County Commissioners	Honorable Ronald E. Oakley, District 1 Honorable Vice Chairman Seth Weightman, District 2 Honorable Kathryn Starkey, District 3 Honorable Second Vice Chairman Lisa Yeager, District 4 Honorable Chairman Jack Mariano, District 5
Clerk & Comptroller	Honorable Nikki Alvarez-Sowles, Esq.
County Administrator	Mike Carballa, P.E.
County Attorney	Jeffrey N. Steinsnyder, Esq.

Pasco County Commission Agenda
Tuesday, June 16, 2026
10:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

This meeting will be broadcast live on the County's website, YouTube channel, and Frontier Channel 42 and Spectrum Channel 643 (only for residents living in Pasco County).

Please silence all electronic devices.

10:00 a.m.	-	**Public Comment.** All resolutions will be presented after Public Comment.
	-	**Consent** and **Regular**
12:00 p.m.	-	Recess
1:30 p.m.	-	**Public Hearings**. Following the Public Hearings, the County Commission will complete any unfinished items from the 10:00 a.m. session.

The County Commission Agenda comprises four sections:
Public Comment is the section when individuals can comment on matters that the Board has before it for consideration. Everyone is limited to three minutes for such comments. A

yellow light will appear on the timer at the top of the podium when you have one minute remaining, then three beeps will sound when your time is up. The **Consent** section contains numerous routine matters that require the approval of the County Commission but do not require discussion. Prior to voting on the Consent portion of the agenda a County Commissioner, the County Administrator, or the County Attorney may request an item be removed from the Consent portion for discussion, correction, or withdrawal. All remaining items on Consent are approved by the County Commission with a single motion and vote. The **Regular** section consists of items for approval by the County Commission that require discussion, motions, and votes on an item-by-item basis. Beginning at 1:30 p.m., the final section of the agenda is **Public Hearings**, which are advertised items, including rezonings, land use amendments, ordinance adoptions and revisions. Comments by the public are allowed on each item.

Any person desiring to appeal any decision made by the Planning Commission or Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. For this meeting, persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's office, East Pasco Government Center, 14326 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352)521-4345.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654; (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Call To Order

Invocation

Pledge of Allegiance

Roll Call

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by participating via Microsoft Teams during the meeting or attending in person. A Microsoft Teams pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the Agenda in person inside the Board Room. The Board will take Public Comment on items on this agenda. It is requested that when you address the Board, that comments are not directed personally against a commissioner or team member, but rather directed at the issues. This provides

mutual respect between the board members and the public.

Resolutions

Commissioners Items - Commissioner Yeager

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing And Commending Pasco County Elementary Students Receiving First Place For Their Respective Grade Levels In The 17th Annual Water Awareness Poster Contest

File Number CAO26-5158
Comm. Dist. All
Recommendation Approve

Commissioners Items - Chairman Mariano

RS2 (10:15 A.M Time Certain) A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing Dr. Kiran Musunuru For Being Chosen As A Member Of The TIME100

File Number CAO26-5162
Comm. Dist. All
Recommendation Approve

RS3 (10:30 A.M. Time Certain) A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Commending Jeffrey N. Steinsnyder, Pasco County Attorney, For Eighteen Years Of Dedicated Service To The Pasco County Board Of County Commissioners

File Number CAO26-5164
Comm. Dist. All
Recommendation Approve

Consent

District Five - Chairman Mariano

C4 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring June 2026 As Faith And Family Month In Pasco County

File Number CAO26-5161
Comm. Dist. All
Recommendation Approve

Constitutional Officers - Clerk - Financial Matters

C5 Specific Approvals, General Warrants, Payroll Items, And Transfer Authorizations Including Those Previously Approved By The Chairman/Vice-Chairman Since The Last Regular Meeting Of The Board Of County Commissioners

File Number CO26-0182
Comm. Dist. All
Recommendation Approve

Constitutional Officers - Clerk - Minutes Approval

C6 Board of County Commissioners Regular Meeting/Rezoning October 21, 2025 – 10 A.M.
File Number CO26-0178
Comm. Dist. All
Recommendation Approve

C7 Board of County Commissioners Regular Meeting/Rezoning November 12, 2025 – 10 A.M.
File Number CO26-0179
Comm. Dist. All
Recommendation Approve

C8 Board of County Commissioners Regular Meeting/Rezoning December 9, 2025 – 10 A.M.
File Number CO26-0180
Comm. Dist. All
Recommendation Approve

C9 Board of County Commissioners Regular Meeting/Rezoning March 10, 2026 – 10 A.M.
File Number CO26-0181
Comm. Dist. All
Recommendation Approve

Development Services - Planning and Economic Growth

C10 State Financial Assistance Agreement Amendment– State of Florida, Department of Transportation – Infrastructure Funding – $14,130,133.00
File Number PDE26-0799
Comm. Dist. 4
Recommendation Approve

C11 Amended and Restated Reimbursement Agreement for State of Florida Infrastructure Funding – Len-Angeline, LLC – Scope of Work and State Reporting – $17,130,133.00
File Number PDE26-0800
Comm. Dist. 4
Recommendation Approve

C12 Second Amendment to the Villages of Pasadena Hills Global Funding and Escrow Agreement
File Number PDE26-0810
Comm. Dist. 1
Recommendation Approve

Legislative/Administrative - County Attorney

C13 Litigation Status Report

File Number CAO26-2013
Comm. Dist. All
Recommendation Approve

Development Services

C14 Budget Amendment — Pasco County Metropolitan Planning Organization - Recognize Revenue for Consolidated Planning Grant (CPG) FY 2027 - FY 2028 Agreement Grant G26M00 — $2,257,398.00
File Number MPO26-0144
Comm. Dist. All
Recommendation Approve

Development Services - Code Compliance

C15 Property Maintenance Clearing of Lots - Pasco County Code of Ordinance (Section 42-1) - Lien Resolutions - No Funding Required
File Number CC26-0009
Comm. Dist. 5
Recommendation Approve

C16 Property Maintenance Securing of Pools - Pasco County of Ordinance (Section 42-1) - Lien Resolutions - No Funding Required
File Number CC26-0010
Comm. Dist. 5
Recommendation Approve

Development Services - Planning and Economic Growth

C17 Second Amendment to Amended and Restated Cooperative Economic Development Agreement – M&M Route 54 West LLC – Termination of Future Agreement Obligations and Mobility Fee Reconciliation – No Funding Required
File Number PDE26-0571
Comm. Dist. 3
Recommendation Approve

Internal Services - Facilities Management

C18 Budget Amendment and Resolution - Amendment No. 4 to Construction Management at Risk Agreement RFP-KM-20-032 for Jail Expansion - Moss & Associates, LLC - Increase the Guaranteed Maximum Price and the Project Budget, and Add 85 Calendar Days to Contract Time - $8,566,857.00
File Number FAC26-0109
Comm. Dist. 2
Recommendation Approve

C19 Amendment No. 1 to Task Order No. FM26-003 (Guaranteed Maximum Price) – Wharton-Smith, Inc. – Go Pasco Multimodal Transfer Station, Zephyrhills – $3,814,176.00
File Number FAC26-0110

Comm. Dist. 1
Recommendation Approve

C20 Agreement for Sale and Purchase of Property – SR 40, LLC – Amazon Drive, New Port Richey – $62,000.00
File Number FAC26-0123
Comm. Dist. 3
Recommendation Approve

C21 Accept Deed and Adopt Resolution Cancelling Taxes – Epperson Town Center Master Association, Inc. – Epperson Ranch Town Center Tract R-1 – Curley Road, Wesley Chapel – No Funding Required
File Number FAC26-0130
Comm. Dist. 1
Recommendation Approve

Internal Services - Information Technology

C22 Purchase Authority and Delegation of Authority - Various Vendors - FY 2026 for Computer Purchases and Funding
File Number IT26-0030
Comm. Dist. All
Recommendation Approve

Internal Services - Office of Management and Budget

C23 Budget Amendment - Funding for House Bill 1-D - Pasco County Supervisor of Elections - Mailing of New Voter ID Cards for Congressional Redistricting - $120,000.00
File Number OMB26-0058
Comm. Dist. All
Recommendation Approve

Public Infrastructure - Fiscal and Business Administration

C24 Exempt Purchase – Badger Meter, Inc. – Badger Meter Utility Products – $9,146,855.00
File Number PIFBA26-0058
Comm. Dist. All
Recommendation Approve

Public Infrastructure - Public Works

C25 First Amendment to Solicitation No. IFB-KM-24-015 – Cardinal Landscaping Services of Tampa, Inc. – As Needed Landscape Maintenance Services – $1,000,000.00
File Number PW26-0013
Comm. Dist. All
Recommendation Approve

C26 Amendment 1 to Standard Grant Agreement No. LPA0361 – Florida

Department of Environmental Protection – Extend Grant and Schedules Green Key Neighborhood Drainage Improvements (LPA0361) (SW-1088) – $2,000,000.00 (Grant Funding)

File Number PW26-0053
Comm. Dist. 5
Recommendation Approve

C27 Additional Purchasing Authority and First Amendment to Agreement for Solicitation No. IFB-KM-24-007 – Megascapes Landscape and Maintenance, Inc – As Needed Landscape Beautification and Maintenance Services – $300,000.00

File Number PW26-0054
Comm. Dist. All
Recommendation Approve

C28 Additional Purchasing Authority and Third Amendment to Agreement IFB-RH-21-193 – Ajax Paving Industries of Florida LLC – Annual Concrete Sidewalk Replacement Contract – $1,900,000.00

File Number PW26-0056
Comm. Dist. All
Recommendation Approve

C29 Additional Purchasing Authority IFB-CA-25-069 – J and V Fence LLC d/b/a Big Jerry's Fencing of Tampa – As Needed Furnishing, Installation, Repair and Replacement of Fencing Systems – $300,000.00

File Number PW26-0059
Comm. Dist. All
Recommendation Approve

Public Infrastructure - Solid Waste

C30 Public Construction and Payment Bond with Surety Rider – Reworld Pasco, LLC f/k/a Reworld Pasco, Inc. f/k/a Covanta Pasco, Inc. – Pasco County Waste-to-Energy (WTE) Expansion – No Funding Required

File Number SW26-0306
Comm. Dist. All
Recommendation Approve

Public Infrastructure - Transportation Engineering

C31 Task Order No. TED26-0028 – WSP USA Inc. – Design and Post Design Services for Zimmerman Road Sidewalk from Ranch Road to State Road 52 – $184,975.67

File Number TED26-0028
Comm. Dist. 5
Recommendation Approve

C32 Aerial Easement and Temporary Construction Easement – CSX Transportation, Inc. – Ridge Road Extension, from Sunlake Boulevard to U.S.

Highway 41 – $25,451.00
File Number TED26-0214
Comm. Dist. 4
Recommendation Approve

C33 Award of Bid No. IFB-BW-26-041 – Sun Civil LLC – Collier Parkway (Plantation Palms Boulevard and Collier Parkway) Traffic Signal – $1,057,285.03
File Number TED26-0272
Comm. Dist. 4
Recommendation Approve

C34 Resolution to Modify the Speed Limit – Blanton Road – Speed Limit Modification – $1,000.00
File Number TED26-0279
Comm. Dist. 1
Recommendation Approve

C35 Unauthorized Purchase Request (UPR), Budget Amendment, and Budget Resolution – Traffic Control Products of Florida, Inc. – Oakwood Preserve Drive/Wiregrass School Road and Mansfield Boulevard Signalized Intersection Improvements – $66,037.00
File Number TED26-0283
Comm. Dist. 2
Recommendation Approve

C36 Resolution for Delegation of Authority to County Administrator and Designees – Standard Florida Department of Transportation (FDOT) Construction Agreements – No Funding Required
File Number TED26-0302
Comm. Dist. All
Recommendation Approve

Public Infrastructure - Utilities

C37 Task Order No. 1-26 – Freese and Nichols, Inc. – Southeast Wastewater Treatment Plant Reclaimed Water Ground Storage Tank and Main Upsizing (PCU 26-005.00) – $499,830.00
File Number UTD26-0081
Comm. Dist. 5
Recommendation Approve

Public Safety - Corrections

C38 Off-Site Inmate Housing – Fourth Amendment to Interlocal Agreement – Hernando County Sheriff's Office and Additional Purchasing Authority – Hernando County Sheriff's Office and Seminole County Sheriff's Office – $1,067,200.00
File Number COR26-0013
Comm. Dist. All

Recommendation Approve

Public Services - Community Services

C39 SHINE Partnership Agreement – Area Agency on Aging of Pasco-Pinellas, Inc. – To Provide Medicare Counselors for Citizens of Pasco County and Counseling Sites – No Funding Required
File Number HS26-0019
Comm. Dist. All
Recommendation Approve

C40 Budget Amendment and Resolution – Project Round-Up – Community Services Department, Human Services Division – Increase in Funding – $17,500.00
File Number HS26-0020
Comm. Dist. All
Recommendation Approve

Public Services - Libraries

C41 Budget Amendment and Resolution — Pasco County Library System — Recognize Budget from a Citizen Donation — $10,000.00
File Number LI26-0013
Comm. Dist. All
Recommendation Approve

Public Services - Office of Disaster Recovery Resources

Public Services - Parks, Recreation and Natural Resources

C42 Accept the Performance Guarantee Surety Bond – EPG Two Rivers QOZP, LLC – Surety Bond No. F361940 – Lodge Grass Boulevard North - No Funding Required
File Number PRN26-0060
Comm. Dist. 1
Recommendation Approve

C43 Budget Amendment – Parks, Recreation, and Nature Resources Department – Site Security Residence at Crockett Lake Preserve Project – $145,000.00
File Number PRN26-0099
Comm. Dist. 4
Recommendation Approve

Public Services - Public Transportation

C44 Public Transportation Grant Agreement, Budget Amendment and Resolution – Federal Transit Administration – Section 5339: Rural Bus and Bus Facilities; CFDA No. 20.526 – $129,995.00 (FDOT); No Local Funding Required, Grant Contract No. G3Q02
File Number PT26-0022
Comm. Dist. All
Recommendation Approve

C45 Budget Amendment and Resolution – Federal Transit Administration (FTA) – FY 2023-2024 Section 5307 Formula Grant Award – $14,068,948.00 (FTA); $940,000 (County)

File Number PT26-0023
Comm. Dist. All
Recommendation Approve

Regular

Public Infrastructure - Utilities

R46 Potable Water, Wastewater, and Reclaimed Water Master Plans 2025-2045 Presentation

File Number UTD26-0671
Comm. Dist. All
Recommendation Presentation Only

Updates from Chairman - Appointed Boards and Committees

Miscellaneous Business - District One - Commissioner Oakley

Miscellaneous Business - District Two - Commissioner Weightman

Miscellaneous Business - District Three - Commissioner Starkey

Miscellaneous Business - District Four - Commissioner Yeager

Miscellaneous Business - District Five - Chairman Mariano

Miscellaneous Business - County Administrator

Miscellaneous Business - County Attorney

Miscellaneous Business - Clerk and Comptroller

Miscellaneous Business - Sheriff

Public Hearings

Proposed Ordinances at 1:30 p.m.

P47 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 304 Public Notice Requirements; Section 402.3 Conditional Uses; Section 407.2 Zoning Variances; Section 407.4 Alternative Relief; Section 407.5 Alternative Standards; Section 503 A-C Agricultural District; Section 504 AC-1 Agricultural District; Section 505 A-R Agricultural-Residential District; Section 506 AR-1 Agricultural-Residential District; Section 507 AR-5 Agricultural-Residential District; Section 508 AR-5MH Agricultural Mobile Home District; Section 509 E-R Estate-Residential District; Section 510 ER-2 Estate-Residential District; Section 511 R-MH Mobile Home District; Section 512 R-1MH Single-Family/Mobile Home District; Section 513 R-2MH Rural Density Mobile Home District; Section 514 R-1 Rural Density Residential District; Section 515 R-2 Low Density Residential District; Section 516 R-3 Medium Density Residential District; Section 517 R-4 High Density Residential District; Section 518 MF-1 Multiple-Family Medium Density District; Section 519 MF-2 Multiple-Family High Density District; Section 520 MF-3 Multiple-Family High Density District;

Creating Section 408 Reasonable Accommodations; Section 530.26 Standards For Community Residential Homes (Large); Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE26-0025
Comm. Dist. All
Recommendation Continuance Requested

P48 An Ordinance by the Pasco County Board of County Commissioners Establishing a Temporary Moratorium on the Submission and Acceptance of Applications for Building Permits, Site Plans, Development Orders, Development Agreements, Special Exception Uses, Conditional Uses, Rezonings, and Comprehensive Plan Amendments Related to Data Centers, Large-Scale Data Centers and Other Large Load Customers Within Unincorporated Pasco County; Providing for Authority; Legislative Findings of Fact; Temporary Moratorium Imposed; Duration of Temporary Moratorium; Severability; and an Effective Date.

File Number PDE26-0777
Comm. Dist. All
Recommendation No Action Required

P49 An Ordinance By The Board Of County Commissioners Of Pasco County, Florida, Providing For The Amendment Of Chapter 18, Article IX Foreclosure Registry/Real Property Registration System, Sections 18-152 Definitions And 18-154 Maintenance Requirements, Pasco County Code Of Ordinances; Providing For Modification; Repealer; Severability; Inclusion Into The Pasco County Code Of Ordinances; And An Effective Date.

File Number CC26-0006
Comm. Dist. All
Recommendation Approve

P50 An Ordinance By The Board of County Commissioners Of Pasco County, Florida, Providing For The Amendment Of Chapter 94, Article IV, Pasco County Local Provider Participation Fund; Providing For Modification; Repealer; Severability; Inclusion Into The Pasco County Code Of Ordinances; And An Effective Date.

File Number SPS26-0055
Comm. Dist. All
Recommendation Approve

P51 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 1104 Flood Damage Prevention; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE26-0475

Comm. Dist. All
Recommendation Approve

P52 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Code Of Ordinances Chapter 18, Buildings And Building Regulations, Article VI, Section 18-122 Florida Building Code, Local Administrative Amendments, Local Technical Amendments, Flood Damage Prevention Standards; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Code Of Ordinances, And An Effective Date.
File Number PDE26-0476
Comm. Dist. All
Recommendation Approve

P53 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Text Amendment To Chapter 2, Future Land Use Element Appendix Section FLU A-6; And Providing For Additional Text Amendments As Necessary For Internal Consistency Providing For Repealer, Severability, And An Effective Date.
File Number PDE26-0435
Comm. Dist. All
Recommendation Approve

Public Hearings at 1:30 p.m.

P54 Zoning Amendment (Continuance) - Denton Avenue MPUD – Denton Ave Project, LLC. – Rezoning Request from AC Agricultural District to MPUD Master Planned Unit Development District to Allow for the Development of 832 Single Family Detached Units, 75,000 Square Feet of Support Commercial, and 440,000 Square Feet of Light Industrial and Associated Infrastructure on Approximately 331.6 Acres located in North East Pasco County, 1.5 Miles East of the Intersection of Denton Avenue and Little Road
File Number PDE26-7596
Comm. Dist. 5
Recommendation Continuance Requested

P55 Zoning Amendment (Consent) – R & R Property Investments LLC / R & R Property Shady Hills – Change in Zoning from an A-R Agricultural-Residential District to a C-2 General Commercial District – North West Pasco County – East Side of Shady Hills Road and Approximately 784 Feet North of the Intersection of Shady Hills Road and Floralton Drive – Containing Approximately One (1) Acre
File Number PDE26-7909
Comm. Dist. 5
Recommendation Approve

P56 Zoning Amendment Substantial Modification (Regular) — Mitchell 54 West MPUD – M&M ROUTE 54 WEST LLC – A Substantial Amendment to the Mitchell 54 West MPUD Master Planned Unit Development District to Remove

the Transit Oriented Design and Mixed Use Trip Reduction Measures Requirements and to Reduce the Non-Residential Entitlements to 460,000 Square Feet of Commercial and Add 240 Hotel Rooms and Associated Infrastructure on Approximately 330 Acres Located in Southwest Pasco County on the Southwest Quadrant of the Intersection of State Road 54 and Little Road

File Number PDE26-7897
Comm. Dist. 3
Recommendation Approval with Conditions

P57 Public Hearing for Substantial Amendment 1 to the Better Future Action Plan for Disaster Recovery – U.S. Department of Housing and Urban Development – Community Development Block Grant, CFDA No. 14.218 – No Funding Required

File Number ODRR26-1127
Comm. Dist. All
Recommendation Approve

Noted Items

Agendas and Minutes

N58 Library System Advisory Board/Library Cooperative Board Meeting Minutes — April 14, 2026

File Number NI26-0809
Comm. Dist. All
Recommendation Receive and File

N59 Lexington Oaks Community Development District Agenda - April 16, 2026

File Number NI26-0829
Comm. Dist. All
Recommendation Receive and File

N60 Lexington Oaks Community Development District Board Meeting — May 21, 2026

File Number NI26-0836
Comm. Dist. All
Recommendation Receive and File

N61 Lexington Oaks Community Development District Board Meeting - March 19, 2026

File Number NI26-0845
Comm. Dist. All
Recommendation Receive and File

N62 Opioid Task Force (OTF) Meeting Minutes – April 1, 2025

File Number NI26-0876
Comm. Dist. All
Recommendation Receive and File

N63 Opioid Task Force (OTF) Meeting Minutes – July 21, 2025
File Number NI26-0877
Comm. Dist. All
Recommendation Receive and File

N64 Opioid Task Force (OTF) Meeting Minutes – July 22, 2025
File Number NI26-0878
Comm. Dist. All
Recommendation Receive and File

N65 Opioid Task Force (OTF) Meeting Minutes – July 28, 2025
File Number NI26-0879
Comm. Dist. All
Recommendation Receive and File

N66 Opioid Task Force (OTF) Meeting Minutes – November 3, 2025
File Number NI26-0880
Comm. Dist. All
Recommendation Receive and File

N67 Planning Commission (PC) Meeting Minutes – June 19, 2025
File Number NI26-0881
Comm. Dist. All
Recommendation Receive and File

N68 Planning Commission (PC) Meeting Minutes – July 10, 2025
File Number NI26-0882
Comm. Dist. All
Recommendation Receive and File

N69 Tourist Development Council (TDC) Meeting Minutes - May 21, 2025
File Number NI26-0883
Comm. Dist. All
Recommendation Receive and File

N70 Villages of Pasadena Hills Advisory and Planning Committee (VOPH) Meeting Minutes – May 21, 2025
File Number NI26-0884
Comm. Dist. All
Recommendation Receive and File

N71 Villages of Pasadena Hills Advisory and Planning Committee (VOPH) Meeting Minutes – June 18, 2025
File Number NI26-0885
Comm. Dist. All
Recommendation Receive and File

N72 Commission on the Status of Women (CSW) January 12, 2026 Meeting Minutes

File Number NI26-0896
Comm. Dist. All
Recommendation Receive and File

N73 Commission on the Status of Women (CSW) February 2, 2026 Meeting Minutes

File Number NI26-0897
Comm. Dist. All
Recommendation Receive and File

N74 Commission on the Status of Women (CSW) March 2, 2026 Meeting Minutes

File Number NI26-0898
Comm. Dist. All
Recommendation Receive and File

Miscellaneous

N75 Authorized Designees for Work Orders Performed Under As Needed Pipeline Repairs Contract IFB-BW-25-052 – Schaer Development of Central Florida, Inc. and U.S. Water Services Corporation (PCU 25-005.00) (UTD26-0173)

File Number NI26-0765
Comm. Dist. All
Recommendation Receive and File

N76 Task Order No. 3-26 (RSQ-BW-25-075) – Stroud Engineering Consultants, Inc. – Wesley Center Link Seal Repair (PCU 24-004.00) (UTD26-0234)

File Number NI26-0767
Comm. Dist. 1
Recommendation Receive and File

N77 Allowance Authorization Release (AAR) No. 2 (IFB-KM-25-068) – Kamminga & Roodvoets, Inc. – Cypress Creek Road and County Line Road Intersection Improvements (TED26-0275)

File Number NI26-0129
Comm. Dist.
Recommendation Receive and File

N78 Task Order No. TED26-0150 (RSQ-KM-23-060) – Cumbey and Fair, Inc. – Equal Employment Opportunity Compliance Services for the School Road Multi-Use Path (From Community Center Road to U.S. Highway 41) (TED26-0150)

File Number NI26-0130
Comm. Dist. 4
Recommendation Receive and File

N79 Emergency Purchase – Heavy Metal Site Development, LLC – Handcart Road

Drainage Swale
File Number NI26-0805
Comm. Dist. 1
Recommendation Receive and File

N80 FAC26-1106 - Jail Expansion Construction - Moss & Associates, LLC - Construction Change Directive CCD082 - Mechanical and Electrical - $49,000.00 - April 6, 2026
File Number NI26-0776
Comm. Dist. All
Recommendation Receive and File

N81 FAC26-1111 – Fire Rescue Station No. 1 - CAR No. CM-005 – Ajax Building Company, LLC.,– $4,989.00 – June 16, 2026
File Number NI26-0770
Comm. Dist. All
Recommendation Receive and File

N82 FAC26-1105 - Jail Expansion Construction - Moss & Associates, LLC - Construction Change Directive CCD081 - Demolition, Concrete, Steel, Roofing, Fireproofing, Fire Protection, Mechanical and Electrical - $110,000.00 - April 9, 2026
File Number NI26-0775
Comm. Dist. All
Recommendation Receive and File

N83 FAC26-1125 – Fire Rescue Station No. 19 – CAR No. CM-017 – Ajax Building Company, LLC., – $3,198.00 – May 11, 2026
File Number NI26-0777
Comm. Dist. All
Recommendation Receive and File

N84 FAC26-1126 – Fire Rescue Station No. 19 – CAR No. CM-018 – Ajax Building Company, LLC., – $4,773.00 – May 11, 2026
File Number NI26-0778
Comm. Dist. All
Recommendation Receive and File

N85 FAC26-1127 – Fire Rescue Station No. 19 – CAR No. CM-019 – Ajax Building Company, LLC., – $2,747.00 – May 11, 2026
File Number NI26-0779
Comm. Dist. All
Recommendation Receive and File

N86 FAC26-1128 – Fire Rescue Station No. 19 – CAR No. CM-020 – Ajax Building Company, LLC., – $4,686.00 – May 11, 2026
File Number NI26-0780

Comm. Dist. All
Recommendation Receive and File

N87 FAC26-1129 – Fire Rescue Station No. 19 – CAR No. CM-021 – Ajax Building Company, LLC., – $4,966.00 – May 11, 2026
File Number NI26-0781
Comm. Dist. All
Recommendation Receive and File

N88 FAC26-1107 - Jail Expansion Construction - Moss & Associates, LLC - Budget Transfer BT0634 for Construction Change Directive CCD075- $277,235.35 - April 21, 2026
File Number NI26-0782
Comm. Dist. All
Recommendation Receive and File

N89 FAC26-1109 - Jail Expansion Construction - Moss & Associates, LLC - Construction Change Directive CCD083- $85,000.00 - April 28, 2026
File Number NI26-0783
Comm. Dist. All
Recommendation Receive and File

N90 FAC26-1110 - Jail Expansion Construction - Moss & Associates, LLC - Construction Change Directive CCD084- $15,000.00 - April 21, 2026
File Number NI26-0784
Comm. Dist. All
Recommendation Receive and File

N91 FAC26-1114 - Jail Expansion Construction - Moss & Associates, LLC - Budget Transfer BT0650 for Construction Change Directive CCD078 - $189,527.74 - May 1, 2026
File Number NI26-0785
Comm. Dist. All
Recommendation Receive and File

N92 FAC26-1115 - Jail Expansion Construction - Moss & Associates, LLC - Construction Change Directive CCD085 - $49,000.00 - April 30, 2026
File Number NI26-0786
Comm. Dist. All
Recommendation Receive and File

N93 Avalon Park West-Change in Escrow Agent
File Number NI26-0806
Comm. Dist. 1 & 2
Recommendation Receive and File

N94 Metropolitan Ministries Community Development Block Grant Agreement Amendment No. 1

File Number NI26-0807
Comm. Dist. All
Recommendation Receive and File

N95 Professional Services Agreement for RSQ-KM-25-020 – Kimley-Horn and Associates, Inc. – Collier Parkway Extension (Parkway Boulevard to State Road 52) Route Study and Pond Siting Analysis Report (TED26-0098)
File Number NI26-0816
Comm. Dist. 2
Recommendation Receive and File

N96 West Hillcrest Community Development District Proposed Fiscal Year 2027 Annual Operations Budget
File Number NI26-0830
Comm. Dist. All
Recommendation Receive and File

N97 Two Ridges Community Development District FY 2026-2027 Proposed Budget
File Number NI26-0831
Comm. Dist. All
Recommendation Receive and File

N98 Vista Walk Community Development District Proposed Fiscal Year 2027 Annual Operations Budget
File Number NI26-0832
Comm. Dist. All
Recommendation Receive and File

N99 Cypress Preserve Community Development District Approved Proposed Budget FY2027
File Number NI26-0833
Comm. Dist. All
Recommendation Receive and File

N100 Preserve at Wilderness Lake Community Development District - Approved FY 2027 Proposed Budget
File Number NI26-0833
Comm. Dist. All
Recommendation Receive and File

N101 Bridgewater of Wesley Chapel Community Development District Preliminary FY 2027 Budget
File Number NI26-0835
Comm. Dist. All
Recommendation Receive and File

N102 Harvest Ridge Community Development District Approved Proposed Budget FY 2027

File Number NI26-0837
Comm. Dist. All
Recommendation Receive and File

N103 Hillcrest Preserve Community Development District Proposed Budget Fiscal Year 2027
File Number NI26-0838
Comm. Dist. All
Recommendation Receive and File

N104 Palmetto Ridge Community Development District Proposed Budget Fiscal Year 2027
File Number NI26-0839
Comm. Dist. All
Recommendation Receive and File

N105 Two Rivers East Community Development District Proposed Budget Fiscal Year 2027
File Number NI26-0840
Comm. Dist. All
Recommendation Receive and File

N106 Two Rivers North Community Development District Proposed Budget Fiscal Year 2027
File Number NI26-0841
Comm. Dist. All
Recommendation Receive and File

N107 Two Rivers West Community Development District Proposed Budget Fiscal Year 2027
File Number NI26-0842
Comm. Dist. All
Recommendation Receive and File

N108 Northwood Community Development District Approved FY 2026-2027 Budget
File Number NI26-0843
Comm. Dist. All
Recommendation Receive and File

N109 The Groves Community Development District - Proposed FY 2027 Operating Budget
File Number NI26-0844
Comm. Dist. All
Recommendation Receive and File

N110 Union Park West Community Development District FY 2025-2026 Adopted Budget
File Number NI26-0846

Comm. Dist. All
Recommendation Receive and File

N111 River Landing Community Development District - Proposed Budget FY 2027 Transmittal
File Number NI26-0847
Comm. Dist. All
Recommendation Receive and File

N112 Acacia Fields Community Development District Proposed Fiscal Year 2026-2027 Budget
File Number NI26-0848
Comm. Dist. All
Recommendation Receive and File

N113 Connerton East Community Development District Proposed Fiscal Year 2026/2027 Budget
File Number NI26-0849
Comm. Dist. All
Recommendation Receive and File

N114 Connerton West Community Development District Proposed Fiscal Year 2026/2027 Budget
File Number NI26-0850
Comm. Dist. All
Recommendation Receive and File

N115 Copperspring Community Development District Proposed Fiscal Year 2026/2027 Budget
File Number NI26-0851
Comm. Dist. All
Recommendation Receive and File

N116 New Port Corners Community Development District Proposed Fiscal Year 2026/2027 Budget
File Number NI26-0852
Comm. Dist. All
Recommendation Receive and File

N117 SageBrush Community Development District Proposed Fiscal Year 2026/2027 Budget
File Number NI26-0853
Comm. Dist. All
Recommendation Receive and File

N118 Hidden Creek North Development District - Fiscal Year 2025 Annual Financial Report - Received May 12, 2026
File Number NI26-0886

Comm. Dist. All
Recommendation Receive and File

N119 Meadow Point IV Community Development District - Fiscal Year 2025 Annual Financial Report - Received April 6, 2025
File Number NI26-0887
Comm. Dist. All
Recommendation Receive and File

N120 PSC – Commission Conference Agenda - May 5, 2026 – Issued April 23, 2026
File Number NI26-0888
Comm. Dist. All
Recommendation Receive and File

N121 PSC – Docket No. 202600 13-EU – Joint petition for approval of territorial agreement – Tampa Electric Company and Duke Energy Florida, LLC – Issued April 23, 2026
File Number NI26-0889
Comm. Dist. All
Recommendation Receive and File

N122 PSC-2026-0154-PCO-EI – Docket No. 20260046-EI – Duke Energy Florida, LLC – Issued May 18, 2026
File Number NI26-0890
Comm. Dist. All
Recommendation Receive and File

N123 PSC-2026-0158-PCO-EI – Docket No. 20260050-EI – Tampa Electric Company – Issued May 19, 2026
File Number NI26-0891
Comm. Dist. All
Recommendation Receive and File

N124 The Verandahs Community Development District - Fiscal Year 2025 Annual Financial Report - Received April 9, 2026
File Number NI26-0892
Comm. Dist. All
Recommendation Receive and File

Addendum

Walk-Ons

Post Meeting Materials

Adjourn

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CAO26-5158 **DATE:** 6/16/2026

SUBJECT: A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing And Commending Pasco County Elementary Students Receiving First Place For Their Respective Grade Levels In The 17th Annual Water Awareness Poster Contest

AGENDA SECTION: Resolutions

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. CAO26-5158 17th Annual Water Awareness Poster Contest Resolution

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. 26-260**

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, RECOGNIZING AND COMMENDING PASCO COUNTY ELEMENTARY STUDENTS RECEIVING FIRST PLACE FOR THEIR RESPECTIVE GRADE LEVELS IN THE 17TH ANNUAL WATER AWARENESS POSTER CONTEST

WHEREAS, clean, safe, and sustainable water resources are vital to Pasco County's economy, environment, and its citizens; and

WHEREAS, the steps we can take to protect and preserve our water through educational partnerships and positive actions are encouraged throughout Pasco County; and

WHEREAS, the Water Awareness Poster Contest was developed jointly by Pasco County Utilities and the Florida Governmental Utility Authority (FGUA) with the guidance of the Pasco County School Board to champion water conservation education; and

WHEREAS, students are given the opportunity, with the assistance of dedicated Pasco County School teachers, to explore "STEAM" (Science, Technology, Engineering, Art and Mathematics) based teaching materials that expand their knowledge of water related topics through artistic expression; and

WHEREAS, this year, 1,003 posters were submitted, with 23,343 entries submitted from Pasco County elementary schools since the program's inception in 2010; and

WHEREAS, winning posters were selected by a judging panel that included representatives from Pasco County Utilities, the FGUA, and community sponsors; and

WHEREAS, the posters chosen displayed exceptional artistic merit, creativity, and clarity of message, and is representative of students at various levels of learning from kindergarten to fifth grade.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that said Board hereby thanks each participating student and teacher for their dedication in promoting water awareness through Pasco County, and congratulates first place recipients Harper Mattews, Hunter Hipps, Emma Chirinos, Patricia Grace Wells, Ezaan Rabbi, and Aadrika Subudhi for their outstanding achievement.

DONE AND RESOLVED in regular session with a quorum present and voting this 16th day of June 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

RONALD E. OAKLEY, DISTRICT 1

SETH WEIGHTMAN, VICE-CHAIRMAN

KATHRYN STARKEY, DISTRICT 3

LISA YEAGER, DISTRICT 4

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CAO26-5162 **DATE:** 6/16/2026

SUBJECT: (10:15 A.M Time Certain) A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing Dr. Kiran Musunuru For Being Chosen As A Member Of The TIME100

AGENDA SECTION: Resolutions

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. CAO26-5162 Dr. Kiran Musunuru Time100 Resolution

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. 26-263**

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, RECOGNIZING DR. KIRAN MUSUNURU FOR BEING CHOSEN AS A MEMBER OF THE TIME100

WHEREAS, Dr. Kiran Musunuru was born in New York City in 1976 and grew up in Pasco County since he was six years old, with his father opening a cardiology practice in 1981 in West Pasco; and

WHEREAS, Dr. Kiran Musunuru graduated in Biochemical Sciences from Harvard University in 1997, completed a PhD in Biomedical Sciences at Rockefeller University in 2003, and earned a medical degree from Weill Cornell Medical College in 2004. In 2009, he earned a Master in Public Health (MPH) in Epidemiology from the John Hopkins Bloomberg School of Public Health, followed by a Master in Law (ML) from the University of Pennsylvania Law School in 2019, and a Masters in Regulatory Affairs (MRA) from the Perelman School of Medicine at the University of Pennsylvania in 2024; and

WHEREAS, Dr. Kiran Musunuru is an actively practicing cardiologist as well as a Barry J. Gertz Professor for Translational Research at the University of Pennsylvania's Perelman School of Medicine and a Professor for Cardiology, Genetics, and Pediatrics; and

WHEREAS, Dr. Kiran Musunuru has made groundbreaking contributions to cardiovascular science, particularly his pioneering use of advanced gene-editing technologies to prevent heart disease. Through his research, he has explored how genome editing can target genes involved in lipid metabolism, a breakthrough with far-reaching implications for global health; and

WHEREAS, in 2025, Dr. Musunuru led a remarkable multi-institutional team that designed, tested, and administered a personalized gene-editing therapy that saved a baby's life who was born with a rare metabolic disease that gave him a fifty percent chance of dying in infancy. Musunuru brought together innovations from across biomedical science to prove that on-demand CRISPR therapies can be developed safely and quickly enough to help patients who don't have years to wait; and

WHEREAS, Dr. Musunuru is a recipient of the Presidential Early Career Award for Scientists and Engineers from President Barack Obama, the American Heart Association's Award of Meritorious Achievement, the American Philosophical Society's Judson Daland Prize for Outstanding Achievement in Clinical Investigation, the American Federation for Medical Research's Outstanding Investigator Award, and Harvard University's Fannie Cox Prize for Excellence in Science Teaching, among many others; and

WHEREAS, Dr. Kiran Musunuru's inclusion into the TIME100 list marks a major milestone in recognizing the impact of genetic research on cardiovascular health. Building on his father's legacy, Dr. Musunuru has focused on translating cutting-edge science into real-world solutions; and

WHEREAS, Dr. Kiran Musunuru was selected for the 2026 TIME100 on behalf of Sam Jacobs and the editors of TIME, an annual list of the hundred most influential people in the world, an immense achievement and honor.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that said Board hereby congratulates Dr. Kiran Musunuru for his admittance into the TIME100 and honors him for all his achievements.

DONE AND RESOLVED in regular session with a quorum present and voting this 16th day of June 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

NIKKI ALVAREZ-SOWLES, ESQ. CLERK & COMPTROLLER	JACK MARIANO, CHAIRMAN
RONALD E. OAKLEY, DISTRICT 1	SETH WEIGHTMAN, VICE-CHAIRMAN
KATHRYN STARKEY, DISTRICT 3	LISA YEAGER, DISTRICT 4

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CAO26-5164 **DATE:** 6/16/2026

SUBJECT: (10:30 A.M. Time Certain) A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Commending Jeffrey N. Steinsnyder, Pasco County Attorney, For Eighteen Years Of Dedicated Service To The Pasco County Board Of County Commissioners

AGENDA SECTION: Resolutions

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
None

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CAO26-5161 **DATE:** 6/16/2026

SUBJECT: A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring June 2026 As Faith And Family Month In Pasco County

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:

Approve

ATTACHMENT(S):

1. CAO26-5161 Faith and Family Month Resolution

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. 26-262**

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, DECLARING JUNE 2026 AS FAITH AND FAMILY MONTH IN PASCO COUNTY

WHEREAS, faith is not just a cornerstone, but the very foundation of the Pasco County community, providing the moral compass of strength, hope, and guidance for most of its residents; and

WHEREAS, the Christian faith and Christian ethics played a vital role in defining and shaping the constitutional values of unconditional love, service, and unity that contribute to the well-being of Pasco County; and

WHEREAS, the family unit became the initial God-ordained earthly institution providing the foundational model for a thriving society fostering strong moral character, compassion, and responsibility now and in future generations; and

WHEREAS, the month of June is also a time our nation honors fathers through the observance of Father's Day, which acknowledges the fathers' role as pillars, and the bedrock of strength, wisdom, and leadership for their family, and to serve a much-needed societal influence throughout communities; and

WHEREAS, as the United States approaches the 250th anniversary of American Independence, it is fitting to remember and celebrate the enduring foundations that helped shape our Nation, including faith, families, and responsible fathers in cultivating the character, stability, and future strength of our communities; and

WHEREAS, by honoring these virtues, we strengthen families, honor fathers and mothers, and embrace the faith that calls us to serve one another with love and compassion.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that said Board hereby declares June 2026 as Faith, Family, and Responsible Fatherhood Month in Pasco County.

DONE AND RESOLVED in regular session with a quorum present and voting this 16th day of June 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

RONALD E. OAKLEY, DISTRICT 1

SETH WEIGHTMAN, VICE-CHAIRMAN

KATHRYN STARKEY, DISTRICT 3

LISA YEAGER, DISTRICT 4

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0182 **DATE:** 6/16/2026

SUBJECT: Specific Approvals, General Warrants, Payroll Items, And Transfer Authorizations Including Those Previously Approved By The Chairman/Vice-Chairman Since The Last Regular Meeting Of The Board Of County Commissioners

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. CO26-0182 Clerks Office Agenda Memo

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Board of County Commissioners
Agenda Memorandum

COMMISSION DISTRICT: All **DATE:** 06/16/2026

SUBJECT: Specific Approvals, General Warrants, Payroll Items, and Transfer Authorizations including those previously approved by the Chairman/Vice-Chairman since the last regular meeting of the Board of County Commissioners

FROM: Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

RECOMMENDED BOARD ACTION:

Approve the specific approvals, general warrants, payroll items, and transfer authorizations since the last regular meeting of the Board of County Commissioners.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

In accordance with Section 136.06, Florida Statutes, all general warrants, payroll items, and transfers from a qualified depository must be recorded in the minutes and approved by an authorized member of the board.

Board payment register items since the last regular meeting of the Board of County Commissioners can be viewed using the link provided in the attachment(s) section below.

FISCAL IMPACT/COST/REVENUE STATEMENT:

There is sufficient funding for these items.

ATTACHMENT(S):

1. http://app.pascoclerk.com/appdot-public-statistical-reports-boccpr.asp

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0178 **DATE:** 6/16/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning October 21, 2025 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 10-21-2025 - FINAL

BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY, FLORIDA
REGULAR MEETING/REZONINGS

ANNOTATED MINUTES

OCTOBER 21, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

County Commissioners	Honorable Kathryn Starkey, Chairman, District 3 Honorable Jack Mariano, Vice Chairman, District 5 Honorable Seth Weightman, Second Vice Chairman, District 2 Honorable Ronald E. Oakley, District 1 Honorable Lisa Yeager, District 4
Clerk & Comptroller	Honorable Nikki Alvarez-Sowles, Esq **Rep. by Ms. Kim Thompson,** **Chief Operations Officer, Deputy Clerk**
County Administrator	Mike Carballa, P.E.
County Attorney	Jeffrey N. Steinsnyder, Esq.

Call To Order

Vice-Chairman Mariano called the meeting to order at 10:01 a.m.

Invocation
Pledge of Allegiance

A Chaplain gave the Invocation.

Ms. Thompson led the Pledge of Allegiance to the Flag.

Roll Call

Chairman Starkey arrived to the meeting at 10:02 a.m.

Ms. Thompson called the roll. All Commissioners were present.

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the Agenda in person inside the Board Room. The Board will take Public Comment on items on this agenda. It is requested that when you address the Board, that comments are not directed personally against a commissioner or team member, but rather directed at the issues. This provides mutual respect between the board members and the public.

Chairman Starkey reviewed the procedures to be followed and called for public comment.

Ms. Carie Crowley, Mr. Harvey Rhinehart, Treasurer/Secretary of the West Pasco Seratoma, Ms. Marilyn Matyus, CEO of Steps to Recovery, Mr. Peter Creciun, Mr. Anthony Wohlford, and Mr. Cory Conley spoke regarding personal histories; addiction; potential futures; the Hope Shot; what they were currently working on; an example of their day; the West Pasco Seratoma; the Scallop Music Fest; appreciation to everyone for making it happen; checks to be presented to different organizations; Steps to Recovery; appreciation to Staff for their efforts; growth of their organization; support they had received; the new building on Trouble Creek; education; local transitional living organizations; rehabilitation; personal stories; sober living; case workers; BayCare Northside Tampa; red light cameras in the community; court examples; cameras operating without permits; and safety concerns.

Discussion was held regarding Steps to Recovery; Scallop Fest; resources that were coming; and that red light programs were through municipalities and not the County.

COMMISSIONER MARIANO MOVED approval to receive and file a check in the amount of $7,000.00 submitted by Mr. Harvey Rhinehart; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Resolutions

Commissioners Items - Commissioner Oakley

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Celebrating Veterans Day On November 11, 2025, In Pasco County
File Number CAO26-5105
Comm. Dist. All
Recommendation Approve

Ms. Thompson read the Resolution into the record.

Mr. David Gersen, Veterans Services, spoke regarding the team present, appreciation for their efforts, upcoming celebrations, appreciation for the recognition, and appreciation for their service.

Discussion was held regarding personal stories; appreciation for their service; upholding freedom; flying the American Flag; Veterans Offices in the County; the World War II Memorial; the Vietnam War Memorial; veterans in Pasco County; veteran stories; Steps to Recovery; homeless veterans; grants and opportunities to help the veterans; and lights that would be on government buildings for Veteran's Day.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Commissioners Items - Commissioner Weightman

RS2 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring The Month Of October 2025 As National Community Planning Month In Pasco County
File Number CAO26-5108
Comm. Dist. All
Recommendation Approve

Ms. Thompson read the Resolution into the record.

Mr. David Engel, Director of Planning, Development and Economic Growth, spoke regarding a community planning workshop that was held in February, different divisions within the Planning Department, being stronger, developers, customer service, and working together.

Mr. Charles Grey, Chairman of the Planning Commission, spoke regarding serving on the Commission, protecting property rights and neighborhoods, when projects went before them, and appreciation to the team and the Board for their efforts and support.

COMMISSIONER WEIGHTMAN MOVED approval to adopt; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Discussion was held regarding appreciation to everyone for their efforts; growth in the County; vetting projects; the Comprehensive Plan project; citizen input; the Planning Commission; planning with a purpose; future design; the importance of planning; the developers; issues they faced; leadership; meetings and workshops; and Ordinances.

Commissioners Items - Chairman Starkey

RS3 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring October 2025 As Florida Greenways And Trails Month In Pasco County

File Number CAO26-5106
Comm. Dist. All
Recommendation Approve

Ms. Thompson read the Resolution into the record.

Mr. Ralph Lair, Intergovernmental Affairs Officer, spoke regarding his past appointment to the State Greenways and Trails Council.

Mr. Keith Wiley, Director of Parks, Recreation and Natural Resources, spoke regarding the different departments working together, Environmental Lands, Blueways, appreciation for the Board's support, the upcoming 2050 update, and collaboration.

Discussion was held regarding Florida Greenways and Trails; trails that would be in the County; appreciation for their efforts; benefits to the citizens; tourism; quality of life; the State Greenways and Trails Council; trail connections; Planning Day; the future; County amenities; working with stakeholders; personal stories; things free for families to enjoy; appreciation for Chairman Starkey's efforts; recreation in other states; opportunities; ATVs; and equestrian trails.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER YEAGER SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

RS4 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Congratulating Jonus Goldstein For Receiving The Voyager Scholarship For Public Service
File Number CAO26-5107
Comm. Dist. All
Recommendation Approve

Ms. Thompson read the Resolution into the record.

Discussion was held regarding his parents; his accomplishments; his work with Pasco County; how proud they were of him; his intelligence; looking forward to his journey; his future; his support system; and their congratulations.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER YEAGER SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried with Commissioner Weightman absent from the vote.

Commissioners Items - Commissioner Yeager

RS5 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring The Second Week Of October As Case Manager Appreciation Week In Pasco County
File Number CAO26-5101
Comm. Dist. All
Recommendation Approve

Ms. Thompson read the Resolution into the record.

Mr. Brian Hoben, Director of Community Services, spoke regarding the teams present, honoring the Case Managers, compassion, connecting people to services, and appreciation for their efforts.

Discussion was held regarding compassion; expertise; the emotional toll; appreciation for their efforts; domestic abuse; personal experiences; changing lives; advocation; self-care; the Hope Shot; job training; employment assistance; the citizens; helping the most vulnerable; assistance during the hurricanes; and compassion fatigue.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER YEAGER SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Commissioner Items - Commissioner Mariano

RS6 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing The Week Of November 2-8, 2025, As National Animal Shelter Appreciation Week In Pasco County
File Number CAO26-5104
Comm. Dist. All
Recommendation Approve

Ms. Thompson read the Resolution into the record.

Ms. Danielle (Dani) Giroux, Founder President and CEO of the Runaways Animal Rescue, spoke regarding her shelter, services they provided, and the number of animals they took in every year.

Ms. Kandi Denny-Schaerffer, Human Society of Pasco County, and Ms. Ro Anderson, SPCA Suncoast, introduced themselves.

Mr. Michael Shumate, Director of Animal Services, spoke regarding non-profit rescues and his appreciation for their efforts, animals they took in at the shelter, partnerships with the other shelters, strays and owner surrenders, appreciation for the recognition, and appreciation to his Team for their efforts.

Discussion was held regarding appreciation for their efforts; saving pets; public health and safety; management during storms; other shelters in the County; animal adoptions; and partnerships.

COMMISSIONER MARIANO MOVED approval to adopt; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried with Commissioner Yeager absent from the vote.

Consent

COMMISSIONER MARIANO MOVED approval of the Consent Agenda with the exception of Agenda Items C23 and C28 which were pulled for discussion or revision and Agenda Item C51 which had been withdrawn; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Internal Services - Information Technology

C23 Award of Bid No. IFB-SV-25-132 – Computers at Work, Inc. dba vTECH io – As-Needed Computer, Hardware, and Maintenance Purchases – Multi-Year Award - $4,500,000.00
File Number IT26-0003
Comm. Dist. All
Recommendation Approve

Discussion was held regarding recognizing the technology improvements from the IT Department; saving money; fiscal discipline; program implementation; market analysis; spending habits; state contracts; improving efficiency; millage cuts; an Employee Buyback Program; and incentivizing employees to take care of the equipment.

COMMISSIONER WEIGHTMAN MOVED approval of Staff's recommendation; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Public Infrastructure - Public Works

C28 Change Order No. 1 to Agreement – Kamminga & Roodvoets, Inc. – Port Richey Northern Outfall Project (Q156) – $1,971,333.15
File Number PW26-0005
Comm. Dist. 3
Recommendation Approve

Mr. Jason Mickel, Director of Public Works, spoke regarding the revision to change the Commission District from 3 to 4.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation including the noted revision to change the Commissioner District from 3 to 4; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

C29 Change Order No. 1 to Task Order No. SMO24-026 – DeLoach Engineering Science, PLLC – Construction Support Services for Port Richey Northern Outfall Project – $30,000.00
File Number PW26-0006
Comm. Dist. 4
Recommendation Approve

The item was not heard.

Public Services - Community Development

C51 Local Government Verification of Contribution – Florida Housing Finance Corporation – State Housing Initiative Partnership Program, CSFA 40.901; HOME Investment Partnerships Program, CFDA 14.239 – $460,000.00
File Number CD26-0009
Comm. Dist. 5
Recommendation Approve

The item was withdrawn.

Discussion was held regarding concerns with Live Local.

Regular

Legislative/Administrative - County Administrator

R60 2026 State Legislative Priorities
File Number CA25-5051
Comm. Dist. All
Recommendation Presentation Only

Mr. Ralph Lair, Intergovernmental Affairs Officer, used a PowerPoint presentation to review the item.

Mr. David Allen, Assistant County Administrator for Development Services, spoke during the discussion.

Discussion was held regarding the inmate medical care policy initiative; the indexing local option fuel tax policy initiative; concerns with shifting tax burdens to citizens; 911 fees; proposed property tax cuts; what had gone through Pinellas County; third party inspections, issues, disputes, and challenges; the East Pasco Emergency Shelter and Community Center; funding; coordinating with the School Board; CDBG-DR funds; the upcoming delegation session; the upcoming workshop; calendar issues; planning for travel; the upcoming schedule of events; Tampa Bay Day in Tallahassee; getting

groundwork done ahead of time; quality time versus quantity; the Lobby firms; going to Washington, D.C.; topics and issues to be discussed; adjusting language; and preparing for NACo (National Association of Counties).

The item was for information only.

Public Services - Support Services

R61 (11:15 A.M. Time Certain) Approval of the Opioid Treatment, Prevention, and Recovery Fund Awardees – Pasco County Opioid Task Force – Year 3 Project Funding Recommendations – $5,786,676.21
File Number SPS26-0004
Comm. Dist. All
Recommendation Approve

Ms. Paula Baracaldo, Director of Support Services and Chair of the Opioid Task Force, used a PowerPoint presentation to review the item and spoke regarding her appreciation to the Opioid Task Force and Staff for their efforts and the letter that had been distributed.

Discussion was held regarding AmSkills; federal funds and their requirements; reimbursement requirements; Steps for Recovery; expenditures; contingencies; what their motion could contain; the settlement; saving taxpayer money; the process; the percentage breakdown; a strategy to be brought forward later; the different projects being funded; whether the funds could be used for other things; money that could be held; courthouse renovations; guardrails that had been set up; court impacts; other funds; and information that could be brought back.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation including the direction to Staff to take a look at the Steps to Recovery request on the capital contingency part of it; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Public Safety - Public Safety Administration

R62 Exempt Purchase - Mental Health Screenings with Ongoing Treatment for Pasco County First Responders – Tampa Bay Psychology Associates, LLC - $500,000.00
File Number PSA26-1000
Comm. Dist. All
Recommendation Approve

Discussion was held regarding whether they would see the presentation or just vote on the item.

COMMISSIONER WEIGHTMAN MOVED approval of Staff's recommendation; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Updates from Chairman-Appointed Boards and Committees

The updates were provided under Miscellaneous Business.

Miscellaneous Business - District One - Commissioner Oakley

- Commissioner Oakley displayed pictures and spoke regarding his jail expansion tour.

- He displayed pictures and spoke regarding the recent Tri-County Roundtable meeting.

  Discussion was held regarding meeting materials; transportation; projects; whether City of Tampa had been invited; the Tampa Bay Water Chair; the new airport CEO; and regional issues.

- He spoke regarding Tampa Bay Water, the drought, the reservoirs, a lawsuit that had been filed against Polk County, the permit, and an upcoming caution on watering lawns.

  Discussion was held regarding lawn watering.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman spoke regarding his jail expansion tour.

- He spoke regarding the EDC (Economic Development Council) and their new structure for their budget.

  Discussion was held regarding a performance based model for funding; structure changes; an item that had been approved on the Consent Agenda; negotiations with the EDC; that something would hopefully be before the Board by the end of the year; thoughts moving forward; and where they were meeting.

Miscellaneous Business - District Three - Commissioner Starkey

- Chairman Starkey spoke regarding attending the USF Women in Leadership Conference and the keynote speaker, Ms. Geena Davis.

- She displayed pictures and spoke regarding the 12th Annual AmSkills Awards Dinner.

  Discussion was held regarding speakers; stories; appreciation for their hard work; lives that had been changed; and people who were employed in the Tampa Bay Area.

- She displayed pictures and spoke regarding the Empowerment Room Ribbon Cutting and the artwork.

  Discussion was held regarding the artwork and the artist.

- She displayed pictures and spoke regarding the jail expansion tour, why she wasn't present, and appreciation to her Staff for being present.

- She spoke regarding a call from Commissioner Dave Eggers, Pinellas County Board of County Commissioners, pertaining to 54 and 41.

  Discussion was held regarding the list; Tallahassee; term limits; Commissioner Districts; elections; and someone he had visited.

- She displayed pictures and spoke regarding the Harbors South Leadership Council meeting and those who had spoken.

- She spoke regarding the Tourist Development Council, Florida's Sports Coast, and recent and upcoming events.

- She spoke regarding the recent Planning Commission meeting, an idea from Mr. Jon Moody pertaining to sidewalks, and cost comparisons.

  Mr. David Allen, Assistant County Administrator for Development Services, and Mr. David Goldstein, Chief Assistant County Attorney, spoke during the discussion.

  Discussion was held regarding sidewalks at Fairwind and Colony; preliminary cost estimates; larger county projects; cost comparisons between the County and having others build it; what was currently being done; Pinellas County; credits; and conversations with developers.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager displayed pictures and spoke regarding Mr. Mateo (minor) who was a student from Land O' Lakes who shadowed her for the day.

- She displayed pictures and spoke regarding the United Way and celebrating what they did in the community.

- She displayed pictures and spoke regarding her jail expansion tour.

- She displayed pictures and spoke regarding One Stop Shot at the UF/IFAS Extension, donated items, a lady that had been helped, and their outdoor garden.

- She displayed pictures and spoke regarding the Clerk's Office Empowerment Room and donations.

- She displayed pictures and spoke regarding Veteran Bob who had been helped during the storm and other help he had received.

- She displayed a picture and spoke regarding a lady she had tried to help get a job who had a setback, her mental health struggles, her concern with leaving her cats, that people are often worried about their animals during emergencies, and care that would be provided for the lady.

Miscellaneous Business - District Five - Commissioner Mariano

- Commissioner Mariano displayed pictures and spoke regarding a convention that had been held in Tampa.

  Discussion was held regarding AI; building business; and bringing people in from around the world.

- He spoke regarding the jail expansion, jail improvements, an email he received pertaining to the number of those who were detained, questions he had, information he would bring to the next meeting, and cost concerns.

- He spoke regarding concerns raised during public comment pertaining to red light cameras, that he did not like them, conversations with the city, compliance issues, signage issues, issues with tickets being issued, and wanting to take a stance.

  Discussion was held regarding whether it should be brought forward at the MPO (Metropolitan Planning Organization); permitting issues; ticket issuing issues; what authority the Board had; taking a stand for the people; DOT authority; and those they should speak with.

- He spoke regarding Hudson Library being shut down due to the renovations, the parking lot, FEMA services, modular homes, home elevations, container homes, and options to give people.

  Discussion was held regarding HUD requirements; having options for people; and CDBG-DR funding; and showing models.

Miscellaneous Business - County Administrator

- Mr. Carballa displayed pictures and spoke regarding the Pasco Perspective Winner's Exhibit at the East Pasco Government Center.

- He spoke regarding the Correction's Department who had received an unannounced inspection from the Florida Model Jail Standards Group and that they had passed with flying colors.

Miscellaneous Business - County Attorney

- No items.

Miscellaneous Business - Clerk and Comptroller

- Ms. Thompson spoke regarding appreciation to the Board of County Commissioners and the County for building the Empowerment Room, safety for the community, and a real example that had recently occurred.

Miscellaneous Business - Sheriff

- Absent.

THE BOARD RECESSES AT 12:06 P.M. AND RECONVENED AT 1:33 P.M.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P63 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 522.9 Connected City Master Planned Unit Development District; Section 901 Infrastructure Standards; Section 901.1 Transportation Corridor Spacing; Section 901.6 Street Design And Dedication Requirements; Section 901.7 Bicycle Facilities; Section 901.8 Pedestrian Facilities; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.
File Number PDE26-0002
Comm. Dist. All
Recommendation Continuance Requested

Ms. Thompson noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding the continuance request.

COMMISSIONER MARIANO MOVED approval to continue to the November 12, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

P64 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Amending Section 802 Tree Preservation And Replacement; Section 802.1 Intent And Purpose; Section 802.2 Applicability; Section 802.3 Tree Removal; Creating Section 802.4 New Development; Section 802.5 Existing Problem Trees; Section 802.6 Tree Protection; Section 802.7 Trees Of Special Significance; Section 802.8 Heritage Trees; Section 802.9 Tree Mitigation Fund; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE26-0003
Comm. Dist. All
Recommendation Continuance Requested

Ms. Thompson noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding the continuance request.

Discussion was held regarding someone who had signed up to speak; that it had been advertised as a continuance; whether to hear them speak; the rules; the Planning Commission; and upcoming meetings.

COMMISSIONER MARIANO MOVED approval to continue to the January 6, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Later in the meeting, the Board returned to the item.

Discussion was held regarding disappointment with things that had been tabled; fixing issues with trees; and not wanting to see it delayed further.

P65 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Small Scale Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 10) From ROR (Retail/Office/Residential) to IL (Industrial - Light) On Approximately 4.18 Acres of Real Property Located on the South Side of Stone Road Approximately 500 Feet East of the Intersection of US Hwy 19 and Stone Road; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date

File Number PDE26-0027
Comm. Dist. 5
Recommendation Continuance Requested

Ms. Thompson noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding the continuance request.

Discussion was held regarding wanting to meet with the Team.

COMMISSIONER MARIANO MOVED approval to continue to the December 9, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

P66 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code Section 530.5 Parking Or Storing Of Recreational Vehicles; Section 530.16 Parking And Storage Of Commercial Vehicles And Commercial Equipment In Certain Residential Areas Prohibited; And Other Sections As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number CC26-0001
Comm. Dist. All
Recommendation No Action Required

Ms. Thompson noted the proof of publication.

Ms. Denise Hernandez, Code Compliance, used a PowerPoint presentation to review the item.

There was no public comment.

Discussion was held regarding big problems being fixed; parking issues; appreciation to the County Attorney's Office for their assistance; commercial vehicle parking; company vehicles; what was and was not being changed; personal stories; and a video displayed by Chairman Starkey.

No action was required as this was the first public hearing. The adoption hearing was scheduled for the November 12, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City.

P67 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Creating Section 530.25; Backyard Chickens; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE26-0001
Comm. Dist. All
Recommendation No Action Required

Ms. Thompson noted the proof of publication.

Ms. Amandla Hill, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item.

Ms. Talia Berkefeld and minor children spoke regarding the repaving of their road; her children; chickens they owned; research they had done; the coop they built; their care

for the chickens; people's concerns with rats; their eggs; taxes; homes in the area; how they found out about the Ordinance; and their favorite parts about chickens.

Discussion was held regarding whether some of the rules had been amended; concerns with it being cumbersome; issues that were being solved; previous drafts; concerns with permitting; Code Enforcement; wanting simplification; the minor children's favorite parts about chickens; their care of chickens; eggs; and what was before the Board.

No action was required as this was the first public hearing. The adoption hearing was scheduled for the November 12, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City.

Public Hearings at 1:30 p.m.

Mr. Steinsnyder reviewed the Public Hearing procedures to be followed.

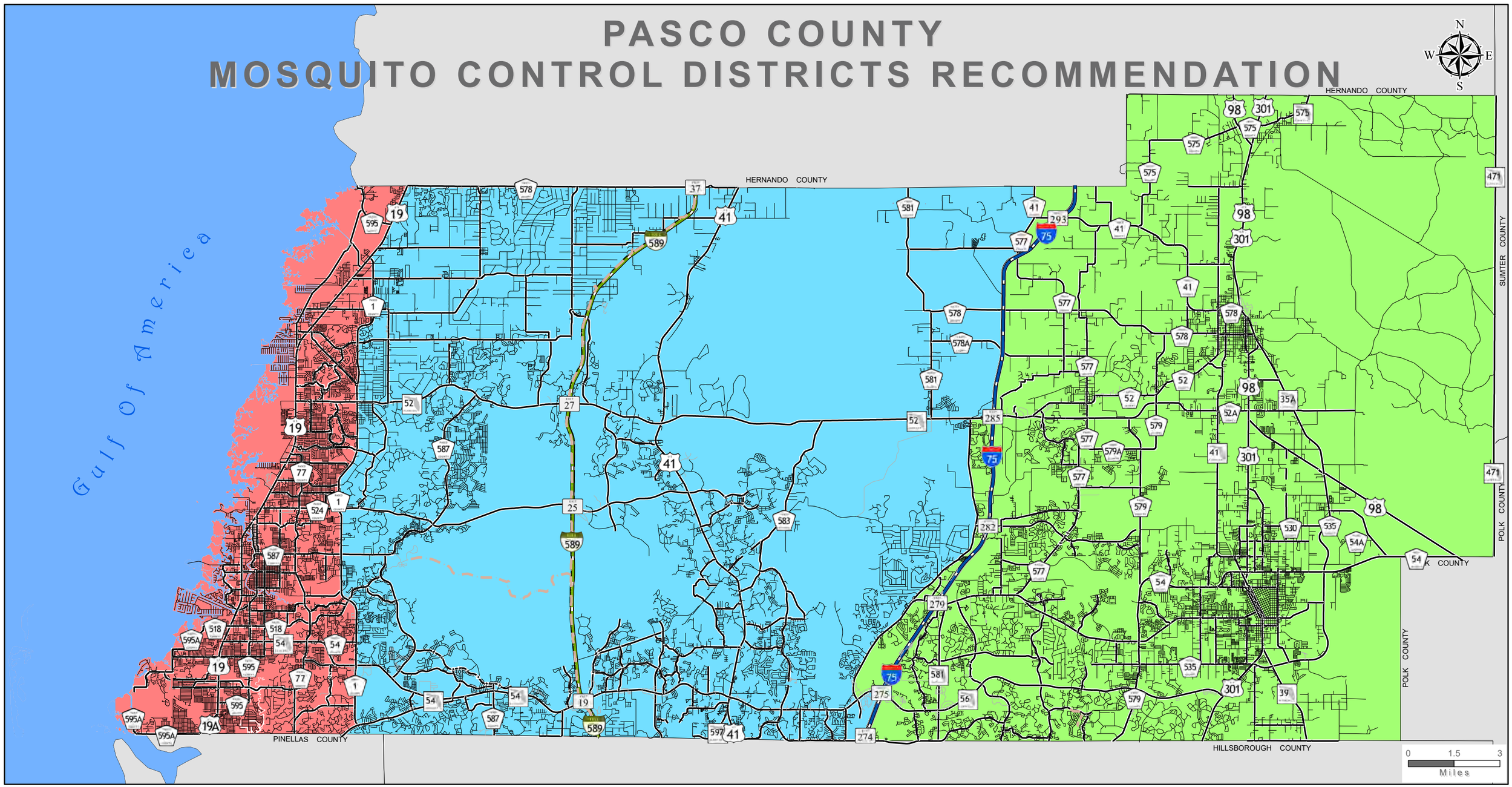
Ms. Thompson swore in those who planned to present testimony.

P68 A Resolution By The Pasco County Board Of County Commissioners, Establishing Geographical Subdistricts For The Pasco County Mosquito Control District Pursuant To Chapter 2025-242, Laws of Florida; Providing For District Designations, Population Distribution, Publication, And An Effective Date

File Number CA26-5001
Comm. Dist. All
Recommendation Approve

The legal description of the boundaries of the Mosquito Control Districts are included in these minutes.

PASCO COUNTY
MOSQUITO CONTROL DISTRICTS RECOMMENDATION



2025	Name	Acreage	Address Points	US Average Per Household	Population (Approximate)	% of Population	TOTAL
	Mosquito Control Seat 1	226,598.90	91,660	2.5	229,150	0.345701549	34.57
	Mosquito Control Seat 2	214,116.90	83,772	2.5	209,430	0.315951452	31.60
	Mosquito Control Seat 3	47,379.96	89,710	2.5	224,275	0.338346999	33.83
TOTALS:		**488,095.76**	**265,142**		**662,855**		**100**

Legend

- Mosquito Control Seat 1
- Mosquito Control Seat 2
- Mosquito Control Seat 3
- Major Road
- Interstate Road
- Residential Road
- Service Road
- Toll Road
- Trail

PROPOSED MAP

PASCO County Florida
Open Spaces. Vibrant Places.

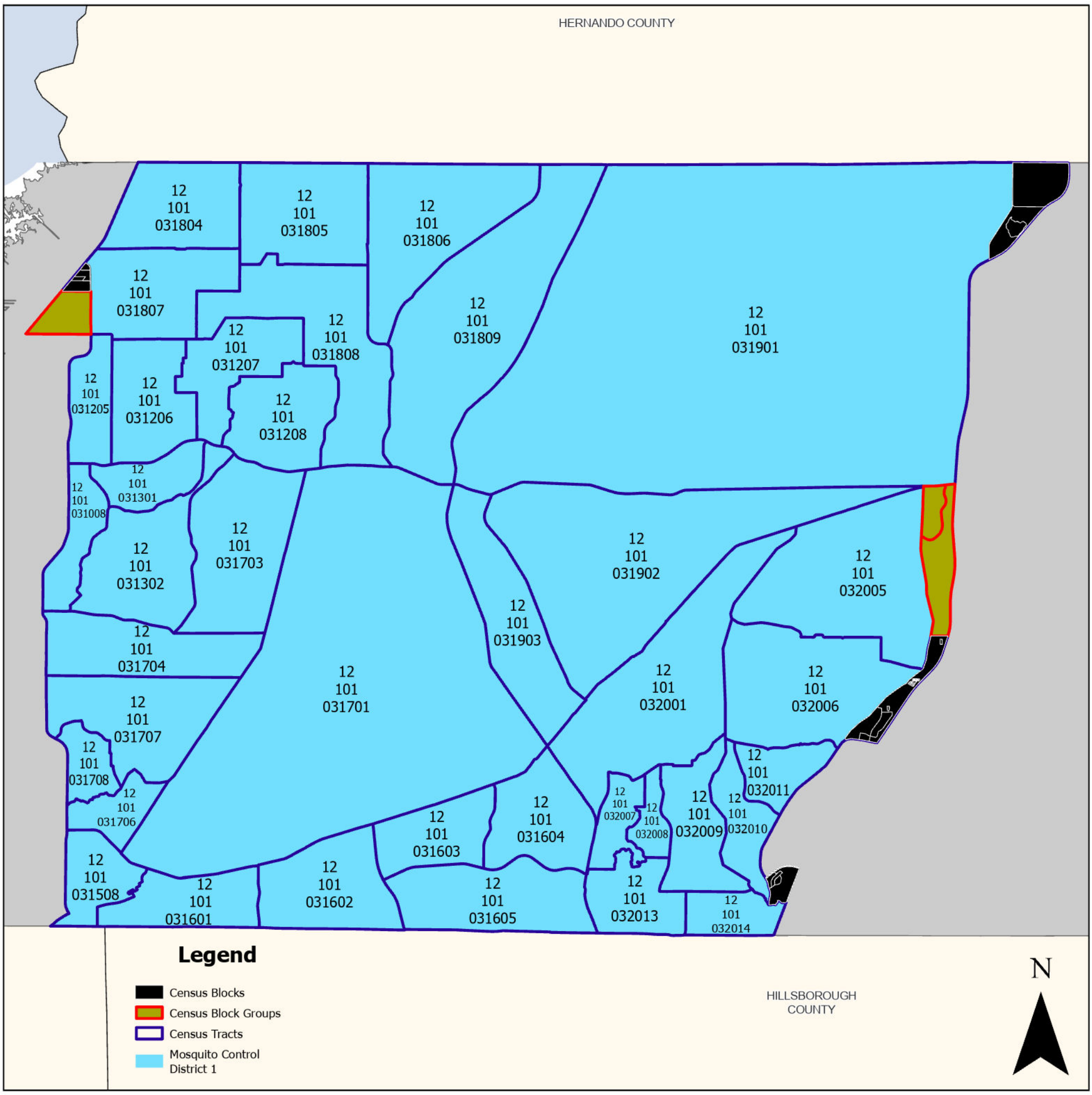
This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the minimum technical standards under the Florida Administrative Code 61G17-6. The Pasco County Board of County Commissioners does not accept any responsibility for errors or omissions of any kind contained in the data herein. All products and derivations from the data contained herein must retain this disclaimer.

Date Saved: 9/18/2025 9:29 AM

Document Path: T:\GIS Main\Djohnson\ArcPro\MosquitoControl\MosquitoControl\MosquitoControl.aprx

Author: djohnson

Pasco County Mosquito Control District



MOSQUITO CONTROL DISTRICT 1

All Boundaries are based on 2020 Census Tracts, Block Groups, or Blocks

CENSUS TRACTS

12101031008 12101031205 12101031206 12101031207 12101031208 12101031301 12101031302 12101031508 12101031601 12101031602 12101031603
12101031604 12101031605 12101031701 12101031703 12101031704 12101031706 12101031707 12101031708 12101031804 12101031805 12101031806
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12101032009 12101032010 12101032011 12101032013 12101032014

LESS:

CENSUS BLOCK GROUPS

121010318072 121010320052 121010320053

CENSUS BLOCKS

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121010320061001 121010320061002 121010320061003 121010320061004 121010320061005 121010320061006 121010320061007 121010320061008
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121010320061018 121010320061019 121010320061020 121010320061021 121010320063013 121010320063024

CENSUS BLOCKS

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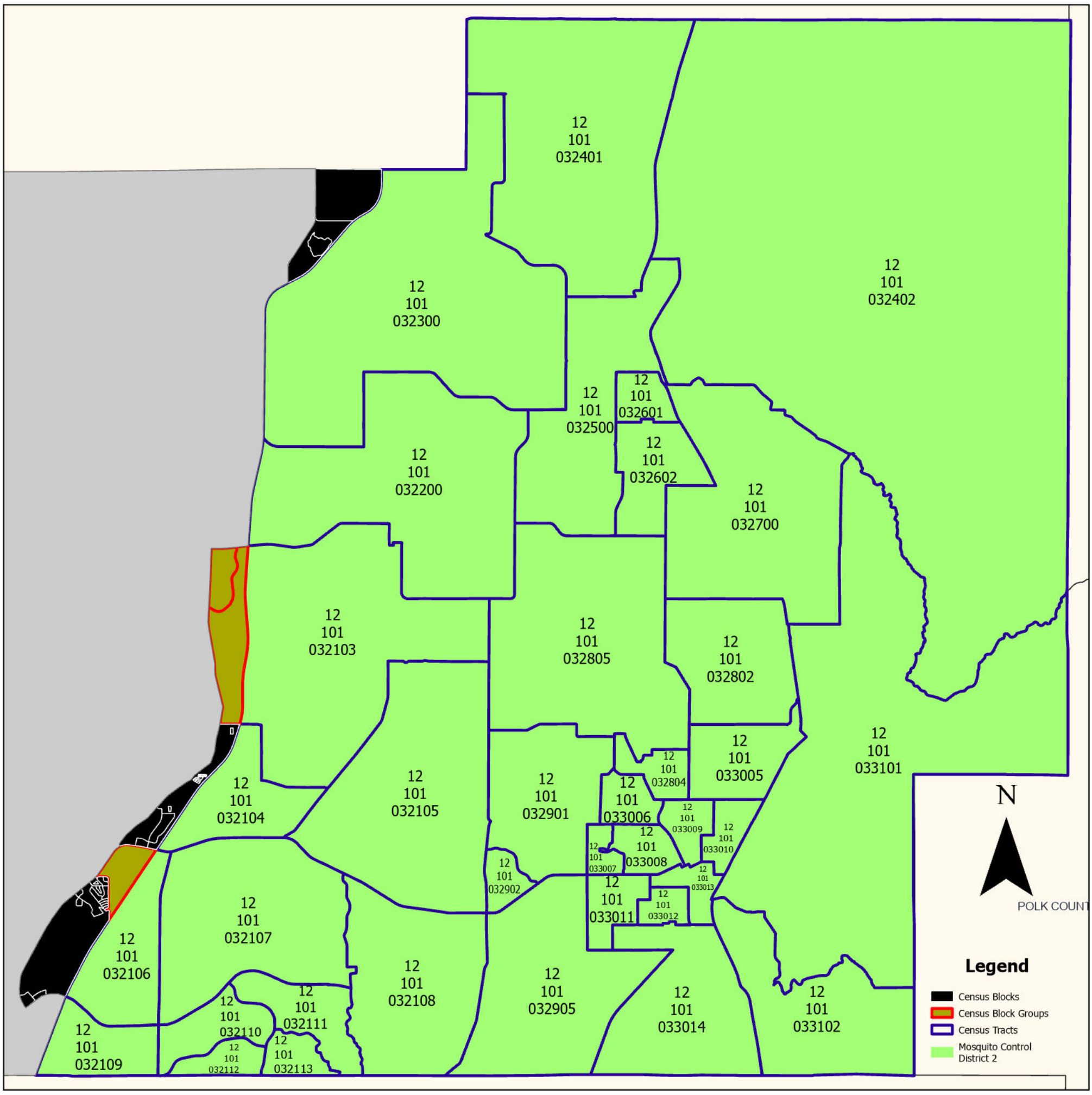

MOSQUITO CONTROL DISTRICT 2

All Boundaries are based on 2020 Census Tracts, Block Groups, or Blocks

CENSUS TRACTS

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12101032200 12101032300 12101032401 12101032402 12101032500 12101032601 12101032602 12101032700 12101032802 12101032804 12101032805
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12101033013 12101033014 12101033101 12101033102

CENSUS BLOCK GROUPS

121010320053 121010320121 121010320052

CENSUS BLOCKS

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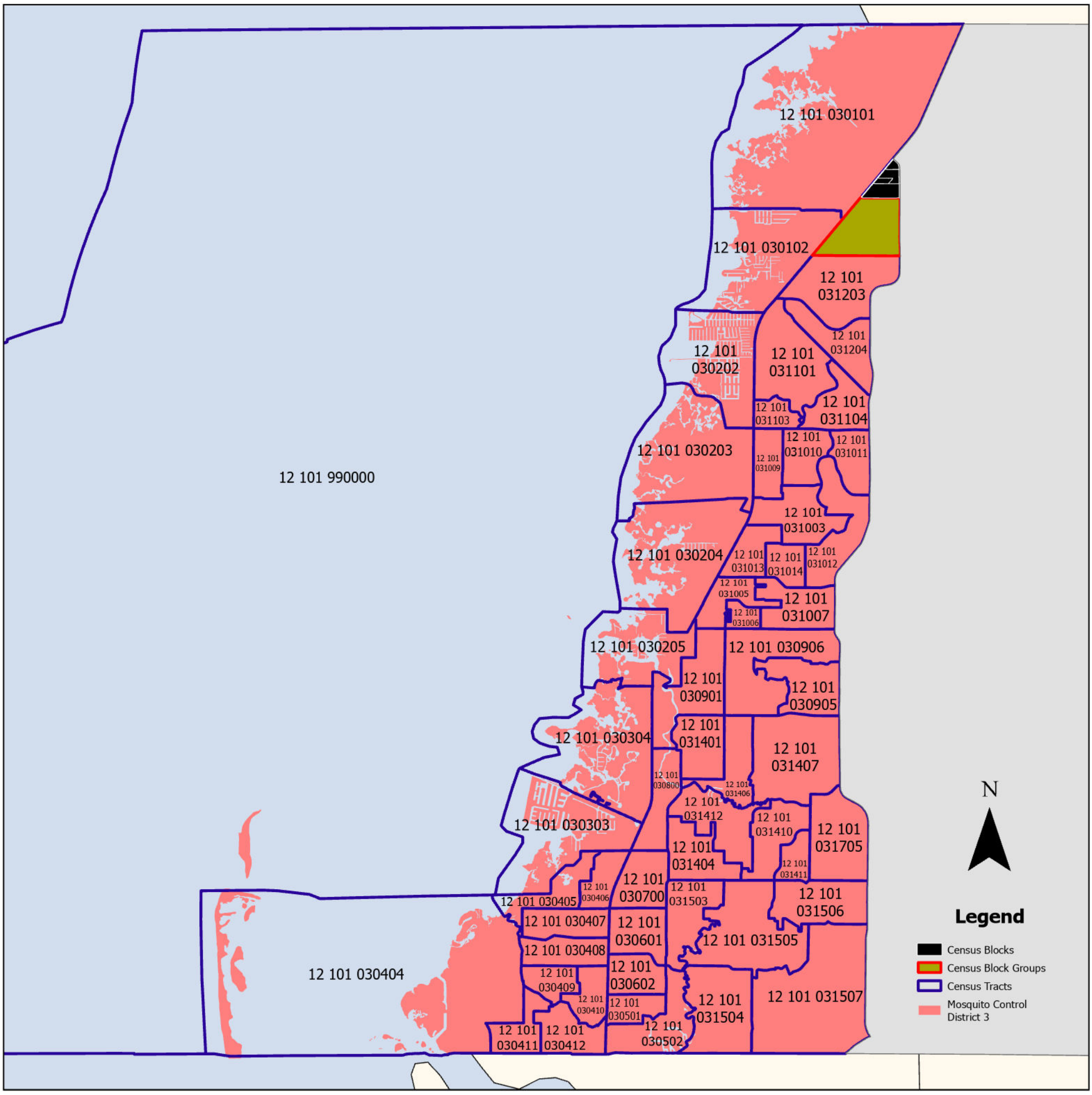

MOSQUITO CONTROL DISTRICT 3

All Boundaries are based on 2020 Census Tracts, Block Groups, or Blocks

CENSUS TRACTS

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CENSUS BLOCK GROUPS

121010318072

CENSUS BLOCKS

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121010318071025 121010318071029 121010318071030

Ms. Thompson noted the proof of publication.

Ms. Johanna Cheshire, Chief of Staff, read the item into the record and spoke regarding that a PowerPoint presentation was available.

There was no public comment.

Discussion was held regarding public comment procedures.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion, the vote was unanimous, and the motion carried.

P69 Petition to Vacate a Portion of the Platted Drainage and Utility Easement (Regular) – 2149 Sugarbush Drive, Holiday - Thomas Gazell – No Funding Required

File Number FAC26-0020
Comm. Dist. 3
Recommendation Approve

Ms. Thompson noted the proof of publication.

Ms. Lori Jo Bryant, Real Property, used a PowerPoint presentation to review the item.

There was no public comment.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

P70 Zoning Amendment (Regular) – Enclave at Livingston MPUD – Academy at the Lakes – Rezoning Request from an A-R Agricultural-Residential Zoning District to MPUD Master Planned Unit Development District to Allow for the Development of 178 Townhome Dwelling Units and Associated Infrastructure on Approximately 46.3 Acres Located in South-Central Pasco

File Number PDE26-7781
Comm. Dist. 2
Recommendation Approval with Conditions

Ms. Thompson noted the proof of publication.

Mr. William Vermillion, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item and spoke regarding ex parte communication that had been submitted.

Ms. Susan Lang and Mr. George Kovolew spoke regarding personal histories; displayed maps; traffic concerns; access concerns; infrastructure concerns; accident statistics; emergency response times; water; traffic issues; traffic light issues; and traffic flow.

Ms. Barbara Wilhite, representative for the applicant, used a PowerPoint presentation to review the item.

Mr. Nectarios Pittos, Director of Planning Services, Mr. Jeremy Couch, Tampa Civil Design & Engineering, Ms. Nicki Spirtos, County Attorney's Office, Mr. Steve Henry, Lincks and Associates, Mr. Nick Uhren, County Engineer, and Mr. David Allen, Assistant County Administrator for Development Services, spoke during the discussion.

Discussion was held regarding a road that was already in failure; how the improvements were to help; what was included in the Agenda Packet; capacity; current volume; the traffic study; language in the conditions; construction traffic; roads in the area; the neighborhood meeting; concerns from the residents; flooding concerns; the Planning Commission meeting; stormwater; water flow issues; something a resident had done that had negative impacts to the other residents; efforts by the County Attorney's Office; drainage concerns; how long the project had been worked on; Cypress Creek; current and historical maps that were displayed; drainage ditches and pipes; SWFWMD (Southwest Florida Water Management District) and permitting; pictures of the pipes and the area that were displayed; property heights; downstream customers; being good neighbors; different basins and their standards; a brief history of a neighboring property; what the County was willing to do; efforts to hold water; retention ponds; storms; legal questions; jurisdiction; citations; DEP (Department of Environmental Protection); policy questions; exceeding requirements; proposed intersection improvements and an estimation on how long they would take; connectivity; concerns raised by the public pertaining to traffic; accident data and statistics; intersection mitigation; a picture displayed by Chairman Starkey; trees around stormwater ponds; tree mitigation fees; estimated costs; balancing the volume; nearby major intersections; current and

proposed traffic patterns; road connections; commercial properties; suggested language changes; appreciation for the communication; associated costs; suggested road improvements; potential language to be included in the motion; and potential flexibility.

COMMISSIONER WEIGHTMAN MOVED approval to receive and file documents submitted by Ms. Barbara Wilhite; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

COMMISSIONER WEIGHTMAN MOVED approval of Staff's recommendation including to add the language "prior to the final building inspection for the first residential unit" to the intersection improvements; **COMMISSIONER OAKLEY SECONDED.**

COMMISSIONER WEIGHTMAN AMENDED his previous motion to approval of Staff's recommendation including to add the language "prior to the final building inspection for the first residential unit" to the intersection improvements to also include the flexibility option for the intersection improvement as presented or the paving of a portion of 20 Mile Level Road and if the course changed that the Board would be updated; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the motion carried with Commissioner Yeager and Commissioner Mariano voting nay.

Noted Items

Agenda Items N71 through N111 were noted.

Addendum

There was none.

Walk-Ons

There were none.

Post Meeting Materials

To view post meeting materials, visit www.pascocountyfl.net and navigate to the Agendas and Minutes page.

Adjourn

Commissioner Yeager left the meeting at 11:05 a.m. and returned at 11:12 a.m.

Commissioner Weightman left the meeting at 11:16 a.m. and returned at 11:24 a.m.

Commissioner Yeager left the meeting at 12:02 p.m. and returned at 12:05 p.m.

Commissioner Oakley left the meeting at 2:49 p.m. and returned at 2:53 p.m.

Commissioner Weightman left the meeting at 3:47 p.m. and returned at 3:54 p.m.

Commissioner Oakley left the meeting at 3:50 p.m. and returned at 3:54 p.m.

Commissioner Yeager left the meeting at 3:55 p.m. and returned at 3:58 p.m.

The meeting adjourned at 4:55 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
KATHRYN STARKEY
CHAIRMAN PRESIDING
OCTOBER 21, 2025

APPROVED IN REGULAR SESSION JUNE 16, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JUNE 16, 2026

ATTEST:

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Jessica L Faircloth, Records Clerk III
Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0179 **DATE:** 6/16/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning November 12, 2025 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 11-12-2025 - FINAL

BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY, FLORIDA
REGULAR MEETING/REZONINGS

ANNOTATED MINUTES

NOVEMBER 12, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

HISTORIC PASCO COUNTY COURTHOUSE, BOARD ROOM 2ND FLOOR
37918 MERIDIAN AVENUE, DADE CITY, FL 33525

County Commissioners	Honorable Kathryn Starkey, Chairman, District 3 Honorable Jack Mariano, Vice Chairman, District 5 Honorable Seth Weightman, Second Vice-Chairman, District 2 Honorable Ronald E. Oakley, District 1 Honorable Lisa Yeager, District 4
Clerk & Comptroller	Honorable Nikki Alvarez-Sowles, Esq. **Rep. by Mr. Harold Sample, Deputy Clerk**
County Administrator	Mike Carballa, P.E.
County Attorney	Jeffrey N. Steinsnyder, Esq.

Call To Order

Chairman Starkey called the meeting to order at 10:00 a.m.

Invocation
Pledge of Allegiance

A Chaplain gave the Invocation

Mr. Sample led the Pledge of Allegiance to the Flag.

Roll Call

Mr. Sample called the roll. All Commissioners were present.

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the Agenda in person inside the Board Room. The Board will take Public Comment on items on this agenda. It is requested that when you address the Board, that comments are not directed personally against a commissioner or team member, but rather directed at the issues. This provides mutual respect between the board members and the public.

Chairman Starkey reviewed the procedures to be followed and called for public comment.

Mr. Tom Frain, Treasurer of Betmar Acres Club Incorporated, Mr. Scott Wachsmuth, Vice-President of Betmar Acres Club Incorporated, Mr. John Hannon, Mr. Alan Lane, Mr. Norman Kline, Mr. Greg Dawson, Mr. Doug Drozd, Ms. Julia Bartunek, and Mr. Robert Fuerst, Pasco County Professional Fire Fighters, spoke regarding the Betmar Acres community; property tax issues and previous comments; the documents submitted by Mr. Tom Frain; comments from an Assistant County Attorney; fee assessments; Pasco County Code of Ordinances; adopted Resolutions; non ad valorem assessments; Florida State Statutes; that lot owners should be charged and not the corporation as a whole; private roads; speeding concerns; police response; money spent to maintain roads; issues with Morris Bridge and Chancey being closed for so long; traffic on Lanier Road; issues with emergency service access on Lanier Road; road maintenance; confrontation issues; personal histories; road rage concerns; county and private responsibilities; roadway conditions; the lack of speed limit signs; safety concerns; personal property locations; trespassing issues; past letters that had been sent pertaining to the donation of right-of-way; land ownership changes; county utilities; past claims that had been filed; wanting clarification on who was responsible; school traffic on Centennial Road that was getting worse; that people were driving on front lawns to turn around; emergency access issues on Centennial Road; roads that had been paved in the area; traffic patterns; wanting the County to work with the School Board to find a solution; loops in the school parking lots; the Tree Mitigation Fund; keeping Pasco beautiful; the desire for a massive tree planting; the need for trees along trails for shade; the Planning Commission’s efforts; stormwater management; that trees could help with water retention; the tree canopy; appreciation to Mr. J.J. Murphy, Assistant County Administrator for Public Safety, for all the work he had done in the County and his last day with the County; accolades and stories; his leadership; mental health visits for firefighters; his integrity and compassion; and his retirement.

Mr. J.J. Murphy, Assistant County Administrator for Public Safety, spoke during the discussion.

Discussion was held regarding a private road and whether it was paved; road maintenance; when Two Rivers was approved; connectivity; what had been originally approved; Staff that would be directed to speak with the citizens; when Morris Bridge and Chancey was expected to be repaired and opened; working with the School Board; school safety meetings; appreciation for all Mr. Murphy has done; taking over the jail; bringing back the Public Safety branch; challenges within the fire department; focusing on mental health; lobbying to bring money back to the County; his leadership; positive support; that they were going to miss him; doing what needed to be done; his retirement; appreciation to everyone for their comments; it being a highlight of his career; appreciation for the team's efforts; moving inmates to the new facilities; firefighter staffing and hours; and appreciation for their investment into the mental health.

COMMISSIONER OAKLEY MOVED approval to receive and file document submitted by Mr. Tom Frain; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Resolutions

Commissioners Items - Chairman Starkey

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring The Month Of November As National Hospice And Palliative Care Month And Commending Gulfside Healthcare Services For Its Outstanding Service And Dedication To The Citizens Of Pasco County

File Number CAO26-5109
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Ms. Linda Ward, President and CEO of Gulfside Healthcare Services, spoke regarding their support from the Board through the years, how long they had been in existence, those they had served, congratulations to Mr. J.J. Murphy, Assistant County Administrator for Public Safety, on his retirement; and appreciation for Pasco County Fire Rescue for their assistance over the years.

Discussion was held regarding appreciation for all they did in Pasco County; helping people during the sad times; support over the years; the new care center coming to New Port Richey; current care centers; growth over the years into other counties;

personal stories and experiences with hospice; working with families; that it took a special person for the job; and making it a peaceful transition.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Consent

COMMISSIONER OAKLEY MOVED approval of the Consent Agenda with the exception of Agenda Items C23, C25, C30, C37, C38, and C53 which had been pulled for revision or discussion and Agenda Item C28 which had been withdrawn; **COMMISSIONER MARIANO SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Internal Services - Facilities Management

C23 Renaming The Dade City Senior Center – The Wilton Simpson Senior Center – 13900 4th Street, Dade City – No Funding Required
File Number FAC26-0056
Comm. Dist. 1
Recommendation Approve

Mr. Andrew Baxter, Director of Facilities Management, spoke during the discussion.

Discussion was held regarding appreciation for all the Honorable Wilton Simpson, Florida Commissioner of Agriculture, and his family had done for the community of Pasco County and adding his name to the building.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Internal Services - Office of Management and Budget

C25 Budget Amendment – Transfer from Tree Fund Reserves – Public Infrastructure Branch, Public Works Department – Provide Funding for Bid No. IFB-KM-25-057 – Arazoza Brothers Corporation – Median Landscape/Irrigation Construction – $700,000.00

File Number OMB26-0005
Comm. Dist. All
Recommendation Approve

Discussion was held regarding highlighting the tree dollars going to work quickly; that it was a great example of the Board's commitment; reinvesting in and beautifying the community; public comment; the tree canopy; the budgeting perspective; the amount in the fund; the plan to move across the County; that it was a great way to spend the money; and looking to expand current landscaping.

COMMISSIONER WEIGHTMAN MOVED approval of Staff's recommendation; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

C28 Correction to Budget Resolution No. 25-341 – Resource and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies (RESTORE) Spill Impact Funding (Pot 3) Grant – Office of Management and Budget – $12,519,988.00

File Number OMB26-0008
Comm. Dist. 4, 5
Recommendation Approve

Discussion was held regarding why the item was withdrawn.

The item was withdrawn.

Internal Services - Purchasing

C30 Authorization to Shortlist and Delegation of Negotiations and Execution of Agreements to County Administrator for RSQ-TPR-25-061 – Design Services for Dade City Multifunctional Community Recreation, Veterans Center and Shelter – Not to Exceed Budgeted Amount Plus 20%
File Number PU26-0003
Comm. Dist. All
Recommendation Approve

Discussion was held regarding Mr. Keith Wiley, Director of Parks, Recreation and Natural Resources; working with the City of Dade City; state funding; that it was much needed on the east side; emergency services that would be provided; federal asks; and the storms.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation; **COMMISSIONER MARIANO SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Public Infrastructure - Transportation Engineering

C37 Task Order No. TED26-0021, Budget Amendment, and Budget Resolution – Cumbey and Fair, Inc. – Design and Post Design Services for Curley Road Sidewalk from State Road 54/Wesley Chapel Boulevard to Wells Road and Wells Road from the West Property Line of the Pasco County Schools Campus to Curley Road and Chargeback Related Costs – $300,000.00
File Number TED26-0021
Comm. Dist. 1
Recommendation Approve

Discussion was held regarding that the road had been needed for a long time; sidewalks in the area; population growth; and funding.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation; **COMMISSIONER YEAGER SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

C38 Local Agency Program (LAP) Agreement, Budget Amendment, and Budget Resolution – Florida Department of Transportation (FDOT) and Pasco County – Construction and Construction Engineering Inspection (CEI) Activities for Pasco Elementary - Fort King Road from Hester Road to North of Coleman Avenue Sidewalk Project (FPN:4455031 58 01) – $971,218.00 Grant Funding

File Number TED26-0031
Comm. Dist. 1
Recommendation Approve

Mr. Panos Kontses, Transportation Engineering, spoke during the discussion.

Discussion was held regarding that the sidewalk had been needed for a long time; whether it was going to be a multi-use path; the Orange Belt Trail; trail routes; the displayed map; a sidewalk being torn up on 52; the Hardy Trail; trail connections; trail alignments; nearby schools; sidewalk widths; the funding; whether it had gone through the MPO (Metropolitan Planning Organization) ranking process; the Local Agency Program (LAP); potential right-of-way issues; motorized transportation students used sometimes; safety concerns; pedestrian standards; drainage; and trail rest stops.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation; **COMMISSIONER MARIANO SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Public Services - Parks, Recreation and Natural Resources

C53 Funding Agreement – Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program – 4G Ranch – $34,075,000.00
File Number PRN26-0016
Comm. Dist. 1
Recommendation Approve

Mr. Keith Wiley, Director of Parks, Recreation and Natural Resources, spoke regarding that it was a big deal, it was the largest acquisition through the ELAMP program to date, the ELAMP program, corridor connections, State partnerships, the agreement before the Board, the displayed map, working with FDOT for a wildlife crossing, funding contributions, acres managed, and density increases and negotiation.

Discussion was held regarding residential density changes; lot and home sizes; the rural nature of Pasco County; nearby developments; open spaces; willing landowners to sell property at a lower price; connecting the corridors; appreciation to the Phillips family; bringing the environment back; the displayed map; and trails.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation; **COMMISSIONER YEAGER SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Regular

Development Services - Planning, Development, and Economic Growth

R55 Economic Incentive Agreement – VantagePoint AI, LLC, March Street, LLC, & 2319 Oak Myrtle Lane, LLC – Job Creation and Economic Incentives - $331,047.00
File Number PDE26-0029
Comm. Dist. 2
Recommendation Approve

Mr. David Engel, Director of Planning, Development and Economic Growth, used a PowerPoint presentation to review the item.

Mr. Turner Arbour, Pasco Economic Development Council (PEDC), spoke regarding VantagePoint AI, the project and investments, attracting high technology industries, artificial intelligence, and bringing more companies to the region.

Mr. Lane Mendelsohn, President and CEO of VantagePoint, spoke regarding growth, making a push towards having in office staff, remote positions, his father and what he had taught him, a brief history of the company and his family, what they had learned over the years, those he had worked with in the County, his appreciation to everyone for their support, and the project.

Discussion was held regarding personal stories with Mr. Mendelsohn and the family; the family's contributions to the community; appreciation for all they had done; the return on investments; growth in the county; looking forward to working with them; the effects of COVID; the old building; the office space they found; what they went through to get the building; target industries; opportunities; Commissioners' term lengths; and that they had set examples for all to follow.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Public Infrastructure - Utilities

R56 (To Be Heard After P68) Joint Funding Agreement between Pasco County, Mu Landco Liquidating Company, LLC, SF Landco Liquidating Company, LLC, EPG Hillcrest Holdings, LLC, EPG Palmetto Ridge Holding, LLC, Lennar Homes, LLC, Palmetto Ridge Cattle Co, LLC, and Jen Holdco 24, LLC – State Road 52/Old Pasco Road Utilities Corridor – $40,722,000.00

File Number UTD26-0085
Comm. Dist. 1, 2
Recommendation Approve

Mr. Adolfo Gonzalez, Director of Utilities Engineering & Contract Management, used a PowerPoint presentation to review the item.

There was no public comment.

Mr. Joel Tew, Eisenhower Property Group, Ms. Jordan Wolfgram, County Attorney's Office, and Mr. Clarke Hobby, representative for the Property Owner's Group, spoke during the discussion.

Discussion was held regarding what was coming along Old Pasco Road; whether current construction would be torn up later; a widening project; plans that were on the books; agreement negotiations; directional drilling; working with DOT; added language from the County Attorney's Office; appreciation to all who had worked on the project; how long they had been working on the project; that a regional issue was getting fixed;

making sure the County was whole; infrastructure; the Planning Commission meetings; the Utilities Master Plan; getting ahead of the game; that it was a great public benefit; and whether there was another area in the County to be looked at next.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation including the added language to the agreement, "Notwithstanding any of the County funding provision the County retains the right to apply for and utilize grant funding sources for the County loan amount which is a defined term and purely related to phases one through four."; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Updates from Chairman-Appointed Boards and Committees

The updates were provided under Miscellaneous Business.

Miscellaneous Business - District One - Commissioner Oakley

- Commissioner Oakley spoke regarding going deer hunting.
- He displayed pictures and spoke regarding the Public Infrastructure Supervisors Quarterly Meeting.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman spoke regarding the University of South Florida football team being in the playoffs.
- He spoke regarding his appreciation to the School Board for their roundtable and those who were present.
- He spoke regarding an overview of the recent Two Good Soles Event and Mr. Lane Mendelsohn and his family's contributions.

  Ms. Cathy Pearson, Assistant County Administrator for Public Services, and Mr. Mr. Lane Mendelsohn, spoke during the discussion.

  Discussion was held regarding Commissioner Weightman's speech; how many years the event had been taking place; those who participated; the number of shoes and socks that had been collected to date; comments from the social and case workers; appreciation to Mr. Mendelsohn and a brief history of his and his family's community contributions over the years; and the sizes that were needed.

Miscellaneous Business - District Three - Commissioner Starkey

- Chairman Starkey spoke regarding two members to be appointed to the TDC (Tourist Development Council).

  COMMISSIONER MARIANO MOVED approval to appoint Ms. Erica Broadnax and Mr. Antonio Perez to the Tourist Development Council; **COMMISSIONER OAKLEY SECONDED.**

  Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

- She displayed pictures and spoke regarding the Metropolitan Ministries Campus Dedication.

- She displayed pictures and spoke regarding Mr. Tim Mark's, former CEO of Metropolitan Ministries, retirement from Metropolitan Ministries.

- She displayed pictures and spoke regarding the CEO tour, where they toured, and who was present.

- She displayed pictures and spoke regarding the Tampa Bay Chamber Public Policy Roundtable.

- She displayed pictures and spoke regarding Saddlebrook.

- She displayed videos and spoke regarding a car wash and two parcels that were not connected and how people were driving in and out of the parcels.

  Mr. David Allen, Assistant County Administrator for Development Services.

  Discussion was held regarding the property owners; whether they would be required to interconnect; what was required as part of the project; and that one of the property owners did not want to connect.

- She displayed a picture and spoke regarding a recent meeting that was held with constituents pertaining to Gulf Trace Boulevard, and a connection that was lost.

  Mr. Panos Kontses, Transportation Engineering, spoke during the discussion.

  Discussion was held regarding that it was a connection the Board had previously asked Staff to explore; coordination with the local community; meetings that were held; concepts that were presented; comments that were received; neighboring roads; routes people would have to take through the neighborhood to get around; Gulf Trace Elementary School; property values; and the next steps forward.

- She spoke regarding the inaugural education and legislation partnership forum she had attended.

- She spoke regarding Mr. Charlie Kirk and whether they Board wanted to consider naming a road after him.

- She spoke regarding legislation that had been filed for e-bikes, scooters, and pocket bikes, conversations with Commissioners in other counties, and that she had written the sponsors of the Bill.

- She spoke regarding the AHAC Workshop on Affordable Housing.

- She spoke regarding the recent Tampa Home Interview.

- She spoke regarding Mr. Matt Call, Wheelock Communities, who had been instrumental in Starkey Ranch, had recently passed away from cancer.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager distributed a document and spoke regarding Stockings for Seniors and items they were collecting.

- She displayed pictures and spoke regarding partnering with One Stop Shop, furniture and home items that had been donated, and appreciation to the Parks Department for their help.

- She displayed pictures and spoke regarding the Inaugural Education and Legislative Partnership Forum.

  Discussion was held regarding suggested topics of discussion.

- She displayed pictures and spoke regarding the Pasco Senior Halloween Contest and appreciation to all Staff members who participated.

- She displayed pictures and spoke regarding the Vincent House Chili Cook-Off.

- She displayed pictures and spoke regarding the Gold Star Family Breakfast.

- She displayed pictures and spoke regarding the Area Agency on Aging Luncheon.

- She displayed pictures and spoke regarding their 2nd Health Fair with the Department of Health, the Moffitt Mobile Lung Screening Bus, and Feeding Tampa Bay.

- She displayed pictures and spoke regarding the Habitat for Humanity homes that were being dedicated.

- She displayed pictures and spoke regarding the Paint the Night Blue Event for Pasco Kids First.

  Discussion was held regarding the location of the event and a local artist that had been abused as a child.

- She displayed pictures and spoke regarding the welcome for the Annual Legislative Delegation.

- She spoke regarding a lady she had met who had served in three different branches of military and then as a police officer.

Miscellaneous Business - District Five - Commissioner Mariano

- Commissioner Mariano displayed pictures and spoke regarding the Saddlebrook Resort and Golf Course and the recent renovations.

- He displayed pictures and spoke regarding labor shortages.

- He displayed pictures and spoke regarding the Paint the Night Blue Event for Pasco Kids First.

- He displayed pictures and spoke regarding the AmSkills Graduation and the story of a recent graduate.

- He displayed pictures and spoke regarding the Gold Star Family Breakfast, those he sat with, monuments at the event, those who had spoken, fundraising discussions, and a potential golf tournament to be held around scalloping season.

- He displayed pictures and spoke regarding the New Port Richey Rotary Veterans.

- He displayed pictures and spoke regarding his recent trip to Greece to celebrate his 30th Wedding Anniversary and the history there.

- Later in the meeting, he displayed pictures and spoke regarding the Steps to Recovery and Elks members present for a banquet.

- He displayed and distributed documents and spoke regarding the disaster recovery meetings.

Discussion was held regarding appreciation to Staff for their efforts.

Miscellaneous Business - County Administrator

- Mr. Carballa spoke regarding acknowledging the Emergency Management Team for being deployed to Arizona during the flash floods to help provide services to the area.

  Discussion was held regarding areas that didn't know how to handle disaster pickup; Staff efforts; and good examples to train.

Miscellaneous Business - County Attorney

- Mr. Steinsnyder spoke regarding pending litigation with Coastline Boatlift Covers, saying that it had been dismissed by the court based on adoption of the new Ordinance, a brief overview of what had occurred, appeals, and his recommendation.

Miscellaneous Business - Clerk and Comptroller

- No items.

Miscellaneous Business – Sheriff

- Absent.

THE BOARD RECESSED AT 12:03 P.M. AND RECONVENED AT 1:30 P.M.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P57 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Amending Section 802 Tree Preservation And Replacement; Section 802.1 Intent And Purpose; Section 802.2 Applicability; Section 802.3 Tree Removal; Creating Section 802.4 New Development; Section 802.5 Existing Problem Trees; Section 802.6 Tree Protection; Section 802.7 Trees Of Special Significance; Section 802.8 Heritage Trees; Section 802.9 Tree Mitigation Fund; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE26-0003
Comm. Dist. All
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding the continuance request.

Discussion was held regarding whether it was an extension; that it was a continuance of the adoption hearing; the upcoming LPA (Local Planning Agency) meeting; the upcoming first reading before the Board; and wondering why it was taking so long before adoption.

COMMISSIONER MARIANO MOVED approval to continue to the February 17, 2026 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

P58 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Small-Scale Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 08) From AG/R (Agricultural/Rural) To RES-1 (Residential 1 - Du/Ga) On Approximately 19.69 Acres Of Real Property Located On The North Side Of Blanton Road Approximately 2,150 Feet East Of The Intersection Of Blanton Road And Trilby Road; And A Text Amendment Creating Subarea Policy FLU 7.1.86 – Blanton Road MRS; And Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9(86) Blanton Road MRS; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE26-0031
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding the continuance request.

COMMISSIONER MARIANO MOVED approval to continue to the January 6, 2026 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

P59 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 522.9 Connected City Master Planned Unit Development District; Section 901 Infrastructure Standards; Section 901.1 Transportation Corridor Spacing; Section 901.6 Street Design And Dedication Requirements; Section 901.7 Bicycle Facilities; Section 901.8 Pedestrian Facilities; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE26-0002
Comm. Dist. All
Recommendation No Action Required

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record.

Ms. Rebecca Bogue, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item.

There was no public comment.

Discussion was held regarding a child that had recently been killed; sidewalks; whether it had gone before the Tampa Bay Builders Association; the Ordinance Development Team; the Horizontal Roundtable; comments they had received; the boardwalks over wetlands; and whether it would take care of new developments recently built that did not put a sidewalk across the front.

No action was required as this was the first public hearing. The adoption hearing was scheduled for the December 9, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey.

P60 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code, Section 1302.2 Mobility Fees, To Clarify That The 2025 Mobility Fee Schedules Do Not Expire On December 31, 2025; And Amending Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE26-0022
Comm. Dist. All
Recommendation No Action Required

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record.

There was no public comment.

No action was required as this was the first public hearing. The adoption hearing was scheduled for the December 9, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey.

P61 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Creating Section 530.25; Backyard Chickens; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE26-0001
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record.

There was no public comment.

Ms. Amandla Hill, Planning, Development and Economic Growth, spoke during the discussion.

Discussion was held regarding that it had been coming for years and the Board's previous recommendation to remove the permit requirement.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER WEIGHTMAN SECONDED.**

Mr. Sample called the roll; the vote was unanimous, and the motion carried.

P62 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Code Of Ordinances; Amending Section 14-27 Definitions; Creating Section 14-150 Conditions For The Keeping Of Chickens; Section 14-151 Coops And Enclosures; Section 14-152 Health, Sanitation And Nuisance; Section 14-153 Education; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Code Of Ordinances, And An Effective Date.

File Number PDE26-0028
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record.

Ms. Amandla Hill, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item.

There was no public comment.

Discussion was held regarding previous conversations; making it less cumbersome; the permit requirement that had been removed; that the course was supposed to be removed as well; language from the red-line document; suggested language changes; being okay with the monitoring; pullets; and direction to remove the required education course.

COMMISSIONER MARIANO MOVED to adopt and to waive introduction of the Ordinance; **COMMISSIONER YEAGER SECONDED.**

COMMISSIONER MARIANO AMENDED his previous motion of approval to adopt and to waive introduction of the Ordinance to also include the noted changes on no education; **COMMISSIONER YEAGER SECONDED.**

Mr. Sample called the roll; the vote was unanimous, and the motion carried.

P63 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code Section 530.5 Parking Or Storing Of Recreational Vehicles; Section 530.16 Parking And Storage Of Commercial Vehicles And Commercial Equipment In Certain Residential Areas Prohibited; And Other Sections As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number CC26-0001
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Code Compliance, read the item into the record and spoke regarding when it had been previously presented to the Board and that it had been presented to the Local Planning Agency and the Horizontal Roundtable.

There was no public comment.

Discussion was held regarding previous discussion on commercial vehicles being taken home; what was already not allowed by the original Ordinance; what the Ordinance before the Board would be changing; whether something could be amended in the future; issues that were being faced in communities; recreational vehicle issues; on street parking issues; wandering who was in charge of parking in CDDs (Community Development Districts); Starkey Ranch; an upcoming meeting; the Sheriff's Office; and having a period of providing information before enforcement.

COMMISSIONER MARIANO MOVED approval to adopt; **COMMISSIONER OAKLEY SECONDED.**

Mr. Sample called the roll; the vote was unanimous, and the motion carried.

P64 An Ordinance By The Board Of County Commissioners Of Pasco County, Florida, Providing For The Establishment Of A Municipal Service Taxing Unit For Law Enforcement In The Unincorporated Areas Of Pasco County, Florida; Providing For Definitions; Providing For Boundaries Of Said Taxing Unit; Providing For The Governing Body Of The Taxing Unit; Providing For Powers Of The Governing Body; Providing For The Authorization To Levy Ad Valorem Taxes Within Such Unit To Provide Law Enforcement Services; Providing For Inclusion In The Pasco County Code Of Ordinances; Providing For Limitations On Actions; Providing For Severability; And Providing For An Effective Date.

File Number OMB26-0003
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Amielee Farrell, Budget Director of the Office of Management and Budget, used a PowerPoint presentation to review the item.

There was no public comment.

Chief Chase Daniels, Undersheriff of Community Outreach Operations for the Sheriff's Office, spoke during the discussion.

Discussion was held regarding when it had been looked at years before and concerns that had been raised; the current law enforcement budget; the next step; working with the cities; wanting agreements in place; equity; city police forces; the Pasco Sheriff's Office helping cities; fees; communication with City Managers; costs of services; the Sheriff's Office being in support of the MSTU; resources provided to cities; building payroll codes; unincorporated taxpayers; cities that did not have police forces; not allowing people to be in danger; gas taxes; concerns with it being a burden to the County; AND that it could be set up but not funded until the agreements were in place.

COMMISSIONER OAKLEY MOVED approval to adopt and to waive introduction of the Ordinance and for the underlining which appeared in Section 1 to be deleted; **COMMISSIONER WEIGHTMAN SECONDED.**

Mr. Sample called the roll; the motion carried with Commissioner Mariano voting nay.

P65 An Ordinance By The Pasco County Board Of County Commissioners Amending And Restating Ordinances 79-28 And 01-012 Pertaining To The Pasco County Municipal Fire Service Taxing Unit, By Providing For Additional Municipal Services To Be Funded; Providing For Repealer; Providing For Severability; Providing For Inclusion In The County Code Of Ordinances; And Providing An Effective Date.

File Number FR26-1004
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

Chief Ryan Guynn, Fire Chief, used a PowerPoint presentation to review the item.

There was no public comment.

Discussion was held regarding setting costs; fixing costs involved; what was already being charged; agreements; and the billing department.

COMMISSIONER OAKLEY MOVED approval to adopt and to waive introduction of the Ordinance; **COMMISSIONER MARIANO SECONDED.**

Mr. Sample called the roll; the vote was unanimous, and the motion carried.

P66 An Ordinance Amending Pasco County Ordinance No. 21-40 Contracting The Boundaries Of Two Rivers North Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Miscellaneous Provisions; Providing For An Effective Date.

File Number PDE26-0008
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record.

There was no public comment.

Mr. Brian Lamb, representative for the applicant, and Mr. Nectarios Pittos, Director of Planning Services, spoke during the discussion.

Discussion was held regarding whether they would be connecting to Lanier Road; a commercial parcel; new versus old Lanier Road; the boundaries; an old plat; a sinkhole in the area; and Timber Oaks.

COMMISSIONER WEIGHTMAN MOVED approval to adopt; **COMMISSIONER OAKLEY SECONDED.**

Mr. Sample called the roll; the vote was unanimous, and the motion carried.

P67 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheets 05, 11, 12, 17, 18, And 23) From AG/R (Agricultural/Rural), RES-1 (Residential-1 Du/Ga), RES-3 (Residential-3 Du/Ga), RES-6 (Residential-6 Du/Ga), RES-9 (Residential-9 Du/Ga), RES-12 (Residential-12 Du/Ga), And ROR (Retail/Office/Residential) To CON (Conservation Lands) On Approximately 2,813 Acres Of Real Property Located Throughout Pasco County; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE26-0140
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record.

There was no public comment.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER YEAGER SECONDED.**

Mr. Sample called the roll; the vote was unanimous, and the motion carried.

Public Hearings at 1:30 p.m.

Mr. Steinsnyder explained there were no rezoning items nor quasi-judicial items on the Agenda so they did not need to swear people in or review the procedures.

P68 A Resolution Establishing A Utility Connection Fee Surcharge For The Development Of Utility Infrastructure Along State Road 52 Beginning At U.S. 41 And Ending At Interstate 75; Establishing The Rates For The Surcharge; Establishing the Boundaries For The Surcharge; Providing For Applicability And An Effective Date.
File Number UTD26-0098
Comm. Dist. 1, 2
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Adolfo Gonzalez, Director of Utilities Engineering & Contract Management, used a PowerPoint presentation to review the item.

There was no public comment.

Ms. Jordan Wolfgram, County Attorney's Office, Mr. Clarke Hobby, representative for the Property Owner's Group, and Mr. Joel Tew, representative for the Eisenhower Property Group, spoke during the discussion.

Discussion was held regarding the companion item which would be heard next; the shortfall; fee assumptions; funding; lots and zonings that would and would not be required to connect; industrial; the Employment Center; how long it would be before they got the money back; the phasing; obligations; wellfields; the recharge area; septic systems; lots to be developed in the future; grants; language in the agreement; suggested language; calculations that could be adjusted; how the costs would be split; what was before the Board; the surcharges; clauses; what could be amended in the future; the intention; and provisions that could be added to the funding agreement.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation; **COMMISSIONER YEAGER SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

P69 Resolution Of The Board Of County Commissioners (The "Board") Of Pasco County, Florida (The "County"), Granting Host Community Approval Pursuant To Section 147(f) Of The Internal Revenue Code Of 1986, As Amended (The "Code"), The Expenditure Of A Portion Of The Proceeds Of Maryland Health And Higher Educational Facilities Authority, Of Its Revenue Bonds (Qualified 501(c)(3) Bonds As Defined In Section 145 Of The Code), In One Or More Series Or Issues, Either Taxable Or Tax-Exempt, Or Both In An Aggregate Principal Amount Not To Exceed $280,000,000 (The "Bonds") For The Purposes Of Financing And Refinancing Costs Incurred Or To Be Incurred By The Johns Hopkins Health System Corporation For The Purposes Described Herein; Providing For Certain Other Matters In Connection Therewith; And Providing An Effective Date.

File Number OMB26-0002
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Amielee Farrell, Budget Director of the Office of Management and Budget, used a PowerPoint presentation to review the item.

There was no public comment.

Discussion was held regarding whether there was a conflict of interest.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Noted Items

Agenda Items N70 through N105 were noted.

Addendum

There was none.

Walk-Ons

There were none.

Post Meeting Materials

To view post meeting materials, visit www.pascocountyfl.net and navigate to the Agendas and Minutes page.

Adjourn

Commissioner Weightman left the meeting at 11:09 a.m. and returned at 11:12 a.m.

Commissioner Yeager left the meeting at 11:22 a.m. and returned at 11:23 a.m.

Chairman Starkey left the meeting at 11:24 a.m. and returned at 11:25 a.m.

Commissioner Oakley left the meeting at 11:43 a.m. and returned at 11:45 a.m.

Commissioner Yeager left the meeting at 2:38 p.m. and returned at 2:40 p.m.

Commissioner Oakley left the meeting at 2:55 p.m. and returned at 2:57 p.m.

Commissioner Yeager left the meeting at 3:28 p.m. and returned at 3:29 p.m.

The meeting adjourned at 3:30 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
KATHRYN STARKEY
CHAIRMAN PRESIDING
NOVEMBER 12, 2025

APPROVED IN REGULAR SESSION JUNE 16, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JUNE 16, 2026

ATTEST:

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Jessica L Faircloth, Records Clerk III
Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0180 **DATE:** 6/16/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning December 9, 2025 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 12-09-2025 - FINAL

BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY, FLORIDA
REGULAR MEETING/REZONINGS

ANNOTATED MINUTES

DECEMBER 9, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

County Commissioners	Honorable Kathryn Starkey, Chairman, District 3 Honorable Jack Mariano, Vice Chairman, District 5 Honorable Seth Weightman, Second Vice-Chairman, District 2 Honorable Ronald E. Oakley, District 1 Honorable Lisa Yeager, District 4
Clerk & Comptroller	Honorable Nikki Alvarez-Sowles, Esq.
County Administrator	Mike Carballa, P.E.
County Attorney	Jeffrey N. Steinsnyder, Esq.

Call To Order

Chairman Starkey called the meeting to order at 10:01 a.m.

Invocation
Pledge of Allegiance

A Chaplain gave the Invocation.

Ms. Alvarez-Sowles led the Pledge of Allegiance to the Flag.

A moment of silence was held for former Commissioner Ann Hildebrand who had passed away.

Reorganization – Board of County Commissioners

Mr. Steinsnyder reviewed the procedures to be followed.

There was no public comment.

Chairman Starkey passed the gavel to Ms. Alvarez-Sowles.

Ms. Alvarez-Sowles opened nominations for Chairman of the Board.

Commissioner Starkey nominated Commissioner Mariano for Chairman of the Board.

Ms. Alvarez-Sowles called for other nominations. There were none and she declared Commissioner Mariano as Chairman of the Board.

Ms. Alvarez-Sowles passed the gavel to Chairman Mariano.

Chairman Mariano opened nominations for Vice-Chairman of the Board.

Commissioner Starkey nominated Commissioner Weightman for Vice-Chairman of the Board.

Chairman Mariano called for other nominations. There were none and he declared Commissioner Weightman as Vice-Chairman of the Board.

Chairman Mariano opened nominations for Second Vice-Chairman of the Board.

Commissioner Weightman nominated Commissioner Yeager for Vice-Chairman of the Board.

Chairman Mariano called for other nominations. There were none and he declared Commissioner Yeager as Second Vice-Chairman of the Board.

Discussion was held regarding the nominations and serving.

Roll Call

Ms. Alvarez-Sowles called the roll. All Commissioners were present.

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the Agenda in person inside the Board Room. The Board will take Public Comment on items on this agenda. It is requested that when you address the Board, that comments are not directed personally against a commissioner or team member, but rather directed at the issues. This provides mutual respect between the board members and the public.

Chairman Mariano reviewed the procedures to be followed and called for public comment.

Mr. Allen Rose, Mr. Claude Logan, Mr. David Lambert, Executive Vice-President and General Manager for Withlacoochee River Electric Cooperative, and Mr. Andy Taylor, Regional Affairs Manager for Tampa Electric Company (TECO), spoke regarding information pertaining to waterways; stormwater flooding; public health issues; new construction projects; engineered plans; water flow issues; an upcoming project; retention ponds; Agenda Item C8; outdoor advertising companies; static billboards; an investigation; the pre-application meeting; the intent of an Ordinance; billboards to be removed; those present; Withlacoochee River Electric Cooperative capital credits that were returned to the members; the County's portion; investing in the community; appreciation for the partnerships; the check being presented to the Board; and Agenda Item RS2.

Discussion was held regarding Agenda Item C8; wishing everyone a Merry Christmas; growth in the County; the rural nature; partnerships; helping others; the first Miles that Matter fundraiser for All Children's Hospital; a recent veteran's project; and helping the community.

Resolutions

Commissioners Items - Commissioner Mariano

RS1 A Resolution By The Pasco County Commissioners Of Pasco County, Florida, Congratulating Michael Shumate On His Retirement And Commending His Outstanding Service To The Citizens And Animals Of Pasco County

File Number CAO26-5110
Comm. Dist. All
Recommendation Approve

Ms. Alvarez-Sowles read the Resolution into the record.

Ms. Cathy Pearson, Assistant County Administrator for Public Services, spoke regarding working with Mr. Shumate over the years, his leadership, the challenges, that he loved his family and work family, budgets and awards, and personal stories.

Ms. Michael Shumate, Director for Animal Services, spoke regarding being blessed, that there was a lot to overcome when he first came here, that it had been an honor to serve, support from other animal service groups, improvements to the shelters, appreciation to the Board for their support, his work family, and personal stories.

Discussion was held regarding his retirement; appreciation to him and the team for their efforts; tours of the facilities; updates to the facilities; his achievements and legacy; care the animals had received; other animal groups; his leadership; and volunteering.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER STARKEY SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous, and the motion carried.

Consent

COMMISSIONER OAKLEY MOVED approval of the Consent Agenda with the exception of Agenda Items C8, C32, C60, and C68 which were pulled for discussion or revision and Agenda Item C46 which had been withdrawn; **COMMISSIONER STARKEY SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous, and the motion carried.

Legislative/Administrative - County Attorney

C8 Request by Logan Outdoor Advertising, Inc. to enter into a Billboard Relocation and Construction Agreement pursuant to Section 70.20, Florida Statutes
File Number CAO26-2701
Comm. Dist. 3
Recommendation Denial

Ms. Elizabeth Blair, County Attorney's Office, spoke during the discussion.

Discussion was held regarding the item before the Board; the Ordinance; other agreements with other companies; static billboards that had been removed; digital conversions; the site plan; what had been negotiated; billboards that would need to be removed; and the hurricane workshop.

COMMISSIONER STARKEY MOVED approval of Staff's recommendation; **COMMISSIONER OAKLEY SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous, and the motion carried.

Internal Services - Office of Management and Budget

C32 Authorize Payments to Community Redevelopment Agencies (CRAs) — Due by January 1 Each Year per State Statute Requirement — $6,729,719.10
File Number OMB26-0009
Comm. Dist. All
Recommendation Approve

Discussion was held regarding blight in specific areas; where the money came from; looking into the blighted areas; whether they received an annual update on how the money was spent; and wanting a presentation.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation; **COMMISSIONER YEAGER SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous, and the motion carried.

Public Infrastructure - Transportation Engineering

C46 Task Order No. TED26-0028 – WSP USA Inc. – Design and Post Design Services for Zimmerman Road Sidewalk from Ranch Road to State Road 52 – $184,975.67
File Number TED26-0028
Comm. Dist. 5
Recommendation Approve

This item was withdrawn.

Public Services - Community Development

C60 Three (3) Subrecipient Agreements – Catholic Charities, Diocese of St. Petersburg, Inc.; Coalition for the Homeless of Pasco County, Inc.; Pasco County, Florida, Federally Assisted Housing, Inc. – 2025-2026 One-Year Action Plan for the Use of Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) Funds; Community Development Block Grant, CFDA No. 14.218; Emergency Solutions Grant, CFDA No. 14.231 – No Funding Required
File Number CD26-0026
Comm. Dist. All
Recommendation Approve

Ms. Mari Thieryung, Interim Director for Community Development, spoke during the discussion.

Discussion was held regarding concerns with administrative costs; the administrative process; getting the best bang for their buck; concerns with non-Pasco residents being placed in the shelters; and wanting the support they are giving to be focused on Pasco County residents.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation; **COMMISSIONER YEAGER SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous, and the motion carried.

Public Services - Office of Disaster Recovery Resources

C68 Individual Housing Program Policies and Procedures Funded by the Community Development Block Grant Disaster Recovery Funds - No Funding Required

File Number ODRR26-0006
Comm. Dist. All
Recommendation Approve

Mr. Charles “Chuck” Lane, Interim Director for the Office of Disaster Recovery Resources, used a PowerPoint presentation to review the item.

Mr. Tim Lagudi, Program Manager for IEM, spoke during the discussion.

Discussion was held regarding the Better Futures Program; what was before the Board; policies and procedures; requirements; the risks involved; review of the applications; duplication of benefits; fund recaptures; flooding issues; the three year residency requirements; hardship carveouts; disaster recovery; flood insurance; putting money back in the hands of the taxpayers; flexibility; the consulting firm; what they needed to be aware of for the future; litigation costs; potential penalties; the grant agreement; whether there could be liens; collateral; whether there was a database to cross reference; litigation in other states; approximate dollar amounts at risk; FEMA; a potential threshold that could set; liabilities; whether to remove the mortgage document; that the policies could be amended at any time; and appreciation to Mr. Lane for his efforts.

COMMISSIONER YEAGER MOVED approval of Staff’s recommendation including to amend the policies per the Board’s discussion; **COMMISSIONER STARKEY SECONDED.**

Chairman Mariano called on the motion; the motion carried with Commissioner Oakley voting nay.

Regular

Legislative/Administrative - County Administrator

R73 (11:15 A.M. Time Certain) Pasco EDC Quarterly Presentation
File Number CA26-5002
Comm. Dist. All
Recommendation Presentation Only

Mr. Bill Cronin, President and CEO for the Pasco County Economic Development Council (PEDC), used a PowerPoint presentation to review the item.

Discussion was held regarding appreciation and congratulations to the Commissioners; the budget; the partnership with Merrell; other partnerships; celebrating milestones with the companies; expansions; the Scallop Music Festival; and participation in a EDA Grant.

The item was for information only.

Constitutional Officers - Clerk and Comptroller

R74 (11:30 A.M. Time Certain) Semi-Annual Investment Portfolio Presentation
File Number CO26-0108
Comm. Dist. All
Recommendation Presentation Only

Ms. Alvarez-Sowles introduced the item.

Mr. Sean Gannon, Institutional Sales and Relationship Manager for PFM Asset Management, and Mr. Matt Lazar, Finance Division for the Clerk's Office, used a PowerPoint presentation to review the item.

Discussion was held regarding budget hearings; interest earnings; and the Florida Palm investment.

The item was for information only.

Public Services - Animal Services

R75 Confirmation of Animal Services Director – Gary Herrero – Annual Salary of $130,000.00
File Number PS26-0003
Comm. Dist. All
Recommendation Approve

Mr. Gary Herrero, Public Services, spoke regarding his appreciation for the opportunity and looking forward to stepping into the role and serving the community.

Ms. Cathy Pearson, Assistant County Administrator for Public Services, spoke during the discussion.

Discussion was held regarding his resume; his accolades; his education; and his interview.

COMMISSIONER WEIGHTMAN MOVED approval of Staff's recommendation; **COMMISSIONER OAKLEY SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous and the motion carried with Commissioner Yeager absent from the vote.

Public Services - Community Development

R76 Confirmation of Community Development Director – Mari Thieryung – Annual Salary of $130,000.00
File Number PS26-0001
Comm. Dist. All
Recommendation Approve

Ms. Cathy Pearson, Assistant County Administrator for Public Services, and Ms. Mari Thieryung, Interim Director for Community Development, spoke during the discussion.

Discussion was held regarding her resume; her accolades; and how to pronounce her last name.

COMMISSIONER STARKEY MOVED approval of Staff's recommendation; **COMMISSIONER OAKLEY SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous, and the motion carried with Commissioner Yeager absent from the vote.

Public Services - Office of Disaster Recovery Resources

R77 Confirmation of Office of Disaster Recovery Resources Director – Charles H. Lane – Annual Salary of $150,075.00
File Number PS26-0002
Comm. Dist. All
Recommendation Approve

Mr. Charles “Chuck” Lane, Interim Director for the Office of Disaster Recovery Resources, spoke regarding the opportunity and looking forward to doing what it takes.

Ms. Cathy Pearson, Assistant County Administrator for Public Services, spoke during the discussion.

Discussion was held regarding his resume; his accolades; working with him; excitement for him taking the position; a meeting in Sea Ranch; an email that had been sent; civic associations; appreciation for their dedication; Gulf Harbors; and helping the community.

COMMISSIONER OAKLEY MOVED approval of Staff’s recommendation; **COMMISSIONER STARKEY SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous, and the motion carried.

R78 Office of Disaster Recovery Resources Quarterly Update
File Number ODRR26-0008
Comm. Dist. All
Recommendation Presentation Only

Mr. Charles “Chuck” Lane, Director for the Office of Disaster Recovery Resources, and Mr. Tim Lagudi, Program Manager for IEM, used a PowerPoint presentation to review the item.

Discussion was held regarding team involvement; listening to what was being said at the meetings; the recent regional meeting; funding; wanting to help people at the higher levels; the application process; the mobile application locations and spreading information; travel RVs that were not eligible; other opportunities; the sense of urgency; the estimated timelines; and drywall versus magnesium boards.

The item was for information only.

Updates from Chairman-Appointed Boards and Committees

The updates were provided under Miscellaneous Business.

Miscellaneous Business - District One - Commissioner Oakley

- Commissioner Oakley displayed pictures and spoke regarding the AdventHealth Wesley Chapel Expansion Grand Opening and Ribbon Cutting.

- He displayed pictures and spoke regarding the Wilton Simpson Senior Center Ribbon Cutting.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman spoke regarding attending the EDC (Economic Development Council) Christmas party at 4G Ranch and appreciation to the landowners.

- He spoke regarding an upcoming farm share event to be held on January 30, 2026 at Life Church.

Miscellaneous Business - District Three - Commissioner Starkey

- Commissioner Starkey displayed pictures and spoke regarding the FAC (Florida Association of Counties) Conference in Tampa, the committee she chaired, and what had been discussed.

- She displayed pictures and spoke regarding the NACo (National Association of Counties) meeting in Dallas, Texas, data center concerns, and their top ten initiatives.

- She displayed pictures and spoke regarding the Magnolia Oaks Ribbon Cutting.

  Discussion was held regarding landscaping; adjacent properties; the Tree Mitigation Fund; different phases; and whether it was private land.

- She spoke regarding attending the recent CDBG-DR meeting, disappointment with the attendance, Gulf Harbors, a request for a heat map for homes damaged during the storms, targeting neighborhoods, and wanting to help people.

  Discussion was held regarding hurricane maps; flooding maps; and damage from the different storms.

- She spoke regarding the hazard mitigation grant funding they had received

  Discussion was held regarding the proposed allocations from the state; funding received; wanting to see the list of projects; a past project to clean out the Anclote River; property owners; dredging; and bringing back the flow of water.

- She spoke regarding wanting to know the procedure to get lights on dark roads.

  Mr. Nick Uhren, County Engineer, spoke during the discussion.

  Discussion was held regarding the CIP program; lighting streets; road definitions; what was required in new construction; a policy that was being drafted; resource allocation; different options on the table; finding the most cost effective way; Starkey Boulevard; and Long Leaf.

- Later in the meeting, she spoke regarding the recent TMA meeting, important times, how the meeting was conducted, discussions that were held, and those who had attended.

  Discussion was held regarding topics for the upcoming Tri-County meeting; the City of Tampa; neighboring counties; that a decision was needed; quorum issues; the MPO (Metropolitan Planning Organization); and the solution for the region.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager displayed pictures and spoke regarding the A Night with Florida Agriculture Commissioner, Wilton Simpson Event.

- She displayed pictures and spoke regarding the 18th Annual Prayer Breakfast.

- She displayed pictures and spoke regarding the Pasco EDC (Economic Development Council) Holiday Social at 4G Ranch.

- She displayed pictures the Magnolia Oaks Ribbon Cutting Ceremony.

- She spoke regarding attending the TBA (Tampa Police Benevolent Association) Christmas Party in St. Petersburg.

Miscellaneous Business - District Five - Commissioner Mariano

- Chairman Mariano spoke regarding the upcoming scheduled workshop.

  Discussion was held regarding potential scheduling conflicts; whether they wanted to reschedule the workshop; where to have it held; a visit to Kansas City; not seeing homeless or people panhandling; communicating with Kansas City; other scheduled workshop days; potentially combining workshops; wanting to consolidate meetings if possible; and requests for the meetings.

- He spoke regarding FAC (Florida Association of Counties), what he had attended, and funding assistance.

- He spoke regarding a landscaping grant for Magnolia Oaks.

  Discussion was held regarding concerns with the way it was set up; the landscaping grant; the Tree Mitigation Fund; reaching out to the TBBA (Tampa Bay Builders Association); concerns with using plants and shrubs; replacing the tree canopy; the front of the courthouse; saving taxpayer funds; allowing flexibility; crafting a policy; county properties; inmate work hours; a suggestion to see if they could use the funds and land by the jail to grow some of the shrubbery needed for the County; bringing back something to the Board for their consideration; and past jail programs.

- He displayed pictures and spoke regarding median irrigation, saving water, drainage collection, and examples from Washington, D.C.

  Discussion was held regarding the examples from Washington, D.C.; the pictures displayed; Rhode Island; and wanting them to look into it and to bring something back.

- He spoke regarding the Senior Games held at Plantation Palms.

- He spoke regarding the Board appointments, that most had remained the same, Commissioner Weightman was to sit on the Insurance Selection Committee, Chairman Mariano was to take over the Pasco Economic Development Council and Tourist Development Council, and Commissioner Yeager was to sit on Tampa Bay Water.

  Discussion was held regarding the Boards.

Miscellaneous Business - County Administrator

- Mr. Carballa spoke regarding reviewing expenditures and wondering if the Board wanted to look into the lobbyist contracts.

  Mr. Ralph Lair, Intergovernmental Affairs Officer, spoke during the discussion.

  Discussion was held regarding the current contracts; the hired firms; wanting to go back to who they had before; what they were able to do to move forward; aligning the scopes; federal lobbying groups; a chance to get something done; a potential project; what happened in Washington the previous year; White House connections; wanting to discuss it further at the next meeting; different opportunities; potentially consolidating contracts; an item to be brought back; state lobbying groups; wanting only two and not having three; work in Tallahassee; Live Local; updates they were given; who they would potentially cut; potentially testing them; cutting costs; someone who was stepping down; Senate Bills; property taxes; revisiting the conversation after the session; when the Governor would be signing; when legislation went into effect; and redistricting.

- He spoke regarding Internal Services collaborating with Pasco Kids First, Development Services partnering with local nursing homes to provide gifts, Public Infrastructure collecting donations for the animal shelter and a food drive, Public Safety sponsoring children through the Angel Tree program, Public Services helping Toys for Tots, sponsoring families for gifts, blood drives, assisting seniors and food pantries, and his pride in the organization for giving back to the community.

Miscellaneous Business - County Attorney

- Mr. Steinsnyder wished everyone a Happy Holiday.

  Discussion was held regarding the upcoming workshop.

Miscellaneous Business - Clerk and Comptroller

- Ms. Gay spoke regarding Agenda Item N152, that confidential information in the report had been redacted, and that the County's Director for Information Technology had the complete report.

- She spoke regarding Agenda Item N162.

Miscellaneous Business - Sheriff

- Absent.

THE BOARD RECESSED AT 12:01 P.M. AND RECONVENED AT 1:32 P.M. MS. ALVAREZ-SOWLES WAS REPRESENTED BY MS. DEBBIE GAY, DEPUTY CLERK, FOR THE AFTERNOON SESSION.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P79 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Small Scale Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 10) From ROR (Retail/Office/Residential) to IL (Industrial - Light) On Approximately 4.18 Acres of Real Property Located on the South Side of Stone Road Approximately 500 Feet East of the Intersection of US Hwy 19 and Stone Road; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE26-0027
Comm. Dist. 5
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Nectarios Pittos, Director for Planning Services, read the item into the record.

There was no public comment.

Ms. Barbara Wilhite, representative for the applicant, spoke regarding being available for questions.

Discussion was held regarding the Live Local provisions.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER YEAGER SECONDED.**

Ms. Gay called the roll; the vote was unanimous, and the motion carried.

P80 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code, Section 1302.2 Mobility Fees, To Clarify That The 2025 Mobility Fee Schedules Do Not Expire On December 31, 2025; And Amending Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE26-0022
Comm. Dist. All
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Nectarios Pittos, Director for Planning Services, read the item into the record.

There was no public comment.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER YEAGER SECONDED.**

Ms. Gay called the roll; the vote was unanimous, and the motion carried.

P81 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 18) From RES-6 (Residential 6- Du/Ga) To IL (Industrial-Light) On Approximately 1.80 Acres Of Real Property Located At The Southeast Corner Of The Intersection Of Alderman Lane And Rowan Road; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE26-0021
Comm. Dist. 4
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Nectarios Pittos, Director for Planning Services, read the item into the record.

There was no public comment.

Ms. Barbara Wilhite, representative for the applicant, spoke during the discussion.

Discussion was held regarding whether the property was associated with a nearby parcel; Live Local concerns; the families involved; the surrounding zoning; and a nearby business.

COMMISSIONER WEIGHTMAN MOVED approval to adopt; **COMMISSIONER OAKLEY SECONDED.**

Ms. Gay called the roll; the vote was unanimous, and the motion carried.

P82 An Ordinance Amending the Pasco County Comprehensive Plan; Providing for a Comprehensive Plan Amendment to the Future Land Use Maps (2-15 and Sheet 20) Changing from RES-3 (Residential-3 du/ga) to COM (Commercial) on Approximately 3.68 Acres of Real Property Located at the Northeast Corner of the Intersection of Land O' Lakes Boulevard and Wisteria Loop; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE26-0010
Comm. Dist. 2
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Nectarios Pittos, Director for Planning Services, read the item into the record.

There was no public comment.

Discussion was held regarding the multi-use path.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER STARKEY SECONDED.**

Ms. Gay called the roll; the vote was unanimous, and the motion carried.

P83 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 522.9 Connected City Master Planned Unit Development District; Section 901 Infrastructure Standards; Section 901.1 Transportation Corridor Spacing; Section 901.6 Street Design And Dedication Requirements; Section 901.7 Bicycle Facilities; Section 901.8 Pedestrian Facilities; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE26-0002
Comm. Dist. All
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Nectarios Pittos, Director for Planning Services, read the item into the record and spoke regarding that there was a revision since the first hearing pertaining to the list of allowable construction materials for boardwalks.

There was no public comment.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER WEIGHTMAN SECONDED.**

Ms. Gay called the roll; the vote was unanimous, and the motion carried.

Public Hearings at 1:30 p.m.

Mr. Steinsnyder reviewed the Public Hearing procedures to be followed.

Ms. Gay swore in those who planned to present testimony.

COMMISSIONER OAKLEY MOVED approval of the Public Hearing Consent Agenda which included Agenda Items P87 and P88; **COMMISSIONER STARKEY SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous, and the motion carried.

P84 Conditional Use Request (Continuance) – Bear Creek Group Home/Elevated Youth Services – Conditional Use for a Residential Treatment and Care Facility in an R-4 High Density Residential District – West Market Pasco County – East of Nature Trail Road 990 feet South of the Intersection of SR-52 and Nature Trail – Containing Approximately .16 Acre

File Number PDE26-CU09
Comm. Dist. 5
Recommendation Continuance Requested

Ms. Gay spoke regarding the item not being advertised correctly.

Mr. Nectarios Pittos, Director for Planning Services, read the item into the record and spoke regarding the continuance request.

COMMISSIONER WEIGHTMAN MOVED approval to continue to the January 20, 2026 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER OAKLEY SECONDED.**

Ms. Gay called the roll; the vote was unanimous, and the motion carried.

P85 Zoning Amendment (Continuance)- CL Shady Hills MPUD– FORTY NINE ACRES INC – Rezoning Request from C-2 General Commercial District to MPUD Master Planned Unit Development District to Allow for the Development of 160 Townhome Units and Associated Infrastructure on Approximately 24.11 Acres Located on the East Side of Shady Hills Road Approximately 720 Feet South of the Intersection of Shady Hills Road and County Line Road

File Number PDE26-7888
Comm. Dist. 5
Recommendation Continuance Requested

Ms. Gay noted the proof of publication.

Mr. Nectarios Pittos, Director for Planning Services, read the item into the record and spoke regarding the continuance request.

COMMISSIONER WEIGHTMAN MOVED approval to continue to a date uncertain; **COMMISSIONER OAKLEY SECONDED.**

Ms. Gay called the roll; the vote was unanimous, and the motion carried.

P86 Appeal (APPEAL-2025-00003) of the Planning, Development, and Economic Growth Department (PDE) Final Determination – Non-Conforming Use Determination of Twelve (12) Improved Camper / RV Sites – Naturist Religious Society, Inc.

File Number PDE26-0125
Comm. Dist. 5
Recommendation Denial

Ms. Gay noted the proof of publication.

Mr. Nectarios Pittos, Director for Planning Services, read the item into the record.

Ms. Amy Tull, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item.

Mr. Jarrod Scharber, representative for the applicant, spoke regarding a brief history of the family, the Naturist Religious Society and the properties, the definition of a naturist, work that had been done to the property, lots that had been sold off, the provided exhibits, the question before the Board, what had been grandfathered in, businesses changing over the years, the camping area, when the infrastructure had been installed over the years, the business today, the vision, submitted permits, money that had been spent, updates that had been made, past inspections, the aerial pictures, Staff's determination, and how long it had been operating.

There was no public comment.

Mr. David Engel, Director for Planning, Development and Economic Growth, spoke during the discussion.

Discussion was held regarding the maps; the current RV spaces; what was being requested; whether they were on septic; historical aerials; whether it was a gated community; the pictures that had been submitted; trees; testimony that was provided; when the electricity had been established; whether it had been abandoned; whether the use had been discontinued for more than 180 days; seasonal changes; the non-conforming basis; what potentially pre-dated the Code; how long the property had been around; wondering what the path forward could be; whether they had a website; the Sunshine Naturist Beach Club; whether it was a RV park or resort; the camping area; other nudist resorts in the County; the Special Exception process; a previous application; what the Board could do; the infrastructure; a question on why Staff was recommending denial; the Code violation; the provided plat; that it was not polluting the environment; that it had been there for a long time; wanting to see how it looked today; concerns with taking away history and access to nature; how it had evolved over time; and language for the motion.

COMMISSIONER WEIGHTMAN MOVED approval of a non-conforming use for twelve units on the area shown in the application; **CHAIRMAN MARIANO SECONDED.**

Chairman Mariano called on the motion; the motion carried with Commissioner Oakley and Commissioner Starkey voting nay.

P87 Zoning Amendment (Consent) - Rowan Industrial MPUD Master Planned Unit Development - Rowan Rd, LLC - A Rezoning Request from a PO-2 Professional Office District to an MPUD Master Planned Unit Development to Allow for the Development of 20,000 Square Feet of Select I-1 Light Industrial Park District Uses and Associated Infrastructure on Approximately 1.80 Acres
File Number PDE26-7882
Comm. Dist. 4
Recommendation Approval with Conditions

Ms. Gay noted the proof of publication..

Mr. Nectarios Pittos, Director for Planning Services, read the item into the record.

There was no public comment.

Discussion was held regarding Live Local and the companion item.

The item was approved as part of the Public Hearing Consent Agenda.

P88 Comprehensive Plan Amendment (Consent) – CPA25(04) Harrod Sandy Lakes – Providing for Transmittal of a Comprehensive Plan Amendment to the Future Land Use Maps (2-15 and Sheet 19) Changing from RES-9 (Residential-9 DU/GA) and IL (Industrial-Light) to IL (Industrial-Light) on Approximately 75.017 Acres of Real Property Located at the Southwest Corner of the Intersection of Interlaken Road and Gunn Highway

File Number PDE26-0023
Comm. Dist. 3
Recommendation Approve

Ms. Gay noted the proof of publication..

Mr. Nectarios Pittos, Director for Planning Services, read the item into the record.

There was no public comment.

Discussion was held regarding Live Local.

The item was approved as part of the Public Hearing Consent Agenda.

P89 Petition to Vacate Platted Right-of-Way and Utility Easement (Regular) – Compass Land USA Fund 1 LP – Old Moon Lake Road, New Port Richey – No Funding Required
File Number FAC26-0004
Comm. Dist. 4
Recommendation Approve

Ms. Gay noted the proof of publication..

Ms. Joann Ravida, Real Property, used a PowerPoint presentation to review the item.

There was no public comment.

Ms. Shelly Johnson, representative for the applicant, spoke during the discussion.

Discussion was held regarding the property owned by the applicant; the right-of-way; the lots; the access; the displayed maps; what the applicant was trying to do; the location; the purpose of the vacation; easements; coming development; whether they should continue the item; roads that had not been developed; and a wetland.

COMMISSIONER YEAGER MOVED approval to continue to the January 20, 2026 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER STARKEY SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous, and the motion carried.

Noted Items

Agenda Items N90 through N162 were noted.

Addendum

There was none.

Walk-Ons

There were none.

Post Meeting Materials

To view post meeting materials, visit www.pascocountyfl.net and navigate to the Agendas and Minutes page.

Adjourn

Commissioner Yeager left the meeting at 11:03 a.m. and returned at 11:09 a.m.

Commissioner Weightman left the meeting at 11:13 a.m. and returned at 11:20 a.m.

Commissioner Yeager left the meeting at 11:47 a.m. and returned at 11:49 a.m.

Commissioner Weightman left the meeting at 2:04 p.m. and returned at 2:08 p.m.

Commissioner Yeager left the meeting at 2:48 p.m. and returned at 2:51 p.m.

Commissioner Oakley left the meeting at 2:51 p.m. and returned at 2:54 p.m.

The meeting adjourned at 3:50 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
JACK MARIANO
CHAIRMAN PRESIDING
DECEMBER 9, 2025

APPROVED IN REGULAR SESSION JUNE 16, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JUNE 16, 2026

ATTEST:

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Jessica L Faircloth, Records Clerk III
Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0181 **DATE:** 6/16/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning March 10, 2026 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 03-10-2026 - FINAL

BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY, FLORIDA
REGULAR MEETING/REZONINGS

ANNOTATED MINUTES

MARCH 10, 2026

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

HISTORIC PASCO COUNTY COURTHOUSE, BOARD ROOM 2ND FLOOR
37918 MERIDIAN AVENUE, DADE CITY, FL 33525

County Commissioners	Honorable Jack Mariano, Chairman, District 5 Honorable Seth Weightman, Vice-Chairman, District 2 Honorable Lisa Yeager, Second Vice-Chairman, District 4 Honorable Ronald E. Oakley, District 1 Honorable Kathryn Starkey, District 3
Clerk & Comptroller	Honorable Nikki Alvarez-Sowles, Esq. **Rep. by Mr. Harold Sample, Deputy Clerk**
County Administrator	Mike Carballa, P.E.
County Attorney	Jeffrey N. Steinsnyder, Esq.

Call To Order

Chairman Mariano called the meeting to order at 10:06 a.m.

Invocation
Pledge of Allegiance

A Chaplain gave the Invocation

Mr. Sample led the Pledge of Allegiance to the Flag.

Roll Call

Mr. Sample called the roll. All Commissioners were present. Commissioner Starkey arrived to the meeting at 10:10 a.m.

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the Agenda in person inside the Board Room. The Board will take Public Comment on items on this agenda. It is requested that when you address the Board, that comments are not directed personally against a commissioner or team member, but rather directed at the issues. This provides mutual respect between the board members and the public.

Chairman Mariano reviewed the procedures to be followed and called for public comment.

Ms. Nancy Hazelwood spoke regarding the displayed images, the RV Resort, watering sand, restrictions, Johnson Road, a hurt fawn, the suggestion to slow down development, traffic speed, the Tree Ordinance, clear cutting concerns, a planned meeting in each district, affordable housing, the recession, and potential price drops.

Resolutions

Commissioners Items - Commissioner Oakley

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing The Pasco High School Speech And Debate Team For All Their Accomplishments

File Number CAO26-5120
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Mr. Mark Valdez, Head Coach of the Pasco High School Speech and Debate Team, Ms. Diana Bacheller, Assistant Coach of the Pasco High School Speech and Debate Team, and students from Pasco High School Speech and Debate Team spoke regarding appreciation for the recognition and support; the achievement of the students; the Team's establishment and growth; Pasco exceling in academics and extracurricular

excellence; the student's opportunities; winning the National Award; the memorable experience; the success of the club; the benefits of joining the Team; and the representation of Pasco County in the National Speech and Debate Tournament.

Discussion was held regarding getting out of a difficult situation; the difficulties of public speaking; appreciation and support for the Team; Commissioner Oakley and Weightman graduating from Pasco High School; what the student's had developed for their future; the student's stories; interest in local government; and the size of the Team.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous, and the motion carried.

Commissioners Items - Commissioner Weightman

RS2 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring The Week Of March 16-22, 2026, As Fix A Leak Week In Pasco County

File Number CAO26-5124
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Mr. Conner Cheney, Pasco County Utilities Department, spoke regarding strengthening water conservation, Fix A Leak Week benefits, the current Phase 2 Modified Water Shortage, and the appreciation for the Board's support.

Discussion was held regarding the protection of property and money; water damage; appreciation for the good work; new programs; toilets that use less water; older homes; home leak examples; saving water; and the drought.

COMMISSIONER WEIGHTMAN MOVED approval to adopt; **COMMISSIONER OAKLEY SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous, and the motion carried.

Commissioners Items - Commissioner Mariano

RS3 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring March 2-6, 2026, As Newspaper In Education Week In Pasco County And Commending The Tampa Bay Times For Its Participation In This Program
File Number CAO26-5117
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

A representative from the Tampa Bay Times spoke regarding appreciation for the support, the goal of newspapers in education, how educational materials were provided, and educational publications about water conservation and recycling for Pasco County citizens.

Discussion was held regarding appreciation for the great work; using computers to read the news; physical papers; reporting; the start of the St. Pete Times; current events in the classroom; and the benefits for students.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER STARKEY SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous, and the motion carried.

Consent

COMMISSIONER OAKLEY MOVED approval of the Consent Agenda with the exception of Agenda Item C44 which was pulled for discussion or revision; **COMMISSIONER STARKEY SECONDED.**

Chairman Mariano called on the motion; the vote was unanimous, and the motion carried.

Discussion was held regarding Duck Slough; area improvement; Thousand Oaks and Trinity Oaks; and a grant going towards BMP10.

C44 Addition of the Outlaw Ridge Property, Parcel ID Nos. 17-25-19-0000-00200-0023, 17-25-19-0000-00200-0020, 16-25-19-0000-00100-0010, and 21-25-19-0000-00200-0000 – Parks, Recreation, and Natural Resources Department – Environmental Lands Acquisition and Management Program Acquisition List – No Funding Required
File Number PRN26-0058
Comm. Dist. 2
Recommendation Approve

Commissioner Weightman spoke regarding the added acreage to the ELAMP list, expansion of the wildlife and ecological corridors, and his appreciation for the help to the cause.

COMMISSIONER WEIGHTMAN MOVED approval of Staff's recommendation; **COMMISSIONER OAKLEY SECONDED.**

Chairman Mariano called on the motion; the motion was unanimous, and the motion carried.

Regular

Legislative/Administrative - County Administrator

R47 America's 250th Events
File Number CA26-5014
Comm. Dist. All
Recommendation Presentation Only

Mr. Sean McGarvey, Director of Library Services, used a PowerPoint presentation to review the item and spoke regarding appreciation for those involved and hosting the Freedom Truck.

Ms. Karen Gaskin, Chair of the Echebucsassa Chapter DAR America 250 Committee, spoke during the discussion.

Discussion was held regarding flags on major intersection poles; the Echebucsassa Chapter sponsored flags; the work with the City and the County for decorations; that the County needed to do something; future years around the Fourth of July; the veteran's community; potential ideas; appreciation for what had been done; the Scallopfest; funding; banners at libraries; and the Steps to Recovery building.

The item was for information only.

Internal Services - Purchasing

R48 Introduction of Ordinance Amending the Pasco County Code of Ordinances – Chapter 2, Article IV, Division 2 – Purchasing Ordinance – Update Purchasing Processes - No Funding Required
File Number PU26-0012
Comm. Dist. All
Recommendation Approve

Ms. Carrie Roberts, Director of Purchasing, read the item into the record and requested approval of the posting.

COMMISSIONER STARKEY MOVED approval of Staff's recommendation; **COMMISSIONER YEAGER SECONDED.**

Chairman Mariano called on the motion; the motion was unanimous, and the motion carried.

Updates from Chairman - Appointed Boards and Committees

The updates were given under Miscellaneous Business.

Miscellaneous Business - District One - Commissioner Oakley

- Commissioner Oakley displayed pictures and spoke regarding the graduation of students coming into the new fire department, how many graduated, hiring students, the brother and sisterhood, appreciation for those in the fire department, an emergency call story, the increase in numbers, and reopened stations.

- He displayed pictures and spoke regarding the Topping Off of the AdventHealth new office building, signing a beam, and the event attendance.

- He spoke regarding the new antique mall in Dade City, that there was a lot of vendors, the antique warehouses in other places, the days they were open, and the encouragement to spend time there.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman spoke regarding the request to waive temporary permit fees for Operation StandDown, when it would take place, that it was the

largest event of the year, where it was located, and the services provided at the event.

COMMISSIONER WEIGHTMAN MOVED approval to waive the four-hundred -dollar fee; **COMMISSIONER YEAGER SECONDED.**

Chairman Mariano called on the motion; the motion was unanimous, and the motion carried.

- He spoke regarding the Red Sand Event, appreciation for everyone who helped and came out, event attendance, the positive tone, and the hope that it would be a regular event.

- He spoke regarding whether there would be a Legislative conversation.

  Later in the meeting, the Board returned to this item.

- Mr. Ralph Lair, Intergovernmental Affairs Officer, spoke regarding the final week of Session, the amount of Bills passed, the budget plan, the Conference, the House and Senate budgets and projects, the Governor's ability to act on a passed budget, legislation that could impact local government, what was discussed at the meeting with HUD, the upcoming meeting with the Army Corps of Engineers, issues to be discussed, projects submitted for consideration, the completion of the 26' budget, and the notification to submit the request back.

  Mr. David Goldstein, Chief Assistant County Attorney, and Mr. David Engel, Director of Planning, Development and Economic Growth, spoke during the discussion.

  Discussion was held regarding the awareness of the Section 8 vouchers; Local Preference; prioritization before voucher distribution; Davis-Bacon for everyone applicable; the request to add the boat ramps at Anclote River Park to the Army Corps meeting; the sign up with Dawson & Associates; Ridge Road; Sunwest; the joint work for a channel permit; Congressional asks; allocations to non-profits; Parkway Boulevard location and issues; the work with schools; sidewalks; Safe Streets to Schools projects; the great work of the team; the Department of Transportation's presentation; the topic of safety; the BUILD Grants; the CSX Bridge application; the County Line Road project submission; the conversation with the Department of Labor; the lobbyist's good job; the pamphlet distributed by Commissioner Starkey; appreciation for Mr. Lair; the potential changes to Live Local; the different versions; an evolving legislation concern; affordable housing; what Hillsborough County was doing; challenging the Bill; the issues with the Bill; appreciation for Commissioner Weightman and Mr. Goldstein's efforts; what happened in Seminole County; potential hope for next year; the Senate Bill 180 lawsuits; suing Live Local Developers as opposed to the State; the opt-out; housing shortage and affordability

information in Tallahassee; sharing Pasco County's numbers compared to other Counties; green field removal; whether the Comp Plan could be adopted; The City of Ocoee's lawsuit; the Planning Commission's hearings on the Comp Plan; the Comp Plan schedule; Pasco 2025; Bill 927 issues; preemptive Land Use Bills; the monitoring and status of Bills; Blue Ribbon Bill concerns; a public meeting in Vero Beach; an Epic City; the Sadowski funds; rollback rate impacts; and the HOA Bill.

Miscellaneous Business - District Three - Commissioner Starkey

- Commissioner Starkey spoke regarding the passing of Mr. Matt Call, developers for Starkey Ranch, the P-4, the agreement to maintain the park, the request to dedicate the park to Mr. Call, to add signage, and a future ceremony.

  Mr. David Goldstein, Chief Assistant County Attorney, spoke during the discussion.

  Discussion was held regarding being the first P-4 in the state.

  COMMISSIONER YEAGER MOVED approval to add a sign called the Matt Call Memorial Park to be placed at the park; **COMMISSIONER STARKEY SECONDED**.

  Chairman Mariano called on the motion; the motion was unanimous, and the motion carried.

- She spoke regarding the meeting on the DeCubellis Widening, a light controversy, the road's need for high-level functionality, supporting Staff's plan, a potential sound wall concern, a landscaping request, and the wall placement.

  Discussion was held regarding concerns on who would get the wall; the HOA; a maintenance issue; to potentially extend the existing wall; room for the trail; the Tree Mitigation Fund for landscaping; the benefits of the light; why they might have removed the light; trail access; the maps displayed; and the light speed.

- She spoke regarding a bike ride with Staff and engineers in Starkey Ranch, neighborhood connectivity, how the neighborhood was designed and planned, and educating people.

- She displayed pictures and spoke regarding an award from the Ambassador of Germany to the U.S., the amount of awards given out, why she received the award, the pin and challenge coin received, to keep the relationships up, and to get the young co-workers to switch again.

- She displayed pictures and spoke regarding going to NACo, who attended, visiting the delegation, the lobbyist's better job, traction on key issues, a pamphlet she distributed, and the encouragement for the other Commissioners to go to Washington D.C.

- She displayed pictures and spoke regarding the Trinity Odessa Leadership Council meeting, that it was well received, the motorized bike issues, ATV's driven into retention ponds, who spoke, and her appreciation for the Staff who attended.

- She displayed pictures and spoke regarding her son-in-law's pinning ceremony, who attended, and the story of pinning the bird.

  Discussion was held regarding the celebration and what a great young man he was.

- She spoke regarding the tour of the Pentagon.

- She displayed pictures and spoke regarding the Harbor South Leadership Council meeting, her appreciation for Staff, folks on the coastal side, and Ms. Kelly Sinn's presentation and organization.

  Later in the meeting, the Board returned to this item.

- Commissioner Starkey spoke regarding research on Epic City and a correction regarding Vero Beach.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager displayed pictures and spoke regarding the Pop-Up Pantry at Moon Lake, the weather, the support from the Pasco County Sheriff's Office, healing for an officer, the amount of people served, and story time.

- She displayed pictures and spoke regarding appreciation for the help received, supplies needed for the senior store, and that donations were always welcome.

  Discussion was held regarding the location; the storage unit; and the types of donations.

- She displayed pictures and spoke regarding appreciation for Fire Station 15 and a successful child visit.

- She displayed pictures and spoke regarding Sprouts Horizon Sports Park, the amenities the park had, and taking County Staff there.

Discussion was held regarding the appropriation; who put money towards the park; and how much the facility cost.

Miscellaneous Business - District Five - Commissioner Mariano

- Chairman Mariano displayed pictures and spoke regarding Florida Sports Coast winning the bronze medal for the Adrian Award, the celebration for it, and appreciation for the team.

- He displayed pictures and spoke regarding going to D.C., who was in the pictures displayed, the meetings attended, the Jefferson Library, Senator Moody's weekly morning meetings, and the Department of Labor.

- He displayed pictures and spoke regarding the Hudson Clean-Up and a homeless camp concern.

- He displayed pictures and spoke regarding Hudson Beach, a restaurant building a deck, parking, and the view.

  Discussion was held regarding the location of the deck; permitting; when it was expected to be open; and parking improvements.

- He displayed pictures and spoke regarding an area in Hudson, the company that owned the property, alerting the County Administrator and the Sherrif's Office, the Sherrif's Office's response, and the need to clean up the trash.

- He displayed pictures and spoke regarding the Cinderella Sock Hop and the wine selections donated.

  Discussion was held regarding Commissioner Starkey's daughter attending and the renovated ballroom.

- He displayed pictures and spoke regarding the Chasco Fiesta, the amount of sponsors, Marching Forward to Stomp Out Addiction, a 5K run at Sunwest Park, and that he was the Grand Marshall.

- He displayed pictures and spoke regarding the Steps to Recovery Building and the potential work with Veteran Affairs.

  Discussion was held regarding when the building would be open.

- He displayed pictures and spoke regarding a VolunteerWay Breakfast, the amount of people there, prizes, raising funds, who worked at the organization, what the money went towards, and a tour of the building being built.

Miscellaneous Business - County Administrator

- Mr. Carballa spoke regarding receiving a letter from the state division of Emergency Management, the Office of Flood Plan Management visit, eligibility in the National Flood Insurance Program, appreciation to the Flood Plan Management team, insurance breaks for citizens, and lowering CRS ratings.

- He spoke regarding a budget survey email, budget process transparency, and participation in budgeting priorities.

Miscellaneous Business - County Attorney

- No items.

Miscellaneous Business - Clerk and Comptroller

- No items.

Miscellaneous Business – Sheriff

- Absent.

THE BOARD RECESSED AT 12:00 P.M. AND RECONVENED AT 1:31 P.M.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P49 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 13) From IL (Industrial-Light) To COM (Commercial) On Approximately 1.51 Acres Of Real Property Located On The Southeast Corner Of The Intersection Of State Road 52 And Bellamy Brothers Boulevard; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE26-0026
Comm. Dist. 2
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Ms. Amy Tull, Planning, Development and Economic Growth Department, read the item into the record.

COMMISSIONER STARKEY MOVED approval to continue to the April 7, 2026 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER OAKLEY SECONDED.**

Chairman Mariano called on the motion; the motion was unanimous, and the motion carried with Commissioner Weightman absent from the vote.

P50 An Ordinance Amending The Pasco County Comprehensive Plan Providing for A Comprehensive Plan Text Amendment To Subarea Policy FLU 7.1.63 – North Pasco Resort; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Replealer, Severability, And Effective Date.

File Number PDE26-0024
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Ms. Amy Tull, Planning, Development and Economic Growth Department, read the item into the record.

COMMISSIONER STARKEY MOVED approval to continue to the April 7, 2026 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER OAKLEY SECONDED.**

Chairman Mariano called on the motion; the motion was unanimous, and the motion carried with Commissioner Weightman absent from the vote.

P51 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Small-Scale Comprehensive Plan Amendment To The Future Land Use Maps (2-15 And Sheet 05 And Sheet 12) From AG/R (Agricultural/Rural) And ROR (Retail/Office/Residential) To RES-3 (Residential-3 du/ga) On Approximately 41.85 Acres Of Real Property Located West Of US Highway 41 Approximately 1.75 Miles North Of The Intersection Of State Road 52 and US Highway 41; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE26-0272
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Amy Tull, Planning, Development and Economic Growth Department, read the item into the record.

There was no public comment.

COMMISSIONER YEAGER MOVED approval to adopt; **COMMISSIONER OAKLEY SECONDED.**

Mr. Sample called the roll; the vote was unanimous, and the motion carried.

Public Hearings at 1:30 p.m.

Mr. Steinsnyder reviewed the Public Hearing procedures to be followed.

Mr. Sample swore in those who planned to present testimony.

COMMISSIONER YEAGER MOVED approval of the Public Hearing Consent Agenda which included Agenda Item P55; **COMMISSIONER OAKLEY SECONDED.**

Chairman Mariano called on the motion; the motion was unanimous, and the motion carried.

P52 Zoning Amendment (Continuance) – SAV Property Holdings, LLC./New Horizons MPUD Master Planned Unit Development – A Rezoning Request From an R-2 Low Density Residential District to an MPUD Master Planned Unit Development to Allow for the Development of 31 Single Family Detached Units and Associated Infrastructure - Central Pasco County - Abutting South of Wells Road, Approximately 675 Feet West of Wells Road & Boyette Road Intersection - Containing Approximately 10.40 Acres

File Number PDE26-7858
Comm. Dist. 2
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Ms. Amy Tull, Planning, Development and Economic Growth Department, read the item into the record.

COMMISSIONER WEIGHTMAN MOVED approval to continue to the April 7, 2026 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER OAKLEY SECONDED.**

Chairman Mariano called on the motion; the motion was unanimous, and the motion carried.

P53 Zoning Amendment (Continuance) — Kenton Road Commercial MPUD – Kenton Road Commercial, LLC – Rezoning Request from A-C Agricultural to MPUD Master Planned Unit Development District to Allow for the Development of 110,000 Square Feet of Non-Residential Entitlements and 120 Hotel Room and Associated Infrastructure - Northeast Pasco County - Located at the Northwest Corner of the Intersection of Kenton Road and Elam Road in the Community Hub Special Planning Area of Connected City - on Approximately 9.43 Acres.

File Number PDE26-7872
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Ms. Amy Tull, Planning, Development and Economic Growth Department, read the item into the record.

COMMISSIONER STARKEY MOVED approval to continue to the April 7, 2026 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER YEAGER SECONDED.**

Chairman Mariano called on the motion; the motion was unanimous, and the motion carried.

P54 Zoning Amendment (Continuance) - VCare Consultants, LLC/North Pasco Resort MPUD Master Planned Unit Development - A Rezoning Request from an MPUD Master Planned Unit Development to an MPUD Master Planned Unit Development to Amend the Conditions of Approval, Allowing for Resort/Hotel Use, Entitling the Resort/Hotel Use of 250 Units, Decreasing RV Space Entitlements from 550 Spaces to 350 Spaces, Amending the Name of the MPUD to North Pasco Resort, and Associated Infrastructure - North East Pasco County - Located on the East Side of the Intersection of Lake Iola Road and Johnston Road - Containing Approximately 131.68 Acres

File Number PDE26-7883
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Ms. Amy Tull, Planning, Development and Economic Growth Department, read the item into the record.

COMMISSIONER STARKEY MOVED approval to continue to the April 7, 2026 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Mariano called on the motion; the motion was unanimous, and the motion carried.

P55 (Public Hearing Consent) A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Pursuant To Section 196.1978(3)(O), Florida Statutes, Electing To Not Exempt Property Under Section 196.1978(3)(D)1.A., Florida Statutes, Commonly Known As The “Live Local Act Property Tax Exemption”

File Number CAO26-3502
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Amy Tull, Planning, Development and Economic Growth Department, read the item into the record.

The item was approved as part of the Public Hearing Consent Agenda.

P56 Zoning Amendment (Consent) – Daniel De Pasquale and Kevin Singletary/ Massachusetts Avenue – Change in Zoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District – West Pasco County – Southwest Corner of the Intersection of Massachusetts Avenue and Keena Street – Containing Approximately 1.03 acres.

File Number PDE26-7899
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Amy Tull, Planning, Development and Economic Growth Department, read the item into the record.

Ms. Barbara Wilhite, representative for the applicant, spoke regarding the property and surrounding zoning, the RV and boat storage, development under the old and new Code, and the addition of landscaping.

There was no public comment.

Discussion was held regarding fixing the landscape issue; boat and RV storage; an existing trail; the property's zoning; the same owner; the potential expansion of the boat and RV storage; a Live Local vulnerability; fence uniformity; the Tree Mitigation Grant; and the Code differences.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Mariano called on the motion; the motion was unanimous, and the motion carried.

P57 Zoning Amendment (Consent) –Nieves Property – Change in Zoning from an A-C Agricultural District to an AR-1 Agricultural-Residential District – North Central Pasco County – West Side of Hudson Lane Approximately 730 Feet South of the Intersection of St Joe Road and Hudson Lane – Containing Approximately 12.61 Acres

File Number PDE26-7905
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Amy Tull, Planning, Development and Economic Growth Department, read the item into the record.

Ms. Yvrose Stevens, Planning, Development and Economic Growth Department, used a PowerPoint presentation to review the item.

Ms. Debbie Richter spoke regarding the proposed roads, whether they would go on the inside or outside of the fence, and her property location.

Ms. Erin Nieves, the applicant, spoke during the discussion.

Discussion was held regarding access concerns; the request not to come on Ms. Richter's property; the easement location; the property proposal; road access clarification; road improvement requirements; lot cap; the deed restriction; lot placements; and the site plan.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Mariano called on the motion; the motion was unanimous, and the motion carried.

P58 Zoning Amendment (Consent) – Pasco County Mosquito Control District/41 Mosquito MPUD Master Planned Unit Development - A Rezoning Request From A-R Agricultural Residential District, A-C Agricultural District, and C-2 General Commercial Districts to an MPUD Master Planned Unit Development to Allow for the Development of 91 Single Family Detached Units and Associated Infrastructure - North West Pasco County - Abutting West of US Highway 41, Approximately 1.75 Miles North of the US Highway 41 & State Road 52 Intersection - Containing Approximately 41.85 Acres

File Number PDE26-7918
Comm. Dist. 5
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

Ms. Amy Tull, Planning, Development and Economic Growth Department, read the item into the record.

Mr. William Vermillion, Planning, Development and Economic Growth, displayed a PowerPoint and spoke regarding the original PD&E, the work with FDOT, an urban typical section, and shared use paths on 41.

There was no public comment.

Discussion was held regarding sidewalk and trails on 41; the reserved Right-Of-Way; Right-Of-Way acreage; the plans for widening 41 north of 52; the rural cross-section; pedestrian facilities; negotiation help for shared use paths; funding; the buffer; effecting the start of 52; the different phases; appreciation for larger lot products; and the illegal racetrack.

COMMISSIONER WEIGHTMAN MOVED approval of Staff's recommendation; **COMMISSIONER STARKEY SECONDED.**

Chairman Mariano called on the motion; the motion was unanimous, and the motion carried.

Noted Items

Agenda Items N59 through N93 were noted.

Addendum

There was none.

Walk-Ons

There were none.

Post Meeting Materials

To view post meeting materials, visit www.pascocountyfl.net and navigate to the Agendas and Minutes page.

Adjourn

Commissioner Yeager left the meeting at 10:36 a.m. and returned at 10:39 a.m.

Commissioner Oakley left the meeting at 11:10 a.m. and returned at 11:13 a.m.

Commissioner Weightman left the meeting at 11:21 a.m. and returned at 11:25 a.m.

Commissioner Yeager left the meeting at 11:29 a.m. and returned at 11:32 a.m.

Commissioner Weightman left the meeting at 1:32 p.m. and returned at 1:35 p.m.

The meeting adjourned at 2:14 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
JACK MARIANO
CHAIRMAN PRESIDING
MARCH 10, 2026

APPROVED IN REGULAR SESSION JUNE 16, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JUNE 16, 2026

ATTEST:

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Amanda Dobson, Records Clerk II
Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** PDE26-0799 **DATE:** 6/16/2026

SUBJECT: State Financial Assistance Agreement Amendment– State of Florida, Department of Transportation – Infrastructure Funding – $14,130,133.00

REFERENCES: OEG20-1009; PDE25-0244, PDE25-0243, PDE26-0800

AGENDA SECTION: Consent Agenda

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Approve the State Financial Assistance Agreement Amendment and adopt the corresponding Resolution with the Florida Department of Transportation. Authorize the Chairman to sign the two originals of the attached State Financial Assistance Agreement Amendment and Resolution, and direct Board Records to retain one original of the Amendment and Resolution. Distribute one original to the Florida Department of Transportation.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On November 5, 2019, the County and Len-Angeline, LLC entered into an Economic Development Agreement (EDA) for “Project Merlin,” a catalyst initiative located within the broader Project Arthur MPUD Master Planned Unit Development, covering approximately 6,951 acres in central Pasco County. Project Merlin is positioned within the Corporate Business Park component of the MPUD and is intended to drive significant long-term economic growth. A specific planning sub-area within Project Arthur is the Northern Employment Center, which is envisioned as a regional employment hub supporting high-wage job creation and supporting infrastructure.

To support continued development of the Northern Employment Center, Len-Angeline secured an appropriation from the Florida Legislature under the FY 2024–25 General Appropriation Act (Chapter 2024-231, Laws of Florida). The State appropriated $5,130,133.00 (Financial Project Number: 454844 1 54 01) to fund the design, permitting, and construction of a two-lane roadway named Wilton Way, which will serve as a critical connector within the internal transportation network of the MPUD. This new segment of Wilton Way will extend the existing Ascend Boulevard approximately from 330 feet north of Ridge Road to Angeline School Way. Additionally, Len-Angeline secured an appropriation from the Florida Legislature under the FY 2025–26 General Appropriation Act (Chapter 2025-198, Laws of Florida). The State appropriated $9,000,000.00 (Financial Project Number: 454844 1 54 02) to fund the design, permitting, and construction of a two-lane roadway named Wilton Way Phase 2 from Angeline School Way to Sunlake Boulevard.

The combined roadway, Pasco Connector Roadway, will improve access and connectivity within the Northern Employment Center and is essential for safe and efficient movement of vehicles, pedestrians, and future workforce traffic. The improvements also support the continued development of the Pasco County Research Park and broader economic development goals established in the EDA.

The Florida Department of Transportation (FDOT) will administer the State Appropriation through a new State Financial Assistance Agreement Amendment with Pasco County. Pursuant to a forthcoming Reimbursement Agreement Amendment between the County and Len-Angeline—anticipated to be presented at today's Board of County Commissioners (BCC) meeting—Len-Angeline will act as the County's agent for the design, permitting, bidding, and construction of the Pasco Connector Roadway. Len-Angeline will be required to comply with all applicable provisions of the State Financial Assistance Agreement and its Amendment to ensure the County receives reimbursements from FDOT for eligible expenditures.

The State Legislature appropriated $5,130,133.00 during its Fiscal Year 2024 Legislative Session, which is included in the adopted FY24/25 State Budget, to fund the Wilton Way roadway improvements described above. The State Legislature appropriated $9,000,000.00 during its Fiscal Year 2025 Legislative Session, which is included in the adopted FY25/26 State Budget, to fund the Wilton Way Phase 2 roadway improvements described above. The combined project supports the County's strategic infrastructure investments aimed at fostering long-term job creation and economic resilience within the Project Arthur Northern Employment Center.

FISCAL IMPACT/COST/REVENUE STATEMENT:
$14,130,133.00 available through State Financial Assistance Agreement – FY24/25 and FY25/26 Adopted State Budgets.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original
2. Electronically to:

    a. David Engel, Planning, Development and Economic Growth, dengel@pascocountyfl.net

    b. Billy Schmidt, Local Programs Coordinator & Project Manager, FDOT District 7, Billy.Schmidt@dot.state.fl.us

3. Mail One Original to:

    Florida Department of Transportation
    Office of the General Counsel/MS 7-120
    Attn.: Martin D. Hernandez, Assistant General Counsel
    11201 N. McKinley Drive
    Tampa, Florida 33612

Upon execution by FDOT, the Office of Economic Growth shall coordinate and deliver the fully executed SFAA Agreement to Board Records.

ATTACHMENT(S):

1. PDE26-0799 SFAA Amendment Pasco Connector Roadway
2. PDE26-0799 Exhibit C - Resolution
3. PDE26-0799 SFAA Amendment Location Map

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	EM25, EM26	FLAIR Category:	088862/24
454844-1-54-01 454844-1-54-02	Contract Number:	G3F16	Object Code:	751000
	ALN Number:	55.039	Org. Code:	55074010706
	ALN Title:	Local Transportation Projects	Vendor Number:	F596000793132

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

STATE FINANCIAL ASSISTANCE AGREEMENT

AMENDMENT NO. 1

Agency: Pasco County

This "Amendment", dated _____ (This date to be entered by DOT only) arises from the desire to modify the State Financial Assistance Agreement ("Agreement") entered into and executed on June 20, 2025, as identified above. All provisions in the Agreement and amendments, if any, remain in effect except as expressly modified by this Amendment.

The parties agree that the Agreement is to be amended and supplemented as follows:

Section 1 of the agreement is hereby amended as follows:

1. **Authority.** The Fiscal Year 2024-2025 General Appropriations Act, Chapter 2024-231, Laws of Florida, provides the Agency with an appropriation of **$5,130,133.00**, from the amount in Specific Appropriation SF 3601, proviso, or item on a conference committee spreadsheet 2069A ("2024-2025 Appropriation"). The Fiscal Year 2025-2026 General Appropriations Act, Chapter 2025-198, Laws of Florida, provides the Agency with an appropriation of **$9,000,000.00**, from the amount in Specific Appropriation SF 3284 / HF 3124, proviso, or item on a conference committee spreadsheet 1871A ("2025-2026 Appropriation"). The 2024-2025 Appropriation and the 2025-2026 Appropriation are collectively referred hereinafter to as the "Appropriation". The Appropriation is for the Pasco Connector Roadway to Regional Research Complex (originally referred to as Wilton Way Road Extension – 2 Lane Road in Fiscal Year 2024-2025 General Appropriations Act), the "Project", described more fully in **Exhibit "A"**, **Project Description and Responsibilities**, which is attached and incorporated into this Agreement.

Section 5 of the agreement is hereby amended as follows:

5. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through **July 09, 2029**, unless the Project is completed earlier. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date or earlier termination of this Agreement is not eligible for funding or reimbursement by the Department under this Agreement. The Effective Date will be treated as the Department's Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department.

Section 8 of the agreement is hereby amended as follows:

8. Project Cost:

a. The estimated cost of the Project is **$14,130,133.00**. This amount is based upon Exhibit "B", Schedule of State Financial Assistance, which is attached and incorporated into this Agreement. Exhibit "B", Schedule of State Financial Assistance, may be modified by execution of an amendment of the Agreement by the Parties.
b. The Department agrees to participate in the Project cost up to the maximum amount of **$14,130,133.00**, and, the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, as more fully described in Exhibit "B'', Schedule of State Financial Assistance. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved in connection with completion of the Project. Nothing in this Agreement shall prevent the Agency from entering into separate agreement(s) with third parties that delegate responsibility for such cost overruns or deficits to third parties, provided that the Agency, and not the Department, remains responsible for such cost overruns or deficits if the third parties fail to perform.
c. The Department's participation in eligible Project costs is subject, but not limited to:
    i. The receipt of the Appropriation for the work program year that the Project is scheduled for commitment;
    ii. Approval or acceptance of all plans, specifications, contracts or other obligating documents when required by this Agreement and compliance with other applicable terms of this Agreement; and
    iii. Department approval of the Project scope, budget and completion schedule.

The Project Description within Exhibit A Project Description(s) and Responsibilities is hereby amended as follows:

PROJECT DESCRIPTION: The design, construction, and construction engineering inspection (CEI) phases of the Pasco Connector Roadway to Regional Research Complex (originally referred to as Wilton Way Road Extension – 2 Lane Road) Project. The project will consist of construction of a two-lane road between the southern terminus of Ridge Road and connect to Sunlake Boulevard at its northern terminus. The project includes the construction of the roadway and vehicular bridges with associated stormwater infrastructure, shoulders, landscape, irrigation, and pedestrian improvements.

The Alternative Advance Payment method has been authorized by the Department's Comptroller for this project pursuant to section 334.044 (29) Florida Statutes.

Exhibit A Project Description(s) and Responsibilities, Exhibit B Schedule of Financial Assistance, Exhibit D Audit Requirements for Awards of State Financial Assistance, and Exhibit E Engineer's Certification of Compliance, attached hereto, are modified and supersede the corresponding exhibits of the original agreement.

No other Agreement Exhibits are modified by this Amendment.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

BOARD OF COUNTY COMMISIONERS PASCO COUNTY, FLORIDA	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By:_____	By: _____
Name: _____	Name: _____
Title: _____	Title: Director of Transportation Development, District 7
	Legal Review: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

STATE FINANCIAL ASSISTANCE AGREEMENT

EXHIBIT A

PROJECT DESCRIPTION(S) AND RESPONSIBILITIES

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Pasco County ("Agency").

PROJECT LOCATION:

☐ The project is on the National Highway System. (**N/A**)

☐ The project is on the State Highway System. (**N/A**)

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION: The design, construction, and construction engineering inspection (CEI) phases of the Pasco Connector Roadway to Regional Research Complex (originally referred to as Wilton Way Road Extension – 2 Lane Road) Project. The project will consist of construction of a two-lane road between the southern terminus of Ridge Road and connect to Sunlake Boulevard at its northern terminus. The project includes the construction of the roadway and vehicular bridges with associated stormwater infrastructure, shoulders, landscape, irrigation, and pedestrian improvements.

SPECIAL CONSIDERATIONS BY AGENCY:

The Project shall be designed and constructed in accordance with the requirements of all applicable laws and governmental rules and regulations and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD), the AASHTO Policy on Geometric Design of Streets and Highways or applicable Agency and Southwest Florida Water Management District (SWFWMD) requirements.

If the project will involve construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department of Traffic Engineering Manual. Designs that do not meet Department standards may be rejected by the Department at its discretion. The Agency must contact the Department's District Permits Engineer to coordinate construction permit requirements at (813)975-6000.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

The Agency shall submit a Consultants' Competitive Negotiation Act (CCNA) certification for any consultant work for which Department funding is used.

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the Agreement requirements of section 13. Restrictions, Prohibitions, Controls and Labor Provisions. The form can be accessed at the Department's Policy & Process Management site: https://pdl.fdot.gov/.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

1) Right of Way Certification Form
2) Rail Clear Letter
3) Permits Clear Letter
4) Utilities Clear/Coordinated Letter
5) With respect to the Agency, certification of compliance with Chapter 2, Article IV, Division 2 of the Pasco County Code of Ordinance (the "Pasco County Ordinances")
6) With respect to Len-Angeline LLC, certification of compliance with the Economic Development Agreement between the Agency and Len-Angeline LLC dated November 5, 2019 (the "Development Agreement") and the Reimbursement Agreement that was executed in conjunction with this State Financial Assistance Agreement
7) Contamination Certification

The Agency shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

The Agency will be responsible for following Florida Statutes regarding project permitting. The Agency may prepare a Project Environmental Impact Report (PEIR) to support its acquisition of appropriate environmental permits and satisfy other agreements with the Department.

The Agency shall be responsible to identify, notify and coordinate with all Utility Agency/Owners having facilities within the project limits.

If at any moment during project implementation it is determined that the approved project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. A progress report will be required each quarter, even if there is no activity for a reporting period. Progress invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost. Final invoices will reimburse eligible participating items, not previously reimbursed, up to the maximum grant funding.

The Alternative Advance Payment method has been authorized by the Department's Comptroller for this project pursuant to section 334.044 (29) Florida Statutes.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are state or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed.

The Agency shall be required to notify the Department of any construction changes (plans, change orders) and receive approval from the Department prior to the changes being constructed in order to be reimbursed for the changes.

The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final Inspection.

After the completion of the project, the Agency must submit the final invoice and Exhibit "C," Engineers Certification of Completion" of the project to the Department within 120 days after the completion. Invoices after the 120-day time period may not be paid.

The Agency shall commence the project’s subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) 100% plans and project clears submitted to the Department by 02/27/2027.
b) Design to be complete and submitted to the Department by 03/27/2027.
c) Construction contract to be let by 05/30/2027.
d) Construction to be completed by 03/09/2029.

SPECIAL CONSIDERATIONS OF THE DEPARTMENT:

The Department will issue a Notice to Proceed to the Agency after final execution of this Agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

STATE FINANCIAL ASSISTANCE AGREEMENT

EXHIBIT B

SCHEDULE OF STATE FINANCIAL ASSISTANCE

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT AND ANY REQUIRED MATCHING FUNDS CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	State Fiscal Year	ALN Number	ALN Title	Funding Amount
454844-1-54-01	EM25	2025	55.039	Local Transportation Projects	$5,130,133.00
454844-1-54-02	EM26	2026	55.039	Local Transportation Projects	$9,000,000.00
	Total Financial Assistance				$14,130,133.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
54	***$14,130,133.00***	***$***	***$***	***$14,130,133.00***	100%		
	$	***$***	***$***	***$***			
	$	***$***	***$***	***$***			
	$	***$***	***$***	***$***			
	$	***$***	***$***	***$***			
	$	***$***	***$***	***$***			
Totals	***$14,130,133.00***	***$***	***$***	***$14,130,133.00***	***100%***		

* List the phases applicable to the Project subject of this Agreement, *e.g.*: Land Acquisition, Planning, Environmental/Design/Construction, Capital Equipment, Match to Direct Federal Funding, and Mobility Management.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Department Grant Manager Name

Signature Date

Reimbursements will **only** be provided for expenditures **in the above referenced categories** that are allowable under applicable law and are directly related to the services authorized by this Agreement.

Invoices for costs eligible for reimbursement under this Agreement **must be supported by an itemized listing of expenditures** by category. Supporting documentation must be provided for each item for which reimbursement is being requested that **includes documentation indicating that the item has been paid**. The documentation must **also note** the **date each service** was **performed**.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

STATE FINANCIAL ASSISTANCE AGREEMENT

EXHIBIT D

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: Local Transportation Projects

ALN Number: 55.039

Award Amount: **$**14,130,133.00

Specific project information for ALN Number is provided at:
https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for the ALN Number are provided at:
https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

STATE FINANCIAL ASSISTANCE AGREEMENT

EXHIBIT E

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Agency shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE FINANCIAL ASSISTANCE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and PASCO COUNTY

PROJECT DESCRIPTION: The design, construction, and construction engineering inspection (CEI) phases of the Pasco Connector Roadway to Regional Research Complex Project, described more fully in Exhibit "A", Project Description and Responsibilities, which is attached and incorporated into this Agreement.

FPID#: 454844-1-54-01 and 454844-1-54-02

In accordance with the Terms and Conditions of the State Financial Assistance Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20___ .

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State Financial Assistance Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT "C"

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. _____**

A RESOLUTION BY THE PASCO COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS AUTHORIZING EXECUTION OF A STATE FINANCIAL ASSISTANCE AGREEMENT (SFAA) AMENDMENT 1 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND PASCO COUNTY FOR DESIGN, PERMITTING AND CONSTRUCTION OF KEY INTERNAL INFRASTRUCTURE OF PASCO CONNECTOR ROADWAY SUPPORTING THE PASCO COUNTY RESEARCH PARK AND THE PROJECT ARTHUR NORTHERN EMPLOYMENT CENTER (FINANCIAL PROJECT NUMBERS: 454844 1 54 01 & 454844 1 54 02)

WHEREAS, the Fiscal Year 2024-2025 General Appropriation Act, Chapter 2024-231, Laws of Florida, provides the Florida Department of Transportation (Department) with an appropriation of $5,130,133.00 (First Appropriation) to fund the design, permitting and construction of Wilton Way Road Extension for the key Project Arthur Northern Employment Center Infrastructure (Wilton Way Extension); and

WHEREAS, the Fiscal Year 2025-2026 General Appropriations Act, Chapter 2025-198, Laws of Florida, provides the Department with an appropriation of $9,000,000.00 (Second Appropriation) to fund the design, permitting and construction of Wilton Way Road Extension Phase 2 for the key Project Arthur Northern Employment Center Infrastructure (Wilton Way Extension Phase 2). The 2024-2025 Appropriation and the 2025-2026 Appropriation are collectively referred hereinafter as the Appropriation and the combined roadway is hereinafter referred to as the Pasco Connector Roadway; and

WHEREAS, Exhibit "A", attached herein, provides a scope, and an estimated commencement and completion schedule for the Pasco Connector Roadway; and

WHEREAS, the Department is willing to provide the County with financial assistance under the SFAA Amendment 1 for the Pasco Connector Roadway; and

WHEREAS, pursuant to a separate Reimbursement Agreement and its Amendment, responsibility for

the design, permitting and construction of the Pasco Connector Roadway shall be shared between the Len-Angeline, LLC (Len-Angeline) and the County, with $14,130,133.00 of the Appropriation allocated to Len-Angeline for the internal Pasco Connector Roadway; and

WHEREAS, Len-Angeline has agreed to be responsible for any additional costs for the internal Pasco Connector Roadway, in excess of the allocated sum described above, and the Department shall have no responsibility for such additional costs.

NOW, THEREFORE, BE IT RESOLVED by the Pasco County Board of County Commissioners, in regular session duly assembled, that the Chairman is hereby authorized to execute the SFAA Amendment 1 for design, permitting and construction activities related to the Pasco Connector Roadway.

DONE AND RESOLVED this 16th day of June 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

ATTEST:

_____
NIKKI ALVAREZ-SOWLES, ESQ.
PASCO COUNTY CLERK & COMPTROLLER

_____
JACK MARIANO
CHAIRMAN

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

STATE FINANCIAL ASSISTANCE AGREEMENT

EXHIBIT "A"

PROJECT DESCRIPTION(S) AND RESPONSIBILITIES

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Pasco County ("Agency").

PROJECT LOCATION:

☐ The project is on the National Highway System. (**N/A**)

☐ The project is on the State Highway System. (**N/A**)

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION: The design, construction, and construction engineering inspection (CEI) phases of the Pasco Connector Roadway to Regional Research Complex (originally referred to as Wilton Way Road Extension – 2 Lane Road) Project. The project will consist of construction of a two-lane road between the southern terminus of Ridge Road and connect to Sunlake Boulevard at its northern terminus. The project includes the construction of the roadway and vehicular bridges with associated stormwater infrastructure, shoulders, landscape, irrigation, and pedestrian improvements.

SPECIAL CONSIDERATIONS BY AGENCY:

The Project shall be designed and constructed in accordance with the requirements of all applicable laws and governmental rules and regulations and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD), the AASHTO Policy on Geometric Design of Streets and Highways or applicable Agency and Southwest Florida Water Management District (SWFWMD) requirements.

If the project will involve construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department of Traffic Engineering Manual. Designs that do not meet Department standards may be rejected by the Department at its discretion. The Agency must contact the Department's District Permits Engineer to coordinate construction permit requirements at (813)975-6000.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

The Agency shall submit a Consultants' Competitive Negotiation Act (CCNA) certification for any consultant work for which Department funding is used.

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the Agreement requirements of section 13. Restrictions, Prohibitions, Controls and Labor Provisions. The form can be accessed at the Department's Policy & Process Management site: https://pdl.fdot.gov/.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

1) Right of Way Certification Form
2) Rail Clear Letter
3) Permits Clear Letter
4) Utilities Clear/Coordinated Letter
5) With respect to the Agency, certification of compliance with Chapter 2, Article IV, Division 2 of the Pasco County Code of Ordinance (the "Pasco County Ordinances")
6) With respect to Len-Angeline LLC, certification of compliance with the Economic Development Agreement between the Agency and Len-Angeline LLC dated November 5, 2019 (the "Development Agreement") and the Reimbursement Agreement that was executed in conjunction with this State Financial Assistance Agreement
7) Contamination Certification

The Agency shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

The Agency will be responsible for following Florida Statutes regarding project permitting. The Agency may prepare a Project Environmental Impact Report (PEIR) to support its acquisition of appropriate environmental permits and satisfy other agreements with the Department.

The Agency shall be responsible to identify, notify and coordinate with all Utility Agency/Owners having facilities within the project limits.

If at any moment during project implementation it is determined that the approved project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. A progress report will be required each quarter, even if there is no activity for a reporting period. Progress invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost. Final invoices will reimburse eligible participating items, not previously reimbursed, up to the maximum grant funding.

The Alternative Advance Payment method has been authorized by the Department's Comptroller for this project pursuant to section 334.044 (29) Florida Statutes.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are state or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed.

The Agency shall be required to notify the Department of any construction changes (plans, change orders) and receive approval from the Department prior to the changes being constructed in order to be reimbursed for the changes.

The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final Inspection.

After the completion of the project, the Agency must submit the final invoice and Exhibit "C," Engineers Certification of Completion" of the project to the Department within 120 days after the completion. Invoices after the 120-day time period may not be paid.

The Agency shall commence the project’s subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

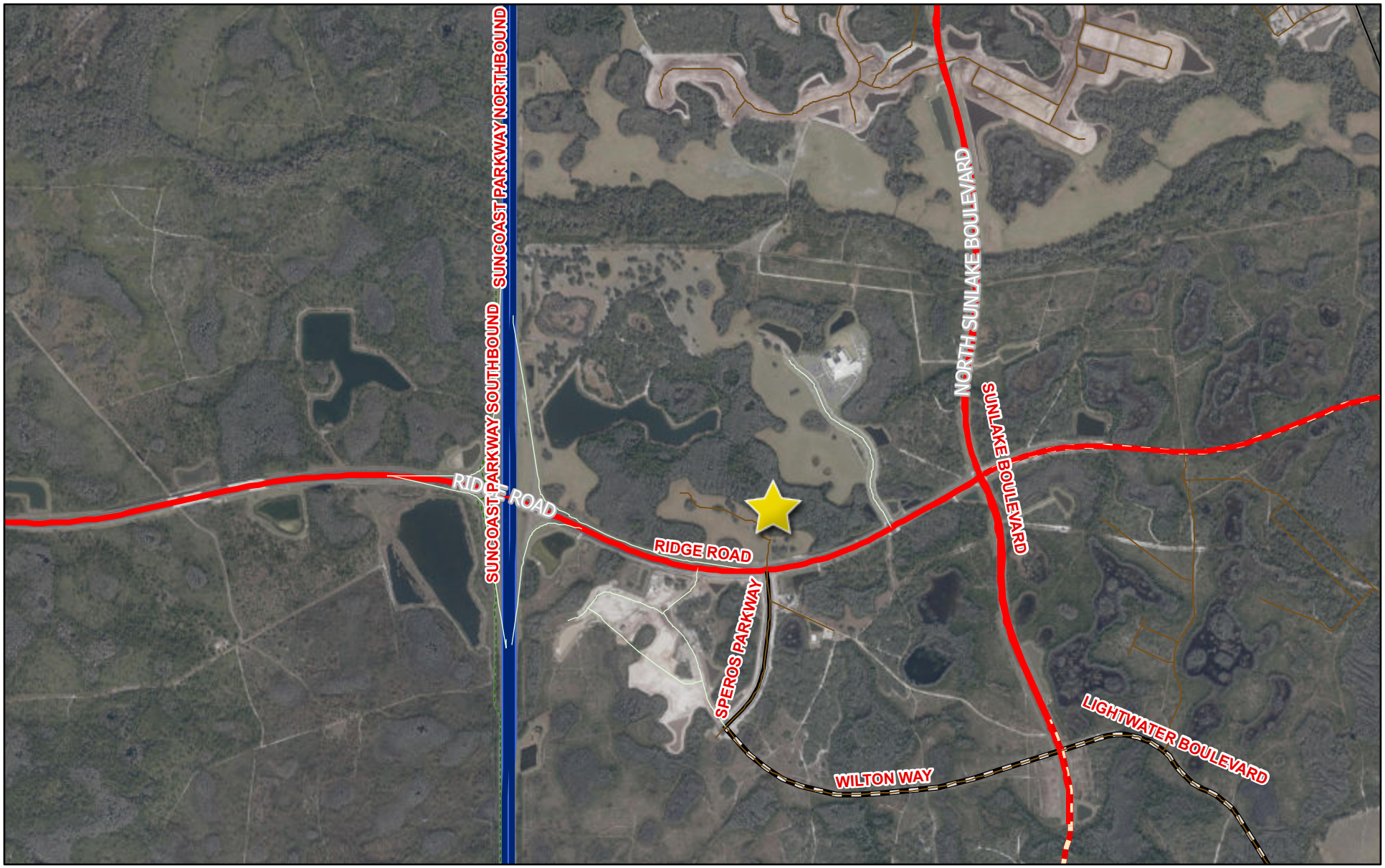
a) 100% plans and project clears submitted to the Department by 02/27/2027.
b) Design to be complete and submitted to the Department by 03/27/2027.
c) Construction contract to be let by 05/30/2027.
d) Construction to be completed by 03/09/2029.

SPECIAL CONSIDERATIONS OF THE DEPARTMENT:

The Department will issue a Notice to Proceed to the Agency after final execution of this Agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

SFAA Infrastructure Project Location



Roads
- ARTERIAL
- RESIDENTIAL
- SERVICE ROAD
- TOLL
- TRAIL
- Railroad

Vision Roads
- Existing Arterial
- Existing Collector
- Freeway/Toll
- Vision Arterial
- Vision Collector

Water_AOE
- GULF

<all other values>
- Counties_AOE

1:24,881

0 0.17 0.35 0.7 mi

0 0.3 0.6 1.2 km

Pasco County GIS

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** PDE26-0800 **DATE:** 6/16/2026

SUBJECT: Amended and Restated Reimbursement Agreement for State of Florida Infrastructure Funding – Len-Angeline, LLC – Scope of Work and State Reporting – $17,130,133.00

REFERENCES: OEG20-1009; PDE25-0243; PDE25-0244, PDE26-0799

AGENDA SECTION: Consent Agenda

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Approve the Amended and Restated Reimbursement Agreement for State of Florida Infrastructure Funding (Reimbursement Agreement) between Pasco County (County) and Len-Angeline, LLC, Inc. (Len-Angeline). Authorize the Chairman to sign the three originals of the attached Reimbursement Agreement. Direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On November 5, 2019, the County and Len-Angeline entered into an Economic Development Agreement (EDA) for “Project Merlin,” a catalyst initiative located within the broader Project Arthur Master Planned Unit Development (MPUD), covering approximately 6,951 acres in central Pasco County. The EDA included provisions to support internal and external infrastructure investments to attract economic development, including the Pasco County Research Park and other employment centers.

As part of continued infrastructure planning within Project Arthur, and specifically the Northern Employment Center sub-area, Len-Angeline secured two separate State appropriations during the State of Florida’s FY 2024 Legislative Session, both included in the adopted FY24/25 State Budget:

- **Financial Project Number 454844-1**: A $5,130,133.00 appropriation to fund the design, permitting, and construction of a two-lane segment of Wilton Way, extending Ascend Boulevard from approximately 330 feet north of Ridge Road to Angeline School Way.
- **Financial Project Number 454845-1**: A $3,000,000.00 appropriation to fund the design, permitting, and construction of a pedestrian overpass along the Wilton Way extension to ensure safe pedestrian connectivity within the Northern Employment Center.

Additionally, Len-Angeline secured a State appropriation during the State of Florida’s FY 2025 Legislative Session, included in the adopted FY25/26 State Budget.

- **Financial Project Number 454844-2**: A $9,000,000.00 appropriation to fund the design, permitting, and construction of a two-lane segment of Wilton Way, extending Ascend Boulevard from Angeline School Way to Sunlake Boulevard.

These appropriations are administered by the Florida Department of Transportation (FDOT) through corresponding State Financial Assistance Agreements and any Amendments (SFAAs) with the County. In accordance with those agreements, Len-Angeline will act as the County's agent to complete all obligations related to the design, permitting, bidding, and construction of the infrastructure improvements, as identified in each SFAA and their attached Exhibits.

The Reimbursement Agreement between Pasco County and Len-Angeline governs the reimbursement procedures and responsibilities for both appropriations. Len-Angeline is required to comply with all terms of the SFAAs to ensure the County receives reimbursements from FDOT for eligible expenditures. The County, in turn, will reimburse Len-Angeline within 45 days of receiving reimbursement from FDOT, provided such reimbursements do not exceed the allocated State funding for each project. Len-Angeline is solely responsible for any costs incurred in excess of the State-appropriated funds. No additional County funding is required or committed under this Agreement.

The two infrastructure projects funded under this Reimbursement Agreement—Pasco Connector Roadway and the pedestrian overpass—are critical components of the internal circulation network that will support the functionality and success of the Pasco County Research Park and the broader employment objectives within Project Arthur.

FISCAL IMPACT/COST/REVENUE STATEMENT:
$17,130,133.00 available through Florida Department of Transportation Funding Agreement – FY24/25 & FY25/26 Adopted State Budgets.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original
2. Distribute Two Originals to David H. Engel, Director, Planning, Development and Economic Growth, WPGC Suite 200

ATTACHMENT(S):
1. PDE26-0800 Final Executed Amended and Restated Reimbursement Agreement - Len-Angeline
2. PDE26-0800 Amended and Restated Reimbursement Agreement Location Map

AMENDED AND RESTATED REIMBURSEMENT AGREEMENT
FOR STATE OF FLORIDA INFRASTRUCTURE FUNDING BETWEEN
PASCO COUNTY, FLORIDA AND LEN-ANGELINE, LLC

THIS AMENDED AND RESTATED REIMBURSEMENT AGREEMENT (this "Reimbursement Agreement") is entered into by and between Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "County," whose principal address is 37918 Meridian Avenue, Dade City, Florida, 33523 and Len-Angeline, LLC, a Florida limited liability company ("Len-Angeline"), whose address is 2502 N. Rocky Point Drive, Suite 1050, Tampa, FL 33607, effective as of the dates written below.

WITNESSETH:

WHEREAS, on June 19, 2019, the Board of County Commissioners adopted a MPUD rezoning authorizing the Project Arthur Master Planned Unit Development ("MPUD") on 6,951.1 acres of land with frontage on S.R. 52 and the Suncoast Parkway in central Pasco County (the "Site"); and

WHEREAS, there are certain infrastructure improvements that support safe and efficient access between the southern Pasco research employment hub and the northern employment center, including the design, permitting, and construction of (a) a pedestrian overpass along the Wilton Way extension (the "Pedestrian Bridge Project") and (b) a two-lane roadway (including two vehicular bridges), Wilton Way, extending the existing Wilton Way Road (Ascend Boulevard) from approximately 330 feet north of Ridge Road to Angeline School Way and as may be extended to an employment hub, a school and the northern employment center (the "Pasco Connector Roadway Project," which is now designed to make a connection to Sunlake Boulevard) (the

Pedestrian Bridge Project and the Pasco Connector Roadway Project are collectively referred to herein as the "Infrastructure Projects"); and

WHEREAS, the Florida State Legislature appropriated a total of $8,130,133.00 during its Fiscal Year 2024 Legislative Session for two separate Pasco projects, (a) LFIR # 3626 (FM 454845-1-54-01) for certain improvements in the amount of $3,000,000.00 and (b) LFIR # 3601 (FM 454844-1-54-01) for certain improvements in the amount of $5,130,133.00 (collectively, the "FY 24/25 State Appropriation"), which was included in the adopted FY24/25 State Budget, to help fund the Infrastructure Projects. The State Legislature designated the Florida Department of Transportation ("FDOT") as the entity responsible for managing the FY 24/25 State Appropriation; and

WHEREAS, FDOT and the County entered into two State Financial Assistance Agreements concerning the FY 24/25 State Appropriation (including the Exhibits and Addendums thereto, collectively the "FY 24/25 State Financial Assistance Agreements") stipulating the use of the FY 24/25 State Appropriation to complete the Infrastructure Projects; and

WHEREAS, the County and Len-Angeline entered into that certain Reimbursement Agreement dated July 15, 2025 to implement the FY 24/25 State Financial Assistance Agreements (the "Original Reimbursement Agreement"); and

WHEREAS, the Florida State Legislature appropriated a total of $9,000,000.00 during its Fiscal Year 2025 Legislative Session for LFIR # 3284 (FM 454844-1-54-02) (the "FY 25/26 State Appropriation"), which was included in the adopted FY25/26 State Budget, to help fund the Pasco Connector Roadway Project, which is part of the Infrastructure Projects. The State Legislature designated FDOT as the entity responsible for managing the FY 25/26 State Appropriation; and

WHEREAS, FDOT and the County have or will enter into a State Financial Assistance Agreement concerning the FY 25/26 State Appropriation (including the Exhibits and Addendums thereto, collectively the "FY 25/26 State Financial Assistance Agreement") stipulating the use of the State Appropriation to complete the infrastructure noted above; and

WHEREAS, the FY 24/25 State Appropriation and the FY 25/26 State Appropriation are collectively referred to hereinafter as the "State Appropriations," and the FY 24/25 State Financial Assistance Agreements and the FY 25/26 State Financial Assistance Agreement are collectively referred to hereinafter as the "State Financial Assistance Agreements"; and

WHEREAS, the State Financial Assistance Agreements require that this Reimbursement Agreement be executed detailing the guidelines for Len-Angeline's use of the State funds as set forth in the State Financial Assistance Agreements; and

WHEREAS, this Reimbursement Agreement amends and restates the Original Reimbursement Agreement in its entirety; and

WHEREAS, this Agreement will not require any additional County funding support for the Infrastructure Projects as described in the State Financial Assistance Agreements; and

WHEREAS, this Agreement is conditioned upon full execution of the State Financial Assistance Agreements.

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

I. WHEREAS

The WHEREAS clauses are incorporated herein by reference and are represented to be true and correct.

II. PURPOSE

It is the purpose of this Reimbursement Agreement to provide Len-Angeline with the State Appropriation funds to complete the Infrastructure Projects. This Reimbursement Agreement identifies the Infrastructure Projects for which Len-Angeline is entitled to reimbursement from the County utilizing the State Appropriations and provides guidelines for the use and reimbursement of such State Appropriations funds to Len-Angeline. This Reimbursement Agreement amends and restates the Original Reimbursement Agreement in its entirety.

III. AGREEMENT PROVISIONS

1. Len-Angeline hereby represents and warrants to the County that it (i) is duly incorporated and validly existing under the laws of the State of Florida, and (ii) has the corporate power, authority, and legal right to execute, deliver, and perform this Reimbursement Agreement. The execution, delivery, and performance of this Reimbursement Agreement by Len-Angelinehas been duly authorized by all necessary corporate action.

2. Len-Angeline will act as the County's agent to complete all obligations related to the design, permitting, bidding and construction of the Infrastructure Projects as detailed on Exhibits "A-1," "A-2," and "A-3" of this Agreement, which are attached hereto and incorporated herein to this Reimbursement Agreement. Len-Angeline further agrees to comply with all provisions of the State Financial Assistance Agreements as it relates to the Infrastructure Projects. Len-Angeline shall competitively award contract(s) for the construction of the Infrastructure Projects to an appropriately licensed contractor(s). The term "competitively award" as used in this Reimbursement Agreement shall mean to award said contract(s) based upon the terms and conditions of this Reimbursement Agreement and either Pasco County's Developer Pipeline Bid and Payment Process, as set forth in the Pasco County Procurement Policies enacted on August 1,

2016, which is attached hereto and incorporated herein as Exhibit "B" or such other competitive public bidding process as approved by the County Administrator or his designee. Len-Angeline shall retain full control of any and all bids and determinations regarding bidder qualification and determination of the qualified lowest bidder.

3. Len-Angeline agrees that Seventeen Million One Hundred Thirty Thousand, One Hundred Thirty-Three Dollars ($17,130,133.00) of the State Appropriations is collectively allocated for the Infrastructure Projects (the "Allocated Amount"). The Allocated Amount consists of separate project-specific reimbursement caps as follows: (a) Three Million Dollars ($3,000,000.00) is allocated to the Pedestrian Bridge Project; and (b) Fourteen Million One Hundred Thirty Thousand, One Hundred Thirty-Three Dollars ($14,130,133.00) is allocated to the Pasco Connector Roadway Project. Len-Angeline shall be solely responsible for any costs for either Infrastructure Project that exceed the applicable project-specific reimbursement cap, provided that nothing herein shall prevent Len-Angeline from seeking reimbursement for such cost overruns from any other legally available source. For avoidance of doubt, funds allocated to one Infrastructure Project shall not be used to reimburse costs of the other Infrastructure Project unless authorized by the applicable State Financial Assistance Agreement, approved by FDOT as necessary, and approved by the County in writing. The County shall reimburse Len-Angeline for its eligible expenditures for the Infrastructure Projects within forty-five (45) days of the date that the County receives reimbursement from FDOT for such expenditures under the State Financial Assistance Agreements. Such reimbursements shall cumulatively not exceed the Allocated Amount. In the event FDOT determines, after a reimbursement has been provided to Len-Angeline, that any of such reimbursements were not authorized or consistent with the requirements of the State Financial Assistance Agreements, and seeks reimbursement from the

County, the County shall notify Len- Angeline. Thereafter, Len-Angeline shall have a period of sixty (60) days to dispute FDOT's determination with FDOT, or such longer period as FDOT may permit for resolution of such dispute. If after such period (as it may be extended), Len-Angeline is unsuccessful in convincing FDOT that the reimbursement was authorized under, and consistent with, the State Financial Assistance Agreements, Len-Angeline agrees to reimburse such funds to the County so that the County can reimburse such funds to FDOT; provided that if Len-Angeline is ultimately successful in its dispute with FDOT and all or any portion of such reimbursed funds are returned to the County, the County shall promptly forward such returned amounts to Len-Angeline within forty-five (45) days of its receipt.

4. The County shall reimburse Len-Angeline for its eligible expenditures for the Infrastructure Projects within forty-five (45) days of the date that the County receives reimbursement from FDOT for such expenditures under the applicable State Financial Assistance Agreement. Such reimbursements shall not cumulatively exceed the Allocated Amount and shall not individually exceed the applicable project-specific reimbursement caps identified in paragraph 3 above. In the event FDOT determines, after a reimbursement has been provided to Len-Angeline, that any of such reimbursements were not authorized or consistent with the requirements of the applicable State Financial Assistance Agreement, and seeks reimbursement from the County, the County shall notify Len-Angeline. Thereafter, Len-Angeline shall have a period of sixty (60) days to dispute FDOT's determination with FDOT, or such longer period as FDOT may permit for resolution of such dispute. If after such period, as it may be extended, Len-Angeline is unsuccessful in convincing FDOT that the reimbursement was authorized under, and consistent with, the applicable State Financial Assistance Agreement, Len-Angeline agrees to reimburse such funds to the County so that the County can reimburse such funds to FDOT;

provided that if Len-Angeline is ultimately successful in its dispute with FDOT and all or any portion of such reimbursed funds are returned to the County, the County shall promptly forward such returned amounts to Len-Angeline within forty-five (45) days of its receipt.

5. This Reimbursement Agreement may not be assigned by either party without prior approval of the other, provided that Len-Angeline shall have the right to assign this Reimbursement Agreement to any entity affiliated with or controlled by Len-Angeline without any prior approval of the County. This Reimbursement Agreement shall be binding up on and inure to the benefit of the parties hereto and their successors and assigns.

6. This Agreement may be executed in one or more counterparts (including, without limitation, electronic (e.g., PDF) counterparts) as may be convenient or necessary, each of which shall be deemed an original, and the signature pages taken from separate individually executed counterparts of this AGREEMENT may be combined to form one and the same document.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

COUNTY:

PASCO COUNTY, FLORIDA,
a political subdivision of the State of Florida

ATTEST:

By: _____
Jack Mariano, Chairman

_____
Nikki Alvarez-Sowles, Esq.
CLERK AND COMPTROLLER

(SEAL)

LEN-ANGELINE:

LEN-ANGELINE, LLC,
a Florida limited liability company

Witness:

_____
Kai Hudson
Print Name of Witness

By: _____

Print Name: John Ryan

Title: Manager

Date: 6/4/26

Witness:

_____
Lori Price
Print Name of Witness

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

STATE FINANCIAL ASSISTANCE AGREEMENT

EXHIBIT "A-1"

PROJECT DESCRIPTION(S) AND RESPONSIBILITIES

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Pasco County ("Agency").

PROJECT LOCATION:

☐ The project is on the National Highway System. (**N/A**)

☐ The project is on the State Highway System. (**N/A**)

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION: The design, construction, and construction engineering inspection (CEI) phases of the Pasco Connector Roadway to Regional Research Complex (originally referred to as Wilton Way Road Extension – 2 Lane Road) Project. The project will consist of construction of a two-lane road between the southern terminus of Ridge Road and connect to Sunlake Boulevard at its northern terminus. The project includes the construction of the roadway and vehicular bridges with associated stormwater infrastructure, shoulders, landscape, irrigation, and pedestrian improvements.

SPECIAL CONSIDERATIONS BY AGENCY:

The Project shall be designed and constructed in accordance with the requirements of all applicable laws and governmental rules and regulations and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD), the AASHTO Policy on Geometric Design of Streets and Highways or applicable Agency and Southwest Florida Water Management District (SWFWMD) requirements.

If the project will involve construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department of Traffic Engineering Manual. Designs that do not meet Department standards may be rejected by the Department at its discretion. The Agency must contact the Department's District Permits Engineer to coordinate construction permit requirements at (813)975-6000.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

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The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the Agreement requirements of section 13. Restrictions, Prohibitions, Controls and Labor Provisions. The form can be accessed at the Department's Policy & Process Management site: https://pdl.fdot.gov/.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

1) Right of Way Certification Form
2) Rail Clear Letter
3) Permits Clear Letter
4) Utilities Clear/Coordinated Letter
5) With respect to the Agency, certification of compliance with Chapter 2, Article IV, Division 2 of the Pasco County Code of Ordinance (the "Pasco County Ordinances")
6) With respect to Len-Angeline LLC, certification of compliance with the Economic Development Agreement between the Agency and Len-Angeline LLC dated November 5, 2019 (the "Development Agreement") and the Reimbursement Agreement that was executed in conjunction with this State Financial Assistance Agreement
7) Contamination Certification

The Agency shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

The Agency will be responsible for following Florida Statutes regarding project permitting. The Agency may prepare a Project Environmental Impact Report (PEIR) to support its acquisition of appropriate environmental permits and satisfy other agreements with the Department.

The Agency shall be responsible to identify, notify and coordinate with all Utility Agency/Owners having facilities within the project limits.

If at any moment during project implementation it is determined that the approved project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. A progress report will be required each quarter, even if there is no activity for a reporting period. Progress invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost. Final invoices will reimburse eligible participating items, not previously reimbursed, up to the maximum grant funding.

The Alternative Advance Payment method has been authorized by the Department's Comptroller for this project pursuant to section 334.044 (29) Florida Statutes.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are state or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed.

The Agency shall be required to notify the Department of any construction changes (plans, change orders) and receive approval from the Department prior to the changes being constructed in order to be reimbursed for the changes.

The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final Inspection.

After the completion of the project, the Agency must submit the final invoice and Exhibit "C," Engineers Certification of Completion" of the project to the Department within 120 days after the completion. Invoices after the 120-day time period may not be paid.

The Agency shall commence the project's subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) 100% plans and project clears submitted to the Department by 02/27/2027.
b) Design to be complete and submitted to the Department by 03/27/2027.
c) Construction contract to be let by 05/30/2027.
d) Construction to be completed by 03/09/2029.

SPECIAL CONSIDERATIONS OF THE DEPARTMENT:

The Department will issue a Notice to Proceed to the Agency after final execution of this Agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

STATE FINANCIAL ASSISTANCE AGREEMENT

EXHIBIT "A-2"

PROJECT DESCRIPTION(S) AND RESPONSIBILITIES

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Pasco County ("Agency").

PROJECT LOCATION:

☐ The project is on the National Highway System. (**N/A**)

☐ The project is on the State Highway System. (**N/A**)

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION: The design, construction, and construction engineering inspection (CEI) phases of the Pasco Pedestrian Overpass Bridge Project. The project will consist of the construction of elevated timber pedestrian paths along the connector roadway to the regional research complex between Ridge Road and Sunlake Boulevard, separated from the vehicular bridge and roadway to enhance safety. The project aims to create a dedicated passage for pedestrians and utility vehicles, mitigating the potential for accidents involving road traffic and improving overall user safety. Work includes connecting the pathway to the proposed roadway and completing any associated improvements to the proposed road, such as stormwater, drainage, and any other related improvements to support safe and efficient pedestrian access.

SPECIAL CONSIDERATIONS BY AGENCY:

The Project shall be designed and constructed in accordance with the requirements of all applicable laws and governmental rules and regulations and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD), the AASHTO Policy on Geometric Design of Streets and Highways or applicable Agency and Southwest Florida Water Management District (SWFWMD) requirements.

If the project will involve construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department of Traffic Engineering Manual. Designs that do not meet Department standards may be rejected by the Department at its discretion. The Agency must contact the Department's District Permits Engineer to coordinate construction permit requirements at (813)975-6000.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

The Agency shall submit a Consultants' Competitive Negotiation Act (CCNA) certification for any consultant work for which Department funding is used.

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the Agreement requirements of section 13. Restrictions, Prohibitions, Controls and Labor Provisions. The form can be accessed at the Department's Policy & Process Management site: https://pdl.fdot.gov/.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

1) Right of Way Certification Form
2) Rail Clear Letter
3) Permits Clear Letter
4) Utilities Clear/Coordinated Letter
5) With respect to the Agency, certification of compliance with Chapter 2, Article IV, Division 2 of the Pasco County Code of Ordinance (the "Pasco County Ordinances")
6) With respect to Len-Angeline LLC, certification of compliance with the Economic Development Agreement between the Agency and Len-Angeline LLC dated November 5, 2019 (the "Development Agreement") and the Reimbursement Agreement that was executed in conjunction with this State Financial Assistance Agreement
7) Contamination Certification

The Agency shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

The Agency will be responsible for following Florida Statutes regarding project permitting. The Agency may prepare a Project Environmental Impact Report (PEIR) to support its acquisition of appropriate environmental permits and satisfy other agreements with the Department.

The Agency shall be responsible to identify, notify and coordinate with all Utility Agency/Owners having facilities within the project limits.

If at any moment during project implementation it is determined that the approved project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. A progress report will be required each quarter, even if there is no activity for a reporting period. Progress invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost. Final invoices will reimburse eligible participating items, not previously reimbursed, up to the maximum grant funding.

The Alternative Advance Payment method has been authorized by the Department's Comptroller for this project pursuant to section 334.044 (29) Florida Statutes.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are state or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed.

The Agency shall be required to notify the Department of any construction changes (plans, change orders) and receive approval from the Department prior to the changes being constructed in order to be reimbursed for the changes.

The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final Inspection.

After the completion of the project, the Agency must submit the final invoice and Exhibit "C," Engineers Certification of Completion" of the project to the Department within 120 days after the completion. Invoices after the 120-day time period may not be paid.

The Agency shall commence the project's subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) 100% plans and project clears submitted to the Department by 02/27/2027.
b) Design to be complete and submitted to the Department by 03/27/2027.
c) Construction contract to be let by 05/30/2027.
d) Construction to be completed by 03/09/2029.

SPECIAL CONSIDERATIONS OF THE DEPARTMENT:

The Department will issue a Notice to Proceed to the Agency after final execution of this Agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

EXHIBIT "A-3"

PROJECT DESCRIPTIONS

FY24-25 Local Funding Initiative Request 3601, 3284 and 3626, references the extension of Wilton Way Rd (Speros Pkwy), and a Pasco Pedestrian Overpass. The purpose of these initiatives is to "Improve the transportation conditions and pedestrian connectivity, enhancing safety and reducing the risk of accidents and traffic congestion. These crossings will connect different employment centers, to the adjacent residential areas"

Description	Amount
Wilton Way (Ascend Blvd) – Phases 1 and 2	$14,130,133
Pedestrian Overpass	$3,000,000

Wilton Way – Phases 1 and 2 – LFIR 3601/3284
Limits: Ridge Rd/Sunlake Blvd

1. Scope of work- This segment includes the construction of a new two-lane road and vehicular bridges. The project includes the roadway and two road crossings with associated stormwater infrastructure, shoulders, and other related improvements and will be designed/constructed in accordance with County standards.

2. Phases to be included- The funds will be used to construct the proposed roadway extension (Phases 1 and 2), including CEI, permitting, design, testing, insurance, and other associated items.

3. Schedule
   - Design and permitting: **06/18/26 – 02/27/27**
   - Construction: **05/30/27 – 03/09/29**

4. Cost estimate for the project:
   - Design, permitting and construction: **$14,130,133**

5. Contracting method- advertised separately.

Pedestrian Overpass - Phase 1 and 2 – LFIR 3626
Limits: Ridge Rd/Sunlake Blvd

1. Scope of work- This scope includes the construction of elevated timber pedestrian pathways, separated from the vehicular bridge and roadway to enhance safety. The project aims to create a dedicated passage for pedestrians and utility vehicles, mitigating the potential for accidents involving road traffic and improving overall user safety. Work includes connecting the pathway to the proposed roadway and completing any associated improvements to the proposed road, such as stormwater, drainage, and any other related improvements to support safe and efficient pedestrian access. The project will be designed/constructed in accordance with County standards This project will include a Rectangular Rapid-Flashing Beacon at the crosswalk on Angeline School Way.

2. Phases to be included- The funds will be used to construct the proposed pedestrian overpass and pathway with all other associated road improvements, including CEI, permitting, design, testing, insurance, and other associated items.

3. Schedule
    - Design and permitting: **06/18/26 – 02/27/27**
    - Construction: **05/30/27 – 03/09/29**

4. Cost estimate for the project:
    - Design, permitting and construction of Phase 1: **$3,000,000**

5. Contracting method- advertised separately.



REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

TLP ENGINEERING CONSULTANTS, INC.
450 SOUTH ORANGE AVE., SUITE 600
ORLANDO, FL. 32801
PH: 407-901-5060

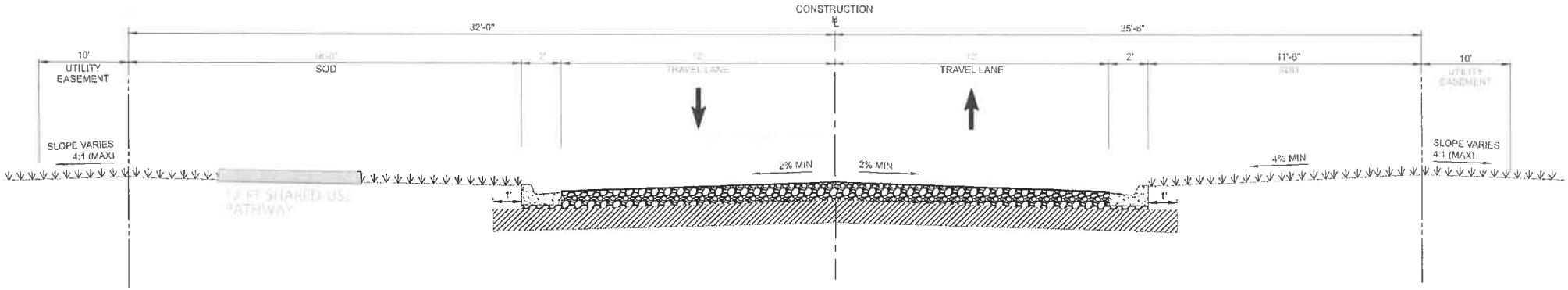
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	PASCO	

WILTON WAY
CONCEPTUAL LAYOUT

EXHIBIT NO. A

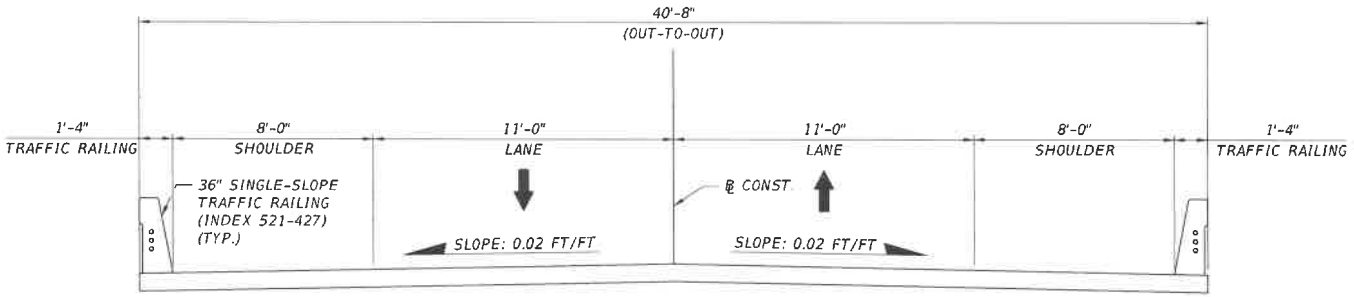
tipstaff 10/15/2025 1:55:34 PM Default I:\PROJECTS\T202501 - Len-Angeline LLC-Wilton Way_METRO_Wilton_Way\roadway\DSGNRD01-2025-10-15.dgn



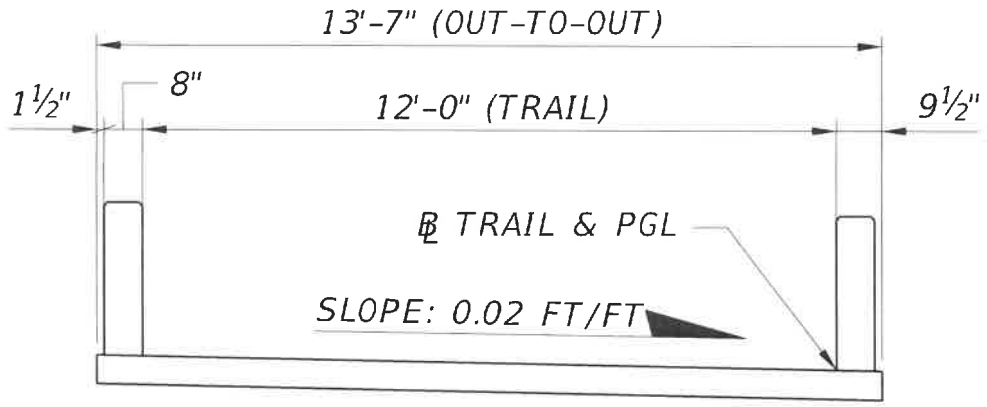
TYPICAL 2-LANE ROADWAY

TYPICAL ROAD SECTION - 57'-6" RIGHT-OF-WAY

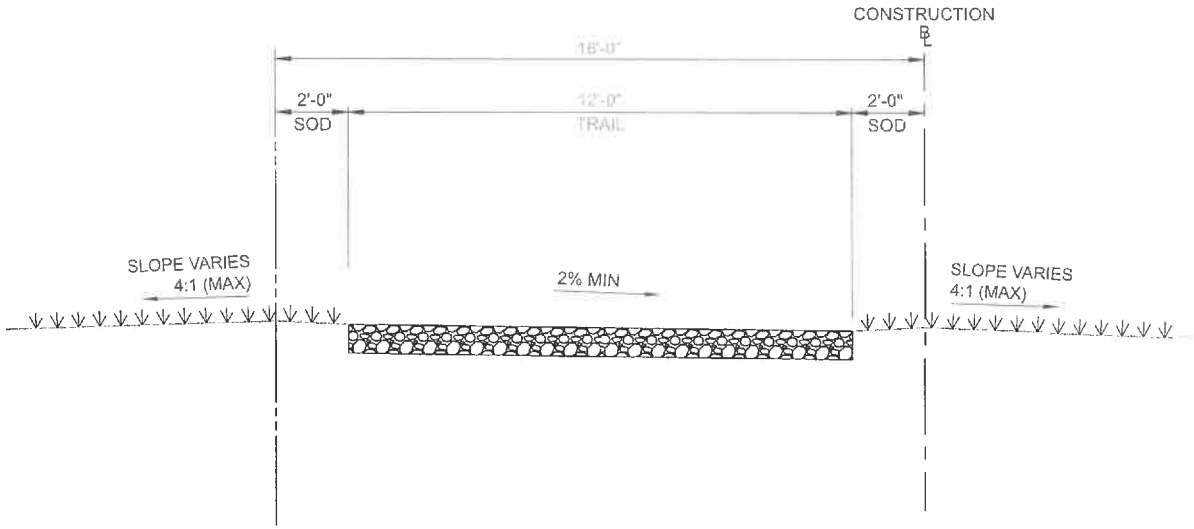
NTS



TYPICAL BRIDGE SECTION



TIMBER BRIDGE



TYPICAL TRAIL
TYPICAL TRAIL SECTION - 16'-0"
NTS

PEDESTRIAN PATHWAY
(WHERE NEEDED)

Exhibit "B"

DEVELOPER PIPELINE BID AND PAYMENT PROCESS
(Amended/Updated August 1, 2016)

1. Pasco County Engineering Services Department Standard Construction Provisions

Upon County approval of the related Development Agreement (DA), amendments to the DA or other Board of County Commissioners (BCC) approved Agreement, all Developers who will be seeking compensation from the County (cash, transportation impact fee credits, etc., as provided under the County's Transportation Impact Fee Ordinance, Mobility Fee Ordinance or economic development agreement) for the infrastructure improvements to be performed pursuant to the DA, amendments to the DA or other BCC approved Agreement will be provided with a set of the County's Standard Construction Provisions for Developer Pipeline Projects that is attached hereto as Exhibit A. The Developer shall incorporate these provisions into any final bid document and resulting contract prepared for the project. (The County reserves the right to modify its sample bid document and standard construction provisions at its discretion.) The Pipeline Project shall be contracted for and awarded separately from the Developer's private construction projects.

2. Preparation of Bid Documents

A. The Developer shall be responsible for ensuring that all technical specifications and special conditions necessary for the completion of the proposed project are incorporated into the bid document in addition to the County's conditions. If a governmental entity such as a Community Development District (CDD) will be performing the work as the Developer or for the Developer, the bid should reflect whether or not the governmental entity reserves the right to make direct purchases of materials (which may be sales tax exempt) and/or whether the bidders should or should not include sales tax in their pay items for materials in their bid proposals. If the direct purchases election is made, only the actual cost of the bid item absent the sales tax shall be eligible for reimbursement from the County.

B. The Developer must include a complete list of pay items and quantities for pay items in the bid for completion by the successful contractor.

C. The Developer must also include pay items and quantities for the County's portion of the work (that portion of work for which a credit will be sought).

(1) If County Design Plans are being used, the County will provide pay items and quantities.

(2) If the Developer is doing the design, the Developer or the Developer's engineer will be responsible for identifying the items and quantities specific to the County-specified work.

(3) At the time of submission of the bid document to the County for its review, the Developer or the Developer's design engineer must certify that the County portion of the pay items does not include any site-related work for the Developer.

D. Prior to advertisement, the Developer must submit six (6) paper copies of the finalized bid document for review to the County's Engineering Services Department at the following address:

Engineering Services Department
Program Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 320
New Port Richey, FL 34654

NOTE: This contact information should be used for all deliverables required under these guidelines.

The County will have five (5) business days from receipt of the package to review and approve the pay items for the County's portion of the work and to confirm that the County's standard contract provisions are included. If the County objects to any part of the bid, the Developer shall address the objections to the County's satisfaction before advertising the project. If no objections are received from the County by the end of this time period, the Developer can proceed with advertising the project.

E. The Developer must coordinate the date and time of the prebid meeting and bid opening with the County's Engineering Services Department.

F. A complete bid document, including all technical specifications, plans, etc., must be available for prospective bidders on the date of the bid advertisement.

3. Public Advertisement

The Developer must advertise the project at least once in a newspaper of general circulation in Pasco County (such as the Tampa Bay Time or Tampa Tribune) for those projects with a projected cost of $200,000 or less at least twenty-one (21) days prior to the established bid opening and at least five (5) days prior to any prescheduled pre-bid conference. For those projects projected to cost at least $500,000 or more, the project must be advertised at least thirty (30) days prior to the established bid opening and at least five (5) days prior to any prescheduled pre-bid conference.

In addition, the Developer also has the discretion to advertise in any other trade publication or trade resource of its choice or to use such other electronic sources or means to reach potential bidders.

4. Contents of Legal Ad

A. The bid opening date, as well as the date, time, and location of any mandatory or nonmandatory pre-bid meeting, will be determined by the Developer. This information must be included in the legal ad. The Developer is responsible, however, for coordinating the bid opening date with the County's Engineering Services Department prior to posting the advertisements and for providing the County with a copy of the newspaper ad utilized.

- See the sample advertisement form included in the County's standard contract package.

B. The bidder should be directed to send all sealed bid proposals to a designated location. Upon prior notice to the County, the Developer has the option of having the proposals directed to the County at the following address:

Purchasing Department
West Pasco Government Complex
8919 Government Drive
New Port Richey, FL 34654

5. Developer Responsibilities During Bid Process

A. The Developer and/or their design engineering firm is responsible for answering any questions received from interested bidders and for ensuring that a copy of the responses provided are circulated to all potential bidders who purchased a set of the bid documents prior to the bid opening date. A copy of any bid addendums or Requests for Information should also be provided to the County at the time such addendums are issued to the Bidders.

B. The Developer will also be responsible for handling the prebid meeting. The County shall be notified in advance of any pre-bid meeting and reserves the right to have a representative present.

6. Bid Opening and Post Bid Developer Obligations

A. The Developer shall open the bids at the date, time, and location designated in the legal ad in the presence of a County representative.

B. The Developer is responsible for reviewing the bids and determining the lowest, responsive, responsible bid. A copy of the ranking (and at the County's request a copy of the proposals) shall be provided to the County prior to the Developer's award of the contract.

C. The County shall have fifteen (15) business days for review of the proposed final contract and to provide a statement of objection or no objection. The Developer shall also require the proposed contractor to submit the insurance information specified in the County's standard contract provisions to the County's Engineering Services Department for approval by the County at least seven (7) days prior to execution of the construction contract and before a Notice to Proceed (NTP) is issued by the Developer. If the County objects to any part of the contract or insurance, the Developer shall address the objections to the County's satisfaction before awarding the contract.

D. If the County issues a statement of no objection, the Developer may proceed to award the contract for the project and shall execute a formal, written agreement containing the specific terms and conditions of the construction, as set forth in the approved contract documents and in the format previously accepted by the County.

E. Prior to the issuance of the NTP and commencement of construction, the Developer shall require the contractor to submit a copy of the fully executed contract and the Performance Bond required for the project to the County's Engineering Services Department to confirm compliance with the provisions in the County's Standard Construction Provisions for Developer Pipeline Projects. The Performance Bond shall, at the minimum, be in an amount equal to one hundred (100) percent of the contract amount. These documents will be circulated to the Engineering Inspections Division and the County Attorney's office for review. The County will have seven (7) business

days to review the documents. If the County objects to any part of the bonds, the Developer shall address the objections to the County's satisfaction before issuing a NTP to its contractor.

F. During the course of the project, the Developer shall also be obligated to provide the County with any amendments, supplements to the agreement, or change orders prior to execution by the Developer and its contractor and prior to commencement of the work involved.

G. The County reserves their right to access the site and observe and comment on the work during the construction period.

H. Upon completion of the project qualifying for reimbursement or credits as defined in a DA, DA Amendment, Master Planned Unit Development (MPUD) Amendment and/or other BCC approved Agreements and prior to final acceptance by the County of the work specified for the project, the Developer shall be required to provide the Warranty/Maintenance Guarantee to the County as required in the project related DA, DA Amendment, MPUD Amendment and/or other BCC approved Agreements or the County's Land Development Code, whichever is stricter.

I. As a condition of final acceptance of the project by the County and final reimbursement or issuance of credits to the Developer for the construction portion of the project, the following items must be provided in a format acceptable to the County:

(1) All deeds and easements, including, but not limited to, deeds for rights-of-way or ponds, drainage easements, slope easements, ingress/egress easements or any other property interest required for the County to own or control the road, the right-of-way identified in the approved construction plans as well as all structures and features (including, but not limited to, such items as retaining walls, drainage structures, etc.) which serve or support the road and the right-of-way required to be conveyed by the Developer and/or other fee owner. The required conveyances referred to under this section shall also include any other conveyances required by a DA, DA Amendment, MPUD and/or other BCC approved Agreements. The Developer or other fee owner must submit the conveyance documents(s) required to the Real Estate Division for review and submittal to the BCC for acceptance and recording. The County will reduce the amount of reimbursement or credits due by the amount of the recording fees incurred.

(2) Evidence that the Southwest Florida Water Management District (SWFWMD) Operation and Maintenance (O&M) permit has been transferred to a CDD or Homeowners' Association. The O&M may be transferred to the County only for projects wherein the SWFWMD Project Area consists exclusively of County-owned right-of-way and County-owned ponds that are not co-mingled with flows from non-County owned property.

(3) Evidence that all permit conditions from all applicable permitting regulatory agencies for the project have been satisfied.

(4) An Engineer's Certificate of Completion from the Developer's engineer, as-builts, test reports, and any Warranty/Maintenance Guarantee required

for the qualifying project from the Developer under a DA, DA Amendment, MPUD and/or other BCC approved Agreements or the County's Land Development Code, whichever is stricter.

7. Compliance with Florida's Public Records Act, Chapter 119, Florida Statutes (The following requirement shall apply to both the Developer and its contractor in their individual capacities.)

A. The CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

(1) Keep and maintain public records required by the County to perform the service under the Agreement;

(2) Upon request from the County's Custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law;

(3) Ensure that pubic records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the County; and

(4) Upon completion of the contract, transfer, at no cost to the County, all public records in possession of CONTRACTOR.

(a) Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements.

(b) All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

(c) All documentation produced as part of this Agreement will become the property of the County.

(d) This paragraph shall survive the expiration or termination of this Agreement.

B. If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the Custodian of Public Records at:

Public Records Coordinator
Pasco County Administration
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654
727-847-2411 Ext. 8316
dwilliams@pascocountyfl.net

C. Under Florida law, a CONTRACTOR who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

8. Post Design/Post Construction Invoicing for Credits, Cash Reimbursement, or Other

A. If the Developer seeks transportation impact or mobility fee credits, cash reimbursement, or other for the design, right-of-way, and/or construction work performed, the Developer shall prepare and submit two (2) complete sets of the following documentation to the County's Engineering Services Department:

(1) Cover sheet signed by all applicable parties with the amount of the transportation impact fee credits, cash reimbursement, or other requested for disbursement by the County.

(2) Summary sheet of all invoices, attached by vendor, with a cumulative total.

(3) All backup invoices with proof of payment (copies of all canceled checks, affidavits and/ or check registries) attached to each invoice and any other documentation required as part of the bid and/or contract documents.

(4) Copies of vendor agreements for the design, environmental issues, construction engineering and inspection services, construction management, etc., that are the subject of the request for impact fee credits, cash reimbursement, or other.

(5) The County reserves the right to request the above information in electronic format.

B. Upon receipt of all documentation described above, County staff will have up to four (4) weeks to review and contact the Developer with a response. If there are no revisions or supplemental information required by the Developer, the County's Engineering Services Department will obtain the required signatures (the Assistant County Administrator for the Development Services Branch and the Budget Director for the Office of Management and Budget) and transmit the documentation to the Financial Services Department for establishment of the Developer's account and/or payment. If the Developer must prepare revisions to the documentation or provide supplemental information, up to four (4) additional weeks will be required to review this information before obtaining the required signatures and transmittal to the Financial Services Department. Further requests for additional information will require additional time for review by the County's Engineering Services Department.

C. Five (5) percent of the total of each invoice received from the Developer for cash or credit shall be retained by the County and shall be disbursed or credited as part of the final payment due for the project. Final payment will be specifically conditioned upon the Developer's compliance with all the items specified in Section 6.I.

9. Compliance with Developer Pipeline Bid and Payment Process

A Developer's failure to comply with the provisions as outlined herein may be considered by the County as a breach of the underlying DA, DA Amendment, MPUD and/or other BCC approved Agreements and may impact the eligibility of the work performed for compensation from the County.

Exhibit A

SPECIAL CONDITIONS OF CONTRACT

1. **THIRD PARTY BENEFICIARY RIGHTS** - PASCO COUNTY, FLORIDA (the "COUNTY") [and FLORIDA DEPARTMENT OF TRANSPORTATION ("DEPARTMENT") (if applicable)], are/is an intended third party beneficiary(ies) of the Agreement between the CONTRACTOR and the DEVELOPER and as such should be listed as co-obligee with the DEVELOPER on any Payment and/or Performance Bonds required for this Project.

2. **INDEMNIFICATION** - The CONTRACTOR shall indemnify and hold harmless the DEVELOPER and COUNTY, and the employees and agents of the DEVELOPER and COUNTY, from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss or any expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, SUB-SUB-CONTRACTOR, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them maybe liable.

   In any and all claims against the DEVELOPER or COUNTY; or against any of the agents or employees of the DEVELOPER and/or COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type or damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

   The CONTRACTOR shall indemnify and hold harmless the DEVELOPER and/or COUNTY and anyone directly or indirectly employed by the DEVELOPER and/or COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.

3. **INSURANCE** - Prior to the commencement of construction and within ten (10) days after execution of agreement between CONTRACTOR and DEVELOPER, the CONTRACTOR shall provide DEVELOPER a certificate of insurance and a true and exact copy of all insurance policies, including additional insured endorsements. Said insurance coverage, and contracts for insurance other than Worker's Compensation and Employer's Liability Policy, shall name the following as additional insureds:

   DEVELOPER
   (Name & Address)

COUNTY
Pasco County, Florida
Pasco County Government Center
Attn: Michele Baker, County Administrator
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654
Fax: (727) 847-8084

[DEPARTMENT (*if applicable*)
Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399
Telephone: (850) 414-4100]

LENDER (if applicable)

General Conditions For All Required Policies:

All insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide.

CONTRACTOR will provide evidence of insurance coverage as follows:

To the DEVELOPER:

(1) true and exact copies of all required insurance policies, including additional insured endorsements, and
(1) original, executed Certificate of Insurance on the form provided by the County.

To the COUNTY:

(1) true and exact copies of all required insurance policies, including additional insured endorsements, and
(1) original, executed Certificate of Insurance on the form provided by the County.

[To the DEPARTMENT *(if applicable)*:
(1) true and exact copies of all required insurance policies, including additional insured endorsements, and
(1) original, executed Certificate of Insurance on the form provided by the County.]

To the Lender (If applicable):

(1) original, executed Certificate of Insurance on the form provided by the County.

The Certificate should set forth the original signatures of the authorized representative of the insurance company(ies) identified. The Certificate should also reference the Agreement between the DEVELOPER and the CONTRACTOR for the Project.

All polices shall require the insurer to deliver to the DEVELOPER and COUNTY thirty (30) days written notice prior to any cancellation, intent not to renew or reduction in coverage and ten (10) days written notice of any nonpayment of premium. Such notice shall be delivered by U.S. Mail to the above addresses.

The insurance referenced above shall be primary to any insurance or self-insurance program of the DEVELOPER or COUNTY which is applicable to the work provided.

The COUNTY shall have the right to review and approve the provided insurance coverage.

Insurance Certificates and Policies provided by the CONTRACTOR will provide evidence of insurance coverage in amounts as follows:

(***Drafting Note to DEVELOPER***: This section should reflect the following limits or those limits otherwise listed in the DEVELOPER'S agreement with the COUNTY, whichever is higher.)

Workers Compensation: The CONTRACTOR shall maintain coverage for all employees engaged in the Work, in accordance with the laws of the State of Florida. The CONTRACTOR also agrees to waive its right of subrogation against the DEVELOPER and COUNTY as well as their agents and employees.

Employer's Liability:	$1,000,000 per accident
Commercial General Liability:	$2,000,000 general aggregate
Product & Complete Operations:	$2,000,000 general aggregate
Bodily Injury (including death):	$1,000,000 per person $2,000,000 per occurrence
Personal Injury & Advertising Injury:	$500,000 per occurrence
Property Damage:	$1,000,000 per occurrence
Fire Damage:	$500,000 per any (1) fire
Hired & Non-Owned Autos or Automobile - Owned Bodily /Personal Injury Property Damage:	$1,000,000 combined single limit
Excess/Umbrella Liability:	$3,000,000 per occurrence $3,000,000 general aggregate
Professional Errors and Omissions Liability:	$1,000,000 per occurrence

Occurrence from professional liability insurance is preferred, however, in the event the consultant is only able to secure claims made professional liability insurance, the consultant shall be obligated to maintain insurance in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of five (5) years from the date of the Agreement.

4. **PAYMENT AND PERFORMANCE BOND**

Prior to commencing construction, the CONTRACTOR shall post in favor of the DEVELOPER and COUNTY, Payment and Performance Bonds acceptable to the DEVELOPER and COUNTY to guarantee payment of its subcontractors and materialmen under the contract as required by law and to guarantee CONTRACTOR's performance of its contractual obligations. Such Bonds shall be with a bank, surety, or other financial institution acceptable to the DEVELOPER and the COUNTY, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The payment and performance bond(s) shall be in the amount of 125% of Construction Contract amount.

5. **WARRANTY/PERFORMANCE GUARANTEE**

Upon completion of the Project and final acceptance by the COUNTY and the DEVELOPER; the CONTRACTOR shall guarantee that all equipment furnished and work performed is free of defects in workmanship or materials for a period of one (1) year after final acceptance, and, if any part of the construction should fail within this period, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY or DEVELOPER. The performance guarantee for the Project may cover this guarantee, if it remains in place for a period of one (1) year after final acceptance in an amount equal to 15% of the applicable construction contract amount or the CONTRACTOR may post a separate maintenance bond acceptable to the COUNTY and the DEVELOPER. The CONTRACTOR is required to advise the DEVELOPER and the COUNTY of the warranty option it has selected prior to the parties' final acceptance of the Project.

6. **COMPLIANCE WITH THE PUBLIC RECORDS LAW**
(This provision will apply to projects records held by both the DEVELOPER and the CONTRACTOR, in their individual capacities.)

The CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential

and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

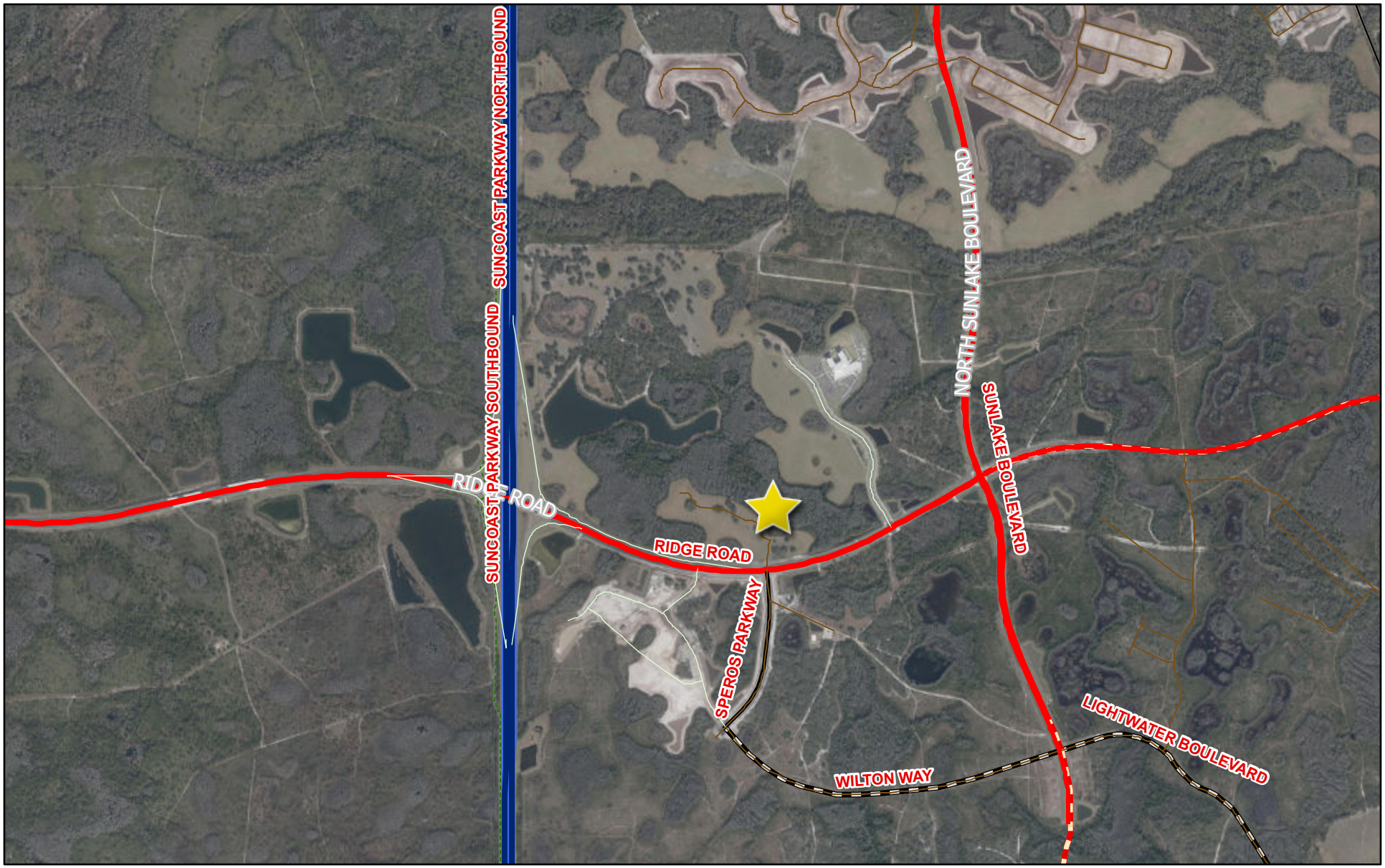
Public Records Coordinator
Pasco County Administration
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654
727-847-2411 Ext. 8316
dwilliams@pascocountyfl.net

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

7. **EXHIBITS A – D** attached hereto are incorporated herein by reference.

***Drafting Note to DEVELOPER**: Reference FDOT in appropriate sections, if applicable.*

SFAA Infrastructure Project Location



Roads
- ARTERIAL
- RESIDENTIAL
- SERVICE ROAD
- TOLL
- TRAIL
- Railroad

Vision Roads
- Existing Arterial
- Existing Collector
- Freeway/Toll
- Vision Arterial
- Vision Collector

Water_AOE
- GULF

<all other values>
- Counties_AOE

1:24,881

0 0.17 0.35 0.7 mi

0 0.3 0.6 1.2 km

Pasco County GIS

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDE26-0810 **DATE:** 6/16/2026

SUBJECT: Second Amendment to the Villages of Pasadena Hills Global Funding and Escrow Agreement

REFERENCES: All Villages of Pasadena Hills (PPC) and Board of County Commissioner (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): BCC at NPR 6/16/2026

AGENDA SECTION: Consent Agenda

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Approve the amendment to the Funding and Escrow Agreement. Authorize the Chairman to execute the Amendment and direct Board Records to distribute as set forth under the Distribution Section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On October 25th, 2022, the Board of County Commissioners (BCC) approved the VOPH Global Funding and Escrow Agreement. The agreement outlines the responsibilities of the applicable Co-developers and related MPUDs for the design, permitting, and construction of specific roadways and utility lines within the VOPH Master Roadway Plan (MRP) and Master Utility Plan, respectively.

On June 4, 2024, the BCC approved the First Amendment to the Global Funding and Escrow Agreement to update the designated MPUD list, revise infrastructure obligations, and include provisions for the relocation of third party utility lines within the right-of-way for Handcart Road and Prospect Road.

Revision to MPUD Infrastructure Obligations

Below is a summary of the proposed amendments to the last iteration of the Global Funding and Escrow Agreement.

- Exhibit A is being modified to include the Village Green MPUD, Colon MPUD, Harvest Hills West MPUD, LD Mitchell MPUD, and the Peeples MPUD as designated MPUDs for Galvin-Harris Land Services. The LD Mitchell and Peeples MPUDs have not yet been approved by the BCC but are being proactively included in the agreement to outline the infrastructure responsibilities of each MPUD. If the BCC does not approve those MPUDs, then they shall not be considered designated MPUDs under this agreement.
- Revisions to Exhibit B-1, B-2, and B-12 to include the infrastructure obligations for the LD Mitchell and Peeples MPUDs, revise the infrastructure obligations for the Harvest Hills North MPUD to remove a portion of North South Avenue B in favor of a local road connection as provided in Exhibit B-12, and to remove Segment K of Tyndall Road as a roadway obligation for the Grandview MPUD.
- Section 5.c of the agreement, pertaining to the development of utility infrastructure, is being revised to remove Exhibit E-3 (Developer Reclaim

Transmission Line Projects) as reclaim water service will not be available. Additionally, Exhibits E-1, E-2, and E-4 are being updated with the utility infrastructure associated with the additional MPUDs added in Exhibit A above. The identified public transmission lines within Exhibits E-1, E-2, and E-4 shall be eligible for credits against the VOPH Utility Surcharge.

- The County and the Developer agree to clarify the obligations and responsibilities of each party as it pertains to the roundabout at Curley Road and Prospect Road. Galvin shall conduct a route study to determine the ultimate alignment and right-of-way needed to accommodate the proposed roundabout. The County shall reimburse Gavlin within 45 days of receiving the completed route study. The County will be responsible for the acquisition of any additional right-of-way identified by the route study to accommodate the roundabout, while Galvin will be responsible for designing, permitting, and constructing the improvements in exchange for transportation development fee credits.

Overpass and Handcart Road Projects

The County is designating Galvin (or Galvin-designee entity) as the construction entity responsible for designing, permitting, and constructing the following improvements to Handcart and Overpass Road if funding is available through revenue bonds, tax increment funds, mobility fees, or other alternative funding source identified by the County.

- Overpass Road: improve the existing 2-lane roadway to a 4-lane roadway from Angelstem Blvd. to Old Bridge Road intersection, identified as Overpass Road Segment 3 on Exhibit G.
- Handcart Road: (i) improve the existing 2-lane roadway to a 4-lane roadway for Handcart Road Segment 1 as identified on Exhibit G (from 2,600 feet south of Kiefer Rd/Pasadena Ridge to Tyndall Road); (ii) improve the existing 2-lane roadway to a 4-lane roadway for Handcart Road Segment 2 as identified on Exhibit G (from 1,000 feet north of Overpass Road to 2,600 feet south of Kiefer Rd/Pasadena Ridge); and (iii) improve the existing 2-lane Handcart Road roadway to a 4-lane roadway and construct 2 lanes for Eiland Blvd realignment for Handcart-Eiland Segment 4 as identified on Exhibit G (from 1,000 feet south of Overpass Road to existing Eiland Blvd); collectively the ”Handcart Road Project”.

Within the Handcart Road segments identified above, the developer may include the costs for underground utilities as an approved roadway cost. The costs for underground utilities are not an approved cost for any other roadway segment identified within this agreement. Additionally, the developer may request approval for additional right-of-way landscape improvements beyond the allowed landscape budget amount set forth in Exhibit G, through the customary tree mitigation fund application process, and subject to BCC approval.

VOPH Fee Credits

Galvin will receive VOPH Fee credits for assisting with revisions to the Master Roadway

Plan and Master Utility Plan for the Villages of Pasadena Hills. For assisting with updating the Master Roadway Plan, Galvin shall receive $65,000 in transportation development fee credits. For assisting with updating the Master Utility Plan, Galvin shall receive $178,090 in VOPH utilities surcharge fee credits.

Section 602.7.C.4.d - Committee Duties
The May 20, 2026, Villages of Pasadena Hills Planning and Policy Committee meeting was unable to form a quorum to provide recommendations on the Second Amendment to the Global Funding and Escrow Agreement. The Planning, Development, and Economic Growth Department is utilizing Section 602.7.C.4.d to bypass the recommendation of the Villages of Pasadena Hills Planning and Policy Committee and receive approval from the Board of County Commissioners. The Planning Development and Economic Growth Department informed the Planning and Policy Committee Chairman, Paul Finora, and the Vice-Chairman, Dale Maggard, pursuant to Section 602.7.C.4.d and received no objections from either the Chairman or the Vice-Chairman.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original.
2. Mail Two (2) Originals to the applicant

Mike Galvin
121 Snell Isle Blvd NE
St. Petersburg, FL 33704

The applicant shall gather the signature of the Developer and return one (1) original of the signed document to Board Records.

3. Electronically to:
David Goldstein – dgoldstein@pascocountyfl.net
Gavin Covey - gcovey@pascocountyfl.net
Amy Bland - abland@pascocountyfl.net

ATTACHMENT(S):
1. PDE26-0810: Second Amendment - Global Funding and Escrow Agreement

SECOND AMENDMENT TO

FUNDING & ESCROW AGREEMENT

FOR ROADWAYS & UTILITY CAPITAL INFRASTRUCTURE

VILLAGES OF PASADENA HILLS (VOPH)

For Certain Galvin-Harris Land Services, LLC, Designated MPUD's Only

THIS SECOND AMENDMENT (the **"Second Amendment")** is made and entered into effective as of the Effective Date as defined below and pursuant to that certain Funding & Escrow Agreement originally approved by the Board of County Commissioners ("BCC") for Pasco County, Florida, on October 25, 2022, as amended by First Amendment to Funding & Escrow Agreement (the "**First Amendment**") approved by the BCC on June 4, 2024 (collectively the "**Agreement**"). This Second Amendment applies only to certain Designated VOPH MPUD's owned or controlled by Galvin-Harris Land Services, LLC, or is Designee, and does not affect any Designated VOPH MPUD owned or controlled by VOPH Master Development Company, LLC, or its Designee; therefore, this Second Amendment is entered into by and between Pasco County, Florida (the "**County**") and Galvin-Harris Land Services, LLC ("**Galvin**"), only, as authorized by Section 3.a. of the original Agreement, and with reference to the following facts:

A. The Agreement previously included the following Galvin- Designated VOPH-MPUD's (as defined in the Agreement) and related roadway and utilities capital infrastructure associated with such Designated VOPH-MPUD's:

Harvest Commons MPUD
Harvest Hills North MPUD
Evans Nursery MPUD
Harvest Hills South MPUD
Grandview MPUD

B. Subsequent to the First Amendment, the BCC also has now approved two (2) additional Galvin-Designated VOPH MPUD's which are owned or controlled by Galvin, with related roadway and utilities capital infrastructure associated with each such VOPH MPUD:

Colon MPUD
Harvest Hills West MPUD

In addition, Galvin has now acquired and controls the entire Village Green MPUD, a previously approved VOPH-MPUD which Galvin desires to add as a Galvin-Designated VOPH-MPUD. Galvin also has acquired a parcel contiguous with the previously-approved MPUD and contemplates an MPUD modification for the existing Village Green MPUD to include such revised MPUD boundary as reflected on the attached exhibits, and to designate the modified MPUD as a VOPH-Designated MPUD pursuant to the Agreement, but subject to BCC approval of such MPUD modification.

C. Galvin presently has submitted a VOPH MPUD application and is pursuing BCC approval for the LD Mitchell MPUD and the Peeples MPUD, both of which Galvin desires also to identify as Galvin-Designated VOPH MPUD's, effective upon and subject to BCC approval of the respective MPUD's and Galvin or its designee's (which may include the current fee owner) written notification to the County that it has acquired title to the VOPH-MPUD as set forth in Section 3.a. of the Agreement. Galvin also has acquired ownership or control of two (2) additional parcels contiguous with the existing Harvest Commons MPUD and contemplates an MPUD modification for the existing Harvest Commons VOPH-Designated MPUD to includes such additional parcels, which revised MPUD boundary is now reflected on the attached exhibits, but subject to BCC approval of such MPUD modification.

D. Section 3.a. of the Agreement authorized the applicable Developer (as defined in the Agreement) and the County Administrator to mutually agree on the addition of more VOPH projects owned or controlled by either Developer, to the list of Designated VOPH-MPUD's under the Agreement, and to identify the associated roadway and utilities infrastructure related to each such Designated VOPH-MPUD.

E. For the new, proposed LD Mitchell VOPH-MPUD and proposed Peeples MPUD, the additions to the required roadway and utilities infrastructure set forth in this Second Amendment remain conditioned upon the subsequent approval by the BCC for the associated LD Mitchell VOPH-MPUD Conditions of Approval and Peeples VOPH-MPUD Conditions of Approval, respectively, consistent with the allocation of such required roadway and utilities infrastructure for the LD Mitchell MPUD and Peeples MPUD as set forth in this Second Amendment.

F. The additional infrastructure projects to be undertaken by Galvin hereunder and which require any County funding, reimbursement, or the award of further VOPH fee credits to Galvin, have been approved by the BCC as specified in this Second Amendment.

G. No provision in this Second Amendment is intended to amend any pre-existing provision of the Agreement as applicable to the other Co-Developer, VOPH Master Development Company, LLC, nor to impose any new obligation upon said other Co-Developer.

NOW, THEREFORE, the County and Galvin agree as follows:

1. **Recitals & Exhibits**. The above recitals are true and correct, and all recitals and exhibits hereto are incorporated herein by reference.

2. **Defined Terms**. All capitalized terms used herein shall have the meanings ascribed to them in the Agreement, if not specifically defined (or re-defined) in this Second Amendment.

3. **Revised Designated VOPH-MPUD's; Substitute Exhibit A**. Based upon the additional VOPH-MPUD projects now owned or controlled by Galvin, the list of Designated VOPH-MPUD's

pursuant to Section 3.a. of the Agreement is hereby modified as set forth on **Exhibit A** attached hereto, which is substituted as the replacement **Exhibit A** to the Agreement. In summary, the revisions to Exhibit A include only (i) the addition of Colon MPUD, Harvest Hills West MPUD, and Village Green MPUD as Galvin-Designated VOPH MPUD's (based on the BCC's prior MPUD approvals), and (ii) the addition of LD Mitchell MPUD and Peeples MPUD as Galvin-Designated VOPH MPUD's (but subject to and conditioned upon BCC approval of the LD Mitchell MPUD and Peeples MPUD).

By way of clarification only, no changes are being made to the list of the pre-existing VOPH Master-Designated VOPH MPUD's nor to any pre-existing roadway or utilities infrastructure requirements related to any Designated VOPH MPUD owned or controlled by VOPH Master.

4. **Revised Designated Master Roadway Pipeline Projects; Substitute Exhibit B-1 and Exhibit B-2**. Galvin has reviewed with the County Engineer and PDEG the implementation of the following VOPH MRP items:

(i) The required portion of the VOPH MRP roadway infrastructure proposed for LD Mitchell MPUD (subject to BCC approval of the new Galvin-Designated LD Mitchell VOPH MPUD);

(ii) The required portion of the VOPH MRP roadway infrastructure proposed for Peeples MPUD (subject to BCC approval of the new Galvin-Designated Peeples VOPH MPUD);

(iii) A revised Harvest Hills North MPUD internal roadway plan to implement VOPH MRP North-South Avenue B (Segment A2) within Harvest Hills North MPUD which will serve as the functional equivalent to the conceptual MRP alignment previously depicted on Exhibit B-1 and B-2 to the First Amendment; and

(iv) The deletion of Tyndall Road Segment K as a required roadway obligation for the Grandview MPUD, based upon other substantial roadway improvement obligations allocated to Galvin herein and Galvin's commitment to act as the County's Constructing Entity for certain County-funded VOPH roadway projects, as set forth herein.

No revisions are being made to the previously approved Exhibit B-1 and B-2 to the First Amendment for any other Designated MPUD's under the Agreement.

With respect to the revision of the Harvest Hills North MPUD Roadway North-South Avenue B (Segment A2), said revision is based upon the revised internal roadway network and pedestrian trail connectivity plan as conceptually depicted and attached as new **Exhibit B-12** (Harvest Hills North Connectivity Plan), which alignments may be modified at the time of PSP/construction plan approval(s), subject to approval by the County Engineer and PDEG that any such modification maintains the functional equivalent for the previous Segment A2 together with pedestrian connectivity to Handcart Road and Prospect Road, while facilitating a superior community layout plan. The County shall remove the deleted Segment A2 from the VOPH MRP and no right-of-way shall be reserved or dedicated by the Developer for said segment, notwithstanding any existing right-of-way requirement for the Harvest Hills North

MPUD, and revised subdivision PSP/construction plans may proceed without MPUD modification, based on this Second Amendment.

Based upon items 4(i) through 4(iv) above, the Designated Master Roadway Pipeline Projects under Section 4 of the Agreement are hereby revised as identified on **Exhibit B-1** and as graphically depicted on **Exhibit B-2,** which are hereby substituted as **Exhibit B-1** and **Exhibit B-2** to the Agreement.

By way of clarification, only the portion of North-South Avenue B now depicted as MRP Segment A on Exhibit B-2 shall be subject to the award of VOPH Transportation Development Fee credits; the internal subdivision roads now serving as the functional equivalent to former MRP Segment A2 shall not be subject to VOPH Transportation Development Fee credits.

5. **Clarification For Developer Utility Projects.** Based upon further review and direction from PCUD, the following clarifications are made with respect to Section 5.c. of the Agreement:

   (i) PCUD has directed the Co-Developers not to include reclaim water transmission lines for certain Designated VOPH MPUDs that are generally located north of Overpass Road, as reclaim water service is not available and is not being provided for in PCUD's Master Utility Plans (MUPs) for VOPH. Consequently, **Exhibit E-3** (Developer Reclaim Transmission Line Projects Graphic) is hereby deleted from the Agreement.

   (ii) By way of clarification and to avoid any conflict, the terms and conditions set forth in the County Utility Projects Joint Funding Agreement, as amended from time to time, shall govern in the event of any direct conflict between the Funding & Escrow Agreement and the County Utility Projects Joint Funding Agreement, with respect to the Developer Utility Pipeline Projects for each Designated VOPH-MPUD. Consequently, the Developer Utility Pipeline Projects under Section 5.c. of the Agreement and as set forth on Exhibit E-1, E-2, and E-4 in the First Amendment, remain subject to (i) the VOPH MUPs as approved from time to time by PCUD, and (ii) the internal subdivision utility plans for each Designated VOPH MPUD as approved from time to time by PCUD, which PCUD-approved MUP and subdivision utility plans will not include the previously identified transmission lines in all VOPH primary and/or intermediate roadways as shown on Exhibits E-1, E-2, and/or E-4.

   (iii) Based on the now-approved VOPH MUP's for potable water and wastewater, Galvin and PCUD have updated the main transmission lines and appurtenances required to serve the Galvin-Designated VOPH MPUD's, and which therefore are creditable against VOPH utility surcharge fees. Consequently, Exhibits E-1, E-2, and E-4 have been updated with approval of PCUD as consistent with the current VOPH MUP's, and are hereby substituted as **Exhibits E-1, E-2 and E-4** to the Agreement.

6. **Overpass Road and Handcart Road Priority Projects.** Based upon the County's updated 2026 VOPH transportation analysis and related update for the VOPH Financial Plan, in recognition of the new MRP roadway design, permitting and construction commitments made by Galvin for the LD Mitchell VOPH MPUD and Peeples MPUD pursuant to Section 4 above, and in consideration for Galvin's commitment to serve as the County's

Agent/Designated Constructing Entity for certain County-funded VOPH roadway projects (the "County Road Projects") as designated below, the County has agreed to prioritize the planning, permitting, funding, and construction of the following VOPH MRP segments (including the road segments, signalization, and other appurtenant features identified on the County Road Projects Budget, Project Spending Schedule, DEP FY Funding Schedule, and County Road Projects Graphic collectively attached as **Exhibit G** hereto):

a. **Overpass Road Project:** improve existing 2-lane roadway to 4-lane roadway from Angelstem Blvd. to Old Bridge Road intersection identified as Overpass Road Segment 3 on Exhibit G (the "Overpass Road Project"); and
b. **Handcart Road Project:** (i) improve existing 2-lane roadway to 4-lane roadway for Handcart Road Segment 1 as identified on Exhibit G (from 2,600 feet south of Kiefer Rd/Pasadena Ridge to Tyndall Road); (ii) improve existing 2-lane roadway to 4-lane roadway for Handcart Road Segment 2 as identified on Exhibit G (from 1,000 feet north of Overpass Road to 2,600 feet south of Kiefer Rd/Pasadena Ridge); and (iii) improve existing Handcart Road 2-lane roadway to 4-lane roadway and construct 2 lanes for Eiland Blvd realignment for Handcart-Eiland Segment 4 as identified on Exhibit G (from 1,000 feet south of Overpass Road to existing Eiland Blvd)(collectively the "Handcart Road Project"). The County agrees that the Handcart Road Project may be constructed within the existing 100' right-of-way width, subject to County Engineer approval of the final construction plans, to avoid condemnation issues related to additional right-of-way acquisition for said VOPH MRP segment(s).

Pursuant to the updated 2026 VOPH Financial Plan and based upon the County Road Projects Budget and Project Spending Schedule set forth on Exhibit G, the County agrees to prioritize and establish CIP schedules for the foregoing County Road Projects, subject to acquisition of alternative funding mechanisms to advance construction of said projects, including, without limitation, potential issuance of VOPH District tax-exempt bonds secured by the VOPH tax increment, VOPH special assessments, VOPH Transportation Development Fees, and/or other potential County funding sources, subject to the ability to underwrite and issue VOPH tax increment bonds and/or the BCC's discretionary budget funding process (collectively referred to herein as the "Bond Funding").

For information only, the County is providing separate CIP funding for that certain Overpass Road segment from Old Bridge Road to Handcart Road, which is not included within the County Road Projects which are covered by this Second Amendment, but which will provide another important component to the VOPH MRP network.

By way of clarification, the inclusion of Handcart Road Segment 1 as a County Road Project covered by this Second Amendment shall not relieve VOPH Master Development Company from any pre-existing obligation to the County for such VOPH roadway segments, unless and until the County by separate agreement with VOPH Master Development Company agrees to modify such obligation(s) with VOPH Master Development Company.

The County hereby designates Galvin or a Galvin-designee entity (the "Galvin Construction Entity") to act as the County's Agent/ Constructing Entity for design, plans, permit approval, and construction for the Overpass Road Project and the Handcart Road Project, on the following terms and conditions:

(i) To expedite the ultimate project timeline, the County desires that the Galvin Constructing Entity proceed with Design, Engineering and Permitting (DEP) of the respective roadway segments as specified on the Project Spending Schedule contained in Exhibit G. Galvin has agreed to proceed with the DEP work for Handcart Road Segment 1 upon receipt of written notice to proceed from the County and for the other County Road Projects immediately after approval of this Second Amendment by the BCC and to advance the required funds as necessary for DEP expenses incurred prior to the commencement of County FY 2027 on October 1, 2026, subject to reimbursement by the County as set forth herein. The County has existing, accrued VOPH Development Fee funds available for allocation to the DEP work for the County Road Projects in FY 2027 and FY 2028 for DEP expenses as set forth on the DEP FY Funding Schedule. By not later than November 15, 2026, the County shall reimburse the Galvin Constructing Entity for all accrued DEP expenses submitted through September 30, 2026, and thereafter shall make such reimbursements within forty-five (45) days after submission by the Galvin Constructing Entity and as contemplated by the Project Spending Schedule and the DEP FY Funding Schedule. However, the Galvin Constructing Entity shall not proceed beyond the DEP phase with the construction phase for any County Road Projects until the BCC approves the Bond Funding.

(ii) Subject to the approval of the Bond Funding, the Galvin Constructing Entity shall use commercially reasonable efforts to construct the County Road Projects in accordance with the Project Spending Schedule and at the most competitive costs available in the market at the time of such project, subject to the bid procurement requirements of this Agreement;

(iii) The Galvin Constructing Entity shall receive and shall include in each County Road Project budget a five percent (5%) management fee its DEP management services and construction management services on the project(s);

(iv) After the Bond Funding is approved by the BCC, each County Road Project budget shall be subject to approval by the County Engineer prior to the award of the construction contract by the Galvin Constructing Entity to the contractor for each such project;

(v) Because County funding will be provided for each progress payment on the County Road Projects, the terms and conditions related to bond, guarantee, and insurance requirements set forth in Section 12 of this Agreement shall apply to the County Road Projects; provided, however, that no developer subdivision improvements shall be included in such public road contracts and provided further that the applicable contractor(s) for the County Road Projects shall provide performance bonds as required by Section 255.05, Florida Statutes.

(vi) In the event the actual total costs for the County Road Projects exceed the aggregate amount set forth on the County Road Projects Budget included in

Exhibit G, Galvin agrees that Galvin or its designee(s) shall accept VOPH Transportation Development Fee credits, in lieu of cash reimbursement, for any such aggregate cost overrun (the "Galvin Fee Credit Overrun");

(vii) In the event the actual total cost for the Overpass Road Project and the Handcart Road Project (collectively) is less than the County Road Projects Budget included in Exhibit G aggregate amount (the "Budget Cost Savings"), then the County agrees that any such Budget Cost Savings shall be used and applied by the Galvin Constructing Entity toward completion of any remaining VOPH MRP roadway segment (in Galvin's discretion) that is designated as a roadway obligation for any Galvin-Designated VOPH MPUD under this Agreement, to the extent such developer MRP roadway obligation has not already been completed by Galvin or its designee. For any such Galvin-designated MRP roadway obligation which is funded by the Budget Cost Savings, no VOPH Transportation Development Fee credits shall be awarded to Galvin or its designee for any such County-funded amount; and

(viii) Except as set forth above, such Constructing Entity arrangement shall be governed by the existing technical terms and conditions of this Agreement for such Construction Entity services, except that (a) the reimbursement caps will be governed by the County Road Projects Budget in Exhibit G (in lieu of the County's standard percentage caps in Section 11.f. of the Agreement), (b) all County disbursements or reimbursements for design, permitting or construction costs shall occur within forty-five (45) days after submittal by the Galvin-designated construction manager of the documentation required by Section 11.f. for each payment draw request for each applicable contract(s), as the work progresses, and (c) all reimbursement requests shall be made no more frequently than monthly.

7. **Handcart Road Undergrounding & Landscape Projects.** The allowed roadway design and construction costs for the retrofit segment(s) of the Handcart Road construction projects shall include the costs for underground utilities as an approved roadway cost for such Handcart Road segments, only. If Handcart Road is funded through the Bond Funding, this reimbursement shall supersede the requirements of Section 3.d. of the First Amendment with regard to Handcart Road, but it shall not supersede Section 3.d. of the First Amendment with regard to Prospect Road. With respect to the Handcart Road improvements, the Co-Developer also may request approval for additional right-of-way landscape improvements beyond the allowed landscape budget amount set forth in Exhibit G, through the customary tree mitigation fund application process, and subject to BCC approval thereof.

8. **VOPH Fee Credits for VOPH MRP and MUP Expenses**. At the request of the County, Galvin has expended sums to assist in the revised and updated VOPH MRP for PDEG and the VOPH MUP's for PCUD and which benefit the entirety of the VOPH Dependent Special District and all VOPH-Entitled Properties therein. Consequently, Galvin shall receive VOPH Transportation Development Fee Credits up to the amount of $65,000 for MRP planning, engineering, and consulting service costs incurred by Galvin on MRP matters through the date of this Second Amendment, and VOPH Utilities Surcharge Fee Credits up to the amount of $178,090 for MUP planning, engineering, and

consulting service costs incurred on MUP matters, after submittal by Galvin of the respective third-party invoices and proof of payment by Galvin to PDEG. The use of the foregoing VOPH fee credits shall be subject to the existing PDEG and PCUD policies governing same.

9. **MRP Roadway Drainage Parcel Easement**. The County owns a five (5) acre m.o.l. drainage/retention parcel along future North-South Avenue B as graphically depicted on Exhibit H hereto (the "MRP Roadway Drainage Parcel"). Incident to Galvin's obligation under this Agreement to construct North-South Avenue B Segment A, the County agrees to process through its required department(s) any required temporary and permanent license(s) and/or easement(s) to authorize Galvin or its constructing entity designee to access and construct non-exclusive retention/detention facilities within the MRP Roadway Drainage Parcel to provide drainage as required for such North-South Avenue B and/or to accommodate adjacent development parcel drainage. If the MRP Roadway Drainage Parcel is utilized solely for MRP roadway drainage, the County shall continue to be the responsible maintenance party for the MRP Roadway Drainage Parcel; however, if the MRP Roadway Drainage Parcel also is utilized for shared stormwater with the adjacent development parcel, then the adjacent developer, its designated CDD or POA, shall assume maintenance responsibility for the MRP Roadway Drainage Parcel.

10. **Clarification for Curley Rd & Prospect Rd Roundabout.** The previous First Amendment to this Funding & Escrow Agreement added Section 4.h.(iv) to the Agreement regarding the "Curley-Prospect Roundabout Improvements." Based upon subsequent analysis and consideration, the County and Galvin have agreed to modify Galvin's obligation (pursuant to the Grandview MPUD requirements) with respect thereto, as follows:

a. Interim Roundabout Construction. Galvin's construction responsibility for the Curley-Prospect Roundabout Improvements shall be limited to design, permitting and construction of the interim condition graphically depicted on Exhibit I hereto, which has been approved by the County Engineer and is hereby incorporated by reference into the Agreement. Galvin shall receive VOPH Transportation Fee credits for the design, permitting and construction of the interim Prospect Roundabout Improvements pursuant to the VOPH Financial Plan and related Enabling Documents.

b. **Route Study Update for Ultimate Design**. To facilitate the acquisition of additional right-of-way for the ultimate Curley-Prospect Roundabout Improvements, the County requires an updated alignment/route study. The County has requested and Galvin has agreed to act as the County's Agent for the procurement of the updated route study, subject to final approval thereof by the County Engineer. Galvin shall retain the required third-party professionals to accomplish the updated route study, and the County shall reimburse Galvin for the costs incurred with respect thereto within forty-five (45) days after receipt of each such reimbursement request with the County-required documentation from Galvin. Upon final approval of the route study by the County, the County shall be responsible for the timing, funding, and construction for the ultimate Curley-Prospect Roundabout Improvements, in the County's discretion.

11. **Miscellaneous**. Except as expressly set forth herein, all terms, conditions and Exhibits set forth in the Agreement (as previously amended by the First Amendment) shall remain in full force and effect. This Second Amendment shall be effective as of the last date signed by Galvin and the County Administrator as authorized in the Agreement; provided, however, that the provisions

herein related to the LD Mitchell MPUD shall remain conditioned upon the BCC's subsequent approval of the LD Mitchell VOPH-MPUD Rezoning, and the provisions herein related to the Peeples MPUD shall remain conditioned on the BCC's subsequent approval of the Peeples VOPH MPUD. In the event the LD Mitchell MPUD or the Peeples MPUD is not approved by BCC as contemplated herein, the remaining provisions of this Second Amendment not related to the LD Mitchell MPUD or the Peeples MPUD, as applicable, shall remain in full force and effect. Upon execution of this Second Amendment by the County Administrator and Galvin, the County shall transmit copies hereof to the VOPH Engineer Verification Agent and the VOPH Financial Escrow Agent.

WHEREFORE, the County and Galvin have executed this Second Amendment on the respective dates set forth below.

Board of County Commissioners

of Pasco County, Florida

By: _____

Jack Mariano, Chairman

_____

Nikki Alvarez Sowles, Esq.

Pasco County Clerk & Comptroller

Date: _____

Galvin-Harris Land Services, LLC

By: _____

Print: Mike Galvin

Title: Manager

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____ , 20 ____ , by means of:

[____] physical presence or [____] online notarization by [Name] _____, who executed the foregoing instrument as [Title] _____ of Galvin-Harris Land Services, LLC a limited liability company organized under the laws of Florida, said person is (check one below):

[____] Personally known to me, or

[____] Has produced _____ as identification.

_____

Signature of person taking acknowledgement

[Notary Stamp or Seal]

_____

Print Notary's Name

SCHEDULE OF EXHIBITS TO SECOND AMENDMENT

VOPH Funding & Escrow Agreement

Exhibit A: Revised List of Designated VOPH-MPUD's

Exhibit B-1: Revised List of Designated Master Roadway Pipeline Projects

Exhibit B-2: Revised Graphic Depiction for Master Roadway Pipeline Projects

Exhibit B-12: Harvest Hills North Connectivity Plan

Exhibit E-1: Revised Graphic Depiction for Developer Potable Water Transmission Lines

Exhibit E-2: Revised Graphic Depiction for Developer Wastewater Transmission Lines

Exhibit E-4: Revised Graphic Depiction for Developer Utility Projects

Exhibit G: County Road Projects Composite Exhibit

Exhibit H: Graphic Depiction of MRP Roadway Drainage Parcel

Exhibit I: Graphic Depiction for Curley-Prospect Roundabout Interim Condition

Exhibit A

Revised List of Designated VOPH-MPUDs

MPUD Name	Co-Developer
Harvest Commons MPUD	Galvin-Harris Land Services
Harvest Hills North MPUD	Galvin-Harris Land Services
Evans Nursery MPUD	Galvin-Harris Land Services
Harvest Hills South MPUD	Galvin-Harris Land Services
Grandview MPUD	Galvin-Harris Land Services
Harvest Hills West MPUD	Galvin-Harris Land Services
Colon MPUD	Galvin-Harris Land Services
Village Green MPUD	Galvin-Harris Land Services
LD Mitchell MPUD*	Galvin-Harris Land Services
Peeples MPUD*	Galvin-Harris Land Services
Evans Pasadena MPUD	VOPH Master Development

*Subject to BCC approval of LD Mitchell MPUD and Peeples MPUD

Prior or subsequent to closing on the applicable VOPH-MPUD land, the applicable Co-Developer shall have the right to designate its VOPH-MPUD ownership entity; provided, however, that the applicable VOPH master roadway pipeline projects and master utility pipeline projects identified for each such VOPH-MPUD in this Development Agreement shall remain applicable to and binding upon each such successor owner or assignee so designated by the Co-Developer, as to that VOPH-MPUD. In addition, either Co-Developer with the consent of the County Administrator may designate additional VOPH-MPUD's with appurtenant designated master roadway and/or utility pipeline projects, or may re-allocate pipeline improvements among such Co-Developer's designated VOPH-MPUD's, in which event the applicable exhibits to the Development Agreement shall be administratively amended by the applicable Co-Developer and the County Administrator.

Exhibit B-1

Re-Designated Master Roadway Pipeline Projects

Designated VOPH-MPUD	**Designated Roadway Pipeline Project Segments/Descriptions**
Harvest Commons MPUD:	B - Handcart Road from MPUD southern boundary to SR 52 - new 4-lane road
	A - North-South Avenue B from MPUD School Site southwest corner to SR 52 - new 2-lane road
Harvest Hills North MPUD:	F - Handcart Road from Prospect Road to MPUD northern boundary - new 4-lane road
	P - Prospect Road from westernmost MPUD driveway access connection to North-South Avenue B - rebuilt 2-lane road
	E - Prospect Road from North-South Avenue B to Handcart Road - rebuilt 2-lane road
Evans Nursery MPUD:	D - New River Boulevard from Tyndall Road to Prospect Road - new 2-lane road
	L - North-South Avenue B from Tyndall Road to Prospect Road - new 2-lane road
	H2 - Tyndall Road from Magnolia Island Blvd to North-South Avenue B - new 2-lane road
	H3 - Tyndall Road from west Evans Nursery MPUD boundary to Magnolia Island Blvd - new 2-lane road
Harvest Hills South MPUD:	G - Handcart Road from Tyndall Road to Prospect Road – widen to 4-lane road
	H1 - Tyndall Road from North-South Avenue B to Handcart Road – new 2-lane road
Grandview MPUD:	C2 - Prospect Road from Harvest Hills West MPUD east boundary to Harvest Hills North MPUD's westernmost MPUD driveway access connection – rebuilt 2-lane road
	N - Prospect Road from Handcart Road to J Ben Harrill Blvd – rebuilt 2-lane road

	I - J Ben Harrill Blvd from Prospect Road to the northeast Harvest Hills North MPUD boundary – realigned and rebuilt 2-lane road
Colon MPUD:	None
Harvest Hills West MPUD:	C1 - Prospect Road from Curley Road/Mirada Blvd roundabout to Harvest Hills West eastern MPUD boundary – realigned/rebuilt and new 2 lane road
Village Green MPUD:	None
LD Mitchell MPUD: *	U1 – Chapel Manor Blvd from 0.25 miles east of Handcart Road to North-South Avenue C – new 2-lane road
	U2 - Chapel Manor Blvd from North-South Avenue C to J Ben Harrill Blvd – new 2-lane road
	S3 - North-South Avenue C from Chapel Manor Blvd to northern LD Mitchell MPUD boundary
	S4 - North-South Avenue C from Overpass Road to Chapel Manor Blvd – new 2-lane road
	J4 - J Ben Harrill Blvd from Chapel Manor Blvd to northern LD Mitchell MPUD boundary – new 2-lane road
	J5 -J Ben Harrill Blvd from southeastern LD Mitchell MPUD boundary to Chapel Manor Blvd – new 2-lane road
Peeples MPUD:*	V1 - J Ben Harrill Blvd from East-West Street C to Peeples MPUD north boundary – new 2-lane road
	V2 - J Ben Harrill Blvd from Old Bridge Road to East-West Street C – new 2-lane road
	V3 - East-West Street C from J Ben Harrill Blvd to Ft. King Road – new 2-lane road

*Subject to BCC approval of the LD Mitchell MPUD and Peeples MPUD.

Evans Pasadena MPUD:	T1 - Handcart Road from Pasadena Ridge Blvd/Keifer Rd to Tyndall Rd – widen to 4-lane road
	T2 - Handcart Road from Evans Pasadena MPUD south boundary to Pasadena Ridge Blvd/Keifer Rd – widen to 4-lane road
	R1 – Pasadena Ridge Blvd from Handcart Road to J Ben Harril Blvd – new 4-lane road

R2 - Pasadena Ridge Blvd from J Ben Harrill Blvd to Evans Pasadena MPUD easternmost access connection – new 4-lane road

J1 – J Ben Harrill Blvd from North-South Avenue C to Evans Pasadena MPUD northwest boundary – new 2-lane road

J2 – J Ben Harrill Blvd from Pasadena Ridge Blvd to North-South Avenue C – new 2-lane road

J3 – J Ben Harrill Blvd from Evans Pasadena MPUD south boundary to Pasadena Ridge Blvd – new 2-lane road

S1 - North-South Avenue C from Pasadena Ridge Blvd to J Ben Harrill Blvd – new 2-lane road

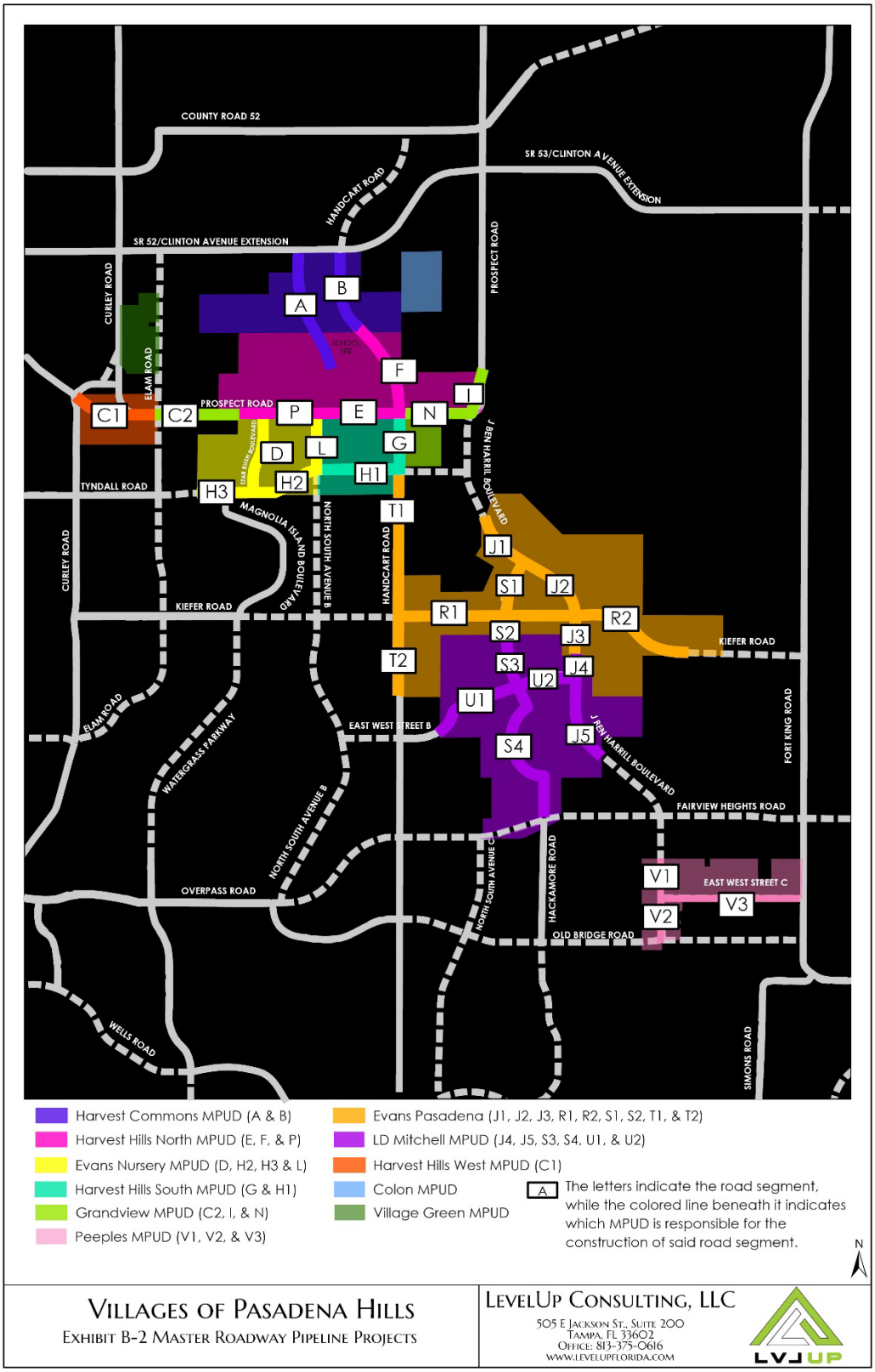
S1 - North-South Avenue C from Evans Pasadena MPUD south boundary to Pasadena Ridge Blvd – new 2-lane road

Notes:

Based upon the most recent amendments to the VOPH Financial Plan and other VOPH Enabling Documents, all the foregoing Designated Master Roadway Pipeline Projects (both primary and intermediate roadways, including the specified off-site Intersection Improvements) shall be eligible for VOPH Development Fee credits pursuant to this Development Agreement. As authorized in the Agreement, the Co-Developer or its designated Constructing Entit(ies) for each Designated VOPH-MPUD may design, fund and/or construct the specified roadway pipeline(s) for such VOPH-MPUD in phases or increments, provided that (i) the access management requirements for such Co-Developer designated phase or increment shall be approved concurrently with the approved construction plans for such Co-Developer designated phase or increment and (ii) all Designated Roadway Pipeline Projects specified for that VOPH-MPUD shall be constructed, funded or bonded prior to recordation of the plat for the final phase of development for that VOPH-MPUD. If funds are tendered into escrow pursuant to the Agreement for a specific Designated VOPH-MPUD roadway segment, such funds may only be used by the Co-Developer (or its Constructing Entity designee(s)) for that Designated VOPH-MPUD and only for such designated roadway segment and/or Intersection Improvements for which the funds were tendered. Based upon the pre-funding of the escrow account for each Co-Developer phase or increment, no building permits or certificates of occupancy shall be withheld within

that MPUD phase or increment due to (x) any pending completion of the portion of the Designated Master Roadway Pipeline Project(s) allocated to that development phase or increment, or (y) any Designated Master Roadway Pipeline Project(s) for that MPUD which are allocated to a separate development phase or increment.

Exhibit B-2



Villages of Pasadena Hills
Exhibit B-2 Master Roadway Pipeline Projects

LevelUp Consulting, LLC
505 E Jackson St., Suite 200
Tampa, FL 33602
Office: 813-375-0616
www.levelupflorida.com

Exhibit B-12 [HH North Connectivity Plan]

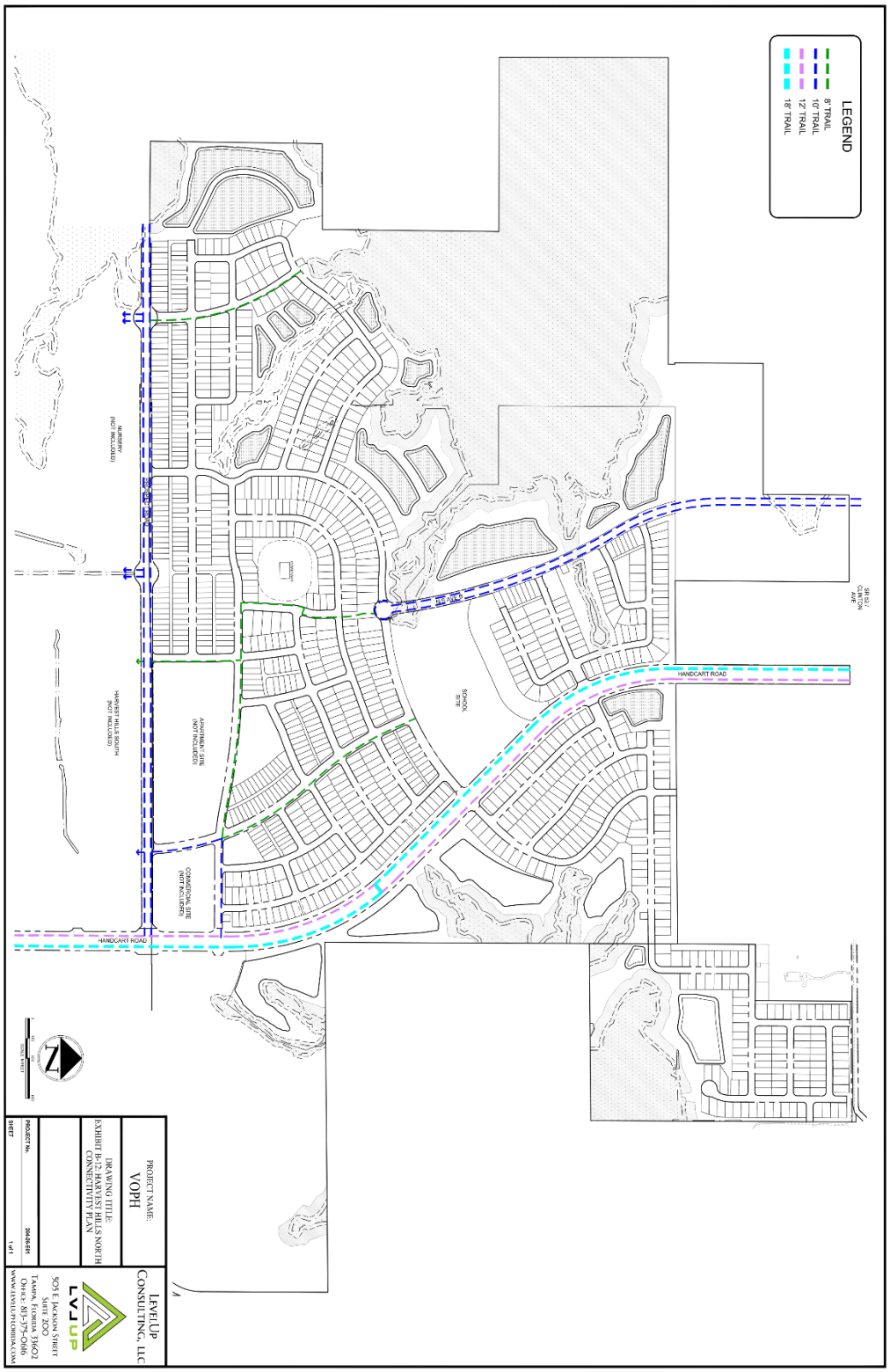
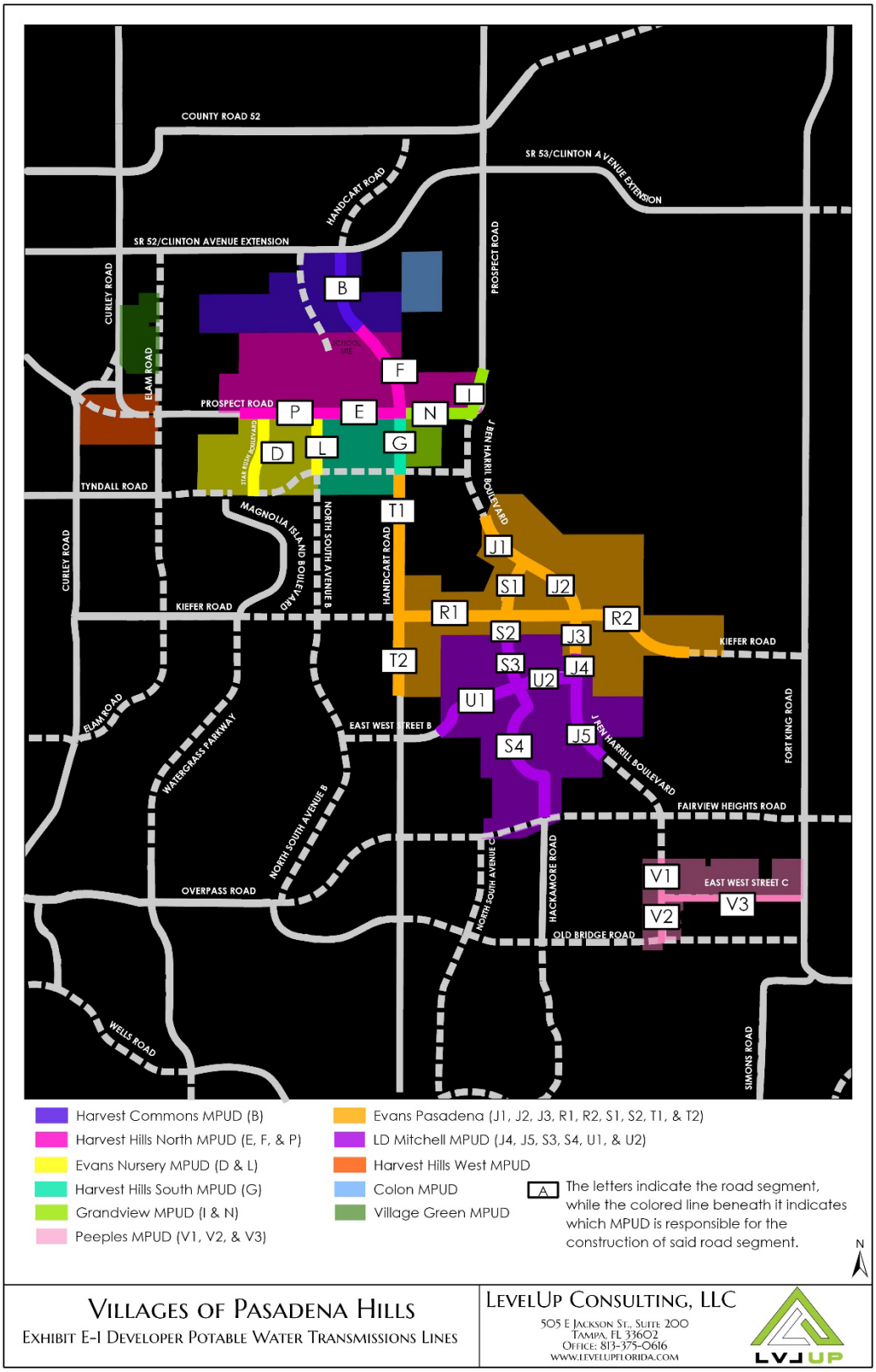


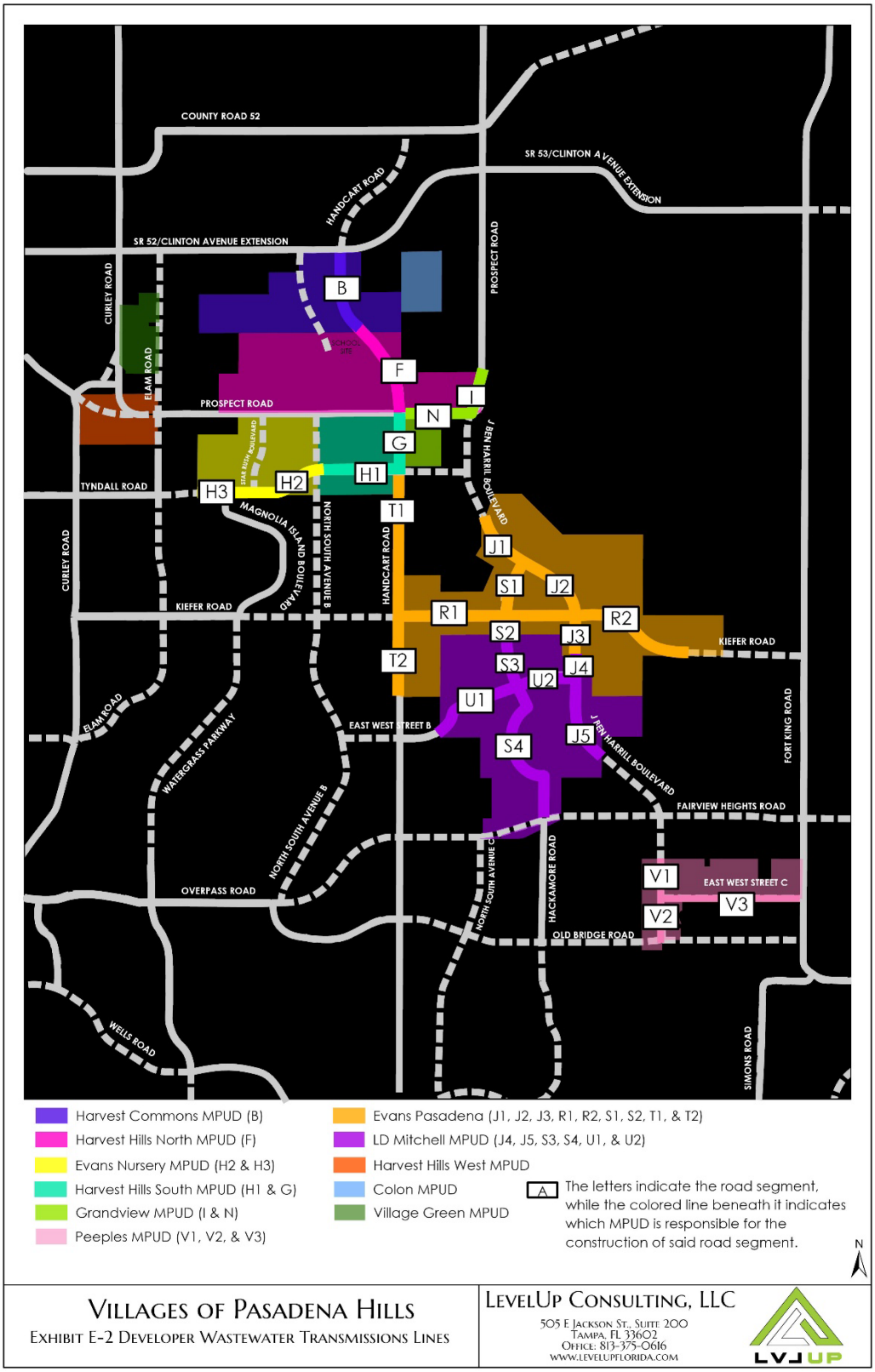
Exhibit E-1



VILLAGES OF PASADENA HILLS
EXHIBIT E-1 DEVELOPER POTABLE WATER TRANSMISSIONS LINES

LEVELUP CONSULTING, LLC
505 E JACKSON ST., SUITE 200
TAMPA, FL 33602
OFFICE: 813-375-0616
WWW.LEVELUPFLORIDA.COM

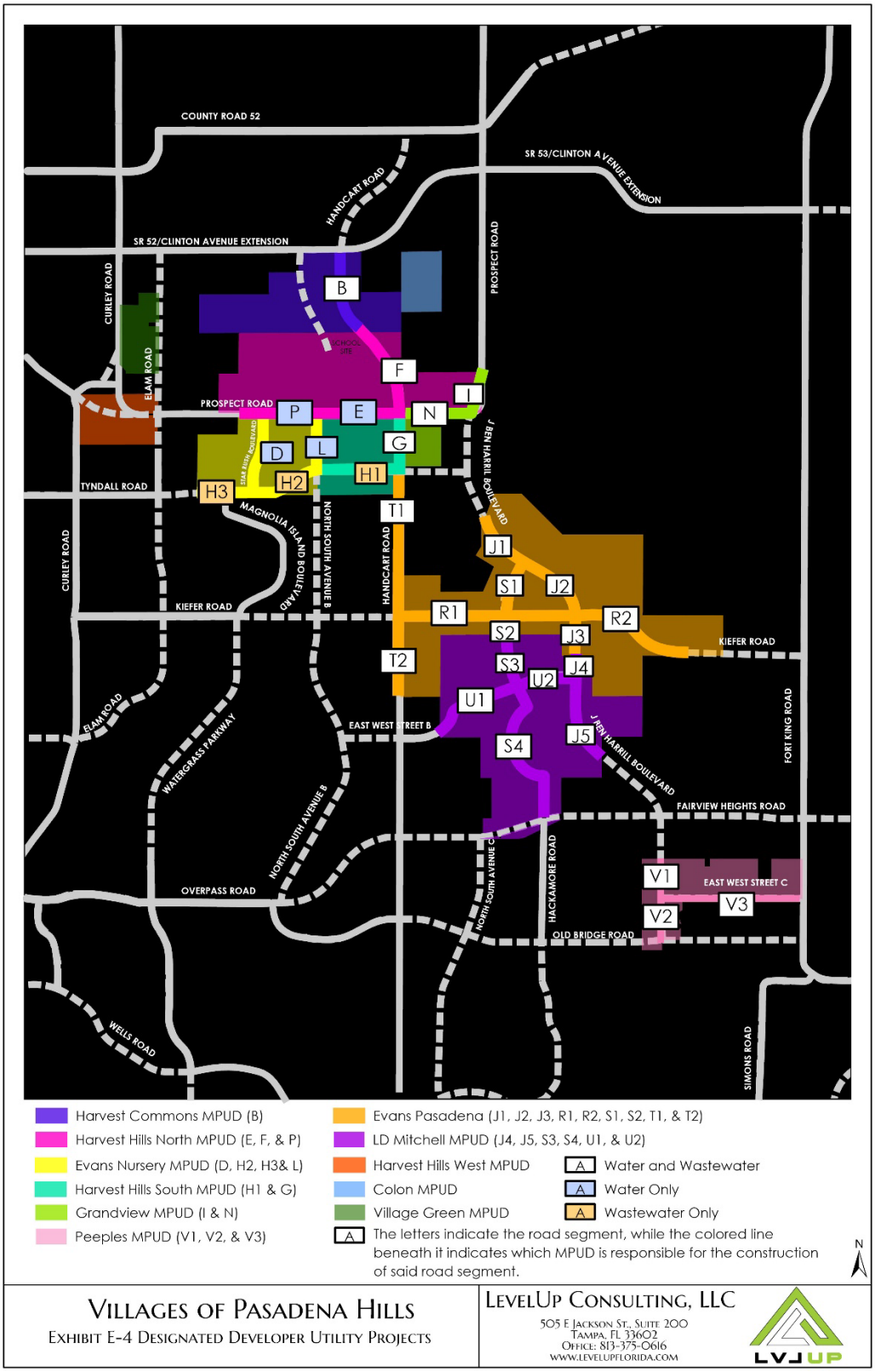
Exhibit E-2



Villages of Pasadena Hills
Exhibit E-2 Developer Wastewater Transmissions Lines

LevelUp Consulting, LLC
505 E Jackson St., Suite 200
Tampa, FL 33602
Office: 813-375-0616
www.levelupflorida.com

Exhibit E-4



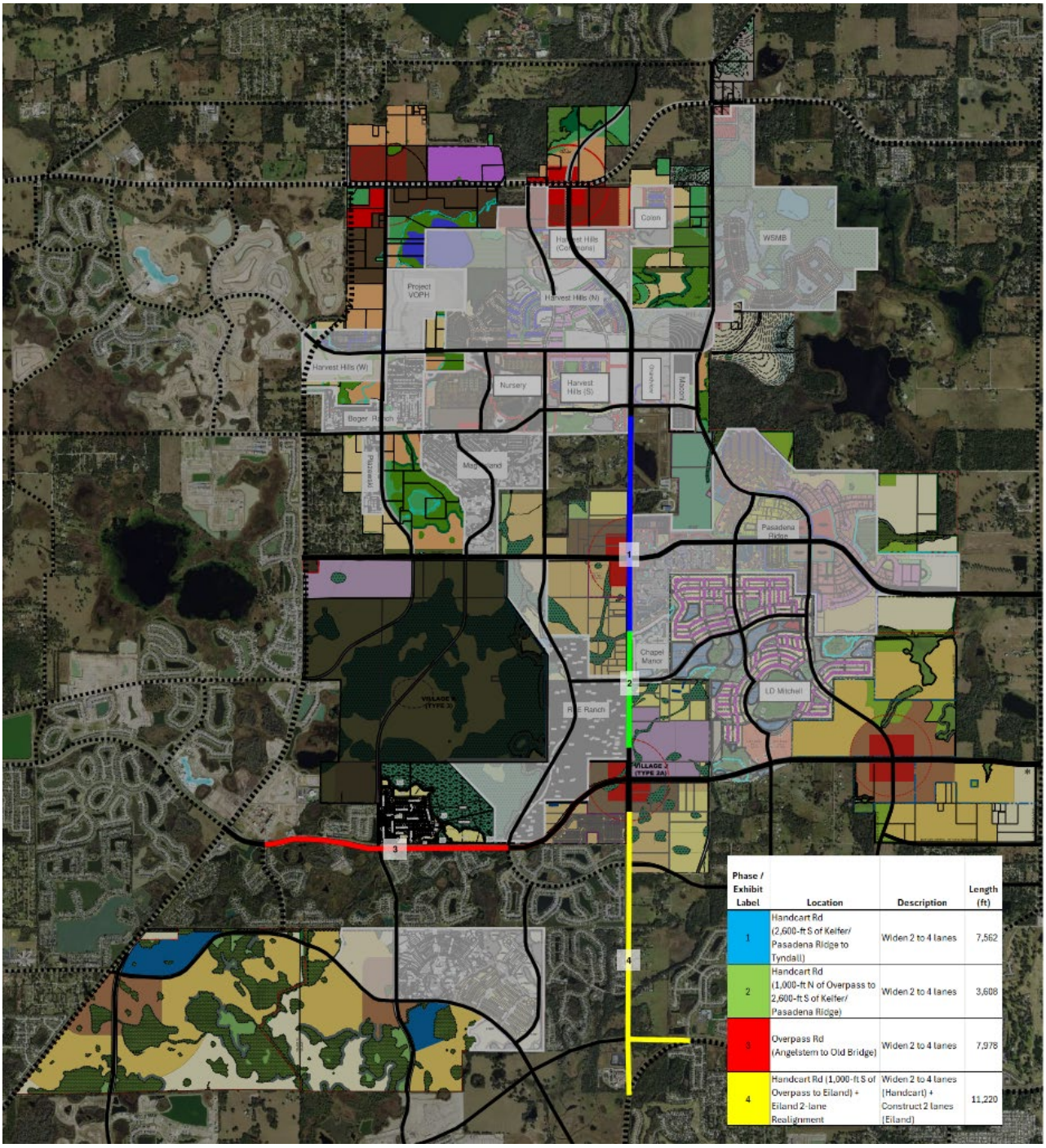
VILLAGES OF PASADENA HILLS
EXHIBIT E-4 DESIGNATED DEVELOPER UTILITY PROJECTS

LEVELUP CONSULTING, LLC
505 E JACKSON ST., SUITE 200
TAMPA, FL 33602
OFFICE: 813-375-0616
WWW.LEVELUPFLORIDA.COM

Composite Exhibit G

For County Road Projects

Overall Graphic Depicting Segments 1 – 4:



Phase / Exhibit Label	Location	Description	Length (ft)
1	Handcart Rd (2,600-ft S of Kelfer/ Pasadena Ridge to Tyndall)	Widen 2 to 4 lanes	7,562
2	Handcart Rd (1,000-ft N of Overpass to 2,600-ft S of Kelfer/ Pasadena Ridge)	Widen 2 to 4 lanes	3,608
3	Overpass Rd (Angelstem to Old Bridge)	Widen 2 to 4 lanes	7,978
4	Handcart Rd (1,000-ft S of Overpass to Eiland) + Eiland 2-lane Realignment	Widen 2 to 4 lanes (Handcart) + Construct 2 lanes (Eiland)	11,220

Exhibit G (continued)

Project Spending Schedule:

Phase / Exhibit Label	Location	Description	Length (ft)	Length (mi)	Current Status	Approach to Finish Design	Design/ Permitting (10%) + Mgmt Fee	Design Start Date	Design End Date	Total Construction + Mgmt Fee	Construction Start Date	Construction End Date	Total Cost	Bond Issuance Date
1	Handcart Rd (2,600-ft S of Keifer/ Pasadena Ridge to Tyndall)	Widen 2 to 4 lanes	7,562	1.43	Pasadena Ridge/Westbay has 60% plans	1. County obtains Westbay plans, provides to GHLS. 2. GHLS finishes plans.	$2,779,204	Upon County issuance of NTP	12 months after Start Date	$33,423,858	18 months after Design NTP	12 months after Start Date	$36,203,062	7/1/2027
2	Handcart Rd (1,000-ft N of Overpass to 2,600-ft S of Keifer/ Pasadena Ridge)	Widen 2 to 4 lanes	3,608	0.68	County designing Handcart 1,000-ft N and S of Overpass. No plans prepared to date for GHLS portion.	1. County designing to 1,000-ft N of Overpass. 2. GHLS prepares and completes plans starting 1,000-ft N of Overpass	$1,326,021	7/1/2026	7/1/2028	$17,460,393	8/1/2028	8/1/2029	$18,786,414	7/1/2028
3	Overpass Rd (Angelstem to Old Bridge)	Widen 2 to 4 lanes	7,978	1.51	County has 60% plans for 6-lane roadway from Boyette to Old Bridge	1. County provides plan content to GHLS. 2. GHLS creates 4-lane plans for smaller corridor.	$1,821,241	7/1/2026	7/1/2028	$19,625,648	8/1/2028	8/1/2029	$21,446,889	7/1/2028
4	Handcart Rd (1,000-ft S of Overpass to Eiland) + Eiland 2-lane Realignment	Widen 2 to 4 lanes (Handcart) + Construct 2 lanes (Eiland)	11,220	2.13	No plans prepared to date.	GHLS prepares and completes plans.	$3,808,350	7/1/2026	7/1/2028	$43,004,535	8/1/2029	8/1/2030	$46,812,885	7/1/2029
		OVERALL TOTALS	30,368	5.75			$ 9,734,816			$113,514,434			$123,249,250	

Road Projects Budget:

COUNTY ROAD PROJECTS BUDGET					
Location	Handcart Rd (2,600-ft S of Keifer/ Pasadena Ridge to Tyndall)	Handcart Rd (1,000-ft N of Overpass to 2,600-ft S of Keifer/ Pasadena Ridge)	Overpass Rd (Angelstem to Old Bridge)	Handcart Rd (1,000-ft N of Overpass to Eiland) + Eiland 2-lane Realignment	**OVERALL TOTALS**
Description	Widen 2 to 4 lanes	Widen 2 to 4 lanes	Widen 2 to 4 lanes	Widen 2 to 4 lanes (Handcart) + Construct 2 lanes (Eiland)	-
Length (ft)	7,562	3,608	7,978	11,220	**30,368**
Length (mi)	1.43	0.68	1.51	2.13	**5.75**
Cost/ mile	$18,481,126	$18,481,126	$11,479,371	$17,068,235	
Design/ Permitting (10%)	$2,646,861	$1,262,877	$1,734,516	$3,627,000	**$ 9,271,254**
D/E/P Management Fee (5%)	$132,343	$63,144	$86,726	$181,350	**$ 463,563**
Design/ Permitting (10%) + Mgmt Fee	**$2,779,204**	**$1,326,021**	**$1,821,241**	**$3,808,350**	**$ 9,734,816**
Construction	$26,468,613	$12,628,769	$17,345,156	$36,270,000	**$ 92,712,538**
Landscape/ Irrigation (3%)	$794,058	$378,863	$520,355	$1,088,100	**$ 2,781,376**
Underground Power	$1,386,482	$952,258	N/A	N/A	**$ 2,338,740**
Traffic Signals	$2,200,000	$2,200,000	N/A	$2,200,000	**$ 6,600,000**
Streetlights	$453,720	$216,480	$478,680	$673,200	**$ 1,822,080**
Construction Admin (2%)	$529,372	$252,575	$346,903	$725,400	**$ 1,854,251**
Construction Management Fee (5%)	$1,591,612	$831,447	$934,555	$2,047,835	**$ 5,405,449**
Total Construction + Mgmt Fee	**$33,423,858**	**$17,460,393**	**$19,625,648**	**$43,004,535**	**$ 113,514,434**
Total Cost	$36,203,062	$18,786,414	$21,446,889	$46,812,885	**$ 123,249,250**

Exhibit G (continued)

DEP FY Funding Schedule:

Project Name	Phase	FY2027 (10/01/2026 - 9/30/2027)	FY2028 (10/01/2027 - 9/30/2028)	Notes
Handcart Rd (2,600-ft S of Keifer / Pasadena Ridge to Tyndall)	Design	$ 2,779,204.33	$ -	100% in FY27
Handcart Rd(1,000-ft N of Overpass to 2,600-ft S of Keifer / Pasadena Ridge)	Design	$ 1,193,418.71	$ 132,602.08	90% in FY27 and 10% in FY28
Overpass Rd (Angelstem to Old Bridge)	Design	$ 1,639,117.21	$ 182,124.13	90% in FY27 and 10% in FY28
Handcart Rd (1,000-ft S of Overpass to Eiland) + Eiland 2-lane Realignment)	Design	$ 3,427,515.00	$ 380,835.00	90% in FY27 and 10% in FY28

Exhibit H

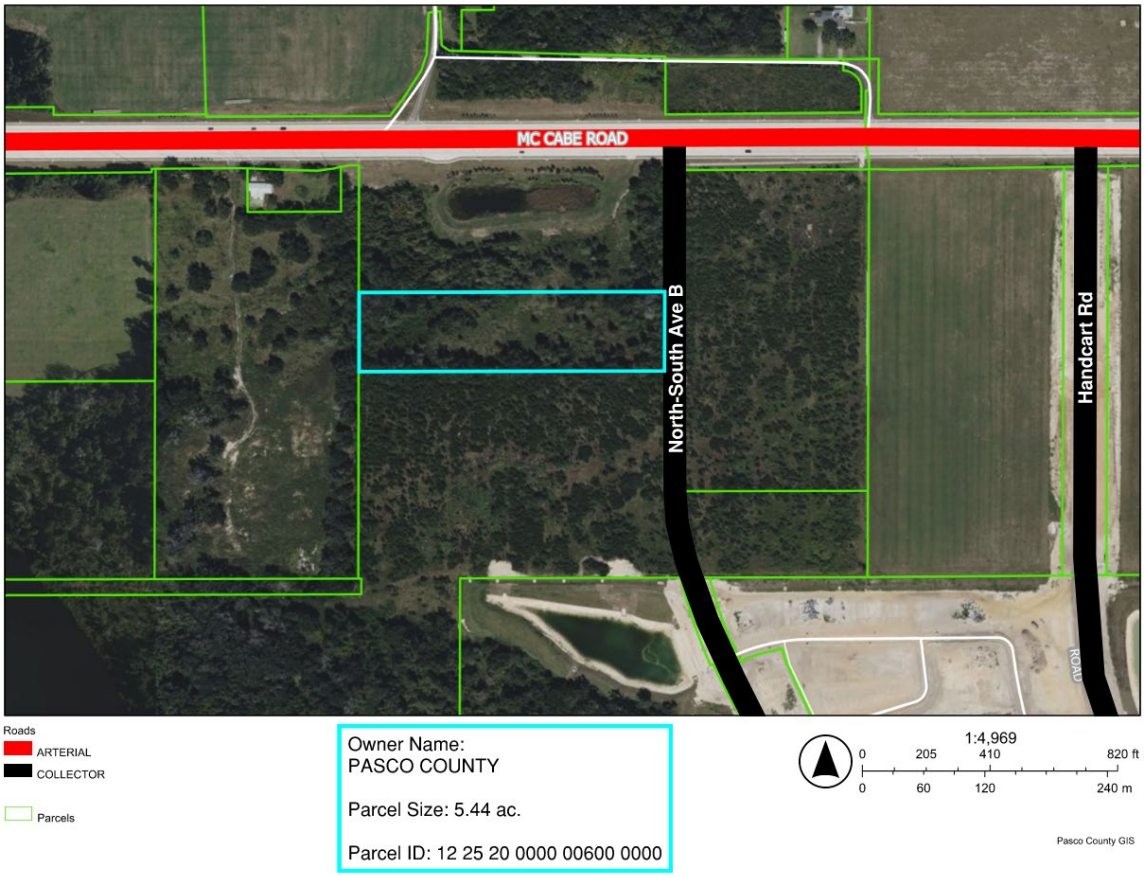
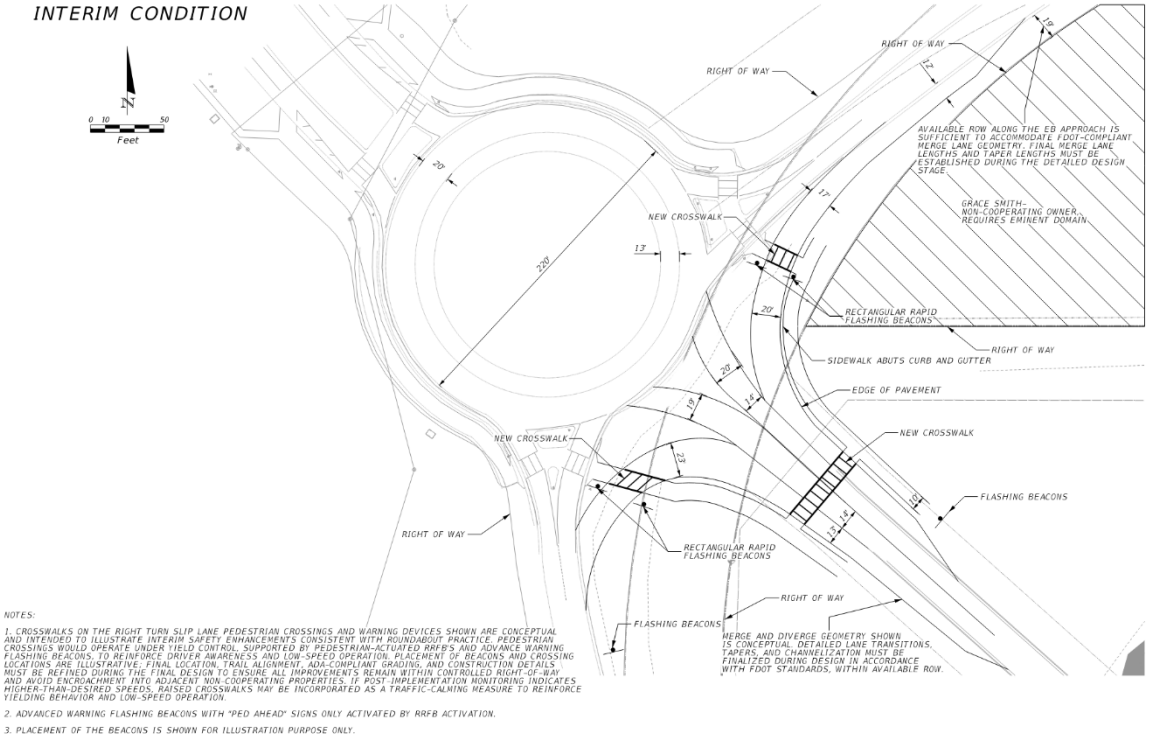

MC CABE ROAD
North-South Ave B
Handcart Rd
ROAD
Roads
ARTERIAL
COLLECTOR
Parcels
Owner Name:
PASCO COUNTY
Parcel Size: 5.44 ac.
Parcel ID: 12 25 20 0000 00600 0000
1:4,969
0 205 410 820 ft
0 60 120 240 m
Pasco County GIS

Exhibit I



NOTES:

1. CROSSWALKS ON THE RIGHT TURN SLIP LANE PEDESTRIAN CROSSINGS AND WARNING DEVICES SHOWN ARE CONCEPTUAL AND INTENDED TO ILLUSTRATE INTERIM SAFETY ENHANCEMENTS CONSISTENT WITH ROUNDABOUT PRACTICE. PEDESTRIAN CROSSINGS WOULD OPERATE UNDER YIELD CONTROL, SUPPORTED BY PEDESTRIAN-ACTUATED RRFB'S AND ADVANCE WARNING FLASHING BEACONS, TO REINFORCE DRIVER AWARENESS AND LOW-SPEED OPERATION. PLACEMENT OF BEACONS AND CROSSING LOCATIONS ARE ILLUSTRATIVE. FINAL LOCATION, TRAIL ALIGNMENT, ADA-COMPLIANT GRADING, AND CONSTRUCTION DETAILS MUST BE REFINED DURING THE FINAL DESIGN TO ENSURE ALL IMPROVEMENTS REMAIN WITHIN CONTROLLED RIGHT-OF-WAY AND AVOID ENCROACHMENT INTO ADJACENT NON-COOPERATING PROPERTIES. IF POST-IMPLEMENTATION MONITORING INDICATES HIGHER-THAN-DESIRED SPEEDS, RAISED CROSSWALKS MAY BE INCORPORATED AS A TRAFFIC-CALMING MEASURE TO REINFORCE YIELDING BEHAVIOR AND LOW-SPEED OPERATION.

2. ADVANCED WARNING FLASHING BEACONS WITH "PED AHEAD" SIGNS ONLY ACTIVATED BY RRFB ACTIVATION.

3. PLACEMENT OF THE BEACONS IS SHOWN FOR ILLUSTRATION PURPOSE ONLY.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CAO26-2013 **DATE:** 6/16/2026

SUBJECT: Litigation Status Report

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
See attached Memorandum from the County Attorney.

ATTACHMENT(S):
1. CAO26-2013 - Litigation Status Report

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.**: CAO26-2013 **DATE**: June 16, 2026

SUBJECT: Litigation Status Report for January, February and March (Q1) - County Attorney–Status–No Funding Required

TO: Honorable Chairman and the Board of County Commissioners

THRU: Jeffrey N. Steinsnyder, County Attorney 5-14-2026

FROM: Anthony Salzano, Senior Assistant County Attorney

RECOMMENDED BOARD ACTION:

No action required.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On August 27, 2008, the Board approved a request by the County Attorney issuing general authorization to defend Pasco County. At that time, the County Attorney indicated that the Board of County Commissioners would be kept informed of new litigation filed against the County by periodic status reports. A list of all new litigation appears in the table below. If you have any questions concerning any of these new cases, please contact the County Attorney's Office.

CASE STYLE	DATE SERVED	DESCRIPTION
Jackie Ford v. Pasco County, et. al.	01/26/2026	Personal Injury
Gerald Collette v. Pasco County	02/02/2026	Probate
William Jenkins v. Pasco County	02/09/2026	Personal Injury
Brenton Basinger v. Pasco County	02/11/2026	Writ of Mandamus
Wayne Allen v. Pasco County	02/18/2026	Personal Injury
Fernando Paz v. Pasco County	02/19/2026	Personal Injury
State Farm Mutual Automobile Insurance a/s/o Daniel L. Ortiz v. Pasco County	02/27/2026	Subrogation
Tyra Kitchens v. Pasco County	03/13/2026	Personal Injury
Annette Ortiz-Larrauri v. Pasco County	03/20/2026	Personal Injury

AS/dkm

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** MPO26-0144 **DATE:** 6/16/2026

SUBJECT: Budget Amendment — Pasco County Metropolitan Planning Organization - Recognize Revenue for Consolidated Planning Grant (CPG) FY 2027 - FY 2028 Agreement Grant G26M00 — $2,257,398.00

REFERENCES: Title 23, CFR 450.308 Florida Statutes 339.175(6)(a)(3) and 339.175(9)

AGENDA SECTION: Consent Agenda

THRU: David Allen, Assistant County Administrator

FROM: Tania Gorman, Executive Director MPO

RECOMMENDED BOARD ACTION:

Approve Budget Amendment, Journal No. 2026 09 12 in the amount of $2,257,398.00, Adopt the Resolution amending the budget for Fiscal Year 2026; Authorize the Chairman to execute the one original Resolution provided; and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

MPO has received the new allocation to the Consolidated Planning Grant (CPG) in the amount of $2,257,398.00. The purpose of this Agreement is to provide financial assistance through the Florida Department of Transportation (FDOT) in the form of FHWA funds to the MPO for the completion of transportation related planning activities set forth in the Unified Planning Work Program (UPWP) of the MPO (Project), state the terms and conditions upon which FHWA funds will be provided, and set forth the manner in which work tasks and subtasks within the UPWP will be undertaken and completed. The MPO, a legally independent governmental entity per Florida Statutes, will plan and program the Federal planning funds. The funds are not county-related and shall solely be used by the Pasco MPO for planning and programming purposes.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Upon approval of Budget Amendment, Journal No. 2026 09 12, funding in the amount of $2,257,398.00 will be available in the Grant Fund, Metropolitan Planning Organization, Grant G26M00.

DISTRIBUTION:

Board Records to distribute as set forth below:
Clerk's Office / Board Records to retain one (1) original.
2. Electronically to:
a. Laurie Schaediger, Business Compliance & Contracts Manager, - lschaediger@pascocountyfl.net
b. Keontra Campbell, Planning Manager, Pasco MPO - kcampbell@pascocountyfl.net
c. Stefanie E. Anderson, Fiscal Services Manager, DEV SRVS, standerson@pascocountyfl.net

d. Kristen King, Grants Manager, OMB, kking@pascocountyfl.net
e. Daniel Risola, Assistant Budget Director, OMB, drisola@pascocountyfl.net

ATTACHMENT(S):

1. MPO26-0144 Resolution
2. MPO26-0144 Journal 2026 09 12
3. MPO26-0144-Item 7 - Consolidated Planning Grant (CPG) FY 2027 - FY 2028

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. _____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 129.06(2), Florida Statutes provides legal authority and defines how a budget may be amended for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year; and,

WHEREAS, pursuant to Section 129.06(2)(d), Florida Statutes, a receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gifts, or reimbursement for damages, may, by resolution of the board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. Such receipts and appropriations must be added to the budget of the proper fund. The resolution may amend the budget to transfer revenue between funds to properly account for unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that:

1. The Fiscal Year 2026 Final Budget be amended.
2. Revenues and expenses are increased in the amount of $2,257,398.00 within the Grant Fund, Metropolitan Planning Organization, Grant G26M00 for the Consolidated Planning Grant (CPG) FY 2027 – FY 2028.
3. This resolution will take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this _____ day of _____, 2026.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

_____

NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____

JACK MARIANO, CHAIRMAN

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT			LINE DESCRIPTION	EFF DATE				
1	21215170	512000	00000	Metropolitan Planning Org(MPO)	Regular Salaries & Wages	.00	1,623,140.00	1,623,140.00	
	2189-21015-515000-512000-00000-0000-G26M00-000-0000				NEW GRANT	06/16/2026			
2	21215170	521000	00000	Metropolitan Planning Org(MPO)	FICA	.00	108,615.00	108,615.00	
	2189-21015-515000-521000-00000-0000-G26M00-000-0000				NEW GRANT	06/16/2026			
3	21215170	522000	00000	Metropolitan Planning Org(MPO)	Retirement Contributions	.00	203,546.00	203,546.00	
	2189-21015-515000-522000-00000-0000-G26M00-000-0000				NEW GRANT	06/16/2026			
4	21215170	523000	00000	Metropolitan Planning Org(MPO)	Life and Health Insurance	.00	249,265.00	249,265.00	
	2189-21015-515000-523000-00000-0000-G26M00-000-0000				NEW GRANT	06/16/2026			
5	21215170	534000	00000	Metropolitan Planning Org(MPO)	Other Services	.00	29,557.00	29,557.00	
	2189-21015-515000-534000-00000-0000-G26M00-000-0000				NEW GRANT	06/16/2026			
6	21215170	540000	00000	Metropolitan Planning Org(MPO)	Travel & Per Diem	.00	22,000.00	22,000.00	
	2189-21015-515000-540000-00000-0000-G26M00-000-0000				NEW GRANT	06/16/2026			
7	21215170	549020	00000	Metropolitan Planning Org(MPO)	Advertising	.00	4,275.00	4,275.00	
	2189-21015-515000-549020-00000-0000-G26M00-000-0000				NEW GRANT	06/16/2026			
8	21215170	551000	00000	Metropolitan Planning Org(MPO)	Office Supplies	.00	4,000.00	4,000.00	
	2189-21015-515000-551000-00000-0000-G26M00-000-0000				NEW GRANT	06/16/2026			
9	21215170	555000	00000	Metropolitan Planning Org(MPO)	Training	.00	8,000.00	8,000.00	
	2189-21015-515000-555000-00000-0000-G26M00-000-0000				NEW GRANT	06/16/2026			
10	21215170	571044	00000	Metropolitan Planning Org(MPO)	Capital Lease DS - Principal	.00	4,854.00	4,854.00	
	2189-21015-515000-571044-00000-0000-G26M00-000-0000				NEW GRANT	06/16/2026			
11	21215170	572044	00000	Metropolitan Planning Org(MPO)	Capital Lease DS - Interest	.00	146.00	146.00	
	2189-21015-515000-572044-00000-0000-G26M00-000-0000				NEW GRANT	06/16/2026			
12	21213470	331490	00000	Metropolitan Planning Org(MPO)	Fed Grant - Other Transprtn	.00	-2,257,398.00	-2,257,398.00	
	2189-21015-331490-331490-00000-0000-G26M00-000-0000				NEW GRANT	06/16/2026			
					** JOURNAL TOTAL		0.00		

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2026 09 12 06/16/2026 GRANT MPO26-0144 BUA BCC 06/16 1 2

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: amahland

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2026 9 12					
BUC 2189-21015-515000-512000-00000-0000-G26M00-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	Regular Salaries & Wages NEW GRANT	5		1,623,140.00	
BUC 2189-21015-515000-521000-00000-0000-G26M00-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	FICA NEW GRANT	5		108,615.00	
BUC 2189-21015-515000-522000-00000-0000-G26M00-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	Retirement Contributions NEW GRANT	5		203,546.00	
BUC 2189-21015-515000-523000-00000-0000-G26M00-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	Life and Health Insurance NEW GRANT	5		249,265.00	
BUC 2189-21015-515000-534000-00000-0000-G26M00-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	Other Services NEW GRANT	5		29,557.00	
BUC 2189-21015-515000-540000-00000-0000-G26M00-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	Travel & Per Diem NEW GRANT	5		22,000.00	
BUC 2189-21015-515000-549020-00000-0000-G26M00-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	Advertising NEW GRANT	5		4,275.00	
BUC 2189-21015-515000-551000-00000-0000-G26M00-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	Office Supplies NEW GRANT	5		4,000.00	
BUC 2189-21015-515000-555000-00000-0000-G26M00-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	Training NEW GRANT	5		8,000.00	
BUC 2189-21015-515000-571044-00000-0000-G26M00-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	Capital Lease DS - Principal NEW GRANT	5		4,854.00	
BUC 2189-21015-515000-572044-00000-0000-G26M00-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	Capital Lease DS - Interest NEW GRANT	5		146.00	
BUC 2189-21015-331490-331490-00000-0000-G26M00-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	Fed Grant - Other Transprtn NEW GRANT	5			2,257,398.00
				.00	.00
BUC 2189-00000-000000-2C2000-00000-0000-000000-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	Appropriations				2,257,398.00
BUC 2189-00000-000000-2C1000-00000-0000-000000-000-0000 06/16/2026 BCC 06/16 GRANT MPO26-0144	Estimated Revenues			2,257,398.00	
	SYSTEM GENERATED ENTRIES TOTAL			2,257,398.00	2,257,398.00
	JOURNAL 2026/09/12 TOTAL			2,257,398.00	2,257,398.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
2189 Grant Fund	2026	9	12	06/16/2026			
2189-00000-000000-2C1000-00000-0000-000000-000-0000					Estimated Revenues	2,257,398.00	
2189-00000-000000-2C2000-00000-0000-000000-000-0000					Appropriations		2,257,398.00
					FUND TOTAL	2,257,398.00	2,257,398.00

** END OF REPORT - Generated by Allison Mahland **

FDOT/METROPOLITAN PLANNING ORGANIZATION AGREEMENT

Financial Project No.: 439337-6-14-01 (item segment phase sequence)	Fund: PL	FLAIR Approp.: 088854
	Function: 215	FLAIR Obj.: 780000
Contract No.: _____	Federal Award Identification No. (FAIN): _____	Org. Code: 55072010730
	MPO Unique Entity Identifier (UEI) No.: LNBJT4UX78P8	Vendor No.: F596000793071
CFDA Number & Title: 20.25 Highway Planning & Construction		

THIS FDOT/METROPOLITAN PLANNING ORGANIZATION AGREEMENT (Agreement) is made and entered into on this day of , by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida, whose address is Office of the District Secretary, 11201 N. McKinley Drive, Tampa, FL 33612 and the Pasco County Metropolitan Planning Organization (MPO), whose address is 8731 Citizens Drive, Suite 320, New Port Richey, FL 34654, and whose Unique Entity Identifier (UEI) assigned by the System for Award Management (SAM.gov) is: LNBJT4UX78P8 (collectively the "Parties").

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the Parties desiring to be legally bound, do agree as follows:

1. **Authority:** The MPO and the Department have authority to enter into this Agreement pursuant to 23 U.S.C. 134, 23 Code of Federal Regulations (CFR) § 450 and Section 339.175, Florida Statutes (F.S.), which, require the Department and the MPO to clearly identify the responsibilities for cooperatively carrying out the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) components of the Metropolitan Planning Process and accomplish the transportation planning requirements of state and federal law.

2. **Purpose of the Agreement:** The purpose of this Agreement is for the Department to provide Federal financial assistance to the MPO in the form of FHWA funds to support transportation planning activities identified in the MPO's Unified Planning Work Program (UPWP). This Agreement sets forth the terms and conditions under which FHWA funds will be provided and outlines the manner in which work tasks and subtasks in the UPWP will be undertaken and completed. The work to be performed by the MPO is fully described in the UPWP, which is attached and incorporated into this Agreement as Exhibit "A."

3. **Consolidated Planning Grant (CPG):** The Department began participating in the Consolidated Planning Grant (CPG) program with the State fiscal year (FY) 2022/23 – 2023/24 UPWP cycle. The Department designated FHWA to serve as the CPG lead grant agency in accordance with FTA Circular 8100.D. Under the CPG, FHWA and FTA annually deliver lump sum appropriations to the Department for allocation to MPOs for metropolitan planning activities. The federal funds are provided to the Department as FHWA Planning (PL) and FTA 5305(d) funds. The Department uses the CPG to combine the FHWA PL and FTA 5305(d) MPO allocations into a single grant administered by FHWA. The Department continues to calculate annual MPO funding allocations using the approved FHWA PL and FTA 5305(d) allocation formulas.

4. **Scope of Work:** The UPWP, Exhibit "A", constitutes the Scope of Work for this Agreement, including the Statement of Assurances, which are legally binding under this Agreement.

5. **Budgetary Ceiling:** The total budgetary ceiling for the UPWP is $2,257,398. The budget, including tasks, is summarized below and detailed in the UPWP, Exhibit "A". The budget may be modified by mutual agreement as provided for in paragraph 9, Amendments.

The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. No work shall begin before the Agreement is fully executed and a "Letter of Authorization" is issued by the Department. The total of all authorizations shall not exceed the budgetary ceiling established for this Agreement and shall be completed within the term of this Agreement:

Financial Project No.	Amount
439337-6-14-01 (PL Funds)	$2,257,398

6. **Non-federal Share:** It is the policy of the Department to fulfill the non-federal share or "soft match" with toll credits as authorized by Title 23 U.S.C. § 120 conditional on funding availability. The MPO must identify and describe the soft match in its 2-year UPWP introduction and show the total amount of toll credits used to match the FHWA funds in the UPWP Summary Budget Tables.

7. **Term of Agreement:** This Agreement shall have a term of two (2) years. This Agreement shall begin on the later of July 1, 2026 or the date the Agreement is fully executed, whichever is later, and expire on June 30, 2028. If the Agreement is fully executed after July 1, 2026, then the term of the Agreement shall be less than two (2) years and the Agreement shall expire on June 30, 2028. Expiration of this Agreement will be considered termination of the UPWP. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

8. **Renewals and Extensions:** This Agreement shall not be renewed or extended.

9. **Amendments:** Amendments may be made during the term of this Agreement. Any Amendment must be in writing and signed by the Parties with the same formalities as the original Agreement.

   A. **Amendments and Modifications to the UPWP:** Revisions to the UPWP shall require either an Amendment or a Modification. Such revisions may be budgetary and/or programmatic in nature and may be either major or minor in scale. Minor revisions shall be processed by the MPO as a Modification, whereas major revisions shall be processed by the MPO as an Amendment. A major revision shall be defined as an alteration to the UPWP that materially impacts its original intent or anticipated outcomes.

   The following section further clarifies the actions necessitating UPWP Amendments and Modifications.

   i. **Amendments to the UPWP**

   UPWP Amendments are required for actions described in 2 CFR 200.308 and 29 CFR 1470.30, as referenced in the MPO Program Management Handbook, FHWA technical memorandums and guidance, FDOT Technical memorandums and guidance, as well as other federal regulations.

   In addition, a change in the MPO's staff director, organizational name, or voting structure requires a UPWP Amendment.

   ii. **Modifications to the UPWP**

   UPWP changes that do not require an Amendment may be processed as a UPWP Modification.

   iii. If the MPO makes a modification to the UPWP budget, then the MPO shall immediately send any such modifications to the Department. Amendments to the UPWP must be approved by FHWA. Proposed amendments to the UPWP shall be filed with the Department. Within a reasonable amount of time, the Department shall review and transmit the proposed UPWP amendment and supporting documents to the FHWA with a recommendation for approval or denial. Transmittal of the proposed UPWP amendment and supporting documents to FHWA may be delayed by the Department due to the MPO failing to include all documentation required

for the UPWP Amendment. The Department shall immediately forward to the MPO all correspondence that the Department receives from FHWA regarding the proposed UPWP amendment. If FHWA approves the amendment to the UPWP then this Agreement and supporting documentation must be amended immediately following such approval.

10. General Requirements:

A. The MPO shall complete the UPWP with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, the Interlocal Agreement establishing the MPO, and all applicable laws.

B. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 CFR and 49 CFR, and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the MPO in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in UPWP costs in part or in total. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 15 of this Agreement.

C. The MPO's financial management system must comply with the requirements set forth in 2 CFR § 200.302, specifically:

i. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received.

ii. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in § 200.327 Financial reporting and § 200.328 Monitoring and reporting program performance.

iii. Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

iv. Effective control over, and accountability for, all funds, property, and other assets.

v. Comparison of expenditures with budget amounts for each Federal award.

vi. Written procedures to implement the requirements of § 200.305 Payment.

vii. Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles and the terms and conditions of the Federal award.

11. Compensation and Payment:

A. The Department shall reimburse the MPO for costs incurred to perform services satisfactorily during a monthly or quarterly period in accordance with the UPWP, Exhibit "A". Reimbursement is limited to the maximum amount authorized by the Department. The MPO shall submit a request for reimbursement to the Department on a quarterly or monthly basis. Requests for reimbursement by the MPO shall include an invoice, an itemized expenditure report, and progress report for the period of services being billed that are acceptable to the Department. The MPO shall use the format for the invoice, itemized expenditure report and progress report that is approved by the Department. The MPO shall provide

any other data required by FHWA or the Department to justify and support the payment requested.

B. Pursuant to Section 287.058, F.S., the MPO shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The UPWP and the quantifiable, measurable, and verifiable units of deliverables are described in Exhibit "A".

C. Invoices shall be submitted by the MPO in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Grant Manager prior to payments.

D. The Department will honor requests for reimbursement to the MPO for eligible costs in the amount of FHWA funds approved for reimbursement in the UPWP and made available by FHWA. The Department may suspend or terminate payment for that portion of the UPWP which FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid. Regarding eligible costs, whichever requirement is stricter between federal and State of Florida requirements shall control. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 15 of this Agreement.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the MPO and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in the UPWP, Exhibit "A", was met. All costs charged to the UPWP, including any approved services contributed by the MPO or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges. See Exhibit "D" for Contract Payment Requirements.

F. Bills for travel expenses specifically authorized in this Agreement shall be documented on the Department's Contractor Travel Form No. 300-000-06 or on a form that was previously submitted to the Department's Comptroller and approved by the Department of Financial Services. Bills for travel expenses specifically authorized in this Agreement will be paid in accordance with Section 112.061, F.S.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the Department determines that the performance of the MPO fails to meet minimum performance levels, the Department shall notify the MPO of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The MPO shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the MPO will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the MPO shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then- current billing period. The retainage shall be withheld until the MPO resolves the deficiency. If the deficiency is subsequently resolved, the MPO may bill the Department for the retained amount during the next billing period. If the MPO is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

H. An invoice submitted to the Department involving the expenditure of metropolitan planning funds ("PL funds") is required by Federal law to be reviewed by the Department and issued a payment by the Department of Financial Services within 15 business days of receipt by the Department for review. If the invoice is not complete or lacks information necessary for processing, it will be returned to the MPO, and the 15-business day timeframe for processing will start over upon receipt of the resubmitted invoice by the Department. If there is a case of a bona fide dispute, the invoice recorded in the financial system of the Department shall contain a statement of the dispute and authorize payment only in the amount not

disputed. If an item is disputed and is not paid, a separate invoice could be submitted requesting reimbursement, or the disputed item/amount could be included/added to a subsequent invoice.

I. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the MPO's general accounting records and the UPWP records, together with supporting documents and records, of the consultant and all subconsultants performing work on the UPWP, and all other records of the Consultants and subconsultants considered necessary by the Department for a proper audit of costs.

J. The MPO must timely submit invoices and documents necessary for the close out of the UPWP. Within 90 days of the expiration or termination of the grant of FHWA funds for the UPWP, the MPO shall submit the final invoice and all financial, performance, and related reports consistent with 2 CFR § 200.

K. The Department's performance and obligation to pay under this Agreement is also contingent upon FHWA making funds available and approving the expenditure of such funds.

L. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

M. **Disallowed Costs:** In determining the amount of the payment, the Department will exclude all UPWP costs incurred by the MPO prior to the effective date of this Agreement, costs incurred by the MPO which are not provided for in the latest approved budget for the UPWP, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. It is agreed by the MPO that where official audits by the federal agencies or monitoring by the Department discloses that the MPO has been reimbursed by the Department for ineligible work, under applicable federal and state regulations, that the value of such ineligible items may be deducted by the Department from subsequent reimbursement requests following determination of ineligibility. Upon receipt of a notice of ineligible items the MPO may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by the Department, and the MPO will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

In addition, the MPO agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the MPO if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the MPO. This includes omission or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals, or any other reason declared by the applicable Federal Agency.

Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 16 of this Agreement.

N. If, after UPWP completion, any claim is made by the Department resulting from an audit or for work or

services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the MPO owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 16 of this Agreement.

O. **Indirect Costs:** A state or federally approved indirect cost rate may be applied to the Agreement. If the MPO does not have a federally approved indirect cost rate, a rate up to the de minimis indirect cost rate of 15% of modified total direct costs may be applied. The MPO may opt to request no indirect cost rate, even if it has a federally approved indirect cost rate.

12. Procurement and Contracts of the MPO:

A. The procurement, use, and disposition of real property, equipment and supplies shall be consistent with the approved UPWP and in accordance with the requirements of 2 CFR § 200.

B. It is understood and agreed by the Parties that participation by the Department in a project as part of the UPWP with the MPO, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the MPO's complying in full with provisions of Section 287.055, F.S., Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112. At the discretion of the Department, the MPO will involve the Department, to an extent to be determined by the Department, in the consultant selection process for all projects funded under this Agreement. In all cases, the MPO shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The MPO shall comply with and require its consultants and contractors to comply with applicable federal law pertaining to the use of federal-aid funds.

13. Audit Reports: The administration of resources awarded through the Department to the MPO by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The MPO shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the MPO agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The MPO further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The MPO, a non-Federal entity as defined by 2 CFR Part 200.1, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the MPO expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the MPO must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit "B", Federal Financial Assistance (Single Audit Act), to this Agreement provides the required Federal award identification information needed by the MPO to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal

year, the MPO must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this paragraph.

ii. In connection with the audit requirements, the MPO shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the MPO expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the MPO is exempt from Federal audit requirements for that fiscal year. However, the MPO must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the MPO's audit period for each applicable audit year. In the event the MPO expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the MPO's resources obtained from other than Federal entities).

iv. The MPO must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the MPO's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the MPO fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the MPO or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and 1200 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the UPWP or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the MPO shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the MPO's records including financial statements, the independent auditor's working papers and UPWP records as

necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this Section is as follows:
Office of Comptroller
605 Suwannee Street, MS 24
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The MPO shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The MPO shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

14. **Termination or Suspension:** The Department may, by written notice to the MPO, suspend any or all of the MPO's obligations under this Agreement for the MPO's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department will provide written notice outlining the particulars of suspension.

The Department may terminate this Agreement at any time before the date of completion if the MPO is dissolved or if federal funds cease to be available. In addition, the Department or the MPO may terminate this Agreement if either party fails to comply with the conditions of the Agreement. The Department or the MPO shall give written notice to all Parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.

The Parties may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

Upon termination of this Agreement, whether for cause or at the convenience of the Parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the MPO shall, at the option of the Department, be delivered to the Department.

The Department shall reimburse the MPO for those eligible expenses incurred during the Agreement period that are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the MPO or any consultant, sub-consultant or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S., and made or received in conjunction with this Agreement unless the records are confidential or exempt.

The conflict and dispute resolution process set forth in Section 16 of this Agreement shall not delay or stop the Parties' rights to terminate the Agreement.

15. **Remedies:** Violation or breach of Agreement terms by the MPO shall be grounds for termination of the Agreement. Any costs incurred by the Department arising from the termination of this Agreement shall be paid by the MPO.

This Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

16. **Conflict and Dispute Resolution Process:** This section shall apply to conflicts and disputes relating to matters

subject to this Agreement, or conflicts arising from the performance of this Agreement. If possible, the Parties shall attempt to resolve any dispute or conflict within thirty (30) days of a determination of a dispute or conflict. This section shall not delay or stop the Parties' rights to terminate the Agreement. In addition, notwithstanding that a conflict or dispute may be pending resolution, this section shall not delay or stop the Department from performing the following actions pursuant to its rights under this Agreement: deny payments; disallow costs; deduct the value of ineligible work from subsequent reimbursement requests, or; offset pursuant to Section 11.N of this Agreement.

A. **Initial Resolution:** The affected Parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for the Department - the Intermodal Systems Development Manager; and for the MPO - the Staff Director.

B. **Resolution by Senior Agency Official:** If the conflict remains unresolved, the conflict shall be resolved by the following officials: for the Department - the District Secretary; and for the Pasco County Metropolitan Planning Organization - the Chairperson of the MPO.

C. **Resolution of Conflict by the Agency Secretary:** If the conflict is not resolved through conflict resolution pursuant to the provisions, "Initial Resolution" and "Resolution by Senior Agency Official" above, the conflict shall be resolved by the Secretary for the Department of Transportation or their delegate. If the MPO does not agree with the resolution provided by the Secretary for the Department of Transportation, the Parties may pursue any other remedies set forth in this Agreement or provided by law.

17. **Compliance with 49 CFR Part 26:** To the extent required by law, comply, and have your consultants and subconsultants comply, with the provisions of 49 CFR Part 26, as amended.

18. **Compliance with Laws and Regulations:**

A. The MPO shall comply and require its consultants and subconsultants to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this UPWP. Execution of this Agreement constitutes a certification that the MPO is in compliance with, and will require its consultants and subconsultants to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.

B. The MPO shall comply with the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," as set forth in 2 CFR Part 180 and 1200, attached and incorporated into this Agreement in Exhibit "E", and when applicable the MPO shall include Exhibit "E" required provisions in all contracts and subcontracts entered into pursuant to this Agreement.

C. **Title VI Assurances:** The MPO will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation (USDOT) issued thereunder, and the assurance by the MPO pursuant thereto, including but not limited to the requirements set forth in Exhibit "C", Title VI Assurances. The MPO shall include the attached Exhibit "C", Title VI Assurances, in all contracts with consultants and contractors performing work as part of the UPWP to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and related statutes and regulations.

D. **Restrictions on Lobbying** The MPO agrees that to no federally-appropriated funds have been paid, or will be paid by or on behalf of the MPO, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the MPO to any person for influencing or attempting to influence an officer or

employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The MPO shall require that the language of Exhibit "F" be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

E. The MPO must comply with FHWA's Conflicts of Interest requirements set forth in 23 CFR § 1.33.

19. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the MPO agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

C. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the MPO.

D. Neither the MPO nor any of its contractors and consultants or their subcontractors and subconsultants shall enter into any contract, subcontract or arrangement in connection with the UPWP or any property included or planned to be included in the UPWP in which any member, officer or employee of the MPO or the entities that are part of the MPO during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the MPO, the MPO, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract or arrangement. The MPO shall insert in all contracts entered into in connection with the UPWP or any property included or planned to be included in any UPWP, and shall require its contractors and consultants to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the MPO or of the locality during his or her tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the MPO and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

E. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

20. Miscellaneous Provisions:

A. Public Records:

i. The MPO shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the MPO in conjunction with this Agreement, unless such documents are exempt from public access or are confidential pursuant to state and federal law. Failure by the MPO to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

ii. In addition, the MPO shall comply with the requirements of Section 119.0701, F.S.

B. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement.

C. In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the MPO represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the MPO to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the MPO will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the MPO to the end that the MPO may proceed as soon as possible with the UPWP.

G. The MPO shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the MPO and FHWA requires reimbursement of the funds, the MPO will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

H. The MPO:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by MPO during the term of the contract; and

ii. shall expressly require any contractor, consultant, subcontractors and subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor or subconsultant during the contract term.

I. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of

this Agreement with a signature on behalf of a party will be legal and binding on such party.

J. The Parties agree to comply with s.20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with s.20.055(5), F.S.

K. This Agreement and any claims arising out of this Agreement shall be governed by the laws of the United States and the State of Florida.

21. **Exhibits:** The following Exhibits are attached and incorporated into this Agreement:

A. Exhibit "A", UPWP

B. Exhibit "B", Federal Financial Assistance (Single Audit Act)

C. Exhibit "C", Title VI/Nondiscrimination Assurances

D. Exhibit "D", Contract Payment Requirements

E. Exhibit "E", Debarment and Suspension Certification

F. Exhibit "F", Lobbying Certification for Grants, Loans, and Cooperative Agreements

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the day, month and year set forth above.

MPO Name
Pasco County MPO

MPO Executive Director Name
Tania Gorman

MPO Executive Director Signature

Florida Department of Transportation

District Secretary or Designee Name
Kelli Bradley

District Secretary or Designee Signature

MPO Chairperson or Designee Name
Scott Black

MPO Chairperson or Designee Signature

FDOT Legal Reviewer Name & Title
Martin Hernandez, Assistant General Counsel

FDOT Legal Reviewer Signature

MPO Legal Reviewer Name & Title
David Goldstein, Chief Assistant County Attorney

MPO Legal Reviewer Signature

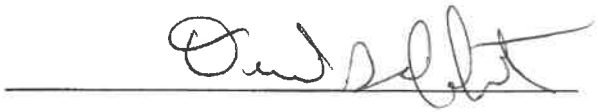


EXHIBIT "A"

UPWP

EXHIBIT "B"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	HIGHWAY PLANNING AND CONSTRUCTION Federal-Aid Highway Program, Federal Lands Highway Program
***Award Amount:**	$2,257,398
Awarding Agency:	Florida Department of Transportation
Indirect Cost Rate:	N/A
****Award is for R&D:**	No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR § 200.87

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse.xhtml

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse.xhtmlMPO

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

EXHIBIT "C"

TITLE VI/NONDISCRIMINATION ASSURANCES

Pursuant to Section 9 of US DOT Order 1050.2A, the Pasco County MPO assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The MPO further assures FDOT that it will undertake the following with respect to its programs and activities:

(1.) Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.

(2.) Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the MPO's organization and to the general public. Such information shall be published where appropriate in languages other than English.

(3.) Insert the clauses labeled *Appendices A and E* below in every contract subject to the Acts and the Regulations.

(4.) Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.

(5.) Participate in training offered on Title VI and other nondiscrimination requirements.

(6.) If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.

(7.) Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Pasco County MPO.

APPENDICES A and E

During the performance of this Agreement, the Pasco County MPO, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the USDOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "Regulations", which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The contractor, with regard to the work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract,

including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or FHWA, FTA, Federal Aviation Administration (FAA), and Federal Motor Carrier Safety Administration (FMCSA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Department, or FHWA, FTA, FAA, or FMCSA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such contract sanctions as it or FHWA, FTA, FAA, or FMCSA may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the Agreement until the contractor complies, and/or

b. cancellation, termination or suspension of the Agreement, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub- contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the Department or FHWA, FTA, FAA, or FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the Department, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal- aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by USDOT regulations at 49 CFR parts 37 and 38; Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "D"
CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the UPWP or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget, and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT "E"

DEBARMENT and SUSPENSION CERTIFICATION

As required by the USDOT regulations on Governmentwide Debarment and Suspension at 2 CFR Part 180 and 1200:

(1.) The Pasco County MPO hereby certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and

D. Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.

(2.) The Pasco County MPO also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (A) through (D) above, it will promptly provide that information to the USDOT.

EXHIBIT "F"

LOBBYING CERTIFICATION for GRANTS, LOANS and COOPERATIVE AGREEMENTS

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Pasco County MPO that:

(1.) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Pasco County MPO, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.

(2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3.) The Pasco County MPO shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds $100,000, and that all such subrecipients shall certify and disclose accordingly.

(4.) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** CC26-0009 **DATE:** 6/16/2026

SUBJECT: Property Maintenance Clearing of Lots - Pasco County Code of Ordinance (Section 42-1) - Lien Resolutions - No Funding Required

REFERENCES: Code Compliance Cases: CODE-26-001101, CODE-26-000377

AGENDA SECTION: Consent Agenda

THRU: David Allen, Assistant County Administrator

FROM: Denise Sanderson, Director of Code Compliance

RECOMMENDED BOARD ACTION:
Approve the filing of lien resolutions in the amount set forth herein to each property. Authorize the Chairman to execute the lien resolutions and direct the Clerk of Court to record the lien resolutions. Direct the Board Records to distribute, as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:
In accordance with the provisions of the Pasco County Code of Ordinances, Section 42-1, the properties herein described have been cleared by the Code Compliance Department. A written demand has been provided to the property owner(s), by registered mail as noted on the tax rolls and upon expiration of the notice, corrective action has not been taken.

In accordance with established procedures, the Code Compliance Department has rectified the conditions and recommends that liens, in the amounts indicated, be attached to the described properties. The lien amounts reflect administrative costs for the Clerk of Court and the Code Compliance Department, recording costs, actual clearing, plus a penalty that is equal to the clearing costs or $75.00, whichever is greater.

The total lien amount for the 2 parcels attached is $1,682.74

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Record and retain all original lien resolutions.
2. Provide a recorded copy to Brian Ferguson, Administrative Assistant, Email: bferguson@pascocountyfl.net

ATTACHMENT(S):
1. CC26-0009 Lien Resolutions
2. CC26-0009 Mowing Lien Calculations
3. CODE-26-001101

4. CODE-26-000377

BY THE BOARD OF COUNTY COMMISSIONERS LIEN RESOLUTION NO. _____

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, WEST PASCO GOVERNMENT CENTER, 8731 CITIZENS DRIVE, SUITE 140, NEW PORT RICHEY, FLORIDA 34654, PROVIDING FOR THE ASSESSMENT OF A LIEN ON BEHALF OF PASCO COUNTY AGAINST CERTAIN LANDS FOR THE COSTS OF CLEARING, CLEANING, OR REMOVING DEBRIS, PENALTY COSTS, AND THE NECESSARY EXPENSES RELATING THERETO.

_____

WHEREAS, Pasco County Code of Ordinances (Code), Section 42-1, does permit the Board of County Commissioners to require the removal of weeds and other debris to preserve and protect the health, safety, and welfare of the citizens of Pasco County; and

WHEREAS, Complaint No. CODE-26-001101, has been filed as required by said ordinance; and

WHEREAS, the Board of County Commissioners of Pasco County has determined that certain property within the unincorporated areas in Pasco County needed to be cleared of weeds, brush, debris, and any noxious material located thereon to eliminate a breeding or haven for snakes and vermin of all kinds and character, and a breeding place for mosquitoes, and further creating a fire hazard and health hazard which endangered the lives and property of the citizens of Pasco County by virtue of such unsightly or unsanitary conditions; and

WHEREAS, there has been proper notice given pursuant to the above-cited section of the Pasco County Code, and the proper cleanup has been conducted upon the property described herein, and the liens specified are to attach against the property as provided for in the Pasco County Code, Section 42-1.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AS FOLLOWS:

Section 1. That the Board of County Commissioners determined that an unsightly or unsanitary condition did exist on the following described parcel or parcels of land:

Legal Description: Section 05, Township 26 South, Range 16 East, Subdivision 0780, Block 02300, Lot 0011; Pasco County, Florida

Physical Address: 5118 Main Street, New Port Richey, Fl 34652

Recorded Owner(s): Contreras Guillermo

Section 2. That notice of said unsightly or unsanitary condition was given to the property owner by registered mail as provided for in Pasco County Code, Section 42-1.

Section 3. That the required cleanup of the property was accomplished by the Code Compliance Division and the following costs and expenses, plus a penalty equal to the clearing costs, therefore, are assessed as a lien against said property as follows:

Clearing Cost	$296.21
Penalty	$296.21
Administrative Costs	$200.00
Recording Cost	$10.00
Prep. Of Satisfaction	$18.50
LIEN TOTAL	$820.92

Section 4. This lien shall bear interest at the rate of twelve (12) percent per annum until satisfied. This lien is co-equal with liens of all State, County, district, and municipal taxes, superior in dignity to all other liens, title, and claims until paid.

DONE AND RESOLVED this _____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

ATTEST:

_____ _____

NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

BY THE BOARD OF COUNTY COMMISSIONERS LIEN RESOLUTION NO. _____

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, WEST PASCO GOVERNMENT CENTER, 8731 CITIZENS DRIVE, SUITE 140, NEW PORT RICHEY, FLORIDA 34654, PROVIDING FOR THE ASSESSMENT OF A LIEN ON BEHALF OF PASCO COUNTY AGAINST CERTAIN LANDS FOR THE COSTS OF CLEARING, CLEANING, OR REMOVING DEBRIS, PENALTY COSTS, AND THE NECESSARY EXPENSES RELATING THERETO.

_____

WHEREAS, Pasco County Code of Ordinances (Code), Section 42-1, does permit the Board of County Commissioners to require the removal of weeds and other debris to preserve and protect the health, safety, and welfare of the citizens of Pasco County; and

WHEREAS, Complaint No. CODE-26-000377, has been filed as required by said ordinance; and

WHEREAS, the Board of County Commissioners of Pasco County has determined that certain property within the unincorporated areas in Pasco County needed to be cleared of weeds, brush, debris, and any noxious material located thereon to eliminate a breeding or haven for snakes and vermin of all kinds and character, and a breeding place for mosquitoes, and further creating a fire hazard and health hazard which endangered the lives and property of the citizens of Pasco County by virtue of such unsightly or unsanitary conditions; and

WHEREAS, there has been proper notice given pursuant to the above-cited section of the Pasco County Code, and the proper cleanup has been conducted upon the property described herein, and the liens specified are to attach against the property as provided for in the Pasco County Code, Section 42-1.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AS FOLLOWS:

Section 1. That the Board of County Commissioners determined that an unsightly or unsanitary condition did exist on the following described parcel or parcels of land:

Legal Description: Section 09, Township 25 South, Range 16 East, Subdivision 0760, Block 00000, Lot 2250; Pasco County, Florida

Physical Address: 6614 Vera Drive, Port Richey, FL 34468

Recorded Owner(s): Viktor Shatailo

Section 2. That notice of said unsightly or unsanitary condition was given to the property owner by registered mail as provided for in Pasco County Code, Section 42-1.

Section 3. That the required cleanup of the property was accomplished by the Code Compliance Division and the following costs and expenses, plus a penalty equal to the clearing costs, therefore, are assessed as a lien against said property as follows:

Clearing Cost	$316.66
Penalty	$316.66
Administrative Costs	$200.00
Recording Cost	$10.00
Prep. Of Satisfaction	$18.50
LIEN TOTAL	$861.82

Section 4. This lien shall bear interest at the rate of twelve (12) percent per annum until satisfied. This lien is co-equal with liens of all State, County, district, and municipal taxes, superior in dignity to all other liens, title, and claims until paid.

DONE AND RESOLVED this _____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

ATTEST:

_____ _____

NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

Complaint	Legal	Owner	Address	Clearing Costs	Clearing Penalty	Administrative & Recording Costs	Total
CODE-26-001101	Section 05, Township 26 South, Range 16 East, Subdivision 0780, Block 02300, Lot 0011; Pasco County, Florida	Contreras Guillermo	5118 Main Street New Port Richey Fl 34652	296.21	296.21	$200.00 $28.50	820.92
CODE-26-000377	Section 09, Township 25 South, Range 16 East, Subdivision 0760, Block 00000, Lot 2250; Pasco County, Florida	VIKTOR SHATAILO	6614 VERA DRIVE, PORT RICHEY, FL 34668	316.66	316.66	$200.00 $28.50	861.82
							LIEN TOTAL: $1,682.74

Green Thumb Unlimited

INVOICE

Green Thumb Unlimited
6700 Industrial Ave
Port Richey, FL 34668
727-457-3460

Customer
Pasco County Board of County Commissioners 38053 Live Oak Ave Dade City FL 33523

AccountTerms

Invoice Date	Invoice #
4/6/2026	103559
Customer #:	980807
Due:	4/6/2026
Terms:	0 Days

Work Site
5118 Main St New Port Richey FL 34652

(2)

Job:
Pasco County Board of County Commissioners 20260320

Phone: Nathan 727-353-2945
Donna 727-847-8171

Salesperson:
Eric Kopp

Service Description	Completed	Tax	Qty	Price
Mowing	4/6/2026	0.00%	0.00	$296.21

Mowing & Debris Removal:
PO #26001299-001
Case Code-26-001101
Vendor ID 13156

(1)

We will not go into back yards with privacy fence, chain link or gates with locks.

Sq. Ft. 14810.40
Price Per Unit .02
Total $296.21
Service Date:

There will be no debris removal. Homeless camp.

(3)

Owner: Contreras Guillermo

Parcel ID # 05-26-16-0180-02300-0011
5118 Main Street, New Port Richey, FL

* 0.00
\+ 296.21
\+ 296.21
\+ 200.00
\+ 28.50
* 820.92
* 0.00

Subtotal:	$296.21
Tax:	$0.00
Total:	$296.21

Paid:	**$0.00**
Invoice Balance:	**$296.21**

(4)

www.greenthumbunlimited.com

(5) $820.92

PASCO COUNTY CODE COMPLIANCE
DETERMINATION OF VIOLATION

CASE/PID NO.	CODE-26-001101		SUBJECT SITE	5118 MAIN ST NEW PORT RICHEY, FL 34652			
INSPECTION DATE	2-18-2026		PARCEL I.D. NO.				
OWNER-LAST NAME	CONTRERAS	FIRST NAME	GUILLERMO	MIDDLE		TELEPHONE	
ADDRESS	5118 MAIN ST	CITY	NEW PORT RICHEY	STATE	FL	ZIP	34652
OCCUPANT-LAST NAME		FIRST NAME		MIDDLE		TELEPHONE	
ADDRESS		CITY		STATE		ZIP	

You are hereby notified that you are in violation of the Pasco County Code of Ordinances, Section 42-1. Code Compliance Officer M. Frestick has determined that one or more of the following conditions existing on the subject site constitute a nuisance and/or threat to public health, public safety, economic welfare, and/or general welfare by reason of one or more of the following conditions:

☒ Unmaintained vegetation. All unmaintained vegetation that has grown in an uncontrolled manner to more than eight (8) inches in height or which is liable to produce an unhealthy or unsanitary or becomes a harboring place for mosquitoes, vermin or vectors, Section 42-1(1)(a).

☐ Any other material or condition tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives, and/or welfare of the citizens of Pasco County, Section 42-1(1)(j).

☐ Debris, rubbish or abandoned personal property on lands cleared by the County or the Property Owner pursuant to a demolition order, Section 42-1(1)(f).

☒ Other Public Health, Safety and Welfare Violation: TRASH, JUNK, AND DEBRIS ON PROPERTY CONSISTING OF DISCARDED FURNITURE, WOOD, CONSTRUCTION DEBRIS, HOUSEHOLD GARBAGE, AND OTHER MISCELLANEOUS TRASH, AND JUNK.

WITHIN 14 DAYS of this notice, **YOU ARE ORDERED TO**:

☒ Clear the lands or premises of uncultivated vegetation exceeding 8 inches in height, debris, or any noxious material of any kind that tends to be a breeding place or haven for snakes, rodents, insects, or vermin of any kind or character, or that tends to be a breeding place for mosquitoes, or that tends to create a fire hazard endangering lives and property. For unimproved lands that are one acre or more, a 30-foot-wide strip mowed along the common boundaries with a developed parcel is required.

☐ Remove and properly dispose of rubbish and personal property on lands that were cleared subject to a demolition order.

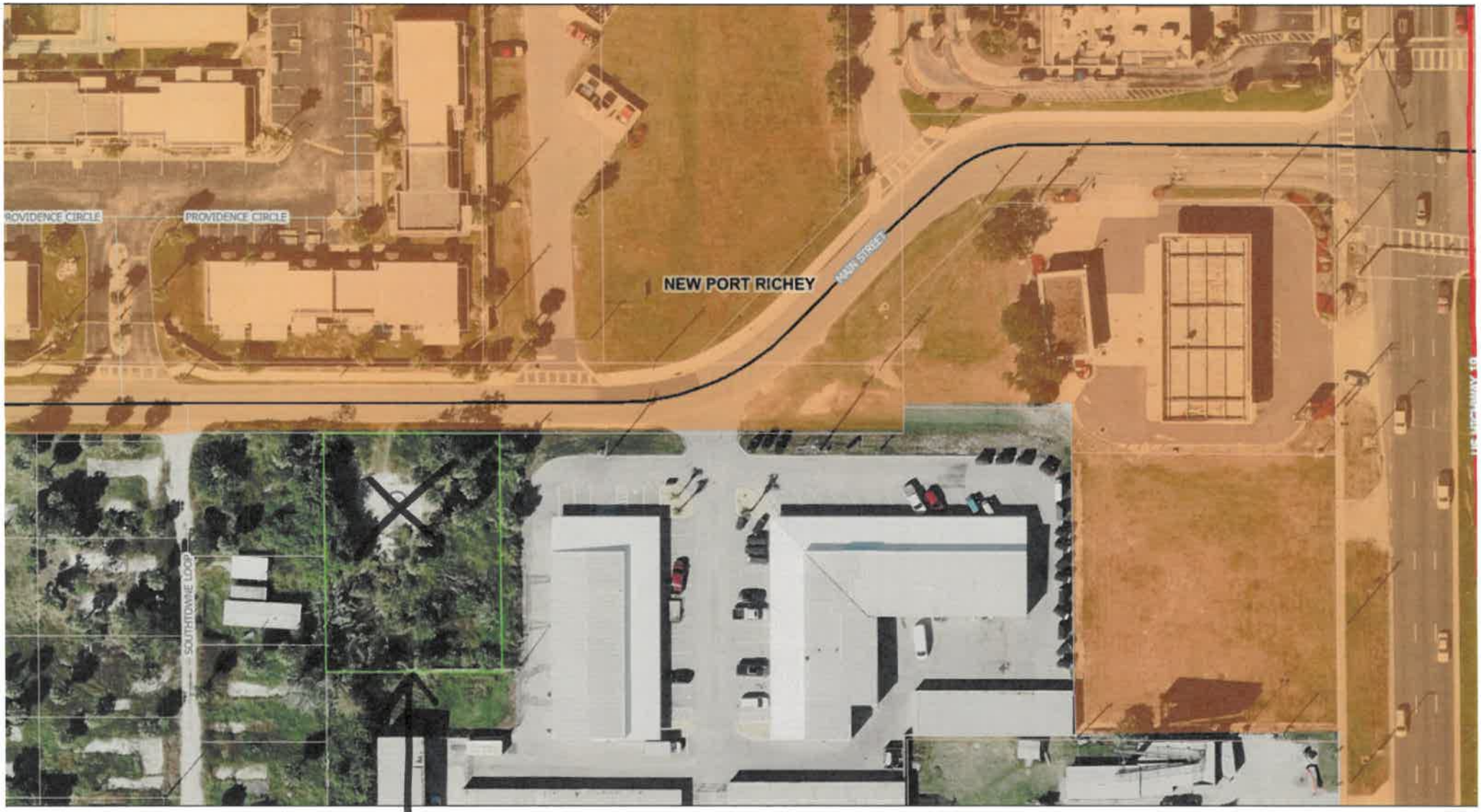
☒ Other Corrective Action: REMOVE AND DISPOSE OF ALL TRASH, JUNK, DEBRIS, DISCARDED FURNITURE, WOOD, AND CONSTRUCTION DEBRIS.

This is an action for governmental abatement, prohibition, prevention, or remediation of a public nuisance at common law and/or a noxious use of private property. If you fail to clear the site and/or complete other corrective action described above within **14 days**, Pasco County will do so and the County's cost of such site clearing/mowing and/or corrective action plus applicable costs and penalties

Pasco County Code Compliance Department
7508 Little Rd., New Port Richey, FL 34654
Telephone (727) 847-8171, (800) 368-2411

Sent to contractor
3-20-26

ArcGIS Web Map



0/2026, 8:40:26 AM

1:745

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 k

J Edwards, J Edwards Vexcel Imagery

Parcel ID	05-26-16-0180-02300-0011 (Card: 001 of 1)
Classification	00000-Vacant

Mailing Address
CONTRERAS GUILLERMO
5118 MAIN ST
NEW PORT RICHEY, FL 34652-2127

Physical Address
5118 MAIN STREET, NEW PORT RICHEY, FL 34652

Legal Description (First 200 characters)
See Plat for this Subdivision
PORT RICHEY LAND COMPANY SUB PB 1 PG 61 BEG AT NW COR OF TRACT 23 TH RUN 100 FT EAST TH SOUTH 150 FT TH WEST 100 FT TH NORTH 150 FT TO POB SUBJ TO INGRESS-EGRESS OVER & ACROSS EAST 15 FT THEREOF SUBJ [...]

Jurisdiction
PASCO COUNTY, BOARD OF COUNTY COMMISSIONERS

Community Dev District
N/A

Community Redevelopment Area
N/A

Property Value

The property values shown are for the 2026 tax year and a work in progress. They are subject to change until the tax roll is certified.

Just Value		**$58,780**
Ag Land		$0
Land		$58,780
Building		$0
Extra Features		$0
	Non-School	**School**
Assessed	$58,780	$58,780
Homestead Exemption	-$0	-$0
Additional Exemptions	-$0	-$0
Taxable Value	**$58,780**	**$58,780**

Land Detail (Card: 1 of 1)

Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	1200V	Store Combination	MMNSA-1	00C1	4000.000	SF	$8.00	1.00	$32,000
2	1200V	Store Combination	MMNSA-2	00C1	7000.000	SF	$3.25	1.00	$22,750
3	1200V	Store Combination	MMNSA-3	00C1	3000.000	SF	$1.30	1.00	$3,900
4	9400V	Right of Way	MMNSA-3	00C1	1000.000	SF	$1.30	0.10	$130

Additional Land Information

Acres	Tax Area	FEMA Code	Subsidence Activity	Neighborhood Code(s)
0.34	UF	AE	None Reported	MMNS

Building Information - Use (Card: 1 of 1)
Unimproved Parcel

Extra Features (Card: 1 of 1)

Line	Code	Description	Year	Units	Value
No Extra Features					

Sales History

Previous Owner: CITIFINANCIAL SERV INC 344 LLC

Month/Year	Book/Page	Type	DOR Code	Condition	Amount
7/2004	5943 / 0745	Warranty Deed		I	$68,500
9/2003	5533 / 0342	Certificate of Title		I	$0
4/2000	4348 / 0663	Warranty Deed		I	$99,000
1/1999	4085 / 0870	Quit Claim Deed		I	$0
1/1997	3687 / 1848	Quit Claim Deed		I	$20,000

Page Rendered @ 3/20/2026 8:35:07 AM. Processed in 0.249 seconds

Parcel Information: 05-26-16-0180-02300-0011

FeatureClass	Name	Area	PercentArea
AssessmentDistricts	A	13499.6	100
BenefitDistricts	0	25.1	0.2
BenefitDistricts	1	13474.5	99.8
CommissionDistrict	JACK MARIANO, CHAIR - District 5	13499.6	100
ElectricServiceAreas	Duke Energy	13499.6	100
EvacuationZones	A	13499.6	100
FEE_AREA	URBAN TOD AND VACANT PARCEL INFILL	13499.6	100
FEMA_Lookup_Grid_2020	Map Panel 0351	13499.6	100
FEMA2020	AE	13499.6	100
FireDistricts	New Port Richey	25.1	0.2
FireDistricts	Pasco County M.S.T.U.	13473.4	99.8
FutureLanduse2025	RES-9	13287.2	98.4
HabitatTypes	Not Significant	13499.6	100
Parcels	05 26 16 0180 02300 0011	13499.6	100
ParkFee	West	13499.6	100
TAZ_LRTP2009_2035_371	128	13499.6	100
Watersheds_2015	Lower Coastal	13499.6	100
WindCode_2012	Risk Category 1 - 131 mph	13499.6	100
WindCode_2012	Risk Category 2 - 142 mph	13499.6	100
WindCode_2012	Risk Category 3 / 4 - 151 mph	13499.6	100
ZoneArea	C1	12974	96.1
ZoneArea	NPR	212.4	1.6
ZoneArea	RMH	313.2	2.3

INSTR# 2026053713 BK 11387 PG 1352
03/24/2026 09:43am Page 1 of 2
Rcpt: 2939906 Rec: 18.50
DS: 0.00 IT: 0.00
Nicki Alvarez-Sobles, Esq.
Pasco County Clerk & Comptroller

PASCO COUNTY CODE COMPLIANCE
DETERMINATION OF VIOLATION

CASE/PID NO.	CODE-26-001101		SUBJECT SITE	5118 MAIN ST NEW PORT RICHEY, FL 34652			
INSPECTION DATE	2-18-2026		PARCEL I.D. NO.				
OWNER-LAST NAME	CONTRERAS	FIRST NAME	GUILLERMO	MIDDLE		TELEPHONE	
ADDRESS	5118 MAIN ST	CITY	NEW PORT RICHEY	STATE	FL	ZIP	34652
OCCUPANT-LAST NAME		FIRST NAME		MIDDLE		TELEPHONE	
ADDRESS		CITY		STATE		ZIP	

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WITHIN 14 DAYS of this notice, **YOU ARE ORDERED TO**:

☒ Clear the lands or premises of uncultivated vegetation exceeding 8 inches in height, debris, or any noxious material of any kind that tends to be a breeding place or haven for snakes, rodents, insects, or vermin of any kind or character, or that tends to be a breeding place for mosquitoes, or that tends to create a fire hazard endangering lives and property. For unimproved lands that are one acre or more, a 30-foot-wide strip mowed along the common boundaries with a developed parcel is required.

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☒ Other Corrective Action: REMOVE AND DISPOSE OF ALL TRASH, JUNK, DEBRIS, DISCARDED FURNITURE, WOOD, AND CONSTRUCTION DEBRIS.

This is an action for governmental abatement, prohibition, prevention, or remediation of a public nuisance at common law and/or a noxious use of private property. If you fail to clear the site and/or complete other corrective action described above within **14 days**, Pasco County will do so and the County's cost of such site clearing/mowing and/or corrective action plus applicable costs and penalties



Tambra L. Briggs

From: Tambra L. Briggs
Sent: Wednesday, April 1, 2026 2:19 PM
To: 'service@greenthumbunlimited.com'
Cc: Nathan L. Binford; Michael L. Bierman
Subject: RE: Proposal

Good afternoon Kelly,

Sorry about the delay in this response as we needed to get approval for your submitted proposal for the job at 5118 Main Street New Port Richey. We cannot authorize any rented equipment to finish a job. The authorized dump fee is $125.00. Any items that need to be removed over that amount will have to stay on the property and be mowed around.

Respectfully,
Tambra Briggs

PASCO COUNTY FLORIDA
Open Spaces. Vibrant Places.
TOP WORK PLACES 2021 USA

Tambra Briggs
Customer Service Specialist III
Code Compliance Department
Pasco County
P 727-847-8171
Internal: x7573
7508 Little Road
New Port Richey, FL 34654
tbriggs@mypasco.net
www.mypasco.net

"Serving Our Community to Create a Better Future"

Tell us how we are doing click here: https://pasco.rja.revize.com/forms/7224

From: service@greenthumbunlimited.com <service@greenthumbunlimited.com>
Sent: Wednesday, March 25, 2026 9:15 AM
To: Tambra L. Briggs <tbriggs@pascocountyfl.net>
Cc: Donna Krempa <dkrempa@pascocountyfl.net>
Subject: Proposal

Thank you

We appreciate your business.

View My Proposal

Tambra L. Briggs

From: Tambra L. Briggs
Sent: Friday, April 3, 2026 9:50 AM
To: 'service@greenthumbunlimited.com'
Cc: Donna Krempa
Subject: FW: Revised Proposal
Attachments: Job_PascoCountyBoardofCountyCommissioners20260320_ProposalFusionStandard(4).pdf

Good morning Kelly,

This proposal for $296.21 has been approved and is good to be completed. Hope you have a great week end!!

Respectfully,
Tambra Briggs

Tambra Briggs
Customer Service Specialist III
Code Compliance Department
Pasco County
P 727-847-8171
Internal: x7573
7508 Little Road
New Port Richey, FL 34654
tbriggs@mypasco.net
www.mypasco.net

"Serving Our Community to Create a Better Future"

Tell us how we are doing click here: https://pasco.rja.revize.com/forms/7224

From: service@greenthumbunlimited.com <service@greenthumbunlimited.com>
Sent: Wednesday, April 1, 2026 3:10 PM
To: Tambra L. Briggs <tbriggs@pascocountyfl.net>
Cc: Donna Krempa <dkrempa@pascocountyfl.net>
Subject: Revised Proposal

Thank you we appreciate your business

We appreciate your business.

View My Proposal

Green Thumb Unlimited

INVOICE

Green Thumb Unlimited
6700 Industrial Ave
Port Richey, FL 34668
727-457-3460

Customer
Pasco County Board of County Commissioners 38053 Live Oak Ave Dade City FL 33523

AccountTerms

Invoice Date	Invoice #
3/23/2026	103539
Customer #:	980807
Due:	3/23/2026
Terms:	0 Days

Work Site
6614 Vera Dr Port Richey FL 34668

Job:
Pasco County Board of County Commissioners 20260319

Phone: Nathan 727-353-2945
Donna 727-847-8171

Salesperson:
Eric Kopp

Service Description	Completed	Tax	Qty	Price
Mowing PO #26001299-001 (1) Case Code-26-000377 Vendor ID 13156 We will not go into back yards with privacy fence, chain link or gates with locks. Sq. Ft. 9583.2 Price Per Unit .02 Total $191.66 Service Date: 3/23/2026 Debris Removal: bags of food / household items / shopping carts / tires Price $125.00 (As long as it it less than 250 pounds) Service Date: 3/23/2026 (3) Owner: Viktor Shatailo Parcel ID # 09-25-16-0760-00000-2250 (2) 6614 Vera Drive, Port Richey FL	3/23/2026	0.00%	0.00	$316.66

0• ◇
••0••
316•66 +
316•66 +
200•00 +
28•50 +
861•82 *

Subtotal:	$316.66
Tax:	$0.00
Total:	$316.66

4

Paid:	**$0.00**
Invoice Balance:	**$316.66**

www.greenthumbunlimited.com

(5) 861.82

RI

Port Richey TS
a GFL Environmental Co
8210 Galen Wilson Blvd
Port Richey FL 34
727-841-6242

March 23, 2026 8:20 am
March 23, 2026 8:20 am

012753 - Port Richey - Cash

Ticket Number: PR 21444
Truck Number: PORTRICHEY

GREEN THUMB

INBOUND CASH

Port Richey Gate Rate inbound

100% PASCO CO - NPR

GROSS WEIGHT		
TARE WEIGHT		
NET WEIGHT		
9.00	**yd**	**Class III (Yard)**
1.00		**FUEL SURCHARGE**
1.00		**ENVIRONMENTAL SU**

Total	Check/Card #	Payment Type
$ 114.30	**********83	VISA

Weighmaster

PASCO COUNTY CODE COMPLIANCE
DETERMINATION OF VIOLATION

CASE/PID NO.	CODE-26-000377		SUBJECT SITE	6614 VERA DRIVE PORT RICHEY, FL 34668			
INSPECTION DATE	1/14/2026		PARCEL I.D. NO.	09 25 16 0760 00000 2250			
OWNER-LAST NAME	SHATAILO	FIRST NAME	VIKTOR	MIDDLE		TELEPHONE	
ADDRESS	10932 DANBURY WAY	CITY	BOCA RATON	STATE	FL	ZIP	33498
OCCUPANT-LAST NAME		FIRST NAME		MIDDLE		TELEPHONE	
ADDRESS		CITY		STATE		ZIP	

You are hereby notified that you are in violation of the Pasco County Code of Ordinances, Section 42-1. Code Compliance Officer H.Goodman has determined that one or more of the following conditions existing on the subject site constitute a nuisance and/or threat to public health, public safety, economic welfare, and/or general welfare by reason of one or more of the following conditions:

☒ Unmaintained vegetation. All unmaintained vegetation that has grown in an uncontrolled manner to more than eight (8) inches in height or which is liable to produce an unhealthy or unsanitary or becomes a harboring place for mosquitoes, vermin or vectors, Section 42-1(1)(a).

☐ Any other material or condition tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives, and/or welfare of the citizens of Pasco County, Section 42-1(1)(j).

☐ Debris, rubbish or abandoned personal property on lands cleared by the County or the Property Owner pursuant to a demolition order, Section 42-1(1)(f).

☒ Other Public Health, Safety and Welfare Violation: THERE ARE TIRES, PILES OF GARBAGE BAGS, SHOPPING CART WITH BAGS OF GARBAGE WITH HOUSEHOLD GARBAGE.

WITHIN 14 DAYS of this notice, **YOU ARE ORDERED TO**:

☒ Clear the lands or premises of uncultivated vegetation exceeding 8 inches in height, debris, or any noxious material of any kind that tends to be a breeding place or haven for snakes, rodents, insects, or vermin of any kind or character, or that tends to be a breeding place for mosquitoes, or that tends to create a fire hazard endangering lives and property. For unimproved lands that are one acre or more, a 30-foot-wide strip mowed along the common boundaries with a developed parcel is required.

☐ Remove and properly dispose of rubbish and personal property on lands that were cleared subject to a demolition order.

☒ Other Corrective Action: REMOVE THE GARBAGE THAT IS ON PROPERTY , BAGS OF FOOD AND HOUSEHOLD ITEMS SHOPPING CART AND 10-15 TIRES

This is an action for governmental abatement, prohibition, prevention, or remediation of a public nuisance at common law and/or a noxious use of private property. If you fail to clear the site and/or

Sent to Contractor by Tamara 3/19/26

Pasco County Code Compliance Department
7508 Little Rd., New Port Richey, FL 34654
Telephone (727) 847-8171, (800) 368-2411

Parcel ID	09-25-16-0760-00000-2250 (Card: 001 of 1)
Classification	00000-Vacant

Mailing Address
VIKTOR SHATAILO
10932 N DANBURY WAY
BOCA RATON, FL 33498

Physical Address
6614 VERA DRIVE, PORT RICHEY, FL 34668

Legal Description (First 200 characters)
PINELAND PARK UNREC PLAT LOT 225 DESC AS COM AT NE COR TRACT 38 PORT RICHEY LAND CO PB 1 PG 61 TH N89DEG51' 58"W 106.53 FT FOR POB TH N89DEG51' 58"W 86.50 FT TH S00DEG21' 13"W 110 FT TH S89DEG51' 58"E[...]

Jurisdiction
PASCO COUNTY, BOARD OF COUNTY COMMISSIONERS

Community Dev District
N/A

Community Redevelopment Area
N/A

Property Value

The property values shown are for the 2026 tax year and a work in progress. They are subject to change until the tax roll is certified.

Just Value	**$15,078**	
Ag Land	$0	
Land	$14,840	
Building	$0	
Extra Features	$238	
	Non-School	**School**
Assessed	$15,078	$15,078
Homestead Exemption	-$0	-$0
Additional Exemptions	-$0	-$0
Taxable Value	**$15,078**	**$15,078**

Land Detail (Card: 1 of 1)

Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	0200V	Mobile Home Sub	LP1-1	0RMH	4250.000	SF	$3.12	1.00	$13,260
2	0200V	Mobile Home Sub	LP1-2	0RMH	5265.000	SF	$0.30	1.00	$1,580

Additional Land Information

Acres	Tax Area	FEMA Code	Subsidence Activity	Neighborhood Code(s)
0.22	UF	AE	None Reported	PLPK

192

Building Information - Use (Card: 1 of 1)
Unimproved Parcel

Extra Features (Card: 1 of 1)

Line	Code	Description	Year	Units	Value
1	RDWC	CONCRETE DRIVEWAY	1982	300	$238

Sales History

Previous Owner: NEWTON WALTON

Month/Year	Book/Page	Type	DOR Code	Condition	Amount
11/2024	11104 / 0361	Tax Deed	11	I	$7,600
6/2020	10123 / 3431	Tax Deed	11	I	$8,700
2/2009	8019 / 0142	Warranty Deed	01	I	$48,400
7/2006	7080 / 1489	Warranty Deed		I	$50,000
4/2004	6240 / 1201	Quit Claim Deed		I	$0
4/2002	4937 / 0175	Order determining Homestead Real Estate		I	$0
3/2002	4894 / 1066	Warranty Deed		I	$0

Page Rendered @ 3/10/2026 3:04:21 PM. Processed in 1.109 seconds


Mike Wells
Pasco County Property Appraiser
09-25-16-0760-00000-2250
Show search results for 09-25-...
VERA DRIVE
ROHRMAN ROAD
09-25-16-0760
PINELAND PARK UNRECORDED PLAT
UNRECORDED PLAT
15
217
219
221
223
225
244
243
242
190
192
194
196
198
0 20 40ft

Parcel Information: 09-25-16-0760-00000-2250

FeatureClass	Name	Area	PercentArea
AssessmentDistricts	A	9629.7	100
BenefitDistricts	1	9629.7	100
CommissionDistrict	JACK MARIANO, CHAIR - District 5	9629.7	100
ElectricServiceAreas	Duke Energy	9226.9	95.8
ElectricServiceAreas	Withlacoochee River Electric Coop., Inc.	362.9	3.8
EvacuationZones	A	9629.7	100
FEE_AREA	URBAN TOD AND VACANT PARCEL INFILL	9629.7	100
FEMA_Lookup_Grid_2020	Map Panel 0179	9629.7	100
FEMA2020	AE	9629.7	100
FireDistricts	Pasco County M.S.T.U.	9629.7	100
FutureLanduse2025	RES-9	9629.7	100
HabitatTypes	Not Significant	9629.7	100
Parcels	09 25 16 0760 00000 2250	9629.7	100
ParkFee	West	9629.7	100
TAZ_LRTP2009_2035_371	95	9629.7	100
Watersheds_2015	Double Hammock	9629.7	100
WindCode_2012	Risk Category 1 - 130 mph	9629.7	100
WindCode_2012	Risk Category 2 - 141 mph	9629.7	100
WindCode_2012	Risk Category 3 / 4 - 150 mph	9629.7	100
ZoneArea	AR	405.7	4.2
ZoneArea	RMH	9224	95.8

PASCO COUNTY CODE C
DETERMINATION OF

INSTR# 2026049123 BK 11383 PG 1829
03/18/2026 09:29am Page 1 of 2
Rept: 2937605 Rec: 18.50
DS: 0.00 IT: 0.00
Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

CASE/PID NO.	CODE-26-000377		SUBJECT SITE	6614 VERA DRIVE PORT RICHEY, FL 34668			
INSPECTION DATE	1/14/2026		PARCEL I.D. NO.	09 25 16 0760 00000 2250			
OWNER-LAST NAME	SHATAILO	FIRST NAME	VIKTOR	MIDDLE		TELEPHONE	
ADDRESS	10932 DANBURY WAY	CITY	BOCA RATON	STATE	FL	ZIP	33498
OCCUPANT-LAST NAME		FIRST NAME		MIDDLE		TELEPHONE	
ADDRESS		CITY		STATE		ZIP	

You are hereby notified that you are in violation of the Pasco County Code of Ordinances, Section 42-1. Code Compliance Officer H.Goodman has determined that one or more of the following conditions existing on the subject site constitute a nuisance and/or threat to public health, public safety, economic welfare, and/or general welfare by reason of one or more of the following conditions:

☒ Unmaintained vegetation. All unmaintained vegetation that has grown in an uncontrolled manner to more than eight (8) inches in height or which is liable to produce an unhealthy or unsanitary or becomes a harboring place for mosquitoes, vermin or vectors, Section 42-1(1)(a).

☐ Any other material or condition tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives, and/or welfare of the citizens of Pasco County, Section 42-1(1)(j).

☐ Debris, rubbish or abandoned personal property on lands cleared by the County or the Property Owner pursuant to a demolition order, Section 42-1(1)(f).

☒ Other Public Health, Safety and Welfare Violation: THERE ARE TIRES, PILES OF GARBAGE BAGS, SHOPPING CART WITH BAGS OF GARBAGE WITH HOUSEHOLD GARBAGE.

WITHIN 14 DAYS of this notice, **YOU ARE ORDERED TO**:

☒ Clear the lands or premises of uncultivated vegetation exceeding 8 inches in height, debris, or any noxious material of any kind that tends to be a breeding place or haven for snakes, rodents, insects, or vermin of any kind or character, or that tends to be a breeding place for mosquitoes, or that tends to create a fire hazard endangering lives and property. For unimproved lands that are one acre or more, a 30-foot-wide strip mowed along the common boundaries with a developed parcel is required.

☐ Remove and properly dispose of rubbish and personal property on lands that were cleared subject to a demolition order.

☒ Other Corrective Action: REMOVE THE GARBAGE THAT IS ON PROPERTY , BAGS OF FOOD AND HOUSEHOLD ITEMS SHOPPING CART AND 10-15 TIRES

This is an action for governmental abatement, prohibition, prevention, or remediation of a public nuisance at common law and/or a noxious use of private property. If you fail to clear the site and/or

complete other corrective action described above within **14 days**, Pasco County will do so and the County's cost of such site clearing/mowing and/or corrective action plus applicable costs and penalties will be assessed against the site as a special assessment lien pursuant to section 42-1 (5) of the Pasco County Code of Ordinances. THE AVERAGE LIEN TYPICALLY EXCEEDS $250.00. The lien will continue to accumulate interest until satisfied. You will have seven calendar days upon receipt of this notice to request, in writing, a public hearing before the Pasco County Board of County Commissioners for the purpose of appealing the correctness of Code Enforcement's determination of your overgrown violation.

This notice was **POSTED** ☒ or **PERSONALLY SERVED** ☐ to _____ on 2/9/2026
Defendant's Signature Date

ADMINISTRATIVE USE ONLY

This Determination of Violation has been reviewed and approved by the following authority:

James Tomow, Operations Manager 3/12/26
Date

STATE OF FLORIDA
COUNTY OF PASCO
The foregoing instrument was acknowledged before me by means of physical presence, this 12th day of March, 2026, by James Tomow, who is personally known to me.

NOTARY

Seal:

Tambra L Briggs
Comm.: HH 406166
Expires: Jun. 4, 2027
Notary Public - State of Florida

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** CC26-0010 **DATE:** 6/16/2026

SUBJECT: Property Maintenance Securing of Pools - Pasco County of Ordinance (Section 42-1) - Lien Resolutions - No Funding Required

REFERENCES: Code Compliance Case: CODE-26-001662

AGENDA SECTION: Consent Agenda

THRU: David Allen, Assistant County Administrator

FROM: Denise Sanderson, Director of Code Compliance

RECOMMENDED BOARD ACTION:

Approve the filing of lien resolution in the amount set forth herein for each property. Authorize the Chairman to execute the lien resolution and direct the Clerk of Court to record the lien resolution. Direct the Board Records to distribute, as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

In accordance with the provisions of Pasco County Code of Ordinances (Code), Section 42-1, consistent with requirements outlined in the Pasco County Land Development Code, Section 530.4, as now or subsequently amended, the properties herein described were secured by the Code Compliance Department to prevent access to a swimming pool that posed an actual threat of accidental drowning. This is considered by the department to be a condition that presents a serious threat to public health and safety. Therefore, pursuant to the Pasco County Code, Section 42-1 (6), the Code Compliance Department was empowered to correct the condition immediately without notice to the owner(s).

In accordance with established procedures, the Code Compliance Department has rectified the unlawful/dangerous condition through the installation of a four-foot barrier to prevent uncontrolled access. The Code Compliance Department recommends that the lien in the amount indicated be attached to the described property. The lien amounts reflect administrative costs, recording costs, cost of materials and labor, plus a penalty equal to the cost of materials and labor.

The total lien amount for this one parcel attached is $1,748.50

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required for this action.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Record and retain all original lien resolutions.
2. Provide a recorded copy to Brian Ferguson, Administrative Assistant, Email: bferguson@pascocountyfl.net

ATTACHMENT(S):

1. CC26-0010 Lien Resolution
2. CC26-0010 Pool Lien Calculations
3. CODE-26-001662

BY THE BOARD OF COUNTY COMMISSIONERS LIEN RESOLUTION NO. _____

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, WEST PASCO GOVERNMENT CENTER, 8731 CITIZENS DRIVE, SUITE 150, NEW PORT RICHEY, FLORIDA 34654, PROVIDING FOR THE ASSESSMENT OF A LIEN ON BEHALF OF PASCO COUNTY AGAINST CERTAIN LANDS FOR THE COSTS OF MATERIALS AND LABOR, PENALTY COSTS, AND THE NECESSARY EXPENSES RELATING THERETO.

WHEREAS, the Pasco County Code of Ordinances (Code), Section 42-1, permits the Board of County Commissioners to require the securing of swimming pools that pose an actual threat of accidental drowning, to preserve and protect the health, safety, and welfare of the citizens of Pasco County; and

WHEREAS, Complaint No. CODE-26-001662, has been filed as required by said ordinance; and

WHEREAS, the Board of County Commissioners determined that certain property within the unincorporated areas in the County posed a serious, immediate threat to public safety due to an unsecured swimming pool; and

WHEREAS, pursuant to the Pasco County Code, Section 42-1(6), the swimming pool was secured by the Code Enforcement Division in accordance with the provisions of the ordinance, and the lien specified is to attach against the property as provided for in the Pasco County Code, Section 42-1.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AS FOLLOWS:

Section 1. That the Board of County Commissioners determined that an unlawful condition did exist on the following described parcel or parcels of land:

Legal Description: Section 26, Township 24 South, Range 16 East, Subdivision 0070, Block 00000, Lot 0120; Pasco County, Florida

Physical Address: 8237 Morning View Drive, Hudson FL 34667

Recorded Owner(s): Wong Bing Kuen and Yuk Kiu Lau

Section 2. That notice of said condition was given by registered mail to the property owner, as noted on the tax rolls, as provided for in the Pasco County Code, Section 42-1, and was posted on the property.

Section 3. That the required securing of the swimming pool was accomplished by the Code Enforcement Division and the following costs and expenses, plus a penalty equal to the cost of materials and labor, therefore, are assessed as a lien against said property as follows:

Securing Cost	$760.00
Penalty	$760.00
Administrative Costs	$200.00
Recording Cost	$10.00
Prep. Of Satisfaction	$18.50
LIEN TOTAL	$1,748.50

Section 4. This lien shall bear interest at the rate of twelve (12) percent per annum until satisfied. This lien is co-equal with liens of all State, County, district, and municipal taxes, superior in dignity to all other liens, title, and claims until paid.

DONE AND RESOLVED this _____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

ATTEST:

_____ _____

NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

Complaint	Legal	Owner	Address	Clearing Costs	Clearing Penalty	Administrative & Recording Costs	Total
CODE-26-001662	Section 26, Township 24 South, Range 16 East, Subdivision 0070, Block 00000, Lot 0120; Pasco County, Florida	Wong Bing Kuen and Yuk Kiu Lau	8237 Morning View Drive Hudson FL 34667	760.00	760.00	$200.00 $28.50	$1,748.50
							LIEN TOTAL: $1,748.50

Ms.Twister Maid Service, LLC

8608 Little Road
New Port Richey, FL 34654

Invoice

Date	Invoice #
3/16/2026	80046

Bill To	Job Address
Pasco County Development Services Admin 8731 Citizens Dr, Suite 321 New Port Richey, FL 34654	8237 Morning View Dr Hudson, FL 34667

Date Complete	Case/PID No.	Terms	Purchase Order
3/16/2026	CODE-26-001662	Net 45	26000479-000

Quantity	Description	U/M	Unit Price	Total
38	Pool Securing Services Parcel # 26-24-16-0070-00000-0120	ft	20.00	760.00

(3) Wong Bing Kuen and Yuk Bik Lau

••0••

0•00 *

••0••

760•00 +
760•00 +
200•00 +
28•50 +
1,748•50 *

Total (4) $760.00

(5) 1748.50

Phone #	E-mail
727-894-7837	mstwistermaidservice@gmail.com

PASCO COUNTY CODE COMPLIANCE
DETERMINATION OF VIOLATION

CASE/PID NO.	CODE-26-001662		SUBJECT SITE	8237 MORNING VIEW DRIVE, HUDSON, FL 34667			
INSPECTION DATE	03/12/2026		PARCEL I.D. NO.	26 24 16 0070 00000 0120			
OWNER-LAST NAME	WONG BING KUEN & YUK KIU LAU	FIRST NAME		MIDDLE		TELEPHONE	
ADDRESS	150 W 56TH ST APT 4205	CITY	NEW YORK	STATE	NY	ZIP	10019-3837
OCCUPANT-LAST NAME		FIRST NAME		MIDDLE		TELEPHONE	
ADDRESS		CITY		STATE		ZIP	

You are hereby notified that you are in violation of the Pasco County Code of Ordinances, Section 42-1. Code Compliance Officer N. BREMS has determined that one or more of the following conditions existing on the subject site constitute a nuisance and/or threat to public health, public safety, economic welfare, and/or general welfare by reason of one or more of the following conditions:

☐ Unmaintained vegetation. All unmaintained vegetation that has grown in an uncontrolled manner to more than eight (8) inches in height or which is liable to produce an unhealthy or unsanitary or becomes a harboring place for mosquitoes, vermin or vectors, Section 42-1(1)(a).

☐ Any other material or condition tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives, and/or welfare of the citizens of Pasco County, Section 42-1(1)(j).

☐ Debris, rubbish or abandoned personal property on lands cleared by the County or the Property Owner pursuant to a demolition order, Section 42-1(1)(f).

☒ Other Public Health, Safety and Welfare Violation: UNSECURED SWIMMING POOLS SEC. 42-1.D

WITHIN 24 HOURS of this notice, **YOU ARE ORDERED TO**:

☐ Clear the lands or premises of uncultivated vegetation exceeding 8 inches in height, debris, or any noxious material of any kind that tends to be a breeding place or haven for snakes, rodents, insects, or vermin of any kind or character, or that tends to be a breeding place for mosquitoes, or that tends to create a fire hazard endangering lives and property. For unimproved lands that are one acre or more, a 30-foot-wide strip mowed along the common boundaries with a developed parcel is required.

☐ Remove and properly dispose of rubbish and personal property on lands that were cleared subject to a demolition order.

☒ Other Corrective Action: SECURE FENCING/ BARRICADE AROUND POOL AREA SO ENTRY CAN NOT BE GAINED, COVER POOL OR DRAIN POOL OF WATER COMPLETELY

This is an action for governmental abatement, prohibition, prevention, or remediation of a public nuisance at common law and/or a noxious use of private property. If you fail to clear the site and/or complete other corrective action described above within **24 hours**, Pasco County will do so and the County's cost of such site clearing/mowing and/or corrective action plus applicable costs and penalties

Sent to Pool Contractor
3/13/26

Pasco County Code Compliance Department
7508 Little Rd., New Port Richey, FL 34654
Telephone (727) 847-8171, (800) 368-2411

will be assessed against the site as a special assessment lien pursuant to section 42-1 (5) of the Pasco County Code of Ordinances. THE AVERAGE LIEN TYPICALLY EXCEEDS $250.00. The lien will continue to accumulate interest until satisfied. You will have seven calendar days upon receipt of this notice to request, in writing, a public hearing before the Pasco County Board of County Commissioners for the purpose of appealing the correctness of Code Enforcement's determination of your overgrown violation.

This notice was **POSTED** ☒ or **PERSONALLY SERVED** ☐ to _____ on 03/12/2026
Defendant's Signature Date

ADMINISTRATIVE USE ONLY

This Determination of Violation has been reviewed and approved by the following authority:

_____ _____
James Tomow, Operations Manager Date

STATE OF FLORIDA
COUNTY OF PASCO
The foregoing instrument was acknowledged before me by means of physical presence, this _____ day of _____, _____, by _____, who is personally known to me.

_____ Seal:
NOTARY

Parcel ID	26-24-16-0070-00000-0120 (Card: 1 of 1)
Classification	00100-Single Family

Mailing Address
WONG BING KUEN & YUK KIU LAU
150 W 56TH ST APT 4205
NEW YORK, NY 10019-3837

Physical Address
8237 MORNING VIEW DRIVE, HUDSON, FL 34667

Legal Description (First 200 characters)
See Plat for this Subdivision
THE RESERVE PB 31 PGS 141-142 LOT 12 OR 3829 PG 1461

Jurisdiction
PASCO COUNTY, BOARD OF COUNTY COMMISSIONERS

Community Dev District
N/A

Community Redevelopment Area
N/A

Property Value

The property values shown are for the 2026 tax year and a work in progress. They are subject to change until the tax roll is certified.

Just Value		**$365,112**
Ag Land		$0
Land		$67,618
Building		$285,262
Extra Features		$12,232
	Non-School	**School**
Assessed	$365,112	$365,112
Homestead Exemption	-$0	-$0
Additional Exemptions	-$0	-$0
Taxable Value	**$365,112**	**$365,112**

Land Detail (Card: 1 of 1)

Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	0100R	SFR	CP1-1	MPUD	8500.000	SF	$7.40	1.00	$62,900
2	0100R	SFR	CP1-2	MPUD	6048.190	SF	$0.78	1.00	$4,718

Additional Land Information

Acres	Tax Area	FEMA Code	Subsidence Activity	Neighborhood Code(s)
0.33	UF	X	None Reported	BCWE

Building Information - Use 0100-Single Family Residential (Card: 1 of 1)

Year Built	1998	**Stories**	1.0
Exterior Wall 1	Concrete Block Stucco	**Exterior Wall 2**	None
Roof Structure	Gable or Hip	**Roof Cover**	Asphalt or Composition Shingle
Interior Wall 1	Drywall	**Interior Wall 2**	None
Flooring 1	Ceramic Clay Tile	**Flooring 2**	Carpet
Fuel	Electric	**Heat**	Forced Air - Ducted
A/C	Central	**Baths**	3.0

Line	Code	Description	Sq. Feet	Value
1	FOP01	FINISHED OPEN PORCH	256	$6,548
2	FGR01	FINISHED GARAGE	628	$25,682
3	BAS01	LIVING AREA	2,473	$253,032

Extra Features (Card: 1 of 1)

Line	Code	Description	Year	Units	Value
1	RDWSWC	DRVWAY/SIDEWALK CONC	1998	1,275	$1,178
2	RFIREPL	FIREPLACE	1998	1	$1,160
3	RPOOL-6	POOL 6 FOOT DEPTH	1998	336	$6,250
4	RCOOLDK	COOL DECK	1998	594	$1,378
5	RSCRN-AF	SCREENED ENCL A FRM	1998	1,590	$2,266

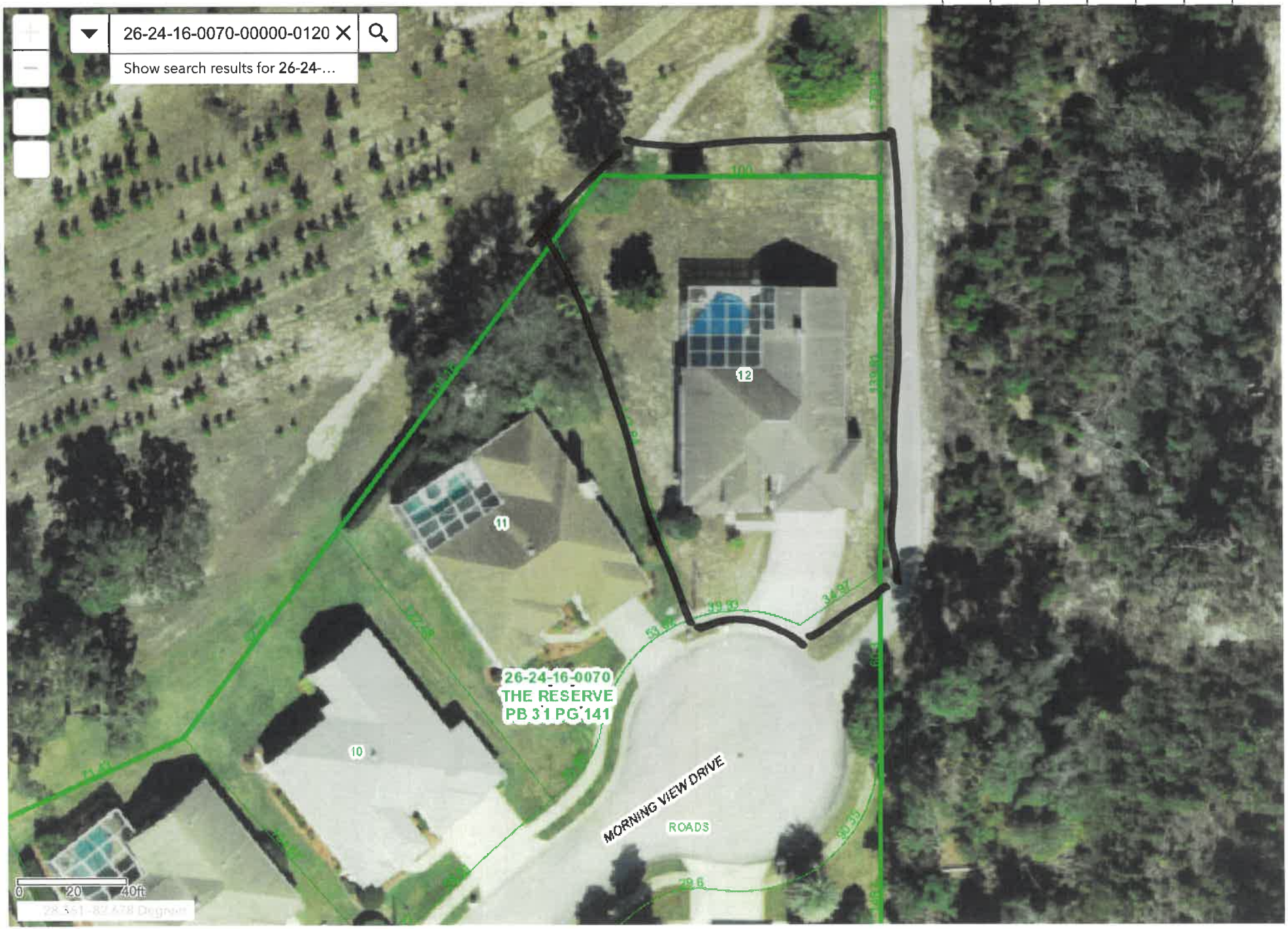
Sales History

Previous Owner: COXHEAD & SIMS INC

Month/Year	Book/Page	Type	DOR Code	Condition	Amount
10/1997	3829 / 1461	Warranty Deed		V	$56,000
7/1995	3450 / 1632	Warranty Deed		V	$0

Page Rendered @ 3/13/2026 1:32:32 PM. Processed in 0.156 seconds

Mike Wells Pasco County Property Appraiser



Parcel Information: 26-24-16-0070-00000-0120

FeatureClass	Name	Area	PercentArea
AssessmentDistricts	A	14552.8	100
BenefitDistricts	1	14552.8	100
CommissionDistrict	JACK MARIANO, CHAIR - District 5	14552.8	100
ElectricServiceAreas	Withlacoochee River Electric Coop., Inc.	14552.8	100
EvacuationZones	A	14552.8	100
FEE_AREA	URBAN WEST MARKET AND REDEVELOPMENT	14552.8	100
FEMA_Lookup_Grid_2020	Map Panel 0181	14552.8	100
FEMA2020	X	14552.8	100
FireDistricts	Pasco County M.S.T.U.	14552.8	100
FutureLanduse2025	RES-6	14552.8	100
HabitatTypes	7+ Species Overlap	14552.8	100
MPUD	Beacon Woods East - DRI (Approved)	14552.8	100
Parcels	26 24 16 0070 00000 0120	14552.8	100
ParkFee	West	14552.8	100
TAZ_LRTP2009_2035_371	12	14552.8	100
Watersheds_2015	Hammock Creek	14552.8	100
WindCode_2012	Risk Category 1 - 130 mph	14552.8	100
WindCode_2012	Risk Category 2 - 140 mph	14552.8	100
WindCode_2012	Risk Category 3 / 4 - 150 mph	14552.8	100
ZoneArea	MPUD	14552.8	100

PASCO COUNTY CODE
DETERMINATION C

INSTR# 2026049124 BK 11383 PG 1831
03/18/2026 09:29am Page 1 of 2
Rcpt: 2937605 Rec: 18.50
DS: 0.00 IT: 0.00
Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

CASE/PID NO.	CODE-26-001662		SUBJECT SITE	8237 MORNING VIEW DRIVE, HUDSON, FL 34667			
INSPECTION DATE	03/12/2026		PARCEL I.D. NO.	26 24 16 0070 00000 0120			
OWNER-LAST NAME	WONG BING KUEN & YUK KIU LAU	FIRST NAME		MIDDLE		TELEPHONE	
ADDRESS	150 W 56TH ST APT 4205	CITY	NEW YORK	STATE	NY	ZIP	10019-3837
OCCUPANT-LAST NAME		FIRST NAME		MIDDLE		TELEPHONE	
ADDRESS		CITY		STATE		ZIP	

You are hereby notified that you are in violation of the Pasco County Code of Ordinances, Section 42-1. Code Compliance Officer N. BREMS has determined that one or more of the following conditions existing on the subject site constitute a nuisance and/or threat to public health, public safety, economic welfare, and/or general welfare by reason of one or more of the following conditions:

☐ Unmaintained vegetation. All unmaintained vegetation that has grown in an uncontrolled manner to more than eight (8) inches in height or which is liable to produce an unhealthy or unsanitary or becomes a harboring place for mosquitoes, vermin or vectors, Section 42-1(1)(a).

☐ Any other material or condition tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives, and/or welfare of the citizens of Pasco County, Section 42-1(1)(j).

☐ Debris, rubbish or abandoned personal property on lands cleared by the County or the Property Owner pursuant to a demolition order, Section 42-1(1)(f).

☒ Other Public Health, Safety and Welfare Violation: UNSECURED SWIMMING POOLS SEC. 42-1.D

WITHIN 24 HOURS of this notice, **YOU ARE ORDERED TO**:

☐ Clear the lands or premises of uncultivated vegetation exceeding 8 inches in height, debris, or any noxious material of any kind that tends to be a breeding place or haven for snakes, rodents, insects, or vermin of any kind or character, or that tends to be a breeding place for mosquitoes, or that tends to create a fire hazard endangering lives and property. For unimproved lands that are one acre or more, a 30-foot-wide strip mowed along the common boundaries with a developed parcel is required.

☐ Remove and properly dispose of rubbish and personal property on lands that were cleared subject to a demolition order.

☒ Other Corrective Action: SECURE FENCING/ BARRICADE AROUND POOL AREA SO ENTRY CAN NOT BE GAINED, COVER POOL OR DRAIN POOL OF WATER COMPLETELY

This is an action for governmental abatement, prohibition, prevention, or remediation of a public nuisance at common law and/or a noxious use of private property. If you fail to clear the site and/or complete other corrective action described above within **24 hours**, Pasco County will do so and the County's cost of such site clearing/mowing and/or corrective action plus applicable costs and penalties

will be assessed against the site as a special assessment lien pursuant to section 42-1 (5) of the Pasco County Code of Ordinances. THE AVERAGE LIEN TYPICALLY EXCEEDS $250.00. The lien will continue to accumulate interest until satisfied. You will have seven calendar days upon receipt of this notice to request, in writing, a public hearing before the Pasco County Board of County Commissioners for the purpose of appealing the correctness of Code Enforcement's determination of your overgrown violation.

This notice was **POSTED** ☒ or **PERSONALLY SERVED** ☐ to _____ on 03/12/2026
Defendant's Signature Date

ADMINISTRATIVE USE ONLY

This Determination of Violation has been reviewed and approved by the following authority:

James Tomow, Operations Manager 3/13/26
Date

STATE OF FLORIDA
COUNTY OF PASCO
The foregoing instrument was acknowledged before me by means of physical presence, this 13th day of March, 2026, by James Tomow, who is personally known to me.

NOTARY

Seal:

Tambra L Briggs
Comm.: HH 406166
Expires: Jun. 4, 2027
Notary Public - State of Florida

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 3 **FILE NO.:** PDE26-0571 **DATE:** 6/16/2026

SUBJECT: Second Amendment to Amended and Restated Cooperative Economic Development Agreement – M&M Route 54 West LLC – Termination of Future Agreement Obligations and Mobility Fee Reconciliation – No Funding Required

REFERENCES: Ord. 10-08, Res. 15-110; OEG19-1006; OEG23-1011

AGENDA SECTION: Consent Agenda

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Approve the Second Amendment to the Amended and Restated Cooperative Economic Development Agreement, authorize the Chairman to execute the three originals provided, and direct the Board Records Department to distribute as set forth under the Distribution Section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On January 10, 2017, the Board approved a Cooperative Funding Agreement between the County and 54 Venture, LLC providing financial assistance for the construction of a minimum 35,000 square feet Class A office building and transit related improvements (TOD) within a pedestrian friendly mixed-use urban core area on approximately fifty (50) acres within the Mitchell 54 West MPUD ("Project") in proximity to the southwesterly corner of the S.R. 54/Little Road intersection. The Project lies within the Western Hub subarea identified in the County's Comprehensive Plan, Future Land Use Element.

On March 27, 2018, the Board approved an Amended and Restated Economic Development Agreement transferring the 2017 agreement, described above, from Mitchell 54 Venture, LLC to Mitchell Ranch Partnership, LTD in its entirety. On November 27, 2018, the Board approved an Amended and Restated Economic Development Agreement transferring the March 2018 agreement from Mitchell Ranch Partnership, LTD to M&M Route 54 West LLC., in its entirety (Agreement).

On December 6, 2022, the Board approved the First Amendment to the Amended and Restated Cooperative Economic Development Agreement between Pasco County, Florida, and M&M Route 54 West LLC. The First Amendment extended the deadline for the Developer to select a tax year to commence the Ad Valorem Equivalency Grant payments from five (5) years to eight (8) years after the Effective Date of the Agreement, extended the construction schedule for the TOD Improvements, revised the TOD Plan to reflect comments from GOPASCO and revisions to the Project's roadway plan, revised the Spine Road exhibit to designate the Project's primary road system directly supporting the structured parking deck and office building, and revised Section III of the Agreement to provide that the documented and reasonable costs and expenses of designing, permitting, and constructing the Spine Road would be creditable against certain portions of the mobility fee pursuant to a separate Development Agreement, with a maximum County obligation of $2,500,000.00.

As reflected in the proposed Second Amendment, the Spine Road required under the Agreement has been completed; however, the County has not awarded any mobility fee credits in connection with that work. The remaining transit-oriented development improvements contemplated by the Agreement have not commenced. In addition, mobility fees for development within the Project have been paid to date at the mobility fee rates applicable to TOD projects in the Urban Service Area, as authorized in the Agreement. The Developer has not requested a loan through the PADS and PORS programs, nor has it requested the Ad Valorem Equivalency Grant authorized in the Agreement.

The Developer has advised the County that the Project as originally envisioned under the Agreement dating back to 2017, which included apartment units as part of the overall development program, is no longer feasible under current market conditions due to nearby build-to-rent product and a lack of strong rental market demand in the vicinity; therefore, the Developer is proposing to eliminate the entitled apartment units and replace them with commercial use. As a result, the Developer has requested that the Agreement be amended to terminate the parties' further obligations under the Agreement, subject to several conditions. Specifically, the Developer agrees not to seek mobility fee credits for the design, permitting, and construction of the Spine Road as otherwise authorized in the Agreement. The Developer also agrees to pay the County, prior to issuance of the first certificate of occupancy within the Center, the sum of $3,591,782.64 , which represents the difference between the mobility fees paid to date within the Project at the TOD rates applicable in the Urban Service Area and the amount that would have been paid to date at the standard Urban (Fee District A) mobility fee rates. Finally, the Developer agrees to pay the standard Urban (Fee District A) mobility fee rates for any further development within the Project.

Accordingly, the proposed Second Amendment would effectively terminate the parties' remaining obligations under the Agreement while preserving the completed Spine Road improvements without any County-awarded mobility fee credit, reconciling prior mobility fee payments based on standard Urban fee rates, and establishing that future development within the Project will pay the Urban (Fee District A) standard mobility fee rates rather than the TOD-based rate structure previously authorized.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records Department to distribute as set forth below:

- Retain One Original
- Distribute Two Originals to David H. Engel, Director Planning, Development and Economic Growth, Suite 200, West Pasco Government Center

ATTACHMENT(S):

1. PDE26-0571 M_M Route 54 West - 2nd Amendment of Amended and Restated
2. PDE26-0571 Location Map

SECOND AMENDMENT TO AMENDED AND RESTATED COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY, FLORIDA AND M&M ROUTE 54 WEST LLC

THIS SECOND AMENDMENT ("Second Amendment") TO THE AMENDED AND RESTATED COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT approved by the Pasco County Board of County Commissioners on November 27, 2018 ("Agreement") is made and entered into by and between **PASCO COUNTY, FLORIDA,** a political subdivision of the State of Florida ("County"), by and through its Board of County Commissioners, the governing body thereof, ("Board") and **M&M ROUTE 54 WEST, LLC.,** a Florida limited liability company ("M&M") maintaining a principal address of 160 Essex Street, Suite 200, Lodi, NJ 07644.

WITNESSETH:

WHEREAS, on January 10, 2017, the Board approved a Cooperative Funding Agreement between the County and 54 Venture, LLC providing financial assistance for the construction of a minimum 35,000 square feet Class A office building and transit related improvements within a pedestrian friendly mixed-use urban core area on approximately fifty (50) acres within the Mitchell 54 West MPUD ("Project") in proximity to the southwesterly corner of the S.R. 54/Little Road intersection; and

WHEREAS, on March 27, 2018, the Board approved an Amended and Restated Economic Development Agreement transferring the 2017 agreement, described above, from Mitchell 54 Venture, LLC to Mitchell Ranch Partnership, LTD in its entirety; and

WHEREAS, on November 27, 2018, the Board approved an Amended and Restated Economic Development Agreement transferring the March 2018 agreement, described above, from Mitchell Ranch Partnership, LTD to M&M Route 54 West LLC., in its entirety; and

WHEREAS, on December 6, 2022, the County approved a First Amendment to Amended and Restated Cooperative Economic Development Agreement between Pasco County, Florida and M&M Route 54 West LLC (the "First Amendment"); and

WHEREAS, the Spine Road has been completed, but no mobility fee credits have been awarded by the County in connection with same; and

WHEREAS, construction has not begun on the other elements of the TOD improvements pursuant to the Agreement; and

WHEREAS, mobility fees for development within the Project have been paid to date based on the Mobility Fee rates applicable to TOD projects in the Urban Service Area as authorized in the Agreement; and

WHEREAS, M&M has not requested a Loan from the PADS program and/or PORS program as authorized in the Agreement; and

WHEREAS, M&M has not requested the Ad Valorem Equivalency Grant as authorized in the Agreement; and

WHEREAS, M&M has advised the County that due to market conditions, the Project as envisioned in the Agreement dating back to 2017 is no longer feasible; and

WHEREAS, M&M has requested that the County amend the Agreement to terminate any further obligations of the parties, subject to:

(1) M&M agreeing not to seek mobility fee credits for the design, permitting and construction of the Spine Road as authorized in the Agreement.
(2) M&M agreeing to pay the County, prior to issuance of the first certificate of occupancy within the Center, the sum of $ 3,591,782.64 which represents the difference between the mobility fees paid to date within the Project at the rates applicable to TOD projects in the Urban Service Area and the amount that would have been paid to date at the Urban (Fee District A) standard mobility fee rates;
(3) M&M agrees to pay the Urban (Fee District A) standard mobility fee rates for any further development within the Project.

WHEREAS, the parties desire to amend the Agreement to set forth the terms and conditions for same.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following conditions and revisions of the Agreement:

The parties obligations pursuant to the Agreement are terminated subject to:

(1) M&M agrees not to seek mobility fee credits for the design, permitting and construction of the Spine Road as authorized in the Agreement;
(2) M&M agrees to pay the County, prior to issuance of the first certificate of occupancy within the Center, the sum of $3,591,782.64 which represents the difference between the mobility fees paid to date within the Project at the rates applicable to TOD projects in the Urban Service Area and the amount that would have been paid to date at the Urban (Fee District A) standard mobility fee rates;
(3) Notwithstanding the foregoing, the obligation to make such payment shall be the sole and non-assignable responsibility of M&M Route 54 West, LLC. Failure by M&M to timely satisfy this payment obligation shall result in an immediate suspension and moratorium on any existing and future permitting within the Project until such time as the outstanding payment obligation is fully satisfied;
(4) M&M agrees to pay the Urban (Fee District A) standard mobility fee rates for any further development within the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the _____ day of _____, 2026.

[SEAL]

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

ATTEST:

_____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

By:_____
Jack Mariano
Chair

WITNESSES:

M&M Route 54 West, LLC.

Signature of Witness

By: _____

Its: Managing Member

Andrew Sroloff
Print Name of Witness

Signature of Witness

VINCENT FACCHINO
Print Name of Witness

STATE OF New Jersey

COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 27th day of May, 2026, by Joseph Manno on behalf of M&M Route 54 West, LLC., a Florida limited liability company authorized to do business in Florida, in his/her capacity as Managing Member on behalf of the Corporation He/She is personally known to me, or has produced as _____ identification.

[SEAL]

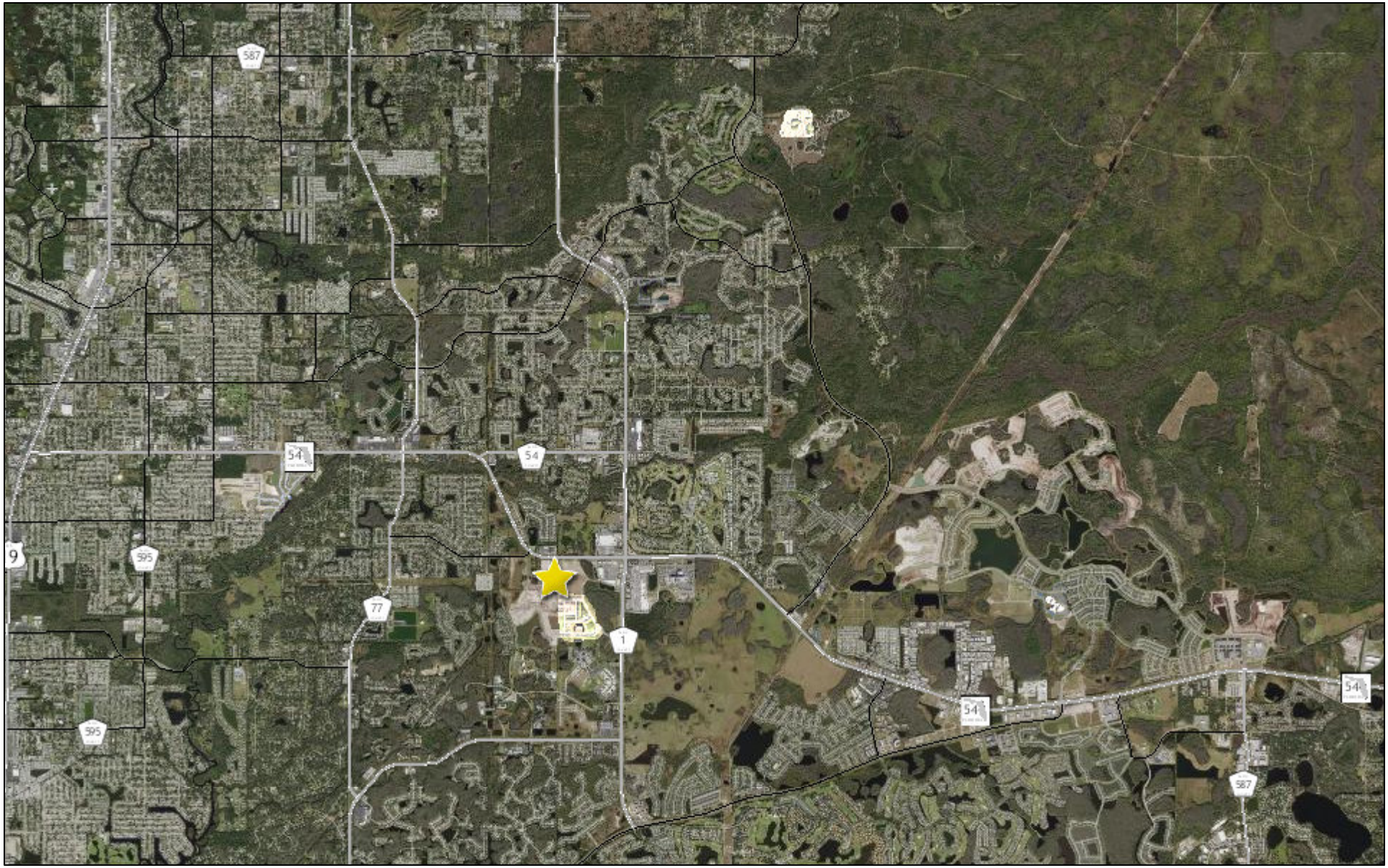
Notary Public

Nicole Prunella
Printed Name of Notary Public

My Commission Expires: 4-2-29

NICOLE M. PRUNELLA
Notary Public, State of New Jersey
Comm. # 2444269
My Commission Expires 04/02/2029

PDE26-0571 Location Map
M&M Route 54 West



Points

M&M Route 54 West

1:72,224

0 0.5 1 2 mi

0 1 2 4 km

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** FAC26-0109 **DATE:** 6/16/2026

SUBJECT: Budget Amendment and Resolution - Amendment No. 4 to Construction Management at Risk Agreement RFP-KM-20-032 for Jail Expansion - Moss & Associates, LLC - Increase the Guaranteed Maximum Price and the Project Budget, and Add 85 Calendar Days to Contract Time - $8,566,857.00

REFERENCES: Agenda Memorandums OMB18-0023, OMB19-0013, PU20-0020, FAC20-1023, FAC20-0161, FAC21-0023, FAC21-0057, FAC22-0234, FAC24-0116, and FAC25-0108

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Approve Amendment No. 4 to the Construction Management at Risk Agreement RFP-KM-20-032 (Agreement) with Moss & Associates, LLC (Moss), for the Pasco County Jail Expansion (the Project) to (1) increase the Guaranteed Maximum Price (GMP) and the Project Budget by $2,650,792.15 for a Not-To-Exceed (NTE) amount from $213,275,510.52 to $215,926,302.67, (2) authorize cost allocations as detailed below, and (3) add eighty-five (85) days to the Contract Time. Authorize the Chairman to execute the two originals of Amendment No. 4 provided and direct Board Records to distribute as detailed below.

Approve Budget Amendment, Journal No. 2026 07 2960, in the amount of $8,566,857.00; authorize the Chairman to execute the one original Resolution provided; adopt the Resolution amending the Final Budget for Fiscal Year 2026; and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On June 19, 2018, the Board of County Commissioners (BCC) approved Ordinance No. 18-20 authorizing the issuance of general obligation bonds, subject to a bond referendum, to provide funds for the design, construction, reconstruction, renovation, expansion and equipping the County jail facilities (Jail Projects/Improvements) (OMB18-0023).

On December 11, 2018, the BCC approved a Resolution authorizing the issuance of General Obligation Bonds for Jail Projects/Improvements, in an Aggregate Principal NTE amount of $132,150,000.00 (OMB19-0013).

On February 18, 2020, the BCC authorized the Facilities Management Department to begin negotiations with the top-ranked Construction Manager at Risk (CMAR) firm, Moss & Associates, LLC (Moss), to secure an agreement for construction management at risk services for expansion of the Jail Projects/Improvements (Project) (PU20-0020).

On June 2, 2020, the BCC delegated to the County Administrator the authority to finish negotiations with Moss for CMAR services for the Project, to execute an Agreement for

CMAR services with Moss, and authorized the Phase 1 Pre-Construction Services for the Project in the amount of $431,477.00 (FAC20-1023).

On July 14, 2020, the BCC ratified Agreement RFP-KM-20-032 (Agreement) signed by the County Administrator for CMAR pre-construction services to be provided by Moss for the Pasco County Jail Expansion in the NTE amount of $431,477.00 (FAC20-0161).

On December 8, 2020, the BCC approved Change Order No. 1 to the Agreement for pre-construction services for the upgrade of the existing fire alarm system, in the amount of $39,725,00. The new fire alarm system will be compatible with the fire alarm system planned for the new facility (FAC21-0023).

On February 9, 2021, the BCC approved Change Order No. 2 to Agreement for the Addition of Design-Assist Specialty Contractors in the NTE amount of $120,487.00 for Fiscal Year (FY) 2020 (FAC21-0057).

On December 7, 2021, the BCC approved Change Order No. 3 to Agreement to affirm and extend the current completion date of December 31, 2021, by 151 days, for a new completion date of May 31, 2022 (FAC22-0049).

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement to ratify and affirm the CMAR Agreement with Moss and to establish a Guaranteed Maximum Price (GMP), a Contract Price and Project Budget for the Project, and to establish the Substantial Completion Date as September 15, 2025 (FAC22-0234).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement to increase the GMP and Project Budget, establish and add funds to an Owner's Contingency (Contingency), and add 102 calendar days to the Contract Time, for a new Final Completion Date of December 26, 2025 (FAC24-0116).

On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project Budget, increase the Owner's Contingency, and add 284 calendar days to the Contract Time for a Final Completion Date of October 6, 2026 (FAC25-0108).

Amendment No. 4 adds eighty-five (85) days to the Final Completion Date of October 6, 2026, for a new Final Completion Date of December 30, 2026.

Amendment No. 4 increases the GMP and the Project Budget NTE amount from $213,275,510.52 to $215,926,302.67, an increase of $2,650,792.15, which shall be applied as follows:

A. Moss's General Conditions and General Requirements (GCs/GRs) in the amount of $1,314,976.18 comprised of:

1. An additional eighty-five (85) days of Moss GCs/GRs costs in the amount of $1,242,530.00

2. An additional eighty-five (85) days of Moss Supervision Costs (Moss Supervision) in the amount of $72,446.18.

B. Moss's Subcontractor Costs in the amount of $765,653.93 comprised of:

1. An additional eighty-five (85) days of Subcontractors' GCs/GRs costs in the amount of $641,361.94.
2. An additional eighty-five (85) days of Subcontractors' warranty costs in the amount of $124,291.99.

C. Owner's Contingency additional funding in the amount of $170,000.00.

D. Construction Manager (CM) 15% Fee in the amount of $337,594.52.

E. CM 1.59% fee for Contractor-Controlled Insurance Program (CCIP) in the amount of $35,785.02.

F. CM 1.09% fee for Subcontractor Default Insurance (SDI) in the amount of $24,531.87.

G. CM .1% fee for Warranties in the amount of $2,250.63.

The anticipated schedule and budget for this project are:

Project Activity	Schedule		Budget
	Start	Finish	Amount
Design	Spring 2020	Summer 2025	$9,549,231.22
Pre-construction	Summer 2020	Summer 2022	$591,689.00
Construction	Fall 2022	Winter 2026	$215,334,613.67
FF&E/Permitting/Misc.	Spring 2020	Winter 2026	$6,617,000.00
TOTAL COST:			$232,092,533.89

Budget amendment Journal No. 2026 07 2960 and the associated Resolution, will recognize four bonds' interest revenues in the total amount of $8,566,857.00 to provide funding for the Detention Center Expansion project.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Upon approval of Budget Amendment, Journal No. 2026 07 2960, funding in the amount of $2,602,216.00 will be budgeted and available in the Sheriff 2021B GO Projects Fund, Pasco Sheriff Office, Project number 20F38. Funding in the amount of $2,115,546.00 will be budgeted and available in the Detention Center Half-Cent 22C Fund, Pasco Sheriff Office, Project number 20F38. Funding in the amount of $2,747,335.00 will be budgeted and available in the VOPH & Detention Half-Cent 24A

Fund, Pasco Sheriff Office, Project number 20F38. Funding in the amount of $1,101,760.00 will be budgeted and available in the GO Bond Capital Projects Fund, Pasco Sheriff Office, Project number 20F38.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original
2. Mail One Original to:
   Mr. Bob L. Moss
   Moss & Associates, LLC
   6363 NW 6th Way
   Ft. Lauderdale, FL 33309

Resolution:

1. Retain One Original

ATTACHMENT(S):
1. FAC26-0109 Amendment No. 4 to CMAR Agreement for RFP-KM-20-032
2. FAC26-0109 Memorandum OMB 18-0023 for Ordinance No. 18-20 - Bond Referendum
3. FAC26-0109 Memorandum OMB19-0013 - Resolution
4. FAC26-0109 Memorandum PU20-0020 - CMAR Negotiations
5. FAC26-0109 Memorandum FAC20-1023 - Delegation of Negotiation and Execution of Agreement to County Administrator
6. FAC26-0109 Pre-Construction Agreement
7. FAC26-0109 Memorandum FAC20-0161 - BCC Ratification of Agreement
8. FAC26-0109 Memorandum FAC21-0023
9. FAC26-0109 Change Order No. 1
10. FAC26-0109 Memorandum FAC21-0057
11. FAC26-0109 Change Order No. 2
12. FAC26-0109 Memorandum FAC22-0049
13. FAC26-0109 Change Order No. 3
14. FAC26-0109 Memorandum FAC22-0234
15. FAC26-0109 Amendment No. 1
16. FAC26-0109 Memorandum FAC24-0116
17. FAC26-0109 Amendment No. 2
18. FAC26-0109 Memorandum FAC25-0108
19. FAC26-0109 Amendment No. 3
20. FAC26-0109 Location Map 1 - Jail
21. FAC26-0109 Location Map 2 - Visitation and Resource Center
22. FAC26-0109 Division of Corporations
23. FAC26-0109 Budget Amendment Journal No. 07 2960
24. FAC26-0109 Resolution

cc: Carrie C. Roberts, Purchasing Director

AMENDMENT NO. 4 TO AGREEMENT BETWEEN PASCO COUNTY AND CONSTRUCTION MANAGER for PASCO COUNTY JAIL ADDITION PROJECT

THIS AMENDMENT NO. 4 ("Amendment No. 4") is made by and between Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the "County"), and Moss & Associates, LLC (the "Construction Manager"), to that certain Construction Management At Risk Agreement between the County and the Construction Manager, dated July 14, 2020 ("Agreement"), as amended by Amendment No. 1 dated August 9, 2022 ("Amendment No. 1"), Amendment No. 2 dated June 4, 2024 ("Amendment No. 2") and Amendment No. 3 dated April 9, 2025 ("Amendment No. 3") in connection with the management and construction required for the expansion and renovation of the Pasco County Jail Addition ("Project").

NOW THEREFORE, the County and Construction Manager, for the consideration set forth herein, agree as follows:

1. The Agreement, as amended by Section 2.1 of Amendment No. 1, Paragraph 1 of Amendment No. 2, and Paragraph 1 of Amendment No. 3, is amended to increase the Guaranteed Maximum Price and the Project Budget not-to-exceed cap from $213,275,510.52 to $215,926,302.67, an increase of $2,650,792.15.

2. The increase of $2,650,792.15 in the Guaranteed Maximum Price and the Project Budget shall be as follows:

   A. Moss General Conditions and General Requirements: the lump sum amount of $1,314,976.18 comprised of:
      1) Additional 85 days of Moss General Conditions and General Requirements (GC/GR) costs in the amount of $1,242,530.00
      2) Additional 85 days of Moss Supervision costs (Moss Supervision), in the amount of $72,446.18.

   B. Moss Subcontractor Costs: $765,653.93, comprised of:
      1) Additional 85 days of Subcontractors' GC/GR costs, in the amount of $641,361.94.
      2) Additional 85 days of Subcontractors' warranty costs, in the amount of $124,291.99.

   C. Owner's Contingency:
      1) Additional Owner's Contingency funding, in the amount of $170,000.00.

   D. Construction Manager 15% Fee: $337,594.52

E. Construction Manager 1.59% fee for Contractor-Controlled Insurance Program (CCIP): $35,785.02

F. Construction Manager 1.09% fee for Subcontractor Default Insurance (SDI): $24,531.87

G. Construction Manager .1% fee for Warranties: $2,250.63

3. Section 3.1 of Article 3 of Amendment No. 1 to the Agreement is amended to read in its entirety as follows:

   3.1 The Construction Phase Commencement Date for the Work is August 23, 2022. The total period of time beginning with the Construction Phase Commencement Date through the date required for Final Completion of the Work is 1,590 calendar days ("Contract Time"). The FINAL COMPLETION DATE is therefore established as December 30, 2026.

   Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Construction Manager's responsibility to complete the Work within the Contract Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement shall be assessed from Construction Manager for each calendar day Construction Manager fails to achieve Final Completion for the Work within the Contract Time.

4. Paragraph 5 of Amendment No. 3 is amended to add 85 calendar days to the Contract Time so that the Contract Time is 1,590 calendar days and the Final Completion Date is December 30, 2026.

5. Except as expressly modified herein, the terms and conditions of the Agreement, as amended by all prior amendments, remain unchanged and are hereby restated, ratified, and shall remain in effect. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, the County and Construction Manager agree that the terms of this Amendment shall prevail and control.

[The remainder of this page is intentionally left blank.

Signatures follow on the next page.]

IN WITNESS WHEREOF, this Amendment No. 4 to Agreement Between Pasco County and Construction Manager for Pasco County Jail Addition Project, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, has been executed by the parties hereto or by their authorized representatives.

(SEAL)

ATTEST:

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

COUNTY:
Pasco County, Florida

By: _____
Jack Mariano, Chairman

Date of Approval: _____

ATTEST

Witness 1:

Signature

JEFFREY V SELLERS
Print Name

Witness 2:

Signature

Josh Mutchler
Print Name

CONSTRUCTION MANAGER:
Moss & Associates, LLC

By: _____
Authorized Signature

Print Name: TOBY MANULAK

Title: SR VICE PRESIDENT

Date: 5/20/2026

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} **ss**
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 20 day of MAY, 2026, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] TOBY MANULAK who executed the foregoing instrument as [Title] of [Corporation or Company Name] SENIOR VICE PRESIDENT a [check one] [ ] corporation [✓] limited liability company, organized under the laws of [State] FLORIDA, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

NICOLE ELSWICK NOTARY PUBLIC MY COMMISSION EXPIRES 9-22-2029 STATE OF FLORIDA COMMISSION NUMBER HH 723460

_____
Signature of person taking acknowledgment

NICOLE ELSWICK
Name typed, printed or stamped

EXECUTIVE ASSISTANT
Title or rank

_____
Serial number (if any)

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: ALL **FILE NO.**: OMB18-0023 **DATE**: 6/19/18

SUBJECT: AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE, SUBJECT TO THE BOND REFERENDUM HEREIN PROVIDED FOR, OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $132,150,000, MATURING NOT BEYOND 30 YEARS FROM ISSUANCE, PAYABLE FROM THE FULL FAITH, CREDIT AND UNLIMITED AD VALOREM TAXING POWER OF THE COUNTY, TO PROVIDE FUNDS TO FINANCE THE DESIGN, CONSTRUCTION, RECONSTRUCTION, RENOVATION, EXPANSION, IMPROVING AND EQUIPPING OF THE JAIL FACILITIES LOCATED WITHIN THE COUNTY; PROVIDING FOR AND CALLING A BOND REFERENDUM OF THE QUALIFIED ELECTORS OF THE COUNTY TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR AN OFFICIAL BALLOT; ESTABLISHING COUNTY INTENT TO REIMBURSE SUCH CAPITAL EXPENDITURES INCURRED WITH PROCEEDS OF SUCH GENERAL OBLIGATION BONDS; AND PROVIDING FOR AN EFFECTIVE DATE.

THRU: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

FROM: Robert G. Goehrig, Budget Director

RECOMMENDED BOARD ACTION:

Approve the Ordinance; authorize the Chairman to sign it and direct the Board Records Department to complete Exhibit A and transmit the executed Ordinance to the Department of State by electronic mail within ten (10) days of Board approval and further distribute the copies as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

In 2013, Consulting Group, LLC (CGL), in association with Moss Construction, was retained by the Board of County Commissioners (BCC) to prepare a 20-year master space and facilities plan for various County departments, including the Pasco Sheriff's Office. Due to rapid growth throughout the County, the November 2014 Facilities Master Plan prepared by CGL concluded, "Many departments and offices are operating in overcrowded conditions and there is no additional space in existing conditions for future service and staff growth." The November 2014 Facilities Master Plan was an attempt to develop a comprehensive facilities master plan and to avoid a piece meal approach to needed space expansion.

Included in the Master Plan was a detailed analysis of the Pasco County Detention Center (Detention Center). Based on the projection of future inmate population growth included in this analysis, CGL concluded the Detention Center "is above rated capacity and does not have adequate core space for future detention center needs." In fact, CGI calculated the Detention Center inmate population would reach 1,859 by 2019 far above its rated bed capacity of 1,432 beds. CGL recommended the County build a 1,000-bed expansion of the Detention Center to accommodate this future growth.

On November 9, 2017, Sheriff Nocco informed the BCC the inmate population of the Detention Center stood at 1,798 and, in accordance with Judicial Administrative Order 2014-062, the Sheriff was obligated to release inmates or find alternative housing for inmates once the population reached 1,900

inmates. As a result, the County, acting in concert with the Sheriff, has agreed to send inmates to Seminole County Detention Center. The County is also considering building a temporary inmate housing structure at the current Land O' Lakes facility to relieve overcrowding. Both onsite housing and offsite housing are considered temporary solutions which are expected to cost $5-8 Million Dollars per year.

The November 2014 Facilities Master Plan estimated a 1,000-bed Detention Center expansion would cost approximately $128 Million. Adjusting the 2014 cost figure for inflation and building in the cost of issuance, the total cost of this project is estimated to reach $132,150,000. The cost to borrow these funds will be approximately $1.5 Million the first year and grow to approximately $7.5 Million in 5 years. The cost to borrow the funds to expand the Detention Center is less than the cost to house inmates temporarily. Therefore, the Office of Management and Budget is recommending the BCC authorize the placement of a General Obligation Bond on the November 2018 General Election ballot to finance the Detention Center expansion.

FISCAL IMPACT/COST/REVENUE STATEMENT:

No funding is required for this action.

DISTRIBUTION:

Board Records Department to distribute as set forth below:

1. Retain One Original and file an electronic version of the Ordinance with the Florida Department of State
2. E-mail One Copy to:

   Duane D. Draper
   Bryant Miller Olive
   One Tampa City Center
   Suite 2700
   Tampa, FL 33602
   ddraper@bmolaw.com

3. E-mail One Copy to:

   Craig Dunlap
   Dunlap & Associates
   1146 Keyes Avenue
   Winter Park, FL 32789
   Craig@DunlapandAssociates.com

4. E-mail One Copy to:

   Robert Goehrig, Budget Director
   rgoehrig@pascocountyfl.net

ATTACHMENT(S):

1. Proof of Publication
2. Proposed Ordinance (One Original)

EKB/RG/smh/S:\OMB18-0023 Agenda Memo GO Bond Referendum Ordinance – Jail Facilities

Floyd, Jessica

From: Ords Admin <ords@municode.com>
Sent: Monday, June 25, 2018 1:13 PM
To: Floyd, Jessica
Subject: RE: Pasco County, FL Code of Ordinances - 1994(10281)

We have received your file.

Thank you and have a nice day,

Ords Administrator
ords@municode.com
1-800-262-2633
P.O. Box 2235
Tallahassee, FL 32316

When available, please send all documents in WORD format to Ords@municode.com. However, if WORD format is not available, we welcome any document format including PDF.

ems

municode
Web | Legal | Pay

From: Floyd, Jessica <JFloyd@pascoclerk.com>
Sent: Monday, June 25, 2018 9:59 AM
To: countyordinances@dos.myflorida.com; Ords Admin <ords@municode.com>
Cc: Schroeder, Connie <CSchroeder@pascoclerk.com>; Schmidt, Donalee <DSchmidt@pascoclerk.com>; McCormick, Katie <KMcCormick@pascoclerk.com>
Subject: PAS20180619_ORDINANCE2018_18-20

Attached please find Ordinance 18-20 which was adopted at the Pasco County Board of County Commissioners meeting of June 19, 2018. If you have any further questions please contact me. Thank you.

Jessica Floyd
352-521-4340
Pasco County
Ordinance 18-20

Jessica Floyd
Records Clerk I
Board Records Division

Office of Paula S. O'Neil
Clerk & Comptroller, Pasco County
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, Fl 33525

Floyd, Jessica

From:	Floyd, Jessica
Sent:	Monday, June 25, 2018 2:40 PM
To:	'ddraper@bmolaw.com'; 'craig@dunlapandassociates.com'; 'rgoehrig@pascocountyfl.net'
Cc:	Schroeder, Connie; Schmidt, Donalee; McCormick, Katie
Subject:	BCC 6-19-2018 - P1 OMB18-0023 Ordinance 18-20; P2 OMB18-0024 Ordinance 18-19; P3 OMB18-0025 Ordinance 18-22; P4 OMB18-0026 Ordinance 18-21
Attachments:	BCC 6-19-18 P1 Ordinance 18-20.pdf; BCC 6-19-18 P2 Ordinance 18-19.pdf; BCC 6-19-18 P3 Ordinance 18-22.pdf; BCC 6-19-18 P4 Ordinance 18-21.pdf

Attached please find documents pertaining to the above mentioned Agenda items which were approved at the June 19, 2018 BCC meeting.

If you have any questions, please contact me. Thank you.

PLEASE REPLY TO ALL

Jessica Floyd
Records Clerk I
Board Records Division

Office of Paula S. O'Neil
Clerk & Comptroller, Pasco County
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, Fl 33525
(352) 521-4274 ext. 4340
jfloyd@pascoclerk.com

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Floyd, Jessica

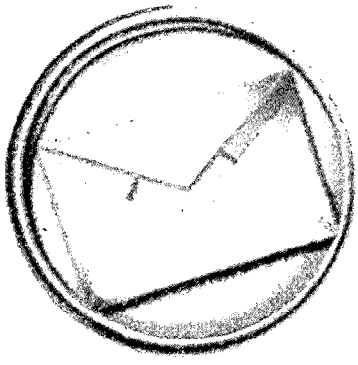
Subject: FW: Pasco County, FL Code of Ordinances - 1994 (10281) Supplement 72 Update 2

From: ords@municode.com [mailto:ords@municode.com]
Sent: Tuesday, June 26, 2018 2:51 PM
To: O'Neil, Paula; McCormick, Katie
Subject: Pasco County, FL Code of Ordinances - 1994 (10281) Supplement 72 Update 2

****THIS IS AN AUTOMATICALLY GENERATED EMAIL****

Below, you will find the material that we have received/recorded to your account. This material is being considered for inclusion in your next/current update, Supplement 72 Update 2

Document	Adopted Date	Recorded	Recorded Format
Ordinance No. 18-19	6/19/2018	6/26/2018	PDF
Ordinance No. 18-20	6/19/2018	6/26/2018	PDF
Ordinance No. 18-21	6/19/2018	6/26/2018	PDF
Ordinance No. 18-22	6/19/2018	6/26/2018	PDF



Update the internet version of your Code more often than a printed supplement. We can update the Internet quarterly, monthly, even weekly.



We can post newly enacted ordinances in the online Code after each meeting.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: ALL **FILE NO.**: OMB19-0013 **DATE**: 12/11/18

SUBJECT: Approve Resolution Authorizing the Issuance of General Obligation Bonds (Series 2019 Bonds) for Jail Projects/Improvements in an Aggregate Principal Amount Not-To-Exceed $132,150,000 and Authorize Bond Validation Proceedings

THRU: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

FROM: Robert G. Goehrig, Budget Director

RECOMMENDED BOARD ACTION:

Approve the attached Resolution authorizing the issuance of General Obligation Bonds for Jail Projects/Improvements, in one or more series in an Aggregate Principal Amount Not-To-Exceed $132,150,000; and authorize bond counsel, together with the County Attorney, to institute bond validation proceedings relating to such Bonds, pursuant to Chapter 75, Florida Statutes; and further direct the Board Records Department to distribute the resolution as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On June 19, 2018, the Board of County Commissioners (BCC) approved Ordinance No. 18-20 authorizing the inclusion of a bond referendum for Pasco County, Florida General Obligation Bonds, Series 2019 (Jail Projects/Improvements) (the "Series 2019 Bonds") on the November Mid-Term Election ballot. An election was subsequently held on November 6, 2018, to determine if the electors of the County approved of the issuance of not exceeding $132,150,000 of general obligation bonds of the County for this purpose, payable from ad valorem taxes on all taxable property within the County. The Bond Referendum was duly held and conducted in all respects according to law, with a majority of the County electors casting a ballot voting in favor of the issuance of such bonds for such purposes.

Article VII, Section 12(a), of the Constitution of the State of Florida provides that upon approval by a majority vote of the electors, counties may issue bonds payable from ad valorem taxation to finance capital projects authorized by law. The attached Bond Resolution reflects the County's finding that the issuance of the Series 2019 Bonds serves a public purpose and deems it necessary, in order to preserve and protect public safety, to use the proceeds to provide for the financing of the costs of Jail Projects/Improvements within the County. The initial bond proceeds will be utilized by the County to finance the costs of an expansion to the Pasco County Detention Center. Ad valorem taxes levied by the County in accordance with this Bond Resolution should be sufficient to pay all principal of and interest and redemption premium, if any, on Series 2019 Bonds (Jail Projects/Improvements) in one or more series to be issued hereunder, as the same become due, and to make all required deposits or payments required by this Bond Resolution. The estimated sum required to finance the Costs of the Project will be derived from a portion of the proceeds from the sale of the Series 2019 Bonds and other legally available funds of the County, if any. The full faith, credit, and unlimited taxing power and the ad valorem taxes of the County are expected to be sufficient to pay principal of and interest on the Series 2019 Bonds.

This resolution, if approved, will also authorize bond counsel and the County Attorney to institute proceedings in circuit court for validation of the Bonds pursuant to Chapter 75, Florida Statutes and

delegate authority to the proper officers of the County to verify on behalf of the County the pleadings in such proceedings.

FISCAL IMPACT/COST/REVENUE STATEMENT:

No funding is required for this action.

DISTRIBUTION:

Board Records Department to distribute as set forth below:

1. Retain One Original
2. E-mail One Certified Copy to :
   Duane D. Draper
   Bryant Miller Olive
   One Tampa City Center
   Suite 2700
   Tampa FL 33602
   ddraper@bmolaw.com

3. E-mail One Copy to :
   Laura Howe
   Senior Management Consultant
   PFM Financial Advisors
   300 South Orange Avenue, Suite 1170
   Orlando, FL 32801
   howel@pfm.com

ATTACHMENT:

1. Bond Resolution

EB/RG/JF/smh/SS:\OMB Documents\Correspondence\2019\Agenda Items\OMB19-0013, 0014, 0015, 0016 GO BONDS Authorizing Resolutions\OMB19-0013 Agenda Memo GO Bond Authorizing Resolution - Jail Projects-Improvements.docx

Office of Paula S. O'Neil
Clerk & Comptroller
Pasco County, Florida

Mailing Addresses

38053 Live Oak Avenue
Dade City, FL 33523-3894

P.O. Box 338
New Port Richey, FL 34656-0338

Office Locations

Robert D. Sumner Judicial Center
38053 Live Oak Avenue, Suite 205
Dade City, FL 33523-3894

West Pasco Judicial Center
7530 Little Road, Suite 106
New Port Richey, FL 34654

East Pasco Government Center
14236 Sixth Street, Suite 201
Dade City, FL 33523

West Pasco Government Center
8731 Citizens Drive, Suite 220
New Port Richey, FL 34654

East Pasco Records Center
38319 McDonald Street
Dade City, FL 33525

West Pasco Records Center
Jack Albert Records Retention Center
8902 Government Drive
New Port Richey, FL 34654

Dade City: (352) 521-4542
New Port Richey: (727) 847-8031

www.pascoclerk.com

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December 14, 2018

Duane D. Draper
Bryant Miller Olive
One Tampa City Center
201 N Franklin St, Suite 2700
Tampa, FL 33602

RE: Resolution - General Obligation Bonds - Jail Projects
C27 OMB19-0013

Dear Mr. Draper:

At the Pasco County Board of County Commissioners meeting of December 11, 2018, the above mentioned agenda item was approved. Attached is a certified copy of the Resolution for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, click on "Transparency" under the "How can we help?" search bar of the home page, click on "Agendas & Minutes," select the meeting date from the list, click on "Agenda," click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L. Floyd
Records Clerk I
Board Records

Enclosure

C27

Office of Paula S. O'Neil
Clerk & Comptroller
Pasco County, Florida

Mailing Addresses

38053 Live Oak Avenue
Dade City, FL 33523-3894

P.O. Box 338
New Port Richey, FL 34656-0338

Office Locations

Robert D. Sumner Judicial Center
38053 Live Oak Avenue, Suite 205
Dade City, FL 33523-3894

West Pasco Judicial Center
7530 Little Road, Suite 106
New Port Richey, FL 34654

East Pasco Government Center
14236 Sixth Street, Suite 201
Dade City, FL 33523

West Pasco Government Center
8731 Citizens Drive, Suite 220
New Port Richey, FL 34654

East Pasco Records Center
38319 McDonald Street
Dade City, FL 33525

West Pasco Records Center
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8902 Government Drive
New Port Richey, FL 34654

Dade City: (352) 521-4542
New Port Richey: (727) 847-8031

www.pascoclerk.com

Excellence...Always

December 14, 2018

Laura Howe
Senior Management Consultant
PFM Financial Advisors
300 South Orange Avenue, Suite 1170
Orlando, FL 32801

RE: Resolution - General Obligation Bonds - Jail Projects
C27 OMB19-0013

Dear Ms. Howe:

At the Pasco County Board of County Commissioners meeting of December 11, 2018, the above mentioned agenda item was approved. Attached is a certified copy of the Resolution for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, click on "Transparency" under the "How can we help?" search bar of the home page, click on "Agendas & Minutes," select the meeting date from the list, click on "Agenda," click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L. Floyd
Records Clerk I
Board Records

Enclosure

C27

Floyd, Jessica

From:	Floyd, Jessica
Sent:	Friday, December 14, 2018 9:24 AM
To:	'ddraper@bmolaw.com'; 'howel@pfm.com'
Cc:	Schmidt, Donalee; Egbert, Shannon
Subject:	BCC 12/11/2018 - C27 OMB19-0013; C28 OMB19-0014; C29 OMB19-0015; and C30 OMB19-0016 - General Obligation Bonds
Attachments:	C27 OMB19-0013 - Certified Resolution - General Obligation Bond - Jail Projects.pdf; C28 OMB19-0014 - Certified Resolution - General Obligation Bond - Fire-Rescue Projects.pdf; C29 OMB19-0015 - Certified Resolution - General Obligation Bond - Parks and Recreation.pdf; C30 OMB19-0016 - Certified Resolution - General Obligation Bond - Library Projects.pdf

Good morning,

Attached please find documents pertaining to the above mentioned Agenda items which were approved at the December 11, 2018 BCC meeting. If you have any questions, please contact me.

Have a great day.

PLEASE REPLY TO ALL

Jessica Floyd
Records Clerk I
Board Records Division

Office of Paula S. O'Neil
Clerk & Comptroller, Pasco County
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, Fl 33525
(352) 521-4274 ext. 4340
jfloyd@pascoclerk.com

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PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: ALL **FILE NO.**: PU20-0020 **DATE**: 1/28/2020

SUBJECT: Approve Authorization to Shortlist and Negotiate Agreements with Shortlisted firms for RFP-KM-20-032 (Construction Manager at Risk Services for Pasco County Jail Expansion) – Moss & Associates, LLC; Ajax Company, Inc.; and Gilbane Building Company – No Funding Required

THRU: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

FROM: Stacey Ziegler, Internal Services, Purchasing Director

RECOMMENDED BOARD ACTION:
Approve the Evaluation Committee's recommendation to shortlist Moss & Associates, LLC (Moss); Ajax Company, Inc. (Ajax); and Gilbane Building Company (Gilbane); and authorize negotiations with top-ranked firm, Moss in order to secure an agreement for a Construction Manager at Risk (CMAR) for the Pasco County Jail Expansion. If an agreement cannot be reached with Moss, authorize negotiations with next ranked firm, Ajax.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:
On October 29, 2019, at the request of the Facilities Management Department, the Purchasing Department solicited a request for proposals (RFP) for Construction Manager at Risk Services for Pasco County Jail Expansion. The specifications were prepared by the Facilities Management Department. All provisions of the Purchasing Ordinance have been met.

On December 10, 2019, all responses received were publicly opened with the names of the responding firms being read. One hundred and fifty-one vendors received automatic e-mail notices; eleven of which were from Pasco County. Forty-nine vendors manually searched for the solicitation and viewed the documents; two of which were from Pasco County. Five responses were received; none of which were from Pasco County.

A five-member committee evaluated the subject responses. The committee members were Erik Breitenbach, Assistant County Administrator (Internal Services); Andrew Baxter, Facilities Management Director; Thomas Pyche, Chief Project Manager; Kimberly Riggans, Lieutenant – Pasco County Sheriff's Office; Timothy Ceresoli, Captain – Pasco County Sheriff's Office.

On January 8, 2020, at a properly noticed public meeting, the Evaluation Committee discussed and carefully considered each proposer's qualifications and experience. The Evaluation Committee thereafter scored the five responsive firms and requested that the top three firms be invited back for oral presentations. The order of presenting firms after the written evaluations were as follows: Gilbane, Moss and Ajax.

On January 27, 2020, at a properly noticed public meeting, the Evaluation Committee listened to and ranked oral presentations from the above noted firms. After oral presentations, the ranking was as follows: Moss, Ajax and Gilbane.

Upon Board of County Commissioners (BCC) approval, the Facilities Management Department can begin meaningful discussions with the top-ranked firm Moss, in hopes of securing an agreement. The resulting agreement is planned to be presented to the BCC for approval on or before April 7, 2020.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding will be requested when the resulting Agreement is presented to the BCC for approval and execution. Funding is not required for this recommendation.

DISTRIBUTION:
None.

ATTACHMENT(S):
1. Proposal – Moss & Associates
2. Proposal – Ajax Building Company, Inc.
3. Proposal – Gilbane Building Company
4. Proposal – J.E. Dunn Construction Company
5. Proposal – Wharton-Smith, Inc.
6. Solicitation – RFP-KM-20-032
7. Summary Scoring Sheet – Evaluation Committee Meeting
8. Summary Ranking Sheet – Evaluation Committee Oral Presentations
9. Download History
10. Division of Corporations- Sunbiz for all 5 vendors
11. Proof of Publication

cc: Stacey M. Ziegler, Director, Purchasing Director

EKB/SZ/km PU20-0020 Approve Authorization to Shortlist and Negotiate Agreements with Shortlisted firms for RFP-KM-20-032 (Construction Manager at Risk Services for Pasco County Jail Expansion) – Moss & Associates, LLC, Ajax Company, Inc. and Gilbane Building Company – No Funding Required

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

THIS DOCUMENT HAS BEEN REVISED

COMMISSION DISTRICT: 2 **FILE NO.**: FAC20-1023 **DATE**: 4/28/20

SUBJECT: Approve Agreement RFP-KM-20-032 - Moss & Associates, LLC - Construction Manager At Risk Services for Pasco County Jail Expansion - $431,477.00

REFERENCE: Agenda Memorandums OMB18-0023, OMB19-0013, and PU20-0020

THRU: Erik K. Breitenbach, Assistant County Administrator (Internal Services)

FROM: Andrew W. Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:
Approve the award of a Construction Manager at Risk Agreement (Agreement) to Moss & Associates, LLC (Moss) under RFP-KM-20-032 for Construction Management At Risk Services for the Pasco County Jail Expansion (the Project), and authorize the Phase 1 Pre-Construction Services for the Project in the amount of $431,477.00. Approve the delegation of authority to the County Administrator to approve allowance expenditures and change orders to the Agreement that are within the County Administrator's authority under $50,000.00. Authorize the Chairman to execute the two original Agreements provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:
On June 19, 2018, the Board of County Commissioners (BCC) approved Ordinance No. 18-20 authorizing the inclusion of a bond referendum for Pasco County, Florida General Obligation Bonds, Series 2019 (Jail Projects/Improvements) (the "Series 2019 Bonds") on the November Mid-Term Election ballot (Memorandum OMB18-0023).

On December 11, 2018, the BCC approved a Resolution authorizing the issuance of General Obligation Bonds for Jail Projects/Improvements, in an Aggregate Principal Amount Not-to-Exceed $132,150,000.00 (Memorandum OMB19-0013).

On October 29, 2019, at the request of the Facilities Management Department, the Purchasing Department solicited a request for proposals (RFP) for Construction Manager at Risk Services for the Pasco County Jail Expansion.

On December 10, 2019, all responses received were publicly opened with the names of the responding firms being read. A five-member committee evaluated the subject responses. The committee members were Erik Breitenbach, Assistant County Administrator (Internal Services); Andrew Baxter, Facilities Management Director; Thomas Pyche, Chief Project Manager; Kimberly Riggans, Lieutenant – Pasco County Sheriff's Office; and Timothy Ceresoli, Captain – Pasco County Sheriff's Office (Evaluation Committee).

On January 8, 2020, at a properly noticed public meeting, the Evaluation Committee discussed and carefully considered each proposer's qualifications and experience. The Evaluation Committee

thereafter scored the five responsive firms and requested that the top three firms be invited back for oral presentations. The order of presenting firms after the written evaluations were as follows: Gilbane Building Company (Gilbane); Moss & Associates, LLC (Moss); and Ajax Company, Inc. (Ajax).

On January 27, 2020, at a properly noticed public meeting, the Evaluation Committee listened to and ranked oral presentations from the above noted firms. After oral presentations, the ranking was as follows: Moss, Ajax, and Gilbane.

On February 18, 2020, the BCC authorized the Facilities Management Department to begin meaningful discussions with the top-ranked firm Moss, in order to secure an agreement (Memorandum No. PU20-0020).

Moss will provide construction management at risk services for the Pasco County Jail Expansion. The Agreement divides the Project into two (2) phases with the first being Pre-Construction Services. This initial phase involves the finalization of the design and the development of cost estimates for the construction of the Project. If the parties agree to a Guaranteed Maximum Price (GMP) within the total Project budget approved by the BCC, the second phase (Construction Phase) involving the actual construction and build-out of the Project will commence. The Phase 1 Pre-Construction proposal included with the Agreement authorizes $431,477.00 to compensate Moss for assisting in finalizing the design development stage for the Project and preparing estimates for the work required to establish a GMP for the Project. Once the GMP is finalized, which falls within the overall Project budget allotted by the BCC for this Project, an amendment to the Agreement (the GMP Amendment) for the Construction Phase of the Project shall be presented for approval. Should the parties not be able to agree on a GMP, the Agreement can be terminated. The County's only financial obligation to Moss should such situation arise would be limited to the fee for their Pre-Construction Services.

The Facilities Management Department, with concurrence from the Purchasing Department, requests award to Moss for Construction Manager at Risk Services for the Pasco County Jail Expansion.

The anticipated schedule and budget for this project is:

Project Activity	**Schedule**		**Budget**
	Start	**Finish**	**Amount**
Design	Spring 2020	Summer 2024	$9,117,629.00
Construction	Fall 2021	Summer 2024	$108,000,000.00
Total Cost			$117,117,629.00

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $431,477.00 is available in GO Bond Capital Projects, Sheriff Law Enforcement.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original
2. Mail One Original to:

Mr. Bob L. Moss
Moss & Associates, LLC
2101 North Andrews Avenue
Ft. Lauderdale, FL 33311
Federal ID No. 73-1699834

ATTACHMENTS:

1. Agreement RFP-KM-20-032 (Two Originals)
2. Division of Corporations – Sunbiz
3. Memorandum OMB18-0023
4. Memorandum OMB19-0013
5. Memorandum PU20-0020
6. Location Map
7. Requisition

AWB/EKB/ck S:\Facilities Management Documents\ADMIN & SUPPORT DIVISION\MEMOS LTRS & AGENDAS FY 2020\AGENDAS\FAC20-1023 Pasco County Jail Expansion\Agenda FAC20-1023_wcag.docx

REVISED

PASCO COUNTY FLORIDA
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BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** FAC20-1023 **DATE:** 6/1/2020

SUBJECT: Approve Agreement RFP-KM-20-032 - Moss & Associates, LLC - Construction Manager At Risk Services for Pasco County Jail Expansion - $431,477.00

REFERENCE: Agenda Memorandums OMB18-0023, OMB19-0013, and PU20-0020

THRU: Erik K. Breitenbach, Assistant County Administrator (Internal Services)

FROM: Andrew W. Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:
Approve the delegation of authority to the County Administrator to finalize and execute a Construction Manager at Risk Agreement with Moss & Associates, LLC (Moss) under RFP-KM-20-032 for Construction Management At Risk Services for the Pasco County Jail Expansion (the Project) (Agreement), and authorize the Phase 1 Pre-Construction Services for the Project in the amount of $431,477.00, contingent upon receipt of executed contracts from Moss and review by the County Attorney's Office for legal sufficiency. Approve the delegation of limited authority to County representatives listed in the Agreement to approve up to certain dollar amounts for expenditures from Contingency and for the County Administrator to approve change orders to the Agreement for additional time and in an amount not to exceed $100,000 over the Guaranteed Maximum Price as specified in the Agreement during the Construction Phase of the Project. Upon receipt of executed contracts and verification of insurance from Moss, authorize the County Administrator to execute the two original Agreements provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:
On June 19, 2018, the Board of County Commissioners (BCC) approved Ordinance No. 18-20 authorizing the inclusion of a bond referendum for Pasco County, Florida General Obligation Bonds, Series 2019 (Jail Projects/Improvements) (the "Series 2019 Bonds") on the November Mid-Term Election ballot (Memorandum OMB18-0023).

On December 11, 2018, the BCC approved a Resolution authorizing the issuance of General Obligation Bonds for Jail Projects/Improvements, in an Aggregate Principal Amount Not-to-Exceed $132,150,000.00 (Memorandum OMB19-0013).

On October 29, 2019, at the request of the Facilities Management Department, the Purchasing Department solicited a request for proposals (RFP) for Construction Manager at Risk Services for the Pasco County Jail Expansion.

On December 10, 2019, all responses received were publicly opened with the names of the responding firms being read. A five-member committee evaluated the subject responses. The committee members were Erik Breitenbach, Assistant County Administrator (Internal Services); Andrew Baxter,

Facilities Management Director; Thomas Pyche, Chief Project Manager; Kimberly Riggans, Lieutenant – Pasco County Sheriff's Office; and Timothy Ceresoli, Captain – Pasco County Sheriff's Office (Evaluation Committee).

On January 8, 2020, at a properly noticed public meeting, the Evaluation Committee discussed and carefully considered each proposer's qualifications and experience. The Evaluation Committee thereafter scored the five responsive firms and requested that the top three firms be invited back for oral presentations. The order of presenting firms after the written evaluations were as follows: Gilbane Building Company (Gilbane); Moss & Associates, LLC (Moss); and Ajax Company, Inc. (Ajax).

On January 27, 2020, at a properly noticed public meeting, the Evaluation Committee listened to and ranked oral presentations from the above noted firms. After oral presentations, the ranking was as follows: Moss, Ajax, and Gilbane.

On February 18, 2020, the BCC authorized the Facilities Management Department to begin meaningful discussions with the top-ranked firm Moss, in order to secure an agreement (Memorandum No. PU20-0020).

Moss will provide construction management at risk services for the Pasco County Jail Expansion. The Agreement divides the Project into two (2) phases with the first being Pre-Construction Services. This initial phase involves the finalization of the design and the development of cost estimates for the construction of the Project. If the parties agree to a Guaranteed Maximum Price (GMP) within the total Project budget approved by the BCC, the second phase (Construction Phase) involving the actual construction and build-out of the Project will commence. The Phase 1 Pre-Construction proposal included with the Agreement authorizes $431,477.00 to compensate Moss for assisting in finalizing the design development stage for the Project and preparing estimates for the work required to establish a GMP for the Project. Once the GMP is finalized, which falls within the overall Project budget allotted by the BCC for this Project, an amendment to the Agreement (the GMP Amendment) for the Construction Phase of the Project shall be presented for approval. Should the parties not be able to agree on a GMP, the Agreement can be terminated. The County's only financial obligation to Moss should such situation arise would be limited to the fee for their Pre-Construction Services.

The Agreement also includes the delegation of authority to approve requests for the release of contingency amounts during the Construction Phase of the Project on a per request basis as follows: the Facilities Director for up to $25,000; Assistant County Administrator, Public Services for up to $50,000 and the County Administrator for up to the amount of the contingency included in the GMP. The County Administrator is also authorized to approve time extensions as provided for under the Agreement and Change Orders up to a total cumulative amount of $100,000 over and above the GMP.

The Facilities Management Department, with concurrence from the Purchasing Department, requests award to Moss for Construction Manager at Risk Services for the Pasco County Jail Expansion.

The anticipated schedule and budget for this project is:

Project Activity	Schedule		Budget
	Start	Finish	Amount
Design	Spring 2020	Summer 2024	$9,117,629.00
Construction	Fall 2021	Summer 2024	$108,000,000.00

Project Activity	Schedule	Budget
Total Cost		$117,117,629.00

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $431,477.00 is available in GO Bond Capital Projects, Sheriff Law Enforcement.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original
2. Mail One Original to:

Mr. Bob L. Moss
Moss & Associates, LLC
2101 North Andrews Avenue
Ft. Lauderdale, FL 33311
Federal ID No. 73-1699834

ATTACHMENTS:
1. Agreement RFP-KM-20-032 (Two Originals)
2. Division of Corporations – Sunbiz
3. Memorandum OMB18-0023
4. Memorandum OMB19-0013
5. Memorandum PU20-0020
6. Location Map
7. Requisition

AWB/EKB/ck S:\Facilities Management Documents\ADMIN & SUPPORT DIVISION\MEMOS LTRS & AGENDAS FY 2020\AGENDAS\FAC20-1023 Pasco County Jail Expansion\Agenda FAC20-1023_wcag.docx

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** FAC20-1023 **DATE:** 6/2/2020

SUBJECT: ITEM REVISION : Approve Agreement RFP-KM-20-032 - Moss & Associates, LLC - Construction Manager At Risk Services for Pasco County Jail Expansion - $431,477.00

FROM: Andrew W. Baxter, Facilities Management Director

This memorandum is to formally advise that the following revisions have been made to this Agenda Document :

Original Recommended Action:
Approve the award of a Construction Manager at Risk Agreement (Agreement) to Moss & Associates, LLC (Moss) under RFP-KM-20-032 for Construction Management At Risk Services for the Pasco County Jail Expansion (the Project), and authorize the Phase 1 Pre-Construction Services for the Project in the amount of $431,477.00. Approve the delegation of authority to the County Administrator to approve allowance expenditures and change orders to the Agreement that are within the County Administrator's authority under $50,000.00. Authorize the Chairman to execute the two original Agreements provided, and direct Board Records to distribute as set forth under the Distribution section below.

New Recommended Action:
Approve the delegation of authority to the County Administrator to finalize and execute a Construction Manager at Risk Agreement with Moss & Associates, LLC (Moss) under RFP-KM-20-032 for Construction Management At Risk Services for the Pasco County Jail Expansion (the Project) (Agreement), and authorize the Phase 1 Pre-Construction Services for the Project in the amount of $431,477.00, contingent upon receipt of executed contracts from Moss and review by the County Attorney's Office for legal sufficiency. Approve the delegation of limited authority to County representatives listed in the Agreement to approve up to certain dollar amounts for expenditures from Contingency and for the County Administrator to approve change orders to the Agreement for additional time and in an amount not to exceed $100,000 over the Guaranteed Maximum Price as specified in the Agreement during the Construction Phase of the Project. Upon receipt of executed contracts and verification of insurance from Moss, authorize the County Administrator to execute the two original Agreements provided, and direct Board Records to distribute as set forth under the Distribution section below.

AWB/EKB/ck/br

Cc: Donalee Schmidt, Clerk Operations Supervisor
Shannon Egbert, Lead
Katie McCormick, Board Records
Jordan French, Agenda Coordinator

CONTRACT FOR PASCO COUNTY JAIL EXPANSION-

RFP-KM-20-032

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CONSTRUCTION MANAGEMENT AT RISK AGREEMENT

THIS Agreement is made and entered into by and between the Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter designated as the "COUNTY", and Moss & Associates, LLC(hereinafter designated as "Construction Manager"), a Florida Corporation, whose primary business address is 2101 N. Andrews Avenue, Fort Lauderdale, FL 33311 to perform all work ("Work") in connection with the management and construction required for the expansion and renovation of the Pasco County Jail Addition the ("Project"), located in Land O'Lakes, Pasco County, Florida, said Work being set forth in the plans and specifications being prepared by Hellmuth, Obata & Kassabaum (HOK), the Engineer of Record ("Design Professional"), and all other Contract Documents hereafter specified.

NOW THEREFORE, the COUNTY and Construction Manager, for the consideration set forth herein, agree as follows:

Section 1. Contract Documents

The Contract Documents consist of this Agreement, the Exhibits described in Section 8 hereof, and any duly executed and issued addenda, Change Orders, Construction Change Directives, Field Orders and amendments relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project ("Construction Documents") being prepared by Design Professional, but only after said Construction Documents have been completed by Design Professional and approved in writing by the COUNTY. All of the foregoing Contract Documents are sometimes collectively referred to herein as the "Contract".

The COUNTY shall furnish Construction Manager with one (1) sealed copy and one (1) reproducible set of the Construction Documents. Any additional copies of Construction Documents, required by Construction Manager for execution of the Work, shall be made by Construction Manager. The reproducible set of the Construction Documents shall be returned to the COUNTY upon final acceptance of the Work or termination of the Contract, whichever occurs first. Provided, however, the act of the COUNTY in furnishing Construction Manager a reproducible set of Construction Documents for Construction Manager's convenience and such furnishing by the COUNTY shall not be deemed to be a waiver by the COUNTY or the Design Professional of any copyright, patent or license they may have with respect to the Construction Documents. All such copyrights, patents and licenses relating to said Construction Documents are hereby expressly reserved by the COUNTY and the Design Professional.

In cases of conflict between Contract Documents, the order of precedence of the Contract Documents shall be as follows:

a. Change Orders and other Contract Modifications to this Agreement

b. This Agreement and all Exhibits, appendices and schedules attached hereto

c. The completed Construction Documents, as approved in writing by the County.

In addition, detailed plans shall take precedence over general plans for the same part of the Work. Specifications and detail plans which may be prepared or approved by the COUNTY after the execution of the Agreement and which may be fairly inferred from the original specifications and plans are to be deemed a part of such specifications and plans, and that portion of the Work shown thereby shall be performed without any change in the GMP Price or Project Schedule. With respect to conflicts between large scale drawings and small-scale drawings, the larger scale drawing shall govern.

To the extent the order of precedence above does not address certain items, and where compliance with two or more requirements is indicated in any of the enumerated Contract Documents and where these requirements within the Contract Documents conflict in quantity or quality, the Construction Manager shall be required to put the COUNTY on notice in writing of such conflict for the COUNTY's determination, within forty-eight (48) hours thereafter, of which requirement should apply, unless specifically indicated otherwise in the Contract Documents.

Section 2. Scope of Work

The Scope of Work to the completed under this Agreement is defined as the construction of a new addition to the COUNTY'S existing detention facility located on COUNTY owned property in Land O'Lakes, Florida for the purpose of adding, at the minimum, an increased occupancy capacity of one thousand (1,000) beds and associated facilities to the existing jail facility located adjacent to the Project site (hereinafter the "Project"). Construction Manager shall endeavor to construct the work required for the Project in such a manner as will not, or minimally impact, impede or in any way preclude the ability of the existing jail facility to remain fully operational during the construction of the Project. However, the parties acknowledge that some impact will occur. The Scope of Work to be provided for the Project is specifically required to include the following minimum components:

2.1 Main Housing Area:

- Single, double, and multiple occupancy secure cells for general population inmates of different classifications;
- Capacity to house one thousand (1,000) beds;
- Single confinement cells for male and female populations with solid doors, window and food chute;
- Consideration for classification housing to include First Appearance equipment/space;

- Classroom/program space;
- Treatment rooms;
- Interview rooms; and
- Capacity for direct supervision

2.2 Juvenile Housing Area:
- Single cell lockdown areas, single, double, and multiple occupancy secure cells;
- Classroom/program room;
- Attorney room; and
- Visitation areas.

2.3 Centralized Intake and Booking Center that can accommodate :
- One hundred and fifty (150) daily arrests and releases;
- Law enforcement officer workspace;
- Medical Reception and Clinic Areas;
- Secure interview rooms; and
- Transport holding cells.

2.4 Central Support Capacity Facilities (includes all expansions noted):
- Industrial warehouse style multi-use structures;
- Administrative offices for support services;
- Food service;
- Full kitchen with consideration of gas and/or electrical;
- Pantry for dry goods;
- Refrigeration and freezer;
- Bakery equipment; and
- Culinary Training.
- Laundry
- Complete wash, dry and fold services
- Storage
- Maintenance and storage

2.5 Commissary

2.6 Departmental Warehouse

2.7 Increased Secure Programs Space

2.8 Inmate Property Room

2.9 Medical Center
- Treatment areas
- Doctors'/medical offices

- Individual and group secure holding areas
- Negative pressure isolation rooms
- Impact resistant cells

2.10 Multi-Purpose Loading Docks.

2.11 Secure Sally-Ports; must accommodate full size buses.

2.12 Separate Elevators for Civilian/Inmate Movement; freight size.

2.13 Secure facility fencing with entry check point.

2.14 Adequate facility parking.

2.15 Video Visitation Area off-site.

2.16 All Video Surveillance Equipment.

2.17 Emergency back-up to support existing, expansion and renovation load.

2.18 Establishment of a master storm water system for the entire public safety campus to adequately support the storm water needs for the campus' present and projected facilities while maximizing buildable land.

2.19 **Project Budget.**

The COUNTY's total Project Budget for construction is one hundred and nine million dollars and 00/100 .00 ($109,000,000.00). The overall Contract Amount (which includes the Pre-Construction Phase Fee and the Guaranteed Maximum Price) cannot exceed the Project budget established by the COUNTY.

2.20 **Project Phases**. The Work to be provided by Construction Manager pursuant to this Contract shall be performed essentially in two phases. Those phases are the Pre-Construction Phase Services and Construction Phase Services. At the discretion of the COUNTY, those two phases may overlap.

A. **Pre-Construction Phase Services.** The Construction Manager shall review and comment upon the Construction Documents developed by Design Professional. The scope of that review shall include, but not be limited to, reviewing those various documents for value engineering and constructability. During the Pre-Construction Phase, Construction Manager agrees to attend any and all design and preconstruction conferences as requested by the COUNTY and to otherwise assist and cooperate with Design Professional with respect to the design of the Project.

The County's Project Team, in conjunction with the Design Professional and the Construction Manager will refine the scope of the Project during the initial design stage to be consistent with the COUNTY's Project Budget.

The Construction Manager shall also attend Utility Coordination meetings and assist the COUNTY with responding to inquiries from any other regulatory agency regarding Pre- Construction aspects of this Project.

When the COUNTY and Construction Manager agree that the design of the Project is sufficiently developed and documented to allow detailed pricing, Construction Manager shall develop, prepare and submit a Guaranteed Maximum Price Proposal to the COUNTY in accordance with Exhibit K. The COUNTY shall accept such Guaranteed Maximum Price within thirty days of the date of the receipt unless such time is mutually extended. If the COUNTY does not accept the GMP within the time period herein provided, such proposal shall be presumed to be rejected by the COUNTY and the Construction Manager shall be entitled to payment for all Pre-Construction Phase services in the amount indicated in Section 4, A of the Agreement.

Construction Manager shall provide all other services during the Pre-Construction Phase of the Project as set forth in Exhibit A, Article 8.

B. **Construction Phase Services.** After the Construction Documents have been sufficiently completed by Design Professional and approved by the COUNTY for all of the Work (or such portions thereof as may be designated by the COUNTY in writing), and the COUNTY and Construction Manager have agreed in writing upon the Guaranteed Maximum Price to be paid Construction Manager and the Contract Time for the Work (or designated portions thereof) as hereafter provided, Construction Manager shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all of the terms and conditions of the Contract Documents. It is recognized and agreed that any review or input of the design portions of the Contract Documents are made in Construction Manager's capacity as a contractor and not as a licensed design professional and shall not be considered professional design services.

Section 3. Relationship of Parties

3.1 Communications During Project

The parties acknowledge that clear lines of communication and defined scope authority between representatives of the COUNTY and the Construction Manager and the Construction Manager and the Design Professional and the County are essential to the successful

completion of the Project. The Construction Manager, prior to commencement of the Construction Phase Services, shall prepare and submit for the COUNTY's review and acceptance a proposed communication plan for use during the Project. This communication plan shall contain, at a minimum, procedures for the enhancement of communication and cooperation between the COUNTY, the Construction Manager, the Design Professional, separate contractors, inspectors and other consultants and subcontractors on the Project, as well as procedures for the speedy and efficient resolution for implementing, documenting, reviewing and processing field questions and responses, field variance authorizations and directives, minor changes, Construction Change Directives, Field Directives, and Change Orders.

3.2 Construction Manager's Obligations

The Construction Manager accepts the relationship of trust and confidence established by this Agreement. The Construction Manager covenants with the COUNTY to cooperate with the Design Professional; to utilize the Construction Manager's best skill, efforts and judgment in furthering the interest of the COUNTY; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of the COUNTY, and the Contract terms and conditions. Further, the Construction Manager acknowledges that (i) it has represented to the COUNTY that it has specific expertise in the planning, management and construction of projects of similar size, cost and complexity and (ii) that such representation is a material inducement to the COUNTY to enter into this Contract.

3.3 Construction Manager's Project Representative

Construction Manager hereby designates Jeffrey Sellers as its Project Executive, with full authority to bind and obligate the Construction Manager on all matters arising out of or relating to the Work or the Contract Documents. Construction Manager agrees that the Project Executive shall devote whatever time is required to satisfactorily manage the Work and further agrees that the Project Executive shall not be removed or replaced by Construction Manager without the COUNTY's prior approval, which approval shall not be unreasonably withheld.

3.4 COUNTY's Project Representatives

The COUNTY has established a Leadership Team ("LT") to oversee the development of the Project. It consists of individuals from the Pasco Sheriff's Office (PSO) and the Facilities Management Department Director ("Director") & staff ("COUNTY Project Manager"). While the input of the PSO is crucial to the successful completion of the Project, the COUNTY's representatives will serve as the final decision maker as indicated below. The Construction Manager shall coordinate all correspondence, submittals, applications for payment, requests for information, change orders, claims and any other requests or documents through the

Design Professional , and the COUNTY's Project Manager, unless otherwise specified in this Agreement.

The Director, in coordination with the Design Professional, is authorized, to determine or answer, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and/or as to the interpretation of the Work to be performed the Contract Documents.

The Construction Manager shall be bound by all determinations or orders as communicated by the COUNTY's Director or his designee, the COUNTY Project Manager and shall promptly respond to requests of the COUNTY's Project Manager and/or Design Professional, including the withdrawal or modification of any previous order, and regardless of whether the Construction Manager agrees with the COUNTY's determination or requests. Where requests are made orally, the COUNTY's Project Manager and/or Design Professional will follow up in writing, as soon thereafter as is practicable.

The COUNTY's Director and /or Project Manager shall have authority to act on behalf of the COUNTY to the extent provided by the Agreement, unless otherwise modified in writing by the COUNTY. All instructions to the Construction Manager shall be issued in writing. All instructions to the Construction Manager shall be issued through the Director or the COUNTY's Project Manager.

The COUNTY's Project Manager and Design Professional shall have access to the Project Site during normal work hours, unless access is required by the COUNTY due to health, safety or welfare of the COUNTY or the public. The Construction Manager shall provide safe facilities for such access so the COUNTY's Project Manager and Design Professional may perform their functions under the Agreement. The COUNTY's Project Manager and Design Professional will make periodic visits to the Work Site to become generally familiar with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Contract Documents.

Construction Manager shall be responsible for/and in full control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and shall carry out the Construction Work in accordance with the Contract Documents.

The COUNTY's Project Manager will have authority to reject Construction Work that does not conform to the Contract Documents requirements. Whenever, in his or her reasonable opinion, it is considered necessary or advisable to ensure the proper implementation of the Contract Documents, the COUNTY's Project Manager will have authority to require special inspections or testing of the Construction Work, whether or not such Construction Work is fabricated, installed or completed. Neither the COUNTY's Project Manager's and

Consultant's authority to act under this Article, nor any decision made by him/her in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the COUNTY's Project Manager and Consultant to the Construction Manager, any Subcontractor, Subconsultant, supplier or any of their agents, employees, or any other person performing any of the Construction Work.

The COUNTY also reserves the right to utilize a private company under contract with the COUNTY to provide on-site construction examination and observation services for the Project. Such services are intended to be additional services and are not intended to and shall not be construed to supplant or alter the role and responsibilities of the COUNTY Project Manager, Design Professional or the Construction Manager. While this company will represent the COUNTY at the site, the company and its employees have no authority to authorize changes or deviations from the Contract Documents.

All interpretations and recommendations of the Director, the COUNTY's Project Manager and the Design Professional shall be consistent with the intent of the Contract Documents. The Director, the COUNTY's Project Manager and the Design Professional will not be responsible for the acts or omissions of the Construction Manager, or anyone employed or contracted directly or indirectly by the Construction Manager including any Subcontractor, Subconsultant, or any of their agents or employees, or any other persons performing any of the Work.

Wherever the terms of this Contract refer to some action, consent, or approval (excluding approvals of Change Orders, Construction Change Directive or amendments to the Contract) to be provided by the COUNTY or some notice, report or document is to be provided to the COUNTY, such reference to "the COUNTY" shall mean the COUNTY's Board of County Commissioners or their designee, the County Administrator or the County Administrator's designee (to the extent such designee has been expressly authorized by the COUNTY)for this Agreement. For purposes of this Agreement, the COUNTY representatives listed herein shall have the following level of authority to approve Construction Change Directive or Authorization for Contingency Releases: COUNTY's Facilities Director up to $25,000; Assistant County Administrator for Internal Services up to $50,000 and the County Administrator up to the full amount of the contingency amount included in the GMP. The County Administrator shall also have the authority to approve a Change Order or amendment to the Agreement for additional time for up to ninety(90) days and/or for an amount not to exceed $100,000 of the cost of the Project (specifically, the GMP).

Section 4. Contract Amount

In consideration of the full and faithful performance by Construction Manager of the covenants in this Contract, the COUNTY agrees to pay, or cause to be paid, to Construction Manager the following amounts (herein "Contract Amount"), in accordance with the terms of this Contract:

A. Pre-Construction Phase Services. For all Pre-Construction Phase Services, enumerated in this Agreement and in Exhibit A, Article 8 Construction Manager shall

receive compensation as follows:

- Lump Sum in the amount of four hundred thirty one thousand four hundred and seventy seven dollars, ($ 431,477.00):
- Invoices shall be submitted to the COUNTY for the percentage of the pre-construction services completed on a monthly basis.

B. Construction Phase. With respect to the Construction Phase Services to be provided by Construction Manager hereunder, the COUNTY shall:

- reimburse Construction Manager for the Cost of the Work (as that term is defined hereafter); pay the Construction Manager a Construction Manager's Fee to be negotiated for the completion of the Construction Phase services; and
- pay the Construction Manager a lumpsum amount to be negotiated for the Cost of General Conditions at the site during the Construction Phase of the Project.

The Construction Manager's Fee shall be the Construction Manager's total compensation for all overhead not reimbursable as Cost of the Work under Section 5.A. below, as well as the Construction Manager's total profit for the Construction Phase Services. The Construction Manager agrees to provide the COUNTY with a Guaranteed Maximum Price (GMP) proposal for the total sum of the Construction Manager's Fee, plus the Cost of the Work (including General Conditions), plus the Construction Manager's Contingency within 60 calendar days after the Construction Documents in the opinion of the COUNTY and Construction Manager are sufficiently completed by Design Professional and approved in writing by the COUNTY. The GMP shall be based on actual subcontractor cost proposals as negotiated with the various subcontractors. Further, the proposal shall be broken down into the categories and level of detail required by the COUNTY. The Construction Manager agrees that all its books, records and files, with respect to its development of the GMP proposal, shall be open to the COUNTY for review and copying. The final guaranteed maximum price shall be mutually agreed upon by the COUNTY and Construction Manager and shall be set forth in the GMP Amendment . The form for the GMP Amendment is attached hereto as Exhibit K.

The Construction Manager shall provide a detailed breakdown acceptable to the COUNTY of its GMP proposal, as well as for the final GMP. The Construction Manager guarantees that in no event shall the sum of the Construction Manager's Fee, the total Cost of the Work (including General Conditions), and the Construction Manager's Contingency exceed the GMP, however, the GMP may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives. In the event the Construction Manager and the COUNTY fail to reach an agreement on the GMP, the COUNTY may elect to terminate this Contract. In the event of any such termination, the Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the Pre- Construction Phase Services; but the Construction Manager shall not be entitled to any further or additional compensation from the COUNTY, including but not limited to damages or lost profits on portions of the Work not performed

Section 5. Cost of the Work

A. **Costs to be Reimbursed.** The term Cost of the Work shall mean all costs necessarily and reasonably incurred by Construction Manager in the proper performance of the Construction Phase Services portion of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of the COUNTY only after the Construction Manager has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection A:

a. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project site or, with the COUNTY's written agreement, at off-site workshops.

b. Wages or salary of the Construction Manager's supervisory, technical, and administrative personnel who are stationed at the Project site with the COUNTY's written agreement.

c. Wages and salaries of the Construction Manager's supervisory, technical, and administrative personnel when assigned to this project and specifically working on this Project in the Construction Manager's administrative or home offices.

d. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.

e. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, vehicles, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site, whether rented from Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Manager or others, shall be subject to the COUNTY's prior written approval.

f. Cost of removal and proper disposal of debris from the Project site.

g. Costs of telegrams, long distance telephone calls, cellular telephone calls, Internet service, Information Technology services, postage and parcel delivery charges and telephone service at the Project site and reasonable petty cash expenses of the Project site office.

h. That portion of the reasonable travel and subsistence expenses of Construction Manager's personnel, assigned to the Project site, incurred while traveling outside of the Pasco County area in discharge of duties connected with the Work, provided all of such expenses and charges are consistent with the rates provided under Section 112.061, Fla. Stat. and shall be subject to the prior written approval of the COUNTY. Temporary living and travel expenses of employees who are not relocated but assigned to the Project consistent with the rates provided under Section 112.061, Fla. Stat, and upon written approval of the COUNTY.

i. Cost of reproducing and printing of materials required for the Project.

j. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which Construction Manager is liable.

k. Fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Manager is required by the Contract Documents to pay.

l. Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Contract.

m. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

n. Deposits lost for causes other than Construction Manager's fault or negligence.

o. Legal, mediation and arbitration costs, other than those arising from disputes between the COUNTY and Construction Manager, or caused by the Construction Manager's acts or omissions, reasonably incurred by Construction Manager in performance of the Work and with the COUNTY's prior written consent,

p. Costs reasonably incurred in repairing or correcting damage or nonconforming Work executed by Construction Manager, or its subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence of the Construction Manager.

q. Cost of Public Information Programs or other neighborhood functions hosted by the Construction Manager at the direction of the COUNTY.

r. Cost of site safety as provided by Construction Manager

s. Cost of documentation, inspection and testing as required for the preparation of

the Final Estimate and implementation of the Contractor Quality Control process. Bonds and insurance premiums as required by Contract.

t. Cost to protect the Work and adjacent property from loss and damage.

u. Costs of applicable insurance and bonds at a rate to be agreed to by the Parties herein.

The General Conditions will be paid as a lump sum appropriately spread over the course of the work and as defined in the GMP Amendment.

Subcontract and Material Costs.

a. Payments made by the Construction Manager to subcontractors in accordance with the requirements of the applicable written subcontracts.

b. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

c. Costs of materials described in subsection 5. A. 2. b, above, in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the COUNTY at the completion of the Work or, at the COUNTY's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales, shall be credited to the COUNTY as a deduction from the Costs of the Work.

All subcontractor costs will be documented by signed subcontractor invoices and all material costs will be documented by copies of invoices.

B. Costs Not to Be Reimbursed. The Cost of the Work shall not include the following items:

a. Except as provided in Section 5. A. 1. d. salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project site office.

b. Except as provided in the Fringe Benefits rate included in subsection 5. A.1. e, expenses of Construction Manager's principal office and offices other than the Project site office.

c. Overhead and general expenses, except as may be expressly included in subsection 5. A. 1.

d. Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work.

e. Rental costs of machinery and equipment, except as specifically provided in subsection 5. A. 1. g.

Except as expressly provided in subsection 5. A. 1. s, costs due to the negligence of Construction Manager, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.

f. Any costs not specifically and expressly described in subsection A above.

g. Costs which would cause the GMP to be exceeded (as the GMP may be adjusted pursuant to the terms herein for Change Order and Construction Change Directives.)

h. The Construction Manager is responsible, without reimbursement from the COUNTY, for re-inspection fees and costs; to the extent such re-inspections are due to the negligence of the Construction Manager.

C. Discounts, Rebates and Refunds.

a. Cash discounts obtained on payments made by the Construction Manager shall accrue to the COUNTY if (i) before making the payment, the Construction Manager included them in an application for payment and received payment therefore from the COUNTY, or (ii) the COUNTY has deposited funds with Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the COUNTY, and the Construction Manager shall make provisions so that they can be secured.

b. Amounts which accrued to the COUNTY in accordance with the provisions of subsection 5. C.1, shall be credited to the COUNTY as a deduction from the Cost of the Work.

D. Local Preference in Contracting

The Construction Manager is strongly encouraged to identify opportunities to hire qualified County residents and businesses to perform work or provide services or materials for the Project when feasible and is also encouraged to apply the local preference in purchasing adopted by the County when evaluating bids during the term of the Agreement and is expected to secure the cooperation of subcontractors in this effort as well.

Section 6. Bonds

A. Within ten (10) business days after the GMP is agreed to by the COUNTY and Construction Manager, and at or before the date the GMP Amendment is executed by the COUNTY, the Construction Manager shall provide the COUNTY with Performance and Payment Bonds, in the form prescribed in Exhibits C and D, in the amount of 100% of the total sum of the GMP, the costs of which are to be paid by the Construction Manager. The Performance and Payment Bonds must comply with the following provisions and must be otherwise acceptable to the COUNTY:

B. The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

1. The surety company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

2. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.

3. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

4. The Bonds must be fully performable in Florida, with service and venue in Pasco County, Florida.

5. The surety company shall have at least the minimum rating of A (CLASS VIII) in the latest issue of Best's Key Rating Guide:

6. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

b. In the case of a surety insurance company, in addition to the deduction for reinsurance, the amount deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

c. If the surety for any bond furnished by Construction Manager is declared bankrupt, becomes insolvent, its right to do business is terminated in the

State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Construction Manager shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and the COUNTY's approval.

d. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, Construction Manager shall record within 5 days in the Public Records of Pasco County, Florida, a copy of the Performance and Payment Bonds. The Construction Manager shall deliver within 10 days to the COUNTY a copy the recorded Bonds. The delivery of such evidence is a condition precedent to the COUNTY's obligation to make any progress payments to Construction Manager hereunder.

Section 7. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Contract. The "Pre-Construction Commencement Date" shall be established in a Notice to Proceed to be issued by the COUNTY.

B. The Construction Manager shall commence the Pre-Construction Phase Services portion of the Work within five (5) calendar days after the Pre-Construction Phase Commencement Date.

C. Any Work performed by Construction Manager prior to the Pre-Construction Phase Commencement Date shall be at the sole risk and expense of Construction Manager.

D. The "Construction Phase Commencement Date" shall be established in the GMP Amendment. Construction Manager shall commence the Construction Phase Services portion of the Work within five (5) calendar days after the Construction Phase Commencement Date. No portion of the Work, with respect to the Construction Phase Services to be provided hereunder, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by the COUNTY in writing. The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time". The Contract Time is set forth with more specificity in Paragraph B below.

E. Because the Work may be completed in more than one phase, the timely completion of each phase is critical to the timely completion of the second phase and, therefore, completion of the entire Project. Accordingly, if applicable, the Construction Manager agrees to provide the Pre- Construction Phase Services in accordance with the design schedule established pursuant to the terms of the Design Agreement. With respect to the Construction Phase Services, the GMP Amendment shall include the

date that portion of the Work associated with the Construction Phase Services must be substantially completed by the Construction Manager. That Substantial Completion date shall be established in terms of calendar days after the Construction Phase Commencement Date. In the event the Construction Manager and the COUNTY fail to reach an agreement on the Contract Time and the Substantial Completion date, the COUNTY may elect to terminate this Contract. In the event of any such termination, the Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the Pre-Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by the COUNTY; but the Construction Manager shall not be entitled to any further or additional compensation from the COUNTY, including but not limited to damages or lost profits on portions of the Work not performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where the COUNTY can occupy or utilize the Work for its intended purpose. Design Professional shall certify the date Substantial Completion of the Work is achieved. If the COUNTY has designated portions of the Work to be turned over to the COUNTY prior to Substantial Completion of the entire Work, the Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by the COUNTY within 30 calendar days after the Substantial Completion date.

F. The COUNTY and Construction Manager recognize that, since time is of the essence for this Contract, the COUNTY will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of the COUNTY's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public in Pasco County, Florida. It is hereby agreed that it is appropriate and fair that the COUNTY receive liquidated damages from Construction Manager, if Construction Manager fails to achieve Substantial Completion of the Work within the required Contract Time. Should Construction Manager fail to substantially complete the Work within the required time period, the COUNTY, upon thirty (30) days written notice to the Construction Manager, shall be entitled to assess, as liquidated damages of $5,000, but not as a penalty, for each calendar day after the missed Project Milestone thereafter until the Milestone or Substantial Completion of the entire Project is achieved.. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the COUNTY's actual damages at the time of contracting if Construction Manager fails to substantially complete the Work in a timely manner.

G. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period

falls on a Saturday or Sunday or on a day made a legal holiday by the laws of Florida, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by the COUNTY.

Section 8. Exhibits Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Supplemental Terms and Conditions
Exhibit C:	Form of Payment Bond
Exhibit D:	Form of Performance Bond
Exhibit E:	Insurance Requirements
Exhibit F:	Form of Release and Affidavits
Exhibit G:	Application for Payment/SOV
Exhibit H:	Form of Change Order / Consent of Surety to Change
Exhibit I:	Master Project Schedule Milestones
Exhibit J:	Construction Manager's Staffing Schedule
Exhibit K:	GMP Amendment to Agreement between the COUNTY and Construction Manager
Exhibit L:	Truth-In-Negotiation Certificate
Exhibit M:	Certificate of Insurance Form

In case of inconsistency ambiguity or discrepancy, between Contract Documents, the Exhibits shall govern over the Construction Management Agreement.

Section 9. Notices

All notices required or made pursuant to this Contract by the Construction Manager to the COUNTY shall be in writing and may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, (iii) by hand delivery to the appropriate address as herein provided, or (iv) by telecopy with confirmation copy to be mailed. Notices required hereunder shall be directed to the following address:

COUNTY: Pasco County- Facilities Director
Pasco County- Facilities Department
7220 Osteen Road
New Port Richey, FL 34653

Construction Manager: Moss & Associates, LLC
John Bowden, Sr. Vice President

5401 W Kennedy Blvd Suite 1060
Tampa, FL 33609

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 10. Construction Manager's Public Records Obligations.

The Construction Manager is responsible for its compliance with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the Construction Manager shall (a) keep and maintain public records required by the County to perform the service under the Agreement; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the records to the County; and (d) upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Construction Manager. Upon transfer, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this Agreement will become the property of the County. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, TAMMY HUMMER, FACILITIES MANAGEMENT AT (727) 847-834-3292, EXT. 3919, THUMMER@PASCOCOUNTYFL.NET, 7220 OSTEEN ROAD, NEW PORT RICHEY, FL 34653.

Under Florida law, a Contractor (such as the Construction Manager) who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

Section 11. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act

The Construction Manager warrants and represents that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the Construction Manager's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. The Construction Manager further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

The Construction Manager shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by the County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Construction Manager shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. ADA compliance relating to the design of the facilities included as part of the overall Project shall be the responsibility of the Consultant's design professional. The Construction Manager also has the responsibility to make sure the construction of the facilities complies with the ADA aspects of the design. The County is also an E-Verify employer and encourages all its contractors and their subcontractors to -comply with the requirements of this federal program with respect to its hiring practices. The Construction Manager shall be responsible for any fines or penalties that may be assessed or imposed on the County as a result of the Construction Manager's non-compliance relating to Work activities performed for this Project.

Section 12. Independent Contractor

The Construction Manager is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Construction Manager covenants and agrees that the Construction Manager will conduct business in a manner consistent with that status, that the Construction Manager will not claim to be an officer or employee of the County for any right or privilege applicable to an officer or employee of the County, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

The Construction Manager's staff shall not be considered employees of the County, and the Construction Manager alone shall be responsible for their Work, the direction thereof, and their compensation and benefits of any kind. Nothing in the Contract Documents shall impose any liability or duty on the County on account of the Construction Manager's acts, omissions, liabilities or obligations of those of any person, firm, company, agency association, corporation, or organization engaged by the Construction Manager as a Subcontractor, expert, Construction Manager, independent contractors, specialist, trainee, employee, servant or agent or for taxes of any nature, including, but not limited to: unemployment insurance; worker's compensation and anti-discrimination, or workplace legislation of any kind. The Construction Manager hereby agrees to indemnify and hold harmless the County against any such liabilities, to the extent they arise from actions directed or taken by the Construction Manager. Tax savings afforded to the County for Direct of Materials shall not be applicable to this section 12.

Section 13. Third Party Beneficiaries

Neither the Construction Manager nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

Section 14. Modification

No modification or amendment to the Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 15. Successors and Assigns

Subject to other provisions hereof, the Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Contract.

Section 16. Governing Law

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 17. No Waiver

The failure of The COUNTY to enforce at any time or for any period of time any one or more of the provisions of the Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 18. Each Party May Avail Itself of All Remedies

Each Party may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing. The Party's rights and remedies as set forth in the Contract Documents are not exclusive and are in addition to any other rights and remedies in law or in equity.

Section 19. Funding Availability Clause

Funding for this Agreement is contingent on the availability of County funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

Section 20. Entire Agreement

Each of the parties hereto agrees and represents that the Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Contract.

Section 21. Severability

Should any provision of the Contract be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 22. Construction

Unless the context of this Contract otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Contract and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

Section 23 Execution in Counterparts/ Effective Date

This Agreement may be executed in counterparts, the sum of which will be considered an original. An electronic copy of a party's signature will also be treated as an original for purposes of this Agreement. The effective date for purposes of this Agreement shall be considered June 19, 2020.

THE REST OF THIS PAGE LEFT DELIBERATELY BLANK

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

[SEAL]
COUNTY COMMISSIONERS ORGANIZED JUNE 2nd ATTEST 1887 PASCO COUNTY FLORIDA

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

Date: July 14, 2020

COUNTY:
BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

By: _____
Dan Biles, County Administrator

APPROVED IN SESSION
JUL 14 2020
PASCO COUNTY BCC

CONSTRUCTION MANAGER:
MOSS & ASSOCIATES, LLC

By: _____

Printed Name: Michael J Mazza

Title: President

Date: July 10, 2020

_____
Print Name of Witness:

Jeffrey V. Sellers
Print Name of Witness:

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

STATE OF Florida }
}ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 13 day of July, 2020, by (Name) Michael J. Mazza, who executed the foregoing instrument as (Title) President, of MOSS & ASSOCIATES, LLC, a limited liability company organized under the laws of (State) Florida, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of, and as the act and deed of said entity, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of said entity, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects. Signor is personally known to me or who has produced _____ as identification.

Darlene Ann Hunt
Signature of person taking acknowledgment

DARLENE ANN HUNT
Name typed, printed or stamped

Notary Public
Title or rank

GG106149
Serial number (if any)

DARLENE ANN HUNT
Commission # GG 106149
Expires September 7, 2021
Bonded Thru Troy Fain Insurance 800-365-7019

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.**: FAC20-0161 **DATE**: 7/9/20

SUBJECT: Ratify Agreement for RFP-KM-20-032 - Moss & Associates, LLC - Construction Manager At Risk Services for Pasco County Jail Expansion - $431,477.00

REFERENCE: Agenda Memorandums OMB18-0023, OMB19-0013, PU20-0020 and FAC20-1023

THRU: Erik K. Breitenbach, Assistant County Administrator (Internal Services)

FROM: Andrew W. Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:
Ratify the agreement executed by the County Administrator for the award of a Construction Manager at Risk Agreement to Moss & Associates, LLC (Moss) under RFP-KM-20-032 for Construction Management At Risk Services for the Pasco County Jail Expansion (the Project) (Agreement), effective June 19, 2020, and direct Board Records to file a fully executed original in Board Records.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:
On June 19, 2018, the Board of County Commissioners (BCC) approved Ordinance No. 18-20 authorizing the inclusion of a bond referendum for Pasco County, Florida General Obligation Bonds, Series 2019 (Jail Projects/Improvements) (the "Series 2019 Bonds") on the November Mid-Term Election ballot (Memorandum OMB18-0023).

On December 11, 2018, the BCC approved a Resolution authorizing the issuance of General Obligation Bonds for Jail Projects/Improvements, in an Aggregate Principal Amount Not-to-Exceed $132,150,000.00 (Memorandum OMB19-0013).

On October 29, 2019, at the request of the Facilities Management Department, the Purchasing Department solicited a request for proposals (RFP) for Construction Manager at Risk Services for the Pasco County Jail Expansion.

On December 10, 2019, all responses received were publicly opened with the names of the responding firms being read. A five-member committee evaluated the subject responses. The committee members were Erik Breitenbach, Assistant County Administrator (Internal Services); Andrew Baxter, Facilities Management Director; Thomas Pyche, Chief Project Manager; Kimberly Riggans, Lieutenant – Pasco County Sheriff's Office; and Timothy Ceresoli, Captain – Pasco County Sheriff's Office (Evaluation Committee).

On January 8, 2020, at a properly noticed public meeting, the Evaluation Committee discussed and carefully considered each proposer's qualifications and experience. The Evaluation Committee thereafter scored the five responsive firms and requested that the top three firms be invited back for oral presentations. The order of presenting firms after the written evaluations were as follows: Gilbane Building Company (Gilbane); Moss & Associates, LLC (Moss); and Ajax Company, Inc. (Ajax).

On January 27, 2020, at a properly noticed public meeting, the Evaluation Committee listened to and ranked oral presentations from the above noted firms. After oral presentations, the ranking was as follows: Moss, Ajax, and Gilbane.

On February 18, 2020, the BCC authorized the Facilities Management Department to begin meaningful discussions with the top-ranked firm Moss, in order to secure an agreement (Memorandum No. PU20-0020).

On June 2, 2020, the BCC authorized the delegation of authority to the County Administrator to finish negotiations with Moss for construction management at risk services for the Pasco County Jail Expansion and execute an agreement in basically the same form as the draft agreement provided with the Agenda item. Under that agreement, the Project was divided into two (2) phases with the first being Pre-Construction Services. This initial phase involves the finalization of the design and the development of cost estimates for the construction of the Project. If the parties agree to a Guaranteed Maximum Price (GMP) within the total Project budget approved by the BCC, the second phase (Construction Phase) involving the actual construction and build out of the Project will commence. The Phase 1 Pre-Construction proposal included with the Agreement authorizes $431,477.00 to compensate Moss for assisting in finalizing the design development stage for the Project and preparing estimates for the work required to establish a GMP for the Project. Once the GMP is finalized, which falls within the overall Project budget allotted by the BCC for this Project, an amendment to the Agreement (the GMP Amendment) for the Construction Phase of the Project shall be presented for approval. Should the parties not be able to agree on a GMP, the Agreement can be terminated. The County's only financial obligation to Moss should such situation arise would be limited to the fee for their Pre-Construction Services (Memorandum FAC20-1023).

Some additional changes were made to the agreement as a result of the subsequent negotiations between the parties. Substantive changes reflected in the final Agreement attached include the following:

1. Section 7.F of the Agreement – eliminated the cap on the amount of liquidated damages that could be assessed by the County.
2. Section 23 of the Agreement – added an effective date of June 19, 2020 for the Agreement and allowed for a copy of a signature to be treated as an original.
3. Signature block for the BCC Chairman modified to allow for signature by County Administrator.
4. Section 11.4 of Exhibit A of the Agreement changed cumulative delay period from 15 to 30 days.
5. Section 14.7 of Exhibit A of the Agreement- Consequential Damages provision - modified to delete mutual waiver language and allow for waiver of consequential damages by Moss in return for the County's agreement to set a limit of $1 million in consequential damages for those claims not covered by insurance, liquidated damages and termination claims as provided under the Agreement.

The terms of the Agreement shall be considered effective between the parties as of June 19, 2020, and the executed Agreement attached shall supersede and replace the prior version of the agreement provided to the BCC on June 2, 2020.

The Facilities Management Department, with concurrence from the Purchasing Department, requests ratification of the Agreement with Moss for Construction Manager at Risk Services for the Pasco County Jail Expansion.

The anticipated schedule and budget for this project is:

Project Activity	Schedule		Budget
	Start	Finish	Amount
Design	Spring 2020	Summer 2024	$9,117,629.00
Construction	Fall 2021	Summer 2024	$108,000,000.00
Total Cost			$117,117,629.00

FISCAL IMPACT/COST/REVENUE STATEMENT:
No additional funding is required at this point for this item.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original
2. Mail One Original to:
   Mr. Bob L. Moss
   Moss & Associates, LLC
   2101 North Andrews Avenue
   Ft. Lauderdale, FL 33311
   Federal ID No. 73-1699834

ATTACHMENTS:
1. Agreement RFP-KM-20-032 (Two Originals)
2. Division of Corporations – Sunbiz
3. Memorandum No. OMB18-0023
4. Memorandum No. OMB19-0013
5. Memorandum No. PU20-0020
6. Memorandum FAC20-1023
7. Requisition 3620
8. Location Map

AWB/EKB/ck S:\Facilities Management Documents\ADMIN & SUPPORT DIVISION\MEMOS LTRS & AGENDAS FY 2020\AGENDAS\FAC20-0161 Moss Agreement\Agenda FAC20-0161_wcag.docx

AGENDA SUMMARY SHEET

Meeting Type:	Pasco County Commission Pending Items
Department:	Facilities Management
Memorandum Number:	FAC20-0161

Subject:	Ratify Agreement for RFP-KM-20-032 - Moss & Associates, LLC - Construction Manager At Risk Services for Pasco County Jail Expansion - $431,477.00

Recommendation:	Approve

REVISION/ACCEPTANCE FORM

BOCC MEETING OF: 7/14/20

AGENDA ITEM #: A-C3

MEMO FILE #: FAC- 20-0161

NAME & DEPT: JANE FAGAN, CAO / ANDREW BAXTER

PHONE NUMBER: Ext. 8811, EXT 3292

NOTE THE TYPES OF REVISIONS MADE OR DOCUMENTATION LEFT

(Page Swap, Revised Memo, Revised Contract/Document, Added Documentation, Received & File Item, Proof of Publication Item, Addendum, Emergency Item)

2 ORIGINAL EXECUTED CONTRACTS - THIS ITEM NEEDS TO BE EXECUTED BY COUNTY ADMINISTRATOR

Facilities Item

"Agenda Addendum # A-C-3
Jail Addition Contract with
Moss & Associates"

FOR: Dan's signature

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** FAC21-0023 **DATE:** 12/8/2020

SUBJECT: Approve Change Order No. 1 to Construction Management at Risk Agreement RFP-KM-20-032 - Moss & Associates, LLC – Pre-Construction Management Services Related to the Upgrade the Existing Fire Alarm System - $39,725.00

REFERENCES: Agenda Memorandums OMB17-047, OMB18-0023, FAC20-1023 and FAC20-0161

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Approve Change Order No. 1 to Agreement RFP-KM-20-032 with Moss & Associates, LLC (Moss) to provide pre-construction management services associated with the replacement of the existing fire alarm system that will be compatible with the fire alarm system planned for the new facility expansion in the Not to Exceed amount of $39,725.00, for a new total fee of $471,202.00 for Fiscal Year (FY) 2021. Authorize the Chairman to execute the two originals of Change Order No. 1 provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On September 26, 2017, the Board of County Commissioners (BCC) approved the FY2018 budget that included a Facilities Non-CIP (Capital Improvement Projects) project in the amount of $130,000.00 to replace the fire alarm system in the Land O' Lakes Detention Center (Memorandum OMB17-047).

On June 19, 2018, the Board of County Commissioners (BCC) approved Ordinance No. 18-20 authorizing the inclusion of a bond referendum for Pasco County, Florida General Obligation Bonds, Series 2019 (Jail Projects/Improvements) (the "Series 2019 Bonds") on the November Mid-Term Election ballot (Memorandum OMB18-0023).

On June 2, 2020, the BCC approved the delegation of authority to the County Administrator to finish negotiations with Moss for construction management at risk services for the Pasco County Jail Expansion (Project) and execute a Construction Manager at Risk Agreement with Moss under RFP-KM-20-032 (Agreement) for Construction Management at Risk Services, and authorize the Phase 1 Pre-Construction Services for the Project in the amount of $431,477.00, contingent upon receipt of executed contracts from Moss and review by the County Attorney's Office for legal sufficiency (Memorandum FAC20-1023).

On July 14, 2020, the BCC approved ratifying the Agreement executed by the County Administrator for the award of a Construction Manager at Risk Agreement to Moss under RFP-KM-20-032 for Construction Management at Risk services for the Project effective June 19, 2020 (Memorandum FAC20-0161).

The Project is divided into two phases; the first phase is Pre-Construction Services. This initial phase includes the finalization of the design and development of cost estimates for construction of

the Project.

The Facilities Management team has determined that it is in the County's best interest to coordinate the replacement of the existing fire alarm system to occur at the same time the new system will be installed in the jail expansion. The pre-construction services included in Change Order No. 1 will be funded from the Non-Capital Improvement Projects (CIP), Maintenance of Buildings, for Facilities Management account.

Change Order No. 1 provides for pre-construction services for the upgrade of the existing 30-year old fire alarm system. Including the fire alarm system upgrade in Moss's Agreement ensures the fire alarm replacement will be 100% compatible with the jail expansion and will provide inter-operability for the entire jail complex.

The additional pre-construction services consist of reviewing plans prepared by the Architect-Engineer; providing input during design to ensure specific safety and security requirements are met; developing a detailed scope of work to implement the fire alarm replacement; and soliciting, obtaining and evaluating competitive bids.

The anticipated schedule and budget for this project is:

Project Activity	Schedule	Budget Amount
Pre-Construction Services Jail Expansion and Visitation Building Funded from General Obligation Bonds	Start Summer 2020 - Finish Winter 2024	$431,477.00
Pre-Construction Fire Alarm Upgrade Funded from Non-CIP Funds	Start Fall 2021 - Finish Winter 2021	$39,725.00
Total Cost of Pre-Construction Services Fee Jail Expansion & Fire Alarm Upgrade		$471,202.00

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $39,725.00 is available and will be funded from Board General Fund, Facilities Non-CIP Projects for FY 2021.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain One Original
2. Mail One Original to:

   Mr. Bob L. Moss
   Moss & Associates, LLC
   2101 North Andrews Avenue
   Ft. Lauderdale, FL 33311
   Federal ID No. 43-1723985

ATTACHMENT(S):

1. FAC21-0023 Change Order No. 1
2. FAC21-0023 Div Corp Sunbiz
3. FAC21-0023 Agenda Memorandum OMB17-047
4. FAC21-0023 Agenda Memorandum OMB18-0023
5. FAC21-0023 Agenda Memorandum FAC20-1023
6. FAC21-0023 Agenda Memorandum FAC20-0161
7. FAC21-0023 Location Map

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

December 15, 2020

Mr. Bob L. Moss
Moss & Associates, LLC
2101 North Andrews Avenue
Ft. Lauderdale, FL 33311

RE: Approve Change Order No. 1 to Construction Managament at Risk Agreement RFP-KM-20-032 - C27 FAC21-0023

Dear Mr. Bob L. Moss:

At the December 8, 2020 meeting of the Pasco County Board of County Commissioners, the above-mentioned agenda item was approved. Attached are two (2) documents for final execution. Upon signing, please return one (1) fully executed document to the following address:

Board Records Division
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, FL 33525.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, click on "Transparency" under the "How can we help?" search bar of the home page, click on "Agendas & Minutes," select the meeting date from the list, click on "Agenda," click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact this office at the address above or call (352) 521-4550.

Sincerely,

Jessica Rodriguez
Records Clerk III, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

PART II

EXHIBIT H

Pasco County, Florida

CHANGE ORDER NO. 1

CONTRACT: Pasco County Jail Expansion

CONSTRUCTION MANAGER: Moss & Associates, LLC

5401 W. Kennedy Blvd., Suite 1060, Tampa, FL 33609

RFP NO.: RFP-KM-20-032 TASK (if applicable) N/A

CONTRACT DATE: July 14, 2020

(Circle as applicable)

TIME CHANGE **(EXTRA WORK)** **CREDIT** **OTHER**

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE:	**COST IMPACT**	**FINAL COMPLETION DAYS**
Review plans prepared by the Architect Ensure the final design accommodates safety and security requirements of Pasco County Jail operations Develop a detailed scope of work Solicit and obtain competitive bids Evaluate bid and prepare pricing for installation	$13,056.00	0
Meetings, analyses and operations support Value engineering pricing Subcontractor workshop Scheduling Logistics plans	$26,669.00	0

REASON FOR CHANGE

Preconstruction Services for replacement of existing campus fire alarm panels and devices

The initial Contract Price (FINAL TOTAL BID PRICE) was	$	431,477.00
Net change by previous Change Orders	$	0.00
The Contract Price prior to this Change Order was	$	431,477.00
The Contract Price will be (***increased***, decreased, unchanged) by this Change Order	$	39,725.00
The Contract Price including this Change Order	$	471,202.00
The Final Completion Milestone prior to this Change Order		December 31, 2021

The time for the Final Milestone will be (extended, reduced, ***unchanged***) by 0 days.

The Final Completion Milestone as of this Change Order December 31, 2021

The CONSTRUCTION MANAGER waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this Change Order. Except to the extent expressly modified by this Change Order, the aforesaid Contract and all terms and conditions therein, as amended by all previous Change Orders, is reaffirmed in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, this Change Order No. 1 to the Agreement has been executed by the parties hereto or by their authorized representatives.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

ATTEST:

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

Katie Gower
Witness – Print Name

Witness – Print Name

COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: Ronald E. Oakley
Chairman

APPROVED IN SESSION
DEC 08 2020
PASCO COUNTY BCC

Date: _____, 20__

CONSTRUCTION MANAGER:
MOSS & ASSOCIATES, LLC

By: John C. Bowden SVP
Printed Name, Title

Date: 1/5, 2021

RECEIVED
JAN 06 2021
PASCO COUNTY, CLERK & COMPTROLLER

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} SS
COUNTY OF HILLSBROUGH }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 5 day of January, 2021, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] John Bowden, who executed the foregoing instrument as [Title] Senior Vice President of [Corporation or Company Name] Moss & Associates, LLC, a [check one] [ ] corporation [x] limited liability company, organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name], as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]: Moss & Associates, LLC

Darlene Ann Hunt
Signature of person taking acknowledgment

Darlene Ann Hunt
Name typed, printed or stamped

Notary Public State of Florida
Title or rank

GG 106149
Serial number (if any)

RECEIVED
JAN 06 2021
PASCO COUNTY, CLERK & COMPTROLLER

DARLENE ANN HUNT
Commission # GG 106149
Expires September 7, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

CO-3

PART II

EXHIBIT I

CONSENT OF SURETY TO CHANGE ORDER NO. 1

WHEREAS, the Board of County Commissioners of Pasco County, Florida (hereinafter the "COUNTY"), and Moss & Associates, LLC (hereinafter the "CONSTRUCTION MANAGER"), entered into an Agreement on July 14, 2020, in connection with that certain Project known as the Pasco County Jail Expansion and Addition, Bid No. RFP-KM-20-032, FEMA No. N/A; and

WHEREAS, _____ (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated July 14, 2020, in the sum of $_____, in connection with the aforesaid Project and Agreement; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the attached Change Order No. 1, and agrees that said Change Order shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this _____ day of _____ , 20 ____

SURETY:

_____ By: _____

Witness to All Authorized Signature

_____ By: _____

Witness to All As Attorney in Fact

_____

Agency (Power of Attorney attached)

STATE OF: _____ }
} ss.
COUNTY OF: _____ }

On this _____ day of _____ 20____ before me, the undersigned authority, personally appeared _____ to me known to be the individual described in and who executed the foregoing instrument as an authorized representative of _____ and acknowledged the execution of same, for and on behalf of and as the act and deed of said _____ for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type, or Stamp Commissioned Name)

Personally known _____
or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** FAC21-0057 **DATE:** 2/9/2021

SUBJECT: Approve Change Order No. 2 to Agreement RFP-KM-20-032 – Moss & Associates, LLC – Pre-Construction Management Services – Addition of Design Assist Specialty Contractors for Jail Facility Expansion and Visitation Building - $120,487.00

REFERENCES: Memorandums OMB18-0023, OMB19-0013, PU20-0020, FAC20-1023, FAC20-0161 and FAC21-0023

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Approve Change Order No. 2 to Agreement RFP-KM-20-032 to Moss & Associates, LLC (Moss) for the addition of two Design Assist Contractors (DACs) for the jail facility expansion and visitation building (Project) detention equipment and security electronics during the pre-construction phase, in the Not to Exceed (NTE) amount of $120,487.00, for a new cumulative NTE amount of $591,689.00 for Fiscal Year (FY) 2021. Authorize the Chairman to execute the two originals of Change Order No. 2 provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On June 19, 2018, the BCC approved Ordinance No. 18-20 authorizing the inclusion of a bond referendum for Pasco County, Florida General Obligation Bonds, Series 2019 (Jail Projects/Improvements) (the “Series 2019 Bonds”) on the November Mid-Term Election ballot (OMB18-0023).

On December 11, 2018, the BCC approved a Resolution authorizing the issuance of General Obligation Bonds for Jail Projects/Improvements, in an Aggregate Principal Amount NTE$132,150,000.00 (OMB19-0013).

On October 29, 2019, at the request of the Facilities Management Department, the Purchasing Department solicited a request for proposals (RFP) for Construction Manager at Risk Services for the Pasco County Jail Expansion.

On February 18, 2020, the BCC authorized the Facilities Management Department to begin meaningful discussions with the top-ranked firm Moss, in order to secure an agreement (Memorandum No. PU20-0020).

On June 2, 2020, the BCC approved the delegation of authority to the County Administrator to finish negotiations with Moss for construction management at risk services for the Pasco County Jail Expansion (Project) and execute a Construction Manager at Risk Agreement with Moss under RFP-KM-20-032 (Agreement) for Construction Management at Risk Services, and authorize the Phase 1 Pre-Construction Services for the Project in the amount of $431,477.00, contingent upon receipt of executed contracts from Moss and review by the County Attorney’s Office for legal sufficiency (FAC20-1023).

On July 14, 2020, the BCC approved ratifying the Agreement executed by the County Administrator for the award of a Construction Manager at Risk Agreement to Moss under RFP-KM-20-032 for Construction Management at Risk services for the Project effective June 19, 2020 (FAC20-0161).

On December 8, 2020, the BCC approved Change Order No. 1 to the Agreement to provide pre-construction services for the upgrade of the existing fire alarm system in the NTE amount of $39,725.00, for a new total fee of $471,202.00 (FAC21-0023).

The Project is divided into two phases; the first phase is Pre-Construction Services, which includes the finalization of the design and development of cost estimates for construction of the Project.

The Project requires evaluation of existing detention equipment and security electronics, as well as evaluation and design of new detention equipment and security electronics.

The intent of a design assist arrangement is to create a Building Team (Team) comprised of the County, architect, construction manager, and DACs prior to the completion of the construction documents. This process is intended to be a collaborative team-oriented effort wherein the Team utilizes the specialty expertise of DACs in both the design and construction phases to optimize project cost, value and efficiency. It is the Team's intent to reduce the overall project cost wherever possible without impacting the schedule or performance. The DACs will review, evaluate, and assist in the completion of the construction documents. The DACs are also encouraged to value engineer the Project by any means acceptable to the County, architect and construction manager.

Change Order No. 2 provides for DAC services for the existing detention equipment and security electronics. These additional pre-construction services consist of assisting in the completion of the construction documents; providing design reviews, guidance and recommendations on design; constructability analysis; pricing alternatives; material procurement; value engineering; analyzing engineering criteria, making design/engineering recommendations; completing field investigations necessary to assist the Team; and reducing the overall project cost wherever possible without impacting the schedule or performance.

The Facilities Management Department, with concurrence from the Sheriff's Office and the Purchasing Department, request approval of Change Order No. 2 with Moss for the NTE amount of $120,487.00 for FY 2021.

The anticipated schedule and budget for this project is:

Project Activity	Start	Finish	Budget
Design	Spring 2020	Summer 2024	$8,441,839.00
Pre-Construction	Summer 2020	Winter 2022	$591,689.00
Geotechnical Services	Winter 2021	Winter 2021	$70,369.00
Construction and Fixtures, Furniture & Equipment	Fall 2021	Summer 2024	$119,000,000.00
	Total Project:		$128,103,897.00

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $120,487.00 is budgeted and available in the GO Bond Capital Projects Fund, Constitutional Officers, Sheriff.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original
2. Mail One Original to:

   Mr. Bob L. Moss
   Moss & Associates, LLC
   2101 North Andrews Avenue
   Ft. Lauderdale, FL 33311
   Federal ID No. 76-1699834

ATTACHMENT(S):
1. FAC21-0057 Change Order No. 2
2. FAC21-0057 Div Corp Sunbiz
3. FAC21-0057 Memorandum OMB18-0023
4. FAC21-0057 Memorandum OMB19-0013
5. FAC21-0057 Memorandum PU20-0020
6. FAC21-0057 Memorandum FAC20-1023
7. FAC21-0057 Memorandum FAC20-0161
8. FAC21-0057 Memorandum FAC21-0023
9. FAC21-0057 Requisition
10. FAC21-0057 Location Map

cc: Stacey M. Ziegler, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

February 11, 2021

Mr. Bob L. Moss
Moss & Associates, LLC
2101 North Andrews Avenue
Ft. Lauderdale, FL 33311

RE: Jail Facility Expansion and Visitation Building
C14 FAC21-0057

Dear Mr. Moss:

At the Pasco County Board of County Commissioners meeting of February 9, 2021, the above mentioned agenda item was approved. Attached is a copy of the agreement for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, click on "Agendas & Minutes" on the left side of the home page, select the meeting date from the list, click on "Agenda" click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica Floyd
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

PART II

EXHIBIT H

Pasco County, Florida

CHANGE ORDER NO. 2

CONTRACT: Pasco County Jail Expansion

CONSTRUCTION MANAGER: Moss & Associates, LLC

5401 W. Kennedy Blvd., Suite 1060, Tampa, FL 33609

RFP NO.: RFP-KM-20-032 TASK (if applicable) N/A

CONTRACT DATE: July 14, 2020

(Circle as applicable)

TIME CHANGE **(EXTRA WORK)** **CREDIT** **OTHER**

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE:	COST IMPACT	FINAL COMPLETION DAYS
Addition of Design Assist Specialty Contractors	$120,487.00	0

REASON FOR CHANGE

The Project requires evaluation of the existing detention equipment and security electronics, as well as evaluation and design of new detention equipment and security electronics. This Change Order 2 provides for the addition of two specialty subcontractors: Pauly Jail Building Co. (Pauly) and Accurate Controls, Inc. (Accurate). Pauly will provide services for the Detention Equipment and Accurate for the Security Electronics as further set forth in Exhibits A and B, which are attached hereto and incorporated into this Change Order.

The initial Contract Price (FINAL TOTAL BID PRICE) was	$	431,477.00
Net change by previous Change Orders	$	39,725.00
The Contract Price prior to this Change Order was	$	471,202.00
The Contract Price will be (***increased***, decreased, unchanged) by this Change Order	$	120,487.00
The Contract Price including this Change Order	$	591,689.00
The Final Completion Milestone prior to this Change Order		December 31, 2021

The time for the Final Milestone will be (extended, reduced, ***unchanged***) by 0 days.

The Final Completion Milestone as of this Change Order December 31, 2021

The CONSTRUCTION MANAGER waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this Change Order. Except to the extent expressly modified by this Change Order, the aforesaid Contract and all terms and conditions therein, as amended by all previous Change Orders, is reaffirmed in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, this Change Order No. 2 to the Agreement has been executed by the parties hereto or by their authorized representatives.

ATTEST: JUNE 2nd

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

_____ TOBY MANCHAK
Witness – Print Name

_____ Jeff Cranston
Witness – Print Name

COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: _____
Ronald E. Oakley, Chairman

APPROVED IN SESSION
PASCO COUNTY BCC

Date: FEB 09 2021, 20__

CONSTRUCTION MANAGER:
MOSS & ASSOCIATES, LLC

John Bowden SVP
By: _____
Printed Name, Title

Date: 1/12, 2021

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} ss
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 12 day of January, 20 21, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] John Bowden, who executed the foregoing instrument as [Title] Senior Vice President of [Corporation or Company Name] Moss & Associates, LLC, a [check one] [ ] corporation [x] limited liability company, organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name], as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]: Moss & Associates, LLC

Darlene Ann Hunt
Signature of person taking acknowledgment

Darlene Ann Hunt
Name typed, printed or stamped

Notary Public State of Florida
Title or rank

GG 106149
Serial number (if any)

DARLENE ANN HUNT
Commission # GG 106149
Expires September 7, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

CO-3

EXHIBIT A
SCOPE OF SERVICES

MOSS & ASSOCIATES, LLC - CHANGE ORDER NO. 2

PASCO COUNTY JAIL EXPANSION AND VISITATION BUILDING

DESIGN ASSIST SPECIALTY CONTRACTORS FOR DETENTION EQUIPMENT AND SECURITY ELECTRONICS

1. GENERAL PROJECT DESCRIPTION

1.1 The Pasco County Jail Expansion and Visitation Building (Project) is divided into two phases; the first phase is Pre-Construction Services. This initial phase includes the finalization of the design and development of cost estimates for construction of the Project. Design Assist Specialty Contractors (DACs) are required to evaluate the existing detention equipment and security electronics, and for the evaluation and design of new detention equipment and security electronics.

1.2 The DACs will assist the Project Team (Team) comprised of the County; Hellmuth, Obata, Kassabaum, Inc. (Architect); and Moss & Associates, LLC (Construction Manager) with respect to the existing and future detention equipment and security electronics required for the Project. This process will be a collaborative team-oriented effort wherein the Team utilizes the specialty expertise of DACs in both the design and construction phases to optimize project cost, value and efficiency. It is the Team's intent to reduce the overall Project cost wherever possible without impacting the schedule or performance. The DACs will review, evaluate, and assist in the completion of the construction documents. The DACs are also encouraged to value engineer the Project by any means acceptable to the County, Architect and Construction Manager.

2. DESIGN ASSIST SPECIALTY CONTRACTORS (DACs)

The Pauly Jail Building Co. (Pauly) is the DAC providing services for the Detention Equipment. Accurate Controls, Inc. (Accurate) is the DAC providing the services for the Security Electronics.

2. DACs SCOPE OF SERVICES

2.1 The DACs shall meet and actively participate via design review meetings with the Team on a regular basis to review, evaluate, and assist in the completion of the contract documents, including providing design reviews, guidance and recommendations on design, proposals for design modifications, constructability analysis, pricing alternatives, material procurement, and value engineering. Feedback on manpower analysis, schedule, and early procurement requirements shall also be included.

2.2 The DACs shall perform peer reviews, analyze engineering criteria, and make design/engineering recommendations. The DACs shall not be responsible for the design itself as the Architect-led Design Team will remain the Architect/Engineer of Record for the Project.

2.3 The DACs shall be responsible for reviewing all documents, including other DAC scopes of work for coordination. The DACs shall review all drawings and documents for feedback as they relate to their respective scopes of work.

.2.4 The DACs shall complete field investigations necessary to assist the Team with filling in the gaps of the design to ensure all information is shown and adequately described. During design, the role of the DACs is to support the Team and the overall project development.

2.5 The DACs shall value engineer the Project by any means acceptable to the Team.

3. PAULY DETENTION EQUIPMENT SCOPE OF WORK

3.1 Regular attendance at design meetings both on site and via teleconference.

3.2 Design meeting attendance by key manufacturers and Pauly's hardware engineer at targeted design meetings for detention hardware, modular steel cells, and security hollow metal.

3.3 Provide detailed cost estimates including scope of work, Onscreen and Value Engineering Options at all budget milestones per the Construction Manager's schedule, Schematic Design budget, Design Development budget, and Guaranteed Maximum Price (GMP) proposal.

3.4 Provide interim costing information throughout the design phase to assist with design selection and progression.

3.5 On site investigation of existing conditions and concerns identified in the security electronics.

3.6 DELIVERABLES:

a) Co-lead detention design meetings
b) Develop Design Development level submittal packages for:
   1. Detention scope of work
   2. Detention specification development
   3. Detention hardware design and development
   4. Security glazing design and physical samples
   5. Detention hollow metal design assistance
   6. Provide costs estimates as specified herein
c) Assist with door schedule development
d) Life safety and security barriers review and coordination
e) Constructability reviews
f) Modular cell design assistance in CAD or BIM formats
g) Construction schedule and scheduling
h) GMP bid package development and scopes as related to the detention equipment package
i) Co-lead mechanical, electrical, plumbing, and fire protection coordination meetings for detention systems.

4. ACCURATE SECURITY ELECTRONICS SCOPE OF WORK

4.1 On site detailed review, inspection and inventory of the existing security automation system.

4.2 Attend design assist meetings.

4.3 Attend County review meetings.

4.4 Attend demonstration meetings.

4.5 Assist with modular cell design.

4.6 Coordinate with detention equipment contractor and modular cell manufacturer.

4.7 Estimating for but not limited to:

a) Initial Budgets
b) Schematic Design Budget
c) Design Development Budget and GMP Budget Estimates

EXHIBIT B
FEE SUMMARY

MOSS & ASSOCIATES, LLC - CHANGE ORDER NO. 2

PASCO COUNTY JAIL EXPANSION AND VISITATION BUILDING

DESIGN ASSIST SPECIALTY CONTRACTORS FOR DETENTION EQUIPMENT AND SECURITY ELECTRONICS

DETENTION EQUIPMENT - PAULY	$58,600.00
SECURITY ELECTRONICS - ACCURATE	$61,887.00
LUMP SUM FEE TOTAL	$120,487.00

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** FAC22-0049 **DATE:** 12/7/2021

SUBJECT: Change Order No. 3 to Construction Management at Risk Agreement RFP-KM-20-032 - Moss & Associates, LLC – Pre-Construction Management Services – Affirm and Extend Agreement 151 days - No Funding Required

REFERENCES: OMB18-0023, OMB19-0013, PU20-0020, FAC20-1023, FAC20-0161, FAC21-0023, and FAC21-0057

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Approve Change Order No. 3 to Construction Management At Risk Agreement RFP-KM-20-032 with Moss & Associates, LLC (Moss) to affirm and extend the current completion date of December 31, 2021, by 151 days, for a new completion date of May 31, 2022 for the Pre-Construction services. Authorize the Chairman to execute the two originals of Change Order No. 3 provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On June 19, 2018, the Board of County Commissioners (BCC) approved Ordinance No. 18-20 authorizing the inclusion of a bond referendum for Pasco County, Florida General Obligation Bonds, Series 2019 (Jail Projects/Improvements) (the “Series 2019 Bonds”) on the November Mid-Term Election ballot (Memorandum OMB18-0023).

On December 11, 2018, the BCC approved a Resolution authorizing the issuance of General Obligation Bonds for Jail Projects/Improvements, in an Aggregate Principal Amount Not-to-Exceed $132,150,000.00 (Memorandum OMB19-0013).

On October 29, 2019, at the request of the Facilities Management Department, the Purchasing Department solicited a request for proposals (RFP) for Construction Manager at Risk Services for the Pasco County Jail Expansion.

On February 18, 2020, the BCC authorized the Facilities Management Department to begin meaningful discussions with the top-ranked firm Moss, in order to secure an agreement (Memorandum PU20-0020).

On June 2, 2020, the BCC approved the delegation of authority to the County Administrator to finish negotiations with Moss for construction management at risk services for the Pasco County Jail Expansion (Project) and to execute a Construction Manager at Risk Agreement with Moss under RFP-KM-20-032 (Agreement), and authorize the Phase 1 Pre-Construction Services for the Project in the amount of $431,477.00, contingent upon receipt of executed contracts from Moss and review by the County Attorney’s Office for legal sufficiency (Memorandum FAC20-1023).

On July 14, 2020, the BCC ratified the Agreement executed by the County Administrator and

Moss for the Project effective June 19, 2020 (Memorandum FAC20-0161).

On December 8, 2020, the BCC approved Change Order No. 1 to the Agreement to provide pre-construction services for the upgrade of the existing fire alarm system in the NTE amount of $39,725.00 for a new total fee of $471,202.00 (Memorandum FAC21-0023).

On February 9, 2021, the BCC approved Change Order No. 2 to the Agreement to provide for Design Assist Specialty Contractor services for the detention equipment and security electronics in the NTE amount of $120,487.00, for a new total fee of $591,689.00 (Memorandum FAC21-0057).

Change Order No. 3 will extend the term of the Pre-Construction Phase by 151 days from the current completion date of December 31, 2021, for a new completion date of May 31, 2022. The Architect for the Project needed to investigate value engineering concepts. Consequently, the investigation extended the date for Moss to receive the design development drawings from the Architect. These drawings are necessary for the next step by Moss in the Pre-Construction Phase of construction estimate. The Project is divided into two phases; the first phase is Pre-Construction Services and the next phase is Construction.

The Facilities Management Department, with concurrence from the Purchasing Department, requests approval for the time extension of 151 days for a new completion date of May 31, 2022 for the Pre-Construction Services Phase.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original
2. Mail One Original to:

Mr. Bob L. Moss
Moss & Associates, LLC
2101 North Andrews Avenue
Ft. Lauderdale, FL 33311
Federal ID No. 43-1723985

ATTACHMENT(S):
1. FAC22-0049 Change Order No. 3 to Agreement RFP-KM-20-032
2. FAC22-0049 Memorandum OMB18-0023
3. FAC22-0049 Memorandum OMB19-0013
4. FAC22-0049 Memorandum PU20-0020
5. FAC22-0049 Memorandum FAC20-1023
6. FAC22-0049 Memorandum FAC20-0161
7. FAC22-0049 Memorandum FAC21-0023 & Change Order 1
8. FAC22-0049 Memorandum FAC21-0057 & Change Order 2
9. FAC22-0049 Location Map

cc: Stacey Ziegler, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

December 15, 2021

Mr. Bob L. Moss
Moss & Associates, LLC
2101 North Lauderdale, FL 33311

RE: Change Order No. 3 to Construction – Pasco County Jail Expansion
C34 FAC22-0049

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of December 7, 2021 the above mentioned agenda item was approved. Attached is an original copy of the agreement for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, click on "Agendas & Minutes" on the left side of the home page, select the meeting date from the list, click on "Agenda" click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica R. Basak

Jessica R. Basak
Records Clerk III, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

PART II

EXHIBIT H

Pasco County, Florida

CHANGE ORDER NO. 3

CONTRACT: Pasco County Jail Expansion

CONSTRUCTION MANAGER: Moss & Associates, LLC

5401 W. Kennedy Blvd., Suite 1060, Tampa, FL 33609

RFP NO.: RFP-KM-20-032 TASK (if applicable) N/A

CONTRACT DATE: July 14, 2020

(Circle as applicable)

TIME CHANGE **EXTRA WORK** **CREDIT** **OTHER**

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE:	COST IMPACT	FINAL COMPLETION DAYS
Addition of time for Value Engineering studies	$0.00	151

REASON FOR CHANGE:

The Project required additional time for the Architect to investigate Value Engineering concepts. Consequently, the investigation extended the date for MOSS to receive the Design Development drawings from the Architect. These drawings are necessary for the next phase of the construction estimate.

The initial Contract Price (FINAL TOTAL BID PRICE) was	$	431,477.00
Net change by previous Change Orders	$	160,203.00
The Contract Price prior to this Change Order was	$	591,689.00
The Contract Price will be (*increased*, decreased, **unchanged**) by this Change Order	$	0.00
The Contract Price including this Change Order	$	591,689.00
The Final Completion Milestone prior to this Change Order		December 31, 2021

The time for the Final Milestone will be (**extended**, reduced, *unchanged*) by **151 days**.

The Final Completion Milestone as of this Change Order **May 31, 2022**

The CONSTRUCTION MANAGER waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this Change Order. Except to the extent expressly modified by this Change Order, the aforesaid Contract and all terms and conditions therein, as amended by all previous Change Orders, is reaffirmed in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, this Change Order No. 3 to the Agreement has been executed by the parties hereto or by their authorized representatives.

ATTEST:
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

By: _____

COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: _____, Chairman

APPROVED IN SESSION
DEC 07 2021
PASCO COUNTY

Date: _____, 20__

Witness – Print Name: JEFFREY SELLERS

CONSTRUCTION MANAGER:
MOSS & ASSOCIATES, LLC

By: _____ Senior V.P.
,Title

Witness – Print Name: MIKE TIPPT

Date: 10/21, 2021

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} **ss**
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 21 day of October, 2021, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] John Bowden, who executed the foregoing instrument as [Title] Senior Vice Presid of [Corporation or Company Name] Mosaic Associates, LLC, a [check one] [ ] corporation [X] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Darlene Ann Hunt
Signature of person taking acknowledgment

DARLENE ANN HUNT
Name typed, printed or stamped

Notary Public
Title or rank

HH 167356
Serial number (if any)

DARLENE ANN HUNT
Commission # HH 167356
Expires September 7, 2025
Bonded Thru Troy Fain Insurance 800-365-7019

CO-3

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** FAC22-0234 **DATE:** 8/9/2022

SUBJECT: Amendment No. 1 to Agreement for RFP-KM-20-032 for Phase 2 Construction - Moss & Associates, LLC - Construction Manager at Risk Services for the Pasco County Jail Expansion Project - $192,003,808.00

REFERENCES: OMB18-0023, OMB19-0013, PU20-0020, FAC20-1023, FAC21-0023, FAC21-0057, and FAC22-0049.

AGENDA SECTION: Addendum Consent Items will be approved concurrently with the 8/9/22 BCC Agenda Consent Items with a single vote.

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Approve Amendment No. 1 to ratify and affirm the Construction Management At Risk Agreement with Moss & Associates, LLC (Moss) for RFP-KM-20-032 and to establish a Guaranteed Maximum Price (GMP), a Contract Price and Project Budget for the Pasco County Jail Expansion (the Project) in the Not to Exceed (NTE) amount of $192,595,497.00 and to establish the Substantial Completion Date for Phase 2, Construction Phase, as September 15, 2025. Authorize the Chairman to sign the two originals of Amendment No. 1 as provided and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On June 19, 2018, the Board of County Commissioners (BCC) approved Ordinance No. 18-20 authorizing the inclusion of a bond referendum for Pasco County, Florida General Obligation Bonds, Series 2019 Bonds (Jail Projects/Improvements) (OMB18-0023).

On December 11, 2018, the BCC approved a Resolution authorizing the issuance of General Obligation Bonds for Jail Projects/Improvements, in an Aggregate Principal NTE amount of $132,150,000.00 (OMB19-0013).

On February 18, 2020, the BCC authorized the Facilities Management Department to begin meaningful discussions with the top-ranked CMAR firm, Moss, in order to secure an agreement (PU20- 0020).

On June 2, 2020, the BCC delegated to the County Administrator the authority to finish negotiations with Moss for construction management at risk services for the Project, to execute an Agreement for Construction Manager at Risk services (CMAR) with Moss and authorized the Phase 1 Pre-Construction Services for the Project in the amount of $431,477.00 (FAC20-1023).

On July 14, 2020, the BCC Ratified Agreement RFP-KM-20-032 for CMAR Services to be provided by Moss for the Pasco County Jail Expansion in the NTE amount of $431,477.00 (FAC20-0161).

On December 8, 2020, the BCC approved Change Order No. 1 to Agreement RFP-KM-20-032 for pre-construction management services to the Upgrade of the existing Fire Alarm System, in the

amount of $39,725.00. The new fire alarm system will be compatible with the fire alarm system planned for the new facility (FAC21-0023).

On February 9, 2021, the BCC approved Change Order No. 2 to Agreement RFP-KM-20-032 for the Addition of Design to Assist Specialty Contractors in the NTE amount of $120,487.00 for Fiscal Year (FY) 2020 (FAC21-0057).

On December 7, 2021, the BCC approved Change Order No. 3 to Agreement RFP-KM-20-032 to affirm and extend the current completion date of December 31, 2021 by 151 days, for a new completion date of May 31, 2022 (FAC22-0049).

The CMAR firm, Moss, has provided a Construction Manager's GMP for the work in the NTE amount of $192,595,497.00. This price covers all the known elements of constructing the new jail expansion, renovations of the existing jail, the new visitation building, and all required sitework. Construction will commence following the execution of the Amendment No. 1 and run through the summer of 2025. Completion milestones are included in the schedule for the Project.

The 386,477 square foot expansion will include additional general population, medical, mental health, and administrative segregation beds. The expansion will also create new support service areas to include: a new sallyport, intake, and release area, a new kitchen, additional loading docks and storerooms, expanded laundry rooms, modernized control rooms, and enhanced security response and staff support areas. In addition, the facility’s fire alarm and security systems will be completely upgraded.

The Project will also include a visitation building that will serve as the public interface with the jail. This building will allow families to visit inmates via video conferencing capabilities and conduct other jail related business without entering the secure perimeter of the jail. The visitation building will be located on the corner of Asbel Rd. and US 41.

The sitework related to this project will include all stormwater, fill, utility improvement necessary and create a parking area large enough for future jail needs. There will also be a new perimeter security road built around the exterior of the jail. The project will also include the installation of new County fiber throughout the site for use by the jail and other future buildings.

Paragraphs 119.071(3)(a) and (b), Florida Statutes, exempts from public records disclosure information regarding the security or firesafety system plan and building plans for the Project. Therefore, the Attachments to Amendment No. 1 are not included in this item.

The anticipated schedule and budget for this project is:

Project Activity	**Schedule**		**Budget**
	Start	**Finish**	**Amount**
Design	Spring 2020	Summer 2025	$ 8,441,839.00
Pre-Construction	Summer 2020	Summer 2022	$ 591,689.00
Construction	Fall 2022	Summer 2025	$192,003,808.00
FFE/Permitting/Misc.	Spring 2020	Summer 2025	$ 6,617,000.00
Total Cost:			**$207,654,336.00**

The Facilities Management Department, with concurrence from the Purchasing Department, requests the approval of Amendment 1 to ratify and affirm the Agreement for RFP-KM-20-032 to establish a GMP, Construction Services and Construction Contract project completion time, to Moss for CMAR services for the Project and authorize the Phase 2 Construction Services for the Project in the NTE amount $192,595,497.00 for the total project.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $106,841,121.74 is available in Sheriff 2021B GO Projects-Sheriff. Funding in the amount of $12,457,491.38 is available in GO Bond Capital Projects-Sheriff. Funding in the amount of $40,000,000.00 is available in the Detention Center Half-Cent 2022C GO Bond Fund. The remaining funding of $32,705,194.88, will be available in various funds in future budget requests contingent upon the BCC approval of the various budgets.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain One Original
2. Mail One Original to:

Mr. Bob L. Moss
Moss & Associates, LLC
2101 North Andrews Avenue
Ft. Lauderdale, FL 33311
Telephone (954) 524-5678
Federal ID No. 73-1699834

ATTACHMENT(S):

1. FAC22-0234 - Amendment 1 to Agreement RFP-KM-20-032
2. FAC22-0234 - Moss Agreement RFP-KM-20-032
3. FAC22-0234 - Division Of Corporations
4. FAC22-0234 - Memorandum OMB18-0023
5. FAC22-0234 - Memorandum OMB19-0013
6. FAC22-0234 - Memorandum PU20-0020
7. FAC22-0234 - Memorandum FAC20-1023
8. FAC22-0234 - Memorandum W-5
9. FAC22-0234 - Memorandum FAC21-0023
10. FAC22-0234 - Change Order 1
11. FAC22-0234 - Memorandum FAC21-0057
12. FAC22-0234 - Change Order 2
13. FAC22-0234 - Memorandum FAC22-0049
14. FAC22-0234 - Change Order 3
15. FAC22-0234 - Location Map
16. FAC22-0234 - Requisition

cc: Carrie C. Roberts, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

August 16, 2022

Mr. Bob L. Moss
Moss & Associates, LLC
2101 North Andrews Avenue
Ft. Lauderdale, FL 33311

RE: Construction Manager at Risk Services for the Pasco County Jail Expansion Project AC174 FAC22-0234

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of August 9, 2022, the above mentioned agenda item was approved. Attached is an original agreement for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, click on "Transparency" under the "How can we help?" search bar of the home page, click on "Agendas & Minutes," select the meeting date from the list, click on "Agenda," click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Shannon Egbert
Operations Lead, *Board Records Division*
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

GMP AMENDMENT TO AGREEMENT BETWEEN PASCO COUNTY AND CONSTRUCTION MANAGER

AMENDMENT NO. 1 TO AGREEMENT BETWEEN PASCO COUNTY AND CONSTRUCTION MANAGER for PASCO COUNTY JAIL ADDITION PROJECT

Pursuant to Sections 4B and 7A of the Agreement, dated July 14, 2020, between Pasco County, a political subdivision of the State of Florida ("the COUNTY") and MOSS & ASSOCIATES, LLC ("Construction Manager"), with respect to the construction of the renovation and expansion of the COUNTY's Jail Addition ("Project"), the COUNTY and Construction manager hereby agree to amend and modify the Agreement by this Amendment and establish a Guaranteed Maximum Price and Contract Time for all the Work as set forth below:

ARTICLE 1 SCOPE OF WORK

The scope of the Work consists of the construction of the Project, in accordance with the Agreement, this Amendment and the other Contract Documents listed as Attachments 1 through 7 below and are hereby incorporated into and made a part of the Amendment by this reference:

1. List of Drawings and Specifications
2. Allowance
3. Assumptions and Clarifications
4. Completion Schedule
5. Schedule of Value
6. List of Itemized General Conditions
7. List of Subcontractors and Major Suppliers

ARTICLE 2 - GUARANTEED MAXIMUM PRICE

2.1 Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Section 5 of the Agreement, the Construction Manager's Fee as defined in Section 4 of the Agreement, and the Contingency as defined below is one hundred ninety-two million, five hundred ninety five thousand, and four hundred and ninety seven dollars and 00/100.00 ($192,595,497.00). This GMP Amendment hereby amends section 2.19 of the Agreement by increasing the Project Budget not to exceed cap from one hundred and nine million dollars and 00/100.00 ($109,000,000.00) to one hundred ninety-two million, five hundred ninety five thousand, and four hundred and ninety seven dollars and 00/100.00 ($192,595,497.00). As set forth in Section 2.19 of the Agreement, the overall Contract Amount (which includes the Pre-Construction Phase Fee and the Guaranteed Maximum Price) cannot exceed the Project Budget established by the COUNTY.

2.2 The Subcontract Costs as defined in Section 5. A. 2 of the Agreement, for the entire Work anticipated on this Project will be based on actual Subcontractor invoices to the Construction Manager up to the established amount of one hundred sixty million, six hundred

seventy-eight thousand, and one hundred fifty-seven dollars and 00/100 ($160,678,157). Said amount is included within the above noted GMP.

2.3 The Construction Manager's Fee as defined in Section 4. B of the Agreement, for the entire Work anticipated on this Project is hereby established as a lump sum amount of seven million, three hundred eighty-four thousand, and seven hundred sixty-two dollars and 00/100 ($7,384,762.00), said lump sum amount is included within the above noted GMP.

2.4 The General Condition expenses as defined in Section 4. B of the Agreement, for the entire Work anticipated on this Project are hereby established as a lump sum amount of twelve million, eight hundred thirty-six thousand and five hundred fifty-two and 00/100 ($12,836,552.00), said lump sum amount is included within the above noted GMP. The items included as General Condition expenses are listed in the List of Itemized General Conditions attached hereto and incorporated herein as Attachment No. 6.

2.5 The Pre-Construction Phase Services Fee as defined in Section 4. A of the Agreement and amended through Change Orders 1, 2 and 3 of Five Hundred Ninety One Thousand and Six Hundred Eighty Nine and 00/100 ($591,689.00) said lump sum amount is included within the above noted GMP.

2.6 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work and are otherwise reimbursable without duplication as a Cost of the Work but excluding all items that are to be reimbursed under the lump sum General Condition expense amount noted-in paragraph 2.4 above, the parties have agreed to establish a Construction Manager's Contingency within the GMP. Construction Manager's Contingency funds may be increased by Change Order. Constriction Manager shall notify the COUNTY for any portion of the Work which it intends to charge against this contingency. The Construction Manager acknowledges and agrees that any work which is to be charged against the Construction Manager's Contingency funds that does not comply with the terms set forth herein may be deemed to be part of Construction Manager's basic Work compensated within the GMP and not chargeable against the Construction Manager's Contingency.

2.6.1 The Construction Manager's Contingency shall be utilized to compensate for the increased Cost of the Project incurred by the Construction Manager due to unforeseen circumstances relating to construction of that Project which resulted in an unavoidable increase in costs, except when deemed the responsibility of the COUNTY. The Construction Manager will be required to furnish documentation evidencing all expenditures charged to the Construction Manager's Contingency and demonstrating that the costs incurred were necessary for the Work. Construction Manager shall identify the amount sought to be charged to the Construction Manager's Contingency and the reasons why the amount should be charged to that Contingency.

The Construction Manager's Contingency shall be established as an amount of four million, eight hundred twenty thousand, and three hundred forty-five and 00/100 ($4,820,345.00) and is included within the above noted GMP.

2.7 Monthly installment payments of the Cost of the Work, General Conditions, the Construction Manager's Fee, and the utilized Contingency; shall be paid monthly based upon the percent completion of the Work for each particular month. The percent completion shall be based on the approved updated Construction Schedule as required in Exhibit B,

Supplemental Terms and Conditions, Section 3.3.9.

2.8 Construction Manager recognizes that this Contract includes work for trench excavation in excess of five feet deep. Construction Manager acknowledges the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Construction Manager certifies that the required trench safety standards will be in effect during the period of construction of the Project and Construction Manager agrees to comply with all such required trench safety standards.

2.8.1 The amount of ten thousand dollars and 00/100 ($10,000.00) has been separately identified for the cost of compliance with the required trench safety standards; said amount is included within the Article 2.1 above.

2.9 The GMP may be adjusted pursuant to the terms herein for Change Order and Construction Change Directive.

ARTICLE 3 CONTRACT TIME

3.1 The Construction Phase Commencement Date for the Work is August 23rd, 2022. The total period of time beginning with the Construction Phase Commencement Date through the date required for Substantial Completion of the Work is (1,119) calendar days ("Contract Time"). The SUBSTANTIAL COMPLETION DATE is therefore established as September 15, 2025.

Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Construction Manager's responsibility to complete the Work within the Contract Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement shall be assessed from Construction Manager for each calendar day Construction Manager fails to achieve Substantial Completion for the Designated Work within the Contract Time.

3.2 Pursuant to Section 7 A. of the Agreement, a Notice To Proceed was issued establishing the Pre-Construction Commencement Date and the time period for the Pre-Construction Services Phase. Change Order No. 3 extended the end date for that Phase. This Amendment hereby continues the Pre-Construction Services Phase until August 23, 2022.

ARTICLE 4 MISCELLANEOUS

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged and are hereby restated, ratified, and shall remain in effect. In the event of a conflict between the terms of this Amendment and those of the Agreement, COUNTY and Construction Manager agree that the terms of this Amendment shall prevail and control.

IN WITNESS WHEREOF, this Amendment 1 to Agreement RFP-KM-20-032 has been executed by the parties hereto or by their authorized representatives.

ATTEST:

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

COUNTY: Pasco County, Florida

By: _____
Kathryn Starkey, Chairman

APPROVED
IN SESSION

Date of Approval _____

AUG 09 2022

PASCO COUNTY
BCC

ATTEST:

Witness 1: _____
Signature

Mike Tippy
Print Name

Witness 2: _____
Signature

Matt A. Schmidt
Print Name

MOSS & ASSOCIATES, LLC

By: _____
Authorized Signature (SEAL)

Print Name: John Bowden

Title: Senior Vice President

Date: 8/5/2022

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 5 day of August, 2022, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

John Bowden, who executed the foregoing instrument as **Senior Vice President** of **Moss & Associates, LLC**, a [check one] [ ] corporation **[√]** limited liability company, organized under the laws of **Florida**, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

MARY ELIZABETH EDERINGTON
Commission # HH 219355
Expires January 23, 2026

_____
Signature of person taking acknowledgment

Mary Ederington
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** FAC24-0116 **DATE:** 6/4/2024

SUBJECT: Amendment No. 2 to Construction Management At Risk Agreement RFP-KM-20-032 for Jail Expansion - Moss & Associates, LLC - Increase the Guaranteed Maximum Price and the Project Budget, Establish and Add Funds to Owner's Contingency, and Add 102 Calendar Days to Contract Time - $5,889,000.00

REFERENCES: Agenda Memorandums OMB18-0023, OMB19-0013, PU20-0020, FAC20-1023, FAC20-0161, FAC21-0023, FAC21-0057, FAC22-0049, and FAC22-0234

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Approve Amendment No. 2 to the Contract For Pasco County Jail Expansion - Construction Management at Risk Agreement with Moss & Associates, LLC (Moss) for RFP-KM-20-032 (Agreement) for the Pasco County Jail Expansion (the Project) to (1) increase the Guaranteed Maximum Price (GMP) and the Project Budget not to exceed cap from $192,595,497.00 to $198,484,497.00, (2) establish and fund an Owner's Contingency in the amount of $5,000,000.00, (3) reallocate, as of the effective date of Amendment No. 2, 100% of the Project's unused Allowances to the Owner's Contingency, (4) authorize $889,000.00 to be paid to the Construction Manager for its fees related to the amount of the Owner's Contingency, (5) add 102 calendar days to the Contract Time, so the Contract Time is 1,221 calendar days and the Substantial Completion Date and the date of September 15, 2025, are eliminated, and (6) establish the Contract Time as the Final Completion Date of December 26, 2025.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On June 19, 2018, the Board of County Commissioners (BCC) approved Ordinance No. 18-20 authorizing the inclusion of a bond referendum for Pasco County, Florida General Obligation Bonds, Series 2019 Bonds (Jail Projects/Improvements) (OMB18-0023).

On December 11, 2018, the BCC approved a Resolution authorizing the issuance of General Obligation Bonds for Jail Projects/Improvements, in an Aggregate Principal NTE amount of $132,150,000.00 (OMB19-0013).

On February 18, 2020, the BCC authorized the Facilities Management Department to begin meaningful discussions with the top-ranked Construction Manager at Risk (CMAR) firm, Moss & Associates, LLC (Moss), in order to secure an agreement for construction management at risk services for expansion of the jail facility (Project) (PU20-0020).

On June 2, 2020, the BCC delegated to the County Administrator the authority to finish negotiations with Moss for CMAR services for the Project, to execute an Agreement for CMAR services with Moss, and authorized the Phase 1 Pre-Construction Services for the Project in the amount of $431,477.00 (FAC20-1023).

On July 14, 2020, the BCC Ratified Agreement RFP-KM-20-032 (Agreement) for CMAR Services to be provided by Moss for the Pasco County Jail Expansion in the NTE amount of $431,477.00 (FAC20-0161).

On December 8, 2020, the BCC approved Change Order No. 1 to Agreement for Pre-Construction Services (Agreement) for the upgrade of the existing fire alarm system, in the amount of $39,725.00. The new fire alarm system will be compatible with the fire alarm system planned for the new facility (FAC21-0023).

On February 9, 2021, the BCC approved Change Order No. 2 to Agreement for the Addition of Design-Assist Specialty Contractors in the NTE amount of $120,487.00 for Fiscal Year (FY) 2020 (FAC21-0057).

On December 7, 2021, the BCC approved Change Order No. 3 to Agreement to affirm and extend the current completion date of December 31, 2021, by 151 days, for a new completion date of May 31, 2022 (FAC22-0049).

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement to ratify and affirm the CMAR Agreement with Moss and to establish a Guaranteed Maximum Price (GMP), a Contract Price and Project Budget for the Project, and to establish the Substantial Completion Date as September 15, 2025 (FAC22-0234).

An Owner's Contingency (Contingency) was not initially identified for this Project, and it has been determined that additional funds are required to address unforeseen circumstances and changes to the scope of work, including but not limited to, site work, geotechnical investigation, structural, civil, electrical, and plumbing.

Amendment No. 2 establishes and adds $5,000,000.00 to an Owner's Contingency and reallocates 100% of the Project's unused Allowances to the Contingency. The sum $889,000.00 is budgeted and available for associated Construction Manager's fees. Any unspent Contingency funds will be credited to the Project and retained by the County upon final completion of the Project.

Amendment No. 2 increases the Guaranteed Maximum Price and the Project Budget not to exceed cap from $192,595,497.00 to $198,484,497.00, an increase of $5,889,000.00.

Amendment No. 2 adds 102 calendar days to the Contract Time, so the Contract Time is 1,221 calendar days, and the Substantial Completion Date and the date of September 15, 2025, are eliminated. The Contract Time shall be established as the Final Completion Date of December 26, 2025. A soil void at the site required a geotechnical investigation and a soil remediation program, which resulted in a delay to the start of the concrete foundation work. Additionally, the sanitary vent piping system was revised, which subsequently delayed the slab-on-grade and tilt wall panel work.

The anticipated schedule and budget for this project is:

Project Activity	Schedule		Budget
	Start	Finish	Amount
Design	Spring 2020	Summer 2025	$8,441,839.00
Pre-construction	Summer 2020	Summer 2022	$591,689.00
Construction	Fall 2022	Winter 2025	$197,892,808.00
FFE/Permitting/Misc.	Spring 2020	Winter 2025	$6,617,000.00
Total Cost:			$213,543,336.00

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $5,889,000.00 is budgeted and available in Capital Improvement Plan Projects Funds, Corrections Operations, Project 20F38 – Detention Center Expansion GO Bond.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original
2. Mail One Original to:

Mr. Bob L. Moss
Moss & Associates, LLC
2101 North Andrews Avenue
Ft. Lauderdale, FL 33311
Telephone (954) 524-5678
Federal ID No. 73-1699834

ATTACHMENT(S):
1. FAC24-0116 Moss Amendment No. 2
2. FAC24-0116 Memorandum OMB 18-0023
3. FAC24-0116 Memorandum OMB 19-0013
4. FAC24-0116 Memorandum PU20-0020
5. FAC24-0116 Memorandum FAC20-1023
6. FAC24-0116 Moss Agreement
7. FAC24-0116 Memorandum FAC20-0161
8. FAC24-0116 Memorandum FAC21-0023
9. FAC24-0116 Moss Change Order No. 1
10. FAC24-0116 Memorandum FAC21-0057
11. FAC24-0116 Moss Change Order No. 2

12. FAC24-0116 Memorandum FAC22-0049
13. FAC24-0116 Moss Change Order No. 3
14. FAC24-0116 Memorandum FAC22-0234
15. FAC24-0116 Moss Amendment No. 1
16. FAC24-0116 Location Map Jail
17. FAC24-0116 Location Map Visitation Building
18. FAC24-0116 Division of Corporations

cc: Carrie C. Roberts, Purchasing Director

AMENDMENT NO. 2 TO AGREEMENT BETWEEN PASCO COUNTY AND
CONSTRUCTION MANAGER for
PASCO COUNTY JAIL ADDITION PROJECT

THIS AMENDMENT NO. 2 ("Amendment No. 2") is made by and between Pasco County Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the "County"), and Moss & Associates, LLC (the "Construction Manager"), to that certain Construction Management At Risk Agreement between the County and the Construction Manager, dated July 14, 2020 ("Agreement"), as amended by Amendment No. 1 dated August 9, 2022, ("Amendment No. 1") in connection with the management and construction required for the expansion and renovation of the Pasco County Jail Addition. the ("Project")

NOW THEREFORE, the County and Construction Manager, for the consideration set forth herein, agree as follows:

1. The Agreement, as amended by Section 2.1 of Amendment No. 1, is amended to increase the Guaranteed Maximum Price and the Project Budget not to exceed cap from $192,595,497.00 to $198,484,497.00, an increase of $5,889,000.00.

2. The Agreement, as amended by Section 2.2 of Amendment No. 1, is amended to reallocate 100% of the Project's unused Allowances as of the effective date of this Amendment No. 2 to the Owner's Contingency established below. The term Allowances refers to those items referenced in Article 1, Attachment No. 2, of Amendment No. 1. Attachment No. 2 is attached hereto for reference. The parties shall memorialize in writing the unused Allowances and the amounts that are reallocated to the Owner's Contingency as of the effective date of this Amendment, which writing shall automatically be incorporated herein and made a part hereof. These amounts are in addition to the funds described in Section 3 below.

3. An Owner's Contingency is established and funded in the amount of $5,000,000.00 of County funds. In addition, after applicable and required markups, there is available an additional $889,000.00. The total of County funds in the amount of $5,889,000.00 shall be applied as follows:

    a. Owner's Contingency: $5,000,000.00
    b. Construction Manager:15% fee:$750,000.00
    c. Construction Manager:1.59% Contractor-Controlled Insurance Program (CCIP): $79,500.00
    d. Construction Manager:1.09% Subcontractor Default Insurance (SDI): $54,500.00
    e. Construction Manager: 10% Warranty: $5,000.00

4. The Owner's Contingency is established as within the GMP to efficiently and timely (i) address any unknown errors or deficiencies in the Construction Documents prepared by the Design Professional, (ii) to accommodate changes in the Work requested by the County that are within the scope of the required Work and are otherwise reimbursable without duplication as a Cost of the Work or as a Construction Manager's Contingency item, but excluding all items that are to be reimbursed under the lump sum General Condition expense amount noted-in Section 2.4 of Amendment No. 1, and (iii) if agreed to by the Owner, for any other reason that otherwise causes an increase in the cost of the Project.

5. The Owner's Contingency funds may be increased by Change Order.

6. The Construction Manager shall notify the COUNTY for any portion of the Work which it seeks to charge against the Owner's Contingency. The Construction Manager acknowledges and agrees that any work which is to be charged against the Owner's Contingency funds that does not comply with the terms set forth herein may be deemed to be part of Construction Manager's basic Work compensated within the GMP and not chargeable against the Owner's Contingency.

    a. The Owner's Contingency shall be utilized to compensate for the increased Cost of the Project incurred by the Construction Manager due to matters described in Section 3 above.
    b. The Construction Manager will be required to furnish documentation evidencing expenditures to be charged to the Owner's Contingency and demonstrating that the costs incurred were necessary for the Work. The Construction Manager shall identify the amount sought to be charged to the Owner's Contingency and the reasons why the amount should be charged to that Contingency.
    c. Utilization of the Owner's Contingency shall be paid monthly based upon the percent completion of the Work for each particular month.
    d. Any Owner's Contingency funds remaining at the Final Completion of the Work shall be retained by the County.

7. Section 3.1 of Article 3 of Amendment No. 1 to the Agreement is amended to read in its entirety as follows:

    3.1 The Construction Phase Commencement Date for the Work is August 23rd, 2022. The total period of time beginning with the Construction Phase Commencement Date through the date required for Final Completion of the Work is (1,221) calendar days ("Contract Time"). The FINAL COMPLETION DATE is therefore established as December 26, 2025.

    Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Construction Manager's responsibility to complete the Work within the Contract

Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement shall be assessed from Construction Manager for each calendar day Construction Manager fails to achieve Final Completion for the Work within the Contract Time.

8. The Agreement, as amended by Article 3 Contract Time, Section 3.1 of Amendment No. 1, is amended to add 102 calendar days to the Contract Time so that the Contract Time is 1,221 calendar days and the Substantial Completion Date and the date of September 15, 2025, is eliminated. The Contract Time shall be established as the Final Completion Date of December 26, 2025. The cost impact of the elimination of the Substantial Completion Date and the establishment of the Final Completion Date will be agreed to by the parties at a later date, provided that the liquidated damage rate shall apply to this Amendment and Construction Manager's responsibility to complete the Work within the Contract Time. Accordingly, the liquidated damage rate established in the Agreement shall be assessed from the Construction Manager for each calendar day the Construction Manager fails to achieve the Work by the Final Completion Date.

9. Except as expressly modified herein, the terms and conditions of the Agreement, as amended by Amendment No. 1 remain unchanged and are hereby restated, ratified, and shall remain in effect. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended by Amendment No. 1, the County and the Construction Manager agree that the terms of this Amendment shall prevail and control.

IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement, as amended by Amendment No. 1, has been executed by the parties hereto or by their authorized representatives.

APPROVED
IN SESSION
JUN 04 2024
PASCO COUNTY
BCC

(SEAL)

ATTEST:

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller
BCC 06/04/2024 FAC24-0116

COUNTY:
Pasco County, Florida

By: _____
Ronald E. Oakley, Chairman

Date of Approval _____

ATTEST:

Witness 1:

_____
Signature

_____
Print Name

Witness 2:

_____
Signature

_____
Print Name

CONSTRUCTION MANAGER:
Moss & Associates, LLC

By: _____
Authorized Signature

Print Name: John Bowden

Title: Sr. Vice President

Date: 5/20/2024

BROOKE G. SCHULTHEIS NOTARY PUBLIC MY COMMISSION EXPIRES 10-11-2026 STATE OF FLORIDA COMMISSION NUMBER HH 321019

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} **ss**
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 20 day of May, 2024, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] John Bowden, who executed the foregoing instrument as [Title] Senior Vice President of [Corporation or Company Name] Moss + Associates a [check one] [ ] corporation [✓] limited liability company, organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name], as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed, or stamped

_____
Title or rank

_____
Serial number (if any)

GMP Submission - Attachment 2

Allowances

PASCO COUNTY JAIL EXPANSION

S.No.	DESCRIPTION	Allowance Amt.	Assumptions and Clarifications Reference
1	Allowance for Building Permit Fees	$50,000	
2	Allowance for shoring budget for demolition of the existing Sallyport (Area K)	$56,200	
3	Allowance for furnishing 1,417 ea. steel embed plates for (886) tilt-up panel to panel and (531) panel to footing connections, pending design/ engineering completion. This includes an extra 12 ea. tilt-up wall panels in addition to the 163 ea. shown on the drawings, which may need to be added because of size and weight restrictions on some of the larger panels shown.	$288,050	Concrete Item 1
4	Allowance for misc. steel that is required for bolting down the rooftop equipment curb supplemental support steel	$115,750	
5	Allowance for galvanized steel condenser unit racks	$25,800	
6	Allowance for additional support steel at rooftop mechanical units to allow for anticipated additional load on joists	$175,000	
7	Allowance for 7 ea. Conditions of existing masonry wall infill, including demolition of existing concrete slab, excavation, new concrete bell footing and slab pour-back	$15,750	
8	Allowance for drywall patching and repair at existing walls per note D118 on demolition plans.	$35,210	
9	Allowance for to relocate the underground for the Fire Riser as follows:		
10	a. For Civil. That assumes we have a clear access path to get some small equipment in, Moss is assuming doing a 10" x 08" Tapping Sleeve and Valve to make the connection to the existing so we do not have to interrupt the fire protection. That also includes restoration of the building slab.	$40,000	
11	b. For Demo of the existing and capping the line.	$10,000	
12	Allowance for misc. patching of Spray Applied Fire Proofing damaged by construction activities at:		
13	a. new Jail construction	$40,000	
14	b. existing Jail areas	$32,000	Spray Applied Cementitious Fireproofing Item 3
15	Allowance for 111 ea. Additional fire alarm devices and 1 ea. Zone panel per drawing	$88,000	
16	Allowance for 220 sets of steel CMU bracing	$64,430	
17	Allowance for temporary air conditioning	$100,000	Division 23 - Heating, Ventilation, & Air Condition Item 2
18	Allowance for anticipated structural modification to site fencing related to the delegated design process.	$272,260	Site Fencing & Gates Item 1
19	Allowance for temporary and permanent detailing and waterproofing for the connection between Area K and the existing building	$100,000	
20	Allowance to: a. sawcut and remove split face masonry veneer wall openings for access from existing building Area G to new building Area K.	$24,000	
21	b. add stucco or paint outside of Building K that will be viisble after the removal of the Sallyport	$15,000	
22	Allowance for the existing rotary ovens relocation to the new building	$5,000	
23	Allowance for the work associated with exisiting concrete floors in Area C	$91,200	Flooring Item 1
24	Allowance for the industrial grade sliding door tags L142, L144, L145 that are not available in sizes scheduled and are not included pending further design information or sourcing.	$10,200	Doors, Frames & Hardware Item 2
25	Allowance for additional miscellaneous or support steel, framing or bracing not indicated in the documents.	$62,462	Structural Steel/Miscellaneous Metals Item 1
26	Allowance for doors, frames & finish hardware revisions and/ or design completion.	$53,852	Doors, Frames & Hardware Item 1
27	Allowance for R-19 batt insulation above acoustical ceiling tiles.	$156,300	Acoustical Treatments and Security Ceiling Systems Item 1
28	Allowance for metal enclosure panels beneath lockers within Dayrooms (16/ A610).	$20,000	Lockers Item 1
29	Allowance for potential design and/or scope revisions related to the custom freight elevator.	$20,705	Elevator Items 2b and 3
30	Allowance for additional re-work of fire protection systems within existing areas, except for Area 'C'.	$197,430	Divisioin 21 - Fire Protection Item 5
31	Allowance to furnish and install 10 ea. televisions with wall mount brackets.	$25,000	Other Equipment Item 2
32	Allowance for sheet metal plate at K260 Staff Corridor per 3/ A751.	$5,300	
33	Allowance for assistance from the Mechanical Subcontractor in commissioning or testing for the Fire Alarm upgrades in the existing building areas.	$30,000	Division 23 - Heating, Ventilation, & Air Condition Item 3
34	Allowance to provide fiber-optic site utiity.	$500,000	General Item 33
	TOTAL ALLOWANCES =	**$2,724,899**	

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** FAC25-0108 **DATE:** 4/9/2025

SUBJECT: Amendment No. 3 to Construction Management at Risk Agreement RFP KM-20-032 for Jail Expansion - Moss & Associates, LLC - Increase the Guaranteed Maximum Price and the Project Budget, Stipulation of Allocation of the Increase, and Add 284 Calendar Days to Contract Time - $14,791,013.52

REFERENCES: Agenda Memorandums OMB18-0023, OMB19-0013, PU20-0020, FAC20-1023, FAC20-0161, FAC21-0023, FAC21-0057, FAC22-0049, FAC22-0234, and FAC24-0116

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Approve Amendment No. 3 to the Construction Management at Risk Agreement RFP-KM-20-032 (Agreement) with Moss & Associates, LLC (Moss), for the Pasco County Jail Expansion (the Project) to (1) increase the Guaranteed Maximum Price (GMP) by $14,791,013.52 for a Not to Exceed Amount of $213,275,510.52; (2) authorize costs allocations as detailed below; (3) add two hundred eighty-four (284) days to the Contract Time; and (4) provide that the remaining Moss supervision costs will be retained by the County upon completion of the project. Authorize the Chairman to execute the two originals of Amendment No. 3 provided and direct Board Records to distribute as detailed below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On June 19, 2018, the Board of County Commissioners (BCC) approved Ordinance No. 18-20 authorizing the inclusion of a bond referendum for Pasco County, Florida General Obligation Bonds, Series 2019 Bonds (Jail Projects/Improvements) (OMB18-0023).

On December 11, 2018, the BCC approved a Resolution authorizing the issuance of General Obligation Bonds for Jail Projects/Improvements, in an Aggregate Principal Not To Exceed (NTE) amount of $132,150,000.00 (OMB19-0013).

On February 18, 2020, the BCC authorized the Facilities Management Department to begin negotiations with the top-ranked Construction Manager at Risk (CMAR) firm, Moss, in order to secure an agreement for construction management at risk services for expansion of the jail facility (Project) (PU20-0020).

On June 2, 2020, the BCC delegated to the County Administrator the authority to finish negotiations with Moss for CMAR services for the Project, to execute an Agreement for CMAR services with Moss, and authorized the Phase 1 Pre-Construction Services for the Project in the amount of $431,477.00 (FAC20-1023).

On July 14, 2020, the BCC Ratified Agreement RFP-KM-20-032 (Agreement) signed by the County Administrator for CMAR pre-construction services to be provided by Moss for the Pasco County Jail Expansion in the NTE amount of $431,477.00 (FAC20-

0161).

On December 8, 2020, the BCC approved Change Order No. 1 to the Agreement for pre-construction services for the upgrade of the existing fire alarm system, in the amount of $39,725.00. The new fire alarm system will be compatible with the fire alarm system planned for the new facility (FAC21-0023).

On February 9, 2021, the BCC approved Change Order No. 2 to the Agreement for the Addition of Design-Assist Specialty Contractors in the NTE amount of $120,487.00 for Fiscal Year (FY) 2020 (FAC21-0057).

On December 7, 2021, the BCC approved Change Order No. 3 to the Agreement, to affirm and extend the current completion date of December 31, 2021 by 151 days, for a new completion date of May 31, 2022 (FAC22-0049).

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement, to ratify and affirm the CMAR Agreement with Moss and to establish a Guaranteed Maximum Price (GMP), a Contract Price and Project Budget for the Project, and to establish the Substantial Completion Date as September 15, 2025 (FAC22-0234).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement, to increase the GMP and Project Budget, establish and add funds to an Owner's Contingency (Contingency) and add 102 calendar days to the Contract Time, for a new Final Completion Date of December 26, 2025 (FAC24-0116).

Amendment No. 3 adds 284 days to the Final Completion Date of December 26, 2025, for a new Final Completion Date of October 6, 2026. Of those 284 days, Moss identified 42 days as concurrent delays due to design, subcontractors, and Construction Change Directives. Consequently, Moss is reducing the cost impacts associated with the General Conditions and General Requirements (GCs/GRs) and subcontractor costs from 284 to 242 days.

Amendment No. 3 increases the GMP and the Project Budget NTE cap from $198,484,497.00 to $213,275,510.52, an increase of $14,791,013.52, which shall be applied as follows:

A. Moss's GCs/GRs in the amount of $5,193,200.00, comprised of:
i) An additional 242 days of Moss GCs/GRs costs in the amount of $3,537,556.00.
ii) An additional 242 days of Moss Supervision costs (Moss Supervision), in the amount of $1,655,644.00.

B. Moss's Subcontractors' Costs in the amount of $2,895,539.76, comprised of:
i) An additional 242 days of Subcontractors' GCs/GRs costs in the amount of $2,287,626.00.
ii) Overtime costs for BCH Mechanical LLC to mitigate the impacts of Construction Change Directives during July through October of 2024, in the amount of $382,127.76.
iii) An additional 242 days of Subcontractors' warranty costs, in the amount of

$225,786.00.

C. Owner's Contingency in the amount of $4,469,431.00, comprised of:
i) Additional Owner's Contingency funding, in the amount of $3,000,000.00.
ii) An overrun in the Owner's Contingency, in the amount of $1,469,431.00.

D. Construction Manager's 15% fee in the amount of $1,883,725.61.

E. Construction Manager's 1.59% fee for Contractor-Controlled Insurance Program (CCIP), in the amount of $199,674.92.

F. Construction Manager's 1.09% fee for Subcontractor Default Insurance (SDI), in the amount of $136,884.06.

G. Construction Manager's .1% fee for Warranties, in the amount of $12,558.17.

Amendment No. 3 provides that any Moss Supervision costs remaining at Final Completion shall be retained by the County.

The anticipated schedule and budget for this project are:

Project Activity	Schedule		Budget
	Start	Finish	Amount
Design	Spring 2020	Summer 2025	$8,441,839.00
Pre-construction	Summer 2020	Summer 2022	$591,689.00
Construction	Fall 2022	Winter 2026	$212,683,821.52
FF&E/Permitting/Misc.	Spring 2020	Winter 2026	$6,617,000.00
TOTAL COST:			$228,334,349.52

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $14,791,013.52 is budgeted and available in various funds, project 20F38 - Detention Center Expansion GO Bond.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original
2. Mail One Original to:

Mr. Bob L. Moss
Moss & Associates, LLC
2101 North Andrews Avenue
Ft. Lauderdale, FL 33311

Telephone (954) 524-5678
Federal ID No. 73-1699834

ATTACHMENT(S):

1. FAC25-0108 Amendment No. 3
2. FAC25-0108 OMB18-0023
3. FAC25-0108 OMB19-0013
4. FAC25-0108 PU20-0020
5. FAC25-0108 FAC20-1023
6. FAC25-0108 FAC20-0161
7. FAC25-0108 Agreement
8. FAC25-0108 FAC21-0023
9. FAC25-0108 Change Order No. 1
10. FAC25-0108 FAC21-0057
11. FAC25-0108 Change Order No. 2
12. FAC25-0108 FAC22-0049
13. FAC25-0108 Change Order No. 3
14. FAC25-0108 FAC22-0234
15. FAC25-0108 Amendment No. 1
16. FAC25-0108 FAC24-0116
17. FAC25-0108 Amendment No. 2
18. FAC25-0108 Location Map 1 Jail
19. FAC25-0108 Location Map 2 Visitation Building
20. FAC25-0108 Division of Corporations
21. FAC25-0108 Requisition

AMENDMENT NO. 3 TO AGREEMENT BETWEEN PASCO COUNTY AND CONSTRUCTION MANAGER for PASCO COUNTY JAIL ADDITION PROJECT

THIS AMENDMENT NO. 3 ("Amendment No. 3") is made by and between Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the "County"), and Moss & Associates, LLC (the "Construction Manager"), to that certain Construction Management At Risk Agreement between the County and the Construction Manager, dated July 14, 2020 ("Agreement"), as amended by Amendment No. 1 dated August 9, 2022 ("Amendment No. 1"), and Amendment No. 2 dated June 4, 2024 ("Amendment No. 2") in connection with the management and construction required for the expansion and renovation of the Pasco County Jail Addition ("Project").

NOW THEREFORE, the County and Construction Manager, for the consideration set forth herein, agree as follows:

1. The Agreement, as amended by Section 2.1 of Amendment No. 1, and Paragraph 1 of Amendment No. 2, is amended to increase the Guaranteed Maximum Price and the Project Budget not-to-exceed cap from $198,484,497.00 to $213,275,510.52, an increase of $14,791,013.52.

2. The increase of $14,791,013.52 in the Guaranteed Maximum Price shall be applied as follows:

   A. Moss General Conditions and General Requirements: the lump sum amount of $5,193,200.00, comprised of:
      1) Additional 242 days of Moss General Conditions and General Requirements (GC/GR) costs in the amount of $3,537,556.00.
      2) Additional 242 days of Moss Supervision costs (Moss Supervision), in the amount of $1,655,644.00.

   B. Moss Subcontractor Costs: $2,895,539.76, comprised of:
      1) Additional 242 days of Subcontractors' GC/GR costs, in the amount of $2,287,626.00.
      2) Overtime costs for BCH Mechanical to mitigate impacts of Construction Change Directives (CCDs) during July through October of 2024, in the amount of $382,127.76.
      3) Additional 242 days of Subcontractors' warranty costs, in the amount of $225,786.00.

   C. Owner's Contingency: $4,469,431.00, comprised of:
      1) Additional Owner's Contingency funding, in the amount of $3,000,000.00.
      2) An overrun in the Owner's Contingency, in the amount of $1,469,431.00.

   D. Construction Manager 15% fee: $1,883,725.61.

E. Construction Manager 1.59% Contractor-Controlled Insurance Program (CCIP): $199,674.92.

F. Construction Manager 1.09% Subcontractor Default Insurance (SDI): $136,884.06.

G. Construction Manager .1% Warranty: $12,558.17.

3. Any Moss Supervision costs remaining at Final Completion shall be retained by the County.

4. Section 3.1 of Article 3 of Amendment No. 1 to the Agreement is amended to read in its entirety as follows:

   3.1 The Construction Phase Commencement Date for the Work is August 23, 2022. The total period of time beginning with the Construction Phase Commencement Date through the date required for Final Completion of the Work is 1,505 calendar days ("Contract Time"). The FINAL COMPLETION DATE is therefore established as October 6, 2026.

   Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Construction Manager's responsibility to complete the Work within the Contract Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement shall be assessed from Construction Manager for each calendar day Construction Manager fails to achieve Final Completion for the Work within the Contract Time.

5. Paragraph 8 of Amendment No. 2 is amended to add 284 calendar days to the Contract Time so that the Contract Time is 1,505 calendar days and the Final Completion Date is October 6, 2026.

6. Except as expressly modified herein, the terms and conditions of the Agreement, as amended by all prior amendments, remain unchanged and are hereby restated, ratified, and shall remain in effect. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended by Amendment No. 1 and Amendment No. 2, the County and the Construction Manager agree that the terms of this Amendment shall prevail and control.

[The remainder of this page is intentionally left blank.

Signatures follow on the next page.]

IN WITNESS WHEREOF, this Amendment No. 3 to Agreement Between Pasco County and Construction Manager for Pasco County Jail Addition Project, as amended by Amendment No. 1 and Amendment No. 2, has been executed by the parties hereto or by their authorized representatives.

(SEAL)

ATTEST:

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

COUNTY:
Pasco County, Florida

By: _____
Kathryn Starkey, Chairman

APPROVED
IN SESSION
APR 09 2025
PASCO COUNTY
BCC

Date of Approval: _____

ATTEST

Witness 1: _____
Signature

Jeffrey V. Sellert
Print Name

Witness 2: _____
Signature

Benjamin Fritzsche
Print Name

CONSTRUCTION MANAGER:
Moss & Associates, LLC

By: _____
Authorized Signature

Print Name: John Bowden

Title: Sr. Vice President

Date: 4/1/2025

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} **ss**
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 1 day of April, 2025, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] John Bowden who executed the foregoing instrument as [Title] SENIOR VICE PRES. of [Corporation or Company Name] Moss & Associates, LLC a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] FLORIDA, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

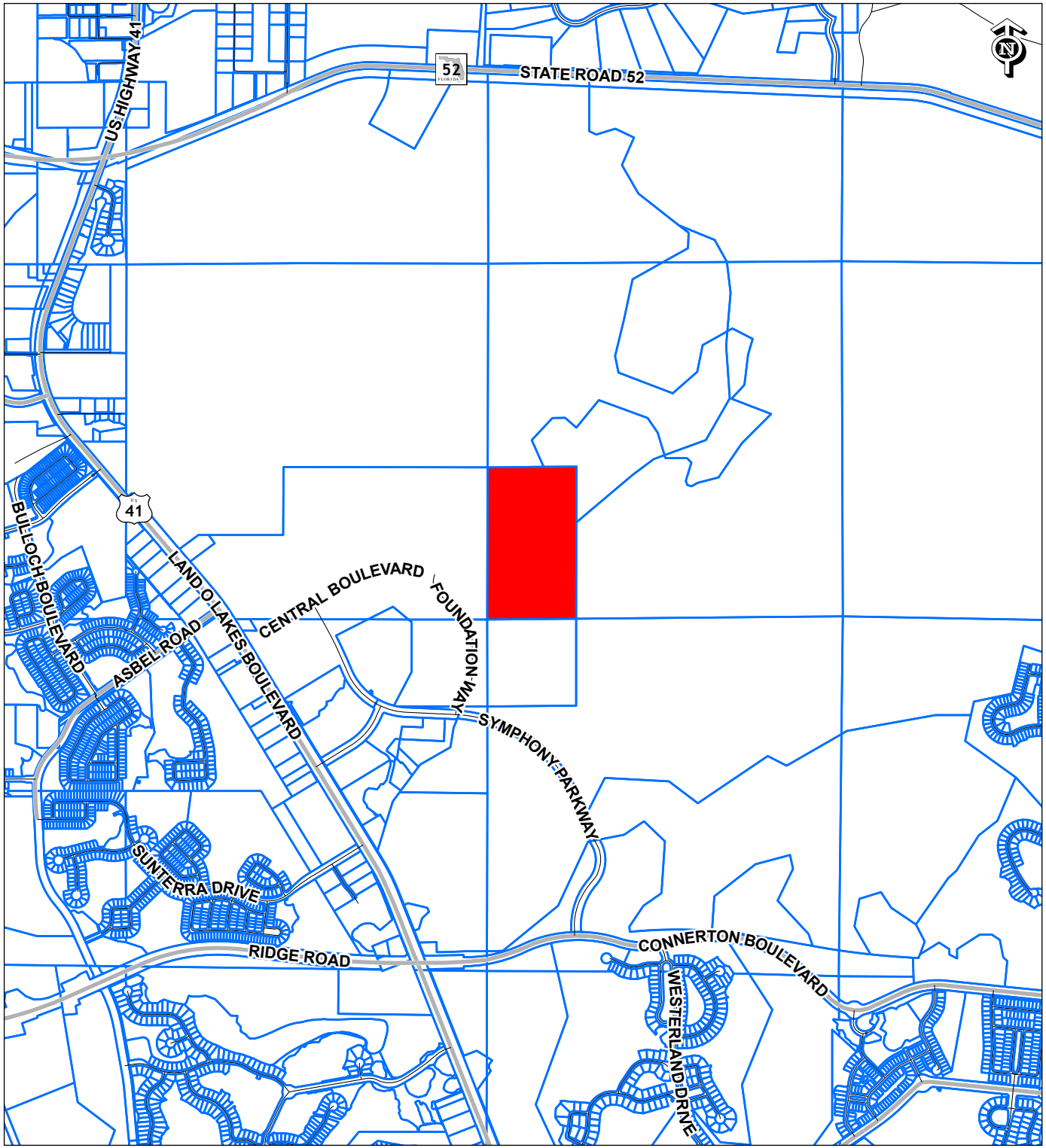
BROOKE G. SCHULTHEIS NOTARY PUBLIC MY COMMISSION EXPIRES 10-11-2026 STATE OF FLORIDA COMMISSION NUMBER HH 321019

_____
Signature of person taking acknowledgment

Brooke Schultheis
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)



FAC26-0109

PASCO COUNTY JAIL
20101 CENTRAL BOULEVARD
LAND O' LAKES 34637

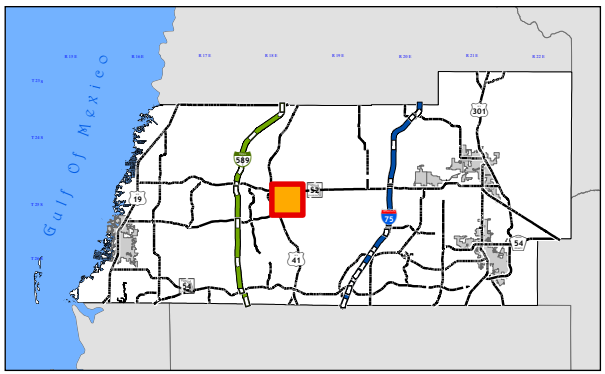
14-25-18-0000-00200-0000

SUBJECT PROPERTY

COMMISSION DISTRICT: 2

0 5,280

Feet



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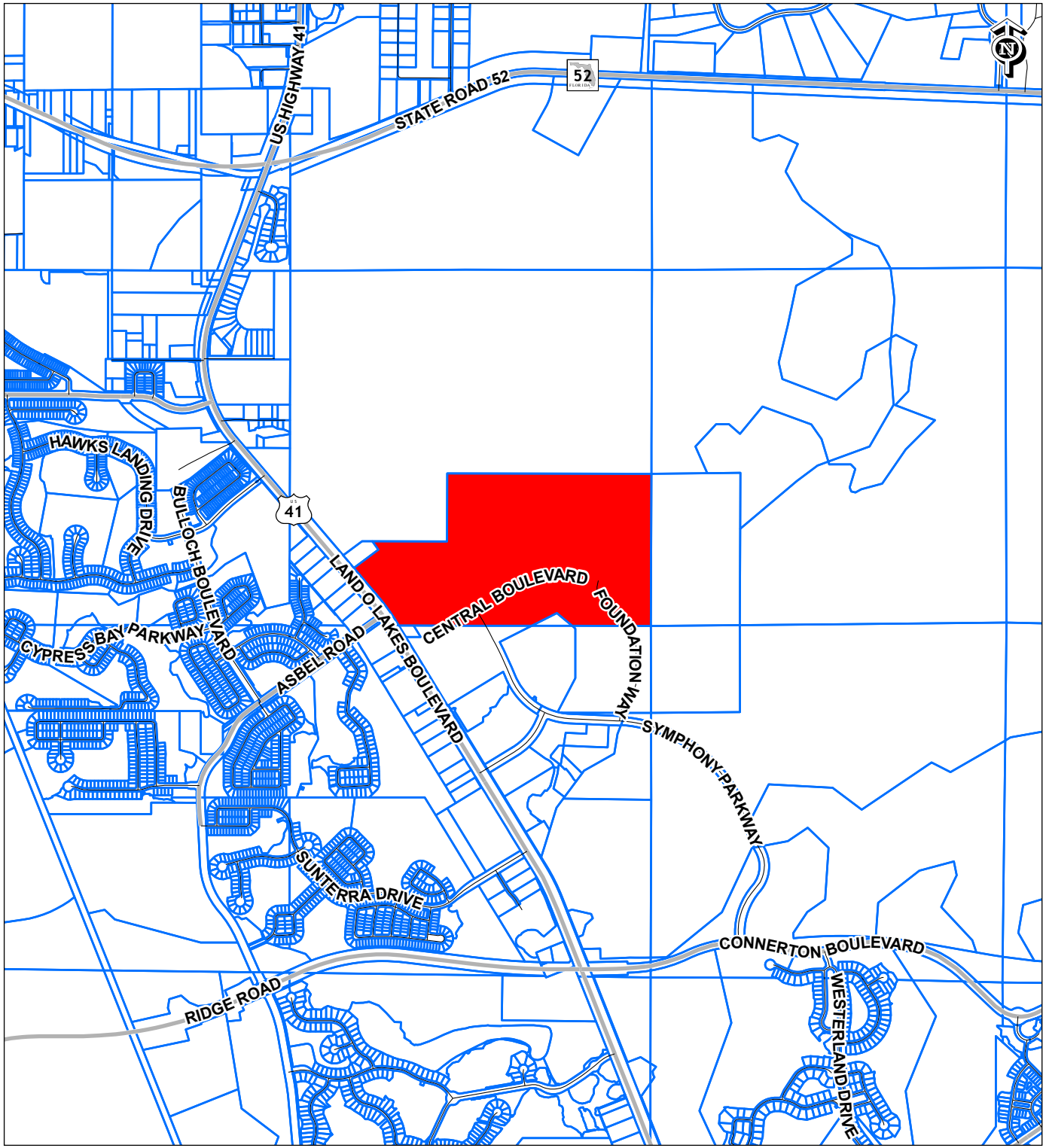
FAC26-0109

PASCO COUNTY CORRECTIONS VISITATION AND RESOURCE CENTER 10326 ASBEL ROAD LAND O' LAKES 34637

15-25-18-0000-00300-0000

SUBJECT PROPERTY

COMMISSION DISTRICT: 2



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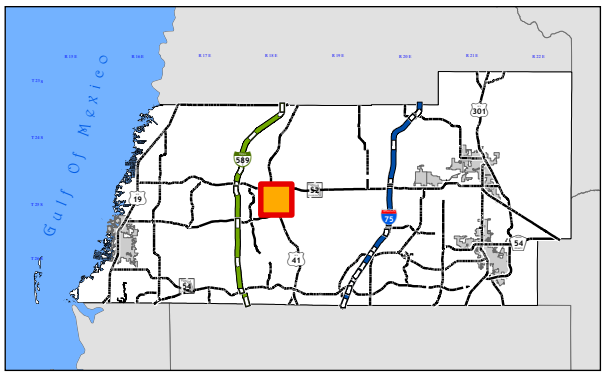
Feet



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Detail by Entity Name

Florida Limited Liability Company
MOSS & ASSOCIATES, LLC

Filing Information

Document Number	L04000022199
FEI/EIN Number	73-1699834
Date Filed	03/23/2004
Effective Date	03/24/2004
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	09/02/2020
Event Effective Date	NONE

Principal Address

6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Changed: 12/13/2024

Mailing Address

6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Changed: 12/13/2024

Registered Agent Name & Address

MOSS, BOB L
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Name Changed: 01/08/2014

Address Changed: 03/20/2025

Authorized Person(s) Detail

Name & Address

Title Founder, Chairman, Manager

MOSS, BOB L
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title CEO, Managing Director, Manager

Moss, Scott R
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title President Hawaii, Chief Legal Officer, Assistant Secretary

Moldow, Bruce J.
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title President, South Florida Region

Atkinson, Brett T.
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title PRESIDENT, MID-FLORIDA, TEXAS, CALIFORNIA

MAZZA, MICHAEL J.
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title PRESIDENT, CHIEF SCALLING OFFICER

MCALLISTER, ANDREW N.
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VC, Manager

Moss, Robert C.
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title Executive Vice President

Baro, Edward
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP

SLATER, RICHARD
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title Senior Vice President, Chief Accounting Officer, Secretary

Clarkson, Joanna
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title Senior Vice President

Zupancic, James
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP, Risk Management

D'AQUILLA, JENNIFER
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title Senior Vice President, Business Strategy

VALDES, VERONICA NUR
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title Executive Vice President, Chief Information Officer

Sayfie, JT
6363 NW 6th Way
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Title VP

Dorman, Chris
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title Senior Vice President, Solar Operations

SOCHACKI, MARK
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title Senior Vice President, Chief Investment Officer

Greer, David
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title SVP

Callahan, Jeff
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title Senior Vice President, Chief Legal Officer, Assistant Secretary

HENDERSON, KIMBERLY A
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title AS

GOLDEN, SHARLENE
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title President, SOLAR

PERKINS, EDWIN
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title SVP

Manulak, Toby
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FT. LAUDERDALE, FL 33309

Title SVP

WETHERINGTON, BRIAN
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Title SVP

Martin, Jason M
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP

Willis, Todd
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FT. LAUDERDALE, FL 33309

Title SVP, Solar

Espinosa, Alfredo
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title SVP

Hidalgo, Luis
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Title Senior Vice President, Solar

Imbert, Shane
6363 NW 6th Way
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Title SVP, CHRO

Coello, Enrique
6363 NW 6th Way
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Title Senior Vice President, Hawaii

Jun, Matthew
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Title VP, Preconstruction South Florida

Porak, Brett
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP, Solar, Electrical Administration

BAHR, MICHAEL
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title SVP, Solar - Electrical Field Operations

Williams, Jeremy
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Title SVP, EHS

SVAC, MICHAEL
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Title SVP

CUDDIHEE, JIM
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Title SVP

DOCSA, AARON
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Title VP

BESSELL, PAUL
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Title VP

CARSON, JOSH
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP

DEL CAMPO, FERNANDO
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP

GREEN, GARRETT
6363 NW 6th Way
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Title VP

SELLERS , JEFFERY
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP

SPRINGMYER, GORDON
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Title VP, MECHANICAL FIELD OPERATIONS, SOLAR

STOCKSTILL, TONY
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Title VP, MID FLORIDA

TAVARES, JAKE
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Title VP

FRASER, TIM
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GARLAND, LARRY
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Title VP, Divisional Chief Financial Officer, Solar

GOODELL, KEN
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Title VP

MUTCHLER, JOSHUA
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CONSHUE, ROBERT
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PROFFER, DRUE
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PURPURA, ANGELO
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Title VP, Solar, Mechanical

SOUTHERN, RAYC
6363 NW 6th Way
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Title EVP, CFO

HOPE , STEVE
6363 NW 6th Way
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Title VP, HR, Solar

CARMICHAEL, JOSHUA
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP, GENERAL COUNSEL - CM

FULLINGTON, IAN E
6363 NW 6th Way
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Title VP, Planning & Scheduling, CM

ARTUK, UMUT
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP

BURGOS-ZAYAS, PABLO
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP, General Counsel, Solar

MATHEWS , JOHN
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title SVP, Chief Technology Officer, Solar

RADHAKRISHNAN, RAVISHANKAR
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title CFO, MFO

PLUTT, JULIO
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP, CM

CARTER, RYAN
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP, CM

REESE, ANDREW
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP, Solutions Engineering

SUNDAR, ANAND
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FT. LAUDERDALE, FL 33309

Title VP, CM

ELLISON, CORY
6363 NW 6th Way
FT. LAUDERDALE, FL 33309

Title VP, CM

HARRIS, BRADY
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Title SVP, Accounting

CHEE, VINCENT
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FT. LAUDERDALE, FL 33309

Annual Reports

Report Year	Filed Date
2025	03/20/2025
2025	07/10/2025
2026	03/30/2026

Document Images

03/30/2026 -- ANNUAL REPORT	View image in PDF format
09/08/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
07/10/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
03/20/2025 -- ANNUAL REPORT	View image in PDF format
10/28/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
10/21/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2024 -- ANNUAL REPORT	View image in PDF format

04/30/2023 -- ANNUAL REPORT	View image in PDF format
03/16/2022 -- ANNUAL REPORT	View image in PDF format
04/15/2021 -- ANNUAL REPORT	View image in PDF format
09/02/2020 -- LC Amendment	View image in PDF format
05/11/2020 -- ANNUAL REPORT	View image in PDF format
03/22/2019 -- ANNUAL REPORT	View image in PDF format
02/06/2018 -- ANNUAL REPORT	View image in PDF format
06/26/2017 -- LC Amendment	View image in PDF format
03/02/2017 -- ANNUAL REPORT	View image in PDF format
02/09/2016 -- ANNUAL REPORT	View image in PDF format
01/19/2015 -- ANNUAL REPORT	View image in PDF format
10/16/2014 -- LC Amendment	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
09/05/2013 -- LC Amendment	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
04/11/2011 -- ANNUAL REPORT	View image in PDF format
04/11/2011 -- LC Amendment	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
01/11/2010 -- ANNUAL REPORT	View image in PDF format
03/12/2009 -- ANNUAL REPORT	View image in PDF format
01/08/2008 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
06/21/2006 -- ANNUAL REPORT	View image in PDF format
01/16/2006 -- ANNUAL REPORT	View image in PDF format
05/13/2005 -- ANNUAL REPORT	View image in PDF format
02/08/2005 -- ANNUAL REPORT	View image in PDF format
01/11/2005 -- ANNUAL REPORT	View image in PDF format
03/24/2004 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT			LINE DESCRIPTION		EFF DATE			
1	10070070	361100	00000	ORG 10070070	Interest-Investment	-4,120,439.00	-2,602,216.00	-6,722,655.00	
	2306-71000-361100-361100-00000-0000-000000-000-0000				Recognize Interest revenue	04/23/2026			
2	23713020	361250	00000	Sheriff	Dividends From Investments	-1,594,100.00	-858,857.00	-2,452,957.00	
	2308-71000-361200-361250-00000-0000-000000-000-0000				Recognize Interest revenue	04/23/2026			
3	23713030	361300	00000	Sheriff	Net Inc (Dec) In FV Of Investm	.00	-1,256,689.00	-1,256,689.00	
	2308-71000-361300-361300-00000-0000-000000-000-0000				Recognize Interest revenue	04/23/2026			
4	23003090	361250	00000	No Budgetary Reporting Unit	Dividends From Investments	.00	-2,747,335.00	-2,747,335.00	
	2327-00000-361200-361250-00000-0000-000000-000-0000				Recognize Interest revenue	04/23/2026			
5	10049030	361250	00000	ORG 10049030	Dividends From Investments	-980,511.00	-1,101,760.00	-2,082,271.00	
	2340-00000-361200-361250-00000-0000-000000-000-0000				Recognize Interest revenue	04/23/2026			
6	10070120	562000	20F38	ORG 10070120	Buildings	111,016,598.00	2,602,216.00	113,618,814.00	
	2306-71000-521000-562000-20F38-0000-000000-000-0000				Increase project budget	04/23/2026			
7	23715010	562000	20F38	Sheriff	Buildings	42,252,461.00	2,115,546.00	44,368,007.00	
	2308-71000-523000-562000-20F38-0000-000000-000-0000				Increase project budget	04/23/2026			
8	23715030	562000	20F38	Sheriff	Buildings	43,030,000.00	2,747,335.00	45,777,335.00	
	2327-71000-523000-562000-20F38-0000-000000-000-0000				Increase project budget	04/23/2026			
9	10048990	562000	20F38	ORG 10048990	Buildings	23,831,439.76	1,101,760.00	24,933,199.76	
	2340-71000-521000-562000-20F38-0000-000000-000-0000				Increase project budget	04/23/2026			
					** JOURNAL TOTAL		0.00		

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2026 07 2960 04/23/2026 NEWR FAC-0109 BUA BCC 051926 1 2

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. _____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 129.06(2), Florida Statutes provides legal authority and defines how a budget may be amended for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year; and,

WHEREAS, pursuant to Section 129.06(2)(d), Florida Statutes, a receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gifts, or reimbursement for damages, may, by resolution of the board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. Such receipts and appropriations must be added to the budget of the proper fund. The resolution may amend the budget to transfer revenue between funds to properly account for unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that:

1. The Fiscal Year 2026 Final Budget be amended.
2. Revenues and expenses are increased in the amount of $2,602,216.00 within the Sheriff 2021B GO Project Fund for funding the Detention Center Expansion project.
3. Revenues and expenses are increased in the amount of $2,115,546.00 within the Detention Center Half-Cent 22C Fund for funding the Detention Center Expansion project.
4. Revenues and expenses are increased in the amount of $2,747,335.00 within the VOPH & Detention Half-Cent 24A Fund for funding the Detention Center Expansion project.

5. Revenues and expenses are increased in the amount of $1,101,760.00 within the GO Bond Capital Projects Fund for funding the Detention Center Expansion project.

6. This resolution will take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this _____ day of _____, 2026.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____
JACK MARIANO, CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** FAC26-0110 **DATE:** 6/16/2026

SUBJECT: Amendment No. 1 to Task Order No. FM26-003 (Guaranteed Maximum Price) – Wharton-Smith, Inc. – Go Pasco Multimodal Transfer Station, Zephyrhills – $3,814,176.00

REFERENCES: Memorandum FAC24-0097, FAC25-0196 and Internal Memo FAC26-1042

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Approve Amendment No. 1 to Task Order No. FM26-003 with Wharton-Smith, Inc. (Wharton-Smith), to establish a Guaranteed Maximum Price (GMP) for Construction Manager At Risk (CMAR) services for the construction of the GOPASCO Multimodal Transfer Station located in Zephyrhills (Project), in the Not to Exceed (NTE) amount of $3,814,176.00 for Fiscal Year (FY) 2026. Authorize the Chairman to sign the two originals of Amendment No. 1 provided, and direct Board Records to distribute as set forth under the Distribution section below. Direct Board Records to date the bonds and power of attorney, and to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On March 12, 2024, the Board of County Commissioners (BCC) approved the revised award of solicitation no. RFP-DS-23-076 for CMAR services for ongoing projects divided into three project groups (Project Group A, Project Group B, and Project Group C) to three vendors; Project Group A was awarded to Wharton-Smith (FAC24-0097). The CMAR Agreement with Wharton-Smith is currently in effect and work is assigned on a task-order basis.

On August 21, 2024, the BCC approved the First Amendment to the CMAR Agreement with Wharton-Smith, to add the Animal Services – Veterinary Clinic and Administration Building construction project to Project Group A (FAC24-0193).

On September 16, 2025, the BCC approved the Second Amendment to the CMAR Agreement with Wharton-Smith to add the Developmental Services Building and Go Pasco Multimodal Transfer Stations Building projects to Project Group A (FAC25-0196).

On January 15, 2026, the County Administrator approved Task Order No. FM26-003 with Wharton-Smith for the Project (Interoffice Memo FAC26-1042). This task order covered pre-construction services and contemplated the later addition of construction and administration services via a GMP Amendment.

The new multimodal station will consist of a small office, an outdoor public waiting area with vending machines, minimum public restrooms, a connection for one food truck, a fenced-in gated perimeter, and waiting area lanes for five simultaneous bus routes under shelters.

Wharton-Smith has provided a GMP proposal for the work under the Project in the NTE amount of $3,814,176.00. This price covers all the known elements of the Zephyrhills Multimodal Transfer Station. Construction will commence following the execution of Amendment No. 1 and will run through the Winter of 2027. The Substantial Completion Date is 321 calendar days from the date the Notice to Proceed (NTP) is issued by the County. Completion milestones are included in the Project schedule.

An estimate of design and construction of the Project is detailed below.

Project Activity	**Schedule**		**Budget**
	Start	**Finish**	**Amount**
Design	Winter 2025	Winter 2026	$ 229,800.00
Preconstruction	Winter 2026	Winter 2026	$ 35,673.00
Construction	Summer 2026	Winter 2027	$ 3,814,176.00
		TOTAL:	$ 4,079,649.00

The Facilities Management Department, with concurrence from the Purchasing Department, requests the approval of Amendment 1 to Task Order FM26-003 with Wharton-Smith to establish a GMP for CMAR services for the Project, in the NTE amount of $3,814,176.00 for FY 2026.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $3,814,176.00 is budgeted and available for FY 2026 in the Penny Transportation Infrastructure Fund, Public Transportation Department, Project Number 23064.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original
2. Mail One Original to:

Mr. Johnny Santos
Wharton-Smith. Inc.
4912 W. LaSalle St.
Tampa, FL 33607

ATTACHMENT(S):

1. FAC26-0110 Amendment 1 (Two Originals)
2. FAC26-0110 Signature Authority
3. FAC26-0110 Payment and Construction Bonds (2 Originals)
4. FAC26-0110 Risk Approval Bonds
5. FAC26-0110 Wharton-Smith Certificate of Insurance
6. FAC26-0110 Risk Insurance Approval
7. FAC26-0110 Memorandum FAC24-0097
8. FAC26-0110 Master Agreement (FAC24-0097)
9. FAC26-0110 Memorandum FAC24-0193
10. FAC26-0110 1st Amendment
11. FAC26-0110 Memorandum FAC25-0196
12. FAC26-0110 Master Agreement Second Amendment (FAC25-0196)
13. FAC26-0110 Interoffice FAC26-1042 - Task Order FM26-003
14. FAC26-0110 Division of Corporations - Sunbiz
15. FAC26-0110 Location Map

cc: Carrie C. Roberts, Purchasing Director

GMP AMENDMENT TO
PASCO COUNTY CMAR TASK ORDER NO. FM26-003
FOR GOPASCO MULTIMODAL TRANSFER STATION - ZEPHYRHILLS

This Amendment to Establish a Guaranteed Maximum Price ("GMP Amendment") to Task Order No. FM26-003, dated January 15, 2026 (the "Task Order"), the first amendment to said Task Order, is entered into between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("the COUNTY"), and Wharton-Smith, Inc. ("Construction Manager"), with respect to the new construction of the COUNTY's GOPASCO Multimodal Transfer Station – Zephyrhills, ("Project"). The Task Order and the Master Agreement for Construction Manager at Risk Services between the COUNTY and the Construction Manager dated March 12, 2024 ("Agreement"), are both hereby incorporated by reference. The COUNTY and Construction Manager hereby agree to amend and modify the Task Order by this Amendment and establish a Guaranteed Maximum Price and Task Order Time for all the Work as set forth below:

Section 1 – Amended Documents

The Contract Documents are amended to include the Exhibits listed below, which are attached to this Amendment and hereby incorporated into and made a part of the Task Order by reference:

1. Exhibit O - List of Drawings and Specifications
2. Exhibit P - Allowances
3. Exhibit Q - Assumptions and Clarifications
4. Exhibit R - Construction Schedule
5. Exhibit S - Initial Submitted Schedule of Values
6. Exhibit T - List of Itemized General Conditions Expenses
7. Exhibit U - List of Subcontractors

As applicable, the versions of the Exhibits attached to this Amendment shall replace the contents of any same-lettered Exhibits attached to the Task Order.

Section 2 – Guaranteed Maximum Price

2.1 Construction Manager's Guaranteed Maximum Price (GMP) for the Work, including the estimated Cost of the Work as defined in Section 5 of the Task Order, the Construction Manager's Fee as defined in Section 4.B of the Task Order, and the Contingency as defined in Section 4.C of the Task Order, is $3,814,176.00.

2.2 The Subcontract Costs for the entire Work anticipated on the Project, as defined in Section 5.A.23 of the Task Order, will be based on actual Subcontractor invoices to the Construction Manager up to the established amount of $2,674,965.00; said amount is included within the above-noted GMP.

2.3 The Construction Manager's Fee, as defined in Section 4.B. of the Task Order,

for the entire Work anticipated on the Project is hereby established as a lump sum amount of $215,897.00; said lump sum amount is included within the above-noted GMP.

2.4 The Cost of General Conditions, as defined in Section 4.B. of the Task Order, for the entire Work anticipated on the Project is hereby established as a lump sum amount of $818,510.00; said lump sum amount is included within the above noted GMP. The expenses included as part of the Cost of General Conditions are listed in the List of Itemized General Conditions Expenses attached hereto as Exhibit T.

2.5 The Construction Manager's Contingency, as defined in Section 4.B of the Task Order, is established in the funds amount of $104,804.00. The funds amount is included within the above-noted GMP.

2.5.1 The Construction Manager's Contingency shall be utilized to compensate for the increased Cost of the Work incurred by the Construction Manager due to unforeseen circumstances relating to construction of the Project which resulted in an unavoidable increase in costs, except when deemed the responsibility of the COUNTY. The Construction Manager will be required to furnish documentation evidencing all expenditures charged to the Construction Manager's Contingency and demonstrating that the costs incurred were necessary for the Work. Construction Manager shall identify the amount sought to be charged to the Construction Manager's Contingency and the reasons why the amount should be charged to that Contingency.

2.6 Cash Allowances. It is understood that the GMP includes the allowances named individually by Construction Manager in the attached Exhibit P, as totaled in the attached Exhibit S (the Schedule of Values), and as further explained in Section 5 of this Amendment. The Construction Manager shall cause the Work to be done, using such Subcontractors or suppliers, and for such sums, within the limit of the allowances, as the COUNTY may approve as provided in Section 5 of this Amendment. Prior to final payment, the Task Order Amount shall be adjusted as required, and an appropriate Change Order issued to reflect actual authorized expenditures made against the allowances. The Construction Manager agrees that the GMP includes such sums as it deems proper for all cost, overhead, and profit required for cash allowances. The Construction Manager further agrees that in the event the COUNTY authorizes only a portion of the Allowance Work, the Construction Manager shall only receive the amount for Work actually performed as set forth in the Task Order documents for cash allowance upon submittal of the proper documentation. Reductions or increases in the Work will not entitle Construction Manager to any further increase in overhead and profit.

2.7 The GMP may be adjusted via a Change Order or a Construction Change Directive, as those terms are defined in the Task Order and Agreement.

Section 3 – Task Order Time

3.1 The Construction Phase Commencement Date is hereby established as the date on which the Notice to Proceed for construction services is issued by the COUNTY to the

Construction Manager. The total period of time beginning with the Construction Phase Commencement Date through the Substantial Completion Date (the "Task Order Time") is to be 321 calendar days. (This Task Order shall remain in effect for a period of one year from the date of Substantial Completion, in line with the Warranty requirement in Exhibit A of the Task Order, General Terms and Conditions, Article 25.)

3.2 The liquidated damages rate established in Section 7.F. of the Task Order shall be assessed by COUNTY from Construction Manager for each calendar day Construction Manager fails to achieve Substantial Completion within the Task Order Time.

Section 4 – Progress Payments

4.1 The initial Schedule of Values to be used as the basis for Construction Manager's Applications for Payment (pursuant to Exhibit A of the Task Order, General Terms and Conditions, Section 4.2) is attached hereto as Exhibit S and made part of the Task Order by reference.

4.2 The progress payments, consisting of the Cost of the Work, Cost of General Conditions, the Construction Manager's Fee, and the utilized Contingency, shall be paid monthly based upon the percent completion of the Work for each particular month. The percent completion shall be based on the approved updated Construction Schedule as required in Exhibit B of the Task Order, Supplemental Terms and Conditions, Section B.3.3.8.

Section 5 – Allowances

5.1 Allowance Categories. Because of the size, complexity and nature of the project, it is in the best interest of the COUNTY to establish certain allowance categories for various portions of additional or revised work. This "Allowance Work" may consist of, but is not limited to, the following:

a. General Site Work;
b. Concrete Structures;
c. General Road Work;
d. Utility Work; and
e. Process Work.

Funding for the Allowance Work is included in the GMP. The Allowance Work shall be performed in full compliance with all requirements of the Agreement and Task Order. The Task Order Time also includes a number of calendar days reserved for performance of Allowance Work in accordance with this Article, calculated as follows: twenty percent (20%) of days allocated from the date the Task Order Time commences to Final Completion (as included in Section 3 of this Amendment), or sixty (60) days, whichever is less. The election of the Construction Manager's performance of Allowance Work and the allocation of Task Order Time for such Allowance Work shall be within the sole discretion of the County.

5.2 Authorized Expenditures and Allocations of Time. All charges and time for

Allowance Work must be pre-approved in writing by the County Administrator or by his appropriately authorized designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall take substantially the same form as the Contingency Authorization Release included as part of Exhibit F of the Task Order. The AAR shall describe in detail the Allowance Work to be performed; the time, if any, required; and the price for the Allowance Work. The AAR shall contain the authorized signature of the County Administrator, or his appropriately authorized designee. If the Construction Manager performs any Allowance Work without the required AAR, the Construction Manager shall be deemed to have waived any rights it might otherwise have had to additional compensation or additional time, or both, for such Allowance Work. Any monies designated for Allowance Work remaining upon the completion of all Work shall be deducted from the GMP by an approved Change Order.

Should the time or funding needed to implement all allowances exceed the time allotment provided under section 5.1 above, additional time or funding may be taken from any remaining contingency time or funding via a Contingency Authorization Request. In the event that both the contingency and allowance amounts of either time or funding are exhausted, the COUNTY and Construction Manager may negotiate additional time or funding via an approved Change Order. Any cost increases for Allowance Work shall be negotiated between the COUNTY and Construction Manager.

5.3 Pricing of Allowance Work. When the COUNTY has determined that it wishes to have the Construction Manager perform certain Allowance Work, the County Project Manager shall provide the Construction Manager with an allowance proposal request, identifying the Allowance Work to be performed, and requesting the Construction Manager to submit a price for such proposed Allowance Work. The Construction Manager shall submit a price for the proposed Allowance Work in a timely fashion, but in no event shall the Construction Manager expend more than fourteen (14) calendar days to submit its price on the proposed Allowance Work, unless the County Project Manager, with the consent of the Director, permits a longer period of time. The Construction Manager shall prepare its price for the proposed Allowance Work in accordance with the pricing procedures established for Change Orders under Exhibit A of the Task Order, General Terms and Conditions, Article 12. Any cost increases for Allowance Work should be negotiated between the COUNTY and the Construction Manager in accordance with the procedures outlined in section 5.2 of this Amendment, or, if the allowance funds have been exhausted, using the procedures for Contingency funds outlined in the Task Order. In the event that both Contingency and Allowance funding are exhausted, additional funding may be made available via an agreed-upon Change Order between the parties.

5.4 Allocation of Task Order Time. If the Construction Manager requests an allocation of Task Order Time for performance of Allowance Work, the Construction Manager shall state with particularity in its response to the allowance proposal request of the COUNTY the reasons for its request and the manner in which performance of Allowance Work will affect the project schedule. The Construction Manager shall be entitled to an allocation of time for performance of Allowance Work only for the number of the days that the County Administrator or his designee reasonably determine to be appropriate, and then only to the

extent such performance affects the ability of the Construction Manager to meet contract milestone dates. The County Administrator or his designee may not allocate more Task Order Time for all Allowance Work hereunder than the total number of calendar days designated for Allowance Work in the Agreement. If the COUNTY and Construction Manager agree on the time to be allocated for performance of Allowance Work, the time shall be stated in the AAR. The County Administrator or his designee may adjust any milestone dates affected by allocation of time for Allowance Work and shall state such adjusted milestone dates in the AAR. Construction Manager shall not be entitled to damages for delays or disruptions caused by performance of Allowance Work hereunder. An approved Change Order shall be used to deduct any time designated for Allowance Work remaining at the completion of all Work from the Task Order Time.

5.5 Disputes as to Price or Time. If the COUNTY and Construction Manager agree on the price for proposed Allowance Work but cannot agree on the amount of time for such Work, or vice-versa, then the item agreed upon shall be stated in the AAR.

Section 6 – Miscellaneous

6.1 Except as expressly modified herein, the terms and conditions of the Task Order remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Task Order No. FM26-003, COUNTY and Construction Manager agree that the terms of this Amendment shall prevail and control.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this GMP Amendment to Task Order No. FM26-003, effective the last date listed below.

[SEAL]

ATTEST

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

By: _____
Jack Mariano, Chairman

Date _____, 20____

CONSTRUCTION MANAGER:

WHARTON-SMITH, INC.

By: _____

Printed Name: Darin A. Crafton

Title: Chief Operating Officer - Commercial

Date: May 1, 20 26

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} **ss**
COUNTY OF Seminole }

The foregoing instrument was acknowledged before me on May 1, 20 26,
by means of:
[X] **physical presence** or
[ ] **online notarization**
by ***[as applicable, complete one (1) of the four (4) choices below]***:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Darin A. Crafton, who executed the foregoing instrument as
[Title] Chief Operating Officer - Commercial of
[Corporation or Company Name] Wharton-Smith, Inc., a:
[X] **corporation** or
[ ] **limited liability company**
organized under the laws of [State] _____,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____, Partner (or Agent), on behalf of
[Name of Partnership] _____, a [State] _____
partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact for [Principal Name]
_____.

****

Said person is (check one below):
[X] **Personally known to me**, or
[ ] **Has produced** _____ **as identification.**

Signature of person taking acknowledgment

[Notary Stamp or Seal]

FRANCINE Z. GUILLEMETTE
MY COMMISSION # HH 699230
EXPIRES: August 19, 2029

Francine Z. Guillemette
Print Notary's name
(This line is required to be completed by §117.05, F.S.)

EXHIBIT M - CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan (CLW) 101 N Starcrest Dr Clearwater FL 33765	**CONTACT NAME:** Certificate Specialist **PHONE (A/C, No, Ext):** 727-447-6481 **FAX (A/C, No):** 727-449-1267 **E-MAIL ADDRESS:** FloridaCOI@marshmma.com
INSURED WHARTINC Wharton-Smith, Inc. 750 Monroe Road Sanford FL 32771	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Amerisure Insurance Company 19488 INSURER B : Amerisure Partners Insurance Company 11050 INSURER C : Berkley Assurance Company 39462 INSURER D : XL Specialty Insurance 37885 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1234360513 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	GL20361082101	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	CA20361072105	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CU21171470501	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC20361092005	7/1/2025	7/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C C D	Pollution Liab Professional Liab Builders Risk	Y		PCADB50308930426 PCADB50308930426 UM00024960MA26A	4/1/2026 4/1/2026 4/1/2026	7/1/2027 7/1/2027 7/1/2027	$15,000,000 $15,000,000 Cov Details Attached	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurers Affording Coverage Continued:

Insurer D - XL Specialty Insurance Company
Policy # UM00024961MA26A - Rented Equipment Coverage - $2,500,000
Blanket Loss Payee applies for Rented and Leased Equipment.
Rented and Leased Equipment deductible:
$10,000 standard deductible.
2% subject to a $10K minimum deductible applies to all rented cranes.
See Attached...

CERTIFICATE HOLDER

County Commissioners of Pasco County Florida
7536 State Street
Suite 221
New Port Richey FL 34654-5228

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jodi George

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AGENCY CUSTOMER ID: WHARTINC

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan (CLW)	Wharton-Smith, Inc. 750 Monroe Road Sanford FL 32771
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

3% subject to $25K minimum for wind/hail (items involved in the loss)

Certificate holder is additional insured as respects General Liability, Automobile Liability, Pollution Liability and Umbrella Liability policies only if required by written contract, and subject to the terms, conditions, and exclusions as specified in the policies.
Coverage is primary as respects to General Liability & Automobile Liability and non-contributory as subject to the terms, conditions, and exclusions of your policy.
Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability, Workers Compensation and Umbrella only if required by written contract, and subject to the terms, conditions, and exclusions as specified in the policy.

It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non-renew.

Umbrella Liability policy follows the forms/endorsements of the underlying General Liability, Automobile Liability and Workers Compensation policies.

RFP DS 23-076, Task Order No. FM26-003, Multimodal Transfer Station – Zephyrhills
LOCATION: 5878 Fort King Road, Zephyrhills, FL 33541
COMPLETE CERTIFICATE HOLDER(S) & ADDITIONAL INSURED(S): Pasco County Board of County Commissioners and any other party or entity as required by written contract, subject to the terms, conditions, and exclusions as specified in the policies.

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Builders Risk

Policy Term: 04/01/2026 to 07/01/2027
Insurer: XL Specialty Insurance Company
NAIC #37885 AM Best Rating: A+ (Superior), XV ($2 Billion or Greater)
Policy Number: UM00024960MA26A

COVERED PROPERTY AND PREMISES DESCRIPTION
New construction and remodeling of waste-water treatment plants; new construction and non-structural renovations of commercial buildings at various premises within the states of Georgia, Florida, North Carolina, South Carolina, Virginia, Mississippi, Alabama, Louisiana, Tennessee & Texas

COVERAGE SUMMARY	LIMITS OF INSURANCE
Covered Property at Premises Described Above – **Frame or Joisted Masonry Construction**	$2,500,000
Covered Property at Premises Described Above – **Non-combustible, Masonry Non-combustible, Semi-Fire Resistive, Fire Resistive construction (including waste-water treatment plants not on islands)**	$100,000,000
Covered Property at Premises Described Above – **On islands – Waste-Water Treatment Plant projects only**	$5,000,000
Soft Costs	$1,000,000

SUBLIMITS COVERAGE	LIMITS OF INSURANCE
Flood – Per Occurrence – Zone C or Unshaded X	$75,000,000
Flood – Per Occurrence – Zones B & Shaded X	$15,000,000
Flood – Per Occurrence – All Other Zones	$1,000,000
Flood – Per Occurrence – Islands (Wastewater Treatment Plants Projects Only)	$500,000
Flood Annual Aggregate	$75,000,000
Earth Movement and Volcanic Eruption Per Occurrence "Pacific Northwest Seismic Area", "High Hazard Seismic Zones"	$1,000,000
Earth Movement and Volcanic Eruption – Per Occurrence "New Madrid Seismic Area"	$10,000,000
Earth Movement and Volcanic Eruption – Per Occurrence – All Other	$50,000,000
Earth Movement and Volcanic Eruption – Annual Aggregate	$50,000,000
Windstorm or Hail – Premises Located on Islands	$2,500,000

DEDUCTIBLE OR WAITING PERIOD COVERAGE	DEDUCTIBLE
All Coverages Unless Otherwise Specified Below	$5,000 – Projects up to $15,000,000; $10,000 - Projects $15,000,001 to $50,000,000; $25,000 – Projects over $50,000,000
Named Storm – On Islands	12.5%, Subject to $500,000 minimum on projects up to $8,000,000 (contract amount) 10.0%, Subject to $500,000 minimum on projects over $8,000,000 (contract amount)
Named Storm – Water Treatment Plant Projects Only	3%, Subject to $25,000 minimum
Named Storm – Frame, Joisted, Masonry or Non-Combustible Construction	5%, Subject to $25,000 minimum
Named Storm – Masonry Non-Combustible, Semi Fire-Resistive or Fire-Resistive Construction	3%, Subject to $25,000 minimum
Flood – Zones C or Unshaded X	$25,000
Flood – Zone B or Shaded X	$50,000
Flood – All Other Zones and Water Treatment Projects on Islands	$500,000 *
Earth Movement and Volcanic Eruption – "Pacific Northwest Seismic Area"," High Hazard Seismic Zones"	1% Subject to $50,000 Minimum
Earth Movement and Volcanic Eruption – "New Madrid Seismic Area"	1% Subject to $50,000 Minimum
Earth Movement and Volcanic Eruption – All Other	$25,000

* For "All Other Zones" the flood deductible will be restated so that if a project falls within two flood zones, the deductible for the highest flood zone will apply (example: if a project sits wholly or partially in a flood zone A, the deductible for projects in flood zone A will apply).

Highlighted Extensions and Conditions

COVERAGE TERMS

- **Maximum Limit of Insurance: $100,000,000**
- Valuation Clause: Replacement Cost
- Coinsurance: 0%
- Additional Coverages – Testing: "Electrical", "Mechanical", "Pneumatic" and "Hydrostatic"
- Equipment Breakdown Coverage
- Permission to Occupy Endorsement
- Loss of Use Coverage Endorsement
- Additional Coverage Limit for Valuable Papers - $250,000
- **Policy excludes wind coverage for all Projects EXCEPT water treatment plants within 3 Miles of any bay, gulf (including a sound), ocean, intracoastal waterway (including the Indian River) in "High Hazard Wind Zones" (see attachment of High Hazard Wind Zones)**

ADDITIONAL COVERAGE	LIMIT OF INSURANCE
Contract Penalty	$250,000
Debris Removal	$500,000 / 25%
Extra and Expediting Expenses	$50,000
Fire Department Service Charge	$25,000
Fire Protection Systems	$25,000
Increase in Construction Costs	$200,000 / 10%
Landscaping and Signs	$100,000
Limited Coverage for "Fungi", Wet Rot and Dry Rot – Annual Aggregate	$25,000
Loss Adjustment Expenses	$5,000
Ordinance or Law – Demolition Cost and Increased Cost of Construction	$500,000
Pollutant Cleanup and Removal – Annual Aggregate	$25,000
Preservation of Property	Covered
Property in the Open	$25,000
Property that Supports your Business	$50,000
Reimbursement for Returning Stolen Property – Annual Aggregate	$10,000

Reward Coverage	$5,000
Site Preparation	Covered
Sewer and Drain Backup	Covered
Sinkhole Collapse	Covered
Temporary Premises	$1,000,000
Temporary Structures	$25,000
Testing	Covered
Transit	$1,000,000
Unintentional Errors and Omissions	$25,000
Virus, Harmful Code, or Similar Instruction	$10,000
Voluntary Parting	$25,000
Equipment Breakdown – Testing	Covered

HIGH HAZARD WIND ZONES

"High Hazard Wind Zones" means all "premises" in the specified counties within the following states:

a. Alabama:	Baldwin and Mobile.
b. Florida:	Bay, Brevard, Broward, Charlotte, Citrus, Collier, Dixie, Duval, Escambia, Flagler, Franklin, Gulf, Hernando, Hillsborough, Indian River, Jefferson, Lee, Levy, Manatee, Martin, Miami- Dade, Monroe, Nassau, Okaloosa, Palm Beach, Pasco, Pinellas, Saint Johns, Saint Lucie, Santa Rosa, Sarasota, Taylor, Volusia, Wakulla, and Walton.
c. Georgia:	Brantley, Bryan, Camden, Chatham, Glynn, Liberty, and McIntosh
d. Louisiana:	Parishes of: Acadia, Ascension, Assumption, Cameron, Calcasieu, East Baton Rouge, East Feliciana, Iberia, Iberville, Jefferson, Jefferson Davis, Lafayette, Lafourche, Livingston, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Charles, St. James, St. John the Baptist, Saint Helena, St. Martin, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion, Washington, West Baton Rouge, and West Feliciana.
e. Mississippi:	Hancock, Harrison, and Jackson.
f. North Carolina:	Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Currituck, Dare, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, and Washington.
g. South Carolina:	Beaufort, Charleston, Colleton, Georgetown, Horry, and Jasper.
h. Texas:	Aransas, Bee, Brazoria, Brooks Calhoun, Cameron, Chambers, Fort Bend, Galveston, Goliad, Hardin, Harris, Hidalgo, Jackson, Jasper, Jefferson, Jim Wells, Kenedy, Kleberg, Liberty, Live Oak, Matagorda, Newton, Nueces, Orange, Refugio, San Patricio, Victoria, Wharton, and Willacy.
i. Virginia:	Accomack, Charles City, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, New Kent, Northampton, Northumberland, Surry, and York, and the independent cities of Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Prince George, Suffolk, Sussex, Virginia Beach, and Williamsburg

Windstorm Coverage Exclusion

Policy excludes wind coverage for all projects **EXCEPT** water treatment plants within 3 miles of any bay, gulf (including a sound), ocean, intracoastal waterway (including the Indian River) in "High Hazard Wind Zones"

ENDORSEMENT

This endorsement, effective 12:01 a.m., April 01, 2026 forms a part of Policy No. UM00024960MA26A issued to Wharton-Smith, Inc. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Builder's Risk and Installation Coverage Solutions

Changes

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

☐	Named Insured	☐	Named Insured Mailing Address
☐	Policy Number	☐	Exposures
☐	Policy Period	☐	Insured legal status/business
☐	Limits	☒	Additional Interested Parties
☒	Coverage Forms and Endorsements	☐	Policy Premium
☐	Rates	☐	Deductibles
☐	Covered Property/Location Description	☐	Classification/Class Codes
☐	Underlying Insurance	☐	Broker of Record

Is (are) changed to read:

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUILDER'S RISK AND INSTALLATION COVERAGE SOLUTIONS

This policy covers for the account of the principal, all (construction managers), contractors, subcontractors of every tier and additional insured's provided the value of their work has been included in the contract value that is reported to us.

Naming an architect, engineer, consulting engineer, or construction manager as a named insured or additional insured shall not constitute a waiver of rights of recovery for any "loss" arising out of their products or performance of their professional services, if such "loss" or damage is caused by any error, omission, deficiency or act which they commit, or which is committed by their employees or which is committed by any other party for whose acts they are legally liable.

ADDITIONAL INSURED:

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1. Owner(s) of Covered Property;
2. Contractors;
3. Sub Contractors and Sub-Sub Contractors;
4. Mortgagee or Loss Payee;
5. Architects and Engineers

All other terms and conditions remain the same.

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EXHIBIT O - LIST OF DRAWINGS AND SPECIFICATIONS

GoPasco Multimodal Transfer Station
Zephyrhills
Guaranteed Maximum Price

Tab 7 – Document Log

Wharton-Smith, Inc.
CONSTRUCTION GROUP

GoPasco Multimodal Transfer Station Zephyrhills
GMP
2/17/2026
DOCUMENT LOG

SHEET	DESCRIPTION	DATE
DRAWINGS - 100% CONSTRUCTION DOCUMENTS		
G101	INDEX TO DRAWINGS, CODE DATA & VICINITY MAP	10/10/2025
G102	FLORIDA ACCESSIBILITY CODE INFO & DETAILS	10/10/2025
LS101	LIFE SAFETY PLAN	10/10/2025
C1.0	GENERAL NOTES	10/10/2025
C2.0	DEMOLITION PLAN	10/10/2025
C3.0	SITE PLAN	10/10/2025
C4.0	SITE AND HORIZONTAL CONTROL PLAN	10/10/2025
C5.0	PAVING, GRADING, AND DRAINAGE PLAN	10/10/2025
C6.0	UTILITY PLAN	10/10/2025
C7.0	SITE DETAILS	10/10/2025
C7.1	SITE DETAILS	10/10/2025
C8.0	CITY GENERAL, WATER, AND SEWER DETAILS	10/10/2025
C8.1	CITY GENERAL, WATER, AND SEWER DETAILS	10/10/2025
C8.2	CITY GENERAL, WATER, AND SEWER DETAILS	10/10/2025
D1	PRE-DEVELOPMENT PLAN	10/10/2025
D2	POST-DEVELOPMENT PLAN	10/10/2025
D3	STORMWATER POLLUTION PREVENTION NOTES	10/10/2025
L100	EXISTING TREE PLAN	10/10/2025
L101	LANDSCAPE PLAN	10/10/2025
L501	LANDSCAPENOTES & DETAILS	10/10/2025
i101	IRRIGATION PLAN	10/10/2025
AS111	ARCITECTURAL SITE PLAN	10/10/2025
AS112	ENLARGED CANOPY SHADE STRUCTURE PLANS & DETAILS	10/10/2025
SN-1	SPECIFICATIONS SHEET	10/10/2025
SN-2	SPECIFICATIONS SHEET	10/10/2025
S1	FOUNDATION AND ROOF FRAMING PLANS	10/10/2025
SS1	SECTIONS SHEETS	10/10/2025
SD1	STANDARD DETAILS	10/10/2025
SD2	STANDARD DETAILS	10/10/2025
SD3	STANDARD DETAILS	10/10/2025
A111	DIMENSION & FINISH FLOOR PLANS, SCHEDULE & DETAILS	10/10/2025
A131	ROOF PLAN	10/10/2025
A141	DOOR & STOREFRONT ELEVATIONS & SCHEDULES	10/10/2025
A142	HEAD, JAMB, & SILL DETAILS	10/10/2025
A151	ENLARGED RESTROOM PLAN, LEGEND & DETAILS	10/10/2025
A201	EXTERIOR BUILDING ELEVATIONS	10/10/2025
A301	MILLWORK ELEVATIONS AND SECTIONS	10/10/2025
A302	MILLWORK SECTIONS	10/10/2025
A401	REFLECTED CEILING PLAN	10/10/2025

GoPasco Multimodal Transfer Station Zephyrhills
GMP
2/17/2026
DOCUMENT LOG

SHEET	DESCRIPTION	DATE
A501	BUILDING SECTIONS & DETAILS	10/10/2025
ID111	INTERIOR FINISH PLAN	10/10/2025
M101	MECHANICAL NOTES, SCHEDULES AND LEGEND	10/10/2025
M201	MECHANICAL FLOOR PLAN	10/10/2025
P101	PLUMBING SCHEDULES & NOTES	10/10/2025
P102	PLUMBING SCHEDULES & NOTES	10/10/2025
P201	SANITARY & WATER FLOOR PLANS AND RISER	10/10/2025
P301	PLUMBING DETAILS	10/10/2025
E101	ELECTRICAL SCHEDULES & NOTES	10/10/2025
E102	LIGHTING FIXTURE SCHEDULE AND DETAILS	10/10/2025
E201	ELECTRICAL & SYSTEMS SITE PLAN	10/10/2025
E301	ELECTRICAL PLANS	10/10/2025
E401	ELECTRICAL DETAILS	10/10/2025
E501	ELECTRICAL SPECIFICATIONS	10/10/2025
E502	ELECTRICAL SPECIFICATIONS	10/10/2025
SPECIFICATIONS - 100% CONSTRUCTION DOCUMENTS		
00 01 01	PROJECT TITLE PAGE	10/10/2025
00 01 07	SEALS PAGE	10/10/2025
00 31 32	GEOTECHNICAL DATA	10/10/2025
01 10 00	SUMMARY	10/10/2025
01 21 00	ALLOWANCES	10/10/2025
01 22 00	UNIT PRICES	10/10/2025
01 23 00	ALTERNATES	10/10/2025
01 25 00	SUBSTITUTION PROCEDURES	10/10/2025
01 26 00	CONTRACT MODIFICATION PROCEDURES	10/10/2025
01 31 00	PROJECT MANAGEMENT AND COORDINATION	10/10/2025
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	10/10/2025
01 32 33	PHOTOGRAPHIC DOCUMENTATION	10/10/2025
01 33 00	SUBMITTAL PROCEDURES	10/10/2025
01 35 00	CIVIL TECHNICAL SPECIAL PROVISIONS	10/10/2025
01 40 00	QUALITY REQUIREMENTS	10/10/2025
01 42 00	REFERENCES	10/10/2025
01 50 00	TEMPORARY FACILITIES AND CONTROLS	10/10/2025
01 60 00	PRODUCT REQUIREMENTS	10/10/2025
01 73 00	EXECUTION REQUIREMENTS	10/10/2025
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	10/10/2025
01 77 00	CLOSEOUT PROCEDURES	10/10/2025
01 78 23	OPERATION AND MAINTENANCE DATA	10/10/2025
01 78 39	PROJECT RECORD DOCUMENTS	10/10/2025
01 79 00	DEMONSTRATION AND TRAINING	10/10/2025

GoPasco Multimodal Transfer Station Zephyrhills
GMP
2/17/2026
DOCUMENT LOG

SHEET	DESCRIPTION	DATE
03 05 10	CONCRETE MOISTURE VAPOR REDUCTION ADMIXTURE	10/10/2025
03 32 00	REINFORCING	10/10/2025
03 30 00	CONCRETE	10/10/2025
06 10 00	ROUGH CARPENTERY	10/10/2025
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	10/10/2025
06 40 20	INTERIOR ARCHITECTURAL WOODWORK	10/10/2025
07 21 00	BUILDING INSULATION	10/10/2025
07 21 40	FOAMED IN-PLACE MASONARY WALL INSULATION	10/10/2025
07 27 26	FLUID-APPLIED MEMBRANE AIR BARRIERS	10/10/2025
07 41 13	STANDING SEAM METAL ROOF PANELS	10/10/2025
07 42 30	METAL COMPOSITE MATERIAL WALL PANELS	10/10/2025
07 71 00	ROOF SPECIALTIES	10/10/2025
07 72 00	ROOF ACCESSORIES	10/10/2025
07 92 00	JOINT SEALANTS	10/10/2025
08 11 13	DOORS AND FRAMES	10/10/2025
08 14 16	FLUSH WOOD DOORS	10/10/2025
08 31 13	ACCESS DOORS	10/10/2025
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	10/10/2025
08 71 00	DOOR HARDWARE	10/10/2025
08 80 00	GLAZING	10/10/2025
08 90 00	LOUVERS AND VENTS	10/10/2025
09 22 16	NON-STRUCTURAL METAL FRAMING	10/10/2025
09 24 00	CEMENT PLASTER/STUCCO	10/10/2025
09 29 00	GYPSUM BOARD	10/10/2025
09 30 00	TILING	10/10/2025
09 51 13	ACOUSTICAL PANEL CEILING	10/10/2025
09 65 13	RESILIENT BASE AND ACCESSORIES	10/10/2025
09 65 19	RESILIENT TILE FLOORING	10/10/2025
09 91 00	PAINTS AND COATINGS	10/10/2025
10 14 00	SIGNAGE/GRAPHICS AND PLAQUES	10/10/2025
10 26 00	HIGH IMPACT CORNER GUARD	10/10/2025
10 28 00	TOILET AND BATH ACCESSORIES	10/10/2025
10 44 13	FIRE EXTINGUISHER CABINETS	10/10/2025
10 44 16	FIRE EXTINGUISHERS	10/10/2025
10 73 16	METAL WALKWAYS	10/10/2025
12 36 61	SIMULATED STONE COUNTERTOPS	10/10/2025
12 48 13	FLOOR MATS AND FRAMES	10/10/2025
31 10 00	SITE CLEARING	10/10/2025
31 23 01	EARTHWORK-PROPOSED FOR EMBANKMENTS, ROADWAY/PARKING, DRAINAGE AND OPEN AREAS	10/10/2025
31 31 16	TERMITE CONTROL	10/10/2025

GoPasco Multimodal Transfer Station Zephyrhills
GMP
2/17/2026
DOCUMENT LOG

SHEET	DESCRIPTION	DATE
31 32 19	GEOBLOCK PAVEMENT SYSTEM	10/10/2025
32 11 00	BASE COURSE	10/10/2025
32 11 16	SUBGRADE STABILIZATION	10/10/2025
32 12 13	ASPHALT SURFACE COURSE	10/10/2025
32 16 23	CONCRETE PAVING & WALKWAYS	10/10/2025
32 17 23	PAINTED TRAFFIC STRIPES	10/10/2025
33 11 00	WATER DISTRIBUTION	10/10/2025
33 31 00	GRAVITY SEWER COLLECTION	10/10/2025
33 40 00	STORM DRAINAGE	10/10/2025

EXHIBIT P - ALLOWANCES

GoPasco Multimodal Transfer Station Zephyrhills
GMP
Tuesday, April 7, 2026
Allowances

1. Div.03 Concrete - Delegated Design Canopy Footing Allowance	10,400.00
2. Div.05 Steel - Transaction Window Support Steel Allowance	20,000.00
3. Div.10 Specialties - Flag Pole Allowance	10,000.00
4. Div.10 Signage - Monmument Sign Permit Allowance	500.00
5. Div.10 Canopies - Walkway Cover Canopies Permit Allowance	500.00

EXHIBIT Q - ASSUMPTIONS AND CLARIFICATIONS

GoPasco Multimodal Transfer Station
Zephyrhills
Guaranteed Maximum Price

Tab 2 - Clarifications

Wharton-Smith, Inc.
CONSTRUCTION GROUP

GoPasco Multimodal Transfer Station Zephyrhills
GMP
Tuesday, April 7, 2026
Clarifications

The Project

- Project consists of a new bus transfer station for Pasco County Public Transportation, GoPasco. Project includes a small office, an outdoor public waiting area, restrooms, bus lanes, sitework, landscaping and utilities.

Documents

- Please see Documents log attached herein.

Schedule

- Please see Schedule attached hererin.
- Should the project be delayed beyond the start date set above, there could be an impact on final project cost which will require a review and possible adjustment to the proposed GMP
- Assumes all permitting, site investigations, environmental and geotechnical findings are complete upon GMP approval; schedule does not reflect allotment for these activities - these items are considered by others and are also outside of the GMP costs

Contingencies

- The GMP contains a project contingency to allow for
  - Buy-out of work not included in previously awarded bid packages
  - Repair of damages caused by an unknown source or contractor (not including Builder's Risk claims)
  - To improve and/or accelerate the progress of work
  - To improve the conditions of the work
  - For modifications of the work resulting from an unknown ambiguity (not an error or omission) in the contract documents
  - To increase and/or supplement staff as necessary to effectively manage the project
  - To adjust the reimbursable general requirements in excess of the GMP proposal

GC, GR and Staffing

- Upon execution of the GMP, the general conditions labor and general requirements will convert to lump sum and be billed out as a fixed amount on a monthly basis divisible by the total duration of the project shown per the contract schedule. The labor rates are then auditable only to confirm the total hours used on the project, not to the composition thereof.

Insurances and Bonding

- For all subcontractors with a contract in the amount of $100,000 or more bonding cost has been included in the estimate
- Payment & Performance Bond included
- Standard General Liability Commercial Contractor Insurance coverage included
- The Builder's Risk premium carried in this estimate is an allowance based on preliminary rate guidance and typical project characteristics. This allowance is subject to change as the project design develops and based on final policy terms, project location, construction duration, timing of procurement, and prevailing insurance market conditions at the time of issuance. A final premium will be determined upon procurement of the policy, typically within 30 days of Notice to Proceed (NTP). Any adjustments to the actual premium cost at that time may result in a change order.

Fee

- Fee is fixed and shall be billed out on a monthly basis based on percentage complete on progress of work

Owner Costs

To eliminate confusion caused by duplication and/or omissions, the following costs are assumed to be held by the Owner:

- Impact fees and other fees charged by the County, SWFWMD, any State or Federal agencies
- Utility meters and metering devices normally provided by the Utility Company
- Design and engineering costs; excluding delegated design scope which is by the Contractor
- Hazardous material testing or demolition / removal (asbestos, mold, lead paint, etc.)

GoPasco Multimodal Transfer Station Zephyrhills
GMP
Tuesday, April 7, 2026
Clarifications

Direct Costs

03 Concrete
- Planter walls are excluded per Addendum 01.
- Canopy footings are included per plans; an allowance is included to adjust footing size(s) post delegated design review.
- Building elevation is included per Addendum 01.

04 Masonry
- per Plans and Specs

05 CFS
- Based on joists 24" o.c.
- Includes 1.5" 20ga type B roof steel decking

06 Casework
- Window sills are excluded; none shown.

07 Metal Cladding
- Brake metal drip flashing at the transition from fascia to soffit will have the joint 4" down the soffit from the transition instead; panel joint will act as drip line. Flashing may not be added to ACM panel joint while being consistent with FPA.

07 Roofing/Thermal Protection
- Drip edge detail shall prevail based on metal cladding qualifications / clarifications.

08 Windows and Glass
- An allowance is included for support steel at the transaction window.
- Storefronts are shown exceeding 12'-0"; FPA calls for support steel beyond this elevation, an allowance is included under Concrete to increase the depth of tie-beams to account for reductions in proposed storefront elevations. All storefronts are included as 12'-0". No changes per Addendum 01, included as base bid.
- Windows are based on non-impact materials.

09 Finishes
- Per plans and specs.

10 Signage
- Permitting fees reconcilation will be offset via project contingency.

10 Canopies
- Permitting fees reconcilation will be offset via project contingency.

11 FF&E
- By Owner, N.I.C.

12 Furnishings
- Blinds are excluded, none shown.

21 Fire Sprinklers
- Sprinklers excluded, none shown.

22 Plumbing
- Per plans and specs.

GoPasco Multimodal Transfer Station Zephyrhills
GMP
Tuesday, April 7, 2026
Clarifications

23 Mechanical

- Per plans and specs.

26 Electrical

- Relocation of overhead lines, poles and/or infrastructure is performed by the Owner's local Utility company
- Primary transformer, pad, conduit and conductors are excluded - assumed by the Owner's Utility company; secondary feeders are included
- Secondary feeders based on 100 FT length.
- Wiring methods are included as follows
  - MC cable luminary for whips for lighting fixtures
  - EMT conduit
  - GRC and IMC conduit
  - PVC Schedule 40 & 80
  - Liquid-tight metal conduit
  - Wire and conduit sizes based on NEC
- Site light poles are by Owner, this includes supply of light poles, luminaires, footings, conduit, conductors and terminations.

27 Low Voltage

- All data and comms will be wired in conduit in walls, above ceilings will be "free-wired" supported with "J" hooks or straps
- Fire alarm is not shown, this is excluded.
- Systems and communications service feeders based on 100 FT length.
- Lenel access control system is assumed to tie into an existing system which includes having enough spare existing licenses for the additional two doors for this scope. No additional licensing is included.
- IronLink CCTV Server is assumed to tie into an existing Video Management Software and having enough spare existing licenses for the additional cameras. Video Management Software and programming is excluded.
- Wireless access points and network equipment is excluded; assumed by Owner.
- Fiber optic cable and/or copper backbone cabling is excluded; assumed by Owner.
- An allowance for performing a BDA survey post-construction is included. If a BDA system is required, this shall be funded via project contingency.

31 Site

- Mill and overlay excluded, none shown.

32 Fencing

- Permanent Fencing is not shown, this is excluded.

32 Landscaping

- Per plans and specs.

EXHIBIT R - CONSTRUCTION SCHEDULE

GoPasco Multimodal Transfer Station
Zephyrhills
Guaranteed Maximum Price

Tab 6 – Schedule & Logistics

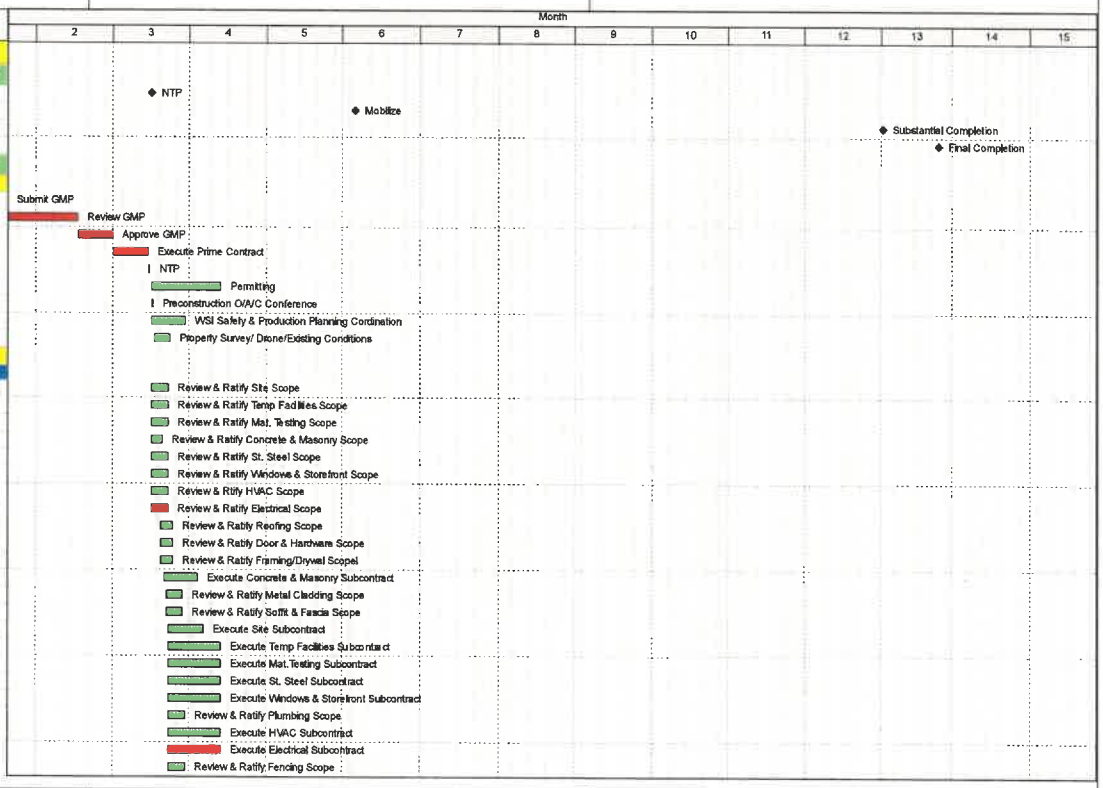
Wharton-Smith, Inc.
CONSTRUCTION GROUP

PASCO COUNTY FLORIDA

PASCO COUNTY
ZEPHYRHILLS TRANSFER STATION
GMP SCHEDULE DRAFT

Project ID: 25-159-01
Data Date: 17-Feb-26

Activity Name	Orig Dur	Start	Finish
Zephyrhills Transfer Station	266	17-Feb-26	23-Feb-27
MILESTONES	224	16-Apr-26	23-Feb-27
NTP	0	16-Apr-26	
Mobilize	0	06-Jul-26	
Substantial Completion	0		01-Feb-27
Final Completion	0		23-Feb-27
PRECONSTRUCTION & PROCUR	292	17-Feb-26	09-Dec-26
Preconstruction	62	17-Feb-26	13-May-26
Submit GMP	1	17-Feb-26	17-Feb-26
Review GMP	20	18-Feb-26	17-Mar-26
Approve GMP	10	18-Mar-26	31-Mar-26
Execute Prime Contract	10	01-Apr-26	14-Apr-26
NTP	1	15-Apr-26	15-Apr-26
Permitting	20	16-Apr-26	13-May-26
Preconstruction O/A/C Conference	1	16-Apr-26	16-Apr-26
WSI Safety & Production Planning Cordination	10	16-Apr-26	29-Apr-26
Property Survey/ Drone/Existing Conditions	5	17-Apr-26	23-Apr-26
Procurement	170	16-Apr-26	09-Dec-26
Subcontracts	95	16-Apr-26	23-Jul-26
Review & Ratify Site Scope	5	16-Apr-26	22-Apr-26
Review & Ratify Temp Facilities Scope	5	16-Apr-26	22-Apr-26
Review & Ratify Mat. Testing Scope	5	16-Apr-26	22-Apr-26
Review & Ratify Concrete & Masonry Scope	3	16-Apr-26	20-Apr-26
Review & Ratify St. Steel Scope	5	16-Apr-26	22-Apr-26
Review & Ratify Windows & Storefront Scope	5	16-Apr-26	22-Apr-26
Review & Rtify HVAC Scope	5	16-Apr-26	22-Apr-26
Review & Ratify Electrical Scope	5	16-Apr-26	22-Apr-26
Review & Ratify Roofing Scope	5	20-Apr-26	24-Apr-26
Review & Ratify Door & Hardware Scope	5	20-Apr-26	24-Apr-26
Review & Ratify Framing/Drywal Scopel	5	20-Apr-26	24-Apr-26
Execute Concrete & Masonry Subcontract	10	21-Apr-26	04-May-26
Review & Ratify Metal Cladding Scope	5	22-Apr-26	28-Apr-26
Review & Ratify Soffit & Fascia Scope	5	22-Apr-26	28-Apr-26
Execute Site Subcontract	10	23-Apr-26	06-May-26
Execute Temp Facilities Subcontract	15	23-Apr-26	13-May-26
Execute Mat.Testing Subcontract	15	23-Apr-26	13-May-26
Execute St. Steel Subcontract	15	23-Apr-26	13-May-26
Execute Windows & Storefront Subcontract	15	23-Apr-26	13-May-26
Review & Ratify Plumbing Scope	5	23-Apr-26	29-Apr-26
Execute HVAC Subcontract	15	23-Apr-26	13-May-26
Execute Electrical Subcontract	15	23-Apr-26	13-May-26
Review & Ratify Fencing Scope	5	23-Apr-26	29-Apr-26



Actual Work ◆ Milestone
Remaining Work
Critical Remaining Work

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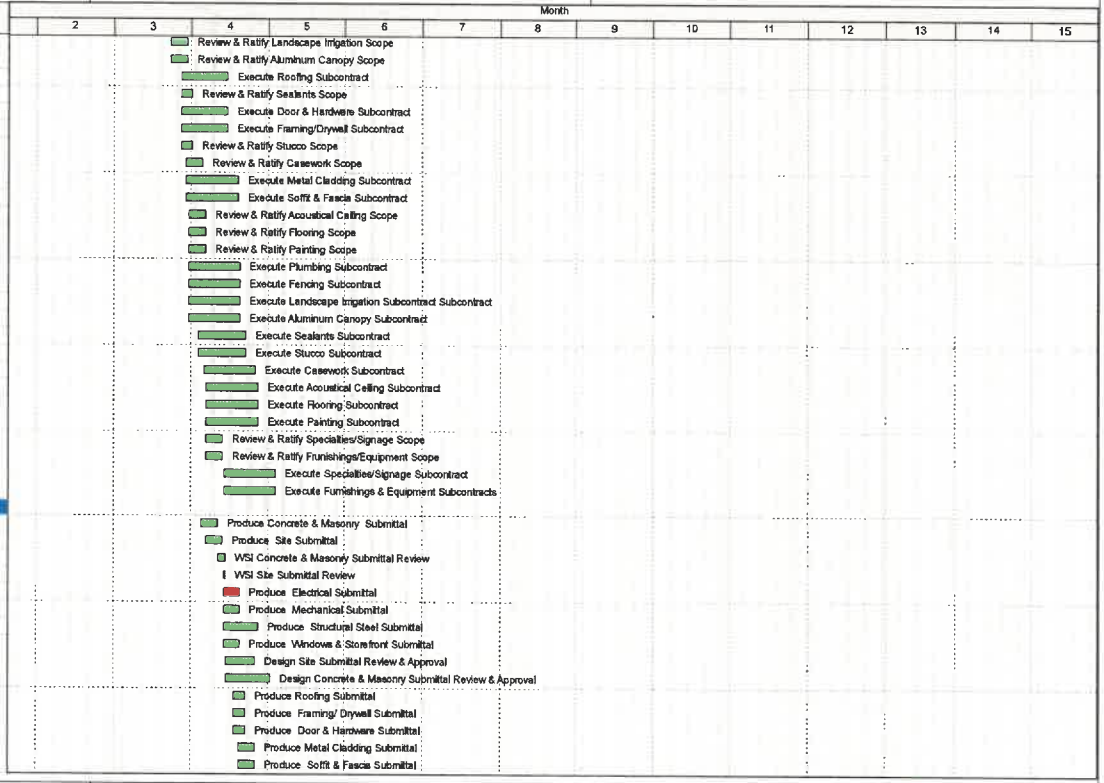
Wharton-Smith, Inc. CONSTRUCTION GROUP

PASCO COUNTY FLORIDA

PASCO COUNTY
ZEPHYRHILLS TRANSFER STATION
GMP SCHEDULE DRAFT

Project ID: 25-159-01
Data Date: 17-Feb-26

Activity Name	Orig Dur	Start	Finish
Review & Ratify Landscape Irrigation Scope	5	23-Apr-26	29-Apr-26
Review & Ratify Aluminum Canopy Scope	5	23-Apr-26	29-Apr-26
Execute Roofing Subcontract	15	27-Apr-26	15-May-26
Review & Ratify Sealants Scope	5	27-Apr-26	01-May-26
Execute Door & Hardware Subcontract	15	27-Apr-26	15-May-26
Execute Framing/Drywall Subcontract	15	27-Apr-26	15-May-26
Review & Ratify Stucco Scope	5	27-Apr-26	01-May-26
Review & Ratify Casework Scope	5	29-Apr-26	05-May-26
Execute Metal Cladding Subcontract	15	29-Apr-26	19-May-26
Execute Soffit & Fascia Subcontract	15	29-Apr-26	19-May-26
Review & Ratify Acoustical Ceiling Scope	5	30-Apr-26	06-May-26
Review & Ratify Flooring Scope	5	30-Apr-26	06-May-26
Review & Ratify Painting Scope	5	30-Apr-26	06-May-26
Execute Plumbing Subcontract	15	30-Apr-26	20-May-26
Execute Fencing Subcontract	15	30-Apr-26	20-May-26
Execute Landscape Irrigation Subcontract Su	15	30-Apr-26	20-May-26
Execute Aluminum Canopy Subcontract	15	30-Apr-26	20-May-26
Execute Sealants Subcontract	15	04-May-26	22-May-26
Execute Stucco Subcontract	15	04-May-26	22-May-26
Execute Casework Subcontract	15	06-May-26	26-May-26
Execute Acoustical Ceiling Subcontract	15	07-May-26	27-May-26
Execute Flooring Subcontract	15	07-May-26	27-May-26
Execute Painting Subcontract	15	07-May-26	27-May-26
Review & Ratify Specialties/Signage Scope	5	07-May-26	13-May-26
Review & Ratify Furnishings/Equipment Scop	5	07-May-26	13-May-26
Execute Specialties/Signage Subcontract	15	14-May-26	03-Jun-26
Execute Furnishings & Equipment Subcontra	15	14-May-26	03-Jun-26
Submittals			
Produce Concrete & Masonry Submittal	5	05-May-26	11-May-26
Produce Site Submittal	5	07-May-26	13-May-26
WSI Concrete & Masonry Submittal Review	3	12-May-26	14-May-26
WSI Site Submittal Review	1	14-May-26	14-May-26
Produce Electrical Submittal	5	14-May-26	20-May-26
Produce Mechanical Submittal	5	14-May-26	20-May-26
Produce Structural Steel Submittal	10	14-May-26	27-May-26
Produce Windows & Storefront Submittal	5	14-May-26	20-May-26
Design Site Submittal Review & Approval	8	15-May-26	26-May-26
Design Concrete & Masonry Submittal Revie	12	15-May-26	01-Jun-26
Produce Roofing Submittal	5	18-May-26	22-May-26
Produce Framing/ Drywall Submittal	5	18-May-26	22-May-26
Produce Door & Hardware Submittal	5	18-May-26	22-May-26
Produce Metal Cladding Submittal	5	20-May-26	26-May-26
Produce Soffit & Fascia Submittal	5	20-May-26	26-May-26



Actual Work ◆ Milestone
Remaining Work
Critical Remaining Work

Page 2 of 9

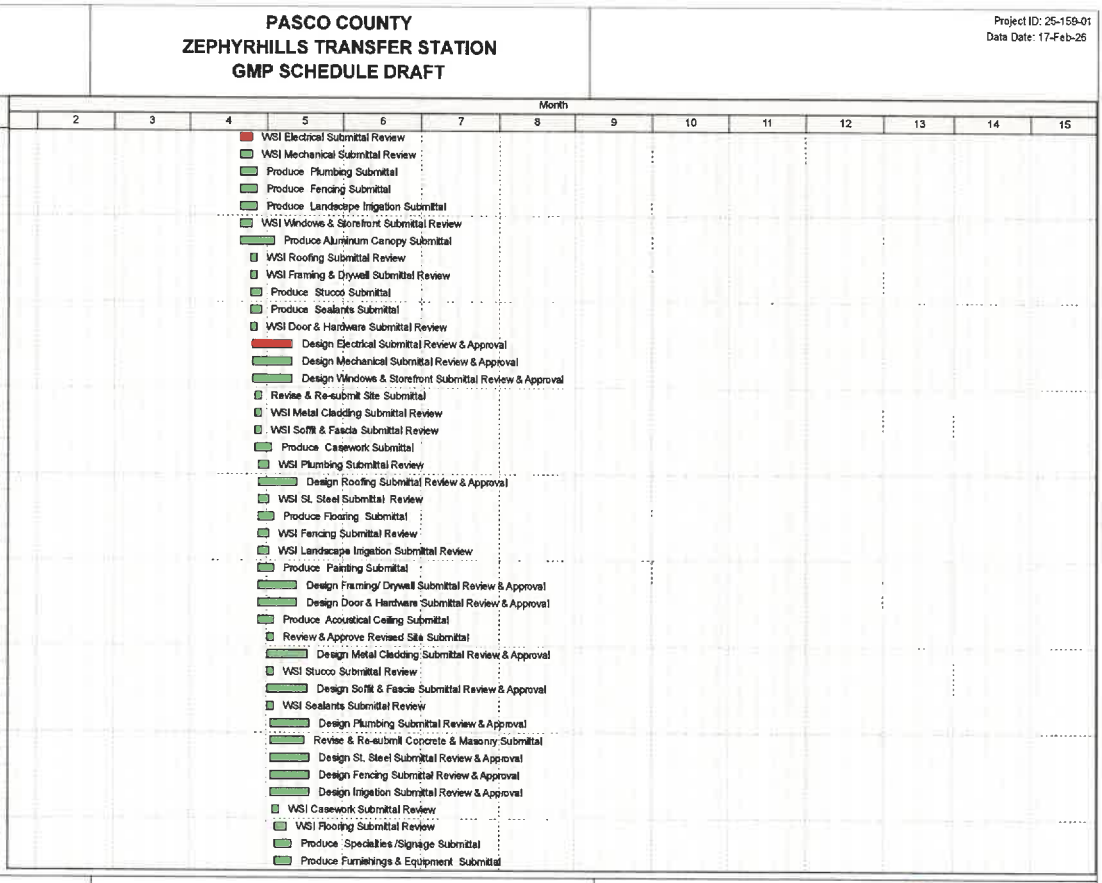
Wharton-Smith, Inc. CONSTRUCTION GROUP

PASCO COUNTY FLORIDA

PASCO COUNTY
ZEPHYRHILLS TRANSFER STATION
GMP SCHEDULE DRAFT

Project ID: 25-159-01
Data Date: 17-Feb-26

Activity Name	Orig Dur	Start	Finish
WSI Electrical Submittal Review	3	21-May-26	25-May-26
WSI Mechanical Submittal Review	3	21-May-26	25-May-26
Produce Plumbing Submittal	5	21-May-26	27-May-26
Produce Fencing Submittal	5	21-May-26	27-May-26
Produce Landscape Irrigation Submittal	5	21-May-26	27-May-26
WSI Windows & Storefront Submittal Review	3	21-May-26	25-May-26
Produce Aluminum Canopy Submittal	10	21-May-26	03-Jun-26
WSI Roofing Submittal Review	3	25-May-26	27-May-26
WSI Framing & Drywall Submittal Review	3	25-May-26	27-May-26
Produce Stucco Submittal	5	25-May-26	29-May-26
Produce Sealants Submittal	5	25-May-26	29-May-26
WSI Door & Hardware Submittal Review	3	25-May-26	27-May-26
Design Electrical Submittal Review & Approva	12	26-May-26	10-Jun-26
Design Mechanical Submittal Review & Appro	12	26-May-26	10-Jun-26
Design Windows & Storefront Submittal Revi	12	26-May-26	10-Jun-26
Revise & Re-submit Site Submittal	3	27-May-26	29-May-26
WSI Metal Cladding Submittal Review	3	27-May-26	29-May-26
WSI Soffit & Fascia Submittal Review	3	27-May-26	29-May-26
Produce Casework Submittal	5	27-May-26	02-Jun-26
WSI Plumbing Submittal Review	3	28-May-26	01-Jun-26
Design Roofing Submittal Review & Approva	12	28-May-26	12-Jun-26
WSI St. Steel Submittal Review	3	28-May-26	01-Jun-26
Produce Flooring Submittal	5	28-May-26	03-Jun-26
WSI Fencing Submittal Review	3	28-May-26	01-Jun-26
WSI Landscape Irrigation Submittal Review	3	28-May-26	01-Jun-26
Produce Painting Submittal	5	28-May-26	03-Jun-26
Design Framing/ Drywall Submittal Review &	12	28-May-26	12-Jun-26
Design Door & Hardware Submittal Review &	12	28-May-26	12-Jun-26
Produce Acoustical Ceiling Submittal	5	28-May-26	03-Jun-26
Review & Approve Revised Site Submittal	3	01-Jun-26	03-Jun-26
Design Metal Cladding Submittal Review & A	12	01-Jun-26	16-Jun-26
WSI Stucco Submittal Review	3	01-Jun-26	03-Jun-26
Design Soffit & Fascia Submittal Review & Ap	12	01-Jun-26	16-Jun-26
WSI Sealants Submittal Review	3	01-Jun-26	03-Jun-26
Design Plumbing Submittal Review & Approv	12	02-Jun-26	17-Jun-26
Revise & Re-submit Concrete & Masonry Su	10	02-Jun-26	15-Jun-26
Design St. Steel Submittal Review & Approva	12	02-Jun-26	17-Jun-26
Design Fencing Submittal Review & Approva	12	02-Jun-26	17-Jun-26
Design Irrigation Submittal Review & Approva	12	02-Jun-26	17-Jun-26
WSI Casework Submittal Review	3	03-Jun-26	05-Jun-26
WSI Flooring Submittal Review	3	04-Jun-26	08-Jun-26
Produce Specialties /Signage Submittal	5	04-Jun-26	10-Jun-26
Produce Furnishings & Equipment Submittal	5	04-Jun-26	10-Jun-26



Actual Work
Remaining Work
Critical Remaining Work
Milestone

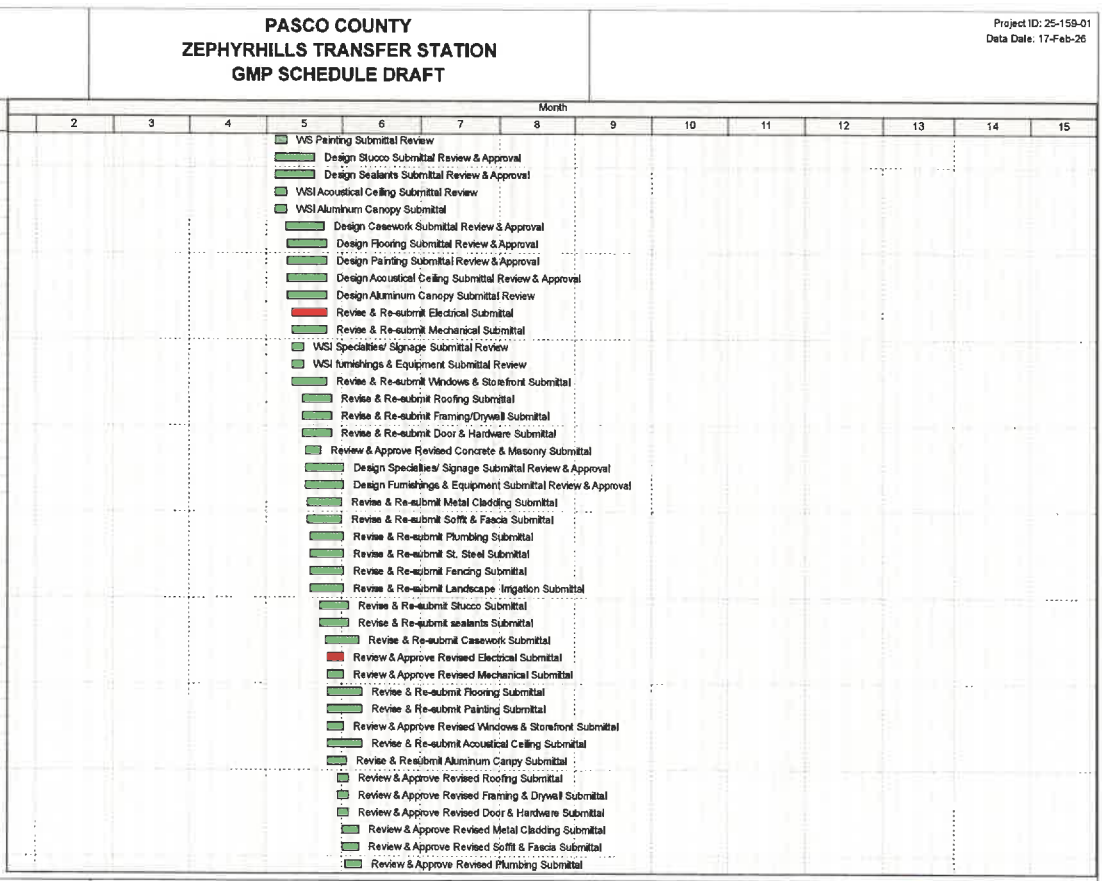
Wharton-Smith, Inc. CONSTRUCTION GROUP

PASCO COUNTY FLORIDA

PASCO COUNTY
ZEPHYRHILLS TRANSFER STATION
GMP SCHEDULE DRAFT

Project ID: 25-159-01
Data Date: 17-Feb-26

Activity Name	Orig Dur	Start	Finish
WS Painting Submittal Review	3	04-Jun-26	08-Jun-26
Design Stucco Submittal Review & Approval	12	04-Jun-26	19-Jun-26
Design Sealants Submittal Review & Approva	12	04-Jun-26	19-Jun-26
WSI Acoustical Ceiling Submittal Review	3	04-Jun-26	08-Jun-26
WSI Aluminum Canopy Submittal	3	04-Jun-26	08-Jun-26
Design Casework Submittal Review & Approv	12	08-Jun-26	23-Jun-26
Design Flooring Submittal Review & Approva	12	09-Jun-26	24-Jun-26
Design Painting Submittal Review & Approva	12	09-Jun-26	24-Jun-26
Design Acoustical Ceiling Submittal Review &	12	09-Jun-26	24-Jun-26
Design Aluminum Canopy Submittal Review	12	09-Jun-26	24-Jun-26
Revise & Re-submit Electrical Submittal	10	11-Jun-26	24-Jun-26
Revise & Re-submit Mechanical Submittal	10	11-Jun-26	24-Jun-26
WSI Specialties/ Signage Submittal Review	3	11-Jun-26	15-Jun-26
WSI furnishings & Equipment Submittal Revi	3	11-Jun-26	15-Jun-26
Revise & Re-submit Windows & Storefront Su	10	11-Jun-26	24-Jun-26
Revise & Re-submit Roofing Submittal	10	15-Jun-26	26-Jun-26
Revise & Re-submit Framing/Drywall Submitt	10	15-Jun-26	26-Jun-26
Revise & Re-submit Door & Hardware Subm	10	15-Jun-26	26-Jun-26
Review & Approve Revised Concrete & Masc	5	16-Jun-26	22-Jun-26
Design Specialties/ Signage Submittal Revie	12	16-Jun-26	01-Jul-26
Design Furnishings & Equipment Submittal R	12	16-Jun-26	01-Jul-26
Revise & Re-submit Metal Cladding Submitta	10	17-Jun-26	30-Jun-26
Revise & Re-submit Soffit & Fascia Submitta	10	17-Jun-26	30-Jun-26
Revise & Re-submit Plumbing Submittal	10	18-Jun-26	01-Jul-26
Revise & Re-submit St. Steel Submittal	10	18-Jun-26	01-Jul-26
Revise & Re-submit Fencing Submittal	10	18-Jun-26	01-Jul-26
Revise & Re-submit Landscape Irrigation Su	10	18-Jun-26	01-Jul-26
Revise & Re-submit Stucco Submittal	10	22-Jun-26	03-Jul-26
Revise & Re-submit sealants Submittal	10	22-Jun-26	03-Jul-26
Revise & Re-submit Casework Submittal	10	24-Jun-26	07-Jul-26
Review & Approve Revised Electrical Submitt	5	25-Jun-26	01-Jul-26
Review & Approve Revised Mechanical Subn	5	25-Jun-26	01-Jul-26
Revise & Re-submit Flooring Submittal	10	25-Jun-26	08-Jul-26
Revise & Re-submit Painting Submittal	10	25-Jun-26	08-Jul-26
Review & Approve Revised Windows & Store	5	25-Jun-26	01-Jul-26
Revise & Re-submit Acoustical Ceiling Subm	10	25-Jun-26	08-Jul-26
Revise & Resubmit Aluminum Canpy Submit	6	25-Jun-26	02-Jul-26
Review & Approve Revised Roofing Submittal	5	29-Jun-26	03-Jul-26
Review & Approve Revised Framing & Drywa	5	29-Jun-26	03-Jul-26
Review & Approve Revised Door & Hardware	5	29-Jun-26	03-Jul-26
Review & Approve Revised Metal Cladding S	5	01-Jul-26	07-Jul-26
Review & Approve Revised Soffit & Fascia Su	5	01-Jul-26	07-Jul-26
Review & Approve Revised Plumbing Submit	5	02-Jul-26	08-Jul-26



Actual Work ◆ Milestone
Remaining Work
Critical Remaining Work

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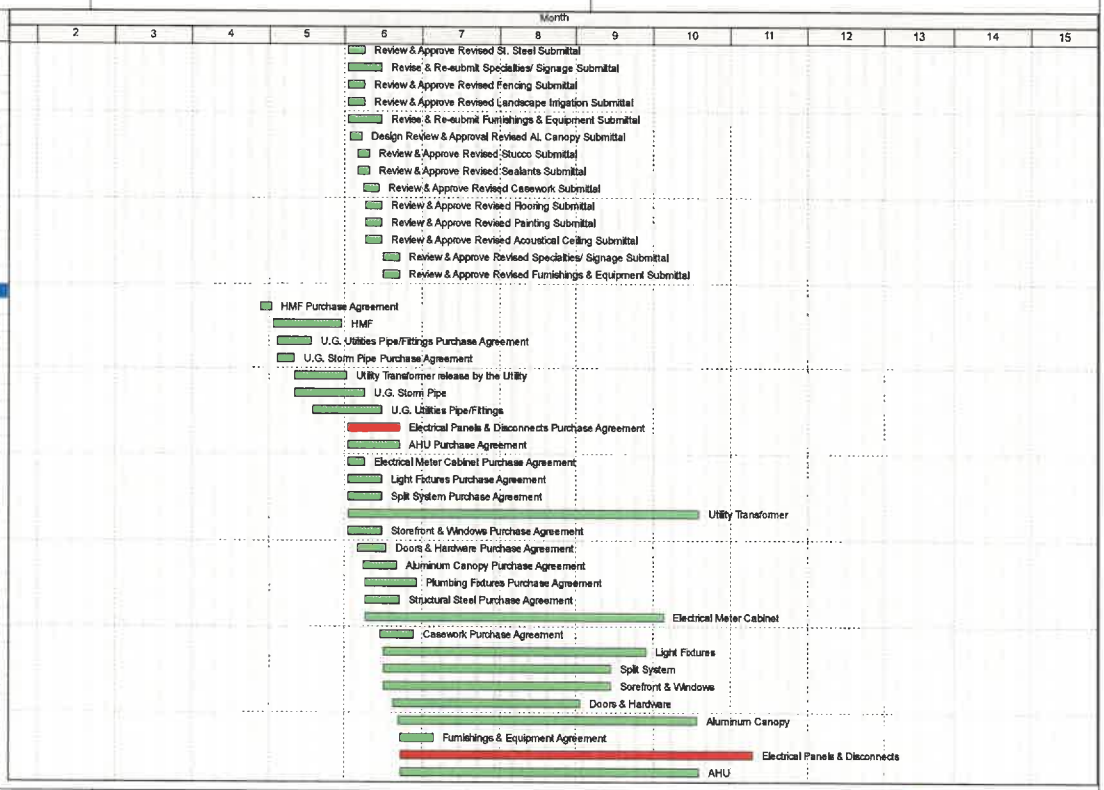
Wharton-Smith, Inc. CONSTRUCTION GROUP

PASCO COUNTY FLORIDA

PASCO COUNTY
ZEPHYRHILLS TRANSFER STATION
GMP SCHEDULE DRAFT

Project ID: 25-159-01
Data Date: 17-Feb-26

Activity Name	Orig Dur	Start	Finish
Review & Approve Revised St. Steel Submitt	5	02-Jul-26	08-Jul-26
Revise & Re-submit Specialties/ Signage Sul	10	02-Jul-26	15-Jul-26
Review & Approve Revised Fencing Submitta	5	02-Jul-26	08-Jul-26
Review & Approve Revised Landscape Irrigat	5	02-Jul-26	08-Jul-26
Revise & Re-submit Furnishings & Equipmen	10	02-Jul-26	15-Jul-26
Design Review & Approval Revised AL Cano	3	03-Jul-26	07-Jul-26
Review & Approve Revised Stucco Submittal	5	06-Jul-26	10-Jul-26
Review & Approve Revised Sealants Submitt	5	06-Jul-26	10-Jul-26
Review & Approve Revised Casework Submi	5	08-Jul-26	14-Jul-26
Review & Approve Revised Flooring Submitta	5	09-Jul-26	15-Jul-26
Review & Approve Revised Painting Submitta	5	09-Jul-26	15-Jul-26
Review & Approve Revised Acoustical Ceiling	5	09-Jul-26	15-Jul-26
Review & Approve Revised Specialties/ Signa	5	16-Jul-26	22-Jul-26
Review & Approve Revised Furnishings & Eq	5	16-Jul-26	22-Jul-26
Long Lead	140	28-May-26	04-Dec-26
HMF Purchase Agreement	3	28-May-26	01-Jun-26
HMF	20	02-Jun-26	29-Jun-26
U.G. Utilities Pipe/Fittings Purchase Agreeme	10	04-Jun-26	17-Jun-26
U.G. Storm Pipe Purchase Agreement	5	04-Jun-26	10-Jun-26
Utility Transformer release by the Utility	15	11-Jun-26	01-Jul-26
U.G. Storm Pipe	20	11-Jun-26	08-Jul-26
U.G. Utilities Pipe/Fittings	20	18-Jun-26	15-Jul-26
Electrical Panels & Disconnects Purchase Ag	15	02-Jul-26	22-Jul-26
AHU Purchase Agreement	15	02-Jul-26	22-Jul-26
Electrical Meter Cabinet Purchase Agreemen	5	02-Jul-26	08-Jul-26
Light Fixtures Purchase Agreement	10	02-Jul-26	15-Jul-26
Split System Purchase Agreement	10	02-Jul-26	15-Jul-26
Utility Transformer	100	02-Jul-26	18-Nov-26
Storefront & Windows Purchase Agreement	10	02-Jul-26	15-Jul-26
Doors & Hardware Purchase Agreement	10	06-Jul-26	17-Jul-26
Aluminum Canopy Purchase Agreement	10	08-Jul-26	21-Jul-26
Plumbing Fixtures Purchase Agreement	15	09-Jul-26	29-Jul-26
Structural Steel Purchase Agreement	10	09-Jul-26	22-Jul-26
Electrical Meter Cabinet	85	09-Jul-26	04-Nov-26
Casework Purchase Agreement	10	15-Jul-26	28-Jul-26
Light Fixtures	75	16-Jul-26	28-Oct-26
Split System	65	16-Jul-26	14-Oct-26
Sorefront & Windows	65	16-Jul-26	14-Oct-26
Doors & Hardware	55	20-Jul-26	02-Oct-26
Aluminum Canopy	85	22-Jul-26	17-Nov-26
Furnishings & Equipment Agreement	10	23-Jul-26	05-Aug-26
Electrical Panels & Disconnects	100	23-Jul-26	09-Dec-26
AHU	85	23-Jul-26	18-Nov-26



Actual Work ◆ Milestone
Remaining Work
Critical Remaining Work

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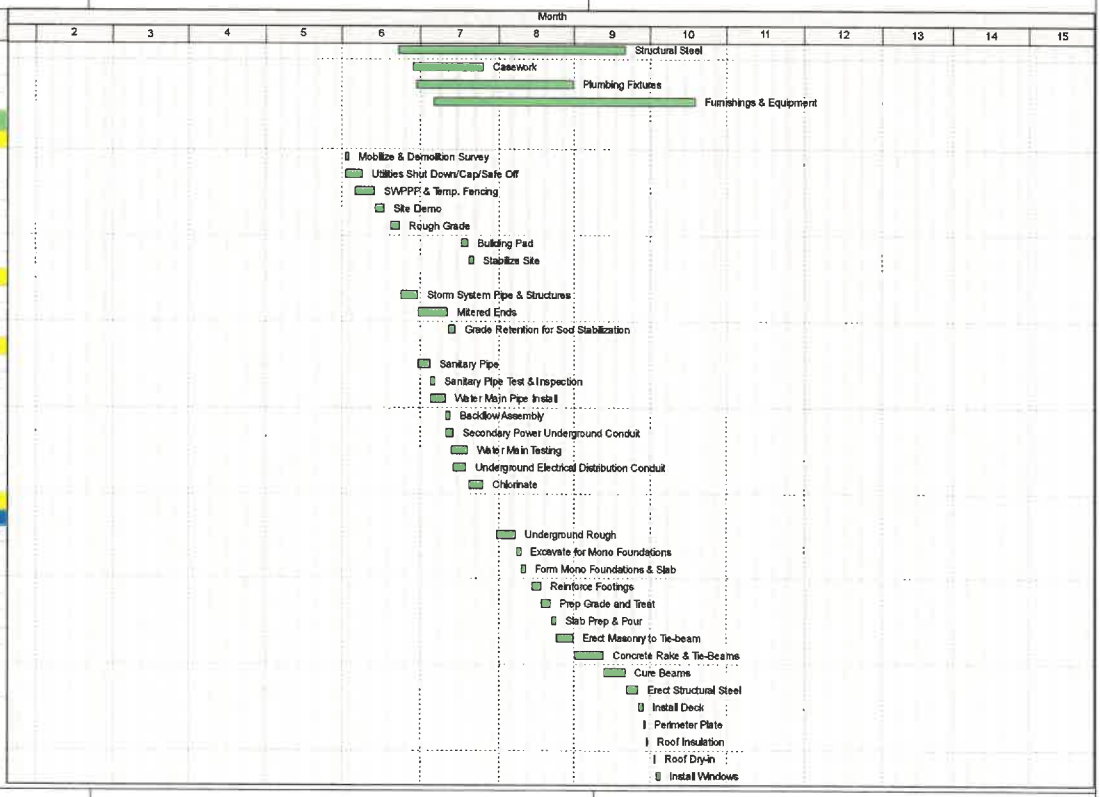
Wharton-Smith, Inc. CONSTRUCTION GROUP

PASCO COUNTY FLORIDA

PASCO COUNTY
ZEPHYRHILLS TRANSFER STATION
GMP SCHEDULE DRAFT

Project ID: 25-159-01
Data Date: 17-Feb-26

Activity Name	Orig Dur	Start	Finish
Structural Steel	65	23-Jul-26	21-Oct-26
Casework	20	29-Jul-26	25-Aug-26
Plumbing Fixtures	45	30-Jul-26	30-Sep-26
Furnishings & Equipment	75	06-Aug-26	18-Nov-26
CONSTRUCTION	144	02-Jul-26	19-Jan-27
Site Prep & Retention	37	02-Jul-26	21-Aug-26
Mobiliza & Demolition Survey	2	02-Jul-26	03-Jul-26
Utilities Shut Down/Cap/Safe Off	5	02-Jul-26	08-Jul-26
SWPPP & Temp. Fencing	6	06-Jul-26	13-Jul-26
Site Demo	4	14-Jul-26	17-Jul-26
Rough Grade	4	20-Jul-26	23-Jul-26
Building Pad	3	17-Aug-26	19-Aug-26
Stabilize Site	2	20-Aug-26	21-Aug-26
Storm Drainage	16	24-Jul-26	14-Aug-26
Storm System Pipe & Structures	5	24-Jul-26	30-Jul-26
Mitered Ends	8	31-Jul-26	11-Aug-26
Grade Retention for Sod Stabilization	3	12-Aug-26	14-Aug-26
Utilities	18	31-Jul-26	25-Aug-26
Sanitary Pipe	3	31-Jul-26	04-Aug-26
Sanitary Pipe Test & Inspection	2	05-Aug-26	06-Aug-26
Water Main Pipe Install	4	05-Aug-26	10-Aug-26
Backflow Assembly	2	11-Aug-26	12-Aug-26
Secondary Power Underground Conduit	3	11-Aug-26	13-Aug-26
Water Main Testing	5	13-Aug-26	19-Aug-26
Underground Electrical Distribution Conduit	3	14-Aug-26	18-Aug-26
Chlorinate	4	20-Aug-26	25-Aug-26
Office Building	94	31-Aug-26	07-Jan-27
Building Envelope	42	31-Aug-26	19-Dec-26
Underground Rough	6	31-Aug-26	07-Sep-26
Excavate for Mono Foundations	2	08-Sep-26	09-Sep-26
Form Mono Foundations & Slab	2	10-Sep-26	11-Sep-26
Reinforce Footings	4	14-Sep-26	17-Sep-26
Prep Grade and Treat	2	18-Sep-26	21-Sep-26
Slab Prep & Pour	2	22-Sep-26	23-Sep-26
Erect Masonry to Tie-beam	5	24-Sep-26	30-Sep-26
Concrete Rake & Tie-Beams	8	01-Oct-26	12-Oct-26
Cure Beams	7	13-Oct-26	21-Oct-26
Erect Structural Steel	3	22-Oct-26	26-Oct-26
Install Deck	2	27-Oct-26	28-Oct-26
Perimeter Plate	1	29-Oct-26	29-Oct-26
Roof Insulation	1	30-Oct-26	30-Oct-26
Roof Dry-in	1	02-Nov-26	02-Nov-26
Install Windows	2	03-Nov-26	04-Nov-26



Actual Work
Remaining Work
Critical Remaining Work
Milestone

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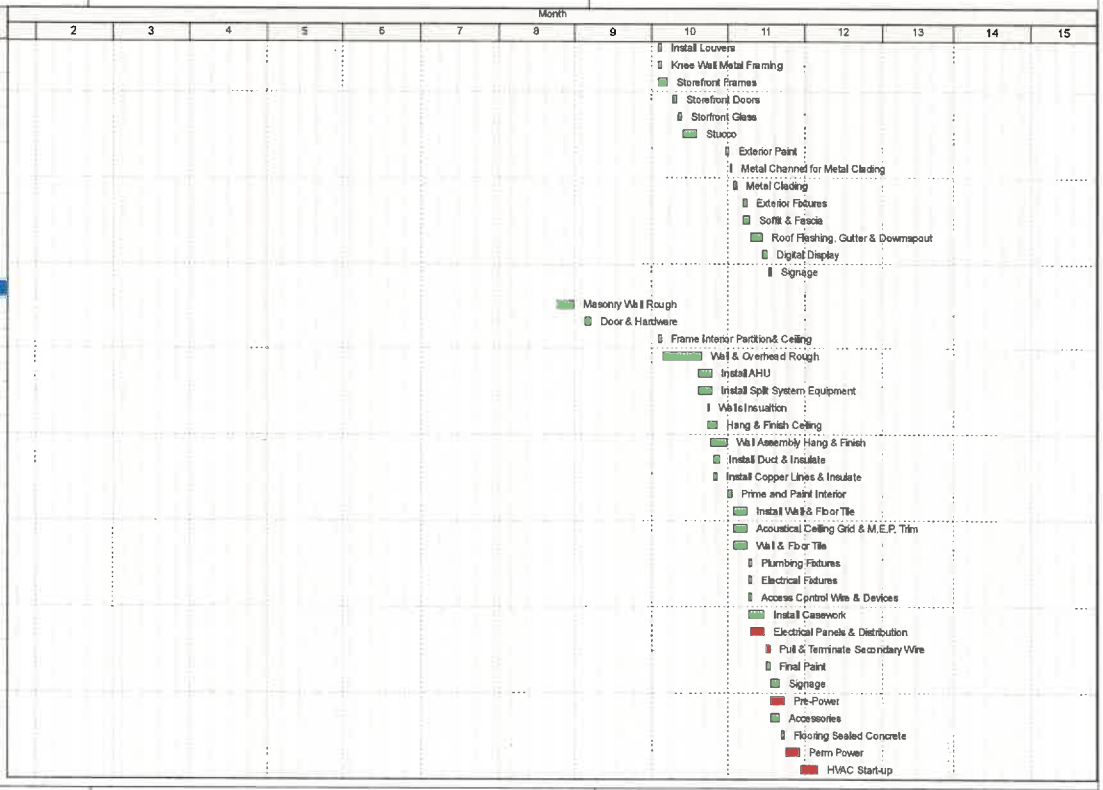
Wharton-Smith, Inc. CONSTRUCTION GROUP

PASCO COUNTY FLORIDA

PASCO COUNTY
ZEPHYRHILLS TRANSFER STATION
GMP SCHEDULE DRAFT

Project ID: 25-159-01
Data Date: 17-Feb-26

Activity Name	Orig Dur	Start	Finish
Install Louvers	2	03-Nov-26	04-Nov-26
Knee Wall Metal Framing	2	03-Nov-26	04-Nov-26
Storefront Frames	4	03-Nov-26	06-Nov-26
Storefront Doors	2	09-Nov-26	10-Nov-26
Storfront Glass	2	11-Nov-26	12-Nov-26
Stucco	4	13-Nov-26	18-Nov-26
Exterior Paint	2	30-Nov-26	01-Dec-26
Metal Channel for Metal Cladng	1	02-Dec-26	02-Dec-26
Metal Cladng	2	03-Dec-26	04-Dec-26
Exterior Fixtures	2	07-Dec-26	08-Dec-26
Soffit & Fascia	3	07-Dec-26	09-Dec-26
Roof Flashing, Gutter & Downspout	3	10-Dec-26	14-Dec-26
Digital Display	2	15-Dec-26	16-Dec-26
Signage	2	17-Dec-26	18-Dec-26
Interior	20	24-Sep-26	21-Oct-26
Masonry Wall Rough	5	24-Sep-26	30-Sep-26
Door & Hardware	3	05-Oct-26	07-Oct-26
Frame Interior Partition& Ceiling	2	03-Nov-26	04-Nov-26
Wall & Overhead Rough	12	05-Nov-26	20-Nov-26
Install AHU	4	19-Nov-26	24-Nov-26
Install Split System Equipment	4	19-Nov-26	24-Nov-26
Walls Insualtion	1	23-Nov-26	23-Nov-26
Hang & Finish Ceiling	4	23-Nov-26	26-Nov-26
Wall Assembly Hang & Finish	5	24-Nov-26	30-Nov-26
Install Duct & Insulate	3	25-Nov-26	27-Nov-26
Install Copper Lines & Insulate	2	25-Nov-26	26-Nov-26
Prime and Paint Interior	2	01-Dec-26	02-Dec-26
Install Wall & Flor Tile	4	03-Dec-26	06-Dec-26
Acoustical Ceiling Grid & M.E.P. Trim	4	03-Dec-26	06-Dec-26
Wall & Flor Tile	4	03-Dec-26	06-Dec-26
Plumbing Fixtures	2	09-Dec-26	10-Dec-26
Electrical Fixtures	2	09-Dec-26	10-Dec-26
Access Control Wire & Devices	2	09-Dec-26	10-Dec-26
Install Casework	5	09-Dec-26	15-Dec-26
Electrical Panels & Distribution	4	10-Dec-26	15-Dec-26
Pull & Terminate Secondary Wire	2	16-Dec-26	17-Dec-26
Final Paint	2	16-Dec-26	17-Dec-26
Signage	2	18-Dec-26	21-Dec-26
Pre-Power	4	18-Dec-26	23-Dec-26
Accessories	2	18-Dec-26	21-Dec-26
Flooring Sealed Concrete	2	22-Dec-26	23-Dec-26
Perm Power	4	24-Dec-26	29-Dec-26
HVAC Start-up	5	30-Dec-26	05-Jan-27



Actual Work
Remaining Work
Critical Remaining Work
Milestone

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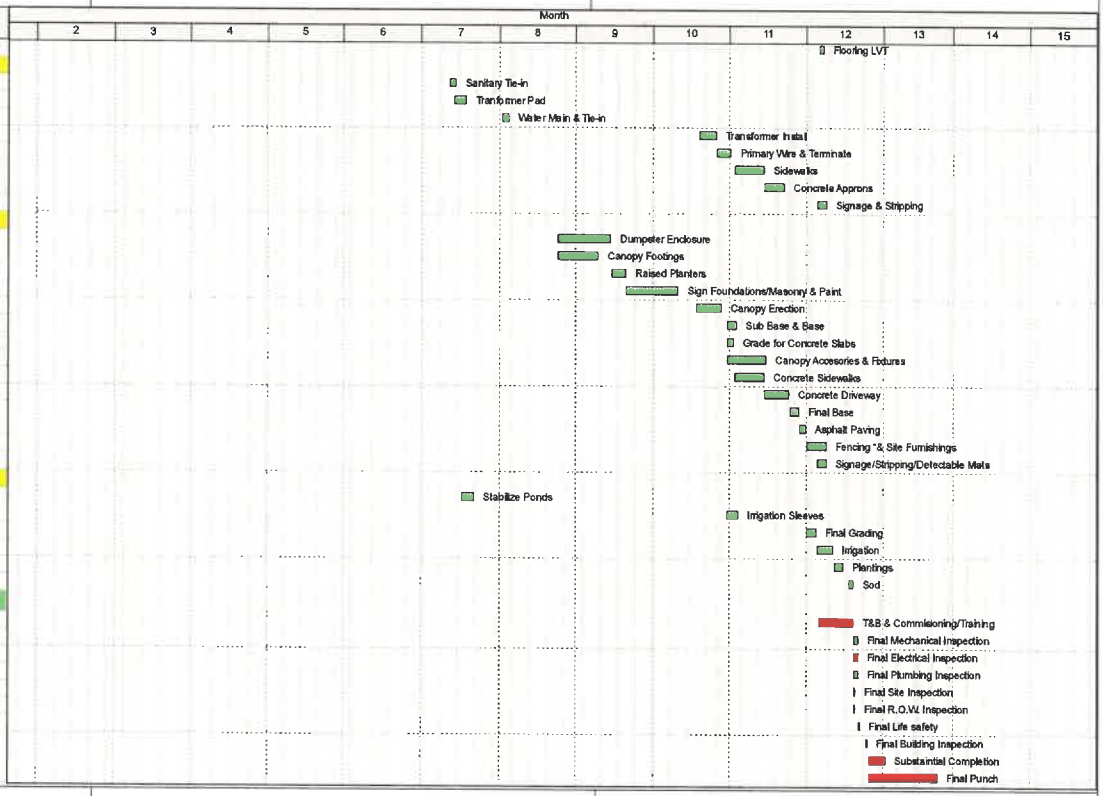
Wharton-Smith, Inc. CONSTRUCTION GROUP

PASCO COUNTY FLORIDA

PASCO COUNTY
ZEPHYRHILLS TRANSFER STATION
GMP SCHEDULE DRAFT

Project ID: 25-159-01
Data Date: 17-Feb-26

Activity Name	Orig Dur	Start	Finish
Flooring LVT	2	06-Jan-27	07-Jan-27
R.O.W.	108	12-Aug-26	08-Jan-27
Sanitary Tie-in	3	12-Aug-26	14-Aug-26
Tranformer Pad	3	14-Aug-26	18-Aug-26
Water Main & Tie-in	3	02-Sep-26	04-Sep-26
Transformer Install	5	19-Nov-26	25-Nov-26
Primary Wire & Terminate	4	25-Nov-26	01-Dec-26
Sidewalks	8	03-Dec-26	14-Dec-26
Concrete Approns	6	15-Dec-26	22-Dec-26
Signage & Stripping	4	05-Jan-27	08-Jan-27
Paving & Site Structures/ Accessories	77	24-Sep-26	08-Jan-27
Dumpster Enclosure	15	24-Sep-26	14-Oct-26
Canopy Footings	12	24-Sep-26	09-Oct-26
Raised Planters	4	15-Oct-26	20-Oct-26
Sign Foundations/Masonry & Paint	15	21-Oct-26	10-Nov-26
Canopy Erection	8	18-Nov-26	27-Nov-26
Sub Base & Base	4	30-Nov-26	03-Dec-26
Grade for Concrete Slabs	3	30-Nov-26	02-Dec-26
Canopy Accesories & Fixtures	12	30-Nov-26	15-Dec-26
Concrete Sidewalks	8	03-Dec-26	14-Dec-26
Concrete Driveway	8	15-Dec-26	24-Dec-26
Final Base	2	25-Dec-26	28-Dec-26
Asphalt Paving	3	29-Dec-26	31-Dec-26
Fencing *& Site Furnishings	6	01-Jan-27	08-Jan-27
Signage/Stripping/Detectable Mats	4	05-Jan-27	08-Jan-27
Lanscapes & Hardscapes	112	17-Aug-26	19-Jan-27
Stabilize Ponds	5	17-Aug-26	21-Aug-26
Irrigation Sleeves	5	30-Nov-26	04-Dec-26
Final Grading	2	01-Jan-27	04-Jan-27
Irrigation	5	05-Jan-27	11-Jan-27
Plantings	4	12-Jan-27	15-Jan-27
Sod	2	18-Jan-27	19-Jan-27
OWNER ACCEPTANCE	15	06-Jan-27	25-Feb-27
T&B & Commisioning/Training	10	06-Jan-27	19-Jan-27
Final Mechanical Inspection	2	20-Jan-27	21-Jan-27
Final Electrical Inspection	2	20-Jan-27	21-Jan-27
Final Plumbing Inspection	2	20-Jan-27	21-Jan-27
Final Site Inspection	1	20-Jan-27	20-Jan-27
Final R.O.W. Inspection	1	20-Jan-27	20-Jan-27
Final Life safety	1	22-Jan-27	22-Jan-27
Final Building Inspection	1	25-Jan-27	25-Jan-27
Substaintial Completion	5	26-Jan-27	01-Feb-27
Final Punch	20	26-Jan-27	22-Feb-27



Actual Work
Remaining Work
Critical Remaining Work
Milestone

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Wharton-Smith, Inc.
CONSTRUCTION GROUP

PASCO COUNTY FLORIDA

PASCO COUNTY
ZEPHYRHILLS TRANSFER STATION
GMP SCHEDULE DRAFT

Project ID: 25-159-01
Data Date: 17-Feb-26

Activity Name	Orig Dur	Start	Finish
Closeout	15	02-Feb-27	22-Feb-27
Final Completion	1	23-Feb-27	23-Feb-27

Month: 2 3 4 5 6 7 8 9 10 11 12 13 14 15



Actual Work
Remaining Work
Critical Remaining Work
Milestone

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Wharton-Smith, Inc.
CONSTRUCTION GROUP

EXHIBIT S

PASCO COUNTY, FLORIDA
APPLICATION FOR PAYMENT BY CONTRACTOR
SCHEDULE OF VALUES

Project: GOPASCO Multimodal Transfer Station - Zephyrhills
Project No.: 23065 Contract 7090
Bid No.: RFP-DS-23-076 Task Order: FM26-003
Contractor: Wharton-Smith, Inc.

Application No.: 04/11/2026
Application Date: 02/2/2026
Period From: 02/28/2026
To:

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	U	V	W	X
Item No.	Description of Work	CONTRACT SUM TO DATE												PREVIOUSLY COMPLETED		COMPLETED THIS INVOICE		COMPLETED TO DATE		Remaining Value	% Comp
		CONTRACT				AAR APPLICATIONS			CHANGE ORDER APPLICATIONS			Total Contract Quantity To Date	Total Value To Date								
		Bid Quantity	Unit Price	Unit	Original Bid Value	No.	Qty	Value	No.	Qty	Value			Units	Value	Units	Value	Units	Value		
1	PreConstruction				$ 35,673.00								$ 35,673.00		$0.00		$35,673.00		$35,673.00	$0.00	1
	Construction												$ -								
2	Genral Requirements				$ 209,327.00								$ 209,327.00		$0.00		$0.00		$0.00	$209,327.00	0%
3	Temporary Facilities				$ 11,136.00								$ 11,136.00		$0.00		$0.00		$0.00	$11,136.00	0%
4	Concrete & Masonry				$ 321,071.00								$ 321,071.00		$0.00		$0.00		$0.00	$321,071.00	0%
5	Structural Steel				$ 71,585.00								$ 71,585.00		$0.00		$0.00		$0.00	$71,585.00	0%
6	Cold Form Framing Roof Trusses				$ 42,696.00								$ 42,696.00		$0.00		$0.00		$0.00	$42,696.00	0%
7	Casework				$ 27,341.00								$ 27,341.00		$0.00		$0.00		$0.00	$27,341.00	0%
8	Metal Cladding				$ 82,194.00								$ 82,194.00		$0.00		$0.00		$0.00	$82,194.00	0%
9	Roofing				$ 45,007.00								$ 45,007.00		$0.00		$0.00		$0.00	$45,007.00	0%
10	Sealants				$ 2,575.00								$ 2,575.00		$0.00		$0.00		$0.00	$2,575.00	0%
11	Doors, Frames & Hardware				$ 18,914.00								$ 18,914.00		$0.00		$0.00		$0.00	$18,914.00	0%
12	Windows				$ 94,142.00								$ 94,142.00		$0.00		$0.00		$0.00	$94,142.00	0%
13	Drywall				$ 69,364.00								$ 69,364.00		$0.00		$0.00		$0.00	$69,364.00	0%
14	Stucco				$ 39,867.00								$ 39,867.00		$0.00		$0.00		$0.00	$39,867.00	0%
15	Acoustical Ceilings				$ 6,772.00								$ 6,772.00		$0.00		$0.00		$0.00	$6,772.00	0%
16	Flooring				$ 17,001.00								$ 17,001.00		$0.00		$0.00		$0.00	$17,001.00	0%
17	Painting				$ 6,939.00								$ 6,939.00		$0.00		$0.00		$0.00	$6,939.00	0%
PAGE 1 OF 2 TOTAL					$1,101,604.00			$ -			$ -		$ 1,101,604.00		$0.00		$35,673.00		$35,673.00	$1,065,931.00	

EXHIBIT S

PASCO COUNTY, FLORIDA
APPLICATION FOR PAYMENT BY CONTRACTOR
SCHEDULE OF VALUES

Project: GOPASCO Multimodal Transfer Station - Zephyrhills
Project No.: 23065 Contract 7090
Bid No.: RFP-DS-23-076 Task Order: FM26-003
Contractor: Wharton-Smith, Inc.

Application No.: 04/11/2026
Application Date: 02/2/2026
Period From: 02/28/2026
To:

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	U	V	W	X
Item No.	Description of Work	CONTRACT SUM TO DATE												PREVIOUSLY COMPLETED		COMPLETED THIS INVOICE		COMPLETED TO DATE		Remaining Value	% Comp
		CONTRACT				AAR APPLICATIONS			CHANGE ORDER APPLICATIONS			Total Contract Quantity To Date	Total Value To Date								
		Bid Quantity	Unit Price	Unit	Original Bid Value	No.	Qty	Value	No.	Qty	Value			Units	Value	Units	Value	Units	Value		
18	Specialties				$35,566.00								$35,566.00						$0.00	$35,566.00	0%
19	Identifying Devices				$98,998.00								$98,998.00						$0.00	$98,998.00	0%
20	Protective Covers				$384,519.00								$384,519.00						$0.00	$384,519.00	0%
21	Equipment				$2,060.00								$2,060.00						$0.00	$2,060.00	0%
23	Plumbing				$66,708.00								$66,708.00						$0.00	$66,708.00	0%
24	HVAC				$46,973.00								$46,973.00						$0.00	$46,973.00	0%
25	Electrical				$261,053.00								$261,053.00						$0.00	$261,053.00	0%
26	Site Earthwork, Utilities & Paving				$647,582.00								$647,582.00						$0.00	$647,582.00	0%
27	Landscape & Irrigation				$65,574.00								$65,574.00						$0.00	$65,574.00	0%
28	General Conditions				$685,970.00								$685,970.00						$0.00	$685,970.00	0%
29	Escalation Contigency				$53,499.00								$53,499.00						$0.00	$53,499.00	0%
30	Genral Liability Insurance				$42,337.00								$42,337.00						$0.00	$42,337.00	0%
31	Builder's Risk Insurance				$9,062.00								$9,062.00						$0.00	$9,062.00	0%
32	P&P Bond				$27,643.00								$27,643.00						$0.00	$27,643.00	0%
33	Construction Contingency				$104,804.00								$104,804.00						$0.00	$104,804.00	0%
34	Fee				$215,897.00								$215,897.00						$0.00	$215,897.00	0%
PAGE 2 of 2 TOTAL:					$2,748,245.00			$ -			$ -		$2,748,245.00		$0.00		$0.00		$0.00	$2,748,245.00	
CUMULATIVE TOTALS:					$3,849,849.00			$ -			$ -		$ 3,849,849.00		$0.00		$35,673.00		$35,673.00	$3,814,176.00	

CONTRACT PRICE TO DATE: $3,849,849.00

TOTAL EARNED: $ 35,673.00

EXHIBIT T - LIST OF ITEMIZED GENERAL CONDITIONS EXPENSES

GoPasco Multimodal Transfer Station
Zephyrhills
Guaranteed Maximum Price

Tab 5 – General Conditions

Wharton-Smith, Inc.
CONSTRUCTION GROUP

91-25-041

Wharton-Smith, Inc.
CONSTRUCTION GROUP

GoPasco Multimodal Transfer Station Zephyrhills
Pasco County

Construction Staffing

Months are represented by "1" for full-time, 40hrs/week roles; fractions of "1" are part-time, based on 40hrs/week

		Procurement		Construction														
		1	2	3	4	5	6	7	8	9	10	11	12					
	STAFF POSITION	Apr 26	May 26	Jun 26	Jul 26	Aug 26 Raise	Sep 26	Oct 26	Nov 26	Dec 26	Jan 27	Feb 27	Mar 27				**Total Mo.**	**Chk**
1	Area Manager	-	-	-	-	-	-	-	-	-	-	-	-			-	-	OK
2	Project Executive	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	-	-			-	**2.00 mo**	OK
3	Sr. Project Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	-			-	**10.50 mo**	OK
4	Project Manager	-	-	-	-	-	-	-	-	-	-	-	-			-	-	OK
5	Assistant Project Manager	-	-	-	-	-	-	-	-	-	-	-	-			-	-	OK
6	Area/General Superintendent	-	-	-	-	-	-	-	-	-	-	-	-			-	-	OK
7	Sr. Superintendent	-	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-	-			-	**8.00 mo**	OK
8	Superintendent	-	-	-	-	-	-	-	-	-	-	-	-			-	-	OK
9	Assistant Superintendent	-	-	-	-	-	-	-	-	-	-	-	-			-	-	OK
10	Project Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-			-	**11.00 mo**	OK
11	Field Engineer	-	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-	-			-	**8.00 mo**	OK
12	Administrative Supervisor	-	-	-	-	-	-	-	-	-	-	-	-			-	-	OK
13	Sr. Operations Coordinator	-	-	-	-	-	-	-	-	-	-	-	-			-	-	OK
14	Operations Coordinator	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	-			-	**5.50 mo**	OK
15	Project Accountant	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	-	-			-	**2.00 mo**	OK
16	Safety Engineer	-	-	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	-	-			-	**1.60 mo**	OK
17	Scheduler	-	-	0.20	0.20	0.20	-	-	-	-	-	-	-			-	**0.60 mo**	OK
18	BIM Department	-	-	-	-	-	-	-	-	-	-	-	-			-	-	OK
19	Quality Control	-	-	-	-	-	-	-	-	-	-	-	-			-	-	OK
20	Estimator (during construction)	-	-	-	-	-	-	-	-	-	-	-	-			-	-	OK
21	Clerical	-	-	-	-	-	-	-	-	-	-	-	-			-	-	OK
	TOTAL STAFF	**2.90**	**2.90**	**5.30**	**5.30**	**5.30**	**5.10**	**5.10**	**5.10**	**5.10**	**5.10**	**2.00**	**0.00**			**0.00**	**49.2 mo**	OK

FILENAME= 91-25-041
GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
GENERAL CONDITIONS

Wharton-Smith, Inc.
CONSTRUCTION GROUP

2/27/2026

LINE ITEM	CO		DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTALS	COMMENTS
2								
3			For Preconstruction staffing see Precon tab for separate worksheet.					
4								
5			**Project Management Team**					**$626,561**
6		1	Area Manager	0.00	mo		0	
7		3	Project Executive	2.00	mo	22,742.63	45,485	
8		4	Sr. Project Manager	10.50	mo	17,702.19	185,873	
9		5	Project Manager	0.00	mo		0	
10		6	Assistant Project Manager	0.00	mo		0	
11		7	Area/General Superintendent	0.00	mo		0	
12		8	Sr. Superintendent	8.00	mo	17,702.19	141,618	
13		9	Superintendent	0.00	mo		0	
14		10	Assistant Superintendent	0.00	mo		0	
15		11	Project Engineer	11.00	mo	8,916.10	98,077	
16		13	Field Engineer	8.00	mo	8,916.10	71,329	
17		14	Administrative Supervisor	0.00	mo		0	
18		15	Sr. Operations Coordinator	0.00	mo		0	
19		16	Operations Coordinator	5.50	mo	6,590.01	36,245	
20		17	Project Accountant	2.00	mo	9,564.35	19,129	
21		18	Safety Engineer	1.60	mo	12,193.77	19,510	
22		19	Scheduler	0.60	mo	15,492.24	9,295	
23		20	BIM Department	0.00	mo		0	
24		18	Quality Control	0.00	mo		0	
25		19	Estimator (during construction)	0.00	mo		0	
26		20	Clerical	0.00	mo		0	
27			Staffing Check	OK				Compares with 5. Manpower
28			Total Months of Staff	49.20	mo			
28			Raise Premium 2nd Year	1.00	sum	16,670.04	16,670	
29			Raise Premium 3rd Year	1.00	sum	0.00	0	
31			**Project Staffing Support Costs**					**$42,738**
32			Vehicles	21	mo	1,200.00	24,600	
33			Fuel	21	mo	500.00	10,250	
34			Phones	32	mo	125.00	3,938	
35			Computers for Staff	40	mo	100.00	3,950	
36			Travel expense		wk		0	
37			Lodging & meals		wk		0	
38								
39								
40			TOTAL GENERAL CONDITIONS				685,968	

Wharton-Smith, Inc.
CONSTRUCTION GROUP

91-25-041
GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
GENERAL REQUIREMENTS

321 dy
46 wk
9 mo

2/17/2026

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTALS	COMMENTS	
3							
4							
5	**Project Documentation**						**$39,953**
6	Project signs	1	ea	1,500.00	1,500		
7	Informational signage	1	ls	750.00	750		
8	Preconstruction audio-visual documentation		ls		0		
9	Photographs (Monthly - progress)	9	mo	200.00	1,800		
10	Photographs (Final project - professional)	1	ls	2,500.00	2,500		
11	Independent CPM scheduling services		mo		0		
12	Independent testing services		sf		0		
13	Design services (CADD)		ls		0		
14	Plan & specification reproduction cost	1	ls	2,000.00	2,000		
15	Surveyor services	5	days	1,600.00	8,000		
16	Ground Penetrating Radar - in an effort to prevent u/g utility strikes,		days		0		
17	extensive GPR surveys are required - $4,500 / acre				0		
18	BIM Services	1	ls	4,228.71	4,229		
19	IT Software (RedTeam, ConstructConnect, etc.)	1	ls	10,571.78	10,572		
20	SWPPP Maintenance - Initial Setup	1	sum	1,500.00	1,500		
21	SWPPP Maintenance	9	mos	500.00	4,500		
22	StructionSite / DroneDeploy	1	sum	1,902.92	1,903		
23	Publication / Legal Advertisement	1	ls	700.00	700		
24							
25	**Trailer Facilities**						**$64,140**
26	**Trailer rates vary by region - check for current rates in your area**						
27	Field office - W/S - rent (see comments for rates) state size	9	mo	2,000.00	18,000	12x56 single-wide	
28	Field office - set up & remove	2	ea	5,000.00	10,000		
29	Field office supplies	9	mo	300.00	2,700		
30	Production planning start-up kits	1	ea	1,640.00	1,640		
31	Field Office Cleaning	9	mo	300.00	2,700		
32	Mail & Courier costs	9	mo	250.00	2,250		
33	Data / Cable - install & remove temp system - W/S	1	ls	2,000.00	2,000		
34	Data / Cable - monthly charges - W/S	9	mo	300.00	2,700		
35	Field office furnishings & equipment - purchase	1	ls	2,500.00	2,500		
36	Field office furnishings - rental	0	mo		0		
37	Copier/Printer/Scanner for trailer - includes maintenance	9	mo	525.00	4,725		
38	Temporary sewage holding tanks	9	mo	550.00	4,950		
39	Tie into Sanitary line if available		ls		0		
40	Storage & tool trailers	9	mo	225.00	2,025		
41	Storage & tool trailers - set up & remove	2	ea	900.00	1,800		
42	Bottled water for the management personnel	9	mo	100.00	900		
43	Generators - 10,000 watts - to run trailers if power is not available	1	ea	3,500.00	3,500		
44	Generators - fuel (216 hr/mo x 2gal/hr)	500	gal	3.50	1,750		
45							
46	**Owner/Architects Office - check specification if required**						
47	Field office - Architect - rent		mo		0		
48	Office equipment for Architect		ls		0		
49	Data / Cable - install & remove temp system - Architect		ls		0		
50	Data / Cable - monthly charges - Architect		mo		0		
51	Janitorial - Architect's field office		wk		0		
52							
53	**Temporary Facilities for Construction**						**$24,270**
54	Water - install & remove temporary system		ls		0	see Directs	
55	Water - temporary meter installation if required		ls		0		
56	Water for construction	9	mo	150.00	1,350		
57	Electric - install/remove temp system		ls		0	see Directs	
58	Electric - temporary meter installation if required		ls		0		
59	Electric - monthly charges	9	mo	500.00	4,500		
60	Temporary lighting		mo		0		
61	Temporary toilets (1 / 40 tradesmen)	9	mo	1,880.00	16,920	(4) std toilets & (2) handwash station	
62	Temporary parking for tradesmen		sf		0		
63	Temporary roadway		sf		0		
64	Temporary roadway - maintain		mo		0		
65	Dust Control (water truck)	3	mo	500.00	1,500		
66							

91-25-041
GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
GENERAL REQUIREMENTS

321 dy
46 wk
9 mo

2/17/2026

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTALS	COMMENTS
67	**Construction Equipment & Tools**					**$4,500**
68	Small tools & supplies	9	mo	500.00	4,500	
69	Crane, forklift, air compressor, welding rental		mo		0	
70	Operators for Crane, forklift, air compressor, welding rental	0	hours		0	
71	Man & Material Hoist		mo		0	
72	Delivery, set up, foundation, take down, remove Hoist		ls		0	
73	Man & Material Hoist Operator	0	mo		0	
74	Elevator Operator		mo		0	
75	Trash Chute		mo		0	
76	Forklift		mo		0	
77	Forklift fuel		mo		0	
78	Forklift operator		mo		0	
79	Employee transportation (bus)		mo		0	
80	Site Vehicle - Pick Up/Gators - state if required		mo		0	
81	Fuel, oil & grease		mo		0	
82	Equipment maintenance		ls		0	
83	Temporary cooling equipment		mo		0	
84	Temporary heating equipment		mo		0	
85	Dust partitions		sf		0	
86	Temporary weather protection		sf		0	
87	Access roads around site - if required		sf		0	
88	Crane pads/paths		sf		0	
89						
90	**Safety & Security**					**$67,675**
89	Overhead Sentinel at site entry - warns operators of overhead power lines	1	sum	1,500.00	1,500	
92	Construction Fencing	1,000	ft	8.00	8,000	
93	Gates	2	ea	450.00	900	
94	Construction Fencing - windscreen if required by specification	1,000	ft	3.29	3,290	
95	Safety meetings	9	mo	300.00	2,700	
96	Safety devices & trench barricades		wk		0	
97	Security Guard		hours		0	
98	Preventative medicine		ls		0	
99	Safety award pay		ls		0	
100	Clean-up throughout duration of project	46	wk	650.00	29,900	
101	Clean-up at end of project - Final Cleaning	707	sf	5.00	3,535	
102	Dumpsters: (dumpsters only, cleanup labor calculated above)					Adjust dumpsters per month based on size of project
103	Dumpsters during sitework	1	pulls	550.00	550	1.0 per mo
104	Dumpsters during structure	2	pulls	550.00	1,100	2.0 per mo
105	Dumpsters during enclosure	9	pulls	550.00	4,950	3.0 per mo
106	Dumpsters during finishes	18	pulls	550.00	9,900	6.0 per mo
107	Dumpsters during punch out	2	pulls	550.00	1,100	2.0 per mo
108	Barricades	100	ft	10.00	1,000	
109	Temporary handrail/guardrail		ft		0	
110	Temporary roof opening protection		ea		0	
111	Temporary Ladders & Stairs		ea		0	
112	Stair towers - if required		mo		0	
113	Fire Extinguishers (1 / 3,000 sf)	6	ea	125.00	750	
114	Existing surfaces protection		sf		0	
115	AED	1	ea	2,500.00	2,500	
116						
117	**Project Start Up**					**$6,426**
118	Start up electric consumption charges	707	sf	0.32	226	
119	Additional labor for 24/7 start-up		ls		0	
120	As-built drawings	1	ls	1,200.00	1,200	
121	Operation & maintenance manuals		ls		0	
122	Final site survey	1	ea	5,000.00	5,000	
123						
124	TOTAL GENERAL REQUIREMENTS				$210,965	

EXHIBIT U - LIST OF SUBCONTRACTORS

GoPasco Multimodal Transfer Station
Zephyrhills
Guaranteed Maximum Price

Tab 4 – Direct Costs Backup

Wharton-Smith, Inc.
CONSTRUCTION GROUP

total

707

Wharton-Smith, Inc.
CONSTRUCTION GROUP

91-25-041

GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
DIRECT COST WORKSHEET

LINE	SPECIFICATIONS	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
2						
3						
4	017000	Temporary Facilities	Hillis-Carnes			
5			Ashley Claunch			
6			941.231.1961			
7			10812			
8						
9						
10	013213	Material Testing	incl			
11						
12						
13		Bond	324			
14		Adjustment from WSI estimate to subcontractor	11,136			
15			0.03			
16			Hillis-Carnes			
17						
18		Subtotal - Temporary Facilities	11,136			
19	030000	Concrete & Masonry				
20					*Foam Only	
21			All Around Concrete	Acclaim	Tailored Foam	
22			Luis Vasquez	Brent Jones	Gary Tollefson	
23			407.867.1201	727.848.3200	407.332.0333	
24						
25		Concrete				
26		Bldg		44,930		
27		SOG 4"	13,338	incl		
28		Termite Treatment	incl	incl		
29		Continuous Footings	8,948	incl		
30		Tie-beams	18,469	incl		
31		Tie-beam Expansion (offset storefront elevations)	n/a	3,786		
32		Dumpster				
33		Footings	18,416	incl		
34		SOG 4"	incl	incl		
35		Install Bollards (Supply by Metals)	2,000	incl		
36		Site Concrete		308,975		
37		Sidewalks	62,826	incl		
38		Concrete Paving	121,489	incl		
39		Monument Sign				
40		Spread Footings	6,661	incl		
41		Planters				
42		Continuous Footings	n/a	n/a		
43		*see Masonry for Planter Wall	n/a	n/a		
44		Allowance to Convert from CMU to CIP Concrete	n/a	n/a		
45		Canopies				
46		Spread Footings	10,587	incl		
47		Spread Footings - Post Delegated Design Allowance	10,400	10,400		
48		Survey	1,500	1,500		
49		MEPF Housekeeping Pads	2,000	2,000		
50		Masonry				
51		Bldg		36,860		
52		8" CMU Walls	32,740	incl		
53		Spray-foam Cell Insulation	2,345	2,345	2,277	
54		Site Masonry		21,280		
55		Planter Walls	incl	incl		
56		Monument Sign	incl	incl		
57		Dumpster				
58		Walls	incl	incl		

total

707

Wharton-Smith, Inc.
CONSTRUCTION GROUP

91-25-041

GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
DIRECT COST WORKSHEET

LINE	SPECIFICATIONS	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
59		Buy America	incl			
60						
61						
62		Bond	9,352	12,962	68	
63		Adjustment from WSI estimate to subcontractor	321,071	445,038	2,345	
64			0	0.03	0	
65			All Around Concrete	Acclaim	Tailored Foam	
66						
67		Subtotal - Concrete & Masonry	321,071			
68	050000	Structural Steel				
69						
70			Allstate Steel			
71			Danny Bradberry			
72			904.694.0650			
73			48000			
74		Structural Steel				
75		Angle Embeds / Sidelap Screws	incl			
76		Transaction Window Support Steel Allowance	20,000			
77		Steel Angle for Countertop Support	1,500			
78		Miscellaneous Metals				
79		Supply Bollards	incl			
80		Dumpster Gates	incl			
81		Buy America	incl			
82						
83						
84		Bond	2,085			
85		Adjustment from WSI estimate to subcontractor	71,585			
86			0.03			
87			Allstate Steel			
88						
89		Subtotal - Structural Steel	71,585			
90	054400	Cold Formed Framing Roof Trusses				
91						
92			Kenpat	Lamp Metal Trusses		
93			Ryan Snyder	Ron Ray		
94			813.341.3335	863.207.1823		
95						
96		CFS Roof Trusses	41,452	49,500		
97		Steel Roof Deck	incl	incl		
98		Buy America	incl	incl		
99						
100						
101						
102		Bond	1,244	1,485		
103		Adjustment from WSI estimate to subcontractor	42,696	50,985		
104			0.03	0.03		
105			Kenpat	Lamp Metal Trusses		
106						
107		Subtotal - Cold Formed Framing Roof Trusses	42,696			
108	062000	Casework				
109						
110			J2 Cabinetry	Kabinets by Kinsey		
111			Mike	Ted Uber		
112			352.629.1700	813.222.0460		
113			26,545	31,244		
114		Breakroom 101				
115		Base Cabinets	incl	incl		
116		Plastic Laminate	incl	incl		

total

707

Wharton-Smith, Inc.
CONSTRUCTION GROUP

91-25-041

GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
DIRECT COST WORKSHEET

LINE	SPECIFICATIONS	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
117		Upper Cabinets	incl	incl		
118		Plastic Laminate	incl	incl		
119		Countertops	incl	incl		
120		Solid Surface	incl	incl		
121		*Steel Angle for Countertops - see Steel				
122		Restroom 104				
123		Base Cabinets	incl	incl		
124		Plastic Laminate	incl	incl		
125		Upper Cabinets	incl	incl		
126		Plastic Laminate	incl	incl		
127		Countertops	incl	incl		
128		Solid Surface	incl	incl		
129		*Steel Angle for Countertops - see Steel				
130		Office 102				
131		Base Cabinets	incl	incl		
132		Plastic Laminate	incl	incl		
133		Upper Cabinets	incl	incl		
134		Plastic Laminate	incl	incl		
135		Countertops	incl	incl		
136		Solid Surface	incl	incl		
137		*Steel Angle for Countertops - see Steel				
138		Locks	n/a	n/a		
139						
140						
141		Bond	796	937		
142		Adjustment from WSI estimate to subcontractor	27,341	32,181		
143			0.03	0.03		
144			J2 Cabinetry	Kabinets by Kinsey		
145						
146		Subtotal - Casework	27,341			
147	074230	Metal Cladding				
148				**Alt Manuf**		
149			Cladding Systems	Consolidated Arch		
150			Chad McCollough	George Frey		
151			813.250.0786	727.786.0950		
152			72,800.0	45,795.0		
153		Soffits and Fascia	incl	incl		
154		Manuf	Alucobond	Mitsuibishi		
155		Monument Sign	5,000	5,000		
156		Delegated design documents	2,000	8,000		
157						
158						
159		Bond	2,394	1,764		
160		Adjustment from WSI estimate to subcontractor	82,194	60,559		
161			0.03	0.03		
162			Cladding Systems	Consolidated Arch		
163						
164		Subtotal - Metal Cladding	82,194			
165	075000	Roofing				
166			**Alt Manuf**			
167			Service Works	Ryman Construction		
168			Todd Arrant	Ryan Kramer		
169			813.626.7717	813.782.6094		
170			29,000.0	49,524.0		
171	075010	Membrane Roofing				
172		Berridge	MRS	incl		
173		(2) layers 2.2" ISO board over metal deck	incl	incl		
174		Plywood over ISO board	9,696	incl		

total

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Wharton-Smith, Inc.
CONSTRUCTION GROUP

91-25-041

GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
DIRECT COST WORKSHEET

LINE	SPECIFICATIONS	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
175		SS Downspouts	incl	incl		
176		SS Gutters	incl	incl		
177		Wood Blocking	5,000	5,000		
178						
179						
180		Bond	1,311	1,636		
181		Adjustment from WSI estimate to subcontractor	45,007	56,160		
182			0.03	0.03		
183			Service Works	Ryman Construction		
184						
185		Subtotal - Roofing	56,160			
186	079000	Sealants				
187						
188			WSI Estimate			
189						
190						
191						
192		Misc Sealants	2,500			
193						
194						
195						
196		Bond	75			
197		Adjustment from WSI estimate to subcontractor	2,575			
198			0.03			
199			WSI Estimate			
200						
201		Subtotal - Sealants	2,575			
202	081000	Doors, Frames & Hardware				
203				**Install Only**		
204			Pinnacle	Shelmar		
205			Shelby Lopez	Shelley Roth-Kocsis		
206			727.447.7300	813.892.3829		
207			16,715			
208		HM, Int. Single	incl			
209		HM, Ext. Single	incl			
210		Installation	1,648	1,600		
211						
212						
213		Bond	551	48		
214		Adjustment from WSI estimate to subcontractor	18,914	1,648		
215			0.03	0.03		
216			Pinnacle	Shelmar		
217						
218		Subtotal - Doors, Frames & Hardware	18,914			

total

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Wharton-Smith, Inc.
CONSTRUCTION GROUP

91-25-041

GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
DIRECT COST WORKSHEET

LINE	SPECIFICATIONS	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
219	085000	Windows				
220						
221			Countryside Glass			
222			Jennifer Barnett			
223			727.738.6000			
224			79,600			
225		Storefront	incl			
226		*Transaction window support steel allowance - see Steel				
227		Storefront Doors, Ext. Single	incl			
228		2yr Labor Warranty	2,300			
229		Air/Water Testing	9,500			
230						
231						
232		Bond	2,742			
233		Adjustment from WSI estimate to subcontractor	94,142			
234			0.03			
235			Countryside Glass			
236						
237		Subtotal - Windows	94,142			
238	092000	Drywall				
239						
240			Kenpat			
241			Ryan Snyder			
242			813.341.3335			
243			69,127			
244		Drywall				
245		Partitions 3-5/8" stud	incl			
246		Partitions 6" stud	incl			
247		Furred	incl			
248		Ceilings	incl			
249		Framing				
250		Soffits & Fascia Bulkheads	incl			
251		Addendum 01 Changes	(1,783)			
252						
253						
254		Bond	2,020			
255		Adjustment from WSI estimate to subcontractor	69,364			
256			0.03			
257			Kenpat			
258						
259		Subtotal - Drywall	69,364			
260	092100	Stucco				
261						
262			Kenpat			
263			Ryan Snyder			
264			813.341.3335			
265						
266		Stucco Bldg Walls	29,206			
267		Monument Sign	9,500			
268						
269						
270						
271		Bond	1,161			
272		Adjustment from WSI estimate to subcontractor	39,867			
273			0.03			
274			Kenpat			
275						
276		Subtotal - Stucco	39,867			

total

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Wharton-Smith, Inc.
CONSTRUCTION GROUP

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GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
DIRECT COST WORKSHEET

LINE	SPECIFICATIONS	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
277	095000	Acoustical Ceilings				
278						
279			Kenpat	Rutter		
280			Ryan Snyder	Les Longell		
281			813.341.3335	813.412.4611		
282			6,575	5,250		
283	095100	ACT	incl	incl		
284						
285						
286						
287		Bond	197	158		
288		Adjustment from WSI estimate to subcontractor	6,772	5,408		
289			0.03	0.03		
290			Kenpat	Rutter		
291						
292		Subtotal - Acoustical Ceilings	6,772			
293	096000	Flooring				
294						
295			Custom Floors	Spectra		
296			Brian Davis	Andy Evans		
297			407.620.4599	813.727.9832		
298			13,665	15,258		
299	093100	Ceramic Tile				
300		Floor Tile	incl	incl		
301		Wall Tile	incl	incl		
302		Window Sills				
303	096500	LVT	incl	incl		
304		Rubber Base	incl	incl		
305		*sealed concrete flooring - see Painting				
306		Walk Off Mat	225	incl		
307						
308		Self Leveling Floor Compound	808	808		
309		Slab Moisture Mitigation	808	808		
310		Moisture Test Probes	1,000	1,000		
311		Floor Protection	incl	330		
312						
313						
314		Bond	495	546		
315		Adjustment from WSI estimate to subcontractor	17,001	18,750		
316			0.03	0.03		
317			Custom Floors	Spectra		
318						
319		Subtotal - Flooring	17,001			

total

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Wharton-Smith, Inc.
CONSTRUCTION GROUP

91-25-041

GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
DIRECT COST WORKSHEET

LINE	SPECIFICATIONS	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
320	099000	Painting				
321						
322			C&C Painting	Sourini		
323			Jeison Burgos	Jeff Sourini		
324			656.200.8203	727.638.1050		
325			6,737	13,760		
326	099100	Int. Walls	incl	incl		
327		Gyp Ceilings	incl	incl		
328		Exposed Ceilings	incl	incl		
329		Stucco	incl	incl		
330		Sealed Concrete	incl	incl		
331						
332						
333		Bond	202	413		
334		Adjustment from WSI estimate to subcontractor	6,939	14,173		
335			0.03	0.03		
336			C&C Painting	Sourini		
337						
338		Subtotal - Painting	6,939			
339	102000	Specialties				
340						
341			Watkins	Maven Acc		
342			Mia Harris	Chance Thomas		
343			352.777.4105	706.491.7008		
344			21,830	6,762		
345	102500	Toilet Accessories	incl	incl		
346		Hand Dryer	incl	600		
347	103000	Interior Specialties				
348		Wall & Corner Guards	incl	incl		
349	104000	Exterior Specialties				
350		Flag Pole Allowance	10,000	10,000		
351	107000	Fire Extinguishers	incl	incl		
352						
353		Benches	incl	13,200		
354		Picnic Tables	2,700	6,000		
355		Bike Racks	incl	1,750		
356						
357						
358						
359		Bond	1,036	1,149		
360		Adjustment from WSI estimate to subcontractor	35,566	39,461		
361			0.03	0.03		
362			Watkins	Maven Acc		
363						
364		Subtotal - Specialties	35,566			

total

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Wharton-Smith, Inc.
CONSTRUCTION GROUP

91-25-041

GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
DIRECT COST WORKSHEET

LINE	SPECIFICATIONS	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
365	105000	Identifying Devices				
366						
367						
368			Elliot Brock			
369			239.340.9948			
370			84,725			
371	105100	Bldg Signage - Int.	10,890			
372		Room Signage	incl			
373		Bldg Signage - Ext.	incl			
374		Room Signage	incl			
375		Dedication Plaque	incl			
376		Monument Sign	incl			
377		Permitting Allowance	500			
378						
379						
380		Bond	2,883			
381		Adjustment from WSI estimate to subcontractor	98,998			
382			0.03			
383			GFL			
384						
385		Subtotal - Identifying Devices	98,998			
386	108000	Protective Covers				
387				**Alt Manuf**		
388			Duo-Gard	GFL		
389			Michael Lawton	Elliot Brock		
390			734.740.4285	239.340.9948		
391			372,819	331,986		
392	108320	Walkway Covers	incl	incl		
393		Permitting Allowance	500	500		
394						
395						
396		Bond	11,200	9,975		
397		Adjustment from WSI estimate to subcontractor	384,519	342,461		
398			0.03	0.03		
399			Duo-Gard	GFL		
400						
401		Subtotal - Protective Covers	384,519			
402	110000	Equipment				
403						
404			WSI Estimate			
405						
406						
407						
408		Appliances	2,000			
409		Fridge				
410		Microwave				
411						
412						
413		Bond	60			
414		Adjustment from WSI estimate to subcontractor	2,060			
415			0.03			
416			WSI Estimate			
417						
418		Subtotal - Equipment	2,060			

total

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Wharton-Smith, Inc.
CONSTRUCTION GROUP

91-25-041

GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
DIRECT COST WORKSHEET

LINE	SPECIFICATIONS	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
419	210000	Fire Sprinklers				
420						
421						
422						
423						
424						
425		Fire Protection System	n/a			
426						
427						
428		Bond				
429		Adjustment from WSI estimate to subcontractor				
430						
431						
432						
433		Subtotal - Fire Sprinklers	n/a			
434	220000	Plumbing				
435			**Combo w/HVAC**	**Combo w/HVAC**		
436			Feddon	Energy Air	Dupre Piping	
437			Dave Feddon	Jeff Steiner	James Jackson	
438			727.821.0537	813.750.1283	813.381.3060	
439			59,265	66,000	66,750	
440		Plumbing Systems	incl	incl	incl	
441		Temp tie-in to construction trailers	5,500	incl	5,500	
442		Buy American Allowance	incl	7,500	7,500	
443						
444						
445		Bond	1,943	2,205	2,393	
446		Adjustment from WSI estimate to subcontractor	66,708	75,705	82,143	
447			0.03	0.03	0.03	
448			Feddon	Energy Air	Dupre Piping	
449						
450		Subtotal - Plumbing	66,708			
451	230000	HVAC				
452			**Combo w/Plumb**	**Combo w/Plumb**		
453			Feddon	Energy Air		
454			Dave Feddon	Jeff Steiner		
455			727.821.0537	813.750.1283		
456			45,605	39,900		
457		HVAC System	incl	incl		
458		Testing & Balancing	incl	incl		
459		T-stat	incl	incl		
460		Buy American Allowance	incl	5,000		
461						
462						
463		Bond	1,368	1,347		
464		Adjustment from WSI estimate to subcontractor	46,973	46,247		
465			0.03	0.03		
466			Feddon	Energy Air		
467						
468		Subtotal - HVAC	46,973			

total

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Wharton-Smith, Inc.
CONSTRUCTION GROUP

91-25-041

GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
DIRECT COST WORKSHEET

LINE	SPECIFICATIONS	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
469	260000	Electrical				
470						Low Voltage Only
471			A&G Electric	Owen Electric	Harmonics	NetPlanner
472			NAME	Chris Branigan	NAME	Kayla Shelton
473			PHONE	407.714.4687	PHONE	813.692.6411
474			195,125	205,900		
475		Power	incl	incl		
476		Fire Rated Backboard	2,000	1,150		
477		Lighting	incl	incl		
478		Low Voltage	56,149	56,149		
479		Fire Alarm	n/a	n/a		
480		Data	incl	incl		11,904
481		Access Control	incl	incl		19,918
482		CCTV	incl	incl		22,692
483		Lightning Protection	incl	incl		
484		BDA Survey	7,000	6,250		
485		Temp tie-in to construction trailers	5,500	incl		
486		Site Lighting				
487		Duke Energy Supply Light Poles & Conduit	by Owner	by Owner		
488		Conductors for site poles	by Owner	by Owner		
489		Light pole installation	by Owner	by Owner		
490		Addendum 01 Changes	(12,325)			
491						
492						
493		Bond	7,603	8,083	-	1,635
494		Adjustment from WSI estimate to subcontractor	261,053	277,533	-	56,149
495			0.03	0.03	0.03	0.03
496			A&G Electric	Owen Electric	Harmonics	NetPlanner
497						Low Voltage Only
498		Subtotal - Electrical	261,053			
499	310000	Site Earthwork, Utilities & Paving				
500						
501			Cook Construction	Graber Excavating		
502			Michael Towner	Jason Manning		
503			813.719.1203	941.527.7119		
504			799,043	943,073		
505		Mobilization	incl	incl		
506		Survey & Asbuilts	incl	incl		
507		Soil Tracking Prevention Device	incl	incl		
508		Temp Traffic Control	2,500	incl		
509		Erosion Control	incl	incl		
510		Silt Fence	incl	incl		
511	310000	Earthwork	incl	incl		
512		Clear & Grub / Strip Site	incl	incl		
513		Cut & Fill	incl	incl		
514		Onsite cuts	incl	incl		
515		Haul cuts onsite	incl	incl		
516		Import	incl	incl		
517		Spread & compact	incl	incl		
518		Rough Grade	incl	incl		
519		Grade parking	incl	incl		
520		Grade pond banks	incl	incl		
521		Tree Removal	incl	incl		
522		Tree Protection Barriers	incl	incl		
523		Building Pad Prep	incl	incl		
524		Proof roll	incl	incl		
525		Grade	incl	incl		
526		Fine Grade	incl	incl		

total

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Wharton-Smith, Inc.
CONSTRUCTION GROUP

91-25-041

GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
DIRECT COST WORKSHEET

LINE	SPECIFICATIONS	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
527		Grade pond banks	incl	incl		
528		Grade for sod/landscaping	incl	incl		
529		Grade concrete areas	incl	incl		
530		Backfill & grade curb,s/w, bldg and pavement edges	incl	incl		
531		Sod Embankments (Ponds, Swales, Berms, etc.)	4,002	incl		
532	321216	Pavement	incl	incl		
533		Asphalt Paving	incl	incl		
534		12" subgrade	incl	incl		
535		8" crushed concrete base	incl	incl		
536		2" asphalt SP 9.5, 2 lifts	incl	incl		
537		*see Concrete for Concrete Paving	(178,725)	(280,744)		
538		Sidewalks	see Concrete	see Concrete		
539		Concrete Paving	see Concrete	see Concrete		
540		ADA Ramps	5,400	incl		
541		Curbing, Type D	incl	incl		
542		Signage	incl	incl		
543		Striping	incl	incl		
544		Wheelstops	incl	incl		
545	330000	Utilities	incl	incl		
546		Water / Fire Main	incl	incl		
547		WM 2"	incl	incl		
548		WM 6"	incl	incl		
549		WM 2" 22.5 Bend	incl	incl		
550		WM 2" 45 Bend	incl	incl		
551		WM 2" Gate Valve	incl	incl		
552		WM - Meter & BFP 1-1/2"	incl	incl		
553		WM 8"x6" Tapping Sleeve & Valve	incl	incl		
554		Remove & Replace Asphalt	incl	incl		
555		WM 6" Gate Valve & Cap	incl	incl		
556		WM 2"x1" Tee	incl	incl		
557		WM Hose Bib	incl	incl		
558		WM 1"	incl	incl		
559		WM 6"x2" Tee	incl	incl		
560		Sanitary	incl	incl		
561		SS 6"	incl	incl		
562		SS Cleanout	incl	incl		
563		SS - Connect to Existing 8"	incl	incl		
564		Storm	incl	incl		
565		MES 15"	incl	incl		
566		MES 18"	incl	incl		
567		Manhole	incl	incl		
568		Type C Inlet	incl	incl		
569		Yard Drain 18"	incl	incl		
570		HP 15"	incl	incl		
571		HP 18"	incl	incl		
572		HDPE 8"	incl	incl		
573		Addendum 01 Changes	(3,500)			
574						
575						
576		Bond	18,862	19,870		
577		Adjustment from WSI estimate to subcontractor	647,582	682,199		
578			0.03	0.03		
579			Cook Construction	Graber Excavating		
580						
581		Subtotal - Site Earthwork, Utilities & Paving	647,582			

total

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91-25-041

GoPasco Multimodal Transfer Station Zephyrhills
Pasco County
DIRECT COST WORKSHEET

LINE	SPECIFICATIONS	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4
582	323113	Fencing Allowance				
583						
584			WSI Estimate			
585						
586						
587						
588		Site Perimeter Fence Allowance (Not Shown)	n/a			
589		(2) Gates				
590						
591						
592		Bond	-			
593		Adjustment from WSI estimate to subcontractor	-			
594			0.03			
595			WSI Estimate			
596						
597		Subtotal - Fencing Allowance	-			
598	329300	Landscaping & Irrigation				
599						
600			Captial Maintenance	Central FL Landscaping		
601			Amber Stulley	Xuan Wallis		
602			352.544.0402	813.623.1771		
603			58,752	73,335		
604	329300	Landscaping	incl	incl		
605		90 Day Ground Maintenance	5,000	incl		
606		Imported Planting Soils	3,100	3,075		
607	328400	Irrigation	incl	incl		
608		Addendum 01 Changes	(3,188)			
609						
610						
611		Bond	1,910	2,292		
612		Adjustment from WSI estimate to subcontractor	65,574	78,702		
613			0.03	0.03		
614			Captial Maintenance	Central FL Landscaping		
615						
616		Subtotal - Landscaping & Irrigation	65,574			
617		**TOTAL DIRECT COST**				

Wharton-Smith, Inc.
CONSTRUCTION GROUP

May 21, 2026

To Whom It May Concern,

This letter is to confirm that the Corporate Resolution for Wharton-Smith, Inc., dated February 29, 2024, is the current and most up-to-date resolution on file identifying the authorized signatories of the company.

Thank you,

Timothy S Smith

President/ CEO

Wharton-Smith, Inc.
CONSTRUCTION GROUP

CORPORATE RESOLUTION

I, the undersigned Secretary of Wharton Smith, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that a meeting of the Board of Directors of said corporation, duly held on February 29, 2024, a quorum being present, the following resolution was adopted and entered upon the regular minute book of said corporation, is in accordance with the by-laws and is now in full force and effect to-wit:

The current list of qualifiers to act for the business organization in all matters connected with its contracting business has now been amended to read:

Ronald F. Davoli
Timothy S. Smith
Stephanie L. Pompeo
Patrick J. Hewitt
Kenneth E. Marcell III
Darin A. Crafton
Todd H. O'Donnell
Gregory L. Williams
Andre P. Boagni

I HEREBY certify that the foregoing is a true and exact copy of the resolution adopted by the Board of Directors of this Corporation and that such resolution has not been amended, modified, or revoked and is still in force and effect.

Signed and sealed this 29th day of February 2024.
(Seal of Corporation)

WHARTON-SMITH, INC. CORPORATE SEAL April, 1964 FLORIDA

Timothy S. Smith, President CEO

Ronald F. Davoli, Chairman

Stephanie L. Pompeo, Secretary

GUIGNARD
SURETY BONDS

April 28, 2026

Pasco County Board of County Commissioners
38053 Live Oak Ave.
Dade City, FL 33523

Re: Authority to Date Bonds and Powers of Attorney
Principal: **Wharton-Smith, Inc.**
Bond No.: **30273515**
Project: **Task Order No. FM26-003 for GOPASCO Multimodal Transfer Station - Zephyrhills**

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once dated, please send a copy of the ***dated*** bonds to our office.

Best regards,
Continental Casualty Company

April L. Lively
Attorney In Fact

EXHIBIT C - FORM OF PAYMENT BOND
PUBLIC PAYMENT BOND

BOND NO. 30273515

PAYMENT BOND

I. KNOW ALL PERSONS BY THESE PRESENTS: That Wharton-Smith, Inc., as Principal, whose address is 750 Monroe Road, Sanford, FL 32771, (407) 321-8410, and Continental Casualty Company, as Surety, whose address is 151 N. Franklin Street, Chicago, IL 60606, (312) 822-5000, are held and firmly bound unto the Board of County Commissioners, Pasco County, Florida*, as Obligee in the sum of $ 3,814,176.00, for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

* 38053 Live Oak Ave., Dade City, FL 33542, (813) 929-2771

II. WHEREAS, the Principal has entered into a contract (more specifically, a task order) with Obligee, dated the _____ day of _____, 20_____, **(This date will be filled in by Board Records on the date of task order award)** for Task Order No. FM26-003 for GOPASCO Multimodal Transfer Station - Zephyrhills, 5878 Fort King Road, Zephyrhills, FL 33541; in accordance with drawings and specifications, which task order is by reference made a part hereof, and is hereinafter referred to as the Task Order.

III. A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Task Order; and

2. Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Task Order in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Task Order and compliance or noncompliance with any formalities connected with the said Task Order or alterations which may be made in the terms of the said Task Order, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Task Order, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to section 255.05, Florida Statutes.

This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and Section 255.05(10), Florida Statutes.

(The remainder of this page is intentionally left blank)

BOND NO. 30273515

THIS PAYMENT BOND IS DATED THIS _____ day of _____, 20___. **(This date to be filled in by Board Records on the date of task order award).**

ATTEST:

BY: Stephanie Pompeo

Stephanie Pompeo
Printed Name

Corporate Secretary
Title

Witness Signature
Alex Keats
750 Monroe Road, Sanford, FL 32771
Printed Name of Witness

Witness Signature
Destinee Santana
750 Monroe Road, Sanford, FL 32771
Printed Name of Witness

PRINCIPAL: Wharton-Smith, Inc.

BY: _____

Timothy S. Smith
Printed Name

President/CEO
Title

WHARTON-SMITH, INC. CORPORATE SEAL April 2, 1984 FLORIDA

-OR-

ATTEST:

_____
Witness Signature

_____
Printed Name of Witness

_____
Witness Signature

_____
Printed Name of Witness

PRINCIPAL:

BY: _____(SEAL)
As Attorney at Fact (Attach Power)

_____
Printed Name

_____
Business Address

_____
Business Telephone

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} **ss**
COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me on May 20, 2026, by means of:

[✓] **physical presence,** or

[ ] **online notarization**

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY: President/CEO

[Name] Timothy S. Smith, who executed the foregoing instrument as [Title] of [Corporation or Company Name] Wharton-Smith, Inc., a:

[x] **corporation,** or

[ ] **limited liability company**

organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____

(3) FOR A PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____, a [State] _____ Partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact.

****

Said person is (check one below):

[x] **Personally known to me,** or

[ ] **Has produced _____ as identification.**

DOMINIQUE ARTHUR
MY COMMISSION # HH 456445
EXPIRES: February 19, 2028

[Notary Stamp or Seal]

Signature of person taking acknowledgment

Dominique Arthur

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

BOND NO. 30273515

ATTEST:

SURETY: Continental Casualty Company

Witness Signature

BY: _____ (SEAL)
Authorized Signature

Printed Name of Witness

Printed Name

Witness Signature

Business Address

Printed Name of Witness

-OR-

Witness Signature

BY _____ (SEAL)
As Attorney at Fact (Attach Power)
& Florida Licensed Resident Agent

Christine Morton, 1904 Boothe Circle, Longwood, FL 32750

Printed Name of Witness

April L. Lively

Printed Name

Witness Signature

A156766

License Number of Agent

Kelly Phelan, 1904 Boothe Circle, Longwood, FL 32750

Printed Name of Witness

COUNTERSIGNED (if applicable):

N/A

Signed

Guignard Company

Agency Name

N/A

Agent's License No.

1904 Boothe Circle, Longwood, FL 32750

Agency Mailing Address

(407) 834-0022

Agency Telephone No.

N/A

Agency Fax No.

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} **ss**
COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me on April 28, 2026, by means of:
[x] **physical presence,** or
[ ] **online notarization**

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name]_____, who executed the foregoing instrument as [Title]_ of [Corporation or Company Name]_____, a:
[ ] **corporation,** or
[ ] **limited liability company**
organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] April L. Lively, as attorney in fact.

****

Said person is (check one below):
[x] **Personally known to me**, or
[ ] **Has produced _____as identification.**

Signature of person taking acknowledgment

Allyson Foss Wing
Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

[Notary Stamp or Seal]

Notary Public State of Florida
Allyson Foss Wing
My Commission HH 752275
Expires 2/9/2030

EXHIBIT D - FORM OF PERFORMANCE BOND
PUBLIC CONSTRUCTION BOND

BOND NO. 30273515

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We Wharton-Smith, Inc., 750 Monroe Road, Sanford, FL 32771 (407) 321-8410, as Principal and Continental Casualty Company, 151 N. Franklin Street, Chicago, IL 60606 (312) 822-5000, a corporation, as Surety, are bound to Board of County Commissioners, Pasco County, Florida*, herein called Owner, in the sum of $ 3,814,176.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

* 38053 Live Oak Ave., Dade City, FL 33542, (813) 929-2771

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the task order dated _____, **(This date is to be filled in by Board Records on the date of task order award)** between Principal and Owner for construction of Task Order No. FM26-003 for GOPASCO Multimodal Transfer Station - Zephyrhills, 5878 Fort King Road, Zephyrhills, FL 33541, (hereinafter the "Task Order"), the Task Order being made a part of this bond by reference, at the times and in the manner prescribed in the Task Order; and

2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies used directly or indirectly by Principal in the prosecution of the work provided for in the task order; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Task Order; and

4. Performs the guarantee of all work and materials furnished under the Task Order for the time specified in the task order, then this bond is void; otherwise, it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Task Order documents (including extension of time, alternatives or additions to the terms of the Task Order or specifications referred to within), and compliance or noncompliance with any formalities connected with the Task Order or the changes does not affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Task Order or to work or to the specifications.

BOND NO. 30273515

THIS BOND IS DATED THIS _ day of _____, 20___. **(This date to be filled in by Board Records on the date of task order award).**

ATTEST:

Witness Signature

Alex Keats
750 Monroe Road, Sanford, FL 32771

Printed Name of Witness

Witness Signature

Destinee Santana
750 Monroe Road, Sanford, FL 32771

Printed Name of Witness

PRINCIPAL: Wharton-Smith, Inc.

BY: _____ (SEAL)
Authorized Signature

Timothy S. Smith
Printed Name

President/CEO
Title

WHARTON-SMITH, INC. CORPORATE SEAL April 2, 1984 FLORIDA

-OR-

ATTEST:

Witness Signature

Printed Name of Witness

Witness Signature

Printed Name of Witness

PRINCIPAL:

BY: _____ (SEAL)
As Attorney at Fact (Attach Power)

Printed Name

Business Address

Business Telephone No.

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} **ss**
COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me on May 21, 2026, by means of:
[X] **physical presence,** or
[ ] **online notarization**

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY: President/CEO
[Name] Timothy S. Smith, who executed the foregoing instrument as [Title] of [Corporation or Company Name] Wharton-Smith, Inc.
[X] **corporation,** or
[ ] **limited liability company**
organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name]_____, as attorney in fact.

****

Said person is (check one below):
[X] **Personally known to me**, or
[ ] **Has produced _____as identification.**

DOMINIQUE ARTHUR
MY COMMISSION # HH 456445
EXPIRES: February 19, 2028

[Notary Stamp or Seal]

Signature of person taking acknowledgment

Dominique Arthur

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

BOND NO. 30273515

ATTEST:

SURETY: Continental Casualty Company

Witness Signature

BY: _____ (SEAL)
Authorized Signature

Printed Name of Witness

Printed Name

Witness Signature

Business Address

Printed Name of Witness

Business Telephone Number

-OR-

Witness Signature

BY: _____ (SEAL)
As ~~Attorney~~ at Fact (Attach Power)
& FL Licensed Resident Agent

Christine Morton, 1904 Boothe Circle, Longwood, FL 32750

Printed Name of Witness

April L. Lively

Printed Name

Witness Signature

A156766

License Number of Agent

Kelly Phelan, 1904 Boothe Circle, Longwood, FL 32750

Printed Name of Witness

COUNTERSIGNED (if applicable):

N/A

Signed

Guignard Company

Agency Name

N/A

Agent's License No.

1904 Boothe Circle, Longwood, FL 32750

Agency Mailing Address

(407) 834-0022

Agency Telephone No.

N/A

Agency Fax No.

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} **ss**
COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me on April 28, 2026, by means of:
[x] **physical presence,** or
[ ] **online notarization**

[as applicable, complete one (1) of the four (4) choices below]:

(5) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name]_____, who executed the foregoing instrument as [Title]_ of [Corporation or Company Name]_____, a:
[ ] **corporation,** or
[ ] **limited liability company**
organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(6) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(7) FOR A PARTNERSHIP:
[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(8) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] April L. Lively, as attorney in fact.

****

Said person is (check one below):
[x] **Personally known to me,** or
[ ] **Has produced _____as identification.**

Signature of person taking acknowledgment

[Notary Stamp or Seal]

Notary Public State of Florida
Allyson Foss Wing
My Commission HH 752275
Expires 2/9/2030

Allyson Foss Wing
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Bryce R Guignard, M Gary Francis, April L Lively, Jennifer L Hindley, Margie L Morris, Christine A Morton, Allyson Foss Wing, Kelly Phelan, David R Turcios, Amanda Jo Herstine, Individually

of Longwood, FL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 18th day of February, 2026.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of February, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this day of ,

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

From: Frank J. Stancanelli
To: Kimberly Corson
Subject: RE: Project 23064 Task Order FM26-003
Date: Monday, May 4, 2026 11:18:15 AM
Attachments: image003.png
image006.png
image007.png

Good morning,

Regarding Payment and Construction Bonds #30273515 for Wharton-Smith Inc, the Bonds are approved.

A review of the insurer policies shows that the insurer ratings and standings meet the minimum insurance requirements.

Continental Casualty Co (IL), NAIC 20443, A rated, FSC XV, Licensed in FL

Thank you!

Frank Stancanelli
Risk Management Coordinator
Pasco County BOCC
P: (727) 516-1269
F: (727) 847-8992

7536 State St., Suite 111
New Port Richey, Florida 34654
Fstancanelli@pascocountyfl.net
www.pascocountyfl.net

"Serving Our Community to Create a Better Future"

From: Kimberly Corson <kcorson@pascocountyfl.net>
Sent: Monday, May 4, 2026 10:45 AM
To: Frank J. Stancanelli <fstancanelli@pascocountyfl.net>
Subject: Project 23064 Task Order FM26-003

Good morning, Frank,

Please review the attached bonds and Surety Letter for Project 23064, Task Order FM26-003 GMP Go Pasco Multimodal Transfer Station, Zephyrhills with Wharton-Smith. This should be going to the June 16th board meeting.

Thank you,

Kimberly Corson, FMP

Project Coordinator III
Facilities Management Land O Lakes
4111 Land O' Lakes Blvd. Suite 307
Land O' Lakes FL 34639
Office: 727-653-0322
Cell: 727-494-6617
kcorson@pascocountyfl.net |
Website: www.pascocountyfl.net

Survey:https://url.us.m.mimecastprotect.com/s/4DCkCW68r5fvkrq0SxhQToZwa3?domain=j5hxj3lx.r.us-east-1.awstrack.me

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan (CLW) 101 N Starcrest Dr Clearwater FL 33765	**CONTACT NAME:** Certificate Specialist **PHONE (A/C, No, Ext):** 727-447-6481 **FAX (A/C, No):** 727-449-1267 **E-MAIL ADDRESS:** FloridaCOI@marshmma.com
INSURED WHARTINC Wharton-Smith, Inc. 750 Monroe Road Sanford FL 32771	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Amerisure Insurance Company 19488 **INSURER B :** Amerisure Partners Insurance Company 11050 **INSURER C :** Berkley Assurance Company 39462 **INSURER D :** XL Specialty Insurance 37885 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1234360513 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	GL20361082101	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	CA20361072105	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CU21171470501	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC20361092005	7/1/2025	7/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C C D	Pollution Liab Professional Liab Builders Risk	Y		PCADB50308930426 PCADB50308930426 UM00024960MA26A	4/1/2026 4/1/2026 4/1/2026	7/1/2027 7/1/2027 7/1/2027	$15,000,000 $15,000,000 Cov Details Attached	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurers Affording Coverage Continued:

Insurer D - XL Specialty Insurance Company
Policy # UM00024961MA26A - Rented Equipment Coverage - $2,500,000
Blanket Loss Payee applies for Rented and Leased Equipment.
Rented and Leased Equipment deductible:
$10,000 standard deductible.
2% subject to a $10K minimum deductible applies to all rented cranes.
See Attached...

CERTIFICATE HOLDER

County Commissioners of Pasco County Florida
7536 State Street
Suite 221
New Port Richey FL 34654-5228

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd George

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AGENCY CUSTOMER ID: WHARTINC

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan (CLW)	NAMED INSURED Wharton-Smith, Inc. 750 Monroe Road Sanford FL 32771
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

3% subject to $25K minimum for wind/hail (items involved in the loss)

Certificate holder is additional insured as respects General Liability, Automobile Liability, Pollution Liability and Umbrella Liability policies only if required by written contract, and subject to the terms, conditions, and exclusions as specified in the policies.
Coverage is primary as respects to General Liability & Automobile Liability and non-contributory as subject to the terms, conditions, and exclusions of your policy.
Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability, Workers Compensation and Umbrella only if required by written contract, and subject to the terms, conditions, and exclusions as specified in the policy.

It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non-renew.

Umbrella Liability policy follows the forms/endorsements of the underlying General Liability, Automobile Liability and Workers Compensation policies.

RFP DS 23-076, Task Order No. FM26-003, Multimodal Transfer Station – Zephyrhills
LOCATION: 5878 Fort King Road, Zephyrhills, FL 33541
COMPLETE CERTIFICATE HOLDER(S) & ADDITIONAL INSURED(S): Pasco County Board of County Commissioners and any other party or entity as required by written contract, subject to the terms, conditions, and exclusions as specified in the policies.

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The ACORD name and logo are registered marks of ACORD

Builders Risk

Policy Term: 04/01/2026 to 07/01/2027
Insurer: XL Specialty Insurance Company
NAIC #37885 AM Best Rating: A+ (Superior), XV ($2 Billion or Greater)
Policy Number: UM00024960MA26A

COVERED PROPERTY AND PREMISES DESCRIPTION
New construction and remodeling of waste-water treatment plants; new construction and non-structural renovations of commercial buildings at various premises within the states of Georgia, Florida, North Carolina, South Carolina, Virginia, Mississippi, Alabama, Louisiana, Tennessee & Texas

COVERAGE SUMMARY	LIMITS OF INSURANCE
Covered Property at Premises Described Above – **Frame or Joisted Masonry Construction**	$2,500,000
Covered Property at Premises Described Above – **Non-combustible, Masonry Non-combustible, Semi-Fire Resistive, Fire Resistive construction (including waste-water treatment plants not on islands)**	$100,000,000
Covered Property at Premises Described Above – **On islands – Waste-Water Treatment Plant projects only**	$5,000,000
Soft Costs	$1,000,000

SUBLIMITS COVERAGE	LIMITS OF INSURANCE
Flood – Per Occurrence – Zone C or Unshaded X	$75,000,000
Flood – Per Occurrence – Zones B & Shaded X	$15,000,000
Flood – Per Occurrence – All Other Zones	$1,000,000
Flood – Per Occurrence – Islands (Wastewater Treatment Plants Projects Only)	$500,000
Flood Annual Aggregate	$75,000,000
Earth Movement and Volcanic Eruption Per Occurrence "Pacific Northwest Seismic Area", "High Hazard Seismic Zones"	$1,000,000
Earth Movement and Volcanic Eruption – Per Occurrence "New Madrid Seismic Area"	$10,000,000
Earth Movement and Volcanic Eruption – Per Occurrence – All Other	$50,000,000
Earth Movement and Volcanic Eruption – Annual Aggregate	$50,000,000
Windstorm or Hail – Premises Located on Islands	$2,500,000

Deductible or Waiting Period Coverage	Deductible
All Coverages Unless Otherwise Specified Below	$5,000 – Projects up to $15,000,000; $10,000 - Projects $15,000,001 to $50,000,000; $25,000 – Projects over $50,000,000
Named Storm – On Islands	12.5%, Subject to $500,000 minimum on projects up to $8,000,000 (contract amount) 10.0%, Subject to $500,000 minimum on projects over $8,000,000 (contract amount)
Named Storm – Water Treatment Plant Projects Only	3%, Subject to $25,000 minimum
Named Storm – Frame, Joisted, Masonry or Non-Combustible Construction	5%, Subject to $25,000 minimum
Named Storm – Masonry Non-Combustible, Semi Fire-Resistive or Fire-Resistive Construction	3%, Subject to $25,000 minimum
Flood – Zones C or Unshaded X	$25,000
Flood – Zone B or Shaded X	$50,000
Flood – All Other Zones and Water Treatment Projects on Islands	$500,000 *
Earth Movement and Volcanic Eruption – “Pacific Northwest Seismic Area”,” High Hazard Seismic Zones”	1% Subject to $50,000 Minimum
Earth Movement and Volcanic Eruption – “New Madrid Seismic Area”	1% Subject to $50,000 Minimum
Earth Movement and Volcanic Eruption – All Other	$25,000

* For “All Other Zones” the flood deductible will be restated so that if a project falls within two flood zones, the deductible for the highest flood zone will apply (example: if a project sits wholly or partially in a flood zone A, the deductible for projects in flood zone A will apply).

Highlighted Extensions and Conditions

COVERAGE TERMS

- **Maximum Limit of Insurance: $100,000,000**
- Valuation Clause: Replacement Cost
- Coinsurance: 0%
- Additional Coverages – Testing: “Electrical”, “Mechanical”, “Pneumatic” and “Hydrostatic”
- Equipment Breakdown Coverage
- Permission to Occupy Endorsement
- Loss of Use Coverage Endorsement
- Additional Coverage Limit for Valuable Papers - $250,000
- **Policy excludes wind coverage for all Projects EXCEPT water treatment plants within 3 Miles of any bay, gulf (including a sound), ocean, intracoastal waterway (including the Indian River) in “High Hazard Wind Zones” (see attachment of High Hazard Wind Zones)**

ADDITIONAL COVERAGE	LIMIT OF INSURANCE
Contract Penalty	$250,000
Debris Removal	$500,000 / 25%
Extra and Expediting Expenses	$50,000
Fire Department Service Charge	$25,000
Fire Protection Systems	$25,000
Increase in Construction Costs	$200,000 / 10%
Landscaping and Signs	$100,000
Limited Coverage for “Fungi”, Wet Rot and Dry Rot – Annual Aggregate	$25,000
Loss Adjustment Expenses	$5,000
Ordinance or Law – Demolition Cost and Increased Cost of Construction	$500,000
Pollutant Cleanup and Removal – Annual Aggregate	$25,000
Preservation of Property	Covered
Property in the Open	$25,000
Property that Supports your Business	$50,000
Reimbursement for Returning Stolen Property – Annual Aggregate	$10,000

Reward Coverage	$5,000
Site Preparation	Covered
Sewer and Drain Backup	Covered
Sinkhole Collapse	Covered
Temporary Premises	$1,000,000
Temporary Structures	$25,000
Testing	Covered
Transit	$1,000,000
Unintentional Errors and Omissions	$25,000
Virus, Harmful Code, or Similar Instruction	$10,000
Voluntary Parting	$25,000
Equipment Breakdown – Testing	Covered

HIGH HAZARD WIND ZONES

"High Hazard Wind Zones" means all "premises" in the specified counties within the following states:

a. Alabama:	Baldwin and Mobile.
b. Florida:	Bay, Brevard, Broward, Charlotte, Citrus, Collier, Dixie, Duval, Escambia, Flagler, Franklin, Gulf, Hernando, Hillsborough, Indian River, Jefferson, Lee, Levy, Manatee, Martin, Miami- Dade, Monroe, Nassau, Okaloosa, Palm Beach, Pasco, Pinellas, Saint Johns, Saint Lucie, Santa Rosa, Sarasota, Taylor, Volusia, Wakulla, and Walton.
c. Georgia:	Brantley, Bryan, Camden, Chatham, Glynn, Liberty, and McIntosh
d. Louisiana:	Parishes of: Acadia, Ascension, Assumption, Cameron, Calcasieu, East Baton Rouge, East Feliciana, Iberia, Iberville, Jefferson, Jefferson Davis, Lafayette, Lafourche, Livingston, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Charles, St. James, St. John the Baptist, Saint Helena, St. Martin, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion, Washington, West Baton Rouge, and West Feliciana.
e. Mississippi:	Hancock, Harrison, and Jackson.
f. North Carolina:	Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Currituck, Dare, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, and Washington.
g. South Carolina:	Beaufort, Charleston, Colleton, Georgetown, Horry, and Jasper.
h. Texas:	Aransas, Bee, Brazoria, Brooks Calhoun, Cameron, Chambers, Fort Bend, Galveston, Goliad, Hardin, Harris, Hidalgo, Jackson, Jasper, Jefferson, Jim Wells, Kenedy, Kleberg, Liberty, Live Oak, Matagorda, Newton, Nueces, Orange, Refugio, San Patricio, Victoria, Wharton, and Willacy.
i. Virginia:	Accomack, Charles City, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, New Kent, Northampton, Northumberland, Surry, and York, and the independent cities of Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Prince George, Suffolk, Sussex, Virginia Beach, and Williamsburg

Windstorm Coverage Exclusion

Policy excludes wind coverage for all projects **EXCEPT** water treatment plants within 3 miles of any bay, gulf (including a sound), ocean, intracoastal waterway (including the Indian River) in "High Hazard Wind Zones"

ENDORSEMENT

This endorsement, effective 12:01 a.m., April 01, 2026 forms a part of Policy No. UM00024960MA26A issued to Wharton-Smith, Inc. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Builder's Risk and Installation Coverage Solutions

Changes

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

☐	Named Insured	☐	Named Insured Mailing Address
☐	Policy Number	☐	Exposures
☐	Policy Period	☐	Insured legal status/business
☐	Limits	☒	Additional Interested Parties
☒	Coverage Forms and Endorsements	☐	Policy Premium
☐	Rates	☐	Deductibles
☐	Covered Property/Location Description	☐	Classification/Class Codes
☐	Underlying Insurance	☐	Broker of Record

Is (are) changed to read:

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUILDER'S RISK AND INSTALLATION COVERAGE SOLUTIONS

This policy covers for the account of the principal, all (construction managers), contractors, subcontractors of every tier and additional insured's provided the value of their work has been included in the contract value that is reported to us.

Naming an architect, engineer, consulting engineer, or construction manager as a named insured or additional insured shall not constitute a waiver of rights of recovery for any "loss" arising out of their products or performance of their professional services, if such "loss" or damage is caused by any error, omission, deficiency or act which they commit, or which is committed by their employees or which is committed by any other party for whose acts they are legally liable.

ADDITIONAL INSURED:

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1. Owner(s) of Covered Property;
2. Contractors;
3. Sub Contractors and Sub-Sub Contractors;
4. Mortgagee or Loss Payee;
5. Architects and Engineers

All other terms and conditions remain the same.

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May not be copied without permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

From: Frank J. Stancanelli
To: Linda Cagnoli
Subject: RE: Liability Insurance sufficiency validation -Wharton Smith - GOPASCO TRANSFER STATION - Fox Hollow - 23064
Date: Thursday, April 9, 2026 3:04:56 PM
Attachments: image003.png
image006.png
image007.png

Hello,

COI for Wharton-Smith Inc is approved.

Amerisure Insurance Company (MI), NAIC 19488, A rated, FSC XII, Licensed in FL

Amerisure Partners Ins Co (MI), NAIC 11050, A rated, FSC XII, Licensed in FL

Berkley Assurance Co (AZ & IA), NAIC 39462, A+ rated, FSC XV, Surplus Lines Writer in FL

XL Specialty Ins Co (CT & DE), NAIC 37885, A+ rated, FSC XV, Licensed in FL

Thank you.

Frank Stancanelli
Risk Management Coordinator
Pasco County BOCC
P: (727) 516-1269
F: (727) 847-8992

7536 State St., Suite 111
New Port Richey, Florida 34654
Fstancanelli@pascocountyfl.net
www.pascocountyfl.net

"Serving Our Community to Create a Better Future"

From: Linda Cagnoli <lcagnoli@pascocountyfl.net>
Sent: Wednesday, April 8, 2026 7:12 AM
To: Frank J. Stancanelli <fstancanelli@pascocountyfl.net>
Subject: Liability Insurance sufficiency validation -Wharton Smith - GOPASCO TRANSFER STATION - Fox Hollow - 23064

Good morning, Frank,

Attached please find documentation for RSQ-DS-23-076, Task Order FM26-007, GOPASCO MULTIMODAL TRANSFER STATION – FOX HOLLOW Project 23065 CMAR. Budget is 5-million dollars for construction.

A builder's risk policy has been obtained as required based upon the existing Flood zones identified on the existing parcel.

Could you please review and send a email to verify or deny to sufficiency of Wharton-Smith's Insurance Coverage for the aforementioned project.

Thank you in advance for your assistance,
How can we help?

Linda Cagnoli
Project Coordinator III
Facilities Management Land O Lakes
4111 Land O' Lakes Blvd. Suite 307
Land O' Lakes FL 34639
P: 813-929-2721 Ext. 2424
Internal: x 2424
Cell 727-207-7842
lcagnoli@pascocountyfl.net |Website:
www.pascocountyfl.net
Customer Satisfaction Survey
https://forms.office.com/g/SWPCrFsL8n?origin=lprLink

PULLED FOR DISCUSSION

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

THIS DOCUMENT HAS BEEN REVISED

COMMISSION DISTRICT: All **FILE NO.:** FAC24-0097 **DATE:** 3/12/2024

SUBJECT: Revised Award of Requests for Proposals No. RFP-DS-23-076 – Project Group A to Wharton-Smith Inc.; Project Group B to Ajax Building Company, LLC; and Project Group C to Creative Contractors Inc. – Construction Manager at Risk (CMAR) for Ongoing Projects – No Funding Required

REFERENCES: FAC24-0072

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Approve the revised Award of RFP-DS-23-076 for Construction Managers at Risk relating to ongoing projects to the following responsive and responsible contractors by designated Project Grouping: Project Group A to Wharton-Smith Inc. (Wharton-Smith); Project Group B to Ajax Building Company, LLC (Ajax); and Project Group C to Creative Contractors, Inc. (Creative). Authorize the Chairman to execute the six (6) originals of the Agreements provided (two originals per contractor award) and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On June 16, 2023, at the request of the Facilities Management Department (Facilities), the Purchasing Department solicited a Request for Proposals (RFP) for Construction Manager at Risk (CMAR) Services, which sought multiple contractors to provide preconstruction and/or construction services on several County facilities in the coming years. Projects included were Project Group A: Public Works, Fleet Nottingham Facility (Nottingham) and Villages of Pasadena Hills Park (VOPH); Project Group B: Fire Stations 19, 2, 4, 1, 5, and the Fire Rescue Training Center; Project Group C: Wesley Chapel Library, Hudson Library, Anclote River Park, Pasco Sheriff's Office Fleet, and County Fleet Central; and Project Group D: Utilities Administration, East and West, and Facilities Central.

After an Evaluation Committee evaluated the responses received from the responding firms and heard oral presentations from the shortlisted firms for each Project Group, the committee recommended award of Project Groups A, B, and D to Wharton-Smith, and Project Group C to Bandes Construction Company, Inc. (Bandes). The Evaluation Committee shortlisted the following contractors, by project Group:

Project Group A:

1. Wharton-Smith
2. Creative
3. Ajax

Project Group B:

1. Wharton-Smith
2. Ajax

Project Group C:

1. Bandes
2. Wharton-Smith
3. Creative
4. JE Dunn Construction

Project Group D:

1. Wharton-Smith
2. Ajax
3. Creative

On January 9, 2024, the Board of County Commissioners (BCC) reviewed the Evaluation Committee's shortlist recommendation, and an award was granted to Bandes for Project Group C (FAC24-0072). The BCC briefly discussed the quantity of work being recommended for approval to Wharton-Smith. Many BCC members expressed concerns about the recommendation to approve such a large quantity of work to one firm. The BCC directed the Evaluation Committee to reconvene and recommend an award of one Project Group to one shortlisted contractor for each Project Group, in an effort to reduce the potential for project slowdown or stoppage.

On January 18, 2024, the Evaluation Committee reconvened and discussed how to redistribute Project Groups A, B, and C for the remaining CMAR awards. The Evaluation Committee's revised award recommendations are:

1. Project Group A: Wharton-Smith
2. Project Group B: Ajax
3. Project Group D: Creative

The Facilities Management Department has completed discussions and negotiations with Wharton-Smith, Ajax, and Creative, and has determined these contractors are the best-qualified companies to provide Construction Manager at Risk Services for the designated Project Groups.

The Agreement provides for Task Orders to be initiated for each project, which will specify the types of services needed. The Construction Manager at Risk (CMAR) will function as the General Contractor responsible for supervision, bidding, trade contracts, all scheduling, and coordination of each Project, as well as the successful, timely and

economical completion of each Project. When included in the future Task Orders, if needed, preconstruction services will include preparing a cost estimate of the conceptual design as prepared by the County's design firm and ultimately developing a Guaranteed Maximum Price based on 100% Construction Documents.

The Facilities Management Department, with concurrence from the Purchasing Department, requests an award to Wharton-Smith, Ajax, and Creative for the designed Project Groups above, for a seven (7) year Master Agreement for Construction Manager at Risk Services.

FISCAL IMPACT/COST/REVENUE STATEMENT:
No Funding Required. Funding will be requested on a task-order basis.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original of each Agreement (One with Wharton-Smith; One with Ajax; and One with Creative)
2. Mail One Original to:

Wharton-Smith Inc.
4912 W. LaSalle Street
Tampa, FL 33607
Telephone (813) 288-0068
Federal ID No. 59-2392802

Attn: Bill Byrne, CEO
Ajax Building Company, LLC
1080 Commerce Blvd.
Midway, FL 32343
Telephone (813)-792-3900
Federal ID No. 59-0969709

Attn: Joshua Bomstein, President
Creative Contractors
101 Creative Way
Clearwater, FL 33759
Telephone Office: (727) 461-5522
Federal ID No. 59-1561132

ATTACHMENT(S):
1. FAC24-0097 Master Agreement & Exhibit A - Wharton Smith (Two Originals)
2. FAC24-0097 Wharton-Smith Signatory Authority
3. FAC24-0097 Master Agreement & Exhibit A - Ajax (Two Originals)
4. FAC24-0097 Master Agreement & Exhibit A - Creative (Two Originals)
5. FAC24-0097 Division of Corporations - Sunbiz - Wharton-Smith

6. FAC24-0097 Division of Corporations - Sunbiz - Ajax
7. FAC24-0097 Division of Corporations - Sunbiz - Creative
8. FAC24-0097 Memorandum FAC24-0072

cc: Carrie C. Roberts, Purchasing Director

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.**: FAC24-0097 **DATE**: 03/12/2024

SUBJECT: ITEM REVISION : Agenda Memo FAC24-0097 and Exhibit A, General Terms and Conditions Pages 38, 39, 40, and 41.

FROM: Andrew W. Baxter, Facilities Management Director

This memorandum is to formally advise that the following revisions have been made to this Agenda Document:

- In the Subject and Recommended Board Action, project group C was revised to project group D, also on the 2nd page of the memo Group C was revised to Group D.
- Page 38 of the Exhibit A in Civic Clerk is showing Track Changes, these Changes were applied to the original signed document, which caused a shift in pages 38, 39, 40, and 41.

Cc: Donalee Schmidt, Clerk Operations Supervisor
Shannon Egbert, Lead
Sonia Toulouse, Agenda Coordinator

REVISED

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

Revised Item C17

COMMISSION DISTRICT: ALL **FILE NO.**: FAC24-0097 **DATE**: 3/12/24

SUBJECT: Revised Award of Requests for Proposals No. RFP-DS-23-076 – Project Group A to Wharton-Smith Inc.; Project Group B to Ajax Building Company, LLC; and Project Group D to Creative Contractors Inc. – Construction Manager at Risk (CMAR) for Ongoing Projects – No Funding Required.

REFERENCE: FAC24-0072

THRU: Erik K. Breitenbach, Assistant County Administrator (Internal Services)

FROM: Andrew W. Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:
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2. Ajax

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2. Wharton-Smith

3. Creative
4. JE Dunn Construction

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3. Creative

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3. Project Group D: Creative

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The Agreement provides for Task Orders to be initiated for each project, which will specify the types of services needed. The Construction Manager at Risk (CMAR) will function as the General Contractor responsible for supervision, bidding, trade contracts, all scheduling, and coordination of each Project, as well as the successful, timely and economical completion of each Project. When included in the future Task Orders, if needed, preconstruction services will include preparing a cost estimate of the conceptual design as prepared by the County's design firm and ultimately developing a Guaranteed Maximum Price based on 100% Construction Documents.

The Facilities Management Department, with concurrence from the Purchasing Department, requests an award to Wharton-Smith, Ajax, and Creative for the designed Project Groups above, for a seven (7) year Master Agreement for Construction Manager at Risk Services.

FISCAL IMPACT/COST/REVENUE STATEMENT:
No Funding Required. Funding will be requested on a task-order basis.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original Agreement for each contractor ((1) Wharton-Smith; (1) Ajax; (1) Creative)
2. Mail One Original to:

Wharton-Smith Inc.
4912 W. LaSalle Street,
Tampa FL 33607
Telephone (813) 288-0068
Federal ID No. 59-2392802

Attn: Bill Byrne, CEO
Ajax Building Company, LLC
1080 Commerce Blvd.
Midway FL 32343
Telephone (813)-792-3900
Federal ID No. 59-0969709

Attn: Joshua Bomstein, President
Creative Contractors, Inc.
101 Creative Way
Clearwater, FL 33759
Telephone Office: (727) 461-5522
Federal ID No. 59-1561132

ATTACHMENTS:

1. FAC24-0097 Agreement RFP-DS 23-076 Wharton-Smith (Two Originals)
2. FAC24-0097 Wharton-Smith Authorized Signer Resolution
3. FAC24-0097 Agreement RFP-DS-23-076 Ajax (Two Originals)
4. FAC24-0097 Agreement RFP-DS-23-076 Creative (Two Originals)
5. FAC24-0097 Memorandum FAC24-0072
6. FAC24-0097 Division of Corporations – Sunbiz (Wharton-Smith)
7. FAC24-0097 Division of Corporations – Sunbiz (Ajax)
8. FAC24-0097 Division of Corporations – Sunbiz (Creative)

cc: Carrie C. Roberts, Purchasing Director

Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
   1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, Florida Statutes; or
   2) Is engaged in business operations in Cuba or Syria.

By signing this Task Order, the Construction Manager certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The Construction Manager agrees to notify the COUNTY if placement on any of the aforementioned lists occurs or if the Construction Manager is engaged in a boycott of Israel or has business operations in Cuba or Syria.

The COUNTY may terminate the Master Agreement and/or this Task Order if the Construction Manager's certification above is found to be false; it has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or it has been engaged in business operations in Cuba or Syria. In addition to possible termination of the Master Agreement and/or this Task Order based on the above grounds, the COUNTY will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

37. SUBCONTRACTS.

37.1 The Construction Manager shall review the design and shall determine how it desires to divide the sequence of construction activities. Construction Manager will determine the breakdown for award of subcontracts, based on the current Project Schedule, and shall supply a copy of that breakdown and composition to the COUNTY and Design Professional for their review and approval. Construction Manager shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

37.2 A subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Construction Manager. Construction Manager shall be solely responsible for and have control over the subcontractors. Construction Manager shall negotiate all Change Orders, Construction Change Directive, Field Orders and Request for Proposals, with all affected subcontractors and shall review the costs of those proposals and advise the COUNTY and Design Professional of their validity and reasonableness, acting in the COUNTY's best interest, prior to requesting approval of each Change Order from the COUNTY.

37.3 When Construction Manager submits its Guaranteed Maximum Price proposal to the

COUNTY, Construction Manager also shall submit to the COUNTY a list of the names, addresses, licensing information, and phone numbers of the subcontractors that Construction Manager intends to use for each portion of the Work, as well as identify in writing those portions of the Work it intends to perform with its own employees. The list identifying each subcontractor cannot be modified, changed, or amended without prior written approval from the COUNTY. Any and all work to be self-performed by Construction Manager must be approved in writing by the COUNTY in its sole discretion prior to commencement of such work. Construction Manager shall periodically update that subcontractor list, so that it remains current and accurate throughout the entire performance of the Work. Construction Manager shall not enter into a subcontract with any subcontractor, if The COUNTY reasonably objects to that subcontractor. Construction Manager shall not be required to contract with anyone it reasonably objects to. As part of the Project document file to be maintained by Construction Manager at the Project site, Construction Manager shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between Construction Manager and its subcontractors shall be in writing and are subject to COUNTY's approval.

Further, all subcontracts shall (1) require each subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound to COUNTY by the terms of the Task Order Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Manager to COUNTY at the election of COUNTY upon termination of Construction Manager, (3) provide that COUNTY will be an additional indemnified party of the subcontract, (4) provide that COUNTY will be an additional insured on all insurance policies required to be provided by the subcontractor except workman's' compensation, (5) assign all warranties directly to COUNTY, (6) identify the COUNTY as an intended third-party beneficiary of the subcontract, and (7) incorporate Exhibit E into all of its subcontracts (and require similar incorporation into all sub- subcontracts). Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Task Order Documents to which the subcontractor will be bound by this Paragraph 36.3 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Task Order Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

37.4 The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., drainage, grading, roadway, utilities, pavement markings, traffic signals, pressure grout and seawall) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The subcontractor shall include a resume of experience for each employee identified by it to supervise and schedule its work.

37.5 Unless otherwise expressly agreed to by the COUNTY in writing, all subcontracts shall provide:

37.5.1 LIMITATION OF REMEDIES - NO DAMAGES FOR DELAY. The rights and obligations of the subcontractors shall be the same as the rights and obligations of the Construction Manager under Section 11.4.

37.5.2 Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the COUNTY, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

38. SOLICITATION OF SUBCONTRACTORS.

38.1 Construction Manager agrees to act in good faith and fair dealing. Construction Manager covenants with COUNTY to utilize Construction Manager's best skill, efforts and judgment in furthering the interest of the COUNTY; to furnish efficient business administration and supervision; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of the COUNTY, and Task Order terms and conditions.

39. SECURING AGREEMENT.

The Construction Manager warrants that the Construction Manager has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, to solicit or secure this Task Order and that Construction Manager has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Manager, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Task Order. At the time this Task Order is executed, Construction Manager shall sign and deliver to the COUNTY the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit L.

The Construction Manager's compensation shall be adjusted to exclude any sums by which the COUNTY determines the compensation was increased due to inaccurate, incomplete, or non- current wage rates or other factual unit costs.

40. PUBLIC ENTITY CRIMES.

40.1 By its execution of this Task Order, Construction Manager acknowledges that it has been informed by the COUNTY and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods

or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

41. **EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION**

In performing all services to be provided hereunder, the Construction Manager shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Construction Manager shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. The Construction Manager shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non- Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

The County adheres to subsection 287.134(2)(a), Florida Statutes, and will not transact business with entities or affiliates placed on the discriminatory vendor list maintained by the Florida Department of Management Services. By accepting this Task Order, Construction Manager certifies that is not on the discriminatory vendor list. Violation of this provision by Construction Manager is grounds for termination of this Task Order by the County. The Construction Manager agrees to include this provision in all contracts issued as a result of this Task Order.

END OF GENERAL TERMS AND CONDITIONS

PASCO COUNTY MASTER AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES

THIS **MASTER AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES** (hereinafter referred to as "Agreement") is by and between Pasco County, Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "County"), and Wharton-Smith, Inc. a Florida for-profit corporation licensed in the State of Florida, whose address is 4912 W. LaSalle Street, Tampa, FL 33607 (hereinafter referred to as "Construction Manager").

RECITALS:

WHEREAS, the County issued a Request for Proposals (**RFP-DS-23-076**), together with any addenda ("RFP") for multiple **CONSTRUCTION MANAGER AT RISK FOR ONGOING PROJECTS,** to secure experienced contractors to provide preconstruction and construction services for the construction, expansion, and/or renovation of numerous public facilities delineated through Groups A, B, C, and D in the RFP; and

WHEREAS, the Construction Manager submitted a response to the RFP which was deemed by the County as responsive and responsible; and

WHEREAS, the Construction Manager desires to render certain management and construction services as defined in the Agreement and as more fully described in specific Task Orders that will be separately executed under this Agreement, specifically for the construction, expansion, and/or renovation of the projects included in Group A (to include, but not be limited to: Public Works/Fleet Nottingham Facility and Villages of Pasadena Hills (VOPH) Park), and the Construction Manager hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the selection and engagement of the Construction Manager has been made by the County based on the Construction Manager's response to the RFP and the County's competitive solicitation process; and

WHEREAS, the Construction Manager hereby certifies that it has been granted and possesses a valid, current license to do business in the State of Florida and in Pasco County, Florida, issued by those state boards and/or governmental agencies responsible for regulating and licensing the services to be provided and performed by the Construction Manager pursuant to this Agreement; and

WHEREAS, the Construction Manager has been informed of and has reviewed the services required to be performed pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with the provisions, conditions, and terms hereinafter set forth in this Agreement and any executed Task Orders and Change Orders; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties, as indicated by their respective execution of this Agreement,

agree that a Contract shall exist between the County and the Construction Manager specifically consisting of:

SECTION 1 – DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, interpretation, and meaning of such terms as they appear throughout this Agreement.

1.1 – COUNTY

The term County shall refer to the Board of County Commissioners of Pasco County, a political subdivision of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the County's behalf relative to this Agreement.

1.2 - COUNTY ADMINISTRATOR

The term County Administrator shall refer to the County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them as set forth in this Agreement and pursuant to the Purchasing Ordinance of Pasco County, Florida.

1.3 – CONSTRUCTION MANAGER

The term Construction Manager shall refer to the individual, company, or firm that will offer the Construction Manager Services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the work, materials, and/or services including work and materials required under the covenants, terms, and provisions contained in this Agreement and any and all Modifications, Task Orders, or Change Orders issued pursuant thereto.

1.4 – CONSTRUCTION MANAGER SERVICES

The term Construction Manager Services or Services shall refer to all the work, materials, and services, and all related construction, professional, technical, and administrative activities which are necessary to be provided and performed by the Construction Manager, its employees, and any subcontractors that the Construction Manager may engage to provide, perform, and complete the services required pursuant to the provisions of this Agreement, any Task Order, any Change Order, and as authorized under applicable law.

The Construction Manager at Risk (CMAR) Services outlined below describes the general work and responsibilities the Construction Manager will be expected to perform under this Agreement. The preconstruction and construction services will be ongoing and requested on a

task-order basis, to implement the following projects, to which the County reserves the right to add or subtract from, in the County's sole discretion:

- **Group A**
  - Public Works/Fleet Nottingham Facility
    - Currently under design with an estimated completion of design in 2024.
    - This project will house numerous different departments in an 80,000 square-feet facility. It will also house a Fleet facility on the property.
    - There is extensive site work that is also required.
    - The estimated budget for this project is $60 million.
  - Villages of Pasadena Hills (VOPH) Park
    - The Villages of Pasadena Hills (VOPH) Park is a large district park that will encompass sports fields and a gymnasium.
    - The estimated budget for this park is $30 million.
    - This park will be designed in 2024.
    - There may be some pre-construction services requested for this project.

Group A				
Project	Budget (millions)	Funded	Est. Start	Designed
Nottingham	60	Yes	1st qtr. 2024	In progress (Mason Blau)
VOPH	30	Yes	1st qtr. 2025	No
Estimated Total	**90**			

Construction Manager work will be assigned on a task-order basis (a "Project"), the timing of which will be in the County's sole discretion.

Preliminary Project Budget

- No minimum value or budget is guaranteed. The Leadership Team, design professional team for each Project, and the Construction Manager will refine the scope of each Project during the initial design stage, as applicable on a project basis.

Preliminary Project Schedule

- The County intends to execute and construct the projects included in the above Group A, and any others that may be added, over approximately the next seven years.
- Some projects are already designed (as noted above) and will only need Construction Manager construction services. Others will require Construction Manager pre-construction and construction services. The individual Task Order for each Project will specify the types of services involved.

REQUIRED CMAR SCOPE OF WORK FOR EACH PROJECT

The following summary is intended to provide a general understanding of the County's expectations of the services to be provided and is not intended to be all inclusive. The task order executed for each Project will specify the required details.

The Construction Manager will function as the General Contractor responsible for supervising bidding trade contracts, all scheduling, coordination of each Project, and the successful, timely, and economical completion of each Project.

The selected Construction Manager will provide pre-construction services and construction services, as applicable based on the stage of the Project, pursuant to an acceptable and contractually guaranteed maximum price.

1. PRECONSTRUCTION SERVICES AND ACTIVITIES (if applicable)

The Preconstruction Services of the Construction Manager will begin with preparing a cost estimate of the conceptual design prepared by the County's design firm ("design professional"). The Construction Manager is expected to actively participate in all design meetings, tours of comparable buildings, constructability reviews, periodically provide cost estimates during the design process, and ultimately develop a Guaranteed Maximum Price (GMP) based on 100% Construction Documents or as otherwise agreed to by the parties.

More specifically, the Construction Manager will provide the following preconstruction services and tasks:

1.1 Cost Management

1.1.1 Assist the County and design professional to keep the Project within the fixed Project budget.

1.1.2 Provide recommendations to the design professional and County regarding materials, building components and systems, and evaluate building systems, components, and materials for long-term performance, life-cycle cost analysis, and economy.

1.1.3 Provide cost control resources for the Project Team during the Schematic Design, Design Development, and Construction Documents phases of design, which includes reviewing and monitoring the development and preparation of documents to maintain the project cost within the Project budget.

1.1.3.1 Construction Manager to notify the design professional and County of potential cost issues during the development of the drawings and specifications that may have an impact on the cost of the work.

1.1.3.2 Work collaboratively with the County and design professional to develop alternatives to keep the Project estimates within the fixed budget.

1.1.4 Construction Manager to provide formal review and comments, and cost estimates at 30%, 60%, and 100% Design Development documents, including evaluating costs of alternatives.

1.1.5 Construction Manager shall provide formal review and comments, and cost estimates at 45% and at 90% Construction Documents.

1.1.5.1 Provide a GMP at 100% completion of the Construction Documents, or sooner as mutually agreed upon by the County and the Leadership Team. GMP to include pricing of alternates as defined by the design professional.

1.1.6 Construction Manager should anticipate multiple bid packages from the design professional. Construction Manager to develop a strategy for issuing bid packages that facilitate the completion of those packages. The purpose of using this bidding package strategy is to gain the most advantageous issuing of documents, to minimize construction duration while allowing the bid packages to be completed efficiently. Conceptual schedules may suggest that two bid packages may be required: 1) Master storm water system, 2) building expansion/renovation.

1.2 Construction Planning and Scheduling

1.2.1 Construction Manager to work with the County and design professional to develop a work plan for design activities in support of the schedule and budget for the Project.

1.2.2 During the Schematic Design phase, the Construction Manager will further develop the project master schedule, including integration of the design professional's design efforts, key County activities, preconstruction activities, procurement, construction activities, and work performed by other parties.

1.2.3 Ongoing: the Construction Manager will evaluate all systems, components, and materials for constructability, economy, long-term performance for use intended and schedule impacts, and provide recommendations for preferred options consistent with cost and schedule goals.

1.2.4 In addition, the Construction Manager will identify long lead items requiring early bid packages and recommend issue dates for same to meet required completion date.

1.3 Other

1.3.1 Assist the County in working with various governing authorities as requested.

1.3.2 Work with Project Team to develop a project communication system that is effective for the participants and meets the schedule requirements of the Project.

1.3.3 Work cooperatively with the Project Team to develop and implement a work plan for meeting the project's energy efficiency goals.

1.3.4 The County may request that the Construction Manager perform Ancillary Technical Services such as geotechnical, soil investigation, material and acceptance testing, subsurface investigation services, land surveying, and/or

other testing the County determines is required for the Project.

2. CONSTRUCTION PHASE SERVICES AND ACTIVITIES

2.1. Project Management Team

2.1.1. Construction Manager to provide competent, experienced, full-time, dedicated staff, including an experienced construction field superintendent and project management team to coordinate the work, maintain the progress of the subcontractors, coordinate with ongoing activities and operations, and provide overall direction to the project during the construction phase. Establish on-site organization and levels of authority to carry out the overall plans of the Project construction team.

2.1.2. Demonstrate high levels of effective, proactive project leadership.

2.1.3. Work cooperatively and constructively with members of the Project Team to foster positive relationships that support positive outcomes for the team members and the project.

2.1.4. Construction Manager will be contractually obligated to not reassign key staff members to other projects without the County's prior written consent. County will have approval rights of all new personnel assigned to the Project.

2.2 Cost Management

2.2.1 Implement effective cost management control and tracking procedures to provide the County with the opportunity to make such decisions as required to keep the Project cost within the fixed budget.

2.2.2 Implement and maintain cost control methods with "open book" sharing of cost information.

2.2.3 Construction Manager to inform the County of pending cost issues within five (5) business days of identifying potential issues.

2.2.4 Implement and maintain a current log of pending cost issues impacting the final cost of the Project and review no less than monthly with the County.

2.2.5 Provide drawdown and cash flow projections for the Project during construction and update as necessary.

2.2.6 Work with the County and design professional to develop and implement a change management process for the Project.

2.3 Procurement

2.3.1 Construction Manager to manage bidding process, evaluate proposals, and interview key subcontractors (along with the design professional and County). Project Team to utilize, by mutual agreement, any of the following methods for awarding contracts to subcontractors for portions of the work: competitive bid, best value, and negotiated terms.

2.3.1.1 For those subcontracts to be awarded on a competitive bid or best value basis, Construction Manager to obtain a minimum of three (3) competitive bids for each sub-trade category unless otherwise authorized

by the County, and shall interview at a minimum two (2) bidders with the Project Team. Construction Manager to provide a written award recommendation to the County.

2.3.2 If the Construction Manager desires to self-perform portions of the work in lieu of bidding to subcontractors, up to 25% of the Project, the Construction Manager must follow the competitive bid requirements with respect to those portions of the work. Following the County's approval of recommendation, Construction Manager to award and administer all subcontracts and material purchases. The Construction Manager will also utilize and administer a direct purchase program to maximize project funds.

2.4 Coordination Meetings

2.4.1 Conduct bi-weekly job site meetings that include appropriate subcontractors, County representatives, and design professional representative, to review open issues, schedule work, and resolve pending or upcoming issues. Construction Manager to prepare a written agenda in advance of each meeting and distribute to all attendees via e-mail at least 24 hours in advance of a job-site meeting. Construction Manager to maintain a list of action items with identification of responsible party and due dates for each item. Construction Manager to distribute written meeting minutes and action item lists within 48 hours of each meeting.

2.5 Schedule Management

2.5.1 Construction Manager to prepare and manage a logic-based Project schedule indicating key milestone events, dates, and responsibilities. Project Schedule to include design efforts, preconstruction activities, procurement of goods, and construction activities. Construction Manager to provide regular monitoring of the actual progress versus the scheduled progress, identify any variances and prepare a written action plan along with an updated schedule to maintain the scheduled completion dates.

2.5.2 Construction Manager to determine the adequacy of the subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule. Report status no less than weekly in regular weekly coordination meetings.

2.5.3 Construction Manager to prepare a short-term (3 to 4 week look-ahead) schedule on a weekly basis and provide to the County and Project Team.

2.5.4 Coordinate County-purchased and/or third party provided furniture, fixtures, and equipment with construction of the Project.

2.6 Quality Management

2.6.1 Construction Manager to complete a quality/coordination/constructability review of each bid package prior to issuing bid documents to subcontractors.

2.6.2 Complete construction of the work in strict accordance with the quality requirements established by the contract documents.

2.6.3 Implement and staff a comprehensive Quality Assurance/Quality Control (QA/QC) program.

2.6.4 If required, threshold inspector will be secured and paid for by the County. Construction Manager to cooperate and coordinate with inspection service agencies. Construction Manager will be responsible for the cost of excessive additional testing due to failed tests.

2.6.5 Develop an initial Construction Manager punch list to subcontractors prior to formal punch list issued by the design professional. Construction Manager to ensure completion of Construction Manager's initial punch list prior to the design professional's punch list walk through.

2.6.6 Work cooperatively with the Project Team to develop and implement an effective commissioning plan.

2.7 Safety

2.7.1 Implement a formal project safety plan for each Project and provide to the County.

2.8 Project Closeout

2.8.1 Timely submission of operation/maintenance manuals completed punch lists, coordination of training, submission of as-built field documents, Building Information Modeling, and financial close-out of project. Construction Manager to actively support and participate in commissioning activities.

2.9 Other

2.9.1 Assist the County in working with various governing authorities as requested.

2.9.2 Work with Project Team to develop a project communication system that is effective for the participants and meets the schedule requirements of the Project.

2.9.3 Work cooperatively with the Project Team to develop and implement a work plan for meeting the project's energy efficiency goals.

1.5 – SUBCONTRACTOR

In addition to the specific tasks of a subcontractor provided in an executed Task Order, the term Subcontractor shall refer to any individual, company, or firm offering Construction Manager Services that is engaged by the Construction Manager to assist the Construction Manager in providing and performing the Construction Manager Services for which the Construction Manager is contractually obligated, responsible, and liable to provide and perform pursuant to the provisions of this Agreement.

The County shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement or contract entered into between the Construction Manager and any Subcontractor.

1.6 – ADDITIONAL SERVICES

The term Additional Services shall refer to such Construction Manager Services the County may request or authorize the Construction Manager to provide or perform relative to this Agreement which are not included in the Agreement or any executed Task Order. Additional Services shall be authorized by the execution of both parties to this Agreement of a Modification, a new Task Order, or a Change Order. Additional Services shall constitute a continuation of the Construction Manager Services under this Agreement or an executed Task Order, and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement.

1.7 – MODIFICATION

The term Modification shall refer to a written document executed by both the County and the Construction Manager setting forth and authorizing Construction Manager Services or tasks which were not set forth in and are supplemental to this Agreement.

The amount of the change in contract compensation and time set forth in any Modification(s) executed and issued under this Agreement shall be understood and agreed by both the County and the Construction Manager to be fair, equitable, and adequate, and to represent the total of all costs associated with said Modification.

1.8 – TASK ORDER

In addition to the provisions of Section 6 below, the term Task Order shall refer to a written document executed by both parties to this Agreement, for which an individual Notice to Proceed may be issued that delineates a fixed number of days for completion of the specified Construction Manager Services, tasks, or Project scope of work set forth in the Task Order.

Through a properly executed Task Order and Notice to Proceed, the County provides authorization and notification to the Construction Manager to proceed to provide or perform certain Construction Manager Services, tasks, or Project work pursuant to the scope of Construction Manager's Services set forth in the Task Order and this Agreement. In the event that federal or state funding is ascertained, such additional state or federal provisions may be included in a Task Order as necessary. The form of a Task Order to be issued and executed under this Agreement is attached hereto as Exhibit "A".

All terms in this Agreement shall be incorporated by reference in each executed Task Order, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of the Task Order will control over the conflicting provisions of this Agreement. Each fully executed Task Order shall become a supplement to and a part of this Agreement.

1.9 – CHANGE ORDER

The term Change Order shall refer to a written document executed by both the County and the Construction Manager setting forth and authorizing changes to the agreed-upon scope of Construction Manager Services, compensation, method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the Task Order(s), or previous Change Order(s) issued thereto. The Change Order document shall set forth authorized changes to the scope of Construction Manager Services, tasks, work, or materials to be performed or provided by the Construction Manager as well as the compensation and method of payment, the schedule or time period for performance and completion, and the guidelines, criteria, and requirements pertaining thereto. Any changed compensation to the Construction Manager as a result of the Change Order shall be understood and agreed to be the total of all costs associated with said Change Order.

The time of performance for rendering Construction Manager Services pursuant to any Change Order shall commence to run from the date specified in the Notice to Proceed issued for said Change Order. The County specifically reserves the right to establish milestones for completion of the work required under the Change Order and/or to tie deliverables to any payment provided for under that Change Order.

All terms in this Agreement and the executed Task Order shall be incorporated by reference in each executed Change Order, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of the executed Task Order will control over the conflicting provisions of any Change Order. Each fully executed Change Order shall become a supplement to and a part of this Agreement.

1.10 – COUNTY PROJECT MANAGER

The term County Project Manager shall refer to that person employed by the County designated to serve and act on the County's behalf to provide direct contact and communication between the County and the Construction Manager throughout the effective period of this Agreement and, at the County's direction, for the duration of a particular Task Order and/or Change Order. The County Project Manager shall review and make appropriate recommendations on requests submitted by the Construction Manager for payment for services and work provided and performed pursuant to this Agreement and any Task Order(s) or Change Order(s) issued thereof.

1.11 – NOTICE TO PROCEED

The term Notice to Proceed shall refer to a written document, executed by the County Administrator or his designee and issued to the Construction Manager, that shall notify the Construction Manager to commence work or to provide Construction Manager Services pursuant to a properly executed Task Order or Change Order. The time for performance of Construction Manager Services or work required pursuant to any properly executed Task Order or Change Order shall commence to run from the date specified in the Notice to Proceed.

SECTION 2 – TERM

Except as otherwise specified herein, this Agreement shall remain in full force and effect for a period of **seven years,** from the effective date of this Agreement ("Effective Period"), unless terminated earlier as otherwise provided in this Agreement. The effective date for this Agreement shall be defined as the day and year that this Agreement is executed by the County.

Where applicable, in the event that a properly executed Task Order initiated within the term of the Agreement or Change Order to such Task Order requires or expressly permits work to be performed by the Construction Manager after termination of the Agreement, such Task Order or Change Order shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in said Task Order or Change Order. No new Task Orders may be issued, however, during this extension period.

SECTION 3 – CONSTRUCTION MANAGER'S RESPONSIBILITIES

The obligations of the Construction Manager with respect to all Construction Manager Services authorized pursuant to this Agreement and any Task Order(s) and/or Change Order(s) issued thereof shall include, but not be limited to, the following:

3.1 – LICENSES

The Construction Manager agrees to maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Pasco County, Florida, including, but not limited to, licenses required by the respective regulatory boards and/or other governmental agencies responsible for regulating and licensing the Construction Manager Services provided and performed by the Construction Manager pursuant to this Agreement.

3.2 – PERSONNEL

(1) QUALIFIED PERSONNEL
The Construction Manager agrees that when services to be provided and performed pursuant to this Agreement relate to Construction Manager Services which, under the Florida Statutes, require a license, certificate of authorization, or other form of legal entitlement to practice such service, the Construction Manager will employ and/or retain only qualified personnel to be in responsible charge of all such services.

(2) CONSTRUCTION MANAGER'S PROJECT EXECUTIVE
The Construction Manager agrees to employ and designate in writing a qualified, and if required by law, a licensed professional, to serve as the Construction Manager's Project Executive for each Task Order. The Construction Manager's Project Executive shall be

authorized and responsible to act on behalf of the Construction Manager with respect to directing, coordinating, and administering all aspects of the services to be provided and performed under this Agreement and any Task Order(s) and/or Change Order(s) issued thereof. The Construction Manager's Project Executive shall have full authority to bind and obligate the Construction Manager on any matter arising under this Agreement and any executed Task Order, unless substitute arrangements, acceptable to the County, have been furnished to the County in writing.

(3) REMOVAL OF PERSONNEL FROM WORK ON THE PROJECT
In accordance with the provisions of section 28 of each executed Task Order, the Construction Manager agrees to remove or replace its Project Executive, or any other personnel employed or retained by the Construction Manager, or personnel of any Subcontractor(s) engaged by the Construction Manager pursuant to this Agreement. The County may make such request for the removal of personnel with or without cause.

SECTION 4 – COUNTY'S RESPONSIBILITIES

Except as otherwise provided herein, the County's responsibilities are as follows:

4.1 – DESIGNATION OF AUTHORITY

The County has established a Leadership Team to oversee the development of each Project to be executed under this Agreement. It consists of individuals from the Facilities Management Department Director ("Director") & staff ("County Project Manager"). While the input of any other affected department is crucial to the successful completion of each Project, the County's representatives will serve as the final decision maker as indicated in each Task Order. The Construction Manager shall coordinate all correspondence, submittals, applications for payment, requests for information, task orders, change orders, claims, and any other requests or documents through the design professional, and the County's Project Manager, unless otherwise specified in a separately executed Task Order.

4.2 – DESIGNATION OF COUNTY PROJECT REPRESENTATIVES

The County agrees, after execution of each Task Order, to properly advise the Construction Manager, in writing, of the persons designated to serve and act as the County's Project Representatives in relation to the respective Task Order.

4.3 – INFORMATION PROVIDED BY THE COUNTY

The County shall provide, within a reasonable time from request of the Construction Manager, existing data, plans, reports, and other information in the County's possession or under the County's control which are necessary for the performance of the duties of Construction Manager in the Scope of Services, and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria,

and other requirements that exist at the time of signing of this Agreement or which may develop during the performance of this Agreement or any Task Order.

The County shall make available to the Construction Manager all information and data relative to the Construction Manager Services to be provided pursuant to this Agreement in the County's possession, including the County's objectives and constraints, previous studies, surveys, aerial photographs, maps, environmental reports, photographs, analytical data, and any other relevant information requested by the Construction Manager in writing.

4.4 – ACCESS TO COUNTY PROPERTY

The County agrees, with reasonable prior written notice given by the Construction Manager, to provide the Construction Manager with access to County property, facilities, buildings, and structures to enable the Construction Manager to provide and perform any required Construction Manager Services and work pursuant to this Agreement and any executed Task Order. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with County operations, or the operations carried on by others under a lease, or other contractual arrangements with the County, or in such a manner to adversely affect the public health, safety, or welfare.

SECTION 5 – COMPENSATION AND METHOD OF PAYMENT

The County shall pay the Construction Manager for all authorized Construction Manager Services rendered hereunder by the Construction Manager and any Subcontractor(s) and completed in accordance with the requirements, provisions, and/or terms of this Agreement, Task Order(s), Modification(s), and/or Change Order(s), as well as in accordance with the provisions delineated in the individually executed Task Order.

The Construction Manager acknowledges that Construction Manager Services will be requested on an as-needed Task Order basis and agrees that it will not be entitled to make any claim for damages or loss of profits due to the amount of work assigned during the term of the Agreement.

SECTION 6 – TASK ORDERS

The work and/or services to be provided and performed under this Agreement are Task Order driven. If and when the County requires the construction manager services of the Construction Manager, individual Task Orders will be approved by the County, by the County Administrator, or by the Purchasing Director, when applicable. For purposes of this Agreement, the Purchasing Director and County Administrator are specifically delegated authority by the County to issue and approve Task Order(s) for Construction Manager Services up to the allowable amount provided in the County's Purchasing Ordinance. The completion date for an individual Task Order will be specified in the Notice to Proceed. The completion date for an individual Task

Order may be extended, in writing, by the County at a regularly scheduled meeting of the Board of County Commissioners or by the County Administrator, as provided herein.

For each Task Order required for a specific Project, the County shall provide the Construction Manager a Task Order for the individual project, the form of which is included in Exhibit A to this Agreement. The Construction Manager shall respond in writing to such Task Order specifications and provide any additional information, revisions, or needed details. If the response from the Construction Manager is acceptable, the County may issue a Task Order to the Construction Manager containing the details set forth in the attached Exhibit "A", including the agreed-upon Project scope of work, staffing, schedule, time of performance, total compensation, method of payment, and deliverables.

Each Task Order shall be numbered consecutively and shall reference this Agreement. In the event of any conflict, the provisions of the executed Task Order will control over conflicting provisions of this Agreement. Each Task Order, after execution by the Board of County Commissioners, the County Administrator, or the Purchasing Director, shall become a supplement to and a part of this Agreement.

SECTION 7 – TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance, provision, and completion of the required Construction Manager Services, work, and materials is vitally important to the interests of the County. Time is of the essence for all the duties and obligations contained in this Agreement and any executed Task Order. The County may suffer damages in the event that the Construction Manager does not accomplish and complete the required services in a timely manner. The Construction Manager agrees to employ, engage, retain, and/or assign an adequate number of qualified personnel throughout the period this Agreement is in effect so that all Construction Manager Services will be provided and performed in a timely and diligent manner. If the Construction Manager fails to commence, provide, perform, and/or complete any service required under this Agreement in a timely and diligent manner as determined by the County, or within a specified time period delineated in executed Modification(s), Task Order(s), or Change Order(s), the County may consider such failure as a material breach of this Agreement. In such an event, the County, in its sole discretion, may terminate the Agreement.

The Construction Manager, at all times that this Agreement is in effect, shall ensure that sufficient time remains in the project schedule within which to complete the services required and authorized by any given Task Order(s). In the event there are delays which would modify or extend a scheduled Task Order completion date, the Construction Manager shall, within seven (7) calendar days of discovery of such delay, submit a written request to the County seeking a time extension to complete a delayed project, which request shall specifically identify the reason(s) for the delay and the amount of time related thereto.

In the event the specified time of performance for a given Task Order or Change Order expires and the Construction Manager has not requested a time extension, or if the County has denied a request for a time extension in writing, partial progress payments will be stopped on the date time expires.

SECTION 8 – STANDARDS OF PROFESSIONAL SERVICE

The work and services to be provided and/or performed by the Construction Manager shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards, or other guidelines issued by any governmental agency having jurisdiction over all or a portion of any work performed under this Agreement in effect at the time of the performance of the Construction Manager Services. All final documents, reports, studies, or other data prepared by the Construction Manager shall bear a professional's seal/signature in accordance with the applicable Florida Statutes and/or any applicable Administrative Rules promulgated by the Florida Department of Business and Professional Regulation (where applicable).

SECTION 9 – CONSTRUCTION MANAGER'S QUALITY CONTROL

9.1 – RESPONSIBILITY TO CORRECT

The Construction Manager agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion in accordance with the mutually agreed upon schedule, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, and other services, work, and materials performed, provided, and/or furnished by the Construction Manager, or any Subcontractor(s) utilized by the Construction Manager, pursuant to this Agreement.

Upon written notice from the County, the Construction Manager shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, calculations, estimates, plans, work, and materials resulting from the negligent act, errors or omissions, or intentional misconduct of the Construction Manager.

If the Construction Manager does not correct the defective work within the time specified in the County's written notice, the County may have the deficiency corrected. All direct or indirect costs of such correction shall be paid by the Construction Manager or deducted from payment due to the Construction Manager.

If any work or submittal prepared by the Construction Manager contains an error, omission, deficiency, or mistake and the Construction Manager fails to correct such error, omission, deficiency, or mistake within the time period established for completion in the notice to correct or the Task Order(s) requiring such work or submittal, the County, in its discretion, may terminate this Agreement.

9.2 – COUNTY'S APPROVAL SHALL NOT RELIEVE CONSTRUCTION MANAGER OF RESPONSIBILITY

Neither review, approval, or acceptance by the County of data, studies, calculations, estimates, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Construction Manager shall in any way relieve the Construction Manager of responsibility for the adequacy, completeness, and accuracy of its services, work and/or materials, or the services, work, and materials. Neither the County's review, approval, or acceptance of, nor payment for, any of the Construction Manager's work, services, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action the County may have arising out of the performance of this Agreement.

The Construction Manager agrees and recognizes that the County shall not be held liable or responsible for any claims which may result from any action or omission of the Construction Manager in which the County participates either through review of or concurrence with the Construction Manager's actions. In reviewing, approving, or rejecting any submissions or other work prepared by the Construction Manager, the County in no way assumes or shares any of the responsibility or liability of the Construction Manager under this Agreement.

SECTION 10 – REPORTS AND REVIEWS

10.1 The County may, at any time, require the Construction Manager to report in writing in a format approved by the County on the status and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, the County may require the Construction Manager to provide an estimate of the overall percentage of completion.

10.2 The County will monitor the Construction Manager's work product for compliance with project standards and criteria and may make comments and recommendations to the Construction Manager regarding the work. However, any such monitoring or comments and recommendations by the County, or absence thereof, shall not relieve the Construction Manager of any of its obligations under this Agreement. The Construction Manager retains sole authority and responsibility for the adequacy and accuracy of its Construction Manager Services in accordance with generally accepted practices.

SECTION 11 – WORK WITHIN COUNTY PROPERTY / CONSTRUCTION MANAGER TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSTRUCTION MANAGER OR ITS SUBCONTRACTORS

11.1 As applicable, the Construction Manager, any Subcontractor retained by Construction Manager, or any other person, firm, corporation, or other entity that contracts with or provides goods or services to the Construction Manager in connection with the work required to be performed pursuant to this Agreement shall perform all work within only the County-owned

right-of-way(s) and/or any County easement(s), or as permitted by this solicitation or by law.

11.2 The Construction Manager agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the County, any property damage arising out of, or caused by, the willful or negligent acts of the Construction Manager and/or its Subcontractor(s). The County reserves the right, should the Construction Manager fail to make such repairs and/or replacements within a reasonable period of time, to cause such repairs and/or replacements to be made. All costs and expenses associated with having such repairs and/or replacements performed shall be paid for by the Construction Manager directly or via reimbursement to the County from the Construction Manager.

SECTION 12 – DOCUMENTS

The documents comprising this Agreement between the County and the Construction Manager consist of the following:

1. Any Task Orders, Change Orders, and Modifications issued pursuant to this Agreement and executed by the County and the Construction Manager.
2. This Agreement and its Exhibits.
3. Any written amendments, modifications, or addenda to this Agreement.
4. Request for Proposals – **RFP-DS-23-076**, including any written addenda.
5. Construction Manager's proposal and any attachments or exhibits submitted in response to **RFP-DS-23-076**.

SECTION 13 – COMPLIANCE AND AGREEMENT WITH LAWS AND REGULATIONS

13.1 The Construction Manager shall observe and comply with all applicable federal and state laws, County and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project and all work performed pursuant to this Agreement, including but not limited to, the federal and state provisions specifically provided for in the solicitation. All applicable federal, state, and local laws and ordinances are deemed to be included in this Agreement the same as though herein written out in full.

13.2 The Construction Manager shall give all notice and comply with all laws, ordinances, rules, and regulations applicable to the Construction Manager Services. If the Construction Manager observes that any of the Contract Documents or executed Task Order or Change Order are contradictory to such laws, rules, and regulations, the Construction Manager will notify the County Project Manager promptly in writing. An appropriate Change Order or Modification shall then be used to institute any necessary changes. If the Construction Manager performs any work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations and without such notice to the County Project Manager, the Construction Manager shall bear all related costs.

SECTION 14 – PROHIBITION AGAINST CONTINGENCY FEES

In accordance with the provisions of section 287.055 of the Florida Statutes, the Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure this Agreement and that the Construction Manager has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15 – TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

The Construction Manager certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price, and any additions thereto, shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The Construction Manager represents that it has furnished a Public Entity Crimes Affidavit pursuant to section 287.133, Florida Statutes, verifying its eligibility for award of an Agreement. The County may exercise its rights under this "certification" within one (1) year following final payment.

Pursuant to subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Construction Manager under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The Construction Manager agrees to include this provision in all contracts it issues as a result of this Agreement.

SECTION 16 – DISCRIMINATORY VENDOR LIST

The County adheres to subsection 287.134(2)(a), Florida Statutes, and will not transact business with entities or affiliates placed on the discriminatory vendor list maintained by the Florida Department of Management Services. By accepting this Agreement and/or any Task Order, Construction Manager certifies that is not on the discriminatory vendor list. Violation of this provision by Construction Manager is grounds for termination of this Agreement by the County. The Construction Manager agrees to include this provision in all contracts issued as a result of this Agreement.

SECTION 17 – SCRUTINIZED COMPANIES

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

By signing this Agreement and/or accepting any Task Order, the Construction Manager certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The Construction Manager agrees to notify the County if placement on any of the aforementioned lists occurs or if the Construction Manager is engaged in a boycott of Israel or has business operations in Cuba or Syria.

The County may terminate this Agreement if the Construction Manager certification above is found to be false; it has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or it has been engaged in business operations in Cuba or Syria. In addition to possible termination of this Agreement based on the above grounds, the County will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

SECTION 18 – COMPLIANCE WITH PUBLIC RECORDS ACT

The Construction Manager shall comply with the Construction Manager's Public Records Obligations outlined in the individual executed Task Order for each Project.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRITTANY WINTERS, FACILITIES MANAGEMENT AT (727) 847-834-3292, EXT. 3919, BWINTERS@PASCOCOUNTYFL.NET, 7220 OSTEEN ROAD, NEW PORT RICHEY, FL 34653.

Under Florida law, a Construction Manager who fails to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement, and may serve as grounds for termination of this Agreement.

SECTION 19 – RETENTION OF DOCUMENTS

Upon payment of any compensation due for completed and accepted work, all documents prepared or obtained under this Agreement will be considered the property of the County without restriction or limitation on their use and shall be made available upon request to the County at any time.

19.1 Said records and documentation shall be retained by the Construction Manager and made available to the County for a minimum of five (5) years from the date of completion of the work. The County shall have the right to audit, inspect, and copy all such records and documentation as often as the County deems necessary during the term of this Agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the Construction Manager shall retain records and supporting documentation until further notified.

19.2 For those projects funded by State funds, the Construction Manager agrees to cooperate with any audit(s) requested by the State Auditor General's Office or, in the instance of federal funding, by the funding agency.

SECTION 20 – CONFLICTS OF INTEREST

The Construction Manager represents that it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of the services required by this Agreement, and which interest has not been disclosed to the County in writing. The Construction Manager expressly agrees that, throughout the Effective Period, it shall not acquire an interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, or which would conflict with any interest of the County. The Construction Manager further agrees that no person having any such interest shall be employed or engaged by the Construction Manager for said performance. In addition, the Construction Manager shall require all Subcontractors to comply with the provisions of this Section.

If the Construction Manager is about to engage in representing another client, whom it in good faith believes could result in a conflict of interest with the work being performed by the Construction Manager pursuant to this Agreement, then the Construction Manager shall promptly bring such potential conflict of interest to the County's attention, in writing. The County will advise the Construction Manager within twenty (20) calendar days, in writing, if such conflict of interest exists. If the County determines that a conflict of interest exists, the Construction Manager and/or any Subcontractor shall decline the representation upon the County's written

notice. If the County determines that there is no such conflict of interest, then the County shall give its written consent to such representation.

In the event the Construction Manager fails to advise or notify the County, as provided hereinabove, of representation which could, or does, result in a conflict of interest, or should the Construction Manager fail to decline such representation upon the County's written notice, the County may, in its sole discretion, terminate this Agreement in accordance with the provisions of Section 23 below.

SECTION 21 – INSURANCE

The Construction Manager shall not commence any work pursuant to this Agreement until satisfactory proof of all insurance required hereunder has been provided to and approved by the County. It shall be the responsibility of the Construction Manager to ensure that all Subcontractor(s) performing services pursuant to this Agreement and any executed Task Order comply with the County's insurance requirements of this provision.

The insurance required for each Project will be detailed in the individually executed Task Order for that Project.

SECTION 22 – SUSPENSION OF WORK

In accordance with Section 23 of each Task Order, and in addition to the County's contractual right to terminate this Agreement in its entirety, the County may, at its convenience, stop, suspend, supplement, or otherwise change all, or any part of, the Construction Manager Services set forth herein. The County shall provide written notice to the Construction Manager to implement a stoppage, suspension, supplement, or change. If any construction manager services covered by this Agreement to be carried out by the Construction Manager shall be suspended, abated, or terminated at the direction of the County for reasons unrelated to the quality of work provided by the Construction Manager, the County shall pay the Construction Manager for such services actually rendered prior to the suspension, abatement, or termination, and any reasonable additional costs incurred by the Construction Manager to effectuate an orderly closing of its activities, with the payment to be based insofar as possible on the fees established in this Agreement.

SECTION 23 – TERMINATION OF AGREEMENT BY THE COUNTY

In addition to the Termination rights provided in an individually executed Task Order, the County may terminate this Agreement for any one or more of the following reasons:

1. If adequate progress on any phase of the Construction Manager at Risk Services is not being made by the Construction Manager as a direct result of the Construction Manager's failure to perform.

2. The quality of the Construction Manager at Risk Services performed by the Construction Manager is not in conformance with commonly accepted design codes and standards, standards of the County and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement and the particular services involved are considered by the County to be essential to the proper completion of the Construction Manager at Risk Services.
3. The Construction Manager or any employee or agent of the Construction Manager is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any Construction Manager at Risk Services that have been performed by the Construction Manager.
4. The Construction Manager becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.
5. The Construction Manager is in non-compliance with any other provision of this Agreement.

In the event of any of the causes described in Items (1) through (5) above, the County's Project Manager will send a written notice to the Construction Manager requesting that the Construction Manager show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the County within fifteen (15) calendar days of receipt by the Construction Manager of the show cause notice, the County may consider the Construction Manager to be in default and may immediately terminate this Agreement.

Notwithstanding any other provision of this Agreement, this Agreement may be terminated for any reason by the County giving fourteen (14) calendar days' written notice to the Construction Manager of the County's intent to terminate. In the event that this Agreement is terminated, the County shall identify the specific Task Order and/or Change Order being terminated and the specific tasks and/or Task Order(s) and/or Change Order(s) to be continued for completion, pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized tasks and/or Task Order(s) and/or Change Order(s) which are to be continued to completion, unless the Agreement is terminated in full.

In the event of termination of this Agreement, the County shall compensate the Construction Manager only for: (1) all services performed and accepted by the County prior to the effective date of the termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Construction Manager in affecting the termination of services, including costs incurred by submittal to the County of project drawings, plans, data, and other documents.

The Construction Manager shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with services which are terminated, suspended, eliminated, or cancelled.

Upon termination of this Agreement by the County, the Construction Manager shall promptly deliver to the County copies of all then completed deliverable items and all plans, reports,

studies, calculations, maps, graphics, and other documents that directly support the deliveries prepared by Construction Manager.

SECTION 24 – CHOICE OF LAW / VENUE

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be at the West Pasco Judicial Center, in Pasco County, Florida (State court matters) and the United States District Court in and for the Middle District of Florida – Tampa Division (Federal court matters).

SECTION 25 – SUCCESSORS AND ASSIGNS

The County and the Construction Manager respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Construction Manager shall not assign or transfer any interest in this Agreement without the prior written consent of the County.

SECTION 26 – ASSIGNMENT, TRANSFER, AND SUBCONTRACTS

Neither the County nor the Construction Manager shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. Except as otherwise authorized in this Agreement, the Construction Manager shall not subcontract any of its service obligations hereunder to third parties without the prior written approval of the County. The Construction Manager shall have the right, subject to the County's prior written approval, to employ other persons and/or firms to serve as Subcontractors to the Construction Manager pursuant to the requirements of this Agreement. The County shall have the right and be entitled to withhold its approval of Subcontractors, but such approval shall not be unreasonably withheld.

SECTION 27 – EXTENT OF THE AGREEMENT

This Agreement represents the entire and integrated agreement between the County and the Construction Manager and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may only be amended, supplemented, modified, changed, or canceled by a written instrument executed by both parties hereto.

SECTION 28 – NON-EXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract and the County may employ additional or other Construction Manager consulting firms to perform any work contemplated by this Agreement without liability to the Construction Manager.

SECTION 29 – INDEMNIFICATION OF THE COUNTY

In return for consideration, the receipt of which is acknowledged, in accordance with the applicable provisions of Chapter 725, Florida Statutes, the Construction Manager shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees at both trial and on appeal, as well as court costs, whether resulting from any claimed breach of this Agreement or any executed Task Order by Construction Manager or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager or anyone employed or utilized by the Construction Manager in the performance of this Task Order. Construction Manager's obligation to indemnify under this Section 29 will survive the expiration or earlier termination of this Agreement or any executed Task Order until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

SECTION 30 – NOTICES

Any notices to be given under this Agreement shall be in writing and delivered by United States Mail to the respective addresses referenced above. All such notices shall be sent to the designated project managers for each party.

SECTION 31 – INDEPENDENT CONTRACTOR

Neither the County nor any of its employees shall have any control over the conduct of the Construction Manager or any of Construction Manager's employees, except as herein set forth. The Construction Manager and any and all Subcontractors are and shall be Independent Contractors in and throughout the performance of all work and services provided and performed pursuant to this Agreement. As Independent Contractors, the Construction Manager's and the Subcontractor's agents, servants, or employees shall not be deemed agents, servants, or employees of the County.

The Construction Manager does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement. The Construction Manager shall be responsible to the County for all the work or services performed by the Construction Manager, or any person or firm engaged as a Subcontractor pursuant to this Agreement. The County shall not be liable to any Subcontractor, or any other person, firm, corporation, or other entity that contracts with or provides goods or services to the Construction Manager in connection with the work required to be performed pursuant to this Agreement. The County shall not be liable to any Subcontractor, or any other person, firm, corporation, or other entity for debts or claims accruing to such parties against the Construction Manager pursuant to any work or services performed under this Agreement.

SECTION 32 – E-VERIFY PROGRAM

A contractor like Construction Manager entering into a contract with a public entity (such as the County) is required to be registered with the U.S. Department of Homeland Security's E-Verify System and to utilize it to verify the work authorization status of all newly hired employees throughout the term of the contract. The contractor like Construction Manager shall also be required to obtain and retain affidavits from all subcontractors utilized during the contract verifying that they do not employ, contract with, or subcontract with any unauthorized aliens as that term is defined in 8 U.S.C.S. 1324a(h)(3). The failure to comply with this requirement constitutes grounds for termination of the contract and for such other penalties as provided under section 448.095, Fla. Stat.

If a public employer has terminated a contract with Construction Manager for failure to comply with the requirements of the paragraph above, the contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated.

The County reserves the right to request verification of compliance from Construction Manager during the term of its contract with the County and for a period of up to five (5) years thereafter. Should a County-retained contractor like Construction Manager and/or its subcontractors be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the contractor, Construction Manager, and/or its subcontractor(s) will be solely responsible for the payment of any fines or costs imposed upon the county as a result of such non-compliance. Compliance with this section is mandatory for all projects.

SECTION 33 – MAINTENANCE OF RECORDS / COOPERATION WITH STATE AUDITS

In addition to the requirements set forth in any executed Task Order, the Construction Manager shall keep and maintain its accounting records and supporting documentation related to the services, work, information, expenses, costs, invoices, and materials provided and/or performed pursuant to the requirements of this Agreement for a minimum of five (5) years from the date of termination or expiration of this Agreement.

The Construction Manager specifically acknowledges that by accepting a Task Order which will be funded through state funds, the Construction Manager and any subcontractor(s) retained by it will agree to cooperate with any audit initiated by the Office of the Auditor General of the State of Florida or any successor office. Such cooperation includes any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

SECTION 34 – WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed as a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

SECTION 35 – EMERGENCIES

In the event that the Construction Manager's services are activated or requested during an event that disrupts essential operations, or when there is a threat to the public's health, welfare, or safety, or when normal purchasing procedures are not possible, or when there is a local, state, or federal declared state of emergency, and notwithstanding the provisions of any executed Task Order, the provisions of Section 2-101 of the Pasco County Code of Ordinances and any declaration of emergency, and orders issued thereto, shall apply and shall supersede as necessary, the terms and conditions of this Agreement.

SECTION 36 – FORCE MAJEURE

Neither the County nor the Construction Manager shall be liable for delay or their failure to perform hereunder due to circumstances beyond their respective control, such as Acts of God, governmental laws or orders, wars, riots, pandemics, national emergencies, strikes, or accidents. The County or the Construction Manager may suspend their respective performance under this Agreement or any executed Task Order as a result of a force majeure and shall resume performance as soon as is reasonably possible. The delayed party must notify the other party promptly upon the occurrence of any such circumstance and inform the other party of its plans to resume performance; otherwise, performance by the delayed party will not be considered excused pursuant to this Section.

Should the Construction Manager be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes not due to its own fault or neglect, the Construction Manager shall notify the County in writing within seven (7) calendar days after commencement or discovery of such delay, stating the cause(s) therefore and requesting an extension of the Construction Manager's time of performance. Causes beyond the control of the Construction Manager shall include, but are not limited to, court orders and injunctions, actions or rulings of any federal, state or municipal authority (including the County) having jurisdiction over any project and/or any Force Majeure event as delineated in this Section.

Upon receipt of the Construction Manager's request for an extension of time for cause(s) beyond the control of the Construction Manager, the County Administrator shall have the discretion to grant an extension of time only if the County determines the delay encountered by the Construction Manager was not due to its own fault or neglect. All other extensions of time must be approved by the Board of County Commissioners.

No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Construction Manager's services for any cause whatsoever, including those for which the County, including any of its agents or employees, may be responsible in whole or in part, shall relieve the Construction Manager of its duty to perform or give rise to any right to damages or additional compensation from the County.

The Construction Manager's sole remedy against the County in the event of such interruption, interference, inefficiency, suspension, or delay in the commencement or progress of such services shall be the right to seek an extension of the time only, as included in any affected Task Order. However, such extension shall not operate as a waiver of any other rights of the County. This section shall expressly apply to claims for early completion, as well as claims based on late completion. The County shall not be responsible for any consequential damages or loss in profits incurred by the Construction Manager from such delays.

SECTION 37 – OWNERSHIP OF DOCUMENTS

All documents, such as drawings, tracings, notes, photographs, computer files, plans, specifications, maps, evaluations, reports, and other records and data relating to this Agreement shall become the property of the County and shall be delivered by the Construction Manager to the County within thirty (30) calendar days of completion of the Project or within seven (7) calendar days of the County making a request for said document delivery, whichever is applicable. In the event the County gives the Construction Manager a written Notice of Termination pursuant to Section 23 of this Agreement and the Termination provisions in an executed Task Order, or upon issuance to the Construction Manager by the County of a written Modification or Change Order which deletes all or part of the work or services required, the Construction Manager shall deliver to the County any and all documents listed above with the mutual understanding and commitment by the County that compensation earned or owing to the Construction Manager for services provided or performed by the Construction Manager pursuant to this Agreement prior to the date of any such termination will be paid to the Construction Manager as provided in Section 23 and within sixty (60) calendar days of the date of issuance of the Notice of Termination.

The Construction Manager, at its expense, may make and retain copies of all documents delivered to the County for the Construction Manager's reference and internal use. The Construction Manager shall not use any of these documents and/or data or information contained therein on any other project or for any other client without the prior expressed written permission of the County.

SECTION 38 – HEADINGS

The headings of the articles, sections, subsections, exhibits, and/or attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, subsections, exhibits and/or attachments.

SECTION 39 – EVALUATION OF THE CONSTRUCTION MANAGER

The County shall perform a performance evaluation of the Construction Manager. The

evaluation shall be forwarded to the Construction Manager for their records.

SECTION 40 – SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 41 – EXECUTION IN COUNTERPARTS

For the convenience of the parties and to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

SECTION 42 – ENTIRE AGREEMENT

This Agreement, including all referenced exhibits and attachments hereto, any written amendments, modifications or addenda to it, and together with all the documents referenced in Section 12, constitutes the entire Agreement between the County and the Construction Manager and shall supersede, replace, and nullify any and all prior agreements or understandings, written and oral, relating to the matters set forth herein. Prior agreements or understandings, if any, shall have no force or affect whatsoever on this Agreement.

(The Remainder of this Page Intentionally Left Blank).

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Master Agreement for Construction Manager at Risk Services for solicitation number **RFP-DS-23-076**, effective on the last day and year entered below.

(SEAL)

ATTEST:

By: Heather Grimes, D.C.

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

By: Ronald E. Oakley

Chairman Ronald E. Oakley

Date: APPROVED IN SESSION
MAR 12 2024
PASCO COUNTY
BCC

CONSTRUCTION MANAGER:
WHARTON-SMITH, INC.

By:

Print: TOM JAROSZ

Title: VICE PRESIDENT

WITNESSES:

Sign Name

JEFFREY HORTON PROJECT EXECUTIVE
Print or Type Name and Title

Johnny Santos

Sign Name

JOHNNY SANTOS- OPERATIONS DIRECTOR
Print or Type Name and Title

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me on February 1, 2024, by means of:
[X] **physical presence,** or
[ ] **online notarization**
by:

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Tom Iarossi, who executed the foregoing instrument as
[Title] Vice President
of [Corporation or Company Name] Wharton-Smith, Inc., a:
[X] **corporation,** or
[ ] **limited liability company**
organized under the laws of [State] Florida.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]____
_____, a [State] _____partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact for _____.

****

Said person is (check one below):
[X] **Personally known to me**, or
[ ] **Has produced** _____ **as identification**
on behalf of [*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]:
_____.

NOTARY PUBLIC STATE OF FLORIDA
KATHLEEN E. CROW
MY COMMISSION # HH 416326
EXPIRES: September 12, 2027

[Notary Stamp or Seal]

_____
Signature of person taking acknowledgment

Kathleen Crow
Print Notary's Name

(Line required to be completed by §117.05, F.S.)

EXHIBIT A

TASK ORDER FORM

EXHIBIT A TO CMAR MASTER AGREEMENT

TASK ORDER for
CONSTRUCTION MANAGER AT RISK

RFP-DS-23-076

Wharton-Smith, Inc.

<NAME OF PROJECT>

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CONSTRUCTION MANAGER AT RISK TASK ORDER

THIS Task Order is made and entered into by and between Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter designated as the "COUNTY", and Wharton-Smith, Inc. (hereinafter designated as "Construction Manager"), a Florida For-Profit Corporation, whose primary business address is 4912 W. LaSalle Street, Tampa, FL 33607 to perform all work ("Work") in connection with the management and construction required for the construction, expansion, and/or renovation of the _____ ("Project"), located at _____, in _____, Pasco County, Florida, said Work being set forth in the plans and specifications being prepared by _____, the Engineer of Record ("Design Professional"), and all other Task Order Documents hereafter specified, pursuant to the Master Agreement for Construction Manager at Risk Services executed by the COUNTY and the Construction Manager on _____ ("the Master Agreement").

NOW THEREFORE, the COUNTY and Construction Manager, for the consideration set forth herein, agree as follows:

Section 1. Task Order Documents

The Task Order Documents consist of this Task Order and any attachments and exhibits, Request for Proposals – RFP-DS-23-076 and any Addenda issued thereto ("RFP"), Construction Manager's written response to the RFP, the Exhibits described in Section 8 hereof, and any duly executed and issued addenda, Change Orders, Construction Change Directives, Field Orders and amendments relating thereto, and the Master Agreement and all Exhibits, appendices, and schedules attached thereto. Further, the term Task Order Documents shall include all plans and specifications for the construction of the Project ("Construction Documents") being prepared by Design Professional, but only after said Construction Documents have been completed by Design Professional and approved in writing by the COUNTY. All of the foregoing Task Order Documents are sometimes collectively referred to herein as the "Task Order".

For the Project associated with this Task Order, the COUNTY shall furnish Construction Manager with one (1) sealed copy and one (1) reproducible set of the Construction Documents. Any additional copies of Construction Documents, required by Construction Manager for execution of the Work, shall be made by Construction Manager. The reproducible set of the Construction Documents shall be returned to the COUNTY upon final acceptance of the Work or termination of the Task Order, whichever occurs first. Provided, however, the act of the COUNTY in furnishing Construction Manager a reproducible set of Construction Documents for Construction Manager's convenience and such furnishing by the COUNTY shall not be deemed to be a waiver by the COUNTY or the Design Professional of any copyright, patent or license they may have with respect to the Construction Documents. All such copyrights, patents and licenses relating to said Construction Documents are hereby expressly reserved by the COUNTY and the Design Professional.

In cases of conflict between Task Order Documents, the order of precedence of the Task Order Documents shall be as follows:

a. This Task Order, Change Orders and other Task Order Modifications to this Task Order.

b. The completed Construction Documents, as approved in writing by the COUNTY.

c. The Master Agreement executed by the COUNTY and the Construction Manager, including all Exhibits, appendices, and schedules attached thereto.

d. The RFP and any Addenda issued pursuant to it.

e. Construction Manager's written proposal and any attachments submitted in response to the RFP.

In addition, detailed plans shall take precedence over general plans for the same part of the Work. Specifications and detail plans which may be prepared or approved by the COUNTY after the execution of the Task Order and which may be fairly inferred from the original specifications and plans are to be deemed a part of such specifications and plans, and that portion of the Work shown thereby shall be performed without any change in the GMP Price or Project Schedule. With respect to conflicts between large scale drawings and small-scale drawings, the larger scale drawing shall govern.

To the extent the order of precedence above does not address certain items, and where compliance with two or more requirements is indicated in any of the enumerated Task Order Documents and where these requirements within the Task Order Documents conflict in quantity or quality, the Construction Manager shall be required to put the COUNTY on notice in writing of such conflict for the COUNTY's determination, within forty-eight (48) hours thereafter, of which requirement should apply, unless specifically indicated otherwise in the Task Order Documents.

Section 2. Scope of Work

The Scope of Work to the completed under this Task Order is defined as <<SUMMARY OF PROJECT TO BE CONSTRUCTED>> (hereinafter the "Project"). Construction Manager shall endeavor to construct the work required for the Project in such a manner as will not, or minimally impact, impede or in any way preclude the ability of the existing facility to remain fully operational during the construction of the Project. However, the parties acknowledge that some impact will occur. The Scope of Work to be provided for the Project is specifically required to include the following minimum components:

2.1 <<INSERT PROJECT REQUIREMENTS>>

2.19 **Project Budget.**

The COUNTY's total Project Budget for construction is _____. The overall Task Order Amount (which includes the Pre-Construction Phase Fee and the Guaranteed Maximum Price) cannot exceed the Project budget established by the COUNTY.

2.20 **Project Phases**. The Work to be provided by Construction Manager pursuant to this Task Order may be performed in two phases. Those phases are the Pre-Construction Phase Services and Construction Phase Services. At the discretion of the COUNTY, those two phases may overlap. This Task Order will specify whether both Pre-Construction Phase Services, as well as Construction Phase Services, are included.

A. Pre-Construction Phase Services. The Construction Manager shall review and comment upon the Construction Documents developed by Design Professional. The scope of that review shall include, but not be limited to, reviewing those various documents for value engineering and constructability. During the Pre-Construction Phase, Construction Manager agrees to attend any and all design and preconstruction conferences as requested by the COUNTY and to otherwise assist and cooperate with Design Professional with respect to the design of the Project.

The County's Project Team, in conjunction with the Design Professional and the Construction Manager, will refine the scope of the Project during the initial design stage to be consistent with the COUNTY's Project Budget.

The Construction Manager shall also attend Utility Coordination meetings and assist the COUNTY with responding to inquiries from any other regulatory agency regarding Pre-Construction aspects of this Project.

When the COUNTY and Construction Manager agree that the design of the Project is sufficiently developed and documented to allow detailed pricing, Construction Manager shall develop, prepare, and submit a Guaranteed Maximum Price (GMP) Proposal to the COUNTY in accordance with Exhibit K. The COUNTY shall accept such GMP within thirty (30) days of the date of the receipt unless such time is mutually extended. If the COUNTY does not accept the GMP within the time period herein provided, such proposal shall be presumed to be rejected by the COUNTY and the Construction Manager shall be entitled to payment for all Pre-Construction Phase services in the amount indicated in Section 4, A of the Task Order.

Construction Manager shall provide all other services during the Pre-Construction Phase of the Project as set forth in Exhibit A, Article 8.

B. Construction Phase Services. After the Construction Documents have been sufficiently completed by Design Professional and approved by the COUNTY for all of the Work (or such portions thereof as may be designated by the COUNTY in writing), and the COUNTY and Construction Manager have agreed in writing upon the GMP to be paid Construction Manager and the Task Order Time for the Work (or designated portions thereof) as hereafter provided, Construction Manager shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the

construction of the Work (or designated portions thereof) in accordance with all of the terms and conditions of the Task Order Documents. It is recognized and agreed that any review or input of the design portions of the Task Order Documents are made in Construction Manager's capacity as a contractor and not as a licensed design professional and shall not be considered professional design services.

Section 3. Relationship of Parties

3.1 Communications During Project

The parties acknowledge that clear lines of communication and defined scope authority between representatives of the COUNTY and the Construction Manager and the Construction Manager and the Design Professional and the County are essential to the successful completion of the Project. The Construction Manager, prior to commencement of the Construction Phase Services, shall prepare and submit for the COUNTY's review and acceptance a proposed communication plan for use during the Project. This communication plan shall contain, at a minimum, procedures for the enhancement of communication and cooperation between the COUNTY, the Construction Manager, the Design Professional, separate contractors, inspectors and other consultants and subcontractors on the Project, as well as procedures for the speedy and efficient resolution for implementing, documenting, reviewing and processing field questions and responses, field variance authorizations and directives, minor changes, Construction Change Directives, Field Directives, and Change Orders.

3.2 Construction Manager's Obligations

The Construction Manager accepts the relationship of trust and confidence established by this Task Order. The Construction Manager covenants with the COUNTY to cooperate with the Design Professional; to utilize the Construction Manager's best skill, efforts and judgment in furthering the interest of the COUNTY; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of the COUNTY, and the Task Order terms and conditions. Further, the Construction Manager acknowledges that (i) it has represented to the COUNTY that it has specific expertise in the planning, management and construction of projects of similar size, cost and complexity and (ii) that such representation is a material inducement to the COUNTY to enter into this Task Order.

3.3 Construction Manager's Project Representative

Construction Manager hereby designates _____(NAME) as its Project Executive for this Project, with full authority to bind and obligate the Construction Manager on all matters arising out of or relating to the Work or the Task Order Documents. Construction Manager agrees that the Project Executive shall devote whatever time is required to satisfactorily manage the Work and further agrees that the Project Executive shall not be removed or replaced by Construction Manager without the COUNTY's prior approval, which approval shall not be unreasonably withheld.

3.4 **COUNTY's Project Representatives**

The COUNTY has established a Leadership Team ("LT") to oversee the development of the Project. It consists of individuals from the Facilities Management Department Director ("Director") & staff ("COUNTY Project Manager"). While the input of any other affected department is crucial to the successful completion of the Project, the COUNTY's representatives will serve as the final decision maker as indicated below. The Construction Manager shall coordinate all correspondence, submittals, applications for payment, requests for information, change orders, claims and any other requests or documents through the Design Professional, and the COUNTY's Project Manager, unless otherwise specified in this Task Order.

The Director, in coordination with the Design Professional, is authorized, to determine or answer, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and/or as to the interpretation of the Work to be performed the Task Order Documents.

The Construction Manager shall be bound by all determinations or orders as communicated by the COUNTY's Director or his designee, or the COUNTY Project Manager, and shall promptly respond to requests of the COUNTY's Project Manager and/or Design Professional, including the withdrawal or modification of any previous order, and regardless of whether the Construction Manager agrees with the COUNTY's determination or requests. Where requests are made orally, the COUNTY's Project Manager and/or Design Professional will follow up in writing, as soon thereafter as is practicable.

The COUNTY's Director and/or Project Manager shall have authority to act on behalf of the COUNTY to the extent provided by the Task Order, unless otherwise modified in writing by the COUNTY. All instructions to the Construction Manager shall be issued in writing. All instructions to the Construction Manager shall be issued through the Director or the COUNTY's Project Manager.

The COUNTY's Project Manager and Design Professional shall have access to the Project Site during normal work hours, unless access is required by the COUNTY due to health, safety or welfare of the COUNTY or the public. The Construction Manager shall provide safe facilities for such access so the COUNTY's Project Manager and Design Professional may perform their functions under the Task Order. The COUNTY's Project Manager and Design Professional will make periodic visits to the Work Site to become generally familiar with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Task Order Documents.

Construction Manager shall be responsible for/and in full control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and shall carry out the Construction Work in accordance with the Task Order Documents.

The COUNTY's Project Manager will have authority to reject Construction Work that does not conform to the Task Order Documents' requirements. Whenever, in his or her reasonable

opinion, it is considered necessary or advisable to ensure the proper implementation of the Task Order Documents, the COUNTY's Project Manager will have authority to require special inspections or testing of the Construction Work, whether or not such Construction Work is fabricated, installed or completed. Neither the COUNTY's Project Manager's and Design Professional's authority to act under this Article, nor any decision made by him/her in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the COUNTY's Project Manager and Design Professional to the Construction Manager, any Subcontractor, Subconsultant, supplier or any of their agents, employees, or any other person performing any of the Construction Work.

The COUNTY also reserves the right to utilize a private company under contract with the COUNTY to provide on-site construction examination and observation services for the Project. Such services are intended to be additional services and are not intended to and shall not be construed to supplant or alter the role and responsibilities of the COUNTY Project Manager, Design Professional, or the Construction Manager. While this company will represent the COUNTY at the site, the company and its employees have no authority to authorize changes or deviations from the Task Order Documents.

All interpretations and recommendations of the Director, the COUNTY's Project Manager and the Design Professional shall be consistent with the intent of the Task Order Documents. The Director, the COUNTY's Project Manager and the Design Professional will not be responsible for the acts or omissions of the Construction Manager, or anyone employed or contracted directly or indirectly by the Construction Manager including any Subcontractor, Subconsultant, or any of their agents or employees, or any other persons performing any of the Work.

Wherever the terms of this Task Order refer to some action, consent, or approval (excluding approvals of Change Orders, Construction Change Directive, or amendments to the Task Order) to be provided by the COUNTY or some notice, report or document is to be provided to the COUNTY, such reference to "the COUNTY" shall mean the COUNTY's Board of County Commissioners or their designee, the County Administrator or the County Administrator's designee (to the extent such designee has been expressly authorized by the COUNTY) for this Task Order.

For purposes of this Task Order, the COUNTY representatives listed herein shall have the following level of authority to approve Construction Change Directive or Authorization for Contingency Releases: COUNTY's Project Manager up to $5,000; COUNTY's Facilities Director up to $25,000; Assistant County Administrator for Internal Services up to $50,000; and the County Administrator up to the full amount of the contingency amount included in the GMP and/or the amount provided for in the COUNTY's Purchasing Ordinance. The County Administrator shall also have the authority to approve a Change Order or amendment to the Task Order or the Master Agreement as permitted by the COUNTY'S Purchasing Ordinance.

Section 4. Task Order Amount

In consideration of the full and faithful performance by Construction Manager of the covenants in this Task Order, the COUNTY agrees to pay, or cause to be paid, to Construction Manager the

following amounts (herein "Task Order Amount"), in accordance with the terms of this Task Order:

A. Pre-Construction Phase Services. For all Pre-Construction Phase Services, enumerated in this Task Order and in Exhibit A, Article 8 Construction Manager shall receive compensation as follows:

- Lump Sum in the amount of _____:
- Invoices shall be submitted to the COUNTY for the percentage of the pre-construction services completed on a monthly basis.

B. Construction Phase. With respect to the Construction Phase Services to be provided by Construction Manager hereunder, the COUNTY shall:

- reimburse Construction Manager for the Cost of the Work (as that term is defined hereafter); pay the Construction Manager a Construction Manager's Fee to be negotiated for the completion of the Construction Phase services; and
- pay the Construction Manager a lump sum amount to be negotiated for the Cost of General Conditions at the site during the Construction Phase of the Project.

The Construction Manager's Fee shall be the Construction Manager's total compensation for all overhead not reimbursable as Cost of the Work under Section 5.A. below, as well as the Construction Manager's total profit for the Construction Phase Services. The Construction Manager agrees to provide the COUNTY with a Guaranteed Maximum Price (GMP) proposal for the total sum of the Construction Manager's Fee, plus the Cost of the Work (including General Conditions), plus the Construction Manager's Contingency within 60 calendar days after the Construction Documents in the opinion of the COUNTY and Construction Manager are sufficiently completed by Design Professional and approved in writing by the COUNTY.

The GMP shall be based on actual subcontractor cost proposals as negotiated with the various subcontractors. Further, the proposal shall be broken down into the categories and level of detail required by the COUNTY. The Construction Manager agrees that all its books, records and files, with respect to its development of the GMP proposal, shall be open to the COUNTY for review and copying. The final guaranteed maximum price shall be mutually agreed upon by the COUNTY and Construction Manager and shall be set forth in the to this Task Order. The form for the GMP Amendment is attached hereto as Exhibit K.

The Construction Manager shall provide a detailed breakdown acceptable to the COUNTY of its GMP proposal, as well as for the final GMP. The Construction Manager guarantees that in no event shall the sum of the Construction Manager's Fee, the total Cost of the Work (including General Conditions), and the Construction Manager's Contingency exceed the GMP, however, the GMP may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives. In the event the Construction Manager and the COUNTY fail to reach an agreement on the GMP, the COUNTY may elect to terminate this Task Order and revise the Master Agreement accordingly. In the event of any such termination, the Construction Manager shall be entitled to receive that portion of the Task Order Amount attributable to the Pre-Construction Phase Services; but the Construction Manager shall not be entitled to any further or

additional compensation from the COUNTY, including but not limited to damages or lost profits on portions of the Work not performed.

Contingency. The Construction Manager shall include a line item for Construction Manager's Contingency amount in the Schedule of Values for the Project, which Contingency amount, if accepted by the COUNTY, shall be included within the GMP and to the GMP Task Order Amendment for the Project, and subject to the prior agreement of the COUNTY. The Contingency shall be used as the source of funds for unforeseen costs that are reasonably and necessarily incurred and paid by the Construction Manager, which costs shall be at rates not higher than the standard paid in Pasco COUNTY, in connection with the proper performance of Work required hereunder which Work was unforeseeable by the Construction Manager, the Design Professional, and the COUNTY at the time of execution of the GMP Task Order Amendment. Use of the Construction Manager's Contingency shall be at the sole discretion of the COUNTY and requires the prior written approval of the COUNTY as stated elsewhere in these documents and/or as delegated. Such approval will not be unreasonably withheld.

The Construction Manager's Contingency shall not be used for rework, cost increase caused by a lack of coordination or communication with the Design Professional or Subcontractors, or to correct errors and omissions in the Task Order Documents. The Task Order amount for the Construction Phase is guaranteed by the Construction Manager not to exceed the GMP. If cost of the Construction Phase exceeds the GMP, as may be adjusted by Change Orders, the Construction Manager shall pay the overrun without reimbursement from the COUNTY. The Construction Manager agrees to use all reasonable efforts to maximize cost savings during the Construction Phase.

The COUNTY, as stated elsewhere in these documents, must approve any and all expenses of the Construction Manager to be billed to and paid from the Construction Manager's Contingency, and such approval shall be requested and approved in advance of incurring such expense, where practicable, and said approval will not be unreasonably withheld. The Construction Manager shall submit to the COUNTY a list of names, addresses, licensing information, and phone numbers of the Subcontractors that Construction Manager intends to use for each portion of the Construction Work, as well as identify in writing those portions of the Construction Work it intends to perform with its own employees.

Section 5. Cost of the Work

A. Costs to be Reimbursed. The term Cost of the Work shall mean all costs necessarily and reasonably incurred by Construction Manager in the proper performance of the Construction Phase Services portion of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of the COUNTY only after the Construction Manager has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection A:

a. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project site or, with the COUNTY's written

agreement, at off-site workshops.

b. Wages or salary of the Construction Manager's supervisory, technical, and administrative personnel who are stationed at the Project site with the COUNTY's written concurrence.

c. Wages and salaries of the Construction Manager's supervisory, technical, and administrative personnel when assigned to this Project and specifically working on this Project in the Construction Manager's administrative or home offices.

d. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.

e. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, vehicles, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site, whether rented from Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Manager or others, shall be subject to the COUNTY's prior written approval.

f. Cost of removal and proper disposal of debris from the Project site.

g. Costs of telegrams, long distance telephone calls, cellular telephone calls, Internet service, Information Technology services, postage and parcel delivery charges and telephone service at the Project site and reasonable petty cash expenses of the Project site office.

h. That portion of the reasonable travel and subsistence expenses of Construction Manager's personnel, assigned to the Project site, incurred while traveling outside of the Pasco County area in discharge of duties connected with the Work, provided all of such expenses and charges are consistent with the rates provided under Section 112.061, Fla. Stat. and shall be subject to the prior written approval of the COUNTY. Temporary living and travel expenses of employees who are not relocated but assigned to the Project must be consistent with the rates provided under Section 112.061, Florida Statutes, and upon written approval of the COUNTY.

i. Cost of reproducing and printing of materials required for the Project, subject to the rates provided under Section 112.061, Florida Statutes.

j. Sales, use, or similar taxes imposed by a governmental authority which are related to the Work and for which Construction Manager is liable.

k. Fees and assessments for the building permit and for other permits, licenses and

inspections for which Construction Manager is required by the Task Order Documents to pay.

l. Fees of testing laboratories for tests required by the Task Order Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of the Master Agreement and this Task Order.

m. Royalties and license fees paid for the use of a particular design, process or product required by the Task Order Documents.

n. Deposits lost for causes other than Construction Manager's fault or negligence.

o. Legal, mediation and arbitration costs, other than those arising from disputes between the COUNTY and Construction Manager, or caused by the Construction Manager's acts or omissions, reasonably incurred by Construction Manager in performance of the Work and with the COUNTY's prior written consent,

p. Costs reasonably incurred in repairing or correcting damage or nonconforming Work executed by Construction Manager, or its subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence of the Construction Manager.

q. Cost of Public Information Programs or other neighborhood functions hosted by the Construction Manager at the direction of the COUNTY.

r. Cost of site safety as provided by Construction Manager.

s. Cost of documentation, inspection and testing as required for the preparation of the Final Estimate and implementation of the Contractor Quality Control process. Bonds and insurance premiums as required by the Task Order.

t. Cost to protect the Work and adjacent property from loss and damage.

u. Costs of applicable insurance and bonds at a rate to be agreed to by the Parties herein.

The General Conditions will be paid as a lump sum appropriately spread over the course of the work and as defined in the GMP Task Order Amendment.

Subcontract and Material Costs.

a. Payments made by the Construction Manager to subcontractors in accordance with the requirements of the applicable written subcontracts.

b. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

c. Costs of materials described in subsection 5. A., above, in excess of those actually

installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the COUNTY at the completion of the Work or, at the COUNTY's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales, shall be credited to the COUNTY as a deduction from the Costs of the Work.

All subcontractor costs will be documented by signed subcontractor invoices and all material costs will be documented by copies of invoices.

B. Costs Not to Be Reimbursed. The Cost of the Work shall not include the following items:

a. Except as provided in Section 5. A., salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project site office.

b. Except as provided in the Fringe Benefits rate included in subsection 5.A., expenses of Construction Manager's principal office and offices other than the Project site office**.**

c. Overhead and general expenses, except as may be expressly included in subsection 5. A.

d. Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work.

e. Rental costs of machinery and equipment, except as specifically provided in subsection 5. A.

Except as expressly provided in subsection 5. A., costs due to the negligence of Construction Manager, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.

f. Any costs not specifically and expressly described in subsection A above.

g. Costs which would cause the GMP to be exceeded (as the GMP may be adjusted pursuant to the terms herein for Change Order and Construction Change Directives.)

h. The Construction Manager is responsible, without reimbursement from the COUNTY, for re-inspection fees and costs; to the extent such re-inspections are due to the negligence of the Construction Manager.

C. Discounts, Rebates and Refunds.

a. Cash discounts obtained on payments made by the Construction Manager shall

accrue to the COUNTY if (i) before making the payment, the Construction Manager included them in an application for payment and received payment therefore from the COUNTY, or (ii) the COUNTY has deposited funds with Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the COUNTY, and the Construction Manager shall make provisions so that they can be secured.

b. Amounts which accrued to the COUNTY in accordance with the provisions of subsection 5. C.1, shall be credited to the COUNTY as a deduction from the Cost of the Work.

D. Local Preference in Contracting

The Construction Manager is strongly encouraged to identify opportunities to hire qualified County residents and businesses to perform work or provide services or materials for the Project when feasible. Construction Manager is also encouraged to apply the local preference in purchasing adopted by the County when evaluating bids during the term of the Task Order, and is expected to secure the cooperation of subcontractors in this effort as well.

Local Preference may not be used if State or Federal funds are used to fund the Project or the Work.

Section 6. Bonds

A. Within ten (10) business days after the GMP is agreed to by the COUNTY and Construction Manager, and at or before the date the GMP Task Order Amendment is executed by the COUNTY, the Construction Manager shall provide the COUNTY with Performance and Payment Bonds, in the form prescribed in Exhibits C and D, in the amount of 100% of the total sum of the GMP, the costs of which are to be paid by the Construction Manager. The Performance and Payment Bonds must comply with the following provisions and must be otherwise acceptable to the COUNTY:

B. The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

1. The surety company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

2. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.

3. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

4. The Bonds must be fully performable in Florida, with service and venue in Pasco

County, Florida.

5. The surety company shall have at least the minimum rating of A (CLASS VIII) in the latest issue of Best's Key Rating Guide.

6. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

b. In the case of a surety insurance company, in addition to the deduction for reinsurance, the amount deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

c. If the surety for any bond furnished by Construction Manager is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Task Order Documents, the Construction Manager shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and the COUNTY's approval.

d. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, Construction Manager shall record within 5 days in the Public Records of Pasco County, Florida, a copy of the Performance and Payment Bonds. The Construction Manager shall deliver within 10 days to the COUNTY a copy the recorded Bonds. The delivery of such evidence is a condition precedent to the COUNTY's obligation to make any progress payments to Construction Manager hereunder.

Section 7. Task Order Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Task Order. The "Pre-Construction Commencement Date" shall be established in a Notice to Proceed to be issued by the COUNTY.

B. The Construction Manager shall commence the Pre-Construction Phase Services portion of the Work within five (5) calendar days after the Pre-Construction Phase Commencement Date.

C. Any Work performed by Construction Manager prior to the Pre-Construction Phase Commencement Date shall be at the sole risk and expense of Construction Manager.

D. The "Construction Phase Commencement Date" shall be established in the GMP Task Order Amendment. Construction Manager shall commence the Construction Phase Services portion of the Work within five (5) calendar days after the Construction Phase Commencement Date. No portion of the Work, with respect to the Construction Phase Services to be provided hereunder, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by the COUNTY in writing. The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Substantial

Completion of the Work is referred to hereafter as the "Task Order Time". The Task Order Time is set forth with more specificity in Paragraph B below.

E. Because the Work may be completed in more than one phase, the timely completion of each phase is critical to the timely completion of the second phase and, therefore, completion of the entire Project. Accordingly, if applicable, the Construction Manager agrees to provide the Pre- Construction Phase Services in accordance with the design schedule established pursuant to the terms of the Design Professional's Agreement. With respect to the Construction Phase Services, the GMP Task Order Amendment shall include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by the Construction Manager. That Substantial Completion date shall be established in terms of calendar days after the Construction Phase Commencement Date. In the event the Construction Manager and the COUNTY fail to reach an agreement on the Task Order Time and the Substantial Completion date, the COUNTY may elect to terminate this Task Order and modify the Master Agreement accordingly. In the event of any such termination, the Construction Manager shall be entitled to receive that portion of the Task Order Amount attributable to the Pre-Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by the COUNTY; but the Construction Manager shall not be entitled to any further or additional compensation from the COUNTY, including but not limited to damages or lost profits on portions of the Work not performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where the COUNTY can occupy or utilize the Work for its intended purpose. Design Professional shall certify the date Substantial Completion of the Work is achieved. If the COUNTY has designated portions of the Work to be turned over to the COUNTY prior to Substantial Completion of the entire Work, the Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by the COUNTY within 30 calendar days after the Substantial Completion date.

F. The COUNTY and Construction Manager recognize that, since time is of the essence for this Task Order, the COUNTY will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Task Order Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of the COUNTY's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public in Pasco County, Florida. It is hereby agreed that it is appropriate and fair that the COUNTY receive liquidated damages from Construction Manager, if Construction Manager fails to achieve Substantial Completion of the Work within the required Task Order Time. Should Construction Manager fail to substantially complete the Work within the required time period, the COUNTY, upon thirty (30) days written notice to the Construction Manager, shall be entitled to assess liquidated damages _____ (in an amount to be determined project-to-project), but not as a penalty, for each calendar day after the missed Project Milestone thereafter until the Milestone or Substantial Completion of the entire Project is achieved. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and

reasonable estimate of the COUNTY's actual damages at the time of contracting if Construction Manager fails to substantially complete the Work in a timely manner.

G. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the laws of Florida, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by the COUNTY.

Section 8. Exhibits Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Task Order.

Exhibit A: General Terms and Conditions
Exhibit B: Supplemental Terms and Conditions
Exhibit C: Form of Payment Bond
Exhibit D: Form of Performance Bond
Exhibit E: Insurance Requirements
Exhibit F: Form of Release and Affidavits
Exhibit G: Application for Payment/SOV
Exhibit H: Form of Change Order / Consent of Surety to Change
Exhibit I: Master Project Schedule Milestones
Exhibit J: Construction Manager's Staffing Schedule
Exhibit K: GMP Task Order Amendment to Agreement between the COUNTY and Construction Manager
Exhibit L: Truth-In-Negotiation Certificate
Exhibit M: Certificate of Insurance Form

In case of inconsistency, ambiguity, or discrepancy between Contract Documents, the Exhibits shall govern over the Task Order Agreement.

Section 9. Notices

All notices required or made pursuant to this Task Order by the Construction Manager to the COUNTY shall be in writing and may be given (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by e-mail with a read-receipt to the other party, with a confirmation hard-copy to be mailed via regular United States mail, or (iv) by hand delivery to the appropriate address as herein provided, or (v) by telecopy with confirmation copy to be mailed.

Notices required hereunder shall be directed to the following address:

COUNTY: Pasco County- Facilities Director
Pasco County- Facilities Department
7220 Osteen Road
New Port Richey, FL 34653
Via Email to: ABaxter@pascocountyfl.net

Construction Manager:
Wharton-Smith, Inc.
Attn: NAME
4912 W. LaSalle St.
Tampa, FL 33607
Via E-Mail to:

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 10. Construction Manager's Public Records Obligations

The Construction Manager is responsible for its compliance with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the Construction Manager shall (a) keep and maintain public records required by the County to perform the service under the Task Order; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Task Order term and following completion of the Task Order if the Construction Manager does not transfer the records to the County; and (d) upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Construction Manager. Upon transfer, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this Task Order will become the property of the County. This paragraph shall survive the expiration or termination of this Task Order.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TASK ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRITTANY WINTERS, FACILITIES MANAGEMENT AT (727) 834-3292, EXT. 3919, BWINTERS@PASCOCOUNTYFL.NET 7220 OSTEEN ROAD, NEW PORT RICHEY, FL 34653.

Under Florida law, a Contractor (such as the Construction Manager) who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Task Order and/or the Master Agreement, and may serve as grounds for termination of this Task Order and the Master Agreement accordingly.

Section 11. Nondiscrimination, Equal Employment Opportunity, Americans with Disabilities Act, and E-Verify Program

The Construction Manager shall be responsible for any fines or penalties that may be assessed or imposed on the County as a result of the Construction Manager's non-compliance relating to Work activities performed for this Project.

The Construction Manager warrants and represents that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the Construction Manager's performance under this Task Order on account of race, color, sex, religion, age, handicap, marital status or national origin. The Construction Manager further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Task Order or the Master Agreement.

The Construction Manager shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by the County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Construction Manager shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. ADA compliance relating to the design of the facilities included as part of the overall Project shall be the responsibility of the COUNTY's Design Professional. The Construction Manager also has the responsibility to make sure the construction of the facilities complies with the ADA aspects of the design.

A contractor or consultant, like Construction Manager, entering into a contract with a public entity (such as the COUNTY) is required to be registered with the U.S. Department of Homeland Security's E-Verify System and to utilize it to verify the work authorization status of all newly hired employees throughout the term of the Task Order. The contractor or consultant, or Construction Manager, shall also be required to obtain and retain affidavits from all subcontractors or subconsultants utilized during the Task Order verifying that they do not employ, contract with, or subcontract with any unauthorized aliens as that term is defined in 8 U.S.C.S. 1324a(h)(3). The failure to comply with this requirement constitutes grounds for termination of the Task Order and for such other penalties as provided under section 448.095, Fla. Stat.

If a public employer has terminated a contract with a contractor like Construction Manager for failure to comply with the requirements of the paragraph above, the Construction Manager may not be awarded a public contract for at least one year after the date on which the contract was

terminated.

The COUNTY reserves the right to request verification of compliance from its consultants and contractors like Construction Manager during the term of its contract with the COUNTY and for a period of up to five (5) years thereafter. Should a COUNTY-retained consultant, contractor, and/or its subconsultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant, contractor and/or its subconsultant(s), like Construction Manager, will be solely responsible for the payment of any fines or costs imposed upon the county as a result of such non-compliance. Compliance with this section is mandatory for all projects.

Section 12. Independent Contractor

The Construction Manager is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Construction Manager covenants and agrees that the Construction Manager will conduct business in a manner consistent with that status, that the Construction Manager will not claim to be an officer or employee of the County for any right or privilege applicable to an officer or employee of the County, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

The Construction Manager's staff shall not be considered employees of the County, and the Construction Manager alone shall be responsible for their Work, the direction thereof, and their compensation and benefits of any kind. Nothing in the Task Order Documents shall impose any liability or duty on the County on account of the Construction Manager's acts, omissions, liabilities or obligations of those of any person, firm, company, agency association, corporation, or organization engaged by the Construction Manager as a Subcontractor, expert, Construction Manager, independent contractors, specialist, trainee, employee, servant or agent or for taxes of any nature, including, but not limited to: unemployment insurance; worker's compensation and anti-discrimination, or workplace legislation of any kind. The Construction Manager hereby agrees to indemnify and hold harmless the County against any such liabilities, to the extent they arise from actions directed or taken by the Construction Manager. Tax savings afforded to the County for Direct of Materials shall not be applicable to this section 12.

Section 13. Third Party Beneficiaries

Neither the Construction Manager nor the County intends to directly or substantially benefit a third party by this Task Order. Therefore, the parties agree that there are no third-party beneficiaries to this Task Order and that no third party shall be entitled to assert a claim against either of them based upon this Task Order. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Task Order.

Section 14. Modification

No modification or amendment to the Task Order shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 15. Successors and Assigns

Subject to other provisions hereof, the Task Order shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Contract.

Section 16. Governing Law

The Task Order shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 17. No Waiver

The failure of the COUNTY to enforce at any time or for any period of time any one or more of the provisions of the Task Order shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 18. Each Party May Avail Itself of All Remedies

Each Party may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing. The Party's rights and remedies as set forth in the Task Order Documents are not exclusive and are in addition to any other rights and remedies in law or in equity.

Section 19. Funding Availability Clause

Funding for this Task Order is contingent on the availability of County funds and continued authorization for program activities and the Task Order is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

Section 20. Entire Task Order Agreement

Each of the parties hereto agrees and represents that the Task Order comprises the full and entire agreement between the parties affecting the Work contemplated for the Project, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Task Order.

Section 21. Severability

Should any provision of the Task Order be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 22. Construction

Unless the context of this Task Order otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Task Order refer to this Task Order as a whole and not to any particular provision of this Task Order, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Task Order and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Task Order shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

Section 23 Execution in Counterparts/ Effective Date

This Task Order may be executed in counterparts, the sum of which will be considered an original. An electronic copy of a party's signature will also be treated as an original for purposes of this Task Order. The effective date for purposes of this Task Order shall be considered the date on which the COUNTY executes this Task Order.

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IN WITNESS WHEREOF, the parties have caused this Task Order for RFP-DS-23-076 to be executed by their duly authorized representatives as indicated below.

[SEAL]

ATTEST

COUNTY:
BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

By: _____
Chairman

Date: _____, 20_____

CONSTRUCTION MANAGER:

WHARTON-SMITH, INC.

By: _____

Printed Name:_____

Title:_____

Date: _____, 20_____

_____
Signature of Witness

_____
Print Name of Witness

_____
Signature of Witness

_____
Print Name of Witness

NOTARY ACKNOWLEDGEMENT OF
CORPORATION / LIMITED LIABILITY COMPANY

STATE OF }
}ss
COUNTY OF }

The foregoing instrument was acknowledged before me by means of [check one] [ ] physical presence or [ ] online notarization on this _____ day of _____, 20____, by (Name) _____, who executed the foregoing instrument as (Title) _____, of Wharton-Smith, Inc., a [check one] corporation [ ] limited liability company [ ] organized under the laws of (State)_____, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of, and as the act and deed of said entity, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of said entity, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

Signor is [ ] personally known to me or who has produced _____ as identification.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(***This line is required to be completed by §117.05, F.S.)***

EXHIBIT A - GENERAL TERMS AND CONDITIONS

1. **INTENT OF TASK ORDER DOCUMENTS**.

It is the intent of the Task Order Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Task Order Documents. Any work, materials or equipment that may reasonably be inferred from the Task Order Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Task Order Documents. If the Task Order Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Task Order Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein. Provided, however, in the event the standard specification, manual, code, law or regulation is changed after the GMP Task Order Amendment has been executed by the parties, Construction Manager shall be entitled to a Change Order equitably adjusting the Task Order Amount and/or Contract Time to the extent such change materially impacts the Task Order Time and/or Task Order Amount.

If during the performance of the Work, Construction Manager discovers a conflict, error or discrepancy in the Task Order Documents, Construction Manager immediately shall report same to the COUNTY and the Design Professional in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Design Professional. Prior to commencing each portion of the Work, Construction Manager shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Construction Manager shall carefully compare such measurements and conditions with the requirements of the Task Order Documents, taking into consideration all other relevant information known to Construction Manager, for the purpose of identifying and bringing to the COUNTY's attention all conflicts or discrepancies with the Task Order Documents.

Drawings are intended to show general arrangements, design, and extent of Work, and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Construction Manager shall be required to comply with the provision which is the more restrictive or stringent requirement upon Construction Manager, as determined by the COUNTY. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Task Order Documents.

2. INVESTIGATION AND UTILITIES.

2.1 Construction Manager shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following and subject to Section herein: those affecting transportation, access, legal disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Construction Manager to acquaint itself with any applicable conditions shall not relieve Construction Manager from any of its responsibilities to perform under the Task Order Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2 Construction Manager shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Construction Manager shall contact the COUNTYs of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Construction Manager shall schedule and coordinate its Work around any such relocation or temporary service interruption. Construction Manager shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

2.3 During the performance of the Work, Construction Manager or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Construction Manager is legally liable, causes a disruption to any Utilities service to other facilities or customers within the Project area, Construction Manager shall take all actions necessary and required to immediately restore such Utilities service. If Construction Manager fails to take such immediate actions the COUNTY shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the COUNTY as a result thereof shall be reimbursed to the COUNTY by Construction Manager within five (5) business days of written demand for same from the COUNTY.

3. SCHEDULE.

3.1 The Construction Manager shall prepare and provide the various schedules set forth in Exhibit B to the Task Order.

3.2 The Project Schedule shall be updated by Construction Manager as often as is specified in Exhibit B, Paragraph B, 3.1.1 to the Task Order. The Master Project Schedule and all updates to it shall be subject to the COUNTY's and Design Professional's review and comment.

4. PROGRESS PAYMENTS.

4.1 Construction Manager's monthly Applications for Payment shall be in such form and contain such detail and backup as the COUNTY reasonably may require. Such detail and backup shall include documentation of actual payments made.

4.2 At the time it submits its GMP proposal to the COUNTY, Construction Manager also shall submit to the COUNTY and Design Professional, for their review, a Schedule of Values based upon the GMP proposal. The Schedule of Values will be based on the major items of work. The Schedule of Values will be structured so that the costs of the major items of work can be allocated to the various elements of work. The Schedule of Values will be attached to the GMP Task Order Amendment and shall be used as the basis for Construction Manager's monthly Applications for Payment thereafter. The Schedule of Values shall be updated for the current month Change Orders and Construction Change Directives and submitted each month to Design Professional and the COUNTY along with a completed and notarized copy of the Application for Payment form attached to the Task Order as Exhibit G.

4.3 If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the COUNTY has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the COUNTY's interest therein, all of which shall be subject to the COUNTY's satisfaction.

4.4 Construction Manager shall submit two (2) notarized original copies of its monthly Application for Payment to the COUNTY, or Design Professional as directed by the COUNTY, on a monthly basis. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Within seven (7) calendar days after receipt of each Application for Payment, Design Professional shall, upon request or as directed by the COUNTY, submit to the COUNTY a Certificate for Payment in the amount recommended by Design Professional as being due and owing Construction Manager. The COUNTY shall pay Construction Manager that portion of Design Professional's Certificate for Payment which the COUNTY approves as being due and owing Construction Manager within twenty (20) calendar days of the COUNTY's approval of same. Otherwise, if the COUNTY does not request or direct that Design Professional submit a Certificate for Payment to the COUNTY, within seven (7) calendar days after receipt of each Application for Payment, the COUNTY will issue a Certificate of Payment in the amount due and owing Construction Manager and pay the Construction Manager within twenty (20) calendar days of issuance of the Certificate of Payment.

4.5 In accordance with sections 255.077 and 255.078, Florida Statutes, retainage in the amount of 5% will be withheld from each monthly payment made to Construction Manager. Upon completion of all items on the list of completion as defined by section 255.077, Florida Statutes, Construction Manager may submit a payment request for all remaining retainage withheld by the COUNTY.

4.6 Monthly payments to Construction Manager shall in no way imply approval or acceptance of

Construction Manager's work.

4.7 Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to the Task Order as Exhibit F, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. the COUNTY shall not be required to make payment until and unless these affidavits are furnished by Construction Manager. Further, if Construction Manager is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which the COUNTY has paid Construction Manager, Construction Manager agrees to refund such money to the COUNTY.

5. PAYMENTS WITHHELD.

5.1 Design Professional may, upon request or as directed by the COUNTY, review each Application for Payment submitted by Construction Manager and shall make recommendations to the COUNTY as to the proper amounts, if any, which may be owed Construction Manager under the Application for Payment. If requested or directed by the COUNTY to review such a payment request, Design Professional's payment recommendation shall be evidenced by a Certificate for Payment issued by Design Professional to the COUNTY. All Certificates for Payment are subject to the COUNTY's review and approval. Both Design Professional and the COUNTY shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Manager in an Application for Payment, or rescind any amount previously certified and approved in a Certificate for Payment, and the COUNTY may withhold any payments otherwise due Construction Manager under this Task Order, to the extent it is reasonably necessary, to protect the COUNTY from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Task Order Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against the COUNTY attributable to the negligence of Construction Manager; (c) Construction Manager's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Manager's failure to satisfactorily prosecute the Work in accordance with the requirements of the Task Order Documents; or (g) any other material breach of the requirements of the Task Order Documents by Construction Manager. the COUNTY shall have the right, but not the obligation, to take any corrective action the COUNTY deems appropriate to cure any of the above noted items, at Construction Manager's expense, if Construction Manager has not started with a cure, to the COUNTY's reasonable satisfaction, of any of the above noted items within five (5) working days after Construction Manager's receipt of written notice from the COUNTY.

6. FINAL PAYMENT.

6.1 The COUNTY shall make final payment to Construction Manager in accordance with the Florida Prompt Payment Act, provided the Work is finally accepted by the COUNTY in accordance with Paragraph 24.2 herein, and provided that Construction Manager first, and as an explicit condition precedent to the accrual of Construction Manager's right to final payment, shall have

furnished the COUNTY with a properly executed and notarized final release (conditioned only upon receipt of final payment) in the form of the Release and Affidavit attached to the Task Order as Exhibit F, as well as a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Task Order Documents or the COUNTY. Construction Manager's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Manager against the COUNTY arising out of this Task Order or otherwise relating to the Project, except those identified in writing by Construction Manager as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by the COUNTY shall be deemed to be a waiver of the COUNTY's right to enforce any obligations of Construction Manager hereunder or to the recovery of damages for defective Work not discovered by the COUNTY or Design Professional at the time of final inspection.

6.2 The Task Order will be considered complete when all Work has been completed and accepted by the County. The Construction Manager will then be released from further obligation except as set forth in Paragraph 25, Warranty.

7. SUBMITTALS AND SUBSTITUTIONS.

7.1 Construction Manager shall carefully examine the Task Order Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Manager shall submit all such materials in such form and manner as required by the Task Order Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. The Construction Manager shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to the Design Professional for review and action. Within fourteen (14) days, the Design Professional will transmit them back to the Construction Manager who will then issue the submittals to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. The Construction Manager shall request the Design Professional to make interpretations of the drawings or specifications requested of it by the subcontractors. The Construction Manager shall advise the Design Professional in writing which submittals or requests for clarification have the greatest urgency; the purpose being to enable the Design Professional to prioritize requests coming from the Construction Manager. The Construction Manager shall advise the COUNTY and Design Professional in writing when timely response is not occurring on any of the above.

7.2 Whenever materials or equipment are specified or described in the Task Order Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the COUNTY and Design Professional if sufficient information is submitted by Construction Manager to allow the COUNTY and Design Professional to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by the COUNTY from anyone other than Construction Manager. All such requests, to the extent possible, should be submitted by Construction

Manager to Design Professional prior to the setting of the GMP.

7.3 If Construction Manager wishes to furnish or use a substitute item of material or equipment, Construction Manager shall make application to the COUNTY and the Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Manager's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Task Order Documents (or in the provisions of any other direct contract with the COUNTY for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the COUNTY and the Design Professional in evaluating the proposed substitute. The COUNTY and the Design Professional may require Construction Manager to furnish at Construction Manager's expense additional data about the proposed substitute.

7.4 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Construction Manager may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to the COUNTY and the Design Professional, if Construction Manager submits sufficient information to allow the COUNTY and the Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Task Order Documents. The procedures for submission to and review by the COUNTY and the Design Professional shall be the same as those provided herein for substitute materials and equipment.

7.5 The COUNTY and the Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional and the COUNTY shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without the COUNTY's and Design Professional's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. The COUNTY may require Construction Manager to furnish at Construction Manager's expense a special performance guarantee or other surety with respect to any substitute. The cost of such guarantee would be reimbursable from the Construction Manager's Contingency funds, provided that this cost is presented with the proposed substitute. If the COUNTY rejects the proposed substitute, at the COUNTY's discretion, the COUNTY may require Construction Manager to reimburse the COUNTY for the charges of Design Professional and Design Professional's consultants for evaluating the proposed substitute.

8. PRE-CONSTRUCTION PHASE SERVICES.

8.1 As applicable, Construction Manager shall provide the following review and commentary services, in addition to any other Pre-Construction Phase Services required by the terms of this Task

Order:

8.2 Review, Recommendations and Warranty: The Construction Manager shall familiarize itself thoroughly with all aspects of the plans and specifications for the Project. If applicable, the Construction Manager shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives including assistance to the Design Professional and the COUNTY in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of erection and early completion of the Work. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required. The Construction Manager shall submit to the COUNTY and Design Professional such comments as may be appropriate concerning construction feasibility and practicality. The Construction Manager shall call to the COUNTY's and the Design Professional's attention any defects in the design, drawings and specifications or other documents of which it is aware.

83 Review Reports: If applicable, within twenty-one (21) days after receiving the documents produced by the Design Professional, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph above and on factors set out in Paragraphs 8.4 and 8.5 below. Within the same twenty one (21) day period, the Construction Manager shall submit to the COUNTY, with copies to the Design Professional, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as the Construction Manager may deem appropriate, and all actions taken by the Design Professional with respect to same, any comments the Construction Manager may deem to be appropriate with respect to separating the Work into separate subcontracts, alternative materials, and any other appropriate or required comments.

AS APPLICABLE, AT THE TIME THE GMP IS MUTUALLY ESTABLISHED, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED IN THE GMP TASK ORDER AMENDMENT, THE CONSTRUCTION MANAGER SHALL BE DEEMED TO HAVE WARRANTED TO THE COUNTY, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT WITH EACH OTHER, PRACTICAL, FEASIBLE AND CONSTRUCTABLE. FURTHER, THE CONSTRUCTION MANAGER SHALL BE DEEMED TO HAVE WARRANTED TO THE COUNTY THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTABLE WITHIN THE TASK ORDER TIME.

8.4 Long Lead Procurement: If applicable, the Construction Manager shall review the Project design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and consult with Design Professional concerning same. When each item is identified, the Construction Manager shall notify the subcontractors, the COUNTY and the Design Professional of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. The Construction Manager shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items, and advise the COUNTY and Design Professional of any problems or possible delays in delivery. As part of the Pre-Construction Phase, the Construction Manager shall also identify material or equipment which can be purchased directly by the COUNTY as a tax-exempt sale as a cost saving

measure.

8.5 Interfacing

8.5.1 If applicable, the Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontractors and the general conditions items without duplication or overlap and sequenced to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, its schedule for start and completion and its relationship to the other separate subcontractors.

8.6 Without assuming any design responsibilities of the Design Professional, the Construction Manager shall include in the reports required under Paragraph 8.1 above, comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Design Professional may arrange for necessary corrections.

9. CONSTRUCTION PHASE SERVICES.

Construction Manager shall provide the following services in addition to any other Construction Phase Services required by the terms of this Task Order:

9.1 The Construction Manager shall arrange for all job-site facilities as required by the COUNTY and necessary to enable the Construction Manager and Design Professional to perform their respective duties and to accommodate any representatives of the COUNTY which the COUNTY may choose to have present on the job, the description of such facilities to be finalized prior to the establishment of the GMP.

9.1.1 Tangible personal property, otherwise referred to as job- site facilities, include, but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the Work.

9.1.2 For all such job-site facilities purchased, which may become the property of the COUNTY at the conclusion of the Work, the Construction Manager shall maintain ownership responsibilities of such facilities until final acceptance of the Work.

9.2 The Construction Manager is responsible for proper care and maintenance of all equipment while in its control. The Construction Manager's administration of the Work shall include the following:

9.2.1 Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

9.2.2 Maintain a roster of companies on the Project with names and telephone numbers of

key personnel.

9.2.3 Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

9.2.4 Provide labor relations management for a harmonious, productive Project.

9.2.5 The Construction Manager also shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:

9.2.6 Job Meetings:
Conduct a preconstruction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, Construction Manager shall arrange and conduct regular monthly Project status meetings with the Design Professional and the COUNTY.

9.2.7 Construction Manager shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Construction Manager shall identify the party or parties responsible for following up on any problems, delay items or questions, and Construction Manager shall note the action to be taken by such party or parties. Construction Manager shall revisit each pending item at each subsequent meeting until resolution is achieved. Construction Manager shall attempt to obtain from all present any problems or delaying event known to them for appropriate attention and resolution.

9.2.8 Shop Drawing Submittals: Provide staff to coordinate the review and processing of shop drawings and substitution request supplied by the subcontractor with the Design Professional. Maintain a complete log of all submittal of shop drawings, noting the dates of first submittal and subsequent reviews, re-submittals, and approvals. The Design Professional will review and approve shop drawings and substitution request for substantial conformance with the design concept of the project.

9.2.9 Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for all subcontractors and maintain a material and equipment expediting log.

9.2.10 Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

9.2.11 Document Interpretation: Refer all questions for interpretation of the Task Order

Documents to the Design Professional in writing.

9.2.12 Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to the COUNTY and the Design Professional, including information on subcontractors' Work, and the percentage of completion. Keep a daily log available to the COUNTY, the Design Professional, and any permitting authority inspectors.

9.2.13 Subcontractors Progress: Prepare periodic punch lists for subcontractors' work including unsatisfactory or incomplete items and schedules for their completion.

9.2.14 Substantial Completion: Pursuant to the provisions of Paragraph 23.1 of these General Terms and Conditions, ascertain when the Work or designated portions thereof are ready for the Design Professional's Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Construction Manager and reviewed and supplemented by Design Professional, prepare a schedule for their completion indicating completion dates for the COUNTY's review.

9.2.15 Final Completion: Monitor the subcontractors' performance on the completion of the Work and provide notice to the COUNTY and Design Professional when the Work is ready for final inspection. Secure, review and certify compliance with the Task Order Documents, then transmit to the COUNTY, through the Design Professional, all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, record drawings, and maintenance books.

9.2.16 Start-Up: With the COUNTY's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.

9.2.17 Record Drawings: Pursuant to the terms of Paragraph 10.2 hereafter, the Construction Manager shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by Construction Manager into the final record drawings.

9.3 The Construction Manager shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

9.3.1 Subcontracts and Purchase Orders
9.3.2 Subcontractor Licenses
9.3.3 Shop Drawing Submittal/Approval Logs
9.3.4 Equipment Purchase/Delivery Logs
9.3.5 Contract Drawings and Specifications with Addenda
9.3.6 Warranties and Guarantees
9.3.7 Cost Accounting Records

9.3.8 Labor Costs
9.3.9 Material Costs
9.3.10 Equipment Costs
9.3.11 Cost Proposal Request
9.3.12 Payment Request Records
9.3.13 Meeting Minutes
9.3.14 Cost-Estimates
9.3.15 Bulletin Quotations
9.3.16 Lab Test Reports
9.3.17 Insurance Certificates and Bonds
9.3.18 Contract Changes
9.3.19 Permits
9.3.20 Material Purchase Delivery Logs
9.3.21 Technical Standards
9.3.22 Design Handbooks
9.3.23 "As-Built" Marked Prints
9.3.24 Operating & Maintenance Instruction
9.3.25 Daily Progress Reports
9.3.26 Monthly Progress Reports
9.3.27 Correspondence Files
9.3.28 Transmittal Records
9.3.29 Inspection Reports
9.3.30 Subcontractor Selection Information
9.3.31 Subcontractor Negotiations
9.3.32 Punch Lists
9.3.33 PMIS Schedule and Updates
9.3.34 Suspense (Tickler) Files of Outstanding Requirements
9.3.35 Policy and Procedure Manual

The Project files and records shall be available at all times to the COUNTY and Design Professional or their designees for reference, review, or copying.

9.4 The Construction Manager shall provide the following services with respect to the Work, to facilitate the smooth, successful and timely occupancy of the Project by COUNTY:

9.4.1 The Construction Manager shall provide consultation and project management to facilitate COUNTY's occupancy of the Project and provide transitional services to place the Work "online" in such conditions as will satisfy the COUNTY's operations requirements. The services include the Construction Manager's coordination of the delivery of the COUNTY supplied furniture, fixtures and equipment for the Project.

9.4.2 The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the COUNTY in such a manner as to promote their usability. The Construction Manager shall provide the COUNTY's operations and maintenance personnel with operations and maintenance training

with respect to the equipment and systems being provided as part of the Work. This training may be videotaped by the COUNTY for subsequent presentation to the COUNTY's operations and maintenance personnel.

9.4.3 The Construction Manager shall secure required guarantees and warranties and shall assemble and deliver same to the COUNTY in the manner required by the COUNTY.

9.4.4 Construction Manager shall be responsible for material and equipment shipment, handling, inspection, storage, and protection (including any required maintenance) during the execution of the Work within each Phase, until each Partial Substantial Completion is reached, respectively.

10. DAILY REPORTS, RECORD CONTRACT DOCUMENTS, AND MEETINGS.

Construction Manager shall prepare, maintain, and submit to Design Professional and the COUNTY, for their review and approval, the various logs, reports, and schedules set forth in Exhibit B to the Task Order. The Construction Manager's complete performance of its obligation to prepare, maintain and submit those logs, reports, and schedules is a condition precedent to the COUNTY's obligation hereunder to make payments of the Construction Manager's Fee to Construction Manager. These logs, reports and schedules shall not constitute nor take the place of any notice required to be given by Construction Manager to the COUNTY or Design Professional pursuant to the Task Order Documents.

10.1 Construction Manager shall maintain in a safe place at the Project site one record copy and one permit set of the Task Order Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Design Professional, in good order and annotated to show all changes made during construction. The record Task Order Documents shall be updated by Construction Manager throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Manager shall certify the accuracy of the updated record Contract Documents. As a condition precedent to the COUNTY's obligation to pay the Construction Manager's Fee, Construction Manager shall provide evidence, satisfactory to the COUNTY and Design Professional, that Construction Manager is fulfilling its obligation to update the record Task Order Documents. All buried and concealed items, within the Project site, shall be accurately located on the record Task Order Documents as to depth and in relationship to not less than two (2) permanent features. The record Task Order Documents shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Task Order Documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the COUNTY and Design Professional for reference. Upon completion of the Work and as a condition precedent to Construction Manager's entitlement to final payment, the record Task Order Documents, samples and shop drawings shall be delivered to Design Professional by

Construction Manager for the COUNTY.

10.2 Construction Manager shall advise the COUNTY, its representatives, and Design Professional of their requested or required participation in any meeting or inspection giving each at least one calendar week's written notice unless such notice is made impossible by conditions beyond the Construction Manager's fault and control, in which case at least 48 hours' prior written notice must be given.

11. TASK ORDER TIME AND TIME EXTENSIONS.

11.1 Construction Manager shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Construction Manager or anyone for whom the Construction Manager is liable. Unless expressly noted otherwise in the Task Order Documents, the Construction Manager shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Task Order Documents, and the coordination of the COUNTY's suppliers and contractors as set forth in Section 15 herein.

11.2 Should the Construction Manager be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Manager, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, pandemics, quarantine regulation, strikes, lockouts, utility work being performed within the project limits by local government agencies, or by, unusually severe weather conditions by comparison with the ten-year Pasco County, Florida, average not reasonably anticipatable, Construction Manager shall be entitled to an extension of time only provided that it shall notify the COUNTY and the Design Professional in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Construction Manager may have had to request a time extension.

11.3 If the Construction Manager encounters on the Project site any materials reasonably believed by the Construction Manager to be petroleum or petroleum-related products or other hazardous or toxic substances which have not been rendered harmless, the Construction Manager immediately shall (i) stop Work in the area affected and (ii) report the condition to the COUNTY in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Task Order Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by the Construction Manager or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Task Order Time and Construction Manager shall indemnify and defend the COUNTY and hold the COUNTY harmless for any costs incurred by the COUNTY with respect to such hazardous material.

11.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the COUNTY and Design Professional may be responsible, in whole or in part, shall relieve Construction Manager of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. Construction Manager expressly acknowledges and agrees that it shall receive no damages for concurrent delays. Construction Manager's sole remedy, if any, against the COUNTY for any concurrent delays will be the right to seek an extension to the Task Order Time. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of the COUNTY or anyone for whom the COUNTY is liable, including Design Professional, for a cumulative period of more than thirty (30) days over the life of the Project, Construction Manager shall be entitled to its reasonably direct costs associated with said delay as well as an extension of the Task Order Time from the COUNTY. In no event shall either party be liable whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration (unless otherwise directed in writing by COUNTY), soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

12. CHANGES IN THE WORK.

12.1 The COUNTY shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless the COUNTY has agreed in writing to a longer period of time), the Construction Manager shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by the COUNTY or the Design Professional, no addition or changes to the Work shall be made except upon written order of the COUNTY, and the COUNTY shall not be liable to the Construction Manager for any increased compensation or adjustment to the Task Order Time without such written order. No officer, employee, or agent of the COUNTY is authorized to direct any extra or changed work orally.

12.2 A Change Order, in the form attached as Exhibit H to the Task Order, shall be prepared by the Construction Manager, reviewed by the Design Professional if requested by the COUNTY and the COUNTY, and executed promptly by the parties after an agreement is reached between the Construction Manager and the COUNTY concerning the requested changes. The Construction Manager shall promptly perform changes authorized by duly executed Change Orders. The Task Order Amount and Task Order Time shall be adjusted in the Change Order in the manner as the COUNTY and the Construction Manager shall mutually agree.

12.3 If the COUNTY and the Construction Manager are unable to agree on a Change Order for the requested change, the Construction Manager shall, nevertheless, promptly perform the change as directed by the COUNTY in a written Construction Change Directive. In that event, the Task Order Amount and Task Order Time shall be adjusted as directed by the

COUNTY. If the Construction Manager disagrees with the COUNTY's adjustment determination, Construction Manager must make a claim pursuant to Section 14 of these General Conditions or else be deemed to have waived any claim it might otherwise have had on that matter.

12.4 In the event a requested change is approved by the COUNTY which results in either an increase or decrease to the Task Order Amount, a Change Order shall be issued which increases or decreases the GMP by the amount of Construction Manager's actual and reasonable direct Cost of the Work. The Construction Manager shall be entitled to receive an increase in the amount of fifteen percent (15%) of the change in the Cost of the Work for compensation for General Conditions (which includes insurance and bond cost), and additional Task Order Time when the Scope of Work is increased or extended in accordance with the Change Order process. The Construction Manager's compensation for General Conditions and Task Order Time shall be reduced when the Scope of Work is decreased in accordance with the Change Order process so as to result in an actual reduction of General Conditions costs. The Construction Manager shall provide written documentation justifying a change in compensation and time to the COUNTY within thirty (30) days of the occurrence of the event, giving rise to such request.

12.5 The COUNTY shall have the right to conduct an audit of Construction Manager's books and records, as well as those of its subcontractors and suppliers, to verify the accuracy of Construction Manager's claim with respect to Construction Manager's costs associated with any Change Order or Construction Change Directive.

12.6 With the concurrence of the COUNTY, Design Professional may direct Construction Manager to make nonmaterial changes to the Work, so long as such changes do not require or result in any adjustment to the Task Order Amount, Task Order Time or Project quality, and are generally within the scope of the Work. All such changes must be evidenced by a written order from Design Professional to Construction Manager, with a copy to the COUNTY. Construction Manager shall comply with all such orders.

12.7 The Construction Manager shall have a Direct Purchase program in place that the COUNTY can utilize at its convenience during the duration of the Project. In the event COUNTY elects to make any purchases of materials directly (Direct Purchases) which currently reside within the GMP, the parties shall execute a Change Order deducting said amount, plus any applicable sales tax paid by COUNTY from the GMP, but hereby expressly agree that in no way shall said Change Order result in any decrease of Construction Manager's Fee or General Conditions Costs.

13. CHANGED CONDITIONS

13. 1 Notwithstanding anything in the Task Order Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Task Order Documents or (ii)unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the

character provided for in the Task Order Documents, and which reasonably should not have been discovered by the Construction Manager as part of its scope of site investigative services required pursuant to the terms of the Task Order Documents, then the Construction Manager shall provide the COUNTY with prompt written notice thereof before conditions are disturbed and in no event later than seven (7) calendar days after first observance of such conditions. the COUNTY and the Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Construction Manager's cost of, or time required for, performance of any part of the Work, the COUNTY will acknowledge and agree to an equitable adjustment to the Task Order Amount or Task Order Time, or both, for such Work. If the COUNTY determines that the conditions at the site are not materially different from those indicated in the Task Order Document or not of an unusual nature or should have been discovered by the Construction Manager as part of its investigative services, and that no change in the terms of the Task Order is justified, the COUNTY shall so notify Construction Manager in writing, stating its reasons. Claims by Construction Manager in opposition to such determination by the COUNTY must be made within seven (7) calendar days after Construction Manager's receipt of the COUNTY's written determination notice. If the COUNTY and Construction Manager cannot agree on an adjustment to the Task Order Amount or Task Order Time, the parties shall comply with the dispute resolution procedure set forth in the Task Order Documents.

14. CLAIMS AND DISPUTES.

14.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Task Order Documents.

14.2 Initial notice of Claims by Construction Manager shall be made in writing to the COUNTY within seven (7) calendar days after the first day of the event giving rise to such Claim or else Construction Manager shall be deemed to have waived the Claim. Written supporting data shall be submitted to the COUNTY within thirty (30) calendar days after the occurrence of the event, unless the COUNTY grants additional time in writing, or else Construction Manager shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Paragraph 12.4 hereof.

14.3 Construction Manager shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending Claim, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments in accordance with the Task Order Documents during the pendency of any Claim.

14.4 Prior to the initiation of any action or proceeding permitted by this Task Order to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. As a condition precedent to the initiation by the Construction Manager of any claim against the County through administrative proceedings or in arbitration, or to the filing of any action in law or equity against the County, the Construction Manager shall, at least sixty (60) days in advance

thereof, provide Notice to the County of its intent to pursue said claim, and for a period not less than fifteen (15) days during the first (45) days following the date of the Notice, deliver to the at the Office of the County Attorney in New Port Richey, Florida, for inspection and copying, the original books and records in the possession or control of the Construction Manager which may be related, directly or indirectly to the claim or action, regardless of whether the COUNTY has affirmatively and expressly requested the same. The COUNTY reserves the right to request additional documentation relating to the claim or action based on its review of the books or records produced. In lieu of delivering the original books and records, the Construction Manager may, at its own expense, deliver to said Office of the County Attorney complete and legible photocopies of all such original books and records within thirty (30) days of the date of the Notice, however, nothing herein shall be construed to curtail the rights of the County to, *inter alia*, inspection and copying under the Public Records Law provision of this Task Order.

14.5 Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The costs of the mediation shall be equally divided between the COUNTY and the Construction Manager. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

14.6 This Task Order shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any litigation between the COUNTY and Construction Manager (which term for the purposes of this subparagraph shall include the Construction Manager's surety), whether arising out of any Claim or arising out of the Task Order or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and the COUNTY and the Construction Manager each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the COUNTY and Construction Manager shall lie and be only in the appropriate State courts of the State of Florida's Sixth Judicial Circuit in and for Pasco County, Florida (West Pasco Judicial Center) and the United States District Court in and for the Middle District of Florida – Tampa Division (Federal court matters). Construction Manager consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14.7 In consideration of the Construction Manager's waiver of its right to claim Consequential Damages from the COUNTY other than those specifically provided for under Section 11.4 of Exhibit A of the Task Order, the COUNTY agrees that, specifically liquidated damages claims, this Task Order, the Construction Manager's liability for Consequential Damages shall not exceed One Million Dollars ($1,000,000.00). Consequential Damages includes, but is not limited to, special damages for rental expenses, loss of use, income, profit, financing, business and reputation, loss of management or employee productivity, losses of financing and business reputation.

15. OTHER WORK.

15.1 The COUNTY may perform other work related to the Project at the site by the COUNTY's own forces, have other work performed by a utility authorized by the COUNTY or let other direct contracts. If the fact that such other work is to be performed is not noted in the Task Order Documents, written notice thereof will be given to Construction Manager prior to starting any such other work. If Construction Manager believes that such performance will involve additional expense to Construction Manager or require additional time, Construction Manager shall send written notice of that fact to the COUNTY and Design Professional within seven (7) calendar days of being notified of the other work. If Construction Manager fails to send the above required seven (7) calendar days' notice, Construction Manager will be deemed to have waived any rights it otherwise may have had to seek an extension to the Task Order Time or adjustment to the Task Order Amount.

15.2 Construction Manager shall afford each utility the COUNTY authorizes and other contractor who is a party to such a direct contract with the COUNTY (or the COUNTY, if the COUNTY is performing the additional work with the COUNTY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Construction Manager shall be responsible for all damage to the work of others caused by the performance of its Work. Further, Construction Manager shall not in any way cut or alter the work of others without first receiving the written consent of that other person and the COUNTY.

15.3 If any part of Construction Manager's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Construction Manager shall inspect and promptly report to the COUNTY in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within seven (7) calendar days of the time Construction Manager first became aware of the delay, defect or deficiency or by the scheduled commencement of Construction Manager's dependent Work, whichever occurs first. Construction Manager's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with Construction Manager's Work.

16. INSURANCE.

16.1 During the term of this Task Order Construction Manager shall provide, pay for, and maintain, with companies satisfactory to the COUNTY, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of this Task Order by Construction Manager, Construction Manager has delivered to the COUNTY properly executed Certificates of Insurance (on the modified ACCORD form attached as Exhibit M to the Task Order) evidencing the fact that Construction Manager has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required may be reviewed by the COUNTY, on a timely

basis, if requested by the COUNTY. These Certificates and policies shall contain provisions that thirty (30) calendar days written notice shall be given the COUNTY of any cancellation, or intent not to renew. Construction Manager shall also notify the COUNTY, in a like manner, within two (2) calendar days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Construction Manager from its insurer, and nothing contained herein shall relieve Construction Manager of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Construction Manager shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of Construction Manager shall be primary to any insurance or self-insurance program carried by the COUNTY.

16.2 All insurance policies required by this Task Order shall include the following provisions and conditions by endorsement to the policies:

16.2.1 The term "County Commissioners of Pasco County Florida" shall include the Board of County Commissioners of Pasco County, a political subdivision of the State of Florida and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of Pasco County.

16.2.2 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by Construction Manager to meet the requirements of the Master Agreement and this Task Order shall name the County Commissioners of Pasco County, Florida, as that name is defined in subparagraph 16.2.1, above, as an additional insured as to the operations of Construction Manager under the Task Order Documents and shall contain a severability of interests provision. Such policies shall also list the COUNTY as a certificate holder.

16.2.3 Companies issuing the insurance policy or policies shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Construction Manager.

16.2.4 All insurance coverages of Construction Manager shall be primary to any insurance or self-insurance program carried by the COUNTY applicable to this Task Order, and the "Other Insurance" provisions of any policies obtained by Construction Manager shall not apply to any insurance or self-insurance program carried by the COUNTY applicable to this Task Order, provided the COUNTY has modified their coverage on an excess basis.

16.2.5 The Certificates of Insurance, which are to be provided pursuant to paragraph 16.1 above, must identify the Master Agreement and this Task Order, and be on the form attached as Exhibit M.

16.2.6 All insurance policies shall be fully performable in Pasco County, Florida, and shall

be construed in accordance with the laws of the State of Florida.

16.2.7 All insurance policies to be provided by Construction Manager pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Pasco County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Pasco County, Florida or the United States District Court in and for the Middle District of Florida – Tampa Division for a federal claim.

16.3 The acceptance by the COUNTY of any Certificate of Insurance pursuant to the terms of this Task Order evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the COUNTY that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Master Agreement and this Task Order.

16.4 Before starting and until completion of all Services required hereunder, Construction Manager shall procure and maintain insurance of the types and to the limits specified in Exhibit E, "Insurance Coverage," which is attached hereto and made a part hereof Construction Manager shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work or services, insurance of the types and to the limits specified in Exhibit E, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by the COUNTY.

16.5 If any insurance provided pursuant to the Master Agreement and/or this Task Order expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by the COUNTY, certified, true copies of the renewal binders , may be viewed by the COUNTY prior to the date of expiration.

16.6 Should at any time Construction Manager not maintain the insurance coverages required in this Task Order, the COUNTY may, with thirty (30) days written notice, cancel the Task Order and any Work Authorizations issued pursuant to the Task Order or at its sole discretion shall be authorized to purchase such coverages and charge Construction Manager for such coverages purchased. If Construction Manager fails to reimburse the COUNTY for such costs within thirty (30) calendar days after demand, the COUNTY has the right to offset these costs from any amount due Construction Manager under this Task Order. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of the COUNTY to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Task Order.

16.7 All insurance companies from whom Construction Manager obtains the insurance policies required hereunder must meet the following minimum requirements:

16.7.1 The insurance company must be duly licensed and authorized by the Department of

Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

16.7.2 The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Task Order.

16.7.3 The insurance company must have an A. M. Best policyholder rating of either "A+", "A", or "A-".

16.7.4 The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

16.8 Builder's Risk Insurance, on all risk completed value form, shall be provided by the Construction Manager (unless the COUNTY at its sole discretion provides coverage) on the Project in an amount to be approved by the COUNTY not to exceed the Task Order Agreement, with the COUNTY, Construction Manager and Design Professional as named insures and including the interest of the subcontractors and sub- subcontractors as their interest may appear. The COUNTY, at its discretion, may require that the perils of earthquake, sinkhole and flood be added to the Builder's Risk policy. If added, the amounts of coverage may be less than the Task Order Agreement. Any deductibles under the Builder's Risk policy shall be the sole responsibility of the Construction Manager (or the COUNTY if they provide such coverage) and shall be adjusted with the COUNTY with the cooperation of the Construction Manager with the claim check made payable to the COUNTY for its own interest and the interest of the Construction Manager and all other insured parties. Subrogation rights of the insurance company against the COUNTY, Construction Manager, and all subcontractors and sub-subcontractors, and any other parties may be insured under the Builder's Risk coverage, shall be waived by the insurance company. In the event of a loss covered by the Builder's Risk policy, the GMP shall be increased by the amount of the policy payment, unless the COUNTY retains a third party to rebuild the damaged work.

17. WAIVER OF SUBROGATION.

17.1 The Construction Manager agrees to waive all rights of subrogation against the COUNTY and the Design Professional, and the board members, directors, officers, agents, employees, subconsultants and subcontractors of any of them, for damages or injuries caused by perils covered by any insurance maintained by a party hereunder. Unless prohibited by law, Construction Manager, the COUNTY, and the board members, directors, officers, agents, employees, subconsultants and subcontractors of any of them hereby waive all rights of subrogation against each other, for damages or injuries caused by perils covered by any insurance maintained by a party hereunder. The waivers provided hereunder shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

If any policies of insurance referred to in this Section require an endorsement to provide any waiver of subrogation referenced above, the owners of such policies will cause them to be so endorsed.

18. **INDEMNIFICATION.**

18.1 In return for consideration, the receipt of which is acknowledged, in accordance with the applicable provisions of Chapter 725, Florida Statutes, the Construction Manager shall indemnify and hold harmless the COUNTY and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees at both trial and on appeal, as well as court costs, whether resulting from any claimed breach of this Task Order by Construction Manager or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager or anyone employed or utilized by the Construction Manager in the performance of this Task Order. Construction Manager's obligation to indemnify under this Section 18 will survive the expiration or earlier termination of this Task Order until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

19. **CLEANUP AND PROTECTIONS.**

19.1 Construction Manager agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. If Construction Manager fails to keep the Project site clean, the COUNTY has the right, after providing a twenty-four (24) hour written notice, to perform any required clean up and to back charge the Construction Manager for the costs of such clean up. At the completion of the Work, Construction Manager shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by the COUNTY.

19.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Task Order Documents to be removed or altered, shall be protected by Construction Manager from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Manager to condition at least equal to that existing at the time of Construction Manager's commencement of the Work.

20. **ASSIGNMENT.**

20.1 Construction Manager shall not assign this Task Order or any part thereof, without the prior consent in writing of the COUNTY. If Construction Manager does, with approval, assign this Task Order or any part thereof, it shall require that its assignee be bound to it and to assume toward Construction Manager all of the obligations and responsibilities that Construction

Manager has assumed toward the COUNTY. Any assignment of the Task Order without the prior approval of the COUNTY shall be considered unenforceable and will constitute a material breach of the Task Order that may result in the termination of the Task Order. The COUNTY may require bonding, other security, certified financial statements and tax returns from any proposed assignee and the execution of an assignment/ assumption agreement in a form satisfactory to the County Attorney as a condition precedent to considering approval of an assignment.

21. PERMITS, LICENSES AND TAXES.

21.1 All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Construction Manager. Permits and licenses to be acquired by Construction Manager with the assistance of Design Professional include, but are not limited to, building, site, and utility permits, as well as all Health Department and environmental permits required for the construction or relocation of Pasco County water and/or sanitary sewer lines and facilities, to the extent such water and/or sewer work is included in this Task Order. If Construction Manager performs any Work without obtaining, or contrary to, such permits or licenses, Construction Manager shall bear all costs arising therefrom. All costs incurred by Construction Manager with respect to performing its obligations under this Paragraph 21.1 shall be considered a direct cost item and shall be considered reimbursable as Cost of the Work as provided for in the Task Order. The COUNTY shall fully cooperate with the Construction Manager where necessary.

21.2 Construction Manager shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Additionally, Construction Manager shall comply with and fully implement the sales tax savings program with respect to the Work.

22. TERMINATION FOR DEFAULT.

22.1 Construction Manager shall be considered in material default of the Task Order and such default shall be considered cause for COUNTY to terminate the Contract, in whole or in part, as further set forth in this Article if, after written notice to Construction Manager and reasonable opportunity to cure or commence to cure, Construction Manager: (1) fails to begin the Work under the Task Order Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the COUNTY or the Design Professional or as provided for in the approved Master Project Schedule; or (3) performs the Work not in conformance with the Task Order Documents or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Contract; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers after COUNTY has properly and timely paid Construction

Manager; or (11) materially breaches any other provision of the Task Order Documents.

22.2 If the COUNTY determines that Construction Manager is in default under this Task Order, the COUNTY shall notify Construction Manager in writing of Construction Manager's default(s). If the COUNTY determines that Construction Manager has not begun cure of the default(s) within five (5) working days following receipt by Construction Manager of said written notice, then the COUNTY, at its option, without releasing or waiving its rights and remedies against Construction Manager's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Construction Manager's right to proceed under the Contract, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Construction Manager, take assignments of any of Construction Manager's subcontracts and purchase orders that the COUNTY may designate, and complete all or any portion of Construction Manager's Work by whatever means, method or agency which the COUNTY, in its sole discretion, may choose. In making either the initial determination that Construction Manager is in default under this Task Order or the subsequent determination that Construction Manager has failed to satisfactorily cure its default, the COUNTY may rely solely upon the Design Professional's certification to the COUNTY that in the Design Professional's opinion the Construction Manager is in default or has failed to satisfactorily cure its default.

22.3 If the COUNTY deems any of the foregoing remedies necessary, Construction Manager agrees that it shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the COUNTY incident to such completion, shall be deducted from the unpaid balance of the Task Order Amount, and if such expenditures exceed the unpaid balance of the Task Order Amount, Construction Manager agrees to pay promptly to the COUNTY on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Task Order Amount exceeds all such costs, expenditures and damages incurred by the COUNTY to complete the Work, Construction Manager shall not be entitled to any portion of such excess, except for the unpaid portion of the Construction Manager's Fee earned and the Cost of Work incurred prior to Construction Manager's right to continue performance under this Task Order being terminated. Any amounts to be paid to the COUNTY by Construction Manager pursuant to this Paragraph 22.3 shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.

22.4 The liability of Construction Manager hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by COUNTY in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items or re-letting the Work, and in settlement, discharge or compromise

of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event COUNTY has exercised its right to terminate due to Construction Manager's default, Construction Manager shall be prohibited from bidding or otherwise seeking additional work from COUNTY in accordance with COUNTY's then current debarment policy.

22.5 If, after notice of termination of Construction Manager's right to proceed pursuant to this Section, it is determined for any reason that Construction Manager was not in default, or that its default was excusable, or that COUNTY is not entitled to the remedies against Construction Manager provided herein, then such termination shall be deemed a termination for the COUNTY's convenience and Construction Manager's remedies against the COUNTY shall be the same as and limited to those afforded Construction Manager under Paragraph 23.1 below. However, the prohibition from bidding or otherwise seeking additional work from the COUNTY in Section 22.4 above shall not be applicable in the event a Termination for Cause is converted to a Termination for Convenience.

23. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

23.1 The COUNTY shall have the right to terminate this Task Order without cause upon fourteen (14) calendar days' written notice to Construction Manager. In the event of such termination for convenience, Construction Manager's recovery against the COUNTY shall be limited to that portion of the Task Order Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Construction Manager shall not be entitled to any other or further recovery against the COUNTY, including, but not limited to, damages or any anticipated profit on portions of the Work not performed. The COUNTY shall have the right to suspend all or any portions of the Work upon giving Construction Manager fourteen (14) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Construction Manager shall be entitled to reasonable costs, expenses and time extension associated with the suspension. If the ordered suspension exceeds ninety (90) calendar days, Construction Manager shall have the right to terminate the Task Order in which case Construction Manager shall be entitled to recovery as set forth above in Section 22.1 with respect to that portion of the Work which is subject to the ordered suspension.

24. COMPLETION.

24.1 If the Project will consist of a number of Phases, it is anticipated that the term "Partial Substantial Completion" for purposes of this Task Order will be the date of Partial Certificate of Completion (PCO) per Phase issued in full or in part by the authority having jurisdiction. If the CO is delayed for any reason beyond the control of the Construction Manager, then the date of Substantial Completion will be the stage in the progress of the Work when the Work or designated portion thereof (Phase) is sufficiently complete in accordance with the Task Order Documents so that the COUNTY can occupy or utilize any part of the Work for its intended use.

24.2 When the entire Work (or any portion/Phase thereof designated in writing by the COUNTY) is ready for its intended use, the Construction Manager shall notify the COUNTY and the Design Professional in writing that the entire Work (or such designated portion/Phase) is substantially complete and said written notice from the Construction Manager shall include a proposed punch list of all items of Work to be completed or corrected by Construction Manager. Within a reasonable time thereafter, the COUNTY, the Construction Manager and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the COUNTY and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Construction Manager in writing giving the reasons, therefore. In such case, Construction Manager shall pay the costs of all additional Partial Substantial Completion inspections. If the COUNTY and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Construction Manager a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Manager and include a final punchlist of items to be completed or corrected by Construction Manager before final payment. Failure to include an item on the final punch list does not waive the COUNTY's right to demand completion of the item pursuant to the Task Order Documents prior to or after final payment. Notwithstanding the foregoing, the COUNTY and Design Professional will use their best efforts to develop an initial complete and accurate punch list. the COUNTY shall have the right to exclude Construction Manager from the Work and Project site (or designated portion thereof) after the date of Substantial Completion (or Partial Substantial Completion), but the COUNTY shall allow Construction Manager reasonable access to complete or correct items on the final punch list.

24.3 When Construction Manager believes it has fully performed all of the Work, including all punch list items, Construction Manager shall deliver to the COUNTY a written affidavit from Construction Manager certifying that all Work has been completed in accordance with the requirements of the Task Order Documents. That written affidavit shall be delivered to the COUNTY by Construction Manager at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and the COUNTY shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by the COUNTY. If the COUNTY and Design Professional determine Construction Manager has completed the entire Work, Design Professional shall promptly issue a final Certificate for Payment, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Task Order Documents; (ii) the final balance due Construction Manager, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Construction Manager's entitlement to final payment have been satisfied. For purposes of securing final payment (including retainage), Construction Manager shall timely thereafter submit: (1) the final Release and Affidavit in the form attached to the Task Order as Exhibit F, (2) consent of surety to final payment, and (3) if required by the COUNTY, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Task Order

Documents, to the extent and in such form as may be designated by the COUNTY. The COUNTY reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Design Professional may have issued its recommendations. Until the Construction Manager completes all of its contractual obligations, with the exception of the Warranty period, neither the final payment nor any retainage shall become due and payable.

25. **WARRANTY**

The Construction Manager warrants to the COUNTY that all materials and equipment furnished under this Task Order will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Task Order Documents. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Construction Manager shall obtain and assign to the COUNTY all express warranties given to Construction Manager by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Construction Manager expressly warrants to the COUNTY that all materials and equipment to be incorporated into the Work shall be new unless otherwise specified. Further, Construction Manager expressly warrants to the COUNTY that all Work shall be of good quality, free from all defects and in conformance with the Task Order Documents.

Construction Manager further warrants to the COUNTY that all materials and equipment furnished under the Task Order Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Task Order Documents. Further, any special warranty to be provided will be in such form as is acceptable to the COUNTY and shall not include any exclusions, exceptions or modifications except to the extent approved by the COUNTY in its sole discretion. In addition to all other rights and remedies available to the COUNTY at law or in equity, including any implied warranties the COUNTY may be entitled to as a matter of law, Construction Manager expressly warrants to the COUNTY that it shall promptly correct, upon receipt of written notice from the COUNTY, any portion of the Work subject to a Partial Certificate of Completion which is found to be defective or otherwise not in conformance with the requirements of the Task Order Documents until final acceptance of the Project is achieved.

In the event that any defective or non-conforming work is deemed by the COUNTY in its sole discretion to present an immediate threat to safety or security, the COUNTY shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Manager shall reimburse the COUNTY for all costs and expenses incurred by the COUNTY in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Task Order Documents) commencing from the date the date a Partial Certificate of Completion for each Phase is achieved, except for all such systems, materials or equipment that are operationally interconnected with, overlap or are required for the completion of another Phase or final Substantial Completion of the Project, in which instance the warrant shall begin for those items on the final Completion Date for the Project. With respect to the correction of any defective or nonconforming Work, Construction Manager shall be liable for all damage to any part of the Work itself and to any adjacent property

which is caused by such corrective work. Contingency Funds may be utilized to correct such damage provided that damage was not caused by gross negligence on the part of the Construction Manager. Construction Manager shall conduct, jointly with the COUNTY and Design Professional, a warranty inspection at six (6) months and eleven (11) months after the date Substantial Completion of the entire Project is achieved. Construction Manager's warranty excludes remedy for damage or defect caused by the COUNTY's abuse, modifications not performed by Construction Manager, improper or insufficient maintenance by the COUNTY (unless such maintenance was performed in accordance with the directions from Construction Manager), improper operation by the COUNTY (unless such operations were performed in accordance with the directions from Construction Manager), or normal wear and tear under normal usage.

The COUNTY reserves the right, if it discovers an error in the partial or final estimates, or if it discovers that the Construction Manager performed defective work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or his surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials. Construction Manager shall retain all records pertaining to the project for a period of five years from the date of the COUNTY's final acceptance of the project. Upon request, Construction Manager shall make all such records available to the COUNTY or its representative. For the purpose of this Article, records include all books of account, supporting documents, and papers that the COUNTY deems necessary to ensure compliance with the Task Order provisions.

26. **TESTS AND INSPECTIONS.**

a. The COUNTY, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Construction Manager shall provide proper, safe conditions for such access. Construction Manager shall provide Design Professional with timely prior written notice (at least 48 hours) of the readiness of the Work for all required inspections, tests or approvals.

b. If the Task Order Task Order Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Construction Manager shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the COUNTY and Design Professional. Cost of these inspections shall be included in Cost of Work.

c. If any Work that is to be inspected, tested or approved pursuant to the Task Order Task Order Documents is covered without such inspection, testing or approval having been satisfactorily obtained by Construction Manager and without obtaining the written concurrence from The COUNTY or Design Professional, such Work must, if requested by the COUNTY or Design Professional, be uncovered for observation. Such uncovering shall be at Construction Manager's expense unless Construction Manager has given The COUNTY or Design Professional 48 hours written notice of Construction Manager's intention to cover the same

and has requested written concurrence by the COUNTY or Design Professional and the COUNTY or Design Professional has not acted with reasonable promptness to respond to such notice and request. If any Work is covered contrary to written directions from the COUNTY or Design Professional, such Work must, if requested by the COUNTY or Design Professional, be uncovered for the COUNTY or Design Professional's observation and be replaced at Construction Manager's sole expense.

d. The COUNTY shall charge to Construction Manager and may deduct from any payments due Construction Manager all engineering and inspection expenses incurred by COUNTY in connection with any overtime work unless such overtime work was expressly requested by the Construction Manager. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday, or holidays, and as COUNTY and Construction Manager recognize that time is of the essence for this Task Order, therefore substantial overtime work is anticipated on this Project. Neither observations by Design Professional or COUNTY, nor inspections, tests or approvals by others shall relieve Construction Manager from Construction Manager's obligations to perform the Work in accordance with the Task Order Documents.

e. Construction Manager is responsible, without reimbursement from the COUNTY, for re-inspection fees and costs; to the extent such re-inspections are due to negligence of Construction Manager.

27. DEFECTIVE WORK

27.1 Work not conforming to the requirements of the Task Order Documents shall be deemed defective Work. If required by the COUNTY or Design Professional, Construction Manager shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by the COUNTY or Design Professional, remove it from the site and replace it with non-defective Work. In the event the Work is deemed defective, for any reason other than the negligence of the Construction Manager, or its subcontractors; then the Construction Manager shall be entitled to use the Contingency to remove the Work and replace it with non-defective Work.

27.2 If the COUNTY or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Construction Manager, at Design Professional's or the COUNTY's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the COUNTY or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Construction Manager shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the COUNTY shall be entitled to an appropriate decrease in the Task Order Amount. If, however, such Work is not found to be defective, Construction Manager shall be allowed an increase in the Task Order Amount and/or an extension to the Task Order Time, directly attributable to such

uncovering, exposure, observation, inspection, testing and reconstruction.

27.3 The COUNTY shall have the right to order Construction Manager to stop all or any portion of the Work if at any time the COUNTY reasonably determines that Construction Manager's performance of the Work is not in compliance with the requirements of the Task Order Documents. Such noncompliance shall include, but is not limited to, Construction Manager's failure to provide adequate labor, materials or equipment to satisfactorily maintain the various Project schedules. This right to stop the Work shall be exercised, if at all, solely for the COUNTY's benefit and nothing herein shall be construed as obligating the COUNTY to exercise this right for the benefit of Construction Manager or any other person.

27.4 Should the COUNTY determine, at its sole opinion, it is in the COUNTY's best interest to accept defective Work, the COUNTY may do so. Construction Manager shall bear all direct, indirect and consequential costs attributable to the COUNTY's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Task Order Documents and reflecting an appropriate decrease in the Task Order Amount. If the COUNTY accepts such defective Work after final payment, Construction Manager shall promptly pay the COUNTY an appropriate amount determined by the COUNTY to adequately compensate the COUNTY for its acceptance of the defective Work. If Construction Manager fails, within a reasonable time after the written notice from COUNTY or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by COUNTY or Design Professional, or if Construction Manager fails to perform the Work in accordance with the Task Order Documents, or if Construction Manager fails to comply with any of the provisions of the Task Order Documents, COUNTY may, after seven (7) calendar days' written notice to Construction Manager, correct and remedy any such deficiency, to the extent necessary to complete corrective and remedial action, COUNTY may exclude Construction Manager from any or all of the Project site, take possession of all or any part of the Work, and suspend Construction Manager's services related thereto, take possession of Construction Manager's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which COUNTY has paid Construction Manager but which are stored elsewhere. Construction Manager shall allow COUNTY, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable COUNTY to exercise the rights and remedies under this Paragraph. All direct, indirect and consequential costs of COUNTY (up to a cumulative maximum amount less than or equal to the Construction Manager's Fee) in exercising such rights and remedies shall be charged against Construction Manager, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Task Order Documents, including an appropriate decrease to the Task Order Amount. Such direct, indirect, and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Construction Manager's defective Work. Construction Manager shall not be allowed an extension of the Task Order Time because of any delay in performance of the Work

attributable to the exercise by the COUNTY of the COUNTY's rights and remedies hereunder.

27.5 Nothing in Section 27, Defective Work, shall limit the COUNTY's access to the Construction Manager's Bond or Insurance.

28. SUPERVISION AND CONSTRUCTION MANAGER'S REPRESENTATIVE.

28.1 Construction Manager is responsible for supervising, coordinating, and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Task Order Documents. Construction Manager is responsible for completing the Work so that it complies accurately and completely with the requirements of the Task Order Documents. Construction Manager shall keep on the Work at all times during its progress a competent resident representative, who will be known as Construction Manager's Project Executive under the Master Agreement's terms, who shall not be replaced without prior written notice to the COUNTY and Design Professional except under extraordinary circumstances. The representative shall have authority to act on behalf of Construction Manager. All communications given to the representative shall be as binding as if given to Construction Manager. The COUNTY shall have the right to direct Construction Manager to remove and replace its Project Executive or any other employee of Construction Manager or any employee of any subcontractor from this Project, with or without cause.

The Construction Manager shall maintain sufficient off-site support staff, and competent full-time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the subcontractors. Construction Manager shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit J to the Task Order. The Construction Manager shall not change any of those persons identified in Exhibit J unless mutually agreed to in writing by the COUNTY and Construction Manager. In such case, the COUNTY shall have the right to approve the replacement personnel.

28.2 The Construction Manager shall establish and maintain lines of authority for its personnel and shall provide this information to the COUNTY and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and the Design Professional. The COUNTY and Design Professional may attend meetings between the Construction Manager and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontracts.

28.3 The Construction Manager shall be responsible to the COUNTY for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Construction Manager. The Construction Manager shall develop and maintain a program, acceptable to the COUNTY and Design Professional, to assure quality control of the Work. The Construction Manager shall supervise the Work of all subcontractors, providing

instructions to each when their portion of the Work does not conform to the requirements of the Task Order Documents and Construction Manager shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Construction Manager and the Design Professional over the acceptability of the Work, the COUNTY, in its sole discretion, shall have the right to determine the acceptability.

28.4 Any person who the Construction Manager employs on this Project, including any subcontractor Construction Manager employs and its employees, must satisfactorily and successfully pass a criminal background check, in the COUNTY's sole discretion. The COUNTY may make written request to Construction Manager for the prompt removal and replacement of any personnel employed or retained by the Construction Manager, or any Sub-Consultants or Subcontractors, or any personnel of any such Sub-Consultants or Subcontractors engaged by the Construction Manager to provide and perform services or Work pursuant to the requirements of this Task Order. The Construction Manager shall respond to the COUNTY within fourteen (14) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The County shall make the final determination as to the removal of unsatisfactory personnel. Such decision shall not be construed as directing the Construction Manager to terminate any employee's employment with the Construction Manager.

29. PROTECTION OF WORK.

29.1 Construction Manager shall fully protect the Work and adjacent property from loss or damage caused by the Construction Manager or its subcontractors until Substantial Completion is achieved. If Construction Manager or anyone for whom Construction Manager is legally liable is responsible for any loss or damage to the Work, or other work or materials of the COUNTY or the COUNTY's separate contractors, Construction Manager shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Construction Manager.

29.2 The Construction Manager shall ascertain what temporary enclosures, if any, of building areas, including existing facilities, should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work and to protect and secure the Work and existing facilities, in periods when extreme weather conditions are likely to be experienced.

29.3 Construction Manager shall not permit any unsafe loading of any structure at the Project site, nor shall Construction Manager subject any part of the Work or adjacent property to any forces that will endanger it. Construction Manager shall not disturb any benchmark established by the COUNTY with respect to the Project. If Construction Manager, or its subcontractors, agents or anyone for whom Construction Manager is legally liable, disturbs the COUNTY's benchmarks, Construction Manager shall immediately notify the COUNTY and Design Professional. The COUNTY shall have the benchmarks reestablished and Construction Manager shall be liable for all costs incurred by the COUNTY associated therewith.

30. **EMERGENCIES.**

30.1 Construction Manager shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. If conditions are such that it is safe to return to the Project site, Construction Manager shall give the COUNTY and Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Construction Manager believes that any significant changes in the Work or variations from the Task Order Documents have been caused thereby. If the COUNTY determines that a change in the Task Order Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Construction Manager fails to provide the forty-eight (48) hour written notice noted above, Construction Manager shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Task Order Amount or an extension to the Task Order Time. Construction Manager is obligated to promptly report in writing to the COUNTY all accidents relating to the Work that result in any personal injury or property damage.

31. **USE OF PREMISES.**

31.1 At all times during the performance of the Work, Construction Manager shall keep all of its operations (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Task Order Documents. Construction Manager shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with COUNTY's interest. Construction Manager is responsible for any damage to any such area, or to the owner or occupant thereof, or any areas contiguous thereto, resulting from the performance of the Work.

31.2 Except as required by the Task Order Documents or otherwise required in order for Construction Manager to satisfy its safety and security obligations under the Task Order Documents, Construction Manager shall not erect or install, nor shall it permit any of its subcontractors, suppliers, subconsultants or any other party for whom it is legally responsible to erect or install, any signage upon the Project site or any other property of the COUNTY, unless such signage has been expressly approved in writing by the COUNTY, which approval may be withheld by the COUNTY in its sole discretion.

31.3 Construction Manager acknowledges that Work may be performed at a particular Project site where the COUNTY simultaneously is conducting and continuing its operations upon the same site. In such event, Construction Manager shall coordinate its Work so as to cause no unreasonable interference with or disruption to the COUNTY's operations. In the event COUNTY's separate contractors cause delay or damage to Construction Manager's Work and/or schedule, the Construction Manager shall be entitled to seek all direct costs associated therewith as well as an appropriate extension of the Task Order Time upon written notice to COUNTY within seven (7) calendar days of said events giving rise to said claims. The COUNTY may take early occupancy of all or any portions of the Work, at the COUNTY's

election, by designating in writing to Construction Manager the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified at the time the GMP was established and such early occupancy negatively impacts Construction Manager's cost or time of performance, Construction Manager shall be entitled to an equitable adjustment to the Task Order Amount and the Task Order Time, all in accordance with the other terms and conditions of the Task Order Documents.

32. **SAFETY.**

32.1 As between the COUNTY and Construction Manager, the Construction Manager is responsible for the safety and protection of all persons and property on or about the Project site as invitees or participating in the performance of the Work under this Agreement. Further, it is Construction Manager's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work which may be stored off the Project site. Construction Manager shall develop and implement, in accordance with the requirements of the Task Order Documents (including any the COUNTY requirements or regulations), a safety plan for the Work.

32.2 Construction Manager shall comply with all applicable codes, laws, ordinances, rules and regulations of the COUNTY and any public body having jurisdiction over the Work, including all of their safety codes, laws, ordinances, rules and regulations. Construction Manager shall notify the COUNTYs of adjacent property and of any underground structures or improvements and utility the COUNTYs when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Construction Manager's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the COUNTY has occurred.

32.3 At all times during the performance of the Work at the Project site, Construction Manager shall have designated, and located on a full-time basis at the Project site, a qualified individual whose responsibility shall be to monitor and enforce Construction Manager's safety program at the Project site. Construction Manager hereby designates its superintendent as that safety representative. Construction Manager may designate by written notice to the COUNTY another individual, reasonably acceptable to the COUNTY, who shall be Construction Manager's safety representative at the Project site.

32.4 Alcohol, drugs and all illegal substances are strictly prohibited on any COUNTY property. All employees of Construction Manager, as well as those of all subcontractors and those of any other person or entity for whom Construction Manager is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any COUNTY property. Further, Employees shall not bring on to any COUNTY property any gun, rifle or other firearm, or explosives of any kind.

32.5 Construction Manager acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing COUNTY facility. In such event, Construction

Manager shall comply with the following:

32.5.1 All the COUNTY facilities are smoke free, and smoking is strictly prohibited on the Project site as well;

32.5.2 As requested and when required by the COUNTY, all Employees shall be provided an identification badge by Construction Manager. Such identification badge must be prominently displayed on the outside of the Employees' clothing at all times. All Employees working at the Project site must log in and out with the Construction Manager each day;

32.5.3 Construction Manager shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of the COUNTY's property without the COUNTY's expressed prior written consent;

32.5.4 All Employees are prohibited from distributing any papers or other materials upon the COUNTY's property, and are strictly prohibited from using any of the COUNTY's telephones or other office equipment;

32.5.5 All Employees shall at all times comply with the OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct and facility regulations issued by the COUNTY's officials onsite, as said regulations may be changed from time to time;

32.5.6 All Employees shall enter and leave the COUNTY's facilities only through the ingress and egress points identified in the site utilization plan approved by the COUNTY or as otherwise designated, from time to time, by the COUNTY in writing;

32.5.7 When requested, Construction Manager shall cooperate with any ongoing COUNTY investigation involving personal injury, economic loss or damage to COUNTY's facilities or personal property therein;

32.5.8 The Employees may not solicit, distribute, or sell products while on the COUNTY's property. Friends, family members or other visitors of the Employees are not permitted on the COUNTY's property; and

32.5.9 At all times, Construction Manager shall adhere to the COUNTY's safety and security regulations and shall comply with all security requirements at the COUNTY's facilities, as said regulations and requirements may be modified or changed by the COUNTY from time to time.

33. PROJECT MEETINGS.

33.1 Prior to the commencement of Work, Construction Manager shall attend a preconstruction conference with the COUNTY and Design Professional and others as appropriate to discuss

the Master Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, Construction Manager shall attend any and all meetings convened by the COUNTY or Design Professional with respect to the Project, when directed to do so by the COUNTY or Design Professional. Construction Manager shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the COUNTY or Design Professional.

34. MATERIAL SAFETY DATA SHEET.

34.1 If any chemicals, materials, or products containing toxic substances, as defined by Chapter 442, Florida Statutes or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by the Construction Manager or any of its subcontractors, the Construction Manager shall provide to the Design Professional and the COUNTY a Material Safety Data Sheet at the time of each delivery or prior to each new use of such product.

35. AUDITING RIGHTS.

35.1 Construction Manager shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Task Order or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Manager shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. the COUNTY, and any duly authorized agents or representatives of the COUNTY, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by the COUNTY. Further, the COUNTY, and any duly authorized agents or representatives of the COUNTY, shall have the right to audit, inspect and copy all of Construction Manager’s and any subcontractor’s Project records and documentation as often as they deem necessary and Construction Manager shall cooperate in any audit, inspection, or copying of the documents. This access, inspection, copying and auditing rights shall survive the termination of this Task Order.

35.2 For purposes of this section, the Construction Manager's record shall be defined to include, but not be limited to accounting records, payroll time sheets, certified payrolls, 1099’s, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Task Order (all the foregoing hereinafter referred to as "records”) to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Construction Manager or any of his payees pursuant to the execution of the Task Order. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Task Order.

Items negotiated as lump sum shall not be subject to the audit provisions of this Article.

35.3 If at any time, the COUNTY conducts such an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged COUNTY, Construction Manager shall pay to the COUNTY the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than $10,000.00, Construction Manager shall pay to the COUNTY the Overcharged Amount and the Audit Amount which is defined as the total aggregate of the COUNTY's reasonable audit costs incurred as a result of its audit of Construction Manager. The COUNTY may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and the COUNTY. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to the COUNTY within thirty (30) business days of its receipt of the COUNTY's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

This Article 35, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Task Order.

36. COMPLIANCE WITH LAWS.

36.1 Construction Manager agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the performance of the construction of the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Construction Manager observes that the Task Order Documents are at variance therewith, it shall promptly notify the COUNTY and Design Professional in writing.

To the extent any law, rule, regulation, code, statute, or ordinance requires the inclusion of certain terms in this Task Order in order for this Task Order to be enforceable, such terms shall be deemed included in this Task Order. Notwithstanding anything in the Task Order Documents to the contrary, it is understood and agreed that in the event of a change in any applicable laws, ordinances, rules or regulations subsequent to the date the GMP Task Order Amendment has been executed that increases the Construction Manager's time or cost of performance of the Work, Construction Manager is entitled to a Change Order for such increases, except to the extent Construction Manager knew or should have known of such changes prior to the date of the GMP Task Order Amendment.

36.2 Scrutinized Companies

36.2.1 A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the COUNTY for goods or services of:

a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that

Pages 38 through 41 have been revised.

Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
   1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, ~~Petroleum Energy Sector List,~~ created pursuant to section 215.473, Florida Statutes; or
   2) Is engaged in business operations in Cuba or Syria.

By signing this Task Order, the Construction Manager certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The Construction Manager agrees to notify the COUNTY if placement on any of the aforementioned lists occurs or if the Construction Manager is engaged in a boycott of Israel or has business operations in Cuba or Syria.

The COUNTY may terminate the Master Agreement and/or this Task Order if the Construction Manager's certification above is found to be false; it has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List~~Petroleum Energy Sector List~~; or it has been engaged in business operations in Cuba or Syria. In addition to possible termination of the Master Agreement and/or this Task Order based on the above grounds, the COUNTY will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

37. **SUBCONTRACTS.**

37.1 The Construction Manager shall review the design and shall determine how it desires to divide the sequence of construction activities. Construction Manager will determine the breakdown for award of subcontracts, based on the current Project Schedule, and shall supply a copy of that breakdown and composition to the COUNTY and Design Professional for their review and approval. Construction Manager shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

37.2 A subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Construction Manager. Construction Manager shall be solely responsible for and have control over the subcontractors. Construction Manager shall negotiate all Change Orders, Construction Change Directive, Field Orders and Request for Proposals, with all affected subcontractors and shall review the costs of those proposals and advise the COUNTY and Design Professional of their validity and reasonableness, acting in the COUNTY's best interest, prior to requesting approval of each Change Order from the COUNTY.

37.3 When Construction Manager submits its Guaranteed Maximum Price proposal to the COUNTY, Construction Manager also shall submit to the COUNTY a list of the names, addresses, licensing information, and phone numbers of the subcontractors that Construction Manager intends to use for each portion of the Work, as well as identify in writing those portions of the Work it intends to perform with its own employees. The list identifying each subcontractor cannot be modified, changed, or amended without prior written approval from the COUNTY. Any and all work to be self-performed by Construction Manager must be approved in writing by the COUNTY in its sole discretion prior to commencement of such work. Construction Manager shall periodically update that subcontractor list, so that it remains current and accurate throughout the entire performance of the Work. Construction Manager shall not enter into a subcontract with any subcontractor, if The COUNTY reasonably objects to that subcontractor. Construction Manager shall not be required to contract with anyone it reasonably objects to. As part of the Project document file to be maintained by Construction Manager at the Project site, Construction Manager shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between Construction Manager and its subcontractors shall be in writing and are subject to COUNTY's approval.

Further, all subcontracts shall (1) require each subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound to COUNTY by the terms of the Task Order Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Manager to COUNTY at the election of COUNTY upon termination of Construction Manager, (3) provide that COUNTY will be an additional indemnified party of the subcontract, (4) provide that COUNTY will be an additional insured on all insurance policies required to be provided by the subcontractor except workman's' compensation, (5) assign all warranties directly to COUNTY, (6) identify the COUNTY as an intended third-party beneficiary of the subcontract, and (7) incorporate Exhibit E into all of its subcontracts (and require similar incorporation into all sub- subcontracts). Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Task Order Documents to which the subcontractor will be bound by this Paragraph 36.3 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Task Order Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

37.4 The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., drainage, grading, roadway, utilities, pavement markings, traffic signals, pressure grout and seawall) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The subcontractor shall include a resume of experience for each employee identified by it to supervise and schedule its work.

37.5 Unless otherwise expressly agreed to by the COUNTY in writing, all subcontracts shall provide:

37.5.1 LIMITATION OF REMEDIES - NO DAMAGES FOR DELAY. The rights and obligations of the subcontractors shall be the same as the rights and obligations of the Construction Manager under Section 11.4.

37.5.2 Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the COUNTY, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

38. SOLICITATION OF SUBCONTRACTORS.

38.1 Construction Manager agrees to act in good faith and fair dealing. Construction Manager covenants with COUNTY to utilize Construction Manager's best skill, efforts and judgment in furthering the interest of the COUNTY; to furnish efficient business administration and supervision; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of the COUNTY, and Task Order terms and conditions.

39. SECURING AGREEMENT.

The Construction Manager warrants that the Construction Manager has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, to solicit or secure this Task Order and that Construction Manager has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Manager, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Task Order. At the time this Task Order is executed, Construction Manager shall sign and deliver to the COUNTY the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit L.

The Construction Manager's compensation shall be adjusted to exclude any sums by which the COUNTY determines the compensation was increased due to inaccurate, incomplete, or non- current wage rates or other factual unit costs.

40. PUBLIC ENTITY CRIMES.

40.1 By its execution of this Task Order, Construction Manager acknowledges that it has been informed by the COUNTY and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a

conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

41. **EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION**

In performing all services to be provided hereunder, the Construction Manager shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Construction Manager shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. The Construction Manager shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non- Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

The County adheres to subsection 287.134(2)(a), Florida Statutes, and will not transact business with entities or affiliates placed on the discriminatory vendor list maintained by the Florida Department of Management Services. By accepting this Task Order, Construction Manager certifies that is not on the discriminatory vendor list. Violation of this provision by Construction Manager is grounds for termination of this Task Order by the County. The Construction Manager agrees to include this provision in all contracts issued as a result of this Task Order.

END OF GENERAL TERMS AND CONDITIONS

Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
   1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, Florida Statutes; or
   2) Is engaged in business operations in Cuba or Syria.

By signing this Task Order, the Construction Manager certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The Construction Manager agrees to notify the COUNTY if placement on any of the aforementioned lists occurs or if the Construction Manager is engaged in a boycott of Israel or has business operations in Cuba or Syria.

The COUNTY may terminate the Master Agreement and/or this Task Order if the Construction Manager's certification above is found to be false; it has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or it has been engaged in business operations in Cuba or Syria. In addition to possible termination of the Master Agreement and/or this Task Order based on the above grounds, the COUNTY will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

37. **SUBCONTRACTS.**

37.1 The Construction Manager shall review the design and shall determine how it desires to divide the sequence of construction activities. Construction Manager will determine the breakdown for award of subcontracts, based on the current Project Schedule, and shall supply a copy of that breakdown and composition to the COUNTY and Design Professional for their review and approval. Construction Manager shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

37.2 A subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Construction Manager. Construction Manager shall be solely responsible for and have control over the subcontractors. Construction Manager shall negotiate all Change Orders, Construction Change Directive, Field Orders and Request for Proposals, with all affected subcontractors and shall review the costs of those proposals and advise the COUNTY and Design Professional of their validity and reasonableness, acting in the COUNTY's best interest, prior to requesting approval of each Change Order from the COUNTY.

37.3 When Construction Manager submits its Guaranteed Maximum Price proposal to the

COUNTY, Construction Manager also shall submit to the COUNTY a list of the names, addresses, licensing information, and phone numbers of the subcontractors that Construction Manager intends to use for each portion of the Work, as well as identify in writing those portions of the Work it intends to perform with its own employees. The list identifying each subcontractor cannot be modified, changed, or amended without prior written approval from the COUNTY. Any and all work to be self-performed by Construction Manager must be approved in writing by the COUNTY in its sole discretion prior to commencement of such work. Construction Manager shall periodically update that subcontractor list, so that it remains current and accurate throughout the entire performance of the Work. Construction Manager shall not enter into a subcontract with any subcontractor, if The COUNTY reasonably objects to that subcontractor. Construction Manager shall not be required to contract with anyone it reasonably objects to. As part of the Project document file to be maintained by Construction Manager at the Project site, Construction Manager shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between Construction Manager and its subcontractors shall be in writing and are subject to COUNTY's approval.

Further, all subcontracts shall (1) require each subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound to COUNTY by the terms of the Task Order Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Manager to COUNTY at the election of COUNTY upon termination of Construction Manager, (3) provide that COUNTY will be an additional indemnified party of the subcontract, (4) provide that COUNTY will be an additional insured on all insurance policies required to be provided by the subcontractor except workman's' compensation, (5) assign all warranties directly to COUNTY, (6) identify the COUNTY as an intended third-party beneficiary of the subcontract, and (7) incorporate Exhibit E into all of its subcontracts (and require similar incorporation into all sub- subcontracts). Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Task Order Documents to which the subcontractor will be bound by this Paragraph 36.3 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Task Order Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

37.4 The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., drainage, grading, roadway, utilities, pavement markings, traffic signals, pressure grout and seawall) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The subcontractor shall include a resume of experience for each employee identified by it to supervise and schedule its work.

37.5 Unless otherwise expressly agreed to by the COUNTY in writing, all subcontracts shall provide:

37.5.1 LIMITATION OF REMEDIES - NO DAMAGES FOR DELAY. The rights and obligations of the subcontractors shall be the same as the rights and obligations of the Construction Manager under Section 11.4.

37.5.2 Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the COUNTY, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

38. SOLICITATION OF SUBCONTRACTORS.

38.1 Construction Manager agrees to act in good faith and fair dealing. Construction Manager covenants with COUNTY to utilize Construction Manager's best skill, efforts and judgment in furthering the interest of the COUNTY; to furnish efficient business administration and supervision; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of the COUNTY, and Task Order terms and conditions.

39. SECURING AGREEMENT.

The Construction Manager warrants that the Construction Manager has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, to solicit or secure this Task Order and that Construction Manager has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Manager, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Task Order. At the time this Task Order is executed, Construction Manager shall sign and deliver to the COUNTY the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit L.

The Construction Manager's compensation shall be adjusted to exclude any sums by which the COUNTY determines the compensation was increased due to inaccurate, incomplete, or non- current wage rates or other factual unit costs.

40. PUBLIC ENTITY CRIMES.

40.1 By its execution of this Task Order, Construction Manager acknowledges that it has been informed by the COUNTY and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods

or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

41. **EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION**

In performing all services to be provided hereunder, the Construction Manager shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Construction Manager shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. The Construction Manager shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non- Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

The County adheres to subsection 287.134(2)(a), Florida Statutes, and will not transact business with entities or affiliates placed on the discriminatory vendor list maintained by the Florida Department of Management Services. By accepting this Task Order, Construction Manager certifies that is not on the discriminatory vendor list. Violation of this provision by Construction Manager is grounds for termination of this Task Order by the County. The Construction Manager agrees to include this provision in all contracts issued as a result of this Task Order.

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT B - SUPPLEMENTAL TERMS AND CONDITIONS

The following Supplemental Terms and Conditions hereby amend, modify and supersede in the event of a conflict the terms of the Task Order and the General Terms and Conditions attached thereto as Exhibit A.

A. Construction Manager shall provide the COUNTY, its representatives and the Design Professional with two copies each of a Policy and Procedure Manual developed and updated in accordance with the following requirements

1. Upon execution of the Task Order, the Construction Manager shall develop a draft of the comprehensive Policy and Procedure Manual describing the services to be provided by the Construction Manager per the Task Order Documents. This shall provide a plan for the control, direction, coordination and evaluation of the Work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of the Construction Manager, the COUNTY and Design Professional; Workflow diagrams; and strategy for bidding and subcontracting the Work. The COUNTY shall have the right to review the Policy and Procedure Manual and to approve its content and format. The Policy and Procedure Manual may be updated as necessary throughout the Pre-Construction and Construction Phases, but substantive changes will not be made without the COUNTY's prior written concurrence. In developing the Policy and Procedure Manual, the Construction Manager shall coordinate and consult with the COUNTY and the Design Professional. The initial manual shall be submitted to the COUNTY for approval.

2. Contents of Policy and Procedure Manual: The Policy and Procedure Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Policy and Procedure Manual shall include, as a minimum, the following sections:

   2.1 Project Definition: The known characteristics of the Project and sub- projects shall be described in general terms which will provide the participants a basic understanding of the Project and sub-projects.

   2.2 Project Goals: The schedule, budget, physical, technical and other objectives for the Project shall be defined.

   2.3 Project Strategy: A narrative description of the Project delivery methods which shall be utilized to accomplish the Project goals.

   2.4 Project Work Plan: A matrix display of the Work to be performed by the Construction Manager, as well as the services and items to be furnished by the Design Professional and the COUNTY during each phase of the Project.

   2.5 Project Organization: A summary organization chart showing the interrelationships between the COUNTY, the Construction Manager and the Design Professional, and other supporting organizations and permitting review agencies. Detailed charts, one each for the Construction Manager and Design Professional, showing organizational elements participating in the Project shall be included.

2.6 Responsibility Performance Chart: A detailed matrix showing the specific responsibilities and interrelationships of the COUNTY, the Design Professional, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. The Construction Manager shall develop a similar chart for the personnel within its own organization who are assigned to the Project, as well as for the Design Professional's and the COUNTY's personnel assigned to the Project from data supplied by them.

2.7 Flow Diagrams: These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress, and change orders.

2.8 Direct Purchase Procedures: The Construction Manager will have a Direct Purchase Program in place. The Construction Manager will provide written procedures as to how materials or goods will be identified for direct purchase by the COUNTY and the process to be followed to allow for the COUNTY's direct purchase of and payment for such items (including credit towards the GMP for the sales tax savings incurred) and for the Construction Manager's acceptance of the items and use for the Project.

2.9 Written Procedure: The Construction Manager will provide written procedures for communications and coordination required between the Construction Manager, Design Professional and the COUNTY throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications

2.10 Emergency Contact List: A complete list of the names, company affiliation and emergency contact phone numbers (both day and night) for all key Project personnel from the COUNTY, Construction Manager and Design Professional, as well as from all subcontractors, subconsultants and suppliers of any of them. This list shall be continuously updated by Construction Manager throughout the Project duration, with Construction Manager distributing a copy of all updates to the COUNTY and Design Professional.

3. This Policy and Procedure Manual shall be completed and submitted to the Design Professional and the COUNTY for their review and the COUNTY's approval as a condition precedent to payment by the COUNTY to Construction Manager for any services provided in the Construction Phase under this Task Order.

4. This Policy and Procedure Manual is merely an amplification and clarification of this Task Order. Any conflicts between the Policy and Procedure Manual and this Task Order shall be governed by the latter.

B. As its Project Management Information System ("PMIS"), Construction Manager shall provide and use Procore, or other comparable project tracking software acceptable to and approved by the COUNTY, which system shall be in place for both the Pre-Construction Phase and Construction Phase services to be provided by Construction Manager pursuant to this Task Order.

1. General:

1.1 Commencing immediately after the Notice to Proceed is issued to Construction Manager by the COUNTY, the Construction Manager shall implement and shall utilize throughout the life of this Task Order all subsystems of the PMIS.

1.2 The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

1.3 If requested by the COUNTY, the Construction Manager shall conduct a comprehensive workshop in Pasco County, Florida, for participants designated by the COUNTY and additional seminars as required by the COUNTY to provide instruction with respect to the PMIS. This workshop and the seminars shall facilitate each participant's and the COUNTY's representatives' use and understanding of the PMIS.

1.4 The PMIS shall be described in terms of the following major subsystems:

Narrative Reporting
Schedule Control
Cost Control and Estimating
Project Accounting
Accounting and Payment
Action Reports

1.5 The above reports shall be submitted at least on a monthly basis and shall accompany each monthly Application for Payment.

2. Narrative Reporting Subsystem.

2.1. The Construction Manager shall prepare written reports as described hereunder. All reports shall be in 8 1/2" x 11" format.

2.2. The Narrative Reporting Subsystem shall include the following reports:

2.2.1. A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.

2.2.2. A Monthly Cost Narrative describing the current construction cost estimate status of the Project.

2.2.3. A Monthly Scheduling Narrative summarizing the current status of the overall Master Project Schedule and an explanation of all variances from the plan. This report shall include an analysis of the various Project sub schedules, a description of the critical

path, and other analyses as necessary to compare planned performance with actual performance.

2.2.4. A Monthly Accounting Narrative describing the current cost and payment status for the entire Project. This report shall relate current encumbrances and expenditures to the budget allocations. An explanation for all variances shall be provided.

2.2.5. A Monthly Construction Progress Report during the Construction Phase summarizing the Work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations, programs, permits, construction problems and recommendations, and plans for the succeeding month.

2.2.6. A Daily Construction Diary during the Construction Phase describing events and conditions on the site.

2.3. The Reports outlined in subparagraphs 2.2.1 through 2.2.6 above shall be bound with applicable computer schedule reports and submitted monthly during Design and Construction Phases and shall be current through the end of the preceding month. Copies shall be delivered to the COUNTY and the Design Professional. A bound copy of the complete diary shall be submitted to the COUNTY at the conclusion of the Project.

3. Schedule Control Subsystem.

3.1. Construction Schedule: The Construction Manager shall prepare and submit to the COUNTY and Design Professional, for their review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph 3.3 below. The approved Construction Schedule shall be attached to the GMP Task Order Amendment. The Construction Schedule shall be integrated into the Master Project Schedule.

3.1.1. Following development and approval of the Construction Schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to the COUNTY in duplicate. No additional compensation will be due the Construction Manager for making such updates. Failure of the Construction Manager to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for the COUNTY to find the Construction Manager in substantial default hereunder and that sufficient cause exists to terminate the Task Order or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the COUNTY is submitted.

3.2. The Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

3.2.1. Subcontractor Construction Schedules (Subnetworks): Upon the award of each

subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule taking into account the Work schedule of the other subcontractors. The subcontractor's construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The subcontractor's construction schedule also shall show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

3.2.2. Occupancy Schedule: The Construction Manager shall jointly develop with the Design Professional and the COUNTY a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to COUNTY occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final COUNTY occupancy and shall be integrated into the Master Project Schedule.

3.3 Schedule Format: The Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity-on-node diagram. All activity-on-node diagrams shall include the Activity Identification, Activity Description, and the type of relationship between activities, including any lead or lag time, as well as being cost loaded. Further, the Construction Schedule shall incorporate and be based upon the Project milestone dates set forth in Exhibit I to the Task Order.

3.3.1. No activity shall have a duration greater than fifteen (15) workdays or less than one (1) workday except by prior approval of the COUNTY. If requested by the COUNTY or Design Professional, the Construction Manager shall furnish any information needed to justify the reasonableness of activity durations. Such information shall include, but not be limited to, estimated activity manpower, anticipated quantities, and production rates.

3.3.2. Procurement shall be identified with at least two (2) activities: fabrication and delivery. Construction Manager shall insure that all Work activities that require a submittal are preceded by the appropriate submittal and approval activities.

3.3.3. Only contractual constraints shall be shown in the schedule logic. No other restraints are allowed unless approved in writing by the COUNTY or Design Professional. This disallowance of constraints includes the use of any mandatory start or finish dates selected by Construction Manager.

3.3.4. Activities shall be identified by codes to reflect the responsible party for the accomplishment of each activity (only one party per activity), the Phase/Stage of the Project for each activity, and the Area/Location of each activity

3.3.5. The construction time for the Work, or any milestone, shall not exceed the specified Contract Time. Logic or activity durations shall be revised in the event that any milestone or Task Order completion date is exceeded in the schedule.

3.3.6. Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (the late start). It is understood by the COUNTY and the Construction Manager that float is a shared commodity, not for the exclusive use or financial benefit of either party. Either party has the full use of the float until it is depleted.

The CPM schedules must be compatible with Primavera Project, or other compatible program agreed upon by the Parties at the outset of the Project. It is the Construction Manager's responsibility to ascertain the software compatibility with the COUNTY or Design Professional.

3.3.7. Initial Schedule Submittal Requirements:

3.3.7.1. Predecessor/Successor Sort
3.3.7.2. Total Float/Early Start Sort
3.3.7.3. Responsibility/Early Start Sort
3.3.7.4. Area/Early Start Sort
3.3.7.5. Logic Diagram: Produce diagram with not more than 100 activities per ANSI D (24-inch x 36-inch) size sheet. Ensure each sheet includes title, match data or diagram correlation, and key to identify all components used in the diagram.
3.3.7.6. Narrative discussing general approach to completion of the Work.
3.3.7.7. Diskette in Primavera .XER(P35.0) format.

3.3.8. Schedule Update Requirements: The Construction Manager shall update the schedules monthly to show actual, current progress. The schedule updates shall be submitted within seven (7) calendar days of the data dates. The updates shall include:

3.3.8.1. Dates of activities' actual starts and completions.
3.3.8.2. Percent of Work remaining for activities started but not completed as of the update date.
3.3.8.3. Narrative report including a listing of monthly progress, the activities that define the critical path and any changes to the path of critical activities from the previous update, sources of delay, any potential problems, requested logic changes, and Work planned for the next month.
3.3.8.4. Predecessor/Successor Sort
3.3.8.5. Total Float/Early Start Sort
3.3.8.6. Responsibility/Early Start Sort
3.3.8.7. Area/Early Start Sort
3.3.8.8. Diskette in the required Primavera format
3.3.8.9. Detailed listing of requested logic changes.
3.3.8.10. Updated logic diagram as required by the COUNTY. At a minimum, the COUNTY shall require a final logic diagram at the end of the Work showing the planned and actual starts and completions.
3.3.8.11. A bar chart comparison of the updated schedule to the initial schedule.

This diagram shall show actual and planned performance dates for all completed activities.

3.3.8.12. All update information shall be an accurate representation of the actual Work progress.

3.4. Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) calendar days behind, the COUNTY may require that a recovery schedule for completion of the remaining Work be submitted. The Recovery Schedule must be submitted within seven (7) calendar days of the COUNTY's request. The Recovery Schedule shall describe in detail the Construction Manager's plan to complete the remaining Work by the required Task Order milestone date. The Recovery Schedule submitted shall meet the same requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Task Order milestone dates.

3.5. Change Orders: When a Change Order is proposed, the Construction Manager must identify all logic changes as a result of the Change Order. The Construction Manager shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, the Construction Manager will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to the Construction Manager's work. No separate payment will be made.

4. Cost Control Subsystem: The operation of this subsystem shall provide sufficient timely cost data and detail to permit the Construction Manager to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that the Work will be completed at a cost which, together with the Construction Manager's Fee, will not exceed the GMP. Requirements of this subsystem include submissions at the following phases of the Project:

4.1. Pre-Construction Phase Estimates, if applicable; and

4.2. At establishment of the GMP.

5. Project Accounting Subsystem: This subsystem shall enable the Construction Manager to plan effectively and the COUNTY to monitor and control the funds available for the Project, cash flow, costs, Change Orders, Construction Change Directives, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable, and also enable the COUNTY to stay informed as to the overall Project status. All reports to be generated as part of this subsystem shall be consistent with the Project Funding Schedule (if any). This subsystem will be produced and updated monthly and includes the following reports:

5.1. Costs Status Report representing the budget, estimate, and base commitment (awarded subcontracts and purchase orders) for any given subcontract or budget line item. It shall show approved Change Orders and Construction Change Directive for each subcontract which when added to the base commitment will become the total commitment. Pending Change

Orders also will be shown to produce the total estimated probable cost to complete the Work.

5.2. A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

5.3. A Detailed Status Report showing the complete activity history of each item in the Project accounting structure and includes an earned value graph. It shall include the budget, estimate, and base commitment figures for each subcontract. It shall give the Change Order history, including Change Order numbers, description, proposed and approved dollar amounts. It also shall show all pending or rejected Change Orders.

5.4. A Cash Flow Diagram showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

5.5. A Job Ledger shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

END OF SUPPLEMENTAL TERMS AND CONDITIONS

EXHIBIT C - FORM OF PAYMENT BOND

PUBLIC PAYMENT BOND

BOND NO._____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That_____, as Principal, whose address is_____,and _____, as Surety, whose address is _____, are held and firmly bound unto the Board of County Commissioners, Pasco County, Florida, as Obligee in the sum of $_____, for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with Obligee, dated the ____ day of _____ _____, 20___, for _____; in accordance with drawings and specifications, which task order is by reference made a part hereof, and is hereinafter referred to as the Task Order.

NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Task Order; and

Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Task Order in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

Any changes in or under the Task Order and compliance or noncompliance with any formalities connected with the said Task Order or alterations which may be made in the terms of the said Task Order, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Task Order, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in section 255.05, Florida Statutes, and as otherwise provided by law.

As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to section 255.05, Florida Statutes.

THIS BOND IS DATED THIS_____day of_____, 20___(the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:

PRINCIPAL: _____

BY: _____
Authorized Signature (Principal)

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY: _____

BY:_____(SEAL)
Authorized Signature

_____
Printed Name

_____
Title of Person Signing Above

Business Address:_____

-OR-

BY:_____
as Attorney in Fact (Attach Power)

_____
Printed Name

Business Address: _____

(_____)_____
Business Telephone

COUNTERSIGNED (if applicable):

Agency Name: _____

BY:_____
Authorized Signature

_____
Printed Name

_____
Title of Person Signing Above

Agency Address:

Agent's License No. _____

(_____)_____
Agency Telephone No.

(_____)_____
Agency Fax No.

NOTARY ACKNOWLEDGMENT

STATE OF }
} **ss**
COUNTY OF }

The foregoing instrument was acknowledged before me by means of [check one] [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] _____, who executed the foregoing instrument as [Title] _____ of [Corporation or Company Name] _____ a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT:

[Name] _____

FOR PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____, a partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact.

Said person is _____ personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]
_____.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(***This line is required to be completed by §117.05, F.S.)***

NOTARY ACKNOWLEDGMENT

STATE OF }
} **ss**
COUNTY OF }

The foregoing instrument was acknowledged before me by means of [check one] [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] _____, who executed the foregoing instrument as [Title] _____ of [Corporation or Company Name] _____ a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT:

[Name] _____

FOR PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____, a partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact.

Said person is _____ personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]
_____.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(***This line is required to be completed by §117.05, F.S.)***

NOTARY ACKNOWLEDGMENT

STATE OF }
} **ss**
COUNTY OF }

The foregoing instrument was acknowledged before me by means of [check one] [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] _____, who executed the foregoing instrument as [Title] _____ of [Corporation or Company Name] _____ a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT:

[Name] _____

FOR PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____, a partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact.

Said person is _____ personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]
_____.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(***This line is required to be completed by §117.05, F.S.)***

EXHIBIT D - FORM OF PERFORMANCE BOND
PUBLIC CONSTRUCTION BOND

BOND NO.

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to PASCO COUNTY BOARD OF COUNTY COMMISSIONERS, herein called Owner, in the sum of $_____ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Task Order dated _____, between Principal and Owner for construction of _____ , (hereinafter the "Task Order"), the Task Order being made a part of this bond by reference, at the times and in the manner prescribed in the Task Order; and

2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies used directly or indirectly by Principal in the prosecution of the work provided for in the Task Order; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Task Order; and

4. Performs the guarantee of all work and materials furnished under the Task Order for the time specified in the Task Order, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under Task Order Documents (including extension of time, alternatives or additions to the terms of the Task Order or specifications referred to within), and compliance or noncompliance with any formalities connected with the Task Order or the changes does not affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Task Order or to work or to the specifications.

THIS BOND IS DATED THIS_____day of_____, 20___(the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:

PRINCIPAL: _____

BY: _____
Authorized Signature (Principal)

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY: _____

BY:_____(SEAL)
Authorized Signature

_____
Printed Name

_____
Title of Person Signing Above

Business Address:_____

-OR-

BY:_____
as Attorney in Fact (Attach Power)

_____
Printed Name

Business Address: _____

(_____)_____
Business Telephone

COUNTERSIGNED (if applicable):

Agency Name: _____

BY: _____
Authorized Signature

_____
Printed Name

_____
Title of Person Signing Above

Agency Address:

Agent's License No. _____

(_____) _____
Agency Telephone No.

(_____) _____
Agency Fax No.

NOTARY ACKNOWLEDGMENT

STATE OF }
} **ss**
COUNTY OF }

The foregoing instrument was acknowledged before me by means of [check one] [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] _____, who executed the foregoing instrument as [Title] _____ of [Corporation or Company Name] _____ a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT:

[Name] _____

FOR PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____, a partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact.

Said person is ____personally known to me or_____has produced _____ as identification on behalf of [*Name of Corporation, Company, Partnership, Principal, as applicable*]:

_____

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(***This line is required to be completed by §117.05, F.S.)***

NOTARY ACKNOWLEDGMENT

STATE OF }
} **ss**
COUNTY OF }

The foregoing instrument was acknowledged before me by means of [check one] [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] _____, who executed the foregoing instrument as [Title] _____ of [Corporation or Company Name] _____ a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT:

[Name] _____

FOR PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____, a partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact.

Said person is ____personally known to me or____has produced _____ as identification on behalf of [*Name of Corporation, Company, Partnership, Principal, as applicable*]:

_____

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(***This line is required to be completed by §117.05, F.S.)***

EXHIBIT E - INSURANCE REQUIREMENTS

The amounts and types of insurance shall conform to the minimum requirements listed below with the use of Insurance Services Office (ISO) or ACCORD forms and endorsements or broader where applicable. All self-insured retentions or deductibles will be Construction Manager's sole responsibility.

I. Workers' Compensation and Employer's Liability Insurance shall be maintained by Construction Manager during the term of the Master Agreement and this Task Order for all employees engaged in the work under the Master Agreement and this Task Order, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Workers' Compensation - Florida Statutory Requirements Employer's Liability –

Bodily Injury by Accident	$1,000,000 .00	each accident
Bodily Injury by Disease	$1,000,000 .00	each employee
Bodily Injury by Disease	$1,000,000 .00	policy limit

The insurance company shall waive claims rights against the COUNTY.

Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by Construction Manager. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for this Task Order, Independent Contractors, Premises Operations, Explosion, Collapses and Underground, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverages. ISO Endorsement CG 22 79 or CG 22 80 (Limited Exclusion – Contractor's – Professional Liability) also must be provided. Completed Operations coverage must be maintained by Construction Manager for not less than five (5) years following completion and acceptance by the COUNTY of the Work performed by Construction Manager at each Project Site assigned to it. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	$3,000,000.00
Products - Completed Operations Aggregate	$3,000,000.00
Personal and Advertising Injury	$1,000,000.00
Each Occurrence	$1,000,000.00
Fire Damage (Any One Fire)	$50,000.00
Medical Expenses per person	$5,000.00
Contract Specific Project Aggregate Limits	$ same as above

The aggregate limits shall be separately applicable to this Task Order through the use of an endorsement approved by the COUNTY. Applicable deductibles or self-insured retention shall be the sole responsibility of Construction Manager.

I. Automobile Liability Insurance shall be maintained by Construction Manager as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

$1,000,000.00 Combined Single Limit each accident for Bodily Injury, including Death & Property Damage Liability; $3,000,000.00 Aggregate

II. Umbrella Liability Insurance or Excess Liability Insurance shall not be less than $5,000,000.00 each occurrence and aggregate. Coverage shall be excess of the US L&H, Maritime, Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to this Task Order, and the specific Task Order aggregate limits shall be evidenced by the use of an endorsement approved by the COUNTY. If Umbrella policy does not cover any mandated coverage, then that coverage must have its own limits to meet this requirement.

III. Pollution Professional Legal Liability Insurance shall be $5,000,000.00 each claim and annual aggregate including contractual liability covering environmental claims for bodily injury and property damage defined as physical injury to or destruction of tangible property damage coverage including the resulting loss of use of damaged property thereof or of tangible property that has not been physically injured, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims as well as for professional and pollution arising out of covered operations performed by the Construction Manager or it Subcontractors or others who may be liable described under the scope of services of this Task Order. This coverage will include Professional Liability arising out of Construction Manager's direct or vicarious liability for operations performed on this Project.

EXHIBIT F - RELEASE AND AFFIDAVIT FOR PROGRESS PAYMENT

STATE OF FLORIDA)
ss
COUNTY OF)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Task Order Documents and in consideration of $_____paid, Wharton-Smith, Inc. ("Construction Manager") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against The County Commissioners of Pasco County, Florida, a body corporate existing under the laws of the State of Florida ("the COUNTY") relating in any way to the performance of Task Order No. XXX between Construction Manager and the COUNTY, dated _____, 20_____, for the period from _____to _____.

(2) Construction Manager certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Construction Manager agrees to indemnify, defend, and save harmless the COUNTY from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Construction Manager of the Work covered by this Release and Affidavit.

(4) Construction Manager certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Construction Manager from the COUNTY and has not withheld any such amounts. In the event Construction Manager withholds any unpaid amounts due to its subcontractors and/or materialmen in breach of its respective Subcontract from the payment it receives from the COUNTY with respect to the Application for Payment referenced in paragraph 5 below, Construction Manager agrees to immediately refund all such unpaid amounts to the COUNTY.

(5) This Release and Affidavit is given in connection with Construction Manager's [monthly/final] Application for Payment No. _____.

Construction Manager:
Wharton-Smith, Inc.

_____
By: Name

_____
Title

Date: _____

_____
Witness Signature

_____
Name of Witness

_____
Witness Signature

_____
Name of Witness

NOTARY ACKNOWLEDGEMENT

STATE OF }
}ss
COUNTY OF }

The foregoing instrument was acknowledged before me by means of [check one] [ ] physical presence or [ ] online notarization on this _____ day of _____, 20____, by (Name) _____, who executed the foregoing instrument as (Title) _____, of Wharton-Smith, Inc., a corporation [ ] limited liability company [ ] organized under the laws of (State)_____, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of, and as the act and deed of said entity, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of said entity, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

Signor is [ ] personally known to me or who has produced _____ as identification.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(***This line is required to be completed by §117.05, F.S.)***

EXHIBIT F

RELEASE AND AFFIDAVIT FOR FINAL PAYMENT

STATE OF FLORIDA)
COUNTY OF_____)

Before me, the undersigned authority, personally appeared

_____

,who after being duly sworn, deposes and says:

(1) In accordance with the Task Order Documents and in consideration of $_____paid,_____("Construction Manager") releases

and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against The County Commissioners of Pasco County, Florida, a body corporate existing under the laws of the State of Florida ("the COUNTY") relating in any way to the performance of the Task Order No. XXX between Construction Manager and the COUNTY, dated_____, 20____, for the period from _____ to_____.

(2) Construction Manager certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Construction Manager agrees to indemnify, defend and save harmless the COUNTY from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Construction Manager of the Work covered by this Release and Affidavit.

(4) Construction Manager certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Construction Manager from the COUNTY and has not withheld any such amounts, except for those subcontractors and materialmen due payment as part of this final Payment Application as identified on the list attached hereto as Exhibit A. In the event Construction Manager withholds any unpaid amounts due to its subcontractors and/or materialmen in breach of its respective Subcontract from the final payment it receives from the COUNTY with respect to the Application for Payment referenced in paragraph 5 below, the Construction Manager agrees to fully indemnify the COUNTY for any claims or actions filed by the Construction Manager's subcontractors and/or materialmen related to the Project or in the alternative, upon the COUNTY's written request, immediately refund all such unpaid amounts to the COUNTY.

a. This Release and Affidavit is given in connection with Construction Manager's final Application for Payment No.

WITNESSES

_____
Witness Signature

_____
Name of Witness

_____
Witness Signature

_____
Name of Witness

DRAFT

Construction Manager: Wharton-Smith, Inc.

By:_____ Its:_____

Date:_____

NOTARY ACKNOWLEDGEMENT

STATE OF }
}ss
COUNTY OF }

The foregoing instrument was acknowledged before me by means of [check one] [ ] physical presence or [ ] online notarization on this _____ day of _____, 20____, by (Name) _____, who executed the foregoing instrument as (Title) _____, of Wharton-Smith, Inc., a corporation [ ] limited liability company [ ] organized under the laws of (State)_____, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of, and as the act and deed of said entity, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of said entity, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

Signor is [ ] personally known to me or who has produced _____ as identification.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(***This line is required to be completed by §117.05, F.S.)***

EXHIBIT F

Pasco County, Florida

CONTINGENCY AUTHORIZATION RELEASE (CAR)

TASK ORDER:_____AAR No._____

CONSTRUCTION MANAGER: WHARTON-SMITH, INC.

Bid No.: RFP-DS-23-076

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes to the above task order, in accordance with all applicable requirements. The CONSTRUCTION MANAGER waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this CAR.

DESCRIPTION OF CONTINGENCY WORK TO BE PERFORMED	**COST IMPACT**	**DAYS**

	Amount:	**Days:**
Contingency Amount included in Task Order:	**$_____**	**_____**
Total of All Previous CARs:	**$_____**	**_____**
Balance of Contingency Amount Available:	**$_____**	_____
Total Contingency Amount – This CAR:	**$_____**	____
Remaining Contingency Amount Balance:	**$_____**	____

Whereupon this CAR No. _____ has been executed by the parties or by their respective authorized representatives.

CONSTRUCTION MANAGER:

_____
Witness

By: _____ [SEAL]

Name: _____
Title: _____
Date: _____

_____
Witness

COUNTY: Pasco County, Florida

By:_____

Name: _____
Title: _____
Date: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
OFFICE OF THE COUNTY ATTORNEY

By:_____ Date:_____

EXHIBIT G - CONSTRUCTION MANAGER APPLICATION FOR PAYMENT
[SAMPLE- PAYMENT APPLICATION, AND SCHEDULE OF VALUES]

[SAMPLE- PAYMENT APPLICATION, AND SCHEDULE OF VALUES]

PASCO COUNTY, FLORIDA APPLICATION FOR PAYMENT BY CONTRACTOR
SCHEDULE OF VALUES

CONSTRUCTION MANAGER: Wharton-Smith, Inc.

PROJECT: CONSTRUCTION MANAGER AT RISK SERVICES FOR PASCO COUNTY <<NAME OF PROJECT>>

PROJECT NO.: Task Order No. XXX

						AAR APPLICATION			**C.O.** APPLICATION				
ITEM NO.	DESCRIPTION	BID QUANTITY	UNIT PRICE	UNIT	ORIG.BID VALUE	NO.	QTY	VALUE	NO.	QTY.	VALUE	TOTAL CONTRACT QUANT. TO DATE	TO
					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
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					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
					0.00			0.00			0.00	0.00	
	SUBTOTALS				**$0.00**								
	INDEMNIFICATION/Other Consideration	1	200.00	LS	**200.00**								
	AAR FUNDS ($XX,XXX) ALLOWANCE)	1	0.00	LS	**0.00**			0.00					
	GRAND TOTALS				**$200.00**			**$0.00**			**$0.00**		

Attachment 1 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Application for Payment No. and Corresponding Line Item Reference to Schedule of Values	Explanation

-or-

[ ] This page is not applicable, as no outstanding payment disputes exist with respect to any prior Application for Payment.

Construction Manager Signature _____

Attachment 2 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Corresponding Line Item Reference to Schedule of Values	

-or-

[ ] This page is not applicable, as no outstanding payment disputes exist with respect to the current Application for Payment.

Construction Manager Signature _____

Attachment 1 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Application for Payment No. and Corresponding Line Item Reference to Schedule of Values	Explanatio

-or-

[ ] This page is not applicable, as no outstanding payment disputes exist with respect to any prior Application for Payment.

Construction Manager Signature

Attachment 2 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Corresponding Line Item Reference to Schedule of Values	Explanatio

-or-

[ ] This page is not applicable, as no outstanding payment disputes exist with respect to the current Application for Payment.

Construction Manager Signature _____

EXHIBIT H - CHANGE ORDER PASCO COUNTY, FLORIDA

CHANGE ORDER NO.

TASK ORDER: PASCO COUNTY <<NAME OF PROJECT>>

CONSTRUCTION MANAGER: WHARTON-SMITH, INC.

RFP NO. RFP-DS-23-076 TASK ORDER NO.: (if applicable) _____

TASK ORDER DATE: _____

(Circle as applicable)

TIME CHANGE EXTRA WORK CREDIT OTHER

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes and modifications to the aforesaid Task Order in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE:	**COST IMPACT**	**FINAL COMPLETION DAYS**	**TYPE OF CHANGE**

REASON FOR CHANGE:

The initial Task Order Price (FINAL GMP AMOUNT) was…….$

Net change by previous Change Orders..…… $

The Task Order Price prior to this Change Order was…… $

The Task Order Price will be (increased, decreased, unchanged) by this Change Order ……. $

The Task Order Price including this Change Order…… $_____

The Substantial Completion Milestone prior to this Change Order:

The time for the Substantial Milestone will be (extended, reduced, unchanged) by ( ) days.

The Substantial Completion Milestone as of this Change Order:
The CONSTRUCTION MANAGER waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this Change Order. Except to the extent expressly modified by this Change Order, the aforesaid Task Order and all terms and conditions therein, as amended by all previous Change Orders, is reaffirmed in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, this Change Order No. to Task Order No. XXX for the Pasco County <<NAME OF PROJECT>> has been executed by the parties hereto or by their authorized representatives effective as the last day written below.

[SEAL]

ATTEST

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

_____
Witness - Print Name

_____
Witness – Print Name

COUNTY:
BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

By: _____
Chairman

Date: _____, 20__

CONSTRUCTION MANAGER:
WHARTON-SMITH, INC.

By: _____
Printed Name, Title

Date: _____, 20__

NOTARY ACKNOWLEDGEMENT OF
CORPORATION / LIMITED LIABILITY COMPANY

STATE OF }
}ss
COUNTY OF }

The foregoing instrument was acknowledged before me by means of [check one] [ ] physical presence or [ ] online notarization on this _____ day of _____, 20____, by (Name) _____, who executed the foregoing instrument as (Title) _____, of Wharton-Smith, Inc., a corporation [ ] limited liability company [ ] organized under the laws of (State)_____, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of, and as the act and deed of said entity, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of said entity, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

Signor is [ ] personally known to me or who has produced _____ as identification.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(***This line is required to be completed by §117.05, F.S.)***

CONSENT OF SURETY TO CHANGE ORDER NO.

WHEREAS, Pasco County, Florida, by and through the Board of County Commissioners of Pasco County, Florida (hereinafter the "COUNTY"), and _____ (hereinafter the "Construction Manager"), entered into Task Order No. XXX on _____, 20___, in connection with that certain Project known as the Pasco County <<NAME OF PROJECT>>, RFP No. RFP-DS-23-076, FEMA No. _____; and

WHEREAS, _____ (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated _____, in the sum of $_____ _____ in connection with the aforesaid Project and Task Order; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the attached Change Order No. _____, and agrees that said Change Order shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this day of _____, 20_____.

SURETY:

By: _____
Witness to All Authorized Signature

_____ By: _____
As Attorney in Fact

Witness to All
_____ Agency (Power of Attorney attached)

STATE OF }
}
} ss.
COUNTY OF }

AS ATTORNEY IN FACT
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 20_____ by , attorney in fact, who is personally known to me or who has produced as identification on behalf of _____.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(***This line is required to be completed by §117.05, F.S.)***

CONSENT OF SURETY TO FINAL PAYMENT

WHEREAS, the Board of County Commissioners of Pasco County, Florida (hereinafter the "COUNTY"), and _____ (hereinafter the "CONSTRUCTION MANAGER"), entered into Task Order No. XXX on _____ 20_____, in connection with that certain Project known as PASCO COUNTY <<NAME OF PROJECT>>, RFP No. RFP-DS-23-076, and

WHEREAS, _____ (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated _____ , 20__ , in the sum of $_____ in connection with the aforesaid Project and Task Order; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the Progress / Final (circle term applicable) Payment by the COUNTY to the CONSTRUCTION MANAGER, and agrees that said Progress / Final Payment (circle term applicable) shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this _____ day of _____, 20_____.

SURETY:

By: _____
Authorized Signature

By: _____
As Attorney in Fact

Agency (Power of Attorney attached)

Witness to All

_____

Witness to All

_____

EXHIBIT I - PROJECT SCHEDULE MILESTONES

EXHIBIT J - CONSTRUCTION MANAGER'S STAFFING SCHEDULE

I. Pre-Construction Phase Services:

Name Title/Position Company Affiliation % Assigned to Pre Construction Phase

II Construction Phase Services:

Name Title/Position Company Affiliation % Assigned to Project

EXHIBIT K - GMP TASK ORDER AMENDMENT TO AGREEMENT BETWEEN PASCO COUNTY AND CONSTRUCTION MANAGER WHARTON-SMITH, INC.

AMENDMENT NO. 1 TO TASK ORDER NO. XXX BETWEEN PASCO COUNTY AND CONSTRUCTION MANAGER for

<<NAME OF PROJECT>>

TASK ORDER NO.

EXHIBIT L - TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Wharton-Smith, Inc. hereby certifies that wage rates and other factual unit costs supporting the compensation for the construction management services of Construction Manager to be provided under this Task Order, concerning Construction Management at Risk Services for the Pasco County <<NAME OF PROJECT>>, are accurate, complete and current as of the time of contracting.

CONSTRUCTION MANAGER:

WHARTON-SMITH, INC.

_____

By: (Print Name)_____

Title: _____

Date: _____

EXHIBIT M – Certificate of Insurance form

	COMPANIES AFFORDING COVERAGE
	COMPANY LETTER A
	COMPANY LETTER B
Telephone No.	
NA.ME A.ND ADDRESS OF INSURED	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

nus is to certify that the insurance policiea lilted below have been iuued to the insured and are in force It this time. It is agrHd that none ol these policies will bll cancelled or changad 10 as 10 affect the insurance described by 1h1s can itic ■le until ■h er 30 days notice of such cancellation or change hH bffn delivered *to* the certificate holder et its addresa Shown below. It is1110 agreed that 30 days w11tten notice by the 1n aur■nce companies listed above of their intent not to renew their policies listed below for the same coverage• p,ovided in this certifie1te will b4I given to the cenificata holder 111ts, 1ddreH shown below. The policies shown in this c8"ificata are primary to any insurance carried by the certificate hold«, or any Nit in1uranca program thereof.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMIDD/YY)	POLICY EXPIRATION DATE (MMIDD/YY)	ALL LIMITS IN THOUSANDS
COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE
t,-,..+-, CLAIMS MADE OoccuR.				PRODUCTS-COMP/OPS AGGREGATE
OWNER'S & CONTRACTOR'S PROT.				S S PERSONAL & ADVERTISING INJURY
				I EACH OCCURRENCE
				I
				COMBINED SINGLE LIMIT
ANY AUTO				BODILY INJURY (Pet p,wson) I
ALL OWNED AUTOS				BODILY INJURY (Peraocldent) $
SCHEDULED AUTOS HIRED AUTOS				
NON-OWNED AUTOS				PROPERTY DAMAGE
GARAGE LIABILITY				
EXCESS LIABILITY				
OTHER THAN UMBRELLA FORM				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				$
OTHER				$ (DISEASE· EACH EMPLOYE

☐ Contractual Liability Coverage 0.1cription of Contract:

C,j A.11 insu,ance policies issued in rfllation to the described contr1c1 contain the severability of interest clause applicable to the named insured and P11co County. Florida.
IJ Pasco County, Florida h11 been named as an additional insured as respects the Task Order entered into as deacribed herein:
O Copy of the agent's license with eech insurance company named above or agent's power of attorney e11ecuted by the insurance company must be attached to thi5 certiticete.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Certificate of Insurance

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown in this certificate.

NAME AND ADDRESS OF AGENCY

NAME AND ADDRESS OF CERTIFICATE HOLDER
PASCO COUNTY. FLORIOA

Date Issued _____

Authoriad RepreN nt■tlve _____

ttn: _____

Addre.. _____

ddre■s _____

T•phone Number _____

CO LTR					
	GENERAL LIABILITY				FIRE DAMAGE (Any one fire)
					MEDICAL EXPENSE (Any one person) $
	AUTOMOBILE LIABILITY				
					EACH OCCURRENCE $ / AGGREGATE $
					STATUTORY / (EACH ACCIDENT)
					(DISEASE - POLICY LIMIT)
					:E)

PLEASE READ CAREFULLY

PASCO COUNTY, FLORIDA

CERTIFICATE OF INSURANCE EXPLANATION

Pasco County, Florida (County) requires the use of its Certificate of Insurance as evidence that the insurance requirements of the Master Agreement and Task Order have been complied with and will continue to be complied with as long as the Task Order is in force. The County must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The County must be advised of cancellation or non-renewal of the insurance coverages required or reduction in the coverages provided in compliance with the Task Order as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, non-renewal, or reduction in coverages must be provided to the County so that the County can take proper action to protect itself.

Many Certificates of Insurance are received by the County and many contain wording to the effect that the certificate is issued as a matter of information only and **confers no rights upon the certificate holder.** A common example of this unacceptable language is: should any of the above described policies be cancelled before the expiration date thereof, the issuing company will **endeavor** to mail days written notice to the named certificate holder, **but failure to mail such notice shall impose no obligation or liability of any kind upon the company.**

The County must have the **right** of notice of cancellation, non-renewal, and reduction of coverage as this is part of the insurance requirements of the Task Order entered into and to be relied upon by the County as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license for the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the County that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The County must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the Master Agreement and the Task Order entered into have been met and will continue to be met, without interruption, during the term of the Master Agreement and Task Order entered into unless thirty days written notice is given to it.

No activity shall begin until the County Insurance Certificate is received and

approved. Your cooperation in providing the County with acceptable evidence of insurance requirements compliance, as agreed to in the Task Order, will prevent confusion and delay in allowing the subject matter of this Task Order to be accomplished.

EXHIBIT N – Required Federal Forms (Post-Award)

THE FORMS ON THE FOLLOWING PAGES MUST BE SIGNED AND SUBMITTED BY OFFEROR AT THE TIME OFFEROR SIGNS THE AWARD AGREEMENT.

BUY AMERICA REQUIREMENTS

FOR PROCUREMENT OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING ROLLING STOCK) OVER $150,000

If this Task Order or purchase order is valued in excess of $150,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

☐ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.

☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or USC 5323(j)(2)(D), and 49 CFR part 661.7.

If this Task Order or purchase order is valued in excess of $150,000 and involves the procurement of buses, other rolling stock and associated equipment, the bidder or offeror hereby certifies that it:

☐ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.

☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR part 661.11, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or USC 5323(j)(2)(D), and 49 CFR part 661.7.

Note: This Buy America certification must be submitted to Pasco County, if applicable, with all bids or offers on FTA-funded contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for microcomputer equipment, software, and small purchases (currently less than $150,000) made with capital, operating or planning funds.

WHARTON-SMITH, INC.

_____
Witness No. 1

BY: _____(SEAL)
(Authorized Signature in Ink)

_____
Witness No. 2

_____
(Printed name of Signatory)

_____
(Printed Title of Signatory)

CORPORATE SEAL
(where appropriate)

Date: _____

LOBBYING

For contracts over
$100,000

31 U.S.C. 1352, 2 C.F.R. § 200.450
2 CFR Part 200 Appendix II (J), 49 CFR Part 20

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

WHARTON-SMITH, INC.

_____ BY: _____(SEAL)
Witness No. 1 (Authorized Signature in Ink)

_____ _____
Witness No. 2 (Printed name of Signatory)

_____
(Printed Title of Signatory)

CORPORATE SEAL Date:_____
(where appropriate)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FTA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this response is being submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a

lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management (SAM) database.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FORM BEGINS ON NEXT PAGE

Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this response.

WHARTON-SMITH, INC.

_____ BY: _____(SEAL)
Witness No. 1 (Authorized Signature in Ink)

_____ _____
Witness No. 2 (Printed name of Signatory)

_____
(Printed Title of Signatory)

CORPORATE SEAL Date:_____
(where appropriate)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER $100,000
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor ,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** FAC24-0193 **DATE:** 8/21/2024

SUBJECT: First Amendment to the Master Agreement for Construction Manager at Risk Services (CMAR) Bid No. RFP-DS-23-076 – Wharton-Smith Inc.— Animal Services – Veterinary Clinic & Administration Building — No Funding Required

REFERENCES: FAC24-0072, FAC24-0100, FAC24-0163

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Approve the First Amendment to the Pasco County Master Agreement for Construction Manager at Risk Services Bid No. RFP-DS-23-076 with Wharton-Smith Inc. (Wharton-Smith) as awarded by the Board of County Commissioners (BCC) on March 12, 2024 (the Agreement), to add the Animal Services – Veterinary Clinic & Administration Building construction project to the Agreement, as permitted by the language of the RFP and the Agreement.

Authorize the Chairman to execute two originals of the First Amendment provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On June 16, 2023, at the request of the Facilities Management Department (Facilities), the Purchasing Department solicited a Request for Proposals (RFP) for Construction Manager at Risk (CMAR) Services, which sought multiple contractors to provide preconstruction and/or construction services for numerous County facilities in the coming years. Projects included were Project Group A: Public Works, Fleet Nottingham Facility and Villages of Pasadena Hills Park; Project Group B: Fire Stations 19, 2, 4, 1, 5 and the Fire Rescue Training Center; Project Group C: Wesley Chapel Library, Hudson Library, Anclote River Park, Pasco Sheriff's Office Fleet, and County Fleet Central; and Project Group D: Utilities Administration, East and West, and Facilities Central.

After an Evaluation Committee evaluated the responses received from the responding firms and heard oral presentations from the shortlisted firms for each Project Group, the Committee recommended the award of Project Group A, B and D to Wharton-Smith. On January 9, 2024, the BCC approved the Evaluation Committee's recommendation and executed the Agreement to award Project Group C to Bandes Construction Company (FAC24-0072). The BCC directed the Evaluation Committee to reconvene to determine the most qualified firm to receive an award of Group A, Group B and Group D.

On March 12, 2024, the BCC approved the Evaluation Committee's recommendation that the Pasco County Master Agreement for Construction Manager at Risk Services for Project Group A be awarded to Wharton-Smith, and awarded Agreements to other vendors for Project Groups B and D (FAC24-0097). The Agreement with Wharton-Smith is currently in effect and project work is assigned on a task-order basis when a

project is ready for construction. The task order will specify the type of services needed, e.g., preconstruction or construction services, or both, and Wharton-Smith will function as the general contractor responsible for supervision, bidding, trade contracts, all scheduling, and coordination of each project, as well as the successful, timely and economical completion of each project.

Through the RFP and the Agreement with Wharton-Smith, the County reserved the right to add projects to, or subtract projects from, the projects list specified in Project Group A.

This First Amendment to the Agreement with Wharton-Smith will add the Veterinary Clinic & Administration Building to Project Group A. The Animal Services' new facility will house a full-scale medical center with 4 exam rooms, a prep and recovery area, a surgery suite, a full laboratory and reception on the first floor which is specialized construction. The second floor will house administration. The inclusion of the Construction Manager at Risk at the design stage will ensure they are knowledgeable about the pre-planning for the construction process. As the project moves forward, they will function as the general contractor and provide the most effective and affordable solutions with competitive pricing and the highest-quality work to ensure quality execution at every step in the construction process, as well as the successful, timely and economical completion of this project.

Facilities, with concurrence from the Purchasing Department, request approval of the First Amendment to the CMAR Master Agreement with Wharton-Smith to add the Veterinary Clinic & Administration Building to Project Group A .

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original
2. Mail One Original to:

Mr. Darin A. Crafton, Executive Vice President – Commercial
Wharton-Smith, Inc.
4912 W. LaSalle Street
Tampa, FL 33607
Telephone 813-288-0068
Federal ID No. 59-2392802

ATTACHMENT(S):
1. FAC24-0193 First Amendment - Wharton-Smith (Two Originals)
2. FAC24-0193 Signatory Authorization Resolution
3. FAC24-0193 - Notary Affirmation to Amend Notary Page
4. FAC24-0193 Memorandum FAC24-0072

5. FAC24-0193 Memorandum FAC24-0097
6. FAC24-0193 Agreement RFP-DS-23-076-Wharton-Smith
7. FAC24-0193 Location Map
8. FAC24-0193 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

August 23, 2024

Mr. Darin A. Crafton, Executive Vice President
Wharton-Smith, Inc.
4912 W. LaSalle Street
Tampa, FL 33607

RE: Veterinary Clinic & Administration Building
C15 FAC24-0193

Dear Mr. Crafton:

At the Pasco County Board of County Commissioners meeting of August 21, 2024, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Meeting Overview", scroll down to the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell
Records Clerk III, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

FIRST AMENDMENT
TO PASCO COUNTY MASTER AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR RFP-DS-23-076

THIS FIRST AMENDMENT to the PASCO COUNTY MASTER AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR RFP-DS-23-076 ("the Agreement") is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as to "County") and Wharton-Smith, Inc., a Florida for-profit corporation licensed in the State of Florida, whose business address is 4912 W. LaSalle Street, Tampa, FL 33607 (hereinafter referred to as "Construction Manager").

WITNESSETH

WHEREAS, the County requires the services of experienced contractors to provide preconstruction and construction services for the construction, expansion, and/or renovation of numerous public facilities throughout Pasco County; and

WHEREAS, on June 16, 2023, the County issued solicitation RFP-DS-23-076, for a Request for Proposals to secure multiple contractors to provide preconstruction and construction services for numerous County public facilities, delineated as Groups A, B, C, and D in the RFP, together with all addenda issued ("the RFP"); and

WHEREAS, the County evaluated the responses received and found Construction Manager qualified to perform the necessary preconstruction and construction services; and

WHEREAS, the County and Construction Manager entered into the Agreement dated March 12, 2024, which set forth the terms and conditions, specifically, that it would be effective for seven (7) years;

WHEREAS, the Agreement further provided that Construction Manager will render certain management, preconstruction, and construction services as defined in the Agreement and as more fully described in specific, separately executed Task Orders under the Agreement, specifically for the construction, expansion, and/or renovation of the projects included in Group A (to include, but not be limited to: Public Works/Fleet Nottingham Facility and Villages of Pasadena Hills Park; and

WHEREAS, Section 1.4 of the Agreement, as well as the RFP, additionally provided that the County reserves the right to add projects to, or subtract projects from, the projects list specified in the Agreement, thereby allowing modification of the projects delineated in Group A of the RFP and the Agreement; and

WHEREAS, the County and Construction Manager now desire to amend the Agreement to add one project to the list of Construction Manager Services (Group A) set forth in the Agreement, to be implemented through a separately executed Task Order as provided by the Agreement's terms;

NOW, THEREFORE, the County and Construction Manager, for and in consideration of the mutual covenants and agreements herein contained, hereby mutually agree to amend the Agreement as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. In Section 1.4 of the Agreement, the list of Group A Projects and the table of Group A projects is hereby amended as follows:

- **Group A Projects**
  - Public Works/Fleet Nottingham Facility
    - Currently under design with an estimated completion of design in late 2024.
    - This project will house numerous different departments in an 80,000 square-feet facility. It will also house a Fleet facility on the property.
    - There is extensive site work that is also required.
    - The estimated budget for this project is $60 million.
  - Villages of Pasadena Hills Park (VOPH)
    - The Villages of Pasadena Park is a large district park that will encompass sports fields and a gymnasium.
    - The estimated budget for this park is $30 million.
    - The park will designed in 2024.
    - There may be some pre-construction services requested for this project.
  - Animal Services – Veterinary Clinic & Administration Building
    -

Group A				
Project	Budget (millions)	Funded	Est. Start	Designed
Nottingham	60	Yes	1st qtr. 2025	In progress (Mason Blau)
VOPH	30	Yes	1st qtr. 2025	No
Animal Services	4	Yes	4th qtr. 2025	In progress, WDA
Estimated Total	**94**			

3. The terms, covenants, and conditions set forth in the Agreement, except as specifically amended herein, are hereby ratified, approved, and confirmed in

their entirety. The Agreement shall remain in full force and effect until its expiration.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW ON THE NEXT PAGE].

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this First Amendment to Master Agreement for Construction Manager at Risk Services (RFP-DS-23-076), effective the last day and year entered below.

(SEAL)

ATTEST:

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

By: _____
Ronald E. Oakley
Chairman

APPROVED IN SESSION

Date: AUG 21 2024

PASCO COUNTY BCC

FOR CONSTRUCTION MANAGER
Wharton-Smith, Inc.

Signed By: _____

Print Name: Darin A. Crafton

Title: Chief Operating Officer-Commercial

Date: 7/16/2024

WITNESSES:

_____
Signature

Melodie Bergeron
Print Name of Witness

_____
Signature

Sharona O'Connor
Print Name of Witness

NOTARY ACKNOWLEDGMENT

STATE OF **Florida** }
} ss
COUNTY OF **Seminole** }

The foregoing instrument was acknowledged before me on July 16, 20 24, by means of:
[__X___] physical presence, or
[_____] online notarization
by:

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Darin A. Crafton, who executed the foregoing instrument as
[Title] Chief Operating Officer - Commercial
of [Corporation or Company Name] **Wharton-Smith, Inc.**, a:
[__X___] corporation, or
[_____] limited liability company
organized under the laws of [State] FL,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____Partner (or Agent), on behalf of [Name of Partnership]____
_____, a [State] _____partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact for _____.

****

Said person is (check one below):
[__X__] Personally known to me, or
[_____] Has produced _____ **as identification**
on behalf of [*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]:
Wharton-Smith, Inc.

[Notary Stamp or Seal]

Notary Public State of Florida
Francine Z. Guillemette
My Commission HH 145206
Expires 08/19/2025

_____
Signature of person taking acknowledgment

Francine Z. Guillemette
Print Notary's Name

(Line required to be completed by §117.05, F.S.)

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1, 4, & 5 **FILE NO.:** FAC25-0196 **DATE:** 9/16/2025

SUBJECT: Second Amendment to Master Agreement for Construction Manager at Risk Services (CMAR) (Bid No. RFP-DS-23-076) — Wharton-Smith, Inc. — Developmental Services Building and Go Pasco Multimodal Transfer Stations — No Funding Required

REFERENCES: Memorandum FAC24-0072, FAC24-0097, FAC24-0193

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Approve the Second Amendment to the Pasco County Master Agreement for Construction Manager at Risk (CMAR) Services (Bid No. RFP-DS-23-076) with Wharton-Smith, Inc. (Wharton-Smith), as awarded by the Board of County Commissioners (BCC) on March 12, 2024, (the Agreement), to add the Developmental Services Building and Go Pasco Multimodal Transfer Stations projects to the Agreement, as permitted by the language of the RFP and the Agreement.

Authorize the Chairman to execute two originals of the Second Amendment provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On June 16, 2023, at the request of the Facilities Management Department (Facilities), the Purchasing Department solicited a Request for Proposals (RFP) for Construction Manager At Risk Services (CMAR), which sought multiple contractors to provide preconstruction and/or construction services for several County facilities in the coming years. Projects included were Project Group A: Public Works, Fleet Nottingham Facility (Nottingham) and Villages of Pasadena Hills Park (VOPH); Project Group B: Fire Stations 19, 2, 4, 1, 5 and the Fire Rescue Training Center; Project Group C: Wesley Chapel Library, Hudson Library, Anclote River Park, Pasco Sheriff's Office Fleet, and County Fleet Central, and Project Group D: Utilities Administration, East and West, and Facilities Central.

After an Evaluation Committee evaluated the responses received from the responding firms and heard oral presentations from the shortlisted firms for each Project Group, the committee recommended the award of Project Group C to Bandes. On January 9, 2024, the BCC approved the Evaluation Committee's recommendation and executed the Agreement to award Project Group C to Bandes Construction Company, Inc. (Bandes) (FAC24-0072).

On March 12, 2024, the BCC approved the Evaluation Committee's recommendation that the Pasco County Master Agreement for CMAR Services for Project Group A be awarded to Wharton-Smith and awarded Agreements to other vendors for Project Groups B and D (FAC24-0097). The Agreement with Wharton-Smith is currently in effect and project work is assigned on a task-order basis. Facilities will initiate a project

Task Order with Wharton-Smith as needed when a project is ready for construction. The Task Order will specify the type of services needed (e.g., preconstruction or construction services, or both), and Wharton-Smith will function as the General Contractor and CMAR responsible for supervision, bidding, trade contracts, all scheduling, and coordination of each project, as well as the successful, timely and economical completion of each project.

On August 21, 2024, the BCC approved the First Amendment with Wharton-Smith to include the Animal Services - Veterinary Clinic & Administration Building in Project Group A (FAC24-0193).

In the RFP and the Agreement with Wharton-Smith, the County reserves the right to add projects to, or subtract projects from the projects list specified in Project Group A. This Second Amendment to the Agreement with Wharton-Smith will add the Developmental Services Building and Go Pasco Multimodal Transfer Stations Building to Project Group A. The inclusion of the CMAR at the design stage will ensure they are knowledgeable about the pre-planning for the construction process. As the project moves forward, Wharton-Smith will function as the general contractor and provide the most effective and affordable solutions with competitive pricing and the highest-quality work to ensure quality execution at every step in the construction process, as well as the successful, timely and economical completion of this project.

Facilities, with concurrence from the Purchasing Department, request approval of the Second Amendment to the CMAR Master Agreement with Wharton-Smith to add the Developmental Services Building and Go Pasco Multimodal Transfer Stations to Project Group A.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original
2. Mail One Original to:

Mr. Darin A. Crafton, Executive Vice President – Commercial
Wharton-Smith, Inc.
4912 W. LaSalle Street
Tampa, FL 33607
Telephone 813-288-0068
Federal ID No. 59-2392802

ATTACHMENT(S):
1. FAC25-0153 Second Amendment Wharton-Smith (2 Originals)
2. FAC25-0196 Signatory Authority
3. FAC25-0196 Memorandum FAC24-0072

4. FAC25-0196 Memorandum FAC24-0097
5. FAC25-0196 CMAR Agreement - Wharton
6. FAC25-0196 Memorandum FAC24-0193
7. FAC25-0196 1st Amendment Wharton
8. FAC25-0196 Location Map - Development Services
9. FAC25-0196 Location Map 6827 Fox Hollow
10. FAC25-0196 Location Map Ft. King Rd
11. FAC25-0196 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

SECOND AMENDMENT
TO PASCO COUNTY MASTER AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR RFP-DS-23-076

THIS SECOND AMENDMENT to the PASCO COUNTY MASTER AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR RFP-DS-23-076 ("the Agreement") is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as to "County") and Wharton-Smith, Inc., a Florida for-profit corporation licensed in the State of Florida, whose business address is 4912 W. LaSalle Street Tampa, FL 33607 (hereinafter referred to as "Construction Manager").

WITNESSETH

WHEREAS, the County requires the services of experienced contractors to provide preconstruction and construction services for the construction, expansion, and/or renovation of numerous public facilities throughout Pasco County; and

WHEREAS, on June 16, 2023, the County issued solicitation RFP-DS-23-076, for a Request for Proposals to secure multiple contractors to provide preconstruction and construction services for numerous County public facilities, delineated as Groups A, B, C, and D in the RFP, together with all addenda issued ("the RFP"); and

WHEREAS, the County evaluated the responses received and found Construction Manager qualified to perform the necessary preconstruction and construction services; and

WHEREAS, the County and Construction Manager entered into the Agreement dated March 12, 2024, which set forth the terms and conditions, specifically, that it would be effective for seven (7) years; and

WHEREAS, the County and Construction Manager entered into a First Amendment to Agreement to modify the Agreement dated August 21, 2024, to include Animal Services – Veterinary Clinic & Administrative Building in Group A Projects; and

WHEREAS, the Agreement further provided that Construction Manager will render certain management, preconstruction, and construction services as defined in the Agreement and as more fully described in specific, separately executed Task Orders under the Agreement, specifically for the construction, expansion, and/or renovation of the projects included in Group A (to include, but not be limited to: Public Works/Fleet Nottingham Facility and Villages of Pasadena Hills Park; and

WHEREAS, Section 1.4 of the Agreement, as well as the RFP, additionally provided that the County reserves the right to add projects to, or subtract projects from, the projects list specified in the Agreement, thereby allowing modification of the projects delineated in Group A of the RFP and the Agreement; and

WHEREAS, the County and Construction Manager now desire to amend the Agreement to add two projects to the list of Construction Manager Services (Group A) set forth in the Agreement, to be implemented through a separately executed Task Order as provided by the Agreement's terms; and

WHEREAS, the First Amendment to the Agreement did not detail specifics as to the Animal Services – Veterinary Services & Administration Building project, this adds additional detail regarding said project;

NOW, THEREFORE, the County and Construction Manager, for and in consideration of the mutual covenants and agreements herein contained, hereby mutually agree to amend the Agreement as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. In Section 1.4 of the Agreement, the list of Group A Projects and the table of Group A projects is hereby amended to read as follows:

- **Group A Projects**
  - Public Works/Fleet Nottingham Facility
    - Design was completed in late 2024.
    - This project will house numerous different departments in an 80,000 square-feet facility. It will also house a Fleet facility on the property.
    - There is extensive site work that is also required.
    - The estimated budget for this project is $60 million.
  - Villages of Pasadena Hills Park (VOPH)
    - The Villages of Pasadena Park is a large district park that will encompass sports fields and a gymnasium.
    - The estimated budget for this park is $30 million.
    - The park was designed in 2024.
    - There may be some pre-construction services requested for this project.
  - Animal Services – Veterinary Clinic & Administration Building
    - Animal Services Veterinary Clinic & Administration Building will provide and larger improved area for Veterinarian Services and space for Administration.
    - Design is in progress with Furr, Wegman and Banks
    - The estimated budget for this Building is $4 million.
  - Development Services Building
    - Development has increased the need for additional Public Services due to the increased

population and enforcement in Pasco County, creating a need for additional employees and offices.

- Design for the Development Services Building is currently in procurement.
- Estimated budget for Development Services Building $45 million

o Go Pasco Multimodal Transfer Stations

- Design for Multimodal Transfer Stations to be completed at the end of 2025.
- Design is in progress with Furr, Wegman and Banks
- Transfer Stations to be erected on the following Parcels.
  - 16-25-16-0010-01800-0240 – 6827 Fox Hollow Dr.
  - 11-26-21-0010-00800-0250 – 5878 Fort King Rd.
  - Estimated budget for Fox Hollow – $2.1 million
  - Estimated budget for Fort King Road – $1.5 million

Group A				
Project	Budget {millions)	Funded	Est. Start	Designed
Nottingham	60	Yes	1st qtr. 2024	In progress (Mason Blau)
VOPH	30	Yes	1st qtr. 2025	No
Animal Services	4	Yes	4th qtr. 2025	In progress, FWB
Development Services Building	45	Yes	Est. Winter 2027	RSQ in CAO Office
Go Pasco Multimodal Transfer Stations	3.6	Yes	Est. Summer 2026	In progress, FWB
Estimated Total	**142.6**			

3. The terms, covenants, and conditions set forth in the Agreement, except as specifically amended herein, are hereby ratified, approved, and confirmed in their entirety. The Agreement shall remain in full force and effect until its expiration.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW ON THE NEXT PAGE].

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Second Amendment to Master Agreement for Construction Manager at Risk Services (RFP-DS-23-076), effective the last day and year entered below.

APPROVED
IN SESSION
SEP 16 2025
PASCO COUNTY
BCC

(SEAL)

ATTEST:

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

By: _____
Kathryn Starkey, Chairman

FOR CONSTRUCTION MANAGER
Wharton-Smith, Inc.

By: _____

Print Name: Darin A. Crafton

Title: Chief Operating Officer - Commercial

Date: 8/20/2025

NOTARY ACKNOWLEDGMENT

STATE OF Florida **}**
} ss
COUNTY OF Seminole **}**

The foregoing instrument was acknowledged before me on August 20, 20 25, by means of:
[X] physical presence, or
[ ] online notarization
by:

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Darin A. Crafton, who executed the foregoing instrument as
[Title] Chief Operating Officer - Commercial
of [Corporation or Company Name] Wharton-Smith, Inc., a:
[X] corporation, or
[ ] limited liability company
organized under the laws of [State] _____,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____
_____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact for _____.

****

Said person is (check one below):
[X] Personally known to me, or
[ ] Has produced _____ **as identification**
on behalf of [*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]:
Wharton-Smith, Inc.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]



Francine Z. Guillemette
Print Notary's Name
(Line required to be completed by §117.05, F.S.)

Facilities Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

RLS25-01146

County Team Member	Initials	Date
Mike Carballa	mjc	1/15/26
Olivia De Scala CAO Office	OD	1/16/26
Carrie Roberts		1-9-26
Erik Breitenbach		1/5/26
Andrew Baxter		1/5/26
Paula Wahl	PW	12/22/25
Molly Meadows	Molly Meadows	12.16.2025

Routine: __X__ Urgent ____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Description: Memorandum FAC26-1042, Task Order FM26-003 Transfer Station

Return via courier to: Linda Cagnoli, Hap Clark, Suite 307, LOL Florida

RECEIVED
JAN 15
PASCO COUNTY
ADMINISTRATION OFFICE

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

RECEIVED
JAN 09 2025
Pasco County Attorney's Office

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E.
County Administrator

DATE: 12/16/2025 FILE: FAC26-1042

THRU: Erik K. Breitenbach, P.E., CEM
Assistant County Administrator
(Internal Services)

FROM: Andrew W. Baxter
Facilities Management Director

SUBJECT: CMAR Task Order No. FM26-003 Preconstruction – Wharton- Smith, Inc. – GOPASCO Multimodal Transfer Station – Zephyrhills – $35,673.00

Presented for your review and approval is Task Order No. FM26-003 with Wharton-Smith, Inc. (Wharton-Smith) for preconstruction services for the GOPASCO Multimodal Transfer Station – Zephyrhills Project, in the Not to Exceed (NTE) amount of $35,673.00. The transfer station will serve as a central hub for expanded transportation services in Zephyrhills, which will include a customer service and ticketing area, restroom, and covered pull-up bays for buses. This task order will allow Wharton-Smith to provide pre-construction services for the transfer station, including review of construction documents, development of a construction schedule, and development of solicitation documents.

On June 16, 2023, at the request of the Facilities Management Department, the Purchasing Department solicited a Request for Proposals (RFP-DS-23-076) for Construction Manager at Risk (CMAR) services, seeking contractors to provide preconstruction and construction services for various County projects; the projects were broken down into several "Project Groups" including Project Group A (Public Works, Fleet Nottingham Facility (Nottingham) and Villages of Pasadena Hills Park (VOPH)). Ultimately, on March 12, 2024, the Board of County Commissioners (BCC) approved the award of the agreement for CMAR services for Project Group A to Wharton-Smith (the "CMAR Agreement") (FAC24-0097).

On August 21, 2024, the BCC approved the First Amendment to the CMAR Agreement with Wharton-Smith for the inclusion of the Animal Services – Veterinary Clinic and Administration Building Project in Project Group A. (FAC24-0193).

On September 16, 2025, the BCC approved the Second Amendment to the CMAR Agreement with Wharton-Smith to include the Developmental Services Building and Go Pasco Multimodal Transfer Stations Projects in Project Group A. (FAC25-0196).

The Facilities Management Department, with concurrence from the Purchasing Department, requests approval of CMAR Task Order No. FM26-003 with Wharton-Smith in the amount of $35,673.00 for FY 2026. Funding in the amount of $35,673.00 is budgeted and available in the Capital Projects, Public Transportation, Project 23065. Please sign and return the attached two original task orders to Linda Cagnoli at the Facilities Management Department 4111 Land O'Lakes Blvd. Suite 107, Land O'Lakes, Fl. for distribution.

If you have any questions, please contact Molly Meadows, Sr. Project Manager, at Ext. 2427. Thank you.

AWB/EKB/kc

Approved:

Carrie C. Roberts, Purchasing Director

1-9-26

Date

Approved:

Michael J. Carballa, P.E., County Administrator

1/15/26

Date

ATTACHMENTS:
FAC26-1042 – Task Order FM26-003 (Two Originals)
FAC26-1042 – Preconstruction Proposal
FAC26-1042 – Memorandum FAC24-0072
FAC26-1042 – Memorandum FAC24-0097
FAC26-1042 – Memorandum FAC24-0193
FAC26-1042 – Memorandum FAC25-0196
FAC26-1042 – Division of Corporations – Sunbiz
FAC26-1042 – Location Map

TASK ORDER FOR
CONSTRUCTION MANAGER AT RISK (CMAR)

RFP-DS-23-076

Wharton-Smith, Inc.

GOPASCO MULTIMODAL TRANSFER STATION - ZEPHYRHILLS

Task Order No. FM26-003

THIS Task Order is made and entered into by and between Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter designated as the "COUNTY", and **Wharton-Smith, Inc.** (hereinafter designated as "Construction Manager"), a Florida For-Profit Corporation, whose primary business address is **4912 W. LaSalle Street, Tampa, FL 33607**, to perform all work ("Work") in connection with the management and construction required for the construction, expansion, and/or renovation of the **GOPASCO Multimodal Transfer Station – Zephyrhills** ("Project"), located at **5878 Fort King Road, Zephyrhills, FL 33541**, in **Zephyrhills,** Pasco County, Florida, said Work being set forth in the plans and specifications being prepared by **Furr, Wegman & Banks Architects, P.A.,** the Engineer of Record ("Design Professional"), and all other Task Order Documents hereafter specified, pursuant to the Master Agreement for Construction Manager at Risk Services executed by the COUNTY and the Construction Manager on **March 12, 2024** ("the Master Agreement" or Agreement).

NOW THEREFORE, the COUNTY and Construction Manager, for the consideration set forth herein, agree as follows:

Section 1. Task Order Documents

The Task Order Documents consist of this Task Order and any attachments and exhibits, Request for Proposals -RFP-DS-23-076 and any Addenda issued thereto (the "RFP"), Construction Manager's written response to the RFP, the Exhibits described in Section 8 hereof, any duly executed and issued addenda, Change Orders, Construction Change Directives, Field Orders and amendments relating thereto, and the Master Agreement and all Exhibits, appendices, and schedules attached thereto. Further, the term Task Order Documents shall include all plans and specifications for the construction of the Project ("Construction Documents") being prepared by Design Professional, but only after said Construction Documents have been completed by Design Professional and approved in writing by the COUNTY. All of the foregoing Task Order Documents are sometimes collectively referred to herein as the "Task Order".

For the Project associated with this Task Order, the COUNTY shall furnish Construction Manager with one (1) sealed copy and one (1) reproducible set of the Construction Documents. Any additional copies of Construction Documents, required by Construction Manager for execution of the Work, shall be made by Construction Manager. The reproducible set of the Construction Documents shall be returned to the COUNTY upon final acceptance of the Work or termination of the Task Order, whichever occurs first. Provided, however, the act of the COUNTY in furnishing Construction Manager a reproducible set of Construction Documents for Construction Manager's convenience and such furnishing by the
COUNTY shall not be deemed to be a waiver by the COUNTY or the Design Professional of any copyright, patent or license they may have with respect to the Construction Documents. All such copyrights, patents, and licenses relating to said Construction Documents are hereby expressly reserved by the COUNTY and the Design Professional.

In cases of conflict between Task Order Documents, the order of precedence of the Task Order Documents shall be as follows:

a. This Task Order, Change Orders, and other Task Order Modifications to this Task

Order.

b. The completed Construction Documents, as approved in writing by the COUNTY.

c. The Master Agreement executed by the COUNTY and the Construction Manager, including all Exhibits, appendices, and schedules attached thereto.

d. The RFP and any Addenda issued pursuant to it.

e. Construction Manager's written proposal and any attachments submitted in response to the RFP.

In addition, detailed plans shall take precedence over general plans for the same part of the Work. Specifications and detailed plans which may be prepared or approved by the COUNTY after the execution of the Task Order and which may be fairly inferred from the original specifications and plans are to be deemed a part of such specifications and plans, and that portion of the Work shown thereby shall be performed without any change in the GMP Price or Project Schedule.

With respect to conflicts between large scale drawings and small-scale drawings, the larger scale drawing shall govern.

To the extent the order of precedence above does not address certain items, and where compliance with two or more requirements is indicated in any of the enumerated Task Order Documents and where these requirements within the Task Order Documents conflict in quantity or quality, the Construction Manager shall be required to put the COUNTY on notice in writing of such conflict for the COUNTY's determination, within forty-eight (48) hours thereafter, of which requirement should apply, unless specifically indicated otherwise in the Task Order Documents.

Section 2. Scope of Work

The Scope of Work to be completed under this Task Order is defined as construction management services required for the GMP preparation and construction of the **GOPASCO Multimodal Transfer Station – Zephyrhills** ("Project"), located at **5878 Fort King Road, Zephyrhills, FL 33541**, located in **Zephyrhills**, Pasco County, Florida, said Work being set forth in the plans and specifications being prepared by **Furr, Wegman & Banks, Architects, P.A.**, (hereinafter the "Project"). Construction Manager shall endeavor to construct the work required for the Project in such a manner as will not, or minimally impact, impede or in any way preclude the ability of any existing facility to remain fully operational during the construction of the Project.

2.1 **Project Components**

The Scope of Work to be provided for the Project shall include the following minimum Preconstruction Services components:

1. Estimating:
   a. 100% Construction document estimate (GMP)
2. Bid Package preparation
3. Arranging for document distribution
4. Site Investigations/ Due Diligence
5. Subcontractor pre-qualification
6. Pre-bid conferences
7. Phasing and scheduling
8. Meetings, coordination, and interaction with Vendors and Subcontractors
9. Publishing cost and schedule information
10. Value Enhancement cost options and recommendations
11. Optional building systems analysis and recommendations
12. Construction Schedules
13. Systems estimates
14. Recommendations of project constructability

2.2 **Project Budget.**

The COUNTY's total Project Budget for construction is five million dollars and 00/100 cents ($5,000,000.00). The overall Task Order Amount (which includes the Pre-Construction Phase Fee and the Guaranteed Maximum Price) cannot exceed the Project Budget established by the COUNTY.

2.3 **Project Phases.** The Work to be provided by Construction Manager pursuant to this Task Order may be performed essentially in two phases. Those phases are the Pre-Construction Phase Services and Construction Phase Services. At the discretion of the COUNTY, those two phases may overlap. This Task Order will specify whether both Pre-Construction Phase Services, as well as Construction Phase Services, are included.

A. Pre-Construction Phase Services. The Construction Manager shall review and comment upon the Construction Documents developed by Design Professional. The scope of that review shall include, but not be limited to, reviewing those various documents for value engineering and constructability. During the Pre-Construction Phase, Construction Manager agrees to attend any and all design and preconstruction conferences as requested by the COUNTY and to otherwise assist and cooperate with Design Professional with respect to the design of the Project.

The County's Project Team, in conjunction with the Design Professional and the Construction Manager, will refine the scope of the Project during the initial design stage to be consistent with the COUNTY's Project Budget.

The Construction Manager shall also attend Utility Coordination meetings and assist the COUNTY with responding to inquiries from any other regulatory agency regarding Pre- Construction aspects of this Project.

When the COUNTY and Construction Manager agree that the design of the Project is sufficiently developed and documented to allow detailed pricing, Construction Manager shall

develop, prepare, and submit a Guaranteed Maximum Price (GMP) Proposal to the COUNTY in accordance with Exhibit K. The COUNTY shall accept such GMP within thirty (30) days of the date of the receipt unless such time is mutually extended. If the COUNTY does not accept the GMP within the time period herein provided, such proposal shall be presumed to be rejected by the COUNTY and the Construction Manager shall be entitled to payment for all Pre-Construction Phase services in the amount indicated in Section 4-A of the Task Order.

Construction Manager shall provide all other services during the Pre-Construction Phase of the Project as set forth in Exhibit A, Article 8.

B. Construction Phase Services. After the Construction Documents have been sufficiently completed by Design Professional and approved by the COUNTY for all of the Work (or such portions thereof as may be designated by the COUNTY in writing), and the COUNTY and Construction Manager have agreed in writing upon the GMP to be paid Construction Manager and the Task Order Time for the Work (or designated portions thereof) as hereafter provided, Construction Manager shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all of the terms and conditions of the Task Order Documents. It is recognized and agreed that any review or input of the design portions of the Task Order Documents are made in Construction Manager's capacity as a contractor and not as a licensed design professional and shall not be considered professional design services.

Section 3. Relationship of Parties

3.1 Communications During Project

The parties acknowledge that clear lines of communication and defined scope authority between representatives of the COUNTY and the Construction Manager and the Construction Manager and the Design Professional and the County are essential to the successful completion of the Project. The Construction Manager, prior to commencement of the Construction Phase Services, shall prepare and submit for the COUNTY's review and acceptance a proposed communication plan for use during the Project. This communication plan shall contain, at a minimum, procedures for the enhancement of communication and cooperation between the COUNTY, the Construction Manager, the Design Professional, separate contractors, inspectors, and other consultants and subcontractors on the Project, as well as procedures for the speedy and efficient resolution for implementing, documenting, reviewing and processing field questions and responses, field variance authorizations and directives, minor changes, Construction Change Directives, Field Directives, and Change Orders.

3.2 Construction Manager's Obligations

The Construction Manager accepts the relationship of trust and confidence established by this Task Order. The Construction Manager covenants with the COUNTY to cooperate with the Design Professional; to utilize the Construction Manager's best skill, efforts and judgment in

furthering the interest of the COUNTY; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of the COUNTY, and the Task Order terms and conditions. Further, the Construction Manager acknowledges that (i) it has represented to the COUNTY that it has specific expertise in the planning, management and construction of projects of similar size, cost and complexity and (ii) that such representation is a material inducement to the COUNTY to enter into this Task Order.

3.3 **Construction Manager's Project Representative**

Construction Manager hereby designates **Johnny Santos** as its Project Executive for this Project, with full authority to bind and obligate the Construction Manager on all matters arising out of or relating to the Work or the Task Order Documents. Construction Manager agrees that the Project Executive shall devote whatever time is required to satisfactorily manage the Work and further agrees that the Project Executive shall not be removed or replaced by Construction Manager without the COUNTY's prior approval, which approval shall not be unreasonably withheld.

3.3 **COUNTY's Project Representatives**

The COUNTY has established a Leadership Team ("LT") to oversee the development of the Project. It consists of individuals from the Facilities Management Department Director ("Director") & staff ("COUNTY Project Manager"). While the input of any other affected department is crucial to the successful completion of the Project, the COUNTY's representatives will serve as the final decision maker as indicated below. The Construction Manager shall coordinate all correspondence, submittals, applications for payment, requests for information, change orders, claims and any other requests or documents through the Design Professional, and the COUNTY's Project Manager, unless otherwise specified in this Task Order.

The Director, in coordination with the Design Professional, is authorized, to determine or answer, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and/or as to the interpretation of the Work to be performed under the Task Order Documents.

The Construction Manager shall be bound by all determinations or orders as communicated by the COUNTY's Director or his designee, or the COUNTY Project Manager, and shall promptly respond to requests of the COUNTY's Project Manager and/or Design Professional, including the withdrawal or modification of any previous order, and regardless of whether the Construction Manager agrees with the COUNTY's determination or requests. Where requests are made orally, the COUNTY's Project Manager and/or Design Professional will follow up in writing, as soon thereafter as is practicable.

The COUNTY's Director and/or Project Manager shall have authority to act on behalf of the COUNTY to the extent provided by this Task Order, unless otherwise modified in writing by the COUNTY. All instructions to the Construction Manager shall be issued in writing. All instructions to the Construction Manager shall be issued through the Director or the COUNTY's

Project Manager.

The COUNTY's Project Manager and Design Professional shall have access to the Project Site during normal work hours, unless access is required by the COUNTY due to health, safety or welfare of the COUNTY or the public. The Construction Manager shall provide safe facilities for such access so the COUNTY's Project Manager and Design Professional may perform their functions under the Agreement. The COUNTY's Project Manager and Design Professional will make periodic visits to the Work Site to become generally familiar with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Task Order Documents.

Construction Manager shall be responsible for/and in full control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and shall carry out the Construction Work in accordance with the Task Order Documents.

The COUNTY's Project Manager will have authority to reject Construction Work that does not conform to the Task Order Documents' requirements. Whenever, in his or her reasonable opinion, it is considered necessary or advisable to ensure the proper implementation of the Task Order Documents, the COUNTY's Project Manager will have authority to require special inspections or testing of the Construction Work, whether or not such Construction Work is fabricated, installed or completed. Neither the COUNTY's Project Manager's and Design Professional's authority to act under this Article, nor any decision made by him/her in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the COUNTY's Project Manager and Design Professional to the Construction Manager, any Subcontractor, Subconsultant, supplier or any of their agents, employees, or any other person performing any of the Construction Work.

The COUNTY also reserves the right to utilize a private company under contract with the COUNTY to provide on-site construction examination and observation services for the Project. Such services are intended to be additional services and are not intended to and shall not be construed to supplant or alter the role and responsibilities of the COUNTY Project Manager, Design Professional, or the Construction Manager. While this company will represent the COUNTY at the site, the company and its employees have no authority to authorize changes or deviations from the Task Order Documents.

All interpretations and recommendations of the Director, the COUNTY's Project Manager, and the Design Professional shall be consistent with the intent of the Task Order Documents.

The Director, the COUNTY's Project Manager, and the Design Professional will not be responsible for the acts or omissions of the Construction Manager, or anyone employed or contracted directly or indirectly by the Construction Manager, including any Subcontractor, Subconsultant, or any of their agents or employees, or any other persons performing any of the Work.

Wherever the terms of this Task Order refer to some action, consent, or approval (excluding approvals of Change Orders, Construction Change Directive, or amendments to the Task Order) to be provided by the COUNTY or some notice, report or document is to be provided to the

COUNTY, such reference to "the COUNTY" shall mean the COUNTY's Board of County Commissioners or their designee, the County Administrator or the County Administrator's designee (to the extent such designee has been expressly authorized by the COUNTY) for this Task Order.

For purposes of this Task Order, the COUNTY representatives listed herein shall have the following level of authority to approve Construction Change Directive or Authorization for Contingency Releases: COUNTY's Project Manager up to $5,000; COUNTY's Facilities Director up to $25,000; Assistant County Administrator for Internal Services up to $50,000; and the County Administrator up to the full amount of the contingency amount included in the GMP and/or the amount provided for in the COUNTY's Purchasing Ordinance. The County Administrator shall also have the authority to approve a Change Order or amendment to this Task Order or the Master Agreement as permitted by the COUNTY'S Purchasing Ordinance.

Section 4. Task Order Amount

In consideration of the full and faithful performance by Construction Manager of the covenants in this Task Order, the COUNTY agrees to pay, or cause to be paid, to Construction Manager the following amounts (herein "Task Order Amount"), in accordance with the terms of this Task Order:

A Pre-Construction Phase Services. For all Pre-Construction Phase Services, enumerated in this Task Order, and in Exhibit A, Article 8, Construction Manager shall receive compensation as follows:

- Lump Sum of **$35,673.00**, as evidenced by Construction Manager's Preconstruction Services Proposal which is attached hereto as Exhibit V and incorporated herein

- Invoices shall be submitted to the COUNTY for the percentage of the pre-construction services completed on a monthly basis.

B. Construction Phase Services. With respect to the Construction Phase Services to be provided by Construction Manager hereunder, the COUNTY shall:

- reimburse Construction Manager for the Cost of the Work (as that term is defined hereafter); pay the Construction Manager a Construction Manager's Fee to be negotiated for the completion of the Construction Phase services; and
- pay the Construction Manager a lump sum amount to be negotiated for the Cost of General Conditions at the site during the Construction Phase of the Project.

The Construction Manager's Fee for the Construction Phase Services shall be the Construction Manager's total compensation for all overhead not reimbursable as Cost of the Work under Section 5.A. below, as well as the Construction Manager's total profit for the Construction Phase Services. The Construction Manager agrees to provide the COUNTY with a Guaranteed Maximum Price (GMP) proposal for the total sum of the Construction Manager's Fee, plus the Cost of the Work (including General Conditions), plus the Construction Manager's Contingency, within 60 calendar days after the Construction Documents in the opinion of the COUNTY and

Construction Manager are sufficiently completed by Design Professional and approved in writing by the COUNTY.

The GMP shall be based on actual subcontractor cost proposals as negotiated with the various subcontractors. Further, the proposal shall be broken down into the categories and level of detail required by the COUNTY. The Construction Manager agrees that all its books, records, and files, with respect to its development of the GMP proposal, shall be open to the COUNTY for review and copying. The final guaranteed maximum price shall be mutually agreed upon by the COUNTY and Construction Manager and shall be set forth in the GMP Amendment to this Task Order. The form for the GMP Amendment is attached hereto as Exhibit K.

The Construction Manager shall provide a detailed breakdown acceptable to the COUNTY of its GMP proposal, as well as for the final GMP. The Construction Manager guarantees that in no event shall the sum of the Construction Manager's Fee, the total Cost of the Work (including General Conditions), and the Construction Manager's Contingency exceed the GMP, however, the GMP may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives. In the event the Construction Manager and the COUNTY fail to reach an agreement on the GMP, the COUNTY may elect to terminate this Task Order and revise the Master Agreement accordingly. In the event of any such termination, the Construction Manager shall be entitled to receive that portion of the Task Order Amount attributable to the Pre-Construction Phase Services; but the Construction Manager shall not be entitled to any further or additional compensation from the COUNTY, including but not limited to, damages or lost profits on portions of the Work not performed.

Contingency. The Construction Manager shall include a line item for Construction Manager's Contingency amount in the Schedule of Values for the Project, which Contingency amount, if accepted by the COUNTY, shall be included within the GMP and to the GMP Task Order Amendment for the Project, and subject to the prior agreement of the COUNTY. The Contingency shall be used as the source of funds for unforeseen costs that are reasonably and necessarily incurred and paid by the Construction Manager, which costs shall be at rates not higher than the standard paid in Pasco County, in connection with the proper performance of Work required hereunder which Work was unforeseeable by the Construction Manager, the Design Professional, and the COUNTY at the time of execution of the GMP Task Order Amendment. Use of the Construction Manager's Contingency shall be at the sole discretion of the COUNTY and requires the prior written approval of the COUNTY as stated elsewhere in these documents and/or as delegated. Such approval will not be unreasonably withheld.

1. The Construction Manager's Contingency shall be utilized to compensate for the increased Cost of the Project incurred by the Construction Manager due to unforeseen circumstances relating to construction of that Project which resulted in an unavoidable increase in costs, except when deemed the responsibility of the COUNTY. The Construction Manager will be required to furnish documentation evidencing all expenditures charged to the Construction Manager's Contingency and demonstrating that the costs incurred were necessary for the Work. The Construction Manager shall identify the amount sought to be charged to the Construction Manager's Contingency and the reasons why the amount should be charged to that Contingency.

2. The Construction Manager's Contingency shall not be used for rework, cost increase

caused by a lack of coordination or communication with the Design Professional or Subcontractors, or to correct errors and omissions in the Task Order Documents. The Task Order amount for the Construction Phase is guaranteed by the Construction Manager not to exceed the GMP. If cost of the Construction Phase exceeds the GMP, as may be adjusted by Change Orders, the Construction Manager shall pay the overrun without reimbursement from the COUNTY. The Construction Manager agrees to use all reasonable efforts to maximize cost savings during the Construction Phase.

3. The COUNTY, as stated elsewhere in these documents, must approve any and all expenses of the Construction Manager to be billed to and paid from the Construction Manager's Contingency, and such approval shall be requested and approved in advance of incurring such expenses, where practicable, and said approval will not be unreasonably withheld. The Construction Manager shall submit to the COUNTY a list of names, addresses, licensing information, and phone numbers of the Subcontractors that Construction Manager intends to use for each portion of the Construction Work, as well as identify in writing those portions of the Construction Work it intends to perform with its own employees.

Section 5. Cost of the Work

A Costs to be Reimbursed. The term Cost of the Work shall mean all costs necessarily and reasonably incurred by Construction Manager in the proper performance of the Construction Phase Services portion of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of the COUNTY only after the Construction Manager has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection A:

a. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project site or, with the COUNTY's written agreement, at off-site workshops.

b. Wages or salary of the Construction Manager's supervisory, technical, and administrative personnel who are stationed at the Project site with the COUNTY's written concurrence.

c. Wages and salaries of the Construction Manager's supervisory, technical, and administrative personnel when assigned to this Project and specifically working on this Project in the Construction Manager's administrative or home offices.

d. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.

e. Rental charges, at standard industry rates for the area, for temporary facilities,

machinery, vehicles, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site, whether rented from Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Manager or others, shall be subject to the COUNTY's prior written approval.

f. Cost of removal and proper disposal of debris from the Project site.

g. Costs of telegrams, long distance telephone calls, cellular telephone calls, Internet service, Information Technology services, postage and parcel delivery charges, and telephone service at the Project site and reasonable petty cash expenses of the Project site office.

h. That portion of the reasonable travel and subsistence expenses of Construction Manager's personnel, assigned to the Project site, incurred while traveling outside of the Pasco County area in discharge of duties connected with the Work, provided all of such expenses and charges are consistent with the rates provided under Section 112.061, Florida Statutes, and shall be subject to the prior written approval of the COUNTY. Temporary living and travel expenses of employees who are not relocated but assigned to the Project must be consistent with the rates provided under Section 112.061, Florida Statutes, and upon written approval of the COUNTY.

i. Cost of reproducing and printing of materials required for the Project, subject to the rates provided under Section 112.061, Florida Statutes.

j. Sales, use, or similar taxes imposed by a governmental authority which are related to the Work and for which Construction Manager is liable.

k. Fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Manager is required by the Task Order Documents to pay.

l. Fees of testing laboratories for tests required by the Task Order Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of the Master Agreement and this Task Order.

m. Royalties and license fees paid for the use of a particular design, process or product required by the Task Order Documents.

n. Deposits lost for causes other than Construction Manager's fault or negligence.

o. Legal, mediation and arbitration costs, other than those arising from disputes between the COUNTY and Construction Manager, or caused by the Construction Manager's acts or omissions, reasonably incurred by Construction Manager in performance of the Work and with the COUNTY's prior written consent.

p. Costs reasonably incurred in repairing or correcting damage or nonconforming Work executed by Construction Manager, or its subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence of the Construction Manager.

q. Cost of Public Information Programs or other neighborhood functions hosted by the Construction Manager at the direction of the COUNTY.

r. Cost of site safety as provided by Construction Manager

s. Cost of documentation, inspection and testing as required for the preparation of the Final Estimate and implementation of the Construction Manager's quality control process. Bonds and insurance premiums as required by the Task Order.

t. Cost to protect the Work and adjacent property from loss and damage.

u. Costs of applicable insurance and bonds at a rate to be agreed to by the Parties herein.

The General Conditions will be paid as a lump sum appropriately spread over the course of the work and as defined in the GMP Task Order Amendment.

Subcontract and Material Costs.

a. Payments made by the Construction Manager to subcontractors in accordance with the requirements of the applicable written subcontracts ("Subcontract Costs"). All subcontractor costs will be documented by signed subcontractor invoices.

b. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction ("Material Costs"). All Material Costs must be documented by copies of invoices.

c. Costs of materials described in subsection 5. A., above, in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the COUNTY at the completion of the Work or, at the COUNTY's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales, shall be credited to the COUNTY as a deduction from the Costs of the Work.

B Costs Not to Be Reimbursed. The Cost of the Work shall not include the following items:

a. Except as provided in subsection 5. A., salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project site office.

b. Except as provided in the Fringe Benefits rate included in subsection 5. A., expenses of Construction Manager's principal office and offices other than the Project site office.

c. Overhead and general expenses, except as may be expressly included in subsection 5. A.

d. Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work.

e. Rental costs of machinery and equipment, except as specifically provided in subsection 5. A.

Except as expressly provided in subsection 5. A., costs due to the negligence of Construction Manager, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.

f. Any costs not specifically and expressly described in subsection A above.

g. Costs which would cause the GMP to be exceeded (as the GMP may be adjusted pursuant to the terms herein for Change Order and Construction Change Directives.)

h. The Construction Manager is responsible, without reimbursement from the COUNTY, for re-inspection fees and costs; to the extent such re-inspections are due to the negligence of the Construction Manager.

C Discounts, Rebates and Refunds.

1. Cash discounts obtained on payments made by the Construction Manager shall accrue to the COUNTY if (i) before making the payment, the Construction Manager included them in an application for payment and received payment therefore from the COUNTY, or (ii) the COUNTY has deposited funds with Construction Manager with which to make payments otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the COUNTY, and the Construction Manager shall make provisions so that they can be secured.
2. Amounts which accrued to the COUNTY in accordance with the provisions of subsection 5. C. 1 shall be credited to the COUNTY as a deduction from the Cost of the Work.

D. Local Preference in Contracting

The Construction Manager is strongly encouraged to identify opportunities to hire qualified County residents and businesses to perform work or provide services or materials for the Project when feasible. Construction Manager also encouraged to apply the local preference in purchasing adopted by the County when evaluating bids during the term of the Task Order and is expected to secure the cooperation of subcontractors in this effort as well.

This provision does not apply if state or federal funds are used to fund the Project or the Work.

Section 6. Bonds

A Within ten (10) business days after the GMP is agreed to by the COUNTY and Construction Manager, and at or before the date the GMP Task Order Amendment is executed by the COUNTY, the Construction Manager shall provide the COUNTY with Performance and

Payment Bonds, in the form prescribed in Exhibits C and D, in the amount of 100% of the total sum of the GMP, the costs of which are to be paid by the Construction Manager. The Performance and Payment Bonds must comply with the provisions of this Section and must be otherwise acceptable to the COUNTY:

B. The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the Florida Office of Insurance Regulation authorizing it to write surety bonds in the State of Florida.

1. The surety company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

2. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.

3. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

4. The Bonds must be fully performable in Florida, with service and venue in Pasco County, Florida.

5. The surety company shall have at least the minimum rating of A (CLASS VIII) in the latest issue of Best's Key Rating Guide.

6. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

a Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the Florida Office of Insurance Regulation to do business in this state have been met.

b. In the case of a surety insurance company, in addition to the deduction for reinsurance, the amount deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

c. If the surety for any bond furnished by Construction Manager is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Task Order Documents, the Construction Manager shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and the COUNTY's approval.

d In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, Construction Manager shall record within 5 days in the Public Records of Pasco County, Florida, a copy of the Performance and Payment Bonds. The Construction Manager shall deliver within 10 days to the COUNTY a copy of the recorded Bonds. The delivery of such evidence is a condition precedent to the COUNTY's obligation to make any progress payments to Construction Manager hereunder.

Section 7. Task Order Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Task Order.

B. The "Pre-Construction Commencement Date" shall be established in a Notice to Proceed to be issued by the County. The Construction Manager shall commence the Pre-Construction Phase Services portion of the Work within five (5) calendar days after the Pre-Construction Phase Commencement Date.

C Any Work performed by Construction Manager prior to the Pre-Construction Phase Commencement Date shall be at the sole risk and expense of Construction Manager.

D. The "Construction Phase Commencement Date" shall be established in the GMP Task Order Amendment. Construction Manager shall commence the Construction Phase Services portion of the Work within five (5) calendar days after the Construction Phase Commencement Date. No portion of the Work, with respect to the Construction Phase Services to be provided hereunder, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by the COUNTY in writing. The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Task Order Time". The Task Order Time is set forth with more specificity in subsection 7(E.) below.

E. Because the Work may be completed in more than one phase, the timely completion of each phase is critical to the timely completion of the second phase and, therefore, completion of the entire Project. Accordingly, if applicable, the Construction Manager agrees to provide the Pre- Construction Phase Services in accordance with the design schedule established pursuant to the terms of the Design Professional's Agreement. With respect to the Construction Phase Services, the GMP Amendment shall include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by the Construction Manager. That Substantial Completion date shall be established in terms of calendar days after the Construction Phase Commencement Date. In the event the Construction Manager and the COUNTY fail to reach an agreement on the Task Order Time and the Substantial Completion date, the COUNTY may elect to terminate this Task Order and modify the Master Agreement accordingly. In the event of any such termination, the Construction Manager shall be entitled to receive that portion of the Task Order Amount attributable to the Pre-Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by the COUNTY; but the Construction Manager shall not be entitled to any further or additional compensation from the COUNTY, including but not limited to, damages or lost profits on portions of the Work not performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where the COUNTY can occupy or utilize the Work for its intended purpose. Design Professional shall certify the date Substantial Completion of the Work is achieved. If the COUNTY has designated portions of the Work to be turned over to the COUNTY prior to Substantial Completion of the entire Work, the Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by the COUNTY within 30 calendar days after the Substantial Completion date.

F. The COUNTY and Construction Manager recognize that, because time is of the essence

for this Task Order, the COUNTY will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of the COUNTY's damages, will be difficult, if not impossible, to definitively ascertain and quantify, because this is a public construction project that will, when completed, benefit the public in Pasco County, Florida. The parties therefore expressly agree that it is appropriate and fair that the COUNTY receive liquidated damages from Construction Manager, if Construction Manager fails to achieve Substantial Completion of the Work within the required Task Order Time. Should Construction Manager fail to substantially complete the Work within the required time period, the COUNTY, upon thirty (30) days written notice to the Construction Manager, shall be entitled to assess liquidated damages $500.00 per day, but not as a penalty, for each calendar day after the missed Project Milestone thereafter until the Milestone or Substantial Completion of the entire Project is achieved. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the COUNTY's actual damages at the time of contracting if Construction Manager fails to substantially complete the Work in a timely manner.

G. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the laws of Florida, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by the COUNTY.

Section 8. Exhibits Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Task Order.

Exhibit A: General Terms and Conditions
Exhibit B: Supplemental Terms and Conditions
Exhibit C: Form of Payment Bond
Exhibit D: Form of Performance Bond
Exhibit E: Insurance Requirements
Exhibit F: Form of Release and Affidavits
Exhibit G: Form of Application for Payment/Schedule of Values
Exhibit H: Form of Change Order/Consent of Surety to Change
Exhibit I: Master Project Schedule Milestones
Exhibit J: Construction Manager's Staffing Schedule
Exhibit K: GMP Amendment to Task Order between the COUNTY and Construction Manager
Exhibit L: Truth-In-Negotiation Certificate
Exhibit M: Certificate of Insurance Form
Exhibit N: Required Federal Forms (Post Award)
Exhibit V: Construction Manger's Preconstruction Services Proposal

In case of inconsistency, ambiguity, or discrepancy between Task Order Documents, the Exhibits shall govern over the Task Order Agreement.

Section 9. Notices

All notices required or made pursuant to this Task Order by the Construction Manager to the COUNTY shall be in writing and may be given (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by e-mail with a read-receipt to the other party, with a confirmation hard-copy to be mailed via regular United States mail, or (iv) by hand delivery to the appropriate address as herein provided, or (v) by telecopy with confirmation copy to be mailed.

Notices required hereunder shall be directed to the following addresses:

COUNTY:
Pasco County- Facilities Director
Pasco County- Facilities Department
7220 Osteen Road
New Port Richey, FL 34653
Via Email to: ABaxter@pascocountyfl.net

Construction Manager:
Wharton Smith, Inc.
Attn: Johnny Santos
4912 LaSalle Street,
Tampa, FL 33607

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 10. Construction Manager's Public Records Obligations

The Construction Manager is responsible for its compliance with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the Construction Manager shall (a) keep and maintain public records required by the County to perform the service under the Agreement; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Task Order term and following completion of the Task Order if the Construction Manager does not transfer the records to the County; and (d) upon completion of the Task Order, transfer, at no cost to the County, all public records in possession of the Construction Manager. Upon transfer, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this Task Order will become the property of the County. This paragraph shall survive the expiration or termination of this Task Order.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TASK ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (727) 847-834-3292, EXT. 3919, PRR@MYPASCO.NET, OR 7536 STATE STREET, NEW PORT RICHEY, FL 34654.

Under Florida law, a contractor (such as the Construction Manager) who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of this Task Order and/or the Master Agreement and may serve as grounds for termination of this Task Order and the Master Agreement accordingly.

Section 11. Nondiscrimination, Equal Employment Opportunity, Americans with Disabilities Act, and E-Verify Program

The Construction Manager shall be responsible for any fines or penalties that may be assessed or imposed on the County as a result of the Construction Manager's non-compliance relating to Work activities performed for this Project.

The Construction Manager warrants and represents that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the Construction Manager's performance under this Task Order on account of race, color, sex, religion, age, handicap, marital status or national origin. The Construction Manager further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Task Order or the Agreement.

The Construction Manager shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by the County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Construction Manager shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. ADA compliance relating to the design of the facilities included as part of the overall Project shall be the responsibility of the COUNTY's Design Professional. The Construction Manager also has the responsibility to make sure the construction of the facilities complies with the ADA aspects of the design.

A contractor or consultant, like Construction Manager, entering into a contract with a public entity (such as the COUNTY) is required to be registered with the U.S. Department of Homeland Security's E-Verify System and to utilize it to verify the work authorization status of all newly hired employees throughout the term of the Task Order. The contractor or consultant, or Construction Manager, shall also be required to obtain and retain affidavits from all

subcontractors or subconsultants utilized during the Task Order verifying that they do not employ, contract with, or subcontract with any unauthorized aliens as that term is defined in 8 U.S.C.S. 1324a(h)(3). The failure to comply with this requirement constitutes grounds for termination of the Task Order and for such other penalties as provided under section 448.095, Florida Statutes.

If a public employer has terminated a contract with a contractor like Construction Manager for failure to comply with the requirements of the paragraph above, the Construction Manager may not be awarded a public contract for at least one year after the date on which the contract was terminated.

The COUNTY reserves the right to request verification of compliance from its consultants and contractors like Construction Manager during the term of its contract with the COUNTY and for a period of up to five (5) years thereafter. Should a COUNTY-retained consultant, contractor, and/or its subconsultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant, contractor and/or its subconsultant(s), like Construction Manager, will be solely responsible for the payment of any fines or costs imposed upon the county as a result of such non-compliance. Compliance with this section is mandatory for all projects.

Section 12. Independent Contractor

The Construction Manager is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Construction Manager covenants and agrees that the Construction Manager will conduct business in a manner consistent with that status, that the Construction Manager will not claim to be an officer or employee of the County for any right or privilege applicable to an officer or employee of the County, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; Social Security coverage; retirement membership, or credit.

The Construction Manager's staff shall not be considered employees of the County, and the Construction Manager alone shall be responsible for their Work, the direction thereof, and their compensation and benefits of any kind. Nothing in the Task Order Documents shall impose any liability or duty on the County on account of the Construction Manager's acts, omissions, liabilities or obligations of those of any person, firm, company, agency association, corporation, or organization engaged by the Construction Manager as a Subcontractor, expert, Construction Manager, independent contractors, specialist, trainee, employee, servant or agent or for taxes of any nature, including, but not limited to: unemployment insurance; worker's compensation and anti-discrimination, or workplace legislation of any kind. The Construction Manager hereby agrees to indemnify and hold harmless the County against any such liabilities, to the extent they arise from actions directed or taken by the Construction Manager. Tax savings afforded to the County for the direct purchase of materials shall not be applicable to this section 12.

Section 13. Third Party Beneficiaries

Neither the Construction Manager nor the County intends to directly or substantially benefit a third party by this Task Order. Therefore, the parties agree that there are no third-party beneficiaries to this Task Order and that no third party shall be entitled to assert a claim against either of them based upon this Task Order. The parties expressly acknowledge that it is not their

intent to create any rights or obligations in any third person or entity under this Task Order.

Section 14. Modification

No modification or amendment to the Task Order shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 15. Successors and Assigns

Subject to other provisions hereof, the Task Order shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Task Order.

Section 16. Governing Law

The Task Order shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 17. No Waiver

The failure of the COUNTY to enforce at any time or for any period of time any one or more of the provisions of this Task Order shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 18. Each Party May Avail Itself of All Remedies

Each Party may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing. The Parties' rights and remedies as set forth in the Task Order Documents are not exclusive and are in addition to any other rights and remedies in law or in equity.

Section 19. Funding Availability Clause

Funding for this Task Order is contingent on the availability of County funds and continued authorization for program activities and the Task Order is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

Section 20. Entire Task Order Agreement

Each of the parties hereto agrees and represents that the Task Order comprises the full and entire agreement between the parties affecting the Work contemplated for the Project, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Task Order.

Section 21. Severability

Should any provision of the Task Order be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 22. Construction

Unless the context of this Task Order otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof', "herein", "hereunder", and similar terms in this Task Order refer to this Task Order as a whole and not to any particular provision of this Task Order, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Task Order and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Task Order shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

Section 23 Execution in Counterparts/ Effective Date

This Task Order may be executed in counterparts, the sum of which will be considered an original. An electronic copy of a party's signature will also be treated as an original for purposes of this Task Order. The effective date for purposes of this Task Order shall be considered the date on which the COUNTY executes this Task Order.

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IN WITNESS WHEREOF, the parties have caused this Task Order No. FM26-003 to be executed by their duly authorized representatives as indicated below.

COUNTY:
BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

By: _____
Michael J. Carballa, P.E.
County Administrator

Date: 1/15/26

CONSTRUCTION MANAGER:
WHARTON-SMITH, INC.

By: _____

Printed Name: Darin A. Crafton

Title: Chief Operating Officer - Commercial

Date: 12/9/2025

APPROVED FOR LEGAL FORM & SUFFICIENCY
OFFICE OF THE COUNTY ATTORNEY

BY: _____
DATE: 1/15/2026

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} **ss**
COUNTY OF Seminole }

The foregoing instrument was acknowledged before me on December 09, 20 25, by means of:

[X] **physical presence** or
[ ] **online notarization**

by ***[as applicable, complete one (1) of the four (4) choices below]***:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] Darin A. Crafton, who executed the foregoing instrument as [Title] Chief Operating Officer - Commercial of [Corporation or Company Name] Wharton-Smith, Inc., a:
[X] **corporation** or
[ ] **limited liability company**
organized under the laws of [State] Florida,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name] _____, Partner (or Agent), on behalf of [Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] _____, as attorney in fact for _____.

****

Said person is (check one below):
[X] **Personally known to me**, or
[ ] **Has produced** _____ **as identification,**
on behalf of Wharton-Smith, Inc.
[*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]

FGUILLEMETTE
Signature of person taking acknowledgment
Francine Z. Guillemette
Print Notary's Name
(This must be provided per § 117.05, F.S.)

[Notary Stamp or Seal]



EXHIBIT A - GENERAL TERMS AND CONDITIONS

1. INTENT OF TASK ORDER DOCUMENTS.

It is the intent of the Task Order Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Task Order Documents. Any work, materials or equipment that may reasonably be inferred from the Task Order Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Task Order Documents. If the Task Order Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Task Order Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein. Provided, however, in the event the standard specification, manual, code, law or regulation is changed after the GMP Amendment has been executed by the parties, Construction Manager shall be entitled to a Change Order equitably adjusting the Task Order Amount and/or Task Order Time to the extent such change materially impacts the Task Order Time and/or Task Order Amount.

If during the performance of the Work, Construction Manager discovers a conflict, error or discrepancy in the Task Order Documents, Construction Manager immediately shall report same to the COUNTY and the Design Professional in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Design Professional. Prior to commencing each portion of the Work, Construction Manager shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Construction Manager shall carefully compare such measurements and conditions with the requirements of the Task Order Documents, taking into consideration all other relevant information known to Construction Manager, for the purpose of identifying and bringing to the COUNTY's attention all conflicts or discrepancies with the Task Order Documents.

Drawings are intended to show general arrangements, design, and extent of Work, and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Task Order Document provisions, Construction Manager shall be required to comply with the provision which is the more restrictive or stringent requirement upon Construction Manager, as determined by the COUNTY. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Task Order Documents.

2. INVESTIGATION AND UTILITIES.

2.1 Construction Manager shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following and subject to Section herein: those affecting transportation, access, legal disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Construction Manager to acquaint itself with any applicable conditions shall not relieve Construction Manager from any of its responsibilities to perform under the Task Order Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2 Construction Manager shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Construction Manager shall contact the COUNTY of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Construction Manager shall schedule and coordinate its Work around any such relocation or temporary service interruption. Construction Manager shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

2.3 During the performance of the Work, Construction Manager or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Construction Manager is legally liable, causes a disruption to any Utilities service to other facilities or customers within the Project area, Construction Manager shall take all actions necessary and required to immediately restore such Utilities service. If Construction Manager fails to take such immediate actions, the COUNTY shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the COUNTY as a result thereof shall be reimbursed to the COUNTY by Construction Manager within five (5) business days of written demand for same from the COUNTY.

3. SCHEDULE.

3.1 The Construction Manager shall prepare and provide the various schedules set forth in Exhibit B to the Task Order (collectively, the "Project Schedules"), as well as a Master Project Schedule that incorporates all Project Schedules.

3.2 The Project Schedule shall be updated by Construction Manager as often as is specified in section B.3 of Exhibit B to the Task Order. The Master Project Schedule and all updates to it shall be subject to the COUNTY's and Design Professional's review and comment.

4. PROGRESS PAYMENTS.

4.1 Construction Manager's monthly Applications for Payment shall be in such form and contain such detail and backup as the COUNTY reasonably may require. Such detail and backup shall include documentation of actual payments made.

4.2 At the time it submits its GMP proposal to the COUNTY, Construction Manager also shall submit to the COUNTY and Design Professional, for their review, a Schedule of Values based upon the GMP proposal. The Schedule of Values will be based on the major items of work. The Schedule of Values will be structured so that the costs of the major items of work can be allocated to the various elements of work. The Schedule of Values will be attached to the GMP Amendment and shall be used as the basis for Construction Manager's monthly Applications for Payment thereafter. The Schedule of Values shall be updated for the current month Change Orders and Construction Change Directives and submitted each month to Design Professional and the COUNTY along with a completed and notarized copy of the Application for Payment form attached to the Task Order as Exhibit G.

4.3 If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the COUNTY has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the COUNTY's interest therein, all of which shall be subject to the COUNTY's satisfaction.

4.4 Construction Manager shall e-mail a notarized copy of its monthly Application for Payment to the COUNTY (and retain the original notarized Application for Payment for inspection by the COUNTY as requested) or Design Professional as directed by the COUNTY, on a monthly basis. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Within seven (7) calendar days after receipt of each Application for Payment, Design Professional shall, upon request or as directed by the COUNTY, submit to the COUNTY a Certificate for Payment in the amount recommended by Design Professional as being due and owing Construction Manager. The COUNTY shall pay Construction Manager that portion of Design Professional's Certificate for Payment which the COUNTY approves as being due and owing Construction Manager within twenty (20) calendar days of the COUNTY's approval of same. Otherwise, if the COUNTY does not request or direct that Design Professional submit a Certificate for Payment to the COUNTY, within seven (7) calendar days after receipt of each Application for Payment, the COUNTY will issue a Certificate of Payment in the amount due and owing Construction Manager and pay the Construction Manager within twenty (20) calendar days of issuance of the Certificate of Payment.

4.5 In accordance with sections 255.077 and 255.078, Florida Statutes, retainage in the amount of 5% will be withheld from each monthly payment made to Construction Manager. Upon completion of all items on the list of completion as defined by section 255.077, Florida Statutes, Construction Manager may submit a payment request for all remaining retainage

withheld by the COUNTY.

4.6 Monthly payments to Construction Manager shall in no way imply approval or acceptance of Construction Manager's work.

4.7 Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to the Task Order as Exhibit F, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. the COUNTY shall not be required to make payment until and unless these affidavits are furnished by Construction Manager. Further, if Construction Manager is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which the COUNTY has paid Construction Manager, Construction Manager agrees to refund such money to the COUNTY.

5. PAYMENTS WITHHELD.

5.1 Design Professional may, upon request or as directed by the COUNTY, review each Application for Payment submitted by Construction Manager and shall make recommendations to the COUNTY as to the proper amounts, if any, which may be owed to the Construction Manager under the Application for Payment. If requested or directed by the COUNTY to review such a payment request, Design Professional's payment recommendation shall be evidenced by a Certificate for Payment issued by Design Professional to the COUNTY. All Certificates for Payment are subject to the COUNTY's review and approval. Both Design Professional and the COUNTY shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Manager in an Application for Payment, or rescind any amount previously certified and approved in a Certificate for Payment, and the COUNTY may withhold any payments otherwise due Construction Manager under this Task Order, to the extent it is reasonably necessary, to protect the COUNTY from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Task Order Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against the COUNTY attributable to the negligence of Construction Manager; (c) Construction Manager's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Task Order Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Task Order Time; (f) Construction Manager's failure to satisfactorily prosecute the Work in accordance with the requirements of the Task Order Documents; or (g) any other material breach of the requirements of the Task Order Documents by Construction Manager. the COUNTY shall have the right, but not the obligation, to take any corrective action the COUNTY deems appropriate to cure any of the above noted items, at Construction Manager's expense, if Construction Manager has not started with a cure, to the COUNTY's reasonable satisfaction, of any of the above noted items within five (5) working days after Construction Manager's receipt of written notice from the COUNTY.

6. FINAL PAYMENT.

6.1 The COUNTY shall make final payment to Construction Manager in accordance with the Florida Local Government Prompt Payment Act, provided the Work is finally accepted by the COUNTY in accordance with Paragraph 24.2 herein, and provided that Construction Manager first, and as an explicit condition precedent to the accrual of Construction Manager's right to final payment, shall have furnished the COUNTY with a properly executed and notarized final release (conditioned only upon receipt of final payment) in the form of the Release and Affidavit attached to the Task Order as Exhibit F, as well as a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Task Order Documents or the COUNTY. Construction Manager's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Manager against the COUNTY arising out of this Task Order or otherwise relating to the Project, except those identified in writing by Construction Manager as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by the COUNTY shall be deemed to be a waiver of the COUNTY's right to enforce any obligations of Construction Manager hereunder or to the recovery of damages for defective Work not discovered by the COUNTY or Design Professional at the time of final inspection.

6.2 The Task Order will be considered complete when all Work has been completed and accepted by the County. The Construction Manager will then be released from further obligation except as set forth in Paragraph 25, Warranty.

7. SUBMITTALS AND SUBSTITUTIONS.

7.1 Construction Manager shall carefully examine the Task Order Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Manager shall submit all such materials in such form and manner as required by the Task Order Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. The Construction Manager shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to the Design Professional for review and action. Within fourteen (14) days, the Design Professional will transmit them back to the Construction Manager who will then issue the submittals to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. The Construction Manager shall request the Design Professional to make interpretations of the drawings or specifications requested of it by the subcontractors. The Construction Manager shall advise the Design Professional in writing which submittals or requests for clarification have the greatest urgency; the purpose being to enable the Design Professional to prioritize requests coming from the Construction Manager. The Construction Manager shall advise the COUNTY and Design Professional in writing when timely response is not occurring on any of the above.

7.2 Whenever materials or equipment are specified or described in the Task Order Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of

other suppliers may be accepted by the COUNTY and Design Professional if sufficient information is submitted by Construction Manager to allow the COUNTY and Design Professional to determine whether the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by the COUNTY from anyone other than Construction Manager. All such requests, to the extent possible, should be submitted by Construction Manager to Design Professional prior to the setting of the GMP.

7.3 If Construction Manager wishes to furnish or use a substitute item of material or equipment, Construction Manager shall make application to the COUNTY and the Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Manager's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Task Order Documents (or in the provisions of any other direct contract with the COUNTY for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the COUNTY and the Design Professional in evaluating the proposed substitute. The COUNTY and the Design Professional may require Construction Manager to furnish at Construction Manager's expense additional data about the proposed substitute.

7.4 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Task Order Documents, Construction Manager may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to the COUNTY and the Design Professional, if Construction Manager submits sufficient information to allow the COUNTY and the Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Task Order Documents. The procedures for submission to and review by the COUNTY and the Design Professional shall be the same as those provided herein for substitute materials and equipment.

7.5 The COUNTY and the Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional and the COUNTY shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed, or utilized without the COUNTY's and Design Professional's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. The COUNTY may require Construction Manager to furnish at Construction Manager's expense a special performance guarantee or other surety with respect to any substitute. The cost of such guarantee would be reimbursable from the Construction Manager's Contingency funds, provided that this cost is presented with the proposed substitute. If the COUNTY rejects the proposed substitute, at the COUNTY's discretion, the COUNTY may require Construction Manager to reimburse the COUNTY for the charges of Design Professional and Design Professional's consultants for evaluating the proposed substitute.

8. PRE-CONSTRUCTION PHASE SERVICES.

8.1 As applicable, Construction Manager shall provide the following review and commentary services, in addition to any other Pre-Construction Phase Services required by the terms of this Task Order.

8.2 Review, Recommendations, and Warranty: The Construction Manager shall familiarize itself thoroughly with all aspects of the plans and specifications for the Project. If applicable, the Construction Manager shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives including assistance to the Design Professional and the COUNTY in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of erection and early completion of the Work. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required. The Construction Manager shall submit to the COUNTY and Design Professional such comments as may be appropriate concerning construction feasibility and practicality. The Construction Manager shall call to the COUNTY's and the Design Professional's attention any defects in the design, drawings and specifications or other documents of which it is aware.

8.3 Review Reports: If applicable, within twenty-one (21) days after receiving the documents produced by the Design Professional, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph above and on factors set out in Paragraphs 8.4 and 8.5 below. Within the same twenty one (21) day period, the Construction Manager shall submit to the COUNTY, with copies to the Design Professional, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as the Construction Manager may deem appropriate, and all actions taken by the Design Professional with respect to same, any comments the Construction Manager may deem to be appropriate with respect to separating the Work into separate subcontracts, alternative materials, and any other appropriate or required comments.

AS APPLICABLE, AT THE TIME THE GMP IS MUTUALLY ESTABLISHED, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED IN THE GMP TASK ORDER AMENDMENT, THE CONSTRUCTION MANAGER SHALL BE DEEMED TO HAVE WARRANTED TO THE COUNTY, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT WITH EACH OTHER, PRACTICAL, FEASIBLE AND CONSTRUCTABLE. FURTHER, THE CONSTRUCTION MANAGER SHALL BE DEEMED TO HAVE WARRANTED TO THE COUNTY THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTABLE WITHIN THE TASK ORDER TIME.

8.4 Long Lead Procurement: If applicable, the Construction Manager shall review the Project design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and consult with Design Professional concerning same. When each item is identified, the Construction Manager shall notify the subcontractors, the COUNTY and the Design Professional of the required procurement and schedule. Such information shall be

included in the bid documents and made a part of all affected subcontracts. The Construction Manager shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items, and advise the COUNTY and Design Professional of any problems or possible delays in delivery. As part of the Pre-Construction Phase, the Construction Manager shall also identify material or equipment which can be purchased directly by the COUNTY as a tax-exempt sale as a cost saving measure.

8.5 Interfacing: If applicable, the Construction Manager shall take such measures as are appropriate to ensure that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontractors and the general conditions items without duplication or overlap and sequenced to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, its schedule for start and completion and its relationship with the other separate subcontractors.

8.6 Without assuming any design responsibilities of the Design Professional, the Construction Manager shall include in the reports required above under this Section 8, comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Design Professional may arrange for necessary corrections.

9 CONSTRUCTION PHASE SERVICES.

Construction Manager shall provide the following services in addition to any other Construction Phase Services required by the terms of this Task Order:

9.1 The Construction Manager shall arrange for all job-site facilities as required by the COUNTY and necessary to enable the Construction Manager and Design Professional to perform their respective duties and to accommodate any representatives of the COUNTY which the COUNTY may choose to have present on the job, the description of such facilities to be finalized prior to the establishment of the GMP.

9.1.1 Tangible personal property, otherwise referred to as job- site facilities, include, but are not limited to such things as trailers, toilets, typewriters, computers. and any other equipment necessary to carry on the Work.

9.1.2 For all such job-site facilities purchased, which may become the property of the COUNTY at the conclusion of the Work, the Construction Manager shall maintain ownership responsibilities of such facilities until final acceptance of the Work.

9.2 The Construction Manager is responsible for proper care and maintenance of all equipment while in its control. The Construction Manager's administration of the Work shall include the following:

9.2.1 Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

9.2.2 Maintain a roster of companies on the Project with names and telephone numbers of

key personnel.

9.2.3 Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

9.2.4 Provide labor relations management for a harmonious, productive Project.

9.2.5 The Construction Manager also shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:

9.2.6 Job Meetings:
Conduct a preconstruction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, Construction Manager shall arrange and conduct regular monthly Project status meetings with the Design Professional and the COUNTY.

9.2.7 Construction Manager shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Construction Manager shall identify the party or parties responsible for following up on any problems, delay items or questions, and Construction Manager shall note the action to be taken by such party or parties. Construction Manager shall revisit each pending item at each subsequent meeting until resolution is achieved. Construction Manager shall attempt to obtain from all present any problems or delaying event known to them for appropriate attention and resolution.

9.2.8 Shop Drawing Submittals: Provide staff to coordinate the review and processing of shop drawings and substitution request supplied by the subcontractor with the Design Professional. Maintain a complete log of all submittals of shop drawings, noting the dates of first submittal and subsequent reviews, re-submittals, and approvals. The Design Professional will review and approve shop drawings and substitution request for substantial conformance with the design concept of the project.

9.2.9 Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for all subcontractors and maintain a material and equipment expediting log.

9.2.10 Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

9.2.11 Document Interpretation: Refer all questions for interpretation of the Task Order Documents to the Design Professional in writing.

9.2.12 Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to the COUNTY and the Design Professional, including

information on subcontractors' Work, and the percentage of completion. Keep a daily log available to the COUNTY, the Design Professional, and any permitting authority inspectors.

9.2.13 Subcontractors Progress: Prepare periodic punch lists for subcontractors' work including unsatisfactory or incomplete items and schedules for their completion.

9.2.14 Substantial Completion: Pursuant to the provisions of Paragraph 23.1 of these General Terms and Conditions, ascertain when the Work or designated portions thereof are ready for the Design Professional's Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Construction Manager and reviewed and supplemented by Design Professional, prepare a schedule for their completion indicating completion dates for the COUNTY's review.

9.2.15 Final Completion: Monitor the subcontractors' performance on the completion of the Work and provide notice to the COUNTY and Design Professional when the Work is ready for final inspection. Secure, review and certify compliance with the Task Order Documents, then transmit to the COUNTY, through the Design Professional, all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, record drawings, and maintenance books.

9.2.16 Start-Up: With the COUNTY's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.

9.2.17 Record Drawings: Pursuant to the terms of Paragraph 10.2 hereafter, the Construction Manager shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by Construction Manager into the final record drawings.

9.3 The Construction Manager shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

9.3.1 Subcontracts and Purchase Orders
9.3.2 Subcontractor Licenses
9.3.3 Shop Drawing Submittal/Approval Logs
9.3.4 Equipment Purchase/Delivery Logs
9.3.5 Contract Drawings and Specifications with Addenda
9.3.6 Warranties and Guarantees
9.3.7 Cost Accounting Records
9.3.8 Labor Costs
9.3.9 Material Costs
9.3.10 Equipment Costs
9.3.11 Cost Proposal Request
9.3.12 Payment Request Records
9.3.13 Meeting Minutes

9.3.14 Lab Test Reports
9.3.15 Insurance Certificates and Bonds
9.3.16 Cost-Estimates
9.3.17 Bulletin Quotations
9.3.18 Contract Changes
9.3.19 Permits
9.3.20 Material Purchase Delivery Logs
9.3.21 Technical Standards
9.3.22 Design Handbooks
9.3.23 "As-Built" Marked Prints
9.3.24 Operating & Maintenance Instruction
9.3.25 Daily Progress Reports
9.3.26 Monthly Progress Reports
9.3.27 Correspondence Files
9.3.28 Transmittal Records
9.3.29 Inspection Reports
9.3.30 Subcontractor Selection Information
9.3.31 Subcontractor Negotiations
9.3.32 Punch Lists
9.3.33 PMIS Schedule and Updates
9.3.34 Suspense (Tickler) Files of Outstanding Requirements
9.3.35 Policy and Procedure Manual

The Project files and records shall be available at all times to the COUNTY and Design Professional or their designees for reference, review, or copying.

9.4 The Construction Manager shall provide the following services with respect to the Work, to facilitate the smooth, successful and timely occupancy of the Project by COUNTY:

9.4.1 The Construction Manager shall provide consultation and project management to facilitate COUNTY's occupancy of the Project and provide transitional services to place the Work "online" in such conditions as will satisfy the COUNTY's operations requirements. The services include the Construction Manager's coordination of the delivery of the COUNTY supplied furniture, fixtures and equipment for the Project.

9.4.2 The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the COUNTY in such a manner as to promote their usability. The Construction Manager shall provide the COUNTY's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training may be videotaped by the COUNTY for subsequent presentation to the COUNTY's operations and maintenance personnel.

9.4.3 The Construction Manager shall secure required guarantees and warranties and shall assemble and deliver same to the COUNTY in the manner required by the COUNTY.

9.4.4 Construction Manager shall be responsible for material and equipment shipment, handling, inspection, storage, and protection (including any required maintenance) during the execution of the Work within each Phase, until each Partial Substantial Completion is reached, respectively.

10. DAILY REPORTS, RECORD TASK ORDER DOCUMENTS, AND MEETINGS.

Construction Manager shall prepare, maintain, and submit to Design Professional and the COUNTY, for their review and approval, the various logs, reports, and schedules set forth in Exhibit B to the Task Order. The Construction Manager's complete performance of its obligation to prepare, maintain and submit those logs, reports, and schedules is a condition precedent to the COUNTY's obligation hereunder to make payments of the Construction Manager's Fee to Construction Manager. These logs, reports and schedules shall not constitute nor take the place of any notice required to be given by Construction Manager to the COUNTY or Design Professional pursuant to the Task Order Documents.

10.1 Construction Manager shall maintain in a safe place at the Project site one record copy and one permit set of the Task Order Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Design Professional, in good order and annotated to show all changes made during construction. The record Task Order Documents shall be updated by Construction Manager throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Manager shall certify the accuracy of the updated record Task Order Documents. As a condition precedent to the COUNTY's obligation to pay the Construction Manager's Fee, Construction Manager shall provide evidence, satisfactory to the COUNTY and Design Professional, that Construction Manager is fulfilling its obligation to update the record Task Order Documents. All buried and concealed items, within the Project site, shall be accurately located on the record Task Order Documents as to depth and in relationship to not less than two (2) permanent features. The record Task Order Documents shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Task Order Documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the COUNTY and Design Professional for reference. Upon completion of the Work and as a condition precedent to Construction Manager's entitlement to final payment, the record Task Order Documents, samples and shop drawings shall be delivered to Design Professional by Construction Manager for the COUNTY.

10.2 Construction Manager shall advise the COUNTY, its representatives, and Design Professional of their requested or required participation in any meeting or inspection giving each at least one calendar week's written notice unless such notice is made impossible by conditions beyond the Construction Manager's fault and control, in which case at least 48 hours' prior written notice must be given.

11. TASK ORDER TIME AND TIME EXTENSIONS.

11.1 Construction Manager shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Construction Manager or anyone for whom the Construction Manager is liable. Unless expressly noted otherwise in the Task Order Documents, the Construction Manager shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Task Order Documents, and the coordination of the COUNTY's suppliers and contractors as set forth in Section 15 herein.

11.2 Should the Construction Manager be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Manager, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, pandemics, quarantine regulation, strikes, lockouts, utility work being performed within the project limits by local government agencies, or by, unusually severe weather conditions by comparison with the ten-year Pasco County, Florida, average not reasonably anticipatable, Construction Manager shall be entitled to an extension of time only provided that it shall notify the COUNTY and the Design Professional in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Construction Manager may have had to request a time extension.

11.3 If the Construction Manager encounters on the Project site any materials reasonably believed by the Construction Manager to be petroleum or petroleum-related products or other hazardous or toxic substances which have not been rendered harmless, the Construction Manager immediately shall (i) stop Work in the area affected and (ii) report the condition to the COUNTY in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Task Order Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by the Construction Manager or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Task Order Time and Construction Manager shall indemnify and defend the COUNTY and hold the COUNTY harmless for any costs incurred by the COUNTY with respect to such hazardous material.

11.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the COUNTY and Design Professional may be responsible, in whole or in part, shall relieve Construction Manager of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. Construction Manager expressly acknowledges and agrees that it shall receive no damages for concurrent delays. Construction Manager's sole remedy, if any, against the COUNTY for any concurrent delays will be the right to seek an extension to the Task Order Time. Notwithstanding the foregoing, if the Work is delayed

due to the fault or neglect of the COUNTY or anyone for whom the COUNTY is liable, including Design Professional, for a cumulative period of more than thirty (30) days over the life of the Project, Construction Manager shall be entitled to its reasonably direct costs associated with said delay as well as an extension of the Task Order Time from the COUNTY. In no event shall either party be liable whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration (unless otherwise directed in writing by COUNTY), soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

12. CHANGES IN THE WORK.

12.1 The COUNTY shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless the COUNTY has agreed in writing to a longer period of time), the Construction Manager shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by the COUNTY or the Design Professional, no addition or changes to the Work shall be made except upon written order of the COUNTY, and the COUNTY shall not be liable to the Construction Manager for any increased compensation or adjustment to the Task Order Time without such written order. No officer, employee, or agent of the COUNTY is authorized to direct any extra or changed work orally.

12.2 Change Order, in the form attached as Exhibit H to this Task Order, shall be prepared by the Construction Manager, reviewed by the Design Professional if requested by the COUNTY and the COUNTY, and executed promptly by the parties after an agreement is reached between the Construction Manager and the COUNTY concerning the requested changes. The Construction Manager shall promptly perform changes authorized by duly executed Change Orders. The Task Order Amount and Task Order Time shall be adjusted in the Change Order in the manner as the COUNTY and the Construction Manager shall mutually agree.

12.3 If the COUNTY and the Construction Manager are unable to agree on a Change Order for the requested change, the Construction Manager shall, nevertheless, promptly perform the change as directed by the COUNTY in a written Construction Change Directive. In that event, the Task Order Amount and Task Order Time shall be adjusted as directed by the COUNTY. If the Construction Manager disagrees with the COUNTY's adjustment determination, Construction Manager must make a claim pursuant to Section 14 of these General Conditions or else be deemed to have waived any claim it might otherwise have had on that matter.

12.4 In the event a requested change is approved by the COUNTY which results in either an increase or decrease to the Task Order Amount, a Change Order shall be issued which increases or decreases the GMP by the amount of Construction Manager's actual and reasonable direct Cost of the Work. The Construction Manager shall be entitled to receive an increase in the amount of fifteen percent (15%) of the change in the Cost of the Work for compensation for General Conditions (which includes insurance and bond cost), and additional Task Order Time when the Scope of Work is increased or extended in accordance with the Change Order process. The Construction Manager's compensation for General

Conditions and Task Order Time shall be reduced when the Scope of Work is decreased in accordance with the Change Order process so as to result in an actual reduction of General Conditions costs. The Construction Manager shall provide written documentation justifying a change in compensation and time to the COUNTY within thirty (30) days of the occurrence of the event, giving rise to such request.

12.5 The COUNTY shall have the right to conduct an audit of Construction Manager's books and records, as well as those of its subcontractors and suppliers, to verify the accuracy of Construction Manager's claim with respect to Construction Manager's costs associated with any Change Order or Construction Change Directive.

12.6 With the concurrence of the COUNTY, Design Professional may direct Construction Manager to make nonmaterial changes to the Work, so long as such changes do not require or result in any adjustment to the Task Order Amount, Task Order Time, or Project quality, and are generally within the scope of the Work. All such changes must be evidenced by a written order from Design Professional to Construction Manager, with a copy to the COUNTY. Construction Manager shall comply with all such orders.

12.7 The Construction Manager shall have a Direct Purchase program in place that the COUNTY can utilize at its convenience during the duration of the Project. In the event COUNTY elects to make any purchases of materials directly (Direct Purchases) which currently reside within the GMP, the parties shall execute a Change Order deducting said amount, plus any applicable sales tax paid by COUNTY from the GMP, but hereby expressly agree that in no way shall said Change Order result in any decrease of Construction Manager's Fee or General Conditions Costs.

13. CHANGED CONDITIONS

13.1 Notwithstanding anything in the Task Order Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Task Order Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Task Order Documents, and which reasonably should not have been discovered by the Construction Manager as part of its scope of site investigative services required pursuant to the terms of the Task Order Documents, then the Construction Manager shall provide the COUNTY with prompt written notice thereof before conditions are disturbed and in no event later than seven (7) calendar days after first observance of such conditions. the COUNTY and the Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Construction Manager's cost of, or time required for, performance of any part of the Work, the COUNTY will acknowledge and agree to an equitable adjustment to the Task Order Amount or Task Order Time, or both, for such Work. If the COUNTY determines that the conditions at the site are not materially different from those indicated in the Task Order Document or not of an unusual nature or should have been discovered by the Construction Manager as part of its investigative services, and that no change in the terms of the Task Order is justified, the COUNTY shall so notify Construction Manager in writing, stating its reasons. Claims by

Construction Manager in opposition to such determination by the COUNTY must be made within seven (7) calendar days after Construction Manager's receipt of the COUNTY's written determination notice. If the COUNTY and Construction Manager cannot agree on an adjustment to the Task Order Amount or Task Order Time, the parties shall comply with the dispute resolution procedure set forth in the Task Order Documents.

14. CLAIMS AND DISPUTES.

14.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Task Order Documents.

14.2 Initial notice of Claims by Construction Manager shall be made in writing to the COUNTY within seven (7) calendar days after the first day of the event giving rise to such Claim or else Construction Manager shall be deemed to have waived the Claim. Written supporting data shall be submitted to the COUNTY within thirty (30) calendar days after the occurrence of the event, unless the COUNTY grants additional time in writing, or else Construction Manager shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Paragraph 12.4 hereof.

14.3 Construction Manager shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending Claim, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments in accordance with the Task Order Documents during the pendency of any Claim.

14.4 Prior to the initiation of any action or proceeding permitted by this Task Order to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. As a condition precedent to the initiation by the Construction Manager of any claim against the County through administrative proceedings or in arbitration, or to the filing of any action in law or equity against the County, the Construction Manager shall, at least sixty (60) days in advance thereof, provide Notice to the County of its intent to pursue said claim, and for a period not less than fifteen (15) days during the first (45) days following the date of the Notice, deliver to the at the Office of the County Attorney in New Port Richey, Florida, for inspection and copying, the original books and records in the possession or control of the Construction Manager which may be related, directly or indirectly to the claim or action, regardless of whether the COUNTY has affirmatively and expressly requested the same. The COUNTY reserves the right to request additional documentation relating to the claim or action based on its review of the books or records produced. In lieu of delivering the original books and records, the Construction Manager may, at its own expense, deliver to said Office of the County Attorney complete and legible photocopies of all such original books and records within thirty (30) days of the date of the Notice, however, nothing herein shall be construed to curtail the rights of the County to, *inter alia,* inspection and copying under the Public Records Law provision of this Task Order.

14.5 Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through

mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The costs of the mediation shall be equally divided between the COUNTY and the Construction Manager. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

14.6 This Task Order shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any litigation between the COUNTY and Construction Manager (which term for the purposes of this subparagraph shall include the Construction Manager's surety), whether arising out of any Claim or arising out of the Task Order or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and the COUNTY and the Construction Manager each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the COUNTY and Construction Manager shall lie and be only in the appropriate State courts of the State of Florida's Sixth Judicial Circuit in and for Pasco County, Florida (West Pasco Judicial Center) and the United States District Court in and for the Middle District of Florida- Tampa Division (Federal court matters). Construction Manager consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14.7 Subject to the provisions of section 768.28, Florida Statutes, and unless otherwise specifically enumerated herein or mutually agreed to through a Change Order or Modification, except in the case of Fraud, Gross Negligence, or Willful Misconduct, and as set forth in Section 11.4 of Exhibit A of the Task Order, neither party shall be liable to the other for any consequential, special, or incidental damages, including damages for loss of use, lost profits, or loss of expected gains, however caused, known or unknown, anticipated or unanticipated.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this article shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Master Agreement or Task Order.

15. OTHER WORK.

15.1 The COUNTY may perform other work related to the Project at the site by the COUNTY's own forces, have other work performed by a utility authorized by the COUNTY or let other direct contracts. If the fact that such other work is to be performed is not noted in the Task Order Documents, written notice thereof will be given to Construction Manager prior to starting any such other work. If Construction Manager believes that such performance will involve additional expense to Construction Manager or require additional time, Construction Manager shall send written notice of that fact to the COUNTY and Design Professional within seven (7) calendar days of being notified of the other work. If Construction Manager fails to send the above required seven (7) calendar days' notice, Construction Manager will be deemed to have waived any rights it otherwise may have had to seek an extension to the Task Order Time or adjustment to the Task Order Amount.

15.2 Construction Manager shall afford each utility the COUNTY authorizes and other contractor who is a party to such a direct contract with the COUNTY (or the COUNTY, if the COUNTY is performing the additional work with the COUNTY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Construction Manager shall be responsible for all damage to the work of others caused by the performance of its Work. Further, Construction Manager shall not in any way cut or alter the work of others without first receiving the written consent of that other person and the COUNTY.

15.3 If any part of Construction Manager's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Construction Manager shall inspect and promptly report to the COUNTY in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within seven (7) calendar days of the time Construction Manager first became aware of the delay, defect or deficiency or by the scheduled commencement of Construction Manager's dependent Work, whichever occurs first. Construction Manager's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with Construction Manager's Work.

16. INSURANCE.

16.1 During the term of this Task Order, Construction Manager shall provide, pay for, and maintain, with companies satisfactory to the COUNTY, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of this Task Order, by Construction Manager, Construction Manager has delivered to the COUNTY properly executed Certificates of Insurance (on the modified ACCORD form attached as Exhibit M to the Agreement) evidencing the fact that Construction Manager has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required may be reviewed by the COUNTY, on a timely basis, if requested by the COUNTY. These Certificates and policies shall contain provisions that thirty (30) calendar days written notice shall be given the COUNTY of any cancellation, or intent not to renew. Construction Manager shall also notify the COUNTY, in a like manner, within two (2) calendar days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Construction Manager from its insurer, and nothing contained herein shall relieve Construction Manager of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Construction Manager shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of Construction Manager shall be primary to any insurance or self-insurance program carried by the COUNTY.

16.2 All insurance policies required by this Task Order, shall include the following provisions and conditions by endorsement to the policies:

16.2.1 The term "County Commissioners of Pasco County Florida" shall include the

Board of County Commissioners of Pasco County, a political subdivision of the State of Florida and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of Pasco County.

16.2.2 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by Construction Manager to meet the requirements of the Master Agreement and this Task Order shall name the County Commissioners of Pasco County, Florida, as that name is defined in subparagraph 16.2.1, above, as an additional insured as to the operations of Construction Manager under the Task Order Documents and shall contain a severability of interests provision. Such policies shall also list the COUNTY as a certificate holder.

16.2.3 Companies issuing the insurance policy or policies shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Construction Manager.

16.2.4 All insurance coverages of Construction Manager shall be primary to any insurance or self-insurance program carried by the COUNTY applicable to this Task Order, and the "Other Insurance" provisions of any policies obtained by Construction Manager shall not apply to any insurance or self-insurance program carried by the COUNTY applicable to this Task Order, provided the COUNTY has modified their coverage on an excess basis.

16.2.5 The Certificates of Insurance, which are to be provided pursuant to paragraph 16.1 above, must identify the Master Agreement and this Task Order, and be on the form attached as Exhibit M.

16.2.6 All insurance policies shall be fully performable in Pasco County, Florida, and shall be construed in accordance with the laws of the State of Florida.

16.2.7 All insurance policies to be provided by Construction Manager pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Pasco County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Pasco County, Florida or the United States District Court in and for the Middle District of Florida - Tampa Division for a federal claim.

16.3 The acceptance by the COUNTY of any Certificate of Insurance pursuant to the terms of the Master Agreement and this Task Order evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the COUNTY that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Master Agreement and this Task Order.

16.4 Before starting and until completion of all Services required hereunder, Construction Manager shall procure and maintain insurance of the types and to the limits specified in Exhibit E, "Insurance Coverage," which is attached hereto and made a part hereof Construction Manager shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work or services, insurance of the types and to the limits specified in Exhibit E, unless such insurance

requirement for the subconsultant or subcontractor is expressly waived in writing by the COUNTY.

16.5 If any insurance provided pursuant to the Master Agreement and/or this Task Order expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by the COUNTY, certified, true copies of the renewal binders, may be viewed by the COUNTY prior to the date of expiration.

16.6 Should at any time Construction Manager not maintain the insurance coverages required in this Task Order, the COUNTY may, with thirty (30) days written notice, cancel the Task Order and any Work Authorizations issued pursuant to the Task Order or at its sole discretion shall be authorized to purchase such coverages and charge Construction Manager for such coverages purchased. If Construction Manager fails to reimburse the COUNTY for such costs within thirty (30) calendar days after demand, the COUNTY has the right to offset these costs from any amount due Construction Manager under this Task Order. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of the COUNTY to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Task Order.

16.7 All insurance companies from whom Construction Manager obtains the insurance policies required hereunder must meet the following minimum requirements:

16.7.1 The insurance company must be duly licensed and authorized by the Florida Office of Insurance Regulation to transact the appropriate insurance business in the State of Florida.

16.7.2 The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Task Order.

16.7.3 The insurance company must have an A. M. Best policyholder rating of either "A+", "A", or "A-".

16.7.4 The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

16.8 Builder's Risk Insurance, on all risk completed value form, shall be provided by the Construction Manager (unless the COUNTY at its sole discretion provides coverage) on the Project in an amount to be approved by the COUNTY not to exceed the Task Order Agreement, with the COUNTY, Construction Manager and Design Professional as named insureds and including the interest of the subcontractors and sub- subcontractors as their interest may appear. The COUNTY, at its discretion, may require that the perils of earthquakes, sinkholes and floods be added to the Builder's Risk policy. If added, the amount of coverage may be less than the Task Order Agreement. Any deductibles under the Builder's Risk policy shall be the sole responsibility of the Construction Manager (or the COUNTY if they provide such coverage) and shall be adjusted with the COUNTY with the cooperation of the Construction Manager with the claim check made payable to the COUNTY for its own interest and the interest of the Construction Manager and all other

insured parties. Subrogation rights of the insurance company against the COUNTY, Construction
Manager, and all subcontractors and sub-subcontractors, and any other parties may be insured under the Builder's Risk coverage, shall be waived by the insurance company. In the event of a loss covered by the Builder's Risk policy, the GMP shall be increased by the amount of the policy payment, unless the COUNTY retains a third party to rebuild the damaged work.

17. WAIVER OF SUBROGATION.

17.1 The Construction Manager agrees to waive all rights of subrogation against the COUNTY and the Design Professional, and the board members, directors, officers, agents, employees, subconsultants and subcontractors of any of them, for damages or injuries caused by perils covered by any insurance maintained by a party hereunder. Unless prohibited by law, Construction Manager, the COUNTY, and the board members, directors, officers, agents, employees, subconsultants and subcontractors of any of them hereby waive all rights of subrogation against each other, for damages or injuries caused by perils covered by any insurance maintained by a party hereunder. The waivers provided hereunder shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

If any policies of insurance referred to in this Section require an endorsement to provide any waiver of subrogation referenced above, the owners of such policies will cause them to be so endorsed.

18. INDEMNIFICATION.

18.1 In return for consideration, the receipt of which is acknowledged, in accordance with the applicable provisions of Chapter 725, Florida Statutes, the Construction Manager shall defend, indemnify, and hold harmless the COUNTY and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees (at trial and on appeal), whether resulting from any claimed breach of this Task Order by Construction Manager or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager or anyone employed or utilized by the Construction Manager in the performance of this Task Order.

19. CLEANUP AND PROTECTIONS.

19.1 Construction Manager agrees to keep the Project site clean at all times free of debris, rubbish and waste materials arising out of the Work. If Construction Manager fails to keep the Project site clean, the COUNTY has the right, after providing a twenty-four (24) hour written notice, to perform any required clean up and to back charge the Construction Manager for the costs of such clean up. At the completion of the Work, Construction Manager shall remove all

debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by the COUNTY.

19.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Task Order Documents to be removed or altered, shall be protected by Construction Manager from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Manager to condition at least equal to that existing at the time of Construction Manager's commencement of the Work.

20. ASSIGNMENT.

20.1 Construction Manager shall not assign this Task Order or any part thereof, without the prior consent in writing of the COUNTY. If Construction Manager does, with approval, assign this Task Order or any part thereof, it shall require that its assignee be bound to it and to assume toward Construction Manager all of the obligations and responsibilities that Construction Manager has assumed toward the COUNTY. Any assignment of the Task Order without the prior approval of the COUNTY shall be considered unenforceable and will constitute a material breach of the Task Order that may result in the termination of the Task Order. The COUNTY may require bonding, other security, certified financial statements and tax returns from any proposed assignee and the execution of an assignment/ assumption agreement in a form satisfactory to the County Attorney as a condition precedent to considering approval of an assignment.

21. PERMITS, LICENSES AND TAXES.

21.1 All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Construction Manager. Permits and licenses to be acquired by Construction Manager with the assistance of Design Professional include, but are not limited to, building, site, and utility permits, as well as all Health Department and environmental permits required for the construction or relocation of Pasco County water and/or sanitary sewer lines and facilities, to the extent such water and/or sewer work is included in this Task Order. If Construction Manager performs any Work without obtaining, or contrary to, such permits or licenses, Construction Manager shall bear all costs arising therefrom. All costs incurred by Construction Manager with respect to performing its obligations under this Paragraph 21.1 shall be considered a direct cost item and shall be considered reimbursable as Cost of the Work as provided for in the Task Order. The COUNTY shall fully cooperate with the Construction Manager where necessary.

21.2 Construction Manager shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Additionally, Construction Manager shall comply with and fully implement the sales tax savings program with respect to the Work.

22. TERMINATION FOR DEFAULT.

22.1 Construction Manager shall be considered in material default of the Task Order and such default shall be considered cause for COUNTY to terminate the Task Order, in whole or in part, as further set forth in this Article if, after written notice to Construction Manager and reasonable opportunity to cure or commence to cure, Construction Manager: (1) fails to begin the Work under the Task Order Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the COUNTY or the Design Professional or as provided for in the approved Master Project Schedule; or (3) performs the Work not in conformance with the Task Order Documents or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Task Order; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers after COUNTY has properly and timely paid Construction Manager; or (11) materially breaches any other provision of the Task Order Documents.

22.2 If the COUNTY determines that Construction Manager is in default under this Task Order, the COUNTY shall notify Construction Manager in writing of Construction Manager's default(s). If the COUNTY determines that Construction Manager has not begun cure of the default(s) within five (5) working days following receipt by Construction Manager of said written notice, then the COUNTY, at its option, without releasing or waiving its rights and remedies against Construction Manager's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Construction Manager's right to proceed under the Task Order, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Construction Manager, take assignments of any of Construction Manager's subcontracts and purchase orders that the COUNTY may designate, and complete all or any portion of Construction Manager's Work by whatever means, method or agency which the COUNTY, in its sole discretion, may choose. In making either the initial determination that Construction Manager is in default under this Task Order or the subsequent determination that Construction Manager has failed to satisfactorily cure its default, the COUNTY may rely solely upon the Design Professional's certification to the COUNTY that in the Design Professional's opinion the Construction Manager is in default or has failed to satisfactorily cure its default.

22.3 If the COUNTY deems any of the foregoing remedies necessary, Construction Manager agrees that it shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the COUNTY incident to such completion, shall be deducted from the unpaid balance of the Task Order Amount, and if such expenditures exceed the unpaid balance of the Task Order Amount, Construction Manager agrees to pay promptly to the COUNTY on

demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Task Order Amount exceeds all such costs, expenditures and damages incurred by the COUNTY to complete the Work, Construction Manager shall not be entitled to any portion of such excess, except for the unpaid portion of the Construction Manager's Fee earned and the Cost of Work incurred prior to Construction Manager's right to continue performance under this Task Order being terminated. Any amounts to be paid to the COUNTY by Construction Manager pursuant to this Paragraph 22.3 shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Task Order.

22.4 The liability of Construction Manager hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by COUNTY in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event COUNTY has exercised its right to terminate due to Construction Manager's default, Construction Manager shall be prohibited from bidding or otherwise seeking additional work from COUNTY in accordance with COUNTY's then current debarment policy.

22.5 If, after notice of termination of Construction Manager's right to proceed pursuant to this Section, it is determined for any reason that Construction Manager was not in default, or that its default was excusable, or that COUNTY is not entitled to the remedies against Construction Manager provided herein, then such termination shall be deemed a termination for the COUNTY's convenience and Construction Manager's remedies against the COUNTY shall be the same as and limited to those afforded Construction Manager under Paragraph 23.1 below. However, the prohibition from bidding or otherwise seeking additional work from the COUNTY in Section 22.4 above shall not be applicable in the event a Termination for Cause is converted to a Termination for Convenience.

23. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

The COUNTY shall have the right to terminate this Task Order without cause upon fourteen (14) calendar days' written notice to Construction Manager. In the event of such termination for convenience, Construction Manager's recovery against the COUNTY shall be limited to that portion of the Task Order Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Construction Manager shall not be entitled to any other or further recovery against the COUNTY, including, but not limited to, damages or any anticipated profit on portions of the Work not performed. The COUNTY shall have the right to suspend all or any portions of the Work upon giving Construction Manager fourteen (14) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Construction Manager shall be entitled to reasonable costs, expenses and time extension associated with the suspension. If the ordered suspension exceeds ninety (90) calendar days, Construction Manager shall have the right to terminate the Task Order in which case Construction Manager shall be entitled to recovery as set forth above in Section 22.1 with respect to that portion of the Work which is subject to the ordered suspension.

24. COMPLETION.

24.1 If the Project will consist of a number of Phases, it is anticipated that the term "Partial Substantial Completion" for purposes of this Task Order will be the date of Partial Certificate of Completion (PCO) per Phase issued in full or in part by the authority having jurisdiction. If the CO is delayed for any reason beyond the control of the Construction Manager, then the date of Substantial Completion will be the stage in the progress of the Work when the Work or designated portion thereof (Phase) is sufficiently complete in accordance with the Task Order Documents so that the COUNTY can occupy or utilize any part of the Work for its intended use.

24.2 When the entire Work (or any portion/Phase thereof designated in writing by the COUNTY) is ready for its intended use, the Construction Manager shall notify the COUNTY and the Design Professional in writing that the entire Work (or such designated portion/Phase) is substantially complete and said written notice from the Construction Manager shall include a proposed punch list of all items of Work to be completed or corrected by Construction Manager. Within a reasonable time thereafter, the COUNTY, the Construction Manager and Design Professional shall inspect the Work (or designated portion thereof) to determine the status of completion. If the COUNTY and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Construction Manager in writing giving the reasons, therefore. In such cases, Construction Manager shall pay the costs of all additional Partial Substantial Completion inspections. If the COUNTY and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Construction Manager a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Manager and include a final punchlist of items to be completed or corrected by Construction Manager before final payment. Failure to include an item on the final punch list does not waive the COUNTY's right to demand completion of the item pursuant to the Task Order Documents prior to or after final payment. Notwithstanding the foregoing, the COUNTY and Design Professional will use their best efforts to develop an initial complete and accurate punch list. The COUNTY shall have the right to exclude Construction Manager from the Work and Project site (or designated portion thereof) after the date of Substantial Completion (or Partial Substantial Completion), but the COUNTY shall allow Construction Manager reasonable access to complete or correct items on the final punch list.

24.3 When Construction Manager believes it has fully performed all of the Work, including all punch list items, Construction Manager shall deliver to the COUNTY a written affidavit from Construction Manager certifying that all Work has been completed in accordance with the requirements of the Task Order Documents. That written affidavit shall be delivered to the COUNTY by Construction Manager at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and the COUNTY shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by the COUNTY. If the COUNTY and Design Professional determine Construction Manager has completed the entire Work, Design Professional shall promptly

issue a final Certificate for Payment, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Task Order Documents; (ii) the final balance due Construction Manager, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Construction Manager's entitlement to final payment have been satisfied. For purposes of securing final payment (including retainage), Construction Manager shall timely thereafter submit: (1) the final Release and Affidavit in the form attached to the Task Order as Exhibit F, (2) consent of surety to final payment, and (3) if required by the COUNTY, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Task Order Documents, to the extent and in such form as may be designated by the COUNTY. The COUNTY reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Design Professional may have issued its recommendations. Until the Construction Manager completes all of its contractual obligations, with the exception of the Warranty period, neither the final payment nor any retainage shall become due and payable.

25. WARRANTY

The Construction Manager warrants to the COUNTY that all materials and equipment furnished under this Task Order will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Task Order Documents. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Construction Manager shall obtain and assign to the COUNTY all express warranties given to Construction Manager by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Construction Manager expressly warrants to the COUNTY that all materials and equipment to be incorporated into the Work shall be new unless otherwise specified. Further, Construction Manager expressly warrants to the COUNTY that all Work shall be of good quality, free from all defects and in conformance with the Task Order Documents.

Construction Manager further warrants to the COUNTY that all materials and equipment furnished under the Task Order Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Task Order Documents. Further, any special warranty to be provided will be in such form as is acceptable to the COUNTY and shall not include any exclusions, exceptions or modifications except to the extent approved by the COUNTY in its sole discretion. In addition to all other rights and remedies available to the COUNTY at law or in equity, including any implied warranties the COUNTY may be entitled to as a matter of law, Construction Manager expressly warrants to the COUNTY that it shall promptly correct, upon receipt of written notice from the COUNTY, any portion of the Work subject to a Partial Certificate of Completion which is found to be defective or otherwise not in conformance with the requirements of the Task Order Documents until final acceptance of the Project is achieved.

In the event that any defective or non-conforming work is deemed by the COUNTY in its sole discretion to present an immediate threat to safety or security, the COUNTY shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Manager shall reimburse the COUNTY for all costs and expenses incurred by the COUNTY in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of

one year (or such longer period of time as may otherwise be specified in the Task Order Documents) commencing from the date the date a Partial Certificate of Completion for each Phase is achieved, except for all such systems, materials or equipment that are operationally interconnected with, overlap or are required for the completion of another Phase or final Substantial Completion of the Project, in which instance the warrant shall begin for those items on the final Completion Date for the Project. With respect to the correction of any defective or nonconforming Work, Construction Manager shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Contingency Funds may be utilized to correct such damage provided that damage was not caused by gross negligence on the part of the Construction Manager. Construction Manager shall conduct, jointly with the COUNTY and Design Professional, a warranty inspection at six (6) months and eleven (11) months after the date Substantial Completion of the entire Project is achieved. Construction Manager's warranty excludes remedy for damage or defect caused by the COUNTY's abuse, modifications not performed by Construction Manager, improper or insufficient maintenance by the COUNTY (unless such maintenance was performed in accordance with the directions from Construction Manager), improper operation by the COUNTY (unless such operations were performed in accordance with the directions from Construction Manager), or normal wear and tear under normal usage.

The COUNTY reserves the right, if it discovers an error in the partial or final estimates, or if it discovers that the Construction Manager performed defective work or used defective materials, after the final payment has been made, to claim and recover from the Task Order or his surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials. Construction Manager shall retain all records pertaining to the project for a period of five years from the date of the COUNTY's final acceptance of the project. Upon request, Construction Manager shall make all such records available to the COUNTY or its representative. For the purpose of this Article, records include all books of account, supporting documents, and papers that the COUNTY deems necessary to ensure compliance with the Task Order provisions.

26. TESTS AND INSPECTIONS.

a. The COUNTY, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Construction Manager shall provide proper, safe conditions for such access. Construction Manager shall provide Design Professional with timely prior written notice (at least 48 hours) of the readiness of the Work for all required inspections, tests or approvals.

b. If the Task Order Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Construction Manager shall assume full responsibility, therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the COUNTY and Design Professional. Cost of these inspections shall be included in Cost of Work.

c. If any Work that is to be inspected, tested or approved pursuant to the Task Order Documents is covered without such inspection, testing or approval having been satisfactorily obtained by

Construction Manager and without obtaining the written concurrence from The COUNTY or Design Professional, such Work must, if requested by the COUNTY or Design Professional, be uncovered for observation. Such uncovering shall be at Construction Manager's expense unless Construction Manager has given the COUNTY or Design Professional 48 hours' written notice of Construction Manager's intention to cover the same and has requested written concurrence by the COUNTY or Design Professional and the COUNTY or Design Professional has not acted with reasonable promptness to respond to such notice and request. If any Work is covered contrary to written directions from the COUNTY or Design Professional, such Work must, if requested by the COUNTY or Design Professional, be uncovered for the COUNTY or Design Professional's observation and be replaced at Construction Manager's sole expense.

d. The COUNTY shall charge to Construction Manager and may deduct from any payments due Construction Manager all engineering and inspection expenses incurred by COUNTY in connection with any overtime work unless such overtime work was expressly requested by the Construction Manager. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday, or holidays, and as COUNTY and Construction Manager recognize that time is of the essence for this Task Order, substantial overtime work is anticipated on this Project. Neither observations by Design Professional or COUNTY, nor inspections, tests or approvals by others shall relieve Construction Manager from Construction Manager's obligations to perform the Work in accordance with the Task Order Documents.

e. Construction Manager is responsible, without reimbursement from the COUNTY, for re-inspection fees and costs; to the extent such re-inspections are due to negligence of Construction Manager.

27. DEFECTIVE WORK

27.1 Work not conforming to the requirements of the Task Order Documents shall be deemed defective Work. If required by the COUNTY or Design Professional, Construction Manager shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by the COUNTY or Design Professional, remove it from the site and replace it with non-defective Work. In the event the Work is deemed defective, for any reason other than the negligence of the Construction Manager, or its subcontractors; then the Construction Manager shall be entitled to use the Contingency to remove the Work and replace it with non-defective Work.

27.2 If the COUNTY or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Construction Manager, at Design Professional's or the COUNTY's request, shall uncover, expose, or otherwise make available for observation, inspection or tests as the COUNTY or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Construction Manager shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the COUNTY shall be entitled to an appropriate decrease in the Task Order Amount. If, however, such Work is not found to be defective, Construction Manager shall be allowed an increase in the Task Order Amount and/or

an extension to the Task Order Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

27.3 The COUNTY shall have the right to order Construction Manager to stop all or any portion of the Work if at any time the COUNTY reasonably determines that Construction Manager's performance of the Work is not in compliance with the requirements of the Task Order Documents. Such noncompliance shall include, but is not limited to, Construction Manager's failure to provide adequate labor, materials, or equipment to satisfactorily maintain the various Project schedules. This right to stop the Work shall be exercised, if at all, solely for the COUNTY's benefit and nothing herein shall be construed as obligating the COUNTY to exercise this right for the benefit of Construction Manager or any other person.

27.4 Should the COUNTY determine, at its sole opinion, it is in the COUNTY's best interest to accept defective Work, the COUNTY may do so. Construction Manager shall bear all direct, indirect, and consequential costs attributable to the COUNTY's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Task Order Documents and reflecting an appropriate decrease in the Task Order Amount. If the COUNTY accepts such defective Work after final payment, Construction Manager shall promptly pay the COUNTY an appropriate amount determined by the COUNTY to adequately compensate the COUNTY for its acceptance of the defective Work. If Construction Manager fails, within a reasonable time after the written notice from COUNTY or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by COUNTY or Design Professional, or if Construction Manager fails to perform the Work in accordance with the Task Order Documents, or if Construction Manager fails to comply with any of the provisions of the Task Order Documents, COUNTY may, after seven (7) calendar days' written notice to Construction Manager, correct and remedy any such deficiency, to the extent necessary to complete corrective and remedial action, COUNTY may exclude Construction Manager from any or all of the Project site, take possession of all or any part of the Work, and suspend Construction Manager's services related thereto, take possession of Construction Manager's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which COUNTY has paid Construction Manager but which are stored elsewhere. Construction Manager shall allow

COUNTY, Design Professional, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable COUNTY to exercise the rights and remedies under this Paragraph. All direct, indirect, and consequential costs of COUNTY (up to a cumulative maximum amount less than or equal to the Construction Manager's Fee) in exercising such rights and remedies shall be charged against Construction Manager, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Task Order Documents, including an appropriate decrease to the Task Order Amount. Such direct, indirect, and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Construction Manager's defective Work. Construction Manager shall not be allowed an extension of the Task Order Time because of any delay in performance of the Work attributable to the exercise by the COUNTY of the COUNTY's rights and remedies hereunder.

27.5 Nothing in Section 27, Defective Work, shall limit the COUNTY's access to the Construction Manager's Bond or Insurance.

28. SUPERVISION AND CONSTRUCTION MANAGER'S REPRESENTATIVE.

28.1 Construction Manager is responsible for supervising, coordinating, and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Task Order Documents. Construction Manager is responsible for completing the Work so that it complies accurately and completely with the requirements of the Task Order Documents. Construction Manager shall keep on the Work at all times during its progress a competent resident representative who shall not be replaced without prior written notice to the COUNTY and Design Professional except under extraordinary circumstances. The representative, who will be known as Construction Manager's Project Executive under the Master Agreement's terms, shall have authority to act on behalf of Construction Manager. All communications given to the representative shall be as binding as if given to Construction Manager. The COUNTY shall have the right to direct Construction Manager to remove and replace its Project Executive or any other employee of Construction Manager or any employee of any subcontractor from this Project, with or without cause.

The Construction Manager shall maintain sufficient off-site support staff, and competent full-time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the subcontractors. Construction Manager shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit J to the Agreement. The Construction Manager shall not change any of those persons identified in Exhibit J unless mutually agreed to in writing by the COUNTY and Construction Manager. In such cases, the COUNTY shall have the right to approve the replacement personnel.

28.2 The Construction Manager shall establish and maintain lines of authority for its personnel and shall provide this information to the COUNTY and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and the Design Professional. The COUNTY and Design Professional may attend meetings between the Construction Manager and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontracts.

28.3 The Construction Manager shall be responsible to the COUNTY for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Construction Manager. The Construction Manager shall develop and maintain a program, acceptable to the COUNTY and Design Professional, to assure quality control of the Work. The Construction Manager shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Task Order Documents and Construction Manager shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the

Construction Manager and the Design Professional over the acceptability of the Work, the COUNTY, in its sole discretion, shall have the right to determine the acceptability.

28.4 Any person who the Construction Manager employs on this Project, including any subcontractor Construction Manager employs and its employees, must satisfactorily and successfully pass a criminal background check, in the COUNTY's sole discretion. The COUNTY may make written request to Construction Manager for the prompt removal and replacement of any personnel employed or retained by the Construction Manager, or any Sub-Consultants or Subcontractors, or any personnel of any such Sub-Consultants or Subcontractors engaged by the Construction Manager to provide and perform services or Work pursuant to the requirements of this Task Order. The Construction Manager shall respond to the COUNTY within fourteen (14) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The County shall make the final determination as to the removal of unsatisfactory personnel. Such decision shall not be construed as directing the Construction Manager to terminate any employee's employment with the Construction Manager.

29. PROTECTION OF WORK.

29.1 Construction Manager shall fully protect the Work and adjacent property from loss or damage caused by the Construction Manager or its subcontractors until Substantial Completion is achieved. If Construction Manager or anyone for whom Construction Manager is legally liable is responsible for any loss or damage to the Work, or other work or materials of the COUNTY or the COUNTY's separate contractors, Construction Manager shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due to the Construction Manager.

29.2 The Construction Manager shall ascertain what temporary enclosures, if any, of building areas, including existing facilities, should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work and to protect and secure the Work and existing facilities, in periods when extreme weather conditions are likely to be experienced.

29.3 Construction Manager shall not permit any unsafe loading of any structure at the Project site, nor shall Construction Manager subject any part of the Work or adjacent property to any forces that will endanger it. Construction Manager shall not disturb any benchmark established by the COUNTY with respect to the Project. If Construction Manager, or its subcontractors, agents or anyone for whom Construction Manager is legally liable, disturbs the COUNTY's benchmarks, Construction Manager shall immediately notify the COUNTY and Design Professional. The COUNTY shall have the benchmarks reestablished and Construction Manager shall be liable for all costs incurred by the COUNTY associated therewith.

30 EMERGENCIES.

Construction Manager shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from

an emergency event at the Project site. If conditions are such that it is safe to return to the Project site, Construction Manager shall give the COUNTY and Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Construction Manager believes that any significant changes in the Work or variations from the Task Order Documents have been caused thereby. If the COUNTY determines that a change in the Task Order Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Construction Manager fails to provide the forty-eight (48) hour written notice noted above, Construction Manager shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Task Order Amount or an extension to the Task Order Time. Construction Manager is obligated to promptly report in writing to the COUNTY all accidents relating to the Work that result in any personal injury or property damage.

31 USE OF PREMISES.

31.1 At all times during the performance of the Work, Construction Manager shall keep all of its operations (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Task Order Documents. Construction Manager shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with COUNTY's interest. Construction Manager is responsible for any damage to any such area, or to the owner or occupant thereof, or any areas contiguous thereto, resulting from the performance of the Work.

31.2 Except as required by the Task Order Documents or otherwise required in order for Construction Manager to satisfy its safety and security obligations under the Task Order Documents, Construction Manager shall not erect or install, nor shall it permit any of its subcontractors, suppliers, subconsultants or any other party for whom it is legally responsible to erect or install, any signage upon the Project site or any other property of the COUNTY, unless such signage has been expressly approved in writing by the COUNTY, which approval may be withheld by the COUNTY in its sole discretion.

31.3 Construction Manager acknowledges that Work may be performed at a particular Project site where the COUNTY simultaneously is conducting and continuing its operations upon the same site. In such event, Construction Manager shall coordinate its Work so as to cause no unreasonable interference with or disruption to the COUNTY's operations. In the event COUNTY's separate contractors cause delay or damage to Construction Manager's Work and/or schedule, the Construction Manager shall be entitled to seek all direct costs associated therewith as well as an appropriate extension of the Task Order Time upon written notice to COUNTY within seven (7) days of said events giving rise to said claims. The COUNTY may take early occupancy of all or any portions of the Work, at the COUNTY's election, by designating in writing to Construction Manager the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified at the time the GMP was established and such early occupancy negatively impacts Construction Manager's cost or time of performance, Construction Manager shall be entitled to an equitable adjustment to the Task Order Amount and the Task Order Time, all in accordance with the other terms and conditions of the Task Order Documents.

32 SAFETY.

32.1 As between the COUNTY and Construction Manager, the Construction Manager is responsible for the safety and protection of all persons and property on or about the Project site as invitees or participating in the performance of the Work under this Agreement. Further, it is Construction Manager's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work which may be stored off the Project site. Construction Manager shall develop and implement, in accordance with the requirements of the Task Order Documents (including any the COUNTY requirements or regulations), a safety plan for the Work.

32.2 Construction Manager shall comply with all applicable codes, laws, ordinances, rules and regulations of the COUNTY and any public body having jurisdiction over the Work, including all of their safety codes, laws, ordinances, rules and regulations. Construction Manager shall notify the COUNTYs of adjacent property and of any underground structures or improvements and utility the COUNTYs when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Construction Manager's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the COUNTY has occurred.

32.3 At all times during the performance of the Work at the Project site, Construction Manager shall have designated and located on a full-time basis at the Project site, a qualified individual whose responsibility shall be to monitor and enforce Construction Manager's safety program at the Project site. Construction Manager hereby designates its superintendent as that safety representative. Construction Manager may designate by written notice to the COUNTY another individual, reasonably acceptable to the COUNTY, who shall be Construction Manager's safety representative at the Project site.

32.4 Alcohol, drugs, and all illegal substances are strictly prohibited on any COUNTY property. All employees of Construction Manager, as well as those of all subcontractors and those of any other person or entity for whom Construction Manager is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any COUNTY property. Further, Employees shall not bring on to any COUNTY property any gun, rifle or other firearm, or explosives of any kind.

32.5 Construction Manager acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing COUNTY facility. In such event, Construction Manager shall comply with the following:

32.5.1 All the COUNTY facilities are smoke free, and smoking is strictly prohibited on the Project site as well;

32.5.2 As requested and when required by the COUNTY, all Employees shall be provided an identification badge by Construction Manager. Such identification badge must be prominently displayed on the outside of the Employees' clothing at all times. All Employees working at the Project site must log in and out with the Construction

Manager each day;

35.5.3 Construction Manager shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of the COUNTY's property without the COUNTY's expressed prior written consent;

32.5.4 All Employees are prohibited from distributing any papers or other materials upon the COUNTY's property, and are strictly prohibited from using any of the COUNTY's telephones or other office equipment;

32.5.5 All Employees shall at all times comply with the OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct, and facility regulations issued by the COUNTY's officials onsite, as said regulations may be changed from time to time;

32.5.6 All Employees shall enter and leave the COUNTY's facilities only through the ingress and egress points identified in the site utilization plan approved by the COUNTY or as otherwise designated, from time to time, by the COUNTY in writing;

32.5.7 When requested, Construction Manager shall cooperate with any ongoing COUNTY investigation involving personal injury, economic loss, or damage to COUNTY's facilities or personal property therein;

32.5.8 The Employees may not solicit, distribute, or sell products while on the COUNTY's property. Friends, family members or other visitors of the Employees are not permitted on the COUNTY's property; and

32.5.9 At all times, Construction Manager shall adhere to the COUNTY's safety and security regulations and shall comply with all security requirements at the COUNTY's facilities, as said regulations and requirements may be modified or changed by the COUNTY from time to time.

33. PROJECT MEETINGS.

Prior to the commencement of Work, Construction Manager shall attend a preconstruction conference with the COUNTY and Design Professional and others as appropriate to discuss the Master Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, Construction Manager shall attend any and all meetings convened by the COUNTY or Design Professional with respect to the Project, when directed to do so by the COUNTY or Design Professional. Construction Manager shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the COUNTY or Design Professional.

34. MATERIAL SAFETY DATA SHEET.

34.1 If any chemicals, materials, or products containing toxic substances, as defined by Chapter 442, Florida Statutes or any local, state or federal statutes or regulations, are contained in the

products used on site or incorporated into the construction by the Construction Manager or any of its subcontractors, the Construction Manager shall provide to the Design Professional and the COUNTY a Material Safety Data Sheet at the time of each delivery or prior to each new use of such product.

35. AUDITING RIGHTS.

35.1 Construction Manager shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Task Order or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Manager shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. The COUNTY, and any duly authorized agents or representatives of the COUNTY, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by the COUNTY. Further, the COUNTY, and any duly authorized agents or representatives of the COUNTY, shall have the right to audit, inspect and copy all of Construction Manager's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Manager shall cooperate in any audit, inspection, or copying of the documents. This access, inspection, copying and auditing rights shall survive the termination of this Task Order.

35.2 For purposes of this section, the Construction Manager's record shall be defined to include, but not be limited to accounting records, payroll time sheets, certified payrolls, 1099's, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Task Order (all the foregoing hereinafter referred to as "records") to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Construction Manager or any of his payees pursuant to the execution of the Task Order. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Task Order. Items negotiated as lump sum shall not be subject to the audit provisions of this Article.

35.3 If at any time, the COUNTY conducts such an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged COUNTY, Construction Manager shall pay to the COUNTY the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than $10,000.00, Construction Manager shall pay to the COUNTY the Overcharged Amount and the Audit Amount which is defined as the total aggregate of the COUNTY's reasonable audit costs incurred as a result of its audit of Construction Manager. The COUNTY may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and the COUNTY. If such amounts owed Construction Manager are

insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to the COUNTY within thirty (30) business days of its receipt of the COUNTY's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

This Article 35, including all access, inspection, copying, auditing, reimbursement, and repayment rights, shall survive the termination of this Task Order.

36 COMPLIANCE WITH LAWS.

36.1 Construction Manager agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, administrative orders, regulations, and requirements applicable to the performance of the construction of the Project, including but not limited to, those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Construction Manager observes that the Task Order Documents are at variance therewith, it shall promptly notify the COUNTY and Design Professional in writing.

To the extent any law, rule, regulation, code, statute, or ordinance requires the inclusion of certain terms in this Task Order in order for this Task Order to be enforceable, such terms shall be deemed included in this Task Order. Notwithstanding anything in the Task Order Documents to the contrary, it is understood and agreed that in the event of a change in any applicable laws, ordinances, rules or regulations subsequent to the date the GMP Amendment has been executed that increases the Construction Manager's time or cost of performance of the Work, Construction Manager is entitled to a Change Order for such increases, except to the extent Construction Manager knew or should have known of such changes prior to the date of the GMP Amendment.

36.2 Scrutinized Companies - A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the COUNTY for goods or services of:

a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, Florida Statutes; or

2) Is engaged in business operations in Cuba or Syria.

By signing this Task Order, the Construction Manager certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The Construction Manager agrees to notify the COUNTY if placement on any of the aforementioned lists occurs or if the Construction Manager is engaged in a boycott of Israel or has business operations in Cuba or Syria.

The COUNTY may terminate the Master Agreement and/or this Task Order if the Construction Manager's certification above is found to be false; it has been placed on the Scrutinized Companies

that Boycott Israel List or is engaged in a boycott of Israel; it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or it has been engaged in business operations in Cuba or Syria. In addition to possible termination of the Master Agreement and/or this Task Order based on the above grounds, the COUNTY will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

37 SUBCONTRACTS.

37.1 The Construction Manager shall review the design and shall determine how it desires to divide the sequence of construction activities. Construction Manager will determine the breakdown for award of subcontracts, based on the current Project Schedule, and shall supply a copy of that breakdown and composition to the COUNTY and Design Professional for their review and approval. Construction Manager shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, and any other factors pertinent to saving time and costs.

37.2 A subcontractor is any person or entity who is performing, furnishing, supplying, or providing any portion of the Work pursuant to a contract with Construction Manager. Construction Manager shall be solely responsible for and have control over the subcontractors. Construction Manager shall negotiate all Change Orders, Construction Change Directive, Field Orders and Request for Proposals, with all affected subcontractors and shall review the costs of those proposals and advise the COUNTY and Design Professional of their validity and reasonableness, acting in the COUNTY's best interest, prior to requesting approval of each Change Order from the COUNTY.

37.3 When Construction Manager submits its Guaranteed Maximum Price (GMP) proposal to the COUNTY, Construction Manager also shall submit to the COUNTY a list of the names, addresses, licensing information, and phone numbers of the subcontractors that Construction Manager intends to use for each portion of the Work, as well as identify in writing those portions of the Work it intends to perform with its own employees. The list identifying each subcontractor cannot be modified, changed, or amended without prior written approval from the COUNTY. Any and all work to be self-performed by Construction Manager must be approved in writing by the COUNTY in its sole discretion prior to commencement of such work. Construction Manager shall periodically update that subcontractor list, so that it remains current and accurate throughout the entire performance of the Work. Construction Manager shall not enter into a subcontract with any subcontractor, if the COUNTY reasonably objects to that subcontractor. Construction Manager shall not be required to contract with anyone it reasonably objects to. As part of the Project document file to be maintained by Construction Manager at the Project site, Construction Manager shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between Construction Manager and its subcontractors shall be in writing and are subject to COUNTY's approval.

Further, all subcontracts shall (1) require each subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound to COUNTY by the terms of the

Task Order Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Manager to COUNTY at the election of COUNTY upon termination of Construction Manager, (3) provide that COUNTY will be an additional indemnified party of the subcontract, (4) provide that COUNTY will be an additional insured on all insurance policies required to be provided by the subcontractor except workman's' compensation, (5) assign all warranties directly to COUNTY, (6) identify the COUNTY as an intended third-party beneficiary of the subcontract, and (7) incorporate Exhibit E into all of its subcontracts (and require similar incorporation into all sub- subcontracts). Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Task Order Documents to which the subcontractor will be bound by this paragraph and shall identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Task Order Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

37.4 The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., drainage, grading, roadway, utilities, pavement markings, traffic signals, pressure grout and seawall) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The subcontractor shall include a resume of experience for each employee identified by it to supervise and schedule its work.

37.5 Unless otherwise expressly agreed to by the COUNTY in writing, all subcontracts shall provide for the following:

37.5.1 LIMITATION OF REMEDIES -NO DAMAGES FOR DELAY. The rights and obligations of the subcontractors shall be the same as the rights and obligations of the Construction Manager under Section 11.4.

37.5.2 Any claims by a subcontractor for delay or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the COUNTY; failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

38 SOLICITATION OF SUBCONTRACTORS.

Construction Manager accepts the relationship of trust and confidence established by this Task Order. Construction Manager covenants with COUNTY to utilize Construction Manager's best skill, efforts, and judgment in furthering the interest of the COUNTY; to furnish efficient business administration and supervision; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of the COUNTY, and with the Task Order terms and conditions.

39 **SECURING AGREEMENT.**

The Construction Manager warrants that the Construction Manager has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, to solicit or secure this Contract (or Task Order) and that Construction Manager has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Manager, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Task Order. At the time this Contract (or Task Order) is executed. Construction Manager shall sign and deliver to the COUNTY the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit L.

The Construction Manager's compensation shall be adjusted to exclude any sums by which the COUNTY determines the compensation was increased due to inaccurate, incomplete, or non- current wage rates, or other factual unit costs.

40 **PUBLIC ENTITY CRIMES.**

By its execution of this Task Order, Construction Manager acknowledges that it has been informed by the COUNTY and is in compliance with the terms of Section 287.133(2)(a), Florida Statutes, which reads as follows:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

41 **EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION**

In performing all services to be provided hereunder, the Construction Manager shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Construction Manager shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. The Construction Manager shall post in conspicuous places, available to all employees and applicants for employment, notices setting forth the terms of this Equal Employment Opportunity Non- Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

The County adheres to subsection 287.134(2)(a), Florida Statutes, and will not transact business with entities or affiliates placed on the discriminatory vendor list maintained by the Florida Department of Management Services. By accepting this Task Order, Construction Manager certifies that is not on the discriminatory vendor list. Violation of this provision by Construction Manager is grounds for termination of this Task Order by the County. The Construction Manager agrees to include this

provision in all contracts issued as a result of this Task Order.

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT B - SUPPLEMENTAL TERMS AND CONDITIONS

The following Supplemental Terms and Conditions hereby amend, modify, and supersede in the event of a conflict the terms of the Task Order and the General Terms and Conditions attached thereto as Exhibit A.

A **Construction Manager** shall provide the COUNTY, its representatives, and the Design Professional with two copies each of a Policy and Procedure Manual developed and updated in accordance with the following requirements:

1. Upon execution of the Task Order, the Construction Manager shall develop a draft of the comprehensive Policy and Procedure Manual describing the services to be provided by the Construction Manager per the Task Order Documents. This shall provide a plan for the control, direction, coordination, and evaluation of the Work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of the Construction Manager, the COUNTY, and Design Professional; Workflow diagrams; and strategy for bidding and subcontracting the Work. The COUNTY shall have the right to review the Policy and Procedure Manual and to approve its content and format. The Policy and Procedure Manual may be updated as necessary throughout the Pre-Construction and Construction Phases, but substantive changes will not be made without the COUNTY's prior written concurrence. In developing the Policy and Procedure Manual, the Construction Manager shall coordinate and consult with the COUNTY and the Design Professional. The initial manual shall be submitted to the COUNTY for approval.

2 Contents of Policy and Procedure Manual: The Policy and Procedure Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Policy and Procedure Manual shall include, as a minimum, the following sections:

2.1 Project Definition: The known characteristics of the Project and sub- projects shall be described in general terms which will provide the participants a basic understanding of the Project and sub-projects.

2.2 Project Goals: The schedule, budget, physical, technical, and other objectives for the Project shall be defined.

2.3 Project Strategy: A narrative description of the Project delivery methods which shall be utilized to accomplish the Project goals.

2.4 Project Work Plan: A matrix display of the Work to be performed by the Construction Manager, as well as the services and items to be furnished by the Design Professional and the COUNTY during each phase of the Project.

2.5 Project Organization: A summary organization chart showing the interrelationships between the COUNTY, the Construction Manager and the Design Professional, and other supporting organizations and permitting review agencies. Detailed charts, one each for the Construction Manager and Design Professional, showing organizational elements participating in the Project shall be included.

2.6 Responsibility Performance Chart: A detailed matrix showing the specific responsibilities and interrelationships of the COUNTY, the Design Professional, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. The Construction Manager shall develop a similar chart for the personnel within its own organization who are assigned to the Project, as well as for the Design Professional's and the COUNTY's personnel assigned to the Project from data supplied by them.

2.7 Flow Diagrams: These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress, and change orders.

2.8 Direct Purchase Procedures: The Construction Manager will have a Direct Purchase Program in place. The Construction Manager will provide written procedures as to how materials or goods will be identified for direct purchase by the COUNTY and the process to be followed to allow for the COUNTY's direct purchase of and payment for such items (including credit towards the GMP for the sales tax savings incurred) and for the Construction Manager's acceptance of the items and use for the Project.

2.9 Written Procedure: The Construction Manager will provide written procedures for communications and coordination required between the Construction Manager, Design Professional, and the COUNTY throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

2.10 Emergency Contact List: A complete list of the names, company affiliation, and emergency contact phone numbers (both day and night) for all key Project personnel from the COUNTY, Construction Manager, and Design Professional, as well as from all subcontractors, subconsultants and suppliers of any of them. This list shall be continuously updated by Construction Manager throughout the Project duration, with Construction Manager distributing a copy of all updates to the COUNTY and Design Professional.

3. This Policy and Procedure Manual shall be completed and submitted to the Design Professional and the COUNTY for their review and the COUNTY's approval as a condition precedent to payment by the COUNTY to Construction Manager for any services provided in the Construction Phase under this Task Order.

4. This Policy and Procedure Manual is merely an amplification and clarification of this Task Order. Any conflicts between the Policy and Procedure Manual and this Task Order shall be governed by the latter.

5 As its Project Management Information System ("PMIS"), Construction Manager shall provide and use Procore, or other comparable project tracking software acceptable to and approved by the COUNTY, which system shall be in place for both the Pre-Construction Phase and Construction Phase services to be provided by Construction Manager pursuant to this Task Order.

1. General:

1.1 Commencing immediately after the Notice to Proceed is issued to Construction Manager by

the COUNTY, the Construction Manager shall implement and shall utilize throughout the life of this Task Order all subsystems of the PMIS.

1.2 The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

1.3 If requested by the COUNTY, the Construction Manager shall conduct a comprehensive workshop in Pasco County, Florida, for participants designated by the COUNTY and additional seminars as required by the COUNTY to provide instruction with respect to the PMIS. This workshop and the seminars shall facilitate each participant's and the COUNTY's representatives' use and understanding of the PMIS.

1.4 The PMIS shall be described in terms of the following major subsystems:

Narrative Reporting
Schedule Control
Cost Control and Estimating
Project Accounting
Accounting and Payment
Action Reports

1.5 The above reports shall be submitted at least on a monthly basis and shall accompany each monthly Application for Payment.

2 Narrative Reporting Subsystem.

2.1. The Construction Manager shall prepare written reports as described hereunder. All reports shall be in 8 1/2" x 11" format.

2.2. The Narrative Reporting Subsystem shall include the following reports:

2.2.1. A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.

2.2.2. A Monthly Cost Narrative describing the current construction cost estimate status of the Project.

2.2.3. A Monthly Scheduling Narrative summarizing the current status of the overall Master Project Schedule and an explanation of all variances from the plan. This report shall include an analysis of the various Project sub schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

2.2.4. A Monthly Accounting Narrative describing the current cost and payment status for the entire Project. This report shall relate current encumbrances and expenditures to

the budget allocations. An explanation for all variances shall be provided.

2.2.5. A Monthly Construction Progress Report during the Construction Phase summarizing the Work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations, programs, permits, construction problems and recommendations, and plans for the succeeding month.

2.2.6. A Daily Construction Diary during the Construction Phase describing events and conditions on the site.

2.3. The Reports outlined in subparagraphs 2.2.1 through 2.2.6 above shall be bound with applicable computer schedule reports and submitted monthly during Design and Construction Phases and shall be current through the end of the preceding month. Copies shall be delivered to the COUNTY and the Design Professional. A bound copy of the complete diary shall be submitted to the COUNTY at the conclusion of the Project.

3. Schedule Control Subsystem.

3.1. Construction Schedule: The Construction Manager shall prepare and submit to the COUNTY and Design Professional, for their review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph 3.3 below. The approved Construction Schedule shall be attached to the GMP Task Order Amendment. The Construction Schedule shall be integrated into the Master Project Schedule.

3.1.1. Following development and approval of the Construction Schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to the COUNTY in duplicate. No additional compensation will be due the Construction Manager for making such updates. Failure of the Construction Manager to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for the COUNTY to find the Construction Manager in substantial default hereunder and that sufficient cause exists to terminate the Task Order or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the COUNTY is submitted.

3.2 The Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

3.2.1. Subcontractor Construction Schedules (Subnetworks): Upon the award of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule taking into account the Work schedule of the other subcontractors. The subcontractor's construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The subcontractor's construction schedule also shall show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

3.2.2 Occupancy Schedule: The Construction Manager shall jointly develop with the Design Professional and the COUNTY a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to COUNTY occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final COUNTY occupancy and shall be integrated into the Master Project Schedule.

3.3 Schedule Format: The Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity-on-node diagram. All activity-on- node diagrams shall include the Activity Identification, Activity Description, and the type of relationship between activities, including any lead or lag time, as well as being cost loaded. Further, the Construction Schedule shall incorporate and be based upon the Project milestone dates set forth in Exhibit I to the Task Order.

3.3.1 No activity shall have a duration greater than fifteen (15) workdays or less than one (1) workday except by prior approval of the COUNTY. If requested by the COUNTY or Design Professional, the Construction Manager shall furnish any information needed to justify the reasonableness of activity durations. Such information shall include, but not be limited to, estimated activity manpower, anticipated quantities, and production rates.

3.3.2 Procurement shall be identified with at least two (2) activities: fabrication and delivery. Construction Manager shall insure that all Work activities that require a submittal are preceded by the appropriate submittal and approval activities.

3.3.3 Only contractual constraints shall be shown in the schedule logic. No other restraints are allowed unless approved in writing by the COUNTY or Design Professional. This disallowance of constraints includes the use of any mandatory start or finish dates selected by Construction Manager.

3.3.4 Activities shall be identified by codes to reflect the responsible party for the accomplishment of each activity (only one party per activity), the Phase/Stage of the Project for each activity, and the Area/Location of each activity.

3.3.5 The construction time for the Work, or any milestone, shall not exceed the specified Task Order Time. Logic or activity durations shall be revised in the event that any milestone or Task Order completion date is exceeded in the schedule.

3.3.6 Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (the late start). It is understood by the COUNTY and the Construction Manager that float is a shared commodity, not for the exclusive use or financial benefit of either party. Either party has the full use of the float until it is depleted.

The CPM schedules must be compatible with Microsoft Project, or other compatible program agreed upon by the Parties at the outset of the Project. It is the Construction Manager's responsibility to ascertain the software compatibility with the COUNTY or Design Professional.

3.3.7 Initial Schedule Submittal Requirements:

3.3.7.1. Predecessor/Successor Sort
3.3.7.2. Total Float/Early Start Sort
3.3.7.3. Responsibility/Early Start Sort
3.3.7.4. Area/Early Start Sort
3.3.7.5. Logic Diagram: Produce diagram with not more than 100 activities per ANSI D (24-inch x 36-inch) size sheet. Ensure each sheet includes title, match data or diagram correlation, and key to identify all components used in the diagram.
3.3.7.6. Narrative discussing general approach to completion of the Work.
3.3.7.7. Diskette in Primavera .XER(P35.0) format.

3.3.8 Schedule Update Requirements: The Construction Manager shall update the schedules monthly to show actual, current progress. The schedule updates shall be submitted within seven (7) calendar days of the data dates. The updates shall include:

3.3.8.1. Dates of activities' actual starts and completions.
3.3.8.2. Percent of Work remaining for activities started but not completed as of the update date.
3.3.8.3. Narrative report including a listing of monthly progress, the activities that define the critical path and any changes to the path of critical activities from the previous update, sources of delay, any potential problems, requested logic changes, and Work planned for the next month.
3.3.8.4. Predecessor/Successor Sort
3.3.8.5. Total Float/Early Start Sort
3.3.8.6. Responsibility/Early Start Sort
3.3.8.7. Area/Early Start Sort
3.3.8.8. Detailed listing of requested logic changes.
3.3.8.9. Updated logic diagram as required by the COUNTY. At a minimum, the COUNTY shall require a final logic diagram at the end of the Work showing the planned and actual starts and completions.
3.3.8.10. A bar chart comparison of the updated schedule to the initial schedule. This diagram shall show actual and planned performance dates for all completed activities.
3.3.8.11. All update information shall be an accurate representation of the actual Work progress.

3.4. Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) calendar days behind, the COUNTY may require that a recovery schedule for completion of the remaining Work be submitted. The Recovery Schedule must be submitted within seven (7) calendar days of the COUNTY's request. The Recovery Schedule shall describe in detail the Construction Manager's plan to complete the remaining Work by the required Task Order milestone date. The Recovery Schedule submitted shall meet the same requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Task Order milestone dates.

3.5 Change Orders: When a Change Order is proposed, the Construction Manager must identify all logical changes as a result of the Change Order. The Construction Manager shall include, as part of each Change Order proposal, a sketch showing all schedule logical revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, the Construction Manager will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to the Construction Manager's work. No separate payment will be made.

4. Cost Control Subsystem: The operation of this subsystem shall provide sufficient timely cost data and detail to permit the Construction Manager to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that the Work will be completed at a cost which, together with the Construction Manager's Fee, will not exceed the GMP. Requirements of this subsystem include submissions at the following phases of the Project:

4.1. Pre-Construction Phase Estimates, if applicable; and

4.2. Establishment of the GMP.

5. Project Accounting Subsystem: This subsystem shall enable the Construction Manager to plan effectively and the COUNTY to monitor and control the funds available for the Project, cash flow, costs, Change Orders, Construction Change Directives, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable, and also enable the COUNTY to stay informed as to the overall Project status. All reports to be generated as part of this subsystem shall be consistent with the Project Funding Schedule (if any). This subsystem will be produced and updated monthly and includes the following reports:

5.1. A Costs Status Report representing the budget, estimate, and base commitment (awarded subcontracts and purchase orders) for any given subcontract or budget line item. It shall show approved Change Orders and Construction Change Directive for each subcontract which when added to the base commitment will become the total commitment. Pending Change Orders also will be shown to produce the total estimated probable cost to complete the Work.

5.2 A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

5.3. A Detailed Status Report showing the complete activity history of each item in the Project accounting structure and includes an earned value graph. It shall include the budget, estimate, and base commitment figures for each subcontract. It shall give the Change Order history, including Change Order numbers, description, proposed and approved dollar amounts. It also shall show all pending or rejected Change Orders.

5.4. A Cash Flow Diagram showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

5.5. A Job Ledger shall be maintained as necessary to supplement the operation of the Project

accounting subsystem. The job ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

END OF SUPPLEMENTAL TERMS AND CONDITIONS

EXHIBIT C - FORM OF PAYMENT BOND
PUBLIC PAYMENT BOND

BOND NO._____

PAYMENT BOND

I. KNOW ALL PERSONS BY THESE PRESENTS: That _____, as Principal, whose address is _____, and _____, as Surety, whose address is _____, are held and firmly bound unto the Board of County Commissioners, Pasco County, Florida, as Obligee in the sum of $ _____, for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, the Principal has entered into a contract (more specifically, a task order) with Obligee, dated the _____ day of _____, 20_____, **(This date will be filled in by Board Records on the date of task order award)** for _____; in accordance with drawings and specifications, which task order is by reference made a part hereof, and is hereinafter referred to as the Task Order.

III. A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Task Order; and

2. Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Task Order in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Task Order and compliance or noncompliance with any formalities connected with the said Task Order or alterations which may be made in the terms of the said Task Order, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Task Order, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to section 255.05, Florida Statutes.

(The remainder of this page is intentionally left blank)

BOND NO._____

THIS PAYMENT BOND IS DATED THIS _____ day of _____, 20____. **(This date to be filled in by Board Records on the date of task order award).**

ATTEST:

BY: _____

_____
Printed Name

_____
Title

_____
Witness Signature

_____
Printed Name of Witness

_____
Witness Signature

_____
Printed Name of Witness

PRINCIPAL:

BY: _____

_____
Printed Name

_____
Title

-OR-

ATTEST:

_____
Witness Signature

_____
Printed Name of Witness

_____
Witness Signature

_____
Printed Name of Witness

PRINCIPAL:

BY: _____(SEAL)
As Attorney at Fact (Attach Power)

_____
Printed Name

_____
Business Address

_____
Business Telephone

NOTARY ACKNOWLEDGMENT

STATE OF }
} **ss**
COUNTY OF }

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:
☐ **physical presence,** or
☐ **online notarization**

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name]_____, who executed the foregoing instrument as [Title]_ of [Corporation or Company Name]_____, a:
☐ **corporation,** or
☐ **limited liability company**
organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name]_____, as attorney in fact.

****

Said person is (check one below):
☐ **Personally known to me**, or
☐ **Has produced _____as identification.**

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

BOND NO._____

ATTEST:

_____
Witness Signature

_____
Printed Name of Witness

_____
Witness Signature

_____
Printed Name of Witness

SURETY:

BY: _____(SEAL)
Authorized Signature

_____
Printed Name

_____
Business Address

-OR-

_____
Witness Signature

_____
Printed Name of Witness

_____
Witness Signature

_____
Printed Name of Witness

BY: _____(SEAL)
As Attorney at Fact (Attach Power)

_____
Printed Name

_____
License Number of Agent

_____

COUNTERSIGNED (if applicable):

_____
Signed

_____
Agent's License No.

_____
Agency Name

_____
Agency Mailing Address

_____
Agency Telephone No.

_____
Agency Fax No.

NOTARY ACKNOWLEDGMENT

STATE OF }
} **ss**
COUNTY OF }

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:
☐ **physical presence,** or
☐ **online notarization**

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name]_____, who executed the foregoing instrument as [Title]_ of [Corporation or Company Name]_____, a:
☐ **corporation,** or
☐ **limited liability company**
organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name]_____, as attorney in fact.

****

Said person is (check one below):
☐ **Personally known to me**, or
☐ **Has produced _____as identification.**

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

EXHIBIT D - FORM OF PERFORMANCE BOND
PUBLIC CONSTRUCTION BOND

BOND NO._____

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to Board of County Commissioners, Pasco County, Florida, herein called Owner, in the sum of $ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the task order dated _____, **(This date is to be filled in by Board Records on the date of task order award)** between Principal and Owner for construction of _____, (hereinafter the "Task Order"), the Task Order being made a part of this bond by reference, at the times and in the manner prescribed in the Task Order; and

2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies used directly or indirectly by Principal in the prosecution of the work provided for in the task order; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Task Order; and

4. Performs the guarantee of all work and materials furnished under the Task Order for the time specified in the task order, then this bond is void; otherwise, it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Task Order documents (including extension of time, alternatives or additions to the terms of the Task Order or specifications referred to within), and compliance or noncompliance with any formalities connected with the Task Order or the changes does not affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Task Order or to work or to the specifications.

BOND NO._____

THIS BOND IS DATED THIS _ day of _____, 20___. **(This date to be filled in by Board Records on the date of task order award).**

ATTEST:

_____
Witness Signature

_____
Printed Name of Witness

_____
Witness Signature

_____
Printed Name of Witness

PRINCIPAL:

BY: _____(SEAL)
Authorized Signature

_____
Printed Name

_____
Title

-OR-

ATTEST:

_____
Witness Signature

_____
Printed Name of Witness

_____
Witness Signature

_____
Printed Name of Witness

PRINCIPAL:

BY: _____(SEAL)
As Attorney at Fact (Attach Power)

_____
Printed Name

_____
Business Address

_____
Business Telephone No.

NOTARY ACKNOWLEDGMENT

STATE OF }
} **ss**
COUNTY OF }

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:
☐ **physical presence,** or
☐ **online notarization**

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name]_____, who executed the foregoing instrument as [Title] of [Corporation or Company Name]_____, a:
☐ **corporation,** or
☐ **limited liability company**
organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name]_____, as attorney in fact.

****

Said person is (check one below):
☐ **Personally known to me**, or
☐ **Has produced _____as identification.**

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

BOND NO._____

ATTEST:

SURETY:

_____
Witness Signature

BY: _____(SEAL)
Authorized Signature

_____
Printed Name of Witness

_____
Printed Name

_____
Witness Signature

_____
Business Address

_____
Printed Name of Witness

_____
Business Telephone Number

-OR-

_____
Witness Signature

BY: _____(SEAL)
As Attorney at Fact (Attach Power)

_____
Printed Name of Witness

_____
Printed Name

_____
Witness Signature

_____
License Number of Agent

_____
Printed Name of Witness

COUNTERSIGNED (if applicable):

_____
Signed

_____
Agency Name

_____
Agent's License No.

_____
Agency Mailing Address

_____
Agency Telephone No.

_____
Agency Fax No.

NOTARY ACKNOWLEDGMENT

STATE OF }
} **ss**
COUNTY OF }

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:
☐ **physical presence,** or
☐ **online notarization**

***[as applicable, complete one (1) of the four (4) choices below]*:**

(5) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name]_____, who executed the foregoing instrument as [Title]_ of [Corporation or Company Name]_____, a:
☐ **corporation,** or
☐ **limited liability company**
organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(6) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(7) FOR A PARTNERSHIP:
[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(8) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name]_____, as attorney in fact.
****

Said person is (check one below):
☐ **Personally known to me**, or
☐ **Has produced _____as identification.**

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

EXHIBIT E - INSURANCE REQUIREMENTS

The amounts and types of insurance shall conform to the minimum requirements listed below with the use of Insurance Services Office (ISO) or ACCORD forms and endorsements or broader where applicable. All self-insured retentions or deductibles will be Construction Manager's sole responsibility.

l Workers' Compensation and Employer's Liability Insurance shall be maintained by Construction Manager during the term of the Master Agreement and this Task Order for all employees engaged in the work under the Master Agreement and this Task Order, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Workers' Compensation - Florida Statutory Requirements Employer's Liability -

Bodily Injury by Accident	$1,000,000 .00	each accident
Bodily Injury by Disease	$1,000,000 .00	each employee
Bodily Injury by Disease .	$1,000,000 .00	policy limit

The insurance company shall waive claims rights against the COUNTY.

Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by Construction Manager. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for this Task Order, Independent Contractors, Premises Operations, Explosion, Collapses and Underground, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverages. ISO Endorsement CG 22 79 or CG 22 80 (Limited Exclusion - Contractor's - Professional Liability) also must be provided. Completed Operations coverage must be maintained by Construction Manager for not less than five (5) years following completion and acceptance by the COUNTY of the Work performed by Construction Manager at each Project Site assigned to it. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	$3,000,000.00
Products - Completed Operations Aggregate	$3,000,000.00
Personal and Advertising Injury	$1,000,000.00
Each Occurrence	$1,000,000.00
Fire Damage (Any One Fire)	$50,000.00
Medical Expenses per person	$5,000.00
Contract Specific Project Aggregate Limits	$ same as above

The aggregate limits shall be separately applicable to this Task Order through the use of an endorsement approved by the COUNTY. Applicable deductibles or self-insured retention shall be the sole responsibility of Construction Manager.

I. Automobile Liability Insurance shall be maintained by Construction Manager as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

$1,000,000.00 Combined Single Limit each accident for Bodily Injury, including Death & Property Damage Liability; $3,000,000.00 Aggregate

II. Umbrella Liability Insurance or Excess Liability Insurance shall not be less than $5,000,000.00 each occurrence and aggregate. Coverage shall be excess of the US L&H, Maritime, Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to this Task Order, and the specific task order aggregate limits shall be evidenced by the use of an endorsement approved by the COUNTY. If Umbrella policy does not cover any mandated coverage, then that coverage must have its own limits to meet this requirement.

III. Pollution and Professional Legal Liability Insurance shall be $5,000,000.00 each claim and annual aggregate including contractual liability covering environmental claims for bodily injury and property damage defined as physical injury to or destruction of tangible property damage coverage including the resulting loss of use of damaged property thereof or of tangible property that has not been physically injured, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims as well as for professional and pollution arising out of covered operations performed by the Construction Manager or it Subcontractors or others who may be liable described under the scope of services of this Task Order. This coverage will include Professional Liability arising out of Construction Manager's direct or vicarious liability for operations performed on this Project.

EXHIBIT F - RELEASE AND AFFIDAVIT FOR PROGRESS PAYMENT

STATE OF FLORIDA)
ss
COUNTY OF)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Task Order Documents and in consideration of $_____paid, Wharton-Smith, Inc ("Construction Manager") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against The Board of County Commissioners of Pasco County, Florida, a body corporate existing under the laws of the State of Florida ("the COUNTY") relating in any way to the performance of the Task Order No. FM26-003 between Construction Manager and the COUNTY, dated _____, 20_____, for the period from _____to _____.

(2) Construction Manager certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Construction Manager agrees to indemnify, defend, and save harmless the COUNTY from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Construction Manager of the Work covered by this Release and Affidavit.

(4) Construction Manager certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Construction Manager from the COUNTY and has not withheld any such amounts. In the event Construction Manager withholds any unpaid amounts due to its subcontractors and/or materialmen in breach of its respective Subcontract from the payment it receives from the COUNTY with respect to the Application for Payment referenced in paragraph 5 below, Construction Manager agrees to immediately refund all such unpaid amounts to the COUNTY.

(5) This Release and Affidavit is given in connection with Construction Manager's [monthly/final] Application for Payment No. _____.

[SIGNATURE ON NEXT PAGE]

Construction Manager:
Wharton-Smith, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

NOTARY ACKNOWLEDGEMENT

STATE OF }
}ss
COUNTY OF }

The foregoing instrument was acknowledged before me by means of [check one] [ ] physical presence or [ ] online notarization on this _____ day of _____, 20____, by (Name) _____ _____, who executed the foregoing instrument as (Title) _____, of Wharton-Smith, Inc, a [check one] corporation [ ]
limited liability company [ ] organized under the laws of (State)_____, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of, and as the act and deed of said entity, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of said entity, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

Signor is [ ] personally known to me or who has produced _____ as identification.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(This line is required to be completed by §117.05, F.S.)

EXHIBIT F

RELEASE AND AFFIDAVIT FOR FINAL PAYMENT

STATE OF }
}ss
COUNTY OF }

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

In accordance with the Task Order Documents and in consideration of $_____paid,_____("Construction Manager") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against The Board of County Commissioners of Pasco County, Florida, a body corporate existing under the laws of the State of Florida ("the COUNTY") relating in any way to the performance of the Task Order No. FM26-003 between Construction Manager and the COUNTY, dated_____, 20____, for the period from _____ to_____.

(1) Construction Manager certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(2) Construction Manager agrees to indemnify, defend, and save harmless the COUNTY from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Construction Manager of the Work covered by this Release and Affidavit.

(3) Construction Manager certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Construction Manager from the COUNTY and has not withheld any such amounts, except for those subcontractors and materialmen due payment as part of this final Payment Application as identified on the list attached hereto as Exhibit A. In the event Construction Manager withholds any unpaid amounts due to its subcontractors and/or materialmen in breach of its respective Subcontract from the final payment it receives from the COUNTY with respect to the Application for Payment referenced in paragraph 5 below, the Construction Manager agrees to fully indemnify the COUNTY for any claims or actions filed by the Construction Manager's subcontractors and/or materialmen related to the Project or in the alternative, upon the COUNTY's written request, immediately refund all such unpaid amounts to the COUNTY.

[SIGNATURE ON NEXT PAGE]

This Release and Affidavit is given in connection with Construction Manager's final Application for Payment No. _____.

Construction Manager: Wharton-Smith, Inc.

By:_____ Its: _____

Date:_____

NOTARY ACKNOWLEDGEMENT

STATE OF }
}ss
COUNTY OF }

The foregoing instrument was acknowledged before me by means of [check one] [ ] physical presence or [ ] online notarization on this _____ day of _____, 20____, by (Name) _____ _____, who executed the foregoing instrument as (Title) _____, of Wharton-Smith. Inc. [check one] corporation [ ]
limited liability company [ ] organized under the laws of (State)_____, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of, and as the act and deed of said entity, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of said entity, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

Signor is [ ] personally known to me or who has produced _____ as identification.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(***This line is required to be completed by §117.05, F.S.)***

EXHIBIT F

Pasco County, Florida

CONTINGENCY AUTHORIZATION RELEASE (CAR)

TASK ORDER: FM26-003 CAR No. _____

CONSTRUCTION MANANGER: Wharton-Smith, Inc.

Solicitation No. RFP-DS-23-076

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes to the above task order, in accordance with all applicable requirements. The CONSTRUCTION MANAGER waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this CAR.

DESCRIPTION OF CONTINGENCY
COST
WORK TO BE PERFORMED **IMPACT** **DAYS**

	Amount:	Days:
Contingency Amount included in Task Order:	$_____	_____
Total of All Previous CARs:	$_____	_____
Balance of Contingency Amount Available:	$_____	_____
Total Contingency Amount – This CAR:	$_____	____
Remaining Contingency Amount Balance:	$_____	____

[SIGNATURES ON NEXT PAGE]

Whereupon this CAR No. _____ has been executed by the parties or by their respective authorized representatives.

CONSTRUCTION MANAGER:
WHARTON-SMITH, INC.

_____
Witness

By: _____

Name: _____
Title: _____
Date: _____

_____
Witness

COUNTY: Pasco County, Florida

By:_____
Name: _____
Title: _____
Date: _____

EXHIBIT G - CONSTRUCTION MANAGER APPLICATION FOR PAYMENT

[SAMPLE - SCHEDULE OF VALUES & PAYMENT APPLICATION]

PASCO COUNTY FLORIDA APPLICATION FOR PAYMENT BY CONTRACTOR
SCHEDULE OF VALUES

CONTRACTOR: Wharton-Smith, Inc.																	APPLICATION:		
PROJECT: CONSTRUCTION MANAGER AT RISK SERVICES FOR PASCO COUNTY GOPASCO Multimodal Transfer Station- Zephyrhills																	APPLICATION DATE:		
PROJECT NO.: Task Order No. FM26-003																	PERIOD:		
					ORIG.BID VALUE	AAR APPLICATION			C.O. APPLICATION			TOTAL CONTRACT QUANT. TO DATE		PREVIOUSLY COMPLETED		COMPLETED THIS INVOICE		COMPLETED TO DATE		
ITEM NO.	DESCRIPTION	BID QUANTITY	UNIT PRICE	UNIT		NO.	QTY	VALUE	NO.	QTY.	VALUE		TOTAL VALUE	UNITS	VALUE	UNITS	VALUE	UNITS	VALUE	MAINING VALUE
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.35	0.00	0.35	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			1.00	0.00	1.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.23	0.00	0.23	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00
	SUBTOTALS				**$0.00**								**0.00**		**$0.00**		**0.00**		**0.00**	**0.00**
	INDEMNIFICATION/Other Consideration	1	200.00	LS	**200.00**									0.0000		0.00	0.00	0.00	**0.00**	**200.00**
	AAR FUNDS ($XX,XXX) ALLOWANCE)	1	0.00	LS	**0.00**			0.00												**0.00**
	GRAND TOTALS				**$200.00**			**$0.00**			**$0.00**				**$0.00**		**0.00**		**0.00**	**200.00**

CONTRACTOR APPLICATION FOR PAYMENT FROM PASCO COUNTY

Section 1 – General information and Current Payment Status

Project Title: GOPASCO Multimodal Transfer Station – Zephyrhills

Task Order No. FM26-003

Task Name (if applicable) N/A Contract TBD

Payment Application No. _____

For Period From _____ to _____

CONTRACTOR: Wharton-Smith, Inc.

Address: _____

Remittance Name: _____
(Must match name on Bid & on W-9)

Address: _____

CAR SUMMARY			
AAR No.	Date Approved by COUNTY ADMINISTRATOR or his designee	Additive	Deductive
TOTALS			

CHANGE ORDER SUMMARY

C.O. No.	Date Approved by Pasco BCC	Additive	Deductive
TOTALS			

Section 2 – Contractor Certification

The undersigned authorized representative certifies, on behalf of the above-referenced CONTRACTOR, and under penalty of perjury:

1. All amounts and items shown on this application are correct, and the requested Current Payment Total of $_____;

2. Any work performed or materials supplied have been in accordance with the Contract Documents for the above-referenced Project;

3. The CONTRACTOR has clear title to any materials and equipment for which the CONTRACTOR is requesting payment as stored materials;

4. All amounts paid by the COUNTY to the CONTRACTOR in previous progress payments have been applied by the CONTRACTOR and its SUBCONTRACTORS to promptly pay, in proportionate amounts, all SUBCONTRACTORS, sub-subcontractors, suppliers and other who have contributed work, equipment or materials listed included in line items listed in the Schedule of Values of the previous Payment Applications, except as indicated on Attachment 1 hereto, which is incorporated herein by reference, and consists of 1 page(s);

5. The CONTRACTOR shall apply any sums paid by the COUNTY this Application for Payment to SUBCONTRACTORS, sub-subcontractors, suppliers, and others who have contributed work, equipment or materials included in line items listed in the Schedule of Values attached hereto (less retainage, if applicable), except as indicated on Attachment 2 hereto, which is incorporated herein by reference, and consists of 1 page(s);

ATTEST: Wharton-Smith, Inc.

By: _____ By: _____

Title: _____ Title: _____

State of _____}
} ss:
County of _____}

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 202 ___, by _____ (Name of Representative) as _____ (Title of Representative) for _____ (Name of Contractor).

_____
Signature of Notary Public – State of Florida at Large

_____
Print, Type or Stamp Commissioned Name of Notary Public

Personally known _____ or produced identification _____

Type of identification produced _____

(N O T A R Y S E A L)

Section 3 – Certification by Pasco County and Professional

Based on on-site observations and the data comprising this Application for Payment, the undersigned certifies that the Work in the above-referenced Project has progressed to the point indicated herein and to the best of my knowledge, information, and belief, is in accordance with the Task Order Documents, thereby entitling the CONTRACTOR to payment of the amount certified herein.

Pasco County Inspector:

By: _____ Date: _____

PROJECT MANAGER:*

By: _____ Date: _____

*The PROJECT MANAGER may be a Pasco County Project Engineer or other appropriate County staff member.

PROFESSIONAL:**

By: _____ Date: _____

**The PROFESSIONAL may be the County Engineer, Assistant Engineering Services Director, Division Engineer, other appropriate County staff member, or a private professional consultant.

INSTRUCTIONS FOR COMPLETING APPLICATION FOR PAYMENT

This form will be completed by the CONTRACTOR each time payment is requested in connection with the Project. This Application for Payment shall be accompanied by a Schedule of Values providing line-item detail for the project, Attachment 1, and Attachment 2.

Section 1: This section will be completed by the CONTRACTOR. The CONTRACTOR must provide all the information indicated on the form as a condition of processing and payment.

Section 2: This section will be completed by the CONTRACTOR. In this section, the CONTRACTOR shall provide certification with respect to the representations made in Section 1. The certification will be provided in accordance with the Task Order Documents.

Section 3: This section must be completed by Pasco County Staff and/or the PROFESSIONAL designated by the COUNTY. The approval of the PROJECT MANAGER will always be provided. If the Pasco County Inspector or the PROFESSIONAL are not responsible for the activities to be certified, "N/A" shall be inserted in the designated signature space.

Attachment 1 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Application for Payment No. and Corresponding Line Item Reference to Schedule of Values	Explanation

-or-

[ ] This page is not applicable, as no outstanding payment disputes exist with respect to any prior Application for Payment.

_____

Contractor Signature

Attachment 2 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Corresponding Line Item Reference to Schedule of Values	Explanation

-or-

[ ] This page is not applicable, as no outstanding payment disputes exist with respect to the current Application for Payment.

_____

Contractor Signature

CONSENT OF SURETY TO PROGRESS/FINAL PAYMENT

WHEREAS, the Board of County Commissioners of Pasco County, Florida (hereinafter the "COUNTY"), and Wharton-Smith, Inc. (hereinafter the "CONSTRUCTION MANAGER"), entered into an Task Order No. FM26-003 on _____20_____, in connection with that certain Project known as PASCO COUNTY GOPASCO MULTIMODAL TRANSFER STATION - ZEPHYRHILLS, RFP No. RFP-DS-23-076, and

WHEREAS, _____ (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated _____ , 20_____ , in the sum of $_____ in connection with the aforesaid Project and Task Order; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the Progress / Final (*circle term applicable*) Payment by the COUNTY to the CONTRACTOR, and agrees that said Progress / Final Payment (*circle term applicable*) shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this _____ day of _____, 20_____.

SURETY:

By: _____
Authorized Signature

Witness to All

_____

By: _____
As Attorney in Fact

Witness to All

_____

Agency (Power of Attorney attached)

EXHIBIT H - CHANGE ORDER
PASCO COUNTY, FLORIDA

CHANGE ORDER NO. _____

CONTRACT: **GOPASCO Multimodal Transfer Station – Zephyrhills**

CONSTRUCTION MANAGER: Wharton-Smith, Inc.
4912 W. LaSalle Street, Tampa, FL 33607

RFP NO. RFP-DS-23-076 TASK ORDER NO.: (if applicable) FM26-003

TASK ORDER DATE: _____

(Circle as applicable)

TIME CHANGE EXTRA WORK CREDIT OTHER

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes and modifications to the aforesaid Task Order in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE:	**COST IMPACT**	**FINAL COMPLETION DAYS**
	$0.00	0

REASON FOR CHANGE:

The initial Task Order Price (FINAL TOTAL GMP AMOUNT) was _____

Net change by previous Change Orders _____

The Task Order Price prior to this Change Order was _____

The Task Order Price will be (increased, decreased, unchanged) by this Change Order

$ _____

The Task Order Price including this Change Order

$ _____

The Final Completion Milestone prior to this Change Order _____

The Substantial Completion Milestone prior to this Change Order: _____

The time for the Substantial Completion Milestone will be (extended, reduced, unchanged) by ( ) days.

The Substantial Completion Milestone as of this Change Order:
The CONTRACTOR waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this Change Order. Except to the extent expressly modified by this Change Order, the aforesaid Task Order and all terms and conditions therein, as amended by all previous Change Orders, is reaffirmed in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, this Change Order No. ____to the Task Order No. FM26-003 for the Pasco County **GOPASCO MULTIMODAL TRANSFER STATION - ZEPHYRHILLS** has been executed by the parties hereto or by their authorized representatives effective as the last day written below.

[SEAL]

ATTEST

By: _____

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

_____
Witness - Print Name

_____
Witness – Print Name

COUNTY:
BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

By: _____

Chairman

Date: _____, 20__

CONSTRUCTION MANAGER:
WHARTON-SMITH, INC.

By: _____
Printed Name, Title

Date: _____, 20__

NOTARY ACKNOWLEDGEMENT OF
CORPORATION / LIMITED LIABILITY COMPANY

STATE OF }
}ss
COUNTY OF }

The foregoing instrument was acknowledged before me by means of [check one] [ ] physical presence or [ ] online notarization on this _____ day of _____, 20____, by (Name) _____ _____, who executed the foregoing instrument as (Title) _____, of Wharton-Smith, Inc. a [check one] corporation [ ] limited liability company [ ] organized under the laws of (State)_____, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of, and as the act and deed of said entity, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of said entity, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

Signor is [ ] personally known to me or who has produced _____ as identification.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____

Name – typed, printed or stamped
(***This line is required to be completed by §117.05, F.S.)***

CONSENT OF SURETY TO CHANGE ORDER NO. _____

WHEREAS, Pasco County, Florida, by and through the Board of County Commissioners of Pasco County, Florida (hereinafter the "COUNTY"), and _____ (hereinafter the "Construction Manager"), entered into an Task Order No. FM26-003 on _____, 20_____, in connection with that certain Project known as the GOPASCO MULTIMODAL TRANSFER STATION - ZEPHYRHILLS, RFP No. RFP-DS-23-076, FEMA No._____; and

WHEREAS, _____ (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated _____, in the sum of $_____ in connection with the aforesaid Project and Task Order; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the attached Change Order No. _____, and agrees that said Change Order shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this _____ day of _____, 20_____.

SURETY:

By: _____
Authorized Signature

Witness to All

_____

By: _____
As Attorney in Fact

Witness to All

_____

Agency (Power of Attorney attached)

STATE OF }
}
} ss.
COUNTY OF }

AS ATTORNEY IN FACT
The foregoing instrument was acknowledged before me by means of [ ] physical presence or
[ ] online notarization, this ____ day of _____, 20_____ by, attorney in fact, who is personally known to me or who has produced _____ as identification on behalf of _____.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(This line is required to be completed by §117.05, F.S.)

EXHIBIT I - PROJECT SCHEDULE MILESTONES

Estimating Services to be provided with the GMP)

EXHIBIT J - CONSTRUCTION MANAGER'S STAFFING SCHEDULE

I. Pre-Construction Phase Services:

Name	Title/Position	Affiliation	% Assigned to Pre-Construction Phase
Johnny Santos	Director of Operations	Wharton-Smith, Inc.	5%
Marian Jakubik	General Superintendent	Wharton-Smith, Inc.	10%
Juanmiguel Gorut	Preconstruction Executive	Wharton-Smith, Inc.	25%
Jon Silling	Preconstruction Manager	Wharton-Smith, Inc.	100%
Keira Blastow	Project Engineer	Wharton-Smith, Inc.	5%
Michael Christian	Scheduler	Wharton-Smith, Inc.	15%

II Construction Phase Services:

- To be determined – with submission and approval of GMP

- Name
- Title/Position
- Company Affiliation
- % Assigned to Construction Phase

EXHIBIT K - GMP AMENDMENT TO TASK ORDER NO. FM26-003
BETWEEN PASCO COUNTY AND CONSTRUCTION MANAGER

EXHIBIT L - TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Wharton-Smith, Inc. hereby certifies that wage rates and other factual unit costs supporting the compensation for the construction management services of Construction Manager to be provided under this Task Order No. FM26-003, concerning Construction Management at Risk Services for the Pasco County GOPASCO Multimodal Transfer Station – Zephyrhills, are accurate, complete and current as of the time of contracting.

CONSTRUCTION MANAGER:

WHARTON-SMITH, INC.

By: (Print Name) Darin A. Crafton

Title: Chief Operating Officer- Commercial

Date: 12/9/2025

EXHIBIT M – CERTIFICATE OF INSURANCE FORM

PLEASE READ CAREFULLY

PASCO COUNTY, FLORIDA

CERTIFICATE OF INSURANCE EXPLANATION

Pasco County, Florida (County) requires the use of its Certificate of Insurance as evidence that the insurance requirements of the Master Agreement and Task Order have been complied with and will continue to be complied with as long as the Task Order is in force. The County must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The County must be advised of cancellation or non-renewal of the insurance coverages required or reduction in the coverages provided in compliance with the Master Agreement and Task Order as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, non-renewal, or reduction in coverages must be provided to the County so that the County can take proper action to protect itself.

Many Certificates of Insurance are received by the County, and many contain wording to the effect that the certificate is issued as a matter of information only and **confers no rights upon the certificate holder.** A common example of this unacceptable language is: should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will **endeavor** to mail X days' written notice to the named certificate holder, **but failure to mail such notice shall impose no obligation or liability of any kind upon the company.**

The County must have the **right** of notice of cancellation, non-renewal, and reduction of coverage as this is part of the insurance requirements of the Master Agreement and Task Order entered into and to be relied upon by the County as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license for the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the County that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The County must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the Master Agreement and Task Order entered into have been met and will continue to be met, without interruption, during the term of the Master Agreement and Task Order entered into unless thirty days written notice is given to it.

No activity shall begin until the County Insurance Certificate is received and approved. Your cooperation in providing the County with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this Task Order to be accomplished.

Client#: 706782 WHARTINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificate Specialist
Marsh & McLennan Agency 1 N. Dale Mabry Hwy, Suite #450 Tampa, FL 33609 800 966-6481	PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): E-MAIL ADDRESS: MMABouchard.certificates@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Company	19488
INSURER B : Amerisure Partners Insurance Company	11050
INSURER C : Berkley Assurance Company	39462
INSURER D : XL Specialty Insurance	37885
INSURER E : Starr Indemnity & Liability Company	38318
INSURER F : Everest Indemnity Insurance Company	10851

INSURED
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	GL20361082101	07/01/2025	07/01/2026	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA20361072105	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $0	Y	Y	CU21171470501	07/01/2025	07/01/2026	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC20361092005	07/01/2025	07/01/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Pollution Liab	Y		PCADB50274770425	04/01/2025	04/01/2026	$15,000,000	
C	Professional Liab			PCADB50274770425	04/01/2025	04/01/2026	$15,000,000	
D	Builders Risk			UM00024961MA25A	04/01/2025	04/01/2026	Cov. Details Attached	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: RFP DS 23-076, Task Order No. FM25-018, Villages of Pasadena Hills Super Park, Phase 2
LOCATION: Bozeman Road in Dade City, Pasco County, FL
COMPLETE CERTIFICATE HOLDER(S) & ADDITIONAL INSURED(S): Pasco County Board of County Commissioners and any other party or entity as required by written contract, subject to the terms, conditions, and exclusions as specified in the policies.
(See Attached Descriptions)

CERTIFICATE HOLDER

County Commissioners of Pasco County Florida
7536 State Street
Suite 221
New Port Richey, FL 34654-5228

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Insurers Affording Coverage Continued:

Excess Liability $5,000,000 Excess of Primary $5,000,000 2nd Layer
Insurer E - Starr Indemnity & Liability Company -NAIC#38318
Policy #1000585014252- Effective 07/01/2025 Expiration 07/01/2026
Follow Form Excess liability over Amerisure Partners Insurance Co and follow form over Amerisure Partners Insurance Company
Limits(s):
$5,000,000 Each Occurrence
$5,000,000 Other Aggregate (s), Where Applicable
$5,000,000 Products-Completed Operations Aggregate

Excess Liability $5,000,000 Excess of $10,000,000 3rd Layer
Insurer F - Everest Indemnity Insurance Company-NAIC#10851
Policy #GB2EX00046252 - Effective 07/01/2025 - Expiration 07/01/2026
Follow Form over Starr Indemnity & Liability Company
Limits(s):
$5,000,000 Each Occurrence
$5,000,000 Aggregate

$5,000,000 Excess of $15,000,000 4th Layer
Insurer G - Steadfast Insurance Company- NAIC#26387
Policy # AEC304077601 - Effective 07/01/2025- Expiration 07/01/2026
Excess over Everest Indemnity Insurance Co and follow form over Everest Indemnity Insurance Co.
Limits(s):
$5,000,000 Each Occurrence
$5,000,000 Other Aggregate (s), Where Applicable
$5,000,000 Products-Completed Operations Aggregate

$5,000,000 Excess of $20,000,000 5th Layer
Insurer H- Vantage Risk Specialty Insurance Co.- NAIC#16275
Policy #P03XC0000079791 - Effective 07/01/2025- Expiration 07/01/2026
Follow Form Excess Liability over Steadfast Insurance Company
Limits(s):
$5,000,000 Each Occurrence
$5,000,000 Aggregate

$5,000,000 Excess of $25,000,000 6th Layer
Insurer I- Westfield Specialty Insurance Company- NAIC#16992
Policy #XSL440249D02 - Effective 07/01/2025- Expiration 07/01/2026
Follow Form Excess Liability over Vantage Risk Specialty Insurance Company
Limits(s):
$5,000,000 Each Occurrence
$5,000,000 Aggregate

Insurer D - XL Specialty Insurance Company NAICS#37885
Policy # UM00024961MA25A - Rented Equipment Coverage - $2,500,000
Blanket Loss Payee applies for Rented and Leased Equipment.
Rented and Leased Equipment deductible:
$10,000 standard deductible.
2% subject to a $10K minimum deductible applies to all rented cranes.

Certificate holder is additional insured as respects General Liability, Automobile Liability, Pollution Liability and Umbrella Liability policies only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policies.

Coverage is primary as respects to General Liability & Automobile Liability and non-contributory as subject

DESCRIPTIONS (Continued from Page 1)

to the terms, conditions and exclusions of your policy.

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability, Workers Compensation and Umbrella only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policy

that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.

Umbrella Liability policy follow the forms/endorsements of the underlying General Liability, Automobile Liability and Workers Compensation policies.

BUILDER'S RISK COVERAGE

NAMED INSURED:	Wharton-Smith, Inc.
COMPANY:	XL Specialty Insurance Company
NAIC #37885	AM Best Rating: A (Excellent), XV ($2 Billion or greater)
POLICY TERM:	4/1/2025 - 4/1/2026
POLICY NUMBER:	UM00024960MA25A

COVERED PROPERTY AND PREMISES DESCRIPTION

New construction and remodeling of waste or water treatment plants; new construction and non-structural renovations of commercial buildings at various premises within the state of Georgia, Florida, North Carolina, South Carolina, Virginia, Mississippi, Alabama, Louisiana, Texas and Tennessee

SUMMARY

COVERAGE	LIMIT OF INSURANCE
Covered Property at Premises Described Above – Consisting of Frame or Joisted Masonry Construction	$2,500,000
Covered Property at Premises Described Above – Consisting of Non-Combustible, Masonry Non-Combustible, Semi Fire-Resistive and Fire-Resistive Construction (Including Water Treatment Plants Except on Islands)	$100,000,000
Covered Property at Premises Described Above – On Islands (Water Treatment Plant Projects Only)	$5,000,000
Soft Costs	$1,000,000

DEDUCTIBLE OR WAITING PERIOD

COVERAGE	DEDUCTIBLE OR WAITING PERIOD
All Coverages Unless Otherwise Specified Below	$5,000 projects $50,000,000 and under. $25,000 on projects over $50,000,000.
Named Storm – On Islands	12.5%, Subject to $500,000 minimum on projects up to $8M. 10.0%, Subject to $500,000 minimum on projects over $8M.
Named Storm – Water Treatment Plant Projects Only	3%, Subject to $25,000 Minimum.
Named Storm – Frame, Joisted Masonry or Non-Combustible Construction	5%, Subject to $25,000 Minimum.
Named Storm – Masonry Non-Combustible, Semi Fire-Resistive or Fire-Resistive Construction	3%, Subject to $25,000 Minimum.
Flood – Zones C or X (Unshaded)	$25,000
Flood – Zone B or Shaded X	$50,000

Flood – All Other Zones and Water Treatment Projects on Islands	$500,000
Earth Movement and Volcanic Eruption "Pacific Northwest Seismic Area" "High Hazard Seismic Zones"	1% Subject to $50,000 Minimum
Earth Movement and Volcanic Eruption "New Madrid Seismic Area"	1% Subject to $50,000 Minimum
Earth Movement and Volcanic Eruption – All Other	$25,000

SUBLIMITS

COVERAGE	LIMIT OF INSURANCE
Flood – Per Occurrence – Zone C or Unshaded X	$75,000,000
Flood – Per Occurrence – Zones B & Shaded X	$15,000,000
Flood – Per Occurrence – All Other Zones	$1,000,000
Flood – Per Occurrence – Islands (Wastewater Treatment Plants Only)	$500,000
Flood Annual Aggregate	$75,000,000
Earth Movement and Volcanic Eruption – Pacific Northwest Seismic Area, High Hazard Seismic Zones	$1,000,000
Earth Movement and Volcanic Eruption – New Madrid Seismic Area	$10,000,000
Earth Movement and Volcanic Eruption – Per Occurrence	$50,000,000
Earth Movement and Volcanic Eruption – Annual Aggregate	$50,000,000
Windstorm or Hail – Premises Located on Islands	$2,500,000

COVERAGE TERMS

- Maximum Limit of Insurance: $100,000,000
- Valuation Clause: Replacement Cost
- Co-Insurance: 0%
- Additional Coverages – Testing: Electrical, Mechanical, Pneumatic and Hydrostatic
- Equipment Breakdown Endorsement
- Loss of Use Coverage Endorsement
- Permission to Occupy Endorsement
- Additional Coverage Limit for Valuable Papers - $250,000
- **Policy excludes wind coverage for all Projects EXCEPT water treatment plants within 3 Miles of any bay, gulf (including a sound), ocean, intracoastal waterway (including the Indian River) in "High Hazard Wind Zones"**

EXHIBIT N – Required Federal Forms (Post-Award)

BUY AMERICA REQUIREMENTS

FOR PROCUREMENT OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING ROLLING STOCK) OVER $150,000

If this contract (or task order) or purchase order is valued in excess of $150,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

☒ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.

☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or USC 5323(j)(2)(D), and 49 CFR part 661.7.

If this contract (or task order) or purchase order is valued in excess of $150,000 and involves the procurement of buses, other rolling stock and associated equipment, the bidder or offeror hereby certifies that it:

☐ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.

☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR part 661.11, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or USC 5323(j)(2)(D), and 49 CFR part 661.7.

Note: This Buy America certification must be submitted to Pasco County, if applicable, with all bids or offers on FTA-funded contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for microcomputer equipment, software, and small purchases (currently less than $150,000) made with capital, operating or planning funds.

WHARTON-SMITH, INC

_____ (SEAL)

Witness No. 1

BY: _____

(Authorized Signature in Ink)

_____

Witness No. 2

Darin A. Crafton

(Printed name of Signatory)

Chief Operating Officer - Commercial

(Printed Title of Signatory)

CORPORATE SEAL
(where appropriate)

WHARTON-SMITH, INC. CORPORATE SEAL 1984 FLORIDA

Date: 12/9/2025

LOBBYING

For contracts over
$100,000

31 U.S.C. 1352, 2 C.F.R. § 200.450
2 CFR Part 200 Appendix II (J), 49 CFR Part 20

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

WHARTON-SMITH, INC

BY: _____

(Authorized Signature in Ink)

_____(SEAL)

Witness No. 1

_____

Witness No. 2

Darin A. Crafton

(Printed name of Signatory)

Chief Operating Officer - Commercial

(Printed Title of Signatory)

CORPORATE SEAL

(where appropriate)

WHARTON-SMITH, INC. CORPORATE SEAL 1984 FLORIDA

Date: 12/9/2025

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior Federal approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this response is being submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will

include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management (SAM) database.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FORM BEGINS ON NEXT PAGE

Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this response.

WHARTON-SMITH, INC

_____(SEAL)
Witness No. 1

BY: _____
(Authorized Signature in Ink)

_____
Witness No. 2

Darin A. Crafton
(Printed name of Signatory)

Chief Operating Officer - Commercial
(Printed Title of Signatory)

CORPORATE SEAL
(where appropriate)

WHARTON-SMITH, INC. CORPORATE SEAL 1984 FLORIDA

Date: 12/9/2025

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER $100,000
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Wharton-Smith, Inc., certifies or affirms the truthfulness and

accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Darin A. Crafton
Chief Operating Officer - Commercial ___ Name and Title of Contractor's Authorized Official

12/9/2025
_____ Date

EXHIBIT V - CONSTRUCTION MANAGER'S PRECONSTRUCTION SERVICES PROPOSAL

PROJECT LOCATION: Zephyrhills GOPASCO Multimodal Transfer Station – Zephyrhills
PROJECT#·23065

PART A PRE-CONSTRUCTION SERVICES										
Personnel	Title	Duration **(Weeks)**	Total project Hours	**Billable** Hours	Hourly **Rate**	Time **Available** (%)	Total Labor Cost	Burden Rate	Burden Amount	Total Compensation
	VP / Chief Est.									
	Estimator									
PM	**PM**									
Item & Unit of Measure							Amount	Cost		Total Cost
Reimbursable (supplies, copies, postage, meeting travel) Not To Exceed										
Due diligence/ Pre-Test and Balance										
MEP assist										
Total Cost of Pre-Construction Lump Sum										

Wharton-Smith, Inc.
CONSTRUCTION GROUP

CORPORATE RESOLUTION

I, the undersigned Secretary of Wharton Smith, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that a meeting of the Board of Directors of said corporation, duly held on February 29, 2024, a quorum being present, the following resolution was adopted and entered upon the regular minute book of said corporation, is in accordance with the by-laws and is now in full force and effect to-wit:

The current list of qualifiers to act for the business organization in all matters connected with its contracting business has now been amended to read:

Ronald F. Davoli
Timothy S. Smith
Stephanie L. Pompeo
Patrick J. Hewitt
Kenneth E. Marcell III
Darin A. Crafton
Todd H. O'Donnell
Gregory L. Williams
Andre P. Boagni

I HEREBY certify that the foregoing is a true and exact copy of the resolution adopted by the Board of Directors of this Corporation and that such resolution has not been amended, modified, or revoked and is still in force and effect.

Signed and sealed this 29th day of February 2024.
(Seal of Corporation)

WHARTON-SMITH, INC. CORPORATE SEAL April 2, 1984 FLORIDA

Timothy S. Smith, President CEO

Ronald F. Davoli, Chairman

Stephanie L. Pompeo, Secretary

Wharton-Smith, Inc.
CONSTRUCTION GROUP

Date: October 9, 2025

Molly Meadows, Pasco County - Facilities Management
4111 Land O Lakes Blvd, Land O lakes, FL. 34639

Re: Preconstruction Services: Zephyrhills Transfer Station

Dear Molly,

Wharton-Smith, Inc. is pleased to submit our proposal for the preconstruction services for the **Zephyrhills Transfer Station** project. Within the enclosed documents, you will first find a narrative detailing our scope of work as it pertains to the preconstruction phase of the project. This narrative provides an outline of the services we intend to provide in conjunction with the design team during the early stages of the project to ultimately bring it to the point of construction.

The proposed cost for these services is **$38,173.00 plus a $2,500 multi-project discount.**
The revised proposed cost for these services is *$35,673.00.*

Additionally, we have attached a fee spreadsheet summarizing the associated project costs necessary to support the preconstruction efforts. The spreadsheet details and includes all the Construction Manager related administration costs during the development of the project-program, coordination efforts in developing the design, and all costs ultimately necessary to provide the Guaranteed Maximum Price.

Our entire team is excited about the opportunity to demonstrate our exceptional preconstruction and construction related talents to you and your colleagues. We look forward to being considered as your Construction Management team and business partner for this venture and are fully committed to making the project a success in every way. We appreciate the opportunity and are eager to commence management services soon.

Sincerely,

Johnny Santos

Johnny Santos
Director of Operations
Wharton-Smith, Inc.

Wharton-Smith, Inc. Commercial Preconstruction

Overview - **Zephyrhills**

In today's market with unprecedented cost escalation and extended material delivery lead times, it is important to "Design to Budget." The Preconstruction process engages the owner, designers, construction manager and trade partners to ensure all parties are developing a project that meets the owner's program, budget, and schedule. The whole Preconstruction process is open book and transparent to ensure the success of your project.

Wharton-Smith employs 21 Preconstruction professionals in 6 offices throughout the southeast. Many of the projects we deliver are under the Construction Manager at Risk form of delivery, whereby we provide Preconstruction services during the design development stage to ensure the project is "Designed to Budget." The following is a sample of the typical Preconstruction services we provide during the design development of a planned project to ensure it is a success.

CONSTRUCTION DOCUMENT PHASE / GUARANTEED MAXIMUM PRICE GMP

When the design reaches the Construction document stage and is ready to be bid to our subcontracting partners, we will commence our GMP bidding procedures. Wharton-Smith, Inc. will begin bidding procedures by coordinating with the Owner's Project Representative to determine the date, time and place of bid opening, and any scheduled subcontractor pre-bid meetings and/or pre-bid walkthroughs.

An ITB, Instructions to Bidder's will be provided to subcontractors so they understand the requirements of the project. These instructions will include any specific owner requirements, project logistics, an outline schedule, major trade scopes of work, a sample subcontract, safety, and quality requirements.

Wharton-Smith, Inc. will utilize www.constructconnect.com, our online plan room, to directly solicit selected prequalified subcontractors, by emailing Invitations to Bid including information on how to access the bidding documents. Wharton-Smith, Inc. will work with your Project Representative to develop the bidder's list and include all subcontractors and material suppliers that you would like to invite.

The Owner's Project Representative is welcome to be present at the time of the bid opening and shall witness the receipt and tabulation of all bids. Wharton-Smith, Inc. will provide the Owner's Project Representative with the final bid tabulation from bid day.

All information regarding solicited subcontractors and responses received, including the identification of the responses found to be from the lowest, responsible, responsive bidder, will be summarized in the Subcontractor Bidder Report in the GMP. We will coordinate with the major low responsive subcontractors to ensure they have complete scope and fully understand the project.

The GMP, Guaranteed Maximum Price document will include the Summary of Costs, a detailed analysis of all the subtrades scopes and pricing, copies of all the subcontractor's bids, a breakdown of the General Conditions and General Requirements. Also included will be the project schedule, Assumptions and Qualifications, and a listing of all the project documents.

By following this process, we have ensured the success of hundreds of projects. "Design to Budget" is how we start the Design Development process and how we finish with the Guaranteed Maximum Price.

Wharton-Smith, Inc
CONSTRUCTION GROUP

PRECONSTRUCTION SERVICES WORKSHEET
Pasco County
Zephyrhills Transfer Station

10/2/2025

DESCRIPTION	POSITIONS																MISC	TOTAL
	Operations Director	Rate	General/Area Superintendent	Rate	Precon Executive	Rate	Precon Manager	Rate	Project Manager	Rate	Project Engineer	Rate	Scheduler	Rate	LABOR SUBTOTALS		documents, survey, software, etc	
	Hrs	140 98	Hrs	136.95	Hrs	125 51	Hrs	113 92	Hrs	113 92	Hrs	81 69	Hrs	103 25	Hrs	$		
GMP																		
Site Visits	0 00	0 00	2 00	273 89	2 00	251 01	2 00	227 84	2 00	227 84	0 00	0 00	0 00	0 00	8 00	980 59		
Develop bidders' construction schedule	0 00	0 00	4 00	547 78	1 00	125 51	0 00	0.00	2 00	227 84	0 00	0.00	40 00	4,130 06	47 00	5,031 20		
Constructability review	0 00	0 00	8 00	1,095 57	8 00	1,004 05	8 00	911 38	8 00	911 38	0 00	0 00	0 00	0 00	32 00	3,922 37		
Develop GMP estimate	0 00	0 00	0 00	0 00	40 00	5,020 24	40 00	4,556 90	0 00	0 00	0 00	0 00	0 00	0 00	80.00	9,577 14		
Prepare sub-contract bidding documents	0 00	0 00	0 00	0 00	8 00	1,004 05	8 00	911 38	4 00	455 69	4 00	327 58	0 00	0 00	24 00	2,698 67		
Prepare detailed scope packages & documents	0 00	0 00	0 00	0 00	8 00	1,004 05	16 00	1,822 76	8 00	911 38	0 00	0.00	0 00	0 00	32 00	3,738 19		
Conduct pre-bid conferences	0 00	0 00	2 00	273 89	2 00	251 01	2 00	227 84	2 00	227 84	0 00	0 00	0 00	0 00	8 00	980 59		
Receive and analyze bids	0 00	0 00	0 00	0 00	8 00	1,004 05	40 00	4,556 90	4 00	455 69	0 00	0 00	0 00	0 00	52 00	6,016 64		
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Discuss & approve GMP	4 00	563 95	0 00	0 00	4 00	502 02	4 00	455 69	4 00	455 69	0 00	0 00	0 00	0 00	16 00	1,977 35		
GMP Phase subtotal	8 00	845 93	14 00	1,917 24	81 00	10,165 98	118 00	13,442 85	34 00	3,873 36	4 00	327 58	40 00	4,130 06	297.00	34,702 99	0 00	34,703
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TOTALS	6	846	15	2 054	82	10 291	119	13 557	35	3 987	4	328	40	4 130	301	35 193	0.00	38,173

PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of the company or by the individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

Signature

Darin A. Crafton
Printed Name

Chief Operating Officer - Commercial
Title

Wharton-Smith, Inc.
Name of Company or Individual

12/9/2025
Date

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☒ physical presence or ☐ online notarization, this 9th day of December, (month) 2025 (year), by Darin A. Crafton (name of person making statement).

(Signature of Notary Public - State of Florida)

Francine Z. Guillemette
(Print Commissioned Name of Notary Public)

FRANCINE Z. GUILLEMETTE
MY COMMISSION # HH 699230
EXPIRES: August 19, 2029

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced

Wharton-Smith, Inc.
CONSTRUCTION GROUP

Date: October 9, 2025

Molly Meadows, Pasco County - Facilities Management
4111 Land O Lakes Blvd, Land O lakes, FL. 34639

Re: Preconstruction Services: Zephyrhills Transfer Station

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Johnny Santos
Director of Operations
Wharton-Smith, Inc.

Wharton-Smith, Inc. Commercial Preconstruction

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Wharton-Smith, Inc
CONSTRUCTION GROUP

PRECONSTRUCTION SERVICES WORKSHEET
Pasco County
Zephyrhills Transfer Station

10/2/2025

DESCRIPTION	POSITIONS																MISC	TOTAL
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Develop GMP estimate	0 00	0 00	0 00	0 00	40 00	5,020 24	40 00	4,556 90	0 00	0 00	0 00	0 00	0 00	0 00	80.00	9,577.14		
Prepare sub-contract bidding documents	0 00	0 00	0 00	0 00	8 00	1,004 05	8 00	911 38	4 00	455 69	4 00	327 56	0 00	0 00	24 00	2,698 67		
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Recommend award of contracts	2 00	281 98	0 00	0 00	2 00	251 01	0 00	0 00	2 00	227 84	0 00	0 00	0 00	0 00	6 00	760 83		
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Preconstruction Services Fee																		3,470
TOTALS	8	846	15	2,054	82	10,291	119	13,557	35	3,987	4	328	40	4,130	301	35,193	0.00	38,173

Wharton-Smith, Inc.
CONSTRUCTION GROUP

CORPORATE RESOLUTION

I, the undersigned Secretary of Wharton Smith, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that a meeting of the Board of Directors of said corporation, duly held on February 29, 2024, a quorum being present, the following resolution was adopted and entered upon the regular minute book of said corporation, is in accordance with the by-laws and is now in full force and effect to-wit:

The current list of qualifiers to act for the business organization in all matters connected with its contracting business has now been amended to read:

Ronald F. Davoli
Timothy S. Smith
Stephanie L. Pompeo
Patrick J. Hewitt
Kenneth E. Marcell III
Darin A. Crafton
Todd H. O'Donnell
Gregory L. Williams
Andre P. Boagni

I HEREBY certify that the foregoing is a true and exact copy of the resolution adopted by the Board of Directors of this Corporation and that such resolution has not been amended, modified, or revoked and is still in force and effect.

Signed and sealed this 29th day of February 2024.
(Seal of Corporation)

WHARTON-SMITH, INC. CORPORATE SEAL April 1, 1984 FLORIDA

Timothy S. Smith, President CEO

Ronald F. Davoli, Chairman

Stephanie L. Pompeo, Secretary

PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of the company or by the individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

Signature

Darin A. Crafton
Printed Name

Chief Operating Officer - Commercial
Title

Wharton-Smith, Inc.
Name of Company or Individual

12/9/2025
Date

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☒ physical presence or ☐ online notarization, this 9th day of December, (month) 2025 (year), by Darin A. Crafton (name of person making statement).

(Signature of Notary Public - State of Florida)

Francine Z. Guillemette
(Print Commissioned Name of Notary Public)

FRANCINE Z. GUILLEMETTE
MY COMMISSION # HH 699230
EXPIRES: August 19, 2029

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced

Detail by Entity Name

Florida Profit Corporation
WHARTON-SMITH, INC.

Filing Information

Document Number	G94383
FEI/EIN Number	59-2392802
Date Filed	04/03/1984
Effective Date	04/02/1984
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/21/2024
Event Effective Date	NONE

Principal Address

750 MONROE RD
SANFORD, FL 32771

Changed: 04/25/2006

Mailing Address

750 Monroe Road
Sanford, FL 32771

Changed: 01/02/2020

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 10/07/2019

Address Changed: 10/07/2019

Officer/Director Detail

Name & Address

Title President, CEO, Treasurer

SMITH, TIMOTHY S
750 MONROE RD
SANFORD, FL 32771

Title Chairman, Asst. Secretary

DAVOLI, RONALD F
750 MONROE RD
SANFORD, FL 32771

Title Director

Marcell , Kenneth E, III
750 MONROE RD
SANFORD, FL 32771

Title COO

HEWITT, PATRICK J
750 MONROE RD
SANFORD, FL 32771

Title COO

CRAFTON, DARIN A
750 MONROE ROAD
Sanford, FL 32771

Title Director

O'Donnell, Todd H
750 MONROE RD
SANFORD, FL 32771

Title Director

Williams, Gregory L
750 MONROE RD
SANFORD, FL 32771

Title CFO, Secretary

POMPEO, STEPHANIE
750 MONROE RD
SANFORD, FL 32771

Title Director

BOAGNI, ANDRE
750 MONROE RD
SANFORD, FL 32771

Annual Reports

Report Year	Filed Date
2024	01/03/2024
2025	01/08/2025
2026	01/06/2026

Document Images

01/06/2026 -- ANNUAL REPORT	View image in PDF format
01/08/2025 -- ANNUAL REPORT	View image in PDF format
03/21/2024 -- Amendment	View image in PDF format
01/03/2024 -- ANNUAL REPORT	View image in PDF format
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02/17/2023 -- Amendment	View image in PDF format
01/03/2023 -- ANNUAL REPORT	View image in PDF format
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01/04/2022 -- ANNUAL REPORT	View image in PDF format
07/06/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
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07/06/2020 -- Amendment	View image in PDF format
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01/21/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
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10/07/2019 -- Reg. Agent Change	View image in PDF format
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01/03/2017 -- ANNUAL REPORT	View image in PDF format
09/12/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/06/2016 -- ANNUAL REPORT	View image in PDF format
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03/01/2007 -- ANNUAL REPORT	View image in PDF format
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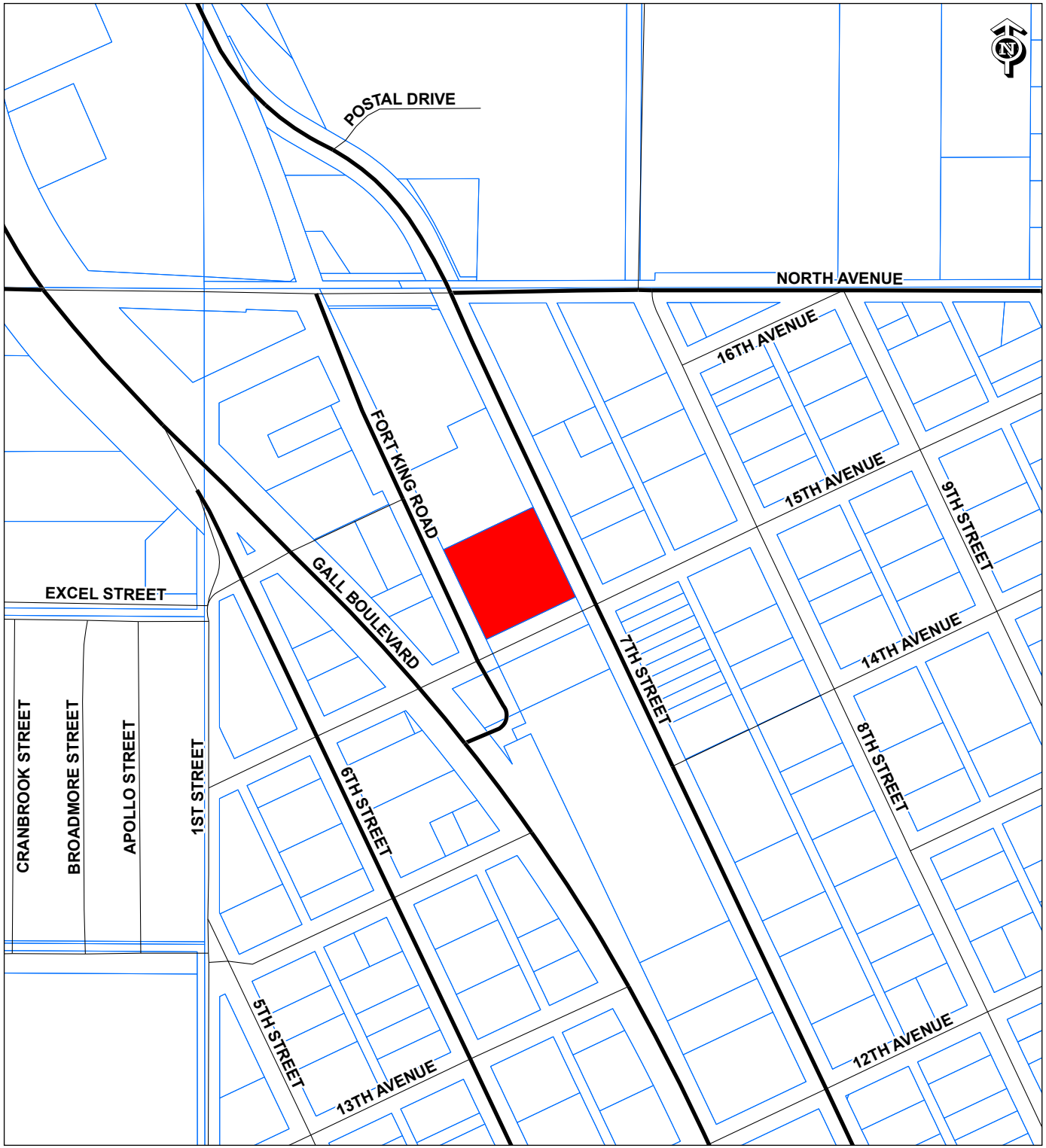
05/01/1996 -- ANNUAL REPORT	View image in PDF format
04/07/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



FAC26-1110

GOPASCO MULTIMODAL TRANSFER STATION - ZEPHYRHILLS PROJECT

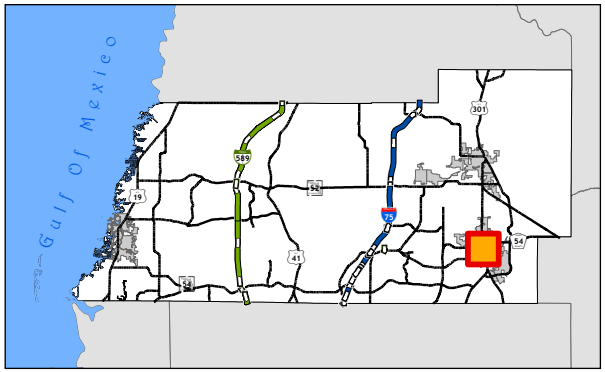
5878 FORT KING ROAD
ZEPHYRHILLS, FL 33541

11 26 21 0010 00800 0250

SUBJECT PROPERTY

COMMISSION DISTRICT: 1

0 750
Feet



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BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 3 **FILE NO.:** FAC26-0123 **DATE:** 6/16/2026

SUBJECT: Agreement for Sale and Purchase of Property – SR 40, LLC – Amazon Drive, New Port Richey – $62,000.00

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Approve the Agreement for Sale and Purchase of Property for the acquisition of 1.14 acres of real property from SR 40, LLC, authorize the Chairman to sign the Agreement, and direct Board Records to distribute as set forth under the Distribution section below.

Direct the Clerk and Comptroller's Office to wire transfer the amount of $62,000.00, plus all closing costs chargeable to the County, to the closing agent upon written instructions from the Real Property Division in accordance with the terms and conditions of the Agreement.

Delegate to the County Administrator or designee the full authority to act on behalf of the County for any purpose described in the Agreement, including the authority to provide any necessary notices or to exercise the County's right to terminate the Agreement, extend the closing date, approve a closing agent, authorize closing costs, approve or revise legal descriptions, and execute any necessary closing documents.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Upon request by the Transportation Engineering Department to acquire this vacant 1.14 acre parcel, the Real Property Division inquired of the property owner, the possibility of purchasing the subject parcel as a volunteer acquisition. The subject parcel is identified as Pasco County Property Appraiser Parcel ID No. 13-26-16-0000-00100-0110 ("the Property"). The acquisition of this parcel will complete the connection of Amazon Drive with Anaconda Drive.

The property owner has agreed to sell the Property to the County for a purchase price of $62,000.00.

The Transportation Engineering Department and the Real Property Division recommend approval.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $62,000.00 and closing costs is budgeted and available for FY 2026 in the Mobility Fees West ROW Fund, Transportation Engineering Department, Project Number 26028.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain the original agreement.
2. Electronically to:
    a. Chris Scherer, SR40, LLC at chris@schererdevelopment.com
    b. Joann Ravida, Real Property Professional III, at jravida@pascocountyfl.net
    c. Heather Wolff, Manager, Real Property at hwolff@pascocountyfl.net
    d. Panos Kontses, Interim Director, Transportation Engineering Department at pkontses@pascocountyfl.net

ATTACHMENT(S):

1. FAC26-0123 Agreement for Sale and Purchase of Property
2. FAC26-0123 Location Map

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY
(Amazon Drive – Vacant Land)

THIS AGREEMENT is by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "Buyer," and SR 40 LLC, hereinafter referred to as "Seller."

W I T N E S S E T H:

THE TOTAL PURCHASE PRICE is Sixty-Two Thousand and 00/100 dollars ($62,000.00), payable by Buyer to Seller, subject to the following terms and conditions:

1. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase the property currently identified by Pasco County Property Appraiser Parcel ID Number 13-26-16-0000-00100-0110, and further described in Exhibit "A", attached hereto and incorporated herein (hereinafter "the Property"). The approximate size of the property is 1.14 acres.

2. The contract shall be closed and, subject to the satisfaction of all conditions precedent to Seller's performance, the deed and possession of the Property shall be transferred to Buyer within thirty (30) days of execution of this Agreement by Buyer, unless extended by mutual agreement, in writing, by both Buyer and Seller.

3. Seller hereby warrants Seller is the owner of the Property.

4. Upon execution of this Agreement by Seller, Seller's offer may not be revoked or rescinded until presented for formal consideration and voted on by the Pasco County Board of County Commissioners, on or before June 16, 2026. In the event that this Agreement is not approved by the Pasco County Board of County Commissioners by said date, Seller may terminate this Agreement by providing written notice to Buyer.

5. Seller agrees to convey title to the Property to Buyer by special warranty deed, free and clear of all encumbrances, leases, liens, mortgages, covenants, conditions or restrictions not acceptable to Buyer, in Buyer's sole discretion.

6. In the event that the Property is subject to any assessments of any kind, by an association of any kind, closing shall be subject to the Property being released by the association from the obligation to pay assessments.

7. Seller shall pay all ad valorem taxes, prorated ad valorem taxes, solid waste or other special assessments, street light assessment, if applicable, and tangible personal property taxes applicable, accruing up to and inclusive of the date of closing. If ad valorem taxes, for the year in which closing occurs, are not known, then taxes for the prior year shall be used for the purposes of the required prorations for the Property. The prorations at closing shall be final and there shall be no post-closing adjustment to same between Buyer and Seller.

8. Buyer shall pay for a title insurance commitment issued by a Florida licensed title insurance company, agreeing to issue to Buyer, upon recording of the Deed, an owner's policy of title insurance in the amount of the purchase price, and, after Closing, an owner's policy of title insurance, insuring Buyer's title to the Property, subject only to liens, encumbrances, exceptions, or qualifications which shall be discharged by Seller at or before closing. Title insurance shall be issued through a closing agent selected by the Buyer.

9. Buyer shall, prior to closing, notify Seller, in writing, of any objections Buyer has to the title commitment. Seller shall have a period of sixty (60) days after notification thereof within which to cure defects in the title, and the sale shall be closed within thirty (30) days after notice of such curing to Buyer. In the event Seller is unsuccessful in curing such defects within the required time, or in the event that Seller elects not to cure any such defects, Buyer shall have the option of either accepting title as is, or terminating this Agreement without penalty, and thereupon, Buyer and Seller shall be released, as to one another, without further obligations under this Agreement. Title insurance shall be issued through a closing agent approved by Buyer.

10. Prior to closing, the Property may be surveyed by Buyer, at Buyer's sole expense. If the survey shows any encroachments on the Property, or that any improvements located on the Property encroach onto other lands, written notice thereof will be given to Seller by Buyer within thirty (30) days from Buyer's receipt of the survey, and Seller will have the same time to remove such encroachments as allowed under this Agreement for the curing of defects in title. If Seller fails to remove or cure said encroachments within said time, or in the event that Seller elects not to cure any such

SELLER'S INITIALS

defects in the survey that are timely objected to by Buyer, Buyer, at its option, may terminate this Agreement and all rights and liabilities arising hereunder, or Buyer may close on the sale, in the same manner as if no such defect had been found. At Closing, the Seller shall deliver (a) the special warranty Deed, duly executed in form for recordation; (b) an owner's affidavit running to the benefit of the Title Company and the Title Agent, in a form sufficient and acceptable to the Title Company so as to allow it to eliminate the standard owner's exceptions, other than survey exceptions, including the parties' in possession, mechanic's lien, and gap exceptions from the commitment and title insurance policy, and otherwise reasonably acceptable to the Title Company the Title Agent, and the Buyer; (c) if Seller is a corporation or other business entity, a non-foreign affidavit which complies with the requirements of Internal Revenue Code Section 1445, to relieve Buyer from withholding any income or capital gains taxes on the Purchase Price; (d) if Seller is a trust or business entity, a proper disclosure of persons having a beneficial interest in the selling entity when real property is conveyed to a public agency, in compliance with section 286.23, Florida Statutes, if applicable; and (d) an executed closing statement. Seller agrees to indemnify and hold Buyer harmless, for all fees and costs, including any attorney's fees, incurred by Buyer as a result of any misrepresentations, omissions or errors in Seller's affidavit(s). The indemnification provision in this subsection shall survive Closing and any termination of this Agreement.

11. Seller agrees to pay documentary stamps on the instrument of conveyance. Buyer agrees to pay for the recording of the conveyance document.

12. Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property.

13. Buyer and Seller represent and warrant to one another that neither has used the services of, or for any other reason owes compensation to, a licensed real estate broker in connection with this transaction, and Buyer will not be liable to Seller or to Seller's broker, agents or representatives for any commissions, costs, or fees arising from this transaction. The warranties of the Parties in this subsection shall survive Closing and any termination of this Agreement for a period not to exceed 12 months.

SELLER'S INITIALS

14. Buyer shall wire transfer the total amount of the purchase price, plus closing costs to be paid by Buyer (survey and recording), to the closing agent. The closing agent will disburse the net proceeds of the purchase price to Seller, after disbursing all closing costs chargeable to Seller. Buyer's survey, title insurance, closing agent costs, cost of recording the deed and Buyer's attorney's fees are the only costs chargeable to Buyer. Seller is responsible for documentary stamps on the instrument of conveyance, any past due ad valorem and non-ad valorem taxes and current year pro-rated taxes.

15. This purchase was not under the threat of eminent domain. The purchase price is the full and final payment to which Seller may be entitled for the Property described herein. There shall be no payment for attorneys' fees or experts' fees or costs.

16. This contract shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns insofar as the context hereof will permit.

17. This Agreement embodies the complete and entire agreement between the parties regarding this transaction, and supersedes all prior negotiations, agreements, and understandings relating thereto. This Agreement may not be modified except by written agreement of both Seller and Buyer.

18. Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing and sent via e-mail to all recipients listed below. In addition to notice via e-mail, a copy of any e-mail notice may also be given by certified mail, hand delivery, or overnight receipt delivery service. Notices shall be deemed to have been given and received (a) when sent, when delivery is by e-mail, (b) three (3) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; or (c) when delivered to and received by the party to whom it is addressed or such party's agent or representative if given by hand delivery or overnight delivery service. Notices shall be given to the Parties at the following addresses:

As to Seller:

John C. Scherer
SR 40, LLC
3301 Whitney Road
Clearwater, FL 33760
Telephone 727-410-2361

SELLER'S INITIALS

E-Mail: Chris@schererdevelopment.com

As to Buyer:

Attn: Joann Ravida
Real Property Division
Pasco County
7220 Osteen Road
New Port Richey, FL 34653
Telephone 727-207-2761
Email: jravida@pascocountyfl.net

With a copy to:

Attn: Heather Wolff
Manager, Real Property Division
Pasco County
7220 Osteen Road
New Port Richey, FL 34653
727-847-8138, Ext. 3947 (office)
Email: hwolff@pascocountyfl.net

19. No delay or omission in the exercise of any right or remedy accruing to Seller or Buyer upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any other breach occurring before or after such breach.

20. This Agreement shall be construed under and in accordance with the laws of the State of Florida and venue for its enforcement shall be in Pasco County, Florida.

21. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need be produced as evidence of the terms hereof.

22. If any date described herein falls on a Saturday, Sunday or government holiday that date shall be automatically extended to the next day that is not a Saturday, Sunday or government holiday.

23. Time is of the essence for this Agreement.

24. Seller and Buyer each knowingly, voluntarily and intentionally waive any right each may have to a trial by jury of any claim, demand, action or cause of action, in connection with, or in any way related to, this Agreement.

SELLER'S INITIALS

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this agreement on the dates set forth below.

Seller:

SR 40, LLC

By:_____
John C. Scherer
Managing Member

Date: 5-26-26

Buyer:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

By:_____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

By:_____
Jack Mariano, Chairman

Date:_____

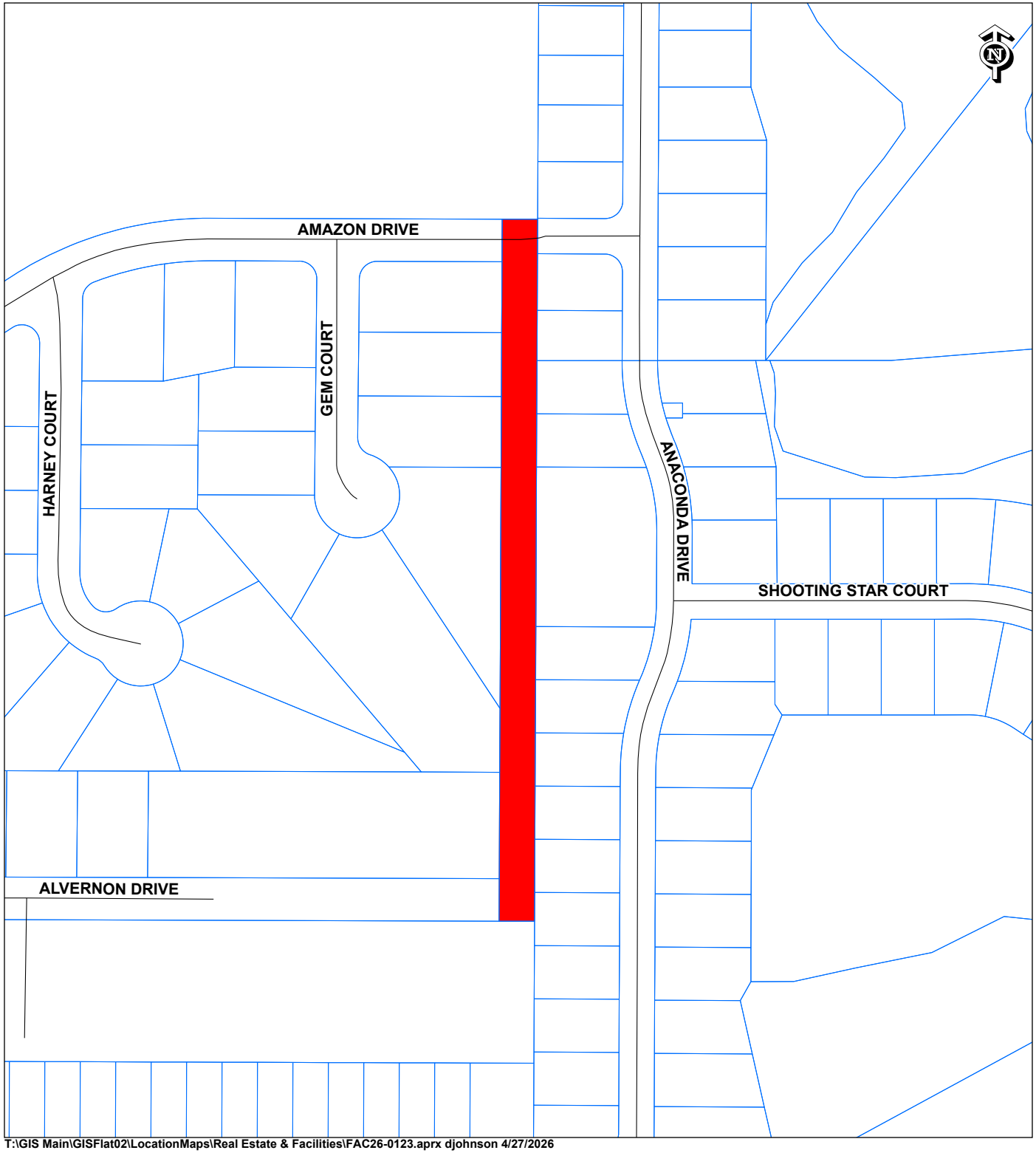
SELLER'S INITIALS

EXHIBIT "A"

A portion of Section 13, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows:

Commence at the Southeast corner of Section 13, N 00° 20'24" E, 1520.75 feet along the East boundary of Section, for a Point Of Beginning; thence N 89° 43'41"W, 50 feet to the Southeast corner of Riverside Village Unit 4,Phase 3, Plat Book 28, Page 90; thence N 00° 20' 24"E, along the East boundary of said Unit 4 Phase 3, 989.96 feet to the Northeast corner thereof; thence S 89° 43' 41" E 50 feet to the East boundary of Section 13, S 00°20' 24" W, along the East boundary of Section, 989.96 feet to the Point of Beginning.

SELLER'S INITIALS



FAC26-0123

AGREEMENT FOR SALE & PURCHASE AMAZON DRIVE, NEW PORT RICHEY

13-26-16-0000-00100-0110

SUBJECT AREA

COMMISSION DISTRICT: 3

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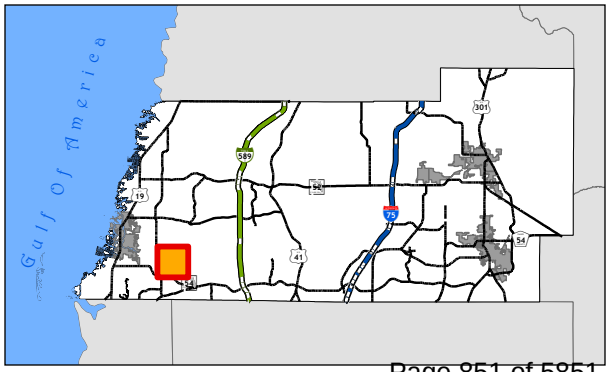
Feet



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BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** FAC26-0130 **DATE:** 6/16/2026

SUBJECT: Accept Deed and Adopt Resolution Cancelling Taxes – Epperson Town Center Master Association, Inc. – Epperson Ranch Town Center Tract R-1 – Curley Road, Wesley Chapel – No Funding Required

REFERENCES: TED24-0285

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Accept the deed and adopt the Resolution Cancelling Taxes, authorize the Chairman to sign the resolution, and direct Board Records to record the deed and distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The Real Property Division has received a deed from Epperson Town Center Master Association, Inc., conveying the following parcel to Pasco County for additional public rights-of-way for Curley Road, Wesley Chapel, as a condition of plat approval.

Grantor's Name	Parcel Identification Number	Parcel Size
Epperson Town Center Master Association, Inc.	35-25-20-0230-49900-0R10	.58 Acres (M.O.L.)

In order to cancel the taxes on the acquired property, the Board of County Commissioners must adopt the attached resolution prepared by the Real Property Division.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required for this action.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Record and retain the original deed and retain the original, executed resolution.
2. One certified copy of the resolution and a copy of the recorded deed to the Property Appraiser's Office, Dade City, for action.
3. One certified copy of the resolution and a copy of the recorded deed to the Tax Collector's Office, Dade City, for action.
4. Electronically to:
   a. Daniel Fagan, Pasco County Property Appraiser's Office - dfagan@pascopa.com
   b. Michele Musser, Pasco County Tax Collector's Office - mmusser@pascotaxes.com

c. Lynn Stover, Pasco County Clerk of Court - lstover@pascoclerk.com, to update the Capital Asset Register.
d. Joann Ravida, Real Property Professional III, Real Property Division - jravida@pascocountyfl.net.
e. Heather Wolff, Manager, Real Property Division, Facilities Management - hwolff@pascocountyfl.net
f. Michelle Felt, Senior Real Estate Paralegal, Ryan Companies - michelle.felt@ryancompanies.com

ATTACHMENT(S):

1. FAC26-0130 Special Warranty Deed
2. FAC26-0130 Resolution Cancelling Taxes
3. FAC26-0130 Location Map

Return to: Real Property Division
7220 Osteen Road
New Port Richey, FL 34653

Prepared by:

Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415
Attn: Jennifer McGinnity

Property Appraiser's Parcel ID Nos:
(a portion of) 35-25-20-0230-49900-0R10

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made by EPPERSON TOWN CENTER MASTER ASSOCIATION, INC., a Florida not for profit corporation, whose address is 2502 N Rocky Point Dr, Ste 1000, Tampa, FL 33607, hereinafter called "GRANTOR," to PASCO COUNTY, a political subdivision of the State of Florida, whose address is 37918 Meridian Avenue, Dade City, Florida 33525, hereinafter called the "GRANTEE," and its successors and assigns.

WITNESSETH, that GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto GRANTEE all that certain land situate in Pasco County, State of Florida, to wit:

See legal description, attached hereto as Exhibit "A," and by reference made a part hereof.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

AND GRANTOR hereby specially covenants with GRANTEE that GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to sell and convey said land; and GRANTOR hereby specially warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under GRANTOR, but against none other.

(Remainder of page intentionally left blank. Signatures appear on the following page.)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name to be hereunto affixed, by its proper officer, thereunto duly authorized, this 5th day of May, 2026.

Signed, sealed and delivered in the presence of:

1st Witness signature

Kai Hudson
Print name

2502 N. Rocky Point Dr., Ste. 1000
Address

Tampa, FL 33607
City, State, Zip Code

GRANTOR:

EPPERSON TOWN CENTER MASTER ASSOCIATION, INC., a Florida not for profit corporation

By: _____

Print name: John Ryan

Title: President 5/5/26

Signed, sealed and delivered in the presence of:

2nd Witness signature

Lori Price
Print name

2502 N. Rocky Point Dr., Ste 1000
Address

Tampa, FL 33607
City, State, Zip Code

STATE OF FLORIDA

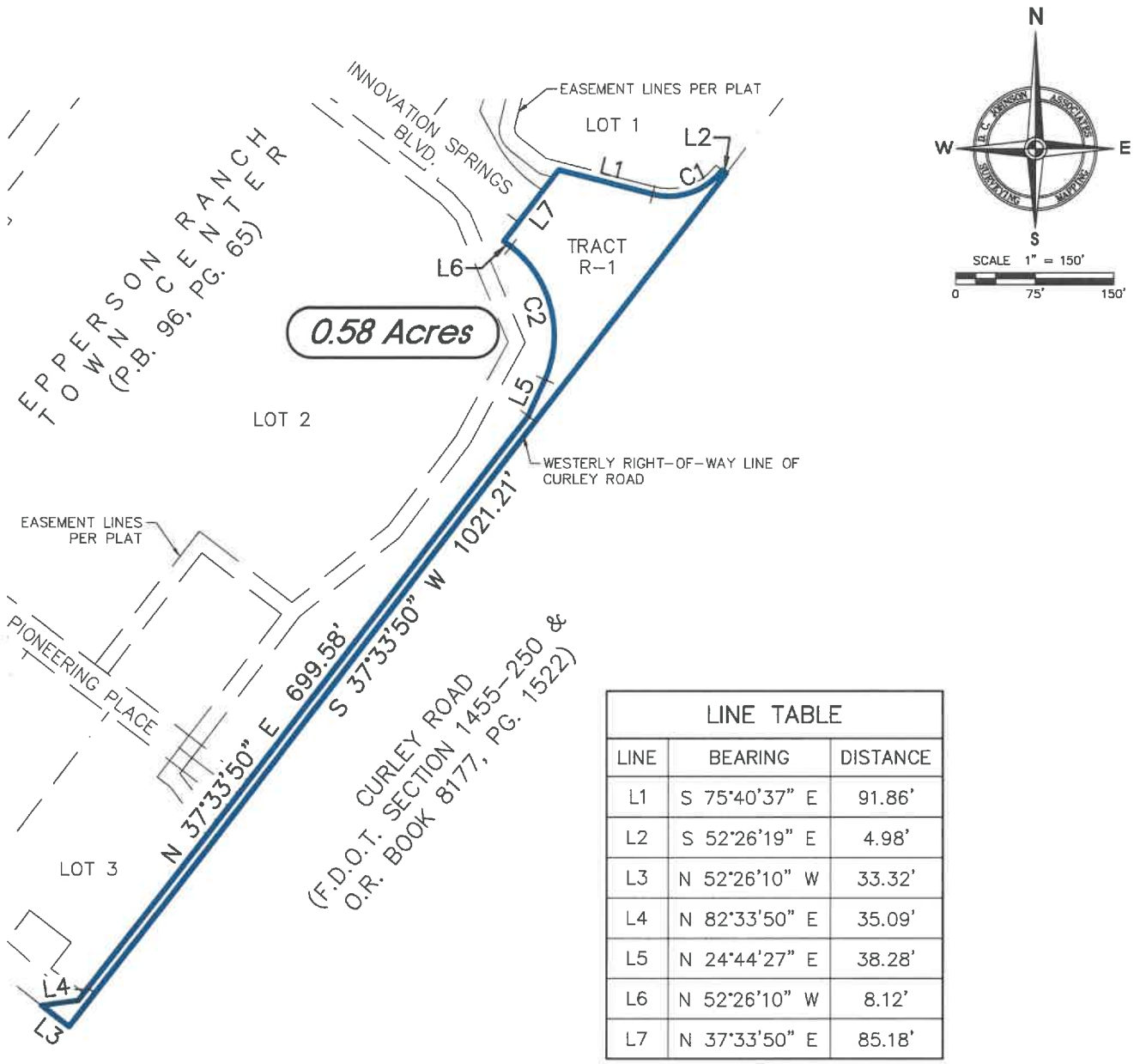
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this May 5th, 2026 by JOHN RYAN of Epperson Town Center Master Association a FLORIDA corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Signature _____

DALTON J KIDD
Notary Public, State of Florida
My Comm. Expires Sep. 06, 2026
No. HH 309076



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 75°40'37" E	91.86'
L2	S 52°26'19" E	4.98'
L3	N 52°26'10" W	33.32'
L4	N 82°33'50" E	35.09'
L5	N 24°44'27" E	38.28'
L6	N 52°26'10" W	8.12'
L7	N 37°33'50" E	85.18'

DESCRIPTION:

Tract R-1, EPPERSON RANCH TOWN CENTER, per the map or plat thereof as recorded in Plat Book 96, Page 65, of the Public Records of Pasco County, Florida

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	DISTANCE
C1	74.03'	63.50'	66°47'49"	N 70°55'28" E	69.91'
C2	139.92'	106.03'	75°36'38"	N 14°37'50" W	129.99'

DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY

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

Epperson Ranch Town Center Tract R-1

PREPARED FOR

Ryan Companies

JOB NO: 2019-437B01.BG011 | DRAWN BY: LCB

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

Daniel C. Johnson PLS/PSM License Number 3653
For D.C. Johnson & Associates, Inc.
Not valid without the signature and raised seal of a Florida Licensed Surveyor

STATE OF FLORIDA REGISTERED LAND SURVEYOR 3653

Digitally signed by Daniel Johnson
Date: 2025-11-05 16:58:06 -05'00'

Date: 11/5/2025

D.C. JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33576
(352) 588-2768 survey@dcjohnson.com
www.dcjohnson.com

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO._____**

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, CANCELLING TAXES ON CERTAIN PROPERTY ACQUIRED BY PASCO COUNTY FOR THE USE AND BENEFIT OF THE CITIZENS OF PASCO COUNTY; DECLARING SUCH PROPERTY EXEMPT FROM TAXATION.

WHEREAS, Section 196.28, Florida Statutes, authorizes the Board of County Commissioners of each County in the State to cancel and discharge any and all liens for taxes, either delinquent or current, on property held or owned by the County for public use; and

WHEREAS, the property described in Exhibit "A", attached hereto and incorporated herein by reference, was acquired by Pasco County from Epperson Town Center Master Association, Inc., and,

WHEREAS, the aforementioned property was acquired by Pasco County for additional Right of Way, for the use and benefit of the citizens of Pasco County.

WHEREAS, the use of such property by the Board of County Commissioners of Pasco County constitutes a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that:

1. THE WHEREAS CLAUSES set forth above are incorporated herein by reference and made a part of this resolution.

2. The liens for all taxes on the property described in Exhibit “A,” to the extent of the County's prorated share as of the date of acquisition of the same by the County, are hereby cancelled and discharged.

3. From May 5, 2026 henceforth, said property shall remain exempt from ad valorem taxation for as long as the same shall continue to be used for public purposes.

4. This resolution shall become effective immediately upon adoption.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Pasco County Tax Collector and the Pasco County Property Appraiser for their action in accordance with said Resolution.

DONE AND RESOLVED with a quorum present and voting this _____ day of_____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

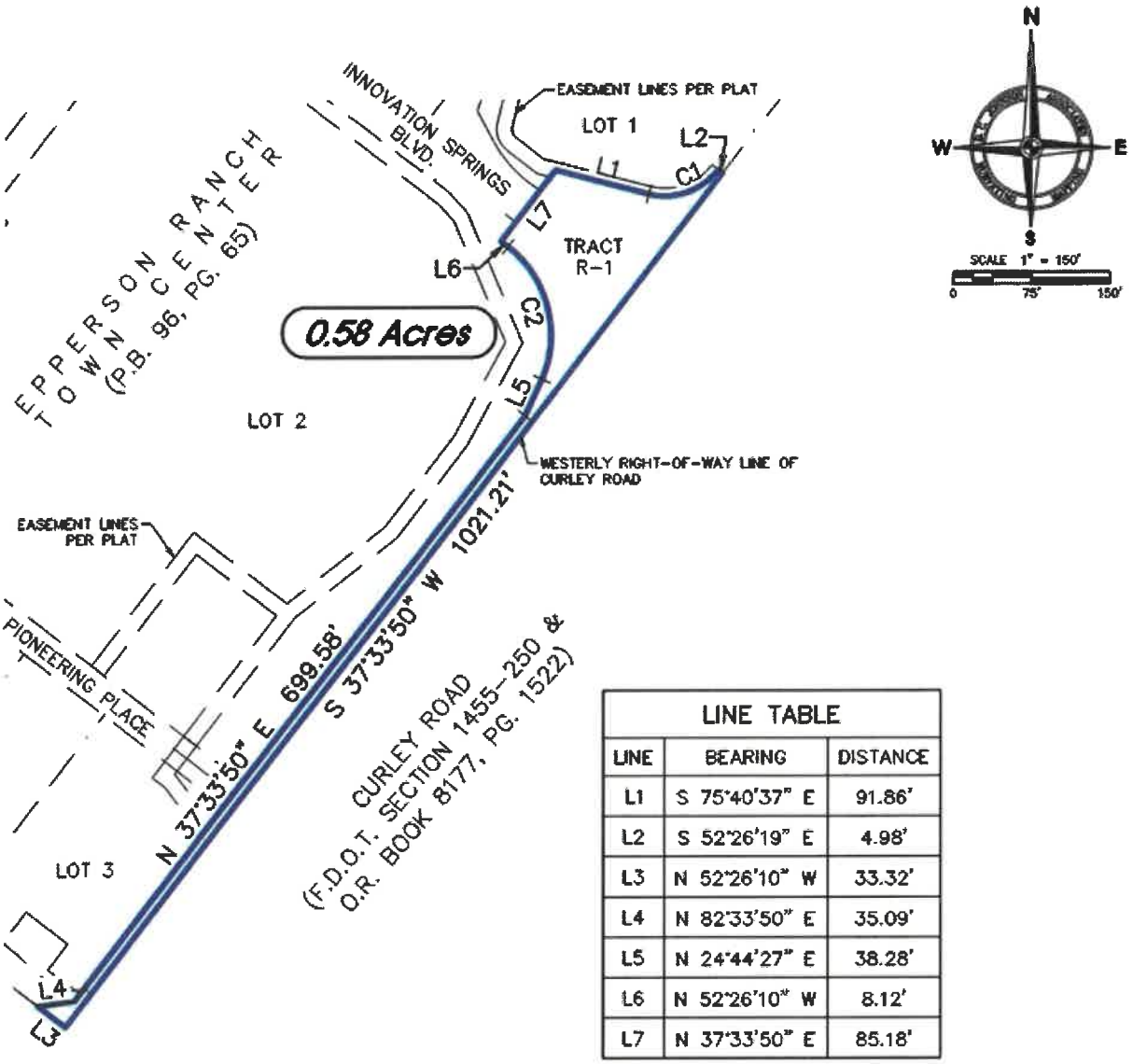
ATTEST:

BY_____
NIKKI ALVAREZ-SOWLES, Esq.
CLERK & COMPTROLLER

BY_____
JACK MARIANO, CHAIRMAN

EXHIBIT A

Legal Description and Depiction



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Descriptions created per this sketch.

Epperson Ranch Town Center Tract R-1

PREPARED FOR

Ryan Companies

JOB NO: 2019-437B01.BG011 | DRAWN BY: LCB

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

Daniel Johnson

Digitally signed by Daniel Johnson
Date: 2025.11.05 16:58:06 -05'00'

STATE OF FLORIDA
REGISTERED LAND SURVEYOR
3653

Daniel C. Johnson PLS/PSM License Number 3653
For D.C. Johnson & Associates, Inc.
Not valid without the signature and raised seal of a Florida Licensed Surveyor

DC JOHNSON ASSOCIATES
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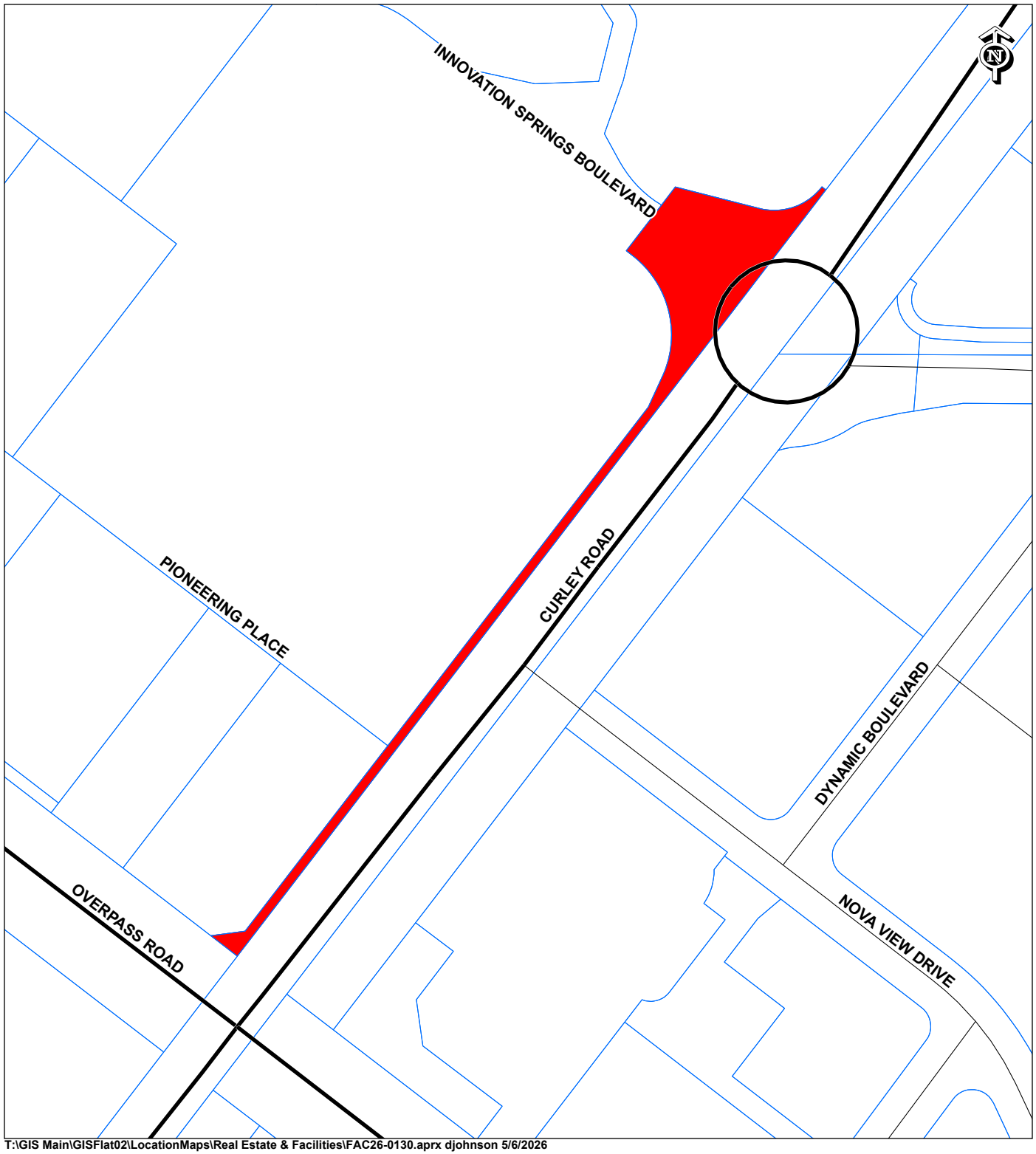
(352) 588-2768 survey@dcjohnson.com
www.dcjohnson.com



FAC26-0130

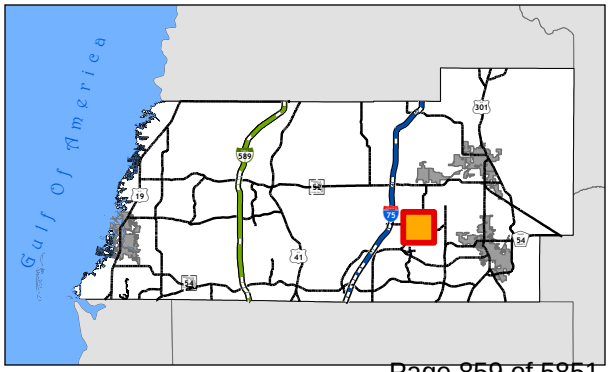
CONVEYANCE OF ROW
CURLEY ROAD, WESLEY CHAPEL

35-25-20-0230-49900-0R10

SUBJECT PROPERTY

COMMISSION DISTRICT: 1

0 150
Feet



T:\GIS Main\GISFlat02\LocationMaps\Real Estate & Facilities\FAC26-0130.aprx djohnson 5/6/2026

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** IT26-0030 **DATE:** 6/16/2026

SUBJECT: Purchase Authority and Delegation of Authority - Various Vendors - FY 2026 for Computer Purchases and Funding

REFERENCES: Not Applicable.

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Todd Bayley, Information Technology CIO

RECOMMENDED BOARD ACTION:

Approve the purchase of as-needed computer, hardware, and maintenance purchases with various vendors (included in Attachment A), pursuant to Sections 2-102 (a) and (b), 2-103, and 2-104 of the Purchasing Ordinance, to be purchased by the Pasco County Information Technology Department in the Not to Exceed (NTE) amount of $500,000 for the remainder of Fiscal Year (FY) 2026.

Delegate authority to the Purchasing Director to approve individual purchase methods and to add or delete vendors from Attachment A as needed within the NTE limit stated above.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

In June 2026 the Information Technology Department was notified by the current, contract computer and hardware vendor that pricing in the contract was no longer valid due to changes in availability of raw materials and hardware. As a result, the County will need to utilize various purchasing methods to complete individual purchases from a variety of vendors for the remainder of Fiscal Year 2026. These methods will be in accordance with Sections 2-102(a) and (b), 2-103, and 2-104 of the Purchasing Ordinance and may include quotes, exempt purchases, sole sources, piggybacks and cooperatives.

As set forth in the Purchasing Ordinance, the Purchasing Director and Chief Information Officer, when a cybersecurity purchase is to be made, will evaluate each intended expenditure for appropriateness of the purchasing method. Purchase approval limits $100,000.00 for the Purchasing Director and $250,000.00 for the County Administrator will remain as set out in the Purchasing Ordinance.

The Information Technology Department, with concurrence from the Purchasing Department, finds It is in the County's best interest to utilize various vendors for the purchase of computers, hardware and maintenance in the NTE amount of $500,000.00 for FY 26 and delegate authority to the Purchasing Director to approve individual purchases methods and add vendors to Attachment A.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $500,000.00 is budgeted and available for FY 2026 within various department budgets.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. IT26-0030 Attachment A

cc: Carrie Roberts, Purchasing Director

Attachment A

1. CDWG.com (Omnia Partners, Sourcewell, GSA)
2. Computers At Work (Omnia Partners, GSA, NCPA)
3. Dell Technologies (Omnia Partners)
4. Howard Industries (Omnia Partners, Sourcewell)
5. GDT (Omnia Partners, TIPS)
6. Insight Public Sector (Omnia Partners)
7. Vtechio (Omnia Partners, GSA, NCPA)
8. Carasoft (Omnia Partners, GSA)
9. Netsync (Omnia Partners, GSA, TIPS)
10. World Wide Technology (Omnia Partners, Sourcewell)
11. B&H Photo Video (Omnia Partners, GSA)
12. Staples (Omnia Partners, Sourcewell)
13. Newegg (Omnia Partners, TIPS)
14. MRA International (Omnia Partners, GSA, Sourcewell)

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** OMB26-0058 **DATE:** 6/16/2026

SUBJECT: Budget Amendment - Funding for House Bill 1-D - Pasco County Supervisor of Elections - Mailing of New Voter ID Cards for Congressional Redistricting - $120,000.00

REFERENCES: Letter from Supervisor of Elections Dated May 26, 2026

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Amielee Farrell, Budget Director

RECOMMENDED BOARD ACTION:
Approve Budget Amendment, Journal No. 2026 08 3290, in the amount of $120,000.00.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:
On April 29, 2026, the Florida State Legislature passed House Bill 1-D (HB 1D) establishing the State's congressional districts. On May 4, 2026, HB 1D was subsequently signed by the Governor. As a result, approximately 105,000 voters in Pasco County will experience a change in their congressional district.

On May 26, 2026, the Board of County Commissioners received a letter from the Pasco County Supervisor of Elections stating that his office will need an additional $120,000.00 to mail new Voter ID cards to the voters affected by HB 1D.

Budget Amendment, Journal No. 2026 08 3290, will transfer $120,000.00 from General Fund Reserves to provide funding to the Supervisor of Elections for costs associated with HB 1D.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Upon approval of Budget Amendment, Journal No. 2026 08 3290, funding in the amount of $120,000.00 will be budgeted and available in the General Fund, Supervisor of Elections budget.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. OMB26-0058 Budget Amendment, Journal No. 2026 08 3290
2. OMB26-0058 SOE Letter Dated 05-26-2026

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ / ACCOUNT	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION / EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2026 08	3290	05/29/2026	UNE	OMB0058	BUA	BCC 6/16	1	1
1	10007110 599100 00000	ORG 10007110	Reserve Restricted	60,338,824.00	-120,000.00	60,218,824.00	
	2001-74000-519000-599100-00000-0000-000000-000-0000		05/29/2026				
2	10006900 534015 00000	ORG 10006900	Operating Expense Elections	2,443,589.00	120,000.00	2,563,589.00	
	2001-71500-519000-534015-00000-0000-000000-000-0000		05/29/2026				
			** JOURNAL TOTAL		0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: tdeeb

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2026 8 3290					
BUA 2001-74000-519000-599100-00000-0000-000000-000-0000	Reserve Restricted	5			120,000.00
05/29/2026 BCC 6/16 UNE OMB0058					
BUA 2001-71500-519000-534015-00000-0000-000000-000-0000	Operating Expense Elections	5		120,000.00	
05/29/2026 BCC 6/16 UNE OMB0058					
	JOURNAL 2026/08/3290 TOTAL			.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by Teresa-Ann Deeb **

Brian E. Corley
Supervisor of Elections
PO BOX 300, Dade City FL 33526-0300

1-800-851-8754
www.pascovotes.com

May 26, 2026

Honorable Jack Mariano, Chairman
and Members of the Board of County Commissioners
Pasco County Historic Courthouse
37918 Meridian A venue
Dade City, FL 33525

Chairman Mariano and Commissioners,

Please consider this as an official request for a budget amendment in the current fiscal year in the amount of $120,000.00 to fund the mailing of Voter ID cards to voters affected by HB 1D Congressional Redistricting.

The Legislature passed HB 1-D on April 29, 2026, to establish the state's congressional districts, and the Governor signed the plan into law on May 4, 2026. As a result, approximately 105,000 voters will experience a change in their congressional district. My office has an obligation to notify all impacted voters of these changes.

Thank you in advance for your consideration in this matter and please let me know if you have any questions.

Regards,

Brian Corley, MPA MFCEP
Supervisor of Elections
Pasco County

XC: Mike Carballa, County Administrator
Erik Breitenbach, Assistant County Administrator

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PIFBA26-0058 **DATE:** 6/16/2026

SUBJECT: Exempt Purchase – Badger Meter, Inc. – Badger Meter Utility Products – $9,146,855.00

REFERENCES: PIFBA25-0055

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Joshua Wood, Public Infrastructure Fiscal and Business Administration Director

RECOMMENDED BOARD ACTION:

Approve the exempt purchase with Badger Meter, Inc. (Badger Meter) pursuant to Section 2-103(b)(1)g of the Purchasing Ordinance, for Badger Meter utility products on an as-needed basis, in the Not to Exceed (NTE) amount of $9,146,855.00 for Fiscal Year (FY) 2026. Authorize the Chairman to sign one original of the Quote provided and one original of the Negotiated Terms and Conditions provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Badger Meter is the sole manufacturer and distributor of Badger Meter utility products in the State of Florida. All of the County's residential and commercial utility meters and reading equipment are Badger Meter products. To maintain standardization, the County seeks to purchase the Badger Meter products listed in the attached quote on an as-needed basis. Specifically, these products will be used as part of a countywide meter-change-out program and in new construction projects.

These purchases will be governed by the Negotiated Terms and Conditions between the County and Badger Meter (attached), which have been negotiated to govern purchases from Badger Meter for three years from the date that the Chairman executes them.

The Warehouse Services Division of the Public Infrastructure Fiscal and Business Administration (PIFBA) Department, with concurrence from the Purchasing Department, finds it is in the County’s best interest to utilize Badger Meter for the purchase of Badger Meter utility products in the NTE amount of $9,146,855.00 for FY 2026.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $9,146,855.00 is budgeted and available for FY 2026 in the Water & Wastewater Unit Fund, Warehouse Services Division inventory. Following the placement of any order under this contract by a County Department, a journal entry will be posted to the budget of that Department when the materials from that order are received by the Warehouse Services Division of the PIFBA Department.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain One Original
2. Electronic Distribution to:
   a. Jeff Christy, Account Manager, Badger Meter, Inc. – JChristy@badgermeter.com
   b. Christopher Perkins, Administrative Services Manager, PIFBA – cperkins@pascocountyfl.net

ATTACHMENT(S):
1. PIFBA26-0058 Quote (One Original)
2. PIFBA26-0058 Negotiated Terms and Conditions (One Original)
3. PIFBA26-0058 Certification of Signature Authority
4. PIFBA26-0058 Exception Form
5. PIFBA26-0058 Human Trafficking Affidavit
6. PIFBA26-0058 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

Badger Meter

Domestic Quotation
Quotation No. 3805610

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

To **Customer ID** 00090344

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: CLERK & COMPTROLLER
38053 LIVE OAK AVENUE
DADE CITY, FL, 33523-3894

Revised Date:
Pricing Effective Dates: 10-01-2025 - 09-30-2026

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
007643 THOMAS O'STEEN	2025 - 2026 Pasco County Small Meter, Large Meter, and Parts	PREPAY/NO CHARGE FCA FACTORY	NET 45 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	**BMI Part No.: 116-2613** **Cat String**: DS-BAB-PB1P-XXD3-Y2-M1BI-2B1X1-8BE-NN-AG-TF-AA-B0A **Description:** DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), BAB - MODEL 25- 5/8" X 3/4-3/4 BORE (3/4 X 7-1/2) Potable, B1 - LOW LEAD BRONZE BOTTOM, 430 SS (ONE) Plastic, XX - None, Badger Std (TS-135), Y2 - YR MFG 9D & PBB, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, Standard, 8 Dial - 0.1 Gal, E - 1,000 NN - YR 9D BRCD IN, YR 9D OUT Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	229.72	229.72
2	**BMI Part No.: 116-2615** **Cat String**: DS-DBA-PB1P-XXD3-Y2-M1BI-2B1X1-8BE-NN-AG-TF-AA-B0A **Description:** DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), DBA - MODEL 35- 3/4" (3/4 X 7-1/2) Potable, B1 - LOW LEAD BRONZE BOTTOM, 430 SS (ONE) Plastic, XX - None, Badger Std (TS-135), Y2 - YR MFG 9D & PBB, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, Standard, 8 Dial - 0.1 Gal, E - 1,000 NN - YR 9D BRCD IN, YR 9D OUT Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	297.34	297.34
3	**BMI Part No.: 116-2544** **Cat String**: DS-JCA-PB1P-XXD3-Y2-M1BI-2B1X1-8BE-NN-AG-TF-AA-B0A **Description:** DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), JCA - MODEL 55- 1" (1 X 10-3/4) Potable, B1 - LOW LEAD BRONZE BOTTOM, 430 SS (ONE) Plastic, XX - None, Badger Std (TS-135), Y2 - YR MFG 9D & PBB, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, Standard, 8 Dial - 0.1 Gal, E - 1,000 NN - YR 9D BRCD IN, YR 9D OUT Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	334.83	334.83
4	**BMI Part No.: 116-2546**	1	534.79	534.79

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgement is made subject to the Negotiated Badger Meter Terms and Conditions of Sale between Pasco County and Badger Meter, Inc
Terms and conditions related to service units and software services are subject to the Additional Terms and Conditions for BEACON®, RADAR®, and TELOG® REMOTE MONITORING between Pasco County and Badger Meter, Inc.

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	Cat String: DS-NDB-PFAS-XXD3-Y2-M1BI-2B1X1-8CE-NN-AG-TF-AA-B0A **Description:** DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), M120- 1-1/2" -Elliptical Long Drilled W/TP, Potable, 430 SS Bolts (None), Stainless Steel, XX - None, Badger Std (TS-135), Y2 - YR MFG 9D & PBB, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, Standard, 8 Dial - 1 Gal, E - 1,000 NN - YR 9D BRCD IN, YR 9D OUT Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)			
5	**BMI Part No.: 116-2617** **Cat String**: DS-REB-PFAS-XXD3-Y2-M1BI-2B1X1-8CE-NN-AG-TF-AA-B0A **Description:** DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), M170- 2" -Elliptical Long Drilled W/TP, Potable, 430 SS Bolts (None), Stainless Steel, XX - None, Badger Std (TS-135), Y2 - YR MFG 9D & PBB, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, Standard, 8 Dial - 1 Gal, E - 1,000 NN - YR 9D BRCD IN, YR 9D OUT Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	679.62	679.62
6	**BMI Part No.: 116-2619** **Cat String**: DS-BAB-RB1P-XXD3-Y2-M1BI-3B1X4-8BE-NN-AG-TF-AA-B0A **Description:** DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), BAB - MODEL 25- 5/8" X 3/4-3/4 BORE (3/4 X 7-1/2) Reclaimed, B1 - LOW LEAD BRONZE BOTTOM, 430 SS (ONE) Plastic, XX - None, Badger Std (TS-135), Y2 - YR MFG 9D & PBB, HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, Sidewalk read, None, RECLAIMED 8 Dial - 0.1 Gal, E - 1,000 NN - YR 9D BRCD IN, YR 9D OUT Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	238.73	238.73
7	**BMI Part No.: 116-2622** **Cat String**: DS-DBA-RB1P-XXD3-Y2-M1BI-3B1X4-8BE-NN-AG-TF-AA-B0A **Description:** DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), DBA - MODEL 35- 3/4" (3/4 X 7-1/2) Reclaimed, B1 - LOW LEAD BRONZE BOTTOM, 430 SS (ONE) Plastic, XX - None, Badger Std (TS-135), Y2 - YR MFG 9D & PBB, HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, Sidewalk read, None, RECLAIMED 8 Dial - 0.1 Gal, E - 1,000 NN - YR 9D BRCD IN, YR 9D OUT Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	304.15	304.15
8	**BMI Part No.: 116-2625** **Cat String**: DS-JCA-RB1P-XXD3-Y2-M1BI-3B1X4-8BE-NN-AG-TF-AA-B0A **Description:** DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), JCA - MODEL 55- 1" (1 X 10-3/4) Reclaimed, B1 - LOW LEAD BRONZE BOTTOM, 430 SS (ONE) Plastic, XX - None, Badger Std (TS-135), Y2 - YR MFG 9D & PBB, HR-E	1	341.64	341.64

Thank you for your business!

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, Sidewalk read, None, RECLAIMED 8 Dial - 0.1 Gal, E - 1,000 NN - YR 9D BRCD IN, YR 9D OUT Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)			
9	**BMI Part No.: 116-2628** **Cat String**: DS-NDB-RFAS-XXD3-Y2-M1BI-3B1X4-8CE-NN-AG-TF-AA-B0A **Description:** DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), M120- 1-1/2" -Elliptical Long Drilled W/TP, Reclaimed, 430 SS Bolts (None), Stainless Steel, XX - None, Badger Std (TS-135), Y2 - YR MFG 9D & PBB, HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, Sidewalk read, None, RECLAIMED 8 Dial - 1 Gal, E - 1,000 NN - YR 9D BRCD IN, YR 9D OUT Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	541.61	541.61
10	**BMI Part No.: 116-2630** **Cat String**: DS-REB-RFAS-XXD3-Y2-M1BI-3B1X4-8CE-NN-AG-TF-AA-B0A **Description:** DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), M170- 2" -Elliptical Long Drilled W/TP, Reclaimed, 430 SS Bolts (None), Stainless Steel, XX - None, Badger Std (TS-135), Y2 - YR MFG 9D & PBB, HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, Sidewalk read, None, RECLAIMED 8 Dial - 1 Gal, E - 1,000 NN - YR 9D BRCD IN, YR 9D OUT Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	686.42	686.42
11	**BMI Part No.: 116-2518** **Cat String**: R4-BA1-M1BI-2B1-8BE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: BA1 - MODEL 25 HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	201.97	201.97
12	**BMI Part No.: 116-2632** **Cat String**: R4-DB1-M1BI-2B1-8BE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: DB1 - MODEL 35 HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	203.81	203.81
13	**BMI Part No.: 116-2634** **Cat String**: R4-JC1-M1BI-2B1-8BE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: JC1 - MODEL 55 HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/	1	207.03	207.03

Thank you for your business!

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)			
14	**BMI Part No.: 116-2635** **Cat String**: R4-ND1-M1BI-2B1-8CE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: Model 120, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	210.02	210.02
15	**BMI Part No.: 116-2636** **Cat String**: R4-RD1-M1BI-2B1-8CE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: Model 170- 2" , HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	212.81	212.81
16	**BMI Part No.: 116-2637** **Cat String**: R4-BA1-M1BI-3B4-8BE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: BA1 - MODEL 25 HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, RECLAIMED 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	207.97	207.97
17	**BMI Part No.: 116-2638** **Cat String**: R4-DB1-M1BI-3B4-8BE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: DB1 - MODEL 35 HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, RECLAIMED 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	209.81	209.81
18	**BMI Part No.: 116-2639** **Cat String**: R4-JC1-M1BI-3B4-8BE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: JC1 - MODEL 55 HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, RECLAIMED 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	213.03	213.03
19	**BMI Part No.: 116-2640** **Cat String**: R4-ND1-M1BI-3B4-8CE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: Model 120, HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, RECLAIMED 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	216.02	216.02

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
20	**BMI Part No.: 116-2641** **Cat String**: R4-RD1-M1BI-3B4-8CE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: Model 170- 2" , HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, RECLAIMED 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	218.81	218.81
21	**BMI Part No.: 116-2555** **Cat String**: EB-EAC-PXTX-E5-BI-19AE-K1Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, EAC - 5/8" X 3/4" (3/4 X 7-1/2) Potable, XT - None -ThicK Washers, X - NONE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.01 Gal, E - 1,000 BADGER STD (TS-568), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	300.41	300.41
22	**BMI Part No.: 116-2723** **Cat String**: EB-EBA-PXTX-E5-BI-19AE-K2Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, EBA - 3/4" (3/4 X 7-1/2) Potable, XT - None -ThicK Washers, X - NONE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.01 Gal, E - 1,000 BADGER STD (TS-729), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	321.42	321.42
23	**BMI Part No.: 116-2724** **Cat String**: EB-ECA-PXTX-E5-BI-19AE-K3Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, ECA - 1" (1 X 10-3/4) Potable, XT - None -ThicK Washers, X - NONE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.01 Gal, E - 1,000 BADGER STD (TS-766), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	361.50	361.50
24	**BMI Part No.: 116-2645** **Cat String**: EU-EDA-PXXX-E5-BI-19BE-A5Y2-AGTF-AA-B0A **Description:** E-Series SS, EDA - 1-1/2" ELLIPTICAL (1-1/2 X 13) Potable, XX - None, X - NONE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-423), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	667.38	667.38
25	**BMI Part No.: 116-2646** **Cat String**: EU-EEA-PXXX-E5-BI-19BE-A6Y2-AGTF-AA-B0A **Description:** E-Series SS, EEA - 2" ELLIPTICAL (2 X 17) Potable, XX - None, X - NONE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-424), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	862.24	862.24
26	**BMI Part No.: 116-2556** **Cat String**: EB-EAC-RXTP-E5-BI-19AE-K1Y2-AGTF-AA-B0A	1	300.41	300.41

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	Description: E-Series B-Alloy, EAC - 5/8" X 3/4" (3/4 X 7-1/2) Reclaimed, XT - None -ThicK Washers, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.01 Gal, E - 1,000 BADGER STD (TS-568), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)			
27	**BMI Part No.: 116-2647** **Cat String**: EB-EBA-RXTP-E5-BI-19AE-K2Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, EBA - 3/4" (3/4 X 7-1/2) Reclaimed, XT - None -ThicK Washers, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.01 Gal, E - 1,000 BADGER STD (TS-729), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	321.42	321.42
28	**BMI Part No.: 116-2648** **Cat String**: EB-ECA-RXTX-E5-BI-19AE-K3Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, ECA - 1" (1 X 10-3/4) Reclaimed, XT - None -ThicK Washers, X - NONE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.01 Gal, E - 1,000 BADGER STD (TS-766), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	361.50	361.50
29	**BMI Part No.: 116-2649** **Cat String**: EU-EDA-RXXX-E5-BI-19BE-A5Y2-AGTF-AA-B0A **Description:** E-Series SS, EDA - 1-1/2" ELLIPTICAL (1-1/2 X 13) Reclaimed, XX - None, X - NONE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-423), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	667.38	667.38
30	**BMI Part No.: 116-2650** **Cat String**: EU-EEA-RXXX-E5-BI-19BE-A6Y2-AGTF-AA-B0A **Description:** E-Series SS, EEA - 2" ELLIPTICAL (2 X 17) Reclaimed, XX - None, X - NONE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-424), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	862.24	862.24
31	**BMI Part No.: 116-2642** **Cat String**: EB-EAC-PXTP-E5-BI-19AE-K1Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, EAC - 5/8" X 3/4" (3/4 X 7-1/2) Potable, XT - None -ThicK Washers, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.01 Gal, E - 1,000 BADGER STD (TS-568), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	350.41	350.41
32	**BMI Part No.: 116-2643** **Cat String**: EB-EBA-PXTP-E5-BI-19AE-K2Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, EBA - 3/4" (3/4 X 7-1/2) Potable, XT - None -ThicK Washers, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial -	1	371.42	371.42

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	0.01 Gal, E - 1,000 BADGER STD (TS-729), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)			
33	**BMI Part No.: 116-2644** **Cat String**: EB-ECA-PXTP-E5-BI-19AE-K3Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, ECA - 1" (1 X 10-3/4) Potable, XT - None -ThicK Washers, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.01 Gal, E - 1,000 BADGER STD (TS-766), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	411.50	411.50
34	**BMI Part No.: 100-2755** **Cat String**: MB-MK-XM-XX **Description:** Mobile Data Collect, Mobile Kit, ORION ME Mobile Trans Kit,	1	3,860.87	3,860.87
35	**BMI Part No.: 116-2654** **Cat String**: R2-CE1-M1BI-2B1-8C-8B-E-NX-AG-TH-AA-B0A **Description:** R2 - REGISTRATION FOR DEM CE1 - 2" CSM HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	419.54	419.54
36	**BMI Part No.: 116-2657** **Cat String**: R2-CF1-M1BI-2B1-8C-8B-E-NX-AG-TH-AA-B0A **Description:** R2 - REGISTRATION FOR DEM CF1 - 3" CSM HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	419.54	419.54
37	**BMI Part No.: 116-2660** **Cat String**: R2-CG1-M1BI-2B1-8C-8B-E-NX-AG-TH-AA-B0A **Description:** R2 - REGISTRATION FOR DEM CG1 - 4" CSM HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	419.54	419.54
38	**BMI Part No.: 116-2663** **Cat String**: R2-CH1-M1BI-2B1-8D-8B-E-NX-AG-TH-AA-B0A **Description:** R2 - REGISTRATION FOR DEM CH1 - 6" CSM HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 10 Gal, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	419.54	419.54

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
39	**BMI Part No.: 116-2666** **Cat String**: R2-CJ1-M1BI-2B1-8D-8C-E-NX-AG-TH-AA-B0A **Description:** R2 - REGISTRATION FOR DEM CJ1 - 8" COMBO METER HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 10 Gal, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	419.54	419.54
40	**BMI Part No.: 116-2667** **Cat String**: R4-TD1-M1BI-2B1-8CE-NX-AG-TH-AA-B0A **Description:** R4 - REGISTRATION FOR: 1-1/2" TSM, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	230.87	230.87
41	**BMI Part No.: 116-2668** **Cat String**: R4-TE1-M1BI-2B1-8CE-NX-AG-TH-AA-B0A **Description:** R4 - REGISTRATION FOR: 2" TSM, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	230.87	230.87
42	**BMI Part No.: 116-2669** **Cat String**: R4-TF1-M1BI-2B1-8CE-NX-AG-TH-AA-B0A **Description:** R4 - REGISTRATION FOR: 3" TSM, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	230.87	230.87
43	**BMI Part No.: 116-2670** **Cat String**: R4-TG1-M1BI-2B1-8CE-NX-AG-TH-AA-B0A **Description:** R4 - REGISTRATION FOR: 4" TSM, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	230.87	230.87
44	**BMI Part No.: 116-2671** **Cat String**: R4-TH1-M1BI-2B1-8DE-NX-AG-TH-AA-B0A **Description:** R4 - REGISTRATION FOR: 6" TSM, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 10 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	230.87	230.87
45	**BMI Part No.: 116-2672**	1	230.87	230.87

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	Cat String: R4-TJ1-M1BI-2B1-8DE-NX-AG-TH-AA-B0A **Description:** R4 - REGISTRATION FOR: 8" TSM, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 10 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)			
46	**BMI Part No.: 116-2726** **Cat String**: R4-TD1-M1BI-3B4-8CE-NX-AG-TH-AA-B0A **Description:** R4 - REGISTRATION FOR: 1-1/2" TSM, HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, RECLAIMED 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	236.87	236.87
47	**BMI Part No.: 116-2727** **Cat String**: R4-TE1-M1BI-3B4-8CE-NX-AG-TH-AA-B0A **Description:** R4 - REGISTRATION FOR: 2" TSM, HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, RECLAIMED 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	236.87	236.87
48	**BMI Part No.: 116-2728** **Cat String**: R4-TF1-M1BI-3B4-8CE-NX-AG-TH-AA-B0A **Description:** R4 - REGISTRATION FOR: 3" TSM, HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, RECLAIMED 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	236.87	236.87
49	**BMI Part No.: 116-2729** **Cat String**: R4-TG1-M1BI-3B4-8CE-NX-AG-TH-AA-B0A **Description:** R4 - REGISTRATION FOR: 4" TSM, HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, RECLAIMED 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	236.87	236.87
50	**BMI Part No.: 116-2730** **Cat String**: R4-TH1-M1BI-3B4-8DE-NX-AG-TH-AA-B0A **Description:** R4 - REGISTRATION FOR: 6" TSM, HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, RECLAIMED 8 Dial - 10 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	236.87	236.87
51	**BMI Part No.: 116-2731** **Cat String**: R4-TJ1-M1BI-3B4-8DE-NX-AG-TH-AA-B0A **Description:**	1	236.87	236.87

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	R4 - REGISTRATION FOR: 8" TSM, HR-E ORION CELLULAR, 3 - POLYMER LID / POLYMER SHROUD (RECLAIMED) Torx Seal Screw, RECLAIMED 8 Dial - 10 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)			
52	**BMI Part No.: 116-2676** **Cat String**: FA-AGG-P-Z4XX-X-C3-YS-M1BI-2B1X1-8C-8B-E-KA-AF-TH-AA-B0A **Description:** FA - FSAA Lead Free Bronze Alloy (NSF-61-372), 4" Rnd 1" M70 Right Bypass 2 Locking Valves, Potable, 316 SS Main/Bypass, Zinc DVC XX - None, None, Badger Std (TS-252), YS - YR MFG 9D HEAD, PBB Side HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, Standard, 8 Dial - 1 Gal, 8 Dial - 0.1 Gal, E - 1,000 KA - YR 9D BRCD IN,YR 9D OUT, DUP PRIMARY Pit/ Remote Pipe Install Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	7,484.23	7,484.23
53	**BMI Part No.: 116-2680** **Cat String**: FA-AHG-P-Z4XX-X-C3-YS-M1BI-2B1X1-8D-8C-E-KA-AF-TH-AA-B0A **Description:** FA - FSAA Lead Free Bronze Alloy (NSF-61-372), 6" Rnd 2" TSM Right Bypass 2 Locking Valves, Potable, 316 SS Main/Bypass, Zinc DVC XX - None, None, Badger Std (TS-252), YS - YR MFG 9D HEAD, PBB Side HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, Standard, 8 Dial - 10 Gal, 8 Dial - 1 Gal, E - 1,000 KA - YR 9D BRCD IN,YR 9D OUT, DUP PRIMARY Pit/ Remote Pipe Install Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	10,108.71	10,108.71
54	**BMI Part No.: 116-2683** **Cat String**: FA-AJM-P-Z4XX-X-C3-YS-M1BI-2B1X1-8D-8C-E-KA-AF-TH-AA-B0A **Description:** FA - FSAA Lead Free Bronze Alloy (NSF-61-372), 8" Rnd 2" TSM Right Bypass 2 Locking Valves, Potable, 316 SS Main/Bypass, Zinc DVC XX - None, None, Badger Std (TS-252), YS - YR MFG 9D HEAD, PBB Side HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, Standard, 8 Dial - 10 Gal, 8 Dial - 1 Gal, E - 1,000 KA - YR 9D BRCD IN,YR 9D OUT, DUP PRIMARY Pit/ Remote Pipe Install Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	12,539.47	12,539.47
55	**BMI Part No.: 116-2690** **Cat String**: FA-AKM-P-Z4XX-X-C3-YS-M1BI-2B1X1-8D-8C-E-KA-AF-TH-AA-B0A **Description:** FA - FSAA Lead Free Bronze Alloy (NSF-61-372), 10" Rnd 2" TSM Right Bypass 2 Locking Valves, Potable, 316 SS Main/Bypass, Zinc DVC XX - None, None, Badger Std (TS-252), YS - YR MFG 9D HEAD, PBB Side HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, Standard, 8 Dial - 10 Gal, 8 Dial - 1 Gal, E - 1,000 KA - YR 9D BRCD IN,YR 9D OUT, DUP PRIMARY Pit/ Remote Pipe Install Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	17,579.15	17,579.15

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
56	**BMI Part No.: 116-2692** **Cat String**: FA-AMM-P-Z4XX-X-C3-YS-M1BI-2B1X1-8D-8C-E-KA-AF-TH-AA-B0A **Description:** FA - FSAA Lead Free Bronze Alloy (NSF-61-372), 10X12" Rnd 2" TSM Right Bypass 2 Locking Valves, Potable, 316 SS Main/Bypass, Zinc DVC XX - None, None, Badger Std (TS-252), YS - YR MFG 9D HEAD, PBB Side HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, Standard, 8 Dial - 10 Gal, 8 Dial - 1 Gal, E - 1,000 KA - YR 9D BRCD IN,YR 9D OUT, DUP PRIMARY Pit/Remote Pipe Install Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	19,782.25	19,782.25
57	**BMI Part No.: 116-2696** **Cat String**: R2-AG2-M1BI-2B1-8C-8C-E-NX-AF-TH-AA-B0A **Description:** R2 - REGISTRATION FOR DEM AG2 - 4" FSAA WITH 2" TSM BYPASS HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Pipe Install Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	438.69	438.69
58	**BMI Part No.: 116-2702** **Cat String**: R2-AH2-M1BI-2B1-8D-8C-E-NX-AF-TH-AA-B0A **Description:** R2 - REGISTRATION FOR DEM AH2 - 6" FSAA WITH 2" TSM BYPASS HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 10 Gal, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Pipe Install Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	438.69	438.69
59	**BMI Part No.: 116-2704** **Cat String**: R2-AJ2-M1BI-2B1-8D-8C-E-NX-AF-TH-AA-B0A **Description:** R2 - REGISTRATION FOR DEM AJ2 - 8" FSAA WITH 2" TSM BYPASS HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 10 Gal, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Pipe Install Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	438.69	438.69
60	**BMI Part No.: 116-2706** **Cat String**: R2-AK2-M1BI-2B1-8D-8C-E-NX-AF-TH-AA-B0A **Description:** R2 - REGISTRATION FOR DEM AK2 - 10" FSAA WITH 2" TSM BYPASS HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 10 Gal, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Pipe Install Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	438.69	438.69
61	**BMI Part No.: 116-2707** **Cat String**: R2-AM2-M1BI-2B1-8D-8C-E-NX-AF-TH-AA-B0A **Description:**	1	438.69	438.69

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	R2 - REGISTRATION FOR DEM AM2 - 10X12" FSAA WITH 2" TSM BYPASS HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 10 Gal, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Pipe Install Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)			
62	**BMI Part No.: 100-6664** **Cat String**: SB-SEB-PTNAX **Description:** Plte Strnr Brz, 2" EL w/DP, 316SS, SS Stds-Nuts/Std Blk Gskt,	1	432.30	432.30
63	**BMI Part No.: 100-6311** **Cat String**: SB-SFA-PTNAX **Description:** Plte Strnr Brz, 3" Rnd w/DP, 316SS, SS Stds-Nuts/Std Blk Gskt,	1	600.60	600.60
64	**BMI Part No.: 100-6312** **Cat String**: SB-SGA-PTNAX **Description:** Plte Strnr Brz, 4" Rnd w/ DP, 316SS, SS Stds-Nuts/Std Blk Gskt,	1	804.54	804.54
65	**BMI Part No.: 100-6146** **Cat String**: SB-SHA-PTNAX **Description:** Plte Strnr Brz, 6" Rnd w/DP, 316SS, SS Stds-Nuts/Std Blk Gskt,	1	1,117.71	1,117.71
66	**BMI Part No.: 100-6680** **Cat String**: SS-SJA-PZNEX **Description:** Stl Strnr, 8" Rnd w/DP, Zinc Pltd, Znc Pltd Blts-Nuts/Std Blk Gskt,	1	1,776.72	1,776.72
67	**BMI Part No.: 101-2860** **Cat String**: SS-SKA-PZNEX **Description:** Stl Strnr, 10" Rnd w/DP, Zinc Pltd, Znc Pltd Blts-Nuts/Std Blk Gskt,	1	3,317.82	3,317.82
68	**BMI Part No.: 101-1105** **Cat String**: SU-SHE-PTNEX **Description:** UL/FM Strnr Stl, 6" Rnd w/BP & FP, 316SS, Znc Pltd Blts-Nuts/Std Blk Gskt,	1	3,810.18	3,810.18
69	**BMI Part No.: 101-2217** **Cat String**: SU-SJE-PTNEX **Description:** UL/FM Strnr Stl, 8" Rnd w/BP &FP, 316SS, Znc Pltd Blts-Nuts/Std Blk Gskt,	1	6,047.58	6,047.58
70	**BMI Part No.: 103-7557** **Cat String**: TD-TEH-PT1-H9-B0A **Description:** TSM Head, 2" TSM Head, SN Yr 9D Head, BMI STD,	1	518.39	518.39

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
71	**BMI Part No.: 103-7558** **Cat String**: TD-TFH-PT1-H9-B0A **Description:** TSM Head, 3" TSM Head, SN Yr 9D Head, BMI STD,	1	600.58	600.58
72	**BMI Part No.: 103-6582** **Cat String**: TD-TGH-PT1-H9-B0A **Description:** TSM Head, 4" TSM Head, SN Yr 9D Head, BMI STD,	1	615.74	615.74
73	**BMI Part No.: 103-8021** **Cat String**: TD-THH-PT1-H9-B0A **Description:** TSM Head, 6" TSM Head, , SN Yr 9D Head, BMI STD,	1	1,684.14	1,684.14
74	**BMI Part No.: 103-8235** **Cat String**: TD-TJH-PT1-H9-B0A **Description:** TSM Head, 8" TSM Head, SN Yr 9D Head, BMI STD,	1	1,918.05	1,918.05
75	**BMI Part No.: 104-1099** **Cat String**: TD-TKH-PT1-H9-B0A **Description:** TSM Head, 10" TSM Head, SN Yr 9D Head, BMI STD,	1	2,599.54	2,599.54
76	**BMI Part No.: 33334-009** **Description:** M25 SERVICE CHBR PLS TR	1	33.99	33.99
77	**BMI Part No.: 65553-003** **Description:** M55 CHAMBER ASSY - STD - SERV	1	79.31	79.31
78	**BMI Part No.: 33334-017** **Description:** CHBR&DISC ASSY M120 SERV	1	218.36	218.36
79	**BMI Part No.: 33334-028** **Description:** ASSY CHBR & DISC M170 SERVICE	1	232.78	232.78
80	**BMI Part No.: 33334-023** Customer Part: 2-3" CSM LOW CHAMBER ASSEM **Description:** CHAMB & DISC ASSY M-25 SERV SST TR	1	52.53	52.53
81	**BMI Part No.: 33334-056** Customer Part: 4-6" CSM LOW CHAMBER ASSEM **Description:** CHAM&DISC ASSY M-35 SST-TR SER	1	79.31	79.31
82	**BMI Part No.: 62924-001**	1	7.21	7.21

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	Description: CAGE SEAL 1-1/2" & 2"			
83	**BMI Part No.: 62924-002** **Description:** CAGE SEAL 3" & 4	1	7.21	7.21
84	**BMI Part No.: 62924-003** **Description:** CAGE SEAL 6"	1	7.21	7.21
85	**BMI Part No.: 62924-004** **Description:** CAGE SEAL WP-N 8"	1	7.21	7.21
86	**BMI Part No.: 64128-002** **Description:** VALVE ASSEMBLY, 2" CS170 S.KIT	1	80.34	80.34
87	**BMI Part No.: 64066-002** **Description:** VALVE ASSY, 3" CS400 S. KIT **Estimated Lead Time** 5	1	122.57	122.57
88	**BMI Part No.: 64131-002** **Description:** VALVE ASSEMBLY, 4" CS800 S.KIT **Estimated Lead Time** 5	1	154.50	154.50
89	**BMI Part No.: 64134-002** **Description:** VALVE ASSEMBLY,6" CS1500 S.KIT **Estimated Lead Time** 5	1	203.94	203.94
90	**BMI Part No.: 116-2709** **Cat String**: EB-EFC-PXXP-E5-BI-19BE-E3Y2-AGTH-AA-B0A **Description:** E-Series B-Alloy, EFC - 3" ROUND (3 X 12) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-462/767), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	2,263.83	2,263.83
91	**BMI Part No.: 116-2711** **Cat String**: EB-EFD-PXXP-E5-BI-19BE-E3Y2-AGTH-AA-B0A **Description:** E-Series B-Alloy, EFD - 3" ROUND (3 X 17) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-462/767), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	2,299.77	2,299.77
92	**BMI Part No.: 116-2713**	1	2,728.73	2,728.73

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	Cat String: EB-EGC-PXXP-E5-BI-19BE-E4Y2-AGTH-AA-B0A **Description:** E-Series B-Alloy, EGC - 4" ROUND (4 X 14) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-464/768), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)			
93	**BMI Part No.: 116-2714** **Cat String**: EB-EGD-PXXP-E5-BI-19BE-E4Y2-AGTH-AA-B0A **Description:** E-Series B-Alloy, EGD - 4" ROUND (4 X 20) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-464/768), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	2,764.68	2,764.68
94	**BMI Part No.: 116-2715** **Cat String**: EB-EHB-PXXP-E5-BI-19CE-E6Y2-AGTH-AA-B0A **Description:** E-Series B-Alloy, EHB - 6" ROUND (6x18) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 1 Gal, E - 1,000 BADGER STD (TS-562/773), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	3,904.01	3,904.01
95	**BMI Part No.: 116-2716** **Cat String**: EB-EHD-PXXP-E5-BI-19CE-E6Y2-AGTH-AA-B0A **Description:** E-Series B-Alloy, EHD - 6" ROUND (6x24) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 1 Gal, E - 1,000 BADGER STD (TS-562/773), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	4,122.21	4,122.21
96	**BMI Part No.: 116-2717** **Cat String**: EB-EJB-PXXP-E5-BI-19CE-E8Y2-AGTH-AA-B0A **Description:** E-Series B-Alloy, EJB - 8" ROUND (8x20) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 1 Gal, E - 1,000 BADGER STD (TS-563), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	4,776.78	4,776.78
97	**BMI Part No.: 103-7031** **Cat String**: HM-HFE-P-T1-XX-XX-X-T1-H9-L1-XX-8B1X-1L1-ENN-XX-XX-XX-B0A **Description:** Fire Hydrant, 3" AL Red, 316SS-1, SN Yr 9D Head, Local, Lck Brz Lid/ shrd, Trx Scrw, Sidewalk read, Gal, SN YR 9D in & out, BMI STD,	1	841.34	841.34
98	**BMI Part No.: 103-8199** **Cat String**: HM-HFE-P-T1-SA-SA-X-T1-H9-L1-XX-8B1X-1L1-ENN-XX-XX-XX-B0A **Description:**	1	1,044.65	1,044.65

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	Fire Hydrant, 3" AL Red, 316SS-1, 2 1/2 -7 1/2 NH STD, 2 1/2 - 7 1/2 NH STD, SN Yr 9D Head, Local, Lck Brz Lid/shrd, Trx Scrw, Sidewalk read, Gal, SN YR 9D in & out, BMI STD,			
99	**BMI Part No.: 103-7423** **Cat String**: HM-HFE-P-T1-SA-SA-5-T1-H9-L1-XX-8B1X-1L1-ENN-XX-XX-XX-B0A **Description:** Fire Hydrant, 3" AL Red, 316SS-1, 2 1/2 -7 1/2 NH STD, 2 1/2 - 7 1/2 NH STD, Gate Vlve, SN Yr 9D Head, Local, Lck Brz Lid/shrd, Trx Scrw, Sidewalk read, Gal, SN YR 9D in & out, BMI STD,	1	1,461.24	1,461.24
100	**BMI Part No.: 103-8198** **Cat String**: HM-HFE-P-T1-SA-SA-3-T1-H9-L1-XX-8B1X-1L1-ENN-XX-XX-XX-B0A **Description:** Fire Hydrant, 3" AL Red, 316SS-1, 2 1/2 -7 1/2 NH STD, 2 1/2 - 7 1/2 NH STD, Chk/Gate Vlve, SN Yr 9D Head, Local, Lck Brz Lid/shrd, Trx Scrw, Sidewalk read, Gal, SN YR 9D in & out, BMI STD,	1	1,612.12	1,612.12
101	**BMI Part No.: 104-0815** **Cat String**: HM-HFE-P-T1-SA-SA-6-T1-H9-L1-XX-8B1X-1L1-ENN-XX-XX-XX-B0A **Description:** Fire Hydrant, 3" AL Red, 316SS-1, 2 1/2 -7 1/2 NH STD, 2 1/2 - 7 1/2 NH STD, Gate Vlve 2-1/2, SN Yr 9D Head, Local, Lck Brz Lid/shrd, Trx Scrw, Sidewalk read, Gal, SN YR 9D in & out, BMI STD,	1	1,496.50	1,496.50
102	**BMI Part No.: 104-1570** **Cat String**: HM-HFG-P-T1-SA-SA-1-T1-H9-L1-XX-8B1X-1L1-ENN-XX-XX-XX-B0A **Description:** Fire Hydrant, 3" AL For BFPV, 316SS-1, 2 1/2 -7 1/2 NH STD, 2 1/2 - 7 1/2 NH STD, Bckflw Prev/Gate Vlve, SN Yr 9D Head, Local, Lck Brz Lid/shrd, Trx Scrw, Sidewalk read, Gal, SN YR 9D in & out,	1	3,864.25	3,864.25
103	**BMI Part No.: 68874-001** **Description:** FIRE HYDRANT ORION ENDPOINT GUARD KIT	1	211.15	211.15
104	**BMI Part No.: 116-2418** **Cat String**: E4-4E-BI-AG-TAAA-B0A **Description:** E4 - Endpoint Only, For Encoder, ORION CELLULAR, Pit/Remote Thru Lid Kit, TWIST TIGHT - 8 IN (EP), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	119.77	119.77
105	**BMI Part No.: 116-2434** **Cat String**: E4-4E-BI-AG-NAAA-B0A **Description:** E4 - Endpoint Only, For Encoder, ORION CELLULAR, Pit/Remote Thru Lid Kit, NICOR - 8 IN (EP) AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	125.25	125.25
106		1	137.31	137.31

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	BMI Part No.: 116-2732 **Cat String**: E4-4E-BI-AG-CWAA-B0A **Description:** E4 - Endpoint Only, For Encoder, ORION CELLULAR, Pit/Remote Thru Lid Kit, CW - ITRON - 8 IN (MTR, ASSY) AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)			
107	**BMI Part No.: 68825-001** **Description:** JUMPER HARNESS, FEMALE-FEMALE TWIST TIGHT / NICOR	1	24.72	24.72
108	**BMI Part No.: 68891-001** **Description:** IR COMMUNICATION DEVICE KIT - LTE	1	121.54	121.54
109	**BMI Part No.: 116-3576** **Cat String**: MN-F8-BF-BC-BL-SD-WR-116-3576 **Description:** METRINET, 8 FLOWCELLS ALKALINE 12V BAT W/SD CARD & LTE-M BOLLARD LF, Domestic, FLOW RESTRICTOR FREE CL2 0-5, PPM, TOTAL CL2 0-5, PPM, COMBINED CL2 0-5, PPM, CONDUCTIVITY 0-2000, uS PH 2-12, PH DISSOLVED OXYGEN 0-20, PPM, TURBIDITY 0-40, NITRITE 0-2, PPM	1	22,778.58	22,778.58
110	**BMI Part No.: 116-3578** **Cat String**: MN-F4-BF-BC-BL-SD-WR-116-3578 **Description:** METRINET, 4 FLOWCELLS ALKALINE 12V BAT W/SD CARD & LTE-M BOLLARD LF, Domestic, FLOW RESTRICTOR FREE CL2 0-5, PPM, TOTAL CL2 0-5, PPM, TURBIDITY 0-40, PH 2-12, PH	1	13,993.30	13,993.30
111	**BMI Part No.: 116-3577** **Cat String**: MN-F4-BF-BC-14-SD-WO-116-3577 **Description:** METRINET, 4 FLOWCELLS ALKALINE 12V BAT W/SD CARD & LTE-M 14 - 14 x 14 PANEL, Domestic, FREE CL2 0-5, PPM, TOTAL CL2 0-5, PPM, TURBIDITY 0-40, PH 2-12, PH	1	11,885.90	11,885.90
112	**BMI Part No.: 00-2105** **Description:** PIPE::SCAN W/CON::CUBE TERMINAL	1	22,649.43	22,649.43
113	**BMI Part No.: 00-2106** **Description:** PIPE::SCAN W/CON::LINE TERMINAL	1	19,562.13	19,562.13
114	**BMI Part No.: 00-2107** **Description:** NANO::STATION	1	24,180.78	24,180.78
115	**BMI Part No.: 68886-120** **Description:** WQ BEACON SERV UNIT	12	25.000	300.00

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
116	**BMI Part No.: F-169-SPSET-DK075** **Description:** PIPE SADDLE; BLADE + HAKU SHUT-OFF SADDLE D75	1	313.00	313.00
117	**BMI Part No.: F-169-SPSET-DK090** **Description:** PIPE SADDLE; BLADE + HAKU SHUT-OFF SADDLE D90	1	313.00	313.00
118	**BMI Part No.: F-169-SPSET-DK110** **Description:** PIPE SADDLE SETS PE/PVC PIPE BLADE+S/O SADDLE D110	1	328.00	328.00
119	**BMI Part No.: F-169-SPSET-DK160** **Description:** BLADE + HAKU SHUT-OFF SADDLE D160	1	475.00	475.00
120	**BMI Part No.: F-169-SPSET-DK125** **Description:** BLADE + SHUT-OFF ADAPTER+HAKU PIPE SADDLE D125	1	469.00	469.00
121	**BMI Part No.: F-169-SPSET-DK140** **Description:** BLADE + SHUT-OFF ADAPTER+HAKU PIPE SADDLE D140	1	466.00	466.00
122	**BMI Part No.: F-169-SPSET-DK180** **Description:** BLADE + SHUT-OFF ADAPTER+HAKU PIPE SADDLE D180	1	641.00	641.00
123	**BMI Part No.: F-169-SPSET-DK200** **Description:** BLADE + SHUT-OFF ADAPTER+HAKU PIPE SADDLE D200	1	652.00	652.00
124	**BMI Part No.: F-169-SPSET-DK225** **Description:** BLADE + SHUT-OFF ADAPTER+HAKU PIPE SADDLE D225	1	652.00	652.00
125	**BMI Part No.: F-169-SPSET-DK250** **Description:** BLADE + SHUT-OFF ADAPTER+HAKU PIPE SADDLE D250	1	932.00	932.00
126	**BMI Part No.: F-169-SPSET-DK280** **Description:** BLADE + SHUT-OFF ADAPTER+HAKU PIPE SADDLE D280	1	1,011.00	1,011.00
127	**BMI Part No.: F-169-SPSET-DK315** **Description:** BLADE + SHUT-OFF ADAPTER+HAKU PIPE SADDLE D315	1	1,172.00	1,172.00
128	**BMI Part No.: F-169-SPSET-DN080** **Description:** BLADE + SHUT OFF SADDLE DN80/NPS 3	1	318.00	318.00

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
129	**BMI Part No.: F-169-SPSET-DN100** **Description:** PIPE SADDLE WITH SHUT-OFF - DN100 (FOR CAST IRON P IPES)	1	321.00	321.00
130	**BMI Part No.: F-169-SPSET-DN125** **Description:** BLADE + SHUT-OFF SADDLE DN125/NPS 5	1	328.00	328.00
131	**BMI Part No.: F-169-SPSET-DN150** **Description:** BLADE + SHUT OFF SADDLE DN150/NPS 6	1	332.00	332.00
132	**BMI Part No.: F-169-SPSET-DN175** **Description:** BLADE + SHUT-OFF SADDLE DN175-NPS 7	1	352.00	352.00
133	**BMI Part No.: F-169-SPSET-DN200** **Description:** BLADE + SHUT OFF SADDLE DN200 (FOR CAST IRON PIPES)	1	355.00	355.00
134	**BMI Part No.: F-169-SPSET-DN250** **Description:** BLADE + SHUT OFF SADDLE DN250 (FOR CAST IRON PIPES) - FOR 10" OD PIPE	1	379.00	379.00
135	**BMI Part No.: F-169-SPSET-DN300** **Description:** BLADE + SHUT OFF SADDLE DN300 (FOR CAST IRON PIPES) - FOR 12" OD PIPE	1	386.00	386.00
136	**BMI Part No.: F-169-SPSET-DN350** **Description:** BLADE + SHUT-OFF SADDLE DN350/NPS 14	1	712.00	712.00
137	**BMI Part No.: F-169-SPSET-DN400** **Description:** BLADE + SHUT OFF SADDLE DN400 / NPS 16 (FOR CAST I RON PIPES)	1	728.00	728.00
138	**BMI Part No.: F-169-SPSET-DN450** **Description:** PIPE SADDLE SETS FOR DUCTILE IRON PIPES, BLADE + SHUT-OFF SADDLE DN450/NPS 18	1	737.00	737.00
139	**BMI Part No.: F-169-SPSET-DN500** **Description:** PIPE SADDLE - BLADE + SHUTOFF SADDLE DN500/NPS20	1	746.00	746.00
140	**BMI Part No.: F-169-SPSET-DN600** **Description:** PIPE SADDLE; BLADE + SHUT-OFF SADDLE DN600/NPS 24	1	765.00	765.00

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
141	**BMI Part No.: 102280** **Description:** PIPEMINDER-H MODULE	1	3,551.63	3,551.63
142	**BMI Part No.: 101912** **Description:** PIPEMINDER-ONE HYDRANT ACTIVATOR	1	457.41	457.41
143	**BMI Part No.: 101590** **Description:** CHARGER 12V 4A WITH MOLEX 8 WAY M12 PLUG	1	360.27	360.27
144	**BMI Part No.: 102325** **Description:** PIPEMINDER-ONE SYSTEM (EXTERNAL 5M) CU/05/AD	1	1,883.44	1,883.44
145	**BMI Part No.: 102589-02** **Description:** ANTENNA MAGNETIC JOYSTICK 6FT/2M LEAD SMA PLUG	1	53.81	53.81
146	**BMI Part No.: 101969** **Description:** CHARGER 12V 4A WITH SOURIAU 2 WAY PLUG	1	405.69	405.69
147	**BMI Part No.: 102621** **Description:** RECHARGEABLE BATTERY 12V 22AHR PELI CASE 6FT/2M SOURIAU LEAD	1	831.13	831.13
148	**BMI Part No.: 104028** **Description:** PIPEMINDER-ONE SYSTEM (ACOUSTIC) CU/SH2/NPT	1	2,870.00	2,870.00
149	**BMI Part No.: 102695** **Description:** T HANDLE 3MM HEX KEY	1	5.38	5.38
150	**BMI Part No.: 102804** **Description:** INSTALL TOOL ADJUSTABLE HOOK SPANNER PM1-A SENSOR HEAD	1	188.34	188.34
151	**BMI Part No.: 104131** **Description:** ANTENNA; SKYWAVE; LTE/GNSS; 16-7038-A	1	82.00	82.00
152	**BMI Part No.: ADVENG** **Description:** ADVISORY SERVICES - US - ENGINEER (DAY RATE) REMOTE DATA SETUP, ANALYSIS AND REPORTING	1	2,152.50	2,152.50
153	**BMI Part No.: FWSENG**	1	2,690.63	2,690.63

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	Description: FIELD - US - SENIOR ENGINEER (DAY RATE) ONSITE DEPLOYMENT SUPP/TRAINING, PLUS TRAVEL COSTS			
154	**BMI Part No.: HPR-32IA-2-MV-3-N-BMI** **Description:** HPR-32A W/IMPULSE 300PSI VZW-M - 2-1/2" NHT - BMI	1	3,623.38	3,623.38
155	**BMI Part No.: A-HSC-Y** **Description:** HPR YELLOW SECURITY COVER W/HASPS	1	117.88	117.88
156	**BMI Part No.: CU-CTS-USB** **Description:** COMMUNICATION/DATA TRANSFER CABLE, 32 SERIES, TAMP ER AND LED	1	281.88	281.88
157	**BMI Part No.: RU-32IMA-M1V-BMI** **Description:** RU-32A W/ IMPULSE - VERIZON LTE CAT/M1 MODEM - BMI	1	4,433.13	4,433.13
158	**BMI Part No.: A-SB-LTE** **Description:** BLADE ANTENNA FOR LTE MODEMS	1	82.00	82.00
159	**BMI Part No.: PT-DS-H0-100-030** **Description:** SENSOR, SUBMERSIBLE, I2C, 100 PSI, GAUGE, 030FT	1	794.38	794.38
160	**BMI Part No.: PT-DS-H0-200-030** **Description:** SENSOR, SUBMERSIBLE, I2C, 200 PSI, GAUGE, 030FT	1	794.38	794.38
161	**BMI Part No.: HPR-32A-2-MV-2-N-BMI** **Description:** HPR-32A 200PSI VZW-M - 2-1/2" NHT - BMI	1	2,782.88	2,782.88
162	**BMI Part No.: BP-4** **Description:** BPACK,LI-MET,INDUS,3.9V,16000MAHR,51X35X65MM,+HLC TADIRAN # TLP-83111/A/TE2A	1	92.25	92.25
163	**BMI Part No.: PR-32A-M1V-EAC-BMI** **Description:** PRESSURE RECORDER, VZ LTE CAT/M1, EXT ANT, BMI	1	2,618.88	2,618.88
164	**BMI Part No.: RG-32A-M1V-BMI** **Description:** RAIN GUAGE RECORDER, VZ LTE CAT/M1 MODEM, BMI	1	2,249.88	2,249.88
165	**BMI Part No.: GR-8** **Description:**	1	958.38	958.38

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	TIPPING BUCKET RAINFALL SENSOR - 8" 910-00011			
166	**BMI Part No.: RU-35-M1V-BMI** **Description:** RU-35 WITH VERIZON LTE CAT/M1 MODEM - BMI	1	4,002.63	4,002.63
167	**BMI Part No.: TW-RAV-KIT-001** **Description:** CONTACTLESS FLOW MONITORING KIT, BMI ACT.INCLUDES FLOW, LEVEL SENSORS,UT-35U-95-030-RAV,VZ95	1	16,047.40	16,047.40
168	**BMI Part No.: TW-RAV-KIT-005** **Description:** CONTACTLESS FLOW MONITORING KIT, BMI ACT. INCLUDES FLOW, LEVEL SENSORS,UT-35U-150-030-RAV,VZ150	1	16,047.40	16,047.40
169	**BMI Part No.: UT-35U-95-030** **Description:** SMART ULTRASONIC TRANSMITTER WITH 30 FEET OF CABLE AND RU-35 SOURIAU CONNECTOR,1' TO 13' RANGE	1	1,634.88	1,634.88
170	**BMI Part No.: UT-35U-150-030** **Description:** SMART ULTRASONIC TRANSMITTER, 30' OF CABLE, SOURIA U CONNECTOR, RU-35 ONLY, 150HZ 4"-7' RANGE	1	1,634.88	1,634.88
171	**BMI Part No.: PT-DSU-020FT-030** **Description:** STANDARD DIGITAL PRESSURE SENSOR WITH DRYBOX FOR R U-35 - 30 FOOT CABLE ASSEMBLY, 20 FT DEPTH	1	866.13	866.13
172	**BMI Part No.: PT-DSU-060FT-030** **Description:** STANDARD DIGITAL PRESSURE SENSOR WITH DRYBOX FOR R U-35 - 30 FOOT CABLE ASSEMBLY, 60 FT DEPTH	1	866.13	866.13
173	**BMI Part No.: RS-45-M1V-E1-B4-BMI** **Description:** WIRELESS RECORDER, VZ-M1, 120VAC UPS, E1 NE, BMI	1	3,941.13	3,941.13
174	**BMI Part No.: C-RS-SS** **Description:** CABLE, RS SMART SENSOR, FOR RE AND UT35 SENSOR CON NECTIONS	1	353.63	353.63
175	**BMI Part No.: CU-RU-35-H-S** **Description:** INTERFACE CABLE FOR HACH/SIGMA 900 SERIES TO RU-35	1	230.63	230.63
176	**BMI Part No.: CU-RU-35-T-I** **Description:**	1	825.13	825.13

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	INTERFACE CABLE FOR TELEDYNE/ISCO 2100 SERIES AND RU-35, 10' LENGTH			
177	**BMI Part No.: CU-RU-35-FD-5V** **Description:** INTERFACE CABLE FOR FLODAR AND RU-35, 5V SMART SEN SOR EXCITATION	1	333.13	333.13
178	**BMI Part No.: CU-RU-35-H-FL** **Description:** INTERFACE CABLE FOR HACH FL900 AND RU-35, 6' LENGT H	1	220.38	220.38
179	**BMI Part No.: A-EMA-LTE** **Description:** ANTENNA, 800/1900MHZ - 2DBI, ENCLOSURE MOUNT, SWIV EL, TNC PULSE-W5084	1	71.75	71.75
180	**BMI Part No.: A-CBA-LTE** **Description:** BURIAL ANTENNA FOR LTE MODEMS	1	333.13	333.13
181	**BMI Part No.: RM-BMIACTIVATION** **Description:** REMOTE MONITORING: RTU PROVISIONING ONE-TIME SETUP FEE	1	76.88	76.88
182	**BMI Part No.: 68886-1001** **Description:** RM MONTHLY SUBSCRIPTION: CELLULAR	1	369.000	369.00

Notes and Assumptions

To expedite the order entry process, please ensure the following is noted on your purchase order: billing address, shipping address, purchase order number, quantity, price, payment terms, quotation number, and the vendor is listed as Badger Meter, Inc.

Please send all purchase orders to the contact that prepared this quotation for you.

Actual lead time to be provided at time of order.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

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BADGER METER, INC.
QUOTE NO. 3805610

Pasco County, Florida, by and through its Board of County Commissioners, and Badger Meter, Inc. acknowledge and accept Quote No. 3805610.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST

By: _____
Jack Mariano, Chairman

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

Date: _____

BADGER METER, INC.

By: Monique D. White

Printed Name: Monique D. White

Title: Assistant Secretary and Proposal Lead

Date: April 13, 2026

Negotiated Badger Meter Terms and Conditions of Sale

Date: March 10, 2026

These Negotiated Terms and Conditions of Sale ("Terms and Conditions") are made and entered into by and between Pasco County, Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter "Buyer") and Badger Meter, Inc., a Wisconsin corporation registered to do business in the State of Florida. These Terms and Conditions shall govern all purchases between Buyer and Badger Meter, Inc. for the Term (defined herein) unless otherwise specified in a signed writing by a duly authorized representative of Buyer and a duly authorized representative of Badger Meter, Inc.

1. Definitions. Consistent with the above, "Buyer" means the party purchasing goods or services (i.e., Pasco County, Florida, acting by and through its Board of County Commissioners) pursuant to these Negotiated Badger Meter Terms and Conditions of Sale ("Terms and Conditions"). "Badger Meter" means Badger Meter, Inc., a Wisconsin corporation and all its subsidiaries. "Goods" means Badger Meter goods, software, services, and advisory services sold or otherwise provided pursuant to these Terms and Conditions. "Term" means three years from the date that these Terms and Conditions are signed by Buyer.

2. Controlling Provisions.

Generally. These Terms and Conditions shall govern all purchases for Goods and services by Buyer from Badger Meter during the Term

unless otherwise specified in a signed writing by a duly authorized representative of Buyer and a duly authorized representative of Badger Meter. Accordingly, for any given offer by Badger Meter to Buyer to purchase Goods or services during the Term, unless otherwise stated in a signed writing by a duly authorized representative of Buyer and a duly authorized representative of Badger Meter, this document; the Additional Terms and Conditions for BEACON®, RADAR®, and TELOG® REMOTE MONITORING between the parties, which is attached hereto as Exhibit "A" and made part hereof; and, as applicable, the provisions in Badger Meter's quotation, proposal, price list, acknowledgment and invoice, and Badger Meter's Limited Warranties described in Section 12, form the "Agreement" for the given offer and purchase. Accordingly, this document may refer to a specific offer (e.g., "this" offer or "the" offer) and a specific Agreement (e.g., "the" Agreement or "this" Agreement), which shall be understood to mean, respectively, a prevailing offer made by Badger Meter to Buyer, and these Terms and Conditions along with any quotation, proposal, price list, acknowledgment and invoice provided by Badger Meter to Buyer in connection with the offer. Buyer's acceptance of an offer by Badger Meter to purchase Goods or services is limited to the terms, covenants and conditions contained in the offer. Badger Meter hereby objects to and rejects any additional, different or varying terms proposed by Buyer, regardless of whether or when Buyer submitted its purchase order or such terms, unless such terms are required to comply with applicable law and Badger Meter is provide at least thirty (30) days' prior written notice of such change of term with an opportunity to terminate the Agreement by written notice to Buyer if Badger Meter is unable to accommodate such change.

Such proposal of additional, different or varying terms by Buyer shall not operate as a rejection of Badger Meter's offer, and Badger Meter's offer shall be deemed accepted without such additional, different or varying terms, unless such terms are required to comply with applicable law and Badger Meter was provided the written notification and opportunity to terminate as stated above.

Fulfillment of Buyer's order does not constitute acceptance of Buyer's terms and conditions and does not serve to modify any Agreement.

Notwithstanding any provision to the contrary, in the event of a conflict between these Terms and Conditions and any quotation, proposal, price list, acknowledgment or invoice, these Terms and Conditions shall control. Notwithstanding any term to the contrary, Buyer and Badger Meter expressly acknowledge and agree that Buyer reserves the right to reject terms in any quotation, proposal, price list, acknowledgment or invoice not set forth in these Terms and Conditions.

THIS AGREEMENT CONSTITUTES THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN BADGER METER AND BUYER REGARDING THE GOODS AND IT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THAT AGREEMENT. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERSTANDINGS WHICH ARE NOT CONTAINED IN THIS AGREEMENT SHALL HAVE NO FORCE OF EFFECT UNLESS MADE IN WRITING AND SIGNED BY BUYER AND AN AUTHORIZED OFFICER OF BADGER METER.

Badger Meter's sales representatives do not have authority to change this Agreement. Badger Meter reserves the right to correct clerical errors in its

documents. It is the express wish of the parties that this document and any related documents be drafted in English. Il est la volonté expresse des parties que ce document et tous les documents s'y rattachant soient rédigés en anglais.

3. Acceptance. Buyer shall be deemed to have made an unqualified acceptance of this offer and the Agreement, insofar as the requirements of Section 2-110 of the Buyer's Purchasing Ordinance have been satisfied, on the earliest of the following to occur: (a) Badger Meter's receipt of a copy of this Agreement (or any document incorporating this Agreement) signed by Buyer, (b) Buyer's order of Goods after receiving notice of this Agreement, (c) Buyer's payment of any amounts due under this Agreement, (d) Buyer's delivery to Badger Meter of any material to be furnished by Buyer, (e) Badger Meter's delivery of the Goods following Buyer's order, (f) Buyer's failure to notify Badger Meter to the contrary within ten (10) days of receipt of this Agreement, or (g) any other event constituting acceptance under applicable law.

4. Storage. If the Goods are not shipped within fifteen (15) days after notification to Buyer that they are ready for shipping, for any reason other than Badger Meter's negligence, willful misconduct, breach of this Agreement, and/or fault, including without limitation Buyer's failure to give shipping instructions, Badger Meter may store such Goods, at Buyer's risk, in a warehouse or yard located on Badger Meter's premises, and Badger Meter may at its sole discretion charge Buyer and Buyer shall pay all reasonable handling, transportation and storage costs actually incurred at the prevailing commercial rates upon submission of invoices on the stored Goods.

5. Prices. Unless stated otherwise in a governing quotation or tender,

prices are stated and payable in U.S. dollars or Euros FCA Badger Meter's Facility (pursuant to Incoterms 2020 of the International Chamber of Commerce, as amended or restated from time to time ["Incoterms"]). All prices are subject to change, before Buyer expresses a written intent to accept the prices or accepts the prices, based on Badger Meter's selling prices in effect as of the date of shipment. Badger Meter reserves the right, upon ten days' written notice to Buyer, to revise selling prices to adjust for changes in laws, such as changes to taxes, tariffs, fees, trade penalties, or any and all other government required duties on goods or services. Notwithstanding any provision to the contrary, quoted prices are firm for acceptance, via an order, within the effective dates provided in the quote, shipping within sixty (60) days past the expiration of the quote. Prices quotes for blanket orders are subject to review and change insofar as, and after, the Buyer consents to such price changes in a signed writing. Written quotations are void unless accepted within the effective dates listed on the quotation and are subject to earlier change upon written notice from Badger Meter. Other Badger Meter publications are maintained as sources of information and are not quotations or offers to sell.

6. Taxes. The BUYER is tax exempt, and as such, shall not be responsible for the payment of any taxes, duties, or penalties. The Buyer shall provide evidence of such tax exemption upon written request from Badger Meter within seven (7) days of such request.

7. Title and Risk of Loss. All Goods are shipped F.O.B. Destination.

8. Payment Terms. Buyer shall pay all invoices within forty-five (45) days of the invoice date. Badger Meter reserves the right to establish

credit limits for Buyer and may require full or partial payment prior to shipment of any Goods or commencement of any services provided. All payments shall be made via payment methods allowed by Badger Meter according to instructions provided by Badger Meter. For Buyers outside the U.S., Badger Meter may require cash in advance or a Letter of Credit for payment or security in a form acceptable to Badger Meter. If Buyer does not pay Badger Meter any amount due under this Agreement or any other Agreement when such amount is due or if Buyer defaults in the performance of this Agreement, Badger Meter may, to the extent permitted under Chapter 218, Part VII, Florida Statutes, the Local Government Prompt Payment Act, without incurring liability to Buyer and without prejudice to Badger Meter's other lawful remedies (a) terminate Badger Meter's obligations under this Agreement, (b) declare immediately and due payable all Buyer's obligations to Badger Meter, (c) change credit terms with respect to any further work or deliveries, (d) suspend or discontinue any further work or deliveries and/or (e) repossess the Goods. Any invoices which Buyer does not pay within the time provided in this Agreement shall bear interest at the lower of (i) one and a half percent (1.5%) per month up to a maximum of eighteen percent (18%) per year; **or (ii) the highest rate permitted by applicable law**. Buyer shall not set off amounts due to Badger Meter against claims against Badger Meter.

9. Packaging. Badger Meter reserves the right to select the manner in which Goods are packaged. Special requirements for packing will be subject to extra charges.

10. Delivery. Shipping dates and completion dates quoted by Badger Meter are made in good faith but are not guaranteed; Badger

Meter reserves the right to extend shipping dates as it deems necessary in its sole discretion, without incurring liability to Buyer and to make delivery in installments. Time for delivery shall not be of the essence. In the absence of shipping instructions from Buyer, Badger Meter will use its discretion as to the selection of shipping services and routings. Installation of Goods is the responsibility of the Buyer unless otherwise agreed in writing. Buyer is responsible for following all applicable installation instructions, guides, or other documentation. Badger Meter is not responsible or liable for product that is installed or maintained improperly.

Badger Meter ships all products FOB – Factory within the United States (unless otherwise agreed to in writing, upon receipt of shipment, Buyer must inspect the goods for damage, shortage, or non- conformance. Buyer will make note of damage on the carrier's delivery receipt. Claims for shortages or other errors must be made in writing to Badger Meter within seven (7) weekdays after receipt of shipment and claims for concealed damage must be made to Badger Meter within fifteen (15) weekdays after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. When the Buyer's carrier and account are used for transit, the Buyer shall be responsible for any claims made for visible and concealed damage and/or loss of partial or complete shipment.

11. Force Majeure. Badger Meter shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of

Badger Meter including, without limitation, acts of God, terrorism, pandemic, global supply chain disruptions, acts of Buyer, embargo, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers, or inability to obtain necessary labor and materials. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. The Buyer shall not be liable or responsible to Badger Meter, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Buyer including, without limitation, acts of God, terrorism, pandemic, global supply chain disruptions, acts of Badger Meter, embargo, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers, or inability to obtain necessary labor and materials. In the event of any such delay, the date of payment shall be extended for a period equal to the time lost by reason of the delay.

12. Orders; Changes and Cancellations. Buyer's orders or mutually agreed change orders shall be subject to all provisions of this Agreement, whether or not the order or change order so states. No order shall be binding upon Badger Meter until received and accepted by Badger Meter in its sole discretion. Minimum order value is $200 U.S.D. or EUR 200. Orders submitted to Badger Meter may not be cancelled or amended, or deliveries deferred, by Buyer except with Badger Meter's prior written consent, and then only upon such terms as shall be acceptable to Badger Meter on a product by product basis. In the event of cancellation of an order by Buyer when Badger Meter has already incurred actual, direct costs for said order, Buyer shall pay

Badger Meter's actual, direct costs of Buyer's cancellation. Neither Buyer's acceptance of this offer nor any conduct by Badger Meter (including but not limited to shipment of Goods) will oblige Badger Meter to sell to Buyer any quantity of Goods in excess of the quantity that Buyer has committed to purchase from Badger Meter at the time of such acceptance or conduct. Due to continuous efforts to improve and redesign of our products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the quoted or ordered Goods, provided they are in conformance with the requirements of any agreed specifications and do not exceed the prices quoted.

13. Limited Warranties.

Generally. Unless otherwise agreed in a writing signed by an authorized officer of Badger Meter, provided by Badger Meter in a written product-specific warranty, or passed through by Badger Meter from the original equipment manufacturer, Badger Meter warrants the Goods (excluding services) supplied hereunder to be free from significant defects in material and workmanship under normal use and service for a period of 18 months from the date of shipment or 12 months from the date of installation, whichever period shall be longer ("the Warranty Period"). This warranty applies only to the original purchaser of the Goods and does not apply to Goods that are the subject of negligence, accident, or damage by circumstances beyond Badger Meter's control, or improper operation, maintenance, storage, installation or use. This warranty does not apply to Goods or component parts that were not manufactured by Badger Meter and not covered by a Badger Meter or original equipment manufacturers written

warranty, all of which are sold **"AS IS"** and without warranty by Badger Meter. This warranty applies only to covered defects that are discovered during the Warranty Period, as well as defects that could not have been reasonably discovered during the Warranty Period. Buyer's failure to provide Badger Meter with written notice of any alleged defect within ten (10) weekdays after its discovery constitutes a waiver of the remedies specified herein. If Badger Meter receives timely notice, and if the Goods are verified by Badger Meter, in their reasonable discretion, to have a warranted defect, Badger Meter will, at its own discretion, expense and within a reasonable period of time, either (1) repair, correct or cure the warranted defect(s), or (2) replace the specific Goods at issue, or (3) give Buyer a refund of the price it paid for the Goods, prorated where appropriate to adjust for the value of any conforming Goods or services accepted and retained by Buyer. Any parts of Goods repaired or replaced under warranty are warranted only for the balance of the Warranty Period on the original part that was repaired or replaced. These remedies shall be Buyer's exclusive remedies (and the sole and exclusive liability of Badger Meter) for any defects or deficiencies relating to or arising out of Goods sold or services performed. All repairs are made on a DDP/Warranty basis (pursuant to Incoterms).

THE WARRANTIES IN THIS SECTION ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO GOODS SOLD OR OTHERWISE PROVIDED BY BADGER METER. BADGER METER EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE,

MERCHANTABILITY, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Where Badger Meter provides recommendations to Buyer to address or mitigate issues identified by the Buyer, Buyer acknowledges that Badger Meter will not have access to the full operational aspects and attributes of the Buyer's network. Badger Meter is not a certified consultant and does not provide consulting services unless specifically contracted. All Goods are selected by the Customer and Badger Meter's recommendations do not constitute a requirement for purchase. Badger Meter does not warrant that its product recommendations are an adequate solution for any identified or unidentified Customer issues.

Please note that Badger Meter's warranties for Syrinix branded products do not cover failures, interruptions, and damages resulting directly or indirectly from Acts of God, war, terrorism, civil, disobedience, theft, extreme weather, floods, storms, lightning, tornado, hurricane, fire, combustion, explosion, landslip, volcano and earthquake, extreme temperature, external electrical irregularity including surge and failure, acoustic interference, and third party service provider interruptions.

Buyer's Obligations. Buyer must satisfy the following obligations in order to be eligible for coverage by the applicable warranty. Prior to using or permitting use of the Goods, Buyer shall determine the suitability of the Goods for the intended use and Buyer assumes all risk and liability whatsoever in connection therewith. Buyer agrees that Badger Meter has no post–sale duty to warn any party other than Buyer about any

matter or, if such duty exists, Badger Meter satisfies that duty by providing any required warnings only to Buyer. Buyer assumes all post–sale duty to warn its customers. Buyer agrees to test and evaluate Goods promptly upon receipt to ensure compliance with all specifications, quality requirements and other requirements of Buyer's application. Badger Meter does not guaranty the accuracy of information given and recommendations made as to suitability of Goods for Buyer's application or operating conditions. Nothing shall be construed to imply the nonexistence of any relevant patents or to constitute a permission, inducement or recommendation to practice any invention covered by any patent without authority from the patent owner.

14. Intellectual Property. No Intellectual Property (as defined below) is assigned to Buyer hereunder. Badger Meter shall own or continue to own all Intellectual Property used or created in the course of performing this Agreement. Buyer agrees not to reverse engineer any Goods purchased or provided hereunder. This includes the reverse engineering of software, source code, or other proprietary elements that Badger Meter provides to Buyer. "**Intellectual Property**" means patents and patent applications, inventions, developments and discoveries, whether or not patentable or copyrightable, trademarks, service marks, trade dress, copyrights, trade secrets, designs, drawings, specifications, database rights, rights in and to confidential information and know-how, and any rights analogous to the same anywhere in the world and existing at any time in the Goods or arising out of or relative to the design or manufacture of the Goods or the provision of services, and all other Intellectual Property and proprietary rights.

Any use of Badger Meter's or its affiliates' or suppliers' trademarks in

advertisements or promotion must be preapproved in writing by Badger Meter.
Buyer shall inform Badger Meter promptly of any potential or actual infringement of any of Badger Meter's or its affiliates' or suppliers' Intellectual Property and shall provide all information possessed by Buyer and required by Badger Meter, at Badger Meter's expense, in connection with any such infringement.

For Syrinix branded products that require transmission of data, the Buyer agrees to the transmission of information relating to the product and product data during the installation, commissioning and operation of the product and to the analysis and provision of product data, including web-based, server- based and bespoke communication and analytical methodologies, nationally and internationally. The Buyer shall own all product data provided from the product. Each and every Buyer and its consumers and/or employees hereby grants to Badger Meter a non-exclusive, irrevocable, transferable, royalty free license to store, analyse, copy, edit, record and otherwise use all product data for such purposes, including, without limitation, research, administration and commercial, as Syrinix, in its sole discretion, considers appropriate. This license shall survive the termination of this agreement, however arising, including, without limitation, termination due to Badger Meter's default. To the extent applicable, any use of product data is also subject to the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy)
(see https://maps.google.com/help/terms_maps.html).

15. Compliance with Laws. Buyer agrees to familiarize itself with and comply with all laws and regulations now or hereafter in effect and

applicable to the purchase, transport, use, supply, storage, sale, offer for sale, lease and/or disposal of the Goods ("Laws") including, without limitation, to the extent applicable, the S. Foreign Corrupt Practices Act and all other anti-bribery laws, all U.S. anti-boycott laws, and the U.S. Export Administration Act and all regulations thereunder.
If Buyer or its affiliates, agents or representatives engages a freight forwarder or similar service provider, Buyer shall provide Badger Meter with copies of freight forwarder (or similar) records regarding Goods exports promptly upon request.

Buyer shall promptly notify Badger Meter in writing if Buyer receives notice of or otherwise has reason to believe that a violation of any applicable trade laws has occurred or is likely to occur.

Buyer acknowledges that certain Goods may have restrictions on who can purchase, transport, use, supply, store, sell, offer for sale, lease and/or dispose of ("Actions") the Goods and on how and where such Actions may take place. Buyer agrees to be responsible for determining who may take such Actions and how and where such Actions may take place after Badger Meter's delivery hereunder, and further agrees to ensure that its customers comply with such requirements.

By accepting this Agreement, Buyer confirms that:

- Buyer understands that Goods provided by Badger Meter are subject to U.S. export control laws and regulations, including, without limitation, the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulations;
- Buyer will comply with all applicable U.S., EU, and UN laws and

regulations and any other laws, regulations, or orders of similar effect enforced any other applicable jurisdiction whenever we export, re-export, or transfer Product(s) acquired from Badger Meter, insofar as it does not infringe any applicable anti-boycott rule, and acknowledges that the controlling laws and regulations may be amended from time to time;

- Buyer acknowledges that U.S. law prohibits the sale, transfer, export, re-export, or participation in any export transaction involving Badger Meter's Goods with individuals or companies listed in the United Nations Financial Sanctions List, Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List; the U.S. Department of State Nonproliferation Sanctions, AECA Debarred List; U.S. Department of Treasury's Specially Designated Nationals, Foreign Sanctions Evaders List, Sectoral Sanctions Identifications (SSI) List, Palestinian Legislative Council (PLC) List, The List of Foreign Financial Institutions Subject to Part 561 List, and Blocked Persons Lists; and any additional lists added by the U.S. Government. Buyer will not transfer, export, or re-export, directly or indirectly to any party identified on a restricted party list published by the
  U.S. government, European Union, or any other government, or to any party otherwise prohibited under any applicable law from receiving Badger Meter Goods;
- Buyer will not use, sell, transfer, export or re-export Badger Meter Goods for use in any activity related to the development, production, use, stockpiling, maintenance, or proliferation of weapons of mass destruction, including, without limitation, uses related to nuclear, chemical or biological weapons (i.e. the nuclear, chemical or

biological materials/substances themselves could be used in weapons and/or the weapon delivery systems for those materials/substances) ("Weapons"), and that Buyer will not transfer, divert, export, or re-export, directly or indirectly, Goods, including any products developed or manufactured using Badger Meter's Goods, to any party engaged in any such activity. nor use such Goods in any facilities that are engaged in activities related to such This restriction also includes, but is not limited to:
    - nuclear explosive activities, safeguarded and unsafeguarded nuclear activities
    - rocket systems or unmanned air vehicles
    - maritime nuclear propulsion;
- If Buyer is subsequently engaged in the use, development, production, transfer, export or re-export of any Badger Meter Goods, Buyer acknowledges that it may be subject to and responsible for the export licensing requirements of the U.S. government or any other government;
- Buyer acknowledges that it may receive Goods from Badger Meter exported under a written authorization from the U.S. government or any other government and acknowledge that it may be subject to and responsible for conditions subject to this written authorization and/or be subject to and responsible for the re-export licensing requirements applicable to the U.S. government's or any other government's written authorization;
- Buyer will comply with all applicable laws and regulations whenever Buyer transfers, exports, or re-export Goods obtained from Badger Meter, and Buyer acknowledges that the controlling laws and regulations may be amended from time to time; and
- Buyer will provide Badger Meter with information regarding end-

user, end-use, and country of ultimate destination if purchasing Badger Meter Goods for anything other than stock

Buyer acknowledges that Badger Meter shall file all export formalities related to all export sales from the U.S. including exports where Buyer designates the freight forwarder, unless Buyer is otherwise instructed or notified by Badger Meter in writing from the Global Logistics Department. Export formalities include, but are not limited to, preparing and filing the electronic export information ("EEI"), and obtaining any necessary export licenses.

Badger Meter shall ensure the goods are properly documented, cleared for export, and meet all requirements for lawful exportation. Buyer, or their freight forwarder, shall provide any necessary information or documentation requested by Badger Meter to facilitate the export process, including, but not limited to, supplying the export EEI information, the onboard billing of lading/airway bill and notification of any split shipments, destination, consignee or ultimate consignee changes.

Buyer acknowledges the export transactions from the U.S. that are routed export transactions (RET) as defined in the U.S. Export Administration Regulations, 15 C.F.R. § 772.1 and the Federal Trade Regulations, 15 C.F.R. § 30.1(c) will only be transacted under EXW Badger Meter's Facility U.S. (Incoterms 2020). Buyer, as the foreign party, shall be considered the Foreign Principal Party in Interest ("FPPI") for these transactions, and as the FPPI authorizes their U.S. agent to facilitate the export of items from the U.S. on the Buyer's

behalf and prepare and file the EEI. Buyer shall comply with 15 C.F.R. § 30.3(e)(2) and 758.1(h)(1)(i) by supplying their U.S. agent with a power of attorney or other form of written authorization and shall provide a copy to Badger Meter at time the order is placed. Buyer shall also instruct their U.S. agent to provide Badger Meter a copy of the EEI transaction and the onboard bill of lading/airwaybill. Badger Meter will provide all EEI data elements to Buyer's U.S. agent as required under 15 C.F.R. § 30.3(e)(1) to complete the EEI filing.

16. Customer Validation. Badger Meter reserves the right to determine OEM qualifications of any and all buyers to request end customer invoicing in situations where project pricing may have been granted by the factory. Badger Meter reserves the right to determine market definition of any and all buyers and to employ third-party sources, including SIC codes, and/or information about the application or products purchased to determine market definition.

17. Nuclear Disclaimer. The Goods are not intended for use in connection with any nuclear facility or activity unless covered by a specific quotation where the conditions of such usage will be If the Goods are used in a nuclear facility or activity without a supporting quotation, Badger Meter disclaims all liability for any damage, injury or contamination and Buyer shall indemnify and hold Badger Meter, its shareholders, directors, officers, agents, employees, successors, assigns and customers, whether direct or indirect, harmless from and against any and all Losses (as defined in Section 17) which they, any of them, may sustain or incur, whether as a result of breach of contract, warranty, tort (including negligence), strict liability or other theories of law, by reason of such use. The foregoing shall not be deemed to imply

or impose liability on Badger Meter where the Goods are used in a nuclear facility or activity with a supporting quotation; all limitations and exclusions in this Agreement and in Badger Meter's Limited Warranty shall apply.

18. Limitation of Liability.

Cap on Liability. Either party's aggregate liability in any and all claims and causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the total amount paid by Buyer to Badger Meter under this Agreement, whether the Causes of Action are in tort including, without limitation, negligence or strict liability, in contract, under statute or otherwise.

Limitation and Exclusion of Damages. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, BADGER METER'S LIABILITY AND BUYER'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. NEITHER BADGER METER NOR BUYER SHALL BE LIABLE FOR: (I) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, DIRECT OR INDIRECT LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, SHUTDOWN OR SLOWDOWN COSTS, OR LOSSES RELATING TO COLLATERAL CONTRACTS, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE)

UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; (II) ANY IN/OUT COSTS; (III) ANY MANUAL METER READING COSTS AND EXPENSES NOR (IV) ANY COSTS AND EXPENSES TO REMOVE PRODUCT FOR WARRANTY ANALYSIS, OR RE-INSTALLATION COSTS AND EXPENSES; "IN/OUT COSTS" MEANS ANY COSTS OR EXPENSES INCURRED BY BUYER IN TRANSPORTING GOOD BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES. "END USER" MEANS ANY END USER OF THE WATER OR GAS THAT PAYS BUYER FOR THE CONSUMPTION OF WATER OR GAS, AS APPLICABLE.

Limitations Unconditional. The limitations on liability set forth in this Agreement are fundamental inducements to Badger Meter entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Badger Meter the maximum protection permitted under law.

The limitations on liability set forth in this Agreement are fundamental inducements to the Buyer entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give the Buyer the maximum protection permitted under law.

Limit on Actions. To the maximum extent permitted by law, no Cause of Action may be instituted by one party against the other more than twelve (12) months after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than twelve (12) months prior to the filing of the Cause of

Action shall be recoverable. Notwithstanding any provision to the contrary, the parties' do not limit their liability for property damage or personal injury.

19. Confidentiality.

Generally. Buyer acknowledges that all Badger Meter Confidential Information (as defined below) which may be disclosed to it by Badger Meter or its affiliates or suppliers shall at all times, during and after expiration or termination of this Agreement for any reason, remain Badger Meter's exclusive property, and Buyer shall not acquire any proprietary interest whatsoever therein. Buyer shall (and shall cause its employees and contractors to) keep all Badger Meter Confidential Information strictly confidential and shall not disclose it to any third party or use it, except to the extent reasonably required to perform this Agreement or as required under applicable law, court order or regulation. As used herein "Badger Meter Confidential Information" means any and all non-public information of Badger Meter, including without limitation all non-public data, specifications, equipment and product information, prototypes, drawings, technical information, engineering drawings, forecasts, sales data, "know-how", designs, computer programs, processes, inventions, current and future (unreleased) products and technology, and confidential business information such as cost data, profit margins, sales strategies, supplier information, procurement requirements, employee information, customer preference or needs, customer data and employee capabilities which are not available to the public, unpublished U.S. and foreign patent applications, invention disclosure forms, all technical information about products or services, pricing information, marketing

and marketing plans, Goods performance, Goods architecture and design, other business and financial information, software, third party information Badger Meter is required to keep confidential, any materials derived from or based upon Badger Meter Confidential Information, and all trade secrets. Badger Meter Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by Buyer. Notwithstanding the foregoing, "Badger Meter Confidential Information" shall not include:

(i) any information that is in the public domain other than due to Buyer's breach of this Agreement; (ii) any information Buyer can demonstrate by documentary evidence was in the possession of the Buyer without restriction prior to disclosure by Badger Meter; or (iii) information made publicly available by Buyer to, as Buyer deems necessary, comply with Florida law or judicial order; provided; however, Badger Meter is, to the extent legally permitted, (a)provided written notice as soon as practicable prior to disclosure of any public records request for records that may be foreseeably deemed confidential by Badger Meter; and (b) provided the opportunity to assert any legally sound exceptions to disclosure, if available. If Badger Meter provides any records to Buyer that it deems confidential, Badger Meter shall clearly label such documents as "CONFIDENTIAL," provide an explanation as to why such records are exempt from public records along with all citation(s) to Florida Statutes supporting the exemption(s), and provide an unredacted and redacted version of such records to Buyer; such records shall not be disclosed to the extent they are legally exempt from disclosure. For purposes of this section, "records" includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, and other material. Upon

expiration or termination of this Agreement for any reason, and otherwise upon Badger Meter's request, Buyer shall, within fifteen (15) days surrender to Badger Meter all plans, drawings, specifications, sketches, literature, samples, documents and other tangible objects and copies thereof relating to Badger Meter Confidential Information and all of Badger Meter's or its affiliates' or suppliers' property. Nothing in this Agreement shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides Badger Meter, its affiliates or suppliers with broader protection than that provided herein.

Notwithstanding any provision to the contrary, Badger Meter shall comply with public records laws, and specifically, shall: (1) keep and maintain public records required by the Buyer to provide the services and goods purchased; (2) upon request from the Buyer's custodian of public records, provide the Buyer with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Badger Meter does not transfer the records to the Buyer; and, (4) upon completion of the Agreement, transfer at no cost to the Buyer all public records in possession of Badger Meter, or keep and maintain public records required by the Buyer to provide the services and goods. If Badger Meter transfers all public records to the Buyer upon completion of the Agreement, Badger Meter must destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If Badger Meter keeps and maintains public records upon completion of the Agreement, Badger Meter shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Buyer, upon request from the Buyer's custodian of public records, in a format that is compatible with the information technology systems of the Buyer.

IF BADGER METER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BADGER METER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 847-8147, PRR@MYPASCO.NET, OR 7536 STATE STREET, NEW PORT RICHEY, FL 34654.

Under Florida law, failure to provide the public records to the Buyer within a reasonable time may implicate penalties under section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement. This section shall survive the expiration or termination of this Agreement.

Engineering Data. All engineering data, design information and engineering and shop drawings used in the completion of Buyer's order are and shall remain Badger Meter's property. Buyer shall not copy, distribute or communicate to any third party such data without Badger Meter's prior written permission. However, Buyer shall distribute appropriate product data regarding operation, safety and maintenance to the end user.

Personal Information Safeguards. This Section will apply unless superseded by a prior agreement. Under this Agreement, Badger Meter will not receive, or have access to, use or store Personal Information (as defined below), unless otherwise notified by Buyer with written notice that such information is pertinent to the transaction. If however, Badger Meter receives, or has access to, uses or stores Personal Information under this Agreement, then this will apply (in addition to Section 18 [Confidentiality]).

"Data Protection Law" means: (a) the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 (as updated); (b) any other applicable data privacy legislation or regulation; and (c) Badger Meter's privacy policy (available here.)

"Personal Information" means any information relating to an identified natural person or a directly or indirectly identifiable natural person.

To the extent Badger Meter receives, or has access to, uses or stores Personal Information under this Agreement, Badger Meter will:

- immediately notify Buyer in writing;
- implement and maintain administrative, physical, and technical safeguards ("Safeguards") that meet or exceed relevant industry standards and that protect the security and privacy of Personal Information. Badger Meter will not permit access to Personal Information except to those who need to know it in order to perform under this Agreement, and will ensure that any third party accessing Personal Information protects it with Safeguards at least as strong as Badger Meter's Safeguards;

- upon Buyer's instruction and in accordance with Badger Meter's electric record retention policy, delete such Personal Information immediately or return it to Buyer in a secure manner and delete all remaining copies of Personal Information after such return and provide documentation of the deletion to Buyer;
- not use the Personal Information for any other purpose than compliance with its' obligations under this Agreement; and
- if Badger Meter has reason to believe that Personal Information is reasonably likely to have been accessed for an unauthorized purpose or by unauthorized persons (a "Breach"): (a) promptly notify Buyer in writing (b) reasonably assist Buyer in investigating and remedying any Incident and any related inquiry or claim; and (c) provide Buyer with reasonable assurance that Badger Meter has corrected all circumstances under Badger Meter's control that led to the Incident.

20. Returns. No Goods may be returned for credit or repair without a Returned Material Authorization (RMA) issued by Badger Meter. Badger Meter reserves the right to reject return if Buyer does not get prior authorization and RMA. Authorized return shipments must be returned in original packaging and in good condition to Badger Meter's designated receiving point, must be accompanied by a packing slip, including Badger Meter's RMA number, and must have transportation charges prepaid. NO RETURNS ACCEPTED WITHOUT PRIOR BADGER METER AUTHORIZATION EVIDENCED BY A VISIBLE RMA NUMBER ON THE OUTSIDE OF THE PACKAGE. If returned Goods are severely damaged in shipping, based on poor packing, they may not be eligible for credit. Correspondence concerning all returned Goods must be addressed to the appropriate Badger Meter office and party. Badger Meter reserves the right to deduct an service charge to cover actual, direct costs incurred for inspection, testing and handling from any credit, plus freight, insurance, packing, import and export costs. Unused or uninstalled product

returns received prior to 90 days after invoice date are eligible to be credited back to the customer with Badger Meter approval. Only current versions of other products are eligible to be credited back to the customer. Badger Meter reserves the right to charge a restocking fee.

21. Assignment. This Agreement may not be assigned by either party without the written consent of the other (which consent shall not be unreasonably withheld). However, consent will not be required for assignment of rights and obligations to a third party as a result of a merger or acquisition, or sale of all or substantially all of Badger Meter's assets to such third party, provided the assignee agrees in writing to be bound by the terms and conditions set forth in the Agreement, and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Florida; or Badger Meter may assign all or any of its rights and obligations to an affiliate of Badger Meter, provided Badger Meter remains liable for the said affiliate's compliance with the terms and conditions set forth in this Agreement.

22. Governing Law and Dispute Resolution. This Agreement and all disputes hereunder shall be governed by, resolved and construed under the internal laws of the State of Florida without regard to rules relating to conflict of laws. Neither this Agreement nor sales hereunder shall be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Upon expiration or termination of this Agreement for any reason, Badger Meter shall have all of the rights and remedies provided by law, including, without limitation, the rights of a secured party under Chapter 409, Wisconsin Statutes or any successor statute or similar statute in the jurisdiction

where Buyer is located or stores the Goods.

VENUE FOR ANY SUIT OR ACTION RELATING TO OR ARISING OUT OF ANY GOODS PURCHASED FROM OR SERVICES PERFORMED BY BADGER METER SHALL LIE EXCLUSIVELY IN THE WEST PASCO JUDICIAL CENTER IN NEW PORT RICHEY, FLORIDA (FOR STATE CLAIMS) AND THE MIDDLE DISTRICT COURT OF FLORIDA – TAMPA DIVISION (FOR FEDERAL CLAIMS)Buyer, AND BUYER AND BADGER METER CONSENT TO THE JURISDICTION OF SUCH COURTS AND AGREES TO APPEAR IN ANY SUCH ACTION UPON WRITTEN NOTICE THEREOF.

23. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Non-Waiver. Failure or delay of either party to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

25. Government Contracts. If the provision of Goods by Badger Meter under accepted orders is subject to mandatory provisions of U.S. law concerning contracts or subcontracts with or for the benefit of the U.S. or any state or other national government, Buyer shall so notify Badger Meter in advance of order acceptance specifying the mandatory

provisions of U.S, state or other national government law which apply.

26. Cumulative Remedies. Each party's rights and remedies under the Agreement are cumulative and in addition to all other rights and remedies available to the party at law or in equity.

26. Relationship of Parties. Buyer and Badger Meter are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, agency or employment relationship Neither party has nor will have any power to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party.

27. Scrutinized Companies. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the Buyer for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

By signing this Agreement, Badger Meter certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The Buyer agrees to notify the Buyer if placement on any of the aforementioned lists occurs or if Badger Meter is engaged in a boycott of Israel or has business operations in Cuba or Syria.

The Buyer may terminate this Agreement if Badger Meter certification above is found to be false; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or has been engaged in business operations in Cuba or Syria. In addition to possible termination of this Agreement based on the above grounds, the Buyer will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

28. Discriminatory Vendor List. Pursuant to Section 287.135, Florida Statutes, by accepting this Agreement, Badger Meter certifies that: (1) it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes; (2) it is not participating in a boycott of Israel; (3) it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; and (4) it is not engaged in business operations in Cuba or Syria.

The Buyer reserves the right to terminate this Agreement if it finds that: (1) any of the above certifications are false; (2) Badger Meter has been placed on the Scrutinized Companies that Boycott Israel List; (3) Badger Meter is engaged in a boycott of Israel; (4) Badger Meter has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; or (5) Badger Meter is engaged in business operations in Cuba or Syria. Notwithstanding the foregoing, the parties are aware of the Eleventh Circuit Court's decision in Odebrecht Constr. v. Sec'y, Fla. DOT, 715 F.3d 1268 (11th Cir. 2013), and agree that the provisions of sections 287.135(1)-(5), Florida Statutes, pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Agreement, unless and until the Eleventh Circuit Court's decision in that case is overturned.

29. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES.
Badger Meter certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price, and any additions thereto, shall be adjusted to exclude any significant sums by which the Buyer determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The Buyer may exercise its rights under this "certification" within one (1) year following final payment.

Pursuant to subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid,

proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. Badger Meter agrees to include this provision in all contracts it issues as a result of this Agreement.

30. PROHIBITION AGAINST CONTINGENCY FEES. In accordance with the provisions of section 287.055, Florida Statutes, Badger Meter warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Badger Meter to solicit or secure this Agreement and that Badger Meter has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Badger Meter, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Buyer shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

31. E-VERIFY. A contractor or consultant entering into a contract

with a public entity (such as the Buyer) is required to be registered with the U.S. Department of Homeland Security's E-Verify System and to utilize it to verify the work authorization status of all newly hired employees throughout the term of the contract. The contractor or consultant shall also be required to obtain and retain affidavits from all subcontractors or subconsultants utilized during the contract verifying that they do not employ, contract with, or subcontract with any unauthorized aliens as that term is defined in 8 U.S.C.S. 1324a(h)(3). The failure to comply with this requirement constitutes grounds for termination of the contract and for such other penalties as provided under section 448.095, Florida Statutes.

If a public employer has terminated a contract with a contractor for failure to comply with the requirements of the paragraph above, the contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated.

The Buyer reserves the right to request verification of compliance from its consultants and contractors during the term of its contract with the Buyer and for a period of up to five (5) years thereafter. Should a Buyer-retained consultant, contractor, and/or its subconsultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant, contractor and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the county as a result of such non-compliance. Compliance with this section is mandatory for all projects.

32. TELECOMMUNICATIONS. Badger Meter certifies that the goods or services sold to the Buyer are not covered telecommunications equipment under 2 Code of Federal Regulations § 200.216.

33. RECORDS. Badger Meter shall keep and maintain its accounting records and supporting documentation related to the services, work, information, expenses, costs, invoices and materials provided and/or performed pursuant to the requirements of this Agreement for a minimum of five (5) years from the date of termination or expiration of this Agreement. The Buyer, its authorized agents, and any representatives of federal and state agencies funding the Agreement ("Agencies") shall, with reasonable prior notice, have the right to audit, inspect and copy all such accounting records and supporting documentation as often as they deem reasonably necessary during the Term of the Agreement and during the five (5)-year period after the date of final payment or termination hereof. Any auditing, inspections or copying of Badger Meter's accounting records and supporting documentation performed by the Buyer or Agencies shall be conducted during normal business hours upon reasonable prior notice to Badger Meter and shall be at the sole expense of the Buyer or the Agencies.

Badger Meter specifically acknowledges that if state funding is utilized for the Agreement, Badger Meter will agree to cooperate with any audit initiated by the Office of the Auditor General of the State of Florida or any successor office. Such cooperation includes any investigation, audit, inspection, review, or hearing pursuant to

Section 20.055(5), Florida Statutes.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have executed these Negotiated Badger Meter Terms and Conditions of Sale effective as of the last date set forth below.

(SEAL)

ATTEST:

NIKKI ALVAREZ-SOWLES, ESQ.
PASCO COUNTY CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: _____
JACK MARIANO, CHAIRMAN

_____
DATE

BADGER METER, INC.

BY: _____
SIGNATURE

Monique D. White
PRINT NAME

Assistant Secretary and Proposal Lead
TITLE

April 13, 2026
DATE

NOTARY ACKNOWLEDGMENT

STATE OF Wisconsin }
} ss
COUNTY OF Milwaukee }

The foregoing instrument was acknowledged before me on April 13th, 20 26, by means of:
[X] **physical presence** or
[ ] **online notarization**
by ***[as applicable, complete one (1) of the four (4) choices below]***:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] Monique D. White, who executed the foregoing instrument as
[Title] Assistant Secretary and Proposal Lead of
[Corporation or Company Name] Badger Meter, Inc., a:
[X] **corporation** or
[ ] **limited liability company**
organized under the laws of [State] Wisconsin.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name] _____, Partner (or Agent), on behalf of

[Name of Partnership] _____, a [State] _____ partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] _____, as attorney in fact for [Principal Name] _____.

****

Said person is (check one below):
[X] **Personally known to me**, or
[ ] **Has produced** _____ **as identification.**

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

Dakota M. Collofello
Print Notary's name
(This line is required to be completed by §117.05, F.S.)

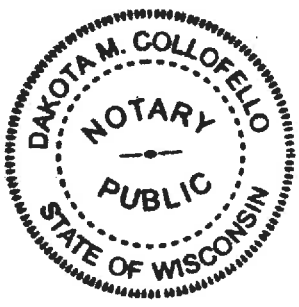


EXHIBIT A

Additional Terms and Conditions for BEACON®, RADAR®, and TELOG® REMOTE MONITORING

The Negotiated Badger Meter Terms and Conditions of Sale agreed to by and between Pasco County, Florida ("you" or the "County") and Badger Meter, Inc. dated March 10, 2026 (the "Negotiated Terms and Conditions") are incorporated herein and made part hereof by reference. These Additional Terms and Conditions supplement the Negotiated Terms and Conditions with respect to the use of the (i) BEACON Software as a Service (SaaS) solution; (ii) RADAR Pressure Management Data Platform; and (iii) Telog Remote Monitoring software.

BEACON SaaS Solution

The use of the BEACON SaaS solution is subject to the Badger Meter BEACON AMA Managed Solution General Agreement, as it was last modified on April 17, 2014, located here: https://www.beaconama.net/agreement

RADAR Pressure Management Data Platform and Telog Remote Monitoring Platform Terms of Use

Welcome. Badger Meter, Inc. ("**Badger Meter**", "**we**" or "**us**") owns and operates RADAR® and TELOG® Remote Monitoring metering analytics solutions (the "**Solutions**"), and the corresponding websites including https://radar.syrinix.com/login and https://app.telogdhs.net/ (the "**Websites**"). Together, the Solutions and the Websites are the "**Platforms**." These terms and conditions (the "**Terms of Use**") govern your access to and use of the Platforms and any content, functionality and services offered on or through the Platforms.

Please read these Terms of Use carefully. By accessing or using the Platforms, you agree that you are entering into a binding agreement with us. If you do not agree to these Terms of Use, you must not access or use the Platforms.

Use of the Platforms

Eligibility Requirements. The Platforms are offered and available to users who are 18 years of age or the applicable age of majority. By using the Platforms, you agree that you are of legal age to form a binding contract with Badger Meter. You also represent that you will follow all local, state, federal, or any other statutes applicable to your use of the Platforms. If you do not meet all of these requirements, you must not access or use the Platforms.

Changes to the Terms of Use. We may revise and update these Terms of Use from time to time in our sole discretion. We encourage you to review them regularly. All changes to these Terms of Use are effective immediately when we post them. By continuing to use the Platforms, you agree that you accept those changes unless written notice is provided to Badger Meter within thirty (30) days of the changes being posted.

We will endeavor to notify you of material changes by posting a notice on the Platforms or by another means of communication.

Privacy Policy. We collect Personal Information when you use the Platforms. Please review our Platform Privacy Policy available at https://beaconama.net/privacy for more information about how we use, collect, and disclose Personal Information. Notwithstanding any term to the contrary, Badger Meter will notify the County of any breach of Personal Information within forty-eight (48) hours of confirming a breach that impacts the County has occurred.

Accurate Information. To access the Platforms or some of the resources they offer, you may be asked to provide certain information about yourself such as your name and email address. You agree to provide correct, current and complete information and not to impersonate a third party.

Errors. While we try to provide the Platforms without error, we cannot guarantee that the Platforms are complete, current, or error-free or that your access to the Platforms will be uninterrupted, timely, or secure. If we discover errors, we will make reasonable efforts to correct those errors.

Outages. We try to keep the Platforms up and running and available to you. However, the Platforms may be unavailable for a variety of reasons. You agree that we are not responsible for any damages or losses caused by any outages, delays, or other failures of the Platforms.

Mobile Application Updates. Where applicable, you may be required to update the Mobile App to continue using it. You acknowledge that we may update the Platforms, including the Mobile App, without requiring any additional consent or action from you.

Accounts

User Accounts. To use certain features of the Platforms, you may be required to register for a user account or use an existing account ("**Account**"). You acknowledge that your Account is personal to you and agree not to provide any other person with access to the Platforms or portions thereof and not to share your user name, password or other security information.

Protecting Your Account. We recommend using a strong, unique password to protect your Account and changing that password on a regular basis. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other Personal Information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Closing your Account. If you no longer wish to use the Platforms, you may have the right to delete your Account at any time. You may delete your Account by requesting for deletion through each respective application or by contacting your account representative or techsupport@badgermeter.com.

Suspension or Termination of Your Account. We may suspend or terminate your Account or use of the Platforms for breach of these Terms of Use, with or without notifying you beforehand. In such a case, your ability to access and use the Platforms is immediately terminated. We shall not be liable to you or any third party for any termination or suspension of your ability to access or use the Platforms. We may also take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.

Intellectual Property

Ownership of the Platforms. Badger Meter or its licensors own the Platforms and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof). The Platforms are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Any unauthorized use of any

trademarks, trade dress, copyrighted materials, or any other intellectual property belonging to Badger Meter or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law.

Right to use the Platforms. Subject to your compliance with these Terms of Use, we grant you a limited, non exclusive, revocable, non transferable, non sublicensable right and license to install and use the Platforms. All rights not expressly granted to you in these Terms of Use are reserved and retained by Badger Meter, or our licensors, suppliers, rights holders, or other content providers.

Use of Marks. The Badger Meter logo and all related names, logos, product and service names, designs and slogans ("**Marks**") are registered trademarks and service marks of Badger Meter or its affiliates or licensors. You do not have the right to use any Marks except as expressly agreed to in writing by Badger Meter. In addition, the Platforms may contain third-party marks and third-party copyrighted materials, which are the property of their respective owners. Nothing in these Terms of Use grants to you any rights in or to those third-party marks or materials without such third-party's consent.

PROHIBITED USES AND CONDUCT

You agree not to:

- Use the Platforms in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platforms, including their ability to engage in real time activities through the Platforms, or which may harm Badger Meter or users of the Platforms or expose them to liability;
- Reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Platforms, except as otherwise permitted under these Terms of Use;
- Use the Platforms in any manner that could disable, overburden, damage, or impair it;
- Use any robot, spider or other automatic device, process or means to access the Platforms for any purpose, including monitoring or copying any of the data or materials on the Platforms;
- Use any manual process to monitor or copy any of the data or materials on the Platforms or for any other unauthorized purpose without our prior written consent;
- Interfere with the proper working of the Platforms;
- Provide or introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or harmful;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platforms, the servers on which the Platforms are stored, or any server, computer or database connected to the Platforms; and
- Attack the Platforms via a denial-of-service attack or a distributed denial-of-service attack.

Third Party Links

The Platforms may contain links to other websites and resources provided by third parties. These third-party links are provided for your convenience only. Badger Meter has no control over the contents of those websites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked on the Platforms, you do so entirely at your own risk and subject to the terms and

conditions of those websites.

Export Controls
The Platforms may be subject to export control laws, including the US Export Control Reform Act and its associated regulations. You may not directly or indirectly, export, re-export, or release the Platforms to, or make the Platforms accessible from, any country, jurisdiction or person to which export, re-export, or release is prohibited by applicable law.

US Government Rights
Each of the Platforms are a "commercial product" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if you are an agency of the US Government or any contractor, you only receive those rights with respect to the Platforms as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

Class Action Waiver.
You agree that you may bring claims against Badger Meter only in your individual capacity and not as a plaintiff or class member in any purported class, representative or collective proceeding. If the foregoing class action waiver is deemed invalid or unenforceable, you and Badger Meter each agree not to seek, and waive any right, to or otherwise resolve any dispute through class or collective claims.

Text Messages and Push Notifications
Badger Meter may offer you the ability to receive notifications connected to your use of the Platforms via push notifications or text message, subject to your consent. If you provide us with your phone number and consent, we will send you text notifications in connection with your use of the Platforms via a third party service. You can opt out of receiving further text messages at any time by replying "STOP" to any text message you receive from us. Additionally, you can turn off push notifications by changing the settings on your mobile device.

Disclaimer of Warranties
YOUR USE OF THE PLATFORMS IS AT YOUR OWN RISK. THE PLATFORMS, PLATFORM CONTENT AND ANY SERVICES OBTAINED THROUGH THE PLATFORMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BADGER METER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATED TO THE PLATFORMS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON INFRINGEMENT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

Neither Badger Meter nor any person associated with Badger Meter makes any warranty or representation regarding the completeness, security, reliability, quality, timeliness, accuracy or availability of the Platforms or any errors or omissions in the Platforms. Badger Meter makes no warranty or representation that the Platforms will be uninterrupted or error-free, the Platforms are free of viruses or other harmful components, the Platforms or the services obtained through the Platforms will otherwise meet your needs or expectations, and that defects in the Platforms will be corrected.

Badger Meter will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Platforms, unless Badger Meter is at fault for such loss or damage.

These exclusions and limitations will not apply if prohibited by applicable law.

Limitations on Liability

CONSEQUENTIAL DAMAGES EXCLUSION. BADGER METER WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO (A) YOUR USE OF THE PLATFORMS; (B) YOUR INABILITY TO ACCESS OR USE THE PLATFORMS; (C) THE RESULTS OF YOUR USE OF THE PLATFORMS; (D) A DATA SECURITY OR PRIVACY INCIDENT RELATED TO YOUR USE OF THE PLATFORMS; (E) LOST, CORRUPTED, OR COMPROMISED DATA RELATED TO YOUR ACCOUNT OR THE PLATFORMS; (F) UNAUTHORIZED ACCESS TO OR USE OF YOUR ACCOUNT OR THE PLATFORMS; OR (G) ANY TOTAL OR PARTIAL PERFORMANCE FAILURE OR MALFUNCTION OF THE PLATFORM. THIS LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES EXCLUSION WILL APPLY WHETHER YOUR CLAIM IS BASED UPON A BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CAP ON DAMAGES. IN NO EVENT WILL BADGER METER BE LIABLE TO YOU FOR ANY CLAIMS ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORMS IN AN AMOUNT GREATER THAN THE AMOUNT PAID BY THE COUNTY TO BADGER METER FOR USE OF THE PLATFORMS.

Any cause of action or claim either party has against the other, arising out of or relating to these terms of use or the Platforms, must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

Indemnification

Subject to the provisions of section 768.28, Florida Statutes,, you agree to defend, indemnify and hold harmless Badger Meter, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your gross negligence or willful misconduct. This indemnification provision does not apply to Badger Meter's intentional conduct.

Badger Meter shall indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the County's Indemnified Parties to the extent such Claims in any way relate to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the licensed software, provided County shall: (a) inform Badger Meter in writing within 5 business days of any such Claims regarding or involving Badger Meter's intellectual property; (b) give Badger Meter sole control of the defense and settlement of the Claims; (c) provide Badger Meter with all available information and assistance relating to the Claims and cooperates with Badger Meter and its counsel; (d) not compromise or settle such Claims, other than with Badger Meter's written approval; (e) not be in material breach of any agreement with Badger Meter. Notwithstanding the foregoing, Badger Meter's obligations in the section shall not apply where: (i) the product or software is used in combination with equipment, software or other products not supplied, required or recommended by Badger Meter; (ii) the

Badger Meter's product underwent an unauthorized modification by the County (including by its employees, contractors, affiliates, or another third party); or (iii) Badger Meter's product or software is used other than permitted by these Terms of Use.

Governing Law and Jurisdiction
All matters relating to the Platforms and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Platforms shall be instituted exclusively in the West Pasco Judicial Center in New Port Richey, Florida (for state claims) or the Middle District Court of Florida – Tampa Division (for federal claims).

Waiver and Severability
No waiver by Badger Meter of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of either party to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement
The Terms of Use constitute the sole and entire agreement between you and Badger Meter with respect to your individual use of the Platforms and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platforms.

Assignment
Except as expressly permitted under these Terms of Use, you may not assign, transfer, delegate, or sublicense any or all rights or obligations under these Terms of Use may not be assigned by either party without the written consent of the other (which consent shall not be unreasonably withheld). However, consent will not be required for assignment of rights and obligations to a third party as a result of a merger or acquisition, or sale of all or substantially all of Badger Meter's assets to such third party, provided the assignee agrees in writing to be bound by these Terms of Use, and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Florida; or Badger Meter may assign all or any of its rights and obligations to an affiliate of Badger Meter, provided Badger Meter remains liable for the said affiliate's compliance with these Terms of Use.

Badger Meter

4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

CERTIFICATION OF SIGNATURE AUTHORITY

I certify as follows:

By Board Resolution adopted by the Board of Directors of Badger Meter, Inc. and in full force and effect as of this date:

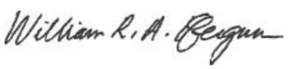
The following *elected executive officers* are, among other things, hereby authorized to execute, amend, and cancel bids and contracts for the sale of products, distributor and representative agreements, bid bonds, surety bonds, contracts, leases and certain other legally binding documents in the ordinary course of business, in the name of Badger Meter, Inc.

Kenneth C. Bockhorst	Chairman, President and Chief Executive Officer
Robert A. Wrocklage	Executive Vice President – North America Municipal Utility
Matthew L. Stuyvenberg	Executive Vice President – Software, Global Commercial, and International Utility
William R. Bergum	Vice President – General Counsel and Secretary
Kim K. Stoll	Vice President – Customer Support and General Manager – SmartCover
Daniel R. Weltzien	Vice President – Chief Financial Officer and Treasurer
Christina M. Tarantino	Vice President – Controller

Pursuant to the Power granted by the Board of Directors, the following *elected non-executive officers* are hereby authorized to execute, amend, and cancel bids, bid-related contracts and documents, requests for proposals and quotes, and all other bid-related documentation in the name of Badger Meter, Inc.

Allison M. Cardona	Assistant Secretary	Lead – Proposals
Wayne Dennis	Assistant Secretary	Sr. Director – International Sales, Marketing, & Business Dev.
Charla D. Dury	Assistant Secretary	Lead – Proposals
Claire A. Evans	Assistant Secretary	Director – International Human Resources
Nicholas J. Gemmell	Assistant Secretary	Director – Senior Legal Counsel
Matthew B. Gieseke	Assistant Secretary	Lead – Proposals
Charity D Granberry	Assistant Treasurer	Sr. Manager – Accounting
Shauna A. Griffin	Assistant Secretary	Sr. Director – Sales, North America
Rod Krings	Assistant Secretary	Director – Turnkey Operations
David A. Miller	Assistant Secretary	Director – Legal Counsel
Rachel J. Meyer	Assistant Secretary	Manager – Proposals
Heather J. Oelhafen	Assistant Treasurer	Manager – Credit
Jevgeni Neufeld	Assistant Treasurer	Director – Finance
Michael Steiner	Assistant Secretary	Director – International Operations
Kavin Tedamrongwanish	Assistant Secretary	Director – Legal Counsel
Monique D. White	Assistant Secretary	Lead – Proposals
Simon Unger	Assistant Secretary	Bids Manager International
Corey T. Williams	Assistant Secretary	Sr. Director – Business Development

BY:



January 1, 2026
Date

William R. A. Bergum,
Vice President - General Counsel & Secretary
Badger Meter, Inc.

PASCO COUNTY FLORIDA

Purchasing EXCEPTION Form

This form MUST be submitted when a Department intends to utilize an exception to open competition. All backup documentation, including justification for the exception must be submitted with this form.

Buyer/PA: Flora Pinson Date: 10/15/25

Req #: _____ Dollar Amount: $9,146,855.00

Vendor: Badger Meter

Description of item(s) or service(s) to be purchased: Badger meter products used by Pasco County Utilities

____ **CONFIDENTIAL PURCHASE** (complies with detailed requirements stated in Fla. Stat. sec.119.0725) *

Select the appropriate EXCEPTION (Select ONLY 1 of the following: Sole Source, Cooperative, Florida Term Contract, Piggy Back OR Exempt)

____ **Sole Source:** (provide sole source justification and current Sole Source letter from the vendor)

____ **Cooperative Purchase:** Cooperative:_____ Contract #:_____

____ **Florida State Term Contract** (issued by Department of Management Services only) #: _____

____ **Piggyback:**

____ Non-DMS Florida Contracts: Agency:_____ Contract #:_____

____ Other Government Contract: Agency:_____ Contract #:_____

✓ **Exempt Purchase** (Dept. is responsible for verifying the request complies with detailed requirements stated Ordinance Sec. 2-103):

____ b. The Good or Service is subject to a trial program by the County;

____ c. Utilizing a competitive process will be detrimental to timely securing of needed Goods/ Services;

____ d. It is a purchase of Goods or Services related to Cybersecurity as defined in section 119.0725, Florida Statutes *

____ e. There exists only one responsible vendor including one manufacturer or sales representative;

____ f. Although there exists more than one responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the County, will otherwise injure the County's financial interests or will substantially impede the County's administrative functions or the delivery of services to the public;

✓ g. Is required to maintain interchangeability or compatibility and available from only one source;

____ h. Is required to standardize or maintain standardization;

____ i. Is required to match materials in use, so as to produce visual harmony;

____ j. Is prescribed by a Professional or Consultant;

____ k. Is required to enable use by a specific individual;

____ l. Is the subject of a change order and/or contract modification when not practical to engage another contractor;

PASCO COUNTY FLORIDA

____	m.	Renewal of software licenses & associated maintenance and support services;
____	n.	Extensions of an existing contracts or renewals of an existing contract;
____	o.	Membership dues/fees for trade, professional, legal, government associations;
____	p.	Conference/workshop registrations, training classes, certification/testing;
____	q.	Speakers, lecturers, musicians, actors/performing artists; artistic services;
____	r.	Maintenance, training, services, parts and/or warranties for existing equipment and systems provided by the original equipment manufacturer (OEM) or sole authorized agent;
____	s.	Franchised garbage service, utilities and other related natural monopolies;
____	t.	Registrations, licenses, certifications, permits, tolls, fees and other regulatory requirements;
____	u.	Goods and/or Services provided by other public (government)agencies (including universities);
____	v.	Advertising;
____	w.	Postage and parcel services;
____	x.	Medical and veterinary Goods and Services, and pharmaceuticals;
____	y.	Purchase of library books, reference books and materials;
____	z.	Professional Services;
____	aa.	Legal Services selected by the County Attorney;
____	bb.	Employee recruitment services;
____	cc.	Goods or Services provided by a non-profit organization (as defined by Florida Statute Chapter 617);

Describe the JUSTIFICATION for the selected EXCEPTION:

Badger is the sole manufacturer and distributor of badger meter utility products for the State of Florida. Badger meters and reading equipment are currently the standardized equipment used throughout Pasco County for all residential and commercial utility meters and utility usage reading equipment. This exempt purchase is for badger meter utility products to be utilized for the county-wide meter change out program as well as installation in new construction projects. The included quotes are the prices the County will pay for each piece of specified equipment which will be purchased in such quantities as needed for the change out program and installation in new construction projects during FY 2025.

Department Signatures:

Christopher B. Perkins	Christopher Perkins Digitally signed by Christopher Perkins Date: 2025.10.15 14:22:31 -04'00'	10/15/2025
Printed	Signature	Date

Purchasing Director Approval:

	Kimberlie Miller Digitally signed by Kimberlie Miller Date: 2025.10.15 14:33:12 -04'00'	
Printed	Signature	Date

***Chief Information Officer Approval (required if "CONFIDENTIAL ITEM" or item "d" above is selected):**

Printed	Signature	Date

November 2023

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

DATE: April 4, 2024

TO: Distribution

FROM: Carrie C. Roberts, Purchasing Director

SUBJECT: Delegation of Authority

Memo: PU24-0017

This memorandum is to formally advise that the following Purchasing Department personnel has the authority to sign all documents, requiring my signature, at any time that I am out of office.

Kimberlie Miller - Assistant Purchasing Director
Phone: 727-847-8194 Ext 8353

Kathryn Farrelly – Purchasing Manager
Phone: 727-847-8194 Ext 8436

Should you need any further assistance, please contact the Purchasing Department at 727-847-8194
cc via email: Purchasing Department

Mike Carballa, County Administrator
Erik Breitenbach, Internal Services ACA
Cathy Pearson, Public Services ACA
Branford Adumuah, Public Infrastructure ACA
Roy Mazur, Development Services ACA
J.J. Murphy, Public Safety ACA
Andrew Baxter, Facilities Management Director
Barbara Hitzemann, Human Resources Director
Brent Wahl, Fleet Management Director
Jessica Bleser, Fiscal Services Director
Amielee Farrell, OMB Director
Todd Bayley, Chief Information Officer
Andrew Fossa, Emergency Management Director
Capt. Eric Seltzer, Emergency Services/911 Director

CR/kf

PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of the company or individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

Monique D. White
Signature

Monique D. White
Printed Name

Assistant Secretary and Proposal Lead
Title

Badger Meter, Inc.
Name of Company or Individual

April 13, 2026
Date

STATE OF Wisconsin

COUNTY OF Milwaukee

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☒ physical presence or ☐ online notarization, this 13th day of April (month), 2026 (year), by Monique D. White (name of person making statement).

(Signature of Notary Public)

Dakota M. Collofello
(Print Commissioned Name of Notary Public)

☒ Personally Known OR ☐ Produced Identification

Not Applicable
Type of Identification Produced

DAKOTA M. COLLOFELLO NOTARY PUBLIC STATE OF WISCONSIN

Detail by Entity Name

Foreign Profit Corporation
BADGER METER, INC.

Filing Information

Document Number	841521
FEI/EIN Number	39-0143280
Date Filed	09/28/1978
State	WI
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/03/2018
Event Effective Date	12/31/2018

Principal Address

4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Mailing Address

4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Changed: 01/07/2019

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 12/16/2025

Address Changed: 12/16/2025

Officer/Director Detail

Name & Address

Title VP, Secretary, General Counsel

BERGUM, WILLIAM ROBERT AXEL
N63 W29924 Woodfield Ct
Hartland, WI 53029

Title CEO, President, Director

Kenneth, Bockhurst
4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Annual Reports

Report Year	Filed Date
2024	03/15/2024
2025	01/15/2025
2026	03/20/2026

Document Images

03/20/2026 -- ANNUAL REPORT	View image in PDF format
12/16/2025 -- Reg. Agent Change	View image in PDF format
01/15/2025 -- ANNUAL REPORT	View image in PDF format
03/15/2024 -- ANNUAL REPORT	View image in PDF format
04/01/2023 -- ANNUAL REPORT	View image in PDF format
04/24/2022 -- ANNUAL REPORT	View image in PDF format
04/19/2021 -- ANNUAL REPORT	View image in PDF format
02/04/2020 -- ANNUAL REPORT	View image in PDF format
01/11/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/07/2019 -- ANNUAL REPORT	View image in PDF format
12/03/2018 -- Merger	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
03/29/2016 -- ANNUAL REPORT	View image in PDF format
02/26/2015 -- ANNUAL REPORT	View image in PDF format
03/25/2014 -- ANNUAL REPORT	View image in PDF format
04/17/2013 -- ANNUAL REPORT	View image in PDF format
04/23/2012 -- ANNUAL REPORT	View image in PDF format
04/26/2011 -- ANNUAL REPORT	View image in PDF format
04/28/2010 -- ANNUAL REPORT	View image in PDF format
03/18/2009 -- ANNUAL REPORT	View image in PDF format
02/05/2008 -- ANNUAL REPORT	View image in PDF format
12/27/2007 -- Reg. Agent Change	View image in PDF format
03/12/2007 -- ANNUAL REPORT	View image in PDF format
03/03/2006 -- ANNUAL REPORT	View image in PDF format
01/31/2005 -- ANNUAL REPORT	View image in PDF format
01/26/2004 -- ANNUAL REPORT	View image in PDF format
03/24/2003 -- ANNUAL REPORT	View image in PDF format
02/07/2002 -- ANNUAL REPORT	View image in PDF format
02/20/2001 -- ANNUAL REPORT	View image in PDF format
02/09/2000 -- ANNUAL REPORT	View image in PDF format
02/20/1999 -- ANNUAL REPORT	View image in PDF format
04/02/1998 -- ANNUAL REPORT	View image in PDF format

05/02/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
04/10/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PW26-0013 **DATE:** 6/16/2026

SUBJECT: First Amendment to Solicitation No. IFB-KM-24-015 – Cardinal Landscaping Services of Tampa, Inc. – As Needed Landscape Maintenance Services – $1,000,000.00

REFERENCES: IFB-KM-24-015, PW24-0073

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Jason Mickel, Public Works Director

RECOMMENDED BOARD ACTION:

Approve the First Amendment to solicitation no. IFB-KM-24-015 for As Needed Landscape Maintenance Services (Agreement) with Cardinal Landscaping Services of Tampa, Inc. (Cardinal), in the additional annual Not to Exceed (NTE) amount of $500,000.00 for Fiscal Year (FY) 2026; and $500,000.00 for FY 2027, contingent upon future appropriation of funds, resulting in the new cumulative NTE amount of $9,467,350.00 for the initial term of the contract expiring on September 30, 2027. Authorize the Chairman to execute the two originals of the First Amendment, provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On August 21, 2024, the Board of County Commissioners (BCC) approved the award of solicitation no. IFB-KM-24-015, for landscape maintenance services on an as-needed basis to Cardinal in the annual NTE amount of $2,685,000.00 for FY 2025; $2,803,500.00 for FY 2026; and $2,978,850.00 for FY 2027, resulting in the cumulative NTE amount of $8,467,350.00 for the three-year term of the contract beginning on October 1, 2024, and continuing through September 30, 2027. Delegation of Authority was granted to the County Administrator the discretion to approve each of the two one-year renewal options on the same terms and conditions in the NTE amount of $3,211,735.00 for FY 2028; and $3,502,909.00 for FY 2029, pending budget approval for a total NTE contract amount of up to $15,181,994.00 (PW24-0073).

The Public Works Department uses the Agreement to maintain rights of way and continuously assumes new rights-of-way, adding landscape maintenance responsibilities throughout the county. The Public Works Department has identified the need for additional funding for the Agreement to meet the level of service demands.

The Public Works Department, with concurrence from the Purchasing Department, requests approval for additional purchasing authority in the NTE amount of $1,000,000.00, resulting in the new cumulative NTE amount of $9,467,350.00 for the three-year term of the contract expiring on September 30, 2027.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $500,000.00 is budgeted and available for FY 2026 in the County Transportation Trust Fund and Stormwater Management Fund, Public Works

Department. Funding in the amount of $500,000.00 will be budgeted for FY 2027, contingent upon BCC approval of the FY 2027 budget.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain One Original
2. Mail One Original to:

Mr. Michael C. Mantei, President
Cardinal Landscaping Services of Tampa, Inc.
817 E. Okaloosa Avenue
Tampa, FL 33604

ATTACHMENT(S):

1. PW26-0013 First Amendment to Agreement (Two Originals)
2. PW26-0013 Memorandum PW24-0073
3. PW26-0013 Solicitation Documents IFB-KM-24-015
4. PW26-0013 Bid Form
5. PW26-0013 Agreement
6. PW26-0013 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

FIRST AMENDMENT TO AGREEMENT BETWEEN PASCO COUNTY AND CARDINAL LANDSCAPING SERVICES OF TAMPA, INC. FOR THE AS NEEDED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC INFRASTRUCTURE

THIS FIRST AMENDMENT ("Amendment") is made and entered into by and between the Pasco County, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and Cardinal Landscaping Services of Tampa, Inc., whose business address is 817 E. Okaloosa Avenue, Tampa, Florida 33604, hereinafter referred to as the CONTRACTOR.

WHEREAS, the COUNTY awarded solicitation no. IFB-KM-24-015 for "As Needed Landscape Maintenance" Services for Public Infrastructure to the CONTRACTOR, and subsequently entered into an agreement made effective on September 17, 2024 (the "Agreement"); and

WHEREAS, Section 5.1 of the Agreement provides for a cumulative NTE amount of $8,467,350.00 for the initial three-year term of the Agreement; and

WHEREAS, the COUNTY is requesting the CONTRACTOR provide additional Work under the same terms and conditions requiring a new cumulative NTE amount of $9,467,350.00 for the initial term of the Agreement, and

WHEREAS, the CONTRACTOR is agreeable to continuing to provide the services as specified under the terms of this Agreement

NOW, THEREFORE, the COUNTY and the CONTRACTOR, in consideration of the mutual covenants and provisions contained herein, the sufficiency of which are hereby acknowledged, agree as follows:

1. The statements contained in the recitation of facts set forth above are true and correct and are hereby incorporated in and made a part of this Amendment to the Agreement.

2. The COUNTY and CONTRACTOR agree to include and incorporate herein the additional locations and schedules attached hereto as Exhibit "A" and made a part hereof.

3. In light of the additional locations added as Work, paragraph 5.1 of the Agreement is modified to read:

   The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents for the initial three years of this Agreement, subject to the Not to Exceed ("NTE") amount of **$9,467,350.00.** Provided,

however, $500,000.00 of said amount is subject to appropriations by the County for Fiscal Year 2027. The County Administrator shall have the discretion to approve up to two one-year renewal options on the same terms and conditions as the original Agreement, as may be amended, in the NTE amounts of $3,211,735.00 for FY 2028; and $3,502,909.00 for FY 2029, pending budget approval for those years, for a total NTE contract amount of up to $16,181,994.00

4. The terms, covenants, and conditions set forth in the Agreement, except as modified by this Amendment, are approved, ratified, and confirmed in their entirety. The Agreement shall remain in full force and effect until its expiration or termination.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties, hereto have executed this Amendment to the Agreement, effective as of the last day and year entered below.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

By:_____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

By: _____
Jack Mariano, Chairman

Date: _____

CARDINAL LANDSCAPING SERVICES
OF TAMPA, INC.

By:_____

Print Name: Michael C. Mantei

Title: President

Date: 5/27/2026

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Pasco }

The foregoing instrument was acknowledged before me on May 27, 20 26, by means of:
[✓] **physical presence** or
[ ] **online notarization**
by ***[as applicable, complete one (1) of the four (4) choices below]***:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] Michael C. Manter, who executed the foregoing instrument as
[Title] President of
[Corporation or Company Name] Cardinal Landscaping, a:
[✓] **corporation** or
[ ] **limited liability company**
organized under the laws of [State] Florida,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name] _____, Partner (or Agent), on behalf of

[Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] _____, as attorney in fact for [Principal Name] _____.

****

Said person is (check one below):
[X] **Personally known to me**, or
[X] **Has produced** FLDL M530543-67180 **as identification.**

Stacy Narvaiz
Signature of person taking acknowledgment

[Notary Stamp or Seal]

Stacy Narvaiz
Print Notary's name
(This line is required to be completed by §117.05, F.S.)

STACY NARVAIZ
Notary Public
State of Florida
Comm# HH293564
Expires 7/26/2026

EXHIBIT A

PUBLIC WORKS - CARDINAL LANDSCAPING SERVICES OF TAMPA, INC.							
SITE #	SITE NAME	DEPARTMENT	EST. YEARLY FREQUENCY	#0-1 MOWING (Square Ft.)	#0-2 EDGING / LINE TRIMING (Linear Ft.)	#0-3 ROUGH MOWING / BUSH HOG MOWING (Acre)	#0-4 MOWING WITH/AND AROUND LANDSCAPING PLANTS (Square Ft.)
				$0.00193	$0.00650	$ 80.00	$0.00260
54	Wesley Chapel Blvd.-SR 54 (Magnolia Blvd. to 5th Avenue)	Road and Bridge	26	1,444,867	230,880	0	0
56	Elam Road	Road and Bridge	26	11,400	44,701	0	0
57	County Rd 54 Gall Blvd East to 23rd, Zephyrhills	Road and Bridge	26	249,786	20,665	0	0
PUBLIC WORKS, TURF AND RIGHTS OF WAY LOCATIONS (R&B) - (10010350: 2107-43005-541000-534000)							
122	Ranch Road Ponds	Stormwater	7	81,768	3,156	0	0
PUBLIC WORKS, STORMWATER PONDS AND DITCHES LOCATIONS (SW) - (10036510: 2193-43010-538000-534000)							

ESTIMATED FREQUENCIES	
7	*Oct, Apr, May, Jun, Jul, Aug, Sep*
26	*Oct and Nov (2), Dec Jan Feb (1), Mar & Apr (2), May thru Sep (3)*

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PW24-0073 **DATE:** 8/21/2024

SUBJECT: Award of Bid No. IFB-KM-24-015 – Cardinal Landscaping Services of Tampa, Inc. – As Needed Landscape Maintenance Services (Public Infrastructure Branch) – Multi-Year Award - $8,467,350.00

REFERENCES: IFB-KM-24-015

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Jason Mickel, Public Works Director

RECOMMENDED BOARD ACTION:

Approve the Award of Bid No. IFB-KM-24-015 to the lowest, responsive, and responsible bidder, Cardinal Landscaping Services of Tampa, Inc. (Cardinal), for as needed landscape maintenance services (the Public Infrastructure Branch) in the annual Not to Exceed (NTE) amount of $2,685,000.00 for Fiscal Year (FY) 2025; $2,803,500.00 for FY 2026; and $2,978,850.00 for FY 2027, resulting in the cumulative NTE amount of $8,467,350.00 for the three-year term of the contract beginning on October 1, 2024, and continuing through September 30, 2027. Delegate to the County Administrator the discretion to approve each of the two one-year renewal options on the same terms and conditions as the original agreement in the NTE amount of $3,211,735.00 for FY 2028; and $3,502,909.00 for FY 2029, pending budget approval for a total NTE contract amount of up to $15,181,994.00. Authorize the Chairman to execute the two originals of the Agreement provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On March 14, 2024, at the request of the Public Works Department, the Purchasing Department solicited an Invitation for Bid (IFB) for as needed landscape maintenance services (the Public Infrastructure Branch). The specifications were prepared by the Public Works Department. All provisions of the Purchasing Ordinance have been met.

On April 16, 2024, all bids were publicly opened. Four hundred and ninety-seven vendors received automatic email notices. Fifty-seven vendors downloaded the solicitation. Two responses were received, neither of which were from Pasco County. A summary of the document takers list for this solicitation is attached.

The Public Works and Utilities Operations & Maintenance (O&M) Departments use this contract to supplement landscape maintenance activities in County rights-of-ways and at County facilities.

The Public Works Department, with concurrence from the Purchasing Department, requests award to Cardinal, for a cumulative NTE amount of $8,467,350.00 for the contract period beginning on October 1, 2024, and continuing through September 30, 2027, with two optional annual renewals, pending budget approval for a total five-year contract amount of up to $15,181,994.00.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $2,000,000.00 will be budgeted for FY 2025, $2,050,000.00 for FY 2026, and $2,150,000.00 for FY 2027 in the County Transportation Trust Fund, Public Works Department, contingent upon approval from the Board of County Commissioners (BCC) of the various budgets. Funding in the amount of $2,300,000.00 will be requested for FY 2028; and $2,500,000.00 will be requested for FY 2029, contingent upon annual renewals and BCC approval of these budgets.

Funding in the amount of $685,000.00 will be budgeted for FY 2025, $753,500.00 will be budgeted for FY 2026, and $828,850.00 for FY 2027 in the Water and Wastewater Unit Fund, Utilities O&M Department, contingent upon approval from the BCC of the various budgets. Funding in the amount of $911,735.00 will be requested for FY 2028; and $1,002,909.00 will be requested for FY 2029, contingent upon annual renewals and approval from the BCC of these budgets.

DISTRIBUTION:

1. Retain One Original
2. Mail One Original to:
   Mr. Michael C. Mantei, President
   Cardinal Landscaping Services of Tampa, Inc.
   817 E. Okaloosa Avenue
   Tampa, FL 33604

ATTACHMENT(S):

1. PW24-0073 Agreement (Two Originals)
2. PW24-0073 Solicitation Documents IFB-KM-24-015
3. PW24-0073 Document Takers
4. PW24-0073 Bid Form
5. PW24-0073 Bid Tabulation
6. PW24-0073 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

August 23, 2024

Mr. Michael C. Mantei, President
Cardinal Landscaping Services of Tampa, Inc.
817 E. Okaloosa Avenue
Tampa, FL 33604

RE: As Needed Landscape Maintenance Services
C31 PW24-0073

Dear Mr. Mantei:

At the Pasco County Board of County Commissioners meeting of August 21, 2024, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Meeting Overview", scroll down to the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell
Records Clerk III, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

Purchasing and Central Mail Services
Internal Services Building
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone: 727-847-8194

Invitation for Bid

For

AS NEEDED LANDSCAPE MAINTENANCE SERVICES (PUBLIC INFRASTRUCTURE)

March 14, 2024

Solicitation Number:	**IFB-KM-24-015**
Due Date:	**April 16, 2024**
Time Due:	**1:30 p.m., ET**

TENTATIVE TIMELINE

March 14, 2024	Release IFB to the marketplace
April 1, 2024	Deadline for written questions, 1:30 p.m., ET
April 9, 2024	Response to questions to be posted to Bonfire
April 16, 2024	IFB due online Bonfire by 1:30 p.m., ET

ADVERTISEMENT FOR INVITATION FOR BID

The Pasco County Board of County Commissioners invites vendors to submit a bid to provide landscape and ground maintenance services (Public Infrastructure) at various facilities and properties located throughout Pasco County (The County), as per the listed specifications.

In using this method for solicitation, we are requesting your best effort in seeking the lowest cost for our requirements. To be entitled to consideration, online submission shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected offeror to meet all specifications and guidelines set forth herein. Each bid shall be opened and read publicly. The Pasco County Board of County Commissioners (hereinafter, "Pasco County" or "County"), at its discretion, determines the criteria and process whereby bids are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.

If you are unable to download these documents, experiencing any technical issues, or have questions about how to submit, please reach out to support@gobonfire.com.

All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: https://pascocountyfl.bonfirehub.com.

All addendums related to this solicitation will be posted on Bonfire website at https://pascocountyfl.bonfirehub.com. It is the bidder's responsibility to check the Bonfire website for any addendums, responses to bidder questions, or other communications related to this solicitation.

Bids shall be submitted online at https://pascocountyfl.bonfirehub.com. The Pasco County Purchasing Department will only accept bids submitted online. **Bid submissions are due no later than 1:30 p.m., ET, April 16,2024, and will be opened at 2:00 p.m., ET (same day) as noted above.**

Pasco County will ***only*** accept online submissions for this bid. Bids can be submitted online at: https://pascocountyfl.bonfirehub.com. Bids submitted after the bid close date will not be accepted. Note: Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

Solicitations will be publicly opened in accordance with the public notice.

Public Openings are held each Tuesday at 2:00 p.m., ET. A public opening of responses will be conducted at the posted Public Opening following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting. Firms will be able to attend the public opening virtually, see the following instructions:

Microsoft Teams meeting
Meeting ID: 241 088 831 758
Passcode: EK63aF
Download Teams | Join on the web

Or call in (audio only)
+1-850-988-5160, 688629844#
+1 850-988-5160,688629844# United States, Tallahassee
Phone Conference ID: 688 629 844#

Tabulations shall be available thirty (30) days after opening on the Pasco County website at: https://www.pascocountyfl.net/480/Do-Business-with-Us
or upon notice of intended action, whichever is sooner.

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

Carrie C. Roberts, NIGP-CPP, C.P.M., CPPO

Purchasing Director

IMPORTANT! — PLEASE READ CAREFULLY BEFORE SUBMITTING BID

GENERAL PROVISIONS

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (including County Commissioners) regarding requests for proposals, requests for qualifications, bids, or contracts by the Bidders or any member of the Bidder's staff, an agent of the Bidder, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. Nothing herein shall prohibit a prospective Proposer from contacting the Purchasing Director, or Purchasing staff identified in the solicitation, to address concerns or grievances or receive clarification about a particular procurement. In addition, nothing herein shall prohibit a Proposer that has been shortlisted in the Notice of Intent to Award from engaging in contract negotiations with the County staff designated to negotiate the contract.

For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

The prohibition on communication with County Persons (including County Commissioners) by Proposers and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which a Proposer may have an interest outside of the solicitation.

AMERICANS WITH DISABILITIES ACT

Pasco County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary at least twenty- four (24) hours in advance of the meeting. Requests for accommodation may also be directed to the Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654 at (727) 847-8030 or at (727) 847-8949 if you are hearing impaired. Please be advised that if you contact the County by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

ACCEPTANCE/REJECTION/MODIFICATION TO BID

The County may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all bids, (5) extend the deadline for submission of bids, (6) waive non-material defects, and (7) cancel this request, in whole or in part, if the County deems it in its best interest to do so (8) may negotiate with a non-Bidder in the event no bids are received. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of bid or otherwise.

ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of any addendum to the solicitation by identifying the addendum number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by Pasco County by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued addendum may result in bid rejection and disqualification.

ALTERNATIVE BIDS

The Bidder WILL NOT be allowed to offer more than one (1) price (for the goods or services specified). If a Bidder submits more than one (1) price on any item (or service), ALL prices will be rejected for that item.

ANTITRUST

By entering into a contract, the Bidder conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Bidder shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

ASSIGNMENT

The successful Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

AWARD

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the County to be appropriate. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible Bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the Bidder's offered equipment may be used to determine the lowest Bidder. Such analysis may be based upon the Bidder's proposal data and other data which is gathered by the County. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption

costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of Bidders, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. Pasco County reserves the right to award by item, group of items, lowest total, or whatever manner is deemed to be in the County's best interest. The County reserves the right to award to a single or multiple Bidder is found to be in the County's best interest.

BID ACCEPTANCE PERIOD

The Bidder agrees that if this offer is accepted within ninety (90) calendar days from the bid opening date, the Bidder will furnish to Pasco County and all items from which prices are offered in this bid solicitation at the price(s) so offered, delivered to the designated point(s), within the time period specified, and at the terms and conditions so stipulated in this solicitation document. Any bid for which the Bidder specifies a shorter acceptance period may be rejected.

BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, they should submit a written request for an interpretation via the County's electronic solicitation system. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued by written addendum. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the Bidder waiving his/her right to dispute the bid specification.

BIDDER CERTIFICATION

The Bidder agrees that submission of a signed bid form is certification that the Bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions, specifications, delivery requirements and performance requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the Bidder will rely. If the Bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Bidder for additional compensation.

BID ENVELOPES

If the County has indicated in the Advertisement for Bids that a hard copy of the bid will be accepted, envelopes containing bids must be sealed and marked in the lower left-hand corner with the solicitation number, solicitation name, and the date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes

containing a sealed bid shall also be sealed and should be clearly marked with the solicitation number, solicitation name, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late. PLEASE NOTE: Unless otherwise noted in the Advertisement for Bids, all submissions MUST be made electronically through the County's electronic solicitation system.

BID FORM SUBMISSION

Bids must be uploaded into via the County's electronic solicitation system unless otherwise indicated in the Advertisement for Bids. All forms must be printed, completed signed (if noted) and submitted in the County's electronic solicitation system. Bids concerning separate bid invitations must not be combined on the same electronic submission form or placed in the same envelope (if allowable under the specific solicitation). Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the Bidder is a firm or corporation, the Bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the Bidder must submit proof that the individual has the authority to obligate the firm or corporation. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

BUSINESS NAME REQUIREMENT

The Bidder must provide on the Bid Form, Bidder/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the vendor must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

BID RECEIPT AND OPENING

Pasco County will receive sealed bid proposals until date and time indicated on bid cover via the County's electronic solicitation system unless otherwise noticed in the Advertisement for Bids. The system will not allow for bids to be received after the bid opening date and time. It is the responsibility of the Bidder to ensure that bids are submitted online by the designated opening time. FAXED, EMAILED OR HARD COPY BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD unless otherwise noted in the Advertisement for Bids. In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

Failure to print, complete and upload all forms required to be included with any bid will result in the Bidder being deemed nonresponsive and will result in rejection of the bid.

BID WITHDRAWAL

Bids may not be changed after the bid closing time.

To withdraw a bid that includes a clerical error after bid opening, the Bidder must give notice in writing to the Pasco County Purchasing Department of claim or right to withdraw a bid. Within

two (2) business days after the bid opening, the Bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A Bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

BRAND NAMES

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive and is used only to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all Bidders.

CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Bidder of the intention to cancel, or with cause if at any time the Bidder fails to fulfill or abide by any of the terms or conditions specified. Failure of the Bidder to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

CHANGE IN SCOPE OF WORK

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Bidder that the scope of the project or of the Bidder's services has been changed, requiring changes to the amount of compensation to the Bidder or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by Purchasing Director. If the Bidder believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Bidder, the Bidder must immediately notify Pasco County in writing of this belief. If Pasco County believes

that the particular work is within the scope of the contract as written, the Bidder will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

COLLUSION AMONG BIDDERS

Each Bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the Bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a Bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the Bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

CONFLICT OF INTEREST

The Bidder, by submission of its bid, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

DEBARMENT

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the Federal Government of the United States, an agency of the State of Florida, or an agency within the Tampa Bay-Clearwater-St. Petersburg Metropolitan Statistical Area (MSA) and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any agency noted herein. The Bidder also certifies that the components used in the production of the commodities offered herein are not supplies by a vendor who currently is debarred from submitting bids for contracts issued by any political subdivision or agency of the Federal Government of the United States, an agency of the State of Florida, or an agency within the Tampa Bay-Clearwater-St. Petersburg Metropolitan Statistical Area (MSA).

E-VERIFY REQUIREMENT

A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE COUNTY) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE CONTRACT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE CONTRACT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA. STAT.

If a public employer has terminated a contract with a contractor for failure to comply with the requirements of the paragraph above, the contractor may not be awarded a public contract for at

least ONE year after the date on which the contract was terminated.

THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE COUNTY AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A COUNTY RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE COUNTY AS A RESULT OF SUCH NON- COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL PROJECTS.

ERRORS IN EXTENSIONS

If a written Bid Form is required, the BIDDER should initial erasures or corrections in any Bid Form in ink. The COUNTY shall reject any Bid Form with such erasures or corrections where County staff concludes it cannot determine with certainty the accuracy or intent of said Bid Form, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Form will govern. If the unit price and the extension price are at variance, the unit price shall prevail. Unit prices will be utilized to adjust the total compensation due the successful BIDDER based on actual quantities encountered. No negotiation of these unit prices after contract award will be allowed. Significant changes in quantities, including total deletions, are possible. Therefore, each BIDDER shall proportionately distribute overhead and profit across the unit prices.

ETHICS IN PUBLIC PROCUREMENT

The contract upon award shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the Bidder's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless such exception(s) are deemed non-material by the County (in it's sole discretion), shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID
Pasco County accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder.

FAILURE TO DELIVER
In the event of failure of the Bidder to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the Bidder responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of five (5) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

FAILURE TO ENFORCE
Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS
By submission of a bid, the Bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

FORCE MAJEURE
The Bidder shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, government actions, and acts of God beyond the control of the Bidder, unless otherwise specified in the contract. If government actions include the imposition of tariffs that directly affect the materials or equipment to be provided by the Bidder under the solicitation, the Bidder must submit certification from its supplier that the materials required were acquired by the Bidder after the tariffs went into effect and that the Bidder now has to pay additional costs for the materials or equipment. The County has the discretion to approve an increase in price based on the information supplied or to terminate the contract.

IDENTICAL BIDS
Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

INDEMNIFICATION
In consideration of the sum of Fifteen and 00/100 Dollars ($15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease

or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the Bidder and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The Bidder shall be legally considered an independent contractor and neither the Bidder nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the Bidder, its servants, or agents. Pasco County shall not withhold from the Bidder any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Bidder. Further, Pasco County shall not provide to the Bidder any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

INFORMALITIES AND IRREGULARITIES

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Pasco County reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the County.

LIMITATION OF COST

The Bidder agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

NON-APPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of non-appropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then- current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Bidder on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

NON-DISCRIMINATION

During the performance of this Agreement, the BIDDER herein assures the COUNTY that said BIDDER is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the BIDDER does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the BIDDER or its applicants for employment. The BIDDER understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the BIDDER herein assures the COUNTY that said BIDDER shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

OFFICIAL DOCUMENTS

Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through an electronic solicitation system as noted on our web page at https://www.pascocountyfl.net/480/Do-Business-with-Us. Solicitation documents MUST be downloaded at NO COST using this system. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon. Pasco County is not responsible for solicitation documents obtained from sources other than the site listed at the link above. Only vendors who properly register and obtain solicitation documents directly from the system listed at the link above will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE SITE LISTED AT THE LINK ABOVE, IT IS REQUIRED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT THE WEBSITED LISTED AT THE LINK ABOVE AT NO COST.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

PATENTS AND ROYALTIES

The Bidder covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the Bidder uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

PAYMENT PROCEDURES

The Pasco County Board of County Commissioners will process payments in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (The Local Government Prompt Payment Act).

Several payment options are available to the successful Bidder upon receipt of a correct invoice:

- Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after Board of County Commissioners approval.

- Check may be picked up in Dade City. The vendor must pick up the check the day after Board of County Commissioners approval. The successful Bidder or contractor must call (352) 521-4599 for detailed instructions.

- Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the bid documents or required by state law, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the vendor within forty-five (45) days after the receipt of a correct invoice for the specified work or goods received. Unless otherwise indicated in the bid documents, only one (1) lump-sum payment will be made.

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work/goods that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award but may be taken if applicable after award.

PUBLIC INFORMATION

After the County provides notice of an intended decision or thirty (30) days after opening the bids, proposal, or replies, whichever is earlier, any and all information contained therein, is considered public and may be reviewed by any person interested in doing so as provided under Florida Law.

All materials submitted in response to this solicitation ultimately become public record and shall be subject to inspection and copying as provided under Florida's public records laws. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the County. If denied, the Bidder shall have the opportunity to withdraw the entire Proposal or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total Proposal shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation shall be the responsibility of the Bidder.

PUBLISHED PRODUCT SPECIFICATIONS

The Bidder should submit a copy of the manufacturer's published and advertised specifications, including warranty information, for the product(s) being offered, if applicable. Failure to provide these specifications may be cause for bid rejection. If the County is unable to verify compliance with the specifications, the response may be rejected. The County's inability to verify responsiveness may result in a determination of non-responsiveness and rejection.

PURCHASE ORDER REQUIREMENT

Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Vendors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the vendor.

QUALIFICATIONS OF BIDDERS

The Bidder may be required, before the award of any contract, to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the Bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy Pasco County that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Bidder's qualifications shall include:

- The ability, capacity, skill, and financial resources to perform the work or provide the service required.
- The ability of the Bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- The quality of performance of previous contracts or services.

QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished, or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the Bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the Bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Bidder to Pasco County, the same amount may be deducted from any sum due the Bidder under the contract or under any other contract between the Bidder and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the Bidder.

RIGHT TO AUDIT

The Bidder shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The Bidder shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

RISK OF LOSS

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The Bidder shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

TABULATIONS

Solicitation results (tabulations) will not be given over the telephone or via fax.

TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the Bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal

property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the Bidder is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the Bidder shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the Bidder fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Bidder. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Bidder of the intention to cancel.

VENDORS LIST

Bidders must visit https://www.pascocountyfl.net/480/Do-Business-with-Us and follow the link provided to the County's electronic solicitation system to register as a vendor. Once registered, Bidders will have the ability to view and download solicitations for Pasco County as well as other participating government agencies in North America.

WARRANTIES

The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

END OF GENERAL PROVISIONS

SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

AUDIT COOPERATION REQUIREMENT FOR STATE FUNDED PROJECTS
In those instances where state funding is involved, the selected Bidder, and its subconsultant(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant Section 20.055 (5), Florida Statutes. By submitting a bid to this solicitation, the Bidder certifies that they understand and will comply with this subsection.

State Funds Involved: N (Y if applicable, N if not applicable)

CONTRACTOR'S PUBLIC RECORDS REQUIREMENTS
The CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-834-3611 EXT. 1067, FJACKSON@PASCOCOUNTYFL.NET, AND 4454 GRAND BLVD., NEW PORT RICHEY, FL 34652.

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for

termination of this Agreement.

LOCAL PREFERENCE

Under Sec. 2-111(a)(1) of Pasco County's Purchasing Ordinance, a business qualifies as "Local Business" if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) the vendor, supplier or contractor operates or performs business on a daily basis at said location; and d) has so operated or performed business at that location for at least twelve (12) months prior to the Bid or Proposal opening date; and (e) includes a copy of their local business tax receipt with their Bid or Proposal. Post office boxes shall not be used for the purpose of establishing said physical address. The justification for the application of a local preference to a particular Bidder, along with a copy of the Bidder's local business tax receipt, must be included as part of any Bid submitted.

In bidding for, or letting contracts or procurement of goods, services or construction, as described herein, the Board of County Commissioners (BOARD) may give a preference to Local Businesses in making purchases (unless otherwise precluded by the ordinance, state or federal law) as described below:

(i) When written quotations or sealed bids are received that do not exceed $1,000,000.00, and the lowest price is offered by a vendor that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 10% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all requirements of the solicitation.

(ii) When sealed bids are received that are greater than $1,000,000.00, and the lowest price is offered by a business that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 5% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all County requirements.

(iii) The total quote or bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and that will be actually purchased or awarded by the BOARD.

If two or more identical quotations or bids are received at the time the written quotations or sealed bids are opened, the award shall be made to the responsive, responsible "Local Business" as defined herein.

The preference established in this section does not prohibit the right of the BOARD to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals nor prohibit the BOARD from giving any other preference permitted by law in addition to the preference authorized in this section.

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State Funds Involved: N (Y if applicable, N if not applicable)

CONTRACT TERM

The contract period **will begin on October 1, 2024 and continue for three years through September 30, 2027**, subject to the Price Escalation terms described elsewhere herein, unless canceled in writing by Pasco County. The County reserves the right to extend the contract, under the same prices, terms and conditions as in the original contract approved by Pasco County for two additional one-year periods, as found to be in the best interest of the County. All contracts are subject to the appropriation of funds by Pasco County.

COPYRIGHT

The contractor shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as Pasco County may request to affect such transfer or assignment. Further, the contractor agrees that the rights granted to Pasco County by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this Invitation for Bid shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this Invitation for Bid shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

COST REIMBURSEMENT

Unless an alternative cost methodology is specified herein, the contractor agrees that payment by Pasco County to the contractor for materials used in the performance of any work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The cost of all materials provided in the performance of the work is to be reimbursed to the contractor in the following manner: Pasco County shall reimburse the contractor, on completion and acceptance of each assigned job, only for those materials, equipment parts, supplies, rentals, services, etc., actually used in the performance of the work that are supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharges shall be added to the suppliers' invoices or included in the contractor's invoice submitted to Pasco County that would increase the dollar mount indicated on the suppliers'

invoices for the materials purchased for the assigned job. All incidental costs, including allowances for profit and tools of the trade, must be included in the contract hourly labor rates.

ECONOMIC PRICE ADJUSTMENT

Any reference in the solicitation to *economic price adjustment* or *price escalation* shall be considered to mean price decreases as well as increases, unless otherwise stipulated.

Bids will be evaluated on the basis of the prices bid without consideration of the allowable escalation. If a bidder increased the ceiling stipulated in the Invitation for Bid or places limits on the provisions of the Invitation for Bid that allow prices to drop in accordance with the movement of the escalator, the bid will be rejected as nonresponsive.

If a bidder deletes the price escalation clause from its bid, the bid will be rejected as non-responsive. If a bidder lowers the ceiling stipulated in the Invitation for Bid, the bid will be evaluated at the base price in the same manner as those bids that do not reduce the stipulated ceiling. If the bidder offering a lower ceiling ultimately receives the award, that ceiling will be incorporated into the contract documents.

PRICE ADJUSTMENTS BASED ON THE CONSUMER PRICE INDEX (CPI)

Unit prices in contracts that are longer than twelve (12) months and include provisions for price adjustments based on movement in the Consumer Price Index (CPI) may be adjusted bi-annually. The unit prices may be adjusted based on the movement of the of the U.S. Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U) (1982-84=100), as posted at http://www.bls.gov/cpi/. The baseline index will be the month and year in which the contract began. The adjustments will not be cumulative and will be computed using the original contract unit prices. Adjustments may be requested no earlier than 180 days after the contract start date. Adjustments shall be computed using the latest CPI-U that is published and available on the date the County receives the adjustment request in writing. The unit price(s) changed as a result of these adjustments shall become effective on the first (1st) day of the next month, provided the request is submitted at least fifteen (15) days prior. If later than fifteen (15) days prior, the adjustment will become effective on the first (1st) day of the following month. Adjustments may be requested every 180 days thereafter for the term of the contract. Adjustments will not be retroactive or prorated. The County reserves the right to also request adjustments, following the first adjustment and at the same interval, especially if the CPI decreases and it is deemed to be in the County's best interest.

INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Policies of insurance required by the contract shall be primary insurance and non-contributory with respect to the County, its officials, agents, or employees. The said insurance

shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars ($100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.

2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars ($2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars ($1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars ($50,000.00) per occurrence, unless otherwise stated by exception herein.

3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than One Million and 00/100 Dollars ($1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Risk Management Department, 7536 State Street, Suite 111, New Port Richey, Florida 34654. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.

2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.

3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.

4. Pasco County shall be endorsed to the required policy or policies as an additional insured, with the exception of Worker's Compensation and Professional Liability, if applicable.

5. Pasco County shall also be listed as a certificate holder.

6. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

MOTOR VEHICLE INDUSTRY LICENSING

The contractor shall comply with Chapter 320, Florida Statutes. Failure to comply may result in a determination of no responsibility on the basis that the bidder is not qualified to legally contract with Pasco County and may further cause such noncompliant offers to be rejected.

REPORT STANDARDS

Reports or written material prepared by the contractor in response to the requirements of this contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Purchasing Department, and shall be submitted in draft form for advance review and comment by the Purchasing Department. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the contract requirements shall be borne by the contractor.

REQUIREMENTS CONTRACT

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and Pasco County shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Pasco County for the period of the contract. The amount is only an estimate, and the contractor understands and agrees Pasco County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees Pasco County may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

SALES TAX
Pasco County, as a governmental entity, is exempt from sales tax under Florida Law. A copy of the County's tax-exempt certificate or number will be provided at the time a purchase order is issued.

TRAFFIC CONTROL
The contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by Pasco County. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. At all times, the contractor shall use workers and traffic control signs and devices necessary to comply with all applicable Federal, State, and local laws, rules, and regulations. In addition to signs and devices, when the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the contractor to direct vehicle and pedestrian traffic. The workers so designated shall not be assigned to any other duties while engaged in directing traffic. All personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety shall be provided by the contractor. No separate payment shall be made by Pasco County for this work. All cost of this work is included by the contractor as part of the contract price. The plan for traffic control shall be as directed by Pasco County. A Right-of-Way Use Permit shall be obtained from Pasco County prior to the commencement of any work in such a right-of-way. The cost for securing such permits shall be included in the Bid.

TRANSPORTATION AND PACKING
Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. **throughout Pasco County, FL**. No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

VENDOR'S EQUIPMENT
Responding vendors must submit a list of owned equipment and major tools, and a list of current employees and respective skill level or discipline. Pasco County, at its sole discretion, reserves the right to award this work to vendors who are able to demonstrate current ownership and possession of the equipment, tools, and personnel deemed reasonably sufficient to perform the specified work at the lowest possible cost.

It is Pasco County's intent to award this work to a vendor at the lowest possible cost, while securing sufficient quality of services. Preference may be given to those vendors who own and possess the necessary tools, equipment, and services to minimize reimbursement costs associated with rentals and purchases from third parties.

AS SPECIFIED
All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense by the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

QUANTITIES
The Pasco County Board of County Commissioners shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

ADDITION/DELETION
The Pasco County Board of County Commissioners reserves the right to add or delete any item from this bid or resulting award when deemed to be in the best interest of the Board.

END OF SPECIAL PROVISIONS

SPECIFICATIONS

AS NEEDED LANDSCAPE MAINTENANCE SERVICES (PUBLIC INFRASTRUCTURE)

1. INTRODUCTION

1.1 The purpose of this solicitation is to award a contract for landscape and grounds maintenance services (Public Infrastructure) at various facilities and properties located throughout Pasco County (The County).

2. MINIMUM QUALIFICATIONS

2.1 Vendor Qualifications

2.1.1 Vendor must have been in business for landscaping and grounds maintenance services for a minimum of three (3) years.

2.1.2 Vendor must have held at least two (2) contracts similar in size and nature.

2.2 The County reserves the right to request information necessary to determine the ability of the Vendor(s) to perform the work, to include references.

3. MINIMUM REQUIREMENTS

3.1 Vendor is responsible for the visual appearance of the grounds as well as the health and condition of the following, including but not limited to:

- Ground cover
- Lawn
- Turf

3.2 The locations will include, but are not limited to:

- Arterial Collector Roads
- Medians
- Stormwater Ponds
- Stormwater Ditches
- Rights of Way
- Municipal Service Benefit Unit (MSBU) And Municipal Service Taxing Unit (MSTU)

3.3 The County reserves the right to award this contract to multiple vendors.

3.4 The County reserves the right to vary the frequency of service throughout the term of this contract.

3.5 The County reserves the right to add and delete site locations (**Attachment A – County Locations**) throughout the term of this contract.

3.6 Vendors must provide Safety Data Sheets (SDS) for all chemicals used on all Pasco County properties.

3.7 Vendors must comply with all landscaping practices, equipment and materials and accepted industry and Occupational Safety and Health Administration (OSHA) safety standards, including "right-to-know" (hazard communication regulations) as well as applicable local, State, and federal regulations and statutes relating to the use of pesticides, fertilizers, run-off, or watering restrictions throughout the term of this contract.

3.8 Vendors are responsible for all costs associated with obtaining and maintaining all certificates and licenses issued by the Florida Department of Agriculture and Consumer Services for all pesticides, herbicides, or fertilizer applicator to be used in conjunction with this contract.

3.9 Pricing must include all labor, tools, materials, equipment needed to complete all services, and insurance costs to complete required landscape services as described herein.

4. SCOPE OF SERVICES (**Attachment A – COUNTY LOCATIONS**)

4.1 Landscape maintenance services will include, but not limited to:

- Mowing
- Trimming
- Edging of turf and lawn areas
- Maintenance of ground covers

4.2 Ground maintenance services will include, but not be limited to:

- Application of fertilizers, herbicides, and pesticides
- Watering
- Weeding
- Dead heading
- Replacement planting (Prior approval needed by the County Representative (PCR). Any costs associated with additional services must be agreed on by the PCR and the vendors in writing before such service is rendered.
- Loose trash removal
- Disposal of leaves

4.3 The County may require the Vendor(s) to perform additional, unscheduled services at County sites over and above the estimated frequencies listed in this solicitation.

4.3.1 Such additional services will be performed at the prices quoted on the Vendor's submitted Bid Form.

4.3.2 Additional work identified outside the scope of the resulting contract must be authorized in advance and in writing by the County.

4.3.3 The Vendor(s) will provide pricing to the County for the additional work when the work is identified.

4.3.4 No work will begin until authorized by the County and a County Purchase Order number is provided.

4.4 The vendor is responsible for all costs and labor needed to promptly remove all landscape debris and material from the County sites upon completion of work.

4.5 The vendors must accomplish all work during the County's normal working hours, between 8:00 a. m. and 5:00 p. m., Monday – Friday, excluding County holidays.

4.5.1 Work outside these hours must be coordinated with the specific County's Department POC prior to the start of work.

4.6 The principal PCR for each County Department responsible for landscape maintenance will be identified at the start of the contract.

4.7 Vendor(s) must provide the County with a weekly mowing schedule at the start of each week.

5. TRAFFIC CONTROL

5.1 The vendors must provide all personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety, at no additional cost to the County.

5.2 The vendors must conduct operations in a manner that will not interrupt pedestrian or vehicle traffic, except with prior approval by the County.

5.3 The work area must be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum.

5.4 The vendors must use workers and traffic control signs and devices necessary to comply with all applicable Federal, State, and local laws, rules, and regulations, at all times.

5.5 Maintenance of Traffic (MOT)

5.5.1 All MOT work shall be in accordance with FDOT Standard Plans Index 102.

5.5.2 When the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the vendors to direct vehicle and pedestrian traffic, in addition to any necessary signs and devices.

5.5.3 Workers assigned to this task will not perform any other duties while engaged in directing traffic.

6. SERVICE CATEGORIES

6.1 Turf and Rights of Way Areas:

Services will consist of, but not be limited to:

- Turf mowing
- Blowing
- Trash pickup
- Fertilizing
- Weed control
- Edging
- Line trimming
- Pavement weed control in turf and lawn areas
- Rough mowing/bush hog mowing

6.2 Stormwater ponds and ditches:

Services will consist of, but not be limited to the following:

- Mowing
- Slope mowing
- Fertilization
- Insect control
- Edge trimming
- Line trimming
- Slope trimming
- Blowing
- Pavement weed control

7. PERFORMANCE REQUIREMENTS (ARTERIAL AND COLLECTOR ROADS, TURF, RIGHTS OF WAY, MSBU, MSTU, STORMWATER PONDS AND DITCHES)

7.1 Mowing, Edging and Trimming:

7.1.1 Mowing height will be according to grass type and variety (see Table 1).

7.1.2 Vendor(s) may leave clippings on the lawn if no readily visible clumps remain on the grass surface thirty-six (36) hours after mowing

- Vendors must distribute large clumps of clippings by mechanical blowing or by collection and removal.
- In the case of fungal disease outbreaks, vendors must collect clippings until the disease is undetectable.

Table 1: Mowing Height Recommendation: The heights listed are the suggested lengths of the grass blade after mowing. The depth of thatch (if it exists) should not be included in this measurement.

Type Turf Grass	Mowing Height
Bahia Grass and St. Augustine Grass varieties (Raleigh, Floratam, Floralawn, Bitterblue, Floratine, FX 10)	3.5 - 4.0"
Semi-dwarf St. Augustine varieties (Seville, Del Mar, Jade, Palmetto)	1.5 - 2.5"

Bermuda Grass (Hybrids)	.75 - 1.5"
Bermuda Grass (Common)	1.5"
Centipede Grass	1.5 - 2.0"
Zoysia Grass	1.0 - 3.0"

7.1.3 Vendor(s) will edge tree rings and plant beds and all building, sidewalks, driveways, parking lots, and other surfaced areas bordered by grass with every mowing. All edging gaps shall be crisp with no gaps greater than three eights of an inch (3/8”).

7.1.4 Turf around sprinkler heads will be trimmed to not interfere with or intercept water output.

7.1.5 Mowing and trimming of lawn areas around isolated trees and shrubs require a minimum distance of 2-foot diameter to avoid bark injury from mowers and filament line trimmers and to reduce root competition from grass.

7.1.6 Vendor(s) will clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging.

7.1.7 All hard surface edging gaps shall be free of clippings and excess dirt.

7.1.8 Vendors must not sweep, blow, or otherwise dispose of clippings in sewer drains or in plant beds or mulched areas.

7.1.9 The County expects all grass to be uniform with no splotches.

7.2 Rough Mowing/Bush Hog Mowing:

7.2.1 Vendor(s) will bush hog/mow locations as listed herein.

7.2.2 All grass areas will be bush hog/mowed as often as necessary to meet seasonal requirements directed by temperature and weather conditions.

7.2.3 Grass should be bush hog/mowed at a mowing height of not less than three inches (3”).

7.2.4 All grass clippings should be left on the grass to recycle nutrients and reduce the amount of solid waste generated on site.

7.3 Weed Control:

7.3.1 Vendors are responsible for weed control of all landscape beds during each visit.

7.3.2 Beds are to be kept weed free by chemical, manual or mechanical means for plant health and aesthetics.

7.3.3 Vendors are responsible for pavement weed control.

7.3.4 The County may request additional weed control services at any location, at no additional cost to the County

7.3.5 The Vendor(s) must provide a detailed invasive species maintenance/control plan, upon request.

7.4 Pest Control:

7.4.1 The vendors are responsible for inspecting lawn areas during each visit for indications of pest problems and advise the County POC of such problems.

7.4.2 Upon identification of a specific problem requiring treatment, the vendors must apply pesticides as needed and only in affected spots, using the least toxic, effective pesticide possible.

7.4.3 No pesticide (including weed and feed formulations) will be applied to turf areas without the express approval of the County POC.

- Vendors are responsible for keeping records on pests identified and treatment(s) rendered for control.

7.4.4 Pesticide applications must be made in accordance with the rules and regulations governing use of pesticides in Florida.

7.4.5 Vendors must post alerts and notify pesticide-sensitive persons (if applicable) of the pesticide application at no additional cost to the County.

7.4.6 Vendors must practice Integrated Pest Management (IPM) to control insects, diseases, and weeds on and around perennials, ground covers, shrubs, vines, and trees.

- This must include frequent monitoring and spot treatment as necessary using the least toxic methods.

7.4.7 Upon County approval, herbicides may be employed for heavy weed infestations.

7.5 Fertilization:

7.5.1 Vendor(s) will fertilize turf areas as per the maintenance specifications, Tables 2 through 6.

7.5.2 Complete fertilizers must be granular in composition and contain 30% to 50% or more of the nitrogen in a slow or controlled-release form.

7.5.3 Fertilizer must also contain magnesium and micro-nutrients (examples: manganese, iron, zinc, copper, etc.)
7.5.3.1 Iron must be in the sulfate, sucrate, or chelated form

7.5.4 The ratio of nitrogen to potash will approximate 1:1 or 2:1 for complete fertilizer formulations (examples: 15-5-15, 16-4-8, 15-0-15, 12-2-14, 14-3-14).
7.5.4.1 Nitrogen fertilization is based on desired growth rate and type of turf grass being grown.

7.5.4.2 Phosphorus fertilization rate is based on the analysis of a lawn soil sample and the recommendations obtained from said lawn soil sample.

7.5.5 Fertilizer will be swept off walks and drives onto lawns or beds.

7.5.6 After fertilization, a minimum of one quarter (1/4) inch of water will be applied by the Vendors.

7.5.7 All applications of pesticides and fertilizations must be performed when wind drift is negligible.

7.5.8 No fertilization will be allowed in summer as per local water regulations.

7.5.9 Vendors will provide the County with a fertilizer information sheet for approval, prior to application.

Table 2: Calendar Guide to Annual Zoysia Grass Fertilization – Central Florida [1,2]

Maintenance Level	J	F	M	A	M	J	J	A	S	O	N	D
Basic			C		SRN				C			
Moderate			C		SRN			SRN		C		
High			C	N	SRN		SRN		N		C	

[1] North Florida in this example is considered to be anything north of Ocala. Central Florida is defined as anything south of Ocala to a line extending from Vero Beach to Tampa. South Florida includes the remaining southern portion of the state.
[2] C = Complete fertilizer application (NPK); N = Nitrogen application only; SRN = Nitrogen only in a slow-release form; Fe = Iron application only

Table 3: Calendar Guide to Annual Bermuda Grass Fertilization – Central Florida [1,2]

Maintenance Level	J	F	M	A	M	J	J	A	S	O	N	D
Basic			C		N		SRN		C			
Moderate		C		N		SRN		SRN		C		
High		C	N	SRN		C	Fe	SRN		C		

[1] North Florida in this example is considered to be anything north of Ocala. Central Florida is defined as anything south of Ocala to a line extending from Vero Beach to Tampa. South Florida includes the remaining southern portion of the state.
[2] C = Complete fertilizer application (NPK); N = Nitrogen application only; SRN = Nitrogen only in a slow-release form; Fe = Iron application only

Table 4: Calendar Guide to Annual Centipede Grass Fertilization – Central Florida [1,2,3]

Maintenance Level	J	F	M	A	M	J	J	A	S	O	N	D
Basic			C			SRN						
Moderate			C			SRN	Fe					
High			C			SRN		C				

[1] North Florida in this example is considered to be anything north of Ocala. Central Florida is defined as anything south of Ocala to a line extending from Vero Beach to Tampa. South Florida includes the remaining southern portion of the state.
[2] For initial spring application, particularly in North Florida, the recommended time to fertilize is after the last frost
[3] C = Complete fertilizer application (NPK); N = Nitrogen application only; SRN = Nitrogen only in a slow-release form; Fe = Iron application only

Table 5: Calendar Guide to Annual St. Augustine Grass Fertilization – Central Florida [1,2,3]

Maintenance Level	J	F	M	A	M	J	J	A	S	O	N	D
Basic			C				Fe		C			
Moderate			C		SRN		Fe	SRN		C		
High		C		N	SRN		Fe	SRN		C		

[1] North Florida in this example is considered to be anything north of Ocala. Central Florida is defined as anything south of Ocala to a line extending from Vero Beach to Tampa. South Florida includes the remaining southern portion of the state.
[2] For initial spring application, particularly in North Florida, the recommended time to fertilize is after the last frost
[3] C = Complete fertilizer application (NPK); N = Nitrogen application only; SRN = Nitrogen only in a slow-release form; Fe = Iron application only

Table 6: Calendar Guide to Annual Bahia Grass Fertilization – Central Florida [1,2,3]

Maintenance Level	J	F	M	A	M	J	J	A	S	O	N	D
Basic			C		Fe			C				
Moderate			C			N	Fe		C			
High			C	N		SRN	Fe		C			

[1] North Florida in this example is considered to be anything north of Ocala. Central Florida is defined as anything south of Ocala to a line extending from Vero Beach to Tampa. South Florida includes the remaining southern portion of the state.
[2] For initial spring application, particularly in North Florida, the recommended time to fertilize is after the last frost
[3] C = Complete fertilizer application (NPK); N = Nitrogen application only; SRN = Nitrogen only in a slow-release form; Fe = Iron application only

8. STAFFING REQUIREMENTS

8.1 Cost overruns are to be absorbed by the Vendor(s) when additional personnel or equipment are required to meet requirements of the resulting contract

8.2 The term "on-site supervisor" will be a person designated to be at the work site, and act as the Vendor's Point of Contact (POC) for the County.

8.3 Phone numbers for the on-site supervisor will be provided to the County. Upon execution of the contract. Vendor is responsible for updating the County immediately if this information changes.

8.4 Personnel shall wear appropriate uniforms and always carry photo identification while performing services under this contract.

8.5 Personnel will be courteous and professional, and supervisors will always be responsible for employee conduct while performing services under this contract.

9. INSPECTION PROGRAM

9.1 Vendors are responsible for establishing an inspection program to assure the requirements, intent and standards of the Contract are met.

9.2 This program must be submitted to the POC prior to the start of work. The County reserves the right to approve or reject the proposed program.

9.3 The program must include, but not be limited to:

- Weekly inspection schedules
- Checklist for each area covered by this contract

9.4 Vendors and the County will jointly develop inspection forms.

9.5 The County will conduct weekly spot inspections of all areas covered by this contract.

9.6 Damages or hazardous conditions observed which affect the appearance, condition or safety of the grounds will be noted during inspections.

9.7 Any identified deficiencies will be incorporated in the weekly inspection reports provided to the County by the vendors.

10. WARRANTY AND DAMAGES

10.1 Vendors are responsible for all damage or personal injury resulting from its operations, including, but not limited to:

- Damage to plants
- Turf
- Irrigation systems
- Buildings
- Structures

10.2 Any damage or personal injury will be reported immediately to the POC.

10.3 Plants and turf must be maintained in a healthy condition.

10.4 Newly installed material must be warranted for at least one (1) year.

10.5 Damage discovered during the course of work will be reported to the POC on the day the damage is discovered.

10.6 The vendors must complete warranty and damage repair within five (5) working days of discovery or occurrence, whichever is applicable.

10.7 Should the vendor fail to perform damage repair or warranty work as scheduled, and to a standard acceptable by the County, the County will procure services from another vendor. These costs will be the responsibility of the vendor.

10.8 Vendor will be responsible for any costs (from neglect damage or personal injury) determined to be caused by the vendor.

10.9 Current copies of licenses and training certifications shall be provided at the County's request at any time during the contract period.

10.10 Personnel must wear appropriate uniforms, carry photo identification, and always present a neat and professional image.

11. WORK OUTSIDE SCOPE OF WORK

11.1 Additional work identified outside the scope of this contract must be authorized in advance and in writing by the County.

11.2 The vendors must provide a price for any additional work identified prior to commencement.

11.3 No work will begin until a County Purchase Order or Encumbered Contract number is provided.

END OF SPECIFICATIONS

PUBLIC WORKS, ARTERIAL AND COLLECTOR ROAD LOCATIONS (R&B)

Site No.	Site Name	Est. Acre	Est. Sq. Ft	Est. Ln. Ft.	Est. Frequency
	13 Cuts: October 1; November 1; December 1; February 1; March 1; April 1; May 1; June 2; July 2; August 1; September 1 (ALL CUTS ARE ESTIMATED AND SUBJECT TO CHANGE)				
1	Amazon Dr. (Sacramento Dr. east to the end of road)	-	893,209	817	13
2	Caldwell Rd. (Shadyhills Rd. to Lenway Rd.)	-	219,660	2,866	13
3	County Line Rd. (Landings Blvd. to U.S. 41)	-	1,824,938	19,685	13
4	Curley Rd. (SR 54 north to Wild Toro Way)	-	1,221,611	50,678	13
5	Eiland Blvd. (SR 54 to Ryals Rd.)	-	2,277,810	26,194	13
6	Grand Blvd.	-	13,858	7	13
7	Hudson Ave. (Cobra Way to Hays Rd.)	-	1,562,342	6,657	13
8	Mitchell Blvd. (Trinity Oaks Blvd. to Seven Springs Rd.)	-	715,376	4,439	13
9	Old Pasco Rd. (Tampa Bay Golf & Country Club ROW north to SR 52)	-	405,823	16,281	13
10	Shady Hills Rd. (SR 52 to County Line Rd.)	-	1,226,734	13,528	13
11	Softwind Ln. (Shady Hills Rd. to end of road)	-	499,064	592	13
12	Trinity Blvd. (SR 54 to Little Rd.)	-	2,051,471	14,640	13
13	Highway 52 (Old San Ann Rd. to Meridian Ave.)	-	150,749	24,144	13
PUBLIC WORKS, ARTERIAL AND COLLECTOR ROAD LOCATIONS (R&B) TOTALS		-	**13,062,646**	**180,528**	

PUBLIC WORKS, TURF AND RIGHTS OF WAY LOCATIONS (R&B)

Site No.	Site Name	Est. Acre	Est. Sq. Ft	Est. Ln. Ft.	Est. Frequency
	26 Cuts: October 2; November 2; December 1; January 1; February 1; March 2; April 2; May 3; June 3; July 3; August 3; September 3 (ALL CUTS ARE ESTIMATED AND SUBJECT TO CHANGE)				
1	Bell Lake Rd. (County Rd. 41 to Collier Pkwy)	-	105,567	11,687	26
2	Bruce B. Downs Blvd. (County Line Rd. to SR 54)	-	352,174	24,286	26
3	Bud Bexley Pkwy. (Sunlake Blvd. & Ballantrae Blvd.)	-	581,773	15,104	26
4	Chancey Rd. (Gall Blvd. to Paul S. Buchman Hwy.)	-	167,424	12,867	26
5	Chancey Rd. (Meadow Point Blvd. east to end)	-	135,274	9,954	26
6	Clinton Ave. (300' west of Fort King Rd. to 600' east of US 301)	-	221,795	57,696	26
7	Collier Pkwy. (Hillsborough County Line to the northernmost Parkway Blvd.)	-	1,176,453	170,354	26
8	County Line Rd. (two (2) medians east of Dale Mabry Hwy.)	-	8,585	1,831	26
9	County Line Rd. (US 19 east to Landings Blvd.)	-	421,397	57,724	26
10	County Line Rd. (West of Bruce B. Downs Blvd.)	-	57,133	13,511	26
11	Curley Rd. (From Wild Toro Way to Prospect Dr.)		1,220,977	59,574	26
12	Decubellis Rd (Little Rd. east to Moon Lake Rd.)	-	1,084,883	91,003	26
13	East Rd (400' north of Sherman Dr. to County Line Rd.)	-	91,237	10,904	26
14	Eiland Blvd (Massey Rd. to Gall Blvd.)	-	112,725	11,122	26
15	Fivay Rd (Little Rd. to US 19)	-	538,004	10,025	26
16	Fox Hollow (US 19 to Palm Ave.)	-	27,843	9,742	26
17	Galen Wilson Blvd. (Ridge Rd. to San Miguel Dr.)	-	73,293	9,636	26
18	Geiger Pond ROW (Old Geiger Rd. east to end of pond)	-	128,711	292	26
19	Gulf Trace Blvd. (Summervale Dr. to J. Ben Harrill Recreation Center, Holiday)	-	194,664	22,213	26
20	Hale Rd. (1200' west and east of Collier Parkway)	-	53,864	2,942	26
21	Hicks Rd. (SR 52 to Veterans Memorial Recreation Center, Hudson)	-	284,537	34,759	26
22	Hudson Ave. (US 19 to Cobra Way)	-	1,036,179	72,285	26
23	Jasmine Blvd. Medians		8,367	1,415	26
24	Jasmine Lakes Cir.	-	56,155	1,766	26
25	Kosik Rd. (US 301 to end of pavement)	-	29,794	6,648	26
26	Land O' Lakes Blvd. (north School Rd. to County Line Rd. medians only)	-	189,533	49,152	26
27	Little Rd. (US 19 to Trinity Blvd.)	-	4,686,551	602,116	26
28	Mansfield Blvd. (SR 56 to Dr. John Long Middle School)	-	253,194	53,423	26
29	Massachusetts Ave. (Congress St. to Little Rd.)	-	219,670	80,581	26
30	Mitchell Blvd. (Little Rd. to Trinity Oaks Blvd.)	-	400,299	10,746	26
31	Moon Lake Rd. (Ridge Rd. to SR 52)	-	1,299,184	102,308	26
32	Oakley Blvd. (Wesley Chapel Blvd. to the end)	-	247,670	28,119	26
33	Old Collier Pkwy. (Weeks Blvd. to the end)	-	44,643	1,095	26
34	Overpass Rd. (Old Pasco Rd. to Boyette Rd.)		302,172	17,023	26
35	Parkway Blvd. (Collier Pkwy. to Regina Pl.)	-	647,953	8,391	26
36	Perrine Ranch Rd. (Grand Blvd. to Overview Dr.)	-	301,348	19,294	26
37	Plathe Rd., James E. Grey Preseve Park	-	27,414	212	26
38	Ridge Rd. (US 19 to Moon Lake Rd.)	-	1,273,626	160,893	26
39	Ridge Rd. Extension (Moon Lake Rd. to Suncoast Pkwy.)		1,526,836	79,546	26
40	Rowan Rd. (SR 54 to Orchid Lake Rd.)	-	819,568	149,843	26
41	Sea Forrest Dr. (Marine Pkwy. to Green Key Rd.)	-	215,085	24,751	26
42	Seven Springs Blvd. (SR 54 to Collingswood Ct.)	-	574,647	101,515	26
43	Starkey Blvd. (River Crossing Blvd. to Fernandina St.)	-	1,530,993	78,622	26
44	Sunlake Blvd. (Lake Patience Rd. to Bud Bexley Pkwy.)	-	345,158	7,848	26
45	Sunlake Blvd. (SR 54 to Mentmoore Blvd.)	-	348,472	27,326	26
46	Sunray Dr. (US 19 to Grand Blvd.)	-	205,991	64,398	26
47	Timber Oaks Ponds ROW	-	160,579	6,753	26
48	Town Center Medians		4,217	340	26
49	Trouble Creek Rd. (Strauber Memorial Hwy. to Rustic Dr.)	-	20,382	6,421	26
50	Trouble Creek Rd. (Ackerman St. to Little Rd.)	-	195,615	106,394	26
51	Vandine Rd. (SR 54 to Boyette Rd.)	-	33,836	5,856	26
52	Weeks Blvd. (Collier Pkwy. to Lake Padget Estates)	-	71,538	10,844	26
53	Wesley Chapel Blvd. (SR 56 south to County Line Rd.)	-	150,924	27,614	26
54	Wesley Chapel Blvd.-SR 54 (Magnolia Blvd. to 2000' east of Curley Rd.)	-	1,145,592	185,013	26

55	Willow Bend Pkwy. (Land O' Lakes Blvd. east for 4819')	-	241,565	17,020	26
PUBLIC WORKS, TURF AND RIGHTS OF WAY LOCATIONS (R&B) TOTALS		**-**	**25,653,065**	**2,752,794**	

PUBLIC WORKS, STORMWATER PONDS AND DITCHES LOCATIONS (SW)

Site No.	Site Name	Est. Acre	Est. Sq. Ft	Est. Ln. Ft.	Est. Frequency
	26 Cuts: October 2; November 2; December 1; January 1; February 1; March 2; April 2; May 3; June 3; July 3; August 3; September 3 **15 Cuts: October 1; March 1; April 2; May 2; June 2; July 2; August 3; September 2** **13 Cuts: October 1; November 1; December 1; January 1; February 1; March 1; April 1; May 1; June 1; July 1; August 2; September 1** **11 Cuts: October 1; November 1; December 1; January 1; March 1; April 1; May 1; June 1; July 1; August 1; September 1** **7 Cuts: October 1; April 1; May 1; June 1; July 1; August 1; September 1** **(ALL CUTS ARE ESTIMATED AND SUBJECT TO CHANGE)**				
1	Beacon Square Park: 3350 Moog Rd., Holiday	-	77,196	912	26
2	Cypress Lake Park: 3417 Kingsbury Dr., Holiday	-	144,152	-	26
3	Retention Pond: 6850 Ft. King Rd.	-	63,928	655	26
4	Retention Pond: Valley Dale Estates Mobile Home Park	-	25,602	678	26
5	Little Rd: Ditch Seven Springs Country Club to wall	-	46,881	6,360	15
7	Pond #400: CR 54 & Tampa Downs Blvd.	-	55,479	81	11
8	Pond #600: Dayflower & Old Pasco Rd	-	29,389	714	11
10	94 Eiland Blvd: Geiger Pond, Zephyrhills	34	730,787	646	7
11	Atlantis Dr.	-	4,928	274	7
12	01 Embassy Blvd: Holiday Hills	-	-	5,028	7
13	02 Gainsboro Dr: Holiday Hills U5	-	7,788	-	7
14	03 Nature Trail: Bear Creek	-	27,948	-	7
15	04 Cricket St: Beacon Woods	-	-	-	7
16	06 Beacon Woods Dr: Glenwood Village	-	-	2,957	7
17	07 Social Dr: Country Club Estates	-	22,099	15	7
18	08 College Hill Dr: Country Club Estates	-	-	-	7
20	09 Coachwood Dr. and 10 Ironwood Cir: Beacon Woods	-	-	20,683	7
21	11 Rhinebeck Dr: Palm Terrace Estates	-	6,683	4,974	7
22	12 Zimmerman Rd: Brown Acres U7A	-	26,211	-	7
23	13 Foxbloom Dr: Palm Terrace Estates	-	31,699	691	7
24	14 Comet Dr: Grove Park	-	39,652	37	7
25	16 Fivay Rd.	-	10,474	0	7
26	17 Cameo Dr: Lake Worrel	-	6,213	99	7
27	18 Cameo Dr: Lake Worrel	-	4,750	107	7
28	19 Aurora Dr: Temple Terrace	-	-	-	7
29	20 Regency Park Blvd: Lake Lisa Park	-	9,509	-	7
30	21 Hawthorn Dr: Palm Terrace Gardens U5	-	34,815	691	7
31	22 Keystone Dr: Spring Lake Est U4	-	10,762	1,757	7
32	23 Grand Blvd. (54 and Grand Blvd.)	-	29,250	142	7
33	24 Omaha St: Hudson Terrace	-	6,092	-	7
34	25 Pepperell: Oak Ridge	-	-	2,403	7
35	26 Pepperell: Oak Ridge	-	-	10	7
36	27 Perrine Ranch: Oak Ridge	-	-	997	7
37	28 Seven Springs Blvd.	-	3,261	145	7
38	29 O'Hara Dr: The Plantation	-	-	700	7
39	30 Woodbend Cir: Woodbend	-	-	3,181	7
40	31 Overview Dr: Oak Ridge	-	-	3,800	7
41	32 Zephyr Creek: Zephyrhills	-	-	-	7
42	33 Cherrytree Ln: Magnolia Valley	-	-	17,490	7
43	34 Yucca Dr: Magnolia Valley	-	14,575	556	7
44	35 Blossom Lake Dr: Holiday Lake Estates	-	46,127	175	7
45	36 Hammock Rd: Senate Manor Mobile Home Park	-	-	4,630	7
46	37 Winston Dr: Beacon Hills U3	-	35,689	1,212	7
47	38 Palatine Dr: Golf Side Estates	-	4,244	246	7
48	39 Tropical Palm Way: Ridge Crest Gardens	-	6,165	860	7
49	40 Cherry Creek Ln: Regency Park	-	29,274	21	7
50	41 Beacon Woods Dr: Beacon Woods	-	-	-	7
51	42 Magnolia Valley: Magnolia Valley Golf Course	-	-	9,000	7
52	44 Coronet Dr.	-	17,225	9,140	7
53	46 Sunshine Park Dr.	-	30,119	687	7
54	47 Shadow Oaks N.	-	13,770	1,198	7
55	48 Dartmouth Dr.	-	-	5,373	7
56	49 Laquinta Dr.	-	-	917	7
57	50 Port Hudson Blvd.	-	-	1,264	7
58	52 Port Hudson Blvd.	-	-	439	7
59	53 Land Dr. South: Williams Double Branch	-	-	8,679	7
60	54 Land Dr. Central: Williams Double Branch	-	-	2,440	7
61	55 Rooks Dr: Williams Double Branch	-	-	5,455	7
62	56 Rooks Dr. South: Williams Double Branch	-	-	7,324	7
63	57 Clearview Dr: Williams Double Branch	-	-	4,823	7
64	58 Chapel Dr: Willaims Double Branch	-	-	3,207	7
65	59 Gar Dr: Williams Double Branch	-	-	3,516	7
66	60 Masco Dr: Williams Double Branch	-	-	10,587	7
67	61 Pop Dr.	-	-	3,445	7
68	62 Whippoorwill Dr.	-	9,314	879	7
69	63 Moog Rd: Tanglewood	-	-	849	7
70	64 Meadowbrook Dr. East: Meadowbrook Estates	-	9,231	5,386	7
71	65 Meadowbrook Dr. West: Meadowbrook Estates	-	1,404	368	7

72	66 Brookside Dr: Meadowbrook Estates	-	-	2,151	7
73	67 Massachussetts Ave. and Congress St.	-	24,542	684	7
74	68 Grand Blvd. (across from Tammy Ln.)	-	-	2,411	7
75	68 Ivy Ln.	-	-	-	7
76	69 Flora Ave: Country Estates	-	9,316	-	7
77	71 Collier Parkway 1	-	8,208	2,102	7
78	72 Collier Parkway 2	-	7,825	2,042	7
79	73 Collier Parkway 3	-	9,040	1,802	7
80	74 Collier Parkway 4	-	28,823	1,758	7
81	75 Collier Parkway 5	-	14,068	1,273	7
82	76 Collier Parkway 6	-	7,510	1,659	7
83	77 Collier Parkway 7	-	12,100	985	7
84	78 Collier Parkway 8	-	26,808	2,130	7
85	79 Collier Parkway 9	-	3,759	483	7
86	80 Collier Parkway 10	-	20,145	-	7
87	81 Collier Parkway 11	-	10,870	607	7
88	82 Denton Ave: Gulf Coast Acres	-	4,506	572	7
89	83 Otis Allen Rd: The Groves	-	46,926	2,067	7
90	84 Watterson St: Bayonet Point Annex	-	10,466	974	7
91	86 Park Place Apartments: Holiday Hills	-	-	9,185	7
92	87 Elena Dr: La Villa Gardens	-	17,952	939	7
93	89 Dayton Dr: 15131 Dayton Dr., Hudson	-	2,967	479	7
94	90 Gulf View Square Mall: to Tacoma Dr.	-	72,200	10,147	7
95	91 County Line Rd. North: Ponds D, F1, F2, F3 & G	-	334,426	13,912	7
96	92 East Rd. Ponds: Ponds 1, 2A, 2B	-	115,886	715	7
97	93 Cecelia Dr: 8504 at Trouble Creek Rd.	-	5,799	276	7
98	95 Hutchinson St: east of 21st St., Dade City	-	92,984	2,464	7
99	96: Lake Patience Rd: at Joy Dr., Land O' Lakes	-	31,671	-	7
100	97 Little Rd: South of Old CR 54	-	27,217	287	7
101	98 Little Rd: North of St. Laurence Dr.	-	111,051	10,751	7
102	99 Little Rd: North of Easthaven Ct.	-	20,484	-	7
103	100 Little Rd: Ditch north of Rancho Del Rio Dr.	-	-	3,104	7
104	101 Massachusetts Ave. west of Rowan Rd.	-	59,085	71	7
105	102 Massachusetts Ave. east of Magnolia Valley Dr.	-	8,045	2,007	7
106	103 Oak St. west of 14th St., Dade City	-	16,878	1,361	7
107	104 Rowan Rd: South of Cecelia Dr.	-	49,721	-	7
108	105 Rowan Rd: North of Baillie Dr.	-	41,135	1,211	7
109	106 Rowan Rd: South of Plathe Rd.	-	18,006	519	7
110	107 Rowan Rd: South of Baker Rd.	-	23,740	-	7
111	108 Rowan Rd: South of Indiana Ave.	-	25,376	32	7
112	109 Rowan Rd: South of Massachusetts Ave.	-	45,970	36	7
113	110 Willow Bend Pkwy: West of French Ln.	-	53,176	103	7
114	111 Willow Bend Pkwy: East of French Ln.	-	90,697	332	7
116	Clinton Ave. Ponds	-	173,076	4,120	7
117	Ridge Rd. Ponds 1-8, New Port Richey	-	363,489	31,595	7
118	Timber Oaks: 8575 & 8600 Ponderosa Ave., Port Richey	48	-	-	11
119	Liman Dr. (perimeter of first lake behind Breakfast Station)	-	2,526	-	7
120	16820 County Line Rd.	-	267,810	5,496	7
PUBLIC WORKS, STORMWATER PONDS AND DITCHES LOCATIONS (SW) TOTALS		**82**	**3,988,963**	**294,649**	

PUBLIC WORKS, QUAIL HOLLOW MSBU LOCATIONS

Site No.	Site Name	Est. Acre	Est. Sq. Ft	Est. Ln. Ft.	Est. Frequency
24 Cuts: October 2; November 2; December 1; January 1; February 1; March 2; April 2; May 2; June 2; July 3; August 3; September 3 (ALL CUTS ARE ESTIMATED AND SUBJECT TO CHANGE)					
1	Tampa Downs Heights: Tampa Downs Blvd. (Medians only) SR 54 south to Magnolia Blvd. (Quail Hollow MSBU)	-	128,860	5,829	24
PUBLIC WORKS, QUAIL HOLLOW MSBU LOCATIONS TOTALS		**-**	**128,860**	**5,829**	

Utilities, Mowing and Trimming					
Site No.	**Site Name**	**Est. Acre**	**Est. Sq. Ft**	**Est. Ln. Ft.**	**Est. Frequency**
	ALL CUTS ARE ESTIMATED AND SUBJECT TO CHANGE				
1	10234 Hickory Hill Drive	-	21,196	707	12
2	10311 Oak Hill Drive	-	20,900	816	12
3	FGUA- Zephyr Shores Water System, 35300 SR 54	-	6,506	545	16
4	WELL-04 4630 Kennedy Dr. Pump 1	-	5,775	265	16
5	WELL-01 4552 Mary Ann Dr. Pump 2	-	2,516	200	16
6	WELL-02 4552 Mary Ann Dr. Pump 2	-	1,550	120	16
7	WELL-03 4552 Mary Ann Dr. Pump 2	-	1,141	120	16
8	WELL-05 4748 Kennedy Dr., Pump 2	-	7,570	125	16
9	18634 White Pine Circle	-	5,086	230	12
10	P/S 3-586 4721 Madison Avenue Zephyrhills, Florida	-	26,343	969	16
	Utilities: Mowing and Trimming Totals	**-**	**98,583**	**4,097**	

Utilities: Mowing, Trimming, Right of Ways and Ponds					
Site No.	**Site Name**	**Est. Acre**	**Est. Sq. Ft**	**Est. Ln. Ft.**	**Est. Frequency**
	ALL CUTS ARE ESTIMATED AND SUBJECT TO CHANGE				
1	FGUA- Jasmine WWTP: 7612 Pineapple Ln	-	407,944	7,689	16
2	FGUA- Palm Terrace WWTP: 116 Arbordale Dr.	-	154,313	8,002	16
	Utilities: Mowing, Trimming, Right of Ways and Ponds Totals	**-**	**562,257**	**15,691**	

Utilities: Mowing, Landscaping, Right of Ways and Ponds					
Site No.	**Site Name**	**Est. Acre**	**Est. Sq. Ft**	**Est. Ln. Ft.**	**Est. Frequency**
	ALL CUTS ARE ESTIMATED AND SUBJECT TO CHANGE				
1	Boyette WTP & Reservoir: Boyette & Overpass Rd	-	525,000	25,000	40
2	Southwest WTP: 5320 Tilson Dr, Holiday	-	198,551	3,399	40
3	Well site 4: 5021 Perennial Dr	-	5,750	715	16
4	Well Site: 13211 Palmilla Circle (Lake Jovita)	-	11,432	4,098	16
5	Beacon Woods Reuse Pond: 12540 Clock Tower Pkwy	-	124,676	306	16
6	Sunlake MPS 2-292: Tower Rd behind Concord Station	-	50,117	1,327	16
7	Timber Greens PS: 6155 Starkey Rd., NPR	-	34,898	5,000	16
8	Wesley Chapel WWTP & Front Property: 7501 Boyette Rd	-	2,686,941	9,269	16
9	PS 5-256 Tower Road MPS behind Oakstead/Bellantrae	-	7,849	600	16
	Utilities: Mowing, Landscaping, Right of Ways and Ponds Totals	**-**	**3,645,214**	**49,714**	

Utilities: Mowing, Right of Ways and Ponds					
Site No.	**Site Name**	**Est. Acre**	**Est. Sq. Ft**	**Est. Ln. Ft.**	**Est. Frequency**
	ALL CUTS ARE ESTIMATED AND SUBJECT TO CHANGE				
1	Little Rd Water Plant: 8215 Little Rd	-	110,504	3,755	16
2	Little Rd Water Plant Parking Lot: 8215 Little Rd	-	65,341	3,671	16
3	Southeast Water Plant: 35456 Old Geiger Rd	-	236,586	4,568	16
4	Well Site Forest Hills 2: 1320 Steenbok Dr	-	6,407	623	16
5	Well Site: 1745 Marengo Dr	-	7,917	1,061	16
6	Well Site 1: 1811 Grand Blvd	-	10,096	1,043	16
7	Well Site: 5600 block of Mariposa Dr	-	16,120	509	16
8	Well Site 2: 1449 Grand Blvd	-	8,162	1,871	16
9	Well Site: 3401 Bluebird Dr	-	19,836	1,865	16
10	Well Site: 3334 Peterborough St	-	5,487	325	16
11	Well Site: 3844 Pensdale Dr.	-	11,658	571	16
12	Well Site CH 1 & 1A: 5141 Moog Rd	-	20,145	912	16
13	Well Site: 5731 Mocking Bird Dr	-	6,850	254	16
14	5745 Mocking Bird Dr.	-	6,375	412	16
15	Well Site Colonial Hills: Mockingbird Dr & Ely Dr	-	7,981	345	16
16	Well Site 9727 Kent St	-	17,780	651	16

17	Well Site: Next to 34851 Caller Ave	-	15,415	1,870	16
18	Well Site 20647 Mickens Dr (Trilby Rd.)	-	6,487	720	16
19	Well Site: 18242 Geraldine Rd	-	28,882	3,012	16
20	Well Site Hickory Hills: 37421 Layton Rd	-	39,701	2,039	16
21	Well Site: 10920 Hillview Dr	-	10,581	622	16
22	Well Site: 9837 US Hwy 98	-	66,740	1,791	16
23	Well Site SB-1: 39723 Sunburst Dr	-	83,106	1,190	16
24	Well Site PC-1: 30491 Commerce Dr	-	5,042	1,207	16
25	Well Site G-1: 38650 Fern Circle	-	41,535	501	16
26	Well Site PD 1: 38741 Margs Ct	-	28,147	3,404	16
27	Well Site: Next to 40202 Proud Mockingbird Rd	-	40,388	135	16
28	Well Site Oaks Royal: 5241 Antigua Dr	-	27,940	204	16
29	Well Site: next to 5700 Rick Dr	-	33,467	498	16
30	Well Site: Next to 3250 Trish Dr.	-	22,500	152	16
31	Well Site Saddlebrook: 5106 Service Rd	-	6,550	90	16
32	Well Site Lake Padgett: 2717 Glenview Dr	-	6,692	659	16
33	Well Site LP-B 23354 Sierra Rd	-	7,266	258	16
34	Well Site GC 1&2 Jail: 19415 Central Ave, LOL Jail	-	17,181	2,299	16
35	Lacoochee Well Site 38752 Barbara Ln	-	45,800	840	16
36	Little Rd Water Plant- 8215 Little Rd (King Hellie/Little Rd)	-	6,167	1,702	16
37	16002 SR 54	-	1,772	80	12
38	3329 Maitland Dr	-	3,940	254	12
39	Dartmouth Easement: 1513 Dartmouth	-	157,944	2,747	16
40	Southeast WWTP: 6039 Handcart Rd	-	491,114	8,654	16
41	LS 03-071: 7539 Bramblewood, NPR	-	625	394	16
42	PS 3-43 Forest Hills: Riddle Rd & Swordbill Dr	-	2,669	490	16
43	MPS 4-14: 5706 Auld Lane	-	19,868	445	16
44	PS 2-41: 3242 Peterborough St	-	8,155	524	16
45	PS 8-19: 1316 Classic Dr	-	10,283	1,267	16
46	Southwest Master PS 10-28: Moog Rd W of Universal Plaza	-	22,410	871	16
47	MPS West of 4565 Rowan Road	-	56,560	1,326	16
48	PS 1-143 North of Ridge Rd: 8238 Moon Lake Rd	-	22,000	9,444	16
49	Master Pump Station 6-68: 7323 Johnson Rd	-	5,100	397	16
50	Pump Station 1-100 Hudson Hills Manor: 15720 Little Rd	-	44,536	688	16
51	Hudson Master PS 2-82: Viva Villas 15945 US 19	-	24,181	5,609	16
52	Pump Station 20-64: 15630 Old Dixie Hwy	-	17,664	249	16
53	Leasure Beach MPS 3-49: 12806 Freeboard Ct	-	8,277	427	16
54	Master Pump Station 2-175: 13421 SR 52	-	10,122	14,632	16
55	1-485 San Antonio: 11446 McKendree Rd	-	5,665	367	16
56	Shady Oaks MHP PS 1-650: 3521 Muller Dr	-	10,306	464	16
57	PS 1-545 off New River Rd: 33740 Lucy Dr	-	69,000	70	16
58	MPS 1-348: Behind 2502 Shadecrest Rd	-	26,487	706	16
59	PS 1-365: 23517 Forest View Dr	-	15,750	1,222	16
60	PS 1-364: 23430 Cherbourg Loop	-	15,681	323	16
61	PS 1-330: 21350 Carson Dr, LOL	-	6,107	830	16
62	PS 1-363: 23227 Shining Star Dr	-	96,493	62	16
63	Central PS: 19754 Central Blvd, LOL	-	10,765	6,394	16
64	MPS-10-17 - 3236 MOOG R	-	20,090	286	16
	Utilities: Mowing, Right of Ways and Ponds Totals	**-**	**2,280,396**	**104,851**	

Utilities: Right of Ways and Ponds					
Site No.	**Site Name**	**Est. Acre**	**Est. Sq. Ft**	**Est. Ln. Ft.**	**Est. Frequency**
	ALL CUTS ARE ESTIMATED AND SUBJECT TO CHANGE				
1	Wichers Road/McCabe Rd	-	61,812	-	7
2	SR 52 Bellamy Brothers Rd. to Rice Road	-	28,930	-	7
3	Cowpath Master Fence Line	-	32,895	-	7
4	Cowpath Side Entrance of SR 56 to Florida Power Road	-	74,940	-	7
5	Florida Power Road from Side Entrance on SR 56	-	42,725	-	7
6	419 Cowpath “through the woods”	-	23,325	-	7
7	419 Cowpath “out of the woods” to Juniper Bay Drive	-	12,270	-	7
8	437 Cowpath Ancient Oaks Blvd W to W of Fawn Mist Dr.	-	9,000	-	7
9	Dupree Lakes to LOL WWTP	-	38,475	-	7
10	Mirada Offsite	-	54,275	-	7
11	Birdsong Blvd North along I-75 to Mapletree Lp.	-	62,910	-	7
12	WELL-08 5344 Embassy Ave.	-	109,336	-	12
13	Worthington Gardens Easement (Enclave)	-	330,000	-	7

14	38404 Monet Drive	-	-	16,250	7
15	WC WWTP to TUPPER ROAD: 7501 BOYETTE RD	-	83,520	-	7
16	Cricket West of Little Road	-	17,362	-	7
17	Acer Lane	-	24,500	-	7
18	Athena Blvd	-	22,000	-	12
19	LS-13 5802 Sea Forest Drive	-	4,200	-	12
20	LS-17 4740 South Rd	-	26,425	-	7
21	Eiland Easement 2	-	92,010	-	7
22	Deer Park WWTP: 5000 Little Rd., NPR	-	35,446	2,600	12
23	Hudson WWTP: 10745 Denton Ave	-	362,204	10,911	12
24	Cowpath MPS 1-419: 26541 Florida Power Rd.	-	327,708	7,880	12
25	Shining Star Easement	-	40,410	4,000	7
26	Bay Point Easement 11409 US 19	-	40,169	650	7
27	Eiland Easement	-	121,688	4,000	7
28	Eiland Perpendicular	-	27,000	200	7
29	P/S 3-401 3842 Grand Forks Dr.	-	4,533	550	16
30	Jarvis Street Easement	-	15,201	1,346	12
31	P/S 2-401 3202 Castel Rock Circle	-	4,800	550	16
32	KIA - 28555 State Road 54	-	9,308	606	7
33	Old Pasco to 52 - Easement	-	590,000	1,000	7
	Utilities: Right of Ways and Ponds Totals	**-**	**2,729,377**	**50,543**	

OFFEROR INFORMATION/CERTIFICATION FORM

This form MUST BE:

- **INCLUDED DOWLOADED, COMPLETED AND UPLOADED INTO BONFIRE WITH OFFEROR'S SUBMISSION**

- **FULLY executed with original authorized signature and TWO witness signatures**

1. "We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY THE PRESIDENT OF THE CORPORATION, OR A MEMBER OF A MEMBER-MANAGED LIMITED LIABILITY COMPANY, OR THE MANAGER OF A MANAGER-MANAGED LIMITED LIABILITY COMPANY; OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

OFFEROR MUST BE REGISTERED ON SUNBIZ (http://www.sunbiz.org/index.html), FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

2. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

_____

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

3. Name/title of contact person for the Offeror:_____

4. Business and mailing address:_____(If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

5. Primary business and mailing address (if different): _____

6. Telephone number: (_)_____Fax: (__)_____

   Email Address: _____

The above-named Offeror affirms and declares:

A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.

B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:

C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:

E. That the Offeror is in compliance with Section 448.095(2), Florida Statutes, requiring Contractor and its Subcontractors to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The Offeror also confirms that no public employer has terminated a contract with the Offeror for failure to comply with Section 448.095(2), Florida Statutes, within the 12 months preceding the date this Certification Form is signed by the Offeror.

F. That no officer or employee or person whose salary is payable in whole or in part from the County is, will be or become interested, directly, or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.

G. That the Offeror has received and carefully examined all Addenda issued prior to uploading its Response and its Response will be in accordance with all Addenda prior to Response Opening.

H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they <u>may</u> certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.

J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date;

and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A
_____Local Business located in Pasco County
_____Business located within Hillsborough, Pinellas, Polk, or Hernando County

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State/Federal Funds Involved: N (Y if applicable, N if not applicable)

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

K. By signing this Certification, I represent that I am of lawful age and have the authority to bind the Offeror for contract purposes. **If someone other than the President of the corporation, or a member of a member-managed limited liability company, or the manager of a manager managed limited liability company, then one of the following must be submitted with this Certification**:

1. If Offeror is a corporation (includes incorporated or company, or abbreviations thereof, in its name), and if other than the President of the corporation is signing this Certification, then one of the following must be submitted with this Certification:

   a. a current corporate resolution naming the officer or person signing this Certificate as authorized to sign contracts on behalf of the company or,

   b. a copy of the Board of Directors' resolution or meeting minutes designating the officer or person signing this Certificate as authorized to sign contracts for the corporation, certified by the secretary of the corporation.

2. If Offeror is a limited liability company, then the following must be submitted with this Certification: a copy of the Operating Agreement of the limited liability company showing that that person signing this Certificate is authorized to sign contracts for the limited liability company.

L. Attached to this response is a copy of the Certificate of Status from the Florida Secretary of State, Division of Corporations, which can be downloaded from https://dos.myflorida.com/sunbiz/search/.

M. Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

_____

_____

_____

(The remainder of this page intentionally left blank).

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

OFFEROR:

_____
Witness No. 1 - Print Name

BY:_____
(Authorized Signature in Ink)

_____
Witness No. 1 – (Signature in Ink)

_____
(Printed name of Signatory)

_____
Witness No. 2 – Print Name

_____
(Printed Title of Signatory)

_____
Witness No. 2 – (Signature in Ink)

_____
(Signature Date)

CORPORATE SEAL
(where appropriate)

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:
[___] physical presence, or
[___] online notarization

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____ , who executed the foregoing instrument as [Title]_____
of [Corporation or Company Name]_____ , a:
[___] corporation, or
[___] limited liability company
organized under the laws of [State]_____ , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):
[___] Personally known to me, or
[___] Has produced _____ as identification
on behalf of [*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]:
_____.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

SAMPLE AGREEMENT

THIS AGREEMENT is entered by and between **PASCO COUNTY, FLORIDA,** by and through its Board of County Commissioners (hereinafter called "Owner") and _____ _____ (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Owner desires to retain Contractor to provide _____ _____**;** and

WHEREAS, Owner has selected Contractor in accordance with competitive bidding procedures; and

WHEREAS, Contractor agrees to serve as Owner's Contractor for _____ _____**,** based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1 - WORK

Contractor will _____

ARTICLE 2 – OWNER'S REPRESENTATIVE

The Project is administered by:

Public Infrastructure
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.1 Except as otherwise specified herein, **the Agreement shall remain in full force and effect from _____,**

SAMPLE

subject to the Price Escalation terms described elsewhere herein, unless cancelled in writing by Pasco County. The County reserves the right to extend the contract, under the same prices, terms and conditions as in the original contract approved by Pasco County for two additional one-year periods, as found to be in the best interest of the County. All contracts are subject to the appropriation of funds by Pasco County.

3.2 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed by the County, the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 ($100.00) for each calendar day after the date of completion. Default days will be counted in calendar days, excluding Sundays and legal holidays.

ARTICLE 4 - CONTRACT PRICE

4.1 The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents subject to the Not to Exceed annual amount of $_____, provided however, the Owner may increase this amount via unilateral Change Order.

4.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

ARTICLE 5 - CONFLICTS

5.1 To the extent there is a conflict regarding indemnification and contract term between the Instructions to bidders and this Agreement, the provisions of this Agreement will control.

ARTICLE 6 - TERMINATION OF AGREEMENT

6.1 In return for good and valuable consideration in the amount of $100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its discretion and termination will be effective, with cause immediately or without cause after 30 days, after written notice has been provided to the Contractor.

6.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

SAMPLE

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

8.1 This Agreement.

8.2 Invitation to Bid.

8.3 Instructions to Bidders.

8.4 Conditions of Contract.

8.5 Proposal and Bid Forms.

8.6 Insurance Certificates.

8.7 Contract Forms

8.8 Specifications.

8.9 Exhibits.

8.10 Addenda numbers ____ to ___ inclusive.

8.11 Documents submitted by Contractor prior to Notice of Award (Pages _____ to _____ inclusive).

SAMPLE

8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

ARTICLE 9 - SUBCONTRACTORS

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 10 – INDEMNIFICATION

10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) to the extent caused by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.

SAMPLE

10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.

10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of $100.00, the sufficiency and receipt of which is hereby acknowledged.

10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 11 - MISCELLANEOUS

11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.

11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys

SAMPLE

that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.

11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.

11.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.

11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.

11.5 The Agreement will be governed by and construed under the laws of the State of Florida.

11.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.

11.7 During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance

SAMPLE

shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

11.8 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to Owner:
Pasco County Utilities
19420 Central Boulevard
Land O' Lakes, FL 34637

Attention: Branford Adumuah
Assistant County Administrator, Public Infrastructure

If to the Contractor:

_____

_____

_____

Attention: _____

ARTICLE 12 – LAW COMPLIANCE

Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the date noted below.

CONTRACTOR,

WITNESS:

(Firm Name)

_____ By: _____

Date: _____ _____

Name

(SEAL)

ATTEST:

OWNER,
PASCO COUNTY, FLORIDA

_____ By: _____

Nikki Alvarez-Sowles, Esq. CHAIRMAN
Pasco County Clerk & Comptroller

Date: _____

SAMPLE

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:
[___] physical presence, or
[___] online notarization
by:

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name]_____, who executed the foregoing instrument as [Title]_____
of [Corporation or Company Name]_____, a:
[___] corporation, or
[___] limited liability company
organized under the laws of [State]_____,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name]_____, as attorney in fact for _____.

****

Said person is (check one below):
[___] Personally known to me, or
[___] Has produced _____ as identification
on behalf of [*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]:
_____.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

SAMPLE

OFFEROR INFORMATION/CERTIFICATION FORM

This form MUST BE:

- **INCLUDED DOWLOADED, COMPLETED AND UPLOADED INTO BONFIRE WITH OFFEROR'S SUBMISSION**
- **FULLY executed with original authorized signature and TWO witness signatures**

1. "We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY THE PRESIDENT OF THE CORPORATION, OR A MEMBER OF A MEMBER-MANAGED LIMITED LIABILITY COMPANY, OR THE MANAGER OF A MANAGER-MANAGED LIMITED LIABILITY COMPANY; OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

OFFEROR MUST BE REGISTERED ON SUNBIZ (http://www.sunbiz.org/index.html), FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

2. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:
   Cardinal Landscaping Services of Tampa, Inc.
   (This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

3. Name/title of contact person for the Offeror: Michael C. Mantei - President

4. Business and mailing address: 817 E. Okaloosa Ave Tampa FL 33604 (If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

5. Primary business and mailing address (if different): Same

6. Telephone number: (813) 915 9696 Fax: (813) 915-9695

   Email Address: mcmantei@yahoo.com

The above-named Offeror affirms and declares:

A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.

B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:

C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:

E. That the Offeror is in compliance with Section 448.095(2), Florida Statutes, requiring Contractor and its Subcontractors to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The Offeror also confirms that no public employer has terminated a contract with the Offeror for failure to comply with Section 448.095(2), Florida Statutes, within the 12 months preceding the date this Certification Form is signed by the Offeror.

F. That no officer or employee or person whose salary is payable in whole or in part from the County is, will be or become interested, directly, or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.

G. That the Offeror has received and carefully examined all Addenda issued prior to uploading its Response and its Response will be in accordance with all Addenda prior to Response Opening.

H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.

J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date;

and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A

_____Local Business located in Pasco County

__X__Business located within Hillsborough, Pinellas, Polk, or Hernando County

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State/Federal Funds Involved: N (Y if applicable, N if not applicable)

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

K. By signing this Certification, I represent that I am of lawful age and have the authority to bind the Offeror for contract purposes. **If someone other than the President of the corporation, or a member of a member-managed limited liability company, or the manager of a manager managed limited liability company, then one of the following must be submitted with this Certification:**

1. If Offeror is a corporation (includes incorporated or company, or abbreviations thereof, in its name), and if other than the President of the corporation is signing this Certification, then one of the following must be submitted with this Certification:

   a. a current corporate resolution naming the officer or person signing this Certificate as authorized to sign contracts on behalf of the company or,

   b. a copy of the Board of Directors' resolution or meeting minutes designating the officer or person signing this Certificate as authorized to sign contracts for the corporation, certified by the secretary of the corporation.

2. If Offeror is a limited liability company, then the following must be submitted with this Certification: a copy of the Operating Agreement of the limited liability company showing that that person signing this Certificate is authorized to sign contracts for the limited liability company.

L. Attached to this response is a copy of the Certificate of Status from the Florida Secretary of State, Division of Corporations, which can be downloaded from https://dos.myflorida.com/sunbiz/search/.

M. Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

NONE

(The remainder of this page intentionally left blank).

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

Mark S Monte.
Witness No. 1 - Print Name

Witness No. 1 – (Signature in Ink)

Dennis Coulter
Witness No. 2 – Print Name

Witness No. 2 – (Signature in Ink)

OFFEROR:

BY: _____
(Authorized Signature in Ink)

Michael C. Monte
(Printed name of Signatory)

President
(Printed Title of Signatory)

4/16/24
(Signature Date)

CORPORATE SEAL
(where appropriate)

NOTARY ACKNOWLEDGMENT

STATE OF FL }
} ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me on 4/16, 2024, by means of:
[X] **physical presence,** or
[___] **online notarization**

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Michael C Mantei, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] Cardinal Landscaping Services of Tampa, a:
[X] **corporation,** or
[___] **limited liability company**
organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):
[___] **Personally known to me**, or
[X] **Has produced** Drivers License **as identification** M530 543 67 190-0
on behalf of [*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]:
Cardinal Landscaping Services of Tampa, Inc.

Stacy K Narvaiz
Signature of person taking acknowledgment

[Notary Stamp or Seal]

STACY NARVAIZ
Notary Public
State of Florida
Comm# HH293564
Expires 7/26/2026

Stacy K Narvaiz
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

CARDINAL BID FORM

Responses

Success: All data is valid!

						Numeric	
Status	**Bid/No Bid Decision**	**#**	**Item Name**	**Unit of Measure**	**Quantity Required**	**Unit Price**	**Total Cost**
Success: All values provided	**Bid**	#0-1	**Mowing (including but not limited to, Litter Control, Pest Control, Fertilizing, etc.)**	Square Feet	52031412	$ 0.00193	$ 100,420.63
Success: All values provided	**Bid**	#0-2	**Edging/Line Trimming (including but not limited to, Blowing, Weed Control, Pavement Weed Control, Litter Control, Pest Control, Fertilizing, etc.)**	Linear Feet	3458696	$ 0.00650	$ 22,481.52
Success: All values provided	**Bid**	#0-3	**Rough Mowing/Bush Hog Mowing (including but not limited to Litter Control, etc.)**	Acre	82	$ 80.00000	$ 6,560.00
Success: All values provided	**Bid**	#0-4	**Mowing with/and around Landscaping Plants (including but not limited to, Litter Control, Pest Control, Fertilizing, etc.)**	Square Feet	117949	$ 0.00264	$ 311.39
Basket Total							**$ 129,773.53**

Grand Total	**$ 129,773.53**

Detail by Entity Name

Florida Profit Corporation
CARDINAL LANDSCAPING SERVICES OF TAMPA, INC.

Filing Information

Document Number	P02000051042
FEI/EIN Number	59-3394554
Date Filed	05/06/2002
State	FL
Status	ACTIVE

Principal Address

817 E. OKALOOSA AVENUE
TAMPA, FL 33604

Changed: 08/16/2004

Mailing Address

817 E. OKALOOSA AVENUE
TAMPA, FL 33604

Changed: 02/17/2010

Registered Agent Name & Address

MANTEI, MICHAEL C
6624 Boatyard Dr.
Hudson, FL 34667

Name Changed: 08/16/2004

Address Changed: 04/20/2022

Officer/Director Detail

Name & Address

Title VP

MANTEI, Mark
817 E. OKALOOSA AVE.
TAMPA, FL 33604

Title VP

Mantei, Jeffrey M
817 E. Okaloosa Ave.
Tampa, FL 33604

Title President

Mantei, Michael C
817 E. Okaloosa Ave.
Tampa, FL 33604

Annual Reports

Report Year	Filed Date
2022	04/20/2022
2023	04/24/2023
2024	02/07/2024

Document Images

02/07/2024 -- ANNUAL REPORT	View image in PDF format
04/24/2023 -- ANNUAL REPORT	View image in PDF format
04/20/2022 -- ANNUAL REPORT	View image in PDF format
03/17/2021 -- ANNUAL REPORT	View image in PDF format
04/23/2020 -- ANNUAL REPORT	View image in PDF format
04/22/2019 -- ANNUAL REPORT	View image in PDF format
04/11/2018 -- ANNUAL REPORT	View image in PDF format
04/27/2017 -- ANNUAL REPORT	View image in PDF format
01/27/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
03/10/2011 -- ANNUAL REPORT	View image in PDF format
02/17/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
02/12/2007 -- ANNUAL REPORT	View image in PDF format
05/04/2006 -- ANNUAL REPORT	View image in PDF format
04/28/2005 -- ANNUAL REPORT	View image in PDF format
08/16/2004 -- ANNUAL REPORT	View image in PDF format
06/18/2004 -- Reg. Agent Resignation	View image in PDF format
05/08/2003 -- ANNUAL REPORT	View image in PDF format
05/06/2002 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

AGREEMENT

THIS AGREEMENT is entered by and between **PASCO COUNTY, FLORIDA,** by and through its Board of County Commissioners (hereinafter called "Owner," "Pasco County," or "County") and **Cardinal Landscaping Services of Tampa, Inc.**, (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Owner desires to retain Contractor to provide **As Needed Landscape Maintenance Services for Public Infrastructure**; and

WHEREAS, Owner has selected Contractor in accordance with competitive bidding procedures; and

WHEREAS, Contractor agrees to serve as Owner's Contractor for **As Needed Landscape Maintenance Services for Public Infrastructure**, based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1 – RECITALS

The recitations in the Whereas clauses above are incorporated herein by reference and made a part hereof. Capitalized terms in this Agreement, not otherwise defined, shall have the meaning as in the Solicitation.

ARTICLE 2 - WORK

Contractor will provide **As Needed Landscape Maintenance Services for Public Infrastructure**, as set forth in the Solicitation and listed specifications.

ARTICLE 3 – OWNER'S REPRESENTATIVE

The Project is administered by:

Public Infrastructure
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and

authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIME

4.1 Except as otherwise specified herein, **the Agreement shall remain in full force and effect from October 1, 2024, and continue for three years through September 30, 2027**, subject to the Price Escalation terms described in Article 5.3 below, unless cancelled in writing by Pasco County. The County reserves the right to extend the contract, under the same prices, terms, and conditions as in the original contract approved by Pasco County for two additional one-year periods, as found to be in the best interest of the County. All contracts are subject to the appropriation of funds by Pasco County.

4.2 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified and as directed in the Work Order(s), the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 ($100.00) for each calendar day after the date of completion listed in the Work Order. Default days will be counted in calendar days, excluding Sundays and holidays observed by the County.

ARTICLE 5 - CONTRACT PRICE

5.1 The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents subject to the Not to Exceed amount of **$8,467,350.00**, provided however, the Owner may increase this amount via unilateral Change Order. The County Administrator shall have the discretion to approve up to two one-year renewal options on the same terms and conditions as the original agreement in the NTE amount of $3,211,735.00 for FY 2028; and $3,502,909.00 for FY 2029, pending budget approval, for a total NTE contract amount of up to $15,181,994.00.

5.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

5.3 Price Escalation Terms: Pursuant to the "Price Adjustments Based on the Consumer Price Index (CPI)" terms of the Special Conditions incorporated herein, the Contractor may request that the County adjust prices based on the Consumer Price Index (CPI).

ARTICLE 6 - CONFLICTS

6.1 To the extent there is a conflict regarding indemnification and contract term between the Solicitation and this Agreement, the provisions of this Agreement will control.

ARTICLE 7 - TERMINATION OF AGREEMENT

7.1 In return for good and valuable consideration in the amount of $100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its discretion and termination will be effective, with cause immediately or without cause after 30 days, after written notice has been provided to the Contractor.

7.2 Following termination, Owner shall pay the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

8.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

8.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that it will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

ARTICLE 9 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work and are incorporated into this Agreement, consist of the following:

9.1 This Agreement.

9.2 Invitation to Bid.

9.3 General and Special Conditions of Contract.

9.4 Proposal and Bid Forms.

9.5 Insurance Certificates.

9.6 Contract Forms.

9.7 Specifications.

9.8 Exhibits.

9.9 Addenda numbers **1** to **1** inclusive.

9.10 Documents submitted by Contractor prior to Notice of Award (Bid Form, Offeror Form, Sunbiz).

9.11 Human Trafficking Affidavit.

9.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

ARTICLE 10 - SUBCONTRACTORS

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 11 – INDEMNIFICATION

11.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit,

demand, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) to the extent caused by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

11.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

11.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.

11.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.

11.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of $100.00, the sufficiency and receipt of which is hereby

acknowledged.

11.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 12 - MISCELLANEOUS

12.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

12.4 The Contractor hereby guarantees all work performed in accordance with the terms of this Agreement with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the Owner, subject to the following additional conditions.

12.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.

12.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under this Agreement.

12.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.

12.5 The Agreement will be governed by and construed under the laws of the State of Florida.

12.6 Venue for any state court dispute arising under this Agreement shall be at the West Pasco Judicial Center in Pasco County, Florida. Venue for any federal court dispute arising under this Agreement shall be at the United States Court in the Middle District of Florida – Tampa Division. **The parties waive their right to a jury trial.**

12.7 During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

12.8 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to Owner:
Pasco County Utilities
19420 Central Boulevard
Land O' Lakes, FL 34637
Attention: Branford Adumuah
Assistant County Administrator, Public Infrastructure

If to the Contractor:
Cardinal Landscaping Services of Tampa, Inc.
817 E. Okaloosa Avenue
Tampa, FL 33604
Attention: Michael C. Mantei, President

ARTICLE 13 – LAW COMPLIANCE

13.1 Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

13.2 Countries of Concern. As required by section 286.101, Florida Statutes , for contracts of $100,000.00 or more, contractors shall disclose to the Owner any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years ("Item"). "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor, by executing this Agreement, affirms that it has not received an Item from a foreign country of concern.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly qualified representatives and become effective on the date noted below.

CONTRACTOR,

WITNESS:

Cardinal Landscaping Services of Tampa, Inc.

By: _____

Date: 07/19/2024

Michael C. Mantei

Name

(SEAL)

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY, FLORIDA

ATTEST:

BCC 08/21/2024, CBX PN24-0073

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

OWNER,
PASCO COUNTY, FLORIDA

By: Ronald E. Oakley

Ronald E. Oakley, Chairman

APPROVED IN SESSION
AUG 21 2024
PASCO COUNTY BCC

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me on 07/19, 2024, by means of:
[X] **physical presence,** or
[___] **online notarization**
by:

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] Michael C Mantei, who executed the foregoing instrument as [Title] Owner
of [Corporation or Company Name] Cardinal Landscaping Services of Tampa, a:
[X] **corporation,** or
[___] **limited liability company**
organized under the laws of [State] Florida,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name]_____, as attorney in fact for _____.

****

Said person is (check one below):
[___] **Personally known to me**, or
[X] **Has produced** Florida Drivers Lic. **as identification**
on behalf of [*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]:
Cardinal Landscaping Services of Tampa, Inc.

STACY NARVAIZ
Notary Public
State of Florida
Comm# HH293564
Expires 7/26/2026

[Notary Stamp or Seal]

Stacy K Narvaiz
Signature of person taking acknowledgment

Stacy K Narvaiz
Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of the company or by the individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

MCM

Signature

Michael C. Mantei

Printed Name

Owner - President

Title

Cardinal Landscaping Services of Tampa, Inc

Name of Company if applicable

07/19/2024

Date

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☒ physical presence or ☐ online notarization, this 19 day of July, (month) 2024 (year), by Michael C Mantei (name of person making statement).

Stacy K Narvaiz

(Signature of Notary Public - State of Florida)

Stacy K. Narvaiz

(Print Commissioned Name of Notary Public)

STACY NARVAIZ
Notary Public
State of Florida
Comm# HH293564
Expires 7/26/2026

☐ Personally Known OR ☒ Produced Identification

Florida Drivers License

Type of Identification Produced



Detail by Entity Name

Florida Profit Corporation
CARDINAL LANDSCAPING SERVICES OF TAMPA, INC.

Filing Information

Document Number	P02000051042
FEI/EIN Number	59-3394554
Date Filed	05/06/2002
State	FL
Status	ACTIVE

Principal Address

817 E. OKALOOSA AVENUE
TAMPA, FL 33604

Changed: 08/16/2004

Mailing Address

817 E. OKALOOSA AVENUE
TAMPA, FL 33604

Changed: 02/17/2010

Registered Agent Name & Address

MANTEI, MICHAEL C
13823 Judy Ave.
Hudson, FL 34667

Name Changed: 08/16/2004

Address Changed: 04/21/2025

Officer/Director Detail

Name & Address

Title VP

MANTEI, Mark
817 E. OKALOOSA AVE.
TAMPA, FL 33604

Title VP

Mantei, Jeffrey M
817 E. Okaloosa Ave.
Tampa, FL 33604

Title President

Mantei, Michael C
817 E. Okaloosa Ave.
Tampa, FL 33604

Annual Reports

Report Year	Filed Date
2024	02/07/2024
2025	04/21/2025
2026	03/10/2026

Document Images

03/10/2026 -- ANNUAL REPORT	View image in PDF format
04/21/2025 -- ANNUAL REPORT	View image in PDF format
02/07/2024 -- ANNUAL REPORT	View image in PDF format
04/24/2023 -- ANNUAL REPORT	View image in PDF format
04/20/2022 -- ANNUAL REPORT	View image in PDF format
03/17/2021 -- ANNUAL REPORT	View image in PDF format
04/23/2020 -- ANNUAL REPORT	View image in PDF format
04/22/2019 -- ANNUAL REPORT	View image in PDF format
04/11/2018 -- ANNUAL REPORT	View image in PDF format
04/27/2017 -- ANNUAL REPORT	View image in PDF format
01/27/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
03/10/2011 -- ANNUAL REPORT	View image in PDF format
02/17/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
02/12/2007 -- ANNUAL REPORT	View image in PDF format
05/04/2006 -- ANNUAL REPORT	View image in PDF format
04/28/2005 -- ANNUAL REPORT	View image in PDF format
08/16/2004 -- ANNUAL REPORT	View image in PDF format
06/18/2004 -- Reg. Agent Resignation	View image in PDF format
05/08/2003 -- ANNUAL REPORT	View image in PDF format
05/06/2002 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** PW26-0053 **DATE:** 6/16/2026

SUBJECT: Amendment 1 to Standard Grant Agreement No. LPA0361 – Florida Department of Environmental Protection – Extend Grant and Schedules Green Key Neighborhood Drainage Improvements (LPA0361) (SW-1088) – $2,000,000.00 (Grant Funding)

REFERENCES: PW23-0059

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Jason Mickel, Public Works Director

RECOMMENDED BOARD ACTION:

Approve Amendment 1 to Standard Grant Agreement No. LPA0361 (Agreement) between the Florida Department of Environmental Protection (FDEP) and Pasco County extending the term of the Agreement until December 31, 2028. Authorize the Chairman to execute the four originals provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On April 4, 2023, the Board of County Commissioners (BCC) approved the Agreement with FDEP for a funding amount of $2,000,000.00 for the construction of the Green Key Neighborhood Drainage Improvements (Project) (PW23-0059). The project area is located in the Lower Coastal Watershed, .01 miles north of Green Key Road, .01 miles south of Snug Harbor Road, .30 miles west of U.S. Highway 19, and 1.43 miles east of Green Key Beach.

The Project is a critical initiative aimed at mitigating persistent flooding issues that have affected residents in the Green Key Estates Neighborhood. Through a series of targeted drainage and roadway enhancements, the Project seeks to improve stormwater management, protect property, and enhance the overall quality of life for those living in the area. The engineering and design phase for these improvements has been successfully completed. At present, the project is in the construction procurement stage, where contracts for necessary construction and implementation services are being solicited and reviewed.

The Agreement, which governs the terms and funding for this Project, is set to expire on December 31, 2027. This extension will provide a necessary buffer to complete all project phases, including construction, oversight, and final inspections, without risking a lapse in grant coverage or compliance with state requirements. If approved, the new expiration date will be December 31, 2028.

Amendment 1 also makes changes to Attachment 1 Section 8, Attachment 3, Attachment 5, and Exhibit A. These amendments are to bring the current boilerplate and current documents used by FDEP.

The Public Works Department requests approval of Amendment 1 to the Agreement

extending the term of the Agreement to December 31, 2028.

DESCRIPTION (TIME)	START DATE	END DATE
Original Agreement	April 17, 2023	December 31, 2027
Amendment No. 1 to Agreement	January 1, 2028	December 31, 2028

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original
2. Mail Three Originals signed by the Board of County Commissioners (with two to be returned upon signing by FDEP) to:

Sarah Prieto, Environmental Manager
Florida Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, FL 32399
sarah.prieto@floridaDEP.gov

Returned to:
Pasco County Clerk of Court & Comptroller
East Pasco Government Center
Division of Board Records
38053 Live Oak Avenue
Dade City, FL 33523-3805

The Two Originals returned to Board Records to distribute as follows:
1. Retain One Original
2. One Original to: Theresa Cervone, Public Works Department, New Port Richey

ATTACHMENT(S):
1. PW26-0053 Amendment No.1 to Agreement LPA0361 (Four Originals)
2. PW26-0053 Memorandum PW23-0059
3. PW26-0053 Standard Grant Agreement No. LPA0361
4. PW26-0053 Location Map

cc: Carrie C. Roberts, Purchasing Director

AMENDMENT NO. 1
TO AGREEMENT NO. LPA0361
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
PASCO COUNTY

This Amendment to Agreement No. LPA0361 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Pasco County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Pasco County Green Key Drainage Improvements (Project), effective April 17, 2023; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to design changes; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2028. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. The following is hereby added to Attachment 1 in Section 8:

   State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

   The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

4. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

5. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

PASCO COUNTY

By: _____
Authorized Signature

Jack Mariano, Chair, BOCC
Print Name and Title

Date: _____

(Seal)

Attest:

_____
Nikki Alvarez-Sowles, Esq.
County Clerk and Comptroller

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Sarah Prieto, DEP Grant Manager

_____
Kate Pace, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: Pasco County Green Key Drainage Improvements

PROJECT LOCATION: The Project will be located in the City of New Port Richey within Pasco County; Lat/Long (28.2549, -82.7330). See Figure 1 for a location map and site plan.

PROJECT BACKGROUND: The Green Key neighborhood is located west of US-19 and north of Green Key Boulevard. The neighborhood is in the Lower Coastal Watershed and its elevation ranges from approximately 6 feet to approximately 2.5 feet. Due to its low-lying topography, the neighborhood experiences regular flooding, especially during high tides and storm surges.

Pasco Board of County Commissioners (Grantee) proposes to perform drainage improvements to reduce localized flooding in the Green Key neighborhood. The primary goal of this project is to reduce structural and roadway flooding in an area of medium-density residential land uses, protecting resources such as housing, transportation, emergency services, and commerce.

PROJECT DESCRIPTION: The Grantee will make bilateral conveyance improvements, from the Green Key neighborhood to both the upper and lower lobes of Oyster Creek, and roadway elevation by approximately nine inches, to directly reduce roadway flooding susceptibility. The grant funding will result in a completed project.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of the drainage improvements and roadway elevations for the Green Key Neighborhood and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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Task 2: Construction

Deliverables: The Grantee will construct Pasco County Green Key Drainage Improvements in accordance with the final design.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$100,000	07/01/2022	06/30/2027
2	Construction	Contractual Services	$1,900,000	07/01/2022	06/30/2028
		Total:	$2,000,000		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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Figure 1: Location Map and Site Plan



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects – LI 1665A	$2,000,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,000,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A-1
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** PW23-0059 **DATE:** 4/4/2023

SUBJECT: Standard Grant Agreement No. LPA0361 between the Florida Department of Environmental Protection and Pasco County – Pasco County Green Key Drainage Improvements (LPA0361) (SW-1088) – $2,000,000.00

REFERENCES: RSQ-ML-19-088, PW19-0121, PW20-0043, SMO20-015

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Joseph Amoah, Assistant Director of Public Works

RECOMMENDED BOARD ACTION:

Approve Standard Grant Agreement No. LPA0361 between the Florida Department of Environmental Protection (FDEP) and Pasco County ("Agreement"). Authorize the Chairman to execute the two originals of the Agreement provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The Pasco County Green Key Drainage Improvements project consists of drainage improvements to abate localized flooding in the Green Key neighborhood. The project is based on a concept plan developed under Task Order No. SMO20-015 issued to Jacobs Engineering Group, Inc., and completed on August 19, 2020.

The project will be conducted in two phases: Design/Permitting and Construction. The Public Works Department is currently pursuing a task order for design and permitting services. The Agreement will fund a portion of the cost of the design, permitting, and construction phases of the project.

A tentative project schedule is provided below:

DESCRIPTION	COMMENCE	COMPLETE
Design	Spring 2023	Winter 2024
Permitting	Winter 2024	Spring 2024
Bidding & Contract Award	Spring 2024	Winter 2025
Construction and Construction Engineering & Inspection (CEI)	Winter 2025	Fall 2025
As-Built Survey, Record Drawings & Substantial Completion	Fall 2025	Spring 2026

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $2,000,000.00 will be available in the Grant Fund, Public Works Capital, Project 23017.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain One Original
2. Electronically to: Richmond Abellera, Environmental Specialist III, FDEP, at Richmond.Abellera@FloridaDEP.gov
3. Mail One Original to:
   Richmond Abellera, Environmental Specialist III
   State of Florida Department of Environmental Protection
   3900 Commonwealth Blvd.
   Tallahassee, FL 32399-3000

ATTACHMENT(S):
1. PW23-0059 Green Key State Funding Agreement LPA0361 (Two Originals)
2. PW23-0059 Location Map

cc: Carrie C. Roberts, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

April 10, 2023

Richmond Abellera, Environmental Specialist III
State of Florida Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

RE: Pasco County Green Key Drainage Improvements
C26 PW23-0059

Dear Sir/Madam:

At the April 4, 2023 meeting of the Pasco County Board of County Commissioners, the above mentioned agenda item was approved. Attached are two (2) documents for final execution. Upon signing, please return one (1) fully executed document to the following address:

Board Records Division
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, FL 33525

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Meaghan Legnini
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

From:	Legnini, Meghan
To:	"Richmond.Abellera@FloridaDEP.gov"
Cc:	Schmidt, Donalee; Egbert, Shannon
Subject:	BCC 04-04-2023 - C26 PW23-0059 - Agreement
Date:	Monday, April 10, 2023 10:59:00 AM
Attachments:	BCC 04-04-2023 - C26 PW23-0059 - Agreement.pdf

Good morning,

At the Pasco County Board of County Commissioners meeting of April 4, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on “Transparency”, click on “Agendas & Minutes”, select the meeting date from the list, click on “Agenda”, click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,
Meaghan Legnini
Records Clerk I, Board Records Division
Deputy Clerk

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, FL 33525
(352) 521- 4550
mlegnini@pascoclerk.com
www.pascoclerk.com
#ServeAndConnect

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Pasco County Green Key Drainage Improvements**

Agreement Number: **LPA0361**

2. Parties: **State of Florida Department of Environmental Protection**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: **Pasco County** Entity Type: **Local Government**

Grantee Address: **4454 Grand Boulevard, New Port Richey, Florida 34652** FEID: **59-6000793** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **December 31, 2027**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long (28.2549, -82.7330)**

Project Description: **The Green Key project will consist of bilateral conveyance improvements, from the Green Key neighborhood to both the upper and lower lobes of Oyster Creek, and roadway elevation, to directly reduce roadway flooding susceptibility.**

5. Total Amount of Funding: **$2,000,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**LP, GAA LI 1665A, FY 22-23**	**$2,000,000.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$2,000,000.00**

6. Department's Grant Manager

Name: **Arlene Acevedo** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd. MS-3602
Tallahassee, FL 32399-3000

Phone: **850-245-2819**

Email: **Arlene.Acevedo@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Sandy Choquette** or successor

Address: **Pasco County**
4454 Grand Boulevard
New Port Richey, FL 34652

Phone: **727-834-3611**

Email: **schoquette@pascocountyfl.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Pasco County **GRANTEE**

Grantee Name

Attest

By: Kimberly W. Thompson, DC.

Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

By [signature]

(Authorized Signature)

Date Signed

APPROVED IN SESSION

APR 04 2023

PASCO COUNTY BCC

Jack Mariano, Chair, Board of County Commissioners

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By [signature]

Digitally signed by Angela Knecht
Date: 2023.04.17 09:38:14 -04'00'

Secretary or Designee

Date Signed

Angela Knecht, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

Digitally signed by Arlene Acevedo
Date: 2023.04.13 13:14:48 '-04'00'

Arlene Acevedo, DEP Grant Manager

Kathleen Downey Digitally signed by Kathleen Downey
Date: 2023.04.14 14:26:01 -04'00'

Kathleen Downey, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/division/aa/state-agencies.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/state-agencies.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)

shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had

been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

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

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

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

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0361

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Pasco County Green Key Drainage Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Pasco County Green Key Drainage Improvements

PROJECT LOCATION: The Project will be located in the City of New Port Richey within Pasco County; Lat/Long (28.2549, -82.7330). See Figures 1 for a location map and site plan.

PROJECT BACKGROUND: The Green Key neighborhood is located west of US-19 and north of Green Key Boulevard. The neighborhood is in the Lower Coastal Watershed and its elevation ranges from approximately 6 feet to approximately 2.5 feet. Due to its low-lying topography, the neighborhood experiences regular flooding especially during high tides and storm surges.

Pasco Board of County Commissioners (Grantee) proposes to perform drainage improvements in an effort to reduce localized flooding in the Green Key neighborhood. The primary goal of this project is to reduce structural and roadway flooding in an area of medium-density residential land uses, protecting resources such as housing, transportation, emergency services, and commerce.

PROJECT DESCRIPTION: The Grantee will make bilateral conveyance improvements, from the Green Key neighborhood to both the upper and lower lobes of Oyster Creek, and roadway elevation by approximately nine inches, to directly reduce roadway flooding susceptibility. The grant funding will result in a completed project.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of the drainage improvements and roadway elevations for the Green Key Neighborhood and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct the drainage improvements and elevate roadways within the Green Key neighborhood in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$100,000	07/01/2022	06/30/2027
2	Construction	Contractual Services	$1,900,000	07/01/2022	06/30/2027
		Total:	$2,000,000		

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Figure 1. Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects - LI 1665A	$2,000,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,000,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	**LPA0361**
Project Title:	**Pasco County Green Key Drainage Improvements**
Grantee Name:	**Pasco County**
Grantee's Grant Manager:	**Sandy Choquette**
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Design and Permitting

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 2: Construction

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Completion Status for Tasks:
Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

▪

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(***Original Ink or Digital Timestamp***)

Date

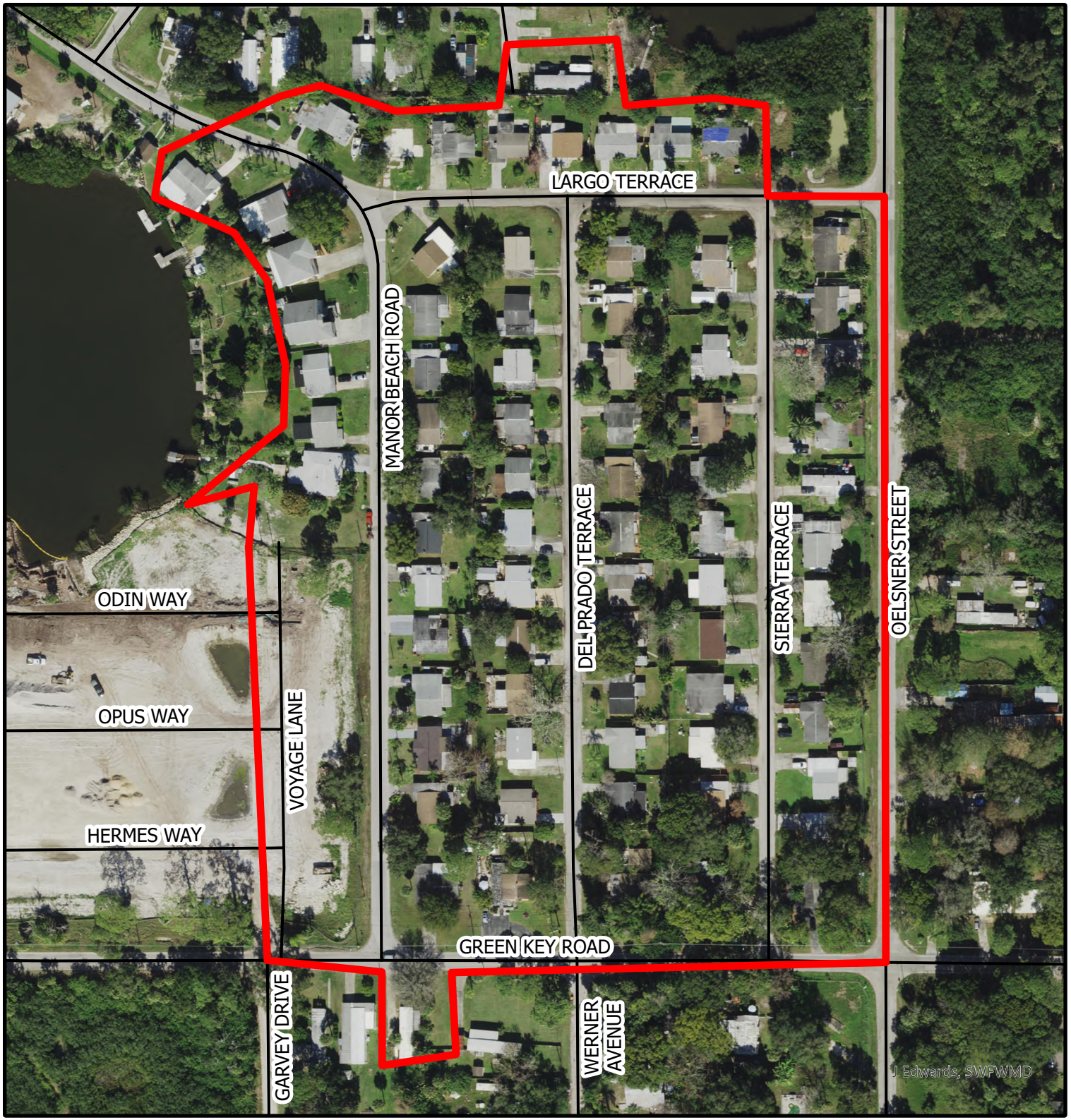
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.



PW26-0053 Green Key LPA0361: FDEP Agreement SW-1088

COMMISSION DISTRICT 5

N
W E
S

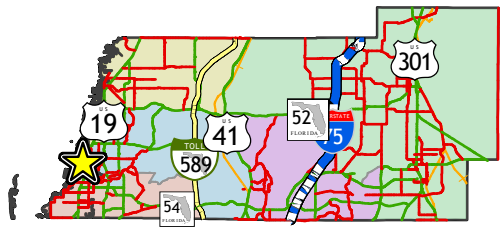
Legend

Project Area

Roads

0 125 250 Feet

This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the minimum technical standards under the Florida Administrative Code 61G17-6. The Pasco County Board of County Commissioners does not accept any responsibility for errors or omissions of any kind contained in the data herein. All products and derivations from the data contained herein must retain this disclaimer.



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BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PW26-0054 **DATE:** 6/16/2026

SUBJECT: Additional Purchasing Authority and First Amendment to Agreement for Solicitation No. IFB-KM-24-007 – Megascapes Landscape and Maintenance, Inc – As Needed Landscape Beautification and Maintenance Services – $300,000.00

REFERENCES: IFB-KM-24-007, PW24-0091, UTOM25-0664, NI25-1048, NI26-0216

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Jason Mickel, Public Works Director

RECOMMENDED BOARD ACTION:

Approve the additional purchasing authority and First Amendment to the Agreement for solicitation no. IFB-KM-24-007 for as-needed landscape and beautification and maintenance services for medians and rights-of-way within the U.S. Highway 19 corridor (Agreement), with Megascapes Landscape and Maintenance, Inc (Megascapes), in the annual Not to Exceed (NTE) amount of $300,000.00 for Fiscal Year (FY) 2026, resulting in the cumulative NTE contract amount of $1,672,000.00. Authorize the Chairman to execute the two originals of the First Amendment provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On March 7, 2017, the Board of County Commissioners (BCC) approved the District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT) to beautify certain portions of U.S. Highway 19 within Pasco County. Under this agreement, the County is responsible for maintaining sections of the rights-of-way and medians along the U.S. Highway 19 corridor. FDOT does not reimburse the County for these maintenance activities. (PDD17-853)

On September 17, 2024, the BCC approved the award of solicitation no. IFB-KM-24-007 to Megascapes for as-needed landscape beautification and maintenance services in the NTE amount of $620,000.00 for FY 2025 and $652,000.00 for FY 2026, resulting in the total NTE amount of $1,272,000.00 for the contract term beginning on the date of BCC approval and continuing through September 30, 2026 (PW24-0091).

On July 23, 2025, the Purchasing Director approved the addition of the bid line item for viburnum trees to the Agreement to maintain a clean and appropriate standard for neighboring customers and constituents (UTOM25-0664).

On July 25, 2025, the Purchasing Director approved additional purchasing authority for the Agreement in the NTE amount of $25,000.00 for FY 2025, and $25,000.00 for FY 2026, resulting in a new cumulative NTE amount of $1,322,000.00 for the term of the Agreement (NI25-1048).

On September 10, 2025, the County Administrator approved additional purchasing authority for the Agreement in the NTE amount of $50,000.00 for FY 2025, resulting in

a new cumulative NTE amount of $1,372,000.00 for the term of the Agreement (NI26-0216).

On October 6, 2025, the Purchasing Director approved the addition of the bid line items for litter collection to address the extreme amount of litter and debris along the US Highway 19 corridor and the other county-maintained medians and rights-of-way (PWM26-0005).

The Public Works Department has identified the need for additional funding for the Agreement in the NTE amount of $300,000.00 to meet the level of service demands for landscape plants and maintenance services for the Pasco County-maintained medians and rights-of-way within the US Highway 19 corridor. The First Amendment modifies the Agreement to reflect this increased funding.

The Public Works Department, with concurrence from the Purchasing Department, requests approval of the First Amendment to the Agreement and additional purchasing authority in the amount of $300,000.00 for FY 2026, resulting in the new NTE amount of $1,672,000.00 for the contract term ending September 30, 2026.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $300,000.00 is budgeted and available for FY 2026 in the County Transportation Trust Fund, Stormwater Management Fund, and Tree Mitigation Fund, Public Works Department.

DISTRIBUTION:
1. Retain One Original
2. Mail One Original to:
   Mr. James Seemann, President
   Megascapes Landscape and Maintenance, Inc
   9535 Fort King Road
   Dade City, FL 33525

ATTACHMENT(S):
1. PW26-0054 First Amendment to Agreement (Two Originals)
2. PW26-0054 Memorandum PW24-0091
3. PW26-0054 Memorandum UTOM25-0664
4. PW26-0054 Memorandum PDD17-853
5. PW26-0054 Memorandum NI25-1048
6. PW26-0054 Memorandum NI26-0216
7. PW26-0054 Memorandum PWM26-0005
8. PW26-0054 Solicitation Documents IFB-KM-24-007
9. PW26-0054 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

FIRST AMENDMENT TO AGREEMENT BETWEEN PASCO COUNTY AND MEGASCAPES LANDSCAPE AND MAINTENANCE, INC. FOR THE LANDSCAPE BEAUTIFICATION AND MAINTENANCE SERVICES CONTRACT

THIS FIRST AMENDMENT to the Landscape Beautification and Maintenance Services Contract for Solicitation No. IFB-KM-24-007 is made and entered into by and between Pasco County, by and through its Board of County Commissioners (hereinafter referred to as the "Owner"), and Megascapes Landscape and Maintenance, whose business address is 9535 Fort King Road, Dade City, Florida 33525 (hereinafter referred to as the "Contractor").

WHEREAS, the Owner awarded solicitation no. IFB-KM-24-007 for "As Needed Landscape Beautification and Maintenance" Services to the Contractor, and subsequently entered into an agreement made effective on September 17, 2024 (the "Agreement"); and

WHEREAS, July 23, 2025, the Purchasing Director approved the addition of the bid line item for viburnum trees to the approved solicitation in order to maintain a clean and appropriate standard for neighboring customers and constituents (UTOM25-0664); and

WHEREAS, July 25, 2025, the Purchasing Director approved the additional purchasing authority with Megascapes for as needed landscape beautification and maintenance services in the additional NTE amount of $25,000.00 for FY 2025, and $25,000.00 for FY 2026 resulting in a new cumulative NTE amount of $1,322,000.00 for the term of the contract (NI25-1048); and

WHEREAS, September 10, 2025, the County Administrator approved the additional purchasing authority with Megascapes for as needed landscape beautification and maintenance services in the additional NTE amount of $50,000.00 for FY 2025, resulting in a new cumulative NTE amount of $1,372,000.00 for the term of the contract (NI26-0216);and

WHEREAS, October 6, 2025, the Purchasing Director approved the addition of the bid line items for litter collection that are required due to the extreme amount of litter and debris accumulation along the US19 corridor and the other County-maintained medians and rights-of-way (PWM26-0005); and

WHEREAS, the Contractor is agreeable to continuing to provide the services as specified under the terms of this Agreement.

NOW, THEREFORE, the Owner and the Contractor, in consideration of the mutual covenants and provisions contained herein, the sufficiency of which are hereby acknowledged, agree as follows:

1. The statements contained in the recitation of facts set forth above are true and correct and are hereby incorporated in and made a part of this First Amendment to the Agreement.

2. Section 5.1 of the Agreement is modified to read:
   The Owner shall pay the Contractor for the completion of the Work in current funds and in accordance with the Contract Documents subject to the Not to Exceed amount of **$1,672,000.00**, provided however, the Owner may increase this amount via unilateral Change Order. The County Administrator shall have discretion to approve up to two one-year renewal options on the same terms and conditions as the original agreement in the NTE amount of **$686,200.00** for FY 2027; and **$721,620.00** for FY 2028, pending budget approval, for a total NTE contract amount of up to **$3,079,820.00**.

3. The terms, covenants, and conditions set forth in the Agreement, except as specifically modified by this Amendment, are approved, ratified, and confirmed in their entirety. The Agreement shall remain in full force and effect until its expiration or termination.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties, hereto have executed this First Amendment to the Agreement, effective June 2, 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

By:_____
NIKKI ALVAREZ-SOWLES, ESQ.
Clerk & Comptroller

By: _____
Jack Mariano, Chairman
Pasco County BCC

Date: _____

MEGASCAPES LANDSCAPE AND
MAINTENANCE, INC.

By: James Seemann

Print Name: James Seemann

Title: President

Date: 5/6/26

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Pasco }

The foregoing instrument was acknowledged before me on _____, 20____, by means of:

[X] **physical presence** or
[____] **online notarization**

by ***[as applicable, complete one (1) of the four (4) choices below]***:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] James Seemann, who executed the foregoing instrument as
[Title] President of
[Corporation or Company Name] Megascapes Landscape and Maintenance, Inc, a:
[X] **corporation** or
[____] **limited liability company**
organized under the laws of [State] Florida,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____, Partner (or Agent), on behalf of

[Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact for [Principal Name] _____.

****

Said person is (check one below):

[X] **Personally known to me**, or
[____] **Has produced** _____ **as identification.**

Crystal Zuger
Signature of person taking acknowledgment

[Notary Stamp or Seal]

Crystal Zuger
Print Notary's name

(This line is required to be completed by §117.05, F.S.)

Notary Public State of Florida
Crystal Zuger
My Commission HH 650793
Expires 7/5/2029

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PW24-0091 **DATE:** 9/17/2024

SUBJECT: Award of Bid No. IFB-KM-24-007 – Megascapes Landscape and Maintenance, Inc. – As Needed Landscape Beautification and Maintenance Services – Multi-Year Award – $1,272,000.00

REFERENCES: IFB-KM-24-007

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Jason Mickel, Public Works Director

RECOMMENDED BOARD ACTION:

Approve the Award of Bid No. IFB-KM-24-007 to the sole, responsive, and responsible bidder, Megascapes Landscape and Maintenance, Inc. (Megascapes), for as needed landscape beautification and maintenance services, in the annual Not to Exceed (NTE) amount of $620,000.00 for Fiscal Year (FY) 2025; and $652,000.00 for FY 2026. This will result in the cumulative NTE amount of $1,272,000.00 for the two-year term of the contract beginning on the date of Pasco County Board of County Commissioners (BCC) approval and continuing through September 30, 2026. Delegate to the County Administrator the discretion to approve each of the two one-year renewal options on the same terms and conditions as the original agreement in the NTE amount of $686,200.00 for FY 2027; and $721,620.00 for FY 2028, pending budget approval for a total NTE contract amount of up to $2,679,820.00. Authorize the Chairman to execute the two originals of the Agreement provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On February 21, 2024, at the request of Public Works Department, the Purchasing Department solicited an Invitation for Bid (IFB), Solicitation No. IFB-KM-24-007, for as needed landscape beautification and maintenance services. The specifications were prepared by the Public Works Department. All provisions of the Pasco County's Purchasing Ordinance have been met.

On April 26, 2024, all bids were publicly opened. Two thousand fourteen vendors received automatic email notices. Fifty-seven vendors downloaded the solicitation. A summary of the document takers list for this solicitation is attached. One response was received and is from Dade City, FL. Final award was negotiated with the sole bidder, Megascapes, in accordance with the Purchasing Ordinance. The final tabulation is attached.

The Public Works Department uses this contract for as needed landscape beautification and maintenance services for County-maintained medians and rights of way, including the newly acquired US 19 corridor.

The Public Works Department, with concurrence from the Purchasing Department, requests award to Megascapes, for a cumulative NTE amount of $1,272,000.00 for the contract period beginning on the date of approval from the BCC, and continuing through

September 30, 2026, with two optional annual renewals, pending budget approval for a total four-year contract amount of up to $2,679,820.00.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $600,000.00 will be budgeted for FY 2025, and $630,000.00 for FY 2026, in the County Transportation Trust Fund, Public Works Department, contingent upon approval from the BCC of the various budgets. Funding in the amount of $662,000.00 will be requested for FY 2027, and $695,000.00 will be requested for FY 2028, contingent upon annual renewals and approval from the BCC of these budgets.

Funding in the amount of $20,000.00 will be budgeted for FY 2025, and $22,000.00 for FY 2026 in the Water and Wastewater Unit Fund, Utilities O&M Department. Funding in the amount of $24,200.00 will be requested for FY 2027, and $26,620.00 will be requested for FY 2028, contingent upon annual renewals and approval from the BCC of these budgets.

DISTRIBUTION:

1. Retain One Original
2. Mail One Original to:
   Mr. James Seemann, President
   Megascapes Landscape and Maintenance, Inc.
   9535 Fort King Road
   Dade City, FL 33525

ATTACHMENT(S):

1. PW24-0091 Agreement (Two Originals)
2. PW24-0091 Solicitation Documents IFB-KM-24-007
3. PW24-0091 Document Takers
4. PW24-0091 Bid Form
5. PW24-0091 Bid Tabulation
6. PW24-0091 Human Trafficking Affidavit
7. PW24-0091 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

September 20, 2024

James Seemann, President
Megascapes Landscape and Maintenance, Inc.
9535 Fort King Road
Dade City, FL 33525

RE: As Needed Landscape Beautification and Maintenance Services
C39 PW24-0091

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of September 17, 2024, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Meeting Overview", scroll down to the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell
Records Clerk III, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PUBLIC INFRASTRUCTURE BRANCH
Operations & Maintenance Department

INTEROFFICE MEMORANDUM

DATE: July 23, 2025

TO: Carrie Roberts
Purchasing Director

FROM: Stewart Shook
Interim Utilities Operations and Maintenance Director

"Approved By" Stewart Shook Digitally signed by "Approved By" Stewart Shook Date: 2025.07.23 08:23:33 -04'00'

FILE: UTOM25-0664

SUBJECT: Additional Tree – Megascapes Landscape and Maintenance, Inc. – As Needed Landscape Beautification and Maintenance Services – No Additional Funding Required

REFERENCES: IFB-KM-24-007; PW24-0091

Solicitation IFB-KM-24-007 was approved by the Board of County Commissioners on September 17, 2024. The Utilities Operations and Maintenance (O&M) Department utilizes this solicitation to purchase viburnum trees. This solicitation allows for the addition of trees not specified in the solicitation.

The Utilities O&M Department is requesting the addition of viburnum trees to this solicitation for us to be able to maintain a clean and appropriate standard for neighboring customers and constituents. This type of tree was recommended for use by Megascapes to solve the complaints coming from the Dupree Lakes Subdivision located just to the South of the Land O' Lakes Wastewater Treatment Plant.

Please approve adding the requested viburnum tree cost to the above referenced solicitation.

Thank you for your assistance.

Approved:

Carrie C. Roberts, Purchasing Director

7/23/25
Date

Attachments: Megascapes Viburnum Tree Quote, Memorandum PW24-0091, Solicitation IFB-KM-24-007

ec: Cameron Abbey, Project Manager, Utilities Operations and Maintenance Department
Faith Jackson, Contracts/Specifications Coordinator, Department of Public Works

SS/ts

Mission: Providing our community, customers, and future generations with high quality, efficient, and innovative water, wastewater, and solid waste services

BOARD OF COUNTY COMMISSION
AGENDA MEMORANDUM

COMMISSION DISTRICT: ALL **FILE NO.**: PDD17-853 **DATE**: 2/27/2017

SUBJECT: District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement – State of Florida Department of Transportation and Pasco County – Beautification of S.R. 55 (U.S. 19) – F.P.I.D. 440200-1-58-01 – $1,000,000.00

THRU: Don Rosenthal, M.B.A., Assistant County Administrator, Planning and Development

FROM: Mr. Kristen M. Hughes, AICP, Planning and Development Administrator

STAFF: Mary Helen Duke, Planner II

RECOMMENDED BOARD ACTION:
Approve the proposed Agreement, and adopt the District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMA) and Authorize the Chairman to execute the six originals of the Agreement provided, and direct the Board Records Department to distribute as set forth under the Distribution Section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

In 2015, Pasco County initiated discussions with FDOT on grant funding opportunities for beautification of the US 19 Corridor. FDOT encouraged coordination with the Cities of New Port Richey and Port Richey to ensure a cohesive plan was developed for the corridor.

In May 2016, Pasco County submitted a Letter of Interest to the Florida Department of Transportation District Seven office requesting $1,000,000.00 for 2017 reimbursable funding for landscape design and installation along the US 19 corridor (SR 55) rights-of-way within the unincorporated areas between the Hernando County line to the Pinellas County line.

On July 14, 2016, Pasco County was informed that the County's request for funding for the landscape project on SR 55 was approved by FDOT.

On July 20, 2016, Pasco County forwarded a Letter of Acceptance to Michael Kidde, District 7 FDOT Landscape Architect, accepting the $1,000,000.00 funding for landscaping on US 19 (SR 55).

In October 2016, the Gulf Coast Highway Roadway Maintenance Organization (RMO) was formed by the West Pasco Chamber of Commerce and the Pasco County Board of Realtors to serve as a non-profit organization responsible for maintenance of the US 19 corridor, which is in the process of being rebranded as the Gulf Coast Highway. Greg Armstrong serves as President of the RMO and has been instrumental in development of the project and the RMO. The RMO plans to sell landscape sponsorships along the US 19 corridor to fund landscape improvements. Upon approval of the District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement by the BOCC, Pasco County plans to enter into a parallel agreement with the RMO to maintain the US 19 corridor.

On February 13, 2017 a copy of the FY 17 District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement was forwarded to the County for execution with a corresponding Resolution within thirty (30) calendar days from receipt of the letter.

If approved by the BOCC, a fully executed agreement **must be submitted to FDOT by March 14, 2017.**

DISCUSSION:

- The *Harbors West Market Development/Infill Plan* recommends beautification of US 19 through the following strategies:
  - Strategy T10: "Coordinate with FDOT on future transportation improvements on US 19 including ***beautification/landscaping,*** multi-modal applications, and improving safety."
  - Strategy T14: "Improve pedestrian circulation and safety along the major roadways employing a combination of strategies/elements such as access management, sidewalks***, landscaped medians***, street lighting, countdown pedestrian signals, and traffic calming mechanisms."
  - Strategy U13: "Identify redevelopment opportunities that help create gateways in the West Market Area at the north and south entrances on US 19. The gateway could be a building or cluster of buildings, or ***any feature*** that marks the arrival to the West Market Area."
  - Strategy U16: "Identify different segments along US 19 and other major corridors which have or could have a unique concept for future development. Formulate ***streetscape improvement strategies*** that help provide a distinct and unified identity to these corridor segments."
  - Strategy U18: "Evaluate strategies for providing access to the Gulf along the US 19 corridor to ***improve the coastal image of the area***."

- The estimated cost of landscaping the entire US 19 corridor unincorporated area is $3.5 million. Up to $100,000.00 of the $1million FDOT landscaping grant may be utilized for planning and design of the landscaping project. Construction plans/drawings will be prepared for the entire project (unincorporated areas, county line to county line). $900,000.00 of the $1 million FDOT grant will be utilized for landscape materials and installation costs. These funds will be expended for landscaping of prioritized areas of the US 19 corridor (to be determined during the planning and design phase).

- The District Seven HLRMA Agreement specifies that the County will provide FDOT:

  - Within 120 calendar days of the agreement landscape plans and specifications, including:
    - A Maintenance Plan
    - Maintenance of Traffic plan sheets
    - Project Schedule
    - Letter of no conflict from all utilities within the Project limits.
    - Project cost estimate.

  - Any plan revisions and/or FDOT rejected elements must be approved and resubmitted to FDOT within 180 calendar days following the execution of the Agreement, or the Agreement may be terminated by FDOT.

  - The Agreement details installation, billing and payment, standard financial provisions, maintenance, termination, claims, and general (including E-Verify) requirements that Pasco County must follow.

- Landscaping installation will not commence until a Notice to Proceed with Construction is received from FDOT.

- Pasco County must comply with Maintenance of Traffic plans in accordance with project plans and FDOT's Maintenance of Traffic Regulations.

- HLRMA grant is reimbursable upon completion of the 90 calendar day establishment period and approval of Project installation by FDOT. County must furnish FDOT final billing within 180 calendar days of approval of Project installation. Eligible reimbursement activities include professional design, inspection and enforcement of material and installation standards and the purchase, installation and establishment of plant materials. Reimbursement for design fees may not exceed 10% of the total reimbursement amount. Travel expenses are not reimbursable. The grant will not pay for "hardscape" elements, such as brick pavers within medians. The County may submit pedestrian safety oriented hardscape elements that are directly connected to landscaping and pedestrian safety to the FDOT Landscape Architect for approval, prior to installation.
- By signing the Agreement, Pasco County agrees to:
    - Remove litter from all landscaped areas of the Project
    - Remove fallen palm fronds, fruit and flower stalks and twigs and limbs from all landscaped areas of the Project;
    - Water and fertilize all plants;
    - Mulch all plant beds;
    - Keep plants as free as practible from disease and harmful insects;
    - Weed the Project premises routinely;
    - Mow and/or cut grass within the areas delineated by the landscape plans;
    - Prune all plants, specifically remove all dead or diseased parts of plants and prune all parts of plants that present a visibility hazard to those using the roadway;
    - Replace, or at the County's option, remove all dead or diseased plants or other parts of the Project that have fallen below Project standards. Replace with plants of substantially the same grade, size, and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department; and
    - Perform routine maintenance as prescribed by the manufacturer of a Project irrigation system; and
    - Trim, alter, relocate or remove landscaping as needed for any future Intelligent Transportation System (ITS).
    - Maintenance of the project is subject to periodic inspections by FDOT.
    - FDOT may require the County to remove, relocate or adjust landscaping with 60 days' notice at the County's cost. Removed plantings will belong to the County.
    - The County covenants to appropriate in its annual budget, for each Fiscal year, non-ad valorem funds lawfully available to satisfy the maintenance responsibilities, under this Agreement.

- The Gulf Coast Highway Roadway Maintenance Organization (RMO) was formed by the West Pasco Chamber of Commerce and the Pasco County Board of Realtors specifically to serve as a non-profit organization responsible for maintenance of the US 19 corridor (see attached Articles of Incorporation), which is being rebranded as

the Gulf Coast Highway. Greg Armstrong serves as President of the RMO and is the responsible agent for the RMO. Upon approval of the District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement, Pasco County plans to enter into a parallel agreement with the RMO to maintain the US 19 corridor. The RMO has reviewed the boilerplate FDOT Highway Landscape Roadway Maintenance Memorandum of Agreement (HLRMA) and their Board of Directors has approved draft language.

- *The next step is for County staff to redraft the HLRMA Agreement as an agreement between the County and the RMO specifically for maintenance aspects of the Project. This agreement will be drafted immediately upon approval of the FY17HLRMA Agreement with FDOT by the BOCC.*

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding will be obligated through future work task orders. Work task orders and any associated budget amendments will be brought back to the BCC at a future date.

DISTRIBUTION:

One original copy to the Board Records Department, one copy to Mary Helen Duke, Planning and Development Department, Long Range Planning at mduke@pascocountyfl.net and five (5) executed original agreements ***no later than March 14, 2017*** to:

Michael Kidde, PLA
Florida Department of Transportation MS7-800
11201 N. McKinley Drive
Tampa, FL 33612

ATTACHMENT(S):

1. FY17 HLRMA Agreement
2. Highway Landscape Reimbursement Memorandum of Agreement Contract Package Cover Letter dated February 13, 2017
3. Gulf Coast Highway Roadway Maintenance Organization Articles of Incorporation

Office of Paula S. O'Neil
Clerk & Comptroller
Pasco County, Florida

Mailing Addresses

38053 Live Oak Avenue
Dade City, FL 33523-3894

P.O. Box 338
New Port Richey, FL 34656-0338

Office Locations

Robert D. Sumner Judicial Center
38053 Live Oak Avenue, Suite 205
Dade City, FL 33523-3894

West Pasco Judicial Center
7530 Little Road, Suite 106
New Port Richey, FL 34654

East Pasco Government Center
14236 Sixth Street, Suite 201
Dade City, FL 33523

West Pasco Government Center
8731 Citizens Drive, Suite 220
New Port Richey, FL 34654

East Pasco Records Center
38319 McDonald Street
Dade City, FL 33525

West Pasco Records Center
Jack Albert Records Retention Center
8902 Government Drive
New Port Richey, FL 34654

Dade City: (352) 521-4542
New Port Richey: (727) 847-8031

www.pascoclerk.com

Excellence....Always

March 9, 2017

Michael Kidde, PLA
Florida Department of Transportation MS7-800
11201 N. McKinley Drive
Tampa, FL 33612

RE: District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement
Beautification of S.R. 55(U.S.19) F.P.I.D. 440200-1-58-01
R7, PDD17-853

Dear Mr. Kidde:

At the Pasco County Board of County Commissioners meeting of March 7, 2017, the above mentioned agenda item was approved. Attached are originals for your file.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, click on "Agendas & Minutes" on the left side of the home page, find the appropriate meeting date and click on "Agenda". Scroll down to the agenda item indicated above, click on the item description, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Marie Miller
Records Clerk II
Board Records Division

Enclosure

Miller, Marie

From: Miller, Marie
Sent: Friday, March 10, 2017 1:25 PM
To: Jessica L. Rodriguez (jlrodriguez@pascocountyfl.net)
Cc: Schroeder, Connie
Subject: BCC 3/7/2017 Resolution
Attachments: 17-126.pdf; 17-116.pdf; 17-117.pdf; 17-118.pdf; 17-119.pdf; 17-120.pdf; 17-121.pdf; 17-122.pdf; 17-123.pdf; 17-124.pdf; 17-125.pdf

Hello Jessica,

Attached are the Resolutions listed below from the 3/7/2017 BCC meeting.

	Resolutions for BCC 03/07/2017
17-116	CAO17-5130 A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, DECLARING THE WEEK OF MARCH 19-25, 2017 AS SURVEYORS AND MAPPERS WEEK IN PASCO COUNTY. **RS1**
17-117	A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, CONGRATULATING PRESTON CICCARELLO ON ACHIEVING THE RANK OF EAGLE SCOUT. **WALK ON**
17-118	A RESOLUTION BY THE BOARD OF COUNTY COMMUSSIONERS OF PASCO COUNTY, FLORIDA, PROVIDING FOR INCLUSION WITHIN THE PASCO COUNTY MUNICIPAL FIRE SERVICE UNIT UNINCORPORATED AREAS WITHIN THE AREA GENERALLY KNOWN AS BEXLEY NORTH AND SOUTH GENERALLY LOCATED AT PORTIONS OF SECTIONS 7,16, 17, 18 AND 19 OF TOWNSHIP 26 SOUTH, RANGE 18 EAST PASCO COUNTY, FLORIDA, LYING NORTH OF STATE ROAD 54 AND EAST OF THE SUNCOAST PARKWAY AND MORE PARTICULARYLY DESCRIBED IN "EXHIBIT A" OF THE RESOLUTION, AND PROVIDING FOR THE LEVY OF ASSESSMENTS AGAINST THE SAID PROPERTY BENEFITED BY THE SERVICE AREA IN ACCORDANCE WITH THE PASCO COUNTY ORDINANCES **C6**
17-119	A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, APPROVING THE LAND RETAINED BY THE COUNTY, TO BE USED AS A PUBLIC RIGHT OF WAY AND THE RELEASE OF PHOSPHATE, MINERAL, METALS AND PETROLEUM RESERVATIONS AND RELEASE RELATED REGHTS OF ENTRY AND EXPLORATION AS SET FORTH IN COUNTY DEED. **C7**
17-120	A RESOLUTION BY THE PASCO COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS AUTHORIZING EXECUTION OF A SHARED USE PATH MAINTENANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PASCO COUNTY FOR CERTAIN MAINTENANCE ACTIVITIES ASSOCIATED WITH A NEW TEN-FOOT, SHARED USE PATH ON SR 54 FROM EAST OF CURLEY ROAD TO WEST OF LAKE CRYSTAL BOULEVARD (FPID No. 416561 1 52 01) **C11**

17-121	RESOLUTION ESTABLISHING A DEFINITE TIME AND PLACE TO CONDUCT A PUBLIC HEARING TO CONSIDER THE ABANDONMENT, DISCONTINUANCE, AND CLOSURE OF A PORTION OF REDLEAF DRIVE. **C20**
17-122	A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY KNOWN AS LAKE CHASCO, PARCEL ID NO. 09-26-16-0070-00000-00L0, TO THE CITY OF NEW PORT RICHEY, FLORIDA, PURSUANT TO SECTION 197.592, FLORIDA STATUTES. **C29**
17-123	A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, ACKNOWLEDGING APPLICATION BY A NOT-FOR-PROFIT ENTITY FOR CONVEYANCE OF COUNTY REAL PROPERTY FOR A PURPOSE BENEFITING COMMUNITY INTEREST AND WELFARE, AND SETTING OUT THE PRICE OF SUCH CONVEYANCE. **C39**
17-124	RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, DETERMINING THE NECESSITY OF ACQUIRING CERTAIN REAL PROPERTY TO CONSTRUCT THE HUDSON AVENUE AND HICKS ROAD INTERSECTION IMPROVEMENT PROJECT, AND AUTHORIZING THE COUNTY ATTORNEY'S OFFICE TO FILE EMINENT DOMAIN PROCEEDINGS **R2**
17-125 *	A RESOLUTION BY THE PASCO COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS AUTHORIZING EXECUTION OF A HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PASCO COUNTY FOR BEAUTIFICATIONOF STATE ROAD 55 (U.S. 19) THROUGH THE INSTALLATION OF LANDSCAPE IMPROVEMENTS WHICH WOULD ENHANCE ITS AESTHETIC QUALITY FROM THE PINELLAS COUNTY LINE (SOUTH OF PHOENIX AVENUE) TO THE NEW PORT RICHEY SOUTHERN BOUNDARY (NORTH OF SHAMROCK DR.) BETWEEN M.P. 0.000 AND M.P. 3.8.16 AND FROM THE NORTHERN BOUNDARY OF PORT RICHEY (SPRINGER DR.) TO HERNANDO COUNTY LINE (TRAVEL PARK DR.) BETWEEN M.P. 7.958 AND M.P. 19.688, SECTION #14-0300-000 IN PASCO COUNTY. **R7**
17-126	A RESOLUTION FOR THE FOREST VIEW DRIVE PAVING ASSESSMENT PROJECT, PVAS NO. 3244; PROVIDING A NOTICE OF INTENT TO PAVE AND IMPROVE CERTAIN RIGHTS-OF-WAY BY ASSESSING THE OWNERS OF LANDS INVOLVED IN THE BENEFITED AREA; PROVIDING FOR A UNIT BASIS UPON WHICH ASSESSMENTS SHALL BE DETERMINED; PROVIDING AN ESTIMATED COST OF THE IMPROVEMENTS; PROVIDING A METHOD OF PAYMENT OF ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE **P8**

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI25-1048 **DATE:** 9/3/2025

SUBJECT: Additional Purchasing Authority – Megascapes Landscape and Maintenance, Inc. – As Needed Landscape Beautification and Maintenance Services (PWM25-0065)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI25-1048 Additional Purchasing Authority (PWM25-0065)
2. NI25-1048 Purchasing Delegation

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0216 **DATE:** 10/7/2025

SUBJECT: Additional Purchasing Authority – Megascapes Landscape and Maintenance, Inc. – As Needed Landscape Beautification and Maintenance Services (PWM25-0070)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0216 Additional Purchasing Authority PWM25-0070

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Carrie C. Roberts, NIGP-CPP, CPPO, C.P.M
Purchasing Director

DATE: 10/01/2025 FILE: PWM26-0005

THRU: Branford N. Adumuah
Assistant County Administrator
Public Infrastructure

Branford N. Adumuah Digitally signed by Branford N. Adumuah Date: 2025.10.02 11:19:24 -04'00'

FROM: Jason M. Mickel
Public Works Director
Public Infrastructure

Jason Mickel Digitally signed by Jason Mickel Date: 2025.10.01 15:47:57 -04'00'

SUBJECT: Request for Addition of Bid Line Items to Awarded Contract IFB-KM-24-007, to Megascapes Landscape and Maintenance, Inc. for As Needed Landscape Beautification and Maintenance Services

REFERENCES: IFB-KM-24-007, PW24-0091, PWM25-0065 (NI25-1048), PMW25-0070 (NI26-0216), UTOM25-0664

The Public Works Department requests the addition of the attached bid line items to the awarded contract IFB-KM-24-007, to Megascapes Landscape and Maintenance, Inc. for as needed landscape beautification and maintenance services.

The Public Works Department uses this contract for as-needed landscape plants and maintenance services for Pasco County-maintained medians and rights-of-way, including the US19 corridor.

The additional bid line items for litter collection are required due to the extreme amount of litter and debris accumulation along the US19 corridor and the other County-maintained medians and rights-of-way.

If you have any questions, please contact Faith Jackson at x1067 or Sandy Choquette at x1009.

APPROVED:

Kimberlie Miller Digitally signed by Kimberlie Miller Date: 2025.10.06 11:51:26 -04'00'

Carrie C. Roberts, NIGP-CPP, CPPO, C.P.M.
Purchasing Director

Date_____

Attachments: PWM26-0005 Memorandum PW24-0091
PWM26-0005 Memorandum PWM25-0065 (NI25-1048)
PWM26-0005 Memorandum PMW25-0070 (NI26-0216)
PWM26-0005 Memorandum UTOM25-0664
PWM26-0005 Megascapes Landscape and Maintenance, Inc. Bid Form
PWM26-0005 IFB-KM-24-007 As Needed Landscape Beautification and Maintenance, Megascapes Landscape and Maintenance, Inc. Additional Bid Line Items

cc: Sandra Choquette, Senior Administrative Services Manager
Larry A. Alcaide, Public Works Operations Manager
Victoria Weinmann, Accountant III
Faith Jackson, Contracts/Specifications Coordinator

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PW24-0091 **DATE:** 9/17/2024

SUBJECT: Award of Bid No. IFB-KM-24-007 – Megascapes Landscape and Maintenance, Inc. – As Needed Landscape Beautification and Maintenance Services – Multi-Year Award – $1,272,000.00

REFERENCES: IFB-KM-24-007

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Jason Mickel, Public Works Director

RECOMMENDED BOARD ACTION:

Approve the Award of Bid No. IFB-KM-24-007 to the sole, responsive, and responsible bidder, Megascapes Landscape and Maintenance, Inc. (Megascapes), for as needed landscape beautification and maintenance services, in the annual Not to Exceed (NTE) amount of $620,000.00 for Fiscal Year (FY) 2025; and $652,000.00 for FY 2026. This will result in the cumulative NTE amount of $1,272,000.00 for the two-year term of the contract beginning on the date of Pasco County Board of County Commissioners (BCC) approval and continuing through September 30, 2026. Delegate to the County Administrator the discretion to approve each of the two one-year renewal options on the same terms and conditions as the original agreement in the NTE amount of $686,200.00 for FY 2027; and $721,620.00 for FY 2028, pending budget approval for a total NTE contract amount of up to $2,679,820.00. Authorize the Chairman to execute the two originals of the Agreement provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On February 21, 2024, at the request of Public Works Department, the Purchasing Department solicited an Invitation for Bid (IFB), Solicitation No. IFB-KM-24-007, for as needed landscape beautification and maintenance services. The specifications were prepared by the Public Works Department. All provisions of the Pasco County's Purchasing Ordinance have been met.

On April 26, 2024, all bids were publicly opened. Two thousand fourteen vendors received automatic email notices. Fifty-seven vendors downloaded the solicitation. A summary of the document takers list for this solicitation is attached. One response was received and is from Dade City, FL. Final award was negotiated with the sole bidder, Megascapes, in accordance with the Purchasing Ordinance. The final tabulation is attached.

The Public Works Department uses this contract for as needed landscape beautification and maintenance services for County-maintained medians and rights of way, including the newly acquired US 19 corridor.

The Public Works Department, with concurrence from the Purchasing Department, requests award to Megascapes, for a cumulative NTE amount of $1,272,000.00 for the contract period beginning on the date of approval from the BCC, and continuing through

September 30, 2026, with two optional annual renewals, pending budget approval for a total four-year contract amount of up to $2,679,820.00.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $600,000.00 will be budgeted for FY 2025, and $630,000.00 for FY 2026, in the County Transportation Trust Fund, Public Works Department, contingent upon approval from the BCC of the various budgets. Funding in the amount of $662,000.00 will be requested for FY 2027, and $695,000.00 will be requested for FY 2028, contingent upon annual renewals and approval from the BCC of these budgets.

Funding in the amount of $20,000.00 will be budgeted for FY 2025, and $22,000.00 for FY 2026 in the Water and Wastewater Unit Fund, Utilities O&M Department. Funding in the amount of $24,200.00 will be requested for FY 2027, and $26,620.00 will be requested for FY 2028, contingent upon annual renewals and approval from the BCC of these budgets.

DISTRIBUTION:

1. Retain One Original
2. Mail One Original to:
   Mr. James Seemann, President
   Megascapes Landscape and Maintenance, Inc.
   9535 Fort King Road
   Dade City, FL 33525

ATTACHMENT(S):

1. PW24-0091 Agreement (Two Originals)
2. PW24-0091 Solicitation Documents IFB-KM-24-007
3. PW24-0091 Document Takers
4. PW24-0091 Bid Form
5. PW24-0091 Bid Tabulation
6. PW24-0091 Human Trafficking Affidavit
7. PW24-0091 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI25-1048 **DATE:** 9/3/2025

SUBJECT: Additional Purchasing Authority – Megascapes Landscape and Maintenance, Inc. – As Needed Landscape Beautification and Maintenance Services (PWM25-0065)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI25-1048 Additional Purchasing Authority (PWM25-0065)
2. NI25-1048 Purchasing Delegation

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0216 **DATE:** 10/7/2025

SUBJECT: Additional Purchasing Authority – Megascapes Landscape and Maintenance, Inc. – As Needed Landscape Beautification and Maintenance Services (PWM25-0070)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0216 Additional Purchasing Authority PWM25-0070

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PUBLIC INFRASTRUCTURE BRANCH
Operations & Maintenance Department

INTEROFFICE MEMORANDUM

DATE: July 23, 2025

TO: Carrie Roberts
Purchasing Director

FROM: Stewart Shook
Interim Utilities Operations and Maintenance Director

"Approved By" Stewart Shook Digitally signed by "Approved By" Stewart Shook Date: 2025.07.23 08:23:33 -04'00'

FILE: UTOM25-0664

SUBJECT: Additional Tree – Megascapes Landscape and Maintenance, Inc. – As Needed Landscape Beautification and Maintenance Services – No Additional Funding Required

REFERENCES: IFB-KM-24-007; PW24-0091

Solicitation IFB-KM-24-007 was approved by the Board of County Commissioners on September 17, 2024. The Utilities Operations and Maintenance (O&M) Department utilizes this solicitation to purchase viburnum trees. This solicitation allows for the addition of trees not specified in the solicitation.

The Utilities O&M Department is requesting the addition of viburnum trees to this solicitation for us to be able to maintain a clean and appropriate standard for neighboring customers and constituents. This type of tree was recommended for use by Megascapes to solve the complaints coming from the Dupree Lakes Subdivision located just to the South of the Land O' Lakes Wastewater Treatment Plant.

Please approve adding the requested viburnum tree cost to the above referenced solicitation.

Thank you for your assistance.

Approved:

Carrie C. Roberts, Purchasing Director

7/23/25
Date

Attachments: Megascapes Viburnum Tree Quote, Memorandum PW24-0091, Solicitation IFB-KM-24-007

ec: Cameron Abbey, Project Manager, Utilities Operations and Maintenance Department
Faith Jackson, Contracts/Specifications Coordinator, Department of Public Works

SS/ts

Mission: Providing our community, customers, and future generations with high quality, efficient, and innovative water, wastewater, and solid waste services

MEGASCAPES UPDATED BID FORM 4-9-24

Responses

Success: All data is valid!

Status	#	Item	Estimated Quantity	Unit	Numeric Unit Price	Total Cost
DISTRICT 1						
Success: All values provided	#1-1	**LANDSCAPE MAINTENANCE (including but not limited to: turf mowing, ground cover mowing, blowing, litter control, pest/insect control, herbicides, manual and pavement weed control, hard edging and line trimming)**	29	Week	$ 1,094.44	$ 31,738.76
Success: All values provided	#1-2	**Fertilizing Ornamental Shrubs, Trees and Ground Covers**	3	Trimester	$ 127.85	$ 383.55
Success: All values provided	#1-3	**Fertilizing Palms**	4	Quarterly	$ 42.62	$ 170.48
Success: All values provided	#1-4	**Water Truck (per 3,500 galons)**	17	Week	$ 50.00	$ 850.00
Basket Total						**$ 33,142.79**
DISTRICT 2						
Success: All values provided	#2-1	**LANDSCAPE MAINTENANCE (including but not limited to: turf mowing, ground cover mowing, blowing, litter control, pest/insect control, herbicides, manual and pavement weed control, hard edging and line trimming)**	29	Week	$ 1,144.72	$ 33,196.88

Success: All values provided	#2-2	**Fertilizing Ornamental Shrubs, Trees and Ground Covers**	3	Trimester	$ 133.73	$ 401.19
Success: All values provided	#2-3	**Fertilizing Palms**	4	Quarterly	$ 89.15	$ 356.60
Success: All values provided	#2-4	**Water Truck (per 3,500 gallons)**	17	Week	$ 50.00	$ 850.00
Basket Total						**$ 34,804.67**

DISTRICT 3

Success: All values provided	#3-1	**LANDSCAPE MAINTENANCE (including but not limited to: turf mowing, ground cover mowing, blowing, litter control, pest/insect control, herbicides, manual and pavement weed control, hard edging and line trimming)**	29	Week	$ 1,074.31	$ 31,154.99
Success: All values provided	#3-2	**Fertilizing Ornamental Shrubs, Trees and Ground Covers**	3	Trimester	$ 125.50	$ 376.50
Success: All values provided	#3-3	**Fertilizing Palms**	4	Quarterly	$ 83.67	$ 334.68
Success: All values provided	#3-4	**Water Truck (per 3,500 gallons)**	17	Week	$ 50.00	$ 850.00
Basket Total						**$ 32,716.17**

DISTRICT 4

Success: All values provided	#4-1	**LANDSCAPE MAINTENANCE (including but not limited to: turf mowing, ground cover mowing, blowing, litter control, pest/insect control, herbicides, manual and pavement weed control, hard edging and line trimming)**	29	Week	$ 2,546.62	$ 73,851.98
Success: All values provided	#4-2	**Fertilizing Ornamental Shrubs, Trees and Ground Covers**	3	Trimester	$ 297.49	$ 892.47
Success: All values provided	#4-3	**Fertilizing Palms**	4	Quarterly	$ 198.33	$ 793.32
Success: All values provided	#4-4	**Water Truck (per 3,500 galons)**	17	Week	$ 50.00	$ 850.00
Basket Total						**$ 76,387.77**

DISTRICT 5

Success: All values provided	#5-1	**LANDSCAPE MAINTENANCE (including but not limited to: turf mowing, ground cover mowing, blowing, litter control, pest/insect control, herbicides, manual and pavement weed control, hard edging and line trimming)**	29	Week	$ 44.23	$ 1,282.67
Success: All values provided	#5-2	**Fertilizing Ornamental Shrubs, Trees and Ground Covers**	3	Trimester	$ 5.17	$ 15.51
Success: All values provided	#5-3	**Fertilizing Palms**	4	Quarterly	$ 3.44	$ 13.76
Success: All values provided	#5-4	**Water Truck (per 3,500 galons)**	17	Week	$ 50.00	$ 850.00
Basket Total						**$ 2,161.94**

DISTRICT 6

Success: All values provided	#6-1	**LANDSCAPE MAINTENANCE (including but not limited to: turf mowing, ground cover mowing, blowing, litter control, pest/insect control, herbicides, manual and pavement weed control, hard edging and line trimming)**	29	Week	$ 149.71	$ 4,341.59
Success: All values provided	#6-2	**Fertilizing Ornamental Shrubs, Trees and Ground Covers**	3	Trimester	$ 17.49	$ 52.47
Success: All values provided	#6-3	**Fertilizing Palms**	4	Quarterly	$ 11.66	$ 46.64
Success: All values provided	#6-4	**Water Truck (per 3,500 galons)**	17	Week	$ 50.00	$ 850.00
Basket Total						**$ 5,290.70**

STARKEY-ALICO

Success: All values provided	#7-1	**LANDSCAPE MAINTENANCE (including but not limited to: turf mowing, ground cover mowing, blowing, litter control, pest/insect control, herbicides, manual and pavement weed control, hard edging and line trimming)**	29	Week	$ 366.14	$ 10,618.06
Success: All values provided	#7-2	**Fertilizing Ornamental Shrubs, Trees and Ground Covers**	3	Trimester	$ 42.77	$ 128.31
Success: All values provided	#7-3	**Fertilizing Palms**	4	Quarterly	$ 28.51	$ 114.04
Success: All values provided	#7-4	**Water Truck (per 3,500 galons)**	17	Week	$ 50.00	$ 850.00

Basket Total						$ 11,710.41

AS NEEDED ITEM PRICE LIST

Success: All values provided	#8-1	Palm Tree Trimming/Pruning (Up to 20' tall)	10	Each	$ 22.00	$ 220.00
Success: All values provided	#8-2	Palm Tree Trimming/Pruning (20'-30' tall)	10	Each	$ 30.00	$ 300.00
Success: All values provided	#8-3	Palm Tree Trimming/Pruning (30'-40' tall)	10	Each	$ 36.00	$ 360.00
Success: All values provided	#8-4	Palm Tree Trimming/Pruning (40'-50' tall)	10	Each	$ 42.00	$ 420.00
Success: All values provided	#8-5	Tree Trimming/Prunning (Miscellaneous) up to 20'	10	Each	$ 24.00	$ 240.00
Success: All values provided	#8-6	Tree Trimming/Prunning (Miscellaneous) 20' or taller	10	Each	$ 30.00	$ 300.00
Success: All values provided	#8-7	Shrub Trimming/Pruning	100	Sq. Ft.	$ 8.00	$ 800.00
Success: All values provided	#8-8	Plant Replacement up to 1 gallon pots	10	Each	$ 3.50	$ 35.00
Success: All values provided	#8-9	Plant Replacement - 1 gallon pots	10	Each	$ 6.50	$ 65.00
Success: All values provided	#8-10	Plant Replacement - 2 gallon pots	10	Each	$ 10.50	$ 105.00
Success: All values provided	#8-11	Plant Replacement - 3 gallon pots	10	Each	$ 10.50	$ 105.00
Success: All values provided	#8-12	Tree Replacement - Cedar Tree (30 gallon)	10	Each	$ 175.00	$ 1,750.00

Success: All values provided	#8-13	**Tree Replacement - Oak Tree (30 gallon)**	10	Each	$ 175.00	$ 1,750.00
Success: All values provided	#8-14	**Tree Replacement - Crape Myrtle Tree (30 gallon)**	10	Each	$ 175.00	$ 1,750.00
Success: All values provided	#8-15	**Tree Replacement - Oleander Tree (30 gallon)**	10	Each	$ 175.00	$ 1,750.00
Success: All values provided	#8-16	**Unskilled Laborer**	10	Hours	$ 45.00	$ 450.00
Success: All values provided	#8-17	**Skilled Laborer**	10	Hours	$ 50.00	$ 500.00
Success: All values provided	#8-18	**Planting Soil**	100	Sq. Yd.	$ 35.00	$ 3,500.00
Success: All values provided	#8-19	**Geotextile Filter Fabric**	100	Sq. Yd.	$ 7.20	$ 720.00
Success: All values provided	#8-20	**Mulch Replacement (Cypress) (3" depth)**	100	Sq. Yd.	$ 3.30	$ 330.00
Success: All values provided	#8-21	**Mulch Replacement (Various Pinebark Colors) (3" depth)**	100	Sq. Yd.	$ 3.30	$ 330.00
Success: All values provided	#8-22	**Mulch Replacement (Crushed Florida clam and oyster shell 1/2" (3/8"-3/4" Dia.)**	100	Sq. Yd.	$ 3.90	$ 390.00
Success: All values provided	#8-23	**Mulch Replacement (Crushed Red Lava Rock 3/8" Dia.)**	100	Sq. Yd.	$ 14.06	$ 1,406.00
Success: All values provided	#8-24	**Replacement Sod (Perennial Peanut Grass)**	100	Sq. Yd.	$ 12.15	$ 1,215.00
Success: All values provided	#8-25	**Replacement Sod (Bahia Grass)**	100	Sq. Yd.	$ 3.42	$ 342.00

Success: All values provided	#8-26	**Replacement Sod (Bermuda)**	100	Sq. Yd.	$ 4.05	$ 405.00
Success: All values provided	#8-27	**Replacement Sod (Floratam)**	100	Sq. Yd.	$ 4.05	$ 405.00
Success: All values provided	#8-28	**Dwarf Tricolor Asiatic Jasmine**	10	1 Gal. 12" Ht.	$ 6.50	$ 65.00
Success: All values provided	#8-29	**Sunshine Mimosa**	10	1 Gal. 3" Ht.	$ 6.50	$ 65.00
Success: All values provided	#8-30	**Variegated Dianella**	10	1 Gal. 16" Ht.	$ 6.50	$ 65.00
Success: All values provided	#8-31	**Beach Sunflower**	10	1 Gal. 16" Ht.	$ 6.50	$ 65.00
Success: All values provided	#8-32	**Blanket Flower**	10	1 Gal. 12" Ht.	$ 6.50	$ 65.00
Success: All values provided	#8-33	**Florida Porterweed**	10	1 Gal. 16" Ht.	$ 6.50	$ 65.00
Success: All values provided	#8-34	**Leavenworth's Tickseed**	10	1 Gal. 16" Ht.	$ 6.50	$ 65.00
Success: All values provided	#8-35	**Indian Blanket**	10	1 Gal. 16" Ht.	$ 6.50	$ 65.00
Success: All values provided	#8-36	**Knock Out Rose**	10	3 Gal. 12" Ht.	$ 18.50	$ 185.00
Success: All values provided	#8-37	**Dwarf Bottle Brush**	10	3 Gal. 10" Ht.	$ 10.50	$ 105.00
Success: All values provided	#8-38	**Dwarf Schillings Holly**	10	3 Gal. 10" Ht.	$ 10.50	$ 105.00
Success: All values provided	#8-39	**Parsonii Juniper**	10	3 Gal. 8" Ht.	$ 10.50	$ 105.00

Success: All values provided	#8-40	**Orange Dwarf Ixora**	10	3 Gal. 10" Ht.	$ 10.50	$ 105.00
Success: All values provided	#8-41	**Yellow Dwarf Ixora**	10	3 Gal. 10" Ht.	$ 10.50	$ 105.00
Success: All values provided	#8-42	**Pink Muhly Grass**	10	3 Gal. 24" Ht.	$ 10.50	$ 105.00
Success: All values provided	#8-43	**Purple Trailing Lantana**	10	1 Gal. 3" Ht.	$ 6.50	$ 65.00
Success: All values provided	#8-44	**Dwarf Firebush**	10	3 Gal. 10" Ht.	$ 10.50	$ 105.00
Success: All values provided	#8-45	**Coontie Palm**	10	7 Gal 30" Ht.	$ 40.00	$ 400.00
Success: All values provided	#8-46	**Bismark Palm "Silver Select" (Single Trunk)**	10	22' Ht. (Min.)	$ 1,900.00	$ 19,000.00
Success: All values provided	#8-47	**Mule Palm (Single Trunk)**	10	20' Ht. (Min.)	$ 1,900.00	$ 19,000.00
Success: All values provided	#8-48	**Pygmy Date Palm (Single Trunk)**	10	8' Ht. (Min.)	$ 400.00	$ 4,000.00
Success: All values provided	#8-49	**Ribbon Fan Palm (Single Trunk)**	10	20' Ht. (Min.)	$ 1,600.00	$ 16,000.00
Success: All values provided	#8-50	**Carnavon Gorge Palm (Single Trunk)**	10	22' Ht. (Min.)	$ 1,900.00	$ 19,000.00
Success: All values provided	#8-51	**Puerto Rican Hat Palm (Single Trunk)**	10	22' Ht. (Min.)	$ 3,200.00	$ 32,000.00
Success: All values provided	#8-52	**Medjool Date Palm (Single Trunk)**	10	28' Ht. (Min.)	$ 3,400.00	$ 34,000.00
Success: All values provided	#8-53	**Wild Date Palm (Triple Trunk)**	10	18' Ht. (Min.)	$ 7,400.00	$ 74,000.00

Success: All values provided	#8-54	**Regenerated Sabal Palm (Single Trunk)**	10	15' Ht. (Min.)	$ 400.00	$ 4,000.00
Success: All values provided	#8-55	**Little John Bottle Brush**	10	3 Gal. 10" Ht.	$ 10.50	$ 105.00
Success: All values provided	#8-56	**Rope Fence**	10	LF	$ 4.40	$ 44.00
Success: All values provided	#8-57	**Irrigation Inspection**	10	Hours	$ 45.00	$ 450.00
Success: All values provided	#8-58	**Irrigation Repairs**	10	Hours	$ 55.00	$ 550.00
Basket Total						**$ 243,997.00**

Grand Total	**$ 440,211.45**

ADDITIONAL BID LINE ITEMS FOR IFB-KM-24-007 LANDSCAPE BEAUTIFICATION & MAINTENANCE SERVICES

DISTRIC 1 - AS-NEEDED ITEM PRICE LIST

#	ITEM	EST. QTY	UNIT	UNIT PRICE	EST. FREQUENCY (WEEKS)	TOTAL COST
#01-5	LITTER CONTROL ONLY	138,537	SQUARE FOOT	0.00400	23	$ 12,745.40
						$ 12,745.40

DISTRIC 2 - AS-NEEDED ITEM PRICE LIST

#	ITEM	EST. QTY	UNIT	UNIT PRICE	EST. FREQUENCY (WEEKS)	TOTAL COST
#02-5	LITTER CONTROL ONLY	144,901	SQUARE FOOT	0.00400	23	$ 13,330.89
						$ 13,330.89

DISTRIC 3 - AS-NEEDED ITEM PRICE LIST

#	ITEM	EST. QTY	UNIT	UNIT PRICE	EST. FREQUENCY (WEEKS)	TOTAL COST
#03-5	LITTER CONTROL ONLY	135,989	SQUARE FOOT	0.00400	23	$ 12,510.99
						$ 12,510.99

DISTRIC 4 - AS-NEEDED ITEM PRICE LIST

#	ITEM	EST. QTY	UNIT	UNIT PRICE	EST. FREQUENCY (WEEKS)	TOTAL COST
#04-5	LITTER CONTROL ONLY	322,357	SQUARE FOOT	0.00400	23	$ 29,656.84
						$ 29,656.84

DISTRIC 5 - AS-NEEDED ITEM PRICE LIST

#	ITEM	EST. QTY	UNIT	UNIT PRICE	EST. FREQUENCY (WEEKS)	TOTAL COST
#05-5	LITTER CONTROL ONLY	5,599	SQUARE FOOT	0.00400	23	$ 515.11
						$ 515.11

DISTRIC 6 - AS-NEEDED ITEM PRICE LIST

#	ITEM	EST. QTY	UNIT	UNIT PRICE	EST. FREQUENCY (WEEKS)	TOTAL COST
#06-5	LITTER CONTROL ONLY	18,950	SQUARE FOOT	0.00400	23	$ 1,743.40
						$ 1,743.40

STARKEY & ALICO PASS - AS-NEEDED ITEM PRICE LIST

#	ITEM	EST. QTY	UNIT	UNIT PRICE	EST. FREQUENCY (WEEKS)	TOTAL COST
#07-5	LITTER CONTROL ONLY	46,347	SQUARE FOOT	0.00400	23	$ 4,263.92
						$ 4,263.92

CURLYEY ROAD - AS-NEEDED ITEM PRICE LIST

#	ITEM	EST. QTY	UNIT	UNIT PRICE	EST. FREQUENCY (WEEKS)	TOTAL COST
#08-5	LITTER CONTROL ONLY	24,848	SQUARE FOOT	0.00400	23	$ 2,286.02
						$ 2,286.02

TOTAL ADDITIONAL EST. COST	**$ 77,052.58**

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

DATE: April 4, 2024

TO: Distribution

FROM: Carrie C. Roberts, Purchasing Director

SUBJECT: Delegation of Authority Memo: PU24-0017

This memorandum is to formally advise that the following Purchasing Department personnel has the authority to sign all documents, requiring my signature, at any time that I am out of office.

Kimberlie Miller - Assistant Purchasing Director
Phone: 727-847-8194 Ext 8353

Kathryn Farrelly – Purchasing Manager
Phone: 727-847-8194 Ext 8436

Should you need any further assistance, please contact the Purchasing Department at 727-847-8194
cc via email: Purchasing Department

Mike Carballa, County Administrator
Erik Breitenbach, Internal Services ACA
Cathy Pearson, Public Services ACA
Branford Adumuah, Public Infrastructure ACA
Roy Mazur, Development Services ACA
J.J. Murphy, Public Safety ACA
Andrew Baxter, Facilities Management Director
Barbara Hitzemann, Human Resources Director
Brent Wahl, Fleet Management Director
Jessica Bleser, Fiscal Services Director
Amielee Farrell, OMB Director
Todd Bayley, Chief Information Officer
Andrew Fossa, Emergency Management Director
Capt. Eric Seltzer, Emergency Services/911 Director

CR/kf

Purchasing and Central Mail Services
Internal Services Building
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone: 727-847-8194

Invitation for Bid

For

AS NEEDED LANDSCAPE BEAUTIFICATION AND MAINTENANCE

February 21, 2024

Solicitation Number:	**IFB-KM-24-007**
Due Date:	**March 26, 2024**
Time Due:	**1:30 p.m., ET**

TENTATIVE TIMELINE

February 21, 2024	Release IFB to the marketplace
March 12, 2024	Deadline for written questions, 5:00 p.m., ET
March 19, 2024	Response to questions to be posted to Bonfire
March 26, 2024	IFB due online Bonfire by 1:30 p.m., ET

ADVERTISEMENT FOR INVITATION FOR BID

The Pasco County Board of County Commissioners invites vendors to submit a bid to provide landscape beautification and maintenance with specific features, as per the listed specifications.

In using this method for solicitation, we are requesting your best effort in seeking the lowest cost for our requirements. To be entitled to consideration, online submission shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected offeror to meet all specifications and guidelines set forth herein. Each bid shall be opened and read publicly. The Pasco County Board of County Commissioners (hereinafter, "Pasco County" or "County"), at its discretion, determines the criteria and process whereby bids are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.

If you are unable to download these documents, experiencing any technical issues, or have questions about how to submit, please reach out to support@gobonfire.com.

All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: https://pascocountyfl.bonfirehub.com.

All addendums related to this solicitation will be posted on Bonfire website at https://pascocountyfl.bonfirehub.com. It is the bidder's responsibility to check the Bonfire website for any addendums, responses to bidder questions, or other communications related to this solicitation.

Bids shall be submitted online at https://pascocountyfl.bonfirehub.com. The Pasco County Purchasing Department will only accept bids submitted online. **Bid submissions are due no later than 1:30 p.m., ET, March 26,2024, and will be opened at 2:00 p.m., ET (same day) as noted above.**

Pasco County will ***only*** accept online submissions for this bid. Bids can be submitted online at: https://pascocountyfl.bonfirehub.com. Bids submitted after the bid close date will not be accepted. Note: Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

Solicitations will be publicly opened in accordance with the public notice.

Public Openings are held each Tuesday at 2:00 p.m., ET. A public opening of responses will be conducted at the posted Public Opening following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting. Firms will be able to attend the public opening virtually, see the following instructions:

Microsoft Teams meeting
Meeting ID: 241 088 831 758
Passcode: EK63aF
Download Teams | Join on the web

Or call in (audio only)
+1-850-988-5160, 688629844#
+1 850-988-5160,688629844# United States, Tallahassee
Phone Conference ID: 688 629 844#

Tabulations shall be available thirty (30) days after opening on the Pasco County website at: https://www.pascocountyfl.net/480/Do-Business-with-Us
or upon notice of intended action, whichever is sooner.

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

Carrie C. Roberts, NIGP-CPP, C.P.M., CPPO

Purchasing Director

IMPORTANT! — PLEASE READ CAREFULLY BEFORE SUBMITTING BID

GENERAL PROVISIONS

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (including County Commissioners) regarding requests for proposals, requests for qualifications, bids, or contracts by the Bidders or any member of the Bidder's staff, an agent of the Bidder, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. Nothing herein shall prohibit a prospective Proposer from contacting the Purchasing Director, or Purchasing staff identified in the solicitation, to address concerns or grievances or receive clarification about a particular procurement. In addition, nothing herein shall prohibit a Proposer that has been shortlisted in the Notice of Intent to Award from engaging in contract negotiations with the County staff designated to negotiate the contract.

For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

The prohibition on communication with County Persons (including County Commissioners) by Proposers and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which a Proposer may have an interest outside of the solicitation.

AMERICANS WITH DISABILITIES ACT

Pasco County does not discriminate upon the basis of any individual’s disability status. This non-discrimination policy involves every aspect of the County’s functions including one’s access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary at least twenty- four (24) hours in advance of the meeting. Requests for accommodation may also be directed to the Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654 at (727) 847-8030 or at (727) 847-8949 if you are hearing impaired. Please be advised that if you contact the County by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

ACCEPTANCE/REJECTION/MODIFICATION TO BID

The County may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all bids, (5) extend the deadline for submission of bids, (6) waive non-material defects, and (7) cancel this request, in whole or in part, if the County deems it in its best interest to do so (8) may negotiate with a non-Bidder in the event no bids are received. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of bid or otherwise.

ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of any addendum to the solicitation by identifying the addendum number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by Pasco County by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued addendum may result in bid rejection and disqualification.

ALTERNATIVE BIDS

The Bidder WILL NOT be allowed to offer more than one (1) price (for the goods or services specified). If a Bidder submits more than one (1) price on any item (or service), ALL prices will be rejected for that item.

ANTITRUST

By entering into a contract, the Bidder conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Bidder shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

ASSIGNMENT

The successful Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

AWARD

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the County to be appropriate. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible Bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the Bidder's offered equipment may be used to determine the lowest Bidder. Such analysis may be based upon the Bidder's proposal data and other data which is gathered by the County. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption

costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of Bidders, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. Pasco County reserves the right to award by item, group of items, lowest total, or whatever manner is deemed to be in the County's best interest. The County reserves the right to award to a single or multiple Bidder is found to be in the County's best interest.

BID ACCEPTANCE PERIOD

The Bidder agrees that if this offer is accepted within ninety (90) calendar days from the bid opening date, the Bidder will furnish to Pasco County and all items from which prices are offered in this bid solicitation at the price(s) so offered, delivered to the designated point(s), within the time period specified, and at the terms and conditions so stipulated in this solicitation document. Any bid for which the Bidder specifies a shorter acceptance period may be rejected.

BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, they should submit a written request for an interpretation via the County's electronic solicitation system. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued by written addendum. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the Bidder waiving his/her right to dispute the bid specification.

BIDDER CERTIFICATION

The Bidder agrees that submission of a signed bid form is certification that the Bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions, specifications, delivery requirements and performance requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the Bidder will rely. If the Bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Bidder for additional compensation.

BID ENVELOPES

If the County has indicated in the Advertisement for Bids that a hard copy of the bid will be accepted, envelopes containing bids must be sealed and marked in the lower left-hand corner with the solicitation number, solicitation name, and the date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes

containing a sealed bid shall also be sealed and should be clearly marked with the solicitation number, solicitation name, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late. PLEASE NOTE: Unless otherwise noted in the Advertisement for Bids, all submissions MUST be made electronically through the County's electronic solicitation system.

BID FORM SUBMISSION

Bids must be uploaded into via the County's electronic solicitation system unless otherwise indicated in the Advertisement for Bids. All forms must be printed, completed signed (if noted) and submitted in the County's electronic solicitation system. Bids concerning separate bid invitations must not be combined on the same electronic submission form or placed in the same envelope (if allowable under the specific solicitation). Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the Bidder is a firm or corporation, the Bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the Bidder must submit proof that the individual has the authority to obligate the firm or corporation. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

BUSINESS NAME REQUIREMENT

The Bidder must provide on the Bid Form, Bidder/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the vendor must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

BID RECEIPT AND OPENING

Pasco County will receive sealed bid proposals until date and time indicated on bid cover via the County's electronic solicitation system unless otherwise noticed in the Advertisement for Bids. The system will not allow for bids to be received after the bid opening date and time. It is the responsibility of the Bidder to ensure that bids are submitted online by the designated opening time. FAXED, EMAILED OR HARD COPY BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD unless otherwise noted in the Advertisement for Bids. In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

Failure to print, complete and upload all forms required to be included with any bid will result in the Bidder being deemed nonresponsive and will result in rejection of the bid.

BID WITHDRAWAL

Bids may not be changed after the bid closing time.

To withdraw a bid that includes a clerical error after bid opening, the Bidder must give notice in writing to the Pasco County Purchasing Department of claim or right to withdraw a bid. Within

two (2) business days after the bid opening, the Bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A Bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

BRAND NAMES

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive and is used only to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all Bidders.

CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Bidder of the intention to cancel, or with cause if at any time the Bidder fails to fulfill or abide by any of the terms or conditions specified. Failure of the Bidder to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

CHANGE IN SCOPE OF WORK

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Bidder that the scope of the project or of the Bidder's services has been changed, requiring changes to the amount of compensation to the Bidder or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by Purchasing Director. If the Bidder believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Bidder, the Bidder must immediately notify Pasco County in writing of this belief. If Pasco County believes

that the particular work is within the scope of the contract as written, the Bidder will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

COLLUSION AMONG BIDDERS

Each Bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the Bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a Bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the Bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

CONFLICT OF INTEREST

The Bidder, by submission of its bid, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

DEBARMENT

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the Federal Government of the United States, an agency of the State of Florida, or an agency within the Tampa Bay-Clearwater-St. Petersburg Metropolitan Statistical Area (MSA) and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any agency noted herein. The Bidder also certifies that the components used in the production of the commodities offered herein are not supplies by a vendor who currently is debarred from submitting bids for contracts issued by any political subdivision or agency of the Federal Government of the United States, an agency of the State of Florida, or an agency within the Tampa Bay-Clearwater-St. Petersburg Metropolitan Statistical Area (MSA).

E-VERIFY REQUIREMENT

A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE COUNTY) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE CONTRACT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE CONTRACT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA. STAT.

If a public employer has terminated a contract with a contractor for failure to comply with the requirements of the paragraph above, the contractor may not be awarded a public contract for at

least ONE year after the date on which the contract was terminated.

THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE COUNTY AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A COUNTY RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE COUNTY AS A RESULT OF SUCH NON- COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL PROJECTS.

ERRORS IN EXTENSIONS

If a written Bid Form is required, the BIDDER should initial erasures or corrections in any Bid Form in ink. The COUNTY shall reject any Bid Form with such erasures or corrections where County staff concludes it cannot determine with certainty the accuracy or intent of said Bid Form, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Form will govern. If the unit price and the extension price are at variance, the unit price shall prevail. Unit prices will be utilized to adjust the total compensation due the successful BIDDER based on actual quantities encountered. No negotiation of these unit prices after contract award will be allowed. Significant changes in quantities, including total deletions, are possible. Therefore, each BIDDER shall proportionately distribute overhead and profit across the unit prices.

ETHICS IN PUBLIC PROCUREMENT

The contract upon award shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the Bidder's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless such exception(s) are deemed non-material by the County (in it's sole discretion), shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID
Pasco County accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder.

FAILURE TO DELIVER
In the event of failure of the Bidder to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the Bidder responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of five (5) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

FAILURE TO ENFORCE
Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS
By submission of a bid, the Bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

FORCE MAJEURE
The Bidder shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, government actions, and acts of God beyond the control of the Bidder, unless otherwise specified in the contract. If government actions include the imposition of tariffs that directly affect the materials or equipment to be provided by the Bidder under the solicitation, the Bidder must submit certification from its supplier that the materials required were acquired by the Bidder after the tariffs went into effect and that the Bidder now has to pay additional costs for the materials or equipment. The County has the discretion to approve an increase in price based on the information supplied or to terminate the contract.

IDENTICAL BIDS
Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

INDEMNIFICATION
In consideration of the sum of Fifteen and 00/100 Dollars ($15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease

or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the Bidder and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The Bidder shall be legally considered an independent contractor and neither the Bidder nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the Bidder, its servants, or agents. Pasco County shall not withhold from the Bidder any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Bidder. Further, Pasco County shall not provide to the Bidder any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

INFORMALITIES AND IRREGULARITIES

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Pasco County reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the County.

LIMITATION OF COST

The Bidder agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

NON-APPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of non-appropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then- current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Bidder on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

NON-DISCRIMINATION

During the performance of this Agreement, the BIDDER herein assures the COUNTY that said BIDDER is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the BIDDER does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the BIDDER or its applicants for employment. The BIDDER understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the BIDDER herein assures the COUNTY that said BIDDER shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

OFFICIAL DOCUMENTS

Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through an electronic solicitation system as noted on our web page at https://www.pascocountyfl.net/480/Do-Business-with-Us. Solicitation documents MUST be downloaded at NO COST using this system. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon. Pasco County is not responsible for solicitation documents obtained from sources other than the site listed at the link above. Only vendors who properly register and obtain solicitation documents directly from the system listed at the link above will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE SITE LISTED AT THE LINK ABOVE, IT IS REQUIRED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT THE WEBSITED LISTED AT THE LINK ABOVE AT NO COST.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

PATENTS AND ROYALTIES

The Bidder covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the Bidder uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

PAYMENT PROCEDURES

The Pasco County Board of County Commissioners will process payments in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (The Local Government Prompt Payment Act).

Several payment options are available to the successful Bidder upon receipt of a correct invoice:

- Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after Board of County Commissioners approval.

- Check may be picked up in Dade City. The vendor must pick up the check the day after Board of County Commissioners approval. The successful Bidder or contractor must call (352) 521-4599 for detailed instructions.

- Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the bid documents or required by state law, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the vendor within forty-five (45) days after the receipt of a correct invoice for the specified work or goods received. Unless otherwise indicated in the bid documents, only one (1) lump-sum payment will be made.

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work/goods that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award but may be taken if applicable after award.

PUBLIC INFORMATION

After the County provides notice of an intended decision or thirty (30) days after opening the bids, proposal, or replies, whichever is earlier, any and all information contained therein, is considered public and may be reviewed by any person interested in doing so as provided under Florida Law.

All materials submitted in response to this solicitation ultimately become public record and shall be subject to inspection and copying as provided under Florida's public records laws. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the County. If denied, the Bidder shall have the opportunity to withdraw the entire Proposal or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total Proposal shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation shall be the responsibility of the Bidder.

PUBLISHED PRODUCT SPECIFICATIONS

The Bidder should submit a copy of the manufacturer's published and advertised specifications, including warranty information, for the product(s) being offered, if applicable. Failure to provide these specifications may be cause for bid rejection. If the County is unable to verify compliance with the specifications, the response may be rejected. The County's inability to verify responsiveness may result in a determination of non-responsiveness and rejection.

PURCHASE ORDER REQUIREMENT

Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Vendors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the vendor.

QUALIFICATIONS OF BIDDERS

The Bidder may be required, before the award of any contract, to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the Bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy Pasco County that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Bidder's qualifications shall include:

- The ability, capacity, skill, and financial resources to perform the work or provide the service required.
- The ability of the Bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- The quality of performance of previous contracts or services.

QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished, or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the Bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the Bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Bidder to Pasco County, the same amount may be deducted from any sum due the Bidder under the contract or under any other contract between the Bidder and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the Bidder.

RIGHT TO AUDIT

The Bidder shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The Bidder shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

RISK OF LOSS

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The Bidder shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

TABULATIONS

Solicitation results (tabulations) will not be given over the telephone or via fax.

TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the Bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal

property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the Bidder is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the Bidder shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the Bidder fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Bidder. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Bidder of the intention to cancel.

VENDORS LIST

Bidders must visit https://www.pascocountyfl.net/480/Do-Business-with-Us and follow the link provided to the County's electronic solicitation system to register as a vendor. Once registered, Bidders will have the ability to view and download solicitations for Pasco County as well as other participating government agencies in North America.

WARRANTIES

The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

END OF GENERAL PROVISIONS

SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

AUDIT COOPERATION REQUIREMENT FOR STATE FUNDED PROJECTS
In those instances where state funding is involved, the selected Bidder, and its subconsultant(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant Section 20.055 (5), Florida Statutes. By submitting a bid to this solicitation, the Bidder certifies that they understand and will comply with this subsection.

State Funds Involved: N (Y if applicable, N if not applicable)

CONTRACTOR'S PUBLIC RECORDS REQUIREMENTS
The CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-834-3611 EXT. 1067, FJACKSON@PASCOCOUNTYFL.NET, AND 4454 GRAND BLVD., NEW PORT RICHEY, FL 34652.

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for

termination of this Agreement.

LOCAL PREFERENCE

Under Sec. 2-111(a)(1) of Pasco County's Purchasing Ordinance, a business qualifies as "Local Business" if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) the vendor, supplier or contractor operates or performs business on a daily basis at said location; and d) has so operated or performed business at that location for at least twelve (12) months prior to the Bid or Proposal opening date; and (e) includes a copy of their local business tax receipt with their Bid or Proposal. Post office boxes shall not be used for the purpose of establishing said physical address. The justification for the application of a local preference to a particular Bidder, along with a copy of the Bidder's local business tax receipt, must be included as part of any Bid submitted.

In bidding for, or letting contracts or procurement of goods, services or construction, as described herein, the Board of County Commissioners (BOARD) may give a preference to Local Businesses in making purchases (unless otherwise precluded by the ordinance, state or federal law) as described below:

(i) When written quotations or sealed bids are received that do not exceed $1,000,000.00, and the lowest price is offered by a vendor that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 10% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all requirements of the solicitation.

(ii) When sealed bids are received that are greater than $1,000,000.00, and the lowest price is offered by a business that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 5% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all County requirements.

(iii) The total quote or bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and that will be actually purchased or awarded by the BOARD.

If two or more identical quotations or bids are received at the time the written quotations or sealed bids are opened, the award shall be made to the responsive, responsible "Local Business" as defined herein.

The preference established in this section does not prohibit the right of the BOARD to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals nor prohibit the BOARD from giving any other preference permitted by law in addition to the preference authorized in this section.

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State Funds Involved: N (Y if applicable, N if not applicable)

CONTRACT TERM

The contract period **will begin on date of Pasco County Board of County Commission approval and continue until September 30, 2026**, subject to the Price Escalation terms described elsewhere herein, unless canceled in writing by Pasco County. The County reserves the right to extend the contract, under the same prices, terms and conditions as in the original contract approved by Pasco County for two additional one-year periods, as found to be in the best interest of the County. All contracts are subject to the appropriation of funds by Pasco County.

COPYRIGHT

The contractor shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as Pasco County may request to affect such transfer or assignment. Further, the contractor agrees that the rights granted to Pasco County by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this Invitation for Bid shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this Invitation for Bid shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

COST REIMBURSEMENT

Unless an alternative cost methodology is specified herein, the contractor agrees that payment by Pasco County to the contractor for materials used in the performance of any work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The cost of all materials provided in the performance of the work is to be reimbursed to the contractor in the following manner: Pasco County shall reimburse the contractor, on completion and acceptance of each assigned job, only for those materials, equipment parts, supplies, rentals, services, etc., actually used in the performance of the work that are supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharges shall be added to the suppliers' invoices or included in the contractor's invoice submitted to Pasco County that would increase the dollar mount indicated on the suppliers'

invoices for the materials purchased for the assigned job. All incidental costs, including allowances for profit and tools of the trade, must be included in the contract hourly labor rates.

ECONOMIC PRICE ADJUSTMENT

Any reference in the solicitation to *economic price adjustment* or *price escalation* shall be considered to mean price decreases as well as increases, unless otherwise stipulated.

Bids will be evaluated on the basis of the prices bid without consideration of the allowable escalation. If a bidder increased the ceiling stipulated in the Invitation for Bid or places limits on the provisions of the Invitation for Bid that allow prices to drop in accordance with the movement of the escalator, the bid will be rejected as nonresponsive.

If a bidder deletes the price escalation clause from its bid, the bid will be rejected as non-responsive. If a bidder lowers the ceiling stipulated in the Invitation for Bid, the bid will be evaluated at the base price in the same manner as those bids that do not reduce the stipulated ceiling. If the bidder offering a lower ceiling ultimately receives the award, that ceiling will be incorporated into the contract documents.

PRICE ADJUSTMENTS BASED ON THE CONSUMER PRICE INDEX (CPI)

Unit prices in contracts that are longer than twelve (12) months and include provisions for price adjustments based on movement in the Consumer Price Index (CPI) may be adjusted bi-annually. The unit prices may be adjusted based on the movement of the of the U.S. Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U) (1982-84=100), as posted at http://www.bls.gov/cpi/. The baseline index will be the month and year in which the contract began. The adjustments will not be cumulative and will be computed using the original contract unit prices. Adjustments may be requested no earlier than 180 days after the contract start date. Adjustments shall be computed using the latest CPI-U that is published and available on the date the County receives the adjustment request in writing. The unit price(s) changed as a result of these adjustments shall become effective on the first (1st) day of the next month, provided the request is submitted at least fifteen (15) days prior. If later than fifteen (15) days prior, the adjustment will become effective on the first (1st) day of the following month. Adjustments may be requested every 180 days thereafter for the term of the contract. Adjustments will not be retroactive or prorated. The County reserves the right to also request adjustments, following the first adjustment and at the same interval, especially if the CPI decreases and it is deemed to be in the County's best interest.

INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Policies of insurance required by the contract shall be primary insurance and non-contributory with respect to the County, its officials, agents, or employees. The said insurance

shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars ($100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.

2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars ($2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars ($1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars ($50,000.00) per occurrence, unless otherwise stated by exception herein.

3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than One Million and 00/100 Dollars ($1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Risk Management Department, 7536 State Street, Suite 111, New Port Richey, Florida 34654. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.

2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.

3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.

4. Pasco County shall be endorsed to the required policy or policies as an additional insured, with the exception of Worker's Compensation and Professional Liability, if applicable.

5. Pasco County shall also be listed as a certificate holder.

6. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

MOTOR VEHICLE INDUSTRY LICENSING

The contractor shall comply with Chapter 320, Florida Statutes. Failure to comply may result in a determination of no responsibility on the basis that the bidder is not qualified to legally contract with Pasco County and may further cause such noncompliant offers to be rejected.

REPORT STANDARDS

Reports or written material prepared by the contractor in response to the requirements of this contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Purchasing Department, and shall be submitted in draft form for advance review and comment by the Purchasing Department. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the contract requirements shall be borne by the contractor.

REQUIREMENTS CONTRACT

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and Pasco County shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Pasco County for the period of the contract. The amount is only an estimate, and the contractor understands and agrees Pasco County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees Pasco County may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

BONDS REQUIRED

1. **Performance Bond**: A Performance Bond, in the amount specified on the sample Performance Bond Form, shall be required of the successful bidder to ensure satisfactory completion of the work. The bond shall be a Corporate Surety Bond issued by a surety company authorized to do business in the State of Florida. The Attorney in Fact, who signs the bond, must file with the bond, a certificate and effective dated copy of a Power of Attorney. The surety company shall have a current, valid Certificate of Authority issued by the State of Florida. The surety company shall have current, valid Certificate of Authority issued by the United States Treasury Department under Sections 9304 to 9308 of Title 31 of the U.S. Code. The surety company shall be in full compliance with the provisions of Division 69O of the Florida Administrative Code and shall have at least twice the minimum surplus and capital required by the same at the time the Invitation for Bid is issued.

SALES TAX

Pasco County, as a governmental entity, is exempt from sales tax under Florida Law. A copy of the County's tax-exempt certificate or number will be provided at the time a purchase order is issued.

TRAFFIC CONTROL

The contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by Pasco County. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. At all times, the contractor shall use workers and traffic control signs and devices necessary to comply with all applicable Federal, State, and local laws, rules, and regulations. In addition to signs and devices, when the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the contractor to direct vehicle and pedestrian traffic. The workers so designated shall not be assigned to any other duties while engaged in directing traffic. All personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety shall be provided by the contractor. No separate payment shall be made by Pasco County for this work. All cost of this work is included by the contractor as part of the contract price. The plan for traffic control shall be as directed by Pasco County. A Right-of-Way Use Permit shall be obtained from Pasco County prior to the commencement of any work in such a right-of-way. The cost for securing such permits shall be included in the Bid.

TRANSPORTATION AND PACKING

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. **throughout Pasco County, FL**. No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard

commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

VENDOR'S EQUIPMENT

Responding vendors must submit a list of owned equipment and major tools, and a list of current employees and respective skill level or discipline. Pasco County, at its sole discretion, reserves the right to award this work to vendors who are able to demonstrate current ownership and possession of the equipment, tools, and personnel deemed reasonably sufficient to perform the specified work at the lowest possible cost.

It is Pasco County's intent to award this work to a vendor at the lowest possible cost, while securing sufficient quality of services. Preference may be given to those vendors who own and possess the necessary tools, equipment, and services to minimize reimbursement costs associated with rentals and purchases from third parties.

MULTIPLE AWARD

1. The County reserves the right to award non-exclusive contracts to multiple respondents for the specified services based on total bid as provided for in the bid, to the lowest responsive, responsible bidders who, in the sole and absolute judgment of the County, can provide the goods and/or services required. Complete and accurate responses to all line items within the bid form are necessary for the complete and fair evaluation of bids.

2. **Verbiage for Tier Approach**
   It is the intent of Pasco County to award this contract using a tiered approach. While awards shall be made to multiple respondents, each respondent shall be assigned a status as primary, secondary or tertiary, based on responses to this solicitation. The lowest responsive, responsible bidder shall be assigned primary, the second lowest bidder shall be assigned secondary, and the third lowest shall be assigned tertiary.

3. When a need for services occurs, a Pasco County Representative (PCR) shall contact the primary respondent first. If the primary respondent is unable to supply the required services, the PCR shall proceed to the secondary respondent. If the primary and secondary respondents are both unable to supply the required services, the PCR shall proceed to the tertiary respondent.

AS SPECIFIED

All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense by the County. The County may return, for full credit, any unused items received which fail to meet the County’s performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

QUANTITIES
The Pasco County Board of County Commissioners shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

ADDITION/DELETION
The Pasco County Board of County Commissioners reserves the right to add or delete any item from this bid or resulting award when deemed to be in the best interest of the Board.

END OF SPECIAL PROVISIONS

SPECIFICATIONS

AS NEEDED LANDSCAPE BEAUTIFICATION AND MAINTENANCE

1. **INTRODUCTION**

1.1 Pasco County is seeking **multiple vendors** to provide landscape and grounds maintenance services at various locations throughout Pasco County (the County).

2. MINIMUM QUALIFICATIONS

2.1 Vendor Qualifications

2.1.1 Vendor must have been in business for landscaping and grounds maintenance services for a minimum of three (3) years.

2.1.2 Vendor must have held at least two (2) contracts similar in size and nature.

3. MINIMUM REQUIREMENTS

3.1 Vendors are required to adhere to Attachment A – Maintenance Calendar.

3.2 Vendors must provide Safety Data Sheets (SDS) for all chemicals used on all Pasco County properties.

3.3 Vendors must comply with all landscaping practices, equipment and materials and accepted industry and Occupational Safety and Health Administration (OSHA) safety standards, including "right-to-know" (hazard communication regulations) as well as applicable local, State, and federal regulations and statutes relating to the use of pesticides, fertilizers, run-off, or watering restrictions throughout the term of this contract.

3.4 Vendors are responsible for all costs associated with obtaining and maintaining all certificates and licenses issued by the Florida Department of Agriculture and Consumer Services for all pesticides, herbicides, or fertilizer applicator to be used in conjunction with this contract.

3.5 Vendors providing product(s) or service(s) under this contract must maintain fair labor standards as defined in applicable State and Federal Regulations.

3.6 The County reserves the right to award to the lowest, responsive, responsible vendor per line item.

3.7 The locations will include, but are not limited to, Rights of Way (ROW) and Road Medians per Attachment B – Public Works Locations.

3.8 Services will include, but are not limited to:

- Visual Appearance of the grounds
- Health and condition of the shrubs, trees, ground cover, flowers, and turf.

3.9 Clearance elevation cuts must only be done by trained employees, skilled in this class of work, in accordance with the National Arborist Association (NAA).

3.10 Pricing must include all labor, tools, materials, and equipment needed to complete all services as described herein.

4. SCOPE OF SERVICES

4.1 All work under this contract shall be in accordance with Attachment A – Maintenance Calendar. Services include, but not limited to:

- Mowing
- Trimming
- Edging of turf and lawn areas
- Watering
- Application of fertilizers
- Herbicides
- Pesticides
- Pruning
- Weeding
- Dead heading
- Replacement planting
- Loose trash removal
- Disposal of leaves
- Maintenance of ground covers, annuals, perennials, shrubs, and trees
- Irrigation maintenance at various locations throughout the County as approved by the Pasco County Point of Contact (POC).

4.2 The POC for each County Department will be identified in the resulting contract.

4.3 Prior to the commencement of any additional work not specified on the bid form, the County and the vendor must agree in writing prior to the skill level and hours needed to perform the work.

4.4 The County may require the Vendors (s) to perform additional services. Such additional services will be performed at the prices quoted on the Vendor's

submitted Bid Form.

4.5 The vendor is responsible for all costs and labor needed to promptly remove all landscape debris and material from the County sites upon completion of work.

4.6 The vendors must accomplish all work during the County's normal working hours, between 8:00 a. m. and 5:00 p. m., Monday – Friday, excluding County holidays.

4.6.1 Work outside these hours must be coordinated with the specific County's Department POC prior to the start of work.

4.7 The County reserves the right to vary the frequency of service throughout the term of this contract.

4.8 The County reserves the right to add and delete site locations throughout the term of this contract.

5. BID LINE-ITEM DETAILS

5.1 Mowing

5.1.1 Vendors must mow turf and ground covering areas as needed per Attachment A – Maintenance Calendar.

5.1.2 Mowing shall be to a height of 3" in order to remove seed heads from weeds and help control invasive weeds.

5.1.3 Perennial Peanut (ARACHIS glabrata) grass must be mowed at least five times a year:

- Twice in the Spring (March and May)
- Twice in the Summer (July and September)
- Once in the Winter (December)

5.1.4 Vendors may leave clippings on the lawn as long as no readily visible clumps remain on the grass surface thirty-six (36) hours after mowing.

- Vendors must distribute large clumps of clippings by mechanical blowing or by collection and removal.

- In the case of fungal disease outbreaks, vendors must collect clippings until the disease is undetectable.

5.1.5 The County expects all grass to be uniform with no splotches.

5.2 Hard Edging

5.2.1 Vendors must hard edge sidewalks, driveways, parking lots, and other surfaced areas bordered by grass at every servicing.

5.2.2 Vendors must clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging.

5.2.3 Vendors must not sweep, blow, or otherwise dispose of clippings in sewer drains or in plant beds or mulched areas.

5.2.4 Perennial peanut must be edged off the back of curbs and around the edges of the internal plant beds. This must coincide with the mowing schedule to keep the runners out of the planting beds and off of the edge of curbs.

5.3 Line Trimming

5.3.1 Vendors are responsible for line trimming all areas that need trimming but cannot be done with a hard edger at every servicing. This includes, but is not limited to:

- Signs
- Poles
- Fences

5.4 Fertilization

5.4.1 Complete fertilizers must be granular in composition and contain 30% to 50% or more of the nitrogen in a slow- or controlled-release form.

5.4.2 The ratio of nitrogen to potash will approximate 1:1 or 2:1 for complete fertilizer formulations (Examples: 15-5-15, 16-4-8, 15-0-15, 12-2-14, 14-3-14).

5.4.3 While nitrogen fertilization is based on the desired growth rate and type of turf grass being grown, the phosphorus fertilization rate should be based on the analysis of a lawn soil sample and the recommendations obtained from it.

5.4.4 The fertilizer must also contain magnesium and micro-nutrients (i.e., manganese, iron, zinc, copper, etc.).

5.4.5 Iron must be in the sulfate, sucrate, or chelated form.

5.4.6 Fertilizer will be swept from walks and drives onto lawns or beds.

5.4.7 After fertilization, a minimum of ¼ inch of water will be applied by the vendor.

5.4.8 Newly ornamental shrubs, trees and ground covers must be fertilized four (4) to six (6) weeks after planting and then two (2) to three (3) times per year for the first three (3) years.

- Two (2) of the annual applications are normally scheduled around April and October for central Florida.

- A third application can be made during the summer. Rate will be one (1) pound of nitrogen per 1,000 square feet per application.

5.4.9 Mature palms in the landscape must be fertilized four (4) times per year at a rate of 5 to 8 lbs. each application. Palms under eight (8) feet tall will receive 2-5 lbs. per application four (4) times per year.

5.4.10 Fertilizer applied to shrubs and trees planted in beds must be broadcasted over the entire plant bed.

5.4.11 Fertilizer may be punched into the soil on berms and slopes where runoff is likely.

5.4.12 Nutrient deficiencies must be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations.

5.4.13 The County recommends “Impose” herbicide (Makhteshim Agan) or equivalent for the control of weeds in the Perennial Peanut bed areas.

5.4.14 All applications of pesticides and fertilizations must be performed when wind drift is negligible.

5.4.15 No fertilization will be allowed in summer as per local water regulations.

5.4.16 Vendors will provide the County with a fertilizer information sheet for approval, prior to application.

5.5 Pest/Insect Control

5.5.1 The vendors are responsible for inspecting lawn areas during each visit for indications of pest problems and advise the County POC of such

problems.

5.5.2 The vendors must provide a detailed Cogon grass maintenance/control plan, upon request.

5.5.3 Upon identification of a specific problem requiring treatment, the vendors must apply pesticides as needed and only in affected spots, using the least toxic, effective pesticide possible.

5.5.4 No pesticide (including weed and feed formulations) will be applied to turf areas without the express approval of the County POC.

- Vendors are responsible for keeping records on pests identified and treatment(s) rendered for control.

5.5.5 Pesticide applications must be made in accordance with the rules and regulations governing use of pesticides in Florida.

5.5.6 Vendors must post alerts and notify pesticide-sensitive persons (if applicable) of the pesticide application at no additional cost to the County.

5.5.7 Vendors must practice Integrated Pest Management (IPM) to control insects, diseases, and weeds on and around perennials, ground covers, shrubs, vines, and trees.

- This must include frequent monitoring and spot treatment as necessary using the least toxic methods.

5.5.8 Upon County approval, herbicides may be employed for heavy weed infestations.

5.6 Herbicide

5.6.1 Vendors must apply herbicide to raceways, fences, sprinkler heads, guardrails, and pavements when necessary to maintain weed control.

5.6.2 Vendors must follow manufacturer’s directions when applying herbicides.

5.6.3 The use of herbicides is encouraged only within plant beds, to minimize hand pulling of weeds in the medians of roadways.

5.6.4 Care should be taken not to overspray onto the leaves of the desired landscape planting.

5.6.5 Weeding shall be monthly from June through September and then bi-monthly from October through May.

5.7 Pruning

5.7.1 Shrubs must be pruned with hand shears (as needed) to provide an informal shape, fullness, and blooms.

5.7.2 Palm pruning must be done one (1) time per year to remove brown fronds and seed heads.

5.7.3 Dead palm fronds must be removed.

5.7.4 Frond and date (flower) removal should take place in March when the palms first show signs of setting flowers. Pruning should take place again in August before the palm dates are set.

5.7.5 No green palm fronds will be removed.

5.7.6 Pruning may not be done during, or immediately following, growth flushes. Branches must be pruned just outside the branch collar and pruning paint may not be applied.

5.7.7 Sucker growth must be removed by hand from the base of trees.

- No herbicides may be used for this purpose.

5.7.8 Tree work must be performed by an International Society of Arboriculture Arborist.

5.8 Shrub Trimming

5.8.1 Vendors must trim all shrubs during every site visit to maintain a curbside aesthetic appeal.

5.8.2 Shrubs shall be pruned to a height of 18” or less.

5.8.3 Ribbon Fan Palms, Carnavon George Palms and Pygmy Date Palms must be a single trunk.

5.9 Manual and Pavement Weed Control

5.9.1 Vendors are responsible for the weed control of all properties assigned under this contract. Beds are to be kept weed free by chemical, manual, or mechanical means for plant health and aesthetics.

5.9.2 It is expected that the vendors provide weed control services at every scheduled maintenance frequency.

5.10 Litter Control

5.10.1 Vendors are responsible for the removal and disposal of all trash and litter. This includes but is not limited to:

- Bottles
- Cans
- Paper
- Tires
- Tire pieces
- Lumber
- Vehicle parts
- Metal junk
- Brush debris

5.10.2 Litter must be removed weekly or semi-weekly (as necessary) to keep the landscape tidy and trash free.

5.11 Water Truck

5.11.1 Vendors are responsible for supplying, delivering and distribution of water (as included in the price of the Water Truck bid line)

5.11.2 Vendors are responsible for developing a Maintenance of Traffic (MOT) plan for the trucks during the watering period is required.

5.11.3 Some areas may require manual watering by hose.

5.11.4 Vendor is responsible for ensuring that watering levels are adequate throughout the year, to include daily watering if needed.

5.12 Irrigation Services

5.12.1 Vendors are responsible for maintaining adequate watering of the site if/when there is an irrigation system on site.

5.12.2 Vendors shall adhere to all state and local current watering restriction guidelines.

5.13 Irrigation Inspection

5.13.1 Vendors are responsible for inspecting and testing rain shut-off devices and other components and zones in the irrigation system monthly and must reset zone times according to seasonal evapotranspiration changes.

5.13.2 Vendors are responsible for minor adjustments and repairs such as head/emitter cleaning or replacement, filter cleaning, small leaks, and minor timer adjustments.

5.13.3 The County will pay for parts at a percentage mark-up on a vendor's invoice.

5.13.4 The vendors must recalibrate each zone annually to allow for the application of ½ inch - ¾ inch of water per irrigation.

5.13.5 During weekly maintenance, the vendors will note and report to the PCR any symptoms of inadequate or excessive irrigation, drainage problems, etc.

5.13.6 Vendors are responsible for irrigation scheduling, to include shutting off timers during the summer rainy season and turning on the system manually as needed.

5.14 Irrigation Repairs

5.14.1 Any repairs or system service beyond the scope of work will be charged to the County at an hourly rate (as provided on the bid form) plus percentage mark-up for parts.

5.14.2 Vendors must notify the County in writing of any irrigation system problems before repairs are made. The POC must approve all repairs.

5.15 Palm Tree Trimming

5.15.1 Palm tree trimming consists of trimming the height and sides of trees.

- Palm tree trimming includes cleanup and disposal of all tree cutting waste and debris.

5.15.2 All work must be done in accordance with recognized and approved principles of modern arboriculture methods with emphasis on tree health and symmetry.

5.15.3 All work must be done without damage to surrounding trees and shrubs that are intended to remain in the work area.

5.16 Planting Soil

5.16.1 Delivery and installation of planting soil must be included in the bid line-item price.

5.16.2 The prepared planting soil must be original loam of good, rich, uniform grade, without a mixture of subsoil material.

5.16.3 Prepared planting soil must be sandy loam in texture with a mechanical analysis of 50-50% sand, 15-25% silt, 10-15% clay, and having a minimum organic content of 10%.

5.16.4 The prepared planting soil must be free from hard clods, stiff clay, hardpan, sods, large stones, lime, cement, tar, tarred paper, boards, clips, sticks, or other objectional material.

5.17 Geotextile Fabric

5.17.1 The fabric must be a minimum of 4 ounces, non-woven, needle punch, high water flow, mildew resistant, and rot resistant.

5.17.2 The fabric must be tucked under the edges of the mulch, so it will not be visible.

5.18 Mulch Replacement

5.18.1 All mulch must be free of vegetative yard waste, plastic, glass, metal, sand, and other foreign materials.

5.18.2 The mulch must be consistent and uniform in appearance.

5.18.3 All mulch must be certified as sterile and free from viable weed and grass seed.

5.18.4 Perennial peanut and sunshine mimosa will not need to be mulched once established.

5.18.5 Pine Bark

a. All mulched areas must be replenished annually during the winter months (November - February).

b. Vendors are responsible for the removal and disposal of old existing mulch.

c. Mulch must be maintained at a depth of three (3) inches to help reduce invasive weeds.

d. Full re-mulching of Pine Bark Mulch shall be done once a year.

e. All curb, roadway and bed edges must be trenched to help contain the applied mulch.

f. Mulch must not be placed against the trunks of plants.

5.18.6 Lava Rock

a. Must not be able to pass through a sleeve of 3/4" diameter.

b. The lava rock must be set on geotextile fabric laying the stone over top.

5.18.7 Crushed Shell

a. Crushed shell mulch must consist of Florida crushed clam and oyster shell and is described as: "1/2" Coastal Shell- 3/8" – 3/4".

b. Color must be natural white and may not be colored or dyed.

c. Must be placed on geotextile fabric, under each bed of shell mulch.

5.19 Sod Replacement

5.19.1 All sod must be freshly cut and meet the current FDOT Specifications 981-3 and 570-3.3

5.19.2 Vendors are responsible for the removal and disposal of existing sod before the installment of any new sod.

5.20 Plant and Tree Replacement

5.20.1 Pricing of plants and trees is inclusive of delivery, removal, disposal, and installation.

5.20.2 Vendors are responsible for all costs associated with the replacement of dead or injured plants due to pests or vendors negligence.

5.20.3 Replacement of stolen, vandalized, or damaged flowers will be an additional service (not in base contract monthly cost). Any costs associated with additional services must be agreed on by the POC and the vendors in writing before such service is rendered.

5.20.4 Annuals and perennial bedding plants are to be fertilized monthly, at a rate of ½ pound of nitrogen per 1,000 square feet of area every 3-4 weeks.

5.20.5 The County requires an optional fertilizer schedule using a slow-release fertilizer such as Osmocote or Nutricote incorporated in the bed at planting and applied thereafter according to label directions.

5.20.6 Staking and Guying

- Cost is included in the bid line cost of plants and trees.
- Must be per the requirements of Index No. 544, FDOT Design Standards 2018.
- Must be maintained throughout the one-year warranty period and shall be removed at the end of that year at the Vendor's expense.

5.21 Unspecified Materials

5.21.1 Vendors are required to submit invoices from suppliers to substantiate the cost of the material incorporated into the work.

5.22 Rope Fence

5.22.1 Bid line-item pricing for rope fence is inclusive of delivery, removal, disposal, and installation.

5.22.2 All portions of wood posts set below grade are to be treated with additional preservative acceptable to FDOT based on the FDOT 2019 Design Manual and 2019-2020 Plan Standards acceptable wood preservatives.

6. EQUIPMENT

6.1 Equipment must meet all safety requirements as established for this type of work.

7. FREQUENCY OF SERVICE

7.1 The County has the right to vary the frequency of service depending on the weather and the availability of funds.

8. EXISTING UTILITIES AND PRIVATE PROPERTIES PROTECTION

8.1 Before starting any excavation, the vendors will verify the locations and sizes of all underground utilities in the work area, including but not limited to:

- Irrigation system components
- Stub-outs for water sources
- Sewer lines
- Gas lines
- Communication cables
- Electrical conduits
- No additional compensation will be provided for utility location.

8.2 The vendor is responsible for obtaining all necessary spotting and/or utility locating services.

8.3 The vendors will not damage or disturb any underground utilities.

8.4 If a conflict exists between the location of underground utilities and the proposed work, vendors will notify the POC in writing and arrange for field and design adjustments and relocations.

8.5 Vendors will ensure all equipment and/or vehicles do not disturb or damage existing site grading, walks, curbs, pavements, utilities, plants, tree protection zones, and other existing items and elements of the proposed work site.

8.6 Vendors will use extreme caution when working near existing construction.

8.7 Vendors will not damage existing features (if not specifically indicated to be removed).

8.8 The vendors will repair any utility damage caused by their work as directed by the Utility and/or their Designee at no additional cost to the County.

9. TRAFFIC CONTROL

9.1 The vendors must provide all personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety, at no additional cost to the County.

9.2 The vendors must conduct operations in a manner that will not interrupt pedestrian or vehicle traffic, except with prior approval by the County.

9.3 The work area must be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum.

9.4 The vendors must use workers and traffic control signs and devices necessary to comply with all applicable Federal, State, and local laws, rules, and regulations, at all times.

9.5 Maintenance of Traffic (MOT)

9.5.1 All MOT work shall be in accordance with FDOT Standard Plans Index 102.

9.5.2 When the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the vendors to direct vehicle and pedestrian traffic, in addition to any necessary signs and devices.

9.5.3 Workers assigned to this task will not perform any other duties while engaged in directing traffic.

10. PERSONNEL REQUIREMENTS

10.1 Vendors are responsible for ensuring staffing levels are adequate to perform services described herein and are responsible for all costs associated with labor under this contract.

10.2 The term "on-site supervisor" will be a person designated to be at the work site, and act as the Vendor’s POC to the County.

10.3 Phone numbers for the on-site supervisor will be provided to the County at the beginning of the contract. Should the on-site supervisor change, the Vendor must immediately notify the County of the change. The County reserves the right to reject a supervisor and request a replacement.

10.4 Vendors must provide current copies of licenses and training certificates upon request. Effective January 1, 2014, the vendors staff must be trained through the Green Industry Best Management Practices Program.

10.5 Personnel must wear appropriate uniforms, carry photo identification, and always present a neat and professional image.

11. INSPECTION PROGRAM

11.1 Vendors are responsible for establishing an inspection program to assure the requirements, intent and standards of the Contract are met.

11.2 This program must be submitted to the POC prior to the start of work. The County reserves the right to approve or reject the proposed program.

11.3 The program must include, but not be limited to:

- Weekly inspection schedules
- Checklist for each area covered by this contract

11.4 Vendors and the County will jointly develop inspection forms.

11.5 The County will conduct weekly spot inspections of all areas covered by this contract.

11.6 Damages or hazardous conditions observed which affect the appearance, condition or safety of the grounds will be noted during inspections.

11.7 Any identified deficiencies will be incorporated in the weekly inspection reports provided to the County by the vendors.

12. WARRANTY AND DAMAGES

12.1 Vendors are responsible for all damage or personal injury resulting from its operations, including, but not limited to:

- Damage to plants
- Turf
- Irrigation systems
- Buildings
- Structures

12.2 Any damage or personal injury will be reported immediately to the POC.

12.3 Plants and turf must be maintained in a healthy condition.

12.4 Newly installed material must be warranted for at least one (1) year.

12.5 Damage discovered during the course of work will be reported to the POC on the day the damage is discovered.

12.6 The vendors must complete warranty and damage repair within five (5) working days of discovery or occurrence, whichever is applicable.

12.7 Should the vendor fail to perform damage repair or warranty work as scheduled, and to a standard acceptable by the County, the County will procure services from another vendor. These costs will be the responsibility of the vendor.

12.8 Vendor will be responsible for any costs (from neglect damage or personal injury) determined to be caused by the vendor.

13. WORK OUTSIDE SCOPE OF WORK

13.1 Additional work identified outside the scope of this contract must be authorized in advance and in writing by the County.

13.2 The vendors must provide a price for any additional work identified prior to commencement.

13.3 No work will begin until a County Purchase Order or Encumbered Contract number is provided.

14. DISTRICTS

14.1 For this contract the work has been divided into six (6) districts. (Map Attached)

a. US-19 District 1: Flora Avenue North to Trouble Creek Road - Est. 98,969 sf
b. US-19 District 2: Springer Drive North to State Road 52 - Est. 144,901 sf
c. US-19 District 3: State Road 52 North to New York Avenue - Est. 135,989 sf
d. US-19 District 4: New York Avenue North to County Line Road - Est. 322,357sf
e. US-19 District 5: South Rights of Way - Est. 5,599 sf
f. US 19 District 6: North Rights of Way - Est. 18,950sf
g. Miscellaneous: Starkey/Alico: Starkey Boulevard North and South of Alico Pass - Est. 46.347sf

14.2 Vendors may submit bids for one or more districts.

14.3 Vendors do not need to bid on all districts to be considered for award.

14.4 The County reserves the right to award one or more districts to a vendor as found to be in the County's best interest.

END OF SPECIFICATIONS

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
TURF	Control broad leaf weeds and winter annuals. Plan for renovation of turf if needed for spring scheduling.	February 15 pre-emergent herbicide if needed Central Florida. Begin spot testing (especially if a warm winter has just accrued) for chinch bugs and mole crickets and continue through May. Use soap test.	Fertilize using a good 12-4-12 in Central Florida. Check on thatch build up and if needed remove. This begins the dry season check for truck watering every few days for dry spots and once a week run and observe conditions of turf etc. Apply at lease 3/4 Inch per week.	Second driest month continue checks on watering requirements. Nematode populations at their peak by end of April check for damage and systems and test if there are any sign of. Encourage deep roots by high mowing, deep irrigation and fertilizers with potassium and	During summer months post emergent herbicide can damage turf, do not use unless there is a severe weed problem. Continue checking for chinch bugs (June-August) and for white grubs, army worms, sod web worms and mole crickets.	Mow as needed to maintain 3" ht. No fertilizer as per Florida law. Check for sod webworms, Mole Crickets, fungus, cinch bugs.
GROUND COVERS	Check for any signs of fungus, or freeze damage	Check for any signs of fungus, or freeze damage	Mow the Perennial Peanut and Sensitive Plant to remove any winter dead materials and weed. Mow to 2' for Sensitive Plant and 3" for Peanut. Begin bi-weekly watering for the ground covers if temps are in the 80's	Check for watering needs - this is a dry month. Edge as needed, if growth rate has started to create need.		Use Impose™, the recommended post emergent herbicide on the Perennial Peanut if needed. Do not use "Impose" on the Sensitive Plant. Spot weed the Sensitive Plant with Roundup
SHRUBS	Check for any signs of fungus, or freeze damage	Fertilize acid loving plants at the end of February such as Ixora. Check for any signs of fungus, or freeze damage	Prune any cold damage on sensitive shrubs. Shrubs such Knockout Rose, Ixora and Dw... can be severely pruned at this time so little pruning is needed in the warm season that will remove flower buds.	Prune any spring flowing shrubs that have finished blooming.	Prune any spring flowing shrubs that have finished blooming.	Check junipers for spider mites - treat as needed.
PALMS	Trim old fronds and yellowed fronds from the palms.	Trim old fronds and yellowed fronds from the palms.	Trim old fronds and yellowed fronds from the palms. Fertilize as per notes and specifications. Treat with OTC as per manufacturer's directions.	First palm fertilization - as per notes and specifications	Fertilize palms with the recommended fertilizer mix that contains manganese, use a min of 5lbs per mature palm.	Prune dead fronds as needed. No fertilization. Treat with OTC as per manufacturer's directions.
WATERING	Very little truck watering should be needed, unless temps are unseasonably warm, and no rainfall has occurred.	Very little truck watering should be needed, unless temps are unseasonably warm, and no rainfall has occurred.	Begin bi-weekly watering for shrubs and ground covers and depending on temps, weekly watering if temps are in 80's, for shrubs and ground covers.	Begin bi-weekly watering for palms, shrub and ground covers, and depending on temps, weekly watering if temps are in 80's, for palms, shrubs, and ground covers.	Driest month of the year continue to monitor all plantings for watering, plan to do weekly watering on all beds.	Rainy season should be in-place, so no supplemental watering is required unless there are more than 10 days without rainfall, then apply truck watering to all materials.

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
TURF	Mow as needed to maintain 3" ht. No fertilizer as per Florida law. Check for sod webworms, Mole Crickets, fungus, cinch bugs.	Mow as needed to maintain 3" ht. No fertilizer as per Florida law. Check for sod webworms, Mole Crickets, fungus, cinch bugs.	Mow as needed to maintain 3" ht. No fertilizer as per Florida law. Check for sod webworms, Mole Crickets, fungus, cinch bugs.			
GROUND COVERS	Mow the Perennial Peanut and Senstive Plant to remove any winter dead materials and weed. Mow to 2" for Sensitive Plant and 3" for Peanut. Begin bi-weekly watering for ground covers if temps are in the 80's. Use Impose™, the recommended post emergent herbicide on Peanut, if needed. Do not use "Impose" on the Sensitive Plant. Spot weed the Sensitive Plant with Roundup, if needed.	Mow the Perennial Peanut and Sensitive Plant to remove any winter dead materials and weed. Mow to 2" for Sensitive Plant and 3" for Peanut. Begin bi-weekly watering for ground covers if temps are in the 80's. Use Impose™, the recommended post emergent herbicide on Peanut, if needed. Do not use "Impose" on the Sensitive Plant. Spot weed the Sunshine Mimosa with Roundup, if needed.	Mow the Perennial Peanut and Sensitive Plant to remove any winter dead materials and weed. Mow to 2" for Sensitive Plant and 3" for Peanut. Begin bi-weekly watering for ground covers if temps are in the 80's. Use Impose™, the recommended post emergent herbicide on Peanut, if needed. Do not use "Impose" on the Sensitive Plant. Spot weed the Sunshine Mimosa with Roundup, if needed.	Mow the Perennial Peanut and Sensitive Plant to remove any winter dead materials and weed. Mow to 2" for Sensitive Plant and 3" for Peanut. Begin bi-weekly watering for ground covers if temps are in the 80's. Use Impose™, the recommended post emergent herbicide on Peanut, if needed. Do not use "Impose" on the Sensitive Plant. Spot weed the Sunshine Mimosa with Roundup, if needed.	Little care should be needed, edge as needed to keep the groundcovers out of the plant beds and curbs	Little care should be needed, edge as needed to keep the groundcovers out of the plant beds and curbs
SHRUBS		Prune any spring flowing shrubs that have finished blooming.	Check junipers for spider mites - treat as needed.		Seasonal pruning to maintain shape of shrubs, to keep even and reduce runners. Prune Ixora, and Dw... Hamelia and Dw... Shelling's Ilex. Do not prune Rose as it will remove the spring flowers. Fertilize with a Osmicate™, or equal timed-release	Little care should be needed, edge as needed to keep the groundcovers out of the plant beds and curbs
PALMS	Prune dead fronds as needed• No fertilization.	Prune dead fronds as needed• No fertilization.	Prune dead fronds as needed• No fertilization.	Prune dead fronds as needed• No fertilization. Treat with OTC as per manufacturer's directions	Trim old fronds and yellowed fronds from the palms. Fertilize as per notes and specifications.	
WATERING	Rainy season should be in-place, so no supplemental watering is required unless there are more than 10 days without rainfall, then apply truck watering to all materials.	Rainy season should be in-place, so no supplemental watering is required unless there are more than 10 days without rainfall, then apply truck watering to all materials.	Rainy season should be in-place, so no supplemental watering is required unless there are more than 10 days without rainfall, then apply truck watering to all materials.	Apply truck watering to all material as needed as temps are still high, but rainy season ends.	Very little truck watering should be needed, unless temps are unseasonably warm and no rainfall has occurred.	Very little truck watering should be needed, unless temps are unseasonably warm and no rainfall has occurred.

AYRES ASSOCIATES

SUBMITTALS			
NO.	DATE	DESCRIPTION	APPROVED
	2019-09-06	100% CONSTRUCTION DOCUMENTS	
----	----	----	
----	----	----	
----	----	----	

Engineer of Record: Chris Silewski, PLA
L.A. N.O.: LA6667396
Ayres Associates
8875 Hidden River Parkway, Suite 200
Tampa, Florida 33637
(813) 978-8688
Certificate of Authorization: LC26000626

PASCO COUNTY FLORIDA

US19 LANDSCAPE REHABILITATION PROJECT
WO #X10861.00

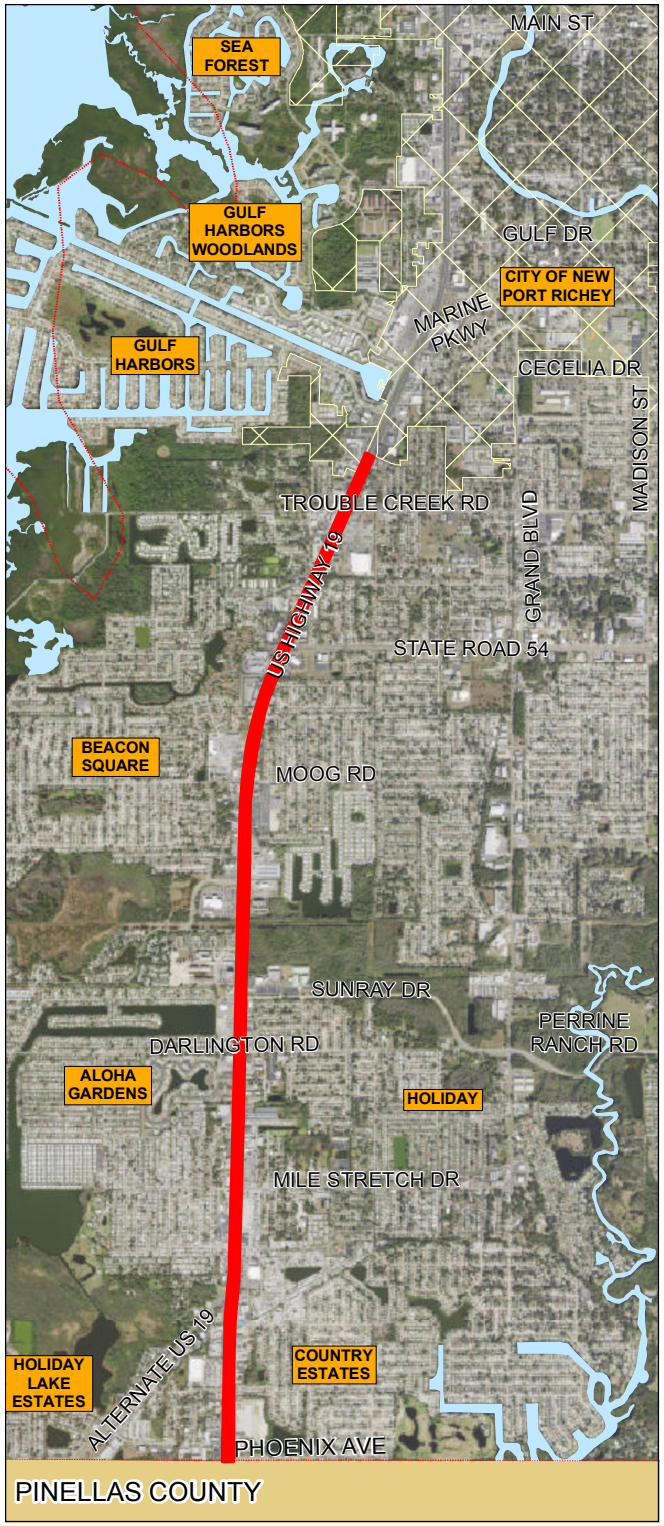
Planning & Development Department
8731 Citizens Drive, Suite 320
New Port Richey, FL 34654

	NAME
DESIGNED BY:	TAR
DRAWN BY:	TAR
CHECKED BY:	CJS
SCALE:	AS NOTED
FILE NO.:	

MAINTENANCE CALENDAR

SHEET NO.
G-105

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-1.001, F.A.C.





US HIGHWAY 19 FROM PINELLAS COUNTY LINE (PHOENIX AVENUE) TO HERNANDO COUNTY LINE (COUNTY LINE ROAD)

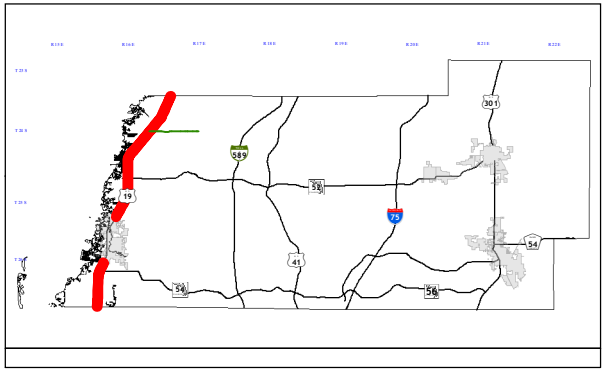
LANDSCAPE REHABILITATION PROJECT PHASE III

SHEET 1 OF 2

SUBJECT AREA

COMMISSION DISTRICTS: 3, 4 & 5

0 3,750 7,500 Feet



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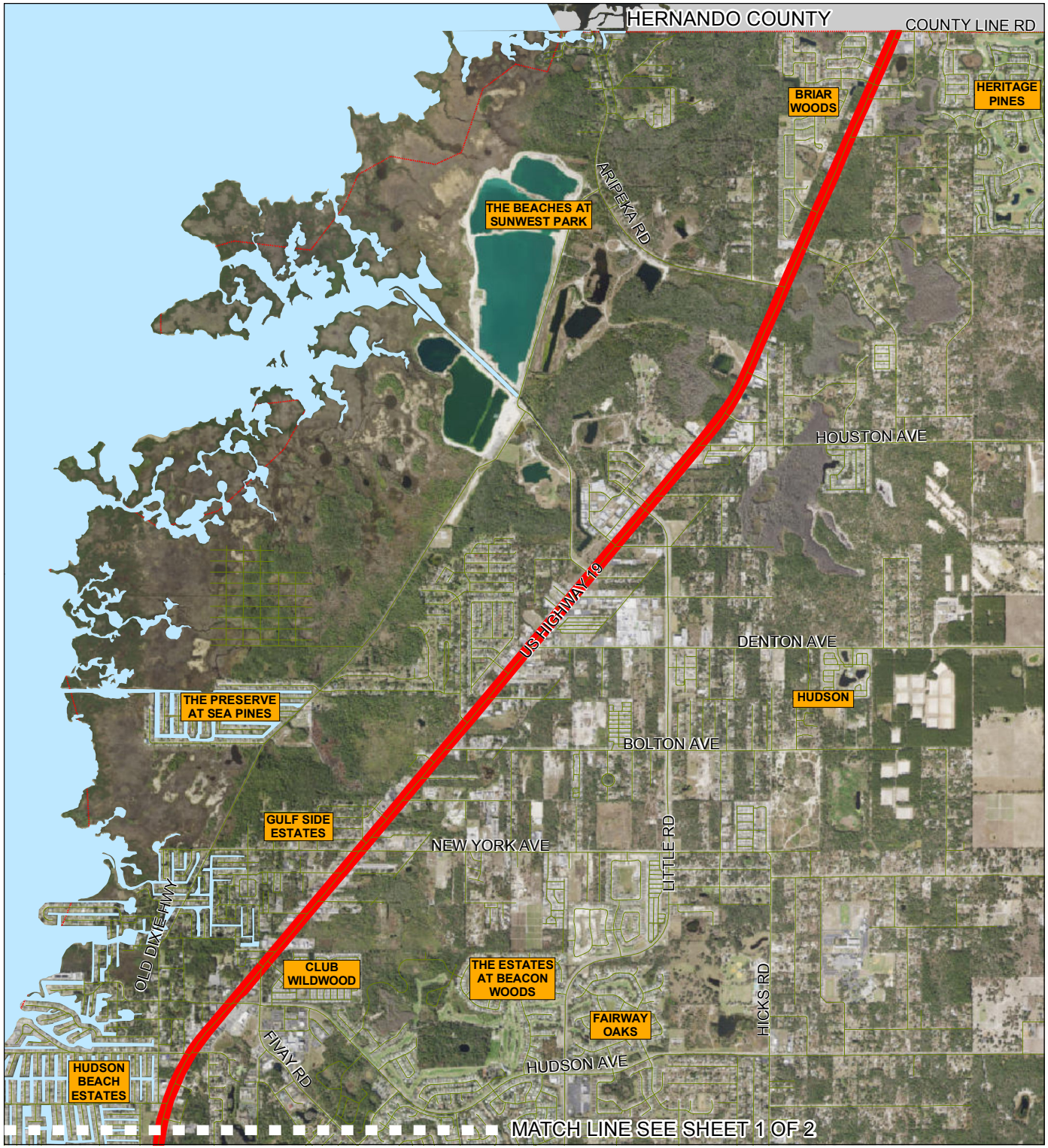

US HIGHWAY 19 FROM PINELLAS COUNTY LINE (PHOENIX AVENUE) TO HERNANDO COUNTY LINE (COUNTY LINE ROAD)

LANDSCAPE REHABILITATION PROJECT PHASE III

SHEET 2 OF 2

SUBJECT AREA

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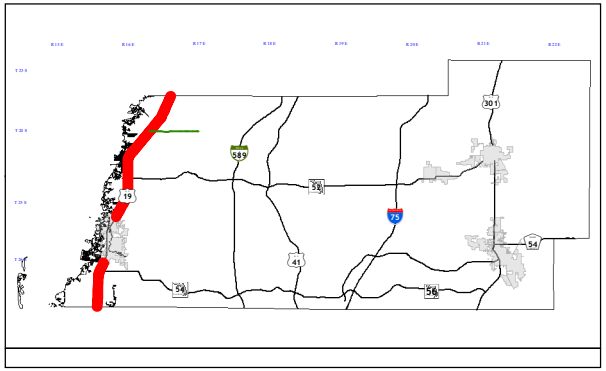

PASCO COUNTY PUBLIC WORKS LOCATIONS

ALL FREQUENCIES ARE ESTIMATED AND SUBJECT TO CHANGE ON AS NEEDED BASIS.

ESTIMATED WATERING FREQUENCY SCHEDULE (est. 17 times per year):
January 1; February 1; March 2; April 2; May 4; June 1; July 1; August 1; September 1; October 1; November 1; December 1

ESTIMATED TURF MOWING FREQUENCY SCHEDULE (est. 24 times per year):
January 1; February 1; March 1; April 1; May 1; June 4; July 4; August 4; September 4; October 1; November 1; December 1

ESTIMATED GROUND COVER MOWING FREQUENCY SCHEDULE (est. 5 times per year):
March 1; May 1; July 1; September 1; December 1

ESTIMATED YEARLY FERTILIZING FREQUENCY FOR ORNAMENTAL SHRUBS, TREES AND GROUND COVERS SCHEDULE (est. 3 times per year):
April 1; Summer 1; October 1

ESTIMATED YEARLY FERTILIZING FREQUENCY FOR MATURE PALMS SCHEDULE (est. 4 times per year): Winter 1; Spring 1; Summer 1; Fall 1

MEDIAN NO.	AREA	EST. SQ. FT.
US19 - DISTRICT 1	**(FLORA AVENUE NORTH TO TROUBLE CREEK ROAD)**	**138,537**
1	South of Flora	8,025
2	North of Flora	11,197
3	South of Continental	4,802
4	Alternate 19 Triangle	1,963
5	North of Continental	6,634
6	North of Buena Vista	16,243
7	North of Mile Stretch	12,628
8	North of Lange	1,899
9	South of Darlington	1,079
10	North of Darlington	7,535
11	North of Sunray	8,887
12	North of Camry	12,653
13	North of Gulf Trace	849
14	South of Westwood	1,397
15	South of Moog	3,178
16	North of Moog	11,812
17	South of State Road 54	16,607
18	North of State Road 54	11,149
US19 - DISTRICT 2	**(SPRINGER DRIVE NORTH TO STATE ROAD 52)**	**144,901**
1	North of Ridgecrest	7,275
2	North of Stone Rd	3,535
3	North of Salt Springs	5,743
4	North of Holiday Hills	19,663
5	North of Embassy	2,323
6	North of Tacoma	5,030
7	South of Fox Hollow	33,199
8	North of Fox Hollow	2,586
9	South of Graphic	1,779
10	North of Graphic	11,065
11	North of Regency Park	3,589

12	North of Jasmine	9,458

13	North of Coventry	3,124
14	South of Ranch	5,361
15	North of Ranch	15,690
16	North of Sandra	3,795
17	North of Rover	6,891
18	South of Gulf Highlands	2,471
19	South of SR 52	2,324
US19 - DISTRICT 3	**(STATE ROAD 52 NORTH TO NEW YORK AVENUE)**	**135,989**
1	North of SR 52	2,377
2	South of Elizabeth	800
3	North of Elizabeth	7,830
4	South of Beacon Woods	6,178
5	South of Beach Blvd	8,331
6	At Tower Rd	1,578
7	North of Signal Cove	1,857
8	North of Saltwater	7,987
9	North of Puffin	11,492
10	South of Sea Ranch	11,197
11	North of Sea Ranch	8,611
12	North of Babson	694
13	North of Clark	2,631
14	South of Hudson	18,838
15	North of Hudson	19,650
16	North of Flounder	2,404
17	South of New Jersey	10,689
18	North of New Jersey	9,750
19	South of New York	3,095
US19 - DISTRICT 4	**(NEW YORK AVENUE NORTH TO COUNTY LINE ROAD)**	**322,357**
1	North of New York	24,791
2	At Sunnydale	24,090
3	North of Bolton	2,352
4	North of Sea Pines	11,370
5	North of Casper	9,887
6	At Viva Via	527
7	North of Viva Via	8,165
8	North of Denton	23,436
9	North of Phelps	6,764
10	North of Fulton	11,768
11	North of Gladwin	34,065
12	North of Houston	17,457
13	North of Ideal	15,406
14	North of Jessup	47,652
15	North of Aripeka	12,753
16	North of Meridian	4,597
17	North of Briar Oaks	5,198
18	At Krysher	28,056
19	At Harris Loop	11,949

20	South of County Line	22,074
US19 - DISTRICT 5	**(SOUTH RIGHTS OF WAY)**	**5,599**
1	North of Phoenix	1,936
2	South of Flora	225
3	North of Moog	249
4	South of SR 54	489
5	North of SR 54	2,106
6	South of Flamingo	277
7	South of Trouble Creek	317
US19 - DISTRICT 6	**(NORTH RIGHTS OF WAY)**	**18,950**
1	North of Tacoma	261
2	North of Embassy	266
3	South of Jasmine	131
4	South of SR 52	831
5	North of SR 52	2,842
6	North of Beacon Woods	177
7	South of Aripeka	925
8	Aripeka South Corner	495
9	Aripeka North Corner	382
10	North of Craig Loop	9,134
11	South of County Line	3,506
MISCELLANEOUS COUNTY LOCATIONS		
1	Starkey Blvd. and Alico Pass	46,347
2	Curley Rd. Roundabouts	Future - TBD
3	Curley Rd. Segment D	Future - TBD

OFFEROR INFORMATION/CERTIFICATION FORM

This form MUST BE:

- **INCLUDED DOWLOADED, COMPLETED AND UPLOADED INTO BONFIRE WITH OFFEROR'S SUBMISSION**

- **FULLY executed with original authorized signature and TWO witness signatures**

1. "We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY THE PRESIDENT OF THE CORPORATION, OR A MEMBER OF A MEMBER-MANAGED LIMITED LIABILITY COMPANY, OR THE MANAGER OF A MANAGER-MANAGED LIMITED LIABILITY COMPANY; OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

OFFEROR MUST BE REGISTERED ON SUNBIZ (http://www.sunbiz.org/index.html), FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

2. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

_____

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

3. Name/title of contact person for the Offeror:_____

4. Business and mailing address:_____(If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

5. Primary business and mailing address (if different): _____

6. Telephone number: (_)_____Fax: (__)_____

   Email Address: _____

The above-named Offeror affirms and declares:

A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.

B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:

C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:

E. That the Offeror is in compliance with Section 448.095(2), Florida Statutes, requiring Contractor and its Subcontractors to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The Offeror also confirms that no public employer has terminated a contract with the Offeror for failure to comply with Section 448.095(2), Florida Statutes, within the 12 months preceding the date this Certification Form is signed by the Offeror.

F. That no officer or employee or person whose salary is payable in whole or in part from the County is, will be or become interested, directly, or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.

G. That the Offeror has received and carefully examined all Addenda issued prior to uploading its Response and its Response will be in accordance with all Addenda prior to Response Opening.

H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they <u>may</u> certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.

J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date;

and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A
_____Local Business located in Pasco County
_____Business located within Hillsborough, Pinellas, Polk, or Hernando County

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State/Federal Funds Involved: N (Y if applicable, N if not applicable)

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

K. By signing this Certification, I represent that I am of lawful age and have the authority to bind the Offeror for contract purposes. **If someone other than the President of the corporation, or a member of a member-managed limited liability company, or the manager of a manager managed limited liability company, then one of the following must be submitted with this Certification**:

1. If Offeror is a corporation (includes incorporated or company, or abbreviations thereof, in its name), and if other than the President of the corporation is signing this Certification, then one of the following must be submitted with this Certification:

   a. a current corporate resolution naming the officer or person signing this Certificate as authorized to sign contracts on behalf of the company or,

   b. a copy of the Board of Directors' resolution or meeting minutes designating the officer or person signing this Certificate as authorized to sign contracts for the corporation, certified by the secretary of the corporation.

2. If Offeror is a limited liability company, then the following must be submitted with this Certification: a copy of the Operating Agreement of the limited liability company showing that that person signing this Certificate is authorized to sign contracts for the limited liability company.

L. Attached to this response is a copy of the Certificate of Status from the Florida Secretary of State, Division of Corporations, which can be downloaded from https://dos.myflorida.com/sunbiz/search/.

M. Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

_____

_____

_____

(The remainder of this page intentionally left blank).

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

OFFEROR:

_____
Witness No. 1 - Print Name

BY:_____
(Authorized Signature in Ink)

_____
Witness No. 1 – (Signature in Ink)

_____
(Printed name of Signatory)

_____
Witness No. 2 – Print Name

_____
(Printed Title of Signatory)

_____
Witness No. 2 – (Signature in Ink)

_____
(Signature Date)

CORPORATE SEAL
(where appropriate)

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:
[___] physical presence, or
[___] online notarization

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____ , who executed the foregoing instrument as [Title]_____
of [Corporation or Company Name]_____ , a:
[___] corporation, or
[___] limited liability company
organized under the laws of [State]_____ , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):
[___] Personally known to me, or
[___] Has produced _____ as identification
on behalf of [*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]:
_____.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

SAMPLE AGREEMENT

THIS AGREEMENT is entered by and between **PASCO COUNTY, FLORIDA,** by and through its Board of County Commissioners (hereinafter called "Owner") and _____ _____ (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Owner desires to retain Contractor to provide _____ _____**;** and

WHEREAS, Owner has selected Contractor in accordance with competitive bidding procedures; and

WHEREAS, Contractor agrees to serve as Owner's Contractor for _____ _____**,** based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1 - WORK

Contractor will _____

ARTICLE 2 – OWNER'S REPRESENTATIVE

The Project is administered by:

Public Infrastructure
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.1 Except as otherwise specified herein, **the Agreement shall remain in full force and effect from _____,**

SAMPLE

subject to the Price Escalation terms described elsewhere herein, unless cancelled in writing by Pasco County. The County reserves the right to extend the contract, under the same prices, terms and conditions as in the original contract approved by Pasco County for two additional one-year periods, as found to be in the best interest of the County. All contracts are subject to the appropriation of funds by Pasco County.

3.2 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed by the County, the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 ($100.00) for each calendar day after the date of completion. Default days will be counted in calendar days, excluding Sundays and legal holidays.

ARTICLE 4 - CONTRACT PRICE

4.1 The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents subject to the Not to Exceed annual amount of $_____, provided however, the Owner may increase this amount via unilateral Change Order.

4.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

ARTICLE 5 - CONFLICTS

5.1 To the extent there is a conflict regarding indemnification and contract term between the Instructions to bidders and this Agreement, the provisions of this Agreement will control.

ARTICLE 6 - TERMINATION OF AGREEMENT

6.1 In return for good and valuable consideration in the amount of $100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its discretion and termination will be effective, with cause immediately or without cause after 30 days, after written notice has been provided to the Contractor.

6.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

SAMPLE

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

8.1 This Agreement.

8.2 Invitation to Bid.

8.3 Instructions to Bidders.

8.4 Conditions of Contract.

8.5 Proposal and Bid Forms.

8.6 Insurance Certificates.

8.7 Contract Forms

8.8 Specifications.

8.9 Exhibits.

8.10 Addenda numbers ____ to ___ inclusive.

8.11 Documents submitted by Contractor prior to Notice of Award (Pages _____ to _____ inclusive).

SAMPLE

8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

ARTICLE 9 - SUBCONTRACTORS

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 10 – INDEMNIFICATION

10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) to the extent caused by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.

SAMPLE

10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.

10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of $100.00, the sufficiency and receipt of which is hereby acknowledged.

10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 11 - MISCELLANEOUS

11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.

11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be

SAMPLE

bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.

11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.

11.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.

11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.

11.5 The Agreement will be governed by and construed under the laws of the State of Florida.

11.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.

11.7 During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as

SAMPLE

hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

11.8 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to Owner:
Pasco County Utilities
19420 Central Boulevard
Land O' Lakes, FL 34637

Attention: Branford Adumuah
Assistant County Administrator, Public Infrastructure

If to the Contractor:

_____

_____

_____

Attention: _____

ARTICLE 12 – LAW COMPLIANCE

Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the date noted below.

CONTRACTOR,

WITNESS:

(Firm Name)

_____ By: _____

Date: _____ _____

Name

(SEAL)

ATTEST:

OWNER,
PASCO COUNTY, FLORIDA

_____ By: _____

Nikki Alvarez-Sowles, Esq. CHAIRMAN
Pasco County Clerk & Comptroller

Date: _____

SAMPLE

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:
[___] physical presence, or
[___] online notarization
by:

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name]_____, who executed the foregoing instrument as [Title]_____
of [Corporation or Company Name]_____, a:
[___] corporation, or
[___] limited liability company
organized under the laws of [State]_____,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name]_____, as attorney in fact for _____.

****

Said person is (check one below):
[___] Personally known to me, or
[___] Has produced _____ as identification
on behalf of [*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]:
_____.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

SAMPLE

SAMPLE FLORIDA PERFORMANCE BOND

PROJECT:_____

BID NO.:_____

PROJECT NO.:_____

PROJECT LOCATION:_____

BOND NO.:_____

AMOUNT: **100% of the contracted bid amount (on awarded Districts**)

KNOW ALL MEN BY THESE PRESENT, that we, _____
(Name of Contractor)

located at _____
(Address and Telephone Number of Contractor)

hereinafter called the Principal, and _____
(Name of Surety)

located at _____
(Address and Telephone Number of Surety)

hereinafter called the SURETY, are held and firmly bound unto PASCO COUNTY BOARD OF COUNTY COMMISSIONERS, 7536 STATE STREET, NEW PORT RICHEY, FLORIDA 34654, (727) 847-2411, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter called the COUNTY, in the penal sum of _____and _____ Dollars (_____) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written CONTRACT, entered into between the Principal and the COUNTY, for the WORK described, a copy of which said CONTRACT dated: the _____ day of _____, 20____ is made a part hereof as if fully copied herein.

Now, therefore, the conditions of this obligation are such, that if the Principal shall In all respects comply with the terms and conditions of said CONTRACT, and his obligation thereunder, including the CONTRACT Documents which include the Notice to BIDDERS, Instructions to BIDDERS, CONTRACT CONDITIONS, PROPOSAL AND BID FORMS, Contract Forms, Notice of Award, Exhibits and Technical SPECIFICATIONS therein referred to and made a part thereof, and such alterations as may be made in said SPECIFICATIONS as therein provided for, NOTICE TO PROCEED, CONTRACT BOND, and any CHANGE ORDER, Purchase Order, or SUPPLEMENTAL AGREEMENT, and shall indemnify, defend, and save harmless the said COUNTY against and from all costs, expenses,

SAMPLE

damages, injury, or conduct, want of care or skill, negligence or default, including patent infringements on the part of the said Principals, agents, or employees, in the execution of performance of said CONTRACT, including errors in the plans furnished by the Principal, and further, if such CONTRACTOR or CONTRACTORS shall promptly make payments to all persons supplying him, them, or it, labor, MATERIAL, and supplies, used directly or indirectly by said CONTRACTOR, CONTRACTORS, SUBCONTRACTOR, or SUBCONTRACTORS in the prosecution of the WORK provided for in said CONTRACT, this obligation shall be void; otherwise, the Principal and SURETY jointly and severally agree to pay to the COUNTY any difference between the sum to which the said Principal would be entitled on the completion of the CONTRACT, and that which the COUNTY may be obliged to pay for the completing of said WORK BY CONTRACT or otherwise, and any damages, direct or indirect, or consequential, which the said COUNTY may sustain on account of such WORK, or on account of the failure of the said CONTRACTOR to properly and in all things keep and execute all provisions of said CONTRACT.

And the said Principal and SURETY hereby further bind themselves, their successors, and executors, administrators, and assigns jointly and severally, that they will amply and fully protect the said COUNTY against, and will pay any and all amounts, damage costs, and judgements which may be recovered against or which the COUNTY may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said WORK, or of the repair or maintenance thereof, or the manner of doing the same or the neglect of the said Principal, or his agents or servants, or the improper performance of the said WORK by the Principal, or his agents or servants, or the failure to keep and execute all provisions of said CONTRACT or the infringements of any patent rights by reason of the use of any MATERIAL furnished, or WORK done; as aforesaid, or otherwise.

And the said Principal and SURETY hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the COUNTY any sum which the COUNTY may be compelled to pay because of any lien for labor or MATERIAL furnished for the WORK embraced by said CONTRACT, and the said SURETY, for value received, hereby stipulates and agrees that no change, purchase order, task order, extension of time, alterations, or additions to the terms of the CONTRACT or to the WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same shall in any way affect its obligations on this BOND, and it does hereby waive notice of any such change, extensions of time, alterations, or additions to the WORK or to the SPECIFICATIONS.

SAMPLE

In testimony whereof, witness the hands and seals of the parties hereto this _____ day of

_____, 20____.

(Contractor)

_____

PRINCIPAL

BY:_____

Name:_____

Title:_____

ATTEST:

_____

SURETY

BY:_____

Name:_____

Title:_____

ADDRESS_____

WITNESS:

CITY_____

STATE _____ ZIP_____

_____

Signature

PHONE NO._____

Name:_____

COUNTERSIGNERS:

_____

_____

BY:_____

Title:_____

SAMPLE



Detail by Entity Name

Florida Profit Corporation
MEGASCAPES LANDSCAPE AND MAINTENANCE, INC

Filing Information

Document Number	P09000045050
FEI/EIN Number	27-0380584
Date Filed	05/21/2009
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	04/15/2026

Principal Address

36776 BOZEMAN ROAD
DADE CITY, FL 33525

Changed: 01/07/2010

Mailing Address

36776 BOZEMAN ROAD
DADE CITY, FL 33525

Changed: 01/07/2010

Registered Agent Name & Address

SEEMANN, James P
9535 Fort King Road
DADE CITY, FL 33525

Name Changed: 01/13/2021

Address Changed: 11/17/2016

Officer/Director Detail

Name & Address

Title P

SEEMANN, JAMES P
9535 Fort King Road
DADE CITY, FL 33525

Title Secretary, VP

Seemann, Amber L
9535 Fort King Road
Dade City, FL 33525

Annual Reports

Report Year	Filed Date
2024	07/17/2024
2025	04/15/2026
2026	04/15/2026

Document Images

04/15/2026 -- REINSTATEMENT	View image in PDF format
07/17/2024 -- REINSTATEMENT	View image in PDF format
10/14/2022 -- REINSTATEMENT	View image in PDF format
01/13/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
04/09/2019 -- ANNUAL REPORT	View image in PDF format
11/15/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
04/09/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
02/23/2018 -- ANNUAL REPORT	View image in PDF format
02/02/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
11/17/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
01/22/2015 -- ANNUAL REPORT	View image in PDF format
04/25/2014 -- ANNUAL REPORT	View image in PDF format
04/21/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
10/04/2010 -- Off/Dir Resignation	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
11/02/2009 -- Reg. Agent Change	View image in PDF format
05/21/2009 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PW26-0056 **DATE:** 6/16/2026

SUBJECT: Additional Purchasing Authority and Third Amendment to Agreement IFB-RH-21-193 – Ajax Paving Industries of Florida LLC – Annual Concrete Sidewalk Replacement Contract – $1,900,000.00

REFERENCES: IFB-RH-21-193, PW22-0050, PW23-0093, PW25-0016, NI26-0559

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Jason Mickel, Public Works Director

RECOMMENDED BOARD ACTION:

Approve the additional purchasing authority and Third Amendment to the Agreement for solicitation no. IFB-RH-21-193 for the annual concrete sidewalk replacement contract (Agreement) with Ajax Paving Industries of Florida LLC (Ajax) in the annual Not to Exceed (NTE) amount of $1,500,000.00 for Fiscal Year (FY) 2026 and $400,000.00 for FY 2027, resulting in the new cumulative NTE amount of $8,350,000.00 for the term of the Agreement continuing through January 11, 2027. Authorize the Chairman to execute the two originals of the Third Amendment provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On January 11, 2022, the Board of County Commissioners (BCC) approved the award of solicitation no. IFB-RH-21-193 to Ajax for the County's annual concrete sidewalk replacement (Agreement), in the annual NTE amount of $650,000.00 for FY 2022; $650,000.00 for FY 2023; $650,000.00 for FY 2024; and $650,000.00 for FY 2025, resulting in the cumulative NTE contract amount of $2,600,000.00 (PW22-0050).

On June 20, 2023, the BCC approved Change Order No. 1 to the Agreement for additional purchasing authority in the NTE amount of $350,000.00 for Fiscal Year (FY) 2023; $350,000.00 for FY 2024; and $350,000.00 for FY 2025, resulting in the new cumulative NTE contract amount of $3,650,000.00 for the remainder of the contract term ending January 11, 2025 (PW23-0093).

On November 12, 2024, the BCC approved the First Amendment to the Agreement with Ajax for (i) additional purchasing authority in the NTE amount of $900,000.00 for FY 2025 and $650,000.00 in FY 2026, resulting in the new cumulative NTE contract amount of $5,200,000.00; (ii) to extend the Agreement for the first renewal term beginning January 12, 2025, and continuing through January 11, 2026; and (iii) to delegate authority to County Administrator to approve the second one-year renewal term under the same terms and conditions as the original Agreement in the NTE amount of $1,250,000.00 for FY 2026, resulting in the new total NTE contract amount of up to $6,450,000.00 (PW25-0016).

On November 6, 2025, the County Administrator approved the Second Amendment to the Agreement with Ajax to extend the Agreement for the second one-year renewal term beginning on January 12, 2026, and continuing through January 11, 2027 (NI26-

0559).

The Public Works Department uses this contract for repairs and replacement of county-maintained sidewalks and curbs. Additional funding for the Agreement is needed to meet the demand for sidewalk repairs and replacements.

The Public Works Department, with concurrence from the Purchasing Department, requests approval of the Third Amendment to the Agreement and additional purchasing authority in the NTE amount of $1,500,000.00 for FY 2026; and $400,000.00 for FY 2027, resulting in the new cumulative NTE amount of $8,350,000.00 for the term of the contract continuing through January 11, 2027.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $1,500,000.00 is budgeted and available for FY 2026 in the County Transportation Trust Fund, Public Works Department. Funding in the amount of $400,000.00 will be requested for FY 2027, contingent upon approval from the BCC of the various budgets.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original Third Amendment
2. Mail One Original Third Amendment to:
    Ajax Paving Industries of Florida LLC
    Mr. Michael A Horan
    One Ajax Drive
    North Venice, FL 34275

ATTACHMENT(S):
1. PW26-0056 Third Amendment to Agreement IFB-RH-21-193 (Two Originals)
2. PW26-0056 Memorandum NI26-0559
3. PW26-0056 Second Amendment to Agreement IFB-RH-21-193
4. PW26-0056 Memorandum PW25-0016
5. PW26-0056 First Amendment to Agreement IFB-RH-21-193
6. PW26-0056 Memorandum PW23-0093
7. PW26-0056 Change Order No. 1
8. PW26-0056 Memorandum PW22-0050
9. PW26-0056 Agreement IFB-RH-21-193
10. PW26-0056 Solicitation Documents IFB-RH-21-193
11. PW26-0056 Bid Proposal
12. PW26-0056 Corporate Resolution - Signatory Authority
13. PW26-0056 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

THIRD AMENDMENT TO AGREEMENT BETWEEN PASCO COUNTY AND AJAX PAVING INDUSTRIES OF FLORIDA LLC FOR THE ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT

THIS THIRD AMENDMENT to the Annual Concrete Sidewalk Replacement Contract for Solicitation No. IFB-RH-21-193 is made and entered into by and between Pasco County, by and through its Board of County Commissioners (hereinafter referred to as the "COUNTY"), and Ajax Paving Industries of Florida LLC, whose business address is One Ajax Drive, North Venice, FL 34275 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, the COUNTY awarded Solicitation No. IFB-RH-21-193 for the "Annual Concrete Sidewalk Replacement Contract" to the CONTRACTOR, pursuant to which the COUNTY and the CONTRACTOR entered into an agreement made effective on January 11, 2022 (the "Agreement"); the Agreement is incorporated herein and made part hereof by reference; and

WHEREAS, the COUNTY and the CONTRACTOR entered into the first change order to the Agreement, made effective on June 20, 2023, for additional funding in the amount of $350,000.00 for Fiscal Year (FY) 2023; $350,000.00 for FY 2024; and $350,000.00 for FY 2025, resulting in the new cumulative Not to Exceed (NTE) contract amount of $3,650,000.00 (the "Change Order"); the Change Order is incorporated herein and made part hereof by reference; and

WHEREAS, the COUNTY and the CONTRACTOR entered into the First Amendment to the Agreement to extend the Agreement for the first one-year renewal term beginning on January 12, 2025, and continuing through January 11, 2026; and to increase funding for the Agreement in the NTE amount of $900,000.00 for FY 2025 and $650,000.00 for FY 2026, resulting in the new cumulative NTE contract amount of $5,200,000.00; the First Amendment to the Agreement is incorporated herein and made part hereof by reference; and

WHEREAS, the COUNTY and the CONTRACTOR entered into the Second Amendment to the Agreement to extend the Agreement for the second one-year renewal term beginning on January 12, 2026, and continuing through January 11, 2027; and to increase funding for the Agreement in the NTE amount of $1,250,000.00 for FY 2026, resulting in the new cumulative NTE contract amount of $6,450,000.00; the Second Amendment to the Agreement is incorporated herein and made part hereof by reference; and

WHEREAS, to address the demand for sidewalk repairs and replacements, the COUNTY needs additional funding for the Agreement in the NTE amount of $1,500,000.00 for FY 2026, and $400,000.00 for FY 2027; and

WHEREAS, the CONTRACTOR is ready, willing, and able to provide additional sidewalk repairs and replacements.

NOW, THEREFORE, the COUNTY and the CONTRACTOR, in consideration of the mutual covenants and provisions contained herein, the sufficiency of which are hereby acknowledged, agree as follows:

1. The statements contained in the recitation of facts set forth above are true and correct and are hereby incorporated in and made a part of this Third Amendment to the Agreement.

2. The Agreement is increased in the NTE amount of $1,500,000.00 for FY 2026, and $400,000.00 for FY 2027, resulting in the new cumulative NTE contract amount of $8,350,000.00 for the term of the contract continuing through January 11, 2027. The total NTE Contract Price in paragraph 7 of the Agreement is amended to reflect that the total NTE Contract Price is $8,350,000.00 for the term of the contract continuing through January 11, 2027.

3. All terms and conditions of the Agreement, except as modified by this Amendment, are ratified in their entirety and shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties, hereto have executed this Third Amendment to the Agreement, effective the last day written below.

(SEAL)

ATTEST:

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: _____
Jack Mariano
Chairman

Date: _____

FOR CONTRACTOR:

AJAX PAVING INDUSTRIES OF
FLORIDA LLC

Signed By: _____

Print Name: Jim Price

Title: Regional Manager

Date: 5/29/26

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me on May 29th, 20 26, by means of:

[✓] **physical presence** or
[ ] **online notarization**

by ***[as applicable, complete one (1) of the four (4) choices below]***:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Jim Price, who executed the foregoing instrument as
[Title] Regional Manager of
[Corporation or Company Name] Ajax Paving Industries of Florida, a:
[ ] **corporation** or
[✓] **limited liability company**
organized under the laws of [State] Florida,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____, Partner (or Agent), on behalf of

[Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact for [Principal Name] _____.

****

Said person is (check one below):

[✓] **Personally known to me**, or
[ ] **Has produced** _____ **as identification.**

Angela Wike
_____
Signature of person taking acknowledgment

Angela Wike
_____
Print Notary's name

(This line is required to be completed by §117.05, F.S.)

[Notary Stamp or Seal]

ANGELA WIKE
Notary Public - State of Florida
Commission # HH 414282
My Comm. Expires Jul 22, 2027
Bonded through National Notary Assn.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0559 **DATE:** 2/17/2026

SUBJECT: Second Amendment to Agreement IFB-RH-21-193 – Ajax Paving Industries of Florida LLC – Annual Concrete Sidewalk Replacement Contract (PWM26-0007)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0559 IOM and Second Amendment to Agreement IFB-RH-21-193 (PWM26-0007)

SECOND AMENDMENT TO AGREEMENT BETWEEN PASCO COUNTY AND AJAX PAVING INDUSTRIES OF FLORIDA LLC FOR THE ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT

THIS SECOND AMENDMENT to the Annual Concrete Sidewalk Replacement Contract for Solicitation No. IFB-RH-21-193 is made and entered into by and between Pasco County, by and through its Board of County Commissioners (hereinafter referred to as the "COUNTY"), and Ajax Paving Industries of Florida LLC, whose business address is One Ajax Drive, North Venice, FL 34275 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, the COUNTY awarded Solicitation No. IFB-RH-21-193 for the "Annual Concrete Sidewalk Replacement Contract" to the CONTRACTOR, pursuant to which the COUNTY and the CONTRACTOR entered into an agreement made effective on January 11, 2022 (the "Agreement"); the Agreement is incorporated herein and made part hereof by reference; and

WHEREAS, the COUNTY and the CONTRACTOR entered into the first change order to the Agreement, made effective on June 20, 2023, for additional funding in the amount of $350,000.00 for Fiscal Year (FY) 2023; $350,000.00 for FY 2024; and $350,000.00 for FY 2025, resulting in a new cumulative Not to Exceed (NTE) contract amount of $3,650,000.00 (the "Change Order"); the Change Order is incorporated herein and made part hereof by reference; and

WHEREAS, the COUNTY and the CONTRACTOR entered into the First Amendment to the Agreement to extend the Agreement for the first one-year renewal term beginning on January 12, 2025, and continuing through January 11, 2026; and to increase funding for the Agreement in the NTE amount of $900,000.00 for FY 2025 and $650,000.00 for FY 2026, resulting in a new cumulative NTE contract amount of $5,200,000.00; the First Amendment to the Agreement is incorporated herein and made part hereof by reference; and

WHEREAS, the COUNTY and the CONTRACTOR would like to renew the Agreement for the second one-year renewal term beginning on January 12, 2026, and continuing through January 11, 2027; and to increase funding for the Agreement in the NTE amount of $1,250,000.00 for FY 2026, resulting in a new cumulative NTE contract amount of $6,450,000.00.

NOW, THEREFORE, the COUNTY and the CONTRACTOR, in consideration of the mutual covenants and provisions contained herein, the sufficiency of which are hereby acknowledged, agree as follows:

1. The statements contained in the recitation of facts set forth above are true and correct and are hereby incorporated in and made a part of this Second Amendment to the Agreement.

2. The COUNTY and CONTRACTOR wish to extend the Agreement for an additional one-year term beginning on January 12, 2026, and continuing through January 11, 2027, in the NTE amount of $1,250,000.00 for FY 2026.

3. All terms and conditions of the Agreement, except as modified by this Amendment, are ratified in their entirety and shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties, hereto have executed this Second Amendment to the Agreement, effective January 12, 2026:

(SEAL)

ATTEST:

By: Heather Grimm, D.C.
NIKKI ALVAREZ-SOWLES, ESQ.
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By:
Michael J. Carballa, P.E.
County Administrator

Date: 11/6/25

APPROVED FOR LEGAL FORM & SUFFICIENCY
OFFICE OF THE COUNTY ATTORNEY
BY: Olivia DeSoto
DATE: 10/29/25

Ajax Paving Industries of Florida LLC

Signed By:

Print Name: Christie Alvaro

Title: Vice President of Estimating

Date: September 30, 2025

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Sarasota }

The foregoing instrument was acknowledged before me on September 30, 20 25, by means of:

[✓] **physical presence** or
[ ] **online notarization**

by ***[as applicable, complete one (1) of the four (4) choices below]***:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Christie Alvaro, who executed the foregoing instrument as
[Title] Vice President of Estimating of
[Corporation or Company Name] Ajax Paving Industries of Florida, LLC, a:
[ ] **corporation** or
[✓] **limited liability company**
organized under the laws of [State] Florida,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____, Partner (or Agent), on behalf of

[Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact for [Principal Name] _____.

****

Said person is (check one below):

[✓] **Personally known to me**, or
[ ] **Has produced** n/a - (personally known) **as identification.**

KARA COGGINS
Notary Public - State of Florida
Commission # HH 636240
My Comm. Expires Apr 6, 2029
Bonded through National Notary Assn.

[Notary Stamp or Seal]

Kara Coggins
Signature of person taking acknowledgment

Kara Coggins
Print Notary's name

(This line is required to be completed by §117.05, F.S.)

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PW25-0016 **DATE:** 11/12/2024

SUBJECT: First Amendment to Agreement IFB-RH-21-193 and Additional Purchasing Authority – Ajax Paving Industries of Florida LLC – Annual Concrete Sidewalk Replacement Contract – $1,550,000.00

REFERENCES: IFB-RH-21-193, PW22-0050, PW23-0093

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Jason Mickel, Public Works Director

RECOMMENDED BOARD ACTION:

Approve the First Amendment to the Agreement for annual concrete sidewalk replacement for IFB-RH-21-193 with Ajax Paving Industries of Florida LLC (Ajax), to extend the Agreement for the first one-year renewal term beginning on January 12, 2025, and to increase the cumulative Not to Exceed (NTE) contract amount by $1,550,000.00 (with the NTE amount being $900,000.00 for Fiscal Year (FY) 2025 and $650,000.00 for FY 2026) making the new cumulative NTE contract amount $5,200,000.00. Delegate authority to the County Administrator to approve the second one-year renewal option under the same terms and conditions as the original agreement in the NTE amount of $1,250,000.00 for FY 2026, pending budget approval, for a total NTE contract amount of $6,450,000.00. Authorize the Chairman to execute two originals of the First Amendment to Agreement IFB-RH-21-193 provided and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On January 11, 2022, the Board of County Commissioners (BCC) approved the award of bid to Ajax for IFB-RH-21-193, for the County's annual concrete sidewalk replacement (the "Agreement"), for an annual NTE amount of $650,000.00 for FY 2022; $650,000.00 for FY 2023; $650,000.00 for FY 2024; and $650,000.00 for FY 2025, for a cumulative NTE contract amount of $2,600,000.00 (this amount included $200.00 for indemnification and termination for convenience, and $250,000.00 for allowance work) (PW22-0050).

On June 20, 2023, the BCC approved Change Order No. 1 to the Agreement for additional purchasing authority for the annual concrete sidewalk replacement with Ajax, in the additional amount of $350,000.00 for Fiscal Year (FY) 2023; $350,000.00 for FY 2024; and $350,000.00 for FY 2025, resulting in the new cumulative NTE contract amount of $3,650,000.00 for the remainder of the three-year contract term, ending January 11, 2025, unless canceled earlier or extended in accordance with the solicitation documents (PW23-0093).

The Public Works Department uses the Agreement for repairs and replacement of the county-maintained sidewalks and curbs.

The Public Works Department, with concurrence from the Purchasing Department, requests approval of the First Amendment to the Agreement with Ajax in the NTE

amount of $900,000.00 for FY 2025 and $650,000.00 in FY 2026, resulting in the new cumulative NTE contract amount of $5,200,000.00 for the first renewal term of the contract beginning January 12, 2025, and ending January 12, 2026.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $900,000.00 is budgeted and available for FY 2025 in the County Transportation Trust Fund and Stormwater Management Fund, Public Works Department. Funding in the amount of $650,000.00 will be requested for FY 2026, contingent upon annual renewals and approval from the BCC of the various budgets.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original
2. Mail One Original to:
   Ajax Paving Industries of Florida LLC
   Mr. Michael A Horan
   One Ajax Drive
   North Venice, FL 34275

ATTACHMENT(S):
1. PW25-0016 First Amendment to Agreement (Two Originals)
2. PW25-0016 Corporate Resolution - Signatory Authority
3. PW25-0016 Memorandum PW23-0093
4. PW25-0016 Change Order No. 1 to Agreement IFB-RH-21-193
5. PW25-0016 Memorandum PW22-0050
6. PW25-0016 Agreement IFB-RH-21-193
7. PW25-0016 Solicitation Documents IFB-RH-21-193
8. PW25-0016 Bid Proposal
9. PW25-0016 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

November 19, 2024

Ajax Paving Industries of Florida LLC
Mr. Michael A Horan
One Ajax Drive
North Venice, FL 34275

RE: Annual Concrete Sidewalk Replacement Contract
C27 - PW25-0016

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of November 12, 2024, the above-mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Meeting Overview", scroll down to the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Kayla Zine
Records Clerk II, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

FIRST AMENDMENT TO AGREEMENT BETWEEN PASCO COUNTY AND AJAX PAVING INDUSTRIES OF FLORIDA LLC FOR THE ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT

THIS FIRST AMENDMENT to the Annual Concrete Sidewalk Replacement Contract for Solicitation No. IFB-RH-21-193 (the "Amendment") is made and entered into by and between Pasco County, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Ajax Paving Industries of Florida LLC, whose business address is One Ajax Drive, North Venice, FL 34275, hereinafter referred to as the CONTRACTOR.

WHEREAS, the COUNTY awarded the Annual Concrete Sidewalk Replacement Contract for Solicitation No. IFB-RH-21-193 to the CONTRACTOR, made effective on January 11, 2022 (the "Agreement"), which is incorporated herein and made part hereof by reference; and

WHEREAS, the COUNTY and the CONTRACTOR entered into the first change order to the Agreement, made effective on June 20, 2023, for additional funding in the amount of $1,050,000.00, resulting in a new cumulative Not to Exceed (NTE) contract amount of $3,650,000.00 for the remainder of the three-year contract term, ending January 11, 2025 (the "Change Order"), which is incorporated herein and made part hereof by reference; and

WHEREAS, the Agreement provides the COUNTY the option to renew the Agreement for two additional one-year terms upon providing the CONTRACTOR notice pursuant to the terms of the Agreement; and

WHEREAS, the COUNTY finds that it would serve a public purpose to exercise the first one-year renewal of the Agreement effective January 12, 2025; and

WHEREAS, the Contract Price of the Agreement provides for a cumulative NTE amount of $3,650,000.00 for the initial three-year term of the Agreement; and

WHEREAS, the COUNTY is requesting the CONTRACTOR provide additional services during the one-year renewal period under the same terms and conditions, requiring a new cumulative NTE amount of $5,200,000.00 for the initial term and one-year extension; and

WHEREAS, the CONTRACTOR agrees to continue providing the services as specified under the terms of this Amendment.

NOW, THEREFORE, the COUNTY and the CONTRACTOR, in consideration of the mutual covenants and provisions contained herein, the sufficiency of which are hereby acknowledged, agree as follows:

1. The statements contained in the recitation of facts set forth above are true and correct and are hereby incorporated in and made a part of this Amendment.

2. The COUNTY and CONTRACTOR wish to extend the Agreement for an additional one (1) year period, beginning on January 12, 2025, pursuant to the terms of the Agreement. The Agreement will now expire on January 12, 2026 unless further extended or terminated earlier pursuant to the terms of the Agreement.

3. The terms, covenants, and conditions set forth in the Agreement, except as specifically amended herein, are hereby ratified, approved, and confirmed in their entirety.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties, hereto have executed this First Amendment to the Agreement for Solicitation No. IFB-RH-21-193, effective January 12, 2025:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

By: D.L. Gay, D.C.
for NIKKI ALVAREZ-SOWLES, Esq.
Clerk & Comptroller

By: Ronald E. Oakley
Chairman, Ronald E. Oakley

APPROVED IN SESSION
NOV 12 2024
PASCO COUNTY BCC

Date: _____

Ajax Paving Industries of Florida LLC

Signed By:

Print Name: Joe Minich

Title: Regional Vice President

Date: 10/25/24

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} **ss**
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me on OCTOBER 25, 20 24, by means of:
[X] **physical presence** or
[ ] **online notarization**
by ***[as applicable, complete one (1) of the four (4) choices below]***:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] Joe Minich, who executed the foregoing instrument as
[Title] Regional Vice President of
[Corporation or Company Name] Ajax Paving Industries of Florida LLC, a:
[ ] **corporation** or
[X] **limited liability company**
organized under the laws of [State] Florida,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name] _____, Partner (or Agent), on behalf of

[Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] _____, as attorney in fact for [Principal Name] _____.

****

Said person is (check one below):
[X] **Personally known to me**, or
[ ] **Has produced** _____ **as identification.**

Signature of person taking acknowledgment

[Notary Stamp or Seal]

Patricia Ann Moore
Print Notary's name

(This line is required to be completed by §117.05, F.S.)

PATRICIA ANN MOORE
Notary Public - State of Florida
Commission # HH 538928
My Comm. Expires Jun 18, 2028
Bonded through National Notary Assn.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PW23-0093 **DATE:** 6/20/2023

SUBJECT: Change Order No. 1 to Agreement IFB-RH-21-193 – Additional Purchasing Authority – Ajax Paving Industries of Florida LLC – Annual Concrete Sidewalk Replacement – $1,050,000.00

REFERENCES: IFB-RH-21-193, PW22-0050

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Jason Mickel, Public Works Director

RECOMMENDED BOARD ACTION:

Approve Change Order No. 1 for additional purchase authority for the annual concrete sidewalk replacement with Ajax Paving Industries of Florida LLC (Ajax), in the additional amount of $350,000.00 for Fiscal Year (FY) 2023; $350,000.00 for FY 2024; and $350,000.00 for FY 2025, resulting in the new cumulative Not to Exceed (NTE) amount of $3,650,000.00 for the remainder of the three-year contract term, ending January 11, 2025, unless canceled earlier or extended in accordance with the solicitation documents. Authorize the Chairman to execute the two originals of Change Order No. 1 provided, and direct Board Records to distribute as set forth in the Distribution section.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On January 11, 2022, the Board of County Commissioners (BCC) approved the award for IFB-RH-21-193, for the County's annual concrete sidewalk replacement, with Ajax (PW22-0050), for an annual NTE amount of $650,000.00 for FY 2022; $650,000.00 for FY 2023; $650,000.00 for FY 2024; and $650,000.00 for FY 2025, for a cumulative NTE amount of $2,600,000.00, which includes $200.00 for indemnification and termination for convenience, and $250,000.00 for allowance work.

The Public Works Department has identified the need for additional funding for concrete and sidewalk replacement countywide related to stormwater pipe repair projects.

The Public Works Department, with concurrence from the Purchasing Department, request approval for additional purchasing authority with Ajax in the amount of $1,050,000.00, resulting in the new cumulative NTE amount of $3,650,000.00 for the remainder of the three-year contract term, ending January 11, 2025.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $350,000.00 is available in FY 2023 in the Stormwater Management Fund and County Transportation Trust Fund, Public Works Department. Funding in the amount of $350,000.00 will be requested in FY 2024 and in FY 2025, contingent on approval of the budgets by the BCC.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain one original
2. Mail one original to:

Ajax Paving Industries of Florida LLC
Mr. Michael A Horan
One Ajax Drive
North Venice, FL 34275

ATTACHMENT(S):

1. PW23-0093 Change Order No. 1 (Two Originals)
2. PW23-0093 Corporate Resolution - Signatory Authority
3. PW23-0093 Memorandum PW22-0050
4. PW23-0093 Agreement for IFB-RH-21-193
5. PW23-0093 Solicitation Documents IFB-RH-21-193
6. PW23-0093 Bid Proposal
7. PW23-0093 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

June 23, 2023

Ajax Paving Industries of Florida LLC
Mr. Michael A Horan
One Ajax Drive
North Venice, FL 34275

RE: Change Order No. 1 to Agreement IFB-RH-21-193 – Annual Concrete Sidewalk Replacement
C27 PW23-0093

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of June 20, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Meaghan Legnini
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

P.O. Box 338
New Port Richey, FL 34656-0338

(727) 847-8199
www.pascoclerk.com

38053 Live Oak Ave
Dade City, FL 33523-3805

PART II

EXHIBIT H

Pasco County, Florida

CHANGE ORDER NO. 1

CONTRACT: Annual Concrete Sidewalk Replacement

CONTRACTOR: Ajax Paving Industries of Florida LLC.

BID NO.: IFB-RH-21-193 TASK (if applicable) None

CONTRACT DATE: January 11, 2022

(Underline as applicable)

TIME CHANGE **EXTRA WORK** **CREDIT** **OTHER**

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE:	COST IMPACT	FINAL COMPLETION DAYS
1. ADDITIONAL: The Public Works Department (DPW) request approval for additional purchasing authority with Ajax, in the amount of $1,050,000.00, which breaks down as; $350,000.00 for FY23, $350,000.00 for FY24 and $350,000.00 for FY25, resulting in the new cumulative NTE amount of $3,650,000.00 for the remainder of the three-year contract term, ending January 11, 2025.	**$3,650,000.00**	**00**
2. **NEGATIVE:**	**$0.00**	**00**

REASON FOR CHANGE:

The Department of Public Works has identified the need for additional funding for concrete and sidewalk replacement related to stormwater pipe repair projects.

As result, Change Order No. 1 will increase to the overall contract value to new cumulative NTE amount of $3,650,000.00 for the remainder of the three-year contract term, ending January 11, 2025.

The initial Contract Price (FINAL TOTAL BID PRICE) was..... $2,600,000.00

Net change by previous Change Orders..... ..... $0.00

The Contract Price prior to this Change Order was..... ..... $2,600,000.00

The Contract Price will be INCREASED (increased, decreased, unchanged) by this Change Order..... $1,050,000.00

The Final Completion Milestone prior to this Change Order: ... Jan 11, 2025

The time for the Final Milestone will REMAIN UNCHANGED

The Final Completion Milestone as of this Change Order: January 11, 2025

The CONTRACTOR waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this Change Order. Except to the extent expressly modified by this Change Order, the aforesaid Contract and all terms and conditions therein, as amended by all previous Change Orders, is reaffirmed in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, this Change Order No. 1 to Ajax Paving Industries of Florida LLC, has been executed by the parties hereto or by their authorized representatives.

ATTEST: Nikki Alvarez–Sowles, Esq.
Pasco County Clerk and Comptroller

COUNTY COMMISSIONERS ORGANIZED JUNE 20th 1887 PASCO COUNTY FLORIDA

By: _____

Date of approval: _____ /2023

COUNTY: Pasco County, Florida

By: _____
Jack Mariano, Chairman
Board of County Commissioners
Pasco County, Florida

APPROVED
IN SESSION
JUN 20 2023
PASCO COUNTY
BCC

ATTEST:

_____
Witness: ~~Jaime~~ Jamie Simmons

_____
Witness: Kara Coggins

CONTRACTOR:
Ajax Paving Industries of Florida LLC.

By: _____
Christine Alvaro (SEAL)

AJAX PAVING INDUSTRIES OF FLORIDA LLC CORPORATE SEAL 2008 FLORIDA

Title: Assistant Corporate Secretary

Date: June 1 /2023

ACKNOWLEDGEMENT OF CONTRACTOR
(IF A CORPORATION OR LIMITED LIABILITY COMPANY)

STATE OF Florida }
COUNTY OF Sarasota }

On this 1st day of June, 2023, before me, the undersigned authority, personally appeared Christie Alvaro, to me known to be the individual described in and who executed the foregoing instrument as the Asst. Corp. Sec. [title] of Ajax Paving Industries of Florida, LLC [name of corporation or limited liability company], a Florida [state of incorporation/establishment] LLC [type of entity], the CONTRACTOR herein, and who severally and duly acknowledged the execution of such instrument as such an officer of the aforesaid CONTRACTOR, for and on behalf of, and as the act and deed of, the CONTRACTOR, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of the CONTRACTOR, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

Jericha Gervais [SEAL]
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known X or produced identification ____ [check one]
Type of identification produced n/a - (personally known) [describe]

JERICHA GERVAIS
Notary Public - State of Florida
Commission # HH 327257
My Comm. Expires Oct 30, 2026
Bonded through National Notary Assn.

PART II

Bond #013131456

EXHIBIT I

CONSENT OF SURETY TO CHANGE ORDER NO. 1

WHEREAS, the Board of County Commissioners of Pasco County, Florida (hereinafter the "COUNTY"), and Ajax Paving Industries of Florida, LLC. (hereinafter the "CONTRACTOR"), entered into an Agreement on January 11, 20 22, in connection with that certain Project known as Annual Concrete Sidewalk Replacement Contract, Bid. No. IFB-RH-21-193, FEMA No. _____; and

WHEREAS, Liberty Mutual Insurance Company (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated January 11, 20 22, in the sum of $ 2,600,000.00---------- in connection with the aforesaid Project and Agreement; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the attached Change Order No. 1, and agrees that said Change Order shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this 7th day of June, 20 23.

SURETY: Liberty Mutual Insurance Company

Jessica Nightlinger
Witness to All

By: Holly Nichols
Authorized Signature

Witness to All

By: Holly Nichols
As Attorney in Fact

Guy Hurley, LLC
Agency (Power of Attorney attached)

STATE OF Michigan }
}ss.
COUNTY OF Oakland }

On this 7th day of June, 20 23, before me, the undersigned authority, personally appeared Holly Nichols, to me known to be the individual described in and who executed the foregoing instrument as An authorized representative of Liberty Mutual Insurance Company, and acknowledged the execution of same, for and on behalf of and as the act and deed of said Liberty Mutual Insurance Company, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of ~~Florida~~ Michigan)

Nicholas Ashburn
(Print, Type, or Stamp Commissioned Name)

Personally known X
or produced identification ____

Type of identification produced N/A

(NOTARY SEAL)

NICHOLAS ASHBURN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires November 12, 2023

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198086-013068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of June, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PW22-0050 **DATE:** 1/11/2022

SUBJECT: Award of Bid No. IFB-RH-21-193 – Ajax Paving Industries of Florida LLC – Annual Concrete Sidewalk Replacement Contract – $2,600,000.00

REFERENCES: IFB-RH-21-193

AGENDA SECTION: Consent Agenda

THRU: Michael Carballa, Assistant County Administrator

FROM: Branford Adumuah, Public Works Director

RECOMMENDED BOARD ACTION:

Approve the Award of Bid No. IFB-RH-21-193 to the lowest, responsive, and responsible bidder, Ajax Paving Industries of Florida LLC (Ajax), for the annual concrete sidewalk replacement contract, in the annual Not to Exceed (NTE) amount of $650,000.00 for Fiscal Year (FY) 2022; $650,000.00 for FY 2023; $650,000.00 for FY 2024; and $650,000.00 for FY 2025, for a cumulative NTE amount of $2,600,000.00 for a term of three years, which includes $200.00 for indemnification and termination for convenience, and $250,000.00 for allowance work. Authorize the Chairman to execute the two originals of the Agreement provided, and direct Board Records to date the two originals of the provided Bonds and distribute the Agreement and Bonds as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On August 19, 2021, at the request of the Public Works Department, the Purchasing Department solicited an Invitation for Bid (IFB) for an annual concrete sidewalk replacement contract. The specifications were prepared by the Public Works Department. All provisions of the Purchasing Ordinance have been met.

On September 28, 2021, all bids were received, publicly opened, and read. The results are shown on the attached bid tabulation. Two hundred eighty-four vendors received automatic email notices; twenty-four of which were from Pasco County. Twenty-three vendors manually searched for and downloaded the solicitation; two of which were from Pasco County. Two responses were received; none of which were from Pasco County. A summary of the download history for this solicitation is attached.

The Public Works Department, with concurrence from the Purchasing Department, requests award to Ajax for a cumulative NTE amount of $2,600,000.00 for the three-year term of the contract. The contract can be renewed by Pasco County for up to two additional one-year terms under the same terms and conditions. Work will be assigned to Ajax on an as needed basis by issuance of individual notices-to-proceed, pursuant to the terms of the solicitation and the Agreement.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $650,000.00 is budgeted and available for FY 2022 in the Stormwater Management Fund, Public Infrastructure Branch, Public Works, Stormwater Management, Other Services, and in the County Transportation Trust Fund, Public Infrastructure Branch, Public Works, Road & Bridge, Other Services. Funding in the amount of $650,000.00 will be budgeted for FY 2023;

$650,000.00 for FY 2024; and $650,000.00 for FY 2025; contingent upon approval from the Board of County Commissioners of the various budgets.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain one original Agreement and one original Bond
2. Electronically to: Theresa Cervone, Project Coordinator III, Public Works, at tcervone@pascocountyfl.net
3. Mail one original Agreement and one original Bond to:
   Ajax Paving Industries of Florida LLC
   Mr. Michael A Horan
   One Ajax Drive
   North Venice, FL 34275

ATTACHMENT(S):

1. PW22-0050 Agreement (Two Originals)
2. PW22-0050 Public Construction Bond and Payment Bond with Risk Management Approval
3. PW22-0050 Solicitation Documents IFB-RH-21-193
4. PW22-0050 Bid Tabulation IFB-RH-21-193
5. PW22-0050 Download History IFB-RH-21-193
6. PW22-0050 Bid Proposal - Ajax Paving Industries of Florida LLC
7. PW22-0050 - Ajax Paving Industries of Florida LLC - Corporate Authority to Sign
8. PW22-0050 Certificate of Liability Insurance with Risk Management Approval
9. PW22-0050 Surety Letter - Ajax Paving Industries of Florida LLC
10. PW22-0050 Division of Corporations - Sunbiz

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

January 18, 2022

Ajax Paving Industries of Florida LLC
Mr. Michael A Horan
One Ajax Drive
North Venice, FL 34275

RE: Annual Concrete Sidewalk Replacement Contract
C53 PW22-0050

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of January 11, 2022, the above mentioned agenda item was approved. Attached is a copy of the document for your files as well as a set of bond.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, click on "Agendas & Minutes" on the left side of the home page, select the meeting date from the list, click on "Agenda" click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Allie Knupp
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

PART IV

AGREEMENT

THIS AGREEMENT is made and entered into by and between the BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, hereinafter called COUNTY,
and AJAX PAVING INDUSTRIES OF FLORIDA LLC, hereinafter called the CONTRACTOR, whose business address is ONE AJAX DRIVE, NORTH VENICE, FL 34275.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The CONTRACTOR shall provide to the COUNTY, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for:

ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT
Bid No.: IFB-RH-21-193

2. The CONTRACTOR shall complete the Work to be performed under this Agreement for a **three (3) year term** (the initial Contract Time) from the date of the first Notice to Proceed issued by the COUNTY. This Contract can also be renewed by the COUNTY for two (2) additional one (1) year option(s) to renew at the County's option at the same terms and conditions upon notice to the CONTRACTOR within ninety (90) days prior to the expiration on the initial contract time or any renewal period thereof.

3. In addition to the number of calendar days specified for the initial Contract Time in the preceding paragraph, **60** calendar days have been included in the overall Contract Time for allocation to the CONTRACTOR for performance of Allowance Work in accordance with the Allowances provision of the Contract Documents.

4. **Time is of the essence for this Agreement.** Timely completion of the Work after the issuance of the aforesaid Notice to Proceed is of central importance to the COUNTY. This Project has certain various critical milestones to be met.

5. **Liquidated damages shall apply to compensate for delays.** The parties acknowledge and agree that the damages to the COUNTY associated with any delay in completion of the Project are not readily ascertainable as of the time of execution of this Agreement and concur that the sum of **$1,241.00/Day** per diem**,** bears a reasonable relationship to the actual damages which the COUNTY would suffer as a consequence of any such delay in completion of the Work. The parties agree that such sums are reasonable and would not constitute a penalty against the CONTRACTOR. In arriving at these sums, consideration has been given to the loss to the public of the use of the Project due to delay, the additional administrative costs caused by any delay,

higher labor and material costs associated with delay, risks associated with litigation from delay, and other factors. Failure to complete the Work by any Milestone Date(s) set forth in the agreed upon Work Schedule or in this Agreement, up to and including that for Final Completion, therefore, shall entitle the COUNTY to deduct these sums from the Contract Price for each day of delay in meeting each such Milestone Date. The amounts of Liquidated Damages for individual Milestone Dates are additive for each day of delay they are concurrently in effect.

6. This Agreement includes and incorporates by reference all Contract Documents, as the term Contract Documents is defined within Article 1 of the General Conditions found in Conditions of the Contract (Part II).

7. The total Contract Price for the full and complete performance by Contractor of all Work required by the Contract Documents shall not exceed **$2,600,000.00**, unless otherwise modified as provided herein. The total Contract Price includes **$100.00** for Indemnification, **$100.00** for termination for convenience, **$250,000.00** for Allowance Work, and **$N/A** for Alternate No. ___. Payment shall be made not more often than once per month and in accordance with the Contract Documents.

8. During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

9. The CONTRACTOR shall furnish to the COUNTY (when and in the manner required by the Contract Documents) all appropriate Certificates of Insurance, and a Performance Bond and/or Payment Bond for the Contract Price within ten (10) days following Notification of Award.

10. The COUNTY and the CONTRACTOR acknowledge the acceptance from the Bid Proposal (Part III) of the following Alternate(s).

No. **N/A**	No._____	No._____	No._____
No. _____	No._____	No._____	No._____

The COUNTY and the CONTRACTOR acknowledge that the corresponding price as shown in the Bid Proposal (Part III) for each accepted Alternate is incorporated in the amount of compensation

specified in paragraph 7 above.

11. The COUNTY and the CONTRACTOR acknowledge that all addendums issued with respect to this Project are herein incorporated into the list of Contract Documents listed in Article 1, Part II and made a part of this Agreement.

12. The funding required for this Project is contingent upon the availability of County funds and the appropriation of such funds by the Board of County Commissioners.

13. This Agreement and any changes hereto shall constitute the entire agreement between CONTRACTOR and COUNTY relating to Work. This Agreement supersedes all previous or contemporary representations or warranties of COUNTY or CONTRACTOR not set forth or referenced in the Contract Documents.

14. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on the COUNTY unless in writing and executed by the BOARD.

15. Waiver by the COUNTY of a breach of any provision of this Agreement by the CONTRACTOR shall not be deemed to be a waiver or any other breach and shall not be construed to be a modification of the terms of this Agreement.

16. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair the rights of the COUNTY with respect to any liabilities, whether or not liquidated, of the CONTRACTOR to the COUNTY theretofore accrued.

17. The duties and obligations imposed upon the CONTRACTOR by this Agreement and the rights and remedies available hereunder, shall be in addition, and not limited, to any otherwise imposed or available in law or in equity, whether by statute, special guarantee, or otherwise.

18. The CONTRACTOR shall at all times remain an independent contractor and shall have no power, nor shall the CONTRACTOR represent that the CONTRACTOR has any power, to bind COUNTY or to assume or to create any obligation expressed or implied on behalf of the COUNTY.

19. This Agreement shall be binding upon and its benefits and advantages shall inure to the heirs, personal representatives, successors and assigns of the parties hereto.

20. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable with the remainder of the Agreement remaining valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last day written below (bid award date for the Project subject thereto).

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

ATTEST

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

By: _____
Chairman

APPROVED IN SESSION
JAN 11 2022
PASCO COUNTY BCC

Date: _____, 2021

CONTRACTOR:

AJAX PAVING INDUSTRIES OF FLORIDA LLC

AJAX PAVING INDUSTRIES OF FLORIDA LLC CORPORATE SEAL 2008 FLORIDA

By: _____
Printed Name

Christie Alvaro, Asst. Corp. Sec.
Title of Signer

Witness

Date: _____, 2021

Print Name of Witness: Jamie L. Simmons

Witness

Print Name of Witness: Jocelyn Tatasciore

NOTARY ACKNOWLEDGMENT

STATE OF Florida }

} ss

COUNTY OF Sarasota }

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 1st day of November, 20 21, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Christie Alvaro, who executed the foregoing instrument as [Title] Asst. Corp. Sec. of [Corporation or Company Name] Ajax Paving Industries of Florida, LLC, a [check one] [ ] corporation [✓] limited liability company, organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

Said person is personally known to me or has produced n/a - (personally known) as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

Kara Coggins
Signature of person taking acknowledgment

Kara Coggins
Name typed, printed or stamped

Title or rank

Serial number (if any)

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:

ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT

BID NO. IFB-RH-21-193

PASCO COUNTY PURCHASING DEPARTMENT
INTERNAL SERVICES BUILDING
7536 STATE STREET, SUITE 221
NEW PORT RICHEY, FLORIDA 34654
Telephone: 727-847-8194
Facsimile: 727-847-8065

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PART I

BIDDING REQUIREMENTS

- INSTRUCTIONS TO BIDDERS -

PROJECT NAME: ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT

PRE-BID CONFERENCE: **N/A**

_____Attendance Mandatory
(mark with 'X' if applicable)

BID OPENING: TUESDAY, SEPTEMBER 28, 2021 @ 1:15 P.M.

PLACE OF BID OPENING: Internal Services Building
7536 State Street, Suite 221
New Port Richey, Florida, 34654

1. COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION.

1.1 It is strictly prohibited for an offeror to communicate with or lobby evaluation committee members, county government employees, or elected officials **(including County Commissioners)** regarding requests for proposals, requests for qualifications, invitations for bids, or contracts. The term "offeror" shall include the offeror or any member of the offeror's staff, an agent of the offeror, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular Request for Proposals. Nothing herein shall prohibit a prospective offeror from contacting the Purchasing Director to request a public record, address concerns or grievances, or to receive clarification about a particular procurement.

1.2 For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes, or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

1.3 The prohibition on communication with County Persons (including County Commissioners) by offerors and their representatives regarding procurement in which they have pecuniary interest begins upon issuance of the solicitation and ends upon final award, when a protest is

finally resolved or when the procurement process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which an offeror may have an interest outside of the solicitation.

2. AMERICANS WITH DISABILITIES ACT

Pasco County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to review the solicitation or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary and if for a meeting accommodation at least twenty-four (24) hours in advance of the meeting.

3. BIDS

3.1 Bid Package. The Instructions to Bidders (Part I), the General Conditions of the Contract (Part II), the Bid Proposal (Part III), and the Agreement (Part IV), together with all other documents identified in Article I of the General Conditions of the Contract (Part II), constitute the entire Bid Package, and upon award, shall constitute the Contract Documents concerning the above-referenced Project. Said Bid Package must be the basis upon which all Bid Proposals are offered.

One (1) fully completed and executed original Bid Proposal must be submitted in a sealed BID NUMBER envelope to the Pasco County Purchasing Department, along with any other documentation required by this Bid Package, at the time and place herein specified. Errors in any Bid Proposal submitted may result in the rejection or disqualification of the Bid Proposal. No BIDDER is required to return the Instructions to Bidders, Conditions of the Contract, or Agreement with their bids, unless specified elsewhere in this Bid Package. The BIDDER must manually sign the Bid Proposal (Part III).

3.2 Prices (Bid Proposals). Prices must be quoted only upon the Bid Proposal form attached hereto and identified as the Bid Proposal (Part III), and no other Bid Proposals will be accepted. Sealed Bid Proposals may not be amended or otherwise changed by any writing placed outside the sealed bid package; except, however, any such written external communication by a BIDDER may be construed by the COUNTY as indicating a *withdrawal* of the proffered, sealed bid to which the communication relates (thereby causing the BIDDER to have issued *no bid* for consideration by the County). All prices quoted are to be F.O.B. for the designated Project site in Pasco County, Florida.

3.3 Delivery of Bids. The BIDDER is hereby directed to cause delivery of its Bid Proposal for this Project to the Pasco County Purchasing Department, Internal Services Building, 7536 State Street, 2nd Floor, New Port Richey, Florida, 34654, prior to the bid opening time, which is specified above. The delivery of said Bid Proposal to the Purchasing Department, prior to the time and date stated in the preceding sentence, is solely and strictly the responsibility of the BIDDER. The COUNTY will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence. All Bid Proposals must be manually and duly signed by an authorized corporate

director or officer, authorized agent, or authorized partner (as applicable). All Bid Proposals must be marked, on the outside sealed envelope, with the PROJECT NAME, BID OPENING LOCATION, AND BID OPENING DATE AND TIME SPECIFIED ABOVE.

3.4 Execution of Bids. When a BIDDER is a partnership, the Bid Proposal shall be signed in the name of the firm and by all partners required to do so under the terms of their partnership agreement. When a corporation or limited liability company is a BIDDER, the authorized director or officer signing the Bid Proposal shall set out the legal name of the entity in full, beneath which said director or officer shall sign his or her name and give the title of his or her office, and the Bid Proposal shall bear the seal of the corporation. Anyone signing the Bid Proposal as an agent for the BIDDER must file with the Bid Proposal legal evidence of the authority to do so. A BIDDER that is a corporation, a limited liability company or a limited partnership shall furnish to COUNTY staff a duly certified copy of its permit, certificate of registration with the Florida Secretary of State, or other authorization, if any, to transact business in the State of Florida, preferably along with the Bid Proposal, and no later than forty-eight (48) hours after any request for the same is made by the COUNTY. In addition, any such authorization must be effective as of the date of the Bid Proposal. Failure to submit evidence that the BIDDER qualifies to transact business in the State of Florida as stated above may be the basis for rejection of the Bid Proposal.

3.5 Other Responsibilities of the BIDDER. The BIDDER is solely responsible for reading and completely understanding the terms, conditions, and other requirements of the Contract Documents. The Bid opening time shall be scrupulously observed. Under no circumstances will Bid Proposals delivered after the delivery time specified be considered. Late Bid Proposals will not be accepted.

3.6 Business Name Requirement. The Offeror must provide on the Pricing Form, Offeror/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the Offeror must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

3.7 Withdrawal or Modification of Bids. Bid Proposals may be withdrawn on written or telegraphic requests dispatched by the BIDDER in time for delivery in the normal course of business prior to the time fixed for the opening of Bid Proposals; provided, however, that written confirmation of any telegraphic withdrawal over the signature of the BIDDER is deposited with the United States Postal Service, postage pre-paid for first- class or express mail delivery and postmarked prior to the time set for the opening of Bid Proposals. Except as specifically provided herein, no BIDDER may modify a bid after the appointed bid opening time. Negligence on the part of the BIDDER in preparing its Bid Proposal confers no right of withdrawal or modification of its Bid Proposal after COUNTY staff has opened such Bid Proposal at the appointed time and place. BIDDERS may not withdraw or modify their Bid Proposals after the appointed Bid Proposal opening time. Said Bid Proposals and any bid security shall be in force for a period of not less than ninety (90) days after the bid opening time. Further, said bid security and Bid Proposal shall continue in force after said period of ninety (90) days, until thirty (30) days following the date of receipt by the COUNTY of written notice from the BIDDER of its intent to withdraw its Bid Proposal, or until the date specified in said written notice as the expiration date of the Bid Proposal, whichever is later. The

aforementioned bid security or Bid Proposal times will remain in effect irrespective of whether an award has theretofore been made by the COUNTY. Notwithstanding the provisions of the preceding sentence, the BIDDER may extend its Bid Proposal at any time prior to the scheduled expiration thereof. BIDDER may not assign or otherwise transfer their Bid Proposals prior to, or after, the Bid Proposal opening time.

3.8 Opening of Bids. At the time and place fixed for the opening of Bid Proposals (see above), every Bid Proposal properly delivered within the time fixed for receiving Bid Proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. Any BIDDER and other persons interested may be present or represented.

3.9 Power of Attorney. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

3.10 Bidder's Request for Interpretation of Contract Documents. No interpretation of the meaning of the Drawings, Specifications, or other Contract Documents will be made to, or if made may be relied upon by, any BIDDER except as expressly noted below. Every request for such interpretation must be in writing, addressed to the Purchasing Director. To be given consideration, such requests must be received prior to the question deadline as set by the solicitation. Any and all such interpretations from bidders and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted at the Pasco County Purchasing Department, and on the Florida Online Bid System (www.bidnetdirect.com) and sent to each prospective BIDDER, at the respective addresses furnished for such purposes not later than five (5) days prior to the bid opening date. If requested, a copy may be obtained by the prospective BIDDER or its representative at the Pasco County Purchasing Department, Internal Services Building, 7536 State Street, 2nd Floor, New Port Richey, Florida, 34654. Failure of any BIDDER to acknowledge any such addendum or interpretation shall not relieve said BIDDER from any obligation imposed in such addendum. All addenda so issued shall become part of the Contract Documents when the COUNTY has provided addenda within the time frame stated above. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications of this solicitation.

3.11 Site Examination. Before submitting a Bid Proposal, every BIDDER must carefully examine the site of the proposed Work and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all Work required pursuant to the mandates and requirements of this bid package. No pleas of ignorance of conditions or difficulties that may exist prior to the bid opening time, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this bid package as a result of a failure to make necessary and reasonable examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the successful BIDDER (i.e., the CONTRACTOR) to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation, or for any extension of time.

4. CONTRACTOR LICENSING, REGISTRATION, AND CERTIFICATION

4.1 Each BIDDER shall be properly licensed, registered, and/or certified, as necessary, or otherwise appropriate, by the State of Florida, Pasco County, and/or any municipality in Pasco County, for each category of Work specified in this bid. The County reserves the right to request copies of such licenses, registrations, or certifications.

4.2 For categories of work that are exempt from licensing, registration, and/or certification requirements under Florida Statute, but where certification by the Florida Department of Transportation is available, the BIDDER shall be certified by the Florida Department of Transportation in each category, as necessary or otherwise appropriate.

4.3 All required licenses, registrations, and/or certifications must be current and effective as of the Bid Opening date and must be maintained throughout the life of the contract. Failure to be properly licensed, registered, and/or certified as of the Bid Opening date will result in rejection of the bid as non-responsive, and at any other time during the life of the contract shall constitute sufficient grounds for a declaration by the COUNTY that the CONTRACTOR is in default and for termination of the contract for cause by the COUNTY.

5. OFFICIAL DOCUMENTS

Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System at www.BidNetDirect.com. Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon. Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.BIDNETDIRECT.COM AT NO COST.**

6. CONFLICT OF INTEREST

The Bidder, by submission of its Bid Proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

7. DEBARMENT

By submitting a Bid, the Bidder certifies that it is not currently debarred from submitting bids for

contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

8. LOCAL PREFERENCE

Under Sec. 2-111(a)(1) of Pasco County's Purchasing Ordinance, a business qualifies as "Local Business" if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) the vendor, supplier or contractor operates or performs business on a daily basis at said location; and d) has so operated or performed business at that location for at least twelve (12) months prior to the Bid or Proposal opening date; and (e) includes a copy of their local business tax receipt with their Bid or Proposal. Post office boxes shall not be used for the purpose of establishing said physical address. The justification for the application of a local preference to a particular Bidder must be included as part of any written quotation, Proposal, or sealed Bid along with a copy of the Bidder's local business tax receipt at the time of submission.

In bidding for, or letting contracts or procurement of goods, services or construction, as described herein, the Board of County Commissioners (BOARD) may give a preference to Local Businesses in making purchases (unless otherwise precluded by the ordinance, state or federal law) as described below:

(i) When written quotations or sealed bids are received that do not exceed $1,000,000.00, and the lowest price is offered by a vendor that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 10% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all requirements of the solicitation.

(ii) When sealed bids are received that are greater than $1,000,000.00, and the lowest price is offered by a business that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 5% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all County requirements.

(iii) The total quote or bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and that will be actually purchased or awarded by the BOARD.

If two or more identical quotations or bids are received at the time the written quotations or sealed bids are opened, the award shall be made to the responsive, responsible "Local Business" as defined herein.

The preference established in this section does not prohibit the right of the BOARD to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals nor prohibit the BOARD from giving any other preference permitted by law in addition to the preference authorized in this section.

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State or Federal Funds Involved N/A (Mark X or N/A as applicable)

9. COLLUSION AMONG BIDDERS

Each Bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a Bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

10. TAXES

The attention of the BIDDER is directed to the fact that the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this bid matter, and that all applicable taxes and fees shall be deemed to have been included in Bid Proposal of the BIDDER, unless otherwise specifically indicated in the bid.

11. BID ERRORS

The BIDDER should initial erasures or corrections in any Bid Proposal in ink. The COUNTY shall reject any Bid Proposal with such erasures or corrections where County staff concludes it cannot determine with certainty the accuracy or intent of said Bid Proposal, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Proposal will govern. Unit prices will be utilized to adjust the total compensation due the successful BIDDER based on actual quantities encountered. *No negotiation of these unit prices after contract award will be allowed.* Significant changes in quantities, including total deletions, are possible. Therefore, each BIDDER shall proportionately distribute overhead and profit across the unit prices.

12. DEVIATIONS

No material deviations or exceptions shall be accepted with the Bid Proposal. This shall not preclude

the proposal of substitute brand names, pursuant to paragraph 14 below.

13. CONDITION OF MATERIALS AND PACKAGING

In instances where the Specifications make this subject applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the successful BIDDER pursuant to the requirements imposed upon said BIDDER by this bid package, will be new and of good quality; all related containers being new and suitable for storage and shipment; and all prices shall include the cost of standard commercial packaging. The successful BIDDER shall be solely responsible for making any and all claims against carriers as concerns missing or damaged items.

14. BRAND NAMES, REQUESTED INFORMATION, AND DESCRIPTIVE LITERATURE

In instances where the Contract Documents make this subject applicable, any use therein of brand names, manufacturer's makes, trade names, information and/or catalog numbers are so used for the purpose of providing description and for establishing acceptable quality levels. Such references are not intended for the purpose of placing restrictions upon a BIDDER (other than as to quality), and any BIDDER may propose and describe brands believed to be equal or better than the otherwise-specified brand. The burden of proof that the brand proposed by the BIDDER is in fact equal to that referenced in the Contract Documents lies exclusively with the BIDDER. In the event that either COUNTY staff or the Professional determines that the equal proposed by the BIDDER does not meet the specifications, the successful BIDDER shall be required to provide the named brand item, or an equal acceptable to the County, at no additional cost to the County.

Each BIDDER must furnish all requested information in the spaces provided on the Bid Proposal (Part III). Additionally, where required pursuant to the provisions of this bid package, each BIDDER must submit the following with their Bid Proposal: catalog cuts, sketches, descriptive literature, and/or complete specifications relative to the items proposed and offered. References to previously submitted material concerned with previous Bid Proposals are not acceptable to the COUNTY.

15. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

All material, equipment, etc., as proposed and offered by a BIDDER, in instances where applicable due to the nature of the bid matter with which this bid package is concerned, must meet and conform to all O.S.H.A. requirements as set forth in Subpart E of the O.S.H.A. Standards for Construction (29 CFR 1926), as amended. The signature of the BIDDER or of the authorized representative thereof upon the Bid Proposal (Part III) shall constitute certification of such fact.

16. TIME IS OF THE ESSENCE; LIQUIDATED DAMAGES

Each BIDDER is reminded that *time is of the essence of this Agreement*, and failure to complete the Work on time shall constitute a material breach of the Agreement, the basis for a determination of the default of the CONTRACTOR, and termination of the Agreement for cause. If the Contract Documents so indicate, an amount determined for liquidated damages at the daily rate specified

shall be assessed against the successful BIDDER not complying with a stated delivery time or performance time (or similarly stated information) as found in the Agreement (Part IV).

17. ASSIGNMENT OF THE CONTRACT

No successful BIDDER may make any assignment of any resulting Agreement between the parties, in whole or in part, without the prior written authorization of the BOARD, which authorization shall remain the exclusive option of the BOARD or its designee, the COUNTY ADMINISTRATOR.

18. AWARD OF CONTRACT; REJECTION OF BIDS

The apparent low BIDDER will be so notified by COUNTY staff, and shall be required, upon receiving such notice, to complete the Contractor Responsibility Survey form identified as Exhibit E to Part III of the contract documents and provide all information and documentation requested therein. If, after reviewing the responsibility survey and accompanying submissions, the COUNTY elects to reject the apparent low bidder based on its responsibility evaluation, the COUNTY may perform the same responsibility evaluation, in succession, with each apparent next lowest bidder until the contract is awarded to a suitable candidate or withdrawn.

The BOARD shall award a contract to the lowest responsive and responsible BIDDER, *provided* that the Bid Proposal of said BIDDER is considered, in the sole discretion of the BOARD, to be reasonable and in the best interests of the COUNTY to accept. No award of the contract shall be made until the BIDDER who has received from the COUNTY a Notice to Apparent Low Bidder and a Notice of Intent to Recommend Award has submitted to the COUNTY a performance bond, payment bond, and any and all insurance certificates and such other further documentation as may be required by the COUNTY as a condition precedent to such an award.

A Bid Proposal may be rejected upon the failure of an apparent low BIDDER to provide to the COUNTY in a timely fashion any such required documentation. The COUNTY, in its sole discretion, reserves the right to reject any and all Bid Proposals and to waive any informality concerning Bid Proposals whenever such rejection or waiver is deemed by the COUNTY to be in the best interests of the COUNTY. Likewise, the COUNTY reserves the right to reject the Bid Proposal of any BIDDER that has previously failed to perform properly, or to complete on time, contracts of a similar nature; that is not, or does not appear to the satisfaction of the COUNTY, in a position to perform the contract; or that has habitually, and without just cause, neglected the payment of bills or otherwise disregarded its obligations to subcontractors, material men, or employees.

The ability of a BIDDER to obtain a performance bond or a payment bond shall not be regarded as the sole test of the competency or responsibility of any BIDDER. In those situations where the lowest responsible and responsive bid exceeds the COUNTY's budget amount, the COUNTY reserves the right to purchase by negotiation as provided in Section 2-113(C) of the Pasco County Code of Ordinances.

19. EXECUTION OF WRITTEN CONTRACT

The BIDDER receiving from the COUNTY a Notice of Intent to Recommend Award will be required to

sign and submit to the COUNTY, within ten (10) days after the issuance of said notice, a written agreement that has been made a part of this bid package and identified as the Agreement (Part IV). Said written agreement will evidence in written form the contract to be made by the COUNTY following award by the BOARD to the successful BIDDER. For Projects involving funds from EPA, the ten (10) day period will not begin to run until after the COUNTY has received approval of the award by DEP and/or EPA, as applicable. The Contract shall be contingent upon the timely provision by the BIDDER to the COUNTY of all documentation required by these contract documents, and may be unilaterally terminated by the COUNTY for cause upon the failure of the BIDDER to supply said bonds, insurance certificates and other required documentation within the time frames set forth in the Contract Documents.

20. BID BONDS AND OTHER BID SECURITIES

A bid bond or other security is required with this bid. Either cash, a certified check, a cashier's check, an irrevocable letter of credit or in the alternative, a Bid Bond completed and signed by all required parties shall be required to accompany each Bid Proposal in a stated dollar amount which equals not less than five percent (5%) of the sum of the computed total amount of the Bid Proposal of the BIDDER. The preferred Bid Bond format is provided at Exhibit B to the Bid Proposal (Part III). Any submitted certified check, cashier's check, or irrevocable letter of credit submitted in lieu of a bid bond shall be drawn on a solvent bank or trust company authorized to do business in Florida, payable to the order of the Pasco County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law. Sureties on Bid Bonds shall be companies authorized to do business in the State of Florida; all such bonds shall be issued or countersigned by a local producing agent who is licensed in the State of Florida and satisfactory evidence of the authority of the person or persons executing such bonds shall be submitted with the bond. Personal and corporate checks are not acceptable to the COUNTY. *Any deviation from these requirements may result in rejection of a bid as non- responsive.*

21. PERFORMANCE BOND AND PAYMENT BOND

[CHECK ONE]

[**X**] A Performance Bond and Payment Bond will be required regardless of the award amount of this Agreement.

[ ] A Performance Bond and Payment Bond will be required on this Agreement only if the amount of award is Two Hundred Thousand Dollars and No Cents ($200,000.00) or greater.

The Performance Bond shall be issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by the COUNTY and authorized to transact business in the State of Florida, and shall be provided by the successful BIDDER for purposes of insuring the faithful performance of the obligations imposed by the resulting contract. The Payment Bond shall be issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by the COUNTY and authorized to transact business in the State of Florida, and shall be provided by the successful BIDDER

for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the performance by the successful BIDDER under such contract. The Performance Bond and Payment Bond forms have been included in the Contract Documents as Exhibits A and B in Part II, and said forms must be properly executed by the surety company and the successful BIDDER and submitted to COUNTY staff within ten (10) days after issuance of Notice of Intent to Recommend Award by the COUNTY PURCHASING DIRECTOR. In lieu of the bonds required by this section, the successful BIDDER may file with the COUNTY an alternative form of security that shall be in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit, or a security of the type listed in Part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bonds required by this section. The determination of the value and acceptability of such alternative forms of security shall be made exclusively by the COUNTY.

22. SECURITY FORFEITURE

If within ten (10) days after the issuance of the Notice of Intent to Recommend Award, the successful BIDDER refuses, or otherwise neglects, to execute and deliver the required Agreement, or fails to furnish the required Performance and Payment Bonds, or acceptable alternative forms of security as stipulated herein, or any required insurance certification, the amount of the bid security provided by said BIDDER, whether cash, check, Bid Bond, or some other acceptable form, or any combination of these, may be forfeited, and the BIDDER shall be excluded from further consideration for award of the bid. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the BIDDER for the recovery of its bid security, or as a defense to any action based upon the neglect or refusal to execute the required Agreement, and/or to furnish the required bonds and/or applicable insurance certification.

23. LAWS AND REGULATIONS

All applicable Federal, State, and local laws, ordinances, rules and regulations shall apply to this Agreement throughout, and they will be deemed to be included in the Agreement as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

24. CONTRACTUAL OBLIGATIONS

The successful BIDDER may not sublet or subcontract any of the contractual obligations concerning this bid matter except as provided for in the written contract between the COUNTY and the CONTRACTOR. This statement does not prohibit subcontracting of the Work but does prohibit subcontracting overall management obligations pertaining to the Work, or any substantial component thereof, and not more than eighty percent (80%) of the Work, as measured against the Bid Price, shall be subcontracted under any circumstances. This limitation on subcontracting shall not apply to any aspect of the Work that involves the supply of equipment or materials alone. The CONTRACTOR shall retain ultimate liability for all contractual obligations.

25. NONAPPROPRIATION

All funds for payment by the County under the resulting contract are subject to the availability of an annual appropriation for this purpose by the County. In the event funds are not appropriated by the County for the subject services, the County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Consultant on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this contract beyond the date of termination.

26. NON-DISCRIMINATION

During the performance of this Agreement, the CONSULTANT herein assures the COUNTY that said CONSULTANT is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONSULTANT or its applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONSULTANT herein assures the COUNTY that said CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

27. E-VERIFY REQUIREMENT

EFFECTIVE JANUARY 1, 2021, A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE COUNTY) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE CONTRACT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE CONTRACT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA. STAT.

IF A PUBLIC EMPLOYER HAS TERMINATED A CONTRACT WITH A CONTRACTOR FOR FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PARAGRAPH ABOVE, THE CONTRACTOR MAY NOT BE AWARDED A PUBLIC CONTRACT FOR AT LEAST ONE YEAR AFTER THE DATE ON WHICH THE CONTRACT WAS TERMINATED.

THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE COUNTY AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A COUNTY RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE COUNTY AS A RESULT OF SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL PROJECTS.

END OF SECTION

PART II

CONDITIONS OF THE CONTRACT

A. GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

Except for Titles, Subtitles, Headings, Running Headings, Table of Contents, and Indices (all of which are printed herein merely for convenience), the following, except for such portions that may be specifically excluded, constitute the Contract Documents:

1.1 BIDDING REQUIREMENTS – INSTRUCTIONS TO BIDDERS

1.2 CONDITIONS OF CONTRACT

A. **GENERAL CONDITIONS EXHIBITS TO SUBPART A**:

Exhibit A: PUBLIC CONSTRUCTION BOND FORM

Exhibit B: PAYMENT BOND FORM

Exhibit C: CERTIFICATE OF INSURANCE

Exhibit D: ENDORSEMENT

Exhibit E: APPLICATION FOR PAYMENT – FORM

Attachment 1 – Disputes viz. prior application
Attachment 2 – Disputes viz. current application Schedule of Values

Exhibit F: CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS

Exhibit G: SUBCONTRACTOR WAIVER OF LIEN AGAINST PAYMENT BOND (PROGRESS AND FINAL)

Exhibit H: CHANGE ORDER FORMS

Exhibit I: CONSENT OF SURETY TO CHANGE ORDER

Exhibit J: ALLOWANCE AUTHORIZATION RELEASE (AAR) FORM

Exhibit K: CONSENT OF SURETY TO FINAL PAYMENT

B. SPECIAL CONDITIONS

C. TECHNICAL SPECIFICATIONS

1.3 BID PROPOSAL (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice to Apparent Low Bidder)

Exhibit A: Bid Bond Form

Exhibit B: FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCLOSURE STATEMENT FORM

Exhibit C: CONFLICT OF INTEREST DISCLOSURE FORM

Exhibit D: CERTIFICATION OF UNDERSTANDING (NPDES AND PPCP)

Exhibit E: CONTRACTOR RESPONSIBILITY SURVEY FOR ENGINEERING AND CONSTRUCTION SERVICES

1.4 AGREEMENT

1.5 The Executed Bid, Payment and Performance Bonds.

1.6 All Addenda Issued by the County.

1.7 The original Specifications and Drawings.

1.8 All Supplemental Drawings Issued After Award of the Agreement.

1.9 All Field Orders, AARs, and/or Change Orders issued after Award of the Agreement.

1.10 Site Examination

ARTICLE 2 – DEFINITIONS

The following words and expressions shall, wherever they appear in the Contract Documents be construed as follows.

2.1 Addenda. Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Contract Documents.

2.2 **Agreement.** The principal written agreement between the COUNTY and the CONTRACTOR that, along with other Contract Documents, sets forth the respective rights and obligations of the parties. The Agreement will be attached to and made a part of these Contract Documents as Part IV thereof.

2.3 **Allowance Authorization Release (AAR).** The written pre-approval of the COUNTY ADMINISTRATOR or his designee for Allowance Work.

2.4 **Allowance Work.** That additional or revised work described in Article 21 of this Part II of the Contract Documents.

2.5 **Application for Payment.** The formal written request of a CONTRACTOR for a or final payment, which is to include such supporting documentation as may be required by the Contract Documents and which is to be submitted on the most recent COUNTY-approved form.

2.6 **Beneficial Occupancy.** The status of completion of a specified portion of the Project which (in the opinion of the DIRECTOR, upon recommendation by the PROJECT MANAGER, as evidenced by a Certificate of Beneficial Occupancy) is sufficiently complete, in accordance with the Contract Documents, so that the COUNTY may utilize that portion for the purposes for which it was intended, when said use will not significantly interfere with the construction of the remaining (uncompleted) part of the Project.

2.7 **Bid Proposal.** The offer or proposal of the BIDDER submitted on the prescribed form setting forth the price(s) for the Work to be performed.

2.8 **Bidder.** Any natural person, partnership, corporation, limited liability company, or any other legal entity submitting a Bid Proposal for the Work.

2.9 **BOARD.** Shall mean the Board of County Commissioners of Pasco County, Florida.

2.10 **Bonds.** Bid, Performance, Payment, Warranty Bonds, and other instruments of security furnished by the CONTRACTOR and the SURETY for the CONTRACTOR in accordance with the Contract Documents.

2.11 **Change Order (CHOR).** A written order signed by the Chairman of the Pasco County Board of County Commissioners or in the alternative, the COUNTY ADMINISTRATOR, (to the extent provided for under Sections 2-110(d)(4) and 2-101 of the COUNTY'S Purchasing Ordinance and Section 2.1.18 of General Conditions of the Contract Documents), authorizing an addition, deletion or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

2.12 **Contract Documents.** The Agreement between the parties and all other documents

delineated in Article I of Subpart A of this Part II of the Conditions of the Contract.

2.13 CONTRACTOR. The successful BIDDER, whether a natural person, partnership, corporation, limited company, or any other legal entity or combination thereof, with whom the BOARD has entered into the Agreement.

2.14 Contract Price. The total monies payable by the COUNTY to the CONTRACTOR under the Contract Documents.

2.15 Contract Time. The number of calendar days stated in the Agreement for Completion of the Work and for performance of any Allowance Work hereunder, as amended by one or more approved Change Orders. The first day of the Contract Time shall be the date the Chairman of the BOARD executes the Agreement (Part IV) on behalf of the COUNTY, unless otherwise specified in the Contract Documents.

2.16 Cost of Work. With respect to Change Orders, the costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the change order work, as delimited and restricted by Article 15 of this Part II of the Contract Documents.

2.17 COUNTY. The BOARD and the BOARD acting by and through its authorized designees, agents and employees.

2.18 COUNTY ADMINISTRATOR. The County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them as set forth in the Contract Documents. Pursuant to Pasco County Code Section 2-110(d)(4), the County Administrator shall have direct authority to execute all written Change Orders involving name changes of the CONTRACTOR; the assignment by the CONTRACTOR to another entity of its obligations under this Contract; and for time extensions only for completion of the Work, provided they are in conformance with the law and applicable, policies, rules and regulations as well as for emergency purchases under Pasco County Code Section 2-101. The COUNTY ADMINISTRATOR is also specifically authorized to execute unilateral Change Orders up to the amount of the Allowance time and funds approved for this Project.

2.19 COUNTY ENGINEER. The Director of Engineering Services of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them.

2.20 COUNTY PURCHASING DIRECTOR. The Purchasing Director of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them.

2.21 Day. One calendar day when used in the Contract Documents, measured from midnight

to the next midnight, unless specified as a business day, in which case the term shall exclude Saturdays, Sundays, and holidays for which COUNTY offices is closed for business during any given calendar year.

2.22 **Defective.** An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, deficient or otherwise does not conform to the Contract Documents.

2.23 **DEPARTMENT.** Except as otherwise modified, a term that refers to the Branch, Division, Department or Office within the COUNTY that is administering the Project.

2.24 **DIRECTOR.** Except as otherwise modified, a term that refers to the Administrator or Director of the Branch, Division, Department or Office initiating and managing the Project or the authorized designee thereof.

2.25 **Draft Payment Request.** The draft of an Application for Payment, utilizing the most current COUNTY-approved Application for Payment form and designated by the word "DRAFT" in the top-right corner of each page thereof, submitted by a CONTRACTOR to the PROJECT MANAGER in advance of, and as a condition precedent to, the submission by the CONTRACTOR of the Application for Payment, for the purpose of identifying and resolving possible errors which could cause any or all amounts of the Application for Payment to be rejected as disputed pursuant to the Florida Prompt Payment Act, Florida Statutes Section 218.735.

2.26 **Drawings.** The drawings that show the character and scope of the Work to be performed and which have been prepared or approved by the PROFESSIONAL.

2.27 **Equal/Equivalent.** A product, service, component or system that is demonstrated to the satisfaction of the DIRECTOR, upon the recommendation of the PROJECT MANAGER, to be equal to the product service, component or system specified. The DIRECTOR shall be the sole judge of acceptability of a proposed Equal/Equivalent.

2.28 **Field Order (FO).** A written direction to the CONTRACTOR from the PROFESSIONAL that modifies Drawings and Specifications without changing Contract Price or Contract Time.

2.29 **Final Acceptance.** The acceptance of the Work by COUNTY as evidenced by the signature of the PROJECT MANAGER and the DIRECTOR upon the Certificate of Final Completion form. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the PROJECT MANAGER and the DIRECTOR have assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out. Final Acceptance may also require inspection by certain regulatory agencies.

2.30 **Final Total Bid Price.** The ultimate bid price to be used by the COUNTY in its determination of the lowest and best Bid Proposal, which shall be calculated by the COUNTY based on the Total Bid Price submitted by a BIDDER and which may include the addition or deletion of Alternates included in the Alternate Bid Schedule submitted by the BIDDER in the Bid Proposal, as well as any allowances established and approved by the COUNTY. Upon acceptance and award of the bid, the Final Total Bid Price shall form the basis for the initial Contract Price.

2.31 **Final Completion.** The status of completion of the Work such that, in the opinion of the DIRECTOR, upon the recommendation of the PROJECT MANAGER, as evidenced by a definitive and duly executed Certificate of Final Completion, all Work has been completed in accordance with the General Documents, and there remain no outstanding and unfinished Punch List items.

2.32 **Non-conformance Report (NR).** A written notice from the PROJECT MANAGER to the CONTRACTOR reporting on an aspect of defective work that requires the immediate correction of the same by the CONTRACTOR.

2.33 **Notice.** Any notice required or permitted by the Contract Documents. Said Notice shall be in written form. Notice shall be served upon the CONTRACTOR at the place of business given in the Contract Documents. Notice to the COUNTY shall be served at the office of the DIRECTOR.

2.34 **Notice to Proceed (NTP).** The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to begin the Work.

2.35 **Notice of Suspension.** The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to suspend the Work pursuant to paragraph 16.1 of Article 16 of this Part II of the Contract Documents.

2.36 **Notice of Termination.** The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to terminate the Work for reasons other than the convenience of the COUNTY, pursuant to paragraph 16.2 of Article 16 of this Part II of the Contract Documents.

2.37 **Notice of Termination of Convenience.** The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to terminate the Work for the convenience of the COUNTY pursuant to paragraph 16.2.3 of Article 16 of this Part II of the Contract Documents.

2.38 **Notice to Apparent Low Bidder.** The written notice issued by the COUNTY to the apparent low BIDDER, directing said BIDDER to complete the Contractor's Responsibility Survey (Part III – Exhibit F) and execute and submit the Agreement (Part IV) for possible submission to the BOARD.

2.39 **Pay Quantity.** When applicable, the estimated quantity multiplied by the unit price for each pay item specified in the Bid Proposal (Part III).

2.40 **Professional.** The professional architectural/engineering firm designated to perform the design and/or resident engineer services for the Work by a prior agreement entered into between the COUNTY and said firm, or the COUNTY ENGINEER on those occasions when, and to the extent that, COUNTY shall perform the design and/or resident engineer services for the Work of a portion thereof.

2.41 **Project.** The total construction activities comprising the Work to be provided under the Contract Documents, in whole or in part as indicated elsewhere in the Contract Documents.

2.42 **Project Manager (PM).** A natural person employed by the COUNTY and assigned to manage and administer the Project that is the subject of the Contract Documents. The PROJECT MANAGER may designate in writing a PROJECT REPRESENTATIVE to perform certain duties and responsibilities as maybe set forth in the Special Conditions.

2.43 **Project Representative (PR).** A natural person employed by the COUNTY and designated in writing by the PROJECT MANAGER, with the written concurrence of the DIRECTOR, to perform certain duties and responsibilities as set forth in the Special Conditions.

2.44 **Punch List.** A detailed list of Work remaining after Substantial Completion prepared or approved by the PROJECT MANAGER with the consent of the DIRECTOR that the CONTRACTOR must complete to achieve Final Completion and a prerequisite to Final Acceptance.

2.45 **Schedule.** A plan for performing Work or achieving an objective.

2.46 **Schedule of Values.** A statement furnished by the CONTRACTOR to the COUNTY reflecting the portions of the Contract Price sum allotted for the various parts of the Work and used as the basis for reviewing the applications of the CONTRACTOR for progress payments.

2.47 **Site.** The area(s) on which the operations of the CONTRACTOR are carried out and such other adjacent areas that may be designated as such by the Contract Documents.

2.48 **Specifications.** Those portions of the Contract Documents consisting of written (general or detailed) technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

2.49 **Subcontractor.** Any natural person, partnership, corporation, limited liability company, or other legal entity or combination thereof, other than employees of the

CONTRACTOR, who contracts with the CONTRACTOR to furnish labor, materials, and/or equipment for the Work.

2.50 Submittals. All drawings, diagrams, illustrations, schedules, samples, test results, and other data which are specifically prepared by a CONTRACTOR, SUBCONTRACTOR, manufacturer, fabricator, supplier, or distributor to illustrate some portion of the Work and all such illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

2.51 Substantial Completion. The status of completion of the Work which, in the opinion of the DIRECTOR, upon recommendation of the PROJECT MANAGER, as evidenced by a definitive Certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it was intended. All tests reports required to verify the Project's compliance with the Contract Documents must be provided as a condition precedent to the COUNTY'S issuance of a Certificate of Substantial Completion.

2.52 Substitution. A product, service, component or system that is not equal to that delineated in the Specifications, but which is proposed by the CONTRACTOR in lieu thereof. The acceptability of a Substitution shall be based on the data submitted and the benefit of the COUNTY, including, but not limited to, appropriate adjustments in price. The PROJECT MANAGER shall make a recommendation to the DIRECTOR with respect to any proposed substitutions, and the DIRECTOR shall be the sole judge of acceptability of any Substitution.

2.53 Supplemental Drawings. The drawings issued after the execution of the Agreement to explain further, to illustrate, or to show changes in the Work.

2.54 Surety. Any business entity that executes, as Surety, the Bid, Performance, Payment or Warranty Bonds submitted by or on behalf of a CONTRACTOR.

2.55 Total Bid Price. The total price for which a BIDDER proposes to complete the Work, as submitted by a BIDDER in a Bid Proposal to the COUNTY, based on the Bid Schedule included with the Bid Proposal, but exclusive of adjustments by the COUNTY for Alternates listed in the Alternative Bid Schedule included in the Bid Proposal, and exclusive of any Allowances by the COUNTY.

2.56 Work. The work to be performed under this Agreement shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and service, including fuel, power, water, and essential communications, and for the performance of all labor, work or other operations required for the fulfillment of the Agreement in strict accordance with the specifications, schedules, drawings and other Contract Documents as herein defined, all

of which are made a part hereof, and including such detailed sketches as may be furnished by the PROFESSIONAL from time to time during construction in explanation of said Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the COUNTY.

ARTICLE 3 –PRELIMINARY MATTERS

3.1 Delivery of Bonds and Other Documents. When the BIDDER delivers the executed Agreement to the COUNTY, Payment and Performance Bonds shall be delivered as may be required in accordance with these Contract Documents. Subsequent to the COUNTY's execution of the Agreement and as a strict precedent to the issuance of a Notice to Proceed for the WORK, the BIDDER must deliver to the COUNTY a certified copy of the recorded bonds, along with a Project schedule, a schedule of values and a Maintenance of Traffic plan for County review and approval on or before the date of the pre-construction meeting. A Warranty Bond on the completed Work, to ensure that the Warranty obligations of the CONTRACTOR will be fulfilled, shall be delivered to the COUNTY in accordance with these Contract Documents as a prerequisite to the issuance of a Certificate of Substantial Completion, unless such coverage has otherwise been provided under the express terms of a Performance Bond. ***UNLESS THE DIRECTOR OR PURCHASING DIRECTOR HAS GRANTED AN EXTENSION OF TIME TO THE CONTRACTOR, THE FAILURE OF THE CONTRACTOR TO SUBMIT BONDS OR ANY OTHER DOCUMENTATION REQUIRED BY THESE CONTRACT DOCUMENTS TO THE COUNTY IN A TIMELY MANNER SHALL CONSTITUTE GROUNDS FOR THE TERMINATION BY THE COUNTY OF THE AGREEMENT FOR CAUSE.***

3.2 Commencement of Contract Time. The Contract Time shall commence on the date specified in the County's written Notice to Proceed. Such Notice will be issued by the COUNTY after execution of the Agreement (Part IV) by the Chairman of the BOARD on behalf of the COUNTY.

3.3 Commencement of the Project. The CONTRACTOR shall begin the Work on the date the Contract Time commences. No Work shall be done prior to the date on which the Contract Time commences. ***Any Work performed by the CONTRACTOR prior to date on which Contract Time commences shall be at the sole risk and expense of the CONTRACTOR.***

3.4 Before Commencement of Each Part of the Work

3.4.1 Before undertaking each part of the Work, the CONTRACTOR shall carefully

study and compare the Contract Documents and check and verify pertinent figures and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the PROJECT MANAGER any conflict, error, or discrepancy that it may discover. However, the CONTRACTOR shall not be liable to the COUNTY for failure to report any conflict, error, or discrepancy in the Drawings or Specifications unless the CONTRACTOR had actual knowledge thereof, or if the CONTRACTOR, by the exercise of reasonable diligence, should have known thereof.

3.4.2 At or before the pre-construction conference, the CONTRACTOR shall submit to the PROJECT MANAGER a proposed preliminary progress schedule covering the activities of Work. The schedule shall also include start and completion dates of the various stages of the entire Work and a preliminary schedule of submittals. The preliminary schedule will be superseded by final schedules as called for in the Contract Documents. The CONTRACTOR must also provide a schedule of values and a MOT Plan for COUNTY review and approval.

3.4.3 The CONTRACTOR or SUBCONTRACTORS shall perform no Work, and make no irrevocable commitments to vendors made, until the Contract Time commences.

3.5 Qualifications of Subcontractors, Vendors, and Suppliers

3.5.1 Within ten (10) days after receipt of Notice to Apparent Low Bidder, or prior to the award of the bid by the County (whichever is earlier) the CONTRACTOR shall submit to the PROJECT MANAGER a list of all SUBCONTRACTORS and all such other persons and organizations whom the CONTRACTOR intends to utilize in performing portion of the Work. The CONTRACTOR shall indicate the corresponding line item as shown on the Schedule of Values under which each SUBCONTRACTOR will be working.

3.5.2 The CONTRACTOR agrees, within fourteen (14) days of receipt of a written request from DIRECTOR, to promptly remove from the Project any personnel employed or retained by the CONTRACTOR, whom DIRECTOR may request in writing to be removed, with or without cause. Any substitution submitted by CONTRACTOR must be acceptable to the DIRECTOR and said substitution shall be at no additional cost to the COUNTY.

3.5.3 The CONTRACTOR agrees, within fourteen (14) days of receipt of a written request from DIRECTOR, to promptly remove and replace any SUBCONTRACTOR employed or retained by the CONTRACTOR, whom DIRECTOR shall request in writing to be removed, with cause. If DIRECTOR requires the removal of any SUBCONTRACTOR, the CONTRACTOR shall submit a substitute acceptable to DIRECTOR and said substitution shall be at no additional cost to the COUNTY.

3.5.4 The CONTRACTOR may remove or replace a SUBCONTRACTOR employed or retained by the CONTRACTOR only with the prior written approval of the DIRECTOR.

Said approval shall not be issued absent submission by the CONTRACTOR to the DIRECTOR of evidence, acceptable to the DIRECTOR, that the SUBCONTRACTOR to be removed or replaced has been paid in full for all services and material rendered by the SUBCONTRACTOR in connection with the Project.

3.6 Pre-construction Conference. Within ten (10) days following the award of bid by the BOARD, a conference shall be held for review and acceptance of the preliminary schedules and other deliverable specified (see 3.4.2 above); to establish procedures for handling submittals and process Applications for Payment, and to establish a working understanding among the parties as to the Work. These items are discussed in greater detail in the Special Conditions and/or Technical Specifications.

ARTICLE 4 – CONTRACT DOCUMENTS; INTENT, CONFLICTS, INTERPRETATION AND REUSE

4.1 Precedence

4.1.1 The Contract Documents comprise the entire agreement between the COUNTY and CONTRACTOR concerning the Work and may be altered only by Change Order.

4.1.2 It is the intent of the Contract Documents to describe the total Work to be constructed. The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, the CONTRACTOR shall call it to the attention of the PROFESSIONAL in writing before proceeding with the Work. The PROFESSIONAL shall respond with a written clarification as provided in Article 10. Any delays associated with the clarification shall be considered for time extensions only and *no damages for delay will be allowed,* absent fraud, bad faith, or active interference on the part of the COUNTY accompanied by actual malicious intent to delay. In resolving such conflicts, errors, and discrepancies, the Contract Documents shall be given precedence in terms of the most stringent requirements as determined by the DIRECTOR. Enforcement of the most stringent requirements shall be at the option of the COUNTY. Figure dimensions on the Drawings shall govern over scale dimensions, and the detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for Work, materials, or equipment described in words that, so applied, have a well-known technical or trade meaning shall be deemed to have such recognized meaning.

4.2 Reuse of Documents. Neither the CONTRACTOR nor any SUBCONTRACTOR, manufacturer, fabricator, supplier, or distributor shall have or acquire any title or ownership rights in any of the Drawings, Specifications, or other documents (or copies thereof) prepared by, or bearing the seal of, the

PROFESSIONAL, and they shall not reuse any of them on extensions of the Project or in connection with any other project.

ARTICLE 5 – PROJECT CONDITONS

5.1 Availability of Lands

5.1.1 The COUNTY shall furnish, at the times indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands that are designated for use by the CONTRACTOR for the Project. The COUNTY shall obtain easements for permanent structures or permanent changes in existing facilities unless otherwise specified in the Contract Documents. If the CONTRACTOR believes that any delay in the furnishing of these lands or easements by the COUNTY constitutes a valid reason for an extension of the Contract Time, the CONTRACTOR may make a claim for such time extension as provided for in Articles 11 and 13, *but in no event will the CONTRACTOR be entitled to any damages or additional compensation for such delay,* absent fraud, bad faith, or active interference on the part of the COUNTY accompanied by actual malicious intent to delay. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.1.2 Upon request, the PROJECT MANAGER shall furnish to the CONTRACTOR copies of all available boundary surveys and subsurface tests.

5.2 Unknown or Concealed Conditions

5.2.1 If conditions are encountered, excluding existing utilities, at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions, of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the CONTRACTOR shall give the COUNTY notice thereof promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions. Failure to provide timely notice shall be considered a waiver by the CONTRACTOR of any claim relating to such unknown or concealed condition, unless the COUNTY in its sole discretion allots some additional time for notice.

5.2.2 The PROJECT MANAGER and the PROFESSIONAL shall promptly investigate such conditions, and, if they differ materially and cause an increase or decrease in the cost of, or the time required for, performance of any part of the Work by the CONTRACTOR, the PROJECT MANAGER shall recommend to the DIRECTOR, for approval by the BOARD or the COUNTY ADMINISTRATOR, as authorized herein, an equitable adjustment in the Contract Price or Contract Time, or both. If the PROFESSIONAL and the PROJECT

MANAGER determine that the conditions at the Site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Agreement is justified, the PROJECT MANAGER shall notify the CONTRACTOR of the determination in writing. The Work shall be performed after the PROJECT MANAGER provides direction.

5.2.3 The CONTRACTOR shall ascertain such conditions, described in 5.2.1 as may be readily determined by inspection and inquiry, such as the location, accessibility, and general character of the Site, prior to submitting a Bid Proposal.

5.2.4 The basis of determining payment for unknown or concealed conditions involving excavation and/or fill shall be by representative cross-sections taken before, and after, the performance of the Work by the CONTRACTOR.

5.3 Reference Points. The PROFESSIONAL shall establish on the Drawings such general reference points as in its judgment will enable the CONTRACTOR to proceed with the Work. The CONTRACTOR shall establish the coordinates and elevations of two permanent benchmarks on the site. The CONTRACTOR shall establish construction control including, but not limited to construction baseline, any additional temporary benchmarks, and elevations at 1000-foot intervals by utilizing a registered land surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying). The CONTRACTOR shall be responsible for the layout of the Work, shall protect and preserve the established reference points and shall make no changes or relocations to them without the prior written approval of the PROFESSIONAL. The CONTRACTOR shall, within forty-eight (48) hours, give notice to the PROJECT MANAGER or Project Representative whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed, or moved by utilizing a registered land surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying).

5.4 Existing Utilities. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the COUNTY. The provision of such information does not relieve the CONTRACTOR from performing its own due diligence regarding existing utilities. The CONTRACTOR also acknowledges that the COUNTY has no control over the relocation schedules of the effected utilities within the Project area. Prior to commencing Work, the CONTRACTOR shall be responsible for verification of the location of all underground utilities to the extent that the utilities can be reasonably located. The CONTRACTOR shall, at a minimum, contact all utility companies for the purpose of having all utilities located by the utility companies. The CONTRACTOR shall clear and grub those areas identified by the affected utility as essential to its work. Furthermore, the CONTRACTOR shall be

responsible for discovery of existing underground installations, in advance of excavating or trenching, by contacting all local utilities, and by prospecting to ascertain that the utilities shown or otherwise identified are in the area shown. When such exploratory excavations show the utility location as indicated on the drawings to be in error, the CONTRACTOR shall so notify the PROJECT MANAGER. The COUNTY shall not be liable for any damage or delay caused by any utility line that was or could have been identified by the CONTRACTOR using reasonable means. If the CONTRACTOR fails to fulfill its due diligence investigation or negligently conducts the due diligence investigation with respect to existing utilities prior to the commencement of Work, the CONTRACTOR will be deemed to have waived any claim the CONTRACTOR might otherwise have had to an adjustment of the Contract Price or Contract Time. If the CONTRACTOR fully performs a due diligence investigation with respect to existing utilities prior to the commencement of Work, and the CONTRACTOR is subsequently delayed by an unknown existing utility conflict, the CONTRACTOR may make a claim for an extension to the Contract Time in accordance with the requirements of the Contract Documents, but in no event will the CONTRACTOR be entitled to any damages or additional compensation from the COUNTY.

ARTICLE 6 – BONDS, INSURANCE AND INDEMNIFICATION

6.1 Performance and Payment Bonds. The CONTRACTOR shall execute a Performance Bond and a Payment Bond as shown in Part II, Exhibits A and B, or furnish acceptable alternative forms of security as stipulated in the Instruction To Bidders (Part I) as security for the faithful performance and payment by the CONTRACTOR of all obligations of the CONTRACTOR under the Contract Documents. The CONTRACTOR shall cause each such bond (or acceptable alternative) to be in an amount equal to 100% of the Contract Price, as said Contract Price may be adjusted from time to time by an appropriate Change Order. Additionally, each such bond shall be as shown on the attached forms and shall be executed by the CONTRACTOR, and by a SURETY, authorized to do business as a surety in Florida, who is otherwise acceptable to the COUNTY. Said executed Performance Bond and Payment Bond shall be provided to the COUNTY by the CONTRACTOR prior to submission of the Agreement (Part IV) to the BOARD for its approval and execution. Prior to commencing Work, it shall be the responsibility of the CONTRACTOR to record in the Public Records of the COUNTY the executed Performance Bond and Payment Bond and to provide the COUNTY with a certified copy of the recorded bonds.

6.2 Warranty Bond. Upon completion of the Project and as a condition of Substantial Completion, the CONTRACTOR shall execute a Warranty Bond in a form acceptable to the COUNTY, or furnish acceptable alternative forms of security for the faithful performance by the CONTRACTOR of the obligation of

the CONTRACTOR to warranty and guarantee the Work under the Contract Documents, unless coverage is already provided under the express terms of a Performance Bond. The CONTRACTOR shall cause said Warranty Bond (or an acceptable alternative) to be in an amount sufficient to guarantee the Work pursuant to Article 14 of this Part II, as said Work may be adjusted from time to time by an appropriate Change Order. Each such bond shall be executed by the CONTRACTOR, and by a SURETY, authorized to do business as a surety in Florida, that is otherwise acceptable to the COUNTY, and delivered to the COUNTY immediately before, and as a condition of Substantial Completion.

6.3 Insurance of the Contractor

6.3.1 During the life of this Agreement, the CONTRACTOR shall provide, pay for, and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 8 or better, authorized to transact business in the State of Florida, and which are satisfactory to the COUNTY. Promptly after the issuance by the COUNTY of the Notice to Apparent Low Bidder of this Agreement, and prior to submission of the Agreement (Part IV) to the BOARD for its approval and execution, the CONTRACTOR shall provide to the COUNTY evidence of insurance coverage of the types, and in the amounts, required hereunder by submitting executed Certificates of Insurance, the preferred form of which is found in this Part II, Exhibit C. Each Certificate shall set forth the original manual signature of the authorized representative of the insurance company/companies identified therein and shall have attached thereto proof that said representative is authorized to execute the same. In addition, the CONTRACTOR shall provide certified true and exact copies of all required policies and of endorsements to the COUNTY within sixty (60) days of the issuance by the COUNTY of the Notice to Apparent Low Bidder.

6.3.2 All policies of insurance mandated by this Agreement shall name the COUNTY as a certificate holder and require that the insurer give the COUNTY thirty (30) days written notice of any cancellation, intent not to renew, or reduction in coverage; and ten (10) days written notice of any non-payment of premium. Such notice shall be delivered by First-Class U.S. Mail to: Pasco County Risk Management Department, 7536 State Street, New Port Richey, Florida 34654. In the event of any reduction in the aggregate limit of any policy, the CONTRACTOR shall immediately restore such limit to the amount required herein.

6.3.3 All insurance coverage provided by the CONTRACTOR shall be primary to any insurance or self-insurance program of the COUNTY that is applicable to the Work provided for in this Agreement.

6.3.4 Receipt by the COUNTY of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by the Contract Documents does not constitute approval or agreement by the COUNTY that the insurance requirements

have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

6.3.5 No work for the COUNTY shall commence, nor occupancy by the CONTRACTOR of any of its property take place, until the required Bonds, Certificates of Insurance, and copies of the associated policies, if requested, are received by the COUNTY, even if the Contract Time has commenced.

6.3.6 The insurance coverage and limits required of the CONTRACTOR under the Contract Documents are designed to meet the minimum requirements of the COUNTY. They are not designed as a recommended insurance program for the CONTRACTOR. The CONTRACTOR shall be responsible for the sufficiency of its own insurance program. Should the CONTRACTOR have any questions concerning its exposures to loss under the Contract Documents or the insurance coverage needed therefore, it should seek professional assistance.

6.3.7 If the insurance coverage initially provided by the CONTRACTOR is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the COUNTY thirty (30) days prior to expiration of current coverage.

6.3.8 Should the CONTRACTOR fail to maintain any of the insurance coverage required by the Contract Documents, the COUNTY may, at its option, either terminate this Agreement for default, or procure and pay for such coverage, charging the CONTRACTOR for, and deducting the costs of, the same from payments due the CONTRACTOR? A decision by the COUNTY to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

6.3.9 In addition to being listed as a certificate holder, all liability insurance policies obtained by the CONTRACTOR to meet the requirements of the Contract Documents, other than the Worker's Compensation and Employer's Liability Policy, shall provide that the COUNTY, its employees and agents, and the PROFESSIONAL shall be "additional insureds" under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverage provided under this Section shall apply to all the activities of the CONTRACTOR under the Contract Documents without regard for the location of such activity.

6.3.10 Coverage. Amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office forms and endorsements or their equivalent.

6.3.10.1 Worker's Compensation and Employer's Liability Insurance. The CONTRACTOR shall maintain coverage for all employees engaged in the Work, in accordance with the laws of the State of Florida. The CONTRACTOR also agrees to waive its right of

subrogation as part of this coverage. The amount of each insurance shall not be less than:

a.	Workers' Compensation	Florida Statutory Requirements
b.	Employer's Liability	$100,000.00 Limit Each Accident $500,000.00 Limit Disease Aggregate $100,000.00 Limit Disease Each Employee

6.3.10.2 Commercial General Liability Insurance. Coverage shall include, but not limited to, liability arising from the Premises, operations, independent contractors, products, completed operations, personal and advertising injury. Contractual coverage for this Contract, including any hold harmless and/or indemnification agreement(s), shall be provided on an ISO form CG 0001 or its equivalent. Limits of coverage shall not be less than the following on a per occurrence basis:

General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00
Personal and Advertising Injury	$500,000.00
Each Occurrence	$2,000,000.00
Fire Damage (Any One Fire)	$50,000.00
Specific Contract Aggregate Limits	$ (*same as above*)

a. The Aggregate Limits shall be separately applicable through the use of the endorsement attached hereto as Exhibit D or its equivalent according to the Risk Management Division of the COUNTY.

b. If the General Liability Insurance required herein is issued or renewed on a "claims made" form, as opposed to the occurrence" form, the retroactive date for coverage shall be no later than the date the Contract Time commences and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be extended for three (3) years beyond the completion and acceptance date of the Project under this Contract.

6.3.10.3 Business Automobile Liability Insurance. Coverage shall be maintained by the CONTRACTOR as to ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

a. Bodily Injury & Property Damage Liability:
$1,000,000.00 Combined Single Limit Each Accident

6.3.10.4 All Risk Coverage. For purposes of this Agreement, **Builder's Risk** coverage is /is not **X** required; Installation **Floater coverage** is _ /is not **X required**. If either or both are required, the CONTRACTOR shall provide said coverage, which shall include the following minimum requirements:

a. All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the COUNTY. All coverage and endorsements must be on forms acceptable to the COUNTY. The CONTRACTOR shall pay any and all premiums for this insurance, with any deductibles being the sole responsibility of the CONTRACTOR. If both Builder's Risk and Installation Floater have been specified, no more than one deductible per occurrence shall apply. Maximum deductible per occurrence for this Project: $ N/A .

b. Limit of coverage shall be 100% of the completed value of any building(s) or structure(s), or 100% of the value of the equipment to be installed, as appropriate; and Installation Floater coverage shall also provide for coverage of the installed equipment, including labor and materials, prior to final completion of the Project.

c. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "occupancy clause" or similar warranty or representation that the building(s) or structure(s) will not be occupied.

6.3.10.3.5 Pollution Liability Insurance. For purposes of this Agreement, **Pollution** Liability Insurance coverage is _ /is not **X** required. If required, the CONTRACTOR shall provide said coverage, which shall include the following minimum requirements: The minimum limits of liability shall be: $2,000,000.00 per occurrence/ $2,000,000.00 aggregate for the incident. The CONTRACTOR shall maintain pollution liability coverage for bodily injury, property damage and environmental damage caused by a pollution incident.

6.3.10.6 Certificates of Insurance. Certificates of Insurance evincing the insurance coverage specified in paragraphs 6.3.10.1 through 6.10.5 inclusive, and in paragraph 6.2.10.4, when required, shall be filed with the Purchasing Department within ten (10) days of the Notice to Apparent Low Bidder. The required Certificates of Insurance shall name the types of policies provided and shall refer specifically to this Contract.

6.4 Untimely Submission. The failure of the CONTRACTOR to submit the required Payment Bond, Performance Bond, and Certificates of Insurance within the times required by this Article may result in a delay in issuing the Award. The parties

specifically agree that such a delay is neither excusable nor compensable and will not entitle the CONTRACTOR to a change in the Contract Price or Time. The COUNTY also reserves the right to reject the CONTRACTOR's Bid Proposal and to award the bid to the next lowest bidder if the required documents are not received within the timeframe specified herein.

6.5 Indemnification

6.5.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) is caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Construction Contract.

6.5.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type or damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

6.5.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.

6.5.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 6.5.1-6.5.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been causes, in whole or in part, by the

negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.

6.5.5 With respect to, and in consideration for, the indemnifications provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR as a, separate consideration, the sum of $100.00, the sufficiency and receipt of which is hereby acknowledged.

6.5.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article 6 shall be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 7 – RESPONSIBILITIES OF THE CONTRACTOR

7.1 Supervision and Superintendence. The CONTRACTOR shall supervise and direct the Work efficiently and with its best skill and attention. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction unless specifically addressed in the Contract Documents. The CONTRACTOR shall be responsible for seeing that the finished Work complies accurately with the Contract Documents. The CONTRACTOR shall cooperate with and be responsible for coordination of the Work with other contractors and/or utilities at the Site in accordance with the Specifications, if applicable. The CONTRACTOR shall attend meetings as requested by the PROJECT MANAGER.

7.1.1 The CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent who shall not be replaced without written notice to the PROJECT MANAGER except under extraordinary circumstances. The CONTRACTOR shall provide Notice to the COUNTY of the identity of the superintendent at the Pre-construction Conference, and the COUNTY shall at that time be provided with a 24-hour, 7 days-per-week telephone number for the superintendent which shall remain valid until Final Completion. The superintendent shall be the representative of the CONTRACTOR at the Site and shall have authority to act on behalf of the CONTRACTOR.

All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

7.2 Labor, Materials, and Equipment. The CONTRACTOR shall provide and pay for competent, suitable, qualified personnel to survey and layout the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order on the Site.

7.2.1 The CONTRACTOR shall furnish and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

7.2.2 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

7.2.3 All materials and equipment shall meet or exceed contract specifications and, except as may otherwise be provided in the Contract Documents, shall be new and of good quality. When requested by the PROJECT MANAGER, the CONTRACTOR shall furnish promptly a statement of the origin, compositions, and manufacture of any and all materials to be used in the construction of the Work, together with samples that may be subjected to the tests provided for in the Specifications, to determine their quality and fitness for the Work. The CONTRACTOR shall further promptly supply, at the request of the PROJECT MANAGER, certification from the supplier of any material to be incorporated into the Work that said material meets or exceeds the Specifications.

7.2.4 At any time during the course of the CONTRACT, with respect to any and all materials and equipment to be used in the construction of the Work, the PROJECT MANAGER may request, and upon such request the CONTRACTOR shall furnish in form and substance satisfactory to the PROJECT MANAGER within ten (10) days, documentation which provides reasonable assurances to the COUNTY that the CONTRACTOR will be able to furnish said materials and equipment, all of proper quality and quantity, at bid prices, in a timely manner. Any and all risk of fluctuation in the market price of materials or equipment, or the availability thereof, shall remain at all times the sole responsibility of the CONTRACTOR.

7.3 Substitute Materials or Equipment. In the event the CONTRACTOR notifies the PROJECT MANAGER that certain materials or equipment described in the CONTRACT cannot be procured by the CONTRACTOR for the project, or should the DIRECTOR, upon the recommendation of the PROJECT MANAGER, find to be inadequate the documentation submitted by the CONTRACTOR in response

to a request for reasonable assurances of ability to furnish the materials or equipment as described above, the COUNTY may, as its option:

a. Waive any specification with respect to said materials or equipment, authorize acceptable substitute materials or equipment, and make an appropriate adjustment to the amounts due the CONTRACTOR for the cost of said materials or equipment, including labor, and other expenses associated with the change; or

b. Procure the materials or equipment itself and charge the actual cost thereof, including labor and other incidental expenses incurred by the COUNTY, to the CONTRACTOR by deducting said costs and expenses from amounts otherwise due the CONTRACTOR.

Approval of any change in costs or schedule as a result of tentative acceptance of the substitute by the DIRECTOR, based on the recommendation of the PROJECT MANAGER, shall be by Changer Order.

7.4 Concerning Subcontractors

7.4.1 The CONTRACTOR may not subcontract overall management obligations pertaining to the Work, or any substantial component thereof, and not more than eighty percent (80%) of the Work shall be subcontracted under any circumstances. This limitation on subcontracting shall not apply to any aspect of the Work that involves the supply of equipment or materials alone. The CONTRACTOR shall retain ultimate liability for all contractual obligations under the Contract Documents. The CONTRACTOR shall further be fully responsible for all acts and omissions of SUBCONTRACTORS, and of persons directly or indirectly employed by them, and of persons for whose acts any of them may be liable to the same extent as if the CONTRACTOR had employed them. Nothing in the Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and the COUNTY or any obligation on the part of the COUNTY to pay or to see to the payment of any monies due any SUBCONTRACTOR, except as may otherwise be required by law. The COUNTY may furnish to any SUBCONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR for specific Work done.

7.4.2 Any divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing Work among SUBCONTRACTORS or delineating the Work to be performed by any specific trade.

7.4.3 The CONTRACTOR agrees to bind specifically every SUBCONTRACTOR, by way of an appropriate written agreement, to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions, Special Conditions, and Technical Specifications, for the benefit of the COUNTY.

7.4.4 All Work performed for the CONTRACTOR by a SUBCONTRACTOR shall be pursuant to an appropriate written agreement between the CONTRACTOR and the SUBCONTRACTOR which shall contain provisions that waive all rights the contracting parties may have against one another for damages cause by fire or other perils covered by insurance, except such rights as they may have to proceeds of such insurance held by the COUNTY as trustee. The CONTRACTOR shall pay each SUBCONTRACTOR an appropriate amount determined by value of Work, of any insurance monies received by the CONTRACTOR under this insurance.

7.4.5 County as Intended Beneficiary of Subcontracts. The COUNTY shall be an intended substantial beneficiary of the written agreements between the CONTRACTOR and its SUBCONTRACTORS.

7.5 Patent Fees and Royalties. The CONTRACTOR shall pay all license fees and royalties and shall assume all costs incident to the use of any invention, design, process, or device which is the subject of patent rights or copyrights held by others.

7.6 Permits. The CONTRACTOR shall secure and pay all construction permits, licenses, governmental charges and inspection fees, and all public utility charges that are applicable and necessary for the execution of the Work as listed in the Construction Documents at the time of its Bid. A permit allowance may be established in the Bid Proposal. In the absence of a permit allowance being established, all permit costs shall be included in the base bid. Permits, if any, which are provided and paid for by the COUNTY, are listed in the Contract Documents. Any delays associated with the permitting process will be considered for time extensions only, and *no damages or additional compensation for delay will be allowed.*

7.7 Laws and Regulations. The CONTRACTOR shall give all notice and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the CONTRACTOR observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, the CONTRACTOR will notify the PROJECT manager promptly in writing. An appropriate Change Order shall then be used to institute any necessary changes. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the PROJECT MANAGER, the CONTRACTOR shall bear all related costs.

7.7.1 LAW COMPLIANCE. Each party will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the CONTRACTOR verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will

consider the employment of unauthorized aliens by any CONTRACTOR during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by the County.

7.8 Use of Premises. The CONTRACTOR shall confine its equipment, the storage of materials and equipment, and the operations of its workers to the area permitted by law, ordinances, permits, or the requirements of the Contract Documents. The CONTRACTOR shall not unreasonably encumber the Site with materials and equipment. Any loss or damage to the materials or equipment of the CONTRACTOR or of any SUBCONTRACTOR shall be solely at the risk of the CONTRACTOR.

7.8.1 The CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The CONTRACTOR shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

7.8.2 The COUNTY shall retain ownership of any usable material on the Premises such as fill, millings, etc. unless otherwise specified by the COUNTY at the pre-construction meeting.

7.9 Record Drawings

7.9.1 The CONTRACTOR shall keep at the Site and in good order one record copy of the Contract Documents, the Construction Plans, and the Shop Drawings. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to the PROFESSIONAL and the PROJECT MANAGER and shall be submitted to the PROJECT MANAGER prior to, or contemporaneously with, the Application for Final Payment. The CONTRACTOR shall provide record drawings in accordance with the Technical Specifications.

7.9.2 For water and wastewater facilities, the minimum requirements for record drawings are specified in the Special Conditions.

7.10 Safety and Protection

7.10.1 The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and for maintaining the Project Site in a safe and good order (which would include such activities as mowing or trimming grass, bushes or other vegetation and trash removal on the Site and as deemed necessary by the COUNTY) during the term of the Agreement. The CONTRACTOR shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to:

a. All employees on the Work and other persons who may be affected by it;

b. All the Work and all materials or equipment to be incorporated, whether in storage on or off the Site. The CONTRACTOR shall assume all risk of loss for stored equipment or materials, irrespective of whether the CONTRACTOR has transferred the title of the stored equipment or materials to the COUNTY; and

c. Other property at the Site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

7.10.2 The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or less. The CONTRACTOR shall erect and maintain, as required by the conditions and progress of the Work or as otherwise required or directed by the COUNTY, all necessary safeguards for safety and protection of persons and property throughout the term of the Agreement. CONTRACTOR shall notify owners of adjacent property and utilities when execution of Work may affect them prior to start of work. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable shall be remedied by the CONTRACTOR.

7.10.3 The CONTRACTOR shall designate a responsible member of its organization whose duty shall be the prevention of accidents at the Site. This person shall be the superintendent of the CONTRACTOR unless otherwise designated in writing by the CONTRACTOR to the PROJECT MANAGER.

7.11 Emergencies. In emergencies affecting the safety of persons, the Work or property at the Site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the PROJECT MANAGER, and then only if time or circumstances do not permit such special instructions or authorization, is obligated to prevent or mitigate threatened damage, injury, or loss. The CONTRACTOR shall give the PROJECT MANAGER written notice that the emergency provision has been invoked and shall state the reasons therefore within twenty-four (24) hours of the incident. If the CONTRACTOR believes the emergency resulted in additional Work, an otherwise untimely claim for a Change Order is permissible and may be submitted in accordance with the procedures set forth herein.

7.11.1 The CONTRACTOR shall immediately notify the PROJECT MANAGER of all events involving personal injuries to any person on the Site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other events resulting in property damage of any amount within five (5) days of the occurrence of each such event.

7.11.2 The PROJECT MANAGER upon learning of an emergency situation threatening the safety of persons or the integrity of property shall immediately report the circumstances to the DIRECTOR. If the DIRECTOR is unavailable to provide direction, or if the circumstances do not allow the PROJECT MANAGER a reasonable opportunity to seek guidance from the DIRECTOR, the PROJECT MANAGER may direct the CONTRACTOR to call out Work crews, equipment and materials to prevent threatened damage, injury or loss. The CONTRACTOR shall be obligated to comply with any directions issued by the PROJECT MANAGER when the PROJECT MANAGER has determined that an emergency situation exists. If the CONTRACTOR believes the emergency resulted in additional Work, an otherwise untimely claim for Change Order is permissible and may be submitted in accordance with the procedures set forth herein.

7.12 Submittals and Samples

7.12.1 After checking and verifying all field measurements, the CONTRACTOR shall promptly submit to the PROFESSIONAL for approval, in accordance with the accepted schedule of submittals, all Submittals required by the Contract Documents. All Submittals shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the PROFESSIONAL may require. The data shown on or with the Submittals will be complete with respect to dimensions, design criteria, materials and any other information necessary to enable the PROFESSIONAL to review the Submittal as required. At the time of each submission, the CONTRACTOR shall give notice to the PROFESSIONAL of all deviations that the Submittal or sample may have from the requirement of the Contract Documents.

7.12.2 The CONTRACTOR shall submit to the PROJECT MANAGER for review and recommendation to the DIRECTOR for approval, within ten (10) days after Notice To Apparent Low Bidder, a preliminary Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work that will be confirmed in writing by the CONTRACTOR at the time of submittal.

7.12.3 The PROFESSIONAL shall review and approve Submittals. This review and approval by the PROFESSIONAL shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the PROFESSIONAL and resubmit the required number of corrected copies until approved. The signature, initials, or stamp of approval of the CONTRACTOR on any Submittal shall constitute its representation to the PROFESSIONAL and COUNTY that the CONTRACTOR has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that each Submittal has been

reviewed or coordinated with the requirements of the Work and the Contract Documents.

7.12.4 No Work requiring a Submittal shall commence until the PROFESSIONAL has approved the Submittal. A copy of each approved Submittal shall be kept in good order by the CONTRACTOR at the Site and shall be available to the PROFESSIONAL and COUNTY staff. Any delays associated with the submittal process will be considered for time extensions only, and *no damages or additional compensation for delay will be allowed.* No time extensions will be allowed for delays not attributable to the either the COUNTY or the PROFESSIONAL.

7.12.5 The approval by the PROFESSIONAL of Submittals shall not relieve the CONTRACTOR of its responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has called the attention of the PROFESSIONAL and the PROJECT MANAGER to such deviation in writing at the time of submission, and the PROJECT MANAGER, with the consent of the DIRECTOR, has given written approval to the specific deviation; any such approval by the PROFESSIONAL alone shall not relieve the CONTRACTOR from responsibility for errors or omissions in the Submittals.

7.12.6 To facilitate review, the CONTRACTOR shall number consecutively each Submittal. This numbering system shall be in order of Submittal. Any re-submittal required shall have the same number as the original Submittal followed by notation signifying that this is a second or third Submittal (e.g." #14-2nd submittal"). All Submittals shall provide a space for the review stamp of the PROFESSIONAL, preferably on the first page. In addition, all Submittals shall contain the following notation completed by the CONTRACTOR:

Project Number and Name: _____

Submittal Number: _____

Deviations: _____

None: _____

As listed: _____

Reference Specification Number: _____

Reference Drawing Number: _____

Space Requirement: _____

As designed: _____

Different, as listed: _____

Contractor has reviewed and submitted for approval.

Signature:_____ Date: _____

The review of a particular Submittal will be undertaken only if the above such information is provided.

7.13 Cleaning Up. The CONTRACTOR shall maintain the Site free from accumulations of waste materials, rubbish, and other debris resulting from the Work on a daily basis as well as overgrown grass, plants or vegetation on Site or as otherwise required by the COUNTY during the term of the Agreement. At the completion of the Work, the CONTRACTOR shall remove all waste materials, rubbish, and debris from the Site as well as all tools, construction equipment and machinery, and surplus materials and will leave the Site clean and ready for occupancy by the COUNTY. In addition to any other rights available to COUNTY under the Contract Documents, the failure of the CONTRACTOR to maintain the Site may result in the withholding by the COUNTY of any amounts due CONTRACTOR. The COUNTY also reserves the right, upon the CONTRACTOR'S failure to perform clean-up activities, after written notice, to use its own forces or a third-party contractor and to delete the costs incurred from any amount due the CONTRACTOR. The CONTRACTOR will restore to original condition those portions of the Site not designated for alteration by the Contract Documents as part of its obligations under the Contract.

ARTICLE 8 – WORK BY OTHERS

8.1 The COUNTY may perform additional Work related to the Project with its own forces or may carry out such Work through direct contract with third-party contractors. The CONTRACTOR shall provide any third-party contractors, including, but not limited to, the employees, agents, subcontractors, and suppliers of such third-party contractors (or of the forces of the COUNTY performing the additional Work, reasonable opportunity for the introduction and storage of materials and equipment, and for the execution of work, and shall properly connect and coordinate its Work with theirs. The CONTRACTOR is not entitled to exclusive use of the Site. The COUNTY reserves the right to accept or reject Work related to the Project based on the quality of Work performed by the CONTRACTOR or its SUBCONTRACTORS.

8.2 If any part of the Work of the CONTRACTOR depends (for proper execution or results) upon the work of any such third-party contractor (or of the COUNTY), the CONTRACTOR will inspect and promptly report to the PROJECT MANAGER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results with respect to the Work. The failure of the CONTRACTOR to so report shall constitute an acceptance of the other work,

except as to defects and deficiencies that may appear in the other work after the execution of its Work. The CONTRACTOR shall be entitled to extension of time*, but not to damages or additional compensation from the COUNTY related to delay,* whether caused by such third-party contractors, or the COUNTY, absent fraud, bad faith, or active interference by the COUNTY which is accompanied by an actual malicious intent on the part of the COUNTY to cause delay.

8.3 The CONTRACTOR will do all cutting, fitting, and patching of its Work that may be required to make its several parts come together properly, and fit it to receive or be received by such third-party work. The CONTRACTOR will not endanger any work of others by cutting, excavating, or otherwise altering such other work and will only cut or alter such other work with the written consent of the PROJECT MANAGER, and only if such alteration will not increase the Contract Price or Contract Time.

8.4 If the performance of additional work by third-party contractors or the COUNTY is not noted in the Contract Documents prior to the execution of the Agreement, written notice shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the COUNTY or others involves additional expense or entitles it to an extension of the Contract Time, the CONTRACTOR may make a claim as provided in Articles 11, 12, and 13.

ARTICLE 9 - RESPONSIBILITIES OF THE COUNTY

9.1 The COUNTY shall issue all communications to the CONTRACTOR through the PROJECT MANAGER, except for authorization required by Change Order pursuant to the Contract Documents.

9.2 The COUNTY shall furnish the data required under the Contract Documents, and shall make payments to the CONTRACTOR when due as provided in Article 15.

9.3 The responsibilities of the COUNTY for providing lands, easements, and engineering surveys to establish reference points are set forth in Article 5.

ARTICLE 10 – STATUS OF THE PROFESSIONAL DURING CONSTRUCTION

10.1 **County's Representative.** The PROFESSIONAL shall be a representative of the COUNTY during the construction period. The duties, responsibilities, and limitations of authority of the PROFESSIONAL as the COUNTY'S representative during construction are set forth in these General Conditions and shall not be extended without written designation from the Department administering the Project.

10.2 **Visits to the Site.** The PROFESSIONAL shall make periodic visits to the Site to

observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

10.3 Clarifications and Interpretations. The PROFESSIONAL shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by the CONTRACTOR, which shall be consistent with, or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification and interpretation entitles it to an increase in the Contract Price, and/or Contract Time, the CONTRACTOR may make a claim as provided for in Article 11, 12 and 13.

10.4 Rejecting Defective Work. The PROFESSIONAL has the authority to disapprove or reject Work that is defective. The PROFESSIONAL also has authority to require special inspection or testing of the Work at the CONTRACTOR'S expense, as provided in Article 14, whether or not the Work is fabricated, installed or completed.

10.5 Resident Engineer. The PROFESSIONAL may furnish a full or part-time Resident Engineer and other personnel to assist it in carrying out services at the Site. The duties, responsibilities, and limitations of authority of any such Resident Engineer and other personnel are set forth in the Special Conditions, if applicable.

10.6 Decisions on Disagreements. The PROFESSIONAL shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If CONTRACTOR disagrees with the opinion of the PROFESSIONAL, CONTRACTOR shall refer claim, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents initially to the PROJECT MANAGER in writing with a request for a formal decision. The PROFESSIONAL will render in writing an opinion concerning the request of the CONTRACTOR for a formal decision and shall submit same to the PROJECT MANAGER. After receipt of the written opinion of the PROFESSIONAL and all information requested from CONTRACTOR, the PROJECT MANAGER shall make a recommendation to the DIRECTOR, who shall then render a formal decision in writing. Written notice of each such claim, dispute, and other matter shall be delivered by the CONTRACTOR to the PROJECT MANAGER within seven (7) days of the first occurrence of the circumstances giving rise to the claim, dispute, or other matter. Written supporting data will be submitted to the PROJECT MANAGER within fifteen (15) days after said first occurrence unless the PROJECT MANAGER, with the consent of the DIRECTOR, allows additional time. If CONTRACTOR fails to

comply strictly with these notice and submittal time periods, the CONTRACTOR shall be deemed to have waived its right to assert any claim that the CONTRACTOR might otherwise have had concerning any such matter.

10.7 Limitations on the Responsibilities of the Professional. Neither the authority of the PROFESSIONAL to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise such authority, shall give rise to any duty or responsibility of the PROFESSIONAL to the CONTRACTOR, any SUBCONTRACTOR, or any of their respective agents or employees.

10.7.1 The PROFESSIONAL shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions and programs used. The PROFESSIONAL shall not be responsible for the failure of the CONTRACTOR to perform the Work in accordance with the Contract Documents.

10.7.2 The PROFESSIONAL shall not be responsible for the acts or omissions of the CONTRACTOR, any SUBCONTRACTORS, any of their respective agents or employees, or any other persons performing any of the Work.

ARTICLE 11 – CHANGES IN THE WORK

11.1 Without invalidating the Agreement, the COUNTY may from time to time, order additions, deletions, or revisions in the Work. The CONTRACTOR shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of Work, the PROJECT MANAGER, with the consent of the DIRECTOR, may order the partial suspension of any Work related to the proposed deletion, in which case the CONTRACTOR must cease performance as directed; the CONTRACTOR shall not be entitled to additional compensation or an increase in the Contract Time as a result of the suspension. The CONTRACTOR shall not be entitled to claim lost profits on deleted work. All changed Work shall be executed under the applicable conditions of the Contract Documents.

11.2 Additional Work performed by the CONTRACTOR without authorization, as represented by a properly executed Change Order approved by the BOARD or the COUNTY ADMINISTRATOR, as specified herein, will not entitle the CONTRACTOR to an increase in the Contract Price or to an extension of the Contract Time, except in the case of a *bona fide e*mergency as provided in Article 7. No other employee or representative of the COUNTY including, but not limited to, the PROJECT MANAGER and the DIRECTOR, has the authority to approve a Change Order on behalf of the COUNTY. ***The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.***

11.3 Upon agreement between the PROJECT MANAGER and the CONTRACTOR as to changes in the Work to be performed, subject to consent of the DIRECTOR, or with respect to a claim by the CONTRACTOR for Work performed in an emergency as provided in Article 7, the CONTRACTOR will prepare a written Change Order to be signed and submitted to the PROJECT MANAGER and/or the Professional (as directed by the County) for transmission by the DIRECTOR to the BOARD for approval.

11.4 It is the responsibility of the CONTRACTOR to notify its SURETY of any changes affecting the general scope of the Work, Contract Price, or Contract Time and to secure the written consent of the Surety to any such changes.

11.5 In the absence of agreement between the PROJECT MANAGER and the CONTRACTOR or consent of the DIRECTOR as provided in paragraph 11.3, the COUNTY may, in its sole discretion, issue a unilateral Change Order to the CONTRACTOR. Pricing of the unilateral Change Order will be in accordance with Section 12.1.5. The Change Order will specify a price, and if applicable, a time extension determined to be reasonable by the COUNTY. If the CONTRACTOR fails to sign said Change Order, the CONTRACTOR shall nevertheless be obligated to fully perform the work as directed by the Change Order.

11.6 Should the CONTRACTOR make a claim for an increase in Contract Time or an increase in Contract Price, then upon the request of the PROJECT MANAGER, the claim shall be accompanied by an affidavit stating that:

a. The claim is made in good faith;

b. The supporting data have been thoroughly reviewed by the CONTRACTOR and are accurate and complete to the best knowledge and belief of the CONTRACTOR; and

c. The amount requested accurately reflects the contract adjustment for which the CONTRACTOR believes the COUNTY is liable.

Absent such affidavit, if requested by the PROJECT MANAGER, the claim will not be considered. Submission of the affidavit shall be a condition precedent to the commencement by the CONTRACTOR of any action at law or in equity against the COUNTY.

11.7 If the COUNTY determines the CONTRACTOR has submitted a baseless, frivolous, unsupported, exaggerated, or otherwise spurious request for a Change Order or Claim, the COUNTY shall deduct from any amounts due the CONTRACTOR the costs incurred by the COUNTY in reviewing and responding to that Change Order request or Claim. Deductible costs include, but are not limited to, any costs incurred by the COUNTY or its PROFESSIONAL to review

and respond to the requested Change Order or Claim.

11.8 The CONTRACTOR shall proceed diligently with performance of the Work as directed by the COUNTY, regardless of pending claims or actions, unless otherwise agreed to in writing.

ARTICLE 12 – CHANGE OF CONTRACT PRICE

12.1 The Contract Price

12.1.1 The Contract Price is as defined in Paragraph 2.1.14. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR shall be at its expense without change in the Contract Price.

12.1.2 The Contract Price represents the total compensation to which the CONTRACTOR may be entitled under the terms of these Contract Documents, which Contract Price is based upon the estimated quantities of items listed therein or a lump sum price. The actual total compensation paid to the CONTRACTOR for the Work described in these Contract Documents may vary due to:

a. Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities; and/or
b. Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

12.1.3 The Contract Price may only be increased or decreased by a written Change Order. Any claim for an increase shall be in writing and delivered to the PROJECT MANAGER within seven (7) days of the first occurrence of the circumstances necessitating an increase. Written supporting data will be submitted to the PROJECT MANAGER within fifteen (15) days after said occurrence, unless the DIRECTOR, in his absolute discretion, allows additional time.

12.1.4 Except as provided for in Section 12.1.5, any Change Order adjusting the compensation to be paid to the CONTRACTOR shall be priced in accordance with the following procedures:

12.1.4.1 Unit Prices Included in the Bid Proposal. The CONTRACTOR and the COUNTY recognize and acknowledge that the quantities shown for those items designated in the Bid Proposal (Part III) as unit price items are approximations prepared by the COUNTY for bid purposes and that the actual compensation payable to the CONTRACTOR for the utilization of such items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Project as originally defined in the Contract Documents. When it is determined by the COUNTY that an addition, deletion, or revision to the Project, as defined in these

Contract Documents, is required and affects the quantities required for items designated in the Bid Proposal (Part III) as unit price items, the CONTRACTOR and the COUNTY agree that the compensation payable to the CONTRACTOR for such unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Proposal (Part III) to the quantity of the unit price item required to complete the Project as defined in the Contract Documents.

12.1.4.2 Unit Prices Not Included in the Bid Proposal. Unit prices for items not designated in the Bid Proposal (Part III), but which have been mutually agreed upon by the COUNTY and the CONTRACTOR, may be utilized in determining the actual compensation payable to the CONTRACTOR based upon field measured quantities.

12.1.4.3 Lump Sum. When it is determined by the COUNTY that an addition, deletion, or revision to the Project is required, resulting in a change in Work designated in the Bid Proposal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

12.1.5 If the pricing methods specified in Article 12.1.4 are inapplicable, or if the parties are unable to agree on a price for the changed Work, the COUNTY shall establish a reasonable price for the same in accordance with Article 12.2. The COUNTY shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with paragraph 11.5. The CONTRACTOR shall perform the Work as directed in the Change Order.

12.1.6 Failure on the part of the CONTRACTOR to construct any item to plan, or in conformity with authorized dimensions and within the specification tolerances set forth herein, shall result in:

a. Reconstruction to acceptable tolerances, at no additional cost to the COUNTY;
b. Acceptance at no pay; or
c. Acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the COUNTY.

The COUNTY shall make determinations of the aggregate monetary change for items identified as lump sum quantities based upon an analysis of the score of the failure of the CONTRACTOR to construct to plan or in conformity with authorized dimensions and within applicable specification tolerances.

12.2 Cost of Work

12.2.1 The term "Cost of Work", when used in connection with Change Orders, means the costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Change Order Work. Except as may be agreed to in writing by the PROJECT MANAGER, such costs shall be in amounts no higher than those prevailing in the relevant market for substantially similar work associated with projects akin to the Project, and shall be limited to the following categories:

a. Actual cost of Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave) to perform change order work;

b. Owned Equipment (at lowest applicable equipment rate manual rate);

c. Rented Equipment (at actual rental rates);

d. Materials;

e. Costs of SUBCONTRACTOR;

f. Extra Bonds and Insurance;

g. Fee of CONTRACTOR (per Article 12.3).

12.2.2 The CONTRACTOR shall require all SUBCONTACTORS and suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

12.2.3 The term "Cost of the Work", when used in connection with Change Orders, shall not include any of the following:

a. Payroll costs and other compensation of the officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, job superintendents, Project managers, and clerks of the CONTRACTOR, and all personnel employed by the CONTRACTOR, whether at the Site, at the principal office of the CONTRACTOR, at a branch office of the CONTRACTOR, or elsewhere, for general administration of the Change Order Work and not specifically included in the agreed-upon schedule of job classifications, all of which are to be considered administrative costs covered by the Fee of the CONTRACTOR;

b. Extraordinary fringe benefits not specifically identified in Article 12.2;

c. Expenses of the principal and branch offices of the CONTRACTOR, other than the office of the CONTRACTOR at the Site;

d. Field overhead costs, including, but not limited to, the cost on-site temporary facilities and the on-site supervision provided by the CONTRACTOR; compensation for these costs will be considered only if the Final Completion date is extended by a Change Order or Allowance Authorization Release.

e. Any part of the capital expenses of the CONTRACTOR, including interest on the capital used by the CONTRACTOR for the Change Order Work and charges against the CONTRACTOR for delinquent payments;

f. Cost of premiums for all bonds and insurance, whether or not the CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the Work).

g. Costs due to the negligence of the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and correcting for any damage to property;

h. All overhead or general expense costs of any kind (other than as provide in Article 12.3).

12.3 Fee of Contractor

12.3.1 The maximum percentage allowed for the combined overhead (including main office and field office overhead) and profit of the CONTRACTOR shall be as follows:

12.3.1.1 For all such Change Order Work done, or to be done, by the CONTRACTOR alone, a fixed percentage of the total adjustment to the Contract Price shall not exceed ten percent (10%).

12.3.1.2 For all such change Order Work done or to be done by SUBCONTRACTORS, each SUBCONTRACTOR may add up to ten percent (10%) to its allowable cost of Work for combined overhead and profit and the CONTRACTOR may add up to five percent (5%) to the allowable cost of work of the SUBCONTRACTOR for its combined overhead and profit; provided, however, that:

a No markup of the cost incurred in connection with premiums for bonds or insurance shall be permitted; and

b. The total maximum markup allowed by Article 12, including but not limited to the CONTRACTOR, SUBCONTRACTORS, and all lower-tier subcontractors, shall in no event exceed twenty percent (20%) of allowable costs.

12.3.2 For all changes, the CONTRACTOR shall submit an itemized cost breakdown, together with supporting data in such detail and form as the PROJECT MANAGER may prescribe from to time. When a credit is due, the amount of credit to be allowed by the CONTRACTOR to the COUNTY for any such change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the PROJECT MANAGER, with the consent of the DIRECTOR, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by the discipline or trade, with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, and all other costs specifically itemized, in addition to the overhead and profit markup.

12.4 Cash Allowance. It is understood that the Final Total Bid Price, which shall serve as the basis for the initial Contract Price, includes any allowances named in the Contract Documents. The CONTRACTOR shall cause the Work to be done, using such SUBCONTRACTORS or suppliers, and for such sums, within the limit of the allowances, as the COUNTY may approve as provided in Section 21 of the Contract Documents. Prior to final payment, the Contract Price shall be adjusted, as required, and an appropriate Change Order issued to reflect actual authorized expenditures made against the allowances. The CONTRACTOR agrees that the initial Contract Price includes such sums as it deems proper for all cost, overhead, and profit required for cash allowances. The CONTRACTOR further agrees that in the event the COUNTY authorizes only a portion of the Allowance Work, the CONTRACTOR shall only receive the amount for Work actually performed as set forth in the Contract Documents for cash allowance upon submittal of the proper documentation. Reductions or increases in the Work will not entitle CONTRACTOR to any further increase in overhead and profit.

12.5 Non-Recoverable Items. Notwithstanding any other provision of the Contract Documents**, t**he parties agree that for any claim filed by the CONTRACTOR on this Project, whether on account of delay, acceleration, breach of contract or otherwise, the COUNTY will not have any liability for the following items of damage or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including but not limited to, loss of

bonding capacity; loss of bidding opportunities; loss of credit standing; cost of financing; interest paid; loss of other Project or insolvency;

4. Acceleration costs and expenses, except where the COUNTY has expressly and specifically directed the CONTRACTOR in writing "to accelerate at the COUNTY'S expense";

5. Attorney fees, claims preparation expenses and costs of litigation.

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 The Contract Time may only be changed by way of a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the PROJECT MANAGER within seven (7) days of the first occurrence of the circumstances giving rise to the claim, therefore. A change of Contract Time does not automatically qualify as grounds for additional compensation for the CONTRACTOR except under the conditions specified in Article 12, 12.1.2. Written supporting data will be submitted to the PROJECT MANAGER within fifteen (15) days after such occurrence unless the PROJECT MANAGER, with the consent of the DIRECTOR allows additional time. All claims submitted by the CONTRACTOR for adjustments to the Contract Time must set forth in detail the reasons for, and causes of, the delay, and clearly indicate why the subject delay was beyond the control or fault of the CONTRACTOR.

13.1.1 If the CONTRACTOR is delayed at any time in the performance, progress, commencement, or completion on the Work by any act or neglect of the COUNTY or the PROFESSIONAL, or by any employee of either of them, or by any third-party contractor employed by the COUNTY, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by the CONTRACTOR through the exercise of reasonable diligence, or any causes beyond the control or fault of the CONTRACTOR, then the Contract Time shall be extended by Change Order for such reasonable time as the COUNTY may determine. The CONTRACTOR shall be entitled to an extension of time for such causes, but only for the number of days of delay which the COUNTY may determine to be solely due to such causes, and then only to the extent that such causes actually delay the completion of the Project, and only if the CONTRACTOR shall have strictly complied with all the requirements of the Contract Documents. Notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the COUNTY or the PROFESSIONAL may be responsible in whole or in part, shall relieve the CONTRACTOR of the duty to perform, or give rise to any right to damages or additional compensation from the COUNTY. The sole and exclusive remedy of the CONTRACTOR against the COUNTY for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be the

right to seek an extension of the Contract Time in accordance with the procedures set forth herein. This paragraph shall apply expressly to claims for early completion, as well as claims based upon late completion.

13.1.2 The CONTRACTOR shall become familiar with, and prepare for, the normal weather conditions existing in Pasco County, Florida throughout the course of any given year. Normal weather conditions are expected to impact the Work in numerous ways, including, but not limited to, those impacts caused by delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. For purposes of this Article 13, the term "normal weather conditions", includes both high rainfalls caused by periodic "El Niño" events and low rainfall caused by periodic drought conditions. By execution of the Agreement (Part IV), the CONTRACTOR acknowledges that the Contract Time constitutes a sufficient time in which to complete the Work, and that the bid and subsequent schedule of the CONTRACTOR anticipates and includes unfavorable weather conditions which may occur during the Contract Time. The consequences and impact of such unfavorable weather conditions are neither excusable nor compensable.

13.1.2.1 If adversely affected by a hurricane or other extreme weather event for which the Governor of the State of Florida or the BOARD has declared to have created an emergency within the geographical area which includes the site of the Work, then the COUNTY may, but is not obligated to, approve a request by the CONTRACTOR for an extension of the Contract Time. The CONTRACTOR acknowledges that the following conditions must all have taken place before the CONTRACTOR may apply for a Change Order requesting additional time to compensate for delays due to extreme weather events:

a. Unfavorable weather conditions from a hurricane or other extreme weather event, for which an emergency has been declared by the Governor or the BOARD, actually existed at the Project Site for one or more workdays;

b. As a direct result of the unfavorable weather conditions at the Project Site, the CONTRACTOR was unable to perform critical path Work for a continuous period of more than eight (8) hours on each specific day;

c. The CONTRACTOR had taken precautions, such as, but not limited to, proper drainage, temporary drainage or diversion, and pumping (including pre- and post-shift pumping) to mitigate the impact of such unfavorable weather conditions;

d. The CONTRACTOR was scheduled, and actually attempted, to perform Work.

e. The CONTRACTOR took prudent, appropriate, and necessary steps to secure the site, including, but not limited to, securing, and storing materials and equipment, and removing materials and equipment, in advance of unfavorable weather conditions.

13.1.3 All time limits stated in the Contract Documents are of the essence of this Agreement. The provisions of this Article, however, shall under no circumstance preclude recovery of liquidated damages by the COUNTY.

13.1.4 As a condition precedent to receiving an extension of the Contract Time for delay on any portion of the Work, the CONTRACTOR shall reasonably reschedule the Work so as to minimize the impact of the delay and to allow continued progress on the unaffected portions of the Work.

ARTICLE 14 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

14.1 Warranty and Guarantee. The CONTRACTOR warrants and guarantees to the COUNTY that all materials and requirements will be new unless otherwise specified, and that all Work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article for a minimum period of one year following the date of Final Acceptance. To the extent the Work may be required in order to achieve and maintain compliance with any permit issued by any federal or state authority (e.g., mitigation planting required as a condition of a permit by the Southwest Florida Water Management District) and no written final approval by said authority has been received within one year following Final Acceptance, the CONTRACTOR shall warrant and guarantee that portion of the Work beyond one (1) year and until such time as written final approval has been issued by the applicable authority. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents, or to such inspections, tests, approvals, or to any and all applicable building, construction and safety requirements, shall be considered defective. The PROJECT MANAGER shall give notice of all defects to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article.

14.2 Tests and Inspections

14.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority with jurisdiction over the Contractor or the Work require the Work, or any portion thereof, to be specifically inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR shall give the PROJECT MANAGER timely Notice when the Work to be tested is ready for testing. The testing firm(s) shall be supplied by the CONTRACTOR, subject to the approval of the COUNTY in its absolute discretion, and all inspections, tests, or approvals to be provided by the CONTRACTOR

shall be timely identified in writing by the CONTRACTOR to the PROJECT MANAGER. For all required inspections, tests, and approvals on any Work prepared, performed, or assembled away from the Site, the CONTRACTOR will furnish the PROJECT MANAGER with the required certificates of inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or by the Contract Documents. Prior to testing, the CONTRACTOR shall secure the written approval of the PROFESSIONAL as to the testing for or laboratory to conduct any tests. Materials or Work in place that fail to pass acceptability tests, or where the test results provided by the CONTRACTOR appear to the COUNTY to be unreliable in any way, shall be retested by a testing firm selected by the COUNTY, through the PROJECT MANAGER upon the instructions of the DIRECTOR, and at the sole expense of the CONTRACTOR. The rates charged the CONTRACTOR pursuant to this Article shall be those found in the current annual Testing Contract of the COUNTY, if any, or otherwise in an Exhibit hereto.

14.2.2 Neither observations by the PROFESSIONAL or the PROJECT MANAGER, nor inspections, tests, or approvals by persons other than the CONTRACTOR, shall relieve the CONTRACTOR of the obligation to perform the Work in accordance with the requirements of the Contract Documents.

14.3 Access to the Work. For the duration of the Project, the PROFESSIONAL and representatives thereof, other designated representatives of the COUNTY, and authorized representatives of any regulatory agency with jurisdiction over the Work or any aspect thereof, shall at all times be given access to the Work. The CONTRACTOR shall provide proper facilities for such access and observation of the Work, and also for any inspection or testing by others.

14.4 Uncovering the Work

14.4.1 If any Work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the PROJECT MANAGER, or if any Work is covered contrary to the request of the PROJECT MANAGER, the Work shall, if requested by the PROJECT MANAGER, be uncovered for observation, inspection, testing or approval, and replaced at the sole expense of the CONTRACTOR.

14.4.2 If any Work has been covered which either the PROFESSIONAL or the PROJECT MANAGER has not specifically requested to observe, or if the PROFESSIONAL or the PROJECT MANAGER considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, upon the written request of the PROJECT MANAGER, shall uncover, expose, or otherwise make available for observation, inspection, or testing that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the CONTRACTOR alone shall bear the expense of such uncovering, exposure, observation, inspection, testing, and satisfactory reconstruction. If, however, such Work is not found

to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price, or an extension of the Contract Time, or both, to the extent directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction, but only if the CONTRACTOR initiates a claim as provided in Articles 11, 12 and 13.

14.5 Stop Work. When Work is defective, or when the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or to make prompt payments to SUBCONTRACTORS for labor, materials, or equipment, or if the CONTRACTOR violates any provision of these Contract Documents, the DIRECTOR may order the CONTRACTOR to stop the Work until the cause for such order has been eliminated. However, this right of the DIRECTOR to stop the Work shall not give rise to any duty on the part of the DIRECTOR to exercise this right for the benefit of the CONTRACTOR or any other party. The CONTRACTOR shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order issued under this paragraph.

14.6 Correction or Removal of Defective Work

14.6.1 When directed by the COUNTY or its PROJECT MANAGER, the CONTRACTOR shall promptly, without cost to the COUNTY and as specified by the COUNTY or its PROJECT MANAGER, either correct the defective Work whether fabricated, installed, or completed, or remove it from the Site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice from the COUNTY or its PROJECT MANAGER, the COUNTY may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the CONTRACTOR or deducted from payment to CONTRACTOR. The CONTRACTOR will also bear the expense of correcting or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

14.6.2 After approval of final payment, and prior to the expiration of one (1) year after the date of Final Completion, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract documents, if any Work is found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, the CONTRACTOR shall promptly, without cost to the COUNTY and in accordance with the written instructions of the COUNTY, either correct such defective Work, or if it has been rejected by the COUNTY, remove it from the Site and replace it with non- defective Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, the COUNTY may have the defective Work corrected, removed, or replaced. The CONTRACTOR will pay all direct and indirect costs of such action.

14.7 Acceptance of Defective Work. If, instead of requiring the correction, or the removal and replacement, of defective Work the COUNTY prefers to accept it,

the COUNTY may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the CONTRACTOR shall pay to the COUNTY an appropriate sum to compensate for the defect in the Work.

14.8 Neglected Work by Contractor

If the CONTRACTOR neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the PROJECT MANAGER may direct the CONTRACTOR to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen, and/or equipment, and working extended hours and additional days, all at no cost to the COUNTY, in order to put the Project back on schedule. If the CONTRACTOR fails to correct the deficiency or take appropriate corrective action, the COUNTY may terminate the Contract or the right of the CONTRACTOR to proceed with that portion of Work and may have the Work done by others. The cost of completion under such procedure shall be charged against the CONTRACTOR. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the COUNTY.

When the CONTRACTOR is more than ten percent (10%) behind schedule, based on the approved Project Schedule, the PROJECT MANAGER may deduct from any progress payment to the CONTRACTOR a sum equal to the liquidated damages for the number of days behind schedule. Additional withholding may be made if the PROJECT MANAGER determines the Work cannot be completed for the unpaid balance of the Contract Price.

Should the CONTRACTOR work weekends or holidays to regain the schedule, all costs to the COUNTY of associated inspections, construction management and resident engineering shall be identified to the CONTRACTOR, and the Contract Price shall be reduced by a like amount via Change Order.

ARTICLE 15 – PAYMENT AND COMPLETION

15.1 Schedule of Values

15.1.1 Prior to submitting the first Draft Payment Request, the CONTRACTOR shall submit to the PROJECT MANAGER a final Schedule of Values and, if previously requested by the PROJECT MANAGER, cash flow projection for all activities of the Work shown on the accepted schedule, including quantities and unit prices totaling to the Contract Price. This Schedule of Values shall be satisfactory in form and substance to the PROJECT

MANAGER and the DIRECTOR and shall subdivide the Work into component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for progress payments during construction. Unsupported or unreasonable allocation of the Contract Price to any one activity shall be justification for rejection of the Schedule of Values. Upon approval of the Schedule of Values by the PROJECT MANAGER, with the consent of the DIRECTOR, it shall be incorporated into the most recent COUNTY-approved Application for Payment form. The CONTRACTOR shall not submit an unbalanced Schedule of Values that provides for overpayment to the CONTRACTOR on activities that would be performed first. The Schedule of Values shall be revised, as necessary, and resubmitted until acceptable to PROJECT MANAGER and the DIRECTOR. Once the schedule has been accepted by the PROJECT MANAGER, with the consent of the DIRECTOR, the COUNTY reserves the right, at its exclusive option, to require at any time that the CONTRACTOR honors a particular price contained in the Schedule of Values, if the activity pertaining to it is being deleted or modified.

15.1.2 On unit price contracts, the Schedule of Value shall be in accordance with the Bid Proposal (Part III).

15.1.3 No payment can be made, and no Draft Payment Request or Application for Payment submitted or accepted, until the PROJECT MANAGER with the consent of the DIRECTOR has approved the Schedule of Values, including the activity dollar resources and the CONTRACTOR has submitted a copy of the recorded Performance and Payment Bonds. Every Draft Payment Request and Application for Payment shall delineate all activities on the schedule, the approved value, previous Work completed, current percentage complete requested, and value of percentage requested.

15.1.4 The cash flow projection, if required, shall be a monthly projection of the value of Work in place. If the actual cash flow (represented by the Application for Payment) for any month is less than eighty-five percent (85%) of the projected amount for that month, then the CONTRACTOR may be barred from bidding on other COUNTY projects until the value of Work in place is corrected and within at least ninety-five (95%) of the projected value.

15.2 Draft Payment Requests and Application for Payment

15.2.1 As a strict condition precedent to the submission of any Application for Payment, the CONTRACTOR shall first submit to the PROJECT MANAGER a Draft Payment Request, which shall be on the most recent COUNTY-approved Application for Payment form, and clearly designated by the word “DRAFT” in the top-right corner of each page. The Draft Payment Request shall include all documentation that the CONTRACTOR must submit in connection with the Application for Payment, including a proposed Schedule of Values that properly reflects all Work to the date of the request. The PROJECT MANAGER shall promptly review the Draft Payment Request and proposed Schedule of Values for possible errors, deficiencies, discrepancies, or disputes. If the PROJECT MANAGER, with

the consent of the DIRECTOR, determine(s) that the Draft Payment Request and proposed Schedule of Values are acceptable as originally submitted, the PROJECT MANAGER shall, within ten (10) business days of their receipt, direct the CONTRACTOR in writing to prepare and submit the Application for Payment, all in proper form and suitable for signature, to the designated reviewer named below. The PROJECT MANAGER shall also provide a contemporaneous copy of that notice to the designated reviewer. If the PROJECT MANAGER, with the consent of the DIRECTOR, determines that errors, deficiencies, discrepancies, or disputes exist as to any of the amounts claimed by the CONTRACTOR, the PROJECT MANAGER shall promptly notify the CONTRACTOR in writing of the existence thereof, and the PROJECT MANAGER and the CONTRACTOR shall work informally and in good faith to resolve the problems identified. Should a complete resolution not be achieved within ten (10) business days following the receipt by the PROJECT MANAGER of the Draft Payment Request and proposed Schedule of Values, then the PROJECT MANAGER shall notify in writing the designated reviewer as to the unresolved matters, and the CONTRACTOR may proceed to prepare and submit the Application for Payment to the designated reviewer.

The designated reviewer for this Project shall be:

Branford Adumuah, P.E., Public Works Department Director
4454 Grand Boulevard
New Port Richey, FL 34652

15.2.2 Application for Payment shall be made no earlier than thirty (30) days after the Contract Time has commenced, and monthly thereafter, but not more often than once a month. The Application for Payment, when submitted, shall be filled out accurately and signed by the CONTRACTOR, covering the Work completed as of the date of the Application and supported by such data as required by the COUNTY. The CONTRACTOR shall certify in writing that all SUBCONTRACTORS and suppliers have been paid for acceptable Work and materials from previous progress payments received; less any retainage, prior to the receipt of any further progress payments. The CONTRACTOR shall submit an Application for Payment on the most recent COUNTY-approved form, and which shall include the aforementioned certification. If payment is requested on the basis of materials or equipment not incorporated in the Work, but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data as will establish the title of the COUNTY to the material and equipment and protect its interest therein, including applicable insurance. Payment for stored materials, in whole or in part, shall be at the sole discretion of the COUNTY. The CONTRACTOR may request payment by electronic funds transfer (EFT). Each Application for Payment after the first payment must also be accompanied by an inclusive Record of Change Order (RCO) listing requested Change Orders and the final Change Order cost through completion of PROJECT.

15.2.3 Upon receipt by the designated reviewer, the Application for Payment shall be

date stamped “Received” and forwarded to the Office of the Clerk of the Court for pre-audit review and processing. If the Office of the Clerk of the Court determines the Application for Payment to be deficient in any respect, it shall so notify the PROJECT MANAGER in writing within fifteen (15) business days of the date the Application for Payment was stamped as received by the COUNTY, specifying the deficiencies and the requisite action to render the Application for Payment proper. The deficiencies to be identified by the Office of the Clerk of the Court shall specifically include disputed portions of the total amount claimed by the CONTRACTOR. Upon receipt of notice from the Office of the Clerk of the Court, the PROJECT MANAGER shall immediately, and in no event more than twenty (20) business days of the date the Application for Payment was stamped as received by the COUNTY, forward a copy of the written determination by the Office of the Clerk of the Court to the CONTRACTOR and request that the Application for Payment be corrected.

In the event the deficiency in the Application for Payment relates solely to a disputed portion of the total amount claimed, the COUNTY shall pay the undisputed portion within twenty (20) business days of the date the Application for Payment was stamped as received by the COUNTY. Any Application for Payment that has been corrected as to deficiencies identified by the Office of the Clerk of the Court shall be paid within ten (10) business days of the date the corrected Application for Payment was stamped as received by the COUNTY; otherwise, the CONTRACTOR shall be notified within that time of the failure to correct the deficiencies and shall be afforded a second opportunity to correct the Application for Payment.

If, following the second attempt by a CONTRACTOR to submit a proper Application for Payment, the COUNTY continues to find the Application for Payment deficient; it shall so notify the CONTRACTOR in writing within ten (10) business days of when the corrected Application for Payment was received by the COUNTY. The CONTRACTOR shall thereafter have thirty (30) calendar days in which to request an administrative review of the dispute, submitting a concise written summary of its position and any supporting documents to the COUNTY ADMINISTRATOR by an acceptable delivery method. Acceptable delivery methods are limited to the following: 1) hand delivery; 2) pre-paid, certified United States first-class mail, return receipt requested; 3) a nationally recognized overnight courier service, such as Federal Express. Delivery shall be to:

Dan Biles, County Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 350
New Port Richey, Florida 34654

The COUNTY ADMINISTRATOR or his authorized designee, which designee shall not be directly affiliated with the Department managing the Project, shall review the materials submitted by the CONTRACTOR and may solicit and consider relevant information and materials from the managing DEPARTMENT and the Office of the Clerk of the Court. The

COUNTY ADMINISTRATOR or authorized designee shall render a final decision on behalf of the COUNTY within sixty (60) calendar days of the date the second corrected Application for Payment was stamped as received by the COUNTY. Should the CONTRACTOR fail to submit a first or second corrected Application for Payment, or otherwise fail to request an administrative review on a timely basis, the CONTRACTOR shall be deemed to have waived any claims in dispute.

15.2.4 As a strict precedent to payment of the first Application for Payment, the CONTRACTOR must provide a certified copy of the recorded Performance and Payment Bonds for the Project, if not previously provided to the COUNTY.

15.2.5 Beginning with the second request of the CONTRACTOR for payment, the CONTRACTOR shall submit a properly executed Waiver of Lien – Progress Payment (Waiver of Lien), on the most recent COUNTY-approved form, from each SUBCONTRACTOR whose work appeared on the prior Application for Payment, and for which the CONTRACTOR has been paid. All unpaid or contested amounts must be listed on each Application for Payment until paid or resolved. If the CONTRACTOR is unable to obtain the required Waiver of Lien, a properly executed Written Consent from the SURETY for the CONTRACTOR may be accepted in lieu thereof. In the event the CONTRACTOR is unable to furnish either a Waiver of Lien from a SUBCONTRACTOR or the Written Consent from the SURETY, the COUNTY may withhold the disputed amount until the CONTRACTOR can provide one of these two documents.

15.3 Retainage

15.3.1 All progress payments shall be subject to the retention of five percent (5%) retainage. Nothing herein shall limit the DIRECTOR's discretionary authority to release retainage held by the COUNTY as provided in Section 218.735(8), F. S.

15.3.2 For any payment of retainage to the Contractor attributable to the labor, services or materials provided by one or more SUBCONTRACTORS or suppliers the Contractor must timely remit payment of such retainage to such SUBCONTRACTORS or suppliers.

15.4 Warranty of Title of CONTRACTOR. If at any time there shall be evidence of any claim for which, if established, the COUNTY might become liable, and which may be chargeable to the CONTRACTOR, or if the CONTRACTOR shall incur any liability to the COUNTY, or the COUNTY shall have any claim or demand against the CONTRACTOR, of any kind or for any reason, whether related to or arising out of this Agreement or any other agreement between the CONTRACTOR and the COUNTY, and whether or not reduced to judgment or award, the COUNTY shall have the right to retain out of any payment due the CONTRACTOR, or which may become due to the CONTRACTOR, under this Agreement or any other Agreement between the CONTRACTOR and the COUNTY, an

amount sufficient to indemnify the COUNTY against such claim, and/or to compensate the COUNTY for, and fully satisfy, such liability, claim or demand, and to charge or deduct all cost of defense or collection with respect thereto, including, but not limited to, reasonable attorneys' fees, expert consultant fees, and expert witness fees. Should any claim develop after final payment has been made, the CONTRACTOR shall refund to the COUNTY all monies that the latter may be compelled to pay in discharging such claims, or that the latter may have incurred in collecting said monies from the CONTRACTOR.

15.5 Rejection of Applications for Payment by the Director. The DIRECTOR may refuse to approve the whole or any part of any payment if, in the opinion of the DIRECTOR, the DIRECTOR is unable to make the representation that the Application for Payment is acceptable to the COUNTY. The DIRECTOR may also refuse to approve any such Application for Payment or because of subsequently discovered evidence, or the results of subsequent inspections or tests, nullify any such payment previously approved to such extent as may be necessary, in the opinion of the DIRECTOR, to protect the COUNTY from loss because:

a. The Work is defective;

b. The Critical Path Method (CPM) schedule or another method of scheduling, as directed, and regular updates, as described in the Technical Specifications, have not been submitted or accepted;

c. Claims have been filed against the COUNTY for which the CONTRACTOR may be liable;

d. The Contract Price has been reduced because of Change Order(s);

e. The COUNTY has been required to correct defective Work or to complete the Work in accordance with Article 14;

f. Approved Maintenance of Traffic Plan (MOT) or revisions thereto, as directed by the PROJECT MANAGER, have not been submitted;

g. The Work was executed unsatisfactorily, or the CONTRACTOR failed to clean up as required in Article 7, failed to control dust, failed to control traffic, or otherwise has failed to comply with these Contract Documents.

15.6 Substantial Completion. When the CONTRACTOR believes Substantial Completion has been achieved on the Project, the CONTRACTOR shall certify in writing to the PROJECT MANAGER that the entire Project is substantially complete in accordance with the Contract Documents and that all test reports

required under the Contract verifying compliance with the Contract Documents have been provided to the COUNTY and request that the PROJECT MANAGER issue a Certificate of Substantial Completion. Thereafter, the PROJECT MANAGER, assisted by other personnel as required, along with the CONTRACTOR, shall undertake an inspection of the Project to determine the status of completion in accordance with the contract specifications. After inspection, if the PROJECT MANAGER does not believe Substantial Completion has been attained with respect to the Project, the PROJECT MANAGER will notify the CONTRACTOR in writing, giving specific reasons why the Project is not substantially complete. If the PROJECT MANAGER considers the Project substantially complete, then upon approval by the DIRECTOR, the PROJECT MANAGER shall issue a Certificate of Substantial Completion signed by the DIRECTOR. This Certificate of Substantial Completion shall fix the date of Substantial Completion and will define the remaining deficiencies with respect to the elements outlined in the specifications of this Contract.

15.6.1 Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance and operations and other requirements required for Substantial Completion are in place.

15.7 Partial Utilization. Where a portion of a Project is sufficiently completed to allow Beneficial Occupancy, but any significant other portions(s) remain(s) uncompleted, the PROJECT MANAGER, with the consent of the DIRECTOR, may direct the CONTRACTOR to permit the COUNTY to take control of the sufficiently completed portions(s), and to operate and utilize said portion(s) by taking Beneficial Occupancy thereof, if the COUNTY believes such use will not significantly interfere with construction of the other parts of the Project. If the CONTRACTOR is of the opinion that said Beneficial Occupancy is not in the best interests of the COUNTY, it shall give the COUNTY Notice of such an opinion, include with said Notice a statement of every reason that certification of Beneficial Occupancy should not be issued. Otherwise, the CONTRACTOR shall certify to the COUNTY that all critical elements of that part of the Project are sufficiently complete to allow the COUNTY to take Beneficial Occupancy thereof, and request the PROJECT MANAGER to prepare a Certificate of Beneficial Occupancy for said portion(s) of the Project. Thereafter, the PROJECT MANAGER, assisted by other personnel as required, along with CONTRACTOR, shall make an inspection of said portion(s) of the Project to determine the status of completion. If the PROJECT MANAGER considers the portion(s) of the Project so inspected to be ready and appropriate for Beneficial Occupancy, then with the consent of the DIRECTOR, the PROJECT MANAGER will deliver to the CONTRACTOR a Certificate of Beneficial Occupancy to that effect, fixing the date of Beneficial Occupancy as to said portion(s) of the Project, attaching punch list of items to be completed or corrected before final payment on the total Contract, and fixing responsibility between the COUNTY and CONTRACTOR for

any outstanding obligations on that part of the Project. The COUNTY shall have the right to occupy and use the portion(s) of the Project after date of Beneficial Occupancy for the portion(s) covered by the Certificate of Beneficial Occupancy, but the PROJECT MANAGER will allow the CONTRACTOR reasonable access to complete or correct items on the list. Acceptance of Beneficial Occupancy shall not negate the obligation of the CONTRACTOR to meet any milestone requirements, including the respective dates of Substantial Completion and Final Completion for the entire Project, as said dates may have been set forth in the Contract Documents. Although Beneficial Occupancy may be established for a portion of the Project, warranties for that portion shall not commence until the date of Final Acceptance by the COUNTY, unless the Contract Documents expressly provide otherwise.

15.8 Final Completion

15.8.1 Upon written notice from the CONTRACTOR that the Project is complete, the PROJECT MANAGER shall schedule a final inspection with the CONTRACTOR and any other personnel requested by the PROJECT MANAGER. The PROJECT MANAGER shall, if necessary, notify the CONTRACTOR in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. Should the CONTRACTOR receive notice of such defective or non-conforming Work, the CONTRACTOR shall immediately take all such action as may be necessary to remedy these defects and bring the Project into full compliance with the Contract Documents, following which the CONTRACTOR shall request another such inspection, subject to the procedures and conditions set forth in this paragraph.

15.8.1.1 Final Completion of the Work shall be deemed achieved by the CONTRACTOR when all Work required under the Contract Documents has been satisfactorily completed in accordance with the contract specifications.

15.8.1.2 After the PROJECT MANAGER has determined that all Work has been completed, the PROJECT MANAGER, with the approval of the DIRECTOR, will issue a Certificate of Final Completion for the Work signed by the DIRECTOR. Warranties will commence on the date of Final Completion.

15.9 Application for Final Payment. After PROJECT MANAGER has issued the Certificate of Final Completion for the Work, the CONTRACTOR may make Application for Final Payment, following the procedure for progress payments. The final Draft Payment Request and Application for Payment shall be accompanied by an Affidavit of Payment of Debts and Claims by the CONTRACTOR, a Subcontractor's Waiver of Lien – Final Payment for each subcontractor, as applicable, as well as the Certificate of Final Completion, Certificate of Occupancy or of Beneficial Occupancy (if appropriate), and the Consent of Surety to Final Payment when required, all submitted on forms

provided by the COUNTY. Where Certificates of Beneficial Occupancy have been issued for portions of the Project in accordance with Article 15.7, they shall be maintained in the Project file.

15.10 Approval of Final Payment. If, on the basis of the observations and review of Work during construction by the PROJECT MANAGER, the final inspection; a review of the Draft Payment Request, and all conditions required by the Contract Documents for Final Acceptance, the DIRECTOR, upon the recommendation of the PROJECT MANAGER, is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of its obligations under the Contract Documents (including but not limited to the submission of final as-built plans in hard copy and PDF form and all warranties), the PROJECT MANAGER will, within twenty (20) days of receipt of the Draft Payment Request shall, in writing, direct the CONTRACTOR to prepare and submit the final Application for Payment, all in proper form and suitable for signature, to the designated reviewer, and provide a contemporaneous copy of this written notice to the designated reviewer. Processing shall thereafter proceed pursuant to paragraph 15.2.3 hereof If the PROJECT MANAGER, with the consent of the DIRECTOR, determines that errors, deficiencies, discrepancies, or disputes exist as to any of the amounts claimed by the CONTRACTOR, the PROJECT MANAGER shall, in writing, promptly notify the CONTRACTOR of the existence of any such errors, deficiencies, discrepancies, or disputes, and the CONTRACTOR shall work informally and in good faith to resolve the problems identified. Should a complete resolution not be achieved within twenty (20) business days following the receipt by the PROJECT MANAGER of the Draft Payment Request and proposed Schedule of Values, then the PROJECT MANAGER shall notify in writing the designated reviewer as to the unresolved matters, and the CONTRACTOR may proceed to prepare and submit the final Application for Payment to the designated reviewer for processing in accordance with paragraph 15.2.3 hereof.

15.11 Continuing Obligation of the CONTRACTOR. The obligation of the CONTRACTOR to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. The approval by the COUNTY of any progress payment or Final Payment, the issuance of a Certificate of Substantial Completion, any payment by the COUNTY to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by the COUNTY (with or without issuance of a Certificate of Beneficial Occupancy), the issuance of a Certificate of Final Completion, the occurrence or absence of any act of acceptance by the COUNTY, or any correction of defective Work by the COUNTY shall not constitute, or be deemed or construed to constitute, an acceptance of Work not in accordance with the Contract Documents, as amended by any properly executed Change Order(s) issued during the term of the Contract.

15.12 Waiver of Claims. The making of an Application for Final Payment, or

acceptance of Final Payment, shall constitute an absolute waiver of any and all claims by the CONTRACTOR against the COUNTY, except for those previously submitted in writing in accordance with the Contract Documents.

15.13 Liquidated Damages. When the CONTRACTOR is in default for nonperformance within the stipulated Contract Time, including any intermediate Milestone Dates, the PROJECT MANAGER will notify the CONTRACTOR in writing within thirty (30) days after the intermediate Milestone Date, Substantial Completion Date, or Final Completion Date, and shall deduct the daily liquidated damages in the amount stated in the Contract Documents from any monies due the CONTRACTOR. The DIRECTOR, however, retains discretion to recommend to the BOARD that any portion or all of the liquidated damages be waived in order to advance the best interests of the COUNTY. The deduction of liquidated damages shall be in addition to any retainage withheld. Additional liquidated damages, if any, may be indicated in the circumstances referenced in Subpart C, Technical Specifications, of this Part II of the Contract Documents. Any failure of the COUNTY to provide written notice to the CONTRACTOR within the applicable thirty (30) day period of its intent to assess liquidated damages shall not constitute a waiver of the right of the COUNTY to liquidated damages, or otherwise relieve the CONTACTOR of liability for liquidated damages.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.1 Suspension of Work. The DIRECTOR may, at any time, suspend the Work or any portion thereof for a continuous period of not more than ninety (90) days by issuing to the CONTRACTOR a Notice of Suspension. The PROJECT MANAGER, with the consent of the DIRECTOR, shall fix the date on which Work shall be resumed, and the CONTRACTOR shall resume the Work on the date so fixed. The CONTRACTOR shall be allowed an extension of the Contract Time, if directly attributable to any such suspension, as the sole compensation and remedy for the suspension, provided it makes a proper claim for same as provided for in Article 13. The CONTRACTOR shall, under no circumstances, be entitled to any damages or additional compensation for any such suspensions.

16.2 Termination of Work

16.2.1 If the CONTRACTOR is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for it or for any of its property, if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, if it repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or make prompt payments to SUBCONTRACTORS, or prompt payments for labor, materials, or equipment; if it disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction; if it fails to submit the bonds and Certificates of Insurance within the times required by Article 6 of this Agreement; if it disregards the authority of the PROFESSIONAL; or if it otherwise materially violates any provisions of the Contract

Documents, then the BOARD may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its SURETY seven (7) days written notice, terminate the services of the CONTRACTOR. Upon termination the COUNTY shall take possession of the Project, and may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and may finish the Work by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds the unpaid balance, the CONTRACTOR shall pay the difference to the COUNTY. Such cost incurred by the COUNTY shall be incorporated in a Change Order. If, after the issuance of Notice of Termination of this Agreement, it is determined for any reason that the CONTRACT was not in default, or that its default was excusable, or that the COUNTY was not entitled to the remedy against CONTRACTOR provided herein, the termination will be deemed to be a termination for convenience pursuant to paragraph 16.2.3, and the remedies of the CONTRACTOR against the COUNTY shall be the same as, and limited to, those afforded under said paragraph.

16.2.2 Where the services of the CONTRACTOR have been so terminated pursuant to paragraph 16.2.1 by the COUNTY, said termination shall not affect any rights of the COUNTY against the CONTRACTOR then existing, or which may thereafter accrue. Any retention or payment of monies by the COUNTY due the CONTRACTOR will not release the CONTRACTOR from any liability whatsoever.

16.2.3 Termination for Convenience

16.2.3.1 In return for good and valuable consideration in the amount of $100.00, the receipt of which is acknowledged by the CONTRACTOR, the COUNTY may terminate the required performance of Work by the CONTRACTOR under this Agreement, in whole or in part, whenever the COUNTY shall determine that such complete or partial termination is in the best interest of the COUNTY. Any such termination shall be affected by delivery to the CONTRACTOR of a Notice of Termination for Convenience, specifying the extent to which the performance of Work under the Agreement shall be terminated, and the date upon which such termination shall be effective.

16.2.3.2 After receipt of a Notice of Termination for Convenience, and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

a. Stop Work under this Agreement on the date, and to the extent, specified in the Notice of Termination for Convenience;

b. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for the full and proper completion of that portion of the Work under this Agreement not to be terminated;

c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination for Convenience;

d. In the sole and absolute discretion of the COUNTY, the CONTRACTOR shall either:

i. Assign to the COUNTY, in the manner, at the time, and to the extent directed by the PROJECT MANAGER, with the consent of the DIRECTOR, all of the right, title, and interest of the CONTRACTOR under some or all of the orders and subcontracts so terminated; or

ii. Settle all outstanding liabilities and all claims arising out of such termination of unassigned orders and subcontracts.

e. Transfer title and deliver to the COUNTY, in the manner, at the times and to the extent, if any, directed by the PROJECT MANAGER, with the consent of the DIRECTOR, the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination for Convenience.

f. Complete performance of that part of the Work not terminated by the Notice of Termination for Convenience.

g. Take all such action as may be necessary or prudent, or as the COUNTY may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the CONTRACTOR and in which the COUNTY has, or may acquire, an interest.

16.2.3.3 After the receipt of a Notice of Termination for Convenience, the CONTRACTOR shall submit to the COUNTY its termination claim, in the form and with the certification set forth in paragraph 11.1.6. Such claim shall be submitted

promptly, but in no event later than four (4) months from the effective date of termination, unless one or more extensions in writing are granted by the DIRECTOR in his absolute discretion. No claim will be allowed for machinery and equipment rental expense incurred after the effective date of the Notice of Termination for Convenience. Upon the failure of the CONTRACTOR to submit its termination claim within the time allowed, the COUNTY shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the Termination for Convenience.

16.2.3.4 The CONTRACTOR and the COUNTY may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the complete or partial Termination for Convenience, which amount or amounts may include a reasonable allowance for profit on Work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made, and as further reduced by the Contract Price of Work not terminated. The Agreement shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.

16.2.3.5 In the event of the failure of the CONTRACTOR and the COUNTY to agree, as provided in paragraph 16.2.3.4, on the whole amounts to be paid to the CONTRACTOR by reason of any Termination for Convenience, the COUNTY shall determine, on the basis of information available to it, with respect to all Work performed prior to the effective date of the Notice of Termination for Convenience, the total (without duplication of any items) cost of such work and a sum, as profit, equal to seven (7) percent of said cost of the Work; provided, however, that if it appears that the CONTRACTOR would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate adjustment shall be made, reducing the amount of the settlement to reflect the indicated rate of loss. In no event will the CONTRACTOR be entitled to recover any anticipated or lost profit.

16.2.3.6 The total sum to be paid to the CONTRACTOR shall not exceed the total Contract Price, as reduced by the amount of payment otherwise made, and as further reduced by the

Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that the COUNTY shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the CONTRACTOR the fair value, as determined by the COUNTY, of property which has been destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.

16.2.3.7 In arriving at the amount due the CONTRACTOR following a Termination for Convenience, there shall be deducted:

a. All unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this Agreement;

b. Any claim which the COUNTY may have against the CONTRACTOR in connection with this Agreement; and

c. The agreed price for, or the proceeds from the sale of, any materials, supplies, or other things kept by the CONTRACTOR or sold, pursuant to the provisions hereof, and not otherwise recovered by, or credited to, the COUNTY.

16.3 **Cross-Default**. Should the CONTRACTOR be determined by the COUNTY to be in default of this Agreement, such default shall constitute a default of all other contracts to which the COUNTY and the CONTRACTOR may be a party. The COUNTY, as a result, may pursue any and all remedies available to it up to and including termination of all such contracts between the parties.

ARTICLE 17 – MISCELLANEOUS

17.1 All specifications, drawings, and copies furnished by the COUNTY shall remain the property of the COUNTY. They shall not be used by anyone other than the COUNTY on any other Project and, with the exception of those sets that have been signed in connection with the execution of the Agreement, shall be returned to the COUNTY upon completion of the Project.

17.2 Should the COUNTY or the CONTRACTOR suffer injury or damage to their respective persons or property because of any error, omission, or act of the other, or of any of their respective employees, agents, or others for whose acts they may be legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.3 If the Contract Price exceeds $100,000, the CONTRACTOR shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7414 et seq.), as amended, and with Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.

17.4 Pending resolution of any claim or dispute between the COUNTY and the CONTRACTOR, unless otherwise agreed in writing by the COUNTY, the CONTRACTOR shall proceed diligently with Performance of the Project as directed by the COUNTY, and the COUNTY may continue to make payments in accordance with the Contract Documents.

17.5 **Project Representative.** The COUNTY may furnish a Project Representative and assistants to aid the PROJECT MANAGER in carrying out the responsibilities of the PROJECT MANAGER at the Site. The duties, responsibilities, and limitations of authority of the Project Representative are set forth in Article 10 of these General Conditions.

17.6 **Historical or Archaeological Deposits**. If, during the course of construction, evidence of deposits of historical or archaeological interest if found, the CONTRACTOR shall cease immediately operations affecting the find, and shall notify the PROJECT MANAGER, who shall notify the Regional Office of the Environmental Protection Agency and the State Historic Preservation Office. No further disturbance of the deposits shall ensue until CONTRACTOR has received written instructions from the PROJECT MANAGER. The PROJECT MANAGER will issue written instructions only after the state office has surveyed the find and made a determination to the Environmental Protection Agency and COUNTY. Compensation to CONTRACTOR, if any, for changes in construction shall be determined in accordance with changed conditions or change order provisions of the Contract Documents; provided however, in no event will the CONTRACTOR be entitled to damages or additional compensation for any delays incurred, and the sole remedy of the CONTRACTOR shall be to seek an extension of the Contract Time pursuant to the provisions of the Contract Documents.

17.7 **Compliance with Federal Immigration Laws**. The CONTRACTOR by signing the contract will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the CONTRACTOR by signing the Agreement verifies and affirms that it is in compliance with 8 USC Sec. 1342 prohibiting the employment either directly or by contract or exchange of unauthorized aliens by any CONTRACTOR during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by the COUNTY.

17.8 **Pesticides, Herbicides and Fertilizer Application** For those projects requiring the application of pesticides, herbicides and fertilizers, the Contractor must have

and maintain at his expense certificates and licenses issued by the Florida Department of Agriculture and Consumer Services (FDACS) for all pesticides, herbicides or fertilizers applicators he/she is planning to use to provide the services contracted herein. Current copies of licensees shall be provided upon demand at any time during the contact period.

17.9 **Federal No-Lead Standards** The Contractor shall comply with the "Safe Drinking Water Act" regulatory standards and any applicable regulations for lead content in all materials that will be in contact with potable water during the course of the Project.

ARTICLE 18 – MAINTENANCE OF RECORDS

18.1 The CONTRACTOR shall keep adequate records and supporting documentation applicable to this Project and Agreement. Said records and documentation shall be retained by the CONTRACTOR for a minimum of five (5) years from the date of final completion or termination of this Agreement. The COUNTY shall have the right to audit, inspect, and copy such records and documentation, and any and all such records of the CONTRACTOR as may relate to this, or any other, Project and Agreement between the CONTRACTOR and the COUNTY, or to any legal, administrative, or other action brought against the COUNTY by the CONTRACTOR or any other person, as often as the COUNTY deems necessary, during the period of this Agreement and for a period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The COUNTY during this period of time shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and supporting documentation. The CONTRACTOR shall, at all times, take all reasonable steps necessary to ensure and to enforce the right of the COUNTY to access the aforesaid documentation.

18.2 **PUBLIC RECORDS**. CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records

in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLIC WORKS, CYNTHIA CROCE AT 727-267-1394, CCROCE@PASCOCOUNTYFL.NET, OR 4454 GRAND BLVD., NEW PORT RICHEY, FL 34652.

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

ARTICLE 19 – APPRENTICES AND TRAINEES

19.1 When apprentices and trainees are utilized by the CONTRACTOR on the Work pursuant to this Agreement, the CONTRACTOR shall be governed by the provisions of Chapter 446, Florida Statutes.

ARTICLE 20 – EQUAL OPPORTUNITY COMPLIANCE PROVISIONS

20.1 During the performance of this Agreement, the CONTRACTOR agrees as follows.

20.1.1 General. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status.

20.1.2 Sanctions. In the event the CONTRACTOR fails to comply with any non-discrimination provision of this Agreement or with any such laws, regulations or orders, this Agreement may be cancelled, terminated, or suspended, in whole or part, and the CONTRACTOR may be declared ineligible for further COUNTY contracts by rule, regulation, or order of the BOARD, or as may otherwise be provided by law.

20.1.3 Subcontractors. The CONTRACTOR shall include the provisions of paragraphs 20.1.1 and 20.1.2 in every subcontract under this Agreement so that such provisions will be binding upon each SUBCONTRACTOR. The CONTRACTOR will take such action with

respect to any SUBCONTRACTOR as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance.

20.1.4 Federal Requirements. In the event this Agreement is funded, in whole or in part, from any federal governmental agency or source, the specific terms, regulations, and requirements governing the disbursement of these funds shall be incorporated by reference herein and become a part of this clause.

20.1.5 Equal Opportunity Laws, Regulations, and Requirements Throughout the term of this Agreement, the CONTRACTOR shall not violate any of the following federal or state laws, regulations, and requirements:

a. Federal

1. Section One of the Fourteenth Amendment to the United States Constitution.
2. Title VI of the Civil Rights Act of 1964.
3. Civil Rights Restoration Act of 1987.
4. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 and 1975.
5. Civil Rights Acts of 1866 and 1870.
6. Standards for a Merit System of Personnel Administration, 45 CFR 70.
7. Revised Order Number 4, 41 CFR 60-2.10.
8. Rehabilitation Act of 1973, P.L. 93-112.
9. Interagency Agreement dated March 23, 1973.
10. Executive Order 11914, Nondiscrimination with Respect to the Handicapped in federally assisted programs.
11. Age Discrimination Act of 1975 amended by P.L. 94-135.
12. Civil Rights Act of 1968. P.L. 90-284.
13. Veterans Readjustment Act.
14. Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
15. Office of Management and Budget Circular A-102, Attachment O.
16. Age Discrimination in Employment Act, as amended.
17. Federal Civil Rights Act of 1991.
18. Americans with Disabilities Act.

b. State

1. State Constitution (Preamble) and Section 13.251 (Powers and Purposes) protects citizens from discrimination because of race, national origin and religion.
2. Florida Statutes, Chapter 112.041, requires non-discrimination in employment by counties and municipalities because of race, color,

national origin, sex, handicap, or religious creed.

3. Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
4. Florida Statutes, Chapter 413.08, prohibits discrimination against physically disabled persons in employment.
5. Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
6. Florida Civil Rights Act of 1992.

ARTICLE 21 – ALLOWANCES

21.1 Allowance Categories. Because of the size, complexity and nature of the Project, the BOARD has determined it is in the best interest of the COUNTY to establish certain allowance categories for various portions of additional or revised work. The Allowance Work may consist of, but is not limited to, the following:

a. General Site Work;
b. Concrete Structures;
c. General Road Work;
d. Utility Work; and
e. Process Work.

The Allowance Work is included in the Contract Price and the Contract Work and shall be performed in full compliance with all requirements of the Contract Documents. The Contract Time also includes a number of calendar days reserved for performance of Allowance Work in accordance with this Article, calculated as follows: twenty percent (20%) of days allocated from the date the Contract Time commences to Final Completion (as awarded),or sixty (60) days, whichever is less, unless otherwise specified in the Contract Documents. The election of the Contractor's performance of Allowance Work and the allocation of Contract Time for such Allowance Work shall be within the sole discretion of the County.

21.2 Authorized Expenditures and Allocations of Time. All charges and time for Allowance Work must be pre-approved in writing by the COUNTY ADMINISTRATOR for the COUNTY or by his appropriately authorized designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the time, if any, required, and the price for the Allowance Work, and shall contain the authorized signature of the COUNTY ADMINISTRATOR, or his appropriately authorized designee. If the CONTRACTOR proceeds to perform any Allowance Work without the required AAR, the CONTRACTOR shall be deemed to have waived any rights it might otherwise have had to additional compensation or additional time, or both, for such Allowance Work. Any monies designated for Allowance Work remaining upon the completion of all Work shall be deducted from the Contract Price by an approved Change Order.

21.3 **Pricing of Allowance Work.** When the COUNTY has determined that it wishes to have the CONTRACTOR perform certain Allowance Work, the PROJECT MANAGER shall provide the CONTRACTOR with an allowance proposal request, identifying the Allowance Work to be performed, and requesting the CONTRACTOR to submit a price for such proposed Allowance Work. The CONTRACTOR shall submit a price for the proposed Allowance Work in a timely fashion, but in no event shall the CONTRACTOR expend more than five (5) days within which to submit its price on the proposed Allowance Work, unless the PROJECT MANAGER, with the consent of the DIRECTOR, permits a longer period of time. The CONTRACTOR shall prepare its price for the proposed Allowance Work in accordance with the pricing procedures established for Change Orders under Article 12.

21.4 **Allocation of Contract Time.** If the CONTRACTOR requests an allocation of Contract Time for performance of Allowance Work, the CONTRACTOR shall state with particularity in its response to the allowance proposal request of the COUNTY the reasons for its request and the manner in which performance of Allowance Work will affect the Contract schedule. The CONTRACTOR shall be entitled to an allocation of time for performance of Allowance Work only for the number of the days that the COUNTY ADMINISTRATOR or his designee determine to be appropriate, and then only to the extent such performance affects the ability of the CONTRACTOR to meet contract milestone dates. The COUNTY ADMINISTRATOR or his designee may not allocate more Contract Time for all Allowance Work hereunder than the number of calendar days designated for Allowance Work in the Agreement. If the COUNTY and CONTRACTOR agree on the time to be allocated for performance of Allowance Work, the time shall be stated in the AAR. The COUNTY ADMINISTRATOR or his designee may adjust any milestone dates affected by allocation of time for Allowance Work and shall state such adjusted milestone dates in the AAR. CONTRACTOR shall not be entitled to damages for delays or disruptions caused by performance of Allowance Work hereunder. An approved Change Order shall be used to deduct any time designated for Allowance Work remaining at the completion of all Work from the Contract Time.

21.5 **Disputes as to Price or Time.** If the COUNTY and CONTRACTOR agree on the price for proposed Allowance Work but cannot agree on the amount of time for such Work, or vice-versa, then the item agreed upon shall be stated in the AAR.

ARTICLE 22 – DISPUTE RESOLUTION

22.1 **Mediation.** As a condition precedent to filing any action in law or equity on any claim against the COUNTY that may be arise out of these Contract Documents or the subject thereof, the CONTRACTOR agrees to provide advance Notice to

the COUNTY of its intent to file a lawsuit or other action against the COUNTY. The CONTRACTOR further agrees to submit the dispute in good faith to non-binding mediation before a single mediator, pending completion of which any lawsuit or other action that may have been filed by or on behalf of, the CONTRACTOR shall be tolled. The costs for such mediation shall be split equally between the parties.

22.1.1 Venue for Mediation. The mediation shall be conducted at the West Pasco Government Center, located at 8731 Citizens Drive, New Port Richey, Florida, or at such other convenient location in New Port Richey as the mediator may determine.

22.1.2 Selection of Mediator. The mediator shall be selected from the official list of certified mediators maintained by the Circuit Court for the Sixth Judicial Circuit, in and for Pasco County, Florida or such other list as agreed upon by the parties. Said mediator shall possess a minimum of ten (10) years' experience in handling construction transactions and litigation.

22.1.3 Rules and Administration. Unless otherwise contrary to these Contract Documents, to any subsequent written expression of mutual intent executed by the parties, or to any provision of the law, the mediation shall be administered by the American Arbitration Association and conducted in accordance with its most recent Construction Industry Mediation Rules.

22.2 Governing Law. The Contract Documents shall be governed by and interpreted according to Florida law.

22.3 Venue and Jurisdiction. Any action brought under this Agreement or with respect to any claim arising from the subject matter thereof shall be brought and heard in a state court of competent jurisdiction at the West Pasco Judicial Center in New Port Richey, Pasco County, Florida. If the claim(s) that form the basis for any such action must be adjudicated in federal court, then venue for that action shall be in the United States District Court for the Middle District of Florida, Tampa Division.

22.4 Notice of Claim; Contractor Books and Records. As a condition precedent to the initiation by the CONTRACTOR of any claim (regardless of how such a claim or demand shall be entitled by the CONTRACTOR) against the COUNTY through administrative proceedings or in arbitration, or to the filing of any action in law or equity against the COUNTY, the CONTRACTOR shall, at least sixty (60) days in advance thereof, provide Notice to the COUNTY of its intent to pursue said claim, and for a period not less than fifteen days during the first (45) days following the date of the Notice, deliver to the COUNTY at the Office of the County Attorney in New Port Richey, Florida, for inspection and copying, all of the original books and records in the possession or control of the CONTRACTOR

which may be related, directly or indirectly to the claim or action, regardless of whether the COUNTY has affirmatively and expressly requested the same. In lieu of delivering the original books and records, the CONTRACTOR may, at its own expense, deliver to said Office of the County Attorney complete and legible photocopies of all such original books and records within thirty (30) days of the date of the Notice; however, nothing herein shall be construed to curtail the rights of the COUNTY to, *inter alia*, inspection and copying under Article 18 hereof.

REST OF PAGE LEFT INTENTIONALLY BLANK

BOND NO._____

PART II

EXHIBIT A

PUBLIC CONSTRUCTION BOND

Name of Contractor: _____

Principal Business Address: _____

_____

_____

Telephone: (_____)_____

Facsimile: (_____)_____

Name of Surety: _____

Principal Business Address:_____

_____

_____

Telephone: (_____)_____

Facsimile: (_____)_____

Owner of Property Being Improved:

Pasco County Board of County Commissioners
Attn: Purchasing Department
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone No. (727) 847 - 8194

Contracting Public Entity (if different from Owner): (N/A)

Contract Number Assigned by Public Entity (BOCC No.): _____

(Bid No.): IFB-RH-21-193

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

[ ] See Attachment ("Legal Description")

The general intent of this Contract is the repair and replacement of sidewalks as directed by the County throughout Pasco County.

BOND NO._____

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of $ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT, (hereinafter the "Contract"), the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents (including extension of time, alternatives or additions to the terms of the Contract or specifications referred to within), and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.

THIS BOND IS DATED THIS _____ day of _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:

PRINCIPAL: _____

_____
Witness

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

-OR-

_____
Witness

BY:_____(SEAL)
As Attorney in Fact (Attach Power)

_____
Witness

_____
Printed Name

_____
Business Address

(___)_____
Business Telephone Number

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

ATTEST:

SURETY: _____
Printed Name

_____
Business Address

_____

_____
Witness

BY: _____ (SEAL)
Authorized Signature

_____
Witness

_____
Printed Name

-OR-

_____
Witness

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

_____
Witness

_____
Printed Name

_____
License Number of Agent

COUNTERSIGNED (if applicable):

_____
Signed

_____
Agency Name

_____
Agent's License Number

_____
Agency Mailing Address

( ) _____
Agency Telephone Number

( ) _____
Agency Fax Number

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

BOND NO._____

PART II

EXHIBIT B

PAYMENT BOND FORM

Name of Contractor: _____

Principal Business Address: _____

_____

_____

Telephone: (_____)_____

Facsimile: (_____)_____

Name of Surety: _____

Principal Business Address:_____

_____

_____

Telephone: (_____)_____

Facsimile: (_____)_____

Obligee of Property Being Improved:

Pasco County Board of County Commissioners
Attn: Purchasing Department
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone No. (727) 847 - 8194

Contracting Public Entity (if different from Owner): (N/A)

Contract Number Assigned by Public Entity (BOCC No.):

(Bid No.): IFB-RH-21-193

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

[ ] See Attachment ("Legal Description")

The general intent of this Contract is the repair and replacement of sidewalks as directed by the County throughout Pasco County.

BOND NO._____

PAYMENT BOND

I. KNOW ALL PERSONS BY THESE PRESENTS: That _____, as Principal, whose address is _____, and _____, as Surety, whose address is _____ _____, are held and firmly bound unto the Board of County Commissioners, Pasco County, Florida, as Obligee in the sum of $ _____,__for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, the Principal has entered into a contract with Obligee, dated the _day of _____ _____, 20___, for ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT; in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

III. A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to section 255.05, Florida Statutes.

THIS BOND IS DATED THIS ___ day of _____, 20___ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:

PRINCIPAL: _____

_____
Witness

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

-OR-

_____
Witness

BY: _____(SEAL)
As Attorney in Fact (Attach Power)

_____
Witness

_____
Printed Name

_____
Business Address

( ) _____
Business Telephone Number

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

ATTEST:

SURETY: _____
Printed Name

_____
Business Address

_____

_____
Witness

BY: _____ (SEAL)
Authorized Signature

_____
Witness

_____
Printed Name

-OR-

_____
Witness

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

_____
Witness

_____
Printed Name

_____
License Number of Agent

COUNTERSIGNED (if applicable):

_____
Signed

_____
Agency Name

_____
Agent's License Number

_____
Agency Mailing Address

( ) _____
Agency Telephone Number

( ) _____
Agency Fax Number

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

PART II

EXHIBIT C

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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PART II

EXHIBIT D

ENDORSEMENT

Named Insured			Endorsement #
Policy Symbol	Policy #	Policy Period	Effective Date of Endorsement
Issued by (Name of Insurance Company)			

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

1. AMENDMENT -- NOTICE OF CANCELLATION OR MATERIAL CHANGE (DESIGNATED CONTRACT)

Only with respect to your contract scheduled herein, should any of the above -described policies be canceled or materially changed before the expiration date thereof, the Issuing Company will mail 30 days' prior written notice to the Certificate Holder named therein.

2. AMENDMENT -- ADDITIONAL INSURED (DESIGNATED CONTRACT)

Only with respect to your contract scheduled herein, Pasco County has been named as Additional Insured as respects the General and Automobile Liability Policies described herein.

3. AMENDMENT -- LIMITS OF LIABILITY

The limits of liability apply specifically to any liability claims arising during the course of this project.

CONTRACT SCHEDULE AND DESCRIPTION OF PROJECT

Authorized Agent _____ Date _____ .

PART II

EXHIBIT E

CONTRACTOR APPLICATION FOR PAYMENT
FROM PASCO COUNTY

(Please See Instructions at Page 8)

Section 1 – General Information and Current Payment Status

Project Title: ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT

Bid No.: IFB-RH-21-193

Task Name (if applicable): _____

Payment Application No.: _____

For Period From: _____ To: _____

CONTRACTOR: _____

Address: _____

Remittance Name: _____

Address: _____

If CONTRACTOR is requesting payment via electronic funds transfer (EFT), please complete the following:

Account Name: _____

Account No. _____

Bank Name: _____

ABA Route No. _____

AAR SUMMARY			
AAR No.	**Date Approved by COUNTY ADMINISTRATOR or his designee**	**Additive**	**Deductive**
TOTALS			

CHANGE ORDER SUMMARY			
C.O. No.	**Date Approved by Pasco BCC**	**Additive**	**Deductive**
TOTALS			

CONTRACT STATUS	
Initial Contract Price	**$**
Net Change By Change Orders (Additive Total Minus Deductive Total)	**$**
Contract Price To Date	**$**
Value of Work in Place	**$**
Value of Stored Materials	**$**
Total Earned	**$**
Retainage At _____%	**$**
Total Earned Less Retainage	**$**
Less Previous Payments	**$**
Less	**$**
Current Payment Total	**$**

Section 2 – Contractor Certification

The undersigned authorized representative certifies, on behalf of the above-referenced CONTRACTOR, and under penalty of perjury:

1. All amounts and items shown on this application are correct, and the requested Current Payment Total is $_____;

2. Any work performed, or materials supplied have been in accordance with the Contract Documents for the above-referenced Project;

3. The CONTRACTOR has clear title to any materials and equipment for which the CONTRACTOR is requesting payment as stored materials;

4. All amounts paid by the COUNTY to the CONTRACTOR in previous progress payments have been applied by the CONTRACTOR and its SUBCONTRACTORS to promptly pay, in proportionate amounts, all SUBCONTRACTORS, sub-subcontractors, suppliers, and others who have contributed work, equipment, or materials listed included in line items listed in the Schedule of Values of the previous Payment Applications, except as indicated on Attachment 1 hereto, which is incorporated herein by reference, and consists of _____ page(s);

5. The CONTRACTOR shall apply any sums paid by the COUNTY from this Application for Payment to SUBCONTRACTORS, sub-subcontractors, suppliers, and others who have contributed work, equipment, or materials included in line items listed in the Schedule of Values attached hereto (less retainage, if applicable), except as indicated on Attachment 2 hereto, which is incorporated herein by reference, and consists of __ page(s).

ATTEST:	CONTRACTOR:
By:_____	By:_____
Title:_____	Title:_____

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

Section 3 – Certification by Pasco County and PROFESSIONAL

Based on on-site observations and the data comprising this Application for Payment, the undersigned certifies that the Work in the above-referenced Project has progressed to the point indicated herein and to the best of my knowledge, information, and belief, is in accordance with the Contract Documents, thereby entitling the CONTRACTOR to payment of the amount certified herein.

Pasco County Inspector:

By:_____ Date:_____

PROJECT MANAGER*:

By:_____ Date: _____

* The PROJECT MANAGER may be a Pasco County Project Engineer or other appropriate County staff member.

PROFESSIONAL**

By:_____ Date: _____

** The PROFESSIONAL may be the County Engineer, Assistant Engineering Services Director, Division Engineer, other appropriate County staff member, or a private professional consultant.

INSTRUCTIONS FOR COMPLETING APPLICATION FOR PAYMENT

This form will be completed by the CONTRACTOR each time payment is requested in connection with the Project. This Application for Payment shall be accompanied by a Schedule of Values providing line-item detail for the project, Attachment 1, and Attachment 2.

Section 1: This section will be completed by the CONTRACTOR. The CONTRACTOR must provide all the information indicated on the form as a condition of processing and payment.

Section 2: This section will be completed by the CONTRACTOR. In this section, the CONTRACTOR shall provide certification with respect to the representations made in Section 1. The certification will be provided in accordance with the Contract Documents.

Section 3: This section must be completed by Pasco County Staff and/or the PROFESSIONAL designated by the COUNTY. The approval of the PROJECT MANAGER will always be provided. If the Pasco County Inspector or the PROFESSIONAL are not responsible for the activities to be certified, "N/A" shall be inserted in the designated signature space.

Part II

Exhibit E

Attachment 1 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Application for Payment No. and Corresponding Line Item Reference to Schedule of Values	Explanation

-or-

[ ] This page is not applicable, as no outstanding payment disputes exist with respect to any prior Application for Payment.

Contractor Signature

Attachment 2 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Corresponding Line Item Reference to Schedule of Values	Explanation

-or-

[ ] This page is not applicable, as no outstanding payment disputes exist with respect to the current Application for Payment..

_____

Contractor Signature

PASCO COUNTY, FLORIDA
APPLICATION FOR PAYMENT BY CONTRACTOR
SCHEDULE OF VALUES

CONTRACTOR: APPLICATION:

PROJECT: ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT APPLICATION DATE:

PROJECT NO.: IFB-RH-21-193 PERIOD:

ITEM NO.	DESCRIPTION	BID QUANTITY	UNIT PRICE	UNIT	ORIG.BID VALUE	**AAR** APPLICATION NO.	AAR QTY	AAR VALUE	**C.O.** APPLICATION NO.	C.O. QTY.	C.O. VALUE	TOTAL CONTRACT QUANT. TO DATE	TOTAL VALUE	PREVIOUSLY COMPLETED UNITS	PREVIOUSLY COMPLETED VALUE	COMPLETED THIS INVOICE UNITS	COMPLETED THIS INVOICE VALUE	COMPLETED TO DATE UNITS	COMPLETED TO DATE VALUE
					0.00			0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00

REMAINING VALUE
0.00
0.00
0.00

PART II

EXHIBIT F

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

Note: The General Contractor shall attach this statement to the Application for Final Payment.

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of General Contractors Principal, Officer or Authorized Representative)

the _____
(Title of General Contractors Principal, Officer or Authorized Representative)

of _____
(Name of General Contractor)

whose principle address is

_____
(Address of General Contractor)

on penalty of perjury, hereby affirms that pursuant to the provisions of the contract for

Project No: IFB-RH-21-193

Project Name: ANNUAL CONCREE SIDEWALK REPLACEMENT CONTRACT

All monies owed all subcontractors and material suppliers have been paid in full and that no outstanding debts or claims against the above Project exist.

ATTEST:

PRINCIPAL, OFFICER or AUTHORIZED REP.:

_____ _____

WITNESS

_____

WITNESS

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

PART II

EXHIBIT G

SUBCONTRACTOR'S WAIVER OF RIGHT TO
CLAIM AGAINST THE PAYMENT BOND
(Attachment to General Contractor's Application for Payment No. _____)
(PROGRESS PAYMENT)

Note: The General Contractor shall attach this statement to each Application for Payment beginning with the second Application for Payment. This statement is applicable to each subcontractor whose work appeared on the prior Application for Payment for which the General Contractor has been paid.

The undersigned:

_____ (Name of Subcontractor Representative),

the _____ (Title of Subcontractor Representative)

of _____ (Name of Subcontractor),

the principal address for which is _____, in

consideration of receipt of the sum of $_____, hereby waives its right to claim

against the payment bond for labor, services or materials furnished through _____(insert

date) to _____(insert date) for improvements to the following described Pasco County,

Florida project:

Project No.: IFB-RH-21-193

Project Name: ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT

General Contractor: _____

This waiver does not cover any retention, or any labor, services, or materials furnished after the date specified.

Dated: _____

Subcontractor Representative:

_____

_____
PRINT

SUBCONTRACTOR'S WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND

(Attachment to General Contractor's Application for Payment No. _____)

(FINAL PAYMENT)

Note: The General Contractor shall attach this statement to each Application for Payment beginning with the second Application for Payment. This statement is applicable to each subcontractor whose work appeared on the prior Application for Payment for which the General Contractor has been paid.

The undersigned:

_____(Name of Subcontractor Representative),

the _____ (Title of Subcontractor Representative)

of _____(Name of Subcontractor),

the principal address for which is _____, in

consideration of receipt of the final payment in the sum of $_____, hereby waives its

right to claim against the payment bond for labor, services or materials furnished to

_____ (insert the name of your customer) for improvements to the following

described Pasco County, Florida project:

Project No.: IFB-RH-21-193

Project Name: ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT

General Contractor: _____

Dated: _____

Subcontractor Representative:

_____

_____

PRINT

PART II

EXHIBIT H

Pasco County, Florida

CHANGE ORDER NO. _____

CONTRACT: ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT
(Title)

CONTRACTOR: _____

_____

BID NO.: IFB-RH-21-193 TASK (if applicable)_____

CONTRACT DATE: _____

(Circle as applicable)

TIME CHANGE EXTRA WORK CREDIT OTHER

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE:	**COST IMPACT**	**FINAL COMPLETION DAYS**

REASON FOR CHANGE:

The initial Contract Price (FINAL TOTAL BID PRICE)
was……$_____

Net change by previous Change Orders……..$_____

The Contract Price prior to this Change Order was……$_____

The Contract Price will be _____ (increased,
decreased, unchanged) by this Change Order……$_____

The Contract Price including this Change Order ……..$_____

The Final Completion Milestone prior to this Change Order: _____

The time for the Final Milestone will be _____ (extended,
reduced, unchanged) by _____ ( ) days.

The Final Completion Milestone as of this Change Order: _____

The CONTRACTOR waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this Change Order. Except to the extent expressly modified by this Change Order, the aforesaid Contract and all terms and conditions therein, as amended by all previous Change Orders, is reaffirmed in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, this Change Order No. _____ to _____ has been executed by the parties hereto or by their authorized representatives.

ATTEST:

By:_____
Nikki Alvarez-Sowles
Clerk & Comptroller

COUNTY: Pasco County, Florida

By:_____
CHAIRMAN

Date of County Approval: _____

CONTRACTOR:

By:_____
Authorized Signature (SEAL)
Title:_____

Date:_____

Approved for Legal Form & Sufficiency:_____

CO-2

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

PART II

EXHIBIT H

Pasco County, Florida

CHANGE ORDER NO. _____

CONTRACT: ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT
(Title)

CONTRACTOR: _____

_____

BID NO.: IFB-RH-21-193 TASK (if applicable)_____

CONTRACT DATE: _____

(Circle as applicable)

TIME CHANGE EXTRA WORK CREDIT OTHER

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE:	**COST IMPACT**	**FINAL COMPLETION DAYS**

REASON FOR CHANGE:

The initial Contract Price (FINAL TOTAL BID PRICE)
was……$_____

Net change by previous Change Orders……$_____

The Contract Price prior to this Change Order was……$_____

The Contract Price will be _____ (increased,
decreased, unchanged) by this Change Order……$_____

The Contract Price including this Change Order ……$_____

The Final Completion Milestone prior to this Change Order: _____

The time for the Final Milestone will be _____ (extended,
reduced, unchanged) by _____ ( ) days.

The Final Completion Milestone as of this Change Order: _____

The CONTRACTOR waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this Change Order. Except to the extent expressly modified by this Change Order, the aforesaid Contract and all terms and conditions therein, as amended by all previous Change Orders, is reaffirmed in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, this Change Order No. _____ to _____
has been executed by the parties hereto or by their authorized representatives.

ATTEST:

By:_____
Nikki Alvarez-Sowles
Clerk & Comptroller

COUNTY: Pasco County, Florida

By:_____
Dan Biles, County Administrator

Date of County Approval: _____

CONTRACTOR:

By:_____
Authorized Signature (SEAL)
Title:_____

Date:_____

Approved for Legal Form & Sufficiency:_____

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

PART II

EXHIBIT I

CONSENT OF SURETY TO CHANGE ORDER NO. _____

WHEREAS, the Board of County Commissioners of Pasco County, Florida (hereinafter the "COUNTY"), and _____ (hereinafter the "CONTRACTOR"), entered into an Agreement on _____ _____, 20____, in connection with that certain Project known as ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT, Bid.No. IFB-RH-21-193, FEMA No. N/A; and

WHEREAS, _____ (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated _____, 20_____, in the sum of $_____ in connection with the aforesaid Project and Agreement; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the attached Change Order No.__ and agrees that said Change Order shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this _____ day of _____, 20_____.

SURETY:

_____ By: _____

Witness to All Authorized Signature

_____ By: _____

Witness to All As Attorney in Fact

_____

Agency (Power of Attorney attached)

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

CSCO-2

PART II

EXHIBIT J

Pasco County, Florida

ALLOWANCE AUTHORIZATION RELEASE (AAR)

CONTRACT: ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT

AAR No.:_____

CONTRACTOR:_____ FEMA No.:_____

TASK (if applicable):_____ Bid No.: IFB-RH-21-193

The CONTRACTOR is hereby authorized and directed to make the following changes to the above contract, in accordance with all applicable requirements. The CONTRACTOR waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this AAR.

DESCRIPTION OF ALLOWANCE WORK TO BE PERFORMED	**COST IMPACT**	**DAYS**

	Amount:	**Days:**
Allowance Work included in Contract:	**$**_____	_____
Total of All Previous AARs:	**$**_____	_____
Balance of Allowance Work Available:	**$**_____	_____

Total Allowance Work – This AAR: **$**_____ _____

Remaining Allowance Work Balance: **$**_____ _____

Whereupon this AAR No. _____ has been executed by the parties or by their respective authorized representatives effective upon execution by the COUNTY.

CONTRACTOR:

_____
Witness

By:_____[SEAL]

Name:_____

_____
Witness

Title:_____

Date:_____

COUNTY: Pasco County, Florida

By:_____

Name:_____

Title:_____

Date:_____

APPROVED FOR LEGAL FORM AND SUFFICIENCY

OFFICE OF PASCO ATTORNEY

By: _____ Date:_____

PART II

EXHIBIT K

CONSENT OF SURETY TO FINAL PAYMENT

WHEREAS, the Board of County Commissioners of Pasco County, Florida (hereinafter the "COUNTY"), and _____ (hereinafter the "CONTRACTOR"), entered into an Agreement on _____ 20_____, in connection with that certain Project known as ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT, Bid. No. IFB-RH-21-193, FEMA No. N/A; and

WHEREAS, _____ (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated _____, 20_____, in the sum of $_____ in connection with the aforesaid Project and Agreement; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the Final Payment by the COUNTY to the CONTRACTOR, and agrees that said Final Payment shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this _____ day of _____, 20____.

SURETY:

_____ By: _____

Witness to All Authorized Signature

_____ By: _____

Witness to All As Attorney in Fact

_____

Agency (Power of Attorney attached)

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

CSFP-2

PART II

CONDITIONS OF THE CONTRACT

B. SPECIAL CONDITIONS

1. REQUIREMENTS CONTRACT

The Bid (if awarded to a selected CONTRACTOR) will result in a non-exclusive requirements contract for a three (3) year term with two (2) additional one-year option(s) to renew at the County's option at the same terms and conditions. By entering into such a contract with the COUNTY, the successful Bidder acknowledges that the COUNTY does not guarantee all or any of the WORK provided for herein to a particular Bidder. The COUNTY also specifically reserves the right to use its own forces or other contracted labor to perform the type of WORK included hereunder during the term of the Agreement or any applicable renewal period.

2. PROJECT INTENT

The COUNTY reserves the right to award a contract to a single CONTRACTOR, who submits the lowest most responsive and responsible Bid. The selected CONTRACTOR shall be able to perform all requirements and services as stated in the Bid. The WORK to be performed hereunder will involve specific project areas (Project(s)) within the County where WORK will be required. All Bidders will be required to provide prices on a line items basis for WORK to be performed at the designated location.

Projects will be assigned by a Notice To Proceed (NTP) on an as-needed basis and as determined by the COUNTY's Public Works Director or their designee. The term "WORK" as referred to in this Contract Documents shall have the same meaning as "Project". At the COUNTY's discretion. Work will be assigned based on such factors as, but not limited to: COUNTY time schedules, CONTRACTOR response time, turn-around times and completion dates; previous Project performance, etc.

3. WORK ASSIGNMENTS

The COUNTY will award WORK to the CONTRACTOR based on the prices reflected in the Bid Proposal incorporated into the final contract. In an effort to expedite construction activities and the WORK schedule, it is the COUNTY's intent, when possible, to issue a notice to proceed (NTP) on a "bi-annual basis". This NTP issuance shall cover several Projects. A NTP shall be issued for all Projects assigned hereunder, including a description of the total days for completion of the Project(s). No NTP shall be issued for any Work if the time for completion of that Work, as stated in the NTP, will exceed the last day of the contract time of this Agreement.

If when contacted about a particular Project, a CONTRACTOR cannot respond or fails to respond to a NTP for a particular Project or WORK, for any reason (i.e.: failure to meet at a Project site when scheduled, missed telephone calls, etc.), within seven (7) calendar days of the initial contact attempt by the COUNTY), the COUNTY specifically reserves the right to cancel the NTP.

Repeated and documented instances of non-performance or failure to provide services as requested in this Bid shall be grounds for termination of the Contract.

4. **CONTRACTOR PERFORMANCE**

The COUNTY shall track the CONTRACTOR's performance, via the use of a COUNTY performance evaluation form. A performance evaluation will be completed on a per Project basis.

THE EVALUATION SHALL ENCOMPASS SUBJECTS, SUCH AS:

- KNOWLEDGE
- TIMELINESS OF PERFORMANCE
- SAFETY AND PROTECTION
- EFFECTIVENESS OF MANAGEMENT
- COMPLIANCE WITH REQUIREMENTS
- QUALITY OF WORK
- INVOICING AND PAYMENT
- CITIZEN/COMMUNITY RELATIONS
- ABILITY TO WORK WITHIN ALLOTED COST
- LAW AND REGULATIONS

The intent of the evaluation is to assess the CONTRACTOR's performance, both strengths and weaknesses, and provide a record of performance during the COUNTY Contract. Such information on the CONTRACTOR's performance will be taken into consideration in future procurement selections.

5. **DAMAGE TO PRIVATE PROPERTY**

If during the course of the "WORK" provided for hereunder, the CONTRACTOR damages private property, the CONTRACTOR shall be responsible for correcting the damage and restoring the property or correcting the defect, within seventy-two (72) hours, upon receiving a request, from the COUNTY to correct the defect or damage.

THEREFORE, THE CONTRACTOR SHALL CONDUCT A PRE- EXISTING VIDEO SURVEY OF THE PROJECT LIMITS AND ADJACENT PRIVATE PROPERTY PRIOR TO COMMENCEMENT OF ANY ACTIVITIES. THE INTENT OF THIS VIDEO SURVEY IS FOR THE PURPOSES OF ESTABLISHING "**THE PRE-EXISTING CONDITIONS"**.

THE COST OF THIS VIDEO SURVEY SHALL BE AT THE CONTRACTOR'S EXPENSE.

6. **ADVANCE RESIDENT NOTIFICATION**

The CONTRACTOR shall distribute by hand, a typed notice to all residences and businesses on the street(s) on which WORK will be performed. The notice will be delivered no more than seventy-two (72) hours prior to any WORK being performed on the Project. The notice must include a local phone number that residents may call to ask questions.

The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The CONTRACTOR shall also place the notice on the windshield of any parked cars on the street. The cost to furnish and hand distribute this notice will be considered, included in the overall price of the contract.

At the discretion of the COUNTY, depending on factors such as: the size of the footprint of the effected Project and other considerations, the COUNTY may choose to require that the CONTRACTOR also employ portable changeable message board(s) as a means to alert and advise the community of the upcoming Project(s). These portable changeable message board(s) shall be installed no less than eight (8) calendar days prior to construction commencement. Message board(s) shall be placed at major roads entering and exiting the Project limits.

The portable changeable message boards shall read:

a) "Road Work Begins"
b) "Project Name"
c) "Start Date"

Displayed messages shall be in accordance with the federal highway portable changeable message signs, handbook:

www.fhwa.dot.gov/publications/research/infrastructure/pavements/ltpp/reports/03066/

The associated cost to furnish and install the portable changeable message board(s) shall be considered included in the overall contract price.

SEE ADDITIONAL SPECIAL CONDITIONS THAT FOLLOW:

B. ADDITIONAL SPECIAL CONDITIONS

SC-1 CONFORMITY OF WORK WITH CONTRACT DOCUMENTS

All WORK performed and all materials furnished shall be in close conformity with the lines, grades, cross sections, dimensions, and material requirements, and shall be within the tolerance indicated in the Contract Documents. The CONTRACTOR shall not deviate from the Contract Documents in any instance except under direction of the DIRECTOR, or his designee.

SC-2 OBSERVATION OF THE WORK

The COUNTY'S PUBLIC WORKS DIRECTOR AND/OR HIS DESIGNEE and Inspectors shall have free access to the materials, material suppliers, sources of supply, and to the WORK at all times for measuring, testing or observing the same, and the CONTRACTOR shall afford him/her all necessary facilities and assistance for such activities. After the issuance of Notice to Proceed for the WORK, the PUBLIC WORKS DIRECTOR OR HIS DESIGNEE may:

(A) Make visits to the WORK site at intervals or provide full-time inspection as the PUBLIC WORKS DIRECTOR OR HIS DESIGNEE deems appropriate to the various stages of construction to observe the progress and quality of the executed WORK and to determine in general if the WORK is proceeding in accordance with the Contract Documents. The COUNTY will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the WORK, nor will it be responsible for the CONTRACTOR'S means, methods, procedures and techniques. The COUNTY will not be responsible for the CONTRACTOR'S failure to perform the WORK in accordance with the Contract Documents, nor will the COUNTY be responsible for the safety precautions and procedures in connection with maintaining a safe Project area, including but not limited to Maintenance of Traffic.

(B) Check and approve samples, catalog data, submittals, laboratory results, shop and mill tests of material and equipment, and other data, which the CONTRACTOR is to submit.

(C) Act as the COUNTY'S representative at the Project site, and issue instructions of the COUNTY to the CONTRACTOR.

(D) Based on his/her on-site observations as a representative of the COUNTY and, on his/her review of the CONTRACTOR'S application for payment, the PUBLIC WORKS DIRECTOR OR HIS DESIGNEE shall determine the amount owed to the CONTRACTOR based on quantities furnished by the CONTRACTOR and the COUNTY'S field personnel; such approvals of payment shall constitute a representation to the COUNTY, based on such observations and review of the data comprising such applications, that the WORK has progressed to the point indicated and that, to the best of his/her information and belief, the quality of WORK is in substantial compliance with the Contract Documents. Payments are subject to the results of any subsequent testing required by the Contract Documents and any qualifications stated in his/her approval. Such partial and final payments will be specified elsewhere herein, except as modified in this paragraph.

(E) The COUNTY'S PUBLIC WORKS DIRECTOR OR HIS DESIGNEE may conduct, in the company of the CONTRACTOR, a final construction inspection of the Project for conformance with the Contract Documents and other specific direction provided by the PUBLIC WORKS DIRECTOR. If acceptable to the COUNTY, the PUBLIC WORKS DIRECTOR may then, in writing, issue final acceptance and final payment for each Project in accordance with the terms provided in the Contract Documents.

SC-3 MAINTENANCE UNTIL FINAL ACCEPTANCE

The CONTRACTOR shall be responsible for and maintain ALL WORK and the Project area in a safe, clean and neat manner and condition until it has been completed as a whole and the CONTRACTOR has received written final acceptance from the PUBLIC WORKS DIRECTOR.

SC-4 INSPECTION FOR ACCEPTANCE

Upon notification that ALL WORK has been completed, the PUBLIC WORKS DIRECTOR OR HIS DESIGNEE will make an inspection for acceptance. If the PUBLIC WORKS DIRECTOR OR HIS DESIGNEE finds that ALL WORK has been satisfactorily completed, the inspection will be considered as the final inspection. If any of the WORK is found to be unsatisfactory, the PUBLIC WORKS DIRECTOR OR HIS DESIGNEE will detail the remedial WORK required to achieve acceptance and furnish such findings in writing to the CONTRACTOR. The CONTRACTOR shall immediately perform such remedial WORK. Subsequent inspections will be made on the remedial WORK until the PUBLIC WORKS DIRECTOR accepts all WORK.

SC-5 FINAL ACCEPTANCE

When, upon completion of the final construction inspection of the WORK, the PUBLIC WORKS DIRECTOR determines that the CONTRACTOR has satisfactorily completed the WORK, the PUBLIC WORKS DIRECTOR will give the CONTRACTOR written notice of final acceptance. This shall begin the one (1) year warranty period for that specific Task.

The COUNTY shall conduct a final warranty inspection approximately eleven
(11) months following the COUNTY'S acceptance of the CONTRACTOR'S Affidavit of Completion.

The COUNTY will notify the CONTRACTOR in writing of all the particulars when the inspection reveals the WORK to be defective, inadequate, incorrect, incomplete or unsatisfactory. The CONTRACTOR shall immediately take such action as required to correct any such deficiencies and schedule a re-inspection with the appropriate parties.

In no event shall this provision be construed to be a release of any claim or cause of action whatsoever that may be asserted against said bonds by any claimant. No provision provided in Section 255.05, Florida Statutes (1997) should be construed to create a statute of limitations for any claim or causes of action against the bonds. Final payment for individual Tasks shall not be considered as a release of the Surety's obligations under the Contract Documents.

SC-6 SCOPE OF PAYMENT

The CONTRACTOR shall accept the compensation for WORK or Project as provided in the NTP and/or the Contract Documents as full payment for furnishing all materials and for performing ALL WORK included and

contemplated in the Contract Documents; also for all loss or damage arising out of action of the elements, weather events, or from unforeseen difficulties or obstructions that may arise or be encountered in the prosecution of the WORK until its final acceptance; also for all costs incurred under the provisions of the NTP and/or the Contract Document.

For any item of WORK contained in the Bid, except as might be specifically provided otherwise in the basis of payment clause for the item, the Contract unit price for the pay item or items shall include all labor, equipment, materials, tools, and incidentals required for the complete item of WORK, including all requirements of the section specifying such item of WORK. Unless specifically provided for in the Special Provisions, the CONTRACTOR will not be paid for materials delivered or stored on site.

SC-7 INTEGRATION OF WORK BY OTHERS

If any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, utility owner, or the COUNTY itself for proper execution or results, the CONTRACTOR shall inspect and promptly report to the COUNTY, in writing, any delays, defects, or deficiencies in such WORK that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure to so report will constitute an acceptance of the other WORK as fit and proper for integration with the CONTRACTOR'S WORK except for latent or non-apparent defects and deficiencies in the other WORK.

SC-8 PUBLIC SAFETY

The CONTRACTOR shall be singularly and wholly responsible for the safety of the public and property in and around the Project limits as well as for his/her employees. The CONTRACTOR shall provide, erect, and maintain necessary barricades, suitable and sufficient warning lights, danger signals, and signs; provide a sufficient number of personnel to direct traffic; and take all necessary precautions for the protection of the WORK and the safety of the public. The safety provisions of applicable laws and existing building and construction codes shall be observed.

1. **CONSTRUCTION SITE RUNOFF, SITE OPERATOR TRAINING**

TO ENSURE NPDES COMPLIANCE, THE CONTRACTOR MUST HAVE AND MAINTAIN AT THEIR EXPENSE TRAINING CERTIFICATES ISSUED BY THE FLORIDA STORMWATER EROSION AND SEDIMENT CONTROL INSPECTOR TRAINING PROGRAM OR EQUIVALENT PROGRAM APPROVED BY FDEP FOR ALL INSPECTORS HE/SHE IS PLANNING TO USE TO PROVIDE THE SERVICES CONTRACTED HEREIN. CURRENT COPIES OF CERTIFICATES SHALL BE PROVIDED UPON DEMAND AT ANY TIME DURING THE CONTRACT PERIOD, (IF APPLICABLE).

2. DIVERSITY IN CONTRACTING AND SUBCONTRACTING

THE CONTRACTOR IS REQUIRED TO MAKE GOOD FAITH EFFORT TO ENCOURAGE THE PARTICIPATION OF MINORITY AND WOMAN OWNED BUSINESS ENTREPRISES AS SUBCONTRACTORS IN THE PERFORMANCE OF THEIR AGREMENT, IN ACCORDANCE WITH APPLICABLE LAWS.
IF REQUESTED, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE INFORMATION TO THE COUNTY IDENTIFYING THE MINORITY AND/OR WOMAN OWNED BUSINESS ENTERPRISES OR WHAT STEPS WERE TAKEN TO AFFORD SUCH ENTERPRISERS AND OPPORTUNITY TO PARTICIPATE IN THE PERFORMANCE OF THIS AGREEMENT.

SEE ADDITIONAL SPECIAL CONDITIONS THAT FOLLOW:

SPECIAL PROVISIONS

SP-1 PROJECT INTENT AND CONTRACT PLANS

I. GENERAL

The general intent of the **Annual Concrete Sidewalk Replacement Contract** is to repair existing 4-ft to 8-ft concrete sidewalk and multi-use path and associated improvements

This Work, involves, but is not limited to:

- Furnishing and installation of:
  - 4-ft concrete sidewalk
  - 5-ft concrete sidewalk
  - 6-ft concrete sidewalk or multi-use path
  - 8-ft concrete multi-use path
  - Related Appurtenances
    - Handicapped Accessible ramps
    - Signage
    - Pavement Markings
    - Sidewalk Enhancements

- Control of Fugitive Sediments from work area via employment of BMP's, such as:
  - Silt Fence
  - Turbidity Barrier

- Removal and/or replacement of existing appurtenances, such as but not limited:
  - Handrails
  - Drainage Appurtenances (pipes, culverts, etc.)
  - Related Appurtenances

- Restoration of:
  - Sod
  - Any other existing appurtenances removed and/or replaced to complete the contracted work

- Removal and Relocation of Gopher tortoises
  - Survey
  - Excavation, Entrapment and Removal
  - Relocation

II. SCOPE OF WORK

The end result the COUNTY requires for this Project, and in accordance with Contract Documents, is the execution and completion of the WORK as described within the Contract Documents. The Project sites are to be restored to a condition equal or better than pre-existing condition upon completion of the WORK.

III. MEANS AND METHODS

The CONTRACTOR shall be fully responsible for the means and methods of achieving the SCOPE OF WORK stated above, by commonly accepted construction methods for the removal, replacement and / or installation of the concrete sidewalk and multi-use path.

IV. DUST CONTROL

The CONTRACTOR shall be responsible for controlling dust created by the Project activities. The CONTRACTOR shall apply one (1) or more applications of water or dust palliative (as determined necessary by the COUNTY/Project Manager) to the work area to control dust.

There will be no separate payment for Dust control. The cost for Dust control shall be considered incidental to the project.

V. NOISE CONTROL

The WORK on this Project shall be done between the hours of 7 AM to 5 PM. Night WORK, or work outside the hours above referenced is NOT allowed in this Project without the approval of the COUNTY.

The COUNTY could still be concerned about the noise that may be caused by the CONTRACTOR'S operations at the Project. Therefore, the CONTRACTOR will take all reasonable precautions to limit the noise his/her operations may generate. As directed by the COUNTY, the CONTRACTOR shall fully enclose any necessary equipment in a plywood structure, to the satisfaction of the COUNTY in order to abate the equipment noise as much as possible. There will be no separate payment for noise control. The cost for noise control shall be considered incidental to the project

VI. PIPE INSPECTION

IF APPLICABLE TO A PROJECT

All new drainage systems (pipe and structures), as well as any existing drainage system within the Project limits, shall be thoroughly cleaned and cleared of all obstructions and/or debris prior to being accepted by the COUNTY.

As a condition of acceptance, the CONTRACTOR shall complete a Close Caption Televised (CC TV) Pipe Inspection and provide a video (DVD only) of the complete inside view of the entire drainage system at the completion of the Project. The associated cost of this CC TV Pipe Inspection shall be included in the cost of the pipe installation.

VII. MAINTENANCE OF TEMPORARY DRAINAGE SYSTEM

IF APPLICABLE TO A PROJECT

The work in this CONTRACT may be constructed through the rainy season. As a result, while the improvements are being constructed, there may be the need for a functioning and operable “temporary drainage system” to meet the community drainage needs.

Therefore, it shall be the CONTRACTOR’s responsibility to keep and maintain a functioning and operable temporary drainage system until such time as the drainage conveyance system, sidewalk or multi-use path, here contracted is in place and operational.

Therefore, the CONTRACTOR shall assess every and all weather events on its own merits and prepare as needed for the required drainage appurtenances, such as: temporary

pump, pipe and/or other accessories, to ensure the community is NOT adversely affected as result of the weather and/or deficiencies on the temporary drainage system.

The cost of the Maintenance of Temporary Drainage Systems shall be included as part of the entire project <u>TOTAL BID PRICE.</u>

SP-2 BID ITEM NO. 1000-5 - GOPHER TORTOISE SURVEY, per Each Task Work Order Location

The CONTRACTOR shall conduct a Gopher Tortoise Survey prior to the start of construction on this Project in accordance with the FWC'S "Gopher Tortoise Permitting Guidelines". After the CONTRACTOR stakes the Project right-of-way, the CONTRACTOR shall have a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent conduct a Gopher Tortoise Survey of the Project Area. The Authorized Gopher Tortoise Agent shall prepare the permit application, submit the application, pay any associated fee, and obtain the Gopher Tortoise Conservation Permit from the FWC. The Authorized Gopher Tortoise Agent shall prepare any maps and other material necessary for the FWC Gopher Tortoise Conservation Permit. Under this Bid Item No. 1000-5, the CONTRACTOR will be responsible for the Gopher Tortoise Survey, Permit Application, Permit Fees, and other associated work necessary to obtain and satisfy the requirements of the Gopher Tortoise Conservation Permit.

SP-3 BID ITEM NO. 1000-6 - GOPHER TORTOISE BURROWS EXCAVATIONS, per Each

The CONTRACTOR shall have the Authorized Gopher Tortoise Agent, with experience in this subject area and approved by the COUNTY, perform the Gopher Tortoise Burrows Excavation of potentially occupied burrows. The CONTRACTOR and the Authorized Gopher Tortoise Agent will be responsible for obtaining permit, following all permit requirements, and all rules and regulations of the FWC. The recipient site shall be approved by the COUNTY and acceptable to the FWC.

The CONTRACTOR will provide a Per Each unit price for the actual excavation of potentially occupied burrows. Five (5) burrows per each Gopher Tortoise excavation will be used as an estimate of the number of Gopher Tortoises within **Each Task Work Order Location** right-of-way. However, the CONTRACTOR will be paid based on the actual number of excavations.

SP-4 BID ITEM NO. 1000-7 – GOPHER TORTOISE RELOCATION, per Each

The CONTRACTOR shall have the FWC Authorized Gopher Tortoise Agent, with experience in this subject area and approved by the COUNTY, perform the Gopher Tortoise Relocation work. The Gopher Tortoise Relocation work shall commence within 30 days of the completion of the Gopher Tortoise Survey. The CONTRACTOR and the Authorized Gopher Tortoise Agent will be responsible for following all permit requirements and all rules and regulations of the FWC. The recipient site shall be approved by FWC.

The CONTRACTOR will provide a Per Each unit price for the actual gathering, removal, handling and relocation of Gopher Tortoises to the approved FWC mitigation bank. Five (5) Tortoise relocations will be used as an estimate of the number of Gopher Tortoises within **Each Task Work Order Location** right-of-way. . However, the CONTRACTOR will be paid based on the actual number of Gopher Tortoises gathered, removed, handled and relocated from **Each Task Work Order Location area** to the recipient site.

For the purposes of bidding on the Bid Item 1000-7 – Gopher Tortoises Relocation, the gopher tortoise shall be relocated to an approved FWC mitigation bank.

The CONTRACTOR shall be responsible for all costs involved in the gathering, removal, handling and relocation to an FWC-approved recipient site of all Gopher Tortoises in **Each Task Work Order Location** area in accordance with FWC Gopher Tortoise Conservation Permit and guidelines.

The CONTRACTOR shall be responsible for the applicable FWC-approved recipient site costs. The CONTRACTOR will arrange for the payment to the FWC approved recipient site.

SP-5 BID ITEMS AND QUANTITIES

If there is a difference between the items and quantities on the Plans (or other Contract Documents) and the Bid Proposal (BP) Sheets in the Contract Documents, the Bid shall be based on the items and quantities on the Bid Proposal (BP) Sheets.

ATTENTION BIDDERS:

1. **MATERIALS**

   All materials, products and/or services required for the execution and completion of this Project shall be procured and/or furnished and installed by the CONTRACTOR. The COUNTY will NOT supply any materials.

2. **EXISTING STRUSTURE: DECK & HANDRAIL**

   The existing structure shall be addressed as indicated in the construction plans.

3. **TREES, PLANTER'S AND STRUCTURES**

   The CONTRACTOR shall protect all trees, planters and/or structures; including but not limited to wells, pumps, irrigation, etc., as identified in the contract documents, and / or within the immediate proximity to the work area.

SP-6 PRECONSTRUCTION CONFERENCE

A Preconstruction Conference must take place and Notice to Proceed (NTP) must be issued by the COUNTY **before any work is started on a Project**

The Preconstruction Conference will take place within twenty (20) calendar days after complete execution of the contract and will be held at the Department of Public Works , Conference Room, located at 4454 Grand Blvd., New Port Richey, Florida 34654, as arranged by the COUNTY ENGINEERING MANAGER.

The CONTRACTOR shall submit to the COUNTY a work schedule in the format of a Critical Performance Measure no less than five (5) days prior to the Preconstruction Conference showing, in detail, the day on which the CONTRACTOR intends to begin and complete each of the major items of work and the relationship of each operation to the other. The work schedule shall include and incorporate all utility work signed as reviewed and approved by all affected utilities. The CONTRACTOR'S work schedule must be accepted by the COUNTY ENGINEERING MANAGER prior to the issuance of an NTP.

If required for the project, the CONTRACTOR shall submit the Certification of Understanding (National Pollutant Discharge Elimination System [NPDES]/Pollution Prevention Control Plan) as found in Part III - Bid Proposal, Exhibit E, at or prior to the Preconstruction Conference. If required for the project, a Notice of Intent must be submitted to the director of the NPDES prior to issuing an NTP. This may also require the submittal of a Stormwater Pollution Prevention Plan for the NPDES submittal. Additional information related to the Preconstruction Conference can be found in Part I - Bidding

Requirements, Section 20, and in Part II - Conditions of the Contract, Sections 3.4.2 and 7.1.1.

The CONTRACTOR shall submit any "Request to Subcontract" form(s) to the COUNTY ENGINEERING MANAGER for approval prior to initiation of work by that SUBCONTRACTOR.

The CONTRACTOR shall submit an initial Maintenance of Traffic (MOT) Plan at the Preconstruction Conference and shall submit updated the MOT plans as the work progresses. The CONTRACTOR shall not begin work, nor will an NTP be issued, until the MOT Plan has been approved in writing by the COUNTY ENGINEER. In the case of an existing approved MOT Plan, this is not required.

Any related preconstruction photographs and/or pre-existing video survey the CONTRACTOR feels are of importance prior to starting work shall be submitted and explained to the COUNTY prior to the COUNTY's issuance of the NTP.

The CONTRACTOR shall send an authorized representative to the Preconstruction Conference who will be responsible for the work to be performed on the job.

SP-7 NOTICE TO PROCEED

Until an NTP is issued, the CONTRACTOR is forbidden from performing any work. THE CONTRACTOR can NOT and will NOT be reimbursed for any work done prior to the issuance of the NTP.

If THE CONTRACTOR chooses and/or elects to perform ANY WORK prior to the issuance of the NTP, the action shall be classified as a BREACH OF CONTRACT AGREEMENT. As result, The COUNTY may elect to seek damages from THE CONTRACTOR

SP-8 PERIODIC PROGRESS MEETINGS

The COUNTY'S Project Manager will chair weekly progress meetings. The general purpose of these meetings will be to coordinate the various operations in progress, review and update the status of the Schedule, plan future operations, update all utility relocations, resolve conflicts, and address other issues as necessary. It is required that the County Project Manager and the CONTRACTOR'S Superintendent be present at these meetings. Payment shall be incorporated in the Mobilization Lump Sum Bid Item for this Project.

SP-9 UTILITIES

The CONTRACTOR is advised of the following; **there may be utilities located within the right-of-way and / or existing and / or proposed drainage easements that may need to be removed, adjusted and / or relocated during construction.**

The CONTRACTOR shall cooperate and coordinate with ALL the utility owners and their work during the period of construction.

The Contractor shall stage his work as needed or be required to accommodate the utility construction or relocations by others.

All existing utilities (above and/or underground) lines, power poles and overhead wiring shall be protected, in place, at all times, except as noted otherwise on the plans. Any damage to utilities caused by the Contractor's operation shall be repaired or replaced at the Contractor's expense.

All work done by the CONTRACTOR to protect existing utilities shown or described in the Contract Documents, or which can be reasonably inferred from the presence of other

visible facilities, is at Contractor's expense, the cost of which is deemed included in Contractor's Proposal to do the work.

SP-10 SUBCONTRACTORS

All Subcontractors shall be approved by the COUNTY prior to the commencement of their particular aspect of the work and/or specialty.

SP-11 EMERGENCY TELEPHONE LIST

The CONTRACTOR is advised that in addition to all the other submittals at the Pre-construction Conference, an emergency, personnel telephone list shall be submitted. The emergency, personnel telephone list shall include all individuals that shall be available and their telephone numbers in the event of an emergency. This list shall also be forwarded to the COUNTY Sheriff's Office.

SP-12 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces in all cases shall conform with the lines, grades, cross-sections, and dimensions shown on the approved plans. Deviations from the approved plans and working drawings, as may be required by the necessities of construction, will in all cases be determined by the Engineer and authorized in writing.

SP-13 INTERPRETATION OF PLANS AND SPECIFICATIONS

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications and the Special Provisions, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to the same part of the contract, so far as may be consistent with the original specifications; and in the event of any doubt or questions arising respecting the true meaning of the specifications; reference shall be made to the Engineer, whose decision thereon shall be final.

In the event of any discrepancy between any drawings and the figures written thereon, the figures shall be taken as correct. The Contractor will not be allowed to take advantage of errors and omissions in the drawings and specifications. When errors or omissions are found, they will be corrected or supplied by the Engineer

The CONTRACTOR shall be issued three (3) sets of plans and specifications at the time of the Pre- construction Conference. If the CONTRACTOR requires more sets, it shall be produced either by the COUNTY or the CONTRACTOR at the CONTRACTOR'S expense.

SP-14 MAINTENANCE OF TRAFFIC

Night Operations

Night operations will not be allowed unless approved by the County Project Manager. (subject to the approval of the County Project Manager, the CONTRACTOR shall submit a **Lighting Plan** at the Pre-construction Conference for review and approval of the COUNTY together with the **Traffic Control Plan** for such night work. These Plans shall be submitted on standard plan sheets, not larger than 24"X36" and on a scale of either 1 "=50' or 100'. Prior to the commencement of any night work, the COUNTY must approve the Plans in writing. For any approved night work, a foreman and adequate personnel and/or labor shall be present to undertake the work so that all approved night work will be completed by 5:30 AM on the following morning. No additional compensation will be made to the CONTRACTOR for work performed at night.

During night operations, the CONTRACTOR shall furnish, place and maintain lighting adequate to permit proper workmanship and inspection. The CONTRACTOR shall employ lighting with five (5) foot-candles minimum intensity. The lighting shall be arranged to prevent interference with traffic. The lighting shall not produce undue glare to the adjacent property owners. The CONTRACTOR shall provide a light meter to demonstrate that the minimum light intensity is being maintained. Lighting will be accomplished by the use of portable floodlights, standard equipment lights, existing streetlights, temporary streetlights, or other lighting methods, or combination of lighting methods approved by the COUNTY.

The CONTRACTOR shall furnish and place variable message signs to alert approaching motorists of lighted construction work zones ahead. The variable message signs shall only be operated during active construction activities. The CONTRACTOR shall also equip all vehicles used on the Project with either amber or white flashing lights. All other equipment shall be equipped with a minimum of four (4) square feet of reflective sheeting or flashing lights. To avoid distraction to motorists, the lights on the vehicles and equipment shall not be operated when the vehicles or equipment are outside of the clear zone or behind other traffic control devices.

Lane Closures

Lane closures shall NOT be permitted during the hours of 6:00 AM to 9:00 AM and 4:00 PM to 7:00 PM. Lane closures within any school zone or within 500 feet of any school zone shall not be permitted from one (1) hour before to one (1) hour after the starting and ending times for school. All lane closures shall be properly signed, coned, or barricaded in accordance with FDOT standards. Variable message signs shall be used to advise motorists of the lane closures. The CONTRACTOR shall notify all emergency, law enforcement, and rescue agencies operating in the vicinity of the Project twenty-four (24) hours in advance of the proposed lane closures or restrictions. The CONTRACTOR shall, at the direction of the County Project Manager, open any temporary lane closure causing extended traffic congestion, until traffic has returned to an acceptable flow as judged by the County Project Manager.

Law Enforcement Officer

The CONTRACTOR shall provide two (2) uniformed, off-duty, law enforcement officers for traffic control: during night operations, and within 600 feet of a signalized intersection.

General Maintenance of Traffic Provisions

(A) The CONTRACTOR shall exercise caution while relocating existing signs or installing new signs to prevent unnecessary damage to the signs. If the signs are damaged beyond use, as determined by the County Project Manager, signs will be replaced at the CONTRACTOR'S expense.

(B) The CONTRACTOR shall maintain at least one (1) lane of traffic throughout the duration of the Project.

(C) The CONTRACTOR shall maintain access to all adjacent properties and streets at all times. Except when written permission is given by the COUNTY, no road or street Intersecting the Project shall be blocked or unduly restricted.

(D) No street closing shall be made without the COUNTY'S written approval. The CONTRACTOR shall notify the Fire Department, Police Department, Florida Highway Patrol, COUNTY Traffic Operations Division, COUNTY Emergency

Management Division and COUNTY Emergency Services before and after the closing of any street or portion thereof.

(E) Temporary markings shall be installed immediately when required.

(F) Temporary signage, example “Sidewalk Close”, shall be installed immediately when required.

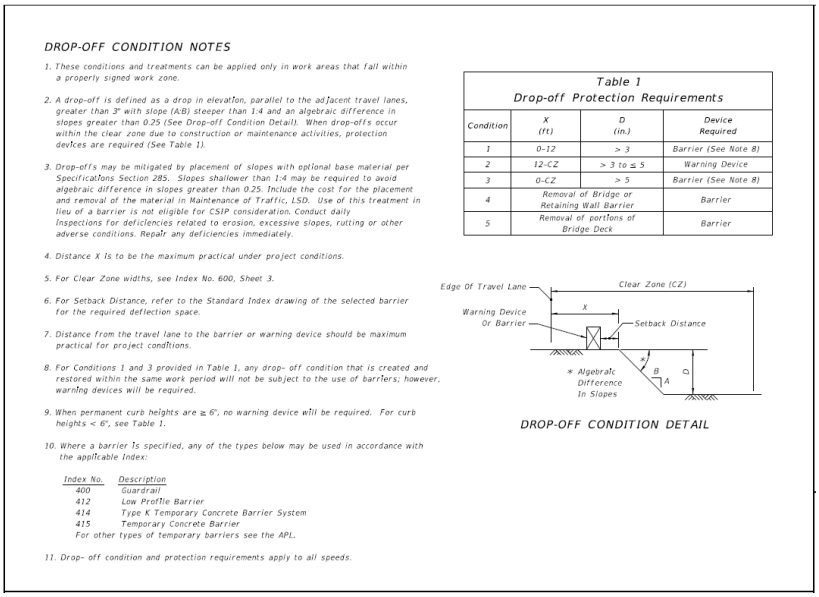
(G) Temporary Reflectorized Pavement Markers (RPM) shall be installed with all temporary lane lines.

(H) Maintenance of Traffic shall include all temporary pavement markings required prior to installation of permanent pavement markings.

(I) This Project may require the submission of a Maintenance of Traffic (MOT) Plan, which will be approved by Pasco COUNTY Traffic Operations. The MOT Plan shall include the Project Name, Work Order No. and Bid No. The MOT Plan must comply with the Manual of Uniform Traffic Control Devices and FDOT Index 102-600, latest edition. All detours require 60 days for processing and Board of County Commissioners (BOCC} approval. The MOT Plan shall include an overview map of the Project; Including the name of the roadways represented, a north arrow, scale and the work activity area.

Drop Offs

The CONTRACTOR shall not have drop-offs greater than three (3) inches adjacent to any travel lane; therefore, the asphalt base shall be installed by the end of the working day without a drop-off greater than four (4) inches. The CONTRACTOR is referred to the FDOT Standard Plans (FY 2019-20) General Construction Operations for Maintenance of Traffic 102-000 through 102-120.



DROP-OFF CONDITION NOTES

1. These conditions and treatments can be applied only in work areas that fall within a properly signed work zone.
2. A drop-off is defined as a drop in elevation, parallel to the adjacent travel lanes, greater than 3" with slope (A:B) steeper than 1:4 and an algebraic difference in slopes greater than 0.25 (See Drop-off Condition Detail). When drop-offs occur within the clear zone due to construction or maintenance activities, protection devices are required (See Table 1).
3. Drop-offs may be mitigated by placement of slopes with optional base material per Specifications Section 285. Slopes shallower than 1:4 may be required to avoid algebraic difference in slopes greater than 0.25. Include the cost for the placement and removal of the material in Maintenance of Traffic, LSD. Use of this treatment in lieu of a barrier is not eligible for CSIP consideration. Conduct daily inspections for deficiencies related to erosion, excessive slopes, rutting or other adverse conditions. Repair any deficiencies immediately.
4. Distance X is to be the maximum practical under project conditions.
5. For Clear Zone widths, see Index No. 600, Sheet 3.
6. For Setback Distance, refer to the Standard Index drawing of the selected barrier for the required deflection space.
7. Distance from the travel lane to the barrier or warning device should be maximum practical for project conditions.
8. For Conditions 1 and 3 provided in Table 1, any drop- off condition that is created and restored within the same work period will not be subject to the use of barriers; however, warning devices will be required.
9. When permanent curb heights are ≥ 6", no warning device will be required. For curb heights < 6", see Table 1.
10. Where a barrier is specified, any of the types below may be used in accordance with the applicable Index:

Index No.	Description
400	Guardrail
412	Low Profile Barrier
414	Type K Temporary Concrete Barrier System
415	Temporary Concrete Barrier

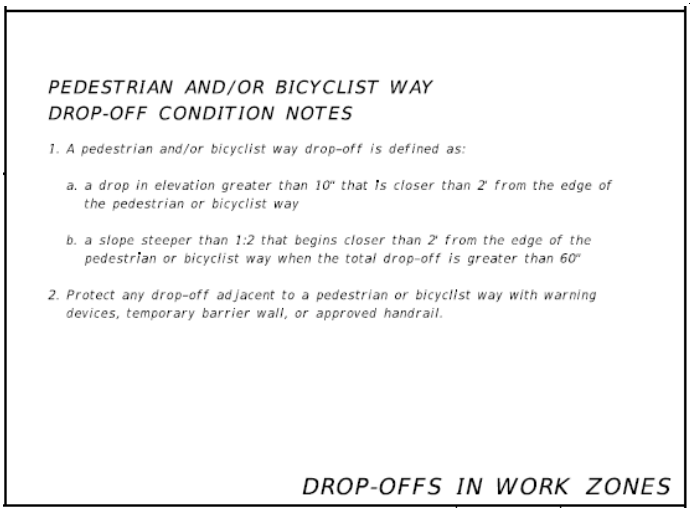
For other types of temporary barriers see the APL.

11. Drop- off condition and protection requirements apply to all speeds.

Table 1
Drop-off Protection Requirements

Condition	X (ft)	D (in.)	Device Required
1	0-12	> 3	Barrier (See Note 8)
2	12-CZ	> 3 to ≤ 5	Warning Device
3	0-CZ	> 5	Barrier (See Note 8)
4	Removal of Bridge or Retaining Wall Barrier		Barrier
5	Removal of portions of Bridge Deck		Barrier

DROP-OFF CONDITION DETAIL



PEDESTRIAN AND/OR BICYCLIST WAY
DROP-OFF CONDITION NOTES

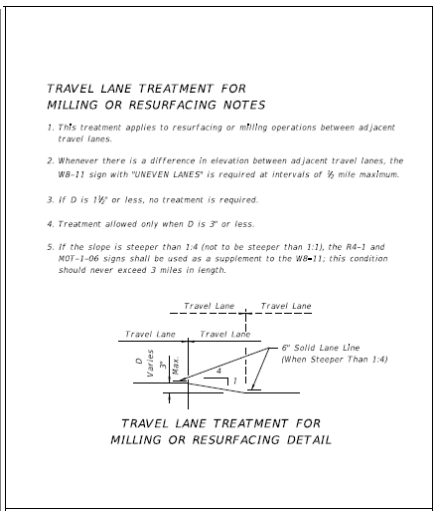
1. A pedestrian and/or bicyclist way drop-off is defined as:

   a. a drop in elevation greater than 10" that is closer than 2' from the edge of the pedestrian or bicyclist way

   b. a slope steeper than 1:2 that begins closer than 2' from the edge of the pedestrian or bicyclist way when the total drop-off is greater than 60"

2. Protect any drop-off adjacent to a pedestrian or bicyclist way with warning devices, temporary barrier wall, or approved handrail.

DROP-OFFS IN WORK ZONES



TRAVEL LANE TREATMENT FOR
MILLING OR RESURFACING NOTES

1. This treatment applies to resurfacing or milling operations between adjacent travel lanes.

2. Whenever there is a difference in elevation between adjacent travel lanes, the W8-11 sign with "UNEVEN LANES" is required at intervals of ½ mile maximum.

3. If D is 1½" or less, no treatment is required.

4. Treatment allowed only when D is 3" or less.

5. If the slope is steeper than 1:4 (not to be steeper than 1:1), the R4-1 and M0T-1-06 signs shall be used as a supplement to the W8-11; this condition should never exceed 3 miles in length.

TRAVEL LANE TREATMENT FOR
MILLING OR RESURFACING DETAIL

All costs associated with these Maintenance of Traffic provisions shall be included under the Lump Sum Maintenance of Traffic Bid Item for this Project.

SP-15 SOILS REPORT

Any available soils report(s) for the Project will be made available for review in the offices of the County Department of Public Works, Engineering Division, 4454 Grand Boulevard, New Port Richey, FL 34652-5402. Any report(s) are made available to prospective bidders for general information only and no warranty is made, either expressed or implied, regarding its accuracy or factual depiction of the soil conditions.

SP-16 MATERIALS

Only new materials conforming to the requirements of the specifications and approved by the COUNTY'S Project Manager shall be used in the work. The CONTRACTOR shall employ the services of an FDOT-qualified testing laboratory certified in Group 9.3, Highway Testing Materials, to sample, test, and certify compliance with the specifications of all materials and applicable field testing. Additionally, all onsite work on private property shall be in accordance with Pasco County Engineering Inspections criteria for Commercial and Right-of-Ways (https://www.pascocountyfl.net/344/Engineering-Inspections). Any materials proposed for use may be inspected or tested at any time during its preparation and use. No material that, after approval, has, in any way, become deficient shall be used in the work. All materials must meet or exceed current FDOT specifications and the requirements of this Contract. The COUNTY'S Project Manager shall require any or all materials to be subjected to tests by means of samples or otherwise, at production points, after delivery, or both, as the COUNTY'S Project Manager may determine. The tests shall be performed in accordance with the FDOT *Standard Specifications, July 2019 Edition,* and the COUNTY Engineering Services Department *Testing Specifications for Construction of Roads, Storm Drainage, and Utilities, October 2006 Edition*, by an FDOT-qualified, test laboratory certified in Group 10.3, Construction Materials Testing. Should there be any difference between these documents or with any other Contract Document or referenced document, the more stringent shall apply. Such tests will be made by and at the expense of the CONTRACTOR, and if any test should fail, the CONTRACTOR will be responsible for the expense of retesting required by the COUNTY. The CONTRACTOR shall provide facilities as required by the COUNTY'S Project Manager for collecting and forwarding samples. The CONTRACTOR shall not

use or incorporate any sample material in the work until the tests have been made and acceptable test reports provided to the COUNTY. **Test results must be provided prior to the project being considered substantially complete. The COUNTY'S Project Manager shall be provided with a bound, certified copy of the test results as condition of the determination of substantial completion of the Project.** In the case of pavements, both base course and surface course, the CONTRACTOR shall, when required by the COUNTY'S Project Manager, furnish additional samples taken from the completed Work at any point indicated by the COUNTY'S Project Manager. The CONTRACTOR shall immediately replace the removed areas in a manner and with materials that conform to the specifications and meet the line and grade of the immediate surrounding pavement surface. No additional compensation will be allowed for furnishing such samples and replacing the areas with new pavement as described above. Where the American Association of State Highway Officials (AASHTO) or the American Society of Testing Materials (ASTM) specifications are stipulated, the reference shall be construed to be the most recent Standard Specification of AASHTO or ASTM in force on the date of advertisement for bids. The COUNTY may conduct, at its own expense, any testing beyond that specified that it deems necessary to ensure the level of quality dictated by the Contract Documents. The CONTRACTOR shall reimburse the cost of any test performed by the COUNTY on material that does not meet or exceed the specifications.

SP-17 DRAINAGE

The CONTRACTOR is advised to use extreme caution during the construction operation in order to prevent material from entering the system. Prior to the start of construction, the CONTRACTOR shall conduct a physical survey of the existing drainage system within the limits of the Project in order to ascertain the condition of the system.

At the end of construction, and prior to substantial completion, the system (existing and new) shall be surveyed to ascertain if any debris entered the system as a result of the CONTRACTOR'S operations. If it is concluded that any debris entered the system as a result of the CONTRACTOR'S operations, the CONTRACTOR shall be required to clean the system. The surveys of the drainage system, at the start and end of construction, shall be with the CONTRACTOR'S forces and the COUNTY forces (both Engineering Services Department and The Department of Public Works).

SP-18 PERMIT CONDITIONS

The cost of any permits, such as; NPDES, SWFWMD Dewatering Permit and for any other local, state and federal permits, example; Rights Of Way (ROW) Use Permit, as required for the execution of the work, and/or as delineated within the contract documents, **shall be included as part of the entire project TOTAL BID PRICE**

The CONTRACTOR shall be considered as the PERMITTEE for all permits applicable to this Project during the period of construction of this Project. Therefore, the CONTRACTOR shall be responsible for all requirements, specific conditions and general conditions included in the permits. **Fines or other costs resulting from the CONTRACTOR'S non-compliance with the permits will be borne by the CONTRACTOR and may be deducted from the final payment if not removed or resolved by the end of the Contract time.**

SP-19 INSURANCE

The CONTRACTOR is apprised of the fact the COUNTY shall require the CONTRACTOR to include the COUNTY Board of COUNTY Commissioners as an additional insured on the required insurance policies.

The CONTRACTOR, in the appropriate items throughout the Contract, shall include all cost incurred as results of this requirement and NO special item shall appear for this cost.

SP-20 FENCING

IF APPLICABLE TO THIS PROJECT

Prior to the removal of an existing fence along the Project, the CONTRACTOR shall install/erect a new fence, of the same type as the existing fence unless otherwise indicated, along the new boundary of the existing fence property.

The new fence shall be similar to the existing fence and provide firm and secure connection to the remaining existing fence.

The cost of removing the existing fence **and installing a new fence shall be included as part of bid line item no 1055-10-222; Fencing, LF unit**

SP-21 CLEANUP

The CONTRACTOR is responsible for the maintenance of the Project within the entire right-of-way (ROW) and / or drainage easement for the duration of the Project. This shall include the mowing of grass, edging, bagging of the clippings, and the clean-up of al the litter. **This also includes the maintenance of stormwater retention/detention areas and mitigation areas included in this Project**

The CONTRACTOR shall keep such areas free of cattails and other exotic species as required by the permits for the Project. All costs incurred as a result of this work shall be incorporated in the cost of all items in the Contract.

SP-22 RESTORATION

After the CONTRACTOR completes the improvement WORK included in this Project, he/she shall be responsible for restoring the constructed area to a condition similar to that prior to construction.

The CONTRACTOR shall provide any necessary grading, seed and mulch, sodding, etc. as directed by the County Project Manager. **Payment for this work shall be included as part of the entire project TOTAL BID PRICE.**

SP-23 SANITARY PROVISIONS

Necessary conveniences, properly secluded from public observation, shall be provided by the Contractor where needed for the use of laborers on the work.

Their location, construction and maintenance shall be subject to the approval of the Engineer, and their use shall be strictly enforced. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the State Department of Health and/or any other authorities having jurisdiction.

Payment for this work shall be included as part of the entire project TOTAL BID PRICE

SP-24 CONSTRUCTION VIBRATION MONITORING AND CONTROLS

Vibration producing activities, such as: pile driving, vibratory compaction or operation of heavy construction equipment) may be required for the construction of this project.

The CONTRACTOR is advised that structures are located close to the proposed work and that construction activities shall be conducted so as to preclude damage to these structures and undue annoyance to its occupants. As result, the CONTRACTOR shall be responsible for all damage caused by its activities.

- **Monitoring and Controls Plan**

At no less than 30 days prior to commencement of such work, the CONTRACTOR shall provide a compaction plan to the COUNTY, which shall include, but not be limited to the following: proposed construction method(s), vibration monitoring plans (including the format for reporting the vibration readings), anticipated vibration levels at the closest building(s), condition survey format, and public relations activities. A copy of all reports shall be provided to the COUNTY

- **Condition "Base Line" Survey**

A preconstruction building Condition Survey shall be conducted by the CONTRACTOR on the ALL surrounding buildings, This survey, at a minimum, shall cover a radius of 400 ft. from the vibration producing activity. However, this distance can be adjusted based on the sensitivity of the receptors.

This survey shall include documentation of interior sub-grade and above grade accessible walls, ceilings, floors, roof and visible exterior as viewed from the grade level. It will detail (by engineering sketches, video tape, photographs, and/or notes) any existing structural, cosmetic, plumbing or electrical damage. The survey will be conducted by a Professional Surveyor, registered in the State of Florida. A report shall be issued that will summarize the pre-construction condition of the building(s) and will identify areas of concern, including potential personnel hazards (falling debris) and structural elements that may require support or repair.

Crack displacement monitoring gages will be installed as appropriate across any significant existing cracks to help verify any additional building distress if it should develop. The appropriate location, number, and type of gages will be established by the CONTRACTOR and/or the COUNTY Project Manager. The gages will be read prior to vibration producing activities, as well as during these activities. Data shall be obtained on a weekly basis for as long as vibration-producing activities are being conducted. A report shall be submitted which summarizes the data. The COUNTY shall be alerted if any significant movement is detected by the monitoring gages

- **Controls**

In the event the CONTRACTOR plans to utilize vibration-producing equipment, the CONTRACTOR shall employ a qualified vibration specialist to establish a safe vibration level for ALL surrounding buildings, . This specialist shall also supervise the CONTRACTOR's vibration-monitoring program.

During ALL vibration-producing activities, the CONTRACTOR shall monitor vibration levels at ALL surrounding buildings and shall not exceed the safe level established to preclude damage to this structure(s). The vibration monitoring equipment shall be capable of continuously recording the peak particle velocity and providing a permanent record of

the entire vibration event. Copies of all vibration records and associated construction activity (blasting, pile driving, pavement breaking, etc.) data shall be provided to the COUNTY in a format approved by the COUNTY Project Manager.

- **Public Relations**

The CONTRACTOR shall maintain a complaint log and make this available to the COUNTY on request. Occupants/owners of adjacent buildings shall be notified by the CONTRACTOR at least 2 weeks prior to commencement of any vibration producing activity that might affect the structure and/or inhabitants.

- **Payment**

The CONTRACTOR shall provide any and ALL necessary Construction Vibration Monitoring and Control.

No direct payment shall be made for the Construction Vibration Monitoring and Control, as required under the Contract.

Therefore, all costs incurred as a result of this work shall be incorporated within the cost of ALL items in the Contract.

END OF SPECIAL PROVISIONS SECTION

PART II

CONDITIONS OF THE CONTRACT

C. TECHNICAL SPECIFICATIONS

The cost of any work included in the Project or referred to in the Technical Specifications shall be included in the price of all Bid Items unless a specific Bid Item is included for the particular work or unless otherwise stated. Some Sections of these Technical Specifications are in **bold** letters.

These Sections are highlighted in order to particularly bring them to the attention of the CONTRACTOR. However, all Sections of the Technical Specifications are equally important and carry the same amount of weight and authority whether or not in bold letters.

CONDITIONS OF THE CONTRACT

D. TECHNICAL SPECIFICATIONS AND PLANS

THESE TECHNICAL SPECIFICATIONS HAVE BEEN WRITTEN TO PROVIDE SPECIFIC REQUIREMENTS FOR ANNUAL CONCRETE SIDEWALK CONTRACT ONLY. THE INTENTION OF ALL TECHNICAL SPECIFICATIONS IS TO BE COMPLEMENTARY AND SUPPLEMENTARY TO ALL GENERAL AND SPECIAL CONDITIONS IN THESE CONTRACT DOCUMENTS. SHOULD ANY CONFLICTS EXIST BETWEEN THE TECHNICAL SPECIFICATIONS AND THE GENERAL OR SPECIAL CONDITIONS (IF ANY), THE STRICTER PROVISION SHALL PREVAIL AND CONTROL THE INTERPRETATION OF THESE TECHNICAL SPECIFICATIONS.

TECHNICAL SPECIAL PROVISIONS

Florida Department of Transportation Standard Specifications for Road and Bridge Construction January of July 2019 (Standard Specifications), as approved and adopted by FDOT, shall govern all work on this Project except that the General Requirements and Covenants Division of the Standard Specifications, is deleted and replaced by the Instructions to Bidders and General Conditions Sections of this Contract. All references to sections or articles of the General Requirements and Covenants Division of the Standard Specifications shall be considered as references to parallel sections of the General Conditions Section of this Contract or shall be dealt with in accordance with COUNTY policy or determinations.

The Construction Details and Materials Divisions of the Standard Specifications shall govern all work on this Project except as amended in the Special Provisions and the Technical Special Provisions. The Standard Specifications and Project plans are English units of measure. References in the Standard Specifications to the DEPARTMENT shall be considered as references to the COUNTY.

DIVISION II

Construction Details

TSP-100 CONSTRUCTION EQUIPMENT - GENERAL REQUIREMENTS

100-3 Experimental Equipment
This section is deleted

TSP-101 MOBILIZATION
This article is revised as follows

101-1 Description
This article applies with the addition that mobilization shall include those operations necessary for the movement of incidentals to and from the Project site. The cost of the final cleanup and demobilization shall also be included.

Delete the last paragraph of this section. Payment for the costs of bonds and insurance will be made under Bid Item No. 1000-2, Bonds and Insurance, Lump Sum (see the General Conditions for the bond and insurance requirements of this bid item).

101-2 2 Partial Payments

101-2-3 When No Separate Items Is Included in the Proposal
These subsections are deleted

Add the following sections

101-3 Mailbox Relocation

The CONTRACTOR shall provide daily, temporary access to all existing mailboxes or temporarily relocate the mailboxes. Temporary access, temporary relocation, and/or a temporary mail service scheme shall be to the satisfaction of the U.S. Postal Service and the property owner recipient and shall be subject to acceptance by the COUNTY.

Upon completion of the Project, the CONTRACTOR shall place the mailboxes in a permanent location to the satisfaction of the property owner and the U.S. Postal Service.

The installation of all mailboxes shall be in accordance with the latest version of the AASHTO publication, “A Guide for Erecting Mailboxes on Highways," and the servicing office of the U.S. Postal Service.

All costs associated with the removal, relocation and installation of mailboxes required under the Contract shall be included in **Bid Item No. 101-1, Mobilization, Lump Sum**.

101-4 Job Signs

The COUNTY shall furnish two (2) 4' X 8’ job sign - one (1) for each Project location. The CONTRACTOR shall install the Job Sign at the locations designated by the COUNTY'S Project Manager. The CONTRACTOR shall furnish two (2) 4" X 4" X 12' pressure-treated posts per sign and any and all required labor, materials, and equipment to install each sign. All signs shall be located outside the roadway clear zone and clear-sight triangle. The signs shall be the property of the CONTRACTOR for the duration of the Project and shall be maintained by the CONTRACTOR to the satisfaction of the COUNTY'S Project Manager. Upon completion of all Contract work, the CONTRACTOR shall return the signs to the COUNTY.

The price of any job sign erection, location, and removal shall be included in **Bid Item No. 101-1, Mobilization, Lump Sum.**

101-5 Utility Location Confirmation

The CONTRACTOR shall verify the horizontal and vertical location of any utilities within the roadway right-of-way at locations designated by the COUNTY'S Project Manager. The CONTRACTOR shall excavate around each utility by hand digging and shall use due care to protect each utility.

Utility locations will be verified at locations of potential conflict and wherever an existing utility is to remain as directed by the COUNTY'S Project Manager. Utilities located beneath the traveled roadway will be verified at each location. The utility locations will be verified within the first month of the Contract. Any utilities damaged by the CONTRACTOR shall be repaired at the CONTRACTOR'S expense.

The CONTRACTOR shall notify each utility company prior to excavation in the vicinity of the utility. The intent of this work is to determine the accuracy of the utility location information provided to the COUNTY by the utility companies and to further evaluate the potential of utility conflicts with proposed construction at the start of construction. All costs associated with this work shall be included in **Bid Item No. 101- 1, Mobilization, Lump Sum**

TSP-102 MAINTENANCE OF TRAFFIC (Also refer to the Special Provisions for particular MOT provisions regarding this Project)

102-4 Alternative Traffic Control Plan

This section is deleted and replaced with the following:

The CONTRACTOR shall be responsible for developing and implementing a MOT Plan that shall comply with this section, any documents incorporated by reference, and the requirements of the COUNTY Traffic Operations Engineer. The CONTRACTOR shall **NOT** begin any work within or near the Project limits without an approved MOT Plan. The MOT Plan shall address each and every phase or stage of the CONTRACTOR'S construction operation.

The COUNTY shall have fourteen (14) calendar days from the date of submittal of the MOT Plan to either: approve the plan as submitted or to return the plan to the CONTRACTOR for correction and re-submittal. If the CONTRACTOR wishes to modify an approved MOT Plan that is in use, the CONTRACTOR shall submit a modified MOT Plan which might be subject to the fourteen (14) day calendar, review period.

The information to be shown on the MOT Plan shall include, but not be limited to, the construction to be performed, the existing roadway, the limits of any proposed temporary pavement, all intersecting streets, the width of maintained travel lanes, the dimensions and locations of important geometry features, the location and types of all signs, the location and types of striping, and the location and type of all barricades.

102-5.3 Number of Traffic Lanes
Add the following to this subsection:

One-way operations are only allowable with authorization from the COUNTY Traffic Operations Manager.

102-5.6 Protection of the Work from Injury by Traffic
Substitute the terms "damage" and "damaging" for "injury" and "injurious", respectively, in this subsection.

102-6 Detours
This section is deleted and replaced with the following:

Detours are only allowable with authorization from the COUNTY Traffic Operations Manager and his approval of a detailed Detour Route Plan. All parties potentially affected by the detour shall be notified in accordance with the COUNTY Traffic Operations Manager direction.

102-11.8 Warning / Channelizing Devices
Title Change from Channelizing Devices to Warning / Channelizing Devices

Add the following to this subsection:

Only Type lll B reflective sheeting, as specified in Section 994, shall be used for signs and barricades used in connection with MOT. All construction warning signs shall be 48" X 48" or larger along the Project. All construction signs for signalized intersections shall be 48" X 48" or larger along crossroads.

102-13.1 Maintenance of Traffic (General Work)
Add the following text at the end of this subsection:

Any costs associated with compliance with the above provisions of this section shall be included in Bid Item No. 101-1, Mobilization, Lump Sum.

TSP-103 TEMPORARY WORK STRUCTURES
This article is deleted

TSP-104 PREVENTION CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

Control of CONTRACTOR'S Operations, Which May Result in Water Pollution.

Add the following text to the end of this section:

Stabilized construction entrances shall be constructed to comply with the requirements of the Storm Water Pollution Prevention Plan (SWPPP) at all points of the Project ingress and egress.

104-9 Method of Measure

Add following subsections

104-9.1 Compliance

The CONTRACTOR shall become familiar with SWFWMD ERP, EPA NPDES General Permit conditions, the **SWPPP and any other applicable local, state and federal permit which the CONTRACTOR shall provide for this Project**. The CONTRACTOR shall also become familiar with all the permits and conditions as contained in these Contract Documents and shall be wholly and singularly responsible for compliance with the conditions and terms contained therein. The CONTRACTOR shall further hold the COUNTY harmless from all consequences resulting from any lack of compliance with the permit conditions. **Payment for this compliance and all other necessary work under Article 104 shall be made under the Bid Item No. 1000-1, NPDES Permits, Lump Sum.**

104-9.2 NPDES Permit Compliance

A National Pollutant Discharge Elimination System (NPDES) permit will be required through the Florida Department of Environmental Protection Agency (FDEP) for the issuance of a Construction Generic Permit (CGP**)**

(http://floridadep.gov/water/stormwater/content/construction-activity-cgp**).**

The sediment and erosion control measures are considered to be the minimum requirements to prevent sediment and other pollutants from leaving construction sites significantly impacting water quality. The contractor will prepare the NPDES permit application and Stormwater Pollution Prevention Plan (SWPPP) for permitting with the FDEP in order to obtain a “Notice of Intent (NOI)”. The Stormwater Pollution Prevention Plan (SWPPP) to be in accordance with the EPA’s 2017 Construction General Permit (CGP) Publication, FDEP Chapters: 62-25, Florida Statue 403.0885, and any other regulatory permits issued for the project. The SWPPP to depict erosion control measures associated with areas within the project limits; limits of demolition, soil disturbance, clearing or grubbing activities, pipe replacement, material storage, etc. The SWPPP shall have a designated area for signatures by each subcontractor acknowledging NPDES permit requirements for construction activities. It will be the Contractor’s sole responsibility to property train subconsultants and obtain signatures prior to their mobilization at the site. Upon issuance of the NOI, the contractor shall submit two hard copies of the permits and SWPPP plan to the COUNTY’s Project Manager (prior to mobilization). During construction it will be the CONTRACTOR’S sole responsibility to inspect and reinstall all sediment and erosion control devices on a daily basis to ensure compliance with the NPDES permit requirements. The Contractor is to furnish and install any additional control measures needed in order to prevent sediment from leaving the Project site throughout the course of construction and as required by the FDEP during construction activities. **A copy of the permit and SWPPP plan shall be subject to inspection by the County, FDEP, or inspectors at any given time during construction.** Upon completion of construction all disturbed areas shall be sodded. The site shall be cleaned with all stockpiles and materials removed from the site prior to closing out the NPDES permit with the FDEP by obtaining a Notice of Termination (NOT) for construction TS-6 IFB-RH-20-059 activities. Prior to applying for the NOT, the contractor shall properly clean the site and remove all stockpiled areas. Compensation for erosion control devices, SWPPP plan, inspections and all other work required by the NPDES General Permit including, but not limited to, preparation and submission of the documents as well as all labor and materials

required for compliance shall be included in **Bid Item No. 1000-1 NPDES and SWFWMD Permit, Lump Sum.**

Payment schedule for work under these bid Item No. 1000-1 will be as follows: thirty (30) percent on the initial pay request accompanied by the Storm Water Pollution Prevention Plan (SWPPP) and the NOI, 2.5 percent per month up to a combined maximum of seventy-five (75) percent, and twenty-five (25) percent or the balance due with the final pay request accompanied by the Stormwater Permit NOT

TSP-105 CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS.
This article is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in such quality control system shall be the responsibility of the CONTRACTOR to provide and implement subject to approval by the COUNTY.

TSP-110 CLEARING AND GRUBBING

110-3 Selective Clearing & Grubbing
Add the following text to the end of this subsection:

Any trees and/or shrubbery located within the right-of-way shall be protected and preserved unless otherwise directed by the COUNTY'S Project Manager or indicated in the Plans.

The CONTRACTOR shall relocate existing fences to the new right-of-way line. Where additional fencing is required, the new fencing shall be the same type and material as that which exists or as designated on the plans. Any fences located within the areas of Temporary Construction Easement (TCE) limits shall be relocated to the edge of the TCE and then relocated to the new right-of-way when construction is completed. All costs associated with the removal, relocation and installation and/or re-installation of fencing in the Project area shall be included in **Bid Item No. 110-1-1 Clearing and Grubbing, Acres.**

TSP-120 EXCAVATION AND EMBANKMENT

120-3 Preliminary Soils Investigation.
Add the following text to this section:

The CONTRACTOR shall be responsible for determining to his/her satisfaction prior to the submission of his/her bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. The prices established for the work to be done will reflect all costs pertaining to that work. Any claims for extras based on the substrata or groundwater table conditions will not be allowed.

120-4.1 Subsoil Excavation:
Add the following text to this section:

Consists of over excavation of limestone material that is unsuitable in its original position (determined by a Geotechnical Engineer and County Project Manager), and that is excavated 3-feet below the finished grade line template. Also includes all suitable material necessary to be removed in order to excavate the unsuitable material. The areas

used to calculate subsoil excavation must also be used in calculating the fill areas, if material is to be replaced.

120-7 Materials for Embankment

Add the following text to this section:

Consists of Natural Clay Borrow for Pond Liner as determined by a Geotechnical Engineer. Include placing and compacting in accordance with FDOT Standard Specifications, Geotechnical Engineer, and the plans.

TSP-160 STABILIZING

160-4 Acceptance Program.

This section is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in such quality control system shall be the responsibility of the CONTRACTOR to provide and implement subject to approval by the COUNTY.

160-7 Test Frequency

This subsection is added as follows

Lime Rock Bearing Ratio

- One (1) per 500 linear feet in randomly selected locations (left, right, and on the centerline)
- One (1) per street minimum

Field Density

1. Test Frequency for Roadway

- One (1) per 300 linear feet in randomly selected locations (left, right, and on the centerline)
- One (1) per street minimum

2. Test Frequency for Curt> Pad (where curb is required)

- One (1) per 300 linear feet
- One (1) per street minimum

Thickness

Test Frequency

- One (1) at each density test location
- If the thickness is not specified, twelve (12) inches is assumed

TSP-162 PREPARED SOIL LAYER

Acceptance Testing

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included

in such quality control system shall be the responsibility

TSP-175 CRACKING AND RESEATING EXISTING CONCRETE PAVEMENT
TSP-200 ROCK BASE
TSP-204 GRADED AGGREGATE BASE
TSP-210 REWORKING LIME ROCK BASE
TSP-230 LIMEROCK STABILIZED BASE
TSP-234 SUPERPAVE ASPHALT BASE
TSP-283 RECLAIMED ASPHALT PAVEMENT BASE
These articles are deleted

TSP-285 OPTIONAL BASECOURSE
This article is revised as follows:

Only lime rock and asphalt shall be considered acceptable optional, base-course materials

285-8 Method of Measurement
This section is deleted and replaced with the following:

The quantity to be paid shall be the actual area, in square yards, of material placed and accepted. There will be no payment for additional square yards of surface area of base due to measured thickness greater than the thickness shown in the plans.

TSP-287 ASPHALT TREATED PERMEABLE BASE
TSP-288 CEMENT TREATED PERMEABLE BASE
TSP-290 GRANULAR SUBBASE
These articles are deleted.

TSP-300 PRIME AND TACK COAT FOR BASE COURSES

300-4 CONTRACTOR'S Quality Control
This section is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in such quality control system shall be the responsibility **of the CONTRACTOR**.

TSP-330 HOT BITUMINOUS MIXTURES-GENERAL CONSTRUCTION REQUIREMENTS

330-11 Density Control.
Add the following to this section:

The following field density requirements and test frequencies shall be used in lieu of those specified in Section 330:

Field Density
The field density shall be ninety-five (95) percent of the laboratory density.

Test Frequency, Per Course

- One (1) per 300 linear feet per lane taken along the roadway mainline in randomly selected locations (left, right, and on the centerline).
- One (1) per acceleration / deceleration lane and taper in a randomly selected location.
- One (1) per median opening in a randomly selected location.
- Two (2) per street minimum.

Thickness

Test Frequency

- One (1) per 300 linear feet for both roadway mainlines in randomly selected locations (left, right, and on the centerline).

- One (1) per acceleration / deceleration lane and taper in a randomly selected location.
- One (1) per median opening in a randomly selected location.
- Two (2) per street minimum

TSP-334 SUPERPAVE ASPHALT CONCRETE

334-5.1.4.3 Control

This subsection is revised to add the following:

The following field density requirements and test frequencies shall be used in lieu of those specified in Section 334:

Field Density

The density, as determined by core samples shall be as follows:
Density Samples (minimum percent G_{mm})
Coarse Grade Mix – 93.00%
Fine Graded Mix – 90.00%

Test Frequency Per Course

- One (1) per 300 linear feet per lane taken along the roadway mainline in randomly selected locations (left, right, and on the centerline).
- One (1) per acceleration/deceleration lane and taper in a randomly selected location.
- One (1) per median opening in a randomly selected location.
- Two (2) per street minimum.

Thickness

Test Frequency

- One (1) per 300 linear feet for both roadway mainlines in randomly selected locations (left, right, and on the centerline).
- One (1) per acceleration/deceleration lane and taper in a randomly selected location.
- One (1) per median opening in a randomly selected location.
- Two (2) per street minimum.

Thickness Tolerance

Structural Lift - ± ¼ inch
Friction Course - ± ¼ inch
Total Pavement Section - ± ¼ inch

TSP-337 ASPHALT CONCRETE FRICTION COURSE

This article is deleted.

TSP-338 VALUE ADDED ASPHALT PAVEMENT

This article is deleted

TSP-341 ASPHALT RUBBER MEMBRANE INTERLAYER

This article is deleted

TSP-346 PORTLAND CONCRETE CEMENT

The following test frequencies shall be used in lieu of the frequencies outlined in this article:

Compressive Strength

Concrete Sidewalks: 3,000 PSI with polymer fibers
All other Components: FDOT Specifications, Section 346

Test Frequency per Type

- Set of three (3) cylinders for each day's placement or per fifty (50) cubic yards, whichever is greater.
- Air content, where applicable.

TSP-425 INLETS, MANHOLES AND JUNCTION BOXES

425-1 Description

The following text shall be added at the end of this section

Constructed elevations for inlets, manholes, and junction boxes shall not vary more than ± 0.05 feet from the grades as shown on the plans and shall maintain the designated direction of flow.

425-3.2 Gratings

The following text shall be added at the end of this subsection

All grates shall be traffic-bearing steel grates, Alternate G, hot-dipped galvanized after fabrication.

TSP-430 PIPE CULVERTS

430-1 Description

The following text shall be added at the end of this section:

Constructed elevations and grades for pipe culverts shall not vary more than 0.10 percent in slope or ± 0.05 feet in elevation from grades as shown on the plans and shall maintain the designated direction of flow.

430-4.1 General

The following text shall be added at the end of this subsection:

Drainage structures shall not be altered to accommodate pipe not laid true to line and grade

430-4.2 Trench Excavation

The following text shall be added at the end of this subsection:

The cost for excavation and backfill for culverts shall be included in the unit cost for the culverts

430-12 Basis of Payment

430-12.1 General

This subsection is revised as follows:

All pipes shall be paid for at the contract unit price, per linear foot, for the quantity of pipe measured in place, completed, and accepted.

TSP-520 CONCRETE GUTTER, CURB ELEMENTS AND TRAFFIC SEPARATOR

520-11 Method of Measurement

This section is revised as follows:

The term "plan quantity" is deleted and replaced with "quantity placed'.

TSP-521 CONCRETE BARRIERS, TRAFFIC RAILING BARRIERS AND PARAPETS.

521-8 Method of Measurement

This section is revised as follows:

The term “plan quantity" is deleted and replaced with "quantity in placed'.

TSP-523 PATTERN TEXTURE PAVEMENT

TSP-525 ASPHALT CONCRETE CURB

TSP-526 ARCHITECTURAL PAVERS

TSP-534 NOISE AND PERIMETER WALLS

These articles are deleted.

TSP-550 FENCING

550-5.1 General

Delete the text in this section and replace with the following:

The quantities to be paid for under this section shall be the length of each type of fence constructed and accepted, including corner pull and end-post assemblies constructed. In addition, no extra payment will be made for any additional lengths of post that are necessary for the crossing of depressions in accordance with 550-4.4.3, muck areas, or other areas of inadequate support for a post of standard length.

No direct payment will be made for the relocation of fencing or the installation of in-kind fencing and gates as it is incidental to Clearing and Grubbing under this Contract.

TSP-563 ANTI-GRAFFITI COATING SYSTEM.

Delete these articles.

TSP-570 PERFORMANCE TURF

570-8 Method of Measurement

Delete the text in this section and replace with the following:

The quantity of Performance Turf to be paid for under this section shall be the area in square yards of turf satisfactorily installed and accepted. The CONTRACTOR shall be required to mow the established turf when the height exceeds six (6) inches as determined by the COUNTY'S Project Manager

570-9 Basis of Payment

Delete the text in this section and replace with the following

The quantity shall be paid for under **Bid Item No. 570-1-2, Performance Turf, per square yard**. The price and payment for performance turf shall constitute full compensation for all work, described herein, and soil preparation and application including, but not limited to, grass seed (permanent type),mulch material, fertilizer, dolomitic limestone, water, grass seed (quick growing),and complete maintenance of grassing areas until accepted by the COUNTY.

TSP-581 CONSTRUCTION LAYOUT

The CONTRACTOR shall retain a registered Professional Surveyor and Mapper (CONTRACTOR'S Surveyor) licensed in the State of Florida to establish all centerlines, base lines, horizontal and vertical control for all structures, roads, pipelines, and facilities, and set benchmarks as necessary to establish the basic layout. The CONTRACTOR'S Surveyor shall be responsible for developing all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations, utility locations, and other working points, lines, elevations, and cut sheets. The CONTRACTOR shall furnish the necessary labor and materials to accurately layout the work and set the required elevations from the information indicated and shall utilize the CONTRACTOR'S Surveyor for all detailed surveys needed for construction.

Prior to the start of construction, the CONTRACTOR'S Surveyor shall stake the right-of-way. At a minimum, staking shall be at 100-foot intervals and at all changes in right-of-way width or direction. Station numbers (e.g., 50+00) shall be painted on the stakes and shall be maintained in legible condition by the CONTRACTOR until final acceptance of the Project. All survey baseline control points must be referenced outside the limits of construction and a copy of field notes submitted to the COUNTY Surveyor prior to the start of construction.

The dimensions for lines, elevations, and grades for structures and appurtenances are indicated in the plans, together with other pertinent information required for laying out the work.

If site conditions vary from those indicated on the plans, the CONTRACTOR shall notify the COUNTY'S Project Manager immediately of such variations. The COUNTY'S Project

Manager shall then adjust the plans as may be required. The location and elevation of the benchmarks are shown in the plans. The CONTRACTOR'S Surveyor shall check all benchmarks shown on the plans and notify the COUNTY'S Project Manager of any discrepancies prior to the start of construction.

The CONTRACTOR'S Surveyor shall provide the COUNTY'S Project Manager with all original field notes used and generated during the construction of the Project. All notes shall be kept in bound field books supplied by the COUNTY. All survey notes taken for the "As- Built" Drawings shall also be contained inbound field books. The COUNTY shall provide two (2) field books to the CONTRACTOR'S Surveyor. Additional field books shall be provided, if necessary, within forty-eight (48) hours of the receipt of a written request. The field books shall be returned to the COUNTY prior to the final acceptance of the Project.

The CONTRACTOR shall also be responsible for all property monuments, geodetic survey control points, and points shown on the plans with State plane coordinates. The CONTRACTOR shall, at his/her own expense, utilize the CONTRACTOR'S Surveyor to set such markers. All geodetic control points and monuments with State plane coordinates shall be re-established using standard GPS methods acceptable within the industry. Monumentation of same shall be by a method approved by the COUNTY Surveyor. **After the Project is constructed, the CONTRACTOR'S Surveyor shall monument the right-of-way unless excused, In writing, by the COUNTY Surveyor's office. Monuments for the right- of-way shall be approved by the COUNTY Surveyor's office for Installation and location and shall be concrete monuments**

A boundary survey drawing must be prepared in accordance with Chapter 5J-17,FAC by the CONTRACTOR'S Surveyor

The CONTRACTOR'S Surveyor shall be available during normal hours to assist the COUNTY'S Project Manager, when required, in checking lines and elevations in the CONTRACTOR'S lay Out and for measuring quantities for payment purposes as the work proceeds. The CONTRACTOR shall cooperate with the COUNTY'S Project Manager so that the checking and measuring may be accomplished with the least interference to the CONTRACTOR'S operations. The CONTRACTOR'S Surveyor shall provide the COUNTY'S Project Manager with survey assistance for subsoil excavation quantities and other Project quantities as required by the COUNTY'S Project Manager.

All costs associated with this work including but not limited to construction layout, survey, and staking the right-of-way and maintenance of the stakes by the CONTRACTOR'S Surveyor shall be incidental to the Contract and Included In the other bid items in the contract.

TSP-582 SECTION CORNER BOX

The CONTRACTOR shall furnish and install a section-corner box at each section-corner monument or quarter section-corner monument within the Project Work area prior to the application of the asphaltic-concrete surface course. In the event that a section of)-corner or quarter section-corner is not located within the boundary of the Project, a minimum of two (2) monuments inside boxes shall be set as directed by the COUNTY Surveyor. The COUNTY Surveyor shall be notified forty-eight (48) hours prior to the installation of the section-corner boxes. If the section or quarter section-corner monuments are destroyed during construction, the CONTRACTOR shall furnish and install a new monument as established by GPS methods and certified as to State plane coordinates by the CONTRACTOR'S Surveyor. The section-corner box shall be an adjustable monument box as manufactured by the Neenah Foundry Company, R-1968, Type 36-8, or approved equal. The existing monuments must be referenced outside the construction limits and a copy of the field notes submitted to the COUNTY Surveyor prior to the start of construction. **All costs associated with this work shall be incidental to the Contract and included in the other bid Items in the Contract**

TSP-700 HIGHWAY SIGNING

700-2.1 General

Add the following text at the end of this subsection.

All post systems, mounting brackets, and hardware shall be a type currently in use by the COUNTY Public Works Department and currently certified by FDOT for use in the State of Florida. Alternative systems, brackets, or hardware shall only be used if approved by the COUNTY'S Project Manager.

700-2.1.1 Materials.

Add the following text at the end of this subsection:

All post systems, mounting brackets, and hardware shall be a type currently in use by the COUNTY The Department of Public Works and currently certified by FDOT for use in the State of Florida. Alternative systems, brackets, or hardware shall only be used if approved by the COUNTY'S Project Manager.

Add the following section

700-7 Certification of Materials

All traffic-control devices and materials shall be on the current FDOT Approved Products List (APL). Proof of certification is required for all traffic-control devices. A Traffic-Control Device Submittal Data Form shall be submitted for approval prior to the installation of any traffic control device. No traffic-control device shall be installed until the COUNTY Traffic Operations Division has approved the certification submittal. These forms are available from the COUNTY Traffic Operations Division

TSP-706 REFLECTIVE PAVEMENT MARKERS AND BITUMINOUS ADHESIVE

706-1 Description

Add the following text at the end of this section:

Raised retro-reflective pavements markers shall be Class B

TSP-911 BASE AND STABILIZED BASE MATERIAL

911-2 Furnishing of Material

Add the following text at the end of this section:

LIMEROCK

All lime rock material utilized in the execution of this Contract shall originate from a certified FDOT quarry. The lime rock material shall be supplied from a currently certified stockpile from the FDOT quarry. A certification stamp must appear on the tickets supplied to the COUNTY'S Project Manager prior to the placement of the material. The COUNTY reserves the right to split samples with the supplier's quality control, testing laboratory at the point of production

TSP-934 NON-SHRINK GROUT

934-1 Scope

The following shall be added at the end of this section:

Testing will be carried out using samples of actual job materials mixed according to manufacturer's recommendation

934-5 Product Acceptance on the Project

Delete the text of this section and replace with the following:

For job site acceptance, the CONTRACTOR shall submit a unit sample to the COUNTY'S Project Manager for testing. Materials will be accepted at the job site after meeting the test requirements of 934-4. Unit samples submitted for testing shall be a single package of no less than one (1) cubic foot. Materials remaining in storage for more than six (6) months after testing must be re-tested before use.

TSP-934 GEOSYNTHETIC MATERIALS

All costs associated with GEOSYNTHETIC MATERIALS, aka Filter Fabric, shall be incidental to the Contract and included within the other bid items in the contract.

TSP-1000-1 NPDES PERMIT – LUMP SUM
See Items TSP-104-9.1 Permit Compliance and 104-9.2 NPDES Permit and Compliance.

TSP-1000-2 BONDS AND INSURANCE - LUMP SUM.
See Item TSP-101-1 Mobilization.

TSP-1000-3 RECORD DRAWINGS ("AS-BUILT" DRAWINGS)

During the entire construction, the CONTRACTOR shall maintain records of all deviations from the plans and specifications and shall submit those deviations to the COUNTY'S Project Manager in the form of Record Drawings ("As-Built" Drawings). The "As-Built" Drawings shall be initiated at the Notice to Proceed and shall be updated at least every seven (7) days (or as frequently as necessary to capture the necessary information) throughout the Contract duration. The CONTRACTOR shall engage the services of a Florida-registered Professional Surveyor and Mapper (CONTRACTOR'S Surveyor) to prepare the "As-Built" Drawings. The "As-Built" Drawings shall be developed in accordance with Florida's Minimum Technical Standards, FAC, Chapter 5J-17, FAC. The "As-Built" Drawings shall be developed using the CONTRACTOR'S records of all deviations from the Plans and" As-Built" surveying performed by the CONTRACTOR'S Surveyor.

The "As-Built" Drawings shall be plotted on the plans and/or detail sheets of the Contract Plans. The COUNTY will lend the mylar originals to the CONTRACTOR to allow for the production of the base mylars to be used for the "As-Built" Drawings. As-built information shall be plotted in ink on the base mylars so as to be easily distinguished from the "proposed" plan, boldly denoted as "as-built."

At. a minimum, the following information shall be shown on the "As-Built" Drawings:

Vertical as-built information:

- Final elevations along the profile grade line at least every 100 feet for linear grades and at least every fifty (50) feet along vertical curves.
- Final elevations on the edge of pavement and transitions every 100 feet, with stationing matching as-built elevations on the profile grade line
- Final elevations of pipe inverts for all manholes and inlets. Final grate or rim elevations for manholes and inlets. Final elevations of inlets for all end walls or mitered end sections. Final elevations and dimensions for pond discharge structures.
- Final elevations for ditch bottoms, pond bottoms, and berms at locations where proposed elevations are given.

Horizontal as-built information:

- Horizontal locations (station and offset) confirmed, if located per plan and plotted, and denoted if not plotted for all manholes, inlets, mitered end sections, end walls, and pond discharge structures.
- Horizontal locations plotted and denoted for any significant deviation from the roadway's geometric features.
- Horizontal locations and approximate dimensions plotted for constructed driveways.
- Horizontal locations plotted and denoted for signalization poles, pull boxes, and controllers.

- Horizontal locations plotted for power poles.

Pond mitigation area as-built information:

"As-Built" Drawings for stormwater management ponds and mitigation areas shall meet the as-built requirements of various environmental permitting agencies issuing permits for the Project. These Contract Documents contain the permits issued by the various environmental permitting agencies issuing permits for this Project, for example, SWFWMD.

Discharge areas as-built information:

"As-Built" Drawings for stormwater management discharge areas shall meet the as-built requirements of various environmental permitting agencies issuing permits for the Project. These Contract Documents contain the permits issued by the various environmental permitting agencies issuing permits for this Project, for example; SWFWMD

The CONTRACTOR shall deliver to the COUNTY prior to final acceptance or final payment four (4) sets of blue-line "As-Built" Drawings signed and -led by the CONTRACTOR'S Surveyor. The CONTRACTOR shall also submit one (1) set of reproducible "As-Built" Drawings (mylar) that will bear the name and Professional Surveyor and Mapper number of the CONTRACTOR'S Surveyor as well as the CONTRACTOR'S Surveyor company name and address.

All costs associated with the preparation of "As-Built" Drawings shall be included in the Contract price tor Bid Item No. 1000-3, As-Built Drawings, Per Lump Sum.

TSP-1000-4 CONSTRUCTION PHOTOGRAPHS

IF APPLICABLE

Preconstruction Videos

The CONTRACTOR shall provide professionally recorded, color videos showing the preconstruction site. **The video(s) shall show pertinent, physical features, including existing structures located adjacent to the existing pond and structures prior to the start of construction.** One (1) copy of the video(s) shall be furnished to the COUNTY'S Project Manager prior to the start of construction. The video(s) shall be electronic format, ex. CD, Thumb drive or other county acceptable format and shall be labeled at the beginning of the tape and on the front of the data media with the date, project name, location, and a brief description of the video. The person taking the video shall sign the video log. A representative of the COUNTY shall be present when the pre-construction video is recorded.

Progress Photographs

Aerial progress photographs taken at a low altitude shall be provided by the CONTRACTOR prior to the start of construction for the entire area covered by the Project and on a bimonthly basis illustrating the work executed in the preceding sixty (60) days. The 8" X 10" glossy, color photographs shall be of professional quality and shall be submitted in an album with the date, station or location, and direction printed or typed on the reverse side of each photograph. A negative of each photograph shall also be submitted

Submission of the aerial photographs shall accompany every other pay request submitted by the CONTRACTOR (i.e., bimonthly). All aerial photographs shall be organized in an album, in a logical fashion, from front to back, first from earliest to latest date, and then by Project begin to end stationing. The album shall be permanently bound and contain a pouch or similar compartment in which the negatives may be stored. The Project name and date shall be permanently embossed on the outside front cover of the album.

All costs associated with the preparation of construction photographs shall be Included in the Contract price for Bid Item No. 101-1, Mobilization, Lump Sum.

TSP-1000-5 Gopher Tortoise Survey and Permit (if needed) Refer to SP-2

TSP-1000-6 Gopher Tortoise Burrows Excavation (if needed) Refer to SP-3

TSP-1000-7 Gopher Tortoise Relocation (if needed) Refer to SP-4

END OF SECTIONS

END OF THE TECHNICAL SPECIFICATIONS SECTION

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART III

BID PROPOSAL

PROJECT NAME: **ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT**

By signing this Bid Proposal, the undersigned affirms that said Bid Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a Bid Proposal for the same purpose, and that this Bid Proposal is in all respects fair, and without collusion or fraud. The undersigned understands that this Bid Proposal must be signed to avoid rejection by Pasco County (hereinafter the "COUNTY").

IN EXECUTING THIS DOCUMENT, THE UNDERSIGNED REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE ASSOCIATED **INSTRUCTIONS TO BIDDERS (PART I)**, THE **CONDITIONS OF CONTRACT (PART II)**, AND THE **AGREEMENT (PART IV)**, SAID DOCUMENTS AND THEIR RESPECTIVE EXHIBITS AND ATTACHMENTS BEING THE SOLE BASIS UPON WHICH THE BIDDER MAKES THIS PROPOSAL.

*** * * USE BLUE OR BLACK INK * * ***

ALL THE **FOLLOWING** REQUESTED INFORMATION MUST BE GIVEN FOR THIS BID PROPOSAL TO BE CONSIDERED BY PASCO COUNTY:

1. **Bid Price.** Note that this sum represents the total of the prices shown in the following Bid Schedule (page(s) **BP 1 – 9).** Should the BIDDER make any errors in determining a line item total or in the summation of the line item totals in said Bid Schedule, upon discovery of the errors, the correct multiplication and/or sum, will be used by the County in determining the Bid Price of a BIDDER; provided, however, the COUNTY shall not be liable for any failure to discover such errors: $_____
(DO NOT LEAVE BLANK)

2. **Indemnification & Termination for Convenience** (See GC 6.5 & 16.2.3.1): $ 200.00

3. **Total Bid Price** (add the dollar amounts stated in the above lines.) $_____
(DO NOT LEAVE BLANK)

4. **Allowances**

   A. **Allowance Work** in accordance with Article 21 of the General Conditions. $ 250,000.00
   (FOR COUNTY USE ONLY)

   B. **Other Allowances** $ N/A

5. **Alternates** (none) $ N/A
   (FOR COUNTY USE ONLY)

6. **Final Total Bid Price ***: $_____
   (FOR COUNTY USE ONLY)

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* The dollar amounts shown herein are to be utilized by the COUNTY as a guide to selecting the *best qualified* low BIDDER. The COUNTY reserves the right to award on more than one or none of the Alternates at its sole discretion. The actual total compensation paid BIDDER for the Project described in these Contract Documents may vary from the amount stated herein due to adjustments in pay quantity/ quantities resulting from changes in item quantity/quantities, and/or adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

7. BIDDER acknowledges that included in the various items of the proposal, and in the Total Bid Price as indicated above, are costs for complying with the Florida Trench Safety Act.

The BIDDER further identifies the cost to be $_____ **[IMPORTANT: this blank to be filled in by the BIDDER]**. This cost is itemized in the Florida Trench Safety Act Certification and Disclosure Statement that is included in this proposal as Exhibit B. It is a ***MANDATORY REQUIREMENT*** that the Disclosure Statement be submitted with a bid.

8. The Total Bid Price quoted above represents the Bid Proposal of the BIDDER, exclusive of consideration of Reserves for Specified Allowances and of the Alternate(s) listed in any accompanying Alternative Bid Schedule. Pasco County may select one or more of any said Alternate(s) relative to determining the lowest and best bid proposal. The Final Total Bid Price will be computed by Pasco County to reflect all Reserves for Allowances, as well as the addition or deletion of any Alternate(s) selected by the COUNTY. Where an Alternative Bid Schedule is provided, ***A FAILURE TO SUBMIT A PRICE FOR EACH ALTERNATE WILL RESULT IN REJECTION OF THE BID AS NONRESPONSIVE.***

9. Receipt of Addendum No._____ through No._____ is acknowledged.

10. Legal name of the BIDDER:_____.

(**This name must match the name on your current W9 Form. The W9 will be requested at the time of award.** Designate with name, in typed or printed form, whether corporation, limited liability company, partnership, individual, or other type of legally recognized entity or person; if not a natural person, designate also the state or country of incorporation or other legal establishment, as applicable)

All fictitious names or aliases:_____.

11. Local (to New Port Richey, Florida) business and mailing address of the BIDDER:

_____.

12. Primary business and mailing address of the BIDDER:_____

_____.

Contractor License No. _____.

Federal Employer Identification Number (FEIN): _____.

13. Business phone number of the BIDDER: (___)_____; Fax: (_____)_____.

14. The BIDDER has been operating under the present trade name continuously since:

_____.

15. The BIDDER represents by execution of this document below that the BIDDER understands all the requirements associated with this Bid, that this is a serious Bid, and that the BIDDER will comply fully with all the stipulations included in the Bid Package.

The above-named BIDDER affirms and declares:

A. That the BIDDER, if an individual, is of lawful age, and that no other person, firm or corporation has any interest in this Proposal, or in the contract proposed hereby, except as expressly stated below (if none, so state):

_____

_____

B That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

C. That the BIDDER is not in arrears to the COUNTY upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the COUNTY except as expressly stated below:

D. That no officer or employee or person whose salary is payable in whole or in part from the Treasury of the COUNTY is, shall be or shall become interested, directly or indirectly, as surety or otherwise in this Proposal, in the performance of this Contract, in the supplies, materials, equipment, and work or labor to which they relate, or in any portion of the profits thereof.

E. That the BIDDER is in compliance with Section 448.095(2), Fla. Stat. requiring CONTRACTOR and its SUBCONTRACTORS to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The BIDDER also confirms that no public employer has terminated a contract with the BIDDER for failure to comply with Section 448.095(2), Fla. Stat. (2020) within the 12 months preceding the date this Certification Form is signed by the BIDDER.

F. That the BIDDER has received and carefully examined all Addenda issued prior to Bid Opening.

G. That the BIDDER has carefully examined the site of the Work and that, based alone upon investigations by the BIDDER, the BIDDER is fully satisfied as to: (1) the nature and location of the Work; (2) the location of all existing utilities, whether above or below the surface; (3) all subsurface conditions; (4) the character, quality and quantity of all materials needed for the performance of the Work; (5) the kind and extent of the equipment, labor and other resources or facilities needed for the performance of the Work; (6) the general and local conditions, as well as all

difficulties that may be encountered, including but not limited to weather conditions; and (7) all other items which may in any way affect or impact the Work or its performance.

H. That the BIDDER or any officer of the BIDDER has not been found guilty of a public entity crime or is on the convicted vendor list as set forth in Sections 287.132 and 287.133, F.S.

I. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) provides a copy of their local business tax receipt or evidence of qualification as a business in a neighboring county as listed in the County's Purchasing Ordinance at the time of submittal. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A
_____ Local Business located in Pasco County

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State or Federal Funds Involved <u>N/A</u> (Mark X or N/A as applicable)

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt <u>must</u> be provided at the time the response is submitted in order to qualify for such consideration.

16. The individual executing this document, under penalty of perjury, represents that he or she is either the BIDDER, or that he or she is of lawful age and has been duly AUTHORIZED to execute this document on behalf of the BIDDER. A copy of the document authorizing the signer to sign is included with this Bid Proposal.

IN WITNESS WHEREOF, this Bid Proposal has been signed and sealed as of the date indicated below by the BIDDER.

ATTEST: BIDDER:

_____ BY:_____

Witness No. 1 - Print Name (Authorized Signature in Ink)

_____ _____

Witness No. 1 – (Signature in Ink) (Printed name of Signatory)

_____ _____

Witness No. 2 – Print Name (Printed Title of Signatory)

_____ _____

Witness No. 2 – (Signature in Ink) (Signature Date)

CORPORATE SEAL
(where appropriate)

THIS PROPOSAL MUST BE SWORN TO OR
AFFIRMED BELOW BY THE PERSON SIGNING IT
(see following pages)

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

BID SCHEDULE SUBMITTED BY:_____

Annual Concrete Sidewalk Replacement Contract

BID LINE ITEMS

BID No.: **IFB-RH-21-193**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
101-1	Mobilization	EA WTOL	5		$
102-1	Maintenance of Traffic	EA WTOL	5		$
104-10-3	Sediment Barrier	LF	750		$
104-11	Floating Turbidity Barrier	LF	100		$
110-1-1	Clearing and Grubbing	EA WTOL	5		$
110-7	Mailboxes (Relocation) (Furnish and Install)	EA	25		$
110-48	Sawcut	LF	150		$
120-1	Excavation	CY	50		$
120-6	Embankment	CY	50		$
327-70-6	Milling of Existing Asphalt Pavement (2-2-1/2" Maximum Depth) (Various Widths)	SY	1,000		$
334-1-13	Asphaltic Concrete, Traffic C, Type S-III ACC, Surface or Intermediate Course (1/2" - 1 1/4" Max)	TN	100.00		$
400-0-11	Concrete Class NS, Gravity Wall	CY	10		$
425-1-910	Inlets, Closed Flume	EA	5		$
430-175-118	Pipe Culvert, Optional Material, Round, 18” S/CD	LF	100		$
430-175-124	Pipe Culvert, Optional Material, Round, 24” S/CD	LF	5		$
430-984-129	Mitered End Section, Optional Round, 18” SD	EA	100		$
430-984-229	Mitered End Section, Optional Round, 24” SD	EA	5		$

430-984	Applicable NON FDOT Drainage Structures, as provided by the Engineer of Record. Example are: Weir Structures, Flood Gate Support Structures, etc.	CY	5		$
515-1-2	Pipe Handrail – Guiderail. Aluminum	LF	100		$
520-1-10	Concrete Curb & Gutter, Type F	LF	250		$
520-3	Valley Gutter - Concrete	LF	250		$
522-1	Concrete Sidewalk (4” Thick)	SY	250		$
522-2	Concrete Sidewalk (6" Thick)	SY	250		$
524-1-1	Concrete Ditch Pavement, Non-Reinforced (3”)	SY	100		$
527-7	Detectable Warnings	SF	100		$
570-1-1	Sodding (Bahia)	SY	500		$
570-1-2	Performance Turf Sod (Match Existing)	SY	500		$
591-1	Irrigation Repairs, (includes: Sprinkler Heads piping and other related appurtenances)	EA	25		$
1055-10-2	Fencing, Type B (6' Height)	LF	50		$
654-2-21	Rectangular Rapid Flashing Beacon, F&I – Solar Power, Complete Sign Assembly – Single Direction	AS	5		$
700-1-11	Single Signpost, F&I Ground Mount, Up to 12 SF	AS	5		$
700-1-50	Single Post Sign, Relocate	AS	5		$
700-1-60	Single Post Sign, Remove	AS	5		$
711-11-123	Thermoplastic, Standard, White Solid, 12"	LF	250		$
711-11-125	Thermoplastic, Standard, White, Solid, 24”	LF	250		$
711-16-101	Thermoplastic, Standard - Other, White, Solid, 6”	GM	5		$
1000-2	Bonds and Insurance	LS	1		$
1000-3	Record Drawings (“As-Built” Drawings)	EA WTOL	5		$
1000-4	Construction Photographs	EA WTOL	5		$
1000-5	Gopher Tortoise Survey / Permit	EA WTOL	5		$
1000-6	Gopher Tortoise Burrows Excavation	EA WTOL	5		$

1000-7	Gopher Tortoise Relocation	EA WTOL	5		$

BID PRICE:	$

Note:
AS=Assembly, CD=Calendar Days, NM=Net Mile, **EA WTO=Each Work Task Order Location**
LS=Lump Sum, LF=Linear Feet, EA=Each, CY=Cubic Yard, SY=Square Yard and SF=Square Foot

Pay Line Items are based off FDOT July 2018 Standard Specifications for Road & Bridge Construction

ALL ITEMS ARE TO BE FURNISHED AND INSTALLED UNLESS OTHERWISE NOTED.

TOTAL BID PRICE – INDICATE TOTAL BID PRICE HERE AND ON SHEET BP-2 AS INDICATE ON THAT SHEET.

BOND NO._____

PART III

EXHIBIT A

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, _____ _____ (hereinafter called the Principal) and _____ _____ (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____ _____, with its principal offices in the City of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners, Pasco County, Florida, in the full and just sum of **FIVE PERCENT (5%) OF THE TOTAL BID PRICE** in good and lawful money of the United States of America, to be paid upon demand of Pasco County and to which payment, will and truly to be made, we bind ourselves, heirs, executors, administrators, successors, and assignees, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted a Proposal to Pasco County for the purpose of:

ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT

for Pasco County, designated as Bid No. IFB-RH-21-193; and

WHEREAS, the Principal desires to file this Bid Bond in accordance with law, in lieu of an acceptable check otherwise required to accompany the Proposal;

NOW THEREFORE, the conditions of this Bid Bond are such that if the Proposal is accepted by Pasco County and if the Principal, within ten (10) days after written Notice of Apparent Low Bidder, (a) executes a written contract in the form and manner required by Pasco County, in accordance with the Proposal, and upon the terms, conditions and price(s) set forth therein and (b) executes any Performance Bond and/or Payment Bond required by the Proposal; valued in the amount(s) specified therein; and in a form and with sureties satisfactory to Pasco County, or furnishes an alternate form of security acceptable to Pasco County and (c) submits certificates of insurance in the manner specified in the Contract Documents, with companies acceptable to Pasco County, and in such amounts as required by the Contract Documents; then this Bid Bond is void. Otherwise, this Bid Bond remains in full force and effect and the Surety shall immediately pay to Pasco County, upon demand, the amount secured by this Bid Bond in good and lawful money of the United States of America, upon failure of the Principal to comply with any and all of the foregoing requirements within the time specified above.

BOND NO._____

THIS BOND DATED THIS _____ DAY OF_____, 20_____.

ATTEST:

BY: _____

Name:_____

Title: _____

_____
Witness

_____
Witness

PRINCIPAL:

By:_____

Name:_____

Title: _____

-OR-

_____
Witness

_____
Witness

BY:_____(SEAL)
As Attorney in Fact (Attach Power)

_____
Printed Name

_____
Business Address

(___) _____
Business Telephone Number

BOND NO._____

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

BOND NO._____

ATTEST:

SURETY:_____
Printed Name

_____
Business Address

_____
Witness

BY:_____ (SEAL)
Authorized Signature

_____
Witness

_____
Printed Name

-OR-

_____
Witness

BY:_____ (SEAL)
As Attorney in Fact (Attach Power)

_____
Witness

_____
Printed Name

_____
License Number of Agent

COUNTERSIGNED (if applicable):

_____
Signed

_____
Agency Name

_____( )_____
Agent's License Number

_____
Agency Mailing Address

( )_____
Agency Telephone Number

( )_____
Agency Fax No.

BOND NO._____

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

PART III

EXHIBIT B

PASCO COUNTY, FLORIDA

FLORIDA TRENCH SAFETY ACT
CERTIFICATION AND DISCLOSURE STATEMENT (MANDATORY)

The undersigned acknowledges the requirements of the Florida Trench Safety Act and hereby certifies that the undersigned is an authorized representative of the bidder and in that capacity commits the bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said bidder.

1. The bidder acknowledges the Florida Trench Safety Act and the requirements established herein.

2. The bidder further acknowledges that the aforementioned Act established the Federal excavation safety standards set forth at 29 CFR Part 1926.650, Subpart P as the interim State standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or reviews said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

3. The bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

4. The Contractor shall consider the geotechnical information available from the County, its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Contractor acknowledges that it is *solely responsible* for the selection of the data on which it relies in designing said safety system, as well as for the system itself.

5. The amount the bidder has set forth in Item 7 of page BP-2 includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, cost and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the aforementioned Act. No adjustment to the Contract Time or Price shall be made for any difference in the number of linear feet of trench excavation, except as may otherwise be provided in these Contract Documents.

Trench Safety Measure (Description)	Unit (Qty)	Unit of Measure (LF,SY)	Unit Cost	Extended Cost
A. _____	_____	_____	$_____	$_____
B. _____	_____	_____	$_____	$_____
C. _____	_____	_____	$_____	$_____
D. _____	_____	_____	$_____	$_____
			TOTAL	**$**_____

6. This amount disclosed as the cost of compliance with the applicable trench safety requirement does *not* constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the County (except as may otherwise be provided), which are necessary to so comply.

7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

_____
Authorized Signature

_____
Typed name of Contractor

_____
Date

PART III

EXHIBIT C

CONFLICT OF INTEREST DISCLOSURE (MANDATORY)

The award hereunder is subject to provisions of Chapter 112, Florida Statutes. All BIDDERS must disclose with their Bid Proposal the name of any officer, director, or agent who is also an employee of Pasco County, Florida. Further, all BIDDERS must disclose the name of any Pasco County employee who owns, directly or indirectly, an interest of ten (10) percent or more in the BIDDER'S firm or any of its branches.

Name	Conflict
_____	_____
_____	_____
_____	_____

The undersigned, under penalty of perjury, claiming authority to act for the BIDDER named below, does hereby certify on behalf of the BIDDER that this Bid Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid Proposal for the same WORK, MATERIALS, supplies, or EQUIPMENT; that it is in all respects fair and without collusion or fraud; and that the BIDDER agrees to abide by all conditions of this Bid Proposal.

_____
Name of BIDDER

By: _____

Name: _____

Title: _____

Date: _____

PART III

EXHIBIT D

CERTIFICATION OF UNDERSTANDING (NPDES AND PPCP)

On behalf of the BIDDER named below, I am authorized, and do hereby certify, under penalty of perjury, that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharge activity from the construction site identified as part of this certification.

Furthermore, I am authorized, and hereby certify, that the BIDDER will hold the COUNTY harmless for any and all violations of the General NPDES Permit conditions and the Storm Water Pollution Prevention Control Plan in connection with this Project.

_____ By:_____

Name of BIDDER

Name:_____

Title:_____

Date:_____

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

PART III

EXHIBIT E

CONTRACTOR RESPONSIBILITY SURVEY FOR ENGINEERING AND CONSTRUCTION SERVICES

In order to determine the lowest responsive and responsible bidder for this project, Pasco County mandates that the apparent lowest bidder provide the following survey when requested by the COUNTY. **THE FAILURE OF A BIDDER TO PROVIDE TIMELY ALL INFORMATION REQUESTED BY THE SPECIFIED DATE MAY RESULT IN A FINDING THAT THE BIDDER IS NOT RESPONSIBLE. PASCO COUNTY MAY RELY ON THIS INFORMATION IN AWARDING THE CONTRACT FOR THIS PROJECT, THEREFORE, ANY MATERIALLY FALSE, MISLEADING, OR INCOMPLETE INFORMATION SUBMITTED BY A BIDDER MAY BE GROUNDS FOR REJECTION OF A BID OR REVOCATION OF AN AWARDED BID IF THE MATERIAL FALSITY, MISLEADING NATURE, OR INCOMPLETENESS OF THE INFORMATION SUBMITTED IS DISCOVERED BEFORE BOARD APPROVAL OF THE CONTRACT, OR FOR THE TERMINATION OF THE CONTRACT FOR CAUSE IF DISCOVERED AFTER BOARD APPROVAL OF THE CONTRACT.** Any questions concerning the requested information may be directed to the Pasco County Purchasing Director.

Information and Documents to be provided

1. List all projects on which the BIDDER has worked in the last two (2) years. Please include, for each project, the job location, the cost and/or contract value, the name and telephone number of the owner's representative, and the name and telephone number of the surety.

2. List all projects for which the BIDDER is currently under contract. Please include, for each project, the job location, the cost/contract value, the name and telephone number of the owner's representative, and the name and telephone number of the surety. Also indicate whether the BIDDER is the prime contractor on the project, and whether all subcontractors have been paid to date in a timely fashion.

3. Provide a copy of the current resume of the project manager and full-time job superintendent for the BIDDER who will be used on this project for Pasco County, if the contract is awarded to the BIDDER.

4. Provide a critical path management plan within ten days of Notice to Proceed or date of pre-construction meeting whichever is later detailing the approach the BIDDER anticipates taking towards this project for Pasco County.

5. Provide a copy of a balance sheet and income statement for the most recent quarterly period of the fiscal year of the BIDDER.

PART IV

AGREEMENT

THIS AGREEMENT is made and entered into by and between the BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, hereinafter called COUNTY,
and _____ hereinafter called the CONTRACTOR, whose business address is _____.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The CONTRACTOR shall provide to the COUNTY, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for:

ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT
Bid No.: IFB-RH-21-193

2. The CONTRACTOR shall complete the Work to be performed under this Agreement for a **three (3) year term** (the initial Contract Time) from the date of the first Notice to Proceed issued by the COUNTY. This Contract can also be renewed by the COUNTY for two (2) additional one (1) year option(s) to renew at the County's option at the same terms and conditions upon notice to the CONTRACTOR within ninety (90) days prior to the expiration on the initial contract time or any renewal period thereof.

3. In addition to the number of calendar days specified for the initial Contract Time in the preceding paragraph, **60** calendar days have been included in the overall Contract Time for allocation to the CONTRACTOR for performance of Allowance Work in accordance with the Allowances provision of the Contract Documents.

4. **Time is of the essence for this Agreement.** Timely completion of the Work after the issuance of the aforesaid Notice to Proceed is of central importance to the COUNTY. This Project has certain various critical milestones to be met.

5. **Liquidated damages shall apply to compensate for delays.** The parties acknowledge and agree that the damages to the COUNTY associated with any delay in completion of the Project are not readily ascertainable as of the time of execution of this Agreement, and concur that the sum of **$1,241.00/Day** per diem**,** bears a reasonable relationship to the actual damages which the COUNTY would suffer as a consequence of any such delay in completion of the Work. The parties agree that such sums are reasonable and would not constitute a penalty against the CONTRACTOR. In arriving at these sums, consideration has been given to the loss to the public of the use of the Project due to delay, the additional administrative costs caused by any delay,

higher labor and material costs associated with delay, risks associated with litigation from delay, and other factors. Failure to complete the Work by any Milestone Date(s) set forth in the agreed upon Work Schedule or in this Agreement, up to and including that for Final Completion, therefore, shall entitle the COUNTY to deduct these sums from the Contract Price for each day of delay in meeting each such Milestone Date. The amounts of Liquidated Damages for individual Milestone Dates are additive for each day of delay they are concurrently in effect.

6. This Agreement includes and incorporates by reference all Contract Documents, as the term Contract Documents is defined within Article 1 of the General Conditions found in Conditions of the Contract (Part II).

7. The total Contract Price for the full and complete performance by Contractor of all Work required by the Contract Documents shall not exceed **$_____** , unless otherwise modified as provided herein. The total Contract Price includes **$100.00** for Indemnification, **$100.00** for termination for convenience, **$250,000.00** for Allowance Work, and **$_____** for Alternate No. ___. Payment shall be made not more often than once per month and in accordance with the Contract Documents.

8. During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

9. The CONTRACTOR shall furnish to the COUNTY (when and in the manner required by the Contract Documents) all appropriate Certificates of Insurance, and a Performance Bond and/or Payment Bond for the Contract Price within ten (10) days following Notification of Award.

10. The COUNTY and the CONTRACTOR acknowledge the acceptance from the Bid Proposal (Part III) of the following Alternate(s).

No._____ No._____ No._____ No._____

No. _____ No._____ No._____ No._____

The COUNTY and the CONTRACTOR acknowledge that the corresponding price as shown in the Bid Proposal (Part III) for each accepted Alternate is incorporated in the amount of compensation

specified in paragraph 7 above.

11. The COUNTY and the CONTRACTOR acknowledge that all addendums issued with respect to this Project are herein incorporated into the list of Contract Documents listed in Article 1, Part II and made a part of this Agreement.

12. The funding required for this Project is contingent upon the availability of County funds and the appropriation of such funds by the Board of County Commissioners.

13. This Agreement and any changes hereto shall constitute the entire agreement between CONTRACTOR and COUNTY relating to Work. This Agreement supersedes all previous or contemporary representations or warranties of COUNTY or CONTRACTOR not set forth or referenced in the Contract Documents.

14. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on the COUNTY unless in writing and executed by the BOARD.

15. Waiver by the COUNTY of a breach of any provision of this Agreement by the CONTRACTOR shall not be deemed to be a waiver or any other breach and shall not be construed to be a modification of the terms of this Agreement.

16. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair the rights of the COUNTY with respect to any liabilities, whether or not liquidated, of the CONTRACTOR to the COUNTY theretofore accrued.

17. The duties and obligations imposed upon the CONTRACTOR by this Agreement and the rights and remedies available hereunder, shall be in addition, and not limited, to any otherwise imposed or available in law or in equity, whether by statute, special guarantee, or otherwise.

18. The CONTRACTOR shall at all times remain an independent contractor and shall have no power, nor shall the CONTRACTOR represent that the CONTRACTOR has any power, to bind COUNTY or to assume or to create any obligation expressed or implied on behalf of the COUNTY.

19. This Agreement shall be binding upon and its benefits and advantages shall inure to the heirs, personal representatives, successors and assigns of the parties hereto.

20. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable with the remainder of the Agreement remaining valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last day written below (bid award date for the Project subject thereto).

ATTEST

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

By: _____
Ronald E. Oakley
Chairman

Date: _____, 2021

CONTRACTOR:

(NAME OF COMPANY)

By:_____
Printed Name

_____
Title of Signer

Witness

Date: _____, 2021

_____
Print Name of Witness:

Witness

_____
Print Name of Witness:

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

ADDENDUM TO INVITATION FOR BID

September 7, 2021

TO: Concerned Bidders

RE: Addendum No. 1: **IFB-RH-21-193 – ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT**

Please make note to the following changes, additions, deletions and clarifications to the above referenced solicitation:

QUESTIONS AND ANSWERS

Question 1: What is the County's annual budget?

Answer 1: **The County's annual budget is $250,000.00 per year - $750,000.00 for three years.**

Question 2: What does the unit of measure WTOL stand for?

Answer 2: **The unit of measure WTOL stands for WORK TASK ORDER LOCATION.**

Question 3: There are 5 MOBs and 5 MOT pay items; are there only going to be 5 work orders issued per year?

Answer 3: **A new Bid Form is attached – There will be one (1) Mobilization MOB per year. This Bid Solicitation was prepared on the presumption that not all work task orders locations will require maintenance or traffic. Therefore, the bid accounts for five (5) instances were MOT plan submission and approval by the County Building Department and Traffic Operations may be required. The intent here is to compensate the Contractor for all associated expenses, directly and indirectly related but not limited, such as; ROW Permit acquisition, MOT Plan preparation, implementation and operation (manpower and equipment) MOT removal, etc.**

Question 4: Can you provide a sample work order from a previous contract so I can get an understanding of the amount of work per each work order?

Answer 4: **Unfortunately, we do not have a sample work order form to provide as an example. This will be the 1st Annual Sidewalk Contract for Pasco County Department of Public Works. As with other Annual Contracts currently in place, the procedure to follow will be:**

1. **Issuance of a Contract Notice to Proceed immediately after Board approval.**
    - **NPT officially recognizes the contract and advices the contractor the contract is active life span.**

2. **Issuance of Work Task Order Location NTP.**
    - **This NTP officially communicates and conveys to the contractor DPW request for work to be completed at a particular location and projected scope of work and expenditures.**
    - **This NTP will be accompanied by request of contracted services based on the approved contract Schedule of Values.**

Question 5: There is no pay item for concrete removal. Would this be covered under your clearing/grubbing pay item?

Answer 5: The Bid Sheet has been revised to show a new bid line item; 110-4, "Removal of Existing Pavement (Concrete).

Bidders should acknowledge receipt of this addendum on the Bid Form. Failure to acknowledge receipt of this addendum may be cause for rejection. The opening date will remain unchanged.

I appreciate your kind cooperation and regret any inconvenience this may have caused. If there are any additional questions, please contact the Purchasing Department at (727) 847-8194, ext. 2440.

Sincerely,

Robin L. Harris

Robin Harris
Purchasing Agent

ATTACHMENTS
ADDENDUM 1 – REVISED BID FORM PAGES 8 - 10

BID SCHEDULE SUBMITTED BY:_____

Annual Concrete Sidewalk Replacement Contract

BID LINE ITEMS

BID No.: **IFB-RH-21-193**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
101-1	Mobilization	EA WTOL	1		$
102-1	Maintenance of Traffic	LS	5		$
104-10-3	Sediment Barrier	LF	750		$
104-11	Floating Turbidity Barrier	LF	100		$
110-1-1	Clearing and Grubbing	EA WTOL	5		$
110-4	Removal of Existing Pavement (Concrete)	SY	500		
110-7	Mailboxes (Relocation) (Furnish and Install)	EA	25		$
110-48	Sawcut	LF	150		$
120-1	Excavation	CY	50		$
120-6	Embankment	CY	50		$
327-70-6	Milling of Existing Asphalt Pavement (2-2-1/2" Maximum Depth) (Various Widths)	SY	1,000		$
334-1-13	Asphaltic Concrete, Traffic C, Type S-III ACC, Surface or Intermediate Course (1/2" - 1 1/4" Max)	TN	100.00		$
400-0-11	Concrete Class NS, Gravity Wall	CY	10		$
425-1-910	Inlets, Closed Flume	EA	5		$
430-175-118	Pipe Culvert, Optional Material, Round, 18” S/CD	LF	100		$
430-175-124	Pipe Culvert, Optional Material, Round, 24” S/CD	LF	5		$
430-984-129	Mitered End Section, Optional Round, 18” SD	EA	100		$

430-984-229	Mitered End Section, Optional Round, 24” SD	EA	5		$
430-984	Applicable NON FDOT Drainage Structures, as provided by the Engineer of Record. Example are: Weir Structures, Flood Gate Support Structures, etc.	CY	5		$
515-1-2	Pipe Handrail – Guiderail. Aluminum	LF	100		$
520-1-10	Concrete Curb & Gutter, Type F	LF	250		$
520-3	Valley Gutter - Concrete	LF	250		$
522-1	Concrete Sidewalk (4” Thick)	SY	250		$
522-2	Concrete Sidewalk (6" Thick)	SY	250		$
524-1-1	Concrete Ditch Pavement, Non-Reinforced (3”)	SY	100		$
527-7	Detectable Warnings	SF	100		$
570-1-1	Sodding (Bahia)	SY	500		$
570-1-2	Performance Turf Sod (Match Existing)	SY	500		$
591-1	Irrigation Repairs, (includes: Sprinkler Heads piping and other related appurtenances)	EA	25		$
1055-10-2	Fencing, Type B (6' Height)	LF	50		$
654-2-21	Rectangular Rapid Flashing Beacon, F&I – Solar Power, Complete Sign Assembly – Single Direction	AS	5		$
700-1-11	Single Signpost, F&I Ground Mount, Up to 12 SF	AS	5		$
700-1-50	Single Post Sign, Relocate	AS	5		$
700-1-60	Single Post Sign, Remove	AS	5		$
711-11-123	Thermoplastic, Standard, White Solid, 12"	LF	250		$
711-11-125	Thermoplastic, Standard, White, Solid, 24”	LF	250		$
711-16-101	Thermoplastic, Standard - Other, White, Solid, 6”	GM	5		$
1000-2	Bonds and Insurance	LS	1		$
1000-3	Record Drawings (“As-Built” Drawings)	EA WTOL	5		$

1000-4	Construction Photographs	EA WTOL	5		$
1000-5	Gopher Tortoise Survey / Permit	EA WTOL	5		$
1000-6	Gopher Tortoise Burrows Excavation	EA WTOL	5		$
1000-7	Gopher Tortoise Relocation	EA WTOL	5		$

TOTAL BID PRICE:	$

Note:
AS=Assembly, CD=Calendar Days, NM=Net Mile, **EA WTO = Each Work Task Order Location**
LS=Lump Sum, LF=Linear Feet, EA=Each, CY=Cubic Yard, SY=Square Yard and SF=Square Foot

Pay Line Items are based off FDOT July 2018 Standard Specifications for Road & Bridge Construction

ALL ITEMS ARE TO BE FURNISHED AND INSTALLED UNLESS OTHERWISE NOTED.

TOTAL BID PRICE – INDICATE TOTAL BID PRICE HERE AND ON SHEET BP-2 AS INDICATE ON THAT SHEET.

PART III

BID PROPOSAL

PROJECT NAME: **ANNUAL CONCRETE SIDEWALK REPLACEMENT CONTRACT**

By signing this Bid Proposal, the undersigned affirms that said Bid Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a Bid Proposal for the same purpose, and that this Bid Proposal is in all respects fair, and without collusion or fraud. The undersigned understands that this Bid Proposal must be signed to avoid rejection by Pasco County (hereinafter the "COUNTY").

IN EXECUTING THIS DOCUMENT, THE UNDERSIGNED REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE ASSOCIATED **INSTRUCTIONS TO BIDDERS (PART I)**, THE **CONDITIONS OF CONTRACT (PART II)**, AND THE **AGREEMENT (PART IV)**, SAID DOCUMENTS AND THEIR RESPECTIVE EXHIBITS AND ATTACHMENTS BEING THE SOLE BASIS UPON WHICH THE BIDDER MAKES THIS PROPOSAL.

*** * * USE BLUE OR BLACK INK * * ***

ALL THE **FOLLOWING** REQUESTED INFORMATION MUST BE GIVEN FOR THIS BID PROPOSAL TO BE CONSIDERED BY PASCO COUNTY:

1. **Bid Price.** Note that this sum represents the total of the prices shown in the following Bid Schedule (page(s) **BP 1 – 9).** Should the BIDDER make any errors in determining a line item total or in the summation of the line item totals in said Bid Schedule, upon discovery of the errors, the correct multiplication and/or sum, will be used by the County in determining the Bid Price of a BIDDER; provided, however, the COUNTY shall not be liable for any failure to discover such errors:

$ 961,875.00
(DO NOT LEAVE BLANK)

2. **Indemnification & Termination for Convenience** (See GC 6.5 & 16.2.3.1):

$ 200.00

3. **Total Bid Price** (add the dollar amounts stated in the above lines.)

$ 962,075.00
(DO NOT LEAVE BLANK)

4. **Allowances**

A. **Allowance Work** in accordance with Article 21 of the General Conditions.

$ 250,000.00
(FOR COUNTY USE ONLY)

B. **Other Allowances**

$ N/A

5. **Alternates** (none)

$ N/A
(FOR COUNTY USE ONLY)

6. **Final Total Bid Price ***:

$ _____
(FOR COUNTY USE ONLY)

---

* The dollar amounts shown herein are to be utilized by the COUNTY as a guide to selecting the *best qualified* low BIDDER. The COUNTY reserves the right to award on more than one or none of the Alternates at its sole discretion. The actual total compensation paid BIDDER for the Project described in these Contract Documents may vary from the amount stated herein due to adjustments in pay quantity/ quantities resulting from changes in item quantity/quantities, and/or adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

7. BIDDER acknowledges that included in the various items of the proposal, and in the Total Bid Price as indicated above, are costs for complying with the Florida Trench Safety Act.

The BIDDER further identifies the cost to be $ 105.00 **[IMPORTANT: this blank to be filled in by the BIDDER]**. This cost is itemized in the Florida Trench Safety Act Certification and Disclosure Statement that is included in this proposal as Exhibit B. It is a ***MANDATORY REQUIREMENT*** that the Disclosure Statement be submitted with a bid.

8. The Total Bid Price quoted above represents the Bid Proposal of the BIDDER, exclusive of consideration of Reserves for Specified Allowances and of the Alternate(s) listed in any accompanying Alternative Bid Schedule. Pasco County may select one or more of any said Alternate(s) relative to determining the lowest and best bid proposal. The Final Total Bid Price will be computed by Pasco County to reflect all Reserves for Allowances, as well as the addition or deletion of any Alternate(s) selected by the COUNTY. Where an Alternative Bid Schedule is provided, ***A FAILURE TO SUBMIT A PRICE FOR EACH ALTERNATE WILL RESULT IN REJECTION OF THE BID AS NONRESPONSIVE.***

9. Receipt of Addendum No. 1 through No. 1 is acknowledged.

10. Legal name of the BIDDER: Ajax Paving Industries of Florida, LLC.
(**This name must match the name on your current W9 Form. The W9 will be requested at the time of award.** Designate with name, in typed or printed form, whether corporation, limited liability company, partnership, individual, or other type of legally recognized entity or person; if not a natural person, designate also the state or country of incorporation or other legal establishment, as applicable)

All fictitious names or aliases: n/a.

11. Local (to New Port Richey, Florida) business and mailing address of the BIDDER:

_____.

12. Primary business and mailing address of the BIDDER:_____

One Ajax Drive, North Venice FL 34275.

Contractor License No. CGC1516738.

Federal Employer Identification Number (FEIN): 26-1871966.

13. Business phone number of the BIDDER: (941-)486-3600; Fax: (941) 486-3500.

14. The BIDDER has been operating under the present trade name continuously since:
2/1/2008.

15. The BIDDER represents by execution of this document below that the BIDDER understands all the requirements associated with this Bid, that this is a serious Bid, and that the BIDDER will comply fully with all the stipulations included in the Bid Package.

The above-named BIDDER affirms and declares:

A. That the BIDDER, if an individual, is of lawful age, and that no other person, firm or corporation has any interest in this Proposal, or in the contract proposed hereby, except as expressly stated below (if none, so state):
None

B That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

C. That the BIDDER is not in arrears to the COUNTY upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the COUNTY except as expressly stated below:

D. That no officer or employee or person whose salary is payable in whole or in part from the Treasury of the COUNTY is, shall be or shall become interested, directly or indirectly, as surety or otherwise in this Proposal, in the performance of this Contract, in the supplies, materials, equipment, and work or labor to which they relate, or in any portion of the profits thereof.

E. That the BIDDER is in compliance with Section 448.095(2), Fla. Stat. requiring CONTRACTOR and its SUBCONTRACTORS to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The BIDDER also confirms that no public employer has terminated a contract with the BIDDER for failure to comply with Section 448.095(2), Fla. Stat. (2020) within the 12 months preceding the date this Certification Form is signed by the BIDDER.

F. That the BIDDER has received and carefully examined all Addenda issued prior to Bid Opening.

G. That the BIDDER has carefully examined the site of the Work and that, based alone upon investigations by the BIDDER, the BIDDER is fully satisfied as to: (1) the nature and location of the Work; (2) the location of all existing utilities, whether above or below the surface; (3) all subsurface conditions; (4) the character, quality and quantity of all materials needed for the performance of the Work; (5) the kind and extent of the equipment, labor and other resources or facilities needed for the performance of the Work; (6) the general and local conditions, as well as all

difficulties that may be encountered, including but not limited to weather conditions; and (7) all other items which may in any way affect or impact the Work or its performance.

H. That the BIDDER or any officer of the BIDDER has not been found guilty of a public entity crime or is on the convicted vendor list as set forth in Sections 287.132 and 287.133, F.S.

I. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) provides a copy of their local business tax receipt or evidence of qualification as a business in a neighboring county as listed in the County's Purchasing Ordinance at the time of submittal. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A
__X__ Local Business located in Pasco County

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State or Federal Funds Involved N/A (Mark X or N/A as applicable)

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

16. The individual executing this document, under penalty of perjury, represents that he or she is either the BIDDER, or that he or she is of lawful age and has been duly AUTHORIZED to execute this document on behalf of the BIDDER. A copy of the document authorizing the signer to sign is included with this Bid Proposal.

PASCO COUNTY BUSINESS TAX RECEIPT

2022

Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

ACCOUNT #:: 49851

SIC CODE: 3531.00

TYPE OF BUSINESS
MANUFACTURING CONSTRCTION MACHINRY/EQI

STATE LICENSE #

OWNER/QUALIFYING AGENT
HORAN MICHAEL A

AJAX PAVING INDUSTRIES OF FLORIDA LLC

1 AJAX DRIVE
NORTH VENICE, FL 34275

LOCATION ADDRESS:
11603 STATE ROAD 54
ODESSA, FL 33556

DATE	RECEIPT	AMOUNT
08/25/2021	21-0-117423	38.75

Dear Business Owner:

Your 2022 Pasco County Business Tax Receipt is printed above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Pasco County Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Pasco County Business Tax Receipt is non-regulatory and is not meant to be a certification of the holder's ability to perform the service for which it is registered.

Business Tax Receipts expire September 30th. Annual renewals are mailed in June to the address of record at that time. Please contact our office if there are any changes to your business name, ownership, physical address, or closing of your business.

Thank you for allowing us to serve you!

MIKE FASANO
PASCO COUNTY TAX COLLECTOR

IN WITNESS WHEREOF, this Bid Proposal has been signed and sealed as of the date indicated below by the BIDDER.

ATTEST:

Victoria Klein
Witness No. 1 - Print Name

Witness No. 1 – (Signature in Ink)

Jennifer Kline
Witness No. 2 – Print Name

Witness No. 2 – (Signature in Ink)

BIDDER:

BY: _____
(Authorized Signature in Ink)

Christie Alvaro
(Printed name of Signatory)

Asst. Corp. Sec.
(Printed Title of Signatory)

September 22, 2021
(Signature Date)

CORPORATE SEAL
(where appropriate)

THIS PROPOSAL MUST BE SWORN TO OR
AFFIRMED BELOW BY THE PERSON SIGNING IT
(see following pages)

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Sarasota }

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 22nd day of September, 2021, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Christie Alvaro, who executed the foregoing instrument as [Title] Asst. Corp. Sec. of [Corporation or Company Name] Ajax Paving Industries of Florida, LLC, a [check one] [ ] corporation [✓] limited liability company, organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

Said person is personally known to me or has produced n/a - (personally known) as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

Kara Coggins
Signature of person taking acknowledgment

Name typed, printed or stamped

Title or rank

Serial number (if any)

BID SCHEDULE SUBMITTED BY: ATM PAVING INDUSTRIES OF FLORIDA, LLC

Annual Concrete Sidewalk Replacement Contract

BID LINE ITEMS

BID No.: **IFB-RH-21-193**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
101-1	Mobilization	EA WTOL	1	25000.00	$ 25000.00
102-1	Maintenance of Traffic	LS	5	9500.00	$ 47500.00
104-10-3	Sediment Barrier	LF	750	10.00	$ 7500.00
104-11	Floating Turbidity Barrier	LF	100	35.00	$ 3500.00
110-1-1	Clearing and Grubbing	EA WTOL	5	750.00	$ 3750.00
110-4	Removal of Existing Pavement (Concrete)	SY	500	85.00	42500.00
110-7	Mailboxes (Relocation) (Furnish and Install)	EA	25	285.00	$ 7125.00
110-48	Sawcut	LF	150	15.00	$ 2250.00
120-1	Excavation	CY	50	250.00	$ 12500.00
120-6	Embankment	CY	50	250.00	$ 12500.00
327-70-6	Milling of Existing Asphalt Pavement (2-2-1/2" Maximum Depth) (Various Widths)	SY	1,000	15.00	$ 15000.00
334-1-13	Asphaltic Concrete, Traffic C, Type S-III ACC, Surface or Intermediate Course (1/2" - 1 1/4" Max)	TN	100.00	450.00	$ 45000.00
400-0-11	Concrete Class NS, Gravity Wall	CY	10	2400.00	$ 24000.00
425-1-910	Inlets, Closed Flume	EA	5	5000.00	$ 25000.00
430-175-118	Pipe Culvert, Optional Material, Round, 18" S/CD	LF	100	250.00	$ 25000.00
430-175-124	Pipe Culvert, Optional Material, Round, 24" S/CD	LF	5	850.00	$ 4250.00
430-984-129	Mitered End Section, Optional Round, 18" SD	EA	100	2500.00	$ 250000.00

REVISED
IFB-RH-21-193
ADDENDUM NO. 1 - BP - 8

430-984-229	Mitered End Section, Optional Round, 24" SD	EA	5	4250.00	$ 21250.00
430-984	Applicable NON FDOT Drainage Structures, as provided by the Engineer of Record. Example are: Weir Structures, Flood Gate Support Structures, etc.	CY	5	4950.00	$ 24750.00
515-1-2	Pipe Handrail – Guiderail. Aluminum	LF	100	150.00	$ 15000.00
520-1-10	Concrete Curb & Gutter, Type F	LF	250	120.00	$ 30000.00
520-3	Valley Gutter - Concrete	LF	250	120.00	$ 30000.00
522-1	Concrete Sidewalk (4" Thick)	SY	250	110.00	$ 27500.00
522-2	Concrete Sidewalk (6" Thick)	SY	250	150.00	$ 37500.00
524-1-1	Concrete Ditch Pavement, Non-Reinforced (3")	SY	100	150.00	$ 15000.00
527-7	Detectable Warnings	SF	100	30.00	$ 3000.00
570-1-1	Sodding (Bahia)	SY	500	12.00	$ 6000.00
570-1-2	Performance Turf Sod (Match Existing)	SY	500	15.00	$ 7500.00
591-1	Irrigation Repairs, (includes: Sprinkler Heads piping and other related appurtenances)	EA	25	200.00	$ 5000.00
1055-10-2	Fencing, Type B (6' Height)	LF	50	85.00	$ 4250.00
654-2-21	Rectangular Rapid Flashing Beacon, F&I – Solar Power, Complete Sign Assembly – Single Direction	AS	5	10000.00	$ 50000.00
700-1-11	Single Signpost, F&I Ground Mount, Up to 12 SF	AS	5	450.00	$ 2250.00
700-1-50	Single Post Sign, Relocate	AS	5	300.00	$ 1500.00
700-1-60	Single Post Sign, Remove	AS	5	200.00	$ 1000.00
711-11-123	Thermoplastic, Standard, White Solid, 12"	LF	250	10.00	$ 2500.00
711-11-125	Thermoplastic, Standard, White, Solid, 24"	LF	250	15.00	$ 3750.00
711-16-101	Thermoplastic, Standard - Other, White, Solid, 6"	GM	5	3250.00	$ 16250.00
1000-2	Bonds and Insurance	LS	1	5000.00	$ 5000.00
1000-3	Record Drawings ("As-Built" Drawings)	EA WTOL	5	3000.00	$ 15000.00

1000-4	Construction Photographs	EA WTOL	5	850.00	$ 4250.00
1000-5	Gopher Tortoise Survey / Permit	EA WTOL	5	4000.00	$ 20000.00
1000-6	Gopher Tortoise Burrows Excavation	EA WTOL	5	300.00	$ 1500.00
1000-7	Gopher Tortoise Relocation	EA WTOL	5	2500.00	$ 12500.00

TOTAL BID PRICE:	$96,875.00

Note:
AS=Assembly, CD=Calendar Days, NM=Net Mile, **EA WTO = Each Work Task Order Location**
LS=Lump Sum, LF=Linear Feet, EA=Each, CY=Cubic Yard, SY=Square Yard and SF=Square Foot

Pay Line Items are based off FDOT July 2018 Standard Specifications for Road & Bridge Construction

ALL ITEMS ARE TO BE FURNISHED AND INSTALLED UNLESS OTHERWISE NOTED.

TOTAL BID PRICE – INDICATE TOTAL BID PRICE HERE AND ON SHEET BP-2 AS INDICATE ON THAT SHEET.

Ajax Paving Industries of Florida, LLC

An Equal Opportunity Employer

One Ajax Drive · North Venice, FL 34275
Main: 941.486.3600 · Fax: 941.486.3500

July 24, 2023

RESOLUTION OF THE BOARD OF DIRECTORS OF AJAX PAVING INDUSTRIES OF FLORIDA, LLC

Resolved, that the following individuals are authorized to enter into contracts and sign bonds with all governmental agencies, municipalities, private developers, and contractors for work performed on behalf of **AJAX Paving Industries of Florida, LLC**. In addition, resolved, that the following individuals have written authorization to acknowledge receipt of payment by signature on an appropriate Partial, Conditional or Final Waiver, process the filling of a Claim of Lien, Notice of Non-Payment or Satisfaction of Lien according to the Mechanics Lien Law, or process the recovery of outstanding monies due, through the means of Small Claims Court on behalf of **AJAX Paving Industries of Florida, LLC**, authorized to transact business in the State of Florida in the following manner:

Michael A. Horan
Chief Executive Officer/Manager

Vince Hafeli
President

Scott Pittman
Executive Vice President-Marketing and Government Affairs

Andre DeCraene
Executive Vice President - Operations

Christie Alvaro
Vice President of Estimating

Ryan Pulmer
Chief Financial Director

John Savage
Director of Quality Control

Jim D. Price, Regional Manager, Tampa

Mickey Cox
Vice President of Plants and Materials

Matthew Horan
Regional Vice President, North Venice

Matt Desotell
Regional Vice President, Ft. Myers

Joseph Minich
Regional Vice President, Tampa

Clay Cross
Regional Vice President, Lake Wales

Felipe Jaramillo
Engineer Director

Jericha Gervais
Receivables Manager/Release Forms

Natalie Woody
Secretary/Treasurer

Dave Reid
Senior Estimator

Lauren Taylor
Estimator

Lee Strauss
Estimator

Mark Miller
Estimator

Sharon Radford
Estimator

Nathan Hassler
Regional Vice President, North Venice



Detail by Entity Name

Florida Limited Liability Company
AJAX PAVING INDUSTRIES OF FLORIDA LLC

Filing Information

Document Number	L08000010565
FEI/EIN Number	26-1871966
Date Filed	01/30/2008
Effective Date	07/16/1981
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	06/19/2018
Event Effective Date	NONE

Principal Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 01/24/2019

Mailing Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 08/06/2015

Registered Agent Name & Address

HACKETT II, JACK O.
FARR LAW FIRM
99 NESBIT STREET
PUNTA GORDA, FL 33950

Name Changed: 01/24/2021

Address Changed: 01/24/2021

Authorized Person(s) Detail

Name & Address

Title MANAGER/CEO

HORAN, MICHAEL A
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title PRESIDENT

HAFELI, VINCE
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title CHIEF FINANCIAL OFFICER

FULMER, RYAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title VICE PRESIDENT

PITTMAN, SCOTT
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title FLEET MANAGER

MAITLAND, DAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Annual Reports

Report Year	Filed Date
2023	01/04/2023
2024	04/23/2024
2025	05/01/2025

Document Images

05/01/2025 -- ANNUAL REPORT	View image in PDF format
04/23/2024 -- ANNUAL REPORT	View image in PDF format
01/04/2023 -- ANNUAL REPORT	View image in PDF format
06/09/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/20/2022 -- ANNUAL REPORT	View image in PDF format
01/24/2021 -- ANNUAL REPORT	View image in PDF format
05/06/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2020 -- ANNUAL REPORT	View image in PDF format
12/12/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
09/30/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2019 -- ANNUAL REPORT	View image in PDF format
06/19/2018 -- CORLCRACHG	View image in PDF format
01/18/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format

02/01/2016 -- ANNUAL REPORT	View image in PDF format
08/06/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
04/08/2015 -- ANNUAL REPORT	View image in PDF format
12/29/2014 -- Merger	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/25/2013 -- ANNUAL REPORT	View image in PDF format
01/16/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
01/30/2008 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PW26-0059 **DATE:** 6/16/2026

SUBJECT: Additional Purchasing Authority IFB-CA-25-069 – J and V Fence LLC d/b/a Big Jerry's Fencing of Tampa – As Needed Furnishing, Installation, Repair and Replacement of Fencing Systems – $300,000.00

REFERENCES: IFB-CA-25-069, UTOM25-0562

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Jason Mickel, Public Works Director

RECOMMENDED BOARD ACTION:

Approve the additional purchasing authority to J and V Fence LLC d/b/a Big Jerry's Fencing of Tampa (Big Jerry's Fencing) for the furnishing, installation, repair and replacement of fencing systems on an as-needed basis, in the additional Not to Exceed (NTE) amount of $300,000.00 for Fiscal Year (FY) 2026, resulting in the new cumulative NTE contract amount of $1,194,000.00 for the initial term of the contract continuing through September 30, 2028.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On May 6, 2025, at the request of the Utilities Operations and Maintenance (O&M) Department, the Purchasing Department solicited an Invitation for Bid (IFB-CA-25-069) for as-needed furnishing, installation, repair and replacement of fencing systems. Per the terms of IFB-CA-25-069, "other Pasco County departments may utilize this contract (at the same terms and conditions) for similar work."

On August 19, 2025, the Board of County Commissioners (BCC) approved the award of IFB-CA-25-069 to the sole responsive and responsible bidder, Big Jerry's Fencing, in the annual NTE amount of $60,000.00 for FY 2025; $278,000.00 for FY 2026; $278,000.00 for FY 2027; $278,000.00 for FY 2028, resulting in the cumulative NTE amount of $894,000.00 for the term of the contract beginning upon approval from the BCC and continuing through September 30, 2028. Authority was delegated to the County Administrator to approve each of the two one-year renewal options under the same terms and conditions as the solicitation in the NTE amount of $228,000.00 for FY 2029; and $228,000.00 for FY 2030, pending budget approval, for a cumulative NTE contract amount of $1,350,000.00 (UTOM25-0562).

The Public Works Department uses this contract for repairs, replacements, modifications, and new additions to fencing systems throughout Pasco County. Since the date of contract award, the Public Works Department has identified additional fencing needs of constituents. This additional purchasing authority will allow Public Works to address those needs and will not affect the Utilties O&M Department's ability to use this contract or other departments' ability to use the contract.

The Public Works Department, with concurrence from the Purchasing Department, requests approval of additional purchase authority in the amount of $300,000.00 for FY

2026, resulting in the new NTE amount of $1,194,000.00 for the initial term of the contract continuing through September 30, 2028.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $300,000.00 is budgeted and available for FY 2026 in the County Transportation Trust Fund and Stormwater Management Fund, Public Works Department.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. PW26-0059 Solicitation Documents
2. PW26-0059 Bid Form
3. PW26-0059 Memorandum UTOM25-0562
4. PW26-0059 Division of Corporations - Sunbiz
5. PW26-0059 Fictitious Name Sunbiz

cc: Carrie C. Roberts, Purchasing Director

Purchasing and Central Mail Services
Internal Services Building
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone: 727-847-8194

REQUEST FOR INVITATION TO BID

for

AS NEEDED FURNISH, INSTALL, REPAIR AND REPLACE FENCING SYSTEMS

May 6, 2025

Solicitation Number:	**IFB-CA-25-069**
Due Date:	**June 10, 2025**
Time Due:	**1:30 p.m., ET**

TENTATIVE TIMELINE

May 6, 2025	Release IFB to the marketplace
May 20, 2023	Deadline for written questions, **1:30 p.m**., ET
May 27, 2023	Response to questions to be posted to Bonfire
June 10, 2025	IFB due online Bonfire by 1:30 p.m., ET

ADVERTISEMENT FOR INVITATION FOR BID

The Pasco County Board of County Commissioners invites vendors to submit bids for **AS NEEDED FURNISH, INSTALL, REPAIR AND REPLACE FENCING SYSTEMS**, as per the listed statement of work.

In using this method for solicitation, we are requesting your best effort in seeking the lowest cost for our requirements. To be entitled to consideration, online submission shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected offeror to meet all specifications and guidelines set forth herein. Each bid shall be opened and read publicly. The Pasco County Board of County Commissioners (hereinafter, "Pasco County" or "County"), at its discretion, determines the criteria and process whereby bids are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.

If you are unable to download these documents, experiencing any technical issues, or have questions about how to submit, please reach out to support@gobonfire.com.

All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: https://pascocountyfl.bonfirehub.com.

All addendums related to this solicitation will be posted on Bonfire website at https://pascocountyfl.bonfirehub.com. It is the bidder's responsibility to check the Bonfire website for any addendums, responses to bidder questions, or other communications related to this solicitation

Bids shall be submitted online at https://pascocountyfl.bonfirehub.com. The Pasco County Purchasing Department will only accept bids submitted online. **Bid submissions are due no later than 1:30 p.m., ET, June 10, 2025, and will be opened at 2:00 p.m., ET (same day) as noted above.**

Pasco County will ***only*** accept online submissions for this bid. Bids can be submitted online at: https://pascocountyfl.bonfirehub.com. Bids submitted after the bid close date will not be accepted. Note: Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

Solicitations will be publicly opened in accordance with the public notice.

Public Openings are held each Tuesday at 2:00 p.m., ET. A public opening of responses will be conducted at the posted Public Opening following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting. Firms will be able to attend the public opening virtually, see the following instructions:

Microsoft Teams meeting
Meeting ID: 241 088 831 758
Passcode: EK63aF
Download Teams | Join on the web

Or call in (audio only)
+1-850-988-5160, 688629844#
+1 850-988-5160,688629844# United States, Tallahassee
Phone Conference ID: 688 629 844#

Tabulations shall be available thirty (30) days after opening on the Pasco County website at: https://www.pascocountyfl.net/480/Do-Business-with-Us
or upon notice of intended action, whichever is sooner.

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

Carrie C. Roberts, NIGP-CPP, C.P.M., CPPO

Purchasing Director

IMPORTANT! — PLEASE READ CAREFULLY BEFORE SUBMITTING BID

GENERAL CONDITIONS

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

1. ACCEPTANCE/REJECTION/MODIFICATION TO BID

The County may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all bids, (5) extend the deadline for submission of bids, (6) waive non-material defects, and (7) cancel this request, in whole or in part, if the County deems it in its best interest to do so (8) may negotiate with a non-Bidder in the event no bids are received. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of bid or otherwise.

2. ACKNOWLEDGMENT OF ADDENDUM

2.1 Bidders shall acknowledge receipt of any addendum to the solicitation by identifying the addendum number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by Pasco County by the time and at the place specified for the receipt of bids.

2.2 Failure to acknowledge an issued addendum may result in bid rejection and disqualification.

3. ALTERNATIVE BIDS

The Bidder WILL NOT be allowed to offer more than one (1) price (for the goods or services specified). If a Bidder submits more than one (1) price on any item (or service), ALL prices will be rejected for that item.

4. AMERICANS WITH DISABILITIES ACT

Pasco County does not discriminate upon the basis of any individual's disability status. This non- discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary at least twenty- four (24) hours in advance of the meeting. Requests for accommodation may also be directed to the Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654 at (727) 847-8030 or at (727) 847-8949 if you are hearing impaired. Please be advised that if you contact the County by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

5. ANTITRUST

By entering into a contract, the Bidder conveys, sells, assigns, and transfers to Pasco

County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

6. APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Bidder shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

7. ASSIGNMENT

The successful Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

8. AWARD

8.1 Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the County to be appropriate. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible Bidder.

8.2 Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the Bidder's offered equipment may be used to determine the lowest Bidder. Such analysis may be based upon the Bidder's proposal data and other data which is gathered by the County. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of Bidders, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. Pasco County reserves the right to award by item, group of items, lowest total, or whatever manner is deemed to be in the County's best interest. The County reserves the right to award to a single or multiple Bidder is found to be in the County’s best interest.

9. BID ACCEPTANCE PERIOD

The Bidder agrees that if this offer is accepted within ninety (90) calendar days from the bid opening date, the Bidder will furnish to Pasco County and all items from which prices are offered in this bid solicitation at the price(s) so offered, delivered to the designated point(s), within the time period specified, and at the terms and conditions so stipulated in this solicitation document. Any bid for which the Bidder specifies a shorter acceptance period may be rejected.

10. BIDDER CERTIFICATION

The Bidder agrees that submission of a signed bid form is certification that the Bidder will accept an award made to it as a result of the submission.

11. BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, they should submit a written request for an interpretation via the County's electronic solicitation system. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued by written addendum. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the Bidder waiving his/her right to dispute the bid specification.

12. BID ENVELOPES

If the County has indicated in the Advertisement for Bids that a hard copy of the bid will be accepted, envelopes containing bids must be sealed and marked in the lower left-hand corner with the solicitation number, solicitation name, and the date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and should be clearly marked with the solicitation number, solicitation name, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late. PLEASE NOTE: Unless otherwise noted in the Advertisement for Bids, all submissions MUST be made electronically through the County's electronic solicitation system.

13. BID FORM SUBMISSION

Bids must be uploaded into via the County's electronic solicitation system unless otherwise indicated in the Advertisement for Bids. All forms must be printed, completed signed (if noted) and submitted in the County's electronic solicitation system. Bids concerning separate bid invitations must not be combined on the same electronic submission form or placed in the same envelope (if allowable under the specific solicitation). Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the Bidder is a firm or corporation, the Bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the Bidder must submit proof that the individual has the authority to obligate the firm or corporation. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

14. BIDDER INVESTIGATIONS

Before submitting a bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions, specifications, delivery requirements and performance requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the Bidder will rely. If the Bidder receives an award as a result of its bid submission, failure to have made such investigations

and examinations will in no way relieve the Bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Bidder for additional compensation.

15. BID RECEIPT AND OPENING

15.1 Pasco County will receive sealed bid proposals until date and time indicated on bid cover via the County's electronic solicitation system unless otherwise noticed in the Advertisement for Bids. The system will not allow for bids to be received after the bid opening date and time. It is the responsibility of the Bidder to ensure that bids are submitted online by the designated opening time. FAXED, EMAILED OR HARD COPY BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD unless otherwise noted in the Advertisement for Bids. In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

15.2. Failure to print, complete and upload all forms required to be included with any bid will result in the Bidder being deemed nonresponsive and will result in rejection of the bid.

16. BID WITHDRAWAL

16.1. Bids may not be changed after the bid closing time.

16.2. To withdraw a bid that includes a clerical error after bid opening, the Bidder must give notice in writing to the Pasco County Purchasing Department of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the Bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A Bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

17. BRAND NAMES

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive and is used only to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment

offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all Bidders.

18. BUSINESS NAME REQUIREMENT

The Bidder must provide on the Bid Form, Bidder/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the vendor must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

19. CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Bidder of the intention to cancel, or with cause if at any time the Bidder fails to fulfill or abide by any of the terms or conditions specified. Failure of the Bidder to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

20. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

21. CHANGE IN SCOPE OF WORK

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Bidder that the scope of the project or of the Bidder's services has been changed, requiring changes to the amount of compensation to the Bidder or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by Purchasing Director. If the Bidder believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Bidder, the Bidder must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the Bidder will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

22. COLLUSION AMONG BIDDERS

Each Bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be

rejected if there is any reason for believing that collusion exists among the Bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a Bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the Bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

23. COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION

23.1. Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (including County Commissioners) regarding requests for proposals, requests for qualifications, bids, or contracts by the Bidders or any member of the Bidder's staff, an agent of the Bidder, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. Nothing herein shall prohibit a prospective Proposer from contacting the Purchasing Director, or Purchasing staff identified in the solicitation, to address concerns or grievances or receive clarification about a particular procurement. In addition, nothing herein shall prohibit a Proposer that has been shortlisted in the Notice of Intent to Award from engaging in contract negotiations with the County staff designated to negotiate the contract.

23.2. For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

23.3. The prohibition on communication with County Persons (including County Commissioners) by Proposers and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which a Proposer may have an interest outside of the solicitation.

24. CONFLICT OF INTEREST

The Bidder, by submission of its bid, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

25. DEBARMENT

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the Federal Government of the United States, an agency of the State of Florida, or an agency within the Tampa Bay-Clearwater-St. Petersburg Metropolitan Statistical Area (MSA) and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any agency noted herein. The Bidder also certifies that the components used in the production of the commodities offered herein are not supplies by a vendor who currently is debarred from submitting bids for contracts issued by any political subdivision or agency of the Federal Government of the United States, an agency of the State of Florida, or an agency within the Tampa Bay-Clearwater-St. Petersburg Metropolitan Statistical Area (MSA).

26. E-VERIFY REQUIREMENT

26.1. A contractor or consultant entering into a contract with a public entity (such as the County) is required to be registered with the U.S. Department of Homeland Security's E-Verify System and to utilize it to verify the work authorization status of all newly hired employees throughout the term of the contract. The contractor or consultant shall also be required to obtain and retain affidavits from all subcontractors or subconsultants utilized during the contract verifying that they do not employ, contract with, or subcontract with any unauthorized aliens as that term is defined in 8 U.S.C.S. 1324a(h)(3). The failure to comply with this requirement constitutes grounds for termination of the contract and for such other penalties as provided under section 448.095, Fla. Stat.

26.2. If a public employer has terminated a contract with a contractor for failure to comply with the requirements of the paragraph above, the contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated.

26.3. The County reserves the right to request verification of compliance from its consultants and contractors during the term of its contract with the County and for a period of up to five (5) years thereafter. Should a County-retained consultant, contractor, and/or its subconsultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant, contractor and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the county as a result of such non-compliance. Compliance with this section is mandatory for all projects.

27. ERRORS IN EXTENSIONS

If a written Bid Form is required, the BIDDER should initial erasures or corrections in any Bid Form in ink. The COUNTY shall reject any Bid Form with such erasures or corrections where County staff concludes it cannot determine with certainty the accuracy or intent of said Bid Form, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Form will govern. If the unit price and the extension price are at variance, the unit price shall prevail. Unit prices will be utilized to adjust the total compensation due the successful BIDDER based on actual

quantities encountered. No negotiation of these unit prices after contract award will be allowed. Significant changes in quantities, including total deletions, are possible. Therefore, each BIDDER shall proportionately distribute overhead and profit across the unit prices.

28. ETHICS IN PUBLIC PROCUREMENT

The contract upon award shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

29. EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the Bidder's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless such exception(s) are deemed non-material by the County (in its sole discretion), shall be subject to rejection in whole or in part.

30. EXPENSES INCURRED IN PREPARING BID

Pasco County accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder.

31. FAILURE TO DELIVER

In the event of failure of the Bidder to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the Bidder responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of five (5) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

32. FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any

provision at any time in accordance with its terms.

33. FAIR LABOR STANDARDS

By submission of a bid, the Bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

34. FORCE MAJEURE

The Bidder shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, government actions, and acts of God beyond the control of the Bidder, unless otherwise specified in the contract. If government actions include the imposition of tariffs that directly affect the materials or equipment to be provided by the Bidder under the solicitation, the Bidder must submit certification from its supplier that the materials required were acquired by the Bidder after the tariffs went into effect and that the Bidder now has to pay additional costs for the materials or equipment. The County has the discretion to approve an increase in price based on the information supplied or to terminate the contract.

35. IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

36. INDEMNIFICATION

36.1. In consideration of the sum of Fifteen and 00/100 Dollars ($15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the Bidder and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

36.2. In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

37. INDEPENDENT CONTRACTOR

The Bidder shall be legally considered an independent contractor and neither the Bidder

nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the Bidder, its servants, or agents. Pasco County shall not withhold from the Bidder any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Bidder. Further, Pasco County shall not provide to the Bidder any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

38. INFORMALITIES AND IRREGULARITIES

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Pasco County reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

39. LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the County.

40. LIMITATION OF COST

The Bidder agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

41. NON-APPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of non-appropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then- current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Bidder on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

42. NON-DISCRIMINATION

42.1. During the performance of this Agreement, the BIDDER herein assures the COUNTY that said BIDDER is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the BIDDER does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the BIDDER or its applicants for employment. The BIDDER understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the BIDDER herein assures the COUNTY that said BIDDER shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

42.2. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to the state or any department or agency of this state ("public entity"); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Consultant agrees to include this provision in all contracts issued as a result of this Agreement.

43. OFFICIAL DOCUMENTS

43.1. Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through an electronic solicitation system as noted on our web page at https://www.pascocountyfl.net/480/Do-Business-with-Us. Solicitation documents MUST be downloaded at NO COST using this system. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon. Pasco County is not responsible for solicitation documents obtained from sources other than the site listed at the link above. Only vendors who properly register and obtain solicitation documents directly from the system listed at the link above will receive addenda and other important information if issued.

43.2. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents.

43.3. IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE SITE LISTED AT THE LINK ABOVE, IT IS REQUIRED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT THE WEBSITED LISTED AT THE LINK ABOVE AT NO COST.

44. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

45. PATENTS AND ROYALTIES

The Bidder covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the Bidder uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

46. PAYMENT PROCEDURES

46.1. The Pasco County Board of County Commissioners will process payments in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (The Local Government Prompt Payment Act).

46.2. Several payment options are available to the successful Bidder upon receipt of a correct invoice:

(a) Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after Board of County Commissioners approval.

(b) Check may be picked up in Dade City. The vendor must pick up the check the day after Board of County Commissioners approval. The successful Bidder or contractor must call (352) 521-4599 for detailed instructions.

(c) Payment may be wire-transferred to the vendor’s bank account. The vendor must call (352) 521-4599 for detailed instructions.

47. PAYMENT TERMS AND DISCOUNTS

47.1. Unless otherwise indicated in the bid documents or required by state law, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the vendor within forty-five (45) days after the receipt of a correct invoice for the specified work or goods received. Unless otherwise indicated in the bid documents, only one (1) lump-sum payment will be made.

47.2. Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work/goods that meets contract requirements, whichever event

occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award but may be taken if applicable after award.

48. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Effective July 1, 2023, and pursuant to section 287.05701, the County: (1) may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (2) may not give preference to a vendor based on the vendor's social, political, or ideological interests.

49. PUBLIC INFORMATION

49.1. After the County provides notice of an intended decision or thirty (30) days after opening the bids, proposal, or replies, whichever is earlier, any and all information contained therein, is considered public and may be reviewed by any person interested in doing so as provided under Florida Law.

49.2. All materials submitted in response to this solicitation ultimately become public record and shall be subject to inspection and copying as provided under Florida's public records laws. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the County. If denied, the Bidder shall have the opportunity to withdraw the entire Proposal or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total Proposal shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation shall be the responsibility of the Bidder.

50. PUBLISHED PRODUCT SPECIFICATIONS

The Bidder should submit a copy of the manufacturer's published and advertised specifications, including warranty information, for the product(s) being offered, if applicable. Failure to provide these specifications may be cause for bid rejection. If the County is unable to verify compliance with the specifications, the response may be rejected. The County's inability to verify responsiveness may result in a determination of non-responsiveness and rejection.

51. PURCHASE ORDER REQUIREMENT

51.1. Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Vendors providing services without a signed purchase order do so at their own risk.

51.2. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the vendor.

52. QUALIFICATIONS OF BIDDERS

The Bidder may be required, before the award of any contract, to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the Bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy Pasco County that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Bidder's qualifications shall include:

a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.

b) The ability of the Bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.

c) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

d) The quality of performance of previous contracts or services.

53. QUALITY OF GOODS

53.1. All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished, or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes.

53.2. Equipment and materials furnished by the Bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the Bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

54. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Bidder to Pasco County, the same amount may be deducted from any sum due the Bidder under the contract or under any other contract between the Bidder and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the Bidder.

55. RIGHT TO AUDIT

The Bidder shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The Bidder shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

56. RISK OF LOSS

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The Bidder shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

57. SCRUTINIZED COMPANIES AND OTHER PROHIBITED ENTITIES OR ACTIVITIES

57.1. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; Florida Statute, or

2. Is engaged in business operations in Cuba or Syria.

57.2. By signing this Agreement, the BIDDER certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The BIDDER agrees to notify the COUNTY if placement on any of the aforementioned lists occurs or if the BIDDER is engaged in a boycott of Israel or has business operations in Cuba or Syria.

57.3. The COUNTY may terminate this Agreement if the BIDDER's certification above is found to be false; has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector

List; or has been engaged in business operations in Cuba or Syria. In addition to possible termination of this Agreement based on the above grounds, the County will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

58. TABULATIONS

Solicitation results (tabulations) will not be given over the telephone or via fax.

59. TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the Bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

60. UNSATISFACTORY WORK

60.1. If, at any time during the contract term, the service performed or work done by the Bidder is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the Bidder shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the Bidder fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Bidder.

60.2. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Bidder of the intention to cancel.

61. VENDORS LIST

Bidders must visit https://www.pascocountyfl.net/480/Do-Business-with-Us and follow the link provided to the County's electronic solicitation system to register as a vendor. Once registered, Bidders will have the ability to view and download solicitations for Pasco County as well as other participating government agencies in North America.

62. WARRANTIES

The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

END OF GENERAL CONDITIONS

SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

AUDIT COOPERATION REQUIREMENT FOR STATE FUNDED PROJECTS
In those instances where state funding is involved, the selected Bidder, and its subconsultant(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant Section 20.055 (5), Florida Statutes. By submitting a bid to this solicitation, the Bidder certifies that they understand and will comply with this subsection.

State Funds Involved: Y (Y if applicable, N if not applicable)

CONTRACTOR'S PUBLIC RECORDS REQUIREMENTS
The CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 847-8147, PRR@MYPASCO.NET, OR 7536 STATE STREET, NEW PORT RICHEY, FL 34654.

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for

termination of this Agreement.

LOCAL PREFERENCE

Under Sec. 2-111(a)(1) of Pasco County's Purchasing Ordinance, a business qualifies as "Local Business" if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) the vendor, supplier or contractor operates or performs business on a daily basis at said location; and d) has so operated or performed business at that location for at least twelve (12) months prior to the Bid or Proposal opening date; and (e) includes a copy of their local business tax receipt with their Bid or Proposal. Post office boxes shall not be used for the purpose of establishing said physical address. The justification for the application of a local preference to a particular Bidder, along with a copy of the Bidder's local business tax receipt, must be included as part of any Bid submitted.

In bidding for or letting contracts or procurement of goods, services or construction, as described herein, the Board of County Commissioners (BOARD) may give a preference to Local Businesses in making purchases (unless otherwise precluded by the ordinance, state or federal law) as described below:

(i) When written quotations or sealed bids are received that do not exceed $1,000,000.00, and the lowest price is offered by a vendor that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 10% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all requirements of the solicitation.

(ii) When sealed bids are received that are greater than $1,000,000.00, and the lowest price is offered by a business that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 5% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all County requirements.

(iii) The total quote or bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and that will be actually purchased or awarded by the BOARD.

If two or more identical quotations or bids are received at the time the written quotations or sealed bids are opened, the award shall be made to the responsive, responsible "Local Business" as defined herein.

The preference established in this section does not prohibit the right of the BOARD to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals nor prohibit the BOARD from giving any other preference permitted by law in addition to the preference authorized in this section.

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State Funds Involved: Y (Y if applicable, N if not applicable)

CONTRACT TERM

The contract period **will begin on the date of Pasco County Board of County Commission (BOCC) approval and continue through September 30, 2028**, subject to the Price Escalation terms described elsewhere herein, unless canceled in writing by Pasco County. The County reserves the right to extend the contract, under the same prices, terms, and conditions as in the original contract approved by Pasco County for two additional one-year periods, as found to be in the best interest of the County. All contracts are subject to the appropriation of funds by Pasco County.

COPYRIGHT

The contractor shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as Pasco County may request to affect such transfer or assignment. Further, the contractor agrees that the rights granted to Pasco County by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this Invitation for Bid shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this Invitation for Bid shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

COST REIMBURSEMENT

Unless an alternative cost methodology is specified herein, the contractor agrees that payment by Pasco County to the contractor for materials used in the performance of any work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The cost of all materials provided in the performance of the work is to be reimbursed to the contractor in the following manner: Pasco County shall reimburse the contractor, on completion and acceptance of each assigned job, only for those materials, equipment parts, supplies, rentals, services, etc., actually used in the performance of the work that are supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharges shall be added to the suppliers' invoices or included in the contractor's invoice submitted to Pasco County that would increase the dollar amount indicated on the suppliers'

invoices for the materials purchased for the assigned job. All incidental costs, including allowances for profit and tools of the trade, must be included in the contract hourly labor rates.

ECONOMIC PRICE ADJUSTMENT

Any reference in the solicitation to *economic price adjustment* or *price escalation* shall be considered to mean price decreases as well as increases, unless otherwise stipulated.

Bids will be evaluated on the basis of the prices bid without consideration of the allowable escalation. If a bidder increased the ceiling stipulated in the Invitation for Bid or places limits on the provisions of the Invitation for Bid that allow prices to drop in accordance with the movement of the escalator, the bid will be rejected as nonresponsive.

If a bidder deletes the price escalation clause from its bid, the bid will be rejected as non-responsive. If a bidder lowers the ceiling stipulated in the Invitation for Bid, the bid will be evaluated at the base price in the same manner as those bids that do not reduce the stipulated ceiling. If the bidder offering a lower ceiling ultimately receives the award, that ceiling will be incorporated into the contract documents.

PRICE ADJUSTMENTS BASED ON THE PRODUCER PRICE INDEX (PPI)

If approved by the County, unit prices in contracts that are longer than twelve (12) months may be adjusted bi-annually based on movement in the Producer Price Index (PPI) may be adjusted bi-annually. The unit prices may be adjusted, up or down, based on the movement of the U.S. Department of Labor's Producer Price Index for Finished Goods (1982=100), as posted at http://www.bls.gov/ppi/home.htm. The baseline index will be the month and year in which the contract began. The adjustments will not be cumulative and will be computed using the original contract unit prices. Adjustments may be requested no earlier than 180 days after the contract start date. Adjustments shall be computed using the latest PPI that is published and available on the date the County receives the adjustment request in writing. The unit price(s) changed as a result of these adjustments shall become effective on the first (1st) day of the next month, provided the request is submitted at least fifteen (15) days prior. If later than fifteen (15) days prior, the adjustment will become effective on the first (1st) day of the following month. Adjustments may be requested every 180 days thereafter for the term of the contract. Adjustments will not be retroactive or prorated. The County reserves the right to also request adjustments, following the first adjustment and at the same interval, especially if the PPI decreases and it is deemed to be in the County's best interest.

INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Policies of insurance required by the contract shall be primary insurance and non-contributory with respect to the County, its officials, agents, or employees. The said insurance

shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars ($100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.

2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars ($2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars ($1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars ($50,000.00) per occurrence, unless otherwise stated by exception herein.

3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than One Million and 00/100 Dollars ($1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Risk Management Department, 7536 State Street, Suite 111, New Port Richey, Florida 34654. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.

2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.

3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.

4. Pasco County shall be endorsed to the required policy or policies as an additional insured, with the exception of Worker's Compensation and Professional Liability, if applicable.

5. Pasco County shall also be listed as a certificate holder.

6. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

MOTOR VEHICLE INDUSTRY LICENSING

The contractor shall comply with Chapter 320, Florida Statutes. Failure to comply may result in a determination of no responsibility on the basis that the bidder is not qualified to legally contract with Pasco County and may further cause such noncompliant offers to be rejected.

REPORT STANDARDS

Reports or written material prepared by the contractor in response to the requirements of this contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and do not contain spelling errors, shall be submitted in a format approved in advance by the Purchasing Department, and shall be submitted in draft form for advance review and comment by the Purchasing Department. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the contract requirements shall be borne by the contractor.

REQUIREMENTS CONTRACT

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and Pasco County shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Pasco County for the period of the contract. The amount is only an estimate, and the contractor understands and agrees Pasco County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees Pasco County may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

SALES TAX

Pasco County, as a governmental entity, is exempt from sales tax under Florida Law. A copy of the County's tax-exempt certificate or number will be provided at the time a purchase order is issued.

TRAFFIC CONTROL

The contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by Pasco County. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. At all times, the contractor shall use workers and traffic control signs and devices necessary to comply with all applicable Federal, State, and local laws, rules, and regulations. In addition to signs and devices, when the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the contractor to direct vehicle and pedestrian traffic. The workers so designated shall not be assigned to any other duties while engaged in directing traffic. All personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety shall be provided by the contractor. No separate payment shall be made by Pasco County for this work. All costs of this work are included by the contractor as part of the contract price. The plan for traffic control shall be directed by Pasco County. A Right-of-Way Use Permit shall be obtained from Pasco County prior to the commencement of any work in such a right-of-way. The cost for securing such permits shall be included in the Bid.

VENDOR'S EQUIPMENT

Responding vendors must submit a list of owned equipment and major tools, and a list of current employees and respective skill level or discipline. Pasco County, at its sole discretion, reserves the right to award this work to vendors who are able to demonstrate current ownership and possession of the equipment, tools, and personnel deemed reasonably sufficient to perform the specified work at the lowest possible cost.

It is Pasco County's intent to award this work to a vendor at the lowest possible cost, while securing sufficient quality of services. Preference may be given to those vendors who own and possess the necessary tools, equipment, and services to minimize reimbursement costs associated with rentals and purchases from third parties.

MULTIPLE AWARD

1. The County reserves the right to award non-exclusive contracts to multiple respondents for the specified services based on the total bid as provided for in the bid, to the lowest responsive, responsible bidders who, in the sole and absolute judgment of the County, can provide the goods and/or services required. Complete and accurate responses to all

line items within the bid form are necessary for the complete and fair evaluation of bids.

2. **Verbiage for Tier Approach**
   It is the intent of Pasco County to award this contract using a tiered approach. While awards shall be made to multiple respondents, each respondent shall be assigned a status as primary, secondary or tertiary, based on responses to this solicitation. The lowest responsive, responsible bidder shall be assigned primary, the second lowest bidder shall be assigned secondary, and the third lowest shall be assigned tertiary.

3. When a need for services occurs, a Pasco County Representative (PCR) shall contact the primary respondent first. If the primary respondent is unable to supply the required services, the PCR shall proceed to the secondary respondent. If the primary and secondary respondents are both unable to supply the required services, the PCR shall proceed to the tertiary respondent.

PERFORMANCE OF THE WORK

Work and/or purchases are authorized by the County only if a properly executed Work Order is issued in advance of the transaction, showing that the County has sufficient funds available to pay for the goods and/or services. Respondents providing goods and/or services without a properly executed Work Order do so at their own risk. The County will not be liable for payment for any services provided under the Contract unless a valid Work Order has been issued to the Respondent.

In the event that Bidder is awarded the Contract, Bidder agrees that should Bidder fail to complete the work within the time stipulated in the Work Order or within such extra time granted by the County as provided in the Agreement, the Bidder shall pay to the County for delay and loss of use, and not as a penalty but as liquidated damages as stated in the Agreement section.

WORK ORDERS AND WORK ORDER PROCEDURES

Upon execution of the Agreement, the Respondent will begin receiving Work Orders. The Respondent will be issued a separate Work Order for each particular item of work assigned by the County. Each Work Order shall describe the work included and stipulate the maximum fee as well as the number of calendar days within which the Respondent must both commence and complete the work for the particular Work Order. Work Orders will be executed by the County Administrator, Assistant County Administrator for Public Infrastructure, or their designee.

For non-emergency as-needed on-site work, the County will contact the Respondent for a work order proposal to complete a particular Work Order. The Respondent shall respond within three (3) business days with a work order proposal, including time to complete from the Notice to Proceed, proposed bid items to be utilized for the work, anticipated materials with cost, and total cost. The County shall then execute a Work Order and deliver it to the Respondent. The Respondent shall not receive additional compensation for the work order proposal process.

The Respondent shall have no claim for compensation greater than the maximum listed on the work order proposal and Work Order form.

Following execution of any part of any work as described in Work Order, and within time stipulated in the Work Order, the Respondent shall submit a written proposal for any additional work that, in the Respondent's opinion, is not listed in the Work Order. The proposal shall list all recommended work, describing each item of work in sufficient detail to complete the work order. If it agrees, the County shall then revise the Work Order and deliver it to the Respondent to complete the work or reject the proposal.
The Assistant County Administrator for Public Infrastructure, or their designee, may order emergency as-needed on-site work. Emergency work is performed any day, including weekends and Holidays recognized by Pasco County. The Respondent shall respond to emergency requests within four (4) hours of notification and begin work on-site within twenty-four (24) hours. The Respondent shall perform the work not to exceed that listed in the Work Order Form. The Respondent shall have no claim for compensation greater than the maximum listed on the Work Order Form.

Critical or emergency work shall take priority over normal priority work. In the event that critical or emergency work prevents timely completion of normal priority work, at the request of the Respondent, the County Administrator, Assistant County Administrator for Public Infrastructure, or their designee will review outstanding Work Order(s) to determine an appropriate extension of time to complete the Work Order(s).

The County may order critical as-needed on-site work during normal business hours. The Respondent shall respond to critical requests on-site within one (1) hour of notification and begin work on-site within two (2) hours. Critical work is defined by the required response time and is performed Monday through Friday 7:00 am to 6:00 pm. The Respondent shall perform the work not to exceed that listed on the Work Order form. Only actual time on-site shall be billed. Respondents shall fill out logs at the nearest County Facility to substantiate the work performed.

WORK ORDER CLOSE-OUT
For payment of work under this contract, the Respondent shall submit to the COUNTY the properly executed copies of the Work Order(s), and invoice. The invoice shall include Work Order number, location of work, cost of the work according to the rates listed in the Bid Form, and actual dates of the work. The COUNTY will evaluate the Application for Payment within forty-five (45) days, which shall meet the requirements set forth in these Contract Documents. Upon approval, the County Administrator, Assistant County Administrator for Public Infrastructure, or their designee, will authorize final payment to be made and close out the Work Order(s).

All work and support are subject to verification by the County. Respondents shall maintain logs to verify work and support performed. Failure to maintain adequate records or provide authorized work orders shall result in non-payment or cancellation or the Contract.

The Bidder further agrees to begin work within three (3) calendar days after the date of the Notice to Proceed or otherwise approved in advance and to complete the project, in all respects, within the number of calendar days allotted for each Work Order, after the date indicated on the Work Order executed by the Assistant County Administrator for Public Infrastructure, or his designee. The Bidder shall also comply with specific completion dates and sequences indicated elsewhere in the Contract Documents or as set forth in the Work Order. All work is subject to verification by the County. Respondents shall maintain proper records to verify the work performed. Failure to maintain adequate records or provide authorized work orders shall result in non-payment or cancellation of the Contract.

AS SPECIFIED

All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense by the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

QUANTITIES

The Pasco County Board of County Commissioners shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

ADDITION/DELETION

The Pasco County Board of County Commissioners reserves the right to add or delete any item from this bid or resulting award when deemed to be in the best interest of the Board.

END OF SPECIAL PROVISIONS

SPECIFICATIONS

AS NEEDED FURNISH, INSTALL, REPAIR AND REPLACE FENCING SYSTEMS

1. INTRODUCTION

Pasco County is seeking one (1) or more Vendors for the installation and repair of commercial grade and residential fence systems for various departments throughout Pasco County.

2. GENERAL REQUIREMENTS

2.1 All work must be performed in accordance with all applicable state, local and national laws and codes.

2.2 All work must be completed by a contractor licensed in the state of Florida to perform all work as described herein.

2.3 Vendor is responsible for all processes and costs associated with obtaining and maintaining any required permits.

2.4 All work assigned under the agreement will be performed at various locations throughout Pasco County.

2.5 Vendors must provide Safety Data Sheets (SDS) for all chemicals used on all Pasco County properties.

2.6 In addition to the Pasco County Utilities Department, other Pasco County departments may utilize this contract (at the same terms and conditions) for similar work.

2.7 All work must be performed according to the manufacturer's installation requirements and recommendations and in accordance with all plans and specifications.

2.8 The County reserves the right to award to the lowest, responsive, responsible vendor per line item.

2.9 While it is the county's intent to the contract to one Vendor, we reserve the right to award to multiple Vendors if found to be in our best interest.

2.10 All quantities stated in this solicitation are estimates for bidding purposes. The County does not guarantee any quantities mentioned herein.

2.11 Pricing must include all labor, tools, materials, and equipment needed to complete all the services described herein.

3. MINIMUM QUALIFICATIONS

3.1 Contractor Qualifications

3.1.1 The Contractor must have been in business for a minimum of three (3) years.

3.1.2 The Contractor must have held at least five (5) contracts similar in size and nature.

3.1.3 The Contractor must be certified by the Florida Department of Transportation (FDOT) as a selected contractor/provider, or Certified and licensed Contractor in the State of Florida.

3.2 The County reserves the right to request information necessary to determine the ability of the Contractor(s) to perform the work, to include references.

3.3 All work must be performed by, or under the direct supervision of a General Contractor or a manufacturer certified Fence Installer.

4. SCOPE OF SERVICES

4.1 The Contractor will provide all labor, materials, supplies, equipment, tools, and transportation, and perform all reasonable incidental work in connection with the complete installation and/or repairing, replacement of various fence systems. Work will be performed as stated in these specifications and Florida Department of Transportation (FDOT) standards for fence type A and B, as applicable.

4.1.1 Fencing installation will include, but not be limited to:

- Chain-link fencing systems
- Chain-link Poly-vinyl Chloride (PVC) coated fencing systems
- Field fencing systems
- Barbed wire assembly
- Fence gates; and
- Other miscellaneous fencing systems as needed

4.2 **Utility Locates**

4.2.1 Before starting any excavation, the vendor(s) will verify the locations and sizes of all underground utilities in the work area, including but not limited to:

- irrigation system components
- stub-outs for water sources
- sewer lines
- gas lines
- communication cables
- electrical conduits, etc.

4.2.2 Contractor(s) will be responsible for all Utility Locates (SunshineState One, Call 8-1-1). Call (800) 432-4770 or e-mail http://www.callsunshine.com in the State of Florida.

4.2.3 If a conflict exists between the location of underground utilities and the proposed work, vendor(s) will notify the County in writing and arrange for field and design adjustments and relocations.

4.3 **Materials**

4.3.1 Chain-Link Fencing Systems

- Weight of zinc coating will not be less than one and eight/tenths (1.8) ounces per square foot of surface of fabric.

- Chain-link fabric, post, truss rods, tension wires, tie wires, stretcher bars, gates and all miscellaneous fittings and hardware will meet the requirements of the latest version of the AASHTO and ASTM Standards as applicable. Must be Commercial grade where applicable.

4.3.2 **Fence Wire Fabric Mesh**

- Steel wire chain-link two-inch (2”) mesh, No. 9 gauge wire, Hot Dip Galvanized steel wire after weaving (GAW); or

- PVC coated Steel Wire Chain-link two-inch (2”) mesh, No. 9 gauge wire, Hot Dip GAW, extruded and bonded. Colors: black, brown and green

4.3.3 **Line Post**

- Tubular galvanized steel and Schedule 40; vinyl coated -- when applicable.

- Two inches (2”) in diameter

- Line post will not be less than two feet (2') longer than the fence height

- Post will have top fittings to allow passage of top rail, loop cans

4.3.4 **End and Corner Post**

- Tubular galvanized steel, Schedule 40; vinyl coated – where applicable

- Two inches (2") in diameter. Three inches (3") terminal post, Schedule 40

- End corner post will not be less than two feet (2') longer than the height of the fence

4.3.5 **Top Rail**

- Tubular galvanized steel with no less that a twenty-one-foot (21') joint with steel expansion sleeves; vinyl coated – where applicable

- One and five-eighths inch (1⅝") wedged, galvanized steel Schedule 40

4.3.6 **Gate Frame**

- One and five/eights inch (1⅝") galvanized steel Schedule 40

- Two-inch (2") mesh with Knuckles fabric, vinyl coated – where applicable

- Joint at all corners by malleable iron fittings or by welding

- All frames are to be braced and trussed

4.3.7 **Gate Post**

- Tubular galvanized steel, vinyl coated – where applicable

- Galvanized steel Schedule 40

- Post will not be less than three feet (3') longer than the fence panel

- Size dictated by application

4.3.8 **Ties Wire and Hog Rings**

- Will be No. 9 gauge wire. Nine- and one-half inch (9 ½") Aluminum ties

- Galvanized steel

- Vinyl coated – where applicable

- Selection of wire ties may depend on the installation

4.3.9 **Bracing**

- Bracing rail, vinyl coated – where applicable

- One and five eights inch (1⅝") diameter tubular steel

- Galvanized steel Schedule 40 gauge

- Truss rod

- Three-eighths inch (⅜") diameter steel rod

4.3.10 **Tension Band**

- Flat press steel, vinyl coated – where applicable

- End corners, truss, and brace bands

- Miscellaneous fittings will be provided as necessary to make a complete installation and will be malleable iron of pressed steel

- All ferrous materials will be thoroughly galvanized by the HOT DIP method or Vinyl Coated method

- All posts will be capped with HOT DIP or Vinyl Coated Cap designed to fit over the outside of the post to form an overlapping barrier to exclude water from the tubular post

- Aluminum fittings are not permitted

4.3.11 **Tension Wire - Top and Bottom**

- Top tension wire - No. 7 wire gauge

- Bottom tension wire - No. 7 wire gauge; coil spring type

- Zinc coated at eight-tenths (0.80) ounce per square foot of uncoated wire surface for ASTM standards, or vinyl coated – where applicable

- Will be fastened by steel hog rings

4.3.12 **Gate Construction**

4.3.12.1 Frames will be vinyl coated – where applicable

4.3.12.2 Will be welded at joints to provide rigid watertight construction

4.3.12.3 Welds will be ground smoothly

4.3.12.4 All welded areas will have one (1) coat of zinc oxide primer applied on the area

4.3.12.5 Internal bracing will be provided as required to eliminate racking and make the gate as rigid; consisting of:

- One and five-eighths inch (1⅝") tubular steel pipe
- Three-eighths inch (⅜") adjustable truss rods

4.3.12.6 Fabric will be vinyl coated – where applicable

4.3.12.7 Will match the specified fence fabric

4.3.12.8 Will be tied to the gate frame at intervals not to exceed fifteen inches (15") apart

4.3.13 **Hinges**

- Will be vinyl coated – where applicable

- Will be the offset type which allows the gate to swing one hundred and eighty degrees (180º) parallel to the fence

- Will be of adequate strength for the fence gate

- No sagging gates will be accepted

4.4 **Field Fencing Systems**

- This fence system will be utilized generally in rural areas or as directed by the County and supplied by the vendor(s) as per fence FDOT type A four feet (4') high and barbed wire.

- Fabric will be galvanized steel 9-gauge, Grade 60, Class 3 Zinc coated meeting the ASTM A116 Standards.

- The wire fabric will be attached to posts by a minimum of five (5) tie wires. Tie wires will be applied to the top, bottom and three (3) intermittent line wires. Tie wires will be made of steel not less than

zero point one two (0.120) inch diameter, zinc coated Class 3.

- Six inch (6”) spacing between vertical wires
- Provided with at least two (2) lines of barbed wire
- Small bottom mesh spacing and wider upper mesh
- Weather resistant

4.5 **Posts, Braces and Slats**

4.5.1 Will be standard steel at a rate of two (2) ounces per square foot supplied with all necessary hardware and wire clamps

4.5.2 **Line posts** - Minimum of eight feet (8’) long

4.5.3 **Approach posts**

- Minimum of eight feet (8’) long
- Two and one-half inch by two and one-half inch by one quarter inch (2 ½” x 2 ½” x 1/4”) angles, fabricated for attaching brace

4.5.4 **Pulls, end and corner posts**

- Minimum of eight feet (8’) long
- Two and one-half inch by two and one-half inch by one quarter inch (2 ½” x 2 ½” x 1/4”) angles, fabricated for attaching brace

4.5.5 **Braces**

- Two and one-half inch by two and one-half inch by one quarter inch (2 ½” x 2 ½” x 1/4”)

4.5.6 **Slats**

- Black Six-Foot (6’) Vinyl Privacy Slats
- Green Six-Foot (6’) Vinyl Privacy Slats

4.6 **Clearing and site preparation**

- All trees, brushes, stumps, logs and other debris which would interfere with the proper construction of the fence in the required location will be removed a minimum width of two feet (2’) on each side of the fence centerline before starting fence operations. The cost of removing and disposing of the removed material will not constitute a pay item and will be considered incidental to fence construction.

- Surveying, clearing, grubbing, grading and removal of debris for the fence line or any required clear areas adjacent to the fence beyond the fence line and deeper than twelve inches (12”) including removal of big trees higher than twenty-five feet (25’) or greater than six inches(6”) in diameter, will be negotiated with the as part under the Work Order negotiation and compensated under the “Unspecified Bid Items”, per case basis.

4.7 **Installation**

4.7.1 Installation will be completed free of standing and without buckles and/or kinks.

4.7.2 Will be set accurately and be true, plumb, and rigid.

4.7.3 When required the vendor (s) will remove and dispose of existing fencing system(s).

4.7.4 Surfaces that have been cut, filed or where the galvanized coating has been damaged will be coated with a zinc-enriched paint to prevent corrosion per ASTM A780.

4.7.5 **Installation of Chain-Link Systems**

4.7.5.1 **Post**

- Will be spaced not to exceed a maximum of ten-foot (10’) spans
- Terminal spans may be allowed to be less than regular span to adjust line spans to even footage
- A minimum allowable span will be seven feet (7’)
- Post will be plumb

4.7.5.2 **Anchorage**

- Top of concrete footing to be at grade crowned to shed water away from the post
- Line post will be set in the ground via concrete foundations to a minimum depth of:
  - Eighteen inches (18”) for fences four feet (4’) in height
  - Twenty-four inches (24”) for fences six feet (6’) in height
  - Thirty inches (30”) for fences higher than six feet (6’)

- Corner or pull post will be set in the ground, via concrete foundations, to a minimum depth of thirty-six inches (36”) for four feet (4’), six feet (6’) and higher

- Foundation diameter will be a minimum of nine inches (9”) except for:
  - Gate post

  - Foundation diameter will be no less than three (3) times the diameter of the gate post

  - Corner, end, and/or pull post; foundation diameter will be no less than twelve inches (12”)

- Concrete mix used will be of a ready mix, commercial grade, supplied with a minimum strength of three thousand pounds per square inch (3,000 psi) at twenty-eight (28) days.

4.7.5.3 **Top Rail, Vinyl Coated – where applicable**

- Will be continuous for the full length of the fence

- Pass through openings and fittings for the purposes on the line post tops

- Couple with expansion sleeves, rail ends, and brace bands

4.7.5.4 **Tension Wire**

- Will be installed four inches (4”) up from the bottom of fabric

- Fences without top rail will have a tension wire installed four inches (4”) down from the top of the fabric

- Will be installed at intervals of twenty-four inches (24”) or less for the full height of the fabric

- Will be stretched taut, independently and prior to the fabric between terminal posts and secured to the terminal post using a brace band

- Secure the tension wire to each line post with a tie wire

4.7.5.5 **Nuts and Bolts**

- Bolts/Carriage bolts used for fittings will be installed with the head on the secure side of the fence

- All bolts will be peened over to prevent removal of nut, and where applicable painted to match vinyl color

4.7.5.6 **Gates**

- Cross diagonal truss rods will be required/installed for all frames exceeding six (6) feet in length

- Wire fabric will be fastened in the frames and/or panels on all edges by use of suitable tension band stretch bars

- Latches will be provided for all gates with plunger rod, forked latch type, which will include provisions for padlocking

- Installation of swing gates and gateposts in compliance with ASTM F 567.Direction of swing will be as directed by the County.
- Will be plumb in the closed position having a bottom clearance of three inches (3”), grade permitting

- Hinge and latch offset opening space will be no greater than three inches (3”) in the closed position

- Double gate drop bar receivers will be set in a concrete footing a minimum of six inches (6”) in diameter, twenty- four inches (24”) deep

- Gate leaf holdbacks will be installed for all double gates

4.7.5.7 **Braces**

- Horizontal braces will be provided on each terminal

- At corner and gate post will be located midway between top rail and ground

- Will extend from poles to the first adjacent line post fastened with brace bands and/or rail ends and brace bands.

4.7.5.8 **Diagonal Brace Rods**

- Will be trussed from the braced ends on the line post back to the terminal corner and/or gate post

- Will be provided with tightened and/or turnbuckle

4.7.5.9 **Pull post**

- Will be used at breaks in vertical grades fifteen degrees (15°) or steeper

- For flatter grades will be used every three hundred and thirty feet (330') on centers

    - This maximum interval will be reduced, but evenly spaced, on horizontal curves where the degree of curve exceeds three degrees (3º)

- The horizontal brace rail and diagonal truss rod will be installed in accordance with ASTM F567

4.7.6 **Fabric fastening**

4.7.6.1 **Line Post**

- Secure via bands installed at a maximum of twelve inches (12") per interval

4.7.6.2 **Top rail**

- Secure via single wrap of No. 9 wire ties at a maximum of twelve inches (12") apart

4.7.6.3 **Terminal corner or gate post**

- Secure via stretcher bars/tension bars fastened to the post by bands space no greater than fifteen inches (15") apart

4.7.6.4 **Fabric**

- Will be installed fabric to outside/secure side of the framework having a ground clearance of no more than two inches (2")

- Will be stretched tightly to eliminate sags and/or buckles

- Will be laced with top salvage bars projecting above the top rail and with bottom salvage bars not more than two inches (2”) above grade

4.7.6.5 **Tie wire**

- Tie wire will be power fastened and wrapped three hundred and sixty degrees (360°) (6.28 radius) around the post or rail and the two (2) ends twisted together three (3) full turns

- Excess wire will be cut off and bent over to prevent injury

4.7.7 **Installation; Field Fence Systems**

- Field fence system installations will meet FDOT standards for these types of fencing systems

- Wire will be stretched only until one half (1/2) the tension curl has been pulled

- All posts will be set in concrete footings of thirty-nine inches (39”) deep by twelve inches (12”) wide minimum

- Post separation of eight feet (8’) minimum and fourteen feet (14’) maximum

- Concrete mix used will be of a ready mix, commercial grade, supplied with a minimum strength of three thousand (3,000) psi at twenty-eight (28) days

- Post will be installed by driving or digging. If by digging, the posts will be set at the center of the hole and the soil tamped securely on all sides

- Two (2) No. 9 gage wires twisted to cinching tightness, diagonal steel wire between posts will be included with all installations to reinforce mesh fabric spans. The wire will be galvanized at the rate of eight-tenths ounces (0.8oz) per square foot

4.7.8 **Installation; Barbed Wire**

- Stretched taut between terminal posts and secured in the slots provided on the line post barb arms

- Attach each strand of barbed wire to the terminal post using a brace band. Barb arms to be riveted or bolted to the post

4.7.9 **Installation; Electrical Grounding; Power Lines Crossover**

4.7.9.1 When a power line passes over the fences, a ground will be installed directly below the point of crossing, which will consist of:

- Copper or galvanized rod with connection of similar metal, if required, or other appropriate material, as approved by the County

- Eight feet (8') in length, no less than five-eighths inches (⅝") in diameter

- The ground rod will be driven vertically until the top end of the rod is six inches (6") below ground surface (BGS)

- A No. 6 conductor will be used to connect the rod and all fence elements

- The No. 6 conductor connection from fence elements to ground rod will be achieved by means of electrical-type clamps, which will prevent corrosion

4.7.10 **Cleanup**

- Work site will be left in acceptable condition at the end of each day (no debris on sidewalks, front yards, and work site debris picked up

- The area of the fence line will be left neat and free of any debris caused by the installation of the fence

- Ruts to be smoothed/flattened to return work area to previous or better condition

4.8 **Scheduling**

4.8.1 The work should only be performed during normal business hours of 7 AM- 3 PM Monday – Friday, excluding holidays, unless otherwise approved by the County.

4.8.2 When it is necessary to perform work outside the normal business hours for the County, the Contractor shall give a minimum of seventy-two (72) hours' notice to the County.

4.8.3 The County reserves the right to add and delete site locations as needed depending on the availability of funds.

4.9 **Pricing**

4.9.1 Prices quoted will be net, including transportation and delivery charges fully prepaid by the seller, FOB Pasco County, Florida.

4.9.2 No additional charges will be allowed for packing, packages, or partial delivery costs.

4.9.3 The following items are considered incidental work for the fencing system installations but not limited to:

- Site preparation
- Locates of existing underground utilities
- Any work requiring leveling and preparing the terrain along the fence line
- Furnishing and installing electrical grounds
- Preparation for post holes
- Any cost of erection and removal of any temporary fencing that might be necessary to secure the site during construction activities
- Disposal offsite of construction debris
- Work area restoration

4.9.4 **Un-Specified Bid Items**

- The hourly rates and materials unit prices are intended for any other fence installations, fence repairs, clearing and grubbing, survey and any additional work NOT covered under any other bid line item under this Contract
- Payment will be based on actual time on- site in one quarter (¼) hour increments (travel time will be excluded)

4.9.5 **Unspecified Materials**

- Materials incorporated in the work NOT covered by any other line items herein plus ten percent (10%) mark-up including materials for

other types of fencing systems. No mark-up on taxes and/or freights will be allowed.

- Survey work plus the mark-up, when required, will be paid under this item.

4.10 **Submittals**

4.10.1 If requested by the County, Contractor(s) will deliver, electronically, all required submittals three (3) days from receipt of the NTP or as instructed by the County.

4.10.2 When required, provide samples of chain link fabric, framework and fittings. Submittals may include product data sheets, and manufacturer's data sheet and other requirements as stated in the following sections

4.10.3 **Shop Drawings**

For fence installations, if requested by the County, Contractor(s) will provide site plan showing layout of fence location with dimensions, cleared area, elevation of fence footings, and details of attachments.

4.10.4 **Certifications**

Manufacturer's Material Certifications in compliance with the current ASTM specifications and Contractor(s) certification confirming installation in accordance with the specifications will be provided by Contractor(s) upon request.

5. TRAFFIC CONTROL

5.1 The Contractor is responsible for ensuring all Maintenance of Traffic (MOT) is conducted in accordance with Special Conditions.

5.2 **Maintenance of Traffic (MOT)**

5.2.1 All MOT work shall be in accordance with FDOT Standard Plans Index 102.

5.2.2 When the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the Vendors to direct vehicle and pedestrian traffic, in addition to any necessary signs and devices.

5.2.3 Workers assigned to this task will not perform any other duties while engaged in directing traffic.

5.3 The Vendors must provide all personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety, at no additional cost to the County.

5.4 The Vendors must conduct operations in a manner that will not interrupt pedestrian or vehicle traffic, except with prior approval by the County.

5.5 The work area must be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum.

5.6 The Vendors must use workers and traffic control signs and devices necessary to comply with all applicable Federal, State, and local laws, rules, and regulations, at all times.

6. STAFFING/PERSONNEL REQUIREMENTS

6.1 Vendors are responsible for ensuring staffing levels are adequate to perform services described herein and are responsible for all costs associated with labor under this contract.

6.2 **On-Site Supervisor**

6.2.1 The term "on-site supervisor" will be a person designated to be at the work site, and act as the Contractor's POC to the County.

6.2.2 Phone numbers for the on-site supervisor, with an emergency contact list identifying the names, positions held, and phone numbers of key contact personnel for emergency work, will be provided to the County at the beginning of the contract.

6.2.3 Should the on-site supervisor change, the Contractor must immediately notify the County of the change. The County reserves the right to reject a supervisor and request a replacement.

6.3 Vendors must provide current copies of licenses and training certificates upon request.

6.4 Personnel must wear appropriate uniforms, carry photo identification, and always present a neat and professional image.

6.5 The Contractor(s) will register (login and logout) with the County's designated on-site Representative prior to starting and finishing a repair or installation project,

7. WORK OUTSIDE SCOPE OF WORK

7.1 Additional work identified outside the scope of this contract must be authorized in advance and in writing by the County.

7.2 The Vendors must provide a price for any additional work identified prior to commencement.

7.3 No work will begin until County Notice to Proceed (NTP) is provided.

8. PROJECT SCOPE MEETING

8.1 Prior to the start of the services for each Work Order, a joint meeting may be held with representatives of the contractor, the County, and any other invited parties and/or government agencies which may be affected by, or have jurisdiction over, the project or some aspect thereof to scope the work, as necessary.

8.2 This will be the Contractor's opportunity to learn about the various key personnel, discuss the commencement of the work, any special requirements for the work, submittal requirements, protection to existing facilities and/or private property, and any other pertinent items associated with the work.

9. WARRANTY AND DAMAGES

9.1 Vendors are responsible for all damage or personal injury resulting from its operations.

9.2 Any damage or personal injury will be reported immediately to the POC.

9.3 Contractor(s) will repair any utility damage caused by their work as directed by the Utility and/or their Designee at no cost to the County. Disturbed areas will be restored to pre-existing conditions or better.

9.4 All fencing systems, including all work done under this Contract and/or per individual work order, will be guaranteed against all defects and fault of material and workmanship for a period of one (1) year following final acceptance by the County.

9.5 Vinyl coated chain-link fence systems will be supplied with a minimum ten (10) year factory warranty.

9.6 All materials used under this Contract will carry a manufacturer's guarantee of one (1) year from work acceptance by the County.

9.7 Should any problem with the fencing system be discovered within the guarantee period, it will be corrected by the Contractor at no additional costs to the County within seven (7) calendar days of written notice from the County.

9.8 Should the Contractor fail to perform damage repair or warranty work as scheduled, and to a standard acceptable by the County, the County will procure

services from another Contractor. These costs will be the responsibility of the Contractor.

9.9 Contractor will be responsible for any costs (from neglect damage or personal injury) determined to be caused by the Contractor.

10. REFERENCES

10.1 American Association of State Highway and Transportation Officials (AASHTO) M111 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products;

10.2 AASHTO M1181 Standard Specification for Chain-Link Fence;

10.3 American Society for Testing and Materials (ASTM) A121 Specification for Metallic- Coated Carbon Steel Barbed Wire;

10.4 ASTM A392 Specification for Zinc-Coated Steel Chain-link Fence Fabric;

10.5 ASTM A491 Specification for Aluminum-Coated Steel Chain-link Fabric;

10.6 ASTM A817 Specification for Metallic-Coated Steel Wire for Chain-link Fence Fabric and Marcelled Tension Wire;

10.7 ASTM A824 Specification for Metallic-Coated Steel Wire for Chain-Link Fence Fabric and Marcelled Tension Wire;

10.8 ASTM F552 Standard Terminology Relating to Chain-link fencing;

10.9 ASTM F567 Standard Practice for Installation of Chain-link Fence;

10.10 ASTM F626 Specification for Fence Fittings;

10.11 ASTM F668 Specification for Polymer Coated Chain-link Fence Fabric;

10.12 ASTM F934 Specification for Standard Colors for Polymer-Coated Chain-link;

10.13 ASTM F1043 Specification for Strength and Protective Coatings of Metal Industrial Chain-link Fence Framework;

10.14 ASTM F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized)Welded for Fence Structures;

10.15 ASTM F1345 Specification for Zinc-5% Aluminum-Mischmetal Alloy-Coated Steel Chain- link Fence Fabric;

10.16 ASTM F1910 Specification for Long Barbed Tape Obstacles;

10.17 ASTM F1911 Standard Practice for Installation of Barbed Tape;

10.18 ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings; and

10.19 ASTM A-116 Standard Specification for Metallic-Coated, Steel-Woven Wire Fence Fabric

END OF SPECIFICATIONS

OFFEROR INFORMATION/CERTIFICATION FORM

This form MUST BE:

- **INCLUDED DOWNLOADED, COMPLETED AND UPLOADED INTO BONFIRE WITH OFFEROR'S SUBMISSION**
- **FULLY executed with original authorized signature and notarized signature**

1. "We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY THE PRESIDENT OF THE CORPORATION, OR A MEMBER OF A MEMBER-MANAGED LIMITED LIABILITY COMPANY, OR THE MANAGER OF A MANAGER-MANAGED LIMITED LIABILITY COMPANY; OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

OFFEROR MUST BE REGISTERED ON SUNBIZ (http://www.sunbiz.org/index.html), FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

2. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

_____

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

3. Name/title of contact person for the Offeror:_____

4. Business and mailing address:_____(If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

5. Primary business and mailing address (if different): _____

6. Telephone number: (_)_____Fax: (__)_____

   Email Address: _____

The above-named Offeror affirms and declares:

A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.

B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:

C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:

E. That the Offeror is in compliance with Section 448.095(2), Florida Statutes, requiring Contractor and its Subcontractors to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The Offeror also confirms that no public employer has terminated a contract with the Offeror for failure to comply with Section 448.095(2), Florida Statutes, within the 12 months preceding the date this Certification Form is signed by the Offeror.

F. That no officer or employee or person whose salary is payable in whole or in part from the County is, will be or become interested, directly, or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.

G. That the Offeror has received and carefully examined all Addenda issued prior to uploading its Response and its Response will be in accordance with all Addenda prior to Response Opening.

H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they <u>may</u> certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.

J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such

business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A
_____Local Business located in Pasco County
_____Business located within Hillsborough, Pinellas, Polk, or Hernando County

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State/Federal Funds Involved: Y (Y if applicable, N if not applicable)

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

K. By signing this Certification, I represent that I am of lawful age and have the authority to bind the Offeror for contract purposes. **If someone other than the President of the corporation, or a member of a member-managed limited liability company, or the manager of a manager managed limited liability company, then one of the following must be submitted with this Certification**:

1. If Offeror is a corporation (includes incorporated or company, or abbreviations thereof, in its name), and if other than the President of the corporation is signing this Certification, then one of the following must be submitted with this Certification:

   a. a current corporate resolution naming the officer or person signing this Certificate as authorized to sign contracts on behalf of the company or,

   b. a copy of the Board of Directors' resolution or meeting minutes designating the officer or person signing this Certificate as authorized to sign contracts for the corporation, certified by the secretary of the corporation.

2. If Offeror is a limited liability company, then the following must be submitted with this Certification: a copy of the Operating Agreement of the limited liability company showing that that person signing this Certificate is authorized to sign contracts for the limited liability company.

L. Attached to this response is a copy of the Certificate of Status from the Florida Secretary of State, Division of Corporations, which can be downloaded from https://dos.myflorida.com/sunbiz/search/.

M. Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

_____

_____

_____

(The remainder of this page intentionally left blank).

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

OFFEROR:

BY: _____
(Authorized Signature in Ink)

_____
(Printed name of Signatory)

_____
(Printed Title of Signatory)

_____
(Signature Date)

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:
[___] physical presence, or
[___] online notarization

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____ , who executed the foregoing instrument as [Title]_____
of [Corporation or Company Name]_____ , a:
[___] corporation, or
[___] limited liability company
organized under the laws of [State]_____ , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):
[___] Personally known to me, or
[___] Has produced _____ as identification.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of the company or by the individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

_____
Signature

_____
Printed Name

_____
Title

_____
Name of Company if applicable

_____
Date

STATE OF FLORIDA

COUNTY OF_____

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☐ physical presence or ☐ online notarization, this _____day of_____, (month) _____ (year), by _____(name of person making statement).

_____
(Signature of Notary Public - State of Florida)

_____
(Print Commissioned Name of Notary Public)

☐ Personally Known OR ☐ Produced Identification

_____
Type of Identification Produced

SUPPLEMENTAL CONTRACT PROVISIONS

FEDERAL PROVISIONS

Within these Federal Contract Provisions, the successful Offeror is referred to as Contractor. **On a case-by-case basis, Contractors with Pasco County may be subject to Federal Grant Provisions found under 2 CFR 200 and its Appendix, as well as other federal grant funding statutes. Contractors shall be able to comply with those federal provisions if funding is from a federal source.**

Compliance and Monitoring

The COUNTY shall monitor the performance of the CONTRACTOR against goals and performance standards as required herein. Substandard performance, as determined by the COUNTY, in its sole and absolute discretion, shall constitute noncompliance of a resulting Agreement. If such substandard performance is not corrected by the CONTRACTOR within thirty (30) days after being notified by the COUNTY, contract suspension or termination procedures may be initiated and enforced in accordance with regulations set forth in 2 CFR Part 200, Subpart D, and herein.

In addition to the COUNTY's procurement procedures, CONTRACTOR shall comply with 24 CFR § 570.502 and applicable Federal law and standards identified in 2 CFR Part 200, Subpart D (§§ 200.318 – 200.326). All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition. Qualification-based procurements, requests for proposals, bid packages, and advertisements shall be subject to COUNTY review and approval before being published.

Uniform Administrative Requirements

The CONTRACTOR shall comply with 24 CFR § 570.502, § 570.503, and § 570.610, and adhere to accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The CONTRACTOR shall administer the Project in conformance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as amended, and in accordance with 24 CFR § 570.502, as appropriate, to ensure substantial adherence to the applicable accounting principles and procedures required therein, utilization of adequate internal controls, and the maintenance of necessary source documentation for all costs incurred.

Suspension and debarment (2 CFR § 200.214)

Contractors with Pasco County are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Domestic preferences for procurements (2 CFR § 200.322)

(a) As appropriate and to the extent consistent with law, Pasco County should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR § 200.321)

(a) Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Compliance with Copeland "Anti-Kickback" Act

(a) CONTRACTOR. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(b) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Records

The CONTRACTOR including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under a resulting Agreement, shall allow access to its records at reasonable times to representatives of Department of Economic Opportunity (DEO), the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

The CONTRACTOR shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

Hatch Act (5 U.S.C. § 1501, et seq.) / Byrd Amendment (31 U.S.C. § 1352)

The CONTRACTOR agrees that no funds provided, nor personnel employed under a resulting Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C. The CONTRACTOR shall not use any portion of the Project Budget or personnel employed to carry out a resulting Agreement for political activities, inherently religious activities, lobbying, political patronage, or nepotism activities.

Federal Conflict of Interest Provisions

The CONTRACTOR shall abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112. The CONTRACTOR shall maintain no present or future financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under a resulting Agreement as indicated in 2 CFR § 200.318. The CONTRACTOR further covenants that in the performance of a resulting Agreement, no person having such a financial interest shall be

employed or retained by the CONTRACTOR hereunder. These conflict-of-interest provisions apply to any person who is a person, agent, consultant, officer, elected official or appointed official of the County, or of any designated public agencies or developers that are receiving funds under the CDBG Program.

Lobbying Prohibition (31 U.S.C. § 1352)

(a) No funds or other resources received under a resulting Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The CONTRACTOR certifies, by its signature to its response to this solicitation, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. CONTRACTOR shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this paragraph above. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

Employment Eligibility Verification

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the CONTRACTOR to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, and consultants performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at: http://www.uscis.gov/e-verify

(c) If the CONTRACTOR does not have an E-Verify MOU in effect, the CONTRACTOR must enroll in the E-Verify system prior to hiring any new employee after the effective date of a resulting Agreement.

Audit Requirements

(a) In the event that the Contractor expends Seven-Hundred-Fifty-Thousand and 00/100 Dollars ($750,000.00) or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, Audit Requirements, as revised. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the County. The determination of amounts of Federal awards expended must be in accordance with the guidelines established by 2 CFR § 200.502, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provision of 2 CFR Part 200, as revised, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in Subsection (a) above, the County shall:
    1. verify that the Contractor has fulfilled the requirements relative to audit responsibilities as provided in 2 CFR Part 200, Subpart F, and that the required audit(s) are completed within nine (9) months of the end of the Contractor's fiscal year;
    2. issue a management decision on audit findings within six (6) months after receipt of the Contractor's audit report; and
    3. ensure that the Contractor takes timely and appropriate action on all audit findings. If the Contractor is unable or unwilling to have the required audits, the County shall take the appropriate action using sanctions as provided for in 2 CFR Part 200.

(c) In the event that the Contractor expends less than Seven-Hundred-Fifty-Thousand and 00/100 Dollars ($750,000.00) in Federal awards in its fiscal year, the Contractor is exempt from the Federal audit requirements for that year, but records must be

available for review or audit by HUD, the County, the Government Accountability Office, or their authorized representatives.

(d) If the Contractor is not subject to the audit requirements found at 2 CFR Part 200, Subpart F, a financial report in accordance with FAS Statement No. 117, Financial Statement of Not-for-Profit Organizations, as amended, shall be submitted to the County within 30 days after the end of its fiscal year.

(e) In addition to review of audits conducted in accordance with 2 CFR Part 200, Subpart F, or financial reports conducted in accordance with FAS Statement No. 117, the County shall monitor the performance of the Contractor as necessary to ensure that the subaward is used for authorized purposes, is in compliance with Federal statutes, regulations, and the terms and conditions of the subaward, and that the performance goals are achieved for the duration of the Agreement.

(f) Monitoring provides information for making informed judgment about program effectiveness and management efficiency, as well as identifying internal weaknesses that may contribute to fraud or abuse. The monitoring procedures established for the Contractor may include, but are not limited to, on-site visits by the County or HUD; limited-scope audits as defined by 2 CFR Part 200, as revised; submittal and review of financial management statements as defined by FAS Statement No. 117, performance reports; and other procedures as determined necessary.

(g) By entering into a resulting Agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County and/or HUD. In the event the County or HUD determines that more than a limited-scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the County or HUD to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the County, Chief Financial Officer, or Auditor General.

(h) A copy of the audit or financial management report must be provided to the Purchasing Department within thirty (30) days after receipt by the Contractor.

(i) This Article shall survive any termination, cancellation, or expiration of a resulting Agreement.

Civil Rights Provisions

(a) The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of

1990, as amended; the Age Discrimination Act of 1975, as amended; Executive Order 11063, as amended; and Executive Order 11246, as amended.

(b) The CONTRACTOR shall comply with nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607, Executive Order 13279, as amended, and all other applicable laws, rules, and regulations. The CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category with regard to public assistance. The CONTRACTOR will take affirmative action to ensure that all employment practices prohibit such discrimination. Such employment practices include, but are not limited to, the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(c) Rehabilitation Act of 1973, Section 504: The CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794, and 24 CFR Parts 8 and 9), as amended, which prohibits discrimination against individuals with disabilities in any federally assisted program. The County will provide the CONTRACTOR with assistance regarding guidelines necessary for compliance with that portion of the regulations during the term of this Agreement; however, it shall remain the CONTRACTOR's responsibility to ensure compliance.

Equal Employment Opportunity Provisions (41 CFR § 60-1.4)

(a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

(d) The CONTRACTOR agrees that it shall be committed to carry out its activities pursuant to the County's specifications and to the Affirmative Action program in keeping with principles as provided in the President's Executive Order 11246 of September 24, 1965, as amended. Such information shall be made available to the CDBG Program Administrator for review upon request.

(e) The CONTRACTOR will make every effort to afford women-owned and minority-owned business enterprises the maximum practical opportunity to participate in the performance of a resulting Agreement. The term "minority-owned and “women-owned business enterprise" means a business at least fifty one percent (51%) owned and controlled by minority group members or women. The CONTRACTOR may rely on written representations by subcontractors regarding their status as minority and women-owned business enterprises in lieu of an independent investigation.

(f) The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(g) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(h) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(i) In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(j) In those instances where State funding is involved, the CONTRACTOR and its subcontractors will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

(k) The CONTRACTOR will include the provisions of paragraphs (a) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected, and the basis for settlement.

Procurement of recovered materials (2 CFR § 200.323)
The CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes

energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)
In compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) and under 40 U.S.C. § 3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387)
For contracts and subgrants of amounts in excess of $150,000 the non-Federal contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

Labor Standards
The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148); the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et seq. and 48 CFR 22.403-3); the Copeland "Anti-Kickback" Act (40 U.S.C. §§ 276, 327-333; 18 U.S.C. § 874, et seq. and 48 CFR 22.403-2); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as such acts apply to the performance of a resulting Agreement. The CONTRACTOR shall maintain documentation that demonstrates compliance with hour and wage requirements of this provision. Such documentation shall be made available to the County for review upon request.

The CONTRACTOR further agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all subcontractors engaged under contracts in excess of Two-Thousand and 00/100 Dollars ($2,000.00) for construction, renovation, or repair of any building, or work financed in whole or in part with assistance provided under a resulting Agreement, shall comply with Federal requirements adopted by the County pertaining to such Agreements. With the applicable requirements of the regulations of the United States Department of Labor under 29 CFR Parts 1, 3, 5, 6, and 7, governing the payment of wages and ratio of apprentices and trainees to

journeymen provided, if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the CONTRACTOR of its obligation, if any, to require payment of the higher wage. The CONTRACTOR shall cause or require language to be inserted in full in all such contracts subject to such regulations and provisions, meeting the requirements of this article.

Appendix II to 2 CFR Part 200 – FEDERAL CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

On a case-by-case basis, Contractors with Pasco County may be subject to Federal Grant Provisions found under 2 CFR 200 and its Appendix, as well as other federal grant funding statutes. Contractors shall be able to comply with those federal provisions if funding is from a federal source.

Within these Federal Contract Provisions, the successful Offeror is referred to as Contractor and contract means a contract resulting from this solicitation.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity

must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by

the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000.00 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. Procurement of recovered materials (2 CFR 200.323) - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.00; procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216) - Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(5) See Public Law 115-232, section 889 for additional information.

(6) See also § 200.471.

(L) Domestic preferences for procurements (2 CFR 200.322) - The County prefers to purchase or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(1) For purposes of this section:

(i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

END OF FEDERAL PROVISIONS

END OF SUPPLEMENTAL CONTRACT PROVISIONS

Responses

Big Jerry's Fencing of Tampa

Success: All data is valid!

Status	#	Description	Unit	Estimated Quantity	Numeric Unit Price	Total Cost
CHAIN-LINK FENCE SYSTEMS						
Success: All values provided	#1-1	**Furnish and Install 4-Foot-High Chain-link Fence**	LF	1500	$ 17.00	$ 25,500.00
Success: All values provided	#1-2	**Furnish and Install 5-Foot-High Chain-link Fence**	LF	1000	$ 18.00	$ 18,000.00
Success: All values provided	#1-3	**Furnish and Install 6-Foot-High Chain-link Fence**	LF	1000	$ 19.00	$ 19,000.00
Success: All values provided	#1-4	**Furnish and Install 8-Foot-High Chain-link Fence**	LF	1000	$ 22.00	$ 22,000.00
Success: All values provided	#1-5	**Furnish and Install 10-Foot-High Chain-link Fence**	LF	500	$ 24.00	$ 12,000.00
Success: All values provided	#1-6	**Removal and Disposal of Chain-link Fence**	LF	10000	$ 4.00	$ 40,000.00
Basket Total						**$ 136,500.00**
POLYVINYL CHLORIDE (PVC) COATED STEEL WIRE CHAIN-LINK SYSTEMS						
Success: All values provided	#2-1	**Furnish and Install 4-Foot-High PVC Coated Chain-link Fence**	LF	500	$ 19.00	$ 9,500.00
Success: All values provided	#2-2	**Furnish and Install 6-Foot-High PVC Coated Chain-link Fence**	LF	1500	$ 22.00	$ 33,000.00
Success: All values provided	#2-3	**Removal and Disposal of PVC Coated Chain-link Fence**	LF	1000	$ 4.00	$ 4,000.00
Basket Total						**$ 46,500.00**
FIELD FENCING SYSTEMS						
Success: All values provided	#3-1	**Furnish and Install 4-Foot-High Field Fence**	LF	1000	$ 15.00	$ 15,000.00
Success: All values provided	#3-2	**Furnish and Install 6-Foot-High Field Fence**	LF	5000	$ 17.00	$ 85,000.00
Success: All values provided	#3-3	**Furnish and Install 8-Foot-High Field Fence**	LF	1000	$ 19.00	$ 19,000.00
Success: All values provided	#3-4	**Removal and Disposal of Field Fence**	LF	10000	$ 4.00	$ 40,000.00
Basket Total						**$ 159,000.00**
FENCE GATES/ OTHERS						
Success: All values provided	#4-1	**Furnish and Install 4-Foot-High Single Swing Gate- 6 to 12 Feet Wide**	EA	10	$ 700.00	$ 7,000.00

Success: All values provided	#4-2	Furnish and Install 4-Foot-High Single Swing Gate- Additional Feet Wide	LF	100	$ 100.00	$ 10,000.00
Success: All values provided	#4-3	Furnish and Install 5-Foot-High Single Swing Gate- 6 to 12 Feet Wide	EA	5	$ 800.00	$ 4,000.00
Success: All values provided	#4-4	Furnish and Install 5-Foot-High Single Swing Gate- Additional Feet Wide	LF	50	$ 100.00	$ 5,000.00
Success: All values provided	#4-5	Furnish and Install 6-Foot High Single Swing Gate- 6 to 12 Feet Wide	EA	15	$ 1,000.00	$ 15,000.00
Success: All values provided	#4-6	Furnish and Install 6-Foot-High Single Swing Gate- Additional Feet Wide	LF	200	$ 100.00	$ 20,000.00
Success: All values provided	#4-7	Furnish and Install 8-Foot-High Single Swing Gate- 6 to 12 Foot Wide	EA	5	$ 1,300.00	$ 6,500.00
Success: All values provided	#4-8	Furnish and Install 8-Foot-High Single Swing Gate- Additional Foot Wide	LF	100	$ 100.00	$ 10,000.00
Success: All values provided	#4-9	Furnish and Install 10-Foot-High Single Swing Gate- 6 to 12 Foot Wide	EA	5	$ 1,500.00	$ 7,500.00
Success: All values provided	#4-10	Furnish and Install 10-Foot-High Single Swing Gate- Additional Foot	LF	25	$ 100.00	$ 2,500.00
Success: All values provided	#4-11	Furnish and Install 4-Foot-High Single Swing Gate- 6 to 12 Feet Wide- PVC Coated	EA	15	$ 900.00	$ 13,500.00
Success: All values provided	#4-12	Furnish and Install 4-Foot-High Single Swing Gate- Additional Feet	LF	200	$ 100.00	$ 20,000.00
Success: All values provided	#4-13	Furnish and Install 6-Foot-High Single Swing Gate- 6 to 12 Feet Wide- PVC Coated	EA	10	$ 1,000.00	$ 10,000.00
Success: All values provided	#4-14	Furnish and Install 6-Foot-High Single Swing Gate- Additional Feet Wide- PVC Coated	LF	100	$ 100.00	$ 10,000.00
Success: All values provided	#4-15	Furnish and Install 4-Foot-High Double Swing Gate- 6 to 12 Feet Wide	EA	5	$ 1,500.00	$ 7,500.00
Success: All values provided	#4-16	Furnish and Install 4-Foot-High Double Swing Gate- Additional Feet Wide	LF	50	$ 100.00	$ 5,000.00
Success: All values provided	#4-17	Furnish and Install 5-Foot-High Double Swing Gate- 6 to 12 Feet Wide	EA	2	$ 1,600.00	$ 3,200.00
Success: All values provided	#4-18	Furnish and Install 5-Foot-High Double Swing Gate- Additional Feet Wide	LF	20	$ 100.00	$ 2,000.00
Success: All values provided	#4-19	Furnish and Install 6-Foot-High Double Swing Gate- 6 to 12 Feet Wide	EA	5	$ 1,700.00	$ 8,500.00
Success: All values provided	#4-20	Furnish and Install 6-Foot-High Double Swing Gate- Additional Feet Wide	LF	100	$ 100.00	$ 10,000.00
Success: All values provided	#4-21	Furnish and Install 8-Foot-High Double Swing Gate- 6 to 12 Foot Wide	EA	2	$ 1,900.00	$ 3,800.00

Success: All values provided	#4-22	Furnish and Install 8-Foot-High Double Swing Gate- Additional Feet Wide	LF	25	$ 100.00	$ 2,500.00
Success: All values provided	#4-23	Furnish and Install 10-Foot-High Double Swing Gate- 6 to 12 Foot Wide	EA	2	$ 2,500.00	$ 5,000.00
Success: All values provided	#4-24	Furnish and Install 10-Foot-High Double Swing Gate- Additional Feet Wide	LF	10	$ 100.00	$ 1,000.00
Success: All values provided	#4-25	Furnish and Install 4-Foot-High Double Swing Gate- 6 to 12 Feet Wide- PVC Coated	EA	5	$ 1,600.00	$ 8,000.00
Success: All values provided	#4-26	Furnish and Install 4-Foot-High Double Swing Gate- Additional Feet Wide- PVC Coated	LF	100	$ 100.00	$ 10,000.00
Success: All values provided	#4-27	Furnish and Install 5-Foot-High Double Swing Gate- 6 to 12 Feet Foot Wide- PVC Coated	EA	5	$ 1,800.00	$ 9,000.00
Success: All values provided	#4-28	Furnish and Install 5-Foot-High Double Swing Gate- Additional Feet Wide- PVC Coated	LF	50	$ 100.00	$ 5,000.00
Success: All values provided	#4-29	Furnish and Install Six-foot (6') fabric height, twelve foot (12') widerolling Gate	EA	5	$ 1,200.00	$ 6,000.00
Success: All values provided	#4-30	Furnish and Install Six-foot (6') fabric height, sixteen (16') widerolling gate	EA	5	$ 1,600.00	$ 8,000.00
Success: All values provided	#4-31	Furnish and Install Six-foot (6') fabric height, twenty foot (20') wide rolling gate	EA	5	$ 1,900.00	$ 9,500.00
Success: All values provided	#4-32	Furnish and Install Six-foot (6') fabric height, twelve-foot (12') wide rolling gate - PVC Coated	EA	2	$ 1,200.00	$ 2,400.00
Success: All values provided	#4-33	Furnish and Install Six-foot (6') fabric height, sixteen-foot (16') wide rolling gate - PVC Coated	EA	2	$ 1,800.00	$ 3,600.00
Success: All values provided	#4-34	Furnish and Install Six-foot (6') fabric height, twenty-foot (20') wide rolling gate - PVC Coated	EA	2	$ 2,200.00	$ 4,400.00
Success: All values provided	#4-35	Furnish and Install Three-Strand Barbed Wire to Chain-link Fence Bracket	LF	1000	$ 7.00	$ 7,000.00
Success: All values provided	#4-36	Furnish and Install Forty-Five Degree (45°) and/or Vertical Barb Wire Support Bracket	EA	300	$ 20.00	$ 6,000.00
Success: All values provided	#4-37	Furnish and Install Black Six-Foot (6') Vinyl Privacy Slats	EA	50	$ 15.00	$ 750.00
Success: All values provided	#4-38	Furnish and Install Green Six-Foot (6') Vinyl Privacy Slats	EA	50	$ 15.00	$ 750.00
Basket Total						$ 269,900.00

UNSPECIFIED BID ITEMS

Success: All values provided	#5-1	Supervisor/ Foreman	HR	100	$ 125.00	$ 12,500.00

Success: All values provided	#5-2	**Skilled Labor**	HR	200	$ 60.00	$ 12,000.00
Success: All values provided	#5-3	**Un-Skilled Labor**	HR	400	$ 20.00	$ 8,000.00
Success: All values provided	#5-4	**Unspecified Materials**	NTE	1	$ 25,000.00	$ 25,000.00
Basket Total						**$ 57,500.00**

Percentage to be applied for Emergency

Success: All values provided	#6-1	**Percentage to be applied for Emergency**	Percentage	1	$ 0.10	$ 0.10
Basket Total						**$ 0.10**

Grand Total	**$ 669,400.10**

OFFEROR INFORMATION/CERTIFICATION FORM

This form MUST BE:

- **INCLUDED DOWNLOADED, COMPLETED AND UPLOADED INTO BONFIRE WITH OFFEROR'S SUBMISSION**
- **FULLY executed with original authorized signature and notarized signature**

1. "We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY THE PRESIDENT OF THE CORPORATION, OR A MEMBER OF A MEMBER-MANAGED LIMITED LIABILITY COMPANY, OR THE MANAGER OF A MANAGER-MANAGED LIMITED LIABILITY COMPANY; OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

OFFEROR MUST BE REGISTERED ON SUNBIZ (http://www.sunbiz.org/index.html), FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

2. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.: J and V Fence LLC DBA Big Jerry's Fencing of Tampa
   (This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)
3. Name/title of contact person for the Offeror: Vanessa Castro
4. Business and mailing address: 1005 S. Ashley Drive Ste# 600 Tampa, FL 33602 (If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)
5. Primary business and mailing address (if different): same
6. Telephone number: ( ) 813-864-4858 Fax: ( )

   Email Address: tampa@bigjerrysfencing.com.

The above-named Offeror affirms and declares:

A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.

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B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:

C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:

E. That the Offeror is in compliance with Section 448.095(2), Florida Statutes, requiring Contractor and its Subcontractors to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The Offeror also confirms that no public employer has terminated a contract with the Offeror for failure to comply with Section 448.095(2), Florida Statutes, within the 12 months preceding the date this Certification Form is signed by the Offeror.

F. That no officer or employee or person whose salary is payable in whole or in part from the County is, will be or become interested, directly, or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.

G. That the Offeror has received and carefully examined all Addenda issued prior to uploading its Response and its Response will be in accordance with all Addenda prior to Response Opening.

H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.

J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such

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business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A

X Local Business located in Pasco County

n/a Business located within Hillsborough, Pinellas, Polk, or Hernando County

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State/Federal Funds Involved: Y (Y if applicable, N if not applicable)

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

K. By signing this Certification, I represent that I am of lawful age and have the authority to bind the Offeror for contract purposes. **If someone other than the President of the corporation, or a member of a member-managed limited liability company, or the manager of a manager managed limited liability company, then one of the following must be submitted with this Certification:**

1. If Offeror is a corporation (includes incorporated or company, or abbreviations thereof, in its name), and if other than the President of the corporation is signing this Certification, then one of the following must be submitted with this Certification:

   a. a current corporate resolution naming the officer or person signing this Certificate as authorized to sign contracts on behalf of the company or,

   b. a copy of the Board of Directors' resolution or meeting minutes designating the officer or person signing this Certificate as authorized to sign contracts for the corporation, certified by the secretary of the corporation.

2. If Offeror is a limited liability company, then the following must be submitted with this Certification: a copy of the Operating Agreement of the limited liability company showing that that person signing this Certificate is authorized to sign contracts for the limited liability company.

L. Attached to this response is a copy of the Certificate of Status from the Florida Secretary of State, Division of Corporations, which can be downloaded from https://dos.myflorida.com/sunbiz/search/.

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M. Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

_____

_____

_____

(The remainder of this page intentionally left blank).

(SIGNATURES FOLLOW ON NEXT PAGE)

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IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

OFFEROR:

BY: Vanessa Castro
(Authorized Signature in Ink)

Vanessa Castro
(Printed name of Signatory)

owner
(Printed Title of Signatory)

6/11/25
(Signature Date)

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NOTARY ACKNOWLEDGMENT

STATE OF Florida)
) ss
COUNTY OF Pasco)

The foregoing instrument was acknowledged before me on June 11th, 2025, by means of:
[✓] **physical presence, or**
[ ] **online notarization**

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Vanessa Castro, who executed the foregoing instrument as [Title] owner of [Corporation or Company Name] J and V Fence LLC DBA Big Jerry's Fencing a:
[ ] **corporation, or**
[✓] **limited liability company**
organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____ _____, a [State] _____ partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact.

****

Said person is (check one below):
[ ] **Personally known to me, or**
[✓] **Has produced** FLDL **as identification.**

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

Elio E. Peña Sanchez
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

ELIO E. PENA SANCHEZ
Notary Public, State of Florida
Commission# HH 471938
My comm. expires Dec. 11, 2027

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PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of the company or by the individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

Vanessa Castro
Signature

Vanessa Castro
Printed Name

Owner
Title

J and V Fence LLC DBA Big Jemj's Fencing
Name of Company if applicable

6/11/25
Date

STATE OF FLORIDA

COUNTY OF Pasco

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☑ physical presence or ☐ online notarization, this 11th day of June (month) 2025 (year), by Vanessa Castro (name of person making statement).

(Signature of Notary Public - State of Florida)

Elio E. Pena Sanchez
(Print Commissioned Name of Notary Public)

ELIO E. PENA SANCHEZ
Notary Public, State of Florida
Commission# HH 471938
My comm. expires Dec. 11, 2027

☐ Personally Known OR ☑ Produced Identification

FLDL
Type of Identification Produced

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BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** UTOM25-0562 **DATE:** 8/19/2025

SUBJECT: Award of Bid No. IFB-CA-25-069 – J and V Fence LLC d/b/a Big Jerry's Fencing of Tampa – As Needed Furnishing, Installation, Repair and Replacement of Fencing Systems – $894,000.00

REFERENCES: IFB-CA-25-069

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Stewart Shook, Interim Utilities Operations and Maintenance Director

RECOMMENDED BOARD ACTION:

Approve the Award of solicitation no. IFB-CA-25-069 to the sole responsive and responsible bidder, J and V Fence LLC d/b/a Big Jerry's Fencing of Tampa (Big Jerry's Fencing), for as-needed furnishing, installation, repair and replacement of fencing systems, in the annual Not to Exceed (NTE) amount of $60,000.00 for Fiscal Year (FY) 2025; $278,000.00 for FY 2026; $278,000.00 for FY 2027; $278,000.00 for FY 2028, resulting in the cumulative NTE amount of $894,000.00 for the term of the contract beginning upon approval from the Pasco County Board of County Commissioners (BCC) and continuing until September 30, 2028. Delegate to the County Administrator the discretion, based on need, budget and prior performance, to approve each of the two one-year renewal options under the same terms and conditions as the solicitation in the NTE amount of $228,000.00 for FY 2029; and $228,000.00 for FY 2030, pending budget approval for a cumulative contract total amount of up to $1,350,000.00.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The Utilities Operations and Maintenance (O&M) Department is responsible for the maintenance, repair and security of all water, wastewater, and reclaim plant infrastructure, which requires ongoing and constant repairs, additions, and modifications to fencing systems across the county. This contract will allow the department to minimize the possibility of potential damage, risks, and threats to public infrastructure locations, including, but not limited to, wells, lift stations, wastewater treatment facilities, reclaim distribution sites, and water treatment facilities.

On May 6, 2025, at the request of the Utilities O&M Department, the Purchasing Department solicited an Invitation for Bid (IFB-CA-25-069) for as-needed furnishing, installation, repair and replacement of fencing systems. The specifications were prepared by the Utilities O&M Department. All provisions of the Purchasing Ordinance have been met.

On June 10, 2025, all bids were received and publicly opened. One hundred eighty-one vendors received automatic email notices. Thirty vendors downloaded the solicitation. Four responses were received.

The Utilities O&M Department, with concurrence from the Purchasing Department, requests the award of solicitation no. IFB-CA-25-069 to Big Jerry's Fencing, for a cumulative NTE amount of $894,000.00 for the contract period beginning on the date of

approval from the BCC and continuing until September 30, 2028, with two optional one-year renewals pending budget approval, for a cumulative contract total amount of up to $1,350,000.00.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $10,000.00 is budgeted and available for FY 2025 in the Water and Wastewater Unit Fund, Utilities O&M Department. Funding in the amount of $178,000.00 will be budgeted for FY 2026; $178,000.00 for FY 2027; and $178,000.00 for FY 2028, contingent upon approval from the BCC of the various budgets. Funding in the amount of $178,000.00 will be requested for FY 2029, and $178,000.00 for FY 2030, contingent upon annual renewals and approval from the BCC of the various budgets.

Funding in the amount of $50,000.00 is available for FY 2025 in the Solid Waste System Fund, Solid Waste Disposal-Landfill, Other Services. Funding in the amount of $50,000.00 for FY 2026; $50,000.00 for FY 2027; and $50,000.00 for FY 2028, contingent upon approval from the BCC of various budgets.

Funding in the amount of $50,000.00 will be budgeted for FY 2026 in the Transportation Trust Fund and Stormwater Management Fund, Public Works Department. Funding in the amount of $50,000.00 will be budgeted for FY 2027, and $50,000.00 for FY 2028, contingent upon approval from the BCC of various budgets. Funding in the amount of $50,000.00 will be requested for FY 2029, and $50,000.00 for FY 2030, contingent upon annual renewals and approval from the BCC of the various budgets.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. UTOM25-0562 Bid Package
2. UTOM25-0562 Solicitation Documents IFB-CA-25-069
3. UTOM25-0562 Bid Tabulation
4. UTOM25-0562 Document Takers List
5. UTOM25-0562 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

Detail by Entity Name

Florida Limited Liability Company
J AND V FENCE LLC

Filing Information

Document Number	L22000501282
FEI/EIN Number	88-4356503
Date Filed	11/28/2022
Effective Date	11/28/2022
State	FL
Status	ACTIVE

Principal Address

29916 Cedar Waxwing Drive
Wesley Chapel, FL 33545

Changed: 03/31/2026

Mailing Address

100 S ASHLEY DRIVE
SUITE 600
TAMPA, FL 33602

Changed: 04/24/2023

Registered Agent Name & Address

CASTRO, VANESSA
100 S ASHLEY DRIVE
SUITE 600
TAMPA, FL 33602

Address Changed: 04/24/2023

Authorized Person(s) Detail

Name & Address

Title Owner

PINALES, JUAN
100 S ASHLEY DRIVE
SUITE 600
TAMPA, FL 33602

Title Owner

Castro, Vanessa
100 S ASHLEY DRIVE
SUITE 600
TAMPA, FL 33602

Annual Reports

Report Year	Filed Date
2024	04/08/2024
2025	04/11/2025
2026	03/31/2026

Document Images

03/31/2026 -- ANNUAL REPORT	View image in PDF format
04/11/2025 -- ANNUAL REPORT	View image in PDF format
04/08/2024 -- ANNUAL REPORT	View image in PDF format
04/24/2023 -- ANNUAL REPORT	View image in PDF format
11/28/2022 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations



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Fictitious Name Search
Submit

No Filing History

Fictitious Name Detail

Fictitious Name

BIG JERRY'S FENCING OF TAMPA

Filing Information

Registration Number	G22000149155
Status	ACTIVE
Filed Date	12/05/2022
Expiration Date	12/31/2027
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	88-4356503

Mailing Address

100 S ASHLEY DRIVE
SUITE 200
TAMPA, FL 33602

Owner Information

J AND V FENCE LLC
100 S ASHLEY DRIVE SUITE 200
TAMPA, FL 33602
FEI/EIN Number: 88-4356503
Document Number: L22000501282

Document Images

12/05/2022 -- Fictitious Name Filing View image in PDF format

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Fictitious Name Search
Submit

No Filing History

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** SW26-0306 **DATE:** 6/16/2026

SUBJECT: Public Construction and Payment Bond with Surety Rider – Reworld Pasco, LLC f/k/a Reworld Pasco, Inc. f/k/a Covanta Pasco, Inc. – Pasco County Waste-to-Energy (WTE) Expansion – No Funding Required

REFERENCES: SW23-0430

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Kevin Pliska, Solid Waste Director

RECOMMENDED BOARD ACTION:
Approve and accept the certified copy of the recorded Public Construction and Payment Bond with Surety Rider, pursuant to the approved Design-Build Agreement entered into on September 5, 2023, between the County and Reworld Pasco, LLC f/k/a Reworld Pasco, Inc. f/k/a Covanta Pasco, Inc. for the Waste-to-Energy (WTE) Expansion and direct Board Records to distribute per the distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:
On September 5, 2023, the Board of County Commissioners approved the Design-Build Agreement with Reworld Pasco, LLC, f/k/a Reworld Pasco, Inc., f/k/a Covanta Pasco, Inc. for the WTE Expansion. Pursuant to the Design-Build Agreement, a Public Construction and Payment Bond is required to be obtained, recorded, and a certified copy of the recorded Public Construction and Payment Bond be provided to the County for the County's files prior to commencing construction and payment for construction services. The certified copy of the recorded Public Construction and Payment Bond was received on August 1, 2024.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain the Certified copy of the recorded Construction and Payment Bond with Surety Rider and file with the Design-Build Agreement approved on September 5, 2023.

ATTACHMENT(S):
1. SW26-0306 Performance and Payment Bond Forms K41915882 with Rider (Recorded Certified Copy)
2. SW26-0306 Risk Approval of Performance and Payment Bond K41915882
3. SW26-0306 Memorandum SW23-0430

cc: Carrie C. Roberts, Purchasing Director

INSTR# 2024135783 OR BK 11056 PG 293 Page 1 of 17
08/01/2024 08:37 AM Rcpt: 2728544 Rec: 146.00 DS: 0.00 IT: 0.00
Nikki Alvarez-Sowles, Esq., Pasco County Clerk & Comptroller

APPENDIX 5
Performance and Payment Bond Forms

Form of Performance Bond – Exhibit A ("Public Construction Bond")

Form of Payment Bond – Exhibit B ("Payment Bond Form")

BOND NO. K41915882

PART II

EXHIBIT A

PUBLIC CONSTRUCTION BOND

Name of Design-Builder: Reworld Pasco, Inc.

Principal Business Address: 14230 Hays Road, Spring Hill, FL 34610

Telephone: (727)856-2917

Facsimile: (_____)

Name of Surety: Federal Insurance Company

Principal Business Address: 600 Independence Parkway, Chesapeake, Virginia 23320

Telephone: (800)252-4670

Facsimile: (N/A)

Owner of Property Being Improved:

Pasco County Board of County Commissioners
Attn: Purchasing Department
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone No. (727) 847 - 8194

Contracting Public Entity (if different from Owner): (N/A)

Contract Number Assigned by Public Entity (BOCC No.): N/A

(Bid No.): XXXXXX

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

[ ] See Attachment ("Legal Description")

The existing Pasco County Solid Waste Resource Recovery Facility, located at 14230 Hays Road Spring Hill Florida, shall be expanding by adding a Unit #4 (The "Pasco Expansion" or "Expansion"). The Expansion will include one mass-burn thermal treatment unit, with capacity of 475 tons/day of waste. The Expansion will incorporate an independent process train with a combustion grate, boiler, air pollution control equipment, and a 15MW steam turbine generator.

BOND NO. K41915882

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We Reworld Pasco, Inc. f/k/a Covanta Pasco, Inc., as Principal and Federal Insurance Company, an Indiana corporation, as Surety, are bound to Pasco County Board of County Commissioners, herein called Owner, in the sum of TWO HUNDRED FORTY MILLION SIX HUNDRED THIRTY SEVEN THOUSAND FOUR HUNDRED TWENTY SIX 99/100—($240,637,426.99) DOLLARS, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated 9/5/2023, between Principal and Owner for construction of **Pasco County Waste-to-Energy Plant Expansion at 14230 Hays Road, Spring Hill, FL, 34610**, (hereinafter the "Contract"), the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents (including extension of time, alternatives or additions to the terms of the Contract or specifications referred to within), and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.

PROVIDED, HOWEVER, if modifications of the original contract amount cumulatively result in modifications of the contract amount in excess of fifteen percent (15%) of the original contract amount, the Surety's approval shall be required to bind the Surety under the Bond on that portion in excess of fifteen percent (15%) of the original contract amount.

THIS BOND IS DATED THIS 22nd day of July, 2024 (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:

Cecile Slamon
Witness

Cecile Slamon
Witness

Alan Bradley Howe

PRINCIPAL: Reworld Pasco, Inc.

BY: James R. Grizzetti (SEAL)
Authorized Signature (Principal)

JAMES R. GRIZZETTI
Printed Name

VP, Risk Mgmt.
Title of Person Signing Above

-OR-

Witness

Witness

BY: (SEAL)
As Attorney in Fact (Attach Power)

Printed Name

Business Address

( )
Business Telephone Number

NOTARY ACKNOWLEDGMENT

STATE OF New Jersey }
} ss
COUNTY OF Morris }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this 22nd day of July, 2024, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] James Grizzetti, who executed the foregoing instrument as [Title] VP, Risk Management of [Corporation or Company Name] Rewerld Pasco, Inc, a [check one] [X] corporation [ ] limited liability company, organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

Doreen Trabucco
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOVEMBER 9, 2026

Name typed, printed or stamped

Title or rank

Serial number (if any)

ATTEST:

SURETY: _____
Printed Name

Business Address

_____
Witness

BY: _____ (SEAL)
Authorized Signature

_____
Witness

Printed Name

-OR-

Federal Insurance Company

Liz Mosca
Witness – Liz Mosca

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

Jodie Sellers
Witness - Jodie Sellers

William T Krumm
Printed Name

FL license # P058448

License Number of Agent

COUNTERSIGNED (if applicable):

N/A
Signed

Arthur J. Gallagher Risk Management Services, LLC
Agency Name

Agent's License Number

2850 E Golf Road, Rolling Meadows, IL 60008
Agency Mailing Address

(630)773-3800
Agency Telephone Number

SURETY NOTARY ACKNOWLEDGMENT

STATE OF Illinois }
} ss
COUNTY OF Cook }

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization on this 22nd day of July, 2024, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

William T Krumm, who executed the foregoing instrument as Attorney-in-Fact of Federal Insurance Company, a [check one] [X] corporation [ ] limited liability company, organized under the laws of Indiana, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

DONNA IRIGOYEN
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
July 13, 2025

Donna Irigoyen
Notary Public 839636

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____

Name typed, printed or stamped

_____

Title or rank

_____

Serial number (if any)

BOND NO. K41915882

PART II

EXHIBIT B

PAYMENT BOND FORM

Name of Design-Builder: Reworld Pasco, Inc.

Principal Business Address: ***14230 Hays Road, Spring Hill, FL 34610***

Telephone: (727) 856-2917
Facsimile: ( )

Name of Surety: Federal Insurance Company

Principal Business Address: 600 Independence Parkway, Chesapeake, Virginia 23320

Telephone: (800)252-4670
Facsimile: (N/A)
Obligee of Property Being Improved:

Pasco County Board of County Commissioners
Attn: Purchasing Department
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone No. (727) 847 - 8194

Contracting Public Entity (if different from Owner): (N/A)

Contract Number Assigned by Public Entity (BOCC No.):

(Bid No.): XXX-XX-XX-XXX

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

[ ] See Attachment ("Legal Description")

The existing Pasco County Solid Waste Resource Recovery Facility, located at 14230 Hays Road Spring Hill Florida, shall be expanded by adding a Unit #4 (The "Pasco Expansion" or "Expansion"). The Expansion will include one mass-burn thermal treatment unit, with a capacity of 475 tons/day of waste. The Expansion will incorporate an independent process train with a combustion grate, boiler, air pollution control equipment, and a 15MW steam turbine generator

BOND NO. K41915882

PAYMENT BOND

I. KNOW ALL PERSONS BY THESE PRESENTS: That Reworld Pasco, Inc. f/k/a Covanta Pasco, Inc. , as Principal, whose address is 14230 Hays Road, Spring Hill, FL 34610 , and Federal Insurance Company , as Surety, whose address is 600 Independence Parkway, Chesapeake, Virginia 23320 are held and firmly bound unto the Board of County Commissioners, Pasco County, Florida, as Obligee in the sum of TWO HUNDRED FORTY MILLION SIX HUNDRED THIRTY SEVEN THOUSAND FOUR HUNDRED TWENTY SIX 99/100----($240,637,426.99)DOLLARS, for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, the Principal has entered into a contract with Obligee, dated the 5th day of September, 2023, for **Pasco County Waste-to-Energy Plant Expansion at 14230 Hays Road, Spring Hill, FL 34610,**; in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

III. A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to section 255.05, Florida Statutes.

THIS BOND IS DATED THIS 22nd day of July, 2024 (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:

Cecile Seamon
Witness

Cecile Slamon
Witness

Alan Bradley Howe

PRINCIPAL: Reworld Pasco, Inc.

BY: James R. Grizzetti (SEAL)
Authorized Signature (Principal)

James R. Grizzetti
Printed Name

VP, Risk Mgmt.
Title of Person Signing Above

-OR-

_____
Witness

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

_____
Witness

_____
Printed Name

_____
Business Address

( ) _____
Business Telephone Number

NOTARY ACKNOWLEDGMENT

STATE OF New Jersey }
} ss
COUNTY OF Morris }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this 22nd day of July, 2024 by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] James Grizetti who executed the foregoing instrument as [Title] VP, Risk Management of [Corporation or Company Name] Rewold Pasco, Inc., a [check one] [X] corporation [ ] limited liability company, organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

Doreen Trabucco
Name typed, printed or stamped
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOVEMBER 9, 2026

_____
Title or rank

_____
Serial number (if any)

ATTEST:

SURETY: _____
Printed Name

_____
Business Address

_____

_____
Witness

BY: _____ (SEAL)
Authorized Signature

_____
Witness

_____
Printed Name

-OR-

Federal Insurance Company

Liz Mosca
Witness Liz Mosca

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

Jodie Sellers
Witness Jodie Sellers

William T Krumm
Printed Name

FL License # P058448
License Number of Agent

COUNTERSIGNED (if applicable):

N/A
Signed

_____
Agency Name

_____
Agent's License Number

2850 E. Golf Road, Rolling Meadows, IL 60008
Agency Mailing Address

(630)773-3800
Agency Telephone Number

SURETY NOTARY ACKNOWLEDGMENT

STATE OF Illinois }
} ss
COUNTY OF Cook }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 22nd day of July, 2024, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

William T Krumm, who executed the foregoing instrument as Attorney-in-Fact of Federal Insurance Company , a [check one] [X] corporation [ ] limited liability company, organized under the laws of Indiana, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

DONNA IRIGOYEN
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
July 13, 2025

Donna Irigoyen
Notary Public # 839636

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Patrick Gallagher, Donna Irigoyen, William T. Krumm, Christina Laurendi, Jon A. Schroeder and Jodie Sellers of Rolling Meadows, Illinois ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **30th** day of **April, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **30th** day of **April, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

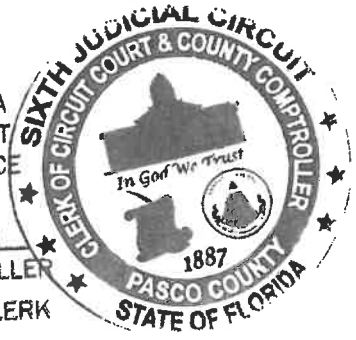
Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 22nd July 2024

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Combined: FED-VIG-PI-WFIC-AAIC (rev. 11-19)

STATE OF FLORIDA, COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE DOCUMENT
ON FILE OR OF PUBLIC RECORD IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL THIS
01 DAY OF AUGUST 2024
NIKKI ALVAREZ-SOWLES, CLERK & COMPTROLLER
BY Sarah Zayda DEPUTY CLERK



GENERAL SURETY RIDER

To be attached and form a part of

Bond No.	K41915882
For	Pasco County Waste-to-Energy Facility Expansion Project
Dated effective	07/22/2024 (MONTH, DAY, YEAR)
Executed by	Reworld Pasco,Inc, as Principal, (PRINCIPAL)
And by	Federal Insurance Company, as Surety, (SURETY)
And in favor of	Pasco County Board of County Commissioners (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Principal Name	Reworld Pasco,Inc	Reworld Pasco, LLC

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective **12/02/2024**
(MONTH, DAY, YEAR)

Signed and Sealed **02/10/2026**
(MONTH, DAY, YEAR)

Reworld Pasco, LLC
PRINCIPAL

BY _____ Assistant Secretary **TITLE**

Federal Insurance Company
SURETY

BY _____
William T. Krumm, ATTORNEY-IN-FACT

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **William T. Krumm**

Surety Bond No. K41915882

Obligee: Pasco County Board of County Commissioners

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **25th** day of **June, 2025.**

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **25th** day of **June, 2025** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Stacy J Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50175208
COMMISSION EXPIRES OCT 15, 2026

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 10, 2026.

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

From:	Kimberly J. Altrui
To:	Kimberly J. Altrui
Subject:	RE: PASCX - Bond
Date:	Thursday, February 26, 2026 1:41:20 PM
Attachments:	image002.png

From: Frank J. Stancanelli <fstancanelli@pascocountyfl.net>
Sent: Tuesday, July 30, 2024 4:16 PM
To: Christopher S. Wert <cwert@pascocountyfl.net>
Subject: FW: PASCX - Bond

Good afternoon,

Regarding Bonds #K41915882 for Reworld Pasco, Inc , the Bonds are approved.

A review of the insurer policies shows that the insurer ratings and standings meet the minimum insurance requirements.

Federal Insurance Co (formerly Chubb) (IN & NJ), NAIC 20281, A++ rated, FSC XV, Licensed in FL

Have a great night.

Frank Stancanelli
Risk Management Coordinator
Pasco County BOCC
P: (727) 847-8028 x8814
F: (727) 847-8992

7536 State St., Suite 111
New Port Richey, Florida 34654
Fstancanelli@pascocountyfl.net
www.pascocountyfl.net

"Serving Our Community to Create a Better Future"

From: Alex S. Davis <asdavis@pascocountyfl.net>
Sent: Tuesday, July 30, 2024 4:15 PM
To: Christopher S. Wert <cwert@pascocountyfl.net>; Frank J. Stancanelli <fstancanelli@pascocountyfl.net>
Subject: FW: PASCX - Bond

Bonds K41915882 are approved.

Alexander S. Davis
Risk Manager
Pasco County BOCC
P 727-847-8028 ext. 8371
7536 State Street, Suite 111
New Port Richey, FL 34654
asdavis@pascocountyfl.net
www.pascocountyfl.net

"Serving our community to create a better future."

From: Frank J. Stancanelli <fstancanelli@pascocountyfl.net>
Sent: Tuesday, July 30, 2024 3:51 PM
To: Alex S. Davis <asdavis@pascocountyfl.net>
Subject: FW: PASCX - Bond

Regarding Bonds #K41915882 for Reworld Pasco, Inc , the Bond appears to be ok.

A review of the insurer policies shows that the insurer ratings and standings meet the minimum insurance requirements.

Federal Insurance Co (formerly Chubb) (IN & NJ), NAIC 20281, A++ rated, FSC XV, Licensed in FL

Frank Stancanelli
Risk Management Coordinator
Pasco County BOCC
P: (727) 847-8028 x8814
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7536 State St., Suite 111
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Fstancanelli@pascocountyfl.net
www.pascocountyfl.net

"Serving Our Community to Create a Better Future"

"Serving our community to create a better future."

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** SW23-0430 **DATE:** 9/5/2023

SUBJECT: Approval of Waste to Energy (WTE) Design-Build Agreement, Contingent Payments Agreement, and Service Agreement for WTE Expansion and Continued Facility Operation – Covanta Pasco, Inc. – $260,000,000.00 Design-Build Agreement and $290,000,000.00 Service Agreement

REFERENCES: UTSW20-0373, UTSW22-0050

AGENDA SECTION: Regular Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Justin Roessler, Solid Waste Director

RECOMMENDED BOARD ACTION:

Approve the Fourth Amended and Restated Service Agreement (Service Agreement), the Design-Build Agreement (DBA) for WTE Facility Expansion, and the Contingent Payments Agreement between Covanta Pasco, Inc. (Covanta) and Pasco County. The Not to Exceed (NTE) price for the DBA is $260 Million (M), inclusive of $9.85M for allowance work. The anticipated direct costs (not inclusive of pass-through costs for consumables such as chemicals) to be incurred over the 10 year term of the service agreement, are estimated to be $290M. The Contingent Payments Agreement may provide tax credits to the County. Authorize the Chairman to execute three originals of each Agreement, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

In 1988, the Board of County Commissioners (BCC) entered into an agreement with Covanta to design, build, and operate the Pasco County WTE facility. On March 28, 1989, the BCC approved an Amended and Restated Service Agreement with Covanta to operate and maintain the WTE facility for a 20-year period. This agreement has been extended twice since that time, most recently on December 5, 2013, and is currently set to expire on December 31, 2024.

On April 2, 2019, the Solid Waste and Resource Recovery Department (Department) presented the BCC its solid waste master plan, outlining the long-term waste management strategy for the County. The key component of this plan is expanding the capacity of the WTE Facility to allow for processing of all garbage within the County into renewable energy, thereby reducing the volume of waste landfilled. On February 18, 2020, the BCC authorized staff to begin negotiations with Covanta on a 10-year service agreement (2025 through 2034) and the DBA for the WTE expansion.

On December 7, 2021, the BCC awarded Covanta a Stage 1 Design and Pre-Procurement Services contract to develop the expansion up to a 30% design level of effort and to secure more firm commitments from large equipment suppliers. On August 16, 2022, the Inflation Reduction Act (IRA) was signed into law. The IRA provides certain financial incentives and tax credits for renewable energy projects, under which the DBA qualifies, provided certain labor and domestic materials requirements are met.

Consistent with directions from the BCC, the Department has reached an agreement with Covanta for the WTE DBA and Service Agreements and is presenting them for execution. In addition, a Contingent Payments Agreement has been developed which outlines the steps the parties will take in pursuing funding under the IRA and the cost and labor structure associated with that process. A high-level summary of the critical components of the agreements is provided in the bullets below:

Design Build Agreement

- A NTE of $260M for the WTE expansion. The NTE price is inclusive of a $30M project contingency fund used for cost escalation due to the dynamic construction and supply chain marketplace and additional possible cost increases. In the event the contingency fund is not depleted during the project the remaining funds will be split between the parties.
- A 36-month project timeline; the table below outlines the project schedule:

Project Phase	**Start**	**Finish**
Design and Off-Site Fabrication	Summer 2023	Fall 2024
Construction	Summer 2024	Summer 2026
First Fire and Commissioning	Summer 2026	Summer 2026
Commercial Operation	Summer 2026	September 2026

- Liquidated damages of up to $29,500.00 dollars per day of delay in the event that Covanta fails to reach full commercial operation prior to the 36-month contract end date.
- A funds drawdown schedule outlining the County's maximum monthly obligation with respect to payments for WTE expansion construction. This will allow the enterprise fund to effectively manage its cash reserves and appropriately plan its borrowing schedule.
- WTE expansion performance guarantees garbage throughput, electrical generation, and environmental permit compliance. In the event these guarantees are not met, there are significant financial penalties for Covanta up to and including repayment of all project funds.
- The DBA includes an allowance that can be authorized by the Assistant County Administrator for County authorized changes to the scope of work.

Inflation Reduction Act (IRA)

- The Contingent Payments Agreement requires Covanta's initial funding of costs associated with qualification for the Investment Tax Credit (ITC) under the IRA.

This will include an insurance product to provide reimbursement in the event that the funds associated with the ITC are not captured or not paid in the maximum amount.

- The parties will split the ITC following reimbursement to Covanta of the expenses associated with qualification.
- The County's net award is anticipated to be on the order of approximately $20M following completion of the project and federal approval of the associated tax return in 2027.

Fourth Amended and Restated Service Agreement

- A 10-year service agreement extension, starting on January 1, 2025, and continuing through December 31, 2034.
- An extension of the current cost per ton pricing structure for the existing WTE facility prior to expansion operation. Once the expansion commences operation, Covanta's fee will be reduced by 6.6%. The cost structure is presented in the table below. It is in 2023 dollars, and will escalate annually consistent with the cost escalation indices contained in the agreement. The per ton costs do not consider revenues received by the County from the sale of power and recycled materials generated during the WTE process.
- Covanta will receive a $9.75 MW/hr payment for the generation of electricity from the WTE facility starting in 2025. This is materially lower than the $26 MW/hr the County is obligated to pay in FY 2024 under its current agreement.

Facility Size		**Cost Per Ton**
Existing Plant	1 to 326,000 tons - $53.82	326,001 tons and above - $36.70
Expanded Plant	1 to 448,001 tons - $50.50	448,002 tons and above - $33.38

Costs associated with the project fall within the budgeted range of the Department's 7 dollars for 7 years non-ad valorem assessment rate adjustment plan. The 7 for 7 plan was developed in 2019 prior to Covid-19 and the nationwide economic and inflationary impacts associated with the recovery. It is expected that following the 7 for 7 plan the non-ad valorem rates will need to be adjusted periodically to remain consistent with inflation. The Department does expect to secure debt financing on the order of $90M to $100M in late 2025 to fund a portion of the construction costs.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $19,000,000.00 is budgeted and available for FY 2023, $62,000,000.00 in FY 2024; $106,000,000.00 in FY 2025; $73,000,000.00 in FY 2026; in the Solid Waste Capital Fund, Solid Waste Capital, Project #20132 subject to approval from the BCC of future year budgets. There is a drawdown schedule attached to the contract that provides a maximum spend per fiscal year. At this time, Solid Waste is requesting permission to allow leftover funds to roll to subsequent periods and years

(in the Not-to-Exceed amount of $260,000,000.00 to be encumbered as needed). Therefore, the amounts described above, including remaining amounts to be financed with debt, per Reimbursement Resolution No. 23-084 will serve as identification of funding sources for this project.

Funding in the amount of $290,000,000.00 for the service agreement component described above, and which is subject to future commodity price indexing, will be identified and requested beginning with the FY 2025 budget process and will continue through the duration of the agreement in the Solid Waste System Fund, Solid Waste/Resource Recovery Department, and other various accounts within the Public Infrastructure Branch. These amounts will be subject to board approval of the various budgets.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain One Original
2. Electronically to:
    a. Scott Holkeboer, Vice President, Covanta, Inc., at sholkeboer@covanta.com
    b. Justin Roessler, Solid Waste Director, at jroessler@pascocountyfl.net
    c. Joseph Richards, Pasco County Attorney's Office, at jrichards@pascocountyfl.net
3. Mail One Original to:
    Scott Holkeboer, Vice President
    Covanta, Inc.
    3001 110th Avenue N
    St. Petersburg, FL 33716
    Telephone: (616)481-8246
4. Provide One Original to the Solid Waste Department

ATTACHMENT(S):

1. SW23-0430 Design-Build Agreement (Three Originals)
2. SW23-0430 Contingent Payment Agreement (Three Originals)
3. SW23-0430 Fourth Amended and Restated Service Agreement (Three Originals)

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

September 8, 2023

Scott Holkeboer, Vice President
Covanta, Inc.
3001 110th Avenue N
St. Petersburg, FL 33716

RE: R44 SW23-0430
WTE Expansion and Continued Facility Operation

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of September 5, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Meaghan Legnini
Records Clerk II, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

DATE: **September 08, 2023**

TO: Justin Roessler
Solid Waste Department

FROM: Meaghan Legnini
Board Records

MEETING DATE: September 05, 2023

BOARD ACTION: Approved

SUBJECT: R44 SW23-0430 - Covanta Pasco, Inc.

Enclosed are copies of documents regarding the above mentioned agenda item for your files.

If you have any questions, please contact me at extension 4550.

/ML

Enclosure

P.O. Box 338
New Port Richey, FL 34656-0338

(727) 847-8199
www.pascoclerk.com

38053 Live Oak Ave
Dade City, FL 33523-3805

Legnini, Meghan

From: Legnini, Meaghan
Sent: Friday, September 8, 2023 9:23 AM
To: 'sholkeboer@covanta.com'; 'Justin G. Roessler'; 'jrichards@pascocountyfl.net'
Cc: Schmidt, Donalee; Egbert, Shannon
Subject: (Email 1 of 8) BCC 09-05-2023 - R44 SW23-0430 - WTE Expansion and Continued Facility Operation
Attachments: BCC 09-05-2023 - R44 SW23-0430 - Contingent Payment Agreement.pdf

Good morning,

At the Pasco County Board of County Commissioners meeting of September 5, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on “Transparency”, click on “Agendas & Minutes”, select the meeting date from the list, click on “Agenda”, click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,
Meaghan Legnini
Records Clerk II, Board Records Division
Deputy Clerk

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, FL 33525
(352) 521- 4550
mlegnini@pascoclerk.com
www.pascoclerk.com
#ServeAndConnect

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** TED26-0028 **DATE:** 6/16/2026

SUBJECT: Task Order No. TED26-0028 – WSP USA Inc. – Design and Post Design Services for Zimmerman Road Sidewalk from Ranch Road to State Road 52 – $184,975.67

REFERENCES: RSQ-KM-23-060, PMM24-010, PU23-0036

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Panos Kontses, P.E., CPM, Interim Transportation Engineering Director

RECOMMENDED BOARD ACTION:

Approve Task Order No. TED26-0028 for WSP USA Inc. (WSP) to provide project management support for design and post design services for a 6-foot-wide sidewalk along the east side of Zimmerman Road (from Ranch Road to State Road 52) in the Not to Exceed (NTE) amount of $184,975.67 for Fiscal Year (FY) 2026. Authorize the Chairman to execute the one original of the Task Order provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On July 11, 2023, the Board of County Commissioners (BCC) approved the shortlist for miscellaneous professional engineering services for Solicitation No. RSQ-KM-23-060, and delegated authority to the County Administrator to approve professional services agreements with fifteen shortlisted consultants, including WSP, to provide services to the Transportation Engineering Department (TED) related to planning, design, construction, installation, operation, and administration of Transportation Capital Improvement Projects (PU23-0036).

On December 20, 2023, the County Administrator signed the Professional Services Agreement with WSP, effective October 1, 2023 (IOM No. PMM24-010). The agreement is still in effect and work is assigned on a task-order basis.

This Task Order authorizes WSP to provide design and post design services for a 6-foot-wide sidewalk along the east side of Zimmerman Road (from Ranch Road to State Road 52), a length of approximately 1.0 mile, and for a mid-block crossing with Rectangular Rapid Flashing Beacons on Zimmerman Road south of Foxbloom Drive.

The proposed sidewalk will enhance pedestrian safety and accessibility for local residents and students attending Gulf Highlands Elementary School. Construction will be procured under a separate award. Funding for construction will be provided through the Florida Department of Transportation's Local Agency Program and the Safe Routes to School initiative.

The design services for this Task Order shall be completed within two hundred and forty (240) calendar days following the issuance of the initial Notice to Proceed. The post design services shall be completed within sixty (60) days of the date that final completion is achieved on the construction portion of the project.

The Project Management Division of TED, with concurrence from the Purchasing Department, requests approval of Task Order No. TED26-0028 with WSP in the NTE amount of $184,975.67 for FY 2026.

Project Phase	Schedule Start	Schedule Finish	Budget FY	Budget Amount
Design and Post-Design Services	June 2026	June 2028	2026	$184,975.67
Construction*	July 2027	April 2028	2028	$1,809,655.35
Construction and Engineering Inspection (CEI) Services*	July 2027	April 2028	2028	$125,000.00
			Total:	$2,119,631.02

*The costs of Construction and CEI Services are estimates and subject to change based on final design.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $184,975.67 is budgeted and available for FY 2026 in the Penny Transportation Infrastructure Fund, Transportation Engineering Department, Project Number 25027.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original
2. Electronically to: Bryan Anderson, P.E., WSP USA Inc., at Bryan.Anderson@wsp.com

ATTACHMENT(S):
1. TED26-0028 Task Order No. TED26-0028 with Exhibits (One Original)
2. TED26-0028 Secretary's Certificate - WSP USA Inc.
3. TED26-0028 Memorandum PU23-0036
4. TED26-0028 Professional Services Agreement Package (PMM24-010)

5. TED26-0028 Division of Corporations - Sunbiz
6. TED26-0028 Location Map

cc: Carrie C. Roberts, Purchasing Director.

PASCO COUNTY, FLORIDA

TASK ORDER NO. TED26-0028

ZIMMERMAN ROAD SIDEWALK (RANCH ROAD TO STATE ROAD 52)

This Task Order No. TED26-0028 between Pasco County, Florida, by and through its Board of County Commissioners ("County"), and WSP USA Inc. (Consultant), is executed pursuant to the Professional Services Agreement for solicitation no. RSQ-KM-23-060, effective as of October 1, 2023 ("Agreement"), which is incorporated herein by reference.

1. **SCOPE OF SERVICES**

The Scope of Services to be rendered by the Consultant is described within Exhibit "A" of this Task Order, which is attached hereto and made part hereof as if fully set forth herein.

2. **TERM**

The term of this Task Order shall begin on the date the Task Order is signed by the County, and shall continue as set forth within Exhibit "A" of this Task Order. Any separate written Notice to Proceed issued pursuant to this Task Order shall become part of it.

3. **COMPENSATION AND METHOD OF PAYMENT**

The Consultant will be paid for these services in accordance with Exhibit "B" of this Task Order, the Fee Summary, which is attached hereto and made part hereof as if fully set forth herein. The maximum compensation amount under this Task Order is one hundred eighty-four thousand nine hundred seventy-five and 67/100 dollars ($184,975.67).

4. **CONFLICT**

To the extent there is a conflict between the terms of the Agreement and this Task Order, the terms of the Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Task Order No. TED26-0028, effective the last date listed below.

(Seal

Attest:

Nikki Alvarez-Sowles, Esq.
County Clerk and Comptroller

County:

Board of County Commissioners
Pasco County, Florida

Jack Mariano, Chairman

Date

WSP USA Inc

Signature

Todd E. Laine
Print or Type Name

SVP - Transp Local Business Line Leade
Title

5/7/2026
Date

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} **ss**
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me on May 7, 2026, by means of:
[X] **physical presence** or
[ ] **online notarization**
by *[as applicable, complete one (1) of the four (4) choices below]*:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] Todd E. Laine, who executed the foregoing instrument as [Title] Transportation Local Business Leader of [Corporation or Company Name] WSP USA Inc., a:
[X] **corporation** or
[ ] **limited liability company**
organized under the laws of [State] New York,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name] _____, Partner (or Agent), on behalf of
[Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] _____, as attorney in fact for
_____.

****

Said person is (check one below):
[X] **Personally known to me**, or
[ ] **Has produced** _____ **as identification,**
on behalf of _____.
[*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]

Signature of person taking acknowledgment

Sydney Bryant
Print Notary's Name
(This must be provided per § 117.05, F.S.

[Notary Stamp or Seal]

SYDNEY BRYANT
Notary Public
State of Florida
Comm# HH687063
Expires 6/12/2029

EXHIBIT "A"

SCOPE OF SERVICES
FOR
DESIGN AND POST DESIGN SERVICES

ZIMMERMAN ROAD SIDEWALK
(RANCH ROAD TO S.R. 52)

TASK ORDER NO. TED26-0028

WORK ORDER NO. 025027

JUNE 2026

Pasco County Transportation Engineering Department
Project Management Division
5418 Sunset Rd.
New Port Richey, Florida 34652

I. PROJECT DESCRIPTION

The purpose of this exhibit is to describe the Task Order scope of services and the responsibilities of the Consultant and the County in connection with the preparation of Construction Plans, Design Documentation, Technical Special Provisions and Technical Specifications, the list of items and quantities to be bid (collectively, "Solicitation Documents"), and post design services for a 6-foot wide sidewalk along the east side of Zimmerman Road from Ranch Road to SR 52; a length of approximately 1.0 mile.

The work includes, but is not limited to, designing sidewalks, curb ramps, side street and driveway adjustments, and all associated signing and pavement markings. Other work activities include review of existing drainage patterns and facilities for compatibility with the project, permitting, and utility coordination services.

II. GENERAL REQUIREMENTS

The services performed by the Consultant shall comply with all applicable County and FDOT manuals and guidelines, Florida Statutes, Federal regulations, and all applicable local, state, and federal law. The current edition, including updates, of the following manuals and guidelines shall be used in the performance of this work. The governing regulations and laws include but are not limited to:

- The Americans with Disabilities Act (ADA)
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (2023 Florida Greenbook)
- FDOT Standard Plans for Road Construction
- FDOT Standard Specifications for Road and Bridge Construction
- FHWA Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- AASHTO Highway Safety Manual
- FDOT Flexible Pavement Design Manual
- FDOT CADD Manual
- FDOT Basis of Estimates Manual
- U.S. Access Board's Public Right-of-Way Accessibility Guidelines

The Consultant shall produce all plans consistent with the following:

- English units of measurement
- Plan and profile sheets at a scale of 1" = 40'
- 11"x17" sheet size

III. SCOPE OF WORK

Task 1: Project Management & Quality Control

1.1 General Tasks

The Consultant shall be responsible for managing the work of its personnel and the work of its subconsultants. The Consultant will also be responsible for communicating with third parties, documenting such communications, and maintaining proper project files for delivery to the County at the completion of the work.

The Consultant, including their subconsultant(s), are responsible for their work, including plan reviews. The Consultant's plan reviews must ensure the plans follow state and federal design criteria, with the County concept, and that the Consultant's submittals are complete. All subconsultant submittals shall be directly provided to the Consultant for their independent Quality Assurance/Quality Control ("QC") review and subsequently submitted to the County.

It is the Consultant's responsibility to independently and continually QC their plans and other deliverables. The Consultant should regularly communicate with the County's Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise. The Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all surveys, designs, drawings, specifications, and other services furnished by the Consultant and their subconsultant(s) under this Task Order.

The Consultant shall also be responsible for invoicing, attaching progress reports, and updating the project schedule, as necessary.

1.2 Project Meetings

The Consultant shall participate in one (1) project kickoff meeting with the County and conduct informal telephone meetings on an as-needed basis.

The Consultant shall attend three (3) progress meetings with the County, including one (1) progress meeting following the County's review of the 30% submittal (Conceptual Layout); one (1) site review meeting, in the field, with the County after the Consultant has reviewed the County's 60% submittal comments; and one (1) progress meeting following the County's review of the 100% submittal.

<u>Utility Coordination Meetings</u>

The Consultant shall organize and attend a utility coordination meeting held within eighteen days of the 60% & a utility coordination meeting held within eighteen days of the 100% design

review submittals. Representation at the meeting should consist of all Utility Agency Owners (UAOs), the Consultant and the County's Project Manager. The Consultant shall moderate the meeting and discuss the design with particular emphasis on drainage and maintenance of traffic. Additional discussion shall address special construction activities, project scheduling, and agreement options available. Based on commitments made at the utility meetings, the Consultant shall prepare and distribute detailed minutes and recommended course of action in the relocation of each utility in conflict with the Project.

Roadway Field Reviews

In addition to the field review meeting associated with the 60% submittal progress meeting, the Consultant shall conduct one (1) site review prior to the 60% plans submittal and one (1) additional site review after the 60% plan submittal and prior to 100% plans submittal.

The Consultant shall conduct two (2) drainage field reviews; one wet and one dry field review regarding drainage.

Task 2: 30% Design Stage

2.1 Topographic Survey

The County will provide the topographic survey. The Consultant shall review the topographic survey and, if necessary, request any additional survey from the County's Survey & Mapping/Geomatics Division (SAM/G).

2.2 Sidewalk Design

Horizontal/Vertical Master Design Files

The Consultant shall setup the horizontal/vertical master design file and maintain the design file throughout the life of the design.

The Consultant shall design geometrics with proper consideration to the adjacent land uses, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, and this scope of services.

The horizontal alignment or plan portion shall include the entire mainline baseline and/or centerline of construction, back of sidewalk profile, with the proposed sidewalk, proposed gravity wall, existing topography, existing and proposed right-of-way limits; begin and end transitions, begin and end project limits, and geometric parameters.

The Consultant shall develop a preliminary typical section including but not limited to right of way line, existing roadway, proposed sidewalk location, clear zone and any other pertinent information.

Design Documentation / Design Variations

The Consultant shall submit a request for a variance for design criteria not meeting the minimum requirements of the 2023 Florida Greenbook. The Consultant shall submit all required Design Variations in a short memo format (one page or less) for the County's approval.

Anticipated Design Variations: Lateral Offset.

Design variation to be provided with 60% submittal.

Cross Section Design Files

The Consultant shall establish and develop cross-sections every 50 feet, and at all driveways and side streets.

2.3 Drainage Design

The Consultant's drainage design shall maintain historical drainage patterns, outfall locations, and modify existing structures as practical. The proposed construction should require minimal drainage modifications, utilizing existing facilities where possible, avoid wetland impacts and maintain existing drainage/floodplain storage volumes; be cost-effective; not create flooding problems upstream or downstream; provide for the safety of roadway users; and be consistent with work in the vicinity by other municipalities, regulatory agencies and private developments. The Consultant shall be responsible for determining and coordinating with other projects or work in the area.

The Consultant shall gather all existing data, as-built information, and perform a preliminary drainage analysis.

The Consultant shall establish preliminary cross-sections capturing drainage ditches and structures.

2.4 30% Plan Set

The Consultant shall prepare and submit 30% plans to the County consistent with Table 1 (see Page A-12).

2.5 Permitting

Project Research

The Consultant shall identify, obtain, and review existing environmental permits, previously prepared reports, and details regarding easements within the corridor.

The Consultant shall schedule a Pre-Application meeting with applicable permitting agencies and the County to identify specific permitting requirements for the project. The Consultant shall provide meeting minutes for review and approval by the County.

2.6 Utility Coordination

Identifying Existing Utility Agency Owners (UAO(s))

The Consultant shall identify the existing utilities in the corridor; check with Sunshine 811 and the topographic survey.

The Consultant shall contact all UAO(s) identified above with an email notification of the proposed project and include 30% plans.

Task 3: 60% Design Stage

3.1 Sidewalk Design

Horizontal/Vertical Master Design Files

The Consultant shall complete the horizontal alignment and vertical profile for back of sidewalk and gravity wall(s).

The Consultant shall complete the typical sections and associated details.

Design Documentation / Design Variations

The Consultant must have approval from the County and, if applicable, FDOT for any requested Design Variations.

Cross Section Design Files

The Consultant shall continue developing the cross-sections design file.

3.2 Drainage Design

The Consultant shall establish a drainage design and make modifications to the existing drainage system, as necessary, to accommodate the proposed design while offsetting any impacts to ensure drainage volumes and flows are not adversely affected. The Consultant shall improve conveyance of runoff to historical outfall(s) at the Zimmerman Road / Ranch Road intersection through use of roadway pavement design The Consultant shall prepare a preliminary drainage report.

3.3 Consultant's Engineer's Cost Estimate and Bid Forms

The Consultant shall prepare a draft engineer's cost estimate for the construction of the project utilizing FDOT historical item average cost reports for Market Area 07 (includes Pasco County).

The Consultant shall prepare and submit draft bid forms with quantities for all items that comprise the project design using the bid sheet template provided by the County.

3.4 Subsurface Utility Engineering (SUE) Survey Services

The Consultant shall collect, analyze, and process all field data needed for **Quality Level B Designation** - two-dimensional survey location of existing utilities including non-destructive excavation to determine the size, type, and location of existing utilities for final three-dimensional verification. The Consultant shall review Level B designation survey to determine potential conflicts with proposed design and provide a **Quality Level A Designation** (SUE holes) at locations the Consultant identifies to be in potential conflict.

3.5 Signing and Pavement Marking Design

The Consultant shall prepare signing and pavement marking content to include on the sidewalk plan sheets, including any traffic control devices.

The Consultant shall design one (1) Rapid Rectangular Flashing Beacon (RRFB) crossing at the intersection of Zimmerman Road and Foxbloom Drive.

3.6 60% Plan Set

The Consultant shall prepare and submit 60% plans to the County, consistent with Table 1 (see Page A-12).

The Consultant, designated as a representative by the County for the purpose of comment responses in FDOT's Electronic Review Comment (ERC) system, will be responsible for comment responses in FDOT's ERC system.

3.7 Permitting

The Consultant shall delineate all Wetlands and Other Surface Waters if applicable. The Consultant shall acquire all state and federal permits required for the proposed project.

Species Surveys

The Florida Fish and Wildlife Conservation Commission (FWC) administers and maintains the state list of animals designated as endangered, threatened, or species of special concern and the Florida Administrative Code (F.A.C.) Rule 5B-40 contains the official list of protected plants (Florida Regulated Plant Index). The Consultant shall determine whether there are any listed plant and/or wildlife species within the limits of the project. A confirmation from the Consultant that a listed plant and/or wildlife species is present within the project limits will require the Consultant to initiate a Change Order to address this issue.

Agency Verification of Wetland Data

The Consultant shall be responsible for verification of wetland and other surface water data identified within the project limits, coordinating regulatory agency field reviews, and finalizing assessments and jurisdictional determinations with the applicable agencies.

Environmental Permit Applications

Per Rule 62-330.051(10), F.A.C., all work related to this project is exempt from permitting with SWFWMD.

The Consultant shall prepare a SWFWMD Request for Verification of an Exemption application. The Consultant shall prepare all forms, narratives, calculations, exhibits, permit drawings, etc., necessary for the application submittal.

The Consultant shall submit the completed draft application to the County for review and signature. After receiving and incorporating comments from the 60% design plans review, the Consultant shall submit the completed signed application to SWFWMD. Additionally, the Consultant shall prepare and publish a Notice of Agency Action form according to the Publishing Guidelines outlined on SWFWMD's website:

(https://www.swfwmd.state.fl.us/business/epermitting/third-party-noticing).

The Consultant shall prepare responses to all agency requests for additional information (RAI), including completion of design revisions that may be required to secure the required permits, and provide draft response packages to County.

The Consultant shall acquire all state and federal permits required for the proposed project.

3.8 Utility Coordination

The Consultant shall secure draft agreements, draft utility work schedules, and plans from the UAO(s).

Utility Adjustment Plans

The 60% design review submittal shall include all existing utilities drawn on the sidewalk plans, cross section and drainage structure sheets. The Consultant is to identify all potential conflicts based on the information provided by the utility agencies and companies and horizontal and vertical field investigations.

The Consultant shall provide the UAOs with the project plans, and/or electronic files at the 60% design phase, as drafted by the Consultant. At the completion of the 60% design stage, the Consultant shall instruct the UAOs to return a set of plans to the Consultant showing their utility relocation adjustment and new facilities designs, and existing utilities to remain. The County's utility coordination responsibilities throughout the design process is to assist the Consultant with resolving utility conflicts.

3.9 Technical Special Provisions and Technical Specifications

The Consultant shall assist the County in preparing a complete draft of solicitation documents. The Consultant shall provide a draft of all applicable Technical Special Provisions and review required County and FDOT technical specifications for all items and areas of work.

The Consultant will prepare and submit a draft set of the FDOT LAP Specifications utilizing FDOT Specs on the Web.

3.10 Temporary Traffic Control Plan (TTCP) and Notes

The Consultant shall prepare a project specific Level I Temporary Traffic Control Plan (TTCP) in accordance with applicable Florida Department of Transportation (FDOT) standards. The TTCP shall include, at a minimum:

- A typical section appropriate for the project scope and roadway conditions;
- Project-specific FDOT Standard Plans, 102 Series, tailored to the anticipated traffic control needs;
- Supporting notes and annotations necessary to convey intent, ensure compliance, facilitate implementation and pertinent details.

Task 4: 100% Design Stage

4.1 Sidewalk Design

Horizontal/Vertical Master Design Files

The Consultant shall make final adjustments to the horizontal alignment and vertical profile for back of sidewalk and gravity wall(s).

Cross Section Design Files

The Consultant shall complete the cross-sections design file.

The Consultant shall complete the half sections for driveways and side streets.

4.2 Drainage Design

The Consultant shall address all comments from the permitting agencies. The Consultant shall finalize special grading and the modifications made to the existing system to accommodate the proposed design. The Consultant shall finalize the drainage report, demonstrating that the proposed design has no adverse impacts on the existing drainage system.

4.3 Engineer's Cost Estimate and Bid Forms

The Consultant shall complete the Consultant's engineer's cost estimate and bid forms.

4.4 Signing & Pavement Marking Design

Signing & Pavement Marking Plans

The Consultant shall complete the Signing & Pavement Marking content shown on the sidewalk plan sheets.

The Consultant shall complete the design of one (1) Rapid Rectangular Flashing Beacon (RRFB) crossing at the intersection of Zimmerman Road and Foxbloom Drive.

4.5 100% Plan Set

The Consultant shall prepare and submit 100% plans to the County consistent with Table 1 (beginning on Page A-12).

4.6 Permitting

The Consultant shall coordinate with the County's Project Manager while obtaining permits and shall prepare responses to all agency requests for additional information (RAIs), including completion of design revisions necessary to secure the required permits, and provide draft response packages to County.

4.7 Utility Coordination

The Consultant shall secure agreements, utility work schedules, and plans from the UAO(s), ensuring no conflicts exist between utility facilities and the County's construction project. The Consultant shall certify all utility negotiations are complete and that arrangements are made for utility work.

Utility Adjustment Plans

The Consultant shall provide the UAO(s) the project plans, and/or electronic files at the 100% design phase, as drafted by the Consultant.

Final Agreements to Utilities (Final Plans)

The Consultant shall transmit the necessary documents and furnish one complete set of plans to each UAO.

Review and Acceptance

The Consultant shall be responsible for making all necessary reviews and accepting the utility work schedules (UWS) to schedule any utility work the construction contractor for the project is not contracted to perform.

Close-out

The Consultant shall provide to the County the following for each UAO with facilities within the project limits:

Executed Utility Work Schedule (UWS) and any technical special provisions.

OR

- A written No Conflict or No Involvement statement. .

4.8 Temporary Traffic Control Plan (TTCP) and Notes

The Consultant shall finalize Temporary Traffic Control Plan (TTCP).

Task 5: Provide Final Plans and Solicitation Documents

5.1 Final plan set

The Consultant shall prepare and submit Final plans to the County consistent with Table 1 (beginning on Page A-12).

5.2 Solicitation Documents Preparation

The Consultant shall provide final Technical Special Provisions and all required County and FDOT technical specifications for all items and areas of work.

5.3 Engineer's Cost Estimate & Quantities and Bid Forms

The Consultant shall finalize the Consultant's engineer's cost estimate and bid forms.

5.4 Design Deliverables

Prior to submitting final signed and sealed plans and solicitation documents, the Consultant shall submit one electronic copy of the plans and comment responses to the County's Project Manager for review. The final submittal will convey all Final Deliverables electronically in PDF and shall include the following:

- One (1) thumb drive or digital download with all CADD design files (DWG and/or DGN)
- Signed and sealed PDF of the construction plan set
- Signed and sealed Final Technical Special Provisions (if applicable)
- Signed Utility Agreements and Work Schedules
- Final Consultant Engineer's Cost Estimate
- Signed and sealed Final Drainage Analysis Report
- Final Bid forms (Excel file)
- Affidavit of publication from the newspaper for the Notice of Agency Action
- All above items electronically in PDF, with the exception of the bid form which shall be .xlsx format

TABLE 1				
SHEET	**DESIGN STAGE**			
	30%	**60%**	**100%**	**FINAL**
Key Sheet	P	P	C	F
Signature Sheet		P	C	F
Summary of Pay Items Sheet		P	C	F
Drainage Map		P	C	F
Typical Section Sheet (and details)	P	C	C	F
General Notes	P	P	C	F
Project Layout	P	C	C	F
Plan/Profile Sheets (includes erosion control)	P	P	C	F
Intersection Detail Sheets		P	C	F
Special Details		P	C	F
Cross Sections	P	P	C	F
Temporary Traffic Control Plan and Notes		P	C	F
Signing and Pavement Marking Plans		P	C	F
(P) – Preliminary (C) – Complete but subject to change (F) - Final				

IV. LENGTH OF DESIGN SERVICES

Work shall commence after the Board of County Commissioners' approval of the task order, on the date specified in a written Notice to Proceed (NTP) issued by the County. The Consultant shall have 240 calendar days from the date specified in the NTP to complete the Design Services.

Within Ten (10) calendar days after issuance of the NTP for Design Services, the Consultant shall provide a Microsoft Project Schedule to the County Project Manager. The Consultant shall update the project schedule and include the schedule with each monthly invoice submittal.

There will be four design submittals to the County: one at the 30% Design Phase (Conceptual Layout), one at the 60% Design Phase, one at the 100% Design Phase and a Final Submittal. The County and FDOT have 30 calendar days for review of each of these submittals and to submit comments to the Consultant. The County shall have seven (7) calendar days to provide the Consultant with comments on the draft Final Deliverables. The Consultant shall revise the Solicitation Documents as needed to satisfy the comments within the 240 calendar days allotted to the Consultant. If the Consultant is not able to provide satisfactory revisions to the Final Deliverables within the 240 calendar days, the Consultant shall request a no-cost

Change Order to extend the NTP's Time of Completion set forth in the Task Order prior to the expiration of said time period. If the County or FDOT's review of any submittal exceeds the allotted time at any point in the Design Phase, the County shall execute a Change Order with the Consultant to extend the NTP's remaining Time of Completion by the number of days that the review time has been exceeded. Subsequent milestone periods, if applicable, shall not begin until the County has provided the Consultant with its comments from the preceding review period.

The Consultant shall complete the final design in accordance with the following or better project schedule:

TABLE 2	
Milestone	**Due Date After NTP**
30% Deliverables	60 Calendar Days (Includes County review)
60% Deliverables	150 Calendar Days (Includes County and FDOT review)
100% Deliverables	210 Calendar Days (Includes County and FDOT review)
Final Deliverables	240 Calendar Days (Includes County review)

The Consultant shall provide responses to comments for the various required submittals. Any delays beyond the Consultant's control shall be documented in writing by the Consultant and submitted to the County for consideration to grant a schedule time extension.

V. POST DESIGN SERVICES

Field Services

There shall be a second NTP for the Post Design Services. The Post Design Services shall be completed sixty (60) calendar days after the Certificate of Final Completion (as that term is defined in the County's construction contract for the project) has been issued by the County to the construction contractor.

Post Design Services shall be performed up to the amount included in the attached Exhibit "B" (Fee Summary). Any services beyond that amount will require a change order.

The Consultant shall attend a preconstruction meeting and any field meetings during the duration of Post Design Services following issuance of the NTP for the Post Design Services.

The Consultant shall furnish prompt consultation to the County and regulatory agencies regarding the interpretation of any and all parts of the solicitation package, including the Plans and Technical Specifications Package, which it has prepared.

The Consultant shall review and process applicable shop drawings, requests for information (RFIs), pay requests, and test reports, as requested by the County.

The Consultant shall perform limited construction observation to become generally familiar with the progress and quality of the portion of the work completed, and to determine if the work observed is being performed in a manner indicating that the work, when completed, shall be in general conformance with the approved plans and specifications.

Project Close-out

The Consultant shall review the constructed facilities with the County and the construction contractor to assist in verifying substantial compliance with the approved construction plans and will assist the County in preparing a punch list to be provided to the construction contractor if requested by the County.

– END OF EXHIBIT "A" –

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

EXHIBIT "B"
FEE SUMMARY

DESIGN AND POST DESIGN SERVICES
ZIMMERMAN ROAD SIDEWALK (RANCH ROAD TO SR 52)
TASK ORDER NO. TED26-0028
WORK ORDER NO. 025027
JUNE 2026

Exhibit A Task/Subtask	Fee Type (LS or NTE)	WSP USA, Inc.							Stantec								Task/ Subtask Fee
		Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Designer	Admin	Survey Manager	Project Surveyor	Sr. Survey Tech	Admin	2-Person Crew	Utility Designation Crew	Flagger for MOT	Vacuum Excavating Crew	
		Hourly Rate $379.59 Hours	Hourly Rate $251.57 Hours	Hourly Rate $230.59 Hours	Hourly Rate $165.87 Hours	Hourly Rate $174.89 Hours	Hourly Rate $147.62 Hours	Hourly Rate $93.76 Hours	Hourly Rate $240.00 Hours	Hourly Rate $217.00 Hours	Hourly Rate $177.00 Hours	Hourly Rate $133.00 Hours	Hourly Rate $208.00 Hours	Hourly Rate $190.00 Hours	Hourly Rate $75.00 Hours	Hourly Rate $265.00 Hours	
Task 1. Project Management & QC																	
1.1 - General Tasks	LS	0	15	0	5	0	0	12	0	0	0	0	0	0	0	0	$5,728.02
1.2 - Project Meetings	LS	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	$2,515.70
Task 1 Subtotal		**0**	**25**	**0**	**5**	**0**	**0**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$8,243.72**
Task 2. 30% Design Stage																	
2.1 - Topographic Survey	LS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
2.2 – Sidewalk Design	LS	1	13	3	29	48	14	0	0	0	0	0	0	0	0	0	$19,575.44
2.3 – Drainage Design	LS	1	5	0	12	20	2	0	0	0	0	0	0	0	0	0	$7,420.92
2.4 – 30% plan set	LS	1	3	0	11	19	11	0	0	0	0	0	0	0	0	0	$7,905.60
2.5 – Permitting	LS	0	2	2	1	2	0	0	0	0	0	0	0	0	0	0	$1,479.97
2.6 – Utility Coordination	LS	0	9	0	10	15	2	0	0	0	0	0	0	0	0	0	$6,841.42
Task 2 Subtotal		**3**	**32**	**5**	**63**	**104**	**29**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$43,223.35**
Task 3. 60% Design Stage																	
3.1 – Sidewalk Design	LS	1	13	3	29	21	14	0	0	0	0	0	0	0	0	0	$14,853.41
3.2 – Drainage Design	LS	1	5	0	12	20	2	0	0	0	0	0	0	0	0	0	$7,420.92
3.3 – Engineer Cost Estimate and bid form	LS	0	1	0	5	3	4	0	0	0	0	0	0	0	0	0	$2,196.07
3.4 – SUE Survey Services	LS	0	0	0	0	0	0	0	2	7	7	2	11	10	10	10	$11,092.00
3.5 – Signing and Pavement Marking Design	LS	0	1	0	2	28	0	0	0	0	0	0	0	0	0	0	$5,480.23
3.6 – 60% plan set	LS	1	3	0	11	19	11	0	0	0	0	0	0	0	0	0	$7,905.60
3.7 – Permitting	LS	0	2	2	1	2	0	0	0	0	0	0	0	0	0	0	$1,479.97
3.8 – Utility Coordination	LS	0	9	0	10	15	2	0	0	0	0	0	0	0	0	0	$6,841.42
3.9 – Technical Special Provisions and Technical Specifications	LS	0	0	0	0	20	0	0	0	0	0	0	0	0	0	0	$3,497.80
3.10 – Temporary Traffic Control Plan (TTCP) and Notes	LS	0	1	0	3	4	0	0	0	0	0	0	0	0	0	0	$1,448.74
Task 3 Subtotal		**3**	**35**	**5**	**73**	**132**	**33**	**0**	**2**	**7**	**7**	**2**	**11**	**10**	**10**	**10**	**$62,216.16**
Task 4. 100% Design Stage																	
4.1 – Sidewalk Design	LS	1	12	3	21	43	10	0	0	0	0	0	0	0	0	0	$16,531.98
4.2 - Drainage Design	LS	1	5	0	12	20	2	0	0	0	0	0	0	0	0	0	$7,420.92
4.3 - Engineer cost estimate and bid forms	LS	0	1	0	5	3	4	0	0	0	0	0	0	0	0	0	$2,196.07
4.4 – Signing and Pavement Marking Design	LS	0	1	0	1	11	0	0	0	0	0	0	0	0	0	0	$2,341.23
4.5 – 100% plan set	LS	1	3	0	11	20	11	0	0	0	0	0	0	0	0	0	$8,080.49
4.6 – Permitting	LS	0	1	3	1	2	0	0	0	0	0	0	0	0	0	0	$1,458.99
4.7 – Utility Coordination	LS	0	9	0	10	15	2	0	0	0	0	0	0	0	0	0	$6,841.42
4.8 – Temporary Traffic Control Plan (TTCP) and Notes	LS	0	1	0	4	6	4	0	0	0	0	0	0	0	0	0	$2,554.87
Task 4 Subtotal		**3**	**33**	**6**	**65**	**120**	**33**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$47,425.97**
Task 5. Provide Final Plans and Bid Package Documents																	
5.1 – Final Plans	LS	0	1	0	0	14	5	0	0	0	0	0	0	0	0	0	$3,552.01
5.2 – Bid Package Preparation	LS	0	3	0	0	4	0	0	0	0	0	0	0	0	0	0	$1,454.27
5.3 – Engineer's Estimate & Quantities	LS	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	$1,326.96
5.4 – Design Deliverables	LS	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	$754.71
Task 5 Subtotal		**0**	**7**	**0**	**8**	**18**	**5**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$7,087.95**
Post Design Services	NTE	0	12	2	26	38	13	0	0	0	0	0	0	0	0	0	$16,357.52
Expenses		SWFWMD Exemption ($100) & Public Notice ($321)															$421.00
Grand Total	LS + NTE	**9**	**144**	**18**	**240**	**412**	**113**	**12**	**2**	**7**	**7**	**2**	**11**	**10**	**10**	**10**	**$184,975.67**

LS: Lump Sum
NTE: Not to Exceed

WSP USA INC.

SECRETARY'S CERTIFICATE

I, Hillary Jassey, Secretary of WSP USA Inc. (the "Corporation"), do hereby certify on behalf of the Corporation and not in my individual capacity that on May 1, 2024, the Board of Directors of the Corporation adopted the following resolutions:

> "**RESOLVED**, that, in accordance with the Corporation's Signature Authority Policy, any authorized signatory may execute binding legal documents, including any RFPs, RFQs and any resulting project contracts or amendments approved in accordance with the Regional Delegation of Authority."

I further certify that the resolutions have not been revoked, and that as the Florida Transportation Local Business Line Leader of the Corporation, Todd Laine, is an authorized signatory to sign legal documents, including project contracts, amendments, and task orders, by and between Pasco County, through the Board of County Commissioners, and the Corporation.

Hillary Jassey
Secretary

December 26, 2024
Date

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PU23-0036 **DATE:** 7/11/2023

SUBJECT: Authorization to Shortlist and Delegate Negotiation and Execution of Agreements to County Administrator for RSQ-KM-23-060 - Continuing Miscellaneous Professional Engineering Services – Multiple Vendors – No Funding Required

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Carrie Roberts, Purchasing Director

RECOMMENDED BOARD ACTION:

Approve the Evaluation Committee's recommendation to shortlist RSQ-KM-23-060 for Continuing Miscellaneous Professional Engineering Services with the following fifteen firms in ranked order: HNTB Corporation (HNTB); American Consulting Engineers of Florida, LLC (American); H.W. Lochner, Inc., (HW Lochner); Johnson Engineering, Inc. (Johnson); HDR Engineering, Inc. (HDR); Coastal Design Consultants, Inc. (Coastal); Cumbey and Fair, Inc. (Cumbey); AECOM Technical Services, Inc. (AECOM); WSP USA, Inc. (WSP); Kisinger, Campo & Associates, Corp. (KCA); DRMP, Inc. (DRMP); Burgess & Niple, Inc. (Burgess); Ayres Associates Inc. (Ayres); Pennoni Associates Inc. (Pennoni); and Atkins North America, Inc. (Atkins); and delegate authority to the County Administrator under Section 2-110(c) of the Pasco County Purchasing Ordinance to negotiate and execute a contract with all shortlisted firms, in order to secure professional services for Continuing Miscellaneous Professional Engineering Services.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On March 15, 2023, at the request of the Project Management Division, the Purchasing Department solicited a Request for Statements of Qualifications (RSQ) RSQ-KM-23-060 for Continuing Miscellaneous Professional Engineering Services. The specifications were prepared by the Project Management Division. All provisions of the Purchasing Ordinance have been met.

On April 18, 2023, all responses received were publicly opened, with the names of the responding firms being read. One hundred and thirty-six vendors downloaded the solicitation. Twenty-seven responses were received; four of which were from Pasco County. A summary of the download history for this solicitation is attached.

A five-member committee evaluated the subject responses. The Evaluation Committee members were Branford Adumuah, Assistant County Administrator (Public Infrastructure); Clayton Watkins, Engineering Manager; Adolfo Gonzalez, Utilities Engineering Director; Panos Kontses, Assistant Engineering Services Director; and William Poon, Sr. Engineer.

On May 17, 2023, at a properly noticed public meeting, the Evaluation Committee discussed and carefully considered each proposer's qualifications and experience as outlined in their proposals. After scoring, the ranking of the top fifteen responses were as follows: HNTB; American; HW Lochner; Johnson; HDR; Coastal; Cumbey; AECOM; WSP; KCA; DRMP; Burgess; Ayres; Pennoni; and Atkins. The Evaluation Committee voted and recommended that the fifteen firms should be shortlisted for negotiations.

Section 2-110(c) of the Pasco County Purchasing Ordinance allows the Board of County Commissioners (BCC) to delegate authority to the County Administrator to negotiate and execute contracts such as the ones sought to be awarded under RSQ-KM-23-060. It specifically provides the following:

Awards of Consultant Services. The Board of County Commissioners may delegate to the County Administrator the authority to negotiate and execute a Consultant Services contract, or contracts if multiple contracts are specified in the Solicitation Package, with the shortlist of Vendors approved by the Board in the order approved on the shortlist. The contract negotiations shall be based on the terms and conditions and scope of work contained in the Solicitation Package and in accordance with F.S. § 287.055. The fees and costs negotiated by the County Administrator shall be prudent and reasonably consistent with fees and costs in similar County Consultant Services contracts negotiated in the last 12 months and shall not exceed the amount set by the Board without further Board action. The County Administrator may designate County staff to conduct the negotiations, but not sign the contract(s), and to present to the County Administrator a negotiated contract. The County Administrator may direct further negotiations by staff, conduct negotiations or may sign the contract(s). The County Administrator shall have final responsibility to ensure that the contract(s) is in compliance with this provision. Each contract, once executed, shall be reported and included in an agenda packet for a Board meeting.

Upon BCC approval under section 2-110(c), the Project Management Division can begin negotiations with the top fifteen ranked firms, in hopes of securing agreements. The resulting Agreements will be presented to the County Administrator for review and execution with no funding required, as funds expenditure authorization will be requested on a task-order basis. Approval for task orders under the resulting executed Agreements will be approved according to the thresholds of the Purchasing Ordinance.

Once negotiated, the executed Agreements will be submitted to the BCC by the Project Management Division in an agenda packet as required by section 2-110(c), specifically, through a Noted Item. The executed Agreements will be effective upon execution by the County Administrator and continue for a five-year contract term. The Project Management Division intends to contract with the fifteen firms selected to ensure availability, competition, and sufficient coverage for the numerous projects and work anticipated for the coming years.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required at this time. Task orders issued as a result of the executed Agreements will be approved according to the funding thresholds of the Pasco County Purchasing Ordinance.

DISTRIBUTION:

Not applicable.

ATTACHMENT(S):

1. PU23-0036 - RSQ-KM-23-060 - Solicitation
2. PU23-0036 - RSQ-KM-23-060 - Solicitation Addenda
3. PU23-0036 - RSQ-KM-23-060 - Document Takers List
4. PU23-0036 - PROPOSAL - HNTB Corporation
5. PU23-0036 - PROPOSAL - American Consulting Engineers of Florida, LLC
6. PU23-0036 - PROPOSAL - H.W. Lochner, Inc.
7. PU23-0036 - PROPOSAL - Johnson Engineering, Inc.

8. PU23-0036 - PROPOSAL - HDR Engineering, Inc.
9. PU23-0036 - PROPOSAL - Coastal Design Consultants, Inc.
10. PU23-0036 - PROPOSAL - Cumbey and Fair, Inc.
11. PU23-0036 - PROPOSAL - AECOM Technical Services, Inc.
12. PU23-0036 - PROPOSAL - WSP USA Inc.
13. PU23-0036 - PROPOSAL - Kisinger Campo & Associates, Corp.
14. PU23-0036 - PROPOSAL - DRMP, Inc.
15. PU23-0036 - PROPOSAL - Burgess & Niple, Inc.
16. PU23-0036 - PROPOSAL - Ayres Associates, Inc.
17. PU23-0036 - PROPOSAL - Pennoni Associates, Inc.
18. PU23-0036 - CORPORATE RESOLUTION - Pennoni Associates, Inc.
19. PU23-0036 - PROPOSAL - Atkins North America, Inc.
20. PU23-0036 - RSQ-KM-23-060 - Summary Scoring Sheet
21. PU23-0036 - DIVISON OF CORPORATIONS - SUNBIZ - All shortlisted firms

PASCO COUNTY FLORIDA

INTEROFFICE MEMORANDUM

DATE: November 8, 2023 COMMISSION DISTRICTS: ALL FILE NO.: PMM24-010

TO: Michael J. Carballa, P.E., County Administrator
Carrie C. Roberts, Purchasing Director

Branford N. Adumuah Digitally signed by Branford N. Adumuah Date: 2023.11.13 14:15:19 -05'00'

THRU: Branford N. Adumuah, Assistant County Administrator (Public Infrastructure)

FROM: Nick Uhren, P.E., County Engineer/Engineering Services Director NU

SUBJECT: Professional Services Agreements for RSQ-KM-23-060 (Continuing Miscellaneous Professional Engineering Services) – Multiple Vendors – No Funding Required

RECOMMENDED ACTION:

Approve the award of the Professional Services Agreements for Continuing Miscellaneous Professional Engineering Services for RSQ-KM-23-060 to the following firms: HNTB Corporation (HNTB); American Consulting Engineers of Florida, LLC (American); H.W. Lochner, Inc., (HW Lochner); Johnson Engineering, Inc. (Johnson); HDR Engineering, Inc. (HDR); Coastal Design Consultants, Inc. (Coastal); Cumbey and Fair, Inc. (Cumbey); AECOM Technical Services, Inc. (AECOM); WSP USA, Inc. (WSP); Kisinger, Campo & Associates, Corp. (KCA); DRMP, Inc. (DRMP); Burgess & Niple, Inc. (Burgess); Ayres Associates Inc. (Ayres); Pennoni Associates Inc. (Pennoni); and Atkins North America, Inc. (Atkins); for a three-year contract term with two optional one-year renewals, unless canceled in accordance with the solicitation documents.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On March 15, 2023, at the request of the Project Management Division, the Purchasing Department solicited a Request for Statements of Qualifications (RSQ) RSQ-KM-23-060 for Continuing Miscellaneous Professional Engineering Services. The specifications were prepared by the Project Management Division. All provisions of the Purchasing Ordinance have been met.

On April 18, 2023, all responses received were publicly opened, with the names of the responding firms being read. One hundred and thirty-six vendors downloaded the solicitation. Twenty-seven responses were received, four of which were from Pasco County. A summary of the download history for this solicitation is attached.

A five-member committee evaluated the subject responses. The Evaluation Committee members were Branford Adumuah, Assistant County Administrator (Public Infrastructure); Adolfo Gonzalez, Utilities Engineering Director; Panos Kontses, Assistant Engineering Services Director;Clayton Watkins, Engineering Manager; and William Poon, Sr. Engineer. On May 17, 2023, at a properly noticed public meeting, the Evaluation Committee discussed and carefully considered each proposer's qualifications and experience as outlined in their proposals. After scoring, the ranking of the top fifteen responses were as follows: HNTB; American; HW Lochner; Johnson; HDR; Coastal; Cumbey; AECOM; WSP; KCA; DRMP; Burgess; Ayres; Pennoni; and Atkins. The Evaluation Committee voted and recommended that the fifteen firms should be shortlisted for negotiations.

On July 11, 2023, at the Board of County Commissioners (BCC) meeting, the shortlist for the Continuing Miscellaneous Professional Engineering Services RSQ-KM-23-060 was approved, which included the following fifteen firms in ranked

order: HNTB; American; HW Lochner; Johnson; HDR; Coastal; Cumbey; AECOM; WSP; KCA; DRMP; Burgess; Ayres; Pennoni; and Atkins. The BCC also delegated authority to the County Administrator under Section 2-110(c) of the Pasco County Purchasing Ordinance to negotiate and execute contracts with all shortlisted firms, in order to secure professional services for Continuing Miscellaneous Professional Engineering Services.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action. Funding will be requested as needed based on issuance of Task Orders.

Please contact Clayton T. Watkins, P.E. with any questions or concerns.

DISTRIBUTION:
Return the original documents to Engineering Service Project Management for distribution to the Consultants.

APPROVALS:

Carrie C. Roberts, Purchasing Director — 11/13/23 Date

Michael J. Carballa, P.E., County Administrator — 12/19/23 Date

ATTACHMENTS:

1. RSQ-KM-23-060 – Agreement – AECOM Technical Services, Inc. (Two Originals)
2. RSQ-KM-23-060 – Agreement – American Consulting Engineers of Florida, LLC (Two Originals)
3. RSQ-KM-23-060 – Agreement – Atkins North America, Inc. (Two Originals)
4. RSQ-KM-23-060 – Agreement – Ayres Associates, Inc. (Two Originals)
5. RSQ-KM-23-060 – Agreement – Burgess & Niple, Inc. (Two Originals)
6. RSQ-KM-23-060 – Agreement – Coastal Design Consultants, Inc. (Two Originals)
7. RSQ-KM-23-060 – Agreement – Cumbey and Fair, Inc. (Two Originals)
8. RSQ-KM-23-060 – Agreement – DRMP, Inc. (Two Originals)
9. RSQ-KM-23-060 – Agreement – HDR Engineering, Inc. (Two Originals)
10. RSQ-KM-23-060 – Agreement – HNTB Corporation (Two Originals)
11. RSQ-KM-23-060 – Agreement – H.W. Lochner, Inc. (Two Originals)
12. RSQ-KM-23-060 – Agreement – Johnson Engineering, Inc. (Two Originals)
13. RSQ-KM-23-060 – Agreement – Kisinger Campo and & Associates, Corp. (Two Originals)
14. RSQ-KM-23-060 – Agreement – Pennoni Associates, Inc. (Two Originals)
15. RSQ-KM-23-060 – Agreement – WSP USA Inc. (Two Originals)
16. Memorandum No. PU23-0036
17. RSQ-KM-23-060 – Solicitation
18. RSQ-KM-23-060 – Division of Corporations - Sunbiz (All Consultants)

ec: Panos Kontses, P.E., Assistant Engineering Services Director, pkontses@pascocountyfl.net

BNA/NU/PK/CTW/amf

PASCO COUNTY PROFESSIONAL SERVICES AGREEMENT

THIS **PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as "Agreement") by and between Pasco County, Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "County"), and WSP USA Inc., a New York for-profit corporation licensed in the State of Florida, whose address is One Penn Plaza, 4th Floor, New York, New York 10119, and local address of 5411 SkyCenter Drive, Suite 650, Tampa, Florida 33607 (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, the County issued a Request for Statements of Qualifications (**RSQ-KM-23-060**), together with any addenda ("RSQ") for the **CONTINUING MISCELLANEOUS PROFESSIONAL ENGINEERING SERVICES,** to secure an experienced Consultant to render ongoing and as needed professional engineering services to implement the County's Transportation Capital Improvement Program (TCIP) and support other projects as assigned, as appropriate; and

WHEREAS, the Consultant submitted a response to the RSQ which was deemed by the County as the most responsive and responsible; and

WHEREAS, the Consultant desires to render certain architectural, engineering, and related services as defined in the Agreement and as more fully described in specific Task Orders that will be separately executed under this Agreement, and the Consultant hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the selection and engagement of the Consultant has been made by the County based on the Consultant's response to the RSQ and the County's solicitation process, and in accordance with the provisions of the Consultant's Competitive Negotiation Act, Chapter 287.055, Florida Statutes; and

WHEREAS, the Consultant hereby certifies that it has been granted and possesses a valid, current license to do business in the State of Florida and in Pasco County, Florida, issued by those state boards and/or governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the Consultant has been informed of and has reviewed the professional services required to be performed pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with the provisions, conditions, and terms hereinafter set forth in this Agreement and any executed Task Orders and Change Orders; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties, as indicated by their respective execution of this Agreement,

agree that a Contract shall exist between the County and the Consultant specifically consisting of:

SECTION 1 – DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, interpretation, and meaning of such terms as they appear throughout this Agreement.

1.1 – COUNTY

The term County shall refer to the Board of County Commissioners of Pasco County, a political subdivision of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the County's behalf relative to this Agreement.

1.2 - COUNTY ADMINISTRATOR

The term County Administrator shall refer to the County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them as set forth in this Agreement and pursuant to the Purchasing Ordinance of Pasco County, Florida.

1.3 – CONSULTANT

The term Consultant shall refer to the individual, company, or firm that will offer the Consultant Services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the work, materials, and/or services including work and materials required under the covenants, terms, and provisions contained in this Agreement and any and all Modifications, Task Orders, or Change Orders issued pursuant thereto.

1.4 – CONSULTANT SERVICES

The term Consultant Services or Services shall refer to all the work, materials, and services, and all related professional, technical, and administrative activities which are necessary to be provided and performed by the Consultant, its employees, and any subconsultants that the Consultant may engage to provide, perform, and complete the services required pursuant to the provisions of this Agreement, any Task Order, and as authorized under the Consultants' Competitive Negotiation Act ("CCNA").

The Consultant Services outlined below describes the general work and responsibilities the Consultant will be expected to perform. The professional engineering services will be ongoing and as needed on a task-order basis, to implement the County's Transportation Capital

Improvement Program (TCIP), and will support other projects as assigned, including, but not limited to, the following:

- Professional Engineering: Provide comprehensive professional engineering services related to roadways, bridges, intersections, multi-use paths, sidewalks, and utility capital improvements. Engineering services may include support for administration, planning, surveying, design, traffic forecasting modeling, collecting traffic data for modeling, drainage and environmental permitting, , plan and other deliverable reviews, scope of services and staff-hour estimate production and reviews, project management, constructability, value engineering reviews/analyses, project advertisement and bidding (procurement), and Construction Phase services including construction engineering and inspection (CEI).

- Procurement/Bidding: Provide services in support of the County's procurement/ solicitation processes for design and construction contractors, including preparation and reviews of scopes of services and staff-hours, as well as fee estimates provided in solicitation responses. Provide services in support of advertisement and bidding through attending Pre-Bid meetings, addressing bidders' requests for information, and reviewing and providing analyses of bids.

- Services to the Public: Provide services in support of public awareness, engagement, and outreach, including but not limited to: participation, presentation, coordination, and notification of public workshops and group meetings; coordination with County Commissioners; preparation of multimedia presentations and materials; notification of property owners; social media outreach and engagement; project specific websites production; graphic design support; and other public notifications, as required. Assist with and document Title VI compliance with special needs requests at public meetings and venues including bilingual capabilities, as necessary.

- Planning: Provide services in support of Planning Phases through performance of feasibility assessments, Route and Pond Siting Studies and Reports, Project Development & Environment (PD&E) studies, and traffic operations studies including signal warrant analyses, roundabout evaluations, safety studies, Intersection Control Evaluations (ICE), and other reports as needed or requested.

- GIS: Provide GIS assistance, as directed, to support the needs of the County.

- Design: Provide services in support of design through tasks including:

    - Data Collection: survey, all platforms of LiDAR, geotechnical investigation, and subsurface utility engineering (SUE)

    - Traffic Design: Perform and assist with the management and review of traffic forecasting modeling, collecting traffic data for modeling, and collecting data for

volume projections

- Maintenance of Traffic Plans
- Roadway Design, Drainage and Floodplain Compensation, Utility Coordination, Signing and Pavement Markings, Pavement Design, Permitting, and Maintenance of Traffic
- Signalization Design: Signal Design, Intelligent Transportation System (ITS), Structural Design of Mast Arms and Strain poles
- Lighting Design: Photometrics and pole design
- Structural Design: Retaining Walls, Bridges, Mast Arms, Strain Poles, Foundations, and other structures.

- Environmental Permitting: Prepare, manage, and review applicable environmental studies and the completion of required engineering and environmental documentation necessary to obtain approval from appropriate federal and state agencies. This also includes coordination with appropriate agencies, local officials, interested parties, and the general public. Coordinate with the applicable environmental permitting agencies (Southwest Florida Water Management District, U.S. Army Corps of Engineers, Florida Department of Environmental Protection, etc.) on behalf of the County to secure the necessary permits on a per-project basis.

- Cultural and Historic Resources: Provide cultural resource program services pursuant to the programs and regulations promulgated by the Florida Department of State Division of Historical Resources, including, but not limited to, performance of archaeological/historic structures surveys and subsequent reports, and historic architectural design.

- General Support to the County: Provide staff with sufficient knowledge and expertise of the subject-matter outlined herein, either on a full- or part-time basis, as requested by the County, to act as an extension of the County's staff. Provide services to the County in Project Management, Permitting, Construction, and other services to supplement County's resources. Provide other similar and/or associated services to the County on an as needed basis.

- Survey Assistance: Provide survey support services through performance of required surveys and title searches, development of right-of-way maps, legal descriptions, and parcel sketches, producing graphics, attending meetings, furnishing trial exhibits, and providing expert witness testimony.

- Quality Control: Provide services in support of miscellaneous plan, report, and other

engineering document reviews, including quality control, value engineering, and constructability reviews. The Professional shall be responsible for ensuring that work products submitted to the County by other professional/consulting firms conform with County standards and criteria, are of acceptable quality, and are constructible.

- Construction: Provide services in support of construction through constructability review of construction plans and specifications for contract bids, prepare construction duration estimates, prepare Traffic Control Plans (TCPs) upon request, attend pre-construction and progress meetings, provide contract management and schedule-keeping services, review shop drawings and other submittals, respond to contractor Requests for Information, provide construction engineering and inspection (CEI) services, and assist with construction projects closeouts.

- Transportation: Provide services in Intelligent Transportation Systems Support Services, prepare Advanced Traffic Management Systems (ATMS) plans, determine feasibility, and develop conceptual and design plans.

- County's FDOT Local Agency Program: Provide services in support of the County in the FDOT's Local Agency Program (LAP) process, in design, construction, and project closeout. Provide services in support of the County in the FDOT LAP Equal Employment Opportunity (EEO) assistance document processing in design, construction, and project closeout.

- Grant Writing: Provide services in support of grant writing for pursuits of State and Federal funding for various County programs and/or projects.

Work will be assigned on a task-order basis in the County's sole discretion.

1.5 – SUBCONSULTANT

The term Subconsultant shall refer to any individual, company, or firm offering Consultant Services that is engaged by the Consultant to assist the Consultant in providing and performing the Consultant Services for which the Consultant is contractually obligated, responsible, and liable to provide and perform pursuant to the provisions of this Agreement. The use of any Subconsultant(s) must be approved in writing by the County Administrator or his designee before such Subconsultant(s) may be retained by the Consultant.

The County shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement or contract entered into between the Consultant and any Subconsultant.

1.6 – ADDITIONAL SERVICES

The term Additional Services shall refer to such Consultant Services the County may request or

authorize the Consultant to provide or perform relative to this Agreement which are not included in the Agreement or Task Order. Additional Services shall be authorized by the execution of both parties to this Agreement of a Modification, a new Task Order, or a Change Order. Additional Services shall constitute a continuation of the Consultant Services under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement.

1.7 – MODIFICATION

The term Modification shall refer to a written document executed by both the County and the Consultant setting forth and authorizing Consultant Services or tasks which were not set forth in and are supplemental to this Agreement.

The amount of the change in contract compensation and time set forth in any Modification(s) executed and issued under this Agreement shall be understood and agreed by both the County and the Consultant to be fair, equitable, and adequate, and to represent the total of all costs associated with said Modification.

1.8 – TASK ORDER

The term Task Order shall refer to a written document executed by both parties to this Agreement, for which an individual Notice to Proceed may be issued that delineates a fixed number of days for completion of the specified Consultant Services, tasks, or scope of work set forth in the Task Order.
Through a properly executed Task Order and Notice to Proceed, the County provides authorization and notification to the Consultant to proceed to provide or perform certain Consultant Services, tasks, or work pursuant to the scope of Consultant's Services set forth in the Task Order and this Agreement. In the event that federal or state funding is ascertained, such additional state or federal provisions may be included in a Task Order as necessary. Each Task Order monetary amount shall be limited to the monetary thresholds set forth in section 287.055, Florida Statutes (the CCNA).

All terms in this Agreement shall be incorporated by reference in each executed Task Order, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of this Agreement will control over the conflicting provisions of any Task Order. Each fully executed Task Order shall become a supplement to and a part of this Agreement.

1.9 – CHANGE ORDER

The term Change Order shall refer to a written document executed by both the County and the Consultant setting forth and authorizing changes to the agreed-upon scope of Consultant Services, compensation, method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the Task Order(s), or previous Change Order(s) issued thereto. The Change Order document shall set forth authorized changes

to the scope of Consultant Services, tasks, work, or materials to be performed or provided by the Consultant as well as the compensation and method of payment, the schedule or time period for performance and completion, and the guidelines, criteria, and requirements pertaining thereto. Any changed compensation to the Consultant as a result of the Change Order shall be understood and agreed to be the total of all costs associated with said Change Order.

The time of performance for rendering Consultant Services pursuant to any Change Order shall commence to run from the date specified in the Notice to Proceed issued for said Change Order. The County specifically reserves the right to establish milestones for completion of the work required under the Change Order and/or to tie deliverables to any payment provided for under that Change Order.

All terms in this Agreement shall be incorporated by reference in each executed Change Order, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of this Agreement will control over the conflicting provisions of any Change Order. Each fully executed Change Order shall become a supplement to and a part of this Agreement.

1.10 – COUNTY PROJECT MANAGER

The term County Project Manager shall refer to that person employed by the County designated to serve and act on the County's behalf to provide direct contact and communication between the County and the Consultant throughout the effective period of this Agreement or, at the County's direction, for the duration of a particular Task Order and/or Change Order. The County Project Manager is not authorized to, and shall not, issue any verbal request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way: (1) the scope of Consultant Services to be performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and/or (3) the amount of compensation the County is obligated to pay the Consultant. The County Project Manager shall review and make appropriate recommendations on requests submitted by the Consultant for payment for services and work provided and performed pursuant to this Agreement and any Task Order(s) or Change Order(s) issued thereof.

1.11– CONSULTANT'S STANDARD HOURLY RATES

The Consultant's standard hourly rates for professional services rendered pursuant to this Agreement are those attached hereto as Exhibit "A," entitled "Standard Hourly Rates", which Exhibit "A" is specifically made part of this Agreement. The Standard Hourly Rates shall be considered the maximum rates for specific job and/or work classifications and shall cover all the Consultant's costs, including direct salaries, overhead, operating margin, Reimbursable Expenses as delineated in Section 5 below and profit. If the Consultant charges less than those maximum rates included in Exhibit "A," those charges will be considered acceptable to the County.

Within sixty (60) calendar days after the first anniversary of the effective date of this Agreement, and each one (1) year anniversary thereafter, the Consultant may request in writing to the County an adjustment to those rates delineated in Exhibit "A". The County shall approve the rate adjustment or reject the rate adjustment until documentation substantiating the rate adjustment is provided by the Consultant and deemed acceptable to the County.

If the Consultant's Exhibit "A" covers multiple years, any request for a rate adjustment cannot exceed the multiple year rates included in the Consultant's Exhibit "A."

If the rate adjustment is found acceptable, it shall only be effective for Task Orders (not Change Orders) executed after the rate adjustment has been approved by the Board of County Commissioners. Therefore, any Change Orders executed after the approved rate adjustment shall continue to utilize the rates effective at the time of their originating Task Orders.

1.12 – CONSULTANT'S DIRECT SALARIES

The Consultant's Direct Salaries under this Agreement are those attached hereto as Exhibit "B," entitled "Consultant's Direct Salaries," which Exhibit "B" is specifically made a part of this Agreement. The Consultant's Direct Salaries shall be the established rates for specific employees or the average rates for specific employment classifications utilized by the Consultant. The Consultant's Direct Salaries shall be subject to verification by a current payroll register or other appropriate payroll or salary records, if requested by the County. Those Direct Salaries which are based on average rates for specific employment classifications shall require supporting documentation which identifies the Consultant's employees within the specific employment classes and their respective wage rates. Within sixty (60) days after the first anniversary of the Effective Date of this Agreement, the Consultant may request in writing an adjustment to the rates delineated in Exhibit "B." Adjusted rates for Direct Salaries, if any, shall not modify any limiting amount or maximum compensation amount established by any executed Task Order.

1.13 – NOTICE TO PROCEED

The term Notice to Proceed shall refer to a written document, executed by the County Administrator or his designee and issued to the Consultant, that shall notify the Consultant to commence work or to provide Consultant Services pursuant to a properly executed Task Order or Change Order. The time for performance of Consultant Services or work required pursuant to any properly executed Task Order or Change Order shall commence to run from the date specified in the Notice to Proceed.

SECTION 2 – TERM

Except as otherwise specified herein, this Agreement shall remain in full force and effect for a period of **three years, with two one-year options to renew,** from the effective date of this

Agreement ("Effective Period"), unless terminated earlier as otherwise provided in this Agreement. The effective date for this Agreement shall be **October 1, 2023.**

Where applicable, in the event that a properly executed Task Order initiated within the term of the Agreement or Change Order to such Task Order requires or expressly permits work to be performed by the Consultant after termination of the Agreement, such Task Order or Change Order shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in said Task Order or Change Order. No new Task Orders may be issued, however, during this extension period.

SECTION 3 – CONSULTANT'S RESPONSIBILITIES

The obligations of the Consultant with respect to all Consultant Services authorized pursuant to this Agreement and any Task Order(s) and/or Change Order(s) issued thereof shall include, but not be limited to, the following:

3.1 – LICENSES

The Consultant agrees to maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Pasco County, Florida, including, but not limited to, licenses required by the respective regulatory boards and/or other governmental agencies responsible for regulating and licensing the Consultant Services provided and performed by the Consultant pursuant to this Agreement.

3.2 – PERSONNEL

(1) QUALIFIED PERSONNEL
The Consultant agrees that when services to be provided and performed pursuant to this Agreement relate to Consultant Services which, under the Florida Statutes, require a license, certificate of authorization, or other form of legal entitlement to practice such service, the Consultant will employ and/or retain only qualified personnel to be in responsible charge of all such services.

(2) CONSULTANT'S PROJECT DIRECTOR
The Consultant agrees to employ and designate in writing a qualified, and if required by law, a licensed professional, to serve as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating, and administering all aspects of the services to be provided and performed under this Agreement and any Task Order(s) and/or Change Order(s) issued thereof. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements, acceptable to the County, have been furnished to the County in writing.

(3) REMOVAL OF PERSONNEL FROM WORK ON THE PROJECT
The Consultant agrees, within seven (7) calendar days of receipt of a written request from the County, to promptly remove and replace the Consultant's Project Director, or any other personnel employed or retained by the Consultant, or personnel of any Subconsultant(s) engaged by the Consultant pursuant to this Agreement. The County may make such request for the removal of personnel with or without cause.

SECTION 4 – COUNTY'S RESPONSIBILITIES

Except as otherwise provided herein, the County's responsibilities are as follows:

4.1 – DESIGNATION OF AUTHORITY

The County hereby designates the County Administrator, or his designee, to act on the County's behalf with respect to the Scope of Services of this Agreement and any Task Orders or Change Orders issued thereunder, where applicable. The County Administrator, or his designee, shall have complete authority to transmit instructions, receive information, interpret, and define County's policies and decisions with respect to materials, elements, and systems pertinent to Consultant's services.

4.2 – DESIGNATION OF COUNTY PROJECT MANAGER

The County agrees, after execution of this Agreement, to properly advise the Consultant, in writing, of the person designated to serve and act as the County Project Manager pursuant to the provisions of Section 1.10 of this Agreement.

4.3 – INFORMATION PROVIDED BY THE COUNTY

The County shall provide, within a reasonable time from request of the Consultant, existing data, plans, reports, and other information in the County's possession or under the County's control which are necessary for the performance of the duties of Consultant in the Scope of Services, and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria, and other requirements that exist at the time of signing of this Agreement or which may develop during the performance of this Agreement.

The County shall make available to the Consultant all information and data relative to the Consultant Services to be provided pursuant to this Agreement in the County's possession, including the County's objectives and constraints, previous studies, surveys, aerial photographs, maps, environmental reports, photographs, analytical data, and any other relevant information requested by the Consultant in writing.

4.4 – ACCESS TO COUNTY PROPERTY

The County agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access to County property, facilities, buildings, and structures to enable the Consultant to provide and perform any required Consultant Services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with County operations, or the operations carried on by others under a lease, or other contractual arrangements with the County, or in such a manner to adversely affect the public health, safety, or welfare.

SECTION 5 – COMPENSATION AND METHOD OF PAYMENT

The County shall pay the Consultant for all authorized Consultant Services rendered hereunder by the Consultant and any Subconsultant(s) and completed in accordance with the requirements, provisions, and/or terms of this Agreement, Task Order(s), Modification(s), and/or Change Order(s) and in accordance with the provisions delineated below. The Consultant acknowledges that Consultant Services will be requested on an as-needed basis and agrees that it will not be entitled to make any claim for damages or loss of profits due to the amount of work assigned during the term of the Agreement.

5.1 – PAYMENT METHODS

The fee paid to the Consultant shall be based on one of the following methods or any combination thereof as determined by the County in its sole discretion:

(1) LUMP-SUM PAYMENT METHOD

The County may pay a negotiated fixed-price amount for an executed Task Order as a Lump Sum. The Lump-Sum compensation amount will be estimated based on the Standard Hourly Rates cost for work performed on a Task Order in accordance with the rates established in Exhibit "A". A negotiated Lump-Sum compensation amount shall be delineated in the executed Task Order. The Lump-Sum Compensation Method shall anticipate that all costs for the Consultant Services required are known and that no modifications to the established Lump-Sum amount will be necessary. The established Lump-Sum amount shall include all the Consultant's costs, including Direct Salaries (as defined on Exhibit "B"), Overhead, Operating Margin, Reimbursable Expenses, and charges, and profit. The County may also elect to apply the Lump-Sum Compensation Method on a line-item basis for a particular service or activity as defined within an individual Task Order, Change Order, or Modification to the Agreement. If the Lump-Sum Compensation Method is used, no additional documentation regarding costs for work will be required to be attached to the Consultant's invoices for Lump-Sum payment for the Task Order or Change Order or for a specific line item or items within a Task Order or Change Order.

(2) NOT TO EXCEED PAYMENT METHOD

The County will pay the Direct Salaries for work provided or services performed on an executed Task Order in accordance with the rates delineated in Exhibit "B," subject to a Not-to-Exceed Amount, which shall be delineated in said Task Order. In addition to payment of the aforementioned Direct Salaries, the County shall pay the Consultant an Overhead Rate as established pursuant to subsection (3) below, plus an Operating Margin defined in this Agreement, plus Reimbursable Expenses in accordance with the provisions of subsection (4) below, plus Subconsultant Charges in accordance with the provisions of subsection (6) below, plus profit. Operating Margin and Overhead Rate shall not be allowed on any premium portion of overtime or on any Reimbursable Expenses or Subconsultant Charges. In no event shall the established Not-to-Exceed method be increased except through the issuance of a new Task Order or Change Order approved by the County. The Consultant shall not be required to incur costs in excess of the Not-to Exceed amount without such County approval. The County may also elect to apply the Not-to-Exceed method on a line-item basis for a particular service or activity defined within an individual Task Order or Additional Service defined within a Change Order. If the Not-to-Exceed Method is used, additional documentation is required by the County (e.g., payroll sheets) regarding costs of work is required to be attached to the Consultant's invoices for Not-to-Exceed payment of a Task Order or specific line item within a Task Order.

(3) OVERHEAD RATE

In determining the Overhead Rate to be paid to the Consultant, it is the County's expressed intention to utilize the audit information compiled by the Florida Department of Transportation ("FDOT") pursuant to its Qualification, Selection, and Performance Evaluation requirements for consultants in accordance with Chapter 14-75 of the Florida Administrative Code. The overhead rate to be paid by the County shall be as established in Exhibit "C," which is provided in accordance with the audit information supplied by the FDOT and shall not exceed the uniform Overhead Rate cap established by the FDOT. In the event the Consultant has not supplied audit information to the FDOT in accordance with Chapter 14- 75 of the Florida Administrative Code, the County shall establish the Overhead Rate to be paid in each executed Task Order, which rate may be less than the current uniform Overhead Rate cap established by the FDOT. At the County's election, the parties may also agree at the outset of the Agreement to an alternative method for determining overhead. A lower overhead rate may be used, if submitted by the Consultant and approved by the County.

(4) REIMBURSEABLE EXPENSES

The County shall pay the Consultant for Reimbursable Expenses in accordance with the provisions of this Section. The term Reimbursable Expenses shall mean the Consultant's and/or the Subconsultant(s)'s out-of-pocket costs for items directly charged to any Task Order initiated pursuant to this Agreement including, but not limited to, charges for printing services and copying (both in-house or subcontracted), fees, and per diem and travel expenses of the Consultant's employees not to exceed the statutory limits

delineated in Chapter 112.061, Florida Statutes.

The County shall only compensate the Consultant for Reimbursable Expenses which are directly charged to tasks performed pursuant to this Agreement, and/or any executed Task Order or Change Order, which are not included in the Consultant's Overhead Rate, and which are consistently charged to all clients. The County, in its sole discretion, may require the Consultant to verify and/or provide supporting documentation which demonstrates that Reimbursable Expenses for which compensation has been sought have been generated or originated from or by a task performed pursuant to this Agreement. If the Consultant seeks compensation for CADD, PC'S or Facilities Capital Cost of Money (FCCM) as a Reimbursable Expense, the cost basis for the unit rates used for such items must be fully supported by appropriate documentation. Except as provided in Exhibit "B," all Reimbursable Expenses shall be charged at the actual cost to the Consultant.

(5) ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided or performed under a Task Order issued pursuant to this Agreement, or pursuant to any other method utilized by the parties for determining the original costs of work or services to be provided or performed by the Consultant, must be approved in writing by the Board of County Commissioners at a regularly scheduled meeting of said Board of County Commissioners. If such additional costs are not authorized by the Board of County Commissioners in writing, no payment, reimbursement, or compensation for such additional costs shall be tendered by the County to the Consultant.

(6) SUBCONSULTANT CHARGES

The professional services of any Subconsultant(s), whose expertise is required within the scope of the Consultant's work under this Agreement, will be paid in accordance with the fees identified in the individual Task Order(s) or Change Order(s) for such services.

The use of any Subconsultant(s) referenced in the above paragraph must be approved in writing by the County Administrator or his designee before such Subconsultant(s) may be retained by the Consultant.

5.2 – TERMS OF PAYMENT

(1) MONTHLY INVOICES

The Consultant shall be entitled to submit no more than one invoice statement to the County each month covering services rendered during the preceding month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, Task Order(s), or Change Order(s) issued hereunder. The Consultant's invoice statements shall contain amount of work and description of services(s) provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set

forth in this Agreement. If the Consultant has been issued more than one Task Order or Change Order pursuant to this Agreement, the Consultant shall submit separate invoices to the County for the specific services performed for each specific Task Order or Change Order.

Payment for services rendered during any billing period by the Consultant shall be due and payable by the County in accordance with the provisions of Chapter 218, Part VII, Florida Statutes (the Local Government Prompt Payment Act). In the event that federal aid is a source of funds for payment, then 49 CFR § 26.29 will also be applicable.

(2) PAYMENT FOR SERVICES PERFORMED

The County shall pay the Consultant on the basis of services completed for tasks set forth in any Task Orders and any Change Orders agreed upon by the Consultant and the County. Payments shall be made for the Consultant's work-in progress or completed service items based on the agreed method of compensation as outlined in the Task Order or Change Order.

When the Lump-Sum Payment Method is used for a particular service or activity within the Task Order or a Change Order, the County shall pay the Consultant for services performed for tasks set forth in the Task Order or Change Order on the basis of the invoice statement covering the Consultant's work-in-progress expressed as a percentage of the total cost of the work and/or services required for each task involved. All such work-in-progress percentages are subject to review and approval by the County Project Manager. The decision of the County shall be final as to work-in-progress percentages to be paid. Payment by the County for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the County of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying, or otherwise completing the work and services consistent with the standard of care (as defined in Section 8) required for each task before receiving final full payment, whether or not previous work-in-progress payments have been made by the County.

(3) PAYMENT SCHEDULE

In accordance with the provisions the Local Government Prompt Payment Act, within forty-five (45) days of receipt of an invoice, the County shall issue payment to the Consultant as invoices are provided from the Consultant, which invoices must be in acceptable form and must contain the requested detailed description of charges. Should the County object or take exception to the amount of the Consultant's invoice statement, the County shall notify the Consultant of such objection or exception within twenty (20) business days from date of payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said twenty (20) business-day period, the County, as represented by the County Project Manager, shall have the authority to withhold the disputed amount and make payment to the Consultant of any amount not in dispute. Payment of any disputed amount, or adjustment thereto

resolved by mutual agreement of the parties, will be paid in accordance with the Local Government Prompt Payment Act.

SECTION 6 – TASK ORDERS

The work and/or services to be provided and performed under this Agreement are Task Order driven. If and when the County requires the professional services of the Consultant, individual Task Orders or Orders will be approved by the County, by the County Administrator, or by the Purchasing Director, when applicable. For purposes of this Agreement, the Purchasing Director and County Administrator are specifically delegated authority by the County to issue and approve Task Order(s) for Consultant Services up to the allowable amount provided in the County's Purchasing Ordinance. The completion date for an individual Task Order will be specified in the Notice to Proceed. The completion date for an individual Task Order may be extended, in writing, by the County at a regularly scheduled meeting of the Board of County Commissioners or by the County Administrator, as provided herein.

For each Task required for a specific project, the County shall provide the Consultant a detailed description of the services to be performed, the method of payment to be utilized in accordance with this Agreement, and the time and cost limitations for such task, if appropriate. The Consultant shall respond in writing to such detailed description by describing the proposed Scope of Work, staffing, schedule, total compensation, and the number and type of deliverables that are required to complete the described services. If the response from the Consultant is acceptable, the County may issue a Task Order to the Consultant containing the agreed-upon scope of work, staffing, schedule, time of performance, total compensation, method of payment, and deliverables.

Each Task Order shall be numbered consecutively and shall reference this Agreement. In the event of any conflict, the provisions of this Agreement will control over conflicting provisions of any Task Order. Each Task Order, after execution by the Board of County Commissioners, the County Administrator, or the Purchasing Director, shall become a supplement to and a part of this Agreement.

SECTION 7 – TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance, provision, and completion of the required Consultant Services, work, and materials is vitally important to the interests of the County. Time is of the essence for all the duties and obligations contained in this Agreement. The County may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain, and/or assign an adequate number of qualified personnel throughout the period this Agreement is in effect so that all Consultant Services will be provided and performed in a timely and diligent manner. If the Consultant fails to commence, provide, perform, and/or complete any service required under this Agreement in a timely and diligent manner as determined by the County, or within a specified time period delineated in executed

Modification(s), Task Order(s), or Change Order(s), the County may consider such failure as a material breach of this Agreement. In such an event, the County, in its sole discretion, may terminate the Agreement.

The Consultant, at all times that this Agreement is in effect, shall ensure that sufficient time remains in the project schedule within which to complete the services required and authorized by any given Task Order(s). In the event there are delays which would modify or extend a scheduled Task Order completion date, the Consultant shall, within seven (7) calendar days of discovery of such delay, submit a written request to the County seeking a time extension to complete a delayed project, which request shall specifically identify the reason(s) for the delay and the amount of time related thereto.

In the event the specified time of performance for a given Task Order or Change Order expires and the Consultant has not requested a time extension, or if the County has denied a request for a time extension in writing, partial progress payments will be stopped on the date time expires.

SECTION 8 – STANDARDS OF PROFESSIONAL SERVICE

The work and services to be provided and/or performed by the Consultant shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards, or other guidelines issued by any governmental agency having jurisdiction over all or a portion of any work performed under this Agreement in effect at the time of the performance of the Consultant Services. All final documents, reports, studies, or other data prepared by the Consultant shall bear a professional's seal/signature in accordance with the applicable Florida Statutes and/or any applicable Administrative Rules promulgated by the Florida Department of Business and Professional Regulation (where applicable).

SECTION 9 – CONSULTANT'S QUALITY CONTROL

9.1 – RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion in accordance with the mutually agreed upon schedule, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, and other services, work, and materials performed, provided, and/or furnished by the Consultant, or any Subconsultant(s) utilized by the Consultant, pursuant to this Agreement.

Upon written notice from the County, the Consultant shall, without additional compensation, correct, redo, or revise any rendered Consultant Services that do not comply with the standard of care defined in Section 8 in such data, studies, calculations, estimates, plans, work, and materials resulting from the negligent act, errors or omissions, or intentional misconduct of the

Consultant.

If the Consultant does not correct the rendered Consultant Services that do not comply with the standard of care in Section 8 within the time specified in the County's written notice, the County may have the deficiency corrected. All direct or indirect costs of such correction shall be paid by the Consultant or deducted from payment due to the Consultant.

If any work or submittal prepared by the Consultant contains rendered Consultant Services that do not comply with the standard of care in Section 8 and the Consultant fails to correct such work or submittal within the time period established for completion in the notice to correct or the Task Order(s) requiring such work or submittal, the County, in its discretion, may terminate this Agreement.

9.2 – COUNTY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, or acceptance by the County of data, studies, calculations, estimates, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Consultant shall in any way relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its services, work and/or materials, or the services, work and materials. Neither the County's review, approval, or acceptance of, nor payment for, any of the Consultant's work, services, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action the County may have arising out of the performance of this Agreement.

The Consultant agrees and recognizes that the County shall not be held liable or responsible for any claims which may result from any rendered Consultant Service that do not comply with the standard of care in Section 8 of the Consultant, in which the County participates either through review of or concurrence with the Consultant's actions. In reviewing, approving, or rejecting any submissions or other work prepared by the Consultant, the County in no way assumes or shares any of the responsibility or liability of the Consultant under this Agreement.

SECTION 10 – REPORTS AND REVIEWS

10.1 The County may, at any time, require the Consultant to report in writing in a format approved by the County on the status and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, the County may require the Consultant to provide an estimate of the overall percentage of completion.

10.2 The County will monitor the Consultant's work product for compliance with project standards and criteria and may make comments and recommendations to the Consultant regarding the work. However, any such monitoring or comments and recommendations by the County, or absence thereof, shall not relieve the Consultant of any of its obligations under this Agreement. The Consultant retains sole authority and responsibility for the adequacy and accuracy of its Consultant Services in accordance with generally accepted practices.

SECTION 11 – WORK WITHIN COUNTY PROPERTY / CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT OR ITS SUBCONSULTANTS

11.1 As applicable, the Consultant, any Subconsultant retained by Consultant, or any other person, firm, corporation, or other entity that contracts with or provides goods or services to the Consultant in connection with the work required to be performed pursuant to this Agreement shall perform all work within only the County-owned right-of-way(s) and/or any County easement(s), or as permitted by this solicitation or by law.

11.2 The Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the County, any property damage arising out of, or caused by, the willful misconduct or negligent acts of the Consultant and/or its Subconsultant(s). The County reserves the right, should the Consultant fail to make such repairs and/or replacements within a reasonable period of time, to cause such repairs and/or replacements to be made. All costs and expenses associated with having such repairs and/or replacements performed shall be paid for by the Consultant directly or via reimbursement to the County from the Consultant.

SECTION 12 – DOCUMENTS

The documents comprising this Agreement between the County and the Consultant consist of the following:

1. This Professional Services Agreement and its Exhibits.
2. Any written amendments, modifications, or addenda to this Agreement.
3. Any Task Orders and Change Orders issued pursuant to this Agreement and executed by the County and the Consultant.
4. Request for Statements of Qualifications – **RSQ-KM-23-060**, including any written addenda.

SECTION 13 – COMPLIANCE AND AGREEMENT WITH LAWS AND REGULATIONS

13.1 The Consultant shall observe and comply with all applicable federal and state laws, County and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project and all work performed pursuant to this Agreement, including but not limited to the federal and state provisions specifically provided for in the solicitation. All applicable federal, state, and local laws and ordinances are deemed to be included in this Agreement the same as though herein written out in full.

13.2 The Consultant shall give all notice and comply with all laws, ordinances, rules, and regulations applicable to the Consultant Services. If the Consultant observes that any of the Contract Documents or executed Task Order or Change Order are contradictory to such laws, rules, and regulations, the Consultant will notify the County Project Manager promptly in writing. An appropriate Change Order or Modification shall then be used to institute any

necessary changes. If the Consultant performs any work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations and without such notice to the County Project Manager, the Consultant shall bear all related costs.

SECTION 14 – PROHIBITION AGAINST CONTINGENCY FEES

In accordance with the provisions of section 287.055 of the Florida Statutes, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15 – TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

The Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price, and any additions thereto, shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to section 287.133, Florida Statutes, verifying its eligibility for award of an Agreement. The County may exercise its rights under this "certification" within one (1) year following final payment.

Pursuant to subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant agrees to include this provision in all contracts it issues as a result of this Agreement.

SECTION 16 – NON-DISCRIMINATION

Pursuant to subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract

to provide any goods or services to the state or any department or agency of this state ("public entity"); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Consultant agrees to include this provision in all contracts issued as a result of this Agreement.

SECTION 17 – SCRUTINIZED COMPANIES

(1) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

By signing this Agreement and/or accepting any Task Order, the Consultant certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The Consultant agrees to notify the County if placement on any of the aforementioned lists occurs or if the Consultant is engaged in a boycott of Israel or has business operations in Cuba or Syria.

The County may terminate this Agreement if the Consultant certification above is found to be false; has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria. In addition to possible termination of this Agreement based on the above grounds, the County will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

SECTION 18 – COMPLIANCE WITH PUBLIC RECORDS ACT

The Consultant shall allow public access to documents and materials made or received pursuant to this Agreement by either party in accordance with the Public Records Act, Chapter 119,

Florida Statutes. To the extent required by section 119.0701, Florida Statutes, the Consultant shall (1) keep and maintain public records required by the County to perform the service; (2) upon request by the below County custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Consultant, all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PROJECT MANAGEMENT, DONNA HOLDREGE AT 727-834-3604, EXT. 1632, DHOLDREGE@PASCOCOUNTYFL.NET, OR 5418 SUNSET ROAD NEW PORT RICHEY, FL 34652.

Under Florida law, a consultant who fails to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

SECTION 19 – RETENTION OF DOCUMENTS

Upon payment of any compensation due for completed and accepted work, all documents prepared or obtained under this Agreement will be considered the property of the County without restriction or limitation on their use and shall be made available upon request to the County at any time.

19.1 Said records and documentation shall be retained by the Consultant and made available to the County for a minimum of five (5) years from the date of completion of the work. The County shall have the right to audit, inspect, and copy all such records and documentation as often as the County deems necessary during the term of this Agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the Consultant shall retain records and supporting documentation until further notified.

19.2 For those projects funded by State funds, the Consultant agrees to cooperate with any audit(s) requested by the State Auditor General's Office or, in the instance of federal funding, by the funding agency.

SECTION 20 – CONFLICTS OF INTEREST

The Consultant represents that it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of the services required by this Agreement, and which interest has not been disclosed to the County in writing. The Consultant expressly agrees that, throughout the Effective Period, it shall not acquire an interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, or which would conflict with any interest of the County. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance. In addition, the Consultant shall require all Subconsultants to comply with the provisions of this Section.

If the Consultant is about to engage in representing another client, whom it in good faith believes could result in a conflict of interest with the work being performed by the Consultant pursuant to this Agreement, then the Consultant shall promptly bring such potential conflict of interest to the County's attention, in writing. The County will advise the Consultant within twenty (20) calendar days, in writing, if such conflict of interest exists. If the County determines that a conflict of interest exists, the Consultant and/or any Subconsultant shall decline the representation upon the County's written notice. If the County determines that there is no such conflict of interest, then the County shall give its written consent to such representation.

In the event the Consultant fails to advise or notify the County, as provided hereinabove, of representation which could, or does, result in a conflict of interest, or should the Consultant fail to decline such representation upon the County's written notice, the County may, in its sole discretion, terminate this Agreement in accordance with the provisions of Section 23 below.

SECTION 21 – INSURANCE

The Consultant shall not commence any work pursuant to this Agreement until satisfactory proof of all insurance required hereunder has been provided to and approved by the County. It shall be the responsibility of the Consultant to ensure that all Subconsultant(s) performing services pursuant to this Agreement comply with the insurance requirements of this provision. The Consultant shall furnish to the County certificate(s) of insurance in the form required by County and, if requested by the County, shall provide copies of the required insurance policies, redacted for confidential and/or proprietary information as defined under Chapters 119, 688, and 812, Florida Statutes. The certificate(s) of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) calendar days' prior written notice to the County, as provided below. All certificate(s) of insurance shall be signed by a person authorized by that

insurer to bind coverage on its behalf.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) calendar days' prior written notice by certified mail (return receipt requested) has been given to the County to the attention of the Pasco County Risk Manager, Internal Services Building, 7536 State Street, Suite 111, New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of this Agreement, a renewal certificate shall be issued within thirty (30) calendar days prior to said expiration. Compliance with the foregoing requirements shall not relieve the Consultant of any liability and/or other obligations pursuant to this Agreement. Neither approval by the County, nor a failure to disapprove insurance certificates or policies furnished by the Consultant, shall release the Consultant from full responsibility of all liability or its obligations under this Agreement.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the County. All policies of insurance required by this Agreement shall be primary insurance with respect to the County, its officials, agents, or employees. Any insurance or self-insurance maintained by the County or its officials, agents, or employees, shall be in excess of the Consultant's insurance and shall not contribute with it. All policies of insurance required by this Agreement, except Workers' Compensation and Errors and Omissions Liability, shall specifically provide that Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy and shall contain a provision for severability of interests. The County shall also be listed as a certificate holder. All insurance policies required herein shall apply to all operations, activities, or use by the Consultant or anyone employed by, contracting with, or acting at the Consultant's direction or supervision. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the County.

Any deductibles or self-insured retentions must be declared and approved by the County and are the responsibility of the Consultant. The minimum kinds and limits of coverage to be carried by the Consultant throughout the term of this Agreement shall be as follows:

21.1 – WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Consultant and all Subconsultants shall take out and maintain, during the life of this Agreement, Worker's Compensation Insurance for all employees working on this Agreement. Coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of $100,000.00 each accident. The insurer shall agree to waive all rights of subrogation against the County, its officials, agents, and employees. In case any employee is engaged in any hazardous work pursuant to this Agreement and is not protected under the Workers' Compensation statute, the Consultant and any

Subconsultant(s) shall provide for adequate insurance coverage to protect these employees, as required under Florida law.

21.2 – COMMERCIAL GENERAL LIABILITY INSURANCE

The Commercial General Liability Insurance shall include premises and/or operations, products and/or competed operations, broad form of property damage, XCU coverage, independent contractors, and contractual liability, and shall be written on an "occurrence basis."

Bodily injury and personal injury, including death:

- $1,000,000.00 each person
- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

21.3 – COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Comprehensive Automobile Liability Insurance shall include owned vehicles, hired, and non-owned vehicles, and employees' non ownership.

Bodily injury and personal injury, including death:

- $1,000,000.00 each person
- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

21.4 – PROFESSIONAL LIABILITY INSURANCE

The Consultant shall maintain during the term of this Agreement standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence. The County may require a higher limit, as mutually agreed to with the Consultant, for specific Task Orders or Change Orders.

SPECIAL INSTRUCTIONS: Occurrence form Professional Liability Insurance is highly preferred. However, in the event the Consultant is only able to secure claims-made Professional Liability Insurance, special conditions apply. All certificates of insurance must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, the Consultant shall be obligated by virtue of this Agreement to maintain insurance coverage in effect with no less than limits of liability nor any more restrictive terms and conditions for a period of

seven (7) years from the date of this Agreement. All Certificates of Insurance must clearly indicate whether the coverage is on a claim made or an occurrence basis.

SECTION 22 – SUSPENSION OF WORK

In addition to the County's contractual right to terminate this Agreement in its entirety as set forth above, the County may, at its convenience, stop, suspend, supplement, or otherwise change all, or any part of, the Consultant Services set forth herein. The County shall provide written notice to the Consultant to implement a stoppage, suspension, supplement, or change. If any engineering, professional, or consulting services covered by this Agreement to be carried out by the Consultant shall be suspended, abated, or terminated at the direction of the County for reasons unrelated to the quality of work provided by the Consultant, the County shall pay the Consultant for such services actually rendered prior to the suspension, abatement, or termination, and any reasonable additional costs incurred by the Consultant to effectuate an orderly closing of its activities, with the payment to be based insofar as possible on the fees established in this Agreement.

SECTION 23 – TERMINATION OF AGREEMENT BY THE COUNTY

The County may terminate this Agreement for any one or more of the following reasons:

1. If adequate progress on any phase of the Consultant Services is not being made by the Consultant as a direct result of the Consultant's failure to perform.
2. The quality of the Consultant Services performed by the Consultant is not in conformance with commonly accepted design codes and standards, standards of the County and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement and the particular services involved are considered by the County to be essential to the proper completion of the Consultant Services.
3. The Consultant or any employee or agent of the Consultant is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any Consultant Services that have been performed by the Consultant.
4. The Consultant becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.
5. The Consultant is in non-compliance with any other provision of this Agreement.

In the event of any of the causes described in Items (1) through (5) above, the County's Project Manager will send a written notice to the Consultant requesting that the Consultant show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the County within fifteen (15) calendar days of receipt by the Consultant of the show cause notice, the County may consider the Consultant to be in default and may immediately terminate this Agreement.

Notwithstanding any other provision of this Agreement, this Agreement and/or any Task Order(s) and/or any Change Order(s) may be terminated for any reason by the County giving

fourteen (14) calendar days' written notice to the Consultant of the County's intent to terminate. In the event that a task of this Agreement and/or any Task Order, and/or any Change Order is terminated, the County shall identify the specific Task Order and/or Change Order being terminated and the specific tasks and/or Task Order(s) and/or Change Order(s) to be continued for completion, pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized tasks and/or Task Order(s) and/or Change Order(s) which are to be continued to completion, unless the Agreement is terminated in full.

In the event of termination of this Agreement, the County shall compensate the Consultant only for: (1) all services performed and accepted by the County prior to the effective date of the termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in affecting the termination of services, including costs incurred by submittal to the County of project drawings, plans, data, and other documents.

The Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with services which are terminated, suspended, eliminated, or cancelled.

Upon termination of this Agreement by the County, the Consultant shall promptly deliver to the County copies of all then completed deliverable items and all plans, reports, studies, calculations, maps, graphics, and other documents that directly support the deliveries prepared by Consultant.

SECTION 24 – CHOICE OF LAW / VENUE

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be at the West Pasco Judicial Center, in Pasco County, Florida (State court matters) and the United States District Court in and for the Middle District of Florida – Tampa Division (Federal court matters).

SECTION 25 – SUCCESSORS AND ASSIGNS

The County and the Consultant respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the County.

SECTION 26 – ASSIGNMENT, TRANSFER, AND SUBCONTRACTS

Neither the County nor the Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. Except as otherwise authorized in this Agreement, the Consultant shall not subcontract any of its service obligations hereunder to third parties without the prior written approval of the County. The Consultant shall have the

right, subject to the County's prior written approval, to employ other persons and/or firms to serve as Subconsultants to the Consultant pursuant to the requirements of this Agreement. The County shall have the right and be entitled to withhold its approval of Subconsultants, but such approval shall not be unreasonably withheld.

SECTION 27 – EXTENT OF THE AGREEMENT

This Agreement represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may only be amended, supplemented, modified, changed, or canceled by a written instrument executed by both parties hereto.

SECTION 28 – NON-EXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract and the County may employ additional or other Consultant consulting firms to perform any work contemplated by this Agreement without liability to the Consultant.

SECTION 29 – INDEMNIFICATION OF THE COUNTY

For good and valuable consideration, the receipt of which is acknowledged, and notwithstanding the provisions of section 725.06, Florida Statutes, and in accordance with section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County and the County's Commissioners, officers, agents, and employees, harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The Consultant shall not be required to indemnify the County for any acts of the County's employees or agents not contemplated by section 725.08, Florida Statutes. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

This provision shall also pertain to any claim brought against the County by any employee of the Consultant, its subconsultant(s), or anyone directly or indirectly employed by any of them.

The Consultant's indemnification obligation under the provision shall not be limited in any way to the consideration hereunder, the agreed-upon prices as shown in any Task Order issued pursuant to this Agreement, or any other agreed payment or compensation amount, nor shall this indemnification be limited due to the Consultant's lack of sufficient insurance protection. The Consultant hereby acknowledges and expressly agrees that the compensation to be paid to the Consultant by the County pursuant to this Agreement

specifically includes compensation as consideration for the indemnification provided herein.

Subject to the provisions of section 768.28, Florida Statutes, and unless otherwise specifically enumerated herein or mutually agreed to through a Task Order, Change Order, or Modification, except in the case of Fraud, Gross Negligence, or Willful Misconduct, neither party shall be liable to the other for any Consequential, Special, or Incidental damages, including damages for Loss of Use, Lost Profits, or Loss of Expected Gains, however caused, known or unknown, anticipated or unanticipated.

This Section 29 shall survive the expiration or termination of the Agreement.

SECTION 30 – NOTICES

Any notices to be given under this Agreement shall be in writing and delivered by United States Mail to the respective addresses referenced above. All such notices shall be sent to the designated project managers for each party.

SECTION 31 – INDEPENDENT CONSULTANT

Neither the County nor any of its employees shall have any control over the conduct of the Consultant or any of Consultant's employees, except as herein set forth. The Consultant and any and all Subconsultants are and shall be Independent Contractors in and throughout the performance of all work and services provided and performed pursuant to this Agreement. As Independent Contractors, the Consultant's and the Subconsultant's agents, servants, or employees shall not be deemed agents, servants, or employees of the County.

The Consultant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement. The Consultant shall be responsible to the County for all the work or services performed by the Consultant, or any person or firm engaged as a Subconsultant pursuant to this Agreement. The County shall not be liable to any Subconsultant, or any other person, firm, corporation, or other entity that contracts with or provides goods or services to the Consultant in connection with the work required to be performed pursuant to this Agreement. The County shall not be liable to any Subconsultant, or any other person, firm, corporation, or other entity for debts or claims accruing to such parties against the Consultant pursuant to any work or services performed under this Agreement.

SECTION 32 – E-VERIFY PROGRAM

A contractor or consultant entering into a contract with a public entity (such as the County) is required to be registered with the U.S. Department of Homeland Security's E-Verify System and to utilize it to verify the work authorization status of all newly hired employees throughout the term of the contract. The contractor or consultant shall also be required to obtain and retain

affidavits from all subcontractors or subconsultants utilized during the contract verifying that they do not employ, contract with, or subcontract with any unauthorized aliens as that term is defined in 8 U.S.C.S. 1324a(h)(3). The failure to comply with this requirement constitutes grounds for termination of the contract and for such other penalties as provided under section 448.095, Fla. Stat.

If a public employer has terminated a contract with a contractor for failure to comply with the requirements of the paragraph above, the contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated.

The County reserves the right to request verification of compliance from its consultants and contractors during the term of its contract with the County and for a period of up to five (5) years thereafter. Should a County-retained consultant, contractor, and/or its subconsultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant, contractor and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the county as a result of such non-compliance. Compliance with this section is mandatory for all projects.

SECTION 33 – MAINTENANCE OF RECORDS / COOPERATION WITH STATE AUDITS

The Consultant shall keep and maintain its accounting records and supporting documentation related to the services, work, information, expenses, costs, invoices, and materials provided and/or performed pursuant to the requirements of this Agreement for a minimum of five (5) years from the date of termination or expiration of this Agreement. The County, its authorized agents and representatives of federal and state agencies funding the Agreement ("Agencies") shall, with reasonable prior notice, have the right to audit, inspect and copy all such accounting records and supporting documentation as often as they deem reasonably necessary during the effective period of the Agreement and during the five (5) year period after the date of final payment or termination hereof. Any auditing, inspections, or copying of the Consultant's accounting records and supporting documentation performed by the County or Agencies shall be conducted during normal business hours upon reasonable prior notice to the Consultant and shall be at the sole expense of the County or the Agencies.

The Consultant specifically acknowledges that by accepting a Task Order which will be funded through state funds, the Consultant and any subconsultants retained by it will agree to cooperate with any audit initiated by the Office of the Auditor General of the State of Florida or any successor office. Such cooperation includes any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

SECTION 34 – WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed as a waiver of any other breach and shall not be construed to be a modification of the terms of this

Agreement.

SECTION 35 – EMERGENCIES

In the event that the Consultant's services are activated or requested during an event that disrupts essential operations, or when there is a threat to the public's health, welfare, or safety, or when normal purchasing procedures are not possible, or when there is a local, state, or federal declared state of emergency, the provisions of Section 2-101 of the Pasco County Code of Ordinances and any declaration of emergency, and orders issued thereto, shall apply and shall supersede as necessary, the terms and conditions of this Agreement, except as to Exhibit "B."

SECTION 36 – FORCE MAJEURE

Neither the County nor the Consultant shall be liable for delay or their failure to perform hereunder due to circumstances beyond their respective control, such as Acts of God, governmental laws or orders, wars, riots, pandemics, national emergencies, strikes, or accidents. The County or the Consultant may suspend their respective performance under this Agreement as a result of a force majeure and shall resume performance as soon as is reasonably possible. The delayed party must notify the other party promptly upon the occurrence of any such circumstance and inform the other party of its plans to resume performance; otherwise, performance by the delayed party will not be considered excused pursuant to this Section.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes not due to its own fault or neglect, the Consultant shall notify the County in writing within seven (7) calendar days after commencement or discovery of such delay, stating the cause(s) therefore and requesting an extension of the Consultant's time of performance. Causes beyond the control of the Consultant shall include, but are not limited to, court orders and injunctions, actions or rulings of any federal, state or municipal authority (including the County) having jurisdiction over any project and/or any Force Majeure event as delineated in this Section.

Upon receipt of the Consultant's request for an extension of time for cause(s) beyond the control of the Consultant, the County Administrator shall have the discretion to grant an extension of time only if the County determines the delay encountered by the Consultant was not due to its own fault or neglect. All other extensions of time must be approved by the Board of County Commissioners.

No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Consultant's services for any cause whatsoever, including those for which the County, including any of its agents or employees, may be responsible in whole or in part, shall relieve the Consultant of its duty to perform or give rise to any right to damages or additional compensation from the County unless such additional compensation can be

sufficiently evidenced by the Consultant and first approved by the County, and evidenced by a properly executed written Change Order.

The Consultant's sole remedy against the County in the event of such interruption, interference, inefficiency, suspension, or delay in the commencement or progress of such services shall be the right to seek an extension of the time only as included in any affected Task Order, unless such additional compensation can be sufficiently evidenced by the Consultant and first approved by the County, and evidenced by a properly executed written Change Order. However, such extension shall not operate as a waiver of any other rights of the County. This section shall expressly apply to claims for early completion, as well as claims based on late completion. The County shall not be responsible for any consequential damages or loss in profits incurred by the Consultant from such delays.

SECTION 37 – OWNERSHIP OF DOCUMENTS

All documents, such as drawings, tracings, notes, photographs, computer files, plans, specifications, maps, evaluations, reports, and other records and data relating to this Agreement shall become the property of the County and shall be delivered by the Consultant to the County within thirty (30) calendar days of completion of the Project or within seven (7) calendar days of the County making a request for said document delivery, whichever is applicable. In the event the County gives the Consultant a written Notice of Termination pursuant to Section 23 of this Agreement, or upon issuance to the Consultant by the County of a written Modification or Change Order which deletes all or part of the work or services required, the Consultant shall deliver to the County any and all documents listed above with the mutual understanding and commitment by the County that compensation earned or owing to the Consultant for services provided or performed by the Consultant pursuant to this Agreement prior to the date of any such termination will be paid to the Consultant as provided in Section 23 and within sixty (60) calendar days of the date of issuance of the Notice of Termination.

The Consultant, at its expense, may make and retain copies of all documents delivered to the County for the Consultant's reference and internal use. The Consultant shall not use any of these documents and/or data or information contained therein on any other project or for any other client without the prior expressed written permission of the County.

SECTION 38 – HEADINGS

The headings of the articles, sections, subsections, exhibits, and/or attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, subsections, exhibits and/or attachments.

SECTION 39 – EVALUATION OF THE CONSULTANT

The County shall perform a performance evaluation of the Consultant. The evaluation shall be forwarded to the Consultant for their records.

SECTION 40 – SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 41 – EXECUTION IN COUNTERPARTS

For the convenience of the parties and to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

SECTION 42 – ENTIRE AGREEMENT

This Agreement, including all referenced exhibits and attachments hereto, any written amendments, modifications or addenda to it, and any Task Order or Change Order executed pursuant to it, together with the RSQ and any written addenda, constitutes the entire Agreement between the County and the Consultant and shall supersede, replace, and nullify any and all prior agreements or understandings, written and oral, relating to the matters set forth herein. Prior agreements or understandings, if any, shall have no force or affect whatsoever on this Agreement.

(The Remainder of this Page Intentionally Left Blank).

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Professional Services Agreement for solicitation number **RSQ-KM-23-060** effective the last day and year entered below, and effective **October 1, 2023**.

(SEAL)

ATTEST:

By: Heather Grimes, D.C.
Name: Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

By: _____
Mike Carballa
County Administrator

Date: 12/20/23

CONSULTANT:
WSP USA INC.

By: _____
Print: Robert Clifford
Title: SVP, FL Transportation Lead

APPROVED FOR LEGAL FORM & SUFFICIENCY
OFFICE OF THE COUNTY ATTORNEY
BY: _____
DATE: 12/11/23

WITNESSES:

_____
Sign Name

Bryan Anderson Director of Municipal Engineering
Print or Type Name and Title

_____
Sign Name

CHRIS WILSON ENVIRONMENTAL PLANNER
Print or Type Name and Title

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me by means of [**check one**] [X] physical presence or [ ] online notarization on this 12th day of OCT, 2023, by ***[as applicable, complete one of the choices below]***:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Robert M. Clifford, who executed the foregoing instrument as **[Title]** S.V.P. Florida Transportation of **[Corporation or Company Name]** , a **[check one]** [X] corporation [ ] limited liability company, organized under the laws of **[State]** , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [**Name of Partnership**] , a [**State**] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is X personally known to me or ____ has produced _____ as identification on behalf of [*Name of Corporation, Company, Partnership, Principal, as applicable*]:

NOTARY PUBLIC STATE OF FLORIDA
BRENDA GOLTERMANN
MY COMMISSION # HH 300232
EXPIRES: August 25, 2026

[Notary Stamp or Seal]

Brenda Goltermann
Signature of person taking acknowledgment

Brenda Goltermann
Name – typed, printed or stamped

(***This line is required to be completed by §117.05, F.S.***)

EXHIBIT A

STANDARD HOURLY RATES

EXHIBIT "A"

STANDARD HOURLY RATES

Positions	WSP
Administrative Personnel	$93.76
Senior Administrative Personnel	
CADD Personnel	
CEI Construction Manager	
Certified Bridge Inspector	
Civil Engineering Technician	$128.24
Designer	$147.62
Senior Designer	$174.89
Engineer	$165.87
Senior Engineer	$230.59
Environmental Scientist	
Senior Environmental Scientist	
Expert Witness Testimony	
Field Crew 2-Person	
Field Crew 3-Person	
Field Crew 4-Person	
GIS Analyst	
Inspectors	
Landscape Architect	
LiDAR Daily Rate (Equipment)	
LiDAR Daily Rate (Equipment)	
Management Level Personnel	$191.77
Senior Management Level Personnel	$280.20
Planner	
Principal Personnel	$379.58
Project Administrator	
Project Manager	
Senior Project Manager	$251.57
Public Relations Specialist	
Senior Inspectors	$119.98
Surveyor	
Senior Surveyor	
Technician	
Senior Technician	
Unmanned Autonomous System UAS Operator	

EXHIBIT B

SALARIES & REIMBURSEABLE COSTS

NOT APPLICABLE

EXHIBIT C

OVERHEAD RATE

NOT APPLICABLE

WSP USA INC.

SECRETARY'S CERTIFICATE

I, Hillary F. Jassey, Secretary of WSP USA Inc. (the "Corporation"), do hereby certify on behalf of the Corporation and not in my individual capacity that on August 4, 2020 the Board of Directors of the Corporation adopted the following resolution:

> "**RESOLVED**, that parties authorized by the Delegation of Authority may sign RFPs, RFQs and any resulting project contracts or amendments in accordance with the Delegation of Authority "

I further certify that the resolution has not been revoked and that, as the Florida Transportation District Business Line Leader of the Corporation, Robert M. Clifford is authorized by the Delegation of Authority to sign prime agreements, amendments, and task work orders, between Pasco County, through its Board of County Commissioners, and the Corporation.

This Certification is valid from 03 May 2023 until 31 December 2023, at which time the responsibilities and authority conferred by this certificate will expire.

Hillary F. Jassey
Secretary

05/03/2023
Date

Detail by Entity Name

Foreign Profit Corporation
WSP USA INC.

Filing Information

Document Number	829626
FEI/EIN Number	11-1531569
Date Filed	03/05/1973
State	NY
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	09/26/2025
Event Effective Date	10/01/2025

Principal Address

One Penn Plaza 4th Floor
New York, NY 10119

Changed: 01/07/2025

Mailing Address

One Penn Plaza
4th Floor
New York, NY 10119

Changed: 03/07/2023

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 07/02/1992

Address Changed: 07/02/1992

Officer/Director Detail

Name & Address

Title Secretary

Jassey, Hillary
One Penn Plaza
4th Floor
New York, NY 10119

Title Director

Benz, Gregory
One Penn Plaza
4th Floor
New York, NY 10119

Title Treasurer

Esposito, Andrew C.
One Penn Plaza
4th Floor
New York, NY 10119

Title VP

Lynn, Andrew
One Penn Plaza
4th Floor
New York, NY 10119

Title Director

Baker, Dennis
One Penn Plaza
4th Floor
New York, NY 10119

Title President & CEO

Odeh, David
One Penn Plaza
4th Floor
New York, NY 10119

Title Assistant Secretary

Unger, Laura
One Penn Plaza
4th Floor
New York, NY 10119

Title VP

Gardiner, Charles
One Penn Plaza
4th Floor

New York, NY 10119

Title ASSISTANT VICE PRESIDENT

HIDLE, MICHELLE YVONNE
862 E. HOSPITALITY LANE
SAN BERNADINO, CA 92408

Annual Reports

Report Year	Filed Date
2024	01/05/2024
2025	01/07/2025
2026	01/13/2026

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11/20/2006 -- Name Change	View image in PDF format
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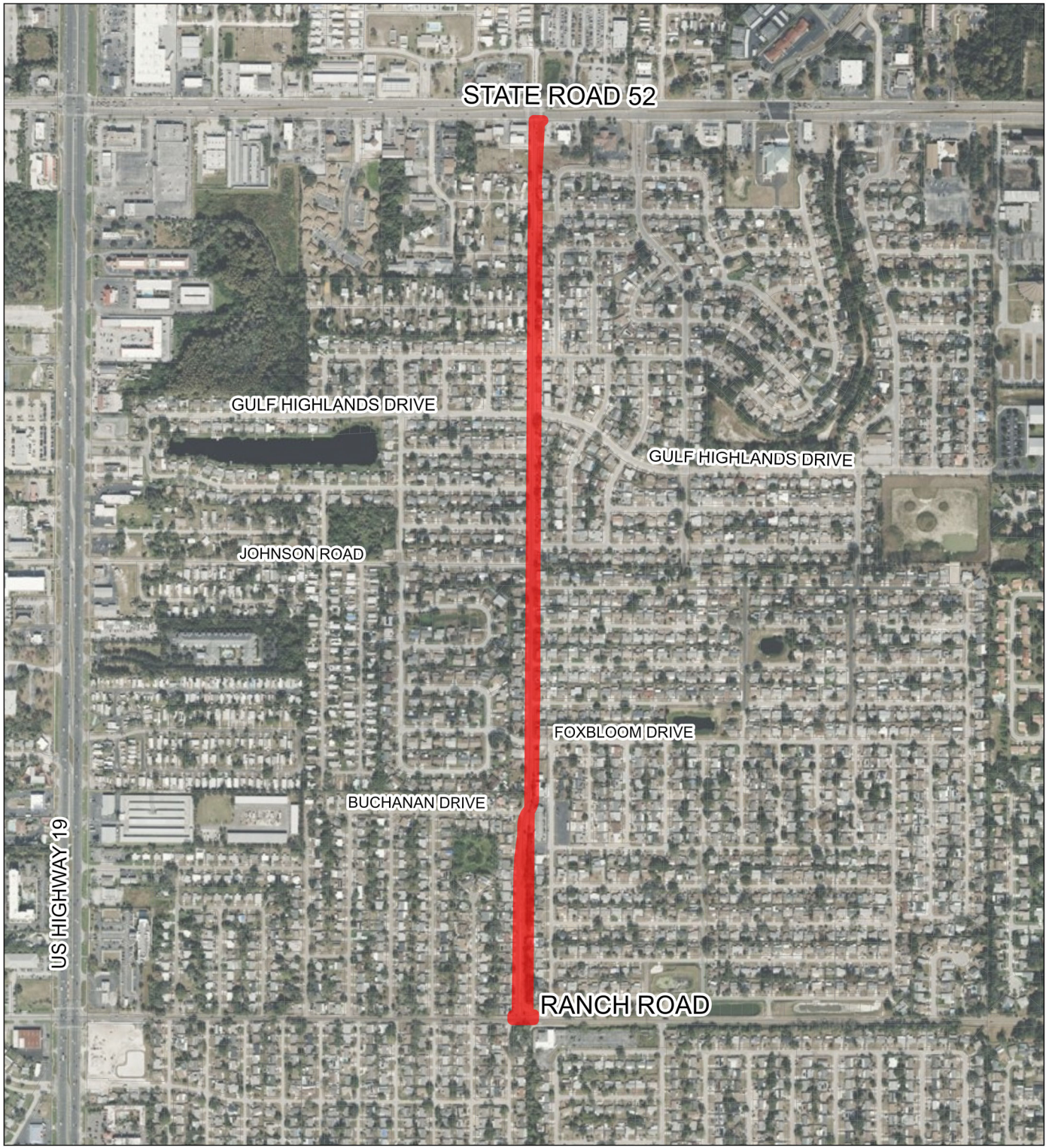
Florida Department of State, Division of Corporations



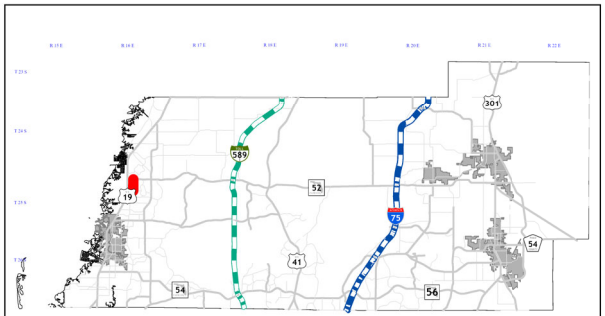
ZIMMERMAN ROAD SIDEWALK
(RANCH ROAD TO SR 52)

DESIGN AND POST DESIGN SERVICES

SUBJECT AREA

COMMISSION DISTRICT: 5

0 830 1,660
Feet



BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** TED26-0214 **DATE:** 6/16/2026

SUBJECT: Aerial Easement and Temporary Construction Easement – CSX Transportation, Inc. – Ridge Road Extension, from Sunlake Boulevard to U.S. Highway 41 – $25,451.00

REFERENCES: PMA24-0020, TED26-0034

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Panos Kontses, P.E., CPM, Interim Transportation Engineering Director

RECOMMENDED BOARD ACTION:

Authorize the acquisition of a perpetual Aerial Easement and a Temporary Construction Easement from CSX Transportation, Inc. and authorize the Chairman to execute the two easements. Direct the Clerk and Comptroller's Office to issue a check in the amount of $25,451.00, made payable to CSX Transportation, Inc., and mail to: Attn: Sara Wehbe, CSX Transportation, Inc., 500 Water St J-180, Jacksonville FL 32202, and direct Board Records to distribute as set forth under the Distribution section below.

Delegate to the County Administrator or designee the full authority to act on behalf of the County for any purpose described in this memorandum in order to complete the transaction contemplated herein, including, but not limited to the authority to execute amended easements, approve or revise legal descriptions and to execute a termination of the Temporary Construction Easement upon completion of the project.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On February 6, 2024, this Board awarded the Design-Build Agreement for the completion of Ridge Road Phase 2B, from Sunlake Boulevard to U.S. Highway 41 (PMA24-0020).

On January 6, 2026, the BCC approved the Construction Agreement between CSX Transportation, Inc. (CSX) and the County that outlines the terms and conditions under which the County will build, operate, and maintain a bridge over CSX's right-of-way (Project). The Construction Agreement requires the County to acquire from CSX all necessary easements required for the Project, which, in this instance, includes an Aerial Easement and a Temporary Construction Easement to construct and maintain the bridge over CSX's property.

The Aerial Easement allows the County to use a defined portion of CSX's property to build and maintain the Ridge Road bridge over the railroad corridor. CSX retains full rights to continue using the land and airspace outside the bridge envelope, and the County must meet CSX's construction, clearance, drainage, and future modification requirements. The Temporary Construction Easement allows the County to use a defined portion of CSX's property for construction access related to construction of the Ridge Road bridge. The Temporary Construction Easement terminates when the project is completed, or in three years, whichever occurs first.

CSX has agreed to convey the two easements to the County for the sum of $25,451.00, and has asked the County to issue payment, and CSX will deliver the original easement to the County for recording.

The Project Management Division of Transportation Engineering Department recommends approval.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $24,451.00 is budgeted and available for FY 2026 in the Mobility Fee Central ROW Fund, Second Local Option Fuel Tax Fund, TXIF - Transportation CIP Fund, Project Number 20435.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Mail the original, executed Aerial Easement and Temporary Construction Easement to:

Attn: Sara Wehbe
CSX Transportation, Inc.
500 Water St J-180
Jacksonville FL 32202

2. The Clerk & Comptroller will issue a check in the amount of $25,451.00, made payable to CSX Transportation, Inc., and mail to:

Attn Sara Wehbe
CSX Transportation, Inc.
500 Water St J-180
Jacksonville FL 32202

3. Electronically to:

a. Whitney Haddox, Pasco County, at whaddox@pascocountyfl.net
b. Ashley Diesz, Pasco County, at adiesz@pascocountyfl.net
c. Sara Wehbe, CSX Transportation, Inc., at sara_wehbe@csx.com
d. Heather Wolff, Real Property Manager, at hwolff@pascocountyfl.net

Upon receipt of the payment, Ms. Wehbe will deliver the fully executed original easements to:

Attn: Ashley Diesz
Pasco County Transportation Eng.
5418 Sunset Road
New Port Richey, FL 34652
Tel: 727-834-3604 Ext. 1621

Ms. Diesz will record the easements and deliver the original, recorded easements to Board Records, to retain.

ATTACHMENT(S):
1. TED26-0214 Aerial Easement Deed

2. TED26-0214 Temporary Construction Easement
3. TED26-0214 Location Map

Return to: Board Records Dade City

This instrument prepared by
or under the direction of:

Kim R. Bongiovanni
Assistant General Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202

DEED OF AERIAL EASEMENT

THIS AERIAL EASEMENT DEED, made as of _____ day of _____, 20___, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor," and PASCO COUNTY, an Agency or Subdivision of the State of Florida, whose mailing address is 37918 Meridian Avenue, Dade City, Florida 33525, hereinafter called "Grantee"; WITNESSETH:

> (Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT, for and in consideration of payment of the sum of TWENTY-FIVE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO/100 DOLLARS ($25,450.00), which is the full monetary consideration for this conveyance, and other valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, (a) non-exclusive AERIAL easement, on, over or across Grantor's property at Land O'Lakes, County of Pasco, State of Florida, hereinafter designated "the Box Easement", which Box Easement is more particularly described in Exhibit A, attached hereto and incorporated herein, for the purpose of use for Ridge Road new bridge extension over the rail corridor located at DOT# 976887B, milepost SR 819.5.

EXCEPTING and RESERVING unto Grantor, its successors and assigns, the right to continue to occupy, possess and use the land upon which the Box Easement is imposed for any and all existing and future purposes.

TO HAVE AND TO HOLD the Box Easement and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to any and all existing agreements, occupancies, easements, encroachments, ways and servitudes, any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across the Box Easement, and all agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:

EXCEPTING unto Grantor, its successors and assigns, airspace rights if any, above the Premises, which airspace lies above a horizontal plane, the elevation which begins at twenty- three (23) feet above the top of existing bridge which extends and is limited to the airspace required for the bridge appurtenances together with necessary lighting.

1. Said bridge, highway or roadway shall be constructed, maintained, repaired, renewed, reconstructed and/or removed in accordance with the provisions of that certain Agreement made between CSX Transportation, Inc. and Pasco County dated March 9th, 2026, and the Plans for the said improvements, which Agreement and Plans are on file in the respective offices of said parties; and the provisions of said Agreement shall survive delivery of this deed.

2. Grantee, its successors and assigns, shall provide and maintain, at Grantee's sole expense, drainage facilities in accordance with plans and specifications for said Road or Highway project, which plans and specifications are on file in the respective offices of the parties hereto, to prevent runoff and other surface waters collected on the Box Easement from flowing over Grantor's tracks and adjacent properties.

3. Grantee agrees that it shall not assess Grantor any stormwater fee associated with any drainage facilities, ditches or drainage structures associated or necessary due to the roadway. Furthermore, Grantee shall be responsible for any stormwater fees assessed by any County or State agency managing such systems.

4. If Grantee, its successors and assigns, desire to or is required to revise, renew, add to, expand or alter the bridge pursuant to this Easement, it shall submit plans for the same to Grantor's Chief Engineer or his authorized representative, and procure written approval thereof (which approval shall not be unreasonably withheld or delayed) before any such alteration or expansion is performed.

5. Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements on or adjacent to the Box Easement, or otherwise damage the same in any way.

6. Excluded from this grant are any and all rights of way for access, ingress or egress, whether by way of necessity, implication or otherwise, across, under or over any adjoining properties of

Grantor.

7. All road or highway structures shall be constructed, erected and maintained by Grantee, in, on or over the Box Easement to provide for a minimum vertical clearance of twenty-three (23) feet (from top of existing rail) and minimum lateral clearance of eighteen (18) feet (from center line of existing tracks).

8. If, at any time, the box Easement(s) herein granted, or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes for which granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instrument as provided or as hereafter may be required by law to clear title to the aforesaid property.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

ATTEST:

PASCO COUNTY

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

_____ _____

NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

Signed, sealed and delivered in the presence of:

CSX TRANSPORTATION, INC., a Virginia Corporation:

_____ By:_____
Print Name: Christina W. Bottomley
Print Title: Vice President of Business Development and Real Estate

_____ Attest _____ (SEAL)
Print Title:
Print Name:_____

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, _____ , a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Christina W. Bottomley (X) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me by means of (X) physical presence or ( ) online notarization first duly sworn, did make oath, acknowledge and say that: she is Vice President of Business Development and Real Estate of CSX Transportation, Inc., the corporation described in and which executed said instrument; she is fully informed of the contents of the instrument; she knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; she signed her

name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this _____ day of _____, 20__.

_____(SEAL)
Notary Public
Print Name:
My commission expires on:

EXHIBIT A

Description of Easement at: Pasco County, Land O'Lakes, Florida
To: Pasco County
CSXT Deed File No.: 2025-12825

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
PARCEL: 401 CSX RAILROAD
ESTATE: AERIAL EASEMENT
PURPOSE: RIGHT OF WAY

DESCRIPTION:
A PORTION OF THAT CERTAIN CSX RAILROAD RIGHT OF WAY LYING IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT (PLAIN) MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 00°07'28" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 15.92 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD (100-FOOT WIDE RIGHT OF WAY) ACCORDING TO THE FORMER TAMPA NORTHERN RAILWAY COMPANY RIGHT OF WAY AND TRACK MAP V.13-FLA. L-2; THENCE SOUTH 21°49'15" EAST, ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 910.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 21°49'15" EAST, ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 104.85 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 5783.70 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 81°21'38" WEST, 102.70 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°01'03", AND AN ARC LENGTH OF 102.71 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF SAID CSX RAILROAD; THENCE NORTH 21°49'15" WEST, ALONG SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.30 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 5681.45 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 81°36'08" EAST, 102.81 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°02'13", AND AN ARC LENGTH OF 102.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.241 ACRES, MORE OR LESS

THIS IS NOT A BOUNDARY SURVEY



CHAD A. COLSON, P.S.M.,
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
No. 7142

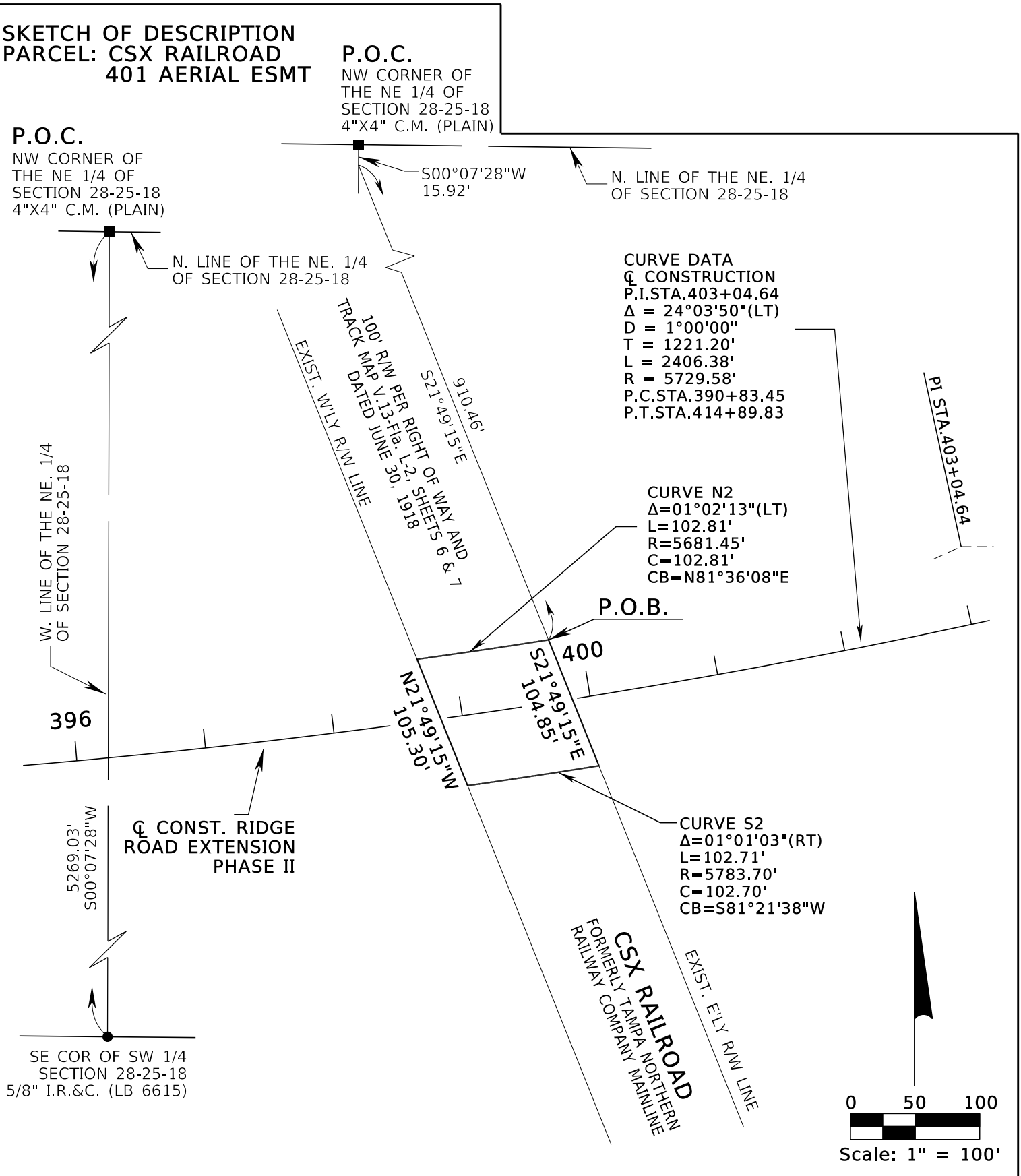
NV5, INC.
6200 LEE VISTA BLVD., SUITE 400, ORLANDO, FL 32822
LB No. 8246

NV5
6200 LEE VISTA BLVD.,
SUITE 400
ORLANDO, FL 32822
(407) 896-3317
WWW.NV5.COM

PREPARED FOR: PASCO COUNTY

DATE: 1/10/2025	DRAWN BY: G.KEANE
CHECKED: C. COLSON	JOB No.: 19-26513-960242
SCALE: N/A	SHEET 1 OF 3

SKETCH OF DESCRIPTION
PARCEL: CSX RAILROAD 401 AERIAL ESMT



SEC 28 , TWP 25 S, RGE 18 E

THIS IS NOT A BOUNDARY SURVEY

N|V|5

6200 LEE VISTA BLVD.,
SUITE 400
ORLANDO, FL 32822
(407) 896-3317
WWW.NV5.COM

PREPARED FOR: PASCO COUNTY	
DATE: 1/10/2025	DRAWN BY: G.KEANE
CHECKED: C.COLSON	JOB No.: 19-26513-960242
SCALE: 1" = 100'	SHEET 2 OF 3

SKETCH OF DESCRIPTION
PARCEL: 401 CSX RAILROAD

GENERAL NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.

2. BEARINGS AS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, AS BEING S00°07'28"W.

3. THIS SKETCH OF DESCRIPTION MAKES NO CLAIMS REGARDING OWNERSHIP OR RIGHTS OF POSSESSION.

4. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, COVENANTS AND/OR RESTRICTIONS NOT SHOWN HEREON, BUT FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

5. ALL RECORDING DATA SHOWN HEREON REFERS TO THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

6. SEE SHEETS 1 FOR LEGAL DESCRIPTION; SEE SHEET 2 FOR PARCEL SKETCH.

LEGEND:

C	= CHORD DISTANCE	PG.(PGS.)	= PAGE OR PAGES
CB	= CHORD BEARING	PI	= POINT OF INTERSECTION
C.C.R.	= CERTIFIED CORNER RECORD	P.O.B.	= POINT OF BEGINNING
C.M.	= CONCRETE MONUMENT	P.O.C.	= POINT OF COMMENCEMENT
CONST.	= CONSTRUCTION	P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
COR	= CORNER		
℄	= CENTERLINE	PT	= POINT OF TANGENCY
CR	= COUNTY ROAD	R	= RADIUS
Δ	= DELTA (CENTRAL ANGLE)	RGE	= RANGE
D	= DEGREE OF CURVE	R/W	= RIGHT OF WAY
I.R.&C.	= IRON ROD AND CAP	(RT)	= RIGHT
L	= LENGTH	SEC	= SECTION
L.A. R/W	= LIMITED ACCESS RIGHT OF WAY	SR	= STATE ROAD
No.	= NUMBER	STA	= STATION
O.R.B.	= OFFICIAL RECORD BOOK	TB	= TANGENT BEARING
P.B.	= PLAT BOOK	TWP	= TOWNSHIP
PC	= POINT OF CURVATURE	W/	= WITH
PCC	= POINT OF COMPOUND CURVATURE		

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6200 LEE VISTA BLVD.,
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THIS IS NOT A BOUNDARY SURVEY

PREPARED FOR: PASCO COUNTY

DATE: 1/10/2025	DRAWN BY: G.KEANE
CHECKED: C.COLSON	JOB No.: 19-26513-960242
SCALE: N/A	SHEET 3 OF 3

DEED OF TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT DEED, made this ___ day of _____, 20__, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and PASCO COUNTY, a political subdivision of the State of Florida, whose mailing address is 5418 Sunset Road, New Port Richey, Florida 34652, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT, for and in consideration of payment of the sum of ONE DOLLAR AND NO/100 DOLLARS ($1.00), which is the full monetary consideration for this conveyance, and other valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, (a) non-exclusive temporary access easement(s), on, over or across Grantor's property at Land O'Lakes, County of Pasco, State of Florida, hereinafter designated "the Easement(s)", which Easement(s) is/are more particularly described in Exhibit A, attached hereto and incorporated herein, for the purpose of use during the construction of the Ridge Road new bridge extension over the rail corridor located at DOT# 976887B, milepost SR 819.5. The term of this temporary access shall expire at the completion of the improvement project or three (3) years from date hereof, whichever first occurs.

EXCEPTING and RESERVING unto Grantor, its successors and assigns, the right to continue to occupy, possess and use the land upon which the Easement(s) is/are imposed for any and all existing and future purposes.

TO HAVE AND TO HOLD the Easement(s) and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to any and all existing agreements, occupancies, easements, encroachments, ways and servitudes, any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across the Easement(s), and all agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:

1. Said bridge, highway or roadway shall be constructed, maintained, repaired, renewed, reconstructed and/or removed in accordance with the provisions of that certain Agreement made between CSX Transportation, Inc. and Pasco County dated_____, and the Plans for the said improvements, which Agreement and Plans are on file in the respective offices of said parties; and the provisions of said Agreement shall survive delivery of this deed.

2. Grantee, its successors and assigns, shall provide and maintain, at Grantee's sole expense, drainage facilities in accordance with plans and specifications for said Road or Highway project, which plans and specifications are on file in the respective offices of the parties hereto, to prevent runoff and other surface waters collected on the Easement(s) from flowing over Grantor's tracks and adjacent properties.

3. Grantee agrees that it shall not assess Grantor any stormwater fee associated with any drainage facilities, ditches or drainage structures associated or necessary do to the roadway. Furthermore, Grantee shall be responsible for any stormwater fees assessed by any County or State agency managing such systems.

4. If Grantee, its successors and assigns, desire to or is required to revise, renew, add to, expand or alter the bridge pursuant to this Easement, it shall submit plans for the same to Grantor's Chief Engineer or his authorized representative, and procure written approval thereof (which approval shall not be unreasonably withheld or delayed) before any such alteration or expansion is performed.

5. Excluded from this grant are any and all rights of way for access, ingress or egress, whether by way of necessity, implication or otherwise, across, under or over any adjoining properties of Grantor.

6. All road or highway structures shall be constructed, erected and maintained by Grantee, in, on or over the Easement(s) to provide for a minimum vertical clearance of twenty-three (23) feet (from top of existing rail) and minimum lateral clearance of eighteen (18) feet (from center line of existing tracks).

7. If, at any time, the Easement(s) herein granted, or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes for which granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instrument as provided or as hereafter may be required by law to clear title to the aforesaid property.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

ATTEST:

PASCO COUNTY

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

_____ _____

NIKKI ALVAREZ-SOWLES, ESQ.
PASCO COUNTY CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

Signed, sealed and delivered
in the presence of:

CSX TRANSPORTATION, INC.:

_____

By:_____
Print Name: Christina W. Bottomley
Print Title: Vice President of Business Development and Real Estate

_____

Attest _____ (SEAL)
Secretary
Print Name:_____

This instrument prepared by
or under the direction of:

Kim R. Bongiovanni
Assistant General Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, _____ , a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Christina W. Bottomley (X) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me by means of (X) physical presence or ( ) online notarization first duly sworn, did make oath, acknowledge and say that: she is Vice President of Business Development and Real Estate of CSX Transportation, Inc., the corporation described in and which executed said instrument; she is fully informed of the contents of the instrument; she knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; she signed her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this _____ day of _____, 20___.

_____(SEAL)
Notary Public
Print Name:
My commission expires on:

EXHIBIT A

Description of Easement at: Pasco County, Land O'Lakes, Florida
To: Pasco County
CSXT Deed File No.: 2025-12825

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
PARCEL: 401A CSX RAILROAD
ESTATE: TEMP. CONSTRUCTION EASEMENT
PURPOSE: RIGHT OF WAY

DESCRIPTION:

A PORTION OF THAT CERTAIN CSX RAILROAD RIGHT OF WAY LYING IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT (PLAIN) MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 00°07'28" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 15.92 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF THE CSXRAILROAD (100-FOOT WIDE RIGHT OF WAY) ACCORDING TO THE FORMER TAMPA NORTHERN RAILWAY COMPANYRIGHT OF WAY AND TRACK MAP V.13-FLA. L-2; THENCE SOUTH 21°49'15" EAST, ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 857.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 21°49'15" EAST, ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 205.09 FEET A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 5829.58 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 81°15'18" WEST, 102.66 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°00'32", AND AN ARC LENGTH OF102.66 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE NORTH 21°49'15" WEST ALONG SAID EXISTING WESTERLY RIGHT OF WAY LINE A DISTANCE OF 205.97 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 5629.58 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 81°43'42" EAST, 102.86 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°02'49", AND AN ARC LENGTH OF102.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.472 ACRES, MORE OR LESS

THIS IS NOT A BOUNDARY SURVEY



CHAD A. COLSON, P.S.M.,
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
No. 7142

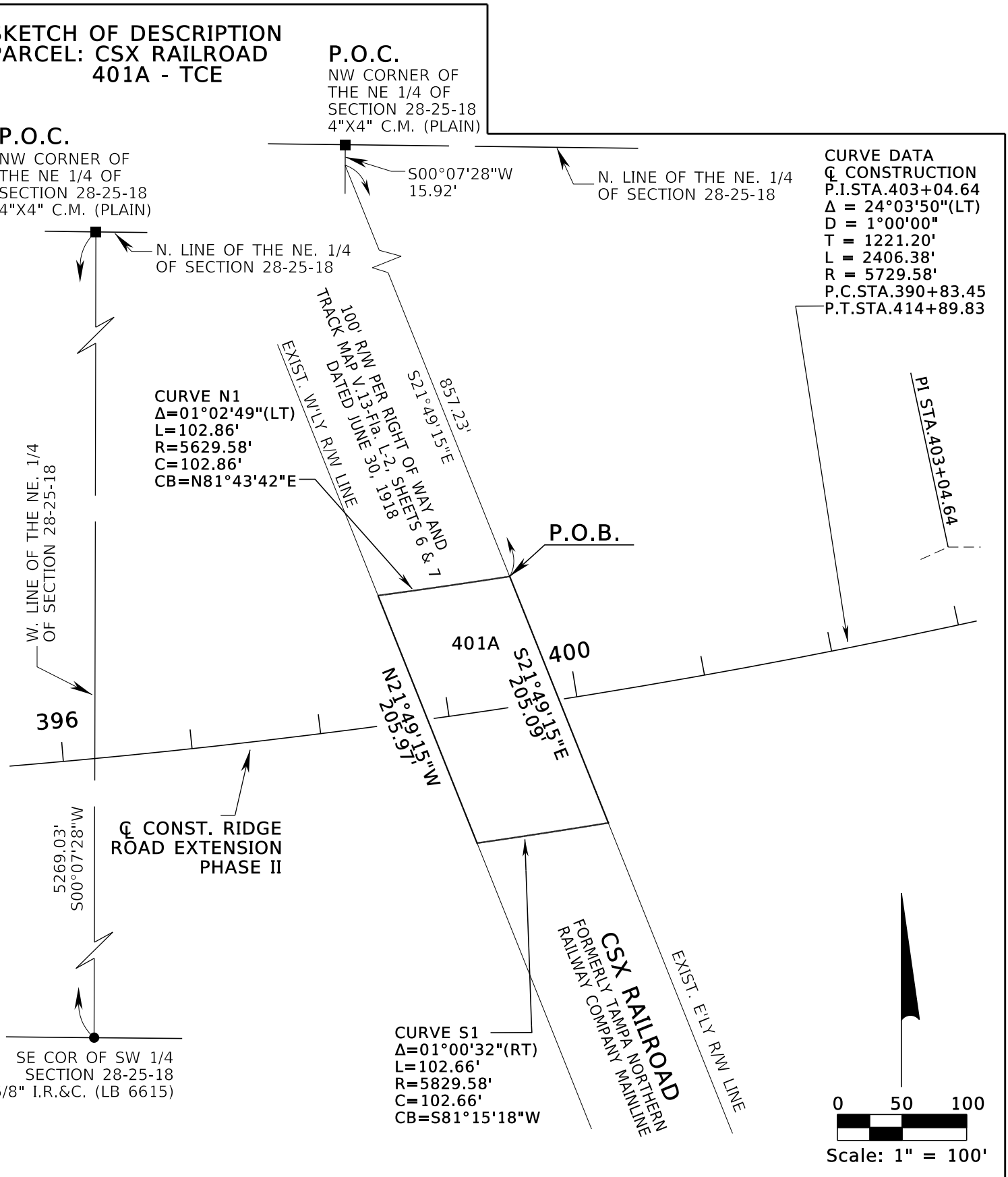
NV5, INC.
6200 LEE VISTA BLVD., SUITE 400, ORLANDO, FL 32822
LB No. 8246

NV5
6200 LEE VISTA BLVD.,
SUITE 400
ORLANDO, FL 32822
(407) 896-3317
WWW.NV5.COM

PREPARED FOR: PASCO COUNTY

DATE: 1/10/2025	DRAWN BY: G.KEANE
CHECKED: C.COLSON	JOB No.: 19-26513-960242
SCALE: N/A	SHEET 1 OF 3

SKETCH OF DESCRIPTION
PARCEL: CSX RAILROAD 401A - TCE



SEC 28 , TWP 25 S, RGE 18 E

THIS IS NOT A BOUNDARY SURVEY

N|V|5

6200 LEE VISTA BLVD.,
SUITE 400
ORLANDO, FL 32822
(407) 896-3317
WWW.NV5.COM

PREPARED FOR: PASCO COUNTY	
DATE: 12/22/2023	DRAWN BY: G.KEANE
CHECKED: C.LABERGE	JOB No.: 19-26513-960242
SCALE: 1" = 100'	SHEET 2 OF 3

SKETCH OF DESCRIPTION
PARCEL: 401A CSX RAILROAD

GENERAL NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.

2. BEARINGS AS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, AS BEING S00°07'28"W.

3. THIS SKETCH OF DESCRIPTION MAKES NO CLAIMS REGARDING OWNERSHIP OR RIGHTS OF POSSESSION.

4. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, COVENANTS AND/OR RESTRICTIONS NOT SHOWN HEREON, BUT FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

5. ALL RECORDING DATA SHOWN HEREON REFERS TO THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

6. SEE SHEETS 1 FOR LEGAL DESCRIPTION; SEE SHEET 2 FOR PARCEL SKETCH.

LEGEND:

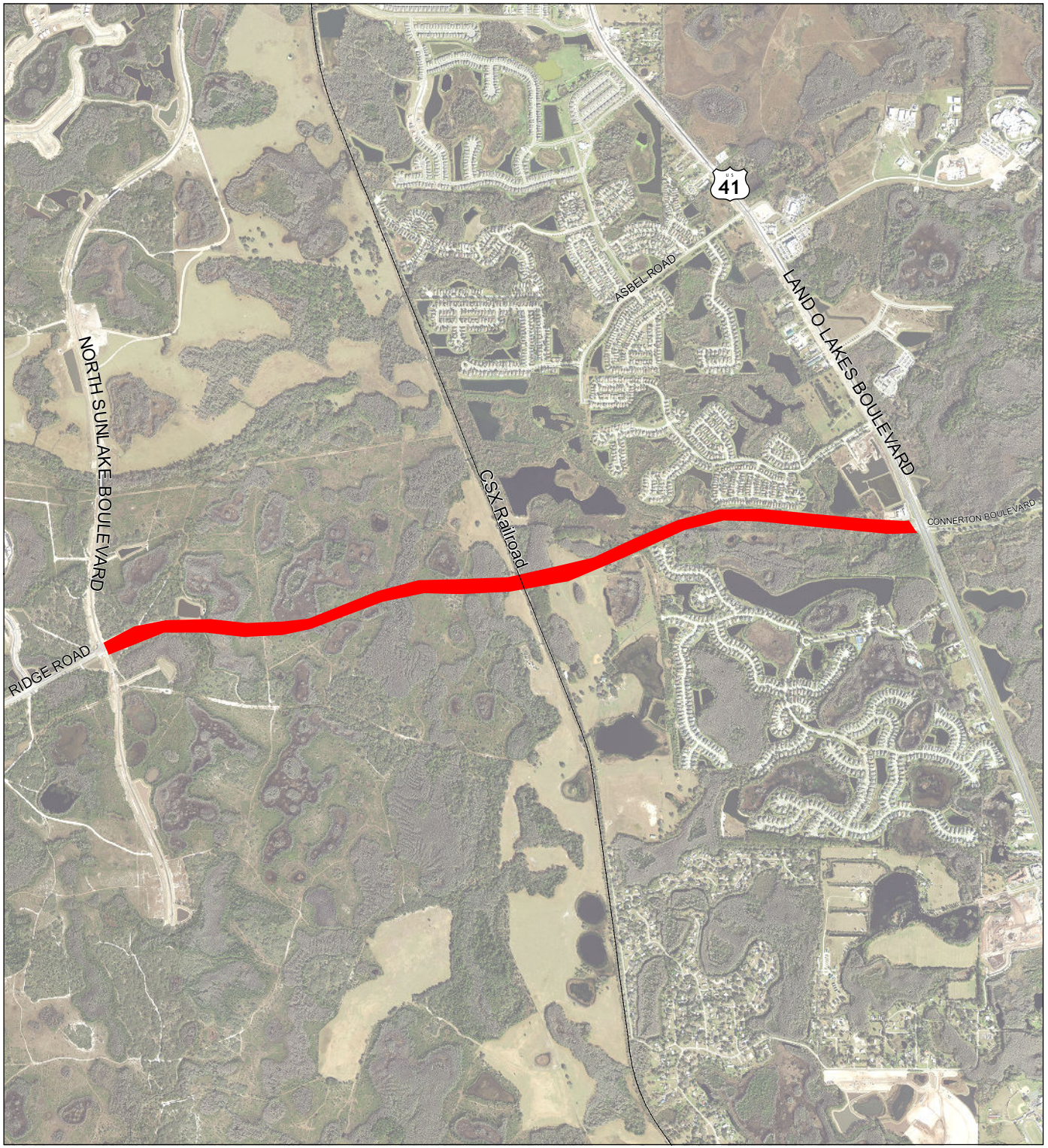
C	= CHORD DISTANCE	PG.(PGS.)	= PAGE OR PAGES
CB	= CHORD BEARING	PI	= POINT OF INTERSECTION
C.C.R.	= CERTIFIED CORNER RECORD	P.O.B.	= POINT OF BEGINNING
C.M.	= CONCRETE MONUMENT	P.O.C.	= POINT OF COMMENCEMENT
CONST.	= CONSTRUCTION	P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
COR	= CORNER		
℄	= CENTERLINE	PT	= POINT OF TANGENCY
CR	= COUNTY ROAD	R	= RADIUS
Δ	= DELTA (CENTRAL ANGLE)	RGE	= RANGE
D	= DEGREE OF CURVE	R/W	= RIGHT OF WAY
I.R.&C.	= IRON ROD AND CAP	(RT)	= RIGHT
L	= LENGTH	SEC	= SECTION
L.A. R/W	= LIMITED ACCESS RIGHT OF WAY	SR	= STATE ROAD
No.	= NUMBER	STA	= STATION
O.R.B.	= OFFICIAL RECORD BOOK	TB	= TANGENT BEARING
P.B.	= PLAT BOOK	TWP	= TOWNSHIP
PC	= POINT OF CURVATURE	W/	= WITH
PCC	= POINT OF COMPOUND CURVATURE		

NV5
6200 LEE VISTA BLVD.,
SUITE 400
ORLANDO, FL 32822
(407) 896-3317
WWW.NV5.COM

THIS IS NOT A BOUNDARY SURVEY

PREPARED FOR: PASCO COUNTY

DATE: 1/10/2025	DRAWN BY: G.KEANE
CHECKED: C.COLSON	JOB No.: 19-26513-960242
SCALE: N/A	SHEET 3 OF 3



RIDGE ROAD

(FROM SUNLAKE BL TO US41)

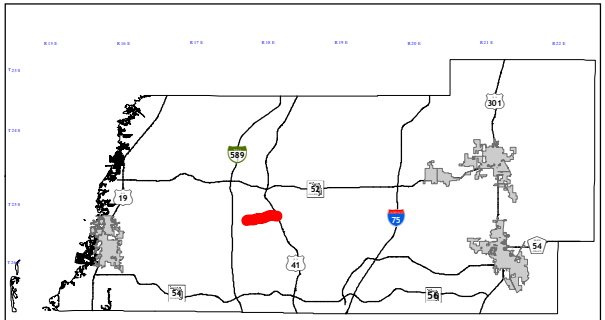
DESIGN BUILD

PROJECT AREA

COMMISSION DISTRICTS: 2 & 4

0 2,400 4,800

Feet



Z:\GIS\MAPS\RIDGE ROAD EXT Project Map.mxd 1/24/2024

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** TED26-0272 **DATE:** 6/16/2026

SUBJECT: Award of Bid No. IFB-BW-26-041 – Sun Civil LLC – Collier Parkway (Plantation Palms Boulevard and Collier Parkway) Traffic Signal – $1,057,285.03

REFERENCES: IFB-BW-26-041

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Panos Kontses, P.E., CPM, Interim Transportation Engineering Director

RECOMMENDED BOARD ACTION:

Approve the Award of Bid No. IFB-BW-26-041 to the lowest, responsive and responsible bidder, Sun Civil LLC (Sun Civil), for the Collier Parkway (Plantation Palms Boulevard and Collier Parkway Traffic Signal) project, in the Not to Exceed (NTE) amount of $1,057,285.03, which includes $200.00 for Indemnification and Termination for Convenience and $90,000.00 for Allowance Work, for Fiscal Year (FY) 2026. Authorize the Chairman to execute two originals of the Agreement provided and direct Board Records to date the bonds and power of attorney, and to distribute as set forth under the Distribution Section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On December 24, 2025, at the request of the Project Management Division of the Transportation Engineering Department (TED), the Purchasing Department solicited an Invitation for Bid (IFB-BW-26-041) for the Collier Parkway (Plantation Palms Boulevard and Collier Parkway Traffic Signal) project. The specifications were prepared by TED. All provisions of the Purchasing Ordinance have been met.

On January 27, 2026, all bids were received, publicly opened and read. One thousand seventy-five vendors received automatic emails. Fifty-nine vendors downloaded the solicitation. Two responses were received, none of which were from Pasco County. A summary of the document takers list for this solicitation is attached.

The project signalizes the intersection of Plantation Palms Boulevard and Collier Parkway in Land O' Lakes, Pasco County, Florida. This signalization will significantly reduce vehicular peak hour delays and vehicular peak hour congestion, and will enhance pedestrian safety.

TED, with concurrence from the Purchasing Department, requests an award to Sun Civil in the amount of $1,057,285.03, which includes $200.00 for Indemnification and Termination of Convenience, and $90,000.00 for Allowance Work for FY 2026.

Project Phase	Estimated Start	Estimated Finish	Budget FY	Budget Amount
Design	February 2024	November 2025	2024-2025	$73,865.00

Construction	August 2026	February 2027	2026-2027	$1,057,285.03
Construction Engineering & Inspection (CEI) (In-House)	August 2026	February 2027	2026-2027	$160,000.00
			Total:	**$1,291,150.03**

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $800,000.00 is budgeted and available for FY 2026 in the Penny Transportation Infrastructure Fund, TXIF - Transportation CIP Fund, Transportation Engineering Department, Project Number 23074. Funding in the amount of $257,285.03 will be budgeted for FY 2027, contingent upon approval from the Board of County Commissioners of the various budgets.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original
2. Mail One Original to:
   Mr. Richard Brooks, President
   Sun Civil LLC
   10323 Cross Creek Blvd. Suite A
   Tampa, FL 33647

ATTACHMENT(S):
1. TED26-0272 Agreement (Two Originals)
2. TED26-0272 Performance and Payment Bonds with Risk Management Approval (Two Originals)
3. TED26-0272 Certificate of Liability Insurance with Risk Management Approval
4. TED26-0272 Surety Letter
5. TED26-0272 Bid Tabulation
6. TED26-0272 Bid Proposal
7. TED26-0272 Solicitation Documents IFB-BW-26-041 (with Addendum)
8. TED26-0272 Document Takers List
9. TED26-0272 Proof of Publication
10. TED26-0272 Division of Corporations - Sunbiz
11. TED26-0272 Location Map

cc: Carrie C. Roberts, Purchasing Director

AGREEMENT

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, FLORIDA, by and through its Board of County Commissioners, hereinafter called COUNTY, and Sun Civil LLC, hereinafter called the CONTRACTOR, whose business address is 10323 Cross Creek Blvd., Suite A, Tampa, FL 33647.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The CONTRACTOR shall provide to the COUNTY, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for:

   Solicitation Title: COLLIER PARKWAY (PLANTATION PALMS BLVD. & COLLIER PKWY TRAFFIC SIGNAL)

   Bid No.: IFB-BW-26-041

2. The CONTRACTOR shall complete the Work to be performed under this Agreement within 180 calendar days (the initial Contract Time) from the date of the Notice to Proceed issued by the COUNTY.

3. In addition to the number of calendar days specified for the initial Contract Time in the preceding paragraph, 90 calendar days have been included in the overall Contract Time for allocation to the CONTRACTOR for performance of Allowance Work in accordance with the Allowances provision of the Contract Documents.

4. **Time is of the essence for this Agreement.** Timely completion of the Work after the issuance of the aforesaid Notice to Proceed is of central importance to the COUNTY. This Project has certain various critical milestones to be met.

5. **Liquidated damages shall apply to compensate for delays.** The parties acknowledge and agree that the damages to the COUNTY associated with any delay in completion of the Project are not readily ascertainable as of the time of execution of this Agreement, and concur that the sum of $ 1,685.00 per diem, bears a reasonable relationship to the actual damages which the COUNTY would suffer as a consequence of any such delay in completion of the Work. The parties agree that such sums are reasonable and would not constitute a penalty against the CONTRACTOR. In arriving at these sums, consideration has been given to the loss to the public of the use of the Project due to delay, the additional administrative costs caused by any delay, higher labor and material costs associated with delay, risks associated with litigation from delay, and other factors. Failure to complete the Work by any Milestone Date(s) set forth in the agreed

upon Work Schedule or in this Agreement, up to and including that for Final Completion, therefore, shall entitle the COUNTY to deduct these sums from the Contract Price for each day of delay in meeting each such Milestone Date. The amounts of Liquidated Damages for individual Milestone Dates are additive for each day of delay they are concurrently in effect.

6. This Agreement includes and incorporates by reference all Contract Documents, as the term Contract Documents is defined within Article 1 of the General Conditions.

7. The total Contract Price for the full and complete performance by Contractor of all Work required by the Contract Documents shall not exceed $ 1,057,285.03, unless otherwise modified as provided herein. The total Contract Price includes **$100.00** for Indemnification, **$100.00** for termination for convenience, $ 90,000.00 for Allowance Work, and $_____ for Alternate No._____. Payment shall be made not more often than once per month and in accordance with the Contract Documents.

8. During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

9. The CONTRACTOR shall furnish to the COUNTY (when and in the manner required by the Contract Documents) all appropriate Certificates of Insurance, and a Performance Bond and/or Payment Bond for the Contract Price within ten (10) days following Notification of Award.

10. The COUNTY and the CONTRACTOR acknowledge the acceptance from the Bid Proposal of the following Alternate(s).

No._____ No._____ No._____ No._____

No. _____ No._____ No._____ No._____

The COUNTY and the CONTRACTOR acknowledge that the corresponding price as shown in the

Bid Proposal for each accepted Alternate is incorporated in the amount of compensation specified in paragraph 7 above.

11. The COUNTY and the CONTRACTOR acknowledge that all addendums issued with respect to this Project are herein incorporated into the list of Contract Documents listed in Article 1 of the General Conditions.

12. The funding required for this Project is contingent upon the availability of County funds and the appropriation of such funds by the Board of County Commissioners.

13. This Agreement and any changes hereto shall constitute the entire agreement between CONTRACTOR and COUNTY relating to Work. This Agreement supersedes all previous or contemporary representations or warranties of COUNTY or CONTRACTOR not set forth or referenced in the Contract Documents.

14. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on the COUNTY unless in writing and executed by the Board of County Commissioners.

15. Waiver by the COUNTY of a breach of any provision of this Agreement by the CONTRACTOR shall not be deemed to be a waiver or any other breach and shall not be construed to be a modification of the terms of this Agreement.

16. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair the rights of the COUNTY with respect to any liabilities, whether or not liquidated, of the CONTRACTOR to the COUNTY theretofore accrued.

17. The duties and obligations imposed upon the CONTRACTOR by this Agreement and the rights and remedies available hereunder, shall be in addition, and not limited, to any otherwise imposed or available in law or in equity, whether by statute, special guarantee, or otherwise.

18. The CONTRACTOR shall at all times remain an independent contractor and shall have no power, nor shall the CONTRACTOR represent that the CONTRACTOR has any power, to bind COUNTY or to assume or to create any obligation expressed or implied on behalf of the COUNTY.

19. This Agreement shall be binding upon, and its benefits and advantages shall inure to the heirs, personal representatives, successors and assigns of the parties hereto.

20. The parties agree that if any part, term, or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable with the remainder of the Agreement remaining valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last day written below (bid award date for the Project subject thereto).

ATTEST

By:_____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

By: _____
Chairman

Date:_____, 20_____

CONTRACTOR:

Sun Civil LLC
(NAME OF COMPANY)

BY: _____
(SIGNATURE)

Richard Brooks
(PRINTED NAME)

President
(TITLE OF SIGNER)

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me on March 11th, 20 26, by means of:
[✓] **physical presence**, or
[ ] **online notarization**
by:

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] Richard Brooks, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] Sun Civil, LLC., a:
[ ] **corporation**, or
[✓] **limited liability company**
organized under the laws of [State] Florida,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____ _____, a [State] _____ partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] _____, as attorney in fact.

****

Said person is (check one below):
[✓] **Personally known to me**, or
[ ] **Has produced** _____ **as identification.**

[Notary Stamp or Seal] NOTARY PUBLIC STATE OF FLORIDA
AMANDA REICHART
Commission # HH 750217
Expires January 22, 2030

_____
Signature of person taking acknowledgment

Amanda Reichart
Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

ACRISURE®

March 12, 2026

Pasco County Board of County Commissioners
7536 State Street, Suite 221
New Port Richey, FL 34654

RE: Sun Civil, LLC

Bond No: 602-213964-3
Project: IFB-BW-26-041 - Collier Parkway (Plantation Palms Blvd & Collier Parkway Traffic Signal)

To Whom it May Concern:

Please allow this letter to service as formal authorization for **Sun Civil, LLC** and/or **Pasco County Board of County Commissioners** to date the captioned bond and power of attorney to coincide with the Contract Date. Please note the bond date cannot be prior to the contract date.

Please provide the bond date and send back to our office via email as soon as possible:

Bond Date: _____

Thank you and should you have any questions or need any additional information, please feel free to contact our office anytime

Sincerely,

Brett Rosenhaus
Attorney-in-Fact

FRONT PAGE OF
PUBLIC PAYMENT BOND

Florida Statute 255.05

BOND NO. 602-213964-3

CONTRACTOR:	Sun Civil, LLC 10323 Cross Creek Blvd, Ste A Tampa, FL 33649 863-940-4276
SURETY:	United States Fire Insurance Company 305 Madison Avenue, Morristown, NJ 07960 973-490-6600
AGENT:	Acrisure 3100 S Federal Highway, Ste G Delray Beach, FL 33483 561-454-8202
OBLIGEE:	Pasco County Board of County Commissioners 7536 State Street, Ste 221, New Port Richey, FL, 34654 727-847-8194

PROJECT:	**IFB-BW-26-041 – Collier Parkway (Plantation Palms Blvd & Collier Parkway Traffic Signal)**
LOCATION:	**Pasco County, Florida**

BOND NO. 602-213964-3

PUBLIC CONSTRUCTION BOND FORM

Name of Contractor: Sun Civil, LLC.

Principal Business Address:

10323 Cross Creek Boulevard., Suite A, Tampa, FL 33647

Telephone: 863-940-4276

Facsimile: N/A

Name of Surety: United States Fire Insurance Company

Principal Business Address:

305 Madison Avenue, Morristown, NJ 07960

Telephone: 973-490-6600

Facsimile: N/A

Obligee of Property Being Improved:

Pasco County Board of County Commissioners
Attn: Purchasing Department
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone No. (727) 847 - 8194

BOND NO. 602-213964-3

Contracting Public Entity (if different from Owner): _____

Contract Number Assigned by Public Entity (BOCC No.): _____

(Solicitation No.): IFB-BW-26-041

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

The Pasco County Board of County Commissioners invites vendors to submit bids for Collier Parkway (Plantation Palms Blvd. & Collier Pkwy traffic signal), as per the listed statement of work.

See Attachment ("Legal Description")

BOND NO. 602-213964-3

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We Sun Civil, LLC., as Principal and United States Fire Insurance Company, a corporation, as Surety, are bound to Board of County Commissioners, Pasco County, Florida, herein called Owner, in the sum of $ 1,057,285.03, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, **(This date is to be filled in by Board Records on the date of contract award)** between Principal and Owner for construction of IFB-BW-26-041 - Collier Parkway (Plantation Palms Blvd & Collier Parkway Traffic Signal), (hereinafter the "Contract"), the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents (including extension of time, alternatives or additions to the terms of the Contract or specifications referred to within), and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.

BOND NO. 602-213964-3

THIS BOND IS DATED THIS _____ day of _____, 20____. (This date to be filled in by Board Records on the date of contract award).

ATTEST:

_____
Witness Signature

Christopher Reichart
Printed Name of Witness

_____
Witness Signature

Tim Reichart
Printed Name of Witness

PRINCIPAL: Sun Civil, LLC.

BY: _____ (SEAL)
Authorized Signature

Richard Brooks
Printed Name

President
Title

-OR-

ATTEST:

_____
Witness Signature

_____
Printed Name of Witness

_____
Witness Signature

_____
Printed Name of Witness

PRINCIPAL:

BY: _____ (SEAL)
As Attorney at Fact (Attach Power)

_____
Printed Name

_____
Business Address

_____
Business Telephone No.

NOTARY ACKNOWLEDGMENT

STATE OF Florida }

} ss

COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me on April 8th, 20 26, by means of:

☑ physical presence, or

☐ online notarization

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Richard Brooks, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] Sun Civil, LLC., a:

☐ corporation, or

☑ limited liability company

organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____ _____, a [State] _____ partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact.

****

Said person is (check one below):

☑ **Personally known to me, or**

☐ **Has produced _____ as identification.**

_____

Signature of person taking acknowledgment

[Notary Stamp or Seal]

NOTARY PUBLIC STATE OF FLORIDA

AMANDA REICHART
Commission # HH 750217
Expires January 22, 2030

Amanda Reichart

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

BOND NO. 602-213964-3

ATTEST:

SURETY: United States Fire Insurance Company

Witness Signature

BY: _____ (SEAL)
Authorized Signature

Printed Name of Witness

Printed Name

305 Madison Avenue, Morristown, NJ 07960
Business Address

Witness Signature

973-490-6600
Business Telephone Numer

Printed Name of Witness

-OR-

Witness Signature

BY: _____ (SEAL)
As Attorney at Fact (Attach Power

Christian Collins
Printed Name of Witness

Brett Rosenhaus, Attorney-In-Fact
Printed Name

Witness Signature

A226141
License Number of Agent, Florida Resident Agent

Taylor Rosenhaus
Printed Name of Witness

COUNTERSIGNED (if applicable):

N/A
Signed

Acrisure
Agency Name

N/A
Agent's License No.

3100 S Federal Highway, Suite G, Delray Beach, FL 33483
Agency Mailing Address

561-427-6729
Agency Telephone No.

N/A
Agency Fax No.

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Palm Beach }

The foregoing instrument was acknowledged before me on March 12th, 2026, by means of:
[X] physical presence, or
[ ] online notarization

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Brett Rosenhaus, who executed the foregoing instrument as [Title] Attorney-In-Fact of [Corporation or Company Name] United States Fire Insurance Company, a:
[X] **corporation,** or
[ ] **limited liability company**
organized under the laws of [State] Delaware, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____ _____, a [State] _____ partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact.

****

Said person is (check one below):
[X] **Personally known to me,** or
[ ] **Has produced** _____ **as identification.**

Notary Public State of Florida
Julie A. Caporale
My Commission HH 708862
Expires 8/11/2029

[Notary Stamp or Seal]

Signature of person taking acknowledgment

Julie A. Caporale
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

FRONT PAGE OF
PUBLIC PAYMENT BOND

Florida Statute 255.05

BOND NO. 602-213964-3

CONTRACTOR: Sun Civil, LLC
10323 Cross Creek Blvd, Ste A
Tampa, FL 33649
863-940-4276

SURETY: United States Fire Insurance Company
305 Madison Avenue,
Morristown, NJ 07960
973-490-6600

AGENT: Acrisure
3100 S Federal Highway, Ste G
Delray Beach, FL 33483
561-454-8202

OBLIGEE: Pasco County Board of County Commissioners
7536 State Street, Ste 221,
New Port Richey, FL, 34654
727-847-8194

PROJECT: **IFB-BW-26-041 – Collier Parkway (Plantation Palms Blvd & Collier Parkway Traffic Signal)**

LOCATION: **Pasco County, Florida**

BOND NO. 602-213964-3

PAYMENT BOND FORM

Name of Contractor: Sun Civil, LLC.

Principal Business Address:

10323 Cross Creek Boulevard., Suite A, Tampa, FL 33647

Telephone: 863-940-4276

Facsimile: N/A

Name of Surety: United States Fire Insurance Company

Principal Business Address:

305 Madison Avenue, Morristown, NJ 07960

Telephone: 973-490-6600

Facsimile: N/A

Obligee of Property Being Improved:

Pasco County Board of County Commissioners
Attn: Purchasing Department
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone No. (727) 847 - 8194

BOND NO. 602-213964-3

Contracting Public Entity (if different from Owner): _____

Contract Number Assigned by Public Entity (BOCC No.): _____

(Solicitation No.): IFB-BW-26-041

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

The Pasco County Board of County Commissioners invites vendors to submit bids for Collier Parkway (Plantation Palms Blvd. & Collier Pkwy traffic signal), as per the listed statement of work.

See Attachment ("Legal Description")

BOND NO. 602-213964-3

PAYMENT BOND

I. KNOW ALL PERSONS BY THESE PRESENTS: That Sun Civil, LLC., as Principal, whose address is 10323 Cross Creek Boulevard., Suite A, Tampa, FL 33647, and United States Fire Insurance Company, as Surety, whose address is 305 Madison Avenue, Morristown, NJ 07960, are held and firmly bound unto the Board of County Commissioners, Pasco County, Florida, as Obligee in the sum of $1,057,285.03, for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, the Principal has entered into a contract with Obligee, dated the _____ day of _____, 20_____, **(This date will be filled in by Board Records on the date of contract award)** for IFB-BW-26-041 - Collier Parkway (Plantation Palms Blvd & Collier Parkway Traffic Signal); in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

III. A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

BOND NO. 602-213964-3

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to section 255.05, Florida Statutes.

(The remainder of this page is intentionally left blank)

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

BOND NO. 602-213964-3

THIS PAYMENT BOND IS DATED THIS _____ day of _____, 20____. (This date to be filled in by Board Records on the date of contract award).

ATTEST:

Witness Signature

Christopher Reichart

Printed Name

Witness Signature

Tim Reichart

Printed Name

PRINCIPAL: Sun Civil, LLC

BY: _____ (SEAL)

Authorized Signature

Richard Brooks

Printed Name

President

Title

-OR-

ATTEST:

Witness Signature

Printed Name of Witness

Witness Signature

Printed Name of Witness

PRINCIPAL:

BY: _____ (SEAL)

As Attorney at Fact (Attach Power)

Printed Name

Business Address

Business Telephone

BOND NO. 602-213964-3

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me on April 8th, 20 26 by means of:
[✓] physical presence, or
[ ] online notarization

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Richard Brooks, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] Sun Civil LLC., a:
[ ] corporation, or
[✓] limited liability company
organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____ _____, a [State] _____ partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact.

****

Said person is (check one below):
[✓] Personally known to me, or
[ ] Has produced _____ as identification.

NOTARY PUBLIC STATE OF FLORIDA
AMANDA REICHART
Commission # HH 750217
Expires January 22, 2030

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

Amanda Reichart
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

BOND NO. 602-213964-3

ATTEST:

SURETY: United States Fire Insurance Company

Witness Signature

BY: _____ (SEAL)
Authorized Signature

Printed Name of Witness

Printed Name

305 Madison Avenue, Morristown, NJ 07960
Business Address

Witness Signature

Printed Name of Witness

-OR-

Witness Signature

BY: Brett Rosenhaus (SEAL)
As Attorney at Fact (Attach Power)

Christian Collins
Printed Name of Witness

Brett Rosenhaus, Attorney-In-Fact
Printed Name

Witness Signature

A226141
License Number of Agent, Florida Resident Agent

Taylor Rosenhaus
Printed Name of Witness

COUNTERSIGNED (if applicable):

N/A
Signed

Acrisure
Agency Name

N/A
Agent's License No.

3100 S Federal Highway, Suite G, Delray Beach, FL 33483
Agency Mailing Address

561-427-6729
Agency Telephone No.

N/A
Agency Fax No.

NOTARY ACKNOWLEDGMENT

STATE OF Florida }

} ss

COUNTY OF Palm Beach }

The foregoing instrument was acknowledged before me on March 12th, 2026, by means of:

[X] **physical presence,** or

[ ] **online notarization**

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Brett Rosenhaus, who executed the foregoing instrument as [Title] Attorney-In-Fact of [Corporation or Company Name] United States Fire Insurance Company, a:

[X] **corporation,** or

[ ] **limited liability company**

organized under the laws of [State] Delaware, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____ _____, a [State] _____ partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact.

****

Said person is (check one below):

[X] **Personally known to me,** or

[ ] **Has produced** _____ **as identification.**

Notary Public State of Florida
Julie A. Caporale
My Commission HH 708862
Expires 8/11/2029

[Notary Stamp or Seal]

Signature of person taking acknowledgment

Julie A. Caporale

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02725

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Christian Collins

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 4th day of April, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 4th day of April, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

Brandon White

From: Frank J. Stancanelli
Sent: Thursday, April 2, 2026 4:27 PM
To: Brandon White
Subject: RE: IFB-BW-26-041 - Bond and COI

Good afternoon,

COI for Sun Civil LLC is approved.

Imperium Ins Co (TX), NAIC 35408, A- rated, FSC IX, Licensed in FL
Bridgefield Casualty Ins Co (FL), NAIC 10335, A+ rated, FSC X, Licensed in FL
Homeland Ins Co of New York (MN & NY), NAIC 34452, A+ rated, FSC XV, Surplus Lines Writer in FL
Houston Specialty Ins Co (DE &TX), NAIC 12936, A- rated, FSC IX, Surplus Lines Writer in FL
MS Transverse Specialty Insurance Co. (NJ), NAIC 41807, AA Rated, FSC XV, Licensed in FL.

Regarding Payment & Construction Bonds #602-213964-3 for Sun Civil LLC, the Bonds are approved.

A review of the insurer policies shows that the insurer ratings and standings meet the minimum insurance requirements.

United States Fire Ins Co (NJ & DE), NAIC 21113, A rated, FSC XV, Licensed in FL

Thank you.

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

TOP WORK PLACES 2021 USA

Frank Stancanelli
Risk Management Coordinator
Pasco County BOCC
P: (727) 516-1269
F: (727) 847-8992

7536 State St., Suite 111
New Port Richey, Florida 34654
Fstancanelli@pascocountyfl.net
www.pascocountyfl.net

"Serving Our Community to Create a Better Future"

From: Brandon White <bwhite@pascocountyfl.net>
Sent: Thursday, April 2, 2026 4:24 PM
To: Frank J. Stancanelli <fstancanelli@pascocountyfl.net>
Subject: IFB-BW-26-041 - Bond and COI

Hello –

Please see attached COI and Bonds for review.

Thank you,

Brandon White
Purchasing Agent
Purchasing Department
Pasco County
P 727-516-1297
Internal Services Building
7536 State Street, Suite 221
New Port Richey, FL 34654
bwhite@pascocountyfl.net
www.mypasco.net

"Serving Our Community to Create a Better Future"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificates
Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	PHONE (A/C, No, Ext): (727) 258-5774 FAX (A/C, No): E-MAIL ADDRESS: certs@cci-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Imperium Insurance Company	35408
INSURER B : MS Transverse Specialty Insurance Company	41807
INSURER C : Bridgefield Casualty Insurance Co	10335
INSURER D : Homeland Insurance Company of New York	34452
INSURER E : Houston Specialty Insurance Company	12936
INSURER F :	

INSURED

Sun Civil LLC
10323 Cross Creek Blvd, Suite A
Tampa, FL 33647

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CON-IIC-GL-0000264-00	4/30/2025	4/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	CON-IIC-CA-0000799-00	4/30/2025	4/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	EMR-00000473-01	4/30/2025	4/30/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	196-50864	4/30/2025	4/30/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			793-01-10-54-0004	4/30/2025	4/30/2026	Per Occurrence	1,000,000
E	Installation Floater			CON-HS-IM-0000011-00	4/30/2025	4/30/2026	Any One Location	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract, the certificate holder is listed as additional insured, on a primary non-contributory basis, with regard to the General Liability and Auto policies. A Waiver of Subrogation applies in favor of the certificate holder on the General Liability, Auto and Workers' Compensation policies. Umbrella policy is follow form. A 30-day notice of cancellation applies; 10-day for non-payment of premium.

Pollution Liability:
General Aggregate: $2,000,000

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
7536 STATE STREET, SUITE 111
New Port Richey, FL 34654

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Construction Casualty Insurance, LLC	Sun Civil LLC 10323 Cross Creek Blvd, Suite A Tampa, FL 33647
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
RE: IFB-BW-26-041 – COLLIER PARKWAY (PLANTATION PALMS BLVD. & COLLIER PKWY TRAFFIC SIGNAL)

When required by written contract, PASCO COUNTY BOARD OF COUNTY COMMISSIONERS, its agents and employees are listed as additional insured, on a primary non-contributory basis, with regard to the General Liability and Auto policies. A Waiver of Subrogation applies in favor of PASCO COUNTY BOARD OF COUNTY COMMISSIONERS, its agents and employees on the General Liability, Auto and Workers' Compensation policies. Umbrella is policy follow form. A 30-day notice of cancellation applies; 10-day for non-payment of premium.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.	Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.	Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

 © Insurance Services Office, Inc., 2018

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss to furnish this waiver.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

 © Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Sun Civil, LLC

Endorsement Effective Date: 4/30/2024

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization who has the Named Insured's permission to use covered, owned, hired or borrowed autos per written contract or written agreement prior to a loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Sun Civil, LLC
Endorsement Effective Date: 4/30/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss to furnish this waiver.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

* Blanket Waiver of Subrogation Applies *

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 15, 2025

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: April 30, 2025

Policy Number: 0196-50864 Countersigned by: _____

Insured: Sun Civil, LLC

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Brandon White

From: Frank J. Stancanelli
Sent: Thursday, April 2, 2026 4:27 PM
To: Brandon White
Subject: RE: IFB-BW-26-041 - Bond and COI

Good afternoon,

COI for Sun Civil LLC is approved.

Imperium Ins Co (TX), NAIC 35408, A- rated, FSC IX, Licensed in FL
Bridgefield Casualty Ins Co (FL), NAIC 10335, A+ rated, FSC X, Licensed in FL
Homeland Ins Co of New York (MN & NY), NAIC 34452, A+ rated, FSC XV, Surplus Lines Writer in FL
Houston Specialty Ins Co (DE &TX), NAIC 12936, A- rated, FSC IX, Surplus Lines Writer in FL
MS Transverse Specialty Insurance Co. (NJ), NAIC 41807, AA Rated, FSC XV, Licensed in FL.

Regarding Payment & Construction Bonds #602-213964-3 for Sun Civil LLC, the Bonds are approved.

A review of the insurer policies shows that the insurer ratings and standings meet the minimum insurance requirements.

United States Fire Ins Co (NJ & DE), NAIC 21113, A rated, FSC XV, Licensed in FL

Thank you.

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

TOP WORK PLACES 2021 USA

Frank Stancanelli
Risk Management Coordinator
Pasco County BOCC
P: (727) 516-1269
F: (727) 847-8992

7536 State St., Suite 111
New Port Richey, Florida 34654
Fstancanelli@pascocountyfl.net
www.pascocountyfl.net

"Serving Our Community to Create a Better Future"

From: Brandon White <bwhite@pascocountyfl.net>
Sent: Thursday, April 2, 2026 4:24 PM
To: Frank J. Stancanelli <fstancanelli@pascocountyfl.net>
Subject: IFB-BW-26-041 - Bond and COI

Hello –

Please see attached COI and Bonds for review.

Thank you,

Brandon White
Purchasing Agent
Purchasing Department
Pasco County
P 727-516-1297
Internal Services Building
7536 State Street, Suite 221
New Port Richey, FL 34654
bwhite@pascocountyfl.net
www.mypasco.net

"Serving Our Community to Create a Better Future"

ACRISURE®

March 12, 2026

Pasco County Board of County Commissioners
7536 State Street, Suite 221
New Port Richey, FL 34654

RE: Sun Civil, LLC

Bond No: 602-213964-3
Project: IFB-BW-26-041 - Collier Parkway (Plantation Palms Blvd & Collier Parkway Traffic Signal)

To Whom it May Concern:

Please allow this letter to service as formal authorization for **Sun Civil, LLC** and/or **Pasco County Board of County Commissioners** to date the captioned bond and power of attorney to coincide with the Contract Date. Please note the bond date cannot be prior to the contract date.

Please provide the bond date and send back to our office via email as soon as possible:

Bond Date: _____

Thank you and should you have any questions or need any additional information, please feel free to contact our office anytime

Sincerely,

Brett Rosenhaus
Attorney-in-Fact

3100 S Federal Highway, Suite G, Delray Beach, FL 33483

					DB Civil Construction		Sun Civil, LLC.	
				Total Cost	$1,279,676.00		$967,085.03	
#	Items	QuantityRequired	UnitofMeasure	Item#	UnitPrice	TotalCost	UnitPrice	TotalCost
1	General Items (11)							
#1-1	MAINTENANCE OF TRAFFIC	1	LS	102-1	$35,000.00	$35,000.00	$52,669.79	$52,669.79
#1-2	MOBILIZATION	1	LS	101-1	$110,000.00	$110,000.00	$40,688.50	$40,688.50
#1-3	NPDES Permits	1	LS	1000-1	$1,000.00	$1,000.00	$668.45	$668.45
#1-4	Bonds and Insurance	1	LS	1000-2	$20,000.00	$20,000.00	$15,735.29	$15,735.29
#1-5	Record Drawings (“As-Built” Drawings)	1	LS	1000-3	$4,000.00	$4,000.00	$4,679.14	$4,679.14
#1-6	GOPHER TORTOISE SURVEY / PERMIT	1	LS	1000-5	$5,000.00	$5,000.00	$4,144.39	$4,144.39
#1-7	GOPHER TORTOISE CAPTURING & COLLECTION ACTIVITIES	1	EA	1000-6	$650.00	$650.00	$4,812.83	$4,812.83
#1-8	GOPHER TORTOISE RELOCATION	1	EA	1000-7	$6,000.00	$6,000.00	$8,021.39	$8,021.39
#1-9	PASCO COUNTY RIGHT OF WAY USE PERMIT	1	EA	1000-10	$1,000.00	$1,000.00	$334.22	$334.22
#1-10	PRECONSTRUCTION VIDEO	1	LS	1000-19	$900.00	$900.00	$1,203.21	$1,203.21
#1-11	PROGRESS PHOTOGRAPHS	1	LS	1000-20	$300.00	$300.00	$2,032.09	$2,032.09
2	A. Roadway (11)							
#2-1	SEDIMENT BARRIER	3430	LF	104-10-3	$1.50	$5,145.00	$8.02	$27,508.60
#2-2	INLET PROTECTION SYSTEM	4	EA	104-18	$200.00	$800.00	$334.22	$1,336.88
#2-3	CLEARING & GRUBBING	1	LS	110-1-1	$20,000.00	$20,000.00	$10,482.62	$10,482.62
#2-4	MILLING EXISTING ASPHALT PAVEMENT, 1.5" AVG DEPTH	2050	SY	327-70-6	$12.00	$24,600.00	$10.99	$22,529.50
#2-5	SUPERPAVE ASPH CONC, TRAFFIC C, (SP-12.5) PG 76-22, PMA (1.5")	170	TN	334-1-53	$285.00	$48,450.00	$287.43	$48,863.10
#2-6	PERFORMANCE TURF, SOD	3750	SY	570-1-2	$5.00	$18,750.00	$6.68	$25,050.00
#2-7	SINGLE POST SIGN, REMOVE	2	AS	700-1-60	$250.00	$500.00	$123.33	$246.66
#2-8	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	180	LF	711-14-123	$10.00	$1,800.00	$12.03	$2,165.40
#2-9	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	235	LF	711-14-125	$20.00	$4,700.00	$24.06	$5,654.10
#2-10	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	0.13	GM	711-15-101	$20,000.00	$2,600.00	$10,026.74	$1,303.48
#2-11	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES YELLOW, SOLID, 6"	0.03	GM	711-15-201	$20,000.00	$600.00	$10,026.74	$300.80
3	B. Signalization (31)							
#3-1	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	152	LF	630-2-11	$28.00	$4,256.00	$45.68	$6,943.36
#3-2	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	690	LF	630-2-12	$50.00	$34,500.00	$44.60	$30,774.00
#3-3	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI	632-7-1	$15,000.00	$15,000.00	$13,659.09	$13,659.09
#3-4	SPAN WIRE ASSEMBLY, F&I, TWO POINT, DIAGONAL	1	PI	634-4-152	$18,000.00	$18,000.00	$6,321.52	$6,321.52
#3-5	FIBERGLASS INSULATOR, FURNISH & INSTALL	1	EA	634-5-1	$1,200.00	$1,200.00	$865.31	$865.31
#3-6	PULL AND SPLICE BOXES (PULL BOX)	13	EA	635-2-11	$2,200.00	$28,600.00	$1,287.10	$16,732.30
#3-7	ELECTRICAL POWER SERVICE (UNDERGROUND)	1	AS	639-1-121	$10,000.00	$10,000.00	$4,133.69	$4,133.69
#3-8	ELECTRICAL SERVICE WIRE	60	LF	639-2-1	$20.00	$1,200.00	$9.98	$598.80
#3-9	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA	641-2-12	$3,300.00	$3,300.00	$2,703.21	$2,703.21
#3-10	ALUMINUM SIGNAL POLE (F&I PEDESTAL)	4	EA	646-1-11	$3,600.00	$14,400.00	$2,889.10	$11,556.40
#3-11	STEEL STRAIN POLE, F&I, TYPE PS-VIII	2	EA	649-1-15	$80,000.00	$160,000.00	$66,362.83	$132,725.66
#3-12	VEHICULAR TRAFFIC SIGNAL (F&I) (3-SECT., 1-WAY) (12" LED)	7	AS	650-1-34	$3,000.00	$21,000.00	$1,923.80	$13,466.60
#3-13	VEHICULAR TRAFFIC SIGNAL (F&I) (5-SECT. CLUSTER, 1-WAY) (12" LED)	3	AS	650-1-39	$4,500.00	$13,500.00	$2,639.04	$7,917.12
#3-14	PEDESTRIAN SIGNAL (LED) (1-SECT., 1-WAY) (COUNTDOWN)	2	AS	653-1-11	$1,400.00	$2,800.00	$768.78	$1,537.56
#3-15	PEDESTRIAN SIGNAL (LED) (1-SECT., 2-WAY) (COUNTDOWN)	2	AS	653-1-12	$2,000.00	$4,000.00	$1,555.48	$3,110.96
#3-16	VIDEO DETECTION SYSTEM-VIDEO, F&I, CABINET EQUIPMENT	1	EA	660-4-11	$31,000.00	$31,000.00	$26,778.07	$26,778.07
#3-17	VIDEO DECTECTION SYSTEM-VIDEO, F&I, ABOVE GROUND EQUIPMENT	1	EA	660-4-12	$15,000.00	$15,000.00	$6,465.24	$6,465.24
#3-18	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, CABINET ELECTRONICS	1	EA	663-1-11	$12,000.00	$12,000.00	$8,568.18	$8,568.18
#3-19	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, DETECTOR	4	EA	663-1-12	$4,950.00	$19,800.00	$2,066.84	$8,267.36
#3-20	DETECTOR, PEDESTRIAN (POLE MOUNT)	6	EA	665-1-11	$800.00	$4,800.00	$496.99	$2,981.94
#3-21	TRAFFIC CONTROLLER ASSEMBLY (F&I) NEMA, 1 PRE-EMPTION	1	AS	670-5-110	$64,000.00	$64,000.00	$52,582.89	$52,582.89
#3-22	CLOSED CRICUIT TELEVISION CAMERA	1	EA	682-1-113	$9,000.00	$9,000.00	$7,337.57	$7,337.57
#3-23	SYSTEM AUXILIARIES INTERFACE PANEL	1	EA	685-106	$9,000.00	$9,000.00	$2,975.27	$2,975.27
#3-24	UNINTERRUPTIBLE POWER SUPPLY, F&I, LINE INTERACTIVE W/ CABINET	1	EA	685-113	$15,000.00	$15,000.00	$11,843.58	$11,843.58
#3-25	INTERNALLY ILLUMINATED LED SIGN	4	EA	700-5-22	$11,000.00	$44,000.00	$5,117.15	$20,468.60
#3-26	LIGHTING CONDUCTORS, F&I, NO. 8-6	630	LF	715-1-12	$4.00	$2,520.00	$2.64	$1,663.20
#3-27	LUMINARE & BRACKET ARM, ALUMINUM, F&I, NEW LUMINARE AND ARM ON NEW / EXISTING POLE	4	EA	715-5-31	$3,000.00	$12,000.00	$3,268.25	$13,073.00
#3-28	LUMINARE & BRACKET ARM, REMOVE LUMINARE AND ARM, POLE REMAINS	1	EA	715-5-51	$845.00	$845.00	$328.88	$328.88
#3-29	LOAD CENTER, F&I, SECONDARY VOLTAGE	1	EA	715-7-11	$26,000.00	$26,000.00	$17,250.00	$17,250.00
#3-30	POLE CABLE DISTRIBUTION SYSTEM, F&I, CONVENTIONAL	2	EA	715-500-1	$1,100.00	$2,200.00	$715.17	$1,430.34
#3-31	CROSSWALK CROSSING PLAQUE	6	EA	R10-3E	$300.00	$1,800.00	$70.62	$423.72
4	C. Interconnect (15)							
#4-1	CONDUIT, FURNISH & INSTALL, UNDERGROUND	3401	LF	630-2-11	$36.00	$122,436.00	$34.07	$115,872.07
#4-2	CONDUIT, FURNISH & INSTALL, UNDER PAVEMENT	171	LF	630-2-12	$60.00	$10,260.00	$70.02	$11,973.42
#4-3	FIBER OPTIC CABLE, F&I, UNDERGROUND, 144-COUNT	4022	LF	633-1-124	$7.00	$28,154.00	$5.68	$22,844.96
#4-4	FIBER OPTIC CONNECTION (SPLICE)	36	EA	633-2-32	$100.00	$3,600.00	$86.90	$3,128.40
#4-5	FIBER OPTIC CONNECTION HARDWARE (F&I, BUFFER TUBE FAN OUT KIT)	3	EA	633-3-14	$140.00	$420.00	$113.64	$340.92
#4-6	FIBER OPTIC CONNECTION HARDWARE (F&I, PATCH PANEL - PRETERMINATED)	3	EA	633-3-15	$4,200.00	$12,600.00	$3,602.94	$10,808.82
#4-7	FIBER OPTIC CONNECTION HARDWARE (F&I CONNECTOR PANEL)	3	EA	633-3-17	$150.00	$450.00	$133.69	$401.07
#4-8	FIBER OPTIC CONNECTION HARDWARE (F&I SPLICE TRAY)	3	EA	633-3-32	$80.00	$240.00	$66.84	$200.52
#4-9	FIBER OPTIC PULL BOX (F&I, 24"X36")	6	EA	635-2-12	$4,000.00	$24,000.00	$2,796.12	$16,776.72
#4-10	FIBER OPTIC VAULT (F&I, 30"X60")	3	EA	635-2-13	$8,000.00	$24,000.00	$4,476.60	$13,429.80
#4-11	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	1	EA	671-2-10	$4,400.00	$4,400.00	$1,344.25	$1,344.25
#4-12	TRAFFIC CONTROLLER ACCESSORIES (F&I, GPS CARD)	3	EA	678-1	$1,200.00	$3,600.00	$1,044.12	$3,132.36
#4-13	CCTV CAMERA (F&I, PTZ)	2	EA	682-1-143	$13,000.00	$26,000.00	$8,723.26	$17,446.52
#4-14	MANAGED FIELD ETHERNET SITCH (F&I)	3	EA	684-1-1	$31,000.00	$93,000.00	$9,204.55	$27,613.65
#4-15	NETWORK DEVICES (MIOVISION HOP WITH CELLULAR COMMUNICATIONS)	1	EA	684-90-102	$14,000.00	$14,000.00	$5,857.69	$5,857.69
					Indemnification:	$200.00		$200.00
					Allowance (AAR):	$90,000.00		$90,000.00
					Total Bid Price	$1,369,876.00		$1,057,285.03

BID PROPOSAL

IFB No.: IFB-BW-26-041

PROJECT NAME: COLLIER PARKWAY (PLANTATION PALMS BLVD. & COLLIER PKWY TRAFFIC SIGNAL)

1. **Bid Price.** Note that this sum represents the total of the prices shown in the following Bid Schedule. Should the BIDDER make any errors in determining a line item total or in the summation of the line item totals in said Bid Schedule, upon discovery of the errors, the correct multiplication and/or sum, will be used by the County in determining the Bid Price of a BIDDER; provided, however, the COUNTY shall not be liable for any failure to discover such errors:

   $ 967,085.03
   (DO NOT LEAVE BLANK)

2. **Indemnification & Termination for Convenience** (See GC 6.2 & 16.2.3):

   $ 200.00

3. **Total Bid Price** (Add the dollar amounts stated in the above lines.)

   $ 967,285.03
   (DO NOT LEAVE BLANK)

4. **Allowances**

   A. **Allowance Work** in accordance with Article 21 of the General Conditions.

   $ 90,000.00
   (FOR COUNTY USE ONLY)

   B. **Other Allowances**

   $ _____
   (FOR COUNTY USE ONLY)

5. **Alternates (☐)**

   $ _____
   (FOR COUNTY USE ONLY)

6. **Final Total Bid Price *:**

   $ **1,057,285.03 K. Miller**
   (FOR COUNTY USE ONLY)

* The dollar amounts shown herein are to be utilized by the COUNTY as a guide to selecting the *best qualified* low BIDDER. The COUNTY reserves the right to award on more than one or none of the Alternates at its sole discretion. The actual total compensation paid BIDDER for the Project described in these Contract Documents may vary from the amount stated herein due to adjustments in pay quantity/ quantities resulting from changes in item quantity/quantities, and/or adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

7. BIDDER acknowledges that included in the various items of the proposal, and in the Total Bid Price as indicated above, are costs for complying with the Florida Trench Safety Act.

The BIDDER further identifies the cost to be $ 0.00 **[IMPORTANT: this blank to be filled in by the BIDDER].** This cost is itemized in the Florida Trench Safety Act Certification and Disclosure Statement that is included in this proposal as Exhibit B. It is a ***MANDATORY REQUIREMENT*** that the Disclosure Statement be submitted with a bid.

8. The Total Bid Price quoted above represents the Bid Proposal of the BIDDER, exclusive of consideration of Reserves for Specified Allowances and of the Alternate(s) listed in any accompanying Alternative Bid Schedule. Pasco County may select one or more of any said Alternate(s) relative to determining the lowest and best bid proposal. The Final Total Bid Price will be computed by Pasco County to reflect all Reserves for Allowances, as well as the addition or deletion of any Alternate(s) selected by the COUNTY. Where an Alternative Bid Schedule is provided, ***A FAILURE TO SUBMIT A PRICE FOR EACH ALTERNATE WILL RESULT IN REJECTION OF THE BID AS NONRESPONSIVE.***

9. Legal name of the BIDDER: Sun Civil LLC.
(This name must match the name on your current W9 Form. The W9 will be requested at the time of award. Designate with name, in typed or printed form, whether corporation, limited liability company, partnership, individual, or other type of legally recognized entity or person; if not a natural person, designate also the state or country of incorporation or other legal establishment, as applicable)

All fictitious names or aliases:

_____

_____

10. Local (to New Port Richey, Florida) business and mailing address of the BIDDER:

_____

11. Primary business and mailing address of the BIDDER: ☐ Same as local address.

10333 Cross Creek Blvd., Suite A, Tampa, FL 33647

Contractor License No. See attached FDOT Prequalification

Federal Employer Identification Number (FEIN): 85-0544174

12. Business phone number of the BIDDER: (813) 388-9812; Fax: _____

Email Address: rbrooks@sun-civil.com

13. The BIDDER has been operating under the present trade name continuously since:

March 2020

14. The BIDDER represents by execution of this document below that the BIDDER understands all the requirements associated with this Bid, that this is a serious Bid, and that the BIDDER will comply fully with all the stipulations included in the Bid Package.

The above-named BIDDER affirms and declares:

A. That the BIDDER, if an individual, is of lawful age, and that no other person, firm or corporation has any interest in this Proposal, or in the contract proposed hereby, except as expressly stated below (if none, so state):

None

B. That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

None

C. That the BIDDER is not in arrears to the COUNTY upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the COUNTY except as expressly stated below:

None

D. That no officer or employee or person whose salary is payable in whole or in part from the Treasury of the COUNTY is, shall be or shall become interested, directly or indirectly, as surety or otherwise in this Proposal, in the performance of this Contract, in the supplies, materials, equipment, and work or labor to which they relate, or in any portion of the profits thereof.

E. That the BIDDER is in compliance with Section 448.095(2), Fla. Stat. requiring CONTRACTOR and its SUBCONTRACTORS to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The BIDDER also confirms that no public employer has terminated a contract with the BIDDER for failure to comply with Section 448.095(2), Fla. Stat. (2020) within the 12 months preceding the date this Certification Form is signed by the BIDDER.

F. That the BIDDER has received and carefully examined all Addenda issued prior to uploading its Bid Proposal and its Bid Proposal will be accordance with all Addenda prior to Bid Opening.

G. That the BIDDER has examined publicly available information regarding site conditions, observed the side, received responses to questions regarding the site conditions submitted to the Purchasing Department at the link for this solicitation at https://pasococountyfl.bonfirehub.com prior to the deadline for questions, and attended any site visits offered by the County. Based on that information, BIDDER is fully satisfied as to: (1) the nature and location of the Work; (2) the location of all existing utilities; (3) subsurface conditions; (4) the character, quality and quantity of all materials needed for the performance of the Work; (5) the kind and extent of the equipment, labor and other resources or facilities needed for the performance of the Work; (6) the general and local conditions, as well as all difficulties that may be encountered, including but not limited to weather conditions; and (7) all other items which may in any way affect or impact the Work or its performance.

H. That the BIDDER or any officer of the BIDDER has not been found guilty of a public entity crime or is on the convicted vendor list as set forth in Sections 287.132 and 287.133, F.S.

I. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) provides a copy of their local business tax receipt. Post office boxes shall not be used for the purpose of establishing said physical business address.

Check the below box if applicable:

☐ BIDDER is a Local Business located in Pasco County.

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

☐ State and/or Federal Funds are involved in this project.

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

J. In executing this document, the undersigned represents that the BIDDER accepts the terms, conditions, mandates, and other provisions of the associated Instructions to Bidders, the Conditions of Contract, and the Agreement, said documents and their respective exhibits and attachments being the sole basis upon which the bidder makes this proposal.

K. By signing this Certification, I represent that I am of lawful age and have the authority to bind the Offeror for contract purposes. **If someone other than the President of the corporation, or a member of a member-managed limited liability company, or the manager of a manager managed limited liability company, then one of the following must be submitted with this Certification**:

1. If Offeror is a corporation (includes incorporated or company, or abbreviations thereof, in its name), and if other than the President of the corporation is signing this Certification, then one of the following must be submitted with this Certification:

   a. a current corporate resolution naming the officer or person signing this Certificate as authorized to sign contracts on behalf of the company or,

   b. a copy of the Board of Directors' resolution or meeting minutes designating the officer or person signing this Certificate as authorized to sign contracts for the corporation, certified by the secretary of the corporation.

2. If Offeror is a limited liability company, then the following must be submitted with this Certification: a copy of the Operating Agreement of the limited liability company showing that that person signing this Certificate is authorized to sign contracts for the limited liability company.

L. Attached to this Bid Proposal is a copy of the Certificate of Status from the Florida Secretary of State, Division of Corporations, which can be downloaded from https://dos.myflorida.com/sunbiz/search/.

IN WITNESS WHEREOF, this Bid Proposal has been signed and sealed as of the date indicated below by the BIDDER.

BIDDER: Sun Civil LLC

BY: _____
(Authorized Signature)

Richard Brooks
(Printed name of Signatory)

President
(Printed Title of Signatory)

01/26/2026
(Signature Date)

NOTARY AFFIRMATION

STATE OF Florida **}**
} ss
COUNTY OF Hillsborough **}**

The foregoing instrument was acknowledged before me on January 26, 2026, by means of:
[✓] **physical presence,** or
[ ] **online notarization**
by:

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] Richard Brooks, who executed the foregoing instrument as [Title] President
of [Corporation or Company Name] Sun Civil LLC, a:
[ ] **corporation,** or
[✓] **limited liability company**
organized under the laws of [State] Florida,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____
_____, a [State] _____ partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] _____, as attorney in fact.

****

Said person is (check one below):
[✓] **Personally known to me**, or
[ ] **Has produced** _____ **as identification.**

[Notary Stamp or Seal]

NOTARY PUBLIC STATE OF FLORIDA
AMANDA REICHART
Commission # HH 750217
Expires January 22, 2030

_____
Signature of person taking acknowledgment

Amanda Reichart
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of the company or by the individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

Signature

Richard Brooks

Printed Name

President

Title

Sun Civil LLC

Name of Company if applicable

01/26/2026

Date

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☑ physical presence or ☐ online notarization, this 26th day of January, (month) 2026 (year), by Richard Brooks (name of person making statement).

(Signature of Notary Public - State of Florida)

Amanda Reichart

(Print Commissioned Name of Notary Public)

☑ Personally Known OR ☐ Produced Identification

AMANDA REICHART
Commission # HH 750217
Expires January 22, 2030

Type of Identification Produced

Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

1/26/2026 9:09:21 AM EST

Return to Inquiry Menu

Contractor with Name SUN CIVIL LLC
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
SUN CIVIL LLC F850544174001 EXPIRES: 6/30/2026	10323 CROSS CREEK BLVD SUITE A TAMPA, FL 33647 (813)388-9812	10323 CROSS CREEK BLVD SUITE A TAMPA, FL 33647 (813)388-9812

WORK CLASSES

DRAINAGE	ELECTRICAL WORK
GRADING	SIDEWALK
TRAFFIC SIGNAL	

Purchasing and Central Mail Services
Internal Services Building
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone: 727-847-8194

REQUEST FOR INVITATION TO BID

for

COLLIER PARKWAY (PLANTATION PALMS BLVD. & COLLIER PKWY TRAFFIC SIGNAL)

December 24, 2025

Solicitation Number: **IFB-BW-26-041**

Due Date: **January 27, 2026**

Time Due: **1:30 p.m., ET**

TENTATIVE TIMELINE

December 24, 2025	Release IFB to the marketplace
January 12, 2026	Deadline for written questions, **5:00 p.m**., ET
January 16, 2026	Response to questions to be posted to Bonfire
January 27, 2026	IFB due online Bonfire by 1:30 p.m., ET

ADVERTISEMENT FOR INVITATION FOR BID

The Pasco County Board of County Commissioners invites vendors to submit bids for **Collier Parkway (Plantation Palms Blvd. & Collier Pkwy traffic signal)**, as per the listed statement of work.

In using this method for solicitation, we are requesting your best effort in seeking the lowest cost for our requirements. To be entitled to consideration, online submission shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected offeror to meet all specifications and guidelines set forth herein. Each bid shall be opened and read publicly. The Pasco County Board of County Commissioners (hereinafter, "Pasco County" or "County"), at its discretion, determines the criteria and process whereby bids are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.

If you are unable to download these documents, experiencing any technical issues, or have questions about how to submit, please reach out to support@gobonfire.com.

All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: https://pascocountyfl.bonfirehub.com.

All addendums related to this solicitation will be posted on Bonfire website at https://pascocountyfl.bonfirehub.com. It is the bidder's responsibility to check the Bonfire website for any addendums, responses to bidder questions, or other communications related to this solicitation

Bids shall be submitted online at https://pascocountyfl.bonfirehub.com. The Pasco County Purchasing Department will only accept bids submitted online. **Bid submissions are due no later than 1:30 p.m., ET, January 27, 2026, and will be opened at 2:00 p.m., ET (same day) as noted above.**

Pasco County will ***only*** accept online submissions for this bid. Bids can be submitted online at: https://pascocountyfl.bonfirehub.com. Bids submitted after the bid close date will not be accepted. Note: Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

Solicitations will be publicly opened in accordance with the public notice.

Public Openings are held each Tuesday at 2:00 p.m., ET. A public opening of responses will be conducted at the posted Public Opening following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting. Firms will be able to attend the public opening virtually, see the following instructions:

Microsoft Teams meeting
Meeting ID: 241 088 831 758
Passcode: EK63aF
Download Teams | Join on the web

Or call in (audio only)
+1-850-988-5160, 688629844#
+1 850-988-5160,688629844# United States, Tallahassee
Phone Conference ID: 688 629 844#

Tabulations shall be available thirty (30) days after opening on the Pasco County website at: https://www.pascocountyfl.net/480/Do-Business-with-Us
or upon notice of intended action, whichever is sooner.

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

Carrie C. Roberts, NIGP-CPP, C.P.M., CPPO

Purchasing Director

BIDDING REQUIREMENTS

- INSTRUCTIONS TO BIDDERS -

1. AMERICANS WITH DISABILITIES ACT

Pasco County does not discriminate upon the basis of any individual's disability status. This non- discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary at least twenty- four (24) hours in advance of the meeting. Requests for accommodation may also be directed to the Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654 at (727) 847-8030 or at (727) 847-8949 if you are hearing impaired. Please be advised that if you contact the County by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

2. ASSIGNMENT OF THE CONTRACT

No successful BIDDER may make any assignment of any resulting Agreement between the parties, in whole or in part, without the prior written authorization of the BOARD, which authorization shall remain the exclusive option of the BOARD or its designee, the COUNTY ADMINISTRATOR.

3. AWARD OF CONTRACT; REJECTION OF BIDS

3.1. The apparent low BIDDER will be so notified by COUNTY staff, and shall be required, upon receiving such notice, to complete the Contractor Responsibility Survey form provided as part of this solicitation and provide all information and documentation requested therein. If, after reviewing the responsibility survey and accompanying submissions, the COUNTY elects to reject the apparent low bidder based on its responsibility evaluation, the COUNTY may perform the same responsibility evaluation, in succession, with each apparent next lowest bidder until the contract is awarded to a suitable candidate or withdrawn.

3.2. The BOARD shall award a contract to the lowest responsive and responsible BIDDER, provided that the Bid Proposal of said BIDDER is considered, in the sole discretion of the BOARD, to be reasonable and in the best interests of the COUNTY to accept. No award of the contract shall be made until the BIDDER who has received from the COUNTY a Notice to Apparent Low Bidder and a Notice of Intent to Recommend Award has submitted to the COUNTY a performance bond, payment bond, and any and all insurance certificates and such other further documentation as may be required by the COUNTY as a condition precedent to such an award.

3.3. A Bid Proposal may be rejected upon the failure of an apparent low BIDDER to provide to the COUNTY in a timely fashion any such required documentation. The COUNTY, in its sole discretion, reserves the right to reject any and all Bid Proposals and to waive any informality concerning Bid Proposals whenever such rejection or waiver is deemed by the COUNTY to be in the best interests of the COUNTY.

Likewise, the COUNTY reserves the right to reject the Bid Proposal of any BIDDER that has previously failed to perform properly, or to complete on time, contracts of a similar nature; that is not, or does not appear to the satisfaction of the COUNTY, in a position to perform the contract; or that has habitually, and without just cause, neglected the payment of bills or otherwise disregarded its obligations to subcontractors, material men, or employees.

3.4. The ability of a BIDDER to obtain a performance bond or a payment bond shall not be regarded as the sole test of the competency or responsibility of any BIDDER. In those situations where the lowest responsible and responsive bid exceeds the COUNTY's budget amount, the COUNTY reserves the right to purchase by negotiation as provided by the Pasco County Code of Ordinances.

4. BIDS

4.1. **Bid Package**. The Instructions to Bidders, the General Conditions of the Contract, the Bid Proposal, and the Agreement, together with all other documents identified in Article I of the General Conditions of the Contract, constitute the entire Bid Package, and upon award, shall constitute the Contract Documents, as defined in the General Conditions, concerning the above-referenced Project. Said Bid Package must be the basis upon which all Bid Proposals are offered.

4.1.1. One (1) fully completed and executed original Bid Proposal, along with any other documentation required by this Bid Package, must be uploaded through the County's electronic solicitation system, Bonfire, unless otherwise indicated in the advertisement for proposals, at the time and place herein specified. Errors in any Bid Proposal submitted may result in the rejection or disqualification of the Bid Proposal. No BIDDER is required to return the Instructions to Bidders, Conditions of the Contract, or Agreement with their bids, unless specified elsewhere in this Bid Package. The BIDDER must manually sign the Bid Proposal. All forms must be printed, completed, and signed (if noted), and submitted via Bonfire for the designated solicitation. All forms must be signed in blue or black ink in order to be considered.

4.2. **Prices (Bid Proposals).** Prices must be quoted only upon the Bid Proposal form identified as the Bid Proposal, and no other Bid Proposals will be accepted. Bid Proposals may not be amended or otherwise changed by any writing other than on the BIDDER'S electronic Bid Proposal submission in Bonfire; and any written external communication by a BIDDER may be construed by the COUNTY as indicating a withdrawal of the proffered electronic Bid Proposal to which the communication relates (thereby causing the BIDDER to have issued no bid for consideration by the County). All prices quoted are to be F.O.B. for the designated Project site in Pasco County, Florida.

4.3. **Execution of Bids**. When a BIDDER is a partnership, the Bid Proposal shall be signed in the name of the firm and by all partners required to do so under the terms of their partnership agreement. When a corporation or limited liability company is a BIDDER, the authorized director or officer signing the Bid Proposal shall set out the legal name of the entity in full, beneath which said director or officer shall sign his or her name

and give the title of his or her office, and the Bid Proposal shall bear the seal of the corporation. Anyone signing the Bid Proposal as an agent for the BIDDER must file with the Bid Proposal legal evidence of the authority to do so. A BIDDER that is a corporation, a limited liability company or a limited partnership shall furnish to COUNTY staff a duly certified copy of its permit, certificate of registration with the Florida Secretary of State, or other authorization, if any, to transact business in the State of Florida, preferably along with the Bid Proposal, and no later than forty-eight (48) hours after any request for the same is made by the COUNTY. In addition, any such authorization must be effective as of the date of the Bid Proposal. Failure to submit evidence that the BIDDER qualifies to transact business in the State of Florida as stated above may be the basis for rejection of the Bid Proposal.

4.4. **Other Responsibilities of the BIDDER.** The BIDDER is solely responsible for reading and completely understanding the terms, conditions, and other requirements of the Contract Documents, as defined in the General Conditions. The Bid opening time shall be scrupulously observed. Under no circumstances will Bid Proposals delivered after the delivery time specified be considered. Late Bid Proposals will not be accepted.

4.5. **Business Name Requirement.** The Offeror must provide on the Bid Proposal, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the Offeror must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

4.6. **Withdrawal or Modification of Bids**. Prior to the bid closing date and time as indicated on the Bonfire solicitation page for this solicitation, Bid Proposals may be withdrawn by the BIDDER only through Bonfire. Except as specifically provided herein, no BIDDER may modify or withdraw a bid after the appointed bid closing time. Negligence on the part of the BIDDER in preparing its Bid Proposal confers no right of withdrawal or modification of its Bid Proposal after the solicitation has closed on Bonfire. Said Bid Proposals and any bid security shall be in force for a period of not less than one-hundred twenty (120) days after the bid opening time. Further, said bid security and Bid Proposal shall continue in force after said period of one-hundred twenty (120) days, until thirty (30) days following the date of receipt by the COUNTY of written notice from the BIDDER of its intent to withdraw its Bid Proposal, or until the date specified in said written notice as the expiration date of the Bid Proposal, whichever is later. The aforementioned bid security or Bid Proposal times will remain in effect irrespective of whether an award has theretofore been made by the COUNTY. Notwithstanding the provisions of the preceding sentence, the BIDDER may extend its Bid Proposal at any time prior to the scheduled expiration thereof. BIDDER may not assign or otherwise transfer their Bid Proposals prior to, or after, the Bid Proposal opening time.

4.7. **Opening of Bids.** At the time and place fixed for the opening of Bid Proposals (see above), every Bid Proposal properly submitted via the County's electronic solicitation system, Bonfire, within the time fixed for receiving Bid Proposals, will be electronically opened through a virtual meeting as indicated on the cover page for

this specific solicitation and publicly read aloud, irrespective of any irregularities found therein. Any BIDDER and other persons interested may be present or represented on the virtual meeting.

4.8. **Power of Attorney.** Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

4.9. **Bidder's Request for Interpretation of Contract Documents.** No interpretation of the meaning of the Drawings, Specifications, or other Contract Documents, as defined in the General Conditions, will be made to, or if made may be relied upon by, any BIDDER except as expressly noted below. Every request for such interpretation must be submitted in writing to the Pasco County Purchasing Department through the Vendor Discussions tab in the Messages section of this solicitation's page on Bonfire. To be given consideration, such requests must be received prior to the question deadline as set by the solicitation. Any and all such interpretations from bidders and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted on the Bonfire page for this solicitation (https://pascocountyfl.bonfirehub.com/) not later than five (5) days prior to the bid closing date. Failure of any BIDDER to acknowledge any such addendum or interpretation shall not relieve said BIDDER from any obligation imposed in such addendum. All addenda so issued shall become part of the Contract Documents, as defined in the General Conditions, when the COUNTY has provided addenda within the time frame stated above. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications of this solicitation.

4.10. **Site Examination**. Before submitting a Bid Proposal, every BIDDER should examine publicly available information regarding site conditions, submit any questions about the site conditions to the Pasco County Purchasing Department through the Vendor Discussions tab in the Messages section of this solicitation's page at the link at https://pascocountyfl.bonfirehub.com, and attend any site visits offered by the County. The BIDDER shall satisfy itself as to: (1) the nature and location of the Work; (2) the location of existing utilities; (3) subsurface conditions; (4) the character, quality and quantity of all materials needed for the performance of the Work; (5) the kind and extent of the equipment, labor and other resources or facilities needed for the performance of the Work; (6) the general and local conditions, as well as all difficulties that may be encountered, including but not limited to weather conditions; and (7) all other items which may in any way affect or impact the Work or its performance. No pleas of ignorance of conditions or difficulties that may exist prior to the bid opening time, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this bid package as a result of a failure to investigate as provided above, will be accepted as an excuse for any failure or omission on the part of the successful BIDDER (i.e., the CONTRACTOR) to fulfill, in every detail, all of the requirements of the Contract Documents, as defined in the General Conditions, nor will they be accepted as a basis for any claims whatsoever for extra compensation, or for any extension of time.

5. BID BONDS AND OTHER BID SECURITIES

A bid bond or other security is required with this bid. Either cash, a certified check, a cashier's check, an irrevocable letter of credit or in the alternative, a Bid Bond completed and signed by all required parties shall be required to accompany each Bid Proposal in a stated dollar amount which equals not less than five percent (5%) of the sum of the computed total amount of the Bid Proposal of the BIDDER. The BIDDER shall use the Bid Bond form provided in the Bid Proposal. Any submitted certified check, cashier's check, or irrevocable letter of credit submitted in lieu of a bid bond shall be drawn on a solvent bank or trust company authorized to do business in Florida, payable to the order of the Pasco County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law. Sureties on Bid Bonds shall be companies authorized to do business in the State of Florida; all such bonds shall be issued or countersigned by a local producing agent who is licensed in the State of Florida and satisfactory evidence of the authority of the person or persons executing such bonds shall be submitted with the bond. Personal and corporate checks are not acceptable to the COUNTY. Any deviation from these requirements may result in rejection of a bid as non- responsive.

6. BID ERRORS

The BIDDER should initial erasures or corrections in any Bid Proposal in ink. The COUNTY shall reject any Bid Proposal with such erasures or corrections where County staff concludes it cannot determine with certainty the accuracy or intent of said Bid Proposal, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Proposal will govern. Unit prices will be utilized to adjust the total compensation due the successful BIDDER based on actual quantities encountered. No negotiation of these unit prices after contract award will be allowed. Significant changes in quantities, including total deletions, are possible. Therefore, each BIDDER shall proportionately distribute overhead and profit across the unit prices.

7. BRAND NAMES, REQUESTED INFORMATION, AND DESCRIPTIVE LITERATURE

7.1. In instances where the Contract Documents, as defined in the General Conditions, make this subject applicable, any use therein of brand names, manufacturer's makes, trade names, information and/or catalog numbers are so used for the purpose of providing description and for establishing acceptable quality levels. Such references are not intended for the purpose of placing restrictions upon a BIDDER (other than as to quality), and any BIDDER may propose and describe brands believed to be equal or better than the otherwise-specified brand. The burden of proof that the brand proposed by the BIDDER is in fact equal to that referenced in the Contract Documents, as defined in the General Conditions, lies exclusively with the BIDDER. In the event that either COUNTY staff or the Professional determines that the equal proposed by the BIDDER does not meet the specifications, the successful BIDDER shall be required to provide the named brand item, or an equal acceptable to the County, at no additional cost to the County.

7.2. Each BIDDER must furnish all requested information in the spaces provided on the Bid Proposal. Additionally, where required pursuant to the provisions of this bid package, each BIDDER must submit the following with their Bid Proposal: catalog cuts, sketches, descriptive literature, and/or complete specifications relative to the items proposed and offered. References to previously submitted material concerned

with previous Bid Proposals are not acceptable to the COUNTY.

8. COLLUSION AMONG BIDDERS

Each Bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a Bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

9. COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION

9.1. Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (including County Commissioners) (collectively "County Persons") regarding requests for proposals, requests for qualifications, bids, or contracts by the Bidders or any member of the Bidder's staff, an agent of the Bidder, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. Nothing herein shall prohibit a prospective Bidder from contacting the Purchasing Director, or Purchasing staff identified in this solicitation, to address concerns or grievances or receive clarification about a particular procurement.

9.2. For purposes of this provision lobbying activities shall include, but not be limited to, influencing, or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes, or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

9.3. The prohibition on communication with County Persons by Bidders and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which a Bidder may have an interest outside of the solicitation.

10. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

All material, equipment, etc., as proposed and offered by a BIDDER, in instances where applicable due to the nature of the bid matter with which this bid package is concerned, must meet, and conform to all O.S.H.A. requirements as set forth in Subpart E of the O.S.H.A. Standards for Construction (29 CFR 1926), as amended. The signature of the BIDDER or of the authorized representative thereof upon the Bid Proposal shall constitute

certification of such fact.

11. CONDITION OF MATERIALS AND PACKAGING

In instances where the Specifications make this subject applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the successful BIDDER pursuant to the requirements imposed upon said BIDDER by this bid package, will be new and of good quality; all related containers being new and suitable for storage and shipment; and all prices shall include the cost of standard commercial packaging. The successful BIDDER shall be solely responsible for making any and all claims against carriers as concerns missing or damaged items.

12. CONFLICT OF INTEREST

The Bidder, by submission of its Bid Proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

13. CONTRACTOR LICENSING, REGISTRATION, AND CERTIFICATION

13.1. Each BIDDER shall be properly licensed, registered, and/or certified, as necessary, or otherwise appropriate, by the State of Florida, Pasco County, and/or any municipality in Pasco County, for each category of Work specified in this bid. The County reserves the right to request copies of such licenses, registrations, or certifications.

13.2. For categories of work that are exempt from licensing, registration, and/or certification requirements under Florida Statute, but where certification by the Florida Department of Transportation is available, the BIDDER shall be certified by the Florida Department of Transportation in each category, as necessary or otherwise appropriate.

13.3. All required licenses, registrations, and/or certifications must be current and effective as of the Bid Opening date and must be maintained throughout the life of the contract. Failure to be properly licensed, registered, and/or certified as of the Bid Opening date will result in rejection of the bid as non-responsive, and at any other time during the life of the contract shall constitute sufficient grounds for a declaration by the COUNTY that the CONTRACTOR is in default and for termination of the contract for cause by the COUNTY.

14. CONTRACTUAL OBLIGATIONS

The successful BIDDER may not sublet or subcontract any of the contractual obligations concerning this bid matter except as provided for in the written contract between the COUNTY and the CONTRACTOR. This statement does not prohibit subcontracting of the Work but does prohibit subcontracting overall management obligations pertaining to the Work, or any substantial component thereof, and not more than eighty percent (80%) of the Work, as measured against the Bid Price, shall be subcontracted under any circumstances. This limitation on subcontracting shall not apply to any aspect of the Work that involves the supply of equipment or materials alone. The CONTRACTOR shall retain ultimate liability for all contractual obligations.

15. DEBARMENT

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the Federal Government of the United States, an agency of the State of Florida, or an agency within the Tampa Bay-Clearwater-St. Petersburg Metropolitan Statistical Area (MSA) and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any agency noted herein. The Bidder also certifies that the components used in the production of the commodities offered herein are not supplies by a vendor who currently is debarred from submitting bids for contracts issued by any political subdivision or agency of the Federal Government of the United States, an agency of the State of Florida, or an agency within the Tampa Bay-Clearwater-St. Petersburg Metropolitan Statistical Area (MSA).

16. DEVIATIONS

No material deviations or exceptions shall be accepted with the Bid Proposal. This shall not preclude the proposal of substitute brand names, pursuant to paragraph 7 above.

17. EXECUTION OF WRITTEN CONTRACT

The BIDDER receiving from the COUNTY a Notice of Intent to Recommend Award will be required to sign and submit to the COUNTY, within ten (10) days after the issuance of said notice, a written agreement that has been made a part of this bid package and identified as the Agreement. Said written agreement will evidence in written form the contract to be made by the COUNTY following award by the BOARD to the successful BIDDER. For Projects involving funds from EPA, the ten (10)-day period will not begin to run until after the COUNTY has received approval of the award by DEP and/or EPA, as applicable. The Contract shall be contingent upon the timely provision by the BIDDER to the COUNTY of all documentation required by these Contract Documents and may be unilaterally terminated by the COUNTY for cause upon the failure of the BIDDER to supply said bonds, insurance certificates and other required documentation within the time frames set forth in the Contract Documents.

18. E-VERIFY REQUIREMENT

18.1. A contractor or consultant entering into a contract with a public entity (such as the COUNTY) is required to be registered with the U.S. Dept. of Homeland Security's E-Verify System and to utilize it to verify the work authorization status of all newly hired employees throughout the term of the contract. The contractor or consultant shall also be required to obtain and retain affidavits from all subcontractors or subconsultants utilized during the contract verifying that they do not employ, contract with, or subcontract with any unauthorized aliens as that term is defined in 8 U.S.C. § 1324a(h)(3). The failure to comply with this requirement constitutes grounds for termination of the contract and for such other penalties as provided under section 448.095, Florida Statutes.

18.2. If a public employer has terminated a contract with a contractor for failure to comply with the requirements of the paragraph above, the contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated.

18.3. The County reserves the right to request verification of compliance from its

consultants and contractors during the term of its contract with the COUNTY and for a period of up to five (5) years thereafter. Should a COUNTY-retained consultant, contractor, and/or its subconsultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant, contractor and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the county as a result of such non-compliance. Compliance with this section is mandatory for all projects.

19. LAWS AND REGULATIONS

All applicable Federal, State, and local laws, ordinances, rules, and regulations shall apply to this Agreement throughout, and they will be deemed to be included in the Agreement as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

20. NON-APPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of non-appropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then- current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Bidder on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

21. NON-DISCRIMINATION (DISCRIMINATORY VENDOR LIST)

21.1. During the performance of this Agreement, the BIDDER herein assures the COUNTY that said BIDDER is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the BIDDER does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the BIDDER or its applicants for employment. The BIDDER understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the BIDDER herein assures the COUNTY that said BIDDER shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

21.2. Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to the state or any department or agency of this state (“public entity”); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a

public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

21.3. The BIDDER agrees to include this provision in all subcontracts issued under this solicitation.

22. OFFICIAL DOCUMENTS

The Pasco County Board of County Commissioners (Pasco County) is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through an electronic solicitation system, which can be accessed by following the link to the Bonfire website at https://pascocountyfl.bonfirehub.com. Solicitation documents MUST be downloaded at NO COST using this system. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon. Pasco County is not responsible for solicitation documents obtained from sources other than Bonfire. Only vendors who properly register and obtain solicitation documents directly from Bonfire will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE SITE LISTED AT THE LINK ABOVE, IT IS REQUIRED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT THE WEBSITE LISTED AT THE LINK ABOVE AT NO COST.

23. PERFORMANCE BOND AND PAYMENT BOND

23.1. A Performance Bond and Payment Bond will be required regardless of the award amount of this Agreement.

23.2. A Performance Bond is required from the successful Bidder and shall be issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by the COUNTY and authorized to transact business in the State of Florida and shall be provided by the successful BIDDER for purposes of insuring the faithful performance of the obligations imposed by the resulting contract.

23.3. A Payment Bond is required from the successful Bidder and shall be issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by the COUNTY and authorized to transact business in the State of Florida and shall be provided by the successful BIDDER for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the performance by the successful BIDDER under such contract.

23.4. The Performance Bond and Payment Bond forms have been included in the Contract Documents, as defined in the General Conditions, and said forms must be properly

executed by the surety company and the successful BIDDER and submitted to COUNTY staff within ten (10) days after issuance of Notice of Intent to Recommend Award by the COUNTY PURCHASING DIRECTOR. In lieu of the bonds required by this section, the successful BIDDER may file with the COUNTY an alternative form of security that shall be in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit, or a security of the type listed in Part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bonds required by this section. The determination of the value and acceptability of such alternative forms of security shall be made exclusively by the COUNTY.

24. PUBLIC ENTITY CRIMES STATEMENT

Pursuant to Sections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit response for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Additionally, a conviction of a public entity crime may form the basis for the rejection of a bid, offer, or proposal by the COUNTY, or for termination of a contract with the COUNTY. The COUNTY may make inquiries regarding alleged convictions of public entity crimes at any time. The unreasonable failure of a BIDDER to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract. The BIDDER agrees to include this provision in all contracts it issues resulting from this solicitation.

25. TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the Bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

26. TIME IS OF THE ESSENCE; LIQUIDATED DAMAGES

Each BIDDER is reminded that time is of the essence of this Agreement, and failure to complete the Work on time shall constitute a material breach of the Agreement, the basis for a determination of the default of the CONTRACTOR, and termination of the Agreement for cause. If the Contract Documents, as defined in the General Conditions, so indicate, an amount determined for liquidated damages at the daily

rate specified shall be assessed against the successful BIDDER not complying with a stated delivery time or performance time (or similarly stated information) as found in the Agreement.

27. SECURITY FORFEITURE

If within ten (10) days after the issuance of the Notice of Intent to Recommend Award, the successful BIDDER refuses, or otherwise neglects, to execute and deliver the required Agreement, or fails to furnish the required Performance and Payment Bonds, or acceptable alternative forms of security as stipulated herein, or any required insurance certification, the amount of the bid security provided by said BIDDER, whether cash, check, Bid Bond, or some other acceptable form, or any combination of these, may be forfeited, and the BIDDER shall be excluded from further consideration for award of the bid. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the BIDDER for the recovery of its bid security, or as a defense to any action based upon the neglect or refusal to execute the required Agreement, and/or to furnish the required bonds and/or applicable insurance certification.

28. SCRUTINIZED COMPANIES AND OTHER PROHIBITED ENTITIES OR ACTIVITIES

28.1. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; Florida Statute, or

2. Is engaged in business operations in Cuba or Syria.

28.2. By signing this Agreement, the BIDDER certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The BIDDER agrees to notify the COUNTY if placement on any of the aforementioned lists occurs or if the BIDDER is engaged in a boycott of Israel or has business operations in Cuba or Syria.

28.3. The COUNTY may terminate this Agreement if the BIDDER's certification above is found to be false; has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria. In addition to possible termination of this Agreement based on the above grounds, the County will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

29. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Effective July 1, 2023, and pursuant to section 287.05701, the County: (1) may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (2) may not give preference to a vendor based on the vendor's social, political, or ideological interests.

CONDITIONS OF THE CONTRACT

A. GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

Except for Titles, Subtitles, Headings, Running Headings, Table of Contents, and Indices (all of which are printed herein merely for convenience), the following, except for such portions that may be specifically excluded, constitute the Contract Documents:

1.1 BIDDING REQUIREMENTS – INSTRUCTIONS TO BIDDERS

1.2 CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS
B. SPECIAL CONDITIONS
C. PROJECT-SPECIFIC CONDITIONS

1.3 BID PROPOSAL DOCUMENTS includes the Bid Proposal Form and the documents below and any documentation submitted prior to the Notice to Apparent Low Bidder.

BID BOND FORM
FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCLOSURE STATEMENT FORM
CONFLICT OF INTEREST DISCLOSURE FORM
CERTIFICATION OF UNDERSTANDING (NPDES AND PPCP)
CONTRACTOR RESPONSIBILITY SURVEY FOR ENGINEERING AND CONSTRUCTION SERVICES

1.4 AGREEMENT

1.5 DOCUMENTS (SAMPLES OF REQUIRED POST-AWARD FORMS):

PUBLIC CONSTRUCTION BOND FORM
PAYMENT BOND FORM
CERTIFICATE OF INSURANCE
ENDORSEMENT
APPLICATION FOR PAYMENT – FORM

Attachment 1 – Disputes viz. prior application
Attachment 2 – Disputes viz. current application Schedule of Values

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS
SUBCONTRACTOR WAIVER OF LIEN AGAINST PAYMENT BOND (PROGRESS AND FINAL)

CHANGE ORDER FORMS
CONSENT OF SURETY TO CHANGE ORDER
ALLOWANCE AUTHORIZATION RELEASE (AAR) FORM
CONSENT OF SURETY TO FINAL PAYMENT

1.6 The Executed Bid, Payment and Performance Bonds.

1.7 All Addenda Issued by the County.

1.8 The original Specifications and Drawings.

1.9 All Supplemental Drawings Issued After Award of the Agreement.

1.10 All Field Orders, AARs, and/or Change Orders issued after Award of the Agreement.

1.11 Site Examination

ARTICLE 2 – DEFINITIONS

The following words and expressions shall, wherever they appear in the Contract Documents be construed as follows.

2.1 Addenda. Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Contract Documents.

2.2 Agreement. The principal written agreement between the COUNTY and the CONTRACTOR that, along with the other Contract Documents, sets forth the respective rights and obligations of the parties. The Agreement will be attached to and made a part of these Contract Documents thereof.

2.3 Allowance Authorization Release (AAR). The written pre-approval of the COUNTY ADMINISTRATOR or his designee for Allowance Work.

2.4 Allowance Work. That additional or revised work described in Article 21 of these General Conditions of the Contract.

2.5 Application for Payment. The formal written request of a CONTRACTOR for a or final payment, which is to include such supporting documentation as may be required by the Contract Documents and which is to be submitted on the most recent COUNTY- approved form.

2.6 Beneficial Occupancy. The status of completion of a specified portion of the Project which (in the opinion of the DIRECTOR, upon recommendation by the

PROJECT MANAGER, as evidenced by a Certificate of Beneficial Occupancy) is sufficiently complete, in accordance with the Contract Documents, so that the COUNTY may utilize that portion for the purposes for which it was intended, when said use will not significantly interfere with the construction of the remaining (uncompleted) part of the Project.

2.7 **Bid Proposal.** The offer or proposal of the BIDDER submitted on the prescribed form setting forth the price(s) for the Work to be performed.

2.8 **Bidder.** Any natural person, partnership, corporation, limited liability company, or any other legal entity submitting a Bid Proposal for the Work.

2.9 **BOARD.** Shall mean the Board of County Commissioners of Pasco County, Florida.

2.10 **Bonds.** Bid, Performance, Payment, Warranty Bonds, and other instruments of security furnished by the CONTRACTOR and the SURETY for the CONTRACTOR in accordance with the Contract Documents.

2.11 **Change Order.** A written order signed by the Chairman of the Pasco County Board of County Commissioners or in the alternative, the COUNTY ADMINISTRATOR, (to the extent provided for under the COUNTY'S Purchasing Ordinance and Articles 8 and 21 of the General Conditions of the Contract Documents), authorizing an addition, deletion or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

2.12 **Contract Documents.** The Agreement between the parties and all other documents delineated in Article I of these General Conditions of the Contract.

2.13 **CONTRACTOR.** The successful BIDDER, whether a natural person, partnership, corporation, limited company, or any other legal entity or combination thereof, with whom the BOARD has entered into the Agreement.

2.14 **Contract Price.** The total monies payable by the COUNTY to the CONTRACTOR under the Contract Documents.

2.15 **Contract Time.** The number of calendar days stated in the Agreement for Completion of the Work and for performance of any Allowance Work hereunder, as amended by one or more approved Change Orders. The first day of the Contract Time shall be the date the Chairman of the BOARD executes the Agreement on behalf of the COUNTY, unless otherwise specified in the Contract Documents.

2.16 **Cost of Work.** With respect to Change Orders, the costs necessarily incurred and

paid by the CONTRACTOR in the proper performance of the change order work, as delimited and restricted by Article 15 of these General Conditions of the Contract.

2.17 COUNTY. The BOARD and the BOARD acting by and through its authorized designees, agents and employees.

2.18 COUNTY ADMINISTRATOR. The County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them as set forth in the Contract Documents. Pursuant to the Pasco County Code of Ordinances, the County Administrator shall have direct authority to execute all written Change Orders involving name changes of the CONTRACTOR; the assignment by the CONTRACTOR to another entity of its obligations under this Contract; and for time extensions only for completion of the Work, provided they are in conformance with the law and applicable, policies, rules and regulations as well as for emergency purchases under the Pasco County Code of Ordinances. The COUNTY ADMINISTRATOR is also specifically authorized to execute unilateral Change Orders up to the amount of the Allowance time and funds approved for this Project.

2.19 COUNTY ENGINEER. The Director of Engineering Services of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them.

2.20 COUNTY PURCHASING DIRECTOR. The Purchasing Director of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them.

2.21 Day. One calendar day when used in the Contract Documents, measured from midnight to the next midnight, unless specified as a business day, in which case the term shall exclude Saturdays, Sundays, and holidays for which COUNTY offices is closed for business during any given calendar year.

2.22 Defective. An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, deficient, or otherwise does not conform to the Contract Documents.

2.23 DEPARTMENT. Except as otherwise modified, a term that refers to the Branch, Division, Department or Office within the COUNTY that is administering the Project.

2.24 DIRECTOR. Except as otherwise modified, a term that refers to the

Administrator or Director of the Branch, Division, Department or Office initiating and managing the Project or the authorized designee thereof.

2.25 Draft Payment Request. The draft of an Application for Payment, utilizing the most current COUNTY-approved Application for Payment form and designated by the word "DRAFT" in the top-right corner of each page thereof, submitted by a CONTRACTOR to the PROJECT MANAGER in advance of, and as a condition precedent to, the submission by the CONTRACTOR of the Application for Payment, for the purpose of identifying and resolving possible errors which could cause any or all amounts of the Application for Payment to be rejected as disputed pursuant to the Florida Prompt Payment Act, Florida Statutes Section 218.735.

2.26 Drawings. The drawings that show the character and scope of the Work to be performed and which have been prepared or approved by the PROFESSIONAL.

2.27 Equal/Equivalent. A product, service, component, or system that is demonstrated to the satisfaction of the DIRECTOR, upon the recommendation of the PROJECT MANAGER, to be equal to the product service, component or system specified. The DIRECTOR shall be the sole judge of acceptability of a proposed Equal/Equivalent.

2.28 Field Order (FO). A written direction to the CONTRACTOR from the PROFESSIONAL that modifies Drawings and Specifications without changing Contract Price or Contract Time.

2.29 Final Acceptance. The acceptance of the Work by COUNTY as evidenced by the signature of the PROJECT MANAGER and the DIRECTOR upon the Certificate of Final Completion form. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the PROJECT MANAGER and the DIRECTOR have assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out. Final Acceptance may also require inspection by certain regulatory agencies.

2.30 Final Total Bid Price. The ultimate bid price to be used by the COUNTY in its determination of the lowest and best Bid Proposal, which shall be calculated by the COUNTY based on the Total Bid Price submitted by a BIDDER and which may include the addition or deletion of Alternates included in the Alternate Bid Schedule submitted by the BIDDER in the Bid Proposal, as well as any allowances established and approved by the COUNTY. Upon acceptance and award of the bid, the Final Total Bid Price shall form the basis for the initial Contract Price.

2.31 Final Completion. The status of completion of the Work such that, in the opinion of the DIRECTOR, upon the recommendation of the PROJECT MANAGER, as evidenced

by a definitive and duly executed Certificate of Final Completion, all Work has been completed in accordance with the General Documents, and there remain no outstanding and unfinished Punch List items.

2.32 Non-conformance Report (NR). A written notice from the PROJECT MANAGER to the CONTRACTOR reporting on an aspect of defective work that requires the immediate correction of the same by the CONTRACTOR.

2.33 Notice. Any notice required or permitted by the Contract Documents. Said Notice shall be in written form. Notice shall be served upon the CONTRACTOR at the place of business given in the Contract Documents. Notice to the COUNTY shall be served at the office of the DIRECTOR.

2.34 Notice to Proceed (NTP). The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to begin the Work.

2.35 Notice to Procure (NTPr). The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to begin to source, procure and schedule delivery of materials, supplies, manufactured articles, and equipment necessary to complete the Work.

2.36 Notice of Suspension. The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to suspend the Work pursuant to paragraph 16.1 of Article 16 of these General Conditions of the Contract.

2.37 Notice of Termination. The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to terminate the Work for reasons other than the convenience of the COUNTY, pursuant to paragraph 16.2 of Article 16 of these General Conditions of the Contract.

2.38 Notice of Termination of Convenience. The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to terminate the Work for the convenience of the COUNTY pursuant to subparagraph 16.2.3 of Article 16 of these General Conditions of the Contract.

2.39 Notice to Apparent Low Bidder. The written notice issued by the COUNTY to the apparent low BIDDER, directing said BIDDER to complete the Contractor's Responsibility Survey and execute and submit the Agreement for possible submission to the BOARD.

2.40 Pay Quantity. When applicable, the estimated quantity multiplied by the unit price for each pay item specified in the Bid Proposal.

2.41 **Procurement.** The activity of sourcing, procuring, and scheduling delivery of materials, supplies, manufactured articles and equipment necessary to complete the Work.

2.42 **Professional.** The professional architectural/engineering firm designated to perform the design and/or resident engineer services for the Work by a prior agreement entered into between the COUNTY and said firm, or the COUNTY ENGINEER on those occasions when, and to the extent that, COUNTY shall perform the design and/or resident engineer services for the Work of a portion thereof.

2.43 **Project.** The total construction activities comprising the Work to be provided under the Contract Documents, in whole or in part as indicated elsewhere in the Contract Documents.

2.44 **Project Manager (PM).** A natural person employed by the COUNTY and assigned to manage and administer the Project that is the subject of the Contract Documents. The PROJECT MANAGER may designate in writing a PROJECT REPRESENTATIVE to perform certain duties and responsibilities as maybe set forth in the Special Conditions.

2.45 **Project Representative (PR).** A natural person employed by the COUNTY and designated in writing by the PROJECT MANAGER, with the written concurrence of the DIRECTOR, to perform certain duties and responsibilities as set forth in the Special Conditions.

2.46 **Punch List.** A detailed list of Work remaining after Substantial Completion prepared or approved by the PROJECT MANAGER with the consent of the DIRECTOR that the CONTRACTOR must complete to achieve Final Completion and a prerequisite to Final Acceptance.

2.47 **Schedule.** A plan for performing Work or achieving an objective.

2.48 **Schedule of Values.** A statement furnished by the CONTRACTOR to the COUNTY reflecting the portions of the Contract Price sum allotted for the various parts of the Work and used as the basis for reviewing the applications of the CONTRACTOR for progress payments.

2.49 **Site.** The area(s) on which the operations of the CONTRACTOR are carried out and such other adjacent areas that may be designated as such by the Contract Documents.

2.50 **Specifications.** Those portions of the Contract Documents consisting of written (general or detailed) technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

2.51 **Subcontractor.** Any natural person, partnership, corporation, limited liability company, or other legal entity or combination thereof, other than employees of the CONTRACTOR, who contracts with the CONTRACTOR to furnish labor, materials, and/or equipment for the Work.

2.52 **Submittals.** All drawings, diagrams, illustrations, schedules, samples, test results, and other data which are specifically prepared by a CONTRACTOR, SUBCONTRACTOR, manufacturer, fabricator, supplier, or distributor to illustrate some portion of the Work and all such illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

2.53 **Substantial Completion.** The status of completion of the Work which, in the opinion of the DIRECTOR, upon recommendation of the PROJECT MANAGER, as evidenced by a definitive Certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it was intended. All tests and/or reports required to verify the Project's compliance with the Contract Documents must be provided as a condition precedent to the COUNTY'S issuance of a Certificate of Substantial Completion.

2.54 **Substitution.** A product, service, component, or system that is not equal to that delineated in the Specifications, but which is proposed by the CONTRACTOR in lieu thereof. The acceptability of a Substitution shall be based on the data submitted and the benefit of the COUNTY, including, but not limited to, appropriate adjustments in price. The PROJECT MANAGER shall make a recommendation to the DIRECTOR with respect to any proposed substitutions, and the DIRECTOR shall be the sole judge of acceptability of any Substitution.

2.55 **Supplemental Drawings.** The drawings issued after the execution of the Agreement to explain further, to illustrate, or to show changes in the Work.

2.56 **Surety.** Any business entity that executes, as Surety, the Bid, Performance, Payment, or Warranty Bonds submitted by or on behalf of a CONTRACTOR.

2.57 **Total Bid Price.** The total price for which a BIDDER proposes to complete the Work, as submitted by a BIDDER in a Bid Proposal to the COUNTY, based on the Bid Schedule included with the Bid Proposal, but exclusive of adjustments by the COUNTY for Alternates listed in the Alternative Bid Schedule included in the Bid Proposal, and exclusive of any Allowances by the COUNTY.

2.58 **Work.** The work to be performed under this Agreement shall consist of Procurement, furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and service, including fuel, power, water, and

essential communications, and for the performance of all labor, work or other operations required for the fulfillment of the Agreement in strict accordance with the specifications, schedules, drawings and other Contract Documents as herein defined, all of which are made a part hereof, and including such detailed sketches as may be furnished by the PROFESSIONAL from time to time during construction in explanation of said Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the COUNTY.

ARTICLE 3 –PRELIMINARY MATTERS

3.1 **Delivery of Bonds and Other Documents.** When the BIDDER delivers the executed Agreement to the COUNTY, Payment and Performance Bonds shall be delivered as may be required in accordance with these Contract Documents. Subsequent to the COUNTY's execution of the Agreement and as a strict precedent to the issuance of a Notice to Proceed for the WORK, the BIDDER must deliver to the COUNTY a certified copy of the recorded bonds, along with a Project schedule, a schedule of values and a Maintenance of Traffic plan for County review and approval on or before the date of the pre-construction meeting. A Warranty Bond on the completed Work, to ensure that the Warranty obligations of the CONTRACTOR will be fulfilled, shall be delivered to the COUNTY in accordance with these Contract Documents as a prerequisite to the issuance of a Certificate of Substantial Completion, unless such coverage has otherwise been provided under the express terms of a Performance Bond. ***UNLESS THE DIRECTOR OR PURCHASING DIRECTOR HAS GRANTED AN EXTENSION OF TIME TO THE CONTRACTOR, THE FAILURE OF THE CONTRACTOR TO SUBMIT BONDS OR ANY OTHER DOCUMENTATION REQUIRED BY THESE CONTRACT DOCUMENTS TO THE COUNTY IN A TIMELY MANNER SHALL CONSTITUTE GROUNDS FOR THE TERMINATION BY THE COUNTY OF THE AGREEMENT FOR CAUSE.***

3.2 **Notice To Procure.** Upon the date specified in the County's written Notice to Procure, the
Contractor shall begin to source, procure, and schedule for delivery the materials, supplies,
manufactured articles and equipment necessary for the Work. No other Work shall be
performed until the County issues a Notice to Proceed.

3.3 **Commencement of Contract Time.** The Contract Time shall commence on the date specified in the County's written Notice to Proceed. Such Notice will be issued by the COUNTY after execution of the Agreement by the Chairman of the BOARD on behalf of the COUNTY.

3.4 **Commencement of the Project.** The CONTRACTOR shall begin the Work on

the date the Contract Time commences. No Work shall be done prior to the date on which the Contract Time commences. ***Any Work performed by the CONTRACTOR prior to date on which Contract Time commences shall be at the sole risk and expense of the CONTRACTOR.***

3.5 Before Commencement of Each Part of the Work

3.5.1 Before undertaking each part of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the PROJECT MANAGER any conflict, error, or discrepancy that it may discover. However, the CONTRACTOR shall not be liable to the COUNTY for failure to report any conflict, error, or discrepancy in the Drawings or Specifications unless the CONTRACTOR had actual knowledge thereof, or if the CONTRACTOR, by the exercise of reasonable diligence, should have known thereof.

3.5.2 At or before the pre-construction conference, the CONTRACTOR shall submit to the PROJECT MANAGER a proposed preliminary progress schedule covering the activities of Work. The schedule shall also include start and completion dates of the various stages of the entire Work and a preliminary schedule of submittals. The preliminary schedule will be superseded by final schedules as called for in the Contract Documents. The CONTRACTOR must also provide a schedule of values and a MOT Plan for COUNTY review and approval.

3.5.3 Except for Procurement, the CONTRACTOR or SUBCONTRACTORS shall perform no Work, and make no irrevocable commitments to vendors made, until the Contract Time commences.

3.6 Qualifications of Subcontractors, Vendors, and Suppliers

3.6.1 Within ten (10) days after receipt of Notice to Apparent Low Bidder, or prior to the award of the bid by the County (whichever is earlier) the CONTRACTOR shall submit to the PROJECT MANAGER a list of all SUBCONTRACTORS and all such other persons and organizations whom the CONTRACTOR intends to utilize in performing portion of the Work. The CONTRACTOR shall indicate the corresponding line item as shown on the Schedule of Values under which each SUBCONTRACTOR will be working.

3.6.2 The CONTRACTOR agrees, within fourteen (14) days of receipt of a written request from DIRECTOR, to promptly remove from the Project any personnel employed or retained by the CONTRACTOR, whom DIRECTOR may request in writing to be removed, with or without cause.

Any substitution submitted by CONTRACTOR must be acceptable to the DIRECTOR and said substitution shall be at no additional cost to the COUNTY.

3.6.3 The CONTRACTOR agrees, within fourteen (14) days of receipt of a written request from DIRECTOR, to promptly remove and replace any SUBCONTRACTOR employed or retained by the CONTRACTOR, whom DIRECTOR shall request in writing to be removed, with cause. If DIRECTOR requires the removal of any SUBCONTRACTOR, the CONTRACTOR shall submit a substitute acceptable to DIRECTOR and said substitution shall be at no additional cost to the COUNTY.

3.6.4 The CONTRACTOR may remove or replace a SUBCONTRACTOR employed or retained by the CONTRACTOR only with the prior written approval of the DIRECTOR. Said approval shall not be issued absent submission by the CONTRACTOR to the DIRECTOR of evidence, acceptable to the DIRECTOR, that the SUBCONTRACTOR to be removed or replaced has been paid in full for all services and material rendered by the SUBCONTRACTOR in connection with the Project.

3.7 Pre-construction Conference. Within ten (10) days following the award of bid by the BOARD, a conference shall be held for review and acceptance of the preliminary schedules and other deliverable specified (see 3.4.2 above); to establish procedures for handling submittals and process Applications for Payment, and to establish a working understanding among the parties as to the Work. These items are discussed in greater detail in the Special Conditions and/or Technical Specifications.

ARTICLE 4 – CONTRACT DOCUMENTS; INTENT, CONFLICTS, INTERPRETATION AND REUSE

4.1 Precedence

4.1.1 The Contract Documents comprise the entire agreement between the COUNTY and CONTRACTOR concerning the Work and may be altered only by Change Order.

4.1.2 It is the intent of the Contract Documents to describe the total Work to be constructed. The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, the CONTRACTOR shall call it to the attention of the PROFESSIONAL in writing before proceeding with the Work. The PROFESSIONAL shall respond with a written clarification as provided in Article 10. Any delays associated with the clarification shall be considered for time extensions only and *no damages for delay will be allowed,* absent fraud, bad faith, or active

interference on the part of the COUNTY accompanied by actual malicious intent to delay. In resolving such conflicts, errors, and discrepancies, the Contract Documents shall be given precedence in terms of the most stringent requirements as determined by the DIRECTOR. Enforcement of the most stringent requirements shall be at the option of the COUNTY. Figure dimensions on the Drawings shall govern over scale dimensions, and the detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for Work, materials, or equipment described in words that, so applied, have a well-known technical or trade meaning shall be deemed to have such recognized meaning.

4.2 Reuse of Documents. Neither the CONTRACTOR nor any SUBCONTRACTOR, manufacturer, fabricator, supplier, or distributor shall have or acquire any title or ownership rights in any of the Drawings, Specifications, or other documents (or copies thereof) prepared by, or bearing the seal of, the PROFESSIONAL, and they shall not reuse any of them on extensions of the Project or in connection with any other project.

ARTICLE 5 – PROJECT CONDITONS

5.1 Availability of Lands

5.1.1 The COUNTY shall furnish, at the times indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands that are designated for use by the CONTRACTOR for the Project. The COUNTY shall obtain easements for permanent structures or permanent changes in existing facilities unless otherwise specified in the Contract Documents. If the CONTRACTOR believes that any delay in the furnishing of these lands or easements by the COUNTY constitutes a valid reason for an extension of the Contract Time, the CONTRACTOR may make a claim for such time extension as provided for in Articles 11 and 13 of these General Conditions of the Contract, *but in no event will the CONTRACTOR be entitled to any damages or additional compensation for such delay,* absent fraud, bad faith, or active interference on the part of the COUNTY accompanied by actual malicious intent to delay. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.1.2 Upon request, the PROJECT MANAGER shall furnish to the CONTRACTOR copies of all available boundary surveys and subsurface tests.

5.2 Unknown or Concealed Conditions

5.2.1 If conditions are encountered, excluding existing utilities, at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions, of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the CONTRACTOR shall give the COUNTY notice thereof promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions. Failure to provide timely notice shall be considered a waiver by the CONTRACTOR of any claim relating to such unknown or concealed condition unless the COUNTY in its sole discretion allots some additional time for notice.

The PROJECT MANAGER and the PROFESSIONAL shall promptly investigate such conditions, and, if they differ materially and cause an increase or decrease in the cost of, or the time required for, performance of any part of the Work by the CONTRACTOR, the PROJECT MANAGER shall recommend to the DIRECTOR, for approval by the BOARD or the COUNTY ADMINISTRATOR, as authorized herein, an equitable adjustment in the Contract Price or Contract Time, or both. If the PROFESSIONAL and the PROJECT MANAGER determine that the conditions at the Site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Agreement is justified, the PROJECT MANAGER shall notify the CONTRACTOR of the determination in writing. The Work shall be performed after the PROJECT MANAGER provides direction.

5.2.2 The CONTRACTOR shall ascertain such conditions, described in 5.2.1 as may be readily determined by inspection and inquiry, such as the location, accessibility, and general character of the Site, prior to submitting a Bid Proposal.

5.2.3 The basis of determining payment for unknown or concealed conditions involving excavation and/or fill shall be by representative cross-sections taken before, and after, the performance of the Work by the CONTRACTOR.

5.3 Reference Points. The PROFESSIONAL shall establish on the Drawings such general reference points as in its judgment will enable the CONTRACTOR to proceed with the Work. The CONTRACTOR shall establish the coordinates and elevations of two permanent benchmarks on the site. The CONTRACTOR shall establish construction control including, but not limited to construction baseline, any additional temporary benchmarks, and elevations at 1000-foot intervals by utilizing a registered land

surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying). The CONTRACTOR shall be responsible for the layout of the Work, shall protect and preserve the established reference points and shall make no changes or relocations to them without the prior written approval of the PROFESSIONAL. The CONTRACTOR shall, within forty-eight (48) hours, give notice to the PROJECT MANAGER or Project Representative whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed, or moved by utilizing a registered land surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying).

5.4 Existing Utilities. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the COUNTY. The provision of such information does not relieve the CONTRACTOR from performing its own due diligence regarding existing utilities. The CONTRACTOR also acknowledges that the COUNTY has no control over the relocation schedules of the effected utilities within the Project area. Prior to commencing Work, the CONTRACTOR shall be responsible for verification of the location of all underground utilities to the extent that the utilities can be reasonably located. The CONTRACTOR shall, at a minimum, contact all utility companies for the purpose of having all utilities located by the utility companies. The CONTRACTOR shall clear and grub those areas identified by the affected utility as essential to its work. Furthermore, the CONTRACTOR shall be responsible for discovery of existing underground installations, in advance of excavating or trenching, by contacting all local utilities, and by prospecting to ascertain that the utilities shown or otherwise identified are in the area shown. When such exploratory excavations show the utility location as indicated on the drawings to be in error, the CONTRACTOR shall so notify the PROJECT MANAGER. The COUNTY shall not be liable for any damage or delay caused by any utility line that was or could have been identified by the CONTRACTOR using reasonable means. If the CONTRACTOR fails to fulfill its due diligence investigation or negligently conducts the due diligence investigation with respect to existing utilities prior to the commencement of Work, the CONTRACTOR will be deemed to have waived any claim the CONTRACTOR might otherwise have had to an adjustment of the Contract Price or Contract Time. If the CONTRACTOR fully performs a due diligence investigation with respect to existing utilities prior to the commencement of Work, and the CONTRACTOR is subsequently delayed by an unknown existing utility conflict, the CONTRACTOR may make a claim for an extension to the Contract Time in accordance with the requirements of the Contract Documents, but in no event will the CONTRACTOR be entitled to any damages or additional compensation from the COUNTY.

ARTICLE 6 – BONDS AND INDEMNIFICATION

6.1 Bonds.

Payment and Performance Bonds. The CONTRACTOR shall execute a Performance

Bond and a Payment Bond as shown in the Sample Required Post-Award Forms or furnish acceptable alternative forms of security as stipulated in the Instruction To Bidders as security for the faithful performance and payment by the CONTRACTOR of all obligations of the CONTRACTOR under the Contract Documents. The CONTRACTOR shall cause each such bond (or acceptable alternative) to be in an amount equal to 100% of the Contract Price, as said Contract Price may be adjusted from time to time by an appropriate Change Order. Additionally, each such bond shall be as shown on the attached forms and shall be executed by the CONTRACTOR, and by a SURETY, authorized to do business as a surety in Florida, who is otherwise acceptable to the COUNTY.

Said executed Performance Bond and Payment Bond shall be provided to the COUNTY by the CONTRACTOR prior to submission of the Agreement to the BOARD for its approval and execution. Prior to commencing Work, it shall be the responsibility of the CONTRACTOR to record in the Public Records of the COUNTY the executed Performance Bond and Payment Bond and to provide the COUNTY with a certified copy of the recorded bonds.

Warranty Bond. Upon completion of the Project and as a condition of Substantial Completion, the CONTRACTOR shall execute a Warranty Bond in a form acceptable to the COUNTY or furnish acceptable alternative forms of security for the faithful performance by the CONTRACTOR of the obligation of the CONTRACTOR to warranty and guarantee the Work under the Contract Documents, unless coverage is already provided under the express terms of a Performance Bond. The CONTRACTOR shall cause said Warranty Bond (or an acceptable alternative) to be in an amount sufficient to guarantee the Work pursuant to Article 14 of these General Conditions of the Contract, as said Work may be adjusted from time to time by an appropriate Change Order. Each such bond shall be executed by the CONTRACTOR, and by a SURETY, authorized to do business as a surety in Florida, that is otherwise acceptable to the COUNTY, and delivered to the COUNTY immediately before, and as a condition of Substantial Completion.

Untimely Submission. The failure of the CONTRACTOR to submit the required Payment Bond, Performance Bond, and Certificates of Insurance within the times required by this Article may result in a delay in issuing the Award. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the CONTRACTOR to a change in the Contract Price or Time. The COUNTY also reserves the right to reject the CONTRACTOR's Bid Proposal and to award the bid to the next lowest bidder if the required documents are not received within the timeframe specified herein.

6.2 Indemnification

6.2.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities,

claims, suits, demands, damages, losses, and expenses, including, but not limited to attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) is caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Construction Contract.

6.2.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type or damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

6.2.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY, and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.

6.2.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 6.2.1-6.2.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been causes, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.

6.2.5 With respect to, and in consideration for, the indemnifications provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR as a separate consideration, the sum of $100.00, the sufficiency and receipt of which is hereby acknowledged.

6.2.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article 6 shall be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 7 – RESPONSIBILITIES OF THE CONTRACTOR

7.1 **Supervision and Superintendence.** The CONTRACTOR shall supervise and direct the Work efficiently and with its best skill and attention. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction unless specifically addressed in the Contract Documents. The CONTRACTOR shall be responsible for seeing that the finished Work complies accurately with the Contract Documents. The CONTRACTOR shall cooperate with and be responsible for coordination of the Work with other contractors and/or utilities at the Site in accordance with the Specifications, if applicable. The CONTRACTOR shall attend meetings as requested by the PROJECT MANAGER.

7.1.1 The CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent who shall not be replaced without written notice to the PROJECT MANAGER except under extraordinary circumstances. The CONTRACTOR shall provide Notice to the COUNTY of the identity of the superintendent at the Pre- construction Conference, and the COUNTY shall at that time be provided with a 24-hour, 7 days-per-week telephone number for the superintendent which shall remain valid until Final Completion. The superintendent shall be the representative of the CONTRACTOR at the Site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

7.2 **Labor, Materials, and Equipment.** The CONTRACTOR shall provide and pay for competent, suitable, qualified personnel to survey and layout the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order on the Site.

7.2.1 The CONTRACTOR shall furnish and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

7.2.2 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

7.2.3 All materials and equipment shall meet or exceed contract specifications and, except as may otherwise be provided in the Contract Documents, shall be new and of good quality. When requested by the PROJECT MANAGER, the CONTRACTOR shall furnish promptly a statement of the origin, compositions, and manufacture of any and all materials to be used in the construction of the Work, together with samples that may be subjected to the tests provided for in the Specifications, to determine their quality and fitness for the Work. The CONTRACTOR shall further promptly supply, at the request of the PROJECT MANAGER, certification from the supplier of any material to be incorporated into the Work that said material meets or exceeds the Specifications.

7.2.4 At any time during the course of the CONTRACT, with respect to any and all materials and equipment to be used in the construction of the Work, the PROJECT MANAGER may request, and upon such request the CONTRACTOR shall furnish in form and substance satisfactory to the PROJECT MANAGER within ten (10) days, documentation which provides reasonable assurances to the COUNTY that the CONTRACTOR will be able to furnish said materials and equipment, all of proper quality and quantity, at bid prices, in a timely manner. Any and all risk of fluctuation in the market price of materials or equipment, or the availability thereof, shall remain at all times the sole responsibility of the CONTRACTOR.

7.3 Substitute Materials or Equipment. In the event the CONTRACTOR notifies the PROJECT MANAGER that certain materials or equipment described in the CONTRACT cannot be procured by the CONTRACTOR for the project, or should the DIRECTOR, upon the recommendation of the PROJECT MANAGER, find to be inadequate the documentation submitted by the CONTRACTOR in response to a request for reasonable assurances of ability to furnish the materials or equipment as described above, the COUNTY may, as its option:

a. Waive any specification with respect to said materials or equipment,

authorize acceptable substitute materials or equipment, and make an appropriate adjustment to the amounts due the CONTRACTOR for the cost of said materials or equipment, including labor, and other expenses associated with the change; or

b. Procure the materials or equipment itself and charge the actual cost thereof, including labor and other incidental expenses incurred by the COUNTY, to the CONTRACTOR by deducting said costs and expenses from amounts otherwise due the CONTRACTOR.
Approval of any change in costs or schedule as a result of tentative acceptance of the substitute by the DIRECTOR, based on the recommendation of the PROJECT MANAGER, shall be by Change Order.

7.4 Concerning Subcontractors

7.4.1 The CONTRACTOR may not subcontract overall management obligations pertaining to the Work, or any substantial component thereof, and not more than eighty percent (80%) of the Work shall be subcontracted under any circumstances. This limitation on subcontracting shall not apply to any aspect of the Work that involves the supply of equipment or materials alone. The CONTRACTOR shall retain ultimate liability for all contractual obligations under the Contract Documents. The CONTRACTOR shall further be fully responsible for all acts and omissions of SUBCONTRACTORS, and of persons directly or indirectly employed by them, and of persons for whose acts any of them may be liable to the same extent as if the CONTRACTOR had employed them. Nothing in the Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and the COUNTY or any obligation on the part of the COUNTY to pay or to see to the payment of any monies due any SUBCONTRACTOR, except as may otherwise be required by law. The COUNTY may furnish to any SUBCONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR for specific Work done.

7.4.2 Any divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing Work among SUBCONTRACTORS or delineating the Work to be performed by any specific trade.

7.4.3 The CONTRACTOR agrees to bind specifically every SUBCONTRACTOR, by way of an appropriate written agreement, to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions, Special Conditions, and Project Specific Conditions, for the benefit of the COUNTY.

7.4.4 All Work performed for the CONTRACTOR by a SUBCONTRACTOR shall be pursuant to an appropriate written agreement between the CONTRACTOR and the SUBCONTRACTOR which shall contain provisions that waive all rights the contracting parties may have against one another for damages cause by fire or other perils covered by insurance, except such rights as they may have to proceeds of such insurance held by the COUNTY as trustee. The CONTRACTOR shall pay each SUBCONTRACTOR an appropriate amount determined by value of Work, of any insurance monies received by the CONTRACTOR under this insurance.

7.4.5 **County as Intended Beneficiary of Subcontracts.** The COUNTY shall be an intended substantial beneficiary of the written agreements between the CONTRACTOR and its SUBCONTRACTORS.

7.5 **Patent Fees and Royalties.** The CONTRACTOR shall pay all license fees and royalties and shall assume all costs incident to the use of any invention, design, process, or device which is the subject of patent rights or copyrights held by others.

7.6 **Permits.** The CONTRACTOR shall secure and pay all construction permits, licenses, governmental charges and inspection fees, and all public utility charges that are applicable and necessary for the execution of the Work as listed in the Construction Documents at the time of its Bid. A permit allowance may be established in the Bid Proposal. In the absence of a permit allowance being established, all permit costs shall be included in the base bid. Permits, if any, which are provided and paid for by the COUNTY, are listed in the Contract Documents. Any delays associated with the permitting process will be considered for time extensions only, and *no damages or additional compensation for delay will be allowed.*

7.7 **Laws and Regulations.** The CONTRACTOR shall give all notice and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the CONTRACTOR observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, the CONTRACTOR will notify the PROJECT manager promptly in writing. An appropriate Change Order shall then be used to institute any necessary changes. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the PROJECT MANAGER, the CONTRACTOR shall bear all related costs.

7.7.1 **LAW COMPLIANCE**. Each party will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the CONTRACTOR verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any CONTRACTOR during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of

this Agreement by the County.

7.8 Use of Premises. The CONTRACTOR shall confine its equipment, the storage of materials and equipment, and the operations of its workers to the area permitted by law, ordinances, permits, or the requirements of the Contract Documents. The CONTRACTOR shall not unreasonably encumber the Site with materials and equipment. Any loss or damage to the materials or equipment of the CONTRACTOR or of any SUBCONTRACTOR shall be solely at the risk of the CONTRACTOR.

7.8.1 The CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The CONTRACTOR shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

7.8.2 The COUNTY shall retain ownership of any usable material on the Premises such as fill, millings, etc. unless otherwise specified by the COUNTY at the pre-construction meeting.

7.9 Record Drawings

7.9.1 The CONTRACTOR shall keep at the Site and in good order one record copy of the Contract Documents, the Construction Plans, and the Shop Drawings. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to the PROFESSIONAL and the PROJECT MANAGER and shall be submitted to the PROJECT MANAGER prior to, or contemporaneously with, the Application for Final Payment. The CONTRACTOR shall provide record drawings in accordance with the Technical Specifications.

7.9.2 For water and wastewater facilities, the minimum requirements for record drawings are specified in the Special Conditions.

7.10 Safety and Protection

7.10.1 The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and for maintaining the Project Site in a safe and good order (which would include such activities as mowing or trimming grass, bushes or other vegetation and trash removal on the Site and as deemed necessary by the COUNTY) during the term of the Agreement. The CONTRACTOR shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to:

a. All employees on the Work and other persons who may be affected by it;

b. All the Work and all materials or equipment to be incorporated, whether in storage on or off the Site. The CONTRACTOR shall assume all risk of loss for stored equipment or materials, irrespective of whether the CONTRACTOR has transferred the title of the stored equipment or materials to the COUNTY; and

c. Other property at the Site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

7.10.2 The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or less. The CONTRACTOR shall erect and maintain, as required by the conditions and progress of the Work or as otherwise required or directed by the COUNTY, all necessary safeguards for safety and protection of persons and property throughout the term of the Agreement. CONTRACTOR shall notify owners of adjacent property and utilities when execution of Work may affect them prior to start of work. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable shall be remedied by the CONTRACTOR.

7.10.3 The CONTRACTOR shall designate a responsible member of its organization whose duty shall be the prevention of accidents at the Site. This person shall be the superintendent of the CONTRACTOR unless otherwise designated in writing by the CONTRACTOR to the PROJECT MANAGER.

7.11 Emergencies. In emergencies affecting the safety of persons, the Work or property at the Site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the PROJECT MANAGER, and then only if time or circumstances do not permit such special instructions or authorization, is obligated to prevent or mitigate threatened damage, injury, or loss. The CONTRACTOR shall give the PROJECT MANAGER written notice that the emergency provision has been invoked and shall state the reasons therefore within twenty-four (24) hours of the incident. If the CONTRACTOR believes the emergency resulted in additional Work, an otherwise untimely claim for a Change Order is permissible and may be submitted in accordance with the procedures set forth herein.

7.11.1 The CONTRACTOR shall immediately notify the PROJECT MANAGER of all events involving personal injuries to any person on the Site, whether or not such person was engaged in the construction of the Project and shall file a written report on such person(s) and any other events resulting in property damage of any amount within five (5) days of the occurrence of each such

event.

7.11.2 The PROJECT MANAGER upon learning of an emergency situation threatening the safety of persons or the integrity of property shall immediately report the circumstances to the DIRECTOR. If the DIRECTOR is unavailable to provide direction, or if the circumstances do not allow the PROJECT MANAGER a reasonable opportunity to seek guidance from the DIRECTOR, the PROJECT MANAGER may direct the CONTRACTOR to call out Work crews, equipment and materials to prevent threatened damage, injury or loss. The CONTRACTOR shall be obligated to comply with any directions issued by the PROJECT MANAGER when the PROJECT MANAGER has determined that an emergency situation exists. If the CONTRACTOR believes the emergency resulted in additional Work, an otherwise untimely claim for Change Order is permissible and may be submitted in accordance with the procedures set forth herein.

7.12 Submittals and Samples

7.12.1 After checking and verifying all field measurements, the CONTRACTOR shall promptly submit to the PROFESSIONAL for approval, in accordance with the accepted schedule of submittals, all Submittals required by the Contract Documents. All Submittals shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the PROFESSIONAL may require. The data shown on or with the Submittals will be complete with respect to dimensions, design criteria, materials, and any other information necessary to enable the PROFESSIONAL to review the Submittal as required. At the time of each submission, the CONTRACTOR shall give notice to the PROFESSIONAL of all deviations that the Submittal or sample may have from the requirement of the Contract Documents.

7.12.2 The CONTRACTOR shall submit to the PROJECT MANAGER for review and recommendation to the DIRECTOR for approval, within ten (10) days after Notice To Apparent Low Bidder, a preliminary Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work that will be confirmed in writing by the CONTRACTOR at the time of submittal.

7.12.3 The PROFESSIONAL shall review and approve Submittals. This review and approval by the PROFESSIONAL shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the PROFESSIONAL and resubmit the required number of corrected copies until approved.

The signature, initials, or stamp of approval of the CONTRACTOR on any Submittal shall constitute its representation to the PROFESSIONAL and COUNTY that the CONTRACTOR has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that each Submittal has been reviewed or coordinated with the requirements of the Work and the Contract Documents.

7.12.4 No Work requiring a Submittal shall commence until the PROFESSIONAL has approved the Submittal. A copy of each approved Submittal shall be kept in good order by the CONTRACTOR at the Site and shall be available to the PROFESSIONAL and COUNTY staff. Any delays associated with the submittal process will be considered for time extensions only, and no damages or additional compensation for delay will be allowed. No time extensions will be allowed for delays not attributable to the either the COUNTY or the PROFESSIONAL.

7.12.5 The approval by the PROFESSIONAL of Submittals shall not relieve the CONTRACTOR of its responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has called the attention of the PROFESSIONAL and the PROJECT MANAGER to such deviation in writing at the time of submission, and the PROJECT MANAGER, with the consent of the DIRECTOR, has given written approval to the specific deviation; any such approval by the PROFESSIONAL alone shall not relieve the CONTRACTOR from responsibility for errors or omissions in the Submittals.

7.12.6 To facilitate review, the CONTRACTOR shall number consecutively each Submittal. This numbering system shall be in order of Submittal. Any re-submittal required shall have the same number as the original Submittal followed by notation signifying that this is a second or third Submittal (e.g.," #14-2nd submittal"). All Submittals shall provide a space for the review stamp of the PROFESSIONAL, preferably on the first page. In addition, all Submittals shall contain the following notation completed by the CONTRACTOR:

Project Number and Name: _____

Submittal Number: _____

Deviations: _____

None: _____

As listed: _____

Reference Specification Number: _____

Reference Drawing Number: _____

Space Requirement: _____

As designed: _____

Different, as listed: _____

Contractor has reviewed and submitted for approval.

Signature: _____ Date: _____

The review of a particular Submittal will be undertaken only if the above such information is provided.

7.13 **Cleaning Up**. The CONTRACTOR shall maintain the Site free from accumulations of waste materials, rubbish, and other debris resulting from the Work on a daily basis as well as overgrown grass, plants or vegetation on Site or as otherwise required by the COUNTY during the term of the Agreement. At the completion of the Work, the CONTRACTOR shall remove all waste materials, rubbish, and debris from the Site as well as all tools, construction equipment and machinery, and surplus materials and will leave the Site clean and ready for occupancy by the COUNTY. In addition to any other rights available to COUNTY under the Contract Documents, the failure of the CONTRACTOR to maintain the Site may result in the withholding by the COUNTY of any amounts due CONTRACTOR. The COUNTY also reserves the right, upon the CONTRACTOR'S failure to perform clean-up activities, after written notice, to use its own forces or a third-party contractor and to delete the costs incurred from any amount due the CONTRACTOR. The CONTRACTOR will restore to original condition those portions of the Site not designated for alteration by the Contract Documents as part of its obligations under the Contract.

ARTICLE 8 – WORK BY OTHERS

8.1 The COUNTY may perform additional Work related to the Project with its own forces or may carry out such Work through direct contract with third-party contractors. The CONTRACTOR shall provide any third-party contractors, including, but not limited to, the employees, agents, subcontractors, and suppliers of such third-party contractors (or of the forces of the COUNTY performing the additional Work, reasonable opportunity for the introduction and storage of materials and equipment, and for the execution of work, and shall properly connect and coordinate its Work with theirs. The CONTRACTOR is not entitled to exclusive use of the Site. The COUNTY reserves the right to accept or reject Work related to the Project based on the quality of Work performed by the CONTRACTOR or its SUBCONTRACTORS.

8.2 If any part of the Work of the CONTRACTOR depends (for proper execution or results) upon the work of any such third-party contractor (or of the COUNTY), the CONTRACTOR will inspect and promptly report to the PROJECT MANAGER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results with respect to the Work. The failure of the CONTRACTOR to so report shall constitute an acceptance of the other work, except as to defects and deficiencies that may appear in the other work after the execution of its Work. The

CONTRACTOR shall be entitled to extension of time*, but not to damages or additional compensation from the COUNTY related to delay,* whether caused by such third-party contractors, or the COUNTY, absent fraud, bad faith, or active interference by the COUNTY which is accompanied by an actual malicious intent on the part of the COUNTY to cause delay.

8.3 The CONTRACTOR will do all cutting, fitting, and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such third-party work. The CONTRACTOR will not endanger any work of others by cutting, excavating, or otherwise altering such other work and will only cut or alter such other work with the written consent of the PROJECT MANAGER, and only if such alteration will not increase the Contract Price or Contract Time.

8.4 If the performance of additional work by third-party contractors or the COUNTY is not noted in the Contract Documents prior to the execution of the Agreement, written notice shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the COUNTY or others involves additional expense or entitles it to an extension of the Contract Time, the CONTRACTOR may make a claim as provided in Articles 11, 12, and 13 of these General Conditions of the Contract.

ARTICLE 9 - RESPONSIBILITIES OF THE COUNTY

9.1 The COUNTY shall issue all communications to the CONTRACTOR through the PROJECT MANAGER, except for authorization required by Change Order pursuant to the Contract Documents.

9.2 The COUNTY shall furnish the data required under the Contract Documents and shall make payments to the CONTRACTOR when due as provided in Article 15 of these General Conditions of the Contract.

9.3 The responsibilities of the COUNTY for providing lands, easements, and engineering surveys to establish reference points are set forth in Article 5 of these General Conditions of the Contract.

ARTICLE 10 – STATUS OF THE PROFESSIONAL DURING CONSTRUCTION

10.1 **County's Representative.** The PROFESSIONAL shall be a representative of the COUNTY during the construction period. The duties, responsibilities, and limitations of authority of the PROFESSIONAL as the COUNTY'S representative during construction are set forth in these General Conditions and shall not be extended without written designation from the Department administering the Project.

10.2 **Visits to the Site.** The PROFESSIONAL shall make periodic visits to the Site to observe the progress and quality of the executed Work and to determine, in general, if the

Work is proceeding in accordance with the Contract Documents.

10.3 Clarifications and Interpretations. The PROFESSIONAL shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by the CONTRACTOR, which shall be consistent with, or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification and interpretation entitles it to an increase in the Contract Price, and/or Contract Time, the CONTRACTOR may make a claim as provided for in Article 11, 12 and 13 of these General Conditions of the Contract.

10.4 Rejecting Defective Work. The PROFESSIONAL has the authority to disapprove or reject Work that is defective. The PROFESSIONAL also has authority to require special inspection or testing of the Work at the CONTRACTOR'S expense, as provided in Article 14 of these General Conditions of the Contract, whether or not the Work is fabricated, installed or completed.

10.5 Resident Engineer. The PROFESSIONAL may furnish a full or part-time Resident Engineer and other personnel to assist it in carrying out services at the Site. The duties, responsibilities, and limitations of authority of any such Resident Engineer and other personnel are set forth in the Special Conditions, if applicable.

10.6 Decisions on Disagreements. The PROFESSIONAL shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If CONTRACTOR disagrees with the opinion of the PROFESSIONAL, CONTRACTOR shall refer claim, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents initially to the PROJECT MANAGER in writing with a request for a formal decision. The PROFESSIONAL will render in writing an opinion concerning the request of the CONTRACTOR for a formal decision and shall submit same to the PROJECT MANAGER. After receipt of the written opinion of the PROFESSIONAL and all information requested from CONTRACTOR, the PROJECT MANAGER shall make a recommendation to the DIRECTOR, who shall then render a formal decision in writing. Written notice of each such claim, dispute, and other matter shall be delivered by the CONTRACTOR to the PROJECT MANAGER within seven (7) days of the first occurrence of the circumstances giving rise to the claim, dispute, or other matter. Written supporting data will be submitted to the PROJECT MANAGER within fifteen (15) days after said first occurrence unless the PROJECT MANAGER, with the consent of the DIRECTOR, allows additional time. If CONTRACTOR fails to comply strictly with these notice and submittal time periods, the CONTRACTOR shall be deemed to have waived its right to assert any claim that the CONTRACTOR might otherwise have had concerning any such matter.

10.7 Limitations on the Responsibilities of the Professional. Neither the authority of the PROFESSIONAL to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise such authority, shall give rise to any duty or

responsibility of the PROFESSIONAL to the CONTRACTOR, any SUBCONTRACTOR, or any of their respective agents or employees.

10.7.1 The PROFESSIONAL shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions and programs used. The PROFESSIONAL shall not be responsible for the failure of the CONTRACTOR to perform the Work in accordance with the Contract Documents.

10.7.2 The PROFESSIONAL shall not be responsible for the acts or omissions of the CONTRACTOR, any SUBCONTRACTORS, any of their respective agents or employees, or any other persons performing any of the Work.

ARTICLE 11 – CHANGES IN THE WORK

11.1 Without invalidating the Agreement, the COUNTY may from time to time, order additions, deletions, or revisions in the Work. The CONTRACTOR shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of Work, the PROJECT MANAGER, with the consent of the DIRECTOR, may order the partial suspension of any Work related to the proposed deletion, in which case the CONTRACTOR must cease performance as directed; the CONTRACTOR shall not be entitled to additional compensation or an increase in the Contract Time as a result of the suspension. The CONTRACTOR shall not be entitled to claim lost profits on deleted work. All changed Work shall be executed under the applicable conditions of the Contract Documents. Additional Work performed by the CONTRACTOR without authorization, as represented by a properly executed Change Order approved by the BOARD or the COUNTY ADMINISTRATOR, as specified herein, will not entitle the CONTRACTOR to an increase in the Contract Price or to an extension of the Contract Time, except in the case of a *bona fide e*mergency as provided in Article 7 of these General Conditions of the Contract. No other employee or representative of the COUNTY including, but not limited to, the PROJECT MANAGER and the DIRECTOR, has the authority to approve a Change Order on behalf of the COUNTY. ***The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.***

11.2 Upon agreement between the PROJECT MANAGER and the CONTRACTOR as to changes in the Work to be performed, subject to consent of the DIRECTOR, or with respect to a claim by the CONTRACTOR for Work performed in an emergency as provided in Article 7 of these General Conditions of the Contract, the CONTRACTOR will prepare a written Change Order to be signed and submitted to the PROJECT MANAGER and/or the Professional (as directed by the County) for transmission by the DIRECTOR to the BOARD for approval.

11.3 It is the responsibility of the CONTRACTOR to notify its SURETY of any changes

affecting the general scope of the Work, Contract Price, or Contract Time and to secure the written consent of the Surety to any such changes.

11.4 In the absence of agreement between the PROJECT MANAGER and the CONTRACTOR or consent of the DIRECTOR as provided in paragraph 11.2 of these General Conditions of the Contract, the COUNTY may, in its sole discretion, issue a unilateral Change Order to the CONTRACTOR. Pricing of the unilateral Change Order will be in accordance with Section 12.1.5. The Change Order will specify a price, and if applicable, a time extension determined to be reasonable by the COUNTY. If the CONTRACTOR fails to sign said Change Order, the CONTRACTOR shall nevertheless be obligated to fully perform the work as directed by the Change Order.

11.5 Should the CONTRACTOR make a claim for an increase in Contract Time or an increase in Contract Price, then upon the request of the PROJECT MANAGER, the claim shall be accompanied by an affidavit stating that:

a. The claim is made in good faith;
b. The supporting data have been thoroughly reviewed by the CONTRACTOR and are accurate and complete to the best knowledge and belief of the CONTRACTOR; and
c. The amount requested accurately reflects the contract adjustment for which the CONTRACTOR believes the COUNTY is liable.

Absent such affidavit, if requested by the PROJECT MANAGER, the claim will not be considered. Submission of the affidavit shall be a condition precedent to the commencement by the CONTRACTOR of any action at law or in equity against the COUNTY.

11.6 If the COUNTY determines the CONTRACTOR has submitted a baseless, frivolous, unsupported, exaggerated, or otherwise spurious request for a Change Order or Claim, the COUNTY shall deduct from any amounts due the CONTRACTOR the costs incurred by the COUNTY in reviewing and responding to that Change Order request or Claim. Deductible costs include, but are not limited to, any costs incurred by the COUNTY or its PROFESSIONAL to review and respond to the requested Change Order or Claim.

11.7 The CONTRACTOR shall proceed diligently with performance of the Work as directed by the COUNTY, regardless of pending claims or actions, unless otherwise agreed to in writing.

ARTICLE 12 – CHANGE OF CONTRACT PRICE

12.1 The Contract Price

12.1.1 The Contract Price is as defined in Paragraph 2.1.14 of these General Conditions of the Contract. All duties, responsibilities, and obligations assigned to or

undertaken by the CONTRACTOR shall be at its expense without change in the Contract Price.

12.1.2 The Contract Price represents the total compensation to which the CONTRACTOR may be entitled under the terms of these Contract Documents, which Contract Price is based upon the estimated quantities of items listed therein or a lump sum price. The actual total compensation paid to the CONTRACTOR for the Work described in these Contract Documents may vary due to:

a. Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities; and/or
b. Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

12.1.3 The Contract Price may only be increased or decreased by a written Change Order. Any claim for an increase shall be in writing and delivered to the PROJECT MANAGER within seven (7) days of the first occurrence of the circumstances necessitating an increase. Written supporting data will be submitted to the PROJECT MANAGER within fifteen (15) days after said occurrence, unless the DIRECTOR, in his absolute discretion, allows additional time.

12.1.4 Except as provided for in Section 12.1.5, any Change Order adjusting the compensation to be paid to the CONTRACTOR shall be priced in accordance with the following procedures:

12.1.4.1 **Unit Prices Included in the Bid Proposal.** The CONTRACTOR and the COUNTY recognize and acknowledge that the quantities shown for those items designated in the Bid Proposal as unit price items are approximations prepared by the COUNTY for bid purposes and that the actual compensation payable to the CONTRACTOR for the utilization of such items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Project as originally defined in the Contract Documents. When it is determined by the COUNTY that an addition, deletion, or revision to the Project, as defined in these Contract Documents, is required and affects the quantities required for items designated in the Bid Proposal as unit price items, the CONTRACTOR and the COUNTY agree that the compensation payable to the CONTRACTOR for such unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Proposal to the quantity of the unit price item required to

complete the Project as defined in the Contract Documents.

12.1.4.2 **Unit Prices Not Included in the Bid Proposal.** Unit prices for items not designated in the Bid Proposal, but which have been mutually agreed upon by the COUNTY and the CONTRACTOR, may be utilized in determining the actual compensation payable to the CONTRACTOR based upon field measured quantities.

12.1.4.3 **Lump Sum.** When it is determined by the COUNTY that an addition, deletion, or revision to the Project is required, resulting in a change in Work designated in the Bid Proposal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

12.1.5 If the pricing methods specified in Article 12.1.4 of these General Conditions of the Contract are inapplicable, or if the parties are unable to agree on a price for the changed Work, the COUNTY shall establish a reasonable price for the same in accordance with Article 12.2. The COUNTY shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with Article 11.5. The CONTRACTOR shall perform the Work as directed in the Change Order.

12.1.6 Failure on the part of the CONTRACTOR to construct any item to plan, or in conformity with authorized dimensions and within the specification tolerances set forth herein, shall result in:

a. Reconstruction to acceptable tolerances, at no additional cost to the COUNTY;

b. Acceptance at no pay; or

c. Acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the COUNTY.

The COUNTY shall make determinations of the aggregate monetary change for items identified as lump sum quantities based upon an analysis of the score of the failure of the CONTRACTOR to construct to plan or in conformity with authorized dimensions and within applicable specification tolerances.

12.2 Cost of Work

12.2.1 The term “Cost of Work”, when used in connection with Change Orders, means the costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Change Order Work. Except as may be agreed to in writing by the PROJECT MANAGER, such costs shall be in amounts no higher than those prevailing in the relevant market for substantially similar work associated with

projects akin to the Project, and shall be limited to the following categories:

a. Actual cost of Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave) to perform change order work;

b. Owned Equipment (at lowest applicable equipment rate manual rate);

c. Rented Equipment (at actual rental rates);

d. Materials;

e. Costs of SUBCONTRACTOR;

f. Extra Bonds and Insurance;

g. Fee of CONTRACTOR (per Article 12.3 of these General Conditions of the Contract).

12.2.2 The CONTRACTOR shall require all SUBCONTRACTORS and suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

12.2.3 The term "Cost of the Work", when used in connection with Change Orders, shall not include any of the following:

a. Payroll costs and other compensation of the officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, job superintendents, Project managers, and clerks of the CONTRACTOR, and all personnel employed by the CONTRACTOR, whether at the Site, at the principal office of the CONTRACTOR, at a branch office of the CONTRACTOR, or elsewhere, for general administration of the Change Order Work and not specifically included in the agreed-upon schedule of job classifications, all of which are to be considered administrative costs covered by the Fee of the CONTRACTOR;

b. Extraordinary fringe benefits not specifically identified in Article 12.2 of these General Conditions of the Contract;

c. Expenses of the principal and branch offices of the CONTRACTOR, other than the office of the CONTRACTOR at the Site;

d. Field overhead costs, including, but not limited to, the cost on-site temporary facilities and the on-site supervision provided by the CONTRACTOR; compensation for these costs will be considered only if the Final Completion date is extended by a Change Order or Allowance Authorization Release.

e. Any part of the capital expenses of the CONTRACTOR, including interest on the capital used by the CONTRACTOR for the Change Order Work and charges against the CONTRACTOR for delinquent payments;

f. Cost of premiums for all bonds and insurance, whether or not the CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the Work).

g. Costs due to the negligence of the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and correcting for any damage to property;

h. All overhead or general expense costs of any kind (other than as provided in Article 12.3).

12.3 Fee of Contractor

12.3.1 The maximum percentage allowed for the combined overhead (including main office and field office overhead) and profit of the CONTRACTOR shall be as follows:

12.3.1.1 For all such Change Order Work done, or to be done, by the CONTRACTOR alone, a fixed percentage of the total adjustment to the Contract Price shall not exceed ten percent (10%).

12.3.1.2 For all such change Order Work done or to be done by SUBCONTRACTORS, each SUBCONTRACTOR may add up to ten percent (10%) to its allowable cost of Work for combined overhead and profit and the CONTRACTOR may add up to five percent (5%) to the allowable cost of work of the SUBCONTRACTOR for its combined overhead and profit; provided, however, that:

a No markup of the cost incurred in connection with premiums for bonds or insurance shall be permitted; and

b. The total maximum markup allowed by Article 12 of these General Conditions of the Contract, including but not limited to the CONTRACTOR, SUBCONTRACTORS, and all lower-tier subcontractors, shall in no event exceed twenty percent (20%) of allowable costs.

12.3.2 For all changes, the CONTRACTOR shall submit an itemized cost breakdown, together with supporting data in such detail and form as the PROJECT MANAGER may prescribe from to time. When a credit is due, the amount of credit to be allowed by the CONTRACTOR to the COUNTY for any such change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the PROJECT MANAGER, with the consent of the DIRECTOR, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by the discipline or trade, with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, and all other costs specifically itemized, in addition to the overhead and profit markup.

12.4 Cash Allowance. It is understood that the Final Total Bid Price, which shall serve as the basis for the initial Contract Price, includes any allowances named in the Contract Documents. The CONTRACTOR shall cause the Work to be done, using such SUBCONTRACTORS or suppliers, and for such sums, within the limit of the allowances, as the COUNTY may approve as provided in Section 21 of the Contract Documents. Prior to final payment, the Contract Price shall be adjusted, as required, and an appropriate Change Order issued to reflect actual authorized expenditures made against the allowances. The CONTRACTOR agrees that the initial Contract Price includes such sums as it deems proper for all cost, overhead, and profit required for cash allowances. The CONTRACTOR further agrees that in the event the COUNTY authorizes only a portion of the Allowance Work, the CONTRACTOR shall only receive the amount for Work actually performed as set forth in the Contract Documents for cash allowance upon submittal of the proper documentation. Reductions or increases in the Work will not entitle CONTRACTOR to any further increase in overhead and profit.

12.5 Non-Recoverable Items. Notwithstanding any other provision of the Contract Documents, the parties agree that for any claim filed by the CONTRACTOR on this Project, whether on account of delay, acceleration, breach of contract or otherwise, the COUNTY will not have any liability for the following items of damage or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including but not limited to, loss of bonding capacity;

loss of bidding opportunities; loss of credit standing; cost of financing; interest paid; loss of other Project or insolvency;

4. Acceleration costs and expenses, except where the COUNTY has expressly and specifically directed the CONTRACTOR in writing "to accelerate at the COUNTY'S expense";
5. Attorney fees, claims preparation expenses and costs of litigation.

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 The Contract Time may only be changed by way of a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the PROJECT MANAGER within seven (7) days of the first occurrence of the circumstances giving rise to the claim, therefore. A change of Contract Time does not automatically qualify as grounds for additional compensation for the CONTRACTOR except under the conditions specified in Article 12, subparagraph 12.1.2 of these General Conditions of the Contract.

Written supporting data will be submitted to the PROJECT MANAGER within fifteen (15) days after such occurrence unless the PROJECT MANAGER, with the consent of the DIRECTOR allows additional time. All claims submitted by the CONTRACTOR for adjustments to the Contract Time must set forth in detail the reasons for, and causes of, the delay, and clearly indicate why the subject delay was beyond the control or fault of the CONTRACTOR.

13.1.1 If the CONTRACTOR is delayed at any time in the performance, progress, commencement, or completion on the Work by any act or neglect of the COUNTY or the PROFESSIONAL, or by any employee of either of them, or by any third-party contractor employed by the COUNTY, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by the CONTRACTOR through the exercise of reasonable diligence, or any causes beyond the control or fault of the CONTRACTOR, then the Contract Time shall be extended by Change Order for such reasonable time as the COUNTY may determine. The CONTRACTOR shall be entitled to an extension of time for such causes, but only for the number of days of delay which the COUNTY may determine to be solely due to such causes, and then only to the extent that such causes actually delay the completion of the Project, and only if the CONTRACTOR shall have strictly complied with all the requirements of the Contract Documents. Notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the COUNTY or the PROFESSIONAL may be responsible in whole or in part, shall relieve the CONTRACTOR of the duty to perform, or give rise to any right to damages or additional compensation from the COUNTY. The sole and exclusive remedy of the CONTRACTOR against the

COUNTY for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be the right to seek an extension of the Contract Time in accordance with the procedures set forth herein. This paragraph shall apply expressly to claims for early completion, as well as claims based upon late completion.

13.1.2 The CONTRACTOR shall become familiar with, and prepare for, the normal weather conditions existing in Pasco County, Florida throughout the course of any given year. Normal weather conditions are expected to impact the Work in numerous ways, including, but not limited to, those impacts caused by delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. For purposes of this Article 13, the term "normal weather conditions", includes both high rainfalls caused by periodic "El Niño" events and low rainfall caused by periodic drought conditions. By execution of the Agreement, the CONTRACTOR acknowledges that the Contract Time constitutes a sufficient time in which to complete the Work, and that the bid and subsequent schedule of the CONTRACTOR anticipates and includes unfavorable weather conditions which may occur during the Contract Time. The consequences and impact of such unfavorable weather conditions are neither excusable nor compensable.

13.1.2.1 If adversely affected by a hurricane or other extreme weather event for which the Governor of the State of Florida or the BOARD has declared to have created an emergency within the geographical area which includes the site of the Work, then the COUNTY may, but is not obligated to, approve a request by the CONTRACTOR for an extension of the Contract Time. The CONTRACTOR acknowledges that the following conditions must all have taken place before the CONTRACTOR may apply for a Change Order requesting additional time to compensate for delays due to extreme weather events:

a. Unfavorable weather conditions from a hurricane or other extreme weather event, for which an emergency has been declared by the Governor or the BOARD, actually existed at the Project Site for one or more workdays;

b. As a direct result of the unfavorable weather conditions at the Project Site, the CONTRACTOR was unable to perform critical path Work for a continuous period of more than eight (8) hours on each specific day;

c. The CONTRACTOR had taken precautions, such as, but not limited to, proper drainage, temporary drainage or diversion, and pumping (including pre- and post-shift pumping) to mitigate the impact of such unfavorable weather conditions;

d. The CONTRACTOR was scheduled, and actually attempted, to perform Work.

e. The CONTRACTOR took prudent, appropriate, and necessary steps to secure the site, including, but not limited to, securing, and storing materials and equipment, and removing materials and equipment, in advance of unfavorable weather conditions.

13.1.3 All time limits stated in the Contract Documents are of the essence of this Agreement. The provisions of this Article, however, shall under no circumstance preclude recovery of liquidated damages by the COUNTY.

13.1.4 As a condition precedent to receiving an extension of the Contract Time for delay on any portion of the Work, the CONTRACTOR shall reasonably reschedule the Work so as to minimize the impact of the delay and to allow continued progress on the unaffected portions of the Work.

ARTICLE 14 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

14.1 Warranty and Guarantee. The CONTRACTOR warrants and guarantees to the COUNTY that all materials and requirements will be new unless otherwise specified, and that all Work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article for a minimum period of one year following the date of Final Acceptance. To the extent the Work may be required in order to achieve and maintain compliance with any permit issued by any federal or state authority (e.g., mitigation planting required as a condition of a permit by the Southwest Florida Water Management District) and no written final approval by said authority has been received within one year following Final Acceptance, the CONTRACTOR shall warrant and guarantee that portion of the Work beyond one (1) year and until such time as written final approval has been issued by the applicable authority. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents, or to such inspections, tests, approvals, or to any and all applicable building, construction and safety requirements, shall be considered defective. The PROJECT MANAGER shall give notice of all defects to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article.

14.2 Tests and Inspections

14.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority with jurisdiction over the Contractor or the Work require the Work, or any portion thereof, to be specifically inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR shall give the

PROJECT MANAGER timely Notice when the Work to be tested is ready for testing. The testing firm(s) shall be

supplied by the CONTRACTOR, subject to the approval of the COUNTY in its absolute discretion, and all inspections, tests, or approvals to be provided by the CONTRACTOR shall be timely identified in writing by the CONTRACTOR to the PROJECT MANAGER. For all required inspections, tests, and approvals on any Work prepared, performed, or assembled away from the Site, the CONTRACTOR will furnish the PROJECT MANAGER with the required certificates of inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, or such other applicable organizations as may be required by law or by the Contract Documents. Prior to testing, the CONTRACTOR shall secure the written approval of the PROFESSIONAL as to the testing for or laboratory to conduct any tests. Materials or Work in place that fail to pass acceptability tests, or where the test results provided by the CONTRACTOR appear to the COUNTY to be unreliable in any way, shall be retested by a testing firm selected by the COUNTY, through the PROJECT MANAGER upon the instructions of the DIRECTOR, and at the sole expense of the CONTRACTOR. The rates charged the CONTRACTOR pursuant to this Article shall be those found in the current annual Testing Contract of the COUNTY, if any, or otherwise included with this solicitation.

14.2.2 Neither observations by the PROFESSIONAL or the PROJECT MANAGER, nor inspections, tests, or approvals by persons other than the CONTRACTOR, shall relieve the CONTRACTOR of the obligation to perform the Work in accordance with the requirements of the Contract Documents.

14.3 Access to the Work. For the duration of the Project, the PROFESSIONAL and representatives thereof, other designated representatives of the COUNTY, and authorized representatives of any regulatory agency with jurisdiction over the Work or any aspect thereof, shall at all times be given access to the Work. The CONTRACTOR shall provide proper facilities for such access and observation of the Work, and also for any inspection or testing by others.

14.4 Uncovering the Work

14.4.1 If any Work required to be inspected, tested, or approved is covered prior thereto without the prior written approval of the PROJECT MANAGER, or if any Work is covered contrary to the request of the PROJECT MANAGER, the Work shall, if requested by the PROJECT MANAGER, be uncovered for observation, inspection, testing or approval, and replaced at the sole expense of the CONTRACTOR.

14.4.2 If any Work has been covered which either the PROFESSIONAL or the PROJECT MANAGER has not specifically requested to observe, or if the PROFESSIONAL or the PROJECT MANAGER considers it necessary or advisable that covered Work

be inspected or tested by others, the CONTRACTOR, upon the written request of the PROJECT MANAGER, shall uncover, expose, or otherwise make available for observation, inspection, or testing that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the CONTRACTOR alone shall bear the expense of such uncovering, exposure, observation, inspection, testing, and satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price, or an extension of the Contract Time, or both, to the extent directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction, but only if the CONTRACTOR initiates a claim as provided in Articles 11, 12 and 13 of these General Conditions of the Contract.

14.5 Stop Work. When Work is defective, or when the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or to make prompt payments to SUBCONTRACTORS for labor, materials, or equipment, or if the CONTRACTOR violates any provision of these Contract Documents, the DIRECTOR may order the CONTRACTOR to stop the Work until the cause for such order has been eliminated. However, this right of the DIRECTOR to stop the Work shall not give rise to any duty on the part of the DIRECTOR to exercise this right for the benefit of the CONTRACTOR or any other party. The CONTRACTOR shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order issued under this paragraph.

14.6 Correction or Removal of Defective Work

14.6.1 When directed by the COUNTY or its PROJECT MANAGER, the CONTRACTOR shall promptly, without cost to the COUNTY and as specified by the COUNTY or its PROJECT MANAGER, either correct the defective Work whether fabricated, installed, or completed, or remove it from the Site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice from the COUNTY or its PROJECT MANAGER, the COUNTY may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the CONTRACTOR or deducted from payment to CONTRACTOR. The CONTRACTOR will also bear the expense of correcting or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

14.6.2 After approval of final payment, and prior to the expiration of one (1) year after the date of Final Completion, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract documents, if any Work is found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, the CONTRACTOR shall promptly, without cost to the COUNTY and in accordance with the written

instructions of the COUNTY, either correct such defective Work, or if it has been rejected by the COUNTY, remove it from the Site and replace it with non-defective Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, the COUNTY may have the defective Work corrected, removed, or replaced. The CONTRACTOR will pay all direct and indirect costs of such action.

14.7 Acceptance of Defective Work. If, instead of requiring the correction, or the removal and replacement, of defective Work the COUNTY prefers to accept it, the COUNTY may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the CONTRACTOR shall pay to the COUNTY an appropriate sum to compensate for the defect in the Work.

14.8 Neglected Work by Contractor

If the CONTRACTOR neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the PROJECT MANAGER may direct the CONTRACTOR to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen, and/or equipment, and working extended hours and additional days, all at no cost to the COUNTY, in order to put the Project back on schedule. If the CONTRACTOR fails to correct the deficiency or take appropriate corrective action, the COUNTY may terminate the Contract or the right of the CONTRACTOR to proceed with that portion of Work and may have the Work done by others. The cost of completion under such procedure shall be charged against the CONTRACTOR. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the COUNTY.

When the CONTRACTOR is more than ten percent (10%) behind schedule, based on the approved Project Schedule, the PROJECT MANAGER may deduct from any progress payment to the CONTRACTOR a sum equal to the liquidated damages for the number of days behind schedule. Additional withholding may be made if the PROJECT MANAGER determines the Work cannot be completed for the unpaid balance of the Contract Price.

Should the CONTRACTOR work weekend or holidays to regain the schedule, all costs to the COUNTY of associated inspections, construction management and resident engineering shall be identified to the CONTRACTOR, and the Contract Price shall be reduced by a like amount via Change Order.

ARTICLE 15 – PAYMENT AND COMPLETION

15.1 Schedule of Values

Prior to submitting the first Draft Payment Request, the CONTRACTOR shall submit to the PROJECT MANAGER a final Schedule of Values and, if previously requested by the PROJECT MANAGER, cash flow projection for all activities of the Work shown on the accepted schedule, including quantities and unit prices totaling to the Contract Price. This Schedule of Values shall be satisfactory in form and substance to the PROJECT MANAGER and the DIRECTOR and shall subdivide the Work into component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for progress payments during construction. Unsupported or unreasonable allocation of the Contract Price to any one activity shall be justification for rejection of the Schedule of Values. Upon approval of the Schedule of Values by the PROJECT MANAGER, with the consent of the DIRECTOR, it shall be incorporated into the most recent COUNTY-approved Application for Payment form. The CONTRACTOR shall not submit an unbalanced Schedule of Values that provides for overpayment to the CONTRACTOR on activities that would be performed first. The Schedule of Values shall be revised, as necessary, and resubmitted until acceptable to PROJECT MANAGER and the DIRECTOR. Once the schedule has been accepted by the PROJECT MANAGER, with the consent of the DIRECTOR, the COUNTY reserves the right, at its exclusive option, to require at any time that the CONTRACTOR honors a particular price contained in the Schedule of Values, if the activity pertaining to it is being deleted or modified.

15.1.1 On unit price contracts, the Schedule of Value shall be in accordance with the Bid Proposal.

15.1.2 No payment can be made, and no Draft Payment Request or Application for Payment submitted or accepted, until the PROJECT MANAGER with the consent of the DIRECTOR has approved the Schedule of Values, including the activity dollar resources and the CONTRACTOR has submitted a copy of the recorded Performance and Payment Bonds. Every Draft Payment Request and Application for Payment shall delineate all activities on the schedule, the approved value, previous Work completed, current percentage complete requested, and value of percentage requested.

15.1.3 The cash flow projection, if required, shall be a monthly projection of the value of Work in place. If the actual cash flow (represented by the Application for Payment) for any month is less than eighty-five percent (85%) of the projected amount for that month, then the CONTRACTOR may be barred from bidding on other COUNTY projects until the value of Work in place is corrected and within at least ninety-five (95%) of the projected value.

15.2 Draft Payment Requests and Application for Payment

15.2.1 As a strict condition precedent to the submission of any Application for Payment, the CONTRACTOR shall first submit to the PROJECT MANAGER a Draft Payment Request, which shall be on the most recent COUNTY-approved Application for Payment form, and clearly designated by the word "DRAFT" in the top-right corner of each page. The Draft Payment Request shall include all documentation that the CONTRACTOR must submit in connection with the Application for Payment, including a proposed Schedule of Values that properly reflects all Work to the date of the request. The PROJECT MANAGER shall promptly review the Draft Payment Request and proposed Schedule of Values for possible errors, deficiencies, discrepancies, or disputes. If the PROJECT MANAGER, with the consent of the DIRECTOR, determine(s) that the Draft Payment Request and proposed Schedule of Values are acceptable as originally submitted, the PROJECT MANAGER shall, within ten (10) business days of their receipt, direct the CONTRACTOR in writing to prepare and submit the Application for Payment, all in proper form and suitable for signature, to the designated reviewer named below. The PROJECT MANAGER shall also provide a contemporaneous copy of that notice to the designated reviewer. If the PROJECT MANAGER, with the consent of the DIRECTOR, determines that errors, deficiencies, discrepancies, or disputes exist as to any of the amounts claimed by the CONTRACTOR, the PROJECT MANAGER shall promptly notify the CONTRACTOR in writing of the existence thereof, and the PROJECT MANAGER and the CONTRACTOR shall work informally and in good faith to resolve the problems identified. Should a complete resolution not be achieved within ten (10) business days following the receipt by the PROJECT MANAGER of the Draft Payment Request and proposed Schedule of Values, then the PROJECT MANAGER shall notify in writing the designated reviewer as to the unresolved matters, and the CONTRACTOR may proceed to prepare and submit the Application for Payment to the designated reviewer.

15.2.2 Application for Payment shall be made no earlier than thirty (30) days after the Contract Time has commenced, and monthly thereafter, but not more often than once a month. The Application for Payment, when submitted, shall be filled out accurately and signed by the CONTRACTOR, covering the Work completed as of the date of the Application and supported by such data as required by the COUNTY. The CONTRACTOR shall certify in writing that all SUBCONTRACTORS and suppliers have been paid for acceptable Work and materials from previous progress payments received, less any retainage, prior to the receipt of any further progress payments. The CONTRACTOR shall submit an Application for Payment on the most recent COUNTY-approved form, and which shall include the aforementioned certification. If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data as will establish the title of the COUNTY to the material and equipment and protect its interest therein, including applicable insurance.

Payment for stored materials, in whole or in part, shall be at the sole discretion of the COUNTY. The CONTRACTOR may request payment by electronic funds transfer (EFT). Each Application for Payment after the first payment must also be accompanied by an inclusive Record of Change Order (RCO) listing requested Change Orders and the final Change Order cost through completion of PROJECT.

15.2.3 Upon receipt by the designated reviewer, the Application for Payment shall be date stamped "Received" and forwarded to the Office of the Clerk of the Court for pre- audit review and processing. If the Office of the Clerk of the Court determines the Application for Payment to be deficient in any respect, it shall so notify the PROJECT MANAGER in writing within fifteen (15) business days of the date the Application for Payment was stamped as received by the COUNTY, specifying the deficiencies and the requisite action to render the Application for Payment proper. The deficiencies to be identified by the Office of the Clerk of the Court shall specifically include disputed portions of the total amount claimed by the CONTRACTOR. Upon receipt of notice from the Office of the Clerk of the Court, the PROJECT MANAGER shall immediately, and in no event more than twenty (20) business days of the date the Application for Payment was stamped as received by the COUNTY, forward a copy of the written determination by the Office of the Clerk of the Court to the CONTRACTOR and request that the Application for Payment be corrected.

In the event the deficiency in the Application for Payment relates solely to a disputed portion of the total amount claimed, the COUNTY shall pay the undisputed portion within twenty (20) business days of the date the Application for Payment was stamped as received by the COUNTY. Any Application for Payment that has been corrected as to deficiencies identified by the Office of the Clerk of the Court shall be paid within ten (10) business days of the date the corrected Application for Payment was stamped as received by the COUNTY; otherwise, the CONTRACTOR shall be notified within that time of the failure to correct the deficiencies and shall be afforded a second opportunity to correct the Application for Payment.

If, following the second attempt by a CONTRACTOR to submit a proper Application for Payment, the COUNTY continues to find the Application for Payment deficient; it shall so notify the CONTRACTOR in writing within ten (10) business days of when the corrected Application for Payment was received by the COUNTY. The CONTRACTOR shall thereafter have thirty (30) calendar days in which to request an administrative review of the dispute, submitting a concise written summary of its position and any supporting documents to the COUNTY ADMINISTRATOR by an acceptable delivery method.

Acceptable delivery methods are limited to the following: 1) hand delivery; 2) pre-paid, certified United States first-class mail, return receipt requested; 3) a

nationally recognized overnight courier service, such as Federal Express. Delivery shall be to:

Michael J. Carballa, P.E., BCEE - County Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 350
New Port Richey, Florida 34654

The COUNTY ADMINISTRATOR or his authorized designee, which designee shall not be directly affiliated with the Department managing the Project, shall review the materials submitted by the CONTRACTOR and may solicit and consider relevant information and materials from the managing DEPARTMENT and the Office of the Clerk of the Court. The COUNTY ADMINISTRATOR or authorized designee shall render a final decision on behalf of the COUNTY within sixty (60) calendar days of the date the second corrected Application for Payment was stamped as received by the COUNTY. Should the CONTRACTOR fail to submit a first or second corrected Application for Payment, or otherwise fail to request an administrative review on a timely basis, the CONTRACTOR shall be deemed to have waived any claims in dispute.

15.2.4 As a strict precedent to payment of the first Application for Payment, the CONTRACTOR must provide a certified copy of the recorded Performance and Payment Bonds for the Project, if not previously provided to the COUNTY.

15.2.5 Beginning with the second request of the CONTRACTOR for payment, the CONTRACTOR shall submit a properly executed Waiver of Lien – Progress Payment (Waiver of Lien), on the most recent COUNTY-approved form, from each SUBCONTRACTOR whose work appeared on the prior Application for Payment, and for which the CONTRACTOR has been paid. All unpaid or contested amounts must be listed on each Application for Payment until paid or resolved. If the CONTRACTOR is unable to obtain the required Waiver of Lien, a properly executed Written Consent from the SURETY for the CONTRACTOR may be accepted in lieu thereof. In the event the CONTRACTOR is unable to furnish either a Waiver of Lien from a SUBCONTRACTOR or the Written Consent from the SURETY, the COUNTY may withhold the disputed amount until the CONTRACTOR can provide one of these two documents.

15.3 Retainage

15.3.1 All progress payments shall be subject to the retention of five percent (5%) retainage. Nothing herein shall limit the DIRECTOR's discretionary authority to release retainage held by the COUNTY as provided in Section 218.735(8), Florida Statutes.

15.3.2 For any payment of retainage to the Contractor attributable to the labor,

services or materials provided by one or more SUBCONTRACTORS or suppliers the Contractor must timely remit payment of such retainage to such SUBCONTRACTORS or suppliers.

15.4 Warranty of Title of CONTRACTOR. If at any time there shall be evidence of any claim for which, if established, the COUNTY might become liable, and which may be chargeable to the CONTRACTOR, or if the CONTRACTOR shall incur any liability to the COUNTY, or the COUNTY shall have any claim or demand against the CONTRACTOR, of any kind or for any reason, whether related to or arising out of this Agreement or any other agreement between the CONTRACTOR and the COUNTY, and whether or not reduced to judgment or award, the COUNTY shall have the right to retain out of any payment due the CONTRACTOR, or which may become due to the CONTRACTOR, under this Agreement or any other Agreement between the CONTRACTOR and the COUNTY, an amount sufficient to indemnify the COUNTY against such claim, and/or to compensate the COUNTY for, and fully satisfy, such liability, claim or demand, and to charge or deduct all cost of defense or collection with respect thereto, including, but not limited to, reasonable attorneys' fees, expert consultant fees, and expert witness fees. Should any claim develop after final payment has been made, the CONTRACTOR shall refund to the COUNTY all monies that the latter may be compelled to pay in discharging such claims, or that the latter may have incurred in collecting said monies from the CONTRACTOR.

15.5 Rejection of Applications for Payment by the Director. The DIRECTOR may refuse to approve the whole or any part of any payment if, in the opinion of the DIRECTOR, the DIRECTOR is unable to make the representation that the Application for Payment is acceptable to the COUNTY. The DIRECTOR may also refuse to approve any such Application for Payment or because of subsequently discovered evidence, or the results of subsequent inspections or tests, nullify any such payment previously approved to such extent as may be necessary, in the opinion of the DIRECTOR, to protect the COUNTY from loss because:

a. The Work is defective;

b. The Critical Path Method (CPM) schedule or another method of scheduling, as directed, and regular updates, as described in the Technical Specifications, have not been submitted or accepted;

c. Claims have been filed against the COUNTY for which the CONTRACTOR may be liable;

d. The Contract Price has been reduced because of Change Order(s);

e. The COUNTY has been required to correct defective Work or to complete the Work in accordance with Article 14 of these General Conditions of

the Contract;

f. Approved Maintenance of Traffic Plan (MOT) or revisions thereto, as directed by the PROJECT MANAGER, have not been submitted;

g. The Work was executed unsatisfactorily, or the CONTRACTOR failed to clean up as required in Article 7, failed to control dust, failed to control traffic, or otherwise has failed to comply with these Contract Documents.

15.6 Substantial Completion. When the CONTRACTOR believes Substantial Completion has been achieved on the Project, the CONTRACTOR shall certify in writing to the PROJECT MANAGER that the entire Project is substantially complete in accordance with the Contract Documents and that all test reports required under the Contract verifying compliance with the Contract Documents have been provided to the COUNTY and request that the PROJECT MANAGER issue a Certificate of Substantial Completion. Thereafter, the PROJECT MANAGER, assisted by other personnel as required, along with the CONTRACTOR, shall undertake an inspection of the Project to determine the status of completion in accordance with the contract specifications. After inspection, if the PROJECT MANAGER does not believe Substantial Completion has been attained with respect to the Project, the PROJECT MANAGER will notify the CONTRACTOR in writing, giving specific reasons why the Project is not substantially complete. If the PROJECT MANAGER considers the Project substantially complete, then upon approval by the DIRECTOR, the PROJECT MANAGER shall issue a Certificate of Substantial Completion signed by the DIRECTOR. This Certificate of Substantial Completion shall fix the date of Substantial Completion and will define the remaining deficiencies with respect to the elements outlined in the specifications of this Contract.

15.6.1 Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance and operations and other requirements required for Substantial Completion are in place.

15.7 Partial Utilization. Where a portion of a Project is sufficiently completed to allow Beneficial Occupancy, but any significant other portions(s) remain(s) uncompleted, the PROJECT MANAGER, with the consent of the DIRECTOR, may direct the CONTRACTOR to permit the COUNTY to take control of the sufficiently completed portions(s), and to operate and utilize said portion(s) by taking Beneficial Occupancy thereof, if the COUNTY believes such use will not significantly interfere with construction of the other parts of the Project. If the CONTRACTOR is of the opinion that said Beneficial Occupancy is not in the best interests of the COUNTY, it shall give the COUNTY Notice of such an opinion, include with said Notice a statement of every reason that certification of Beneficial Occupancy should not be issued. Otherwise, the CONTRACTOR shall certify to the COUNTY that all critical elements of that part of the Project are sufficiently complete to allow the COUNTY to take Beneficial Occupancy thereof, and request the PROJECT MANAGER to prepare a Certificate of Beneficial Occupancy for said portion(s) of the Project. Thereafter, the PROJECT

MANAGER, assisted by other personnel as required, along with CONTRACTOR, shall make an inspection of said portion(s) of the Project to determine the status of completion. If the PROJECT MANAGER considers the portion(s) of the Project so inspected to be ready and appropriate for Beneficial Occupancy, then with the consent of the DIRECTOR, the PROJECT MANAGER will deliver to the CONTRACTOR a Certificate of Beneficial Occupancy to that effect, fixing the date of Beneficial Occupancy as to said portion(s) of the Project, attaching punch list of items to be completed or corrected before final payment on the total Contract, and fixing responsibility between the COUNTY and CONTRACTOR for any outstanding obligations on that part of the Project. The COUNTY shall have the right to occupy and use the portion(s) of the Project after date of Beneficial Occupancy for the portion(s) covered by the Certificate of Beneficial Occupancy, but the PROJECT MANAGER will allow the CONTRACTOR reasonable access to complete or correct items on the list. Acceptance of Beneficial Occupancy shall not negate the obligation of the CONTRACTOR to meet any milestone requirements, including the respective dates of Substantial Completion and Final Completion for the entire Project, as said dates may have been set forth in the Contract Documents. Although Beneficial Occupancy may be established for a portion of the Project, warranties for that portion shall not commence until the date of Final Acceptance by the COUNTY, unless the Contract Documents expressly provide otherwise.

15.8 Final Completion

15.8.1 Upon written notice from the CONTRACTOR that the Project is complete, the PROJECT MANAGER shall schedule a final inspection with the CONTRACTOR and any other personnel requested by the PROJECT MANAGER. The PROJECT MANAGER shall, if necessary, notify the CONTRACTOR in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. Should the CONTRACTOR receive notice of such defective or non-conforming Work, the CONTRACTOR shall immediately take all such action as may be necessary to remedy these defects and bring the Project into full compliance with the Contract Documents, following which the CONTRACTOR shall request another such inspection, subject to the procedures and conditions set forth in this paragraph.

15.8.1.1 Final Completion of the Work shall be deemed achieved by the CONTRACTOR when all Work required under the Contract Documents has been satisfactorily completed in accordance with the contract specifications.

15.8.1.2 After the PROJECT MANAGER has determined that all Work has been completed, the PROJECT MANAGER, with the approval of the DIRECTOR, will issue a Certificate of Final Completion for the Work signed by the DIRECTOR. Warranties will commence on the date of Final Completion.

15.9 Application for Final Payment. After PROJECT MANAGER has issued the Certificate of Final Completion for the Work, the CONTRACTOR may make Application for Final Payment, following the procedure for progress payments. The final Draft Payment Request and Application for Payment shall be accompanied by an Affidavit of Payment of Debts and Claims by the CONTRACTOR, a Subcontractor's Waiver of Lien – Final Payment for each subcontractor, as applicable, as well as the Certificate of Final Completion, Certificate of Occupancy or of Beneficial Occupancy (if appropriate), and the Consent of Surety to Final Payment when required, all submitted on forms provided by the COUNTY. Where Certificates of Beneficial Occupancy have been issued for portions of the Project in accordance with Article 15.7, they shall be maintained in the Project file.

15.10 Approval of Final Payment. If, on the basis of the observations and review of Work during construction by the PROJECT MANAGER, the final inspection; a review of the Draft Payment Request, and all conditions required by the Contract Documents for Final Acceptance, the DIRECTOR, upon the recommendation of the PROJECT MANAGER, is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of its obligations under the Contract Documents (including but not limited to the submission of final as-built plans in hard copy and PDF form and all warranties), the PROJECT MANAGER will, within twenty (20) days of receipt of the Draft Payment Request shall, in writing, direct the CONTRACTOR to prepare and submit the final Application for Payment, all in proper form and suitable for signature, to the designated reviewer, and provide a contemporaneous copy of this written notice to the designated reviewer. Processing shall thereafter proceed pursuant to paragraph 15.2.3 hereof if the PROJECT MANAGER, with the consent of the DIRECTOR, determines that errors, deficiencies, discrepancies, or disputes exist as to any of the amounts claimed by the CONTRACTOR, the PROJECT MANAGER shall, in writing, promptly notify the CONTRACTOR of the existence of any such errors, deficiencies, discrepancies, or disputes, and the CONTRACTOR shall work informally and in good faith to resolve the problems identified. Should a complete resolution not be achieved within twenty (20) business days following the receipt by the PROJECT MANAGER of the Draft Payment Request and proposed Schedule of Values, then the PROJECT MANAGER shall notify in writing the designated reviewer as to the unresolved matters, and the CONTRACTOR may proceed to prepare and submit the final Application for Payment to the designated reviewer for processing in accordance with paragraph 15.2.3 hereof.

15.11 Continuing Obligation of the CONTRACTOR. The obligation of the CONTRACTOR to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. The approval by the COUNTY of any progress payment or Final Payment, the issuance of a Certificate of Substantial Completion, any payment by the COUNTY to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by the COUNTY (with or without issuance of a Certificate of Beneficial Occupancy), the issuance of a Certificate of Final

Completion, the occurrence or absence of any act of acceptance by the COUNTY, or any correction of defective Work by the COUNTY shall not constitute, or be deemed or construed to constitute, an acceptance of Work not in accordance with the Contract Documents, as amended by any properly executed Change Order(s) issued during the term of the Contract.

15.12 Waiver of Claims. The making of an Application for Final Payment, or acceptance of Final Payment, shall constitute an absolute waiver of any and all claims by the CONTRACTOR against the COUNTY, except for those previously submitted in writing in accordance with the Contract Documents.

15.13 Liquidated Damages. When the CONTRACTOR is in default for nonperformance within the stipulated Contract Time, including any intermediate Milestone Dates, the PROJECT MANAGER will notify the CONTRACTOR in writing within thirty (30) days after the intermediate Milestone Date, Substantial Completion Date, or Final Completion Date, and shall deduct the daily liquidated damages in the amount stated in the Contract Documents from any monies due the CONTRACTOR. The DIRECTOR, however, retains discretion to recommend to the BOARD that any portion or all of the liquidated damages be waived in order to advance the best interests of the COUNTY. The deduction of liquidated damages shall be in addition to any retainage withheld. Additional liquidated damages, if any, may be indicated in the circumstances referenced in the Technical Specifications of these Contract Documents. Any failure of the COUNTY to provide written notice to the CONTRACTOR within the applicable thirty (30) day period of its intent to assess liquidated damages shall not constitute a waiver of the right of the COUNTY to liquidated damages, or otherwise relieve the CONTACTOR of liability for liquidated damages.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.1 Suspension of Work. The DIRECTOR may, at any time, suspend the Work or any portion thereof for a continuous period of not more than ninety (90) days by issuing to the CONTRACTOR a Notice of Suspension. The PROJECT MANAGER, with the consent of the DIRECTOR, shall fix the date on which Work shall be resumed, and the CONTRACTOR shall resume the Work on the date so fixed. The CONTRACTOR shall be allowed an extension of the Contract Time, if directly attributable to any such suspension, as the sole compensation and remedy for the suspension, provided it makes a proper claim for same as provided for in Article 13 of these General Conditions of the Contract. The CONTRACTOR shall, under no circumstances, be entitled to any damages or additional compensation for any such suspensions.

16.2 Termination of Work

16.2.1 Termination for Cause. If the CONTRACTOR is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for it or for any of its property, if it files a petition to take

advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, if it repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or make prompt payments to SUBCONTRACTORS, or prompt payments for labor, materials, or equipment; if it disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction; if it fails to submit the bonds and Certificates of Insurance within the times required by Article 6 of this Agreement; if it disregards the authority of the PROFESSIONAL; or if it otherwise materially violates any provisions of the Contract Documents, then the BOARD may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its SURETY seven (7) days written notice, terminate the services of the CONTRACTOR. Upon termination the COUNTY shall take possession of the Project, and may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and may finish the Work by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds the unpaid balance, the CONTRACTOR shall pay the difference to the COUNTY. Such cost incurred by the COUNTY shall be incorporated in a Change Order. If, after the issuance of Notice of Termination of this Agreement, it is determined for any reason that the CONTRACT was not in default, or that its default was excusable, or that the COUNTY was not entitled to the remedy against CONTRACTOR provided herein, the termination will be deemed to be a termination for convenience pursuant to paragraph 16.2.3, and the remedies of the CONTRACTOR against the COUNTY shall be the same as, and limited to, those afforded under said paragraph.

16.2.2 Where the services of the CONTRACTOR have been so terminated pursuant to paragraph 16.2.1 by the COUNTY, said termination shall not affect any rights of the COUNTY against the CONTRACTOR then existing, or which may thereafter accrue. Any retention or payment of monies by the COUNTY due the CONTRACTOR will not release the CONTRACTOR from any liability whatsoever.

16.2.3 Termination for Convenience

16.2.3.1 In return for good and valuable consideration in the amount of $100.00, the receipt of which is acknowledged by the CONTRACTOR, the COUNTY may terminate the required performance of Work by the CONTRACTOR under this Agreement, in whole or in part, whenever the COUNTY shall determine that such complete or partial termination is in the best interest of the COUNTY. Any such termination shall be affected by delivery to the CONTRACTOR of a Notice of

Termination for Convenience, specifying the extent to which the performance of Work under the Agreement shall be terminated, and the date upon which such termination shall be effective.

16.2.3.2 After receipt of a Notice of Termination for Convenience, and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

a. Stop Work under this Agreement on the date, and to the extent, specified in the Notice of Termination for Convenience;

b. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for the full and proper completion of that portion of the Work under this Agreement not to be terminated;

c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination for Convenience;

d. In the sole and absolute discretion of the COUNTY, the CONTRACTOR shall either:

i. Assign to the COUNTY, in the manner, at the time, and to the extent directed by the PROJECT MANAGER, with the consent of the DIRECTOR, all of the right, title, and interest of the CONTRACTOR under some or all of the orders and subcontracts so terminated; or

ii. Settle all outstanding liabilities and all claims arising out of such termination of unassigned orders and subcontracts.

e. Transfer title and deliver to the COUNTY, in the manner, at the times and to the extent, if any, directed by the PROJECT MANAGER, with the consent of the DIRECTOR, the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination for Convenience.

f. Complete performance of that part of the Work not terminated by the Notice of Termination for Convenience.

g. Take all such action as may be necessary or prudent, or as

the COUNTY may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the CONTRACTOR and in which the COUNTY has, or may acquire, an interest.

16.2.3.3 After the receipt of a Notice of Termination for Convenience, the CONTRACTOR shall submit to the COUNTY its termination claim, in the form and with the certification set forth in paragraph 11.1.6. Such claim shall be submitted promptly, but in no event later than four (4) months from the effective date of termination, unless one or more extensions in writing are granted by the DIRECTOR in his absolute discretion. No claim will be allowed for machinery and equipment rental expense incurred after the effective date of the Notice of Termination for Convenience. Upon the failure of the CONTRACTOR to submit its termination claim within the time allowed, the COUNTY shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the Termination for Convenience.

16.2.3.4 The CONTRACTOR and the COUNTY may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the complete or partial Termination for Convenience, which amount or amounts may include a reasonable allowance for profit on Work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made, and as further reduced by the Contract Price of Work not terminated. The Agreement shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.

16.2.3.5 In the event of the failure of the CONTRACTOR and the COUNTY to agree, as provided in paragraph 16.2.3.4, on the whole amounts to be paid to the CONTRACTOR by reason of any Termination for Convenience, the COUNTY shall determine, on the basis of information available to it, with respect to all Work performed prior to the effective date of the Notice of Termination for Convenience, the total (without duplication of any items) cost of such work and a sum, as profit, equal to seven (7) percent of said cost of the Work; provided, however, that if it appears that the CONTRACTOR would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate adjustment shall be made, reducing the amount of the settlement to reflect the indicated rate of loss. In no event will the CONTRACTOR be

entitled to recover any anticipated or lost profit.

16.2.3.6 The total sum to be paid to the CONTRACTOR shall not exceed the total Contract Price, as reduced by the amount of payment otherwise made, and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that the COUNTY shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the CONTRACTOR the fair value, as determined by the COUNTY, of property which has been destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.

16.2.3.7 In arriving at the amount due the CONTRACTOR following a Termination for Convenience, there shall be deducted:

a. All unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this Agreement;

b. Any claim which the COUNTY may have against the CONTRACTOR in connection with this Agreement; and

c. The agreed price for, or the proceeds from the sale of, any materials, supplies, or other things kept by the CONTRACTOR or sold, pursuant to the provisions hereof, and not otherwise recovered by, or credited to, the COUNTY.

16.3 **Cross-Default**. Should the CONTRACTOR be determined by the COUNTY to be in default of this Agreement, such default shall constitute a default of all other contracts to which the COUNTY and the CONTRACTOR may be a party. The COUNTY, as a result, may pursue any and all remedies available to it up to and including termination of all such contracts between the parties.

ARTICLE 17 – MISCELLANEOUS

17.1 All specifications, drawings, and copies furnished by the COUNTY shall remain the property of the COUNTY. They shall not be used by anyone other than the COUNTY on any other Project and, with the exception of those sets that have been signed in connection with the execution of the Agreement, shall be returned to the COUNTY upon completion of the Project.

17.2 Should the COUNTY or the CONTRACTOR suffer injury or damage to their respective persons or property because of any error, omission, or act of the other, or of any of

their respective employees, agents, or others for whose acts they may be legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.3 If the Contract Price exceeds $100,000, the CONTRACTOR shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7414 et seq.), as amended, and with Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.

17.4 Pending resolution of any claim or dispute between the COUNTY and the CONTRACTOR, unless otherwise agreed in writing by the COUNTY, the CONTRACTOR shall proceed diligently with Performance of the Project as directed by the COUNTY, and the COUNTY may continue to make payments in accordance with the Contract Documents.

17.5 **Project Representative.** The COUNTY may furnish a Project Representative and assistants to aid the PROJECT MANAGER in carrying out the responsibilities of the PROJECT MANAGER at the Site. The duties, responsibilities, and limitations of authority of the Project Representative are set forth in Article 10 of these General Conditions.

17.6 **Historical or Archaeological Deposits**. If, during the course of construction, evidence of deposits of historical or archaeological interest if found, the CONTRACTOR shall cease immediately operations affecting the find, and shall notify the PROJECT MANAGER, who shall notify the Regional Office of the Environmental Protection Agency and the State Historic Preservation Office. No further disturbance of the deposits shall ensue until CONTRACTOR has received written instructions from the PROJECT MANAGER. The PROJECT MANAGER will issue written instructions only after the state office has surveyed the find and made a determination to the Environmental Protection Agency and COUNTY. Compensation to CONTRACTOR, if any, for changes in construction shall be determined in accordance with changed conditions or change order provisions of the Contract Documents; provided however, in no event will the CONTRACTOR be entitled to damages or additional compensation for any delays incurred, and the sole remedy of the CONTRACTOR shall be to seek an extension of the Contract Time pursuant to the provisions of the Contract Documents.

17.7 **Compliance with Federal Immigration Laws**. The CONTRACTOR by signing the contract will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the CONTRACTOR by signing the Agreement verifies and affirms that it is in compliance with 8 USC Sec. 1324a prohibiting the employment either directly or by contract or exchange of unauthorized aliens by any CONTRACTOR during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by the COUNTY.

17.8 **Pesticides, Herbicides and Fertilizer Application**. For those projects requiring the

application of pesticides, herbicides and fertilizers, the Contractor must have and maintain at his expense certificates and licenses issued by the Florida Department of Agriculture and Consumer Services (FDACS) for all pesticides, herbicides or fertilizers applicators he/she is planning to use to provide the services contracted herein. Current copies of licensees shall be provided upon demand at any time during the contact period.

17.9 **Federal No-Lead Standards**. The Contractor shall comply with the "Safe Drinking Water Act" regulatory standards and any applicable regulations for lead content in all materials that will be in contact with potable water during the course of the Project.

ARTICLE 18 – MAINTENANCE OF RECORDS

18.1 The CONTRACTOR shall keep adequate records and supporting documentation applicable to this Project and Agreement. Said records and documentation shall be retained by the CONTRACTOR for a minimum of five (5) years from the date of final completion or termination of this Agreement. The COUNTY shall have the right to audit, inspect, and copy such records and documentation, and any and all such records of the CONTRACTOR as may relate to this, or any other, Project and Agreement between the CONTRACTOR and the COUNTY, or to any legal, administrative, or other action brought against the COUNTY by the CONTRACTOR or any other person, as often as the COUNTY deems necessary, during the period of this Agreement and for a period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The COUNTY during this period of time shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and supporting documentation. The CONTRACTOR shall, at all times, take all reasonable steps necessary to ensure and to enforce the right of the COUNTY to access the aforesaid documentation.

ARTICLE 19 – APPRENTICES AND TRAINEES

19.1 When apprentices and trainees are utilized by the CONTRACTOR on the Work pursuant to this Agreement, the CONTRACTOR shall be governed by the provisions of Chapter 446, Florida Statutes.

ARTICLE 20 – EQUAL OPPORTUNITY COMPLIANCE PROVISIONS

20.1 During the performance of any resulting Agreement, the CONTRACTOR agrees as follows.

20.1.1 General. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status.

20.1.2 Sanctions. In the event the CONTRACTOR fails to comply with any non-

discrimination provision of a resulting Agreement or with any such laws, regulations or orders, the Agreement may be cancelled, terminated, or suspended, in whole or part, and the CONTRACTOR may be declared ineligible for further COUNTY contracts by rule, regulation, or order of the BOARD, or as may otherwise be provided by law.

20.1.3 Subcontractors. The CONTRACTOR shall include the provisions of paragraphs 20.1.1 and 20.1.2 in every subcontract under a resulting Agreement so that such provisions will be binding upon each SUBCONTRACTOR. The CONTRACTOR will take such action with respect to any SUBCONTRACTOR as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance.

20.1.4 Federal Requirements. In the event a resulting Agreement is funded, in whole or in part, from any federal governmental agency or source, the specific terms, regulations, and requirements governing the disbursement of these funds shall be incorporated by reference herein and become a part of this clause.

20.1.5 Equal Opportunity Laws, Regulations, and Requirements Throughout the term of a resulting Agreement, the CONTRACTOR shall not violate any of the following federal or state laws, regulations, and requirements:

a. Federal

1. Section One of the Fourteenth Amendment to the United States Constitution.
2. Title VI of the Civil Rights Act of 1964.
3. Civil Rights Restoration Act of 1987.
4. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 and 1975.
5. Civil Rights Acts of 1866 and 1870.
6. Standards for a Merit System of Personnel Administration, 45 CFR 70.
7. Revised Order Number 4, 41 CFR 60-2.10.
8. Rehabilitation Act of 1973, P.L. 93-112.
9. Interagency Agreement dated March 23, 1973.
10. Executive Order 11914, Nondiscrimination with Respect to the Handicapped in federally assisted programs.
11. Age Discrimination Act of 1975 amended by P.L. 94-135.
12. Civil Rights Act of 1968. P.L. 90-284.
13. Veterans Readjustment Act.
14. Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
15. Office of Management and Budget Circular A-102, Attachment O.
16. Age Discrimination in Employment Act, as amended.
17. Federal Civil Rights Act of 1991.

18. Americans with Disabilities Act.

b. State

1. State Constitution (Preamble) and Section 13.251 (Powers and Purposes) protects citizens from discrimination because of race, national origin and religion.
2. Florida Statutes, Chapter 112.041, requires non-discrimination in employment by counties and municipalities because of race, color, national origin, sex, handicap, or religious creed.
3. Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
4. Florida Statutes, Chapter 413.08, prohibits discrimination against physically disabled persons in employment.
5. Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
6. Florida Civil Rights Act of 1992.

ARTICLE 21 – ALLOWANCES

21.1 Allowance Categories. Because of the size, complexity and nature of the Project, the BOARD has determined it is in the best interest of the COUNTY to establish certain allowance categories for various portions of additional or revised work. The Allowance Work may consist of, but is not limited to, the following:

a. General Site Work;
b. Concrete Structures;
c. General Road Work;
d. Utility Work; and
e. Process Work.

The Allowance Work is included in the Contract Price and the Contract Work and shall be performed in full compliance with all requirements of the Contract Documents. The Contract Time also includes a number of calendar days reserved for performance of Allowance Work in accordance with this Article, calculated as follows: twenty percent (20%) of days allocated from the date the Contract Time commences to Final Completion (as awarded), or sixty (60) days, whichever is less, unless otherwise specified in the Contract Documents. The election of the Contractor's performance of Allowance Work and the allocation of Contract Time for such Allowance Work shall be within the sole discretion of the County.

21.2 Authorized Expenditures and Allocations of Time. All charges and time for Allowance Work must be pre-approved in writing by the COUNTY ADMINISTRATOR for the COUNTY or by his appropriately authorized designee. Said written pre-approval shall

be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the time, if any, required, and the price for the Allowance Work, and shall contain the authorized signature of the COUNTY ADMINISTRATOR, or his appropriately authorized designee. If the CONTRACTOR proceeds to perform any Allowance Work without the required AAR, the CONTRACTOR shall be deemed to have waived any rights it might otherwise have had to additional compensation or additional time, or both, for such Allowance Work. Any monies designated for Allowance Work remaining upon the completion of all Work shall be deducted from the Contract Price by an approved Change Order.

21.3 Pricing of Allowance Work. When the COUNTY has determined that it wishes to have the CONTRACTOR perform certain Allowance Work, the PROJECT MANAGER shall provide the CONTRACTOR with an allowance proposal request, identifying the Allowance Work to be performed, and requesting the CONTRACTOR to submit a price for such proposed Allowance Work. The CONTRACTOR shall submit a price for the proposed Allowance Work in a timely fashion, but in no event shall the CONTRACTOR expend more than five (5) days within which to submit its price on the proposed Allowance Work, unless the PROJECT MANAGER, with the consent of the DIRECTOR, permits a longer period of time. The CONTRACTOR shall prepare its price for the proposed Allowance Work in accordance with the pricing procedures established for Change Orders under Article 12.

21.4 Allocation of Contract Time. If the CONTRACTOR requests an allocation of Contract Time for performance of Allowance Work, the CONTRACTOR shall state with particularity in its response to the allowance proposal request of the COUNTY the reasons for its request and the manner in which performance of Allowance Work will affect the Contract schedule. The CONTRACTOR shall be entitled to an allocation of time for performance of Allowance Work only for the number of the days that the COUNTY ADMINISTRATOR or his designee determine to be appropriate, and then only to the extent such performance affects the ability of the CONTRACTOR to meet contract milestone dates. The COUNTY ADMINISTRATOR or his designee may not allocate more Contract Time for all Allowance Work hereunder than the number of calendar days designated for Allowance Work in the Agreement. If the COUNTY and CONTRACTOR agree on the time to be allocated for performance of Allowance Work, the time shall be stated in the AAR. The COUNTY ADMINISTRATOR or his designee may adjust any milestone dates affected by allocation of time for Allowance Work and shall state such adjusted milestone dates in the AAR. CONTRACTOR shall not be entitled to damages for delays or disruptions caused by performance of Allowance Work hereunder. An approved Change Order shall be used to deduct any time designated for Allowance Work remaining at the completion of all Work from the Contract Time.

21.5 Disputes as to Price or Time. If the COUNTY and CONTRACTOR agree on the price for proposed Allowance Work but cannot agree on the amount of time for such Work, or vice-versa, then the item agreed upon shall be stated in the AAR.

ARTICLE 22 – DISPUTE RESOLUTION

22.1 Mediation. As a condition precedent to filing any action in law or equity on any claim against the COUNTY that may be arise out of these Contract Documents or the subject thereof, the CONTRACTOR agrees to provide advance Notice to the COUNTY of its intent to file a lawsuit or other action against the COUNTY. The CONTRACTOR further agrees to submit the dispute in good faith to non- binding mediation before a single mediator, pending completion of which any lawsuit or other action that may have been filed by or on behalf of, the CONTRACTOR shall be tolled. The costs for such mediation shall be split equally between the parties.

22.1.1 Venue for Mediation. The mediation shall be conducted at the West Pasco Government Center, located at 8731 Citizens Drive, New Port Richey, Florida, or at such other convenient location in New Port Richey as the mediator may determine.

22.1.2 Selection of Mediator. The mediator shall be selected from the official list of certified mediators maintained by the Circuit Court for the Sixth Judicial Circuit, in and for Pasco County, Florida or such other list as agreed upon by the parties. Said mediator shall possess a minimum of ten (10) years' experience in handling construction transactions and litigation.

22.1.3 Rules and Administration. Unless otherwise contrary to these Contract Documents, to any subsequent written expression of mutual intent executed by the parties, or to any provision of the law, the mediation shall be administered by the American Arbitration Association and conducted in accordance with its most recent Construction Industry Mediation Rules.

22.2 Governing Law. The Contract Documents shall be governed by and interpreted according to Florida law.

22.3 Venue and Jurisdiction. Any action brought under a resulting Agreement or with respect to any claim arising from the subject matter thereof shall be brought and heard in a state court of competent jurisdiction at the West Pasco Judicial Center in New Port Richey, Pasco County, Florida. If the claim(s) that form the basis for any such action must be adjudicated in federal court, then venue for that action shall be in the United States District Court for the Middle District of Florida, Tampa Division.

22.4 Notice of Claim; Contractor Books and Records. As a condition precedent to the initiation by the CONTRACTOR of any claim (regardless of how such a claim or demand shall be entitled by the CONTRACTOR) against the COUNTY through administrative proceedings or in arbitration, or to the filing of any action in law or equity against the COUNTY, the CONTRACTOR shall, at least sixty (60) days in advance thereof, provide Notice to the COUNTY of its intent to pursue said claim, and for a period not less than fifteen days during the first (45) days following the date of the Notice, deliver to the

COUNTY at the Office of the County Attorney in New Port Richey, Florida, for inspection and copying, all of the original books and records in the possession or control of the CONTRACTOR which may be related, directly or indirectly to the claim or action, regardless of whether the COUNTY has affirmatively and expressly requested the same. In lieu of delivering the original books and records, the CONTRACTOR may, at its own expense, deliver to said Office of the County Attorney complete and legible photocopies of all such original books and records within thirty (30) days of the date of the Notice; however, nothing herein shall be construed to curtail the rights of the COUNTY to, *inter alia*, inspection and copying under Article 18 hereof.

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CONDITIONS OF THE CONTRACT

B. SPECIAL CONDITIONS

1. LOCAL PREFERENCE

Under Sec. 2-111(a)(1) of Pasco County's Purchasing Ordinance, a business qualifies as "Local Business" if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) the vendor, supplier or contractor operates or performs business on a daily basis at said location; and d) has so operated or performed business at that location for at least twelve (12) months prior to the Bid or Proposal opening date; and e) includes a copy of their local business tax receipt with their Bid or Proposal. Post office boxes shall not be used for the purpose of establishing said physical address. The justification for the application of a local preference to a particular Bidder must be included as part of any written quotation, Proposal or sealed Bid along with a copy of the Bidder's local business tax receipt at the time of submission.

In bidding for, or letting contracts or procurement of goods, services or construction, as described herein, the Board of County Commissioners (BOARD) may give a preference to Local Businesses in making purchases (unless otherwise precluded by the ordinance, state or federal law) as described below:

(i) When written quotations or sealed bids are received that do not exceed $1,000,000.00, and the lowest price is offered by a vendor that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 10% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all requirements of the solicitation.

(ii) When sealed bids are received that are greater than $1,000,000.00, and the lowest price is offered by a business that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 5% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all County requirements.

(iii) The total quote or bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and that will be actually purchased or awarded by the BOARD.

If two or more identical quotations or bids are received at the time the written quotations or sealed bids are opened, the award shall be made to the responsive, responsible "Local Business" as defined herein.

The preference established in this section does not prohibit the right of the BOARD to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals nor prohibit the BOARD from giving any other preference permitted by law in addition to the preference authorized in this section.

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State or Federal Funds Involved N (Mark Y or N as applicable)

2. INSURANCE OF THE CONTRACTOR

2.1 During the life of this Agreement, the CONTRACTOR shall provide, pay for, and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class B or better, authorized to transact business in the State of Florida, and which are satisfactory to the COUNTY. Promptly after the issuance by the COUNTY of the Notice to Apparent Low Bidder of this Agreement, and prior to submission of the Agreement to the BOARD for its approval and execution, the CONTRACTOR shall provide to the COUNTY evidence of insurance coverage of the types, and in the amounts, required hereunder by submitting executed Certificates of Insurance, the preferred form of which has been included with this solicitation. Each Certificate shall set forth the original manual signature of the authorized representative of the insurance company/companies identified therein and shall have attached thereto proof that said representative is authorized to execute the same. In addition, the CONTRACTOR shall provide certified true and exact copies of all required policies and of endorsements to the COUNTY within sixty (60) days of the issuance by the COUNTY of the Notice to Apparent Low Bidder.

2.2 All policies of insurance mandated by this Agreement shall name Pasco County Board of County Commissioners as a certificate holder and require that the insurer give the COUNTY thirty (30) days written notice of any cancellation, intent not to renew, or reduction in coverage; and ten (10) days written notice of any non-payment of premium. Such notice shall be delivered by First-Class U.S. Mail to: Pasco County Risk Management Department, 7536 State Street, New Port Richey, Florida 34654. In the event of any reduction in the aggregate limit of any policy, the CONTRACTOR shall immediately restore such limit to the amount required herein.

2.3 All insurance coverage provided by the CONTRACTOR shall be primary to any insurance or self-insurance program of the COUNTY that is applicable to the Work provided for in this Agreement.

2.4 Receipt by the COUNTY of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by the Contract Documents does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

2.5 No work for the COUNTY shall commence, nor occupancy by the CONTRACTOR of any of its property take place, until the required Bonds, Certificates of Insurance, and copies of the associated policies, if requested, are received by the COUNTY, even if the Contract Time has commenced.

2.6 The insurance coverage and limits required of the CONTRACTOR under the Contract Documents are designed to meet the minimum requirements of the COUNTY. They are not designed as a recommended insurance program for the CONTRACTOR. The CONTRACTOR shall be responsible for the sufficiency of its own insurance program. Should the CONTRACTOR have any questions concerning its exposures to loss under the Contract Documents or the insurance coverage needed therefore, it should seek professional assistance.

2.7 If the insurance coverage initially provided by the CONTRACTOR is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the COUNTY thirty (30) days prior to expiration of current coverage.

2.8 Should the CONTRACTOR fail to maintain any of the insurance coverage required by the Contract Documents, the COUNTY may, at its option, either terminate this Agreement for default, or procure and pay for such coverage, charging the CONTRACTOR for, and deducting the costs of, the same from payments due the CONTRACTOR. A decision by the COUNTY to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

2.9 In addition to being listed as a certificate holder, all liability insurance policies obtained by the CONTRACTOR to meet the requirements of the Contract Documents, other than the Worker's Compensation and Employer's Liability Policy, shall provide that the Pasco County Board of County Commissioners, its employees and agents, and the PROFESSIONAL shall be "additional insureds" under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverage provided under this Section shall apply to all the activities of the CONTRACTOR under the Contract Documents without regard for the location of such activity.

2.10 **Coverage.** Amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office forms and endorsements or their equivalent.

2.11 **Worker's Compensation and Employer's Liability Insurance.** The CONTRACTOR shall maintain coverage for all employees engaged in the Work, in accordance with the laws of the State of Florida. The CONTRACTOR also agrees to waive its right of subrogation as part of this coverage. The amount of each insurance shall not be less than:

a.	Workers' Compensation	Florida Statutory Requirements
b.	Employer's Liability	$100,000.00 Limit Each Accident $500,000.00 Limit Disease Aggregate $100,000.00 Limit Disease Each Employee

2.12 **Commercial General Liability Insurance.** Coverage shall include, but not be limited to, liability arising from the Premises, operations, independent contractors, products, completed operations, personal and advertising injury. Contractual coverage for this Contract, including any hold harmless and/or indemnification agreement(s), shall be provided on an ISO form CG 0001 or its equivalent. Limits of coverage shall not be less than the following on a per occurrence basis:

General Aggregate	$5,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00
Personal and Advertising Injury	$500,000.00
Each Occurrence	$5,000,000.00
Fire Damage (Any One Fire)	$50,000.00
Specific Contract Aggregate Limits	$(*same as above*)

a. The Aggregate Limits shall be separately applicable through the use of the Insurance Endorsement included as part of this solicitation, or its equivalent according to the Risk Management Division of the COUNTY.

b. If the General Liability Insurance required herein is issued or renewed on a "claims made" form, as opposed to the occurrence" form, the retroactive date for coverage shall be no later than the date the Contract Time commences and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be extended for three (3) years beyond the completion and acceptance date of the Project under this Contract.

2.13 **Business Automobile Liability Insurance.** Coverage shall be maintained by the CONTRACTOR as to ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

a. Bodily Injury & Property Damage Liability:
$1,000,000.00 Combined Single Limit Each Accident

2.14 **All Risk Coverage.** For purposes of this Agreement, **Builder's Risk** coverage **IS NOT** required; **Installation Floater** coverage **IS NOT** required. If either or both are required, the CONTRACTOR shall provide said coverage, which shall include the following minimum requirements:

a. All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the COUNTY. All coverage and endorsements must be on forms acceptable to the COUNTY. The CONTRACTOR shall pay any and all premiums for this insurance, with any

deductibles being the sole responsibility of the CONTRACTOR. If both Builder's Risk and Installation Floater have been specified, no more than one deductible per occurrence shall apply. Maximum deductible per occurrence for this Project: $ N/A .

b. Limit of coverage shall be 100% of the completed value of any building(s) or structure(s), or 100% of the value of the equipment to be installed, as appropriate; and Installation Floater coverage shall also provide for coverage of the installed equipment, including labor and materials, prior to final completion of the Project.

c. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "occupancy clause" or similar warranty or representation that the building(s) or structure(s) will not be occupied.

2.15 **Pollution Liability Insurance**. For purposes of this Agreement, **Pollution** Liability Insurance coverage **IS NOT** required. If required, the CONTRACTOR shall provide said coverage, which shall include the following minimum requirements: The minimum limits of liability shall be: $2,000,000.00 per occurrence/$2,000,000.00 aggregate for the incident. The CONTRACTOR shall maintain pollution liability coverage for bodily injury, property damage and environmental damage caused by a pollution incident.

2.16 **Certificates of Insurance.** Certificates of Insurance evincing the insurance coverage specified in paragraphs 2.11 through 2.15 shall be filed with the Purchasing Department within ten (10) days of the Notice to Apparent Low Bidder. The required Certificates of Insurance shall name the types of policies provided and shall refer specifically to this Contract.

3. PUBLIC RECORDS

CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 847-8147, PRR@MYPASCO.NET, OR 7536 STATE STREET, NEW PORT RICHEY, FL 34654.

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

END OF SPECIAL CONDITIONS

CONDITIONS OF THE CONTRACT

C. PROJECT-SPECIFIC CONDITIONS

SPECIFIC TERMS

1. DAMAGE TO PRIVATE PROPERTY

If during the course of the Work provided for hereunder, the Contractor damages private property, the Contractor shall be responsible for correcting the damage and restoring the property or correcting the defect upon the written request from the County to correct the defect or damage.

2. CONSTRUCTION SITE RUNOFF, SITE OPERATOR TRAINING

To ensure NPDES compliance, the Contractor must have and maintain at their expense training certificates issued by the Florida Stormwater Erosion and Sediment Control Inspector Training Program, or equivalent program approved by FDEP for all inspectors he/she is planning to use to provide the services contracted herein. Current copies of certificates shall be provided upon demand at any time during the contract period (if applicable).

3. PERMISSIBLE CONSTRUCTION LOCATIONS

As applicable, all construction shall be performed within County-owned rights-of-way, property, or easements, or as otherwise provided by this Bid Package.

END OF SPECIFIC TERMS

C. PROJECT-SPECIFIC CONDITIONS (cont.)

SUPPLEMENTAL SPECIFICATIONS
DIVISION I

Division I section numbers are based upon, and modify, corresponding section numbers in the General Conditions.

The *Florida Department of Transportation FY 2024-25 Standard Specifications for Road and Bridge Construction* (Standard Specifications), as approved and adopted by FDOT, shall govern all work on this Project, except as modified herein. Division I, General Requirements and Covenants, of the Standard Specifications is deleted and replaced by the Instructions to Bidders and General Conditions Sections of this Contract, as modified by this Division I. All references to sections or articles of the General Requirements and Covenants Division of the Standard Specifications shall be considered as references to parallel sections of the General Conditions Section of this Contract. COUNTY policy or determinations govern.

The Instructions to Bidders, General Conditions, the Construction Details Division of the Standard Specifications, and the Materials Division of the Standard Specifications shall govern all work on this Project except as supplemented and modified in these Supplemental Specifications. The Standard Specifications and Project plans use English units of measure. References in the FDOT Standard Specifications to the DEPARTMENT shall be considered as references to the COUNTY.

Refer to the Special Provisions and Plans sections following the Supplemental Specifications for project-specific modifications to these Supplemental Specifications and Standard Specifications.

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SS-2 DEFINITIONS

SS-2.26 Drawings

The following is added to the end of this section:
"Drawings" may include Construction Plans, Shop Drawings, or Contract Plans, as used in these Contract Documents.

SS-2.59 Standard Specifications

This following section is added:

2.59 Standard Specifications. The *Florida Department of Transportation FY 2024-25 Standard Specifications for Road and Bridge Construction*, an electronic book setting out or relating to the method or manner of performing work, or to the quantities and qualities of materials and labor.

SS-2.60 Standard Plans

The following section is added:
2.60 Standard Plans (or FDOT Standard Plans). The *Florida Department of Transportation FY 2024-25 Standard Plans for Road and Bridge Construction*, an electronic book describing and detailing aspects of the Work.

SS-2.59 ABBREVIATIONS AND ACRONYMS

The following article is added:

2.59 Abbreviations and Acronyms. The following abbreviations and/or acronyms may be used in the Contract Documents:

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CIGP	County Incentive Grant Program (FDOT State)
CRSI	Concrete Reinforcing Steel Institute

EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
LAP	Local Agency Program (FDOT Federal)
MASH	AASHTO Manual for Assessing Safety Hardware
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	Society of Protective Coatings
UL	Underwriters' Laboratories

SS-3 PRELIMINARY MATTERS

SS-3.7 Pre-Construction Conference

This article is expanded by the addition of the following:

3.7.1 Documents required at or before the Preconstruction Conference

The documents required at or before the Preconstruction Conference include, but are not limited to:

- CONTRACTOR'S Delineation of Lines of Authority
- Schedule
- Maintenance of Traffic Plan
- Hurricane Evacuation Plan
- Contractor's SWPPP
- Erosion Control Plan
- Personnel Qualifications
- Proposed Subcontractors
- Contractor's Quality Control (QC) Plan
- Supplier's QC Program
- Vehicles Registration in Florida
- Proposed Testing Laboratory
- CONTRACTOR provided permit(s)

- E-Verify documentation.
- Emergency Personnel Contact List with Telephone Numbers - This list shall also be forwarded to the COUNTY Sheriff's Office

SS-4 CONTRACT DOCUMENTS, INTENT, CONFLICTS, INTERPRETATION AND REUSE

SS-4.1 Precedence
The following paragraph is added:

4.1.3 In cases of discrepancy, the governing order of the documents is as follows:

1. The Special Provisions portion of the Project-Specific Conditions.
2. Contract Plans.
3. FDOT Standard Plans.
4. General Conditions, as modified by Division I of the Project Specific Conditions' Supplemental Specifications.
5. Standard Specifications, as modified by Division II of the Project Specific Conditions' Supplemental Specifications.
6. Special Conditions, and any other documents comprising the solicitation.

SS-5 PROJECT CONDITIONS

SS-5.4 Existing Utilities
The following paragraph is added:

5.4.1 Traffic Signals
When working in the vicinity of a traffic signal, notify the COUNTY Traffic Operations Division a minimum of two workdays in advance of excavation.

SS-7 RESPONSIBILITIES OF THE CONTRACTOR

SS-7.1 Supervision and Superintendence
The following paragraphs are added:

The CONTRACTOR shall have a copy of the Contract Documents available on the worksite at all times.

All work performed and all materials furnished shall be in close conformity with the lines, grades, cross sections, dimensions, and material requirements, and shall be within the tolerance indicated in the Contract Documents. The CONTRACTOR shall not deviate from the Contract Documents without prior written authorization from the COUNTY.

SS-7.1.2 Progress Meetings
The following article is added:

7.1.2 Progress Meetings

Attend meetings scheduled by the PROJECT MANAGER to discuss Contract progress, near-term scheduled activities, including utility relocations, problems, and their proposed solutions. Submit a three-week planning schedule at each weekly meeting, showing the Contract schedule activities completed in the previous week and planned for the next two weeks. Develop the three-week planning schedule in Gantt chart format from the updated Contract schedule, identifying completed, current and planned activities. Designate all activities that are controlling work items as determined by the currently accepted Contract Schedule. Submit a list of controlling work items with descriptions and locations (as requested by FDOT on its Construction Form #700-010-15) at each weekly progress meeting for review and approval by the COUNTY.

SS-7.2 Labor, Materials and Equipment

This article is expanded by the following:
It is prohibited as a conflict of interest for the CONTRACTOR to hire a SUBCONTRACTOR to perform CONTRACTOR quality control when the proposed SUBCONTRACTOR is under contract with Pasco County to perform work on any project described in the CONTRACTOR'S Contract with the COUNTY. Prior to approving a SUBCONTRACTOR for CONTRACTOR'S quality control, the CONTRACTOR shall submit to the COUNTY a certificate from the proposed SUBCONTRACTOR certifying that no conflict of interest exists.

Whenever the County Engineer determines that any person employed by the CONTRACTOR is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the County Engineer will provide written notice and the CONTRACTOR shall discharge the person from the work. Do not employ any discharged person on the project without the written consent of the County Engineer. If the CONTRACTOR fails to remove such person or persons, the County Engineer may withhold all estimates that are or may become due or suspend the work until the CONTRACTOR complies with such orders. Protect, defend, indemnify, and hold the COUNTY, its agents, officials, and employees harmless from all claims, actions, or suite arising from such removal, discharge, or suspension of employees.

SS-7.4 Concerning Subcontractors

SS-7.4.1 This paragraph is expanded by the following:
All proposed SUBCONTRACTORS must be approved by the COUNTY prior to the start of their particular work.

SS-7.7 Laws and Regulations

The following paragraph is added:

7.7.2 Discovery of Unmarked Human Burials

When an unmarked human burial is discovered, immediately cease all activity that may disturb the unmarked human burial and notify the County Engineer. The County Engineer shall contact the Medical Examiner's Office for the Sixth District of Florida. Authorization to resume work will not be authorized by the County Engineer until such authorization is received from the Medical Examiner's Office or the Florida Department of State's Division of Historical Resources, whichever holds jurisdiction.

SS-7.10 Safety and Protection

The following paragraph is added:

7.10.4 The CONTRACTOR shall provide exclusion devices, (ex. temporary construction fencing, barriers, or channelizing devices) and manpower on site during the cure period of concrete to discourage potential injury to passerby and resultant damage to work.

SS-7.12 Submittals and Samples

SS-9 RESPONSIBILITIES OF THE COUNTY

The following paragraph is added:

9.4 The CONTRACTOR shall be issued three (3) sets of plans and specifications at the time of the Pre-construction Conference. If the CONTRACTOR requires more sets, they shall be produced either by the COUNTY or the CONTRACTOR at the CONTRACTOR'S expense.

SS-10 STATUS OF THE PROFESSIONAL DURING CONSTRUCTION

The following paragraph is added before Article 10.1:

This Article is provided to advise the CONTRACTOR of the authority and scope of the PROFESSIONAL'S responsibility. This Article is not all-inclusive. The PROFESSIONAL'S contract with the COUNTY defines the legal contractual responsibility of the PROFESSIONAL.

SS-14 WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

The title of this Article is changed to: **WARRANTY AND GUARANTEE**

SS-14.1 The last sentence is deleted.

SS-15 PAYMENT AND COMPLETION

SS-15.8 Final Completion.

The following subparagraph is added:

15.8.1.3 The CONTRACTOR shall be responsible for and maintain all work and the Project area in a safe, clean, and neat manner and condition until it has been completed as a whole and the CONTRACTOR has received written final acceptance from the COUNTY .

SS-17 MISCELLANEOUS

SS-17.8 Pesticides, Herbicides and Fertilizer Application
The text is deleted and the following substituted:

17.8.1 **Insecticides and Herbicides:** Use products found on the following website, http://state.ceris.purdue.edu/, approved by the Florida Department of Agriculture and Consumer Services. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

Ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Submit a copy of current certificates to the PROJECT MANAGER upon request.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code, Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

17.8.2 **Cogon Grass:** The Contractor shall identify and provide a plan to dispose of any Cogon grass within the project limits/COUNTY right of way. The plan shall be in accordance with the COUNTY Public Works Department's standard operating procedure for handling Cogon grass.

17.8.3 **Fertilizer:** Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license

in accordance with Section 482.1562, F.S. Upon request, submit the current certificates to the COUNTY.

SS-23 PROSECUTION OF WORK.

The following article is added:

ARTICLE 23 – PROSECUTION OF WORK

Working hours shall be Monday through Friday, exclusive of COUNTY holidays. The normal day shall be between the hours of 8:00 am to 5:00 pm unless stipulated otherwise in the Contract Documents. The COUNTY will deduct all costs for inspection from fees due to the CONTRACTOR for work authorized beyond normal working hours unless due to an emergency not due to CONTRACTOR operations, or as allowed in the Contract Documents.

23.1 Compliance with Time Requirements

Commence work in accordance with the accepted working schedule and provide sufficient labor, materials, and equipment to complete the work within the time limit(s) set forth in the proposal. Should the CONTRACTOR fail to furnish sufficient and suitable equipment, forces, and materials, as necessary to prosecute the work in accordance with the required schedule, the County Engineer may withhold all estimates that are, or may become due, or suspend the work until the Contractor corrects such deficiencies.

23.2 Submission of Working Schedule

Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the COUNTY a work progress schedule for the project. The COUNTY will review and respond to the CONTRACTOR within 15 calendar days of receipt.

Provide a schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the County Engineer can readily identify the work and measure the progress on of each activity. Show each activity with a beginning work date, a duration, and a monetary value. Include activities for procurement fabrication, and delivery of materials, plants, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the schedule any utility

adjustment schedules included in the Contract Documents unless the utility owner and the DEPARTMENT mutually agree to changes to the utility schedules shown in the Contract.

Submit a working plan with the schedule, consisting of a concise written description of the construction plan.

The COUNTY will return inadequate schedules to the CONTRACTOR for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the County Engineer's return transmittal.

Electronically submit an updated Work Progress Schedule, for County Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The COUNTY will review the corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the schedule, the County Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The COUNTY will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised schedule in the time specified, the County Engineer will withhold all Contract payments until the COUNTY accepts the schedule.

The costs of the initial and all updates and revisions are included in the price for Mobilization-Lump Sum, or if there is no Mobilization pay item, include in the various pay items in the contract.

23.3 Beginning Work

Notify the COUNTY not less than five days in advance of the planned start day of work. Upon receipt of such notice, the COUNTY may give the CONTRACTOR Notice to Proceed and may designate the point or points to start the work. In the Notice to Proceed, the COUNTY may waive the five-day advance notice and authorize the CONTRACTOR to begin immediately. Notify the COUNTY in writing at least two days in advance of the starting date of important features of the work. Do not commence work under the Contract until after the DEPARTMENT has issued the Notice to Proceed. The DEPARTMENT will issue the Notice to Proceed within 20 calendar days, excluding Saturdays, Sundays, and Holidays, after execution of the Contract.

23.4 Provisions for Convenience of Public

Schedule construction operations so as to minimize any inconvenience to adjacent businesses or residences. Where necessary, the County Engineer may require the CONTRACTOR to first construct the work in any areas along the project where

inconveniences caused by construction operations would present a more serious handicap. In such critical locations, where there is no assurance of continuous effective prosecution of the work once the construction operations are begun, the COUNTY may require the CONTRACTOR to delay removal of the existing (usable) facilities.

23.5 Nighttime Operations and Lighting

Do not perform work during nighttime hours unless authorized by the COUNTY. Night operations will require adequate lighting.

END OF SUPPLEMENTAL SPECIFICATIONS – DIVISION I

C. PROJECT-SPECIFIC CONDITIONS (cont.)

SUPPLEMENTAL SPECIFICATIONS
DIVISION II

Division II section numbers are based upon, and modify, corresponding section numbers in the FDOT Standard Specifications dated FY 2024-25 and available at
https://www.fdot.gov/programmanagement/implemented/specbooks/default.shtm.

Refer to the Special Provisions and Plans sections following the Supplemental Specifications for project-specific modifications to these Supplemental Specifications and Standard Specifications.

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SS-100 CONSTRUCTION EQUIPMENT, GENERAL REQUIREMENTS.

100-3 Experimental Equipment.
This section is deleted.

SS-101 MOBILIZATION.
This article is revised as follows:

101-1 Description.
This article applies to the Project with the addition that mobilization shall include those operations necessary for the movement of incidentals to and from the Project site. The cost of the final cleanup and demobilization shall also be included.

Delete the last paragraph of this section. Payment for the costs of bonds and insurance will be made under **Bid Item No. 1000-2, Bonds and Insurance, Lump Sum** (see the General Conditions for the bond and insurance requirements of this bid item).

101-2.2 Partial Payments.
This subsection is deleted.

101-2.3 When No Separate Item is Included in the Proposal.
This subsection is deleted.

101-3 Mailbox Relocation.

The CONTRACTOR shall provide daily, temporary access to all existing mailboxes or temporarily relocate the mailboxes. Temporary access, temporary relocation, and/or a temporary mail service scheme shall be to the satisfaction of the U.S. Postal Service and the property owner recipient and shall be subject to acceptance by the COUNTY.

Upon completion of the Project, the CONTRACTOR shall place the mailboxes in a permanent location to the satisfaction of the property owner and the U.S. Postal Service. The installation of all mailboxes shall be in accordance with the latest version of the AASHTO publication, "A Guide for Erecting Mailboxes on Highways," and the servicing office of the U.S. Postal Service.

All costs associated with the removal, relocation and installation of mailboxes required under the Contract shall be included in **Bid Item No. 101-1, Mobilization, Lump Sum.**

101-4 Job Signs.
The COUNTY shall furnish two (2) 4' X 8' job signs for the CONTRACTOR to install at location designated by the PROJECT MANAGER. The CONTRACTOR shall furnish two

(2) 4" X 4" X 12' pressure-treated posts per sign and any and all required labor, materials, and equipment to install each sign. All signs shall be located outside the roadway clear zone and clear-sight triangle. The signs shall be the property of the CONTRACTOR for the duration of the Project and shall be maintained by the CONTRACTOR to the satisfaction of the PROJECT MANAGER. Upon completion of all Contract work, the CONTRACTOR shall return the signs to the COUNTY.

All costs associated with the job sign erection, location, and removal shall be included in **Bid Item No. 101-1, Mobilization, Lump Sum.**

101-5 Utility Location Confirmation.

The CONTRACTOR shall verify the horizontal and vertical location of any utilities within the roadway right-of-way at locations designated by the PROJECT MANAGER. The CONTRACTOR shall excavate around each utility by hand digging and shall use due care to protect each utility.

Utility locations will be verified at locations of potential conflict and wherever an existing utility is to remain as directed by the PROJECT MANAGER. Utilities located beneath the traveled roadway will not be verified at each location. The utility locations will be verified within the first month of the Contract. Any utilities damaged by the CONTRACTOR shall be repaired at the CONTRACTOR'S expense.

The CONTRACTOR shall contact the electric provider(s) to obtain all voltages for the facilities and comply with all clearance requirements.

The CONTRACTOR shall notify each utility owner prior to excavation in the vicinity of the utility. The intent of this work is to determine the accuracy of the utility location information provided to the COUNTY by the utility owners and to further evaluate the potential of utility conflicts with proposed construction at the start of construction.

All costs associated with this work shall be included in **Bid Item No. 101-1, Mobilization, Lump Sum.**

SS-102 MAINTENANCE OF TRAFFIC. (Also refer to the Special Provisions for particular MOT provisions regarding this Project.)

102-4 Alternative Traffic Control Plan.

This section is deleted and replaced with the following:

The CONTRACTOR shall be responsible for developing and implementing a Maintenance of Traffic (MOT) Plan that shall comply with this section, any documents incorporated by reference, and the requirements of the COUNTY Traffic Operations Manager. The CONTRACTOR shall not begin any work within or near the

Project limits without an approved Right of Way Use Permit and MOT Plan. The MOT Plan shall address each and every phase or stage of the CONTRACTOR'S construction operations.

The COUNTY shall have fourteen (14) calendar days from the date of submittal of the MOT Plan to either approve the plan as submitted or to return the plan to the CONTRACTOR for correction and re-submittal. If the CONTRACTOR wishes to modify an approved MOT Plan that is in use, the CONTRACTOR shall submit a modified MOT Plan which might be subject to the fourteen (14) day calendar review period. The information to be shown on the MOT Plan shall include, but not be limited to, the construction to be performed, the existing roadway, the limits of any proposed temporary pavement, all intersecting streets, the width of maintained travel lanes, the dimensions and locations of important geometry features, the location and types of all signs, the location and types of striping, and the location and type of all barricades.

102-5.3.1 Number of Traffic Lanes.

Add the following text to this subsection:

All work to be in compliance with the terms and conditions as outlined within the Project's Right-of-Way Use Permit without any deviations. In the event that the contractor wishes to reduce lane closures down to a single lane, the contractor will be required to submit a revised Maintenance of Traffic (MOT) plans to the PROJECT MANAGER for approval and written authorization from the COUNTY'S Traffic Operations Division. This includes any reduction from the initial Right-of-Way Use Permit for one-lane operations, on-way operations, detours and road closures.

102-5.6 Protection of the Work from Injury by Traffic.

Substitute the terms "damage" and "damaging" for injury and injurious, respectively.

102-6 Detours.

This section is deleted and replaced with the following:

Detours are only allowed with authorization from the COUNTY Traffic Operations Manager. All parties potentially affected by the detour shall be notified in accordance with the COUNTY Traffic Operations Manager's direction. Proposed detour plans shall meet the requirements of Section 102. Submit proposed detour plans to the PROJECT MANAGER a minimum of sixty (60) days prior to the proposed date of implementation.

Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement. Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone

meeting the requirements of the ADA Standards for Transportation Facilities. When temporary walkway surfaces and ramps are required to be constructed, ensure surfaces are stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.

102-13.1 Maintenance of Traffic (General Work).
Add the following text at the end of this subsection:

Any costs associated with compliance with the provisions of this section shall be included in **Bid Item No. 102-1, Maintenance of Traffic, Lump Sum**. Partial payments for Bid Item No. 102-1 shall be a pro-rated portion of the lump sum price over Contract time. The COUNTY has the complete discretion to adjust this calculation based on the quantity and quality of work performed.

SS-103 TEMPORARY WORK STRUCTURES.
This article is deleted.

SS-104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION.

104-3 Control of CONTRACTOR'S Operations, Which May Result in Water Pollution.

Add the following text to the end of this section:

Stabilized construction entrances shall be constructed to comply with the requirements of the Storm Water Pollution Prevention Plan (SWPPP) at all points of the Project ingress and egress.

104-9 METHOD OF MEASUREMENT.
Add the following subsections:

104-9.1 Permit Compliance.

The CONTRACTOR shall become familiar with Southwest Florida Water Management District (SWFWMD) Environmental Resources Permit (ERP), Florida Department of Environmental Protection (FDEP), National Pollution Discharge Elimination System (NPDES), General Construction Permit (GCP) conditions, and the SWPPP, which the CONTRACTOR shall provide for this Project. The CONTRACTOR shall also become familiar with all the permits and conditions as contained in these Contract Documents and shall be wholly and singularly responsible for compliance with the conditions and terms contained therein. The CONTRACTOR shall further hold the COUNTY harmless from all consequences resulting from any lack of compliance with the permit conditions.

Payment for this compliance and all other necessary work under Section 104 shall be made under Bid **Item No. 1000-1, NPDES Lump Sum.**

104-9.2 NPDES Permit and Compliance.

A National Pollutant Discharge Elimination System (NPDES) permit will be required through the Florida Department of Environmental Protection (FDEP) for the issuance of a Construction Generic Permit (CGP) (http://floridadep.gov/water/stormwater/content/construction-activity-cgp). The sediment and erosion control measures are considered to be the minimum requirements to prevent sediment and other pollutants from leaving construction sites significantly impacting water quality.

The contractor will prepare the NPDES permit application and Stormwater Pollution Prevention Plan (SWPPP) for permitting with the FDEP in order to obtain a "Notice of Intent (NOI)". The Stormwater Pollution Prevention Plan (SWPPP) to be in accordance with the EPA's 2017 Construction General Permit (CGP) Publication, FDEP Chapters: 62-25, Florida Statue 403.0885, and any other regulatory permits issued for the project. The SWPPP to depict erosion control measures associated with areas within the project limits; limits of demolition, soil disturbance, clearing or grubbing activities, pipe replacement, material storage, etc. The SWPPP shall have a designated area for signatures by each subcontractor acknowledging NPDES permit requirements for construction activities. It will be the Contractor's sole responsibility to property train subconsultants and obtain signatures prior to their mobilization at the site.

Upon issuance of the NOI, the contractor shall submit two hard copies of the permits and SWPPP plan to the PROJECT MANAGER (prior to mobilization). During construction it will be the CONTRACTOR'S sole responsibility to inspect and reinstall all sediment and erosion control devices on a daily basis ensuring compliance with the NPDES permit requirements. The Contractor is to furnish and install any additional control measures needed in order to prevent sediment from leaving the Project site throughout the course of construction and as required by the FDEP during construction activities. **A copy of the permit and SWPPP plan shall be subject to inspection by the County, FDEP, or inspectors at any given time during construction.**

Upon completion of construction all disturbed areas shall be sodded. The site shall be cleaned with all stockpiles and materials removed from the site prior to closing out the NPDES permit with the FDEP by obtaining a Notice of Termination (NOT) for construction activities. Prior to applying for the NOT, the contractor shall properly clean the site and remove all stockpiled areas.

Compensation for erosion control devices, SWPPP plan, inspections and all other work required by the NPDES General Permit including, but not limited to, preparation and submission of the documents as well as all labor and materials required for compliance shall be included in **Bid Item No. 1000-1 NPDES Permit, Lump Sum.**

Payment schedule for work under Bid Item No. 1000-1 will be as follows: The first payment will be thirty (30) percent on the initial pay request contingent upon acceptance of the Storm Water Pollution Prevention Plan (SWPPP). forty-five (45) percent prorated per month for the remainder of the original contract duration, and twenty-five (25) percent with the final pay request accompanied by proof of submittal of the Stormwater Permit NOT to SWFWMD.

SS-105 CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS.

This article is revised as follows:

105-1 General

105-1.1 Quality Control Documentation

The following is added:

References to the "Department" shall refer to "Pasco County Transportation Engineering".

105-1.1.2 Deleted. All references to data input into the FDOT Database are deleted throughout this section.

105-1.1.3 Worksheets

The following is added at the end of this subarticle:

Where references are made to documentation, the Contractor may elect to utilize FDOT forms for reporting or submit alternate procedures to the PROJECT MANAGER for review and approval before construction commences. FDOT forms are available at https://pdl.fdot.gov/

105-1.2.1 Inspections to Assure Compliance with Acceptance Criteria

The following paragraph is added:

The COUNTY may conduct, at its own expense, any testing beyond that specified that it deems necessary to ensure the level of quality dictated by the Contract Documents. The CONTRACTOR shall reimburse the cost of any test performed by the COUNTY on material fails to meet the specifications.

105-2 Additional Requirements for Lump Sum Projects

Deleted.

105-3 Quality Control Program

Insert the following after the first paragraph:

Utilize Producers and Personnel pre-qualified by FDOT. Should a Producer or Personnel lose FDOT qualification suspend the affected production or construction operation, Notify the PROJECT MANAGER and do not resume operations until the Producer is re-qualified by FDOT or an alternate pre-qualified Producer is approved by the PROJECT MANAGER. Personnel whose qualification expires or is suspended

by FDOT shall not be employed on the project until the individual is re-qualified by FDOT.

105-4 Producer Quality Control Program

Notwithstanding other references to "Department" meaning "Pasco County Transportation Engineering", requirements of this subsection shall apply. Provide a statement on the Producer's letterhead stating the producer's FDOT plant / facility ID and a statement that all products will be produced in conformance with the requirements of FDOT Specification Section 105.

105-5 Contractor's Quality Control (QC) Plan

105-5.1 General

The text is deleted and replaced by the following:

105-5-1.1 When the Contractor is FDOT qualified, provide a copy of the Contractor's QC Plan and facility ID. Notwithstanding other references to "Department" meaning "Pasco County Transportation Engineering", requirements of this subsection shall apply.

105-5.1.2 When the Contractor is not FDOT qualified, prepare and submit a QC Plan identifying the Items of Work that are included in the contract and state how the Contractor intends to meet the QC requirements.

SS-110 CLEARING AND GRUBBING.

110-3 Selective Clearing and Grubbing.

110-3.2 Trees to Remain: Add the following text to the end of this section:

Any trees and/or shrubbery located within the right-of-way shall be protected and preserved in accordance with the Pasco County Land Development Code unless otherwise indicated in the Plans. Payment for this work shall be included under Clearing and Grubbing.

110-6 Removal of Existing Structures.

The CONTRACTOR shall be responsible for the removal of existing structures within the proposed right-of-way, which have not been removed by the adjacent property owners and are not otherwise addressed in the Contract Documents. Existing Structures to be removed shall include, but not be limited to, signs of any size not covered by other Bid Items, Footings, Foundations, any and all utility connections to the footings or foundations, any and all existing drainage structures or pipes of any type and size, which need to be removed to facilitate the construction of the Project. Payment shall be included under **Bid Item No. 110-1-1 – Clearing and Grubbing.**

110-6.3 Partial Removal of Bridges.
This subsection is deleted.

The following subsection is added:

110-8.1 Removal of Traffic Signs, Signals and Lighting
Coordinate with Pasco County Traffic Operations Division prior to removing existing signs, traffic signal and roadway lighting equipment. Pasco County Traffic Operations will identify those items to be salvaged. Carefully remove, protect, and transport signs and equipment to the location designated by Traffic Operations at no additional cost to the County.

SS 110-10 Miscellaneous Operations

110-10.3 Mailboxes
This paragraph is deleted.

The following article is expanded by the following:

110-10.4 Existing Guardrail
Where no provision for relocation of existing guardrail is provided in the Plans, protect existing guardrail from damage or displacement. Whenever guardrail exists within the limits of construction and construction operations necessitate removal to perform other items of work, the PROJECT MANAGER will direct the Contractor to remove, store and reset the guardrail at the original location or at a location designated by the PROJECT MANAGER.

All costs associated with the removal, relocation, and installation and/or re-installation of fencing in the Project area shall be incidental to the work necessitating removal and resetting guardrail.

110-10.5 Relocating Fences
The CONTRACTOR shall relocate existing fences to the new right-of-way line. Where additional fencing is required, the new fencing shall be the same type and material as that which exists or as designated on the plans. Any fences located within the areas of Temporary Construction Easement (TCE) limits shall be relocated to the edge of the TCE and then relocated to the new right-of-way when construction is completed.

All costs associated with the removal, relocation, and installation and/or re-installation of fencing in the Project area shall be included under **Bid Item No. 110-1-1 - Clearing and Grubbing**.

SS-120 EXCAVATION AND EMBANKMENT.

120-3 Preliminary Soils Investigation.

Add the following text to this section:

The CONTRACTOR shall be responsible for determining to his/her satisfaction prior to the submission of his/her bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. The prices established for the work to be done will reflect all costs pertaining to that work. Any claims for extras based on the substrata or groundwater table conditions will not be allowed.

120-8.3 Hydraulic Method.

This subsection is deleted.

120-10.4 Verification Comparison Criteria and Resolution Procedures

This subsection is revised as follows:

All references to "The State Materials Office (SMO) or an AASHTO accredited laboratory are deleted and replaced by "An AASHTO accredited Laboratory selected by the PROJECT MANAGER.

120-14 Basis of Payment.

120-14.1 General.

Add the following text to this subsection:

Bid quantities are based on the typical sections utilizing a limerock base. There will be no adjustment of plan quantity if the CONTRACTOR requests, and the COUNTY approves, the use of a different base. Partial payments shall be based on calculations to approximate the amount of earthwork performed during the pay period.

SS-125 EXCAVATION FOR STRUCTURES AND PIPE.

125-9 Acceptance Program.

This section is revised as follows:

125-9.1 General Requirements:

The following is added at the end of this paragraph:

Provide (subject to approval by the COUNTY) and maintain a quality control system that provides reasonable assurance that all materials, products, and completed

construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in such quality control system shall be the responsibility of the CONTRACTOR to provide and implement.

SS-160 STABILIZING.

160-5 Method of Payment (Type B Stabilization).
This article is revised as follows:

The quantity to be paid for will be the measured area, in square yards, completed and accepted.

SS-285 OPTIONAL BASE COURSE.
This article is revised as follows:

SS-285-2 Materials**.**
This subsection is revised as follows:
Only limerock and asphalt are acceptable optional base-course materials.

285-8 Method of Measurement.
This section is deleted and replaced with the following:

The quantity to be paid shall be the actual area, in square yards, of material placed and accepted. There will be no payment for additional square yards of surface area of base due to measured thickness greater than the thickness shown in the plans.

SS-330 HOT BITUMINOUS MIXTURES—GENERAL CONSTRUCTION REQUIREMENTS.

330-2 Quality Control Requirements.

330-2.1 Minimum QC Requirements
This section is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance and meet Contract requirements. The criteria, methods, requirements, and determinations included in such quality control system shall be the responsibility of the CONTRACTOR to provide (subject to approval by the COUNTY) and implement.

330-9.4.5 Quality Control Testing.
This subsection is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance and meet Contract requirements. The criteria, methods, requirements, and

determinations included in such quality control system shall be the responsibility of the CONTRACTOR to provide (subject to approval by the COUNTY) and implement.

SS-334 SUPERPAVE ASPHALT CONCRETE.

This article is revised as follows:

334-1.1.1 Quality Control

Provide (subject to approval by the COUNTY) and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance and meet Contract requirements. The criteria, methods, requirements, and determinations included in such quality control system shall be the responsibility of the CONTRACTOR to provide and implement.

Quality Control and test result information shall be provided to the County. Asphalt Forms for Quality Control and Verification are available on the FDOT Construction website: https://www.fdot.gov/construction/asphalt/cqcasphaltforms.shtm
Do not enter data into the FDOT database

SS-338 VALUE ADDED ASPHALT PAVEMENT

This section is deleted.

SS-346 PORTLAND CEMENT CONCRETE.

This Article is revised as follows:

346-3 Classification, Strength, Slump and Air Content

346-3.1 General

Table 3 is deleted and replaced by the following:

TABLE 3
Concrete Class, Compressive Strength, and Slump

Class of Concrete	Specified Minimum Strength (28-day) (psi)	Target Slump Value (inches) (c)
Structural Concrete		
I [(a)]	3,000	3 [(b)]
I (Sidewalk) (with polymer fiber)	3,000	3
I (Pavement)	3,000	2
II [(a)]	3,400	3 [(b)]
III [(c)]	5,000	3 [(b)]
III (Seal)	3,000	8
IV [(d) (f)]	5,500	3 [(b)]
IV (Drilled Shaft)	4,000	8.5
V (Special) [(d) (f)]	6,000	3 [(b)]

V [(d) (f)]	6,500	3 [(b)]
VI [(d) (f)]	8,500	3 [(b)]
VII [(d) (f)]	10,000	3 [(b)]

(a) For precast three-sided culverts, box culverts, end walls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (b). The CONTRACTOR is permitted to use concrete meeting the requirements of ASTM C478 4,000 psi in lieu of Class I or Class II concrete for precast end walls, inlets, manholes and junction boxes.

(b) The County Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, the target slump is 9 inches.

(c) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the County Engineer. The target slump for slip-form mix is 1.50 inches.

(d) When precast three-sided culverts, box culverts, end walls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (b).

346-4 Classification, Strength, Slump and Air Content

346-4.1 Master Proportion Table

Table 4 is deleted and replaced by the following:

TABLE 4
Concrete Master Proportions

Class of Concrete	Specified Total Cementitious Materials Content pounds per cubic yard	Maximum Water to Cementitious Material Ratio pounds pe pounds**
I [(a)]	470	0.53
I (Sidewalk) (with polymer fiber) *	470	0.53
I (Pavement)	470	0.50
II [(a)]	470	0.53
III [(c)]	611	0.44
III (Seal)	611	0.53
IV [(d) (f)]	658	0.41 ***
IV (Drilled Shaft)	658	0.41
V (Special) [(d) (f)]	752	0.37 ***

V [(d) (f)]	752	0.37 ***
VI [(d) (f)]	752	0.37 ***
VII [(d) (f)]	752	0.37 ***

*Polymer Fiber additive shall be added at the rate of 0.75 pounds per cubic yard.

** The calculation of the water to cementitious materials ratio (w/cm) is based on the total cementitious material including cement and supplemental cementitious materials that are used in the mix.

*** When silica fume or metakaolin is used, the maximum water to cementitious material ratio will be 0.35. When the use of ultrafine fly ash is required, the maximum water to cementitious ratio will be 0.30.

346-9 Acceptance Sampling and Testing

346-9.1 General

The fourth paragraph is deleted and replaced by the following:
The QC testing laboratory will provide the compressive strength test results to the PROJECT MANAGER or designee within 24 hours. The QC testing laboratory will notify the Verification testing laboratory within 24 hours of testing the cylinder and provide the Verification testing laboratory with the compressive strength test results. Ensure the compressive strength results are provided to the PROJECT MANAGER or designee within 72 hours of determining the compressive strength of the cylinders.

346-9.2 Sampling Frequency

Table 8 is deleted and replaced by the following:
Set of three (3) cylinders per fifty (50) cubic yards, or one day's production per class, whichever is less.

SS-350 CEMENT CONCRETE PAVEMENT.

350-1.1 Quality Control

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in such quality control system shall be the responsibility of the CONTRACTOR to provide and implement subject to approval by the COUNTY.

SS-352 GRINDING CONCRETE PAVEMENT.

This article is deleted.

SS-353 CONCRETE PAVEMENT SLAB REPLACEMENT.

This article is deleted.

SS-355 VALUE ADDED PORTLAND CEMENT CONCRETE PAVEMENT.

This article is deleted.

SS-370 BRIDGE APPROACH EXPANSION JOINTS

This article is deleted.

SS-425 INLETS, MANHOLES, AND JUNCTION BOXES.

425-1 Description.

Add the following text to the end of this section:

Constructed elevations for inlets, manholes, and junction boxes shall not vary more than 0.05± feet from the grades as shown on the plans and shall maintain the designated direction of flow.

425-2 ADJUSTMENTS OF EXISTING INFRASTRUCTURE (APPLIES TO FDOT FUNDED PROJECTS ONLY)

The work specified under this section includes the adjustments of existing inlets, valves, signal boxes, meter boxes, manholes, junction boxes, conflict boxes, underdrain inspection boxes, testing ports, cleanouts, shoulder gutter inlets, yard drains, lids, back-of-sidewalk drains, French drain outlets, and similar structures to be raised or lowered to the finished plan grade. The work under this Section must be incidental to the scope allowing for adjustment of existing structures shown as part of the Plans ensuring the covers, rims, grates, lids, or infrastructure is flush with final grade or adjacent elevations (i.e., pavement, sidewalk) and for the satisfactory completion of the work. New infrastructure within the project limits must be constructed in accordance with these specifications, COUNTY Public Infrastructure Branch specifications and details, and Florida Department of Transportation specifications and standard construction details.

The work specified under this Section must include the furnishing and placement of all concrete, reinforcing steel and accessory items, gratings, frames, risers, lids, boxes, covers and any other necessary fittings, and providing plugs and openings in existing structures, as shown in the Plans or as directed by the County Engineer or COUNTY, all forms and false work, all excavation and backfilling around the structure, all labor and materials required to raise incidental infrastructure and restore the work site and affected property and facilities to a condition acceptable to the County Engineer, and the disposal of surplus materials not claimed by the COUNTY. Unless otherwise provided for in the contract documents, all materials disposed of by the CONTRACTOR must be disposed of in areas provided by the CONTRACTOR. All other work must adhere to Section 425 of the FDOT Standard Specifications.

Materials and construction must conform to the requirements of Section 425 of the FDOT Standard Specifications as amended herein, and such additional requirements as may be shown on the Plans, applicable standard drawings of the Pasco County Public Infrastructure Branch, and applicable drawings of the FDOT Standard Plans.

Basis of Payment
The pay quantity for the work specified under this Section to be included under **Bid Item No. 425-2, Adjustment of Existing Infrastructure, Per Each.**

425-3.2 Gratings, Covers and Frames.
The first paragraph is revised as follows:
Use "Alt. G" grates and frames. Provide structural steel grates that are galvanized in accordance with the requirements of ASTM A123.

425-7.7 Adjusting Structures.
The following paragraph is added:
Do not alter or modify precast structures without approval of the Engineer of Record.

SS-430 PIPE CULVERTS.

430-11 Method of Measurement
This section is revised as follows:

430-11.1 New Pipe Installed by Excavation
The quantity of storm and cross drainpipes, storm drain trench, side drain and gutter drainpipe, installed by pipe culvert optional material - excavation or trenching, to be paid for will be measured, in place as constructed and accepted from the inside wall of the structure as shown in the Plans, along the centerline of the pipe.

430-11.2 New Pipe Installed by Jack & Bore:
The quantity of storm and cross drainpipes, storm drain trench, side drain and gutter drainpipe, installed by Pipe Culvert Optional Material - Jack & Bore, to be paid for will be the plan quantity, in place and accepted. The measurement and payment will be the plan quantity length of the casing or carrier pipe installed by jack & bore. Carrier pipe installed through/inside the casing is paid for as pipe culvert optional material – excavation or trenching.

SS 452 PRECAST SEGMENTAL BRIDGE CONSTRUCTION
This article is deleted.

SS 458 BRIDGE DECK JOINTS
This article is deleted.

SS 461 MULTIROTATIONAL BEARINGS

This article is deleted.

SS 462 POST TENSIONING

This article is deleted.

SS 502 SHEAR CONNECTORS

This article is deleted.

SS 504 STEEL GRID FLOORS

This article is deleted.

SS 506 BRIDGE DRAINAGE SYSTEMS

This article is deleted.

SS 510 NAVIGATION LIGHTS FOR FIXED BRIDGES

This article is deleted.

SS-520 CONCRETE GUTTER, CURB ELEMENTS, AND TRAFFIC SEPARATOR.

520-11 Method of Measurement.

This section is revised as follows:

For curb or curb and gutter, the quantity to be paid will be the quantity, in feet, measured along the face of the completed and accepted curb or curb and gutter. Curb for sidewalk curb ramps or driveways will be paid at the Contract unit price for the adjacent curb type.

For valley gutters or shoulder gutters, the quantity to be paid will be the quantity, in feet, measured along the gutter line of the completed and accepted valley gutter or shoulder gutter.

For concrete traffic separator of constant width, meeting the requirements of FDOT Standard Plans, Index 520-020, the quantity to be paid will be the quantity, in feet, measured along the center of its width, completed, and accepted, including the length of the nose.

For concrete traffic separator of nonstandard or varying width, the quantity to be paid will be the quantity, in square yards, completed and accepted.

Basis of Payment

The pay quantity for the work specified under this Section to be included under Bid Item No. 520-1-10, Concrete Curb and Gutter, Type F, per linear foot.

SS-521 CONCRETE BARRIERS, TRAFFIC RAILING BARRIERS AND PARAPETS.

521-8 Method of Measurement.
This section is revised as follows:

The quantity to be paid for under this Section will be the quantity, in feet, completed and accepted. The quantity will be measured along the top of the rigid barrier from beginning to end station, including transitional and end sections, with no deduction for expansion joints or open joints.

SS 522 CONCRETE SIDEWALK AND DRIVEWAYS
This section is revised as follows:

522-2 Materials

522-2.1 Concrete: Use concrete meeting the requirements of Section 346.

522-2.2 Reinforcement: For all steel reinforcement required by the Plans, meet the requirements of Section 415.

522-2.3 Joint Materials: Meet the requirements of Section 932.

52210 Method of Measurement
The quantity to be paid will be the area, in square yards, completed and accepted. Ramps, reconstructed sidewalks, walk around sidewalks, sidewalk landings, sidewalk curbs, and driveways will be included in the area to be paid.

SS-523 PATTERNED / TEXTURED PAVEMENT.
This article is deleted.

SS-525 ASPHALT CONCRETE CURB.
This article is deleted.

SS-526 ARCHITECTURAL PAVERS.
This article is deleted.

SS-534 SOUND BARRIERS.
This article is deleted.

SS-550 FENCING.

550-5.1 Method of Measurement - **General.**
This subsection is deleted and replaced with the following:

The quantities to be paid for under this section shall be the number of gates and the length of each type of fence constructed and accepted, including corner pull

and end-post assemblies constructed. In addition, no extra payment will be made for any additional lengths of post that are necessary for the crossing of depressions in accordance with 550-4.4.3, muck areas, or other areas of inadequate support for a post of standard length.

550-6.2 Payment for Extra-Length Posts

This article is deleted.

SS-570 PERFORMANCE TURF (MATCH EXISTING SOD)

This article is revised as follows:

570-1 Description

Establish a growing, healthy turf over all areas designated in the Plans. Use sod in areas designated in the Plans to be sodded. Use seed, hydroseed, bonded fiber matrix, or sod in all other areas. Perform mowing and litter removal in accordance with Section 107. Maintain turf areas until final acceptance of all contract work. The pay quantity for the work specified under this Section to be included under Bid Item No. 570-1-2, Performance Turf, Sod, per square yard.

570-5 Responsible Party

For the purposes of this Specification, the CONTRACTOR shall be the responsible party throughout construction and establishment periods. Upon final acceptance of the Contract, the CONTRACTOR'S responsibility for maintenance of all the work or facilities within the project limits of the Contract will terminate in accordance with Section 107; with the sole exception that the facilities damaged due to lack of established turf and the obligations set forth in this Specification for performance turf shall continue thereafter to be responsibility of the CONTRACTOR as otherwise provided in this Section.

570-6 Disputes Resolution

The text is deleted and replaced by the following:
The CONTRACTOR and the COUNTY acknowledge that use of binding mediation is required and the determinations of the Mediator for disputes arising out of the performance turf specification will be binding on both the CONTRACTOR and the COUNTY, with no right of appeal by either party, for the purposes of this Specification.

Any and all mediation shall be in accordance with General Condition 22 – Dispute Resolution.

570-7 Failure to Perform

This article is deleted.

570-8 Method of Measurement.

This section is deleted and replaced with the following:

The quantity of Performance Turf to be paid for under this section shall be the area in square yards of turf satisfactorily installed and accepted.

SS-700 HIGHWAY SIGNING.

700-2.1 Ground Mounted Signs.

This article is revised as follows:

700-2.1.1 Materials.

Provide steel flanged U-channel or square tube steel meeting the mechanical requirements of ASTM A499, Grade 60. For each U-channel or square tube, punch or drill 3/8-inch diameter holes on 1-inch centers through the center of the post, starting approximately 1 inch from the top and extending the full length of the post. Ensure that the weight per foot of a particular manufacturer's post size does not vary more than plus or minus 3.5% of its specified weight per foot. Taper the bottom end of the post for easier installation. Machines straighten the U-channel to a tolerance of 0.4% of the length. Use only non-corrosive metal, aluminum, or galvanized steel attachment hardware. Sign systems shall be one of the products listed on the FDOT Approved Products List (APL).

All post systems, mounting brackets, and hardware shall be a type currently in use by the DEPARTMENT and currently approved by FDOT for use in the State of Florida.

Meet the requirements of FDOT Standard Plan 102-600 for installation of static ground mounted signs. When the Plans require structural steel sign supports, meet the requirements of the Plans and FDOT Standard Specification 962.

Add the following section:

700-7 Certification of Materials.

All traffic-control devices and materials shall be on the current FDOT Approved Products List (APL). Proof of certification is required for all traffic-control devices. A Traffic-Control Device Submittal Data Form shall be submitted for approval prior to the installation of any traffic-control device. No traffic-control device shall be installed until the COUNTY Traffic Operations Division has approved the certification submittal. These forms are available from the COUNTY Traffic Operations Division.

SS-911 LIMEROCK MATERIAL FOR BASE AND STABILIZED BASE.

911-2 Materials.

911-2.1.1 Approval of Material

Add the following text at the end of this section:

All limerock material shall originate from a certified FDOT quarry. The limerock material shall be supplied from a currently certified stockpile from the FDOT quarry. A certification stamp must appear on the tickets supplied to the PROJECT MANAGER prior to the placement of the material. The COUNTY reserves the right to split samples with the supplier's quality control, testing laboratory at the point of production.

SS-934 NON-SHRINK GROUT.

934-3 Sampling and Testing Methods.

Add the following text to the end of this section:

Testing will be carried out using samples of actual job materials mixed according to manufacturer's recommendation.

934-5 Product Acceptance on the Project.

This article is revised as follows:

Non-shrink grout used shall be one of the products listed on the FDOT Approved Product List (APL). Manufacturers seeking evaluation of their product shall submit an application in accordance with FDOT Standard Specification Section 6. Acceptance will be made in accordance with the products listed on the APL.

END OF SUPPLEMENTAL SPECIFICATIONS – DIVISION II

C. PROJECT-SPECIFIC CONDITIONS (cont.)

SPECIAL PROVISIONS

SP-1 PROJECT INTENT AND CONTRACT SCOPE

Construct diagonal span wire configuration with either concrete or steel strain poles for the existing Plantation Palms Blvd and Collier Pkwy intersection. The Project items and other associated work shall be in accordance with the Contract Documents and as directed by the PROJECT MANAGER.

SP-2 FUEL AND BITUMINOUS ADJUSTMENTS

SCOPE OF PAYMENTS – There shall be no price adjustments for Fuels or Bituminous Materials.

SP-3 CONSTRUCTION SCHEDULE PROGRESS MEETINGS

The PROJECT MANAGER will chair weekly construction schedule progress meetings. The general purpose of these meetings will be to coordinate the various operations in progress, review and update the status of the Schedule, plan future operations, update all utility relocations, resolve conflicts, and address other issues as necessary. It is required that the PROJECT MANAGER and the CONTRACTOR'S superintendent be present at these meetings. Payment shall be included in the other bid items in the Contract.

SP-4 UTILITIES

The CONTRACTOR is advised that there are utilities located within the right-of-way that may need to be removed, adjusted and/or relocated during construction. The CONTRACTOR shall cooperate and coordinate with the utility owners and their work during the period of construction.

SP-5 ENGINEERING AND LAYOUT

The CONTRACTOR shall retain a registered Professional Surveyor and Mapper licensed in the State of Florida (CONTRACTOR'S Surveyor) to establish all centerlines, base lines, horizontal and vertical control for all structures, roads, pipelines, and facilities, and set benchmarks as necessary to establish the basic layout. The CONTRACTOR'S Surveyor shall be responsible for developing all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations, utility locations, and other working points, lines, elevations, and cut sheets. The CONTRACTOR shall furnish the necessary labor and materials to accurately layout the work and set the required elevations from the information indicated and shall utilize the CONTRACTOR'S Surveyor for all detailed surveys needed for construction.

Prior to the start of construction, the CONTRACTOR'S Surveyor shall stake the right-of-way. At a minimum, staking shall be at 100-foot intervals and at all changes in right-of-

way width or direction. Station numbers (e.g., 50+00) shall be painted on the stakes and shall be maintained in legible condition by the CONTRACTOR until final acceptance of the Project. All survey baseline control points must be referenced outside the limits of construction and a copy of field notes submitted to the COUNTY Surveyor prior to the start of construction.

The dimensions for lines, elevations, and grades for structures and appurtenances are indicated in the plans, together with other pertinent information required for laying out the work.

If site conditions vary from those indicated on the plans, the CONTRACTOR shall notify the PROJECT MANAGER immediately of such variations. The PROJECT MANAGER shall then make adjustments to the plans as may be required. The location and elevation of the benchmarks are shown in the plans. The CONTRACTOR'S Surveyor shall check all benchmarks shown on the plans and notify the PROJECT MANAGER of any discrepancies prior to the start of construction.

The CONTRACTOR'S Surveyor shall provide the PROJECT MANAGER with all original field notes used and generated during the construction of the Project. All notes shall be kept in bound field books supplied by the COUNTY. All survey notes taken for the "As- Built" Drawings shall also be contained in bound field books. The COUNTY shall provide two (2) field books to the CONTRACTOR'S Surveyor. Additional field books shall be provided, if necessary, within forty-eight (48) hours of receipt of a written request. The field books shall be returned to the COUNTY prior to the final acceptance of the Project.

The CONTRACTOR shall also be responsible for all property monuments, geodetic survey control points, and points shown on the plans with State plane coordinates. The CONTRACTOR shall, at his/her own expense, utilize the CONTRACTOR'S Surveyor to set such markers. All geodetic control points and monuments with State plane coordinates shall be re-established using standard GPS methods acceptable within the industry. Monumentation of same shall be by a method approved by the COUNTY Surveyor. After the Project is constructed, the CONTRACTOR'S Surveyor shall monument the right-of- way unless excused, in writing, by the COUNTY Surveyor’s office. Monuments for the right-of-way shall be approved by the COUNTY Surveyor’s office for installation and location and shall be concrete monuments.

A boundary survey drawing must be prepared in accordance with Chapter 5J-17, Florida Administrative Code, by the CONTRACTOR’S Surveyor.

The CONTRACTOR'S Surveyor shall be available during normal hours (e.g., 8:00am – 5:00pm) to assist the PROJECT MANAGER, when required, in checking lines and elevations in the CONTRACTOR'S layout and for measuring quantities for payment purposes as the work proceeds. The CONTRACTOR shall cooperate with the PROJECT MANAGER so that the checking and measuring may be accomplished with the least interference to the CONTRACTOR'S operations. The CONTRACTOR'S Surveyor shall

provide the PROJECT MANAGER with survey assistance for subsoil excavation quantities and other Project quantities as required by the PROJECT MANAGER.

Field Monumentation shall be performed by the CONTRACTOR'S Surveyor. Where monuments do not already exist, the CONTRACTOR'S Surveyor shall set 5/8" capped (per Chapter 5J-17 F.A.C.) iron rods, 24" in length, set along the entire right-of-way line, both sides of the right-of-way, at all changes in direction for the length of the Project. Monumentation shall be no farther apart than 1,000 feet unless approved by the COUNTY Surveyor, only right-of-way owned by the COUNTY in fee shall be monumented, not easements.

All costs associated with this work including but not limited to construction layout, survey, staking the right-of-way, maintenance of the stakes and monumentation by the CONTRACTOR'S Surveyor shall be incidental to the Contract and included in the other bid items in the Contract.

SP-6 SECTION-CORNER BOX

The CONTRACTOR shall furnish and install a section-corner box at each section-corner monument or quarter-section-corner monument with the Project work area prior to the application of the asphaltic-concrete surface course. In the event that a section-corner or quarter section-corner is not located within the boundary of the Project, a minimum of two (2) monuments inside boxes shall be set as directed by the COUNTY Surveyor. The COUNTY Surveyor shall be notified forty-eight (48) hours prior to the installation of the section-corner boxes. If the section or quarter section-corner monuments are destroyed during construction, the CONTRACTOR shall furnish and install a new monument as established by GPS methods and certified as to State plane coordinates by the CONTRACTOR'S Surveyor. The section-corner box shall be an adjustable monument box. The existing monuments must be referenced outside the construction limits and a copy of the field notes submitted to the COUNTY Surveyor prior to the start of construction. All costs associated with this work shall be incidental to the Contract and included in the other bid items in the Contract.

SP-7 TRAFFIC SIGNALS

The CONTRACTOR is advised that the locations of the traffic signal pole foundations might need to be adjusted depending on the actual field conditions. The CONTRACTOR shall provide for such actual field conditions and set the traffic signal pole foundations in locations approved by the COUNTY Traffic Operations Engineer.

SP-8 PERMIT COORDINATION

Act as the Permit Coordinator to prepare, submit and gain approval for a Right-of-Way Use Permit, National Pollutant Discharge Elimination System (NPDES) FDEP, and any other regulatory requirements as outlined within the solicitation package.

SP-9 MAINTENANCE OF TRAFFIC PLAN

Prepare, submit, and gain approval for a project specific Maintenance of Traffic (MOT) plan (latest edition) based on the latest edition of the Florida Department of Transportation (FDOT)'s Standard Plans for Road and Bridge Construction, and the Manual on Uniform Traffic Control Devices (MUTCD) latest edition. This MOT Plan shall be signed and sealed by a Professional Engineer.

SP-10 MAINTENANCE OFTRAFFIC

A. Lane Closures.

Lane closures shall not be permitted during the hours of 6:00 AM to 9:00 AM and 4:00 PM to 7:00 PM. Lane closures within any school zone or within 500 feet of any school zone shall not be permitted from one (1) hour before to one (1) hour after the starting and ending times for school. All lane closures shall be properly signed and barricaded in accordance with FDOT Standard Plans or the Temporary Traffic Control Plan. Variable message signs shall be used to advise motorists of the lane closures. The CONTRACTOR shall notify all emergency, law enforcement, and rescue agencies operating in the vicinity of the Projecttwenty-four (24) hours in advance of the proposed lane closures or restrictions. The CONTRACTOR shall, at the direction of the PROJECT MANAGER, open any temporary lane closure causing extended traffic congestion, until traffic has returned to an acceptable flow as judged by the PROJECT MANAGER.

The CONTRACTOR shall exercise caution while relocating existing signs or installing new signs to prevent unnecessary damage to the signs or existing infrastructure. If the signs are damaged beyond use, as determined by the PROJECT MANAGER, signs will be replaced at the CONTRACTOR'S expense. The CONTRACTOR shall maintain at least two (2) lanes of traffic throughout the duration of the Project as indicated on the County Right-of-Way Use Permit (as applicable).

Temporary markings shall be installed immediately when required. Temporary Reflectorized Pavement Markers (RPM) shall be installed with all temporary lane lines. Maintenance of Traffic shall include all temporary pavement markings required prior to installation of permanent pavement markings.

Drop-offs.
The CONTRACTOR shall not have drop-offs greater than four (4) inches adjacent to any travel lane; therefore, the asphalt base shall be installed by the end of the working day without a drop-off greater than three (3) inches. The CONTRACTOR is referred to the FDOT Standard Plans No. 102 series.

It will be the responsibility of the CONTRACTOR to prepare maintenance of traffic plans and submit for a Pasco County right-of-way use permit.

B. Road Closures

The CONTRACTOR shall maintain at least two (2) lanes of traffic throughout the duration of the Project as indicated on the County Right-of-Way Use Permit (as applicable).

The CONTRACTOR shall maintain access to all adjacent properties and streets at all times. Except when written permission is given by the COUNTY, no road or street intersecting the Project shall be blocked or unduly restricted.

No street closing shall be made without the COUNTY'S written approval. The CONTRACTOR shall notify the Fire Department, Police Department, Florida Highway Patrol, COUNTY Traffic Operations Division and COUNTY Emergency Management Division before and after the closing of any street or portion thereof.

All costs associated with the compliance with this Special Provision shall be included under: **Pay Item 102-1 Maintenance of Traffic – Lump Sum**

SP-11 LAW ENFORCEMENT OFFICERS

FDOT Standard Specification 102-7 Traffic Control Officer is expanded as follows:
The CONTRACTOR shall provide two (2) uniformed, off-duty, law enforcement officers for traffic control: during night operations, and within 600 feet of a signalized intersection and as directed by the PROJECT MANAGER.

All costs associated with the compliance with this Special Provision shall be included under: **Pay Item 102-1 Maintenance of Traffic – Lump Sum**

SP-12 INSURANCE

Include the COUNTY Board of County Commissioners as an additional insured, except for workers' compensation and employers' liability insurance, on the required insurance policies. The CONTRACTOR shall include all costs incurred as a result of this requirement in the appropriate items throughout the contract and no pay item shall appear for these costs.

SP-13 GOPHER TORTOISE SURVEY AND PERMIT. (If needed)

The CONTRACTOR will be responsible for obtaining and hiring a Gopher Tortoise Agent (Agent) registered with the Florida Fish and Wildlife Conservation Commission (FWC) and authorized to conduct a Gopher Tortoise Survey in accordance with the current edition of the Gopher Tortoise Permitting Guidelines (available at http://myfwc.com/license/wildlife/gopher-tortoise-permits/).

The CONTRACTOR will be required to stake the limits of construction or limits of right-of-way, prior to the authorized Agent conducting a Gopher Tortoise Survey. The Authorized Gopher Tortoise Agent will prepare the permit application, submit to FWC for approval, pay any associated fee(s), and obtain approval for a Gopher Tortoise Conservation Permit through the FWC. The authorized Agent will prepare any required exhibits, maps, or necessary materials as part of the permitting process. The CONTRACTOR will be responsible for the Gopher Tortoise Survey, permit application, permit fees, and associated work necessary to obtain and satisfy the requirements of the Gopher Tortoise Conservation Permit.

All costs associated with the compliance with this Special Provision shall be included under:
Pay Item 1000-5 Gopher Tortoise Survey and Permit – Lump Sum

SP-14 GOPHER TORTOISE CAPTURING & COLLECTION. (If needed)
The CONTRACTOR will be responsible for obtaining and hiring a Gopher Tortoise Agent (Agent) registered with the Florida Fish and Wildlife Conservation Commission (FWC) and authorized to capture tortoises through any methods necessary in accordance with the current edition of the Gopher Tortoise Permitting Guidelines (available at http://myfwc.com/license/wildlife/gopher-tortoise-permits/).

The CONTRACTOR and the authorized Agent will be responsible for following all permit requirements and all rules and regulations of the FWC. The CONTRACTOR will be paid based on the actual number of potentially occupied burrows for which relocation activities are required.

All costs associated with the compliance with this Special Provision shall be included under:
Pay Item 1000-6 Gopher Tortoise CAPTURING & COLLECTION – Per Each

SP-15 GOPHER TORTOISE RELOCATION. (If needed)

The CONTRACTOR will be responsible for obtaining and hiring a Gopher Tortoise Agent (Agent) registered with the Florida Fish and Wildlife Conservation Commission (FWC) and authorized to relocate Gopher Tortoises through any methods necessary in accordance with the current edition of the Gopher Tortoise Permitting Guidelines (available at http://myfwc.com/license/wildlife/gopher-tortoise-permits/).

The Gopher Tortoise Relocation work shall commence within 30 days of the completion of the Gopher Tortoise Survey. The CONTRACTOR and the Agent will be responsible for following all permit requirements and all rules and regulations of the FWC. The recipient site shall be approved by FWC.

The CONTRACTOR shall be responsible for all costs involved in the handling, removal, and relocation to an FWC-approved recipient site of all Gopher Tortoises in the Project area in accordance with the FWC Gopher Tortoise Conservation Permit and guidelines. The CONTRACTOR to be responsible for the applicable FWC-approved recipient site costs. The CONTRACTOR will arrange for the payment to the FWC-approved recipient site.

The CONTRACTOR will provide under Bid Item 1000-7 – Gopher Tortoises Relocation, a Per Each unit price for the actual handling, removal, and relocation of Gopher Tortoises to the approved FWC recipient site. The CONTRACTOR will be paid based on the actual number of Gopher Tortoises handled, removed, and relocated from the Project Area to the FWC-approved recipient site.

All costs associated with the compliance with this Special Provision shall be included under:
Pay Item 1000-7 Gopher Tortoise Relocation.

SP-16 NIGHT WORK AND LIGHTING

Roadway, drainage, signing, and pavement marking, and utility work may need to be accomplished at night in order to meet the project schedule, for coordination with construction activities.

During active nighttime operations, furnish, place, and maintain lighting sufficient to permit proper workmanship and inspection. Use lighting with 5 ft-cd minimum intensity. Arrange lighting to prevent interference with traffic or illumination of adjacent property. Provide a light meter to demonstrate the lighting intensity meets or exceeds the minimum requirement. Lighting may be accomplished by the use of existing streetlights, portable floodlights, equipment lights, temporary streetlights, or other lighting methods approved by the County Engineer. Submit lighting plans on standard 11" x 17" sheets with a scale of either 100 or 50 feet to 1 inch. Do not start night work without authorization of the County Engineer. Include costs for lighting in the contract prices for the various items of work.

All costs associated with the compliance with this Special Provision shall be included in the various work items.

SP-17 SOILS REPORTS

Any soil report(s) for the Project will be available to Bidders for review in the offices of the COUNTY Transportation Engineering Department, Project Management Division Offices, 5418 Sunset Road, New Port Richey, FL 34652-3617.

This report is made available to prospective bidders for general information only and no warranty is made, either expressed or implied, regarding their accuracy or factual depiction of conditions.

SP-18 PRE AND POST CONSTRUCTION VIDEO

The CONTRACTOR shall provide a professionally recorded, color video showing the pre-construction site and the site upon completion of construction. The CONTRACTOR shall provide the video in .mp4 format on a USB storage device. The videos must show pertinent, physical features, including existing structures located adjacent to the right-of-way, along the entire centerline of construction. One (1) copy of the preconstruction video(s) shall be furnished to the PROJECT MANAGER prior to the start of construction, and One (1) copy of the post-construction video(s) shall be furnished to the PROJECT MANAGER with the final application for payment. The video(s) shall be labeled at the beginning of the video and on a label attached to a USB storage device with the date, project name, location, and a brief description of the video. The person taking the video shall sign the video log. A representative of the COUNTY shall be present when the videos are recorded.

All costs associated with the preparation of these videos shall be included under: **Pay Item 1000-19 Pre and Post Construction Videos**

SP-19 AERIAL PROGRESS PHOTOGRAPHS

The CONTRACTOR shall provide monthly photograph(s) of areas of active work within the project at an altitude of at least 100'. The aerial photos shall be full color and high resolution (minimum of 300 DPI (dots per inch)). The photos shall be submitted in .jpg format, with the date, station or location, and direction labeled on each photo.

The aerial photos and a brief status report (2-3 sentences) of the work activities captured in the photos shall be submitted together with each application for payment, and the absence of aerial photos or status report shall be deemed sufficient cause for rejection of an application for payment.

The CONTRACTOR shall provide the PROJECT MANAGER photo documentation of unusual conditions, utility and other conflicts, and any condition anticipated to result in a request for additional time or contract change.

The CONTRACTOR shall use a file naming configuration that organizes the photos chronologically (example: YYYYMMDD supplemented with a brief description, if appropriate.)

All costs associated with the preparation of construction photographs shall be included under: **Pay Item 1000-20 Progress Photographs**

SP-20 CONTRACTOR'S WEEKLY REPORT OF CONSTRUCTION

CONTRACTOR shall maintain daily records and submit them to the COUNTY as a Weekly Report of Construction. Deliver the report to the PROJECT MANAGER no later than 9:00am of the Monday following the report week. Include the following in the report:

- Day of week
- date
- CONTRACTOR name
- County Project Number
- Report Number
- Summary of Work in progress, segregated by Contractor and Subcontractor Details of Work accomplished including quantities of Work constructed.
- Summary of equipment working and location of work
- Summary of manpower by work element and Contractor/ subcontractor
- Receipt of major equipment or materials Documentation of Quality Control Testing by type and location
- Copies of Quality Control Test Results.

All costs associated with the compliance with this Special Provision shall be included in the various work items.

SP-21 CRANES AND DERRICKS

THE CONTRACTOR shall comply with OSHA Rule (29 CFR Part 1926 Subpart CC) regarding Cranes and Derricks in Construction, available at https://www.osha.gov/laws-regs/regulations/standardnumber/1926. The CONTRACTOR shall contact the electric provider(s) to obtain all voltages for the energized lines.

All costs associated with the compliance with this Special Provision shall be included in the related work items.

SP-22 WORK IN VICINITY OF SCHOOLS

CONTRACTOR and SUBCONTRACTOR employees shall not access school property or interact with students without prior authorization from the Pasco County School Board. Authorization may require employee background checks meeting the requirements of the Pasco County School Board and Florida Statutes. CONTRACTOR shall coordinate all construction work activities in the vicinity of schools with the school officials to mitigate any impact to the students during entrance and exit school times.

SP-23 RECORD (AS-BUILT) DRAWINGS

SP-23.1 During the entire construction, the CONTRACTOR shall maintain records of all deviations from the plans and specifications and shall submit those deviations to the PROJECT MANAGER in the form of Record Drawings ("As-Built" Drawings). The "As-Built" Drawings shall be initiated at the Notice to Proceed and shall be updated at least every seven (7) days (or as frequently as necessary to capture the necessary information) throughout the Contract duration. The CONTRACTOR shall engage the services of a Florida-registered Professional Surveyor and Mapper (CONTRACTOR'S Surveyor) to prepare the "As-Built" Drawings. The "As-Built" Drawings shall be developed in accordance with Florida's Minimum Technical Standards, Chapter 5J-17, Florida Administrative Code. The "As-Built" Drawings shall be developed using the CONTRACTOR'S records of all deviations from the Plans and "As-Built" surveying performed by the CONTRACTOR'S Surveyor.

The "As-Built" Drawings shall be plotted on the plans and/or detail sheets of the Contract Plans. The COUNTY will provide the original CAD files to the CONTRACTOR to allow for the production of the "As-Built" Drawings. As-built information shall be plotted on the base drawings so as to be easily distinguished from the "proposed" plan, boldly denoted as "as- built."

At a minimum, the following information shall be shown on the "As-Built" Drawings:

- Vertical as-built information:
- Final elevations along the profile grade line at least every 100 feet for linear grades and at least every fifty (50) feet along vertical curves.
- Final elevations on the edge of pavement and transitions every 100 feet, with stationing matching as-built elevations on the profile grade line.
- Final elevations of pipe inverts for all manholes and inlets. Final grate or rim elevations for manholes and inlets. Final elevations of inlets for all end walls or mitered end sections. Final elevations and dimensions for pond discharge structures.
- Final elevations of sidewalks every 50 feet and at sidewalk ramps with sufficient points to verify ADA compliance.
- Final elevations for ditch bottoms, pond bottoms, and berms at locations where proposed elevations are given. Horizontal as-built information:
- Horizontal locations (station and offset) confirmed if located per plan and plotted, and denoted if not plotted for all manholes, inlets, mitered end sections, end walls, and pond discharge structures.
- Horizontal locations plotted and denoted for any significant deviation from the roadway's geometric features.
- Horizontal locations and approximate dimensions plotted for constructed driveways.
- Horizontal locations plotted and denoted for signalization poles, pull boxes, and controllers.
- Horizontal locations plotted for power poles. Pond mitigation area as-built information:

"As-Built" Drawings for stormwater management ponds and mitigation areas shall meet the as-built requirements of various environmental permitting agencies issuing permits for the Project. These Contract Documents contain the permits issued for this Project.

SP-23.2 The CONTRACTOR shall deliver to the COUNTY prior to final acceptance or final payment four (4) sets of blue-line "As-Built" Drawings signed and sealed by the CONTRACTOR'S Surveyor. The CONTRACTOR shall also submit one (1) CD or DVD of PDF and CAD files of reproducible "As-Built" Drawings that will bear the name and

Professional Surveyor and Mapper number of the CONTRACTOR'S Surveyor as well as the CONTRACTOR'S Surveyor's company name and address.

SP-23.3 For water and wastewater facilities, meet the requirements for record drawings specified in the COUNTY Utilities Department's Technical Manual for Design and Construction of Water, Wastewater, and Reclaimed Water Facilities, revised February 2021.

SP-23.4 Basis of Payment:

All costs associated with the preparation of "As-Built" Drawings shall be included in **Pay Item 1000-3 RECORD DRAWINGS ("As-Built" Drawings).**

END OF SPECIAL PROVISIONS

C. PROJECT-SPECIFIC CONDITIONS (cont.)

PLANS

CONTRACTOR WILL PERFORM WORK IN ACCORDANCE WITH THE PLANS CREATED BY **COASTAL DESIGN CONSULTANTS, INC,** DATED **07/16/2025**, WHICH AND PLANS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. THESE PLANS HAVE BEEN WRITTEN TO PROVIDE SPECIFIC REQUIREMENTS FOR THIS PROJECT, **COLLIER PARKWAY (PLANTATION PALMS BLVD AND COLLIER PKWY TRAFFIC SIGNAL)** ONLY.

END OF PLANS

C. PROJECT-SPECIFIC CONDITIONS (cont.)

PERMITS - ATTACHMENT- A

The CONTRACTOR will be required to adhere with all regulatory requirements contained in each permit.

1. Southwest Florida Water Management District
   a. Project Evaluation – Project Exempt
      ERP Exemption
      File Number: 895751
      Date: October 16, 2024

2. Pasco County Right-of-Way Use Permit – The CONTRACTOR is required to submit a Right-of-Way Use Permit per Pasco County Land Development Code (LDC) 406.5. Payment will be made under **Bid Item No. 101-1.**

3. Other Agencies That May Charge Permit Fees or Other Charges to CONTRACTOR (if any):
   - Florida Fish and Wildlife Conservation Commission (FWC)
     - Gopher Tortoise Survey and Permit (if needed/when required)

   - Florida Department of Environmental Protection (FDEP)
     - National Pollutant Discharge Elimination System (NPDES) FDEP Permit

C. PROJECT-SPECIFIC CONDITIONS (cont.)

REPORTS - ATTACHMENT- B

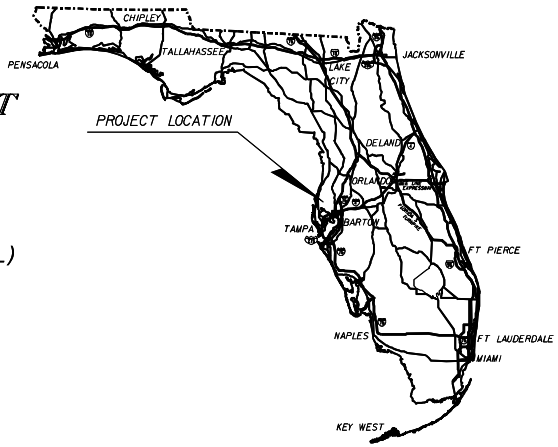
The CONTRACTOR will be required to adhere to the requirements listed in each report, UWS, or testing procedure.

1. Utility Work Schedules or No Conflict
   Spectrum – Date: 05/03/2024 – No Conflict
   TECO Peoples Gas – Date: 11/06/2024 – No Conflict
   Pasco County Traffic – Date: 11/07/2024 – No Conflict
   Pasco County Utilities – Date: 03/10/2025 – No Conflict
   Frontier Communications – Date: 03/28/2025 – Utility Work Schedule
   MCI – Date: 03/18/2025 – No Conflict
   Duke Energy – Date: 04/23/2025 - Utility Work Schedule

2. Geotechnical Engineering Services Report
   Prepared By: Tierra
   Dated: October 22, 2024

PASCO COUNTY
TRANSPORTATION ENGINEERING DEPARTMENT
CONTRACT PLANS

COLLIER PARKWAY
(PLANTATION PALMS BLVD. & COLLIER PKWY. TRAFFIC SIGNAL)



PREPARED FOR:

PASCO COUNTY TRANSPORTATION ENGINEERING DEPARTMENT
5418 SUNSET ROAD
NEW PORT RICHEY, FLORIDA 34652

SIGNAL PLANS & INTERCONNECT PLANS

TASK ORDER NO. EDO24-009
WORK ORDER NO. SIG004119

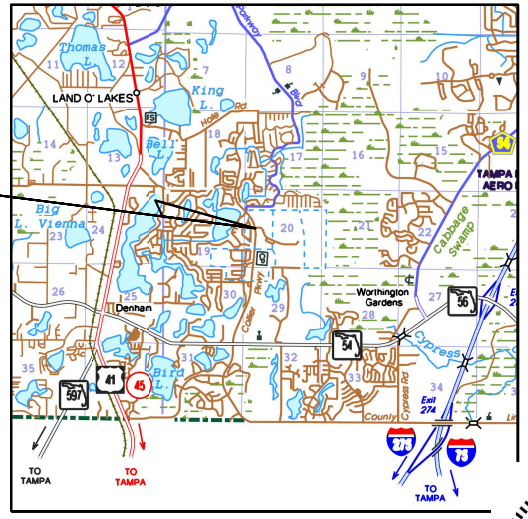
COMPONENTS OF CONTRACT PLAN SET

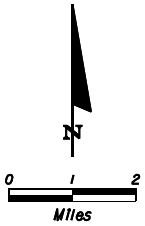
SIGNAL PLANS
INTERCONNECT PLANS

INDEX OF SIGNAL PLANS

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
T-2	SIGNALIZATION GENERAL NOTES
T-3	TABULATION OF QUANTITIES
T-4	SIGNING & MARKING PLAN
T-5	SIGNALIZATION PLAN
T-6	GUIDE SIGN WORKSHEET
T-7	STRAIN POLE SCHEDULE
T-8	TABLE OF VARIABLES
T-9	STRAIN POLE DETAILS
T-10	REPORT OF CORE BORINGS
I-1 - 1-12	INTERCONNECT DETAILS
M-1	MAINTENANCE OF TRAFFIC DETAILS

PROJECT LOCATION





PASCO COUNTY COMMISSIONERS

DISTRICT 1	RONALD OAKLEY - CHAIR
DISTRICT 2	SETH WEIGHTMAN
DISTRICT 3	KATHRYN STARKEY - VICE CHAIR
DISTRICT 4	LISA YEAGER
DISTRICT 5	JACK MARIANO

COUNTY ADMINISTRATOR MIKE CARBALLA, P.E.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

PREPARED BY:

COASTAL DESIGN CONSULTANTS
COASTAL DESIGN CONSULTANTS, INC.
7026 LITTLE ROAD
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 849-8010
FAX: (727) 849-8020
ENGINEERING BUSINESS NO. 00009572

ENGINEER OF RECORD: Hunter P Brown

Digitally signed by Hunter P Brown
Date: 2025.07.16 11:15:38 -04'00'

HUNTER P. BROWN, P.E.
P.E. No. 74664

This item has been digitally signed and sealed by Hunter P. Brown, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

HUNTER P. BROWN LICENSE No 74664 STATE OF FLORIDA PROFESSIONAL ENGINEER

100% PLANS
NOVEMBER 4, 2024

PASCO COUNTY PROJECT MANAGER: WILL POON, P.E.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

FISCAL YEAR	SHEET NO.
2024	1

$DATE$ $TIME$ $FILE$

PAY ITEM FOOTNOTES:

630-2-AB:
INCLUDES DIRECTIONAL BORE FOR MULTIPLE RUNS IN ONE TRENCH. LINEAR FOOTAGE SHOWN ON PLANS ARE FOR LENGTH OF TRENCH. ALL CONDUIT RUNS SHOWN ON THE PLANS ARE SCHEMATIC AND FIELD ADJUSTMENTS MAY BE NECESSARY. WITH THE EXCEPTION OF ELECTRICAL POWER SERVICE DUCTS, JACK AND BORE SLEEVES, AND DIRECTIONAL BORE CONDUITS, ALL UNDERGROUND AND UNDER PAVEMENT CONDUITS SHALL BE SCHEDULE 40 PVC WITH A MINIMUM SIZE OF TWO INCHES UNLESS OTHERWISE SPECIFIED IN THE PLANS. CONDUITS INSTALLED WITH THE DIRECTIONAL BORE METHOD SHALL BE HDPE WITH A MINIMUM SIZE OF 2 INCHES.

632-7-1:
EACH PHASE/MOVEMENT SHALL BE WIRED FROM THE SIGNAL DISPLAY TO THE CONTROLLER AS A SEPARATE PHASE/MOVEMENT. THIS INCLUDES THE LEFT TURN MOVEMENT WHICH SHALL HAVE CONDUCTORS AVAILABLE FOR EITHER PROTECTED OR PERMISSIVE MOVEMENTS. THE CONTRACTOR SHALL VERIFY COLOR CODES FOR SIGNAL CABLE AND INTERCONNECT CABLE WITH THE PASCO COUNTY SIGNAL SHOP BEFORE ORDERING AND WIRE THE SIGNAL IN ACCORDANCE WITH THAT COLOR CODE AND F.D.O.T. SPECIFICATIONS. THERE SHALL BE ONE NEUTRAL PER APPROACH.

639-2-1
THE PAYMENT OF THIS ITEM SHALL BE BASED ON THE LINEAR FOOT OF A SINGLE CONDUCTOR.

646-1-11:
ALUMINUM PEDESTALS SHALL BE MOUNTED ON TRANSFORMER BASE.

649-3A-BCC:
AT LOCATIONS WHERE UNDERGROUND UTILITIES ARE IN CLOSE PROXIMITY TO THE SIGNAL POLE FOUNDATION, AS DETERMINED BY THE ENGINEER, THE CONTRACTOR SHALL HAND DIG THE FIRST FOUR FEET OF THE HOLE FOR THE POLE FOUNDATION. THE CONTRACTOR SHALL CONFIRM THE ABSENCE OF UTILITY CONFLICTS AT EACH POLE LOCATION PRIOR TO ORDERING POLES. ANY POTENTIAL CONFLICTS SHALL BE REPORTED TO THE PROJECT ENGINEER PRIOR TO ORDERING POLES.

653-1-11
PEDESTRIAN SIGNALS SHALL BE COUNTDOWN WITH OVERLAY/FILLED/FILLED HAND AND PEDESTRIAN SYMBOLS, AND SHALL BE FDOT APPROVED PRODUCT.

663-1-110
EMERGENCY PRE-EMPTION VEHICAL DETECTION UNIT ITEM SHALL INCLUDE DETECTORS AND ALL OTHER COMPONENTS, HARDWARE, INTERFERENCE PANELS, WIRING, ETC. TO PROVIDE A FULLY FUNCTIONAL SYSTEM AND SHALL BE COMPATIBLE WITH THE PASCO COUNTY SYSTEM. THE CONTRACTOR SHALL COORDINATE WITH THE MAINTAINING AGENCY FOR UNIT ACCEPTANCE AND SHALL BE LISTED IN THE FDOT APPROVED PRODUCT LIST.

665-1-11:
SHALL INCLUDE ADDITIONAL COST OF LABOR AND MATERIALS REQUIRED FOR INSTALLATION OF PEDESTRIAN SIGNAL SIGN FTP-688-06.

670-5-ABC:
THE CONTROLLER AND CABINET ASSEMBLY SHALL BE PER NOTE 3 UNDER "TRAFFIC SIGNAL CONTROLLER SPECIFICATIONS".

670-5-ABC:
THE CONTRACTOR SHALL NOTIFY THE PASCO COUNTY SIGNAL SHOP AT LEAST 48 HOURS IN ADVANCE OFRUNNING ON A NEW OR MODIFIED CONTROLLER CABINET ASSEMBLY. CABINET DOOR SHOULD OPEN AWAY FROM TRAFFIC. THE TECHNICIAN SERVICE SLAB SHALL BE A MAXIMUM OF 4" BELOW THE TOP OF THE CONCRETE PAD. THE CONTROLLER SHALL BE HOUSED IN A TYPE "V" CABINET. THE CABINET SHALL INCLUDE AN EIGHT PHASE BACKPLATE WITH A MINIMUM OF 16 POSITIONS ON THE LOAD BAY AND SHALL INCLUDE ADDITIONAL COST OF LABOR, CONCRETE, AND OTHER MATERIALS FOR CONTROLLER BASE, PAD, AND STEPS, AS ONE UNIT.

682-1-40:
INCLUDES POLE, MOUNTING HARDWARE, CABLING, CAMERA, AND POWER SUPPLY.

685-1-13
THE UNINTERRUPTED POWER SUPPLY UNIT (UPS) SHALL BE HOUSED IN A SEPERATE ENCLOSED CABINET OR IN A TRAFFIC SIGNAL CABINET WHICH IS DESIGNED TO HOUSE THE UPS ASSEMBLY IN ADDITION TO THE TRAFFIC SIGNAL CONTROL EQUIPMENT. IF A SEPERATE CABINET IS REQUIRED, THIS PAY ITEM SHALL INCLUDE THE CABINET TO HOUSE THE UPS ASSEMBLY. THE TRAFFIC SIGNAL CABINET CONCRETE BASE SHALL BE LARGE ENOUGH TO SUPPORT THE TRAFFIC SIGNAL CABINET AND THE UPS CABINET. PAYMENT FOR ADDITIONAL CONCRETE BASE, INCLUDING LABOR AND MATERIALS, SHALL BE INCLUDED IN THE TRAFFIC CONTROLLER ASSEMBLY PAY ITEM NUMBER. THE CONTRACTOR SHALL COORDINATE WITH THE PASCO COUNTY SIGNAL SHOP FOR SPECIFICATIONS. THE UPS UNIT SHALL BE OF THE SAME MAKE AND MODEL AS IS CURRENTLY BEING USED BY THE MAINTAINING AGENCY.

700-5-22
SHALL BE L.E.D. EDGE LIT AND SHALL BE LISTED IN THE FDOT APPROVED PRODUCTS LIST. SHOP DRAWINGS FOR INTERNALLY ILLUMINATED STREET NAME SIGNS MUST BE SUBMITTED TO THE PASCO COUNTY TRAFFIC OPERATIONS DIVISION FOR APPROVAL PRIOR TO ORDERING. CONNECT INTERNALLY ILLUMINATED STREET NAME SIGNS TO DEDICATED 15 AMP CIRCUIT BREAKER LOCATED INSIDE THE CONTROLLER CABINET.
SHALL INCLUDE PROPERLY DESIGNED AND SIZED ADJUSTABLE HANGERS, BRACKETS, CLAMPS, AND ALL MISCELLANEOUS HARDWARE NECESSARY TO INSTALL THE SIGNS AS SHOWN IN THE PLANS.

GENERAL NOTES:

1. THE SIGNAL INSTALLATION SHALL BE IN ACCORDANCE WITH THE LATEST VERSIONS OF THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS", FDOT "MINIMUM SPECIFICATIONS FOR FOR TRAFFIC CONTROL SIGNALS AND DEVICES", AND "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" EXCEPT AS SPECIFIED HEREIN.

2. THE LOCATIONS OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. PRIOR TO DIGGING, THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY THE "SUNSHINE STATE ONE CALL" NOTIFICATION CENTER NOT LESS THAN 48 HOURS, NOR MORE THAN FIVE DAYS IN ADVANCE OF ANY OF THE CONTRACTOR'S WORK ACTIVITY WHICH MAY IMPACT ANY UTILITY FACILITY. CALL "SUNSHINE STATE ONE CALL" AT (800) 432-4770. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY FOR HAVING UNDERGROUND CABLE AND UTILITIES LOCATED AND IDENTIFIED BY PROPER AUTHORITIES AT CONSTRUCTION SITES.

3. ONE WEEK PRIOR TO THE TRAFFIC SIGNAL INSTALLATION, THE CONTRACTOR SHALL CONTACT:

A) MR. VENKAT VATTIKUTI, TRAFFIC OPERATIONS MANAGER
PASCO COUNTY TRAFFIC OPERATIONS DIVISION
7536 LITTLE ROAD
NEW PORT RICHEY, FLORIDA 34654
PHONE: (727) 847-8139

4. PRIOR TO ALL TRAFFIC SIGNAL CHANGES (I.E., MAINTENANCE OF TRAFFIC CHANGES, NEW SIGNAL INSTALLATIONS, DIFFERENT PAVEMENT CONFIGURATIONS, ETC.), CONTACT VENKAT VATTIKUTI AT (727)847-8139 FOR IMPLEMENTATION OF APPROPRIATE SIGNAL TIMINGS.

5. THE CONTRACTOR SHALL CONTACT THE LOCAL POWER COMPANY FOR THEIR ASSISTANCE IN PERFORMING ALL NECESSARY WORK UNDER POWER LINES. SUCH WORK SHALL INCLUDE, BUT NOT BE LIMITED TO THE INSTALLATION OF SPAN WIRE, SIGNAL CABLE, FIBERGLASS INSULATORS, AND/OR SIGNAL POLES.

6. THE CONTRACTOR SHALL SUBMIT THE AS-BUILT PLANS TO THE ENGINEER FOR APPROVAL PRIOR TO 48 HOUR TEST. UPON 48 HOUR TEST, THE ENGINEER SHALL PROVIDE AT LEAST ONE COPY OF THE FINAL AS-BUILT PLANS TO PASCO COUNTY.

7. THE SIGNAL SHALL FLASH FOR A MINIMUM OF 48 HOURS BEFORE PLACING INTO FULL OPERATION. FLASHING OPERATION SHALL START ON A MONDAY, TUESDAY OR WEDNESDAY. HOWEVER, THE FLASHING OPERATION SHALL NOT START ON THE DAY PRECEDING A HOLIDAY.

8. THE SIGNAL SHALL BE PLACED IN FULL OPERATION ON A MONDAY, TUESDAY OR WEDNESDAY, BUT SHALL NOT BE PLACED IN FULL OPERATION ON THE DAY PRECEDING A HOLIDAY.

9. DURING TRAFFIC SIGNAL FLASHING OPERATION, THE RED ARROW INDICATION OF ALL 3-SECTION LEFT-TURN HEADS SHALL BE THE FLASHING INDICATION DISPLAYED.

10. SIGNAL TO BE MAINTAINED BY PASCO COUNTY.

PASCO COUNTY TRAFFIC OPERATIONS DIVISION
TRAFFIC SIGNAL CONTROLLER SPECIFICATIONS AND STANDARD PLAN NOTES
MAST ARM WITH VIDEO DETECTION
REV. 7, MARCH 23, 2012

1) A MANDATORY PRE-SIGNALIZATION MEETING SHALL BE HELD PRIOR TO START OF THE PROJECT. ALL MATERIAL SUBMITTALS SHALL BE PROVIDED AT THE MEETING.

2) ALL CONTROLLER AND CABINET ASSEMBLIES SHALL BE IN ACCORDANCE WITH PASCO COUNTY SPECIFICATIONS 04-001 AND 04-002.

   1. ALL CABINET ASSEMBLIES SHALL BE NEMA TS2 TYPE 1 UNLESS OTHERWISE SPECIFIED.

   2. SCATS ADAPTIVE SYSTEM REQUIRES 2070 OR 2070N CONTROLLERS WITH PROPER SOFTWARE. THE COST OF ANY SCATS SOFTWARE FOR THE CONTROLLER AND THE COST OF THE 2070 CONTROLLER PERSONALITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

   3. FOR ALL ISOLATED AND OTHER CLOSED LOOP APPLICATIONS, THE CONTROLLER SHALL BE NEMA CONTROLLER WITH "ABC" CONNECTORS AND BUSS COMMUNICATIONS AND BE COMPATIBLE WITH THE EXISTING SYSTEM SOFTWARE.

   4. FOR CLOSED LOOP SYSTEMS, VERIFY CONTROLLER AND COMMUNICATIONS TYPE WITH PASCO COUNTY. IF SPREAD SPECTRUM RADIO IS REQUIRED, IT SHALL BE SUPPLIED WITH RADIO, ANTENNA, COAX CABLE, CONNECTORS AND POLYPHASER.

3) PRIOR TO ORDERING THE CONTROLLER AND CABINET ASSEMBLIES, VERIFY THE TYPE SYSTEM THAT IT WILL BE USED IN. ALL CONTROLLER AND CABINET ASSEMBLIES SHALL BE FULLY COMPATIBLE WITH THE APPROPRIATE CLOSED LOOP OR SCATS SYSTEM. VERIFY THE TYPE OF COMMUNATIONS TO BE USED, RADIO, FIBER OR TWISTED PAIR.

4) ALL SIGNAL POLE FOUNDATIONS SHALL HAVE A MINIMUM OF TWO 2" AND ONE 1" PVC CONDUITS. UNUSED CONDUITS SHALL BE RUN TO THE NEAREST SIGNAL PULL BOX OR SIGNAL CABINET, WHICHEVER IS CLOSEST.

5) ALL TRAFFIC SIGNAL FIXTURES SHALL BE WIRED PER THE INTERSECTION WIRING DIAGRAM PROVIDED BY PASCO COUNTY TRAFFIC OPERATIONS. CABLE SIZE SHALL BE AS CALLED FOR IN THE WIRING DIAGRAM. ALL WIRING SHALL BE CONCEALED WITHIN THE ARM, MOUNTING BRACKET AND FUTURE; NO EXPOSED WIRING SHALL BE PERMITTED.

6) ALL SPARE CONDUCTORS IN TRAFFIC SIGNAL FIXTURES SHALL BE CONNECTED TO AC IN THE FIXTURE. ALL SPARE CONDUCTORS IN THE CABINET SHALL BE CONNECTED TO THE GROUND BUSS BAR.

7) ALL BACK PLATES SHALL HAVE A THREE-INCH YELLOW REFLECTIVE BORDER PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

8) ALL FIELD WIRES IN CABINET SHALL BE IDENTIFIED WITH PANDUIT #PLM1M-C MARKER TIES; OR EQUIVALENT.

9) ALL CONTROLLER AND CABINET BASES SHALL HAVE ONE 4-INCH CONDUIT FOR FUTURE FIBER OPTICS COMMUNICATIONS. IT SHALL BE STUBBED OUT TO A FIBER OPTICS PULL BOX.

10) ALL GROUND ROD CONNECTIONS SHALL BE MADE USING EXOTHERMIC WELD GROUND CONNECTORS.

11) ALL UNUSED REDS SHALL BE HARD WIRED TO 120V AC, UNLESS A FLORIDA DEPARTMENT OF TRANSPORTATION APPROVED PLUG-IN JUMPER IS USED.

CENTERLINE GEOMETRY:

Chain CL contains:
102 CUR CL1

Beginning chain CL description
==========

Point 102 N 1,405,944.86 E 516,420.56 Sta 10+00.00

Course from 102 to PC CL1 N 5° 09' 59.28" E Dist 1,798.58

Curve Data

Curve CL1
P.I. Station 39+93.92 N 1,408,926.61 E 516,690.16
Delta = 53° 31' 10.12" (LT)
Tangent = 1,195.34
Length = 2,214.26
Radius = 2,370.50
External = 284.33
Long Chord = 2,134.64
Mid. Ord. = 253.87
P.C. Station 27+98.58 N 1,407,736.13 E 516,582.52
P.T. Station 50+12.85 N 1,409,720.96 E 515,796.94
C.C. N 1,407,949.59 E 514,221.65
Back = N 5° 09' 59.28" E
Ahead = N 48° 21' 10.84" W
Chord Bear = N 21° 35' 35.78" W

==========
Ending chain CL description

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

SIGNALIZATION GENERAL NOTES

SHEET NO. T-2

$USERS $DATES $TIMES $FILES

TABULATION OF QUANTITIES

BID ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS T-5 ORIG.	T-5 FINAL	ORIG.	FINAL	ORIG.	FINAL	TOTAL THIS SHEET ORIG.	TOTAL THIS SHEET FINAL	GRAND TOTAL ORIG.	GRAND TOTAL FINAL
104-10-3	SEDIMENT BARRIER (SILT FENCE)	LF	3,430						3,430		3,430	
104-18	INLET PROTECTION SYSTEM	EA	4						4		4	
110-1-1	CLEARING & GRUBBING	LS	1						1		1	
327-70-6	ASPHALT MILLING, 1.5" AVG DEPTH	SY	2,050						2,050		2,050	
334-1-53	SUPERPAVE ASPH CONC, TRAFFIC C, (SP-12.5) PG 76-22, PMA (1.5") (ROADWAY)	TN	170						170		170	
570-1-2	PERFORMANCE TUF (SOD) (BAHIA)	SY	3,750						3,750		3,750	
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	152						152		152	
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	690						690		690	
632-7-1	CABLE, SIGNAL	PI	1						1		1	
634-4-153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	1						1		1	
634-5-1	FIBERGLASS INSULATOR, FURNISH & INSTALL	EA	1						1		1	
635-2-11	PULL AND SPLICE BOXES (PULL BOX)	EA	13						13		13	
639-1-121	ELECTRICAL POWER SERVICE (UNDERGROUND)	AS	1						1		1	
639-2-1	ELECTRICAL SERVICE WIRE	LF	60						60		60	
641-2-12	CONCRETE POLE, F&I, TYPE PII SERVICE POLE	EA	1						1		1	
646-1-11	ALUMINUM SIGNAL POLE (F&I PEDESTAL)	EA	4						4		4	
649-1-15	STEEL STRAIN POLE, F&I, TYPE PS-VIII	EA	2						2		2	
650-1-34	VEHICULAR TRAFFIC SIGNAL (F&I) (POLYCARBONATE) (3-SECT., 1-WAY) (12" LED)	AS	7						7		7	
650-1-39	VEHICULAR TRAFFIC SIGNAL (F&I) (POLYCARBINATE) (5-SECT., 1-WAY) (12" LED)	AS	3						3		3	
653-1-11	PEDESTRIAN SIGNAL (LED) (1-SECT., 1-WAY) (COUNTDOWN)	AS	2						2		2	
653-1-12	PEDESTRIAN SIGNAL (LED) (1-SECT., 2-WAY) (COUNTDOWN)	AS	2						2		2	
660-4-11	VEHICLE DETECTION SYSTEM, VIDEO, F&I, CABINET EQUIPMENT	EA	1						1		1	
660-4-12	VEHICLE DETECTION SYSTEM, VIDEO, F&I, ABOVE GROUND EQUIPMENT	EA	1						1		1	
663-1-11	SIGNAL PRIORITY PRE-EMPTION, F&I, OPTICAL, CABINET ELECTRONICS	EA	1						1		1	
663-1-12	SIGNAL PRIORITY PRE-EMPTION, F&I, OPTICAL, DETECTOR	EA	4						4		4	
665-1-11	DETECTOR, PEDESTRIAN (POLE MOUNT)	EA	6						6		6	
670-5-110	TRAFFIC CONTROLLER ASSEMBLY (F&I) NEMA	EA	1						1		1	
682-1-113	ITS CCTV CAMERA, F&I, DOME ENCLOSURE - PRESSURIZED, IP, ANALOG- STANDARD DEFINITION	EA	1						1		1	
685-106	SYSTEM AUXILIARIES INTERFACE PANEL	EA	1						1		1	
685-1-13	UNINTERRUPTIBLE POWER SUPPLY, F&I, LINE INTERACTIVE WITH CABINET	EA	1						1		1	
700-1-60	SINGLE POST SIGN, REMOVE	AS	2						2		2	
700-5-22	INTERNALLY ILLUMINATED SIGN (EDGE LIT "LED")	EA	4						4		4	
711-14-123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CORSSWALK AND ROUNDABOUT	LF	180						180		180	
711-14-125	THERMOOPLASTIC, PERFORMED, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	235						235		235	
711-15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	0.13						0.13		0.13	
711-15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES YELLOW, SOLID, 6"	GM	0.03						0.03		0.03	
715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8-6	LF	630						630		630	
715-5-31	LUMINAIRE & BRACKET ARM, ALUMINUM, F&I, NEW LUMINAIRE AND ARM ON NEW / EXISTING POLE	EA	4						4		4	
715-5-51	LUMINAIRE & BRACKET ARM, REMOVE LUMINAIRE AND ARM; POLE REMAINS	EA	1						1		1	
715-7-11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	1						1		1	
715-500-1	POLE CABLE DISTRIBUTION SYSTEM, F&I, COVENTIONAL	EA	2						2		2	
R10-3E	CROSSWALK CROSSING PLAQUE	EA	6						6		6	

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
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Hunter P. Brown, P.E. No. 74664

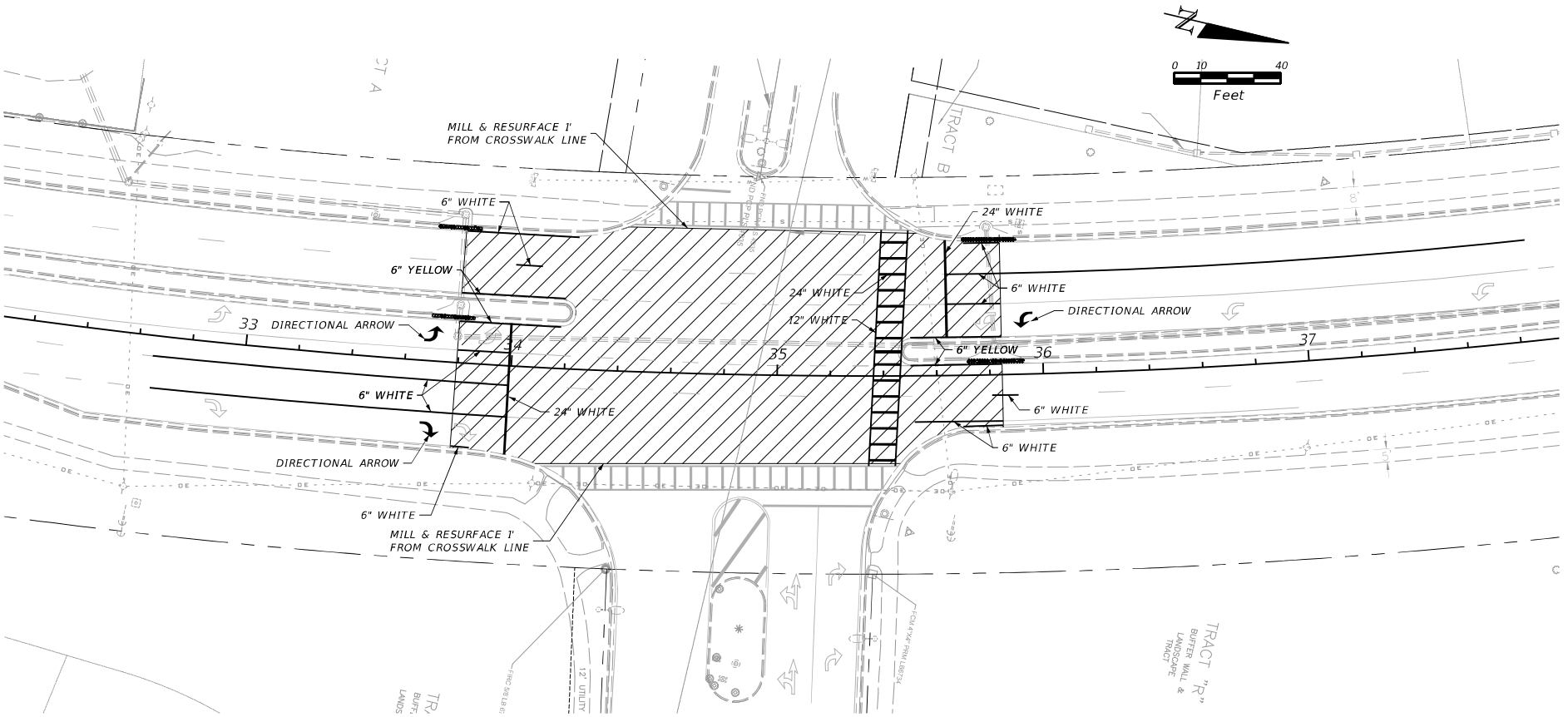
PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

$USERS $DATES $TIMES $FILES

SIGNALIZATION
TABULATION OF QUANTITIES

SHEET NO. T-3



PASCO COUNTY SIGNING & MARKING NOTES:

1. ALL SIGNING AND MARKING MATERIALS SHALL BE CERTIFIED BY THE FDOT FOR USE IN THE STATE OF FLORIDA. PROOF OF CERTIFICATION IS REQUIRED FOR ALL TRAFFIC CONTROL DEVICES USING THE PASCO COUNTY TRAFFIC CONTROL DEVICES SUBMITTAL FORM. FORM IS AVAILABLE ON THE COUNTY WEB PAGE.
2. ALL POST SYSTEMS, MOUNTING BRACKETS, AND HARDWARE SHALL BE OF A TYPE CURRENTLY IN USE BY THE PASCO COUNTY PUBLIC WORKS DEPT. ALTERNATIVE SYSTEMS, ETC., SHALL ONLY BE USED IF APPROVED BY THE COUNTY ENGINEER.
3. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC OR PREFORMED THERMOPLASTIC IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTAION STANDARDS.
4. ALL SIGNS SHALL BE DATE CODED WITH A REFLECTIVE LABEL AFFIXED TO THE BACK OF THE SIGN. IT WILL BE PUNCHED TO SHOW MONTH, DAY, AND YEAR OF INSTALLATION.

MILLING

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1.5")

RESURFACING

FRICTION COURSE FC-12.5 (1.5") (PG 76-22)

LIMITS OF MILLING & RESURFACING

STA. 33+79.50 TO 35+84.50

LEGEND:

- INLET PROTECTION PER FDOT EROSION CONTROL MANUAL
- LIMITS OF MILL & RESURFACE

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY ENGINEERING SERVICES

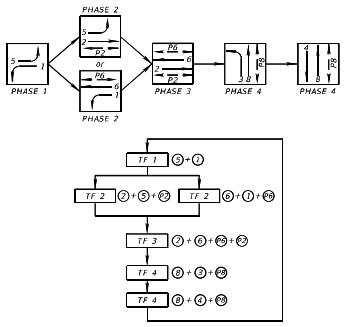
ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

SIGNING & MARKING PLAN

SHEET NO. T-4

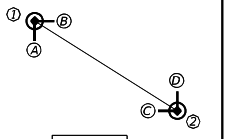
$USERS $DATES $TIMES $FILES

SPECIAL SIGNAL OPERATING PLAN



CONTROLLER OPERATIONS:
- MAJOR STREET IS COLLIER PARKWAY.
- MINOR STREET IS PLANTATION PALMS BOULEVARD/CROWN POINTE.
- THE CONTROLER SHALL BE WIRED FOR SOP NO. 10, BUT SHALL INITIALLY OPERATE WITH SEPECIAL SOP.
- REFER TO GENERAL NOTES SHEET FOR CONTROLLER REQUIREMENTS.

STREET NAME SIGN DETAILS



700-5-22 4 EA

REFER TO SHEET T-6 FOR DETAILS

LIGHTNING & MOUNTIING

LUMINAIRE	TYPE	HEIGHT	BRACKET ARM LENGTH
1,2,3,4	ERL2-1-25-C5-40	35'	10'

NOTE:
660-4-12
VIDEO DETECTION CAMERA TO BE MOUNTED AT A MINIMUM HEIGHT OF 30'. IF POLE IS TOO SHORT, INSTALL A POLE EXTENDER.

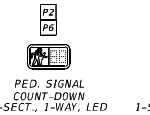
PREEMPTION PLAN #1
FROM NORMAL OPERATION → TO NORMAL OPERATION
DWELL PHASES: 2&5

PREEMPTION PLAN #2
FROM NORMAL OPERATION → TO NORMAL OPERATION
DWELL PHASES: 1&6

PREEMPTION PLAN #3
FROM NORMAL OPERATION → TO NORMAL OPERATION
DWELL PHASE: 4

PREEMPTION PLAN #4
FROM NORMAL OPERATION → TO NORMAL OPERATION
DWELL PHASES: 3&8

PRE-EMPTION DIAGRAM

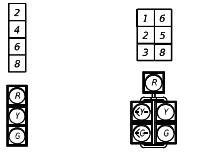


PED. SIGNAL COUNT-DOWN 1-SECT., 1-WAY, LED
653-1-11 2 EA

PED. SIGNAL COUNT-DOWN 1-SECT., 2-WAY, LED
653-1-12 2 EA



R10-3E 6 EA
TO BE PAID FOR UNDER PAY ITEMS 653-1-11 & 653-1-12



3-SECT., 1-WAY 7 AS
650-1-34

5-SECT., 1-WAY 3 AS
650-1-39

ALL VEHICULAR TRAFFIC SIGNALS SHALL HAVE 2" FLEXIBLE BACKPLATES.

CONTROLLER TIMINGS

TIMING FUNCTION	1	2	3	4	5	6	7	8
MOVEMENT NUMBER	1	2	3	4	5	6	--	8
MOVEMENT	SBL	NB	WBL	EB	NBL	SB	--	WB
MINIMUM GREEN	5.0	20.0	5.0	10.0	5.0	20.0	--	10.0
MAXIMUM GREEN I	20.0	60.0	20.0	20.0	20.0	60.0	--	20.0
MAXIMUM GREEN II	--	--	--	--	--	--	--	--
YELLOW CLEARANCE	4.8	4.8	3.7	3.7	4.8	4.8	--	3.7
RED CLEARANCE	2.0	2.4	2.6	2.8	2.0	2.4	--	2.8
PEDESTRIAN WALK	--	7.0	--	7.0	--	7.0	--	7.0
PEDESTRIAN CLEARANCE	--	36.0	--	--	--	26.0	--	28.0
RECALL	NONE	MIN	NONE	NONE	NONE	MIN	--	NONE

SIGNAL TIMINGS ARE INITIAL AND MAY REQUIRE FIELD ADJUSTMENTS.

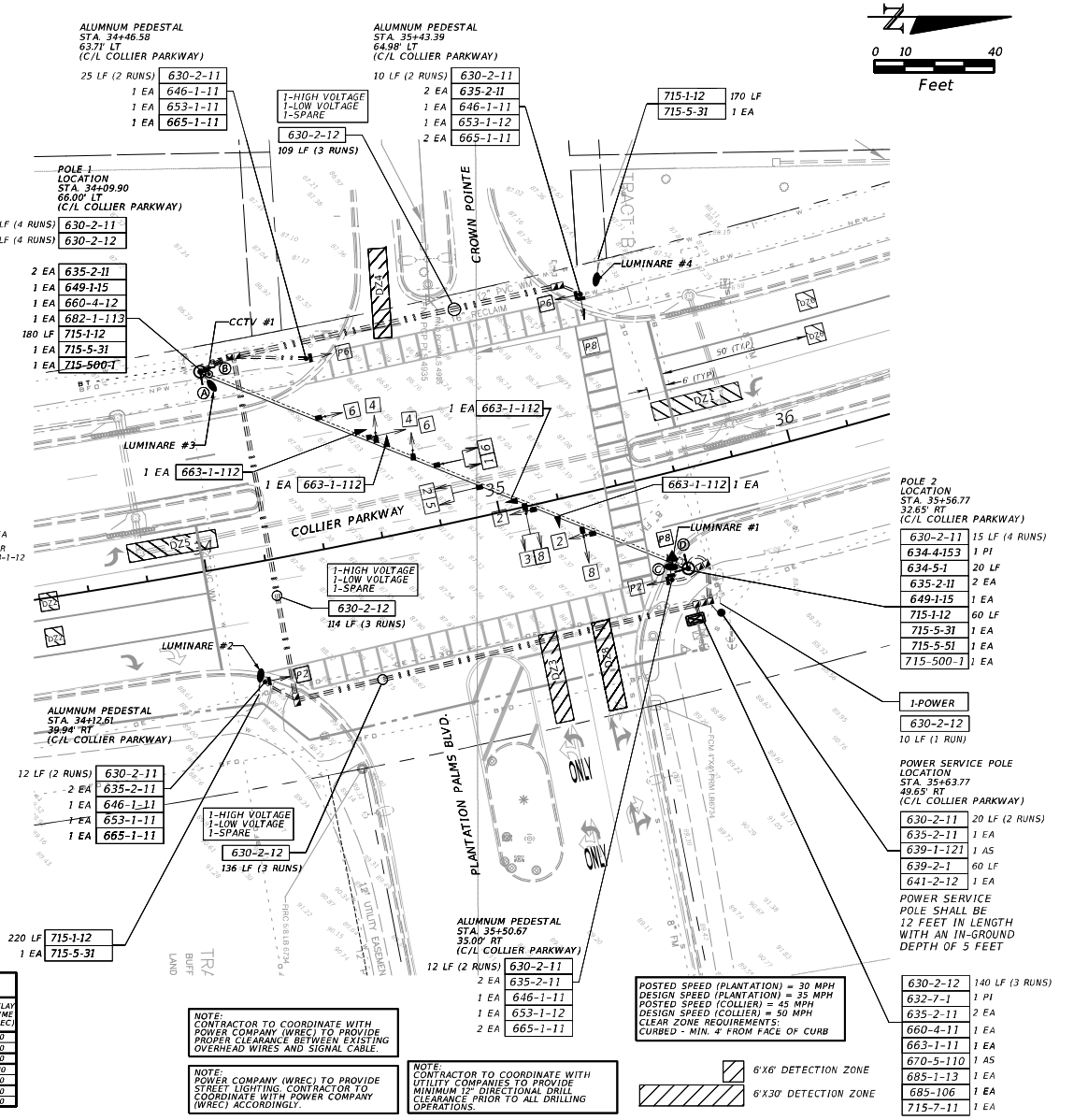
THE CONTRACTOR SHALL VERIFY WITH THE VEHICLE DETECTION SYSTEM MANUFACTURER THAT THE PROPOSED DEGREE OF ANGLE / VEHICLE DETECTION EQUIPMENT MOUNTING LOCATION IS ACCEPTABLE. IF NOT ACCEPTABLE, THE CONTRACTOR SHALL COORDINATE WITH THE VEHICLE DETECTION SYSTEM MANUFACTURER AND PASCO COUNTY FOR ACCEPTABLE MOUNTING ANGLES / LOCATIONS.

SPECIAL NOTES:
VIDEO CAMERA (VDI)
(DZ) DETECTION ZONE

UTILITY NOTE:
ALL PASCO COUNTY UTILITIES PIPELINES AND ASSETES SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION.

VIDEO VEHICLE DETECTION ASSIGNMENTS

CAMERA DETECTOR NUMBER	SIZE	DETECTION ZONE	TIMING FUNCTION CONNECTION	DELAY TIME (SEC)
VDI	6'x30'	DZ1	1	0
	6'x6'	DZ6	6	0
	6'x30'	DZ8	8	0
	6'x30'	DZ3	3	10
	6'x30'	DZ5	5	0
	6'x6'	DZ2	2	0
	6'x30'	DZ4	4	0



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

$USER$ $DATE$ $TIME$ $FILE$

SIGNAL PLAN

SHEET NO. T-5

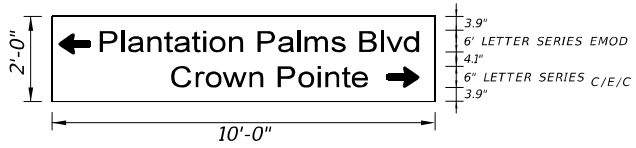
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SIGN NUMBER	A
QUANITY	1
WIDTH	120"
HEIGHT	24"
BORDER WIDTH	NONE
BORDER RADII	NONE
BACKGROUND COLOR	Green
LEGEND & BORDER COLOR	White
STATIONS(S)	N/A

SYMBOL(S)	X	Y	WID	HT
ARROW. 90°	3.55"	14.0"	9.0"	6.0"
ARROW. 270°	107.45"	4.0"	9.0"	6.0"

SIGN NUMBER	CLEARANCE EDGE OF LANE	COLUMN SIZE		AVERAGE LENGTH

2'-0" x 10'-0" INTERNALLY ILLUMINATED EDGE LIT "LED"



NOTE:
SHOP DRAWINGS FOR INTERNALLY ILLUMINATED SIGNS, INCLUDING SIGN LEGENDS, SHALL BE SUBMITTED TO PASCO COUNTY TRAFFIC OPERATIONS FOR APPROVAL PRIOR TO FABRICATION.

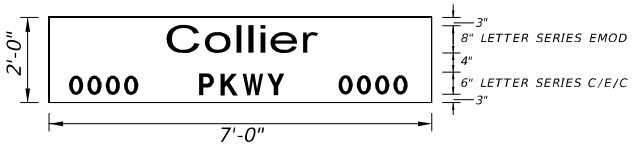
COPY		P	l	a	n	t	a	t	i	o	n		P	a	l	m	s		B	l	v	d	
SPACE	16.55	6.0	2.5	5.6	5.1	4.0	5.0	4.4	2.5	5.4	3.8	6.0	5.9	5.5	2.8	7.6	3.8	6.0	6.4	2.4	5.4	3.8	3.55
COPY		C	r	o	w	n		P	o	i	n	t	e										
SPACE	44.75	6.3	3.6	4.8	7.2	3.8	6.0	5.9	5.3	2.9	5.1	4.0	3.8	16.55									
COPY																							
SPACE																							
COPY																							
SPACE																							
COPY																							
SPACE																							
COPY																							
SPACE																							

SIGN NUMBER	B
QUANITY	1
WIDTH	84"
HEIGHT	24"
BORDER WIDTH	NONE
BORDER RADII	NONE
BACKGROUND COLOR	Green
LEGEND & BORDER COLOR	White
STATIONS(S)	N/A

SYMBOL(S)	X	Y	WID	HT

SIGN NUMBER	CLEARANCE EDGE OF LANE	COLUMN SIZE		AVERAGE LENGTH

2'-0" x 7'-0" INTERNALLY ILLUMINATED EDGE LIT "LED"



NOTE:
SHOP DRAWINGS FOR INTERNALLY ILLUMINATED SIGNS, INCLUDING SIGN LEGENDS, SHALL BE SUBMITTED TO PASCO COUNTY TRAFFIC OPERATIONS FOR APPROVAL PRIOR TO FABRICATION.

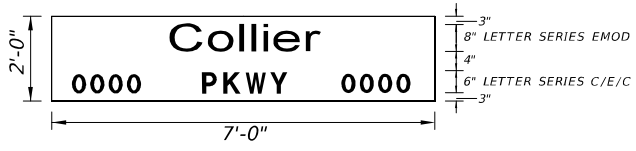
COPY		C	o	l	l	i	e	r														
SPACE	21.6	8.5	7.7	4.6	4.6	4.0	7.5	3.9	21.6													
COPY		0	0	0	0		P	K	W	Y		0	0	0	0							
SPACE	3.7	4.5	4.5	4.5	3.4	9.0	6.4	5.7	6.7	6.0	9.0	4.5	4.5	4.5	3.4	3.7						
COPY																						
SPACE																						
COPY																						
SPACE																						
COPY																						
SPACE																						
COPY																						
SPACE																						

SIGN NUMBER	C
QUANITY	1
WIDTH	84"
HEIGHT	24"
BORDER WIDTH	NONE
BORDER RADII	NONE
BACKGROUND COLOR	Green
LEGEND & BORDER COLOR	White
STATIONS(S)	N/A

SYMBOL(S)	X	Y	WID	HT

SIGN NUMBER	CLEARANCE EDGE OF LANE	COLUMN SIZE		AVERAGE LENGTH

2'-0" x 7'-0" INTERNALLY ILLUMINATED EDGE LIT "LED"



NOTE:
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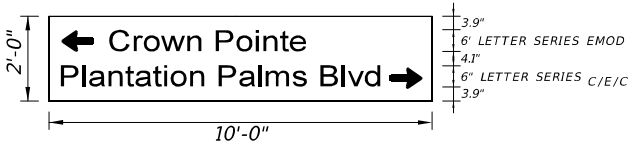
COPY		C	o	l	l	i	e	r														
SPACE	21.6	8.5	7.7	4.6	4.6	4.0	7.5	3.9	21.6													
COPY		0	0	0	0		P	K	W	Y		0	0	0	0							
SPACE	3.7	4.5	4.5	4.5	3.4	9.0	6.4	5.7	6.7	6.0	9.0	4.5	4.5	4.5	3.4	3.7						
COPY																						
SPACE																						
COPY																						
SPACE																						
COPY																						
SPACE																						
COPY																						
SPACE																						

SIGN NUMBER	D
QUANITY	1
WIDTH	108"
HEIGHT	24"
BORDER WIDTH	NONE
BORDER RADII	NONE
BACKGROUND COLOR	Green
LEGEND & BORDER COLOR	White
STATIONS(S)	N/A

SYMBOL(S)	X	Y	WID	HT
ARROW. 90°	3.55"	14.0"	9.0"	6.0"
ARROW. 270°	107.45"	4.0"	9.0"	6.0"

SIGN NUMBER	CLEARANCE EDGE OF LANE	COLUMN SIZE		AVERAGE LENGTH

2'-0" x 10'-0" INTERNALLY ILLUMINATED EDGE LIT "LED"



NOTE:
SHOP DRAWINGS FOR INTERNALLY ILLUMINATED SIGNS, INCLUDING SIGN LEGENDS, SHALL BE SUBMITTED TO PASCO COUNTY TRAFFIC OPERATIONS FOR APPROVAL PRIOR TO FABRICATION.

COPY		C	r	o	w	n		P	o	i	n	t	e									
SPACE	16.55	6.3	3.6	4.8	7.2	3.8	6.0	5.9	5.3	2.9	5.1	4.0	3.8	44.75								
COPY		P	l	a	n	t	a	t	i	o	n		P	a	l	m	s		B	l	v	d
SPACE	3.55	6.0	2.5	5.6	5.1	4.0	5.0	4.4	2.5	5.4	3.8	6.0	5.9	5.5	2.8	7.6	3.8	6.0	6.4	2.4	5.4	3.8	16.55
COPY																							
SPACE																							
COPY																							
SPACE																							
COPY																							
SPACE																							
COPY																							
SPACE																							

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

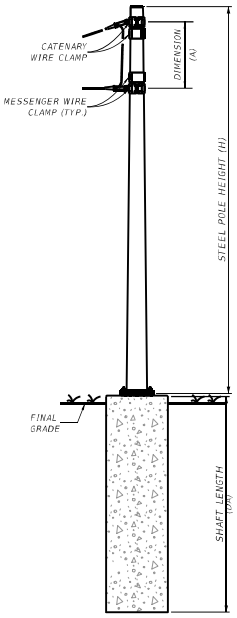
ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

GUIDESING WORKSHEET

SHEET NO. T-6

$USERS $DATES $TIMES $FILES

SHEET NO.	POLE	STRUCT. ID NO.	CRIT. ELEV. DIF.	CONCRETE OR STEEL	SPAN	SPAN LENGTH	BACK PLATES Y/N	SIGNAL DATA DISTANCE FROM POLE (FT)/NUMBER OF SECTIONS																		SIGN DATA DISTANCE FROM POLE(*)/HEIGHT & WIDTH (* Enter P if attached to pole)					
								DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	HT.	WIDTH	DIST.	HT.	WIDTH
T-4	1	1		STEEL	1	175'	Y	42'	3	60'	3	63'	3	76'	3	84'	5	100'	5	117'	5	120'	3	138'	3	142'	3	P	2'	10'	P	2'	7'
T-4	2	2		STEEL	2																					P	2'	7'	P	2'	10'



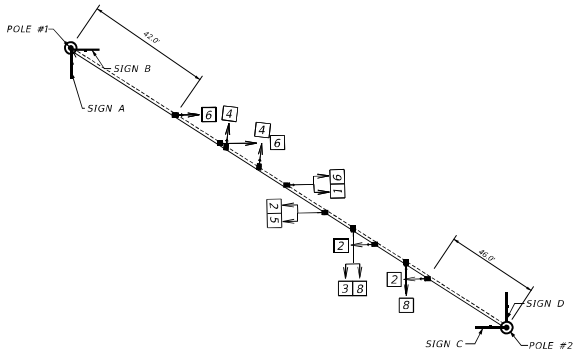
STEEL STRAIN POLE DIMENSIONS
TYPES PS-IV THROUGH PS-X

SCHEDULE NOTES:

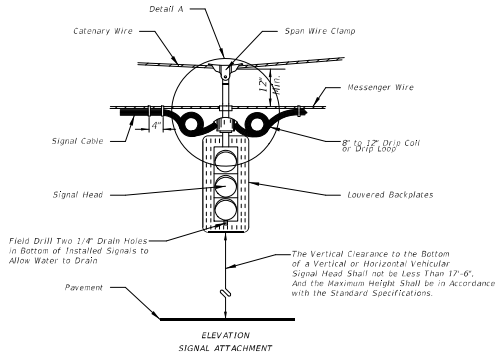
For Steel Strain Poles, work with Standard Plans 649-010.

Notes:

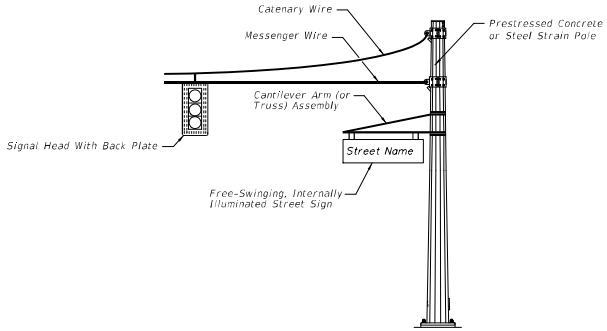
1. This drawing is representative of a Proprietary Pivotal Adjustable Hanger Assembly listed on the Department's Approved Products List (APL). For specific details and requirements see the vendor drawings on the APL. The proprietary pivotal adjustable hanger assembly shall be assembled in accordance with the manufacturer's detailed drawings, procedures and specifications.
2. With the approval of the resident engineer, the service head hole for joint use poles may be drilled by the utility company at an angle of 90° but not less than 45° to the face of the pole.
3. Lashing wire should normally be used for distances of 12' or greater.
4. The overlapped connection of adjustable hangers shall use a minimum of 2 bolts with a minimum spacing of 2" between bolts.
5. Meet all grounding requirements of Section 620 of the Standard Specifications.



SPAN WIRE (PROPOSED)



ELEVATION
SIGNAL ATTACHMENT



FREE SWINGING INTERNALLY ILLUMINATED STREET SIGN ASSEMBLY

NOTES:

1. Free-swinging, internally-illuminated street signs shall only be installed on the signal pole for span wire assemblies. For mast arm assemblies the street sign may be installed on the arm or pole.
2. Free-swinging, internally-illuminated street signs shall meet the requirements of Section 700 of the Standard Specifications for Road and Bridge Construction.
3. Pole attachments and cantilever arm (or truss) assemblies may be accepted by Contractor certification provided the signs being supported meet the weight and area limitations included in Section 700 for "Acceptance by Certification".
4. Pole attachments and cantilever arm (or truss) assemblies supporting signs not meeting the weight or area limitations included in Section 700 for "Acceptance by Certification" require the submittal of structural calculations and Shop Drawings that have been prepared by and sealed by the Specialty Engineer.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

STRAIN POLE SCHEDULE

SHEET NO. T-7

POLE AND FOUNDATION SCHEDULE

POLE NO.	POLE TYPE	FINISHED GROUND EL. AT POLE	TOP/DRILLED SHAFT EL.	PAVEMENT EL. UNDER CRITICAL HEAD	DIM. H (FT)	CATENARY WIRE DIA. (IN.)/GRADE	MESSENGER WIRE DIA. (IN.)/GRADE	FOUNDATION DESIGN ASSUMPTIONS	
								EFFECTIVE SOIL UNIT WT. (PCF)	ANGLE OF INTERNAL FRICTION (DEG.)
1	PS-VIII	87.50	88.00	87.17	33.32	0.5/UTILITY	0.5/UTILITY	50	30
2	PS-VIII	88.85	89.35	87.17	31.97				

NOTES

1. FOR ADDITIONAL DETAILS NOT SHOWN ON THIS SHEET, REFER TO DESIGN STANDARD PLAN 649-010.
2. DESIGN WIND SPEED: 140 MPH.
3. SHOP DRAWINGS FOR ALL POLES AND ATTACHMENTS SHALL BE SUBMITTED TO THE ENGINEER AND APPROVED PRIOR TO FABRICATION AND/OR CONSTRUCTION.
4. A PROPERLY SIZED SERVICE HEAD, (WEATHERHEAD) SHALL BE INSTALLED AND FASTENED SECURELY ONTO CONDUIT FOR EACH POLE LOCATION. AT LOCATIONS OTHER THAN SERVICE ENTRANCE, THE SERVICE HEAD FACE IS TO BE LEFT CLOSED TO OUTSIDE ATMOSPHERE. SERVICE ENTRANCE INSTALLATION PER INDEX 17723.
5. FOR GEOTECHNICAL INFORMATION, SEE REPORT OF CORE BORINGS.
6. LUMINAIRE AND ATTACHMENTS BY OTHERS. APPROVED SHOP DRAWINGS SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER ARE REQUIRED FOR LUMINAIRE DESIGN AND ATTACHMENT TO THE STRAIN POLES PRIOR TO THE START OF CONSTRUCTION.
7. THE CONTRACTOR SHALL PROVIDE, FOR APPROVAL BY THE ENGINEER, ALL FINISHED GRADE ELEVATIONS AT ALL POLE FOUNDATIONS PRIOR TO FURNISHING AND/OR INSTALLING ANY CATENARY AND/OR ANY MESSENGER CABLES. NO ADDITIONAL PAYMENT WILL BE MADE FOR WORK IN THIS NOTE.
8. THE CONTRACTOR SHALL PROVIDE, FOR APPROVAL BY THE ENGINEER, ALL FINISHED GRADE ELEVATIONS DIRECTLY UNDER ALL SIGNAL AND SIGN LOCATIONS ON ALL SPANS PRIOR TO FURNISHING AND/OR INSTALLING ANY CATENARY AND/OR ANY MESSENGER CABLES. NO ADDITIONAL PAYMENT WILL BE MADE FOR WORK IN THIS NOTE.
9. AT THE DIRECTION OF THE ENGINEER, THE CONTRACTOR SHALL REMOVE AND/OR MOVE AND/OR RELOCATE AND/OR FURNISH AND INSTALL NEW MATERIALS FOR CONNECTION OF ALL MESSENGER AND CATENARY WIRES TO ALL POLES AFTER APPROVAL OF PROVIDED FINISH GRADE ELEVATIONS IN THE ABOVE NOTE(S). NO ADDITIONAL PAYMENT WILL BE MADE FOR WORK IN THIS NOTE.
9. AT THE DIRECTION OF THE ENGINEER, THE CONTRACTOR SHALL REMOVE AND/OR MOVE AND/OR RELOCATE AND/OR FURNISH AND INSTALL AND/OR RE-INSTAL ALL SIGNAL HEADS, SIGNS AND AND ASSOCIATED MATERIALS TO MEET ANY CHANGED DESIGN AND/OR CONSTRUCTION REQUIREMENTS BY OTHERS. NO ADDITIONAL PAYMENT WILL BE MADE FOR WORK IN THIS NOTE.
10. CATENARY AND MESSENGER WIRE LOCATIONS FOR FUTURE SIGNAL LOCATIONS ARE BY OTHERS.
11. A DIMENSION OF 0.22 FT WAS ASSUMED IN DESIGN BETWEEN THE TOP OF FOUNDATION AND BOTTOM OF THE BASE PLATE NEAR THE BASE OF THE POLE.

DIMENSIONS TO AND FROM CATENARY AND MESSENGER WIRE CLAMPS

POLE NO.	SPAN NO.	DIM. A (FT)	DIM. B (FT)	DIM. C (FT)	DIM. D (FT)	DIM. E (FT)	DIM. F (FT)
1	1		2.00		8.88		22.67
2	1	2.00		8.88		21.32	

DIM. A, DIM. B, DIM. C, DIM. D, DIM. E, DIM. F, AND DIM. H, ARE SHOWN IN DETAILS ON THE FOLLOWING SHEET.

12. THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THOMAS E. SLAUGHTER, JR., PE ON THE DATE ADJACENT TO THE SEAL.
13. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ENGINEER OF RECORD:
T.E. SLAUGHTER JR, P.E. NO. 38833
MAP ENGINEERING CO.
550 N. REO STREET
TAMPA, FL. 33609
C.A. 6772

APPROVED BY:_____ DATE:_____
MAP ENGINEERING CO.
T.E. SLAUGHTER JR, P.E. NO. 38833

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

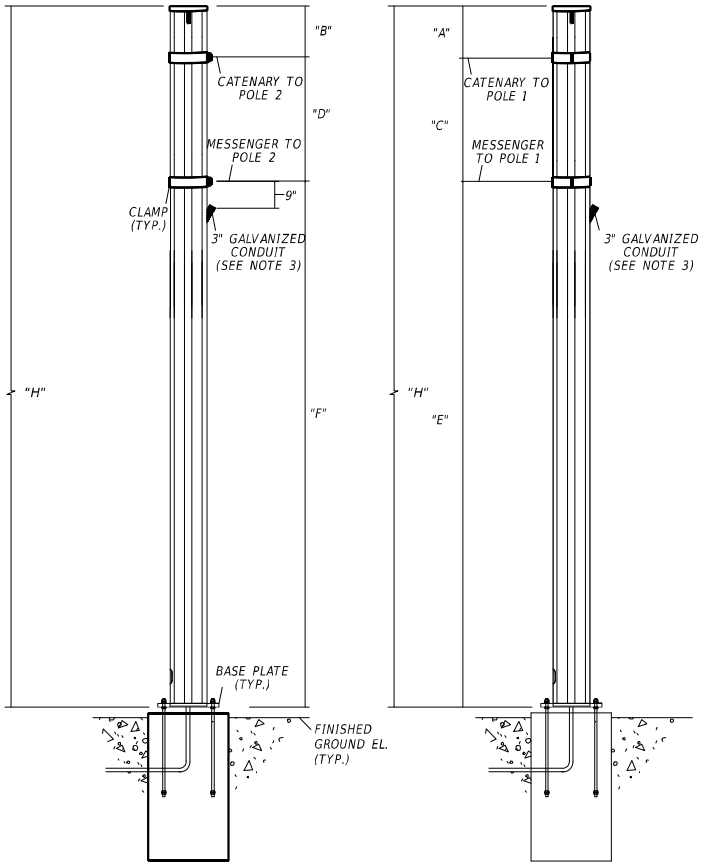
PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

$USERS $DATES $TIMES $FILES

TABLE OF VARIABLES

SHEET NO. T-8



STEEL POLE 1 ELEVATION N.T.S. (TYP.)

STEEL POLE 2 ELEVATION

USE WITH FDOT STANDARD PLAN INDEX 649-010 (TYP.)

NOTES:

1. DIM. A, DIM. B, DIM. C, DIM. D, DIM. E, DIM. F, AND DIM. H, VALUES ARE SHOWN ON PREVIOUS SHEET.
2. THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THOMAS E. SLAUGHTER, JR., PE ON THE DATE ADJACENT TO THE SEAL.
3. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ENGINEER OF RECORD:
T.E. SLAUGHTER JR, P.E. NO. 38833
MAP ENGINEERING CO.
550 N. REO STREET
TAMPA, FL. 33609
C.A. 6772

APPROVED BY:_____ DATE:_____
MAP ENGINEERING CO.
T.E. SLAUGHTER JR, P.E. NO. 38833

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

STRAIN POLE DETAILS

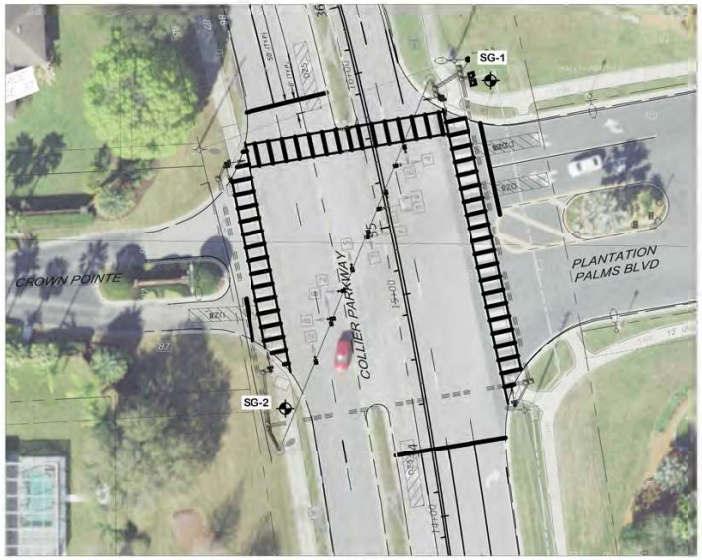
SHEET NO. T-9

$USERS $DATES $TIMES $FILES

BORING LOCATION PLAN

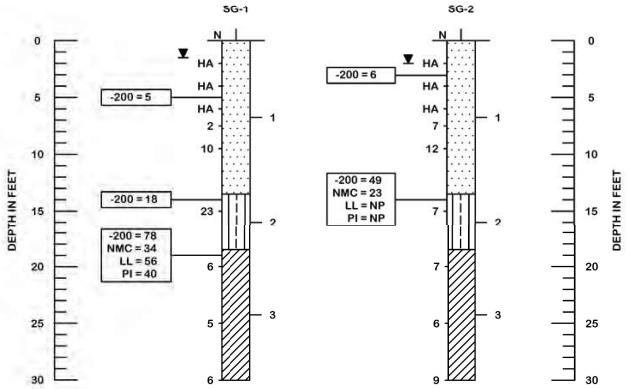
0 50'

PLAN SCALE



NOTE: BASE MAP PROVIDED BY COASTAL DESIGN CONSULTANTS, INC.

SOIL PROFILES



LEGEND

1	GRAY TO BROWN SAND TO SAND WITH SILT (SP/SP-SM)
2	BROWN SILTY SAND (SM)
3	GRAY TO BROWN TO ORANGE CLAY (CL/CH)
	APPROXIMATE LOCATION OF SPT BORING
	GROUNDWATER LEVEL ENCOUNTERED DURING INVESTIGATION
N	SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED)
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW
NGVD 29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
-200	PERCENT PASSING #200 SIEVE
NMC	NATURAL MOISTURE CONTENT (%)
LL	LIQUID LIMIT (%)
PI	PLASTICITY INDEX (%)
NP	NON PLASTIC

NOTES:

1. BORING LOCATIONS WERE DETERMINED USING GPS COORDINATES OBTAINED IN THE FIELD BY A TIERRA REPRESENTATIVE USING A GPS DEVICE WITH A REPORTED ACCURACY OF APPROXIMATELY +/- 10 FEET. THEREFORE, THE LOCATIONS SHOULD BE CONSIDERED APPROXIMATE.
2. BASED ON A REVIEW OF THE "UPPER FLORIDAN POTENTIOMETRIC SURFACE" MAP PUBLISHED BY THE USGS, THE POTENTIOMETRIC SURFACE ELEVATION OF THE UPPER FLORIDAN AQUIFER IN THE PROJECT VICINITY IS REPORTED UP TO APPROXIMATELY +70 FEET, NGVD 29. ARTESIAN FLOW CONDITIONS WERE NOT ENCOUNTERED DURING OUR FIELD EXPLORATION; HOWEVER, THE CONTRACTORS TOOLS AND CONSTRUCTION METHODS SHOULD ADDRESS AND HANDLE A POTENTIOMETRIC LEVEL UP TO +70 FEET, NGVD 29 AT NO ADDITIONAL COST TO THE OWNER.
3. TEMPORARY CASING METHODS FOR SHAFT INSTALLATION BEYOND WHAT IS REQUIRED IN THE FDOT SPECIFICATIONS MAY BE REQUIRED IN ORDER TO PREVENT THE COLLAPSE OF THE SANDY SOILS AND/OR GROUNDWATER INTRUSION DURING SHAFT CONSTRUCTION.

AUTOMATIC HAMMER	
GRANULAR MATERIALS-RELATIVE DENSITY	SPT (BLOWS/FT.)
VERY LOOSE	LESS THAN 3
LOOSE	3 TO 8
MEDIUM	8 TO 24
DENSE	24 TO 40
VERY DENSE	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT (BLOWS/FT.)
VERY SOFT	LESS THAN 1
SOFT	1 TO 3
FIRM	3 TO 6
STIFF	6 TO 12
VERY STIFF	12 TO 24
HARD	GREATER THAN 24

DRAWN BY: SW
CHECKED BY: TJ
APPROVED BY: TEM
DATE: OCT 2024
ENGINEER OF RECORD: THOMAS E. MUSGRAVE, JR., P.E.
FLORIDA LICENSE NO.: 81669

TIERRA
7351 Temple Terrace Highway
Tampa, Florida 33637
Phone: 813-989-1354 Fax: 813-989-1355

SCALE: NOTED
PROJECT NUMBER: 6511-24-189

GEOTECHNICAL ENGINEERING SERVICES
PLANTATION PALMS AT COLLIER PARKWAY
PASCO COUNTY, FLORIDA

SHEET 1

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

REPORT OF CORE BORINGS

SHEET NO. T-10

$USERS $DATES $TIMES $FILES

PASCO COUNTY
ENGINEERING SERVICES
CONTRACT PLANS

COLLIER PARKWAY
(PARKWAY BOULEVARD TO PLANTATION PALMS BOULEVARD)

INTERCONNECT PLANS

TASK ORDER NO. EDO24-009
WORK ORDER NO. SIG004119

PASCO COUNTY COMMISSIONERS

DISTRICT 1	RONALD OAKLEY - CHAIR
DISTRICT 2	SETH WEIGHTMAN
DISTRICT 3	KATHRYN STARKEY
DISTRICT 4	GARY BRADFORD - VICE CHAIR
DISTRICT 5	JACK MARIANO

COUNTY ADMINISTRATOR MIKE CARBALLA, P.E.

COMPONENTS OF CONTRACT PLAN SET

INTERCONNECT PLANS

INDEX OF INTERCONNECT PLANS

SHEET NO.	SHEET DESCRIPTION
I-1	KEY SHEET
I-2 - I-3	GENERAL NOTES
I-4	TABULATION OF QUANTITIES
I-5 - I-11	INTERCONNECT PLANS
I-12	INTERCONNECT DETAILS

PREPARED FOR:

PASCO COUNTY ENGINEERING SERVICES
5418 SUNSET ROAD
NEW PORT RICHEY, FLORIDA 34652

SIGNAL INTERCONNECT PLANS

PREPARED BY:

COASTAL DESIGN CONSULTANTS, INC.
7026 LITTLE ROAD
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 849-8010
FAX: (727) 849-8020
ENGINEERING BUSINESS NO. 00009572

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

ENGINEER OF RECORD:

HUNTER P. BROWN, P.E.
P.E. No. 74664

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

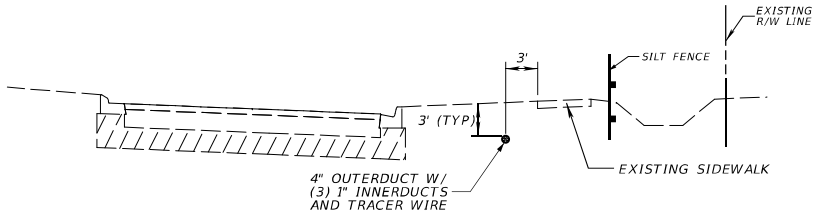
SHEET NO.
I-1

$DATE$ $TIME$ $FILE$

GENERAL NOTES

1. LOCATION, ELEVATION, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE AT TIME OF THE PREPARATION OF THESE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHERS FEATURES AFFECTING HIS WORK AND SHALL COMPLY WITH ALL STATE, COUNTY, AND LOCAL ORDINANCES AND OBTAIN ANY NECESSARY WORK PERMITS THAT MAY BE REQUIRED PRIOR TO CONSTRUCTION.
3. UTILITIES NOT UNDER THIS CONTRACT TO BE ADJUSTED BY UTILITY OWNERS.
4. THE CONTRACTOR SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES, INCLUDING THE PASCO COUNTY TRAFFIC CONTROL SERVICES AT 744-5670, IN ORDER TO LOCATE AND IDENTIFY THEIR EXISTING UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, AS ESTABLISHED BY THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT".
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OF THE COORDINATION OF CONSTRUCTION SCHEDULING BETWEEN THE CONTRACTOR & ALL UTILITY AGENCIES.
   NOTE :THIS INCLUDES MEETING WITH UTILITY AGENCIES PRIOR TO THE PRE-CONSTRUCTION CONFERENCE TO ADJUST THEIR SCHEDULES TO COINCIDE WITH THE CONTRACTORS CONSTRUCTION SCHEDULE. (REFERENCE CONTRACT DOCUMENTS.)
6. POSSIBLE TREE TRIMMING AND REMOVAL MAY BE REQUIRED TO PROVIDE ADEQUATE SIGHT DISTANCE, OR AS ORDERED BY THE ENGINEER. ALL EXPENSES INCURRED FOR THIS WORK WILL BE INCLUDED IN THE PRICE BID FOR CLEARING & GRUBBING.
7. MAINTENANCE OF TRAFFIC WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE APPROVED BY THE PASCO COUNTY TRAFFIC CONTROL SERVICES SECTION PRIOR TO IT'S IMPLEMENTATION.
8. THE COUNTY RESERVES THE RIGHT TO PERFORM QUALITY ASSURANCE TESTING ON ALL MATERIALS DELIVERED TO PROJECT AND TO REJECT ALL MATERIALS NOT MEETING ACCEPTABLE STANDARDS.
9. ALL STREET SIGNS AND STREET MARKERS ARE TO BE REMOVED AND RELOCATED AS DIRECTED BY THE ENGINEER.
10. WHERE CONNECTION TO EXISTING ACCESS IS NOT INDICATED ON THE PLANS, PROPER CONNECTION IS TO BE MADE AT THE DIRECTION OF THE COUNTY PROJECT MANAGER. WHERE EXISTING ACCESS CONNECTIONS ARE SHOWN ON THE PLANS, SUCH CONNECTIONS MAY BE MOVED, ADJUSTED, MODIFIED, ADDED OR DELETED UPON REQUEST BY THE PROPERTY OWNER AND APPROVAL BY THE COUNTY PROJECT MANAGER. ALL APPROVALS BY THE COUNTY PROJECT MANAGER SHALL BE SUBJECT TO CONFORMANCE WITH APPLICABLE STANDARDS, CODES AND REGULATIONS, AND CONDITIONED UPON GRANT OF ANY NECESSARY RIGHT OF ENTRY BY THE PROPERTY OWNER WITHOUT CHARGE TO THE COUNTY.

    UPON PROPERTY OWNER'S REQUEST, MADE PRIOR TO COMMENCEMENT OF PROJECT CONSTRUCTION, THE COUNTY MAY SUBSTITUTE A GRAVITY WALL FOR A GRADED AND HARMONIZED SLOPE OR VICE VERSA CONTINGENT UPON COUNTY PROJECT MANAGER APPROVAL, WHICH APPROVAL SHALL BE SUBJECT TO CONFORMANCE WITH APPLICABLE STANDARDS, CODES AND REGULATIONS, AND CONDITIONED UPON GRANT OF ANY NECESSARY RIGHT OF ENTRY BY THE PROPERTY OWNER WITHOUT CHARGE TO THE COUNTY.
11. NO STABILIZING WILL BE REQUIRED FOR PAVED TURNOUTS TO PRIVATE PROPERTY.
12. ANY AND ALL MATERIAL TO BE REMOVED SUCH AS CULVERT PIPE, GUARDRAIL, ROAD SIGNS, ETC. THAT THE ENGINEER DEEMS SALVAGEABLE SHALL BE NEATLY STOCKPILED IN AN AREA DESIGNATED BY THE ENGINEER, FOR FUTURE REMOVAL BY COUNTY FORCES.
13. THE CONTRACTOR SHALL PROVIDE BORROW MATERIAL FROM BORROW PITS APPROVED BY THE ENGINEER, AND INCORPORATE IT INTO THE WORK IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
14. THE COUNTY SHALL SUPPLY CONTROL POINTS FOR LINE AND GRADE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE STAKE-OUT OF THE PROJECT, i.e., LINE, GRADE, SLOPE STAKE, UTILITY RELOCATIONS OR ANY OTHER STAKE-OUT THAT MAY BE REQUIRED TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THIS WORK.
16. OVERALL CLEAN-UP SHALL BE ACCOMPLISHED BY THE CONTRACTOR IN ACCORDANCE WITH COUNTY STANDARDS OR AS DIRECTED BY THE ENGINEER. ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS.
17. THE CONTRACTOR SHALL ENDEAVOR TO PROTECT PRIVATE PROPERTY. ANY DAMAGE CAUSED BY THE CONTRACTOR IN THE PERFORMANCE OF HIS WORK SHALL BE CORRECTED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE. PAYMENT SHALL NOT BE MADE FOR THIS WORK.
18. ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY THE CONTRACTOR'S HAULING OR EXCAVATION EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER. PAYMENT SHALL NOT BE MADE FOR THIS WORK.
19. ALL SIDEWALK RAMPS SHALL BE BUILT PER THE LATEST F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS AT THE TIME OF BID.
20. ALL EROSION CONTROL FENCES AND BARRIERS SHALL BE ERECTED PRIOR TO ANY LAND ALTERATIONS, MAINTAINED DURING CONSTRUCTION, AND REMOVED FOLLOWING SOIL STABILIZATION AND FINAL DRESSING.
21. DURING DEWATERING OPERATIONS, THE CONTRACTOR SHALL NOT DISCHARGE DIRECTLY TO RECEIVING WATERS, EXISTING CONVEYANCES TO RECEIVING WATERS OR WETLAND SYSTEMS. TEMPORARY SEDIMENT BASINS OR TRAPS SHALL BE UTILIZED TO COLLECT THE DISCHARGE FROM DEWATERING ACTIVITIES TO ELIMINATE THE POTENTIAL FOR OFFSITE SEDIMENT TRANSPORT.
22. CONCRETE VALVE PADS ARE REQUIRED AND NOT A COST ITEM TO THE COUNTY - USE WATER TECHNICAL SPECIFICATION W-9 BY PASCO COUNTY.
23. ANY U.S.C. & G.S. MONUMENT WITHIN LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, PROJECT ENGINEER SHOULD NOTIFY;
    DIRECTOR, NATIONAL GEODETIC SURVEY
    1315 EAST WEST HIGHTWAY
    SILVER SPRING, MARYLAND 20910-2382
    PHONE: (301) 713-3242



TYPICAL SECTION

STA. 12+12.00 TO STA. 47+57.41

SILT FENCE LOCATIONS:
STA. 12+00.00 TO STA. 34+20.00
STA. 35+50.00 TO STA. 47+60.00

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

$USERS $DATES $TIMES $FILES

INTERCONNECT
GENERAL NOTES

SHEET NO. 1-2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SIGNALIZATION

1. The CONTRACTOR shall familiarize themself with Pasco County Technical Specifications For Traffic Signals. Some item numbers and tasks may differ from Florida Department Of Transportation Specifications.
2. The CONTRACTOR shall notify the "Sunshine State One Call" notification center not less than 48 hours, nor more than 5 days in advance of any of the CONTRACTOR'S work activity which may impact any utility facility. Call "Sunshine State One Call" at 1-800-432-4770. It will be the CONTRACTOR'S sole responsibility for having underground cable sites located and identified by proper authorities at time of construction.
3. The CONTRACTOR shall contact the local power company for their assistance in performing all necessary work under power lines. Such work shall include, but not be limited to, the installation of mast arms, signal cable, and/or signal poles.
4. The CONTRACTOR shall be responsible for the proper amount of rake for signal poles with respect to loading to be used on poles at the time of installation. This information is available from the pole manufacturer.
5. Traffic signal cable providing power to vehicular and pedestrian signal heads shall not be installed in the same conduit containing loop lead-ins and pedestrian detector cables.
6. All saw cuts for loops shall be sealed with flexible epoxy.
7. All signal heads shall be LED and furnished with tunnel visors.
8. The CONTRACTOR shall notify the Pasco County Traffic Services Division, at least 48 hours in advance of loop cutting and activating of new traffic controllers.
9. The CONTRACTOR shall verify all base of pole elevations ensure final signal head heights meet FDOT requirements , that the foundation is flush with the grade, etc. ,before ordering poles.
10. The CONTRACTOR is to de-water the foundation excavation if the elevation of water is higher than the elevation of the pole base.
11. Traffic shall be maintained during the splicing activity through the use of off-duty police officers, temporary signals, or by other means approved by the Pasco County Traffic Services Division.
12. At the time of final inspection of the project, the CONTRACTOR shall furnish the project manager with 2 complete sets of As-built plans.
13. The CONTRACTOR shall verify color codes for signal cable and interconnect cable with the Traffic Services Division. Contact the Traffic Signal Supervisor.
14. All grounding wire shall be exothermically welded to ground rod electrodes or an array of electrodes.
15. Possible tree trimming and removal may be required to provide adequate sight distance, or as ordered by the ENGINEER. All expenses incurred for this work will be divided among the item number for signalization.
16. At locations where underground utilities are in close proximity to signal pole foundations, the CONTRACTOR shall hand dig the first 48 inches of the foundation.
17. Five section heads over left turn lane lines shall be wired for future 3 or 5 section heads.

CONDUIT

1. It should be noted that no test borings were made where conduit runs are to be installed by boring or trenching.
2. Conduit shall be encased in sand cement in areas where a minimum depth of 18 inches cannot be met.
3. Three conduits shall be provided between the nearest signal pole and the controller cabinet. 2 conduits shall be 2 inch minimum PVC. 1 shall contain signal cable, and the other shall contain pedestrian push button cable. The third conduit shall be galvanized metal and shall contain the electrical power service.
4. All conduit shall be 2 inch minimum unless otherwise specified in plans.
5. All conduit shall be installed prior to roadway base or sidewalk construction.
6. The termination ends of all POLYVINYL CHLORIDE (PVC) plastic conduit entering all pull boxes and cabinet bases shall be fitted with an End Bell Duct Fitting prior to any pulline or cable installation.

INTERCONNECT CONDUIT

1. Neptco Inc. mule tape # 1250 P3 MF 11.75 Fx 9.5 1250 lb and a 14 gauge XHHW wire for tracing or approved equal shall be installed in all conduits which are to receive cable at a future time. At least 3 feet of pulline shall be accessible at each conduit termination and secured within the pullbox or place of termination.
2. All conduit shall be rodded and brushed as per Pasco County's Traffic Signal Specifications.
3. All conduit with pulline installed shall be sealed and capped to avoid further debris and soil from entering during construction.
4. Detectable locating tape shall be placed over the centerline of the 4" pvc outerduct one foot below grade. Payment for detection tape is included in the pay item for conduit.
5. The termination ends of all Polyvinyl Chloride (PVC) plastic conduit entering all pullboxes and cabinet bases shall be fitted with an End Bell Duct Fitting prior to any pulline or cable installation.

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PASCO COUNTY
ENGINEERING SERVICES

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		SIG004119
COLLIER	PASCO	TASK ORDER NUMBER
		EDO24-009

$USER$ $DATE$ $TIME$ $FILE$

INTERCONNECT GENERAL NOTES

SHEET NO. I-3

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TABULATION OF QUANTITIES

BID ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS														TOTAL THIS SHEET		GRAND TOTAL	
			I-5		I-6		I-7		I-8		I-9		I-10		I-11					
			ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL
630-2-11	CONDUIT, (F&I, UNDERGROUND)	LF	288		560		560		560		417		560		456		3,401		3,401	
630-2-12	CONDUIT, (F&I, UNDER PAVEMENT)	LF	0		0		0		0		159		0		12		171		171	
633-1-124	FIBER OPTIC CABLE (F&I, 144-COUNT)	LF	388		560		610		560		726		560		618		4,022		4,022	
633-2-32	FIBER OPTIC CONNECTION (SPLICE)	EA	12		0		0		0		12		0		12		36		36	
633-3-14	FIBER OPTIC CONNECTION HARDWARE (F&I, BUFFER TUBE FAN OUT KIT)	EA	1		0		0		0		1		0		1		3		3	
633-3-15	FIBER OPTIC CONNECTION HARDWARE (F&I, PATCH PANEL - PRETERMINATED)	EA	1		0		0		0		1		0		1		3		3	
633-3-17	FIBER OPTIC CONNECTION HARDWARE (F&I CONNECTOR PANEL)	EA	1		0		0		0		1		0		1		3		3	
633-3-32	FIBER OPTIC CONNECTION HARDWARE (F&I SPLICE TRAY)	EA	1		0		0		0		1		0		1		3		3	
635-2-12	FIBER OPTIC PULL BOX (F&I, 24"x36")	EA	1		0		1		0		2		0		2		6		6	
635-2-13	FIBER OPTIC VAULT (F&I, 30"x60")	EA	1		0		0		0		1		0		1		3		3	
671-2-10	TRAFFIC CONTROLLER (MODIFY)	EA	1		0		0		0		0		0		0		1		1	
678-1	TRAFFIC CONTROLLER ACCESSORIES (F&I, GPS CARD)	EA	1		0		0		0		1		0		1		3		3	
682-1-143	CCTV CAMERA (F&I, PTZ)	EA	1		0		0		0		0		0		1		2		2	
684-1-1	MANAGED FIELD ETHERNET SWITCH (F&I)	EA	1		0		0		0		1		0		1		3		3	
684-90-102	NETWORK DEVICES (MIOVISION HOP WITH CELLULAR COMMUNICATIONS)	EA	1		0		0		0		0		0		0		1		1	

REVISIONS

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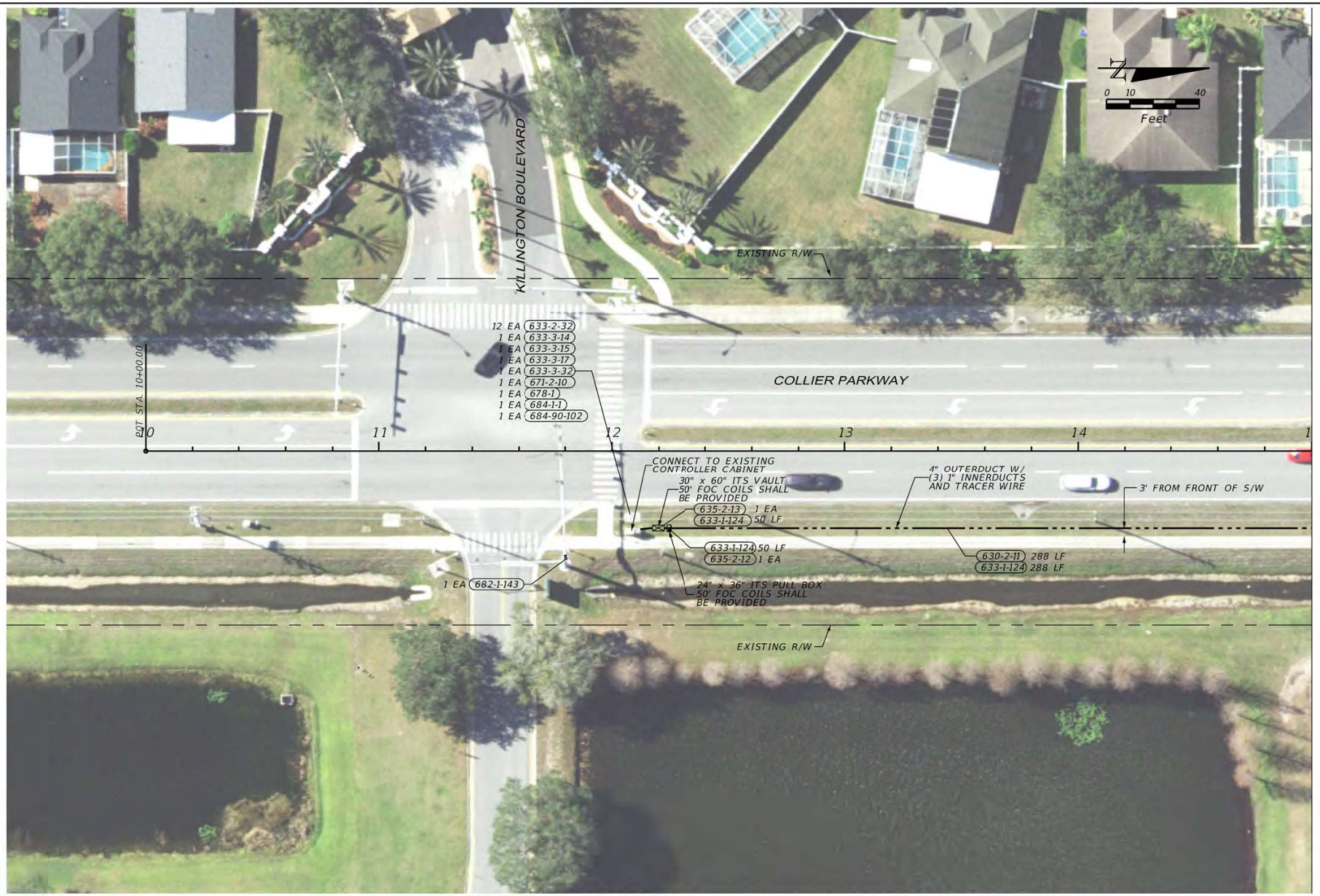
PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

$USERS $DATES $TIMES $FILES

INTERCONNECT
TABULATION OF QUANTITIES

SHEET NO. I-4



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PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER	TASK ORDER NUMBER
COLLIER	PASCO	SIG004119	EDO24-009

$USER$ $DATE$ $TIME$ $FILE$

INTERCONNECT PLAN SHEET (1)

SHEET NO. I-5

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ENGINEERING SERVICES

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INTERCONNECT PLAN SHEET (2)

SHEET NO. I-6

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PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER	SHEET NO.
COLLIER	PASCO	SIG004119	I-7
		TASK ORDER NUMBER EDO24-009	

INTERCONNECT PLAN SHEET (3)

$USERS $DATES $TIMES $FILES

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PASCO COUNTY
ENGINEERING SERVICES

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COLLIER	PASCO	SIG004119	EDO24-009

$USERS $DATES $TIMES $FILES

INTERCONNECT PLAN SHEET (4)

SHEET NO. I-8

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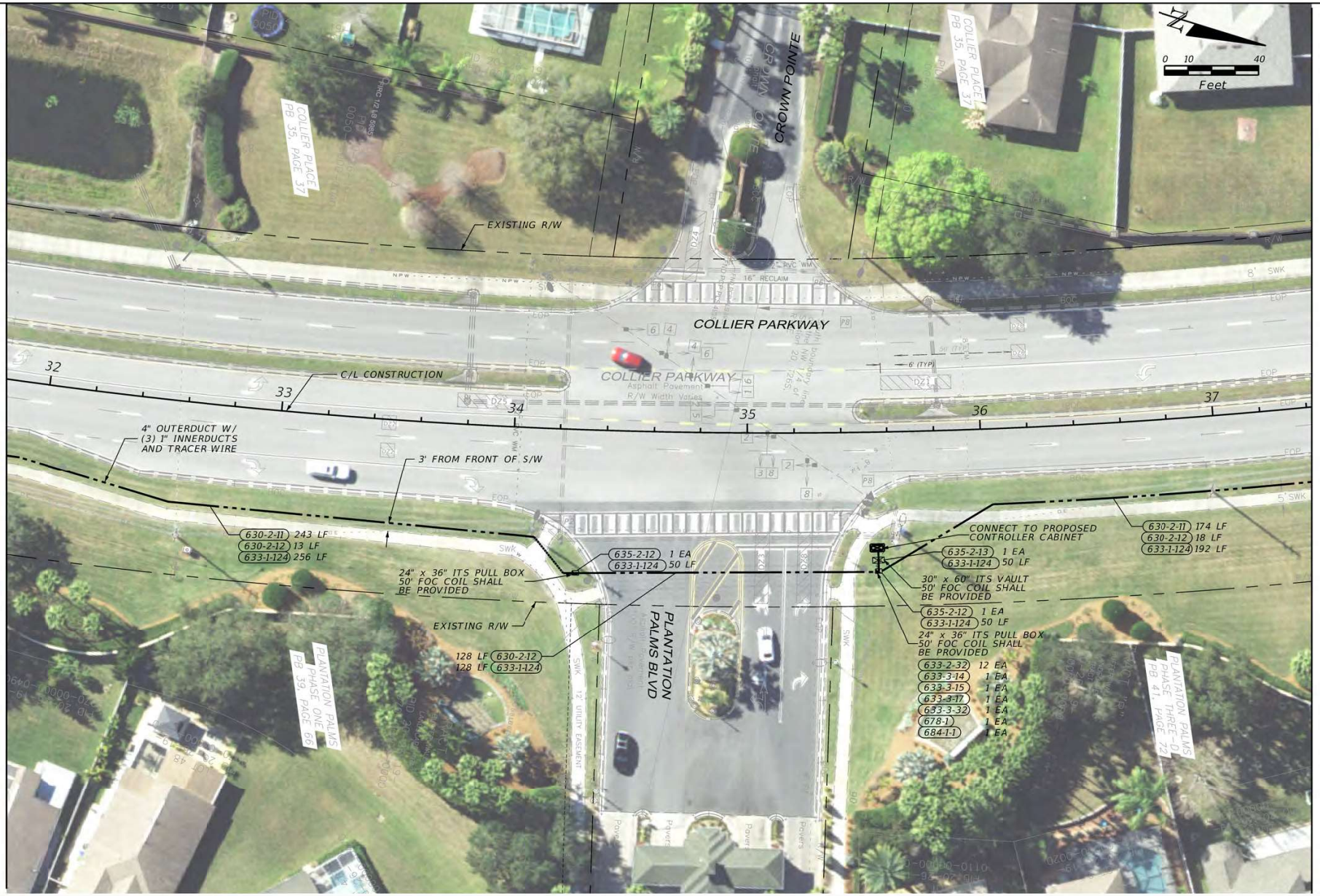

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PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER	TASK ORDER NUMBER
COLLIER	PASCO	SIG004119	EDO24-009

INTERCONNECT PLAN SHEET (5)

SHEET NO. I-9

$USERS $DATES $TIMES $FILES

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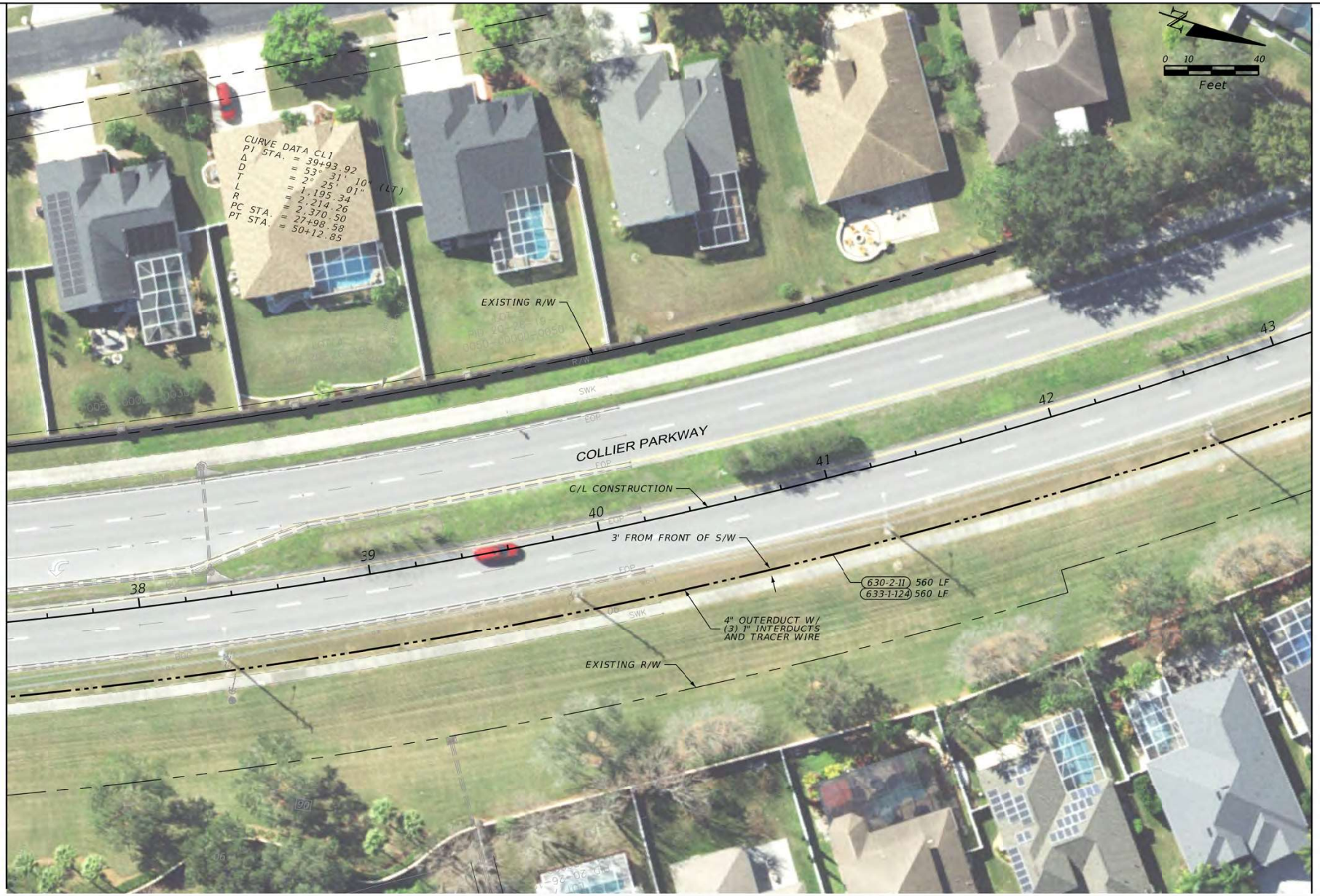

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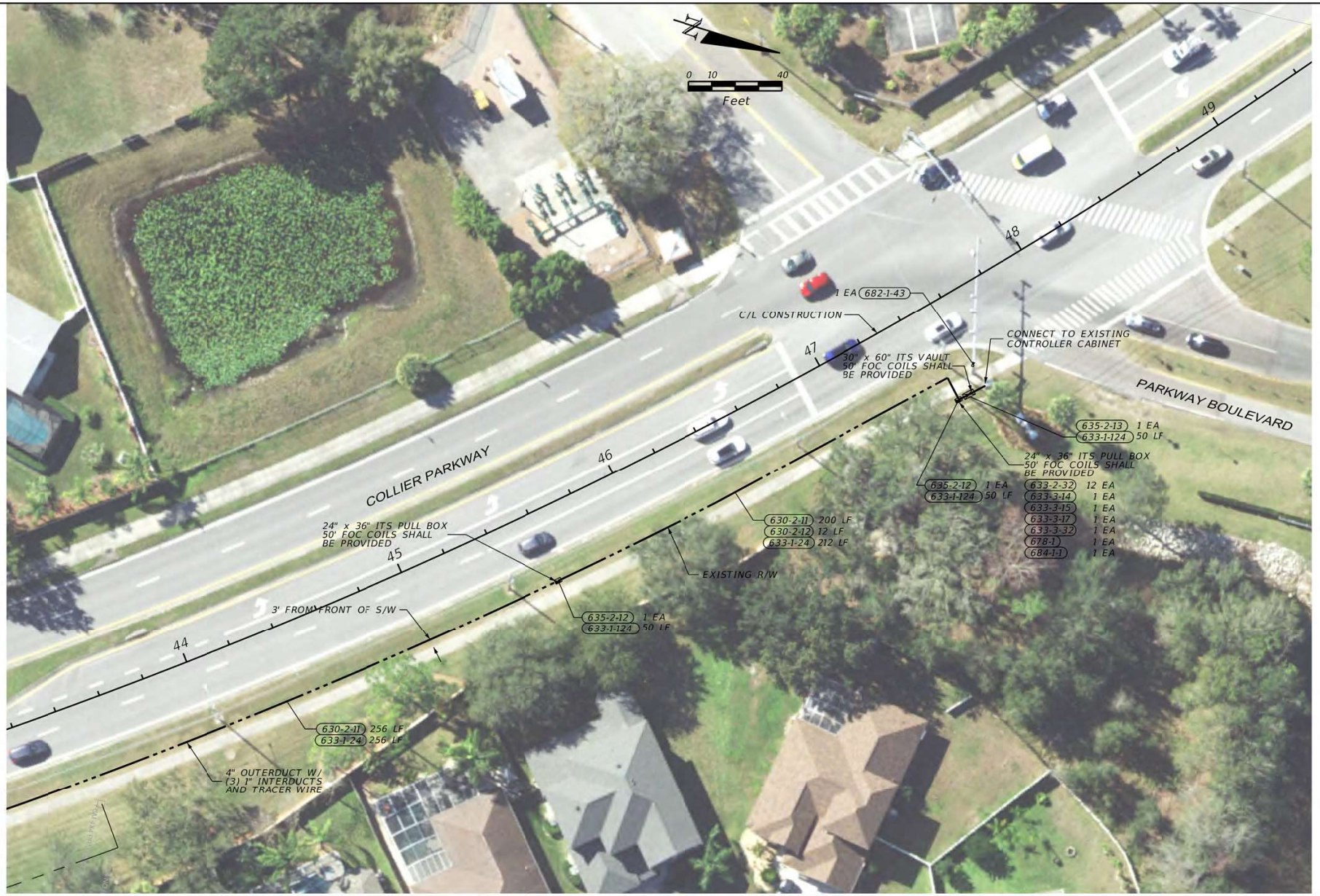
INTERCONNECT PLAN SHEET (6)

SHEET NO. I-10



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COLLIER	PASCO	SIG004119	EDO24-009

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INTERCONNECT PLAN SHEET (7)

SHEET NO. I-11

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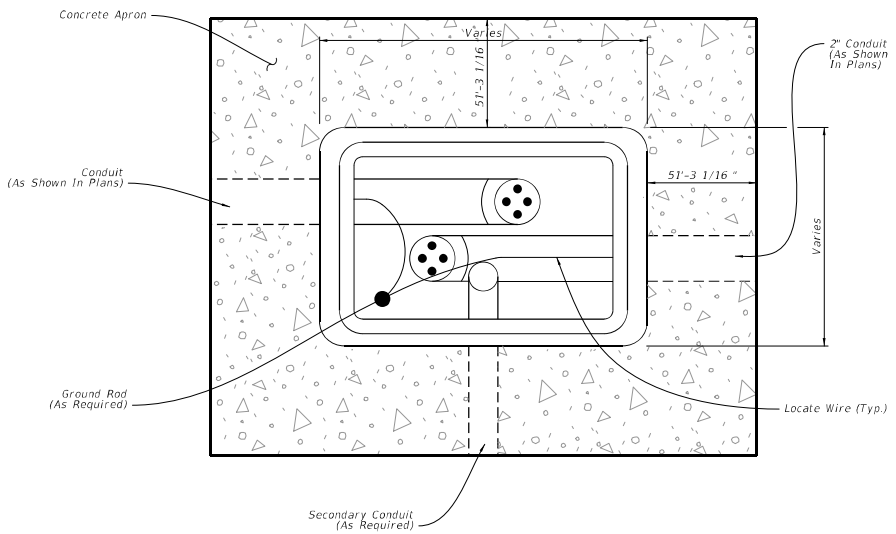
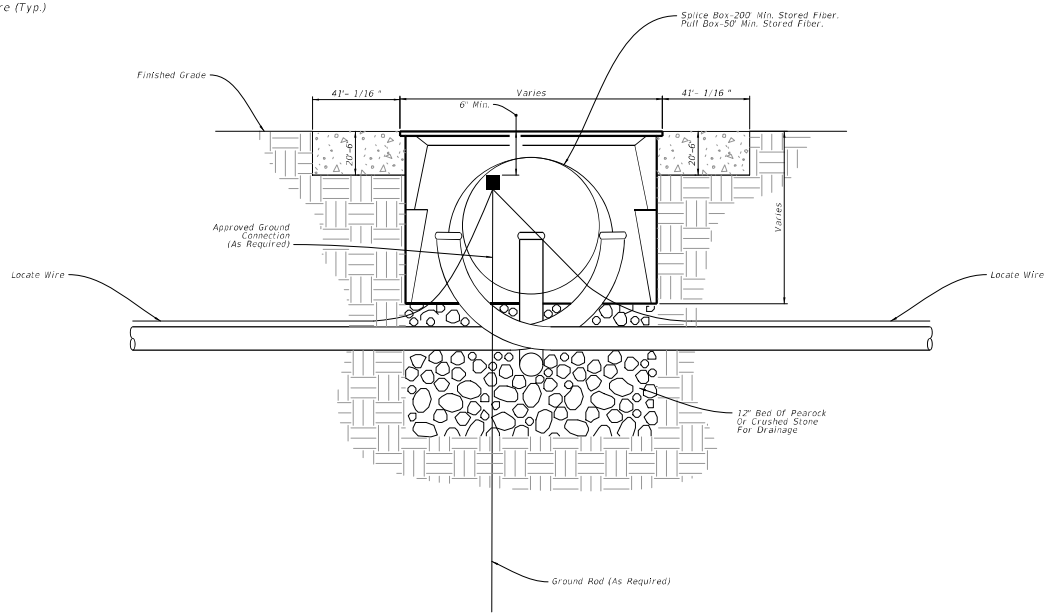


PLAN



ELEVATION

FIBER OPTIC BOX

FIBER OPTIC PULL BOX

NOTES:

1. FIBER OPTIC PULL BOXES SHALL NOT CONTAIN ELECTRICAL CONDUIT OR CONDUCTORS.
2. CONDUIT C/L SHALL BE ALIGNED TO TOP EDGE OF PULL BOX TO FACILITATE CABLE PULLING.
3. PVC SHALL BE USED TO EXTEND FIBER OPTIC CONDUIT (HDPE) INTO FIBER OPTIC PULL BOX.
4. FIBER OPTIC PULL BOX SHALL BE PAID FOR UNDER THE PULL AND SPLICE BOXES (24"x36" COVER SIZE) PAY ITEM: 635-2-12.
5. ALL FIBER OPTIC PULL BOXES SHALL HAVE 12" X 4" DEEP CONC APRONS SLOPED AWAY FROM PULL BOX. THE COST OF APRON IS TO BE INCLUDED IN THE COST OF PULL BOX.
6. FIBER OPTIC PULL BOX COVERS SHALL BEAR THE LEGEND "PASCO CO ATMS" INTEGRALLY CAST INTO THEM.
7. FIBER OPTIC PULLBOX DIMENSIONS SHALL BE 18" (WIDTH) x 30" (LENGTH) x 24" (DEPTH).
8. FIBER OPTIC PULLBOX WEIGHT INCLUDING LID SHALL BE 175 LBS.

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$USER$ $DATE$ $TIME$ $FILE$

INTERCONNECT DETAILS

SHEET NO. 1-12

CLEAR ZONE WIDTHS FOR WORK ZONES:

The term 'clear zone' describes the unobstructed relatively flat area, impacted by construction, extending outward from the edge of the traffic lane. The table below gives clear zone widths in work zones for medians and roadside conditions other than for roadside canals; where roadside canals are present, clear zone widths are to conform with the distances to canals as described in the FDOT Design Manual 215.2.

TABLE 5
CLEAR ZONE WIDTHS FOR WORK ZONES

WORK ZONE SPEED (MPH)	TRAVEL LANES & MULTILANE RAMPS (feet)	AUXILIARY LANES & SINGLE LANE RAMPS (feet)
60-70	30	18
55	24	14
45-50	18	10
30-40	14	10
ALL SPEEDS CURB & GUTTER	4' BEHIND FACE OF CURB	4' BEHIND FACE OF CURB

NOTE: For temporary conditions where existing curb has been removed but not reconstructed, curb and gutter values may be used.

SUPERELEVATION:

Horizontal curves constructed in conjunction with work zone traffic control should have the required superelevation applied to the design radii. Under conditions where normal crown controls curvature, the minimum radii that can be applied are listed in the table below.

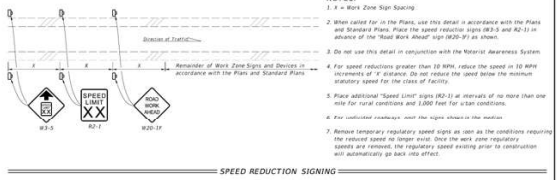
TABLE 6
MINIMUM RADII FOR NORMAL CROWN

WORK ZONE POSTED SPEED	MINIMUM RADIUS
MPH	Feet
70	4090
65	3130
60	2400
55	1840
50	1390
45	1085
40	820
35	610
30	430

Superelevation When Smaller Radii is Used

LENGTH OF LANE CLOSURES:

For interstates and state highways with a posted speed of 55MPH or greater, lane closures must not exceed 3 miles (includes taper, buffer, and work zone) in any given direction; and must not close two consecutive interchanges.



SPEED REDUCTION SIGNING

NOTES:

1. X = Work Zone Sign Spacing.
2. When called for in the Plans, use this detail in accordance with the Plans and Standard Plans. Place the speed reduction signs (R3-5 and R2-1) in advance of the "Road Work Ahead" sign (W20-1F) as shown.
3. Do not use this detail in conjunction with the Motorist Awareness System.
4. For speed reductions greater than 10 MPH, reduce the speed in 10 MPH increments of 'X' distance. Do not reduce the speed below the minimum statutory speed for the class of facility.
5. Place additional "Speed Limit" signs (R2-1) at intervals of no more than one mile for rural conditions and 1,000 feet for urban conditions.
6. For indicated roadways, omit the signs shown in the median.
7. Remove temporary regulatory speed signs as soon as the conditions requiring the reduced speed no longer exist. Once the work zone regulatory speeds are removed, the regulatory speed existing prior to construction will automatically go back into effect.

OVERWEIGHT/OVERSIZE VEHICLES:

Restrictions to Lane Widths, Heights or Load Capacity can greatly impact the movement of over dimensioned loads. The Contractor shall notify the Engineer who in turn shall notify the State Permits Office, phone no. (850) 410-5777, at least seven calendar days in advance of implementing a maintenance of traffic plan which will impact the flow of overweight/oversized vehicles. Information provided shall include location, type of restriction (height, width or weight) and restriction time frames. When the roadway is restored to normal service the State Permits Office shall be notified immediately.

LANE WIDTHS:

Lane widths of through roadways should be maintained through work zone transition areas wherever practical. Provide minimum widths for work zone travel lanes as follows: 11' for interstate with at least one 12' lane provided in each direction, unless formally exempted by the Federal Highway Administration; 11' for all other limited access roadways; and 10' for all other facilities.

HIGH-VISIBILITY SAFETY APPAREL:

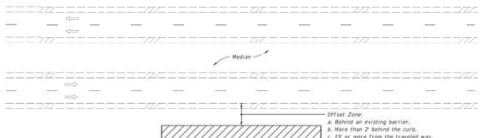
All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for "High-Visibility Safety Apparel", and labeled as ANSI/ISEA 107-2004 or newer. The apparel background (outer) material color shall be either fluorescent orange-red or fluorescent yellow-green as defined by the standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 1,000 feet. Class 3 apparel may be substituted for Class 2 apparel. Replace apparel that is not visible at 1,000 feet.

WORKERS: All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel. Workers operating machinery or equipment in which loose clothing could become entangled during operation shall wear fitted high-visibility safety apparel. Workers inside the bucket of a bucket truck are not required to wear high-visibility safety apparel.

UTILITIES: When other industry apparel safety standards require utility workers to wear apparel that is inconsistent with FDOT requirements such as NFPA, OSHA, ANSI, etc., the other standards for apparel may prevail.

FLAGGERS: For daytime activities, Flaggers shall wear ANSI/ISEA Class 2 apparel. For nighttime activities, Flaggers shall wear ANSI/ISEA Class 3 apparel.

LAST REVISION 11/01/20	DESCRIPTION:	FY 2024-25 STANDARD PLANS	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES	INDEX 102-600	SHEET 3 of 11



MULTILANE ROADWAY SHOWN, TWO-LANE ROADWAY SIMILAR

NOTES:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work beyond the shoulder.
2. Use Index 102-602 when the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the Offset Zone in any one hour period.
3. Use Index 102-660 when Work Area encroaches a Sidewalk.

SYMBOLS:

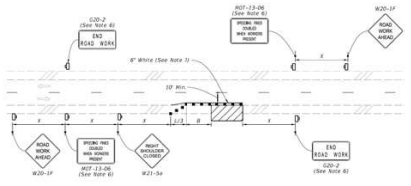
Work Area

Lane Identification and Direction of Traffic

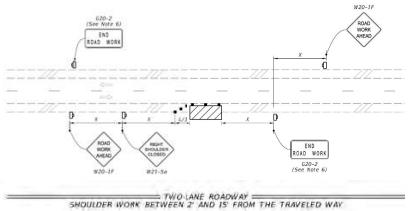
LAST REVISION 11/01/20	DESCRIPTION:	FY 2024-25 STANDARD PLANS	TWO-LANE AND MULTILANE ROADWAY, WORK BEYOND THE SHOULDER	INDEX 102-601	SHEET 1 of 1

NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a Flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).



TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY WITH WORK ZONE SPEED OF 45 MPH OR LESS



TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

SYMBOLS:

Work Area

Channelizing Device (See Index 102-600)

W/X Cone Sign

Lane Identification and Direction of Traffic

LAST REVISION 11/01/21	DESCRIPTION:	FY 2024-25 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 2

GENERAL NOTES:

1. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", and channelizing device spacing values.
2. If vehicles in a parking zone block the line of sight to TTZ signs, locate and post mount signs in accordance with Index 706-101.
3. Use temporary "STOP" sign (R1-1) where the existing stop bar is more than 30' from the taper, remove or cover existing sign.
4. The "Speeding Fines Doubled When Workers Present" sign (MOT-13-06) and "End Road Work" Sign (G20-2), along with associated Work Zone Sign Distances, may be omitted when the work operation will be in place for 24 hours or less. Additionally, arrow boards may be omitted when the work operation will be in place for 60 minutes or less and the speed limit is 45 mph or less.
5. If the work area extends across a crossroad, close the crossroad in accordance with Index 102-660.
6. Dual signs are required for divided roadways.

SYMBOLS:

Work Area

Channelizing Device (See Index 102-600)

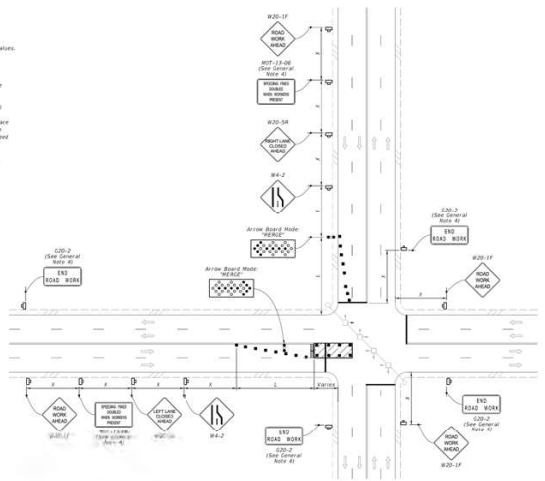
Work Zone Sign

Type III Barricade

Arrow Board

Stop Bar

Lane Identification and Direction of Traffic



WORK IN INTERSECTION OF MULTILANE ROADWAY

LAST REVISION 11/01/22	DESCRIPTION:	FY 2024-25 STANDARD PLANS	MULTILANE ROADWAY, INTERSECTION WORK	INDEX 102-615	SHEET 1 of 5

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

MAINTENANCE OF TRAFFIC DETAILS

SHEET NO. M-1

$USERS $DATES $TIMES $FILES

October 16, 2024

Pasco County
Attn: Panos Knotses, P.E.
5418 Sunset Road
New Port Richey, FL 34652

Subject:	**Project Evaluation - Project Exempt**	
	Project Name:	Plantation Palms Blvd. & Collier Parkway Signal
	File Number:	895751
	County:	Pasco
	Sec/Twp/Rge:	S20/T26S/R19E
Reference:	Rule 62-330, Florida Administrative Code (F.A.C.)	

Dear Mr. Knotses:

The District has reviewed the information you submitted for the project referenced above and has determined that an Environmental Resource Permit (ERP) **will not be required** for the proposed installation of a traffic signal and other minor safety improvements. [Rule 62-330.051(4)(c), F.A.C.].\

The information received by the District will be kept on file to support the District's determination regarding your application. This information is available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's determination that your project does not require an ERP is only applicable pursuant to the statutes and rules in effect at the time the information was submitted and may not be valid in the event subsequent changes occur in the applicable rules and statutes. Additionally, this notification does not mean that the District has determined that your project is permanently exempt from permitting requirements. Any subsequent change you make in the project's operation may necessitate further evaluation or permitting by the District. Therefore, you are advised to contact the District before beginning the project and before beginning any activity which is not specifically described in your submittal. Your timely pursuit of this activity is encouraged to avoid any potential rule changes that could affect your request.

This letter constitutes notice of Intended Agency Action of the project referenced above. The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notice of agency action, as well as a noticing form that can be used is available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency

action, a copy of the affidavit of publishing provided by the newspaper should be sent to the Regulation Division at the District Service Office that services this permit or other agency action, for retention in the File of Record for this agency action.

If you have questions regarding this matter, please contact Giancarlos Rivas-Fajardo in the Tampa Service Office, at 8134386703. Please reference the Project Name and Inquiry/Permit Number in future communications concerning this project.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Notice of Rights

cc: Hunter Brown, P.E.
Coastal Design Consultants

Notice of Rights

Administrative Hearing

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.

2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.

3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.

4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.

5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.

6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C.A petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C., can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.

7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 US Hwy 301, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

Judicial Review

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

UTILITY COORDINATION MEMORANDUM

Date: April 23, 2025

To: Pasco County Transportation Engineering Department

From: Hunter P. Brown, PE, Project Engineer

Reference: Plantation Palms Blvd & Collier Parkway Traffic Signal
Task Order No.: EDO24-009

Coastal No.: 24010

Coastal submitted a Sunshine 811 Design Ticket on March 21, 2024. The following summarizes the Utility Coordination that has been completed for the above referenced project:

Charter / Spectrum
No conflicts. Reference enclosed correspondence from May 3, 2024.

TECO Peoples Gas
No utilities within project limits. Reference enclosed correspondence from November 6, 2024.

Pasco County Traffic
No conflicts. Reference enclosed correspondence from November 7, 2024.

Pasco County Utilities
No conflicts. Reference enclosed correspondence from March 10, 2025.

Frontier Communications
Proposed conflicts. Reference enclosed correspondence and UWS from March 28, 2025.

MCI
Facilities within the project limits but no apparent conflicts. Reference enclosed correspondence from March 18, 2025.

Duke Energy
Proposed conflicts. Reference enclosed correspondence and UWS from April 23, 2025.

Reference the enclosed documentation and UWS, as applicable.

If you have any questions please contact our office at (727) 849-8010.

T:\@CDC\Projects\24010 Plantation Palms & Collier Signal\Utility Coordination\Memo - Utl Coord Mtg.doc

Joy Benedetti

From: agt_comm@irth.com
Sent: Friday, May 3, 2024 8:09 PM
To: Joy Benedetti
Subject: Ticket 124406595 - Response to 811 Dig Request

==========

To: COASTAL DESIGN CONSULTANTS Attn: JOY BENEDETTI
Voice: 7278498010 Fax:
Re: Response to 811 Dig Request

Charter Communications/Spectrum is replying to your request to locate our underground facilities, per the dig site information provided on the one call center ticket our underground plant is not in conflict.

==========

Ticket: 124406595
County: PASCO Place: LAND O LAKES
Address: COLLIER PKWY

BC1785:
We have determined that the information provided from the One Call center is not in conflict with our facilities.

==========

If you have any questions please contact us at DamageClaims@charter.com.

==========

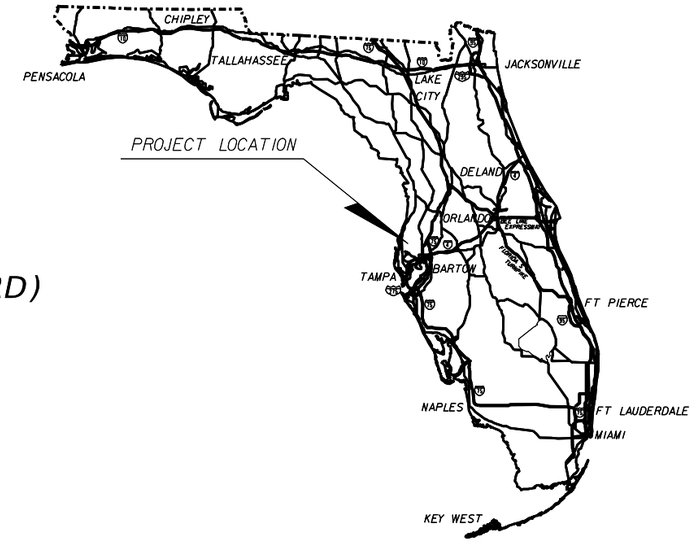
This message was generated by an automated system. Please do not reply to this email.

PASCO COUNTY
ENGINEERING SERVICES
CONTRACT PLANS

COLLIER PARKWAY
(PARKWAY BOULEVARD TO PLANTATION PALMS BOULEVARD)

SIGNAL PLANS

TASK ORDER NO. EDO24-009
WORK ORDER NO. SIG004119



COMPONENTS OF CONTRACT PLAN SET

SIGNAL PLANS

INDEX OF SIGNAL PLANS

SHEET NO.	SHEET DESCRIPTION
	KEY SHEET
T-1	SIGNALIZATION GENERAL NOTES
T-2	SUMMARY OF QUANTITIES
T-3	SIGNALIZATION PLAN
T-4	GUIDE SIGN WORKSHEET
T-5	SIGNING & MARKING PLAN
T-6	STRAIN POLE DATA SHEET
T-7	STRAIN POLE SCHEDULE
T-8	MANTENANCE OF TRAFFIC DETAILS

PROJECT LOCATION



PREPARED FOR:

PASCO COUNTY ENGINEERING SERVICES
5418 SUNSET ROAD
NEW PORT RICHEY, FLORIDA 34652

PREPARED BY:

COASTAL DESIGN CONSULTANTS, INC.
7026 LITTLE ROAD
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 849-8010
FAX: (727) 849-8020
ENGINEERING BUSINESS NO. 00009572

ENGINEER OF RECORD:

HUNTER P. BROWN, P.E.
P.E. No. 74664

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

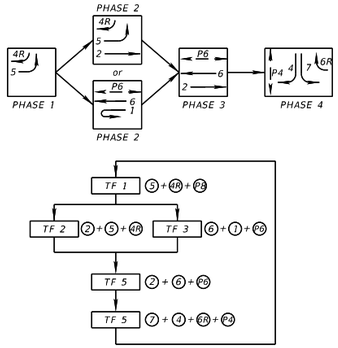
REVISIONS		
DATE	BY	DESCRIPTION

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

SHEET NO.

$DATE$ $TIME$ $FILE$

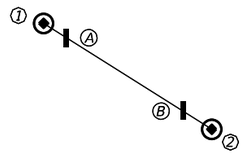
SPECIAL SIGNAL OPERATING PLAN 10



CONTROLLER OPERATIONS:

1. MAJOR STREET IS COLLIER PARKWAY.
   MINOR STREET IS PLANTATION PALMS BOULEVARD.

STREET NAME SIGN DETAILS



700-5-22 2 EA

REFER TO SHEET T-5 FOR DETAILS

LIGHTNING & MOUNTIING			
LUMINAIRE	TYPE	HEIGHT	BRACKET ARM LENGTH
1,2,3,4	ERL2-1-25-C5-40	40'	10'
5,6,7,8	ERL2-1-30-C5-40	40'	10'

DESIGN SPEED = 60 MPH
CLEAR ZONE REQUIREMENTS:
MIN. 36' FROM EDGE OF TRAVEL LANES
MIN. 24' FROM EDGE OF AUXILIARY LANES



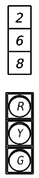
PED. SIGNAL
COUNT-DOWN
1-SECT., 1-WAY, LED

653-1-11 6 EA



R10-3E 6 EA

TO BE PAID FOR UNDER
PAY ITEM 655-1-11



3-SECT., 1-WAY
4 AS
650-1-14



3-SECT., 1-WAY
4 AS
650-1-14



3-SECT., 1-WAY
2 AS
650-1-14



5-SECT., 1-WAY
2 AS
650-1-19

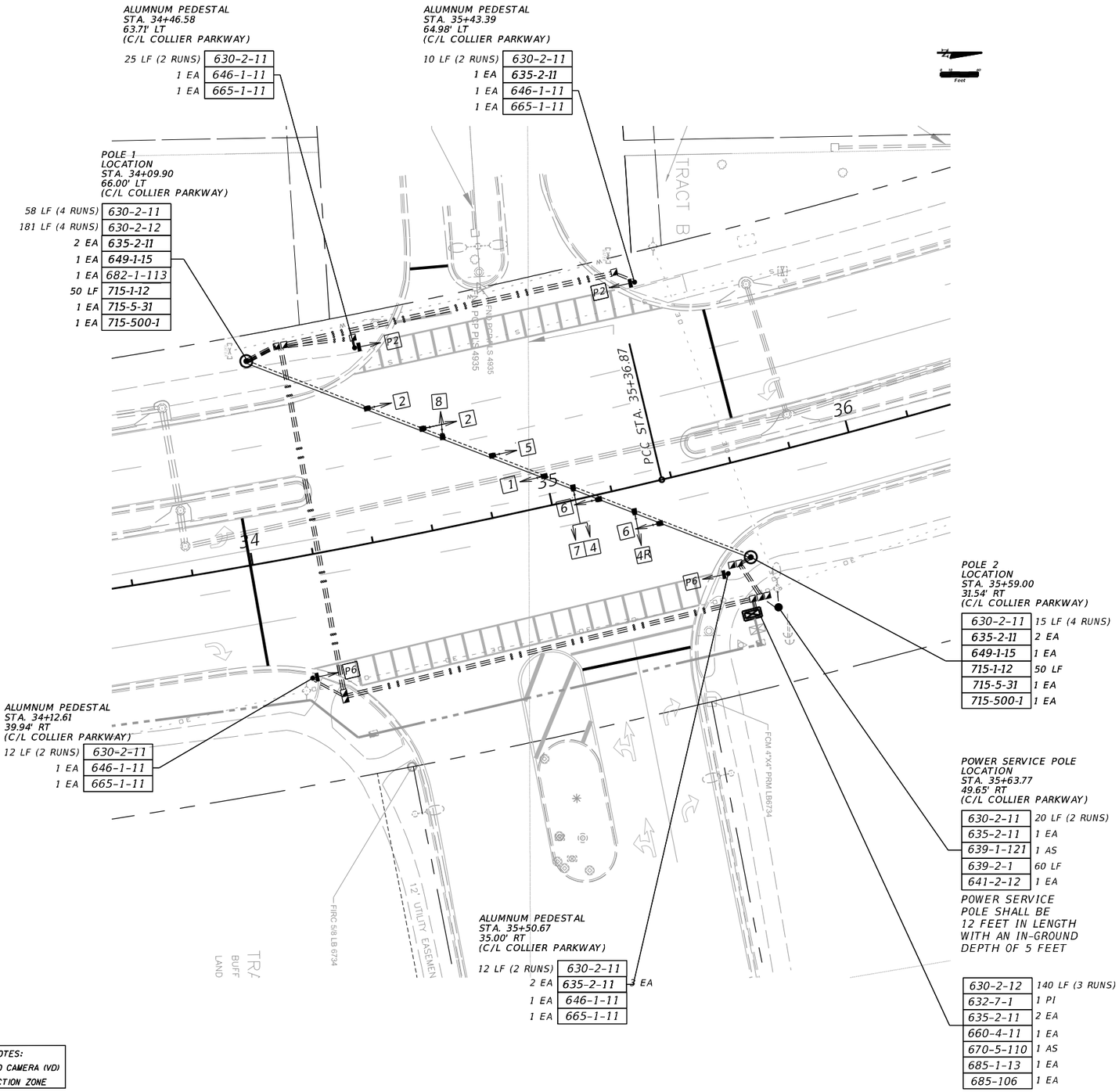
CONTROLLER TIMINGS						
TIMING FUNCTION	1	2	3	4	5	6
MOVEMENT NUMBER	1	2	7	P8	5	6
MOVEMENT	SBU	NB	EBL	P8	NBL	SB
MINIMUM GREEN	7.0	20.0	7.0	--	7.0	20.0
MAXIMUM GREEN 1	30.0	90.0	30.0	--	30.0	90.0
MAXIMUM GREEN II	--	--	--	--	--	--
YELLOW CLEARANCE	5.5	5.5	3.3	--	5.5	5.5
RED CLEARANCE	2.0	2.0	3.9	--	2.0	2.0
PEDESTRIAN WALK	--	--	--	7.0	--	7.0
PEDESTRIAN CLEARANCE	--	--	--	34.0	--	40.0
RECALL	NONE	MIN	NONE	--	NONE	MIN

SIGNAL TIMINGS ARE INITIAL AND MAY REQUIRE FIELD ADJUSTMENTS.

VIDEO VEHICLE DETECTION ASSIGNMENTS			
CAMERA DETECTOR NUMBER	DETECTION ZONE	TIMING FUNCTION CONNECTION	DELAY TIME (SEC)
VD1	DZ1A	1	0
	DZ6A/B/R	6	0
	DZ5A	5	0
	DZ2A/B/R	2	0
	DZ4A/B/R	3	10
	--	--	--

1. INSTALL PRE-EMPTION
2. FOR PHASE 4 TWO (2) VEDEO DETECTION CAMERAS MAY BE NEEDED DUE TO DISTANCE AND ANGLE.

SPECIAL NOTES:
VIDEO CAMERA (VD)
(DZ) DETECTION ZONE



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	TASK ORDER NUMBER EDO24-009

$USER$ $DATE$ $TIME$ $FILE$

SIGNAL PLAN

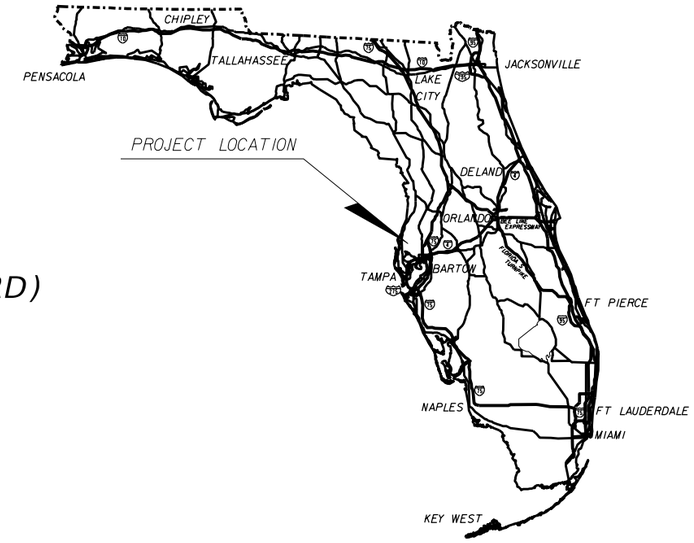
SHEET NO. T-3

PASCO COUNTY
ENGINEERING SERVICES
CONTRACT PLANS

COLLIER PARKWAY
(PARKWAY BOULEVARD TO PLANTATION PALMS BOULEVARD)

INTERCONNECT PLANS

TASK ORDER NO. EDO24-009
WORK ORDER NO. SIG004119

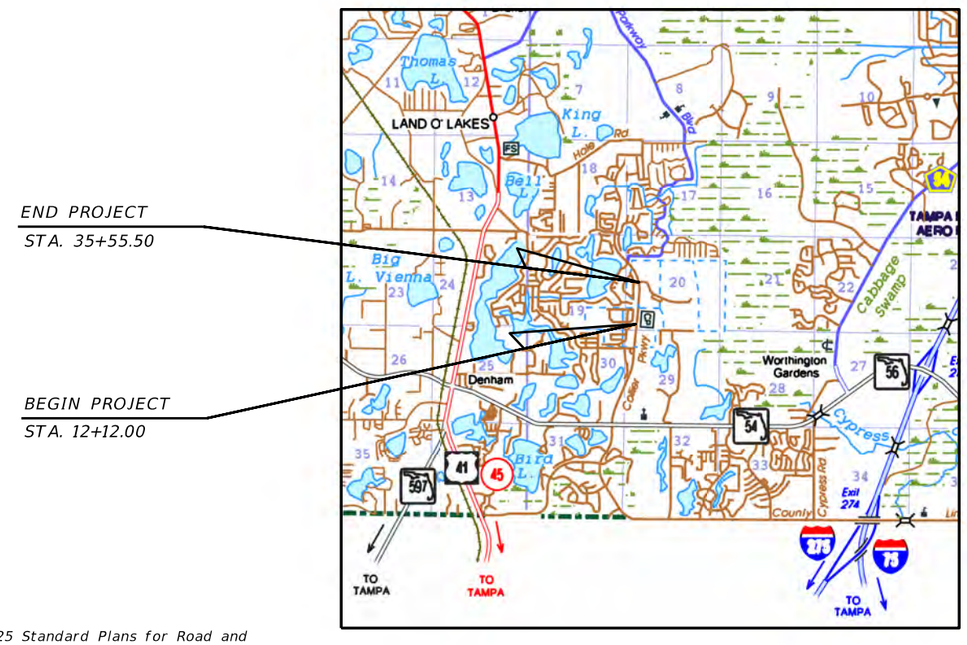


COMPONENTS OF CONTRACT PLAN SET

INTERCONNECT PLANS

INDEX OF INTERCONNECT PLANS

SHEET NO.	SHEET DESCRIPTION
I-1	KEY SHEET
I-2	TABULATION OF QUANTITIES
I-3	GENERAL NOTES
I-4 - I-8	INTERCONNECT PLANS
I-9	CONDUIT AND PULL BOX DETAILS



GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Bridge Construction are included in the Structures Plans Component

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REVISIONS		
DATE	BY	DESCRIPTION

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PASCO COUNTY ENGINEERING SERVICES
5418 SUNSET ROAD
NEW PORT RICHEY, FLORIDA 34652

PREPARED BY:

COASTAL DESIGN CONSULTANTS, INC.
7026 LITTLE ROAD
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 849-8010
FAX: (727) 849-8020
ENGINEERING BUSINESS NO. 00009572

ENGINEER OF RECORD:

HUNTER P. BROWN, P.E.
P.E. No. 74664

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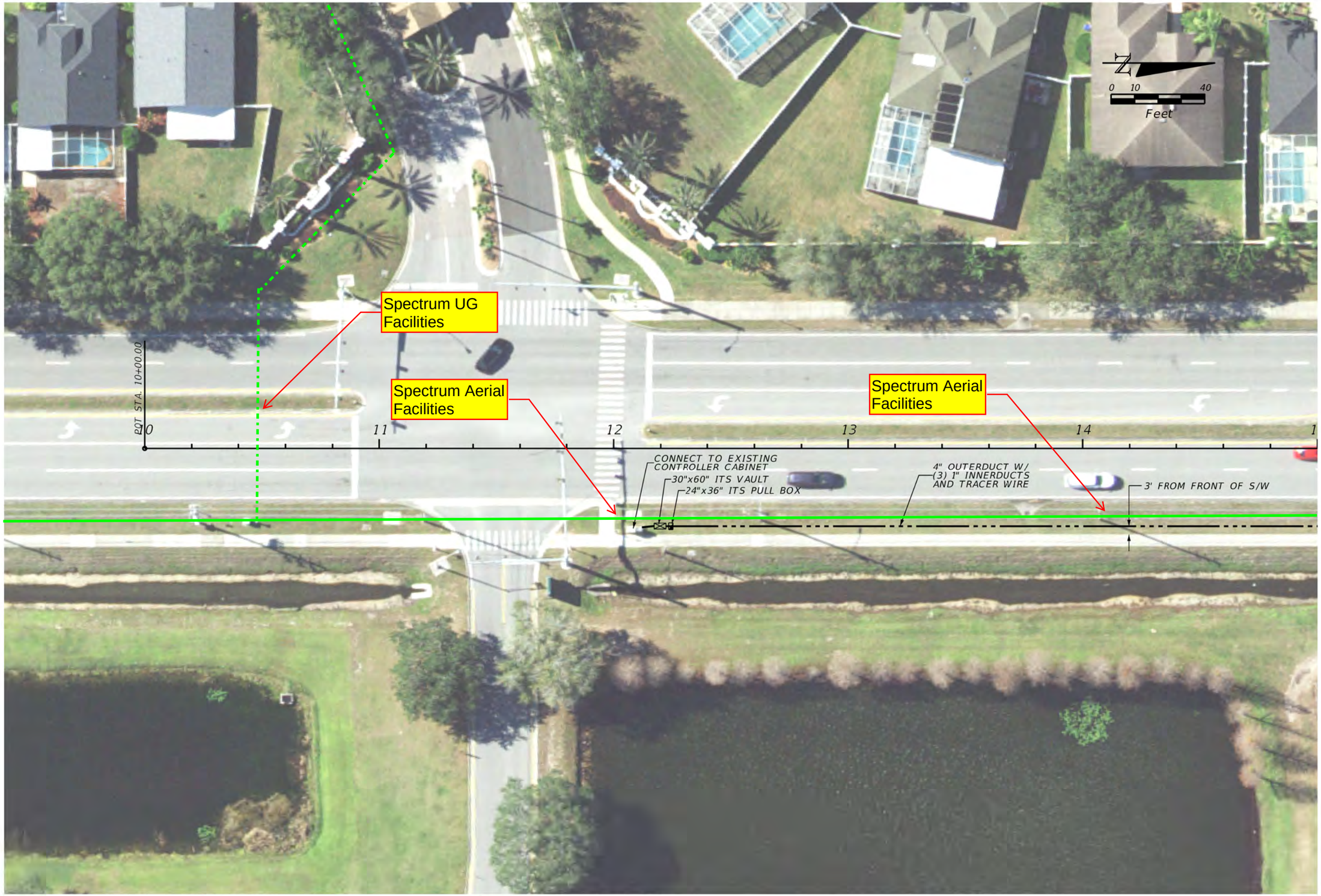
SHEET NO.
I-1

$DATE$ $TIME$ $FILE$



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7026 Little Road, New Port Richey, Fl 34653
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Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

INTERCONNECT PLAN SHEET (1)

SHEET NO. I-4

$USERS $DATES $TIMES $FILES



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PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

INTERCONNECT PLAN SHEET (2)

SHEET NO. I-5

$USERS $DATES $TIMES $FILES



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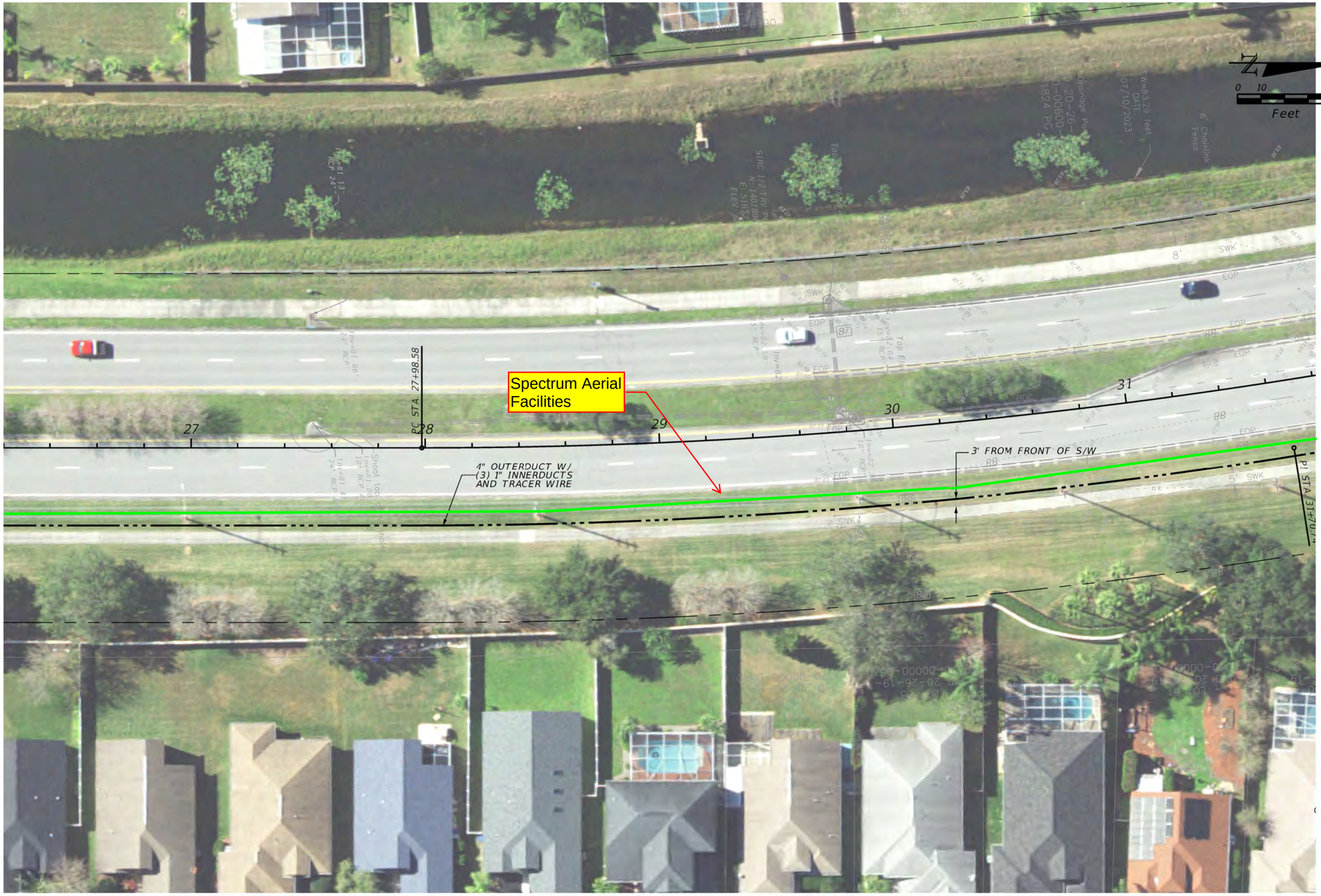
PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

INTERCONNECT PLAN SHEET (3)

SHEET NO. I-6

$USERS $DATES $TIMES $FILES



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PASCO COUNTY
ENGINEERING SERVICES

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COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

INTERCONNECT PLAN SHEET (4)

SHEET NO. I-7

$USER$ $DATE$ $TIME$ $FILE$

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Spectrum Aerial Facilities

Spectrum Aerial Facilities

Spectrum Aerial Facilities

Spectrum UG Facilities

COLLIER PARKWAY
Asphalt Pavement
R/W Width Varies

PCC STA. 35+36.87

COLLIER PLACE PB 35, PAGE 37

PLANTATION PALMS BLVD
Asphalt Pavement
100' R/W

PLANTATION PALMS PHASE ONE PB 39, PAGE 66

PLANTATION PALMS PHASE THREE-D PB 41, PAGE 72

CONNECT TO PROPOSED CONTROLLER CABINET

30"x60" ITS VAULT

24"x36" ITS PULL BOX

3' FROM FRONT OF S/W

4" OUTERDUCT W/ (3) 1" INNERDUCTS AND TRACER WIRE

24"x36" ITS PULL BOX

12' UTILITY EASEMENT

CURVE DATA CL1
PI STA. = 31+70.74
Δ = 17° 50' 40" (LT)
D = 2° 25' 01"
R = 2,370.50
T = 372.16
L = 738.28
PC STA. = 27+98.58
PT STA. = 35+36.87

0 10 40
Feet

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7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

INTERCONNECT PLAN SHEET (6)

SHEET NO. I-8

$USERS $DATES $TIMES $FILES

Tampa Electric Company
Energy Delivery Construction Services
P.O. Box 111
Tampa, FL 33601

Date: July 23, 2024

Attn: Joy Benedetti

Project Location: Plantation Palms Blvd and Collier Parkway

Project #: 124406604

Thank you for the notification of the above referenced project. Tampa Electric Company has reviewed the enclosed plans and it has been determined that:

☐ Tampa Electric Company (TEC) has facilities in the area of your proposed construction that do not appear to be in conflict. Please maintain caution when working near TEC facilities. If TEC facilities are damaged please call 877-588-1010 immediately. If the proposed construction will require assistance from TEC, please contact TEC One Source Department at 813-635-1500 and allow 21 calendar days for TEC to schedule our work.

☐ Tampa Electric Company has facilities in the area of your proposed construction, which do appear to be in conflict. Please see the attached as-builts and resubmit updated plans for review.

☐ Tampa Electric Company has facilities in the area of your proposed construction, which may have potential conflicts. Once we have received preliminary plans, we will then be able to provide you with green line mark-ups for your reference and review.

☒ Tampa Electric Company does not have facilities in your proposed construction area.

Please contact Sunshine State One Call, Inc. at least 48 hours prior to construction service by calling toll free 1-800-432-4770.

**TEC Facilities include: Transmission, Distribution, Lighting & Telecom/Fiber*

Thank you for your cooperation.

Arielle Sylvester
R/W and Govt. Liaison
813-395-2521

Hunter Brown

From: Jonah J. Johnson <jjjohnson@pascocountyfl.net>
Sent: Thursday, November 7, 2024 2:14 PM
To: Joy Benedetti
Cc: Jeffrey M. Moncalian
Subject: RE: Sunshine Ticket #124406604 Plantation Palms Blvd and Collier Parkway
Attachments: Screenshot (25).png

Good afternoon,

Joy, the only utilities Pasco County Traffic Operation has in conflict is the traffic signal Collier Parkway & Killington Ave. If you have any more question please contact Pasco County Traffic Operations.

Thanks,
Jonah

Jonah Johnson
Traffic Operations Locator Tech II
Public Infrastructure/ Engineering Services Department
Pasco County
P: 727-847-8139
Cell: (727) 494-5234
7536 State Street, Suite 138
New Port Richey, FL 34654
Jjjohnson@pascocountyfl.net
www.mypasco.net

From: Joy Benedetti <joy@coastaldesignconsultants.com>
Sent: Wednesday, November 6, 2024 8:48 AM
To: Jonah J. Johnson <jjjohnson@pascocountyfl.net>
Cc: Jeffrey M. Moncalian <jmoncalian@pascocountyfl.net>; Venkat Vattikuti <vvattikuti@pascocountyfl.net>
Subject: RE: Sunshine Ticket #124406604 Plantation Palms Blvd and Collier Parkway

Good morning,
Attached is the updated plan set for the above referenced project.
Please review our 60% plans and identify your utilities within our project area.

Please let us know if you have any questions or need additional information.

Thank you,

Joy Benedetti
Permit Coordinator
Coastal Design Consultants, Inc.
7026 Little Road
New Port Richey, FL 34654

Hunter Brown

From: George R. DeMint <gdemint@pascocountyfl.net>
Sent: Monday, March 10, 2025 2:38 PM
To: Hunter Brown
Cc: Atef Hanna
Subject: RE: Sunshine Ticket # 124406604 Plantation Palms Blvd and Collier Parkway

Sounds good to me

Sincerely,

George R. DeMint III
Civil Designer/ Map Tech
Utilities Engineering and Contract Management
Pasco County
P 813-235-6193 Ext. 6940
C 727-484-8979
19420 Central Blvd.
Land O' Lakes, FL 34637
gdemint@pascocountyfl.net
www.pascocountyfl.net

We laugh at Honor and are
Shocked to find traitors in our mist.
C.W. Lewis

From: Hunter Brown <Hunter@coastaldesignconsultants.com>
Sent: Monday, March 10, 2025 2:32 PM
To: George R. DeMint <gdemint@pascocountyfl.net>
Cc: Atef Hanna <ahanna@pascocountyfl.net>
Subject: RE: Sunshine Ticket # 124406604 Plantation Palms Blvd and Collier Parkway

Understood. We conducted a SUE survey for the (2) proposed pole locations.....see attached. The SUE survey indicated the middle line to be reclaim so I will leave the plans as-is.

Thank you for your help.

Hunter P. Brown, P.E.
Project Engineer
Coastal Design Consultants, Inc.
7026 Little Road
New Port Richey, FL 34654
Ph. (727) 849-8010
Cell (352) 585-2950
Fax (727) 849-8020
Email: hunter@coastaldesignconsultants.com

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accuracy for its intended use. Only original signed and sealed, record documents are considered accurate and reliable.

From: George R. DeMint <gdemint@pascocountyfl.net>
Sent: Monday, March 10, 2025 2:23 PM
To: Hunter Brown <Hunter@coastaldesignconsultants.com>
Cc: Atef Hanna <ahanna@pascocountyfl.net>
Subject: RE: Sunshine Ticket # 124406604 Plantation Palms Blvd and Collier Parkway

Hello Hunter,
I would go with the atlas map in this case it may take a little more investigation, this is a responsibility of the designer's company to do a sue survey prior to Design/construction.

Sincerely,

George R. DeMint III
Civil Designer/ Map Tech
Utilities Engineering and Contract Management
Pasco County
P 813-235-6193 Ext. 6940
C 727-484-8979
19420 Central Blvd.
Land O' Lakes, FL 34637
gdemint@pascocountyfl.net
www.pascocountyfl.net
We laugh at Honor and are
Shocked to find traitors in our mist.
C.W. Lewis

From: Hunter Brown <Hunter@coastaldesignconsultants.com>
Sent: Monday, March 10, 2025 1:42 PM
To: George R. DeMint <gdemint@pascocountyfl.net>
Cc: Atef Hanna <ahanna@pascocountyfl.net>
Subject: RE: Sunshine Ticket # 124406604 Plantation Palms Blvd and Collier Parkway

George –

Based on the attached PCU Atlas Map, the reclaim is located between the WM & the FM. Which one is correct?

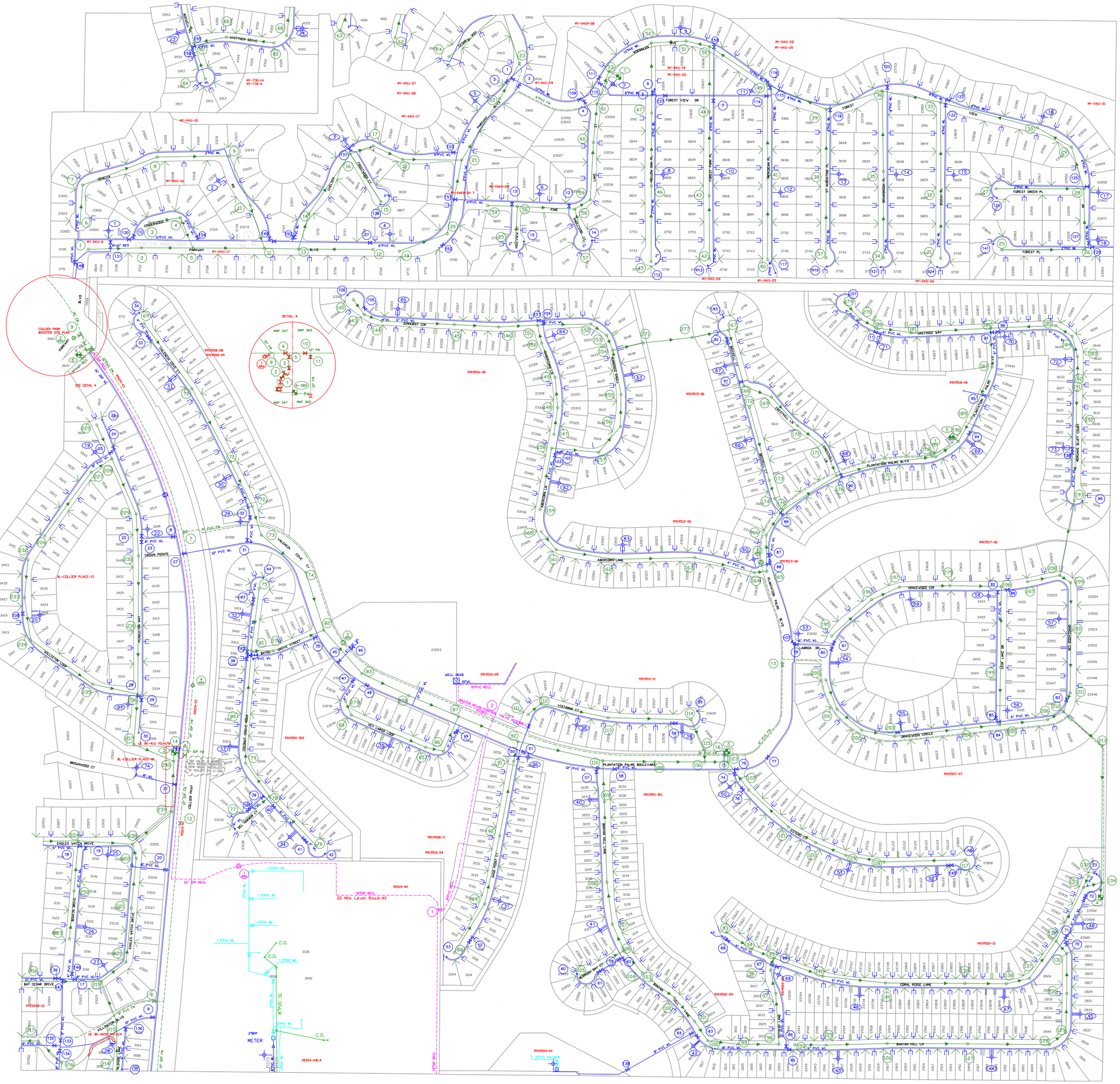
Sincerely,

Hunter P. Brown, P.E.
Project Engineer
Coastal Design Consultants, Inc.
7026 Little Road
New Port Richey, FL 34654
Ph. (727) 849-8010
Cell (352) 585-2950
Fax (727) 849-8020

364

347

383



366

LEGEND

- WATER MAIN (WM)
- WELL
- FIRE HYDRANT
- FIRE HYDRANT NUMBER
- DOUBLE SERVICE WATER LATERAL
- SINGLE SERVICE LATERAL
- REDUCER
- GATE VALVE
- METER
- ABANDONNED MAIN WM, SM, FM, RM
- PRIVATE UTILITY WATER MAIN

P.S.R. = PRIVATE SITE RESTORATION
N.C.M. = NOT COUNTY MAINTAINED

- SEWER GRAVITY MAIN (SM)
- FORCE MAIN (FM)
- SEWER MANHOLE
- SEWER MANHOLE NUMBER
- SEWER GRAVITY FLOW DIRECTION
- SEWER GRAVITY SERVICE LATERAL
- LIFT/PUMP STATION NUMBER
- LIFT/PUMP STATION (LS/PS)
- PRIVATE UTILITY SERVICE AREA
- PRIVATE UTILITY SEWER GRAVITY MAIN
- PRIVATE UTILITY FORCE MAIN

- RECLAMED MAIN (RM)
- DOUBLE RECLAIMED SERVICE LATERAL
- SINGLE RECLAIMED SERVICE LATERAL
- BACK FLOW PREVENTER OR CHECK VALVE
- BLOW-OFF OR CLEAN OUT
- AIR RELEASE VALVE
- AIR RELEASE VALVE NUMBER
- VALVE NUMBER
- PRIVATE UTILITY RECLAIMED MAIN

NOTE: ALL SEWER GRAVITY MAIN, 8" PVC UNLESS NOTED OTHERWISE.

PASCO COUNTY UTILITIES SYSTEM MAP CONTENTS

Prepared by Pasco County Utilities Department

This map is provided for information purposes only, and is not intended to be a commitment that utilities services are available. This map is a sketch only, and should not be relied on for design purposes.

WATER ATLAS MAP
SEWER ATLAS MAP
RECLAIMED ATLAS MAP

ACAD FILE:	DRAWN BY:	DATE:
MAP365.dwg	GB/XB/XB/GB/XB/GB	4/29/2024

SEC.	TWN.	RNG.
20	26	19

SCALE: 1"= 200' / 1"= 400'

365

UTILITY WORK SCHEDULE
(UWS)

Project: Plantation Palms & Collier Parkway Traffic Signal

CIP Number:

Project ID: EDO24-009

Road Name / No.: Collier Parkway / Plantation Palms Blvd.

A. Summary of Utility Work and Execution

	Estimated Time (calendar days)
Total Time Prior To CIP Project Construction	103
Total Time During CIP Project Construction	0

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to Pasco County, the County's Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this Capital Improvement Plan (CIP) project. The following data is based on preliminary construction plans dated **April 11, 2024,** Any deviation by PascoCounty or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by Pasco County of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO, and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify Pasco County in writing prior to starting, stopping, resuming, or completing work.

UAO Project Representative: Kraivuth Choeykrajang Telephone Number: 941-504-4681

UAO Field Representative: Paul Lineberry Telephone Number: 813-838-8867

This document is a printout of a form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".

You MUST signify by selecting or checking which of the following applies:

☒ No changes to forms document.
☐ Appendix "Changes to Forms Document" is attached.____Number of Attachment Pages.

Authorized Utility Agent:	****Engineer of Record (EOR):**	**Acceptance by Pasco County:**
(Signature)	**(Signature)**	**(Signature)**
Kraivuth Choeykrajang	Hunter P Brown, P.E.	
(Printed Name)	**(Printed Name)**	**(Printed Name)**
Engr, Network III	Engineer of Record	
(Title)	**(Title)**	**(Title)**
(Date)	**(Date)**	**(Date)**

(When requested by the District, the EOR will attest to compatibility of plans, specifications, and Utility Work Schedule)**

UTILITY WORK SCHEDULE (UWS)

Project: Plantation Palms & Collier Parkway Traffic Signal

CIP Number:

Project ID: ED024-009

Road Name / No.: Collier Parkway / Plantation Palms Blvd.

B. Special Conditions / Constraints

1: Frontier Relocation Activities will not commence until receipt of Approved UWS which created based on FDOT road plans dated on this UWS form, and Approved Permits.

2: Frontier Inspector will be available for the pre-construction meeting in the field and be the point of contact for Frontier Construction for the Road Contractor for the duration of the project.

3: Frontier Working Days are during normal business hours, Monday – Friday, 7:30 am – 5:00 pm (excluding Holidays). Frontier will arrange any works after hour with an advance notice through Frontier field representative.

4: Frontier facilities that are to remain in place will be located and protected during construction.

5: Frontier requests Road Contractor to notify Frontier Demetria Thomas at 727-365-5214, 48 hours prior to start of construction.

6: Frontier is to have access throughout the duration of the project to monitor and maintain Frontier facilities for the ability to provide service.

7: Frontier requests road contractor to contact Frontier 48 hours (Mon-Fri) prior to Frontier monitoring / adjustments works during construction.

8: Frontier requests a copy of the CPM upon approval by FDOT.

9: Per OSHA Regulations, Frontier will prohibit work to be performed when adverse weather conditions that would jeopardize the safety of Frontier's crews.

10.Hold/Guard/Monitor may include the use of sheeting, shoring and bracing of (FRONTIER) facilities and should be decided upon by Field Representatives of (FRONTIER) in coordination with the Departments Contractor on a case by case basis. This by no means relieves the Contractor of its responsibilities as written in Statute 556 and contract documents.

PASCO COUNTY ENGINEERING SERVICES

UTILITY WORK SCHEDULE (UWS)

Project: Plantation Palms & Collier Parkway Traffic Signal

CIP Number:

Project ID: ED024-009

Road Name / No.: Collier Parkway / Plantation Palms Blvd.

C. Disposition of Facilities (List All Existing & Proposed) on Project:

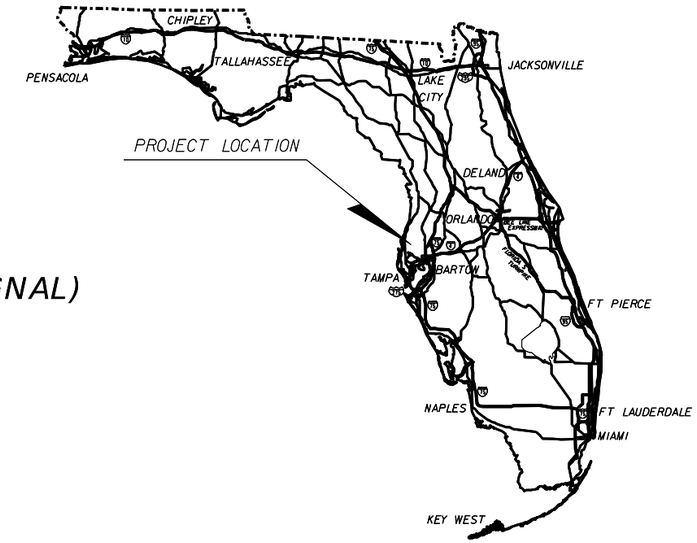
UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. PHASE NUMBER	CONSECUTIVE CALENDAR DAYS
(3) BT & (2)4" PVC / 67' to 73'+/- Lt / Sta. 33+60 to Sta. 34+53	Cables and conduit to cut and replace for adjustment out of proposed strain pole	Stake of strain pole center line pole 1	N/A	11
(3) BT & (2)4" PVC / 67'+/- Lt / Sta. 33+60 to Sta. 34+53	To be removed	After new facilities test and operate	N/A	2
Frontier work	Work order design, approval, and permit 45 days, and materials 45 days	N/A	N/A	90

PASCO COUNTY
ENGINEERING SERVICES
CONTRACT PLANS

COLLIER PARKWAY
(PLANTATION PALMS BLVD. & COLLIER PKWY. TRAFFIC SIGNAL)

SIGNAL PLANS & INTERCONNECT PLANS

TASK ORDER NO. EDO24-009
WORK ORDER NO. SIG004119



PREPARED FOR:

PASCO COUNTY ENGINEERING SERVICES DEPARTMENT
5418 SUNSET ROAD
NEW PORT RICHEY, FLORIDA 34652

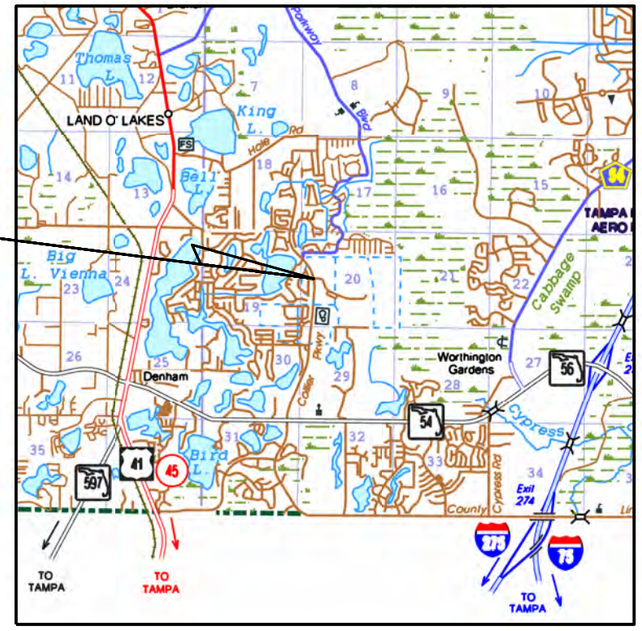
COMPONENTS OF CONTRACT PLAN SET

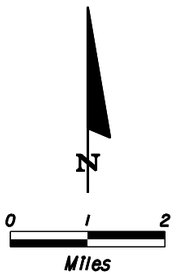
SIGNAL PLANS
INTERCONNECT PLANS

INDEX OF SIGNAL PLANS

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
T-2	SIGNALIZATION GENERAL NOTES
T-3	TABULATION OF QUANTITIES
T-4	SIGNING & MARKING PLAN
T-5	SIGNALIZATION PLAN
T-6	GUIDE SIGN WORKSHEET
T-7	STRAIN POLE SCHEDULE
T-8	TABLE OF VARIABLES
T-9	STRAIN POLE DETAILS
T-10	REPORT OF CORE BORINGS
I-1 - 1-12	INTERCONNECT DETAILS
M-1	MAINTENANCE OF TRAFFIC DETAILS

PROJECT LOCATION





PASCO COUNTY COMMISSIONERS

DISTRICT 1	RONALD OAKLEY - CHAIR
DISTRICT 2	SETH WEIGHTMAN
DISTRICT 3	KATHRYN STARKEY - VICE CHAIR
DISTRICT 4	LISA YEAGER
DISTRICT 5	JACK MARIANO

COUNTY ADMINISTRATOR MIKE CARBALLA, P.E.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

PREPARED BY:

COASTAL DESIGN CONSULTANTS, INC.
7026 LITTLE ROAD
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 849-8010
FAX: (727) 849-8020
ENGINEERING BUSINESS NO. 00009572

ENGINEER OF RECORD:

HUNTER P. BROWN, P.E.
P.E. No. 74664

100% PLANS
NOVEMBER 4, 2024

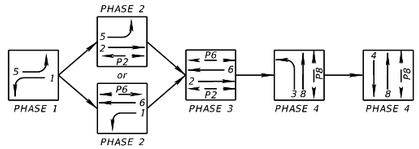
PASCO COUNTY PROJECT MANAGER: WILL POON, P.E.

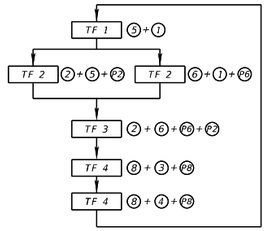
ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

FISCAL YEAR	SHEET NO.
2024	1

$DATE$ $TIME$ $FILE$

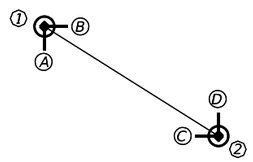
SPECIAL SIGNAL OPERATING PLAN





CONTROLLER OPERATIONS:
- MAJOR STREET IS COLLIER PARKWAY.
- MINOR STREET IS PLANTATION PALMS BOULEVARD/CROWN POINTE.
- THE CONTROLER SHALL BE WIRED FOR SOP NO. 10, BUT SHALL INITIALLY OPERATE WITH SEPECIAL SOP.
- REFER TO GENERAL NOTES SHEET FOR CONTROLLER REQUIREMENTS.

STREET NAME SIGN DETAILS



700-5-22 4 EA

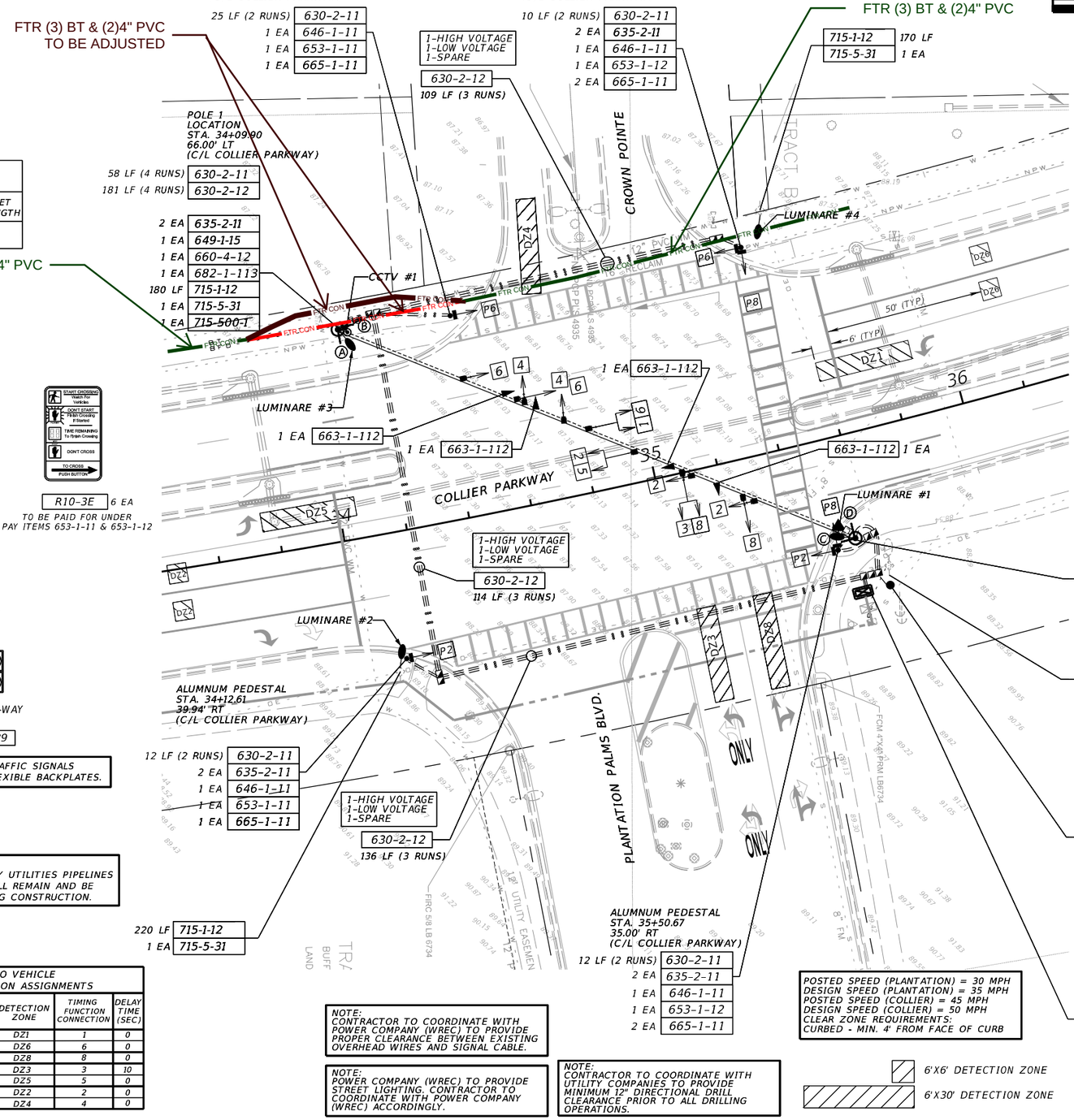
REFER TO SHEET T-6 FOR DETAILS

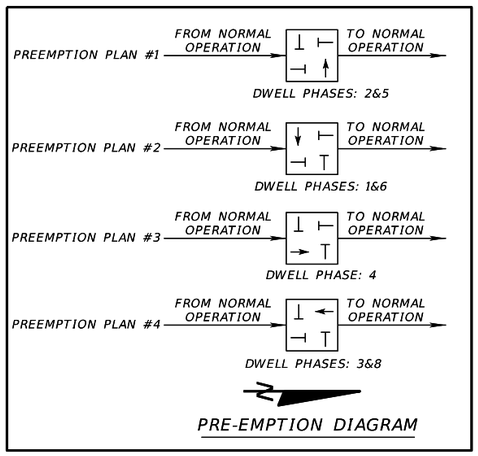
LIGHTNING & MOUNTIING

LUMINAIRE	TYPE	HEIGHT	BRACKET ARM LENGTH
1,2,3,4	ERL2-1-25-C5-40	35'	10'

NOTE:
660-4-12
VIDEO DETECTION CAMERA TO BE MOUNTED AT A MINIMUM HEIGHT OF 30'. IF POLE IS TOO SHORT, INSTALL A POLE EXTENDER.

FTR (3) BT & (2)4" PVC





PRE-EMPTION DIAGRAM

P2
P6

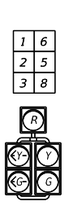
PED. SIGNAL COUNT-DOWN 1-SECT., 1-WAY, LED
653-1-11 2 EA

P6 P8
P8 P2

PED. SIGNAL COUNT-DOWN 1-SECT., 2-WAY, LED
653-1-12 2 EA

R10-3E 6 EA
TO BE PAID FOR UNDER PAY ITEMS 653-1-11 & 653-1-12





3-SECT., 1-WAY 7 AS
650-1-34

5-SECT., 1-WAY 3 AS
650-1-39

ALL VEHICULAR TRAFFIC SIGNALS SHALL HAVE 2" FLEXIBLE BACKPLATES.

UTILITY NOTE:
ALL PASCO COUNTY UTILITIES PIPELINES AND ASSETES SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION.

CONTROLLER TIMINGS

TIMING FUNCTION	1	2	3	4	5	6	7	8
MOVEMENT NUMBER	1	2	3	4	5	6	--	8
MOVEMENT	SBL	NB	WBL	EB	NBL	SB	--	WB
MINIMUM GREEN	5.0	20.0	5.0	10.0	5.0	20.0	--	10.0
MAXIMUM GREEN I	20.0	60.0	20.0	20.0	20.0	60.0	--	20.0
MAXIMUM GREEN II	--	--	--	--	--	--	--	--
YELLOW CLEARANCE	4.8	4.8	3.7	3.7	4.8	4.8	--	3.7
RED CLEARANCE	2.0	2.4	2.6	2.8	2.0	2.4	--	2.8
PEDESTRIAN WALK	--	7.0	--	7.0	--	7.0	--	7.0
PEDESTRIAN CLEARANCE	--	36.0	--	--	--	26.0	--	28.0
RECALL	NONE	MIN	NONE	NONE	NONE	MIN	--	NONE

SIGNAL TIMINGS ARE INITIAL AND MAY REQUIRE FIELD ADJUSTMENTS.

THE CONTRACTOR SHALL VERIFY WITH THE VEHICLE DETECTION SYSTEM MANUFACTURER THAT THE PROPOSED DEGREE OF ANGLE / VEHICLE DETECTION EQUIPMENT MOUNTING LOCATION IS ACCEPTABLE. IF NOT ACCEPTABLE, THE CONTRACTOR SHALL COORDINATE WITH THE VEHICLE DETECTION SYSTEM MANUFACTURER AND PASCO COUNTY FOR ACCEPTABLE MOUNTING ANGLES / LOCATIONS.

SPECIAL NOTES:
VIDEO CAMERA (VD)
(DZ) DETECTION ZONE

VIDEO VEHICLE DETECTION ASSIGNMENTS

CAMERA DETECTOR NUMBER	SIZE	DETECTION ZONE	TIMING FUNCTION CONNECTION	DELAY TIME (SEC)
VD1	6'x30'	DZ1	1	0
	6'x6'	DZ6	6	0
	6'x30'	DZ8	8	0
	6'x30'	DZ3	3	10
	6'x30'	DZ5	5	0
	6'x6'	DZ2	2	0
	6'x30'	DZ4	4	0

NOTE:
CONTRACTOR TO COORDINATE WITH POWER COMPANY (WREC) TO PROVIDE PROPER CLEARANCE BETWEEN EXISTING OVERHEAD WIRES AND SIGNAL CABLE.

NOTE:
POWER COMPANY (WREC) TO PROVIDE STREET LIGHTING. CONTRACTOR TO COORDINATE WITH POWER COMPANY (WREC) ACCORDINGLY.

NOTE:
CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES TO PROVIDE MINIMUM 12" DIRECTIONAL DRILL CLEARANCE PRIOR TO ALL DRILLING OPERATIONS.

POSTED SPEED (PLANTATION) = 30 MPH
DESIGN SPEED (PLANTATION) = 35 MPH
POSTED SPEED (COLLIER) = 45 MPH
DESIGN SPEED (COLLIER) = 50 MPH
CLEAR ZONE REQUIREMENTS:
CURBED - MIN. 4' FROM FACE OF CURB

6'X6' DETECTION ZONE
6'X30' DETECTION ZONE

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

SIGNAL PLAN

SHEET NO. T-5

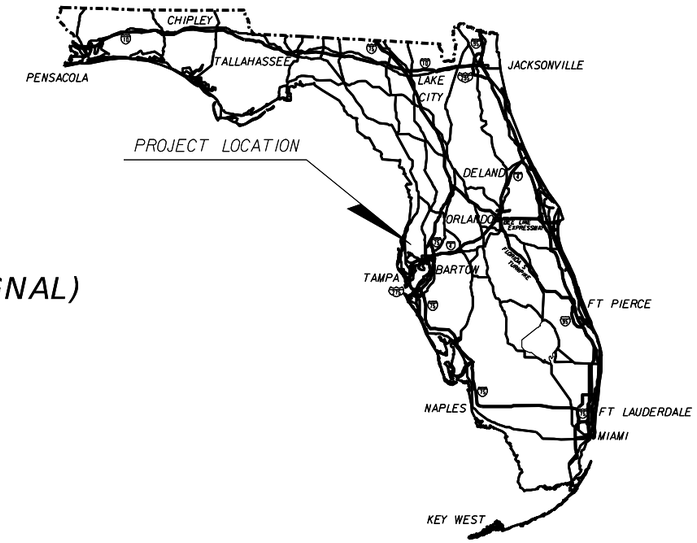
$USER$ $DATE$ $TIME$ $FILE$

PASCO COUNTY
ENGINEERING SERVICES
CONTRACT PLANS

COLLIER PARKWAY
(PLANTATION PALMS BLVD. & COLLIER PKWY. TRAFFIC SIGNAL)

SIGNAL PLANS & INTERCONNECT PLANS

TASK ORDER NO. EDO24-009
WORK ORDER NO. SIG004119



PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PREPARED FOR:

PASCO COUNTY ENGINEERING SERVICES DEPARTMENT
5418 SUNSET ROAD
NEW PORT RICHEY, FLORIDA 34652

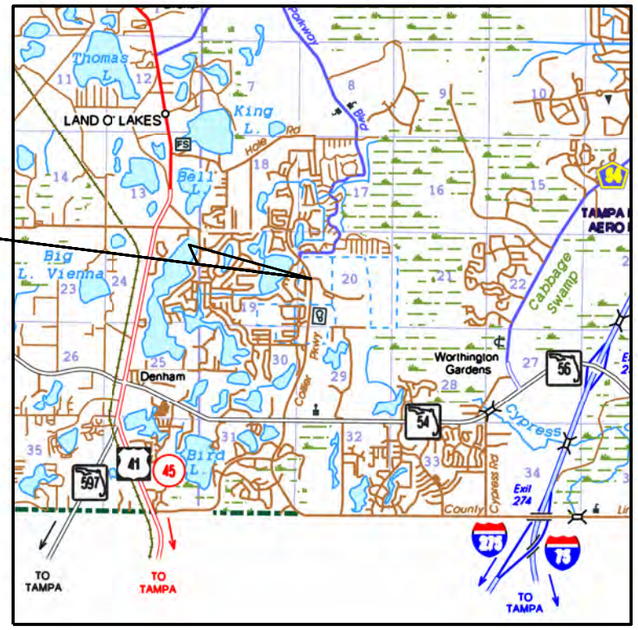
COMPONENTS OF CONTRACT PLAN SET

SIGNAL PLANS
INTERCONNECT PLANS

INDEX OF SIGNAL PLANS

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
T-2	SIGNALIZATION GENERAL [illegible]
T-3	TABULATION OF QUANTITIES
T-4	[illegible]
T-5	SIGNALIZATION PLAN
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
M-1	MAINTENANCE OF TRAFFIC DETAILS

PROJECT LOCATION



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PASCO COUNTY COMMISSIONERS

DISTRICT 1	RONALD OAKLEY - CHAIR
DISTRICT 2	SETH WEIGHTMAN
DISTRICT 3	KATHRYN STARKEY - VICE CHAIR
DISTRICT 4	LISA YEAGER
DISTRICT 5	JACK MARIANO

COUNTY ADMINISTRATOR MIKE CARBALLA, P.E.

MCI METRO ACCESS TRANSMISSION SERVICES

verizon
7701 E Telecom Pkwy
Temple Terrace, FL 33637
MCI AND VERIZON WIRELESS
RGB BY MICHAEL KROL
DATE: 03.18.2025
michael.krol@verizon.com
CELL: (813) 410-4803

...ans for Road and
...uctures Plans
...pecifications
...oks

COASTAL DESIGN CONSULTANTS

PREPARED BY:

COASTAL DESIGN CONSULTANTS, INC.
7026 LITTLE ROAD
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 849-8010
FAX: (727) 849-8020
ENGINEERING BUSINESS NO. 00009572

ENGINEER OF RECORD:

HUNTER P. BROWN, P.E.
P.E. No. 74664

100% PLANS
NOVEMBER 4, 2024

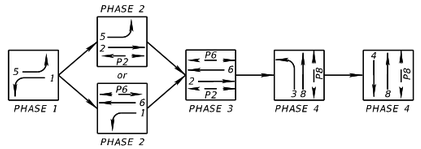
PASCO COUNTY PROJECT MANAGER: WILL POON, P.E.

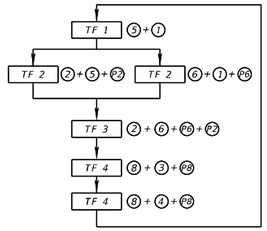
ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

FISCAL YEAR	SHEET NO.
2024	1

$DATE$ $TIME$ $FILE$

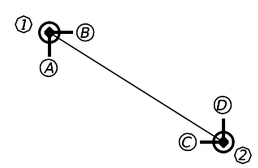
SPECIAL SIGNAL OPERATING PLAN





CONTROLLER OPERATIONS:
- MAJOR STREET IS COLLIER PARKWAY.
- MINOR STREET IS PLANTATION PALMS BOULEVARD/CROWN POINTE.
- THE CONTROLER SHALL BE WIRED FOR SOP NO. 10, BUT SHALL INITIALLY OPERATE WITH SEPECIAL SOP.
- REFER TO GENERAL NOTES SHEET FOR CONTROLLER REQUIREMENTS.

STREET NAME SIGN DETAILS

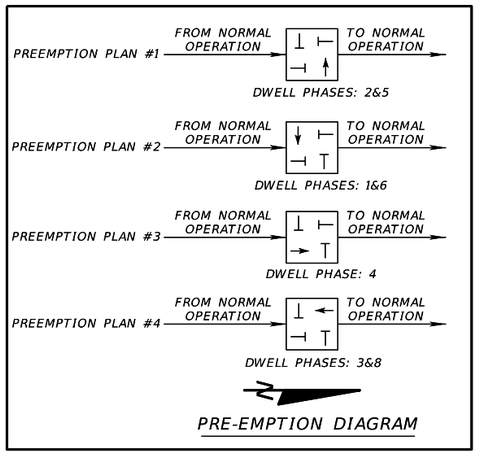


700-5-22 4 EA

REFER TO SHEET T-6 FOR DETAILS

LIGHTNING & MOUNTIING			
LUMINAIRE	TYPE	HEIGHT	BRACKET ARM LENGTH
1,2,3,4	ERL2-1-25-C5-40	35'	10'

NOTE:
660-4-12 VIDEO DETECTION CAMERA TO BE MOUNTED AT A MINIMUM HEIGHT OF 30'. IF POLE IS TOO SHORT, INSTALL A POLE EXTENDER.



PRE-EMPTION DIAGRAM

P2 / P6 — PED. SIGNAL COUNT-DOWN 1-SECT., 1-WAY, LED — 653-1-11 2 EA

P6 P8 / P8 P2 — PED. SIGNAL COUNT-DOWN 1-SECT., 2-WAY, LED — 653-1-12 2 EA



R10-3E 6 EA

TO BE PAID FOR UNDER PAY ITEMS 653-1-11 & 653-1-12

ALL VEHICULAR TRAFFIC SIGNALS SHALL HAVE 2" FLEXIBLE BACKPLATES.

UTILITY NOTE:
ALL PASCO COUNTY UTILITIES PIPELINES AND ASSETES SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION.

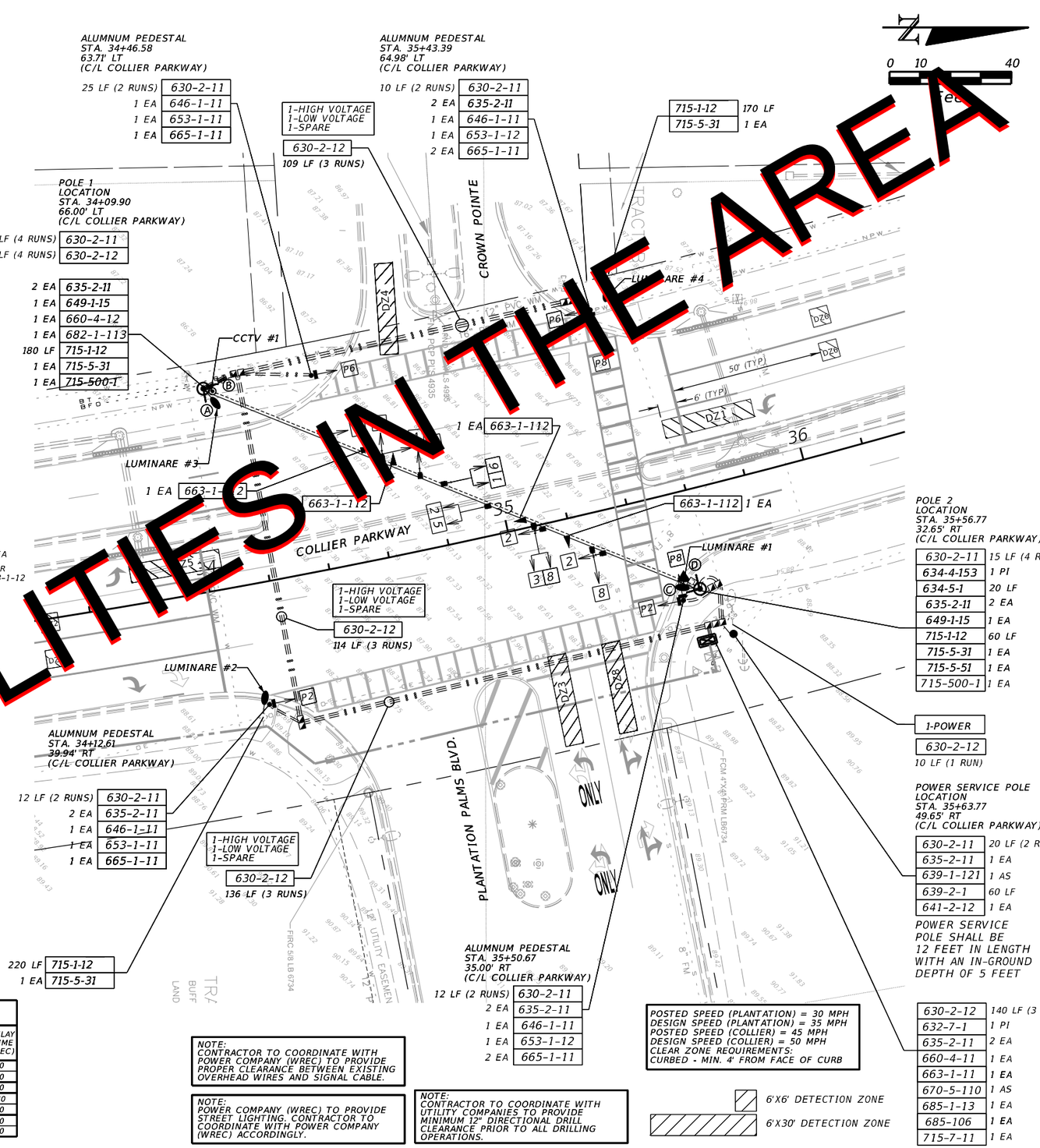
CONTROLLER TIMINGS								
TIMING FUNCTION	1	2	3	4	5	6	7	8
MOVEMENT NUMBER	1	2	3	4	5	6	--	8
MOVEMENT	SBL	NB	WBL	EB	NBL	SB	--	WB
MINIMUM GREEN	5.0	20.0	5.0	20.0	5.0	20.0	--	10.0
MAXIMUM GREEN I	20.0	60.0	20.0	60.0	20.0	60.0	--	20.0
MAXIMUM GREEN II	--	--	--	--	--	--	--	--
YELLOW CLEARANCE	3.7	4.8	3.7	4.8	3.7	4.8	--	3.7
RED CLEARANCE	2.0	2.4	2.0	2.8	2.0	2.4	--	2.8
PEDESTRIAN WALK	--	7.0	--	7.0	--	7.0	--	7.0
PEDESTRIAN CLEARANCE	--	36.0	--	--	--	26.0	--	28.0
RECALL	NONE	MIN	NONE	NONE	NONE	MIN	--	NONE

SIGNAL TIMING ARE ACTUATED AND MAY REQUIRE FIELD ADJUSTMENTS.

THE CONTRACTOR SHALL VERIFY WITH THE VEHICLE DETECTION SYSTEM MANUFACTURER THAT THE PROPOSED DEGREE OF ANGLE OF VEHICLE DETECTION EQUIPMENT MOUNTING LOCATION IS ACCEPTABLE. IF NOT ACCEPTABLE, THE CONTRACTOR SHALL COORDINATE WITH THE VEHICLE DETECTION SYSTEM MANUFACTURER AND PASCO COUNTY FOR ACCEPTABLE MOUNTING ANGLES / LOCATIONS.

SPECIAL NOTES:
VIDEO CAMERA (VD)
(DZ) DETECTION ZONE

VIDEO VEHICLE DETECTION ASSIGNMENTS				
CAMERA DETECTOR NUMBER	SIZE	DETECTION ZONE	TIMING FUNCTION CONNECTION	DELAY TIME (SEC)
VD1	6'x30'	DZ1	1	0
	6'x6'	DZ6	6	0
	6'x30'	DZ8	8	0
	6'x30'	DZ3	3	10
	6'x30'	DZ5	5	0
	6'x6'	DZ2	2	0
	6'x30'	DZ4	4	0



NOTE:
CONTRACTOR TO COORDINATE WITH POWER COMPANY (WREC) TO PROVIDE PROPER CLEARANCE BETWEEN EXISTING OVERHEAD WIRES AND SIGNAL CABLE.

NOTE:
POWER COMPANY (WREC) TO PROVIDE STREET LIGHTING. CONTRACTOR TO COORDINATE WITH POWER COMPANY (WREC) ACCORDINGLY.

NOTE:
CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES TO PROVIDE MINIMUM 12" DIRECTIONAL DRILL CLEARANCE PRIOR TO ALL DRILLING OPERATIONS.

TIES IN THE AREA
NO MCI FACILITIES

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

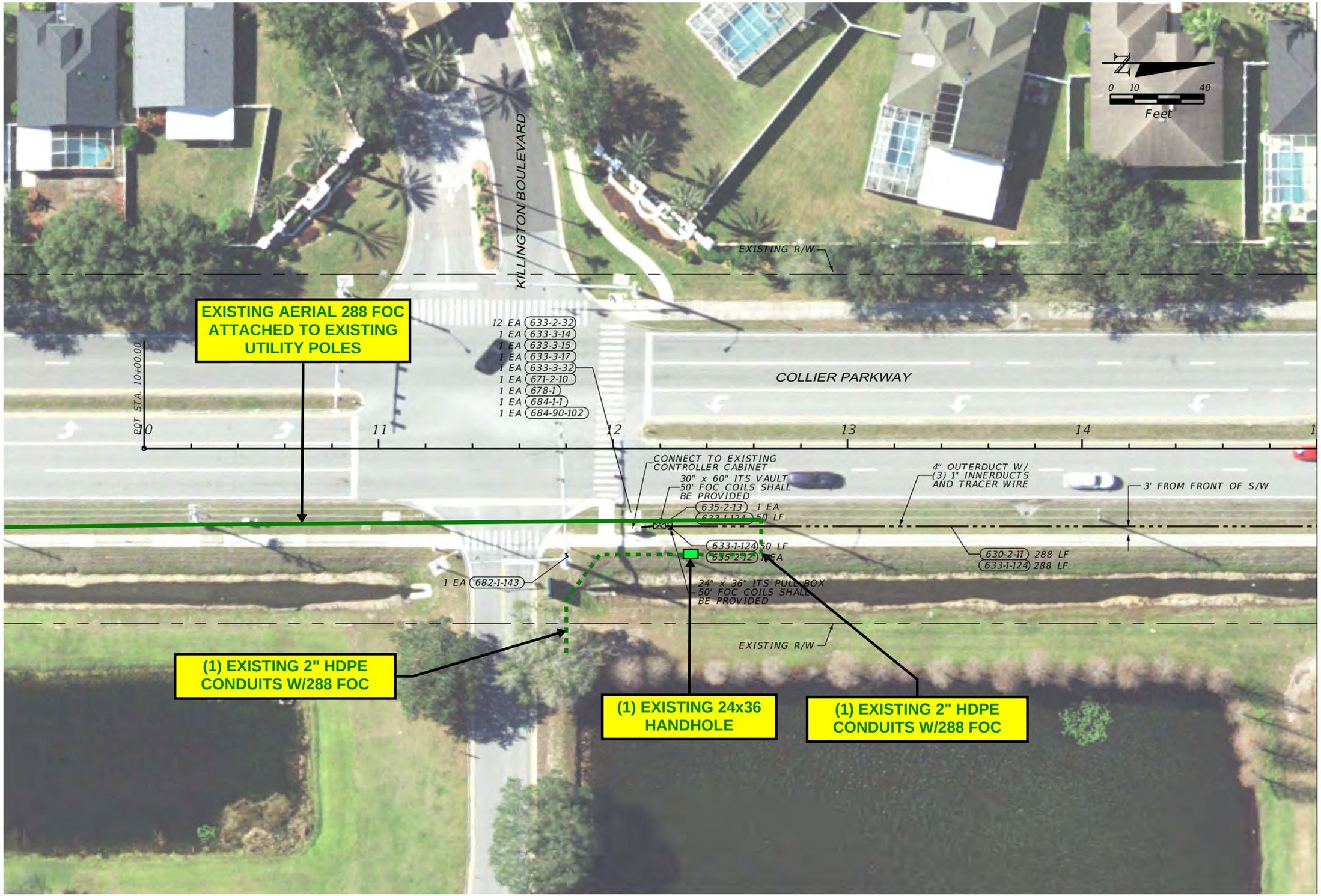
PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

SIGNAL PLAN

SHEET NO. T-5

$USER$ $DATE$ $TIME$ $FILE$



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PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

INTERCONNECT PLAN SHEET (1)

SHEET NO. I-5

$USERS $DATES $TIMES $FILES

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PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

INTERCONNECT PLAN SHEET (2)

SHEET NO. I-6

$USERS $DATES $TIMES $FILES

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NO MCI FACILITIES IN THE AREA

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Certificate of Authorization No. 00009572
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PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

INTERCONNECT PLAN SHEET (3)

SHEET NO. I-7

$USER$ $DATE$ $TIME$ $FILE$

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

INTERCONNECT PLAN SHEET (4)

SHEET NO. I-8

$USER$ $DATE$ $TIME$ $FILE$



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REVISIONS			
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COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

INTERCONNECT PLAN SHEET (5)

SHEET NO. I-9

$USERS $DATES $TIMES $FILES



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

INTERCONNECT PLAN SHEET (6)

SHEET NO. I-10

$USER$ $DATE$ $TIME$ $FILE$

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NO MCI FACILITIES IN THE AREA

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY ENGINEERING SERVICES			
ROAD NO.	COUNTY	WORK ORDER NUMBER	INTERCONNECT PLAN SHEET (7)
COLLIER	PASCO	SIG004119	
		TASK ORDER NUMBER EDO24-009	

SHEET NO. I-11

$USERS $DATES $TIMES $FILES

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

UTILITY WORK SCHEDULE (UWS)

Project Description: Plantation Palms Blvd & Collier Pkwy Traffic Signal

Project Number: Task: EDO24-009/ Work Order: SIG004119

Road Name / No.: Collier Parkway

A. Summary of Utility Work and Execution

	Estimated Time (calendar days)
Total Time Prior To CIP Project Construction	90
Total Time During CIP Project Construction	12

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to Pasco County, the County's Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this Capital Improvement Plan (CIP) project. The following data is based on preliminary construction plans dated **11/04/2024**. Any deviation by Pasco County or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by Pasco County of such a change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO, and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify Pasco County in writing prior to starting, stopping, resuming, or completing work.

UAO Project Representative: Bill Ruland Telephone Number: 727-820-4641

UAO Field Representative: Bill Ruland Telephone Number: 727-820-4641

This document is a printout of a form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".

You MUST signify by selecting or checking which of the following applies:

☐ No changes to forms document.
☐ Appendix "Changes to Forms Document" is attached. ____ Number of Attachment Pages.

Authorized Utility Agent:	****Engineer of Record (EOR):**	**Acceptance by Pasco County:**
(Signature)	**(Signature)**	**(Signature)**
Bill Ruland	Hunter Brown, P.E	William Poon, P.E
(Printed Name)	**(Printed Name)**	**(Printed Name)**
Sr Engineering Technologist	Engineer of Record	Project Manager
(Title)	**(Title)**	**(Title)**
4/23/25		
(Date)	**(Date)**	**(Date)**

(When requested by the District, the EOR will attest to compatibility of plans, specifications, and Utility Work Schedule)**

UTILITY WORK SCHEDULE (UWS)

Project Description: Plantation Palms Blvd & Collier Pkwy Traffic Signal

Project Number: Task: EDO24-009/ Work Order: SIG004119

Road Name / No.: Collier Parkway

B. Special Conditions / Constraints

• Duke Energy Work Order 54442710

• Emergency phone number (800)288-8485; including nights, weekends, and Duke Energy Florida holidays

• “Minimum Clearance Distances” specified in Subpart CC of OSHA Rule 29 CFR Part 1926 (as they pertain to crane/derrick operations), and/or those minimum distances specified in 29 CFR 1910.33©(3) for work in proximity to power lines not covered by this Subpart CC, must be maintained.

• Bucket truck and personnel access must be maintained to all of Duke Energy’s existing and proposed equipment locations throughout the duration of project construction for maintenance and outage construction restoration.

• Any temporary bracing or holding of this UAO's poles, existing or proposed that has not been identified in this work schedule, required for PASCO COUNTY construction, will require advance notice by PASCO COUNTY to this UAO's representative.

• Duke Energy Distribution cannot remove old facilities until new facilities are energized and existing customers services have been relocated, and/or joint use attachments have been removed.

• Work estimated in “Consecutive Calendar Days” is assumed to be non-inclement weather days. Duke Energy’s resources can also be affected by weather not directly contacting the Florida region as the company supports (MUTUAL AID) other utility companies in surrounding areas and states.

UTILITY WORK SCHEDULE (UWS)

Project Description: Plantation Palms Blvd & Collier Pkwy Traffic Signal

Project Number: Task: EDO24-009/ Work Order: SIG004119

Road Name / No.: Collier Parkway

C. Disposition of Facilities (List All Existing & Proposed) on Project:

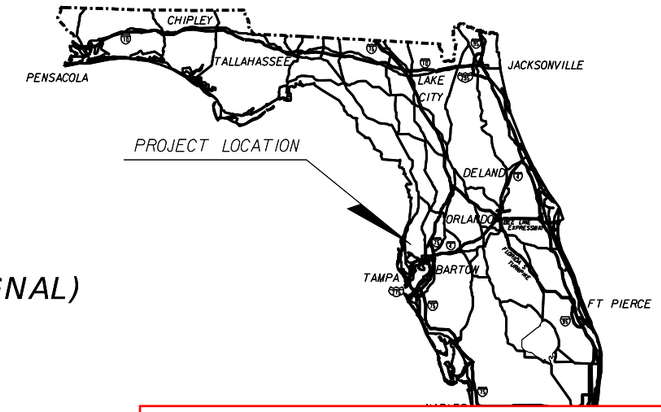
Act. No.	UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T PHASE NUMBER	CONSECUTIVE CALENDAR DAYS	
					PRIOR	DURING
1	ENGINEERING, PERMIT, MATERIAL PROCUREMENT	ENGINEERING, PERMIT, MATERIAL PROCUREMENT	NTP/ APPROVED UWS	NA	90	0
3	PROPOSED WD 45' POLE STA 35+63.00 OFF 49.71R	TO BE INSTALLED	ACTIVITY #1-2	NA	0	3
4	PROPOSED WD 45' POLE STA 36+01.98 OFF 45.65R	TO BE INSTALLED	ACTIVITY #3	NA	0	3
5	PROPOSED WD 45' POLE STA 35+54.71 OFF 69.55L	TO BE INSTALLED	ACTIVITY #4	NA	0	1
6	PROPOSED 7.2KV OH WIRE FROM STA 36+01.98 OFF 45.65R TO STA 35+54.71 OFF 69.55L	TO BE INSTALLED	ACTIVITY #5	NA	0	2
7	EXISTING 7.2KV OH WIRE FROM STA 35+64.86 OFF 43.51R TO STA 35+52.48 OFF 75.01L	TO BE REMOVED	ACTIVITY #1-6	NA	0	1
8	EXISTING WD 45' POLE STA 35+64.86 OFF 43.51R	TO BE REMOVED	ACTIVITY #7	NA	0	1
9	EXISTING WD 45' POLE STA 35+52.48 OFF 75.01L	TO BE REMOVED	ACTIVITY #9	NA	0	1
TOTAL					90	12

PASCO COUNTY
ENGINEERING SERVICES
CONTRACT PLANS

COLLIER PARKWAY
(PLANTATION PALMS BLVD. & COLLIER PKWY. TRAFFIC SIGNAL)

SIGNAL PLANS & INTERCONNECT PLANS

TASK ORDER NO. EDO24-009
WORK ORDER NO. SIG004119



DISTRIBUTION ENGINEER: BILL RULAND
EMAIL: BILL.RULAND@DUKE-ENERGY.COM
PHONE: 727-820-4641
ENGINEERING SUPPORT: MARIAH MADER
EMAIL: MARIAH.MADER@KCI.COM
PHONE: 954-607-9103

PREPARED FOR:

PASCO COUNTY ENGINEERING SERVICES DEPARTMENT
5418 SUNSET ROAD
NEW PORT RICHEY, FLORIDA 34652

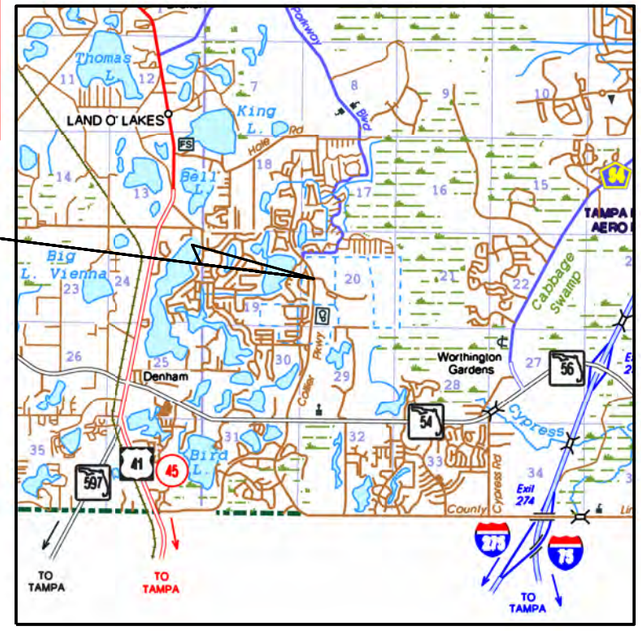
NOTE:
UNDERGROUND ELECTRIC CABLES IN THIS AREA. CALL SUNSHINE 811 (1-800-432-4770) FOR SPECIFIC LOCATIONS.

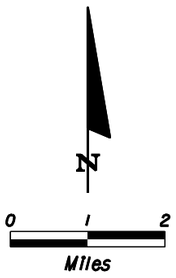
CONFLICTS IDENTIFIED

POLES TO BE REMOVED

STA	OFF
35+52.48	75.01 LT
35+64.86	43.51 RT

SPANS TO BE REMOVED
7.2 KV OE (x1)





COMPONENTS OF CONTRACT PLAN SET

SIGNAL PLANS
INTERCONNECT PLANS

INDEX OF SIGNAL PLANS

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
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T-3	TABULATION OF QUANTITIES
T-4	SIGNING & MARKING PLAN
T-5	SIGNALIZATION PLAN
T-6	GUIDE SIGN WORKSHEET
T-7	STRAIN POLE SCHEDULE
T-8	TABLE OF VARIABLES
T-9	STRAIN POLE DETAILS
T-10	REPORT OF CORE BORINGS
I-1 - 1-12	INTERCONNECT DETAILS
M-1	MAINTENANCE OF TRAFFIC DETAILS

PASCO COUNTY COMMISSIONERS

DISTRICT 1	RONALD OAKLEY - CHAIR
DISTRICT 2	SETH WEIGHTMAN
DISTRICT 3	KATHRYN STARKEY - VICE CHAIR
DISTRICT 4	LISA YEAGER
DISTRICT 5	JACK MARIANO

COUNTY ADMINISTRATOR MIKE CARBALLA, P.E.

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

PREPARED BY:
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NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 849-8010
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ENGINEERING BUSINESS NO. 00009572

ENGINEER OF RECORD:

HUNTER P. BROWN, P.E.
P.E. No. 74664

100% PLANS
NOVEMBER 4, 2024

PASCO COUNTY PROJECT MANAGER: WILL POON, P.E.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

FISCAL YEAR	SHEET NO.
2024	1

$DATE$ $TIME$ $FILE$

PAY ITEM FOOTNOTES:

630-2-AB:
INCLUDES DIRECTIONAL BORE FOR MULTIPLE RUNS IN ONE TRENCH. LINEAR FOOTAGE SHOWN ON PLANS ARE FOR LENGTH OF TRENCH.
ALL CONDUIT RUNS SHOWN ON THE PLANS ARE SCHEMATIC AND FIELD ADJUSTMENTS MAY BE NECESSARY. WITH THE EXCEPTION OF ELECTRICAL POWER SERVICE DUCTS, JACK AND BORE SLEEVES, AND DIRECTIONAL BORE CONDUITS, ALL UNDERGROUND AND UNDER PAVEMENT CONDUITS SHALL BE SCHEDULE 40 PVC WITH A MINIMUM SIZE OF TWO INCHES UNLESS OTHERWISE SPECIFIED IN THE PLANS. CONDUITS INSTALLED WITH THE DIRECTIONAL BORE METHOD SHALL BE HDPE WITH A MINIMUM SIZE OF 2 INCHES.

632-7-1:
EACH PHASE/MOVEMENT SHALL BE WIRED FROM THE SIGNAL DISPLAY TO THE CONTROLLER AS A SEPARATE PHASE/MOVEMENT. THIS INCLUDES THE LEFT TURN MOVEMENT WHICH SHALL HAVE CONDUCTORS AVAILABLE FOR EITHER PROTECTED OR PERMISSIVE MOVEMENTS. THE CONTRACTOR SHALL VERIFY COLOR CODES FOR SIGNAL CABLE AND INTERCONNECT CABLE WITH THE PASCO COUNTY SIGNAL SHOP BEFORE ORDERING AND WIRE THE SIGNAL IN ACCORDANCE WITH THAT COLOR CODE AND F.D.O.T. SPECIFICATIONS. THERE SHALL BE ONE NEUTRAL PER APPROACH.

639-2-1
THE PAYMENT OF THIS ITEM SHALL BE BASED ON THE LINEAR FOOT OF A SINGLE CONDUCTOR.

646-1-11:
ALUMINUM PEDESTALS SHALL BE MOUNTED ON TRANSFORMER BASE.

649-3A-BCC:
AT LOCATIONS WHERE UNDERGROUND UTILITIES ARE IN CLOSE PROXIMITY TO THE SIGNAL POLE FOUNDATION, AS DETERMINED BY THE ENGINEER, THE CONTRACTOR SHALL HAND DIG THE FIRST FOUR FEET OF THE HOLE FOR THE POLE FOUNDATION. THE CONTRACTOR SHALL CONFIRM THE ABSENCE OF UTILITY CONFLICTS AT EACH POLE LOCATION PRIOR TO ORDERING POLES. ANY POTENTIAL CONFLICTS SHALL BE REPORTED TO THE PROJECT ENGINEER PRIOR TO ORDERING POLES.

653-1-11
PEDESTRIAN SIGNALS SHALL BE COUNTDOWN WITH OVERLAY/FILLED/FILLED HAND AND PEDESTRIAN SYMBOLS, AND SHALL BE FDOT APPROVED PRODUCT.

663-1-110
EMERGENCY PRE-EMPTION VEHICAL DETECTION UNIT ITEM SHALL INCLUDE DETECTORS AND ALL OTHER COMPONENTS, HARDWARE, INTERFERENCE PANELS, WIRING, ETC. TO PROVIDE A FULLY FUNCTIONAL SYSTEM AND SHALL BE COMPATIBLE WITH THE PASCO COUNTY SYSTEM. THE CONTRACTOR SHALL COORDINATE WITH THE MAINTAINING AGENCY FOR UNIT ACCEPTANCE AND SHALL BE LISTED IN THE FDOT APPROVED PRODUCT LIST.

665-1-11:
SHALL INCLUDE ADDITIONAL COST OF LABOR AND MATERIALS REQUIRED FOR INSTALLATION OF PEDESTRIAN SIGNAL SIGN FTP-68B-06.

670-5-ABC:
THE CONTROLLER AND CABINET ASSEMBLY SHALL BE PER NOTE 3 UNDER "TRAFFIC SIGNAL CONTROLLER SPECIFICATIONS".

670-5-ABC:
THE CONTRACTOR SHALL NOTIFY THE PASCO COUNTY SIGNAL SHOP AT LEAST 48 HOURS IN ADVANCE OTURNING ON A NEW OR MODIFIED CONTROLLER CABINET ASSEMBLY. CABINET DOOR SHOULD OPEN AWAY FROM TRAFFIC. THE TECHNICIAN SERVICE SLAB SHALL BE A MAXIMUM OF 4" BELOW THE TOP OF THE CONCRETE PAD. THE CONTROLLER SHALL BE HOUSED IN A TYPE "V" CABINET. THE CABINET SHALL INCLUDE AN EIGHT PHASE BACKPLATE WITH A MINIMUM OF 16 POSITIONS ON THE LOAD BAY AND SHALL INCLUDE ADDITIONAL COST OF LABOR, CONCRETE, AND OTHER MATERIALS FOR CONTROLLER BASE, PAD, AND STEPS, AS ONE UNIT.

682-1-40:
INCLUDES POLE, MOUNTING HARDWARE, CABLING, CAMERA, AND POWER SUPPLY.

685-1-13
THE UNINTERRUPTED POWER SUPPLY UNIT (UPS) SHALL BE HOUSED IN A SEPERATE ENCLOSED CABINET OR IN A TRAFFIC SIGNAL CABINET WHICH IS DESIGNED TO HOUSE THE UPS ASSEMBLY IN ADDITION TO THE TRAFFIC SIGNAL CONTROL EQUIPMENT. IF A SEPERATE CABINET IS REQUIRED, THIS PAY ITEM SHALL INCLUDE THE CABINET TO HOUSE THE UPS ASSEMBLY. THE TRAFFIC SIGNAL CABINET CONCRETE BASE SHALL BE LARGE ENOUGH TO SUPPORT THE TRAFFIC SIGNAL CABINET AND THE UPS CABINET. PAYMENT FOR ADDITIONAL CONCRETE BASE, INCLUDING LABOR AND MATERIALS, SHALL BE INCLUDED IN THE TRAFFIC CONTROLLER ASSEMBLY PAY ITEM NUMBER. THE CONTRACTOR SHALL COORDINATE WITH THE PASCO COUNTY SIGNAL SHOP FOR SPECIFICATIONS. THE UPS UNIT SHALL BE OF THE SAME MAKE AND MODEL AS IS CURRENTLY BEING USED BY THE MAINTAINING AGENCY.

700-5-22
SHALL BE L.E.D. EDGE LIT AND SHALL BE LISTED IN THE FDOT APPROVED PRODUCTS LIST. SHOP DRAWINGS FOR INTERNALLY ILLUMINATED STREET NAME SIGNS MUST BE SUBMITTED TO THE PASCO COUNTY TRAFFIC OPERATIONS DIVISION FOR APPROVAL PRIOR TO ORDERING. CONNECT INTERNALLY ILLUMINATED STREET NAME SIGNS TO DEDICATED 15 AMP CIRCUIT BREAKER LOCATED INSIDE THE CONTROLLER CABINET.
SHALL INCLUDE PROPERLY DESIGNED AND SIZED ADJUSTABLE HANGERS, BRACKETS, CLAMPS, AND ALL MISCELLANEOUS HARDWARE NECESSARY TO INSTALL THE SIGNS AS SHOWN IN THE PLANS.

GENERAL NOTES:

1. THE SIGNAL INSTALLATION SHALL BE IN ACCORDANCE WITH THE LATEST VERSIONS OF THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS", FDOT "MINIMUM SPECIFICATIONS FOR FOR TRAFFIC CONTROL SIGNALS AND DEVICES", AND "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" EXCEPT AS SPECIFIED HEREIN.

2. THE LOCATIONS OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. PRIOR TO DIGGING, THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY THE "SUNSHINE STATE ONE CALL" NOTIFICATION CENTER NOT LESS THAN 48 HOURS, NOR MORE THAN FIVE DAYS IN ADVANCE OF ANY OF THE CONTRACTOR'S WORK ACTIVITY WHICH MAY IMPACT ANY UTILITY FACILITY. CALL "SUNSHINE STATE ONE CALL" AT (800) 432-4770. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY FOR HAVING UNDERGROUND CABLE AND UTILITIES LOCATED AND IDENTIFIED BY PROPER AUTHORITIES AT CONSTRUCTION SITES.

3. ONE WEEK PRIOR TO THE TRAFFIC SIGNAL INSTALLATION, THE CONTRACTOR SHALL CONTACT:

A) MR. VENKAT VATTIKUTI, TRAFFIC OPERATIONS MANAGER
PASCO COUNTY TRAFFIC OPERATIONS DIVISION
7536 LITTLE ROAD
NEW PORT RICHEY, FLORIDA 34654
PHONE: (727) 847-8139

4. PRIOR TO ALL TRAFFIC SIGNAL CHANGES (I.E., MAINTENANCE OF TRAFFIC CHANGES, NEW SIGNAL INSTALLATIONS, DIFFERENT PAVEMENT CONFIGURATIONS, ETC.), CONTACT VENKAT VATTIKUTI AT (727)847-8139 FOR IMPLEMENTATION OF APPROPRIATE SIGNAL TIMINGS.

5. THE CONTRACTOR SHALL CONTACT THE LOCAL POWER COMPANY FOR THEIR ASSISTANCE IN PERFORMING ALL NECESSARY WORK UNDER POWER LINES. SUCH WORK SHALL INCLUDE, BUT NOT BE LIMITED TO THE INSTALLATION OF SPAN WIRE, SIGNAL CABLE, FIBERGLASS INSULATORS, AND/OR SIGNAL POLES.

6. THE CONTRACTOR SHALL SUBMIT THE AS-BUILT PLANS TO THE ENGINEER FOR APPROVAL PRIOR TO 48 HOUR TEST. UPON 48 HOUR TEST, THE ENGINEER SHALL PROVIDE AT LEAST ONE COPY OF THE FINAL AS-BUILT PLANS TO PASCO COUNTY.

7. THE SIGNAL SHALL FLASH FOR A MINIMUM OF 48 HOURS BEFORE PLACING INTO FULL OPERATION. FLASHING OPERATION SHALL START ON A MONDAY, TUESDAY OR WEDNESDAY. HOWEVER, THE FLASHING OPERATION SHALL NOT START ON THE DAY PRECEDING A HOLIDAY.

8. THE SIGNAL SHALL BE PLACED IN FULL OPERATION ON A MONDAY, TUESDAY OR WEDNESDAY, BUT SHALL NOT BE PLACED IN FULL OPERATION ON THE DAY PRECEDING A HOLIDAY.

9. DURING TRAFFIC SIGNAL FLASHING OPERATION, THE RED ARROW INDICATION OF ALL 3-SECTION LEFT-TURN HEADS SHALL BE THE FLASHING INDICATION DISPLAYED.

10. SIGNAL TO BE MAINTAINED BY PASCO COUNTY.

PASCO COUNTY TRAFFIC OPERATIONS DIVISION
TRAFFIC SIGNAL CONTROLLER SPECIFICATIONS AND STANDARD PLAN NOTES
MAST ARM WITH VIDEO DETECTION
REV. 7, MARCH 23, 2012

1) A MANDATORY PRE-SIGNALIZATION MEETING SHALL BE HELD PRIOR TO START OF THE PROJECT. ALL MATERIAL SUBMITTALS SHALL BE PROVIDED AT THE MEETING.

2) ALL CONTROLLER AND CABINET ASSEMBLIES SHALL BE IN ACCORDANCE WITH PASCO COUNTY SPECIFICATIONS 04-001 AND 04-002.

1. ALL CABINET ASSEMBLIES SHALL BE NEMA TS2 TYPE 1 UNLESS OTHERWISE SPECIFIED.

2. SCATS ADAPTIVE SYSTEM REQUIRES 2070 OR 2070N CONTROLLERS WITH PROPER SOFTWARE. THE COST OF ANY SCATS SOFTWARE FOR THE CONTROLLER AND THE COST OF THE 2070 CONTROLLER PERSONALITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. FOR ALL ISOLATED AND OTHER CLOSED LOOP APPLICATIONS, THE CONTROLLER SHALL BE NEMA CONTROLLER WITH "ABC" CONNECTORS AND BUSS COMMUNICATIONS AND BE COMPATIBLE WITH THE EXISTING SYSTEM SOFTWARE.

4. FOR CLOSED LOOP SYSTEMS, VERIFY CONTROLLER AND COMMUNICATIONS TYPE WITH PASCO COUNTY. IF SPREAD SPECTRUM RADIO IS REQUIRED, IT SHALL BE SUPPLIED WITH RADIO, ANTENNA, COAX CABLE, CONNECTORS AND POLYPHASER.

3) PRIOR TO ORDERING THE CONTROLLER AND CABINET ASSEMBLIES, VERIFY THE TYPE SYSTEM THAT IT WILL BE USED IN. ALL CONTROLLER AND CABINET ASSEMBLIES SHALL BE FULLY COMPATIBLE WITH THE APPROPRIATE CLOSED LOOP OR SCATS SYSTEM. VERIFY THE TYPE OF COMMUNATIONS TO BE USED, RADIO, FIBER OR TWISTED PAIR.

4) ALL SIGNAL POLE FOUNDATIONS SHALL HAVE A MINIMUM OF TWO 2" AND ONE 1" PVC CONDUITS. UNUSED CONDUITS SHALL BE RUN TO THE NEAREST SIGNAL PULL BOX OR SIGNAL CABINET, WHICHEVER IS CLOSEST.

5) ALL TRAFFIC SIGNAL FIXTURES SHALL BE WIRED PER THE INTERSECTION WIRING DIAGRAM PROVIDED BY PASCO COUNTY TRAFFIC OPERATIONS. CABLE SIZE SHALL BE AS CALLED FOR IN THE WIRING DIAGRAM. ALL WIRING SHALL BE CONCEALED WITHIN THE ARM, MOUNTING BRACKET AND FUTURE; NO EXPOSED WIRING SHALL BE PERMITTED.

6) ALL SPARE CONDUCTORS IN TRAFFIC SIGNAL FIXTURES SHALL BE CONNECTED TO AC IN THE FIXTURE. ALL SPARE CONDUCTORS IN THE CABINET SHALL BE CONNECTED TO THE GROUND BUSS BAR.

7) ALL BACK PLATES SHALL HAVE A THREE-INCH YELLOW REFLECTIVE BORDER PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

8) ALL FIELD WIRES IN CABINET SHALL BE IDENTIFIED WITH PANDUIT #PLM1M-C MARKER TIES; OR EQUIVALENT.

9) ALL CONTROLLER AND CABINET BASES SHALL HAVE ONE 4-INCH CONDUIT FOR FUTURE FIBER OPTICS COMMUNICATIONS. IT SHALL BE STUBBED OUT TO A FIBER OPTICS PULL BOX.

10) ALL GROUND ROD CONNECTIONS SHALL BE MADE USING EXOTHERMIC WELD GROUND CONNECTORS.

11) ALL UNUSED REDS SHALL BE HARD WIRED TO 120V AC, UNLESS A FLORIDA DEPARTMENT OF TRANSPORTATION APPROVED PLUG-IN JUMPER IS USED.

CENTERLINE GEOMETRY:

Chain CL contains:
102 CUR CL1

Beginning chain CL description
==========

Point 102 N 1,405,944.86 E 516,420.56 Sta 10+00.00

Course from 102 to PC CL1 N 5° 09' 59.28" E Dist 1,798.58

Curve Data

Curve CL1
P.I. Station 39+93.92 N 1,408,926.61 E 516,690.16
Delta = 53° 31' 10.12" (LT)
Tangent = 1,195.34
Length = 2,214.26
Radius = 2,370.50
External = 284.33
Long Chord = 2,134.64
Mid. Ord. = 253.87
P.C. Station 27+98.58 N 1,407,736.13 E 516,582.52
P.T. Station 50+12.85 N 1,409,720.96 E 515,796.94
C.C. N 1,407,949.59 E 514,221.65
Back = N 5° 09' 59.28" E
Ahead = N 48° 21' 10.84" W
Chord Bear = N 21° 35' 35.78" W

==========
Ending chain CL description

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

SIGNALIZATION GENERAL NOTES

SHEET NO. T-2

$USER$ $DATE$ $TIME$ $FILE$

TABULATION OF QUANTITIES

BID ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS T-5 ORIG.	SHEET NUMBERS T-5 FINAL	SHEET NUMBERS ORIG.	SHEET NUMBERS FINAL	SHEET NUMBERS ORIG.	SHEET NUMBERS FINAL	TOTAL THIS SHEET ORIG.	TOTAL THIS SHEET FINAL	GRAND TOTAL ORIG.	GRAND TOTAL FINAL
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	152						152		152	
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	690						690		690	
632-7-1	CABLE, SIGNAL	PI	1						1		1	
634-4-153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	1						1		1	
634-5-1	FIBERGLASS INSULATOR, FURNISH & INSTALL	EA	1						1		1	
635-2-11	PULL AND SPLICE BOXES (PULL BOX)	EA	13						13		13	
639-1-121	ELECTRICAL POWER SERVICE (UNDERGROUND)	AS	1						1		1	
639-2-1	ELECTRICAL SERVICE WIRE	LF	60						60		60	
641-2-12	CONCRETE POLE, F&I, TYPE PII SERVICE POLE	EA	1						1		1	
646-1-11	ALUMINUM SIGNAL POLE (F&I PEDESTAL)	EA	4						4		4	
649-1-15	STEEL STRAIN POLE, F&I, TYPE PS-VIII	EA	2						2		2	
650-1-34	VEHICULAR TRAFFIC SIGNAL (F&I) (POLYCARBONATE) (3-SECT., 1-WAY) (12" LED)	AS	7						7		7	
650-1-39	VEHICULAR TRAFFIC SIGNAL (F&I) (POLYCARBINATE) (5-SECT., 1-WAY) (12" LED)	AS	3						3		3	
653-1-11	PEDESTRIAN SIGNAL (LED) (1-SECT., 1-WAY) (COUNTDOWN)	AS	2						2		2	
653-1-12	PEDESTRIAN SIGNAL (LED) (1-SECT., 2-WAY) (COUNTDOWN)	AS	2						2		2	
660-4-11	VEHICLE DETECTION SYSTEM, VIDEO, F&I, CABINET EQUIPMENT	EA	1						1		1	
660-4-12	VEHICLE DETECTION SYSTEM, VIDEO, F&I, ABOVE GROUND EQUIPMENT	EA	1						1		1	
663-1-11	SIGNAL PRIORITY PRE-EMPTION, F&I, OPTICAL, CABINET ELECTRONICS	EA	1						1		1	
663-1-12	SIGNAL PRIORITY PRE-EMPTION, F&I, OPTICAL, DETECTOR	EA	4						4		4	
665-1-11	DETECTOR, PEDESTRIAN (POLE MOUNT)	EA	6						6		6	
670-5-110	TRAFFIC CONTROLLER ASSEMBLY (F&I) NEMA	EA	1						1		1	
682-1-113	ITS CCTV CAMERA, F&I, DOME ENCLOSURE - PRESSURIZED, IP, ANALOG- STANDARD DEFINITION	EA	1						1		1	
685-106	SYSTEM AUXILIARIES INTERFACE PANEL	EA	1						1		1	
685-1-13	UNINTERRUPTIBLE POWER SUPPLY, F&I, LINE INTERACTIVE WITH CABINET	EA	1						1		1	
700-5-22	INTERNALLY ILLUMINATED SIGN (EDGE LIT "LED")	EA	4						4		4	
715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8-6	LF	630						630		630	
715-5-31	LUMINAIRE & BRACKET ARM, ALUMINUM, F&I, NEW LUMINAIRE AND ARM ON NEW / EXISTING POLE	EA	4						4		4	
715-5-51	LUMINAIRE & BRACKET ARM, REMOVE LUMINAIRE AND ARM; POLE REMAINS	EA	1						1		1	
715-7-11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	1						1		1	
715-500-1	POLE CABLE DISTRIBUTION SYSTEM, F&I, COVENTIONAL	EA	2						2		2	
R10-3E	CROSSWALK CROSSING PLAQUE	EA	6						6		6	

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

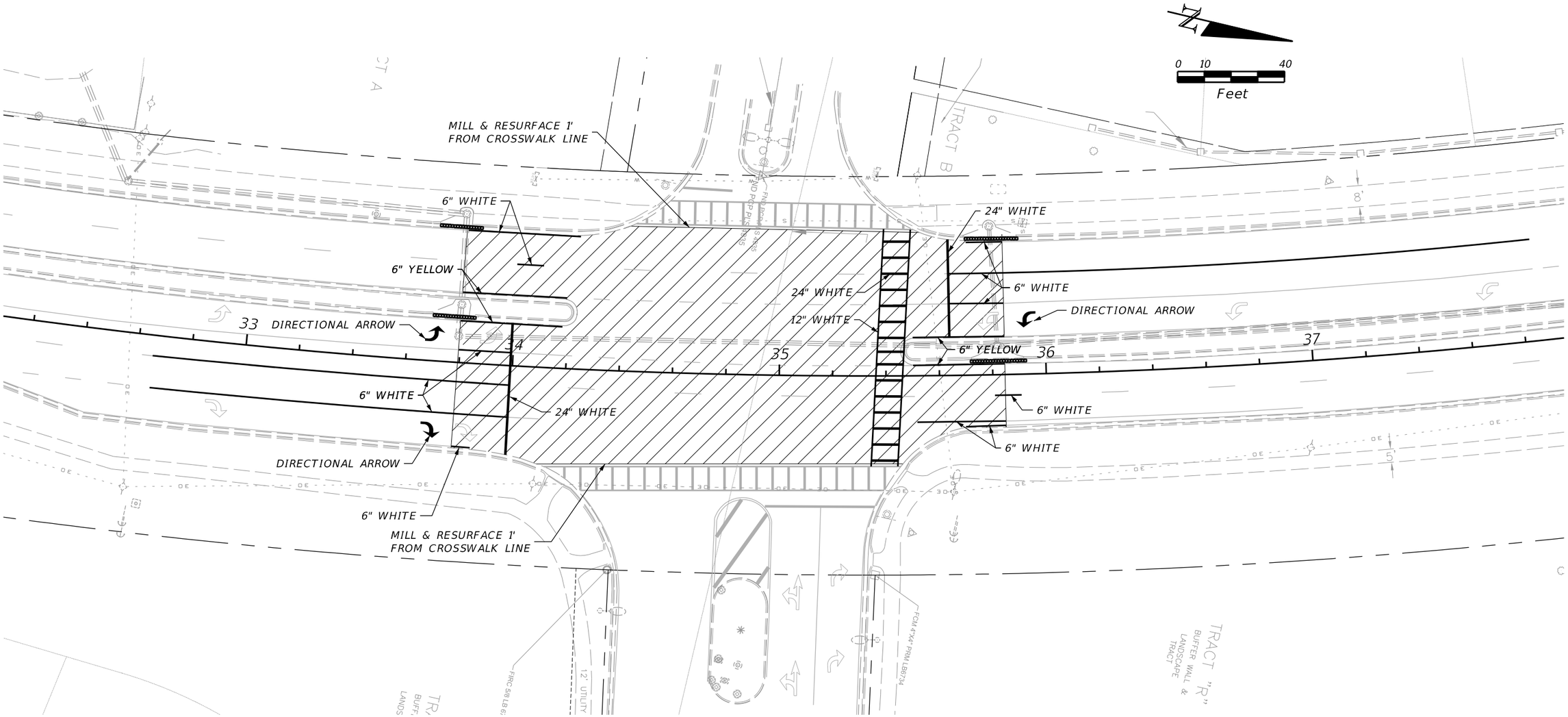
PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

$USER$ $DATE$ $TIME$ $FILE$

SIGNALIZATION
TABULATION OF QUANTITIES

SHEET NO. T-3



PASCO COUNTY SIGNING & MARKING NOTES:

1. ALL SIGNING AND MARKING MATERIALS SHALL BE CERTIFIED BY THE FDOT FOR USE IN THE STATE OF FLORIDA. PROOF OF CERTIFICATION IS REQUIRED FOR ALL TRAFFIC CONTROL DEVICES USING THE PASCO COUNTY TRAFFIC CONTROL DEVICES SUBMITTAL FORM. FORM IS AVAILABLE ON THE COUNTY WEB PAGE.
2. ALL POST SYSTEMS, MOUNTING BRACKETS, AND HARDWARE SHALL BE OF A TYPE CURRENTLY IN USE BY THE PASCO COUNTY PUBLIC WORKS DEPT. ALTERNATIVE SYSTEMS, ETC., SHALL ONLY BE USED IF APPROVED BY THE COUNTY ENGINEER.
3. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC OR PREFORMED THERMOPLASTIC IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTAION STANDARDS.
4. ALL SIGNS SHALL BE DATE CODED WITH A REFLECTIVE LABEL AFFIXED TO THE BACK OF THE SIGN. IT WILL BE PUNCHED TO SHOW MONTH, DAY, AND YEAR OF INSTALLATION.

MILLING

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1.5")

RESURFACING

FRICTION COURSE FC-12.5 (1.5") (PG 76-22)

LIMITS OF MILLING & RESURFACING

STA. 33+79.50 TO 35+84.50

LEGEND:

- INLET PROTECTION PER FDOT EROSION CONTROL MANUAL
- LIMITS OF MILL & RESURFACE

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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Certificate of Authorization No. 00009572
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PASCO COUNTY
ENGINEERING SERVICES

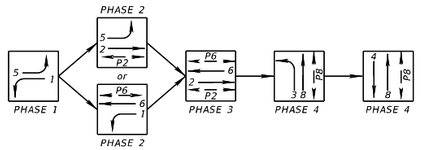
ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

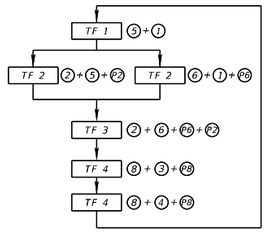
SIGNING & MARKING PLAN

SHEET NO. T-4

$USER$ $DATE$ $TIME$ $FILE$

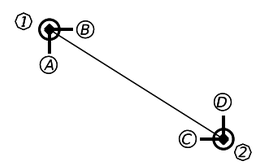
SPECIAL SIGNAL OPERATING PLAN





CONTROLLER OPERATIONS:
- MAJOR STREET IS COLLIER PARKWAY.
- MINOR STREET IS PLANTATION PALMS BOULEVARD/CROWN POINTE.
- THE CONTROLER SHALL BE WIRED FOR SOP NO. 10, BUT SHALL INITIALLY OPERATE WITH SEPECIAL SOP.
- REFER TO GENERAL NOTES SHEET FOR CONTROLLER REQUIREMENTS.

STREET NAME SIGN DETAILS



700-5-22 4 EA

REFER TO SHEET T-6 FOR DETAILS

LIGHTNING & MOUNTIING			
LUMINAIRE	TYPE	HEIGHT	BRACKET ARM LENGTH
1,2,3,4	ERL2-1-25-C5-40	35'	10'

NOTE:
660-4-12
VIDEO DETECTION CAMERA TO BE MOUNTED AT A MINIMUM HEIGHT OF 30'. IF POLE IS TOO SHORT, INSTALL A POLE EXTENDER.

PREEMPTION PLAN #1: FROM NORMAL OPERATION → TO NORMAL OPERATION
DWELL PHASES: 2&5

PREEMPTION PLAN #2: FROM NORMAL OPERATION → TO NORMAL OPERATION
DWELL PHASES: 1&6

PREEMPTION PLAN #3: FROM NORMAL OPERATION → TO NORMAL OPERATION
DWELL PHASE: 4

PREEMPTION PLAN #4: FROM NORMAL OPERATION → TO NORMAL OPERATION
DWELL PHASES: 3&8

PRE-EMPTION DIAGRAM

P2 / P6
PED. SIGNAL COUNT-DOWN 1-SECT., 1-WAY, LED
653-1-11 2 EA

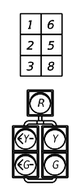
P6 P8 / P8 P2
PED. SIGNAL COUNT-DOWN 1-SECT., 2-WAY, LED
653-1-12 2 EA



R10-3E 6 EA
TO BE PAID FOR UNDER PAY ITEMS 653-1-11 & 653-1-12



3-SECT., 1-WAY
7 AS
650-1-34



5-SECT., 1-WAY
3 AS
650-1-39

ALL VEHICULAR TRAFFIC SIGNALS SHALL HAVE 2" FLEXIBLE BACKPLATES.

CONTROLLER TIMINGS

TIMING FUNCTION	1	2	3	4	5	6	7	8
MOVEMENT NUMBER	1	2	3	4	5	6	--	8
MOVEMENT	SBL	NB	WBL	EB	NBL	SB	--	WB
MINIMUM GREEN	5.0	20.0	5.0	10.0	5.0	20.0	--	10.0
MAXIMUM GREEN I	20.0	60.0	20.0	20.0	20.0	60.0	--	20.0
MAXIMUM GREEN II	--	--	--	--	--	--	--	--
YELLOW CLEARANCE	4.8	4.8	3.7	3.7	4.8	4.8	--	3.7
RED CLEARANCE	2.0	2.4	2.6	2.8	2.0	2.4	--	2.8
PEDESTRIAN WALK	--	7.0	--	7.0	--	7.0	--	7.0
PEDESTRIAN CLEARANCE	--	36.0	--	--	--	26.0	--	28.0
RECALL	NONE	MIN	NONE	NONE	NONE	MIN	--	NONE

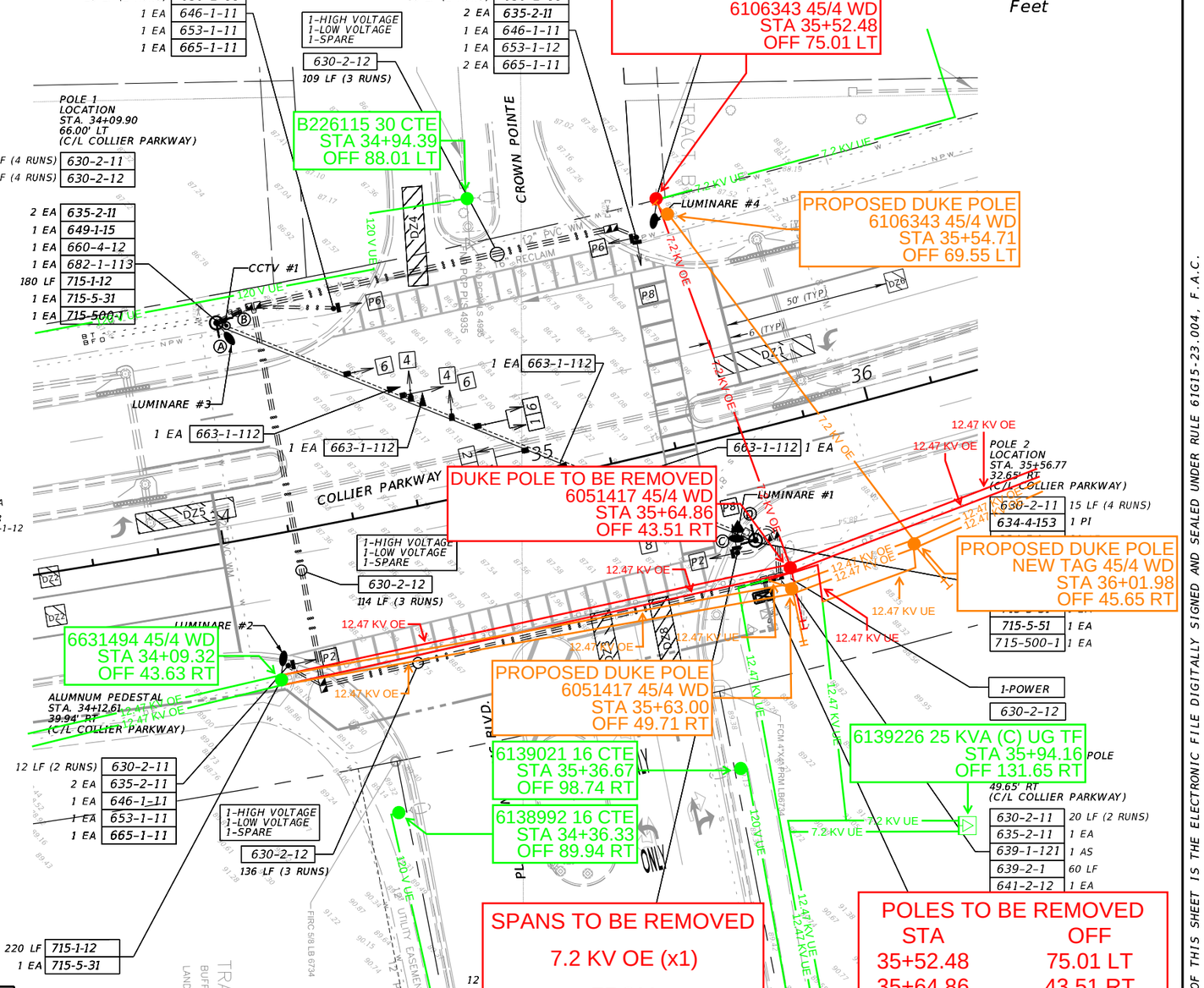
SIGNAL TIMINGS ARE INITIAL AND MAY REQUIRE FIELD ADJUSTMENTS.

THE CONTRACTOR SHALL VERIFY WITH THE VEHICLE DETECTION SYSTEM MANUFACTURER THAT THE PROPOSED DEGREE OF ANGLE / VEHICLE DETECTION EQUIPMENT MOUNTING LOCATION IS ACCEPTABLE. IF NOT ACCEPTABLE, THE CONTRACTOR SHALL COORDINATE WITH THE VEHICLE DETECTION SYSTEM MANUFACTURER AND PASCO COUNTY FOR ACCEPTABLE MOUNTING ANGLES / LOCATIONS.

SPECIAL NOTES:
☑ VIDEO CAMERA (VD)
(DZ) DETECTION ZONE

VIDEO VEHICLE DETECTION ASSIGNMENTS

CAMERA DETECTOR NUMBER	SIZE	DETECTION ZONE	TIMING FUNCTION CONNECTION	DELAY TIME (SEC)
VD1	6'x30'	DZ1	1	0
	6'x6'	DZ6	6	0
	6'x30'	DZ8	8	0
	6'x30'	DZ3	3	10
	6'x30'	DZ5	5	0
	6'x6'	DZ2	2	0
	6'x30'	DZ4	4	0



UTILITY NOTE:
ALL PASCO COUNTY UTILITIES PIPELINES AND ASSETES SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION.

NOTE:
CONTRACTOR TO COORDINATE WITH POWER COMPANY (WREC) TO PROVIDE PROPER CLEARANCE BETWEEN EXISTING OVERHEAD WIRES AND SIGNAL CABLE.

NOTE:
POWER COMPANY (WREC) TO PROVIDE STREET LIGHTING. CONTRACTOR TO COORDINATE WITH POWER COMPANY (WREC) ACCORDINGLY.

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REVISIONS			
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COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

$USER$ $DATE$ $TIME$ $FILE$

SIGNAL PLAN

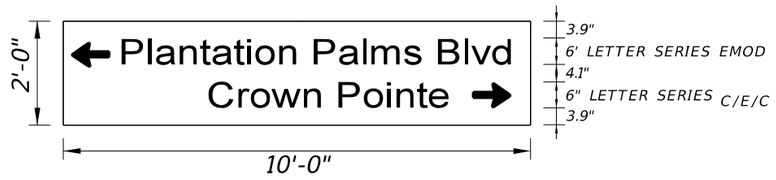
SHEET NO. T-5

SIGN NUMBER	A
QUANITY	1
WIDTH	120"
HEIGHT	24"
BORDER WIDTH	NONE
BORDER RADII	NONE
BACKGROUND COLOR	Green
LEGEND & BORDER COLOR	White
STATIONS(S)	N/A

SYMBOL(S)	X	Y	WID	HT
ARROW. 90°	3.55"	14.0"	9.0"	6.0"
ARROW. 270°	107.45"	4.0"	9.0"	6.0"

SIGN NUMBER	CLEARANCE EDGE OF LANE	COLUMN SIZE		AVERAGE LENGTH

2'-0" x 10'-0" INTERNALLY ILLUMINATED EDGE LIT "LED"



NOTE:
SHOP DRAWINGS FOR INTERNALLY ILLUMINATED SIGNS, INCLUDING SIGN LEGENDS, SHALL BE SUBMITTED TO PASCO COUNTY TRAFFIC OPERATIONS FOR APPROVAL PRIOR TO FABRICATION.

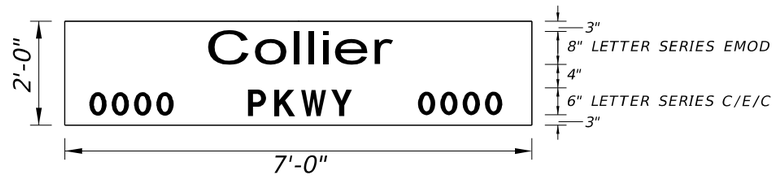
COPY		P	l	a	n	t	a	t	i	o	n		P	a	l	m	s		B	l	v	d	
SPACE	16.55	6.0	2.5	5.6	5.1	4.0	5.0	4.4	2.5	5.4	3.8	6.0	5.9	5.5	2.8	7.6	3.8	6.0	6.4	2.4	5.4	3.8	3.55
COPY		C	r	o	w	n		P	o	i	n	t	e											
SPACE	44.75	6.3	3.6	4.8	7.2	3.8	6.0	5.9	5.3	2.9	5.1	4.0	3.8	16.55									
COPY																							
SPACE																							
COPY																							
SPACE																							
COPY																							
SPACE																							
COPY																							
SPACE																							

SIGN NUMBER	B
QUANITY	1
WIDTH	84"
HEIGHT	24"
BORDER WIDTH	NONE
BORDER RADII	NONE
BACKGROUND COLOR	Green
LEGEND & BORDER COLOR	White
STATIONS(S)	N/A

SYMBOL(S)	X	Y	WID	HT

SIGN NUMBER	CLEARANCE EDGE OF LANE	COLUMN SIZE		AVERAGE LENGTH

2'-0" x 7'-0" INTERNALLY ILLUMINATED EDGE LIT "LED"



NOTE:
SHOP DRAWINGS FOR INTERNALLY ILLUMINATED SIGNS, INCLUDING SIGN LEGENDS, SHALL BE SUBMITTED TO PASCO COUNTY TRAFFIC OPERATIONS FOR APPROVAL PRIOR TO FABRICATION.

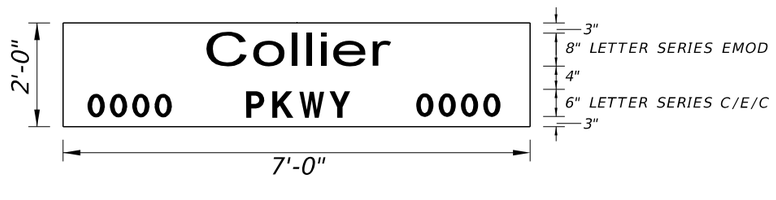
COPY		C	o	l	l	i	e	r																
SPACE	21.6	8.5	7.7	4.6	4.6	4.0	7.5	3.9	21.6															
COPY		0	0	0	0		P	K	W	Y		0	0	0	0		P	K	W	Y		0	0	0	0
SPACE	3.7	4.5	4.5	4.5	3.4	9.0	6.4	5.7	6.7	6.0	9.0	4.5	4.5	4.5	3.4	9.0	6.4	5.7	6.7	6.0	9.0	4.5	4.5	4.5	3.4	3.7
COPY																										
SPACE																										
COPY																										
SPACE																										
COPY																										
SPACE																										
COPY																										
SPACE																										

SIGN NUMBER	C
QUANITY	1
WIDTH	84"
HEIGHT	24"
BORDER WIDTH	NONE
BORDER RADII	NONE
BACKGROUND COLOR	Green
LEGEND & BORDER COLOR	White
STATIONS(S)	N/A

SYMBOL(S)	X	Y	WID	HT

SIGN NUMBER	CLEARANCE EDGE OF LANE	COLUMN SIZE		AVERAGE LENGTH

2'-0" x 7'-0" INTERNALLY ILLUMINATED EDGE LIT "LED"



NOTE:
SHOP DRAWINGS FOR INTERNALLY ILLUMINATED SIGNS, INCLUDING SIGN LEGENDS, SHALL BE SUBMITTED TO PASCO COUNTY TRAFFIC OPERATIONS FOR APPROVAL PRIOR TO FABRICATION.

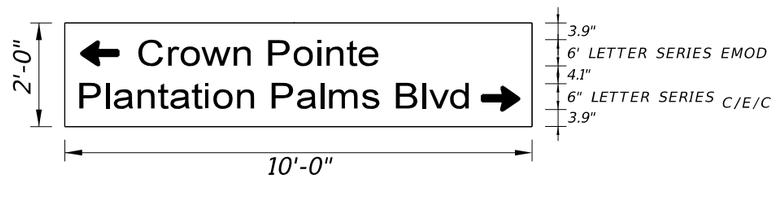
COPY		C	o	l	l	i	e	r																
SPACE	21.6	8.5	7.7	4.6	4.6	4.0	7.5	3.9	21.6															
COPY		0	0	0	0		P	K	W	Y		0	0	0	0		P	K	W	Y		0	0	0	0
SPACE	3.7	4.5	4.5	4.5	3.4	9.0	6.4	5.7	6.7	6.0	9.0	4.5	4.5	4.5	3.4	9.0	6.4	5.7	6.7	6.0	9.0	4.5	4.5	4.5	3.4	3.7
COPY																										
SPACE																										
COPY																										
SPACE																										
COPY																										
SPACE																										
COPY																										
SPACE																										

SIGN NUMBER	D
QUANITY	1
WIDTH	108"
HEIGHT	24"
BORDER WIDTH	NONE
BORDER RADII	NONE
BACKGROUND COLOR	Green
LEGEND & BORDER COLOR	White
STATIONS(S)	N/A

SYMBOL(S)	X	Y	WID	HT
ARROW. 90°	3.55"	14.0"	9.0"	6.0"
ARROW. 270°	107.45"	4.0"	9.0"	6.0"

SIGN NUMBER	CLEARANCE EDGE OF LANE	COLUMN SIZE		AVERAGE LENGTH

2'-0" x 10'-0" INTERNALLY ILLUMINATED EDGE LIT "LED"



NOTE:
SHOP DRAWINGS FOR INTERNALLY ILLUMINATED SIGNS, INCLUDING SIGN LEGENDS, SHALL BE SUBMITTED TO PASCO COUNTY TRAFFIC OPERATIONS FOR APPROVAL PRIOR TO FABRICATION.

COPY		C	r	o	w	n		P	o	i	n	t	e											
SPACE	16.55	6.3	3.6	4.8	7.2	3.8	6.0	5.9	5.3	2.9	5.1	4.0	3.8	44.75										
COPY		P	l	a	n	t	a	t	i	o	n		P	a	l	m	s		B	l	v	d	
SPACE	3.55	6.0	2.5	5.6	5.1	4.0	5.0	4.4	2.5	5.4	3.8	6.0	5.9	5.5	2.8	7.6	3.8	6.0	6.4	2.4	5.4	3.8	16.55	
COPY																								
SPACE																								
COPY																								
SPACE																								
COPY																								
SPACE																								
COPY																								
SPACE																								

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

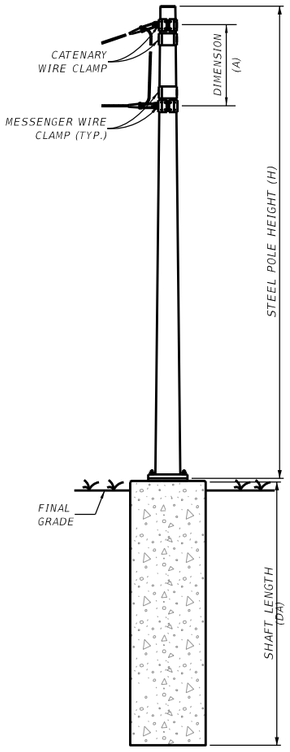
ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

$USER$ $DATE$ $TIME$ $FILE$

GUIDESING WORKSHEET

SHEET NO. T-6

SHEET NO.	POLE	STRUCT. ID NO.	CRIT. ELEV. DIF.	CONCRETE OR STEEL	SPAN	SPAN LENGTH	BACK PLATES Y/N	SIGNAL DATA DISTANCE FROM POLE (FT)/NUMBER OF SECTIONS																		SIGN DATA DISTANCE FROM POLE(*)/HEIGHT & WIDTH (* Enter P if attached to pole)					
								DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	SECT.	DIST.	HT.	WIDTH	DIST.	HT.	WIDTH
T-4	1	1		STEEL	1	175'	Y	42'	3	60'	3	63'	3	76'	3	84'	5	100'	5	117'	5	120'	3	138'	3	142'	3	P	2'	10'	P	2'	7'
T-4	2	2		STEEL	2																					P	2'	7'	P	2'	10'



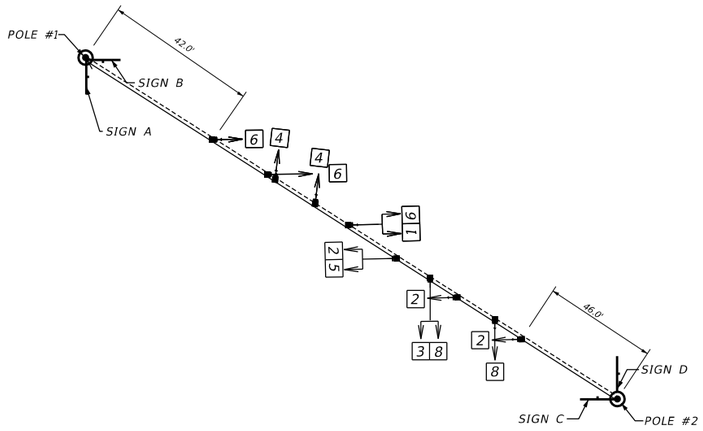
STEEL STRAIN POLE DIMENSIONS
TYPES PS-IV THROUGH PS-X

SCHEDULE NOTES:

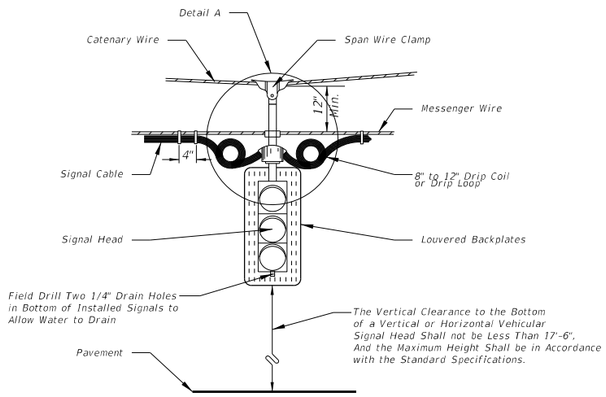
For Steel Strain Poles, work with Standard Plans 649-010.

Notes:

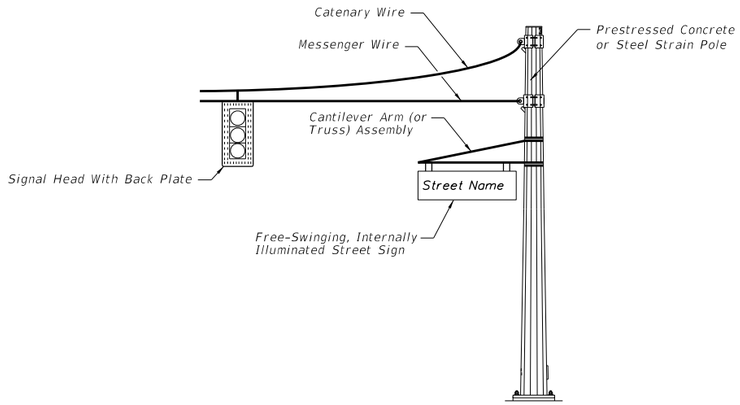
1. This drawing is representative of a Proprietary Pivotal Adjustable Hanger Assembly listed on the Department's Approved Products List (APL). For specific details and requirements see the vendor drawings on the APL. The proprietary pivotal adjustable hanger assembly shall be assembled in accordance with the manufacturer's detailed drawings, procedures and specifications.
2. With the approval of the resident engineer, the service head hole for joint use poles may be drilled by the utility company at an angle of 90° but not less than 45° to the face of the pole.
3. Lashing wire should normally be used for distances of 12' or greater.
4. The overlapped connection of adjustable hangers shall use a minimum of 2 bolts with a minimum spacing of 2" between bolts.
5. Meet all grounding requirements of Section 620 of the Standard Specifications.



SPAN WIRE (PROPOSED)



ELEVATION
SIGNAL ATTACHMENT



FREE SWINGING INTERNALLY ILLUMINATED STREET SIGN ASSEMBLY

NOTES:

1. Free-swinging, internally-illuminated street signs shall only be installed on the signal pole for span wire assemblies. For mast arm assemblies the street sign may be installed on the arm or pole.
2. Free-swinging, internally-illuminated street signs shall meet the requirements of Section 700 of the Standard Specifications for Road and Bridge Construction.
3. Pole attachments and cantilever arm (or truss) assemblies may be accepted by Contractor certification provided the signs being supported meet the weight and area limitations included in Section 700 for "Acceptance by Certification".
4. Pole attachments and cantilever arm (or truss) assemblies supporting signs not meeting the weight or area limitations included in Section 700 for "Acceptance by Certification" require the submittal of structural calculations and Shop Drawings that have been prepared by and sealed by the Specialty Engineer.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

STRAIN POLE SCHEDULE

SHEET NO. T-7

$USER$ 11/26/2024 4:14:21 PM T:\@CDC\Projects\24010 Plantation Palms & Collier Signal\Drawings\mssgsg01.dgn

POLE AND FOUNDATION SCHEDULE

POLE NO.	POLE TYPE	FINISHED GROUND EL. AT POLE	TOP/DRILLED SHAFT EL.	PAVEMENT EL. UNDER CRITICAL HEAD	DIM. H (FT)	CATENARY WIRE DIA. (IN.)/GRADE	MESSENGER WIRE DIA. (IN.)/GRADE	FOUNDATION DESIGN ASSUMPTIONS	
								EFFECTIVE SOIL UNIT WT. (PCF)	ANGLE OF INTERNAL FRICTION (DEG.)
1	PS-VIII	87.50	88.00	87.17	33.32	0.5/UTILITY	0.5/UTILITY	50	30
2	PS-VIII	88.85	89.35	87.17	31.97				

NOTES

1. FOR ADDITIONAL DETAILS NOT SHOWN ON THIS SHEET, REFER TO DESIGN STANDARD PLAN 649-010.
2. DESIGN WIND SPEED: 140 MPH.
3. SHOP DRAWINGS FOR ALL POLES AND ATTACHMENTS SHALL BE SUBMITTED TO THE ENGINEER AND APPROVED PRIOR TO FABRICATION AND/OR CONSTRUCTION.
4. A PROPERLY SIZED SERVICE HEAD, (WEATHERHEAD) SHALL BE INSTALLED AND FASTENED SECURELY ONTO CONDUIT FOR EACH POLE LOCATION. AT LOCATIONS OTHER THAN SERVICE ENTRANCE, THE SERVICE HEAD FACE IS TO BE LEFT CLOSED TO OUTSIDE ATMOSPHERE. SERVICE ENTRANCE INSTALLATION PER INDEX 17723.
5. FOR GEOTECHNICAL INFORMATION, SEE REPORT OF CORE BORINGS.
6. LUMINAIRE AND ATTACHMENTS BY OTHERS. APPROVED SHOP DRAWINGS SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER ARE REQUIRED FOR LUMINAIRE DESIGN AND ATTACHMENT TO THE STRAIN POLES PRIOR TO THE START OF CONSTRUCTION.
7. THE CONTRACTOR SHALL PROVIDE, FOR APPROVAL BY THE ENGINEER, ALL FINISHED GRADE ELEVATIONS AT ALL POLE FOUNDATIONS PRIOR TO FURNISHING AND/OR INSTALLING ANY CATENARY AND/OR ANY MESSENGER CABLES. NO ADDITIONAL PAYMENT WILL BE MADE FOR WORK IN THIS NOTE.
8. THE CONTRACTOR SHALL PROVIDE, FOR APPROVAL BY THE ENGINEER, ALL FINISHED GRADE ELEVATIONS DIRECTLY UNDER ALL SIGNAL AND SIGN LOCATIONS ON ALL SPANS PRIOR TO FURNISHING AND/OR INSTALLING ANY CATENARY AND/OR ANY MESSENGER CABLES. NO ADDITIONAL PAYMENT WILL BE MADE FOR WORK IN THIS NOTE.
9. AT THE DIRECTION OF THE ENGINEER, THE CONTRACTOR SHALL REMOVE AND/OR MOVE AND/OR RELOCATE AND/OR FURNISH AND INSTALL NEW MATERIALS FOR CONNECTION OF ALL MESSENGER AND CATENARY WIRES TO ALL POLES AFTER APPROVAL OF PROVIDED FINISH GRADE ELEVATIONS IN THE ABOVE NOTE(S). NO ADDITIONAL PAYMENT WILL BE MADE FOR WORK IN THIS NOTE.
9. AT THE DIRECTION OF THE ENGINEER, THE CONTRACTOR SHALL REMOVE AND/OR MOVE AND/OR RELOCATE AND/OR FURNISH AND INSTALL AND/OR RE-INSTAL ALL SIGNAL HEADS, SIGNS AND AND ASSOCIATED MATERIALS TO MEET ANY CHANGED DESIGN AND/OR CONSTRUCTION REQUIREMENTS BY OTHERS. NO ADDITIONAL PAYMENT WILL BE MADE FOR WORK IN THIS NOTE.
10. CATENARY AND MESSENGER WIRE LOCATIONS FOR FUTURE SIGNAL LOCATIONS ARE BY OTHERS.
11. A DIMENSION OF 0.22 FT WAS ASSUMED IN DESIGN BETWEEN THE TOP OF FOUNDATION AND BOTTOM OF THE BASE PLATE NEAR THE BASE OF THE POLE.

DIMENSIONS TO AND FROM CATENARY AND MESSENGER WIRE CLAMPS

POLE NO.	SPAN NO.	DIM. A (FT)	DIM. B (FT)	DIM. C (FT)	DIM. D (FT)	DIM. E (FT)	DIM. F (FT)
1	1		2.00		8.88		22.67
2	1	2.00		8.88		21.32	

DIM. A, DIM. B, DIM. C, DIM. D, DIM. E, DIM. F, AND DIM. H, ARE SHOWN IN DETAILS ON THE FOLLOWING SHEET.

12. THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THOMAS E. SLAUGHTER, JR., PE ON THE DATE ADJACENT TO THE SEAL.
13. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ENGINEER OF RECORD:
T.E. SLAUGHTER JR, P.E. NO. 38833
MAP ENGINEERING CO.
550 N. REO STREET
TAMPA, FL. 33609
C.A. 6772

APPROVED BY:_____ DATE:_____
MAP ENGINEERING CO.
T.E. SLAUGHTER JR, P.E. NO. 38833

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

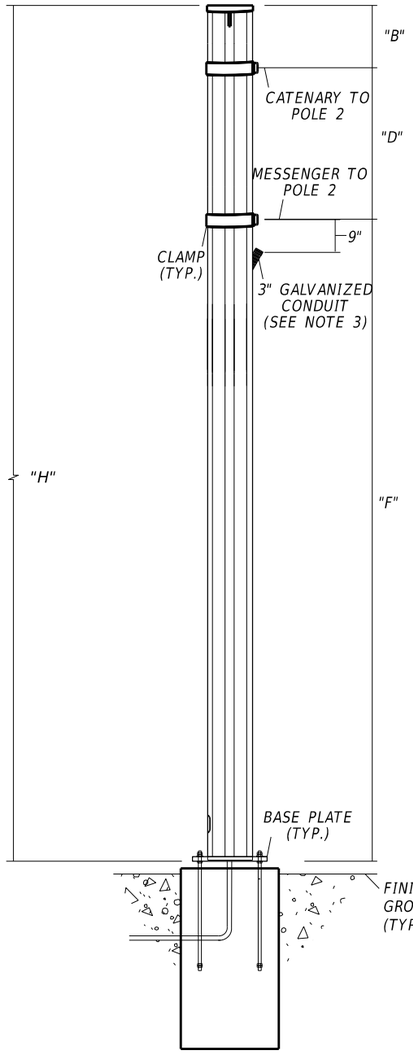
PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
		SIG004119
COLLIER	PASCO	TASK ORDER NUMBER ED024-009

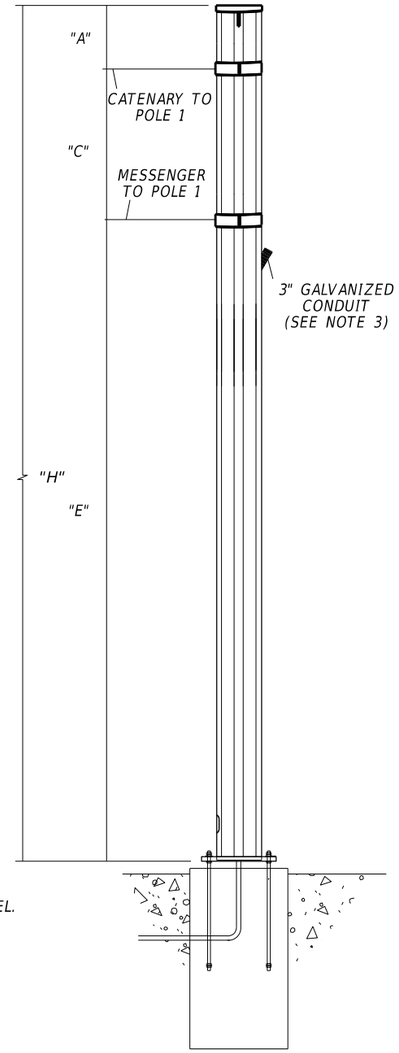
$USER$ $DATE$ $TIME$ $FILE$

TABLE OF VARIABLES

SHEET NO. T-8



STEEL POLE 1
ELEVATION
N.T.S. (TYP.)



STEEL POLE 2
ELEVATION

USE WITH FDOT STANDARD PLAN INDEX 649-010 (TYP.)

NOTES:

1. DIM. A, DIM. B, DIM. C, DIM. D, DIM. E, DIM. F, AND DIM. H, VALUES ARE SHOWN ON PREVIOUS SHEET.
2. THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THOMAS E. SLAUGHTER, JR., PE ON THE DATE ADJACENT TO THE SEAL.
3. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ENGINEER OF RECORD:
T.E. SLAUGHTER JR, P.E. NO. 38833
MAP ENGINEERING CO.
550 N. REO STREET
TAMPA, FL. 33609
C.A. 6772

APPROVED BY:_____ DATE:_____
MAP ENGINEERING CO.
T.E. SLAUGHTER JR, P.E. NO. 38833

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

STRAIN POLE DETAILS

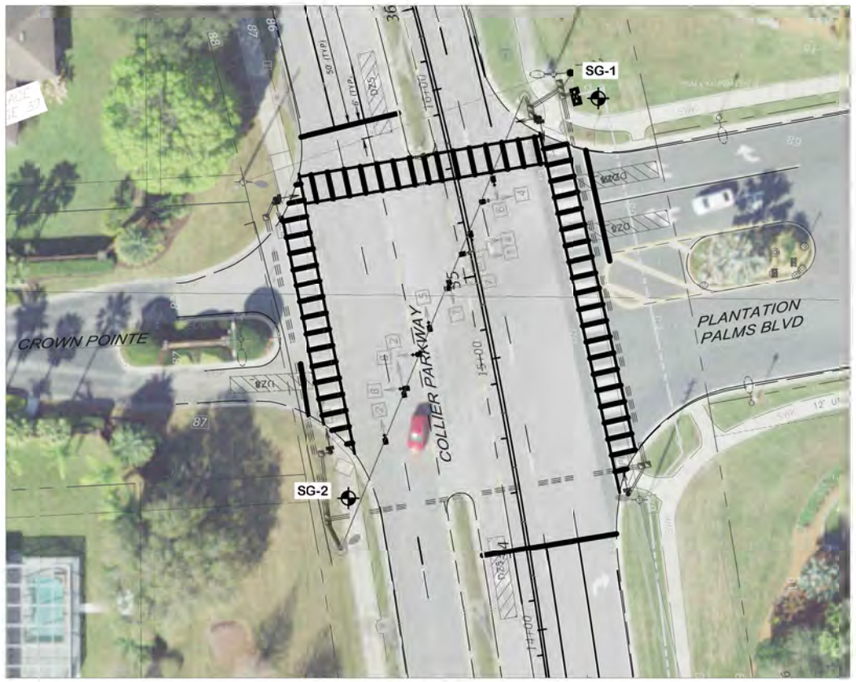
SHEET NO. T-9

$USER$ $DATE$ $TIME$ $FILE$

BORING LOCATION PLAN

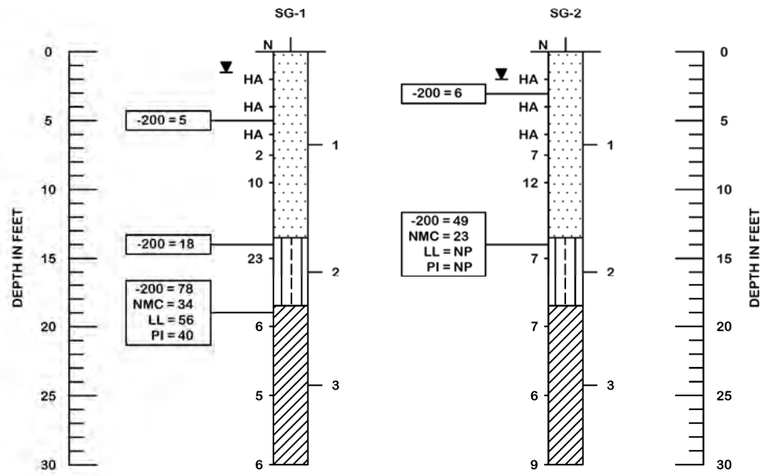
0 50'

PLAN SCALE



NOTE: BASE MAP PROVIDED BY COASTAL DESIGN CONSULTANTS, INC.

SOIL PROFILES



LEGEND

1		GRAY TO BROWN SAND TO SAND WITH SILT (SP/SP-SM)
2		BROWN SILTY SAND (SM)
3		GRAY TO BROWN TO ORANGE CLAY (CL/CH)
		APPROXIMATE LOCATION OF SPT BORING
		GROUNDWATER LEVEL ENCOUNTERED DURING INVESTIGATION
N		SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED)
SP		UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW
NGVD 29		NATIONAL GEODETIC VERTICAL DATUM OF 1929
-200		PERCENT PASSING #200 SIEVE
NMC		NATURAL MOISTURE CONTENT (%)
LL		LIQUID LIMIT (%)
PI		PLASTICITY INDEX (%)
NP		NON PLASTIC

NOTES:

1. BORING LOCATIONS WERE DETERMINED USING GPS COORDINATES OBTAINED IN THE FIELD BY A TIERRA REPRESENTATIVE USING A GPS DEVICE WITH A REPORTED ACCURACY OF APPROXIMATELY +/- 10 FEET. THEREFORE, THE LOCATIONS SHOULD BE CONSIDERED APPROXIMATE.
2. BASED ON A REVIEW OF THE "UPPER FLORIDAN POTENTIOMETRIC SURFACE" MAP PUBLISHED BY THE USGS, THE POTENTIOMETRIC SURFACE ELEVATION OF THE UPPER FLORIDAN AQUIFER IN THE PROJECT VICINITY IS REPORTED UP TO APPROXIMATELY +70 FEET, NGVD 29. ARTESIAN FLOW CONDITIONS WERE NOT ENCOUNTERED DURING OUR FIELD EXPLORATION; HOWEVER, THE CONTRACTORS TOOLS AND CONSTRUCTION METHODS SHOULD ADDRESS AND HANDLE A POTENTIOMETRIC LEVEL UP TO +70 FEET, NGVD 29 AT NO ADDITIONAL COST TO THE OWNER.
3. TEMPORARY CASING METHODS FOR SHAFT INSTALLATION BEYOND WHAT IS REQUIRED IN THE FDOT SPECIFICATIONS MAY BE REQUIRED IN ORDER TO PREVENT THE COLLAPSE OF THE SANDY SOILS AND/OR GROUNDWATER INTRUSION DURING SHAFT CONSTRUCTION.

AUTOMATIC HAMMER	
GRANULAR MATERIALS-RELATIVE DENSITY	SPT (BLOWS/FT.)
VERY LOOSE	LESS THAN 3
LOOSE	3 TO 8
MEDIUM	8 TO 24
DENSE	24 TO 40
VERY DENSE	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT (BLOWS/FT.)
VERY SOFT	LESS THAN 1
SOFT	1 TO 3
FIRM	3 TO 6
STIFF	6 TO 12
VERY STIFF	12 TO 24
HARD	GREATER THAN 24

DRAWN BY: SW
CHECKED BY: TJ
APPROVED BY: TEM
DATE: OCT 2024
ENGINEER OF RECORD: THOMAS E. MUSGRAVE, JR., P.E.
FLORIDA LICENSE NO.: 81669

TIERRA
7351 Temple Terrace Highway
Tampa, Florida 33637
Phone: 813-989-1354 Fax: 813-989-1355

SCALE: NOTED
PROJECT NUMBER: 6511-24-189

GEOTECHNICAL ENGINEERING SERVICES
PLANTATION PALMS AT COLLIER PARKWAY
PASCO COUNTY, FLORIDA

SHEET 1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

REPORT OF CORE BORINGS

SHEET NO. T-10

$USER$ $DATE$ $TIME$ $FILE$

PASCO COUNTY
ENGINEERING SERVICES
CONTRACT PLANS

COLLIER PARKWAY
(PARKWAY BOULEVARD TO PLANTATION PALMS BOULEVARD)

INTERCONNECT PLANS

TASK ORDER NO. EDO24-009
WORK ORDER NO. SIG004119

PASCO COUNTY COMMISSIONERS

DISTRICT 1	RONALD OAKLEY - CHAIR
DISTRICT 2	SETH WEIGHTMAN
DISTRICT 3	KATHRYN STARKEY
DISTRICT 4	GARY BRADFORD - VICE CHAIR
DISTRICT 5	JACK MARIANO

COUNTY ADMINISTRATOR MIKE CARBALLA, P.E.

COMPONENTS OF CONTRACT PLAN SET

INTERCONNECT PLANS

INDEX OF INTERCONNECT PLANS

SHEET NO.	SHEET DESCRIPTION
I-1	KEY SHEET
I-2 - I-3	GENERAL NOTES
I-4	TABULATION OF QUANTITIES
I-5 - I-11	INTERCONNECT PLANS
I-12	INTERCONNECT DETAILS

PREPARED FOR:

PASCO COUNTY ENGINEERING SERVICES
5418 SUNSET ROAD
NEW PORT RICHEY, FLORIDA 34652

SIGNAL INTERCONNECT PLANS

PREPARED BY:

COASTAL DESIGN CONSULTANTS, INC.
7026 LITTLE ROAD
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 849-8010
FAX: (727) 849-8020
ENGINEERING BUSINESS NO. 00009572

ENGINEER OF RECORD:

HUNTER P. BROWN, P.E.
P.E. No. 74664

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

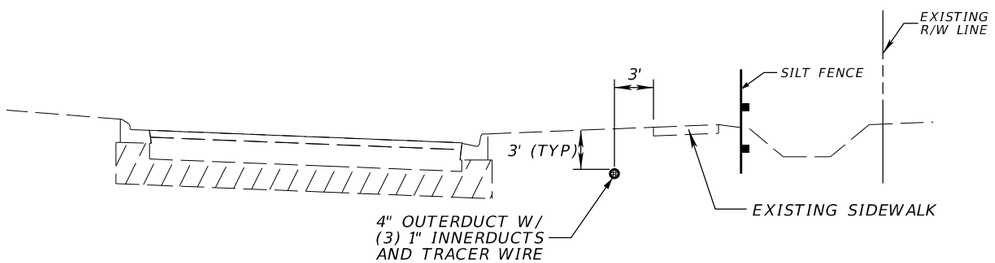
SHEET NO.
I-1

$DATE$ $TIME$ $FILE$

GENERAL NOTES

1. LOCATION, ELEVATION, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE AT TIME OF THE PREPARATION OF THESE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHERS FEATURES AFFECTING HIS WORK AND SHALL COMPLY WITH ALL STATE, COUNTY, AND LOCAL ORDINANCES AND OBTAIN ANY NECESSARY WORK PERMITS THAT MAY BE REQUIRED PRIOR TO CONSTRUCTION.
3. UTILITIES NOT UNDER THIS CONTRACT TO BE ADJUSTED BY UTILITY OWNERS.
4. THE CONTRACTOR SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES, INCLUDING THE PASCO COUNTY TRAFFIC CONTROL SERVICES AT 744-5670, IN ORDER TO LOCATE AND IDENTIFY THEIR EXISTING UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, AS ESTABLISHED BY THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT".
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OF THE COORDINATION OF CONSTRUCTION SCHEDULING BETWEEN THE CONTRACTOR & ALL UTILITY AGENCIES.
   NOTE :THIS INCLUDES MEETING WITH UTILITY AGENCIES PRIOR TO THE PRE-CONSTRUCTION CONFERENCE TO ADJUST THEIR SCHEDULES TO COINCIDE WITH THE CONTRACTORS CONSTRUCTION SCHEDULE. (REFERENCE CONTRACT DOCUMENTS.)
6. POSSIBLE TREE TRIMMING AND REMOVAL MAY BE REQUIRED TO PROVIDE ADEQUATE SIGHT DISTANCE, OR AS ORDERED BY THE ENGINEER. ALL EXPENSES INCURRED FOR THIS WORK WILL BE INCLUDED IN THE PRICE BID FOR CLEARING & GRUBBING.
7. MAINTENANCE OF TRAFFIC WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE APPROVED BY THE PASCO COUNTY TRAFFIC CONTROL SERVICES SECTION PRIOR TO IT'S IMPLEMENTATION.
8. THE COUNTY RESERVES THE RIGHT TO PERFORM QUALITY ASSURANCE TESTING ON ALL MATERIALS DELIVERED TO PROJECT AND TO REJECT ALL MATERIALS NOT MEETING ACCEPTABLE STANDARDS.
9. ALL STREET SIGNS AND STREET MARKERS ARE TO BE REMOVED AND RELOCATED AS DIRECTED BY THE ENGINEER.
10. WHERE CONNECTION TO EXISTING ACCESS IS NOT INDICATED ON THE PLANS, PROPER CONNECTION IS TO BE MADE AT THE DIRECTION OF THE COUNTY PROJECT MANAGER. WHERE EXISTING ACCESS CONNECTIONS ARE SHOWN ON THE PLANS, SUCH CONNECTIONS MAY BE MOVED, ADJUSTED, MODIFIED, ADDED OR DELETED UPON REQUEST BY THE PROPERTY OWNER AND APPROVAL BY THE COUNTY PROJECT MANAGER. ALL APPROVALS BY THE COUNTY PROJECT MANAGER SHALL BE SUBJECT TO CONFORMANCE WITH APPLICABLE STANDARDS, CODES AND REGULATIONS, AND CONDITIONED UPON GRANT OF ANY NECESSARY RIGHT OF ENTRY BY THE PROPERTY OWNER WITHOUT CHARGE TO THE COUNTY.

    UPON PROPERTY OWNER'S REQUEST, MADE PRIOR TO COMMENCEMENT OF PROJECT CONSTRUCTION, THE COUNTY MAY SUBSTITUTE A GRAVITY WALL FOR A GRADED AND HARMONIZED SLOPE OR VICE VERSA CONTINGENT UPON COUNTY PROJECT MANAGER APPROVAL, WHICH APPROVAL SHALL BE SUBJECT TO CONFORMANCE WITH APPLICABLE STANDARDS, CODES AND REGULATIONS, AND CONDITIONED UPON GRANT OF ANY NECESSARY RIGHT OF ENTRY BY THE PROPERTY OWNER WITHOUT CHARGE TO THE COUNTY.
11. NO STABILIZING WILL BE REQUIRED FOR PAVED TURNOUTS TO PRIVATE PROPERTY.
12. ANY AND ALL MATERIAL TO BE REMOVED SUCH AS CULVERT PIPE, GUARDRAIL, ROAD SIGNS, ETC. THAT THE ENGINEER DEEMS SALVAGEABLE SHALL BE NEATLY STOCKPILED IN AN AREA DESIGNATED BY THE ENGINEER, FOR FUTURE REMOVAL BY COUNTY FORCES.
13. THE CONTRACTOR SHALL PROVIDE BORROW MATERIAL FROM BORROW PITS APPROVED BY THE ENGINEER, AND INCORPORATE IT INTO THE WORK IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
14. THE COUNTY SHALL SUPPLY CONTROL POINTS FOR LINE AND GRADE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE STAKE-OUT OF THE PROJECT, i.e., LINE, GRADE, SLOPE STAKE, UTILITY RELOCATIONS OR ANY OTHER STAKE-OUT THAT MAY BE REQUIRED TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THIS WORK.
16. OVERALL CLEAN-UP SHALL BE ACCOMPLISHED BY THE CONTRACTOR IN ACCORDANCE WITH COUNTY STANDARDS OR AS DIRECTED BY THE ENGINEER. ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS.
17. THE CONTRACTOR SHALL ENDEAVOR TO PROTECT PRIVATE PROPERTY. ANY DAMAGE CAUSED BY THE CONTRACTOR IN THE PERFORMANCE OF HIS WORK SHALL BE CORRECTED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE. PAYMENT SHALL NOT BE MADE FOR THIS WORK.
18. ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY THE CONTRACTOR'S HAULING OR EXCAVATION EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER. PAYMENT SHALL NOT BE MADE FOR THIS WORK.
19. ALL SIDEWALK RAMPS SHALL BE BUILT PER THE LATEST F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS AT THE TIME OF BID.
20. ALL EROSION CONTROL FENCES AND BARRIERS SHALL BE ERECTED PRIOR TO ANY LAND ALTERATIONS, MAINTAINED DURING CONSTRUCTION, AND REMOVED FOLLOWING SOIL STABILIZATION AND FINAL DRESSING.
21. DURING DEWATERING OPERATIONS, THE CONTRACTOR SHALL NOT DISCHARGE DIRECTLY TO RECEIVING WATERS, EXISTING CONVEYANCES TO RECEIVING WATERS OR WETLAND SYSTEMS. TEMPORARY SEDIMENT BASINS OR TRAPS SHALL BE UTILIZED TO COLLECT THE DISCHARGE FROM DEWATERING ACTIVITIES TO ELIMINATE THE POTENTIAL FOR OFFSITE SEDIMENT TRANSPORT.
22. CONCRETE VALVE PADS ARE REQUIRED AND NOT A COST ITEM TO THE COUNTY - USE WATER TECHNICAL SPECIFICATION W-9 BY PASCO COUNTY.
23. ANY U.S.C. & G.S. MONUMENT WITHIN LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, PROJECT ENGINEER SHOULD NOTIFY;
    DIRECTOR, NATIONAL GEODETIC SURVEY
    1315 EAST WEST HIGHTWAY
    SILVER SPRING, MARYLAND 20910-2382
    PHONE: (301) 713-3242



TYPICAL SECTION

STA. 12+12.00 TO STA. 47+57.41

SILT FENCE LOCATIONS:
STA. 12+00.00 TO STA. 34+20.00
STA. 35+50.00 TO STA. 47+60.00

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COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER EDO24-009

$USER$ $DATE$ $TIME$ $FILE$

INTERCONNECT
GENERAL NOTES

SHEET NO. 1-2

SIGNALIZATION

1. The CONTRACTOR shall familiarize themself with Pasco County Technical Specifications For Traffic Signals. Some item numbers and tasks may differ from Florida Department Of Transportation Specifications.
2. The CONTRACTOR shall notify the "Sunshine State One Call" notification center not less than 48 hours, nor more than 5 days in advance of any of the CONTRACTOR'S work activity which may impact any utility facility. Call "Sunshine State One Call" at 1-800-432-4770. It will be the CONTRACTOR'S sole responsibility for having underground cable sites located and identified by proper authorities at time of construction.
3. The CONTRACTOR shall contact the local power company for their assistance in performing all necessary work under power lines. Such work shall include, but not be limited to, the installation of mast arms, signal cable, and/or signal poles.
4. The CONTRACTOR shall be responsible for the proper amount of rake for signal poles with respect to loading to be used on poles at the time of installation. This information is available from the pole manufacturer.
5. Traffic signal cable providing power to vehicular and pedestrian signal heads shall not be installed in the same conduit containing loop lead-ins and pedestrian detector cables.
6. All saw cuts for loops shall be sealed with flexible epoxy.
7. All signal heads shall be LED and furnished with tunnel visors.
8. The CONTRACTOR shall notify the Pasco County Traffic Services Division, at least 48 hours in advance of loop cutting and activating of new traffic controllers.
9. The CONTRACTOR shall verify all base of pole elevations ensure final signal head heights meet FDOT requirements , that the foundation is flush with the grade, etc. ,before ordering poles.
10. The CONTRACTOR is to de-water the foundation excavation if the elevation of water is higher than the elevation of the pole base.
11. Traffic shall be maintained during the splicing activity through the use of off-duty police officers, temporary signals, or by other means approved by the Pasco County Traffic Services Division.
12. At the time of final inspection of the project, the CONTRACTOR shall furnish the project manager with 2 complete sets of As-built plans.
13. The CONTRACTOR shall verify color codes for signal cable and interconnect cable with the Traffic Services Division. Contact the Traffic Signal Supervisor.
14. All grounding wire shall be exothermically welded to ground rod electrodes or an array of electrodes.
15. Possible tree trimming and removal may be required to provide adequate sight distance, or as ordered by the ENGINEER. All expenses incurred for this work will be divided among the item number for signalization.
16. At locations where underground utilities are in close proximity to signal pole foundations, the CONTRACTOR shall hand dig the first 48 inches of the foundation.
17. Five section heads over left turn lane lines shall be wired for future 3 or 5 section heads.

CONDUIT

1. It should be noted that no test borings were made where conduit runs are to be installed by boring or trenching.
2. Conduit shall be encased in sand cement in areas where a minimum depth of 18 inches cannot be met.
3. Three conduits shall be provided between the nearest signal pole and the controller cabinet. 2 conduits shall be 2 inch minimum PVC. 1 shall contain signal cable, and the other shall contain pedestrian push button cable. The third conduit shall be galvanized metal and shall contain the electrical power service.
4. All conduit shall be 2 inch minimum unless otherwise specified in plans.
5. All conduit shall be installed prior to roadway base or sidewalk construction.
6. The termination ends of all POLYVINYL CHLORIDE (PVC) plastic conduit entering all pull boxes and cabinet bases shall be fitted with an End Bell Duct Fitting prior to any pulline or cable installation.

INTERCONNECT CONDUIT

1. Neptco Inc. mule tape # 1250 P3 MF 11.75 Fx 9.5 1250 lb and a 14 gauge XHHW wire for tracing or approved equal shall be installed in all conduits which are to receive cable at a future time. At least 3 feet of pulline shall be accessible at each conduit termination and secured within the pullbox or place of termination.
2. All conduit shall be rodded and brushed as per Pasco County's Traffic Signal Specifications.
3. All conduit with pulline installed shall be sealed and capped to avoid further debris and soil from entering during construction.
4. Detectable locating tape shall be placed over the centerline of the 4" pvc outerduct one foot below grade. Payment for detection tape is included in the pay item for conduit.
5. The termination ends of all Polyvinyl Chloride (PVC) plastic conduit entering all pullboxes and cabinet bases shall be fitted with an End Bell Duct Fitting prior to any pulline or cable installation.

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PASCO COUNTY
ENGINEERING SERVICES

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		SIG004119
COLLIER	PASCO	TASK ORDER NUMBER
		EDO24-009

$USER$ $DATE$ $TIME$ $FILE$

INTERCONNECT
GENERAL NOTES

SHEET NO. I-3

TABULATION OF QUANTITIES

BID ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS														TOTAL THIS SHEET		GRAND TOTAL	
			I-5		I-6		I-7		I-8		I-9		I-10		I-11					
			ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL
630-2-11	CONDUIT, (F&I, UNDERGROUND)	LF	288		560		560		560		417		560		456		3,401		3,401	
630-2-12	CONDUIT, (F&I, UNDER PAVEMENT)	LF	0		0		0		0		159		0		12		171		171	
633-1-124	FIBER OPTIC CABLE (F&I, 144-COUNT)	LF	388		560		610		560		726		560		618		4,022		4,022	
633-2-32	FIBER OPTIC CONNECTION (SPLICE)	EA	12		0		0		0		12		0		12		36		36	
633-3-14	FIBER OPTIC CONNECTION HARDWARE (F&I, BUFFER TUBE FAN OUT KIT)	EA	1		0		0		0		1		0		1		3		3	
633-3-15	FIBER OPTIC CONNECTION HARDWARE (F&I, PATCH PANEL - PRETERMINATED)	EA	1		0		0		0		1		0		1		3		3	
633-3-17	FIBER OPTIC CONNECTION HARDWARE (F&I CONNECTOR PANEL)	EA	1		0		0		0		1		0		1		3		3	
633-3-32	FIBER OPTIC CONNECTION HARDWARE (F&I SPLICE TRAY)	EA	1		0		0		0		1		0		1		3		3	
635-2-12	FIBER OPTIC PULL BOX (F&I, 24"x36")	EA	1		0		1		0		2		0		2		6		6	
635-2-13	FIBER OPTIC VAULT (F&I, 30"x60")	EA	1		0		0		0		1		0		1		3		3	
671-2-10	TRAFFIC CONTROLLER (MODIFY)	EA	1		0		0		0		0		0		0		1		1	
678-1	TRAFFIC CONTROLLER ACCESSORIES (F&I, GPS CARD)	EA	1		0		0		0		1		0		1		3		3	
682-1-143	CCTV CAMERA (F&I, PTZ)	EA	1		0		0		0		0		0		1		2		2	
684-1-1	MANAGED FIELD ETHERNET SWITCH (F&I)	EA	1		0		0		0		1		0		1		3		3	
684-90-102	NETWORK DEVICES (MIOVISION HOP WITH CELLULAR COMMUNICATIONS)	EA	1		0		0		0		0		0		0		1		1	

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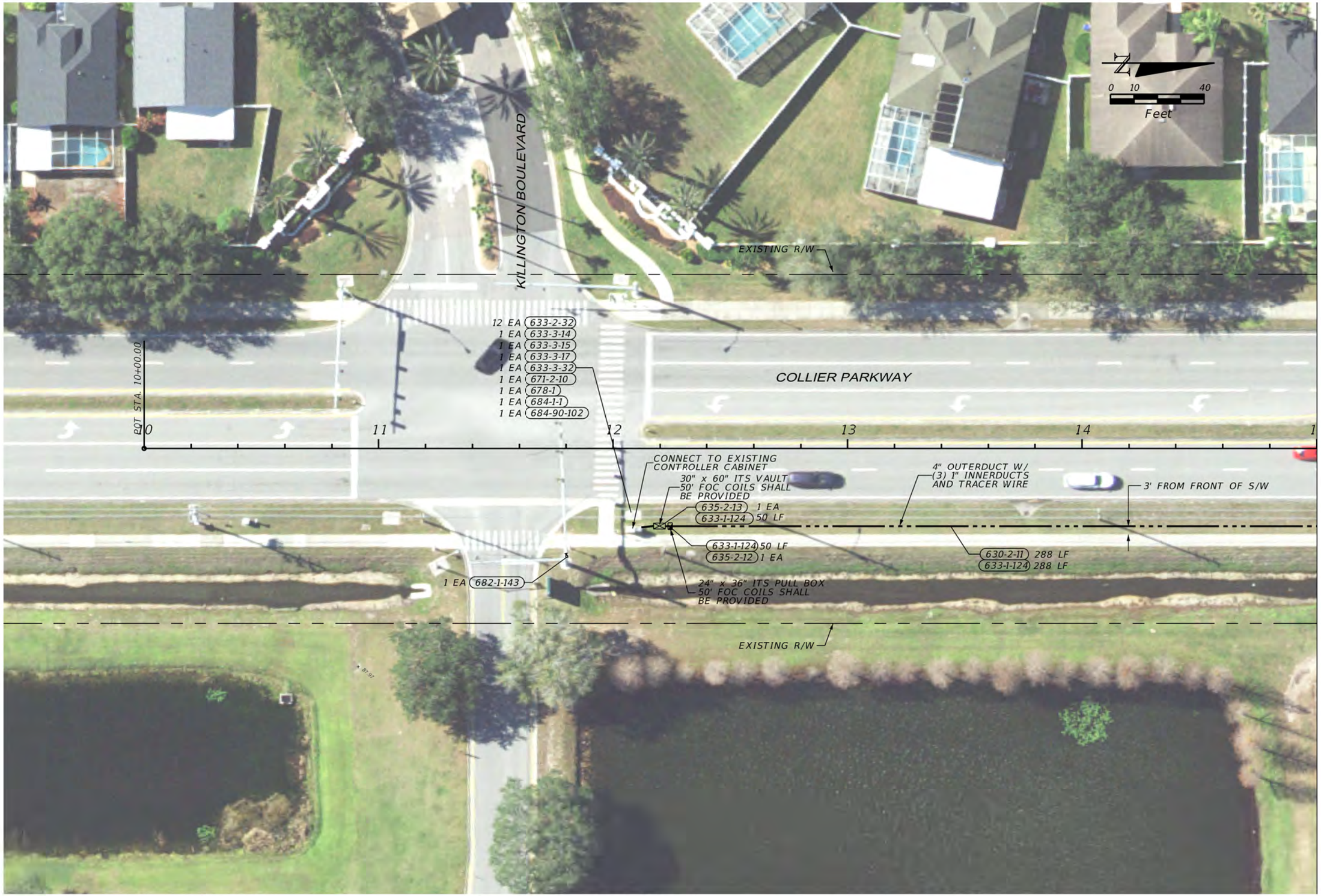
		TASK ORDER NUMBER ED024-009

$USER$ $DATE$ $TIME$ $FILE$

INTERCONNECT
TABULATION OF QUANTITIES

SHEET NO. I-4



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INTERCONNECT PLAN SHEET (1)

SHEET NO. I-5

$USERS $DATES $TIMES $FILES

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INTERCONNECT PLAN SHEET (2)

SHEET NO. I-6

$USERS $DATES $TIMES $FILES

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INTERCONNECT PLAN SHEET (3)

SHEET NO. I-7

$USERS $DATES $TIMES $FILES

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INTERCONNECT PLAN SHEET (4)

SHEET NO. I-8

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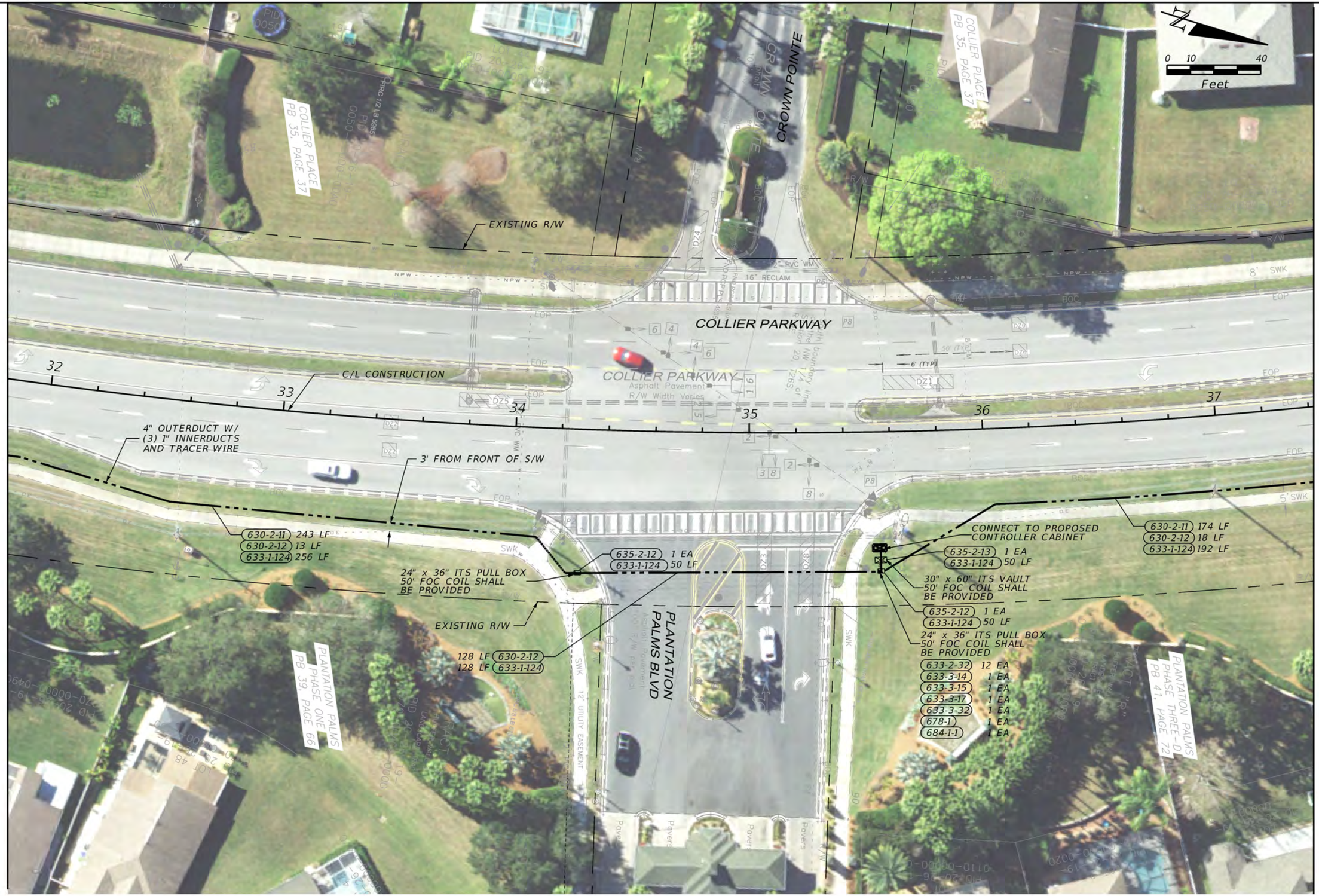

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INTERCONNECT PLAN SHEET (5)

SHEET NO. I-9

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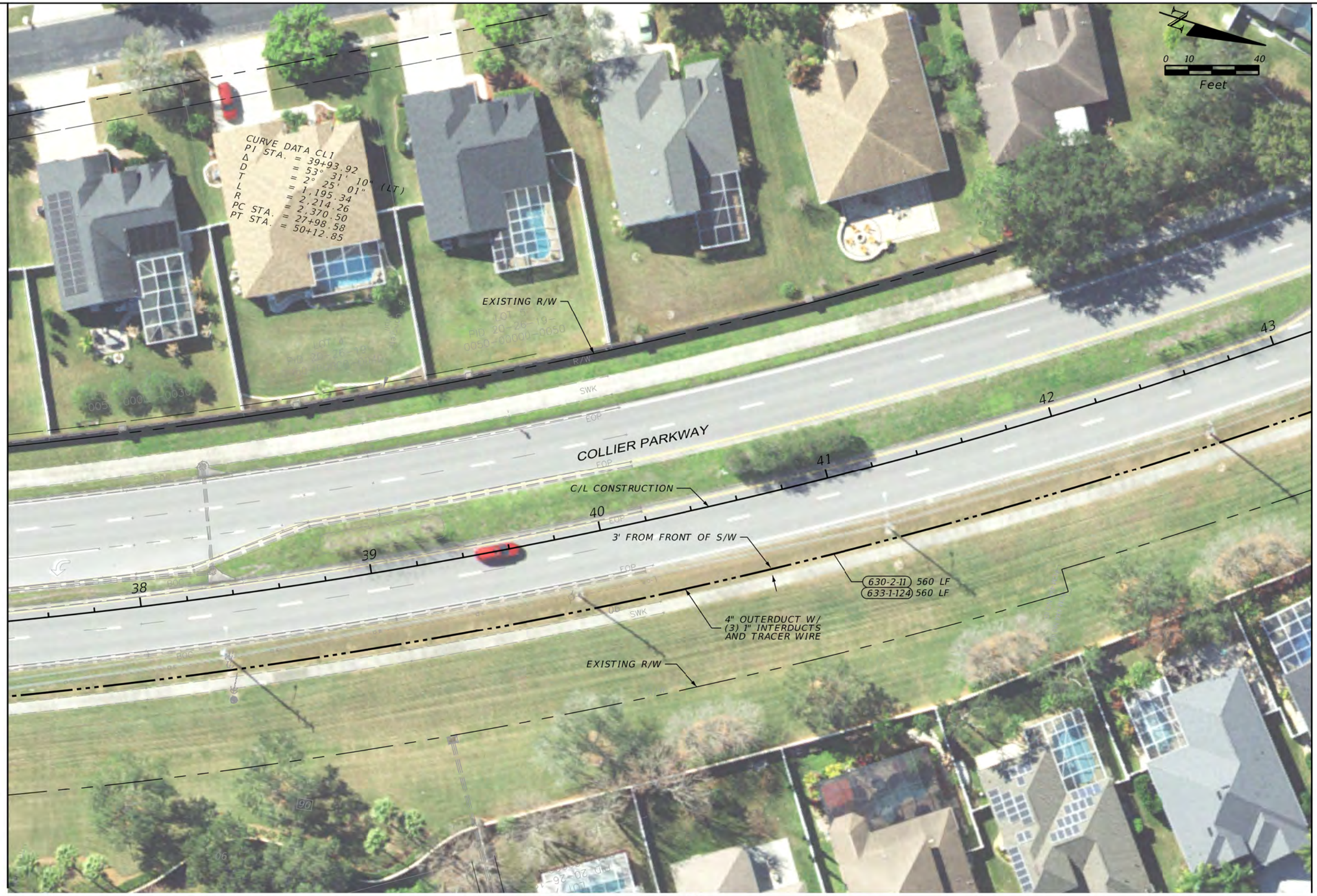

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PASCO COUNTY
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INTERCONNECT PLAN SHEET (6)

SHEET NO. I-10

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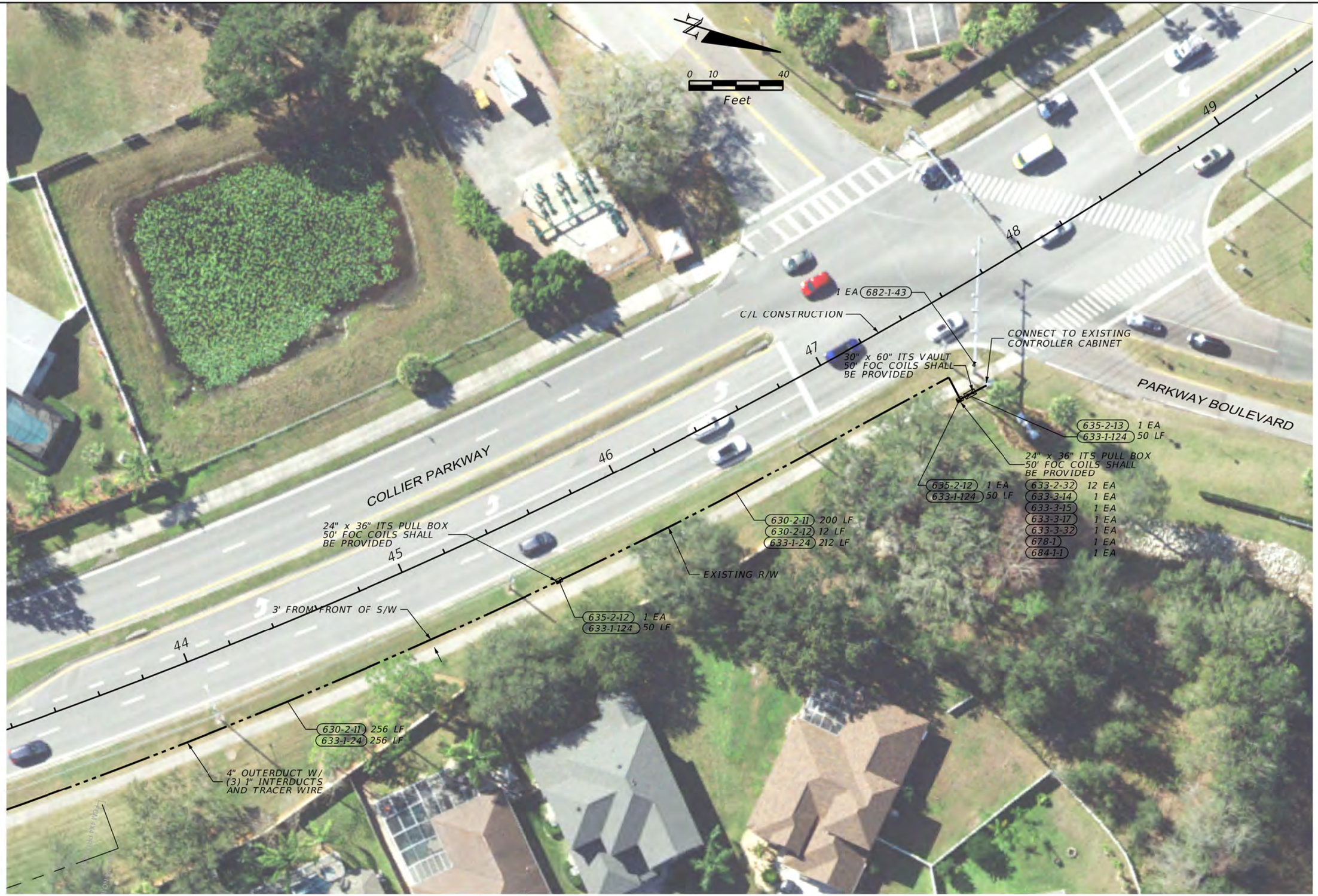

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INTERCONNECT PLAN SHEET (7)

SHEET NO. I-11

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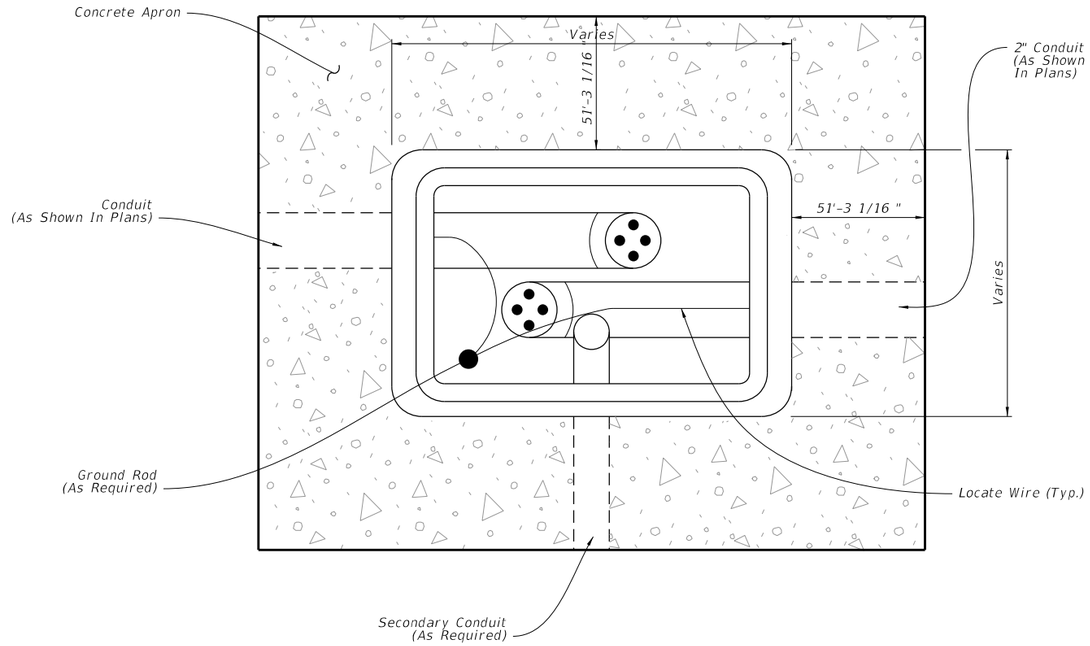
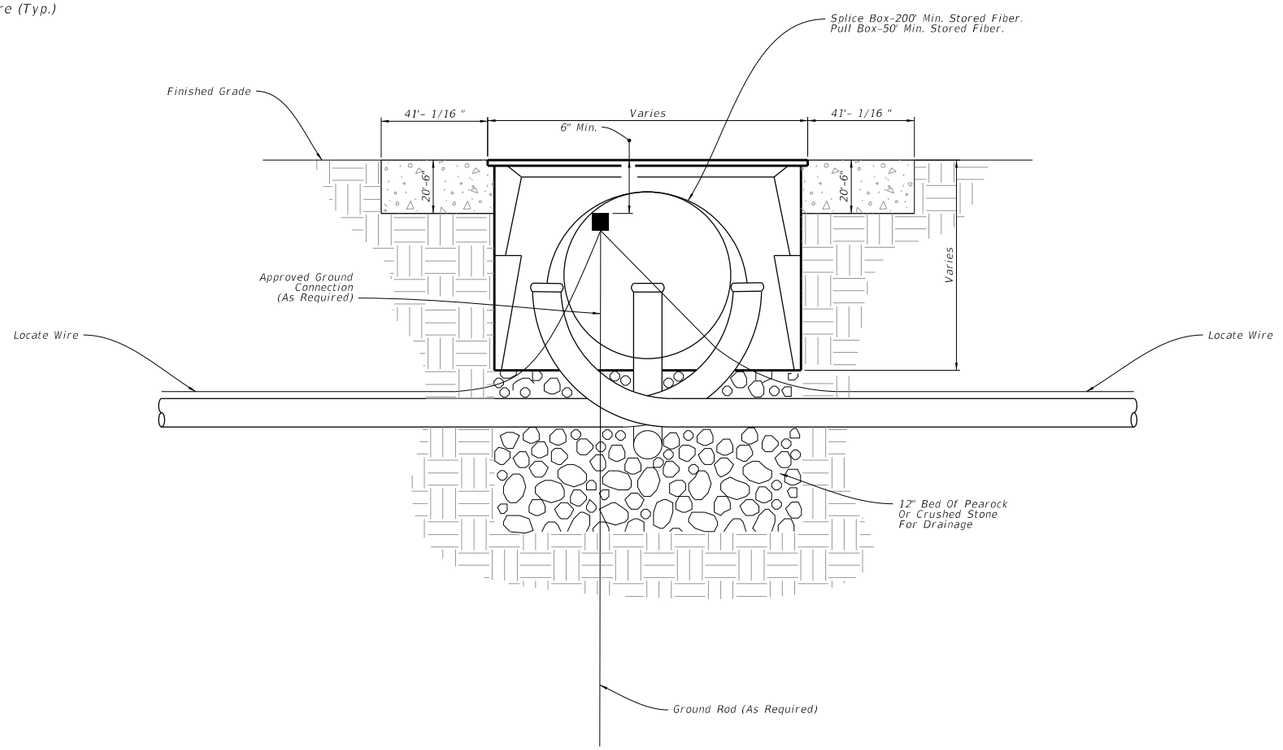


PLAN



ELEVATION

FIBER OPTIC BOX

FIBER OPTIC PULL BOX

NOTES:

1. FIBER OPTIC PULL BOXES SHALL NOT CONTAIN ELECTRICAL CONDUIT OR CONDUCTORS.
2. CONDUIT C/L SHALL BE ALIGNED TO TOP EDGE OF PULL BOX TO FACILITATE CABLE PULLING.
3. PVC SHALL BE USED TO EXTEND FIBER OPTIC CONDUIT (HDPE) INTO FIBER OPTIC PULL BOX.
4. FIBER OPTIC PULL BOX SHALL BE PAID FOR UNDER THE PULL AND SPLICE BOXES (24"x36" COVER SIZE) PAY ITEM: 635-2-12.
5. ALL FIBER OPTIC PULL BOXES SHALL HAVE 12" X 4" DEEP CONC APRONS SLOPED AWAY FROM PULL BOX. THE COST OF APRON IS TO BE INCLUDED IN THE COST OF PULL BOX.
6. FIBER OPTIC PULL BOX COVERS SHALL BEAR THE LEGEND "PASCO CO ATMS" INTEGRALLY CAST INTO THEM.
7. FIBER OPTIC PULLBOX DIMENSIONS SHALL BE 18" (WIDTH) x 30" (LENGTH) x 24" (DEPTH).
8. FIBER OPTIC PULLBOX WEIGHT INCLUDING LID SHALL BE 175 LBS.

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INTERCONNECT DETAILS

SHEET NO. 1-12

$USER$ $DATE$ $TIME$ $FILE$

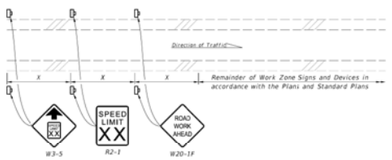
CLEAR ZONE WIDTHS FOR WORK ZONES:

The term 'clear zone' describes the unobstructed relatively flat area, impacted by construction, extending outward from the edge of the traffic lane. The table below gives clear zone widths in work zones for medians and roadside conditions other than for roadside canals; where roadside canals are present, clear zone widths are to conform with the distances to canals as described in the FDOT Design Manual 215.2.

TABLE 5
CLEAR ZONE WIDTHS FOR WORK ZONES

WORK ZONE SPEED (MPH)	TRAVEL LANES & MULTILANE RAMPS (feet)	AUXILIARY LANES & SINGLE LANE RAMPS (feet)
60-70	30	18
55	24	14
45-50	18	10
30-40	14	10
ALL SPEEDS CURB & GUTTER	4' BEHIND FACE OF CURB	4' BEHIND FACE OF CURB

NOTE: For temporary conditions where existing curb has been removed but not reconstructed, curb and gutter values may be used.



SPEED REDUCTION SIGNING

NOTES:

1. X = Work Zone Sign Spacing
2. When called for in the Plans, use this detail in accordance with the Plans and Standard Plans. Place the speed reduction signs (W3-5 and R2-1) in advance of the "Road Work Ahead" sign (W20-1F) as shown.
3. Do not use this detail in conjunction with the Motorist Awareness System.
4. For speed reductions greater than 10 MPH, reduce the speed in 10 MPH increments of 'X' distance. Do not reduce the speed below the minimum statutory speed for the class of facility.
5. Place additional "Speed Limit" signs (R2-1) at intervals of no more than one mile for rural conditions and 1,000 feet for urban conditions.
6. For undivided roadways, omit the signs shown in the median.
7. Remove temporary regulatory speed signs as soon as the conditions requiring the reduced speed no longer exist. Once the work zone regulatory speeds are removed, the regulatory speed existing prior to construction will automatically go back into effect.

SUPERELEVATION:

Horizontal curves constructed in conjunction with work zone traffic control should have the required superelevation applied to the design radii. Under conditions where normal crown controls curvature, the minimum radii that can be applied are listed in the table below.

TABLE 6
MINIMUM RADII FOR NORMAL CROWN

WORK ZONE POSTED SPEED	MINIMUM RADIUS
MPH	Feet
70	4090
65	3130
60	2400
55	1840
50	1390
45	1080
40	820
35	610
30	430

Superelevate When Smaller Radii is Used

OVERWEIGHT/OVERSIZE VEHICLES:

Restrictions to Lane Widths, Heights or Load Capacity can greatly impact the movement of over dimensioned loads. The Contractor shall notify the Engineer who in turn shall notify the State Permits Office, phone no. (850) 410-5777, at least seven calendar days in advance of implementing a maintenance of traffic plan which will impact the flow of overweight/oversized vehicles. Information provided shall include location, type of restriction (height, width or weight) and restriction time frames. When the roadway is restored to normal service the State Permits Office shall be notified immediately.

LANE WIDTHS:

Lane widths of through roadways should be maintained through work zone travel ways wherever practical. Provide minimum widths for work zone travel lanes as follows: 11' for interstate with at least one 12' lane provided in each direction, unless formally accepted by the Federal Highway Administration; 11' for all other limited access roadways; and 10' for all other facilities.

HIGH-VISIBILITY SAFETY APPAREL:

All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for "High-Visibility Safety Apparel", and labeled as ANSI/ISEA 107-2004 or newer. The apparel background (outer) material color shall be either fluorescent orange-red or fluorescent yellow-green as defined by the standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 1,000 feet. Class 3 apparel may be substituted for Class 2 apparel. Replace apparel that is not visible at 1,000 feet.

WORKERS: All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel. Workers operating machinery or equipment in which loose clothing could become entangled during operation shall wear fitted high-visibility safety apparel. Workers inside the bucket of a bucket truck are not required to wear high-visibility safety apparel.

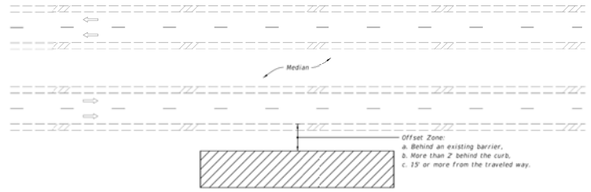
UTILITIES: When other industry apparel safety standards require utility workers to wear apparel that is inconsistent with FDOT requirements such as NFPA, OSHA, ANSI, etc., the other standards for apparel may prevail.

FLAGGERS: For daytime activities, Flaggers shall wear ANSI/ISEA Class 2 apparel. For nighttime activities, Flaggers shall wear ANSI/ISEA Class 3 apparel.

LENGTH OF LANE CLOSURES:

For interstates and state highways with a posted speed of 55MPH or greater, lane closures must not exceed 3 miles (includes taper, buffer, and work zone) in any given direction; and must not close two consecutive interchanges.

LAST REVISION	DESCRIPTION:	FDOT	FY 2024-25 STANDARD PLANS	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES	INDEX	SHEET
11/01/20					102-600	3 of 11



MULTILANE ROADWAY SHOWN, TWO-LANE ROADWAY SIMILAR

NOTES:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work beyond the shoulder.
2. Use Index 102-602 when the work operation (excluding establishing and terminating the work areas) requires that two or more work vehicles cross the Offset Zone in any one hour period.
3. Use Index 102-660 when Work Area encroaches a Sidewalk.

SYMBOLS:

- Work Area
- Lane Identification and Direction of Traffic

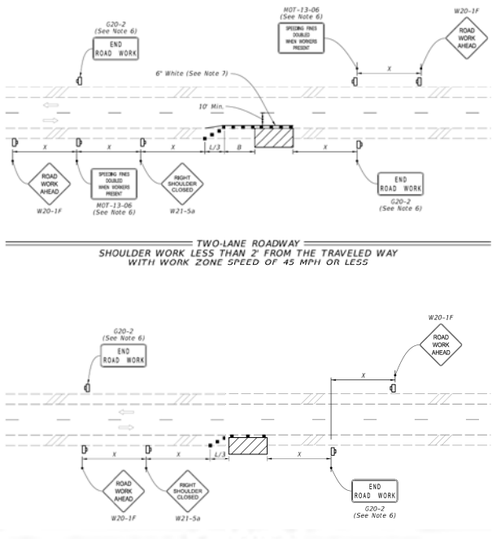
LAST REVISION	DESCRIPTION:	FDOT	FY 2024-25 STANDARD PLANS	TWO-LANE AND MULTILANE ROADWAY, WORK BEYOND THE SHOULDER	INDEX	SHEET
11/01/20					102-601	1 of 1

NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (R21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (R21-1) may be used instead of the "Shoulder Closed" sign (R21-5a).

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Arrow Board
- Stop Bar
- Lane Identification and Direction of Traffic



TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY WITH WORK ZONE SPEED OF 45 MPH OR LESS

TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

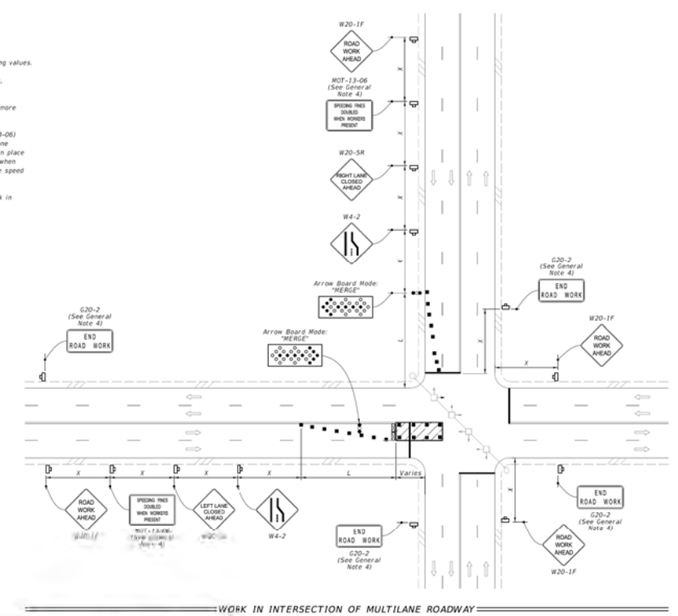
LAST REVISION	DESCRIPTION:	FDOT	FY 2024-25 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX	SHEET
11/01/21					102-602	1 of 2

GENERAL NOTES:

1. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", and channelizing device spacing values.
2. If vehicles in a parking zone block the line of sight to TCZ signs, locate and post mount signs in accordance with Index 700-101.
3. Use temporary "STOP" sign (R1-1) where the existing stop bar is more than 30' from the taper, remove or cover existing sign.
4. The "Speeding Fines Doubled When Workers Present" sign (MOT-13-06) and "End Road Work" Sign (G20-2), along with associated Work Zone Sign Distances, may be omitted when the work operation will be in place for 24 hours or less. Additionally, arrow boards may be omitted when the work operation will be in place for 60 minutes or less and the speed limit is 45 mph or less.
5. If the work area extends across a crosswalk, close the crosswalk in accordance with Index 102-660.
6. Dual signs are required for divided roadways.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Arrow Board
- Stop Bar
- Lane Identification and Direction of Traffic



WORK IN INTERSECTION OF MULTILANE ROADWAY

LAST REVISION	DESCRIPTION:	FDOT	FY 2024-25 STANDARD PLANS	MULTILANE ROADWAY, INTERSECTION WORK	INDEX	SHEET
11/01/22					102-615	1 of 5

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

COASTAL DESIGN CONSULTANTS
7026 Little Road, New Port Richey, Fl 34653
Certificate of Authorization No. 00009572
Hunter P. Brown, P.E. No. 74664

PASCO COUNTY
ENGINEERING SERVICES

ROAD NO.	COUNTY	WORK ORDER NUMBER
COLLIER	PASCO	SIG004119
		TASK ORDER NUMBER ED024-009

MAINTENANCE OF TRAFFIC DETAILS

SHEET NO. M-1

$USER$ $DATE$ $TIME$ $FILE$

TIERRA

October 22, 2024

Coastal Design Consultants, Inc.
7026 Little Road
New Port Richey, FL 34654

Attn: Mr. Hunter P. Brown, P.E.

Re: Geotechnical Engineering Services Report
Intersection Signalization
Plantation Palms Boulevard & Collier Parkway
Pasco County, Florida
Tierra Project No. 6511-24-189

Mr. Brown:

Tierra, Inc. (Tierra) has performed a geotechnical study for the proposed intersection improvements at Plantation Palms Boulevard and Collier Parkway in Pasco County, Florida. Two (2) new signal pole structures are proposed at the intersection. This report presents the findings of our field explorations and geotechnical engineering recommendations for use in the design of the proposed strain signal pole structure foundations.

Subsurface Investigation

To evaluate the subsurface conditions, Tierra performed two (2) Standard Penetration Test (SPT) borings within close proximity to the proposed strain signal pole foundation locations to approximate depths of 30 feet below existing grade. The borings were located in the field by a representative of Tierra using project design information provided by Coastal Design Consultants, Inc. (Coastal) and hand-held, non-survey grade Garmin Etrex® Global Positioning System (GPS) equipment with a manufacturer's reported accuracy of ±10 feet. The boring locations should be considered approximate. If the boring locations become critical to design, then Tierra recommends that the boring locations be survey located. The approximate boring locations are provided on the **Boring Location Plan** in the **Attachments** of this report.

The SPT borings were performed in general accordance with the American Society for Testing and Materials (ASTM) Test Designation D-1586. The initial 6 feet of the borings were manually augered to verify clearance of underground utilities. The SPT resistance values were then recorded at intervals of 2 feet to a depth of 10 feet and on intervals of 5 feet thereafter to the boring termination depth. Detailed soil information is presented on the attached **Soil Profiles**.

Groundwater Information

Within the borings performed, groundwater was encountered at a depth of approximately 1½ to 2 feet below existing grades. It should be noted that groundwater levels tend to fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect can also occur in which higher groundwater levels are normally recorded in rainy seasons.

Review of Topographic Information

Based on a review of the "Lutz, Florida" USGS Quadrangle Map, it appears that the natural ground surface elevation at the project site is on the order of approximately +85 feet, National Geodetic Vertical Datum of 1929 (NGVD 29).

Review of Potentiometric Information

Based on a review of the "Upper Floridan Potentiometric Surface" Maps Published by the USGS, the potentiometric surface elevation of the Upper Floridan Aquifer at the proposed signal pole structure locations is approximately +70 feet, NGVD. The natural ground elevation at the project site is on the order of approximately +85 feet, NGVD 29. The SPT borings performed at the signal pole foundation locations did not encounter artesian flow conditions during the field exploration. However, the contractor's tools and construction methods should address and handle a potentiometric level of up to +70 feet, NGVD 29 at no additional cost to the owner.

Geotechnical Considerations and Recommendations

General – It is our understanding that the design of the strain signal pole foundations will be performed by Coastal with the approved Florida Department of Transportation (FDOT) *Mathcad* program for the design of the strain signal pole foundations and/or *Atlas* program for strain piles. These programs model the subsurface as a uniform soil type with consistent strength properties; however, the results of the borings indicate different soil types and properties throughout the boring depths.

Recommended soil parameters for the proposed signal pole foundations are provided below. We recommended the signal pole foundations be designed based on saturated conditions, i.e. the groundwater table at the surface. Tierra recommends the upper sandy soil layer be used for the design:

Recommended Soil Design Parameters for Strain Signal Pole Structures
Plantation Palms at Collier Parkway
Pasco County, Florida

Boring	Intersection Quadrant	FDOT MathCad Soil Type	Total Unit Weight (PCF)	Effective Unit Weight[(1)] (PCF)	Friction Angle φ°	Cohesion (PSF)
SG-1	NE	SAND	112	50	30	0
SG-2	SW	SAND	112	50	30	0

Notes:
(1) Effective unit weight based on saturated conditions.

The torsional resistance calculated for the SAND soil model in the FDOT *Mathcad* program requires an average SPT N value. Tierra has provided the equivalent average N-value for different shaft depths on the attached **Recommended Average N-Value Table.**

Shaft Embedment/Length – If the proposed signal pole foundation is to be installed within berms or embankments with side slopes steeper than 4H:1V, the foundation designer should include the portion of the shaft with less than 2.5D (D=shaft diameter) horizontal soil cover (face-of-shaft to face-of-slope) in the unsupported length, and design the portion of the shafts with more than 2.5D horizontal soil cover as though founded in level ground.

Within SPT boring SG-1, very loose sandy soils were encountered within the initial 8 feet of the borehole. Tierra recommends that the shaft should not be tipped within two shaft diameters of the very loose sandy soils.

Once tip elevations are determined, Tierra recommends that we be provided the design tip elevations for review prior to incorporation into the final design to ensure that the foundation is tipped/embedded at an elevation consistent with suitable material.

Shaft Installation – The proposed signal pole foundations should be installed in accordance with the FDOT Specifications. Temporary casing methods for shaft installation may be required to prevent the collapse/sloughing of the sandy and silty soils and/or groundwater intrusion during the shaft excavation.

Temporary casing methods for shaft installation beyond what is required in the FDOT specifications may be required in order to prevent the collapse of sandy soils and/or groundwater intrusion during shaft construction.

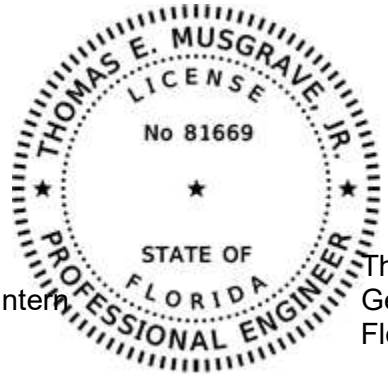
Report Limitations

The scope of our services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, groundwater, or air, on or below or around this site. The scope of our services did not include determination of the potential for sinkhole activity. Any statements in this report or on the boring logs regarding odors, colors, unusual or suspicious items or conditions are strictly for the information of our client.

Tierra appreciates the opportunity to be of service to Coastal Design Consultants, Inc. on this project. If you have any questions or comments, please contact our office at your earliest convenience.

Respectfully Submitted,

TIERRA, INC.



Thomas E Musgrave
2024.10.22 12:35:30-04'00'

Tyler R. Jean, E.I.
Geotechnical Engineer Intern

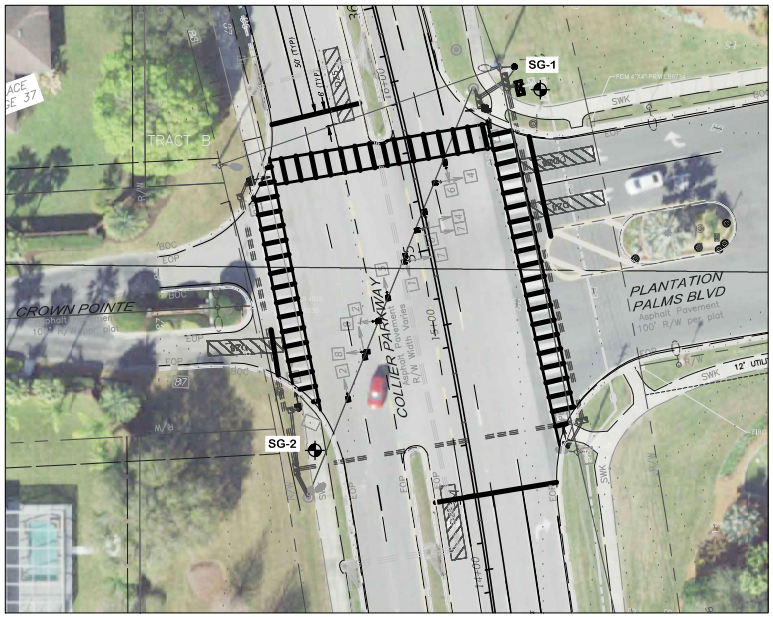
Thomas E. Musgrave, Jr., P.E.
Geotechnical Engineer
Florida License No. 81669

Attachments: Report of Core Boring Sheet
Recommended Average N-Value Tables

BORING LOCATION PLAN

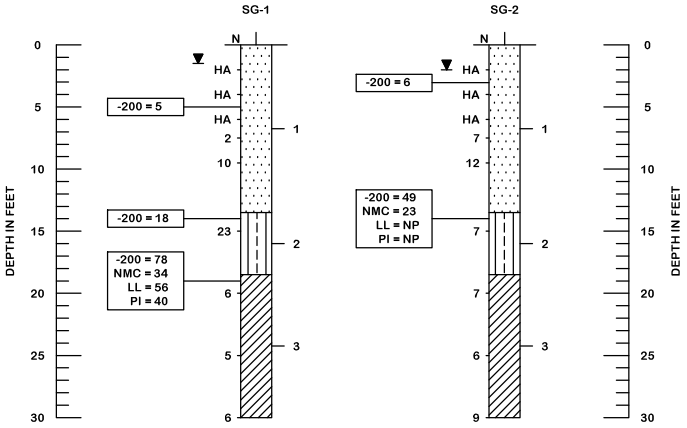
0 50'

PLAN SCALE



NOTE: BASE MAP PROVIDED BY COASTAL DESIGN CONSULTANTS, INC.

SOIL PROFILES



LEGEND

1		GRAY TO BROWN SAND TO SAND WITH SILT (SP/SP-SM)
2		BROWN SILTY SAND (SM)
3		GRAY TO BROWN TO ORANGE CLAY (CL/CH)
		APPROXIMATE LOCATION OF SPT BORING
		GROUNDWATER LEVEL ENCOUNTERED DURING INVESTIGATION
N		SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED)
SP		UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW
NGVD 29		NATIONAL GEODETIC VERTICAL DATUM OF 1929
-200		PERCENT PASSING #200 SIEVE
NMC		NATURAL MOISTURE CONTENT (%)
LL		LIQUID LIMIT (%)
PI		PLASTICITY INDEX (%)
NP		NON PLASTIC

NOTES:

1. BORING LOCATIONS WERE DETERMINED USING GPS COORDINATES OBTAINED IN THE FIELD BY A TIERRA REPRESENTATIVE USING A GPS DEVICE WITH A REPORTED ACCURACY OF APPROXIMATELY +/- 10 FEET. THEREFORE, THE LOCATIONS SHOULD BE CONSIDERED APPROXIMATE.

2. BASED ON A REVIEW OF THE "UPPER FLORIDAN POTENTIOMETRIC SURFACE" MAP PUBLISHED BY THE USGS, THE POTENTIOMETRIC SURFACE ELEVATION OF THE UPPER FLORIDAN AQUIFER IN THE PROJECT VICINITY IS REPORTED UP TO APPROXIMATELY +70 FEET, NGVD 29. ARTESIAN FLOW CONDITIONS WERE NOT ENCOUNTERED DURING OUR FIELD EXPLORATION; HOWEVER, THE CONTRACTORS TOOLS AND CONSTRUCTION METHODS SHOULD ADDRESS AND HANDLE A POTENTIOMETRIC LEVEL UP TO +70 FEET, NGVD 29 AT NO ADDITIONAL COST TO THE OWNER.

3. TEMPORARY CASING METHODS FOR SHAFT INSTALLATION BEYOND WHAT IS REQUIRED IN THE FDOT SPECIFICATIONS MAY BE REQUIRED IN ORDER TO PREVENT THE COLLAPSE OF THE SANDY SOILS AND/OR GROUNDWATER INTRUSION DURING SHAFT CONSTRUCTION.

AUTOMATIC HAMMER	
GRANULAR MATERIALS-RELATIVE DENSITY	SPT (BLOWS/FT.)
VERY LOOSE	LESS THAN 3
LOOSE	3 TO 8
MEDIUM	8 TO 24
DENSE	24 TO 40
VERY DENSE	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT (BLOWS/FT.)
VERY SOFT	LESS THAN 1
SOFT	1 TO 3
FIRM	3 TO 6
STIFF	6 TO 12
VERY STIFF	12 TO 24
HARD	GREATER THAN 24

DRAWN BY: SW
CHECKED BY: TJ
APPROVED BY: TEM
DATE: OCT 2024
ENGINEER OF RECORD: THOMAS E. MUSGRAVE, JR., P.E.
FLORIDA LICENSE NO.: 81669

TIERRA
7351 Temple Terrace Highway
Tampa, Florida 33637
Phone: 813-989-1354 Fax: 813-989-1355

SCALE: NOTED
PROJECT NUMBER: 6511-24-189

GEOTECHNICAL ENGINEERING SERVICES
PLANTATION PALMS AT COLLIER PARKWAY
PASCO COUNTY, FLORIDA

SHEET 1

Plantation Palms at Collier Parkway
Strain Signal Pole
Recommended Average N Value for MathCAD Spreadsheet
Pasco County, Florida
Tierra Project No.: 6511-24-189

Approximate Structure Ground Elevation (feet, NAVD 88):	---	Reference Boring:	SG-1
		Easting (Florida West, NAD 83)	516587
Approximate Boring Elevation (feet, NAVD 88):	---	Northing (Florida West, NAD 83)	1408498

Approximate Shaft Depth (feet)	Automatic Hammer SPT N Value	Corrected Safety Hammer N Value[(1)]	Average Weighted N Value for use in MATHCAD Torsional Calculation
1	HA[(2)]	4.0	4
2	HA[(2)]	4.0	4
3	HA[(2)]	4.0	4
4	HA[(2)]	4.0	4
5	HA[(2)]	4.0	4
6	HA[(2)]	4.0	4
7	2	2.5	3
8	2	2.5	3
9	10	12.4	5
10	10	12.4	6
11	10	12.4	7
12	10	12.4	8
13	10	12.4	8
14	23	28.5	9
15	23	28.5	10
16	23	28.5	11
17	23	28.5	11
18	23	28.5	11
19	6	7.4	11
20	6	7.4	10
21	6	7.4	10
22	6	7.4	9
23	6	7.4	9
24	5	6.2	8
25	5	6.2	8
26	5	6.2	8
27	5	6.2	7
28	5	6.2	7
29	6	7.4	7
30	6	7.4	7

(1) Automatic Hammer SPT N Value is corrected by a factor of 1.24 to equivalent Safety Hammer N Value in accordance with FDOT Specifications.

(2) HA: Hand augered. Corrected Safety Hammer N Value treated 4.

Plantation Palms at Collier Parkway
Strain Signal Pole
Recommended Average N Value for MathCAD Spreadsheet
Pasco County, Florida
Tierra Project No.: 6511-24-189

Approximate Structure Ground Elevation (feet, NAVD 88):	---	Reference Boring:	SG-2
		Easting (Florida West, NAD 83)	516496
Approximate Boring Elevation (feet, NAVD 88):	---	Northing (Florida West, NAD 83)	1408353

Approximate Shaft Depth (feet)	Automatic Hammer SPT N Value	Corrected Safety Hammer N Value[1]	Average Weighted N Value for use in MATHCAD Torsional Calculation
1	HA[2]	4.0	4
2	HA[2]	4.0	4
3	HA[2]	4.0	4
4	HA[2]	4.0	4
5	HA[2]	4.0	4
6	HA[2]	4.0	4
7	7	8.7	5
8	7	8.7	6
9	12	14.9	7
10	12	14.9	9
11	12	14.9	10
12	12	14.9	10
13	12	14.9	11
14	7	8.7	11
15	7	8.7	10
16	7	8.7	10
17	7	8.7	9
18	7	8.7	9
19	7	8.7	9
20	7	8.7	8
21	7	8.7	8
22	7	8.7	8
23	7	8.7	8
24	6	7.4	7
25	6	7.4	7
26	6	7.4	7
27	6	7.4	7
28	6	7.4	7
29	9	11.2	7
30	9	11.2	7

[1] Automatic Hammer SPT N Value is corrected by a factor of 1.24 to equivalent Safety Hammer N Value in accordance with FDOT Specifications.

[2] HA: Hand augered. Corrected Safety Hammer N Value treated 4.

BID PROPOSAL

IFB No.: IFB-BW-26-041

PROJECT NAME: COLLIER PARKWAY (PLANTATION PALMS BLVD. & COLLIER PKWY TRAFFIC SIGNAL)

1. **Bid Price.** Note that this sum represents the total of the prices shown in the following Bid Schedule. Should the BIDDER make any errors in determining a line item total or in the summation of the line item totals in said Bid Schedule, upon discovery of the errors, the correct multiplication and/or sum, will be used by the County in determining the Bid Price of a BIDDER; provided, however, the COUNTY shall not be liable for any failure to discover such errors:

   $_____
   (DO NOT LEAVE BLANK)

2. **Indemnification & Termination for Convenience** (See GC 6.2 & 16.2.3):

   $ 200.00

3. **Total Bid Price** (Add the dollar amounts stated in the above lines.)

   $_____
   (DO NOT LEAVE BLANK)

4. **Allowances**

   A. **Allowance Work** in accordance with Article 21 of the General Conditions.

   $ 90,000.00
   (FOR COUNTY USE ONLY)

   B. **Other Allowances**

   $_____
   (FOR COUNTY USE ONLY)

5. **Alternates (☐)**

   $_____
   (FOR COUNTY USE ONLY)

6. **Final Total Bid Price ***:

   $_____
   (FOR COUNTY USE ONLY)

---

* The dollar amounts shown herein are to be utilized by the COUNTY as a guide to selecting the *best qualified* low BIDDER. The COUNTY reserves the right to award on more than one or none of the Alternates at its sole discretion. The actual total compensation paid BIDDER for the Project described in these Contract Documents may vary from the amount stated herein due to adjustments in pay quantity/ quantities resulting from changes in item quantity/quantities, and/or adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

7. BIDDER acknowledges that included in the various items of the proposal, and in the Total Bid Price as indicated above, are costs for complying with the Florida Trench Safety Act.

   The BIDDER further identifies the cost to be $_____ **[IMPORTANT: this blank to be filled in by the BIDDER]**. This cost is itemized in the Florida Trench Safety Act Certification and Disclosure Statement that is included in this proposal as Exhibit B. It is a ***MANDATORY REQUIREMENT*** that the Disclosure Statement be submitted with a bid.

8. The Total Bid Price quoted above represents the Bid Proposal of the BIDDER, exclusive of consideration of Reserves for Specified Allowances and of the Alternate(s) listed in any accompanying Alternative Bid Schedule. Pasco County may select one or more of any said Alternate(s) relative to determining the lowest and best bid proposal. The Final Total Bid Price will be computed by Pasco County to reflect all Reserves for Allowances, as well as the addition or deletion of any Alternate(s) selected by the COUNTY. Where an Alternative Bid Schedule is provided, ***A FAILURE TO SUBMIT A PRICE FOR EACH ALTERNATE WILL RESULT IN REJECTION OF THE BID AS NONRESPONSIVE.***

9. Legal name of the BIDDER:_____.
   (**This name must match the name on your current W9 Form. The W9 will be requested at the time of award.** Designate with name, in typed or printed form, whether corporation, limited liability company, partnership, individual, or other type of legally recognized entity or person; if not a natural person, designate also the state or country of incorporation or other legal establishment, as applicable)

   All fictitious names or aliases:

   _____

   _____

10. Local (to New Port Richey, Florida) business and mailing address of the BIDDER:

    _____

11. Primary business and mailing address of the BIDDER: ☐ Same as local address.

    _____

    Contractor License No. _____

    Federal Employer Identification Number (FEIN): _____

12. Business phone number of the BIDDER: _____; Fax: _____

    Email Address: _____

13. The BIDDER has been operating under the present trade name continuously since:

_____

14. The BIDDER represents by execution of this document below that the BIDDER understands all the requirements associated with this Bid, that this is a serious Bid, and that the BIDDER will comply fully with all the stipulations included in the Bid Package.

The above-named BIDDER affirms and declares:

A. That the BIDDER, if an individual, is of lawful age, and that no other person, firm or corporation has any interest in this Proposal, or in the contract proposed hereby, except as expressly stated below (if none, so state):

B. That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

C. That the BIDDER is not in arrears to the COUNTY upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the COUNTY except as expressly stated below:

D. That no officer or employee or person whose salary is payable in whole or in part from the Treasury of the COUNTY is, shall be or shall become interested, directly or indirectly, as surety or otherwise in this Proposal, in the performance of this Contract, in the supplies, materials, equipment, and work or labor to which they relate, or in any portion of the profits thereof.

E. That the BIDDER is in compliance with Section 448.095(2), Fla. Stat. requiring CONTRACTOR and its SUBCONTRACTORS to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The BIDDER also confirms that no public employer has terminated a contract with the BIDDER for failure to comply with Section 448.095(2), Fla. Stat. (2020) within the 12 months preceding the date this Certification Form is signed by the BIDDER.

F. That the BIDDER has received and carefully examined all Addenda issued prior to uploading its Bid Proposal and its Bid Proposal will be accordance with all Addenda prior to Bid Opening.

G. That the BIDDER has examined publicly available information regarding site conditions, observed the side, received responses to questions regarding the site conditions submitted to the Purchasing Department at the link for this solicitation at https://pasococountyfl.bonfirehub.com prior to the deadline for questions, and attended any site visits offered by the County. Based on that information, BIDDER is fully satisfied as to: (1) the nature and location of the Work; (2) the location of all existing utilities; (3) subsurface conditions; (4) the character, quality and quantity of all materials needed for the performance of the Work; (5) the kind and extent of the equipment, labor and other resources or facilities needed for the performance of the Work; (6) the general and local conditions, as well as all difficulties that may be encountered, including but not limited to weather conditions; and (7) all other items which may in any way affect or impact the Work or its performance.

H. That the BIDDER or any officer of the BIDDER has not been found guilty of a public entity crime or is on the convicted vendor list as set forth in Sections 287.132 and 287.133, F.S.

I. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) provides a copy of their local business tax receipt. Post office boxes shall not be used for the purpose of establishing said physical business address.

Check the below box if applicable:

☐ BIDDER is a Local Business located in Pasco County.

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

☐ State and/or Federal Funds are involved in this project.

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

J. In executing this document, the undersigned represents that the BIDDER accepts the terms, conditions, mandates, and other provisions of the associated Instructions to Bidders, the Conditions of Contract, and the Agreement, said documents and their respective exhibits and attachments being the sole basis upon which the bidder makes this proposal.

K. By signing this Certification, I represent that I am of lawful age and have the authority to bind the Offeror for contract purposes. **If someone other than the President of the corporation, or a member of a member-managed limited liability company, or the manager of a manager managed limited liability company, then one of the following must be submitted with this Certification**:

1. If Offeror is a corporation (includes incorporated or company, or abbreviations thereof, in its name), and if other than the President of the corporation is signing this Certification, then one of the following must be submitted with this Certification:

   a. a current corporate resolution naming the officer or person signing this Certificate as authorized to sign contracts on behalf of the company or,

   b. a copy of the Board of Directors' resolution or meeting minutes designating the officer or person signing this Certificate as authorized to sign contracts for the corporation, certified by the secretary of the corporation.

2. If Offeror is a limited liability company, then the following must be submitted with this Certification: a copy of the Operating Agreement of the limited liability company showing that that person signing this Certificate is authorized to sign contracts for the limited liability company.

L. Attached to this Bid Proposal is a copy of the Certificate of Status from the Florida Secretary of State, Division of Corporations, which can be downloaded from https://dos.myflorida.com/sunbiz/search/.

IN WITNESS WHEREOF, this Bid Proposal has been signed and sealed as of the date indicated below by the BIDDER.

BIDDER: _____

BY: _____
(Authorized Signature)

_____
(Printed name of Signatory)

_____
(Printed Title of Signatory)

_____
(Signature Date)

NOTARY AFFIRMATION

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:
[___] physical presence, or
[___] online notarization
by:

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name]_____, who executed the foregoing instrument as [Title]_____
of [Corporation or Company Name]_____, a:
[___] corporation, or
[___] limited liability company
organized under the laws of [State]_____,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name]_____, as attorney in fact.

****

Said person is (check one below):
[___] Personally known to me, or
[___] Has produced _____ as identification.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of the company or by the individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

_____
Signature

_____
Printed Name

_____
Title

_____
Name of Company if applicable

_____
Date

STATE OF FLORIDA

COUNTY OF_____

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☐ physical presence or ☐ online notarization, this _____day of_____, (month) _____ (year), by _____(name of person making statement).

_____
(Signature of Notary Public - State of Florida)

_____
(Print Commissioned Name of Notary Public)

☐ Personally Known OR ☐ Produced Identification

_____
Type of Identification Produced

BOND NO. _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, _____ (hereinafter called the Principal) and _____ (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____, with its principal offices in _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners, Pasco County, Florida, in the full and just sum of **FIVE PERCENT (5%) OF THE TOTAL BID PRICE** in good and lawful money of the United States of America, to be paid upon demand of Pasco County and to which payment, will and truly to be made, we bind ourselves, heirs, executors, administrators, successors, and assignees, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted a Proposal to Pasco County for the purpose of

for Pasco County, designated as Bid No. _____; and

WHEREAS, the Principal desires to file this Bid Bond in accordance with law, in lieu of an acceptable check otherwise required to accompany the Proposal;

NOW THEREFORE, the conditions of this Bid Bond are such that if the Proposal is accepted by Pasco County and if the Principal, within ten (10) days after written Notice of Apparent Low Bidder, (a) executes a written contract in the form and manner required by Pasco County, in accordance with the Proposal, and upon the terms, conditions and price(s) set forth therein and (b) executes any Performance Bond and/or Payment Bond required by the Proposal; valued in the amount(s) specified therein; and in a form and with sureties satisfactory to Pasco County, or furnishes an alternate form of security acceptable to Pasco County and (c) submits certificates of insurance in the manner specified in the Contract Documents, with

companies acceptable to Pasco County, and in such amounts as required by the Contract Documents; then this Bid Bond is void. Otherwise, this Bid Bond remains in full force and effect and the Surety shall immediately pay to Pasco County, upon demand, the amount secured by this Bid Bond in good and lawful money of the United States of America, upon failure of the Principal to comply with any and all of the foregoing requirements within the time specified above.

BOND NO. _____

THIS BOND DATED THIS _____DAY OF _____, 20____.

PRINCIPAL:

BY: _____

_____
Printed Name

_____
Title

-OR-

PRINCIPAL:

BY: _____
As Attorney at Fact (Attach Power)

_____
Printed Name

_____
Business Address

_____
Business Telephone

BOND NO. _____

NOTARY ACKNOWLEDGEMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20 _____, by means of:

☐ **Physical presence,** or
☐ **online notarization**

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[*Name*] _____, who executed the foregoing instruments as [*Title*]_____ of [*Corporation or Company Name*]_____, a:

☐ **Corporation,** or

☐ **Limited liability company**

organized under the laws of [*State*]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

Name:_____.

(3) FOR PARTNERSHIP:

[*Name*] _____Partner (or Agent), on behalf of [*Name of Partnership*] _____, a [State]_____ partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[*Name*]_____, as attorney in fact.

****

Said person is (check on below):

Personally known to me, or

has produced _____, as identification.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(***This line is required to be completed by §117.05, Florida Statutes***)

BOND NO. _____

SURETY: _____

BY: _____
Authorized Signature

_____
Printed Name

_____
Business Address

-OR-

BY: _____
As Attorney at Fact (Attach Power)

_____
Printed Name

_____
License Number of Agent

COUNTERSIGNED (if applicable):

_____
Signature

_____
Agent's License No.

_____
Agency Name

_____
Agency Mailing Address

_____
Agency Telephone No.

BOND NO. _____

NOTARY ACKNOWLEDGEMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20 _____, by means of:

☐ **Physical presence,** or
☐ **online notarization**

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[*Name*] _____, who executed the foregoing instruments as [*Title*]_____ of [*Corporation or Company Name*]_____, a:

☐ **Corporation,** or
☐ **Limited liability company**

organized under the laws of [*State*]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

Name:_____.

(3) FOR PARTNERSHIP:

[*Name*] _____Partner (or Agent), on behalf of [*Name of Partnership*] _____, a [State]_____ partnership.

(4) FOR AN INDIVIDUAL ACTING AS SURETY BY AN ATTORNEY IN FACT:

[*Name*] 90,000.00_____, as attorney in fact.

****

Said person is (check on below):
☐ **Personally known to me,** or
☐ **has produced** _____, as identification.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Name – typed, printed or stamped
(***This line is required to be completed by §117.05, Florida Statutes***)

PASCO COUNTY, FLORIDA

FLORIDA TRENCH SAFETY ACT
CERTIFICATION AND DISCLOSURE STATEMENT (MANDATORY)

The undersigned acknowledges the requirements of the Florida Trench Safety Act and hereby certifies that the undersigned is an authorized representative of the bidder and in that capacity commits the bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said bidder.

1. The bidder acknowledges the Florida Trench Safety Act and the requirements established herein.

2. The bidder further acknowledges that the aforementioned Act established the Federal excavation safety standards set forth at 29 CFR Part 1926.650, Subpart P as the interim State standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or reviews said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

3. The bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

4. The Contractor shall consider the geotechnical information available from the County, its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Contractor acknowledges that it is *solely responsible* for the selection of the data on which it relies in designing said safety system, as well as for the system itself.

5. The amount the bidder has set forth in Item 7 of page BP-2 includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, cost and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the aforementioned Act. No adjustment to the Contract Time or Price shall be made for any difference in the number of linear feet of trench excavation, except as may otherwise be provided in these Contract Documents.

Trench Safety Measure (Description)	Unit (Qty)	Unit of Measure (LF,SY)	Unit Cost	Extended Cost
A. _____	_____	_____	$_____	$_____
B. _____	_____	_____	$90,000.00	$_____
C. _____	_____	_____	$_____	$_____
D._____	_____	_____	$_____	$_____
			TOTAL $_____	

6. This amount disclosed as the cost of compliance with the applicable trench safety requirement does *not* constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the County (except as may otherwise be provided), which are necessary to so comply.

7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

_____
Authorized Signature

_____
Typed name of Contractor

_____
Date

CONFLICT OF INTEREST DISCLOSURE
(MANDATORY)

The award hereunder is subject to provisions of Chapter 112, Florida Statutes. All BIDDERS must disclose with their Bid Proposal the name of any officer, director, or agent who is also an employee of Pasco County, Florida. Further, all BIDDERS must disclose the name of any Pasco County employee who owns, directly or indirectly, an interest of ten (10) percent or more in the BIDDER'S firm or any of its branches.

NAME	CONFLICT
	90,000.00

NOTE: Attach additional sheets if needed.

The undersigned, under penalty of perjury, claiming authority to act for the BIDDER named below, does hereby certify on behalf of the BIDDER that this Bid Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid Proposal for the same WORK, MATERIALS, supplies, or EQUIPMENT; that it is in all respects fair and without collusion or fraud; and that the BIDDER agrees to abide by all conditions of this Bid Proposal.

_____

NAME OF BIDDER

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

CERTIFICATION OF UNDERSTANDING
(NPDES AND PPCP)

On behalf of the BIDDER named below, I am authorized, and do hereby certify, under penalty of perjury, that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharge activity from the construction site identified as part of this certification.

Furthermore, I am authorized, and hereby certify, that the BIDDER will hold the COUNTY harmless for any and all violations of the General NPDES Permit conditions and the Storm Water Pollution Prevention Control Plan in connection with this Project.

_____

NAME OF BIDDER

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

AGREEMENT

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, FLORIDA, by and through its Board of County Commissioners, hereinafter called COUNTY, and _____, hereinafter called the CONTRACTOR, whose business address is _____.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The CONTRACTOR shall provide to the COUNTY, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for:

   Solicitation Title: COLLIER PARKWAY (PLANTATION PALMS BLVD. & COLLIER PKWY TRAFFIC SIGNAL)

   Bid No.: IFB-BW-26-041

2. The CONTRACTOR shall complete the Work to be performed under this Agreement within 180 calendar days (the initial Contract Time) from the date of the Notice to Proceed issued by the COUNTY.

3. In addition to the number of calendar days specified for the initial Contract Time in the preceding paragraph, 90 calendar days have been included in the overall Contract Time for allocation to the CONTRACTOR for performance of Allowance Work in accordance with the Allowances provision of the Contract Documents.

4. **Time is of the essence for this Agreement.** Timely completion of the Work after the issuance of the aforesaid Notice to Proceed is of central importance to the COUNTY. This Project has certain various critical milestones to be met.

5. **Liquidated damages shall apply to compensate for delays.** The parties acknowledge and agree that the damages to the COUNTY associated with any delay in completion of the Project are not readily ascertainable as of the time of execution of this Agreement, and concur that the sum of **$**_____ per diem**,** bears a reasonable relationship to the actual damages which the COUNTY would suffer as a consequence of any such delay in completion of the Work. The parties agree that such sums are reasonable and would not constitute a penalty against the CONTRACTOR. In arriving at these sums, consideration has been given to the loss to the public of the use of the Project due to delay, the additional administrative costs caused by any delay, higher labor and material costs associated with delay, risks associated with litigation from delay, and other factors. Failure to complete the Work by any Milestone Date(s) set forth in the agreed

upon Work Schedule or in this Agreement, up to and including that for Final Completion, therefore, shall entitle the COUNTY to deduct these sums from the Contract Price for each day of delay in meeting each such Milestone Date. The amounts of Liquidated Damages for individual Milestone Dates are additive for each day of delay they are concurrently in effect.

6. This Agreement includes and incorporates by reference all Contract Documents, as the term Contract Documents is defined within Article 1 of the General Conditions.

7. The total Contract Price for the full and complete performance by Contractor of all Work required by the Contract Documents shall not exceed **$_____,** unless otherwise modified as provided herein. The total Contract Price includes **$100.00** for Indemnification, **$100.00** for termination for convenience, **$_____** for Allowance Work, and **$_____** for Alternate No._____. Payment shall be made not more often than once per month and in accordance with the Contract Documents.

8. During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

9. The CONTRACTOR shall furnish to the COUNTY (when and in the manner required by the Contract Documents) all appropriate Certificates of Insurance, and a Performance Bond and/or Payment Bond for the Contract Price within ten (10) days following Notification of Award.

10. The COUNTY and the CONTRACTOR acknowledge the acceptance from the Bid Proposal of the following Alternate(s).

No._____ No._____ No._____ No._____

No. _____ No._____ No._____ No._____

The COUNTY and the CONTRACTOR acknowledge that the corresponding price as shown in the

Bid Proposal for each accepted Alternate is incorporated in the amount of compensation specified in paragraph 7 above.

11. The COUNTY and the CONTRACTOR acknowledge that all addendums issued with respect to this Project are herein incorporated into the list of Contract Documents listed in Article 1 of the General Conditions.

12. The funding required for this Project is contingent upon the availability of County funds and the appropriation of such funds by the Board of County Commissioners.

13. This Agreement and any changes hereto shall constitute the entire agreement between CONTRACTOR and COUNTY relating to Work. This Agreement supersedes all previous or contemporary representations or warranties of COUNTY or CONTRACTOR not set forth or referenced in the Contract Documents.

14. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on the COUNTY unless in writing and executed by the Board of County Commissioners.

15. Waiver by the COUNTY of a breach of any provision of this Agreement by the CONTRACTOR shall not be deemed to be a waiver or any other breach and shall not be construed to be a modification of the terms of this Agreement.

16. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair the rights of the COUNTY with respect to any liabilities, whether or not liquidated, of the CONTRACTOR to the COUNTY theretofore accrued.

17. The duties and obligations imposed upon the CONTRACTOR by this Agreement and the rights and remedies available hereunder, shall be in addition, and not limited, to any otherwise imposed or available in law or in equity, whether by statute, special guarantee, or otherwise.

18. The CONTRACTOR shall at all times remain an independent contractor and shall have no power, nor shall the CONTRACTOR represent that the CONTRACTOR has any power, to bind COUNTY or to assume or to create any obligation expressed or implied on behalf of the COUNTY.

19. This Agreement shall be binding upon, and its benefits and advantages shall inure to the heirs, personal representatives, successors and assigns of the parties hereto.

20. The parties agree that if any part, term, or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable with the remainder of the Agreement remaining valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last day written below (bid award date for the Project subject thereto).

ATTEST

By:_____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

By: _____
Chairman

Date:_____, 20_____

CONTRACTOR:

_____
(NAME OF COMPANY)

BY: _____
(SIGNATURE)

_____
(PRINTED NAME)

_____
(TITLE OF SIGNER)

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:

[___] **physical presence,** or

[___] **online notarization**

by:

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____, who executed the foregoing instrument as [Title]_____

of [Corporation or Company Name]_____, a:

[___] **corporation,** or

[___] **limited liability company**

organized under the laws of [State]_____,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____

_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):

[___] **Personally known to me**, or

[___] **Has produced _____ as identification.**

_____

Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

BOND NO._____

PUBLIC CONSTRUCTION BOND FORM

Name of Contractor: _____

Principal Business Address:

_____

Telephone: _____

Facsimile: _____

Name of Surety: _____

Principal Business Address:

_____

Telephone: _____

Facsimile: _____

Obligee of Property Being Improved:

Pasco County Board of County Commissioners
Attn: Purchasing Department
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone No. (727) 847 - 8194

BOND NO._____

Contracting Public Entity (if different from Owner): _____

Contract Number Assigned by Public Entity (BOCC No.): _____

(Solicitation No.): 90,000.00

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

See Attachment ("Legal Description")

BOND NO._____

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to Board of County Commissioners, Pasco County, Florida, herein called Owner, in the sum of $ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, **(This date is to be filled in by Board Records on the date of contract award)** between Principal and Owner for construction of _____, (hereinafter the "Contract"), the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents (including extension of time, alternatives or additions to the terms of the Contract or specifications referred to within), and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.

BOND NO._____

THIS BOND IS DATED THIS _____ day of _____, 20____. **(This date to be filled in by Board Records on the date of contract award).**

ATTEST:

_____
Witness Signature

_____
Printed Name of Witness

_____
Witness Signature

_____
Printed Name of Witness

PRINCIPAL:

BY: _____(SEAL)
Authorized Signature

_____
Printed Name

_____
Title

-OR-

ATTEST:

_____
Witness Signature

_____
Printed Name of Witness

_____
Witness Signature

_____
Printed Name of Witness

PRINCIPAL:

BY: _____(SEAL)
As Attorney at Fact (Attach Power)

_____
Printed Name

_____
Business Address

_____
Business Telephone No.

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:

☐ **physical presence,** or

☐ **online notarization**

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____, who executed the foregoing instrument as [Title]_____ of [Corporation or Company Name]_____, a:

☐ **corporation,** or

☐ **limited liability company**

organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____ _____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):

☐ **Personally known to me**, or

☐ **Has produced _____ as identification.**

_____

Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

BOND NO._____

ATTEST:

SURETY:

_____
Witness Signature

BY: _____(SEAL)
Authorized Signature

_____
Printed Name of Witness

_____
Printed Name

_____
Witness Signature

_____
Business Address

_____
Printed Name of Witness

_____
Business Telephone Numer

-OR-

_____
Witness Signature

BY: _____(SEAL)
As Attorney at Fact (Attach Power)

_____
Printed Name of Witness

_____
Printed Name

_____
Witness Signature

_____
License Number of Agent

_____
Printed Name of Witness

COUNTERSIGNED (if applicable):

_____
Signed

_____
Agency Name

_____
Agent's License No.

_____
Agency Mailing Address

_____
Agency Telephone No.

_____
Agency Fax No.

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:

☐ **physical presence,** or

☐ **online notarization**

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____, who executed the foregoing instrument as [Title]_____ of [Corporation or Company Name]_____, a:

☐ **corporation,** or

☐ **limited liability company**

organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

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[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____ _____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):

☐ **Personally known to me**, or

☐ **Has produced _____ as identification.**

_____

Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

BOND NO._____

PAYMENT BOND FORM

Name of Contractor: _____

Principal Business Address:

_____

Telephone: _____

Facsimile: _____

Name of Surety: _____

Principal Business Address:

_____

Telephone: _____

Facsimile: _____

Obligee of Property Being Improved:

Pasco County Board of County Commissioners
Attn: Purchasing Department
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone No. (727) 847 - 8194

BOND NO._____

Contracting Public Entity (if different from Owner): _____

Contract Number Assigned by Public Entity (BOCC No.): _____

(Solicitation No.): 90,000.00

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

See Attachment ("Legal Description")

BOND NO._____

PAYMENT BOND

I. KNOW ALL PERSONS BY THESE PRESENTS: That _____, as Principal, whose address is _____, and _____, as Surety, whose address is _____, are held and firmly bound unto the Board of County Commissioners, Pasco County, Florida, as Obligee in the sum of $ _____, for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, the Principal has entered into a contract with Obligee, dated the _____ day of _____, 20_____, **(This date will be filled in by Board Records on the date of contract award)** for _____; in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

III. A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to section 255.05, Florida Statutes.

(The remainder of this page is intentionally left blank)

BOND NO._____

THIS PAYMENT BOND IS DATED THIS _____ day of _____, 20____. **(This date to be filled in by Board Records on the date of contract award).**

ATTEST:

_____
Witness Signature

_____
Printed Name

_____
Witness Signature

_____
Printed Name

PRINCIPAL:

BY: _____ (SEAL)
Authorized Signature

_____
Printed Name

_____
Title

-OR-

ATTEST:

_____
Witness Signature

_____
Printed Name of Witness

_____
Witness Signature

_____
Printed Name of Witness

PRINCIPAL:

BY: _____(SEAL)
As Attorney at Fact (Attach Power)

_____
Printed Name

_____
Business Address

_____
Business Telephone

BOND NO._____

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:
[___] **physical presence,** or
[___] **online notarization**

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name]_____, who executed the foregoing instrument as [Title]_____
of [Corporation or Company Name]_____, a:
[___] **corporation,** or
[___] **limited liability company**
organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name]_____, as attorney in fact.

****

Said person is (check one below):
[___] **Personally known to me**, or
[___] **Has produced _____ as identification.**

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

BOND NO._____

ATTEST:

SURETY:

_____
Witness Signature

BY: _____(SEAL)
Authorized Signature

_____
Printed Name of Witness

_____
Printed Name

_____
Witness Signature

_____
Business Address

_____
Printed Name of Witness

-OR-

_____
Witness Signature

BY: _____(SEAL)
As Attorney at Fact (Attach Power)

_____
Printed Name of Witness

_____
Printed Name

_____
Witness Signature

_____
License Number of Agent

_____
Printed Name of Witness

COUNTERSIGNED (if applicable):

_____
Signed

_____
Agency Name

_____
Agent's License No.

_____
Agency Mailing Address

_____
Agency Telephone No.

_____
Agency Fax No.

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:

☐ **physical presence,** or

☐ **online notarization**

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____, who executed the foregoing instrument as [Title]_____ of [Corporation or Company Name]_____, a:

☐ **corporation,** or

☐ **limited liability company**

organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

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[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____ _____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):

☐ **Personally known to me**, or

☐ **Has produced _____ as identification.**

_____

Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

ENDORSEMENT

Named Insured		Endorsement #	
Policy Symbol	**Policy #**	**Policy Period**	**Effective Date of Endorsement**

Issued by (Name of Insurance Company)

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

1. AMENDMENT -- NOTICE OF CANCELLATION OR MATERIAL CHANGE (DESIGNATED CONTRACT)

Only with respect to your contract scheduled herein, should any of the above -described policies be canceled or materially changed before the expiration date thereof, the Issuing Company will mail 30 days' prior written notice to the Certificate Holder named therein.

2. AMENDMENT -- ADDITIONAL INSURED (DESIGNATED CONTRACT)

Only with respect to your contract scheduled herein, Pasco County Board of County Commissioners has been named as Additional Insured as respects the General and Automobile Liability Policies described herein.

3. AMENDMENT -- LIMITS OF LIABILITY

The limits of liability apply specifically to any liability claims arising during the course of this project.

CONTRACT SCHEDULE AND DESCRIPTION OF PROJECT

Note: Attach additional sheets if needed

Authorized Agent _____ Date _____

CONTRACTOR APPLICATION FOR PAYMENT
FROM PASCO COUNTY

(Please See Instructions at Page 8)

Section 1 – General Information and Current Payment Status

Project Title: _____

Bid No. IFB-BW-26-041

Task Name (if applicable): _____

Payment Application No. _____

For Period From: _____ To: _____

CONTRACTOR: _____

Address: _____

Remittance Name: _____

Address: _____

If CONTRACTOR is requesting payment via electronic funds transfer (EFT), please complete the following:

Account Name: _____

Account No. _____

Bank Name: _____

ABA Route No. _____

AAR SUMMARY			
AAR No.	**Date Approved by COUNTY ADMINISTRATOR or his designee**	**Additive**	**Deductive**
TOTALS			

CHANGE ORDER SUMMARY			
C.O. No.	**Date Approved by Pasco BCC**	**Additive**	**Deductive**
TOTALS			

CONTRACT STATUS	
Initial Contract Price	**$**
Net Change by Change Orders (Additive Total Minus Deductive Total)	**$**
Contract Price to Date	**$**
Value of Work in Place	**$**
Value of Stored Materials	**$**
Total Earned	**$**
Retainage At _____%	**$**
Total Earned Less Retainage	**$**
Less Previous Payments	**$**
Less	**$**
Current Payment Total	**$**

Section 2 – Contractor Certification

The undersigned authorized representative certifies, on behalf of the above-referenced CONTRACTOR, and under penalty of perjury:

1. All amounts and items shown on this application are correct, and the requested Current Payment Total is $_____;

2. Any work performed, or materials supplied have been in accordance with the Contract Documents for the above-referenced Project;

3. The CONTRACTOR has clear title to any materials and equipment for which the CONTRACTOR is requesting payment as stored materials;

4. All amounts paid by the COUNTY to the CONTRACTOR in previous progress payments have been applied by the CONTRACTOR and its SUBCONTRACTORS to promptly pay, in proportionate amounts, all SUBCONTRACTORS, sub-subcontractors, suppliers, and others who have contributed work, equipment, or materials listed included in line items listed in the Schedule of Values of the previous Payment Applications, except as indicated on Attachment 1 hereto, which is incorporated herein by reference, and consists of _____ page(s);

5. The CONTRACTOR shall apply any sums paid by the COUNTY from this Application for Payment to SUBCONTRACTORS, sub-subcontractors, suppliers, and others who have contributed work, equipment, or materials included in line items listed in the Schedule of Values attached hereto (less retainage, if applicable), except as indicated on Attachment 2 hereto, which is incorporated herein by reference, and consists of ____ page(s).

ATTEST:	CONTRACTOR:
By:_____	By:_____
Title:_____	Title:_____

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:

☐ **physical presence,** or

☐ **online notarization**

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____, who executed the foregoing instrument as [Title]_____ of [Corporation or Company Name]_____, a:

☐ **corporation,** or

☐ **limited liability company**

organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____ _____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):

☐ **Personally known to me**, or

☐ **Has produced _____ as identification.**

_____

Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

Section 3 – Certification by Pasco County and PROFESSIONAL

Based on on-site observations and the data comprising this Application for Payment, the undersigned certifies that the Work in the above-referenced Project has progressed to the point indicated herein and to the best of my knowledge, information, and belief, is in accordance with the Contract Documents, thereby entitling the CONTRACTOR to payment of the amount certified herein.

Pasco County Inspector:

By:_____ Date:_____

PROJECT MANAGER*:

By:_____ Date: _____

* The PROJECT MANAGER may be a Pasco County Project Engineer or other appropriate County staff member.

PROFESSIONAL**

By:_____ Date: _____

** The PROFESSIONAL may be the County Engineer, Assistant Engineering Services Director, Division Engineer, other appropriate County staff member, or a private professional consultant.

INSTRUCTIONS FOR COMPLETING APPLICATION FOR PAYMENT

This form will be completed by the CONTRACTOR each time payment is requested in connection with the Project. This Application for Payment shall be accompanied by a Schedule of Values providing line-item detail for the project, Attachment 1, and Attachment 2.

Section 1: This section will be completed by the CONTRACTOR. The CONTRACTOR must provide all the information indicated on the form as a condition of processing and payment.

Section 2: This section will be completed by the CONTRACTOR. In this section, the CONTRACTOR shall provide certification with respect to the representations made in Section 1. The certification will be provided in accordance with the Contract Documents.

Section 3: This section must be completed by Pasco County Staff and/or the PROFESSIONAL designated by the COUNTY. The approval of the PROJECT MANAGER will always be provided. If the Pasco County Inspector or the PROFESSIONAL are not responsible for the activities to be certified, "N/A" shall be inserted in the designated signature space.

Attachment 1 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Corresponding Line-Item Reference to Schedule of Values	Explanation

-or-

☐ This page is not applicable, as no outstanding payment disputes exist with respect to any prior Application for Payment.

_____

Contractor Signature

Attachment 2 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Application from Payment No. and Corresponding Line-Item Reference to Schedule of Values	Explanation

NOTE: Attach additional sheets if needed

-or-

☐ This page is not applicable, as no outstanding payment disputes exist with respect to any prior Application for Payment.

Contractor Signature

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

Note: The General Contractor shall attach this statement to the Application for Final Payment.

KNOW ALL MEN BY THESE PRESENTS that

_____

(Name of General Contractors Principal, Officer or Authorized Representative)

the _____

(Title of General Contractors Principal, Officer or Authorized Representative)

of _____

(Name of General Contractor)

whose principal address is

_____

(Address of General Contractor)

on penalty of perjury, hereby affirms that pursuant to the provisions of the contract for

Project No: _____

Project Name: _____

All monies owed all subcontractors and material suppliers have been paid in full and that no outstanding debts or claims against the above Project exist.

ATTEST: PRINCIPAL, OFFICER or AUTHORIZED REP.:

_____ _____

Witness Signature

_____

Witness Signature

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:

☐ **physical presence,** or

☐ **online notarization**

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____, who executed the foregoing instrument as [Title]_____ of [Corporation or Company Name]_____, a:

☐ **corporation,** or

☐ **limited liability company**

organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____ _____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):

☐ **Personally known to me**, or

☐ **Has produced _____ as identification.**

_____

Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

SUBCONTRACTOR'S WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND

(Attachment to General Contractor's Application for Payment No. _____)

(PROGRESS PAYMENT)

Note: The General Contractor shall attach this statement to each Application for Payment beginning with the second Application for Payment. This statement is applicable to each subcontractor whose work appeared on the prior Application for Payment for which the General Contractor has been paid.

The undersigned:

_____ (Name of Subcontractor Representative),

the _____ (Title of Subcontractor Representative)

of _____ (Name of Subcontractor),

the principal address for which is _____,

in consideration of receipt of the sum of $_____, hereby waives its right to claim against the payment bond for labor, services or materials furnished through _____ (insert date) to _____(insert date) for improvements to the following described Pasco County, Florida project:

Project No. _____

Project Name: _____

General Contractor: _____

This waiver does not cover any retention, or any labor, services, or materials furnished after the date specified.

Dated: _____

Subcontractor Representative:

_____

Signature

_____

Printed Name

SUBCONTRACTOR'S WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND

(Attachment to General Contractor's Application for Payment No. ____)

(FINAL PAYMENT)

Note: The General Contractor shall attach this statement to each Application for Payment beginning with the second Application for Payment. This statement is applicable to each subcontractor whose work appeared on the prior Application for Payment for which the General Contractor has been paid.

The undersigned:

_____ (Name of Subcontractor Representative),

the _____ (Title of Subcontractor Representative)

of _____ (Name of Subcontractor),

the principal address for which is _____,

in consideration of receipt of the sum of $_____, hereby waives its right to claim against the payment bond for labor, services or materials furnished through _____ (insert date) to _____(insert date) for improvements to the following described Pasco County, Florida project:

Project No. _____

Project Name: _____

General Contractor: _____

This waiver does not cover any retention, or any labor, services, or materials furnished after the date specified.

Dated: _____

Subcontractor Representative:

_____
Signature

_____
Printed Name

CHANGE ORDER NO. _____

CONTRACT: _____
(Title)

CONTRACTOR: _____

BID NO. _____ TASK (if applicable)_____

CONTRACT DATE: _____

☐ **TIME CHANGE** ☐ **EXTRA WORK** ☐ **CREDIT** ☐ **OTHER**

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE:

COST COMPACT:

FINAL COMPLETION DATES:

REASON FOR CHANGE:

NOTE: Attach additional sheets if needed

The initial Contract Price (FINALTOTAL BID PRICE) was $_____

Net change by previous Change Orders $_____

The Contract Price prior to this Change Order was $90,000.00

The Contract Price will be: ☐ increased ☐ decreased ☐ unchanged
by this Change Order $_____

The Contract Price including this Change Order $_____

The Final Completion Milestone prior to this Change Order: _____

The time for the Final Milestone will be: ☐ extended ☐ reduced ☐ unchanged
by _____ days.

The Final Completion Milestone as of this Change Order: _____

The CONTRACTOR waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this Change Order. Except to the extent expressly modified by this Change Order, the aforesaid Contract and all terms and conditions therein, as amended by all previous Change Orders, is reaffirmed in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, this Change Order No. _____ to _____ has been executed by the parties hereto or by their authorized representatives.

ATTEST:

By:_____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

COUNTY: Pasco County, Florida

By:_____
CHAIRMAN

Date of County Approval: _____

CONTRACTOR: _____

By: _____
Authorized Signature (SEAL)

Title:_____

Date:_____

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:

☐ **physical presence,** or

☐ **online notarization**

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____, who executed the foregoing instrument as [Title]_____ of [Corporation or Company Name]_____, a:

☐ **corporation,** or

☐ **limited liability company**

organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____ _____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):

☐ **Personally known to me**, or

☐ **Has produced _____ as identification.**

_____

Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

CHANGE ORDER NO. _____

CONTRACT: _____
(Title)

CONTRACTOR: _____

BID NO. _____ TASK (if applicable)_____

CONTRACT DATE: _____

☐ **TIME CHANGE** ☐ **EXTRA WORK** ☐ **CREDIT** ☐ **OTHER**

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE:

COST COMPACT:

FINAL COMPLETION DATES:

REASON FOR CHANGE:

NOTE: Attach additional sheets if needed

The initial Contract Price (FINALTOTAL BID PRICE) was $_____

Net change by previous Change Orders $_____

The Contract Price prior to this Change Order was $_____

The Contract Price will be: ☐ increased ☐ decreased ☐ unchanged
by this Change Order $_____

The Contract Price including this Change Order $_____

The Final Completion Milestone prior to this Change Order: _____

The time for the Final Milestone will be: ☐ extended ☐ reduced ☐ unchanged
by _____ days.

The Final Completion Milestone as of this Change Order: _____

The CONTRACTOR waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this Change Order. Except to the extent expressly modified by this Change Order, the aforesaid Contract and all terms and conditions therein, as amended by all previous Change Orders, is reaffirmed in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, this Change Order No. _____ to _____ has been executed by the parties hereto or by their authorized representatives.

COUNTY: Pasco County, Florida

By:_____
_____, County Administrator

Date of County Approval: _____

CONTRACTOR: _____

By: _____
Authorized Signature (SEAL)

Title:_____

Date:_____

Approved for Legal Form & Sufficiency: _____

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:

☐ **physical presence,** or

☐ **online notarization**

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____, who executed the foregoing instrument as [Title]_____ of [Corporation or Company Name]_____, a:

☐ **corporation,** or

☐ **limited liability company**

organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____ _____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):

☐ **Personally known to me**, or

☐ **Has produced _____ as identification.**

_____

Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

CONSENT OF SURETY TO CHANGE ORDER NO. _____

WHEREAS, the Board of County Commissioners of Pasco County, Florida (hereinafter the "COUNTY"), and _____ (hereinafter the "CONTRACTOR"), entered into an Agreement on _____, 20____, in connection with that certain Project known as: _____, Bid.No. _____, FEMA No. N/A; and

WHEREAS, _____ (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated _____, 20_____, in the sum of $_____ in connection with the aforesaid Project and Agreement; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the attached Change Order No.__ and agrees that said Change Order shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this _____) day of _____, 20_____.

SURETY:

_____ By: _____
Witness to All Authorized Signature

_____ By: _____
Witness to All As Attorney in Fact

_____
Agency (Power of Attorney attached)

NOTARY ACKNOWLEDGMENT

STATE OF }

} ss

COUNTY OF }

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:

☐ **physical presence,** or

☐ **online notarization**

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____, who executed the foregoing instrument as [Title]_____ of [Corporation or Company Name]_____, a:

☐ **corporation,** or

☐ **limited liability company**

organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____ _____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):

☐ **Personally known to me**, or

☐ **Has produced _____ as identification.**

_____

Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

Pasco County, Florida

ALLOWANCE AUTHORIZATION RELEASE (AAR)

CONTRACT: _____ AAR No. _____

CONTRACTOR: _____ FEMA No. _____

TASK (if applicable): _____ Bid No. IFB-BW-26-041

The CONTRACTOR is hereby authorized and directed to make the following changes to the above contract, in accordance with all applicable requirements. The CONTRACTOR waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this AAR.

DESCRIPTION OF ALLOWANCE WORK TO BE PERFORMED	COST IMPACT	DAYS

	Amount:	Days:
Allowance Work included in Contract:	**$**_____	_____
Total of All Previous AARs:	**$**90,000.00	_____
Balance of Allowance Work Available:	**$**_____	_____
Total Allowance Work – This AAR:	**$**_____	_____
Remaining Allowance Work Balance:	**$**_____	_____

Whereupon this AAR No. _____ has been executed by the parties or by their respective authorized representatives effective upon execution by the COUNTY.

CONTRACTOR:

_____
Witness Signature

_____
Witness Signature

By: _____(SEAL)

Printed Name: _____

Title: _____

Date: _____

COUNTY: Pasco County, Florida

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR LEGAL FORM AND SUFFICIENCY
PASCO COUNTY ATTORNEY'S OFFICE

By: _____ Date: _____

CONSENT OF SURETY TO FINAL PAYMENT

WHEREAS, the Board of County Commissioners of Pasco County, Florida (hereinafter the "COUNTY"), and _____ (hereinafter the "CONTRACTOR"), entered into an Agreement on _____, 20____, in connection with that certain Project known as: _____, Bid.No. _____, FEMA No. N/A; and

WHEREAS, _____ (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated _____, 20_____, in the sum of $_____ in connection with the aforesaid Project and Agreement; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the Final Payment by the COUNTY to the CONTRACTOR, and agrees that said Final Payment shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this _____) day of _____, 20_____.

SURETY:

_____
Witness to All

By: _____
Authorized Signature

_____
Witness to All

By: _____
As Attorney in Fact

_____
Agency (Power of Attorney attached)

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:

☐ **physical presence,** or

☐ **online notarization**

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____, who executed the foregoing instrument as [Title]_____ of [Corporation or Company Name]_____, a:

☐ **corporation,** or

☐ **limited liability company**

organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____ _____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):

☐ **Personally known to me**, or

☐ **Has produced _____ as identification.**

_____

Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

CONTRACTOR RESPONSIBILITY SURVEY FOR
ENGINEERING AND CONSTRUCTION SERVICES

In order to determine the lowest responsive and responsible bidder for this project, Pasco County mandates that the apparent lowest bidder provide the following survey when requested by the COUNTY. **THE FAILURE OF A BIDDER TO PROVIDE TIMELY ALL INFORMATION REQUESTED BY THE SPECIFIED DATE MAY RESULT IN A FINDING THAT THE BIDDER IS NOT RESPONSIBLE. PASCO COUNTY MAY RELY ON THIS INFORMATION IN AWARDING THE CONTRACT FOR THIS PROJECT, THEREFORE, ANY MATERIALLY FALSE, MISLEADING, OR INCOMPLETE INFORMATION SUBMITTED BY A BIDDER MAY BE GROUNDS FOR REJECTION OF A BID OR REVOCATION OF AN AWARDED BID IF THE MATERIAL FALSITY, MISLEADING NATURE, OR INCOMPLETENESS OF THE INFORMATION SUBMITTED IS DISCOVERED BEFORE BOARD APPROVAL OF THE CONTRACT, OR FOR THE TERMINATION OF THE CONTRACT FOR CAUSE IF DISCOVERED AFTER BOARD APPROVAL OF THE CONTRACT.** Any questions concerning the requested information may be directed to the Pasco County Purchasing Director.

Information and Documents to be provided

1. List all projects on which the BIDDER has worked in the last two (2) years. Please include, for each project, the job location, the cost and/or contract value, the name and telephone number of the owner's representative, and the name and telephone number of the surety.

2. List all projects for which the BIDDER is currently under contract. Please include, for each project, the job location, the cost/contract value, the name and telephone number of the owner's representative, and the name and telephone number of the surety. Also indicate whether the BIDDER is the prime contractor on the project, and whether all subcontractors have been paid to date in a timely fashion.

3. Provide a copy of the current resume of the project manager and full-time job superintendent for the BIDDER who will be used on this project for Pasco County, if the contract is awarded to the BIDDER.

4. Provide a critical path management plan within ten days of Notice to Proceed or date of pre-construction meeting whichever is later detailing the approach the BIDDER anticipates taking towards this project for Pasco County.

5. Provide a copy of a balance sheet and income statement for the most recent quarterly period of the fiscal year of the BIDDER.

Vendor Name	Address	Document Name	Date Downloaded
AJ General Construction Services Inc.		B. INSTRUCTIONS TO BIDDERS.pdf	2026-01-14 14:49:57
AJ General Construction Services Inc.		F. BID PROPOSAL-OFFEROR FORM - EDITABLE 4-15-25.pdf	2026-01-14 14:49:29
AJ General Construction Services Inc.		A. ADVERTISEMENT PAGE.pdf	2026-01-14 14:48:27
AJ General Construction Services, Inc.		Bid Form - IFB-BW-26-041 (BT-67DN)	2026-01-07 10:15:30
Aramsco Inc	5 RADNOR CORPORATE CTR STE 510 100 Matsonford Road RADNOR Pennsylvania US 19087-4542	Notice Of Intent to Award.pdf	2026-02-19 14:25:46
Ardurra Group, Inc.		A. ADVERTISEMENT PAGE.pdf	2026-01-26 07:48:09
Bala Consulting Services		E1. IFB-BW-26-041 PLANS.pdf	2025-12-24 14:22:59
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BBR Printers	2203 Elston Avenue Chicago Illinois US 60602	D. SPECIAL CONDITIONS.pdf	2025-12-30 00:33:53
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bob's barricades inc	921 shotgun road sunrise FL US 33326	E. PROJECT SPECIFIC SPECIAL CONDITIONS-SPECIAL PROVISIONS-TECH SPECS-PERMITS-REPORTS.pdf	2026-01-26 10:22:03
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Cathcart Construction Company - Florida, LLC	1056 Willa Springs Drive Winter Springs Florida US 32708	B. INSTRUCTIONS TO BIDDERS.pdf	2025-12-29 11:08:23
Cathcart Construction Company - Florida, LLC	1056 Willa Springs Drive Winter Springs Florida US 32708	G3. REQUIRED CONFLICT OF INTEREST DISCLOSURE.pdf	2025-12-29 11:08:23
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Cathcart Construction Company - Florida, LLC	1056 Willa Springs Drive Winter Springs Florida US 32708	E3. MEMO - UTL COORD MEETING.pdf	2025-12-29 11:08:23
Cathcart Construction Company - Florida, LLC	1056 Willa Springs Drive Winter Springs Florida US 32708	E1. IFB-BW-26-041 PLANS.pdf	2025-12-29 11:08:23
Cathcart Construction Company - Florida, LLC	1056 Willa Springs Drive Winter Springs Florida US 32708	F. BID PROPOSAL-OFFEROR FORM - EDITABLE 4-15-25.pdf	2025-12-29 11:08:23
Cathcart Construction Company - Florida, LLC	1056 Willa Springs Drive Winter Springs Florida US 32708	H. AGREEMENT - CONSTRUCTION.pdf	2025-12-29 11:08:23
Cathcart Construction Company - Florida, LLC	1056 Willa Springs Drive Winter Springs Florida US 32708	A. ADVERTISEMENT PAGE.pdf	2025-12-29 11:08:23
Cathcart Construction Company - Florida, LLC	1056 Willa Springs Drive Winter Springs Florida US 32708	E. PROJECT SPECIFIC SPECIAL CONDITIONS-SPECIAL PROVISIONS-TECH SPECS-PERMITS-REPORTS.pdf	2025-12-29 11:08:23
Cathcart Construction Company - Florida, LLC	1056 Willa Springs Drive Winter Springs Florida US 32708	I. POST AWARD DOCUMENTS - CONSTRUCTION.pdf	2025-12-29 11:08:23
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City of Oldsmar		B. INSTRUCTIONS TO BIDDERS.pdf	2026-01-20 11:16:13
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City of Oldsmar		E2. Approved ERP Exemption 895751 (1).pdf	2026-01-20 11:24:27
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CJIS GROUP LLC	124 Marriott Drive, Suite 201 Tallahassee Florida US 32301	D. SPECIAL CONDITIONS.pdf	2025-12-24 12:39:18
CJIS GROUP LLC	124 Marriott Drive, Suite 201 Tallahassee Florida US 32301	B. INSTRUCTIONS TO BIDDERS.pdf	2025-12-24 12:39:18
CJIS GROUP LLC	124 Marriott Drive, Suite 201 Tallahassee Florida US 32301	G3. REQUIRED CONFLICT OF INTEREST DISCLOSURE.pdf	2025-12-24 12:39:18
CJIS GROUP LLC	124 Marriott Drive, Suite 201 Tallahassee Florida US 32301	G2. REQUIRED FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCLOSURE STATEMENT.pdf	2025-12-24 12:39:18
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CJIS GROUP LLC	124 Marriott Drive, Suite 201 Tallahassee Florida US 32301	E3. MEMO - UTL COORD MEETING.pdf	2025-12-24 12:39:18
CJIS GROUP LLC	124 Marriott Drive, Suite 201 Tallahassee Florida US 32301	E1. IFB-BW-26-041 PLANS.pdf	2025-12-24 12:39:18
CJIS GROUP LLC	124 Marriott Drive, Suite 201 Tallahassee Florida US 32301	F. BID PROPOSAL-OFFEROR FORM - EDITABLE 4-15-25.pdf	2025-12-24 12:39:18
CJIS GROUP LLC	124 Marriott Drive, Suite 201 Tallahassee Florida US 32301	H. AGREEMENT - CONSTRUCTION.pdf	2025-12-24 12:39:18
CJIS GROUP LLC	124 Marriott Drive, Suite 201 Tallahassee Florida US 32301	A. ADVERTISEMENT PAGE.pdf	2025-12-24 12:39:18
CJIS GROUP LLC	124 Marriott Drive, Suite 201 Tallahassee Florida US 32301	E. PROJECT SPECIFIC SPECIAL CONDITIONS-SPECIAL PROVISIONS-TECH SPECS-PERMITS-REPORTS.pdf	2025-12-24 12:39:18
CJIS GROUP LLC	124 Marriott Drive, Suite 201 Tallahassee Florida US 32301	I. POST AWARD DOCUMENTS - CONSTRUCTION.pdf	2025-12-24 12:39:18
Coastal Design Consultants, Inc.	7026 Little Road New Port Richey Florida US 34654	Notice Of Intent to Award.pdf	2026-02-19 13:43:38
Construct Connect		G4. REQUIRED CERTIFICATION OF UNDERSTANDING.pdf	2025-12-29 02:29:48
Construct Connect		D. SPECIAL CONDITIONS.pdf	2025-12-29 02:29:48
Construct Connect		B. INSTRUCTIONS TO BIDDERS.pdf	2025-12-29 02:29:48
Construct Connect		G3. REQUIRED CONFLICT OF INTEREST DISCLOSURE.pdf	2025-12-29 02:29:48
Construct Connect		G2. REQUIRED FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCLOSURE STATEMENT.pdf	2025-12-29 02:29:48
Construct Connect		C. GENERAL CONDITIONS.pdf	2025-12-29 02:29:48
Construct Connect		E4. PLANTATION PALMS AT COLLIER PRKWY SIGNALS S&S GEOTECH REPORT.pdf	2025-12-29 02:29:48
Construct Connect		E2. Approved ERP Exemption 895751 (1).pdf	2025-12-29 02:29:48
Construct Connect		G1. REQUIRED BID BOND.pdf	2025-12-29 02:29:48
Construct Connect		E3. MEMO - UTL COORD MEETING.pdf	2025-12-29 02:29:48
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SNG Cleaning Services LLC	8894 NW 44th street Sunrise Florida US 33351	H. AGREEMENT - CONSTRUCTION.pdf	2026-01-27 12:08:05
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71968

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter IFB-BW-26-041 was published in said newspaper by print in the issues of 01/11/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **01/11/2026**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

ADVERTISEMENT FOR BIDS
PASCO COUNTY PURCHASING DEPARTMENT WILL ONLY ACCEPT BIDS SUBMITTED ONLINE.
IFB-BW-26-041 COLLIER PARKWAY (PLANTATION PALMS BLVD. & COLLIER PKWY TRAFFIC SIGNAL)
Questions Deadline: Jan 12th, 2026, 5 PM ET
Bid Submissions Due: Jan 27th, 2026, at 1:30 PM ET
All questions and bids MUST be submitted online by visiting https://pascocountyfl.bonfirehub.com/opportunities/209828
01/11/26 71968

Detail by Street Address

Florida Limited Liability Company
SUN CIVIL LLC

Filing Information

Document Number	L20000090449
FEI/EIN Number	85-0544174
Date Filed	03/26/2020
State	FL
Status	ACTIVE

Principal Address

10323 Cross Creek Blvd
SUITE A
Tampa, FL 33647

Changed: 10/24/2022

Mailing Address

10323 Cross Creek Blvd
SUITE A
Tampa, FL 33647

Changed: 10/24/2022

Registered Agent Name & Address

BROOKS, RICHARD K
10323 Cross Creek Blvd
Suite A
Tampa, FL 33647

Address Changed: 01/24/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

Brooks, RICHARD K
10323 Cross Creek Blvd.
Suite A
Tampa, FL 33647

Title AMBR

Reichart, TIMOTHY M
10323 Cross Creek Blvd.
Suite A
Tampa, FL 33647

Title AMBR

Reichart, CHRISTOPHER M
10323 Cross Creek Blvd.
Suite A
Tampa, FL 33647

Annual Reports

Report Year	Filed Date
2023	01/24/2023
2024	01/29/2024
2025	01/20/2025

Document Images

01/20/2025 -- ANNUAL REPORT	View image in PDF format
01/29/2024 -- ANNUAL REPORT	View image in PDF format
01/24/2023 -- ANNUAL REPORT	View image in PDF format
02/03/2022 -- ANNUAL REPORT	View image in PDF format
02/04/2021 -- ANNUAL REPORT	View image in PDF format
03/26/2020 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
SUN CIVIL LLC

Filing Information

Document Number	L20000090449
FEI/EIN Number	85-0544174
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State	FL
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Principal Address

10323 Cross Creek Blvd
SUITE A
Tampa, FL 33647

Changed: 10/24/2022

Mailing Address

10323 Cross Creek Blvd
SUITE A
Tampa, FL 33647

Changed: 10/24/2022

Registered Agent Name & Address

BROOKS, RICHARD K
10323 Cross Creek Blvd
Suite A
Tampa, FL 33647

Address Changed: 01/24/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

Brooks, RICHARD K
10323 Cross Creek Blvd.
Suite A
Tampa, FL 33647

Title AMBR

Reichart, TIMOTHY M
10323 Cross Creek Blvd.
Suite A
Tampa, FL 33647

Title AMBR

Reichart, CHRISTOPHER M
10323 Cross Creek Blvd.
Suite A
Tampa, FL 33647

Annual Reports

Report Year	Filed Date
2023	01/24/2023
2024	01/29/2024
2025	01/20/2025

Document Images

01/20/2025 -- ANNUAL REPORT	View image in PDF format
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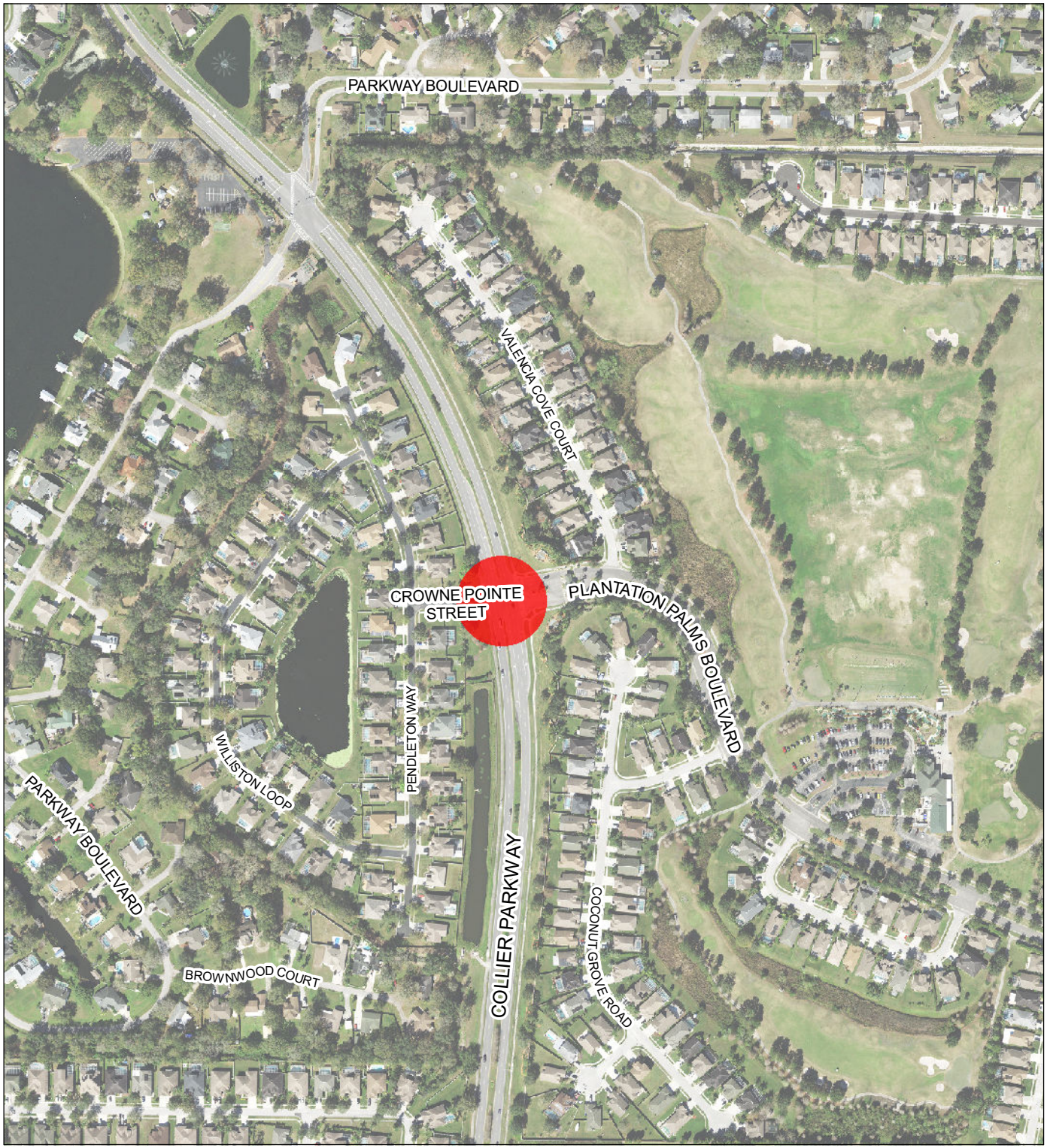
03/26/2020 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations



CROWNE POINTE ST / PLANTATION PALMS BL & COLLIER PKWY

TRAFFIC SIGNAL

SUBJECT AREA

COMMISSION DISTRICT: 2

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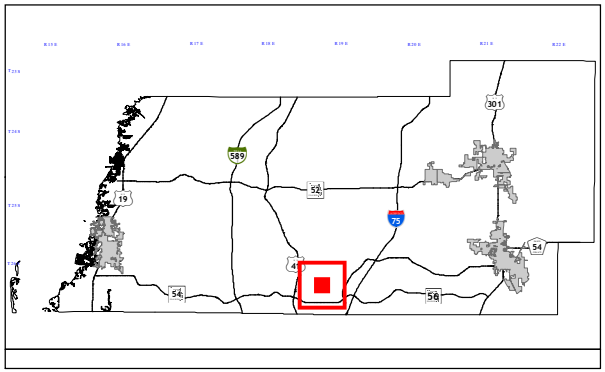

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BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** TED26-0279 **DATE:** 6/16/2026

SUBJECT: Resolution to Modify the Speed Limit – Blanton Road – Speed Limit Modification – $1,000.00

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Panos Kontses, P.E., CPM, Interim Transportation Engineering Director

RECOMMENDED BOARD ACTION:

Adopt the Resolution to modify the speed limit on Blanton Road from Lipsey Road to 500 feet East of Trestle Road from 55 miles per hour (MPH) to 45 MPH in accordance with Section 316.189, Florida Statutes. Authorize the Chairman to execute the Resolution and direct Board Records to distribute, as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The Traffic Operations Division of the Transportation Engineering Department has completed a review of conditions on Blanton Road. The Florida Department of Transportation's Speed Zoning Manual permits the application of engineering judgment when setting speed limits as required. The existing speed limit on Blanton Road along the study area is 55 miles per hour (MPH).A review of traffic conditions and operational safety on Blanton Road from Lipsey Rd to 500 feet East of Trestle Road was conducted. A speed study was conducted on Blanton Road to determine the average speed of drivers on this roadway. This study concluded that 85% of drivers travel at or below 58 MPH. The operational factors taken into consideration for this study included the location of Pasco County Fire Rescue Station 36 and the intersection of Trilby Road in the curve in this segment. It is the engineering judgment of the Traffic Operations Division that the speed limit on Blanton Road along the 0.77-mile segment be reduced from 55 MPH to 45 MPH to improve operational safety as depicted in Exhibit A.

The attached Resolution establishes the recommended revised speed limit. This will be effective upon signposting, as required for law enforcement. The cost to install new speed limit signs is estimated to be $1,000.00.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $1,000.00 is budgeted and available for Fiscal Year 2026 in the County Transportation Trust Fund, Public Works Department.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain One Original
2. One Copy to the County Attorney's Office, West Pasco Government Center, Suite 340

ATTACHMENT(S):

1. TED26-0279 Resolution (One Original)
2. TED26-0279 Exhibit A - Location Map (One Original)
3. TED26-0279 Speed Study Summary

BY THE BOARD OF COUNTY COMMISSIONERS RESOLUTION NO._____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AUTHORIZING THE MODIFICATION OF THE SPEED LIMIT ON BLANTON ROAD FROM LIPSEY ROAD TO 500 FEET EAST OF TRESTLE ROAD FROM 55 MILES PER HOUR TO 45 MILES PER HOUR AND WHICH IS LOCATED IN SECTION 7, TOWNSHIP 24, RANGE 21.

WHEREAS, Chapter 316, Section 189, Florida Statutes, provides that the Board of County Commissioners shall have original jurisdiction over the streets and highways located within its boundaries and may place and maintain such traffic control devices as the Board deems necessary; and

WHEREAS, the Board of County Commissioners has determined that to protect the health, safety, and welfare of the citizens of the County, it is necessary to regulate certain types of traffic on Blanton Road, from Lipsey Road to 500 feet East of Trestle Road, which is located in Section 7, Township 24, Range 21; and

WHEREAS, County staff has investigated and determined that the proposed speed limit is reasonable and conforms to criteria promulgated by the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session, duly assembled:

1**.** The Whereas Clauses above are incorporated by reference and made part of this Resolution.

2. On Blanton Road, from Lipsey Road to 500 feet East of Trestle Road, which is located in Section 7, Township 24, Range 21, the speed limit shall be modified as follows: from 55 miles per hour (MPH) to 45 MPH, as depicted in Exhibit A - Location Map.

3. The modified speed limit shall be established upon the installation of traffic control signs.

4. Funding in the amount of $1,000.00 is budgeted for traffic control devices and is available in County Transportation Trust, Public Infrastructure, Public Works, Road & Bridge, Materials for Maintenance.

5. This Resolution shall take effect immediately.

DONE AND RESOLVED with a quorum present and voting this ____ day of _____ 2026.

(SEAL)

ATTEST:

BY: _____
NIKKI ALVAREZ-SOWLES, ESQ.
PASCO COUNTY CLERK & COMPTROLLER

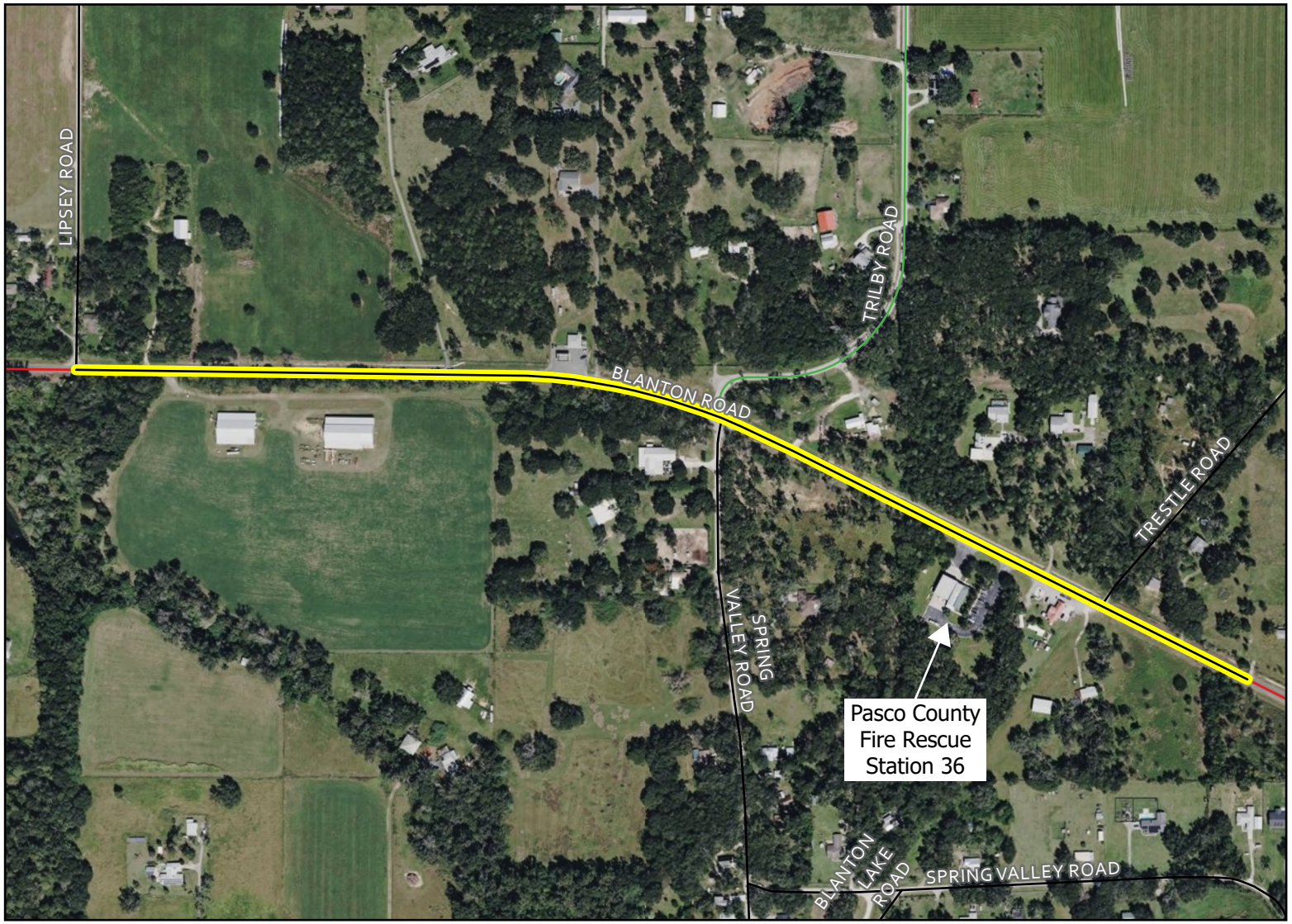
BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

_____
JACK MARIANO
CHAIRMAN

TED26-0279

Exhibit A - Location Map

Blanton Road - Speed Reduction



Commission District: 1

Meeting Date: 6/16/2026

Reduction Area to 45 MPH

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PUBLIC INFRASTRUCTURE
TRANSPORTATION ENGINEERING
TRAFFIC OPERATIONS DIVISION
7536 STATE STREET, SUITE 138
NEW PORT RICHEY, FL 34654

This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the minimum technical standards under the Florida Administrative Code 61G17-6. The Pasco County Board of County Commissioners does not accept ant responsibility for errors of omissions of any kind contained in the data herein. All products and derivations from the data contained herein must retain this disclaimer.

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

TED26-0279

Speed Study Summary

April 21, 2026

Subject: Speed Limit Modification Proposal for Blanton Road

Background:
The Transportation Engineering Department, Traffic Operations Division, conducted an exhaustive operational review of Blanton Road, focusing specifically on the stretch from Lipsey Road east to 500 feet East of Trestle Road. This segment spans approximately 0.77 miles and encompasses moderate traffic volume characteristics, underscoring the importance of regular safety assessments.

Analysis:
Our team evaluated the safety efficiency of this section of Blanton Road using crash data collected from 2023 through 2026. During this period, we documented 13 crashes within the research parameters, 2 angles, 1 left turn, 2 off roads, 4 rear ends, 2 right turns, and 2 sideswipes. Of those crashes, 2 of them (off road and rollover) can be reduced or corrected by reducing the speed limit in this area. Additionally, by reducing the speed at which drivers travel through this area, it can reduce the rate of occurrence and the severity of all crash types.

A speed study was conducted all along Blanton Road to determine the 85th percentile speed of drivers using this road. In this segment of Blanton Road, the 85th percentile speed was 58 MPH, which is consistent with expectations given the posted speed limit of 55 MPH. This creates an undesired safety risk for those attempting to turn into or out of Trilby Road, Pasco County Fire Rescue Station 36, Citgo gas station, or Vaughn's Country Store.

These findings underscore the necessity for bolstered safety interventions.

Recommendation:
Based on the results of our investigation and our ongoing dedication to enhancing safety conditions, we propose reducing the posted speed limit on Blanton Road, from Lipsey Road east to 500 feet East of Trestle Road, from the existing 55 MPH to 45 MPH.

Rationale:
Consistency and Alignment: Standardizing the speed limit on Blanton Road to match adjacent road sections and surrounding areas will facilitate a uniform traffic flow, reduce driver confusion, and enhance overall road safety. Moreover, the suggested speed limits more aptly reflect the design and current usage of the respective segments of the roadway.

Crash Reduction: Data consistently demonstrates that speed limit moderation significantly diminishes the number and severity of accidents. By altering the speed limit in the recommended sections of Blanton Road, we anticipate a reduction in crash frequency and severity.

Improved Safety: Lowering the speed limit to the proposed rates will encourage safer driving practices and afford motorists increased reaction time, thereby minimizing collision risks.

Conclusion:
Considering the findings of our traffic study, and our commitment to enhancing safety, we advocate for speed limit modifications on Blanton Road, as described above. These proposed changes aim to foster safer driving habits, ensure speed limit consistency, and align the speed limit with the road's characteristics. Implementing these speed limit modifications will necessitate updating relevant signage to ensure drivers are aware of the changes and can adjust their driving behaviors accordingly.

PASCO COUNTY

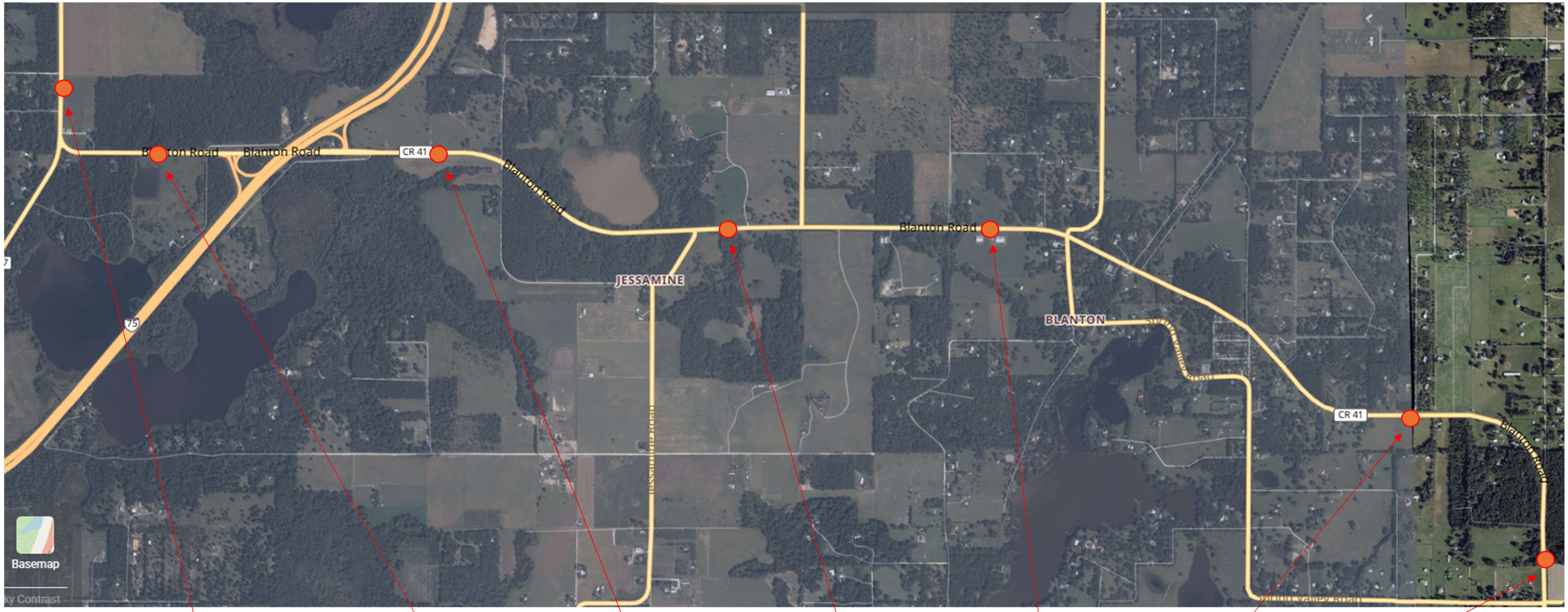
Jeffrey Moncalian

Digitally signed by Jeffrey Moncalian
Date: 2026.04.21 14:41:59 -04'00'

Jeffrey Moncalian, P.E.
Traffic Operations Manager

JM/MD

Blanton Road – Traffic Study Summary



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EB Spd	61 MPH	57 MPH	60 MPH	62 MPH	60 MPH	59 MPH	57 MPH
WB Vol	4,357	5,407	3,059	3,681	3,752	3,214	3,138
WB Spd	51 MPH	61 MPH	58 MPH	62 MPH	56 MPH	60 MPH	57 MPH

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** TED26-0283 **DATE:** 6/16/2026

SUBJECT: Unauthorized Purchase Request (UPR), Budget Amendment, and Budget Resolution – Traffic Control Products of Florida, Inc. – Oakwood Preserve Drive/Wiregrass School Road and Mansfield Boulevard Signalized Intersection Improvements – $66,037.00

REFERENCES: IFB-SN-22-156, TR23-0037, TR23-0159, TED26-0005

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Panos Kontses, P.E., CPM, Interim Transportation Engineering Director

RECOMMENDED BOARD ACTION:

Approve the Unauthorized Purchase Request (UPR) for Purchase Order No. 24001356 with Traffic Control Products of Florida, Inc. (TCP) authorizing final payment to TCP in the amount of $66,037.00 for Fiscal Year (FY) 2026.

Approve Budget Amendment Journal No. 2026 09 0008 in the amount of $24,000.00; adopt the Resolution amending the final budget for FY 2026; authorize the Chairman to execute the one original of the Resolution provided and direct Board Records to distribute the Resolution as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On December 6, 2022, the Board of County Commissioners (BCC) approved the award of Solicitation No. IFB-21-SN-156 to the overall lowest responsive and responsible bidder, TCP (TR23-0037). The initial contract award totaled $15,000,000.00 and allows issuance of purchase orders for specific projects under the master contract.

On March 18, 2024, a Notice to Proceed (NTP) in the amount of $818,733.30 was issued for the construction of the Oakwood Preserve Drive/Wiregrass School Road and Mansfield Boulevard Signalized Intersection Improvements.

Also on March 18, 2024, a separate NTP in the amount of $323,110.75 was issued for the construction and installation of Intelligent Transportation Systems (ITS) associated with the Mansfield Boulevard and Oakwood Preserve Drive signalized intersection improvement project.

The IFB-21-SN-156 solicitation did not allow for a conventional construction contract structure, resulting in the project being administered through a Purchase Order. As the contractor completed additional work beyond the original contract amount, it was determined that there was no mechanism within the Purchase Order framework to issue payments for overruns or unforeseen work, typically addressed through the Allowance Authorization Release process or a change order. With no allowance funds available and no means to distribute them, a UPR was the only viable method to settle the outstanding balance.

Although several projects remain active under this contract, the Transportation

Engineering Department (TED) will explore other means for settling potential overruns and overages to avoid a UPR in the future. Furthermore, the TED will actively pursue other formal solicitation programs, such as Request for Statements of Qualifications, to establish a more conventional structure for administering as-needed construction services.

TCP has completed all work under Purchase Order No. 24001356. The Transportation Engineering Division (TED), with concurrence from the Purchasing Department, requests BCC approval of the UPR for Purchase Order No. 24001356 to initiate final payment to TCP in the amount of $66,037.00.

Budget Amendment Journal No. 2026 09 0008, and the associated Resolution, will transfer $24,000.00 from Reserves Future Capital in the Penny Transportation Infrastructure Fund for the UPR for FY 2026. Funding for the balance of costs is already budgeted and available.

Project Phase	Schedule Start	Schedule Finish	Budget FY	Amount
Construction	February 2024	March 2025	2024	$1,207,638.25
			Total:	$1,207,638.25

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $66,037.00 will be available upon approval of Budget Amendment Journal No. 2026 09 0008 for FY 2026 in the Penny Transportation Infrastructure Fund, Transportation Engineering Department, Project Number 20113.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original of the Resolution

ATTACHMENT(S):
1. TED26-0283 Budget Amendment Resolution (One Original)
2. TED26-0283 Budget Amendment Journal No. 2026 09 0008
3. TED26-0283 Unauthorized Purchase Request Package
4. TED26-0283 Purchase Order No. 24001356
5. TED26-0283 Notice to Proceed - Construction
6. TED26-0283 Notice to Proceed - Intelligent Transport System
7. TED26-0283 Division of Corporations - Sunbiz
8. TED26-0283 Location Map

cc: Carrie C. Roberts, Purchasing Director

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. _____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 129.06(2), Florida Statutes provides legal authority and defines how a budget may be amended for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year; and,

WHEREAS, pursuant to Section 129.06(2)(c), Florida Statutes, the reserve for future construction and improvements may be appropriated by resolution of the board for the purposes for which the reserve was made.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that:

1. The Fiscal Year 2026 Final Budget be amended.
2. The Penny Transportation Infrastructure Fund appropriates reserves in the amount of $24,000.00 for funding the Unauthorized Purchase Request for the Oakwood Preserve Drive/Wiregrass School Road & Mansfield Boulevard Signalized Intersection Improvements.
3. This resolution will take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this _____ day of _____, 2026.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____
JACK MARIANO, CHAIRMAN

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION / ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT	LINE DESCRIPTION	EFF DATE			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2026 09	8	06/16/2026	ISF	TED26-0283	BUA	BCC 06/16	1	1
1	10044760 563010 20113	ORG 10044760	IOTB-Roads	1,135,000.00	24,000.00	1,159,000.00	
	2319-43505-541000-563010-20113-0000-000000-000-0000	EXPENSE CONSTRUCTION	06/16/2026				
3	10044760 599102 00000	ORG 10044760	Reserve Future Capital	53,361,239.23	-24,000.00	53,337,239.23	
	2319-43505-541000-599102-00000-0000-000000-000-0000	EXPENSE CHARGEBACK	06/16/2026				
		** JOURNAL TOTAL			0.00		

Unauthorized Purchase Request Form

This must be completed by the User Department and signed by the Department Head with the submittal include all supporting documents (invoices, previous approvals, emails etc.) to the Purchasing Department for review/approval.

Submitted by: Michael Miller, P.E., CAPM Dept: TED

Unauthorized Transaction Information:

Vendor Name: Traffic Control Products of Florida, Inc. Vendor #: 4873

Account number(s) to be charged: 2319-43505-541000-563010-20113-0000-000000-000-0000

Invoice number(s): 8 Total amount owed: $66,037.00

Is purchase related to an existing contract or PO? ☑ Yes ☐ No

If yes, provide original PO/Contract information:

PO/Contract #: 24001356 PO/Contract Date: 2/22/2024

PO/Contract Approved Amount #: 1,141,844.05 Amount Spent to Date: 1,141,601.25

Describe the circumstances:

See attached.

Describe corrective action taken:

See attached.

Department Signatures:

Michael Miller, P.E., CAPM	Panos Kontses, P.E., CPM
Person Submitting UPR (Printed)	Dept. Head (Printed)
Michael E Miller Sr Digitally signed by Michael E Miller Sr Date: 2026.05.04 12:50:27 -04'00'	Panos Kontses Digitally signed by Panos Kontses Date: 2026.05.04 13:20:37 -04'00'
Signature / Date	Signature/Date

Approval Signatures:

Carrie C. Roberts	Michael J. Carballa, P.E.
Purchasing Director (Printed)	County Administrator (Printed)
Signature / Date	Signature/Date

Board Approval Date (If applicable) : 6/16/2026 (Attach BOCC item/agenda)

UPR Designation (to be completed by the Purchasing Department)

Descriptions can be found in Section 11 of the Purchasing Manual.

☐ Level 1 ☐ Level 2 ☐ Level 3

December 2023

Unauthorized Purchase Request – TCP Invoice 8 (FINAL)

Describe the circumstances:

The IFB-21-SN-156 solicitation did not allow for a conventional construction contract structure, resulting in the project being administered through a Purchase Order. As the contractor completed additional necessary work beyond the original contract amount, no mechanism existed within the Purchase Order framework to issue payment for overruns or unforeseen work that would typically be addressed through the Allowance Authorization Release (AAR) process or a change order. With no allowance funds available and no means to distribute them, a UPR is the only viable method to settle the outstanding balance. This situation demonstrates that Purchase Orders are not suitable for construction projects requiring flexibility for field driven changes.

Describe the corrective action taken:

While several projects remain active under this contract, staff will explore other means for settling overruns and overages that may arise during active construction. TED is actively pursuing an RSQ to establish a more conventional structure for administering as needed construction services and, in the interim, has been letting new signal projects through formal competitive bidding.

PART II

EXHIBIT E

CONTRACTOR APPLICATION FOR PAYMENT FROM PASCO COUNTY

(Please See Instructions at Page 8)

Section 1 – General Information and Current Payment Status

Project Title: As Needed General Traffic Construction Services

Bid No. IFB-SN-22-156

Task Name (if applicable): Mansfield Blvd & Oakwood Preserve Drive / ITS Work

Payment Application No. 8 (Final)

For Period From: 03/12/2025 To: 03/12/2025

CONTRACTOR: Traffic Control Products of Florida

Address: 5514 Carmack Rd, Tampa, FL 33610

Remittance Name: SAME

Address: _____

If CONTRACTOR is requesting payment via electronic funds transfer (EFT), please complete the following:

Account Name: _____

Account No. _____

Bank Name: _____

ABA Route No. _____

AAR SUMMARY			
AAR No.	Date Approved by COUNTY ADMINISTRATOR or his designee	Additive	Deductive
TOTALS			

CHANGE ORDER SUMMARY			
C.O. No.	Date Approved by Pasco BCC	Additive	Deductive
TOTALS			

CONTRACT STATUS	
Initial Contract Price	$1,141,844.05
Net Change By Change Orders (Additive Total Minus Deductive Total)	$ -
Contract Price To Date	$1,141,844.05
Value of Work in Place	$1,207,638.25
Value of Stored Materials	$ -
Total Earned	$1,207,638.25
Retainage At 5 %	$0.00
Total Earned Less Retainage	$1,207,638.25
Less Previous Payments	$1,141,601.25
Less	$ -
Current Payment Total	$66,037.00

Section 2 – Contractor Certification

The undersigned authorized representative certifies, on behalf of the above-referenced CONTRACTOR, and under penalty of perjury:

1. All amounts and items shown on this application are correct, and the requested Current Payment Total is $ $66,037.00 ;

2. Any work performed, or materials supplied have been in accordance with the Contract Documents for the above-referenced Project;

3. The CONTRACTOR has clear title to any materials and equipment for which the CONTRACTOR is requesting payment as stored materials;

4. All amounts paid by the COUNTY to the CONTRACTOR in previous progress payments have been applied by the CONTRACTOR and its SUBCONTRACTORS to promptly pay, in proportionate amounts, all SUBCONTRACTORS, sub-subcontractors, suppliers, and others who have contributed work, equipment, or materials listed included in line items listed in the Schedule of Values of the previous Payment Applications, except as indicated on Attachment 1 hereto, which is incorporated herein by reference, and consists of _____ page(s);

5. The CONTRACTOR shall apply any sums paid by the COUNTY from this Application for Payment to SUBCONTRACTORS, sub-subcontractors, suppliers, and others who have contributed work, equipment, or materials included in line items listed in the Schedule of Values attached hereto (less retainage, if applicable), except as indicated on Attachment 2 hereto, which is incorporated herein by reference, and consists of __ page(s).

ATTEST:

By: Bobbie Jo Musso

Title: Accounts Receivable

CONTRACTOR: Traffic Contr

By: Karen Wasielew

Title: President

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 4th day of May, 2026, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Karen Wasielewski, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] Traffic Control Products of Florida, a [check one] [✓] corporation [ ] limited liability company, organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of Traffic Control Products of Florida:

Karen Wasielewski
Signature of person taking acknowledgment

ANDREA AVELLANEDA
MY COMMISSION # HH 766068
EXPIRES: February 10, 2030

Karen Wasielewski
Name typed, printed or stamped

President
Title or rank

HH 766068
Serial number (if any)

Section 3 – Certification by Pasco County and PROFESSIONAL

Based on on-site observations and the data comprising this Application for Payment, the undersigned certifies that the Work in the above-referenced Project has progressed to the point indicated herein and to the best of my knowledge, information, and belief, is in accordance with the Contract Documents, thereby entitling the CONTRACTOR to payment of the amount certified herein.

Pasco County Inspector:

By: Duane Didier Digitally signed by Duane Didier Date: 2026.05.07 10:43:31 -04'00' Date:

PROJECT MANAGER*:

By: Michael E Miller Sr Digitally signed by Michael E Miller Sr Date: 2026.05.07 11:04:24 -04'00' Date:

* The PROJECT MANAGER may be a Pasco County Project Engineer or other appropriate County staff member.

PROFESSIONAL**

By: Panos Kontses Digitally signed by Panos Kontses Date: 2026.05.07 11:09:57 -04'00' Date:

** The PROFESSIONAL may be the County Engineer, Assistant Engineering Services Director, Division Engineer, other appropriate County staff member, or a private professional consultant.

INSTRUCTIONS FOR COMPLETING APPLICATION FOR PAYMENT

This form will be completed by the CONTRACTOR each time payment is requested in connection with the Project. This Application for Payment shall be accompanied by a Schedule of Values providing line-item detail for the project, Attachment 1, and Attachment 2.

Section 1: This section will be completed by the CONTRACTOR. The CONTRACTOR must provide all the information indicated on the form as a condition of processing and payment.

Section 2: This section will be completed by the CONTRACTOR. In this section, the CONTRACTOR shall provide certification with respect to the representations made in Section 1. The certification will be provided in accordance with the Contract Documents.

Section 3: This section must be completed by Pasco County Staff and/or the PROFESSIONAL designated by the COUNTY. The approval of the PROJECT MANAGER will always be provided. If the Pasco County Inspector or the PROFESSIONAL are not responsible for the activities to be certified, "N/A" shall be inserted in the designated signature space.

Part II

Exhibit E

Attachment 1 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Application for Payment No. and Corresponding Line-Item Reference to Schedule of Values	Explanation

-or-

☒ This page is not applicable, as no outstanding payment disputes exist with respect to any prior Application for Payment.

X Karen Wasielewski

Contractor Signature

Attachment 2 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Corresponding Line-Item Reference to Schedule of Values	Explanation

-or-

☒ This page is not applicable, as no outstanding payment disputes exist with respect to the current Application for Payment.

x Karen [illegible]

Contractor Signature

PASCO COUNTY, FLORIDA
APPLICATION FOR PAYMENT BY CONTRACTOR
SCHEDULE OF VALUES

CONTRACTOR:	Traffic Control Products of Florida, Inc.
PROJECT:	As Needed General Traffic Construction Services - Mentmore
BID No:	IFB-SN-22-156
Work Order No.	20113

NTP Start Date	2/23/2024
Current End Date	3/12/2025

APPLICATION NUMBER:	8 (Final)
APPLICATION DATE:	5/5/2026
PERIOD:	3/12/2025

						AAR APPLICATION			C.O. APPLICATION			TOTAL CONTRACT QUANT. TO DATE		PREVIOUSLY COMPLETED		COMPLETED THIS INVOICE		COMPLETED TO DATE		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ORIG.BID VALUE	NO.	QTY	VALUE	NO.	QTY.	VALUE		TOTAL VALUE	UNITS	VALUE	UNITS	VALUE	UNITS	VALUE	REMAINING VALUE
	Signal Work																			
101-1	Mobilization	1	LS	$ 4,670.00	$ 4,670.00			$ -			$ -	1.00	$ 4,670.00	1.50	$ 7,005.00	1.50	$ 7,005.00	3.00	$ 14,010.00	$ (9,340.00)
102-1	Maintenance of Traffic	5	LS	$ 3,800.00	$ 19,000.00			$ -			$ -	5.00	$ 19,000.00	6.00	$ 22,800.00	4.00	$ 15,200.00	10.00	$ 38,000.00	$ (19,000.00)
104-10-3	Sediment Barrier	154	LF	$ 5.70	$ 877.80			$ -			$ -	154.00	$ 877.80	150.00	$ 855.00		$ -	150.00	$ 855.00	$ 22.80
104-18	Inlet Protection System	3	EA.	$ 476.00	$ 1,428.00			$ -			$ -	3.00	$ 1,428.00	3.00	$ 1,428.00		$ -	3.00	$ 1,428.00	$ -
0110-1-1	Clearing & Grubbing	0.02	AC	$ 55,000.00	$ 1,100.00			$ -			$ -	0.02	$ 1,100.00	0.02	$ 1,100.00		$ -	0.02	$ 1,100.00	$ -
0110-4-10	Removal of Existing Conc Sidewalk	151	SY	$ 120.00	$ 18,120.00			$ -			$ -	151.00	$ 18,120.00	247.70	$ 29,724.00		$ -	247.70	$ 29,724.00	$ (11,604.00)
0327-70-6	Milling Exist Asph Pavt, 1.5" Avg Depth	2194	SY	$ 11.85	$ 25,998.90			$ -			$ -	2194.00	$ 25,998.90	2232.00	$ 26,449.20		$ -	2,232.00	$ 26,449.20	$ (450.30)
0334-1-53	S-uperpave Asphaltic Conc, Traffic C PG76-22	181	TN	$ 468.00	$ 84,708.00			$ -			$ -	181.00	$ 84,708.00	190.00	$ 88,920.00		$ -	190.00	$ 88,920.00	$ (4,212.00)
0425-6	Adjust Valve Box	3	EA	$ 692.00	$ 2,076.00			$ -			$ -	3.00	$ 2,076.00	3.00	$ 2,076.00		$ -	3.00	$ 2,076.00	$ -
0520-1-10	Concrete Curb & Gutter, Type F	168	LF	$ 175.00	$ 29,400.00			$ -			$ -	168.00	$ 29,400.00	192.00	$ 33,600.00		$ -	192.00	$ 33,600.00	$ (4,200.00)
0522-2	Concrete Sidewalk and Driveways, 6"	168	SY	$ 235.00	$ 39,480.00			$ -			$ -	168.00	$ 39,480.00	251.40	$ 59,079.00		$ -	251.40	$ 59,079.00	$ (19,599.00)
0527-2	Detectable Warnings	63	SF	$ 60.00	$ 3,780.00			$ -			$ -	63.00	$ 3,780.00	70.00	$ 4,200.00		$ -	70.00	$ 4,200.00	$ (420.00)
0570-1-2	Performance Turf, Sod	30	SY	$ 21.00	$ 630.00			$ -			$ -	30.00	$ 630.00	30.00	$ 630.00		$ -	30.00	$ 630.00	$ -
0630-2-11	Conduit, F&I, Open Trench	258	LF	$ 40.00	$ 10,320.00			$ -			$ -	258.00	$ 10,320.00	248.00	$ 9,920.00		$ -	248.00	$ 9,920.00	$ 400.00
0630-2-12	Conduit, F&I, Directional Bore	320	LF	$ 75.00	$ 24,000.00			$ -			$ -	320.00	$ 24,000.00	361.00	$ 27,075.00	25.00	$ 1,875.00	386.00	$ 28,950.00	$ (4,950.00)
632-7-1	Signal Cable, New, F&I	1	PI	$ 34,100.00	$ 34,100.00			$ -			$ -	1.00	$ 34,100.00	1.00	$ 34,100.00		$ -	1.00	$ 34,100.00	$ -
0634-4152	Span Wire Assembly, F&I, Two PT, Diag	1	PI	$ 9,800.00	$ 9,800.00			$ -			$ -	1.00	$ 9,800.00	1.00	$ 9,800.00	0.00	$ -	1.00	$ 9,800.00	$ -
0635-2-11	Pull & Splice Box, F&I, 13" x 24"	10	EA	$ 2,200.00	$ 22,000.00			$ -			$ -	10.00	$ 22,000.00	10.00	$ 22,000.00		$ -	10.00	$ 22,000.00	$ -
0639-1122	Electrical Power SRV, F&I, UG, Pur Cont	1	AS	$ 4,500.00	$ 4,500.00			$ -			$ -	1.00	$ 4,500.00	1.00	$ 4,500.00		$ -	1.00	$ 4,500.00	$ -
0639-2-1	Electrical Service Wire, F&I	30	LF	$ 5.00	$ 150.00			$ -			$ -	30.00	$ 150.00	205.00	$ 1,025.00	1.00	$ 5.00	206.00	$ 1,030.00	$ (880.00)
0641-2-11	Prest Cnc Pole, F&I, Typ P-II, SRV Pedestal	1	EA	$ 2,240.00	$ 2,240.00			$ -			$ -	1.00	$ 2,240.00	1.00	$ 2,240.00		$ -	1.00	$ 2,240.00	$ -
0641-2-18	Prest Cnc Polw, F&I, Type P-VIII	2	EA	$ 36,699.00	$ 73,398.00			$ -			$ -	2.00	$ 73,398.00	2.00	$ 73,398.00		$ -	2.00	$ 73,398.00	$ -
0646-1-11	Aluminum Signals Pole, Pedestal	8	EA	$ 2,600.00	$ 20,800.00			$ -			$ -	8.00	$ 20,800.00	8.00	$ 20,800.00		$ -	8.00	$ 20,800.00	$ -
0650-1-14	Traffic Signal, F&I, Aluminum, 3 S 1 W	8	AS	$ 2,100.00	$ 16,800.00			$ -			$ -	8.00	$ 16,800.00	4.00	$ 8,400.00		$ -	4.00	$ 8,400.00	$ 8,400.00
0650-1-16	Traffic Signal, F&I, Almuminum, 4 S 1 W	2	AS	$ 2,200.00	$ 4,400.00			$ -			$ -	2.00	$ 4,400.00	2.00	$ 4,400.00		$ -	2.00	$ 4,400.00	$ -
0650-1-19	Traffic Signal, F&I, Aluminum, 5 S 1 W	4	AS	$ 2,310.00	$ 9,240.00			$ -			$ -	4.00	$ 9,240.00	4.00	$ 9,240.00		$ -	4.00	$ 9,240.00	$ -
0653-1-11	Pedestrian Signal, F&I LED Count, 1 Way	8	AS	$ 1,050.00	$ 8,400.00			$ -			$ -	8.00	$ 8,400.00	8.00	$ 8,400.00		$ -	8.00	$ 8,400.00	$ -
0660-4-11	Video Detection, Cabinet, F&I	1	AS	$ 38,100.00	$ 38,100.00			$ -			$ -	1.00	$ 38,100.00	0.00	$ -	1.00	$ 38,100.00	1.00	$ 38,100.00	$ -
0660-4-12	Video Dection, Above Ground, F&I	4	AS	$ 13,225.00	$ 52,900.00			$ -			$ -	4.00	$ 52,900.00	4.00	$ 52,900.00		$ -	4.00	$ 52,900.00	$ -
663-1-111	Signal Preemption Systenm F&I, Cabinet	1	EA	$ 9,240.00	$ 9,240.00			$ -			$ -	1.00	$ 9,240.00	1.00	$ 9,240.00		$ -	1.00	$ 9,240.00	$ -
663-1-112	Signal Preemption System, F&I, Detector	2	EA	$ 4,930.00	$ 9,860.00			$ -			$ -	2.00	$ 9,860.00	2.00	$ 9,860.00		$ -	2.00	$ 9,860.00	$ -

665-1-12	Pedestrian Detector	8	EA	$ 380.00	$ 3,040.00			$ -			$ -	8.00	$ 3,040.00	8.00	$ 3,040.00		$ -	8.00	$ 3,040.00	$ -
0670-5-111	Traf Cntrl Assem, F&I, 1 Preemption	1	AS	$ 62,700.00	$ 62,700.00			$ -			$ -	1.00	$ 62,700.00	1.00	$ 62,700.00		$ -	1.00	$ 62,700.00	$ -
685-1-13	UPS, F&I	1	EA	$ 17,000.00	$ 17,000.00			$ -			$ -	1.00	$ 17,000.00	1.00	$ 17,000.00		$ -	1.00	$ 17,000.00	$ -
0700-3-201	Single Post Sign, F&I Overhead, up to 12 SF	2	AS	$ 1,725.00	$ 3,450.00			$ -			$ -	2.00	$ 3,450.00	2.00	$ 3,450.00		$ -	2.00	$ 3,450.00	$ -
0700-5-22	Internally Illuminated Signs F&I	8	EA	$ 13,575.00	$ 108,600.00			$ -			$ -	8.00	$ 108,600.00	8.00	$ 108,600.00		$ -	8.00	$ 108,600.00	$ -
0700-11-391	Elect Disp Sign, F&I, OM-AC Blank Out	4	AS	$ 7,750.00	$ 31,000.00			$ -			$ -	4.00	$ 31,000.00	4.00	$ 31,000.00	0.00	$ -	4.00	$ 31,000.00	$ -
0700-1-11	Single Post Sign, F&I GM, <12 SF	5	AS	$ 750.00	$ 3,750.00			$ -			$ -	5.00	$ 3,750.00	5.00	$ 3,750.00	0.00	$ -	5.00	$ 3,750.00	$ -
700-1-50	Single Post Sign, Relocate	1	EA	$ 400.00	$ 400.00			$ -			$ -	1.00	$ 400.00	1.00	$ 400.00	0.00	$ -	1.00	$ 400.00	$ -
700-1-60	Single Post Sign, Remove	4	EA	$ 200.00	$ 800.00			$ -			$ -	4.00	$ 800.00	4.00	$ 800.00	0.00	$ -	4.00	$ 800.00	$ -
700-12-21	Sign Beacon F&I GM Solar			$ 5,500.00	$ -			$ -			$ -		$ -		$ -		$ -		$ -	$ -
0711-11-170	Thermoplastic, STD, White, Arrow	6	EA	$ 135.00	$ 810.00			$ -			$ -	6.00	$ 810.00	6.00	$ 810.00		$ -	6.00	$ 810.00	$ -
0711-11-241	Thermoplastic STD, Yellow, Dot/Guide, 6"	0.062	GM	$ 4,800.00	$ 297.60			$ -			$ -	0.06	$ 297.60		$ -		$ -		$ -	$ 297.60
711-11-123	Thermoplastic, Standard, White, Solid, 12" For Crosswalk and Roundabout	501	LF	$ 3.50	$ 1,753.50			$ -			$ -	501.00	$ 1,753.50	501.00	$ 1,753.50	0.00	$ -	501.00	$ 1,753.50	$ -
0711-11125	Thermoplastic, Std, White, Solid, 24"	315	LF	$ 9.00	$ 2,835.00			$ -			$ -	315.00	$ 2,835.00		$ -		$ -		$ -	$ 2,835.00
711-16-101	Thermoplastic, Std Other, White, Dot Guide, 6"	0.097	GM	$ 5,500.00	$ 533.50			$ -			$ -	0.10	$ 533.50		$ -		$ -		$ -	$ 533.50
700-16-201	Thermoplastic, Std Other, Yellow, Dot Guide 6"	0.038	GM	$ 6,500.00	$ 247.00			$ -			$ -	0.04	$ 247.00		$ -		$ -		$ -	$ 247.00
711-17	Thermoplastic Removal		SF	$ 15.00	$ -			$ -			$ -	0.00	$ -	0.00	$ -		$ -	0.00	$ -	$ -
522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	21	SY	$ 180.00	$ 3,852.00			$ -			$ -			0.00	$ -	21.40	$ 3,852.00	21.40	$ 3,852.00	$ (3,852.00)
	Signal Work Total				**$ 818,733.30**			**$ -**			**$ -**		**$ 818,733.30**		**$ 818,467.70**		**$ 66,037.00**		**$ 884,504.70**	**$ (65,771.40)**
	ITS Work																			
101-1	Mobilization	1	LS	$ 4,670.00	$ 4,670.00			$ -			$ -	1.00	$ 4,670.00	1.00	$ 4,670.00		$ -	1.00	$ 4,670.00	$ -
102-1	Maintenance of Traffic	2	DA	$ 3,800.00	$ 7,600.00			$ -			$ -	2.00	$ 7,600.00	2.00	$ 7,600.00		$ -	2.00	$ 7,600.00	$ -
104-10-3	Sediment Barrier	350	LF	$ 5.70	$ 1,995.00			$ -			$ -	350.00	$ 1,995.00	354.00	$ 2,017.80		$ -	354.00	$ 2,017.80	$ (22.80)
104-18	Inlet Protection System	17	EA	$ 476.00	$ 8,092.00			$ -			$ -	17.00	$ 8,092.00	17.00	$ 8,092.00		$ -	17.00	$ 8,092.00	$ -
0110-1-1	Clearing & Grubbing	1	AC	$ 55,000.00	$ 55,000.00			$ -			$ -	1.00	$ 55,000.00	1.00	$ 55,000.00		$ -	1.00	$ 55,000.00	$ -
0630-2-11	Conduit, F&I, Open Trench	3430	LF	$ 40.00	$ 137,200.00			$ -			$ -	3430.00	$ 137,200.00	3,430.00	$ 137,200.00		$ -	3,430.00	$ 137,200.00	$ -
0630-2-12	Conduit, F&I, Directional Bore	255	LF	$ 75.00	$ 19,125.00			$ -			$ -	255.00	$ 19,125.00	255.00	$ 19,125.00		$ -	255.00	$ 19,125.00	$ -
633-1-122	Fiber Optic Cable, F&I, UG, 13-48 Fibers	4135	LF	$ 17.25	$ 71,328.75			$ -			$ -	4135.00	$ 71,328.75	4,135.00	$ 71,328.75		$ -	4,135.00	$ 71,328.75	$ -
0635-2-12	Pull & Splice Box, F&I, 24" x 36"	5	EA	$ 2,300.00	$ 11,500.00			$ -			$ -	5.00	$ 11,500.00	5.00	$ 11,500.00		$ -	5.00	$ 11,500.00	$ -
0635-2-13	Pull & Splice Box, F&I, 30" x 60" or 36"	2	EA	$ 3,300.00	$ 6,600.00			$ -			$ -	2.00	$ 6,600.00	2.00	$ 6,600.00		$ -	2.00	$ 6,600.00	$ -
	ITS Work Total				**$ 323,110.75**			**$ -**			**$ -**		**$ 323,110.75**		**$ 323,133.55**		**$ -**		**$ 323,133.55**	**$ (22.80)**
	SUBTOTALS				**$ 1,141,844.05**			**$ -**			**$ -**		**$ 1,141,844.05**		**$ 1,141,601.25**		**$ 66,037.00**		**$ 1,207,638.25**	**$ (65,794.20)**
	INDEMNIFICATION	1	EA.												$ -		$ -		$ -	$ -
	AAR FUNDS ($00,000.00)	1	EA.																	$ -
	GRAND TOTALS				**$ 1,141,844.05**			**$ -**			**$ -**		**$ 1,141,844.05**		**$ 1,141,601.25**		**$ 66,037.00**		**$ 1,207,638.25**	**$ (65,794.20)**

PASCO COUNTY, FLORIDA
APPLICATION FOR PAYMENT BY CONTRACTOR
SCHEDULE OF VALUES

66,037.00	**Completed This Invoice**
	Less 5% Retainage
66,037.00	**Current Payment Total**

105.76%	**Percentage Completed Total**

PART II

EXHIBIT K

CONSENT OF SURETY TO FINAL PAYMENT

WHEREAS, the Board of County Commissioners of Pasco County, Florida (hereinafter the "COUNTY"), and **Traffic Control Products of Florida, Inc.** (hereinafter the "CONTRACTOR"), entered into an Agreement on **October 31,** 20**22**, in connection with that certain Project known as **As Needed General Traffic Construction Services**, Bid. No. **IFB-SN-22-156**, Oakwood Preserve Drive/Wiregrass School Road & Mansfield Boulevard Signalized Intersection Improvements, FEMA No. N/A; and

WHEREAS, **Western Surety Company** (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated **December 6**, 20**22**, in the sum of $ **1,207,638.25*** in connection with the aforesaid Project and Agreement; and

***One Million Two Hundred Seven Thousand Six Hundred Thirty-Eight and 25/100 Dollars**

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the Final Payment by the COUNTY to the CONTRACTOR, and agrees that said Final Payment shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this **5th** day of **May**, 20**26**.

SURETY: **Western Surety Company**

n/a
Witness to All

By: **n/a**
Authorized Signature

Sarah O'Brien, Witness to All

By: _____
Tyler D DeBord, As Attorney in Fact

Brown & Brown Insurance Services, Inc.
Agency (Power of Attorney attached)

NOTARY ACKNOWLEDGMENT

STATE OF **FLORIDA** }
} ss
COUNTY OF **ORANGE** }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this **5th** day of **May**, 20**26**, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] **Tyler D DeBord** , as attorney in fact.

Said person is personally known to me or ~~has produced _____ as identification~~ on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Notary Public State of Florida
Robyn E.C. Gagnon
My Commission HH 760964
Expires 1/27/2030

Robyn E C Gagnon

Signature of person taking acknowledgment

Robyn E C Gagnon

Name typed, printed or stamped

Title or rank

Serial number (if any)

CSFP-2

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Stephen P Farmer, Tyler D DeBord, Robyn Elizabeth Cohen Gagnon, Individually

of Daytona Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **5th** day of **May**, **2026**.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SUBCONTRACTOR'S WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND

(Attachment to General Contractor's Application for Payment No. 8)

(FINAL PAYMENT)

Note: The General Contractor shall attach this statement to each Application for Payment beginning with the second Application for Payment. This statement is applicable to each subcontractor whose work appeared on the prior Application for Payment for which the General Contractor has been paid.

The undersigned:

Karen Wasielewski (Name of Subcontractor Representative),

the President (Title of Subcontractor Representative)

of Traffic Control Products of Florida (Name of Subcontractor),

the principal address for which is 5514 Carmack Rd, Tampa, FL 33610, in consideration of receipt of the final payment in the sum of $123,117.06, hereby waives its right to claim against the payment bond for labor, services or materials furnished to Pasco County B.O.C.C. (insert the name of your customer) for improvements to the following described Pasco County, Florida project:

Project No. IFB-SN-22-156

Project Name: As Needed General Traffic Construction Services - Mansfield Blvd & Oakwood Preserve Drive / ITS Work

General Contractor: Pasco County B.O.C.C.

Dated: 05/04/2026

Subcontractor Representative:

Karen Wasielewski

Karen Wasielewski, President

PRINT

JOB#30724

FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the **final payment** in the amount of **$10.00** hereby waives and releases its lien and right to claim a lien and or its right to claim against the payment bond for work, labor, services or materials furnished to **TRAFFIC CONTROL PRODUCTS OF FLORIDA, INC.** on the job for **PASCO COUNTY BOCC** *(owner)* for the job at the following described real property:

MANSFIELD BLVD AND OAKWOOD PRESERVE DR INTERSECTION IMPROVEMENTS - PASCO COUNTY, FLORIDA
PASCO COUNTY AS NEEDED GENERAL TRAFFIC CONSTRUCTION SERVICES - WORK ORDER NO.: EDO 20-013

Dated on: March 27, 2025

Lienor: **MAMMOTH CONSTRUCTORS, LLC**

By: _____

Print Name: **KEVIN RODRIGUE**

Title: **PRESIDENT**

STATE OF **FLORIDA**

COUNTY OF **LAKE**

Sworn to and subscribed before me on this 27 day of March, 20 25

by Kevin Rodrigue as its President of **MAMMOTH CONSTRUCTORS, LLC**, who is personally known to me ✓ or produced identification _____.

(Notary Seal)

DUSTY HAMILTON
Notary Public
State of Florida
Comm# HH502885
Expires 5/18/2028

_____
Notary Public-Signature

PART II

EXHIBIT F

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

Note: The General Contractor shall attach this statement to the Application for Final Payment.

KNOW ALL MEN BY THESE PRESENTS that

Karen Wasielewski
(Name of General Contractors Principal, Officer or Authorized Representative)

the President
(Title of General Contractors Principal, Officer or Authorized Representative)

of Traffic Control Products of Florida
(Name of General Contractor)

whose principal address is

5514 Carmack Rd, Tampa, FL 33610
(Address of General Contractor)

on penalty of perjury, hereby affirms that pursuant to the provisions of the contract for

Project No: IFB-SN-22-156

Project Name: As Needed General Traffic Construction Services - Mansfield Blvd & Oakwood Preserve Dr / ITS Work

All monies owed all subcontractors and material suppliers have been paid in full and that no outstanding debts or claims against the above Project exist.

ATTEST:

PRINCIPAL, OFFICER or AUTHORIZED REP.:

Bobbie Jo Musso
WITNESS

Karen Wasielewski

Stephanie Destino
WITNESS

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 4th day of May, 2026, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Karen Wasielewski, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] Traffic Control Products of Florida, a [check one] [✓] corporation [ ] limited liability company, organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of Traffic Control Products of Florida:

Karen Wasielewski
Signature of person taking acknowledgment

NOTARY PUBLIC STATE OF FLORIDA
ANDREA AVELLANEDA
MY COMMISSION # HH 766068
EXPIRES: February 10, 2030

Karen Wasielewski
Name typed, printed or stamped

President
Title or rank

HH 766068
Serial number (if any)

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

May 6, 2026

Karen Wasielewski, President
Traffic Control Products of FL, Inc.
5514 Carmack Rd
Tampa, FL 33610

Re: **Final Acceptance**
Oakwood Preserve Drive/Wiregrass School Road & Mansfield Boulevard Signalized Intersection Improvements and ITS Conduit from Oakwood Preserve Drive to Hueland Pond Boulevard.
Work Order No. 20113.00
Bid No. IFB-SN-22-156

Dear Ms. Karen Wasielewski:

This is to certify that the above-referenced project, under contract with the Pasco County Board of County Commissioners, is considered complete as of March 13, 2025, and in accordance with the plans and specifications.

Please be advised that pursuant to Article 14 of the contract, Warranty and Guarantee, all work must be of good quality, free from faults and defects, and in accordance with the requirements of the contract documents and any inspections, tests, or approvals referred to in this article for a minimum period of one year following the date of final acceptance. In addition, the paved roadway surface will be warrantied and guaranteed for a two-year period starting July 29, 2025.

Thank you for your contribution toward the expansion of a Safe, Connected, and Efficient Multimodal Transportation System for All Users within Pasco County.

Sincerely,
PASCO COUNTY

Panos Kontses
Digitally signed by Panos Kontses
Date: 2026.05.06 10:34:59 -04'00'

Panos Kontses, P.E., CPM
Interim Transportation Engineering Director

PK/MM/TED26-0223

ec: Michael J. Carballa, P.E., County Administrator
Branford N. Adumuah, Assistant County Administrator (Public Infrastructure)
Panos Kontses, P.E., CPM, Interim Transportation Engineering Director
Amanda Stancanelli, Capital & Administration Manager
Michael E. Miller, Sr., P.E., CAPM, Engineer II
William J. Kelleher, CEI Manager, Project Management

REPRINT
Munis: munprod Version: 2021.10.0.1035
Date: 02/23/2024 Time: 8:02
User: kimmiller

Purchase Order

Fiscal Year 2024

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **24001356-000**

Vendor

TRAFFIC CONTROL PRODUCTS
OF FL INC
5514 CARMACK RD
TAMPA, FL 33610

Bill To

Pasco County Board of County Commissioners
38053 Live Oak Avenue
Dade City, FL 33523-3894
(352) 521-4556
accts.payable@pascoclerk.com

Ship To

UTILITIES FISCAL
UTILITIES ADMINISTRATION BLDG
19420 CENTRAL BLVD
LAND O LAKES, FL 34637-7006

VENDOR PHONE NUMBER	REQUISITION NUMBER	CONTRACT NUMBER	DELIVERY REFERENCE
	2002	5356PI	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/22/2024	4873			TED-Capital Projects

NOTES

OAKWOOD DR & MANSFIELD BLVD

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	OAKWOOD PRESERVE DRIVE & MANSFIELD BLVD SIGNALIZED INTERSECTION IMPROVEMENTS GL Account: 2319-43505-541000-563010-20113-00 00-000000-000-0000 $1,141,844.05	1.0	EACH	$1,141,844.050	$1,141,844.05

PROJECT SUMMARY

By: _____
Authorized Signature

VENDOR COPY

PO Total **$1,141,844.05**

PASCO COUNTY, FLORIDA
PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions apply to the purchase order issued by Pasco County, Florida ("County"), as evidence of its agreement with the Vendor providing the purchased goods or services.

1. Collect shipments will not be accepted. Shipments F.O.B. shipping point must be prepaid and included on the invoice. The original shipping bill must be included with the invoice.

2. If prices are higher than specified, the Vendor shall not ship without the County Purchasing Director's approval.

3. The Vendor must bill all invoices and payment requests (to "Pasco County Board of County Commissioners" and furnish them by email) to accts.payable@pascoclerk.com, or by mail to Pasco County Board of County Commissioners c/o Office of Pasco County Clerk & Comptroller Finance Department, Accounts Payable Division, P.O. BOX 1554, Dade City, Florida 33526-1554.

4. The Vendor must send a separate invoice for each shipment. A purchase order number must appear on each invoice.

5. Delivery will be accepted at the Vendor's risk. Goods are subject to inspection and will be returned to the Vendor if the County finds them unsatisfactory.

6. If the conditions of this purchase order are not acceptable to the Vendor, the Vendor must so advise the County Purchasing Director upon receipt of the order and before any delivery is made.

7. If this purchase order does not meet minimum billing, or if there is a set-up charge, the Vendor must advise the County Purchasing Director before shipping.

8. All credit adjustments must be made by check or credit memo to "Pasco County Board of County Commissioners." See item 3 for mailing instructions.

9. The County is exempt from payment of all federal excise taxes and generally all state government taxes. Additionally, the County is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. A copy of the exemption is available on the County's website or may be obtained by request.

10. Correspondence regarding this purchase order must be addressed to the County Purchasing Department at 7536 State Street, New Port Richey, FL 34654. A purchase order number must appear on all correspondence.

11. The Vendor, by accepting this purchase order, assumes complete responsibility for any alleged patent infringements relating to the purchased goods or services, and will hold the County harmless from all suits and payments arising from alleged patent infringements relating to the purchased goods or services.

12. The County requires vendors to have a purchase order or a purchase order number issued by a representative of the County Purchasing Department before shipping any merchandise. The County assumes no responsibility for purchases which are not covered by a purchase order number or approved by the County Purchasing Director or their designee.

13. The purchase hereunder is subject to the provisions of chapter 112, Florida Statutes. The Vendor must disclose the name(s) of any of its officers, directors, or agents who is also a County employee.

14. Vendors who provide goods and/or services to the County shall receive payment for such goods and/or services in accordance with the Local Government Prompt Payment Act (chapter 218, part VII, Florida Statutes).

15. Acceptance of this purchase order by the Vendor is verification that the Vendor and any subcontractor(s) it uses to fulfill this purchase order are registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of any purchase agreement between the parties and acknowledges that it is required to maintain such compliance throughout the term of the agreement. The Vendor also confirms that no public employer has terminated a contract with the Vendor for failure to comply with section 448.095(2), Florida Statutes, within the 12 months preceding the date of acceptance of this purchase order.

16. The County adheres to subsection 287.134(2)(a), Florida Statutes, and will not transact business with entities or affiliates placed on the discriminatory vendor list maintained by the Florida Department of Management Services. By accepting the purchase order, the Vendor certifies that is not on the discriminatory vendor list. Violation of this provision by the Vendor is grounds for termination of the purchase order and/or any associated agreement with the County.

17. Pursuant to section 287.135, Florida Statutes, by accepting the purchase order, the Vendor certifies that: (1) it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes; (2) it is not participating in a boycott of Israel; (3) it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, Florida Statutes; and (4) it is not engaged in business operations in Cuba or Syria.

    The County reserves the right to terminate the purchase order and/or any associated agreement if the County finds that: (1) any of the above certifications are false; (2) the Vendor has been placed on the Scrutinized Companies that Boycott Israel List; (3) the Vendor is engaged in a boycott of Israel; (4) the Vendor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or (5) the Vendor is engaged in business operations in Cuba or Syria.

18. Pursuant to section 287.05701, Florida Statutes, the County: (1) may not request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; and (2) may not give preference to a Vendor based on the Vendor's social, political, or ideological interests.

19. The purchase and any associated agreement(s) shall be governed by the laws of the State of Florida. Venue for any disputes relating to the purchase and any associated agreement(s) shall be the West Pasco Judicial Center in New Port Richey, Florida (for state claims) or the Middle District Court of Florida – Tampa Division (for federal claims). **The parties waive their right to a jury trial.**

20. Except as may be provided herein, the County does not waive any rights under law, including of any immunity or limitation of liability the County may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes, nor agree to any terms less favorable to the County than those set forth herein. Notwithstanding any provisions contained in this or any other documents relating to the purchase, none of the following shall have any effect or be enforceable against the County or any of its officers, directors, employees, or agents:
    a) Requiring the County or any of its officers, directors, employees, or agents to indemnify or to hold harmless Vendor for any act or omission;
    b) Requiring that the County waive any immunity to which it is entitled by law; and/or
    c) Requiring or stating that the terms and conditions on the Vendor's standard form contract(s) shall prevail over the terms of this purchase order in the event of conflict.

21. For any purchases made under a piggybacked agreement, the buyer under said agreement is Pasco County. Any terms and conditions contained within such agreement apply to Pasco County and the Vendor, except contact and billing information and those terms and conditions that are specific to a jurisdiction other than the County.

22. If this purchase involves services, by accepting this purchase order, the Vendor agrees to comply with the public records requirements set forth in subsection 119.0701(2)(b), Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 847-8194, PURCHASINGPRR@PASCOCOUNTYFL.NET, AND 7536 STATE STREET, 2ND FLOOR, NEW PORT RICHEY, FL 34654.

23. The County's performance and payment pursuant to the purchase order and/or any associated purchase agreement between the County and Vendor are contingent upon the Pasco County Board of County Commissioners appropriating funds in its approved budget for the purchase in each fiscal year of the agreement.

24. The Vendor shall not assign the purchase order or any associated agreement or delegate its duties under the purchase order or any associated purchase agreement to a third party without first obtaining permission from the County.

25. Vendor certifies that the goods or services sold to the County are not covered telecommunications equipment under 2 Code of Federal Regulations § 200.216.

PO38CC

NOTICE TO PROCEED

Project Management Division
5418 Sunset Blvd
New Port Richey, FL 34652
727-847-1623

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Vendor/ Contractor Name and Contract Details

Contractor Name: Traffic Control Products of Florida Inc.
Bid #: IFB-SN-22-156
Account #: 2319-43505-541000-563010-20113-0000-000000-000-0000
Purchase Order #: 2002

Project Details

Description – Construction of the following (List and attach all supporting documents)

Project: Oakwood Preserve Drive/Wiregrass School Road & Mansfield Boulevard Signalized Intersection Improvements

1. CONTRACTOR will comply with all Drawings, Specifications, Testing Reports, and Addendums that have been provided as Contract Documents for Bidding purposes. These documents are as follow:
   a. Drawing Set dated October 12, 2020 prepared by Ayers Associates and their associated engineers, with no revision dates.
   b. Specification Set "CONTRACT DOCUMENTS AND SPECIFICATIONS FOR: Mansfield Blvd, and Oakwood Preserve Drive Signalized Intersection Improvements; WORK ORDER NO. EDO20-013; BID NO. IFB-KM-20-XXX" undated.
   c. Report of Geotechnical Exploration dated April 28, 2020 prepared by AREHNA Engineering, Inc.
2. The intention of the above listed Contract Documents is to be complementary and supplementary to all general and special conditions in the As Needed General Traffic Construction Services – Multi-Year Award (IFB-SN-22-156) (Agreement) dated December 6, 2022.
3. Should any conflicts exist between the technical specifications and the general or special conditions (if any), the stricter provision shall prevail and control.
4. The Liquidated Damages, as described in the Master Agreement for this Purchase Order, will be accessed at $1000 per calendar day.

Start Date: February 23, 2024
Finish Date: March 12, 2025
Calendar Days: 384

BID ITEM SPECIFICATIONS

Project: **Mansfield Blvd & Oakwood Preserve Drive** **WO23-3**

Contractor: **Pasco County BOCC PO#23001080-000**

Bid Item	Description	Qty	UM	Contract Unit Price	Contract Amount
101-1	Mobilization	1	LS	$4,670.00	$4,670.00
102-1	MAINTENANCE OF TRAFFIC	5	LS	$3,800.00	$19,000.00
104-10-3	Sediment Barrier	154	LF	$5.70	$877.80
104-18	Inlet Protection System	3	EA	$476.00	$1,428.00
0110-1-1	CLEARING & GRUBBING	0.02	AC	$55,000.00	$1,100.00
0110-4-10	REMOVAL OF EXISTING CONC SIDEWALK	151	SY	$ 120.00	$18,120.00
0327-70-6	MILLING EXIST ASPH PAVT, 1.5" AVG DEPTH	2194	SY	$ 11.85	$25,998.90
0334-1-53	SUPERPAVE ASPHALTIC CONC, Traffic C PG76-22	181	TN	$ 468.00	$84,708.00
0425-6	Adjust Valve Box	3	EA	$ 692.00	$2,076.00
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	168	LF	$ 175.00	$29,400.00
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	168	SY	$ 235.00	$39,480.00
0527-2	DETECTABLE WARNINGS	63	SF	$ 60.00	$3,780.00
0570-1-2	PERFORMANCE TURF, SOD	30	SY	$ 21.00	$630.00
0630 2 11	CONDUIT, F& I, OPEN TRENCH	258	LF	$ 40.00	$10,320.00
0630 2 12	CONDUIT, F& I, DIRECTIONAL BORE	320	LF	$ 75.00	$24,000.00
632-7-1	Signal Cable, New, F&I	1	PI	$ 34,100.00	$34,100.00
0634 4152	SPAN WIRE ASSEMBLY, F&I, TWO PT, DIAG	1	PI	$ 9,800.00	$9,800.00
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24"	10	EA	$ 2,200.00	$22,000.00
0639 1122	ELECTRICAL POWER SRV,F&I, UG,PUR CONT	1	AS	$ 4,500.00	$4,500.00
0639 2 1	ELECTRICAL SERVICE WIRE, F&I	30	LF	$ 5.00	$150.00
0641 2 11	PREST CNC POLE,F&I,TYP P-II SRV Pedestal	1	EA	$ 2,240.00	$2,240.00
0641-2-18	PREST CNC POLE,F&I,TYP P-VIII	2	EA	$ 36,699.00	$73,398.00
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	8	EA	$ 2,600.00	$20,800.00
0650 1 14	TRAFFIC SIGNAL,F&I ALUMINUM, 3 S 1 W	8	AS	$ 2,100.00	$16,800.00
0650 1 16	TRAFFIC SIGNAL,F&I ALUMINUM, 4 S 1 W	2	AS	$ 2,200.00	$4,400.00
0650 1 19	TRAFFIC SIGNAL,F&I ALUMINUM, 5 S 1 W	4	AS	$ 2,310.00	$9,240.00
0653 1 11	PEDESTRIAN SIGNAL, F&I LED COUNT, 1 WAY	8	AS	$ 1,050.00	$8,400.00
0660 4 11	Video Detection, Cabinet, F&I	1	AS	$ 38,100.00	$38,100.00
0660 4 12	Video Detection, Aboveground, F&I	4	AS	$ 13,225.00	$52,900.00
663 1 111	Signal Preemption System, F&I, Cabinet	1	EA	$ 9,240.00	$9,240.00
663 1 112	Signal Preemption System, F&I, Detector	2	EA	$ 4,930.00	$9,860.00
665 1 12	Pedestrain Detector	8	EA	$ 380.00	$3,040.00
0670 5 111	TRAF CNTL ASSEM, F&I, 1 Preemption	1	AS	$ 62,700.00	$62,700.00
685 1 13	UPS, F&I	1	EA	$ 17,000.00	$17,000.00
0700 3 201	SINGLE POST SIGN, F&I Overhead, up to 12 SF	2	AS	$ 1,725.00	$3,450.00
0700 5 22	Internally Illuminated Signs F&I	8	EA	$ 13,575.00	$108,600.00
0700 11 391	ELECT DISP SIGN, F&I OM- AC, BLANK OUT	4	AS	$ 7,750.00	$31,000.00
0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	5	AS	$ 750.00	$3,750.00
700 1 50	SINGLE POST SIGN, Relocate	1		$ 400.00	$400.00
700 1 60	SINGLE POST SIGN, Remove	4		$ 200.00	$800.00
0711 11 170	THERMOPLASTIC, STD, WHITE, ARROW	6	EA	$ 135.00	$810.00
0711 11 241	THERMOPLASTIC,STD,YELLOW,DOT / GUIDE, 6"	0.062	GM	$ 4,800.00	$297.60
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID,12" FOR CROSSWALK AND ROUNDABOUT	501	LF	$ 3.50	$1,753.50
0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	315	LF	$ 9.00	$2,835.00
711 16 101	THERMOPLASTIC, STD Other, WHITE, DOT GUIDE, 6"	0.097	GM	$ 5,500.00	$533.50
700 16 201	THERMOPLASTIC, STD Other, Yellow, DOT GUIDE, 6"	0.038	GM	$ 6,500.00	$247.00
					$0.00
Billing Note:				**TOTALS**	$818,733.30

COMMENTS:

We have verified that the material and/or equipment contained in this submittal meets all the requirements specified in the current contract with Pasco County BOCC via IFB-DS-21-149.

COUNTY REPRESENTATIVE NAME AND TITLE	SIGNATURE	DATE
PANOS KONTSES ASSISTANT COUNTY ENGINEER	T. Kontses	3/18/24

ACCEPTANCE OF NOTICE TO PROCEED	Receipt of this NOTICE TO PROCEED is hereby acknowledged.

CONTRACTOR REPRESENTATIVE NAME AND TITLE	SIGNATURE	DATE
Karen Wasielewski President	Karen Wasielewski	2/26/24

Retain one original and forward one original of this NOTICE TO PROCEED to Pasco County Project Management Division, 5418 Sunset Blvd., New Port Richey, Florida 34652.

PO 3802

NOTICE TO PROCEED

Project Management Division
5418 Sunset Blvd
New Port Richey, FL 34652
727-847-1623

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Vendor/ Contractor Name and Contract Details

Contractor Name: Traffic Control Products of Florida Inc.
Bid #: IFB-SN-22-156
Account #: 2319-43505-541000-563010-20113-0000-000000-000-0000
Purchase Order #: 2002

Project Details

Description – Construction of the following (List and attach all supporting documents)

Project: Mansfield Blvd. ITS Conduit from Oakwood Preserve Dr. to Hueland Pond Blvd.

1. CONTRACTOR will comply with all Drawings, Specifications, Testing Reports, and Addendums that have been provided as Contract Documents for Bidding purposes. These documents are as follow:
   a. Drawing Set dated August 26, 2020 prepared by Ayers Associates and their associated engineers, with no revision dates.
   b. Specification Set "CONTRACT DOCUMENTS AND SPECIFICATIONS FOR: Mansfield Blvd, and Oakwood Preserve Drive Signalized Intersection Improvements; WORK ORDER NO. EDO20-013; BID NO. IFB-KM-20-XXX" undated.
   c. Report of Geotechnical Exploration dated April 28, 2020 prepared by AREHNA Engineering, Inc.
2. The intention of the above listed Contract Documents is to be complementary and supplementary to all general and special conditions in the As Needed General Traffic Construction Services – Multi-Year Award (IFB-SN-22-156) (Agreement) dated December 6, 2022.
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Start Date: February 23, 2024
Finish Date: March 12, 2025
Calendar Days: 384

BID ITEM SPECIFICATIONS

Bid Item	Description	Qty	UM	Unit Price	Total
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104-10-3	Sediment Barrier	350	LF	$5.70	$1,995.00
104-18	Inlet Protection System	17	EA	$476.00	$8,092.00
0110-1-1	CLEARING & GRUBBING	1	AC	$55,000.00	$55,000.00
0630 2 11	CONDUIT, F& I, OPEN TRENCH	3430	LF	$40.00	$137,200.00
0630 2 12	CONDUIT, F& I, DIRECTIONAL BORE	255	LF	$75.00	$19,125.00
633-1-122	Fiber Optic Cable, F&I, UG, 13-48 Fibers	4135	LF	$17.25	$71,328.75
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36"	5	EA	$2,300.00	$11,500.00
0635 2 13	PULL & SPLICE BOX, F&I, 30" X 60" OR 36"	2	EA	$3,300.00	$6,600.00
					$323,110.75

COMMENTS:
We have verified that the material and/or equipment contained in this submittal meets all the requirements specified in the current contract with Pasco County BOCC via IFB-DS-21-149.

COUNTY REPRESENTATIVE NAME AND TITLE: PANOS KONTSES, ASSISTANT COUNTY ENGINEER

SIGNATURE: [signature] DATE: 3/18/24

ACCEPTANCE OF NOTICE TO PROCEED Receipt of this NOTICE TO PROCEED is hereby acknowledged.

CONTRACTOR REPRESENTATIVE NAME AND TITLE: Karen Wasielewski, President

SIGNATURE: Karen Wasielewski DATE: 2/29/24

Retain one original and forward one original of this NOTICE TO PROCEED to Pasco County Project Management Division, 5418 Sunset Blvd., New Port Richey, Florida 34652.

Detail by Entity Name

Florida Profit Corporation
TRAFFIC CONTROL PRODUCTS OF FLORIDA, INC.

Filing Information

Document Number	H69640
FEI/EIN Number	59-2582822
Date Filed	08/05/1985
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	12/16/1985
Event Effective Date	NONE

Principal Address

5514 CARMACK ROAD
TAMPA, FL 33610

Changed: 03/25/1994

Mailing Address

5514 CARMACK ROAD
TAMPA, FL 33610

Changed: 02/18/2009

Registered Agent Name & Address

WASIELEWSKI, KAREN
5514 CARMACK ROAD
TAMPA, FL 33610

Name Changed: 08/05/1986

Address Changed: 03/25/1994

Officer/Director Detail

Name & Address

Title PT

WASIELEWSKI, KAREN
5514 CARMACK RD
TAMPA, FL 33610

Title S

Wasielewski, Christian S.
5514 CARMACK RD
TAMPA, FL 33610

Title Vice -President

Wasielewski, David James
5514 CARMACK ROAD
TAMPA, FL 33610

Annual Reports

Report Year	Filed Date
2024	02/07/2024
2025	02/04/2025
2026	02/02/2026

Document Images

02/02/2026 -- ANNUAL REPORT	View image in PDF format
02/04/2025 -- ANNUAL REPORT	View image in PDF format
02/07/2024 -- ANNUAL REPORT	View image in PDF format
02/15/2023 -- ANNUAL REPORT	View image in PDF format
02/11/2022 -- ANNUAL REPORT	View image in PDF format
03/09/2021 -- ANNUAL REPORT	View image in PDF format
03/11/2020 -- ANNUAL REPORT	View image in PDF format
01/22/2019 -- ANNUAL REPORT	View image in PDF format
03/14/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
02/05/2013 -- ANNUAL REPORT	View image in PDF format
01/19/2012 -- ANNUAL REPORT	View image in PDF format
01/26/2011 -- ANNUAL REPORT	View image in PDF format
02/19/2010 -- ANNUAL REPORT	View image in PDF format
02/18/2009 -- ANNUAL REPORT	View image in PDF format
01/07/2008 -- ANNUAL REPORT	View image in PDF format
03/05/2007 -- ANNUAL REPORT	View image in PDF format
01/11/2006 -- ANNUAL REPORT	View image in PDF format
03/07/2005 -- ANNUAL REPORT	View image in PDF format
02/04/2004 -- ANNUAL REPORT	View image in PDF format
01/23/2003 -- ANNUAL REPORT	View image in PDF format

02/05/2002 -- ANNUAL REPORT	View image in PDF format
01/24/2001 -- ANNUAL REPORT	View image in PDF format
01/19/2000 -- ANNUAL REPORT	View image in PDF format
03/03/1999 -- ANNUAL REPORT	View image in PDF format
01/30/1998 -- ANNUAL REPORT	View image in PDF format
03/21/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
04/11/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



MANSFIELD BOULEVARD AND OAKWOOD PRESERVE DRIVE

SIGNALIZED INTERSECTION IMPROVEMENTS

PROJECT AREA

COMMISSION DISTRICT: 2

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W E
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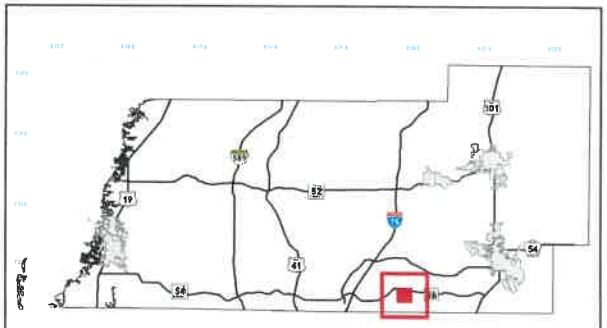
0 650 1,300
Feet



BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** TED26-0302 **DATE:** 6/16/2026

SUBJECT: Resolution for Delegation of Authority to County Administrator and Designees – Standard Florida Department of Transportation (FDOT) Construction Agreements – No Funding Required

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Panos Kontses, P.E., CPM, Interim Transportation Engineering Director

RECOMMENDED BOARD ACTION:

Adopt the Resolution delegating authority to the Pasco County Administrator and his designees to execute standard construction agreements with the Florida Department of Transportation (FDOT), which FDOT requires to ensure compliance with applicable standard specifications, plans, rules, regulations, and general requirements for projects involving improvements within FDOT's right of way. Authorize the Chairman to execute the Resolution, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

FDOT oversees construction and improvements within its right-of-way and requires local governments to enter into a standard construction agreement before entering into FDOT's right of way to perform work. These agreements ensure compliance with FDOT design standards, specifications, plans, and applicable laws and regulations; require a payment and performance bond in the amount of the estimated cost of construction; and require indemnification of FDOT against claims and damages arising out of or related to the performance or breach of the construction agreement. An example of a standard FDOT construction agreement is attached for reference.

The Transportation Engineering Department recommends that the Board of County Commissioners delegate authority to the County Administrator and his designees to execute standard FDOT construction agreements. The County's execution of these agreements is required for projects involving FDOT right of way. Delegating authority to the County Administrator and his designees to execute these standard agreements will expedite the process for FDOT approval of County projects involving FDOT right of way, and ultimately, will streamline project delivery and mitigate delays.

FISCAL IMPACT/COST/REVENUE STATEMENT:

No funding is required for this action.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain One Original

ATTACHMENT(S):

1. TED26-0302 Resolution (One Original)
2. TED26-0302 Standard FDOT Construction Agreement (Example)

cc: Olivia DeScala, Assistant County Attorney

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. _____**

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR AND DESIGNEES TO ENTER INTO CONSTRUCTION AGREEMENTS WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (DEPARTMENT) TO MAKE IMPROVEMENTS WITHIN THE DEPARTMENT'S RIGHT OF WAY.

WHEREAS, Section 334.044, Florida Statutes, authorizes and requires the State of Florida Department of Transportation ("Department") to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, Section 20.23(6), Florida Statutes, authorizes the Department to contract with local government entities; and

WHEREAS, Section 334.175(2), Florida Statutes, requires the Department to review the design plans of transportation projects on, under, or over a Department-owned right-of-way for compliance with the Department's design standards; and

WHEREAS, the Department requires the Construction Coordinator for projects involving improvements within the Department's right-of-way to enter into a standard construction agreement with the Department requiring the project to comply with the Department's standard specifications and plans; federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, and procedures; and requiring the Construction Coordinator to provide a payment and performance bond, to indemnify the Department; and to otherwise comply with the terms of the construction agreement ("Construction Agreement"); and

WHEREAS, the Department requires the Construction Coordinator to enter into the Construction Agreement prior to performing construction on the Department's right-of-way; and

WHEREAS, the Pasco County Board of County Commissioners approves projects to make improvements within the Department's right-of-way, which projects require the execution of the Construction Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, in regular session, duly assembled, as follows:

1. The recitals set forth above are incorporated herein by reference and made part of this Resolution.

2. The Board of County Commissioners delegates full authority to the County Administrator and designees of the County Administrator, to act as the Construction Coordinator for Pasco County for the Construction Agreement for projects involving improvements within the Department's rights-of-way.

ADOPTED by the Board of County Commissioners of Pasco County, Florida, with a quorum present and voting this _____ day of _____, 2026.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____
JACK MARIANO, CHAIRMAN

Construction Agreement No.: _____

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Transportation, 16411 Spring Hill Drive, Brooksville, FL 34604 (hereinafter referred to as the "DEPARTMENT") and Pasco County _____ (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 20.23(6), Florida Statutes, the DEPARTMENT is authorized to contract with local governmental entities and with the private sector under specific circumstances; and

WHEREAS, Section 339.282, Florida Statutes, provides incentives to private sector entities that finance, construct, and improve public transportation facilities; and

WHEREAS, pursuant to Section 334.175(2), Florida Statutes, the DEPARTMENT is required to review the Project's design plans for compliance with Department design standards; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR 54 Section 12 Subsection _____ from Begin MP 5.930 to End MP 5.940 Local Name NA located in Pasco County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the DEPARTMENT upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of **Player Dr sidewalk to existing SR 54 sidewalk**. **See attached Exhibit A Scope of Services/Special Provisions.**
2. The Project shall be designed and constructed in accordance with the latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction ("FDOT Standard Specifications"), FDOT Standard Plans and FHWA Manual on Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the FDOT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the FDOT Design Manual, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook") and the FDOT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and written approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive written approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the Project at all times and coordinate any work needs of the DEPARTMENT during construction of the Project.
3. In its sole discretion, the DEPARTMENT may reject designs which do not meet DEPARTMENT standards. The DEPARTMENT may also, in its sole discretion, allocate DEPARTMENT-managed resources, including structures engineers and/or project managers, to projects involving complex design structures and other design structures not commonly used by the DEPARTMENT. In addition, all complex bridges and bridge types not commonly used by the DEPARTMENT constructed via this Agreement will be monitored and inspected by DEPARTMENT personnel.
4. The Construction Coordinator shall provide the DEPARTMENT a minimum of 2 business days' notice before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.
5. Pursuant to Section 7-13 of the FDOT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than _____ and 00/100 Dollars ($ _____) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than _____ and 00/100 Dollars ($ _____) for property damage, or a combined coverage of not less than _____ and 00/100 Dollars ($ _____). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide

the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity, they will be exempt from these requirements.

6. The Construction Coordinator shall be responsible for monitoring construction operations and Temporary Traffic Control (TTC) throughout the course of the Project in accordance with the latest edition of the FDOT Standard Specifications, Section 102, Maintenance of Traffic, and FDOT Standard Plans, 102-600 series. The Construction Coordinator is responsible for the development of a TTC Plan and making any changes to that plan as necessary. Any TTC plan developed by the Construction Coordinator that deviates from the FDOT Standard Plans must be signed and sealed by a professional engineer. TTC plans will require written approval by the DEPARTMENT prior to implementation.
7. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
8. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
9. The Construction Coordinator shall take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the DEPARTMENT'S first priority. If lane or road closures are required to ensure the life, health, and safety of the travelling public, the Construction Coordinator must notify the District Maintenance Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The DEPARTMENT expects professional engineering judgement be applied in all aspects of locally or privately delivered projects. Defect management and supervision of Project bridge structures components must be proactively managed, monitored, and inspected by DEPARTMENT prequalified structures engineer(s). The District Maintenance Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Construction Coordinator shall also ensure compliance with the DEPARTMENT Construction Project Administration Manual, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.
10. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest, or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy, or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.
11. The Construction Coordinator shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
12. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard, and local governmental entities.
13. The Construction Coordinator is responsible for the provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the Construction Coordinator to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the written approval of the DEPARTMENT, a local government agency may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing local government staff that meet the requirements of this paragraph, or a combination thereof.
14. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.
15. All work and construction shall be completed within **365** days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate

this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days' prior written notice of termination to the Construction Coordinator.

16. The Construction Coordinator shall be responsible for maintaining and restoring all features that might require relocation within the DEPARTMENT right of way.
17. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
18. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance with the Plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
19. If the DEPARTMENT determines that the Project is not completed in accordance with the Provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) file a claim against the payment and performance bond with the Surety for correction of the deficiency(ies) and completion of the contract; or 3) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice. If no payment is received within thirty (30) days from date of invoice submittal, the DEPARTMENT will file a claim against the bond for all expenses incurred, including services incidental to collecting losses.
20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
21. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below. Electronic means of communication shall be sufficient if emailed to the parties at the contact information listed below.
22. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.
23. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
24. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.
25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for herein.
26. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
27. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
28. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquishment in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.
29. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
30. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.
31. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Modifications to the Agreement shall be included in Appendix B.

32. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.
33. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
34. The Construction Coordinator shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
35. The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:
    A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the Construction Coordinator.
    B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
    D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The Construction Coordinator shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the DEPARTMENT a copy of the Construction Coordinator's response to each such request.

IF THE CONSTRUCTION COORDINATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION COORDINATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, FL 32399-0458

CONSTRUCTION COORDINATOR CONTACT INFORMATION:
Name Panos Kontses Title Interim Transportation Engineering Director
Office No. (727) 834-3604 ext. 1623 Cell _____ Email pkontses@mypasco.net
Address _____

DEPARTMENT CONTACT INFORMATION:

Name _____ Title _____
Office No. _____ Cell _____ Email _____
Address _____

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)

Panos Kontses (Print Name)

Interim Transportation Engineering Director (Title)

_____ (Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

Legal Review:

_____

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** UTD26-0081 **DATE:** 6/16/2026

SUBJECT: Task Order No. 1-26 – Freese and Nichols, Inc. – Southeast Wastewater Treatment Plant Reclaimed Water Ground Storage Tank and Main Upsizing (PCU 26-005.00) – $499,830.00

REFERENCES: RSQ-BW-25-075

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Adolfo Gonzalez, Utilities Engineering and Contract Management Director

RECOMMENDED BOARD ACTION:

Approve Task Order No. 1-26 (Task Order) with Freese and Nichols, Inc. (FNI) for the Southeast Wastewater Treatment Plant (SE WWTP) Reclaimed Water Ground Storage Tank (RCW GST) and Main Upsizing (Project), in the Not to Exceed (NTE) amount of $499,830.00 for Fiscal Year (FY) 2026. Authorize the Chairman to execute the two originals of the Task Order provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Pasco County owns and maintains the SE WWTP, which produces reclaimed water (RCW) suitable for public irrigation. Currently, the SE WWTP utilizes a single RCW ground storage tank to manage the difference between continuous water production and primarily nighttime irrigation usage. As development continues throughout the County, both RCW production and irrigation demand are expected to increase, requiring additional storage capacity. The County has determined that an additional 5 million gallons of storage will be necessary to meet future needs. To support this expansion, the diameter of the reclaimed water transmission main will be increased to allow greater flow from the SE WWTP. This will involve installing approximately 1,400 linear feet of 24-inch diameter reclaimed water main within the public right-of-way along Handcart Road.

On January 21, 2026, the County Administrator, through a delegation of authority from the Board of County Commissioners (BCC), executed the Continuing Professional Services Agreement (RSQ-BW-25-075) with FNI for miscellaneous professional services.

The proposed Task Order with FNI includes engineering design and bid phase services necessary to complete the Project. Construction phase services are excluded from this Task Order and will be addressed separately under a future Task Order. The table below shows the anticipated project schedule and Task Order No. 1-26 budget.

Estimated Schedule and Budget:

Project Activity	Projected Schedule		Estimated budget	
	Start	Finish	Fiscal Year	Amount

Detailed Design Services	May 2026	May 2027	FY 2026	$496,633.00
Bid Phase	June 2027	November 2027	FW 2027	$3,197.00
Total				$499,830.00

Estimated Construction Schedule and Budget:

Project Activity	Projected Schedule		Estimated Budget	
	Start	Finish	Fiscal Year	Amount
Construction Engineering & Inspection Services	March 2027	February 2029	FY 2027 - FY 2028	$500,000.00
Construction Phase	November 2027	November 2028	FY 2027 - FY 2028	$6,872,586.00
Total				$7,372,586.00

The term of this Task Order shall be from its approval date, until one of the following occurs: the upper limit of this Task Order, including any Change Orders, is paid in full; the County terminates this Task Order; or November 30, 2027, whichever is earliest.

The Utilities Engineering and Contract Management Department, with concurrence from the Purchasing Department, requests approval of Task Order No. 1-26 with FNI in the NTE amount of $499,830.00 for FY 2026.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $499,830.00 is budgeted and available for FY 2026 in the Water & Wastewater Capital Fund, Water Connection Fee, Project Number 26018.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original
2. Mail One Original to:
   Mr. Tony Pevec
   Freese and Nichols, Inc.
   1000 N Ashley Dr #200
   Tampa, FL 33602

ATTACHMENT(S):
1. UTD26-0081 Task Order No. 1-26 (Two Originals)
2. UTD26-0081 Professional Services Agreement RSQ-BW-25-075
3. UTD26-0081 Location Map

cc: Carrie C. Roberts, Purchasing Director

Task Order No. 1-26
Southeast Wastewater Treatment Plant Reclaimed Water Ground Storage Tank & Main Upsizing
Pcu-26-005.00

This Task Order is entered into by and between Pasco County, Florida (the "County"), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, and Freese and Nichols, Inc. (FNI), a corporation authorized to do business in the State of Florida pursuant to the terms of the Continuing Professional Service Agreement for RSQ-BW-25-075 dated January 21, 2026, which is incorporated herein by reference.

WITNESSETH

WHEREAS, the County is experiencing additional demand for reclaimed water; and

WHEREAS, this demand requires both additional storage capacity at the Southeast Wastewater Treatment Plant (SE WWTP) and a larger diameter transmission main along Handcart Road. The County is seeking professional services for the design of a 5.0 million gallon (MG) ground storage tank and approximately 1,400 linear feet of 24" diameter transmission main.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. **RECITALS**

   The foregoing recitals are true and correct and are incorporated herein by reference.

2. **SCOPE OF SERVICES**

   The Scope of Services to be rendered by FNI is described in Exhibit "A" of this Task Order, which is attached hereto and incorporated herein by reference.

3. **TERM**

   Work shall commence upon issuance of a separate written Notice to Proceed ("NTP"), which shall become part of this Task Order. The term of this Task Order shall be from the date this Task Order is approved by the County to the time at which: the upper limit of this Task Order, inclusive of any Change Orders, is paid in full; the project is terminated; or November 30, 2027; whichever is earliest.

4. **COMPENSATION AND METHOD OF PAYMENT**

   FNI will be paid for these services in accordance with Exhibit "B," the Summary of Fees; Exhibit "B" is attached hereto and incorporated herein by reference. The maximum compensation amount under this Task Order is four-hundred ninety-nine thousand eight hundred thirty and 00/100 Dollars ($499,830.00).

5. **CONFLICT**

   To the extent there is a conflict between the terms of the Agreement and this Task Order, the terms of the Agreement shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Task Order No. 1-26, effective the last date listed below.

FOR: FREESE AND NICHOLS, INC.

By: _____
Tony Peyec, PE, Principal/Vice President

FOR: PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jack Mariano, Chairman

By: _____
Nikki Alvarez-Sowles,
Esq. Clerk and Comptroller

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} **ss**
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me on March 31, 2026, by means of:

[X] **physical presence** or [ ] **online notarization** by [Name] Tony Peyec, who executed the foregoing instrument as [Title] principal /vice president of [Corporation or Company Name] Freese and Nichols Inc, a [X] **corporation** or [ ] **limited liability company** organized under the laws of [State] Florida, said person is (check one below): [X] **Personally known to me**, or [ ] **Has produced** _____ **as identification.**

CORYNNE NGUYEN
Notary Public - State of Florida
Commission # HH 680629
My Comm. Expires May 28, 2029

[Notary Stamp or Seal]

Signature of person taking acknowledgment

Corynne Nguyen
Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

Exhibit A- Scope of Work

PROJECT UNDERSTANDING

Pasco County owns and maintains the Southeast Wastewater Treatment Plant (SE WWTP) which produces public access quality reclaimed water (RCW). Currently the SE WWTP uses a single RCW Ground Storage Tank (GST). The SE WWTP produces RCW all day long while RCW irrigation uses are primarily during nighttime hours. The GST provides storage to allow for the differences in production rates and usage rates during the day.

As development continues in the County, both RCW production rates as well as irrigation demands will continue to increase, requiring additional storage capacity. The County has determined that an additional 5 MG will be required.

Additionally, increasing the reclaimed main transmission main diameter to allow additional flow to be pumped out of the SE WWTP. To accomplish this approximately 1,400 linear feet of 24" diameter reclaimed main will be installed in the public right of way on Handcart Road.

SCOPE OF SERVICES

FNI shall render the following professional services in connection with the development of the task order. The task order is summarized by the following tasks.

- Task 100 – Project Management
- Task 200 – Survey, SUE and Geotechnical Investigation
- Task 300 – 5.0 MG Storage Tank Design
- Task 400 – Reclaimed Water Main Design
- Task 500 – Bid Phase Services

TASK 100 | PROJECT MANAGEMENT, DATA COLLECTION, AND GAP ANALYSIS

100.1. Project Kickoff Meeting

FNI will conduct a project kickoff meeting with the County to review project scope, schedule, and critical milestones. This meeting will be in-person with a virtual option. FNI will provide the County with a data request memorandum identifying data needs.

100.2. Project Communication

Throughout the project, monthly status reports will be submitted that summarize the progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which require input from or discussion with the County staff. Progress meetings will occur monthly.

100.3. Data Collection and Review

FNI will coordinate with County staff on obtaining available data required for the project, including as-built plans, pressure data, pump curves, pump operation set points. In absence of data, FNI will document assumptions as required.

TASK 200 | Survey, SUE and Geotechnical Investigations

200.1 Survey

The SE WWTP is being expanded and has extensive survey information. It is assumed that this information will be sufficient for the purposes of the proposed 5 MG GST. No survey is included in this scope of work related to the GST design; the design will rely on record drawings from the 3.0 MGD to 6.0 MGD SE WWTF Expansion project.

Topographical Survey

Prepare a certified Topographic Survey in accordance with the Florida Statutes governing surveying and mapping for the full right-of-way of Handcart Road, approximately 1,400 linear feet.

The Topographic Survey will include surface elevations on a 50-foot grid, swales, ditches, top of bank, toe of slope, grade breaks and water elevations, if any, landscape limits, improvements with visible evidence above ground and utilities, invert elevations, pipe sizes and pipe material if obtainable. Benchmarks will be located along the route. The vertical data provided will be related to the North American Vertical Datum 1988 Adjustment (NAVD 1988). The horizontal data provided will be related to the North American Datum 1983/1990 adjustment or higher, state plane coordinates, Florida Zone West (902).

SUE Investigation

Provide SUE Designating (Quality Level-B) and SUE Locating/Test Holes (Quality Level-A) as requested along a 1400 LF portion of the project corridor. SUE Designating (Quality Level-B) will be completed within the apparent right-of-way (R/W) of Handcart Rd. A maximum of (6) locates/test holes will be performed on existing utilities at locations as directed by the engineer of record (EOR).

The SUE data and converted to CADD files for the design team's use. All work shall be performed in accordance with the minimum requirements of Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Electronic deliverable in AutoCAD or MicroStation format of the following files:
- Drawing file representing the results of utility investigation
- SUE Quality Level A Test Hole Summary Report

200.2 Geotechnical Investigations

The objective of our study will be to identify existing soils and groundwater conditions at the proposed improvement locations in order to develop geotechnical recommendations for the project. Geotechnical services are proposed as follows:

1. Review published soils and topographic information. This published information will be obtained from the appropriate Florida Quadrangle Map published by the United States Geological Survey (USGS) and the Soil Survey for Pasco County, FL published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).
2. Conduct a visual reconnaissance of the project site and coordinate utility clearance.
3. Tierra intends to perform field work as follows:
    a. Ground Storage Tank - Perform three (3) Standard Penetration Test (SPT) borings to a depth on the order of 80 feet below existing grades.
    b. Pipeline Alignment - Perform five (5) hand auger borings to a depth of 7 feet below existing grades or to a depth at which the borehole collapses due to groundwater or refusal conditions are encountered.
4. Measure the groundwater table levels encountered in the field and estimate the SHGWT at select locations.
5. Visually classify the samples in the laboratory using the Unified Soil Classification System (USCS). Identify soil conditions at the boring locations. Perform laboratory testing on representative samples.
6. Determine feasibility of utilizing shallow and/or deep foundation systems for support of the new ground storage tank.

TASK 300 | 5.0 MG GST Design

Task 300.1 – Data Gathering

The County will supply the following information required for hydraulic calculations:

- Record Drawings for the RW high service pump station.
- Record Drawings for the Existing GST including operating levels in the tank.
- Pump information including Net Positive Suction Head Requirements.
- Peak flow rate.

The new proposed 5.0 GST will connect to the existing RW pump station. FNI will conduct hydraulic calculations to confirm the proposed pipe diameter from the tank to the connection point.

Task 300.2 Design and Calculations

30% Design

The 30% design will develop a technical memorandum detailing the results of:

- Calculations to propose a pipe diameter from the GST to the RW high service pump station.
- Preliminary pipe routing will be shown in figures.
- Preliminary site plan showing tank location.
- Design criteria for a Prestressed Concrete GST
- Standards to be used in design
- Draft Table of Contents for the Technical Specification which will be provided in final design.
- Electrical and Instrumentation requirements
    - It is assumed that the GST will have a level monitor matching the type of level measuring instrument in the existing GST.
    - It is assumed that the SCADA system will appropriately receive react to the level instrumentation. No new SCADA integration is assumed.
    - It is assumed that there are no other new site lighting or other electrical needs.

The County will provide review comments on the 30% Design Technical Memorandum. These comments and responses will be included in a comment log. Specific comments to be incorporated will be included in the 75% design submittal.

75% Design

The 75% design will develop drawings and technical specifications with major equipment detailed and most standard details that include:

- Drawing set:
    - Existing site plan
    - Site Grading Plan.
    - Yard Piping Plan and Profile
    - Civil Details
    - Ground Storage Tank Plan
    - Ground Storage Tank Sections
    - Ground Storage Tank Details
    - Electrical Site Plan
    - Control Plans
    - Interconnection Diagram
    - Grounding/Lightning Protection Plan
    - Electrical Standard Details
    - Piping and Instrumentation Diagram (P&ID)
- Technical Specifications
    - 75% Draft technical specifications.

- Permit Submittals:
    - The 75% Drawing Set will be used to apply for FDEP Permits:
        - Minor Modification to the Existing Plant Operating Permit
        - Current State of Florida rules require that development provide adequate stormwater infrastructure to prevent stormwater run off from exceeding the pre-improvement conditions.
        - The State of Florida enacted a rule that any project not completed by December 2025 must also incorporate treatment components for stormwater. It is likely that this would impact stormwater for the entire SE WWTP not just from the GST project.
    - ERP Modification for Stormwater

The County will provide review comments on the 75% Design Drawings and Technical Specifications. These comments and responses will be included in a comment log. Specific comments to be incorporated will be included in the 100% design submittal.

100% Design and Permit Submittal
The 100% will be a final set drafted for County comment. Any comments received from the County will be incorporated into a final sign and sealed Issued for Bid Set.

TASK 400 | Reclaimed Water Main Design
FNI will provide professional services to develop preliminary design, 30%, 75%, 100% and Issued For Bid milestones.

Task 400.1 – Preliminary Design
The preliminary design drawings will show the results of the proposed route will be laid out on the survey base in plan view. No profile views will be developed at this stage.

Task 400.1 Deliverables:
- 30% Drawings in PDF form

Task 400.2 – 75% Design Phase
Prepare drawings, technical specifications for the improvements to be constructed. Furnish the County one (1) electronic copy of the drawings and specifications marked "Preliminary" for approval by the County.
FNI will meet with the County to present the Plans and Specifications and to receive review comments. Review documents will include plan and profile sheets, pipeline appurtenances, and typical details. FNI will document comments received from the County and incorporated appropriately into the 100% design.

Task 400.3 – 100% Design Phase
Furnish the County one (1) electronic copy of the drawings and specifications marked "Final" for approval by the County.
FNI will meet with the County to present the Plans and Specifications and to receive review comments. Review documents will include all final plan and specifications. FNI will address comments appropriately in the Issued for Bid Documents.

Task 400 Deliverables:
- Technical Specifications
- OPCC at 30%, 75% and 100% Submittals
- 75% Plans and Specifications
- 100% Plans and Specifications
- Issued for Bid Plans and Specifications

TASK 500 | Bid Phase Services
FNI will provide professional services during bidding phase. It is assumed for level of effort that a single bid package for the proposed 5.0 GST and the proposed 24" reclaimed water main.

FNI will assist the County in answering questions from potential bidders. FNI will attend the pre-bid meeting in person.

ADDITIONAL SERVICES
Any services performed by FNI that are not included in the Basic Services described above are considered Additional Services. Additional Services will only be performed if requested and authorized by the County as set forth in the Continuing Professional Service Agreement and as provided for herein. Potential Additional Services may include, but not be limited to:

1. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by County.
2. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Task Order.
3. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
4. Designing a permanent backup generator.

RESPONSIBILITIES OF COUNTY
County shall perform the following in a timely manner so as not to delay the services of FNI:

- Designate in writing a person to act as County's representative with respect to the services to be rendered under this Task Order. Such person shall have contract authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to FNI's services for the Project.
- Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Task Order.
- Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, provide review comments, and render in writing decisions pertaining thereto within a reasonable time.
- Provide anticipated flow demands.
- Furnish, or direct FNI to provide, Additional Services as stipulated in this scope of work or other services as required.

TIME OF COMPLETION

Table 1: Schedule

Task	Calendar Days
Task 100 – Project Management	Within 200 days of NTP
Task 200 – Survey and Geotech	Within 90 days of NTP
Task 300 – 5.0 MG GST Design	Within 300 days of NTP
Task 400 – RW Main Design	
Task 400.1- Preliminary Design	Within 60 Days of Task 200
Task 400.1 - 75% Design	Within 90 days of Task 400.1
Task 400.2 - 100% Design	Within 90 days of receiving County Comments on Task 400.1
Task 400.3 - Issued for Bid Drawings and Specifications	Within 30 days of County comments on Draft 100%
Task 500 – Bid Phase Services	150 days from Issued for Bid

Exhibit B- Summary of Fees

COMPENSATION

For performance of the services described in this Scope of Services, the County will compensate FNI in the lump sum amount of **$499,830** for Tasks 100 through 500 as shown in the table below. FNI will be paid for services performed per task as set forth herein, covering the work-in-progress expressed as a percentage of the total cost of the service and work required for each task involved. The total contract amount is **$499,830.00**.

Table 2: Summary of Costs

Task	Cost
Task 100 – Project Management	27,938
Task 200 – Survey and Geotechnical Investigation	54,389
Task 300 – 5.0 GST Design	248,196
Task 400 – Reclaimed Water Main Design	166,110
Task 500 – Bid Phase Services	3,197
Owner's Allowance	0
Lump Sum Total:	**$499,830**

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E., BCEE, County Administrator

SUBJECT: Approval of Professional Service Agreements for RSQ-BW-25-075

THRU: Erik K. Breitenbach, P.E., CEM Assistant County Administrator (Internal Services)

FROM: Carrie C. Roberts, Purchasing Director

On November 12, 2025, the Board of County Commissioners (BCC) authorized the County Administrator to shortlist, negotiate and execute for RSQ-BW-25-075 Pasco County Utilities Continuing Professional Services (PU26-0002). There are a total of 25 agreements, each requiring the Clerk of Court's attestation, for services related to one or more of the following categories:

Category 1 - Water, Wastewater, and Reclaimed Water Treatment & Storage Systems
Category 2 - Water, Wastewater, and Reclaimed Water Conveyance Systems
Category 3 - Water, Wastewater, and Reclaimed Water Planning, Permitting, and Project Management
Category 4 – Utilities Enterprise Performance
Category 5 – SCADA, Electrical and Instrumentation/Controls
Category 6 – Survey
Category 7 - Geotechnical

Please sign two originals of each agreement and distribute them as set forth below.

APPROVED: Carrie C. Roberts
Digitally signed by Carrie C. Roberts
Date: 2026.01.14 12:07:28 -05'00'

Carrie C. Roberts, NIGP-CPP, CPPO, C.P.M.
Purchasing Director

Date: _____

APPROVED:

Michael J. Carballa, P.E., BCEE
County Administrator

Date: 1/21/26

Attachments: Agenda Memo PU26-00002
Agreements for Signature

Distribution: One Original to Board Records
Electronic copy and Original of executed Interoffice Memo and Agreement to:
Brandon White, Purchasing Department – bwhite@pascocountyfl.net

PASCO COUNTY FLORIDA
OPEN SPACES VIBRANT PLACES

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

BCC APPROVED 11/12/25

COMMISSION DISTRICT: All **FILE NO.:** PU26-0002 **DATE:** 11/12/2025

SUBJECT: Authorization to Shortlist and Delegate Negotiation and Execution of Agreements to County Administrator for RSQ-BW-25-075 – Pasco County Utilities Continuing Professional Services – Multiple Firms - No Funding Required

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Carrie Roberts, Purchasing Director

RECOMMENDED BOARD ACTION:

Approve the Evaluation Committee's recommendation to shortlist the proposed firms for Category 1-Water, Wastewater, and Reclaimed Water Treatment & Storage Systems to 15 firms and delegate authority to the County Administrator under Section 2-110(c) of the Pasco County Purchasing Ordinance to negotiate and execute a contract with the top 10 ranked firms. Authorize negotiations with the next ranked firm, (if necessary) in the event an agreement cannot be reached with the top 10 ranked firms in order to secure a total of 10 agreements for RSQ-BW-25-075 for the Pasco County utilities Category 1-Water, Wastewater, and Reclaimed Water Treatment & Storage Systems continuing professional services.

Approve the Evaluation Committee's recommendation to shortlist the proposed firms for Category 2 - Water, Wastewater, and Reclaimed Water Conveyance Systems to 15 firms and delegate authority to the County Administrator under Section 2-110(c) of the Pasco County Purchasing Ordinance to negotiate and execute a contract with the top 12 ranked firms. Authorize negotiations with the next ranked firm, (if necessary) in the event an agreement cannot be reached with the top 12 ranked firms in order to secure a total of 12 agreements for RSQ-BW-25-075 for the Pasco County utilities Category 2 - Water, Wastewater, and Reclaimed Water Conveyance Systems continuing professional services.

Approve the Evaluation Committee's recommendation to shortlist the proposed firms for Category 3 - Water, Wastewater, and Reclaimed Water Planning, Permitting, and Project Management to 15 firms and delegate authority to the County Administrator under Section 2-110(c) of the Pasco County Purchasing Ordinance to negotiate and execute a contract with the top 10 ranked firms. Authorize negotiations with the next ranked firm, (if necessary) in the event an agreement cannot be reached with the top 10 ranked firms in order to secure a total of 10 agreements for RSQ-BW-25-075 for the Pasco County utilities Category 3 - Water, Wastewater, and Reclaimed Water Planning, Permitting, and Project Management.

Approve the Evaluation Committee's recommendation to shortlist the proposed firms for Category 4 – Utilities Enterprise Performance to 7 firms and delegate authority to the County Administrator under Section 2-110(c) of the Pasco County Purchasing Ordinance to negotiate and execute a contract with the top 5 ranked firms. Authorize negotiations with the next ranked firm, (if necessary) in the event an agreement cannot

be reached with the top 5 ranked firms in order to secure a total of 5 agreements for RSQ-BW-25-075 for the Pasco County utilities Category 4 – Utilities Enterprise Performance.

Approve the Evaluation Committee's recommendation to shortlist the proposed firms for Category 5 – SCADA, Electrical and Instrumentation/Controls to 6 firms and delegate authority to the County Administrator under Section 2-110(c) of the Pasco County Purchasing Ordinance to negotiate and execute a contract with the top 4 ranked firms. Authorize negotiations with the next ranked firm, (if necessary) in the event an agreement cannot be reached with the top 4 ranked firms in order to secure a total of 4 agreements for RSQ-BW-25-075 for the Pasco County utilities Category 5 – SCADA, Electrical and Instrumentation/Controls.

Approve the Evaluation Committee's recommendation to shortlist the proposed firms for Category 6 - Survey to 10 firms and delegate authority to the County Administrator under Section 2-110(c) of the Pasco County Purchasing Ordinance to negotiate and execute a contract with the top 8 ranked firms. Authorize negotiations with the next ranked firm, (if necessary) in the event an agreement cannot be reached with the top 8 ranked firms in order to secure a total of 8 agreements for RSQ-BW-25-075 for the Pasco County utilities Category 6 - Survey.

Approve the Evaluation Committee's recommendation to shortlist the proposed firms for Category 7 - Geotechnical to 6 firms and delegate authority to the County Administrator under Section 2-110(c) of the Pasco County Purchasing Ordinance to negotiate and execute a contract with the top 5 ranked firms. Authorize negotiations with the next ranked firm, (if necessary) in the event an agreement cannot be reached with the top 5 ranked firms in order to secure a total of 5 agreements for RSQ-BW-25-075 for the Pasco County utilities Category 7 - Geotechnical.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On May 28, 2025, at the request of the Utilities Department, the Purchasing Department solicited a Request for Statement of Qualifications (RSQ) for Pasco County Utilities Continuing Professional Services. The specifications were prepared by the Utilities Department. All provisions of the Purchasing Ordinance have been met.
On July 15, 2025, all bids were received, and publicly opened, with the names of the responding firms being read. The results are shown on the attached bid tabulation. Four thousand and ninety-two vendors received automatic email notices. Two hundred and forty-one manually searched for and downloaded the solicitation. Thirty-nine response(s) were received; six of which were from Pasco County. A summary of the download history for this solicitation is attached.

A five-member committee evaluated the subject responses. The Evaluation Committee members were Branford Adumuah, Public Infrastructure Assistant County Administrator; Adolfo Gonzalez, Utilities Engineering and Contract Management Director; Atef Hanna, Utilities Engineering Manager; Stewart Shook, Assistant Director Utilities Operation and Maintenance; Timothy Treshler, Senior Program Manager.

On August 22, 2025, at a properly noticed public meeting, the Evaluation Committee discussed and carefully considered the proposers' qualifications and experience as outlined in their proposals. The Evaluation Committee thereafter scored all responsive firms and found that the following firms are equally qualified for the specified professional engineering services listed below:

Category 1 - Water, Wastewater, and Reclaimed Water Treatment & Storage Systems
(Negotiating a total of 10 contracts):

Black & Veatch Corporation
Kimley-Horn and Associates, Inc.
Freese and Nichols, Inc.
Stroud Engineering Consultants, Inc.
Ardurra Group, Inc.
Stantec Consulting Services, Inc.
Arcadis U.S., Inc.
AECOM Technical Services
Mead and Hunt, Inc.
Dewberry Engineers, Inc.
Hazen and Sawyer, P.C.
McKim & Creed, Inc.
Tetra Tech, Inc.
Jacobs Engineering Group, Inc.
Jones Edmunds & Associates, Inc.

Category 2 - Water, Wastewater, and Reclaimed Water Conveyance Systems
(Negotiating a total of 12 contracts):

Black & Veatch Corporation
Stroud Engineering Consultants, Inc.
Kimley-Horn and Associates, Inc.
Jacobs Engineering Group, Inc.
Stantec Consulting Services, Inc.
Freese and Nichols, Inc.
Ayres Associates, Inc.
Hazen and Sawyer, P.C.
McKim & Creed, Inc.
Mead and Hunt, Inc.
Ardurra Group, Inc.
Dewberry Engineers, Inc.
AECOM Technical Services, Inc.
Veith Engineering and Business Solutions, LLC
Arcadis U.S., Inc.

Category 3 - Water, Wastewater, and Reclaimed Water Planning, Permitting, and Project Management
(Negotiating a total of 10 contracts):

Black & Veatch Corporation
Kimley-Horn and Associates, Inc.
Jacobs Engineering Group, Inc.
Stantec Consulting Services, Inc.
Freese and Nichols, Inc.
McKim & Creed, Inc.
Mead and Hunt, Inc.
Hazen and Sawyer, P.C.
Arcadis U.S., Inc.
Veith Engineering and Business Solutions, LLC
Jones Edmunds & Associates, Inc.
Dewberry Engineers, Inc.
Tetra Tech, Inc.
AECOM Technical Services
Florida Design Consultants, Inc.

Category 4 – Utilities Enterprise Performance
(Negotiating a total of 5 contracts):

Black & Veatch Corporation
Kimley-Horn and Associates, Inc.
Stantec Consulting Services, Inc.
Jacobs Engineering Group, Inc.
Veith Engineering and Business Solutions, LLC
Arcadis U.S., Inc.
Tetra Tech, Inc.

Category 5 – SCADA, Electrical and Instrumentation/Controls
(Negotiating a total of 4 contracts):

Black & Veatch Corporation
McKim & Creed, Inc.
Hazen and Sawyer, P.C.
Arcadis U.S., Inc.
Kimley-Horn and Associates, Inc.
Freese and Nichols, Inc.

Category 6 - Survey
(Negotiating a total of 8 contracts):

Colliers Engineering & Design, Inc.
DRMP, Inc.
Florida Design Consultants, Inc.
McKim & Creed, Inc.
CPH Consulting, LLC
Dewberry Engineers, Inc.
V&A Consulting Engineers, Inc.
D.C. Johnson & Associates, Inc.

BGE, Inc.
CivilSurv Design Group, Inc.

Category 7 - Geotechnical
(Negotiating a total of 5 contracts):

Colliers Engineering & Design, Inc.
Professional Service Industries, Inc.
Tierra, Inc.
Tetra Tech, Inc.
Madrid CFTL
Halff Associates, Inc.

Section 2-110(c) of the Pasco County Purchasing Ordinance allows the Board of County Commissioners to delegate authority to the County Administrator to negotiate and execute contracts such as the ones sought to be awarded under RSQ-BW-25-075. It specifically provides the following:

Awards of Consultant Services. The Board of County Commissioners (BCC) may delegate to the County Administrator the authority to negotiate and execute a Consultant Services contract, or contracts if multiple contracts are specified in the Solicitation Package, with the shortlist of Vendors approved by the Board in the order approved on the shortlist. The contract negotiations shall be based on the terms and conditions and scope of work contained in the Solicitation Package and in accordance with F.S. § 287.055. The fees and costs negotiated by the County Administrator shall be prudent and reasonably consistent with fees and costs in similar County Consultant Services contracts negotiated in the last 12 months and shall not exceed the amount set by the Board without further Board action. The County Administrator may designate County staff to conduct the negotiations, but not sign the contract(s), and to present to the County Administrator a negotiated contract. The County Administrator may direct further negotiations by staff, conduct negotiations or may sign the contract(s). The County Administrator shall have final responsibility to ensure that the contract(s) is in compliance with this provision. Each contract, once executed, shall be reported and included in an agenda packet for a Board meeting.

The Utilities Department has discussed with the County Administrator its request that the Board delegate authority to him for negotiation and execution of the subject agreements. The County Administrator affirmed that he concurs with and will accept the delegation, if the BCC approves this request.

Upon BCC approval under Section 2-110(c), the Utilities Department can begin meaningful discussions with the top-ranked firms regarding specific professional design services, in hopes of securing multiple agreements as noted above. If an agreement cannot be reached with the top-ranked firms, the Utilities Department will move to begin meaningful discussions with the next-ranked top firm, and thereafter, until all agreements can be reached. The resulting Agreements will be presented to the County Administrator for review and execution with no funding required, as funding will be requested on a task-order basis. Once negotiated, the executed agreements will be

submitted to the BCC by the Utilities Department in an agenda packet as required by Section 2-110(c), specifically, through a Noted Item. The Agreements will be effective upon execution by the County Administrator and continue for a three-year contract term, with two one-year options to ensure availability, competition, and sufficient coverage for the numerous projects and work anticipated in the coming years.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required at this time. Funding for each task-order will be approved according to the thresholds of the Purchasing Ordinance.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. PU26-0002: RSQ-BW-25-075 Solicitation
2. PU26-0002: 9-15-25 - UPDATED SCORING SUMMARY W-CHANGES - RSQ-BW-25-075
3. PU26-0002: RSQ-BW-25-075 Addendums
4. PU26-0002: Black and Veatch Proposal
5. PU26-0002: Kimley-Horn Proposal
6. PU26-0002: Freese and Nichols Proposal
7. PU26-0002: Stroud Engineering Proposal
8. PU26-0002: Ardurra Proposal
9. PU26-0002: Pasco Proposal Stantec
10. PU26-0002: Arcadis Proposal
11. PU26-0002: AECOM Proposal
12. PU26-0002: MeadHunt Proposal
13. PU26-0002: Dewberry Proposal
14. PU26-0002: Hazen Proposal
15. PU26-0002: McKimCreed Proposal
16. PU26-0002: TetraTech Proposal
17. PU26-0002: Jacobs Proposal
18. PU26-0002: Jones Edmunds - Proposal
19. PU26-0002: Ayres Proposal
20. PU26-0002: Veith Proposal
21. PU26-0002: Florida Design Consultants Proposal
22. PU26-0002: Colliers Proposal
23. PU26-0002: DRMP Proposal
24. PU26-0002: CPH Proposal
25. PU26-0002: VA Proposal
26. PU26-0002: DC Proposal
27. PU26-0002: BGE Inc Proposal
28. PU26-0002: Civilsurv Proposal
29. PU26-0002: PSI Proposal
30. PU26-0002: Tierra Proposal
31. PU26-0002: Madrid Proposal
32. PU26-0002: Halff Proposal

33. PU26-0002: RSQ-BW-25-075 Document Takers List
34. PU26-0002: Division of Corporations - Sunbiz - All Firms

SECTION 1 – DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, interpretation, and meaning of such terms as they appear throughout this Agreement.

1.1 – COUNTY

The term County shall refer to the Board of County Commissioners of Pasco County, a political subdivision of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the County's behalf relative to this Agreement.

1.2 - COUNTY ADMINISTRATOR

The term County Administrator shall refer to the County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them as set forth in this Agreement and pursuant to the Purchasing Ordinance of Pasco County, Florida.

1.3 – CONSULTANT

The term Consultant shall refer to the individual, company, or firm that will offer the Consultant Services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the work, materials, and/or services including work and materials required under the covenants, terms, and provisions contained in this Agreement and any and all Modifications, Task Orders, or Change Orders issued pursuant thereto.

1.4 – CONSULTANT SERVICES

The term Consultant Services or Services shall refer to all the work, materials, and services, and all related professional, technical, and administrative activities which are necessary to be provided and performed by the Consultant, its employees, and any subconsultants that the Consultant may engage to provide, perform, and complete the services required pursuant to the provisions of this Agreement, any Task Order, and as authorized under the Consultants' Competitive Negotiation Act ("CCNA").

This Scope of Services outlined below describes the general task order work and responsibilities the Consultant will be expected to perform a wide range of professional engineering services for the County. The Consultant will perform many tasks, including, but not limited to those set forth in the Statement of Work.

The work will be assigned on a Task Order basis as requested by the County in the County's sole discretion.

the Task Order and this Agreement. In the event that federal or state funding is ascertained, such additional state or federal provisions may be included in a Task Order as necessary. Each Task Order shall be limited to the monetary thresholds set forth in section 287.055, Florida Statutes (the CCNA).

All terms in this Agreement shall be incorporated by reference in each executed Task Order, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of this Agreement will control over the conflicting provisions of any Task Order. Each fully executed Task Order shall become a supplement to and a part of this Agreement.

1.9 – CHANGE ORDER

The term Change Order shall refer to a written document executed by both the COUNTY and the Consultant setting forth and authorizing changes to the agreed-upon scope of Consultant Services, compensation, method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the Task Order(s), or previous Change Order(s) issued thereto. The Change Order document shall set forth authorized changes to the scope of Consultant Services, tasks, work, or materials to be performed or provided by the Consultant and/or its Subconsultants as well as the compensation and method of payment, the schedule or time period for performance and completion, and the guidelines, criteria, and requirements pertaining thereto. Any changed compensation to the Consultant as a result of the Change Order shall be understood and agreed to be the total of all costs associated with said Change Order.

The time of performance for rendering Consultant Services pursuant to any Change Order shall commence to run from the date specified in the Notice to Proceed issued for said Change Order. The County specifically reserves the right to establish milestones for completion of the work required under the Change Order and/or to tie deliverables to any payment provided for under that Change Order.

All terms in this Agreement shall be incorporated by reference in each executed Change Order, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of this Agreement will control over the conflicting provisions of any Change Order. Each fully executed Change Order shall become a supplement to and a part of this Agreement.

1.10 – COUNTY PROJECT MANAGER

The term County Project Manager shall refer to that person employed by the County designated to serve and act on the County's behalf to provide direct contact and communication between the County and the Consultant throughout the effective period of this Agreement or, at the County's direction, for the duration of a particular Task Order and/or Change Order. The County Project Manager is not authorized to, and shall not, issue any verbal request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way: (1) the scope of Consultant Services to be performed by the Consultant; (2) the time the Consultant is

PASCO COUNTY PROFESSIONAL SERVICES AGREEMENT

THIS **PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as "Agreement") by and between Pasco County, Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "County"), and Freese and Nichols, Inc., a Texas foreign-profit corporation, licensed in the State of Florida, whose address is 1000 North Ashley Drive, Suite 200, Tampa, FL, 33602 (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, the County issued a Request for Statements of Qualifications (**RSQ-BW-25-075**), together with any addenda ("RSQ") for **PASCO COUNTY UTILITIES CONTINUING PROFESSIONAL SERVICES,** to secure an experienced Consultant to render professional engineering services; and

WHEREAS, the Consultant submitted a response to the RSQ which was deemed by the County as responsive and responsible; and

WHEREAS, the Consultant desires to render certain Water, Wastewater, and Reclaimed Water Treatment & Storage Systems, Reclaimed Water Conveyance Systems, Reclaimed Water Planning, Permitting, and Project Management and related services (Categories 1, 2, & 3) as defined in the Agreement and as more fully described in specific Task Orders that will be separately executed under this Agreement, and the Consultant hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the selection and engagement of the Consultant has been made by the County based on the Consultant's response to the RSQ and the County's solicitation process, and in accordance with the provisions of the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, the Consultant hereby certifies that it has been granted and possesses a valid, current license to do business in the State of Florida and in Pasco County, Florida, issued by those state boards and/or governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the Consultant has been informed of and has reviewed the professional services required to be performed pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with the provisions, conditions, and terms hereinafter set forth in this Agreement and any executed Task Orders and Change Orders; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties, as indicated by their respective execution of this Agreement, agree that a Contract shall exist between the County and the Consultant specifically consisting of:

SECTION 1 – DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, interpretation, and meaning of such terms as they appear throughout this Agreement.

1.1 – COUNTY

The term County shall refer to the Board of County Commissioners of Pasco County, a political subdivision of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the County's behalf relative to this Agreement.

1.2 - COUNTY ADMINISTRATOR

The term County Administrator shall refer to the County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them as set forth in this Agreement and pursuant to the Purchasing Ordinance of Pasco County, Florida.

1.3 – CONSULTANT

The term Consultant shall refer to the individual, company, or firm that will offer the Consultant Services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the work, materials, and/or services including work and materials required under the covenants, terms, and provisions contained in this Agreement and any and all Modifications, Task Orders, or Change Orders issued pursuant thereto.

1.4 – CONSULTANT SERVICES

The term Consultant Services or Services shall refer to all the work, materials, and services, and all related professional, technical, and administrative activities which are necessary to be provided and performed by the Consultant, its employees, and any subconsultants that the Consultant may engage to provide, perform, and complete the services required pursuant to the provisions of this Agreement, any Task Order, and as authorized under the Consultants' Competitive Negotiation Act ("CCNA").

This Scope of Services outlined below describes the general task order work and responsibilities the Consultant will be expected to perform a wide range of professional engineering services for the County. The Consultant will perform many tasks, including, but not limited to those set forth in the Statement of Work.

The work will be assigned on a Task Order basis as requested by the County in the County's sole discretion.

1.5 – SUBCONSULTANT

The term Subconsultant shall refer to any individual, company, or firm offering Consultant Services that is engaged by the Consultant to assist the Consultant in providing and performing the Consultant Services for which the Consultant is contractually obligated, responsible, and liable to provide and perform pursuant to the provisions of this Agreement. The use of any Subconsultant(s) must be approved in writing by the County Administrator or his designee before such Subconsultant(s) may be retained by the Consultant.

The County shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement or contract entered into between the Consultant and any Subconsultant.

1.6 – ADDITIONAL SERVICES

The term Additional Services shall refer to such Consultant Services the County may request or authorize the Consultant to provide or perform relative to this Agreement which are not included in the Agreement or Task Order. Additional Services shall be authorized by the execution of a Modification to this Agreement executed by both parties, a new Task Order, or a Change Order. Additional Services shall constitute a continuation of the Consultant Services under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement.

1.7 – MODIFICATION

The term Modification shall refer to a written document executed by both the County and the Consultant setting forth and authorizing Consultant Services or tasks which were not set forth in and are supplemental to this Agreement.

The amount of the change in contract compensation and time set forth in any Modification(s) executed and issued under this Agreement shall be understood and agreed by both the County and the Consultant to be fair, equitable, and adequate, and to represent the total of all costs associated with said Modification.

1.8 – TASK ORDER

The term Task Order shall refer to a written document executed by both parties to this Agreement, for which an individual Notice to Proceed may be issued that delineates a fixed number of days for completion of the specified Consultant Services, tasks, or scope of work set forth in the Task Order.

Through a properly executed Task Order and Notice to Proceed, the County provides authorization and notification to the Consultant to proceed to provide or perform certain Consultant Services, tasks, or work pursuant to the scope of Consultant's Services set forth in

the Task Order and this Agreement. In the event that federal or state funding is ascertained, such additional state or federal provisions may be included in a Task Order as necessary. Each Task Order shall be limited to the monetary thresholds set forth in section 287.055, Florida Statutes (the CCNA).

All terms in this Agreement shall be incorporated by reference in each executed Task Order, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of this Agreement will control over the conflicting provisions of any Task Order. Each fully executed Task Order shall become a supplement to and a part of this Agreement.

1.9 – CHANGE ORDER

The term Change Order shall refer to a written document executed by both the COUNTY and the Consultant setting forth and authorizing changes to the agreed-upon scope of Consultant Services, compensation, method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the Task Order(s), or previous Change Order(s) issued thereto. The Change Order document shall set forth authorized changes to the scope of Consultant Services, tasks, work, or materials to be performed or provided by the Consultant and/or its Subconsultants as well as the compensation and method of payment, the schedule or time period for performance and completion, and the guidelines, criteria, and requirements pertaining thereto. Any changed compensation to the Consultant as a result of the Change Order shall be understood and agreed to be the total of all costs associated with said Change Order.

The time of performance for rendering Consultant Services pursuant to any Change Order shall commence to run from the date specified in the Notice to Proceed issued for said Change Order. The County specifically reserves the right to establish milestones for completion of the work required under the Change Order and/or to tie deliverables to any payment provided for under that Change Order.

All terms in this Agreement shall be incorporated by reference in each executed Change Order, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of this Agreement will control over the conflicting provisions of any Change Order. Each fully executed Change Order shall become a supplement to and a part of this Agreement.

1.10 – COUNTY PROJECT MANAGER

The term County Project Manager shall refer to that person employed by the County designated to serve and act on the County's behalf to provide direct contact and communication between the County and the Consultant throughout the effective period of this Agreement or, at the County's direction, for the duration of a particular Task Order and/or Change Order. The County Project Manager is not authorized to, and shall not, issue any verbal request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way: (1) the scope of Consultant Services to be performed by the Consultant; (2) the time the Consultant is

obligated to commence and complete all such services; and/or (3) the amount of compensation the County is obligated to pay the Consultant. The County Project Manager shall review and make appropriate recommendations on requests submitted by the Consultant for payment for services and work provided and performed pursuant to this Agreement and any Task Order(s) or Change Order(s) issued thereof.

1.11 – CONSULTANT'S STANDARD HOURLY RATES

The Consultant's standard hourly rates for professional services rendered pursuant to this Agreement are those attached hereto as Exhibit "A," entitled "Standard Hourly Rates", which Exhibit "A" is specifically made part of this Agreement. The Standard Hourly Rates shall be considered the maximum rates for specific job and/or work classifications and shall cover all the Consultant's costs, including direct salaries, overhead, operating margin, and Reimbursable Expenses as delineated in Section 5 below. If the Consultant charges less than those maximum rates included in Exhibit "A," those charges will be considered acceptable to the County.

Within sixty (60) calendar days after the first anniversary of the effective date of this Agreement, and each one (1) year anniversary thereafter, the Consultant may request in writing to the County an adjustment to those rates delineated in Exhibit "A". The County shall approve the rate adjustment or reject the rate adjustment until documentation substantiating the rate adjustment is provided by the Consultant and deemed acceptable to the County.

If the Consultant's Exhibit "A" covers multiple years, any request for a rate adjustment cannot exceed the multiple year rates included in the Consultant's Exhibit "A."

If the rate adjustment is found acceptable, it shall only be effective for Task Orders (not Change Orders) executed after the rate adjustment has been approved by the Board of County Commissioners. Therefore, any Change Orders executed after the approved rate adjustment shall continue to utilize the rates effective at the time of their originating Task Orders.

1.12 – NOTICE TO PROCEED

The term Notice to Proceed shall refer to a written document, executed by the County Administrator or his designee and issued to the Consultant, that shall notify the Consultant to commence work or to provide Consultant Services pursuant to a properly executed Task Order or Change Order. The time for performance of Consultant Services or work required pursuant to any properly executed Task Order or Change Order shall commence to run from the date specified in the Notice to Proceed.

SECTION 2 – TERM

Except as otherwise specified herein, this Agreement shall remain in full force and effect for a period of **three years, with two one-year options to renew,** from the effective date of this Agreement ("Effective Period"), unless terminated earlier as otherwise provided in this Agreement. The effective date for this Agreement shall be defined as the day and year that this

Agreement is executed by the County.

Where applicable, in the event that a properly executed Task Order initiated within the term of the Agreement or Change Order to such Task Order requires or expressly permits work to be performed by the Consultant after termination of the Agreement, such Task Order or Change Order shall automatically extend the Effective Period of the Agreement to coincide with the completion date delineated in said Task Order or Change Order. No new Task Orders may be issued, however, during this extension period.

SECTION 3 – CONSULTANT'S RESPONSIBILITIES

The obligations of the Consultant with respect to all Consultant Services authorized pursuant to this Agreement and any Task Order(s) and/or Change Order(s) issued thereof shall include, but not be limited to, the following:

3.1 – LICENSES

The Consultant agrees to maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Pasco County, Florida, including, but not limited to, licenses required by the respective regulatory boards and/or other governmental agencies responsible for regulating and licensing the Consultant Services provided and performed by the Consultant pursuant to this Agreement.

3.2 – PERSONNEL

(1) QUALIFIED PERSONNEL
The Consultant agrees that when services to be provided and performed pursuant to this Agreement relate to Consultant Services which, under the Florida Statutes, require a license, certificate of authorization, or other form of legal entitlement to practice such service, the Consultant will employ and/or retain only qualified personnel to be in responsible charge of all such services.

(2) CONSULTANT'S PROJECT DIRECTOR
The Consultant agrees to employ and designate in writing a qualified, and if required by law, a licensed professional, to serve as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating, and administering all aspects of the services to be provided and performed under this Agreement and any Task Order(s) and/or Change Order(s) issued thereof. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements, acceptable to the County, have been furnished to the County in writing.

(3) REMOVAL OF PERSONNEL FROM WORK ON THE PROJECT
The Consultant agrees, within seven (7) calendar days of receipt of a written request

from the County, to promptly remove and replace the Consultant's Project Director, or any other personnel employed or retained by the Consultant, or personnel of any Subconsultant(s) engaged by the Consultant pursuant to this Agreement. The County may make such request for the removal of personnel with or without cause.

SECTION 4 – COUNTY'S RESPONSIBILITIES

Except as otherwise provided herein, the County's responsibilities are as follows:

4.1 – DESIGNATION OF AUTHORITY

The County hereby designates the County Administrator, or his designee, to act on the County's behalf with respect to the Scope of Services of this Agreement and any Task Orders or Change Orders issued thereunder, where applicable. The County Administrator, or his designee, shall have complete authority to transmit instructions, receive information, interpret, and define County's policies and decisions with respect to materials, elements, and systems pertinent to Consultant's services.

4.2 – DESIGNATION OF COUNTY PROJECT MANAGER

The County agrees, after execution of this Agreement, to properly advise the Consultant, in writing, of the person designated to serve and act as the County Project Manager pursuant to the provisions of Section 1.10 of this Agreement.

4.3 – INFORMATION PROVIDED BY THE COUNTY

The County shall provide, within a reasonable time from request of the Consultant, existing data, plans, reports, and other information in the County's possession or under the County's control which are necessary for the performance of the duties of Consultant in the Scope of Services, and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria, and other requirements that exist at the time of signing of this Agreement or which may develop during the performance of this Agreement.

The County shall make available to the Consultant all information and data relative to the Consultant Services to be provided pursuant to this Agreement in the County's possession, including the County's objectives and constraints, previous studies, surveys, aerial photographs, maps, environmental reports, photographs, analytical data, and any other relevant information requested by the Consultant in writing.

4.4 – ACCESS TO COUNTY PROPERTY

The County agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access to County property, facilities, buildings, and structures to enable the Consultant to provide and perform any required Consultant Services and work pursuant to this

Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with County operations, or the operations carried on by others under a lease, or other contractual arrangements with the County, or in such a manner to adversely affect the public health, safety, or welfare.

SECTION 5 – COMPENSATION AND METHOD OF PAYMENT

The County shall pay the Consultant for all authorized Consultant Services rendered hereunder by the Consultant and any Subconsultant(s) and completed in accordance with the requirements, provisions, and/or terms of this Agreement, Task Order(s), Modification(s), and/or Change Order(s) and in accordance with the provisions delineated below. The Consultant acknowledges that Consultant Services will be requested on an as-needed basis and agrees that it will not be entitled to make any claim for damages or loss of profits due to the amount of work assigned during the term of the Agreement.

5.1 – PAYMENT METHODS

The fee paid to the Consultant shall be based on one of the following methods or any combination thereof as determined by the County in its sole discretion:

(1) LUMP-SUM PAYMENT METHOD
The County may pay a negotiated fixed-price amount for an executed Task Order as a Lump Sum. The Lump-Sum compensation amount will be estimated based on the Standard Hourly Rates cost for work performed on an estimated Task Order in accordance with the rates established in Exhibit "A," which rates shall include all the Consultant's costs, Overhead, Operating Margin, Reimbursable Expenses, and charges. A negotiated Lump-Sum compensation amount shall be delineated in the executed Task Order. The Lump-Sum Compensation Method shall anticipate that all costs for the Consultant Services required are known and that no modifications to the established Lump-Sum amount will be necessary. The County may also elect to apply the Lump-Sum Compensation Method on a line-item basis for a particular service or activity as defined within an individual Task Order, Change Order, or Modification to the Agreement. If the Lump-Sum Compensation Method is used, no additional documentation regarding costs for work will be required to be attached to the Consultant's invoices for Lump-Sum payment for the Task Order or Change Order or for a specific line item or items within a Task Order or Change Order.

(2) NOT TO EXCEED PAYMENT METHOD
The County will pay the Standard Hourly Rates for work provided or services performed on an executed Task Order in accordance with the rates delineated in Exhibit "A," subject to a Not-to-Exceed Amount, which shall be delineated in said Task Order. In no event shall the established Not-to-Exceed method be increased except through the issuance of a new Task Order or Change Order approved by the County. The County may also elect to apply the Not-to-Exceed method on a line- item basis for a particular service or activity defined within an individual Task Order or Additional Service defined

within a Change Order. If the Not-to-Exceed Method is used, additional documentation is required by the County (e.g., payroll sheets) regarding costs of work is required to be attached to the Consultant's invoices for Not-to-Exceed payment of a Task Order or Change Order or specific line item within a Task Order or Change Order.

(3) REIMBURSABLE EXPENSES

The County shall pay the Consultant for Reimbursable Expenses in accordance with the provisions of this Section. The term Reimbursable Expenses shall mean the Consultant's and/or the Subconsultant(s)'s out-of-pocket costs for items directly charged to any Task Order initiated pursuant to this Agreement including, but not limited to, charges for printing services and copying (both in-house or subcontracted), fees, and per diem and travel expenses of the Consultant's employees not to exceed the statutory limits delineated in Chapter 112.061, Florida Statutes.

The County shall only compensate the Consultant for Reimbursable Expenses which are directly charged to tasks performed pursuant to this Agreement, and/or any executed Task Order or Change Order, which are not included in the Consultant's Overhead Rate, and which are consistently charged to all clients. The County, in its sole discretion, may require the Consultant to verify and/or provide supporting documentation which demonstrates that Reimbursable Expenses for which compensation has been sought have been generated or originated from or by a task performed pursuant to this Agreement. If the Consultant seeks compensation for CADD, PC'S or Facilities Capital Cost of Money (FCCM) as a Reimbursable Expense, the cost basis for the unit rates used for such items must be fully supported by appropriate documentation. All Reimbursable Expenses shall be charged at the actual cost to the Consultant.

(4) ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided or performed under a Task Order issued pursuant to this Agreement, or pursuant to any other method utilized by the parties for determining the original costs of work or services to be provided or performed by the Consultant, must be approved in writing by the Board of County Commissioners at a regularly scheduled meeting of said Board of County Commissioners. If such additional costs are not authorized by the Board of County Commissioners in writing, no payment, reimbursement, or compensation for such additional costs shall be tendered by the County to the Consultant.

(5) SUBCONSULTANT CHARGES

The professional services of any Subconsultant(s), whose expertise is required within the scope of the Consultant's work under this Agreement, will be paid in accordance with the fees identified in the individual Task Order(s) or Change Order(s) for such services.

The use of any Subconsultant(s) referenced in the above paragraph must be approved in writing by the County Administrator or his designee before such Subconsultant(s) may be retained by the Consultant.

5.2 – TERMS OF PAYMENT

(1) MONTHLY INVOICES

The Consultant shall submit one invoice statement to the County no later than 45 days from the last date of the month in which the services were rendered. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, Task Order(s), or Change Order(s) issued hereunder. The Consultant's invoice statements shall contain amount of work and description of services(s) provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. If the Consultant has been issued more than one Task Order or Change Order pursuant to this Agreement, the Consultant shall submit separate invoices to the County for the specific services performed for each specific Task Order or Change Order. Failure to submit a timely invoice in accordance with this paragraph may result in a reduction of payment in the amount of 1.5% per day of the amount invoiced by the Consultant, beginning on the first day after the invoice is due to the County.

Payment for services rendered during any billing period by the Consultant shall be due and payable by the County in accordance with the provisions of Chapter 218, Part VII, Florida Statutes (the Local Government Prompt Payment Act). In the event that federal aid is a source of funds for payment, then 49 CFR § 26.29 will also be applicable.

(2) PAYMENT FOR SERVICES PERFORMED

The County shall pay the Consultant on the basis of services completed for tasks set forth in any Task Orders and any Change Orders agreed upon by the Consultant and the County. Payments shall be made for the Consultant's work-in progress or completed service items based on the agreed method of compensation as outlined in the Task Order or Change Order.

When the Lump-Sum Payment Method is used for a particular service or activity within the Task Order or a Change Order, the County shall pay the Consultant for services performed for tasks set forth in the Task Order or Change Order on the basis of the invoice statement covering the Consultant's work-in-progress expressed as a percentage of the total cost of the work and/or services required for each task involved. All such work-in-progress percentages are subject to review and approval by the County Project Manager. The decision of the County shall be final as to work-in-progress percentages to be paid. Payment by the County for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the County of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying, or otherwise completing the work and services required for each task before receiving final full payment, whether or not previous work-in-progress payments have been made by the County.

(3) PAYMENT SCHEDULE

The County shall issue payment to the Consultant as invoices are provided from the Consultant, which invoices must be in acceptable form and must contain the requested detailed description of charges. Should the County object or take exception to the amount of the Consultant's invoice statement, the County shall notify the Consultant of such objection or exception within twenty (20) business days from date of payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said twenty (20) business-day period, the County, as represented by the County Project Manager, shall have the authority to withhold the disputed amount and make payment to the Consultant of any amount not in dispute. Payment of any disputed amount, or adjustment thereto resolved by mutual agreement of the parties, will be paid in accordance with the Local Government Prompt Payment Act.

SECTION 6 – TASK ORDERS

The work and/or services to be provided and performed under this Agreement are Task Order driven. If and when the County requires the professional services of the Consultant, individual Task Orders or Orders will be approved by the County, by the County Administrator, or by the Purchasing Director, when applicable. For purposes of this Agreement, the Purchasing Director and County Administrator are specifically delegated authority by the County to issue and approve Task Order(s) for Consultant Services up to the allowable amount provided in the County's Purchasing Ordinance. The completion date for an individual Task Order will be specified in the Notice to Proceed. The completion date for an individual Task Order may be extended, in writing, by the County at a regularly scheduled meeting of the Board of County Commissioners or by the County Administrator, as provided herein.

For each Task required for a specific project, the County Project Manager shall provide the Consultant a detailed description of the services to be performed, the method of payment to be utilized in accordance with this Agreement, and the time and cost limitations for such task, if appropriate. The Consultant shall respond in writing, no more than 21 days from the date such detailed description is provided by the County Project Manager, by describing the proposed scope of work, staffing, schedule, total compensation, and the number and type of deliverables that are required to complete the described services. If the response from the Consultant is acceptable, the County may issue a Task Order to the Consultant containing the agreed-upon scope of work, staffing, schedule, time of performance, total compensation, method of payment, and deliverables.

Each Task Order shall be numbered consecutively and shall reference this Agreement. In the event of any conflict, the provisions of this Agreement will control over conflicting provisions of any Task Order. Each Task Order, after execution by the Board of County Commissioners, the County Administrator, or the Purchasing Director, shall become a supplement to and a part of this Agreement.

SECTION 7 – TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance, provision, and completion of the required Consultant Services,

work, and materials is vitally important to the interests of the County. Time is of the essence for all the duties and obligations contained in this Agreement. The County may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain, and/or assign an adequate number of qualified personnel throughout the period this Agreement is in effect so that all Consultant Services will be provided and performed in a timely and diligent manner. If the Consultant fails to commence, provide, perform, and/or complete any service required under this Agreement in a timely and diligent manner as determined by the County, or within a specified time period delineated in executed Modification(s), Task Order(s), or Change Order(s), the County may consider such failure as a material breach of this Agreement. In such an event, the County, in its sole discretion, may terminate the Agreement.

The Consultant, at all times that this Agreement is in effect, shall ensure that sufficient time remains in the project schedule within which to complete the services required and authorized by any given Task Order(s). In the event there are delays which would modify or extend a scheduled Task Order completion date, the Consultant shall, within seven (7) calendar days of discovery of such delay, submit a written request to the County seeking a time extension to complete a delayed project, which request shall specifically identify the reason(s) for the delay and the amount of time related thereto.

In the event the specified time of performance for a given Task Order or Change Order expires and the Consultant has not requested a time extension, or if the County has denied a request for a time extension in writing, partial progress payments will be stopped on the date time expires.

SECTION 8 – STANDARDS OF PROFESSIONAL SERVICE

The work and services to be provided and/or performed by the Consultant shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards, or other guidelines issued by any governmental agency having jurisdiction over all or a portion of any work performed under this Agreement in effect at the time of the performance of the Consultant Services. All final documents, reports, studies, or other data prepared by the Consultant shall bear a professional's seal/signature in accordance with the applicable Florida Statutes and/or any applicable Administrative Rules promulgated by the Florida Department of Business and Professional Regulation (where applicable).

SECTION 9 – CONSULTANT'S QUALITY CONTROL

9.1 – RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion in accordance with the mutually agreed upon schedule, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans,

drawings, construction documents, photographs, reports, memoranda, and other services, work, and materials performed, provided, and/or furnished by the Consultant, or any Subconsultant(s) utilized by the Consultant, pursuant to this Agreement.

Upon written notice from the County, the Consultant shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, calculations, estimates, plans, work, and materials resulting from the negligent act, errors or omissions, or intentional misconduct of the Consultant.

If the Consultant does not correct the defective work within the time specified in the County's written notice, the County may have the deficiency corrected. All direct or indirect costs of such correction shall be paid by the Consultant or deducted from payment due to the Consultant.

If any work or submittal prepared by the Consultant contains an error, omission, deficiency, or mistake and the Consultant fails to correct such error, omission, deficiency, or mistake within the time period established for completion in the notice to correct or the Task Order(s) requiring such work or submittal, the County, in its discretion, may terminate this Agreement.

9.2 – COUNTY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, or acceptance by the County of data, studies, calculations, estimates, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Consultant shall in any way relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its services, work and/or materials, or the services, work and materials. Neither the County's review, approval, or acceptance of, nor payment for, any of the Consultant's work, services, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action the County may have arising out of the performance of this Agreement.

The Consultant agrees and recognizes that the County shall not be held liable or responsible for any claims which may result from any action or omission of the Consultant in which the County participates either through review of or concurrence with the Consultant's actions. In reviewing, approving, or rejecting any submissions or other work prepared by the Consultant, the County in no way assumes or shares any of the responsibility or liability of the Consultant under this Agreement.

SECTION 10 – REPORTS AND REVIEWS

10.1 The County may, at any time, require the Consultant to report in writing in a format approved by the County on the status and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, the County may require the Consultant to provide an estimate of the overall percentage of completion.

10.2 The County will monitor the Consultant's work product for compliance with project

standards and criteria and may make comments and recommendations to the Consultant regarding the work. However, any such monitoring or comments and recommendations by the County, or absence thereof, shall not relieve the Consultant of any of its obligations under this Agreement. The Consultant retains sole authority and responsibility for the adequacy and accuracy of its Consultant Services in accordance with generally accepted practices.

SECTION 11 – WORK WITHIN COUNTY PROPERTY / CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT OR ITS SUBCONSULTANTS

11.1 As applicable, the Consultant, any Subconsultant retained by Consultant, or any other person, firm, corporation, or other entity that contracts with or provides goods or services to the Consultant in connection with the work required to be performed pursuant to this Agreement shall perform all work within only the County-owned right-of-way(s) and/or any County easement(s), or as permitted by this solicitation or by law.

11.2 The Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the County, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant and/or its Subconsultant(s). The County reserves the right, should the Consultant fail to make such repairs and/or replacements within a reasonable period of time, to cause such repairs and/or replacements to be made. All costs and expenses associated with having such repairs and/or replacements performed shall be paid for by the Consultant directly or via reimbursement to the County from the Consultant.

SECTION 12 – DOCUMENTS

The documents comprising this Agreement between the County and the Consultant consist of the following:

1. This Professional Services Agreement and its Exhibits.
2. Any written amendments, modifications, or addenda to this Agreement.
3. Any Task Orders and Change Orders issued pursuant to this Agreement and executed by the County and the Consultant.
4. Request for Statements of Qualifications – **RSQ-BW-25-075**, including any written addenda. The Statement of Work attached to the RSQ is replaced with the Statement of Work attached hereto as Exhibit C.
5. The Consultant's proposal and attachments submitted in response to **RSQ-BW-25-075.**

SECTION 13 – COMPLIANCE AND AGREEMENT WITH LAWS AND REGULATIONS

13.1 The Consultant shall observe and comply with all applicable federal and state laws, County and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project and all work performed pursuant to this Agreement, including but not limited to the federal and state provisions specifically provided for in the solicitation. All applicable federal, state, and local laws and ordinances are deemed to be included in this Agreement the same as

though herein written out in full.

13.2 The Consultant shall give all notice and comply with all laws, ordinances, rules, and regulations applicable to the Consultant Services. If the Consultant observes that any of the Contract Documents or executed Task Order or Change Order are contradictory to such laws, rules, and regulations, the Consultant will notify the County Project Manager promptly in writing. An appropriate Change Order or Modification shall then be used to institute any necessary changes. If the Consultant performs any work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations and without such notice to the County Project Manager, the Consultant shall bear all related costs.

SECTION 14 – PROHIBITION AGAINST CONTINGENCY FEES

In accordance with the provisions of section 287.055 of the Florida Statutes, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15 – TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

The Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price, and any additions thereto, shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to section 287.133, Florida Statutes, verifying its eligibility for award of an Agreement. The County may exercise its rights under this "certification" within one (1) year following final payment.

Pursuant to subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant agrees to include this provision in all

contracts it issues as a result of this Agreement.

SECTION 16 – DISCRIMINATORY VENDOR LIST

The County adheres to subsection 287.134(2)(a), Florida Statutes. The County will not transact business with entities or affiliates placed on the discriminatory vendor list maintained by the Florida Department of Management Services. By signing this Agreement or accepting any Task Order, the Consultant certifies that it is not placed on the discriminatory vendor list. The County may terminate this Agreement if this Consultant certification is found to be false. The Consultant agrees to include this provision in all contracts issued as a result of this Agreement.

SECTION 17 – SCRUTINIZED COMPANIES

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Fla. Stat., or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to section 215.473, Fla. Stat.; or

2. Is engaged in business operations in Cuba or Syria.

By signing this Agreement and/or accepting any Task Order, the Consultant certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The Consultant agrees to notify the County if placement on any of the aforementioned lists occurs or if the Consultant is engaged in a boycott of Israel or has business operations in Cuba or Syria.

The COUNTY may terminate this Agreement if the County finds that: the Consultant certification above is/are found to be false; the Consultant has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; the Consultant has been placed on the Scrutinized Companies with Activities in Terrorism Sectors List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; or the Consultant has been or is engaged in business operations in Cuba or Syria. In addition to possible termination of this Agreement based on the above grounds, the COUNTY will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

SECTION 18 – COMPLIANCE WITH PUBLIC RECORDS ACT

The Consultant shall allow public access to documents and materials made or received pursuant to this Agreement by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. To the extent required by section 119.0701, Florida Statutes, the Consultant shall (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Consultant, all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 847-8147, PRR@MYPASCO.NET, OR 7536 STATE STREET, NEW PORT RICHEY, FL 34654.

Under Florida law, a consultant who fails to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

SECTION 19 – RETENTION OF DOCUMENTS

Upon payment of any compensation due for completed and accepted work, all documents prepared or obtained under this Agreement will be considered the property of the County without restriction or limitation on their use and shall be made available upon request to the County at any time.

19.1 Said records and documentation shall be retained by the Consultant and made available to the County for a minimum of five (5) years from the date of completion of the work. The County shall have the right to audit, inspect, and copy all such records and documentation as often as the County deems necessary during the term of this Agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the Consultant shall retain records and supporting documentation until further notified.

19.2 For those projects funded by State funds, the Consultant agrees to cooperate with any audit(s) requested by the State Auditor General's Office or, in the instance of federal funding, by the funding agency.

SECTION 20 – CONFLICTS OF INTEREST

The Consultant represents that it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of the services required by this Agreement, and which interest has not been disclosed to the County in writing. The Consultant expressly agrees that, throughout the Effective Period, it shall not acquire an interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, or which would conflict with any interest of the County. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance. In addition, the Consultant shall require all Subconsultants to comply with the provisions of this Section.

If the Consultant is about to engage in representing another client, whom it in good faith believes could result in a conflict of interest with the work being performed by the Consultant pursuant to this Agreement, then the Consultant shall promptly bring such potential conflict of interest to the County's attention, in writing. The County will advise the Consultant within twenty (20) calendar days, in writing, if such conflict of interest exists. If the County determines that a conflict of interest exists, the Consultant and/or any Subconsultant shall decline the representation upon the County's written notice. If the County determines that there is no such conflict of interest, then the County shall give its written consent to such representation.

In the event the Consultant fails to advise or notify the County, as provided hereinabove, of representation which could, or does, result in a conflict of interest, or should the Consultant fail to decline such representation upon the County's written notice, the County may, in its sole discretion, terminate this Agreement in accordance with the provisions of Section 23 below.

SECTION 21 – INSURANCE

The Consultant shall not commence any work pursuant to this Agreement until satisfactory proof of all insurance required hereunder has been provided to and approved by the County. It shall be the responsibility of the Consultant to ensure that all Subconsultant(s) performing services pursuant to this Agreement comply with the insurance requirements of this provision. The Consultant shall furnish to the County certificate(s) of insurance in the form required by County and, if requested by the County, the Consultant shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) calendar days' prior written notice to the County, as provided below. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) calendar days' prior written notice by certified mail (return receipt requested) has been given to the County to the attention of the Pasco County Risk Manager, Internal Services Building, 7536 State Street, Suite 111, New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of this Agreement, a renewal certificate shall be issued within thirty (30) calendar days prior to said expiration. Compliance with the foregoing requirements shall not relieve the Consultant of any liability and/or other obligations pursuant to this Agreement. Neither approval by the County, nor a failure to disapprove insurance certificates or policies furnished by the Consultant, shall release the Consultant from full responsibility of all liability or its obligations under this Agreement.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the County. All policies of insurance required by this Agreement shall be primary insurance with respect to the County, its officials, agents, or employees. Any insurance or self-insurance maintained by the County or its officials, agents, or employees, shall be in excess of the Consultant's insurance and shall not contribute with it. All policies of insurance required by this Agreement, except Workers' Compensation and Errors and Omissions Liability, shall specifically provide that Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy and shall contain a provision for

severability of interests. The County shall also be listed as a certificate holder. All insurance policies required herein shall apply to all operations, activities, or use by the Consultant or anyone employed by, contracting with, or acting at the Consultant's direction or supervision. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the County.

Any deductibles or self-insured retentions must be declared and approved by the County and are the responsibility of the Consultant. The minimum kinds and limits of coverage to be carried by the Consultant throughout the term of this Agreement shall be as follows:

21.1 – WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Consultant and all Subconsultants shall take out and maintain, during the life of this Agreement, Worker's Compensation Insurance for all employees working on this Agreement. Coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of $100,000.00 each accident. The insurer shall agree to waive all rights of subrogation against the County, its officials, agents, and employees. In case any employee is engaged in any hazardous work pursuant to this Agreement and is not protected under the Workers' Compensation statute, the Consultant and any Subconsultant(s) shall provide for adequate insurance coverage to protect these employees, as required under Florida law.

21.2 – COMPREHENSIVE GENERAL LIABILITY INSURANCE

The Comprehensive General Liability Insurance shall include premises and/or operations, products and/or competed operations, broad form of property damage, XCU coverage, independent contractors, and contractual liability, and shall be written on an "occurrence basis."

Bodily injury and personal injury, including death:

- $1,000,000.00 each person
- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

21.3 – COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Comprehensive Automobile Liability Insurance shall include owned vehicles, hired, and non-owned vehicles, and employees' non ownership.

Bodily injury and personal injury, including death:

- $1,000,000.00 each person

- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

21.4 – PROFESSIONAL LIABILITY INSURANCE

The Consultant shall maintain during the term of this Agreement standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence/$1,000,000.00 aggregate. The County may require a higher limit, as mutually agreed to with the Consultant, for specific Task Orders or Change Orders.

SPECIAL INSTRUCTIONS: Occurrence form Professional Liability Insurance is highly preferred. However, in the event the Consultant is only able to secure claims-made Professional Liability Insurance, special conditions apply. All certificates of insurance must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, the Consultant shall be obligated by virtue of this Agreement to maintain insurance coverage in effect with no less than limits of liability nor any more restrictive terms and conditions for a period of seven (7) years from the date of this Agreement. All Certificates of Insurance must clearly indicate whether the coverage is on a claim made or an occurrence basis.

SECTION 22 – SUSPENSION OF WORK

In addition to the County's contractual right to terminate this Agreement in its entirety as set forth above, the County may, at its convenience, stop, suspend, supplement, or otherwise change all, or any part of, the Consultant Services set forth herein. The County shall provide written notice to the Consultant to implement a stoppage, suspension, supplement, or change. If any engineering, professional, or consulting services covered by this Agreement to be carried out by the Consultant shall be suspended, abated, or terminated at the direction of the County for reasons unrelated to the quality of work provided by the Consultant, the County shall pay the Consultant for such services actually rendered prior to the suspension, abatement, or termination, and any reasonable additional costs incurred by the Consultant to effectuate an orderly closing of its activities, with the payment to be based insofar as possible on the fees established in this Agreement.

SECTION 23 – TERMINATION OF AGREEMENT BY THE COUNTY

The County may terminate this Agreement for any one or more of the following reasons:

1. If adequate progress on any phase of the Consultant Services is not being made by the Consultant as a direct result of the Consultant's failure to perform.
2. The quality of the Consultant Services performed by the Consultant is not in conformance with commonly accepted design codes and standards, standards of the

County and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement and the particular services involved are considered by the County to be essential to the proper completion of the Consultant Services.

3. The Consultant or any employee or agent of the Consultant is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any Consultant Services that have been performed by the Consultant.
4. The Consultant becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.
5. The Consultant is in non-compliance with any other provision of this Agreement.

In the event of any of the causes described in Items (1) through (5) above, the County's Project Manager will send a written notice to the Consultant requesting that the Consultant show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the County within fifteen (15) calendar days of receipt by the Consultant of the show cause notice, the County may consider the Consultant to be in default and may immediately terminate this Agreement.

Notwithstanding any other provision of this Agreement, this Agreement and/or any Task Order(s) and/or any Change Order(s) may be terminated for any reason by the County giving fourteen (14) calendar days' written notice to the Consultant of the County's intent to terminate. In the event that a task of this Agreement and/or any Task Order, and/or any Change Order is terminated, the County shall identify the specific Task Order and/or Change Order being terminated and the specific tasks and/or Task Order(s) and/or Change Order(s) to be continued for completion, pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized tasks and/or Task Order(s) and/or Change Order(s) which are to be continued to completion, unless the Agreement is terminated in full.

In the event of termination of this Agreement, the County shall compensate the Consultant only for: (1) all services performed and accepted by the County prior to the effective date of the termination; (2) Reimbursable Expenses then due; and (3) Reasonable Expenses incurred by the Consultant in affecting the termination of services, including costs incurred by submittal to the County of project drawings, plans, data, and other documents.

The Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with services which are terminated, suspended, eliminated, or cancelled.

Upon termination of this Agreement by the County, the Consultant shall promptly deliver to the County copies of all then completed deliverable items and all plans, reports, studies, calculations, maps, graphics, and other documents that directly support the deliveries prepared by Consultant.

SECTION 24 – CHOICE OF LAW / VENUE

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be at the West Pasco Judicial Center, in Pasco County, Florida (State court matters) and the United States District Court in and for the Middle District of Florida – Tampa Division (Federal court matters).

SECTION 25 – SUCCESSORS AND ASSIGNS

The County and the Consultant respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the County.

SECTION 26 – ASSIGNMENT, TRANSFER, AND SUBCONTRACTS

Neither the County nor the Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. Except as otherwise authorized in this Agreement, the Consultant shall not subcontract any of its service obligations hereunder to third parties without the prior written approval of the County. The Consultant shall have the right, subject to the County's prior written approval, to employ other persons and/or firms to serve as Subconsultants to the Consultant pursuant to the requirements of this Agreement. The County shall have the right and be entitled to withhold its approval of Subconsultants, but such approval shall not be unreasonably withheld.

SECTION 27 – EXTENT OF THE AGREEMENT

This Agreement represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may only be amended, supplemented, modified, changed, or canceled by a written instrument executed by both parties hereto.

SECTION 28 – NON-EXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract and the County may employ additional or other consulting firms to perform any work contemplated by this Agreement without liability to the Consultant.

SECTION 29 – INDEMNIFICATION OF THE COUNTY

For good and valuable consideration, the receipt of which is acknowledged, and notwithstanding the provisions of section 725.06, Florida Statutes, and in accordance with section 725.08, Florida

Statutes, the Consultant shall indemnify and hold harmless the County and the County's Commissioners, officers, agents, and employees, harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The Consultant shall not be required to indemnify the County for any negligence of the County's employees or agents. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

This provision shall also pertain to any claim brought against the County by any employee of the Consultant, its subconsultant(s), or anyone directly or indirectly employed by any of them.

The Consultant's indemnification obligation under the provision shall not be limited in any way to the consideration hereunder, the agreed-upon prices as shown in any Task Order issued pursuant to this Agreement, or any other agreed payment or compensation amount, nor shall this indemnification be limited due to the Consultant's lack of sufficient insurance protection. The Consultant hereby acknowledges and expressly agrees that the compensation to be paid to the Consultant by the County pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.

This Section 29 shall survive the expiration or termination of the Agreement.

SECTION 30 – NOTICES

Any notices to be given under this Agreement shall be in writing and delivered by United States Mail to the respective addresses referenced above. All such notices shall be sent to the designated project managers for each party.

SECTION 31 – INDEPENDENT CONSULTANT

Neither the County nor any of its employees shall have any control over the conduct of the Consultant or any of Consultant's employees, except as herein set forth. The Consultant and any and all Subconsultants are and shall be Independent Contractors in and throughout the performance of all work and services provided and performed pursuant to this Agreement. As Independent Contractors, the Consultant's and the Subconsultant's agents, servants, or employees shall not be deemed agents, servants, or employees of the County.

The Consultant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement. The Consultant shall be responsible to the County for all the work or services performed by the

Consultant, or any person or firm engaged as a Subconsultant pursuant to this Agreement. The County shall not be liable to any Subconsultant, or any other person, firm, corporation, or other entity that contracts with or provides goods or services to the Consultant in connection with the work required to be performed pursuant to this Agreement. The County shall not be liable to any Subconsultant, or any other person, firm, corporation, or other entity for debts or claims accruing to such parties against the Consultant pursuant to any work or services performed under this Agreement.

SECTION 32 – E-VERIFY PROGRAM

A contractor or consultant entering into a contract with a public entity (such as the County) is required to be registered with the U.S. Department of Homeland Security's E-Verify System and to utilize it to verify the work authorization status of all newly hired employees throughout the term of the contract. The contractor or consultant shall also be required to obtain and retain affidavits from all subcontractors or subconsultants utilized during the contract verifying that they do not employ, contract with, or subcontract with any unauthorized aliens as that term is defined in 8 U.S.C.S. 1324a(h)(3). The failure to comply with this requirement constitutes grounds for termination of the contract and for such other penalties as provided under section 448.095, Fla. Stat.

If a public employer has terminated a contract with a contractor for failure to comply with the requirements of the paragraph above, the contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated.

The County reserves the right to request verification of compliance from its consultants and contractors during the term of its contract with the County and for a period of up to five (5) years thereafter. Should a County-retained consultant, contractor, and/or its subconsultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant, contractor and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the county as a result of such non-compliance. Compliance with this section is mandatory for all projects.

SECTION 33 – MAINTENANCE OF RECORDS / COOPERATION WITH STATE AUDITS

The Consultant shall keep and maintain its accounting records and supporting documentation related to the services, work, information, expenses, costs, invoices, and materials provided and/or performed pursuant to the requirements of this Agreement for a minimum of five (5) years from the date of termination or expiration of this Agreement. The County, its authorized agents and representatives of federal and state agencies funding the Agreement ("Agencies") shall, with reasonable prior notice, have the right to audit, inspect and copy all such accounting records and supporting documentation as often as they deem reasonably necessary during the effective period of the Agreement and during the five (5) year period after the date of final payment or termination hereof. Any auditing, inspections, or copying of the Consultant's accounting records and supporting

documentation performed by the County or Agencies shall be conducted during normal business hours upon reasonable prior notice to the Consultant and shall be at the sole expense of the County or the Agencies.

The Consultant specifically acknowledges that by accepting a Task Order which will be funded through state funds, the Consultant and any subconsultants retained by it will agree to cooperate with any audit initiated by the Office of the Auditor General of the State of Florida or any successor office. Such cooperation includes any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

SECTION 34 – WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed as a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

SECTION 35 – EMERGENCIES

In the event that the Consultant's services are activated or requested during an event that disrupts essential operations, or when there is a threat to the public's health, welfare, or safety, or when normal purchasing procedures are not possible, or when there is a local, state, or federal declared state of emergency, the provisions of Section 2-101 of the Pasco County Code of Ordinances and any declaration of emergency, and orders issued thereto, shall apply and shall supersede as necessary, the terms and conditions of this Agreement.

SECTION 36 – FORCE MAJEURE

Neither the County nor the Consultant shall be liable for delay or their failure to perform hereunder due to circumstances beyond their respective control, such as Acts of God, governmental laws or orders, wars, riots, pandemics, national emergencies, strikes, or accidents. The County or the Consultant may suspend their respective performance under this Agreement as a result of a force majeure and shall resume performance as soon as is reasonably possible. The delayed party must notify the other party promptly upon the occurrence of any such circumstance and inform the other party of its plans to resume performance; otherwise, performance by the delayed party will not be considered excused pursuant to this Section.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes not due to its own fault or neglect, the Consultant shall notify the County in writing within seven (7) calendar days after commencement or discovery of such delay, stating the cause(s) therefore and requesting an extension of the Consultant's time of performance. Causes beyond the control of the Consultant shall include, but are not limited to, court orders and injunctions, actions or rulings

of any federal, state or municipal authority (including the County) having jurisdiction over any project and/or any Force Majeure event as delineated in this Section.

Upon receipt of the Consultant's request for an extension of time for cause(s) beyond the control of the Consultant, the County Administrator shall have the discretion to grant an extension of time only if the County determines the delay encountered by the Consultant was not due to its own fault or neglect. All other extensions of time must be approved by the Board of County Commissioners.
No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Consultant's services for any cause whatsoever, including those for which the County, including any of its agents or employees, may be responsible in whole or in part, shall relieve the Consultant of its duty to perform or give rise to any right to damages or additional compensation from the County.

The Consultant's sole remedy against the County in the event of such interruption, interference, inefficiency, suspension, or delay in the commencement or progress of such services shall be the right to seek an extension of the time only, as included in any affected Task Order. However, such extension shall not operate as a waiver of any other rights of the County. This section shall expressly apply to claims for early completion, as well as claims based on late completion. The County shall not be responsible for any consequential damages or loss in profits incurred by the Consultant from such delays.

SECTION 37 – OWNERSHIP OF DOCUMENTS

All documents, such as drawings, tracings, notes, photographs, computer files, plans, specifications, maps, evaluations, reports, and other records and data relating to this Agreement shall become the property of the County and shall be delivered by the Consultant to the County within thirty (30) calendar days of completion of the Project or within seven (7) calendar days of the County making a request for said document delivery, whichever is applicable. In the event the County gives the Consultant a written Notice of Termination pursuant to Section 23 of this Agreement, or upon issuance to the Consultant by the County of a written Modification or Change Order which deletes all or part of the work or services required, the Consultant shall deliver to the County any and all documents listed above with the mutual understanding and commitment by the County that compensation earned or owing to the Consultant for services provided or performed by the Consultant pursuant to this Agreement prior to the date of any such termination will be paid to the Consultant as provided in Section 23 and within sixty (60) calendar days of the date of issuance of the Notice of Termination.

The Consultant, at its expense, may make and retain copies of all documents delivered to the County for the Consultant's reference and internal use. The Consultant shall not use any of these documents and/or data or information contained therein on any other project or for any other client without the prior expressed written permission of the County.

SECTION 38 – HEADINGS

The headings of the articles, sections, subsections, exhibits, and/or attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, subsections, exhibits and/or attachments.

SECTION 39 – EVALUATION OF THE CONSULTANT

The County shall perform a performance evaluation of the Consultant. The evaluation shall be forwarded to the Consultant for their records.

SECTION 40 – SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 41 – EXECUTION IN COUNTERPARTS

For the convenience of the parties and to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

SECTION 42 – ENTIRE AGREEMENT

This Agreement, including all referenced exhibits and attachments hereto, any written amendments, modifications, or addenda to it, and all the documents referenced in Section 12, constitutes the entire Agreement between the County and the Consultant and shall supersede, replace, and nullify any and all prior agreements or understandings, written and oral, relating to the matters set forth herein. Prior agreements or understandings, if any, shall have no force or affect whatsoever on this Agreement.

SECTION 43- SCRUTINIZED COMPANIES

Pursuant to section 287.135, Florida Statutes, by accepting this Agreement, Consultant certifies that: (1) it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes; (2) it is not participating in a boycott of Israel; (3) it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, Florida Statutes; and (4) it is not engaged in business operations in Cuba or Syria.

The County reserves the right to terminate this Agreement if the County finds that: (1) any of

the above certifications are false; (2) Consultant has been placed on the Scrutinized Companies that Boycott Israel List; (3) Consultant is engaged in a boycott of Israel; (4) Consultant has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or (5) Consultant is engaged in business operations in Cuba or Syria. Notwithstanding the foregoing, the Parties are aware of the Eleventh Circuit Court's decision in Odbrecht Constr. v. Sec'y, Fla. DOT, 715 F.3d 1268 (11th Cir. Fla. 2013), and agree that the provisions of sections 287.135(1)-(5), F.S., pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Agreement unless and until the Eleventh Circuit Court's decision in Odebrecht Constr. v. Sec'y, Fla.DOT, 715 F.3d 1268 (11th Cir.Fla. 2013) is overturned.

SECTION 44- COUNTRIES OF CONCERN

As required by section 286.101, Florida Statutes, for contracts of $100,000.00 or more, contractors shall disclose to the County any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years ("Item"). "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Consultant, by executing this Agreement, affirms that it has not received an Item from a foreign country of concern.

SECTION 45- CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME)

In accordance with section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Consultant certifies that it is not on the convicted vendor list.

(The Remainder of this Page Intentionally Left Blank).

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Professional Services Agreement for solicitation number **RSQ-BW-25-075** effective the last day and year entered below.

ATTEST:

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

(SEAL)

Nikki Alvarez-Sowles, Esq.
Clerk and Comptroller

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

Michael J. Carballa, P.E.
County Administrator

Date: 1/21/26

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Senior Assistant Legal Attorney

CONSULTANT: Freese and Nichols, Inc.

By:

Print: TONY PEVEC

Title: PRINCIPAL / VICE PRESIDENT

WITNESSES:

Signature

Kendall J. Ryan
Print or Type Name

Signature

Charles J Cullen
Print or Type Name

NOTARY ACKNOWLEDGMENT

STATE OF Florida **}**

} ss

COUNTY OF Hillsborough **}**

The foregoing instrument was acknowledged before me on 19 December, 2025, by means of:

[✓] physical presence, or

[___] online notarization

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Tony Pevec, who executed the foregoing instrument as [Title] Principal/Vice President of [Corporation or Company Name] Freese and Nichols, Inc., a:

[✓] corporation, or

[___] limited liability company

organized under the laws of [State] Texas, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____

_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):

[✓] Personally known to me, or

[___] Has produced _____ as identification.

KRISTEN G LARAMORE
Notary Public - State of Florida
Commission # HH 601609
My Comm. Expires Oct 8, 2028

[Notary Stamp or Seal]

_____
Signature of person taking acknowledgment

Kristen G. Laramore
Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

EXHIBIT A

STANDARD HOURLY RATES

(Includes all the Consultant's costs, Overhead, Operating Margin, Reimbursable Expenses, and charges)

EXHIBIT A

STANDARD HOURLY RATES - FREESE AND NICHOLS

RSQ-BW-25-075

DECEMBER 2025

Position	Description	Hourly Rate
Professional 1	Education minimum is a BS degree in any field of study relating to environmental, natural or social science, planning, and GIS. Experience of at least one year performing routine environmental science tasks.	$156.00
Professional 2	Education minimum is a BS degree in applicable engineering discipline or equivalent. EIT certification is required for Engineers. Experience ranging from one to three years' experience performing routine engineering tasks in a related field.	$186.00
Professional 3	Education minimum is a BS degree in Engineering. Professional engineer registration required. Two to four years of experience, including work requiring independent evaluation, selection, and application of standard engineering techniques.	$209.50
Professional 4	Education minimum is a BS degree in Engineering. Professional engineer registration required. Five years of experience minimum, including work requiring independent judgment in modification and adaptation of standard techniques and in creating new approaches/solutions to problems.	$249.00
Professional 5	Education minimum is a BS degree in Engineering. Professional engineer registration required. Eight years of experience minimum, including specific experience in making independent decisions on engineering problems and methods.	$287.00
Professional 6	Education minimum is a BS degree in Engineering. Professional engineer registration required. Fifteen years of experience minimum, including specific experience in making independent decisions on engineering problems and methods. Recognized as an expert in the field.	$327.00
Construction Manager 1	Associates or BS degree in engineering, architecture, building construction, or construction management. Up to three years of experience in Construction Management.	$143.00
Construction Manager 2	Either a BS degree with one year of experience, an AAS degree with 2 years of experience or four to seven years of experience in Construction Management. A CDT or CMIT certification is required.	$175.00
Construction Manager 3	Either a BS degree with three years of experience, an AAS degree with 4 years of experience or eight to ten years of experience in Construction Management. A CMIT or CCCA certification is required.	$186.00
Construction Manager 4	Either a BS degree with over four years of experience, an AAS degree and 6 years of experience or over 11 years of experience in Construction Management. A CCM or PE certification is required.	$230.00

CAD Technician/Designer 1	Minimum education of a high school diploma or equivalent. Two years of experience performing CAD functions in a 3D environment.	$141.00
CAD Technician/Designer 2	Minimum education of a high school diploma or equivalent. Eight years of experience with a broad base in engineering design and technical support of engineering. Advanced expertise in computer operation and in CAD software.	$179.00
CAD Technician/Designer 3	Minimum education of a high school diploma or equivalent. Twelve years with a broad base in engineering design and technical support of engineering. Advanced expertise in computer operation and in CAD software.	$216.00
Corporate Project Support 1	Minimum education of a high school diploma or equivalent. One to three years of experience with general administrative and clerical functions.	$122.00
Corporate Project Support 2	Minimum education of a high school diploma. Five years of experience in similar administrative functions.	$145.00
Corporate Project Support 3	Education minimum of a BS degree or equivalent work experience. Five years of experience in related accounting experience at a level requiring decision making related to the position.	$190.00
Intern/Coop	Minimum education of a high school diploma. No experience required.	$86.00
Senior Advisor	Education minimum is a BS degree in Engineering. Professional engineer registration required. Twenty-five years of experience, including specific experience in making independent decisions on engineering problems and methods. Recognized on a regional/national level as an expert in the field.	$225.00

EXHIBIT B- Truth in Negotiation Certificate

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Consultant hereby certifies that wage rates and other factual unit costs supporting the compensation for the services of Consultant to be provided under this Agreement for the Project under solicitation number **RSQ-BW-25-075**, are accurate, complete, and current as of the time of contracting.

CONSULTANT:

By: Tony Pevec

Print Name: TONY PEVEC

Title: PRINCIPAL / VICE PRESIDENT

Date: 12/19/2025

EXHIBIT C- Statement of Work

Category 1 - Water, Wastewater, and Reclaimed Water Treatment & Storage Systems:
Assistance with study, public relations, permitting, design, construction/engineering/inspection (CEI), providing consultant project engineers and managers via a combination of embedded or remote work (i.e., staff augmentation), and operations and maintenance (O&M) activities associated with water and wastewater treatment plants, facilities and process improvements including facility expansions and improvements. This category may also include major reclaimed water disposal and storage facilities (e.g. reservoirs, rapid rate infiltration basins, constructed wetlands, elevated tanks, aquifer storage and recovery).

Category 2 – Water, Wastewater, and Reclaimed Water Conveyance Systems:
Assistance with the study, public relations, permitting, design, CEI, staff augmentation, and O&M activities associated water/wastewater/reclaimed water collection and transmission systems as well as utility relocations within Pasco County, Florida Department of Transportation (FDOT), municipal-owned rights of way, and County-owned utilities affected by other public and private utility service providers. Assist with land acquisition and evaluations, preparing project design and construction cost opinions, preparing life cycle cost analyses, and Phase 1 and 2 Environmental Site Assessments.

Category 3 - Water, Wastewater, and Reclaimed Water Planning, Permitting, and Project Management:
Assistance with the evaluation of the County's service area needs for growth planning. Work efforts may include evaluating growth and new service impacts to the utility, evaluations of applications for service connection, staff augmentation, development of Septic to Sewer planning groundwater resource management, consumptive use permitting, utility rate studies, system engineering evaluations and reports, evaluation and implementation of asset management systems and best practices, assistance with updates to PCU

PROFESSIONAL'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

Note: This statement must be attached to all Applications for Final Payment under a TASK ORDER.

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Professional's Principal, Officer or Authorized Representative)

The _____
(Title of Professional's Principal, Officer or Authorized Representative)

Of _____
(Name of Professional)

whose principal address is: _____
(Address of Professional)

on penalty of perjury, hereby affirms that pursuant to the provisions of Pasco County Contract for Professional Services and as further provided under the following Task Order

Task Order No. _____

Project Name. _____

All monies owed all subconsultants, subcontractors and material suppliers have been paid in full and that no outstanding debts or claims against the above Task Order exist.

ATTEST: PRINCIPAL, OFFICER or AUTHORIZED REP.:

_____

_____
WITNESS

_____
WITNESS

STATE OF _____,

COUNTY OF _____,

On this _____day of _____, 20___, before me the undersigned authority, personally appeared _____ to me known to be the individual described in and who executed the forgoing instrument as a Principal or Officer of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type or Stamp Commissioned Name)

Personally known _____

Or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

CORPORATE RESOLUTION FOR CONTRACT EXECUTION

Resolved, that after Freese and Nichols' review and approval process of subject documents, any Officer or Vice President of Freese and Nichols, Inc. (FNI) – named in the listing attached hereto and made part hereof - be and are hereby authorized and empowered to sign any and all documents on behalf of FNI, and,

Resolved, that after FNI review and approval process of subject documents, all Associates of FNI, – a current listing attached hereto and made part hereof be and are hereby authorized and empowered to sign any amendment, task authorization, task order or other like document which changes the scope and/or value of an existing professional services agreement whose values does not exceed $75,000 on behalf of FNI, and,

Resolved, that after FNI review and approval process of subject documents, the Risk Manager of FNI, – a current listing attached hereto and made part hereof be and are hereby authorized and empowered to sign any and all documents on behalf of FNI whose value does not exceed $250,000.

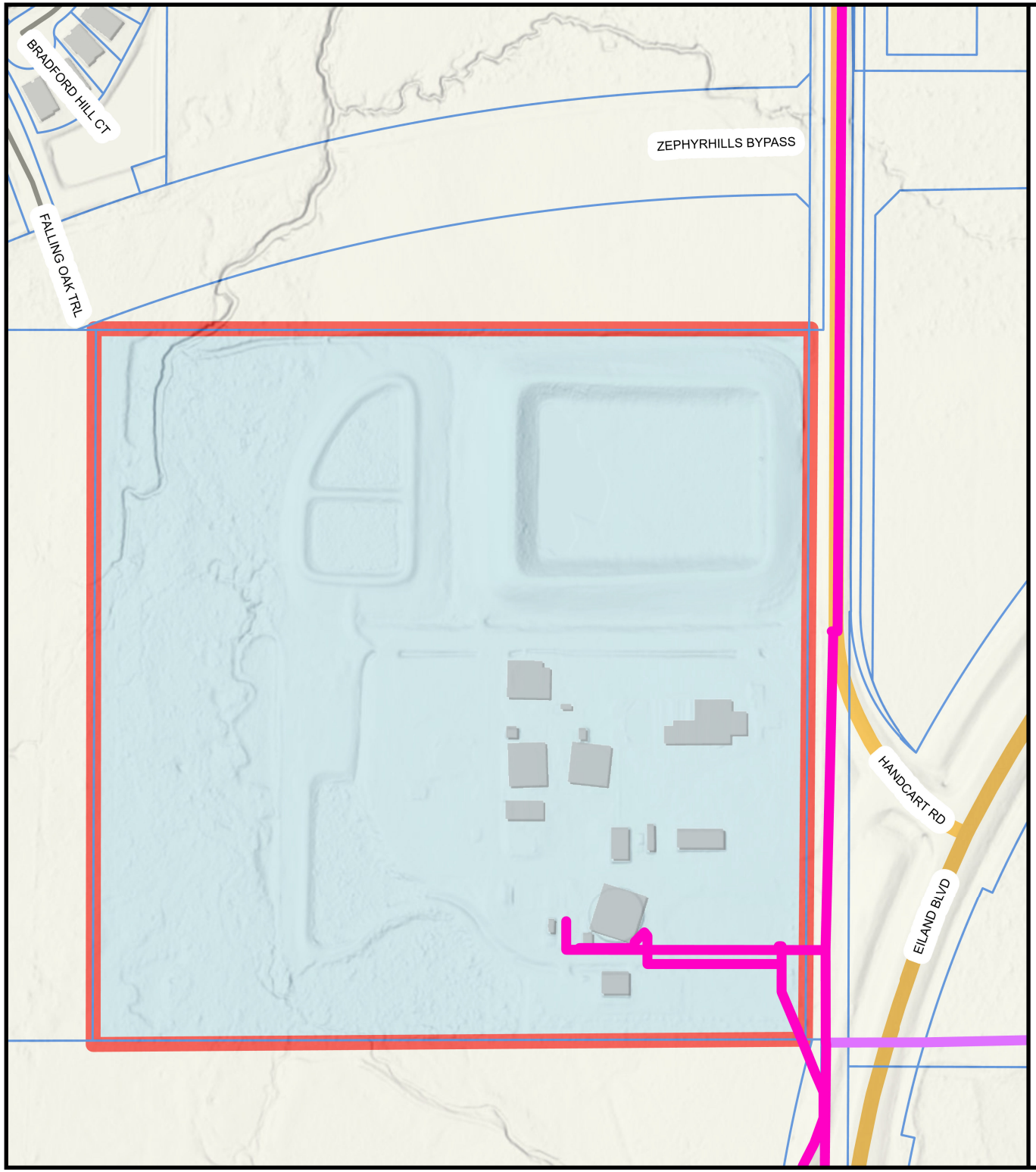
Resolved, that after FNI review and approval process of subject documents not related to professional services agreements, the Building Services Manager of FNI, – a current listing attached hereto and made part hereof be and are hereby authorized and empowered to sign any and all documents on behalf of FNI whose value does not exceed $50,000.

Resolved that after FNI review and approval process of subject documents related to Subconsultant agreements, a Contract Administrator, whose name is in the listing attached hereto and made part hereof be and are hereby authorized and empowered to sign any and all documents related to subcontracted services on behalf of FNI whose value does not exceed $250,000.

Resolved that after FNI review and approval process of subject documents and after appropriate execution of documents, all Officers, Vice Presidents, Associates, Contract Administrators, and Risk Manager, be named by the Board as "authorized agents" of FNI in regard to executing Form 1295 (Disclosure of Interested Parties) form.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 28th day of April 2025.

Robert F. Pence, Chairman



Southeast WWTP
RCW Ground Storage Tank & Main Upsizing

COMMISSION DISTRICT : 2

Southeast WWTP

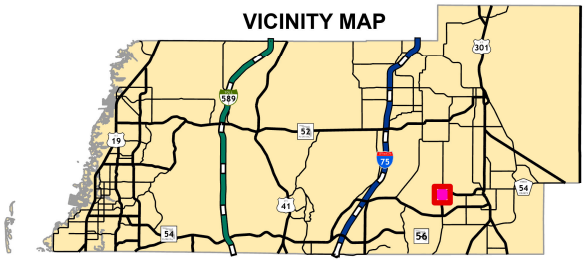
Reclaimed_Main

N

0.0 500

Feet

VICINITY MAP



W:\MAP\MAP_REQUEST_KEVIN
Created By: kphuyal
4/21/2026

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** COR26-0013 **DATE:** 6/16/2026

SUBJECT: Off-Site Inmate Housing – Fourth Amendment to Interlocal Agreement – Hernando County Sheriff's Office and Additional Purchasing Authority – Hernando County Sheriff's Office and Seminole County Sheriff's Office – $1,067,200.00

REFERENCES: CA22-5030, COR23-0009, COR24-0015, COR25-0012, NI23-0406, COR25-0010

AGENDA SECTION: Consent Agenda

THRU: Joanna Cheshire, Assistant County Administrator (Public Safety)

FROM: Stacey Jenkins, Chief Corrections Officer

RECOMMENDED BOARD ACTION:

Approve the Fourth Amendment to the Interlocal Agreement between the Hernando County Sheriff's Office (HCSO) and the Pasco County Board of County Commissioners (BOCC) for housing inmates at the Hernando County Detention Center. Approve additional purchasing authority for **all** off-site inmate housing provided by HCSO at the Hernando County Detention Center and housing provided by the Seminole County Sheriff's Office (SCSO) at the John E. Polk Correctional Facility in the cumulative Not to Exceed (NTE) amount of $1,067,200.00 for Fiscal Year (FY) 2027.

Authorize the Chairman to execute two original agreements and direct the Board Records Department to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On September 6, 2022, the Board of County Commissioners (BOCC) delegated authority to the County Administrator to execute jail-related interlocal agreements and contracts received after September 6, 2022.

On November 4, 2022, the County Administrator executed the interlocal agreement between HCSO and the BOCC to allow HCSO to receive and house Pasco County inmates at the Hernando County Detention Center to relieve overcrowding at the County Detention Facility. The agreement was for a one-year contract term ending September 30, 2023, which included an option to be extended by mutual written consent of both parties.

On September 5, 2023, the BOCC executed the first amendment to the interlocal agreement between HCSO and the BOCC. The amendment extended the contract term for one year ending September 30, 2024, and included an option of extension by mutual written consent of both parties.

On May 7, 2024, the BOCC executed a second amendment to the interlocal agreement between HCSO and the BOCC. The agreement was for a one-year contract term ending September 30, 2025, and included an option to be extended by mutual written consent of both parties.

On September 16, 2025, the BOCC executed the third amendment to the interlocal

agreement between HCSO and the BOCC to allow HCSO to receive and house Pasco County inmates at the Hernando County Detention Center to relieve overcrowding at the County Detention Facility. The agreement was for a one-year contract term ending September 30, 2026, which included an option to be extended by mutual written consent of both parties. Due to current inmate housing constraints impacted by construction renovation, the Corrections Department, through the fourth amendment, is requesting approval to extend the Agreement term to September 30, 2027.

On September 16, 2022, the County Administrator executed the interlocal agreement between SCSO and the County to allow SCSO to receive and house Pasco County inmates at the John E. Polk Correctional Facility to relieve overcrowding at the County Detention Facility. The agreement was for a three-year contract term ending September 30, 2025, which included an option to be extended by mutual written consent of both parties. On August 5, 2025, the BCC approved the first amendment to the interlocal agreement between SCSO and the BOCC for an additional two-year contract term ending on September 30, 2027, which included the NTE amount of $2,901,750.00 for FY2026.

The Corrections Department, with concurrence from the Purchasing Department, requests approval of the fourth amendment to the agreement with HSCO. Additionally, the Corrections Department requests additional purchasing authority for off-site inmate housing with HSCO and SCSO in the cumulative NTE amount of $1,067,200.00. This request will allow the Corrections Department to house inmates at either off-site location while construction prohibits use of inmate housing areas due to construction renovations during FY 2027.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $1,067,200.00 will be budgeted for FY 2027 in the General Fund, Corrections Account, contingent upon Board approval of the budget.

DISTRIBUTION:

1. Retain one original
2. Mail one original to:

Karen Teele, Administrative Assistant
Hernando County Sheriff's Office Detention Center
16425 Spring Hill Drive
Brooksville, FL 34604

ATTACHMENT(S):
1. COR26-0013 4th Amendment to Interlocal Agreement with HCSO
2. COR26-0013 Interlocal Agreement Inmate Housing with HCSO - Amnd 1-3
3. COR26-0013 IOM Dated November 1, 2022
4. COR26-0013 Inmate Housing Exception Form
5. COR26-0013 1st Amendment to Interlocal Agreement with SCSO
6. COR26-0013 Interlocal Agreement Inmate Housing with SCSO

cc: Carrie Roberts, Purchasing Director

FOURTH AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY
AND THE
HERNANDO COUNTY SHERIFF'S OFFICE
FOR HOUSING INMATES IN THE HERNANDO COUNTY DETENTION CENTER

THIS FOURTH AMENDMENT of the Interlocal Agreement for Housing Inmates in the Hernando County Detention Center (the AGREEMENT) is made and entered into by and between the Pasco County Board of County Commissioners (the "BOARD") and Al Nienhuis, Sheriff of Hernando County, ("HCSO"), whose address is 18900 Cortez Boulevard, Brooksville, Florida 34601.

WHEREAS, the BOARD has a need to relieve overcrowding in BOARD's Detention Facility; and

WHEREAS, HCSO has capacity in the Hernando County Detention Center to accept additional inmates in order to assist the BOARD; and

WHEREAS, Sections 163.01(4) and 163.01(5), Florida Statutes, authorize local governmental units to ensure the most efficient use of the powers by enabling them to cooperate with other localities on a basis of mutual advantage.

WHEREAS, the Parties hereby agree to renew the AGREEMENT as set forth herein.

NOW THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Pursuant to Section 3 of the AGREEMENT, the Parties hereby agree to extend the AGREEMENT for an additional one (1) year period beginning October 1, 2026, and ending September 30, 2027.

3. Section 11, Sentence 1 is amended to read, The BOARD shall pay HCSO a rate of one hundred sixteen dollars ($116.00) per day per inmate, except for any days where the BOARD is paying HCSO to house the inmate in a hospital or other medical or mental health facility.

4. The terms, covenants, and conditions set forth in the AGREEMENT are hereby ratified and confirmed in their entirety unless changed or modified in this Amendment. The AGREEMENT, as amended, shall remain in full force and effect until the Amendment's expiration on September 30, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

Hernando County Sheriff's Office

_____
Al Nienhuis, Sheriff of Hernando County

_____
Date

Board of County Commissioners of Pasco County, Florida

_____
Jack Mariano, Chairman

_____
Date

(SEAL)
ATTEST:

_____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

INTERLOCAL AGREEMENT
BETWEEN THE HERNANDO COUNTY SHERIFF'S OFFICE
AND THE
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
FOR HOUSING INMATES IN THE HERNANDO COUNTY DETENTION CENTER

THIS AGREEMENT is an interlocal agreement made and entered by and between Al Nienhuis, Sheriff of Hernando County, hereinafter referred to as "HCSO", a Constitutional Officer of the political subdivision of Hernando County, Florida, whose address is 18900 Cortez Boulevard, Brooksville, Florida 34601, and the Pasco County Board of County Commissioners, hereinafter referred to as "the BOARD", whose address is 8731 Citizens Drive, New Port Richey, Florida 34654, to allow HCSO to receive inmates from the BOARD to be housed at the Hernando County Detention Facility.

WHEREAS, the BOARD has a need to relieve overcrowding in their Detention Facility; and

WHEREAS, HCSO has capacity in the Hernando County Detention Center to accept additional inmates in order to assist the BOARD; and

WHEREAS, Sections 163.01(4) and 163.01(5), Florida Statutes, authorizes local governmental units to ensure the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage.

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Purpose. The purpose of this Agreement is to outline the responsibilities of each party involved in the Agreement.

Section 3. Agreement Term. The term of this Agreement will begin upon the date the Agreement is filed with the clerk of the circuit court of Pasco and Hernando counties in accordance with Section 163.01(11), Florida Statutes, and shall end on September 30, 2023 or until such time as HCSO or the BOARD desires to end the Agreement in accordance with the termination provision set forth in Section 10 of this Agreement. This Agreement may be extended upon mutual consent in writing by the parties.

Section 4. Cooperation. It is agreed that the parties shall provide all reasonable and necessary cooperation and assistance so as to facilitate the terms of this Agreement.

Section 5. The BOARD'S Responsibilities. The BOARD agrees to the following:

a. Provide all inmate transportation to and from the Hernando County Detention

Facility of Pasco County Inmates as defined herein.

b. Ensure the BOARD's inmates to be relocated to the Hernando County Detention Center meet the following criteria:

1. Pre-trial misdemeanor or felony classified inmates; however, sentenced inmates are preferred.

2. No current or ongoing disciplinary issues.

3. Have no known extensive medical issues.

c. The BOARD hereby grants permission to allow all of the BOARD'S inmates to work in Hernando County while housed at the Hernando County Detention Center as "inmate workers," who may be called upon to complete various tasks around the jail, including, but not limited to, maintenance services, cleaning services, laundry services, and kitchen/food preparation.

d. Upon request of HCSO, to remove, within 48 hours, any of the BOARD's inmate(s) who is a discipline problem, has intense medical needs, or is any way disruptive to the operation of the Hernando County Detention Center.

e. Provide hospital supervision to hospitalized BOARD's inmates within six (6) hours of notification by HCSO.

f. To remit timely payment to HCSO for the BOARD's inmates housed by HCSO as delineated in this Agreement.

g. To reimburse HCSO for all the BOARD's inmate medical expenses from outside medical professionals and hospital supervision expenses while in the custody of HCSO.

Section 6. HCSO Responsibilities. HCSO agrees to the following:

a. To accept up to one hundred **(100)** inmates from the BOARD on a space available basis, as determined by HCSO.

b. To provide shelter, food, supervision, and medical care to the BOARD'S inmates in HCSO custody.

c. In the event a BOARD'S inmate suffers a medical emergency, transport the inmate to the nearest hospital and provide hospital supervision for up to six (6) hours.

Section 7. Indemnification. To the extent permitted by law without waiver of

sovereign immunity provided in Section 768.28, Florida Statutes, the parties agrees to indemnify and hold harmless the other parties to the extent they incur liability as a result of any negligence, violation of civil rights, intentional actions, or other fault of the party or its agents, servants or employees arising out of the performance of this Agreement.

Section 8. Governing Law. This Agreement shall be governed by and construed with the laws of the State of Florida. Venue shall be in Hernando County for any lawsuit filed by HCSO, and venue shall be Pasco County for any lawsuit filed by the BOARD. In the event of a dispute, each party is responsible for their own attorney's fees and costs.

Section 9. Notices. Whenever any party desires to give notice unto the other party, notice shall be sent to:

For HCSO:
Shaun Klucznik, Major
Hernando County Sheriff's Office
18900 Cortez Blvd.
Brooksville, Florida 34601

For the Board:
Kimberlie Miller
Senior Purchasing Agent
7536 State Street
New Port Richey, FL 34564

Section 10. Termination. HCSO or the BOARD may terminate this Agreement upon providing ten (10) days written notice to the other party.

Section 11. Compensation. The BOARD shall pay HCSO a rate of $75.00 per day per inmate, except for any days where the BOARD is paying HCSO to house the inmate in a hospital or other medical or mental health facility. The BOARD shall additionally reimburse HCSO for all of the BOARD'S inmate medical expenses from outside medical professionals and hospital supervision expenses. HCSO invoices for medical expenses shall include an invoice from the medical provider showing the name of the BOARD'S inmate that received the medical care and the date(s) ~~that~~ such medical care was provided.

Invoices shall be sent by HCSO on a monthly basis to the following address:

Pasco County Board of County Commissioners
Attn: Finance Department
20101 Central Boulevard
Land O Lakes, FL 34637

PSO shall remit payment within forty-five (45) days of receipt of invoice to the following address:

Hernando County Sheriff's Office
Attn: Finance Department
18900 Cortez Blvd.
Brooksville, Florida 34601

Section 12. Entire Agreement. It is understood and agreed the entire Agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing, approved by the respective parties, and duly executed on behalf of each party as set forth herein.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

Hernando County Sheriff's Office

Al Nienhuis, Sheriff of Hernando County

10/6/22

Date

Pasco County Board of Commissions

Kathryn Starkey, Chairman
Michael J. Carballa for
County Administrator

11/4/22

Date

ATTEST:

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

Nichole "Nikki" Alvarez-Sowles
Clerk & Comptroller

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY
AND THE
HERNANDO COUNTY SHERIFF'S OFFICE
FOR HOUSING INMATES IN THE HERNANDO COUNTY DETENTION CENTER

THIS FIRST AMENDMENT of the Interlocal Agreement for Housing Inmates in the Hernando County Detention Center (the AGREEMENT) is made and entered into by and between the Pasco County Board of County Commissioners (the "BOARD") and Al Nienhuis, Sheriff of Hernando County, ("HCSO"), whose address is 18900 Cortez Boulevard, Brooksville, Florida 34601.

WHEREAS, the BOARD has a need to relieve overcrowding in BOARD's Detention Facility; and

WHEREAS, HCSO has capacity in the Hernando County Detention Center to accept additional inmates in order to assist the BOARD; and

WHEREAS, Sections 163.01(4) and 163.01(5), Florida Statutes, authorize local governmental units to ensure the most efficient use of the powers by enabling them to cooperate with other localities on a basis of mutual advantage.

WHEREAS, the Parties hereby agree to renew the AGREEMENT as set forth herein.

NOW THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Pursuant to Section 3 of the AGREEMENT, the Parties hereby agree to extend the AGREEMENT for an additional one (1) year period beginning October 1, 2023, and ending September 30, 2024.

3. The terms, covenants, and conditions set forth in the AGREEMENT are hereby ratified and confirmed in their entirety unless changed or modified in this amendment. The AGREEMENT, as amended, shall remain in full force and effect until the Amendment's expiration on September 30, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

Hernando County Sheriff's Office

Al Nienhuis, Sheriff of Hernando County

Board of County Commissioners of Pasco County

Jack Mariano, Chairman

APPROVED
IN SESSION
SEP 05 2023
PASCO COUNTY
BCC

ATTEST:

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

By: Deputy Clerk

BCC 09/05/23 C39 CO823-0009

Nichole "Nikki" Alvarez-Sowles
Clerk & Comptroller

SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY
AND THE
HERNANDO COUNTY SHERIFF'S OFFICE
FOR HOUSING INMATES IN THE HERNANDO COUNTY DETENTION CENTER

THIS SECOND AMENDMENT of the Interlocal Agreement for Housing Inmates in the Hernando County Detention Center (the AGREEMENT) is made and entered into by and between the Pasco County Board of County Commissioners (the "BOARD") and Al Nienhuis, Sheriff of Hernando County, ("HCSO"), whose address is 18900 Cortez Boulevard, Brooksville, Florida 34601.

WHEREAS, the BOARD has a need to relieve overcrowding in BOARD's Detention Facility; and

WHEREAS, HCSO has capacity in the Hernando County Detention Center to accept additional inmates in order to assist the BOARD; and

WHEREAS, Sections 163.01(4) and 163.01(5), Florida Statutes, authorize local governmental units to ensure the most efficient use of the powers by enabling them to cooperate with other localities on a basis of mutual advantage.

WHEREAS, the Parties hereby agree to renew the AGREEMENT as set forth herein.

NOW THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Pursuant to Section 3 of the AGREEMENT, the Parties hereby agree to extend the AGREEMENT for an additional one (1) year period beginning October 1, 2024 and ending September 30, 2025.

3. The terms, covenants, and conditions set forth in the AGREEMENT are hereby ratified and confirmed in their entirety unless changed or modified in this Amendment. The AGREEMENT, as amended, shall remain in full force and effect until the Amendment's expiration on September 30, 2025

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

Hernando County Sheriff's Office

Al Nienhuis, Sheriff of Hernando County

5/17/24
Date

Board of County Commissioners of Pasco County, Florida

Ronald E. Oakley, Chairman

APPROVED
IN SESSION
MAY 07 2024
PASCO COUNTY
BCC
Date

(SEAL)
ATTEST:

BCC 05-07-2024 COR24-0015
~~Nichole "Nikki" Alvarez-Sowles, Esq.~~
Clerk & Comptroller
Nikki Alvarez-Sowles, Esq.

THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY
AND THE
HERNANDO COUNTY SHERIFF'S OFFICE
FOR HOUSING INMATES IN THE HERNANDO COUNTY DETENTION CENTER

THIS THIRD AMENDMENT of the Interlocal Agreement for Housing Inmates in the Hernando County Detention Center (the AGREEMENT) is made and entered into by and between the Pasco County Board of County Commissioners (the "BOARD") and Al Nienhuis, Sheriff of Hernando County, ("HCSO"), whose address is 18900 Cortez Boulevard, Brooksville, Florida 34601.

WHEREAS, the BOARD has a need to relieve overcrowding in BOARD's Detention Facility; and

WHEREAS, HCSO has capacity in the Hernando County Detention Center to accept additional inmates in order to assist the BOARD; and

WHEREAS, Sections 163.01(4) and 163.01(5), Florida Statutes, authorize local governmental units to ensure the most efficient use of the powers by enabling them to cooperate with other localities on a basis of mutual advantage.

WHEREAS, the Parties hereby agree to renew the AGREEMENT as set forth herein.

NOW THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Pursuant to Section 3 of the AGREEMENT, the Parties hereby agree to extend the AGREEMENT for an additional one (1) year period beginning October 1, 2025 and ending September 30, 2026.

3. Section 11, Sentence 1 is amended to read, The BOARD shall pay HCSO a rate of ninety-five dollars ($95.00) per day per inmate, except for any days where the BOARD is paying HCSO to house the inmate in a hospital or other medical or mental health facility.

4. The terms, covenants, and conditions set forth in the AGREEMENT are hereby ratified and confirmed in their entirety unless changed or modified in this Amendment. The AGREEMENT, as amended, shall remain in full force and effect until the Amendment's expiration on September 30, 2026.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

Hernando County Sheriff's Office

Al Nienhuis, Sheriff of Hernando County

8/6/25

Date

Board of County Commissioners of Pasco County, Florida

Kathryn Starkey, Chairman

APPROVED IN SESSION

SEP 16 2025

PASCO COUNTY BCC

Date

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

(SEAL)

ATTEST:

BCC 09-16-2025 COR25-0012

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

RECEIVED
NOV 17 2022
PASCO COUNTY, CLERK & COMPTROLLER

TO: Michael Carballa, County Administrator DATE: 11/01/2022

FROM: Kimberlie Miller, Assistant Purchasing Director

SUBJECT: Executing the Hernando County Sheriff's Office Inmate Housing Agreement

---

Please execute the two (2) original Inmate Housing Agreements (Agreements) with Hernando County Sheriff's Office, to receive inmates from the Pasco County Board of County Commissioners Detention Center when they have overcrowding, for a one-year contract term, ending September 30, 2023.

On September 6, 2022, the Board of County Commissioners delegated authority to the County Administrator to execute those jail-related contracts received after September 6, 2022.

Please distribute as set forth below:

1. Send one original to Board Records
2. Interoffice mail one (1) original to Kimberlie Miller in Purchasing

Attachments:

1) Agreement (Two [2] Originals)
2) CA22-5030

PURCHASING DEPARTMENT

727.847.8194 | Internal Services Branch Building | 7536 State Street, 2nd Floor | New Port Richey, FL 34654

BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY, FLORIDA
REGULAR MEETING/REZONINGS

ANNOTATED AGENDA

SEPTEMBER 6, 2022

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

HISTORIC PASCO COUNTY COURTHOUSE, BOARD ROOM 2ND FLOOR
37918 MERIDIAN AVENUE, DADE CITY, FL 33525

County Commissioners	Honorable Kathryn Starkey, Chairman, District 3 Honorable Jack Mariano, Vice-Chairman, District 5 Honorable Ronald E. Oakley, District 1 Honorable Mike Moore, District 2 Honorable Christina Fitzpatrick, District 4
Clerk & Comptroller	Honorable Nikki Alvarez-Sowles, Esq.
County Administrator	Mike Carballa, P.E. Interim County Administrator
County Attorney	Jeffrey N. Steinsnyder, Esq.

CALL TO ORDER

Chairman Starkey called the meeting to order at 10:02 a.m.

INVOCATION
PLEDGE OF ALLEGIANCE

Ms. Alvarez-Sowles gave the Invocation and led the Pledge of Allegiance to the Flag.

Addendum

Consent

AC100 Interlocal Agreement – Pasco County and the Sheriff's Office – Transfer of the Pasco County Detention Facility and all Correctional Operations

File Number CA22-5030
Comm. Dist. All
Recommendation Approve

Approved Staff's recommendation including the revision to correct a minor issue with the Commissary item listed in Exhibit F of the Contract List that was not yet ready for approval by the Board of County Commissioners and to authorize the County Administrator to sign the documents when they were ready.

AC101 Employment Agreement – Pasco County and Michael J. Carballa, P.E.

File Number CAO22-0019
Comm. Dist. All
Recommendation Approve

Approved as part of the Consent Agenda.

Walk-Ons

Post Meeting Materials

To view post meeting materials, click the following link:
https://fl-pascocounty3.civicplus.pro/760/Meeting-Agendas-Minutes

Adjourn

The meeting adjourned at 5:36 p.m.

Prepared by: Jessica L Popplewell, Records Clerk I, Board Records Division

PASCO COUNTY FLORIDA
OPEN SPACES, VIBRANT PLACES

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CA22-5030 **DATE:** 9/6/2022

SUBJECT: Interlocal Agreement - Pasco County and the Pasco Sheriff's Office - Transfer of the Pasco County Detention Facility and all Correctional Operations

REFERENCES: Not Applicable

AGENDA SECTION: Addendum Consent Items will be approved concurrently with the 9/6/22 BCC Agenda Consent Items with a single vote.

FROM: Mike Carballa, Interim County Administrator

RECOMMENDED BOARD ACTION:

Approve the Interlocal Agreement with the Pasco Sheriff's Office related to the transfer of the Pasco County Detention Facility and all Correctional Operations (ILA); authorize the Chairman to execute the ILA and those jail-related contracts in Exhibit "F" to the ILA that can be executed as of September 6, 2022 (which have a Chairman signature block); delegate authority to the County Administrator to execute those jail-related contracts in Exhibit "F" to the ILA that must be executed after September 6, 2022 (which have a County Administrator signature block); and direct Board Records to distribute as set forth under the Distribution section.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On April 6th, 2022, the Pasco County Sheriff (PSO) notified the Board of County Commissioners (BCC) of the intent to transfer the Pasco County Detention Facility and all Correctional Operations from the PSO to the County.

On June 7th and July 12th, 2022, the BCC approved resolutions evidencing its intent to assume the Pasco County Detention Facility and all Correctional Operations from the PSO.

The purpose of the Interlocal Agreement is to ensure an orderly transfer of responsibility for the Pasco County Detention Facility and all Correctional Operations; and to further delineate the respective obligations and liabilities of each Party. Upon execution of this Interlocal Agreement, effective October 1, 2022, the County will assume all duties and responsibilities of the management and operation of the Pasco County Detention Facility and all Correctional Operations.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding will be budgeted and available in the General Fund, Corrections Department, Other Contracted Services upon approval of the FY23 Budget.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain One Original
2. Mail an Original of the executed Contracts to:

Kimberlie Miller, Senior Purchasing Agent
7536 State Street

New Port Richey, FL 34654

3. Copies of the executed Interlocal Agreement and Contracts electronically to:
    a. Mike Carballa, Interim County Administrator – mcarballa@mypasco.net
    b. Joanna Cheshire, Chief of Staff – jcheshire@mypasco.net
    c. Greg Stewart, Nabors Giblin & Nickerson – gstewart@ngn-tally.com
    d. Lynn Hoshihara, Nabors Giblin & Nickerson – lhoshihara@ngn-tally.com
    e. David Goldstein, Chief Assistant County Attorney – dgoldstein@mypasco.net
    f. Chantell Sicard, Branch & Performance Administrator – csicard@mypasco.net
    g. Major Stacey Jenkins, Pasco Sheriff's Office – sjenkins@pascosheriff.org
    h. Natalie Scruggs, Pasco Sheriff's Office – nscruggs@pascosheriff.org
    i. Lindsay Moore, Pasco Sheriff's Office – lmoore@pascosheriff.org
    j. Robert Chalmers, Fire Rescue Executive Officer – rchalmers@mypasco.net

ATTACHMENT(S):

1. CA22-5030 PSO - County interlocal jail transition agreement - FINAL 8.31.22
2. CA22-5030 Canon-Virtual Imaging
3. CA22-5030 CenturyLink
4. CA22-5030 Florida Corrections Accreditation (FCAC)
5. CA22-5030 Inmate Calling Solutions, LLC (ICS)
6. CA22-5030 Keefe Commissary Network
7. CA22-5030 Numi Financial
8. CA22-5030 Telerus
9. CA22-5030 Trinity Services Group, Inc. (aka Keefe)
10. CA22-5030 Vant4geAllvest Information Services, Inc.
11. CA22-5030 Veteran Affairs – Chelsea Skillman
12. CA22-5030 Veteran Affairs – Kelly Baker
13. CA22-5030 Westlaw

Exhibit F - Contract List

Contract Name	Service	Action
Allied Universal	Additional Security	Delegate Authority to County Adminstrator to enter into contract
BayCare Behavioral Health, Inc.	Medical Assistance Treatment (Vivitrol Program)	Delegate Authority to County Adminstrator to enter into contract
BrightHouse	Cable Provider	Delegate Authority to County Adminstrator to enter into contract
Canon-Virtual Imaging	Inmate Security Imaging	Included for Board Approval
CCIS Gatekeeper Security Agreement	Court Records Access Policy (Agreement)	Delegate Authority to County Adminstrator to enter into contract
CenturyLink	Video Relay / Visitation Services	Included for Board Approval
CJIS	SLA MOU - Allowing access to CJIS Data	Delegate Authority to County Adminstrator to enter into contract
CJIS Agency Contact Form	SLA MOU - Allowing access to CJIS Data - designated agency CJIS agency coordinator (CAC), terminal agency coordinator (TAC) & FCIC agency coordinator (FAC) Personnel	Delegate Authority to County Adminstrator to enter into contract
CJIS Florida Dept of Law Enforcement	Criminal Justice Information System	Delegate Authority to County Adminstrator to enter into contract
Clericus	Court Record System	Delegate Authority to County Adminstrator to enter into contract
Coalition for Homeless of Pasco		Delegate Authority to County Adminstrator to enter into contract
D.A.V.I.D	MOU w/ DHSMV - Law Enforcement Agency access to driver & vehicle Information database system (D.A.V.I.D)	Delegate Authority to County Adminstrator to enter into contract
DataWorks Plus	LiveScan vendor contract	Delegate Authority to County Adminstrator to enter into contract
DHSMV	MOU - Dept Highway Safety - Motor Vehicles - In place to provide access to D.A.V.I.D	Delegate Authority to County Adminstrator to enter into contract
Florida Corrections Accreditation (FCAC)	Accreditation	Included for Board Approval
Florida Department of Health	HIV & Hep A/B Testing	Delegate Authority to County Adminstrator to enter into contract
Hernando Sheriff's Office - Inmate Phone Sharing (MOU)	MOU - information sharing agreement for inmate conversations to be shared between LE's.	Delegate Authority to County Adminstrator to enter into contract
Hernando Sheriff's Office	Inmate Housing (Overcrowding)	Delegate Authority to County Adminstrator to enter into contract
IAPro	Internal investigation report tracking	Delegate Authority to County Adminstrator to enter into contract
ICE - U.S. Immigration & Customs Enforcement	Dedicated circuit is provided for the the ICS system. ISA with Dept Homeland Security (DHS) establishing security responsibilities while handling information and members authorized to access this information.	Delegate Authority to County Adminstrator to enter into contract
ISE - Integrated Security Consultants, INC.	Extended annual service contract for the jail cmaera system. Server racks are located in the IT server rom.	Delegate Authority to County Adminstrator to enter into contract
Inmate Calling Solutions, LLC (ICS)	Inmate Telephone Services	Included for Board Approval
JAC (Dept of Juvenile Justice)	Interagency Agreement	Delegate Authority to County Adminstrator to enter into contract
JAC (Dept of Juvenile Justice)	MOU with Department of Corrections	Delegate Authority to County Adminstrator to enter into contract
JIS (Judicial Inquiry System)	Agreement with the Office of the State Courts Administrator (OSCA) for access to criminal history & criminal justice related information.	Delegate Authority to County Adminstrator to enter into contract
Keefe Commissary Network	Commissary Service/Deposit Services	Included for Board Approval
Medical Center of Trinity	Hospital Services	Delegate Authority to County Adminstrator to enter into contract
Nationwide Power	Server room UPS power management company. For the Eaton 9355 20.0000 kVA Serial #BE314IXX09 UPS system.	Delegate Authority to County Adminstrator to enter into contract
Numi Financial	Public Record	Included for Board Approval
Office of the State Attorney	Interagency Agreement	Delegate Authority to County Adminstrator to enter into contract
Pasco County Emergency Management	Emergency Meals	Delegate Authority to County Adminstrator to enter into contract
Pasco County School District	Educational Agreement	Delegate Authority to County Adminstrator to enter into contract
Pasco Hernando College	Corrections Coordinator for Academy	Delegate Authority to County Adminstrator to enter into contract

PURPLE	Interpretation Services	Delegate Authority to County Adminstrator to enter into contract
Regional Medical Center Bayonet	Hospital Services	Delegate Authority to County Adminstrator to enter into contract
SCRS Acquisition Corp		Delegate Authority to County Adminstrator to enter into contract
Securus	Vendor provides dedicated circuit for the Inmate tablets/video communications systems. This is the support agreement for the system.	Delegate Authority to County Adminstrator to enter into contract
Seminole County Sheriff's Office	Housing Inmates	Delegate Authority to County Adminstrator to enter into contract
Sunrise of Pasco County Inc.	Inmate Counseling	Delegate Authority to County Adminstrator to enter into contract
Telerus	Voice Response Application	Included for Board Approval
Trinity Services Group, Inc. (aka Keefe)	Inmate Food Services	Included for Board Approval
University of South Florida	Second Chance Grant	Delegate Authority to County Adminstrator to enter into contract
University of South Florida	Promising Reentry Initiatives and Subagreement	Delegate Authority to County Adminstrator to enter into contract
Vant4ge/Allvest Information Services, Inc.	Inmate Welfare	Included for Board Approval
Veteran Affairs – Chelsea Skillman	Parking Agreement	Included for Board Approval
Veteran Affairs – Kelly Baker	Parking Agreement	Included for Board Approval
Wellpath LLC	Inmate Healthcare	Delegate Authority to County Adminstrator to enter into contract
Westlaw	Legal Material for Inmates	Included for Board Approval

PASCO COUNTY FLORIDA

Purchasing EXCEPTION Form

This form MUST be submitted when a Department intends to utilize an exception to open competition. All backup documentation, including justification for the exception must be submitted with this form.

Buyer/PA: Lynn Kostreles Date: 5/13/24

Req #: _____ Dollar Amount: $1,067,200.00

Vendor: Hernando County Sheriff's Office and Seminole County Sheriff's Office

Description of item(s) or service(s) to be purchased: Inmate Housing via Interlocal Agreements

_____

____ CONFIDENTIAL PURCHASE (complies with detailed requirements stated in Fla. Stat. sec.119.0725) *

Select the appropriate EXCEPTION (Select ONLY 1 of the following: Sole Source, Cooperative, Florida Term Contract, Piggy Back OR Exempt)

____ **Sole Source:** (provide sole source justification and current Sole Source letter from the vendor)

____ **Cooperative Purchase:** Cooperative:_____ Contract #:_____

____ **Florida State Term Contract** (issued by Department of Management Services only) **#:** _____

____ **Piggyback:**

____ Non-DMS Florida Contracts: Agency:_____ Contract #:_____

____ Other Government Contract: Agency:_____ Contract #:_____

X **Exempt Purchase** (Dept. is responsible for verifying the request complies with detailed requirements stated Ordinance Sec. 2-103):

____ b. The Good or Service is subject to a trial program by the County;

____ c. Utilizing a competitive process will be detrimental to timely securing of needed Goods/ Services;

____ d. It is a purchase of Goods or Services related to Cybersecurity as defined in section 119.0725, Florida Statutes *

____ e. There exists only one responsible vendor including one manufacturer or sales representative;

____ f. Although there exists more than one responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the County, will otherwise injure the County's financial interests or will substantially impede the County's administrative functions or the delivery of services to the public;

____ g. Is required to maintain interchangeability or compatibility and available from only one source;

____ h. Is required to standardize or maintain standardization;

____ i. Is required to match materials in use, so as to produce visual harmony;

____ j. Is prescribed by a Professional or Consultant;

____ k. Is required to enable use by a specific individual;

____ l. Is the subject of a change order and/or contract modification when not practical to engage another contractor;

PASCO COUNTY FLORIDA

____	m.	Renewal of software licenses & associated maintenance and support services;
____	n.	Extensions of an existing contracts or renewals of an existing contract;
____	o.	Membership dues/fees for trade, professional, legal, government associations;
____	p.	Conference/workshop registrations, training classes, certification/testing;
____	q.	Speakers, lecturers, musicians, actors/performing artists; artistic services;
____	r.	Maintenance, training, services, parts and/or warranties for existing equipment and systems provided by the original equipment manufacturer (OEM) or sole authorized agent;
____	s.	Franchised garbage service, utilities and other related natural monopolies;
____	t.	Registrations, licenses, certifications, permits, tolls, fees and other regulatory requirements;
__X__	u.	Goods and/or Services provided by other public (government)agencies (including universities);
____	v.	Advertising;
____	w.	Postage and parcel services;
____	x.	Medical and veterinary Goods and Services, and pharmaceuticals;
____	y.	Purchase of library books, reference books and materials;
____	z.	Professional Services;
____	aa.	Legal Services selected by the County Attorney;
____	bb.	Employee recruitment services;
____	cc.	Goods or Services provided by a non-profit organization (as defined by Florida Statute Chapter 617);

Describe the JUSTIFICATION for the selected EXCEPTION:

The Pasco County Detention Center has a need to relieve overcrowding in the facility. The Hernando County Sheriff's Office and the Seminole County Sheriff's Office have capacity in their detention centers to accept additional inmates in order to assist. Sections 163.01 (4) and 163.01 (5), Florida Statues, authorizes local governmental units to ensure the more efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage. Pursuant to Sec 2-103 (b)(1)(u) of purchasing ordinance.

Department Signatures:

Printed	Signature	Date
Stacey A. Jenkins		08/13/26

Purchasing Director Approval:

Printed	Signature	Date

*__Chief Information Officer Approval (required if__ "CONFIDENTIAL ITEM" __or item "d" above is selected):__

Printed	Signature	Date

November 2023

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE SEMINOLE COUNTY SHERIFF'S OFFICE AND THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS FOR HOUSING INMATES IN THE JOHN E. POLK CORRECTIONAL FACILITY

THIS FIRST AMENDMENT of the Interlocal Agreement for Housing Inmates in the John E. Polk Correctional Facility (the AGREEMENT) is made and entered into by and between Dennis M. Lemma, Sheriff, on behalf of the Seminole County Sheriff's Office, hereinafter referred to as "SCSO," a Constitutional Officer of the political subdivision of Seminole County, Florida, whose address is 100 Eslinger Way, Sanford, Florida 32773, and Pasco County Board of County Commissioners, hereinafter referred to as "PASCO," whose address is 8731 Citizen Drive, New Port Richey, Florida 34654.

WHEREAS, the Parties entered into Agreement on September 18, 2022, which is attached hereto and incorporated herein, to house Pasco County Corrections inmates at the John E. Polk Correctional Facility,

WHEREAS, PASCO has a continuing need to relieve overcrowding in their Detention Facility; and

WHEREAS, SCSO has capacity in the John E. Polk Correctional Facility to accept additional inmates in order to assist PASCO; and

WHEREAS, Sections 163.01(4) and 163.01(5), Florida Statutes, authorize local governmental units to ensure the most efficient use of the powers by enabling them to cooperate with other localities on a basis of mutual advantage.

WHEREAS, the Parties hereby agree to renew the AGREEMENT as set forth herein.

NOW THEREFORE, the Parties agree to amend the AGREEEMENT as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Pursuant to Section 3 of the Agreement, the Parties hereby agree to extend the Agreement for an additional two (2) years from the expiration date of September 30, 2025, under like terms.

3. Section 11 is amended to read, PASCO shall pay SCSO a rate of one hundred and six dollars ($106.00) per day per inmate, in accordance with the current approved federal rate, except for any days where PASCO is paying SCSO to house the inmate in a hospital. Any changes to the current rate will be provided in writing with a thirty (30) day written notice.

   PASCO shall additionally reimburse SCSO for all PASCO inmate medical expenses from outside medical professionals and hospital supervision expenses. SCSO invoices for medical expenses shall include an invoice from the medical provider showing the name of the PASCO inmate that received the medical care and the date(s) that such medical care was provided.

4. The terms, covenants, and conditions set forth in the AGREEMENT are hereby ratified and confirmed in their entirety unless changed or modified in this Amendment. The AGREEMENT, as amended, shall remain in full force and effect until the Amendment's expiration on September 30, 2027.

IN WITNESS HEREOF, the Parties hereto have caused this agreement to be executed by the proper officers and officials.

Pasco County Board of
County Commissioners

Kathryn Starkey, Chairman

Date

APPROVED
IN SESSION
AUG 05 2025
PASCO COUNTY
BCC

ATTEST:

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

Seminole County Sheriff's Office

Dennis M. Lemma, Sheriff

05/28/2025
Date

AGREEMENT BETWEEN THE SEMINOLE COUNTY SHERIFF'S OFFICE AND THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS FOR HOUSING INMATES IN THE JOHN E. POLK CORRECTIONAL FACILITY

THIS AGREEMENT is made and entered by and between Dennis M. Lemma, Sheriff, on behalf of the Seminole County Sheriff's Office, hereinafter referred to as "SCSO", a Constitutional Officer of the political subdivision of Seminole County, Florida, whose address is 100 Eslinger Way, Sanford, Florida 32773, and Pasco County Board of County Commissioners, hereinafter referred to as "PASCO", whose address is 8731 Citizens Drive, New Port Richey, Florida 34654.

WITNESSETH

WHEREAS, PASCO has a need to relieve overcrowding in their Detention Facility; and

WHEREAS, SCSO has capacity in the John E. Polk Correctional Facility to accept additional inmates in order to assist PASCO; and

WHEREAS, Sections 163.01(4) and 163.01(5), Florida Statutes, authorizes local governmental units to ensure the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage.

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Purpose. The purpose of this Agreement is to outline the responsibilities of each party involved in the Agreement.

Section 3. Agreement Term. The term of this Agreement will begin upon the date the Agreement is filed with the clerk of the circuit court of Pasco and Seminole counties in accordance with Section 163.01(11), Florida Statutes, and shall end on September 30, 2025 or until such time as SCSO or PASCO desires to end the Agreement in accordance with the termination provision set forth in Section 10 of this Agreement. This Agreement may be extended upon mutual consent in writing by all parties.

Section 4. Cooperation. It is agreed that all parties shall provide all reasonable and necessary cooperation and assistance so as to facilitate the terms of this Agreement.

Section 5. PASCO Responsibilities. PASCO agrees to the following:

a. Provide all PASCO inmate transportation to and from the John E. Polk Correctional Facility.

b. Ensure PASCO inmates to be relocated to the SCSO Correctional Facility meet the following criteria:
    1. Non-violent pre-trial felony inmates who are minimum/medium custody inmates. Sentenced inmates are preferred.
    2. Have no known severe or violent disciplinary issues.
    3. Have no known extensive medical issues.

c. PASCO hereby grants permission to allow all PASCO inmates to work in Seminole County while housed at the John E. Polk Correctional Facility as "inmate workers," who may be called upon to complete various tasks around the Facility, including, but not limited to, maintenance services, cleaning services, laundry services, and kitchen/food preparation.

d. Upon request of SCSO, to remove, within 48 hours, any PASCO inmate who is a discipline problem, has intense medical needs, or is any way disruptive to the operation of the John E. Polk Correctional Facility.

e. Provide hospital supervision to hospitalized PASCO inmates within six (6) hours of notification by SCSO.

f. To remit timely payment to SCSO for PASCO inmates housed by SCSO as delineated in this Agreement.

g. To reimburse SCSO for all PASCO inmate medical expenses from outside medical professionals and hospital supervision expenses while in the custody of SCSO.

Section 6. SCSO Responsibilities. SCSO agrees to the following:

a. To accept up to seventy-five (75) inmates from PASCO on a space available basis, as determined by SCSO.

b. To provide shelter, food, supervision, and medical care to PASCO inmates in SCSO custody.

c. In the event a PASCO inmate suffers a medical emergency, transport the inmate to the nearest hospital and provide hospital supervision for up to six (6) hours.

Section 7. Indemnification. To the extent permitted by law without waiver of sovereign immunity provided in Section 768.28, Florida Statutes, the parties agree to indemnify and hold harmless the other party to the extent they incur liability as a result of any negligence, violation of civil rights, intentional actions, or other fault of the party or its agents, servants or employees arising out of the performance of this Agreement.

Section 8. Governing Law. This Agreement shall be governed by and construed with the laws of the State of Florida. Venue shall be Seminole County for any litigation filed by SCSO and in Pasco County for any litigation filed by PASCO. In the event of a dispute, each party is responsible for their own attorney's fees and costs.

Section 9. Notices. Whenever any party desires to give notice unto the other party, notice may be sent to:

For SCSO:
Laura Bedard, Chief of Corrections
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, Florida 32773

For PASCO:
Stacey Jenkins, Chief Correctional Officer
Pasco County Corrections
20101 Central Blvd
Land O' Lakes, FL, 34637

Section 10. Termination. SCSO or PASCO may terminate this Agreement upon providing ten (10) days written notice to the other party.

Section 11. Compensation. PASCO shall pay SCSO a rate of one hundred and six dollars ($106.00) per day per inmate, except for any days where PASCO is paying SCSO to house the inmate in a hospital. PASCO shall additionally reimburse SCSO for all PASCO inmate medical expenses from outside medical professionals and hospital supervision expenses. SCSO invoices for medical expenses shall include an invoice from the medical provider showing the name of the PASCO inmate that received the medical care and the date(s) that such medical care was provided.

Invoices shall be sent by SCSO on a monthly basis to the following address:

Pasco County Board of County Commissioner
Accounts Payable Dept
PO Box 1554
Dade City, FL 33526-1554

PSO shall remit payment within forty-five (45) days of receipt of invoice to the following address:

Seminole County Sheriff's Office
Attn: Fiscal Services – Special Accounts
100 Eslinger Way
Sanford, Florida 32773

Section 12. Entire Agreement. It is understood and agreed the entire Agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when

expressed in writing, approved by the respective parties, and duly executed on behalf of each party as set forth herein.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

Pasco County Board of County Commissioners

Katherine Starkey, Chairman
Michael J. Carballa
Interim County Administrator
9/12/22

Date

ATTEST:

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

Nichole "Nikki" Alvarez-Sowles
Clerk & Comptroller

Seminole County Sheriff's Office

Dennis M. Lemma, Sheriff

9/12/2022

Date

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** HS26-0019 **DATE:** 6/16/2026

SUBJECT: SHINE Partnership Agreement – Area Agency on Aging of Pasco-Pinellas, Inc. – To Provide Medicare Counselors for Citizens of Pasco County and Counseling Sites – No Funding Required

REFERENCES: Memorandum No. HS21-0122

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Brian Hoben, Director of Community Services

RECOMMENDED BOARD ACTION:

Approve the SHINE Partnership Agreement between Area Agency on Aging Pasco-Pinellas, Inc. and the Pasco County Board of County Commissioners to allow elderly Pasco County residents to receive valuable information and counseling regarding their Medicare eligibility and benefits at County facilities. Authorize the Chairman to execute the four (4) originals of the Agreement, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The Florida Department of Elder Affairs and Florida's eleven local Area Agencies on Aging, through the Serving Health Insurance Needs of Elders ("SHINE") Program, train and certify a network of Medicare and health benefit counselors, mostly volunteers, who provide elders and their families with information, counseling, and assistance regarding health insurance and health benefit options. These services are free of charge or obligation, unbiased, and confidential. Regional SHINE programs, operated under contract through the State's eleven Area Agencies on Aging, supervise and support local SHINE counselors.

The purpose of this Agreement is to ensure the continued implementation of the SHINE Program in Pasco County, as well as to expand the existing partnership between Area Agency on Aging Pasco-Pinellas, Inc.and the BCC. The Human Services Division plans to promote the SHINE program wherever possible and oversee scheduling to ensure County office locations are available for counseling and implementation of this viable program.

This Agreement will allow SHINE volunteers to provide valuable information and counseling assistance to Medicare beneficiaries and their representatives. Pasco County's elderly citizens, particularly the underserved, will also be able to take advantage of prescription assistance and other health benefit savings programs. This Agreement will specifically allow SHINE services to be offered at a variety of Pasco County Government offices, starting with Human Services at the Youth Lane (Port Richey), Land O'Lakes, and Dade City locations. The Agreement will last for one year upon execution and automatically renew for the same term each year thereafter unless terminated by either party.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain one original;

2. Mail three originals to:

Ms. Ann Marie Winter, Executive Director
Area Agency on Aging of Pasco-Pinellas, Inc.
9549 Koger Boulevard
Suite 100, Gadsden Building
St. Petersburg, FL 33702
Telephone (727) 570-9696
Federal ID No. 31-1710636

The AAAPP will execute the three original agreements. Once fully-executed, one agreement will be retained by AAAPP. The two remaining fully-executed agreements are to be returned by AAAPP to the Pasco County Public Services Branch, Human Services Division, Port Richey. Human Services will retain one fully-executed contract and distribute the final contract to Board Records via courier.

ATTACHMENT(S):
1. HS26-0019 SHINE Partnership Agreement

SHINE Partnership Agreement

Between

Area Agency on Aging of Pasco-Pinellas, Inc. And

Pasco County

SECTION I – Purpose

The Florida Department of Elder Affairs (Elder Affairs), through the Serving Health Insurance Needs of Elders (SHINE) Program, trains and certifies a statewide network of Medicare benefit counselors, primarily volunteers who provide free, unbiased information, counseling, and assistance on Medicare and related health insurance options. Local SHINE Programs, operated under contract with Florida's eleven Area Agencies on Aging, oversee and support SHINE counselors in their regions.

This SHINE Partnership Agreement (Agreement) is made and entered into by and between the Area Agency on Aging of Pasco-Pinellas, Inc. and Pasco County, Florida, a political subdivision of the State of Florida by and through its Board of County Commissioners (Pasco County). The purpose of this Agreement is to enhance outreach, education, and enrollment assistance for Medicare beneficiaries who qualify under the Medicare Improvements for Patients and Providers Act (MIPPA). These individuals include those with limited income and resources, and/or those residing in rural areas, who may be eligible for Medicare cost-saving programs such as the Medicare Savings Programs (MSPs), Part D Low-Income Subsidy (LIS/Extra Help), and other preventive and wellness benefits.

This Agreement outlines the shared purpose, goals, and responsibilities under which the Partnership between the Area Agency on Aging of Pasco-Pinellas, Inc. and Pasco County will operate. Specifically, it reflects a joint commitment to expanding MIPPA-related activities aimed at reaching and assisting Medicare beneficiaries who are low-income and/or residing in rural or underserved areas. The goal is to ensure these individuals, their families, and their caregivers receive timely and accurate support in accessing Medicare cost-saving programs and understanding their healthcare benefits.

In consideration of our shared mission to improve the health, well-being, and financial savings of Florida's most vulnerable older adults, the Area Agency on Aging of Pasco-Pinellas, Inc. and Pasco County agree to work collaboratively to enhance the reach and effectiveness of MIPPA outreach, education, and enrollment efforts as follows:

SECTION II - Services

- Pasco County SHALL *(Please check all that apply under this agreement):*
  - ☐ Identify individuals likely eligible for Medicare Part D, LIS or MSP.
  - ☒ Complete training on applicable benefit programs, statutory changes, and target populations.
  - ☐ Provide direct LIS or MSP application assistance.
  - ☒ Refer individuals to the Area Agency on Aging of Pasco-Pinellas, Inc. through the Florida Elder Helpline (1-800-963-5337) for counseling and assistance when a SHINE counselor is not available at the site.

  Support the Area Agency on Aging of Pasco-Pinellas, Inc. in developing or conducting outreach and enrollment activities.
  - ☒ Display or distribute SHINE/MIPPA Program and Medicare related materials.
  - ☒ Provide a space conducive to conducting training and/or educational presentations.
  - ☐ Provide counselors with access to office supplies and equipment to assist with the counseling process.
  - ☒ Provide Internet access at the site location (if necessary).
  - ☒ Provide suitable space to assure privacy when a counselor is serving a client. Continuously publicize services of the SHINE/MIPPA Program through the Partnership and the availability of a SHINE counselor whenever possible.

B. The Area Agency on Aging of Pasco-Pinellas, Inc. SHALL:

- Educate and train staff of the Community Support Provider about MIPPA, Medicare Part D, LIS and MSPs.
- Provide educational materials regarding the MIPPA Program as well as Medicare and related programs.
- Provide highly trained staff and/or volunteers to assist beneficiaries.
- Provide supervision, support, and technical assistance for counselors.
- Ensure that counselors are available at the agreed upon location(s) for minimum number of hours per week.
- Continuously publicize services of the SHINE/MIPPA Program through the Partnership and the availability of a SHINE Counselor, whenever possible.

C. Agreement:

Pasco County agrees that its employees and all other affiliates assisting with the SHINE/MIPPA Program will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule. Pasco County also agrees that any medical records or personal information given to its employees under the arrangements of this Agreement shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Area Agency on Aging of Pasco-Pinellas, Inc.

D. Non-Fund Obligating Document

This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures. There are no such endeavors and added terms.

SECTION III - Contacts

The principal contacts for this agreement are:

Area Agency on Aging of Pasco Pinellas Contact Name: Terry Bowers, Program Manager, Medicare Counseling & Community Outreach Address: 9549 Koger Blvd, St Petersburg, FL 33702 Liaison Phone: 727-570-9696, ext. 259 Liaison Email: terry.bowers@aaapp.org	**Board of County Commissioners of Pasco County, Florida** Contact Name: Brian Hoben, Director, Pasco County Community Services Address: 8600 Galen Wilson Blvd, Port Richey, FL 34668 Phone: 727-847-8100 Email: bhoben@pascocountyfl.net:

SECTION IV - Modification/Termination

Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

Any of the parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration. The parties agree that the Partnership is mutually beneficial and agree to the terms specified herein.

SECTION V - Signatures

This agreement will become effective on the date signed by both parties and remain in effect until terminated by either party upon providing 90 days' prior written notice.

Area Agency on Aging of Pasco-Pinellas, Inc. By: _____ Ann Marie Winter Title: Executive Director Date:	**Board of County Commissioners of Pasco County, Florida:** By: _____ Jack Mariano Title: Chairman Date:

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** HS26-0020 **DATE:** 6/16/2026

SUBJECT: Budget Amendment and Resolution – Project Round-Up – Community Services Department, Human Services Division – Increase in Funding – $17,500.00

REFERENCES: HS17-001, HS18-0118

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Brian Hoben, Director of Community Services

RECOMMENDED BOARD ACTION:

Adopt the Resolution amending the final budget for Fiscal Year 2026 of Project Round-Up and approve Budget Amendment, Journal No. 2026 09 05, in the total amount of $17,500.00. Authorize the Chairman to execute the one (1) provided original of the Budget Resolution, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On October 25, 2016, the Pasco County Board of County Commissioners approved the above-referenced agenda item. Human Services and the Utilities Customer Service Administration Department proposed that all Project Round-Up funds be allocated for Pasco County Utilities bill payments, which would be utilized to assist residents who qualify under the criteria of a new program created by Human Services. The program was conducted in partnership with the Utilities Customer Service Administration Department to screen and qualify Pasco County Utilities customers for assistance with bill payments. Implementation of the Project Round-Up program began in the second quarter of Fiscal Year 2017. In Fiscal Year 2017, the Program provided $5,138.91 in funding assistance; in Fiscal Year 2018, the utilization of the Program has significantly increased by over 50%. As of the end of the third quarter of 2018, the Program has provided $13,274.47 to citizens of Pasco County for utility payment assistance.

The purpose of this amendment is to recognize and appropriate Round-Up Donation Revenue in the amount of $17,500 within the General Fund for use by the Human Services Division of the Community Services Department, in accordance with Section 129.06(2), Florida Statutes. The revenues have already been received through the Round-Up program and will be utilized to assist the growing number of citizens in need.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Upon approval of Budget Amendment, Journal No. 2026 09 05, funding in the amount of $17,500.00 will be budgeted and available in the General Fund, Community Services Department, Human Services Division.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain one original of the Budget Resolution.

ATTACHMENT(S):

1. HS26-0020 Budget Amendment, Journal No. 2026 09 05
2. HS26-0020 Resolution - Budget Amendment, Journal No. 2026 09 05

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION / ACCOUNT DESCRIPTION	ACCOUNT / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2026 09	5	06/01/2026	NEWR	HS26-0020	BUA	BCC 061626	1	2
1	10000690 549003 00000	ORG 10000690	Public Assistance Utilities		10,500.00	17,500.00	28,000.00	
	2001-31505-564000-549003-00000-0000-000000-000-0000		HS ROUNDUP REVENUE	06/01/2026				
2	10000680 369963 00000	ORG 10000680	Round Up		-10,500.00	-17,500.00	-28,000.00	
	2001-31505-369900-369963-00000-0000-000000-000-0000		HS ROUNDUP REVENUE	06/01/2026				
			** JOURNAL TOTAL			0.00		

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. _____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 129.06(2), Florida Statutes provides legal authority and defines how a budget may be amended for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year; and,

WHEREAS, pursuant to Section 129.06(2)(d), Florida Statutes, a receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gifts, or reimbursement for damages, may, by resolution of the board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. Such receipts and appropriations must be added to the budget of the proper fund. The resolution may amend the budget to transfer revenue between funds to properly account for unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that:

1. The Fiscal Year 2026 Final Budget be amended.
2. Revenues and expenses are increased in the amount of $17,500 within the General Fund for Round-Up Donation Revenue recognition for the Human Services Division, Community Services Department.
3. This resolution will take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this _____ day of _____, 2026.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____
JACK MARIANO, CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** LI26-0013 **DATE:** 6/16/2026

SUBJECT: Budget Amendment and Resolution — Pasco County Library System — Recognize Budget from a Citizen Donation — $10,000.00

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Sean McGarvey, Library Director

RECOMMENDED BOARD ACTION:

Approve the attached Budget Amendment, Journal Entry No. 2026 08 1987; authorize the Chairman to execute the one original Resolution provided; adopt the Resolution amending the Final Budget for Fiscal Year 2026, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Annually, Pasco County Library Services uses donated funds to support its operating expenses. On April 23, 2026, the department received a $10,000 donation from a Land O' Lakes Library patron. These funds will be used to purchase mystery and fiction eBooks.

Approval of Budget Amendment, Journal No. 2026 08 1987, and Resolution, in the amount of $10,000.00, will recognize the donations revenue and expense budget for the purpose of library book purchases to expand the existing Library Services collection.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Upon approval of Budget Amendment, Journal No. 2026 08 1987, funding in the amount of $10,000.00 will be budgeted and available in the General Fund, Library Services Department.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain one original.

ATTACHMENT(S):

1. LI26-0013 Budget Amendment, Journal No. 2026 08 1987
2. LI26-0013 Resolution - Budget Amendment, Journal No. 2026 08 1987

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT	LINE DESCRIPTION	EFF DATE				
1	20333070 366000 00000	Library Services	Contribution Private Source	.00	-10,000.00	-10,000.00	
	2001-33000-366000-366000-00000-0000-000000-000-0000		CONTRIBUTION PRIVATE SOURCE 05/19/2026				
2	10001410 566000 00000	ORG 10001410	Library Books	698,000.00	10,000.00	708,000.00	
	2001-33000-571000-566000-00000-0000-000000-LSS-0000		LIBRARY BOOKS 05/19/2026				

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2026 08 1987 05/19/2026 NEWR LI26-0013 BUA BCC 06/16 1 2

** JOURNAL TOTAL 0.00

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. _____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 129.06(2), Florida Statutes provides legal authority and defines how a budget may be amended for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year; and,

WHEREAS, pursuant to Section 129.06(2)(d), Florida Statutes, a receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gifts, or reimbursement for damages, may, by resolution of the board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. Such receipts and appropriations must be added to the budget of the proper fund. The resolution may amend the budget to transfer revenue between funds to properly account for unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that:

1. The Fiscal Year 2026 Final Budget be amended.
2. Revenues and expenses are increased in the amount of $10,000.00 within the General Fund for recognition of private donation funds to purchase ebooks in the Library Services Department.
3. This resolution will take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this _____ day of _____, 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

ATTEST:

_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____
JACK MARIANO, CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PRN26-0060 **DATE:** 6/16/2026

SUBJECT: Accept the Performance Guarantee Surety Bond – EPG Two Rivers QOZP, LLC – Surety Bond No. F361940 – Lodge Grass Boulevard North - No Funding Required

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Keith Wiley, Parks, Recreation & Natural Resources Director

RECOMMENDED BOARD ACTION:

Accept the Performance Guarantee Surety Bond No. F361940, in the amount of $5,416,407.27, along with the applicable rider. Authorize the Chairman to execute the Bond acceptance. Direct Board Records to retain the original Performance Guarantee Surety Bond, and distribute as set forth under the Distribution section below.

Expand the delegation of authority provided to the County Administrator, County Attorney, County Engineer, and Clerk and Comptroller in Resolution No. 25-081, specifically including Sections 2, 3, 4, and 5, to be applicable to Performance Guarantee Surety Bond No. F361940, and the applicable rider.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On September 15, 2021, this Board approved the Two Rivers Master Planned Unit Development (MPUD) zoning amendment (PDD21-7512). One of the MPUD conditions for recreation and open space required the developer to provide a district park site within the MPUD property of not less than 80 upland acres.

On June 17, 2025, the Board of County Commissioners approved the Contract for Sale and Dedication of Park Site (Contract) with EPG Two Rivers QOZP, LLC (Two Rivers) for the sale and dedication of a district park site within the MPUD (Park Site). The Contract also required Two Rivers to construct a shared roadway (the Road) west of the Park Site that will service the Park Site and a school site. Also, pursuant to the Contract, the County agreed to issue Parks and Recreation Facilities Impact Fee Credits in the amount of $1,579,358.33 to Two Rivers for a one-third portion of the design and construction costs of the Road upon the County's receipt of a performance guarantee to ensure the construction of the Road.

The Road, approximately 0.4 miles in length, will be constructed on Pasco County Property Appraiser's Parcel ID No. 28-26-21-0000-00100-0000, north of State Road 56. Two Rivers has provided a surety bond in the amount of 125% of the cost to construct the Road, in the amount of $5,416,407.27.

The delegation of authority in Resolution No. 25-081, related to performance securities and defect securities does not include performance guarantees for this specific type of construction, and therefore the Board's approval is required to accept the surety bond.

Planning, Development, and Economic Growth Department and Parks, Recreation, and Natural Resources Department recommend approval.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain the original of the Performance Guarantee Surety Bond and applicable rider. Electronically to:
   a. Keith Wiley, Parks, Recreation, and Natural Resources Director at kwiley@pascocountyfl.net

ATTACHMENT(S):
1. PRN26-0060 Certificate of Cost Estimate
2. PRN26-0060 Performance Guarantee Surety Bond No. F361940
3. PRN26-0060 Bond Rider
4. PRN26-0060 Risk Management Approval
5. PRN26-0060 Location Map

EXHIBIT A-DA

DEVELOPMENT REVIEW SERVICES
DEVELOPMENT INSPECTIONS
CERTIFICATE OF COST ESTIMATE
PERFORMANCE GUARANTEE
DEVELOPERS AGREEMENT

STATE OF FLORIDA)
) §:
COUNTY OF PASCO)

I, Jordan A. Shrader, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 74798, hereby certify that I have examined the County approved ~~construction~~ plans as shown on application number RZ No. 7512, approved by Pasco County on March 23, 2023, located in Section 28, Township 26 South, Range 21 East, Pasco County, Florida; and that the cost of the improvements ~~lying within the said approved plans,~~ as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for a Performance Guarantee required by the Pasco County Land Development Code and the Developers Agreement.

Schedules	Amount
Schedule IA - Earthwork	$311,325.93
Schedule IB - Road Construction	$1,890,000.00
Schedule IC - Storm Drainage	$300,000.00
Schedule ID - Miscellaneous Items	$1,471,799.89
Subtotal	$3,973,125.81
Schedule IIA - Water Distribution	$270,000.00
Schedule IIB - Sanitary Sewer	$90,000.00
Subtotal	$360,000.00
Total	$4,333,125.81

(Attached Schedules Incorporated by Reference)

The Bond amount equals 125 percent multiplied by the cost of improvements.

1.25 X $4,333,125.81 (Cost) = $5,416,407.27 (Bond)

Approved By:

Patrick Dutter Digitally signed by Patrick Dutter Date: 2025.10.29 08:53:27 -04'00'

Pasco County Development Inspections Department

Date

(SEAL)

Jordan A. Schrader Digitally signed by Jordan A. Schrader Date: 2025.09.26 10:12:44-04'00'

Professional Engineer

09/26/2025

Date

JORDAN A. SCHRADER LICENSE No. 74798 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by JORDAN A. SCHRADER, P.E. on the date adjacent to the seal. Signature must be verified on any electronic copies.

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BOND NO. F361940

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

EPG Two Rivers QOZP, LLC., as **PRINCIPAL**, with a business address of 111 S. Armenia Avenue, Suite 201, Tampa, FL 33609 and telephone number of 813-887-3130 and **Great American Insurance Company** as "**SURETY**," duly authorized to do business in Florida, with a business address of 301 E Fourth Street, Cincinnati, OH 45202, and telephone number of 513-369-5000 are bound to **PASCO COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, herein "**COUNTY**" or "**OBLIGEE**," in the sum of Five Million Four Hundred Sixteen Thousand Four Hundred Seven and 27/100 USD ($5,416,407.27), for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that:

WHEREAS, PRINCIPAL and **COUNTY**, entered into that certain Contract for Sale and Dedication of Park Site, dated June 17, 2025 (the "**Contract**"), for the sale and dedication of a district park site within Two Rivers MPUD (the "**Park Site**") to implement and satisfy the MPUD Park Condition (the "**MPUD Park Condition**"). Capitalized terms not defined herein shall have the meaning given to them pursuant to the Contract.

WHEREAS, pursuant the terms of the **Contract** and the Two Rivers Master Planned Unit Development ("MPUD") Conditions of Approval Rezoning Petition No. PDD21-7512 (RZ-7512), as amended from time to time ("MPUD Conditions"), **PRINCIPAL** shall construct, or cause its designated third-party developer(s)/builder(s) (collectively, the "MPUD Site Developer") to construct the shared roadway west (the "Shared Roadway West") of the Property that will service the Park Site, certain school(s) to be developed by the District School Board of Pasco County, Florida, and potentially an affiliate of **PRINCIPAL**, as depicted on Exhibit B to the Contract (collectively, the "Road" or "Shared Roadway West," further described as "School Access Road (Developer Built)" on Exhibit B to the Contract), together with the storm water ponds, wetland mitigation (including the purchase of any necessary wetland mitigation credits) and flood plain compensation facilities associated with the Road (collectively, the "**Road Work**"). The **Road Work** may include On-Site Work in addition to the Off-Site Work (both as defined in the **Contract**) subject to the terms and conditions of the **Contract**. In no event shall On-Site Work include the Road or any ponds, flood plain compensation or wetland mitigation

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for the Road. The **Road Work** shall be completed no later than the sooner to occur of: (a) the date which is nine (9) months after the date on which the **COUNTY** receives an Environmental Resource Permit approved by the Southwest Florida Water Management District for the site plan for the Park, or (b) January 1, 2028, or as amended, pursuant to the terms of the Contract.

WHEREAS, **PRINCIPAL** shall timely complete construction of the **Road Work**, or ensure its designee timely completes construction of the **Road Work**, regardless of its actual cost, and regardless of whether **PRINCIPAL** (or its designee) is able to obtain contributions from other parties for the other two-thirds (2/3) of the estimated or actual cost of the Road.

WHEREAS the **COUNTY** will issue Mobility Fee Credits to the **PRINCIPAL** in reliance on this security guaranteeing the completion of the **Road Work**, located in Section 28, Township 26 South, Range 21 East, and delineated per the County-approved cost estimate dated September 26, 2025.

NOW THEREFORE, if the **PRINCIPAL** shall fully perform all the covenants and terms of said **Contract**, and complete the **Road Work**, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the **Road Work** to be fully performed or pay to **OBLIGEE** the remaining funds owed the **OBLIGEE** to complete construction of the **Road Work** in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the **Contract**, the **OBLIGEE** shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address above. Payment will be made to the County within thirty (30) days by certified check drawn on behalf of the Board of County Commissioners to 37918 Meridian Avenue, Dade City, Florida 33525.

The Surety does hereby consent to any and all alterations, extensions of time, or other modifications to the Contract for the **Road Work** secured by this bond.

This Surety Bond shall be construed in accordance with the Laws of Florida. It is further understood that should the **OBLIGEE** be required to institute a legal proceeding in order to collect any funds under this Bond, venue shall be exclusively in the Sixth Judicial Circuit in and for Pasco County, Florida and **PRINCIPAL** shall be responsible for any and all attorney's fees and court costs incurred by the **OBLIGEE**.

GREAT AMERICAN INSURANCE GROUP

BOND NO. F361940 FOR: Road Work
(Name of Project)

SIGNED AND SEALED this 29th day of October, 20 25

Great American Insurance Company
Surety Company Name

By: Yu cheng Chiang
Signature – As its Agent
Yu cheng Chiang, attorney-in-fact
Print Name & Title
301 E Fourth Street
Address
Cincinnati OH 45202
City State Zip

WITNESSES OR CORPORATE SEAL

N/A
Signature
N/A
Print Name

N/A
Signature
N/A
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of October, 2025 by Yu cheng Chiang, Attorney-in-Fact (name of officer or agent, title of officer or agent) of Great American Insurance Company (name of corporation acknowledging), a Ohio (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY SEAL:

MARY LANGLEY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 364957
MY COMMISSION EXPIRES MAR. 20, 2027

Notary Public

Mary Langley
Print Name of Notary

GREAT AMERICAN INSURANCE GROUP

My Commission Expires: March 20, 2027

COMPANY'S SIGNATURE FORM

BOND NO. F361940 FOR: Road Work
(Name of Project)

SIGNED AND SEALED this 29th day of October, 2025

By: EPG Two Rivers QOZP, LLC

By: Eisenhower Management, Inc. its manager

(If attorney-in-fact
Attach Power of Attorney)

Signature

NICHOLAS DISTER
Type or Print Name

111 S. ARMENIA AVE
Postal Address

TAMPA FL 33609
City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Robert ter Horst
Print Name

Signature

Kelley Bruce
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of OCTOBER, 2025, by NICHOLAS DISTER as VICE PRESIDENT of Eisenhower Management, Inc., for **EPG Two Rivers QOZP, LLC**, authorized to do business in Florida herein identified as the Principal and who is ☒who is personally known to me OR ☐who has produced _____ as identification and who did (did not) take an oath.

NOTARY SEAL:

TIFFANY JENNINGS
Notary Public - State of Florida
Commission # HH 641324
My Comm. Expires Sep 27, 2028
Bonded through National Notary Assn.

Notary Public

TIFFANY JENNINGS
Print Name of Notary

GREAT AMERICAN INSURANCE GROUP

My Commission Expires: _____

BOND NO. F361940 FOR: Road Work
(Name of Project)

Approved and accepted for and on behalf of Pasco County, Florida, this _____ day of _____, 20_____.

ATTEST:
(SEAL)

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

_____
Chairman

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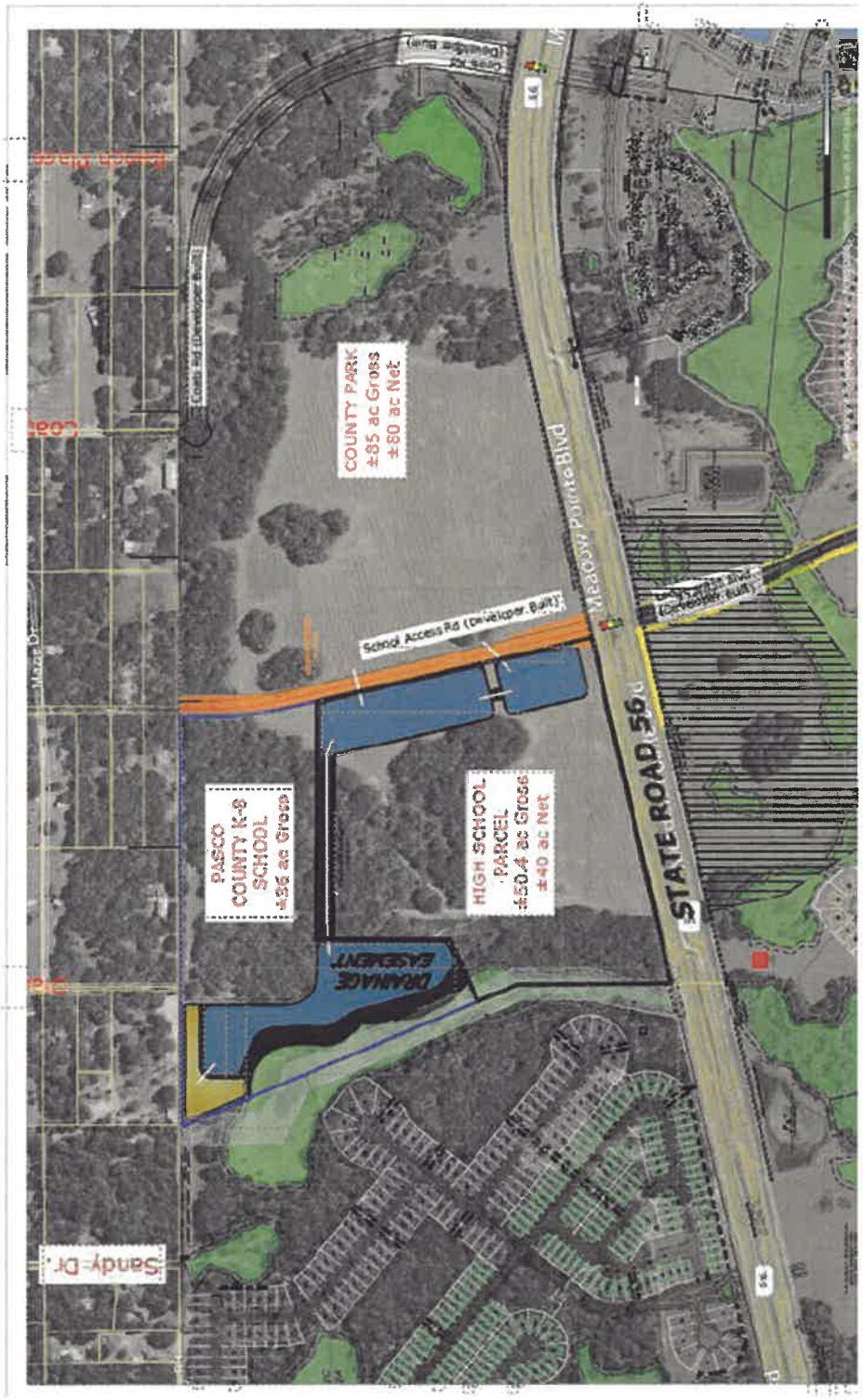
EXHIBIT B
DEPICITON OF THE ROAD



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 21328

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD. JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	$100,000,000
RICHARD P. RUSSO. JR.		
MARY MARTHA LANGLEY		
YU CHENG CHIANG		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE , 2019 .

Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JUNE , 2019 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of October , 2025 .

Assistant Secretary

S1029AI (10/24)

GREAT AMERICAN INSURANCE GROUP

Surety Bond Seal Addendum

Great American Insurance Company

During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company



By _____

Stephen C. Beraha, Assistant Vice President

CONSENT OF SURETY

BOND RIDER

To be attached and made part of E

RECEIVED
NOV 6 2025
Pasco County Attorney's Office

Principal: **EPG Two Rivers QOZP, LLC**

Obligees: **Pasco County, Florida**

Surety: **Great American Insurance Company**

Bond Number: **F361940**

SUBJECT: **Road Work Two Rivers MPUD**

KNOW ALL MEN BY THESE PRESENTS, that the Surety acknowledges and agrees to the following:

The aforesaid Bond shall be and it is hereby amended as follows:

Correct wording from "Mobility Fee" to "Parks and Recreation Facilities Impact Fee".

The referenced bond shall be subject to all its agreements, limitations and conditions, except as herein modified, said Bond shall be and remain in full force and effect.

Effective, signed, sealed and dated this **4th** day of **November, 2025**

EPG Two Rivers QOZP, LLC
Principal (SEAL)

BY:_____

Great American Insurance Company
Surety (SEAL)

BY:_____
Mary Martha Langley, Attorney-in-fact
and Florida Licensed Resident Agent

The Baldwin Group Southeast LLC
Attn: Surety Department
4211 W Boy Scout Blvd, Suite 800
Tampa, FL 33607

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 21328

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD. JR. TANYA L. RUSSO RICHARD P. RUSSO. JR. MARY MARTHA LANGLEY YU CHENG CHIANG	ALL OF TAMPA, FLORIDA	ALL $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE , 2019

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH *day of* JUNE , 2019 , *before me personally appeared* JOHN K. WEBSTER, *to me* known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of November , 2025

Assistant Secretary

GREAT AMERICAN INSURANCE GROUP

Surety Bond Seal Addendum

Great American Insurance Company

During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company



By _____

Stephen C. Beraha, Assistant Vice President

From: Alex S. Davis <asdavis@pascocountyfl.net>
Sent: Monday, November 3, 2025 9:31 AM
To: Dawn Richeal <dricheal@pascocountyfl.net>; Nicki H. Spirtos <nspirtos@pascocountyfl.net>; Frank J. Stancanelli <fstancanelli@pascocountyfl.net>
Subject: FW: Surety Bond Review

Good Morning Team—

Bond F361940 is approved.

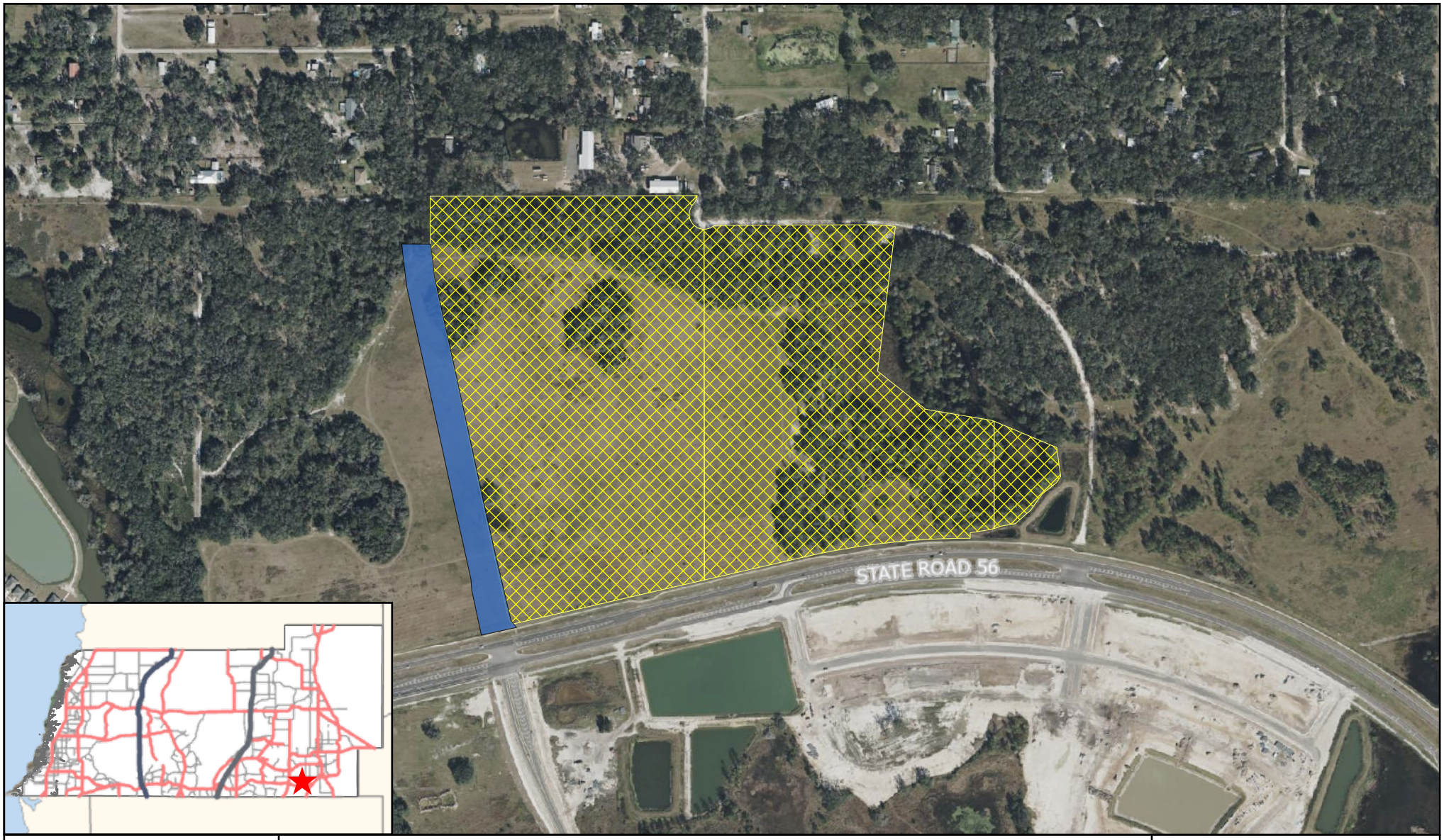
Thank you.

PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

TOP WORK PLACES 2021 USA

Alexander S. Davis
Risk Manager
Pasco County BOCC
P 727-516-1389
7536 State Street, Suite 111
New Port Richey, FL 34654
asdavis@pascocountyfl.net
www.pascocountyfl.net

"Serving our community to create a better future."



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0 200 400 800
Feet

Two Rivers Lodge Grass North Extension Location

Two Rivers Lodge Grass North Extension

Bob Thomas Memorial Park at Two Rivers

Parks, Recreation, and Natural Resources

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** PRN26-0099 **DATE:** 6/16/2026

SUBJECT: Budget Amendment – Parks, Recreation, and Nature Resources Department – Site Security Residence at Crockett Lake Preserve Project – $145,000.00

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Keith Wiley, Parks, Recreation & Natural Resources Director

RECOMMENDED BOARD ACTION:
Approve Budget Amendment, Journal No. 2026 08 905, in the amount of $145,000.00.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:
The Parks, Recreation, and Natural Resources Department (PRNR) is requesting the transfer from the Environmental Lands Acquisition and Maintenance (ELAMP) Penny for Pasco budget to the Site Security Residence at Crockett Lake Preserve Project. This transfer will fund the purchase of a site security residence and related installation and set up costs for the residence.

An on-site security residence located at Crockett Lake Preserve will protect the Preserve from poaching, vandalism, trespassing, unauthorized ATV use, and illegal dumping. Site security residence deters crime and mitigates the potential risks.

Budget Amendment, Journal No. 2026 08 905, will transfer $145,000.00 from ELAMP Land Acquisition Major Project in Penny Environmental Land Fund to provide funding for the purchase and installation of the residence.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Upon approval of Budget Amendment, Journal No. 2026 08 905, funding in the amount of $145,000.00 will be budgeted and available in the Penny Environmental Land Fund, Parks, Recreation, and Natural Resources - ELAMP Department, Project Number 26051.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. PRN26-0099 Budget Amendment Jounral No. 2026 08 905

cc: Amielee Farrell, Budget Director

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT			LINE DESCRIPTION	EFF DATE				
1	10044430	562000	26051	ORG 10044430	Buildings	.00	78,500.00	78,500.00	
	2318-34020-537000-562000-26051-0000-000000-000-0000			INCREASE EXPENSE	05/12/2026				
2	10044430	563000	26051	ORG 10044430	Improvements Other Than Bldgs	.00	66,500.00	66,500.00	
	2318-34020-537000-563000-26051-0000-000000-000-0000			INCREASE EXPENSE	05/12/2026				
3	10044430	565080	ELM01	ORG 10044430	Master Project	14,873,343.05	-145,000.00	14,728,343.05	
	2318-34020-537000-565080-ELM01-0000-000000-000-0000			DECREASE EXPENSE	05/12/2026				
					** JOURNAL TOTAL		0.00		

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2026 08 905 05/12/2026 OTR PRN-0099 BUA BCC 061626 1 1

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PT26-0022 **DATE:** 6/16/2026

SUBJECT: Public Transportation Grant Agreement, Budget Amendment and Resolution – Federal Transit Administration – Section 5339: Rural Bus and Bus Facilities; CFDA No. 20.526 – $129,995.00 (FDOT); No Local Funding Required, Grant Contract No. G3Q02

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Jannina Elkin, Public Transportation Director

RECOMMENDED BOARD ACTION:

Approve the Public Transportation Grant Agreement (Contract No. G3Q02) and adopt the Resolution authorizing Pasco County to accept Federal Transit Administration (FTA) Section 5339: Rural Bus and Bus Facilities funding through Florida Department of Transportation (FDOT). In addition, approve the Budget Amendment, Journal No. 2026 09 10, in the amount of $129,995.00 and adopt the budget resolution, Pasco Grant No. G26R00, Project 23029. Authorize the Chairman to execute the original Public Transportation Grant Agreement and two Resolutions provided, and direct Board Records to distribute as set forth in the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Pasco County Public Transportation (GoPasco) receives an annual formula funding apportionment from the FTA's Rural Bus and Bus Facilities Formula Grant Program through FDOT. This funding is designed to provide capital funding for public transportation projects, including the replacement, rehabilitation, or purchase of buses and related equipment as well as the construction or improvement of bus-related facilities. Activities can include procurement, construction, project management, and ensuring compliance with ADA, and all applicable federal, state, and local requirements.

Section 5339 funding has a twenty percent (20%) match requirement, but the local match will be covered by the FDOT Toll Revenue Credits in the amount $32,499.00.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Upon approval of Budget Amendment, Journal No. 2026 09 10, funding in the amount of $129,995.00 will be budgeted in the Grants Fund, Public Transportation Department, Pasco Grant No. G26R00, Project 23029. No local funding is required.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain one original.

2. Forward, electronically, the Grant Agreement with Resolution for FDOT's electronic signature (Via DocuSign) to:

    a. Ashley Crespo – acrespo@gopasco.com
    b. Caron Watkins – Caron.Watkins@dot.state.fl.us
    c. Rebecca Mosley – rmosley@pascocountyfl.net

3. Forward, electronically, the Budget Resolution to:
    a. Ashley Crespo – acrespo@gopasco.com
    b. Rebecca Mosley – rmosley@pascocountyfl.net

FDOT will return the fully executed agreement to Board Records for retention.

ATTACHMENT(S):

1. PT26-0022 Section 5339 Grant Agreement (G3Q02) (One Original)
2. PT26-0022 Section 5339 Resolution (One Original)
3. PT26-0022 Budget Amendment, Journal No 2026 09 10
4. PT26-0022 Resolution - Budget Amendment, Journal No 2026 09 10 (One Original)

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DU	FLAIR Category:	088774
457433-1-94-25		Work Activity Code/Function:	215	Object Code:	780000
		Federal Award Identification Number (FAIN) – Transit only:	1001-2025-7	Org. Code:	55301000943
				Vendor Number:	F596000793001
Contract Number:	G3Q02	Federal Award Date:			
CFDA Number:	20.526	Agency UEI Number:	LNBJT4UX78P8		
CFDA Title:	Section 5339: Rural Bus and Bus Facilities				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Pasco County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Engineering, Design, Construction/Rehabilitation/Renovation of Bus and Bus Facilities, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   Aviation
   Seaports
   X **Transit**
   Intermodal
   Rail Crossing Closure
   Match to Direct Federal Funding (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   *Exhibit B1: Deferred Reimbursement Financial Provisions
   *Exhibit B2: Advance Payment Financial Provisions
   X *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices

X Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
*Exhibit G: Audit Requirements for Awards of State Financial Assistance
X *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
X *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $129,995. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $129,995 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files

shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and

state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period.

The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the

PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the

Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the

contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Pasco County Board of County Commissioners

By: _____

Name: Jack Mariano

Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Kelli Bradley

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Martin D Hernandez

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): GoPasco will utilize FTA Section 5339 Rural funds under ALI 11.44.01 (Scope 114-00: Bus and Bus Facilities) to rehabilitate and/or renovate an existing transit administrative facility. Improvements will support safe, efficient operations and maintain the facility in a state of good repair.

B. Project Location (limits, city, county): Pasco County Board of County Commissioners/Port Richey, FL/Pasco
☐ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The project includes the rehabilitation and/or renovation of an existing administrative building. Activities include procurement, construction, project management, and ensuring compliance with ADA, and all applicable federal, state, and local requirements.
This award includes Toll Development Credits provided by FDOT as local match in the amount of $32,499.

D. Deliverable(s): Progress Reports will be submitted, reviewed, and evaluated with each invoice or every six months, whichever comes first.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
457433-1-94-25	DU	088774	2026	780000	20.526	Bus and Bus Facilities	$129,995.00
	Total Financial Assistance						$129,995.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$0.00	$0.00	$129,995.00	$129,995.00	0.00	0.00	100.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$0.00	$0.00	$129,995.00	$129,995.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	114-00; 11.44.01
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Caron Watkins

Department Grant Manager Name

Signature Date

EXHIBIT B3*

ALTERNATIVE ADVANCE PAY FOR FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5310, 5311, 5339 PROGRAMS AND FDOT STATE FUNDED PROGRAMS FOR PUBLIC TRANSIT

1. The Agency must submit its invoice to the Department within 5 business days of the receipt of the invoice from the Vendor. The invoiced amount to the Department for transit related vehicles and/or equipment eligible under the FTA's Section 5310, 5311 and 5339 programs or FDOT State Funded Programs for Public Transit cannot exceed the Department's participation amount on Item 9 (b) of this agreement.

2. All invoices submitted to the Department must provide complete documentation, including a copy of the Vendor's invoice(s) and proof of vehicle and/or equipment delivery and acceptance by the Agency, to substantiate the cost on the invoice.

3. The Agency must certify on each invoice that the costs from the vendor are valid and have been incurred by the Vendor.

4. Within twenty (20) business days of receipt of payment from the Department, the following actions must be completed:

a. The Agency must submit their payment to the vendor.
b. Complete Exhibit I - Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor.

Note: Exhibit I – Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor will be initiated by the Department through DocuSign at the time payment from the Department has been made to the Agency. The DocuSign will be routed to the Agency and the Vendor. Each party will acknowledge the certification where applicable.

*This Exhibit is for use only when purchasing transit related vehicles and/or program eligible equipment. Must have preapproval from the Department of Financial Services (DFS).

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Section 5339: Bus & Bus Facilities Formula Program)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

The Agency as the "subrecipient" shall comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance as outlined in the current FTA Master Agreement and 2 CFR Part 200, including but not limited to:

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with 49 U.S.C. 5339, 49 U.S.C. 5339, and Section 341.051(1)(a), F.S.

2. **Alcohol Misuse and Prohibited Drug Use.** The Agency shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR 655.

3. **Adherence to Certifications and Assurances.** The Agency shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5339 funds.

4. **Formula Information.** This program is authorized under 49 U.S.C. 5339/, Federal Transit Administration Circular Rural Areas Formula Grant Program Circular 9040.1H, as amended. Said circular, Chapter III, Section 3, outlines the formula for federal apportionments under this program.

5. **FTA Compliance.**. The Agency shall at all times comply with all applicable Federal Transit Administration ("FTA") regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the FDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to so comply shall constitute a material breach of this contract.

6. **Nondiscrimination.** The Agency assures the project will be completed in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

7. **Seat Belt Use.** The Agency agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. § 402.

8. **Distracted Driving.** The Agency agrees to comply with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 23 U.S.C. § 402 note and U.S. DOT Order 902.10, "Text Messaging While Driving and the U.S. DOT Special Provision pertaining to Distracted Driving.

9. **Buy America.** The Agency agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(j) and 49 CFR 661 if using the funds granted under this agreement for rolling stock purchases. The recipient also agrees to comply with the pre-award and post-delivery requirements outlined in 49 CFR 661.12.

10. **Clean Air and Water Pollution Acts.** The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, codified at 33 U.S.C. 1251 et seq., as amended, if the agreement exceeds $150,000.

11. **Anti-Lobbying.** The Agency agrees to comply with the requirements pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5). U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended and other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature.

    Bonding Requirements. If this agreement is for a construction project over $250,000 the recipient must adhere to FTA's bonding requirements 2 CFR 200.326 as outlined in the Best Practices Procurement Manual.

12. **Solid Waste.** Where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, the Agency agrees to comply with all the requirement of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act , 49 U.S.C. 6962, as amended, including but not limited to the regulatory provisions of 40 CFR 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247. Sample language can be found in the Department's "Procurement Guidance for Transit Agencies."

13. **Employee Relations (Davis-Bacon Act and Copeland Anti-Kickback Act).** The Agency agrees to comply with the Davis-Bacon and Copeland Anti-kickback Acts as codified at 40 U.S.C. 3141 et seq. and 18 U.S.C. 874 for any agreement exceeding $2,000. Sample language can be found in the Department's "Procurement Guidance for Transit Agencies."

14. **Employee Relations (Contract Work Hours and Safety Standards).** For any contract over $100,000 the Agency agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq.

15. **Transit Employee Protective Agreements.** The Agency agrees to comply with the Transit Employee Protective Agreements, codified in 49 U.S.C. 5339 and 29 CFR 215.

16. **Breaches and Dispute Resolution.** The Agency agrees to include "Breaches and Dispute Resolution" language in all third-party agreements in compliance with 2 CFR 200 and FTA Circular 4220.1E or subsequent revisions

17. **Compliance with FTA Terms and Conditions.** The Agency shall not perform any act, fail to perform any act, or refuse to comply with any FDOT requests which would cause the Agency to be in violation of the FTA terms and conditions.

18. **Annual Safety Certification.** In accordance with Section 341.061, F.S., and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification stating that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan and has performed annual safety inspections of all buses operated.

19. **Disadvantaged Business Enterprises (DBE).** This grant is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by* Disadvantaged Business Enterprises *in Department of Transportation Financial Assistance Programs*. The Agency must complete biannual DBE reports and submit them to the Department by May 1 and November 1 annually.

20. **FTA Drug and Alcohol Regulation.** The direct recipient of Section 5339 funds is responsible for ensuring that any entity providing transportation services on its behalf is in compliance with the FTA Drug and Alcohol Program, codified at 49 C.F.R. Part 655. If a transit system serves only to pass through non-FTA funding to

another transportation agency, the latter is not covered by the regulations. Those pass-through funds must be clearly identified and distinct from other FTA funds.

21. **Special Requirements.** Capital items purchased with these grant funds will require approval by the Department prior to completing your purchases.

22. **Bus shelters and stops.** In keeping with the current policy of the Department, placement of bus shelters and stops are to be coordinated with the Department District Bicycle/Pedestrian Coordinator prior to installation.

23. **Transit Vehicle Inventory Management.** The Agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311 or Section 5339 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Departmental programs.

24. **Build America, Buy America Act (BABA).** For all construction contracts, the Agency agrees to comply with the Build America, Buy America Act (BABA) requirements in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. G §§ 70901-27, as implemented at 2 CFR Part 184.

25. **Special EEO Provision for Construction.** For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Agency agrees to comply with the requirements of 41 CFR 60-1.4(b). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

26. **Veterans Preference.** For all construction contracts, as provided in 49 U.S.C. § 5325(k), to the extent practicable, the Agency will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108.

27. **Project Management Plan.** For all major capital projects, the Agency agrees to develop a project management plan that details their strategies to control the Project scope, budget, schedule and quality, in compliance with 49 CFR 633.

28. **Seismic Safety.** For construction contracts of new or existing buildings, the agency agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, et seq., and U.S. DOT regulations, "Seismic Safety," 49 CFR Part 41, specifically, 49 C.F.R. § 41.117.

29. **Construction Plans and Specifications.** For all construction contracts, the Agency agrees to comply with all applicable statutes, regulations, and requirements, and follow FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.

30. **Review of Technical Plans and Specifications.** For all construction contracts, the agency agrees to permit FTA and/or the State to review, as deemed necessary by FTA and/or the State, the technical plans and specifications.

31. **Engineering Supervision at Construction Sites.** For all construction contracts, the Agency agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the

completed work conforms to the plans and specifications and that the intent of the scope of the Project is carried out.

-- ***End of Exhibit E*** --

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

Exhibit E2

PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.

2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:

    a. a brand or logo of the public transit provider,
    b. the official seal of the jurisdictional governmental entity, or
    c. a state agency public service announcement.

3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

- End of Exhibit E2 -

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT H

AUDIT REQUIREMENTS FOR AWARDS OF FEDERAL FINANCIAL ASSISTANCE

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.526
CFDA Title: Section 5339: Rural Bus & Facilities

***Award Amount:** $129,995
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate:
****Award is for R&D:** No

*The federal award amount may change with amendments
**Research and Development as defined at 2 CFR §200.87

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse.xhtml

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse.xhtml

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

EXHIBIT I

CERTIFICATION OF DISBURSEMENT OF PAYMENT TO VEHICLE AND/OR EQUIPMENT VENDOR

DATE:

Agreement No (PTGA):

FM#: 457433-1-94-25

PART I: Agency Acknowledgement Section

Pasco County Board of County Commissioners, as the "Agency" for the above referenced agreement, hereby certifies that 100% of the total payment
_____for _has been submitted to , on .

Agency's failure to certify or a falsification may impact future awards and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

Agency Authorized Official Name:_____

Agency Signature:_____

PART II: Vendor Acknowledgement Section

, having interest in the above referenced agreement has received 100% of its payment(s) for all equipment furnished under this agreement on _from Pasco County Board of County Commissioners .

Vendor Authorized Official Name:_____

Vendor Signature:_____

Exhibit I – Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor will be initiated by FDOT through Docusign at the time payment from FDOT has been made to the Agency. The DocuSign will be routed to the Agency and the Vendor. Each party will acknowledge the certification where applicable and must be completed within 20 business days from Agency's receipt of payment from FDOT.

UEI Confirmation

SAM.GOV®

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
LNBJT4UX78P8	**3LVD3**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Dec 3, 2026**	
Physical Address	Mailing Address	
8731 Citizens DR **New Port Richey, Florida 34654-5572** **United States**	**8731 Citizens DR** **New Port Richey, Florida 34654-5572** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 12	**(blank) / (blank)**	**www.pascocountyfl.net**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 5, 2025	**Dec 3, 2025**	**Nov 17, 2003**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 2, 1887	**Sep 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**3LVD3**

Points of Contact

Electronic Business

Amielee Farrell, Budget Director

7536 State ST.
New Port Richey, Florida 34654
United States

Government Business

Amielee Farrell, Budget Director

7536 State ST
New Port Richey, Florida 34654
United States

Dan Risola, Asst. Budget Director

7536 State ST.
New Port Richey, Florida 34654
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. _____**

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AUTHORIZING PASCO COUNTY PUBLIC TRANSPORTATION TO ACCEPT FEDERAL TRANSIT ADMINISTRATION (FTA) 5339 FUNDING FOR RURAL BUS AND BUS FACILITIES THROUGH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

WHEREAS, the Board of County Commissioners of Pasco County, Florida has the authority to apply for and accept FDOT funding under FTA's Section 5339: Rural Bus and Bus Facilities.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled, that:

1. The WHEREAS Clauses above are hereby incorporated by reference and made a part of this Resolution.
2. The Board of County Commissioners approves the acceptance of FTA funding through FDOT to be utilized by the Pasco County Public Transportation Department.
3. Jack Mariano, Chairman of the Board of County Commissioners of Pasco County, Florida, is hereby authorized to sign this resolution for the acceptance of FTA funding through FDOT.
4. The Board of County Commissioners of Pasco County, Florida hereby authorizes the Pasco County Public Transportation Director, or Designee, to sign any and all assurances, reimbursement invoices, warranties, certifications, and any other documents which may be required in connection with the acceptance of FDOT funding.

DONE AND RESOLVED in regular session with a quorum present and voting this _____ day of _____, 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____
JACK MARIANO, CHAIRMAN

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION / ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT	LINE DESCRIPTION	EFF DATE			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND				
2026 09	10	06/16/2026	GRANT	PT26-0022	BUA	BCC 061626	1	2				
1	21343079	331420	23029	Public Transportation	Fed Grant - Mass Transit			.00	-129,995.00	-129,995.00	
	2189-34500-331420-331420-23029-0000-G26R00-000-0000				G3QO2 5339 FY26		06/16/2026				
2	21345960	562005	23029	Public Transportation	Buildings-Architecture/Design			.00	129,995.00	129,995.00	
	2189-34500-544000-562005-23029-0000-G26R00-000-0000				G3QO2 5339 FY26		06/16/2026				
					** JOURNAL TOTAL				0.00		

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. _____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 129.06(2), Florida Statutes provides legal authority and defines how a budget may be amended for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year; and,

WHEREAS, pursuant to Section 129.06(2)(d), Florida Statutes, a receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gifts, or reimbursement for damages, may, by resolution of the board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. Such receipts and appropriations must be added to the budget of the proper fund. The resolution may amend the budget to transfer revenue between funds to properly account for unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that:

1. The Fiscal Year 2026 Final Budget be amended.
2. Revenues and expenses are increased in the amount of $129,995.00 within Grant Fund for the execution of Pasco Grant No. G26R00 (Contract G3Q02), CSFA No. 20.526, project 23029. Funding is for the purposes of Engineering, Design, Construction/ Rehabilitation/ Renovation of Bus and Bus Facilities within the Pasco County Public Transportation (GoPasco) Department.
3. This resolution will take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this _____ day of _____, 2026.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____
JACK MARIANO, CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PT26-0023 **DATE:** 6/16/2026

SUBJECT: Budget Amendment and Resolution – Federal Transit Administration (FTA) – FY 2023-2024 Section 5307 Formula Grant Award – $14,068,948.00 (FTA); $940,000 (County)

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Jannina Elkin, Public Transportation Director

RECOMMENDED BOARD ACTION:

Approve Pasco County Public Transportation (GoPasco) to expend the grant funds pursuant to the terms of the awards. Approve the corresponding Budget Amendment, Journal No. 2026 09 11, in the amount of $15,008,948.00 and adopt the Budget Resolution to Pasco Grant No. G26P00. Authorize the Chairman to execute the one original Resolution provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

GoPasco receives annual funding from the FTA through the Section 5307 Urbanized Area Formula Grants Program for both large and small urbanized areas. GoPasco applied for and was awarded the FY23/FY24 Section 5307 Urbanized Area Formula grant on April 16, 2026. The award was executed on April 21st and was brought to the Board of County Commissioners as a Noted Item on May 19, 2026.

The FTA Section 5307 Urbanized Area Formula Grant Funds can include funding for vehicle purchases, ADA transportation, preventive maintenance, planning, computer hardware & software, purchase/lease of miscellaneous support equipment, purchase/install passenger amenities, computers, and office equipment. Other grant items include security equipment, employee education/training, operating assistance funds, contingency funding, and project administration funding. The funding has different match requirements depending on the use of the funding.

Total funding comprises a local match of $940,000.00 and FTA funding in the amount of $14,068,948.00. The total funded amount is $15,008,948.00.

GoPasco received Florida Department of Transportation (FDOT) Transportation Development Credits in the amount of $3,077,236 to cover the local match requirements for capital projects. The operational costs have a 50 percent FTA and 50 percent local match requirement.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Upon approval of the Budget Amendment, Journal No. 2026 09 11, funding in the amount of $15,008,948.00 will be budgeted and available in the Grants Fund, Public Transportation Department, Pasco Grant No. G26P00. The local match in the amount

of $940,000 is budgeted and available in the Multi-Modal Transportation Fund, Public Transportation Department.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain one original.

2. Forward, electronically, the Budget Resolution to:

   a. Ashley Crespo – acrespo@gopasco.com
   b. Rebecca Mosley – rmosley@pascocountyfl.net

ATTACHMENT(S):
1. PT26-0023 FTA FY 2023-2024 Section 5307 FL-2026-016-00 (NI26-0803)
2. PT26-0023 Resolution Budget Amendment, Journal No. 2026 09 11 (One Original)
3. PT26-0023 Budget Amendment, Journal No. 2026 09 11

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Award

Federal Award Identification Number (FAIN)	FL-2026-016
Award with Amendment Number	FL-2026-016-00
Temporary Application Number	5318-2024-1
Award Name	FY 2023 and FY 2024 5307 UZA Small and Large Urban and Non Fixed Route ADA Paratransit Services; Pasco Co, Tampa/St. Petersburg UZA, FL
Award Status	Active (Executed)
Budget Revisions	0

Period of Performance Start Date	4/16/2026		
Original Period of Performance End Date	3/30/2036		
Current Period of Performance End Date	3/30/2036	Revision #: 0	Approved?: Yes

Budget Period Start Date	4/16/2026
Budget Period End Date	3/30/2036

Part 1: Recipient Information

Name: PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
5318	County Agency	PASCO COUNTY BOARD OF COUNTY COMMISSIONERS	LNBJT4UX78P8	069677953

Location Type	Address	City	State	Zip
Physical Address	8731 CITIZENS DR	NEW PORT RICHEY	FL	34654
Mailing Address	8731 CITIZENS DR	NEW PORT RICHEY	FL	34654

Union Information

Union Name	NONE
Address 1	
Address 2	
City	
State	
Zipcode	
Contact Name	NO UNIONS
Telephone	
Fax	
E-mail	
Website	

Part 2: Award Information

Title: FY 2023 and FY 2024 5307 UZA Small and Large Urban and Non Fixed Route ADA Paratransit Services; Pasco Co, Tampa/St. Petersburg UZA, FL

Award with Amendment Number	Award Status	Award Type	Award Cost Center	Date Created	Last Updated Date	From TEAM?
FL-2026-016-00	Active (Executed)	Grant	Region 4	4/5/2024	4/5/2024	No

Award Executive Summary
This is a FY23/FY24 Section 5307 Urbanized Area Formula grant in the amount of $14,068,948 for Pasco County (GoPasco).

The funds are comprised of split letter allocations from Tampa's Large Urbanized Area (LU) and FDOTs Small Urban amounts.

The grant requests $4,322,999 from FY2023 Section 5307 Large Urban funds (which includes Tbarta's reallocation funds) and $1,310,264 from FY2023 Section 5307 Small Urban funds provided by FTA.

The grant also request $7,200,232 from FY2024 Section 5307 Large Urban funds and $1,235,453 from FY2024 Section 5307 Small Urban funds provided by FTA.

TBARTAs reallocation is reflected in the FY23 Tampa's Pot $4,322,999 (FY23 5307 Split Letter Apportioned amount: $3,901,417 and Tbarta's reallocated amount: $421,582)

The requested amount does not exceed Pasco County's regional allocation of the FY2023 and FY2024 available apportionment and the total non-federal share in the amount of $3,077,236 is provided by Transportation Development Credit. Toll Revenue Credits of $3,077,236 was approved on 8/12/25 by the State of Florida to be used for the 20% "soft match."

For the FY2023 and FY2024 5307 Large Urban apportionment, the non-federal share in the amount of $2,440,806 will be provided by the Transportation Development Credit.

For the FY2023 and FY2024 5307 Small Urban apportionment, the non-federal share in the amount of $636,430 will be provided by the Transportation Development Credit.

The current allocation agreement between the three transit agencies in this region was provided to FTA on May 28, 2018. This agreement definitively outlines the applicable split allocation between Pasco County (GoPasco), Hillsborough Area Regional Transit (HART), and Pinellas Suncoast Transit Authority (PSTA).

The Governor of Florida, through FDOT, approved the Pasco County Board of County Commissioners as the designated recipient of the small urbanized program funds on April 28, 2003 and the FTA Region IV Administrator subsequently accepted this designation on May 8, 2003 and again on August 4, 2006. Funds for this grant will be used to upgrade the GoPasco system.

Additionally, funds from this grant will be used to acquire an Intelligent Transportation System (ITS), replacement buses, farebox maintenance, bus maintenance, and operations. The funding will also support our complementary ADA mandated service, maintenance of vehicles and the operations of service. Funds from the grant may be used in conjunction with other grant opportunities to fund projects.

GoPasco, as a direct recipient, will administer the grant funding which will not be used for research and development.

This FY23/24 grant is intended to be used from date of grant award until March 30, 2036 (5 years after last milestone).

1% for Security Requirement (5307 ONLY): GoPasco intends to purchase upgraded security cameras and equipment for all of our buses using ALI 11.32.07 ($140,690).

0.75% for Safety Requirement (5307 ONLY): In addition to the security cameras (ALI 11.32.07) GoPasco will be purchasing newer vehicles that include modernized safety equipment that will allow for a safer trip for the customer. GoPasco also conducts periodic safety training.

The Recipient, GoPasco, or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1G (Third Party Contracting Guidance).

In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirement may apply.

Frequency of Milestone Progress Reports (MPR)
Quarterly

Frequency of Federal Financial Reports (FFR)
Quarterly

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
The de minimus indirect cost rate is applied to this application.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this grant is to provide assistance for maintenance, operations, fare boxes, rolling stock and other projects.

Activities to be performed:
We anticipate purchasing replacement rolling stock, preventive maintenance, and continuing to improve our operations through the funding of salaries.

Expected outcomes:
We expect to have an improved customer experience by purchasing and maintaining a more modern fleet and continuing to fund our operations.

Intended beneficiaries:
GoPasco, Pasco County residents and visitors and the riders that rely on its service will benefit from these implementations.

Subrecipient Activities:
N/A

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Guanying	Lei	General Engineer	guanying.lei@dot.gov	(404) 865-5615
Jason	Morgan	Community Planner	jason.morgan1@dot.gov	404 865 5619
Doug	Steiger	Assistant Director	dsteiger@gopasco.com	(727) 834-3200

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$14,068,948
Local			$940,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$3,077,236
Adjustment			$0
Total Eligible Cost			**$15,008,948**

Award Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
FL-2026-016-01-00	111-00 (111-A2)	BUS - ROLLING STOCK		$4,376,707.00	$0.00	$4,376,707.00	6
FL-2026-016-01-00		11.12.02	BUY REPLACEMENT 35-FT BUS	$2,560,000.00	$0.00	$2,560,000.00	4
FL-2026-016-01-00		11.12.02	BUY REPLACEMENT 35-FT BUS	$1,816,707.00	$0.00	$1,816,707.00	2
FL-2026-016-01-00	113-00 (113-A3)	BUS - STATION/STOPS/TERMINALS		$240,690.00	$0.00	$240,690.00	50
FL-2026-016-01-00		11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	$140,690.00	$0.00	$140,690.00	30
FL-2026-016-01-00		11.32.10	ACQUIRE - BUS PASSENGER SHELTERS	$100,000.00	$0.00	$100,000.00	20
FL-2026-016-01-00	114-00 (114-A4)	BUS: SUPPORT EQUIP AND FACILITIES		$5,445,834.00	$0.00	$5,445,834.00	42

FL-2026-016-01-00		11.42.08	ACQUIRE - ADP SOFTWARE	$146,000.00	$0.00	$146,000.00	2
FL-2026-016-01-00		11.42.11	ACQUIRE - SUPPORT VEHICLES	$200,000.00	$0.00	$200,000.00	4
FL-2026-016-01-00		11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	$174,347.00	$0.00	$174,347.00	15
FL-2026-016-01-00		11.44.03	REHAB/ RENOVATE - ADMIN/MAINT FACILITY	$4,829,487.00	$0.00	$4,829,487.00	1
FL-2026-016-01-00		11.44.10	REHAB/ RENOVATE - MOBILE FARE COLL EQUIP	$96,000.00	$0.00	$96,000.00	20
FL-2026-016-01-00	117-00 (117-A5)	OTHER CAPITAL ITEMS (BUS)		$90,000.00	$22,500.00	$112,500.00	0
FL-2026-016-01-00		11.79.00	PROJECT ADMINISTRATION	$40,000.00	$10,000.00	$50,000.00	0
FL-2026-016-01-00		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$50,000.00	$12,500.00	$62,500.00	0
FL-2026-016-01-00	300-00 (300-A6)	OPERATING ASSISTANCE		$900,000.00	$900,000.00	$1,800,000.00	0
FL-2026-016-01-00		30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	$900,000.00	$900,000.00	$1,800,000.00	0
FL-2026-016-01-00	442-00 (442-A7)	METROPOLITAN PLANNING		$470,000.00	$17,500.00	$487,500.00	0
FL-2026-016-01-00		44.21.00	PROGRAM SUPPORT ADMINISTRATION	$70,000.00	$17,500.00	$87,500.00	0
FL-2026-		44.22.00	GENERAL DEVELOPMENT/	$400,000.00	$0.00	$400,000.00	0

016-01-00		COMPREHENSIVE PLANNING				
FL-2026-016-02-00	117-00 (117-A1)	OTHER CAPITAL ITEMS (BUS)	$2,545,717.00	$0.00	$2,545,717.00	0
FL-2026-016-02-00	11.7A.00	PREVENTIVE MAINTENANCE	$2,545,717.00	$0.00	$2,545,717.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
FL-90-Y328	FL-2026-016-02-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A1	120000	Florida	2023.2J.90.91.2	09	Urbanized Area Formula Grants	$1,310,264	$1,310,264
FL-90-Y328	FL-2026-016-02-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A1	120000	Florida	2024.2J.90.91.2	09	Urbanized Area Formula Grants	$1,235,453	$1,235,453
FL-90-Y328	FL-2026-016-01-00	METROPOLITAN PLANNING	442-00 (442)	A7	120620	Tampa-St. Petersburg, FL	2023.2J.90.91.2	09	Urbanized Area Formula Grants	$470,000	$470,000
FL-90-Y328	FL-2026-016-01-00	OPERATING ASSISTANCE	300-00 (300)	A6	120620	Tampa-St. Petersburg, FL	2023.2J.90.91.2	09	Urbanized Area Formula Grants	$900,000	$900,000
FL-90-Y328	FL-2026-016-01-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A5	120620	Tampa-St. Petersburg, FL	2023.2J.90.91.2	09	Urbanized Area Formula Grants	$90,000	$90,000
FL-90-Y328	FL-2026-016-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A4	120620	Tampa-St. Petersburg, FL	2023.2J.90.91.2	09	Urbanized Area Formula Grants	$2,862,999	$2,862,999
FL-90-Y328	FL-2026-016-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A4	120620	Tampa-St. Petersburg, FL	2024.2J.90.91.2	09	Urbanized Area Formula Grants	$2,582,835	$2,582,835
FL-90-Y328	FL-2026-016-01-00	BUS - STATION/STOPS/TERMINALS	113-00 (113)	A3	120620	Tampa-St. Petersburg, FL	2024.2J.90.91.2	09	Urbanized Area Formula Grants	$240,690	$240,690

FL-90-Y328	FL-2026-016-01-00	BUS - ROLLING STOCK	111-00 (111)	A2	120620	Tampa-St. Petersburg, FL	2024.2J.90.91.2	09	Urbanized Area Formula Grants	$4,376,707	$4,376,707

Part 3: Project Information

Project Title: FY23 and FY24 5307 Large Urban Apportionment

Project Number	Temporary Project Number	Date Created	Start Date	End Date
FL-2026-016-01-00	5318-2024-1-P1	5/15/2024	3/8/2024	12/30/2030

Project Description
This is a FY 2023 and FY 2024 Section 5307 grant application consisting of $4,322,999.00 in FY23 and $7,200,232.00 in FY24 totaling $11,523,231.00 for Large Urban Apportionment to be matched with $2,440,807 in Transportation Development Credits. The application is for the purchase of rolling stock, preventive maintenance, operations, bus shelters, an ITS system, ADA access improvements, security equipment, and planning activities.

GoPasco will ensure that all vehicles purchased are accessible, purchased from an FTA approved Transit Vehicle Manufacturer (TVM), and reported to FTA within 30 days after a contract is signed.

GoPasco will check the current listing of TVM's at (https:/www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list) to ensure each is listed as a certified TVM in compliance with FTA regulations.

GoPasco will follow all 3rd party procurement policies as defined in C4220.1G (Third Party Contracting Guidance).

GoPasco will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Project Benefits
The benefits of this funding will be to provide fixed route and paratransit service to the residents of Pasco County allowing them access to employment, healthcare, education, and other related activities in the community. Public transportation provides other benefits such as reduced traffic congestion and increased air quality. One of our main goals is to improve the reliability and customer experience of the system through the improvement of our technology and rolling stock among other projects enhancing and maintaining the current system.

Additional Information
None provided.

Location Description
Pasco County is north of Tampa Bay - St. Petersburg, Florida area within the Tampa--St. Petersburg UZA

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
120620	Tampa-St. Petersburg, FL
124180	Zephyrhills, FL

Congressional District Information

District	State
12	Florida
15	Florida

Program Plan Information

STIP/TIP
Date: N/A
Description: N/A

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$11,523,231
Local			$940,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$2,440,806
Adjustment			$0
Total Eligible Cost			**$12,463,231**

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
FL-2026-016-01-00	111-00 (111-A2)	BUS - ROLLING STOCK	$4,376,707.00	$0.00	$4,376,707.00	6

FL-2026-016-01-00		11.12.02	BUY REPLACEMENT 35-FT BUS	$2,560,000.00	$0.00	$2,560,000.00	4
FL-2026-016-01-00		11.12.02	BUY REPLACEMENT 35-FT BUS	$1,816,707.00	$0.00	$1,816,707.00	2
FL-2026-016-01-00	113-00 (113-A3)	BUS - STATION/STOPS/TERMINALS		$240,690.00	$0.00	$240,690.00	50
FL-2026-016-01-00		11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	$140,690.00	$0.00	$140,690.00	30
FL-2026-016-01-00		11.32.10	ACQUIRE - BUS PASSENGER SHELTERS	$100,000.00	$0.00	$100,000.00	20
FL-2026-016-01-00	114-00 (114-A4)	BUS: SUPPORT EQUIP AND FACILITIES		$5,445,834.00	$0.00	$5,445,834.00	42
FL-2026-016-01-00		11.42.08	ACQUIRE - ADP SOFTWARE	$146,000.00	$0.00	$146,000.00	2
FL-2026-016-01-00		11.42.11	ACQUIRE - SUPPORT VEHICLES	$200,000.00	$0.00	$200,000.00	4
FL-2026-016-01-00		11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	$174,347.00	$0.00	$174,347.00	15
FL-2026-016-01-00		11.44.03	REHAB/ RENOVATE - ADMIN/MAINT FACILITY	$4,829,487.00	$0.00	$4,829,487.00	1
FL-2026-016-01-00		11.44.10	REHAB/ RENOVATE - MOBILE FARE COLL EQUIP	$96,000.00	$0.00	$96,000.00	20
FL-2026-016-01-00	117-00 (117-A5)	OTHER CAPITAL ITEMS (BUS)		$90,000.00	$22,500.00	$112,500.00	0
FL-2026-		11.79.00	PROJECT ADMINISTRATION	$40,000.00	$10,000.00	$50,000.00	0

016-01-00							
FL-2026-016-01-00		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$50,000.00	$12,500.00	$62,500.00	0
FL-2026-016-01-00	300-00 (300-A6)	OPERATING ASSISTANCE		$900,000.00	$900,000.00	$1,800,000.00	0
FL-2026-016-01-00		30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	$900,000.00	$900,000.00	$1,800,000.00	0
FL-2026-016-01-00	442-00 (442-A7)	METROPOLITAN PLANNING		$470,000.00	$17,500.00	$487,500.00	0
FL-2026-016-01-00		44.21.00	PROGRAM SUPPORT ADMINISTRATION	$70,000.00	$17,500.00	$87,500.00	0
FL-2026-016-01-00		44.22.00	GENERAL DEVELOPMENT/ COMPREHENSIVE PLANNING	$400,000.00	$0.00	$400,000.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.44.10 - REHAB/RENOVATE - MOBILE FARE COLL EQUIP

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.44.10	REHAB/RENOVATE - MOBILE FARE COLL EQUIP	REHAB/RENOVATE BUS SUPPORT FACIL/EQUIP	20

Extended Budget Description
Funds will be utilized to upgrade and maintain the sunset equipment that will be used to probe the bus, communicate with fareboxes, retrieve ridership and revenue data and provide reports. This will also be used to provide related parts and equipment to ensure sufficient bench stock, purchased on an as needed basis to repair damaged equipment (quantity cannot be properly forecasted as equipment purchase is responsive and event driven), to ensure operable fare collection equipment is available and immediately accessible to replace and maintain the farebox system as needed or install into buses that serve as back-ups to the revenue bus fleet. This equipment is essential to maintain consistency in the fare collection process, reporting requirements and passenger service.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$96,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$24,000
Adjustment			$0
Total Eligible Cost			**$96,000**

Milestone Name	Est. Completion Date	Description
Award Date	2/6/2025	Contract Award
Start of Maintenance Period	10/1/2025	Begin the maintenance of equipment as needed.
End of Maintenance Period	11/30/2026	No further activity on this ALI for this grant.

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description
Paratransit services to meet ADA requirements. Non Fixed Route ADA Paratransit service will be paid for utilizing these funds.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$50,000
Local			$12,500
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0

Adjustment			$0
Total Eligible Cost			**$62,500**

Milestone Name	Est. Completion Date	Description
Start Date of Services	10/1/2025	Program start date and activity on this ALI begin
Completion Date of Services	9/30/2026	No further activity on this ALI for this grant

Budget Activity Line Item: 30.09.03 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	OPERATING ASSISTANCE	0

Extended Budget Description
This is to support the day-to-day operations of Pasco County during the years of service from October 1st 2025 to September 30th 2026. This requires a 50% local match. This will be utilizing Pasco County's Large Urban funding.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$900,000
Local			$900,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$1,800,000**

Milestone Name	Est. Completion Date	Description
Start of Fiscal Year	10/1/2025	Begin activities on this ALI
End of Fiscal Year	9/30/2026	No further activities on this ALI for this grant

Budget Activity Line Item: 44.21.00 - PROGRAM SUPPORT ADMINISTRATION

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity

METROPOLITAN PLANNING (442-00)	44.21.00	PROGRAM SUPPORT ADMINISTRATION	METROPOLITAN PLANNING	0

Extended Budget Description
This will be used to fund general administrative costs associated with FTA projects including interagency coordination and other program support.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$70,000
Local			$17,500
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$87,500**

Milestone Name	Est. Completion Date	Description
Start of Fiscal Year	10/1/2025	Start of activities of this ALI
End of Fiscal Year	9/30/2026	No further activities on this ALI for this grant

Budget Activity Line Item: 44.22.00 - GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
METROPOLITAN PLANNING (442-00)	44.22.00	GENERAL DEVELOPMENT/ COMPREHENSIVE PLANNING	METROPOLITAN PLANNING	0

Extended Budget Description
This will be used for the development of transportation plan documents as well as the GPC tasks associated with GoPasco's service.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$400,000
Local			$0
Local/In-Kind			$0

State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$100,000
Adjustment			$0
Total Eligible Cost			**$400,000**

Milestone Name	Est. Completion Date	Description
RSQ Issue Date	4/8/2025	RSQ Issue Date
Master Agreement Award Date	1/5/2026	Award Date
Initial of Task Orders	2/2/2026	Initial of Task Orders
Completion of all task orders	1/5/2029	Completion of all task orders
Completion Date	2/26/2029	No further activity on this ALI for this grant

Budget Activity Line Item: 11.12.02 - BUY REPLACEMENT 35-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	4

Extended Budget Description
GoPasco will be replacing four (4) end of life vehicles, which have all exceeded their useful mileage/ years. Replacement will benefit GoPasco by lowering maintenance costs while enhancing customer service with newer, better, more reliable vehicles. The new vehicles will be 35 foot buses with a useful life of 12 years or 500,000 miles.

The vehicles being replaced are as follows:

2014 bus with a useful life of 12 years, 500,000 miles, Vehicle # 37391, VIN 15GGD2717E1184201, Mileage 549,651 Put into service 6/01/2014

2014 bus with a useful life of 12 years, 500,000 miles, Vehicle # 37392, VIN 15GGD2719E1184202, Mileage 581,138 Put into service 6/01/2014

2014 bus with a useful life of 12 years, 500,000 miles, Vehicle # 37393, VIN 15GGD2710E1184203, Mileage 519,969 Put into service 6/01/2014

2014 bus with a useful life of 12 years, 500,000 miles, Vehicle # 37395, VIN 15GGD2714E1184205, Mileage 572,054 Put into service 6/01/2014

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)

N/A	Diesel Fuel	New		35 foot

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$2,560,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$640,000
Adjustment			$0
Total Eligible Cost			**$2,560,000**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	3/8/2024	RFP Posted.
Award Date	11/22/2024	Contract awarded.
Initial Delivery Date	11/30/2026	Initial delivery date of vehicle order.
Final Delivery Date	4/1/2027	Final delivery of vehicles.
Completion Date	5/31/2027	No further activities on this ALI for this grant

Budget Activity Line Item: 11.12.02 - BUY REPLACEMENT 35-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	2

Extended Budget Description
GoPasco will be replacing two (2) end of life vehicles, which have all exceeded their useful mileage/ years. Replacement will benefit GoPasco by lowering maintenance costs while enhancing customer service with newer, better, more reliable vehicles. The new vehicles will be 35 foot buses with a useful life of 12 years or 500,000 miles.

The vehicles being replaced are as follows:

2016 bus with a useful life of 12 years, 500,000 miles, Vehicle # 40311, VIN 15GGE2711G1093120, Expected Mileage at Disposal 610,657 Put into service 12/20/2016

2016 bus with a useful life of 12 years, 500,000 miles, Vehicle # 40312, VIN 15GGE2711G1093121, Expected Mileage at Disposal 595,391 Put into service 12/20/2016

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)

N/A	Diesel Fuel	New	35 foot

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,816,707
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$330,000
Adjustment			$0
Total Eligible Cost			**$1,816,707**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	3/8/2024	RFP issued.
Award Date	11/22/2024	Contract awarded.
Initial Delivery Date	11/30/2027	Initial delivery of vehicles.
Final Delivery Date	4/1/2028	Final delivery of vehicles.
Completion Date	12/4/2028	No further activities on this ALI on this grant

Budget Activity Line Item: 11.32.07 - ACQUIRE - SURVEIL/SECURITY EQUIP

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	ACQUISITION - BUS STATIONS/TERMINALS	30

Extended Budget Description
This is for the purchase of security cameras and equipment on our transit buses as well as our facilities. This will be utilizing GoPasco's large urban apportionment with a match from the Transportation Development Credits. This also accounts for the entire 1% security requirement for the grant between all projects.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$140,690
Local			$0

Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$35,173
Adjustment			$0
Total Eligible Cost			**$140,690**

Milestone Name	Est. Completion Date	Description
RFQ Award Date	10/1/2024	RFQ awarded
Delivery	4/1/2026	Delivery of all security equipment.
Completion Date	9/30/2026	No further activities on this ALI for this grant

Budget Activity Line Item: 11.32.10 - ACQUIRE - BUS PASSENGER SHELTERS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.10	ACQUIRE - BUS PASSENGER SHELTERS	ACQUISITION - BUS STATIONS/TERMINALS	20

Extended Budget Description
This is for the acquisition of bus shelters along our fixed route system. This will ensure a safe and comfortable space for our riders to wait with included amenities such as a trash can, bike rack, and covered bench.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$100,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$25,000
Adjustment			$0
Total Eligible Cost			**$100,000**

Milestone Name	Est. Completion Date	Description

Award Date	1/26/2026	Contract Awarded.
Start of Installation	6/8/2026	Start of bus shelter installs
Completion Date	11/9/2026	The bus shelter installations have been completed and there is no further activity on this ALI for this grant.

Budget Activity Line Item: 11.42.08 - ACQUIRE - ADP SOFTWARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	2

Extended Budget Description
This funding will be used on different kinds of ADP software programs will assist in collecting, tracking, optimizing and monitoring Fixed route and demand response data that includes metrics like on time performance, ridership, and tracking miles and hours of service. The software programs will allow us the ability to maximize the amount of trips completed and improve our system efficiency with the integration to our current systems. We can increase the customer's trust in public transportation and customer experience with system reliability.

We anticipate the useful life of the software programs to be 5 years.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$146,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$36,500
Adjustment			$0
Total Eligible Cost			**$146,000**

Milestone Name	Est. Completion Date	Description
Contract Award	11/12/2025	Contract Awarded
Effective Date of Contract	12/8/2025	Start of the Contract
Completion Date	12/30/2030	Contract completed and no further activity on this ALI for this grant.

Budget Activity Line Item: 11.42.11 - ACQUIRE - SUPPORT VEHICLES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	4

Extended Budget Description
This funding will be used to replace GoPasco's support vehicles. The retiring vehicles have a useful life of 4 years, 100,000 miles.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$200,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$50,000
Adjustment			$0
Total Eligible Cost			**$200,000**

Milestone Name	Est. Completion Date	Description
Award Date	10/1/2025	Award Date.
Start of acquisition process	1/1/2026	Begin acquisition process for support vehicles.
Initial Delivery	5/25/2026	Receive initial vehicle delivery
End of acquisition process	9/30/2026	Receive the last of the vehicle delivery
Completion Date	10/26/2026	No further activity on this ALI for this grant.

Budget Activity Line Item: 11.42.20 - ACQUIRE - MISC SUPPORT EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	15

Extended Budget Description
This funding will be used to acquire equipment that will assist with transit operations such as computers and other bus-related support equipment. The useful life for these assets will be 4 years.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$174,347
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$43,585
Adjustment			$0
Total Eligible Cost			**$174,347**

Milestone Name	Est. Completion Date	Description
Award Date	10/1/2025	Award date and the Initial acquisition of required equipment.
Delivery of Equipment	7/30/2026	Delivery of Equipment
Completion Date	9/30/2026	No further activity on this ALI for this grant

Budget Activity Line Item: 11.44.03 - REHAB/RENOVATE - ADMIN/MAINT FACILITY

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.44.03	REHAB/RENOVATE - ADMIN/MAINT FACILITY	REHAB/RENOVATE BUS SUPPORT FACIL/EQUIP	1

Extended Budget Description
This will be used to fund the renovation of our administrative facility. The useful life will be 30 years after renovation completion and the improvements will be to support the growth of the department and ensure the safety and well-being of our staff and visitors. This project is crucial due to the frequent threat of hurricanes in our region. Reinforcing the building to withstand severe weather conditions will provide a secure environment for our staff during storms. Additionally, the expansion will accommodate our growing department by providing additional space for staff and storage. The renovation will also improve bathrooms to include lockers and showers for drivers, especially during hurricane threats. Furthermore, the project includes the construction of a maintenance facility to support bus attendants in sanitizing and cleaning buses, ensuring a safe and hygienic environment for both staff and passengers.

Facility Address:
8620 Galen Wilson Blvd
Port Richey Fl, 34668

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$4,829,487
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$1,156,548
Adjustment			$0
Total Eligible Cost			**$4,829,487**

Milestone Name	Est. Completion Date	Description
Initial Design Phase	2/24/2025	Initial Design Phase
Completion of design	2/23/2026	100% completion of design plans
Award Date	6/29/2026	Contract Award
Initial Construction Phase	12/28/2026	Start of construction work
Completion of Construction	11/1/2029	Construction completed with no further activity on this ALI for this grant

Budget Activity Line Item: 11.79.00 - PROJECT ADMINISTRATION

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.79.00	PROJECT ADMINISTRATION	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description
This will be used to fund a portion of certain staff salaries as they administer specific capital projects.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$40,000
Local			$10,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$50,000**

Milestone Name	Est. Completion Date	Description
Start of Fiscal Year	10/1/2025	Start of Activities
End of Fiscal Year	9/30/2026	No further activity on this ALI for this grant

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	8/19/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	4	$2,560,000.00	$2,560,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial

off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	8/19/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	2	$1,816,707.00	$1,816,707.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	8/19/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	30	$140,690.00	$140,690.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	8/19/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.10	ACQUIRE - BUS PASSENGER SHELTERS	20	$100,000.00	$100,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	8/19/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	2	$146,000.00	$146,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	8/19/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	4	$200,000.00	$200,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	8/19/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	15	$174,347.00	$174,347.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project

description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date Description	Date
Class IIc CE Approved	8/19/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.44.03	REHAB/RENOVATE - ADMIN/MAINT FACILITY	1	$4,829,487.00	$4,829,487.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	8/19/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.79.00	PROJECT ADMINISTRATION	0	$40,000.00	$50,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	8/19/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	0	$900,000.00	$1,800,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	8/19/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
METROPOLITAN PLANNING (442-00)	44.21.00	PROGRAM SUPPORT ADMINISTRATION	0	$70,000.00	$87,500.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	8/19/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
METROPOLITAN PLANNING (442-00)	44.22.00	GENERAL DEVELOPMENT/ COMPREHENSIVE PLANNING	0	$400,000.00	$400,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	8/19/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	$50,000.00	$62,500.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional

use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.44.10	REHAB/RENOVATE - MOBILE FARE COLL EQUIP	20	$96,000.00	$96,000.00

Project Title: FY23 and FY24 5307 Small Urban Apportionment

Project Number	Temporary Project Number	Date Created	Start Date	End Date
FL-2026-016-02-00	5318-2024-1-P3	6/17/2024	10/1/2025	9/30/2026

Project Description
This is a FY 2023 and FY 2024 Section 5307 grant application consisting of $2,545,717.00 for Small Urban Apportionment to be matched with $636,429.00 in Transportation Development Credits. The project will fund the preventive maintenance of our transit buses.

GoPasco will follow all 3rd party procurement policies as defined in C4220.1G (Third Party Contracting Guidance).

GoPasco will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Project Benefits
The benefits of this funding will be to provide fixed route and paratransit service to the residents of Pasco County allowing them access to employment, healthcare, education, and other related activities in the community. Public transportation provides other benefits such as reduced traffic congestion and increased air quality. One of our main goals is to improve the reliability and customer experience of the system through the improvement of our technology and rolling stock among other projects enhancing and maintaining the current system.

Additional Information
None provided.

Location Description
Pasco County is north of Tampa Bay - St. Petersburg, Florida area within the Tampa--St. Petersburg UZA

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
120620	Tampa-St. Petersburg, FL
124180	Zephyrhills, FL

Congressional District Information

District	State
12	Florida
15	Florida

Program Plan Information

STIP/TIP
Date: N/A
Description: N/A

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$2,545,717
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$636,430
Adjustment			$0
Total Eligible Cost			**$2,545,717**

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
FL-2026-016-02-00	117-00 (117-A1)	OTHER CAPITAL ITEMS (BUS)	$2,545,717.00	$0.00	$2,545,717.00	0

FL-2026-016-02-00	11.7A.00	PREVENTIVE MAINTENANCE	$2,545,717.00	$0.00	$2,545,717.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description
Funding for preventive maintenance is critical to safe and reliable service standards of our public transportation vehicles as well as the maintenance costs of other transit related equipment and systems. The GoPasco fleet is made up of a mixture of active, spare and contingency buses, station wagons/sedans, and pick-ups, which are maintained through the County Fleet Maintenance Department. Vehicles are maintained on a preventive maintenance schedule as well as repaired on an as-needed basis. In addition, regular and emergency facility maintenance is conducted on two GoPasco operational and administrative sites, as well as preventive maintenance and repairs needed to maintain an extensive array of required transit-related equipment, including electronic fareboxes, office equipment, shelters, signage, communications and computer systems. The funding will also support maintenance and data transmission service fees GoPasco's automated vehicle location (AVL) system. All associated eligible expenses including parts and labor are charged to this line item in accord with the current definition of preventive maintenance under the National Transit Database Reporting System.

GoPasco does not anticipate the purchase of items over $5,000 in value at this time. Any items with value over $5,000 identified during the execution of the activities under this ALI will be included after award (actual value and useful life).

This will be utilizing GoPasco's large urban apportionment with a match from the Transportation Development Credits.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$2,545,717
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$636,430
Adjustment			$0
Total Eligible Cost			**$2,545,717**

Milestone Name	Est. Completion Date	Description
Start of Fiscal Year	10/1/2025	Begin preventive maintenance work.
End of Fiscal Year	9/30/2026	Complete preventive maintenance work.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	0	$2,545,717.00	$2,545,717.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments
GoPasco currently serves the Tampa - St Petersburg UZA and the Zephyrhills UZA long with the rural areas of Pasco County.

Spares are a critical part of our emergency response effort used to support evacuation and other transportation requirements during contingencies, such as hurricanes and tropical storms. These spares also support paratransit service and shift change requirements.

GoPasco operates fixed route services out of two sites; one on the west coast of Pasco, which is densely populated and urbanized, and one in eastern Pasco, that serves two municipalities and other outlying areas. The distance between these service areas is approximately 40 miles. Therefore, sufficient spares are needed to ensure replacement flexibility and continuity of service at both sites.

Additionally, we are documenting that our fixed route buses are meeting their useful life in miles (500k) far sooner than their useful life in years (12). We need adequate spares to ensure that the buses reach their useful life of 500,000 at about the 12 year mark.

Finally, even with growth slowed due to the economic downturn, potential service expansion and refinement are expected and planned. Therefore, because of this and the aforementioned justification, the spare ratio is essential in assuring regular and emergency service reliability and responsiveness.

Refer to the budget details for information on vehicles scheduled for replacement via this FTA project.

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	22
	B. Spares	8
	C. Total (A+B)	30
	D. Spare Ratio (B/A)	36.36%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	4
	C. Total (A+B)	4
III.	**Total (I.C and II.C)**	34

Fleet Type: Paratransit

Fleet Comments
PCPT currently serves the Tampa - St Petersburg UZA and the Zephyrhills UZA long with the rural areas of Pasco County. PCPT will be requesting FY17 and FY18 funding for fleet replacement and expansion.

PCPT operates paratransit service throughout the 745 square miles of Pasco County, utilizing two operating sites, one on the eastside of the County and one on the westside. These sites are approximately 40 miles apart. Therefore, spares are necessary to ensure replacement flexibility and continuity of service. All PCPT vehicles must remain available to support evacuation and other transport requirements before, during and after hurricanes, storms or other declared emergencies within this county or as needed for assistance in neighboring counties.

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	17
	B. Spares	3
	C. Total (A+B)	20
	D. Spare Ratio (B/A)	17.65%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	0

	C. Total (A+B)	0
III.	**Total (I.C and II.C)**	20

Part 5: FTA Review Comments

Application Review Comments

Comment By	**Guanying Lei**
Comment Type	Application Details
Date	8/19/2025
Comment	Technical Review Comments: 1) Please adjust the application Period of Performance (PoP) end date per Region IV guidance: The Period of Performance end date should be set to the next March 30 a minimum of 5 years beyond the latest milestone date in the application. For example, identify final milestone in the application (e.g., 06/25/2022), add five years (e.g., 06/25/2027). If that milestone falls after March 30 of that year, extend end date to March 30 of the following year (e.g., 03/30/2028). 2) Please update C 4220.1F to C 4220.1G throughout the application. 3) Intelligent Transportation System (ITS) i) Please identify the ITS project/element in this application. ii) Please clarify that the ITS participates in the regional or statewide ITS architecture process and the ITS project is included in the locally approved regional ITS Architecture per C 5010.1F. 4) Two 11.12.02s i) Both 11.12.02s for 35-FT replacement buses can be consolidated into one 11.12.02 if there is no particular reason for using two ALIs. ii) The unit cost is $640K for the four 35-FT buses but $660K for the two 35-FT buses. Please clarify. iii) The contract completion date for the 11.12.02 for two buses should be the last milestone date instead of prior to the 1st milestone date. 5) 11.32.07 Please add another milestone for the contract award date. 6) 11.32.10 Please add another milestone for the contract award date. 7) 11.42.08 i) Please describe the nature of the software ii) Please add another milestone for the contract award date 8) 11.42.10 i) The ALI is for acquisition of Fare Collection equipment/system. However, it is unclear what the activities will be funded under this ALI. If the activities are to rehab/renovate the system, then 11.44.10 is more appropriated. ii) Please ensure that the quantity of 20 is in alignment with the description of the

activities. If the unit cost of the item is less than $10,000, useful life doesnt need to be included in the EBD section. If the activities are for one equipment/system, the quantity should be revised to 1.
iii) Please add another milestone for the contract award date

9) 11.42.11
Please add another milestone for the contract award date.

10) 11.42.20
Please add another milestone for the contract award date.

11) 11.42.03
i) Please clarify whether or not useful life of 30 years is the extension of the facility.
ii) Please add the address of the facility in the EBD.
iii) Please add another milestone for the contract award date.
iv) Please provide the total estimated costs for this project. If the cost breakdown is available, please attach it TrAMS.

12) Multiple projects
i) Its unnecessary to create xx projects in this application. Suggest consolidating the projects / reducing the number of projects to avoid potential post-award issue when a budget revision is needed in the future.
ii) 11.7C.00 for ADA paratransit no longer needs to be placed in a separate project.

Comment By	**Doug Steiger**
Comment Type	Application Details
Date	11/17/2025
Comment	1) Period of Performance has been revised to 5 years beyond our latest updated milestone. 2) The circular reference has been updated throughout the application. 3) The project has been identified within the narrative and appropriate ALI. The Transportation Systems Management and Operations Master Plan for FDOT District 7 has been uploaded as a document. The plan references the nature of our ongoing ITS project. 4) The reason that 11.12.02 is split into multiple ALI's is so that it aligns better with our vehicle replacement plan. The lead time on fixed route vehicles is substantial and this allows us to better forecast the unit price of the vehicles as well as track the progress of replacing the vehicles accurately under FTA guidelines. 5) Milestone added for contract award date. 6) Milestone added for contract award date. 7) Narrative/Description has been updated and the milestone requested was added. 8) We have deleted ALI 11.42.10 and added 11.44.10 as suggested due to these activities being a rehab/replacement of existing equipment. Milestone added for contract award.

9) Milestone added for contract award date.

10) Milestone added for contract award date.

11) All details requested regarding the facility have been added. Additionally, the email we received from Julia Carrie Walker (Environmental Protection Specialist) has been attached and states: "The proposed project qualifies for an LCE#8. Both NEPA and Section 106 are concluded."

12) The ADA project (Project 2) was deleted and the ALI (11.7C.00) was moved to Project 1 Large Urban.

Comment By	**Guanying Lei**
Comment Type	Application Details
Date	11/20/2025
Comment	Additional Technical Review Comments: 1) 11.42.08 Please remove specific brand name. 2) 11.44.10 i) The EBD seems to indicate the activities are for one equipment. However, the quantity shows 20. Please clarify. ii) Please change No, 3rd Party Contractors will not be used for this line item to Yes since milestones include contract/acquisition. iii) Two milestones indicate acquiring farebox equipment, But the ALI is for rehab/ renovating fare collection system. Please clarify, iv) If its one fare collection system and the useful life will be extended after the rehab/ renovation, please indicate the extended useful life.

Comment By	**Aries Little**
Comment Type	Application Details
Date	11/20/2025
Comment	Operating assistance sought in TrAMS ($1,600,000) appears to exceed the amount in the STIP provided ($900,000) - please clarify and/or edit appropriately, coordinating with FDOT as needed. It's not clear where the planning funding sought is programmed in the UPWP, the budget tables do not appear to depict any 5307 funding programmed for planning activities. To more efficiently process this application, please review and revise accordingly, highlighting the activities and 5307 funding. The amount of toll credits sought in the application ($3,077,238) does not match the FDOT approval letter ($3,077,236) - please review and revise as applicable. Please attach the appropriate Table 3a for the FFY's of funding sought (i.e. FFY23 & 24). Multiple ALI milestones reference contracts, however "no" was selected for use of 3rd party contractors - please review and revise accordingly and note that activities involving 3rd party contractors require at least 3 milestones

Comment By	Doug Steiger
Comment Type	Application Details
Date	12/4/2025
Comment	Operating assistance has been updated to reflect the STIP amount(s) uploaded. FY23/24 UPWP has been uploaded with 5307 funding highlighted in the budget tables. Toll Development Credits have been revised to reflect the amount on the final approved letters from FDOT. Table 3a for FY 2023 and FY 2024 uploaded and Tampa/St. Pete - Pasco County BOCC lines highlighted. All ALI's have been reviewed and revised regarding 3rd party contractors and/or the adequate number of milestones required.

Comment By	Margaret Griffin
Comment Type	Application Details
Date	12/16/2025
Comment	Transit Vehicle Manufacturers (TVM) must have an approved FTA DBE Goal prior to bidding on contract. For a current listing, see https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list. Recipient must ensure that all vehicles purchased are accessible and purchased from an FTA approved TVM. Recipient must comply with all applicable Federal laws and regulations related to this project, including the ADA Standards for Transportation Facilities, based on the U.S. Access Boards ADA Accessibility Guidelines found here: http://www.access-board.gov/guidelines-and-standards/transportation/facilities/ada-standards-for-transportation-facilities. The following is a non-exhaustive list of ADA standards that Recipient must comply with. The information provided below is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to ADA and require additional information. This confirmation is not an express or implied promise of project compliance with the ADA. As required under DOT ADA Standard 206.4.1, Recipient must ensure that 60 percent of all public entrances to the facility will be accessible. If a station has only two entrances, then both must be accessible. As required under DOT ADA Standard 206.3, Recipient must ensure that accessible routes coincide with or are located in the same area as general circulation paths, and elements such as ramps, elevators, and fare vending and collection areas are placed to minimize the distance that wheelchair users and other persons who cannot climb steps must travel in comparison to the general public. As required under DOT ADA Standard 406.8, Recipient must ensure that curb ramps will have detectable warnings. As required under DOT ADA Standard 810.2, Recipient must ensure that bus boarding and alighting areas are in compliance with the ADA-ABA Guidelines (Section 810.2), which address surfaces (sturdy); dimensions (96 long x 60 wide); connection to sidewalks, streets, and pedestrian paths; slope (not steeper than 1:48); signs; and public address systems. As required by DOT ADA Standard 810.5.3, Recipient must ensure that station platforms must be coordinated with the vehicle floor height.

As required under DOT ADA Standard 810.3, Recipient must ensure bus shelters shall provide a minimum clear floor or ground space complying with Standard 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with Standard 402 to a boarding and alighting area complying with 810.2. As required under DOT ADA Standard 810.2, new, altered, or relocated bus stops must have a firm, stable surface and must provide a clear length of 96 inches (2,440 mm), measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1, 525 mm), measured parallel to the vehicle roadway. As required under DOT ADA Standard 810.2, the slope of the bus boarding and alighting area in the direction parallel to the roadway must be the same as that of the roadway to the maximum extent practicable. Perpendicular to the roadway, the slope must not exceed 1:48, that is, not more than 1 inch of rise over a horizontal distance of 48 inches.
Recipient must comply with all applicable Federal laws and regulations related to this project, including the ADA Standards for Transportation Facilities, based on the U.S. Access Boards ADA Accessibility Guidelines found here: http://www.access-board.gov/guidelines-and-standards/transportation/facilities/ada-standards-for-transportation-facilities. The following is a non-exhaustive list of ADA standards that Recipient must comply with. The information provided below is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to ADA and require additional information. This confirmation is not an express or implied promise of project compliance with the ADA.
As required under DOT ADA Standard 201 and DOT ADA Regulation 49 C.F.R. 37.43(a)(1), Recipient must ensure that altered or added portions of the facility must be made accessible.

Comment By	**Guanying Lei**
Comment Type	Application Details
Date	12/22/2025
Comment	Additional Technical Review Comments: 1) The comments concerning specific brand names for the new items to be purchased have not been addressed. Please remove specific brand names for the new vehicle and software in the EBDs for 11.12.02s (Gillig) and 11.42.08 (Ecolane). 2) General comments concerning the milestones i) The milestones for the actual ALI activity start date and end date should be included. ii) The milestones for initial drawdown and final drawdown are unnecessary. iii) The non-rolling stock ALI that using 3rd party contractor, the milestone for contract award date needs to be listed. The milestones for other acquisition process are unnecessary. 3) 11.44.10 following previous comments have not been addressed iii) Two milestones indicate acquiring farebox equipment, But the ALI is for rehab/renovating fare collection system. Please clarify, iv) If its one fare collection system and the useful life will be extended after the rehab/renovation, please indicate the extended useful life.

Comment By	**Aries Little**

Comment Type	Application Details
Date	12/23/2025
Comment	Please reference "Application Document" to review Pre-Award's follow-up commentary from 11/20/25.

Comment By	**Aries Little**
Comment Type	Application Details
Date	1/13/2026
Comment	Please refer to the Application Documents section to review "Follow-up to Review 1 Commentary" document.

Application Review Comments

Comment By	**Jason Morgan**
Comment Type	Pre-Award Manager Returns Application
Date	8/20/2025
Comment	Please address technical review comments logged on 8/19/2025 in the Application Review Comments section (within Related Actions menu).

Comment By	**Aries Little**
Comment Type	Pre-Award Manager Returns Application
Date	11/20/2025
Comment	Pre- and Post- Award Managers comments were added under "Application Review Comments" and can be found at the end of the "view print" version of the application.

Comment By	**Aries Little**
Comment Type	Pre-Award Manager Returns Application
Date	12/23/2025
Comment	Please see pre- and post-award comments under application documents and application review comments.

Comment By	**Aries Little**
Comment Type	Pre-Award Manager Returns Application
Date	1/13/2026
Comment	Pending commentary to address.

Comment By	Aries Little
Comment Type	Pre-Award Manager Returns Application
Date	2/4/2026
Comment	Returning to Pasco County per request.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-34)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(34), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

Recipient ID: 5318

UEI: LNBJT4UX78P8

DUNS: 069677953

Award Information

Federal Award Identification Number (FAIN): FL-2026-016

Award with Amendment Number: FL-2026-016-00

Award Name: FY 2023 and FY 2024 5307 UZA Small and Large Urban and Non Fixed Route ADA Paratransit Services; Pasco Co, Tampa/St. Petersburg UZA, FL

Award Start Date: 4/16/2026

Original Award End Date: 3/30/2036

Current Award End Date: 3/30/2036

Award Executive Summary: This is a FY23/FY24 Section 5307 Urbanized Area Formula grant in the amount of $14,068,948 for Pasco County (GoPasco).

The funds are comprised of split letter allocations from Tampa's Large Urbanized Area (LU) and FDOTs Small Urban amounts.

The grant requests $4,322,999 from FY2023 Section 5307 Large Urban funds (which includes Tbarta's reallocation funds) and $1,310,264 from FY2023 Section 5307 Small Urban funds provided by FTA.

The grant also request $7,200,232 from FY2024 Section 5307 Large Urban funds and $1,235,453 from FY2024 Section 5307 Small Urban funds provided by FTA.

TBARTAs reallocation is reflected in the FY23 Tampa's Pot $4,322,999 (FY23 5307 Split Letter Apportioned amount: $3,901,417 and Tbarta's reallocated amount: $421,582)

The requested amount does not exceed Pasco County's regional allocation of the FY2023 and FY2024 available apportionment and the total non-federal share in the amount of $3,077,236 is provided by Transportation Development Credit. Toll Revenue Credits of $3,077,236 was approved on 8/12/25 by the State of Florida to be used for the 20% "soft match."

For the FY2023 and FY2024 5307 Large Urban apportionment, the non-federal share in the amount of $2,440,806 will be provided by the Transportation Development Credit.

For the FY2023 and FY2024 5307 Small Urban apportionment, the non-federal share in the amount of $636,430 will be provided by the Transportation Development Credit.

The current allocation agreement between the three transit agencies in this region was provided to FTA on May 28, 2018. This agreement definitively outlines the applicable split allocation between Pasco County (GoPasco), Hillsborough Area Regional Transit (HART), and Pinellas Suncoast Transit Authority (PSTA).

The Governor of Florida, through FDOT, approved the Pasco County Board of County Commissioners as the designated recipient of the small urbanized program funds on April 28, 2003 and the FTA Region IV Administrator subsequently accepted this designation on May 8, 2003 and again on August 4, 2006. Funds for this grant will be used to upgrade the GoPasco system.

Additionally, funds from this grant will be used to acquire an Intelligent Transportation System (ITS), replacement buses, farebox maintenance, bus maintenance, and operations. The funding will also

support our complementary ADA mandated service, maintenance of vehicles and the operations of service. Funds from the grant may be used in conjunction with other grant opportunities to fund projects.

GoPasco, as a direct recipient, will administer the grant funding which will not be used for research and development.

This FY23/24 grant is intended to be used from date of grant award until March 30, 2036 (5 years after last milestone).

1% for Security Requirement (5307 ONLY): GoPasco intends to purchase upgraded security cameras and equipment for all of our buses using ALI 11.32.07 ($140,690).

0.75% for Safety Requirement (5307 ONLY): In addition to the security cameras (ALI 11.32.07) GoPasco will be purchasing newer vehicles that include modernized safety equipment that will allow for a safer trip for the customer. GoPasco also conducts periodic safety training.

The Recipient, GoPasco, or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1G (Third Party Contracting Guidance).

In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirement may apply.

Research and Development: This award does not include research and development activities.

Indirect Costs: The de minimus indirect cost rate is applied to this application.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $15,008,948.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $14,068,948.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $940,000.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $14,068,948.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $940,000.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount

5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$14,068,948
Local			$940,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$3,077,236
Adjustment			$0
Total Eligible Cost			**$15,008,948**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 4/14/2026
DOL Certification Date: 4/14/2026

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: yvette.taylor@dot.gov
Award Date: 4/16/2026

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:

(a) Statements,
(b) Representations,
(c) Warranties,
(d) Covenants, and
(e) Materials,

(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Jannina Elkin
Public Transportation Director
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
4/21/2026

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. _____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 129.06(2), Florida Statutes provides legal authority and defines how a budget may be amended for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year; and,

WHEREAS, pursuant to Section 129.06(2)(d), Florida Statutes, a receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gifts, or reimbursement for damages, may, by resolution of the board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. Such receipts and appropriations must be added to the budget of the proper fund. The resolution may amend the budget to transfer revenue between funds to properly account for unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that:

1. The Fiscal Year 2026 Final Budget be amended.
2. Revenues and expenses are increased in the amount of $15,008,948.00 within the Grant Fund for the Federal Transit Administration FY 2023 – 2024 Section 5307 Formula Grant Award for, Pasco County Public Transportation (GoPasco) Department, Pasco Grant No. G26P00.
3. This resolution will take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this _____ day of _____, 2026.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____
JACK MARIANO, CHAIRMAN

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT			LINE DESCRIPTION	EFF DATE				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND	
2026 09	11	06/16/2026	GRANT	PT26-0023	BUA	BCC 061626	1	2	
1	21343069	331420	00000	Public Transportation	Fed Grant - Mass Transit	.00	-14,068,948.00	-14,068,948.00	
	2189-34500-331420-331420-00000-0000-G26P00-000-0000			FTA 5307 CONTRACT FL-2026-016	06/16/2026				
2	21343071	381178	00000	Public Transportation	I/T-2178 Multi-Modal Transport	.00	-940,000.00	-940,000.00	
	2189-34500-381000-381178-00000-0000-G26P00-000-0000			FTA 5307 CONTRACT FL-2026-016	06/16/2026				
3	21345930	534000	00000	Public Transportation	Other Services	.00	450,000.00	450,000.00	
	2189-34500-544000-534000-00000-0000-G26P00-000-0000			FTA 5307 CONTRACT FL-2026-016	06/16/2026				
4	21345930	534030	00000	Public Transportation	Federal Contracted Services	.00	1,010,000.00	1,010,000.00	
	2189-34500-544000-534030-00000-0000-G26P00-000-0000			FTA 5307 CONTRACT FL-2026-016	06/16/2026				
5	21345930	534032	00000	Public Transportation	Local Contracted Services	.00	940,000.00	940,000.00	
	2189-34500-544000-534032-00000-0000-G26P00-000-0000			FTA 5307 CONTRACT FL-2026-016	06/16/2026				
6	21345930	546002	00000	Public Transportation	Maintenance - Auto Equipment	.00	2,545,717.00	2,545,717.00	
	2189-34500-544000-546002-00000-0000-G26P00-000-0000			FTA 5307 CONTRACT FL-2026-016	06/16/2026				
7	21345930	552009	00000	Public Transportation	IT Purchase Hardware/Software	.00	286,690.00	286,690.00	
	2189-34500-544000-552009-00000-0000-G26P00-000-0000			FTA 5307 CONTRACT FL-2026-016	06/16/2026				
8	21345930	552106	00000	Public Transportation	Uncapitalized Equipment	.00	96,000.00	96,000.00	
	2189-34500-544000-552106-00000-0000-G26P00-000-0000			FTA 5307 CONTRACT FL-2026-016	06/16/2026				
9	21345930	562000	23029	Public Transportation	Buildings	.00	4,829,487.00	4,829,487.00	
	2189-34500-544000-562000-23029-0000-G26P00-000-0000			FTA 5307 CONTRACT FL-2026-016	06/16/2026				
10	21345930	563000	20909	Public Transportation	Improvements Other Than Bldgs	.00	100,000.00	100,000.00	
	2189-34500-544000-563000-20909-0000-G26P00-000-0000			FTA 5307 CONTRACT FL-2026-016	06/16/2026				
11	21345930	564000	00000	Public Transportation	Fleet Machinery & Equipment	.00	4,576,707.00	4,576,707.00	
	2189-34500-544000-564000-00000-0000-G26P00-000-0000			FTA 5307 CONTRACT FL-2026-016	06/16/2026				
12	21345930	564009	00000	Public Transportation	IT Cap Purch Hardware/Software	.00	174,347.00	174,347.00	
	2189-34500-544000-564009-00000-0000-G26P00-000-0000			FTA 5307 CONTRACT FL-2026-016	06/16/2026				
					** JOURNAL TOTAL		0.00		

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** UTD26-0671 **DATE:** 6/16/2026

SUBJECT: Potable Water, Wastewater, and Reclaimed Water Master Plans 2025-2045 Presentation

AGENDA SECTION: Regular Agenda

RECOMMENDED BOARD ACTION:
Presentation Only

ATTACHMENT(S):
None

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PDE26-0025 **DATE:** 6/16/2026

SUBJECT: An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 304 Public Notice Requirements; Section 402.3 Conditional Uses; Section 407.2 Zoning Variances; Section 407.4 Alternative Relief; Section 407.5 Alternative Standards; Section 503 A-C Agricultural District; Section 504 AC-1 Agricultural District; Section 505 A-R Agricultural-Residential District; Section 506 AR-1 Agricultural-Residential District; Section 507 AR-5 Agricultural-Residential District; Section 508 AR-5MH Agricultural Mobile Home District; Section 509 E-R Estate-Residential District; Section 510 ER-2 Estate-Residential District; Section 511 R-MH Mobile Home District; Section 512 R-1MH Single-Family/Mobile Home District; Section 513 R-2MH Rural Density Mobile Home District; Section 514 R-1 Rural Density Residential District; Section 515 R-2 Low Density Residential District; Section 516 R-3 Medium Density Residential District; Section 517 R-4 High Density Residential District; Section 518 MF-1 Multiple-Family Medium Density District; Section 519 MF-2 Multiple-Family High Density District; Section 520 MF-3 Multiple-Family High Density District; Creating Section 408 Reasonable Accommodations; Section 530.26 Standards For Community Residential Homes (Large); Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

REFERENCES: All Local Planning Agency (LPA) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): LPA at DC 5/7/26 – BCC 1st Reading at NPR 6/16/26 – BCC Adoption at DC 8/11/26.

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Continue to 8/11/26, at 1:30 p.m. or as soon thereafter as same may be heard in Dade City.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

This continuance request is the continuance of the first hearing.

The proposed ordinance is to provide clarity regarding people with mental and physical disabilities, group homes that serve such individuals under Florida Statutes and other certifications, and the processes by which persons with disabilities may seek relief through reasonable accommodations.

On May 7, 2026, the Local Planning Agency (LPA) moved to recommend approval to the Board of County Commissioners for the Land Development Code Amendments associated with Community Residential Homes. The LPA requested changes to the proposed ordinance as a condition of their recommendation that require further research by the Planning, Development and Economic Growth Department (PDE). Therefore, PDE requests a continuance for the first hearing of this proposed ordinance

to the August 11, 2026 BCC meeting to conduct this research.

The BCC adopted the restated Pasco County Land Development Code (LDC) on October 18, 2011, by Ordinance No. 11-15. As of June 16, 2026, there have been 85 adopted amendments to the Code.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action. A Business Impact Estimate (BIE) was completed for this project in accordance with Section 125.66(3)(a), Florida Statutes, and published on the Pasco County website on April 9, 2026.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. PDE26-0025 - Community Residential Homes LDCA Proof of Publication

cc: DA/DE/NP/AT/VS Community Residential Homes LDCA - BCC Continuance

85741

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-035 was published in said newspaper by print in the issues of 04/22/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

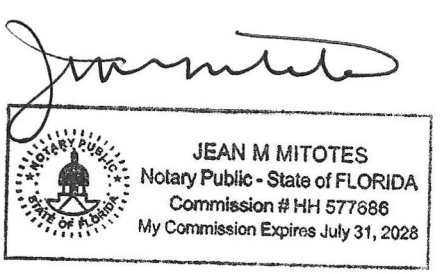
Signature of Affiant _____

Sworn to and subscribed before me this **04/22/2026**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

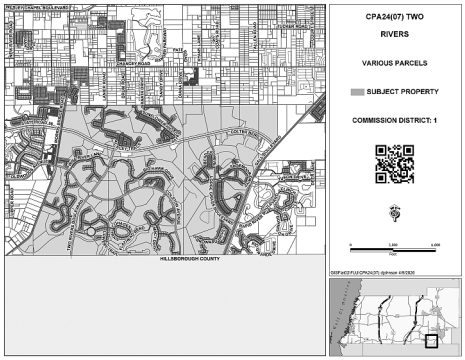


NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A TEXT AMENDMENT TO SUBAREA POLICY FLU 7.1.11 TWO RIVERS; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

[CPA24(07) CPAL Two Rivers]



On Thursday, May 7, 2026, at 1:30 p.m., the Pasco County Planning Commission, convened as the Local Planning Agency, will hold a public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On Tuesday, June 2, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold a transmittal public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

On Tuesday, August 11, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

NOTICE OF AMENDMENTS TO THE LAND DEVELOPMENT CODE FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE PASCO COUNTY LAND DEVELOPMENT CODE; SECTION 304 PUBLIC NOTICE REQUIREMENTS; SECTION 402.3 CONDITIONAL USES; SECTION 407.2 ZONING VARIANCES; SECTION 407.4 ALTERNATIVE RELIEF; SECTION 407.5 ALTERNATIVE STANDARDS; SECTION 503 A-C AGRICULTURAL DISTRICT; SECTION 504 AC-1 AGRICULTURAL DISTRICT; SECTION 505 A-R AGRICULTURAL-RESIDENTIAL DISTRICT; SECTION 506 AR-1 AGRICULTURAL-RESIDENTIAL DISTRICT; SECTION 507 AR-5 AGRICULTURAL-RESIDENTIAL DISTRICT; SECTION 508 AR-5MH AGRICULTURAL MOBILE HOME DISTRICT; SECTION 509 E-R ESTATE-RESIDENTIAL DISTRICT; SECTION 510 ER-2 ESTATE-RESIDENTIAL DISTRICT; SECTION 511 R-MH MOBILE HOME DISTRICT; SECTION 512 R-1MH SINGLE-FAMILY/MOBILE HOME DISTRICT; SECTION 513 R-2MH RURAL DENSITY MOBILE HOME DISTRICT; SECTION 514 R-1 RURAL DENSITY RESIDENTIAL DISTRICT; SECTION 515 R-2 LOW DENSITY RESIDENTIAL DISTRICT; SECTION 516 R-3 MEDIUM DENSITY RESIDENTIAL DISTRICT; SECTION 517 R-4 HIGH DENSITY RESIDENTIAL DISTRICT; SECTION 518 MF-1 MULTIPLE-FAMILY MEDIUM DENSITY DISTRICT; SECTION 519 MF-2 MULTIPLE-FAMILY HIGH DENSITY DISTRICT; SECTION 520 MF-3 MULTIPLE-FAMILY HIGH DENSITY DISTRICT; CREATING SECTION 408 REASONABLE ACCOMMODATIONS; SECTION 530.26 STANDARDS FOR COMMUNITY RESIDENTIAL HOMES (LARGE); APPENDIX A DEFINITIONS; AND OTHER SECTIONS, AS NECESSARY, FOR INTERNAL CONSISTENCY; PROVIDING FOR APPLICABILITY; REPEALER; PROVIDING FOR SEVERABILITY; INCLUSION INTO THE LAND DEVELOPMENT CODE, AND AN EFFECTIVE DATE.

On Thursday May 7, 2026, at 1:30 p.m., the Pasco County Planning Commission convened as the Local Planning Agency will hold a public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

On Tuesday, June 16, 2026, at 1:30 p.m. the Pasco County Board of County Commissioners will hold a public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.

On Tuesday, August 11, 2026, at 1:30 p.m. the Pasco County Board of County Commissioners will hold an adoption public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE26-035

DATE

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PDE26-0777 **DATE:** 6/16/2026

SUBJECT: An Ordinance by the Pasco County Board of County Commissioners Establishing a Temporary Moratorium on the Submission and Acceptance of Applications for Building Permits, Site Plans, Development Orders, Development Agreements, Special Exception Uses, Conditional Uses, Rezonings, and Comprehensive Plan Amendments Related to Data Centers, Large-Scale Data Centers and Other Large Load Customers Within Unincorporated Pasco County; Providing for Authority; Legislative Findings of Fact; Temporary Moratorium Imposed; Duration of Temporary Moratorium; Severability; and an Effective Date.

REFERENCES: All Local Planning Agency (LPA) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): LPA at DC 6/11/26 – BCC 1st Reading at NPR 6/16/26 – BCC Adoption at DC 7/14/26.

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Accept public comment. No action is required by the Board of County Commissioners (BCC) as this is the first of two public hearings. The second hearing (adoption hearing) will be held on 7/14/26, at 1:30 p.m. or as soon thereafter as same may be heard in Dade City.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The Board of County Commissioners has directed the preparation of this proposed ordinance that will put in place a temporary moratorium on the submission and acceptance of applications for building permits, site plans, development orders, development agreements, special exception uses, conditional uses, rezonings, and comprehensive plan amendments related to data centers, large-scale data centers as defined in Sections 373.203(3) and (4), Florida Statutes, and other large-load customers as defined in Section 366.043(2)(d), Florida Statutes.

Currently, the County is without any regulations governing all aspects of a data center. The Land Development Code regulates “data processing” as such term was understood in 1975 when the County’s first Zoning Code, Ord. No. 75-21, was adopted. (see PM-35 attached hereto, explaining the existing LDC provisions compared to contemporary data centers). Due to the potential of an applicant seeking to locate a contemporary data center within the unincorporated area of the County, and given the increasing demand for data center development nationwide, a moratorium serves as an appropriate mechanism to promote effective planning and preserve the status quo while formulating a more permanent development strategy that may be adopted into the Comprehensive Plan and Land Development Code.

During the time of the moratorium, Planning, Development, and Economic Growth (PDE) and other affected County Departments will research land use compatibility of data centers with surrounding uses. Additional concerns include limitations of

infrastructure and utility capacity including electricity demand, water consumption, wastewater treatment capacity, and environmental concerns including, but not limited to noise and light pollution. Furthermore, pursuant to recently adopted Section 163.326, Florida Statutes, the Legislature intends for such considerations to be addressed through local comprehensive planning and land development regulations, including provisions related to infrastructure capacity, land use compatibility, environmental impacts and the efficient provision of public facilities and services. Local governments have retained the authority to exercise the regulation of these uses and may even prohibit them.

The temporary moratorium is applicable to the unincorporated area of Pasco County. Server rooms and computer rooms typically used to house IT and related network equipment located internally to a building where such rooms are incidental to the primary use in the building or on the site are not included in the moratorium. After a determination of public necessity, the Board retains the ability to allow an existing development agreement to be amended, or a new one adopted to allow for the construction of a data center that is not a large load customer. Such agreements must impose specific conditions addressing, including, but not limited to, all of the following: location, size, light, glare, height, water use, electrical power consumption, noise, and compatibility.

The proposed ordinance would impose a moratorium of 12 months which may be lifted prior to 12-month period upon the adoption of new development regulations or be extended as necessary by the Board through resolution.

LPA Actions:
This item was scheduled to be heard at a public hearing by the LPA on June 11, 2026. At the time of the drafting of this memo, the LPA did not make a determination of the consistency of the proposed ordinance with the Comprehensive Plan.

Public Hearings History:

	Date	Vote: Approve/Deny
Local Planning Agency	6/11/26	Pending
Board of County Commissioners - 1st Hearing	6/16/26	No Action Required
Board of County Commissioners - Adoption Hearing	7/14/26	Pending

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action. A Business Impact Estimate (BIE) was completed for this project in accordance with Section 125.66(3)(a), Florida Statutes, and published on the Pasco County website on May 21, 2026.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. PDE26-0777 Data Center Moratorium Draft Ordinance
2. PDE26-0777 Data Centers Moratorium Proof of Publication
3. PDE26-0777 Data Centers Moratorium BIE
4. PDE26-0777 PM-35 On Data Processing and Data Centers
5. PDE26-0777 Chapter 2026-65 Florida Laws
6. PDE26-00777 Data Center Moratorium Public Comment

cc: DA/DE/NP/AT/VS

BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. _____**

AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS ESTABLISHING A TEMPORARY MORATORIUM ON THE SUBMISSION AND ACCEPTANCE OF APPLICATIONS FOR BUILDING PERMITS, SITE PLANS, DEVELOPMENT ORDERS, DEVELOPMENT AGREEMENTS, SPECIAL EXCEPTION USES, CONDITIONAL USES, REZONINGS, AND COMPREHENSIVE PLAN AMENDMENTS RELATED TO DATA CENTERS, LARGE-SCALE DATA CENTERS AND OTHER LARGE LOAD CUSTOMERS WITHIN UNINCORPORATED PASCO COUNTY; PROVIDING FOR AUTHORITY; LEGISLATIVE FINDINGS OF FACT; TEMPORARY MORATORIUM IMPOSED; DURATION OF TEMPORARY MORATORIUM; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Pasco County, Florida, (hereinafter the "Board") has the authority pursuant to Chapter 125, Florida Statutes, and Article VIII of the Florida Constitution to protect the public health, safety, and general welfare of its residents and to enact ordinances for valid governmental purposes that are not inconsistent with general or special law; and

WHEREAS, Chapter Law 2026-65 creating Section 163.326, Florida Statutes, specifically provides for the authority of the Board to regulate facilities with substantial electric or other utility demands, such as data centers, large-scale data centers, as defined in Sections 373.203(3) and (4), Florida Statutes, and other large load customers, as defined in Section 366.043(2)(d), Florida Statutes, through comprehensive plans and land development regulations. Further, newly created Section 373.262, Florida Statutes, provides that local governments may prohibit the siting of large-scale data centers within their jurisdictions; and

WHEREAS, Pasco County is located within a coastal region and in the Tampa Bay Area, an area that relies heavily upon groundwater resources from the Floridan Aquifer system and surface waters; and

WHEREAS, the Southwest Florida Water Management District and Tampa Bay Water, of which Pasco County is a member, emphasize the importance of careful management of groundwater withdrawals and surface water resources to ensure long-term environmental and economic stability for the region; and

WHEREAS, data centers, large-scale data centers, and other large load customers (hereinafter referred to collectively as "Data Center Facilities") are known to require substantial water resources for cooling systems and substantial electrical power to support continuous computing operations, which in some cases require infrastructure demands comparable to small municipalities; and

WHEREAS, such Facilities have the potential to place significant demands on regional water supplies, water treatment infrastructure, electrical grid capacity, particularly in rapidly growing areas such as Pasco County; and

WHEREAS, such Facilities are typically massive in scale, covering vast land areas hundreds

of acres in size with buildings and infrastructure, while providing little to no employment opportunities; and

WHEREAS, the Board finds that Pasco County currently lacks specific zoning provisions or development regulations addressing the unique operational characteristics, infrastructure requirements, and environmental considerations associated with Data Center Facilities; and

WHEREAS, the Board further finds that allowing such Facilities to proceed without appropriate regulatory standards would create risks to the County's and the Region's water resources, electrical infrastructure capacity, and land use planning objectives, will undermine economic development initiatives and long-term community development strategy; and

WHEREAS, local governments may enact moratoriums if the moratorium is intended to preserve the status quo and is rationally related to the government's attempt to enact changes to development regulations. (*WCI Communities Inc. v. City of Coral Springs*, 885 So. 2d 912 (Fla. 4th DCA 2004)); and

WHEREAS, Florida courts have held that permissible basis for land use restrictions include concern about the effect of the proposed development on traffic, congestion, surrounding property values, demands for public services, and on other aspects of the general welfare. (*WCI Communities Inc. v. City of Coral Springs*, 885 So.2d 912 (Fla. 4th DCA 2004; see also *Corn v. City of Lauderdale Lakes*, 997 F.2d 1369, 1375 (11th Cir. 1993)); and

WHEREAS, local governments are entitled to enact moratoriums as a land-use tool to promote effective planning and preserve the status quo while formulating a more permanent development strategy. (*Tahoe-Sierra Pres. Council, Inc. v. Tahoe Reg'l Planning Agency*, 535 U.S. 302, 337; 122 S.Ct. 1465, 1487 (2002); and

WHEREAS, a temporary moratorium on the submission and acceptance of applications for building permits, site plans, development orders, development agreements, special exception uses, conditional uses, rezonings, and comprehensive plan amendments related to Data Center Facilities within unincorporated Pasco County will allow the Board the opportunity to determine the appropriateness of allowing such uses and adopt amendments to the Pasco County Comprehensive Plan, Land Development Code, and Code of Ordinances, as may be required, to regulate or prohibit such uses; and

WHEREAS, the Board wishes to establish a temporary moratorium of up to one (1) year on the submission and acceptance of applications for building permits, site plans, development orders, development agreements, special exception uses, conditional uses, rezonings, and comprehensive plan amendments related to Data Center Facilities within the unincorporated area and such moratorium is reasonable and necessary to accomplish the goal of revising its regulations to ensure the community

welfare is well-balanced and the public health, safety, and general welfare are preserved; and

WHEREAS, public notice of all hearings required by law has been provided in accordance with Chapters 125 and 163, Florida Statutes, and the Pasco County Land Development Code; and

WHEREAS, the Board hereby finds and declares that this Ordinance imposing a moratorium on the submission and acceptance of applications for building permits, site plans, development orders, development agreements, special exception uses, conditional uses, rezonings, and comprehensive plan amendments related to Data Center Facilities is in the best interest of the public health, safety, and welfare, and that it advances a valid and important public purpose.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pasco County, Florida, as follows:

SECTION 1. Authority.

This Ordinance is enacted pursuant to Chapter 125, Florida Statutes, and under the home rule powers of the County in the interest of the health, peace, safety, and general welfare of the people of Pasco County.

SECTION 2. Legislative Findings of Fact.

The foregoing Whereas clauses, incorporated herein, are true and correct. The Board further finds that to enable the Planning Development and Economic Growth Department and other affected County Departments the opportunity to research, study, and determine the appropriate treatment of Data Center Facilities in Pasco County, it is necessary to place a moratorium on the submission and acceptance of applications for building permits, site plans, development orders, development agreements, special exception uses, conditional uses, rezonings, and comprehensive plan amendments related to Data Center Facilities within the unincorporated area.

SECTION 3. Applicability.

The temporary moratorium is applicable to the unincorporated area of Pasco County, Florida. This temporary moratorium shall not apply to server rooms and computer rooms typically used to house IT and related network equipment located internally to a building where such rooms are incidental to the primary use in the building or on the site. After a determination of public necessity by the Board, an existing development agreement may be amended, or a new one adopted, by the Board to allow for the construction of a data center that is not a large load customer provided the agreement imposes

specific conditions addressing, including, but not limited to, all of the following: location, size, light, glare, height, water use, electrical power consumption, noise, and compatibility.

SECTION 4. Temporary Moratorium Imposed.

The County hereby imposes a temporary moratorium on the submission and acceptance of applications for building permits, site plans, development orders, development agreements, special exception uses, conditional uses, rezonings, and comprehensive plan amendments related to Data Center Facilities within the unincorporated areas. The adoption of this Ordinance is undertaken by the County in good faith and is intended to further the goals of the Comprehensive Plan and Chapter 163, Florida Statutes, and Chapter Law 2026-65 and is not intended to discriminate against those landowners which may be subject to this Ordinance.

SECTION 5. Duration of Temporary Moratorium.

The duration of this temporary moratorium shall be 12 months, or until such time as repealed by the Board, whichever occurs first, and may be extended by resolution of the Board to the extent permitted by law. In addition, this temporary moratorium shall not exceed 12 months unless approved by the Board of County Commissioners by a majority vote. The limited duration of this temporary moratorium has been established to accomplish appropriate planning and regulations for future development through the Land Development Code amendment process as described in Chapter 163, Part II, Florida Statutes, and the Comprehensive Plan.

SECTION 6. Severability.

It is declared to be the intent of the Board that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provisions and shall not be affected by such holding.

SECTION 7. Effective Date.

This Ordinance shall be filed with the Florida Department of State by the Clerk to the Board by electronic mail within ten (10) days after adoption and shall take effect upon such filing.

ADOPTED with a quorum present and voting this 14th day of July, 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

_____
NIKKI ALVAREZ-SOWLES, ESQ
PASCO COUNTY CLERK & COMPTROLLER

_____
JACK MARIANO, CHAIRMAN

90383

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-041 was published in said newspaper by print in the issues of 05/27/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **05/27/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

NOTICE OF AMENDMENTS TO THE LAND DEVELOPMENT CODE FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS ESTABLISHING A TEMPORARY MORATORIUM ON THE SUBMISSION AND ACCEPTANCE OF APPLICATIONS FOR BUILDING PERMITS, SITE PLANS, DEVELOPMENT ORDERS, DEVELOPMENT AGREEMENTS, SPECIAL EXCEPTION USES, CONDITIONAL USES, REZONINGS, AND COMPREHENSIVE PLAN AMENDMENTS RELATED TO DATA CENTERS, LARGE-SCALE DATA CENTERS AND OTHER LARGE LOAD CUSTOMERS WITHIN UNINCORPORATED PASCO COUNTY; PROVIDING FOR AUTHORITY; LEGISLATIVE FINDINGS OF FACT; TEMPORARY MORATORIUM IMPOSED; DURATION OF TEMPORARY MORATORIUM; SEVERABILITY; AND AN EFFECTIVE DATE.

On Thursday, June 11, 2026, at 1:30 p.m., the Pasco County Planning Commission convened as the Local Planning Agency will hold a public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

On Tuesday, June 16, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold a public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.

On Tuesday, July 14, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
[PDE26-04]

5/27/2026 DB

90383-1

Business Impact Estimate

Consistent with the posting requirement set forth in Section 125.66(3)(a), F.S., the County hereby publishes the following BIE information for this proposed ordinance on its website for public viewing and consideration on this 21st day of May, 2026:

Proposed ordinance's title/reference:

AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS ESTABLISHING A TEMPORARY MORATORIUM ON THE SUBMISSION AND ACCEPTANCE OF APPLICATIONS FOR BUILDING PERMITS, SITE PLANS, DEVELOPMENT ORDERS, DEVELOPMENT AGREEMENTS, SPECIAL EXCEPTION USES, CONDITIONAL USES, REZONINGS, AND COMPREHENSIVE PLAN AMENDMENTS RELATED TO DATA CENTERS, LARGE-SCALE DATA CENTERS AND OTHER LARGE LOAD CUSTOMERS WITHIN UNINCORPORATED PASCO COUNTY; PROVIDING FOR AUTHORITY; LEGISLATIVE FINDINGS OF FACT; TEMPORARY MORATORIUM IMPOSED; DURATION OF TEMPORARY MORATORIUM; SEVERABILITY; AND AN EFFECTIVE DATE.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The Pasco County Board of County Commissioners seeks to establish a temporary moratorium of one (1) year on the submission and acceptance of applications for building permits, site plans, development orders, development agreements, special exception uses, conditional uses, rezonings, and comprehensive plan amendments related to Data Center Facilities within the unincorporated area of Pasco County. The moratorium is reasonable and necessary to accomplish the goal of maintaining the status quo while considering the treatment of these Facilities and will serve the public health, safety, and general welfare of the residents and visitors to Pasco County by providing an opportunity for thoughtful and thorough consideration to reducing the negative impacts that these Facilities can have on a community.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in Pasco County, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

At this time it is impossible to estimate any compliance costs that the moratorium would impose on a business(es) seeking to establish a Data Center Facility within the unincorporated area as such businesses have not sought to locate in Pasco County.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and This ordinance does not impose a charge or a fee.
(c) An estimate of Pasco County's regulatory costs, including estimated revenues from any new charges or fees to cover such costs. This ordinance does not impose regulatory costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The number of businesses seeking to establish a Data Center Facility within Pasco County is unknown.

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PDE Memo Series

TO: Planning Services

DATE: May 29, 2026 FILE: PM-35

SUBJECT: On Data Processing and Data Centers

FROM: Nectarios Pittos, AICP, CPM, CNU-A
Planning Services Director

REFERENCES: Land Development Code
Chapter 500

The purpose of this Policy Memo (PM-35) is to interpret the land use term “data processing” in the Land Development Code (LDC) and to determine it as a separate and distinct use not associated with new uses such as “data centers”. The term “data processing” is not defined by the LDC.

As a land use, “data processing” appears in the following zoning districts of the LDC:

- Section 522.5.D.1.c.3.c of the EC-MPUD Standards of the MPUD Master Planned Unit Development District
- Section 523.2.A.2 of the PO-1 Professional Office District
- Section 524.2.A.2 of the PO-2 Professional Office District
- Section 527.3.A.20 of the C-3 Commercial/Light Manufacturing District
- Section 528.2.A.9 of the I-1 Light Industrial Park District
- Section 529.2.A.2 of the I-2 General Industrial Park District

It also appears in various definitions such as Business Services, Corporate Headquarters Building, and General Light Industrial. Each of these definitions contemplate the employment of people in significant quantities sufficient for and pursuant to the County’s economic development goals.

Data Processing v. Data Centers
As a land use, the term “data processing” is original from the 1975 Zoning Code. The 1975 term could not have contemplated uses that are referred to as “data centers” in the year 2026. In 1975, data processing (DP) referred to the systematic, automated, or semi-automated manipulation of data using computer mainframes or “minicomputers”. Data collection was often collected manually, prepared and then fed to computers often using punch cards or magnetic tape for input and storage. Data processing also included the employment of data managers in data processing departments with personnel to manage the data in what was known then as managed information systems (MIS). Data processing departments and MIS locations were often office or warehouse-like environments in company headquarters facilities or office parks.

In 2026, a “data center” is a physical facility or centralized location that houses an organization’s IT infrastructure, including servers, data storage systems, and network equipment - all of which either did not exist or does not

describe the type of infrastructure used in the 1970s to process data. A data center serves as the node for storing, managing, and distributing digital data and applications securely, supporting everything from enterprise workloads to cloud computing, Artificial Intelligence (AI), and e-commerce.

On May 7, 2026, Governor DeSantis signed Senate Bill (SB) 484 into law. The bill discussed data centers in this way:

A data center means “a facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be a free-standing structure or a facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment.”

The employment of individuals is incidental to the structure for general maintenance, not the actual computation and data synthesis that was conducted in “data processing” facilities as envisioned when the Land Development Code was written in the 1970s. The fact that the State only recently provided a definition for “data center” in 2026 is indicative of the difference between what was previously understood as an entirely human intelligence endeavor in data processing and what is now understood as an entirely autonomous operation using artificial intelligence (AI).

There are different types of data centers, but the main types include some of, or a combination of, the following:

- *Enterprise Data Centers*: built, owned and operated by a single company for their own needs.
- *Colocation Facilities*: a third party building wherein companies rent space and infrastructure.
- *Cloud Data Centers*: distributed, public facilities managed by providers like Amazon Web Service (AWS), Microsoft Azure, or IBM Cloud.
- *Managed Services Data Centers*: a third-party operation on behalf of another company or other companies.
- *Edge Data Centers*: smaller, decentralized sites located near end-users for faster data processing.
- *AI Data Centers*: highly specialized, high-density facilities designed specifically to train, deploy, and run large-scale AI models, such as large language models (LLMs) and generative AI. Unlike traditional data centers, AI facilities prioritize massive graphics processing unit (GPU) driven parallel processing, intense energy consumption, and advanced liquid cooling to manage AI-specific workloads. Synonyms include: AI Factories (infrastructure designed to produce intelligence at an industrial scale), GPU Clusters (grouping of high-performance GPUs for AI computation), Hyperscale AI Facilities (massive, automated cloud data centers), High-Performance Computing (HPC) Clusters.

Different Uses
Changes in technology that reduce workforce demand and multiply the quantity and the speed of data manipulation and information system delivery for a multiplicity of industries in near simultaneous timeframes over vast distances mean that the impact to communities is different between the data processing of the 1970s (and the pre-AI era) and the data centers of the 2020s. Notwithstanding the technological differences, physical differences include the amount of land acreage needed, size and scale of primary and secondary structures (onsite and offsite), dimensional implications to site standards, the number of people employed/ economic impact, the location of support infrastructure and the quantity of demand, among other things, for local infrastructure and resources in terms of water capacity, energy demand, internet capacity and transportation capacity.

Conclusion
Given the above information, the land use term “data processing” does not include the contemporary understanding of the land use referred to as “data centers”. Data centers can conduct data processing, but data processing as a land use in and of itself, as contemplated in the Land Development Code, cannot be considered a data center in and of itself.

NP

ec: David Allen, PE, Assistant County Administrator Development Services
David Engel, AICP, Planning, Development and Economic Growth Director
Patrick Dutter, AICP, Development Review Services Director
Ahsan Khalil, AICP, Assistant Development Review Services Director
David Goldstein, Chief Assistant County Attorney
Elizabeth Blair, Senior Assistant County Attorney
Joseph P. Murphy, Building Construction Services Director

CHAPTER 2026-65

Committee Substitute for
Committee Substitute for Senate Bill No. 484

An act relating to data centers; creating s. 163.326, F.S.; providing legislative findings; specifying that local governments maintain authority to exercise power and responsibility over comprehensive planning and land development regulations relating to large load customers; prohibiting a large load customer from being considered an electric substation; amending s. 288.075, F.S.; defining the term "data center"; providing an exception to a provision allowing an extension of certain confidentiality protections; creating s. 366.043, F.S.; providing legislative findings; defining terms; requiring public utilities to provide certain minimum tariff and service requirements for large load customers; requiring that such requirements ensure that large load customers bear their costs of service and that such costs are not shifted to the general body of ratepayers; requiring certain measures to minimize the risk of nonpayment of such costs; requiring that such minimum tariff and service requirements include certain provisions designed to prevent a public utility from providing electric service to a large load customer that is a foreign entity; prohibiting a customer from separating a certain electrical load into multiple smaller connections for a specified purpose; authorizing the Florida Public Service Commission to approve public utility tariffs that include certain utility industry-accepted ratemaking and other financial tools; prohibiting any tariff, contractual provision, service requirement, or other public utility policy from preventing or hindering the curtailment or interruption of electric service to a large load customer for certain purposes; prohibiting a public utility from knowingly providing electric service to a large load customer that is a foreign entity; requiring each public utility to file a tariff in compliance with the provisions of the bill by a specified date; amending s. 373.203, F.S.; defining terms; creating s. 373.262, F.S.; providing legislative intent; prohibiting the governing board of a water management district or the Department of Environmental Protection from issuing a permit for the consumptive use of water to a large-scale data center under certain circumstances; requiring that such permit be issued to a large-scale data center applicant if the applicant establishes that the proposed use of water satisfies certain requirements; requiring the governing board or the department to require the use of reclaimed water for a large-scale data center applicant's allocation when certain requirements are met; specifying requirements for certain permit applications; prohibiting the approval of permit applications without a hearing; amending s. 373.239, F.S.; requiring that consumptive use permit modifications proposed by a large-scale data center be treated in a specified manner; requiring the Office of Program Policy Analysis and Government Accountability to contract for a study relating to the construction and operation of large-scale data centers; providing requirements for the study; requiring the study to be submitted

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

to the Governor, the President of the Senate, and the Speaker of the House by a specified date; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Effective upon becoming a law, section 163.326, Florida Statutes, is created to read:

163.326 Large load customer considerations.—

(1) The Legislature finds that certain land uses, including facilities with substantial electric or other utility demands, such as data centers and other large load customers as defined in s. 366.043(2), may present unique planning, infrastructure, and compatibility considerations. The Legislature intends that such considerations shall be addressed through local comprehensive planning and land development regulations adopted pursuant to this chapter, including provisions related to infrastructure capacity, land use compatibility, environmental impacts, and the efficient provision of public facilities and services.

(2) Local governments shall maintain the authority to exercise the powers and responsibilities for comprehensive planning and land development regulation granted by law with respect to large load customers. A large load customer may not be considered an electric substation for the purposes of s. 163.3208.

Section 2. Paragraphs (a), (b), and (c) of subsection (1) of section 288.075, Florida Statutes, are redesignated as paragraphs (b), (c), and (d), respectively, paragraph (a) of subsection (2) is amended, and a new paragraph (a) is added to subsection (1) of that section, to read:

288.075 Confidentiality of records.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Data center" has the same meaning as in s. 373.203.

(2) PLANS, INTENTIONS, AND INTERESTS.—

(a)1. If a private corporation, partnership, or person requests in writing before an economic incentive agreement is signed that an economic development agency maintain the confidentiality of information concerning plans, intentions, or interests of such private corporation, partnership, or person to locate, relocate, or expand any of its business activities in this state, the information is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution for 12 months after the date an economic development agency receives a request for confidentiality or until the information is otherwise disclosed, whichever occurs first.

2. An economic development agency may extend the period of confidentiality specified in subparagraph 1. for up to an additional 12 months upon

written request from the private corporation, partnership, or person who originally requested confidentiality under this section and upon a finding by the economic development agency that such private corporation, partnership, or person is still actively considering locating, relocating, or expanding its business activities in this state. Such a request for an extension in the period of confidentiality must be received prior to the expiration of any confidentiality originally provided under subparagraph 1. This subparagraph does not apply to information described in subparagraph 1. relating to data centers.

If a final project order for a signed economic development agreement is issued, then the information will remain confidential and exempt for 180 days after the final project order is issued, until a date specified in the final project order, or until the information is otherwise disclosed, whichever occurs first. However, such period of confidentiality may not extend beyond the period of confidentiality established in subparagraph 1. or subparagraph 2.

Section 3. Section 366.043, Florida Statutes, is created to read:

366.043 Large load tariffs for public electric utilities.—

(1) The Legislature finds that the provision of safe and reliable electric services, provided at fair, just, and reasonable rates, is essential to the welfare of the ratepayers of this state. The Legislature further finds that when one class of electric service customer requires uniquely large electrical loads at a single location, it imposes a disproportionate risk on the other ratepayers of this state and makes it necessary for the commission to develop and enforce rate structures and other policies for such customers which ensure such risk is mitigated as much as possible and prevent shifting the costs of serving large load customers to the general body of ratepayers.

(2) As used in this section, the term:

(a) "Controlled by" means having the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or an entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the entity.

(b) "Foreign country of concern" has the same meaning as in s. 692.201.

(c) "Foreign entity" means an entity that is:

1. Owned or controlled by the government of a foreign country of concern; or

2. A partnership, an association, a corporation, an organization, or other combination of persons organized under the laws of or having its principal

CODING: Words stricken are deletions; words underlined are additions.

place of business in a foreign country of concern, or a subsidiary of such entity.

(d) "Large load customer" means a customer with an anticipated monthly peak load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval at a single location. The term does not include a load aggregated across multiple locations owned by the same customer. However, the term includes all customers or other entities that have entered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load provided in this paragraph.

(e) "Public utility" has the same meaning as in s. 366.02, except that the term does not include a gas utility.

(3) The following minimum tariff and service requirements for large load customers are required in public utility tariffs:

(a) The minimum tariff and service requirements must reasonably ensure that each large load customer bears its own full cost of service and that such cost is not shifted to the general body of ratepayers. Such cost of service includes, but is not limited to, connection, incremental transmission, incremental generation, and other infrastructure costs; operations and maintenance expenses; and any other costs required to serve a large load customer. The risk of nonpayment of such costs may not be borne by the general body of ratepayers.

(b) The minimum tariff and service requirements must include provisions reasonably designed to prevent a public utility from providing electric service to a customer that would otherwise qualify as a large load customer if that customer is a foreign entity.

(4) A customer may not separate an electrical load at a single location into multiple smaller connections to avoid being classified as a large load customer.

(5) To effectuate the requirements of subsection (3), the commission may approve public utility tariffs that include utility industry-accepted rate-making and other financial tools, including, but not limited to, the following:

(a) Contributions in aid of construction or other required customer infrastructure investments that may be returned, in whole or in part, to such customers over time.

(b) Demand charges, including minimum demand charges.

(c) Incremental generation charges.

(d) Financial guarantees.

(e) Minimum load factors.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(f) Take-or-pay provisions or similar provisions requiring payment for contracted capacity, regardless of a large load customer's actual electricity use or demand.

(g) Minimum period of service contract requirements, including early termination fees or other fees for violation of such contracts.

(6) Any tariff, contractual provision, service requirement, or other public utility policy relating to large load customers may not prevent or otherwise hinder the curtailment or interruption of electric service to a large load customer where such curtailment or interruption is intended to ensure grid stability, reduce the likelihood or breadth of wider service outages, or ensure public safety during an emergency or other exceptional circumstance.

(7) A public utility may not knowingly provide electric service to a customer that would otherwise qualify as a large load customer if that customer is a foreign entity.

(8) No later than October 1, 2026, each public utility shall file, for commission approval, a tariff that complies with this section.

Section 4. Effective upon becoming a law, subsections (3) and (4) of section 373.203, Florida Statutes, are redesignated as subsections (5) and (6), respectively, and new subsections (3) and (4) are added to that section, to read:

373.203 Definitions.—

(3) "Data center" means a facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be:

(a) A free-standing structure; or

(b) A facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment.

(4) "Large-scale data center" means a single location, with a data center on site, that has an anticipated monthly peak load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval. The term does not include a load aggregated across multiple locations owned by the same customer. However, the term includes all customers or other entities that have entered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load provided in this subsection.

Section 5. Section 373.262, Florida Statutes, is created to read:

373.262 Large-scale data center permitting.—

(1) It is the intent of the Legislature that the development and operation of large-scale data centers in this state be managed under a permitting framework that ensures this state's water resources are used in the public interest, in a manner that is not harmful to the water resources of this state, and consistent with local government zoning regulations and comprehensive plans.

(2) Consistent with other provisions of this part, the governing board of a water management district or the department may not issue a permit to a large-scale data center applicant for an allocation of water if the proposed use of the water is harmful to the water resources of the area or is prohibited by the applicable local government zoning regulations and comprehensive plan. A permit shall be issued to a large-scale data center applicant for an allocation of water if the applicant establishes that the proposed use of water:

(a) Is a reasonable-beneficial use as defined in s. 373.019;

(b) Will not interfere with any presently existing legal use of water; and

(c) Is consistent with the public interest.

(3) The governing board or the department shall require the use of reclaimed water in lieu of all or a portion of a proposed use of surface water or groundwater by a large-scale data center applicant when:

(a) A suitable reclaimed water supply source is available and permitted;

(b) Reclaimed water distribution or supply lines are available at the property boundary in sufficient capacity and quality to serve the applicant's needs;

(c) The applicant is capable of accessing the reclaimed water source through distribution or supply lines;

(d) Use of reclaimed water is environmentally, economically, and technically feasible; and

(e) Use of reclaimed water would not conflict with the requirements contained in the applicant's surface water discharge permit, if applicable.

(4)(a) In addition to the requirements of s. 373.229, all permit applications made under this part requesting an allocation of at least an average daily flow of 100,000 gallons of water per day by a large-scale data center must contain:

1. All sources and amounts of water and losses of water used for cooling, industrial and treatment processes, personal or sanitary needs of employees, and landscape irrigation; and

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

2. A water conservation plan that, at a minimum, incorporates recycling cooling water before discharge or disposal, implementation of a leak detection and repair program, use of water efficient fixtures, and implementation of an employee awareness and education program concerning water conservation.

(b) Notwithstanding s. 373.229(4), the governing board or the department may not approve a permit application made under this part by a large-scale data center without a hearing.

Section 6. Subsection (2) of section 373.239, Florida Statutes, is amended to read:

373.239 Modification and renewal of permit terms.—

(2) If the proposed modification involves water use of 100,000 gallons or more per day or is proposed by a large-scale data center as defined in s. 373.203, the application shall be treated under the provisions of s. 373.229 in the same manner as the initial permit application. Otherwise, the governing board or the department may at its discretion approve the proposed modification without a hearing, provided the permittee establishes that:

(a) A change in conditions has resulted in the water allowed under the permit becoming inadequate for the permittee's need, or

(b) The proposed modification would result in a more efficient utilization of water than is possible under the existing permit.

Section 7. The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall contract for an independent, interdisciplinary study of policy considerations related to the construction and operation of large-scale data centers, including, but not limited to, state, regional, or local economic development and tax revenue impacts; use of land, water, and other natural resources; energy use and related cost and rate impacts; and public health and safety related impacts. OPPAGA may contract with one or more nonpartisan academic or nonprofit research organizations with policy and scientific expertise in relevant fields of study. The study must identify any issues unique to the construction and operation of large-scale data centers in this state. The study must also include recommendations on facility siting and mitigation measures that should be considered to reduce any potential negative impacts. OPPAGA shall submit the study to the Governor, the President of the Senate, and the Speaker of the House of Representatives by July 1, 2027.

Section 8. Except as otherwise expressly provided in this act and except for this section, which shall take effect upon becoming a law, this act shall take effect July 1, 2026.

Approved by the Governor May 7, 2026.

Filed in Office Secretary of State May 7, 2026.

May 28 2026

Linda Young, 3853 Lomi Lomi Dr., Holiday FL 34691

To: Pasco County Planning Commission
Pasco County Board of County Commissioners

Subject: Request for Permanent Moratorium on Data Centers and Large Load Developments in Unincorporated Pasco County

Dear Members of the Planning Commission and County Board,

I am writing to express my strong concern regarding the continued consideration, approval, and development of data centers, large-scale data centers, and other high electrical load industrial customers within unincorporated Pasco County.

I respectfully request that the County adopt a permanent moratorium on the acceptance, review, approval, and development of these facilities in unincorporated areas.

My concerns are based on several important issues affecting residents and the long-term sustainability of our community, including:

- Increased strain on the electrical grid and public infrastructure
- Significant water consumption and environmental impacts
- Noise pollution from cooling systems and backup generators
- Increased traffic and industrialization of rural and residential areas
- Loss of community character and open space
- Potential negative impacts on nearby property values and quality of life
- Limited direct benefit to local residents compared to the burden placed on county resources

Pasco County's unincorporated communities should be protected from development that may permanently alter the rural and residential nature of these areas while placing substantial demands on infrastructure and public services.

I believe the County should prioritize sustainable growth, responsible land use planning, environmental protection, and the interests of existing residents over large-scale industrial expansion projects that may not align with the long-term vision for our community.

I respectfully urge the Planning Commission and County leadership to take proactive action by implementing a permanent moratorium on these types of developments before additional applications are approved.

Thank you for your time, consideration, and service to the residents of Pasco County. I appreciate the opportunity to share my concerns and request that this letter be included in the public record regarding future planning and zoning discussions related to data centers and large load developments.

Sincerely,

Linda Young 47lyoung@gmail.com

Outlook

FW: AI Data Centers

From Kathryn Dolatowski <kdolatowski@pascocountyfl.net>
Date Mon 6/1/2026 8:36 AM
To David H. Engel <dengel@pascocountyfl.net>; Patricia Crist Yingling <pcristyingling@pascocountyfl.net>

Katie Dolatowski Legislative Aide Commissioner Kathryn Starkey, District 3 Pasco Board of County Commissioners P 727-847-8100 x8109 8731 Citizens Drive, Suite 150 New Port Richey, FL 34654 kdolatowski@mypasco.net www.mypasco.net -----Original Message----- From: Becca Dorsey Sent: Saturday, May 30, 2026 8:02 AM To: Ron Oakley ; Seth D. Weightman ; Kathryn Starkey ; Lisa Yeager ; Jack Mariano Subject: AI Data Centers I'll be honest out the gate, I'm not good at this kind of thing. I've watched advocates for different issues speak and write so eloquently and have wished I possessed that same skillset. This may not be the best written email, but I hope you are able to see my sincerity. The issues surrounding AI Data Centers are popping up everywhere in our country. I am seeing mixed messages as to whether or not the development of one of these centers is a reality for Pasco County, but I do know the matter for a temporary moratorium will be addressed in the near future. I implore you to ultimately establish a permanent moratorium. Pasco County is being completely overdeveloped. This, in and of itself, is enough to cause irreparable damage to our environment in this beautiful county. The amount of water AI Centers require will exacerbate our water shortage. Pasco County is already prone to sinkholes, and I truly believe an AI Center will yield catastrophic results regarding the quality of air and the condition of the waterways in our county. It is my understanding the following list of items is impacting the areas in which AI Data Centers currently exist: The air surrounding a data center is immediately impacted. Diesel backup generators — which these facilities require by the dozens or even hundreds — release fine particulate matter and nitrogen oxides linked to asthma, heart disease, and respiratory illness. Internal noise levels can reach up to 96 decibels — well above the 85 dB threshold considered harmful to human hearing. Those living near a center reported having to deal with the increased noise levels on a daily basis causing sleep disruption. Long term effects will cause hearing loss. Water starts disappearing. A mid-sized data center uses roughly 300,000 gallons of water per day — the same as 1,000 homes. Between 80 and 90 percent of that water comes from surface water or groundwater — often the same sources our tap water comes from. Wildlife is impacted. Animal communication breaks down. Migration patterns shift. Nesting fails. The water table doesn't stop at the property line. Heavy reliance on groundwater can lead to aquifer depletion that threatens ecosystems and diminishes long-term water availability for surrounding communities, not just those next door. Again, I implore you to establish a permanent moratorium (and pass the temporary moratorium) that will prohibit an AI Data Center from ever being developed in Pasco County. We just don't need it. Our land, water and air are more important. Thank you, Rebecca Dorsey Sent from my iPhone

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
Pasco Board of County
Commissioners
P 727-847-8100 x8109
8731 Citizens Drive, Suite 150
New Port Richey, FL 34654
kdolatowski@mypasco.net
www.mypasco.net

From: Christy Cromer-Stephens <cas71127@yahoo.com>
Sent: Thursday, May 28, 2026 8:28 AM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: Data Center - PASCO COUNTY

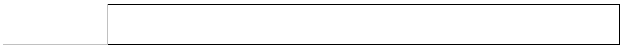
I am submitting this comment in strong opposition to the proposed data center development in Pasco County.

This project represents a significant and unacceptable environmental risk. Developments of this scale are well known to require substantial land use, water consumption, and energy demand, all of which directly impact local ecosystems and long-term environmental stability. These are not minor concerns, yet they do not appear to be driving the decision-making process. Pasco County is already experiencing rapid and unsustainable growth. Infrastructure is strained, natural resources are under pressure, and residents are already dealing with the consequences of overdevelopment. Of particular concern is our limited water supply, which is increasingly stressed by current growth trends. Approving a high-demand facility such as a data center will only accelerate these issues and place further strain on resources that are already nearing their limits.
In addition, the financial burden on residents cannot be ignored. Increased utility demand will inevitably translate into higher costs, further impacting a community that is already facing rising expenses tied to ongoing development.

At this point, it is difficult not to conclude that Pasco County is prioritizing continued expansion over the well-being of its current residents. Decisions like this give the clear impression that the County does not have the best interests of the community in mind. Responsible governance requires balancing growth with sustainability, resource availability, and quality of life. This proposal fails to meet that standard.

I urge the Board to reject this development

Kind Regards,
Christy



Sent from my iPhone

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey, District 3
Pasco Board of County Commissioners
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New Port Richey, FL 34654
kdolatowski@mypasco.net
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From: cbeliard@aol.com <cbeliard@aol.com>
Sent: Sunday, May 31, 2026 5:54 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>; CLEEFORD ALEX BELIARD <cbeliard@aol.com>
Subject: Fw: data center

----- Forwarded Message -----
From: cbeliard@aol.com <cbeliard@aol.com>
To: cgrey@mypasco.net <cgrey@mypasco.net>; jgirardi@mypasco.net <jgirardi@mypasco.net>; cpoole@mypasco.net <cpoole@mypasco.net>; jmoody@mypasco.net <jmoody@mypasco.net>; mmunz@mypasco.net <mmunz@mypasco.net>; dpontilitz@mypasco.net <dpontilitz@mypasco.net>; roakley@mypasco.net <roakley@mypasco.net>; sweightman@mypasco.net <sweightman@mypasco.net>; kstarkey@mypasco.net <kstarkey@mypasco.net>; lyeager@mypasco.net <lyeager@mypasco.net>; jmariano@mypasco.net <jmariano@mypasco.net>; CLEEFORD ALEX BELIARD <cbeliard@aol.com>
Sent: Sunday, May 31, 2026 at 05:50:24 PM EDT
Subject: data center

I DO NOT want data centers in Pasco County

Cleeford Beliard

3731 Topsail Trail
New Port Richey, FL 34652

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
Pasco Board of County
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8731 Citizens Drive, Suite 150
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kdolatowski@mypasco.net
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From: Hannah Joseph <hannah.r.joseph.hrj@gmail.com>
Sent: Thursday, May 28, 2026 9:35 AM
To: Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: Data center concerns - County Commisioners

Dear Sir and Ma'am's,

I am writing to express my concerns regarding the potential approval of the proposed data centers. Given the information available, there are significant worries that such a development could lead to a catastrophic outcome.

In light of this, I am curious about the reasoning behind the continued push for these projects. Is this due to a lack of complete information regarding the impact, or are there other motivations at play that outweigh these environmental and community concerns?

I urge you to seek further wisdom on this matter and find the strength to reconsider the long-term consequences of this decision.

Best regards,
Hannah Joseph

Hannah Joseph

Outlook

FW: Data centers

From Kathryn Dolatowski <kdolatowski@pascocountyfl.net>
Date Thu 5/28/2026 4:08 PM
To David H. Engel <dengel@pascocountyfl.net>; Patricia Crist Yingling <pcristyingling@pascocountyfl.net>

Katie Dolatowski Legislative Aide Commissioner Kathryn Starkey, District 3 Pasco Board of County Commissioners P 727-847-8100 x8109 8731 Citizens Drive, Suite 150 New Port Richey, FL 34654 kdolatowski@mypasco.net www.mypasco.net -----Original Message----- From: Linda Rowley Sent: Thursday, May 28, 2026 2:44 PM To: roakley@mypasco.ney; Seth D. Weightman ; Kathryn Starkey ; Lisa Yeager ; jmarino@mypasco.net Subject: Data centers I'm writing as a Pasco homeowner, tax payer and voter to urge you to pass the proposed moratorium on any and all applications for large scale data centers. There is abundant proof that these centers are damaging to property, the environment, wildlife and humans and should not be permitted to be built anywhere in Pasco...or Florida for that matter. We already have frequent drought conditions which will be made much worse by large scale water users. There are reported multiple health conditions created by the conditions around these centers which will adversely affect Pasco residents especially children. Please pass the moratorium on these businesses so that Pasco can continue to be a great place to live. Thank you, Linda Rowley 10483 Echo Dock Loop SanAntonio, FL Sent from my iPad

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
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kdolatowski@mypasco.net
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From: Sibrena Robb <sibrenar@yahoo.com>
Sent: Thursday, May 28, 2026 1:01 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: Data Centers in Pasco County

Good Afternoon Pasco County Commissioners,

I am writing to urge you to reconsider Data Centers built in Pasco County. Existing data centers across the US show they use an excessive amount of water and power. We are already in a drought! We do not need to waste our precious water resources on computers. People living near existing data centers have reported poor water quality and/or low pressure from their water faucets. Pasco residents need clean water more than we need a data center. The US has a sufficient number of existing data centers we do not need any more. The below points discuss how existing data centers have disrupted living conditions around them.

AT THE FENCE LINE/DIRECT NEIGHBORS: The air around a data center is not the same air you grew up breathing. Diesel backup generators — which these facilities require by the dozens or even hundreds — release fine particulate matter (PM2.5) and nitrogen oxides (NOx) linked to asthma, heart disease, and respiratory illness. Those generators emit 200 to 600 times more nitrogen oxides than natural gas plants. (World Resources Institute) At the xAI facility in Memphis, a Time Magazine investigation found that nitrogen dioxide levels in the air markedly increased from pre-data center levels in areas immediately surrounding the facility. (Sehn)The

noise never stops. Internal noise levels can reach up to 96 decibels — well above the 85 dB threshold considered harmful to human hearing. (PubMed Central) Neighbors near a Virginia facility described sound levels of 90 decibels at their homes. One resident said he can no longer open his windows. Another put mattresses against the glass to block it out.The light from hyperscale facilities runs all night, disrupting the natural circadian rhythms of the body — including melatonin production and sleep-wake cycles. (EHP) Sleep disruption. Chronic stress. Hearing loss. These aren't hypotheticals. They are documented outcomes in communities that said yes before they understood what they were saying yes to.

WITHIN A MILE: The land changes. The average data center site in 2024 covered about 224 acres — roughly 450 football fields — a 144% increase in footprint since 2022. (World Resources Institute) Farmland gone. Forests cleared. Viewsheds destroyed. The water starts disappearing. A mid-sized data center uses roughly 300,000 gallons of water per day — the same as 1,000 homes. (Nixon Peabody) Between 80 and 90 percent of that water comes from surface water or groundwater — often the same sources your tap water comes from. (Fwpcoa) Most of it evaporates in the cooling towers and never comes back. Wildlife starts acting differently. Researchers describe data centers as potential "sensory danger zones" — places where light and noise exceed the thresholds at which there are measurable fitness consequences for species. (National Wildlife Federation) Animal communication breaks down. Migration patterns shift. Nesting fails.

AND DOWNSTREAM: The water table doesn't stop at the property line. Heavy reliance on groundwater can lead to aquifer depletion that threatens ecosystems and diminishes long-term water availability for surrounding communities — not just those next door. (Waterplan)The power plants that feed these facilities pollute far beyond the data center itself. Datacenters rely heavily on energy from large-scale power plants — facilities now increasingly co-located with data centers to avoid delays in grid upgrades. (arXiv) Whatever that plant burns, your airshed absorbs. A September 2025 study found that air pollutants from data center operations increase rates of respiratory diseases and cardiovascular conditions, and elevate cancer risks among nearby communities. (EHP)

THIS IS PENNSYLVANIA RIGHT NOW: From Penn Forest Township to Kline Township to Salem Township to Archbald Borough — proposals are moving. Permits are being filed. Ordinances are being written or ignored. The research is clear. The damage is real. The question is whether your municipality is asking the hard questions before the ground gets broken — or after. You deserve to know what's being built next to your water. Your land. Data Center Accountability / Carbon County, PAUnpaid. Independent.

I highly suggest you encourage more research prior to allowing data centers to be built here. So far, the negatives outweigh the positives. The negatives, I suspect are sufficient enough to lower property values of neighboring homes. Please do not consider a data center build until it is possible to build without using clean water, without being a strain on our power grid and without being an environmental burden. Keep Pasco beautiful! Keep Pasco a place where people want to live! Your choices will be considered in the next elections. Listen to the people you represent.

Sources: National Wildlife Federation (Sept. 2025) · World Resources Institute (Feb. 2026) · Environmental Health Project (Feb. 2026) · PMC/Public Health Research (2025) · Science & Environmental Health Network (Aug. 2025) · Nixon Peabody/Joyce Foundation (2024) · Smithsonian Magazine (Sept. 2025) BBC 'I can't drink the water' (July 2025) NewsNation (May 2026)

Thank you
Sibrena Maldonado
Holiday, FL Resident

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
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Commissioners
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From: JENNIFER & DAVID HORVATH <moxiecola@comcast.net>
Sent: Sunday, May 31, 2026 8:14 AM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: Data Centers

To Whom it May Concern

I am writing to express my concerns regarding the potential approval of the proposed data centers. Given the information available, there are significant worries that such a development could lead to a catastrophic outcome.

In light of this, I am curious about the reasoning behind the continued push for these projects. Is this due to a lack of complete information regarding the impact, or are there other motivations at play that outweigh these environmental and community concerns?

I urge you to seek further wisdom on this matter and find the strength to reconsider the long-term consequences of this decision.

Sincerely,

Jennifer Horvath

Yahoo Mail: Search, Organize, Conquer

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
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www.mypasco.net

From: James — Florida Data Centers <james@floridadatacenters.org>
Sent: Tuesday, May 26, 2026 10:10 PM
To: Ron Oakley <roakley@pascocountyfl.net>; Marisa Moore <mmoore@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; mwells@pascocountyfl.net; Jack Mariano <jmariano@pascocountyfl.net>
Cc: protectinghealthandwealth@gmail.com
Subject: Formal Opposition to Data Center Development — Electrical Grid and Ratepayer Costs — Stacy Smith, Pasco County Resident

Dear Commissioner Oakley, Commissioner Moore, Commissioner Starkey, Commissioner Wells, and Commissioner Mariano,

My name is Stacy Smith. I am a resident of Pasco County at 7618 Kickliter Lane, Land O' Lakes. This is my third letter formally opposing hyperscale data center development in Pasco County.

ELECTRICAL GRID

Duke Energy Florida serves most of Pasco County. A hyperscale data center draws between 100 and 500 megawatts of continuous, uninterrupted power — equivalent to the peak demand of 80,000 to 400,000 typical Florida homes. The substations, switching stations, and transmission upgrades required to serve that load represent a capital investment of hundreds of millions of dollars.

In Virginia, residential utility customers experienced bill increases of 10 to 20 percent that were partly attributable to data center grid infrastructure socialized through general rate base adjustments. Florida SB 484, signed by

Governor DeSantis on May 7, 2026, specifically prohibits Duke Energy Florida from shifting data center infrastructure costs onto residential ratepayers. That law was passed because the alternative — unlimited cost socialization — was a documented, ongoing harm to residential customers in states that lacked that protection.

This Board should require, as a mandatory condition of any data center application, that Duke Energy Florida certify in writing that all transmission and substation infrastructure required to serve the proposed facility will be funded exclusively by the developer under a dedicated large-load tariff, with zero cost recovery through general residential or commercial rate adjustments. That certification should be a public document in the permit record before any vote is scheduled.

This letter constitutes part of the permanent public record under Florida's Sunshine Law (Chapter 286, F.S.) and Public Records Act (Chapter 119, F.S.).

Respectfully,
Stacy Smith
7618 Kickliter Lane
Land O' Lakes, FL 34637
protectinghealthandwealth@gmail.com

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
Pasco Board of County
Commissioners
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8731 Citizens Drive, Suite 150
New Port Richey, FL 34654
kdolatowski@mypasco.net
www.mypasco.net

From: James — Florida Data Centers <james@floridadatacenters.org>
Sent: Tuesday, May 26, 2026 10:07 PM
To: Ron Oakley <roakley@pascocountyfl.net>; Marisa Moore <mmoore@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; mwells@pascocountyfl.net; Jack Mariano <jmariano@pascocountyfl.net>
Cc: protectinghealthandwealth@gmail.com
Subject: Formal Opposition to Data Center Development — Health and Air Quality — Stacy Smith, Pasco County Resident

Dear Commissioner Oakley, Commissioner Moore, Commissioner Starkey, Commissioner Wells, and Commissioner Mariano,

My name is Stacy Smith. I am a resident of Pasco County at 7618 Kickliter Lane, Land O' Lakes. This is my second letter formally opposing hyperscale data center development in Pasco County.

HEALTH — AIR QUALITY

Hyperscale data centers require between 50 and 200 diesel backup generators per campus. In Pasco County — where thunderstorms and tropical weather systems cause frequent power outages — those generators run regularly, not just during scheduled testing. Each run produces PM2.5, NOx, carbon monoxide, and volatile organic compounds. The EPA classifies diesel exhaust as a probable human carcinogen. PM2.5 at elevated concentrations causes asthma exacerbation, cardiac events, stroke, and premature mortality.

Land O' Lakes is a rapidly growing residential community. Families with children, expectant mothers, and residents with pre-existing respiratory

conditions are the most vulnerable to diesel particulate exposure, and they are precisely the population being drawn to Pasco County by its residential development. This community did not choose to live next to an industrial facility. Any data center applicant must provide a certified independent air quality impact assessment reviewed by the Florida Department of Environmental Protection before any county permit is considered.

Industrial cooling towers at hyperscale campuses also present Legionella amplification risk under Florida's humid subtropical conditions. A certified Legionella water management plan reviewed by the Florida Department of Health must also be required.

This letter constitutes part of the permanent public record under Florida's Sunshine Law (Chapter 286, F.S.) and Public Records Act (Chapter 119, F.S.).

Respectfully,
Stacy Smith
7618 Kickliter Lane
Land O' Lakes, FL 34637
protectinghealthandwealth@gmail.com

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey, District 3
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From: James — Florida Data Centers <james@floridadatacenters.org>
Sent: Tuesday, May 26, 2026 10:06 PM
To: Ron Oakley <roakley@pascocountyfl.net>; Marisa Moore <mmoore@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; mwells@pascocountyfl.net; Jack Mariano <jmariano@pascocountyfl.net>
Cc: protectinghealthandwealth@gmail.com
Subject: Formal Opposition to Data Center Development — Water Supply and Aquifer Protection — Stacy Smith, Pasco County Resident

Dear Commissioner Oakley (District 1), Commissioner Moore (District 2, Vice Chair), Commissioner Starkey (District 3, Chair), Commissioner Wells (District 4), and Commissioner Mariano (District 5),

My name is Stacy Smith. I am a resident of Pasco County at 7618 Kickliter Lane, Land O' Lakes. I am writing to formally oppose any current or proposed hyperscale data center development in Pasco County and to urge this Board to adopt protective provisions before any such project advances.

WATER SUPPLY

Pasco County's rapid residential growth has placed the Floridan Aquifer and the Southwest Florida Water Management District's permitted water supply framework under sustained pressure. Land O' Lakes, Lutz, and the broader eastern Pasco corridor draw water from the same aquifer system that is also being tapped by Tampa Bay Water's regional wellfields. A hyperscale data center consuming 1 to 5 million gallons per day adds industrial-scale demand

to a system that is already operating near its permitted capacity in parts of this county.

The SWFMD recently updated its data center water permit policy to require governing board approval at publicly noticed meetings — an acknowledgment that these demands are too consequential for routine administrative handling. That policy change happened because data center water use is not comparable to ordinary commercial or residential demand. Any data center application in Pasco County must obtain a complete SWFMD consumptive use permit as a mandatory condition of county approval. Florida SB 484, signed May 7, 2026, requires data centers to use reclaimed water where feasible — compliance must also be a required condition.

I urge this Board to adopt a moratorium on hyperscale data center development, following the precedent set by Citrus County on May 13, 2026.

This letter constitutes part of the permanent public record under Florida's Sunshine Law (Chapter 286, F.S.) and Public Records Act (Chapter 119, F.S.).

Respectfully,
Stacy Smith
7618 Kickliter Lane
Land O' Lakes, FL 34637
protectinghealthandwealth@gmail.com

Outlook

FW: Formal Opposition to Large-Scale Data Center Development — Pasco County Resident Doris Carroll

From Kathryn Dolatowski <kdolatowski@pascocountyfl.net>
Date Mon 6/1/2026 8:37 AM
To David H. Engel <dengel@pascocountyfl.net>; Patricia Crist Yingling <pcristyingling@pascocountyfl.net>

Katie Dolatowski Legislative Aide Commissioner Kathryn Starkey, District 3 Pasco Board of County Commissioners P 727-847-8100 x8109 8731 Citizens Drive, Suite 150 New Port Richey, FL 34654 kdolatowski@mypasco.net www.mypasco.net -----Original Message----- From: Florida Data Centers Sent: Friday, May 29, 2026 7:56 PM To: Jack Mariano ; Ron Oakley ; Seth D. Weightman ; Kathryn Starkey ; gbradford@mypasco.net Cc: dorishcarroll1@gmail.com Subject: Formal Opposition to Large-Scale Data Center Development — Pasco County Resident Doris Carroll Dear Pasco County Board of County Commissioners, My name is Doris Carroll, and I reside at 5244 Hawk Dr, Pasco County, Florida. I am writing to formally oppose any proposed hyperscale or large-scale data center development in Pasco County and to urge each Commissioner to take immediate, decisive action to protect our community's water supply, electric grid, environment, and right to government transparency. WATER SUPPLY Pasco County sits atop the Florida aquifer system, one of the most productive and ecologically sensitive freshwater systems in the world. A single hyperscale data center can consume millions of gallons of water per day for cooling. Florida's landmark SB 484 (Chapter 2026-65, signed May 7, 2026) now prohibits water management districts and the DEP from issuing consumptive use permits to large-scale data centers where the proposed use is harmful to the area's water resources. I urge this Board to formally communicate to the Southwest Florida Water Management District (SWFWMD) that Pasco County's residential and agricultural water needs must take absolute priority, and that no data center project should receive a consumptive use permit without full independent analysis of its impact on local water availability, well water levels, and aquifer recharge. ELECTRIC GRID STABILITY A single AI-focused data center can demand as much electricity as 100,000 ordinary homes. Pasco County's grid infrastructure was designed to serve homes, businesses, and schools — not industrial megaconsumers. Florida SB 484 mandates that the Public Service Commission ensure large load customers pay their own full cost of service, with zero cost shifted to residential ratepayers. I ask this Board to formally oppose any data center project that cannot provide documented proof of grid-neutral impact on Pasco County residents, and to demand that Duke Energy and TECO provide written assurances that no infrastructure upgrade costs will be borne by residential customers. TRANSPARENCY Florida SB 484 establishes that large-scale data center developers may not conceal their plans from local governments for more than one year. However, even a single year of secrecy is too long when the impacts on our water, grid, and neighborhoods can be irreversible. Under Florida Statute § 286.011 (the Sunshine Law), all meetings of public boards and commissions must be open to the public. I urge this Board to adopt a formal policy requiring immediate public disclosure the moment any data center developer initiates contact with Pasco County, its Economic Development Council, or any affiliated agency. ENVIRONMENT Florida Statute § 163.3177 requires Pasco County's comprehensive plan to include a conservation element protecting natural resources. Data centers create massive impervious surfaces, generate light and noise pollution, strain stormwater systems, and can degrade wetland and habitat corridors. I urge this Board to invoke its full land development regulation authority, expressly preserved by SB 484, to require environmental impact assessments,

habitat surveys, and stormwater management plans before any data center application is approved. I also urge you to mandate the use of reclaimed water for cooling as a minimum condition of any approval, in alignment with SB 484's reclaimed water provisions. REQUEST FOR ACTION I respectfully ask this Board to: 1. Adopt a formal resolution affirming Pasco County's commitment to protecting its residents from the impacts of large-scale data center development. 2. Require full public hearings with substantial advance notice before any data center land use application is processed. 3. Formally request that SWFWMD deny any data center consumptive use permit that poses any risk to Pasco County's aquifer or residential water supply. 4. Demand full compliance with Florida SB 484 (Chapter 2026-65) and all applicable local comprehensive plan requirements. 5. Adopt an immediate disclosure policy requiring that any data center developer contact be made public within 30 days. The people of Pasco County elected you to protect them. I urge you to do exactly that. Respectfully submitted, Doris Carroll 5244 Hawk Dr Pasco County, Florida --- This letter was submitted on behalf of the resident by Florida Data Centers. Florida Data Centers | james@floridadatacenters.org

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
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8731 Citizens Drive, Suite 150
New Port Richey, FL 34654
kdolatowski@mypasco.net
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From: Lynn Foggia <lynnfoggia@gmail.com>
Sent: Thursday, May 28, 2026 5:40 PM
To: Kathryn Starkey <kstarkey@pascocountyfl.net>; Charles Grey <cgrey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>
Subject: Further development.

Dear County Commissioners,

I am writing as a concerned resident to express my strong opposition to continued large-scale development in our county, especially the proposed expansion of industrial-scale data centers.

Our community is already experiencing the effects of rapid growth — increased traffic, strain on infrastructure, loss of green space, pressure on water resources, rising noise levels, and a gradual erosion of the rural and residential character that many of us chose this area for in the first place. Approving additional large developments without fully considering the long-term consequences threatens the quality of life for current residents.

I am particularly concerned about data center development. While these projects are often presented as economic opportunities, the reality is that data centers consume enormous amounts of electricity and water, create constant noise from cooling systems and generators, and provide relatively few permanent jobs compared to the size and impact of the facilities. They can permanently alter landscapes and place significant burdens on local utilities and infrastructure.

Residents should not be expected to sacrifice our environment, peace, property values, and community identity for projects that primarily benefit outside corporations. Growth should be responsible, measured, and aligned with the wishes of the people who already live here.

I urge the Commission to:

- Reject or place strict limitations on additional high-density and industrial development projects, including data centers.
- Require comprehensive environmental and infrastructure impact studies before approving any new projects.
- Protect residential areas, agricultural land, wetlands, wildlife habitats, and natural resources.
- Prioritize transparency and meaningful public input in all zoning and development decisions.
- Focus on sustainable planning that preserves the character and livability of our community for future generations.

Please remember that your responsibility is not only to encourage economic growth, but also to protect the health, safety, and quality of

life of the residents you represent.

Thank you for your time and consideration.

Sincerely,

Lynn Foggia

31725 Magna gulf loop

San Antonio fl 33576

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey, District 3
Pasco Board of County Commissioners
P 727-847-8100 x8109
8731 Citizens Drive, Suite 150
New Port Richey, FL 34654
kdolatowski@mypasco.net
www.mypasco.net

From: Gregory Smith <smithgp2u@gmail.com>
Sent: Thursday, May 28, 2026 11:06 AM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Derek Pontlitz <dpontlitz@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>
Cc: Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: Moratorium on Large Scale Data Centers (proposed ordinance)

I support a moratorium on new applications for large scale data centers until we all have a better idea on the impacts, particularly electric power and water consumption, as well as impacts on society generally and Pasco County residents and businesses in particular.

These data centers and the artificial intelligence technologies driving them are coming. We understand that. But we need to explore matters of public interest. Who benefits? Who pays? Who is affected by the side effects? Once these questions are explored, we need to address questions such as

how to regulate them, how to minimize negative impacts, and how they will affect the overall business and living environment in Pasco County.

Rational caution is a reasonable approach.

--

Greg Smith
Tel: 352-588-0922, Cell: 352-467-0170



Katie Dolatowski
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Commissioner Kathryn Starkey,
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From: Steve Kline <ekline.mobile@gmail.com>
Sent: Thursday, May 28, 2026 3:02 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; lyearger@mypasco.net; Jack Mariano <jmariano@pascocountyfl.net>
Subject: new ai datacenters in pasco

To whom it may concern regarding growth strategies for Pasco,

I'm a technology person, I've worked in this field for most of my working career and currently work as a cybersecurity expert. I use AI in part of my daily professional and personal life. However, I would give up these conveniences to avoid having an AI datacenter in my backyard. They aren't worth it.

My take is that these endless datacenters for AI aren't worth the cost to our environment and our tourism communities. We must ask what we are really going to gain from this. Is it more awful AI videos on social media? Are they trying to use agentic solutions to cure illnesses? Extremely unlikely considering ChatGPT can't tell the difference between a urethroscopy and a nasal endoscopy. I thought that meme was just an exaggeration until I asked ChatGPT what the image depicted and it reported a nasal endoscopy.

Here are some considerations I've gathered/observed over the past few months that should be heavily weighed against:

- January the UN declared we're in a global water bankruptcy. We literally have places in the world where water cannot be recovered or restored to

stabilize the region.
- These AI datacenters consume millions of gallons of drinking water
- Areas that currently support massive datacenters are destabilizing and predicting failure, in addition to the global water bankruptcy already reported.

Common large complaints for areas near new AI data centers include:

- Complaints of unending light pollution
- Complaints of rising temperatures in the area
- Complaints of constant humming for miles near the data centers?

What about long-term unknowns?

- How will the datacenter's humming or constant frequency impact the area?
- What's the risk to aquatic life near the shore?
- What are the risks to the microbiology in the water or springs in the area?
- What about the ground once it is installed?
- Will it cause sinkholes around the area as the frequencies agitate sedimentary movement?

On top of that, we're looking at a huge increase in electricity costs because higher demand will drive up the rates per kWh significantly.

I'm all for improving and evolving tech, but this doesn't seem worth the risk of generating or perpetuating more sinkholes or the impact on the multi-billion dollar tourism industry here.

Adding more datacenters is about greed at this point for more CPU cycles. We stopped being efficient with AI when executives started figuring how to let people go instead of letting people grow. This venture promises no major jobs. This new datacenter will require the minimum number of people necessary to maintain it and secure the premises around the clock.

Hindsight is 20/20, here are some articles to provide the right perspective on the possibilities here. While the money seems enticing, the long-term prospects don't seem worth adding AI datacenters here. My observation when explaining most of the these issues is that people do NOT want new AI datacenters near their homes.

https://news.un.org/en/story/2026/01/1166800

https://www.lincolninst.edu/publications/land-lines-magazine/articles/land-water-impacts-data-centers/

https://potomac.org/blog/2026/4/13-most-endangered-rivers-potomc-river

https://thebulletin.org/2026/05/your-ai-chatbot-is-polluting-my-backyard/

https://www.theinvadingsea.com/2026/03/05/data-centers-arificial-intelligence-florida-drinking-water-springs-aquifer-dry-wells-sinkholes/

https://www.yahoo.com/lifestyle/articles/ai-data-centers-could-hurting-183238753.html

https://www.politico.com/news/2026/04/13/missouri-city-council-data-center-00867259

Thanks,
Esteban "Steve" Kline
OSCP, OSWA, GPEN, GCED, SPCAD, MCITP, RHCSA
Mobile: (813) 395 - 4535
My GIAC Cert Verification
My OSCP Verification

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From: Lindie Raiano <l.raiano@hotmail.com>
Sent: Thursday, May 28, 2026 5:24 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: No AI Data Centers

Good afternoon,

After viewing a post on the Pasco Accountability and Transparency page online, I felt strongly that I needed to include myself, along with countless others, who are completely and entirely against AI data centers entering this county.
In the time I have lived in this county I have seen strain from multiple sources put onto the land and communities. Traffic, road deterioration, concerns for water, concerns of strain on the land, overdevelopment, the list goes on. How could we continue to try to enjoy the rural beauty and natural environment of Florida, in our county, if we allow a poisonous project to enter our area?
It is not merely about the opinions of the families and individuals that call this area home (though, the rights and input of said people should be valued greatly as this is whom your decisions impact directly and significantly), it is about facts. Critically important, environmentally altering facts, for which recovery could very well be impossible. I'm sure very few are unaware of the destruction the existing AI data centers have already caused. Contaminated water supply, energy use that rivals nuclear weaponry, continued destruction of natural land, and countless other negative effects that are occurring unregulated, untested, and seemingly without concern. Coupled with the

significant, negative impact on the land and those that live on it, we are seeing the voices of home/land owners being ignored when they do the right thing and speak up against these developments. When they TRUST in their government officials to listen to their voice. In a country claiming to be founded on democracy, we should be ashamed. To allow a dollar sign or pressure from a conglomerate to steamroll over our citizens rights and wishes, shows that as a country we are failing the very principles we claim to stand for. Pasco county cannot follow in the misguided footsteps of those who supported data centers, for the consequences would be swift and devastating. You all have a duty to hear your county to stand up for their wishes, to protect their property and home.
Would you want to live in a county where your opinions are null and void? Would you want to support individuals who appear to have no concern for the wellbeing of anyone but themselves? Do you want to be the reason a family's water supply is rendered completely useless and unsafe?
If we are to have faith in our appointed representatives; I should think the answer to those questions are a strong "no". There needs to be accountability for something that has vastly more risk than perceived reward. AI data centers have NO PLACE in Pasco County, Florida, or quite frankly anywhere else. The facts are there. The people have spoken. Benefits are nonexistent. I implore you to make the right choice and stand up for those you're employed to represent. Anything less is an abject failure.

Respectfully,
A concerned Pasco County Resident

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Katie Dolatowski
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From: Christina Nicholas <christina.s.paez@gmail.com>
Sent: Thursday, May 28, 2026 9:16 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: No Ai Data Centers in Pasco

Hello,

My name is Christina Nicholas. I've beena resident of Pasco County for 22 years. I've seen the county grow and develop, some for the better and some for the worse.

Please, do not approve any AI Data Centers. They tell you it's just a building full of computers. Here's what they don't tell you.

AT THE FENCE LINE: The air around a data center is not the same air you grew up breathing. Diesel backup generators — which these facilities require by the dozens or even hundreds — release fine particulate matter (PM2.5) and nitrogen oxides (NOx) linked to asthma, heart disease, and respiratory illness. Those generators emit 200 to 600 times more nitrogen oxides than natural gas plants. (World Resources Institute). At the xAI facility in Memphis, a Time Magazine investigation found that nitrogen dioxide levels in the air markedly increased from pre-data center levels in areas immediately surrounding the facility.

(Sehn)The noise never stops. Internal noise levels can reach up to 96 decibels — well above the 85 dB threshold considered harmful to human hearing. (PubMed Central) Neighbors near a Virginia facility described sound levels of 90 decibels at their homes. One resident said he can no longer open his windows. Another put mattresses against the glass to block it out.

The light from hyperscale facilities runs all night, disrupting the natural circadian rhythms of the body — including melatonin production and sleep-wake cycles. (EHP) Sleep disruption. Chronic stress. Hearing loss. These aren't hypotheticals. They are documented outcomes in communities that said yes before they understood what they were saying yes to.

WITHIN A MILE: The land changes. The average data center site in 2024 covered about 224 acres — roughly 450 football fields — a 144% increase in footprint since 2022. (World Resources Institute) Farmland gone. Forests cleared. Viewsheds destroyed.The water starts disappearing. A mid-sized data center uses roughly 300,000 gallons of water per day — the same as 1,000 homes. (Nixon Peabody) Between 80 and 90 percent of that water comes from surface water or groundwater — often the same sources your tap water comes from. (Fwpcoa) Most of it evaporates in the cooling towers and never comes back.Wildlife starts acting differently. Researchers describe data centers as potential "sensory danger zones" — places where light and noise exceed the thresholds at which there are measurable fitness consequences for species. (National Wildlife Federation) Animal communication breaks down. Migration patterns shift. Nesting fails. The water table doesn't stop at the property line. Heavy reliance on groundwater can lead to aquifer depletion that threatens ecosystems and diminishes long-term water availability for surrounding communities — not just those next door. (Waterplan)The power plants that feed these facilities pollute far beyond the data center itself. Datacenters rely heavily on energy from large-scale power plants — facilities now increasingly co-located with data centers to avoid delays in grid upgrades. (arXiv) Whatever that plant burns, your airshed absorbs. A September 2025 study found that air pollutants from data center operations increase rates of respiratory diseases and cardiovascular conditions, and elevate cancer risks among nearby communities. (EHP)THIS IS PENNSYLVANIA RIGHT NOW. From Penn Forest Township to Kline Township to Salem Township to Archbald Borough — proposals are moving. Permits are being filed. Ordinances are being written or ignored.The research is clear. The damage is real. The question is whether your municipality is asking the hard questions before the ground gets broken — or after. You deserve to know what's being built next to your water. Your air. Your land. PA Data Center Accountability / Carbon County, PAUnpaid. Independent. Sourced.

Sources: National Wildlife Federation (Sept. 2025) · World Resources Institute (Feb. 2026) · Environmental Health Project (Feb. 2026) · PMC/Public Health Research (2025) · Science & Environmental Health Network (Aug. 2025) · Nixon Peabody/Joyce Foundation (2024) · Smithsonian Magazine (Sept. 2025)

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From: Lindie Raiano <l.raiano@hotmail.com>
Sent: Thursday, May 28, 2026 5:28 PM
To: Kathryn Starkey <kstarkey@pascocountyfl.net>
Subject: No AI data centers

Good afternoon,

After viewing a post on the Pasco Accountability and Transparency page online, I felt strongly that I needed to include myself, along with countless others, who are completely and entirely against AI data centers entering this county.
In the time I have lived in this county I have seen strain from multiple sources put onto the land and communities. Traffic, road deterioration, concerns for water, concerns of strain on the land, overdevelopment, the list goes on. How could we continue to try to enjoy the rural beauty and natural environment of Florida, in our county, if we allow a poisonous project to enter our area?
It is not merely about the opinions of the families and individuals that call this area home (though, the rights and input of said people should be valued greatly as this is whom your decisions impact directly and significantly), it is about facts. Critically important, environmentally altering facts, for which recovery could very well be impossible. I'm sure very few are unaware of the destruction the existing AI data centers have already caused. Contaminated water supply, energy use that rivals nuclear weaponry, continued destruction of natural land, and countless other negative effects that are occurring unregulated, untested, and seemingly without concern. Coupled with the significant, negative impact on the land and those that live on it, we are seeing the voices of home/land owners being ignored when they do the right thing and speak up against these developments. When they TRUST in their government officials to listen to their voice. In a country claiming to be founded on democracy, we should be ashamed. To allow a dollar sign or pressure from a

conglomerate to steamroll over our citizens rights and wishes, shows that as a country we are failing the very principles we claim to stand for. Pasco county cannot follow in the misguided footsteps of those who supported data centers, for the consequences would be swift and devastating. You all have a duty to hear your county to stand up for their wishes, to protect their property and home.
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If we are to have faith in our appointed representatives; I should think the answer to those questions are a strong "no". There needs to be accountability for something that has vastly more risk than perceived reward. AI data centers have NO PLACE in Pasco County, Florida, or quite frankly anywhere else. The facts are there. The people have spoken. Benefits are nonexistent. I implore you to make the right choice and stand up for those you're employed to represent. Anything less is an abject failure.

Respectfully,
A concerned Pasco County Resident

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From: Mars Golden <mysticsouthx@gmail.com>
Sent: Thursday, May 28, 2026 7:19 AM
To: Charles Grey <cgrey@pascocountyfl.net>; jgiardi@mypasco.net; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: NO DATA CENTERS

ABSOLUTELY NO DATA CENTERS IN PASCO COUNTY. VOTE NO. WE WANT CLEAN AIR, WATER, AND WILDLIFE. NO DATA CENTERS. ONLY LOSERS PUT IN DATA CENTERS. DONT BE A LOSER.

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
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From: Suzanne Chircop-Johnson <suzanne_cj@yahoo.com>
Sent: Thursday, May 28, 2026 4:50 PM
To: Kathryn Starkey <kstarkey@pascocountyfl.net>
Subject: NO DATA CENTERS

Hello. I am a concerned Pasco County resident of 26 years. I am requesting you take residents seriously for a moment and reconsider building data centers in Pasco County. I have spoken to multiple people who have also lived in Pasco County almost their entire lives, and we are very concerned. We do not want this. We do not want to hear deafening noise, We do not want our drinking water contaminated or to run out and we definitely do not need any more development. The development in Pasco County has been detrimental to wildlife, and this is not being taken seriously. Please reconsider.

Sent from Yahoo Mail for iPhone

Katie Dolatowski
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Commissioner Kathryn Starkey,
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From: Rockin' Horses <amyjbaird@gmail.com>
Sent: Thursday, May 28, 2026 10:05 PM
To: Kathryn Starkey <kstarkey@pascocountyfl.net>
Subject: No Data Centers

I am writing today to request a permanent moratorium on data centers in Pasco county. Data centers present major problems, primarily because of massive resource consumption. The main cons are: extreme electricity demands causing strain on local power grids , excessive water usage, environmental and noise pollution, and driving up utility bills for residents.

Thank you for your time and attention to this matter.

Amy J Baird
Rockin' Horse Farm, LLC
New Port Richey

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
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From: Mary McLochlin <mmclochlin921@gmail.com>
Sent: Friday, May 29, 2026 9:38 AM
To: Charles Grey <cgrey@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; dpontilitz@mypasco.net; Matthew Munz <mmunz@pascocountyfl.net>; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: date center in New Port Richey

Hello,
I do not agree with establishing a data center in New Port Richey or in Pasco County.
Below is a basic search of how data centers are not good for the environment, will cause increased bills for the citizens and can cause harm to the people.

Please vote against this.
Thank you,

Mary McLochlin

8:54 AM (40 minutes ago)

https://www.google.com/search?q=why+are+data+centers+bad&sca_esv=c18721e5b7b34c1a&sxsrf=ANbL-n4PT4EdWbe1kLDo-aQRWIOTVxWxkg%3A1780054456054&source=hp&ei=uHkZapNC9JXBuQ-2rbKBDQ&biw=430&bih=775&oq=hy+ate+daya+ce&gs_lp=EhFtb2JpbGUtZ3dzLXdpei1ocCIOaHkgYXRlIGRheWEgY2UqAggAMg0QABiABBixAxiDARgNMg0QABiABBixAxiDARgNMgcQABiABBgNMgcQABiABBgNMg0QABiABBixAxiDARgNMgcQABiABBgNMgcQABiABBgNMgcQABiABBgNSLIkUNcKWKgccAJ4AJABAJgBfKABsQuqAQM1Ljm4AQHIAQD4AQGYAhCgAvoLqAIxwgIQEC4YwAYYxwEYJxjqAhivAcICChAjGMAGGCcY6gLCAhAQLhjABhjRAxjHARgnGOoCwgITECMYwAYYJxjoBhjqAhidBhjdBcICDRAjGPAFGMAGGCcY6gLCAg4QABi0AhjgAhjbBdgBAcICDRAjGMEGGCcY6gLYAQHCAhAQABgDGLQCGOoCGI8B2AEBwgIQEC4YAxi0AhjqAhiPAdgBAcICBBAjGCfCAgoQIxiABBgnGIoFwgIOEC4YgAQYsQMY0QMYxwHCAhcQLhiABBixAxjHARiKBRiNBhiOBRivAcICChAuGIAEGCcYigXCAggQABiABBixA8ICCxAAGIAEGLEDGIMBwgIOEC4YgAQYsQMYxwEYrwHCAhEQLhiABBixAxjRAxiDARjHAcICBRAAGIAEwgILEC4YgAQYxwEYrwHCAgUQLhiABMICDBAuGIAEGLEDGAoYC8ICBxAAGIAEGArCAgwQABiABBixAxgKGAvCAg0QLhiABBjRAxjHARgKwgIIEAAYFhgKGB7CAgYQABgWGB7CAgsQABiABBiGAxiKBcICBRAhGKABmAMJ8QU_kqaE5p6bx7oGBAgBGBeSBwQ1LjExoAfYfLIHBDMuMTG4B-0LwgcIMC40LjEwLjLIB0KACAA&sclient=mobile-gws-wiz-hp

https://wyofile.com/the-hidden-toll-of-ai-data-centers/?gad_source=1&gad_campaignid=22508726761&gbraid=0AAAADCdnWvrRyombo6WyxGlVYMKDeLXt4&gclid=CjwKCAjw8uTQBhAdEiwAVvtJyhTcuR-6kxSETUD8_UlqCpZdP4jI_aQtV3pCXjTGtvBXMtCtAioclRoCDYMQAvD_BwE

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
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From: JoAnna Longa-Smith <jlonga9239@gmail.com>
Sent: Thursday, May 28, 2026 4:50 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>
Subject: NO DATA CENTERS FOR PASCO

County and Planning Commissioners,

Know that it you plan to approve zoning requests for planned AI data centers in Pasco county, you will not have my vote in your reelection. Our water is not worth sacrificing for ANY amount of money these tech companies are promising you.

The amount of building you have approved that has clogged our roads and destroyed rural areas is disgraceful. We're under water restrictions but you happily approve carwash after carwash for construction. You should be embarrassed and ashamed of what our once quiet, peaceful community has turned into.

Someone who has almost lost faith in you,

JoAnna Longa-Smith

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
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From: Michele Valentin <michele.valentin@icloud.com>
Sent: Thursday, May 28, 2026 1:08 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: No Data Centers in Pasco County

Hello!

Please, please do not approve anything for AI Data Centers in Pasco County.

Studies are showing this. They tell you it's just a building full of computers. Here's what they don't tell you.

AT THE FENCE LINE:The air around a data center is not the same air you grew up breathing. Diesel backup generators — which these facilities require by the dozens or even hundreds — release fine particulate matter (PM2.5) and nitrogen oxides (NOx) linked to asthma, heart disease, and respiratory illness. Those generators emit 200 to 600 times more nitrogen oxides than natural gas plants. (World Resources Institute) At the xAI facility in Memphis, a Time Magazine investigation found that nitrogen dioxide levels in the air markedly increased from pre-data center levels in areas immediately surrounding the facility. (Sehn)The noise never stops. Internal noise levels can reach up to 96 decibels — well above the 85 dB threshold considered harmful to human hearing. (PubMed Central) Neighbors near a Virginia facility described sound levels of 90 decibels at their homes. One resident said he can no longer open his windows. Another put mattresses against the glass to block it out.The light

from hyperscale facilities runs all night, disrupting the natural circadian rhythms of the body — including melatonin production and sleep-wake cycles. (EHP) Sleep disruption. Chronic stress. Hearing loss. These aren't hypotheticals. They are documented outcomes in communities that said yes before they understood what they were saying yes to.

WITHIN A MILE:The land changes. The average data center site in 2024 covered about 224 acres — roughly 450 football fields — a 144% increase in footprint since 2022. (World Resources Institute) Farmland gone. Forests cleared. Viewsheds destroyed.The water starts disappearing. A mid-sized data center uses roughly 300,000 gallons of water per day — the same as 1,000 homes. (Nixon Peabody) Between 80 and 90 percent of that water comes from surface water or groundwater — often the same sources your tap water comes from. (Fwpcoa) Most of it evaporates in the cooling towers and never comes back.Wildlife starts acting differently. Researchers describe data centers as potential "sensory danger zones" — places where light and noise exceed the thresholds at which there are measurable fitness consequences for species. (National Wildlife Federation) Animal communication breaks down. Migration patterns shift. Nesting fails.

MILES AWAY — AND DOWNSTREAM:The water table doesn't stop at the property line. Heavy reliance on groundwater can lead to aquifer depletion that threatens ecosystems and diminishes long-term water availability for surrounding communities — not just those next door. (Waterplan)The power plants that feed these facilities pollute far beyond the data center itself. Datacenters rely heavily on energy from large-scale power plants — facilities now increasingly co-located with data centers to avoid delays in grid upgrades. (arXiv) Whatever that plant burns, your airshed absorbs.A September 2025 study found that air pollutants from data center operations increase rates of respiratory diseases and cardiovascular conditions, and elevate cancer risks among nearby communities.

(EHP)THIS IS PENNSYLVANIA RIGHT NOW.From Penn Forest Township to Kline Township to Salem Township to Archbald Borough — proposals are moving. Permits are being filed.Ordinances are being written or ignored.The research is clear. The damage is real. The question is whether your municipality is asking the hard questions before the ground gets broken — or after.You deserve to know what's being built next to your water. Your air. Your land.PA Data Center Accountability / Carbon County, PAUnpaid. Independent. Sourced.#VESTLife #Amazon #SusquehannaRiver #Pennsylvania #DataCenters #DontBelieveThoseLiesSources: National Wildlife Federation (Sept. 2025) · World Resources Institute (Feb. 2026) · Environmental Health Project (Feb. 2026) · PMC/Public Health Research (2025) · Science & Environmental Health Network (Aug. 2025) · Nixon Peabody/Joyce Foundation (2024) · Smithsonian Magazine (Sept. 2025)

Sent from my iPhone

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey, District 3
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From: DAWN JOHNSON <dmcj66@gmail.com>
Sent: Thursday, May 28, 2026 12:52 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: NO DATA CENTERS IN PASCO

We don't want AI data centers in Pasco!!!
We already have water shortages and severe droughts! AI data center will destroy Pasco.

1. Carbon Emissions & Energy Consumption

- ***Grid Strain:*** *AI data centers require extreme amounts of power. In the U.S., data center electricity consumption is projected to double—from roughly 4% to between 8% and 12% of total national energy usage by 2030.*
- ***Fossil Fuel Reliance:*** *Surging energy demands frequently force regional utility companies to delay the retirement of fossil-fuel plants or keep carbon-heavy natural gas plants online to maintain a steady baseload.*
- ***Carbon Footprint:*** *Training a single large AI model can emit as much carbon as five cars over their entire lifetimes. By 2030, AI-driven emissions could annually pump up to 44 million metric tons of \(CO_{2}\) into the atmosphere. [1, 2, 3, 4, 5]*

2. Massive Water Usage

- ***Cooling Demands:*** *Enormous heat generated by AI training requires constant cooling. Mid-sized to large facilities can use up to 300,000 to 5 million gallons of water daily, putting massive stress on local aquifers and watersheds.*
- ***Per-Query Cost:*** *Research indicates that asking an AI chat session around 20 to 50 queries can consume up to an entire bottle (about 500 ml) of freshwater.*
- ***Siting Issues:*** *Roughly two-thirds of all data centers built or developed since 2022 are located in already water-stressed regions, such as Texas, southern Arizona, and the Colorado River Basin. [1, 2, 3, 4, 5]*

3. Hardware & Electronic Waste

- ***Resource Depletion:*** *Manufacturing graphics processing units (GPUs) requires extracting scarce rare earth minerals, which involves intensive mining processes and toxic chemical treatments.*
- ***E-Waste:*** *Rapidly evolving hardware makes older AI chips obsolete quickly, leading to growing volumes of electronic waste that contain toxic substances like mercury and lead. [1, 2, 3]*

4. Localized Community Impacts

- ***Noise Pollution:*** *The industrial cooling systems and backup generators required to keep data centers humming 24/7 generate high-decibel noise pollution, which negatively impacts nearby residential neighborhoods and local ecosystems.*
- ***Emergency Emissions:*** *In the event of grid instability, these facilities rely on arrays of toxic, diesel-powered backup generators, which emit localized nitrogen oxides and particulate matter into the surrounding air.*

We also need to stop building until all of nature is gone!!

Smile, God loves you!!

I can endure all things through Christ who strengthens me. (Philippians 4:13)

Katie Dolatowski
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Commissioner Kathryn Starkey,
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kdolatowski@mypasco.net
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From: Macy Gilliland <macyrae7@gmail.com>
Sent: Thursday, May 28, 2026 8:43 AM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: No To Data Center

To Whom It Concerns,

These Data centers are ruining Florida. We should be keeping Florida as Florida. The Data centers are running the environment and water supply. It's running up electric and water costs and making water undrinkable for citizens. It's also hugely impacting our water supply negatively. This has already been proven in other states where data centers have been placed. People are angry and do not want these Data centers, don't let greed and power win.

Thank you,
Macy Gilliland

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
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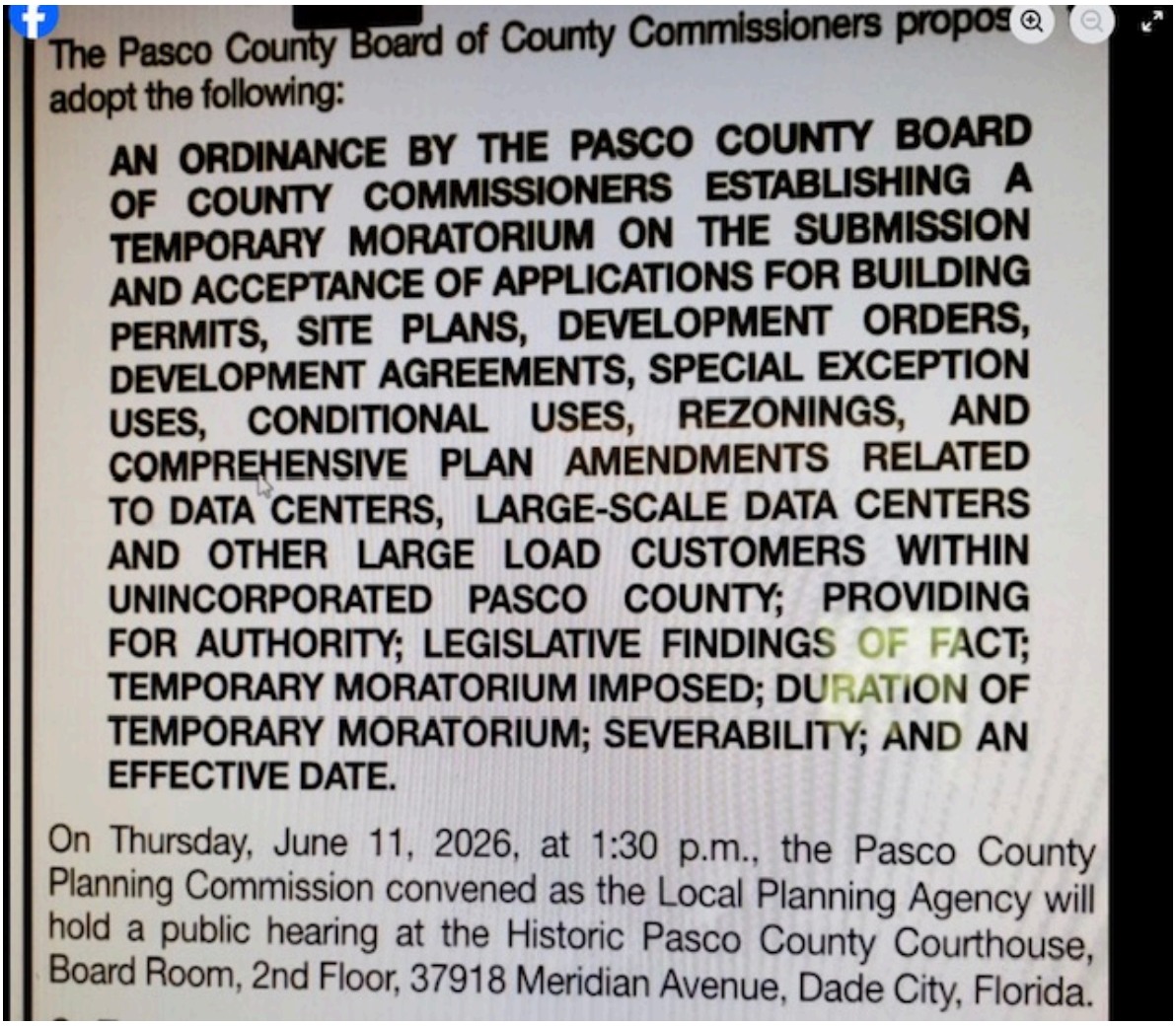
From: Janelle M. <jboroday@yahoo.com>
Sent: Sunday, May 31, 2026 5:27 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: NO TO DATA CENTERS IN PASCO COUTY



Dear Elected Representatives within Pasco County:

Pasco county already has major infrastructure issues along the coastline and water restrictions that are never ending. Please do not sell our beautiful county out to data centers that will consume our natural resources faster than other forms of economic development. Lake Tahoe is already unable to provide adequate power and electricity to their own communities due to poor planning and back room deals. While Governor DeSantis has pushed for data centers to at least pay for their own water and utility usage, it's not enough. We don't want the data centers, we don't want the heat, we don't want the utilities drain, and we don't want our water tables drained to further unsustainable levels by creating artificial drought conditions due to abuse of natural resources.

PLEASE BLOCK DATA CENTERS FROM OUR COUNTY!!!!!

Janelle Moore & Dan Talbot
(813) 528-0202
6311 Bayside Drive, NPR, Fl. 34652

Outlook

FW: Pasco county - data centers

From Kathryn Starkey <kstarkey@pascocountyfl.net>
Date Thu 5/28/2026 10:30 AM
To David H. Engel <dengel@pascocountyfl.net>; Patricia Crist Yingling <pcristyingling@pascocountyfl.net>

Katie Dolatowski Legislative Aide Commissioner Kathryn Starkey, District 3 Pasco Board of County Commissioners P 727-847-8100 x8109 8731 Citizens Drive, Suite 150 New Port Richey, FL 34654 kdolatowski@mypasco.net www.mypasco.net -----Original Message----- From: Amanda Parks Sent: Thursday, May 28, 2026 10:28 AM To: Charles Grey ; Jamie P. Girardi ; Matthew Munz ; Jon Moody ; Chris Poole ; dpontilitz@mypasco.net Cc: Ron Oakley ; Seth D. Weightman ; Kathryn Starkey ; Lisa Yeager ; Jack Mariano Subject: Pasco county - data centers Good morning, I feel compelled to right this email as a 15 year resident of pasco county and as a Tampa native. Throughout the last 34 years I have seen Florida change, watched pasco county grow, develop and become the great county it is now. It's a county I have been visiting my entire life and called home over a decade ago. My children call this place home, we have a wonderful home here and pasco county has been a big part of fulfilling my dreams of motherhood and creating a beautiful life for my family. This is our home. As a Florida native, I have seen our wildlife suffer at the expense of growth. I have watched our native species loose their habitat for the betterment of society. I have seen precious farmland and fields turned into concrete neighborhoods in the blink of an eye. While I do understand the need for growth and change, I feel threatened that data centers will do the same thing to humans as we have done to nature. I am highly concerned about what is being reported about these data centers doing to the land and water around them. Bringing these to pasco county is detrimental. Our states precious aquifer is already suffering due to water usage, and our county is already high risk for sinkhole. For the first time, I see no need for this "growth." With so many unknowns and so many people against the development of data centers, along with the potential harm to wildlife and humans, these should not be allowed. The potential to pollute our already struggling resources, and the potential to change climates in the immediate vicinity of these centers is detrimental. Please, please consider the words of a pasco a resident, mom, and Florida native. I beg of you to put Florida residents and Florida wildlife first. Do not put our precious ecosystem in harms way. Florida is such a special place, and worth protecting from harm. Once we begin damage, there is no turning back - and it's not too late to stop it. Do what's best for pasco and say no to data centers. Amanda Parks

Katie Dolatowski
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Commissioner Kathryn Starkey,
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kdolatowski@mypasco.net
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From: C S <rscarfon@gmail.com>
Sent: Friday, May 29, 2026 8:04 AM
To: Jack Mariano <jmariano@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Ron Oakley <roakley@pascocountyfl.net>; dpontilitz@mypasco.net; Matthew Munz <mmunz@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Charles Grey <cgrey@pascocountyfl.net>
Subject: Pasco County data center moratorium

Good morning,

I am long-time residents of Pasco county and am writing to urge you all to vote for a data center moratorium. The impacts of data centers on the local environment, health of nearby residents, and costs for the community are all serious concerns that need to be addressed prior to any consideration for this type of project.

Thank you,

Rachelle Scarfone
Wesley Chapel

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
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From: Moore, Jamie <Jamie.Moore@crowncork.com>
Sent: Thursday, May 28, 2026 12:02 PM
To: Charles Grey <cgrey@pascocountyfl.net>; jgiradi@mypasco.net; Derek Pontlitz <dpontlitz@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>; commissioners@pascocountyfl.net
Cc: Andrea Moore <ande95@yahoo.com>
Subject: Pasco County Planning Commission-Large Scale Data Centers

Dear Members of the Pasco County Planning Commission,

I am writing to formally express my **strong opposition** to the development of AI data centers within Pasco County.

Unfortunately, I am unable to attend the upcoming public hearing due to work obligations that require me to be out of town. However, I want to ensure that my concerns are included in the public record and carefully considered as part of your decision-making process.

While I understand the growing demand for digital infrastructure, I am deeply concerned about the potential environmental and public health impacts associated with large-scale AI data centers. Specifically, I ask the Commission to consider the following:

- **Air Quality Impacts:** Many data centers rely on large backup diesel generators, which can contribute significantly to localized air pollution during testing or power

outages. This raises concerns about respiratory health, particularly for vulnerable populations such as children, the elderly, and those with pre-existing conditions.

- **Noise Pollution and Sleep Disruption:** Data centers operate continuously and often produce constant low-frequency noise from cooling systems and mechanical equipment. Additionally, generator testing can create intermittent loud noise events. These factors can negatively affect nearby residents' quality of life, including sleep disruption and long-term stress.
- **Public Health Concerns:** The combination of emissions, noise, and industrial-scale infrastructure may contribute to increased risks of respiratory issues and other health impacts in surrounding communities.
- **Environmental and Wildlife Impacts:** Large-scale developments can disrupt local ecosystems, affecting wildlife habitats and migration patterns. Pasco County's natural environment is one of its greatest assets, and projects of this size could permanently alter it.
- **Groundwater and Resource Usage:** Data centers consume significant quantities of water for cooling in many cases, which could place strain on local water resources and potentially impact groundwater systems.
- **Long-Term Pollution and Community Character:** The cumulative impact of emissions, infrastructure expansion, and industrialization may degrade the environmental quality and character of Pasco County, affecting both current residents and future generations.

Given these concerns, I respectfully urge the Planning Commission to exercise caution and prioritize the health, safety, and environmental integrity of the community when evaluating any proposals for AI data centers.

At a minimum, I request that any such proposals undergo rigorous environmental impact assessments, include meaningful public input, and be subject to strict regulatory controls to mitigate harm. However, my strong preference is that these developments **not be** approved within Pasco County.

Thank you for your time, consideration, and service to our community. Please include this letter in the official record for the public hearing.

Respectfully,

Jamie L. Moore
Regional EHS Manager
Corporate EHS Department|CROWN AMERICAS
CROWN Cork & Seal USA, Inc.
14025 Riveredge, Tampa, FL 33637
Cell: 727-424-9966

Web| CrownNet EHS Share Point | VEHS Login



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Katie Dolatowski
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From: Michele Donahue <michele.donahue6277@gmail.com>
Sent: Thursday, May 28, 2026 1:00 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: Pasco County Resident Concern

Hello,

I am a concerned citizen of Pasco County. Unfortunately, I cannot make it to the meetings as they are during regular working hours- -which is also concerning as most citizens work during the day and are unable to attend to voice our concerns.

However, this is regarding the data centers that companies have been proposing all around the country. The rate that they are requesting these buildings are insane and we are unable to feasibly support them in any way, especially at this current time.

I'm sure as you know, data centers cost money, water, electricity, and anything extra to build and maintain and as a tax payer, I'm not willing to fund this. Inflation has gotten so out of hand that everything is difficult to pay for anyway. Data centers will increase the inflation to pay for them. The amount of water they are going to need to use for every response to any AI question is water thay could go to water the grass to keep the county looking nice -which over the years has been an issue due to drought regardless of data centers being build or not. Residents have had to limit water use for years to water grass and

plants due to this. Imagine how much less we will be able to use when the data center creates less water throughout the state.

I understand the benefit of the data center being useful to create jobs, but at the same time, it will take away more jobs than it already has for years to come.

WHEN CITIZENS DON'T MAKE MONEY, HOW CAN COMPANIES PROFIT?

These are questions we need to ask to be able to keep American citizens alive and we'll to be able to keep the economy strong.

Please take my comments and voice into consideration while making these decisions.

Thank you for reading,

Michele Donahue
Pasco County resident

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
Pasco Board of County
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8731 Citizens Drive, Suite 150
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www.mypasco.net

From: Peter I <peter32iselo@gmail.com>
Sent: Thursday, May 28, 2026 3:45 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; dpontilitz@mypasco.net; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>
Subject: PC Development & Community opinion incorporation

To whom it may concern,

I am a single 26 Y/O resident of PC for about 2 years now. I own my house mortage free right in one of your hot spot future development corridors (right off ridge road west extension)

I am very impressed with a plethora of your decisions. Tho our infrastructure lags, I've read through 2050 FDOT transportation plans, seen proposed widening points, connections, corridors facelifts (bravo btw with what's been done in downtown W railroad square, nicks point, and long time acquisition of waterfront land, excited to see what the future holds)

That said, AI data centers are not what the people (even the pro development youth) are looking for in Pasco county. Furthermore the meetings time constrains (1:30 PM on a word day) creates an inconvenient window for working class PC residents (only the rich can attend this meeting)——— I write this again, as a 26 Y/O FP&A analyst w/ a paid off house and no debt ——- and I still don't have the schedule flexibility to make this meeting

I ask you to consider how true of a representation of PC citizens' opinions' you can garner with a meeting at 1:30 PM on a work day.

Thank you for your regard & please let me know the consensus,

Peter Iselo

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
Pasco Board of County
Commissioners
P 727-847-8100 x8109
8731 Citizens Drive, Suite 150
New Port Richey, FL 34654
kdolatowski@mypasco.net
www.mypasco.net

From: Christie <christie.gold@gmail.com>
Sent: Sunday, May 31, 2026 2:45 PM
To: Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>
Subject: Please place a moratorium on data centers

Dear Pasco County Commissioners,

I have been a Pasco County resident since 1984 and have owned a small horse farm in Quail Hollow since 1994. I love this area and value living in one of the last semi-rural communities in Wesley Chapel.

Like many longtime residents, I am concerned about the rapid pace of development in our community and the strain it places on infrastructure, natural resources, wildlife habitat, and the character of our legacy neighborhoods. However, the prospect of large-scale data centers being built in this area raises an entirely different level of concern.

Depending on their size and cooling systems, some data centers can consume up to 1.5 million gallons of water per day. Pasco County has struggled with water shortages and declining water levels for nearly two years. Residents are routinely asked to conserve water, and restructions are placed on our usage. Data centers, however, cannot reduce their water consumption in times of drought.

In addition to their water usage, data centers require significant amounts of electricity, generate noise from cooling equipment and backup generators, and provide relatively few long-term jobs compared to the amount of land and resources

they consume. The benefits to local residents appear limited, while the costs to our community could be substantial and long-lasting.

Pasco County's growth should be balanced with responsible stewardship of our natural resources and thoughtful planning that reflects the needs and values of existing residents. Once rural land is converted to industrial use, it is gone forever. I urge you to carefully consider whether data centers are an appropriate fit for Pasco County.

Thank you for your service and for considering the concerns of those of us who have called Pasco County home for decades.

Sincerely,

Christie Gold

--
Christie

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
Pasco Board of County
Commissioners
P 727-847-8100 x8109
8731 Citizens Drive, Suite 150
New Port Richey, FL 34654
kdolatowski@mypasco.net
www.mypasco.net

From: Skylin Renno <sky.renno@gmail.com>
Sent: Thursday, May 28, 2026 11:45 AM
Cc: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: Please reconsider further data center development in Pasco

Dear County Commissioners,

I am writing as a concerned resident to urge you to reconsider and halt the continued development of large-scale data centers in our county.

While I understand the importance of economic development and technological growth, these projects come with significant long-term impacts that deserve greater scrutiny and public discussion. Many residents are deeply concerned about the strain data centers place on our infrastructure, including increased energy demand, water consumption, traffic, noise pollution, and environmental degradation. These facilities can also dramatically alter the character of our communities without providing proportional benefits to local residents.

Our county's growth should prioritize sustainable development that protects our natural resources, preserves quality of life, and reflects the wishes of the people who live here. Once large industrial projects like these are approved, the impacts are often permanent and difficult to reverse.

I respectfully ask the Commission to:

- Pause approvals for new data center developments
- Conduct thorough environmental and infrastructure impact studies
- Increase transparency and public engagement before future decisions are made
- Consider zoning protections for residential and conservation areas
- Prioritize development that directly benefits residents and preserves the character of our community

Please listen to the voices of the residents who will be most affected by these decisions. We care deeply about the future of our county and want thoughtful, responsible growth that serves the community for generations to come.

Thank you for your time and consideration.

Sincerely,

Skylin Spencer

Pasco County Reaident

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
Pasco Board of County
Commissioners
P 727-847-8100 x8109
8731 Citizens Drive, Suite 150
New Port Richey, FL 34654
kdolatowski@mypasco.net
www.mypasco.net

From: Derek Christian <derekrchristian@gmail.com>
Sent: Friday, May 29, 2026 3:57 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: Please Say No To Data Centers

Hello County and Planning Commissioners,

It has come to my attention that there has been a moratorium on new building permits, development orders, rezonings, etc. with regard to data centers in Pasco County. I commend the decision. It's easy to feel the impulse to jump at the chance to bring the kind of revenue and job creation to the county afforded by the construction of a new data center, but the sheer volume of natural resources consumed, coupled with the effects not only on the local residents in the form of noise pollution and utility consumption, but also the surrounding ecosystem and wildlife, make for a difficult cost/benefit decision to make. I am of the belief that the benefits do not outweigh the costs.

It's no secret that the recent data center boom is driven partially by the meteoric rise of AI and generative AI. It's also very publicly discussed that data centers consume gargantuan amounts of electricity and water to operate. In a 2025 report titled *Energy and AI*, the International Energy Agency (IEA) stated that,

> *"a typical AI-focused* [hyperscale data center] *annually consumes as much electricity as 100,000 households. The larger ones currently under construction are expected to use 20 times as much, the IEA predicts."*

An article from Pew Research Center cites multiple sources identifying the strain new data centers have been putting on municipal power grids across the United States, forcing providers to upgrade their equipment to compensate. American households and small businesses often have to shoulder the associated costs with their wallets via their power bill.

Similarly, a July 2025 policy brief published by the University of Michigan via their Science, Technology, and Public Policy program concluded that data centers lead to strains in the local power grid due to outsized demand (as much as 2 MWh - or as much as 2000 homes consume), in turn requiring infrastructure upgrades, with the increased costs passed to local residents in the form of higher rates to compensate. The brief also found that tax incentives for data centers do not yield the intended benefits for the local communities they are located in, nor do they bring in the kind of high-paying tech jobs that would drive further community growth. The facilities don't require many in-house employees, and the jobs they do create tend to be low-wage and non-technical (e.g. janitorial, security, and maintenance).

In closing, I don't believe that Pasco County needs the risk or headaches associated with building and powering even one data center. While the scheduled times are inconvenient for people who work full time, I look forward to the conversations that will be had at the public hearings next month in Dade City and New Port Richey.

Thank you for your time,

Derek Christian, PE
813-523-2138

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
Pasco Board of County
Commissioners
P 727-847-8100 x8109
8731 Citizens Drive, Suite 150
New Port Richey, FL 34654
kdolatowski@mypasco.net
www.mypasco.net

From: Cody Czekiel <codyczekiel@gmail.com>
Sent: Thursday, May 28, 2026 10:04 AM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: Please vote yes on MORATORIUM for data center

Dear Commissioners,

Please vote to place a moratorium on data centers for Pasco County.

These structures are catastrophic wherever they are built, and we have plenty of testimony to this point from residents across the country who already have had data centers pop up near them.

These mass surveillance centers pollute and consume vast quantities of water, hike up energy costs for every resident, consume exorbitant levels of energy, produce constant noise, and take up hundreds of acres of land per unit. They also do not bring jobs to residents.

Pasco County will be absolutely ruined for the long-term if data centers are permitted to be built.

As someone who works both in tech and in politics, I can also tell you that the bubble of these data centers will be popping very soon. They are not actually LEGAL according to our Constitution, so they have a short shelf life once the court cases begin.

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
Pasco Board of County
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8731 Citizens Drive, Suite 150
New Port Richey, FL 34654
kdolatowski@mypasco.net
www.mypasco.net

From: am viola <am_viola@yahoo.com>
Sent: Saturday, May 30, 2026 11:40 PM
To: Charles Grey <cgrey@pascocountyfl.net>; ggirardi@mypasco.net; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; mmariano@mypasco.net
Subject: Protect Pasco County Water Resources – Oppose Data Center Development

Dear Planning Commissioners and Pasco County Commissioners,

Thank you for your service to our county.

I am writing as a concerned resident and taxpayer in Pasco County to express strong opposition to the expansion and development of large-scale data centers within our county.

Across the country, communities are experiencing serious concerns related to data center development, particularly regarding water consumption, water quality, infrastructure strain, and rising utility costs. What is occurring in Morgan County, Georgia has raised significant alarm regarding the impact these facilities may have on local water systems, including concerns about water quality, pressure, access, long-term sustainability, and increased costs borne by residents.

Pasco County is already facing growth-related pressures on infrastructure and natural resources. Our drinking water and aquifer systems are not unlimited resources. Residents, families, schools, healthcare facilities, and local businesses depend on reliable access to clean and affordable water. These basic community needs must take precedence over industrial developments that may place extraordinary demands on our shared resources.

While technological growth and economic development are important, they should not come at the expense of environmental stewardship and public welfare. Before approving any data center projects, I urge county leaders to require transparent and independent studies evaluating:

- Projected water consumption and long-term sustainability
- Effects on water pressure and residential access
- Potential impacts on water quality and aquifer health
- Infrastructure and energy demands
- Long-term cost impacts to taxpayers and utility customers
- Environmental consequences and emergency resiliency concerns

I respectfully ask Pasco County leadership to take a precautionary approach and oppose or place a moratorium on data center developments until residents are fully informed and protected.

The people of Pasco County deserve responsible planning that prioritizes clean water, environmental protection, and quality of life over rapid industrial expansion.

I appreciate your attention to this matter and ask that you represent the interests of the residents who rely on you to safeguard our community and natural resources.

Sincerely,
Anna-Maria Livdal
Land O Lakes, FL
am_viola@yahoo.com

813-484-2432

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
Pasco Board of County
Commissioners
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kdolatowski@mypasco.net
www.mypasco.net

From: Miranda Wincek <mirandawincek@yahoo.com>
Sent: Thursday, May 28, 2026 1:04 PM
To: Charles Grey <cgrey@pascocountyfl.net>
Cc: Jon Moody <jmoody@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; dpontilitz@mypasco.net; Kathryn Starkey <kstarkey@pascocountyfl.net>
Subject: URGENT: AI data centers

To Whom it May Concern

I am writing to express my concerns regarding the potential approval of the proposed data centers. Given the information available, there are significant worries that such a development could lead to a catastrophic outcome.

In light of this, I am curious about the reasoning behind the continued push for these projects. Is this due to a lack of complete information regarding the impact, or are there other motivations at play that outweigh these environmental and community concerns?

I urge you to seek further wisdom on this matter and find the strength to reconsider the long-term consequences of this decision.

Sincerely,

Miranda Wincek

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
Pasco Board of County
Commissioners
P 727-847-8100 x8109
8731 Citizens Drive, Suite 150
New Port Richey, FL 34654
kdolatowski@mypasco.net
www.mypasco.net

From: Skye Mcbride <skyelove1999@hotmail.com>
Sent: Thursday, May 28, 2026 11:46 AM
To: Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>
Subject: URGENT: NO DATA CENTERS

Hello Commissioner,

I am writing to express my concerns about the planning to allow data centers in Pasco County. Allowing these dangerous and environmentally unsafe businesses to move in will negatively affect our community. As a homeowner in Pasco I am saying NO to the data centers , please stand with me and our thriving community.

Please, please do not approve anything for AI Data Centers. Studies are showing the air around a data center is not the same air you grew up breathing. Diesel backup generators — which these facilities require by the dozens or even hundreds — release fine particulate matter (PM2.5) and nitrogen oxides (NOx) linked to asthma, heart disease, and respiratory illness. Those generators emit 200 to 600 times more nitrogen oxides than natural gas plants. (World Resources Institute) At the xAI facility in Memphis, a Time Magazine investigation found that nitrogen dioxide levels in the air markedly increased from pre-data center levels in areas immediately surrounding the facility. (Sehn)The noise never stops. Internal noise levels can reach up to 96 decibels — well above the 85 dB threshold considered harmful to human hearing. (PubMed Central) Neighbors near a Virginia facility described sound levels of 90 decibels at their homes. One resident said he can no longer open his windows. Another put mattresses against the glass to block it out. The light

from hyperscale facilities runs all night, disrupting the natural circadian rhythms of the body — including melatonin production and sleep-wake cycles. (EHP) Sleep disruption. Chronic stress. Hearing loss. These aren't hypotheticals. They are documented outcomes in communities that said yes before they understood what they were saying yes to.

WITHIN A MILE: The land changes. The average data center site in 2024 covered about 224 acres — roughly 450 football fields — a 144% increase in footprint since 2022. (World Resources Institute) Farmland gone. Forests cleared. Viewsheds destroyed. The water starts disappearing. A mid-sized data center uses roughly 300,000 gallons of water per day — the same as 1,000 homes. (Nixon Peabody) Between 80 and 90 percent of that water comes from surface water or groundwater — often the same sources your tap water comes from. (Fwpcoa) Most of it evaporates in the cooling towers and never comes back. Wildlife starts acting differently. Researchers describe data centers as potential "sensory danger zones" — places where light and noise exceed the thresholds at which there are measurable fitness consequences for species. (National Wildlife Federation) Animal communication breaks down. Migration patterns shift. Nesting fails.

MILES AWAY — AND DOWNSTREAM: The water table doesn't stop at the property line. Heavy reliance on groundwater can lead to aquifer depletion that threatens ecosystems and diminishes long-term water availability for surrounding communities — not just those next door. (Waterplan)The power plants that feed these facilities pollute far beyond the data center itself. Datacenters rely heavily on energy from large-scale power plants — facilities now increasingly co-located with data centers to avoid delays in grid upgrades. (arXiv) Whatever that plant burns, your airshed absorbs. A September 2025 study found that air pollutants from data center operations increase rates of respiratory diseases and cardiovascular conditions, and elevate cancer risks among nearby communities. (EHP)THIS IS PENNSYLVANIA RIGHT NOW. From Penn Forest Township to Kline Township to Salem Township to Archbald Borough — proposals are moving. Permits are being filed. Ordinances are being written or ignored. The research is clear. The damage is real. The question is whether your municipality is asking the hard questions before the ground gets broken — or after. You deserve to know what's being built next to OUR WATER, OUR AIR and OUR LAND. PLEASE HEAR OUR VOICES.

Sources:
PA Data Center Accountability / Carbon County, PAUnpaid. Independent. Sourced.#VESTLife #Amazon #SusquehannaRiver #Pennsylvania #DataCenters #DontBelieveThoseLiesSources: National Wildlife Federation (Sept. 2025) · World Resources Institute (Feb. 2026) · Environmental Health Project (Feb. 2026) · PMC/Public Health Research (2025) · Science & Environmental Health Network (Aug. 2025) · Nixon Peabody/Joyce Foundation (2024) · Smithsonian Magazine (Sept. 2025)

Sincerely,

Skye McBride

Outlook

FW: We said NO.

From Kathryn Starkey <kstarkey@pascocountyfl.net>
Date Thu 5/28/2026 9:39 AM
To David H. Engel <dengel@pascocountyfl.net>; Patricia Crist Yingling <pcristyingling@pascocountyfl.net>

Katie Dolatowski Legislative Aide Commissioner Kathryn Starkey, District 3 Pasco Board of County Commissioners P 727-847-8100 x8109 8731 Citizens Drive, Suite 150 New Port Richey, FL 34654 kdolatowski@mypasco.net www.mypasco.net -----Original Message----- From: Adam Huffman Sent: Thursday, May 28, 2026 7:33 AM To: Dpontilitz@mypasco.net; Ron Oakley ; Seth D. Weightman ; Kathryn Starkey ; Lisa Yeager ; Jack Mariano ; Charles Grey ; Jamie P. Girardi Subject: We said NO. Good day, hopefully with many more ahead. We the people, do not accept data centers as a whole nor in our community. We have seen what these things do to the water, the noise pollution, and the fact that the government just loves to stick them in low income areas - while I do not live in a poverty ridden area, no longer are we standing by and watching our rights be stripped away and our concerns ignored. It seems these days the government thinks because they pulled a fast one here or there that their constituents are mentally incapable. I want to make something very clear, everyone is opening their eyes. From the FLOCK cameras to this bs. Our government on a local level is almost our last layer of protection from an eroding democracy. We do not want mass fucking surveillance nor the data centers that support them. No moratorium, no “we need to review the data”, NO. A firm fucking no. Then again, I’m sure donations and contributions have been made by these big corporations. But guys trust me where this is headed money won’t matter and bureaucrats won’t be welcomed because they’ll be the reason why we had to revisit the day this country was founded. Get me? I’ve lived here my whole life. I’ve watched one of you contribute to fucking up the nature preserve area already *cough* but this is a whole other level of fuckery guys. Stand for something or die for nothing they say, where are you all at in this? Fuck the moratorium, ban the fucking Data centers for the next decade so our kids can actually grow up in a state that isn’t turned to shit. Sent from my iPhone

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
Pasco Board of County
Commissioners
P 727-847-8100 x8109
8731 Citizens Drive, Suite 150
New Port Richey, FL 34654
kdolatowski@mypasco.net
www.mypasco.net

From: Raena Steffen <raenasteffen@gmail.com>
Sent: Monday, June 1, 2026 11:45 AM
To: Jack Mariano <jmariano@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Ron Oakley <roakley@pascocountyfl.net>; dpontilitz@mypasco.net; Matthew Munz <mmunz@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Charles Grey <cgrey@pascocountyfl.net>
Subject: Support for Moratorium on Data Centers in Pasco County

Dear Pasco County Planning Commissioners and Members of the Board of County Commissioners,

I am writing as a Pasco County resident to express my strong support for the proposed temporary moratorium on new data centers and other large-scale electricity users in unincorporated Pasco County.

As someone who lives and works in this region, I have seen firsthand how rapidly our community is growing. With that growth comes an increased responsibility to protect our natural resources, infrastructure, and quality of life. The proposed ordinance (temporarily halting the submission and approval of applications related to data centers and other major electricity users) is a prudent, proactive step to ensure that development in Pasco County remains thoughtful, sustainable, and aligned with the needs of its residents.

This moratorium is necessary as data centers are infrastructure-intensive facilities that can pose significant challenges to local communities:

- **Extremely high electricity consumption:** Data centers already account for a meaningful and growing share of U.S. electricity demand, which can place strain on local grids and contribute to increased energy costs for residents.
- **Substantial water use:** Large facilities may consume millions of gallons of water per day for cooling, placing stress on local water resources — an important concern in Florida, where water conservation is critical.
- **Noise and heat impacts:** These facilities operate 24/7, producing continuous mechanical noise and heat that may affect nearby neighborhoods and disrupt the character of residential and rural areas.

- **Land use and habitat disruption:** Data center campuses often require clearing large areas of land, potentially impacting wetlands, wildlife habitats, and green space that are vital to Pasco County's environmental health.
- **Strain on infrastructure and services:** Increased demand on roads, utilities, and emergency services may not be accompanied by proportional long-term benefits to the community.

Across the country, communities are increasingly pausing new data center development to better understand these impacts and ensure responsible planning.

Pasco County is not just a place of development, it is a community made up of families, working professionals, students, and retirees who value access to green space, clean water, and livable neighborhoods.

As residents, we are already navigating rapid population growth and increased development, rising demands on traffic infrastructure and utilities, and ongoing concerns about water conservation and environmental preservation.

Introducing large-scale, resource-intensive developments without a comprehensive understanding of their long-term impacts risks compounding these challenges.

A temporary moratorium provides the County with the time needed to evaluate the long-term sustainability of water use, assess impacts on electrical grid capacity and cost to residents, ensure compatibility with surrounding land uses and neighborhoods, and develop clear regulations that protect both economic growth and community well-being.

A moratorium is not a permanent prohibition, it is a responsible pause. It allows Pasco County to be intentional rather than reactive in planning for emerging industries. Decisions made today will shape the character, affordability, and livability of our community for decades to come.

As a resident invested in the future of Pasco County, I respectfully urge the Planning Commission and Board of County Commissioners to approve and uphold the proposed moratorium on data centers and major electricity users.

This action reflects thoughtful leadership and a commitment to balancing growth with sustainability, protecting our shared resources, and preserving the quality of life that makes Pasco County a desirable place to live.

Thank you for your time, your service, and your continued dedication to our community.

Sincerely,

Raena Steffen, 26000 Bayhead Rd, Dade City, FL 33523

//

Raena M. Steffen, MS, LAT, ATC, CKTP
Certified Athletic Trainer, Florida License AL2705

Co-Chair: Education Committee, Third Party Reimbursement Initiative Task Force - Athletic Trainers' Association of Florida

https://ataf.org

2026-2027 Community Child Welfare Manager - The Junior League of Tampa
2024-2026 Advocacy Manager - The Junior League of Tampa
https://www.jltampa.org/

Outlook

Fw: Data Center Concerns

From Kathryn Starkey <kstarkey@pascocountyfl.net>
Date Thu 6/4/2026 8:59 PM
To David H. Engel <dengel@pascocountyfl.net>; Patricia Crist Yingling <pcristyingling@pascocountyfl.net>

Get Outlook for iOS

From: Student: Leidy Gonzalez (lgonzalez74) <lgonzalez74@my.nl.edu>
Sent: Thursday, June 4, 2026 6:31:41 PM
To: Kathryn Starkey <kstarkey@pascocountyfl.net>
Subject: Data Center Concerns

Dear Commissioner Kathryn Starkey,

I am a Pasco county resident writing to urge you to support a full moratorium on all data center development in out county, effective immediately.

Data centers place enormous and unsustainable demands on our water supply, our environment, and our power grid. A single large facility can consume as much electricity as 80,000 homes and millions of gallons of water daily-straining our aquifers and driving up utility rates for Pasco County families who did not ask to subsidize big tech's infrastructure. Data centers increase harm for respiratory diseases as well as increase environmental racism's effects on communities of people of color.

I urge you to use the public hearings on June 11th and June 16th to take decisive action: Impose a full moratorium on all new data center development until a comprehensive environmental impact assessment has been completed and the community has been meaningfully consulted.

Out county deserves a voice in decisions that will shape out water, power, and our environment for decades.

Thank you,
Leidy Gonzalez

Outlook

Fw: Request for Careful Consideration of Proposed Data Centers

From Kathryn Starkey <kstarkey@pascocountyfl.net>
Date Thu 6/4/2026 9:00 PM
To David H. Engel <dengel@pascocountyfl.net>; Patricia Crist Yingling <pcristyingling@pascocountyfl.net>

Get Outlook for iOS

From: Taylor Woods <taylor.woods@ymail.com>
Sent: Thursday, June 4, 2026 5:30:39 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; jmaeiano@mypasco.net <jmaeiano@mypasco.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Ron Oakley <roakley@pascocountyfl.net>; dpontilitz@mypasco.net <dpontilitz@mypasco.net>
Subject: Request for Careful Consideration of Proposed Data Centers

To the Pasco County Board of County Commissioners and Planning Commission,

I am writing as a concerned resident of Pasco County regarding the proposed development of additional data centers within our community.

While I understand that data centers are often promoted as economic development opportunities, I do not believe they represent the best use of Pasco County's land, infrastructure, or natural resources. The long-term impacts on our community deserve careful consideration before approving additional projects.

My concerns include:

• Significant electricity demand that may place additional strain on regional power infrastructure.

• Large water consumption requirements for cooling systems, particularly during a time when Florida communities must carefully manage water resources.

• Industrial-scale development that permanently alters land that could otherwise support housing, local businesses, conservation efforts, parks, or agriculture.

• Limited long-term job creation compared to the amount of land and resources consumed. Many data centers create construction jobs initially but employ relatively few permanent workers once operational.

• Potential noise, traffic, and visual impacts affecting nearby neighborhoods and property owners.

• Uncertainty regarding whether the public benefits justify any incentives, infrastructure investments, or land-use changes required to support these facilities.

Pasco County is growing rapidly, and the decisions made today will shape our community for generations. I encourage the Board and Planning Commission to prioritize developments that provide substantial local employment, support small businesses, protect our natural resources, and enhance the quality of life for residents.

As a resident of this beautiful county that a beautiful balance of community and nature, and as Florida's wildlife and infrastructure is already impacted by the expansion and population growth occurring, I deeply ask to consider saying NO to the development of data centers in this county.

I respectfully request that you carefully evaluate whether additional data centers truly serve the long-term interests of Pasco County and its residents before approving future projects.

Thank you for your time, consideration, and service to our community.

Sincerely,

Taylor Woods
Pasco County Resident

To: Kathryn Starkey <kstarkey@pascocountyfl.net>
Subject: NO TO DATA CENTER IN PASCO OR IN ANY FLORIDA COUNTY

No to Data Centers. No 1 year pause. Just deny for ANY future plans. Too much development ALREADY destroyed this county.

Katie Dolatowski
Legislative Aide
Commissioner Kathryn Starkey,
District 3
Pasco Board of County
Commissioners
P 727-847-8100 x8109
8731 Citizens Drive, Suite 150
New Port Richey, FL 34654
kdolatowski@mypasco.net
www.mypasco.net

From: Anthony C <anthony.cicanese@gmail.com>
Sent: Wednesday, June 3, 2026 12:02 PM
To: Charles Grey <cgrey@pascocountyfl.net>; Jamie P. Girardi <jgirardi@pascocountyfl.net>; Chris Poole <cpoole@pascocountyfl.net>; Jon Moody <jmoody@pascocountyfl.net>; Matthew Munz <mmunz@pascocountyfl.net>; dpontilitz@mypasco.net; Ron Oakley <roakley@pascocountyfl.net>; Seth D. Weightman <sweightman@pascocountyfl.net>; Kathryn Starkey <kstarkey@pascocountyfl.net>; Lisa Yeager <lyeager@pascocountyfl.net>; Jack Mariano <jmariano@pascocountyfl.net>
Subject: Public Comment: Data Center Moratorium

Dear Commissioners and Planning Commission Members,

I am a resident of Pasco County and, although I am unable to attend the upcoming public hearing in person, I would like to submit my comments by email in lieu of appearing before you.

I respectfully urge you to vote in favor of the proposed temporary moratorium on new data centers and other large-scale electricity users.

This moratorium is not a ban on future development. Rather, it provides the County with an opportunity to carefully evaluate the potential impacts these facilities may have on our electrical infrastructure, water resources, land use planning, transportation networks, and quality of life before additional projects are approved.

As Pasco County continues to grow, it is important that decisions of this magnitude are made with a full understanding of their long-term consequences. Taking the time to study these issues now is a prudent and responsible approach that protects both current residents and future generations.

Thank you for your service to our community and for supporting a thoughtful, data-driven review process by approving the proposed moratorium.

Sincerely,

Anthony Cicanese
San Antonio, Florida

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CC26-0006 **DATE:** 6/16/2026

SUBJECT: An Ordinance By The Board Of County Commissioners Of Pasco County, Florida, Providing For The Amendment Of Chapter 18, Article IX Foreclosure Registry/Real Property Registration System, Sections 18-152 Definitions And 18-154 Maintenance Requirements, Pasco County Code Of Ordinances; Providing For Modification; Repealer; Severability; Inclusion Into The Pasco County Code Of Ordinances; And An Effective Date.

REFERENCES: Ordinance No. 10-49; Ordinance No. 15-14

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: Denise Sanderson, Director of Code Compliance

RECOMMENDED BOARD ACTION:

Accept public comment on the amendments to Chapter 18, Article IX. Adopt the Ordinance by roll call vote, authorize the execution of the Ordinance by the Chairman and direct Board Records to transmit the Ordinance to the Department of State by electronic mail within ten (10) days of the adoption of the Ordinance.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

For purposes of Chapter 18, Article IX, local agents must be located within the boundaries of Pasco County, Florida. The proposed amendments will expand the list of counties that are considered local for the purpose of local agent registration. The proposed ordinance amends the definition of local to include counties that border Pasco County: Pinellas County, Hernando County, Hillsborough County, Polk County, and Sumter County.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required for this action. In accordance with Section125.66(3)(a), F.S. a Business Impact Estimate (BIE) was prepared for the proposed ordinance amendments. Consistent with the posting requirement set forth in Section 125.66(3)(a), F.S., the County published the BIE information for this proposed ordinance on the County website for public viewing and consideration on April 29, 2026.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain One Original.

ATTACHMENT(S):

1. CC26-0006 Proposed Ordinance
2. CC26-0006 Business Impact Estimate Form
3. CC26-0006 Proof of Publication

BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. _____**

AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, PROVIDING FOR THE AMENDMENT OF CHAPTER 18, ARTICLE IX FORECLOSURE REGISTRY/REAL PROPERTY REGISTRATION SYSTEM, SECTIONS 18-152 DEFINITIONS AND 18-154 MAINTENANCE REQUIREMENTS, PASCO COUNTY CODE OF ORDINANCES; PROVIDING FOR MODIFICATION; REPEALER; SEVERABILITY; INCLUSION INTO THE PASCO COUNTY CODE OF ORDINANCES; AND AN EFFECTIVE DATE.

WHEREAS, Chapter 18, Article IX of the Pasco County Code of Ordinances requires certain properties with filings of foreclosure to be registered with Pasco County by owners and mortgagees; and

WHEREAS, registration requires owners and mortgagees to certify the property has been inspected within the preceding thirty (30) days and whether the property was found to be abandoned, vacant or showed evidence of vacancy; and

WHEREAS, certain minor changes to Chapter 18, Article IX of the Pasco County Code of Ordinances are required to clarify the definition of local as it pertains to a local agent.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pasco County, Florida, as follows:

Section 1. Recitals.

The foregoing whereas clauses are true and correct and are incorporated herein.

Section 3. Chapter 18, Article IX, Section 18-152 and Section 18-154

Section 18-152 and Section 18-154 are amended to read:

Sec. 18-152. - Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates and requires a different meaning:

Abandoned real property means any real property in unincorporated Pasco County that (1) is vacant or shows evidence of vacancy, and (2) is the subject of a lis pendens, a foreclosure action or proceeding, a foreclosure sale where the title was retained by the mortgagee involved in the foreclosure, and/or has been transferred under a deed in lieu of foreclosure or sale to the mortgagee or any company, trust, or entity in which the mortgagee has a financial interest.

Code enforcement officer or inspector means any authorized agent or employee of Pasco

County whose duty it is to assure code compliance.

County means Pasco County, Florida.

Days means consecutive calendar days.

Evidence of vacancy means any condition that on its own, or combined with other conditions present would lead a reasonable person to believe that the property is vacant. Such conditions may include, but not be limited to, overgrown and/or dead vegetation, electricity/water/other utilities turned off, a stagnant or green swimming pool, statements by neighbors/passers-by/delivery agents or government agents, lack of response to notices, returned or forwarded mail, unsecured doors, absence of, or condition of, personal belongings on the property, habitation by vagrants/transients/trespassers, etc.

Foreclosure means the legal process by which a parcel, tract, lot or other defined area of real property, placed as security for a real estate loan, is prepared for sale by the lender/mortgagee to satisfy the debt if the borrower/mortgagor defaults. This definition shall include all processes, activities and actions, by whatever name, associated with the described process.

Local means within the boundaries of Pasco County**, Pinellas County, Hernando County, Hillsborough County, Polk County, and Sumter County**, Florida.

Local agent means the agent designated by the mortgagee upon registration as required under this article. The local agent or its employee must be able to be located and served at a local address during a majority of the regular working week (8:00 a.m. to 5:00 p.m. Monday through Friday).

Mortgagee means the creditor, including, but not limited to, trustees; service companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement. This includes any company, trust, or entity in which the mortgagee has a financial interest. For purposes of this article only, the term "mortgagee" does not apply to governmental entities (including HUD, Fannie Mae, and Freddie Mac), civic associations, HOAs, and/or CDDs.

Owner means every person, entity, or service company, who alone or severally with others:

(1) Has legal or equitable title to any dwelling, dwelling unit, mobile dwelling unit, building, structure, or parcel of land, vacant or otherwise, including a mobile home park; or

(2) Has, or has exercised, care, charge or control of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land, vacant or otherwise, including a mobile home park, in any capacity including, but not limited to, agent, executor, executrix, administrator, administratix, trustee or guardian of the estate of the holder of legal title; changing of locks or service of paperwork directing occupants to vacate the premises is prima facie evidence of the exercise of care, charge, or control of any dwelling; or

(3) Is a mortgagee in possession of any such property; or

(4) Is an agent, trustee or other person appointed by the courts and vested with possession or control of any such property; or

(5) After a property subject to registration is sold, or the lis pendens and foreclosure action is terminated, a former mortgagee (or any company, trust, or entity in which the former mortgagee has a financial interest) that obtains possession, ownership, and/or control of the property.

Property means any real property, or portion thereof, located in unincorporated Pasco County, including building or structures situated on the property. For purposes of this article only, property does not include property owned or subject to the control of the county or any of its governmental bodies.

Securing means any measures that assist in making the property inaccessible to unauthorized persons.

Vacant means any building, structure or property that is not legally occupied.

Sec. 18-154. - Maintenance requirements.

(a) All owners of properties which are abandoned real property, vacant, or show evidence of vacancy, are responsible for maintaining the properties in accordance with the provisions of this article and all other applicable Pasco County codes and ordinances.

(b) If the owner of the property is not a natural person physically residing on the property, the owner shall contract with a local agent to perform monthly inspections on the property and to

verify compliance with the requirements of this article and any other applicable laws. The local agent shall be empowered to accept service of warnings, citations, and other legal process for the owner if the owner is not a natural person physically residing on the property.

(c) Abandoned real property, vacant property, and property showing evidence of vacancy must be maintained by owners to meet the standards in the county's minimum housing codes located in chapter 18 of the Pasco County Code of Ordinances, and to comply with ~~local~~ regulations concerning external and/or visible maintenance. These ordinances include section 42-1 of the Pasco County Code of Ordinances (Overgrown conditions and related public safety violations), section 106-54 of the Pasco County Code of Ordinances (outdoor storage of inoperative, unregistered, abandoned, or wrecked vehicles on any property prohibited), and sections of the Land Development Code pertaining to accumulation of debris; property maintenance; fences and walls. Pools must be maintained in accordance with chapter 18 of the Pasco County Code of Ordinances.

(d) Compliance with this article does not relieve the owner of any applicable obligations set forth elsewhere in the Pasco County Code of Ordinances, the Pasco County Land Development Code, or within any covenants, conditions and restrictions and/or homeowner's association rules and regulations.

Section 4. Repealer.

Any ordinance, or part of any ordinance, in conflict herewith is hereby repealed to the extent of any conflict.

Section 5. Severability.

It is declared to the intent of the Board of County Commissioners that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, clause, or provision and shall not be affected by such holding.

Section 6. Inclusion into the Pasco County Code of Ordinances.

It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become

and be made part of the Pasco County Code of Ordinances.

Section 7. Effective Date.

This Ordinance shall be transmitted to the Department of State by the Clerk to the Board by electronic mail within ten (10) days after adoption of this Ordinance, and this Ordinance shall take effect upon confirmation by the Department of State of its receipt.

ADOPTED with a quorum present and voting this 16th day of June 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

NIKKI ALVAREZ-SOWLES, ESQ
PASCO COUNTY CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

Business Impact Estimate

Consistent with the posting requirement set forth in Section 125.66(3)(a), F.S., the County hereby publishes the following BIE information for this proposed ordinance on its website for public viewing and consideration on this 29th day of April, 2026:

Proposed ordinance's title/reference:

An Ordinance By The Board Of County Commissioners Of Pasco County, Florida, Providing For The Amendment Of Chapter 18, Article IX Foreclosure Registry/Real Property Registration System, Sections 18-152 Definitions And 18-154 Maintenance Requirements, Pasco County Code Of Ordinances; Providing For Modification; Repealer; Severability; Inclusion Into The Pasco County Code Of Ordinances; And An Effective Date.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Chapter 18 Article IX, Foreclosure Registry/Real Property Registration, of the Pasco County Code of Ordinances is being amended to expand the list of Counties that are considered local for the purpose of local agent registration. This expands the list beyond solely Pasco County to counties that border Pasco County: Pinellas County, Hernando County, Hillsborough County, Polk County, and Sumter County.

It is the intent and purpose of the Foreclosure Registry/Real Property Registration to protect and preserve public safety, security, and quiet enjoyment of abutters and neighborhoods by (i) identifying vacant and abandoned properties; (ii) requiring all mortgagees, including lenders, trustees, and service companies, to register properties that have been foreclosed upon or are the subject of foreclosure actions or proceedings and to identify whether such properties are abandoned, vacant, or show evidence of vacancy; and (iii) regulating the inspection, security, and maintenance of abandoned properties that have been foreclosed upon or are the subject of foreclosure actions or proceedings, to prevent blighted and unsecured residences.

Expanding the list of those who may register furthers this intent and purpose.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in Pasco County, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

The amendments will expand the list of parties that may serve as local agents (local individual or local property management company) as the party(ies) responsible for inspecting the property in accordance with this Foreclosure Registry/Real Property Registration, for the security and maintenance of the property, and for timely updates of the registration.

The proposed amendments do not increase the direct compliance costs as new or increased fees are not being proposed.
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and The amendments do not create a new charge or fee.
(c) An estimate of Pasco County's regulatory costs, including estimated revenues from any new charges or fees to cover such costs. None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) that invoke the sections of the Pasco County Code of Ordinances amended by this Ordinance and, therefore, the proposed ordinance does not affect only businesses.

85651

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter NOTICE OF PUBLIC HEARING was published in said newspaper by print in the issues of 04/29/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jesroa Bowling
Sworn to and subscribed before me this **04/29/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

The Pasco County Board of County Commissioners will hold the following public hearing on **Tuesday, June 16, 2026, at 1:30 p.m. at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida**, to consider amendments to the following:

AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, PROVIDING FOR THE AMENDMENT OF CHAPTER 18, ARTICLE IX FORECLOSURE REGISTRY/REAL PROPERTY REGISTRATION SYSTEM, SECTIONS 18-152 DEFINITIONS AND 18-154 MAINTENANCE REQUIREMENTS, PASCO COUNTY CODE OF ORDINANCES; PROVIDING FOR MODIFICATION; REPEALER; SEVERABILITY; INCLUSION INTO THE PASCO COUNTY CODE OF ORDINANCES; AND AN EFFECTIVE DATE.

Information concerning this matter will be on file and available for examination by appointment only in the Code Compliance Department, 7508 Little Road, New Port Richey, FL 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call (727) 847-8171. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

4/29/2026 jb 85651-1

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** SPS26-0055 **DATE:** 6/16/2026

SUBJECT: An Ordinance By The Board of County Commissioners Of Pasco County, Florida, Providing For The Amendment Of Chapter 94, Article IV, Pasco County Local Provider Participation Fund; Providing For Modification; Repealer; Severability; Inclusion Into The Pasco County Code Of Ordinances; And An Effective Date.

REFERENCES: SB2500; SPS24-0012; SPS24-0021; SPS25-0039

AGENDA SECTION: Public Hearings

THRU: Catherine Pearson, Assistant County Administrator

FROM: Paula Baracaldo, Support Services Director

RECOMMENDED BOARD ACTION:

Accept public comment on the amendments to Chapter 94, Article IV. Adopt the Ordinance amending Chapter 94, Article IV, by roll call vote; authorize the Chairman to execute the Ordinance, and direct Board Records to retain the original and to transmit the Ordinance to the Department of State by electronic mail within ten (10) days after adoption of the Ordinance.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The formal introduction of this Ordinance amendment was waived, and the Board of County Commissioners (BCC) was briefed on this amendment on June 2, 2026.

Hospitals in Pasco County annually provide millions of dollars of uncompensated care to persons who qualify for Medicaid. The hospitals report that on average, Medicaid typically only covers 61% of the costs of the healthcare services actually provided by hospitals to Medicaid-eligible persons, leaving hospitals with significant uncompensated costs. The Centers for Medicare & Medicaid Services (CMS) Medicaid managed care regulations at 42 C.F.R Part 438 govern how states may direct plan expenditures in connection with implementing delivery system and provider payment initiatives under Medicaid managed care contracts. In November 2017, CMS published guidance for states to obtain approval of state-directed payments under 42 C.F.R. § 438.6(c). The State of Florida received CMS approval of its proposal for its directed payment program arrangement on April 26, 2021. The non-federal share of the program will be obtained through the proposed non-ad valorem assessments to be levied on each participating private hospital.

On August 6, 2024, the BCC adopted Ordinance 24-36, establishing the Pasco County Local Provider Participation Fund (LPPF). The LPPF Ordinance requires the hospitals located in the Agency for Health Care Administration's (AHCA) Region C (formerly Region 5), which is Pasco County, to pay a uniform, non-ad valorem special assessment, set annually by resolution by the BCC, on hospitals that have an ownership or leasehold interest in real property in Pasco County.

In 2025, Congress passed the One Big Beautiful Bill Act (OBBBA), a transformational piece of legislation for the Medicaid landscape. The Bill (OBBBA) affected how states can finance Medicaid programs and what opportunities remain available for the future.

Florida is now seeking waivers to exempt certain facilities from the provider taxes in 19 local jurisdictions across the state. If CMS grants the waivers, the exempt facilities will no longer be subject to the assessment. While the state and CMS continue to negotiate these waivers, Pasco County should alter the current ordinance language to prepare for the possible exemptions. The amended language addresses the new quality incentive program, the exemption of waiver facilities, and clearly identifies the authorized purposes and programs qualifying under the DPP, as an outcome of the federal changes implemented through the OBBBA.

The Support Services Department recommends adoption of the amended Ordinance. In addition, according to Resolution 25-272, Section 4.2, the County will be compensated for administrative costs associated with this program, in an amount not to exceed $150,000.00, per the administration fee provision of the LPPF Ordinance. No additional County funds will be required.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:

1.Retain the one original Ordinance.

2. Electronically to:
a. Erik Wangsness, AdventHealth - AdventHealth Wesley Chapel – erik.wangsness@adventhealth.com<>>
b. Mike Murrill, AdventHealth - AdventHealth Zephyrhills, Dade City and Connerton – mike.murrill@adventhealth.com<>>
c. Stephen Sullivan, Acadia Healthcare - North Tampa Behavioral Health – ssullivan@northtampabehavioralhealth.com<>>
d. Keri Eisenbeis, BayCare Health System, Morton Plant North Bay Hospital and BayCare Hospital Wesley Chapel – keri.eisenbeis@baycare.org<>>
e. Shawn Gregory, HCA Florida - Bayonet Point Hospital – shawn.gregory@hcahealthcare.com<>>
f. Mike Irvin, HCA Florida - Trinity Hospital – Michael.irvin@hcahealthcare.com<>>
g. Colleen Ernst, Adelanto Healthcare Ventures – colleen@ahcv.com<>>
h. Mike Carballa, County Administrator – mcarballa@pascocountyfl.net<>>
i. Jeff Steinsnyder, County Attorney's Office – jsteinsnyder@pascocountyfl.net<>>

ATTACHMENT(S):
1. SPS26-0055_FINAL_Ordinance Amendment 01June2026
2. SPS26-0055 Article IV Pasco County Local Provider Participation Fund - Proof of Publication

BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO._____**

AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, PROVIDING FOR THE AMENDMENT OF CHAPTER 94, ARTICLE IV, PASCO COUNTY LOCAL PROVIDER PARTICIPATION FUND; PROVIDING FOR MODIFICATION; REPEALER; SEVERABILITY; INCLUSION INTO THE PASCO COUNTY CODE OF ORDNANCES; AND AN EFFECTIVE DATE.

WHEREAS, the hospitals in Pasco County's jurisdiction (the "Hospitals") annually provide millions of dollars of uncompensated care to those who qualify for Medicaid because Medicaid, on average, historically covers only 61% of the costs of the health-care services actually provided by Hospitals to Medicaid-eligible persons, leaving Hospitals with significant uncompensated costs; and

WHEREAS, the State of Florida (the "State") operates several supplemental payment programs designed to provide reimbursement to cover the Medicaid reimbursement shortfall, to provide resources to support charity care, and to ensure improvements in quality of care; and

WHEREAS, certain non-public Hospitals have asked Pasco County (the "County") to impose assessments upon certain real property upon which Hospitals operate to help finance the non-federal share of the State's Medicaid program; and

WHEREAS, the only properties to be assessed are the real property sites of such Hospitals; and

WHEREAS, the funding raised by the County assessments will, through intergovernmental transfers ("IGTs") consistent with federal guidelines, support additional funding for Medicaid supplemental payments to Hospitals; and

WHEREAS, the County acknowledges that the Hospital properties assessed can benefit directly and especially from the assessments as a result of the above-described additional funding; and

WHEREAS, the County has determined that a logical relationship exists between the services provided and the special and particular benefit to the real property upon which the Hospitals operate; and

WHEREAS, the County has an interest in promoting access to healthcare for its low-income and uninsured residents; and

WHEREAS, leveraging additional federal support through the above-described IGTs to fund supplemental payments to the Hospitals for healthcare services directly and specifically benefits the properties upon which Hospitals operate and supports their continued ability to provide those services; and

WHEREAS, imposing assessments limited to the properties upon which the Hospitals operate to help fund the provision of these services and the achievement of certain quality

standards by the Hospitals to residents of the County is a valid public purpose that benefits the health, safety, and welfare of the citizens of the County; and

WHEREAS, the assessments support the financial stability and viability of the Hospitals providing such services; and

WHEREAS, the Hospitals are important contributors to the overall County's economy, and the financial benefit to these Hospitals directly and specifically supports their mission, as well as their ability to grow, expand, and maintain their facilities in concert with the population growth in the jurisdiction of the County; and

WHEREAS, the County finds that the assessments will enhance the Hospitals' ability to grow, expand, maintain, improve, and increase the value of their properties and facilities under all present circumstances and those of the foreseeable future; and

WHEREAS, the County is proposing properly apportioned assessments by which certain Hospitals will be assessed a uniform amount that is compliant with 42 C.F.R. § 433.68(d); and

WHEREAS, the County adopts this Ordinance enabling the County to levy uniform non-ad valorem special assessments, which are fairly and reasonably apportioned among the properties upon which Hospitals operate within the County's jurisdictional limits, to establish and maintain a system of funding for IGTs to support the non-federal share of Medicaid supplemental payments, thus directly and specially benefitting properties upon which Hospitals operate.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA:

SECTION 1. RECITALS.

The foregoing whereas clauses are true and correct and are incorporated herein.

SECTION 2. CHAPTER 94, ARTICLE IV – PASCO COUNTY LOCAL PROVIDER PARTICIPATION FUND, AMENDED.

Chapter 94, Article IV, of the Pasco County Code, is hereby amended to read:

ARTICLE IV. PASCO COUNTY LOCAL PROVIDER PARTICIPATION FUND

Sec. 94-77. - Title.

This Article IV shall be known and may be cited as the "Pasco County Local Provider Participation Fund Ordinance."

Sec. 94-78. - Authority.

Pursuant to Article VIII, Section 1(f) of the Constitution of the State of Florida, and Chapter 125 of the Florida Statutes, the Board is hereby authorized to impose special assessments against

certain private for-profit and not-for-profit hospitals located within the County to fund the non-federal share of supplemental payments associated with Local Services.

Sec. 94-79. - Purpose.

The non-ad valorem special assessments authorized by this article shall be imposed, levied, collected, and enforced against Assessed Properties located within the County. Proceeds from the Assessments shall be used to benefit Assessed Properties through supplemental payments for Local Services. When imposed, the Assessments shall constitute liens upon the Assessed Properties equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Failure to pay may cause foreclosure proceedings, which could result in loss of title, to commence. The Assessments shall be computed and assessed only in the manner provided in this Ordinance.

Sec. 94-80. - Alternative Method.

This Ordinance shall be deemed to provide an additional and alternative method, as specified in § 197.3631, Fla. Stat., for the assessment and collection of the non-ad valorem special assessments described herein. The Ordinance shall be regarded as supplemental and additional to powers conferred by other laws and shall not be regarded as in derogation of any powers now existing, or which may exist in the future. This Ordinance, being necessary for the health, safety, and welfare of the inhabitants of the County, shall be liberally construed to effectuate the purposes hereof.

Sec. 94-81. - Definitions.

When used in this Ordinance, the following terms shall have the following meanings, unless the context clearly requires otherwise:

Assessed Property means the real property in the County to which an Institutional Health Care Provider holds a right of possession and right of use through an ownership or leasehold interest, thus making the property subject to the Assessments.

Assessments mean the non-ad valorem special assessments imposed by the County on Assessed Property to fund the non-federal share of supplemental payments that will benefit hospitals providing Local Services.

Assessment Resolutions mean the resolutions described in Section 94-85 hereof.

Board means the Board of County Commissioners of Pasco County, Florida.

Comptroller means the Pasco County Comptroller, *ex officio* Clerk to the Board, or other such person as may be duly authorized to act on such person's behalf.

County means Pasco County, Florida.

Fiscal Year means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

Institutional Health Care Provider means a **licensed** private for-profit or not-for-profit hospital that provides inpatient hospital services**, unless the Centers for Medicare and Medicaid Services (CMS) exempts the hospital through an approved or pending health care tax waiver**.

Local Services means the provision of health care services to Medicaid, indigent, and uninsured members of the Pasco County community and surrounding area.

Local Provider Participation Fund means a separate, custodial or other fund account into which funds collected from the Non-Ad Valorem assessments are deposited for the specific purpose of supporting the IGTs in execution of this program.

Non-Ad Valorem Assessment Rolls means the special assessment rolls prepared by the County.

Ordinance means the Pasco County Local Provider Participation Fund Ordinance.

Supplemental Payments **means funding received through the Directed Payment Program, the Low Income Pool, and any other supplemental or managed care quality incentive program or arrangement authorized by CMS and expressly designated in an assessment resolution described in Section 94-85 hereof.**

Tax Collector means the Pasco County Tax Collector.

Sec. 94-82. - Interpretation.

Unless the context indicates otherwise, the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Article. The term "hereafter" means after, and the term "heretofore" means before the effective date of the Ordinance.

Sec. 94-83. - Scope of Assessments.

Pursuant to § 125.01, Fla. Stat., the Board is hereby authorized to create non-ad valorem special assessments that shall be imposed, levied, collected, and enforced against Assessed Property to fund the non-federal share of supplemental payments benefitting Assessed Properties providing Local Services in the County. Funds generated as a result of the Assessments shall be held in a custodial or other fund account, as required and established by this ordinance for the purpose of supporting this program, called the Local Provider Participation Fund, and shall be available to be used only to (1) provide to the Florida Agency for Health Care Administration the non-federal share for supplemental payments to be made directly or indirectly in support of hospitals serving low-income, Medicaid, and uninsured patients and (2) reimburse the County for administrative costs associated with the implementation of the Assessments authorized by this Ordinance, as further specified in the Assessment Resolutions.

The Assessments must **comport with federal and state requirements for health care-related assessments** ~~be broad based, and the amount of the Assessments must be uniformly imposed on each Assessed Property~~. The Assessments may not hold harmless any Institutional Health Care Provider, as required under 42 U.S.C. § 1396b(w). As set forth in Section 94-79, the Assessments shall constitute a lien upon the Assessed Properties equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. In addition to

other remedies available at law or equity, the enforcement of the aforesaid Assessments shall be at the same time and in like manner as ad valorem taxes and subject to all ad valorem tax enforcement procedures afforded to the official annual real property tax notice.

Creation and implementation of the Assessments will not result in any additional pecuniary obligation on the County, Board, or County residents. The Assessments shall be imposed, levied, collected, and enforced against only Assessed Properties, and the Assessment Resolutions shall provide that the County's administrative costs shall be reimbursed from the collected amounts. The County's administrative costs shall not exceed $150,000, unless amended by Resolution by the Board in accordance with State and Federal law. Any reasonable expenses the County incurs to collect delinquent assessments in support of this program, including any attorney's fees incurred as a result of contracting with an attorney to represent the county in seeking and enforcing the collection of delinquent assessments or other legal matters as a result of this program, are not subject to the limitation on administrative costs.

The Board may establish a designee to carry out the administration and execution of the Assessments. The designee may establish administrative rules and procedures to effectively carry out the program consistent with the Ordinance and Assessment Resolutions.

Sec. 94-84. – Computation of Assessments.

The annual Assessments shall be specified for each Assessed Property. The Board shall set the Assessments in amounts that in the aggregate will generate sufficient revenue to fund the non-federal share of supplemental payments associated with Local Services to be funded by the Assessments.

The amount of the Assessments required of each Assessed Property may not exceed an amount that, when added to the amount of other hospital assessments levied by the state or local government, exceeds the maximum percent of the aggregate net patient revenue of all Assessed Hospitals in the **State** ~~County~~ permitted by 42 C.F.R. § 433.68(f)(3)(i)(A). Assessments for each Assessed Property will be derived from data contained in hospital cost reports and/or the Florida Hospital Uniform Reporting System, as available from the Florida Agency for Health Care Administration.

Sec. 94-85. – Assessment Resolutions.

The Assessment Resolutions shall describe (a) the supplemental payments proposed for funding from proceeds of the Assessments; (b) the benefits to the Assessment Properties associated with the Assessments; (c) the methodology for computing the assessed amounts; and (d) the method of collection, including how and when the Assessments are to be paid.

Sec. 94-86. – Non-Ad Valorem Assessment Roll.

The Non-Ad Valorem Assessment Rolls shall contain the following:

a) The names and addresses of the Assessed Properties; and

b) The Assessment rates and amount of the Assessments to be imposed against each Assessed Property based on the Assessment Resolutions.

The Non-Ad Valorem Assessment Rolls shall be retained by the Board or a designee of the Board and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Rolls be in printed form if the amount of the Assessments for each Assessed Property can be determined by use of a computer terminal available to the public.

Sec. 94-87. - Notice by Publication.

Notice shall be published once in a newspaper of general circulation within the County stating that the Board, at a regular, adjourned, or special meeting on a certain day and hour, not earlier than 20 calendar days from such publication, will hear objections of all interested persons to approve the Assessments. Such notice shall include:

a) The Assessment rates;
b) The procedure for objecting to the Assessment rates;
c) The method by which the Assessments will be collected; and
d) A statement that Non-Ad Valorem Special Assessment Rolls are available for public inspection.

Sec. 94-88. - Notice by Mail.

In addition to the published notice required by Section 94-87, the Board or a designee of the Board shall provide notice of the proposed Assessments by first-class mail to the Assessed Properties. Such notice shall include:

a) The purpose of the Assessments;
b) The Assessment rates to be levied against each Assessed Property;
c) The unit of measurement used to determine the Assessments;
d) The total revenue to be collected by the County from the Assessments;
e) A statement that failure to pay the Assessments will cause a tax certificate to be issued against the property or foreclosure proceedings, either of which may result in a loss of title to the property;
f) A statement that all affected and/or interested parties have a right to appear at the hearing and to file written objections with the Board within 20 days of the notice; and
g) The date, time, and place of the hearing.

Notice shall be mailed at least 20 calendar days prior to the hearing to each Assessed Property at such address as is shown on the Assessment Rolls. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. Proof of service of said notice may be made by affidavit. Failure of the Assessed Property to receive such notice, because of mistake or inadvertence, shall not affect the validity of the Assessment Rolls or release or discharge any obligation for payment of the Assessments imposed by the Board pursuant to this Article.

Sec. 94-89. - Adoption of Assessment Resolution and Non-Ad Valorem Assessment Rolls.
At the time named in the notice, the Board shall receive and consider any written objections of interested persons. All objections to the Assessment Resolution and Non-Ad Valorem Assessment Roll shall be made in writing and filed with the Board at or before the time or adjourned time of such hearing. At the date and time named in the notice, the Board may adopt the Assessment Resolution and Non-Ad Valorem Assessment Roll which shall:

a) Set the rate of the Assessments to be imposed;
b) Approve the Non-Ad Valorem Assessment Rolls, with such amendments as it deems just and right; and
c) Affirm the method of collection.

Sec. 94-90. - Revisions to the Assessment Roll.
The Board may revise the Non-Ad Valorem Assessment Rolls one or more times during the Fiscal Year to modify the Assessment rates through the adoption of additional Assessment Resolutions, following the procedures set forth herein and as provided for in applicable Florida Statutes, as may be amended from time to time.

Sec. 94-91. - Effect of the Assessment Resolutions.
The adoption of Assessment Resolutions shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and Assessment, the Assessment rates, the initial rates of Assessment, the Non-Ad Valorem Assessment Rolls, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Board action on the Assessment Resolution. The Non-Ad Valorem Assessment Rolls shall be delivered to the Tax Collector or such other official as the Board by resolution shall designate.

Sec. 94-92. - Method of Collection.
The amount of the Assessments is to be collected pursuant to the Alternative Method, as specified in the Assessment Resolution.

Sec. 94-93. - Refunds.
If, at the end of the Fiscal Year, additional amounts remain in the Local Provider Participation Fund, the Board is hereby authorized to make refund to Assessed Properties in proportion to amounts paid in during the Fiscal Year for all or a portion of the unutilized Local Provider Participation Fund. Absent Board action, funds will remain in the account and roll over for the next fiscal year.

Sec. 94-94. - Responsibility for Enforcement.
The County and its agent, if any, shall maintain the duty to enforce the prompt collection of the Assessments by the means provided herein. The duties related to collection of assessments may be

enforced at the suit of any holder of obligations in a court of competent jurisdiction by mandamus or other appropriate proceedings or actions.

Sec. 94-95. - Correction of Errors and Omissions.
No act of error or omission on the part of the Comptroller, Property Appraiser, Tax Collector, Board, or their deputies or employees shall operate to release or discharge any obligation for payment of the Assessments imposed by the Board under the provision of this Chapter.

Sec. 94-96. - Limitations on Surcharges.
Payments made by Assessed Properties under this article may not be passed along to patients of the Assessed Property as a surcharge or as any other form of additional patient charge.

Sec. 94-97 – Release of Liability
The Hospitals that are subject to the Assessments imposed pursuant to this Ordinance have requested adoption of this Ordinance and have given assurances to the County that the objectives and procedures addressed in this Ordinance are proper and lawful. Accordingly, each such of the Hospitals shall, as a prerequisite for the County imposing Assessments hereunder, forever release the County and its officers, employees, agents, and instrumentalities from any and all liability relating to the imposition of the Assessments. The release shall be in a form approved by the County Attorney's Office and submitted prior to the adoption of the Assessment Resolution.

SECTION 3. MODIFICATION

It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk of the Board pursuant to this Section.

SECTION 4. REPEALER

Any ordinance, or part of any ordinance, in conflict herewith is hereby repealed to the extent of any conflict.

SECTION 5. SEVERABILITY.

It is declared to the intent of the Board of County Commissioners that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, clause, or provision and shall not be affected by such holding.

SECTION 6. INCLUSION INTO THE PASCO COUNTY CODE OF ORDINANCES.

It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made part of the Pasco County Code of Ordinances.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall be transmitted to the Department of State by the Clerk to the Board by electronic mail within ten (10) days after adoption of this Ordinance, and this Ordinance shall take effect upon confirmation by the Department of State of its receipt.

DONE AND ADOPTED with a quorum present and voting this _____ day of _____, 2026.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: _____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

BY: _____
JACK MARIANO ,CHAIRMAN

91844

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter SPS26-0055 was published in said newspaper by print in the issues of 06/07/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **06/07/2026**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Board of County Commissioners will hold a public hearing on Tuesday, June 16, 2026, at the West Pasco Government Center, 1st Floor, Board Room, 8731 Citizens Drive, New Port Richey, Florida 34654, at 1:30 pm, to consider amendments to the following Ordinance:

AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, PROVIDING FOR THE AMENDMENT OF CHAPTER 94, ARTICLE IV, PASCO COUNTY LOCAL PROVIDER PARTICIPATION FUND; PROVIDING FOR MODIFICATION; REPEALER; SEVERABILITY; INCLUSION INTO THE PASCO COUNTY CODE OF ORDNANCES; AND AN EFFECTIVE DATE.

Information concerning this matter will be on file and available for examination in the office of the Pasco County Support Services Department, 8620 Galen Wilson Blvd., Port Richey, Florida 34668; or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call (727) 847-2411. All interested parties may participate in this hearing virtually, which requires advance registration; please visit https://pasco.rja.revize.com/forms/7184 .

Any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center at 14326 6th Street, Suite 201, Dade City, Florida 33523-3414, or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.gov. To view the Board of County Commissioner's Agenda please visit https://www.pascocountyfl.net/government/agendas___minutes_.php

If you are a person with a disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Steet, New Port Richey, Florida 34654 or (727) 847-8030 at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days. If you are hearing or voice impaired, call 711.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PDE26-0475 **DATE:** 6/16/2026

SUBJECT: An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 1104 Flood Damage Prevention; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

REFERENCES: All Local Planning Agency (LPA) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): LPA at DC 4/9/26 – BCC at DC 5/5/26 – BCC at NPR 6/16/26

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Accept public comment. Adopt the proposed Land Development Code Amendment and Ordinance by roll-call vote. Authorize the Chair to execute the original(s) of the Ordinance provided and direct the Board Records Department to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The purpose of this ordinance is to implement the required revisions to the Pasco County Land Development Code (LDC) to ensure compliance with Section 163.31795 F.S. concerning hurricane relief, recovery, and response.

The BCC adopted the restated Pasco County Land Development Code (LDC) on October 18, 2011, by Ordinance No. 11-15. As of June 16, 2026, there have been 85 adopted amendments to the Code.

The Ordinance Development Team (ODT) leads the drafting and review of all potential Land Development Code Amendments. After any necessary research is completed, potential amendments are drafted by members of ODT. The draft amendments are then taken to the LDC Interested Parties and Horizontal Roundtable (HRT) group for review and comment. Pursuant to Section 203, Local Planning Agency, of the LDC, the Planning Commission is designated by the Board of County Commissioners as the Local Planning Agency (LPA) and shall have all the functions, powers, and duties as set forth in Section 163.3174, Florida Statutes. For the purposes of LDC amendments, the LPA shall review proposed amendments as to their consistency with the adopted Pasco County Comprehensive Plan.

On February 18, 2026, the proposed amendments were presented to and discussed with the LDC Interested Parties and the HRT. On April 9, 2026, the LPA found the proposed ordinance amendments consistent with the Pasco County Comprehensive Plan.

History of the Ordinance:

Section 163.31795(2), F.S., prohibits any local government participating in the National Flood Insurance Program (NFIP) from adopting or enforcing an ordinance for substantial improvements or repairs to a structure that includes a cumulative substantial improvement period, commonly referred to as “lookback ordinances.” The proposed amendments align the existing provisions of the Land Development Code with the revised requirements of the Florida Statutes.

The following Sections are amended and stricken as shown in Attachments 1, 2 and 3:

- LDC Section 1104.4.F.3:
  - The duties of the Floodplain Administrator have been updated to remove the evaluation of previous permits issued for improvement and repairs, as currently specified in the definition of “substantial improvement”.
- Appendix A Definitions – Updates to the following definitions:
  - Market Value (as it pertains to flood damage prevention)
    - Removed the language that previously allowed the Building Official to make the final determination of market value to align the LDC definition with the definition approved by the Florida Division of Emergency Management (FDEM).
  - Substantial damage
    - Reduced the percentage of market value of the structure from 50% to 49% to correct a Scrivener's error from a 2022 amendment for substantial improvement. This creates consistency within the Code, and does not change legal effect, as the County currently enforces 49% for both substantial improvement and substantial damage.
  - Substantial improvement
    - Removed the references to the cumulative cost and period of accumulation to align with Section 163.31795(2), F.S.

Planning, Development, and Economic Growth, County Attorney’s Office and Building Construction Services provided input on these proposed amendments. The proposed amendments do not impact the County’s Community Rating System (CRS) Score. The amendments will be accompanied by a corresponding revision to Chapter 18, Pasco County Code of Ordinances.

Public Hearing History:

	Date	**Vote: Approve/Deny**
Local Planning Agency	4/9/2026	Approved: 5 - 0
Board of County Commissioners - 1st Hearing	5/5/2026	No Action Required
Board of County Commissioners	6/16/2026	Pending

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action. A Business Impact Estimate (BIE) is not required pursuant to Section 125.66(3)(c)1. Florida Statutes.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain one original for the record.
2. File a copy of the Ordinance with the Florida Department of State by transmittal via electronic mail within ten (10) days after the adoption of the Ordinance to CountyOrdinances@dos.myflorida.com.
3. Send the Executed Ordinance and redline to Municode via electronic mail after the adoption of the Ordinance to MunicodeOrds@civicplus.com.
4. Send electronically to: Brian Yunker, Planner II (byunker@mypasco.net), Amandla Hill, Principal Planner (ahill@mypasco.net).

ATTACHMENT(S):
1. PDE26-0475 Sec 1104 Flood Damage Prevention - Proposed Ordinance
2. PDE26-0475 Sec 1104 Flood Damage Prevention LDCA - Redline
3. PDE26-0475 Sec 1104 Flood Damage Prevention LDCA - Appendix A Definitions Redline
4. PDE26-0475 Sec 1104 Flood Damage Prevention LDCA - Proof of Publication

cc: DA/DE/NP/AT/BY PDE26-0475 Section 1104 Flood Damage Prevention LDCA - BCC

BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. _____**

AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE PASCO COUNTY LAND DEVELOPMENT CODE; SECTION 1104 FLOOD DAMAGE PREVENTION; APPENDIX A DEFINITIONS; AND OTHER SECTIONS, AS NECESSARY, FOR INTERNAL CONSISTENCY; PROVIDING FOR APPLICABILITY; REPEALER; PROVIDING FOR SEVERABILITY; INCLUSION INTO THE LAND DEVELOPMENT CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Pasco County, Florida, is authorized under Chapters 125, 162, 163, 177, and 380 Florida Statutes, to enact zoning and other land development regulations to protect the health, safety and welfare of the citizens of Pasco County; and

WHEREAS, Sections 163.3201, 163.3202, 163.3211 and 163.3213, Florida Statutes, empowers and requires the Board of County Commissioners of Pasco County, Florida, to implement adopted Comprehensive Plans by the adoption of appropriate land development regulations and specifies the scope, content and administrative review procedures for said regulations; and

WHEREAS, Section 163.3202, Florida Statutes, provides that certain specified and mandated regulations are to be combined and compiled into a single land development code for the jurisdiction; and

WHEREAS, the Board of Commissioners adopted the restated Pasco County Land Development Code on October 18, 2011, by Ord. No. 11-15; and

WHEREAS, at the time of the adoption of the restated Land Development Code, the Board of County Commissioners contemplated the need to make amendments addressing issues of implementation and internal consistency; and

WHEREAS, pursuant to Section 553.80, Florida Statutes, the Board of County Commissioners is required to enforce the Florida Building Code on all public and private buildings, structures, and facilities; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Pasco County and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, Pasco County participates in the National Flood Insurance Program (NFIP) and enforces floodplain management regulations consistent with FEMA standards and the Florida Building Code; and

WHEREAS, on June 26, 2025, Governor DeSantis signed Senate Bill 180 into law, prohibiting local governments participating in the NFIP from adopting or enforcing any ordinance that includes a cumulative substantial improvement period; and

WHEREAS, Section 1104 of the Pasco County Land Development Code currently contains a

provision that directs the Floodplain Administrator to evaluate previous permits in making substantial improvement or substantial damage determinations based on the cumulative look-back period defined in Appendix A;

WHEREAS, Appendix A of the Pasco County Land Development Code currently defines "substantial improvement" in a manner that includes cumulative calculations inconsistent with state law;

WHEREAS, the Local Planning Agency conducted a public hearing on April 9, 2026 and found the proposed amendments consistent with the Pasco County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners conducted duly noticed public hearings on May 5, 2026 and June 16, 2026, where the Board of County Commissioners considered all oral and written comments received at public hearings, including staff reports and information received during said public hearings and found the proposed amendments consistent with the Pasco County Comprehensive Plan; and

WHEREAS, the citizens of Pasco County were provided with ample opportunity for comment and participation in this amendment process through Horizontal Roundtable and Interested Parties meeting, public meetings and public hearings; and

WHEREAS, in exercise of said authority the Board of County Commissioners of Pasco County, Florida, has determined that it is necessary and desirable to amend the restated Pasco County Land Development Code to implement policy direction and to correct internal inconsistencies.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pasco County, Florida, as follows:

SECTION 1. Authority.

This ordinance is enacted pursuant to Chapter 125 and 163, Florida Statutes, as amended and under the home rule powers of the County.

SECTION 2. Legislative Findings of Fact.

The foregoing Whereas clauses, incorporated herein, are true and correct.

SECTION 3. Applicability and Effect on Existing Development Approvals.

The applicability and effect of this amendment shall be as provided for in Sections 103.1 and 103.2 of the restated Land Development Code.

SECTION 4. Repealer.

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

SECTION 5. Amendment.

The Pasco County Land Development Code is hereby amended as shown and described in Attachment A, Attached hereto and made part hereof.

SECTION 6. Severability.

It is declared to be the intent of the Board of County Commissioners of Pasco County, Florida, that

if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provisions and shall not be affected by such holding.

SECTION 7. Effective Date.

A certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk to the Board by electronic mail within ten (10) days after adoption and shall take effect upon such filing.

ADOPTED with a quorum present and voting this 16th day of June, 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

NIKKI ALVAREZ-SOWLES, ESQ
PASCO COUNTY CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

Attachment A

(This page was intentionally left blank.)

1104.4. Floodplain Administrator

The Board of County Commissioners hereby appoints the County Administrator, or designee, to administer and implement this section. The duties shall include, but not be limited to, all of the following:

A. Review development applications to determine whether proposed new development will be located in flood hazard areas.

B. Review all development applications to ensure that the permit requirements of this section have been satisfied.

C. Review development applications to determine whether proposed development will be reasonably safe from flooding.

D. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage.

E. Make final determinations on development permits for developments that are not subject to the *Florida Building Code,* including buildings, structures, and facilities exempt from the *Florida Building Code.*

F. For applications for building permits to improve buildings, structures, and facilities in flood hazard areas, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement or work to such buildings, structures, and facilities, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the Market Value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if both repaired and improved are proposed, to the market value of the building or structure;

3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

4. Notify the applicant if it is determined that the proposed work constitutes substantial improvement or repair of substantial damage

and that compliance with flood resistant construction requirements of the Florida Building Code and this Code, Section 1104 is required.

G. Review, in coordination with the Building Official, requests submitted that seek approval to modify the strict application of the flood load and flood-resistant construction requirements of the *Florida Building Code*, as amended by Pasco County, to determine whether such requests require the granting of a variance pursuant to this Code, Section 1104.7.

H. Make required inspections for development permits that are not subject to the *Florida Building Code*, including buildings, structures, and facilities exempt from the *Florida Building Code.*

I. Advise the permittee when additional Federal or State permits may be required and require that copies of such permits be provided and maintained on file with the Development Permit, including but not limited to:

1. Southwest Florida Water Management District; Section 373.036, F.S..

2. Florida Department of Health for onsite sewage treatment and disposal systems; Section 381.0065, F.S. and Chapter 62, F.A.C.

3. The Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; Section 161.141, F.S.

4. The Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; Section 161.055, F.S.

5. The Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

6. Federal permits and approvals.

J. Notify adjacent communities, the Florida Division of Emergency Management, State Floodplain Management Office, and other Federal and/or State agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse and submit copies of such notifications to FEMA.

K. Ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.

L. Review required design certifications and documentation of elevations specified by this Code, Section 1104, and the *Florida Building Code,* as amended by Pasco County, to determine that such certifications and documentations are complete.

M. Provide available flood elevation and flood hazard information.

N. Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard, for example, where there appears to be a conflict between a mapped boundary and actual field conditions, make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Code, Section 1104.7.

O. When base flood elevation data or floodway data have not been provided on a FIRM, obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other source in order to administer the provisions of this Code, Section 1104, and the *Florida Building Code*, as amended by Pasco County.

P. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant.

Q. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA, the data and information necessary to maintain the FIRMs if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six (6) months of such data becoming available.

R. Notify FEMA when the unincorporate boundaries of Pasco County are modified.

S. Advise applicants for new buildings and structures, including substantial improvements that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub.L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub.L. 101-591) that federal flood insurance is not available on such construction. Areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

T. All records pertaining to this Code, Section 1104, and the flood provisions of the *Florida Building Code*, as amended by Pasco County, shall be maintained in the office of the County Administrator, or designee, and shall be open for public inspection.

Appendix A

Definitions

Market Value (as it pertains to Flood Damage Prevention). The building value, excluding the land and other improvements on the parcel, as would be agreed to between a willing buyer and seller, as established by what the local real estate market will bear. Market value is the Actual Cash Value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

Substantial damage.

1. As it pertains to Flood Damage Prevention: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed forty-nine (49) percent of the market value of the structure before the damage occurred.

2. As it pertains to Dock Construction: Damage of any origin sustained by a dock whereby the cost of restoring the dock to its predamaged condition would equal or exceed fifty (50) percent of the market value of the dock before the damage occurred.

Substantial improvement.

1. As it pertains to Flood Damage Prevention: Any one or more, or any combination thereof, of repair, reconstruction, rehabilitation, addition, alteration, or other improvement of a building or structure, the cost of which equals or exceeds forty-nine (49) percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building.

The term does not, however, include either:

a. Any project for improvement of a building required to comply with existing health, sanitary, or safety code violations which have been identified prior to permit issuance by the County Administrator or designee, and which are solely necessary to ensure safe living conditions except when damages are caused by willful intent or cumulative neglect by the owner or owners; or

b. Any alteration of a "historic structure" provided that the alteration would not preclude the structure's continued designation as a "historic structure."

2. As it pertains to Dock Construction: The replacement of more than 50 percent of the structure, or the lateral or lineal extension of any dock.

CHAPTER 1100. SPECIAL DEVELOPMENT STANDARDS

SECTION 1104. FLOOD DAMAGE PREVENTION

1104.4. Floodplain Administrator

The Board of County Commissioners hereby appoints the County Administrator, or designee, to administer and implement this section. The duties shall include, but not be limited to, all of the following:

A. Review development applications to determine whether proposed new development will be located in flood hazard areas.

B. Review all development applications to ensure that the permit requirements of this section have been satisfied.

C. Review development applications to determine whether proposed development will be reasonably safe from flooding.

D. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage.

E. Make final determinations on development permits for developments that are not subject to the *Florida Building Code,* including buildings, structures, and facilities exempt from the *Florida Building Code.*

F. For applications for building permits to improve buildings, structures, and facilities in flood hazard areas, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement or work to such buildings, structures, and facilities, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the Market Value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if both repaired and improved are proposed, to the market value of the building or structure;

3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; ~~the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of~~

~~"substantial improvement";~~ and

4. Notify the applicant if it is determined that the proposed work constitutes substantial improvement or repair of substantial damage and that compliance with flood resistant construction requirements of the Florida Building Code and this Code, Section 1104 is required.

G. Review, in coordination with the Building Official, requests submitted that seek approval to modify the strict application of the flood load and flood-resistant construction requirements of the *Florida Building Code*, as amended by Pasco County, to determine whether such requests require the granting of a variance pursuant to this Code, Section 1104.7.

H. Make required inspections for development permits that are not subject to the *Florida Building Code*, including buildings, structures, and facilities exempt from the *Florida Building Code.*

I. Advise the permittee when additional Federal or State permits may be required and require that copies of such permits be provided and maintained on file with the Development Permit, including but not limited to:

1. Southwest Florida Water Management District; Section 373.036, F.S..

2. Florida Department of Health for onsite sewage treatment and disposal systems; Section 381.0065, F.S. and Chapter 62, F.A.C.

3. The Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; Section 161.141, F.S.

4. The Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; Section 161.055, F.S.

5. The Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

6. Federal permits and approvals.

J. Notify adjacent communities, the Florida Division of Emergency Management, State Floodplain Management Office, and other Federal and/or State agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse and submit copies of such notifications to FEMA.

K. Ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.

L. Review required design certifications and documentation of elevations specified by this Code, Section 1104, and the *Florida Building Code,* as amended by Pasco County, to determine that such certifications and documentations are complete.

M. Provide available flood elevation and flood hazard information.

N. Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard, for example, where there appears to be a conflict between a mapped boundary and actual field conditions, make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Code, Section 1104.7.

O. When base flood elevation data or floodway data have not been provided on a FIRM, obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other source in order to administer the provisions of this Code, Section 1104, and the *Florida Building Code*, as amended by Pasco County.

P. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant.

Q. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA, the data and information necessary to maintain the FIRMs if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six (6) months of such data becoming available.

R. Notify FEMA when the unincorporate boundaries of Pasco County are modified.

S. Advise applicants for new buildings and structures, including substantial improvements that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub.L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub.L. 101-591) that federal flood insurance is not available on such construction. Areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

T. All records pertaining to this Code, Section 1104, and the flood provisions of the *Florida Building Code*, as amended by Pasco County, shall be maintained in the office of the County Administrator, or designee, and shall be open for public inspection.

Appendix A

Definitions

Market Value (as it pertains to Flood Damage Prevention). The building value, excluding the land and other improvements on the parcel, as would be agreed to between a willing buyer and seller, as established by what the local real estate market will bear. Market value is the Actual Cash Value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser. ~~The final determination of Market Value shall be made by the County Building Official in accordance with the market value resources set forth above.~~

Substantial damage.

1. As it pertains to Flood Damage Prevention: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed forty-nine~~fifty~~ (49~~50~~) percent of the market value of the structure before the damage occurred.

2. As it pertains to Dock Construction: Damage of any origin sustained by a dock whereby the cost of restoring the dock to its predamaged condition would equal or exceed fifty (50) percent of the market value of the dock before the damage occurred.

Substantial improvement.

1. As it pertains to Flood Damage Prevention: Any one or more, or any combination thereof, of repair, reconstruction, rehabilitation, addition, alteration, or other improvement of a building or structure ~~taking place during a one year period~~, the ~~cumulative~~ cost of which equals or exceeds forty-nine (49) percent of the market value of the structure before the "start of construction" of the improvement. ~~The period of accumulation begins when the permit for the first improvement or repair of each building is issued and extends for one year or until the permit is closed.~~ This term includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building.

The term does not, however, include either:

a. Any project for improvement of a building required to comply with existing health, sanitary, or safety code violations which have been identified prior to permit issuance by

the County Administrator or designee, and which are solely necessary to ensure safe living conditions except when damages are caused by willful intent or cumulative neglect by the owner or owners; or

b. Any alteration of a "historic structure" provided that the alteration would not preclude the structure's continued designation as a "historic structure."

2. As it pertains to Dock Construction: The replacement of more than 50 percent of the structure, or the lateral or lineal extension of any dock.

82519

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PD26-029 was published in said newspaper by print in the issues of 03/25/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

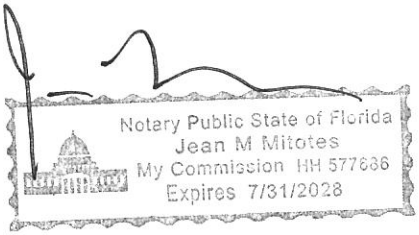
Signature of Affiant _____

Sworn to and subscribed before me this **03/25/2026**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

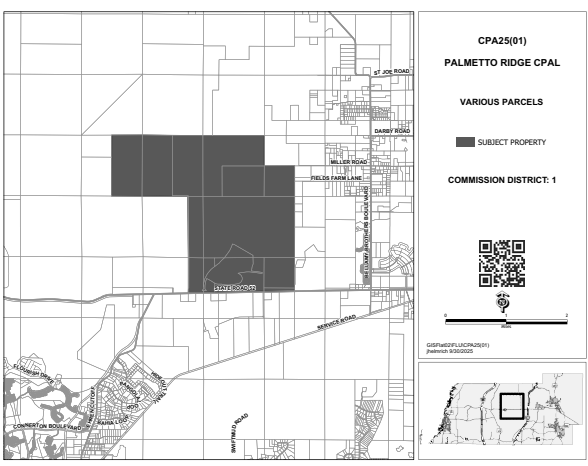


NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A COMPREHENSIVE PLAN TEXT AMENDMENT TO SUBAREA POLICY FLU 7.1.34:- PALMETTO RIDGE; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

[CPA25(01) Palmetto Ridge CPAL]



On Thursday, April 9, 2026, at 1:30 p.m., the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On Tuesday, May 5, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold a transmittal public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

On Tuesday, July 14, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

NOTICE OF AMENDMENTS TO THE LAND DEVELOPMENT CODE FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE PASCO COUNTY LAND DEVELOPMENT CODE; SECTION 1104 FLOOD DAMAGE PREVENTION; APPENDIX A DEFINITIONS; AND OTHER SECTIONS, AS NECESSARY, FOR INTERNAL CONSISTENCY; PROVIDING FOR APPLICABILITY; REPEALER; PROVIDING FOR SEVERABILITY; INCLUSION INTO THE LAND DEVELOPMENT CODE, AND AN EFFECTIVE DATE.

On Thursday, April 9, 2026, at 1:30 p.m., the Pasco County Planning Commission convened as the Local Planning Agency will hold a public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

On Tuesday, May 5, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold a public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

On Tuesday, June 16, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PD26-029

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PDE26-0476 **DATE:** 6/16/2026

SUBJECT: An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Code Of Ordinances Chapter 18, Buildings And Building Regulations, Article VI, Section 18-122 Florida Building Code, Local Administrative Amendments, Local Technical Amendments, Flood Damage Prevention Standards; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Code Of Ordinances, And An Effective Date.

REFERENCES: All Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): BCC at NPR 6/16/26.

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Accept public comment. Adopt the proposed Ordinance Amendments and Ordinance by roll-call vote. Authorize the Chair to execute the original(s) of the Ordinance provided and direct the Board Records Department to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The purpose of this ordinance is to implement the required revisions to the Pasco County Code of Ordinances to ensure compliance with Section 163.31795 F.S. concerning hurricane relief, recovery, and response.

History of the Ordinance:
Section 163.31795(2), F.S., prohibits any local government participating in the National Flood Insurance Program (NFIP) from adopting or enforcing an ordinance for substantial improvements or repairs to a structure that includes a cumulative substantial improvement period, commonly referred to as “lookback ordinances.”

The following Sections are amended and stricken as shown in Attachment 1.

- Section 18-122. Florida Building Code, local administrative amendments, local technical amendments, flood damage prevention standards:
  - Subsections (b) and (d) are revised to remove the references to cumulative cost and period of accumulation to align with Section 163.31795(2), F.S.

Planning, Development, and Economic Growth, County Attorney’s Office and Building Construction Services provided input on these proposed amendments. The proposed amendments do not impact the County’s Community Rating System (CRS) Score.

Public Hearing History:

	Date	Vote: Approve/Deny
Board of County Commissioners	6/16/2026	Pending

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action. A Business Impact Estimate (BIE) is not required pursuant to Section 125.66(3)(c)1. Florida Statutes.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain one original for the record.
2. File a copy of the Ordinance with the Florida Department of State by transmittal via electronic mail within ten (10) days after the adoption of the Ordinance to CountyOrdinances@dos.myflorida.com.
3. Send the Executed Ordinance and redline to Municode via electronic mail after the adoption of the Ordinance to MunicodeOrds@civicplus.com.
4. Send electronically to: Brian Yunker, Planner II (byunker@mypasco.net), Amandla Hill, Principal Planner (ahill@mypasco.net).

ATTACHMENT(S):
1. PDE26-0476 Sec 18-122 Florida Building Code - Proposed Ordinance
2. PDE26-0476 Sec 18-122 Florida Building Code - Redline
3. PDE26-0476 Sec 18-122 Florida Building Code - Proof of Publication

cc: DA/DE/NP/AT/BY PDE26-0476 Chapter 18 Buildings and Building Regulations - BCC

BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. _____**

AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE PASCO COUNTY CODE OF ORDINANCES CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, ARTICLE VI, SECTION 18-122 FLORIDA BUILDING CODE, LOCAL ADMINISTRATIVE AMENDMENTS, LOCAL TECHNICAL AMENDMENTS, FLOOD DAMAGE PREVENTION STANDARDS; AND OTHER SECTIONS, AS NECESSARY, FOR INTERNAL CONSISTENCY; PROVIDING FOR APPLICABILITY; REPEALER; PROVIDING FOR SEVERABILITY; INCLUSION INTO THE CODE OF ORDINANCES, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation, and enforcement of the state building code (the Florida Building Code); and

WHEREAS, pursuant to Section 553.80, Florida Statutes, the Board of County Commissioners is required to enforce the Florida Building Code on all public and private buildings, structures, and facilities; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Pasco County and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, Pasco County participates in the National Flood Insurance Program (NFIP) and enforces floodplain management regulations consistent with FEMA standards and the Florida Building Code; and

WHEREAS, on June 26, 2025, Governor DeSantis signed Senate Bill 180 into law, prohibiting local governments participating in the NFIP from adopting or enforcing any ordinance that includes a cumulative substantial improvement period; and

WHEREAS, the Pasco County Building Construction Services, in cooperation with the Florida Division of Emergency Management, reviewed Chapter 18, Buildings and Building Regulations, and determined amendments are appropriate for consistency with the Florida Building Code and the Land Development Code, Section 1104, Flood Damage Prevention; and

WHEREAS, Chapter 553, Florida Statutes, allows for local technical amendments to the Florida Building Code that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the Board of County Commissioners has determined that it is in the public interest to amend the Pasco County Code of Ordinances to repeal a local technical amendment to the Florida Building that requires accumulation of accumulate costs of improvements and repairs of buildings in

flood hazard areas; and

WHEREAS, the citizens of Pasco County were provided with ample opportunity for comment and participation in this amendment process through Horizontal Roundtable and Interested Parties meeting, public meetings and public hearings; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pasco County, Florida, as follows:

SECTION 1. Authority.

This ordinance is enacted pursuant to Chapter 125 and 163, Florida Statutes, as amended and under the home rule powers of the County.

SECTION 2. Legislative Findings of Fact.

The foregoing Whereas clauses, incorporated herein, are true and correct.

SECTION 3. Chapter 18, BUILDINGS AND BUILDING REGULATIONS, Article VI, Section 18-122, Florida Building Code, local administrative amendments, local technical amendments, flood damage prevention standards is hereby amended as follows:

(b) Florida Building Code, Building, Chapter 2, Section 202, Definitions.

Amend a definition as follows:

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure, the cost of which equals or exceeds forty-nine (49) percent of the market value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed.

The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions except when damages are caused by willful intent or cumulative neglect by the owner or owners; or
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(d) Florida Building Code, Existing Building, Chapter 2, Definitions.

Amend a Definition as follows:

SUBSTANTIAL IMPROVEMENT. For the purpose of determining compliance with the flood provisions of this code, any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure, the cost of which equals or exceeds forty-nine (49) percent of the market value of the structure before the improvement or repair is

started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions except when damages are caused by willful intent or cumulative neglect by the owner or owners; or
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

SECTION 4. Repealer.

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

SECTION 5. Severability.

It is declared to be the intent of the Board of County Commissioners of Pasco County, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provisions and shall not be affected by such holding.

SECTION 6. Effective Date.

A certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk to the Board by electronic mail within ten (10) days after adoption and shall take effect upon such filing.

ADOPTED with a quorum present and voting this 16th day of June, 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

NIKKI ALVAREZ-SOWLES, ESQ
PASCO COUNTY CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

Sec. 18-122. Florida Building Code, local administrative amendments, local technical amendments, flood damage prevention standards.

(b) Florida Building Code, Building, Chapter 2, Section 202, Definitions.

Amend a definition as follows:

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure ~~taking place during a one-year period~~, the ~~cumulative~~ cost of which equals or exceeds forty-nine (49) percent of the market value of the structure before the improvement or repair is started. ~~The period of accumulation begins when the permit for the first improvement or repair of each building is issued and extends for one (1) year or until the permit is closed.~~ If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed.

The term does not, however, include either:

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2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(d) Florida Building Code, Existing Building, Chapter 2, Definitions.

Amend a Definition as follows:

SUBSTANTIAL IMPROVEMENT. For the purpose of determining compliance with the flood provisions of this code, any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure ~~taking place during a one-year period~~, the ~~cumulative~~ cost of which equals or exceeds forty-nine (49) percent of the market value of the structure before the improvement or repair is started. ~~The period of accumulation begins when the permit for the first improvement or repair of each building is issued and extends for one (1) year or until the permit is closed.~~ If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

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87744

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-038 was published in said newspaper by print in the issues of 05/06/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **05/06/2026**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

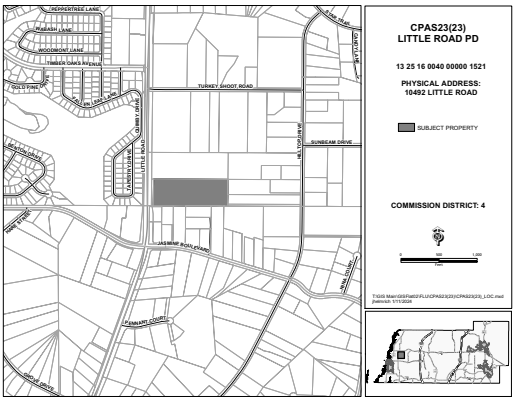
JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 10) FROM RES-1 (RESIDENTIAL-1 DU/GA) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 7.83 ACRES OF REAL PROPERTY LOCATED ON THE EAST SIDE OF LITTLE ROAD APPROXIMATELY 600 FEET NORTH OF THE INTERSECTION OF LITTLE ROAD AND JASMINE BLVD.; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

[CPAS23(23) Little Road PD]



On Tuesday, May 19, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.

NOTICE OF AMENDMENTS TO THE CODE OF ORDINANCES FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE PASCO COUNTY CODE OF ORDINANCES CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, ARTICLE VI, SECTION 18-122 FLORIDA BUILDING CODE, LOCAL ADMINISTRATIVE AMENDMENTS, LOCAL TECHNICAL AMENDMENTS, FLOOD DAMAGE PREVENTION STANDARDS; AND OTHER SECTIONS, AS NECESSARY, FOR INTERNAL CONSISTENCY; PROVIDING FOR APPLICABILITY; REPEALER; PROVIDING FOR SEVERABILITY; INCLUSION INTO THE CODE OF ORDINANCES, AND AN EFFECTIVE DATE.

On Tuesday, June 16, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE26-038

5/06/2026 DB

87744-1

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PDE26-0435 **DATE:** 6/16/2026

SUBJECT: An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Text Amendment To Chapter 2, Future Land Use Element Appendix Section FLU A-6; And Providing For Additional Text Amendments As Necessary For Internal Consistency Providing For Repealer, Severability, And An Effective Date.

REFERENCES: All Local Planning Agency (LPA) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): LPA at 3/19/26 NPR – BCC at 4/21/26 NPR – BCC at 6/16/26 NPR

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Accept public comment. Adopt the proposed Comprehensive Plan Amendment and Ordinance by roll-call-vote. Authorize the Chair to execute the original(s) of the ordinance provided and direct the Board Records Department to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

PROJECT OVERVIEW

Pasco County is initiating a Comprehensive Plan Text Amendment to amend the Future Land Use (FLU) Element Appendix Section FLU A-6 - The Official Future Land Use Map, to increase the residential density from the existing 24 dwelling units per developable residential acre (du/ac) to a maximum of 32 du/ac for the ROR (Retail/Office/Residential) FLU designated properties located within the West Market Area. The purpose of this text amendment is to support mixed-use development, expand housing opportunities, and advance the County's long-term land use vision for the West Market Area.

The proposed density increase reflects current market conditions and development trends that favor higher-density residential uses, particularly in areas with access to major transportation corridors, transit service, and commercial uses. Allowing this increased density enhances the feasibility of mixed-use and multifamily projects, supports a broader range of housing types, and promotes more efficient use of existing public facilities and infrastructure. These outcomes contribute to a more vibrant corridor environment, expand housing choice, support local businesses, and advance a more sustainable and economically resilient development pattern that benefits both the West Market Area and Pasco County as a whole.

This agenda memo was prepared by: Hayat Mazili, Principal Planner and Joseph Reinbold, Planner II

LPA/BCC ACTIONS

On March 19, 2026, the Local Planning Agency (LPA) held a public hearing on the proposed Text Amendment. The LPA recommended that the residential density for all ROR (Retail/Office/Residential) designated properties within the West Market Area to be increased from 24 dwelling units per residential developable acre (du/ac) to 32 du/ac. The LPA made a motion to "approve the proposed text amendment, striking the words redevelopment and repurposing from the first sentence [of the proposed text amendment], striking the last sentence [about the applicability of the density increase] from the proposed text amendment, and eliminating the two glossary terms — redevelopment and repurposing."

On April 21, 2026, the Board of County Commissioners (BCC) held a public hearing on the proposed Amendment to the Comprehensive Plan and authorized transmittal to the Department of Commerce (“FloridaCommerce”) and other reviewing agencies.

STATE AGENCY COMMENTS

On April 28, 2026, the Department of Commerce ("FloridaCommerce") acknowledged receipt of the proposed Amendment to the Comprehensive Plan for review pursuant to the Expedited State Review process. The reference number for this amendment package is 26-03ESR. The proposed submission package will be reviewed pursuant to section 163.3184(3), Florida Statues. FloridaCommerce’s comment letter will be received no later than May 28, 2026.

On May 4, 2026, the Florida Department of Transportation (FDOT) staff reviewed the proposed Comprehensive Plan Amendment and responded that the amendment "has no impact on important state transportation resources or facilities within its jurisdiction, at this time."

On May 8, 2026, Florida Fish and Wildlife Conservation Commission (FWC) staff reviewed the proposed Comprehensive Plan Amendment and responded that they "have no comments, recommendations, or objections to this amendment."

On May 20, 2026 the Southwest Florida Water Management District staff reviewed the proposed Comprehensive Plan Amendment with the following comments below for consideration. Their staff stated "No Comments" concerning Floodplains and Floodprone Areas, as well as for Wetlands and Other Surface Waters.

"1. The proposed amendment involves an increase in development density. Consequently, the adopted amendment should include supporting documentation that there is ongoing coordination between the County and Tampa Bay Water to address the County’s increasing potable water demands."

2. Considering the site would allow additional residential development, the use of water conservation should be maximized. Potential water conservation measures

include, but are not limited to, Florida Water Star SM, Florida-Friendly Landscaping™ and distribution of water conservation literature to residents."

On May 22, 2026, Pasco County received a confirmation letter from FloridaCommerce on the proposed Amendment to the Comprehensive Plan concluding that they had no comments.

COMPREHENSIVE PLAN CONSISTENCY ANALYSIS

The following is a discussion of the Comprehensive Plan Policies that support the recommendation to approve the proposed amendment.

ROR (RETAIL/OFFICE/RESIDENTIAL)

The intent of ROR FLU is to identify established areas exhibiting a broad range of commercial and residential uses and to recognize the continued existence of such areas through the long-range-planning time frame. Also, to establish appropriate sites for the development of major future community- or region-serving, commercial uses and to permit the land use intensities necessary to achieve this result.

The proposed text amendment to increase the maximum residential density for ROR designated properties within the West Market Area from 24 dwelling units per developable residential acre (du/ac) to 32 du/ac. By allowing up to 32 du/ac, the proposed amendment reinforces the mixed-use character of established ROR areas by encouraging reinvestment in these areas and providing the additional residential density needed to support community and regional serving commercial uses. Because the ROR FLU designation is intended to recognize the importance of established areas, this proposed text amendment would offer a tool to help maintain their long-term viability by creating a more integrated land use pattern that supports daily needs within close proximity, reduces reliance on single-use development formats, and aligns with the County's broader vision for a more connected and economically resilient West Market Area. The proposed amendment is consistent with and supported by the intent of the ROR FLU designation.

POLICY FLU: - 8.1.1: - WEST MARKET AREA ESTABLISHMENT

The West Market Area is envisioned as an Urban Coastal/Inland Area with redevelopment and infill opportunities. The significant inventory of affordable housing neighborhoods shall be enhanced through infill and redevelopment in a manner which will strengthen their vitality. The West Market Area's mission is the creation of a competitive and unique location with a choice of living, working, shopping, education, employment, and leisure time opportunities in an environmentally sound and safe setting. Its vision is to provide a significant inventory of affordable housing neighborhoods enhanced through redevelopment in a manner which will strengthen their vitality.

The proposed text amendment directly supports the West Market Area's Mission and Vision by enabling a more diverse mix of housing types and creating the residential density needed to sustain a vibrant and mixed use urban environment. Allowing up to 32 du/ac strengthens the West Market Area's ability to offer meaningful housing choices

that align with the area's character. Higher density also promotes more compact development patterns that improve access to jobs, services, and transit by placing housing closer to daily destinations. This supports neighborhood vitality, enhances mobility options, and contributes to a more connected and efficient urban framework consistent with the County's long-range goals for the West Market Area.

Moreover, the proposed text amendment is consistent with the Harbors Redevelopment/Infill Plan ("the Plan"), which directs growth toward established urban areas and emphasizes infill development, improved housing choice, and efficient use of existing infrastructure within the West Market Area. Increasing the maximum density within the ROR FLU designation in the West Market Area aligns with the Plan's strategy of focusing development within the County's most urbanized area, where infrastructure, services, and multimodal transportation options already exist. By supporting higher density residential development in appropriate locations, the proposed text amendment advances the Plan's goals of creating a more vibrant, accessible, and sustainable West Market Area while reinforcing its role as a key urban center within Pasco County.

CASE HISTORY		
	Date	**Vote: Approve / Deny**
Local Planning Agency (LPA)	3/19/26	Approve 6-0
Board of County Commissioners – Transmittal	4/21/26	Approve 5-0
Board of County Commissioners – Adoption	6/16/26	Pending

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action. A Business Impact Estimate (BIE) was completed for this project in accordance with Section 125.66(3)(a), Florida Statutes, and published on the Pasco County website on March 2, 2026.

DISTRIBUTION:

1. Retain One (1) Original
2. File a copy of the Ordinance with the Florida Department of State by transmittal via electronic mail within ten (10) days after the adoption of the Ordinance to CountyOrdinances@dos.myflorida.com.
3. Send the Executed Ordinance to Municode via electronic mail no sooner than 40 days and no later than 45 days after the adoption of the Ordinance to MunicodeOrds@civicplus.com.

4. Electronically to:
   Hayat Mazili, Principal Planner, hmazili@pascocountyfl.net

Joseph Reinbold, Planner II, jreinbold@pascocountyfl..net
Chris Dougherty, cdougherty@inspireplacemaking.com
Haiden Lewis, hlewis@inspireplacemaking.com

ATTACHMENT(S):

1. PDE26-0435 Proposed Ordinance
2. PDE26-0435 - Business Impact Estimate (Amended)
3. PDE26-0435 Proof of Publication

cc:DA/DE/NP/HM/PDE26-0435

THE BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A TEXT AMENDMENT TO CHAPTER 2, FUTURE LAND USE ELEMENT APPENDIX SECTION FLU A-6; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163, Florida Statutes, authorize and require the Board of County Commissioners of Pasco County to prepare and enforce a Comprehensive Plan for the development of the County; and

WHEREAS, the Board of County Commissioners adopted a Comprehensive Plan on June 15, 1989, which has been subsequently amended; and

WHEREAS, the Board of County Commissioners has determined that the proposed Amendment meets the criteria for a Comprehensive Plan Amendment pursuant to Section 163.3187, Florida Statutes; and

WHEREAS, the Board of County Commissioners has considered the staff report including data and analysis and has determined that the proposed Amendment is consistent with Part II, Chapter 163, Florida Statutes, and the Pasco County Comprehensive Plan; and

WHEREAS, all map amendments exclude applicable Transportation Corridor Preservation width as established in Table 7-2, as may be amended from time to time, of the Pasco County Comprehensive Plan; and

WHEREAS, the Local Planning Agency, on March 19, 2026, held a public hearing, with a quorum attending and voting, on the proposed Amendment to the Comprehensive Plan with due public notice provided, pursuant to Section 125.66(2), Florida Statutes, and found the proposed amendment consistent with the adopted Comprehensive Plan; and

WHEREAS, the Board of County Commissioners, on April 21, 2026, held the Board of County Commissioners held an initial public hearing, with a quorum attending and voting, on the proposed Amendment to the Comprehensive Plan with due public notice provided, pursuant to Section 163.3184, Florida Statutes, and authorized transmittal of the proposed Amendment to the adopted Comprehensive Plan to the Florida Department of Commerce (“FloridaCommerce”) and other agencies to obtain review and comment on the said Amendment; and

WHEREAS, the Board of County Commissioners received a letter of no comment from FloridaCommerce; and

WHEREAS, no objections have been received from any reviewing agency; and

WHEREAS, the Board of County Commissioners has considered all comments received; and

WHEREAS, the proposed Amendment is consistent with Chapter 163, Florida Statutes, and the Pasco County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners, on June 16, 2026, held an adoption public hearing, with a quorum attending and voting, on the proposed Amendment to the Comprehensive Plan with due public notice provided, pursuant to Section 163.3184, Florida Statutes, and considered all comments received during the public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pasco County, Florida, as follows:

SECTION 1. FUTURE LAND USE ELEMENT TEXT AMENDMENT.

The Pasco County Comprehensive Plan, Chapter 2, Future Land Use Element, Future Land Use Element Appendix Section FLU A-6 - The Official Future Land Use Map, is hereby amended, attached hereto as Exhibit A, and made a part hereof.

SECTION 2. REPEALER.

All provisions of the Pasco County Comprehensive Plan adopted pursuant to Ordinance No. 89-13, as amended, in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY.

Each provision of this Ordinance and all Exhibits hereto is material to the Board of County Commissioners' adoption of this Ordinance. Accordingly, these provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this Ordinance and/or any Exhibits hereto is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this Ordinance and all Exhibits hereto shall be suspended until such time that the Board of County Commissioners modifies this Ordinance and/or Exhibits

hereto to address the illegal or invalid provision of this Ordinance, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall be transmitted to the Department of State by the Clerk to the Board by electronic mail within ten (10) days of the adoption of this Ordinance, and this Ordinance shall take effect upon confirmation by the Department of State of its receipt. The effective date of this Plan Amendment, if the Amendment is not timely challenged, shall be (thirty-one) 31 days after adoption. If timely challenged, this Amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining the Amendment to be in compliance. No development orders, development permits, or land uses dependent on this Amendment may be effective or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this Amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

SECTION 5. LEGISLATIVE FINDINGS OF FACT

The foregoing Whereas clauses, incorporated herein, are true and correct.

ADOPTED by the Board of County Commissioners of Pasco County, Florida, in a session with a quorum present and voting this 16th day of June, 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

_____
Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

_____
JACK MARIANO, CHAIRMAN

Exhibit A

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"Exhibit A"

CHAPTER 2 FUTURE LAND USE ELEMENT

SECTION FLU A-6 - THE OFFICIAL FUTURE LAND USE MAP

ROR (RETAIL/OFFICE/RESIDENTIAL)

Note: This Future Land Use classification is INACTIVE. Existing properties assigned ROR (Retail/Office/Residential) as of the effective date of this Comprehensive Plan may continue to rely upon this definition for future development proposals. Developments of Regional Impact that have submitted to Pasco County both an Application for Development Approval and a request to amend the Future Land Use Map to ROR (Retail/Office/Residential) as of the effective date of this Comprehensive Plan, or both a Notice of Proposed Change to an existing Development of Regional Impact and a request to amend the Future Land Use Map to ROR (Retail/Office/Residential) as of the effective date of this Comprehensive Plan, may also continue to rely upon this definition for future development proposals. No new Future Land Use Map amendment requests may be considered for or granted as an ROR (Retail/Office/Residential) Future Land Use Classification.

Intent: To identify established areas exhibiting a broad range of commercial and residential uses and to recognize the continued existence of such areas through the long-range-planning time frame. Also, to establish appropriate sites for the development of major future community-or region-serving, commercial uses and to permit the land use intensities necessary to achieve this result.

No uses which have a primary purpose of distribution of goods shall be permitted in the ROR (Retail/Office/Residential) Land Use Classification.

The mix of uses within the areas designated for future ROR (Retail/Office/Residential) development must contain at least two (2) of the following uses with amounts of each within the ranges shown below:

Residential:	0-75 Percent
Retail:	0-75 Percent
Office:	0-75 Percent

General Range of Potential Uses:

Commercial uses, residential uses, hotels, motels, compatible light manufacturing, processing, and assembling of goods.

Density Restrictions: Dwelling Units/Developable Residential Acre: 24.00 Maximum

Within the West Market Area, the maximum density allowed shall not exceed 32.00 Dwelling Units/Developable Residential Acre.

Maximum Nonresidential Intensity: Floor Area Ratio: 0.60

Within the Urban Service Area (USA) the Floor Area Ratio (FAR) shall not exceed 3.0.

Business Impact Estimate (Amended)

Consistent with the posting requirement set forth in Section 125.66(3)(a), F.S., the County hereby publishes the following BIE information for this proposed ordinance on its website for public viewing and consideration on this 2nd day of March, 2026:

Proposed ordinance's title/reference:

An Ordinance Amending The Pasco County Comprehensive Plan; Providing For Text Amendment To Chapter 2, Future Land Use Element Appendix Section FLU A-6; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing for Repealer, Severability, And An Effective Date.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed text amendment to the ROR (RETAIL/OFFICE/RESIDENTIAL) FLU Category description to add a new density provision allowing a maximum of 32 dwelling units per developable residential acre (32 du/ac) for ROR (Retail/Office/Residential) designated properties located within the West Market Area. By allowing up to 32 du/ac, the proposed amendment reinforces the mixed-use character of established ROR areas by encouraging reinvestment in these areas and providing the additional residential density needed to support community and regional serving commercial uses. Because the ROR FLU designation is intended to recognize the importance of established areas, this proposed text amendment would offer a tool to help maintain their long-term viability by creating a more integrated land use pattern that supports daily needs within close proximity, reduces reliance on single-use development formats, and aligns with the County's broader vision for a more connected and economically resilient West Market Area. The proposed amendment is consistent with and supported by the intend of the ROR FLU designation.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in Pasco County, if any:

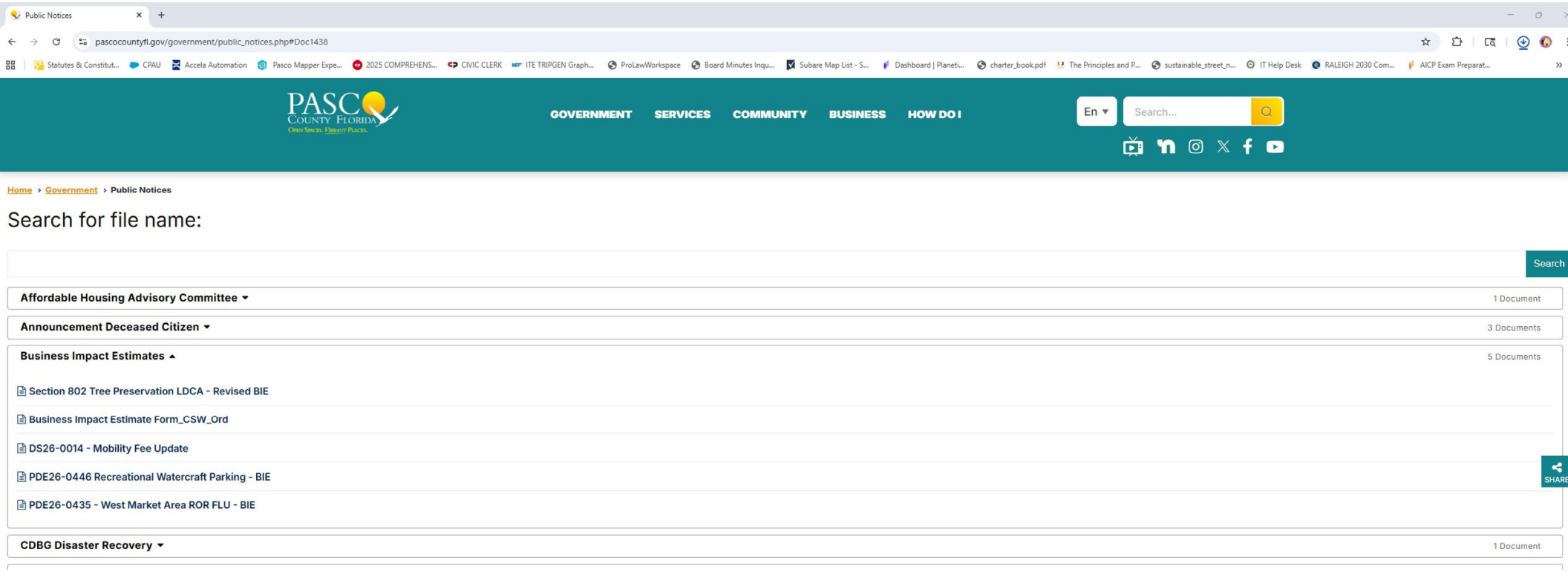
(a) An estimate of direct compliance costs that businesses may reasonably incur; Businesses will not incur any compliance costs.
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and No new charge or fee is imposed by the proposed ordinance.

(c) An estimate of Pasco County's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no new regulatory costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The number of businesses in the West Market Area having the ROR Future Land Use designation that will avail themselves of the increased density of the proposed ordinance is unknown.


Public Notices
pascocountyfl.gov/government/public_notices.php#Doc1438
PASCO County Florida
Open Spaces. Vibrant Places.
GOVERNMENT
SERVICES
COMMUNITY
BUSINESS
HOW DO I
En
Search...
Home › Government › Public Notices
Search for file name:
Search
Affordable Housing Advisory Committee
1 Document
Announcement Deceased Citizen
3 Documents
Business Impact Estimates
5 Documents
Section 802 Tree Preservation LDCA - Revised BIE
Business Impact Estimate Form_CSW_Ord
DS26-0014 - Mobility Fee Update
PDE26-0446 Recreational Watercraft Parking - BIE
PDE26-0435 - West Market Area ROR FLU - BIE
CDBG Disaster Recovery
1 Document
SHARE

79294

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-027 was published in said newspaper by print in the issues of 03/04/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **03/04/2026**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

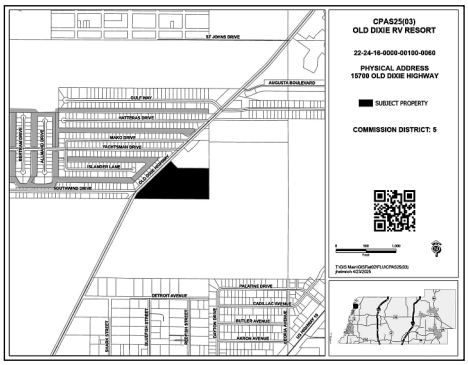
Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF AMENDMENTS TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

1. **AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAPS (2-15 AND SHEET 03) CHANGING FROM RES-6 (6DU/GA-6 DWELLING UNITS PER 1 ACRE) TO PROPOSED FLU DESIGNATION PD ON APPROXIMATELY 12.56 ACRES OF REAL PROPERTY LOCATED AT 15700 OLD DIXIE HIGHWAY IN HUDSON; AND A TEXT AMENDMENT CREATING SUBAREA POLICY FLU 7.1.87 – OLD DIXIE RV RESORT PD; AND MAP AMENDMENT TO THE FUTURE LAND USE MAP 2-9 ADDING SUBAREA MAP 2-9(87) OLD DIXIE RV RESORT PD.**

[CPAS25(03) Old Dixie RV Resort]



On Thursday, March 19, 2026, at 1:30 p.m., the Pasco County Planning Commission, convened as the Local Planning Agency, will hold a public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On Tuesday, April 21, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.

2. **AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A TEXT AMENDMENT TO CHAPTER 2, FUTURE LAND USE ELEMENT APPENDIX SECTION FLU A-6; A TEXT AMENDMENT TO THE GLOSSARY; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

[CPAS26 (01) West Market Area ROR (Retail/Office/Residential) Future Land Use (FLU) Density Text Amendment]

On Thursday, March 19, 2026, at 1:30 p.m., the Pasco County Planning Commission, convened as the Local Planning Agency, will hold a public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On Tuesday, April 21, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold a transmittal public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.

On Tuesday, June 16, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.

NOTICE OF AMENDMENTS TO THE LAND DEVELOPMENT CODE FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

1. **AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE PASCO COUNTY LAND DEVELOPMENT CODE; AMENDING SECTION 530.5 PARKING OR STORING OF RECREATIONAL VEHICLES; RENAMING SECTION 530.5 PARKING OR STORING OF RECREATIONAL LAND VEHICLES AND RECREATIONAL WATERCRAFT; AMENDING SECTION 1001 DOCKS AND SEAWALLS, SECTION 1001.4 VISIBILITY; APPENDIX A DEFINITIONS; AND OTHER SECTIONS, AS NECESSARY, FOR INTERNAL CONSISTENCY; PROVIDING FOR APPLICABILITY; REPEALER; PROVIDING FOR SEVERABILITY; INCLUSION INTO THE LAND DEVELOPMENT CODE, AND AN EFFECTIVE DATE.**

On Thursday, March 19, 2026, at 1:30 p.m., the Pasco County Planning Commission convened as the Local Planning Agency will hold a public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.

On Tuesday, April 21, 2026, at 1:30 p.m. the Pasco County Board of County Commissioners will hold a public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.

On Tuesday, June 2, 2026, at 1:30 p.m. the Pasco County Board of County Commissioners will hold an adoption public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

2. **AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE PASCO COUNTY LAND DEVELOPMENT CODE SECTION 1302.2 MOBILITY FEES, TO INCREASE THE MOBILITY FEES FOR VARIOUS USES BEYOND THE PHASE-IN LIMITATIONS IN SECTION 163.31801(6), FLORIDA STATUTES; AND OTHER AMENDMENTS AS NECESSARY, FOR INTERNAL CONSISTENCY; PROVIDING FOR APPLICABILITY; REPEALER; PROVIDING FOR SEVERABILITY; INCLUSION IN THE LAND DEVELOPMENT CODE, AND AN EFFECTIVE DATE.**

On Thursday, March 19, 2026, at 1:30 p.m., the Pasco County Planning Commission will hold a first workshop at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida dedicated to the extraordinary circumstances necessitating the need for the mobility fee increase to exceed the phase-in limitations set forth in s. 163.31801(6)(b), (c), (d), and (e), Florida Statutes.

On Thursday, March 19, 2026, at 1:30 p.m., the Pasco County Planning Commission, convened as the Local Planning Agency, will hold a public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida to consider the consistency of the proposed amendments with the Comprehensive Plan.

On Tuesday, April 21, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold a second workshop at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida dedicated to the extraordinary circumstances necessitating the need for the mobility fee increase to exceed the phase-in limitations set forth in s. 163.31801(6)(b), (c), (d), and (e), Florida Statutes.

On Tuesday, April 21, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold a public hearing on the proposed amendments at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.

On Tuesday, May 5, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing for the proposed amendments at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE26-027

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** PDE26-7596 **DATE:** 6/16/2026

SUBJECT: Zoning Amendment (Continuance) - Denton Avenue MPUD – Denton Ave Project, LLC. – Rezoning Request from AC Agricultural District to MPUD Master Planned Unit Development District to Allow for the Development of 832 Single Family Detached Units, 75,000 Square Feet of Support Commercial, and 440,000 Square Feet of Light Industrial and Associated Infrastructure on Approximately 331.6 Acres located in North East Pasco County, 1.5 Miles East of the Intersection of Denton Avenue and Little Road

REFERENCES: All Planning Commission (PC) and Board of County Commissioner (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC at NPR 4/16/2026 continued - PC at NPR 5/21/2026 - BCC at NPR 6/16/2026

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Continue to August 25, 2026, at 1:30 p.m. or as soon thereafter as same may be heard in New Port Richey.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment – MPUD Master Planned Unit Development; Section 522 – MPUD Zoning District.

Proposed is a rezoning request from A-C Agricultural Zoning District to an MPUD Master Planned Unit Development District to allow for the maximum development of 832 single family detached dwelling units, 75,000 square feet (SF) support commercial, 440,000 SF light industrial, and associated infrastructure on 331.6 acres.

This agenda memo was prepared by William Vermillion, Senior Planner, AICP, CNU-A

SITE DETAILS

The project is located in the North Market Area, roughly 1.5 miles east of the intersection of Denton Avenue and Little Road (Parcel ID Nos.: 20 24 17 0000 00200 0000 and 29 24 17 0000 01300 0010)

Commission District:	The Honorable Jack Mariano
Project Name:	Denton Avenue MPUD
Applicants' Name(s) :	Denton Ave Project LLC.
Current Zoning District:	AC Agricultural

Proposed Zoning District:	MPUD Master Planned Unit Development
Future Land Use (FLU) Classification:	IL (Light Industrial) RES-6 (Residential 6 du/ga)
Water/Sewage:	Pasco/Pasco
Flood Zone:	A
Requested Entitlements:	832 SFD, 75k SF Commercial, and 400k SF Light Industrial
Roads/Access:	Denton Avenue (Public)

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. PDE26-7596: Affidavit of Public Notice
2. PDE26-7596: Affidavit of Publication

AFFIDAVIT ATTESTING TO PUBLIC NOTICING

STATE OF FLORIDA
COUNTY OF PASCO

Barbara L. Wilhite, that I am, we are, the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Numbers (List All): 20-24-17-0000-00200-0000 and 29-24-17-0000-01300-0010

That this property constitutes the property for which a variance(s) and or development approval is requested according to Project Name and Project Number and Variance(s) is listed below:

Project Name: Denton Avenue MPUD

Project Number: RZ-7596

That attached is the following:

X Certificate of Mailing for which public hearing notices were mailed on 04/01/2026

X Photos showing the placement of the public hearing sign posted on the property on 04/01/2026

Barbara L. Wilhite, Agent of Record

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of April, 2026, by Barbara L. Wilhite.

She is personally known to me ☒ or has produced _____ as identification.

My Commission Expires: 8/4/2029

Notary Public
Jocelyn Taylor

JOCELYN TAYLOR
Notary Public
State of Florida
Comm# HH706454
Expires 8/4/2029

BARBARA L. WILHITE, P.A.

ATTORNEY AT LAW

6327 Grand Boulevard
New Port Richey, FL 34652

Barbara L. Wilhite, P.A.
Barbara @wilhitelaw.net

TELEPHONE: (727)-942-0733
FAX: (727) 944-3711

April 01, 2026

RE: Denton Avenue MPUD (RZ-7596)
Parcel I.D. No(s): 20-24-17-0000-00200-0000 and 29-24-17-0000-01300-0010

Dear Property Owner:

This letter is to notify you that a Rezoning Application (RZ-7596) has been filed in the name of the property owner, DENTON AVE PROJECT LLC (Denton Avenue MPUD) to request a rezoning from AC (Agricultural District) to MPUD (Master Planned Unit Development) to allow for the development of a maximum 832 Single-Family Detached Homes, 75,000 SF of Commercial / Retail space and 440,000 SF of Light Industrial use.

The subject property is located on the south side of Denton Avenue approximately 1.53 miles east of the Denton Avenue/Little Road intersection and consists of 331.679 acres m.o.l. and on the north side of Kitten Trail.

Please contact our office if you would like us to send you copies of the Binding Concept Plan and Binding Landscape Plan for this project.

The public hearings for the consideration of this application will be held as follows:

Planning Commission RZ-7596	**04/16/2026**	**West Pasco Government Center 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**
Board of County Commissioners RZ-7596	**05/19/2026**	**West Pasco Government Center 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**

The application and all supporting documentation on file regarding the Rezoning Application can be viewed by contacting, William Vermillion, Senior Planner, Planning, Development, and Economic Growth Department, 8731 Citizens Drive, Suite 210, New Port Richey, FL 34654; 727-380-3521; wvermillion@mypasco.net.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition. Any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based.

On occasion, applications may be continued. It is your responsibility to contact this office or the above-contact at the County to confirm the above-scheduled public hearing dates.

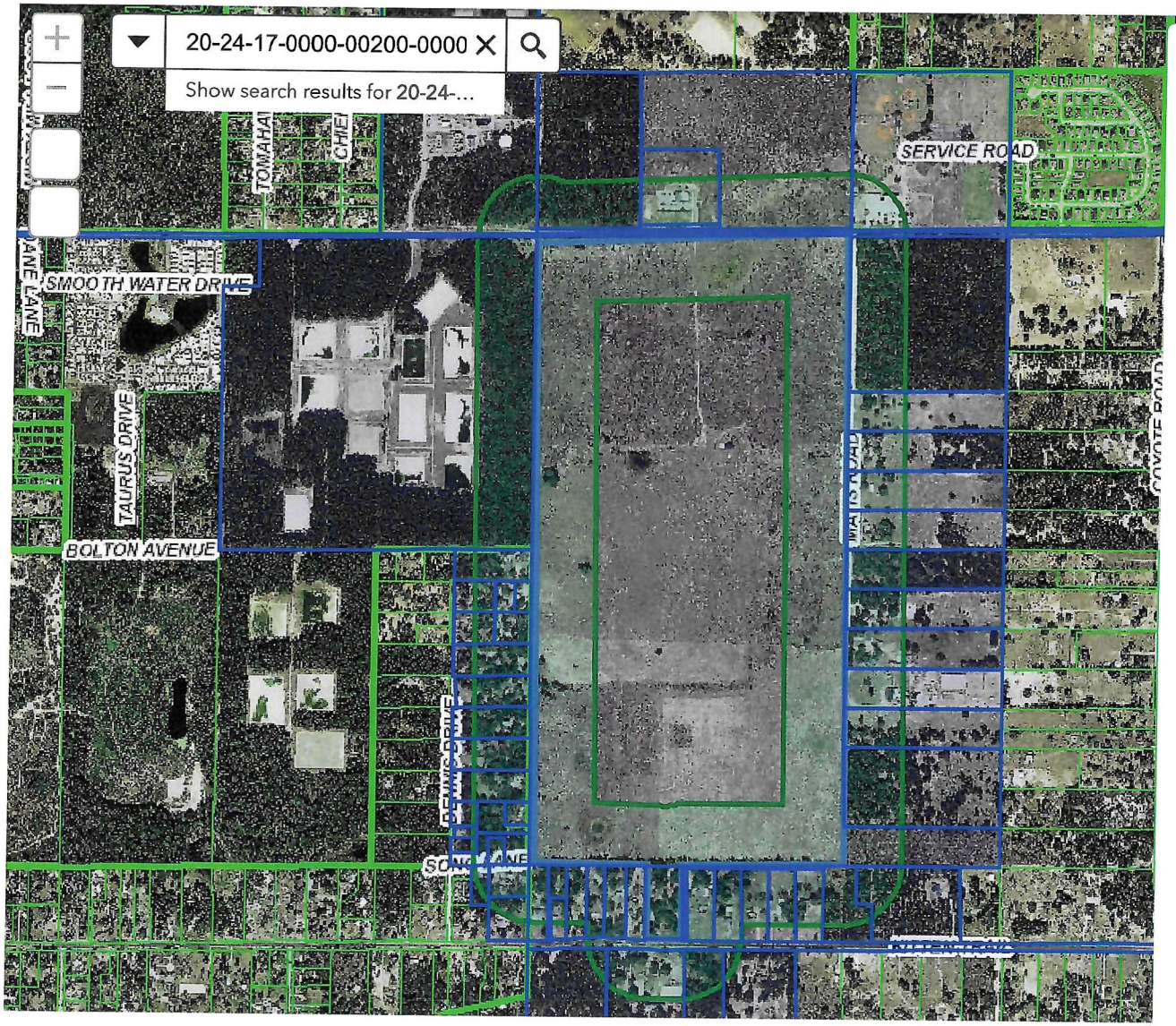
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Very truly yours,



Barbara L. Wilhite

Mike Wells Pasco County Property Appraiser



Public Notification

Select or search for a feature in the map

Apply a search distance

500 Feet

Addressee Layer

Address

Format

Comma-separated values (CSV)

66 addressees found; do you want to continue?

Review Download

https://maps.pascopa.com/?find=33-24-18-0000-04000-0000

RZ-7596

52 Total

Parcel	Name 1	Name 2	Address 1	Address 2	City
29-24-17-0000-00100-0042	ADVANTA IRA SERVICES LLC &	SHIRLEY WILLIAM	4790 140TH AVE N		CLEARWATER, FL 33762
19-24-17-0010-00000-0250	ARCHAMBAULT BETTY & GREGORY		15216 DENNIS DRIVE		HUDSON, FL 34669
29-24-17-0000-00400-0010	ATKISSON JOHN E & ANNE R		11439 KITTEN TRAIL		HUDSON, FL 34669
19-24-17-0010-00000-0221	BISARD GREG & HOPE		12345 BUCKINGHAM WAY		SPRING HILL, FL 34609
30-24-17-0010-00000-1240	BOLTON SUSAN M		10923 KITTEN TRL		HUDSON, FL 34669-2012
19-24-17-0010-00000-0222	BULLFROG LLC		PO BOX 434		PORT RICHEY, FL 34673
19-24-17-0010-00000-0291	CARROLL CHARLES W & JACQUEI	JACQUELINE M	15416 DENNIS DR		HUDSON, FL 34669-2000
19-24-17-0010-00000-0292	CARROLL JACQUELINE M	JACQUELINE M	15416 DENNIS DR		HUDSON, FL 34669-2000
20-24-17-0000-01000-0000	CHAPMAN KEITH & GARCIA DANA		15514 MATIS RD		HUDSON, FL 34669-3515
29-24-17-0000-01300-0050	CHILIMIGRAS PANORITA		11011 KITTEN TRL		HUDSON, FL 34669-1148
29-24-17-0000-01300-0040	CLARK JAMES D & DEBORAH A		11025 KITTEN TRL		HUDSON, FL 34669-1148
29-24-17-0000-01300-0041	CLARK JAMES JR & KESHA		11025 KITTEN TRL		HUDSON, FL 34669-1148
29-24-17-0000-00100-0084	CONNORS KEVIN M & LAURA S		11409 KITTEN TRL		HUDSON, FL 34669-1154
19-24-17-0010-00000-0230	COOK DONALD W & BARBARA A		15106 DENNIS DR		HUDSON, FL 34669-1029
29-24-17-0000-00100-0081	COSH BERNARD WILLIAM &	COSH BERNARD WILLIA	11241 KITTEN TRL		HUDSON, FL 34669-1152
20-24-17-0000-00200-0000	DENTON AVE PROJECT LLC		4912 TURNBURY WOOD DR		TAMPA, FL 33647-2056
29-24-17-0000-01300-0010	DENTON AVE PROJECT LLC		4912 TURNBURY WOOD DR		TAMPA, FL 33647-2056
20-24-17-0000-01800-0000	DISI MARIO		6164 23RD AVE N		SAINT PETERSBURG, FL 33710
20-24-17-0000-02100-0000	DISI TAMARA J		15620 MATIS RD		HUDSON, FL 34669-3515
19-24-17-0010-00000-0300	DOLOBACH MARTIN J JR &	DENISE M	15432 DENNIS DR		HUDSON, FL 34669-2000
20-24-17-0000-00900-0000	DONOVAN ALICE M &	MATTHEWS NICOLA E	15308 MATIS RD		HUDSON, FL 34669
29-24-17-0000-00700-0010	ERRINGTON DOREEN		C/O DOREEN ROSENBLOOI	13416 PEACE E	SPRING HILL, FL 34610-7522
30-24-17-0010-00000-1241	EVANS LAND TRUST	GORDON ANDREW S TR	12147 MINNIEOLA DR		NEW PORT RICHEY, FL 34654
17-24-17-0000-00400-0000	H S W ASSOCIATES INC		3750 GUNN HWY STE 308		TAMPA, FL 33618-8915
19-24-17-0010-00000-0210	HABIB ENTERPRISES LLC		2345 W MAIN ST		TAMPA , FL 33607-3418
20-24-17-0000-01300-0000	HADLEY MICHAEL RONALD		1360 ROLLING RIDGE RD		PALM HARBOR, FL 34683-2823
29-24-17-0000-01300-0060	HANEY DEANNA M		PO BOX 6143		HUDSON, FL 34674-6143
29-24-17-0000-01300-0020	HO VU TUAN		16317 CHIEF DR		HUDSON, FL 34667
29-24-17-0000-01300-0000	HOWARD KENNETH & SHERRIE		11117 KITTEN TRL		HUDSON, FL 34669-1150
19-24-17-0010-00000-0290	HOYLE VALERIE RAE		15410 DENNIS DR		HUDSON, FL 34669-2000
29-24-17-0000-00100-0083	JENKINS GILBERT A & BEVERLY L		11323 KITTEN TRL		HUDSON, FL 34669-1160
29-24-17-0000-00100-0010	JENKINS NAMMARRIA & CHAVES SARAH		11330 KITTEN TRAIL		HUDSON, FL 34669
29-24-17-0000-00100-0040	LANDLARK LLC		690 MAIN ST 806		SAFETY HARBOR, FL 34695
20-24-17-0000-01200-0010	LECLAIR HAROLD & NOLA		15700 MATIS RD		HUDSON, FL 34669-3515
19-24-17-0010-00000-0212	LEE ELAINE MARIE		10905 SONG LN		HUDSON, FL 34669-1064
20-24-17-0000-01600-0000	LIVERNOIS JENNIFER & WESLEY		15344 MATIS ROAD		HUDSON, FL 34669

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RZ - 7596

20-24-17-0000-00300-0030	MACLYNN DEVELOPMENT INC		9040 TRYFON BLVD #A104	TRINITY, FL 34655
29-24-17-0000-01300-0030	MAY WILLIAM A		10053 DEER ST	SPRING HILL, FL 34608-4916
19-24-17-0010-00000-0223	MUSSON JOSEPH L & WENDY A		15034 DENNIS DR	HUDSON, FL 34669
29-24-17-0000-00100-0082	NESMITH COY & BARBARA &	NESMITH LORI ANN	11309 KITTEN TRL	HUDSON, FL 34669-1160
19-24-17-0010-00000-0240	OPPEDISANO DENA N & OPPEDISANO CHRISTINA M		15136 DENNIS DR	HUDSON, FL 34669
17-24-17-0000-49900-0020	PASCO COUNTY	C/O FACILITIES MANAGE	7220 OSTEEN RD	NEW PORT RICHEY, FL 34653-2359
30-24-17-0010-00000-1251	RAYBURN MARVIN S		9125 COCHISE LN	PORT RICHEY, FL 34668
19-24-17-0010-00000-0280	RIVERA JOSE ROBERTO &	LYSETTE	15330 DENNIS DR	HUDSON, FL 34669-2020
19-24-17-0010-00000-0270	RYAN DEWAYNE E II		13634 OAKWOOD DR	HUDSON, FL 34669-1325
19-24-17-0010-00000-0260	RYAN DEWAYNE E II		15232 DENNIS DR	HUDSON, FL 34669-1029
19-24-17-0010-00000-0281	SIDDIQUI RAFAT ALI & SIDDIQUI ANILA		4920 DURNEY ST	NEW PORT RICHEY, FL 34652-4765
20-24-17-0000-01400-0000	SLIGER DOUGLAS & TAMMY &	MCCARY ELMER	15232 MATIS RD	HUDSON, FL 34669-1023
29-24-17-0000-00100-0085	SPISSAK JAMES STANLEY		11425 KITTEN TRL	HUDSON, FL 34669-1154
29-24-17-0000-00400-0000	VANDENBERG TIMOTHY M &	ROXANNE M	11595 KITTEN TRL	HUDSON, FL 34669-1101
17-24-17-0000-00400-0011	VINCENT ACADEMY ADVENTURE COAST INC		11145 DENTON AVENUE	HUDSON, FL 34667
19-24-17-0010-00000-0211	WHITE GARY LEROY		15012 DENNIS DR	HUDSON, FL 34669

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UNITED STATES POSTAL SERVICE®

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34653
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APR 1 2026

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34653
APR 01, 26
AMOUNT
$11.20
S2324D502680-11

16 on page 2

NEW PORT RICHEY FL 34653
APR - 1 2026


PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7596
Project Type: REZONING
Rezoning from AC to MPUD for max dev. of 440,000 SF Light Industrial Flex Space, 75,000 SF of Com./Retail & 832 Single Family Detached homes.
Planning Commission
04/16/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
05/19/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


PUBLIC HEARINGS
PASCO COUNTY FLORIDA
App. No. RZ-7596
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PUBLIC HEARINGS
PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7596
Project Type: REZONING
Rezoning from AC to MPUD for max dev. of 440,000 SF Light Industrial Flex Space, 75,000 SF of Com./Retail & 832 Single Family Detached homes.
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Hearing/Voice Impaired Call 711
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PUBLIC HEARINGS
PASCO
App. No. RZ-7596
Project Type: REZONING
Planning Commission
04/16/26
1:30 p.m.
Board of County Commissioners
05/19/26
1:30 p.m.

83358

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-032 was published in said newspaper by print in the issues of 04/01/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **04/01/2026**

Signature of Notary of Public
Personally known X or produced identification.
Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARINGS
ON REZONINGS AND A CONDITIONAL USE
FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing on **Wednesday, April 15, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, June 2, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.** to consider applications for rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Evans Properties Inc / Evans C-1 MPUD (RZ-7876) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District for a parcel located at the north side of McCabe Road, approximately one and one-quarter mile east of Curly Road (aka 07-25-21-0000-01100-0000).

2. Clearwater Capital Partners USA LLC / Revilo Ranch MPUD (RZ-7904) a petition for a rezoning from an A-R Agricultural-Residential District to a MPUD Master Planned Unit Development District within the Villages of Pasadena Hills for a parcel located at the north side of Prospect Road, approximately one-half mile east of Curly Road (aka 13-25-20-0000-00500-0011).

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, April 16, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, May 19, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

3. Denton Avenue Project LLC/Denton Avenue MPUD (RZ-7596) a petition for a rezoning from an A-C Agricultural District to a MPUD Master Planned Unit Development District for a parcel located on the south side of Denton Avenue, approximately one and one-half miles east of Little Road (aka 20-24-17-0000-00200-0000 et al).

4. Sandridge Commercial LLC & SR 52 Williams LLC / Land O' Lakes 52-41 MPUD (RZ-7892) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District for a parcel located on the south side of State Road 52, approximately 900 feet west of US 41 (aka 09-25-18-0000-00100-0010 et al).

5. Shree Ram Investment Inc / Tahitian Multi-Family (#CU26-07 aka CU25-17) petition for a conditional use for Multi-Family Units in a C-2 General Commercial District for a parcel located on the west side of US Highway 19 at the intersection of US Highway 19 and Tahitian Gardens Circle, (aka 30-26-16-0010-04900-0010).

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, April 16, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, July 14, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

6. James & Dorothy Mitchell Investments LTD/Mitchell 41 MPUD (RZ-7741) a petition for a rezoning from an A-C Agricultural District to a MPUD Master Planned Unit Development District for a parcel located on the west side of US41 and north of Goodman Drive (aka 02-24-18-0000-00100-0000 portion of, et al).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (727) 847-2411 ext. 4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
April 1, 2026 83358

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** PDE26-7909 **DATE:** 6/16/2026

SUBJECT: Zoning Amendment (Consent) – R & R Property Investments LLC / R & R Property Shady Hills – Change in Zoning from an A-R Agricultural-Residential District to a C-2 General Commercial District – North West Pasco County – East Side of Shady Hills Road and Approximately 784 Feet North of the Intersection of Shady Hills Road and Floralton Drive – Containing Approximately One (1) Acre

REFERENCES: All Board of County Commissioners (BCC) and Planning Commission (PC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC at NPR 5/21/26 – BCC at NPR 6/16/26

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Approve the Zoning Amendment. Authorize the Chairman to execute one (1) original of the Resolution provided and direct Board Records to distribute, as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Petition No. 7909 (REZONE-2025-00020) in the name of R & R Property Investments LLC / R & R Property Shady Hills, has been filed for a change in zoning from an A-R Agricultural-Residential District to a C-2 General Commercial District in conformance with Section 526 of the Land Development Code (LDC) standards for development. The subject site contains approximately 23.03 acres of which one (1) acre is proposed to be rezoned to C-2 General Commercial District to allow for the use of a contractor's office and associated storage. The parcel of land is located on the east side of Shady Hills Road and approximately 784 feet north of the intersection of Shady Hills Road and Floralton Drive (Parcel I.D. No.: Portion of 06-24-18-0000-00100-0020), containing approximately one (1) acre.

The lead planner for this project and author of this memo is Kayla Duy, Planner I.

The surrounding zoning districts and land uses are as follows:

	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
NORTH	C-2 General Commercial District	ROR (Retail/Office/Residential)	Vacant; Warehouse and Commercial
EAST	A-R Agricultural - Residential District	RES-1 (Residential – 1 du/ga)	Utility Easement; Single Family Residential

SOUTH	A-R Agricultural - Residential District	RES-1 (Residential – 1 du/ga)	Utility Easement; Single Family Residential
WEST	C-2 General Commercial; A-R Agricultural - Residential District	COM (Commercial); RES-1 (Residential – 1 du/ga)	Vacant; Single Family Residential

FINDINGS OF FACT:

1. The subject site, containing approximately 23.03 acres, is currently vacant. The applicant proposes to develop one (1) acre, consisting of a small portion of the entire parcel, for the use of a contractor's office and associated storage, in conformance with Section 526 of the Land Development Code (LDC) standards for development.

2. The subject property is encumbered by a natural gas easement recorded in ORB 8183, Page 751. On January 15, 2026, Planning, Development and Economic Growth (PDE) staff met with a representative of Florida Gas Transmission Company to review the easement and evaluate any potential impacts associated with the proposed rezoning. The representative confirmed that the easement extends 15 feet from the property line and that the proposed rezoning will not affect the operation or integrity of the transmission line. Should a fence be installed along the eastern boundary of the property, coordination with Florida Gas Transmission Company will be required.

3. The applicant has volunteered to record a deed restriction (Attachment 2) to the property providing the following use restrictions:

    a. The Property will be zoned C-2 General Commercial District ("Commercial") upon approval by the Pasco County Board of County Commissioners of the Rezoning and execution and recording of these Restrictions, and the Property has been specifically reserved for those Commercial uses set forth in the Pasco County Land Development Code ("LDC") to ensure the Property provides the benefits of Commercial development, including, but not limited to, adequate employment generation. In addition, the Rezoning will not have an expiration date, so Commercial uses will be permitted to be developed on the Property beyond the expiration date of Section 125.01055(7), Florida Statutes (October 1, 2033). Accordingly, the Declarant has committed to, and is hereby requiring, that the permitted uses for the Property will remain Commercial uses, notwithstanding any potential contrary requirements in Section 125.01055(7), Florida Statutes. This Restriction is being imposed by the Declarant, and is not a requirement of Pasco County, to the extent it prevents any use allowed or preempted by Section 125.01055(7), Florida Statutes.

4. The rezoning shall take effect only after the deed restriction referenced in Finding of Fact Number 3 is reviewed and accepted by the County and recorded by the Applicant. The Applicant shall provide a copy of the recorded document to the Planning, Development and Economic Growth Department lead planner for this project.

5. The applicant has provided the following narrative (Attachment 5):

   "The applicant owns 23.03 acres on Shady Hills Rd. The owners would like to rezone the front 1 acre +/- of the property only. The property was formerly zoned C-2 in the past. It is currently zoned AR with a current FLU of ROR. The subject property is currently serviced by Pasco County Utilities and will continue to do so. There are no archeological or wetlands on the site."

6. The subject site is located in Flood Zone X and development is subject to the requirements of the Land Development Code (LDC), Section 1104, Flood Damage Prevention.

7. The surrounding area is characterized by residential development with commercial development along the northern frontage of Shady Hills Road.

8. The subject area has a Future Land Use (FLU) classification of ROR (Retail/Office/Residential) under the 2025 Pasco County Comprehensive Plan. Pursuant to Section FLU A-6, the proposed use is consistent with the Comprehensive Plan, for commercial equipment storage.

9. The subject site is within the North Market Area.

10. On May 25, 2010, the Board of County Commissioners (BCC) approved Rezoning Petition No. 6915, from the C-2 General Commercial District to the A-R Agricultural-Residential District for the subject site. The applicant at that time sought the rezoning specifically "in order to park farm equipment on this site," and Planning and Growth Management supported the request because the proposed use was considered a "passive, low-intensity agricultural activity." The rezoning from the C-2 General Commercial District to the A-R Agricultural-Residential District was therefore viewed as appropriate and consistent with the applicant's intended agricultural use and the surrounding rural character.

11. The subject application was submitted for review by the Natural Resources Division, and the following comments were received.

    a. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, the Pasco County Natural Resources Inspector and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to

commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

b. According to the Pasco County Land Development Code (LDC), Section 803.1, a detailed wildlife survey shall be conducted to identify any plant and animal species listed as threatened, endangered, or of special concern by the Florida Fish and Wildlife Conservation Commission (FFWCC) or the United States Fish and Wildlife Service (USFWS). Species specific surveys may be required depending on the preliminary survey results. The survey shall be submitted with the Preliminary Site Plan or Preliminary Development Plan, whichever is submitted first.

12. Access to the property is from Shady Hills Road, a County-maintained Collector Roadway with approximately 60 feet of right-of-way. Shady Hills Road, from Bosley Drive to County Line Road, is planned for ultimate expansion to a four-lane roadway with a total right-of-way of 160 feet. At the time of Preliminary Site Plan or Preliminary Development Plan review, unless an alternative standard is approved, the applicant must demonstrate the dedication of an additional 50 feet of right-of-way measured from the centerline, resulting in an 80-foot half-right-of-way and a total right-of-way width of 160 feet at full build-out.

13. On August 9, 2025, a Timing and Phasing Analysis (T&P-2025-00052) for the proposed development was performed by the applicant's consultant, Raysor Transportation Consulting, and approved by County staff with conditions. The Timing and Phasing Analysis document is attached and incorporated herein (Attachment 4). Access Management Analysis shall be performed at the time of Preliminary Site Plan or Preliminary Development Plan, if applicable.

14. Shady Hills Road meets County standards pursuant to LDC, Section 901.4, so it is recognized as a standard road and was determined to be exempt from Substandard Roadway Analysis. (SSRRA-2025-00143).

15. The LDC, Section 403, requires that owners/applicants submit a preliminary site plan or preliminary development plan, as applicable, for review and approval prior to the development or redevelopment of the property.

16. The proposed request is consistent with the LDC, Chapter 400, Permit Types and Applications; Section 402.1.E, Zoning Amendments, Review Considerations; and the applicable provisions of the County's Comprehensive Plan.

PLANNING COMMISSION ACTION:

Approval of PDE Recommendation: 4 Ayes; 0 Nays

BOARD OF COUNTY COMMISSIONERS ACTION:

Approval: _ Ayes; _ Nays

OWNER'S/APPLICANT'S ACKNOWLEDGMENT:

The owner/applicant acknowledges that he/she has read, understood, and accepted this Zoning Petition Review Report. (Do not sign until you receive a copy of this petition with the Board of County Commissioners' results.)

_____ _____
_____ _____
Date

_____
_____
Printed Name

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization,
this _____ (date) by
_____ (name of person acknowledging), who is personally known to me or who has produced
_____ (type of identification) as identification.

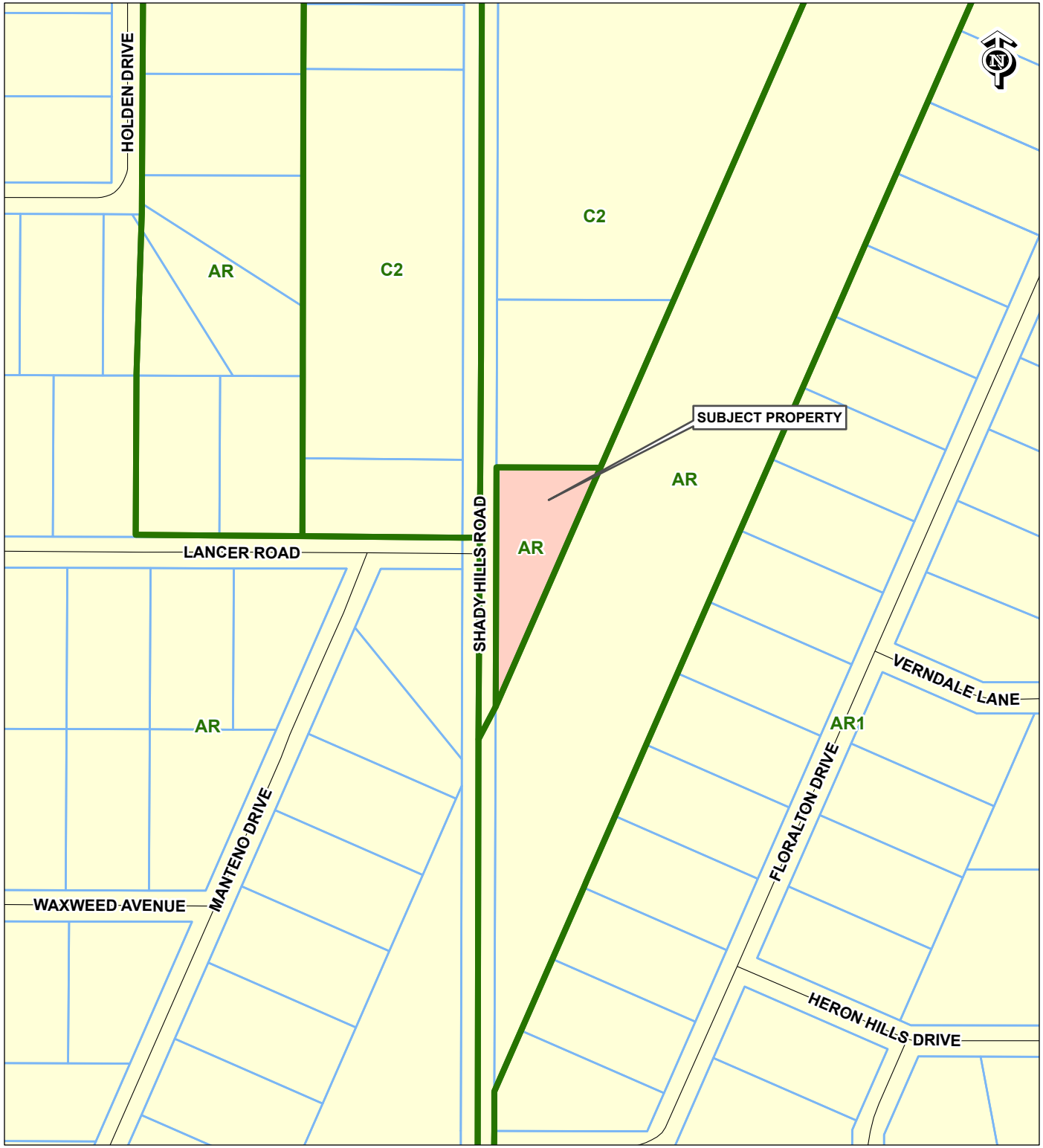
Seal: _____
_____

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain one original.

ATTACHMENT(S):
1. PDE26-7909 Zoning Visuals
2. PDE26-7909 Deed Restriction
3. PDE26-7909 Signature Sheet
4. PDE26-7909 Timing and Phasing Analysis
5. PDE26-7909 Narrative
6. PDE26-7909 Resolution
7. PDE26-7909 Exhibit A
8. PDE26-7909 Proof of Publication
9. PDE26-7909 Affidavit of Posting and Mailed Notice

DA/DE/NP/AT/KD/PDE26-7909 BCC



RZ-7909
A-R TO C-2

06-24-18-0000-00100-0020
PORTION OF

R & R PROPERTY INVESTMENTS LLC /
R & R PROPERTY SHADY HILLS
10439 CREATION CT
NEW PORT RICHEY, FL 34654

PHYSICAL ADDRESS:
18442 SHADY HILLS ROAD

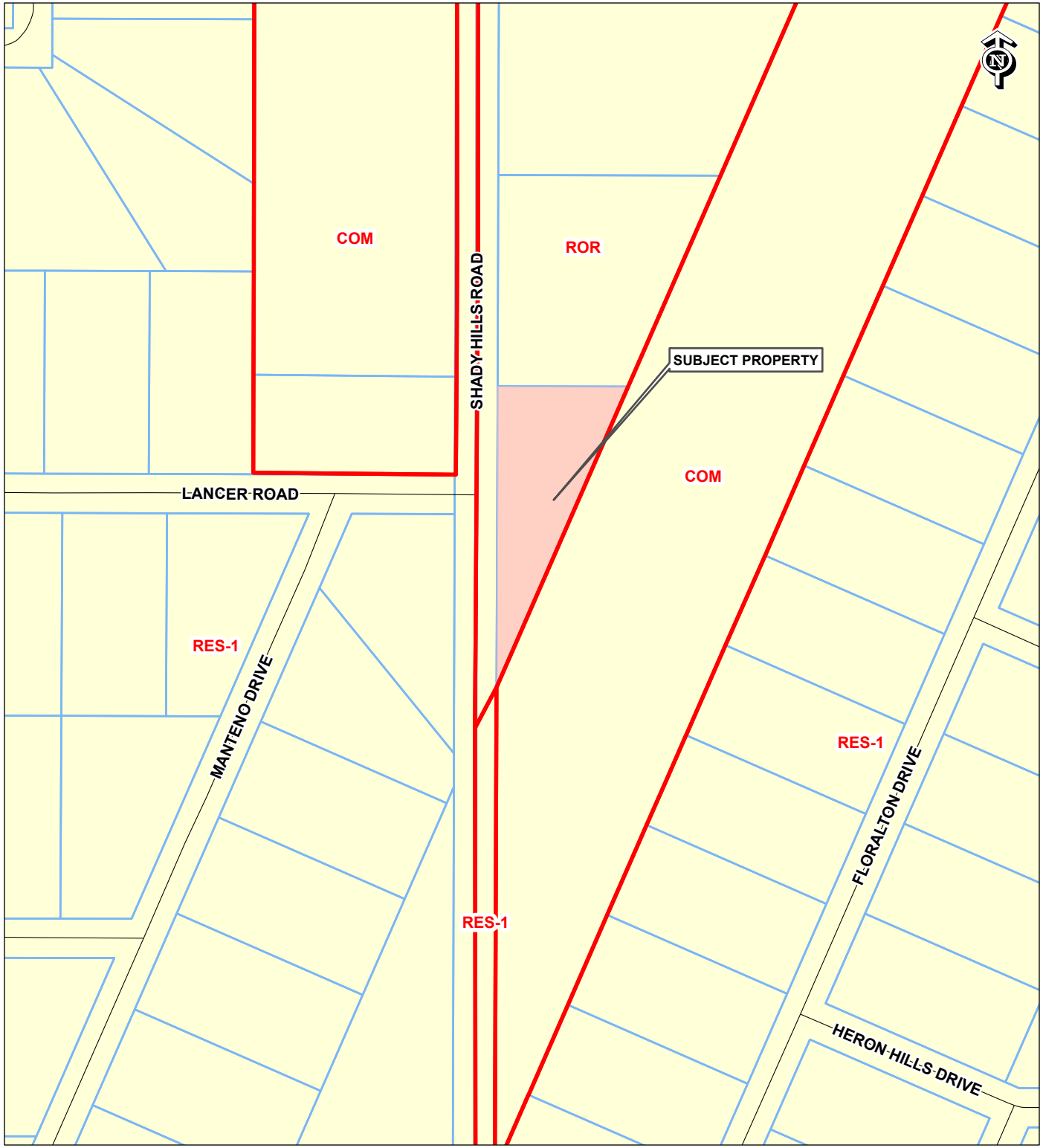
TAZ-33
COMMISSION DISTRICT: 5

SUBJECT PROPERTY
EXISTING ZONING

0 280 560
Feet

GIS\Flat02\LocationMaps\Zoning\RZ-7909 Template_ZONING jhelmrich 9/11/2025





RZ-7909
A-R TO C-2

06-24-18-0000-00100-0020
PORTION OF

R & R PROPERTY INVESTMENTS LLC /
R & R PROPERTY SHADY HILLS
10439 CREATION CT
NEW PORT RICHEY, FL 34654

PHYSICAL ADDRESS:
18442 SHADY HILLS ROAD

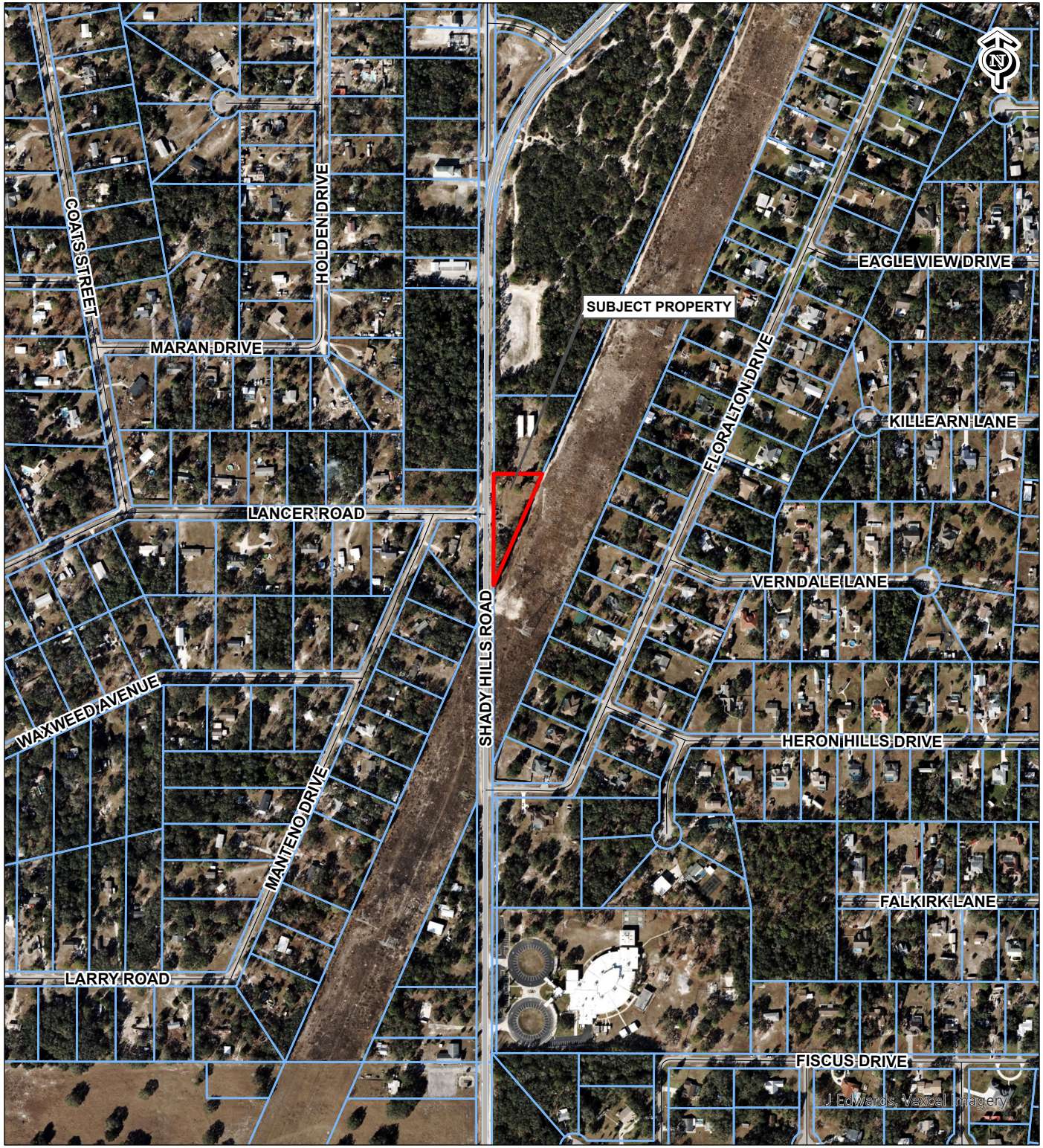
TAZ-33
COMMISSION DISTRICT: 5

SUBJECT PROPERTY
FUTURE LAND USE 2025

0 220 440
Feet

GIS\Flat02\LocationMaps\Zoning\RZ-7909 Template_FLU jhelmrich 9/11/2025





RZ-7909
A-R TO C-2

06-24-18-0000-00100-0020
PORTION OF

R & R PROPERTY INVESTMENTS LLC /
R & R PROPERTY SHADY HILLS
10439 CREATION CT
NEW PORT RICHEY, FL 34654

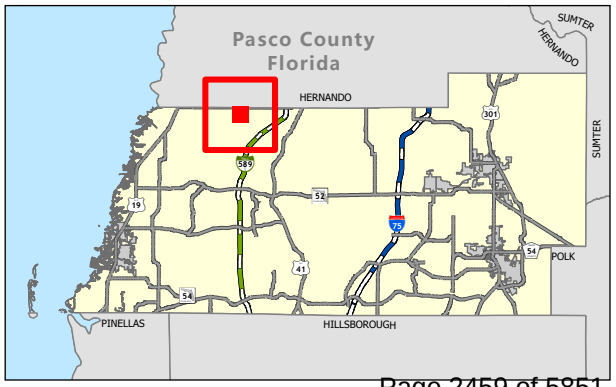
PHYSICAL ADDRESS:
18442 SHADY HILLS ROAD

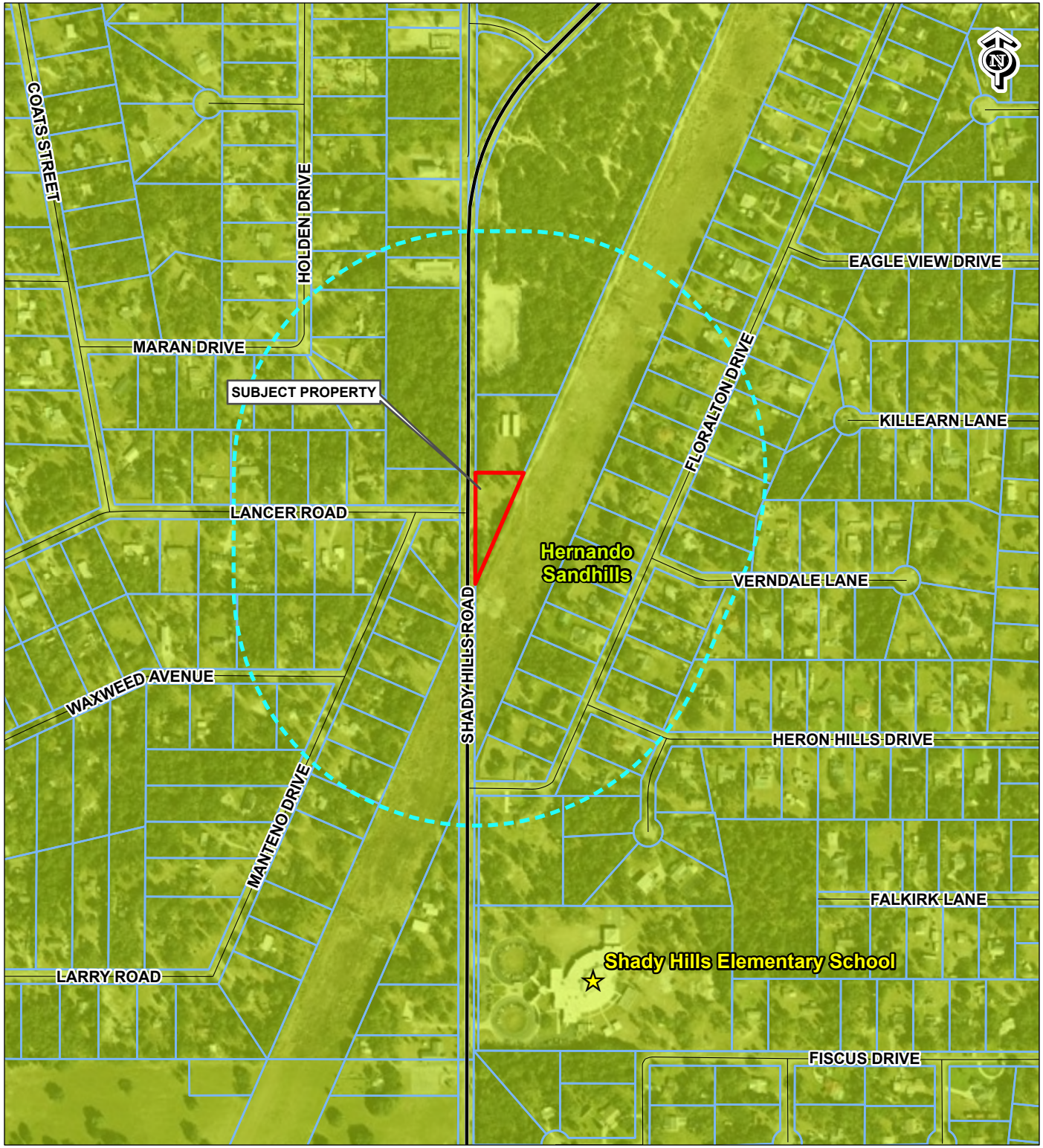
TAZ-33
COMMISSION DISTRICT: 5

SUBJECT PROPERTY

0 580 1,160
Feet

GIS\Flat02\LocationMaps\Zoning\RZ-7909 Template_AERIAL jhelmrich 9/11/2025





RZ-7909
A-R TO C-2

06-24-18-0000-00100-0020
PORTION OF

R & R PROPERTY INVESTMENTS LLC /
R & R PROPERTY SHADY HILLS
10439 CREATION CT
NEW PORT RICHEY, FL 34654

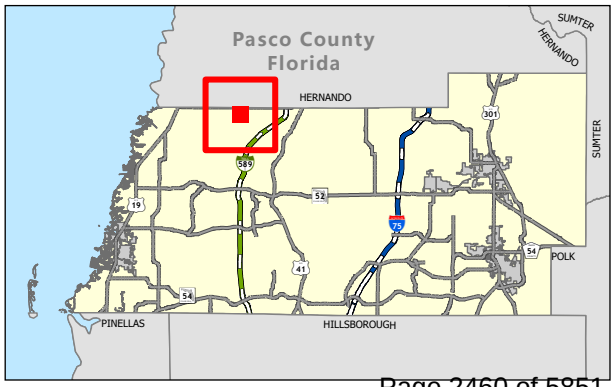
PHYSICAL ADDRESS:
18442 SHADY HILLS ROAD

TAZ-33
COMMISSION DISTRICT: 5

Subject Property — Existing Collector
1000ft Buffer

0 590 1,180
Feet

GIS\Flat02\LocationMaps\Zoning\RZ-7909 Template_CONTEXT_MAP jhelmrich 9/11/2025



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made, dedicated, and declared on this _____day of ____, 2026, by R & R Property Investments LLC a Florida Limited Liability Company, whose post office address is 10439 Creation Court, New Port Richey, Fl 34654 ("Declarant").

RECITALS

1. Declarant is the fee owner of that certain real property more particularly described on Exhibit A attached hereto (the "Property").

2. Declarant requested Pasco County, a political subdivision of the State of Florida, ("County") for a change of the zoning designation of the Property by Petition No. RZ-7909, from AR to C-2 (General Commercial District) (the "Rezoning").

3. As a condition of the Rezoning, Declarant is willing to impose certain Restrictions (as defined herein) on the Property as hereinafter set forth in this Declaration in connection with the Rezoning for the benefit of the County.

W I T N E S E T H:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Declarant hereby create, establish, promulgate and declare that the Property shall be held, sold, leased, developed, and conveyed expressly subject to the following covenants, conditions and restrictions:

ARTICLE I
RESTRICTIONS ON THE PROPERTY

Section 1.1 Restrictions. The following restrictions are hereby imposed upon the Property and shall continue as restrictions thereon for the benefit of the County unless otherwise approved by the County in connection with any subsequent rezoning of the Property or a portion thereof.

a. The Property will be zoned C-2 General Commercial District ("Commercial") upon approval by the Pasco County Board of County Commissioners of the Rezoning and execution and recording of these Restrictions, and the Property has been specifically reserved for those Commercial uses set forth in the Pasco County Land Development Code ("LDC") to ensure the Property provides the benefits of Commercial development, including, but not limited to, adequate employment generation. In addition, the Rezoning will not have an expiration date, so Commercial uses will be permitted to be developed on the Property beyond the expiration date of Section 125.01055(7), Florida Statutes (October 1, 2033). Accordingly, the Declarant has committed to, and is hereby requiring, that the permitted uses for the Property will remain Commercial uses, notwithstanding any potential contrary requirements in Section 125.01055(7), Florida Statutes. This Restriction is being imposed by the Declarant, and is not a requirement of Pasco

County, to the extent it prevents any use allowed or preempted by Section 125.01055(7), Florida Statutes.

ARTICLE II
MISCELLANEOUS PROVISIONS

Section 2.1 Enforcement. Declarant, for so long as it owns any portion of the Property, the fee simple owners of the Property (each an "Owner" and collectively, the "Owners") and the County shall have the right to enforce, by any proceedings at law or in equity, the Restrictions imposed by this Amended and Restated Declaration. Failure by Declarant, an Owner or the County to enforce any Restrictions contained herein shall in no event be deemed a waiver of the right to do so thereafter, nor shall Declarant, an Owner, or the County have any responsibility to ensure the compliance with the Restrictions by any other party.

Section 2.2 Duration. The covenants, conditions, and Restrictions contained herein shall inure to the benefit of and shall be binding upon the Property for a period of sixty (60) years from the Effective Date hereof. Thereafter, they shall be automatically extended for additional successive periods of ten (10) years unless otherwise agreed to in writing by Declarant (for so long as it owns any portion of the Property), the Owners of the Property and the County.

Section 2.3 Notice. Whenever any notice, demand, or request is required or permitted hereunder, such notice, demand, or request shall be sent by U.S. Mail, certified, postage prepaid to the addresses last given to or known by the party giving such notice or by Federal Express or other nationally-recognized overnight delivery service. Such notice is deemed to have been delivered upon the earlier of: (1) actual receipt or (2) within three (3) days from the date sent by U.S. Mail, certified, postage prepaid or by Federal Express. Declarant, the County, and the Owners of the Property shall have the right and election to designate to the other from time to time, by written notice in accordance with the notice provisions hereof to such other person or persons, at such other places in the United States as it may desire for the delivery or mailing of written notices in accordance herewith. The present parties and addresses to receive written notice hereunder are as follows:

Declarant:

County: Zoning Administrator
West Pasco Government Center
8731 Citizens Drive
New Port Richey, FL 34654

Section 2.4 Captions. The captions, section numbers, and article numbers appearing in this Amended and Restated Declaration are inserted only as a matter of convenience and in no way limit, construe, or describe the scope or the intent of such portions or articles of this Amended and Restated Declaration, nor in any way modify or affect this Amended and Restated Declaration.

Section 2.5 Covenants Running with the Land. The Restrictions, conditions, covenants, and obligations as specifically set forth herein shall be benefits and burdens respectively, on the

Property, running with the land and shall inure to the benefit of the successors, heirs and assigns of the owners of the Property as applicable.

Section 2.6 Amendments. This Declaration shall not be modified, amended, or rescinded except in writing by an instrument executed by Declarant (or its successor in title), the Owners and the County.

Section 2.7 Equitable Remedies. To the extent allowed by law, in the event of a breach by any Owner of any obligation of this Declaration, Declarant (for so long as it owns any portion of the Property), the other Owners or the County shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach; Declarant and the Owners hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and/or to relief by other available legal and equitable remedies from the consequences of such breach. Except as otherwise specifically provided in this Declaration, (i) no remedy provided in this Declaration shall be exclusive, but each shall be cumulative with all other remedies provided in this Declaration and (ii) all remedies at law or in equity shall be available.

Section 2.8 No Breach. No breach of the provisions of this Declaration shall entitle Declarant or any Owner or party to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Declaration.

Section 2.9 Force Majeure. In the event Declarant or any Owner or any other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of any other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

Section 2.10 Priority to Mortgages. Any mortgage or deed of trust affecting any portion of the Property shall at all times be subject and subordinate to the terms of this Declaration. Any party foreclosing any such mortgage or deed of trust or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Declaration.

Section 2.11 No Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Property to the general public or for any public use or purpose whatsoever.

Section 2.12 Third Party Beneficiaries. Nothing contained in this Declaration shall be deemed or construed to benefit any person or entity other than Declarant, Owner(s) and County.

Section 2.13 Governing Law and Venue. This Declaration shall be construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Declaration shall be in Pasco County, Florida.

Section 2.14 No Joint Venture. Nothing in this Declaration shall be construed to make Declarant, the Owners or the County partners or joint venturers or render any of said parties

liable for the debts or obligations of the other.

Section 2.15 Effective Date. This Declaration shall become effective upon recording of this Declaration in the Public Records of the County (such date being the "Effective Date").

[EXECUTION PAGE TO FOLLOW]

DECLARANT:

_____
Signature

_____
Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by _____, an authorized representative of _____. He/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary

_____
Printed Name of Notary
My Commission Expires:

Exhibit A
Legal Description

Attached hereto and incorporated herein by reference.

REZONING ATTACHMENT

The Planning Commission disagrees with the staff report and recommendation for the following reasons:

1. The proposed change (**is, is not**) consistent with the existing land use pattern in the area.

2. The proposed change (**would, would not**) result in the possible creation of an isolated district unrelated to adjacent and nearby districts.

3. The existing district boundaries (**are, are not**) illogically drawn in relation to existing conditions on the property proposed for the change.

4. Changed or changing conditions make passage of the proposed amendment (**necessary, unnecessary**).

5. The proposed change (**will, will not**) adversely affect living conditions in the immediate and surrounding neighborhoods.

6. There (**is, is not**) adequate access from a standard roadway to the site and the proposed change (**will, will not**) create or excessively increase traffic congestion or otherwise affect public safety.

7. The proposed change (**might, might not**) result in the reduction of light and air to adjacent properties or areas.

8. The proposed change (**might, might not**) result in lower property values in adjacent areas.

9. The property, as rezoned, (**could, could not**) be developed in a manner which would comply with other existing County and State regulations governing development.

10. The proposed change (**would, would not**) result in or act as a deterrent to the improvement or development of adjacent property in accordance with the existing regulations.

11. The property which is the subject of the proposed change (**is, is not**) a suitable site or location for the uses available under a proposed zoning district.

12. Certain portions of the property (**are, are not**) suitable for development under the proposed zoning classification.

13. Adequate public facilities (**are, are not**) available to the site, including, but not limited to, water and sewer facilities.

14. The property is developable under the zoning classification (**with, without**) appropriate public facilities, including, but not limited to, water and sewer facilities.

15. The site proposed for zoning change (**would, would not**) be subject to flooding and the effect of such flooding on the proposed or possible improvements on the site.

16. The physical characteristics of the site and the degree of site alteration which (**would, would not**) be required to make the site usable for any of the range of potential uses under the proposed zoning classification.

17. The potential need for expansion of public services and facilities to accommodate the proposed development, including the consideration of the results of the Timing and Phasing Analysis performed pursuant to Section 901.12, Transportation Analysis.

18. The proposed zoning change (**would, would not**) be consistent with the goals, objectives, policies, and recommendations set forth in adopted comprehensive plans or elements.

19. The existing zoning classification (**accomplishes, does not accomplish**) a legitimate public purpose that protects the integrity of the Goals, Objectives, and Policies of the Comprehensive Plan; the public's reliance upon the existing zoning; or another legitimate public purpose as determined by applicable law.

Ayes: _____ Nayes: _____

The Planning Commission recommends _____ approval _____ denial of the application, based upon the foregoing reasons that constitute the report of the Planning Commission.

The recommendation and report of the Planning Commission are based upon study and consideration of the factors outlined in the Pasco County Land Development Code, Section 402.1.E, and the evidence presented at the public hearing on the application.

The Planning Commission's recommendation is hereby submitted to the Board of County Commissioners as required under the Pasco County Land Development Code, Section 402.1.F.2.

_____ _____05/21/26_____
Planning Commission Chairman Date

Rezoning No. _____RZ-_7909___

Application Review Form
Timing & Phasing–Substandard Roadway Analysis

Planning, Development and Economic Growth Department
West Pasco Government Center
New Port Richey, FL

Application Information

Application Number: T&P-2025-00052

Applicant: James O'Brien

Consultant Name: Coastal Brokerage & Investments LLC

Parcel ID: 06 24 18 0000 00100 0020

Application Status

Application Status: **Accepted**

Date: August 20, 2025

Rejection Reason:

Contact Person: Bennett Elbo

Email: belbo@pascocountyfl.net

Timing and Phasing Analysis

Existing Zoning: A R

Development Size: Vacant

Proposed Zoning: C-2

Proposed Development Size:

Land Area: 23.03 Acres (Rezone only 1 acre out of the 23 acres)

Condition	Zoning	Max Coverage	Best Use (Code)	Average Size	Peak Hr. Trip Rate
Existing	AR	25%	Single Family (ITE #210)	1DU/Acre	0.94 trip /DU
No. Trips (A)	(1 Acre × 1 DU/Acre) X 0.94 trip/DU ~ 1 Trip				
Proposed	C2	50%	Strip Retail (ITE #822)		6.59 trips / 1KSF
No. Trips (B)	(1 Acre x 43.560 KSF /Acre × 0.75 x 0.50) x 6.59 Trips/1KSF~ 108 Trips				
Trip Delta $\Delta = (B - A)$	$\Delta = 108 - 1 = 107$ Trips				

Comment: On August 20, 2025, the subject request was found to be ***not exempt*** from a Timing and Phasing analysis as the highest and best use of the proposed Zoning District would result in a gross trip difference (Δ) of more than 50 peak trips, a.m. or p.m., whichever is higher. Access Management Analysis shall be performed at the time of the Preliminary Site Plan, or Preliminary Development Plan, if applicable.

Findings:

- A Timing and Phasing Analysis report was submitted by Raysor Transportation Consulting, August 09, 2025.
- The studied area roadway segments of *Shady Hills Road from County Line Road to Peace Boulevard* are anticipated to operate acceptably for all peak hour analysis scenarios in consideration of Pasco County transportation performance standards. The analysis is summarized in Table 3.0.

TABLE 3.0 | ROADWAY SEGMENT ANALYSIS SUMMARY

Roadway Segment	Scenario	Peak Hour	LOS Std	Lanes / Context Class	Service Volume	Volume	LOS	V/C
Shady Hills Road from: County Line Road to: Project Driveway	Existing	AM	D	2 / C3R	2,020	1,206	C	0.60
		PM	D	2 / C3R	2,020	1,530	C	0.76
	Background	AM	D	2 / C3R	2,020	1,435	C	0.71
		PM	D	2 / C3R	2,020	1,821	D	0.90
	Post-Development	AM	D	2 / C3R	2,020	1,459	C	0.72
		PM	D	2 / C3R	2,020	1,872	D	0.93
Shady Hills Road from: Project Driveway to: Peace Boulevard	Existing	AM	D	2 / C3R	2,020	1,222	C	0.60
		PM	D	2 / C3R	2,020	1,563	C	0.77
	Background	AM	D	2 / C3R	2,020	1,454	C	0.72
		PM	D	2 / C3R	2,020	1,860	D	0.92
	Post-Development	AM	D	2 / C3R	2,020	1,470	C	0.73
		PM	D	2 / C3R	2,020	1,893	D	0.94

- The studied area intersections at *Shady Hills Road & Countyline Road, Shady Hills Road & Peace Boulevard, and Shady Hills Road & Project Site Driveway* are anticipated to operate acceptably for post-development peak hour traffic conditions in

consideration of Pasco County transportation performance standards. The analysis is summarized in Table 4.0.

TABLE 4.0 | INTERSECTION ANALYSIS SUMMARY (POST-DEVELOPMENT TRAFFIC CONDITIONS)

Location	Peak Hour	Metric	Eastbound			Westbound			Northbound			Southbound		
			L	T	R	L	T	R	L	T	R	L	T	R
Shady Hills Road & County Line Road	AM	LOS	D	C	C	D	C	B	D	C	C	C	C	C
		Delay	35.3	26.4	20.8	36.1	28.0	18.7	36.2	28.1	22.8	34.1	26.3	22.4
		V/C	0.68	0.65	0.43	0.64	0.71	0.37	0.63	0.52	0.34	0.73	0.61	0.62
	PM	LOS	D	C	B	D	C	C	D	D	C	D	C	C
		Delay	41.8	29.0	18.6	43.7	32.5	24.8	41.7	39.3	25.4	41.8	33.5	24.0
		V/C	0.79	0.58	0.28	0.70	0.65	0.58	0.79	0.82	0.34	0.78	0.62	0.44
Shady Hills Road & Project Site Driveway	AM	LOS	C	C	[3]	[3]	D	[3]	C	A	[3]	B	D	B
		Delay	33.8	31.0	[3]	[3]	43.5	[3]	23.8	8.4	[3]	11.1	42.1	11.9
		V/C	0.36	0.39	[3]	[3]	0.49	[3]	0.53	0.39	[3]	0.01	0.96	0.13
	PM	LOS	D	C	[3]	[3]	D	[3]	B	C	[3]	D	C	B
		Delay	35.2	30.3	[3]	[3]	47.2	[3]	19.5	27.4	[3]	41.0	26.7	14.8
		V/C	0.49	0.31	[3]	[3]	0.53	[3]	0.53	0.93	[3]	0.05	0.80	0.18
Shady Hills Road & Peace Boulevard	AM	LOS	[1]	[1]	[1]	D	[1]	[3]	[1]	[2]	[3]	A	[3]	[1]
		Delay	[1]	[1]	[1]	26.4	[1]	[3]	[1]	[2]	[3]	0.5	[3]	[1]
		V/C	[1]	[1]	[1]	0.15	[1]	[3]	[1]	[2]	[3]	0.02	[3]	[1]
	PM	LOS	[1]	[1]	[1]	D	[1]	[3]	[1]	[2]	[3]	B	[3]	[1]
		Delay	[1]	[1]	[1]	27.6	[1]	[3]	[1]	[2]	[3]	11.2	[3]	[1]
		V/C	[1]	[1]	[1]	0.29	[1]	[3]	[1]	[2]	[3]	0.06	[3]	[1]

[1] NOT APPLICABLE [2] UNOPPOSED [3] SHARED LANE

- A preliminary site access turn lane warrant analysis was undertaken for the project site driveway connection to Shady Hills Road. The results of the analysis found that a *southbound-to-eastbound left turn lane is anticipated to be warranted on Shady Hills Road at the project site driveway*, and that a northbound-to-eastbound right turn lane is not warranted on Shady Hills Road at the project site driveway.

Condition of Approval:

Prior to the issuance of the First Building Permit, the applicant/developer shall construct and design to FDOT standards a southbound left turn lane on Shady Hills Road at the project site driveway.

Substandard Roadway Analysis

Adjacent Roadway(s) Name: Shady Hills Road - County Collector

Number of Avg. Daily Trips: ~ 889 *Trips (+/-)*

Comment: SSRRA-2025-00143 – Shady Hills Road meets County standards per LDC 901.4 and is ***exempt*** from substandard roadway review.

Rezoning of R & R Property Investments LLC Shady Hills Rd.

Project Narrative

The applicant owns 23.03 acres on Shady Hills Rd. The owners would like to rezone the front 1 acre +/- of the property only. The property was formerly zoned C-2 in the past. It is currently zoned AR with a current FLU of ROR. The subject property is currently serviced by Pasco County Utilities and will continue to do so. There are no archeological or wetlands on the site.

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. 26-43RZ**

RESOLUTION CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED IN APPLICATION NO. 7909 FROM AN A-R AGRICULTURAL-RESIDENTIAL DISTRICT TO A C-2 GENERAL COMMERCIAL DISTRICT.

WHEREAS, the Board of County Commissioners of Pasco County, after due public notice, held a public hearing on June 16, 2026, on Rezoning Application No. 7909 and

WHEREAS, the Board of County Commissioners has heard the presentation and evidence of the applicant and individuals in opposition to and in favor of the application; and

WHEREAS, the Board of County Commissioners has taken into consideration other factors relevant to the decision as to whether the zoning classification should be approved for the subject property; and

WHEREAS, the Board of County Commissioners has reviewed the report and recommendations of the Planning Commission and the recommendation of the County staff and does hereby adopt the following findings of fact:

FINDINGS OF FACT:

1. The entire parcel, encompassing approximately 23.03 acres, is designated as a utility easement. The applicant proposes to develop 1.0 acres (the Subject Site), consisting of a small portion of the entire parcel. The frontage of the subject site is in conformance with the development standards of the C-2 General Commercial District, pursuant to the Land Development Code (LDC) Section 526.2.A.11, rendering it suitable for the construction of a metal building. The building is proposed to be designed to accommodate commercial equipment for a paving operations enterprise.
2. The applicant has volunteered to record a deed restriction (Attachment 2) to the property providing the following use restrictions:

   The Property will be zoned C-2 General Commercial District upon approval by the Pasco County Board of County Commissioners of the Rezoning and execution and recording of these Restrictions, and the Property has been specifically reserved for those uses and Commercial Uses set forth in the Pasco County Land Development Code ("LDC"). In addition, the Rezoning will not have an expiration date, so such uses will be

permitted to be developed on the Property beyond the expiration date of Section 125.01055(7), Florida Statutes (October 1, 2033). Accordingly, the Declarant has committed to, and is hereby requiring, that the permitted uses for the Property will remain Commercial uses, notwithstanding any potential contrary requirements in Section 125.01055(7), Florida Statutes. This Restriction is being imposed by the Declarant, and is not a requirement of Pasco County, to the extent it prevents any use allowed or preempted by Section 125.01055(7), Florida Statutes.

3. Pursuant to the Project Overview, Findings of Fact (FOF), and Planning Discussion set forth in memorandum PDE26-7909, the zoning amendment is found to be consistent with the Pasco County Comprehensive Plan and applicable provisions of the Land Development Code (LDC).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, with a quorum present and voting, this 16th day of June, 2026, that the zoning classification of the following described real property is hereby changed from an A-R Agricultural-Residential District to a C-2 General Commercial District effective upon the recordation and delivery to the County of the deed restrictions to the property referenced in finding of fact two.

See Description on Exhibit A Attached

DONE AND RESOLVED this 16th day of June, 2026.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

NIKKI ALVAREZ-SOWLES, ESQ
PASCO COUNTY CLERK & COMPTROLLER

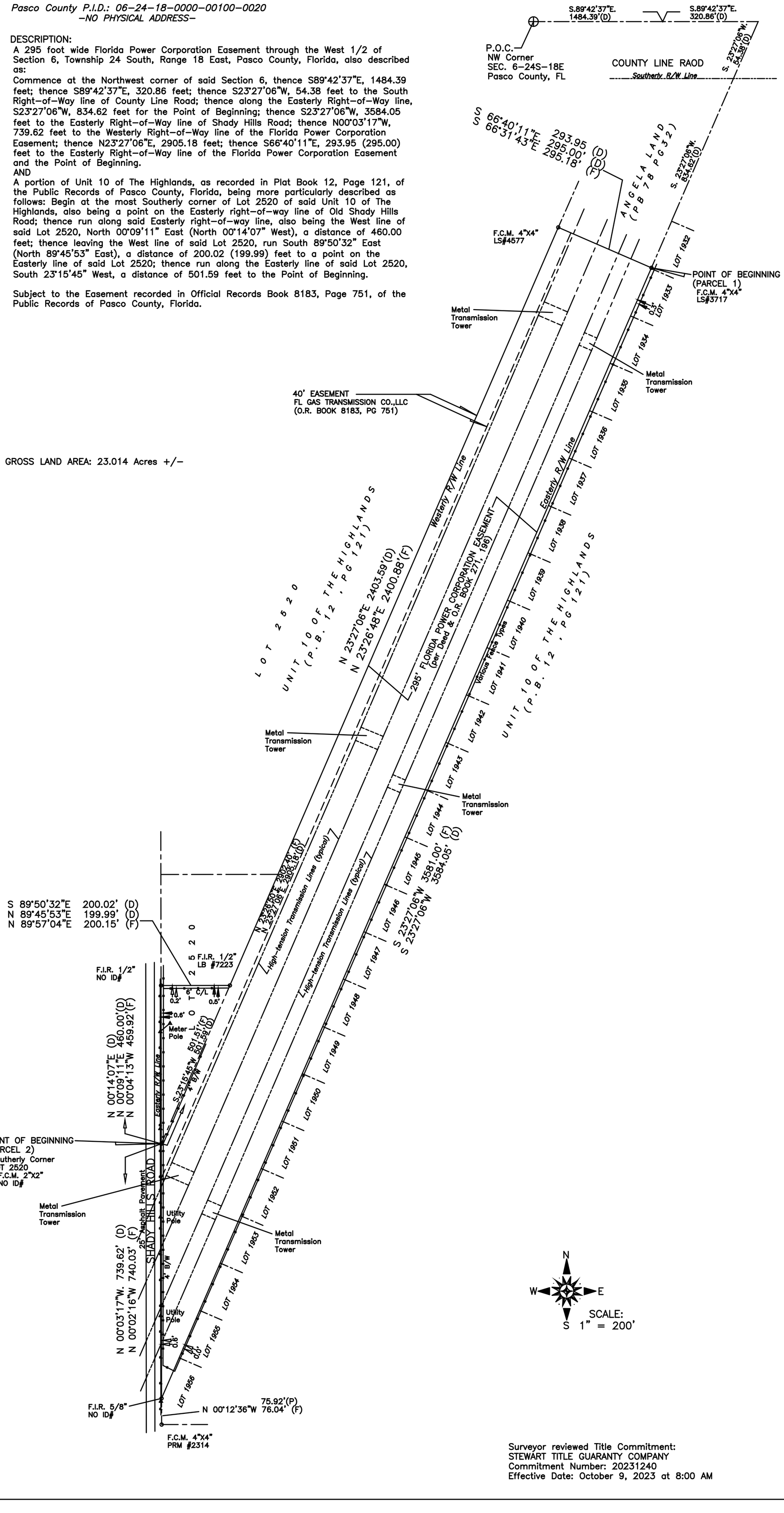
JACK MARIANO, CHAIRMAN

Pasco County P.I.D.: 06–24–18–0000–00100–0020
–NO PHYSICAL ADDRESS–

DESCRIPTION:
A 295 foot wide Florida Power Corporation Easement through the West 1/2 of Section 6, Township 24 South, Range 18 East, Pasco County, Florida, also described as:
Commence at the Northwest corner of said Section 6, thence S89°42'37"E, 1484.39 feet; thence S89°42'37"E, 320.86 feet; thence S23°27'06"W, 54.38 feet to the South Right–of–Way line of County Line Road; thence along the Easterly Right–of–Way line, S23°27'06"W, 834.62 feet for the Point of Beginning; thence S23°27'06"W, 3584.05 feet to the Easterly Right–of–Way line of Shady Hills Road; thence N00°03'17"W, 739.62 feet to the Westerly Right–of–Way line of the Florida Power Corporation Easement; thence N23°27'06"E, 2905.18 feet; thence S66°40'11"E, 293.95 (295.00) feet to the Easterly Right–of–Way line of the Florida Power Corporation Easement and the Point of Beginning.
AND
A portion of Unit 10 of The Highlands, as recorded in Plat Book 12, Page 121, of the Public Records of Pasco County, Florida, being more particularly described as follows: Begin at the most Southerly corner of Lot 2520 of said Unit 10 of The Highlands, also being a point on the Easterly right–of–way line of Old Shady Hills Road; thence run along said Easterly right–of–way line, also being the West line of said Lot 2520, North 00°09'11" East (North 00°14'07" West), a distance of 460.00 feet; thence leaving the West line of said Lot 2520, run South 89°50'32" East (North 89°45'53" East), a distance of 200.02 (199.99) feet to a point on the Easterly line of said Lot 2520; thence run along the Easterly line of said Lot 2520, South 23°15'45" West, a distance of 501.59 feet to the Point of Beginning.

Subject to the Easement recorded in Official Records Book 8183, Page 751, of the Public Records of Pasco County, Florida.

GROSS LAND AREA: 23.014 Acres +/–



N
W E
S
SCALE: 1" = 200'

Surveyor reviewed Title Commitment:
STEWART TITLE GUARANTY COMPANY
Commitment Number: 20231240
Effective Date: October 9, 2023 at 8:00 AM

SURVEYOR'S NOTES:
1. THIS IS A BOUNDARY SURVEY, MADE ON THE GROUND UNDER THE SUPERVISION OF A FLORIDA REGISTERED SURVEYOR AND MAPPER. FIELD SURVEY WAS COMPLETED ON 11/02/2023
2. BEARING'S ARE BASED ON the Easterly R/W line of 295' FL Power Easement as: S 23°27'06"W.. AS PER DEED DESCRIPTION.
3. NO UNDERGROUND UTILITIES, UNDERGROUND ENCROACHMENTS OR BUILDING FOUNDATIONS WERE MEASURED OR LOCATED AS A PART OF THIS SURVEY, UNLESS OTHERWISE SHOWN. TREES AND SHRUBS NOT LOCATED, UNLESS OTHERWISE SHOWN.
4. ~~THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAY BE OTHER EASEMENTS, RIGHTS–OF–WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, RESTRICTIONS, OR OTHER SIMILAR MATTERS OF PUBLIC RECORD NOT DEPICTED ON THIS SURVEY.~~
5. THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF A BOUNADRY SURVEY ONLY, AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISION OR OTHER SIMILIAR ENTITY.
6. FLOOD ZONE DETERMINATION BASED UPON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP AS SHOWN HEREON, PRIOR TO CONSTRUCTION , THE BUILDING DEPARTMENT SHOULD BE CONTACTED FOR VERIFICATION OF FLOOD ZONE.
7. ATTENTION IS DIRECTED TO THE FACT THAT THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED DUE TO REOPRODUCTION. THIS SHOULD BE TAKEN INTO CONSIDERATION WHEN OBTAINING SCALED DATA.
8. Re–use of this survey for purposes other than it was intended, without written verification will be the re–users sole risk and without liability to the surveyor. Nothing herein shall construed to give any rights or benefits to anyone other than those certified to.
9. THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND AND ABBREVIATIONS

F.I.P.=FOUND IRON PIPE	F.C.M.=FOUND CONCRETE MONUMENT	R/W=RIGHT–OF–WAY	(D)=DEED
F.I.R.=FOUND IRON ROD	F.F.E.=FINISHED FLOOR ELEVATION	P.B.=PLAT BOOK	(F)=FIELD
S.I.R.=SET IRON ROD	P.O.B.=POINT OF BEGINNING	PG.=PAGE	(P)=PLAT
FND.=FOUND	P.O.C.=POINT OF COMMENCEMENT	W/F=WOOD FENCE	CH.=CHORD
S.P.K.=SET NAIL & DISK	G.T.I.=GRATE TOP INLET	C/L=CHAIN LINK	A= ARC
A/C=AIR CONDITIONER	O.R.=OFFICIAL RECORD BOOK	ESM't.=EASEMENT	S/W=SIDEWALK
–P––OVERHEAD POWER	D.B.=DEED BOOK	(C)=CALCULATED	D/W = DRIVEWAY
–T––OVERHEAD TELEPHONE	F.P.K.&D.=FOUND NAIL AND DISK	(R)=RECORD	COV.=COVERED
MAS.=MASONRY	P.C.P.=PERMENENT CONTROL POINT	C.B.=CHORD BEARING	R/W = RIGHT OF WAY
CONC.=CONCRETE	P.C.=POINT OF CURVATURE	RES.=RESIDENCE	TYP. = TYPICAL
X–100'=TYPICAL ELEVATION	C.M.P. = CORREGATED METAL PIPE	P/A=POOL PUMP ASSEMBLY	ELEV. = ELEVATION
N/R=NOT RECOVERABLE	R.C.P. = REINFORCED CONCRETE PIPE	W/C=WITNESS CORNER	N/A = NOT APPLICABLE
END=FOUND	M.E.S.=MITERED END SECTION		
W/F=WOOD FENCE	P.R.M. = PERMENENT REFERENCE MONUMENT		
F/W = FIELDWIRE FENCE	N.G.V.D.=NATIONAL GEODETIC VERTICAL DATUM		

FLOOD ZONE CERTIFICATE:
THIS IS TO CERTIFY THAT THE PROPERTY SHOWN HEREON FALLS WITHIN FLOOD ZONE X AS PER THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12101C0045F, DATED 09/26/2014.

CERTIFIED TO:
R & R Investments, LLC
Stewart Title Guaranty Company
Southern Title Services of Tampa Bay, Inc.

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE "MINIMUM TECHNICAL STANDARDS" FOR LAND SURVEYING IN THE STATE OF FLORIDA: CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE.

EDDIE P. JENKINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 5334
Certificate of Authorization LB6859

Digitally signed by Eddie P Jenkins
Date: 2023.11.03 10:49:54 -04'00'

TASK: BOUNDARY SURVEY

EDDIE P. JENKINS
SURVEYING AND MAPPING, INC.
4030 HIGHWAY 41 NORTH – LAND O LAKES, FL 34639
PHONE (813) 948–2666 FAX (813) 435–1763
jenkins.surveying@verizon.net – www.jenkins–surveying.com

F.B. LL PG.	JOB# 2310–21		
P.C. DM	SECTION 6–24–18		
DRAFT CJ	STATION # 4		
CHECK EPJ	SHEET 1	OF 1	

REVISIONS	DATE

87538

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-037 was published in said newspaper by print in the issues of 05/06/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **05/06/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

NOTICE OF PUBLIC HEARINGS
ON REZONINGS FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Board of County Commissioners will hold a public hearing **on Tuesday, May 19, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Nguyen Thien/Little Road MPUD (RZ-7721) petition for a rezoning from a E-R Estate-Residential District to a MPUD Master Planned Unit Development District for a parcel located on the east side of Little Road, approximately 500 feet north of Jasmine Boulevard (aka 13-25-16-0040-00000-1521 et al).

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing **on Thursday, May 21, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing **on Tuesday, June 16, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

2. R & R Property Investments LLC / R & R Property Shady Hills (RZ-7909) petition for a rezoning from an A-R Agricultural-Residential District to a C-2 General Commercial District for a parcel located on the east side of Shady Hills Road, approximately 75 feet north of the intersection of shady Hills Road and Floralton Drive (aka 06-24-18-0000-00100-0020 (portion of).

3. M&M Route 54 West LLC / Mitchell 54 West MPUD (RZ-7897) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District for a parcel located on the south side of State Road 54, approximately one-quarter mile west of Little Road (aka 23-26-16-0110-0D600-0000 et al).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE26-037

May 6, 2026 87538

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

Jim O'Brien As Authorized Representative

Owner and Record Title Holder(s) or Authorized Representative Name(s)

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 06-24-18-0000-00100-0020

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: R & R Property Investments LLC

Project Number: RZ-7909

Request: Rezone a portion of the property from AR Zoning District to C-2 zoning District.

That attached is the following:

_____ Proof of publication from the _____ (newspaper name, if applicable).

X Certificate of mailing for the notices which were mailed on 4/28/2026 (Date)

X Photos showing the placement of and language on the signage, which was posted on 4/29/26 (Date).

FURTHER AFFIANT SAYETH NOT

Jim O'Brien Jr. Name

4/29/2026 (Date)

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me me by means of [X] physical presence or [ ] online notarization, this 4/29/2026 (date) by Jim O'Brien (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

NOTARY PUBLIC

Christine Schneider
Comm.: HH 752329
Expires: Jan. 5, 2030
Notary Public - State of Florida

guidepubno(DH)

UNITED STATES POSTAL SERVICE.

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Product	Qty	Unit Price	Price
CTOM - Firm - Domestic	30		$21.00
CTOM - Firm - Domestic	30		$21.00
CTOM - Firm - Domestic	24		$16.80
Grand Total:			$58.80

Credit Card Remit $58.80
Card Name: MasterCard
Account #: XXXXXXXXXXXX9398
Approval #: 033820
Transaction #: 647
AID: A0000000042203 Chip
AL: US Debit
PIN: Not Required

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UNIFAM LAND TRUST BOSLEY RONALD F TRUSTEE
19902 JODI DR
LUTZ, FL 33558-5018

01 24 17 0000 00300 0000
STEFEN MICHAEL & SPOULAKIDAS ATHANASIOS
1215 CASTLE TER
TARPON SPRINGS, FL 34689-2401

01 24 17 0000 00400 0000
CANNIFF KENNETH A
18105 SHADY HILLS RD
SPRING HILL, FL 34610-1247

01 24 17 0000 49900 0000
PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

01 24 17 0000 49900 0020
PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

01 24 17 0010 00001 5941
BERTE LOUIS J
18530 HOLDEN DR
SPRING HILL, FL 34610-6767

01 24 17 0010 00001 6060
MONCADA EMILIO
15911 LANCER RD
SPRING HILL, FL 34610-1214

01 24 17 0010 00001 6070
RUHLE JAMES & ZIEGLER-RUHLE REBECCA
15910 LANCER RD
SPRING HILL, FL 34610-1215

01 24 17 0010 00001 6390
COMPOLA CANDIE
18321 MANTENO DR
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NEW PORT RICHEY, FL 34654

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7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

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PASCO COUNTY FACILITIES MANAGEMENT DEPT
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NEW PORT RICHEY, FL 34653-2359

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SH7 LLC
909 N 8TH ST STE 110
SHEBOYGAN, WI 53081

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BROOKSVILLE, FL 34610-1310

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TORRES LUIS
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LOCKE KEVIN W & ELIZABETH
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MAZZIOTTA JOHANNA & ROSA BENITA
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SPRING HILL, FL 34610

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BARRETT JOHN A SR & WANDA M
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BROOKSVILLE, FL 34610-1303

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WEISBERG MAURICE & SUSAN
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SPRING HILL, FL 34610-1303

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SIMPSON PENNY M
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SPRING HILL, FL 34610-1301



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CHRISTMAN JAN ELLEN
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PLUM CAROL ANN
8405 APPLE ORCHARD RD
SPRING HILL, FL 34608

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PLUM CAROL ANN
8405 APPLE ORCHARD RD
SPRING HILL, FL 34608

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DUNANWAY KERRY & CONDON TAMMY R
18522 FLORALTON DR
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DUNDERMAN DANIEL C & MELISSA
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LUIS RAUL J & FELICIANO-LUIS CARMEN M
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DIAZ EDEY FERNANDEZ & GODOY YUNISLEIDY CARO
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SPRING HILL, FL 34610

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MCINTURFF SANDRA A & JIMMY D
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TEDESCO JACK E
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SPRING HILL, FL 34610-1308

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URODA STANLEY J & CHERYL D
18812 FLORALTON DR
SPRING HILL, FL 34610-1309

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MCBRIDE CAROL A & CALLAHAN KERRI M
18828 FLORALTON DR
SPRING HILL, FL 34610-1309

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SCHLENKERMAN ROBERT M & MOLLY JO
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SPRING HILL, FL 34610-1309

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CHEN YUMING
286 ROYAL PALM WAY
SPRING HILL, FL 34608-9428

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LODATO MICHAEL & LYNN
171 IRA RD
MOUNT SINAI, NY 11766-3506

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ANDERSON KATHERINE
18210 FLORALTON DR
SPRING HILL, FL 34610-1300

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CURL DANELLE
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SPRING HILL, FL 34610-1342

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JOHNS JOY ANNETTE & MOODY NICHOLAS R & CHRISTY DAWN
18202 FLORALTON DR
SPRING HILL, FL 34610-1300

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FORTY NINE ACRES INC
C/O JIREH INCPO BOX 1608
TARPON SPRINGS, FL 34688-1608

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FORTY NINE ACRES INC
PO BOX 1608
TARPON SPRINGS, FL 34688-1608

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BRUCE 3 LLC
4705 CENTER BLVD APT #2209
LONG ISLAND, NY 11109

06 24 18 0040 00002 5206
AUTOZONE STORES INC
PO BOX 2198 DEPT 8088
MEMPHIS, TN 38101-2198

06 24 18 0040 00002 5208
SHADY HILLS TWO ACRES TRUST
4590 N W SHAFER DR
MONTICELLO, IN 47960

06 24 18 0040 49900 0010
PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

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PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359



BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 3 **FILE NO.:** PDE26-7897 **DATE:** 6/16/2026

SUBJECT: Zoning Amendment Substantial Modification (Regular) — Mitchell 54 West MPUD – M&M ROUTE 54 WEST LLC – A Substantial Amendment to the Mitchell 54 West MPUD Master Planned Unit Development District to Remove the Transit Oriented Design and Mixed Use Trip Reduction Measures Requirements and to Reduce the Non-Residential Entitlements to 460,000 Square Feet of Commercial and Add 240 Hotel Rooms and Associated Infrastructure on Approximately 330 Acres Located in Southwest Pasco County on the Southwest Quadrant of the Intersection of State Road 54 and Little Road

REFERENCES: All Planning Commission (PC) and Board of County Commissioner (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC at NPR 5/21/2026 - BCC at NPR 6/16/206

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Approve the MPUD rezoning request subject to the attached rezoning Conditions of Approval. Authorize the Chairman to execute one original of the Resolution provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment – MPUD Master Planned Unit Development ; Section 522 – MPUD Zoning District.

Proposed is a substantial amendment to the Mitchell 54 West MPUD Master Planned Unit Development District to reduce the non-residential entitlements to 460,000 square feet (sf) of Commercial and add 240 hotel rooms associated infrastructure on approximately 330 acres located in southwest Pasco County on the southwest quadrant of the intersection of State Road 54 and Little Road.

The table below identifies the currently approved entitlements compared against the existing/built entitlements and the new total of entitlements through this substantial modification.

Approved Entitlements	Existing Built Entitlements	New Total Entitlements
980,000 sf Commercial	175,000 sf Commercial	460,000 sf Commercial

800 Residential Dwelling Units	240 Single Family Detached 422 Townhomes	662 Residential Dwelling Units
*LUEM Currently allows exchanges to multi-family		240 Hotel Rooms
		*LUEM prohibits conversion to residential

This proposed substantial modification also removes the Mixed-Use Trip Reduction Measures (MUTRM) and Transit Oriented Design (TOD) requirements that were originally given to this MPUD. The developer, as a result of both the MUTRM and TOD plan approval with the original MPUD, received the applicable impact fee reductions given to both styles of development. There is a companion amendment to an Economic Development Agreement (EDA), which requires the developer to pay the County back for anything built within the MPUD that received these impact fee reductions as a result of the removal of both the MUTRM and TOD plans (PDE26-0571). Currently, the estimated total for the reimbursement to the County stands at $3.5 million.

There are no changes to the external site access improvements, trip generation monitoring table, right of way dedication, or the master roadway phasing exhibits. These are attached hereto. The MPUD has added a binding concept plan, binding connectivity plan, binding materials palette plan, binding master landscape plan, and binding master landscape package exhibit to this submittal, which are also attached hereto. Additionally, the Land Use Equivalency Matrix (LUEM) has been updated with this substantial modification to prohibit any conversion to residential dwelling units.

The binding concept plan and connectivity plan highlight the pedestrian movements that are proposed within the subject site, illustrating pedestrian/bike circulation to and from existing commercial and residential development. The master landscape plan and materials palette illustrate the steps being taken to break up parking and provide human-scale plantings and architecture to frame internal drives and buildings. Additionally, specific building orientation conditions have been included to guide non-residential development and to provide shared social places between different non-residential users. All master infrastructure depicted on the connectivity plan shall be constructed prior to the final building inspection for the first certificate of occupancy within the center. For the purposes of clarity, there are parcels included in this MPUD that are not a part of the binding plans nor contiguous with the binding plans in the southeastern portion of the subject site along Little Road (Parcel IDs: 26 26 16 0000 00100 0100 and 26 26 16 0000 00100 0110). These particular parcels shall be non-residential and the form and orientation of these uses is expressly governed by condition 10, which specifies building and parking orientation and the requirement of integrating a social gathering space to be identified on the first PDP/PSP submittal

for these parcels.

The applicant is also seeking the following variations from the LDC:

LDC Section 905.2.D.5 - Site Perimeter Landscape Buffering and Screening – The applicant requests a variation to this section of the LDC due to the Binding Landscape Plan.

LDC Section 905.2.D.4 - Building Perimeter Landscaping - The applicant requests a variation to this section of the LDC due to the Binding Landscape Plan.

STAFF VARIATION REQUEST(S) ANALYSIS:

LDC Section 905.2.D.5 - Site Perimeter Landscape Buffering and Screening - Preliminary Site and Construction Plans are approved on a parcel-by-parcel basis for the property covered by the MPUD Binding Concept Plan. The LDC treats each of those parcels as individual parcels and requires site perimeter landscape buffering and screening for each of the parcels. This LDC requirement will isolate the various non-residential parcels instead of integrating the users within the project. The Binding Plans (Exhibits C, D, E, K and L) provide a well landscaped, architecturally themed, integrated project; and therefore, meet the intent and purpose of the LDC. Given this, PDE is amenable to this request.

LDC Section 905.2.D.4 - Building Perimeter Landscaping - Special attention has been given to the layout of the home improvement store to facilitate its unique need for material delivery, loading, staging, and shipments. Because of this, the one size fits all building perimeter landscaping requirements need to be adjusted to meet the specific needs of this end user. The proposed design accommodates the required landscape perimeter length and width, but because of the unique attributes described above, it is short of the overall area (square footage) of building perimeter landscaping required by the LDC. In order to meet the intent of the County's landscape code, this deficit has been offset with enhanced buffer landscaping around the perimeter of the home improvement store parcel as depicted on the Master Landscape Plan and in the Master Landscape Package. Given this, PDE is amenable to this request.

This agenda memo was prepared by William Vermillion, Senior Planner, AICP, CNU-A

SITE DETAILS

The project is located in the South Market Area, on the southwest quadrant of the intersection of State Road 54 and Little Road (Parcel ID Nos.: 23-26-16-0110-0D600-0000, et. al.).

Commission District:	The Honorable Kathryn Starkey
Project Name:	Mitchell 54 West

Applicants' Name(s) :	M&M
Current Zoning District:	MPUD Master Planned Unit Development District
Proposed Zoning District:	MPUD Master Planned Unit Development District
Future Land Use (FLU) Classification:	Planned Development (PD)
Water/Sewage:	Pasco/Pasco
Flood Zone:	A & AE
Requested Entitlements:	460k sf Commercial (175k built), 240 Hotel Rooms, and 662 Residential DU (built)
Roads/Access:	SR 54 (public), Little Road (public), Bear Landing Way (public), Legends Pasture Road (public)

MPUD SURROUNDING CONDITIONS ANALYSIS

1. The surrounding area is characterized by single-family detached development and town home development on the periphery of the intersectional node of SR 54 and Little Road transitioning to commercial development occupying the core internal areas of the node.

SURROUNDING ZONING AND LAND USES

	Zoning District	Future Land Use (FLU)	Existing Use
North	PUD Planned Unit Development, A-C Agricultural District, C-2 General Commercial District	RES-6 (Residential 6 du/ga), RES-9 (Residential 9 du/ga)	Vacant/ Commercial Development
South	A-C Agricultural District (School Site J.W. Mitchell)	RES-6 (Residential 6 du/ga), RES-9 (Residential 9 du/ga)	School Site
East	C-2 General Commercial District	ROR (Retail/Office/Residential)	Commercial Development
West	MPUD Master Planned Unit Development (Trinity Communities)	RES-3 (Residential 3 du/ga)	Residential Development

PREVIOUS ZONING ACTION(S) AND BACKGROUND DETAILS

On May 19, 2015, the BCC approved a rezoning for this property from A-C Agricultural District, C-2 General Commercial District, and MPUD Master Planned Unit Development District to the Mitchell 54 West MPUD Master Planned Unit Development District (RZ 7116; PDD15-1032).

On January 13, 2017, the BCC entered into a Cooperative Economic Development Agreement with Mitchell 54 Venture, LLC, a Delaware limited liability company (the "2017 Agreement").

On March 27, 2018, the BCC approved an Amended and Restated Economic Development Agreement assigning the 2017 Agreement from Mitchell 54 Venture to Mitchell Ranch Partnership, LTD (the "March 2018 Agreement").

On November 14, 2018, the BCC approved a substantial amendment to the Mitchell 54 West MPUD Master Planned Unit Development District (RZ 7116; PDD 19-0174) for the following entitlements: 980,000 SF Commercial & Mixed Use and 800 Residential Units, subject to Land Use Equivalency Matrix (LUEM) exchanges.

On November 27, 2018, the BCC approved an Amended and Restated Economic Development Agreement assigning the March 2018 Agreement from Mitchell Ranch Partnership, LTD. to M&M Route 54 West LLC.

On April 27, 2021, the PDD approved a Non-Substantial Modification to amend the MPUD to approve the TOD Concept Plan for Rezoning Petition Number 7116.

On December 6, 2022, the County approved a First Amendment to the November 27, 2018, Amended and Restated Cooperative Economic Development Agreement between Pasco County, Florida and M&M Route 54 West LLC.

On September 15, 2023, the PDD approved a request to utilize the approved Mitchell 54 West MPUD LUEM to exchange a total of 143,085 square feet of commercial/retail for 539 multi-family dwelling units.

FINDING OF FACT

1. The subject sites are currently undeveloped aside from the existing roadway infrastructure onsite. There is currently commercial development constructed at the hard corner of Little Road and SR 54 with single family homes and townhomes constructed to the south of the vacant subject sites within the Mitchell 54 West MPUD.
2. There are several GoPasco stops around the intersection of SR 54 and Little Road (6 in total), with one stop interior to the subject site on Legends Pasture Road.
3. The applicant will be widening the pedestrian infrastructure on the south side of SR 54 to a ten (10) foot multi-use path as shown on the connectivity plan. The connectivity plan also illustrates the already existing 10 (ten) foot multi-use paths already constructed on Bear Landing Way and Legends Pasture Road.
4. This proposal includes a Binding Concept Plan and Binding Connectivity Plan as a

part of the substantial modification.
5. This project has included the standard Live Local provisions.
6. The Planning Commission voted unanimously to recommend approval with conditions on the proposed substantial amendment to the Board of County Commissioners at the May 21, 2026, Planning Commission hearing in New Port Richey.
7. LDC Section 402.2.C.8 specifies that variations from this Code may be reviewed and approved by the PC and BCC during the public hearing held on any application for an MPUD zoning amendment and the BCC finds, in the particular case, that the proposed variation(s) meet(s) or exceed(s) the intent of the Code. The Planning, Development and Economic Growth Department (PDE) has reviewed the requested variation(s) and finds that they meet the intent of the LDC as noted.
8. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.

PRELIMINARY FEASIBILITY ANALYSIS

A preliminary feasibility analysis was conducted by the PDE. The following assessments/comments/conditions are derived from the various County departments and other agencies.

1. Timing and Phasing (T&P) and/or Substandard Road Analysis (SSRA): The PDE Transportation Planner concluded that the reduction of entitlements in this proposal does not generate more than 50 am/pm peak trips and is exempt from T&P analysis. State Road 54 and Little Road are both standard roadways.
2. Pasco County Utilities (PCU): PCU is in agreement with the conditions provided herein.
3. Pasco Sheriff's Office (PSO): The PSO did not provide comments on this proposal.
4. Fire: Fire Services issued no comments on this proposal.
5. Emergency Management: The Emergency Management Department issued no comments on this proposal.
6. School District: There is no additional residential units being added with this proposal.
7. Parks, Recreation, and Natural Resources (PRNR): The PRNR is in agreement with the conditions provided herein.
8. Office of Economic Growth (OEG): OEG is in agreement with the proposed EDA which facilitates the modifications identified in this substantial amendment to the MPUD.

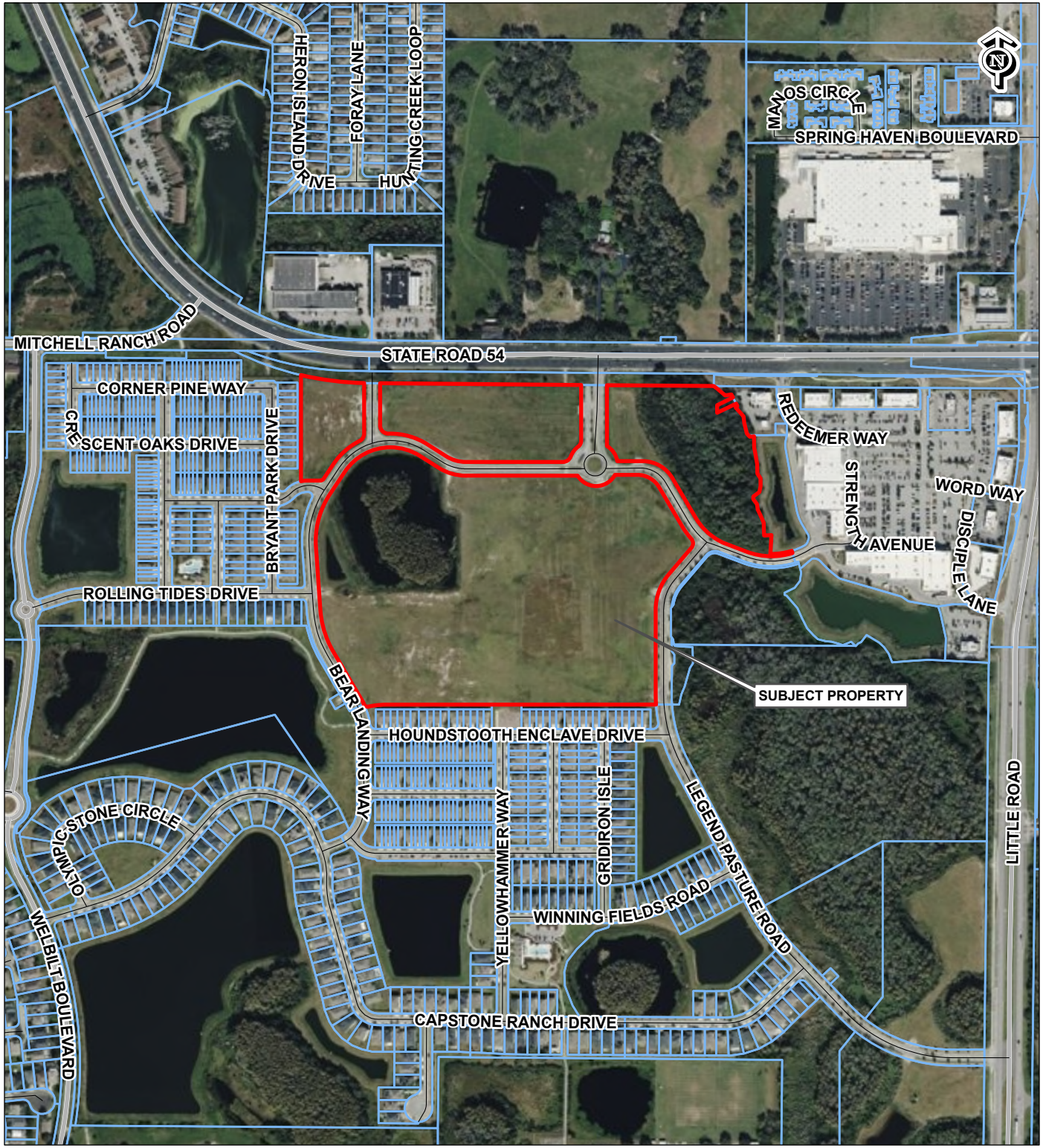
FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:

Retail one original.

ATTACHMENT(S):

1. PDE26-7897: Visuals
2. PDE26-7897: Resolution
3. PDE26-7897: Exhibits A-L (Legal, COA's, Master Plan, Binding Plans, LUEM, etc.)
4. PDE26-7897: Letter of Opposition
5. PDE26-7897: Public Notice
6. PDE26-7897: Affidavit of Publication



RZ-7897
MPUD TO MPUD

23-26-16-0110-0D600-0000 ET AL

M&M ROUTE 54 WEST LLC
1260 STELTON RD
PISCATAWAY , NJ 08854-5282

PHYSICAL ADDRESS:
3215 BEAR LANDING WAY

TAZ-163
COMMISSION DISTRICT: 3

SUBJECT PROPERTY

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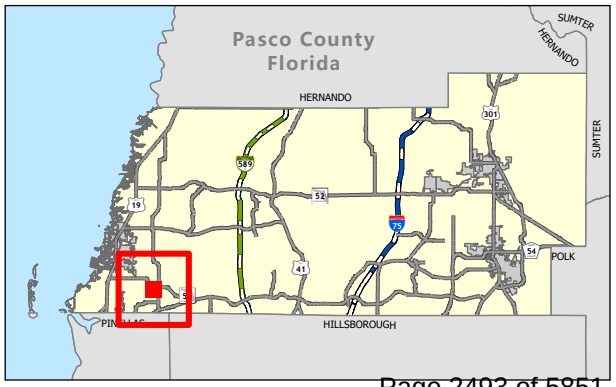

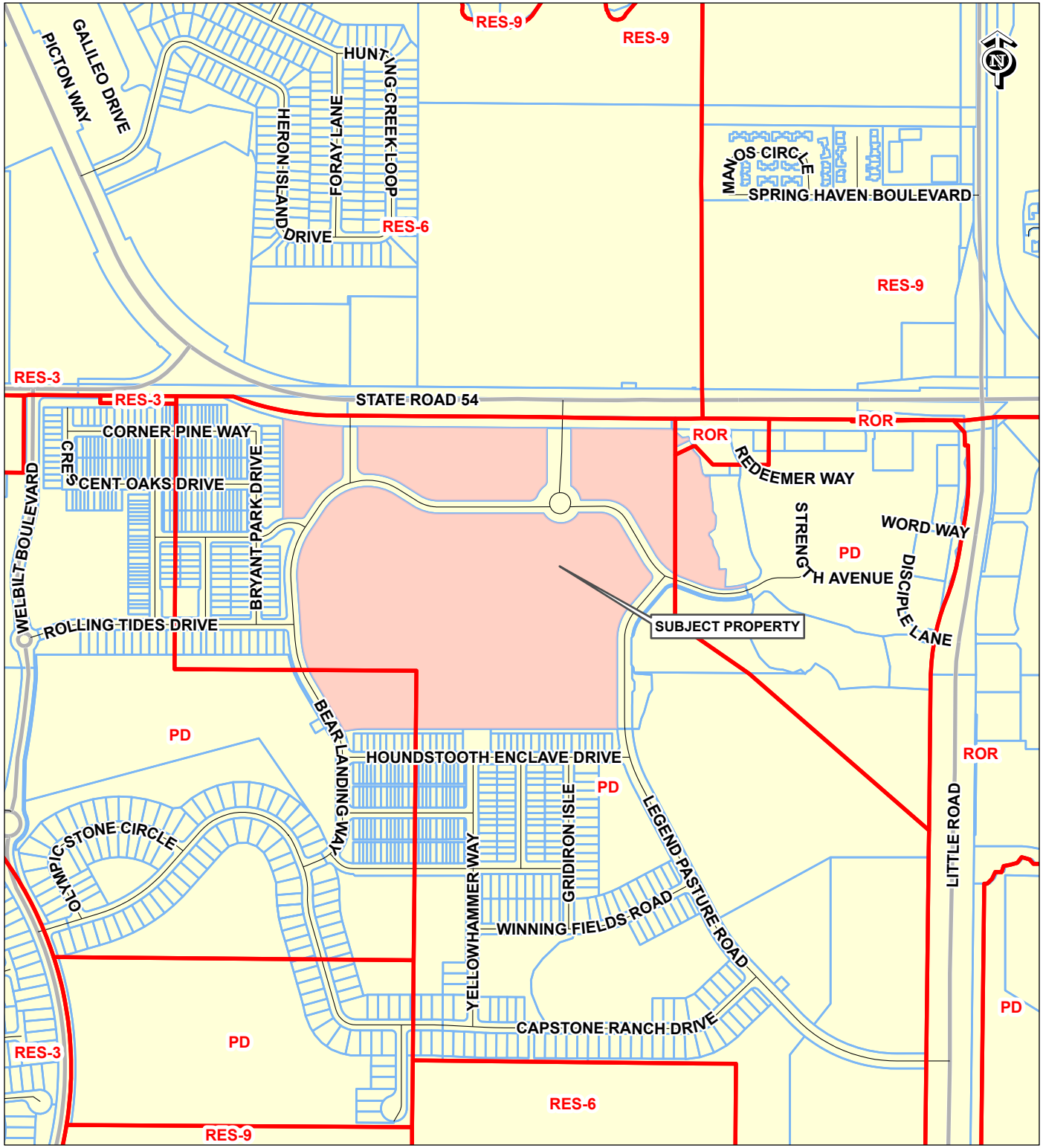

RZ-7897
MPUD TO MPUD

23-26-16-0110-0D600-0000 ET AL

M&M ROUTE 54 WEST LLC
1260 STELTON RD
PISCATAWAY , NJ 08854-5282

PHYSICAL ADDRESS:
3215 BEAR LANDING WAY

TAZ-163
COMMISSION DISTRICT: 3

SUBJECT PROPERTY
FUTURE LAND USE 2025

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Feet

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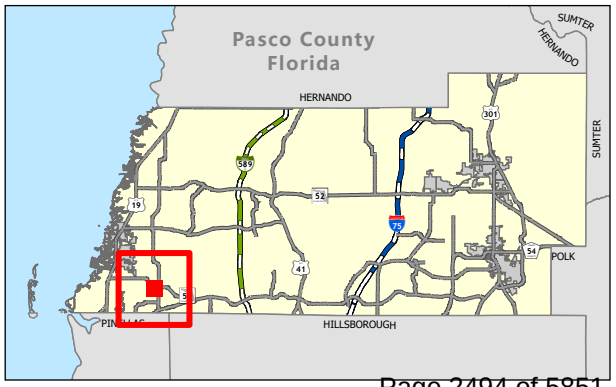

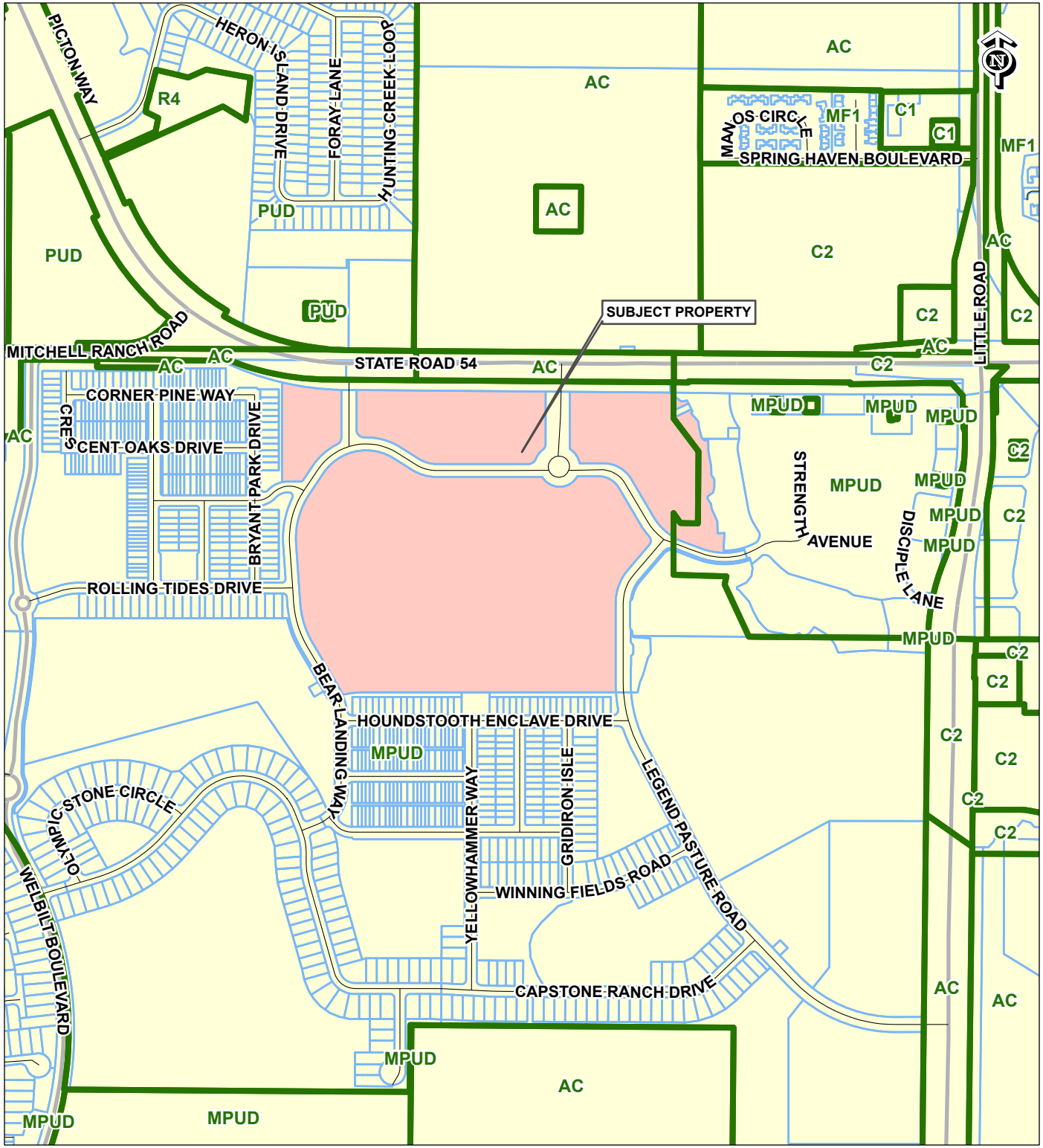

RZ-7897
MPUD TO MPUD

23-26-16-0110-0D600-0000 ET AL

M&M ROUTE 54 WEST LLC
1260 STELTON RD
PISCATAWAY , NJ 08854-5282

PHYSICAL ADDRESS:
3215 BEAR LANDING WAY

TAZ-163
COMMISSION DISTRICT: 3

SUBJECT PROPERTY
EXISTING ZONING

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Feet

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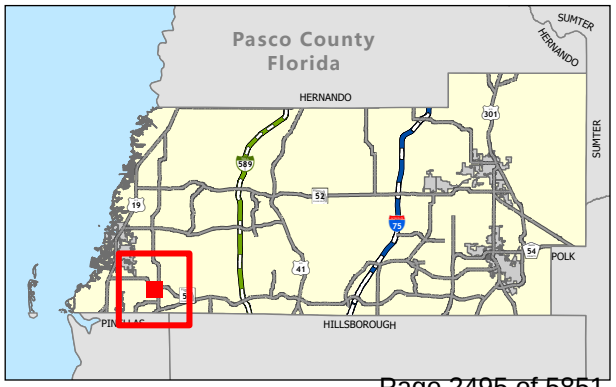


BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. 26-57RZ**

RESOLUTION AMENDING ZONING CLASSIFICATION OF PROPERTY FROM AN MPUD MASTER PLANNED UNIT DEVELOPMENT DISTRICT TO AN MPUD MASTER PLANNED UNIT DEVELOPMENT DISTRICT AS DESCRIBED IN REZONING PETITION NO. 7897

WHEREAS, the Board of County Commissioners of Pasco County, after due public notice, held a public hearing on June 16th, 2026, on Rezoning Application No. 7897; and

WHEREAS, the Board of County Commissioners has heard the presentation and evidence of the applicant and individuals in opposition to and in favor of the application; and

WHEREAS, the Board of County Commissioners has reviewed the report and recommendations of the Planning Commission and the recommendation of the County staff and does hereby adopt the following findings of fact:

FINDINGS OF FACT

1. The subject sites are currently undeveloped aside from the existing roadway infrastructure onsite. There is currently commercial development constructed at the hard corner of Little Road and SR 54 with single family homes and townhomes constructed to the south of the vacant subject sites within the Mitchell 54 West MPUD.
2. There are several GoPasco stops around the intersection of SR 54 and Little Road (6 in total), with one stop interior to the subject site on Legends Pasture Road.
3. The applicant will be widening the pedestrian infrastructure on the south side of SR 54 to a ten (10) foot multi-use path as shown on the connectivity plan. The connectivity plan also illustrates the already existing 10 (ten) foot multi-use paths already constructed on Bear Landing Way and Legends Pasture Road.

4. This proposal includes a Binding Concept Plan and Binding Connectivity Plan as a part of the substantial modification.
5. This project has included the standard Live Local provisions.
6. The Planning Commission voted unanimously to recommend approval with conditions on the proposed substantial amendment to the Board of County Commissioners at the May 21, 2026, Planning Commission hearing in New Port Richey.
7. LDC Section 402.2.C.8 specifies that variations from this Code may be reviewed and approved by the PC and BCC during the public hearing held on any application for an MPUD zoning amendment and the BCC finds, in the particular case, that the proposed variation(s) meet(s) or exceed(s) the intent of the Code. The Board of County Commissioners (BCC) has reviewed the requested variation(s) and finds that they meet the intent of the LDC as noted.
    a. LDC Section 905.2.D.5 - Site Perimeter Landscape Buffering and Screening - Preliminary Site and Construction Plans are approved on a parcel-by-parcel basis for the property covered by the Binding MPUD Concept Plan. The LDC treats each of those parcels as individual parcels and requires site perimeter landscape buffering and screening for each of the parcels. This LDC requirement will isolate the various non-residential parcels instead of integrating the users within the project. The Binding Plans (Exhibits C, D, E, K and L) provide a well landscaped, architecturally themed, integrated project; and therefore, meet the intent and purpose of the LDC.
    b. LDC Section 905.2.D.4 - Building Perimeter Landscaping - Special attention has been given to the layout of the home improvement store to

facilitate its unique need for material delivery, loading, staging, and shipments. Because of this, the one size fits all building perimeter landscaping requirements need to be adjusted to meet the specific needs of this end user. The proposed design accommodates the required landscape perimeter length and width, but because of the unique attributes described above it is short of the overall area (square footage) of building perimeter landscaping required by the LDC. In order to meet the intent of the County's landscape code, this deficit has been offset with enhanced buffer landscaping around the perimeter of the home improvement store parcel as depicted on the Master Landscape Plan and in the Master Landscape Package.

8. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.

WHEREAS, the Board of County Commissioners has taken into consideration other factors relevant to the decision as to whether the zoning classification should be approved for the subject property.

WHEREAS, a description of the real property is attached hereto as Exhibit A and is made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled with a quorum present and voting, this 16th day of June, 2026, that the zoning classification of the following described real property is hereby amended to an MPUD Master Planned Unit Development, subject to the amended

and restated conditions and master plan for the Mitchell 54 West MPUD as set forth in Exhibits B and C attached hereto and made part hereof.

DONE AND RESOLVED this 16th day of June 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

ATTEST:

_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____
JACK MARIANO, CHAIRMAN

Official Records Book 4042, Page 1444 of the Public Records of Pasco County, Florida, same being the point of intersection with a non-tangent curve, concave Northerly; thence Easterly along said Southerly Right-of-Way line of STATE ROAD 54, as described in Official Records Book 4042, Page 1444, along the arc of said curve, from a radial bearing of N21°20'12"E, having a radius of 1,278.23 feet, a central angle of 11°00'24", an arc length of 245.55 feet, and a chord bearing S74°10'00"E, for 245.17 feet, to the point of intersection with a non-tangent line; thence leaving said Southerly Right-of-Way line of STATE ROAD 54, S00°01'05"W, for 500.50 feet; thence S89°59'04"E, for 92.95 feet; thence S56°18'14"E, for 60.00 feet; thence S33°41'46"W, for 30.91 feet to the point of curvature of a curve concave Easterly; thence Southerly along the arc of said curve, having a radius of 370.00 feet, a central angle of 37°42'42", an arc length of 243.53 feet, and a chord bearing S14°50'25"W, for 239.16 feet to the point of tangent; thence S04°00'56"E, for 275.91 feet to the point of curvature of a curve concave Easterly; thence Southerly along the arc of said curve, having a radius of 420.00 feet, a central angle of 26°33'08", an arc length of 194.64 feet, and a chord bearing S17°17'30"E, for 192.90 feet to the point of tangent; thence S30°34'04"E, for 243.42 feet to the point of curvature of a curve concave Southwesterly; thence Southeasterly along the arc of said curve, having a radius of 280.00 feet, a central angle of 04°11'38", an arc length of 20.49 feet, and a chord bearing S28°28'15"E, for 20.49 feet to the point of reverse curvature of a curve concave Northeasterly; thence Southeasterly along the arc of said curve, having a radius of 20.00 feet, a central angle of 75°08'52", an arc length of 26.23 feet, and a chord bearing S63°56'53"E, for 24.39 feet, to the point of reverse curvature of a curve concave Southerly; thence Easterly along the arc of said curve, having a radius of 430.00 feet, a central angle of 11°29'58", an arc length of 86.30 feet, and a chord bearing N84°13'40"E, for 86.16 feet, to the point of tangent; thence N89°58'40"E, for 1,273.44 feet; thence N12°57'19"E, for 46.76 feet; thence N23°15'22"E, for 35.60 feet; thence N15°57'57"E, for 85.29 feet; thence N33°28'29"E, for 24.23 feet; thence N01°35'22"W, for 70.56 feet; thence N86°01'21"W, for 30.54 feet; thence N85°58'46"W, for 46.98 feet; thence N37°56'19"W, for 7.08 feet; thence N07°11'50"W, for 22.86 feet; thence N36°56'00"W, for 16.64 feet; thence N00°00'00"E, for 116.04 feet to the point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 167.50 feet, a central angle of 02°47'00", an arc length of 8.14 feet, and a chord bearing N01°23'30"E, for 8.14 feet to the point of intersection with a non-tangent line; thence N38°42'42"E, for 18.22 feet to the point of intersection with a non-tangent curve, concave Southeasterly; thence Northeasterly along the arc of said curve, with a radial bearing of S81°50'27"E, having a radius of 157.50 feet, a central angle of 32°18'25", an arc length of 88.81 feet, and a chord bearing N24°18'46"E, for 87.64 feet, to the point of tangent; thence N40°27'59"E, for 171.49 feet to the point of curvature of a curve concave Southerly; thence Easterly along the arc of said curve, having a radius of 40.00 feet, a central angle of 70°22'49", an arc length of 49.13 feet, and a chord bearing N75°39'23"E, for 46.10 feet to the point of tangent; thence S69°09'13"E, for 111.09 feet to the point of curvature of a curve concave Northerly; thence Easterly along the arc of said curve, having a radius of 363.00 feet, a central angle of 40°05'33", an arc length of 254.01 feet, and a chord bearing S89°11'59"E, for 248.86 feet to the point of intersection with a non-tangent line; thence S14°45'00"E, for 40.14 feet; thence S08°47'03"W, for 36.27 feet; thence S36°41'57"W, for 38.12 feet; thence S64°01'30"W, for 49.44 feet; thence S01°29'49"W, for 8.74 feet; thence S65°28'37"E, for 10.67 feet; thence S40°49'34"E, for 71.12 feet; thence S24°25'58"E, for 50.22 feet; thence S27°01'34"E, for 47.77 feet; thence S42°44'00"E, for 41.35 feet; thence S46°57'57"E, for 26.27 feet; thence S76°35'44"E, for 34.77 feet; thence S84°38'51"E, for 26.74 feet; thence S73°27'33"E, for 34.82 feet; thence S70°12'24"E, for 15.86 feet; thence N67°10'39"E, for 39.52 feet; thence S45°47'56"E, for 28.28 feet; thence N41°43'35"E, for 15.76 feet; thence N64°20'38"E, for 11.49 feet; thence N64°16'59"E, for 4.26 feet; thence N37°41'42"E, for 38.23 feet; thence S58°53'21"E, for 63.12 feet; thence S47°30'02"E, for 28.50 feet; thence S35°47'44"E, for 35.15 feet; thence S22°14'29"E, for 42.92 feet; thence N84°39'59"E, for 63.75 feet; thence N86°43'45"E, for 94.58 feet; thence S87°27'23"E, for 74.94 feet; thence S87°05'04"E, for 190.93 feet to the point of intersection with said Westerly Right-of-Way line of LITTLE ROAD, as described in Official Records Book 1469, Page 1422; thence S00°39'53"W, along said Westerly Right-of-Way line of LITTLE ROAD, as described in Official Records Book 1469, Page 1422, for 780.35 feet; thence leaving said Westerly Right-of-Way line of LITTLE ROAD, as described in Official Records Book 1469, Page 1422, N90°00'00"W, for 456.21 feet; thence S00°00'00"E, for 680.15 feet; thence S38°32'44"W, for 123.81 feet to the point of intersection with a non-tangent curve, concave Northerly; thence Easterly along the arc of said curve, with a radial bearing of N38°32'44"E, having a radius of 617.50 feet, a central angle of 38°32'44", an arc length of 415.42 feet, and a chord bearing S70°43'38"E, for 407.63 feet, to the point of tangent; thence N90°00'00"E, for 137.99 feet to the point of intersection with said Westerly Right-of-Way line of LITTLE ROAD, as described in Official Records Book 1469, Page 1422; thence S00°39'53"W, along said Westerly Right-of-Way line of LITTLE ROAD, as described in Official Records Book 1469, Page 1422, for 70.00 feet; thence leaving said Westerly Right-of-Way line of LITTLE ROAD, as described in Official Records Book 1469, Page 1422, S90°00'00"W, for 137.18 feet to the point of curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 687.50 feet, a central angle of 38°32'44", an arc length of 462.51 feet, and a chord bearing N70°43'38"W, for 453.84 feet to the point of intersection with a non-tangent line; thence S38°32'44"W, for 109.94 feet; thence S00°00'00"E, for 584.10 feet; thence N90°00'00"E, for 628.06 feet to the point of intersection with said Westerly Right-of-Way line of LITTLE ROAD, as described in Official Records Book 1469, Page 1422; thence S00°39'53"W, along said Westerly Right-of-Way line of LITTLE ROAD, as described in Official Records Book 1469, Page 1422, for 174.00 feet to the POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING M&M PARCELS

Developer Parcels

PARCEL 1 (M&M COMMERCIAL):

A parcel of land being a portion of Sections 23 and 26, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of the Southeast 1/4 of Section 23, Township 26 South, Range 16 East, Pasco County, Florida; thence N00°10'18"E, along the West line of said Southeast 1/4 of Section 23 (being the basis of bearings for this legal description), for 1,186.46 feet to the point of intersection with the South Right-of-Way line of STATE ROAD 54, as described in Official Records Book 2058, Page 1993, and Official Records Book 2059, Page 1, both of the Public Records of Pasco County, Florida, same being the POINT OF BEGINNING; thence leaving said West line of the Southeast 1/4 of Section 23, S89°32'48"E, along said South Right-of-Way line of STATE ROAD 54, as described in Official Records Book 2059, Page 1, and Official Records Book 2058, Page 1999, of the Public Records of Pasco County, Florida, respectively, for 1,183.46 feet; thence leaving said South Right-of-Way line of STATE ROAD 54, according to Official Records Book 2058, Page 1999, S00°27'12"W, for 53.70 feet; thence S52°55'46"E, for 18.78 feet; thence S49°59'15"E, for 46.05 feet; thence N81°22'55"E, for 28.05 feet; thence S27°00'44"E, for 15.26 feet to the point of intersection with the Westerly line of that certain property as described in Official Records Book 4216, Page 1356 of the Public Records of Pasco County, Florida; thence along said Westerly line of that certain property as described in Official Records Book 4216, Page 1356 the following three (3) courses: (1) thence S64°29'40"W, for 77.17 feet; (2) thence S00°00'51"E, for 33.24 feet; (3) thence N64°29'40"E, for 92.27 feet; thence leaving said Westerly line of that certain property as described in Official Records Book 4216, Page 1356, S27°00'44"E, for 11.71 feet; thence S45°50'13"W, for 9.95 feet; thence S40°59'00"E, for 51.02 feet; thence S07°59'39"E, for 29.08 feet; thence S12°52'33"E, for 47.84 feet; thence S45°41'57"E, for 18.80 feet; thence N86°17'41"E, for 18.19 feet; thence S01°00'16"E, for 50.44 feet; thence S10°19'26"E, for 21.96 feet; thence S09°58'46"E, for 51.15 feet; thence S01°54'20"E, for 40.31 feet; thence S34°05'10"E, for 24.92 feet; thence S00°10'13"W, for 34.68 feet; thence S12°12'20"W, for 26.37 feet; thence S53°33'19"W, for 31.88 feet; thence S04°01'54"W, for 10.83 feet; thence S34°58'03"E, for 28.28 feet; thence S07°48'57"E, for 24.52 feet; thence S26°04'58"E, for 27.76 feet; thence S23°35'24"E, for 35.01 feet; thence S00°40'51"E, for 34.18 feet; thence S03°58'09"E, for 21.19 feet; thence N86°52'30"E, for 31.46 feet; thence S03°02'10"W, for 82.63 feet to the point of intersection with a non-tangent curve, concave Northerly; thence Easterly along the arc of said curve, with a radial bearing of N00°56'28"E, having a radius of 300.00 feet, a central angle of 18°09'08", an arc length of 95.04 feet, and a chord bearing N81°51'54"E, for 94.65 feet, to the point of intersection with a non-tangent line; thence S17°12'40"E, for 53.00 feet to the point of intersection with a non-tangent curve, concave Northerly; thence Easterly along the arc of said curve, with a radial bearing of N17°12'40"W, having a radius of 353.00 feet, a central angle of 02°09'45", an arc length of 13.32 feet, and a chord bearing N71°42'27"E, for 13.32 feet, to the point of intersection with a non-tangent line; thence S14°45'00"E, for 10.03 feet to the point of intersection with a non-tangent curve, concave Northerly; thence Westerly along the arc of said curve, with a radial bearing of N19°14'46"W, having a radius of 363.00 feet, a central angle of 40°05'33", an arc length of 254.01 feet, and a chord bearing N89°11'59"W, for 248.86 feet, to the point of tangent; thence N69°09'13"W, for 111.09 feet to the point of curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 40.00 feet, a central angle of 70°22'49", an arc length of 49.13 feet, and a chord bearing S75°39'23"W, for 46.10 feet to the point of tangent; thence S40°27'59"W, for 171.49 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 157.50 feet, a central angle of 32°18'25", an arc length of 88.81 feet, and a chord bearing S24°18'46"W, for 87.64 feet to the point of intersection with a non-tangent line; thence S38°42'42"W, for 18.22 feet to the point of intersection with a non-tangent curve, concave Easterly; thence Southerly along the arc of said curve, with a radial bearing of S87°13'00"E, having a radius of 167.50 feet, a central angle of 02°47'00", an arc length of 8.14 feet, and a chord bearing S01°23'30"W, for 8.14 feet, to the point of tangent; thence S00°00'00"E, for 116.04 feet; thence S36°56'00"E, for 16.64 feet; thence S07°11'50"E, for 22.86 feet; thence S37°56'19"E, for 7.08 feet; thence S85°58'46"E, for 46.98 feet; thence S86°01'21"E, for 30.54 feet; thence S01°35'22"E, for 70.56 feet; thence S33°28'29"W, for 24.23 feet; thence S15°57'57"W, for 85.29 feet; thence S23°15'22"W, for 35.60 feet; thence S12°57'19"W, for 46.76 feet; thence S89°58'40"W, for 1,273.44 feet to the point of curvature of a curve, concave Southerly; thence Westerly along the arc of said curve, having a radius of 430.00 feet, a central angle of 11°29'58", an arc length of 86.30 feet, and a chord bearing S84°13'40"W, for 86.16 feet, to the point of reverse curvature of a curve concave Northeasterly; thence Northwesterly along the arc of said curve, having a radius of 20.00 feet, a central angle of 75°08'52", an arc length of 26.23 feet, and a chord bearing N63°56'53"W, for 24.39 feet, to the point of reverse curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 280.00 feet, a central angle of 04°11'38", an arc length of 20.49 feet, and a chord bearing N28°28'15"W, for 20.49 feet, to the point of tangent; thence N30°34'04"W, for 243.42 feet to

the point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 420.00 feet, a central angle of 26°33'08", an arc length of 194.64 feet, and a chord bearing N17°17'30"W, for 192.90 feet to the point of tangent; thence N04°00'56"W, for 275.91 feet to the point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 370.00 feet, a central angle of 37°42'42", an arc length of 243.53 feet, and a chord bearing N14°50'25"E, for 239.16 feet to the point of tangent; thence N33°41'46"E, for 30.91 feet; thence N56°18'14"W, for 60.00 feet; thence N89°59'04"W, for 92.95 feet; thence N00°01'05"E, for 500.50 feet to the point of intersection with said South Right-of-Way line of STATE ROAD 54, as described in Official Records Book 4042, Page 1444, of the Public Records of Pasco County, Florida, same being the point of intersection with a non-tangent curve, concave Northerly; thence Easterly along said South Right-of-Way line of STATE ROAD 54, as described in Official Records Book 4042, Page 1444, along the arc of said curve, with a radial bearing of N10°19'48"E, having a radius of 1,278.23 feet, a central angle of 09°52'36", an arc length of 220.34 feet, and a chord bearing S84°36'30"E, for 220.07 feet, to the point of tangent; thence S89°32'48"E, continuing along said South Right-of-Way line of STATE ROAD 54, as described in Official Records Book 2058, Page 1993, for 402.00 feet to the POINT OF BEGINNING.

PARCEL 2 (OUTPARCEL 1):

A parcel of land being a portion of Section 26, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of Section 26, Township 26 South, Range 16 East, Pasco County, Florida; thence N89°31'39"W, along the South line of said Northeast 1/4 of Section 26 (being the basis of bearings for this legal description), for 260.17 feet to the point of intersection with the Westerly Right-of-Way line of LITTLE ROAD, according to Official Records Book 1469, Page 1422 of the Public Records of Pasco County, Florida; thence leaving said South line of the Northeast 1/4 of Section 26, N00°34'52"E, along said Westerly Right-of-Way line of LITTLE ROAD, for 0.71 feet; thence N00°39'53"E, continuing along said Westerly Right-of-Way line of LITTLE ROAD, for 884.23 feet to the POINT OF BEGINNING; thence leaving said Westerly Right-of-Way line of LITTLE ROAD, S90°00'00"W, for 137.99 feet to the point of curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 617.50 feet, a central angle of 38°32'44", an arc length of 415.42 feet, and a chord bearing N70°43'38"W, for 407.63 feet to the point of intersection with a non-tangent line; thence N38°32'44"E, for 123.81 feet; thence N00°00'00"E, for 680.15 feet; thence N90°00'00"E, for 456.21 feet to the point of intersection with said Westerly Right-of-Way line of LITTLE ROAD; thence S00°39'53"W, along said Westerly Right-of-Way line of LITTLE ROAD. for 911.59 feet to the POINT OF BEGINNING.

PARCEL 3 (OUTPARCEL 2):

A parcel of land being a portion of Section 26, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of Section 26, Township 26 South, Range 16 East, Pasco County, Florida; thence N89°31'39"W, along the South line of said Northeast 1/4 of Section 26 (being the basis of bearings for this legal description), for 260.17 feet to the point of intersection with the Westerly Right-of-Way line of LITTLE ROAD, according to Official Records Book 1469, Page 1422 of the Public Records of Pasco County, Florida; thence leaving said South line of the Northeast 1/4 of Section 26, N00°34'52"E, along said Westerly Right-of-Way line of LITTLE ROAD, for 0.71 feet; thence N00°39'53"E, continuing along said Westerly Right-of-Way line of LITTLE ROAD, for 293.91 feet to the POINT OF BEGINNING; thence leaving said Westerly Right-of-Way line of LITTLE ROAD, N90°00'00"W, for 628.06 feet; thence N00°00'00"W, for 584.10 feet; thence N38°32'44"E, for 109.94 feet to the point of intersection with a non-tangent curve, concave Northerly; thence Easterly along the arc of said curve, with a radial bearing of N38°32'44"E, having a radius of 687.50 feet, a central angle of 38°32'44", an arc length of 462.51 feet, and a chord bearing S70°43'38"E, for 453.84 feet, to the point of tangent; thence N90°00'00"E, for 137.18 feet to the point of intersection with said Westerly Right-of-Way line of LITTLE ROAD; thence S00°39'53"W, along said Westerly Right-of-Way line of LITTLE ROAD, for 520.32 feet to the POINT OF BEGINNING.

Less and except from all of the foregoing real property any land within the MPUD, the Construction Entity Parcel or the Developer Parcels which has been platted, conveyed to a Community Development District, Homeowners' Association or Property Owners' Association including, but not limited to, the real property subject to the following plats:

- Mitchell 54 West Phase 1 Residential, Plat Book 81, Page 49
- Mitchell 54 West Phase 2 Residential, Plat Book 82, Page 100
- Mitchell 54 West Phase 3 Residential, Plat Book 83, Page 125

- Mitchell Ranch 54 West Phases 4, 7, 8, 9 and 10, Plat Book 89 Pages 91-106

EXHIBIT B

CONDITIONS OF APPROVAL

MITCHELL 54 WEST
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
(MODIFIED) REZONING PETITION NO. RZ-7897
ORGINAL REZONING PETITION NO. RZ-7116

Master Development Plans

1. Development shall be in accordance with the application, plans, and information submitted for the MPUD (the **"Project"),** unless otherwise stipulated or modified herein. The MPUD Master Planned Unit Development (MPUD) conditions of approval and Master Plan, Rezoning Petition No. 7116, are hereby superseded by Rezoning Petition RZ-7897.

2. Development within the area depicted on the following plans shall substantially conform to these plans:
   Binding Concept Plan (Exhibit "C")
   Building Material Palette Plan (Exhibit "D")
   Binding Connectivity Plan (Exhibit "E")
   Master Landscape Plan (Exhibit "H")
   Master Landscape Package (Exhibit "I")

   (collectively, "Binding Plans")

   Notwithstanding the foregoing, the Binding Plan have not been through the permitting process, and as such, is subject to variations as may be required by the various permitting authorities having jurisdiction. Such variations shall not require a non-substantial and/or substantial modification to this MPUD. The County Administrator or designee is hereby delegated authority to interpret and apply the Binding Plans to the PDP/PSP/Construction Plans for each phase or parcel, provided the substantive intent and purpose of the Binding Plan is achieved. So long as the PDP/PSP/Construction Plans are deemed in substantial conformance with the Binding Plans, a non-substantial or a substantial modification is not required. However, if the PDP/PSP/Construction Plans materially deviate from the Binding Plans, as determined by the County Administrator or designee, a substantial modification to this MPUD shall be required.

Ordinances

3. In addition to the MPUD Master Planned Unit Development conditions of approval, the applicant/developer shall comply with all Pasco County ordinances, including all impact/mobility fees and concurrency ordinances, subject to the provision of Condition No. 32 concerning School Concurrency.

Land Use

4. Land Use maximums shall be in accordance with the following Permitted Uses and Development Limits Table as shown in Table 1 below.

Table 1

Development Category	Totals
Single Family Detached (du)	240 (Built)

Single Family Attached (du)	422 (Built)
Commercial/Retail (SF)	175,000 (Built)
Commercial/Retail (SF)	285,000
Hotel (Rooms)	240

5. Land uses and entitlements may be exchanged by applicant/developer in accordance with the Land Use Equivalency Matrix attached hereto as **Exhibit "A".** Land use exchange requests shall be submitted to the Planning, Development and Economic Growth Department Director or designee for verification as to implementation and administrative approval in accordance with the Land Use Equivalency Matrix. Notwithstanding, commercial/retail entitlements shall not be exchanged for additional residential units, assisted living facilities, or nursing homes.

6. The nonresidential dimensional standards for the entire project shall be as follows:

   a. Minimum Building Line Setback of 20 Feet from external project boundaries (Type "B" landscape buffer along south end of the Project)
   b. Maximum height of 100 Feet (additional height for monumentation/architectural features may be allowed subject to approval by Planning, Development and Economic Growth Department Director or designee)
   c. Maximum Lot Coverage of 100 percent

7. The County acknowledges that the Center portion of the Project may contain a variety of individual uses, such as a movie theater, that have different individual parking requirements under the LDC. Based on its urban design, walkability, mixed use and off peak needs, parking for the Center shall be based on the total number of parking spaces within, or provided for, the Center and the minimum number of parking spaces provided for the Center as a whole (regardless of individual use) shall be 4.5 parking spaces per 1,000 SF of gross floor area.

8. The MPUD Master Plan for Mitchell 54 West includes three land use areas, listed below with the uses in each:

   a) **Mixed-Use:** Retail, professional services, office, entertainment (including theaters), civic, cultural, restaurants, hotels/motels, single family (built) (attached and detached) including without limitation, mixed-use, commercial, services, office (including administrative, medical and professional, medical facilities and clinics), adult congregate living facilities, daycare, churches, public service and educational facilities, support commercial/retail and services, and permanent and temporary retail and service kiosks.

   b) **Commercial:** Retail, professional services, office, entertainment, civic, cultural, restaurants, hotels/motels, including without limitation, mixed-use, commercial, services, office (administrative, medical and professional, medical facilities and clinics), , daycare, churches, public service facilities, and support commercial/retail and services.

   c) **Single Family Residential:** Single family detached units

   *- Residential areas within the Project may include "garage apartments" or "guest suites" under

the following terms and conditions:

- Garage apartments and guest suites shall be accessory units and shall not be considered separate residential units for purposes of the MPUD Entitlements.

- Garage apartments and guest suites may be constructed as part of the original home construction or as a post-construction addition.

- For-sale lots in the Project (attached or detached product) may have either a garage apartment or a guest suite, but in no instance may they have both.

- Garage apartments and guests suites may have a kitchen, in addition to other typical amenities, such as a living area, bathroom, and, bedroom(s).

- Garage apartments and guests suites shall be served by the same water meter and electric meter as the primary residence.

- Garages with garage apartments or guest suites may NOT be sold as separate dwelling units independent of the primary residence through a lot split, subdivision or other conveyance.

9. The following Special Conditions shall apply to development within the area depicted on Binding Plans (the "Center"):

   a. There shall only be one (1) drive-thru/drive-in restaurant.
   b. The Master Infrastructure depicted on the Binding Connectivity Plan shall be constructed prior to the final building inspection for the first certificate of occupancy within the Center.
   c. The Parcel Infrastructure depicted on the Binding Connectivity Plan shall be constructed prior to the final building inspection for the first certificate of occupancy within the respective parcel within the Center.
   d. Within Retail G and Retail F as depicted on the Binding Concept Plan, there shall be at least one (1) establishment with each parcel that sells and/or serves food and/or beverages and the sale and/or service of food and/or beverages shall be at least fifty-one percent (51%) of their sales respectively.

10. The following Special Conditions shall apply to development of Parcels 26-26-16-0000-00100-0100 and 26-26-16-0000-00100-0110 located on Little Road:

    a. All commercial/retail/office buildings (with the exception of a hotel use) on these parcels shall front on Little Road and shall be located no further than ten (10) feet from the required landscape buffer along Little Road. Outdoor seating areas shall be allowed between the building and the landscape buffer and shall not count towards the ten (10) feet. Notwithstanding, up to two (2) rows of store front parallel parking and an associated single drive aisle shall be allowed between the building and the landscape buffer. If there is a restaurant(s) including a drive-in or drive-thru restaurant, then at least one restaurant shall be designed to integrate a public space for social gatherings which may include, but are not limited to, the following: flex lawn space, landscape beds with public seating, fountains, or public art facilities. The public space shall be identified on the first respective PDP/PSP submittal (with the exception of a PSP for a hotel use).

Transportation/Circulation

Access Management

11. **Internal Access Points:** All internal roadways and intersections shall be built in accordance with the MRP.

12. **External Access Points:** The Applicant/developer has provided an access management study (the **"Access Management Study")** for the following external site access points/intersections (collectively, the **"External Site Access Improvements")** The applicant/developer shall construct or bond in accordance with the LDC, the following site-access improvements unless determined otherwise at the time of PSP/PDP review based on a subsequent access management analysis:

    a. SR 54 and Project Driveway A: The applicant/developer shall construct a directional median opening connection to SR 54 for Project Driveway A. The access connection shall include a westbound left turn lane and an eastbound right turn lane as shown on **Exhibit "F-1".**

    b. SR 54 and Project Driveway **B:** The applicant/developer shall construct a full access connection to SR 54 for Project Driveway **B.** The applicant/developer shall signalize the intersection when warranted. The access connection shall include westbound dual left turn lanes, an eastbound right turn lane, northbound dual left turn lanes, northbound through lane and a northbound right turn lane as shown on **Exhibit "F-2".**

    c. SR 54 and Project Driveway C: The applicant/developer shall construct a directional median opening connection to SR 54 for Project Driveway C. The access connection shall include a westbound left turn lane and an eastbound right turn lane as shown on **Exhibit "F-3". (COMPLETE)**

    d. SR 54 and Project Driveway D: The applicant/developer shall construct a right-in only access to SR 54 for Project Driveway D. The access connection shall include an eastbound right turn lane as shown on **Exhibit "F-4". (COMPLETE)**

    e. Little Road and Project Driveway **E:** The applicant/developer shall construct a right-in/right-out access to Little Road for Project Driveway **E.** The access connection shall include a southbound right turn lane as shown on **Exhibit "F-5". (COMPLETE)**

    f. Little Road and Project Driveway F: The applicant/developer shall construct a directional median opening on Little Road for Project Driveway F. The access connection shall include a southbound right turn lane and a northbound left turn lane as shown on **Exhibit "F-6". (COMPLETE)**

    g. Little Road and Project Driveway G: The applicant/developer shall construct a full access on Little Road for Project Driveway G. The applicant/developer shall signalize the intersection when warranted. The access connection shall include a southbound right turn lane, a northbound left turn lane, an eastbound left turn lane and a westbound through/right lane as shown on **Exhibit "F-7". (COMPLETE)**

    h. Welbilt Boulevard Extension at Project Driveway **H:** The applicant/developer shall construct a full access on Welbilt Boulevard Extension for Project Driveway **H** as shown on **"Exhibit "F-8". (COMPLETE)**

    i. Welbilt Boulevard Extension at Project Driveway I: The applicant/developer shall construct a full access on Welbilt Boulevard Extension for Project Driveway I as shown **in Exhibit "F-9". (COMPLETE)**

    j. Welbilt Boulevard Extension at Project Driveway J: The applicant/developer shall construct a full access on Welbilt Boulevard Extension for Project Driveway J. The applicant/developer shall construct a southbound left turn lane as shown on **Exhibit "F-9". (COMPLETE)**

    k. Welbilt Boulevard Extension at Braydon Drive: The applicant/developer shall extend Braydon Drive to a full access connection with Welbilt Boulevard Extension as shown in **Exhibit "F-1O". (COMPLETE)**

l. Welbilt Boulevard Extension at Project Driveway **L:** The applicant/developer shall construct a full access on Welbilt Boulevard Extension for Project Driveway **L** as shown on **"Exhibit "F-10". (COMPLETE)**

Applicant/developer shall be responsible for the construction of the External Site Access Improvements in phases prior to or concurrent with construction of the infrastructure improvements to serve the portions of the Project necessitating such improvements. At the time of each preliminary site plan approval, applicant/developer shall provide to the County for its review and approval, the list of External Site Access Improvements that have been or will be constructed to serve the existing phases of the Project and the phase(s) that are being considered for approval as part of such site plan approval. Provided that the County confirms that such proposed External Site Access Improvements are adequate to serve such existing and proposed phase(s) of the Project based on **Exhibit "G".** applicant/developer shall be permitted to construct the External Site Access Improvements in the phases as proposed by applicant/developer. If the Project trips as depicted in **Exhibit "G"** are exceeded for any access point, then the applicant/developer shall be required to either: 1) construct additional access points necessary to maintain the trip thresholds in **Exhibit "G"** or 2) demonstrate through additional access management analysis, as approved by the County, that the County's adopted Level of Service standards will be maintained at each access point.

13. The construction by the Applicant/developer of the External Site Access Improvements as set forth in **Exhibit "F"** shall vest the Project against further required external access requirements for County purposes through April 3, 2028 , subject to the following conditions (Note: some of the External Site Access Improvements are subject to FDOT approval at the time of development and FDOT may require additional improvements as applicable):

a. Trip Generation Monitoring

(1) Eighteen (18) months following construction plan approval for vertical construction of fifty percent (50%) of the MPUD entitlements in terms of the gross p.m. peak-hour Project trip generation (based on the Trip Generation Monitoring Table attached hereto as **Exhibit "H"),** or prior to construction plan approval for vertical construction of sixty percent (60%) of the MPUD entitlements in terms of gross p.m. peak-hour Project trip generation (based on the Trip Generation Monitoring Table attached hereto as **Exhibit "H"),** applicant/developer shall institute a monitoring program to compare current traffic counts with total future traffic projections (also shown on **Exhibit "H")** from the Access Management Study.

(2) Monitoring shall continue on a biennial basis until Project build-out and shall be submitted to the Planning, Development and Economic Growth Department biennially from the date of commencement. Should the County Engineer or his/her designee determine (in between biennial reporting dates) that storage bay queues entering the Project from SR 54 or Little Road are spilling into thru lanes on SR 54 or Little Road, the County Engineer or his/her designee may request an interim monitoring evaluation to evaluate and confirm if there is such a deficiency in storage length (to accommodate the queues) and propose possible improvements to cure such deficiency. Each monitoring event shall be conducted within a sixty (60) day period from the due date of each event to ensure that the counts are relatively current and shall be conducted when Pasco County schools are in session.

(3) The monitoring program shall consist of weekday, p.m. peak-hour directional counts from 4:00 p.m. to 6:00 p.m., with subtotals at fifteen (15) minute increments at all of the Project's external access points on SR 54, Little Road and Welbilt Boulevard. The trips at all external access points will be compared to the total future traffic forecasts identified in **Exhibit "H".**

(4) The monitoring program shall also monitor the storage bays entering the site at the intersections on SR 54 and Little Road to ensure that the queues do not spill out into thru traffic on SR 54 or Little Road.

(5) The results of each monitoring event shall be submitted to the Planning, Development and Economic Growth Department.

(6) If monitoring results demonstrate that the traffic exceeds the projected traffic volumes identified in **Exhibit "H"** or if the storage bays along SR 54

or Little Road are inadequate to accommodate queues, the County may require a re-evaluation of the Access Management Study and additional access improvements may be required. Improvements shall be determined in accordance with the LDC and Access Management Standards, as amended.

14. All roads that will be used to access public-purpose sites, such as public school, public park, library, and fire/rescue sites, if any (as determined by the School Board, Parks and Recreation Department, Libraries Services Department, Emergency Services Department, , as applicable) shall be public roadways and constructed in accordance with applicable County/FDOT design, construction, and signage standards; e.g., F.S. 316, and *Manual of Uniform Traffic Control Devices* standards. Such roadways shall be deeded in fee simple to the County or FDOT, as applicable, prior to or concurrent with the first record plat containing such roadways, or where no record plat is required prior to or concurrent with the issuance of the first CO for a building utilizing such roadways.

15. The County has approved Applicant's requests for Alternative Standards for the following:

    a. Cross access and interconnection requirements as set forth in Section 901.3 of the LDC, which relieves applicant/developer of the requirement to provide vehicular cross-access to the School Board site south of the Project.

    b. Access spacing as set forth in 901.3.1 of the LDC, which provides alternative access spacing for the Project based on existing roadway design and approvals.

    c. Prop Share for Substandard Road Analysis as set forth in Section 901.4.F, which allows Applicant/developer to make the payment as required under Condition No. 12 for the pending Welbilt Boulevard paving assessment. Applicant/developer acknowledges that this Alternative Standard request will be effective upon the County's adoption of certain amendments to Sections 407 and/or 901.4.F of the LDC to permit Alternative Standard requests for Prop Share payments under 901.4.F.

16. Any gates located within gated communities shall be setback sufficiently in order to provide vehicular stacking for a minimum of three vehicles, unless a greater distance is determined to be required at the time of each preliminary development plan or preliminary site plan review. All entrances accessed by key or electronically coded systems shall be equipped with a system approved by the Emergency Services Director to allow fire or other emergency vehicles immediate access to the development. Upon replacement of any existing gated system, the replacement shall be equipped with a system acceptable to Pasco County. In addition, the access lane widths and clearance between fixed structures shall be a minimum of 15 feet in width.

Dedication of Right-of-Way

17. Unless otherwise determined at the PDP/PSP review, streets may be private but shall be constructed to County standards. In case of private streets, dedication and maintenance shall be the responsibility of a Homeowner's/Property Owner's Association or CDD, as applicable. Pasco County will not be responsible for the maintenance of any private streets.

18. Subject to the provisions of the LDC, Section 901.2.J. (Transportation-Corridor Management; Dedication-Rough Proportionality) the applicant/developer shall convey, at no cost to the County, (a) the right-of-way for the portion of SR 54 lying adjacent to the Project depicted on **Exhibit "I"** (which provides 125 feet from centerline of construction of SR 54); (b) the right-of- way for the portion of Little Road lying adjacent to the Project depicted on **Exhibit "I"** (which provides 105 feet from centerline); (c) the right-of-way for the portion of Mitchell Ranch Road lying adjacent to the Project depicted on **Exhibit "I"** (which provides 40 feet from centerline); and (d) a total of 60 feet of right-of-way for Welbilt Boulevard for the portion of Welbilt Boulevard to be extended through the Project. (All per Pasco County Corridor Preservation Table, as amended, located in the Comprehensive Plan, Transportation Element, for arterial/collector and major intersection right-of-way requirements.) **(COMPLETE)**

    In addition, the applicant/developer shall, at no cost to Pasco County, provide sufficient drainage/retention, wetland and floodplain mitigation facilities on the applicant/developer's property or at another site acceptable to the County to mitigate all impacts associated with the initial and future planned (i.e., in the current County Comprehensive Plan Transportation Element or Metropolitan Planning Organization Long-Range Plan) improvements of SR 54, Little Road, Mitchell Ranch Road and Welbilt Boulevard within or adjacent to the boundaries of the applicant/developer's property including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multimodal paths, medians, slope easements (if applicable, once grade of roadway is set) and other roadway appurtenances. The required drainage/retention, wetland, and floodplain mitigation facilities shall be determined at the time of

the Stormwater Management Master Plan review for the portion(s) of the project adjacent to SR 54, Little Road, Mitchell Ranch Road and Welbilt Boulevard, and this paragraph of this condition shall expire after such stormwater management plans have been approved, unless such facilities are required pursuant to a development agreement approved pursuant to the LDC, Section 403. All stormwater management plans, reports, or calculations for the applicant/developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition. Applicant/developer's obligation to construct any improvements or facilities shall expire if no construction plans for the portion of SR 54, Little Road, Mitchell Ranch Road or Welbilt Boulevard, respectively, have been completed as of the date of approval of the stormwater-management plan for the portion(s) of the Project adjacent to such respective roads; however, applicant/developer's obligation to dedicate/convey such land as required by this condition shall not expire.

19. To the extent that any of the conditions of this approval constitute monetary or property exactions that are subject to *Nolan v. California Coastal Comm'n,* 483 U.S. 825 (1987), and *Dolan v. City of Tigard,* 512 U.S 374 (1994), the applicant/owner, and successors and assigns (a) agrees that there is a nexus and rough proportionality between such conditions and the impacts of this project/development, and that such conditions are necessary to ensure compliance with the criteria of the LDC and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions. This agreement/waiver was entered into voluntarily, in good faith, for valuable consideration, and with an opportunity to consult legal counsel, but does not affect the applicant/owner's ability to seek variances, administrative remedies, or modifications of the conditions of this approval through applicable processes in the LDC.

Design/Construction Specifications

20. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available or planned at the time of preliminary plan / preliminary site plan approval. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to PDE for review and approval prior to or concurrent with the PDP/PSP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP/PSP submittal the approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit-accommodation-facilities construction is approved with the overall transit-accommodations plan. The applicant / developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users / patrons access to such facilities.

21. Prior to, or concurrent with, 1) the issuance of a certificate of occupancy by the County for the first large scale commercial-retail building (Big Box) in the "Mixed Use" area in the northwest portion of the Project, or 2) the County's approval of the first plat for residential development in the "Single Family Residential" area along Welbilt Boulevard with a roadway connection to Welbilt Boulevard as depicted on the MPUD Master Plan, applicant/developer shall construct (or post performance security acceptable to the County) a 2-lane extension of Welbilt Boulevard within the 60 feet of right-of-way provided from applicant/developer pursuant to Condition No. 18 above, from its present northern terminus near the southwest corner of the Project through the Project to Mitchell Ranch Road, including the improvements at Mitchell Ranch Road and S.R. 54, all as more particularly described on the MRP (the **"Welbilt Extension"). (COMPLETE)** The cross section of the Welbilt Extension is depicted on the MRP. Concurrent with the approval of the subject MPUD, applicant/developer and the County are entering into a development agreement (the **"Development Agreement"),** which provides that Applicant/developer is entitled to mobility fee credits for the designing, permitting and construction of the Welbilt Extension and sets forth a more complete description of the facilities to be constructed as part of the Welbilt Extension.

The Project shall be assessed the sum of $243,327.37 as part of the paving assessment project for the existing section of Welbilt Boulevard (PVAS No. 3067), in full satisfaction of any obligations that the Project might have under the aforementioned paving assessment or under a Substandard Road Analysis. Applicant/developer's obligation to pay the foregoing sum is contingent upon there not being any timely appeals filed of this MPUD, or if there any such appeals, such appeals being resolved to the satisfaction of applicant/developer. **(PAID)**

22. Except as otherwise authorized by the Mitchell 54 West MPUD prior to final record plat approval for residential, or where platting is not required, prior to the issuance of any Building Permits occurring after April 3, 2028 , the applicant/developer shall submit an updated timing and phasing analysis utilizing a methodology approved by Pasco County. The County may impose additional conditions based upon the updated timing and phasing analysis as approved by Pasco County.

23. The applicant/developer has submitted a Master Roadway Phasing Plan attached hereto as **Exhibit "J"** (the **"MRP"),** which has been approved by DRC. The MRP sets forth the proposed road network and typology for all major streets and roads within the Project, the required right- of-way widths, roadway cross sections, number of lanes, intersection geometry, design speed, required interconnects, and the alignment of Welbilt Boulevard. All streets and roads in the Project shall comply with the MRP and cross-sections set forth therein. By its approval of the MRP, the DRC also granted certain alternative standards for the Project's street typology (sizes, right-of-way widths, and on-street parking). The MRP may be modified administratively by the Planning, Development and Economic Growth Department Director or designee and, if administratively approved, shall not constitute an amendment unless it is inconsistent with these MPUD conditions of approval or the MPUD Master Plan.

Environmental

24. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County Natural Resources Inspector and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

25. The applicant shall provide a 100% gopher tortoise burrow survey conducted according to FFWCC guidelines and the time of site development submittal. If potentially occupied burrows are found, the FFWCC gopher tortoise relocation permit and FFWCC accepted after action report prior to issuance of site development placard. If site construction does not commence within 90 days from the date of the most recent 100% gopher tortoise survey or capture activities, a new gopher tortoise burrow survey must be completed to ensure gopher tortoises have not moved in and, if found, a valid permit must be obtained, amended, or acted on to capture and relocate all tortoises prior to commencing any site clearing. A copy of the relocation permit and accepted after action report shall be provided.

26. The applicant/master developer or parcel developer shall submit a breeding season survey for the Southeastern American Kestrel in accordance with FFWCC survey guidelines. Surveys shall be conducted prior to anticipation of construction activities commencing for any phase that is within the Southeastern American Kestrel breeding season. If nests are found, the FFWCC and the Pasco County Biologist shall be contacted for review and consultation to determine appropriate preconstruction conservation and mitigation measures.

27. The applicant/master developer or parcel developer shall submit a breeding season survey for the Florida Sandhill Crane in accordance with FFWCC survey guidelines. Surveys shall be conducted prior to anticipation of construction activities commencing for any phase that is within the Florida Sandhill Crane breeding season. If nests are found, the FFWCC and the Pasco County Biologist shall be contacted for review and consultation to determine appropriate preconstruction conservation and mitigation measures.

28. A copy of the SWFWMD Environmental Resource Permit (ERP) shall be submitted to the Pasco County project record prior to issuance of site development placard.

29. The upland buffer line shall be clearly field demarcated prior to any construction activities. No construction activities, including clearing, grading, or grubbing, shall occur within the Wetland Upland Buffer unless otherwise approved by the County and as depicted on the County-approved construction plans for the project.

Community Development District

30. As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD is hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD, that are identified within this rezoning approval. Further, any obligations of the applicant/developer contained in this approval may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. However, such CDD shall not be authorized to levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and

construction by the CDD shall reflect the following:

a. Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.

b. No debt or obligation of such CDD shall constitute a burden on any Public Property.

Education Facilities

Payment of Impact Fees

31. The applicant/developer or its successors shall pay school impact fees for the impacts of the residential component of the MPUD to the District School Board of Pasco County (the **"School Board")** in accordance with Section 1302 of the LDC.

School Concurrency

32. The applicant/developer shall be required to comply with all applicable provisions of the adopted School Concurrency Ordinance, but shall not be required to provide an on-site school.

Contribution toward Multiuse Path

33. Within ten (10) days after the County's approval of the first residential plat for the portion of the Project that abuts the School Board property to the south, applicant/developer shall make a contribution in the amount of $15,000.00 to be used by the School Board for its construction of a multiuse path on the School Board's property lying south of the Project to provide limited (as controlled by the School Board) pedestrian access from the Project for students and their families.**(PAID)**

Utilities/Drainage/Water Service/Wastewater Disposal

34. The applicant/developer shall construct all water and wastewater facilities within the Project to current FGUA standards.

35. The applicant/developer shall submit a Stormwater Management Plan and Report for each development phase or increment in accordance with the Pasco County LDC, as amended. The plans shall be approved prior to or simultaneous with the application for construction plan review for the development phase/increment in question. No design for an individual increment/phase or portion of an increment/phase shall be dependent upon the ultimate construction of future increments/phases, unless an interim design for drainage is approved by the Planning, Development and Economic Growth Department.

Procedures

36. A disclosure statement regarding the construction of all future public roadways abutting and through the MPUD Master Planned Unit Development shall be included in all sales contracts for residential and nonresidential sales with the MPUD Master Planned Unit Development. This disclosure shall include the future roadway's number of lanes and construction timing, if applicable.

37. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

38. Unless otherwise approved by the Fire Marshal, or designee, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer(s) shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issue until the Fire Marshal, or designee has received such a petition.

39. The portions of the Project which contain existing or interim silvicultural and/or agricultural activities shall be permitted until commencement of development for that portion of the Project.

40. Preliminary development plan/preliminary site plan submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as

it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received preliminary development plan/preliminary site plan approval, construction plan/construction site plan approval, and/or record plat approval.

41. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC approved** document is completed (including notarization) and received by the Planning, Development and Economic Growth Department after the final BCC action.

42. All conditions of this MPUD Master Planned Unit Development approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD Master Planned Unit Development approval shall be suspended until such time that the BCC modifies the MPUD Master Planned Unit Development conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD Master Planned Unit Development entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD Master Planned Unit Development mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD Master Planned Unit Development or the MPUD Master Planned Unit Development conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification or the like shall not have the effect of suspending the conditions and the MPUD Master Planned Unit Development approval under any circumstances.

43. This MPUD contains land areas that could be construed as being zoned for commercial, mixed-use, or house of worship, and that have been specifically reserved in the MPUD for such uses to ensure that the project provides the benefits of mixed-use development, including but not limited to, adequate employment generation and internal capture of vehicular trips. Accordingly, the applicant/developer has committed to, and is hereby requiring, that the permitted uses for such commercial or mixed-use areas shall remain those uses required by these MPUD conditions of approval, notwithstanding any potential contrary requirements in Section 125.01055(7), Florida Statutes. This condition shall be construed as a requirement imposed by the applicant/developer, and not a requirement of the County, to the extent it prevents any use allowed or preempted by Section 125.01055(7), Florida Statutes.

    The applicant/developer agrees that the applicant/developer and any successors or assigns, are not eligible for the ad valorem tax exemption in Section 196.1978, Florida Statues, and further agrees the applicant/developer and any successors or assigns will not apply for such an exemption for any portion of the development authorized by this approval.

Exhibits:
"A" Land Use Equivalency Matrix
"B" MPUD Master Plan
"C" Binding Concept Plan
"D" Material Palette Plan
"E" Connectivity Plan
"F" External Site Access Improvements
"G" Phasing Information for External Site Access Improvements
"H" Trip Generation Monitoring Table
"I" Right-of-Way Dedications
"J" MRP (Master Roadway Phasing Plan)
“K” Master Landscape Plan
“L” Master Landscape Package

[EXECUTION PAGE TO FOLLOW]

EXHIBIT A
LAND USE EQUIVALENCY MATRIX

	Trade To			
Trade From	Shopping Center (KSF)	Hotel (Rooms)	Medical Office (KSF)	Office (KSF)
Shopping Center (KSF)	-	6.670	1.219	3.533
Hotel (Rooms)	0.150	-	0.183	0.530

(1) Source - Based on ITE Trip Generation Manual, 12th Edition (PM Peak hour Gross Trips) utilized in Access Management Analysis dated May 2025

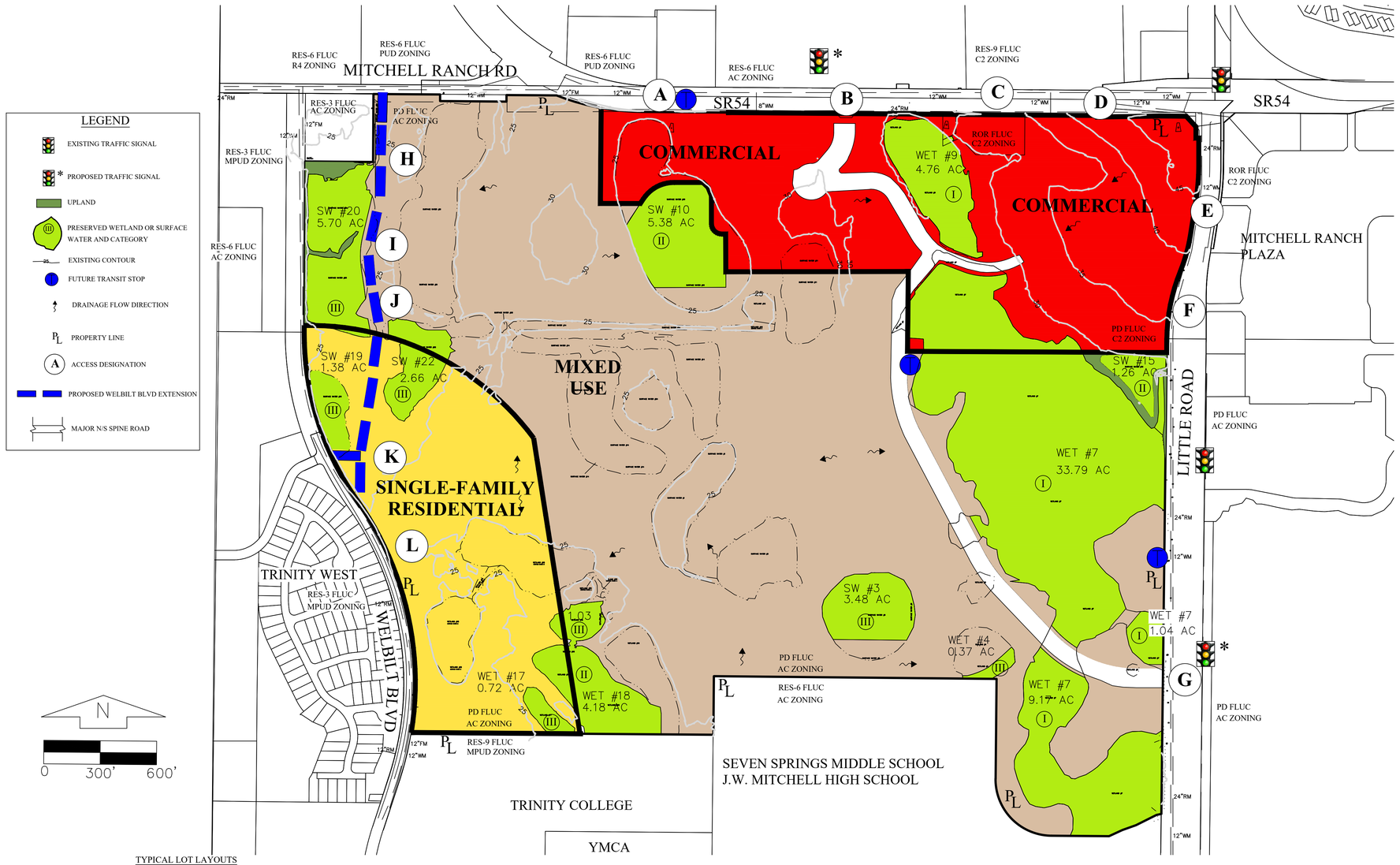
(2) Trip Rates

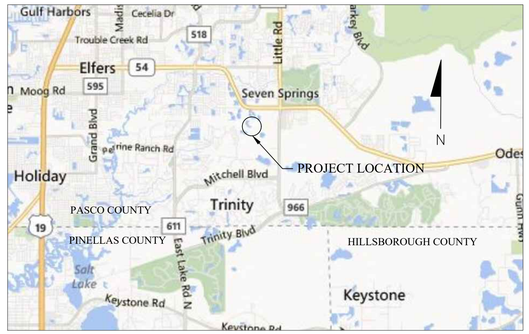
Shopping Center - 820	4.169	TE/KSF
Hotel - 310	0.625	TE/ROOM
Medical Office - 720	3.420	TE/KSF
Office - 710	1.180	TE/KSF

Example:
Convert (Trade From) 100 Rooms Hotel to Shopping Center (Trade to)
(100 x 0.150) x 1,000 = 15,000 SF of Shopping Center

EXHIBIT C

MASTER PLAN

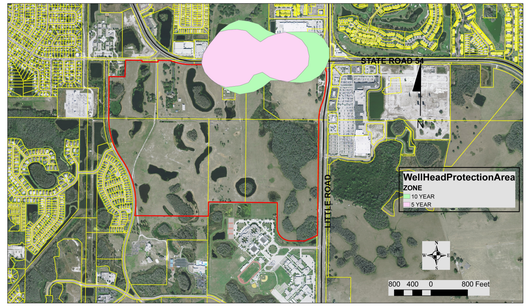




LOCATION MAP NTS



AERIAL PHOTOGRAPH NTS



WELLHEAD PROTECTION AREAS NTS

TYPICAL LOT LAYOUTS

RESIDENTIAL PRODUCT TYPE	MINIMUM WIDTH (FT)	MINIMUM DEPTH (FT)	SETBACKS (FT) FRONT	SIDE	REAR	MAXIMUM LOT COVERAGE	BUILDING HEIGHT (FT)
Single Family Product	28	115	15	0/10	15	80%	45
	28	100	10	0/10	4	80%	45
	30	100	10	5	4	80%	45
	32	100	10	5	4	80%	45
	40	115	15	5	15	80%	35
	40	100	10	5	4	80%	35
	50	115	15	0/10	15	65%	35
	50	115	15	5	15	65%	35
Duplex Product	28	100	10	0/7.5	10	85%	45
	28	100	10	5	4	85%	45
	36	100	10	0/10	10	85%	35
	40	100	10	5	4	85%	35
	40	115	10	5	15	85%	45
Townhome Product	16	50	10	0/10	10	90%	35
	16	50	10	0/10	0	90%	35
	23	75	10	0/10	0	90%	35
	20	100	10	0/10	10	90%	45
	21	53	10	0/10	0	90%	45
	26	86	10	0/10	10	90%	45
	30	86	10	0/10	10	90%	45
	35	86	10	0/10	10	90%	45

NOTES:
1.) All corner lots shall be a minimum of 10' wider than the standard lot width on that block.
2.) Forward facing garages will have a minimum setback of 20 feet.
3.) Lot width is measured horizontally at the front setback line.
4.) On corner lots where there is more than one front setback, one front yard setback may be reduced to :
5.) Side yard setbacks shown with dual values represent a side setback of zero on one side.

NOTES:

1. TOTAL SITE IS 333 ACRES +/ -
2. FUTURE LAND USE - PLANNED DEVELOPMENT (PD)
3. PRE-DEVELOPMENT WETLANDS: (CATEGORIES FROM PASCO COUNTY GIS AND COUNTY STAFF COMMENT REVISING WETLANDS 7 & 9 TO CATEGORY I)
   CATEGORY I = 50.82 ACRES
   CATEGORY II = 17.65 ACRES
   CATEGORY III = 52.11 ACRES
   TOTAL = 120.58 ACRES
4. WETLAND LINES SHOWN HAVE BEEN APPROVED IN ERP NO. 42013055.001
5. THE ALIGNMENT OF THE EXTENSION OF WELBILT BOULEVARD IS SUBJECT TO CHANGE DURING ENGINEERING DESIGN. THE CONSTRUCTION OF THIS EXTENSION IS SUBJECT TO MOBILITY FEE CREDITS FROM PASCO COUNTY.
6. LANDSCAPING SHALL BE IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE (LDC). UNLESS AN ALTERNATIVE STANDARD IS APPROVED DURING THE REVIEW PROCESS.
7. THE PROJECT IS WITHIN THE FOLLOWING UTILITIES SERVICE AREAS:
   SANITARY SEWER - FLORIDA GOVERNMENTAL UTILITY AUTHORITY (FGUA)
   WATER - FLORIDA GOVERNMENTAL UTILITY AUTHORITY (FGUA)
   ELECTRIC – DUKE ENERGY
8. LEGAL INSTRUMENTS WILL BE CREATED PROVIDING FOR THE MANAGEMENT OF COMMON AREAS AND FACILITIES.
9. LOCATION OF EXISTING WATER/SANITARY SEWER FACILITIES:
   a. STATE ROAD 54
      i. 12" WATER MAIN
      ii. 12" FORCE MAIN
      iii. 24" REUSE WATER MAIN
   b. LITTLE ROAD
      i. 12" WATER MAIN
      ii. 24" REUSE WATER MAIN
   c. WELBILT BOULEVARD
      i. 12" WATER MAIN
      ii. 12" FORCE MAIN
      iii. 12" REUSE WATER MAIN
10. ROADWAY ALIGNMENTS AND INTERNAL ACCESS POINTS ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING THE PERMITTING PROCESS WITHOUT REQUIRING A MPUD MODIFICATION.

LAND USE TABLE

LAND USE	GROSS ACRES	NET ACRES
COMMERCIAL	68.3	58.2
MIXED USE	220.8	159.1
SINGLE FAMILY	43.9	38.9
WETLANDS & ISOLATED UPLANDS		76.8
TOTAL	**333.0**	**333.0**

LAND USE ENTITLEMENTS

SINGLE FAMILY DETACHED	240 DU (BUILT)
SINGLE FAMILY ATTACHED	422 DU (BUILT)
RETAIL	285,000 SF (BUILT)
HOTEL	240 ROOMS
RETAIL	295,000 SF

POST-DEVELOPMENT WETLANDS

	ACRES
CATEGORY I	48.76
CATEGORY II	10.82
CATEGORY III	15.34

UTILITY COMPANIES

WATER AND WASTEWATER
FLORIDA GOVERNMENTAL UTILITY AUTHORITY
280 WEKIVA SPRINGS RD SUITE #2000
LONGWOOD, FLORIDA 32779
TELEPHONE: (407) 629-6900

ELECTRICITY
DUKE ENERGY
4121 ST. LAWRENCE DRIVE
NEW PORT RICHEY, FLORIDA 34655
TELEPHONE: (727) 372-5148

TELEPHONE
VERIZON FLORIDA, INC.
1280 CLEVELAND STREET
CLEARWATER, FLORIDA 33755
TELEPHONE: (727) 562-1101

PROFESSIONAL TEAM

PLANNING
DORSKY + YUE ARCHITECTURE
KEVIN ZAK
6105 PARKLAND BLVD, STE 130
CLEVELAND, OHIO 44124
TELEPHONE: (216) 468-1850

SURVEYING
FLORIDA DESIGN CONSULTANTS
3030 STARKEY BOULEVARD
NEW PORT RICHEY, FLORIDA 34655
TELEPHONE: (727) 849-7588

TRANSPORTATION
LINCKS & ASSOCIATES, INC.
5023 W. LAUREL STREET
TAMPA, FLORIDA 33607
TELEPHONE: (813) 289-0039

ENVIRONMENTAL
WRA ENGINEERING
12363 HAMPTON PARK RD
TAMPA, FLORIDA 33624
TELEPHONE: (813) 265-3130

ENGINEERING
WRA ENGINEERING
12363 HAMPTON PARK RD
TAMPA, FLORIDA 33624
TELEPHONE: (813) 265-3130

LEGAL
BARBARA L. WILHITE
WILHITE LAW
6327 GRAND BLVD
NEW PORT RICHEY, FLORIDA
TELEPHONE: (727) 942-0733

LEGAL DESCRIPTION

PORTION OF SECTIONS 23 AND 26, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FL. REFER TO COMPLETE LEGAL DESCRIPTION IN ACCOMPANYING SIGNED AND SEALED SURVEY.

Engineering ~ Environmental
Water Resources ~ Survey
12363 Hampton Park Blvd. Tampa, FL 33624 &
8043 Cooper Creek Blvd., Suite 210
University Park, FL 34201
Tampa: 813.265.3130 Sarasota: 941.275.9721
www.wraengineering.com CA 00007652

MPUD MASTER PLAN

MITCHELL 54 WEST DEVELOPMENT

JULY 8, 2025

SHEET
1 of 1

Secondary Access Connection

Transit Stop

TRAFFIC SIGNAL

STATE ROAD 54

OUTPARCEL 'E'

MEDAL WAY

OUTPARCEL 'D'

OUTPARCEL 'B'

CATTLE RANCH WAY

OUTPARCEL 'A'

SOLAR FLASHING BEACONS AT CROSSWALKS

WETLAND

OUTPARCEL 'C'

BEAR LANDING WAY

STOP HERE TO

TRAIL STOP SIGN

EXISTING RESIDENTIAL

SOLAR FLASHING BEACONS AT CROSSWALK

RETAIL 'B' (SERVICE STATION)

RETAIL 'G'

RETAIL 'F'

BEAR LANDING WAY

WETLAND

BEAR LANDING WAY

STOP HERE TO

TRAIL STOP SIGN

SOLAR FLASHING BEACONS AT CROSSWALK

RETAIL 'A' (GARDEN CENTER)

STOP HERE TO

TRAIL STOP SIGN

RETAIL 'B'

RETAIL 'A'

NO RIGHT TURN

LEGEND PASTURE ROAD

Existing Transit Stop

STOP HERE TO

TRAIL STOP SIGN

SOLAR FLASHING BEACONS AT CROSSWALK

N

0 80 160

SCALE: FEET

NO LEFT TURN

SOLAR FLASHING BEACONS AT CROSSWALK

EXISTING RESIDENTIAL

LIGHTING NOTE: MULTIUSE TRAIL CROSSINGS AT COMMERCIAL DRIVEWAY CONNECTIONS SHALL BE PROVIDED WITH ADEQUATE LIGHTING TO ENHANCE VISIBILITY AND SAFETY FOR PEDESTRIANS, CYCLISTS, AND MOTORISTS.

CONNECTIVITY LEGEND

EXISTING CONNECTIVITY

- EXISTING 10' MULTIUSE TRAILS
- EXISTING 8' SIDEWALKS
- EXISTING 5' SIDEWALKS
- EXISTING CROSSWALKS

PROPOSED MASTER INFRASTRUCTURE

- PROPOSED 10' MULTIUSE TRAILS
- PROPOSED 8' SIDEWALKS
- PROPOSED 6' SIDEWALKS
- PROPOSED CROSSWALKS

PROPOSED PARCEL INFRASTRUCTURE

- PROPOSED MIN. 6' SIDEWALKS & CROSSWALKS
- STOREFRONT PEDESTRIAN AREAS

CAD File Path: S:\--PROJECT FILES\1691 - M&M - MITCHELL RANCH MIXED USE\CAD\PLANS\-MIXED USE_2025\PLAN_CONNECTIVITY EXHIBIT\DWG\

Plot Date: 5/21/2026 10:18:28 AM

2026 WRA

REVISIONS

Engineering ~ Environmental
Water Resource ~ Survey

12363 Hampton Park Blvd. Tampa, FL 33624
7978 Cooper Creek Blvd. University Park, Florida 34201

www.wraengineering.com
CA 00007652 LB 8274 LA6667181
Phone: 813.265.3130 941.275.9721

BINDING CONNECTIVITY PLAN

MITCHELL 54 WEST MPUD

STATE ROAD 54

OUTPARCEL 'E'

MEDAL WAY

OUTPARCEL 'D'

OUTPARCEL 'C'

OUTPARCEL 'B'

CATTLE RANCH WAY

OUTPARCEL 'A'

WETLAND

BEAR LANDING WAY

EXISTING RESIDENTIAL

RETAIL 'B' (SERVICE STATION)

RETAIL 'G'

RETAIL 'F'

BEAR LANDING WAY

WETLAND

BEAR LANDING WAY

RETAIL 'A' (GARDEN CENTER)

RETAIL 'A'

BJ'S LIQUOR SALES

RETAIL 'B'

BJ'S PROPANE STATION

LEGEND PASTURE ROAD

EXISTING RESIDENTIAL

N

0 80 160

SCALE: FEET

2026 WRA | Plot Date: 3/12/2026 5:59:10 PM | CAD File Path: S:\--PROJECT FILES\1691 - M&M - MITCHELL RANCH MIXED USE\CAD\PLANS\- MIXED USE_2025\PLAN_COMPILED BASE MAP FOR MPUD.DWG

REVISIONS

Engineering ~ Environmental
Water Resource ~ Survey
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Phone: 813.265.3130 941.275.9721

BINDING MPUD
CONCEPT PLAN

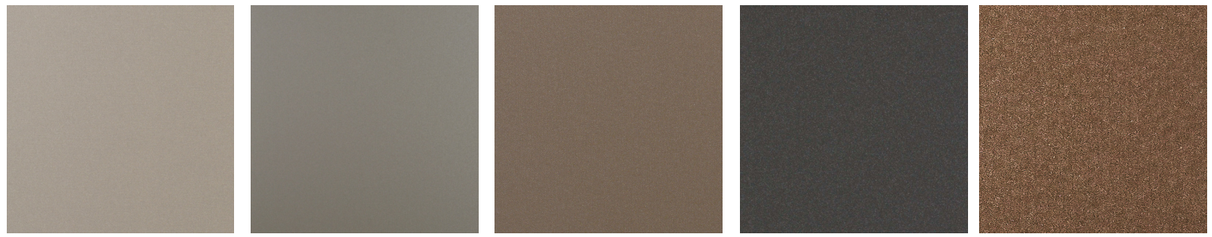
MITCHELL 54 WEST
MPUD

BUILDING MATERIAL PALETTE





METALS



STUCCO



SIDING



PORCELAIN TILE



CAST STONE



STONE VENEER



BRICK VENEER



DORSKY + YUE ARCHITECTURE

MARKTPLACE AT TRINITY

TRINITY, FLORIDA

M&M REALTY PARTNERS

Date: 10.03 2025

Project No: DY202512

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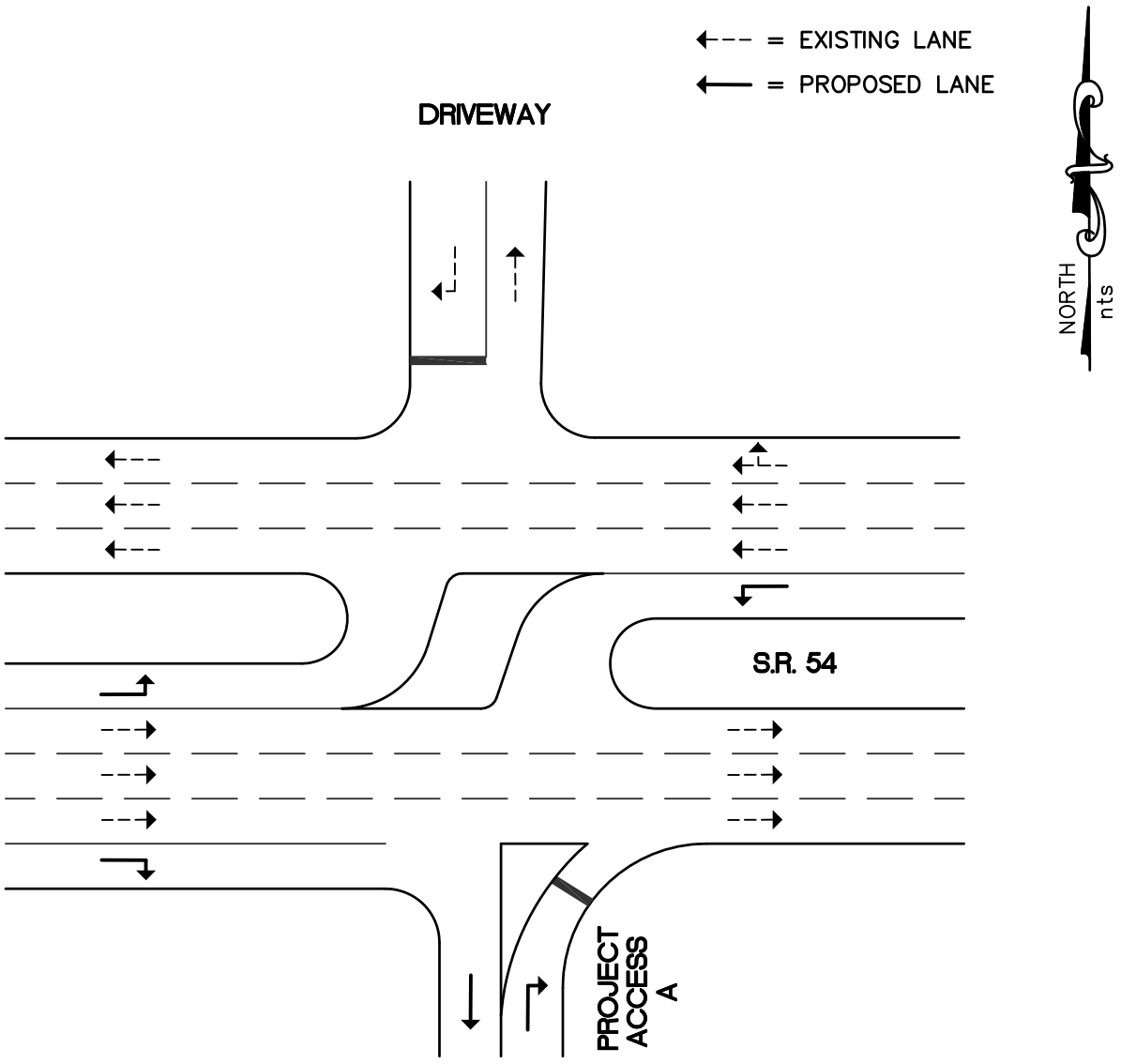
Page Number

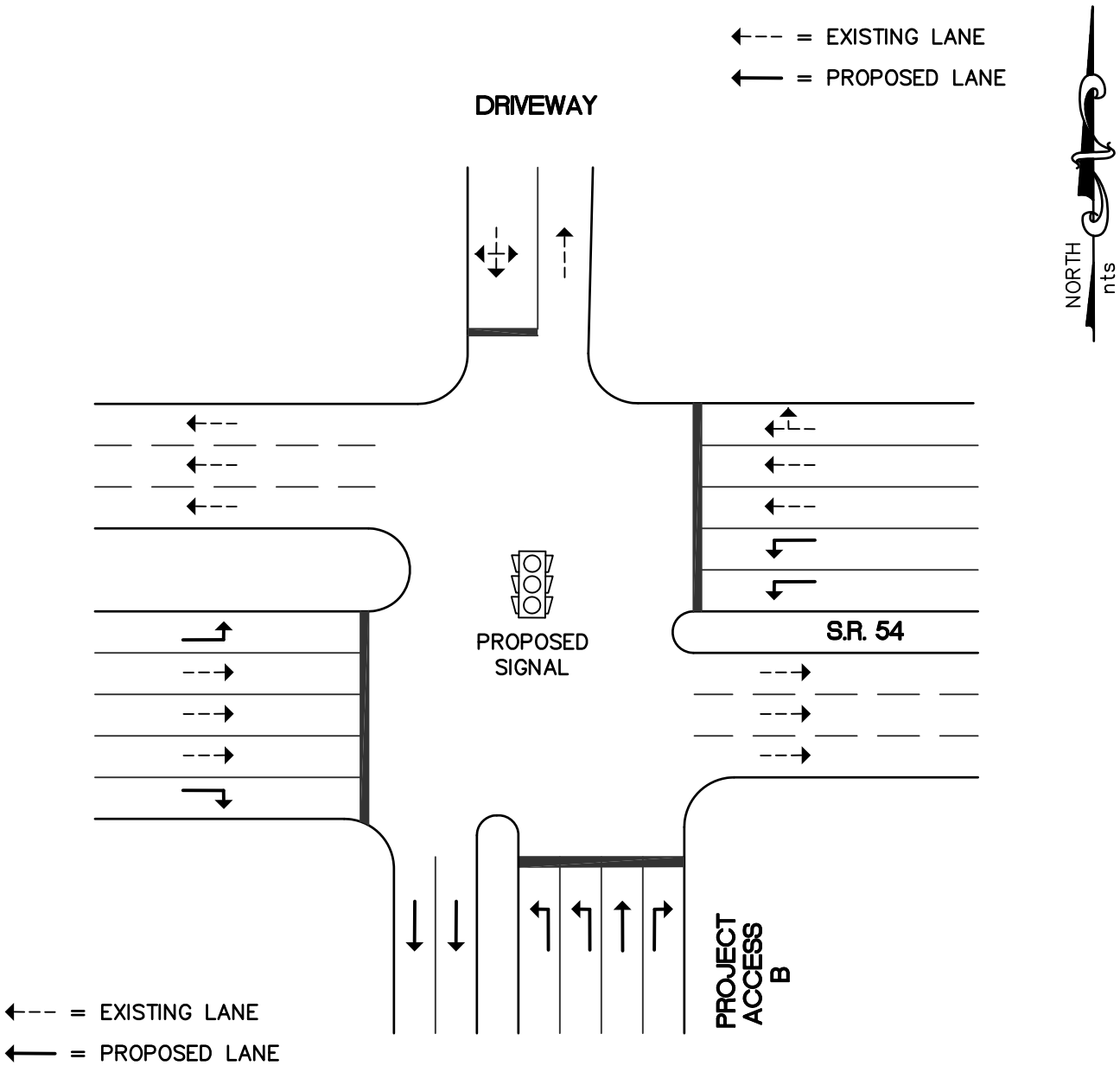


INTERSECTION GEOMETRY

MOVEMENT	LANES	LANE LENGTH
EBL	1	290'
EBR	1	265'
WBL	1	390'

(1) TURN LANE LENGTH INCLUDE DECELERATION AND TAPER.

EXHIBIT F-1

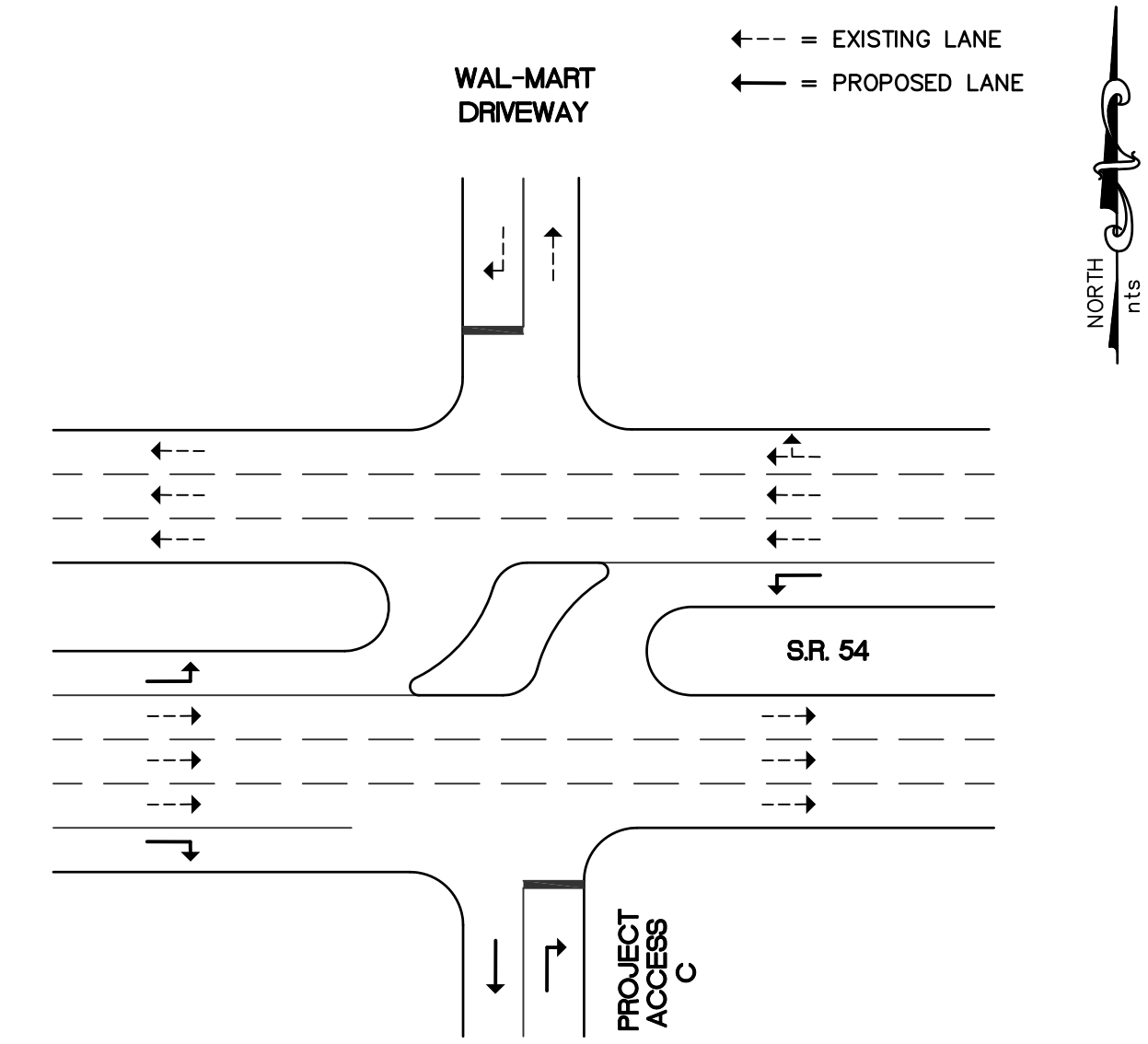


INTERSECTION GEOMETRY

MOVEMENT	LANES	LANE LENGTH
EBL	1	390'
EBR	1	290'
WBL	2	415'
NBL	2	
NBR	1	

(1) TURN LANE LENGTH INCLUDE DECELERATION AND TAPER.

EXHIBIT F-2

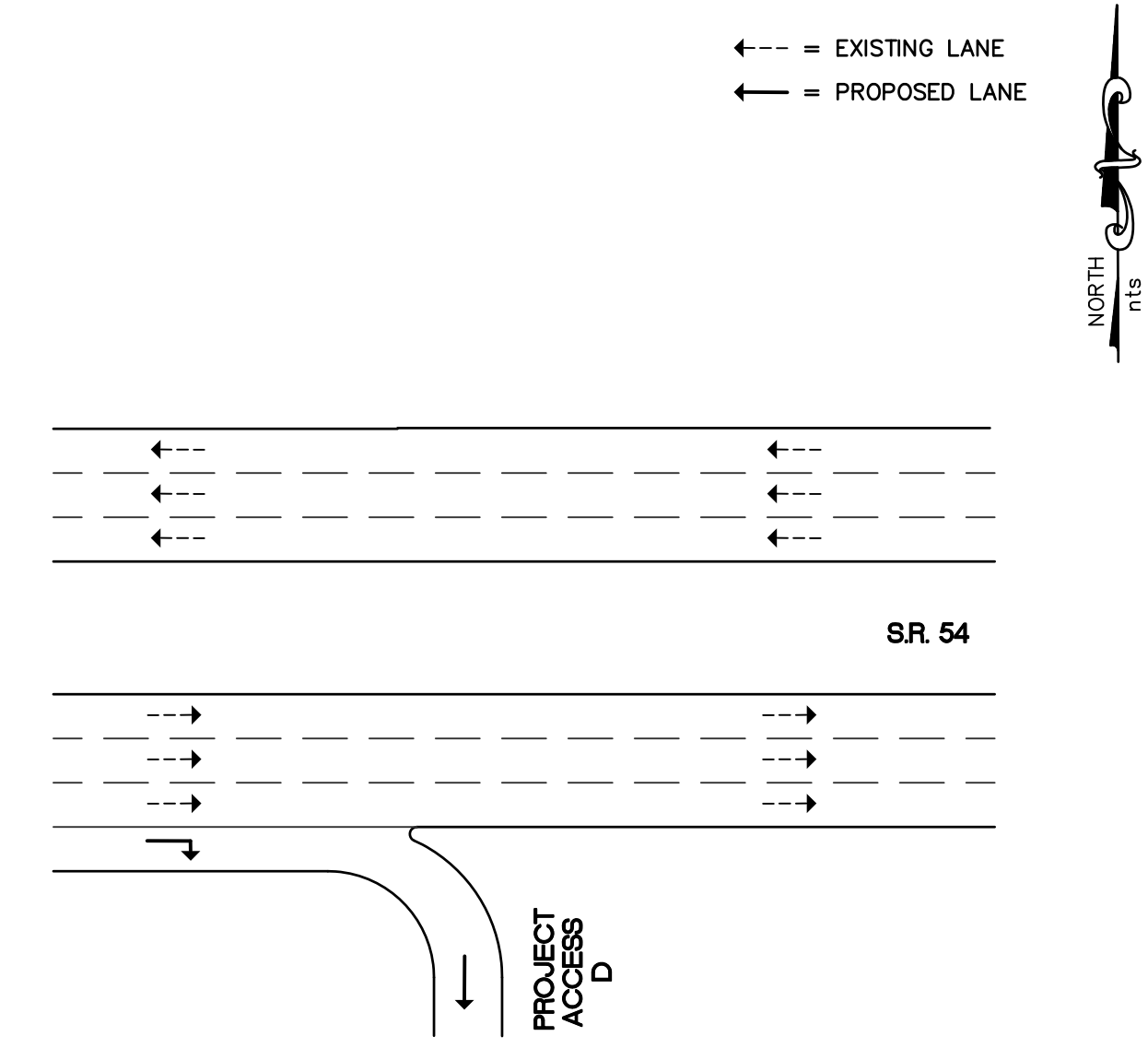


INTERSECTION GEOMETRY

MOVEMENT	LANES	LANE LENGTH
EBL	1	390'
EBR	1	265'
WBL	1	315'

(1) TURN LANE LENGTH INCLUDE DECELERATION AND TAPER.

EXHIBIT F-3

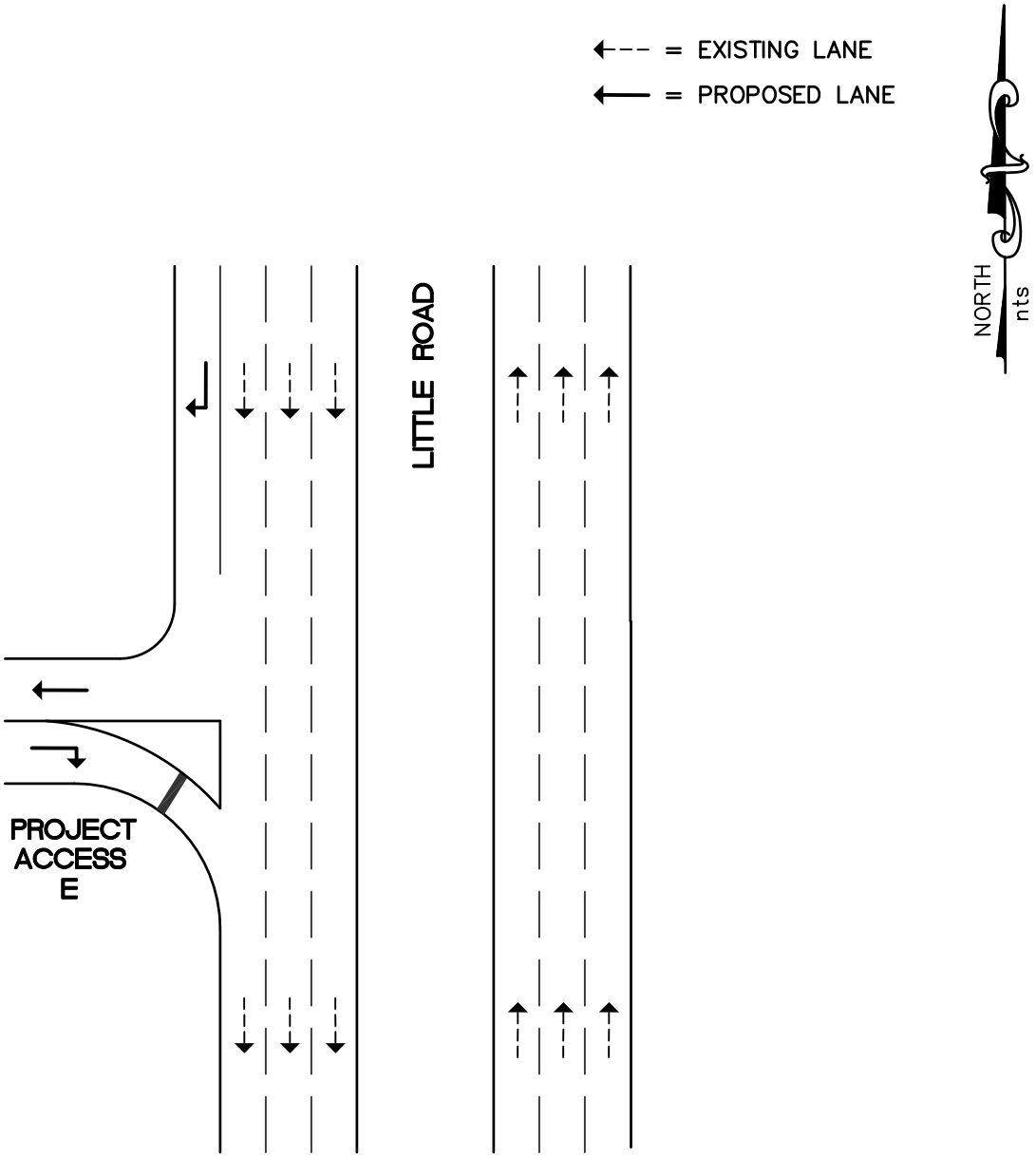


INTERSECTION GEOMETRY

MOVEMENT	LANES	LANE LENGTH
EBR	1	265'

(1) TURN LANE LENGTH INCLUDE DECELERATION AND TAPER.

EXHIBIT F-4

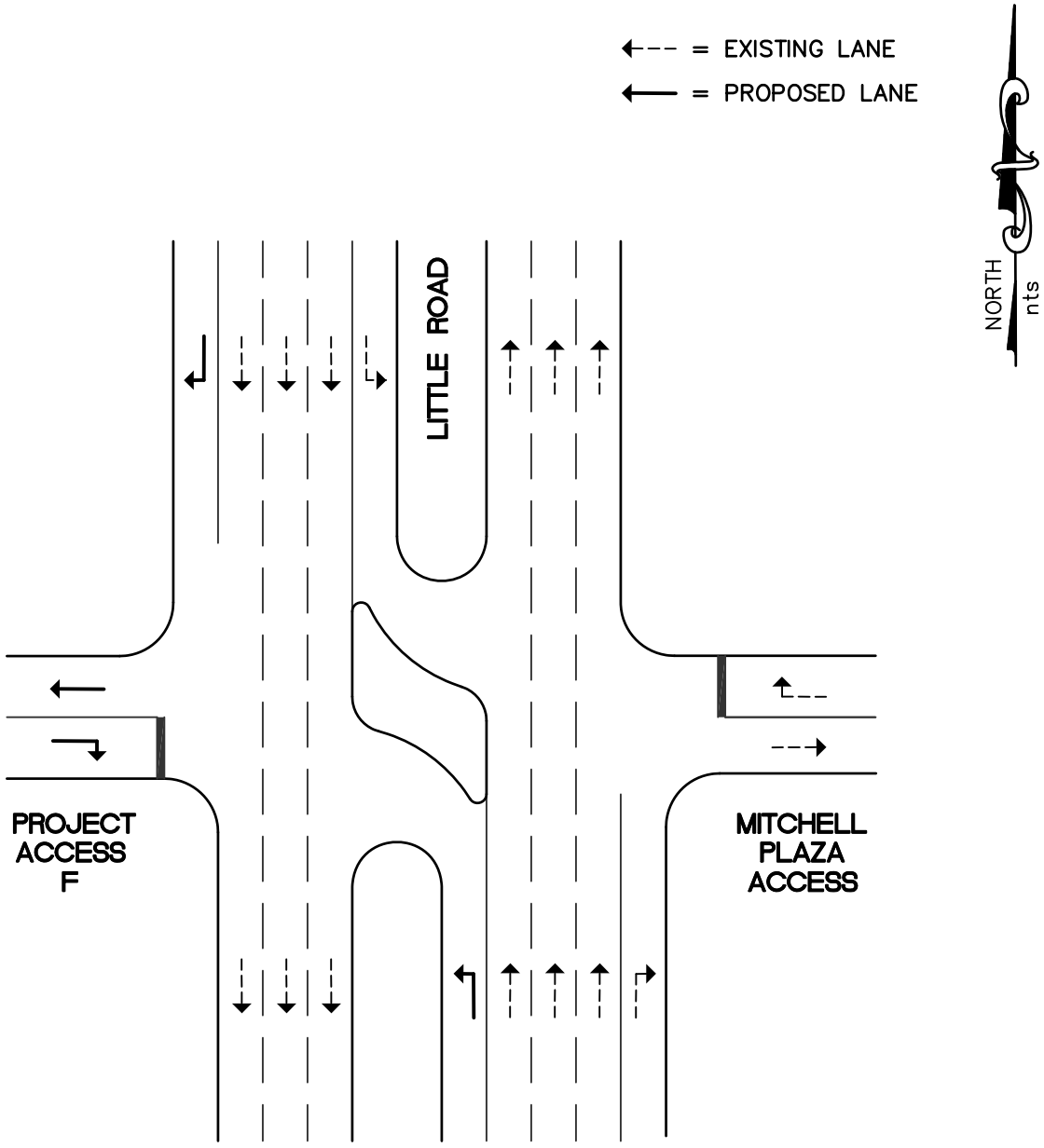


INTERSECTION GEOMETRY

MOVEMENT	LANES	LANE LENGTH
SBR	1	210'

(1) TURN LANE LENGTH INCLUDE DECELERATION AND TAPER.

EXHIBIT F-5

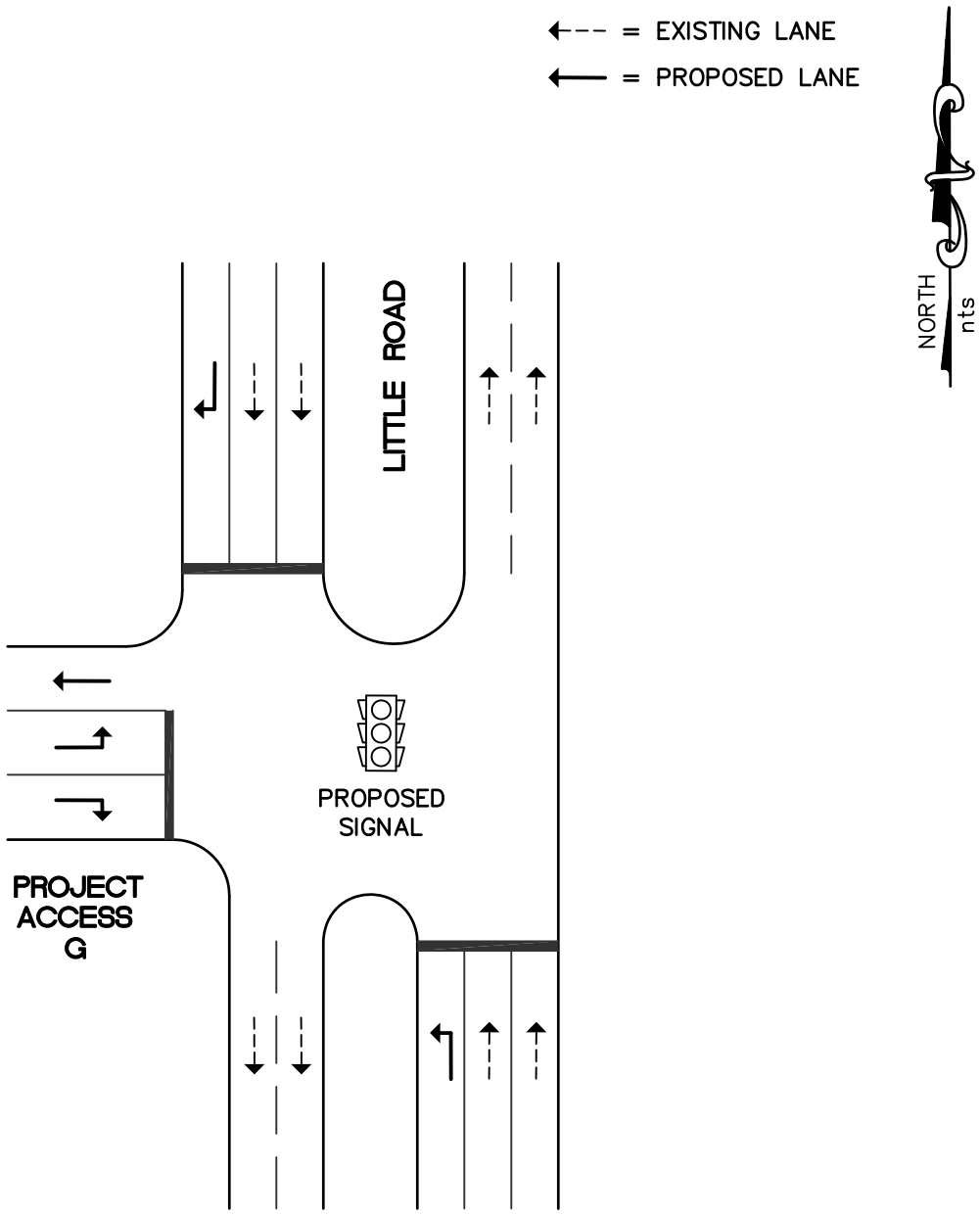


INTERSECTION GEOMETRY

MOVEMENT	LANES	LANE LENGTH
NBL	1	450'
SBR	1	375'

(1) TURN LANE LENGTH INCLUDE DECELERATION AND TAPER.

EXHIBIT F-6

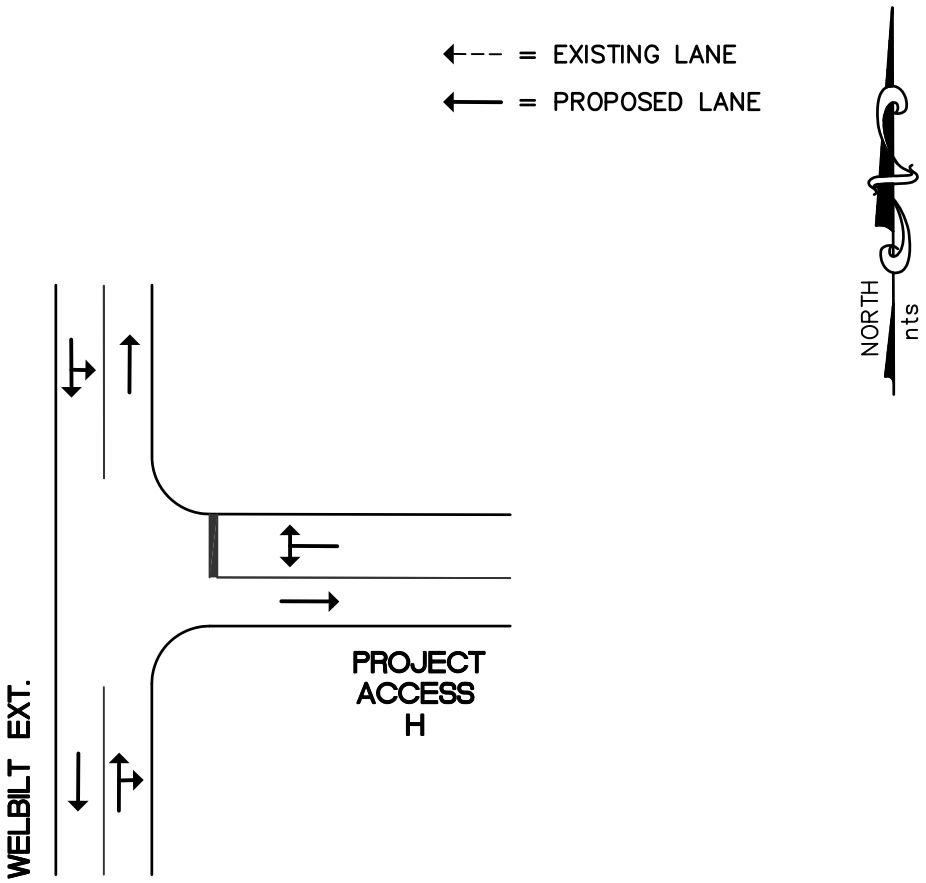


INTERSECTION GEOMETRY

MOVEMENT	LANES	LANE LENGTH
NBL	1	575'
SBR	1	575'
EBL	1	

(1) TURN LANE LENGTH INCLUDE DECELERATION AND TAPER.

EXHIBIT F-7

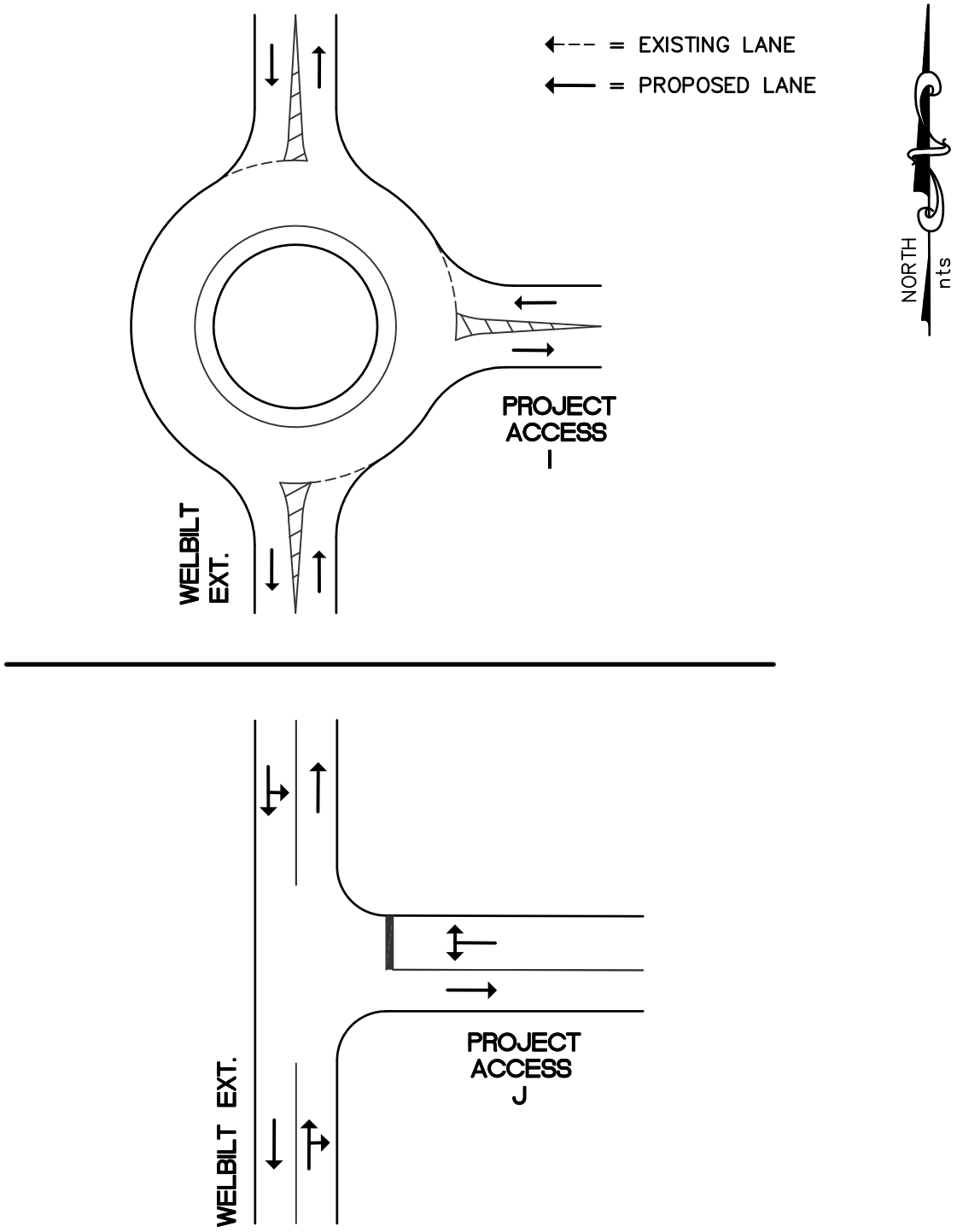


INTERSECTION GEOMETRY

MOVEMENT	LANES	LANE LENGTH (1)
SBL	1	195'

(1) TURN LANE LENGTH INCLUDE DECELERATION AND TAPER.

EXHIBIT F-8



(1) A MINI ROUNDABOUT WILL BE CONSTRUCTED AT ACCESS I OR J. THE DETERMINATION OF THE LOCATION SHALL BE THE SOLE DISCRETION OF THE DEVLOPER.

EXHIBIT F-9

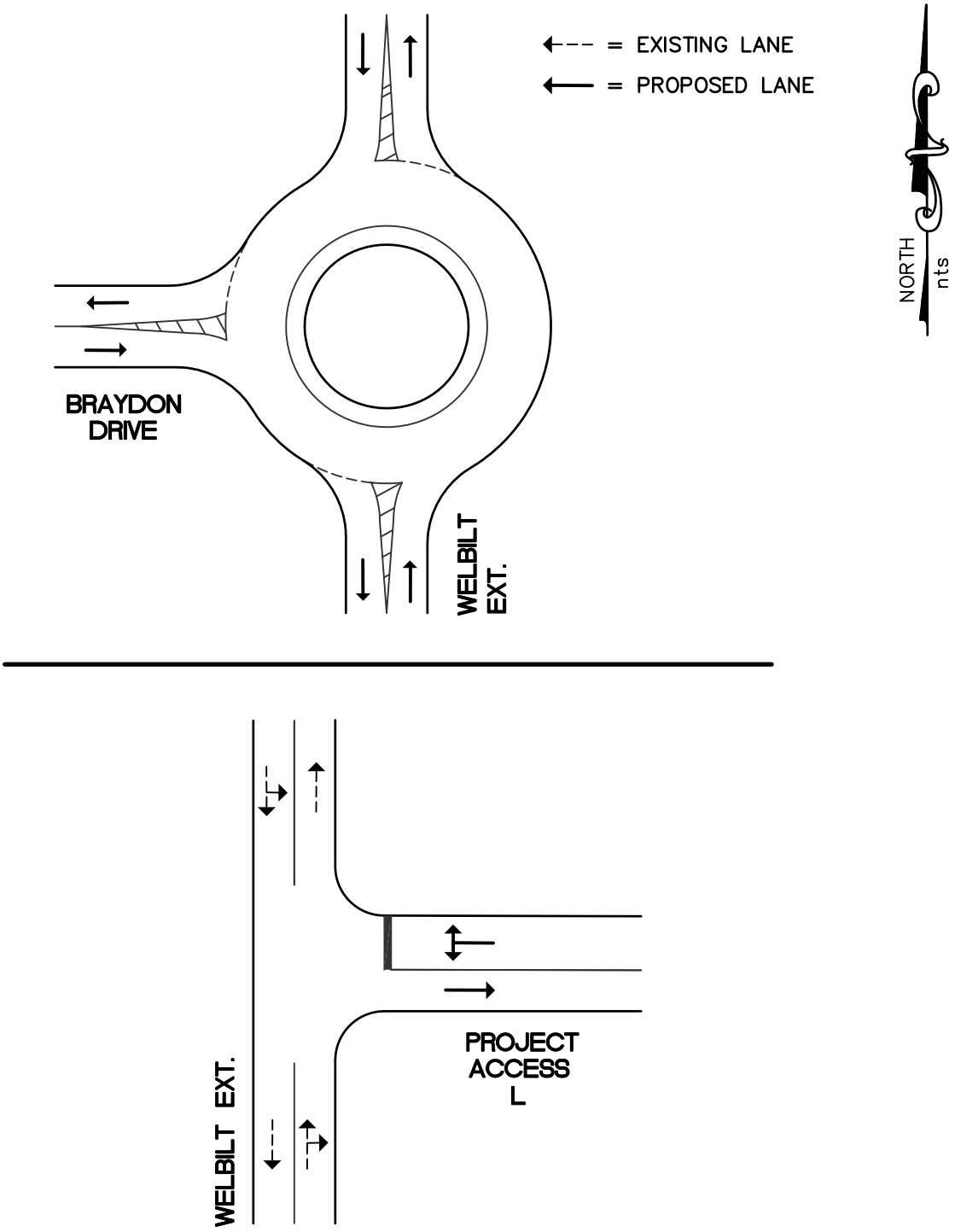

= EXISTING LANE
= PROPOSED LANE
NORTH
nts
BRAYDON
DRIVE
WELBILT
EXT.
WELBILT EXT.
PROJECT
ACCESS
L

EXHIBIT F-10

EXHIBIT G

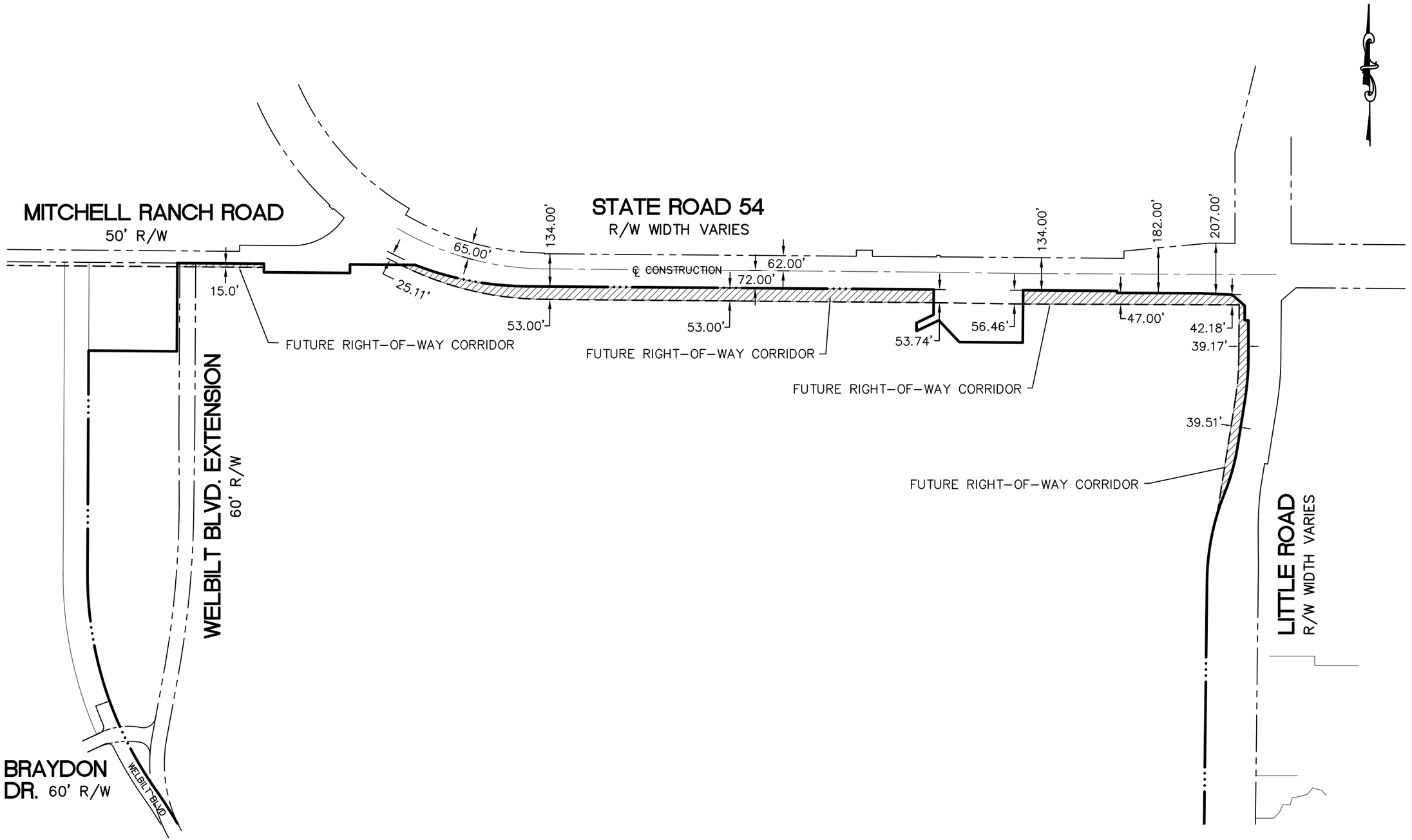
PHASING INFORMATION FOR
EXTERNAL SITE ACCESS IMPROVEMENTS

Access	Percent of Total
A	18%
B	28%
C	9%
D	2%
E	5%
F	7%
G	24%
H	1%
I	1%
J	1%
L	4%
	100%

EXHIBIT H

TRIP GENERATION MONITORING TABLE
(GROSS TRIPS)

PERIOD	IN	OUT	TOTAL
PM PEAK HOUR	1,724	1,695	3,419



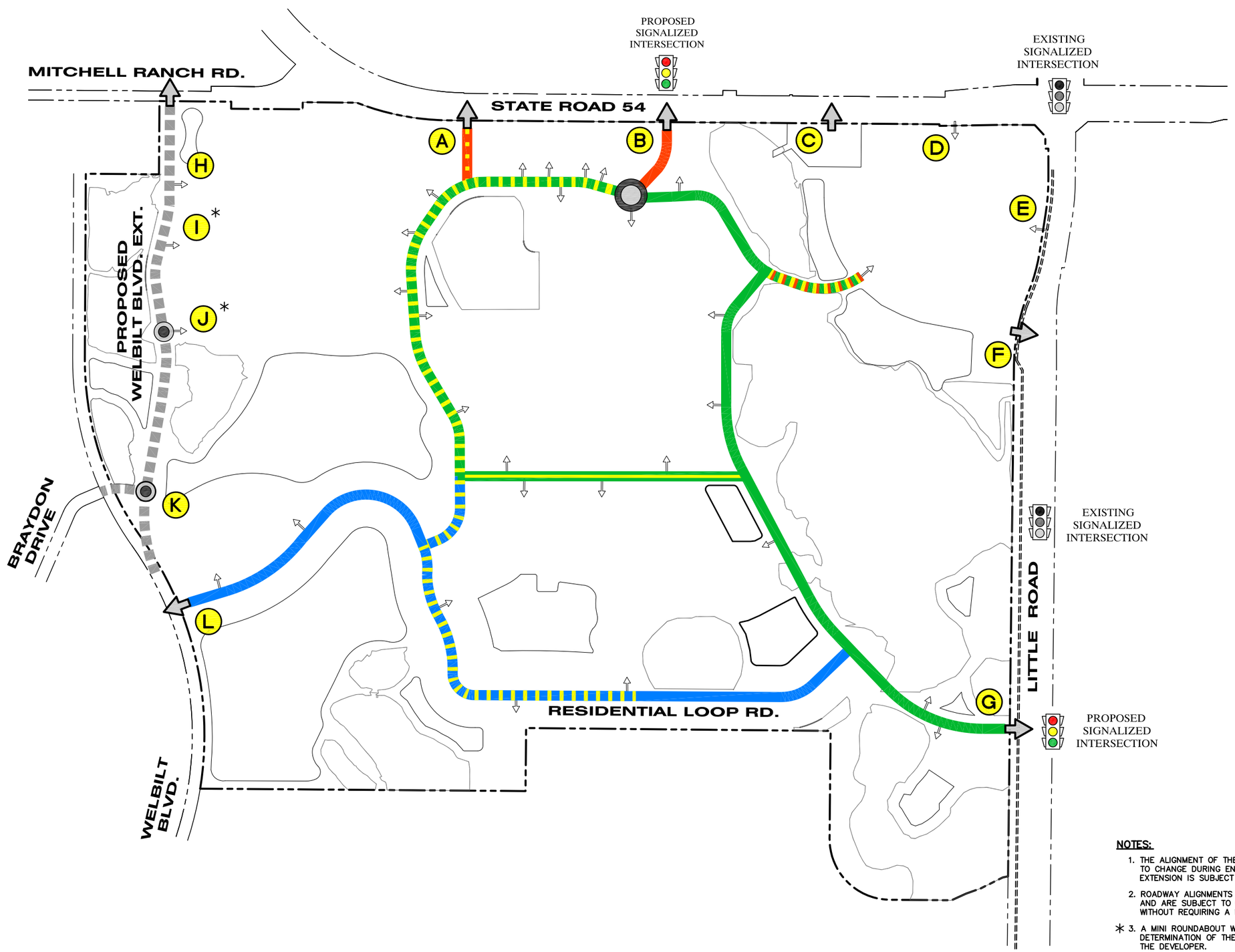
LINCKS & ASSOCIATES, INC.
5023 West Laurel Street
Tampa, Florida 33607
Tel (813) 289-0039
Fax (813) 287-0674
Lic. No. EB0004638
Engineers
Planners

DATE	01/30/15
DESIGNED	OAR/SJH
DRAWN	OAR
CHECKED	SJH
JOB NO.	13135

MITCHELL 54 WEST
EXHIBIT 'I'
RIGHT-OF-WAY DEDICATIONS

REVISIONS	
03/20/15	ADDED RIGHT-OF-WAY AT BRAYDON DR.

SHEET 1 OF 1



LEGEND

- 113' ROW NO ON-STREET PARKING
- 70' ROW NO ON-STREET PARKING
- 51' ROW ON-STREET PARKING
- 55' ROW ON-STREET PARKING
- 70' ROW NO ON-STREET PARKING
- 60' ROW NO ON-STREET PARKING
- 60' ROW ON-STREET PARKING
- 43' ROW NO ON-STREET PARKING
- 60' ROW – PROPOSED NO ON-STREET PARKING
- PRIVATE ACCESS DRIVE
- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- EXISTING 8' SIDEWALK
- ROUNDABOUT
- MINI ROUNDABOUT
- HIGHWAY ACCESS
- PARCEL ACCESS
- EXISTING SIGNAL
- PROPOSED SIGNAL
- A — ACCESS DESIGNATION (SEE SHEET 4 FOR DETAILS)

NOTES:

1. THE ALIGNMENT OF THE EXTENSION OF WELBILT BOULEVARD IS SUBJECT TO CHANGE DURING ENGINEERING DESIGN. THE CONSTRUCTION OF THIS EXTENSION IS SUBJECT TO MOBILITY FEE CREDITS FROM PASCO COUNTY.
2. ROADWAY ALIGNMENTS AND INTERNAL ACCESS POINTS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING THE PERMITTING PROCESS WITHOUT REQUIRING A MPUD MODIFICATION.
3. * A MINI ROUNDABOUT WILL BE CONSTRUCTED AT ACCESS I OR J. THE DETERMINATION OF THE LOCATION SHALL BE THE SOLE DISCRETION OF THE DEVELOPER.
4. SIDEWALK MAY MEANDER OUTSIDE THE RIGHT-OF-WAY ADJACENT TO PARKS.

LINCKS & ASSOCIATES, INC.
5023 West Laurel Street
Tampa, Florida 33607
Tel (813) 289-0039
Fax (813) 287-0674
Lic. No. EB0004638
Engineers
Planners

DATE	05/16/14
DESIGNED	OAR/SJH
DRAWN	OAR
CHECKED	SJH
JOB NO.	13135

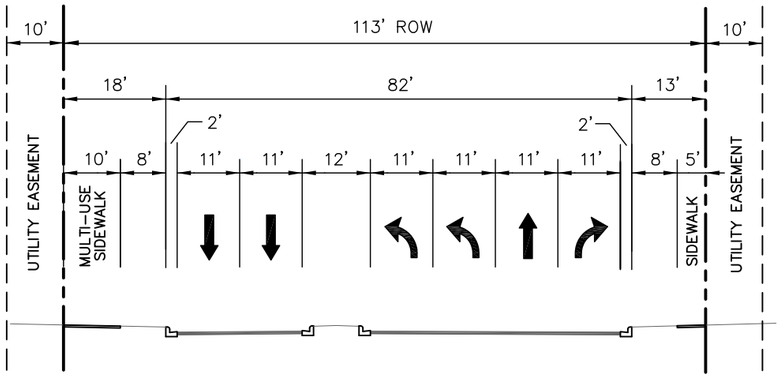
MITCHELL 54 WEST
EXHIBIT 'J'

MASTER ROADWAY PHASING PLAN

REVISIONS

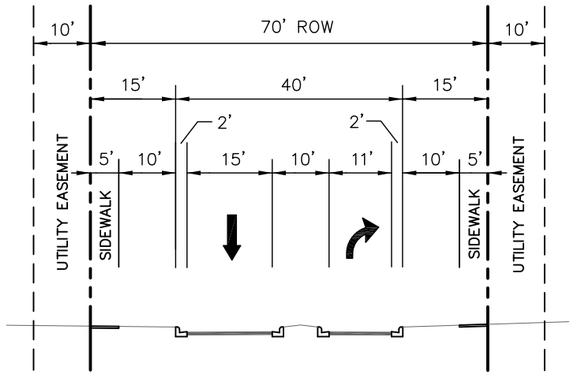
08/15/14	REVISED ROADWAY LANES, SIDEWALKS, AND BUFFERS.
10/06/14	REVISED ROADWAY RIGHT-OF-WAY.
10/23/14	ADDED 43' ROW ROADWAY.
01/30/15	REVISED PER SITE PLAN AND ROADWAY LAYOUT CHANGES.
02/06/15	ADDED ACCESS DESIGNATIONS.
03/16/15	REVISED ACCESSES AND ADDED MINI ROUNDABOUTS.
04/09/15	REVISED CROSS SECTION ON SHEET 2 OF 4.
01/20/16	REVISED PER CLIENT SITE PLAN REVISIONS AND CHANGES.

SHEET 1 OF 4



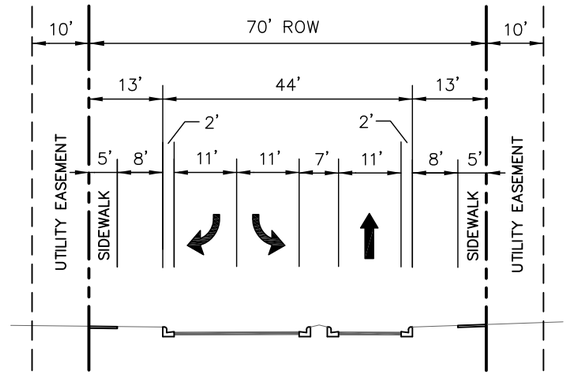
TYPICAL SECTION

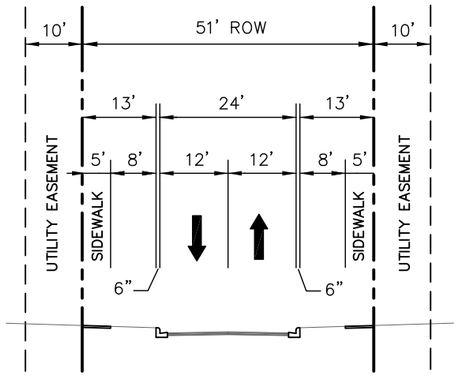
113' RIGHT-OF-WAY
NO ON-STREET PARKING
LOW
DESIGN SPEED: 30-35MPH



TYPICAL SECTION

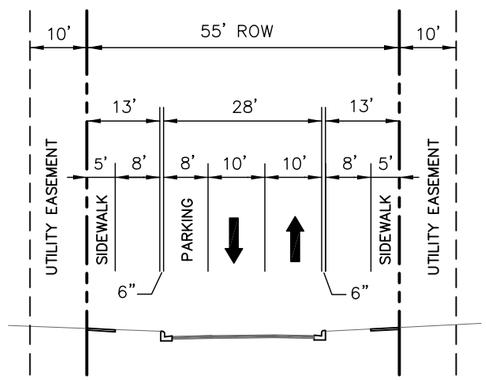
70' RIGHT-OF-WAY
NO ON-STREET PARKING
LOW
DESIGN SPEED: 30-35MPH





TYPICAL SECTION

51' RIGHT-OF-WAY
ON-STREET PARKING
YIELD
DESIGN SPEED: 10-20MPH



TYPICAL SECTION

55' RIGHT-OF-WAY
ON-STREET PARKING
YIELD
DESIGN SPEED: 10-20MPH

LINCKS & ASSOCIATES, INC.
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Tampa, Florida 33607
Tel (813) 289-0039
Fax (813) 287-0674
Lic. No. EB0004638
Engineers
Planners

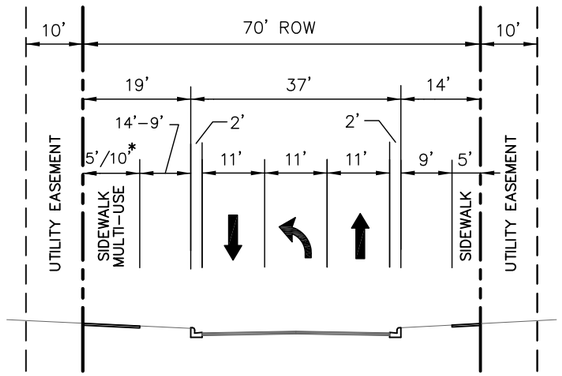
DATE	05/16/14
DESIGNED	OAR/SJH
DRAWN	OAR
CHECKED	SJH
JOB NO.	13135

MITCHELL 54 WEST
EXHIBIT 'J'

MASTER ROADWAY PHASING PLAN

REVISIONS

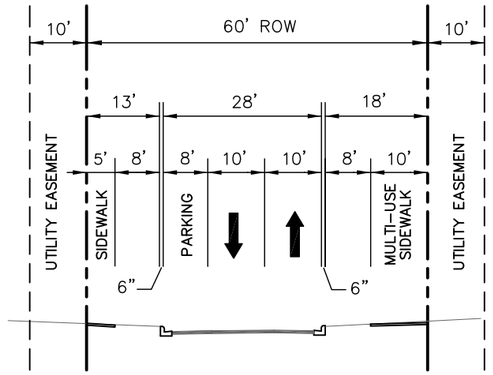
09/15/14	REVISED ROADWAY LANES, SIDEWALKS, AND BUFFERS.
01/30/15	REVISED PER SITE PLAN AND ROADWAY LAYOUT CHANGES.
04/09/15	REVISED CROSS SECTION LANE ARROWS.



TYPICAL SECTION - N/S ROAD

70' RIGHT-OF-WAY
NO ON-STREET PARKING
SLOW
DESIGN SPEED: 20-25MPH

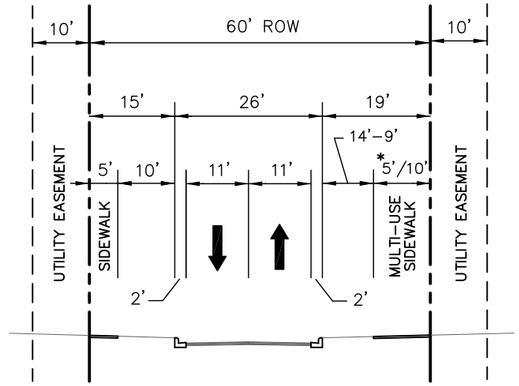
* 5'/10' – SEE THE PEDESTRIAN, TRAILS, PARKS, & MOBILITY PLAN FOR THE LOCATION OF 5' OR 10' SIDEWALK



TYPICAL SECTION

60' RIGHT-OF-WAY
ON-STREET PARKING
YIELD
DESIGN SPEED: 10-20MPH

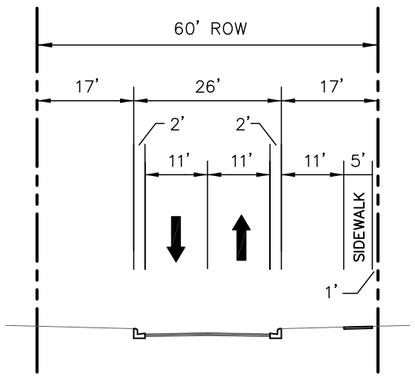
* 5'/10' – SEE THE PEDESTRIAN, TRAILS, PARKS, & MOBILITY PLAN FOR THE LOCATION OF 5' OR 10' SIDEWALK



TYPICAL SECTION

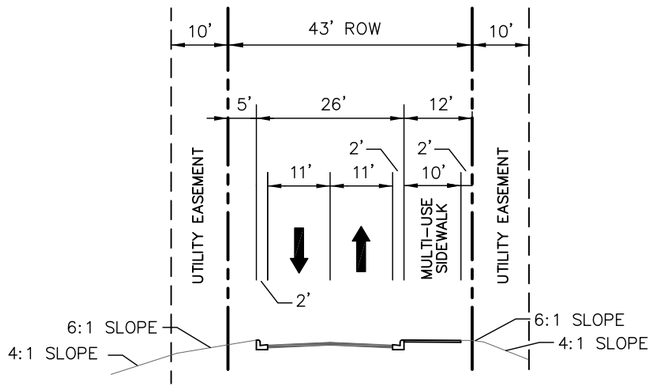
60' RIGHT-OF-WAY
NO ON-STREET PARKING
YIELD
DESIGN SPEED: 10-20MPH

* 5'/10' – SEE THE PEDESTRIAN, TRAILS, PARKS, & MOBILITY PLAN FOR THE LOCATION OF 5' OR 10' SIDEWALK



TYPICAL SECTION
WELBILT BLVD. EXTENSION

60' RIGHT-OF-WAY
NO ON-STREET PARKING
SLOW
DESIGN SPEED: 20-25MPH



TYPICAL SECTION

43' RIGHT-OF-WAY
NO ON-STREET PARKING
YIELD
DESIGN SPEED: 10-20MPH

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DRAWN	OAR
CHECKED	SJH
JOB NO.	13135

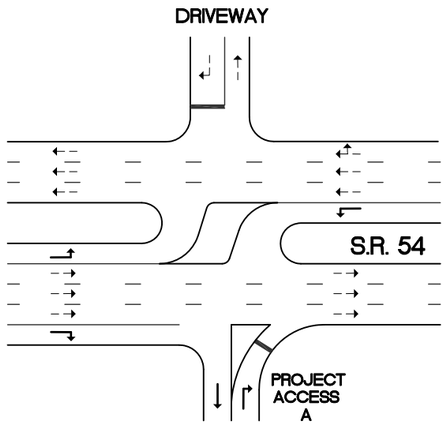
MITCHELL 54 WEST
EXHIBIT 'J'

MASTER ROADWAY PHASING PLAN

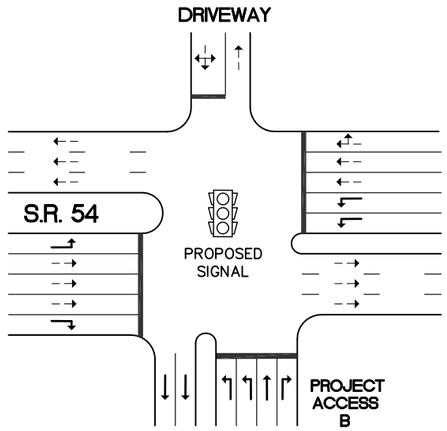
REVISIONS

09/15/14	REVISED ROADWAY LANES, SIDEWALKS, AND BUFFERS.
10/23/14	ADDED NEW 43' ROW CROSS SECTION.
01/30/15	REVISED PER SITE PLAN AND ROADWAY LAYOUT CHANGES.
03/18/15	REVISED PER ROADWAY LAYOUT CHANGES.
04/09/15	REVISED CROSS SECTION DETAIL TEXT.
01/19/16	ADDED NEW 60' RW W/ON STREET PARKING CROSS SECTION.

SHEET 3 OF 4



ACCESS (A) DETAIL



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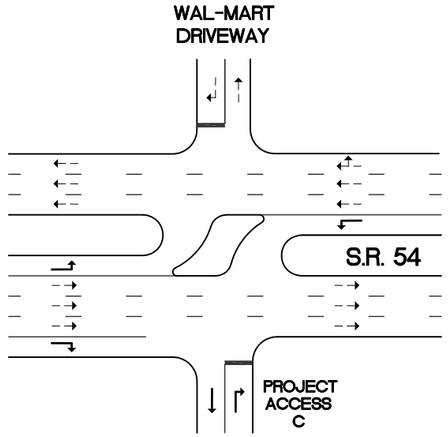
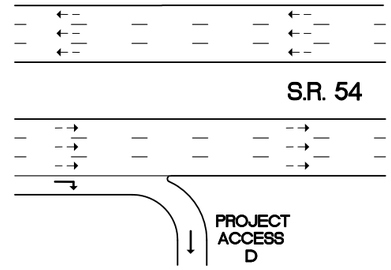


ACCESS (C) DETAIL



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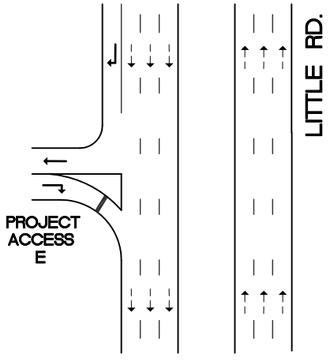
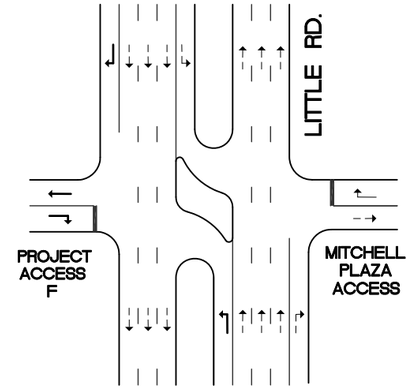
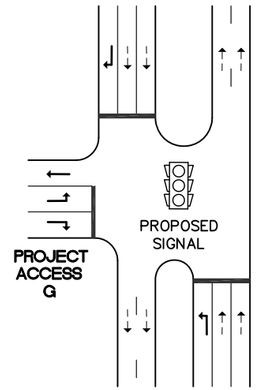


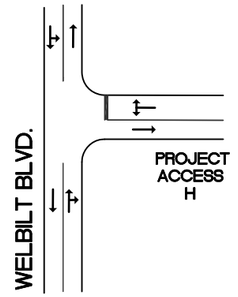
ACCESS (E) DETAIL



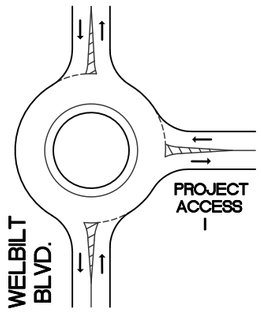
ACCESS (F) DETAIL



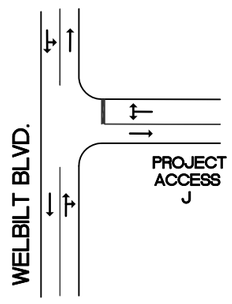
ACCESS (G) DETAIL



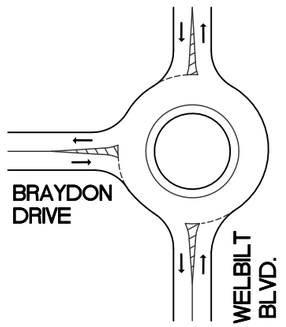
ACCESS (H) DETAIL



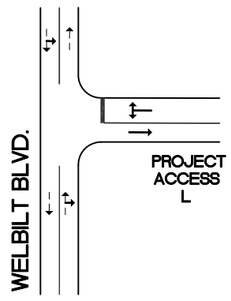
ACCESS (I)* DETAIL



ACCESS (J)* DETAIL



ACCESS (K) DETAIL



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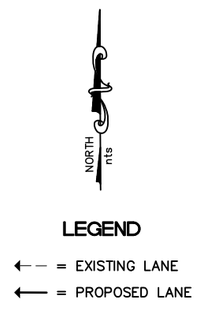

*A MINI ROUNDABOUT WILL BE CONSTRUCTED AT ACCESS I OR J. THE DETERMINATION OF THE LOCATION SHALL BE THE SOLE DISCRETION OF THE DEVELOPER.

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DATE	02/06/15
DESIGNED	OAR/SJH
DRAWN	OAR
CHECKED	SJH
JOB NO.	13135

MITCHELL 54 WEST
EXHIBIT 'J'

MASTER ROADWAY PHASING PLAN

REVISIONS
03/06/15 REVISED ACCESSES A AND H.
02/20/15 REVISED ACCESSES J AND K.

SHEET 4 OF 4

THE MARKETPLACE AT *Trinity*

0′ 80′ 160′ 320 feet

1″ = 80′

LEGEND PASTURE ROAD

BEAR LANDING WAY

BEAR LANDING WAY

STATE ROAD 54

WRA

THE MARKETPLACE AT

Trinity

M&M
REALTY PARTNERS

WRA

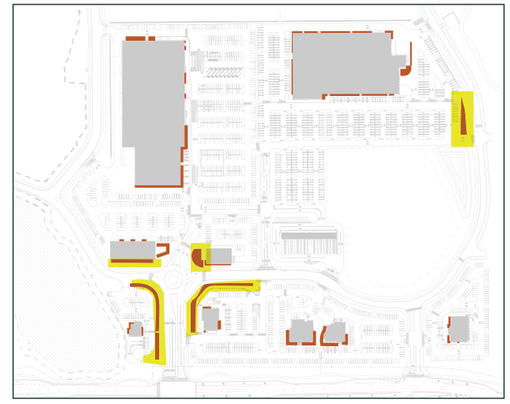


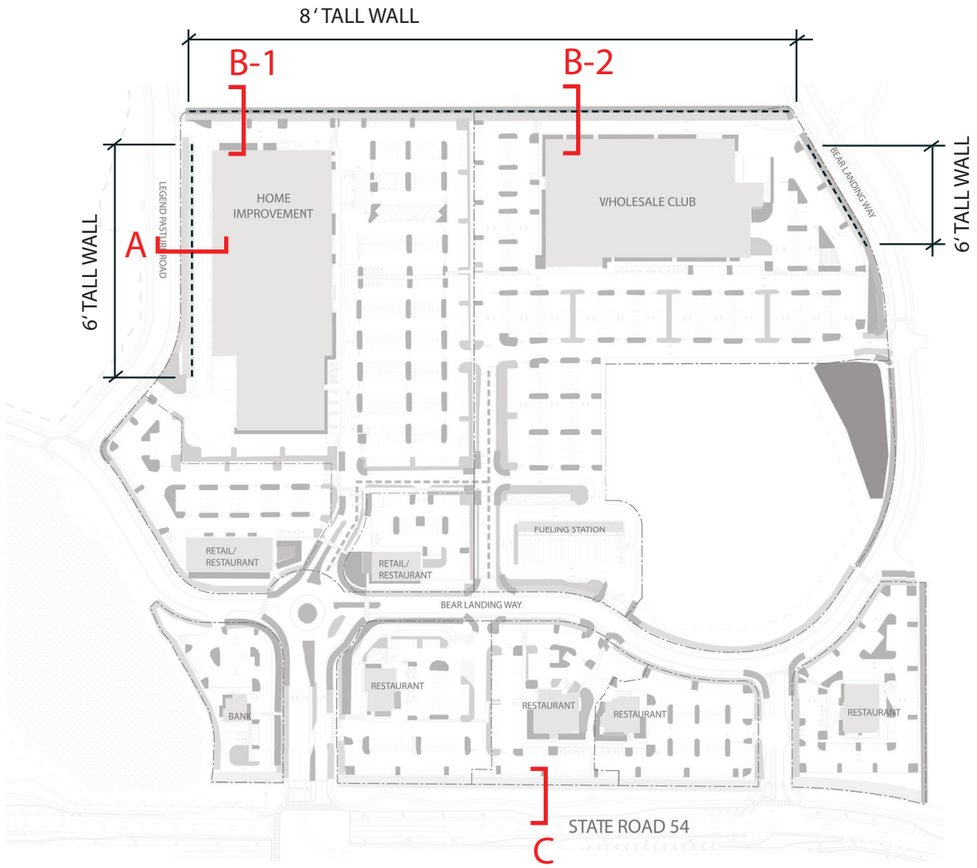
supplement building perimeter landscaping with heavier planting on either side of wall

LEGEND

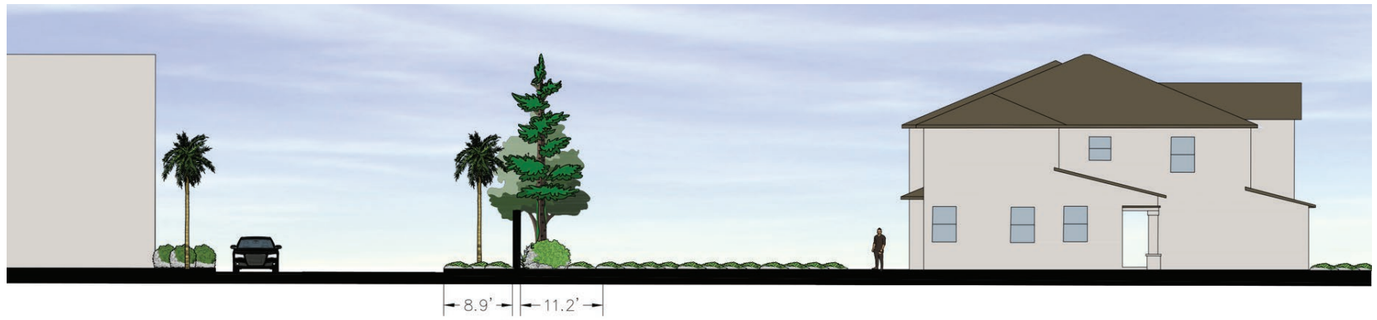
- PARKING ISLAND
- WALL CONDITION 1
- WALL CONDITION 2
- INTERSECTION NODES
- BUFFER TYPE B
- BUFFER TYPE A
- BUFFER TYPE D-2
- SERVICE SCREENING
- ENTRYWAY
- MAIN DRIVE
- MEDIAN
- WATER MANAGEMENT PONDS
- BUILDING PERIMETER LANDSCAPING
- PATIO

Building perimeter landscaping on the south side of BJ's will be relocated throughout site in areas highlighted in yellow below to make a greater site impact.





SECTION B-1 (8' WALL HEIGHT)



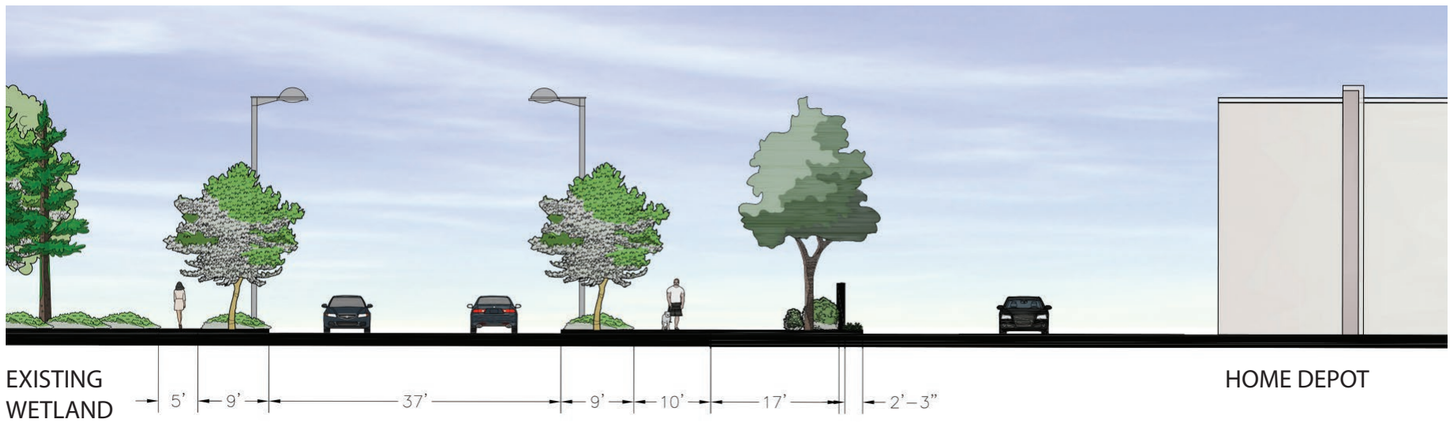
HOME DEPOT BUFFER B TOWNHOMES

SECTION B-2 (8' WALL HEIGHT)



BJ'S SIDEWALK BUFFER B TOWNHOMES

SECTION A (6' WALL HEIGHT)



EXISTING WETLAND HOME DEPOT

LEGEND PASTURE RD BUFFER D-1

SECTION C



STATE ROAD 54

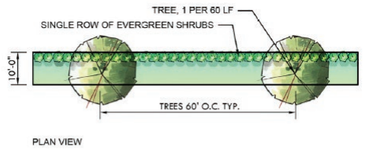


LANDSCAPE BUFFERS

- When landscape buffers align with wall locations, place plant material on street side (outer edge of project site)
- For landcape buffers that are shown on both sides of the street, mirror planting on each side of street for uniform 'streetscape' look.

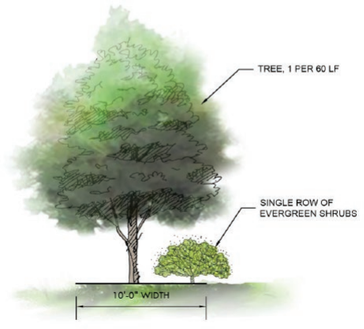
Buffer Type	Width	Shade Trees[1]	Shrubs	Visual Screening[2]	Accent Plantings[3]
A Light	10	1 / 60 LF	Single row of evergreen shrubs	N/A	N/A
B Moderate	15	1 / 30 LF	Single row of evergreen shrubs	6' min - 8' max with any combination: Opaque fence (no wood or chain link), wall, berm, or hedge (plantings 1 / 5 LF)	N/A
D-2 Nonlocal Roadway- Vehicle Use Area	Varies [4][5]	1 / 30 LF	Double row of staggered evergreen shrubs 3' tall at planting OR Combination of a berm and single row of evergreen shrubs, 3' tall at installation	30 / 100 linear foot	

BUFFER TYPE A



PLAN VIEW

- To provide diversity, up to 30% of required shade trees may be substituted with ornamental trees and/or groups of palms
- Provide single row of shrubs



SECTION VIEW

<u>Trees</u>
Sycamore
65' height, 40' wide



(Shade Tree)
*2" caliper and
min 6' tall at installation

<u>Shrubs</u>
Sweet Viburnum
4' high

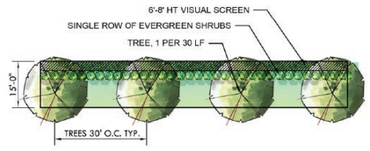


<u>Accent Plantings</u>
Pringles podocarpus
2' height



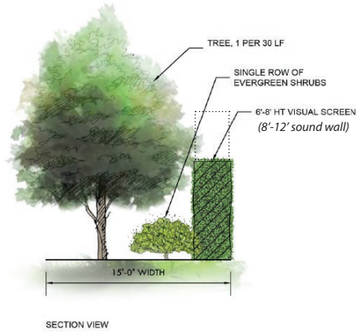


BUFFER TYPE B



PLAN VIEW

- To provide diversity, up to 30% of required shade trees may be substituded with ornamental trees and/or groups of palms
- Single row of evergreen shrubs will be continuous along wall
- Splash pines can be located behind wall, cabbage palms in front of wall - both trees can count to buffer requirements.



SECTION VIEW

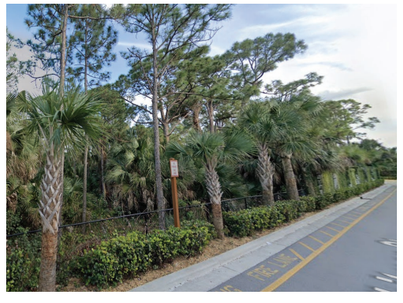
<u>Trees</u>
(Palm Tree)
*3 palms = one shade tree
min 10' tall of clear trunk
at installation

Cabbage Palm
50' tall x 15' wide



Sylvester Palm
50' tall x 15' wide





<u>Row of Evergreen Shrubs</u>

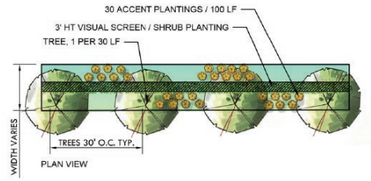
Firefly Firebush
4' tall



Walter's Viburnum
3' tall x 3' wide

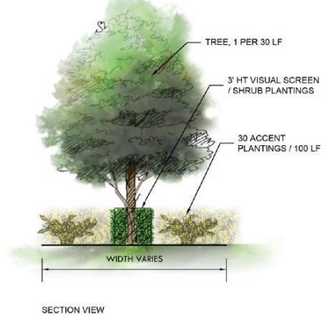


BUFFER TYPE D-2



PLAN VIEW

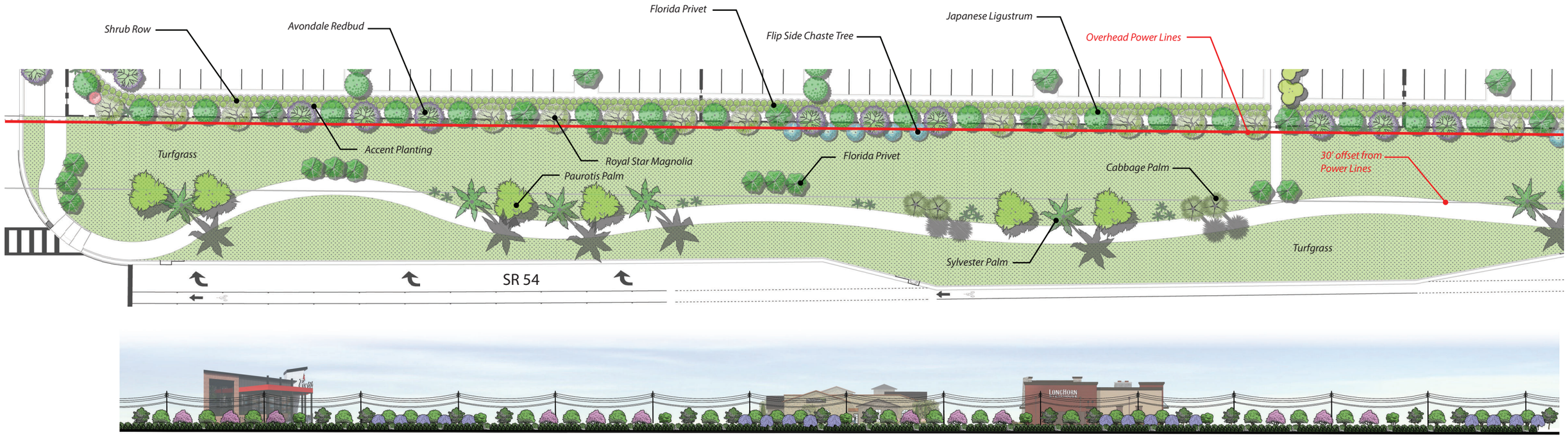
- To provide diversity, up to 30% of required shade trees may be substituded with ornamental trees and/or groups of palms (2 ornamental trees = 1 shade tree) Use ornamental trees under power lines.
- Provide 3' high minimum shrub row along full extents of buffer
- Provide additional accent plantings, 30 per 100 linear feet.
- Landscape buffers along walls will be located on the outside edge of wall, closest to the outer perimeter of the site.



SECTION VIEW



BUFFER TYPE D-2



Ornamental Trees

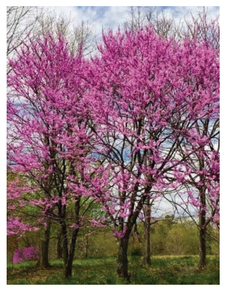
Royal Star Magnolia
13' tall x 11' wide



Japanese Ligustrum
12' tall x 8' wide



Avondale Redbud
12' tall x 12' wide



Florida Privet
10' tall x 8' wide



Flip Side Chaste Tree
8' tall x 10' wide



2 Ornamental Trees = 1 Shade Tree
2" caliper and min 6' tall at installation

Shrub Row
Firefly Firebush
4' tall



Dwarf Walter's Viburnum
3' tall x 3' wide



Accent Plantings
Pink Muhly Grass
3' tall x 3' wide



Sylvester Palm
50' tall x 15' wide



Paurotis Palm
30' tall x 12' wide



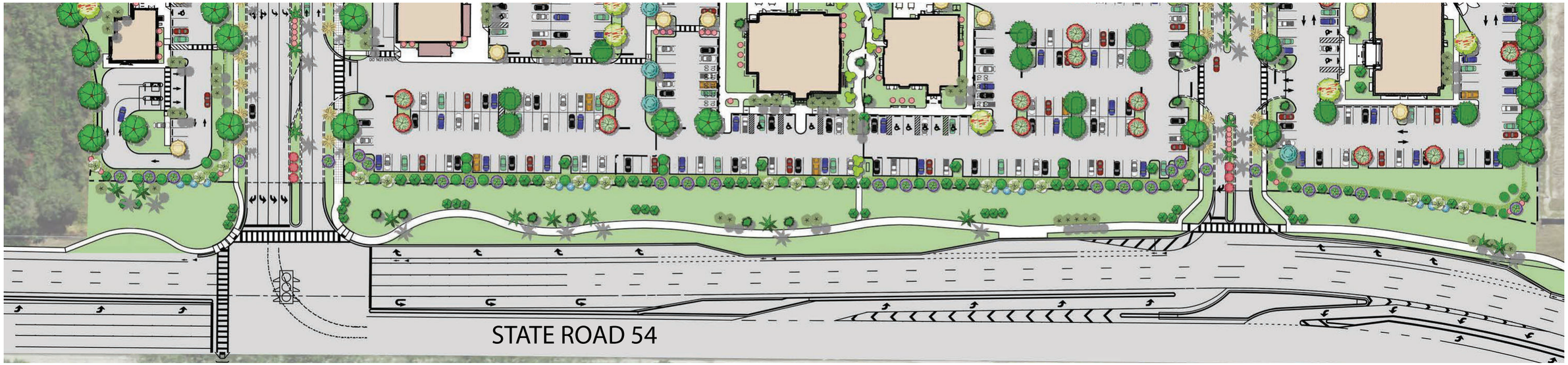
Cabbage Palm
50' tall x 15' wide

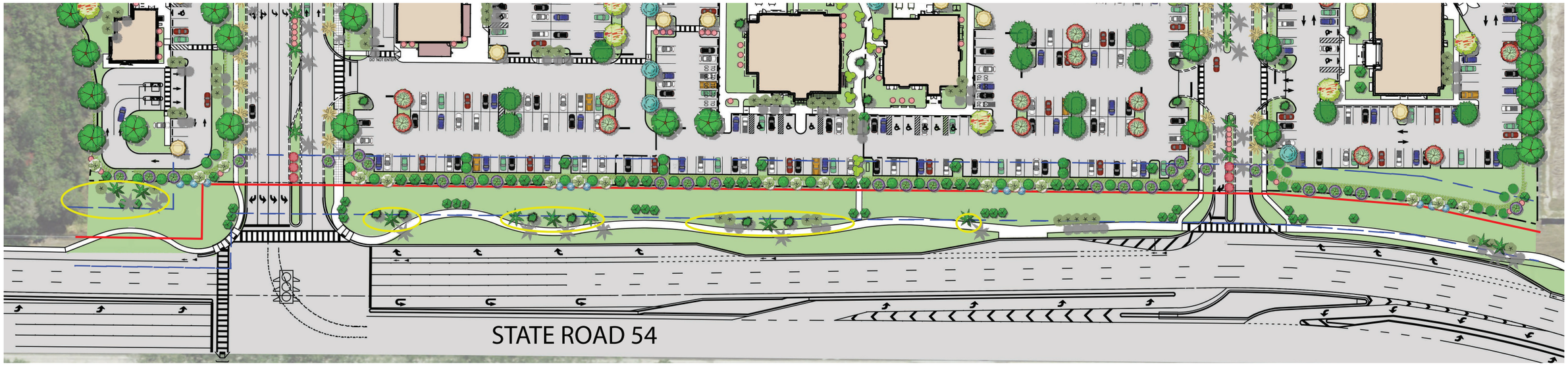


FPL Right Tree Right Place:
provide 30' offset from overhead utility lines for large tree species

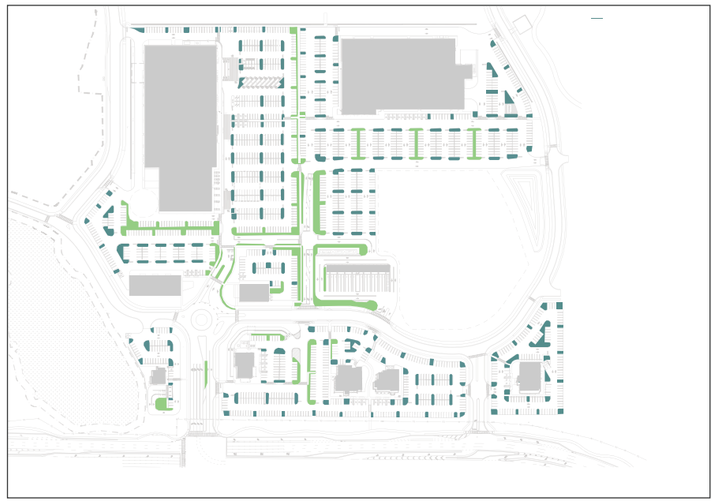
Florida Statutes, Title XI, Chapter 163, Section 3209: *"plan shall not require the planting of a tree or other vegetation that will achieve a height greater than 14 feet in an established electric right-of-way"*
Note: small ornamental trees used instead of Shade Trees, per Florida Statute. Many of these species have been previously approved by Duke Engergy, and are readily found in local plant nurseries.

BUFFER TYPE D-2





Highlighted green is Pasco County Right-of-Way. The red line shows the overhead utility location. The blue dashed line is the 30' recommended offset for overstory trees adjacent to utility lines, per FPL. There's a few key locations where taller trees, such as palms could be added to enhance the buffer along State Road 54. If desired, additional understory trees could be added within county right-of-way, in the areas within the 30' overhead utility offset.



LANDSCAPE ISLANDS AND MEDIANS

- A minimum of 10% of the on-site vehicular use area (VUA) shall be devoted to interior landscaped areas.
- Other than trees, planting materials shall naturally grow no taller than 30 inches.
- Max of ten parking spaces between islands
- Terminal islands: 10' minimum width

ISLANDS

- 10 parking spaces between islands max
- 10' width minimum
- Two ornamental trees per island
  - *Eagleston Holly*
- Or one evergreen shade tree per island
  - *Swamp Bay*
  - *Rainbow Cassia*

Ornamental Tree
Eagleston Holly
25' tall x 15' wide



(Ornamental Tree)

2 Ornamental Trees = 1 Shade Tree
*2" caliper and
min 6' tall at installation

Groundcovers

Aztec Grass
15" tall



Asian Jasmine
Groundcover
6"-18" tall



Perennial Peanut
6"-18" tall



Small Shrub

Ballerina
Indian Hawthorn
2'-3' tall x 3'-4' wide



Purple Daydream
Dwarf Loropetalum
2'-3' tall x 3'-4' wide



Medium Shrub

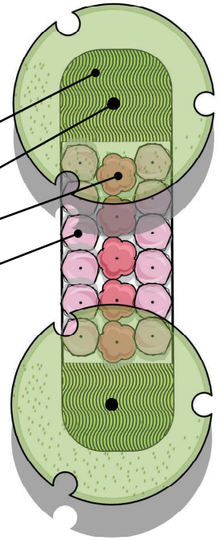
Nana Holly
3'-4' tall x 3'-5' wide



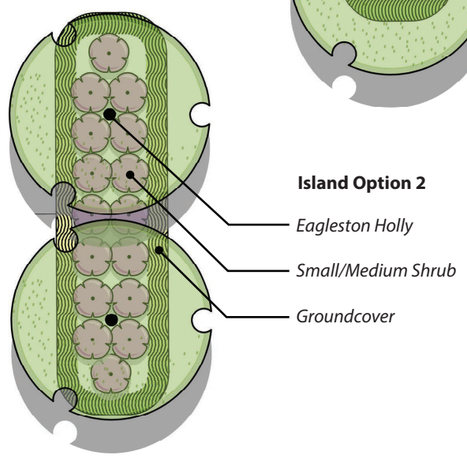
Sunshine Ligustrum
3'-4' tall x 3'-4' wide



Island Option 1



Island Option 2



MEDIANS

- 5' width minimum
- One shade tree per 30'



(Shade Palm)
1 shade palm = 1 shade tree
10' clear trunk at installation

Sylvester Date Palm
40'-50' tall x 10'-15' wide

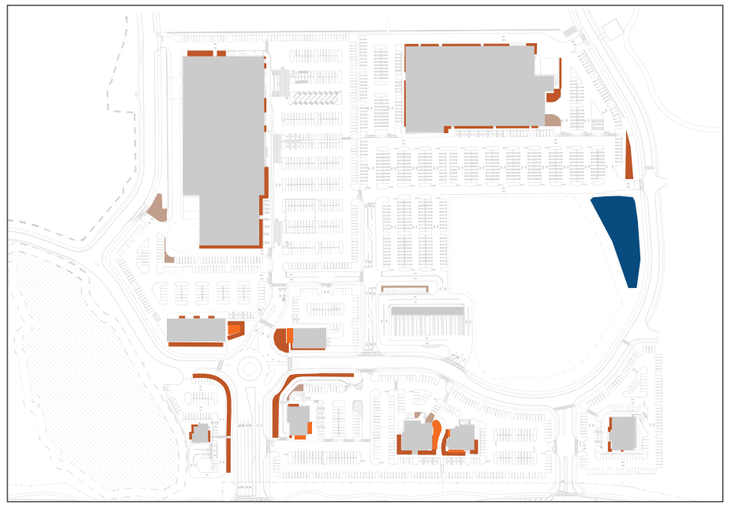


Trinette Schefflera
3' tall x 3' wide



Pringles Podocarpus
4' tall x 6' wide





BUILDING PERIMETER, PATIOS, SERVICE SCREENING, WATER MANAGEMENT PONDS



(Palm)
3 palms = 1 shade tree | 10' clear trunk at installation | triple stem minimum if using multi-stem

PATIOS

- Accent with color
- Accent with smaller palms
- Layer shrubs such as podocarpus and firebush to define space.
- Raised planters can also be used.

Hibiscus
5' tall x 5' wide



Ti Plant
pruned to 5' tall x 3' wide



Roebelenii Palm
12' tall x 10' wide



Triple Foxtail Palm
40' tall x 12' wide



Podocarpus
3' or shorter
unless edging bldg



Dwarf Firebush
3'-5' tall x 3'-5' wide



BUILDING PERIMETER

- 50% of building perimeter
- Perimeter landscape must = 10% of proposed ground-level floor area
- 5' width minimum
- One ornamental tree/group of 3 palms per 50 linear feet
- Single row of plants 36" high minimum
- Could also include pavement cut-outs within 15' of building facade.





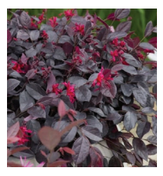
Dwarf Firebush
3' tall x 3' wide



Dwarf Red Ixora
3' tall x 3' wide



Ever Red Sunset
Loropetalum
6' tall x 6' wide



Ever Blooming Gardenia
4' tall x 3' wide



Shrubby Yew Podocarpus
6' tall minimum



Petite Pink Oleander
5' tall x 5' wide

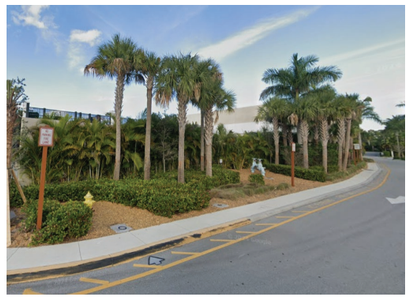


(Palm)
3 palms = 1 shade tree
10' clear trunk at installation
triple stem minimum

Triple Foxtail Palm
40' tall x 10' wide



(Palm)
3 palms = 1 shade tree
10' clear trunk at installation



SERVICE SCREENING

- Cabbage Palms
- Splash Pine
- Layer with shrubs and grasses

Dwarf Fountain Grass
3' tall x 2' wide



Silver Saw Palmetto
7' tall x 4' wide



Cabbage Palm
50' tall x 15' wide



Pink Muhly Grass
3' tall x 3' wide



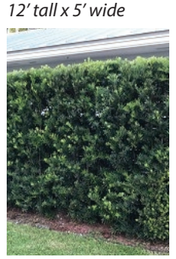
Firefly Firebush
8' tall x 10' wide



Slash Pine
75' tall x 35' wide

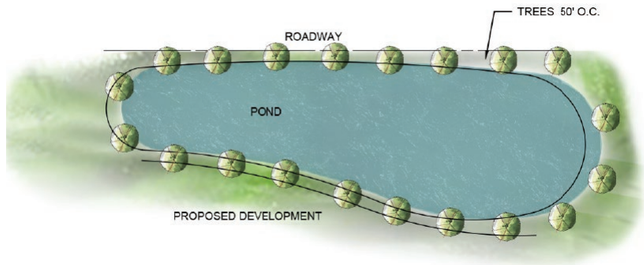


Maki Podocarpus
12' tall x 5' wide



WATER MANAGEMENT PONDS

- 1 tree/ 50 linear feet of perimeter



Sand Live Oak
40' tall x 50' wide

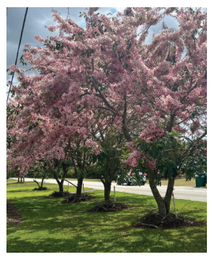


(Shade Tree)
*2" caliper and
min 6' tall at installation

Sweetbay Magnolia
50' tall x 25' wide



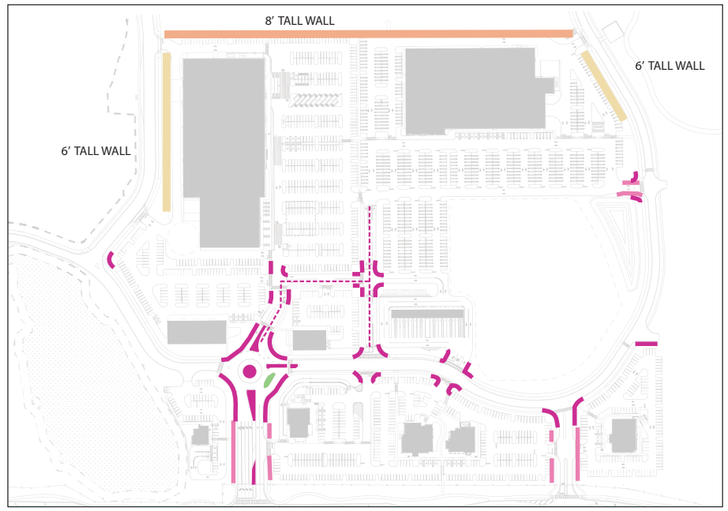
Pink Shower Tree
30' tall x 30' wide



Bald Cypress
70' tall x 35' wide



WALLS, INTERSECTION NODES, ENTRYWAYS, MAIN DRIVES



MAIN DRIVES

- Sylvester Palms with variety of understory

(Shade Palm)
1 shade palm = 1 shade tree
10' clear trunk at installation

Sylvester Date Palm



Trinette Schefflera



Podocarpus



Perennial Peanut
6"-18" tall



ENTRYWAYS

- Sylvester Date Palm
- Accent of Double Foxtail Palms
- layer understory with shrubs

(Shade Palm)
1 shade palm = 1 shade tree
10' clear trunk at installation

Sylvester Date Palm





Triple Foxtail Palm

(Palm)
3 palms = 1 shade tree
10' clear trunk at installation
triple stem minimum



Trinette Schefflera



Blue Daze



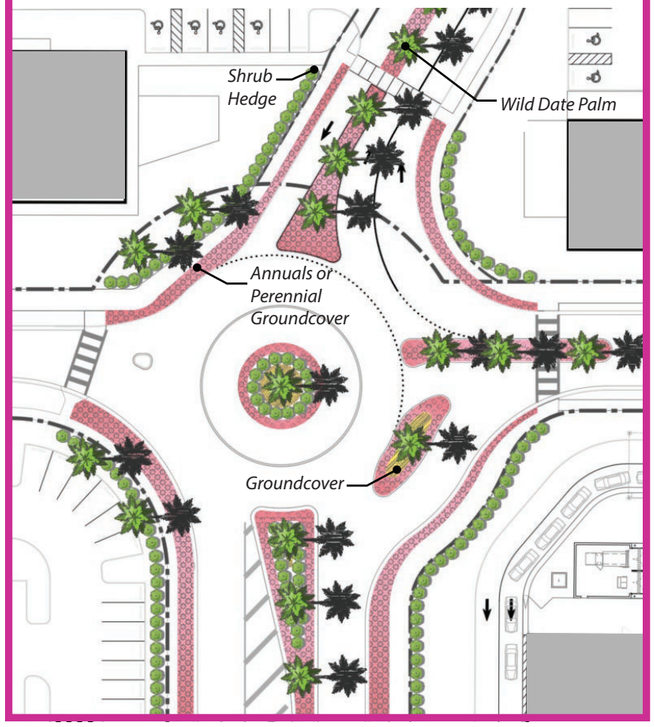
Podocarpus

Liriope



CENTER OF ROUNDABOUT

- Annuals for pops of color (see intersection nodes image) or perennial groundcovers with color (such as dwarf morning glory, dwarf oyster plant)
- Signature palm tree (Wild Date Palm)
- Shrub Hedge (Podocarpus Pringles - 2 tall // Gold Capella schefflera 2' tall)
- Groundcover (Perennial Peanut or Asian Jasmine)



WALL CONDITION 1

- Pines & Magnolias in clusters
- Pink Muhly grass below
- clustered Palm trees on big box side
- 8' tall wall





Slash Pine
60' tall x 35' wide

(Shade Tree)
*2" caliper and
min 6' tall at installation

Longleaf Pine
50' tall x 35' wide

(Shade Tree)
*2" caliper and
min 6' tall at installation





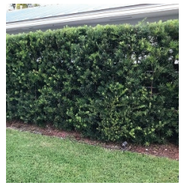
WALL CONDITION 2

- single layer of hedge
- Sycamore trees
- clustered Palm trees

- hedge and trees located along wall, away from the Big Box side of the wall)
- This allows a dense landscape screen, within a 3' width between the wall and Home Depot staging space.
- 6' tall wall



Podocarpus
4' tall





Trees
Sycamore
65' height, 40' wide



INTERSECTION NODES

- Annuals for pops of color



From: Planning
To: William Vermillion
Subject: FW: App. No. RZ-7897).
Date: Friday, May 8, 2026 9:37:08 AM

Will,

Please see below.

Thanks!

Sincerely,

Krista Jacobs
Planning Assistant I
Planning Services
Planning, Development and
Economic Growth
Department
Pasco County
P: 727-380-3419
West Pasco Government Center
8731 Citizens Drive, Suite 200
New Port Richey, FL 34654
kjacobs@mypasco.net
www.mypasco.net

"Serving our community to create a better future."

If you would not mind, please click the BLUE link below to submit a Customer Comment Card , your feedback is very important to us.
Customer Comment Card

Pasco County Social Media:

-----Original Message-----
From: HARVEY YENKINSON <vetcraft@aol.com>
Sent: Friday, May 8, 2026 9:27 AM
To: Planning <Planning@pascocountyfl.net>
Subject: App. No. RZ-7897).

Planning board,

As a resident of adjacent Bryant Square Estates, I would like to voice my strong opposition to the proposed 240 room hotel.

Our planning commission established building zones for a reason which is to allow building structures consistent with the communities character, requirements, and resources. Rezoning should only be allowed when it provides or does not diminish benefits to the existing community.

Homeowners, like myself, purchased homes in this community based on the knowledge of what businesses were to

be built on adjacent land, a huge hotel not being one of them.

Rezoning to allow such a structure to be built would be unfair, unneeded, and create detrimental effects to our community including late night noise, burdensome traffic, and be detrimental to the character of our community.

I respectfully ask that this Rezoning be denied

Dr Harvey Yenkinson BS VMD
8334 Capstone Ranch Drive
New Port Richey, Florida 34655
Sent from my iPhone

AFFIDAVIT ATTESTING TO PUBLIC NOTICING

STATE OF FLORIDA
COUNTY OF PASCO

Barbara L. Wilhite, that I am, we are, the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Numbers (List All): 23-26-16-0110-0D600-0000; 23-26-16-0110-0D500-0000; 23-26-16-0110-0D400-0000; 23-26-16-0110-0D300-000; 26-26-16-0000-00100-0100, and, 26-26-16-0000-00100-0110

That this property constitutes the property for which a variance(s) and or development approval is requested according to Project Name and Project Number and Variance(s) is listed below:

Project Name: Mitchell 54 West

Project Number: RZ-7897

That attached is the following:

X Certificate of Mailing for which public hearing notices were mailed on 05/07/2026

X Photos showing the placement of the public hearing sign posted on the property on 05/07/2026

Barbara L. Wilhite, Agent of Record

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of May, 2026, by Barbara L. Wilhite. She is personally known to me ☒ or has produced _____ as identification.

My Commission Expires: 8/4/2029

JOCELYN TAYLOR
Notary Public
State of Florida
Comm# HH706454
Expires 8/4/2029

Notary Public
Jocelyn Taylor

BARBARA L. WILHITE, P.A.

ATTORNEY AT LAW

6327 Grand Boulevard
New Port Richey, FL 34652

Barbara L. Wilhite, P.A.
Barbara @wilhitelaw.net

TELEPHONE: (727)-942-0733
FAX: (727) 944-3711

May 07, 2026

RE: Mitchell 54 West MPUD Amendment (RZ-7897)

Dear Property Owner:

This letter is to notify you that a Substantial MPUD Amendment to the approved Mitchell 54 West MPUD (RZ-7897) has been filed in the name of a property owner within the project, M&M ROUTE 54 WEST LLC (owner of Parcel ID Nos. 23-26-16-0110-0D600-0000; 23-26-16-0110-0D500-0000; 23-26-16-0110-0D400-0000; 23-26-16-0110-0D300-000; 26-26-16-0000-00100-0100, and, 26-26-16-0000-00100-0110) *to add 240 hotel rooms, remove apartment entitlements, prohibit land use exchanges for additional apartments, decrease commercial from 980,000 sq ft to 460,000 sq ft (of which 175,000 sq ft has already been built), remove requirement for transit oriented design/MUTRM, and add requirements for a binding concept plan, binding building material and palette plan, binding connectivity plan, binding master landscape plan and binding master landscape package.*

The MPUD is generally located around the southwest corner of Little Road and S.R. 54 and contains approximately 333 acres m.o.l.

The public hearings for the consideration of this application will be held as follows:

Planning Commission RZ-7897	**05/21/2026**	**West Pasco Government Center 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**
Board of County Commissioners RZ-7897	**06/16/2026**	**West Pasco Government Center 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**

The application and all supporting documentation on file regarding the Rezoning Application can be viewed by contacting, William Vermillion, AICP, CNU-A, Senior Planner, Planning, Development, and Economic Growth Department, 8731 Citizens Drive, Suite 210, New Port Richey, FL 34644; 727-380-3521; wvermillion@mypasco.net.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition. Any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

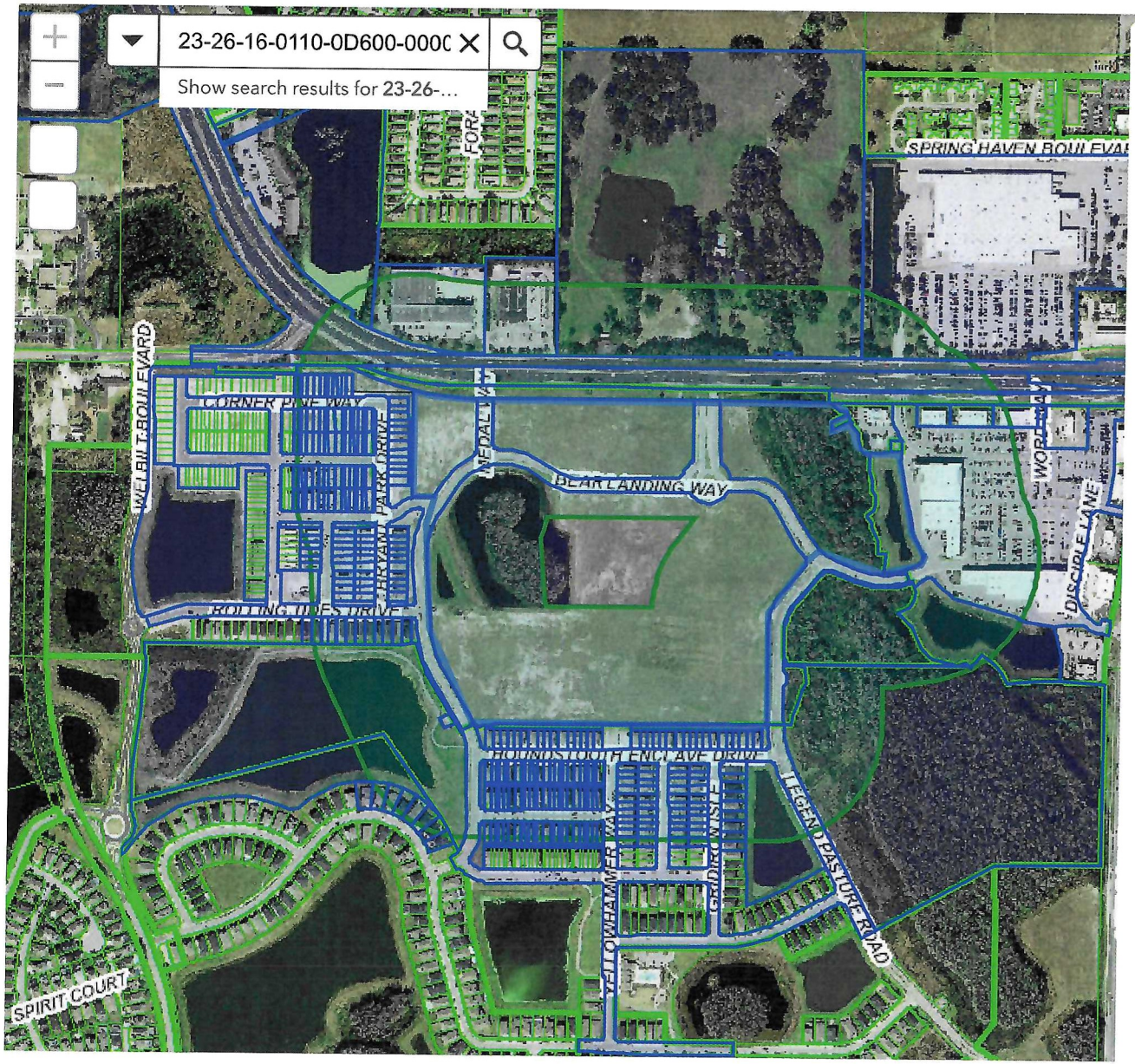
On occasion, applications may be continued. It is your responsibility to contact this office or the above-contact at the County to confirm the above-scheduled public hearing dates.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Very truly yours,

Barbara L. Wilhite

Mike Wells Pasco County Property Appraiser



Public Notification

Select or search for a feature in the map

Apply a search distance

500 Feet

Addressee Layer

Address

Format

Comma-separated values (CSV)

355 addressees found; do you want to continue?

Review Download

https://maps.pascopa.com/?find=33-24-18-0000-04000-0000

RZ-7897 Mitchell 54 West

Total 147

Parcel	Name 1	Name 2	Address 1	Address 2	City
23-26-16-0110-23B00-0020	ABBA KARAS REALTY LLC		8312 CRESCENT OAKS DR		NEW PORT RICHEY, FL 34655
23-26-16-0110-23B00-0030	ABBA KARAS REALTY LLC		13709 RANGELAND BLVD		ODESSA, FL 33556
23-26-16-0110-18B00-0080	ABDELMASIH GEORGE S T MASOUD & BASTA MARTINA ADE		8318 ROLLING TIDES DR		NEW PORT RICHEY, FL 34655
23-26-16-0110-24F00-0050	AFIK GUY JOSEPH & STRYCHALSKI KRISTEN MICHELLE		8337 CRESCENT OAKS DR		NEW PORT RICHEY, FL 34655
23-26-16-0110-20B00-0060	ALBERT PATSY M		21025 LAKE VIENNA DR		LAND O LAKES, FL 34638
23-26-16-0110-23F00-0070	ALBERT PAUL JASON		1245 SPOTSWOOD CT		TRINITY, FL 34655
23-26-16-0110-23A00-0070	ALESSI MAEGAN DANIELLE		8326 CRESCENT OAKS DR		NEW PORT RICHEY, FL 34655
23-26-16-0110-21D00-0020	ALLATOONA PROPERTIES LLC		5605 LEEWARD LN		NEW PORT RICHEY, FL 34652-3080
23-26-16-0110-23A00-0010	ALLEN NIGEL ANTHONY CARLISLE		8346 CRESCENT OAKS DR		NEW PORT RICHEY, FL 34655
23-26-16-0110-24B00-0020	ANDRAWES SHERIF A & MYRNA		2 HAYFIELD CT		HOLMDEL, NJ 07733
23-26-16-0110-24A00-0050	ANTONIO MA FRANCESCA & BORRES JENNY GALANG		8332 CORNER PINE WAY		NEW PORT RICHEY, FL 34655
23-26-16-0110-26D00-0010	ARRITT BRADLEY JAMES & ALEXANDRA CAMILE		8305 CORNER PINE WAY		NEW PORT RICHEY, FL 34655
23-26-16-0110-24F00-0010	AZMOUDEH MEHRSIMA & GHANE JOHN		12558 WEDGWOOD CIR		TUSTIN, CA 92780
26-26-16-0090-01000-0250	BALKCOM GEOFFREY ADAM & NICOLE ILENE		2920 GRIDIRON ISLE		NEW PORT RICHEY, FL 34655-0097
23-26-16-0110-23A00-0060	BANDI PRASANTH		8328 CRESCENT OAKS DR		NEW PORT RICHEY, FL 34655
23-26-16-0110-23A00-0040	BARDACHENKO ANDRII		11644 ECCLESIA DR		TAMPA, FL 33626
23-26-16-0110-24C00-0010	BASILE JOHN ANTHONY REVOCABLE	BASILE JOHN ANTHOI	1318 TOSCANO DR		NEW PORT RICHEY, FL 34655
23-26-16-0110-23E00-0040	BASTIN PATRICIA		8313 BIRCH HAVEN LN		NEW PORT RICHEY, FL 34655
23-26-16-0110-24E00-0040	BESHARA CHRISTINA		8317 CRESCENT OAKS DR		NEW PORT RICHCY, FL 34655
23-26-16-0110-24C00-0020	BONILLA LUIS RENE G & RIVERA-CLAUDIO NASHALY		8294 CORNER PINE WAY		NEW PORT RICHEY, FL 34655
23-26-16-0110-23F00-0050	BORKOVIC DANKO		4865 48TH AVE N		ST PETERSBURG, FL 33714
23-26-16-0000-01000-0036	BROEDELL PROPERTIES II LLC		1601 COMMERCE LN STE 100		JUPITER, FL 33458-8818
23-26-16-0110-0P300-0000	BRYANT SQUARE COMMUNITY ASSOCIATION INC		3527 PALM HARBOR BLVD		PALM HARBOR, FL 34683
23-26-16-0110-26D00-0070	CABALQUINTO JILL SIGRID		8327 CORNER PINE WAY		NEW PORT RICHEY, FL 34655
23-26-16-0110-24D00-0040	CADLE KELLY ANNE		8293 CRESCENT OAKS DR		NEW PORT RICHEY, FL 34655
26-26-16-0090-01000-0230	CASTORO VELETTE V		2904 GRIDIRON ISLE		NEW PORT RICHEY, FL 34655-0097
23-26-16-0110-20B00-0020	CECA AZIRA & BEKIM		181 HIGHLAND LAKES RD		HIGHLAND LAKES, NJ 07422
23-26-16-0110-21D00-0010	CHENG XIAOYI		1612 LOGANRITA AVE		ARCADIA, CA 91006
23-26-16-0110-18B00-0030	COAKLEY JON-MICHAEL R & RAMOS DIMARIES I C		8362 ROLLING TIDES DR		NEW PORT RICHEY, FL 34655
26-26-16-0100-00700-0060	COOK JAMES MICHAEL & BAGGETT CATHERINE COOPER		8211 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655
23-26-16-0110-23A00-0080	COWARD JACINTHA N		8320 CRESCENT OAKS DR		NEW PORT RICHEY, FL 34655
23-26-16-0110-20A00-0050	CURTU ANA		3166 BRYANT PARK DR		NEW PORT RICHEY, FL 34655
23-26-16-0110-26D00-0080	DALEY MICHAEL DOUGLAS JR		8331 CORNER PINE WAY		NEW PORT RICHEY, FL 34655
23-26-16-0110-24B00-0040	DE SOUSA JOAO CELESTINO & DA SILVA DOROTEIA		8304 CORNER PINE WAY		NEW PORT RICHEY, FL 34655
26-26-16-0090-01000-0180	EPLING MARCUS & MEAGAN		2864 GRIDIRON ISLE		NEW PORT RICHEY, FL 34655-0095
23-26-16-0110-24D00-0030	EPSTEIN ANDREW RYAN & SAPP LOGAN MICHELLE		8291 CRESCENT OAKS DR		NEW PORT RICHEY, FL 34655
23-26-16-0110-18B00-0090	F&F FOCUS REVOCABLE TRUST	DA FONSECA TIAGO M	DE SA FINTELMAM ALINE FERNA	1017 KETZAL DR	TRINITY, FL 34655
23-26-16-0110-18B00-0070	FABRIZIO DANA P & JOSEPH JAMES & FABRIZIO S L		8330 ROLLING TIDES DR		NEW PORT RICHEY, FL 34655

Pg 1 38

RZ-7897

23-26-16-0000-29900-0010	FL DEPT OF TRANSPORTATION	BUREAU OF RIGHT OF	11201 MCKINLEY DR	TAMPA, FL 33612-6456
23-26-16-0000-01300-0032	FLORIDA GOVERNMENTAL UTILITY AUTHORITY		9400 SOUTHPARK CENTER LP SUITE 400	ORLANDO, FL 32819
23-26-16-0110-23F00-0080	GAINS KERRY		8750 CAPSTONE RANCH DR	NEW PORT RICHEY, FL 34655-0071
23-26-16-0110-18B00-0010	GALLAGHER DOUGLAS KEVIN & SHELLEY LYNN		8382 ROLLING TIDES DRIVE	NEW PORT RICHEY, FL 34655
23-26-16-0110-24C00-0040	GARFIAS CLAUDIA & KIOSI ERNESTO & MONTOYA TRINIDAD		4010 AULT AVE	ODESSA, FL 33556
23-26-16-0110-24F00-0020	GHANE JOHN & AZMOUDEH MEHRSIMA		12558 WEDGWOOD CIR	TUSTIN, CA 92780
23-26-16-0110-26D00-0050	GILLY GEORGE K & JEANNE M REVOC GILLY GEORGE K & JE		8319 CORNER PINE WAY	NEW PORT RICHEY, FL 34655
23-26-16-0110-20B00-0050	GORIJALA PAPARAYUDU & VELLORI HARITHA		3204 BRYANT PARK DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-26D00-0060	GORZELIC CHRISTOPHER		8323 CORNER PINE WAY	NEW PORT RICHEY, FL 34655
23-26-16-0110-22A00-0060	GRANDEZ NELIDA MERCEDES & KHIN AUNG MYAT		3117 HOVER HALL LN	NEW PORT RICHEY, FL 34655
23-26-16-0110-18A00-0110	HADZIC EDIN & SISIC ALDINA		8294 ROLLING TIDES DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-24F00-0060	HIGDON MICHAEL CURTIS & MICHELLE LYNN		8341 CRESCENT OAKS DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-20A00-0060	HODGES MELANIE		3160 BRYANT PARK DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-18B00-0020	HOFFERT TODD ALLEN & AMANDA KAY		8374 ROLLING TIDES DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-18A00-0100	HOLLOWELL JACKSON & FORTIER BRANDY		8300 ROLLING TIDES DR	NEW PORT RICHEY, FL 34655
26-26-16-0100-00700-0020	JACKSON SHARI LYNN & MARC DAVID		8249 CAPSTONE RANCH DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-22A00-0050	JAILWALA NISHIT SANJAY & SHIVANGINI NISHIT		18846 NOBLE CASPIAN DR	LUTZ, FL 33558
23-26-16-0010-00000-0010	JPMORGAN CHASE BANK NATIONAL ASSOCIATION		1111 POLARIS PKWY MAIL CODE OH1 0241	COLUMBUS, OH 43240
23-26-16-0110-18B00-0040	KALAFATIS JOHN THORTON & MICHELLE SOUZA		8354 ROLLING TIDES DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-23A00-0030	KATZ PHILIP MAXIMILIANO & RAVEENDRAN RAKESH KUMAR		2315 W N A ST #2	TAMPA, FL 33609
23-26-16-0110-24F00-0030	KEROLOS JACKLINE F		8329 CRESCENT OAKS DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-21D00-0040	LEBRON CRISTIAN RAFAEL & SANDY-CATHERINE		3060 HOVER HALL LN	NEW PORT RICHEY, FL 34655
23-26-16-0110-26C00-0060	LI WEN BIN & LI YAN LING		8291 CORNER PINE WAY	NEW PORT RICHEY, FL 34655
26-26-16-0090-01000-0220	LONDONO JHON BYRON & ALVAREZ EMMA		2896 GRIDIRON ISLE	NEW PORT RICHEY, FL 34655-0095
23-26-16-0110-23F00-0060	LOPEZ CESAR ALBERTO & MORA ANGELA JOHANA		8339 BIRCH HAVEN LN	NEW PORT RICHEY, FL 34655
26-26-16-0100-00700-0050	LUTES KENNETH & JENNIFER		8223 CAPSTONE RANCH DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-24A00-0040	LUXURY VENTURES LLC		1178 SKYE LN	PALM HARBOR, FL 34683
23-26-16-0110-0D300-0000	M&M ROUTE 54 WEST LLC		444 HOES LN SUITE 200	PISCATAWAY, NJ 08854
23-26-16-0110-23F00-0010	MAKKY MOHAMED & RUSH MARLA		9619 ROYCE DR	TAMPA, FL 33626
23-26-16-0110-23F00-0040	MANIKONDA AMIT KUMAR		8331 BIRCH HAVEN LN	NEW PORT RICHEY, FL 34655
23-26-16-0110-24A00-0060	MARSHALL WILLIAM LEE		8330 CORNER PINE WAY	NEW PORT RICHEY, FL 34655
23-26-16-0110-26D00-0030	MASER AMANDA MARIE & MASER DARRIN HAROLD		8313 CORNER PINE WAY	NEW PORT RICHEY, FL 34655
26-26-16-0090-01000-0200	MCCABE TIMOTHY L FAMILY TRUST	MCCABE TIMOTHY L T	1419 OAK MEADOW PT	NEW PORT RICHEY, FL 34655-5536
23-26-16-0110-20B00-0030	MCDANIELS STACY LYNETTE & JONATHAN GRAY		3216 BRYANT PARK DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-23E00-0030	MCNEAL WINSTON DEMETRI		8307 BIRCH HAVEN LN	NEW PORT RICHEY, FL 34655
23-26-16-0110-18B00-0050	MEYER COLE DAVID & MEYER MICHELLE		8346 ROLLING TIDES DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-20A00-0020	MIKLAS HOLLY ANN		3184 BRYANT PARK DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-21D00-0030	MIKLAS SCOTT PAUL & PRICE ASHLEY NICOLE		3066 HOVER HALL LN	NEW PORT RICHEY, FL 34655
26-26-16-0090-01000-0240	MINATO DAVID & SANDOVAL ALEXIS		2912 GRIDIRON ISLE	NEW PORT RICHEY, FL 34655-0097

RZ-7897

26-26-16-0100-0B600-0000	MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT	3434 COLWELL AVE SUITE 200	TAMPA, FL 33614
23-26-16-0110-24A00-0030	MOURGAN BISHOY & YOUSSEF MARIAM	1625 PARILLA CIR	NEW PORT RICHEY , FL 34655
23-26-16-0110-24B00-0030	MOURGAN BISHOY MOURGAN ISHAK & YOUSSEF MARIAM	1539 CROSSVINE CT	TRINITY, FL 34655
23-26-16-0110-26C00-0050	MOUSSAD JOSEPH NASSEF	20879 WILBEAM AVE APT 21	CASTRO VALLEY, CA 94546
23-26-16-0110-23F00-0030	MULJOLI FATIME	8327 BIRCH HAVEN LN	NEW PORT RICHEY, FL 34655
23-26-16-0110-24E00-0010	NASSEM ANDREW	8145 BADGER LN	NEW PORT RICHEY, FL 34653
23-26-16-0110-20B00-0010	PADILLA YAISIEL MARIE MONTANEZ	3228 BRYANT PARK DR	NEW PORT RICHEY, FL 34655
26-26-16-0100-00700-0070	PANCHAL VISHAL & PRIYANKABEN	8205 CAPSTONE RANCH DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-23A00-0050	PANCHYSHENA LANA	11644 ECCLESIA DR	TAMPA, FL 33626
23-26-16-0110-24C00-0030	PARGOV MEGAN	8290 CORNER PINE WAY	NEW PORT RICHEY, FL 34655
23-26-16-0000-49900-0070	PASCO COUNTY C/O FACILITIES MANA	7220 OSTEEN RD	NEW PORT RICHEY, FL 34653-2359
23-26-16-0110-23E00-0010	PAUL TYLER WADE & SAMMARTANO EMERSON PAIGE	8299 BIRCH HAVEN LN	NEW PORT RICHEY, FL 34655
23-26-16-0110-22A00-0030	PERDIGON JOSE GREGORIO	3099 HOVER HALL LN	NEW PORT RICHEY, FL 34655
23-26-16-0110-24A00-0020	PERDUE SCOTT JAMES & WHITE MADALYN	8344 CORNER PINE WAY	NEW PORT RICHEY, FL 34655
23-26-16-0110-24F00-0070	PINDEL RONALD EDWARD	8343 CRESCENT OAKS DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-24D00-0060	RADOMSKI BRIAN RONNIE	9520 INDALE DR	NEW PORT RICHEY, FL 34654
23-26-16-0110-23B00-0010	RODRIGUEZ CARMEN DORILDA SANCHEZ	8316 CRESCENT OAKS DR	NEW PORT RICHEY, FL 34655
26-26-16-0090-01000-0190	ROJO JACOBO A B & BARRAZA MAYRA B C	2872 GRIDIRON ISLE	NEW PORT RICHEY, FL 34655-0095
23-26-16-0110-20B00-0040	RR SQUARE LLC	10649 OAKVIEW POINTE TER	GOTHA, FL 34734
23-26-16-0110-23A00-0020	SABARESE JESSICA LYNNE	8342 CRESCENT OAKS DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-24B00-0010	SAID JOHN FARANSIS GHALY	8 HUDSON CT APT 2B	BAYONNE, NJ 07002
23-26-16-0110-24A00-0070	SALEB MAGED SALEB AWAD & GHATTAS MANAL MALAK HAI	8326 CORNER PINE WAY	NEW PORT RICHEY, FL 34655
23-26-16-0110-26D00-0020	SAM MERVAT HANNA HALIEM	1354 CEDARWOOD WAY	PALM HARBOR, FL 34683
23-26-16-0110-26D00-0040	SAVOPOULOS VASILIOS & JOANNA SAMER	8315 CORNER PINE WAY	NEW PORT RICHEY, FL 34655
26-26-16-0100-00700-0010	SAWIRS ERENY I ZAMEK & BEHNAM JOSEPH G ROSHDY	8257 CAPSTONE RANCH DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-26C00-0080	SCHULOF LAUREN ASTOR & SCHULOF ROBERT H	8299 CORNER PINE WAY	NEW PORT RICHEY, FL 34655
23-26-16-0110-24A00-0010	SCHULTZ ROBERT EDWARD	8348 CORNER PINE WAY	NEW PORT RICHEY, FL 34655
23-26-16-0110-24F00-0080	SENTHILVASAN SHARAN & VISWANATHAN BANUPPRIYA	8347 CRESCENT OAKS DR	NEW PORT RICHEY, FL 34655
23-26-16-0010-P10A0-0000	SHAMAIM MITCHELL LLC	848 N RAINBOW BLVD STE 2885	LAS VEGAS, NV 89107
23-26-16-0110-24E00-0020	SHANMUGAM ANBARASAN & MUNUSWAMY SANGEETHA	8309 CRESCENT OAKS DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-20A00-0010	SHIH CHIAHSUAN	3192 BRYANT PARK DR	NEW PORT RICHEY, FL 34655
23-26-16-0110-24E00-0030	SIAM THAI UNITED LLC	2878 SUNCOAST BLEND DR	ODESSA, FL 33556
23-26-16-0110-26C00-0070	SIOLAS CHRISANTHI	8295 CORNER PINE WAY	NEW PORT RICHEY, FL 34655
26-26-16-0100-00700-0080	SOEHL THOMAS WILLIAM & LORI KAY	8193 CAPSTONE RANCH DRIVE	NEW PORT RICHEY, FL 34655
23-26-16-0110-24D00-0050	SOLIMAN SHERIF MOUNIR NEMTALLA AMIN	1610 KISH BLVD	TRINITY, FL 34655
23-26-16-0000-01200-0020	SPEER LYNNDA L REVOCABLE TRUST SPEER LYNNDA L TRU	8615 STATE ROAD 54	NEW PORT RICHEY, FL 34655-3004
23-26-16-0110-22A00-0010	SUAREZ RAY D MIRANDA & SANCHEZ DORALIS	3087 HOVER HALL LN	NEW PORT RICHEY, FL 34655
23-26-16-0110-20A00-0030	SULEIMENOV GLEB	3180 BRYANT PARK DR	NEW PORT RICHEY, FL 34655
23-26-16-0000-01000-0030	SUNFIELD HOMES INC	9040 TRYFON BLVD, A104	TRINITY, FL 34655

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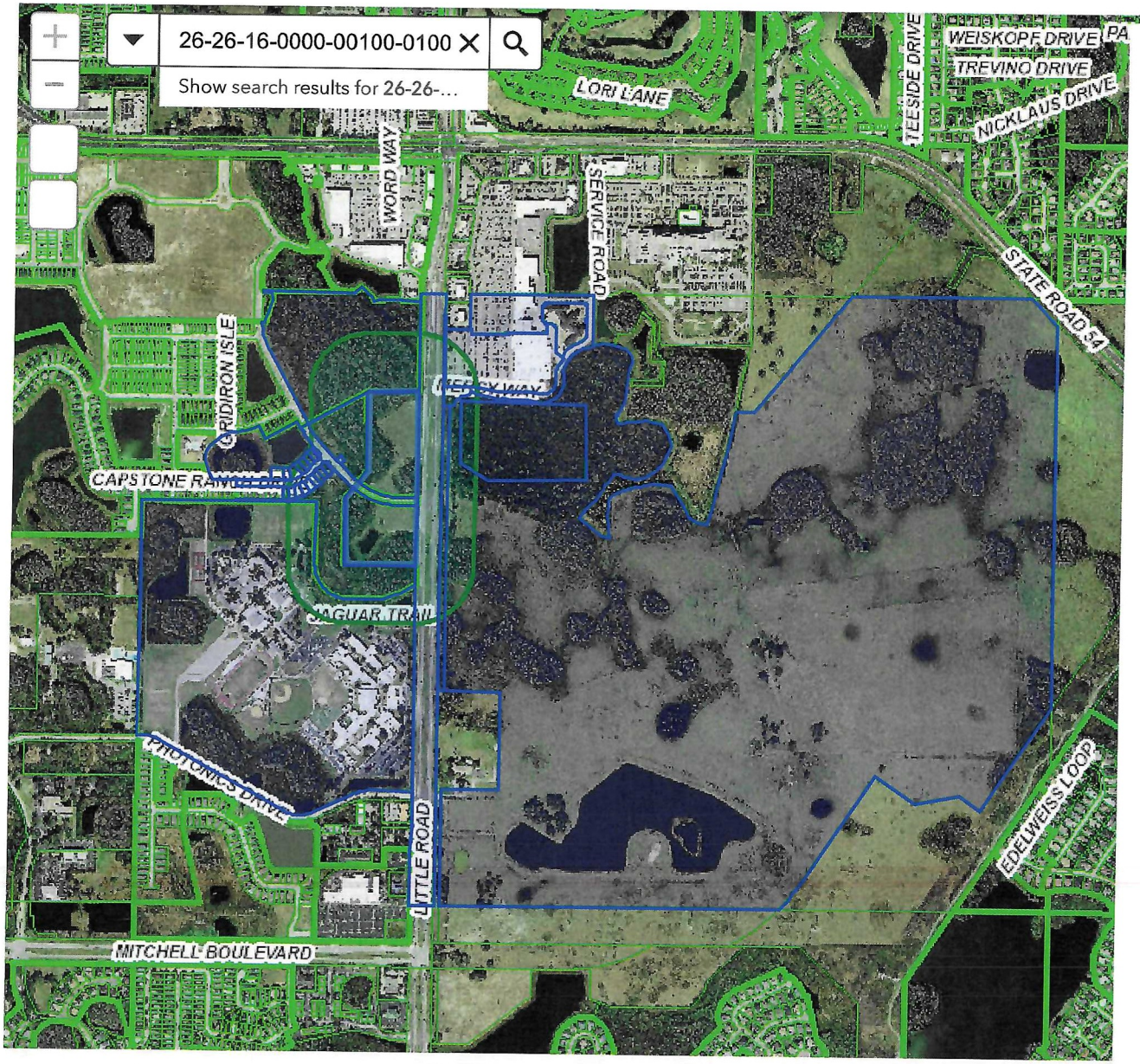
RZ-7897

26-26-16-0100-00700-0030	THOMPSON TYLER & ATALAY MELIS		8241 CAPSTONE RANCH DR	NEW PORT RICHEY, FL 34655-0086
23-26-16-0000-01000-0100	TS RITCHEY LLC		2360 CARDINAL LN	PALM BEACH GARDENS, FL 33410-1224
26-26-16-0090-014A0-0020	UPWARD AMERICA SOUTH EAST PRO INVITATION HOMES C		PO BOX 4900	SCOTTSDALE, AZ 85261
26-26-16-0090-01000-0210	VILLAGOMEZA KRISTIAN & LU NIAN & VILLAGOMEZA L		2888 GRIDIRON ISLE	NEW PORT RICHEY, FL 34655-0095
23-26-16-0110-20A00-0040	VORTEX LLC		1035 BELLAMARE TRL	TRINITY, FL 34655
23-26-16-0000-01400-0040	WAL-MART STORES EAST LP	STORE 994-00	ATTN: PROPERTY TAX DEPT MAII PO BOX 8050	BENTONVILLE, AR 72716-0555
26-26-16-0090-01000-0260	WHITLEY HOWARD CLAY & KARING HEIDI M		2928 GRIDIRON ISLE	NEW PORT RICHEY, FL 34655-0097
23-26-16-0110-18B00-0060	YAKIMTSEV ANDREY ANATOLYEVICH	YAKIMTSEVA LYUDMII	8338 ROLLING TIDES DR	NEW PORT RICHEY, FL 34655
26-26-16-0100-00700-0040	ZAHN KYLE ADAM & LEANNE CURTIN		8235 CAPSTONE RANCH DR	NEW PORT RICHEY, FL 34655-0086
23-26-16-0110-22A00-0040	ZHAO XUHUI		843 LONGWOOD GARDENS ST	LAS VEGAS, NV 89178

Pg 4 10



Mike Wells Pasco County Property Appraiser



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28.201 -82.668 Degrees

Public Notification

Select or search for a feature in the map

Apply a search distance

500 Feet

Addressee Layer

Address

Format

Comma-separated values (CSV)

33 addressees found; do you want to continue?

Review Download

https://maps.pascopa.com/?find=33-24-18-0000-04000-0000

RZ-7897

Parcel	Name 1	Name 2	Address 1	Address 2	City
26-26-16-0070-00200-0080	BAKER ERIC L & TARA N		8742 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655
26-26-16-0070-00200-0050	COHEN STACEY		8766 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655
26-26-16-0070-00200-0040	COREANO JAIME & VENEGAS VANESSA		8772 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655
26-26-16-0000-00100-0080	DISTRICT SCHOOL BOARD OF	PASCO COUNTY	7227 LAND O LAKES BLVD		LAND O LAKES, FL 34638-2826
26-26-16-0070-0Z100-0000	FLORIDA GOVERNMENTAL UTILITY AUTHORITY		9400 SOUTHPARK CENTER LP	SUITE 400	ORLANDO, FL 32819
26-26-16-0070-00200-0070	GAINS KERRY		8750 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655-0071
26-26-16-0070-00100-0010	GONZALES PAUL & EDWARDS CHERYL ANN		8807 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655
26-26-16-0070-00200-0090	HEATH STEPHANIE & KHALIL AMGAD		8734 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655-0071
26-26-16-0070-00200-0030	HOERLE DOUGLAS & JENNIFER		8786 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655
26-26-16-0070-00100-0050	KELLEHER SARAH N & CONAN C		8757 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655
26-26-16-0070-00200-0060	MAHAFFEY MICHAEL C		8758 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655-0071
26-26-16-0070-00100-0030	MCBAINE CRAIG & STEPHANIE		8783 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655
26-26-16-0070-00100-0040	MCCRACKEN EAMON C & CHARLENE		8771 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655
25-26-16-0000-00100-0000	MITCHELL RANCH PARTNERSHIP LTD		7916 EVOLUTIONS WAY STE 210		TRINITY, FL 34655-9900
26-26-16-0070-00200-0020	MOHANTY DEBASIS		8794 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655
25-26-16-0000-00100-0030	MRPBI LAND CO LLC		7916 EVOLUTIONS WAY	SUITE 210	TRINITY, FL 34655
25-26-16-0000-00400-0030	REAL SUB LLC		PO BOX 32018		LAKELAND, FL 33802-2018
26-26-16-0070-00100-0020	SANCHEZ FIDEL A & CHRISTINA MICHELE		8795 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655
26-26-16-0070-00200-0010	SCHOENTELD STEVEN AUGUST & NOGA MIRIAM		8806 CAPSTONE RANCH DRIVE		NEW PORT RICHEY, FL 34655
25-26-16-0000-00400-0032	TARGET CORPORATION		C/O PROPERTY TAX DEPT	PO BOX 9456	MINNEAPOLIS, MN 55440-9456
26-26-16-0070-00100-0060	TSAGARIS THEOHARI & SPIROS E		8735 CAPSTONE RANCH DR		NEW PORT RICHEY, FL 34655-0072

Pg 5 of 21

UNITED STATES POSTAL SERVICE®

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U.S. POSTAGE PAID
NEW PORT RICHEY, FL
34653
MAY 07 26
AMOUNT
$14.70
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NEW PORT RICHEY, FL
MAY 07 2026
USPS 34653-9998

PUBLIC HEARINGS

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

App. No. RZ-7897

Project Type: REZONING

Request for subst. amend. to approved Mitchell 54 West MPUD to add 240 hotel rooms, remove apt. entitlements & decrease comm. by 520,000 sq ft.

Planning Commission

05/21/26 **1:30 p.m.**

West Pasco Government Center, 8731 Citizens Drive, New Port Richey

Board of County Commissioners

06/16/26 **1:30 p.m.**

West Pasco Government Center, 8731 Citizens Drive, New Port Richey

Planning@MyPasco.net / 727-847-8140

Hearing/Voice Impaired Call 711

MyPasco.net/MeetingAgendas


PUBLIC HEARINGS
PASCO
App. No. RZ-7897
Project Type: REZONING
Request for subst. amend. to approved Mitchell 54 West MPUD to add 240 hotel rooms, remove apt. entitlements & decrease comm. by 520,000 sq ft.
Planning Commission
05/21/26
1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
06/16/26
1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140


PUBLIC HEARINGS
PASCO
App. No. RZ-7897
Project Type: REZONING
Planning Commission
05/21/26
1:30 p.m.
Board of County Commissioners
06/19/26
1:30 p.m.


PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7897
Project Type: REZONING
Request for subst. amend. to approved Mitchell 54 West MPUD to add 240 hotel rooms, remove apt. entitlements & decrease comm. by 520,000 sq ft.
Planning Commission
05/21/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
06/16/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


PUBLIC HEARINGS
PASCO
App. No. HZ-7897
Project Type: REZONING
Planning Commission
05/21/25
1:30 p.m.
Board of County Commissioners
06/18/25
1:30 p.m.


PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7897
Project Type: REZONING
Request for subst. amend. to approved Mitchell 54 West MPUD to add 240 hotel rooms, remove apt. entitlements & decrease comm. by 520,000 sq ft.
Planning Commission
05/21/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
06/16/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
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PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7897
Project Type: REZONING
Request for subst. amend. to approved Mitchell 54 West MPUD to add 240 hotel rooms, remove apt. entitlements & decrease comm. by 520,000 sq ft.
Planning Commission
05/21/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
06/16/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
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Hearing/Voice Impaired Call 711
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PUBLIC HEARINGS
PASCO
App. No. RZ-7897
Project Type: REZONING
Request for subst. amend. to approved Mitchell 54 West MPUD to add 240 hotel rooms, reserve apt. entitlements & increase assoc. by 150,000 sq ft.
Planning Commission
05/21/26 1:30 p.m.
Board of County Commissioners
06/16/26 1:30 p.m.


PUBLIC HEARINGS
PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7897
Project Type: REZONING
Request for subst. amend. to approved Mitchell 54 West MPUD to add 240 hotel rooms, remove apt. entitlements & decrease comm. by 520,000 sq ft.
Planning Commission
05/21/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
06/16/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
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PUBLIC HEARINGS
PASCO
App. No. RZ-7897
Project Type: REZONING
Request for subst. amend. to approved Mitchell 54 West MPUD to add 240 hotel rooms, remove apt. entitlements & decrease comm. by 520,000 sq ft.
Planning Commission
05/21/26 1:30 p.m.
Board of County Commissioners
06/16/26 1:30 p.m.


PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7897
Project Type: REZONING
Request for subst. amend. to approved Mitchell 54 West MPUD to add 240 hotel rooms, remove apt. entitlements & decrease comm. by 520,000 sq ft.
Planning Commission
05/21/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
06/16/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


PUBLIC HEARINGS
PASCO
App. No. RZ-7697
Project Type: REZONING
Planning Commission
08/21/26 1:30 p.m.
Board of County Commissioners
09/15/26 1:30 p.m.


PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7897
Project Type: REZONING
Request for subst. amend. to approved Mitchell 54 West MPUD to add 240 hotel rooms, remove apt. entitlements & decrease comm. by 520,000 sq ft.
Planning Commission
05/21/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
06/16/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas

87538

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-037 was published in said newspaper by print in the issues of 05/06/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **05/06/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

NOTICE OF PUBLIC HEARINGS
ON REZONINGS FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Board of County Commissioners will hold a public hearing **on Tuesday, May 19, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Nguyen Thien/Little Road MPUD (RZ-7721) petition for a rezoning from a E-R Estate-Residential District to a MPUD Master Planned Unit Development District for a parcel located on the east side of Little Road, approximately 500 feet north of Jasmine Boulevard (aka 13-25-16-0040-00000-1521 et al).

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing **on Thursday, May 21, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing **on Tuesday, June 16, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

2. R & R Property Investments LLC / R & R Property Shady Hills (RZ-7909) petition for a rezoning from an A-R Agricultural-Residential District to a C-2 General Commercial District for a parcel located on the east side of Shady Hills Road, approximately 75 feet north of the intersection of shady Hills Road and Floralton Drive (aka 06-24-18-0000-00100-0020 (portion of).

3. M&M Route 54 West LLC / Mitchell 54 West MPUD (RZ-7897) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District for a parcel located on the south side of State Road 54, approximately one-quarter mile west of Little Road (aka 23-26-16-0110-0D600-0000 et al).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE26-037

May 6, 2026 87538

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** ODRR26-1127 **DATE:** 6/16/2026

SUBJECT: Public Hearing for Substantial Amendment 1 to the Better Future Action Plan for Disaster Recovery – U.S. Department of Housing and Urban Development – Community Development Block Grant, CFDA No. 14.218 – No Funding Required

REFERENCES: ODRR25-0003

AGENDA SECTION: Public Hearings

THRU: Catherine Pearson, Assistant County Administrator

FROM: Charles Lane, Office of Disaster Recovery Resources Director

RECOMMENDED BOARD ACTION:

Approve Substantial Amendment 1 to the Better Future Action Plan for Disaster Recovery, and authorize the Pasco County Office of Disaster Recovery Resources to submit the amendment to the U.S. Department of Housing and Urban Development (HUD) for review and approval. Delegate authority to the County Administrator, or designee, to execute documents and take actions necessary to implement the amendment and satisfy related HUD requirements.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Amendment 1 is an implementation-focused update to the Better Future Action Plan. It does not request additional County funding; it clarifies program assumptions and gives the County stronger, clearer authority to deliver housing, infrastructure, public facilities, business recovery, planning, match, and mitigation activities while maintaining HUD's 70 percent low- and moderate-income (LMI) benefit requirement.

HUD awarded Pasco County $585,704,000 in Community Development Block Grant - Disaster Recovery (CDBG-DR) funds for long-term recovery and mitigation related to Hurricanes Idalia, Helene, and Milton. The Better Future Action Plan governs how those funds are used. The proposed Substantial Amendment 1 refines the approved Action Plan so programs can be implemented more effectively, flexibly, and consistently with HUD requirements.

The proposed amendment makes the following changes:

1. LMI benefit assumptions: Updates program-level LMI projections while preserving the overall requirement to use at least 70 percent of CDBG-DR funds for LMI residents and businesses.

2. Planning flexibility: Expands planning activities to include nonprofit and local government capacity-building, housing innovation, manufactured housing efficiency, housing development best practices, and workforce and economic development partnerships.

3. Housing delivery: Adds authority to use CDBG-DR funds for eligible non-federal share or match requirements; clarifies the Repair, Reconstruction, and Elevation maximum total award as $430,000 ($330,000 reconstruction plus $100,000 elevation);

increases the single-wide manufactured housing replacement cap from $145,000 to $163,000; and adds clear case-by-case exception language for cost reasonableness, accessibility, floodplain standards, and reasonable accommodation.

4. Affordable housing tools: Adds homeownership assistance, including down payment and closing cost support; refines residential buyout and relocation authority; and allows Urgent Need homeownership assistance up to 120 percent of area median income.

5. Infrastructure, public facilities, and mitigation delivery: Adds authority to use CDBG-DR funds for eligible FEMA Public Assistance and other federal cost-share requirements, and clarifies both direct allocation and competitive project selection processes for eligible County, municipal, and public entity projects.

6. Economic revitalization: Adds micro-business support and clarifies that funds may be used for eligible business location repairs and public facility or infrastructure improvements that support business recovery.

7. Substantial amendment threshold: Clarifies that the $5,000,000 threshold applies to program-level allocations or reallocations.

Approval will help keep recovery implementation moving, reduce match-related delays, align the Action Plan with program design, and preserve flexibility to respond to eligible needs as projects and applications are developed. The alternative is to leave the Action Plan unchanged, which could limit eligible uses, slow project delivery, and create unnecessary ambiguity during implementation.

Approval of this amendment does not approve any specific construction project, subrecipient agreement, contract, or future budget reallocation. Those items will be brought to the Board as required as the Better Future initiative progresses.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action. The amendment uses existing HUD CDBG-DR funds and does not require additional County funding

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. ODRR26 - Change Summary_Action Plan_Substantial Amendment 1_20260428
2. ODRR26- CDBG-DR Action Plan_Amend1_20260427_REV

Change Summary: Action Plan Substantial Amendment 1

Executive Summary

Amendment 1 primarily refines program eligibility assumptions, delivery models, eligible activities, award caps, and match/mitigation authorities. Updates clarify how the County will meet the overall LMI benefit target while improving flexibility for planning, housing, infrastructure, public facilities, economic revitalization, and mitigation implementation.

Overview of Changes

Change Area	What Changed	Why This Matters
LMI Benefit Assumptions and Allocation Tables	Allocation Summary and program overview tables (p. 76, 78, 87, 97) revise projected LMI benefit percentages: overall housing from 85% to 77%; RRE 72% to 70%; MHR 95% to 80%; new construction 100% to 85%; infrastructure programs to 60%; mitigation from 70% to 60%. Adds narrative that the County will seek to use at least 70% of CDBG-DR funds for LMI residents and businesses.	Recalibrates program-level assumptions while preserving the grant-wide 70% LMI benefit objective (new total is 70.4%). This gives leadership a clearer view of expected compliance across the full portfolio, and expands flexibility to serve Urgent Need projects under other funding buckets.
Planning Program: Innovation, Capacity, and Workforce	Planning section (p. 77-78) expands planning activities to include nonprofit/local government capacity building and update the description of our Innovative Housing Planning Initiative focused on modular/prefabricated housing, resilient materials, and water/energy efficiency to include manufactured housing efficiency, housing development best practices, and workforce/economic development partnerships.	Positions planning funds as a strategic platform for resilient housing delivery, affordability, implementation readiness, and local workforce capacity. This update provides flexibility to fund additional housing-related planning activities above the original efforts outlined for the Innovative Housing Study.
Housing (RRE and MHR Programs): Match and Delivery Model	Housing (RRE, MHR) sections (p. 78-79, 81-84)) add Payment of Non-Federal Share as an eligible activity, authorize use of CDBG-DR to match payments required by other mitigation programs for residential housing improvements.	Prevents eligible recovery projects from stalling due to local match constraints and facilitating match payments to ensure approved projects do not place additional financial strain on eligible applicants.
RRE Program: Award Cap and Exception Criteria	RRE program description (p. 81) revises language to indicate the maximum total award from $330,000 to $430,000 and revises exception language to allow case-by-case approval for maximum award/activity-level caps when necessary for cost reasonableness, federal accessibility requirements, floodplain standards, or reasonable accommodation.	Aligns the action plan with program design that includes elevation costs and creates a clearer basis for leadership-approved exceptions in high-cost or accessibility-driven cases at the County's discretion. The revision related to the maximum total award is not an actual increase in cost – it clarifies the maximum total award as $430k – which is the sum-total of the maximum reconstruction award ($330k) plus Elevation ($100k).

Change Area	What Changed	Why This Matters
MHR Program: Replacement Cap and Eligibility Clean-Up	MHR section (p. 84-85) increases the single-wide replacement cap from $145,000 to $163,000, adds cap-exception language parallel to RRE, and removes limiting language that tied Urgent Need eligibility only to seniors or families with children.	Improves consistency with anticipated replacement costs based on current cost analyses, and preserves eligibility flexibility for disaster-impacted manufactured housing applicants.
Affordable Housing New Construction: Expanded Tools	New construction program (p. 85-87) adds homeownership assistance, including down payment and closing cost support; refines residential buyout/relocation authority; and adds Urgent Need up to 120% AMI for homeownership assistance.	Expands the County's toolkit to produce affordable units, support homeownership pathways – including homeownership assistance for Urgent Need applicants, and flexibility to respond to disaster-displaced households beyond repair/replacement programs
Infrastructure and Public Facilities: Match and Delivery Model	Critical Infrastructure (p. 89-90) and Public Facilities (p. 91-92) sections add Payment of Non-Federal Share as an eligible activity, authorize use of CDBG-DR for FEMA PA and other federal cost-share requirements, and formalize both direct allocation and competitive project selection processes.	Prevents eligible recovery projects from stalling due to local match constraints and gives the County flexibility to advance priority County projects while also soliciting municipal/public entity projects.
Economic Revitalization Eligible Activities and Use of Funds Small Business and Non-Profit Recovery Program	Economic Revitalization program (p. 94) adds micro-businesses to eligible economic development assistance for the Economic Revitalization Program and adds public facilities and infrastructure improvements as an eligible activity. Adds eligible uses for repairs to business locations and improvements to infrastructure or public facilities that support businesses. Application language is also tightened.	Broadens recovery support for small and micro-businesses and recognizes that reopening and resilience may require physical site, facility, and infrastructure improvements in addition to working capital or inventory assistance.
CDBG-DR Mitigation Set-Aside: Delivery Model	Mitigation Set-Aside program section (p. 99) adds direct allocation and competitive processes for critical infrastructure and public facility mitigation funding, excluding disaster tie-back requirements.	Aligns mitigation project selection with the infrastructure/public facilities model to specifically allow direct allocation of mitigation funds.
Substantial Amendment Threshold Clarification	The Substantial Amendment section (p. 113) Adds "program" before the allocation or reallocation threshold, clarifying that a substantial amendment is triggered by a program allocation or reallocation of $5,000,000 or more.	Clarifies the amendment trigger and helps distinguish program-level budget changes from smaller administrative or technical adjustments. This provides the County flexibility on reallocating program totals of $5M (and not a total of $5M shifted in any given amendment).

PASCO COUNTY FLORIDA

Action Plan for Disaster Recovery

Better FUTURE











MyPasco.net

Change Log

Version (Date)	Summary of Changes Made
Draft	

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Executive Summary

Overview

Pasco County experienced an unprecedented series of disasters in 2023-2024, suffering severe impacts from Hurricane Idalia (2023), Hurricane Helene (2024), and Hurricane Milton (2024). Each storm caused widespread damage to homes, infrastructure, businesses, and public services in Pasco County. In January 2025, the U.S. Department of Housing and Urban Development (HUD) recognized the extent of Pasco's unmet recovery needs by announcing a direct allocation of $585.7 million in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds to Pasco County.[1] $509.3 million of this allocation is explicitly designated for unmet recovery needs stemming from Hurricanes Idalia (DR-4734), Helene (DR-4828), and Milton (DR-4834); the remaining $76.4 million is set aside for mitigation activities. This assessment aims to evaluate those unmet needs in detail, by sector and municipality, to inform Pasco County's 2025 CDBG-DR Action Plan in alignment with HUD's Action Plan Template guidelines. Community Development Block Grant-Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted. This plan details how funds will be used to address the remaining unmet needs in Pasco County.

Disaster Context

Each storm had distinct characteristics and unique impacts on Pasco County's communities.

Hurricane Idalia (DR-4734)

Hurricane Idalia made landfall as a Category 3 storm in Florida's Big Bend on August 30, 2023. While the eyewall did not directly strike Pasco County, Idalia's storm surge and winds caused significant coastal flooding in neighborhoods in western Pasco.[2] [3] An estimated 4,000 to 6,000 homes in Pasco County were damaged by Idalia[4] streets in low-lying coastal areas turned into rivers, forcing numerous water rescues. Fortunately, advance evacuations helped prevent loss of life in Pasco, but flood damage displaced many families.

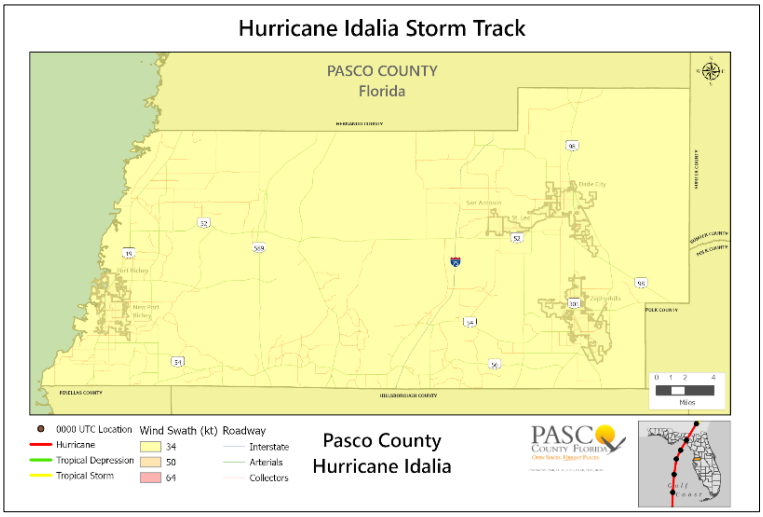

Figure 1: Idalia Path and Wind Swath

[1] NatureCoasterTM, F. O. (2025, April 14). *Pasco County to receive $585 million for disaster recovery and requests* -. NatureCoaster.com.
[2] O'Connell, M. (2024, September 24). *Pasco County residents impacted by Hurricane Idalia flooding prepare for new storm*. ABC Action News Tampa Bay (WFTS).
[3] Paul, Gabriella. (2024, September 27). *Pasco emergency officials "prepare for body recovery" in wake of Helene's storm surge*. WUSF.
[4] Guardian News and Media. (2023, August 31). *"Everything is destroyed": Floridians begin long recovery from Idalia*. The Guardian.

Hurricane Helene (DR-4828)

One year later, Hurricane Helene struck in late September 2024 as a massive Category 4 storm that tracked north of Pasco but drove record-breaking storm surge into the Tampa Bay region. Pasco County's coast saw storm surge levels up to 16 feet above normal, far exceeding forecasts. Helene's surge inundated entire neighborhoods on Pasco's west side; roughly 200 people had to be rescued from rising floodwater on the night of landfall in Pasco County alone.[5]

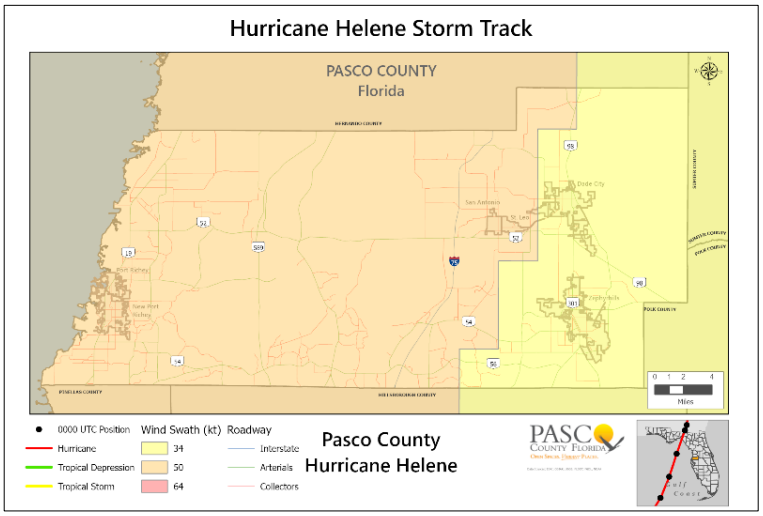

Figure 2: Helene Path and Wind Swath

Hurricane Milton (DR-4834)

Less than two weeks later, Hurricane Milton made landfall on October 9, 2024, as a Category 3 storm, this time passing just south of Pasco. Milton brought torrential rainfall (15+ inches) and strong winds that caused historic inland flooding. The Anclote and Withlacoochee Rivers overflowed into communities, and eastern Pasco neighborhoods saw up to 8 feet of standing floodwater from Milton's rains.[6] Pasco's emergency responders, already strained from Helene, conducted another 200+ rescues during Milton's floods. The back-to-back nature of Helene and Milton dealt a "one-two punch" to Pasco County, impacting many of the same residents and infrastructure twice within weeks.

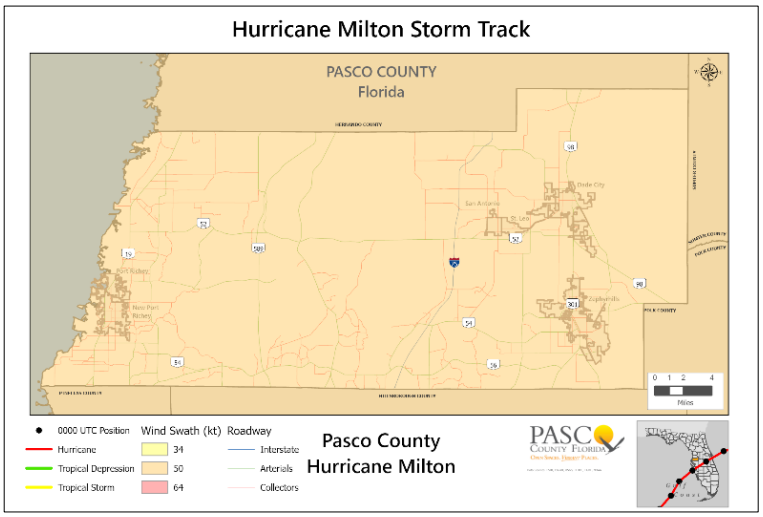

Figure 3: Milton Path and Wind Swath

Most Impacted and Distressed Areas (MIDs)

While damage was widespread- resulting in the entire County being declared Most Impacted and Distressed (MID) by HUD – each region experienced unique impacts. These include both specific neighborhoods and entire municipalities.

Western Coastal Communities

Including New Port Richey, Port Richey, Holiday, Hudson, and communities in the surrounding area, Hurricane Helene's storm surge caused catastrophic flooding along the Gulf coast and the lower reaches of coastal rivers. Many homes along the Pithlachascotee River and low-lying coastal roads were inundated by several feet of water in New Port Richey and Port Richey. Places like SunWest Park in Hudson were swamped by surge[7];

[5] Tampa Bay Times. (2024, October 12). *In Pasco, historic flooding from repeat storms tests limit of rescue crews.*
[6] Paul, Gabriella. (2024, September 27). *Pasco emergency officials "prepare for body recovery" in wake of Helene's storm surge*. WUSF.
[7] Lewis, C. (2025, April 22). Sunwest Park reopens to public after damage sustained from Hurricanes. Bay News 9.

the park was under water and filled with debris and sand, requiring seven months of cleanup before it could reopen[8]. These western areas saw significant home destruction, particularly older homes and mobile homes that could not withstand floodwater. Approximately 200 residents had to be rescued from rising floodwater in western Pasco the night Hurricane Helene hit,[9] highlighting the severity of the surge. Many coastal residents remain displaced or are rebuilding homes to new flood standards.

Eastern Inland Communities

Including Zephyrhills, Dade City, and communities in the surrounding area, Hurricane Milton's extreme rainfall led to unprecedented inland flooding in eastern Pasco. Areas of the City of Zephyrhills and unincorporated neighborhoods near rivers and retention ponds were submerged for weeks. Even months after Milton, dozens of properties in places like the Hickory Hills area of Dade City remained partially underwater. One resident described needing a boat to reach his home four months after the storm[10]. In Zephyrhills, floodwaters lingered so long that some homes were still inaccessible and without running water or electricity six months later.[11] These conditions illustrate the prolonged nature of the disaster's impact in inland Pasco. While Milton's winds were less intense than on the coast, they caused wind damage, such as downed trees and roof damage, countywide and exacerbated flooding by blowing water into areas that had never previously flooded.

Central Pasco

Including Land O' Lakes, Wesley Chapel, and other unincorporated communities in surrounding areas, Central Pasco experienced moderate impacts, mainly wind damage (downed power lines, roof damage) and sporadic flooding in low-lying spots. Power outages were widespread; some first responders had to work 12-plus-hour shifts restoring power to others while their homes went without electricity for over a week. The central region's prior growth had stressed stormwater infrastructure, and these storms exposed those vulnerabilities, including overflowing canals and saturated retention ponds.



Figure 4: Rescue Efforts in the Elfers Area of New Port Richey

Each of Pasco's municipalities faces unique recovery challenges. Coastal cities - like New Port Richey and Port Richey - are grappling with rebuilding homes to hurricane-resistant and flood-resilient standards in the wake of Helene's surge. Inland cities, like Zephyrhills and Dade City, are focused on resolving persistent flooding and repairing water-damaged infrastructure from Milton. Smaller towns, such as San Antonio and St. Leo, are addressing cumulative stresses as their residents recover from home damage. Unincorporated Pasco, from coastal enclaves

[8] Kveglis, J. (2025, April 16). *One of Pasco's largest parks reopens after Hurricane Helene*. FOX 13 Tampa Bay.
[9] Paul, Gabriella. (2024, September 27). *Pasco emergency officials "prepare for body recovery" in wake of Helene's storm surge*. WUSF.
[10] Octavio, Miguel (2025, February 12). Parts of Dade City neighborhood still underwater 4 months after Hurricane Milton. WTSP.
[11] Lebron, Sky. (2025, March 6). *Months after Milton: Floodwaters are still surrounding these Zephyrhills Homes*. WUSF.

like Hudson to other suburban areas across the jurisdiction, contains the most damaged properties and infrastructure, requiring county-wide solutions.

Table 1: Disaster Overview

Disaster Summary	
Qualifying Disaster:	Hurricanes Idalia (DR-4734), Helene (DR-4828), Milton (4834)
HUD-identified MID Areas:	Pasco County
Grantee-Identified MID Areas:	Pasco County

Table 2: CDBG-DR Allocation Overview

CDBG-DR Allocation Overview:	
CDBG-DR Allocation:	$509,308,000
CDBG-DR Mitigation Set Aside[12]:	$76,396,000
Total Allocation:	$585,704,000

As required by HUD, at least 70% of the funds will benefit low- and moderate-income (LMI) individuals and households. The priorities in this Action Plan reflect both the quantitative damage, unmet needs assessments, and extensive input from residents, local organizations, and stakeholders.

Unmet Needs Assessment

Pasco County experienced severe damage from Hurricanes Idalia (2023), Helene (2024), and Milton (2024), resulting in significant unmet needs across the core recovery areas of **Housing**, **Infrastructure**, **Economic Revitalization**, and **Public Services**. The following summarizes these needs:

Housing

Housing is the most fundamental need for recovery. Thousands of homes require repair or reconstruction, and many families still lack permanent housing solutions. In fact, over 8,400 homes were destroyed or severely damaged by the 2024 storms alone, illustrating the scale of housing loss. This has displaced numerous households, especially low- and moderate-income families, seniors and those with special needs, who cannot fully recover without assistance. Pasco County also entered the disaster period with a pre-existing affordable housing shortage, which the storms exacerbated. As a result, housing accounts for roughly three-quarters of all unmet recovery needs – making it the top priority. Key needs include repairing and rebuilding owner-occupied homes, replacing destroyed manufactured homes, and assisting those still in temporary shelter. The goal is not only to restore housing to pre-storm conditions but to rebuild safer and more resilient homes, including elevation and code-compliance, to protect residents in future disasters.

Infrastructure

Infrastructure needs are likewise extensive – the hurricanes battered roads, bridges, utilities, and public facilities, many of which remain damaged. Critical infrastructure across Pasco County suffered extensive impacts, including flooded roadways, overflowing stormwater systems, power outages, strained water/wastewater facilities, and more. Rebuilding these systems is essential for community recovery. Many local infrastructure projects (e.g.,

[12] The CDBG-DR Mitigation allocation represents 15% of the Unmet Needs Allocation ($509,300,000), as required under Public Law 118-158 (90 FR 4761)

repairing or dredging local waterways, repairing roads, addressing stormwater issues) still lack full funding. In addition to basic repairs, hardening infrastructure against future storms is a priority – for example, elevating frequently flooded roads, upsizing culverts and pumps to prevent repeat flooding, and reinforcing bridges. These unmet infrastructure needs are estimated in hundreds of millions of dollars. Restoring infrastructure will ensure safe transportation, reliable utilities, and functioning public services, laying the groundwork for long-term resilience.

Economic Revitalization

The local economy needs a jump-start after the unprecedented interruption and losses caused by the storms. Small businesses across Pasco County – especially in hard-hit coastal and rural areas – were devastated by physical damage and lost revenue. Many businesses had to close for repairs or suffered inventory and property losses, leading to layoffs and lost income for workers. With many small businesses lacking reserves or insurance, there is a substantial unmet need for financial assistance to help them reopen and recover. Key economic revitalization needs include grants or low-interest loans for repairing and restoring storefronts and signage, replacing equipment, restocking inventory, and covering operating costs until business returns. Additionally, technical support is needed for businesses to navigate insurance and aid programs. Job loss has been a major impact; helping businesses recover will in turn restore jobs and livelihoods. Pasco County's analysis estimates roughly 8% of the total unmet recovery needs are economic, reflecting the importance of supporting the business community alongside housing and infrastructure. Revitalizing the economy – particularly the small businesses that are the backbone of local employment – is crucial for a full recovery.

Public Services

Disasters do not only damage physical assets; they also create immense needs for public services and strain the social safety net. In Pasco County, the human services dimension of unmet needs is as crucial as brick-and-mortar recovery. Many residents, especially vulnerable groups (seniors, persons with disabilities, low-income families, those experiencing homelessness), require extra support to get back on their feet. The storms resulted in increased demand for services like emergency shelter, disaster case management, healthcare (including mental health counseling to address trauma), and legal aid for housing or insurance issues. For example, shelters were stretched to capacity during the storms, and after the storms many families needed housing assistance and counseling. Unmet needs in this realm include funding for case managers to guide survivors through recovery programs, expanded mental health and substance abuse services post-disaster, support for food banks and childcare for affected families, and outreach to ensure all residents (including those with limited English proficiency) can access recovery resources without impediment. Pasco County plans to dedicate a portion of its recovery funds to Public Services (capped at 15%) to address these needs. Strengthening public services will ensure that individuals and families are not left behind as recovery progresses – it is an investment in the community's social fabric and well-being, complementing housing and infrastructure investments. In summary, robust public services support – from counseling to job training – is vital for an inclusive recovery that benefits all residents.

Overall, Pasco County's total unmet recovery needs across the three core areas of recovery - housing, infrastructure, and economic revitalization - are estimated at roughly $1.49 billion, far exceeding the $585.7 million available CDBG-DR funds allocated to Pasco County. This gap necessitates strategic allocation of funds to the highest priorities.

Mitigation Needs Assessment

In addition to addressing unmet recovery needs, Pasco County must also mitigate future disaster risks. The Mitigation Needs Assessment identifies key vulnerabilities to natural hazards and outlines the county's resilience priorities. Pasco's goal is to rebuild smarter and stronger, integrating mitigation into every recovery project to protect against current and future risks.

Key Vulnerabilities

Pasco County faces a variety of natural hazards due to its geography, and no area of the county is entirely risk-free. Coastal communities are highly vulnerable to storm surge and coastal flooding – for example, western areas like New Port Richey and Hudson saw storm surge up to 16 feet during Hurricane Helene, inundating entire neighborhoods. With rising sea levels, future coastal flooding could become even more severe. Inland areas face different hazards: eastern Pasco experienced historic rainfall flooding during Hurricane Milton (with rivers rising many feet and causing deep, long-lasting floods), and those communities are also exposed to hurricane wind damage and tornadoes. Central Pasco, which has seen rapid development, struggles with stormwater drainage issues – heavy rains can overwhelm aging drainage infrastructure, causing neighborhood flooding. This region and the northern parts of the county are also prone to sinkholes due to Florida's karst geology, which can undermine structures.

Additionally, Pasco has a considerable risk of wildfire in its inland wooded and rural areas, especially during drought conditions. Periods of drought can dry out vegetation and increase wildfire danger, which threatens homes in the wildland-urban interface. Extreme heat is another emerging risk: heat waves can impact public health, particularly for the elderly and those without air conditioning, and can compound drought and wildfire conditions.

These vulnerabilities – coastal storm surge, inland flooding, high winds, wildfire, extreme heat, and geologic hazards – all pose significant threats to Pasco's people and infrastructure. Recent events exposed many weaknesses: for instance, widespread power outages and sewage system failures occurred when flooding and power loss caused sewage spills, and evacuation routes were submerged (almost half of the county's evacuation route miles are at risk in a 100-year flood event). Understanding these risks, the county recognizes the need to address vulnerable systems and locations proactively. In summary, Pasco's key hazard vulnerabilities include flood-prone neighborhoods and roads, undersized or aging drainage and utility infrastructure, wind-prone housing (especially older mobile homes), wildfire-prone wildlands, and other climate-related risks. These challenges inform the county's mitigation priorities.

Resilience Priorities

Based on the risk assessment, Pasco County has identified several resilience priorities to guide the use of its mitigation funds. The focus is on reducing future disaster damage and protecting residents, especially in the most impacted areas. Key priorities include:

- **Flood Control and Stormwater Management:** Invest in drainage improvements and flood control infrastructure to reduce flooding in vulnerable areas. This includes enlarging culverts and retention basins, improving canals and stormwater pumps, and pursuing projects like seawalls or living shorelines along the coast. Elevating or relocating frequently flooded homes is also a priority to prevent repetitive losses. By controlling floodwaters and keeping communities dry, Pasco can significantly lower future storm damage.

- **Hardening Critical Infrastructure:** Strengthen essential infrastructure and facilities to withstand hurricanes and other hazards. Projects will focus on fortifying utilities (power grids, water and wastewater systems), so they remain operational during disasters, and upgrading key road segments and bridges (especially designated evacuation routes) to be flood-resistant and wind-resistant. Protecting critical community facilities is part of this priority – for example, reinforcing the water reclamation facility and other utilities that were identified as at risk. These measures ensure that vital services - including electricity, clean water, and safe roads - are available when disasters strike, enhancing community safety and quick recovery.
- **Resilient Housing and Shelters:** Increase the resilience of the housing stock and emergency shelters. This priority involves retrofitting homes and public housing sites with storm-resistant features – such as roof reinforcements, impact windows, and elevation above base flood elevation in accordance with program standards - and constructing new housing in safer locations as needed. It also includes expanding and improving emergency shelters – ensuring there are enough storm shelters and cooling centers and equipping them with backup power generators and supplies. By hardening housing and shelter infrastructure, Pasco will better protect lives and property when future storms or heat waves occur.
- **Wildfire and Other Hazard Mitigation:** Address risks from wildfire and other secondary hazards. This includes activities like vegetation management and creating defensible space in high-risk wildfire zones, improving rural water supply for firefighting, and community education on fire prevention. For extreme heat, priorities may include developing cooling centers (often overlapping with shelter improvements). Sinkhole monitoring and drainage improvements can mitigate collapse risks in susceptible areas. While these hazards are more localized, mitigating them is vital for Pasco's overall resilience.
- **Leveraging Funds through Mitigation Projects:** Pasco aims to integrate mitigation into every recovery project and leverage its CDBG-DR mitigation funds to the fullest. A key priority is to use the available mitigation funding as matching funds or gap financing for larger resilience projects. For example, the county can partner with state and federal government by providing local matching funds to support projects. This strategy ensures that critical projects – whether it's a major drainage overhaul or a new resilient community center – can move forward even if other funding sources fall short. By closing funding gaps for high-impact mitigation projects, Pasco will maximize the reach of its dollars and address vulnerabilities that would otherwise remain unaddressed due to lack of funding.

These resilience priorities align with Pasco County's long-term strategic goals (as outlined in its Local Mitigation Strategy) to protect lives and property, reduce repetitive losses, and strengthen community resilience. The county's approach is comprehensive: it combines structural investments (infrastructure upgrades, resilient housing, nature-based solutions) with non-structural measures (improved policies, building codes, public awareness). By pursuing the above priorities, Pasco County will use its mitigation allocation to build a safer, stronger community that is better prepared for the next disaster.

Summary of Programs

Pasco County's CDBG-DR funds will be distributed across seven program categories: Housing, Infrastructure, Economic Revitalization, Public Services, Mitigation, Planning, and Administration. Full descriptions of each program may be viewed in the **Allocation and Award Caps** section of this Action Plan. Table 3 summarizes allocations and program details by category.

Table 3: Summary of Allocations by Program

Category & Programs	Proposed Allocation	% of Allocation
Housing	**$305,000,000**	**52%**
Repair, Reconstruction, and Elevation (RRE)	$155,000,000	

Category & Programs	Proposed Allocation	% of Allocation
Manufactured Housing Program	$50,000,000	
Affordable Housing Construction	$100,000,000	
Infrastructure	**$130,022,800**	**22%**
Critical Infrastructure	$100,022,800	
Public Facilities	$30,000,000	
Economic Revitalization	**$25,000,000**	**4%**
Small Business and Non-Profit Recovery	$25,000,000	
Public Services	**$10,000,000**	**2%**
Public Services for a Better Future	$10,000,000	
Mitigation	**$76,396,000**	**13%**
Better Future Match and Mitigation	$76,396,000	
Planning	**$10,000,000**	**2%**
Planning for a Better Future	$10,000,000	
Administration	**$29,285,200**	**5%**
Administrative Costs	$29,285,200	
Total	**$585,704,000**	**100%**

Housing – $305 million (52%)

Funds support the repair, replacement, construction, and reconstruction of homes for residents impacted by the storms.

1. **Repair, Reconstruction, and Elevation (RRE) – $155,000,000**
   Assists homeowners and small landlords in repairing, rebuilding, or elevating damaged homes. Includes demolition of unsafe structures, buyouts, and reimbursement for out-of-pocket storm repairs.
2. **Manufactured Housing Program – $50,000,000**
   Repairs or replaces storm-damaged mobile and manufactured homes with safer units. Covers demolition, elevation, relocation, and necessary infrastructure connections.
3. **Affordable Housing Construction – $100,000,000**
   Builds new single-family and rental housing for displaced low- to moderate-income (LMI) households. Funds may be used to acquire and redevelop properties, including mobile home parks.

Infrastructure – $130 million (22%)

Funds are used to repair and upgrade damaged public infrastructure and facilities.

1. **Critical Infrastructure Resilience – $100,022,800**
   Repairs roads, bridges, and utilities impacted by storm damage. Funds stormwater improvements, pump upgrades, and backup power for critical infrastructure.
2. **Public Facilities – $30,000,000**
   Repairs or replaces damaged community-serving buildings such as emergency shelters, clinics, or community centers. Also allows for new construction where facilities failed or are insufficient.

Economic Revitalization – $25 million (4%)

Supports small business and nonprofit recovery.

1. **Small Business and Non-Profit Recovery – $25,000,000**

Offers grants or loans to help eligible small businesses and nonprofits recover from storm-related damage or income loss. Funds can be used for repairs, inventory replacement, and operating costs.

Public Services – $10 million (2%)

Provides services that support individual and household recovery.

1. **Public Services for a Better Future – $10,000,000**
   Funds case management, legal aid, housing counseling, job training, and mental health services for disaster-affected residents. Prioritizes LMI and vulnerable populations.

Mitigation Set-Aside – $76.4 million (13%)

Supports activities that reduce future disaster risk.

1. **Better Future Match and Mitigation Program – $76,396,000**
   Provides match for FEMA and other federal mitigation grants and funds standalone projects that improve storm resilience. Includes drainage upgrades, utility hardening, and facility retrofits.

Planning – $10 million (2%)

1. **Planning for a Better Future– $10,000,000**
   Supports disaster recovery planning, risk assessments, feasibility studies, and capacity-building for local partners.

Administration – $29.3 million (5%)

1. **Administrative Costs – $29,285,200**
   Covers program oversight, reporting, financial management, and compliance with federal requirements.

Introduction & Impact Overview

Pasco County experienced an unprecedented series of disasters in 2023-2024, suffering severe impacts from Hurricane Idalia (2023), Hurricane Helene (2024), and Hurricane Milton (2024). Each storm caused widespread damage to homes, infrastructure, businesses, and public services in Pasco County. In January 2025, the U.S. Department of Housing and Urban Development (HUD) recognized the extent of Pasco's unmet recovery needs by announcing a direct allocation of $585.7 million in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds to Pasco County.[13] This historic funding is intended to address the remaining unmet needs from the three storms across housing, infrastructure, economic revitalization, and public services. $509.3 million of this allocation is explicitly designated for unmet recovery needs stemming from Hurricanes Idalia, Helene, and Milton; the remaining $76.4 million is set aside for mitigation activities. This assessment aims to evaluate those unmet needs in detail, by sector and municipality, to inform Pasco County's 2025 CDBG-DR Action Plan in alignment with HUD's Action Plan Template guidelines.

[13] NatureCoaster.com (2025, April 14). *Pasco County to receive $585 million for disaster recovery and requests* -. NatureCoaster.com.

Disaster Context

Each storm had distinct characteristics and unique impacts on Pasco County's communities.

Hurricane Idalia (DR-4734)

Hurricane Idalia made landfall as a Category 3 storm in Florida's Big Bend on August 30, 2023. While the eyewall did not directly strike Pasco County, Idalia's storm surge and winds caused significant coastal flooding in neighborhoods in western Pasco.[14] [15] An estimated 4,000 to 6,000 homes in Pasco County were damaged by Idalia[16] streets in low-lying coastal areas turned into rivers, forcing numerous water rescues. Fortunately, advance evacuations helped prevent loss of life in Pasco, but flood damage displaced many families.

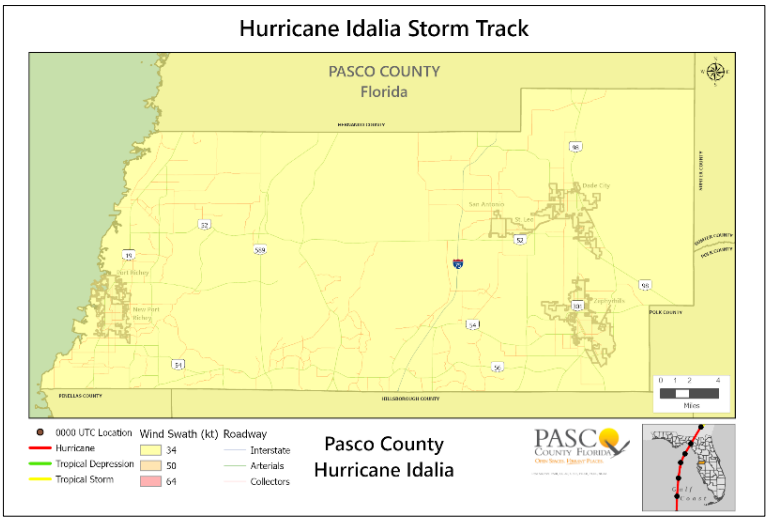

Figure 5: Idalia Path and Wind Swath

Hurricane Helene (DR-4828)

One year later, Hurricane Helene struck in late September 2024 as a massive Category 4 storm that tracked north of Pasco but drove record-breaking storm surge into the Tampa Bay region. Pasco County's coast saw storm surge levels up to 16 feet above normal, far exceeding forecasts. Helene's surge inundated entire neighborhoods on Pasco's west side; roughly 200 people had to be rescued from rising floodwater on the night of landfall in Pasco County alone.[17]

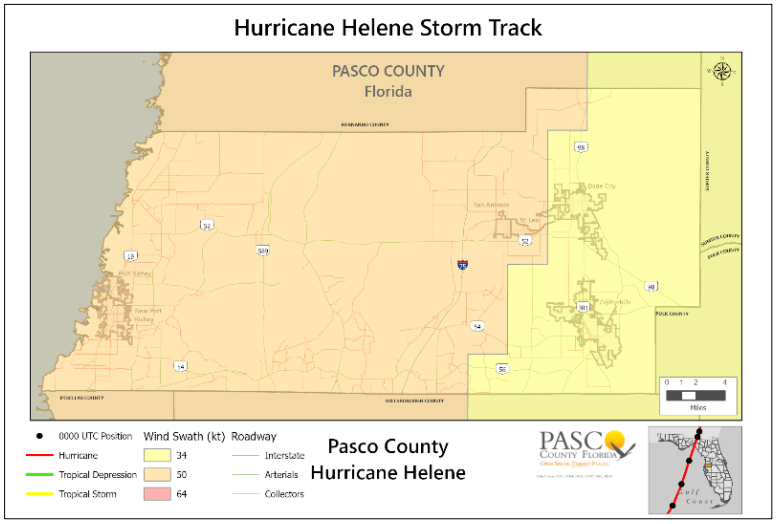

Figure 6: Helene Path and Wind Swath

[14] O'Connell, M. (2024, September 24). *Pasco County residents impacted by Hurricane Idalia flooding prepare for new storm*. ABC Action News Tampa Bay (WFTS).
[15] Paul, Gabriella. (2024, September 27). *Pasco emergency officials "prepare for body recovery" in wake of Helene's storm surge*. WUSF.
[16] Guardian News and Media. (2023, August 31). *"Everything is destroyed": Floridians begin long recovery from Idalia*. The Guardian.
[17] Tampa Bay Times. (2024, October 12). *In Pasco, historic flooding from repeat storms tests limit of rescue crews.*

Hurricane Milton (DR-4834)

Less than two weeks later, Hurricane Milton made landfall on October 9, 2024, as a Category 3 storm, this time passing just south of Pasco. Milton brought torrential rainfall (15+ inches) and strong winds that caused historic inland flooding. The Anclote and Withlacoochee Rivers overflowed into communities, and eastern Pasco neighborhoods saw up to 8 feet of standing floodwater from Milton's rains.[18] Pasco's emergency responders, already strained from Helene, conducted another 200+ rescues during Milton's floods. The back-to-back nature of Helene and Milton dealt a "one-two punch" to Pasco County, impacting many of the same residents and infrastructure twice within weeks.

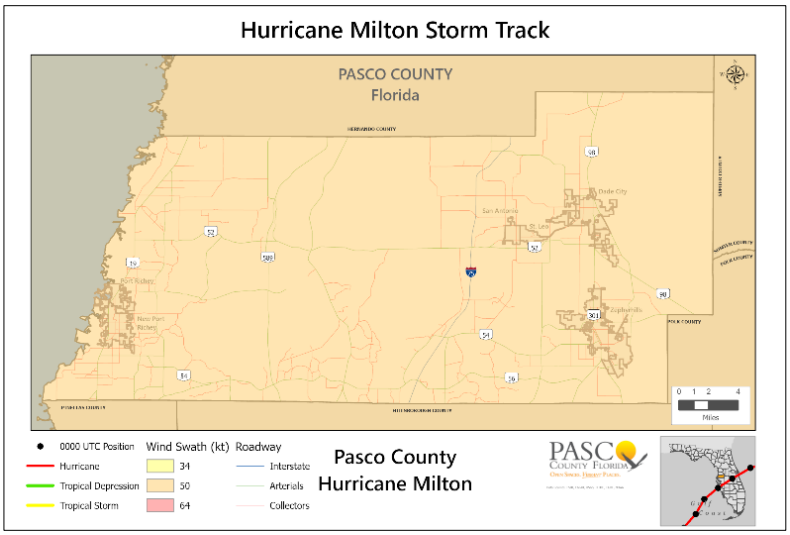

Figure 7: Milton Path and Wind Swath

Most Impacted and Distressed Areas (MIDs)

While damage was widespread, resulting in the entire County being declared Most Impacted and Distressed (MID) by HUD, each region experienced unique impacts. These include both specific neighborhoods and entire municipalities.

Western Coastal Communities

Including New Port Richey, Port Richey, Holiday, Hudson, and communities in the surrounding area, Hurricane Helene's storm surge caused catastrophic flooding along the Gulf coast and the lower reaches of coastal rivers. Many homes along the Pithlachascotee River and low-lying coastal roads were inundated by several feet of water in New Port Richey and Port Richey. Places like SunWest Park in Hudson were swamped by surge[19]; the park was under water and filled with debris and sand, requiring seven months of cleanup before reopening.[20] These western areas saw significant home destruction, particularly older homes and mobile homes that could not withstand floodwaters. Approximately 200 residents had to be rescued from rising floodwater in western Pasco the night Hurricane Helene hit,[21] highlighting the severity of the surge. Many coastal residents remain displaced or are rebuilding homes to new flood standards.

Eastern Inland Communities

Including Zephyrhills, Dade City, and communities in the surrounding area, Hurricane Milton's extreme rainfall led to unprecedented inland flooding in eastern Pasco. Areas of the City of Zephyrhills and unincorporated neighborhoods near rivers and retention ponds were submerged for weeks. Even months after Milton, dozens of

[18] Paul, Gabriella. (2024, September 27). *Pasco emergency officials "prepare for body recovery" in wake of Helene's storm surge*. WUSF.
[19] Lewis, C. (2025, April 22). Sunwest Park reopens to public after damage sustained from Hurricanes. Bay News 9.
[20] Kveglis, J. (2025, April 16). *One of Pasco's largest parks reopens after Hurricane Helene*. FOX 13 Tampa Bay.
[21] Paul, Gabriella. (2024, September 27). *Pasco emergency officials "prepare for body recovery" in wake of Helene's storm surge*. WUSF.

properties in places like the Hickory Hills area of Dade City remained partially underwater. One resident described needing a boat to reach his home four months after the storm.[22] In Zephyrhills, floodwaters lingered so long that six months later, some homes were still inaccessible and without running water or electricity.[23] These conditions illustrate the prolonged nature of the disaster's impact on inland Pasco. While Milton's winds were less intense on the coast, they caused wind damage, such as downed trees and roof damage, countywide and exacerbated flooding by blowing water into areas that had never previously flooded.

Central Pasco

Including Land O' Lakes, Wesley Chapel, and other unincorporated communities in surrounding areas, Central Pasco experienced moderate impacts, mainly wind damage (downed power lines, roof damage) and sporadic flooding in low-lying spots. Power outages were widespread; some first responders had to work 12-plus-hour shifts restoring power to others while their homes went without electricity for over a week. The central region's prior growth had stressed stormwater infrastructure, and these storms exposed those vulnerabilities, including overflowing canals and saturated retention ponds.



Figure 8: Rescue Efforts in the Elfers Area of New Port Richey

Each of Pasco's municipalities faces unique recovery challenges. Coastal cities - like New Port Richey and Port Richey - are grappling with rebuilding homes to hurricane-resistant and flood-compliant standards in the wake of Helene's surge. Inland cities, like Zephyrhills and Dade City, are focused on resolving persistent flooding and repairing water-damaged infrastructure from Milton. Smaller towns, such as San Antonio and St. Leo, are addressing cumulative stresses and assisting their residents with insurance claims and home repairs. Unincorporated Pasco, from coastal enclaves like Hudson to other suburban areas across the jurisdiction, contains the most damaged properties and infrastructure, requiring county-wide solutions.

Pre-Disaster Vulnerabilities Exacerbated

It is important to note that Pasco County entered this disaster period with pre-existing vulnerabilities worsened by the storms. The county had a deficit of affordable housing units even before 2023, with many low-income residents living in older mobile homes or low-lying neighborhoods. Infrastructure systems (particularly stormwater and wastewater management, along with aging road drainage) needed upgrades. The local economy, while growing, included many small businesses with limited reserves and a tourism sector (beaches, parks, hospitality) sensitive to storm disruptions. These factors have amplified the impact of Idalia, Helene, and Milton. For example, the lack of affordable housing has made it harder to relocate displaced families, and inadequate drainage in some subdivisions turned what would have been minor flooding into major, prolonged flooding. This assessment will

[22] Octavio, Miguel (2025, February 12). Parts of Dade City neighborhood still underwater 4 months after Hurricane Milton. WTSP.
[23] Lebron, Sky. (2025, March 6). *Months after Milton: Floodwaters are still surrounding these Zephyrhills Homes*. WUSF.

highlight instances where the disasters exacerbated existing needs, underscoring the importance of a recovery that mitigates future risks, as discussed further in our Mitigation Needs Assessment.

The cumulative damage to Pasco County from the three storms is staggering. Between Helene and Milton alone, county officials estimated over 800 homes were destroyed and 7,600 homes experienced major damage. Thousands more were affected by Idalia. Critical infrastructure was battered – utilities, roads, bridges, and public facilities suffered extensive damage. Small businesses across the county experienced physical losses and economic disruption. Community services were stretched thin as residents grappled with displacement, health and safety hazards, and the bureaucracy of seeking recovery needs from multiple sources post-disaster. This Unmet Needs Assessment provides a comprehensive look at the remaining needs in Pasco's recovery, organized into the three core aspects (or sectors) of long-term recovery – Housing, Infrastructure, Economic Revitalization – along with Public Services to address the needs of vulnerable populations and community well-being.

Unmet Needs Assessment

HUD requires that Pasco County develop the following Unmet Needs Assessment to strategically inform our use of CDBG-DR funding. This Unmet Needs Assessment analyzes community needs across Pasco County by assessing the remaining effects of the qualifying disaster on housing, infrastructure, and the economy. Since the entire county was declared a most-impacted and distressed area (MID), 100 percent of our CDBG-DR award will benefit HUD-identified MID areas.

This Unmet Needs Assessment includes the following:

1. A description of the effects of Hurricanes Idalia, Helene, and Milton, and the most significant remaining recovery needs that have not been addressed by other sources of funds, including insurance proceeds, other Federal assistance, or any other funding source; and
2. A thorough evaluation of the three core aspects of recovery - housing, infrastructure, and the economy (e.g., estimated job losses), which considers the pre-disaster needs (such as a lack of affordable housing) that the disaster has exacerbated. Our housing needs assessment addresses emergency shelters, interim and permanent housing, rental and owner-occupied single-family and multifamily housing, public housing, including HUD-assisted housing, and other affordable housing, including housing for vulnerable populations and those unhoused before the disaster.

The County understands that disaster recovery needs will evolve. As changes occur, the County will amend this Unmet Needs Assessment, as additional needs are identified, and/or additional resources become available. At a minimum, Pasco County will revisit and update the Unmet Needs Assessment when reallocating funds from one program to another through a substantial amendment.

In the following sections, Pasco County's unmet needs are evaluated in detail by sector. For each sector, we document the disaster impacts with data and community input, the resources already in place for recovery (such as FEMA, Insurance, and other duplicative benefits), and the remaining unmet needs, calculated as the gap that CDBG-DR and other funds must address because other sources do not cover them. All data sources are cited, and qualitative descriptions are provided where current data is unavailable. Figures and tables are included to visualize key information, ensuring the assessment is accessible to a non-technical audience. This assessment concludes with a summary of total unmet needs by category (Table 12) and a discussion of how these identified needs will drive Pasco County's recovery strategy, including using the $585.7 million CDBG-DR direct allocation and other supplemental funding.

Methodology for Calculating Unmet Needs

Housing

To calculate estimated Housing unmet needs, Pasco County used FEMA IA, National Flood Insurance Program (NFIP), and local data to identify damaged or destroyed units, calculated the value of housing losses using HUD multipliers established in the Federal Register (for Major/Severe FEMA damage level categories) and proxy calculations (for Minor FEMA damage level categories), and tabulate against the assistance received. FEMA Data was evaluated and records determined to be outside the County (e.g., City and Zip Codes in other counties, such as Hillsborough, Hernando, and Pinellas) were removed from our unmet needs calculation to provide the most accurate assessment with available data. An increase of 30 percent on top of estimated value of housing losses in Pasco County was included to account for costs associated with making newly constructed and rehabilitated housing more resilient to future disasters[24].

Infrastructure

Infrastructure impacts are estimated from the non-federal cost share of FEMA PA and known projects submitted to Pasco County. An increase of 30 percent of the total of known PA project costs provided by the County's Grants Division was included to account for costs associated with making repaired and newly constructed infrastructure more resilient to future disasters. An additional 26.9 percent for increased cost of building materials and supplies was also incorporated.

Economic Revitalization

To calculate estimated economic revitalization unmet needs, Pasco County evaluated de-duplicated data provided by SBA and calculated the Total Verified Loss, accounted for an additional 30 percent in funding needed to support rebuilding to higher standards (resilience), and removed payments that had been made.

The total unmet needs in each category (Table 16) are estimated based on the best available data as of April 2025. The unmet needs assessment will continue to be updated as programs progress and additional data become available. In total, Pasco County estimates approximately $1.5 billion in unmet needs from damage caused by Hurricanes Idalia, Helene, and Milton.

Data Sources

Unmet needs are calculated based on direct and indirect needs, less financial assistance that has been budgeted or obligated to meet those needs. A single data source does not provide sufficiently accurate information, so multiple sources were used to understand the full extent of needs in Pasco County following Hurricanes Helene and Milton. Data in this assessment reflects the best available data as of April 2025 to capture the needs at that point in time.

- **FEMA Individual Assistance (IA):** The FEMA IA Program is the primary source of data on impacted households and for calculating unmet housing recovery needs for CDBG-DR grantees. Following a disaster, homeowners and renters voluntarily register for FEMA IA. FEMA Verified Loss[17] awards only aid with repair/replacement to restore the home to habitable conditions. FEMA IA data only reflects the cost to repair a home to habitable

[24] The 30 percent resilience investment is consistent with HUD's approach in 2013 when it allocated CDBG-DR funding to jurisdictions impacted by Superstorm Sandy (78 FR 69112).

conditions and often underestimates need. However, the data available at the household level, including a range of income and real property damage estimates, allows for an analysis consistent with the unmet needs calculation outlined in the applicable federal register notice.

- **Small Business Administration (SBA):** The SBA disaster loan program is a recovery resource for impacted households. The program provides loans for housing repairs and business needs. For Homes, SBA loan estimates are based on inspections and often include the full home restoration cost.
- **Insurance Claims:** Pasco County utilized National Flood Insurance Program (NFIP) claim data at the county level to estimate assistance per household. Florida Office of Insurance Regulation (FOIR) data was not available for sufficient evaluation at the time of assessment.
- **American Community Survey:** The American Community Survey (ACS) is updated annually based on a sample of 3.5 million residents in the 50 states. ACS data was used to capture economic and demographic data.
- **HUD & Homelessness Data Exchange (HDX) Homeless Point-in-Time Count:** The Point-in-Time (PIT) Count is an annual count conducted by every Homeless Continuum of Care (CoC) in the County on one designated night in January. It accounts for the number of individuals housed in emergency shelters, transitional housing, Safe Havens, and unsheltered housing.
- **HUD Low- and Moderate-Income Data (LMI):** This data is available on the HUD Exchange at the block group, tract, jurisdiction, and county levels. The HUD limits calculate the extremely low (30 percent of area median income, or AMI) limit, very low income limit (50% AMI), and low limit (80 percent AMI) income limit for 1-person to 8-person families for every county and state in the United States. The limits are recalculated annually to determine eligibility for public housing, Section 8 vouchers, and programs assisting seniors and disabled persons.

Evaluation of the Three Core Aspects of Recovery

Housing

Hurricanes Idalia, Helene, and Milton caused widespread damage to housing in Pasco County, displacing thousands of residents. Housing recovery remains the most significant unmet need sector. This section evaluates housing impacts and needs in four areas: Emergency Shelters, Interim and Permanent Housing, Rental and Owner-Occupied Housing (Single-Family and Multifamily), and Public Housing and Other Affordable Housing.

Emergency Shelters, Interim Housing, and Permanent Housing Needs

The storm events severely affected the county's emergency shelter system, displacing vulnerable populations and reducing shelter capacity. One transitional housing facility operated by ACE Opportunities, which included emergency shelter beds, was flooded and rendered inoperable. As of April 2025, this facility remains out of service, further reducing available emergency accommodation.

In addition, several motels and hotels traditionally utilized through emergency shelter voucher programs sustained storm-related damage and are no longer accessible. This loss has significantly constrained emergency response capacity during times of peak need.

In neighboring Pinellas County, Pinellas Hope, a regional shelter operated by Catholic Charities Diocese of St. Petersburg, suffered extensive damage. Although outside of Pasco, this facility has historically served individuals displaced from Pasco County. The loss of this facility further strained the regional shelter network. Table 4 describes shelter capacity prior to Hurricanes Helene and Milton.

Table 4: Shelter Capacity Prior to Hurricanes Helene and Milton

Organization	Beds	Description
ACE Opportunities	5	Emergency shelter (flooded post-disaster)
CCDOSP – Pasco Family Shelter	36	Family shelter
CCDOSP – Felicity House	28	Women's shelter
CHPC – DCF ESG Emergency Shelter	2	Small-scale program
Youth and Family Alternatives (YFA) – RHYMIS ES	26	Youth-focused shelter
Sunrise	40	Domestic violence shelter
CHPC – Students in Transition	35	Youth in school district
St. Vincent de Paul – Hotel/Motel (CV3)	20	Voucher-based emergency shelter
Total	**216**	

Homelessness is a quality-of-life issue for people who lack housing, as well as the people who are stably housed. Pasco County believes that it's important to help our homeless neighbors get into our system of care. Table 5[25] identifies County estimates of homeless households and persons affected by our 2023-2024 disasters (including Statewide estimates for comparison):

Table 5: HUD Continuum of Care Point-in-Time Counts (2024)

CoC Point-in-Time Counts (2024)	Statewide Estimate	Pasco County Estimate
Total Homeless Households	**24,925**	**623**
Emergency Shelter	7,320	64
Transitional Housing	3,167	141
Unsheltered	14,438	418
Total Homeless Persons	**31,362**	**731**
Emergency Shelter	10,229	120
Transitional Housing	4,265	184
Unsheltered	16,868	427

Following the hurricanes, service providers reported significant increases in the number of unsheltered individuals. Many were forced into wooded and remote areas, creating outreach and safety challenges. Youth shelters and family shelters reported waitlists for the first time in several years, particularly for children and families under the age of 18.

Emergency Sheltering

In the immediate aftermath of each storm, hundreds of Pasco County residents relied on emergency shelters. Pasco County opened multiple evacuation shelters for Idalia, Helene, and Milton, including school-based and special needs shelters. During Hurricane Milton in October 2024, all public schools in Pasco County were closed for several days, and several, including Wiregrass High School in Wesley Chapel, were used as shelters for

[25] CoC Homeless Populations and Subpopulations Reports. (2024). Hudexchange.info. Accessed on April 15, 2025.

evacuees.[26] [27] Other regional shelters, like the Mike Fasano Regional Hurricane Shelter in Hudson, which is pet-friendly and capable of housing up to 1,000 occupants[28], was also used to shelter disaster-affected residents. Many coastal residents of Port Richey and New Port Richey who heeded evacuation orders took refuge in these shelters as Idalia and Helene approached.

During Helene, as storm surge inundated west Pasco neighborhoods, approximately 200 individuals were rescued by first responders and brought to higher ground and shelters[29]. During Milton's flooding, emergency crews evacuated over 200 residents from submerged homes in areas like Zephyrhills and Wesley Chapel.[30] These figures illustrate that hundreds of Pasco residents depended on public sheltering to survive the storms, yet shelter capacity and resources were stretched. Capacity restraints have resulted in many people across our region living in cars following the 2023-2024 storms.[31] Shelter operations went very well during Hurricane Helene. There was a peak total of 480 individuals in shelters, but the storm's effects left many permanently displaced. Helene brought new challenges with sheltering in recovery because there is no preexisting permanent place to put displaced citizens.[32] Moving forward, unmet needs include expanding shelter capacity and improving shelter facilities. Some evacuees, especially those with medical vulnerabilities, encountered crowded conditions and limited accessibility in shelters.

Interim Housing

After the immediate crisis, Pasco County has faced a prolonged need for interim or temporary housing for displaced residents. Hundreds of homes were uninhabitable– destroyed or so severely damaged that families could not return until major repairs or reconstruction occurred. As a result, many survivors have been living in hotels, with relatives, or in other temporary arrangements for months. FEMA's Transitional Sheltering Assistance (TSA) program provided short-term hotel stays for some survivors; however, this program was time-limited, and not all households qualified. Recognizing the gap, Pasco County, in partnership with the State of Florida and charitable organizations, established a temporary housing community called "Pasco Hope" in Holiday in late 2024.[33] This assessment notes that Holiday has two of the



Figure 9: Pasco Hope Pallets and RV Trailers

[26] Fox News 13 Staff. (2024, October 10). *Hurricane Milton Aftermath: Pasco county storm damage*. FOX 13 Tampa Bay.
[27] Pasco County Special Needs Shelters
[28] Spring Engineering, Inc. (n.d.). *Mike Fasano Regional Hurricane Shelter*.
[29] Paul, Gabriella. (2024, September 27). *Pasco emergency officials "prepare for body recovery" in wake of Helene's storm surge*. WUSF.
[30] Hodgson, Ian, and Chesnes, Max. (2024, October 12). *In Pasco, historic flooding from repeat storms tests limit of rescue crews*. Tampa Bay Times.
[31] Williams, J. (2025, January 22). *Families left homeless after hurricanes still waiting for FEMA assistance*. ABC Action News Tampa Bay (WFTS).
[32] Hurricane Helene After Action Report and Improvement Plan (September 2024)
[33] Lebron, Sky. (2024, October 25). *Pasco County is opening a temporary housing community for residents displaced by recent hurricanes*. WUSF.

top 10 zip codes in Pasco County with the highest total percentage of Low-to-Moderate Income (LMI) residents (34690 and 34691) per capita.[34]

This 2-acre site contains 50 small pallet homes and 25 RV trailers to house residents displaced by Hurricanes Helene and Milton. The Pasco Hope community, operated by Catholic Charities, offers a roof overhead and on-site services (including showers, laundry, and access to counseling) for storm survivors. This innovative approach helped Pasco address an urgent interim housing need through prior CDBG funding and the County's general fund.

Permanent Housing Repairs/Reconstruction

Ultimately, Pasco County's goal is to return survivors to safe, permanent housing – either by repairing damaged homes or rebuilding destroyed one. The scale of housing damage in Pasco is immense. Across Pasco County, more than 10,000 homes were substantially damaged by Hurricanes Helene and Milton in fall 2024.[35] "Substantially damaged" means repairs cost more than 50% of the structure's pre-storm value, triggering requirements for elevation or reconstruction to current codes.[36] Many homeowners are struggling to fund repairs due to gaps in insurance coverage and insufficient assistance. Flood damage has been problematic: standard homeowner's insurance does not cover flooding, and many residents did not carry flood insurance (especially those outside high-risk flood zones). Even insured flood victims often face high deductibles and payout limits. The National Flood Insurance Program (NFIP) has paid out large sums for these disasters – $449M across all three storms[37] – but this still does not come close to compensating for total losses.

The map in Figure 10 illustrates the geographic distribution of housing damage in Pasco for Hurricane Idalia using FEMA Verified Loss data (the total dollar value of verified housing damage per zip code). Lighter colors indicate lower aggregate damage, and darker shades indicate higher damage concentrations.

Pasco's western zip codes experienced the highest verified losses from Idalia's coastal flooding, especially around Port Richey and New Port Richey. Eastern and central Pasco saw relatively lower verified losses for Idalia, consistent with the storm's primary impacts being along the Gulf coast.

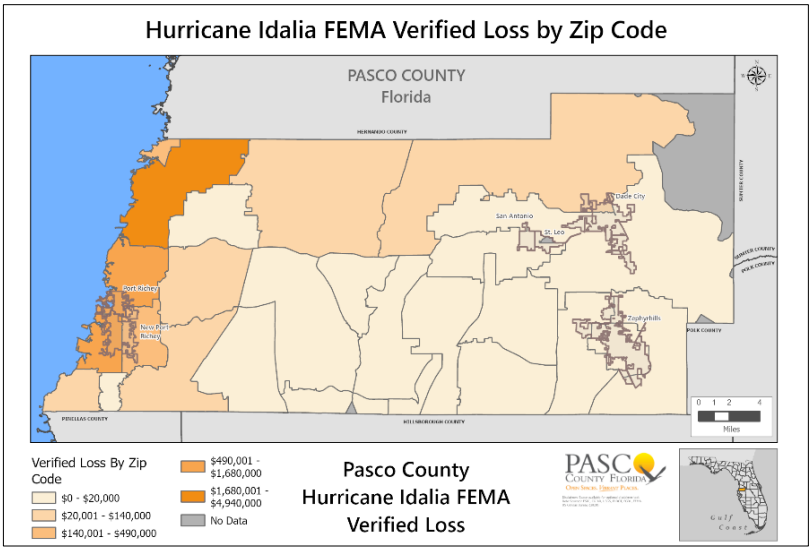

Figure 10: FEMA Verified Loss by Zip Code for DR-4734 (Idalia)

FEMA data suggests coastal Pasco County bore the brunt of Idalia's housing damage, whereas inland communities were less affected. However, the situation was

[34] HUD Office of PD&R. (n.d.). *Low to moderate income population by Block Group*.
[35] Hodgson, Ian, and Chesnes, Max. (2024, October 12). *In Pasco, historic flooding from repeat storms tests limit of rescue crews*. Tampa Bay Times.
[36] Simonton, Teghan, et. al. (2025, April 9). *It's been 6 months since Hurricanes Helene and Milton. how is Tampa Bay doing?* Tampa Bay Times.
[37] FEMA.gov. (n.d.). FIMA NFIP OpenFEMA Dataset v2. Accessed April 12, 2025.

different for the 2024 storms. Figure 11 shows Verified Loss by zip code for Hurricane Helene (DR-4828), and Figure 12 shows the same for Hurricane Milton (DR-4834).

Helene's verified housing losses were significant in western Pasco (Port Richey/New Port Richey area) due to storm surge, and notable in some inland areas, as well. Areas in southeast Pasco (around Zephyrhills) show moderate loss totals, indicating Helene's heavy rainfall caused some inland damage as well.

Milton's damage pattern differs from Helene's – verified losses are more evenly spread across the county, with both coastal and inland zip codes in the higher loss. Eastern Pasco (Dade City, Zephyrhills area) shows very high verified losses, correlating with the historic rainfall flooding. Western Pasco also has substantial losses from Milton, though Helene had already impacted many of those same areas two weeks prior.

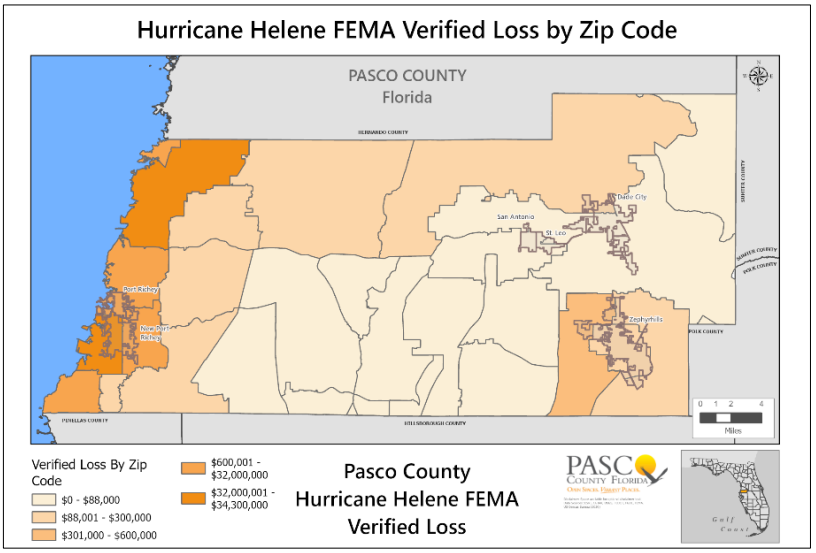

Figure 11: FEMA Verified Loss by Zip Code for DR-4828 (Helene)

The FEMA Verified Loss maps for Helene and Milton demonstrate that the combined impact of these storms was countywide. Coastal communities were hit twice (surge, followed by wind and rain), and eastern communities that were spared surge got inundated by rainfall flooding. As a result, nearly every part of Pasco County has residents facing lingering housing recovery challenges.

Unmet housing needs in Pasco County are extensive. Immediate sheltering needs have been met for most (with shelters closed and interim solutions in place), but temporary housing remains a critical need – many households still lack a stable temporary home while their permanent home is unlivable. The permanent repair and reconstruction need is measured in the thousands of homes and hundreds of millions of dollars. Pasco County's Action Plan will need to allocate a significant portion of CDBG-DR funds to homeowner rehabilitation, reconstruction, and possibly voluntary buyout programs in high-risk flood zones, as well as to rental housing recovery (discussed in the following section). Additionally, building safer, resilient housing to higher construction standards (elevating homes, strengthening roofs) is a priority to mitigate future disaster impacts, given that extreme weather is likely to continue.

Rental and Owner-Occupied Housing (Single Family and Multifamily)

Disaster impacts on housing in Pasco County affected both owner-occupied and renter-occupied homes, but the challenges these groups face can differ. This section examines how renters and owners have been impacted, including single-family and multifamily housing, and identifies unmet needs for each category. Analysis by municipality is provided where data allows, as renter vs. owner distributions vary across Pasco's communities (see Figure 13 for a geographic view of renter occupancy rates).

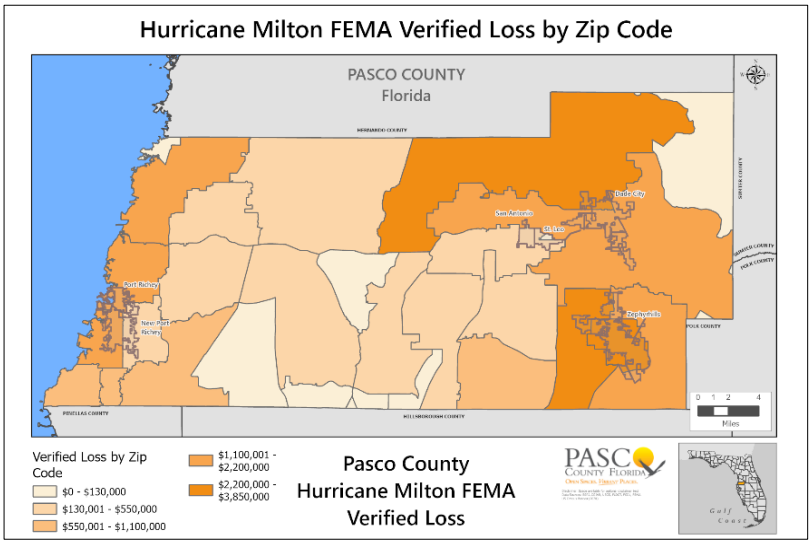

Figure 12: FEMA Verified Loss by Zip Code for DR-4834 (Milton)

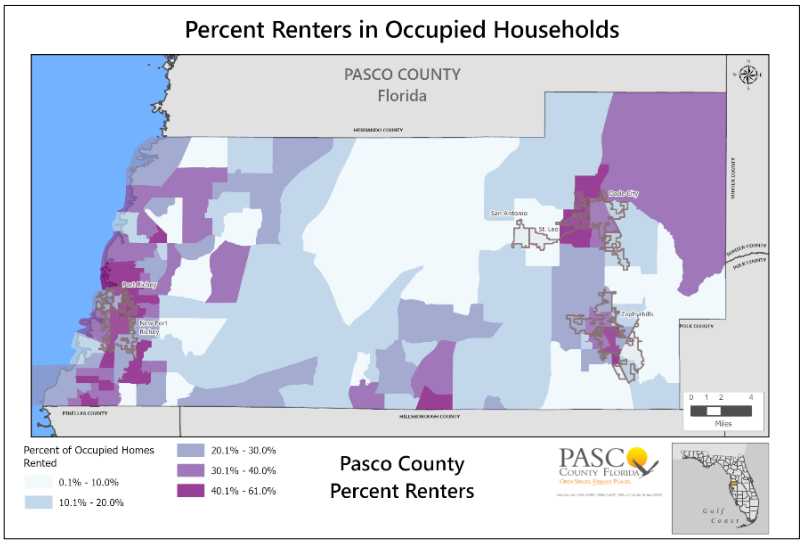

Figure 13: Percent of Renter-Occupied Households

Pasco County's housing stock includes suburban-style single-family homes (many owner-occupied), a significant stock of mobile/manufactured homes, and multifamily rental complexes, including apartment buildings, primarily in the western and southern parts of the county. About 77.3% of households are owner-occupied, and 22.7% of Pasco's households are renters,[38] though the percentage is much higher in certain cities and census tracts.

For instance, Port Richey and New Port Richey have high concentrations of renters, including in older apartment complexes and mobile home parks, while many inland tracts are predominantly owner-occupied. Figure 13 illustrates the percentage of occupied homes that are renter-occupied by census tract: Darker shades (purple) indicate a higher proportion of renters (up to ~60% of households) in that tract. Notably, tracts in and around Port Richey, New Port Richey, and Dade City show 40-60% renter households, as do some areas in Zephyrhills. In contrast, many central tracts (light colors) have under 20% renters, reflecting mostly owner-occupied homes.

The disasters affected homeowners and renters in different ways.

Owner-Occupied Single-Family Homes

Homeowners in Pasco experienced massive losses to their properties. Those with adequate insurance (including flood insurance) were somewhat buffered, but many still face funding gaps for rebuilding. A particular challenge for owners is complying with updated building codes and elevation requirements. In Pasco's coastal High Risk

[38] U.S. Census Bureau, U.S. Department of Commerce. "Physical Housing Characteristics for Occupied Housing Units." American Community Survey, ACS 1-Year Estimates Subject Tables, Table S2504, 2023,. Accessed on April 23, 2025.

Flood Areas, any substantially damaged owner-occupied home must be elevated – a high-cost requirement that is unlikely to be covered fully by insurance or FEMA. Thus, many owners face a choice of taking on debt, depleting savings, or abandoning their homes. Some hardest-hit owners, especially seniors and retirees on fixed incomes in communities like Port Richey's waterfront, simply cannot afford to rebuild to code without additional help. The municipalities of Port Richey and New Port Richey have a high share of seniors who are owner-occupants and who have expressed a need for help.

Owner-Occupied Mobile Homes

Mobile homes form a significant portion of Pasco's housing, particularly for seniors and low-income residents. As demonstrated in Table 6,[39] Pasco County's Mobile Home population is nearly nine percentage points higher than the State of Florida – representing a significant demographic with unmet housing needs following the 2023-2024 storms.

Table 6: Housing Units and Mobile Home Units (MHUs)

Mobile Homes	Statewide Estimate	Statewide Percentage	Pasco County Estimate	Pasco County Percentage
Total Housing Units	**10,451,823**	**-**	**279,605**	**-**
Mobile Homes	822,706	7.9%	46,445	16.6%

Many older mobile homes do not withstand hurricanes well. Helene's winds and Milton's floods destroyed numerous mobile homes. Typically, older mobile homes have little insurance and are not rebuilt. The unmet need here is to provide new housing, either new manufactured homes or transitioning residents to safer housing. Pasco may use funds to replace mobile homes with safer structures or acquire damaged mobile home parks for redevelopment.

Renter-Occupied Housing (Rentals)

Renters in Pasco also suffered greatly. Flooding and wind damage did not spare rental properties – from small single-family rental homes to large apartment complexes. However, renters have less control over repairs since property owners and landlords are responsible. A concerning trend observed after Helene and Milton is that many landlords were slow to respond or lacked the resources to repair rental units promptly, leaving tenants in unsafe conditions.[40] Renters typically do not have disaster insurance for their belongings (few carry renters' insurance), so they often lose furniture, clothing, and other personal property with no compensation. FEMA's Other Needs Assistance (ONA) can provide some grants for uninsured personal property losses, but not all renters qualify or know when/how to apply. This is supported by the disparity between the percentage of renters (demonstrated in Figure 13) and the FEMA claims across all three storms.[41]

[39] U.S. Census Bureau, U.S. Department of Commerce. "Selected Housing Characteristics." American Community Survey, ACS 1-Year Estimates Data Profiles, Table DP04, 2023, Accessed on April 15, 2025.
[40] Sheridan, Kerry. (2024, October 7). *As landlords try to repair Helene damage, Tampa-area renters say they are being unfairly evicted*. WUSF.
[41] FEMA.gov. (n.d.). OpenFEMA Dataset: Individuals and Households Program - Valid Registrations - v1. Accessed April 12, 2025

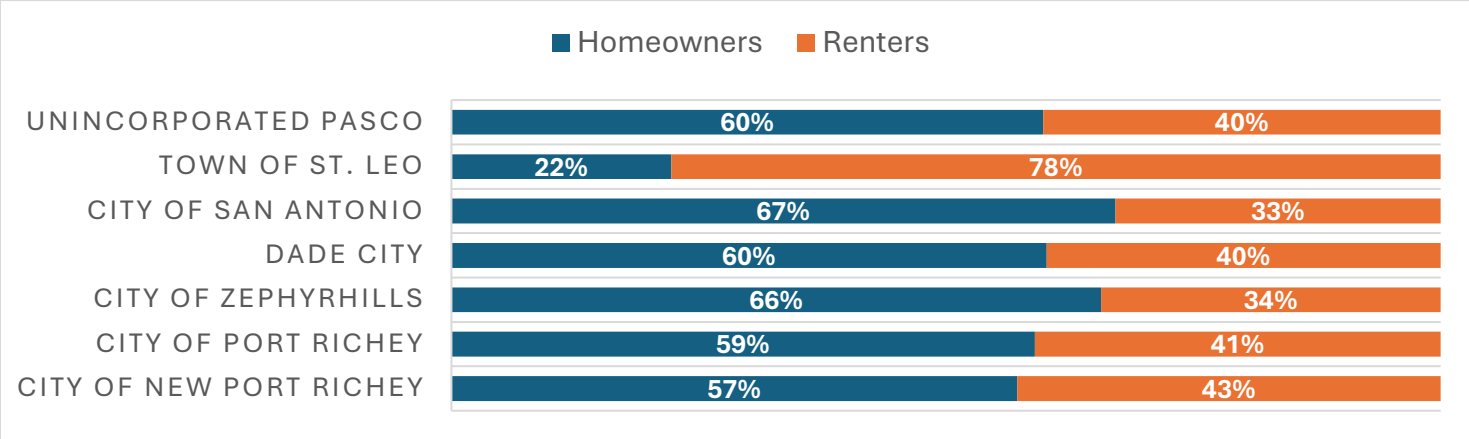

Figure 14: Disposition of FEMA Claims by Housing Tenure

Additionally, renters forced out of unlivable units may have struggled to find alternate housing in Pasco's already-tight rental market. Vacancy rates were low pre-storm, and suddenly many families were competing for habitable rentals. This drives rents up, which puts an economic strain on households who may have also lost wages during the disaster.

It's worth noting that many renters can become homeless or housing-insecure after the storms. Some ended up in the FEMA or Pasco interim housing programs, and others have left the area entirely. Municipalities like New Port Richey, which has a sizeable low-income renter population, have observed an uptick in homelessness after the storms, as displaced renters with nowhere to go show up at local shelters or encampments. This crossover between housing and public services (homeless services) indicates a need for supportive housing solutions for disaster-affected renters.

Renters and owners are both facing severe recovery hurdles, but renters are generally more vulnerable economically and depend on landlords and public support to restore their housing. Pasco County may consider allocating resources to ensure affordable rental housing is repaired or replaced - to prevent a long-term reduction in affordable units post-disaster, and to provide direct support to renters through extended rental assistance, legal aid (a Public Services activity), rehousing services, and new housing opportunities for renters. Meanwhile, homeowners need grants/loans for repair, replacement, and reconstruction to fill insurance gaps. Both groups would benefit from hazard mitigation measures integrated into repairs so that housing is safer and repaired, replaced, or reconstructed to higher construction standards.

Public Housing (HUD-Assisted) and Other Affordable Housing

Pasco County's public housing and HUD-assisted affordable housing stock is a vital resource for low-income residents and safeguarding it post-disaster is critical. "Public housing" refers to housing owned and operated by the Pasco County Housing Authority (or municipal housing authorities), typically reserved for very low-income households. "HUD-assisted housing" includes subsidized developments (like Section 8 project-based housing and Low-Income Housing Tax Credit properties. Additionally, other affordable housing, such as non-profit owned developments and mobile home communities, plays a big role in Pasco. This section assesses damage and needs in these housing segments.

The Pasco County Housing Authority (PCHA) manages several properties, including Dade Oaks (a housing complex for seniors in Dade City), Cypress Villas in Dade City, Citrus Villas in New Port Richey, Hudson Hills

Manor in Hudson, among others.[42] Many of these units house seniors and/or disabled residents. During the 2023-2024 disasters, the PCHA properties generally fared better than private housing, but some did sustain damage. However, there are unmet needs: the Housing Authority lacks funds for significant resilience and building safety upgrades. Aging roofs, old windows, and low elevation put these properties at future risk. CDBG-DR funds could be used to modernize and storm-harden public housing, such as installing generators for power backup, elevating electrical panels above flood level, and strengthening roofing.

Pasco County may allocate funds for affordable housing owners to restore units with enhanced resiliency, building safety features, and other higher construction standards. HUD's National Objective requirements encourage benefits to LMI households; repairing HUD-assisted housing squarely meets this objective since these units exclusively serve LMI tenants.

Another aspect is the loss of affordable housing due to the storms. Unfortunately, some naturally occurring affordable housing (e.g., older mobile home parks with low lot rents) was decimated. In Pasco's coastal belt (Port Richey/Hudson), entire mobile home parks were flooded. Those units often housed seniors on fixed incomes. When these homes are destroyed, those residents effectively lose their affordable housing. Replacing mobile homes is expensive, and not all are qualified for sufficient FEMA help (mobile homeowners who rented the lot might get some personal property aid, but often not enough to buy a new manufactured home). Therefore, an unmet need exists to assist households from destroyed mobile home parks – possibly through mobile home replacement programs or helping them relocate to other affordable housing.

The municipalities of Port Richey and unincorporated Hudson/Holiday have voiced concern that low-income mobile home residents are victims of these storms, and targeted outreach and assistance is needed to satisfy unmet needs. Additionally, the affordable housing continuum includes homeless shelters and transitional housing facilities. Repairing and fortifying these facilities is an unmet need, bridging housing and public services.

Summary: Housing

The 2023-2024 storms disproportionately impacted vulnerable populations residing in public and affordable housing. Ensuring those units are repaired, improved, and back online is critical. Unmet needs include repairing and reconstructing owner-occupied homes, including replacing damaged and destroyed mobile homes, expanding affordable housing to address pre-existing shortages and storm-related losses, hardening public housing sites, and restoring subsidized rentals. Pasco County's allocation provides an opportunity to invest in safe, affordable housing. This would replace what was lost and improve living conditions and reduce future disaster risk for residents, including LMI residents. The county will coordinate with federal, state, and local partners to prioritize these needs.

Figure 15 and corresponding Table 7 identify FEMA claims in each of Pasco's municipalities. Table 7 summarizes residences by damage level and municipality in Pasco County, with further breakdowns for homeowners and renters, based on available FEMA data.[43]

[42] Pasco County Housing Authority (PCHA) Managed Properties

[43] FEMA.gov. (n.d.). FIMA NFIP OpenFEMA Dataset v2. Accessed April 12, 2025.

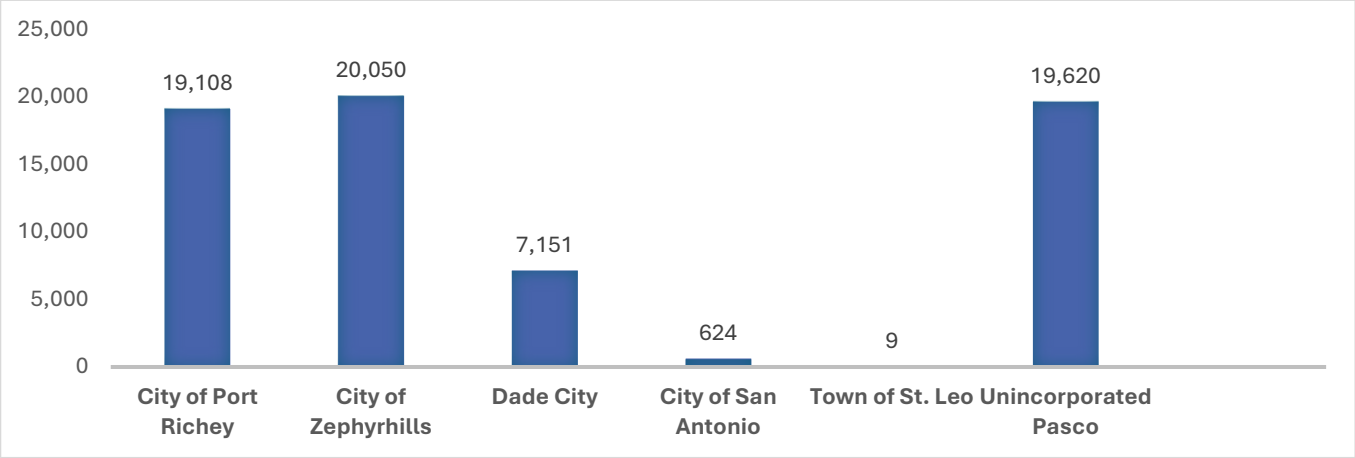

Figure 15: FEMA Claims for 2023-2024 Disasters

Table 7: FEMA Claims in Pasco County (Hurricane Idalia, Helene, Milton)

Municipality	# of FEMA Claims	Severe	Major-High	Major-Low	Minor-High	Minor-Low
All Pasco County	**87,680**	**1,197**	**4,528**	**3,810**	**2,525**	**75,620**
City of New Port Richey	21,118	336	1,689	1,442	567	17,084
City of Port Richey	19,108	748	2,332	1,453	628	13,947
City of Zephyrhills	20,050	30	205	394	683	18,738
Dade City	7,151	25	71	169	257	6,629
City of San Antonio	624	1	2	2	12	607
Town of St. Leo	9	0	0	0	0	9
Unincorporated Pasco	19,620	57	229	350	378	18,606
Homeowners	**52,916**	**854**	**3,409**	**2,946**	**1,492**	**44,215**
City of New Port Richey	12,067	211	1,242	1,149	320	9,145
City of Port Richey	11,237	570	1,813	1,038	345	7,471
City of Zephyrhills	13,158	24	163	339	501	12,131
Dade City	4,299	16	51	147	141	3,944
City of San Antonio	419	1	2	2	6	408
Town of St. Leo	2	0	0	0	0	2
Unincorporated Pasco	11,734	32	138	271	179	11,114
Renters	**34,646**	**343**	**1,117**	**859**	**1,033**	**31,294**
City of New Port Richey	9,027	125	447	291	247	7,917
City of Port Richey	7,811	178	518	413	283	6,419
City of Zephyrhills	6,873	6	41	55	182	6,589
Dade City	2,846	9	20	21	116	2,680
City of San Antonio	205	0	0	0	6	199
Town of St. Leo	7	0	0	0	0	7
Unincorporated Pasco	7,877	25	91	79	199	7,483
Unknown	**118**	**0**	**2**	**5**	**0**	**111**
City of New Port Richey	24	0	0	2	0	22
City of Port Richey	60	0	1	2	0	57
City of Zephyrhills	19	0	1	0	0	18

Municipality	# of FEMA Claims	Severe	Major-High	Major-Low	Minor-High	Minor-Low
Dade City	6	0	0	1	0	5
City of San Antonio	0	0	0	0	0	0
Town of St. Leo	0	0	0	0	0	0
Unincorporated Pasco	9	0	0	0	0	9

A significant number of FEMA claims did not result in payments being issued. Figure 16 and Table 8: FEMA Claims with Total Claims Paid by Housing Tenure (Detail) identify Total FEMA Claims, total claims that received Individuals and Households Program (IHP) funding, and total claims receiving Housing Assistance (HA). Table 8 provides more granular data, identifying the total claims, claims that received IHP assistance, and claims that received housing assistance with corresponding percentages.

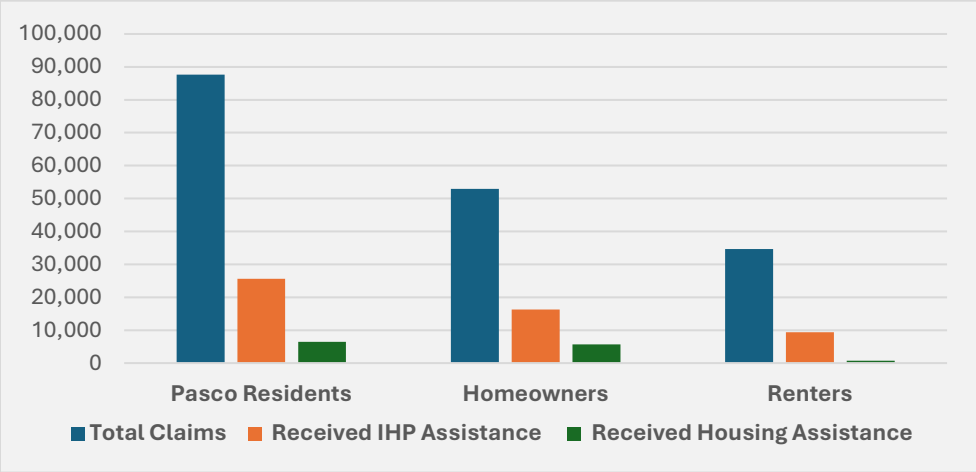

Figure 16: FEMA Claims with Total Claims Paid by Housing Tenure

Table 8: FEMA Claims with Total Claims Paid by Housing Tenure (Detail)

FEMA Claims Review by Housing Tenure and Property Type (All Storms)	Total Claims	Received IHP Assistance	Received Housing Assistance	%: Received IHP Funding	%: Received Repair Funding
Pasco Residents	**87,680**	**25,655**	**6,485**	**29%**	**7%**
Homeowners	**52,916**	**16,240**	**5,724**	**31%**	**11%**
Mobile Homes	10,748	4,338	2,036	40%	19%
All Other Residence Types	42,168	11,902	3,688	28%	9%
Renters	**34,646**	**9,408**	**761**	**27%**	**2%**
Mobile Homes	4,454	1,393	167	31%	4%
All Other Residence Types	30,192	8,015	594	27%	2%
Unknown	**118**	**7**	**0**	**6%**	**0%**
Mobile Homes	33	2	0	6%	0%
All Other Residence Types	85	5	0	6%	0%

HUD uses FEMA IHP program data on housing-unit damage to calculate unmet needs for housing for qualifying disasters. Calculating unmet needs relies on this data, based on the FEMA-assessed level of damage. Table 9 identifies the criteria for each of the five levels of damage, based on FEMA data:

Table 9: FEMA Damage Level Category Criteria

FEMA Category	Owner-Occupied RPFVL	Owner Occupied PPFVL	Rental PPFVL
Minor-Low	Less than $3,000 of FEMA-inspected real property damage.	Less than $2,500 of FEMA-inspected personal property damage.	Less than $1,000 of FEMA-inspected personal property damage.
Minor-High	$3,000 to $7,999 of FEMA-inspected real property damage.	$2,500 to $3,499 of FEMA-inspected personal property damage.	$1,000 to $1,999 of FEMA-inspected personal property damage or determination of "Moderate" damage by the FEMA inspector.
Major-Low	$8,000 to $14,999 of FEMA-inspected real property damage and/or 1 to 3.9 feet of flooding on the first floor.	$3,500 to $4,999 of FEMA-inspected personal property damage or 1 to 3.9 feet of flooding on the first floor.	$2,000 to $3,499 of FEMA inspected personal property damage or 1 to 3.9 feet of flooding on the first floor or determination of "Major" damage by the FEMA inspector.
Major-High	$15,000 to $28,800 of FEMA-inspected real property damage and/or 4 to 5.9 feet of flooding on the first floor.	$5,000 to $9,000 of FEMA-inspected personal property damage or 4 to 5.9 feet of flooding on the first floor.	$3,500 to $7,500 of FEMA-inspected personal property damage or 4 to 5.9 feet of flooding on the first floor.
Severe	Greater than $28,800 of FEMA inspected real property damage or determined destroyed and/or 6 or more feet of flooding on the first floor.	Greater than $9,000 of FEMA inspected personal property damage or determined destroyed and/or 6 or more feet of flooding on the first floor.	Greater than $7,500 of FEMA-inspected personal property damage or determined destroyed and/or 6 or more feet of flooding on the first floor or determination of "Destroyed" by the FEMA inspector.

Table 10 further analyzes FEMA claims, including FEMA Estimated Property Loss (FVL) and the estimated total loss using CDBG-DR formula HUD multipliers. Given insufficient matching data between FEMA and SBA, an understanding that FEMA data does not fully capture all remaining unmet needs for residents, and the variance in FEMA claims submitted and paid, Pasco County has applied the following methodology for estimating unmet needs using FEMA data in order of precedence:

1. The standard HUD multipliers for mobile homes were applied to Major-Low ($77,058), Major-High ($98,643), and Severe ($134,834) damage categories.
2. The standard HUD multipliers for all other residence types (non-Mobile Homes) for the Hurricane disaster type were applied to Major-Low ($36,800), Major-High ($45,952), and Severe ($45,954) damage categories.
3. Proxy calculations were used to determine the appropriate multipliers for Minor-Low and Minor-High damage levels based on the residence type:
   a. Mobile Homes: Factored a multiplier of 59.64% from the next highest residence type – based on a ratio of the percentage difference between Major-Low and Major-High ($21,585) and Major-High and Severe multipliers ($36,191) assigned by HUD. The ratio of ~59.64% (59.6419%) was factored into the next highest damage type to determine multipliers for Minor-High ($45,959) and Minor-Low ($27,411) – each rounded to the nearest dollar.
   b. All Other Residence Types (including Homes, Apartments, Condos, and Townhomes): The ratio of Minor-High to Major-Low average real property loss calculations (~41.23%) was factored into the next highest damage type to determine multipliers for Minor-High ($15,171) and Minor-Low ($6,254) – each rounded to the nearest dollar.

Table 10: Housing Unmet Need (FEMA IA Data)

Damage Level and Residence Type	Total FEMA Claims	Total FEMA Estimated Property Loss	Average Real Property Loss	Estimated Total Loss
All Residences	**87,680**	**$128,238,745.58**	**$1,462.58**	**$1,317,256,412.00**
Homes	53,297	$84,488,843.75	$1,585.25	$564,606,013.00
Mobile Homes	15,235	$37,356,637.89	$2,452.03	$588,338,719.00
Condo/Apartment/Townhouse	12,224	$4,870,008.00	$398.40	$112,480,097.00
Other	6,924	$1,523,255.94	$220.00	$51,831,583.00
Minor-Low	**75,620**	**$2,437,698.03**	**$32.24**	**$723,616,773.00**
Homes	46,113	$1,384,589.44	$30.03	$288,390,702.00
Mobile Homes	11,849	$764,980.68	$64.56	$324,792,939.00
Condo/Apartment/Townhouse	11,085	$60,483.21	$5.46	$69,325,590.00
Other	6,573	$227,644.70	$34.63	$41,107,542.00
Minor-High	**2,525**	**$8,622,662.71**	**$3,414.92**	**$75,621,831.00**
Homes	1,029	$3,007,860.96	$2,923.09	$15,610,959.00
Mobile Homes	1,212	$5,123,130.79	$4,227.01	$55,702,308.00
Condo/Apartment/Townhouse	153	$173,076.45	$1,131.22	$2,321,163.00
Other	131	$318,594.51	$2,432.02	$1,987,401.00
Major-Low	**3,810**	**$28,383,383.11**	**$7,449.71**	**$170,079,436.00**
Homes	2,429	$19,954,982.46	$8,215.31	$89,387,200.00
Mobile Homes	742	$5,717,975.24	$7,706.17	$57,177,036.00
Condo/Apartment/Townhouse	489	$2,225,258.94	$4,550.63	$17,995,200.00
Other	150	$485,166.47	$3,234.44	$5,520,000.00
Major-High	**4,528**	**$62,376,301.22**	**$13,775.68**	**$269,824,508.00**
Homes	2,855	$41,284,463.58	$14,460.41	$131,192,960.00
Mobile Homes	1,172	$18,833,351.30	$16,069.41	$115,609,596.00
Condo/Apartment/Townhouse	456	$2,083,704.58	$4,569.53	$20,954,112.00
Other	45	$174,781.76	$3,884.04	$2,067,840.00
Severe	**1,197**	**$26,418,700.51**	**$22,070.76**	**$78,113,864.00**
Homes	871	$18,856,947.31	$21,649.77	$40,024,192.00
Mobile Homes	260	$6,917,199.88	$26,604.61	$35,056,840.00
Condo/Apartment/Townhouse	41	$327,484.82	$7,987.43	$1,884,032.00
Other	25	$317,068.50	$12,682.74	$1,148,800.00

Considering available assistance data (FEMA and NFIP Repair Claims were considered; however, private insurance claim totals were unavailable at time of assessment), the total Housing Unmet Needs – including a 30% increase to account for resiliency measures and constructing homes to higher standards that make housing more resilient to future disasters[44] – is calculated at nearly $1.1 billion (Table 11: Estimated Total Housing Unmet Need).

[44] The 30 percent resilience investment is consistent with HUD's approach in 2013 when it allocated CDBG-DR funding to jurisdictions impacted by Superstorm Sandy (78 FR 69112).

Table 11: Estimated Total Housing Unmet Need

Cost Category	# of Claims	Average Amount	Estimated Totals
Total Housing Impact	**87,680**	**$15,023.45**	**$1,317,256,412.00**
(-) Repair Assistance Received	**5,456**	**$86,382.41**	**$471,302,402.56**
FEMA Repair Assistance	5,456	$9,732.37	$53,099,837.84
NFIP Claims	5,443	$76,833.10	$418,202,564.72
Private Insurance Claims	*Unavailable at Time of Assessment*		
Total Unmet Need	**75,620**	**$11,186.91**	**$845,954,009.44**
(+) 30% Resiliency			**$1,099,740,212.27**

Infrastructure

The 2023-2024 storms caused extensive damage to infrastructure systems across Pasco County. This section evaluates unmet infrastructure recovery needs, organized by infrastructure categories and with attention to damages in each municipality. “Infrastructure” here encompasses transportation systems, utilities, public facilities, and other critical infrastructure. Hurricanes Idalia, Helene, and Milton each created different infrastructure challenges: Idalia’s storm surge undermined roads and seawalls; Helene’s surge and winds knocked out utilities and flooded critical facilities; Milton’s heavy rains caused dam and drainage issues and further road washouts. The overlapping impacts strained repair efforts and revealed vulnerabilities.

Transportation

Roads and Bridges

Pasco County’s transportation network sustained widespread damage from Hurricanes Idalia, Helene, and Milton, including flooding, washouts, and debris-blocked roads. Storm surge from Idalia and Helene submerged U.S. Highway 19 and eroded local roads in Port Richey, where crews rebuilt 1,200 feet of roadway near Waterfront Park following Helene’s 16-foot surge. Hundreds of roads were initially blocked by debris, with Pasco receiving over 140 obstruction reports in the first hours after Milton’s landfall.[45] . While most roads have reopened, unmet needs remain for long-term repairs and mitigation. Certain areas may require floodwalls or raised roadbeds, and inland zones need larger culverts and improved drainage. Structural assessments are needed for bridges stressed by floodwaters. Additional funding is also needed to restore road shoulders, signage, and surfaces where only temporary repairs were made.

Transit

Pasco County bus services (GoPasco) were disrupted[46], including our Paratransit senior fleet for residents over the age of 60 with low income. Buses were used in some cases for evacuation before the storms. After Helene and Milton, regular bus routes were suspended for days due to impassable roads and shelters needing transportation support. The county’s transit fleet was not severely damaged, but some bus stops and transfer stations were flooded. Unmet needs include repairing damaged transit facilities and possibly elevating or floodproofing key bus stop areas. Also, ensuring transit access in recovery, like shuttles from temporary housing sites to commercial

[45] Fox News 13 Staff. (2024, October 10). *Hurricane Milton Aftermath: Pasco county storm damage*. FOX 13 Tampa Bay.
[46] UPDATE: PCPT- Pasco County Public Transportation will resume bus service on Route 19 starting at 5 a.m. Wednesday (10/10/18)

centers, is part of recovery services (covered in Public Services). Residents brought up Pasco County's aging bus fleet as an area of concern during our recent town hall meeting in Hudson (April 17, 2025).

Water, Wastewater, and Stormwater Infrastructure

Drinking Water Systems

Pasco County's potable water system (a mix of county and city utilities) faced challenges primarily from power outages and boil water notices. Floodwaters inundated some well fields and water treatment plant sites. For example, after Helene, Pasco County Utilities issued a countywide boil-water advisory because low water pressure occurred when backup generators at a pumping station failed during power loss. Saltwater intrusion from surge threatened a coastal well in Hudson. In Dade City, a water main break occurred when uprooted trees cracked an underground pipe.

While emergency repairs were made (with mutual aid from neighboring utilities), unmet needs are evident in the need to harden water infrastructure against floods and power loss. Backup generators at well fields, elevating electrical controls at treatment plants above flood level, and floodproofing well heads are needed. New Port Richey's water treatment plant is near the Pithlachascotee River; it came within inches of flooding during Helene – a temporary berm saved it. A permanent berm or floodwall around that plant is an identified need to prevent a catastrophic outage. The county's water distribution lines in flooded areas should also be inspected for infiltration or damage.

Wastewater (Sewer) Systems

The storms exposed vulnerabilities in wastewater infrastructure. Across the Tampa Bay region, an estimated 42 million gallons of sewage was spilled in October 2024 alone due to Helene and Milton.[47] Pasco County contributed significantly to this figure as floodwaters and power outages caused sewage lift stations and treatment plants to fail. The West Pasco Wastewater Treatment Plant (serving New Port Richey and Port Richey areas) was inundated by storm surge, leading to millions of gallons of partially treated sewage overflowing into local waterways. Nearby, manhole covers in New Port Richey popped off under flood pressure, releasing raw sewage in streets (one dramatic photo showed sewage bubbling out of a manhole downtown.[48] Pasco County officials estimated 1.5 to 2 million gallons of wastewater spills in the county from Helene/Milton. The impact of these spills is an environmental and public health concern – residents wading through floodwaters were exposed to contamination, and cases of illness (like *Vibrio vulnificus* infections) surged in Florida post-storm.

Unmet needs for wastewater infrastructure are substantial investments in resiliency. Pasco County needs to upgrade sewer lift stations by elevating pumps and controls or making them submersible. The county has dozens of lift stations; during Helene, dozens lost power and overflowed. Elevating and equipping lift stations with backup generators or quick-connect generator hookups is essential. The wastewater treatment plants (WWTPs) in Pasco – including those in New Port Richey, Shady Hills, and Dade City – need flood mitigation. The New Port Richey plant might need physical elevation of certain components or relocation of vulnerable equipment. Port Richey's wastewater system (a smaller utility) was completely offline for days; the city is considering decommissioning some low-lying pump stations and connecting those areas to county systems with more robust infrastructure. The

[47] Simonton, Teghan, et. al. (2025, April 9). *It's been 6 months since Hurricanes Helene and Milton. how is Tampa Bay doing?* Tampa Bay Times.
[48] Miller, Daylina (2024, October 13). Photos: Hurricane Milton's devastation across the Tampa Bay Area. WUSF.

Dade City plant built in the Mickens-Harper neighborhood required already needed significant upgrades[49] and needs were further exacerbated during Hurricanes Helene and Milton. These projects will require funding. Another need is to repair damaged sewer lines: infiltration of stormwater into the sewer system was extreme, indicating cracks and leaks. Pasco could implement an inflow/infiltration reduction program, including lining pipes and sealing manholes.

Stormwater Drainage

Perhaps the most glaring infrastructure limitation was in stormwater management. In all three storms, Pasco County's stormwater systems (ditch networks, retention ponds, and drains) were overwhelmed. Helene's rainfall and surge combined to overwhelm coastal drainage. During public input sessions, several residents noted neighborhood flooding in areas that have never previously flooded.

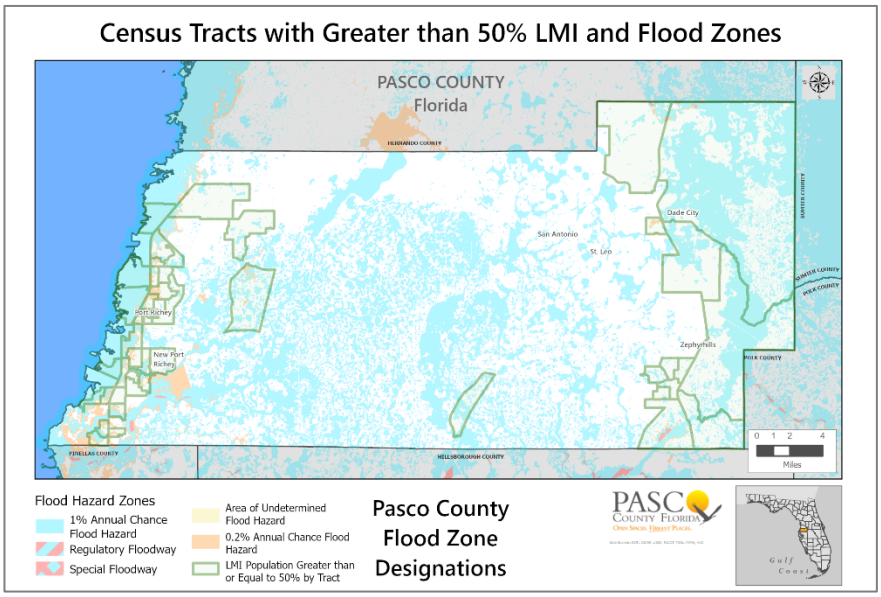

Figure 17: FEMA Flood Hazard Zones in Pasco County and Census Tracts with >50% Low- to Moderate-Income (LMI) Population.

Milton's deluge caused broad sheet flow of water in east Pasco – areas like Zephyrhills saw stormwater ponds overtop and new ponds form where water had nowhere to go. The historic flooding in Silver Oaks (Zephyrhills) suggests inadequate drainage infrastructure for such extreme rainfall; pumps ran for months but were insufficient[50]. Additionally, the county's network of swales and ditches in rural areas suffered from sedimentation and blockages.



Figure 18: Anclote River Flooding (Hurricane Helene)

Unmet needs include comprehensive stormwater system upgrades, such as dredging, enlarging culverts, constructing additional retention capacity, and restoring natural drainage where possible. A map of flood hazard zones relative to income (Figure 17) illustrates how widespread the flood-prone areas are, including areas principally serving LMI residents.

Areas in light blue are within the 1% annual chance (100-year) flood zone; green outlines indicate census tracts that are majority LMI. This map shows that extensive portions of Pasco County are flood-prone, including many LMI communities, including but not

[49] Blazonis, Sarah (2023, November 16) *Dade City gets $1.75m to relocate, upgrade wastewater treatment plant*.
[50] Hodgson, Ian, and Chesnes, Max. (2024, October 12). *In Pasco, historic flooding from repeat storms tests limit of rescue crews*. Tampa Bay Times.

limited to parts of New Port Richey, Port Richey, and Dade City. Strengthening stormwater infrastructure in these zones is a significant unmet recovery need.

Given this concern, Pasco County may explore infrastructure projects including improving the Anclote River drainage basin (which impacts Holiday and New Port Richey) – possibly through dredging or upstream water storage to reduce flood peaks, enhancing drainage in the Pithlachascotee River basin (Port Richey/New Port Richey) – such as considering a tide gate or pump system to evacuate water even during high Gulf tides; and Cypress Creek/Cypress Strand in central Pasco (impacts Wesley Chapel and Lutz). Milton's rains pushed Cypress Creek to record levels, flooding neighborhoods; building additional retention or diversion channels could mitigate this. The county's Stormwater Management Division had plans pre-storm for some improvements, but the storms have multiplied the urgency and scope. These plans include the redevelopment of Magnolia Valley, designed around a 38-acre regional stormwater facility constructed for flood attenuation and water quality improvement purposes. This master plan also consists of passive and active facilities, including basketball courts, soccer fields, baseball fields, tennis courts, trails, and exercise stations, making this a truly transformational project for Pasco County. Additional funding is needed to execute these projects and other stormwater management improvements to failed or functionally overwhelmed, especially in municipalities that rely on the county for broader watershed management.

Power and Utilities (Electric Grid and Communications)

The hurricanes caused widespread power outages in Pasco County, some lasting over a week. Several utilities serve Pasco: Duke Energy (west/north Pasco), Tampa Electric/TECO (south-east Pasco), Withlacoochee River Electric Cooperative (east/rural Pasco). All reported massive outages. After Hurricane Helene, nearly 1.3 million customers in Florida lost power; after Hurricane Milton, outages spiked to 3.4 million statewide – Milton almost tripled Helene's outages due to its track through highly populated areas. In the Tampa Bay region, 924,000 customers were still without power the day after Milton. In Pasco, estimates suggest 70% or more of the county lost electricity during Milton, reflecting tens of thousands of households and businesses in the dark. Tampa Electric - which serves parts of south Pasco like Wesley Chapel - experienced nearly 600,000 outages system-wide, affecting about 70% of its customers. Duke Energy also had hundreds of thousands affected by outages. Full restoration took 5-7 days for most, and up to 10 days for some pockets, as crews from around the country assisted.[51]

Prolonged outages had cascading effects: water and sewer systems went offline without power, traffic signals were dark, and vulnerable residents without generators endured heat and limited medical device power. Pasco County opened comfort stations where people could charge devices or get ice. Power companies have since been repairing infrastructure, but unmet needs include support for grid hardening and backup power for critical facilities.

Public Buildings, Facilities, and Parks

Government Buildings, Community Facilities, and Schools

Numerous public buildings across Pasco County sustained damage during Hurricanes Idalia, Helene, and Milton, ranging from minor water intrusion to major structural and roof damage. While repairs are underway for many facilities, unmet needs remain, particularly strengthening these structures to withstand future events. Government offices, community centers, and educational facilities were damaged and played critical roles as

[51] Simonton, T. (2025, January 22). *Hurricane Milton caused nearly triple the power outages of Helene*. Tampa Bay Times.

shelters, coordination hubs, and resource centers during the storms, underscoring the importance of their ability to withstand storms and other disasters.

Community buildings used as shelters and recovery hubs also suffered damage. Hudson Regional Library saw increased use as a multi-agency resource center and point of distribution site for relief resources. Community centers such as the Moore-Mickens Education Center in Dade City saw increased use as temporary shelter and relief sites but also experienced minor structural damage during Helene's rains and wind events.

Pasco County Schools experienced impacts from both Helene and Milton. While Helene brought moderate wind damage and localized flooding, Hurricane Milton caused more severe disruptions. Cypress Creek High School reported substantial roof damage that resulted in water intrusion, forcing portions of the school to close and relocate classes. Hudson Elementary School was flooded during both Idalia and Helene, leading to significant interior damage that required remediation and portable classrooms for displaced students. The school district reported extensive damage to some schools from Hurricane Milton.[52] Pasco's superintendent noted that around a dozen schools had damage significant enough to disrupt classes.[53] While insurance has covered portions of these costs, full recovery and necessary resilience upgrades - such as reinforced roofing systems, backup generators, and improved stormwater drainage around school campuses - remain unfunded.

Unmet needs across these public and community-serving facilities include not only repairing existing damage but enhancing their ability to withstand future storms and other disasters: elevating lift stations and other electrical systems, moving fire stations, installing impact-rated windows, reinforcing roofing materials, and equipping all critical buildings with reliable backup power. Many of these facilities are designated shelters or serve vulnerable populations, making their continued operation during disasters essential to public safety and continuity of services.

Parks and Recreation Facilities

Pasco County's parks, especially along the coast, were significantly impacted. Helene and Milton heavily damaged SunWest Park in Hudson, a major county park with a beach. A storm surge washed massive amounts of sand off the beach and into the parking lot, closing the park for months. Crews had to import 26 truckloads of sand to replace what was lost and make the beach safe again. As of April 2025, SunWest Park finally reopened after restoration.[54] This example underscores both the damage and the recovery effort required. Other parks had boardwalks destroyed or significant erosion. Inland parks also saw damage from wind, with over 200 trees uprooted or damaged. The region lost many public trees in parks during the storms, which impacts shade and ecosystem benefits. Unmet needs include park facility repairs – including rebuilding boardwalks, pavilions, and playgrounds, along with environmental restoration – such as replanting trees and restoring eroded shorelines. There is also an opportunity to compound benefits with parks serving as stormwater retention in some cases, which could be a mitigation strategy the County explores.

[52] FOX 13 Tampa Bay. (2024, October 14). *Pasco schools damaged by Hurricane Milton*. FOX 13 Tampa Bay.
[53] Solochek, Jeffrey S. (2024, October 18). *Tampa Bay Area Schools rushed to reopen after Milton. was it too soon?*. Tampa Bay Times.
[54] Lewis, C. (2025, April 22). Sunwest Park reopens to public after damage sustained from Hurricanes. Bay News 9.

Debris Management

As part of infrastructure recovery, debris cleanup was a huge task. Pasco County removed ~1.3 million cubic yards of storm debris post-Helene and Milton[55], a massive volume that strained landfill and debris sites. While the immediate need has been largely addressed, one unmet need is funding for debris management improvements. The county may consider establishing a permanent debris management site or purchasing equipment to handle future events better. Additionally, waterway debris remains an issue; some waterways still have debris that could impede navigation or pose hazards, requiring removal.

Summary: Infrastructure

Pasco County's infrastructure unmet needs revolve around repairing damages (many of which are still in progress or pending funding) and building back stronger to reduce future disaster impacts. Virtually every sector - transportation, utilities, public facilities - has opportunities for mitigation. Table 12 in the conclusion will summarize the priority infrastructure needs across Pasco. The county and its cities will need to coordinate closely, leveraging CDBG-DR alongside other funds (FEMA PA, state grants) to address these infrastructure needs comprehensively.

As data was evaluated, we learned of limitations with the FEMA OpenData. The County consulted with its internal Grants Division to receive updated FEMA PA project data. Based on updated FEMA Public Assistance (PA) data obtained through coordination with Pasco County's Grants Division, Table 12 is a summary of FEMA PA assistance received by Pasco County for Hurricanes Idalia (DR-4734), Helene (DR-4828), and Milton (DR-4834):

Table 12: Infrastructure Unmet Need (FEMA PA Data)

FEMA PA Category	Estimated Total PA Cost	Total Federal Share	Total State Share	Total Local Share
A – Debris Removal	$0.00	$0.00	$0.00	$0.00
B – Emergency Protective Measures	$7,800,000.00	$7,800,000.00	$0.00	$0.00
C – Roads and Bridges	$0.00	$0.00	$0.00	$0.00
D – Water Control Facilities	$0.00	$0.00	$0.00	$0.00
E – Buildings and Equipment	$4,178,928.00	$3,134,196.00	$522,366.00	$522,366.00
F – Utilities	$0.00	$0.00	$0.00	$0.00
G – Parks and Other	$4,964,311.81	$3,723,233.86	$620,538.98	$620,538.98
Total	**$16,943,239.81**	**$14,657,429.86**	**$1,142,904.98**	**$1,142,904.98**

Table 13 adds an additional 30% total for resiliency and 26.9% total for increased cost of building materials[56] due to inflation and cost increases over time for eligible FEMA PA Categories with non-federal share requirements.[57]

[55] Pasco County News Brief - February 03, 2025

[56] Producer Price Index by Industry: Building Material and Supplies Dealers, May 2024, https://fred.stlouisfed.org/series/PCU44414441

[57] Non-Federal Match Required is calculated as Local share plus State share, as applicable.

Table 13: Infrastructure Unmet Need (FEMA PA Data)

FEMA PA Category	30% Resiliency	26.9% Increased Cost of Building Materials	Estimated Total PA Cost with Increased Safety and Material Costs	Non-Federal Match Required (Total Unmet Need)
A – Debris Removal	$0.00	$0.00	$0.00	$0.00
B – Emergency Protective Measures	$2,340,000.00	$2,098,200.00	$12,238,200.00	$0.00
C – Roads and Bridges	$0.00	$0.00	$0.00	$0.00
D – Water Control Facilities	$0.00	$0.00	$0.00	$0.00
E – Buildings and Equipment	$1,253,678.40	$1,124,131.63	$6,556,738.03	$1,639,184.51
F – Utilities	$0.00	$0.00	$0.00	$0.00
G – Parks and Other	$1,489,293.54	$1,335,399.88	$7,789,005.23	$1,947,251.31
Total	**$5,082,971.94**	**$4,557,731.51**	**$26,583,943.26**	**$3,586,435.82**

Through consultations with County departments and Pasco County's municipalities, the County has built a list of known projects not funded through other sources. After applying another 30% increased cost for resiliency measures, and an additional 26.9% for increased cost of building materials due to inflation, we have calculated an additional $241,423,175 in unmet needs to support these projects adversely impacted by the 2023-2024 storms (Table 14).

Table 14: Standalone Projects Identified by County

Other Infrastructure Projects	Initial Cost Projections	30% Resiliency	26.9% Increased Cost of Building Materials	Estimated Total PA Cost with Resiliency and Increased Cost of Materials
Standalone Projects	$153,870,730	$46,161,219	$41,391,226.37	$241,423,175

Pasco County will utilize infrastructure and mitigation funding to support unmet needs for Infrastructure projects.

Economic Revitalization

Beyond the immediate physical damage, Hurricanes Idalia, Helene, and Milton severely impacted Pasco County's economy, especially to small businesses. This section analyzes the economic impacts and unmet needs related to business recovery, job losses, and overall economic revitalization. Particular attention is given to small businesses. The storms caused both direct losses (physical damage to business properties, inventory, equipment) and indirect losses (business interruption, lost revenue due to power outages and customer displacement). While federal aid (like SBA loans) has been offered, many businesses face gaps in recovery resources.

Historic development patterns in Pasco County have guided the location of business establishments, with a significant number of small-scale retail and food services located along the coastal US-19 highway. In contrast,

industrial parks, healthcare facilities, and other industries with large building footprints are predominantly located close to major commercial transit routes such as SR 54, I-75, and US-301.

Hurricane Helene caused extensive storm surge flooding to businesses west of US-19 and resulted in property damage, inventory damages, and closures. The business damage assessment survey conducted by the local Small Business Development Center (SBDC) indicated that 67% of 106 respondents from Pasco County suffered damages totaling $1.35 million from Hurricane Helene. These were concentrated in four industries: Hospitality, Tourism and Food Services, Retail Trade, Real Estate, Rental and Leasing, and Other. These industries also reported the highest number of business entities that suffered both physical and economic damages from the hurricane. Inland locations remained outside the area of inundation caused by Helene's storm surge, sparing them from the most severe impacts.

Hurricane Milton produced both flooding and wind-related impacts in Pasco County, contributing to damages totaling $1.45 million. The Hurricane Milton survey included responses from 82 businesses. The assessment indicated a wider variety of damages - flood, physical, and economic - were encountered by respondents. Hospitality, Tourism, and Food Services and Other were again the most impacted industries, followed by Educational Services, Construction, and Professional, Scientific, and Technical Services. Only 20% of businesses reported flood damage, while 54% experienced physical damage, and an overwhelming 90% experienced economic damages, showing how widespread business disruptions can be even in the absence of significant storm surge.

PascoEDC, the County's Economic Development Council, noted that in their recovery response efforts, industrial sites were generally located outside of floodplains. These structures reported minimal wind or water-related damages, and the primary disruptions were due to power outages that affected production. They also noted that small businesses were most severely impacted due to the following issues:



Figure 19: Issues Affecting Small Businesses

Another key observation from the post-disaster recovery efforts was the disruption to the local workforce. Business damage assessments revealed that many employers had to lay off staff - either temporarily or permanently - due to closures, physical damage, or economic losses. A high number of businesses sought SBA Economic Injury Disaster Loans and Emergency Bridge Loans to maintain operations and cover payroll, underscoring the fragility of the labor market in impacted sectors.

Many small businesses, especially in coastal areas, lacked the resilience and flexibility to retain staff during disruptions. Employees, meanwhile, faced barriers like property damage, displacement, and transportation issues, further reducing workforce participation. The events highlighted the need not only for short-term recovery assistance but for longer-term investment in workforce development - particularly in high-turnover industries like hospitality, retail, and food services. The County has an opportunity to strengthen economic resilience and better prepare its labor force for future disruptions.

Impacts on Small Businesses

Pasco County is home to thousands of small businesses – retail shops, restaurants, services, manufacturing, and agriculture – many of which suffered in the disasters:

Physical Damage and Business Interruption

In the coastal communities (Port Richey, New Port Richey, Holiday), storm surge from Idalia and Helene flooded numerous businesses. Along Port Richey's waterfront, several popular restaurants and bars had their lower levels, docks, and equipment destroyed. Even businesses not physically damaged were closed for days or weeks due to extended power outages, boil water notices, road closures, and storefront repairs. Retail shops missed critical sales days. The storms essentially halted everyday commerce – restaurants lost food stock due to a lack of refrigeration and lost revenue.

Employment and Income Loss

Many workers lost wages when businesses closed. Hourly employees at restaurants, retail, and service firms went unpaid during the closure period. Tragically, some businesses have not since reopened, causing permanent job loss. The cumulative effect is reduced household income, further straining families dealing with home losses.

While larger corporations (like chain stores) often have insurance and resources to rebuild, small businesses are far more vulnerable, often underinsured and reliant on each week's income to stay afloat. Many Pasco entrepreneurs turned to the U.S. Small Business Administration (SBA) disaster loan program for help. By October 2024, SBA had opened a business recovery center in nearby Tampa to assist businesses and residents affected by Hurricanes Helene, Milton, and Debby. However, a major setback occurred on October 15, 2024, when it was announced that SBA's disaster loan funding was fully expended. The program temporarily ran out of money due to the scale of disasters, and no new loans could be issued until Congress provided more funds. This left many Pasco businesses in limbo: they could apply and be approved but not receive funds until later. This delay has been devastating for some. Though Congress subsequently appropriated additional SBA loan funds, some businesses gave up waiting for much-needed funding.

Special Sectors

Tourism

Pasco's tourism drivers include sports events, historical sites, parks, and eco-tourism. Funds for tourism promotion and events could be beneficial to draw people into affected downtown and beach areas.

Industrial

Pasco has several industrial parks, including parks located in affected areas. These larger employers might have insurance, but any unmet needs for rebuilding could affect jobs. Given the broad impact, Pasco County may consider several economic revitalization programs with CDBG-DR:

1. **Small Business Recovery Loan and Grant Programs:** Including grants or forgivable loans to small businesses (especially those with <50 employees or in LMI areas) to repair physical damage, replace inventory, or pay for operating costs during the recovery period. This could prioritize businesses that serve essential community needs or employ residents.

2. **Technical Assistance and Capacity Building**: Including funding for workshops, one-on-one counseling, and application help for businesses to access other resources (SBA loans when available, state bridge loans, insurance claims).
3. **Façade or Code Improvements**: Since repairs will happen, offering additional incentives to improve buildings to current codes can improve resilience, building safety, and appearance.
4. **Workforce Recovery**: If their employer closed due to the storms, some workers may need new employment. Pasco County may explore the possibility of partnering with the local workforce board to provide job placement or even short-term subsidized employment in recovery projects, such as hiring local labor for reconstruction.

The estimated total assistance provided through the SBA and NFIP insurance amounts to approximately $62 million; this covered roughly one-third of the total verified loss of $176 million using available data. The resulting unmet need totals more than $147 million (Table 15). This difference indicates that businesses may still need recovery and mitigation assistance to rebuild operations to return to their pre-disaster state.

Table 15: SBA and NFIP Business Disaster Analysis

SBA and NFIP Business Disaster Analysis		
Current Verified Loss	**Total Assistance**	**Economic Unmet Need (with 30% Resiliency)**
$176,109,186.20	$62,390,296,93	$147,834,556.05

Public Services

Disasters do not only damage physical assets – they also create immense needs for public services and put strain on the social support systems of a community. In Pasco County, the 2023-2024 storms led to surging demand for a range of public and social services, including emergency response, healthcare, social assistance, and disaster case management. This section examines unmet needs in the public services realm, including needs specific to municipalities or populations, such as residents with limited English proficiency, seniors, homeless or housing insecure individuals, and low-income households. In the context of CDBG-DR, Public Services also refers to eligible activities like health and mental health services, housing counseling, legal aid, job training, and other services that help residents recover.

Emergency Response and Public Safety Services

The immediate response to the hurricanes showcased both the strength and the strain of Pasco's public safety agencies. Firefighters, law enforcement, EMS, and other first responders worked around the clock during and after the storms, performing rescues, securing neighborhoods, and providing aid. Pasco County Fire Rescue and the Sheriff's Office conducted more than 400 high-water rescues combined during Helene and Milton.58 They did so in coordination with National Guard teams. While heroic, this effort taxed personnel and resources. In the aftermath, responders were also dealing with their own impacted homes (many first responders are residents who suffered losses). Unmet needs remain in this realm months after the storms

[58] Paul, Gabriella. (2024, September 27). *Pasco emergency officials "prepare for body recovery" in wake of Helene's storm surge*. WUSF.

Health and Medical Services

The hurricanes impacted healthcare facilities and created a surge in health needs. Wastewater overflows and floodwaters introduced public health risks. Unmet needs include continued public health monitoring and outreach in affected areas – as noted in public input townhall sessions, some wells may still be contaminated, mold in homes poses respiratory risks, and other health concerns still exist. Clinics serving low-income residents saw increased demand post-storm for respiratory care, mental health counseling, and medication refills – as many lost medications in the flooding. Mental health services are a particularly acute need: survivors have faced trauma from near-drownings, loss of homes and livelihoods, and even grief from disaster-related deaths in the community.[59] Pasco County has a pre-existing shortage of mental health providers, and the disasters exacerbated this. Local nonprofits and providers - like BayCare Behavioral Health - report long waitlists for counseling.

The temporary housing site "Pasco Hope" in Holiday plans to offer on-site mental health counseling for residents coping with trauma[60], illustrating recognition of this need. CDBG-DR funds can support expanded counseling and mental health programs for disaster survivors – for example, by funding additional counselors through community centers or school-based programs. Each municipality has residents in need: in Port Richey/New Port Richey, some individuals who were caught in life-threatening surge flooding are dealing with PTSD-like symptoms; in Zephyrhills and Dade City, families that lost everything in floodwaters require grief counseling and stress management; older adults in all areas may need specialized mental health outreach, as disasters can trigger depression or anxiety in seniors.

Healthcare infrastructure itself also requires support. Hospitals operated on generators and faced patient surges after the storms. Additionally, Pasco County Fire Rescue's EMS operations were taxed – ambulance response times were impacted in the aftermath due to high call volume and roadway conditions. An unmet need is funding for a temporary increase in EMS units or a reserve fleet to deploy during disasters.

Social Services and Case Management

Another critical aspect of long-term recovery is helping residents navigate the labyrinth of assistance programs and rebuild their lives. Many Pasco residents, especially the most vulnerable, need ongoing case management. For instance, low-income families who lost their homes and cars in the floods may need help applying for FEMA assistance, SBA loans, unemployment benefits, and then finding new housing and jobs. Pasco County has been working with non-profit partners to provide Disaster Case Management, but the demand exceeds available resources. Unmet need exists for a robust long-term recovery case management program – possibly funded through CDBG-DR public services – that can handle hundreds of cases and assist survivors – homeowners and residents, including seniors, disabled persons, veterans, homeless individuals, and those with severe housing cost burdens - through to a stable recovery. This would involve hiring case managers who can develop individual recovery plans for each household, coordinate construction volunteers for those who need home repairs, connect clients to other wrap-around resources, and ensure no one falls through the cracks throughout the long-term recovery process.

[59] Simonton, Teghan, et. al. (2025, April 9). *It's been 6 months since Hurricanes Helene and Milton. how is Tampa Bay doing?* Tampa Bay Times.
[60] Lebron, Sky. (2024, October 25). *Pasco County is opening a temporary housing community for residents displaced by recent hurricanes*. WUSF.

Language Access

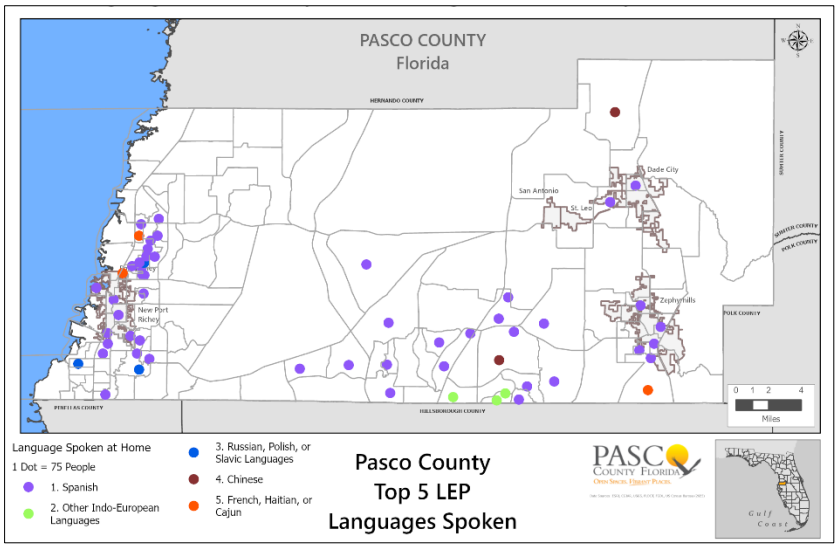

Figure 20: Languages Spoken by LEP Households

Pasco County is diverse, and a noteworthy portion of the population has limited English proficiency (LEP). The top non-English languages spoken at home in Pasco include Spanish (by far the largest) and smaller communities speaking languages like Haitian Creole, Russian/Polish, and others. Figure 20 maps the distribution of LEP households by primary language spoken. Spanish-speaking LEP populations are concentrated in New Port Richey/Port Richey on the west side and in Dade City and surrounding areas in the east. Additionally, a notable Haitian Creole-speaking group exists near Zephyrhills. These communities faced language barriers in understanding emergency orders, applying for aid, and accessing services. Moving forward, unmet needs may include establishing a more systematic language access program in disaster recovery.

Assistance for Vulnerable Populations

Several specific populations require tailored public services post-disaster:

Seniors and Persons with Disabilities

Pasco has a large retiree population, many living in the affected coastal communities or in 55+ mobile home parks. These storms revealed how vulnerable some seniors are – a 79-year-old woman in a neighboring county drowned alone at home during Helene's surge[61], underscoring the stakes. In Pasco, emergency officials conducted outreach to known special-needs individuals but, going forward, there's a need for improved registries and check-in systems. The county's nutrition program, Meals on Wheels, had to expand after the storms because more seniors became homebound due to physical injury or loss of transportation. Ensuring funding to continue expanded meal delivery, in-home care, and medical transport for impacted seniors is essential. Also, many disabled residents lost mobility equipment, such as wheelchairs and ramps, to flood damage. Nonprofits have provided some replacements, but a more comprehensive program to assist those with functional needs in recovery, like replacing medical equipment and providing accessible temporary housing, is needed. Municipal senior centers became information hubs after the storms for information; these centers need resources to enhance their outreach.

Homeless Individuals

Pasco had a homeless population pre-storm, and it likely grew after the storms as some people without resources lost their housing. Shelters like Metropolitan Ministries in Holiday saw greater demand for services. Public services funding can support emergency shelter expansion or rapid rehousing programs for those newly homeless due to

[61] Simonton, Teghan, et. al. (2025, April 9). *It's been 6 months since Hurricanes Helene and Milton. how is Tampa Bay doing?* Tampa Bay Times.

the disasters. The Pasco Hope temporary housing community also serves some previously homeless individuals and families who were living in tents that got washed away; connecting these individuals to longer-term housing and services - like mental health or substance abuse treatment, if needed - is an identified need.

Children and Youth

School disruptions - roughly two weeks of classes were missed across Pasco due to Helene and Milton - and storm impacts have affected children. Schools are a focal point for providing stability and support. Unmet needs include counseling in schools and academic support for students who fell behind due to displacement. Pasco Schools might establish an academic tutoring program or an after-school program in heavily impacted schools to help students catch up. Additionally, youth-serving organizations could use support to extend hours or offer special programs for storm-affected youth – such as programs providing meals, since some kids' families still struggle with food security after job/income loss, or funding needed repairs to maintain a decent, safe, and sanitary housing environment.

Legal Aid

In the wake of the storms, many residents have faced legal challenges – for instance, disputes with insurance companies, landlord-tenant issues, contractor fraud and other scams, and title and documentation problems (e.g., some homeowners lacked clear title and had trouble proving ownership to get FEMA aid). Legal services providers in the area, like Bay Area Legal Services, have been assisting low-income survivors with these issues, but they are stretched thin. An unmet need exists to expand free legal clinics or assistance specifically for disaster recovery issues. This can significantly expedite individual recoveries.

Community and Faith-Based Organizations

It is important to note the role of local organizations in providing public services post-disaster. Churches, charities, and community groups in Pasco have provided food, clothing, cleaning supplies, and emotional support. As one example, Volunteer Way - a food pantry in Pasco County - saw a spike in need and distributed thousands of extra meals. The Salvation Army Pasco division operated mobile feeding units in flooded neighborhoods in the immediate aftermath. While these groups have done tremendous work, they have lingering unmet needs – funding to replenish their resources and expand capacity for the long haul of recovery. CDBG-DR can indirectly support them by funding the services they deliver through subrecipient agreements or grants. Continuing and strengthening these public-private partnerships will ensure a more holistic recovery.

Summary: Public Services

In summary, the human services dimension of Pasco County's unmet needs is as crucial as bricks-and-mortar recovery. Addressing social needs – health, mental health, safety net services, and reducing impediments to access for assistance – will ensure that the most vulnerable residents recover alongside the rest of the community. Pasco County will dedicate a portion of its funding to public services, within the 15% cap for CDBG-DR public service activities, to fund programs such as disaster case management, legal aid, mental health counseling, and outreach to reduce impediments to access for vulnerable populations. These efforts will complement the infrastructure and housing investments by strengthening community resilience and well-being.

Summary and Conclusion

In the wake of Hurricanes Idalia, Helene, and Milton, Pasco County faces a long road to full recovery. This Unmet Needs Assessment has detailed the extensive damages and remaining needs across Housing, Infrastructure, Economic Revitalization, and Public Services – the core aspects of a holistic recovery. Pasco County's most fundamental needs lie in housing: thousands of homes require repair or reconstruction, and many families still lack permanent housing solutions. Infrastructure needs are likewise massive, from rebuilding roads and utilities to hardening systems against future storms. The local economy, especially small businesses, needs a jump-start after unprecedented interruption and loss. And the community's social fabric requires further assistance through robust public services, ensuring that individuals and families are not left behind as recovery progresses.

Table 16 evaluates the percentage of remaining unmet needs across the three core areas of recovery – Housing, Infrastructure, and Economic Revitalization:

Table 16: Estimated Needs for Core Areas of Recovery

Summary of Impacts/Support	Housing	Infrastructure	Economy	Total
Amount of Estimated Impact	$1,317,256,412.00	$258,366,415.18	$176,109,186.20	$1,751,732,013.38
(-) Amount of Funds Available	$471,302,402.56	$13,356,803.99	$62,390,296.93	$547,049,503.48
Unmet Needs *([Impact - Available Funds] + Resiliency and Increased Costs)*	**$1,099,740,212.27**	**$245,009,611.19**	**$147,834,556.05**	**$1,492,584,379.51**
Percent of Total Unmet Needs	**73.68%**	**16.42%**	**9.90%**	**100.00%**

As shown in Table 16, Pasco County's unmet needs significantly exceed the available CDBG-DR allocation of $585.7 million. The total unmet needs outlined (roughly $1.5 billion) are on the order of the allocation, indicating that Pasco will need to carefully prioritize funding and also leverage other sources (FEMA, state, private insurance, etc.) to address all recovery aspects. The Action Plan will prioritize life-safety and housing needs first, in line with HUD guidance that housing recovery is paramount, while also ensuring that infrastructure, economic recovery, and public service projects that underpin the community's functionality are addressed.

Table 17 provides a high-level summary of estimated unmet needs across these sectors in Pasco County, incorporating data available at the time of assessment. All figures are preliminary estimates and will be updated as the Program evolves.

Table 17: Summary of Unmet Needs by Sector - Pasco County (2023-2024 Disasters)

Eligible Cost Category	CDBG-DR Allocation Amount	% of CDBG-DR Allocation	Estimated % to CDBG-DR Mitigation Set-aside	Estimated % to HUD identified MID Areas	Estimated % to LMI
Housing	$305,000,000.00	52%	0%	100%	85%
Infrastructure	$130,022,800.00	22%	0%	100%	70%
Economic Revitalization	$25,000,000.00	4%	0%	100%	70%
Public Service	$10,000,000.00	2%	0%	100%	100%
CDBG-DR Mitigation Set-Aside	$76,396,000.00	13%	100%	100%	70%
Administration	$29,285,200.00	5%			

Eligible Cost Category	CDBG-DR Allocation Amount	% of CDBG-DR Allocation	Estimated % to CDBG-DR Mitigation Set-aside	Estimated % to HUD identified MID Areas	Estimated % to LMI
Planning	$10,000,000.00	2%	0%		
Total	**$585,704,000.00**	**100%**	**100%**	**100%**	**74%**
% of Total	100%	100%	13%	100%	

Recovery needs overlap with mitigation needs. HUD's allocation to Pasco also includes funds designated for the mitigation of future risks. Pasco County intends to integrate mitigation into every recovery project – rebuilding smarter and stronger. When repairing repeatedly flooding roads, the county will aim to elevate it or improve drainage. When reconstructing homes, elevation and wind-hardened construction will be included to the extent possible, in coordination with other State, HUD, and FEMA mitigation programs. We will discuss this further in the next section of this Action Plan.

Community engagement has been and will continue to be central to identifying and addressing unmet needs. Pasco County held public input workshops in April 2025 in Holiday, Hudson, and Dade City to hear directly from residents on recovery priorities. Common themes included the urgency of getting people back in their homes, frustration with insurance and the desire for advocacy, concerns about future floods, a desire for strengthened public services – including seniors, veterans, and homeless individuals, and the need to support local businesses so the economy can bounce back. These sentiments reinforce the findings of this assessment. The county's long-term recovery efforts will align with what our evaluation of data supports, and the community has voiced – focusing on housing and infrastructure while also considering economic revitalization needs and the human services side of recovery.

By addressing critical housing needs, particularly for homeowners and renters, investing in resilient infrastructure restoration, revitalizing the economy, including the small business sector, and bolstering public and social services, Pasco County can recover from the 2023-2024 hurricanes and build back stronger for our county's residents. The journey will span multiple years – some housing and infrastructure projects will take two to six years to complete – but with the strategic use of the CDBG-DR funds and coordinated efforts with state and federal partners, the County is determined to restore Pasco's communities. Our goal is not just to rebuild what was lost, but to reduce risk and ensure that all residents, from the coast of Port Richey to the farms of Dade City, emerge from this recovery safer, more secure, and resilient in the face of future storms and disaster-related events. Pasco County's "Better Future" initiative describes our forward-looking approach, turning a hard-learned lesson from Idalia, Helene, and Milton into an opportunity to create a safer, stronger, and more connected community in the years ahead.

Mitigation Needs Assessment

Introduction and Background

Pasco County faces many natural hazards that pose risks to its people, economy, and built environment. This Mitigation Needs Assessment provides a comprehensive, risk-based analysis of current and future hazards in Pasco County, forming the foundation for the County's 2025 CDBG-DR Action Plan. It draws on the County's

recently updated Local Mitigation Strategy (LMS)[62] and the Resilient Pasco Risk & Vulnerability Assessment (RVA) (2024)[63] to identify key hazards - including sea-level rise, hurricanes, tornadoes, storm surge, flooding, drought, wildfires, extreme heat, and sinkholes - and evaluate their impacts on local communities.

The assessment considers historical disaster data and future projections, recognizing that Pasco County was included in 12 federal disaster declarations (for hurricanes, tropical storms, severe storms, and even a pandemic)[64] between 2018 and 2023 alone. It also acknowledges the influence of changing weather in exacerbating specific hazards (e.g., rising seas, higher temperatures).

By understanding these risks, Pasco County can strategically invest its CDBG-DR mitigation funding to reduce vulnerabilities and build long-term resilience.

Overview of Hazard Risks in Pasco County

Pasco County's geography – spanning coastal lowlands on the Gulf of America to inland uplands in central Florida – means that different county areas face different hazard exposures. However, every jurisdiction within Pasco is vulnerable to one or more hazards (natural or man-made).

Table 18 summarizes the significant hazards in Pasco County, their relative risk levels, and recent examples of impacts. The Pasco LMS hazard analysis and the Resilient Pasco RVA data inform this risk overview.

Table 18: Summary of Pasco County Risks and Recent Impacts

Hazard	Risk Level	Key Impacts with Examples
Hurricanes & Tropical Storms (Wind)	**High** (frequent storms historically)	Widespread wind damage, power outages, and debris, e.g., Hurricane Irma (2017) caused countywide damage and long outages; mobile homes are especially vulnerable (all mobile home parks require evacuation for hurricanes).
Storm Surge (Coastal Flooding)	**High** (catastrophic in coastal areas)	Inundation of coastal neighborhoods and infrastructure. Hurricane Idalia (2023) pushed storm surge approximately 5 feet into Hudson and other coastal Pasco communities[65], flooding homes. Hurricane Helene (2024) brought an even higher surge (4+ feet above Idalia levels) in New Port Richey and surrounding areas.
Inland Flooding (Heavy Rain/Rivers)	**High** (moderate-to-high impacts in low-lying areas)	Frequent heavy thunderstorms and tropical systems cause flash flooding and ponding. Western Pasco has low-lying neighborhoods that flood in summer rain, and eastern Pasco has areas of closed-basin flooding (poor drainage). In 2015, record rainfall caused extensive neighborhood flooding and road closures. Multiple flood events occurred between 2014 and 2023.
Long-Term Sea Level Rise	**High** (gradually increasing tidal flooding)	Rising sea levels will amplify coastal flood risk over the coming decades. Nuisance "sunny day" tidal flooding will worsen - under intermediate projections, Pasco may see approximately 83 high tide flood days per year by 2070. Higher sea levels mean a 1% annual chance of flood (100-year) affecting more areas: by 2040, many US-19 corridor properties could be isolated in a major surge event.
Tornadoes & Severe Storms	**Moderate** (localized but notable damage)	Pasco experiences approximately 1 tornado per year on average – 21 tornadoes were recorded from 2003–2023. Most are EF0–EF1, but they can still cause property damage (e.g. a November 2018 outbreak spawned 3 tornadoes causing $600K+ in damage). Severe thunderstorms also bring down trees and hail (hail up to 1–1.75" has been reported, though generally causing minor damages).

[62] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy*.
[63] Resilient Pasco. (2024). Resilient Pasco Risk & Vulnerability Assessment
[64] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy*.
[65] Axelbank, E. (2023, August 31). Idalia aftermath: Pasco County residents clean up after major hurricane. FOX 13 Tampa Bay.

Hazard	Risk Level	Key Impacts with Examples
Drought	**Moderate** (periodic)	Periodic droughts impact agriculture, water supply, and wildfire risk. In prolonged drought, crop losses and water shortages occur – a two-year drought in the late 1990s caused an estimated $100 million in crop damage statewide and a 6% citrus yield reduction. Droughts also prompt water-use restrictions and contribute to wildfire fuel buildup.
Wildfire	**Moderate** (high in wildland-urban boundaries)	Dry seasons and lightning make Pasco susceptible to wildfires, especially in interface areas near large preserves. Wildfires have frequently occurred in Starkey Park and around the Suncoast Parkway/I-75 corridor, where forests meet development. The 1998 Florida wildfires[66] (drought-driven) burned thousands of acres statewide, including portions of Pasco. Homes adjacent to wooded areas (e.g. in Land O' Lakes, Trinity) face periodic brush fire threats.
Extreme Heat	**Moderate** (increasing with changing weather)	High summertime temperatures (90°F+ with high humidity) pose health risks, especially inland. Inland communities experience more extreme heat days than coastal ones – for example, inland Pasco sees heat advisories on significantly more days than the coast due to the lack of sea breeze. Heat waves can affect vulnerable populations (elderly, outdoor workers, those without AC) and contribute to drought and energy strain. Pasco's RVA projects more frequent and intense heat waves in the coming decades.
Sinkholes (Land Subsidence)	**Moderate** (ongoing background risk)	Pasco lies in Florida's "Sinkhole Alley" (along with Hernando and Hillsborough counties).[67] Its geology means sinkholes can occur with little warning, swallowing land and structures. Heavy rainfall and fluctuating groundwater (e.g., after drought or during floods) trigger sinkholes. Notably, after Hurricane Irma's heavy rains in 2017, over 400 sinkhole incidents were reported in Pasco County. Sinkholes cause serious property damage and require costly remediation; Pasco promotes public awareness and monitoring of sinkhole warning signs.

Coastal flooding (including storm surge) and hurricane winds represent some of the highest risks in Pasco County, given the County's location on Florida's Gulf Coast and history of tropical cyclones. Inland flooding from heavy rainfall is also a recurring problem. Other hazards like wildfire, drought, extreme heat, and sinkholes pose more localized or episodic threats but can still be devastating in certain circumstances. Each hazard is detailed in the sections below, emphasizing how it has impacted or may impact Pasco County communities.

[66] Frames.Gov Fire Research and Management Exchange System (2024, March 11) Through the flames: an assessment of Florida's wildfires of 1998

[67] Rahman, K. (2021, July 13). Florida Sinkhole Map: Where have incidents been reported in the state? Newsweek.

Detailed Hazard Assessment and Impacts

Hurricanes and Strong Wind Events

Hurricanes and tropical storms regularly threaten Pasco County during the Atlantic hurricane season. The County's hazard mitigation plan identifies tropical cyclones (hurricanes) as a high-probability, high-impact hazard.[68] Several factors drive Pasco's vulnerability:

Long Gulf coastline exposed to storm landfalls and onshore winds	Large coastal population	Significant proportion of elderly residents who may have greater difficulty evacuating or recovering.

Figure 21: Factors Driving Pasco County's Vulnerability

Historically, Pasco County has experienced direct and indirect impacts from numerous hurricanes. In 2017, Hurricane Irma swept through Florida, causing countywide wind damage, downed trees, and prolonged power outages in Pasco. More recently, in 2023, Hurricane Idalia passed just north of Pasco but still brought tropical-storm-force winds, heavy rains, and storm surge flooding along Pasco's coast.

In 2024, Hurricane Helene delivered tropical storm conditions in Pasco, highlighting that even near-miss or offshore storms can have significant impacts. Helene's large wind field pushed water into Pasco's coast, causing record flooding. These events underscore Pasco's exposure to both wind damage and the compounding effects of rain and surge from hurricanes.

Wind impacts from hurricanes include structural damage - especially to older buildings and manufactured homes, fallen power lines and extended outages, debris blockage of roads, and damage to crops and vegetation. Pasco's LMS notes that manufactured and mobile homes are highly vulnerable to high winds and heavy rain, regardless of location. Therefore, all mobile home residents are ordered to evacuate during hurricanes as a precaution.[69]

This is a significant concern in Pasco, as the county has many mobile home parks, especially popular with retirees and seniors. High winds can peel off roofs or destroy these structures, posing life-safety risks. Even site-built homes can sustain roof and wall damage if not built to modern wind-resistant codes. Critical facilities such as hospitals, shelters, and emergency operations centers in Pasco have backup generators and hardened structures. Still, schools and older public buildings may need retrofits for higher wind standards.

Tornadoes spawned by hurricanes are another wind hazard: Tropical cyclones frequently generate short-lived tornadoes. For example, several weak tornadoes were reported in Pasco during Hurricane Irma's passage. Hurricane events can combine multiple threats - extreme wind gusts, tornadoes, torrential rain, and surge - making them especially dangerous.

Hurricane wind events are a top-priority hazard for Pasco County. They have high likelihood (multiple storm threats occur each year) and potentially catastrophic impacts countywide. This risk profile drives many of the County's mitigation initiatives. Pasco County is "highly vulnerable to tropical cyclones" based on local climatology and past events. Going forward, climate trends suggest storms could become wetter and possibly more intense, reinforcing the need for continued hurricane mitigation.

[68] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*
[69] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*

Storm Surge and Coastal Flooding

Storm surge flooding is the most severe hazard for Pasco's coastal communities. Storm surge is the abnormal rise of seawater generated by a storm's winds, and on Florida's shallow Gulf Coast, surge can inundate miles of inland area in low-lying zones. Historically, coastal Pasco County (from Hudson to Holiday, including the cities of New Port Richey and Port Richey) has been impacted by storm surge flooding associated with tropical storms and hurricanes[70]. The LMS notes that storm surge, coastal flooding, and high winds have repeatedly affected New Port Richey and Port Richey and adjacent unincorporated areas along the Gulf. These areas lie only a few feet above sea level and contain dense neighborhoods, many of them older or low-to-moderate income, making surge a particularly dangerous threat.



Figure 22: Coastal Flooding caused by Hurricane Idalia

Recent events underscore Pasco's surge vulnerability. When Hurricane Idalia (August 2023) struck north Florida, it drove 4–6 feet of storm surge into parts of Pasco County[71]. Coastal homes in neighborhoods like Hudson, Aripeka, and New Port Richey were flooded (four to five feet of water), and an estimated 6,000 structures in Pasco sustained flood damage from Idalia's surge. Residents described water up to their thighs inside their houses. The surge arrived quickly and receded faster than anticipated, but it still caused major property damage.

One year later, in September 2024, Hurricane Helene produced an even more devastating coastal flood in Pasco. Helene's storm surge overtopped Idalia's high-water marks by several feet in some locations, catching many residents off guard. Hundreds of homes across Pasco were taken over by the Gulf of America during Helene, with water depths more than four feet higher than Idalia in certain spots.[72] Homes that had just been repaired from Idalia were inundated again; residents reported four-foot waterlines on their walls and homes knocked off foundations. These back-to-back events highlight the extreme surge risk faced by Pasco's coast.

The impacts of storm surge are catastrophic: deep saltwater flooding can destroy homes, businesses, vehicles, utilities, and roads. In Pasco's coastal neighborhoods, surge floods cause extensive mold and structural damage, render homes uninhabitable, contaminate and make inoperable drinking water wells and septic systems, and deposit debris and hazardous materials. Infrastructure also suffers – roads like US-19 and local streets can be submerged or washed out, and evacuation routes become impassable at the height of surge flooding. Pasco County's emergency management must plan evacuations well in advance of storms because once surge arrives, rescue access is severely limited.

Pasco's RVA analysis quantified transportation vulnerabilities to coastal flooding. Under current conditions, a 1% annual chance (or 100-year) coastal flood would flood about 406 lane-miles of roads in Pasco, nearly half of which are designated evacuation routes. At least 4.5% of Pasco's evacuation routes and 6.2% of major roads are

[70] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*
[71] Paul, G. (2024, September 25). "The water was up to our thighs": Idalia's storm surge stuns Pasco residents. WUSF
[72] Moon, E. (2024, September 28). Hurricane Helene floods thousands of Pasco homes: "Makes Idalia look like an inconvenience." FOX 13 Tampa Bay.

exposed to surge flooding in a 100-year event today. Many of these are in low-lying coastal zones near the Gulf. This means

evacuation and emergency response are major challenges – portions of roads like US-19, Old Dixie Highway, Hudson Avenue, Strauber Memorial Highway, Green Key Road, or Bay Boulevard could be underwater.

The RVA further found that many properties in census blocks along the US-19 corridor could become completely isolated (surrounded by water) during a major surge, especially as sea levels rise. In a 100-year surge event with a modest 2040 sea level rise scenario, about 4.2% of parcel-level assets in Pasco could be isolated from emergency services – essentially cut off by floodwaters. By 2070, with higher sea level rise (SLR), around 5% of assets could be isolated.[73] This analysis emphasizes that beyond direct flood damage, surge threatens life safety by stranding people and hindering emergency response.

Geographically, the most surge-prone areas are west of U.S. Highway 19 – the low-lying coastal strip including communities such as Hudson, Gulf Harbors, Holiday, Port Richey, and New Port Richey. Pasco County uses Evacuation Zones A, B, C, etc. (based on storm surge modeling) to plan evacuations; these zones were determined using storm surge probabilities and expected inundation extents. Zone A (highest risk) includes the immediate coast and river mouths – these areas must be evacuated even for relatively lower-category storms. Further inland, elevation rises, so central and eastern Pasco are outside of storm surge zones (their flooding issues stem from rain and drainage or river conditions, not Gulf surge).

Mitigation for storm surge is difficult – structural elevation or relocation is often the only way to protect buildings, and maintaining open space in surge zones (as buffers and natural barriers) is ideal. The Pasco LMS serves as the County's Floodplain Management Plan and credits such policies under FEMA's Community Rating System to reduce flood insurance costs.[74] Despite these efforts, surge remains a critical unmet mitigation need due to the sheer scale of potential damage. CDBG-DR mitigation funds may be directed at projects like home buyouts or elevations in the worst flood areas, hardening of critical facilities (e.g., elevating generators or other control/electrical systems, flood-proofing sewage lift stations or treatment works) in coastal zones, and improvement of evacuation route resilience (perhaps elevating or flood-proofing key road segments). Larger scale and scope projects along the coast warrant mitigation such as the more significant wastewater treatment facilities – such as the City of New Port Richey Water Reclamation Facility.

Inland Flooding (Heavy Rainfall and Riverine Flooding)

Beyond coastal surge, Pasco County experiences frequent inland flooding from heavy rainfall and overflowing rivers/creeks. Pasco's weather brings intense summer thunderstorms and occasionally stalled tropical systems that can drop a foot of rain or more. Low-lying neighborhoods with poor drainage and areas near rivers are particularly at risk. Unlike surge, which is coastal, inland flooding can occur anywhere in the county given sufficient rainfall, often overwhelming local drainage or stormwater infrastructure.

Notable flood events in Pasco include the June–August 2012 flooding (Tropical Storm Debby) and the July 2015 floods. In mid-2015, summer downpours caused widespread flooding in west Pasco – rivers like the Anclote overflowed, and communities from New Port Richey to Elfers and Trinity saw neighborhoods completely under water. According to Pasco's records, numerous flooding incidents between 2014 and 2023 impacted the County. The Western Pasco coastal plain tends to have a high-water table and slow drainage, so even four to six inches of rain can inundate streets. The highest rainfall totals in some events have exceeded nine inches in inland Pasco –

[73] Resilient Pasco. (2024). Resilient Pasco Risk & Vulnerability Assessment

[74] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*

such as the Richland area, and approximately seven inches in coastal Pasco (e.g., Port Richey), in single storms – more than enough to flood yards and roads.

Apart from riverine flooding along the Anclote River, Pithlachascotee River, and Withlacoochee River, Pasco also has "closed-basin" inland flooding areas. Closed-basin areas are typically depressions or sinkhole-prone zones where water collects with no easy outlet to the ocean or a river. Central Pasco's landscape of lakes and sinkholes (around Land O' Lakes, Odessa, Wesley Chapel) include such basins. During heavy rains, these areas can experience rising lake levels that flood homes and remain for weeks because the water only recedes via percolation or evaporation. The Pasco LMS notes that while inland (closed-basin) flooding might not create large flowing floods, it can still render areas uninhabitable for long durations. Conversely, riverine flooding – such as along the Withlacoochee on the east County border- tends to have a slower onset but can cover large agricultural and low-lying land areas. Significant river flooding has been experienced in all parts of the County.[75]

Impacts of inland flooding in Pasco include water entering homes and businesses (requiring gutting of walls and repairs), damage to roads, bridges, and culverts, erosion of stream banks, and contamination and inoperability of wells and septic systems. Flooded roads trap residents in their neighborhoods and impedes emergency and other services until the waters recede. Pasco County reported numerous road closures and evacuations during the 2015 floods, with some families needing boat evacuation from subdivisions. Floodwater can linger in flat neighborhoods; even when only a few homes are flooded, high water can isolate many more. Repetitive flooding has been documented in certain communities – some neighborhoods in New Port Richey and unincorporated west Pasco have flooded multiple times in the past decade – especially following Hurricanes Helene and Milton in 2024.[76]

To mitigate inland flooding, Pasco County invests in stormwater management projects - like enlarging drainage canals, adding retention ponds, and maintaining pump stations. Yet funding limitations have left drainage improvement needs in several older communities where development occurred before modern standards. Floodplain regulation and preserving wetlands are also critical strategies, the county's comprehensive plan[77] steers new growth away from flood prone areas.

Still, as heavy rainfall events become more intense with changing weather, inland flood risk is expected to increase. The Resilient Pasco RVA analyzed compound flooding scenarios – such as simultaneous surge and heavy rain and found that more properties and infrastructure will be at risk under future conditions[78]. This underscores an ongoing need for flood mitigation – such as upgrading undersized culverts, improving stormwater storage, and perhaps pursuing property buyouts in chronically flooded spots. These priorities will inform how CDBG-DR mitigation funds are allocated to address flooding.

Sea Level Rise

Sea level rise (SLR) is a gradual hazard that will exacerbate coastal flooding and erosion in Pasco County over the long term. While not a hazard that causes damage on its own in a short timeframe, rising sea levels magnify the risks of storm surge, high tide flooding, and even raise groundwater levels inland. Pasco County's Gulf Coast has observed rising tides consistent with global trends. According to NOAA gauges in the Tampa Bay region, sea level has been rising on the order of one inch per decade historically, but this rate is accelerating.

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[75] Paul, G. (2024, October 11). Pasco County officials call rising rivers a '200-year flood event'. WUSF.
[76] Merlis, C. (2024, October 13). *Watch: USPS Trucks underwater in New Port Richey after Hurricane Milton*. FOX 13 Tampa Bay.
[77] Pasco 2050 Comprehensive Plan
[78] Resilient Pasco. (2024). Resilient Pasco Risk & Vulnerability Assessment

The Resilient Pasco Risk & Vulnerability Assessment (2024) evaluated future flood risks for planning horizons 2040, 2070, and even 2100, under various sea level rise scenarios. The County followed Florida's Section 380.093 FS guidelines which recommend using the NOAA intermediate-low and intermediate-high SLR projections. The statute was subsequently modified requiring the planning horizons of 2050 and 2080, the NOAA 2022 Intermediate Low and Intermediate SLR projections, but Pasco's RVA remains in compliance with the projections and horizons utilized. Some key findings from that analysis include:

- **Tidal (or "sunny day") flooding will dramatically increase**. What is now an occasional nuisance flood during king tides will become far more frequent. For instance, under an intermediate SLR scenario, Pasco might experience on the order of 80+ tidal flooding days per year by 2070, and possibly daily high-tide flooding (240 days/year) by 2100 under higher scenarios. Essentially, many coastal streets and yards that today flood one or two times per year could be underwater much more frequently in the future, weekly in some locations. Already, low-lying spots in Pasco (like near Miller's Bayou in Port Richey) see minor saltwater street flooding during the highest tides; SLR will expand the frequency, footprint, and duration of these events.
- **Storm surge impacts will worsen with SLR.** A given hurricane will produce deeper and more extensive flooding in the future because the baseline sea level is higher. Areas that might not flood today in a Category 1 storm could flood in the same storm under, say, 1–2 feet of sea level rise. The Pasco RVA found that by 2040, even with a relatively modest SLR, a 1% annual chance surge could isolate 4.2% of assets, as mentioned earlier. By 2070, under a higher scenario, roughly 5% of parcels would be within areas that become islands or peninsulas in a major flood. Regarding critical infrastructure, by the 2070 high scenario, about 8% of wastewater lift stations in Pasco could be exposed to tidal flooding (versus <1% today), indicating rising seas could threaten utilities that are currently safe. On a positive note, the RVA found relatively few emergency facilities would flood even with SLR (only approximately 1% by 2070 scenario), likely because many critical facilities are built on higher ground – but neighborhood-scale impacts will still be significant.
- **Coastal erosion and habitat loss are indirect effects of SLR.** As the Gulf encroaches, shoreline erosion may accelerate along Pasco's coast - which is a mix of estuarine wetlands, beaches, and seawalls. Protective natural barriers like salt marshes and barrier islands could degrade or shift, removing natural storm protection. Additionally, rising saltwater can penetrate upstream into the Anclote and Pithlachascotee Rivers, affecting freshwater ecosystems and potentially rising groundwater levels, which can increase inland flooding and even exacerbate sinkhole activity as groundwater dynamics change.

Sea level rise is a serious future hazard multiplier for Pasco County. While the direct effects are gradual, the County is looking ahead now. Adaptation and mitigation measures – such as protecting and restoring coastal wetlands (living shorelines), elevating structures/infrastructure, updating flood maps and building codes to account for future conditions, and planning for potential relocation of at-risk assets – are being considered. CDBG-DR mitigation funds can support some SLR resilience projects, for example, funding a tidal flooding relief project or helping acquire conservation lands in coastal floodplain to buffer communities. Pasco's membership in the Tampa Bay Regional Resiliency Coalition and our own Resilience Plan effort (Phase 4 of Resilient Pasco) will guide policy responses to SLR in concert with this Action Plan.

Tornadoes and Severe Thunderstorms

Pasco County is also at risk from tornadoes, which can occur during hurricanes or as independently severe weather events - especially in spring and summer thunderstorms. Florida's peninsula experiences a moderate number of tornadoes annually, typically weaker (EF0–EF1) tornadoes, but occasionally stronger ones. Pasco's

LMS documents that the County experienced 21 tornadoes from 2003 through 2023.[79] These include tornadoes spawned by landfalling hurricanes in 2004 and 2005 and those from frontal systems. For example, in November 2018, a severe squall line off the Gulf produced *at least three tornadoes* in Pasco County, causing over $600,000 in damage across different locations. This demonstrates that multi-tornado outbreaks, while not common, happen and can impact several communities in one event.

Most tornadoes in Pasco have been on the lower end of the Enhanced Fujita scale. Many cause limited damage (including roof shingles torn, carports crumpled, and trees uprooted). However, even an EF1 tornado with winds of approximately 100 mph can destroy mobile homes or weak structures. Tornado risk is countywide – there is no specific "tornado alley" in Pasco, as tornadoes can form wherever thunderstorms form. Some studies note that coastal counties can get waterspouts coming ashore as tornadoes. With its warm Gulf waters, Pasco's coastline does see waterspouts; if one moves onshore, it is counted as a tornado (often brief but potentially damaging in a small area).

In addition to tornadoes, severe thunderstorms bring hazards like lightning, hail, and downburst winds. Florida leads the nation in lightning strikes, and Pasco has had tragic lightning incidents. Lightning can cause wildfires, strike individuals outdoors, and damage electronic equipment. Hail up to golf-ball size (about 1.75 inches in diameter) has been reported in Pasco, occasionally causing property or crop damage. Hail damage in Wesley Chapel in March 2003 reached $50,000[80]. Straight-line winds from severe storms can down trees and power lines, similar to a weak tornado. A severe thunderstorm in spring can gust 60–70 mph, enough to peel off roofs or knock out power in pockets.

The impacts of tornadoes and severe storms tend to be localized but can be severe for those affected. One neighborhood can be torn apart while another a mile away is untouched. In Pasco, a notable tornado event occurred in 1992 when an F3 tornado (on the old Fujita scale) struck East Pasco - it caused significant destruction to homes and, unfortunately, some fatalities. More commonly, downbursts have hit areas like Trinity and Zephyrhills, causing costly damage to a few structures.

Mitigating tornado and storm damage is challenging as well – the primary approach is building codes requiring wind-resistant construction, which also helps in the event of tornadoes, and public warning systems so people can seek shelter. Pasco's outdoor warning sirens and NOAA weather radio alerts are part of preparedness. Also, ensuring that critical facilities, such as schools that serve as storm shelters, can withstand tornado winds is essential. While we cannot prevent tornadoes, the hazard is accounted for in the County's risk planning. It reinforces the need to harden structures, especially given Pasco's vulnerable housing stock – like older homes and mobile homes. The LMS risk assessment likely rates tornado probability as moderate and vulnerability as moderate due to the scattered nature of development. Though not the highest priority hazard, they remain a concern that can cause loss of life and property if not addressed.

Drought

Drought in Pasco County is typically a medium-term hazard characterized by below-normal rainfall over an extended period, leading to dry conditions. Florida's climate includes wet summers and drier winters; however, multi-month or multi-year droughts do occur, often influenced by climate patterns like La Niña. In Pasco, drought does not usually cause direct property damage like a storm would, but it has significant secondary impacts:

[79] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*
[80] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*

- **Wildfire Risk Increases:** Dry vegetation becomes fuel for wildfires (drought conditions set the stage for the intense 1998 wildfires in Florida, for example). Pasco County often implements burn bans during droughts due to heightened fire danger.[81]
- **Water Supply Stress:** Pasco is part of the Tampa Bay Water regional water supply system. During drought, aquifer levels drop, spring flows diminish, and the County may face water use restrictions. As noted, in severe droughts, regional authorities impose one-day-per-week lawn watering[82], and residents might be asked to conserve water. Pasco's agriculture (though not as large as some counties) can suffer from a lack of irrigation water or rainfall.
- **Environmental and Economic Impacts**: Crops and livestock can be affected (Pasco has nurseries, citrus groves, and pastureland). A drought in 2007 reduced central Florida's citrus output; similarly, during a late 2000s drought, Florida's citrus crop was 6% below normal and caused $100 million in losses[83] – which likely reflected impacts in Pasco's groves. Drought also can lead to soil subsidence and sinkholes: underground support for limestone and overlying soils can weaken as groundwater levels drop, sometimes triggering sinkhole collapses. There is additional sinkhole formation susceptibility when subsequent rains saturate surface soils following extended drought. This also highlights how drought and sinkholes are indirectly connected hazards.

Pasco County has experienced notable drought periods, such as 2006–2008 and 2016–2017. According to the U.S. Drought Monitor, Pasco sometimes reaches "Severe Drought (D2)" levels, meaning likely crop losses and water shortages.[84] In 2017, much of Pasco was in extreme fire danger due to drought, prompting emergency brush firefighting and public warnings. Another effect of drought is on wetlands and lakes - water bodies shrink, affecting wildlife and potentially recreation and tourism, including low river levels for kayaking.

While drought impacts on the built environment are less dramatic, mitigation efforts include water conservation programs, developing alternative water supplies, like reclaimed water for irrigation to reduce groundwater withdrawals, and public education. Pasco County's Extension Service and Utilities Department work on drought preparedness by encouraging drought-tolerant landscaping and efficient irrigation (Pasco County enforces watering schedules). Additionally, emergency managers coordinate with agriculture agencies and the Florida Forest Service on wildfire readiness when droughts occur.

In the context of this Action Plan, drought ties into mitigation needs through its connections to wildfire and water infrastructure. Ensuring the County has resilient water infrastructure – such as sufficient storage and interconnections to move water during drought- and reducing wildfire fuel through mitigation, like prescribed burns when conditions are safe, are both ways to address drought risk. Changing weather projections suggest that longer dry spells could occur, so planning for drought resiliency – including drought-resistant landscaping codes and backup water supplies- is part of Pasco County's holistic mitigation strategy.

Wildfire Risk

Pasco County contains extensive natural and semi-rural lands prone to wildfires, especially in dry seasons. The County's rapid development has led to many wildland-urban interface (WUI) areas – neighborhoods or

[81] NatureCoaster, F. O. (2024, December 26). Pasco County wildfire and smoke conditions update - NatureCoaster.com.
[82] Pinos, G. (2024, February 27). Lawn-watering restrictions are extended across Tampa Bay amid a water shortage. *WUSF*.
[83] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*
[84] The Advertiser: Pasco County Drought Monitor. Updated April 3, 2025.

subdivisions adjacent to forests, prairies, or other wildlands. For example, the communities bordering Starkey Wilderness Park or the Cypress Creek Preserve). In these interfaces, periodic fires in the natural lands can threaten homes and businesses.

Historically, wildfire has been a notable hazard in Pasco, though less frequent than in some inland Florida counties. The LMS notes that wildfires have most frequently occurred near large wildland areas such as Starkey Park, around the Suncoast Parkway and I-75 corridor, and other WUI communities like those near Cypress Creek and Land O' Lakes.[85] These areas have a combination of forests and increasing residential development. Lightning strikes and human causes, either accidental or arson, are common ignition sources. During the severe statewide drought of spring 1998, Pasco saw multiple fires; that year's most devastating Florida wildfire burned about 173,000 acres (though that fire complex was primarily north of Pasco County). This highlights the potential scale of impact to the County during extreme conditions.

In recent years, Pasco has had wildfire incidents requiring evacuations on a smaller scale. For example, brush fires during a drought in the Trinity/New Port Richey area in 2017 came close to homes, and a large fire in Starkey Park in 2020 burned several hundred acres, blanketing surrounding neighborhoods in smoke and prompting temporary road closures. Smoke from wildfires is itself a hazard, reducing air quality and visibility. Pasco, like many Florida counties, issues air quality alerts when nearby wildfires produce significant smoke, as happened when a 4,000-acre prescribed burn in East Pasco caused days of haze in 2021.[86]

The impact of wildfires includes destruction of structures - if fires encroach on developed areas, loss of timber or agricultural resources, and ecological damage. Fortunately, Pasco has not seen a recent wildfire that destroyed many homes. Still, it remains a risk – especially with many houses built along wooded greenbelts that could serve as fire corridors if not managed. Wildfires can also damage power lines, and in remote areas, fire can degrade road surfaces or wooden bridges. Economic costs include firefighting expenses and potential hits to property values in fire-prone areas.

Pasco County's mitigation efforts for wildfire involve a combination of prevention, fuel management, and public awareness. The LMS doubles as the County's Community Wildfire Protection Plan, developed in partnership with the Florida Forest Service. This means Pasco identifies areas of wildfire concern and strategies like creating defensible space around structures, promoting fire-resistant landscaping, and conducting controlled burns to reduce excessive vegetation fuel. Starkey Park and Cypress Creek Preserve have active prescribed burn programs to lower wildfire intensity risk. Pasco Fire Rescue also engages in community outreach in WUI neighborhoods about clearing brush and having evacuation plans.

For mitigation funding, FEMA Hazard Mitigation grants have sometimes been used in Florida for projects like creating fire breaks or hardening water systems for firefighting. However, these sources are limited and often prioritize flood or wind projects. So, part of Pasco's mitigation needs includes ensuring that wildfire risk is not overlooked. CDBG-DR mitigation funds could be used to fill gaps by supporting activities like vegetation management in high-risk interface areas or improving rural water supply for firefighting, such as installing dry hydrants in remote communities. Given that wildfire risk might grow with projected hotter, drier periods, maintaining a focus on wildfire mitigation is vital for Pasco's overall resilience.

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[85] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*

[86] ALERT: Southwest Florida water management is conducting a 4000 acre prescribed fire causing dense smoke in the eastern and central areas of Pasco County

Extreme Heat

In recent years, extreme heat has emerged as a growing hazard in Pasco County, as in much of Florida. While Florida is known for heat and humidity, historically, the concern in emergency management was more about hurricanes and floods. However, heat-related health risks are increasing with rising temperatures and more frequent heat waves. Extreme heat is defined by periods of very high temperatures - often combined with high humidity - that can cause heat stress or heat stroke in people, especially vulnerable groups.

Pasco's climate already features hot summers – average high temperatures in July/August are around 90°F, with high humidity pushing heat index values well above 100°F on many days. Heat advisories - issued by the National Weather Service when the heat index is forecast to exceed 108°F for a certain period, have become more common. It's noted in the Resilient Pasco project that inland Pasco experiences more frequent high-heat conditions than on the immediate coast.[87] For example, areas like Dade City and Zephyrhills, further from the Gulf breeze, often record higher afternoon temperatures and more days meeting heat advisory criteria than New Port Richey or Hudson on the coast. The difference can be several degrees, meaning inland residents endure more intense heat.

The impacts of extreme heat are primarily on human health and quality of life. The most vulnerable populations are the elderly, young children, outdoor laborers, and those with pre-existing health conditions. Pasco County has a large senior population, some of whom may not have adequate air conditioning or might live alone with limited social support. During heat waves, these individuals are at risk of dehydration, heat exhaustion, or heat stroke. The County's human services and health departments carefully monitor and provide cooling centers or outreach during extreme heat events. Another impact is on infrastructure and utilities: High heat increases electricity demand due to air conditioning, which can strain the power grid and lead to higher utility costs for residents. Road materials and rails can also buckle under prolonged extreme heat – though this is more an issue in climates with greater temperature swings.

The Resilient Pasco RVA included extreme heat as a focal hazard. Key findings include projections such as a significant rise in days above 95°F or nights above 75°F by mid-century. While exact figures were not cited here, generally, our region could see double or triple the number of very hot days by the 2040s-2050s. This trend will increase heat stress unless mitigated by expanding tree canopy for shade, cooling infrastructure, and ensuring all residents have access to cooled spaces.

Mitigation for extreme heat is somewhat different from other hazards – it overlaps with public health and adaptive measures. Strategies include creating more cooling centers (air-conditioned public spaces) for heat emergencies, urban greening - like planting trees, cool roofs, and heat-reflective pavements to reduce the urban heat island effect, and programs to assist low-income households with home weatherization and efficient AC systems. Pasco County's long-term resilience planning considers heat in its Resilience and Sustainability Plan. Additionally, coordination with regional partners - since heat waves typically affect the whole Tampa Bay region- is essential for early warning and response.

In the context of CDBG-DR mitigation funding, extreme heat adaptation projects could be eligible if tied to recovery from a disaster (for example, integrating resilience when rebuilding housing by adding better insulation or shade, or including multiuse space in resilience hub facilities). While heat may not be the direct cause of a disaster

[87] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*

declaration, it is a hazard that compounds other risks (drought, health crises) and is, therefore, part of the County's comprehensive mitigation approach.

Sinkholes (Land Subsidence)

Pasco County is in the heart of Florida's "Sinkhole Alley," and sinkhole formation is an ever-present hazard for the county. Sinkholes are a form of land subsidence that occurs when acidic groundwater dissolves underlying limestone bedrock, creating voids that can collapse, taking soil and structures down with them. Pasco's geology – founded on carbonate rock and with sandy soils – is highly favorable for sinkhole activity. They can be triggered by heavy rain events, drought followed by rain, or even man-made activities like well drilling or heavy groundwater drawdown.

Pasco sees numerous small sinkholes annually; many go unreported unless they cause damage. They range from minor depressions in yards to large collapses that can swallow sections of homes. A dramatic example occurred in 2017: after Hurricane Irma's soaking rains, over 400 sinkhole reports were filed in Pasco County[88], indicating how widespread the phenomenon became following the storm. In one high-profile incident (July 2017, Land O' Lakes), a massive sinkhole destroyed two homes and forced the evacuation of several others, drawing national attention. That sinkhole was over 200 feet wide and 50 feet deep. Other incidents have affected roads – like a sinkhole on Curley Road in San Antonio that opened after heavy rains, necessitating road closure and repairs (Figure 23).[89]



Figure 23: Curley Road damage after Hurricane Milton

The impacts of sinkholes can be severe on a site-specific level, causing the collapse of one's property, foundation cracking, and destabilization of roads or utilities. They pose safety risks, though fortunately, injuries are rare as the collapses usually happen slowly enough that people can evacuate. Infrastructure like pipelines or sewer lines can break when the ground shifts. Even if a sinkhole doesn't entirely collapse, sinkhole *activity* (subsurface voids causing building settlement) can render structures condemned and uninsurable. Pasco has one of the highest rates of sinkhole insurance claims in Florida, reflecting the frequency of the issue.

Mitigating sinkholes is tricky – it's mainly about avoidance and preparedness. Through its comprehensive plan and land development code, Pasco County has standards for geotechnical evaluation in high-risk areas, including that developers may need to do soil borings to check for cavities before projects can begin. Public education is also vital: the County shares information on how to spot warning signs of sinkholes - such as cracks in walls, stuck doors, and ground depressions.[90] When a sinkhole does occur, the response often involves filling it with gravel and/or concrete grout to stabilize it, which can be very costly to private owners.

While we cannot necessarily prevent natural sinkholes, managing water resources helps - abrupt aquifer drawdowns are avoided, and stormwater is managed to not pond excessively in one spot. Pasco's participation in

[88] Curts, D. P. a. M. S. (2021, July 26). Damaging sinkholes. *ArcGIS StoryMaps*.
[89] ROAD DESTROYED: Curley Road in Pasco County was left in pieces after Hurricane Milton tore through Florida
[90] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*

regional water supply means local wells are managed to reduce sinkhole triggers. One example is Tampa Bay Water, which has rules to mitigate sudden over-pumping that, in the past, caused sinkholes.

Regarding funding needs, FEMA will often not directly pay for sinkhole damages (unless triggered by a disaster event's conditions), and private insurance in Florida covers sinkhole damage only if it meets certain criteria. This leaves some homeowners with an unmet need when a sinkhole strikes unexpectedly. Pasco County may consider using some mitigation funds to acquire and demolish properties repeatedly affected by sinkholes, treating them like a buyout in a floodplain, if the area is clearly hazard-prone. Infrastructure mapping is useful – identifying areas where a sinkhole could break a crucial utility line and adding redundancies.

The Pasco LMS includes sinkhole hazards in its vulnerability analysis. While it's impossible to map every potential sinkhole, it acknowledges that virtually every part of Pasco is susceptible. According to our LMS, "sinkholes have occurred in almost every county in Florida," and Pasco is among the most prone. As development continues, continued attention to geotechnical safety is a mitigation priority.

Other Hazards (Technological and Human-Caused)

While this assessment focuses on natural hazards, it should be noted that Pasco County also plans for certain technological or human-caused hazards in its LMS – such as hazardous materials incidents, industrial accidents, and extreme cold weather. For instance, the presence of major highways (I-75, Suncoast Parkway, US-41) and a railroad means hazardous material spills are a consideration; the LMS indicates higher vulnerability to industrial chemical incidents in areas like Dade City, New Port Richey, Port Richey, and along transport corridors.[91] Additionally, while rare, freezes have historically impacted Pasco's agriculture. Citrus freezes in the 1980s devastated crops. Extreme cold events – specifically, hard freezes - are infrequent but can harm vulnerable residents without heating. These hazards are generally addressed through separate safety regulations and emergency response plans.

Natural hazards remain the primary focus of this assessment. However, Pasco's LMS's multi-hazard approach ensures that strategies are in place for a broad range of potential emergencies.

Geographic and Community-Specific Vulnerabilities

Each area of Pasco County – its six municipalities and diverse unincorporated communities – experiences the above hazards uniquely. Local geography and development patterns influence how severely a given hazard will impact a community. Below, we highlight how each city and key unincorporated area in Pasco is affected by major risks:

- **City of New Port Richey (NPR):** A coastal city on the Pithlachascotee River, New Port Richey is highly vulnerable to flooding and storm surge. Its historic downtown and residential areas along the river and bayous have seen repeated floods. NPR was impacted by Hurricane Idalia's surge flooding in 2023 and even more by Hurricane Helene in 2024 – where many neighborhoods were inundated[92]. Wind damage from hurricanes is also a concern, and some older homes may not be built to current wind codes. New Port Richey's population (about 17,270 residents) includes many low-to-moderate-income residents, so disaster impacts hit the community hard. Mitigation needs here center on flood control projects, property elevations, and stormwater

[91] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*
[92] Moon, E. (2024, September 28). Hurricane Helene floods thousands of Pasco homes: "Makes Idalia look like an inconvenience." FOX 13 Tampa Bay.

system upgrades, as well as fortifying critical facilities like the Water Reclamation (wastewater) Facility, local hospital, which lies just outside the floodplain.

- **City of Port Richey:** Adjacent to New Port Richey on the coast, Port Richey is even smaller (about 3,250 residents) but similarly exposed to coastal hazards. It borders Miller's Bayou and the Gulf, making storm surge a primary threat – much of the city is in Evacuation Zone A. Historical surge and oil spill events have impacted Port Richey's waterfront[93]. The city has a mix of older homes and new builds; ensuring new development meets elevation requirements is key. Aside from surges and tropical storm winds, Port Richey also faces frequent "sunny day" high tide flooding in low areas, which will worsen with the rise of sea levels. Mitigation for Port Richey includes improving drainage, replacing its flood-prone Fire Station, reinforcing seawalls, and potentially creating living shorelines to buffer surge. The city coordinates closely with Pasco County on LMS projects due to its limited staff and budget.

- **Dade City:** Dade City (population of about 9,380 residents) is in northeast Pasco, on higher elevation with hilly terrain, roughly 100 feet above sea level in some spots. It is less exposed to flooding – in fact, Dade City often serves as an inland shelter hub during hurricanes for evacuees from coastal areas. However, the city has some creeks that can flood low-lying spots during heavy rain. Dade City's biggest hazard concerns are wind events (hurricanes/tornadoes) and extreme heat. Being inland, it receives strong winds from landfalling hurricanes. Dade City saw Category 1-force winds during Irma 2017. The region around Dade City also experienced an EF0 tornado in 2003[94]. Dade City's large mobile home communities on its outskirts are vulnerable to wind and require evacuation in hurricanes. Additionally, as an inland community, it endures more extreme heat days[95] – an essential consideration given its sizable elderly population. Sinkhole risk is moderate; there have been incidents in surrounding rural areas. Mitigation needs for Dade City include hardening critical infrastructure (power, water, wastewater - the wastewater treatment plant, in particular, has been cited as a critical need) against storms, ensuring adequate shelters, and possibly expanding tree canopy in urban areas to mitigate heat.

- **City of Zephyrhills:** Located in southeast Pasco, Zephyrhills is another inland city known for its wells and springs. Zephyrhills bottled water comes from this area. Like Dade City, flood risk is relatively low, with few FEMA flood zones within the city proper. Still, heavy localized rain can cause street flooding. The city's concerns revolve around hurricane winds, tornadoes, and heat. Zephyrhills' population (about 19,670 residents) includes many retirees (seasonal RV parks, mobile home parks), vulnerable to wind and requiring robust evacuation planning. In 2004, the area was affected by the fringes of the hurricanes that crossed Florida, and more recently, severe thunderstorms have caused wind damage. Extreme heat is also a growing issue here, with inland location meaning less cooling from Gulf breezes. Zephyrhills also has a general aviation airport that storms could impact (e.g., small planes damaged in high winds). For mitigation, drainage improvements and flood prevention – including the Zephyr Creek Project - a partner project with Pasco County Public Works, public education on tornado safety, strengthening community centers to serve as cooling centers, and ensuring backup power for critical wells for water supply are priorities.

[93] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*
[94] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*
[95] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*

- **City of San Antonio:** San Antonio is a small, incorporated city in eastern Pasco County with a population of just under 1,400 residents. The city is defined by its historic downtown, hilly terrain, and a close-knit community of residents and local businesses. Although San Antonio lies at a relatively high elevation with low flood risk, it remains vulnerable to wind-related hazards, downed trees, and debris during hurricanes and severe storms. As noted earlier, Curley Road near San Antonio cracked from erosion or subsidence during that storm. Also, being in "sinkhole alley," the City has had sinkhole occurrences; for example, a portion of a local road or field might suddenly settle. The city's aging infrastructure and limited right-of-way areas present ongoing challenges for emergency response and utility restoration. Future mitigation strategies for San Antonio may include hardening public buildings, burying or reinforcing overhead utility lines, improving stormwater systems, and developing joint-use agreements for emergency sheltering and resource staging with nearby municipalities and Pasco County. The city's scale and location make it well-suited for targeted resilience pilot projects, especially those that demonstrate the effectiveness of small-town readiness and continuity planning.

- **Town of St. Leo:** St. Leo is an incorporated municipality located between Dade City and San Antonio in central-east Pasco County, with approximately 2,280 residents. It is home to key institutions such as Saint Leo University, Holy Name Monastery, Saint Leo Abbey, and Discover Fellowship Church, and sits on the shores of Lake Jovita. While its elevated location places it outside major floodplains, localized drainage issues and lake level rises may occur during heavy rains. The town is most vulnerable to hurricane-force winds and tornadoes due to its open terrain and aging tree canopy. In 2024, Hurricane Milton caused significant debris and damage to roads and three of the town's four anchor institutions. Mitigation priorities include reinforcing roadways, trimming or removing hazard trees, burying power lines, and exploring partnerships with local institutions to strengthen resilience. Saint Leo University, which served as a critical vaccine distribution center during the COVID-19 pandemic, could also support future disaster operations by serving as an emergency shelter, cooling center, or logistics hub.

Unincorporated Pasco is home to over 579,770 residents. This assessment breaks unincorporated Pasco into sections for a better assessment of needs – given that it spans the entire county, and each area has unique challenges and needs.

- **Unincorporated Coastal Communities:** Including locations such as Hudson, Holiday, and Aripeka, a significant portion of Pasco's population lives in unincorporated areas, and along the Gulf Coast are several communities at extreme risk of storm surge and coastal flooding. Areas such as Hudson, Aripeka, Holiday, Elfers, and Gulf Harbors essentially extend the coastal floodplain outside city limits. These communities have repeatedly flooded (Hudson and Aripeka saw severe surge flooding in both Idalia and Helene; Holiday and Elfers regularly flood from Anclote River and coastal backwater). Many homes are older single-story houses at ground level, highly susceptible to even minor surge. Evacuation Zone A covers most of these locales, indicating the highest risk. These areas also tend to have concentrations of low-income and elderly residents. For instance, Holiday has many senior mobile home parks. In addition to surge, saltwater intrusion and sea level rise are concerns for their long-term habitability. Mitigation for unincorporated coastal Pasco involves large-scale projects: home buyout programs, elevating homes and roads, improving coastal wetlands (which buffer surge), and maintaining updated evacuation plans. For example, Pasco County has undertaken some buyouts along repeatedly flooded stretches of the Anclote River in Elfers, but more funding is needed to

expand these efforts. Infrastructure hardening - like raising the coastal road in Hudson or installing tide-flex valves in storm drains to prevent backflow- are possible projects that CDBG-DR funds could support.

- **Unincorporated Inland Communities:** Including places like Land O' Lakes, Wesley Chapel, and Trinity, central Pasco has large unincorporated suburban areas that have grown rapidly. These communities face multi-faceted risks: some neighborhoods in Land O' Lakes are famous for sinkholes (a massive sinkhole formed in 2017 in this area, destroying homes), and also brush fires (the 2017 Land O' Lakes sinkhole incident occurred during a time of drought and nearby brush fires). Wesley Chapel and Trinity have many new developments with extensive stormwater retention ponds; while this helps manage typical rains, extreme rainfall could still cause localized flooding if ponds overflow. These areas are also not immune to wind damage – Hurricane Irma knocked out power and toppled trees throughout central Pasco. One of Pasco's recorded tornadoes (an F1) hit Land O' Lakes in 2005, causing $80K in damage[96] Wildfire risk touches Wesley Chapel on its eastern fringe where it meets the Cypress Creek Preserve, and Trinity borders the Jay B. Starkey Wilderness to the north – both areas identified for frequent wildfire occurrence. Lastly, extreme heat in these dense suburban areas can be exacerbated due to the urban heat island effect – such as asphalt and fewer mature trees in new subdivisions. Mitigation needs for these booming unincorporated areas include ensuring new construction is hazard-resilient - enforcing wind codes, floodplain rules, and sinkhole soil testing; expanding community wildfire protection - like creating buffers between preserves and homes; and continuing aggressive stormwater planning to handle both current and future rainfall extremes. Public outreach is also needed as many new residents may be less aware of Florida-specific hazards like sinkholes or lightning – education can improve preparedness at the household level.
- **Rural Unincorporated Areas:** These include unincorporated areas toward the Green Swamp and along county borders. Pasco's far northeastern areas (east of Dade City) and southeastern corner (east of Zephyrhills) remain rural, with pasture, agriculture, and state forests, such as the Green Swamp area. These areas have smaller populations but can be significantly impacted by wildfires, freezes, and drought. For example, ranchers in the northeast county may struggle with water and feed for cattle during drought. Flooding can occur along the Withlacoochee River on the east border – the river can rise slowly and inundate large tracts of farmland and a few riverside homes when heavy rains are upstream. San Antonio Lake and other natural lakes can flood some low farmland, too. These rural areas also have limited infrastructure redundancy – a single road or power line outage from a storm can isolate residents. Here, mitigation might focus on improving redundant communications – like radio towers, bridging low-water crossings, and supporting agricultural stakeholders with resilience techniques – including drought-resistant crops or improving field drainage.

Pasco County's hazard vulnerabilities vary geographically, but no area is entirely risk-free. Coastal municipalities and communities bear the brunt of surge and coastal floods; inland cities face wind, heat, and isolated flood issues; central booming areas contend with a mix including sinkholes and wildfire; and rural outskirts must handle extremes of Florida's climate in relative isolation. This wide range of vulnerabilities underscores the need for a tailored, community-specific approach to mitigation – one that Pasco County's CDBG-DR Action Plan will implement by funding projects that are needed most based on this risk assessment.

[96] Pasco County Department of Emergency Management. (2024). *Pasco County Local Mitigation Strategy.*

Mitigation Strategy Informed by Risk Assessment

This hazard risk assessment directly informs how Pasco County will invest CDBG-DR mitigation funding. The goal is to target resources toward the most significant risks and the most vulnerable communities identified above, aligned with the data and priorities from the LMS and RVA. The following key considerations inform our assessment's mitigation strategy:

- **Prioritizing Flood and Wind Mitigation Projects:** Given that flooding and hurricane winds are identified as the highest risks, a large share of mitigation funds will be devoted to these hazards. For example, the County may allocate CDBG-DR funds to elevate frequently-flooded homes in New Port Richey, Port Richey, and coastal unincorporated areas – directly reducing future surge and flood damages. Similarly, funding may support hardening critical facilities and infrastructure against wind – such as reinforcing shelter roofs, adding hurricane shutters to schools/community centers, or burying power lines in key corridors. By addressing these top hazards, Pasco will ensure the use of funds that target the areas of greatest impact, as evidenced by this risk analysis.

- **Integrating Future Conditions:** Because the RVA provided forward-looking scenarios (2040, 2070), Pasco's strategy is not just reacting to past events but proactively preparing for future risks. For example, sea level rise projections inform decisions like where to rebuild versus retreat. CDBG-DR mitigation funds might be used for projects with long lifespans that account for future changes – such as constructing a new stormwater pump station with the capacity for higher sea levels or elevating a road that is predicted to flood frequently by 2070. By doing so, the County ensures that today's investments remain effective decades later, embodying the principle of building back smarter and stronger. This approach is supported by data like road inundation statistics from the RVA; we know which evacuation routes will need elevation or armoring as seas rise.

- **Multi-Hazard Mitigation Approach:** While specific projects often target a primary hazard, Pasco is looking for co-benefits across hazards. For instance, green infrastructure - like restoring a wetland or creating a detention basin- can reduce flood risk and provide water for aquifer recharge during drought or as a firebreak for wildfires. The strategy will encourage such multi-benefit solutions. Another example is undergrounding power lines in a vulnerable grid area, which reduces wind damage outages but also helps in wildfire prevention because there are no lines to spark fires and improves reliability during heat waves. By leveraging projects to tackle multiple issues, the County can stretch the mitigation dollars and address the interconnected nature of risks.

- **Public Education and Preparedness as Mitigation:** Although structural projects are key, Pasco's strategy also values community resilience programs. Some CDBG-DR mitigation funds could support public outreach or planning efforts that arise from this needs assessment. For example, suppose extreme heat is a growing risk. In that case, the county might fund the development of a comprehensive heat response plan or expand its cooling center network, which would be relatively low-cost interventions that could save lives. If sinkhole awareness is crucial, perhaps some funds could enhance the County's sinkhole mapping and education campaign. These mitigation actions complement physical projects and ensure that residents are empowered to mitigate and prepare on a personal level.

This mitigation needs assessment serves as a blueprint for our Action Plan. Pasco County will use a combination of structural investments – such as infrastructure, housing retrofits, nature-based solutions, and non-structural

measures – including policy changes, education, and improved codes that address the identified hazards. The result will be a suite of CDBG-DR funded mitigation activities that directly respond to the vulnerabilities detailed in our Plan – whether it's lifting homes out of flood harm's way, reinforcing a community center to double as a hurricane shelter, or planting trees to combat the heat island effect in a city center.

By following the risk priorities, the County ensures that mitigation funding is used effectively and transparently to reduce disaster risk, consistent with HUD's objectives and Pasco County's strategic vision.

Mitigation Funding Sources and Gaps

While CDBG-DR funds provide a critical infusion for mitigation, Pasco County's needs far outstrip any single funding source. It is important to identify other funding sources available for mitigation, and where they are insufficient, to justify using CDBG-DR dollars for unmet needs. The County has been actively leveraging various federal, state, and local programs for hazard mitigation, including:

- **FEMA Hazard Mitigation Grant Program (HMGP):** After each presidentially declared disaster, HMGP provides funding for mitigation projects. Through its LMS Working Group, Pasco County prepares HMGP applications whenever eligible. For example, following Hurricane Irma in 2017 and Hurricane Idalia in 2023, Pasco submitted drainage improvements and generator installation projects. However, HMGP funds are limited and competitive – they must be split among many counties or statewide. Pasco's LMS contains dozens of proposed projects totaling far more than HMGP allocations can cover. Many high-priority projects remain unfunded or only partially funded.
    - **Gap:** HMGP helps, but not all approved LMS projects receive funding due to cap limits; timelines are slow, and smaller-scale needs - like minor localized fixes or planning efforts - often don't get funded.
- **FEMA Flood Mitigation Assistance (FMA):** FMA provides annual funding specifically to mitigate National Flood Insurance Program (NFIP) insured properties (e.g., repetitive loss homes). Pasco has numerous repetitive loss properties, especially in the West Pasco coastal and Anclote River areas. The County has helped homeowners apply for FMA funds to elevate or buy out homes. However, FMA funding is relatively small, and only a handful of properties can be addressed each cycle. For example, if Pasco has 100 repetitive loss homes, an FMA grant might only elevate 5–10 of them.
    - **Gap:** There continues to be a large backlog of flood-prone homes that have not been mitigated. Many homeowners can't afford the non-federal match or to wait years for a grant, so they remain vulnerable. CDBG-DR could supplement this by funding additional buyouts or elevation grants without those constraints.
- **State-Administered HUD CDBG-Mitigation (CDBG-MIT):** Prior to this CDBG-DR allocation, Pasco benefited from the state of Florida's CDBG-MIT program, specifically funds from 2016-2017 disasters. A CDBG-MIT grant from the Florida Department of Commerce funded the Resilient Pasco Project (vulnerability assessment and upcoming resilience plan). That grant, approximately $1.5 million, covered planning and studies - but not physical projects. It underscores that Pasco is leveraging outside resources to plan effectively.
    - **Gap:** Implementation funds for projects were not part of that planning grant, so now that RVA has identified needs (like road elevations and stormwater upgrades), Pasco needs capital funding to execute

them. The new HUD CDBG-DR funds can fill that implementation gap for projects identified through Resilient Pasco.

- **State of Florida Resilient Florida and Other Programs:** Florida launched the Resilient Florida program in 2021, providing grants for vulnerability assessments and adaptation projects focusing on flooding and sea level rise. Pasco County has participated and will be eligible to submit projects to the state for funding.
- Additionally, the state Division of Emergency Management offers programs like the Flood Mitigation Assistance (FEMA FMA, mentioned above) and Hurricane Loss Mitigation Program (HLMP). Pasco has received small grants from HLMP in the past, providing free hurricane shutters or wind retrofits to low-income homes.
    - **Gap:** State funds, while growing, are still not enough for large infrastructure – they might fund a $300k planning or $500k culvert project, but multi-million dollar needs – such as a $10 million regional stormwater facility – require federal dollars. Also, these programs often require local matching funds, which can be challenging for a county with many competing budget needs.
- **Local County/Municipal Funding:** Pasco County and its cities invest in mitigation to the extent budgets allow. The County has a Municipal Service Fund for stormwater that addresses drainage maintenance and minor improvements. The County and cities also invest in emergency services - like improving fire stations to withstand hurricanes. However, local resources are limited. Pasco is a growing county with many infrastructure demands (roads, schools, utilities for new development), and dedicated funding for mitigation projects often lacks outside of post-disaster repairs. For instance, a city like Port Richey has very limited revenue and cannot afford a multimillion-dollar seawall improvement without external help.
    - **Gap:** There is a funding gap between what local governments can afford and the cost of major mitigation projects. Many projects sit on wish lists until grants are found.

Table 19 illustrates some of the key funding programs versus the needs:

Table 19: Mitigation Funding Sources Versus Needs in Pasco County

Funding Source	Purpose	Use in Pasco	Gaps/Limitations
FEMA HMGP	Funds projects after disasters (15% of relief funds)	Used for shelter generators and drainage fixes after recent hurricanes.	Not enough for all LMS projects; must wait for disasters to occur; competitive statewide.
FEMA FMA	Elevation or buyout of NFIP-insured homes provided through grants	Dozens of RL/SRL[97] homes were identified; a few were elevated with FMA.	Only a handful of homes mitigated per cycle; most flood-prone homes are still at risk.
HUD CDBG-MIT (state program)	One-time mitigation funds via state.	Funded Pasco's Resilient Pasco assessment.	Planning was funded but not construction; the state's share to Pasco was small relative to needs.

[97] RL = Repetitive Loss; SRL = Severe Repetitive Loss under NFIP.)

Funding Source	Purpose	Use in Pasco	Gaps/Limitations
State Resilient Florida & HLMP[98]	State grants for resilience (planning & projects) and wind mitigation.	Received grants for assessment (RVA) and minor home wind retrofits.	Project funding is not guaranteed annually, is typically small-scale, and requires local match & application effort.
Local Capital Improvement	County/city budgets for infrastructure.	Ongoing stormwater maintenance, incremental upgrades, tree trimming, etc.	Cannot fund large new projects without external aid; competing priorities (roads, utilities) limit mitigation-specific spending.

Each funding source has constraints – timing, competitiveness, scale, or availability – leaving important mitigation needs unaddressed. This is where the CDBG-DR allocation is vital. HUD's mitigation funds offer flexibility to undertake projects that might not neatly fit other programs or to cover local match portions to make other grants feasible. For example, if Pasco has an HMGP project awarded but needs the 25% non-federal match, CDBG-DR could potentially fill that gap to ensure the project proceeds.

In particular, the 15% CDBG-DR Mitigation Set-Aside will be programmed to address strategic gaps:

1. Projects reducing risk that haven't received adequate funding from FEMA or state sources.
2. Innovative or pilot projects not planned for use through FEMA grants but grounded in Pasco's resilience plans.
3. Multi-jurisdictional or regional projects that might not fit neatly in other programs.

Despite all these efforts, needs remain greater than available funding. Pasco County's LMS project list contains numerous high-priority actions totaling hundreds of millions of dollars in identified needs, from major drainage overhauls to bridge replacements and community safe rooms. The CDBG-DR allocation will cover only a portion of our community's needs.

Therefore, Pasco will continue seeking a layered funding approach: using CDBG-DR to jump-start key projects and leveraging those as matching or demonstration projects to attract future funding.

This assessment and the resulting strategy ensure that CDBG-DR funds are used in a coordinated way, not in a vacuum. Projects selected will complement what FEMA and the State are funding, thereby avoiding duplication and maximizing overall impact. The gaps identified substantiate the importance and need for CDBG-DR investment –without these HUD funds, many of the highlighted vulnerabilities - like those repetitive flood homes or that needed pump station- would remain unaddressed indefinitely due to lack of funding. This Action Plan aims to close those gaps.

Alignment with Local Mitigation and Resilience Plans

Pasco County is committed to ensuring that the initiatives in this Action Plan align with and advance the goals of existing local plans, namely the Pasco County LMS, the Resilient Pasco RVA, and the Resilience and Sustainability Plan, as well as other regional plans. This alignment is essential for consistency, avoiding duplication, and meeting regulatory requirements.

[98] FDEM Hurricane Loss Mitigation Program

- **Pasco County LMS (2024 Hazard Mitigation Plan):** The LMS is the county's comprehensive hazard mitigation plan, developed by a multi-jurisdictional working group and approved by Florida DEM and FEMA. It identifies the county's hazards and vulnerabilities and lists mitigation actions/projects. The LMS's goals – such as protecting lives and property, reducing repetitive losses, and enhancing coordination – provide the strategic framework for this Mitigation Needs Assessment. The hazards profiled in this document mirror those in the LMS (hurricanes, floods, wildfires, etc.), and the risk findings (like vulnerability of coastal areas and mobile homes) are directly drawn from or supported by LMS data. Each mitigation action proposed in the Action Plan will be cross-checked against the LMS project list or goals. In most cases, CDBG-DR funded projects will be those already prioritized in the LMS or emergent needs that still fit LMS objectives. Because the LMS is updated every 5 years and tracked annually, using it as a guide ensures our efforts remain eligible for future FEMA funding and complement ongoing initiatives. Of note, Pasco's LMS also doubles as the Floodplain Management Plan and Community Wildfire Protection Plan, which means our flood and fire mitigation efforts via CDBG-DR will also help maintain our standing in NFIP's CRS program and state wildfire programs.
- **Resilient Pasco RVA (2024) and Resilience and Sustainability Plan (2025):** The RVA was essentially Phase 1 of a larger resilience project funded by CDBG-MIT[99]. It provided a detailed assessment of climate-related hazards (like flooding, surge, SLR, and extreme heat) and critical assets. The findings from the RVA are woven throughout this needs assessment, such as stats on road and infrastructure vulnerability. The next phase is a Resilience and Sustainability Action Plan for Pasco - to be completed in 2025. The mitigation strategies in this CDBG-DR Action Plan will be coordinated with those resilience recommendations. Essentially, we are using the same dataset and focus areas. If the Resilience Plan suggests pursuing a living shoreline in Miller's Bayou or hardening a water treatment plant, we can utilize CDBG-DR funds to implement those suggestions. This ensures a seamless transition from assessment to action – something HUD strongly encourages. By funding projects consistent with the Resilient Pasco Plan, we also leverage the stakeholder input and consultant expertise that went into that effort. The County will document how each CDBG-DR project ties back to a vulnerability identified in the RVA or a strategy in the forthcoming Resilience Plan. For example, "elevate lift stations" was noted, which we can fund. This also provides longevity – so once CDBG-DR funds are spent, the County's Resilience Plan will continue guiding further work in the same direction.
- **Other Local and Regional Plans:** Pasco County is involved in regional resiliency efforts such as the Tampa Bay Regional Resiliency Action Plan (RRAP)[100] through the TBRPC. Pasco County's mitigation priorities - like addressing sea level rise and extreme heat - reflect regional goals and actions in the RRAP (for example, improving regional evacuation route resilience, which is a Tampa Bay priority and clearly needed per our analysis).

As an added benefit, the LMS is FEMA-approved; aligning with it means Pasco retains eligibility for future FEMA mitigation funding. The County also benefits from alignment by leveraging plan-approved cost-benefit analyses and environmental reviews already done or anticipated in those plans, allowing Pasco County to streamline implementation.

By demonstrating these connections, Pasco County ensures that mitigation investments are not made in a vacuum; rather, they are part of a coherent, multi-plan strategy for resilience. This also provides confidence to

[99] Resilient Pasco Project
[100] TBRPC Regional Resiliency Goals & Measurable Actions

stakeholders – like our County's residents, the State of Florida, and HUD, that Pasco County is building on established plans rather than starting something from the ground up. Each project funded will cite which strategic initiative or recommendation it supports, creating a clear audit trail of consistency.

Summary and Conclusion

This assessment is informed by and feeds into Pasco County's broader resilience planning efforts. It bridges thought, analysis, and action, ensuring that our Action Plan's mitigation component is evidence-based, strategically targeted, community-specific, and well-coordinated with all relevant plans and funding streams. By addressing identified risks with appropriate strategies and integrating them into existing plans, Pasco County will move toward a safer, more disaster-resilient future. These efforts ultimately aim to reduce future disaster losses, protect our most vulnerable populations, and break the costly cycle of damage and repair by investing smartly in mitigation now.

Connecting Proposed Programs and Unmet needs

Connection between proposed programs and projects and unmet needs

Pasco County has allocated funding across eight proposed programs to address its unmet needs and mitigation priorities identified. Each program is tailored to a specific aspect of recovery (housing, infrastructure, economic revitalization, public services, or mitigation) and is designed to benefit LMI residents to the greatest extent possible. The total CDBG-DR allocation of $585.7 million (after setting aside funds for administration and planning) is distributed across these programs in reasonable proportion to the severity of needs in each sector. The entire county is HUD-designated as the Most Impacted and Distressed (MID) area for these disasters, so all programs will serve the MID area (Pasco County as a whole). The following narrative provides an overview of the proposed programs, including their purpose, the unmet needs they address, the funding allocated to each program, and how they benefit LMI residents.

The County's proposed allocations by category are summarized in the "Allocation and Award Cap" section of this document, including the estimated mitigation set-aside and the percentage to overall LMI benefit. Award caps are listed in each program description.

Unmet Needs Assessment

The Unmet Needs Assessment for Pasco County reviewed FEMA IA/PA, SBA, NFIP, and local data. In addition, comments, survey responses, and other public input received from residents, businesses, and other stakeholders were considered.

Housing

As one citizen commented during our Dade City town hall meeting, "First and foremost, this money should be used to get people back into housing." The County is committed to assisting our income-qualified households with returning to safe, sanitary, and resilient housing.

To ensure Pasco County is responsive to the needs of our community, the County has analyzed the demographic data of our residents, including our low- and moderate-income households and vulnerable populations - older adults, families with small children, people experiencing homelessness, survivors of domestic violence, and

individuals with disabilities. Pasco County is committed to serving our low-moderate income households and areas, as well as our vulnerable populations, with CDBG-DR assistance.

According to the FY 2024 American Community Survey 2016-2020, Low-and Moderate-Income (LMI) Summary Data, 43.3% of the households in Pasco County are low-to moderate-income, or over 230,000 persons.[101] Many of these low-moderate-income communities have been disproportionately impacted by the damage caused by the storms, both through their housing, whether temporary relocation or permanent housing, and job loss.

The map below delineates census tracts where the households are over 51% LMI areas, concentrating on both the west and east sides of the County.[102]

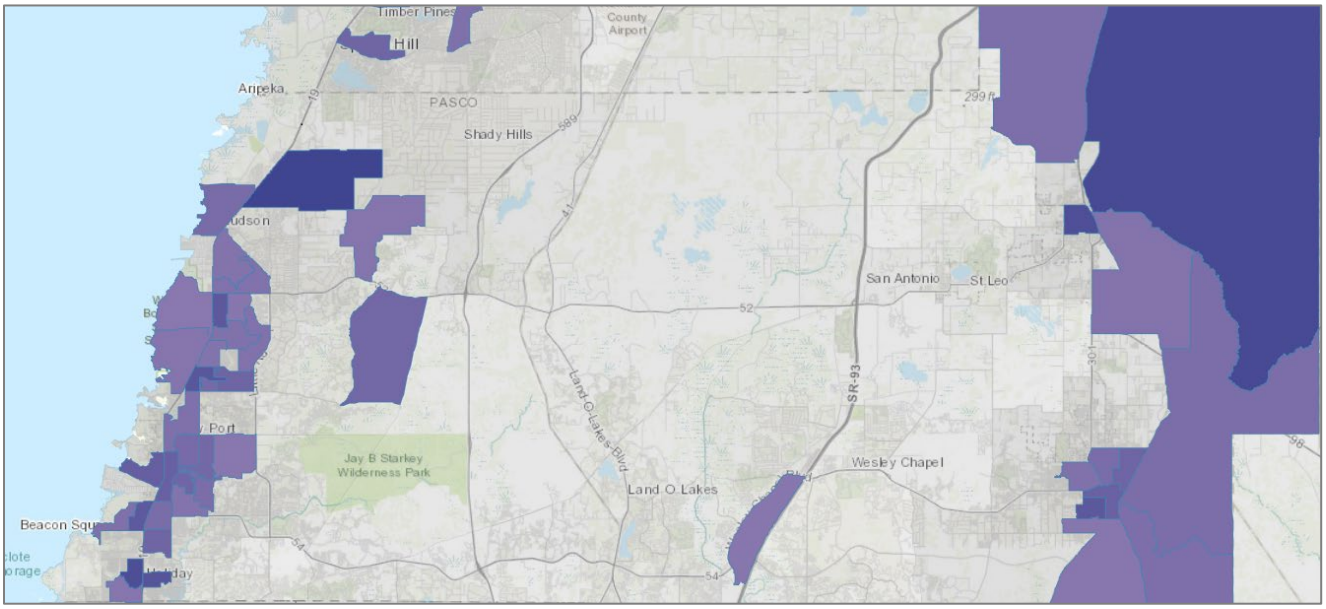


Figure 24: Census Tracts with >51% LMI Households

= more than 51% of households are low- and moderate-income

Pasco County has allocated $305,000,000 to support housing recovery programs in the County.

The Unmet Needs Assessment indicates that Hurricanes Idalia, Helene, and Milton caused significant damage to our housing stock in Pasco County. As the highest priority to ensure our residents can return to their homes, Pasco County has created three Housing for a Better Future Programs to assist in rebuilding safe, sanitary, and secure housing for our residents. The County will operate one centralized program to assist those impacted by the storms, whether in a municipality or unincorporated Pasco County. Through this program, Pasco County plans to address the unmet housing needs, rebuild more resilient housing, and protect our citizens.

Pasco County's homeownership population is significantly higher than the renter population. With over 77% of households classified as homeowners, these households may have homeowner's and/or flood insurance, FEMA assistance, Small Business Administration loans, and other means to repair their homes and recover from

[101] Office of Housing and Urban Development (HUD) Exchange. (2023). FY 2024 ACS 5-Year 2016-20120 Low- and Moderate- Income Summary Data. [online] Available at: https://www.hudexchange.info/programs/acs-low-mod-summary-data/. Accessed April 15, 2025.

[102] Department of Housing and Urban Development (HUD), Office of Policy Development and Research (PD&R). Mapping Tool. [online] Available at: https://arcg.is/1Deyz12

disasters. They also had the ability to park a recreational vehicle and live on their property while their permanent residence undergoes repair. Renters in Pasco County, while just under 23% of the population, faced significant challenges, including relocation to another affordable rental in an already tight affordable housing rental market, and landlords were slow to respond to unit repairs.

Housing Program #1: Housing for a Better Future – Repair, Reconstruction, and Elevation (RRE) Program

1. **Purpose:** Provide assistance to homeowners and landlords to repair or rebuild homes damaged by the hurricanes, incorporating resiliency measures like elevation and wind-hardening. Funds will also be available for eligible reimbursement expenses. This is the County's primary homeowner recovery program.
2. **Needs Addressed:** This program directly addresses the largest unmet need - housing recovery. As noted, thousands of Pasco homes remain damaged or destroyed, with families still displaced or living in unsafe conditions. The RRE program will fill the gap left by other sources by funding the repair or reconstruction of homes that residents cannot afford to fix on their own. By restoring these houses, the program helps families return to safe, permanent homes. It also ensures rebuilt homes are more resilient to future storms (e.g. elevating homes in flood zones, strengthening roofs), which addresses the overlap between recovery and mitigation.
3. **Allocation: $155 million** (about 26.4% of total CDBG-DR funds allocated to Pasco County) is allocated to the RRE Program. This large share of funding is justified by the housing sector's outsized portion of unmet needs (roughly 74% of total needs). With these funds, the County anticipates repairing, rebuilding, and elevating approximately 800 housing units (depending on final project costs), significantly lessening the $1.1 billion housing repair gap and approximately 500 households will seek reimbursement.

Homeowners and renters – including individuals who 65 years old and older - can be on a limited income, dealing with physical/health issues and also mental health/social isolation all contributing to their vulnerability. According to the American Community Survey, DP05 5-year estimates, there are 137,708 households in Pasco County with at least one person over 65. Almost 50% of households with a senior present are homeowners. Of those households with a person 65 and older, 46,421 persons (34.4%) have any disability. Of those households with a person 65 and over, 15.2% have incomes less than 125% of the poverty level. Seniors who are displaced by the storms face many challenges. Those who were renters must find comparable housing close to health care, grocery shopping and transportation. Homeowners face the challenges of navigating FEMA and insurance claims, permitting, and managing contractors. A manufactured housing replacement program will assist our residents – including seniors, families with children, and LMI population - to regain their independence and housing security. Of the 256,783 housing units within the County, 18% of these units are considered mobile or manufactured homes;[103] these are particularly vulnerable to high winds and flooding.

[103] U.S. Census Bureau, U.S. Department of Commerce. "Selected Housing Characteristics." American Community Survey, ACS 1-Year Estimates Data Profiles, Table DP04, 2023, Accessed on April 15, 2025.

Housing Program #2: Housing for a Better Future – Manufactured Housing Replacement (MHR) Program

1. **Purpose:** Replace disaster-damaged manufactured homes with new, safe, and code-compliant manufactured housing units for eligible low-income residents. This program specifically targets homeowners and renters who lived in mobile homes that are beyond repair.
2. **Needs Addressed:** Mobile homes form a significant portion of Pasco's affordable housing stock, especially for LMI households – including seniors. Unfortunately, older mobile homes could not withstand the hurricanes – many were destroyed by high winds or flooding. Entire mobile home parks in coastal areas were flooded, and when those homes were lost, their residents lost their only affordable housing option. Traditional repair programs aren't effective for units that were obliterated or structurally compromised. The MH Replacement Program meets this unmet need by providing a new manufactured home to households whose mobile homes were severely damaged or destroyed, ensuring these families are not left homeless or
living in dilapidated homes. This gives vulnerable residents (often on fixed incomes) a secure and resilient home for the future instead of an unsafe, storm-damaged unit.
3. **Allocation: $50 million** (around 8.5% of the total funds) is set aside for the Mobile Home Replacement Program. This substantial investment reflects the large number of mobile homes impacted and the high cost of providing new units. With these funds, the County anticipates replacing approximately 250 mobile homes (depending on final project costs), targeting those households that had no other means to recover their residence and approximately 100 households will seek reimbursement.

Investments in new single family or multi-family homeownership will help our residents and families with young children build wealth and provide a stable housing environment for their families. With multi-family rental projects, an increase in affordable rental housing units will benefit LMI and vulnerable populations alike.

Housing Program #3: Better Future Affordable Housing New Construction Program

1. **Purpose:** Develop new affordable housing (both single-family and multifamily units) to replace housing stock lost to the disasters and to address the pre-disaster affordable housing shortage that was worsened by the storms. This program will fund the construction of new homes and apartments, through partnerships with developers or nonprofits, with affordability requirements for LMI households.
2. **Needs Addressed:** Even after repairs and replacements, Pasco County faces a situation where repairing existing homes alone is not sufficient to meet all housing needs. The hurricanes not only damaged individual homes but also exacerbated an existing housing crisis. With many homes destroyed, the rental market tightened, and housing costs rose, leaving displaced renters with nowhere affordable to go. This program addresses the unmet need for additional housing by creating new units that disaster-impacted residents can move into when repairs are not possible or if they were previously unhoused. For example, if an entire neighborhood was wiped out by flooding, it might be safer to build a new apartment complex on higher ground and offer units to those residents. On the west side of Pasco County, a number of mobile home parks were destroyed. These properties could be acquired by developers and redeveloped into sustainable, wind resistant modular or manufactured housing or other types of affordable units. The New

Construction Program is a forward-looking recovery strategy to ensure that LMI income residents have viable housing options rather than being permanently displaced from the community. It also helps replace some of the affordable housing that was lost - including public or subsidized housing units that were storm-damaged.

3. **Allocation: $100 million** (around 17% of total funds) is allocated to the Affordable Housing New Construction Program. While smaller than the repair programs, this investment is significant; it could produce almost a thousand new affordable housing units through gap financing to developers or direct construction. The allocation is justified because new construction addresses both disaster impacts and longstanding needs. By adding new units, Pasco can begin to close the affordability gap and ensure that disaster-impacted families have a place to live.

Infrastructure

To fully recover from the impact of Hurricanes Idalia, Helene and Milton, Pasco County has allocated $130,022,800 to support the repairs, reconstruction, and improvements to critical infrastructure and public facilities. Priorities will be given to projects located in or serving Pasco County's LMI census tracts. While the data available through FEMA PA indicated approximately 16% for infrastructure unmet needs, the County consulted closely with our municipalities, internal departments, community needs survey results, and stakeholder engagement discussions. As a result, many expressed a substantial need for infrastructure projects, activities, and repairs. Projects most often identified included upgrading water and sewer facilities, stormwater projects to mitigate flooding in residential areas, the installation of permanent or elevated generators, dredging of canals and hardening or repairing of critical infrastructure.

Infrastructure Program #1: Critical Infrastructure

1. **Purpose:** Repair and improve critical infrastructure systems damaged by the hurricanes, with an emphasis on resilience. This program will fund projects for public infrastructure such as roads, bridges, drainage systems, water and wastewater facilities, and power infrastructure. The aim is to restore functionality and harden these systems to better withstand future risks.
2. **Needs Addressed:** The storms caused widespread infrastructure damage in Pasco – flooding and washouts damaged roads (including evacuation routes), bridges, and culverts; power outages occurred; and sewer overflows and water system disruptions highlighted weaknesses in utilities. While FEMA PA and other programs cover some repairs, many projects require additional funds or improvements beyond simple repair - such as upsizing a culvert or relocating a lift station out of a floodplain. By funding these projects, the program ensures that communities have safe roads, effective drainage, and reliable utilities, which are all essential for public safety and economic recovery. It specifically targets infrastructure that, if not fixed, would impede recovery or pose ongoing risks (like a repeatedly flooding highway or a storm-damaged water treatment plant). In addition, improving infrastructure now (such as elevating a road or burying power lines) mitigates the impact of future disasters on the community.
3. **Allocation: Approximately $100 million** ($100,022,800, or about 17% of total funds) is allocated to the Critical Infrastructure Resilience Program. This corresponds to the significant portion of unmet needs attributed to infrastructure (around 16% of the unmet needs total, or roughly $245 million), balanced with the recognition that some infrastructure repairs have other funding. Accomplishments for this program will be contingent on the mix of projects submitted for approval. The allocated amount will cover multiple high-

priority projects across the county. This investment is essential to restore normalcy and protect communities from future harm.

Infrastructure Program #2: Public Facilities Program

1. **Purpose:** Repair, rebuild, or enhance public facilities that were damaged by the disasters or are needed to support recovery and resilience. Public facilities include community centers, emergency shelters, public schools, libraries, health clinics, government service buildings, and other public or nonprofit-owned facilities serving the community. This program ensures that these facilities are restored to full function and improved to better serve the public in future events.
2. **Needs Addressed:** Many public facilities in Pasco were impacted by the hurricanes or revealed to be insufficient. For example, some schools and community centers used as shelters experienced damage or lacked generators, and other facilities like fire stations or clinics may have suffered flooding or wind damage. Additionally, facilities such as homeless shelters are considered public facilities for recovery purposes – several of these had roof damage, water intrusion, or other issues that need repair and mitigation - including installing backup power. Unmet needs include funding to fix these damages and to upgrade facilities (e.g., strengthen a community center so it can double as a hurricane shelter, or rebuild a damaged senior center). By addressing public facilities, the program supports services that residents rely on – a repaired senior center can reopen to serve elders, a hardened shelter can safely house people in the next storm, and a rebuilt clinic can provide healthcare without interruption. These projects often fall outside traditional infrastructure funding, so CDBG-DR fills a crucial gap.
3. **Allocation: $30 million** (about 5% of total funds) is proposed for the Public Facilities Program. This funding will be used for several key facility projects – for instance, repairing a storm-damaged community resource center and equipping it with resilient features, or integrating an emergency operations center that is undersized with a community resilience center. This level of funding recognizes that while facility needs are
smaller in dollar terms than housing or major infrastructure, they are highly impactful for community recovery. Accomplishments for this program will be contingent on the mix of projects submitted for approval. If additional facility needs are identified or specific larger projects, like a new shelter construction project, are identified, the County can adjust the allocation accordingly through a substantial amendment.

Economic Revitalization

The impact on our business communities followed a similar pattern to the housing impacts. This Action Plan has allocated $25,000,000 (4.2%) to economic revitalization of Pasco's business communities. Engaging the business community through the Greater Pasco Chamber of Commerce and the Greater East Pasco Chamber of Commerce as well as public surveys, the business community cared about small business recovery, equipment and signage. Job training, including workforce development, will provide training in manufacturing, robotics, and soft skills that are all in demand for our local labor market. Participants may include LMI and vulnerable populations - those experiencing homelessness, disabled adults and re-careering older adults.

Economic Revitalization Program #1: Small Business/Non-Profit Recovery Program

1. **Purpose:** Provide financial assistance to small businesses and nonprofits affected by the hurricanes to support economic recovery and job retention/creation. Assistance may include grants or low-interest loans for rebuilding physical damages, replacing inventory and equipment, covering working capital needs, and implementing mitigation measures, such as elevating utilities or purchasing generators, to make businesses more resilient.
2. **Needs Addressed:** The storms dealt a major blow to local businesses – especially small businesses, which make up the backbone of Pasco's economy. Many shops, restaurants, and service providers suffered damage or lengthy power outages that spoiled inventory and halted operations. Some businesses had to lay off employees or shut down entirely. These businesses often did not receive enough insurance or SBA assistance to fully recover, leaving an unmet need for assistance. The Small Business Recovery Program
   addresses this need by injecting much-needed capital so businesses can repair their premises, restock, and reopen. This helps revive the local economy and preserves jobs that might otherwise be lost permanently. Additionally, by encouraging or requiring simple mitigation measures (like elevating electrical panels or adding flood barriers for a store in a flood-prone location), the program helps businesses come back stronger against future disasters. Overall, this program is a key part of economic revitalization, targeting the gap for those businesses that lack the resources to recover on their own.
3. **Allocation: $25 million** (approximately 4.3% of total funds) is allocated to the Small Business Recovery Program. This allocation aligns with the share of unmet economic needs (roughly 10% of the total gap) while considering other known available resources like insurance and SBA loans. With this funding, Pasco can assist a substantial number of businesses through a combination of grants and loans. For example, if average grants were around $50,000, this could help approximately 500 businesses. Grants might range higher for severely impacted businesses, and some funds could be reserved as loans revolving to help even more over time – so accomplishments for this program will be contingent on the mix of applications and requested benefits received by the Program.

Public Services

The County is allocating $10 million to serve our LMI population with much needed public service programs. These services may include outreach, case management, legal services, and housing delivery, navigation, and/or stabilization for our residents - including vulnerable seniors, homeless, disabled, survivors of domestic violence and human trafficking, and those with substance abuse or mental health issues. Delivery of services for food insecurity, behavioral health, and job training may also be supported with CDBG-DR funding.

According to the 2023 Point-In-Time Count, 623 persons were experiencing homelessness on the last Wednesday in January 2023. Of those, 67% were unsheltered, living in tents, encampments, cars and other places not fit for human habitation.[104]

People with disabilities can include mental, physical and/or developmental disabilities. According to the 2023 American Community Survey, 1 year estimate S1810, there are 101,830 (16.2%) persons living with a disability in Pasco County, with 46,421 (34.4%) of those persons being over 65. These disabilities include hearing, ambulatory, vision, cognitive, self-care and/or independent living difficulty.[105] This population has been disproportionately impacted by the storms, in many cases losing their independence, proximity to medical services, and social support networks.

Survivors of domestic violence and human trafficking experience income, housing and employment insecurities, in addition to mental and physical abuse.

These vulnerable populations are some of the many individuals and households who have special recovery needs.

Public Services Program #1: Public Services Program

1. **Purpose:** Support a range of public services to assist individuals and households recovering from the disaster, particularly those who are vulnerable or have special recovery needs. Eligible activities under this program include disaster case management, housing counseling, legal services related to recovery, mental health services for trauma survivors, employment training for those who lost jobs, childcare or youth programs to support families during recovery, and other CDBG-DR eligible Public Services activities.
2. **Needs Addressed:** As detailed in the Unmet Needs Assessment, human services needs post-disaster are substantial. Many impacted residents require help navigating the recovery process – for example, completing complicated aid applications or managing home repairs – which disaster case managers can provide. Others face emotional and mental health challenges after the trauma of the hurricanes, creating demand for counseling and support groups. There are also families who became homeless or experienced extreme hardship due to the storms and need housing stability services or emergency assistance. These needs are not bricks-and-mortar but are vital for our county's recovery. The Public Services Program addresses these unmet needs by funding organizations and agencies that provide direct assistance to residents in need. By doing so, it ensures that vulnerable populations (including LMI households, seniors, persons with disabilities, and residents with limited English proficiency) receive help in recovering, bridging the gap between enduring the storm and fully getting back on their feet. Without this support, many at-risk residents might not access housing programs or could suffer long-term setbacks. This program fills the crucial gap in the recovery ecosystem related to outreach, counseling, and social support.
3. **Allocation: $10 million** (approximately 1.7% of total funds) is allocated to the Public Services Program. While $10 million is a relatively small portion of the $585M grant, it can have an outsized impact when used

[104] CoC Homeless Populations and Subpopulations Reports. (2024). Hudexchange.info. https://www.hudexchange.info/programs/coc/coc-homeless-populations-and-subpopulations-reports/?filter_Year=2024&filter_Scope=State&filter_State=&filter_CoC=&program=CoC&group=PopSubreports/published/CoC_PopSub_CoC_FL-519-2024_FL_2024.pdf. Accessed on April 15, 2025.

[105] U.S. Census Bureau, U.S. Department of Commerce. "Disability Characteristics." American Community Survey, ACS 1-Year Estimates Subject Tables, Table S1810, 2023, https://data.census.gov/table/ACSST1Y2023.S1810?q=disability&g=050XX00US12101. Accessed on April 17, 2025.

for services - as service programs are generally lower cost per subrecipient than construction projects. For example, these funds could support several years of case management services for hundreds of families, legal clinics for storm victims, and mental health services accessible to thousands of residents. By investing in public services, Pasco County ensures the "people side" of recovery is addressed to assist our residents. In addition, the County intends to use some Planning dollars to build the capacity of our nonprofits to better respond during disasters.

Mitigation

Pasco's mitigation needs assessment indicates significant need for improvements to critical infrastructure and public facilities to prevent damages during future disasters. To address mitigation needs, Pasco County will utilize $76,396,000[106] in CDBG-DR funds to address these needs. These improvements may include structural hardening to increase resiliency from high wind events and elevation to increase flood resiliency. Pasco County is committed to ensuring the initiatives in this Action Plan align with and advance the goals of existing local plans such as the LMS and Resiliency and Sustainability Plan.

Mitigation Set-Aside Program #1: Better Future Match and Mitigation

1. **Purpose:** Utilize the designated mitigation set-aside funds ($76.4 million) to finance projects that reduce future disaster risks, and to provide required matching funds for other state or federal mitigation grants. This program is forward-looking, funding infrastructure projects, property improvements, and other measures that protect the community from current and future hazards identified in the Mitigation Needs Assessment. It is dubbed "Better Future" because it invests in a safer, more resilient future for Pasco County and its residents.
2. **Needs Addressed:** This program addresses the mitigation needs including risks and vulnerabilities to flooding, wind, wildfire, and other hazards that, if left unaddressed, will lead to repeated damage. Specific needs include: improving stormwater systems and flood control in areas prone to flooding; elevating or flood-proofing critical facilities (like water treatment plants or emergency shelters) so they aren't knocked out by the next storm; hardening the electric grid or burying power lines to reduce hurricane outages; acquiring or elevating homes that repeatedly flood to prevent future property loss; and implementing wildfire mitigation in high-risk zones. Many of these projects do not necessarily tie-back to the 2023-2024 storms but are essential to increase resilience. Additionally, the need for local matching funds is significant; without the availability of required match funding, the County might have to forgo those mitigation opportunities. This program ensures Pasco can take on these projects by covering matches and funding standalone mitigation initiatives. It narrows the funding gap for critical resilience projects that would reduce the impact of future disasters on Pasco's communities. This forward-thinking approach means the CDBG-DR funds will leave a legacy of safer infrastructure and neighborhoods long after the immediate recovery is done.
3. **Allocation:** The full mitigation set-aside of **$76,396,000** is allocated to the Match and Mitigation Program. These funds are separately identified for mitigation activities by federal requirement, and Pasco will use them in a strategic manner. For example, a portion of this funding might be reserved to match other

[106] The CDBG-DR Mitigation allocation represents 15% of the Unmet Needs Allocation ($509,300,000), as required under Public Law 118-158 (90 FR 4761)

Federal grants, while the remainder directly funds county-selected mitigation projects - such as upgrading stormwater pumps in a vulnerable town or creating a regional retention pond to prevent neighborhood flooding. All projects will meet HUD's definition of mitigation: addressing identified risks with a measurable reduction of future disaster damage. The $76.4 million allocation is fixed as the mitigation portion of the grant, so the County's focus is on spending it effectively.

Planning

Pasco County has allocated $10,000,000 for planning activities. The County will build on the existing efforts of State, local, and regional hazard mitigation, emergency management, and resiliency planning. These funds will help the community's ability to minimize future damage and recover quickly from extreme events and changing conditions, including natural hazard risks**.** These funds will also help to build the capacity of our nonprofit agency infrastructure to allow a more robust response during times of crises and storms; our nonprofit community are most often the first responders and boots on the ground to assist those in the LMI community and vulnerable populations in recovery efforts.

Compliance with Applicable Statutes

Pasco County is committed to the allocation of CDBG-DR funds in a manner that complies with applicable statutes. Guidance for compliance on these laws and regulations can be found in Section 109 of the Housing and Community Development Act, 42 U.S.C. 5309; Title VI of the Civil Rights Act of 1964,42 U.S.C. 2000d et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.; Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act), 42 U.S.C 3601-19; Section 504 and Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794; the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 et seq, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

Programs are designed to provide necessary ADA accommodations to support the recovery needs of impacted individuals with disabilities. Programs, as noted above, will provide access to all our residents - including our vulnerable populations.

Pasco County will meet or exceed expending 70% of CDBG-DR funds on activities that benefit low-and-moderate income households or areas. The County will guarantee that all eligible individuals are given the opportunity to apply for assistance in rehabilitating their homes if they incurred damage during Hurricanes Idalia, Helene, or Milton.

Minimizing Displacement and Ensuring Accessibility

Pasco County recognizes that disaster recovery efforts should strive to keep communities intact and avoid uprooting residents or businesses as much as possible. The County has a large senior population (over 22% of residents are 65 or older) and a significant number of households living in mobile or manufactured homes (approximately 1 in 5 homes in the County is a mobile home). These demographic factors mean that many residents are particularly vulnerable to the disruptive effects of displacement. Therefore, in designing our CDBG-DR programs, Pasco County will make reasonable efforts to minimize displacement of persons and entities,

provide necessary assistance to anyone who is displaced, and ensure that the accessibility needs of displaced persons with disabilities are met.

Minimizing Displacement

Whenever feasible, recovery programs will be structured to allow residents to remain in their homes or communities. For example, the County's housing programs will prioritize in-place repairs of disaster-damaged homes, so families (especially elderly residents) do not have to relocate during construction if it can be avoided. If homes are too damaged and must be rebuilt, the program will explore temporary on-site housing solutions (such as temporary trailers on the property) or phase construction in a way that minimizes time away from home. For infrastructure projects, the County will seek design or location alternatives that avoid displacing businesses or residents. Overall, Pasco County will seek to avoid or reduce adverse impacts from displacement in all CDBG-DR activities, consistent with HUD's guidance to use non-displacing recovery methods where possible.

Assistance to Displaced Persons

If displacement does occur as a result of a CDBG-DR funded project, Pasco County will ensure that those affected receive appropriate assistance and protections. The County will follow the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and Section 104(d) of the HCDA, as applicable, to provide relocation assistance. This means any residents who must move will be given advance notice, counseling, and help in finding comparable replacement housing. They will also be eligible for financial assistance such as moving expenses, rent or down payment assistance, and other support to transition to a new home. For example, if a low-income family in a mobile home park is, the County might assist them with the costs of moving to a safer manufactured home community or provide a rent subsidy so they can afford an apartment elsewhere. Business owners displaced by infrastructure improvements would also be assisted in relocating their shop or office. All such assistance will meet or exceed the minimum standards set by federal law to ensure that no displaced person suffers undue hardship. The Action Plan will include a Residential Anti-Displacement and Relocation Assistance Plan that details these commitments, as required by governing HUD regulations.

Ensuring Accessibility for Displaced Persons with Disabilities

Pasco County will pay special attention to the needs of displaced seniors or individuals with disabilities, as these residents may face added challenges during relocation. The County will make sure that any temporary housing or permanent rehousing options offered to displaced persons are accessible and accommodating. For instance, if an elderly homeowner who uses a wheelchair must relocate while their home is being rehabilitated or reconstructed, the County will arrange interim housing that has necessary features such as ramped entrances, wide doorways, and an accessible bathroom. When helping a displaced family find a new rental unit, the County's case managers will consider disability access needs and will coordinate with landlords to secure modifications if needed (e.g., outward door swing patters, grab bars, etc.). Additionally, the process of notifying and assisting displaced persons will be carried out in an accessible manner: notifications will be available in large print or audio format for the visually impaired, and the County will take reasonable steps to provide sign language interpretation for any meetings with persons who are deaf or hard of hearing. By addressing these needs, the County ensures that no displaced person with a disability is left without accommodations required for equal access to relocation resources.

Summary

Pasco County will seek to minimize displacement in its disaster recovery projects by favoring solutions that allow people to stay in their homes or communities. When displacement is unavoidable, the County will assist displaced persons and businesses through every step of the relocation process, providing both financial help and logistical support to secure safe and decent replacement housing or sites. Recognizing the large number of seniors and persons with disabilities in the community, the County will take extra care to meet accessibility needs for those affected – ensuring that the most vulnerable residents experience a smooth transition with housing that is suitable for their needs. These efforts reflect Pasco County's dedication to compassionate recovery, where rebuilding does not come at the cost of displacing or those who have already suffered from the disaster. All the above measures will be clearly outlined in the Action Plan to reassure the public that recovery will be conducted in a fair and supportive manner for all residents.

Allocation and Award Caps

Funding Criteria

Pasco County, via the Office of Disaster Recovery Resources, is the lead agency responsible for administering $585,700,000 in CDBG-DR funds that were allocated as a result of Hurricanes Idalia, Helene, and Milton. Pasco County Community Development is the Responsible Entity for Environmental Review.

Pasco County has incurred pre-agreement costs and will seek reimbursement for these costs after the effective date of the CDBG-DR grant agreement. These costs could include salaries, benefits and direct operating expenses of Pasco County's Office of Disaster Recovery Resources as well as the vendors providing technical support for the planning of the CDBG-DR programs. Other pre-agreement costs could include activity delivery and project costs associated with eligible disaster recovery programs identified within this Action Plan. The County may request reimbursement for certain eligible pre-agreement costs necessary for the efficient and timely implementation of its recovery programs. These costs may include but are not limited to environmental review, public engagement activities, damage assessment, program design, creation of policies and procedures, staffing and capacity building functions, and other costs necessary for determining eligibility of projects.

General Exception Criteria

Pasco County may make exceptions to award caps when necessary to comply with federal accessibility standards or to reasonably accommodate persons with disabilities. In such cases, requests for increases to award caps will be subject to an evaluation based on (a) documented need and (b) cost reasonableness.

Allocation Summary & Program Descriptions

Table 20: Summary of Programs

Category & Programs	Proposed Allocation	% of Allocation
Housing	**$305,000,000**	**52%**
Repair, Reconstruction, and Elevation (RRE)	$155,000,000	
Manufactured Housing Program	$50,000,000	
Affordable Housing Construction	$100,000,000	
Infrastructure	**$130,022,800**	**22%**
Critical Infrastructure	$100,022,800	
Public Facilities	$30,000,000	
Economic Revitalization	**$25,000,000**	**4%**
Small Business and Non-Profit Recovery	$25,000,000	
Public Services	**$10,000,000**	**2%**
Public Services for a Better Future	$10,000,000	
Mitigation	**$76,396,000**	**13%**
Better Future Match and Mitigation	$76,396,000	
Planning	**$10,000,000**	**2%**
Planning for a Better Future	$10,000,000	
Administration	**$29,285,200**	**5%**
Administrative Costs	$29,285,200	
Total	**$585,704,000**	**100%**

Table 21: Grantee Administration Activity Overview

Eligible Cost Category	CDBG-DR Allocation Amount	% of CDBG-DR Allocation	Estimated % to CDBG-DR Mitigation Set-aside	Estimated % to HUD identified MID Areas	Estimated % to LMI
Administration	$29,285,000	5%			
Planning	$10,000,000	2%	50%		
Housing	$305,000,000	52%	0%	100%	77%
Infrastructure	$130,022,800	22%	0%	100%	60%
Economic Revitalization	$25,000,000	4%	0%	100%	70%
Public Service	$10,000,000	2%	0%	100%	100%
CDBG-DR Mitigation Set-Aside[107]	$76,396,000	13%	100%	100%	60%

[107] The CDBG-DR Mitigation allocation represents 15% of the Unmet Needs Allocation ($509,300,000), as required under Public Law 118-158 (90 FR 4761)

Pasco County's CDBG-DR investments will repair homes and infrastructure, support economic recovery, improve access to services, and strengthen resilience. All programs prioritize low- and moderate-income residents and are designed to ensure timely, compliant, and transparent recovery. The County will seek to utilize at least 70 percent of CDBG-DR funding to serve low- and moderate-income residents and businesses.

Administration

Table 22: Grantee Administration Activity Overview

Eligible Cost Category	CDBG-DR Allocation Amount	% of CDBG-DR Allocation
Administration Total:	$29,285,200	5%
Total	**$29,285,200**	**$29,285,200**

The County will utilize 5 percent of the total grant award for administration, plus 5% of any program income. This is the maximum amount permissible for administrative costs, as outlined in the Universal Notice. Eligible costs include staff time, administrative expenses, and other costs related to developing, managing, and overseeing the Action Plan, CDBG-DR grant setup, and resilience and recovery programs. This includes financial certifications, unmet needs analysis, capacity assessment, technical assistance, monitoring, environmental reviews, grant reporting including DRGR, quarterly reports and other activities per 24 CFR 570.206.

Planning

Table 23: Grantee Planning Activity Overview

Eligible Cost Category	CDBG-DR Allocation Amount	% of CDBG-DR Allocation
Planning Activity Number One	**$10,000,000**	**2%**
Total:	**$10,000,000**	**2%**

Pasco County will engage in a range of planning activities to guide our recovery efforts and help us achieve a more sustainable and resilient County. The proposed planning activities include disaster preparedness/hazards plans, local recovery and development plans, feasibility and mitigation studies as well as capacity building for our non-profit community and local governments to assist with recovery and enhancing quality of life for residents.

In one such activity, Pasco County will launch an Innovative Housing Planning Initiative to catalyze integration of advanced building technologies and resilient site strategies into its new construction and recovery efforts as well as housing development best practices. This initiative will leverage CDBG-DR Planning Funds to support public-private partnerships and design community-scale demonstration projects that advance construction innovation, energy efficiency, and long-term resilience and affordability.

Pilot housing projects and planning efforts will focus on, but are not limited to:

1. **Modular & Prefabricated Housing:** To accelerate rebuilding timelines and expand affordable housing options, while maintaining high standards for quality, durability, and energy efficiency.
2. **Resilient Building Materials:** Including concrete panel systems, 3-D printed components, and other durable, storm-resistant technologies capable of withstanding extreme weather and reducing lifecycle maintenance costs.

3. **Manufactured Housing Efficiency**: Including the review of current codes and requirements used by the County and best practices from the State and Nation for improved standards that builds resiliency and improves health and safety.
4. **Water and Energy Efficiency:** Employing advanced systems such as smart grids, passive cooling designs, greywater reuse, and stormwater-resilient infrastructure that reduce environmental impact, decrease operating costs for the County, and lower utility expenses for homeowners and renters.
5. **Housing Development Best Practices:** Provide strategies and standards to improve housing affordability, conditions, and availability in Pasco County for vulnerable populations.

In addition to addressing long-term housing needs, the Planning program will serve as a platform for local economic development and workforce capacity-building by partnering with economic development organizations to foster economic revitalization and growth in the County and technical schools, trade unions, and innovative construction firms to train and employ Pasco County residents in high-demand construction fields.

Housing

Housing Programs Overview

Table 24: Grantee Housing Programs Overview

Eligible Cost Category	CDBG-DR Allocation Amount	% of CDBG-DR Allocation for LMI Benefit
Housing Program Number One	$155,000,000	70%
Housing Program Number Two	$50,000,000	80%
Housing Program Number Three	$100,000,000	85%
Housing Program Total:	**$305,000,000**	**77%**

Grantee Housing Program Number One

Program Title: Housing for a Better Future – Repair, Reconstruction and Elevation (RRE)

Amount of CDBG-DR Funds Allocated to this Program: $155,000,000

Eligible Activities

- Repair, Reconstruction, and Elevation of Residential Structures (1-4 Units)
- Repair, Reconstruction, and Elevation of Rental Housing Units (1-4 units)
- Reimbursement of Disaster Recovery Expenses for Homeowners
- Demolition and clearance of blighted structures
- Residential Buyout and relocation
- Acquisition of Real Property (with redevelopment allowed)
- Payment of Non-Federal Share

All activities are authorized under the Housing and Community Development Act (HCDA) Section 105(a)(4) (42 U.S.C. 5305(a)(4)) 24 CFR 570.202 (eligible repair and preservation activities), and FRN-6489-N-01. Only properties damaged by Hurricanes Idalia, Helene, and Milton are considered for eligibility.

National Objective: Low- and Moderate-Income Housing (LMH) (24 CFR 570.208(a)(3)), Elimination of Slum or Blight (24 CFR 570.208(b)(2), and Urgent Need (FR-6489-N-01 and 24 CFR 570.208[c])

Lead Agency and Distribution Model: Pasco County is the lead agency and Responsible Entity for administering Housing for a Better Future Repair, Reconstruction, and Elevation Program. The County is procuring an implementation vendor to support this program. The County will accept applications from income qualified residents whose homes were impacted by Hurricanes Idalia, Helene or Milton.

Program Description: Based on the evaluation of FEMA IA data and public engagement activities, Pasco County has determined that housing repair, reconstruction and elevation is required to address unmet needs resulting from Hurricanes Idalia, Helene, and Milton. Additionally, homeowners may have incurred expenses for eligible construction costs that exceeded available assistance prior to the start of the Better Future Program, which may be eligible for reimbursement. Pasco County anticipates that approximately 1,600 households will seek assistance to make repairs or to reconstruct or replace their homes and approximately 500 households will seek reimbursement. Pasco County will monitor program subscription closely to evaluate progress against expected outcomes and ensure programs are not oversubscribed given funding limitations. The County will use a phasing criteria established within our policies and procedures.

All newly constructed, replaced, or repaired housing units must incorporate disaster resilience measures to provide better outcomes in a major storm. Activities funded under this program may include:

- Repair existing structures, including substantial repair to bring the property up to local codes and standards.
- Making energy efficiency improvements through insulation, new windows and doors, and other similar improvements.
- Installing handicapped accessibility aids, such as grab bars and ramps.
- Repairing or replacing key components of the home - including hurricane damaged roofs, windows, water systems, septic tanks, air conditioning, wells, windows, electrical, and plumbing systems.
- Demolishing and re-building a unit in substantially the same manner, including elevating homes which are substantially damaged in special flood hazard areas.
- Demolishing unsafe and blighted housing structures.
- Reimbursing eligible costs for repairing, reconstructing, or demolishing homes damaged by a qualifying disaster.
- Residential Buyout and relocation of households in substantially damaged/destroyed housing, particularly repetitively flooding sites.
- Payment of the non-federal share (match requirement) for residential housing improvements – including elevation and resiliency upgrades.

All repair and reconstruction activities will comply with all applicable HUD, State, County, and local building codes and requirements. Pasco County will define “not suitable for repair” in the program guidelines to determine eligibility for reconstruction or replacement assistance. Reimbursement costs must be associated with eligible activities performed prior to application for CDBG-DR assistance and properly documented by the homeowner and/or verified using program-approved cost estimation software. Repairs must be completed at the time of application to qualify for reimbursement.

Pasco County understands that homeowners are in various stages of their rebuilding process and has created a program that will assist eligible homeowners at different stages of their recovery efforts. The County will reimburse homeowners for eligible costs for the repair, replacement, or elevation of storm damaged homes subject to all eligibility criteria and availability of funds.

Pasco County is aware of private not-for-profit entities who leverage private sector resources to work with impacted homeowners and provide short-term bridge loans to repair damage to impacted homes. These organizations are familiar with CDBG-DR regulations and cross-cutting requirements (such as duplication of benefits and environmental regulations) and can provide assistance to help homeowners remain in their home and complete repairs quickly. Homeowners who choose to work with these entities may be eligible for reimbursement of their short-term bridge loans through the Housing for a Better Future Program, RRE.

In all cases, assistance is subject to meeting program eligibility requirements (such as verification of storm damage, income qualification, ownership, etc.) and the availability of funds.

Eligible Geographic Areas: Pasco County, FL has been designated an MID area.

Other Eligibility Criteria:

For Single Family Homeowners:

- Applicants must have owned the home as a primary resident at the time of the qualifying event.
- Damage must be tied back to one of the 2023-24 hurricanes.
- Household income must be at or below 80% of the Area Median Income for LMI or at or below 120% for UN households.
- Property taxes and mortgage (if applicable) must be current or on a payment plan.
- The property must be a residential structure (1-4 unit owner-occupied) and located in Pasco County. Homes in a Special Flood Hazard Area will be eligible only if they adhere to federal flood insurance and elevation requirements.
- Homeowners will be required to maintain flood insurance if the property is in a floodplain
- Duplication of benefits will be reviewed: Applicants must disclose any insurance, FEMA, SBA, or other assistance received for home repair, and any duplicative funds must be appropriately deducted from the CDBG-DR award (per Stafford Act and HUD requirements).

For Small Rental properties, landlords must demonstrate eligibility in the following areas:

- Applicant landlords must have owned the property at the time of the qualifying event.
- Damage must be tied back to one of the 2023-24 hurricanes.
- Property taxes and mortgage (if applicable) must be current or on a payment plan. Applicants must not be in bankruptcy or foreclosure.
- The property must be a residential structure (1-4 unit) and located in Pasco County. Homes in a SFHA will be eligible only if they adhere to federal flood insurance and elevation requirements.
- Rental unit owners will be required to maintain flood insurance if the property is in a floodplain.
- Duplication of benefits will be reviewed: Applicants must disclose any insurance, FEMA, SBA, or other assistance received for repair, and any duplicative funds must be appropriately deducted from the CDBG-DR award (per Stafford Act and HUD requirements).

- Agree to 5 year affordability period for rental housing, forgivable at 20% annually and that owners will comply with HUD rental housing requirements (including but not limited to income eligibility, rent levels, leasing, tenant protections, and property conditions) as detailed in the program housing guidelines.

For match activities (payment of non-federal share) associated with housing mitigation, eligibility criteria – listed in order of importance – include:

1. Applicants must demonstrate they have been deemed eligible and approved for in-kind programs with an outstanding cost-share match requirement. Additional eligibility requirements will be outlined in program policies and procedures.
2. Duplication of benefits will be reviewed: Applicants must disclose any leveraged funding or other duplicative benefits, and any duplicative funds must be appropriately deducted from the CDBG-DR award (per Stafford Act and HUD requirements). After national objective eligibility, prioritization will be based on federal guidance.

Maximum Amount of Assistance Per Beneficiary: The maximum total award (not including activity delivery costs) is $430,000. The following maximum amounts for reimbursement, repair, and reconstruction awards apply:

- Reimbursement: $75,000
- Repair: $175,000
- Reconstruction: $330,000
- Additional Cost of Elevation of Reconstructed Home: $100,000 above the Repair and Reconstruction maximum amounts detailed above.

The program may review and approve case-by-case exceptions to maximum total award and activity level award amounts when necessary to ensure cost reasonableness, comply with applicable federal accessibility requirements or floodplain standards, or provide a reasonable accommodation for a person with disabilities.

Maximum Income of Beneficiary: Household income must be at or below 80% of the Area Median Income for LMI or at or below 120% for UN households.

Mitigation Measures: While this program will not count towards Pasco County's mitigation set-aside, the program will rehabilitate, replace and reconstruct homes in a manner that makes them more resilient to future disasters. Mitigation measures will be incorporated into construction activities where determined to be necessary and cost reasonable, in accordance with applicable HUD guidance and local code requirements, and program goals for increased resilience.

Reducing Impediments for Assistance: The Housing for a Better Future Program is available to all Pasco County homeowners and landlords of small residential complexes who have been impacted by Hurricanes Idalia, Helene, or Milton. Intake for the program will be accessible to individuals with disabilities and communication assistance will be provided upon request. The program will follow its Limited English Proficiency policies. Pasco County will identify potential CDBG-DR beneficiaries through evaluation of data and will implement a targeted community outreach and engagement campaign to ensure broad program participation. All Pasco County residents will have access to the application process and the County will seek to streamline application processes to improve delivery. Program staff will be trained on program requirements and customer relations to improve the efficiency and effectiveness of the program's delivery. By coordinating with other federal, state and local agencies, the program will reduce impediments for assistance by coordinating resources and avoid duplication of benefits, streamlining the process for applicants who may be eligible for multiple types of assistance and leverage local knowledge and networks for more effective program delivery.

Grantee Housing Program Number Two

Program Title: Housing for a Better Future - Manufactured Housing Replacement (MHR) Program

Amount of CDBG-DR Funds Allocated to this Program: $50,000,000

Eligible Activities:

- Repair, replace, and elevate Single-Family Owner-Occupied Manufactured, Mobile, or Modular Housing
- Reimbursement of Disaster Recovery Expenses for Homeowners
- Demolition and clearance of blighted structures
- Residential Buyout and relocation (with redevelopment allowed)
- Payment of Non-Federal Share

All activities are authorized under the Housing and Community Development Act (HCDA) Section 105(a)(4) (42 U.S.C. 5305(a)(4)) 24 CFR 570.202 (eligible rehabilitation and preservation activities), and applicable federal guidance, waiver, or alternative requirement. Only properties damaged by Hurricanes Idalia, Helene, and Milton are considered for eligibility

National Objective: Low- and Moderate-Income Housing (LMH) (24 CFR 570.208(a)(3)), Elimination of Slum or Blight (24 CFR 570.208(b)(2), and Urgent Need (FR-6489-N-01 and 24 CFR 570.208[c])

Lead Agency and Distribution Model: Pasco County is the lead agency and Responsible Entity for administering Housing for a Better Future Repair, Reconstruction and Elevation Program. The County is procuring an implementation vendor to support this program. The County will accept applications from income qualified residents whose homes were impacted by Hurricanes Idalia, Helene or Milton.

Many low-income and Senior residents of Pasco County lived in mobile or manufactured homes that were severely damaged or destroyed by the hurricanes. Older mobile homes, in particular, proved unable to withstand the high winds and flooding – they were inundated, blown off foundations, or otherwise made uninhabitable. Traditional repair programs may not be cost-effective for these units, and often the best solution is to replace the old mobile home with a new, safer manufactured or modular home. The Manufactured Housing Replacement Program will provide eligible households with a new manufactured housing unit to replace their disaster-damaged one. This ensures those families have a secure and resilient home for the future, rather than living in unsafe structures or being displaced.

Program Description: Based on the evaluation of FEMA IA data and community engagement, Pasco County has determined that housing repair, replacement, and elevation is required to address unmet needs resulting from Hurricanes Idalia, Helene, and Milton. Additionally, homeowners may have incurred expenses for eligible construction costs that exceeded available assistance prior to the start of the Better Future Program. Pasco County anticipates that approximately 450 households will seek assistance to repair or replace their mobile homes and approximately 100 households will seek reimbursement. Pasco County will monitor program subscription closely to evaluate progress against outcomes and ensure programs are not oversubscribed given funding limitations

All replaced housing units must incorporate disaster resilience measures to provide better outcomes in a major storm. Activities funded under this program may include:

Repairs to Manufactured Housing

- Making energy efficiency improvements through insulation, new windows and doors, and other similar improvements – as required for repair projects.
- Installing handicapped accessibility aids, such as grab bars and ramps.
- Repairing or replacing key components of the home - including hurricane damaged roofs, windows, water systems, septic tanks, air conditioning, wells, windows, electrical, and plumbing systems – as required for repair projects.
- Payment of the non-federal share (match requirement) for residential housing improvements – including elevation and resiliency upgrades.

Replacing Manufactured Housing

- Replacing storm-damaged structures with HUD- and code-compliant MHUs, including transport and connection to utilities.
- Demolishing and replacing units in substantially the same manner, including elevating homes which are substantially damaged in special flood hazard areas on owned land or relocating and replacing units on leased land.
- Demolishing unsafe and blighted housing structures
- Covering all eligible and reasonable costs including unit purchase, delivery, installation, permits, utility reconnection, steps, skirting, and tie-downs.
- Installing handicapped accessibility aids, such as grab bars and ramps;
- Reimbursing eligible costs for rehabilitating, reconstructing, or demolishing homes damaged by a qualifying disaster.
- Residential buyout and relocation (with redevelopment allowed).
- Payment of the non-federal share (match requirement) for residential housing improvements – including elevation and resiliency upgrades.

All repair and replacement activities will comply with all applicable HUD, State, County, and local building codes and requirements. Pasco County will define “not suitable for repair” (NSFR) in the program guidelines to determine eligibility for relocation and replacement assistance. Reimbursement costs must be associated with code-compliant activities performed prior to application for CDBG-DR assistance and properly documented by the homeowner and/or verified using program-approved cost estimation software. Repairs must be completed at the time of application to qualify for reimbursement.

Pasco County understands that homeowners are in various stages of their rebuilding process and has created a program that will assist eligible homeowners at different stages of their recovery efforts. The County will reimburse homeowners for eligible costs for the replacement or elevation of storm damaged homes subject to all eligibility criteria and availability of funds.

Pasco County is aware of private not-for-profit entities who leverage private sector resources to work with impacted homeowners and provide short-term bridge loans to repair damage to impacted homes. These organizations are familiar with CDBG-DR regulations and cross-cutting requirements (such as duplication of benefits and environmental regulations) and can provide assistance to help homeowners remain in their home and complete repairs quickly. Homeowners who choose to work with these entities may be eligible for reimbursement of their short-term bridge loans through the Housing for a Better Future Program.

In all cases, assistance is subject to meeting program eligibility requirements (such as verification of storm damage, income qualification, ownership, etc.) and the availability of funds.

Eligible Geographic Areas: Pasco County, FL has been designated a MID area.

Other Eligibility Criteria:

- Applicants must have owned the home as a primary resident at the time of the qualifying event.
- Damage must be tied back to one of the 2023-24 hurricanes.
- Eligible repairs would not exceed $35,000 per unit
- Household income must be at or below 80% of the Area Median Income
- If the applicant does not own the land (e.g. leased land in a mobile home park), the site must be able to accept a new unit (or the program may assist with relocating the applicant to another park or site in Pasco County). The park owner's cooperation or a lease for the lot may be required.
- The new unit provided will generally be of similar type/size (e.g. a single-wide or double-wide manufactured home) as appropriate for the household and allowable on the site, up to program cost limits. The applicant must agree to accept the replacement unit type offered.
- Property taxes, lot rent, and/or mortgage (as applicable) must be current or on a payment plan.
- The property must be a residential structure located in Pasco County. Homes in a Special Flood Hazard Area will be eligible only if they adhere to federal flood insurance and elevation requirements.
- Homeowners will be required to maintain flood insurance if the property is in a floodplain.

Duplication of benefits will be reviewed: Applicants must disclose any insurance, FEMA, SBA, or other assistance received for home repair, and any duplicative funds must be appropriately deducted from the CDBG-DR award (per Stafford Act and HUD requirements). After income eligibility, prioritization will be based on federal guidance.

For match activities (payment of non-federal share) associated with housing mitigation, eligibility criteria – listed in order of importance – include:

1. Applicants must demonstrate they have been deemed eligible and approved for in-kind programs with an outstanding cost-share match requirement. Additional eligibility requirements will be outlined in program policies and procedures.
2. Duplication of benefits will be reviewed: Applicants must disclose any leveraged funding or other duplicative benefits, and any duplicative funds must be appropriately deducted from the CDBG-DR award (per Stafford Act and HUD requirements). After national objective eligibility, prioritization will be based on federal guidance.

Maximum Award Amount: The maximum total award (not including activity delivery costs is $240,000. The following maximum amounts for reimbursement, repair and replacement awards apply:

- Reimbursement: $25,000
- Repair: $30,000
- Replacement: Single-wide manufactured home $163,000
- Double-wide manufactured home $225,000

The program may review and approve case-by-case exceptions to maximum total award and activity level award amounts when necessary to ensure cost reasonableness, comply with applicable federal accessibility requirements or floodplain standards, or provide a reasonable accommodation for a person with disabilities.

Maximum Income of Beneficiary: Household income must be at or below 80% of the Area Median Income for LMI or at or below 120% for UN households.

Mitigation Measures: While this program will not count towards Pasco County's mitigation set-aside, the program will replace homes in a manner that makes them more resilient to future disasters. Mitigation measures will be incorporated into construction activities where determined to be necessary and cost reasonable, in accordance with applicable HUD guidance and local code requirements, and program goals for increased resilience.

Reducing Impediments for Assistance: The Housing for a Better Future Program is available to all Pasco County homeowners who have been impacted by Hurricanes Idalia, Helene, or Milton. Intake for the program will be accessible to individuals with disabilities and communication assistance will be provided upon request. The program will follow its Limited English Proficiency policies. Pasco County will identify potential CDBG-DR beneficiaries through evaluation of data and will implement a targeted community outreach and engagement campaign to ensure broad program participation. All Pasco County residents will have access to the application process and the County will seek to streamline application processes to improve delivery. Program staff will be trained on program requirements and customer relations to improve the efficiency and effectiveness of the program's delivery. By coordinating with other federal, state and local agencies, the program will reduce impediments for assistance by coordinating resources and avoid duplication of benefits, streamlining the process for applicants who may be eligible for multiple types of assistance and leverage local knowledge and networks for more effective program delivery.

Grantee Housing Program Number Three

Program Title: Better Future New Construction – Affordable Housing Development

Amount of CDBG-DR Funds Allocated to this Program: $100,000,000

Eligible Activities:

- Acquisition of real property
- Acquisition/redevelopment of mobile home parks
- New Construction of Residential Structures (minimum number of units will be required per applicant)
- New construction of Rental Housing Units (1-4 units and 5 or more units)
- Disposition of real property acquired
- Provision of Homeownership assistance (such as downpayment and closing cost assistance)
- Demolition and clearance of blighted structures
- Residential and Commercial Buyout and relocation (with redevelopment allowed)

All activities are authorized under the Housing and Community Development Act (HCDA) Sections 105(a)(1), 105(a)(4), and 105(a)(7), 24 CFR 570.201 and 24 CFR 570.202, and applicable federal guidance, waiver, or alternative requirement. Only properties damaged by Hurricanes Idalia, Helene, and Milton are considered for eligibility.

Connection to Unmet Needs: Pasco County has been experiencing an affordable housing crisis with a deficit of nearly 36,000 units for those at 80% or below the Area Median Income. Hurricanes Idalia, Helene, and Milton caused widespread damage to housing, displacing thousands of residents. About 77.3% of households are owner-occupied, and 22.7% of Pasco's households are renters. Homeowners impacted by the storms face a significant challenge in rebuilding their homes with updated building codes and elevation requirements, Although the

percentage of renters is less than homeowners, challenges remain for this population. Renters forced out of unlivable units struggled to find alternate affordable housing in an already tight rental market. Many do not have contents insurance and landlords are slow to respond to repairs and refunds of deposits,

National Objective: Low- and Moderate-Income Housing (LMH) (24 CFR 570.208(a)(3) and Urgent Need (FR-6489-N-01 and 24 CFR 570.208[c]) up to 120 percent of AMI (for homeownership assistance).

Lead Agency and Distribution Model: Pasco County is the responsible entity (RE) assuming the authority for the decision making and completion of the environmental review per 24 CFR 58.4. Pasco County's Office of Disaster Recovery Resources is the lead agency for administering the New Construction – Affordable Owner-Occupied and Rental Housing Units. The County is procuring an implementation vendor to support this program. The County will issue a competitive Notice of Funding Availability (NOFA) or similar solicitation for proposals from qualified developers and/or non-profits to carry out specific housing projects. The distribution model is competitive and project-based: funds are awarded to projects that meet program criteria and can execute timely. If needed, the County may also directly procure a development partner or manage construction itself.

Program Description: This program addresses the situation where repairing existing homes alone is not sufficient to meet housing recovery needs. In Pasco County, the hurricanes not only damaged individual homes but also exacerbated an already tight housing market by displacing families and reducing the stock of habitable, affordable units. Some neighborhoods saw extensive destruction where entire homes (especially older ones or mobile homes) were wiped out. Additionally, even before the storms, Pasco faced shortages of affordable housing; the disasters intensified that shortage by driving up demand and costs for the remaining units. The New Construction Program is a forward-looking recovery strategy: it will create new affordable housing – both for homeowners and renters – to replace what was lost, provided much needed housing supply for LMI households, and ensure that low-income survivors have viable housing options rather than being permanently displaced.

Examples of what this program will do include:

- Building a new small subdivision of single-family homes or infill housing on scattered sites on vacant or acquired land with reduced flood risk for households particularly those whose previous homes (perhaps in a floodplain) were destroyed and or bought out.
- Acquiring newly built housing in reduced flood risk areas for sale to or rent by LMI households.
- Acquiring a mobile home park flooded out by the hurricanes and redeveloping the property with sustainable and wind resistant modular or innovative affordable housing.
- Household income must be at or below 80% of the Area Median Income for LMI or at or below 120% for UN households.
- Provide homeownership assistance (such as but not limited to downpayment and/or closing cost assistance) to eligible homebuyers.
- Residential Buyout and relocation of households in substantially damaged/destroyed housing.
- Constructing new multifamily rental housing units in reduced flood risk areas.
- Partnering with a non-profit organization to build affordable housing that will be sold to eligible LMI families who had been renting and are burdened by increased housing costs.

This program also helps deconcentrate risk: if certain high-risk areas (like repetitive flood zones) are being depopulated as a result of recent disasters, new housing can be built in lower-risk areas, reducing future disaster exposure for those residents – aligning with Pasco Better Future and mitigation goals.

From an economic standpoint, constructing new housing also stimulates the local economy and creates construction jobs, contributing to overall recovery. Our main metric for success is providing safe, affordable homes for people who would otherwise struggle to find a place to live in Pasco's post-disaster housing market.

To expand housing opportunities for Pasco's workforce and vulnerable populations, the County will implement strategic land acquisition and community development initiatives. These efforts will support the development of affordable homeownership opportunities through models such as community land trusts (CLTs). Pasco will prioritize the acquisition and retention of land to increase the supply of new housing types, including single-family homes, townhomes, duplexes, and other "gentle density" infill housing formats that align with the County's housing needs.

In addition, the County will evaluate currently approved and permitted market-rate developments located within HUD-approved MID areas. Where feasible, the County will establish agreements with developers to acquire a portion of land or units within these developments to serve low- and moderate-income (LMI) households, ensuring that affordable housing is interspersed within mixed-income and market-rate communities.
The County will coordinate with Planning Program initiatives to support the development of demonstration and pilot projects that integrate resilient, cost-effective, and innovative construction methods.

Eligible Geographic Areas: Pasco County, FL has been designated a MID area.

Other Eligibility Criteria: Eligible applicants to receive funding under this program (for the purpose of carrying out a project) include non-profit housing developers, for-profit developers, local public housing authorities, or other entities with capacity to construct housing. These partners will apply to develop specific housing units benefiting the target population. Eligibility criteria – listed in order of importance – include:

- Disaster Tie-Back: Developers must show how the project addresses an unmet disaster-related housing need.
- Affordability Commitments: Rental projects will be required to maintain affordability depending on the project and investment and detailed in the county's housing guidelines. Affordability will be imposed by a deed restriction, a covenant running with the land, an agreement restricting the use of the property, or other mechanisms approved by HUD and must give the grantee or recipient the right to require specific performance (except that the grantee may provide that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure). Compliance will be monitored via annual reports on tenant incomes and rents. For ownership, the buyers must be income-eligible at purchase.
- Project Feasibility: Proposed projects must have a feasible development plan, including a realistic budget, timeline, and (for rentals) an operating pro forma demonstrating financial viability with affordable rents. The program will not fully fund large projects alone; developers should leverage other funding (LIHTC, private financing, insurance proceeds if rebuilding an asset, etc.) where possible. CDBG-DR will fill the gap to achieve the affordability or to cover storm-related added costs. Each project will undergo underwriting to ensure the amount of CDBG-DR award is cost-reasonable.
- Timing and Capacity to Proceed: Since CDBG-DR funds have expenditure deadlines, preference goes to "shovel-ready" or quickly actionable projects. Developers who already have site control (own or have an agreement on the land) and at least preliminary plans and zoning will be favored over very conceptual ideas.
- Eligible Developers: The County will vet participating developers for capacity and experience in delivering affordable housing. Developers must be in good standing (no debarments, etc.) and able to comply with federal requirements (Davis-Bacon labor standards for projects with 8+ units, Section 3 economic opportunities for low-income persons, etc.).

- Beneficiary Selection: Homeownership units will be marketed to income-eligible households, with a preference likely given to households affected by the storms (e.g., people who lost their prior homes or were renters displaced by a qualifying event). Buyers will be required to complete homebuyer education. Rental projects will follow HUD rental housing requirements as detailed in the county's housing guidelines.
- Compliance with Uniform Relocation Act (URA): If the project involves acquiring property with existing occupants (or businesses) to demolish and rebuild housing, URA requirements for notice and relocation assistance apply.

Duplication of benefits will be reviewed: Applicants must disclose any insurance, FEMA, SBA, or other assistance received for home repair, and any duplicative funds must be appropriately deducted from the CDBG-DR award (per Stafford Act and HUD requirements). After income eligibility, prioritization will be based on federal guidance.

Maximum Amount of Assistance Per Project: The maximum total award is $100,000,000. The total amount awarded to one or more subrecipients will be dependent on the service being provided - subject to assessment of cost-reasonableness.

Maximum Income of Beneficiary: For owner-occupied units, homebuyers will be LMI (≤80% AMI at purchase). For rental developments, at least 51% of the units will be restricted to LMI households at affordable rents.

The County anticipates ensuring that 100% of CDBG-DR–assisted units meet the LMI benefit in most projects (with any non-LMI units possibly financed by other sources). If mixed-income developments are pursued, CDBG-DR funds will only pay for the proportion of units that are LMI-restricted. The primary objective is to expand affordable housing for LMI residents, so the LMH national objective will be the guiding criterion.

Mitigation Measures: While this program will not count towards Pasco County's mitigation set-aside, the program will newly construct homes in a manner that makes them more resilient to future disasters. Mitigation measures will be incorporated into construction activities where determined to be necessary and cost reasonable, in accordance with applicable HUD guidance and local code requirements, and program goals for increased resilience.

Reducing Impediments for Assistance: This new construction program will involve multiple stakeholders (including homeowners, renters, and developers), and the County will take steps to ensure that low-income households can access the housing produced. Intake for the program will be accessible to individuals with disabilities and communication assistance will be provided upon request. The program will follow its Limited English Proficiency policies. Pasco County will identify potential CDBG-DR beneficiaries through evaluation of data and will implement a targeted community outreach and engagement campaign to ensure broad program participation. The County will seek to streamline application processes through its program provider to improve delivery. Program and housing management staff will be trained on program requirements and customer relations to improve the efficiency and effectiveness of the program's delivery. By coordinating with other federal, state and local agencies, the program will leverage local knowledge and networks for more effective program delivery.

Infrastructure

Infrastructure Programs Overview

Table 25: Grantee Infrastructure Programs Overview

Eligible Cost Category	CDBG-DR Allocation Amount	% of CDBG-DR Allocation for LMI Benefit
Infrastructure Program Number One	$100,022,800	60%
Infrastructure Program Number Two	$30,000,000	60%
Infrastructure Program Total:	**$130,022,800**	**60%**

Grantee Infrastructure Program Number One

Program Title: Critical Infrastructure Resilience Program

Amount of CDBG-DR Funds Allocated to this Program: $100,022,800

Eligible Activities:

- Acquisition of Real Property
- Public Facilities and Infrastructure Improvements
- Clearance, Demolition, Rehabilitation, and Reconstruction of Publicly Owned Buildings
- Payment of Non-Federal Share

All activities are authorized under the Housing and Community Development Act (HCDA) Sections 105(a)(1), 105(a)(2), 105(a)(4), 105(a)(14), and 105(a)(16), 24 CFR 570.201 and 24 CFR 570.202, and applicable federal guidance, waiver, or alternative requirement. Only properties damaged by or failed to function due to Hurricanes Idalia, Helene, and Milton are considered for eligibility.

National Objective Low- and Moderate-Income Area Benefit (LMA) (24 CFR 570.208(a)(1); Urgent Need (FR-6489-N-01 and 24 CFR 570.208[c])

Lead Agency and Distribution Model: Pasco County is the responsible entity (RE) assuming the authority for decision-making and completion of the environmental review per 24 CFR 58.4, as applicable. Pasco County's Office of Disaster Recovery Resources will administer the Critical Infrastructure Program, along with an implementation vendor, by selecting projects through a 1) direct allocation and 2) competitive process. In the direct allocation process, Pasco County will review county projects and select projects that meet County goals and objective as well as are eligible CDBG-DR activities. In the competitive process, Pasco County will solicit proposals for infrastructure projects from eligible entities, which include County departments and city governments in Pasco and select projects based on solicitation criteria and priorities.

Program Description: The Critical Infrastructure Program will fund the restoration and strengthening of key infrastructure systems that were damaged or stressed/failed to function by Hurricanes Idalia, Helene, and Milton. Typical projects under this program may include:

- Road repairs – fixing washouts, repaving roads damaged by debris removal equipment or floodwater, and repairing structures impacted by debris.

- Stormwater management projects are a high priority – for instance, replacing undersized culverts with larger ones, constructing new retention ponds or enlarging existing ones in neighborhoods that experienced severe flooding, dredging, and upgrading drainage pump stations with higher capacity pumps.
- Water and wastewater facilities that suffered damage or loss of function (perhaps a sewer lift station that was inundated, or water treatment components that lost power) will be rehabilitated and protected (e.g., elevating electrical controls, adding backup power).
- The program may also fund power resilience improvements for critical infrastructure, such as installing backup generators at key intersections (for traffic lights) or utility plants, especially where power outages from the storms caused cascading issues.

CDBG-DR funds may be used to satisfy a match requirement, share, or contribution to other federal programs when carrying out an eligible activity. Accordingly, Pasco County may utilize CDBG-DR funds to meet the local cost-share requirements FEMA Public Assistance (PA) and other federally assisted projects related to Hurricanes Idalia, Helene, or Milton. This ensures that vital infrastructure recovery projects are not stalled due to local matching fund constraints, accelerating repairs and strengthening resilience.

This program will coordinate with other funding sources (FEMA Public Assistance, insurance, state funds) to ensure no duplication. CDBG-DR will fill gaps and cover improvements that those sources might not fund. By focusing on critical infrastructure, the program targets those systems that are essential for public safety, health, and overall function of the community.

Eligible Geographic Areas: Pasco County, FL has been designated a MID area.

Other Eligibility Criteria Eligible units of local government or other public entities applicants will apply to repair, reconstruct, or construct critical infrastructure benefiting the County's target population. Eligibility criteria – listed in order of importance – include:

- Disaster Impact Documentation: Each project must have documentation of how it addresses damage or impact from Hurricanes Idalia, Helene, and/or Milton.
- Benefit to LMI or Urgent Community Need: Ideally, projects will be selected that benefit primarily LMI populations or meet an urgent need. The County may use scoring criteria that favors projects in LMI communities or critical facilities that serve vulnerable populations.
- Public Ownership: The infrastructure or facility to be assisted must be publicly owned (by Pasco County, a city, or a public district) or a public service infrastructure
- Environmental and Permitting Feasibility: Projects will be evaluated for feasibility – for example, any large-scale infrastructure project will need to pass environmental review (NEPA) and receive necessary permits. The program will prioritize "shovel-ready" or at least well-defined projects that can be started within a reasonable time.
- Coordination and Non-Duplication: If a project has received other federal or state funding (e.g., FEMA PA repair funds), CDBG-DR will only fund the enhancement portion or unmet need portion. Each project must provide information on any other funds available.
- Consistency with Existing Plans: Projects should be consistent with local and regional plans (e.g., Local Mitigation Strategy, capital improvement plans, comprehensive plan). This ensures that CDBG-DR funds reinforce planned recovery and mitigation efforts
- Maintenance Commitment: The local agency responsible for the infrastructure must commit to maintain the improvements after completion.

Duplication of benefits will be reviewed: Applicants must disclose any leveraged funding or other duplicative benefits, and any duplicative funds must be appropriately deducted from the CDBG-DR award (per Stafford Act and HUD requirements). After national objective eligibility, prioritization will be based on federal guidance.

Maximum Amount of Assistance Per Subrecipient: The maximum total award is $100,022,800. The total amount awarded to one or more subrecipients will be dependent on the service being provided - subject to assessment of cost-reasonableness.

Maximum Income of Subrecipient: N/A

Mitigation Measures: Critical infrastructure projects will be conducted in a manner that makes them more resilient to future disasters. Mitigation measures will be incorporated into construction activities where determined to be necessary and cost-reasonable, in accordance with applicable HUD guidance and local code requirements, and program goals for increased resilience

Reducing Impediments for Assistance: The Critical Infrastructure Program is available to assist infrastructure that has been impacted by Hurricanes Idalia, Helene or Milton. The Program will enhance access to disaster risk reduction resources for communities vulnerable to hazards by promoting community-driven approaches to new investments in infrastructure. Pasco County will identify potential CDBG-DR subrecipients through evaluation of data and will implement a targeted community outreach and engagement campaign to ensure broad program participation. All eligible entities will have access to the application process.

Grantee Infrastructure Program Number Two

Program Title: Public Facilities Program

Amount of CDBG-DR Funds Allocated to this Program: $30,000,000

Eligible Activity(ies):

- Acquisition of Real Property
- Public Facilities including but not limited to community centers, emergency shelters, transitional housing and Improvements
- Payment of Non-Federal Share
- Clearance, Demolition, Rehabilitation, and Reconstruction of Buildings

All activities are authorized under the Housing and Community Development Act (HCDA) Sections 105(a)(1), 105(a)(2), 105(a)(4), 105(a)(14), and 105(a)(16), 24 CFR 570.201 and 24 CFR 570.202, and applicable federal guidance, waiver, or alternative requirement. Only properties damaged by Hurricanes Idalia, Helene, and Milton are considered for eligibility.

National Objective: Low- and Moderate-Income Area Benefit (LMA) (24 CFR 570.208(a)(1); Urgent Need (FR-6489-N-01 and 24 CFR 570.208[c])

Lead Agency and Distribution Model: Pasco County is the responsible entity (RE) assuming the authority for decision-making and completion of the environmental review per 24 CFR 58.4, as applicable. Pasco County's Office of Disaster Recovery Resources will administer the Public Facilities, along with an implementation vendor, by selecting projects through a 1) direct allocation and 2) competitive process. In the direct allocation process, Pasco County will review county projects and select projects that meet County goals and objective as well as are

eligible CDBG-DR activities. In the competitive process, Pasco County will solicit proposals for infrastructure projects from eligible entities, which include County departments and city governments in Pasco and select projects based on solicitation criteria and priorities.

Program Description: The Public Facilities Program recognizes that community recovery is not just about homes and roads, but also about the places where people gather, receive services, and obtain help. Hurricanes Helene and Milton disrupted many of these facilities: for instance, some neighborhood community centers and parks were used for emergency response and then found to be damaged; some fire/rescue stations had flooding that ruined equipment; a public clinic may have experienced roof damage that forced it to relocate temporarily. These damages can strain the recovery by limiting access to services (like a closed library meaning students have nowhere for after-school programs, etc.). This program will restore those public facilities to full function and correct any failure by the facility to function at full operations.

CDBG-DR funds may be used to satisfy a match requirement, share, or contribution to other federal programs when carrying out an eligible activity. Accordingly, Pasco County may utilize CDBG-DR funds to meet the local cost-share requirements FEMA Public Assistance (PA) and other federally assisted projects related to Hurricanes Idalia, Helene, or Milton. This ensures that vital public facility recovery projects are not stalled due to local matching fund constraints, accelerating repairs and strengthening resilience.

This program will coordinate with other funding sources (e.g., FEMA Public Assistance, insurance, state funds, etc.) to ensure no duplication. CDBG-DR will fill gaps and cover improvements that those sources might not fund. This Program will target public facilities that are essential for public safety, health, and overall function of the community.

Eligible Geographic Areas: Pasco County, FL has been designated a MID area.

Other Eligibility Criteria: Eligible applicants (units of local government or other public entities, non-profit, institutional) will apply to repair, reconstruct, or construct public facilities benefiting the County's target population. Eligibility criteria – listed in order of importance – include:

- Disaster Impact Documentation: Each project must have documentation of how it addresses damage or impact from Hurricanes Idalia, Helene, and/or Milton.
- Public Use: The facility must be open to the general public or a specific segment of the public.
- Benefit to LMI or Urgent Community Need: Ideally, projects will be selected that benefit primarily LMI populations or meet an urgent need. The County may use scoring criteria that favors projects in LMI communities or critical facilities that serve vulnerable populations.
- Environmental and Permitting Feasibility: Projects will be evaluated for feasibility – for example, any large-scale infrastructure project will need to pass environmental review (NEPA) and receive necessary permits. The program will prioritize "shovel-ready" or at least well-defined projects that can be started within a reasonable time.
- Capacity for Completion: For non-County subrecipients, an eligibility factor is capacity – the entity must demonstrate it can properly manage a construction project in accordance with federal requirements or partner with the County to do so. The County might provide technical support, but if an entity is extremely limited in capacity, the County may directly manage the project on their behalf to ensure timely completion.

- Coordination and Non-Duplication: If a project has received other federal or state funding (e.g., FEMA PA repair funds), CDBG-DR will only fund the enhancement portion or unmet need portion. Each project must provide information on any other funds available.
- Consistency with Existing Plans: Projects should be consistent with local and regional plans (e.g., Local Mitigation Strategy, capital improvement plans, comprehensive plan). This ensures that CDBG-DR funds reinforce planned recovery and mitigation efforts.
- Maintenance Commitment: The local agency responsible for the infrastructure must commit to maintain the improvements after completion.

Duplication of benefits will be reviewed: Applicants must disclose any leveraged funding or other duplicative benefits, and any duplicative funds must be appropriately deducted from the CDBG-DR award (per Stafford Act and HUD requirements). After national objective eligibility, prioritization will be based on federal guidance.

Maximum Amount of Assistance Per Project: The maximum total award is $30,000,000. The total amount awarded to one or more subrecipients will be dependent on the service being provided - subject to assessment of cost-reasonableness.

Maximum Income of Subrecipient: N/A

Mitigation Measures: Public facility projects will be conducted in a manner that makes them more resilient to future disasters. Mitigation measures will be incorporated into construction activities where determined to be necessary and cost-reasonable, in accordance with applicable HUD guidance and local code requirements, and program goals for increased resilience.

Reducing Impediments for Assistance: The Public Facilities Program is available to assist facilities that have been impacted by Hurricanes Idalia, Helene, or Milton. The Program will enhance access to disaster risk reduction resources for communities vulnerable to hazards by promoting community-driven approaches to new investments in infrastructure. Pasco County will identify potential CDBG-DR subrecipients through evaluation of data and will implement a targeted community outreach and engagement campaign to ensure broad program participation. All eligible entities will have access to the application process.

Economic Revitalization

Economic Revitalization Programs Overview

Table 26: Grantee Economic Revitalization Programs Overview

Eligible Cost Category	CDBG-DR Allocation Amount	% of CDBG-DR Allocation for LMI Benefit
Economic Revitalization Program Number One	$25,000,000	70%
Economic Revitalization Program Total:	**$25,000,000**	**70%**

Grantee Economic Revitalization Program Number One

Program Title: Small Business and Non-Profit Recovery Program

Amount of CDBG-DR Funds Allocated to this Program: 25,000,000

Eligible Activity(ies):

- Economic Development Assistance to For-Profit Businesses, Micro-businesses and not for-profits
- Reimbursement of Disaster Recovery Expenses for Business and not-for-profits
- Public Facilities and Infrastructure Improvements
- Job Training

All activities are authorized under the Housing and Community Development Act (HCDA) Sections 105(a)(17) and 105(a)(22), 24 CFR 570.203, and applicable federal guidance, waiver, or alternative requirement. Only businesses impacted by Hurricanes Idalia, Helene, and Milton are considered for eligibility.

National Objective: Low- and Moderate-Income Area Benefit (LMA) (24 CFR 570.208(a)(1); Low- and Moderate-Income Jobs (LMJ) 24 CFR 570.208 (a)(4) and FR-6489- N-01 III.d.7(b) and (c); Urgent Need (FR-6489-N-01 and 24 CFR 570.208[c]); Elimination of Slum and Blight (24 CFR 570.208 (b)).

Lead Agency and Distribution Model: Pasco County is the responsible entity (RE) assuming the authority for the decision making and completion of the environmental review per 24 CFR 58.4, as applicable. Pasco County's Office of Disaster Recovery Resources will administer the Small Business Recovery Program and procure an implementation vendor and together will issue Request for Applications from non-profits and for-profit entities.

Program Description: After the hurricanes, many local businesses and non-profits, especially small and family-owned establishments, have faced challenges. Physical damages (flooded storefronts, wind-damaged signage and inventory loss from power outages) combined with downtime (weeks or months of closure) put these businesses at risk of permanent closure. While some received insurance payouts or SBA disaster loans, others did not qualify or found those sources insufficient. The Small Business Recovery Program will provide critical financial relief to bridge these gaps, ensuring that disaster-impacted businesses can get back on their feet. Funding can also be used to repair or replace structures of the business, By infusing capital for key expenses and repairs, the program helps businesses reopen faster or stay open, preserving local jobs and the vitality of commercial corridors. Direct assistance as grants or loans, to small businesses impacted by Hurricanes Helene and Milton, to enable them to recover, reopen, and retain or create jobs. Forms of assistance and eligible uses of funds may include:

- Grants or Forgivable Loans for Working Capital: Providing funds to cover operating expenses during the recovery period – e.g. rent, payroll, utilities, and other costs that the business struggles to pay due to disaster-related revenue loss.
- Reimbursement for eligible expenses incurred as a result of Hurricanes Idalia, Helene, and/or Milton.
- Machinery and Equipment: Purchasing new equipment to replace disaster-damaged equipment, or even to upgrade to more resilient equipment if appropriate.
- Replacement of Inventory and Supplies: The program can help finance the restocking of lost inventory essential for the business to resume operations.
- Repairs of physical damages to business locations
- Improvements of infrastructure and public facilities that support businesses.
- Job Training
- Technical Assistance related to recovery: Though primarily a grant program, the County may also offer technical support like financial counseling, assistance with developing a recovery plan, or navigating insurance/SBA processes.

Eligible Geographic Areas: Pasco County, FL has been designated a MID area.

Other Eligibility Criteria: Eligible applicants will apply to repair, reconstruct, or construct their small business benefiting the County's target business population. Eligibility criteria – listed in order of importance – include:

- Disaster impact documentation: Applicants must demonstrate physical damage to assets or significant economic injury directly caused by Hurricanes Idalia, Helene, and/or Milton.
- Commitment to Retain/Create Jobs: Applicants must be able to retain or rehire their employees (or add new ones) as a result of the assistance. This will be formalized by agreement. If a business had to lay off staff post-storm, it should detail how the grant will enable re-staffing.
- Small businesses must meet all established eligibility criteria, as established in program policies and procedures.
- Good Standing: Applicants should have been in operation prior to the qualifying disaster and intend to continue operations. It should also be in good standing with the County and State. We may exclude businesses with delinquent taxes or serious legal issues.

Duplication of benefits will be reviewed: Applicants must disclose any leveraged funding or other duplicative benefits, and any duplicative funds must be appropriately deducted from the CDBG-DR award (per Stafford Act and HUD requirements). After national objective eligibility, prioritization will be based on federal guidance.

Maximum Amount of Assistance Per Beneficiary: The maximum total award is $25,000,000. The total amount awarded to one or more subrecipients will be dependent on the service being provided - subject to assessment of cost-reasonableness.

Maximum Income of Beneficiary: N/A

Mitigation Measures: Small business recovery projects will be conducted in a manner that makes them more resilient to future disasters. Mitigation measures will be incorporated into construction activities where determined to be necessary and cost reasonable, in accordance with applicable HUD guidance and local code requirements, and program goals for increased resilience.

Reducing Impediments for Assistance: This program will assist small businesses impacted by Hurricanes Idalia, Helene, or Milton. Intake for the program will be accessible to individuals with disabilities and communication assistance will be provided upon request. The program will follow its Limited English Proficiency policies. Pasco County will identify potential CDBG-DR beneficiaries through evaluation of data and will implement a targeted community outreach and engagement campaign to ensure broad program participation. All eligible entities will have access to the application process, and reasonable efforts will be made to ensure access to eligible beneficiaries of CDBG-DR funded public service programs. Program staff will be trained on program requirements and customer relations to improve the efficiency and effectiveness of the program's delivery. By coordinating with other federal, state and local agencies, the program will reduce impediments for assistance by coordinating resources and avoid duplication of benefits, streamlining the process for applicants who may be eligible for multiple types of assistance and leverage local knowledge and networks for more effective program delivery.

Public Services

Public Services Programs Overview

Table 27: Grantee Public Services Programs Overview

Eligible Cost Category	CDBG-DR Allocation Amount	% of CDBG-DR Allocation for LMI Benefit	Is this Program Exempt from the 15% Public Service Cap?
Public Services Program Number One	$10,000,000	100%	No
Public Services Program Total:	$10,000,000	100%	No

Grantee Public Services Program Number One

Program Title: Public Services Program

Amount of CDBG-DR Funds Allocated to this Program: $10,000,000

Eligible Activities:

- Public Services
- Special activities by Community-Based Development Organizations (CBDOs)

All activities are authorized under the Housing and Community Development Act (HCDA) Sections 105(a)(8), 105(a)(14), and 105(a)(15), 24 CFR 570.201 and 24 CFR 570.204, and applicable federal guidance, waiver, or alternative requirement.

National Objective: Low- and Moderate-Income Area Benefit (LMA) (24 CFR 570.208(a)(1); Low- and Moderate-Income Jobs (LMJ) 24 CFR 570.208 (a)(4) and FR-6489- N-01 III.d.7(b) and (c); Limited Clientele (LMC) 24 CFR 570.208(a)(2); Urgent Need (FR-6489-N-01 and 24 CFR 570.208[c]); Elimination of Slum and Blight (24 CFR 570.208 (b)).

Lead Agency and Distribution Model: Pasco County is the responsible entity (RE) assuming the authority for decision making. Pasco County's Office of Disaster Recovery Resources will administer Public Services Program and may procure an implementation vendor. Projects will be selected through a competitive process. The County will issue a Request for Proposals (RFP) or NOFA detailing the program's scope and inviting submissions of project applications. Each proposal must describe the public service project proposed, the population served, and funding needed.

Once projects are selected, the County will enter into subrecipient agreements or inter-local agreements with the entity responsible for the project to carry it out. Agreements will outline the scope, budget, schedule, and federal compliance requirements (such as procurement, labor standards, environmental review, etc.). The County will monitor project progress and compliance. All activities are subject to HUD approval and must undergo environmental review and receive clearance before construction begins.

Program Description: The County's Public Services Program is designed to meet the human recovery needs that go beyond rebuilding physical structures. After the hurricanes, many Pasco County residents have faced challenges such as displacement, unemployment, physical and mental health strains, and bureaucratic hurdles

in getting assistance. This program will provide crucial services to help individuals and families navigate the recovery process and rebuild their lives. By addressing these needs, we ensure that the recovery is comprehensive. Key components of the program may include:

- Case Management and Navigation Services: Many residents and families need personalized help to connect them with resources for housing, employment, and financial assistance.
- Housing Counseling and Relocation Assistance: With many homes damaged, some residents and families have to find new permanent housing or deal with landlord-tenant issues. Some households chose to purchase a home and need Post Purchase Counseling.
- Financial Literacy and management– Many of our seniors and those with disabilities lost their homes and all their belongings. Special needs populations need help in how to recover from these disasters and how to manage funds going forward.
- Homeless Services and Housing – Those experiencing homelessness lost encampments, vehicles, documentation in the storms and need outreach, housing navigation and stabilization services to recover.
- Legal Services: Disasters often lead to legal problems for survivors: insurance claim denials, contractor fraud or disputes, title issues, landlord-tenant, and replacement of lost documentation.
- Health and Mental Health Services: Disasters take a toll on physical and mental health. The program will fund counseling services, such as community-based trauma counseling, support groups, or school-based mental health programs in affected areas.
- Employment and Financial Recovery Services: Many people lost income during and after the storms – including businesses that closed, work hours that were cut, and jobs that were eliminated. The program can provide targeted workforce development such as short-term job training or re-training for those whose jobs may not return. It can also assist with supportive functions such as childcare as persons work to find employment or training.
- Food Security and Basic Needs Assistance: In the wake of the hurricanes, some areas might have struggled with access to food or other essentials. While immediate disaster feeding is often covered by charities and FEMA in early phases, longer-term food insecurity can persist if incomes are reduced.

In implementing these components, the Public Services Program will remain flexible, adjusting offerings as needs evolve. Pasco County will coordinate closely with FEMA and other disaster case management programs to complement, not duplicate, their efforts. Our local non-profits often continue where FEMA leaves off, so CDBG-DR can fund that continuity.

Eligible Geographic Areas: Pasco County, FL has been designated a MID area.

Other Eligibility Criteria: Eligible applicants will apply to repair, reconstruct, or construct critical infrastructure benefiting the County's target population. Eligibility criteria – listed in order of importance – include:

- Non-profits, institutional, and governmental providers must meet all established eligibility criteria, as established in program policies and procedures.
- Operational Documentation: Entities must have been operational during one of the qualifying events (Hurricanes Idalia, Helene, and/or Milton) and must currently be operational or demonstrate ability to open and expand operations upon receiving CDBG-DR assistance.
- Consistency with existing plans: Projects should be consistent with local and regional plans (e.g., Local Mitigation Strategy, comprehensive plan). This ensures that CDBG-DR funds reinforce planned recovery and mitigation efforts.

- Coordination and non-duplication: If a project has received other federal or state funding CDBG-DR will only fund the enhancement portion or unmet need portion. Each project must provide information on any other funds available.
- Benefit to LMI or urgent community need: Ideally, projects will be selected that benefit primarily LMI populations or meet an urgent need. The County may use scoring criteria that favors projects in LMI communities or critical facilities that serve vulnerable populations.

Participants in the program must also comply with basic requirements of each service, as established in program policies and procedures. Criteria will be clearly communicated by providers. Duplication of benefits will be reviewed: Applicants must disclose any leveraged funding or other duplicative benefits, and any duplicative funds must be appropriately deducted from the CDBG-DR award (per Stafford Act and HUD requirements). After national objective eligibility, prioritization will be based on federal guidance.

Maximum Amount of Assistance Per Subrecipient: The maximum total award is $10,000,000. The total amount awarded to one or more subrecipients will be dependent on the service being provided - subject to assessment of cost-reasonableness.

Maximum Income of Subrecipient: N/A

Mitigation Measures: The provision of public services is intended to address the continuing unmet and exacerbated need caused by multiple disasters. However, access to these services is intended to provide residents with the tools necessary to better prepare for future disasters.

Reducing Impediments for Assistance: This program will assist public services impacted by Hurricanes Idalia, Helene, or Milton. Intake for the projects will be required to be accessible to individuals with disabilities and communication assistance will be provided upon request. The program and its funded projects will follow its Limited English Proficiency policies. Pasco County will identify potential CDBG-DR subrecipients through evaluation of data and will implement a targeted community outreach and engagement campaign to ensure broad program participation. All eligible entities will have access to the application process, and reasonable efforts will be made to ensure access to eligible subrecipients of CDBG-DR funded public service programs. Project staff will be trained on program requirements and customer relations to improve the efficiency and effectiveness of the program's delivery. By coordinating with other federal, state and local agencies, the program will reduce impediments for assistance by coordinating resources and avoid duplication of benefits, streamlining the process for applicants who may be eligible for multiple types of assistance and leverage local knowledge and networks for more effective program delivery.

CDBG-DR Mitigation Set-Aside

CDBG-DR Mitigation Set-Aside Programs Overview

Table 28: Grantee CDBG-DR Mitigation Set-Aside Programs Overview

Eligible Cost Category	CDBG-DR Mitigation Set Aside Allocation Amount	% of CDBG-DR Allocation for LMI Benefit	Does this Program have tie back to the disaster?
Total:	**$76,396,000**	**60%**	No

Grantee CDBG-DR Mitigation Set-Aside Program Number One

Program Title: Better Future Match and Mitigation Program

Amount of CDBG-DR Funds Allocated to this Program: $76,396,000

Eligible Activities:

- Acquisition of Real Property
- Public Facilities and Infrastructure Improvements
- Clearance, Demolition, Rehabilitation, and Reconstruction of Buildings
- Payment of Non-Federal Share

All activities are authorized under the Housing and Community Development Act (HCDA) Sections 105(a)(1), 105(a)(2), 105(a)(4), 105(a)(9), 105(a)(14), and 105(a)(16), 24 CFR 570.201 and 24 CFR 570.202, and applicable federal guidance, waiver, or alternative requirement. Only properties damaged by Hurricanes Idalia, Helene, and Milton are considered for eligibility.

National Objective: Low- and Moderate-Income Area Benefit (LMA) (24 CFR 570.208(a)(1); Urgent Need (FR-6489-N-01 and 24 CFR 570.208[c]); Elimination of Slum and Blight (24 CFR 570.208 (b)).

Lead Agency and Distribution Model: Pasco County is the responsible entity (RE) assuming the authority for the decision making and completion of the environmental review per 24 CFR 58.4, as applicable. Pasco County's Office of Disaster Recovery Resources will administer the Local Match and Mitigation Program along with an implementation vendor. Matching grants for CDBG-DR eligible activities that have been awarded by an eligible federal agency (FEMA, USDA, USACE, or FHWA) will be requested through an online application form available to eligible applicants.

Mitigation funding for Critical Infrastructures and Public Facilities will be available through a direct allocation and competitive processes similar to Infrastructure Programs One and Two, excluding disaster tie-back requirements.

Program Description: This program provides funding to address unmet housing, infrastructure, and public facilities and mitigation needs arising from Hurricanes Idalia, Helene, and Milton. It is designed to leverage and supplement other disaster recovery funds by providing the required non-federal match (cost share) for federally funded recovery and mitigation projects, and by funding additional mitigation investments in critical public assets. As authorized by the Housing and Community Development Act (HCDA) and HUD's CDBG-DR rules, CDBG-DR funds may be used to satisfy a match requirement, share, or contribution to other federal programs when carrying out an eligible activity. Accordingly, Pasco County's Non-Federal Match and Mitigation Program will utilize CDBG-DR funds to meet the local cost-share requirements FEMA Public Assistance (PA), FEMA Hazard Mitigation Grant Program (HMGP), and other projects related to Hurricanes Idalia, Helene, or Milton. This ensures that vital infrastructure and public facility recovery projects are not stalled due to local matching fund constraints, accelerating repairs and strengthening resilience.

In addition to match funding, the program will finance stand-alone mitigation projects for critical infrastructure and public facilities that address vulnerabilities to current and future risks. Hurricanes Idalia, Helene, and Milton in 2024 caused severe wind, tornado, and flood (storm surge) damage in Pasco County, impacting roads, utilities, water/wastewater systems, public buildings, emergency services facilities, and other key assets. Significant unmet needs remain in the aftermath of these storms, including needs for improved stormwater management, flood control structures, hardened emergency facilities, and other measures to protect against future similar events. By investing in infrastructure improvements and hazard mitigation measures, the program will reduce future disaster risks and enhance the resilience of these services in Pasco County.

For housing activities, match funding may be available to applicants eligible and approved for funding through other State programs with a cost-share match requirement (e.g., Elevate Florida, FDEM's Residential Mitigation Program).

Eligible Geographic Areas: Pasco County, FL has been designated a MID area.

Other Eligibility Criteria: As described in FR-6489-N-01, activities funded by additional mitigation funds do not require such a ''tie-back'' to the specific qualified disaster that has served as the basis for the grantee's allocation. Activities funded under this program will (a) meet the definition of mitigation activities; (b) address the current and future risks as identified in the grantee's mitigation needs assessment in the MID areas; (c) be CDBG-eligible activities under title I of the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (d) meet a national objective.

For activities relating to critical infrastructure and public facilities, eligibility criteria – listed in order of importance – include:

1. Eligible applicants are units of local government or other public entities within Pasco County that are implementing recovery or mitigation projects tied to Hurricanes Idalia, Helene, and/or Milton. Applicants must provide documentation of either:
   a. A critical infrastructure/public facility mitigation project addressing a current or future risk; or
   b. A FEMA PA project, FEMA HMGP project, or other project awarded for the disaster that requires a non-federal cost share.
2. Duplication of benefits will be reviewed: Applicants must disclose any leveraged funding or other duplicative benefits, and any duplicative funds must be appropriately deducted from the CDBG-DR award (per Stafford Act and HUD requirements). After national objective eligibility, prioritization will be based on federal guidance.
3. Projects must align with existing mitigation and long-term recovery plans (e.g., Local Mitigation Strategy and Comprehensive Plan).

For activities associated with housing mitigation, eligibility criteria – listed in order of importance – include:

3. Applicants must demonstrate they have been deemed eligible and approved for in-kind programs with an outstanding cost-share match requirement. Additional eligibility requirements will be outlined in program policies and procedures.
4. Duplication of benefits will be reviewed: Applicants must disclose any leveraged funding or other duplicative benefits, and any duplicative funds must be appropriately deducted from the CDBG-DR award (per Stafford Act and HUD requirements). After national objective eligibility, prioritization will be based on federal guidance.

Maximum Amount of Assistance Per Subrecipient: The maximum total award is $76,396,000. The total amount awarded to one or more subrecipients will be dependent on the service being provided. Match awards may not exceed the total calculated non-federal share amount.

Maximum Income of Subrecipient: N/A

Mitigation Measures: This program will count 100% toward the CDBG-DR Mitigation Set-Aside. All funds allocated are dedicated to eligible mitigation activities that reduce future disaster risks, thereby satisfying HUD's requirement to spend a specified portion of the grant on mitigation. Mitigation measures will be incorporated into construction activities where determined to be necessary and cost reasonable, in accordance with applicable HUD guidance and local code requirements, and program goals for increased resilience.

Reducing Impediments for Assistance: This program will assist projects, infrastructure, and facilities either impacted by Hurricanes Idalia, Helene or Milton or vulnerable to current and future risks. Pasco County will identify potential CDBG-DR subrecipients through evaluation of data and will implement a targeted community outreach and engagement campaign – including other County offices and local municipalities - to ensure broad program participation. The County will inform the prospective subrecipients that CDBG-DR match funding is available and the process is to secure it. All eligible entities will have access to the application process, and reasonable efforts will be made to ensure access to eligible subrecipients of CDBG-DR funded public service programs.

General Information

Citizen Participation

Pasco County is committed to delivering robust community outreach to effectively inform, engage, and empower stakeholders and residents of Pasco County throughout the Community Development Block Grant – Disaster Recovery (CDBG-DR) process. The result is an action plan that is community-driven, engaging input from our residents – including low-and moderate-income individuals and communities in a variety of ways. Our plan follows HUD's citizen participation requirements (24 CFR 91.105) and follows the County's approved Community Development Citizen Participation Plan approved by the Board of County Commissioners on March 9, 2021.



Figure 25: Senior Fair in New Port Richey

During March, April, and May 2025, Pasco County actively sought public input on how to use the disaster recovery funds allocated to our community. The County used multiple outreach methods to gather ideas and feedback on recovery needs and priorities. Residents could weigh in through hands-on activities at community events, an in-depth online survey, and a series of town hall meetings. This multifaceted approach ensured that people from different backgrounds and areas had a chance to voice their needs and preferences.

Community Engagement Meetings

Between April 5 and May 8, 2025, Pasco County hosted or attended a total of nine community engagement events where residents and stakeholders could participate in a "Pasco Money" input activity. Through the "Pasco Money" activity, attendees were given five colored chips, each representing $1 million, to allocate across six program areas: Housing, Infrastructure, Economic Revitalization, Public Services, Mitigation, and Planning. The chip color reflected stakeholder type: orange (homeowners), blue (renters), green (businesses), and pink (other stakeholders). The goal of this activity was to learn more about CDBG-DR program areas that community members are motivated to fund for our upcoming Better Future program to recover from 2023-2024 storms (Hurricanes Idalia, Helene, and Milton).



Figure 26: Town Hall at Moore-Mickens Education Center in Dade City

What We Learned

In order of preference, the top three funding priorities across these workshops were Housing, Infrastructure, and Public Services. Housing and Infrastructure consistently emerged as the top choices for participants who were homeowners. Renters also highly prioritized Housing, but their second-most selected category was Public Services - indicating the importance of services like healthcare, senior assistance, and other community support to renters. Figure 28 demonstrates the breakdown of total funding across each funding area at all events.



Figure 27: Commission on the Status of Women in Wesley Chapel

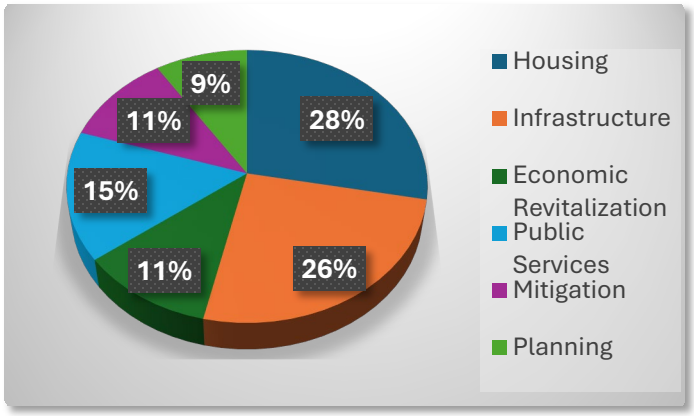


Figure 28: Jar Game Results (Funding by Program Area)

These combined results told us that both homeowners and renters see Housing as the most critical need. Infrastructure was especially important to homeowners, while renters placed slightly more emphasis on community services. This exercise gave the County a snapshot of what local residents value most for recovery spending. The following graph, Figure 29, displays the rankings for each program area funded at each of our community events – including town halls (discussed further below).

Public Survey

Pasco County also created an online survey to learn more about community needs, widely reaching residents through the County website, targeted outreach, direct emails, QR codes at eight public meetings, and social media. Other distributions included email lists of targeted populations (Continuum of Care, Citizens Academy) and local municipalities. The purpose of the survey was to delve deeper into how the community believed the funding should be allocated based on the unmet needs following the qualifying disasters of Hurricanes Idalia, Helene, and Milton.

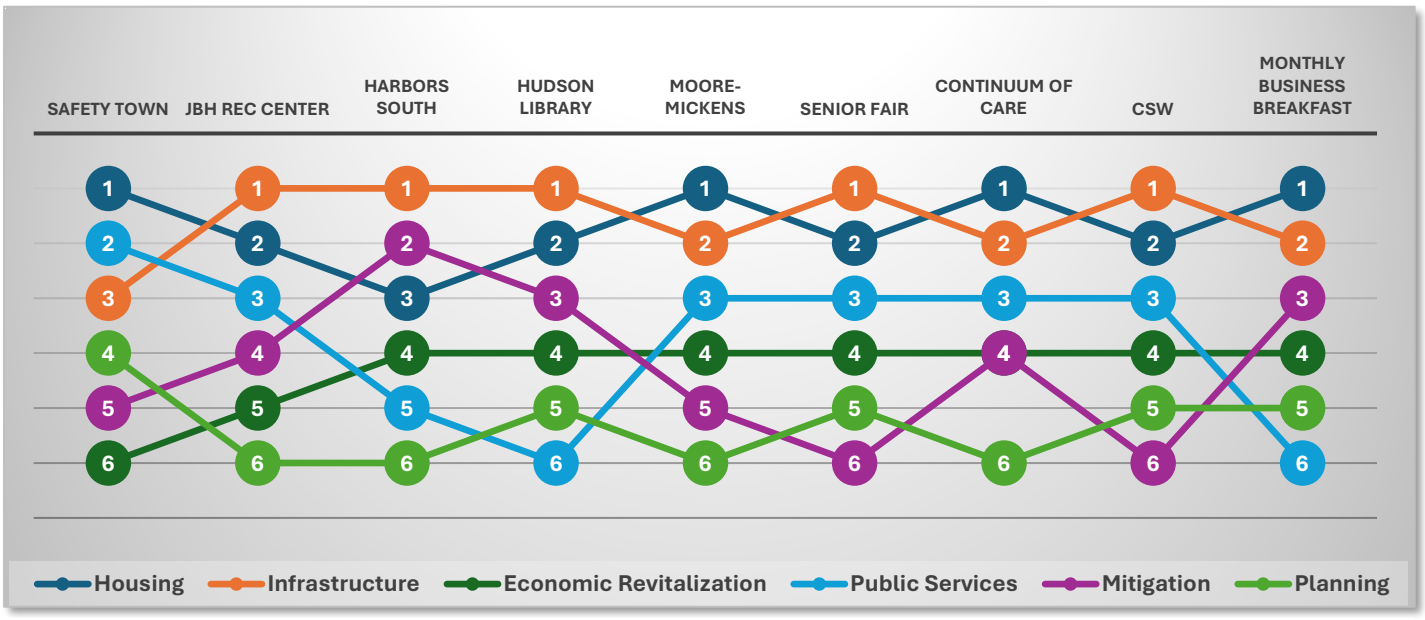


Figure 29: Jar Game Rankings (By Program Area and Meeting)

Survey participation was strong: Between April 14th and May 5th, 2025, Pasco County gathered more than 2,200 responses (with 1,090 fully completed surveys) to this extended survey on recovery priorities for funding Pasco County. Respondents were asked to rank six program areas (Housing, Infrastructure, Economic Revitalization, Public Services, Mitigation, and Planning) and identify specific recovery needs.

What We Learned

Of those who participated, 84% were homeowners, 10% were renters, 4% identified as non-profits, and 2% were business owners. This shows that a broad cross-section of the community engaged, though homeowners were the largest group who took the survey.

Table 29: Survey Respondents (By Type)

Stakeholder Role	Number of Respondents	Percent of Respondents*[108]
Homeowners	1,191	84%
Renters	146	10%
Non-Profit Reps	46	4%
Business Owners	28	2%

The most productive engagement channels were the County website (40%) and paid outreach (37%). Infrastructure (29%) and Mitigation (24%) ranked the highest overall for priorities among the participants and Housing (22%) came in third place.

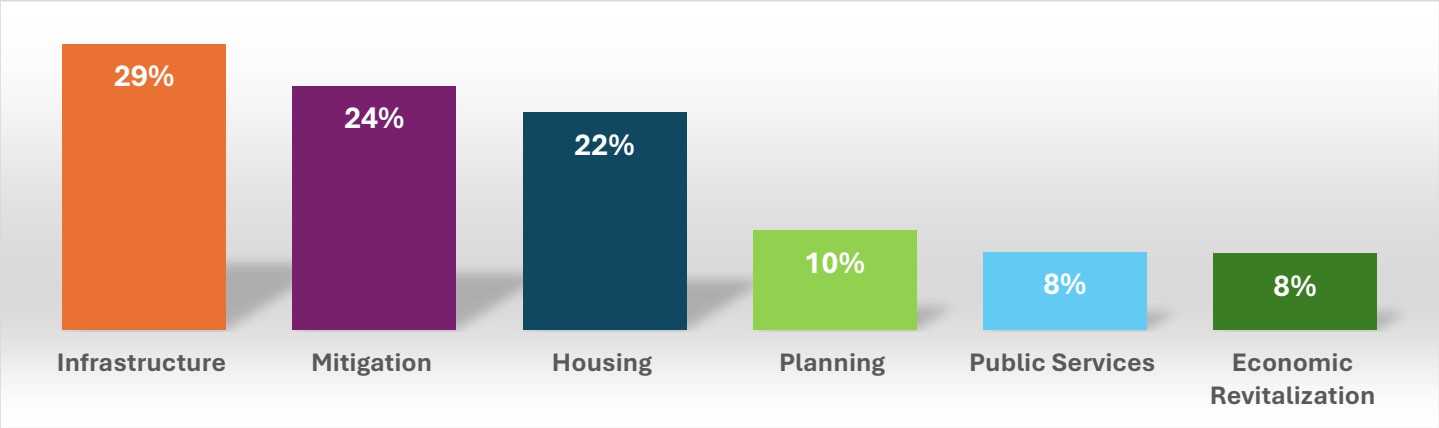


Figure 30: Survey Results ("What of These Areas Is the County's Most Critical Need?")

What were the most cited unmet needs? The survey asked open-ended questions about remaining recovery needs. The most frequently cited needs were home repairs and affordable housing. Many residents reported damage to homes that still need fixing and a shortage of affordable places to live after the storms.

[108] Percentages calculated out of ~1,411 respondents who indicated a stakeholder role. The remaining survey submissions did not provide this information (many of those were incomplete responses)

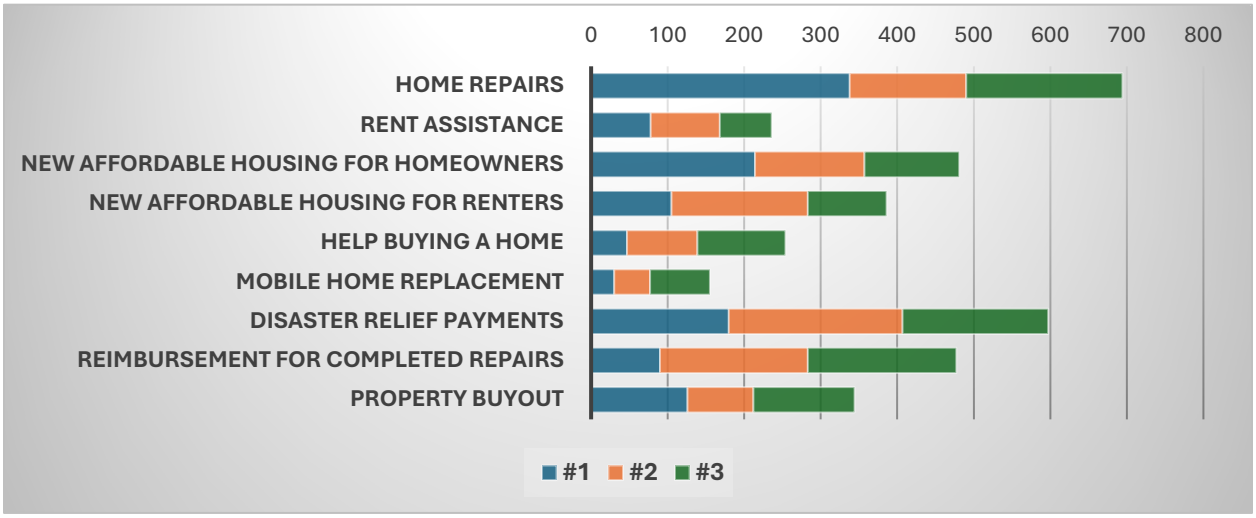


Figure 32: Survey Results ("What Housing-Related Need Is Most Urgent?")

Residents across the county repeatedly mentioned flooding issues, specifically calling for upgraded stormwater systems to prevent the kind of recurring neighborhood flooding experienced in recent storms.

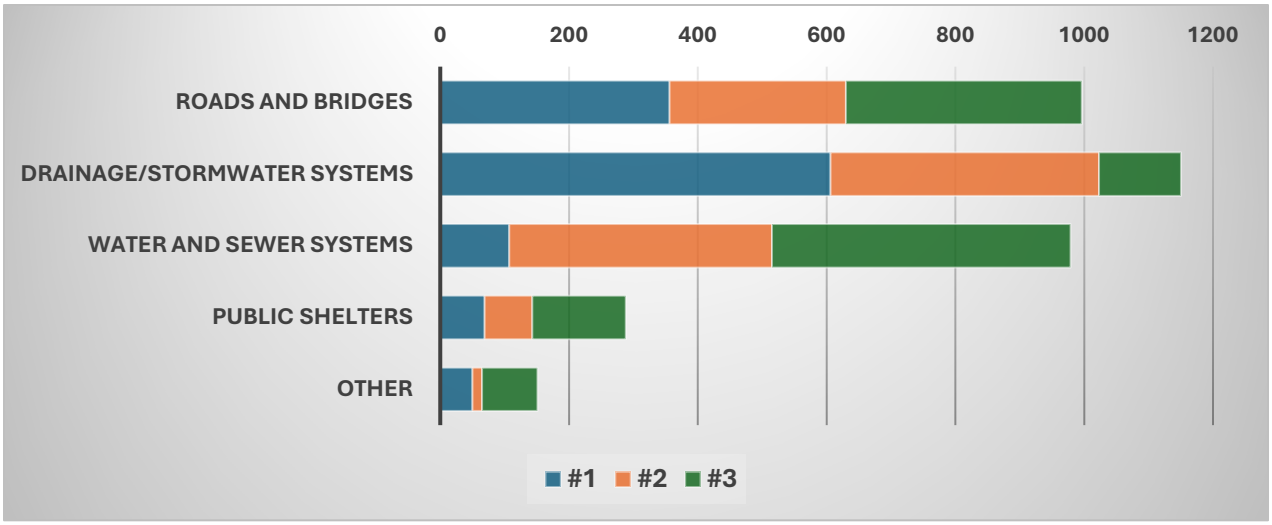


Figure 31: Survey Results ("What Infrastructure Repairs Are Most Urgent?")

Another common theme was financial gaps – people pointed out that insurance payouts and FEMA assistance often didn't cover all their repair costs, leaving them with unmet needs. This has led to interest in gap-funding programs (grants or loans to cover what insurance and FEMA did not). In terms of public services, the community highlighted support for seniors, help for people experiencing homelessness, and access to mental health services as important needs in recovery. For economic recovery, many supported small business assistance (like grants to help local businesses reopen or relocate if needed) more so than longer-term economic development programs.

Different areas of the county provided different perspectives on the County's recovery. Pasco County communities, from the coastal neighborhoods to the inland and rural areas, responded differently to the survey questions. High-impact coastal neighborhoods (accounting for most QR-code respondents) placed Housing first (60%). County-wide online respondents elevated Infrastructure and Mitigation, reflecting concerns about roads, drainage, and future storms. Renters, non-profits, and business owners leaned more heavily toward Housing and Economic Revitalization than homeowners. Drainage improvements and road repairs were universal priorities across regions.

The following Word Cloud identifies the most mentioned concerns in open-ended comments provided by residents in survey responses:

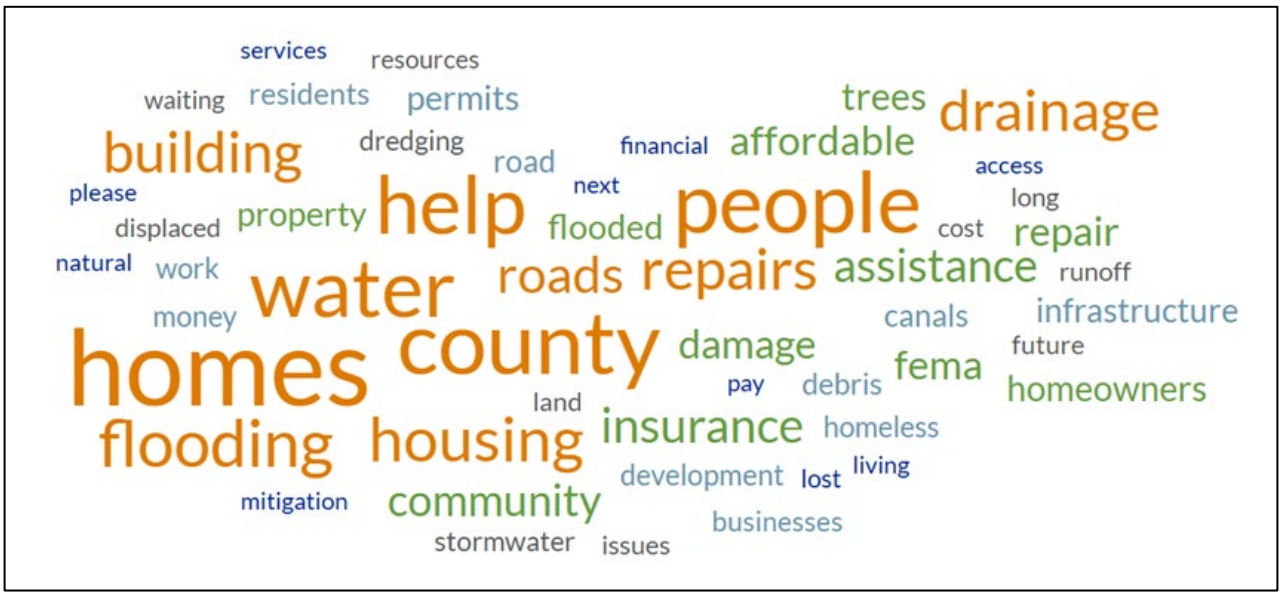


Figure 33: Word Cloud (Most Mentioned Concerns in Public Survey)

Town Halls

In partnership with our municipalities and focusing on the areas most impacted by the three hurricanes, Pasco County held a series of Town Hall meetings in April and May 2025. The purpose of these town halls was to have an open forum where officials could discuss the storms' impacts with residents, explain the CDBG-DR program (including what types of assistance are eligible), and - most importantly - listen to citizen questions, comments, and ideas about recovery. Each meeting began with a brief presentation about the disaster's impact and the funding available, and then the floor was opened for public input.

Four town hall meetings were conducted on the following dates and locations (covering different parts of the county for broad accessibility):

- **Monday, April 14, 2025, at 6:00 PM** – J. Ben Harrill Recreation Complex, Holiday, FL (West
- **Thursday, April 17, 2025, at 6:00 PM** – Hudson Public Library, Hudson, FL
- **Monday, April 21, 2025, at 6:00 PM** – Moore-Mickens Education Center, Dade City, FL
- **Thursday, May 1, 2025, at 12:00 PM** – Virtual Town Hall

Each in-person venue was in or near communities hit hard by the hurricanes, and the virtual option allowed anyone who could not attend in person to participate during a lunch-hour session. These meetings were publicized in advance through local postings, the County website, and coordination with city officials to encourage a good turnout.

At the town halls, residents shared personal stories of storm damage. Common feedback themes included the urgency of repairing homes, improving drainage infrastructure to prevent future floods, and providing assistance to vulnerable residents such as the seniors and those without insurance. County staff recorded all comments and answered questions about what CDBG-DR can and cannot fund. This community feedback from the town halls was later compiled and reviewed to ensure this Action Plan addresses the on-the-ground needs expressed by residents.

What We Learned

Across our four town halls, community members were most concerned about housing recovery and flood mitigation. Many attendees stressed the urgency of getting storm-damaged homes repaired or replaced and prioritizing those who are still displaced (including homeless residents) for assistance. Residents expressed frustration with the slow timeline of help. Several participants described living in temporary situations for months and urged the County to expedite the recovery process.



Figure 34: Hudson Library Town Hall

Infrastructure issues were another common theme: residents from different areas discussed chronic flooding problems and urged investments in drainage improvements – from dredging silt-clogged canals and repairing aging seawalls in coastal neighborhoods to upgrading stormwater systems and fixing eroded roads in inland communities. In both meetings, people sought clarity on how CDBG-DR funding can be used. Questions were asked about ensuring the funds are dedicated to recovery, avoiding duplication with other programs (like other programs administered in Florida or SBA loans), and whether the grant could cover specific needs such as the 25% homeowner match required for Elevate Florida. County representatives confirmed such funds are focused on the named storms and can potentially fill gaps - like providing match funds - within program rules.

Each meeting also contributed unique community insights and suggestions. Hudson attendees also emphasized that recovery dollars should fix current problems (damaged homes and infrastructure) rather than being diverted to future growth. They voiced support for projects like restoring Pasco's eroded shoreline and echoed the need for long-term flood defenses (e.g., canal dredging and higher seawalls to protect low-lying homes). At the Moore-Mickens Education Center (Dade City) meeting, residents highlighted some longstanding local issues exacerbated by the disaster. Notably, they advocated relocating a wastewater treatment plant out of their neighborhood – a promise pending for decades – and asked to be involved in decisions about restoring that site, underscoring a desire for community-driven planning. A local pastor proposed establishing a centralized "community village" shelter on county-owned land to house families displaced by the storms – a creative idea to improve interim housing, developed from the observation that FEMA's temporary trailers were not deployed locally.

Additional ideas ranged from developing an agricultural "food hub" to prevent post-storm food shortages, to using local contractors and labor for debris cleanup and home repairs - so that recovery efforts also benefit the local economy. There were even quality-of-life concerns tied to resilience – for instance, paving unmaintained dirt roads that had turned into dumping grounds for storm debris, and addressing poor internet connectivity that hampers communications.

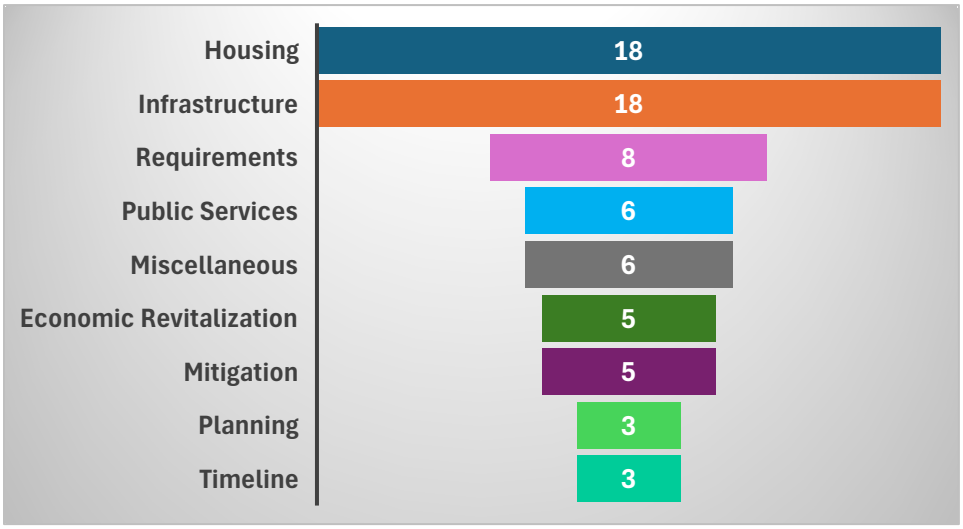


Figure 35: Town Hall Questions and Comments Received (By Category)

Despite covering a wide array of topics, these dialogues shared a common thread: residents want to see the substantial recovery funds used transparently and effectively to rebuild safer homes, strengthen critical infrastructure, and support the well-being of those hardest hit by the hurricanes in their communities.

Consultation of Developing the Action Plan

To make sure Pasco County's Action Plan is comprehensive and well-informed, the County consulted a wide range of stakeholders beyond the general public. Stakeholder consultation took place throughout the planning period and included federal and state agencies, local governments, non-profit and community organizations, and private sector representatives. The aim was to gather expert input and data on recovery needs, coordinate efforts with other agencies, and ensure the plan aligns with regional and state recovery strategies.

We have organized our consultation into groups by stakeholder type; a summary of consultations may be found in Table 30.

Federal Agencies

Pasco County worked with federal partners like the Federal Emergency Management Agency (FEMA) and the Small Business Administration (SBA) while developing the plan. The County entered into data-sharing agreements and reviewed the FEMA Individual Assistance data and SBA disaster loan data. This information about how many residents received federal aid, and where gaps remained, was used to shape the unmet needs analysis in the Action Plan. These federal consultations helped identify where CDBG-DR funds could fill in gaps left after FEMA and SBA assistance.

Local Municipalities

In March 2025, County officials met one-on-one with leadership from each of the six municipalities in Pasco County (the Cities of Zephyrhills, New Port Richey, Port Richey, Dade City, the Town of St. Leo, and the City of San Antonio). At these meetings, city managers, clerks, and/or elected officials shared how the hurricanes affected their communities and discussed local recovery priorities. These consultations ensured that the Action Plan considers the unique needs of Pasco's cities in addition to unincorporated areas.

Non-Profit and Community Organizations

The County engaged numerous non-governmental organizations to get input on the needs of vulnerable populations and to leverage local expertise. In late March, County staff presented at a Continuum of Care (CoC) Leadership Council meeting to understand how homelessness services were impacted by the storms. This was followed by an April 24th meeting with the full CoC General Membership, where over 15 nonprofits were represented, providing a broad perspective on community needs. Pasco County also met with specific service providers and community groups such as Sertoma, Bridges for Freedom, and Steps to Recovery on April 28th to discuss recovery challenges for special needs populations and those in recovery programs. Additionally, the County spoke with legal aid and youth/family advocacy organizations, as well as area hospitals, to gather information on issues like tenant-landlord concerns post-disaster, youth homelessness, and healthcare system impacts. Input from these groups helped ensure the plan's programs will be accessible and effective for those who need help the most, including people experiencing homelessness or other hardships.

Private Sector and Economic Interests

Recognizing that disaster recovery includes economic recovery, Pasco County reached out to the business community. The County met with the Greater Pasco Chamber of Commerce on May 5th and the East Pasco Chamber of Commerce on May 8th to hear directly from local businesses about their storm-related challenges. The County's Office of Economic Growth and the Pasco Economic Development Council were also consulted to discuss strategies for reviving the local economy, retaining jobs, and attracting investment post-disaster. These conversations ensured that the Action Plan's economic revitalization programs target the actual needs of Pasco's business community.

State and Regional Agencies

Pasco County coordinated with state-level partners to align the Action Plan with broader recovery and mitigation efforts. The County's Department of Emergency Management worked closely with the Florida Division of Emergency Management, especially regarding Hazard Mitigation Grant Program (HMGP) projects. Through ongoing coordination calls - including statewide emergency management calls that Pasco participated in, the County gathered input on mitigation priorities and learned about state initiatives like the Elevate Florida program. This coordination helped identify opportunities to use CDBG-DR funds to complement other funding sources for projects like drainage improvements or backup power for shelters.

Housing Sector Stakeholders

Housing recovery is a major focus, so the County consulted those with housing expertise. The Pasco County Housing Authority was consulted to discuss how public housing residents and Section 8 voucher holders were affected by the hurricanes, and what unmet needs exist in public housing communities. The County also reached out to a HUD-approved housing counseling agency, Suncoast Housing Connections, to understand what housing challenges their clients - including seniors and first-time homebuyers - are facing after the storms. The County also consulted with the Florida Housing Coalition to explore ways to leverage CDBG-DR funds together with other housing programs for building or rehabilitating affordable housing. This discussion included how to maintain long-term affordability for any new housing units created.

Pasco County Government Departments

The County's Office of Disaster Recovery Resources met with each major County department to gather internal input. Departments reported how the hurricanes impacted their operations or the populations they serve, and they suggested project ideas from their departmental perspective. This internal consultation ensured the Action Plan is comprehensive and that interdepartmental knowledge - such as existing capital improvement plans or social service needs - is incorporated.

Table 30: Consultations with Partners

Partners Consulted	Description of Consultation
Federal Partners (FEMA, SBA)	Pasco County entered into data-sharing agreements with both FEMA and SBA. FEMA IA, FEMA and SBA Disaster Loan (Home and Business) Data was used for the completion of the unmet needs analysis.
Local/State Government	Pasco County held one-on-one meetings with the managers, clerks or elected officials of local municipalities on the following dates: • **3/12** – City of Zephyrhills • **3/13** – Town of Saint Leo • **3/14** – City of New Port Richey • **3/14** – City of Port Richey • **3/19** – Dade City • **3/21** – Township of Saint Leo
Non-governmental Organizations	Pasco County held meetings with local, non-governmental organizations on the following dates: • **3/27** – Continuum of Care Leadership Council • **4/16** – AmSkills Workforce Innovation Center • **4/24** – CoC General Membership (15+ nonprofits in attendance) • **4/28** – Sertoma, Bridges for Freedom, STEPS to Recovery Pasco County also held meetings with Bay Area Legal, Youth and Family Advocates, and area hospitals.
Private Sector	Pasco County has met with Greater Pasco Chamber of Commerce (5/5), the East Pasco Chamber of Commerce (5/8), and consulted with the Department of Planning and Economic Growth and the Economic Development Council.
State and Local Emergency Management Agencies that have Primary Responsibility for the Administration of FEMA Funds	The County's Department of Emergency Management coordinates with local jurisdictions and makes recommendations to the State of Florida Division of Emergency Management with respect to the ongoing list of local hazard mitigation projects. Input was received regarding ongoing mitigation needs and priorities as well as HMGP projects and matches. We met on the Elevate Florida program. Pasco County attended statewide Emergency Management calls.

Partners Consulted	Description of Consultation
Agencies that Manage Local Continuum of Care	The Office of Disaster Recovery Resources attended and presented at two CoC meetings. The lead agency, Pasco County Coalition for the Homeless, provided information that was included in the unmet needs analysis including how the storms impacted those experiencing homelessness.
Public Housing Agencies	The County consulted with the Pasco County Housing Authority to obtain impacts and unmet needs.
HUD-approved Housing Counseling Agencies	The County consulted Suncoast Housing Connections for current information on impacts and any unmet needs. Concerns for seniors needing financial management and new homeowners needing post-purchase counseling were expressed.
State Housing Finance Agencies	Pasco County consulted with the Florida Housing Coalition to discuss the best means to leverage DR housing dollars with new construction programs to maintain affordability.

All these consultation efforts – from federal data to local town hall comments – were synthesized to guide the development of Pasco County's Action Plan. By engaging such a broad coalition of partners, the County worked to ensure no major issue was overlooked and that the resulting recovery programs will coordinate well with other ongoing efforts.

While Pasco County does not have any designated Tribal trust lands or reservations, approximately 0.6% of Pasco County's population indicated that they were American Indian or Alaska Native. The County will consult with tribal nations for historical and environmental reviews as defined by Section 106 regulations to maintain compliant with Federal and State requirements.

Public Comments

Transparency and public input continue to be important as the Action Plan is finalized. Pasco County will publish the draft Action Plan for public review and comment for a period of 30 days, as required by HUD. The draft Better Future Action Plan for Disaster Recovery will be made available on the County's website on May 12th, 2025, marking the start of the public comment period. The public comment period will run from May 12th, 2025, through June 12, 2025. During this time, anyone can review the draft plan and submit their feedback.

In accordance with HUD requirements, Pasco County has formally advertised the publication of the Better Future Action Plan for Disaster Recovery with the 30-day public comment period through multiple channels. A public notice was placed in the Tampa Bay Times on May 7th, 2025, announcing where to find the draft plan and how to comment. Additionally, information about the comment period is posted on the Pasco County website and shared via social media and community partners to reach as many residents as possible. The draft Action Plan document is accessible online (and a reasonable number of printed copies are available at the County Community

Development office for those without internet access). All comments will be considered in the formulation of the final action plan. A summary of all comments received will be incorporated into the final action plan prior to submission to HUD.

How to Submit Comments

Pasco County offers several convenient ways for the public to send in comments on the draft Action Plan. People can submit comments electronically through an online form on the Better Future program webpage, or by emailing **BetterFuture@mypasco.net**. Written comments can also be mailed or delivered to the Community Development Department at the County's office. The County will also accept verbal comments at the scheduled public hearings (detailed below). All comments, whether online, written, or spoken at a hearing, will be collected for consideration.

Pasco County encourages all interested residents and stakeholders to review the draft plan and share their thoughts during this window. The input received during the public comment period is a critical part of finalizing Pasco County's Action Plan.

Public Hearings

As per the Universal Notice, Pasco County, receiving $585,704,000 in CDBG-DR funding was required to hold three (3) public hearings. These hearings were advertised in the Tampa Bay Times, along with notification our draft Action Plan. In coordination with local municipalities, the public hearings were scheduled in some of the most impacted communities after Draft Action Plan was published. The hearings were also scheduled at times to most likely engage our citizens. The locations of the hearings provided a geographic balance between the impacted areas of West and East Pasco County. All public hearings were held in locations accessible to people with disabilities. The public hearings were also advertised on the Pasco County website 30 days prior to the first hearing. It was publicized in print and online in accordance with the County's Citizen Participation Plan. The online notice of the public hearing includes instructions for persons with disabilities or special needs to contact Pasco County for special accommodations.

Public Hearing Dates and Locations

- **Tuesday, May 13, 2025, at 6 PM:** Zephyrhills Train Depot, Zephyrhills, FL
- **Monday, May 19, 2025, at 6 PM:** Wiregrass Ranch Sports Campus, Wesley Chapel, FL
- **Tuesday, May 20, 2025, at 5 PM:** Board of County Commissioners Board Room, New Port Richey, FL

Consideration of Public Comments

Every comment that Pasco County receives on the draft Action Plan, whether written or spoken at a public hearing, will be carefully considered before the plan is finalized. The County is committed to reviewing all public input and making changes to the Action Plan where appropriate in response to community feedback. If certain suggestions cannot be incorporated, the County will still document those comments and explain why a change was not made.

After the 30-day public comment period ends, the County will organize all the feedback by topic and prepare a summary of public comments. This summary will detail the concerns and suggestions raised by the public. The County will provide a response describing how the comment is addressed in the Action Plan. In certain cases, the Action Plan may be revised to incorporate good ideas from the public; where it isn't, the response will clarify the reasoning (for example, if a request is not eligible for CDBG-DR funding by law).

Pasco County values community voices and will ensure that the final Action Plan reflects input we have received. This responsiveness helps build a plan that truly meets local needs and has public support. Public Comments with County Responses may be referenced in **Appendix C: Public Comments**.

Citizen Complaints

Pasco County is committed to maintaining a transparent and accessible process for addressing citizen complaints related to the CDBG-DR Action Plan, amendments and associated recovery activities. Complaints may be submitted by residents and stakeholders to express concerns or provide feedback on the Better Future program. Complaints may be submitted through email, written correspondence via mail, or an online submission form available on the County's CDBG-DR website.

The County understands that maintaining public trust requires addressing concerns promptly and fairly. In accordance with the County's Citizen Participation Plan approved by the BCC, the County will make every effort to respond to citizen complaints in writing within 15 days when practical. Each complaint will be thoroughly reviewed, and responses will be tailored to the nature and complexity of the issue. Complaints related to noncompliance with HUD regulations, or the Universal Notice requirements will be escalated for appropriate resolution in consultation with relevant agencies.

The County is committed to transparency in this process. To promote transparency and fairness, the County will document all complaints, responses, and resolutions. This log of complaints and responses helps the County track common issues and ensure they are addressed. The County may conduct regular evaluations of the complaint process to ensure it aligns with community needs and HUD's Citizen Participation Requirements.

Modifications to the Action Plan

The County understands that recovery needs, programs, and projects may evolve over the course of the grant and modifications to the Better Future Action Plan for Disaster Recovery may be necessary. These changes will be classified as either substantial or non-substantial amendments based on their impact on program scope, funding allocation and eligibility criteria. Pasco County will ensure that all amendments comply with HUD's Universal Notice requirements, maintaining transparency and public engagement as required. In simple terms, big changes will involve public notice and input, while minor changes will still be documented and reported - but won't require a full public comment period.

Substantial Amendment

The following criteria determines what changes in Pasco's Better Future Action Plan for Disaster Recovery constitute a substantial amendment and thus require public comment. Pasco County considers an amendment to be "substantial" if it meets any of the following criteria:

1. A change in program benefit or eligibility criteria (including the expansion of eligible beneficiaries.
2. The addition or deletion of an activity.
3. A proposed reduction in the overall benefit requirement.
4. The program allocation or reallocation of $5,000,000 or more; and
5. An update to the submitted initial Action Plan if the original submission was incomplete.

If a change falls into one of these categories, Pasco County will follow a formal process to amend the Action Plan. This process will include publishing the proposed substantial amendment for public review and comment for at least 30 days (similar to the original Action Plan comment period). The County will advertise the amendment's availability and will hold at least one public hearing to gather feedback on the proposed changes. After the comment period, the County will consider all comments and then submit the substantial amendment to HUD for approval. The County will implement the change only after HUD approves the amendment.

Non-Substantial Amendment

A non-substantial amendment refers to a minor modification that does not meet the criteria listed above for a substantial amendment. These are typically smaller adjustments or corrections that keep the core of the Action Plan the same. Non-substantial amendments might include things like technical corrections (fixing a typo or updating a factual detail), clarifications of wording, or small shifts in budget that are below the substantial amendment threshold (for example, moving a small amount of funds from one activity to another to better meet demand, as long as it's less than the threshold percentage of the total grant).

Non-substantial amendments do not require a formal public comment period or public hearing. In other words, the County can make these minor changes administratively. However, Pasco County will still notify HUD at least five (5) business days before any non-substantial amendment takes effect, as required. This notification ensures HUD is aware of even minor changes. All amendments, both substantial and non-substantial, will be noted in the applicable Amendment chart located at the beginning of this document. The amendments will be numbered sequentially and posted on Better Future's website at https://pascocountyfl.net/government/better_future.php.

Performance Reports

Pasco County is committed to a clear and efficient reporting process for its CDBG-DR programs. All reports will follow the formats and rules set by the U.S. Department of Housing and Urban Development (HUD) and will be submitted through HUD's Disaster Recovery Grant Reporting (DRGR) system. Our goal is to provide accurate, well-documented updates that demonstrate accountability and show how CDBG-DR funds are being used to help the community and meet local needs.

Any changes to programs or the Action Plan will be updated in DRGR after receiving HUD approval. Updates to DRGR will be made within five business days of approval by either HUD or the County's Grant Manager. The Grant Manager, with help from our consultant team, will make sure all updates, revisions, and reports meet HUD requirements. All staff involved will receive training to ensure they can use the DRGR system effectively.

Quarterly Performance Reports

Pasco County will also submit required Quarterly Performance Reports within 30 days following the conclusion of each quarter. These reports will be posted online once approved by HUD and will continue until all funds are spent and projects are closed.

Program Income

Some CDBG-DR programs may earn program income, such as from loan repayments or rental revenue. Pasco County will track and report this income and use it to support eligible recovery projects. All program income will be managed according to HUD rules to help strengthen recovery and long-term community resilience. Pasco County will comply with all applicable requirements regarding the use and management of program income.

Pre-Award Costs

"Pre-award costs" are expenses that Pasco County incurred before the official approval of this Action Plan and the signing of the grant agreement, which are related to getting the disaster recovery program up and running. HUD allows the County to reimburse itself for certain eligible costs that happened in this pre-award period, as long as

they are for CDBG-DR eligible activities and the proper procedures are followed. Pasco County had to invest resources ahead of time to kick-start the recovery process.

Pasco County intends to seek reimbursement for pre-award activities (all of which were done in anticipation of receiving the CDBG-DR funds), including:

- **Action Plan Development:** The work to write and prepare the CDBG-DR Action Plan, including community outreach efforts during plan development.
- **Needs Assessment:** The research and data analysis to identify unmet housing, infrastructure, economic, and other needs resulting from Hurricanes Idalia, Helene, and Milton – including public engagement activities. This analysis also evaluated current and future risks (mitigation needs).
- **County Assessments:** Pre-award activities related to required Environmental Reviews and Damage Assessments.
- **Translation and Accessibility:** Services to translate the Action Plan and important notices into other languages and to make information accessible so that all members of the public can participate in the process.
- **Program Design and Staffing:** Initial costs related to designing proposed recovery programs – including program policies and procedures - and potentially hiring or assigning staff and resources to the disaster recovery team before executing the grant agreement to build capacity.
- **Administrative Setup:** Any upfront administrative expenses, such as setting up financial systems or reporting systems in preparation for managing the grant funds.

All these tasks were conducted before HUD's final approval but were necessary to get the recovery programs ready to launch as soon as funding became available. The County has kept careful track of these expenses. They will be categorized appropriately in our budget. Seeking reimbursement for pre-award costs will not detract from project funds; it simply covers the preparatory work that laid the groundwork for a successful recovery program. All pre-award costs that we plan to charge to the grant will be clearly identified in the Action Plan budget and reported to HUD.

Appendix A: Certifications

Pasco County acknowledges that it will administer the CDBG-DR grant consistent with the following certifications required by Federal statute and regulation.

a) Uniform Relocation Act and Residential Anti-displacement and Relocation Plan (RARAP): Pasco County certifies that it:
   1) will comply with the acquisition and relocation requirements of the Uniform Act, and implementing regulations at 49 CFR part 24, as such requirements may be modified by waivers or alternative requirements;
   2) has in effect and is following a RARAP in connection with any activity assisted with CDBG–DR grant funds that fulfills the requirements of Section 104(d), 24 CFR part 42, and 24 CFR part 570, as amended by waivers and alternative requirements.

b) Authority of Grantee: Pasco County certifies that the Action Plan for disaster recovery is authorized under State and local law (as applicable) and that Pasco County, and any entity or entities designated by Pasco County, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG–DR funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations as modified by waivers and alternative requirements.

c) Consistency with the Action Plan: Pasco County certifies that activities to be undertaken with CDBG–DR funds are consistent with its action plan.

d) Citizen Participation: Pasco County certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 or 91.105 (except as provided for in waivers and alternative requirements). Also, each local government receiving assistance from a state grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in waivers and alternative requirements).

e) Use of Funds: Pasco County certifies that it is complying with each of the following criteria:
   1) Purpose of the funding: Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas for which the President declared a major disaster pursuant to the Stafford Act (42U.S.C. 5121 et seq.).
   2) Maximum Feasibility Priority: With respect to activities expected to be assisted with CDBG–DR funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families.
   3) Overall benefit: The aggregate use of CDBG–DR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent (or another percentage permitted by HUD in a waiver) of the grant amount is expended for activities that benefit such persons.
   4) Special Assessment: Pasco County will not attempt to recover any capital costs of public improvements assisted with CDBG– DR grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate- income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
      i. disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or

ii. for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Pasco County certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

f) Grant Timeliness: Pasco County certifies that it (and any subrecipient or administering entity) currently has or will develop and maintain the capacity to carry out disaster recovery activities in a timely manner and that Pasco County has reviewed the requirements applicable to the use of grant funds.

g) Order of Assistance: Pasco County certifies that it will comply with the statutory order of assistance listed in Appendix C paragraph 9 and will verify if FEMA or USACE funds are available for an activity, or the costs are reimbursable by FEMA or USACE before awarding CDBG–DR assistance for the costs of carrying out the same activity.

h) Affirmatively Further Fair Housing: Pasco County certifies it will affirmatively further fair housing.

i) Anti-Lobbying: Pasco County certifies its compliance with the restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.

j) Section 3: Pasco County certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

k) Excessive Force: Pasco County certifies that it has adopted and is enforcing the following policies, and, in addition, State grantees must certify that they will require local governments that receive their grant funds to certify that they have adopted and are enforcing:

1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

l) Compliance with Anti-discrimination Laws: Pasco County certifies that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601–3619), and implementing regulations.

m) Lead-Based Paint: Pasco County certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

n) Compliance with Laws: Pasco County certifies that it will comply with the provisions of title I of the HCDA and with other applicable laws.

Appendix B: Waivers

The County currently does not request any waivers. If the County identifies the need for waivers in the future, we will request those waivers through independent submission.

Appendix C: Public Comments

During the public comment period for Pasco County's CDBG-DR Action Plan, a total of 122 questions and comments were received – 47 made at public hearings and 75 unique responses submitted via the online web form or e-mail. These comments have been grouped into nine categories: Housing, Infrastructure, Economic Revitalization, Public Services, Mitigation, Planning, Requirements, Timeline, and Miscellaneous.

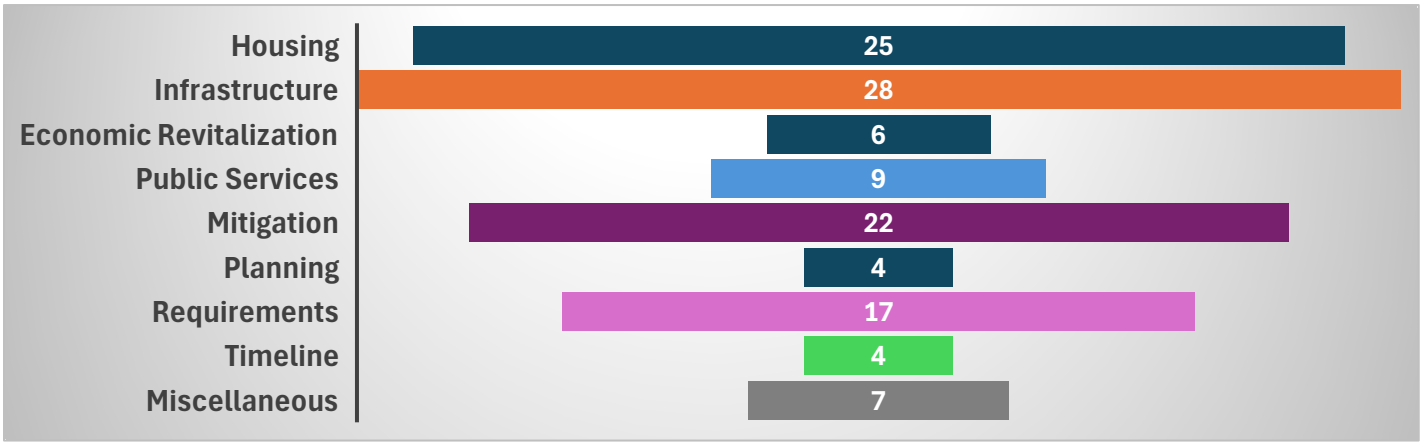


Figure 36: Total Number of Unique Public Comments Received (By Category)

Below is a narrative summary of the feedback in each category, along with Pasco County's responses. For each category, we note the number of comments (with a breakdown of how many came from public hearings vs. web submissions) and the approximate percentage of all comments this represents.

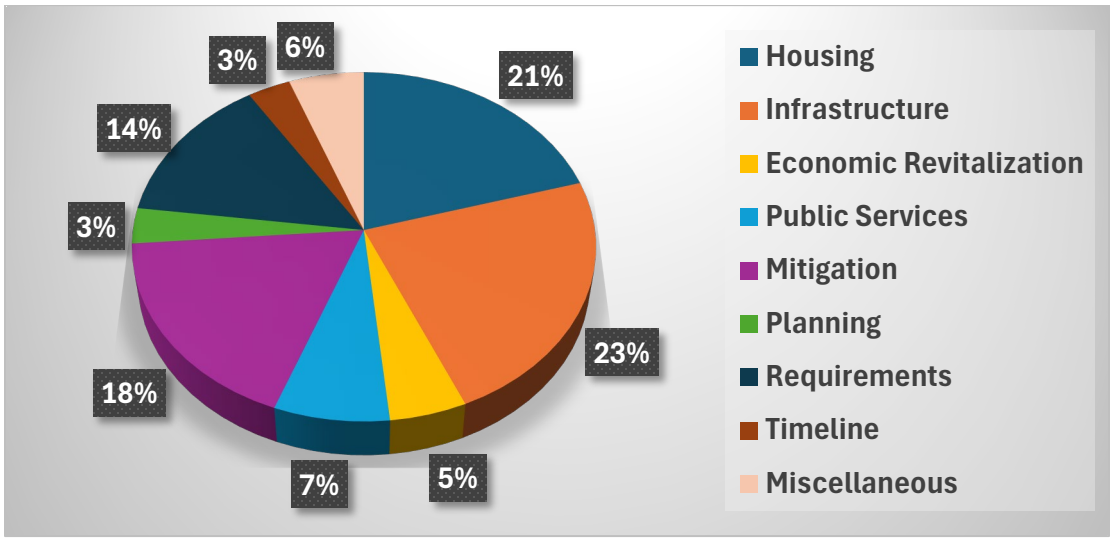


Figure 37: Percentage of Comments Received (By Category)

Housing

Summary of Comments

The County received 25 public comments related to housing (8 from public hearings and 17 via web form), accounting for about 21% of all input. Commenters included Pasco County residents, representatives of local non-profit organizations, and professionals in the affordable housing sector. Overall, the tone was supportive of the County's focus on housing recovery but also urgent and concerned. Many people were encouraged by the significant funding dedicated to affordable housing, with one attendee expressing that these investments will help lower-income residents "live in dignity". However, others stressed that the need is dire and immediate, noting that Pasco already faces a housing deficit and cannot wait 3–5 years for new units to become available. One commenter from west Pasco added that homelessness remains a problem in the community, underscoring the importance of urgent housing solutions. Several people urged the County to expedite housing projects and overcome obstacles (such as zoning and permitting delays) that slow down development. There were creative suggestions to address housing needs, like partnering with non-profits to tackle neighborhood blight and repurposing unused land or buildings to create resilient housing. Some commenters emphasized that new housing should be high-quality, with modern green and storm-resilient features, so that rebuilt homes are safe and sustainable long-term.

There were also many practical questions about how the housing programs will work. One resident asked how buyout awards will be calculated for eligible homeowners (wanting to know if offers will be based on pre-storm value, etc.). Others inquired about the criteria for the buyout program, and whether certain properties like low-income rental units in manufactured home parks can qualify. Some community members voiced concern that Pasco's housing needs (estimated at over $1 billion) far exceed the available CDBG-DR funds (around $300 million countywide), and they wondered if aid will be distributed on a first-come, first-served basis given the shortfall. Lastly, a resident who lost her home expressed frustration with the rebuilding permitting process and urged the County to provide more help to seniors and others who struggle with complex paperwork.

County Response

Pasco County sincerely thanks all residents and stakeholders for their input on housing. Pasco County understands the urgency behind these comments and is committed to accelerating the delivery of safe, affordable homes to those who need them most. We recognize that our community cannot wait years for housing relief, so we are exploring every opportunity to speed up program launch and project implementation. Where possible, the County will fast-track housing initiatives – for example, by identifying "shovel-ready" projects and setting reasonable deadlines for funded developments to break ground, ensuring that recovery funds are put to use quickly. We have heard the call to think creatively: we will pursue local partnerships to address blighted properties and look at repurposing or acquiring available land, properties, or buildings to expand our housing stock in a resilient way to ensure affordable housing units come online faster to support holistic housing efforts.(

The County also agrees that new housing should be built to high standards of quality and resilience. We will require that projects supported by the disaster funds include modern, and storm-resistant design features. This not only protects residents but also honors the idea that lower-income residents deserve quality housing just as much as anyone else. We have adjusted our Housing program descriptions to ensure these higher standards for resilient construction are captured in Housing program descriptions.

For specific community concerns like the situation in the Silver Oaks Drive area of Zephyrhills (where flooding destroyed homes), Pasco County is coordinating with relevant agencies to ensure those homeowners get the assistance they need – via housing programs through disaster recovery or other programs. Owners of mobile home parks, residents of condominiums or cooperative housing, and other non-traditional housing occupants will not be left out – they will be able to apply for assistance if their situation meets the program criteria. We plan to assist a broad range of housing types, recognizing that disaster-affected households include homeowners, renters, mobile home residents, seniors in co-ops, and more. The buyout program will be designed to offer fair compensation to owners of storm-damaged homes (for example, providing an offer based on the home's pre-storm value). The eligibility criteria for the buyout and other housing programs (such as income qualifications like HUD's definition of "moderate income" and proof of storm impact – the required "tie-back" to Hurricanes Idalia, Helene, or Milton) will be clearly explained to the public. We want applicants to know exactly how the process works and who is eligible, so that there are no surprises.

Pasco County also wants to reassure the community that having homeowner's insurance will not exclude anyone from receiving help. CDBG-DR funds are intended to cover "unmet needs," which means if your insurance did not fully cover the damage or if you have costs that weren't paid by other assistance, our programs can help fill that gap. We understand many residents with insurance still need help due to deductibles and losses beyond their coverage. Aid will be distributed based on remaining need after all other resources, rather than simply whether someone had insurance or not. At the same time, families without insurance often have no other option, so the program will also ensure the most vulnerable and least-insured households get the attention they need.

We acknowledge that the total funding available is not enough to solve every housing problem. Because the ~$300 million in CDBG-DR funds cannot cover an estimated $1+ billion in housing recovery needs, the County will prioritize those investments that help the most people and those in greatest need. This means the program will not operate strictly on a first-come, first-served basis if that would disadvantage our most impacted residents. Outreach efforts will be made to inform low- and moderate-income families about the assistance, and we will likely prioritize applications based on vulnerability factors – such as income level and age or special needs of the occupants. Every eligible resident will have access to the program, and we will strive to ensure that those most in need are served first.

Finally, we hear and appreciate the concern for our seniors and others who may struggle with the paperwork or permitting process. The County will provide support to help homeowners navigate rebuilding requirements – for example, through housing counselors or case managers who can guide applicants through each step. We want our senior residents and all applicants to feel supported, not frustrated, when seeking recovery assistance. Pasco County remains dedicated to working together with the community to restore and improve housing. We thank everyone for their housing-related comments and will use this feedback to shape programs that rebuild stronger and faster for all our residents.

Infrastructure

Summary of Comments

A total of 28 comments (11 from public hearings and 17 via web submissions) were focused on infrastructure needs and storm protection, making up about 23% of all comments. Residents from both west Pasco (including Port Richey, New Port Richey, Hudson, and Holiday) and east Pasco (including Dade City, Wesley Chapel, Zephyrhills) voiced opinions, and an executive from a local utilities company also provided input. Several commenters expressed support for using disaster funds to improve critical public infrastructure. For instance, one

resident approved of plans to invest in public facilities like parks and recreation, and a utility executive noted that the County's Action Plan was "great" but emphasized the need to upgrade aging infrastructure. He highlighted a critical need to relocate two older electrical substations out of harm's way and asked how the County intends to protect such vital utilities before the next storm. Another resident suggested working with state environmental authorities (the Florida DEP) to fix problems in impaired drainage basins. A New Port Richey commenter inquired if CDBG-DR funds could be used to extend the Coastal Barrier Resources System along the coast (citing a gap from the Anclote River up to Crystal River) to mitigate storm surge. Additionally, one resident living just outside the Zephyrhills city limits pleaded for the County's help in dredging and clearing blockages from Zephyr Creek to prevent overflow, noting that maintenance had been neglected in that area.

Several East Pasco residents stressed that inadequate drainage and sewer infrastructure contributed to the hurricane's impacts on their homes. They pointed out that many retention ponds in the Zephyrhills area are old, filled with silt, and have very little capacity. When those ponds overflow, the flooding affects public streets and properties beyond the pond owners' land. One resident shared that she lives on 6th Avenue in a semi-rural part of Zephyrhills and, despite paying for city water service, does not have access to city sewers; during the hurricane, her septic system collapsed and her yard flooded. She is worried that planned new development nearby could worsen future flooding if infrastructure isn't upgraded. Echoing this concern, another commenter felt that too much of the recovery budget was going toward housing when "the main problem is infrastructure." He argued that with proper drainage in place, his home would never have flooded to begin with. This resident asked whether the County has a concrete plan to fix longstanding water management issues, or if residents should expect the same flooding problems when the next hurricane hits. There was also a call to improve emergency preparedness: one community member observed that "emergency shelters" were listed as eligible projects and asked if the County could use CDBG-DR funds to build a dedicated hurricane shelter in the Zephyrhills area. Several attendees at that public meeting nodded in agreement with the idea of establishing an emergency shelter in that part of the county.

In addition to these, several written comments – particularly from the Trinity and southwest Pasco areas – described persistent flooding issues in their neighborhoods. Residents of communities like Thousand Oaks (Trinity) and Holiday Hills reported that their streets flood after heavy rains and that many homes took on water during recent storms (with some homes flooding repeatedly). These commenters implored the County to invest in stormwater management projects to protect their neighborhoods (for example, adding drainage capacity or pumps, or even constructing a dam or floodgate on the Anclote River to control storm surge). Some residents suggested that private roads and older subdivisions in low-lying areas need infrastructure upgrades as part of recovery. They emphasized that even inland communities (some 10–12 miles from the coast) experienced unprecedented flooding and need better protection.

County Response

Pasco County agrees that infrastructure upgrades are a vital part of long-term disaster recovery, and we appreciate the community's focus on these issues. The Action Plan does allocate funding for infrastructure and mitigation projects, and resident feedback helps guide us to the most pressing needs. The County will work closely with utility providers to protect critical facilities like electrical substations. For example, we will explore using CDBG-DR funds to relocate or elevate essential infrastructure out of flood-prone areas so that power and other services remain functional during future storms. We also acknowledge the support for improving public facilities such as parks, and we intend to repair and harden community spaces impacted by the hurricane. Furthermore, the idea of establishing an emergency shelter in the Zephyrhills area (or other location in the east side of Pasco) is well noted. Building or upgrading an emergency shelter is an eligible use of these funds, and the County will

seriously consider this proposal as we prioritize projects. Our goal is to ensure that all parts of Pasco County have safe refuge options and robust facilities in the event of another storm.

Many of the comments highlighted stormwater management and flood control, and the County is committed to making improvements in these areas. We have heard the concerns about clogged waterways like Zephyr Creek, and the County will explore options for these improvements with the appropriate agencies. By restoring proper flow in creeks and canals, we can help reduce neighborhood flooding. Similarly, we know that many retention ponds and drainage basins need attention. Pasco County will use disaster recovery funds (where eligible) to expand and improve drainage infrastructure – including refurbishing aging retention ponds and adding new stormwater capacity – especially in neighborhoods that experienced flooding during the storms. Even if certain ponds are privately owned, the resulting floods affect public roads and homes, so we will look for solutions that can be supported under the recovery program to benefit the wider community. We will also continue working with state partners like the Florida DEP to address impaired basins and ensure our water management improvements meet environmental standards.

In response to concerns about failing septic systems and limited sewer service, the County will evaluate options to help. Extending sewer lines or assisting with septic system upgrades in heavily impacted areas could be part of our infrastructure strategy, as better wastewater infrastructure will prevent health hazards and future flood-related failures. These types of projects can be complex and may require coordination with city utilities, but please be assured that they are on our radar.

Pasco County understands why some residents feel that infrastructure needs more attention relative to housing. Both aspects are critical to our recovery. While a large portion of the funding is dedicated to housing recovery (based on the results of our Unmet Needs Assessment and federal guidelines), we have set aside substantial resources for infrastructure projects aimed at flood prevention and community resilience. We want to assure the public that we are not ignoring the drainage and flooding issues that resulted from Hurricanes Idalia, Helene, and Milton. On the contrary, we are actively planning improvements so that when the next hurricane comes, our neighborhoods will be better protected. It should be noted that CDBG-DR funds must be used for recovery from Hurricanes Idalia, Helene, or Milton, the disaster for which this grant was awarded. However, many infrastructure improvements in affected areas will also benefit the county in future storms. Of course, large engineering projects can take time to implement, but we are committed to starting this work as soon as possible. Our engineering teams, along with experts like the U.S. Army Corps of Engineers, will design upgrades to reduce future flood risk. Through these efforts, we intend to significantly lessen the chance that residents will face the same flooding problems in the next storm.

Finally, the County appreciates the community's ideas and will incorporate them where feasible. For suggestions that cannot be carried out directly with this funding, we will explore alternative means to assist the community. Overall, improving infrastructure is a cornerstone of Pasco County's recovery plan. By investing in stronger utilities, better drainage, and emergency facilities, we aim to build back smarter and stronger. This approach will ensure a more inclusive recovery by protecting homes and lives across all our communities.

Economic Revitalization

Summary of Comments

Six comments (1 from a public hearing and 5 via web form; ~5% of total comments) were related to economic recovery for businesses and non-profits. One resident at a public hearing in Zephyrhills asked whether reimbursement would be available for non-profit organizations that incurred expenses or damage during the

disaster (for example, "could a non-profit that provided emergency services be repaid through CDBG-DR?"). The other comments came from small business owners describing their dire situation after the storm. In particular, the owners of a family-run café in downtown Dade City submitted multiple statements detailing the catastrophic damage their business sustained during a recent hurricane. They lost their roof and saw everything inside destroyed, requiring a complete gutting and rebuild of the building. They explained that their insurance did not pay out nearly enough to cover the losses, and their attempt to get an SBA disaster loan fell through, leaving them with a huge funding gap. This business – a beloved local market and café – is the owners' only livelihood, and they shared that they have invested everything into it. They pleaded for help to finish rebuilding and to avoid losing their business entirely. Their comments conveyed an urgent need for financial assistance or guidance, and an appreciation that helping small businesses with repairs is indeed an eligible use of CDBG-DR. They also noted, however, that the HUD process and waiting period for funding is very long, which is frustrating when they need help quickly.

In addition, a representative of a community arts organization (a historic theater in New Port Richey) reached out to highlight the cultural importance of their venue and the challenges they face. This commenter implicitly hoped that the theater, as a non-profit community asset, could be supported in the recovery.

County Response

Pasco County is committed to restoring and improving the local economy as part of the disaster recovery. The Action Plan includes support for small business and non-profit recovery programs to help the community bounce back. We have allocated a portion of our CDBG-DR funds to an Economic Revitalization Program aimed at assisting businesses and organizations that suffered losses from Hurricanes Idalia, Helene, or Milton. Although only a few public comments specifically addressed this category, we recognize from these examples how critical our local businesses and non-profits are to the community's recovery.

For the question about non-profits: organizations that were directly involved in disaster response or that suffered damage from the storm may be able to receive reimbursement assistance for eligible expenses; eligibility criteria will be outlined in our program guidelines. In addition, continued operating expenses that businesses or non-profits struggle to pay during the recovery period following application (such as rent, payroll, utilities, and other costs outlined in program guidelines) may be eligible for grants or forgivable loans to provide eligible entities working capital. Additionally, we encourage non-profits to collaborate with us – potentially as subrecipients or partners – so that their ongoing work can be funded and expanded to meet recovery needs. Pasco County greatly values the contributions of our non-profit community in disaster recovery, and we will include them wherever possible.

For small businesses like the Dade City café owners who shared their story: we understand how devastating storm damage can be to a family business. Our Economic Revitalization efforts will be inclusive, aiming to benefit small businesses, their employees, and the overall local economy. We plan to offer recovery assistance such as small business grants or low-interest loans that can help owners repair and reopen. We will continue to engage with affected businesses one-on-one – for example, connecting them with available resources, helping them navigate application processes, and coordinating with state or federal programs like the SBA. It is true that the HUD grant process can be lengthy, but we have been pushing forward so that once funds are approved, we can quickly roll out support. We want to get businesses like the Dade City café back on their feet as soon as possible.

It's important to note that CDBG-DR assistance must be tied to documented disaster damage for declared disasters (Hurricanes Idalia, Helene, and Milton). Businesses or organizations whose losses stemmed from other events (for instance, the 2023 storms some commenters referenced) would not be eligible under this particular

grant. That said, Pasco County is coordinating with state and federal partners to identify any other aid for those impacted by later storms. We are dedicated to helping all our local businesses recover, either through this program or other available means.

In summary, even though we did not receive many comments in this category, the input we did receive underscores why economic revitalization is a critical component of our Action Plan. Pasco County will continue to engage with local businesses, non-profits, and economic stakeholders to implement recovery programs that are fair and effective. We welcome ongoing input on economic needs and will ensure that our efforts benefit small businesses, workers, and all who contribute to Pasco County's economy. By helping local enterprises reopen and thrive, we not only restore services and jobs but also strengthen the community's resilience for the future.

Public Services

Summary of Comments

Nine comments (3 from public hearings and 6 from web submissions; ~7% of total) fell into the Public Services category, largely from local non-profit organizations or individuals working closely with vulnerable populations. The tone was generally positive and collaborative. A representative of Deaf and Hard of Hearing Services noted that the percentages of funding allocated in the plan aligned with expectations and emphasized that their organization's services would be available to assist throughout the recovery period. Another non-profit representative expressed gratitude that Pasco County's Action Plan recognizes the role of non-profits in disaster recovery.

At the same time, one resident involved with a local non-profit voiced concern about how recovery funds would be distributed between large corporations and community-based organizations. She urged the County to leverage partnerships in a way that empowers the local community and to "invest in our people, above and beyond charity work," rather than channeling all funds through big corporate contractors. Additionally, a resident from Zephyrhills asked whether CDBG-DR would offer any reimbursement for non-profits that incurred costs during the hurricane response – for example, if a non-profit provided emergency shelter or other services out of pocket, could they be paid back through the program? This question highlighted an interest in how the recovery programs might support or work with charitable organizations that stepped up to help after the storm.

There were also a few public service-related suggestions that fell outside typical disaster recovery. For instance, one commenter suggested using some of the funds to support animal services, noting that during major storms many pets become homeless when owners are displaced, and that helping the animal shelter system before, during, and after disasters would indirectly help families. Another individual talked about the need for improved public transportation in Pasco (longer bus hours, more bus shelters) to assist low-income workers.

County Response

Pasco County is grateful for the strong network of non-profit and service organizations that support our residents, and we appreciate the positive feedback and offers of assistance. The Action Plan indeed acknowledges the critical role of non-profits in disaster recovery. We plan to coordinate with organizations like Deaf and Hard of Hearing Services (and many others) to ensure that all residents – including those with disabilities or other special needs – including seniors - can access recovery resources. Public Services funding in our CDBG-DR allocation can be used for a range of supportive programs, and we will make sure these services are deployed effectively to help individuals and families recover.

We also hear and appreciate the concerns about how funds are distributed and the desire to invest in people at the community level. Pasco County is committed to leveraging local talent and organizations in our recovery efforts. This means we will seek out ways for non-profit agencies, community groups, and local businesses to participate in recovery programs. Whenever feasible, programs will be designed to empower the community – for instance, by funding non-profits to provide housing counseling, legal aid, or other recovery services to residents. Our goal is to go "beyond charity" by strengthening community capacity and making investments that have lasting benefits. In addition, we will maintain transparency about how funds are spent, so the community can see that resources are reaching the people who need them most.

Regarding the question of reimbursing non-profits for their hurricane-related expenses: we will clarify this in our program guidelines. In general, CDBG-DR funds are forward-looking and must be used for eligible recovery projects, which means they typically aren't designed to retroactively pay back organizations for emergency response costs that have already been covered. However, the County is eager to support non-profits in other ways. For example, if a non-profit organization had storm damage to its facility or wants to lead a new recovery initiative, they may be able to apply for assistance under our programs. We encourage non-profits to collaborate with us – as subrecipients or partners – so that their ongoing work can be expanded to meet recovery needs. In fact, some of our public services funding may be used to contract with local non-profits to provide disaster case management, counseling, or other services, thereby funding their work going forward. Pasco County will continue to value the input and involvement of our non-profit community, and we remain committed to a recovery that lifts up all segments of our population. The County will set expectations on all suggestions received and eligibility for public services funding in our forthcoming program guidelines.

Mitigation

Summary of Comments

Twenty-two comments (4 from public hearings, 18 from web submissions; ~18% of total) specifically addressed mitigation and long-term resiliency. These commenters were generally positive about Pasco County's mitigation focus but also highlighted important considerations and local issues. A New Port Richey resident raised a safety concern unrelated to flooding: she warned about fire hazards in the Anclote Park area due to fallen timber and storm debris that had accumulated, creating a potential "tinderbox" condition. Another speaker – a Dade City resident who had lived through Hurricane Katrina in New Orleans – said she was "shocked and excited" (in a good way) when reading the County's Action Plan, praising the thorough planning and hard work reflected in it. She mentioned that her elderly mother, a fixed-income resident of the Hickory Hills community, wants to elevate her home for flood protection; FEMA provided some grant money for an elevation project but not the full amount, and they cannot afford the required matching funds. This resident asked if Pasco's CDBG-DR disaster funds could be used to cover that local match portion to help make home elevations possible for people like her mother.

A third commenter, from just over the county line in Hernando County, expressed appreciation for Pasco's forward-thinking approach to planning and mitigation, noting that the County has engaged the U.S. Army Corps of Engineers for expertise. Her concern was about the unintended "cascading effects" of certain mitigation measures like home elevations. She gave an example: a new home built next to hers was elevated three feet above the base flood elevation, and since then her previously dry property has started to experience flooding. She urged the County to be mindful that every time land is elevated or filled, the displaced water must go somewhere else. This commenter implored that the program's planning takes these domino effects into account so that one neighborhood's protection doesn't inadvertently cause new flooding problems for neighbors.

Beyond those three, many of the other mitigation-related comments echoed concerns about flooding in specific areas and suggestions for big-picture solutions. Several commenters from the Trinity area (Thousand Oaks) and from Zephyrhills (Silver Oaks/Hidden Creek area) submitted detailed input on watershed management. One detailed comment described a 58-acre floodplain pasture in east Pasco that could be preserved or utilized to alleviate flooding for the Silver Oaks and Hidden Creek neighborhoods, and explained how runoff currently flows through that area toward Zephyrhills. The commenter urged the County to "get together" with all stakeholders and make use of that natural basin to prevent downstream flooding (mentioning ongoing efforts like pumping water to Geiger Pond and the need to improve drainage at Simons Road). These kinds of local insights underscore the importance of regional, watershed-based mitigation planning. Other residents suggested constructing new retention areas or reservoirs to catch runoff in heavy storms and exploring engineered solutions like pumps or gates on waterways (as noted in the Infrastructure section above).

County Response

Pasco County appreciates these mitigation-focused comments and the recognition of our planning efforts. We are strongly committed to reducing both current and future disaster risks across the county. In response to the fire hazard issue in Anclote Park: the County will coordinate with the appropriate agencies to remove storm debris (such as downed timber) that could fuel wildfires. Keeping our parks and natural areas safe is an important part of disaster recovery, and if hurricane debris remains, we will use available resources to clear it and protect nearby residents.

Home elevation and flood mitigation for individual properties are key strategies in our Action Plan. The County understands that federal and State programs - like FEMA's mitigation grants or FDEM's Residential Mitigation Program - often require a local or homeowner match, which can be a barrier for seniors and low-income families. We are exploring ways to use CDBG-DR funds to help homeowners leverage such programs – for example, by covering a required match so that a critical elevation or hardening project can move forward. If it is deemed eligible and feasible, the County would like to assist cases like the Hickory Hills homeowner mentioned, so that needed flood protection improvements aren't stalled due to lack of matching funds. Any such assistance would of course adhere to HUD's rules and regulations.

The point about the "cascading effects" of mitigation projects is very well taken. Pasco County is committed to holistic flood planning. We will work with hydrologists and engineers (including experts from the U.S. Army Corps of Engineers) to analyze how one area's changes might impact another. When designing elevation projects, new developments, or large-scale drainage improvements, we will enforce standards and review processes to make sure we are not unintentionally causing water to be pushed onto someone else's property. In practice, this means we'll look at drainage patterns for entire neighborhoods and watersheds, not just individual sites. If one home is elevated or a berm is built, we will consider additional measures (like improved stormwater infrastructure) to handle the runoff so that neighbors are not adversely affected. The County will be mindful of these domino effects in all mitigation planning.

Our goal is to improve overall resilience: every mitigation project will be evaluated for its broader impact, ensuring that we protect as many people as possible without creating new problems. Pasco County remains dedicated to forward-looking mitigation efforts – reducing fire risks, preventing flood damage, and working together with the community so that everyone shares in the benefits of a safer, stronger Pasco County.

Planning

Summary of Comments

Four comments (~3% of total; 1 from a public hearing, 3 via web) dealt with Pasco County's planning processes and the use of data in the recovery. One resident from Zephyrhills asked whether the County has performed any comparative analysis with other places that have suffered similar disasters (for example, looking at how New Orleans handled recovery after Hurricane Katrina) to learn how best to "build back better". This commenter was interested in whether we are applying lessons from other communities' recoveries to our own Action Plan. Another question – also raised by an engaged resident – was whether the County has conducted a root-cause or multi-variable analysis to determine the optimal use of funds for stabilizing future growth. In other words, did we dig into the underlying factors (across housing, infrastructure, land use, etc.) that made certain areas more vulnerable, and use that analysis to prioritize projects? There was a desire for data-driven decision making in how recovery resources are allocated.

Additionally, an individual who attended a Chamber of Commerce breakfast presentation offered to help with the planning effort. This person, a local business owner with a background in urban planning and economic geography, explained that their company builds custom data and AI solutions. They asked if there are any data products or analytical tools that the County could use to aid in decision-making, mentioning ideas like digital maps and multivariate models to optimize growth. Essentially, they volunteered their expertise and technology to assist the County in planning and implementing a constructive recovery.

It should be noted that no public comments specifically commented on the County's formal "Planning for a Better Future" section of the Action Plan – the comments in this category were more about ensuring we plan smartly and use all available knowledge. Many of these planning-related suggestions were woven into other categories during our analysis, but we summarize them here for completeness.

County Response

Pasco County values forward-thinking planning and data-driven strategies, and we appreciate these comments aimed at strengthening our planning approach. In developing our Action Plan, we have indeed looked at lessons learned from other disaster recoveries. The County consulted with disaster recovery experts and reviewed best practices from events like Hurricane Katrina and more recent hurricanes in Florida. This comparative insight helped us adopt strategies that worked elsewhere and avoid pitfalls observed in other recoveries. In short, we are not planning in a vacuum – we're building on years of knowledge from around the country to "build back better" here in Pasco.

Regarding analytical approaches: data analysis was a foundation of our Action Plan. We conducted an in-depth Unmet Needs Assessment to identify the sectors and areas with the greatest storm impacts. This is essentially a root-cause analysis of the disaster's effects – looking at factors like housing stock, infrastructure conditions, floodplain management, and social vulnerabilities that contributed to the outcomes. Using this analysis, we prioritized funding toward the root problems (for example, allocating funds to drainage improvements in areas that flooded, or to housing for populations that were most impacted). We will continue to use data and expert input as we implement the programs, to make sure funds are used in ways that truly increase the community's resilience and address underlying issues. In fact, our ongoing recovery program management involves cross-departmental coordination and input from engineers, planners, and subject matter experts to ensure we're considering all variables.

We also warmly welcome offers of assistance like the one from the Chamber event. Partnering with local experts and leveraging modern technology can only improve our efforts. If there are tailored data or AI tools that can help optimize our decision-making, the County is open to exploring them. Our team will be reaching out to follow up on that generous offer. By collaborating with community partners who bring additional skills and innovative ideas, we can make our recovery planning even smarter and more efficient.

Overall, thoughtful planning is key to an effective recovery, and Pasco County will carry this principle forward. Every aspect of the Action Plan – from housing to infrastructure to mitigation – benefits from careful planning and public engagement. We will keep the public informed and involved as we move from planning into implementation. By using the best data available, seeking community input, and being willing to adjust based on lessons learned, we are confident that our recovery programs will not only rebuild what was lost but also make Pasco County more resilient for the future.

Requirements

Summary of Comments

17 comments (11 from public hearings, 6 via web; ~14% of total) centered on the eligibility requirements and rules of the CDBG-DR programs. Several residents sought clarification on basic program definitions and criteria. For instance, one person asked for guidance on how interested parties (like contractors or organizations) can submit proposals or applications to participate in the recovery programs. Another individual wanted to know what HUD considers “moderate income” – essentially asking for the income thresholds that determine who qualifies as low- or moderate-income for aid. There was a question about whether living in a community governed by a Homeowners Association (HOA) would affect a resident’s eligibility for assistance, as well as an inquiry if CDBG-DR money could be used as a matching fund for other grants or programs (to amplify the reach of recovery projects).

Some commenters compared Pasco’s upcoming programs to other disaster recovery programs active in the state or region. Two residents emphasized that our CDBG-DR funds should be directed primarily toward the core needs of disaster victims – specifically, repairing, reconstructing, and elevating homes that were affected by the storm. Underlying these questions was a concern about fairness and outreach. One commenter noted that a lot of discussion is about low- to moderate-income (LMI) families and raised a worry that this group might not even be aware of the program yet could potentially receive more money than those who had insurance and “did everything right” to protect their homes. This perspective highlighted the importance of clear communication about program requirements and ensuring that all affected populations – including both LMI households and those who had insurance – understand how to apply and what help is available.

There were also a few personal pleas and examples embedded in these comments. One homeowner asked how to apply for help to repair or replace a mobile home that was never fixed after the storm. Another individual, who identified himself and provided an address in New Port Richey, said his house was destroyed by Hurricane Idalia and he still has nowhere to live – he wanted to know how to get assistance. A couple of commenters expressed frustration that they had applied for housing help in the past and been turned down, or that they felt others got aid while they did not. These sentiments reinforce how important it is for the County to explain who qualifies and why, in plain language, to avoid confusion or frustration.

County Response

We appreciate these questions about program requirements and will strive to make all guidelines as clear as possible. Pasco County will be publishing a detailed Program Manual and outreach materials to explain who is eligible and how to apply for each form of assistance. For community members interested in participating in recovery efforts (for example, builders, contractors, or non-profits looking to carry out projects), the County will issue Requests for Proposals (RFPs) and application instructions openly. We will provide guidance on how to submit proposals and will offer help – such as workshops or technical assistance – so that local organizations and businesses know how to get involved. Transparency and accessibility in the application process are a top priority for us.

In terms of income qualifications, "moderate income" is defined by HUD as households earning above 50% and up to 80% of the area's median income (AMI), adjusted for family size. This means the program will primarily assist low- and moderate-income families, in accordance with federal requirements. However, we want to reassure everyone that having a moderate or higher income, or having insurance, does not automatically exclude you from all assistance. Our programs are designed to address unmet needs from the hurricane. If you had insurance or a higher income but still have significant recovery needs that were not fully covered, you may still be eligible for certain programs. At the same time, we must ensure that the majority of the funds benefit LMI households, as they often have the fewest resources to recover on their own – this is a national objective for CDBG-DR funding. The County will conduct robust outreach to LMI communities – including those who may not be aware of the program – to make sure they know about the assistance available. We will also reach out to all affected groups (renters, homeowners, those with and without insurance) so that everyone understands the programs and has a fair chance to apply. No one will be left in the dark; clear information on eligibility (such as income limits, the requirement to have a disaster tie-back, proof of primary residence, etc.) will be shared through community meetings, our website, and direct communications.

For residents living in neighborhoods with HOAs: you can absolutely apply for help. Being part of an HOA does not disqualify a household from CDBG-DR assistance. The key eligibility factors will be related to your disaster damages and income, not the governance structure of your neighborhood. If your home was impacted by Hurricanes Idalia, Helene, or Milton, and you meet the other criteria, you remain eligible whether or not you have an HOA. Similarly, we have heard the question about using CDBG-DR funds as a "match" for other programs. The answer is yes – one of the advantages of CDBG-DR is that it can fill gaps and be used alongside other funding sources. Pasco County intends to leverage our grant to complement state and federal programs. For example, if there is a FEMA or state-administered rebuild program that doesn't cover the full cost of a necessary repair or elevation, our CDBG-DR program can potentially cover the remainder so the project can go forward. We will coordinate closely with other agencies to avoid any duplication of benefits while maximizing the impact of every dollar.

Lastly, we completely agree that the core mission of these funds is to repair and rebuild homes and infrastructure affected by the storm. In fact, the largest share of Pasco County's CDBG-DR allocation is budgeted for housing activities – including home repairs, reconstruction of destroyed homes, and elevations for flood mitigation – exactly as the commenters hoped. We remain focused on getting houses and communities restored. Other eligible uses – including infrastructure, economic recovery, and planning – are also important for our community's recovery, but housing is the top priority based on the results of our Unmet Needs Assessment. We will continue to communicate all program requirements in plain language and ensure a fair application process. Our commitment is that everyone understands how to seek assistance and that funds are distributed in accordance with federal

requirements and our Action Plan. If anyone has additional questions about eligibility or criteria, we encourage them to reach out to us – we are here to help guide residents through the process.

Timeline

Summary of Comments

Four comments (all from public hearings; ~3% of total) dealt with the timeline and speed of the recovery programs. A clear sense of urgency came through. One non-profit representative asked, "How can we move more quickly?" and suggested the County explore ways to involve local talent and labor in the recovery efforts to speed things up. Two residents in attendance wanted to know when they could actually see help on the ground. One individual simply asked about the timeline for the program launch, indicating that people are waiting for assistance to begin. Another resident from Wesley Chapel, whose friend's home in a closed-basin area took on four feet of water, pressed for specifics – he wanted to know how soon the programs will launch and how to apply for help once they do. All of these comments conveyed a pressing concern that recovery initiatives should proceed as fast as possible, given that serious damage has already occurred, and many residents are eager for aid.

County Response

Pasco County wholeheartedly agrees that getting recovery programs up and running quickly is critically important. We thank the community for emphasizing this point – we share your sense of urgency. The County is moving as fast as possible within the required process set by HUD. The Action Plan is a necessary step to unlock the funding – once the plan is approved by HUD (a step we expect to occur soon), we will immediately proceed to launch the various programs. We understand that families are waiting for assistance, so we have been working in advance on program designs and implementation plans. This way, when we get the official green light, we can hit the ground running. Our goal is to open applications and begin projects in the very near future. We will publicly announce the program launch timeline and eligibility details as soon as we are able, so that everyone knows when and how to seek help.

In the meantime, the County is not sitting idle. We are laying the groundwork by securing the necessary staff, contractors, and systems to administer these programs efficiently. Importantly, we plan to utilize local talent and contractors as much as possible in the recovery work. Doing so not only speeds up the process – since local builders and organizations are already here and understand the community's needs – but also helps our local economy by creating jobs. The County appreciates the patience of our residents and will continue to push for the fastest possible rollout. Every day, we are working to move from planning to action. By combining careful preparation with a commitment to speed, Pasco County aims to deliver recovery assistance to our community without unnecessary delay.

Our team truly understands that people's lives are on hold waiting for this help. We are accountable to you, our community, and we are dedicating all necessary resources to get these disaster recovery programs implemented. As of now, we anticipate being able to launch the first programs in the very near future (pending final HUD approval). No one will be left waiting longer than necessary. Pasco County will continue to communicate updates on the timeline. When we have concrete start dates, we will broadcast that information widely – through public notices, community updates, and direct outreach – so that everyone knows help is on the way and how to access it.

Miscellaneous

Summary of Comments

Seven comments (~6% of total) did not fit neatly into the categories above, touching on broader or unique issues. One resident asked whether the County has performed any comparative analysis with other disaster-struck places (like post-Katrina New Orleans) – this was addressed in the Planning section, but it reflects a general interest in how Pasco is benchmarking its recovery plan against best practices. Another question was whether CDBG-DR funds could be used to evaluate or improve the effectiveness of County departments themselves – essentially suggesting an internal review or capacity-building effort to ensure that local government is fully prepared to utilize the disaster funds efficiently. (For example, one commenter recommended upgrading the County's emergency management computer systems to better handle disasters.) In response, a clarification was needed: by law, federal disaster dollars must be used for specific recovery projects and programs, not for internal administrative improvements, so such expenses are not eligible.

Additional feedback touched on the allocation of the budget and general trust in the County. One commenter pointed out that the budget for Administration in the Action Plan is relatively high (observing that it was about one-third of the amount dedicated to Mitigation) and questioned why the administrative allocation was set so high. In contrast, another attendee offered praise – a resident living on the Wesley Chapel/Zephyrhills border thanked County staff for doing a great job listening to residents and acknowledged that the County is doing the best it can with the funding available. This supportive comment reflected understanding of the challenges the County faces and an appreciation for its efforts.

County Response

Pasco County appreciates the wide range of ideas and questions raised in these miscellaneous comments. As noted in the Planning response, we have looked at lessons learned from other recoveries and consulted experts so that we can adopt proven strategies and avoid past mistakes. We are continuously striving to improve our own processes as well. Regarding the question of using CDBG-DR funds to evaluate County departments: by law, these federal dollars must be used for specific recovery projects and programs, not for internal administrative studies or general government upgrades. That means we cannot directly spend disaster grant money on an operational review of our departments or on unrelated improvements like new county computer systems. However, we want to assure the public that we are absolutely committed to efficient management of this recovery effort. Even without using grant funds for it, the County continuously works to improve its internal processes. For this CDBG-DR grant, we have set up a dedicated team to oversee the projects, and we are monitoring our performance closely. We will adjust as needed to ensure the efficient use of all funds. In short, we are actively making sure that our departments collaborate and perform at the highest level to deliver the recovery programs. For this reason, we have allocated 5% of the total grant for Administration. This 5% is allowed by HUD per the Universal Notice that governs this allocation. We will use this for administrative costs and to cover any failed projects, so that failed projects do not need to be repaid through County funding. Together, this ensures we have the appropriate resources to fully support efficient and effective program delivery, while also protecting the County against any reimbursement costs that HUD may deem ineligible. The County plans to evaluate its budget and expenditures annually, and funds may be reallocated between programs as necessary.

Closing Comments

The County is grateful for the encouraging feedback from the resident who acknowledged our staff's hard work. We have strived to listen to the community throughout this process, and it's heartening to hear that residents feel heard. Pasco County will continue to do our very best with the resources we have. Our team lives in this community, too, and we are deeply invested in its recovery. As we move forward, we remain dedicated to a comprehensive, transparent, and accountable recovery process. We believe that by working together with our residents – listening to concerns, applying best practices, and managing funds responsibly – we can rebuild a stronger Pasco County and Better Future for everyone.

Appendix D: Standard Form 424

The County will enter Standard Form 424 here in the final submission of this Action Plan to HUD.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0809 **DATE:** 6/16/2026

SUBJECT: Library System Advisory Board/Library Cooperative Board Meeting Minutes — April 14, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0809 - Library System Advisory Board-Library Cooperative Board Meeting Minutes - April 14 2026

Pasco County Library System
Library System Advisory Board (LAB) & Library Cooperative Board (COOP)
Tuesday, April 14, 2026
1:30 PM – 3:00 PM
Land O' Lakes Branch Library

MEETING MINUTES

I. CALL TO ORDER

The meeting was called to order and roll was called at 1:38 PM, on April 14, 2026, by Libraries Director, Sean McGarvey.

IN ATTENDANCE

Barbara De Simone, Representing Pasco County Commission District IV*
Doug Butler, Representing Pasco County Commission District V*
Ron Becker, Representing the City of New Port Richey*
Roz Fenton, Representing Countywide Friends of the Library*
Henry Riley, Representing the City of Dade City*
Susan Dillinger, Representing Pasco County At Large (West side)
Peggy Panak, Director – Zephyrhills Public Library
Sean McGarvey, Director – Pasco County Libraries
Robert Speich, Librarian III Community Engagement – Pasco County Libraries
Alesha Hassard, Project Coordinator II – Pasco County Libraries
Tanisha Otten, Administrative Assistant – Pasco County Libraries

VIRTUAL

Richard Hayes, Representing Pasco County Commission District III*

EXCUSED

BJ Jarvis, Representing Pasco County Commission District I*
Elayne Bassinger, Representing Pasco County Commission District II*
Anjali Bedi, Representing the City of Zephyrhills*

*Indicates voting Member

II. PUBLIC COMMENT

No public attendees were present.

III. APPROVAL OF MEETING MINUTES – MARCH 10, 2026

A motion was made by Doug Butler, and seconded by Barbara DeSimone, to accept and file meeting minutes from March 10, 2026.

IV. OFFICER/COMMITTEE REPORTS

A. CITY OF ZEPHYRHILLS – PEGGY PANAK

1. The Daughters of the American Revolution (DAR) are still partnering with the Library and doing book readings. The books will be sent to the library in Dade City afterward, and the DAR will be participating in the reading program at that branch as well.
2. Spring Break went well, and a program occurred every day of the week.
3. The city of Zephyrhills has put together a book called "Dogtown," which will be part of a story-writing contest for third-grade students.

B. CITY OF NEW PORT RICHEY – RON BECKER

1. The Friends of the New Port Richey Library hosted "The Lucky Nugget Casino Night," on February 28, 2026. This was a shared fundraiser with the Richey Suncoast Theatre, and the event was a success.
2. The Library's Internet Acceptable Use Policy was revised to be compliant with the Children's Internet Protection Act (CIPA).
3. The Touch-a-Truck event is happening on Saturday, May 30, 2026, and is anticipated to be largely attended.
4. E.L.R.O.Y. Mobile Library has been a success and is getting many visitors.

C. PASCO COUNTY LIBRARY NEWS

1. 250th Celebration of America Events
    a. The kick-off event is the Great American Farmer's Market – Saturday, May 16, 2026, at the Starkey Ranch Theatre Library Cultural Center.
    b. The series of events can be found on the Pasco County website at: Celebrating America's 250th.

V. UNFINISHED BUSINESS

A. "NATIONAL LIBRARY WEEK"

1. "National Library Week" will occur during the week of April 19, 2026.
2. A resolution for "National Library Week" will be presented during the April 21, 2026, BOCC Meeting in New Port Richey, at the West Pasco Government Center.

VI. NEW BUSINESS

A. NATIONAL ARTS PROGRAM (NAP) – PASCO PERSPECTIVE

1. The fourth annual Pasco Perspective art show, sponsored by The National Arts Program, gives Pasco County team members, their immediate family, and volunteers the opportunity to professionally exhibit their artwork and compete for cash prizes.
2. The exhibit will be displayed at the West Pasco Government Center in New Port Richey, from August 3 through October 2, 2026.
3. Additional information for Pasco Perspective can be found on the Pasco County website at: Pasco County | The National Arts Program Foundation.

B. HUDSON LIBRARY UPDATES

1. Hudson Library Updates
    a. Disaster Recovery Grant Funding will be utilized for bringing all exterior windows up to code and replacing them with hurricane-resistant units. The roof will be repaired, and a new generator will be installed.
    b. The parking lot will be completely resurfaced and will include ADA parking at the front of the building.

C. FRIENDS OF THE LIBRARY MISSION

1. It was suggested that a new priority of the Countywide Friends be to organize and coordinate ways to increase membership.
2. A meeting to discuss ideas on how to increase membership will be planned for the near future. Other Friends groups are encouraged to attend as well.

VII. ANNOUNCEMENTS

Next Meeting is Tuesday, May 12, 2026, at 1:30 PM, at the New Port Richey Public Library.

VIII. ADJOURNMENT

The meeting was adjourned at 2:39 PM, on April 14, 2026, by Sean McGarvey.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0829 **DATE:** 6/16/2026

SUBJECT: Lexington Oaks Community Development District Agenda - April 16, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. 2026-04-16 Lexington Oaks Revised Agenda Package

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Lexington Oaks Community Development District

April 16, 2026

Agenda Package

2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33706

CLEAR PARTNERSHIPS



Lexington Oaks Community Development District

Board of Supervisors
Rick Carroll, Chairman
Terry Bechtel, Vice Chairman
William Palermo, Assistant Secretary
Scott A. Carlson, Assistant Secretary
Butch Straber, Assistant Secretary

Mark Vega, District Manager
Whitney Sousa, District Counsel
Stephen Brletic, District Engineer
Todd Wilhelmi, Site Manager
Ruben Nesbitt, Accountant
John Fowler, Field Service Inspector
Diana Kapatsyna, District Admin Assistant

Regular Meeting Agenda
Thursday, April 16, 2026 – 6:30 p.m.

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Audience Comments**
4. **Items for Consideration, Additions, Deletions**
5. **Staff Report**
   - A. Landscape Report – Yellowstone
   - B. Irrigation Report – Ballenger
   - C. Accounting Staff Report
     - i. Discussion of Cash Flow Report ..... Page 3
   - D. Engineer's Report
   - E. Counsel's Report
   - F. Field Inspection Report ..... Page 4
   - G. District Manager's Report
6. **Consent Agenda**
   - A. Minutes of March 19, 2026 Regular Meeting ..... Page 15
   - B. Review of the February 2026 Financials ..... Page 18
   - C. Ratification of Blue Wave Lighting Proposal for Front Entrance for $36,500.00 ..... Page 54
7. **Supervisors' Requests and Comments**
8. **Adjournment**

The next Workshop is scheduled for Thursday, May 7, 2026 at 9:00 a.m.
The next Meeting is scheduled for Thursday, May 21, 2026 at 6:30 p.m.

District Office:
Inframark, LLC
2005 Pan Am Circle, Suite 300
Tampa, Florida 33706
813-991-1140

Meeting Location:
Lexington Oaks Community Center
26304 Lexington Oaks Boulevard
Wesley Chapel, Florida 33544
813-907-8718

www.lexingtonoakscdd.org

Lexington Oaks

Investment Analysis - General Fund

(updated 04/08/2026)

Account Balances

Account Name	Maturity Date	Interest Rate	Account Balance	Comments / Notes
Valley Bank		3.56%	$1,943,886	Current Balance as of 04/08/2026
Truist Bank		0.01%	$97,578	Current Balance as of 04/08/2026
Bank United		3.40%	$144,180	Current Balance as of 04/08/2026
Total Account Balances			**$2,185,644**	

Cash Flow Analysis

Operating Accounts (Checking)	**Mar-26**	
Beginning Bank Balance as of 04/2026	$2,185,644	
o/s AP as of 04/08/2026	(236,474)	Cash required to finance April 2026
Loan Payment	-	
Cash Out - DS	-	
Cash In - Assessment Pending Receipt	76,664	PENDING TAX REVENUE
Due to Debt Service Fund	(3,023)	TAX REVENUE IN TRANSIT
Ending Balance (1)	**$2,022,810**	**Projected Cash Available as of 04.08.2026 through to 11.30.2026**

Trend Report		
October	215,803	
November	179,419	
December	189,695	
January	161,232	
February	116,213	
March	172,472	Based on average monthly burn rate
April		
May		
June		
July		
August		
September		
	1,034,834	
	6	
	172,472	Average based on actuals/number of months
	64,002	A/P 04/08/2026
	236,474	

Avarage Monthly Expenditure	$172,472	Excluding payables
Cash required to finance 7 months to Nov-26	$1,207,306	
Net positive cash flow 11.30.2026	$815,504	



Lexington Oaks CDD

Field Inspection Report - March 2026

Wednesday, March 25 2026

Prepared For Board Of Supervisors

29 Items Identified

29 Items Incomplete

John Fowler

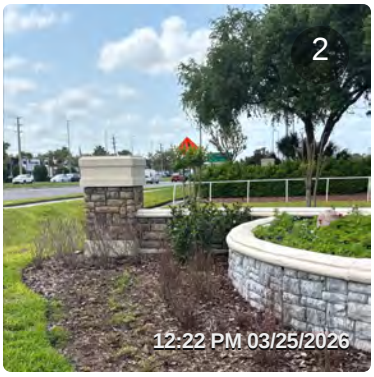
Inframark

Item 1

Assigned To: Yellowstone

Schedule rejuvenation cut backs for frost damaged material at the entrance and exit corners of CR 54 and Lexington Oaks Blvd. intersection.



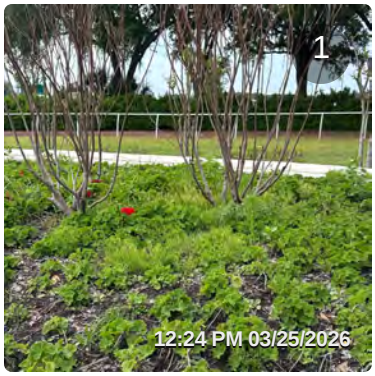


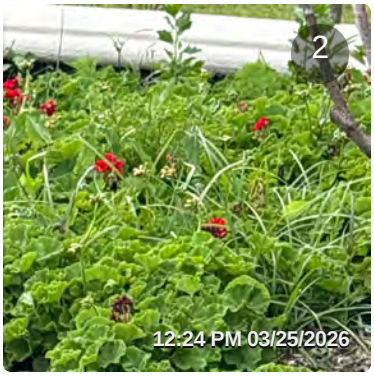
Plants were replaced

Item 2

Assigned To: Yellowstone

Treat weeds in the raised planter beds of entrance and exit corners of CR 54 and Lexington Oaks Blvd. intersection.





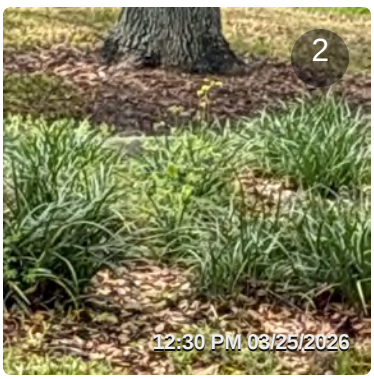
This was completed already

Item 3

Assigned To: Yellowstone

Treat/hand pull large weeds in Liriope in the South median on Lexington Oaks Blvd.





This was completed last service visit.

Item 4

Assigned To: Yellowstone

Noting a cut drip line, most likely inactive, that should be cut back so not exposed at Oak tree on East Row of Lexington Oaks approximately halfway between CR 54 and Post Oak Blvd.



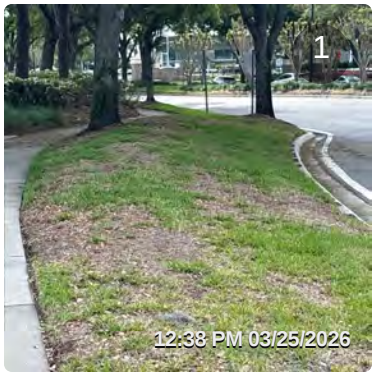


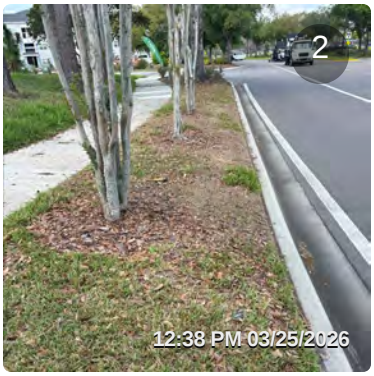
Balenger

Item 5

Assigned To: Yellowstone

Noting bare areas in turf along the ROWs of Lexington Oaks Blvd. where winter weeds have died back and struggling areas under Oak canopies.





Weeds and fert were just sprayed on property 4/7,4/8

Item 6

Assigned To: Aquatics

Treat small area of pond 1A. Also noting, possibly pond bank restoration may be needed.





Item 7

Assigned To: Yellowstone

Noting downed landscape debris that needs removal at the lift station on Lexington Oaks Blvd. Located across the street from the digital community sign.



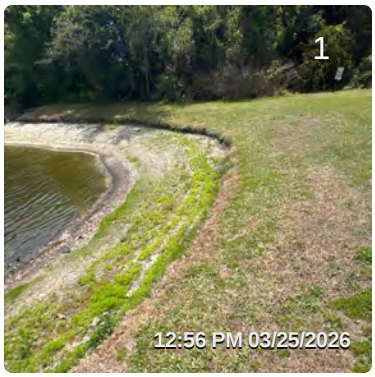


4/15/26

Item 8

Assigned To: Aquatics

Treat weeds starting to grow on banks of pond 2A.

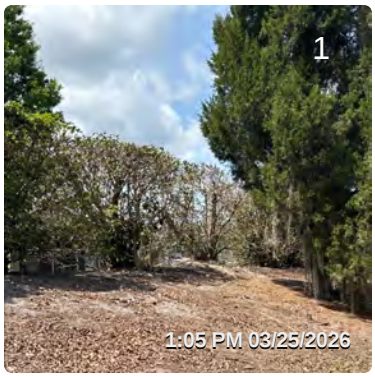


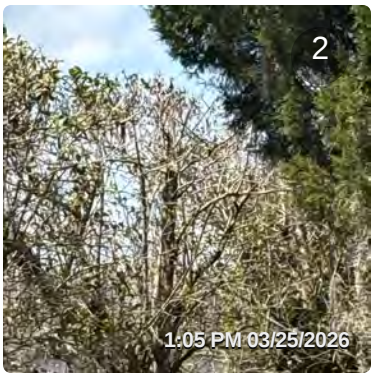


Item 9

Assigned To: Yellowstone and Ballenger

Diagnosed and treat a couple declining viburnum on the berm of Affirmed Dr. Check the irrigation is working here properly.

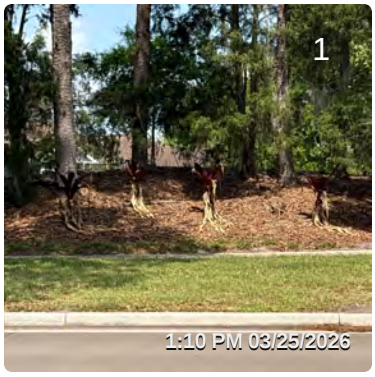


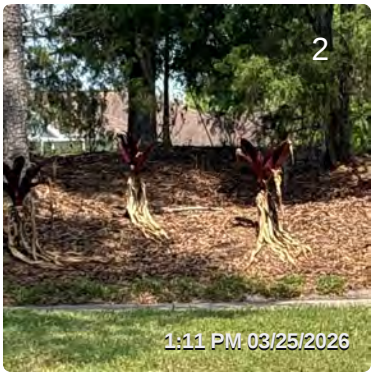


Item 10

Assigned To: Yellowstone

Clean out dead material in Crinum Lilies on Lexington Oaks Blvd. across the street from Bold Venture Pl.





completed

Item 11

Assigned To: Yellowstone

Noting a few recently planted Viburnum are struggling to establish and may need replacement on Lexington Oaks Blvd.



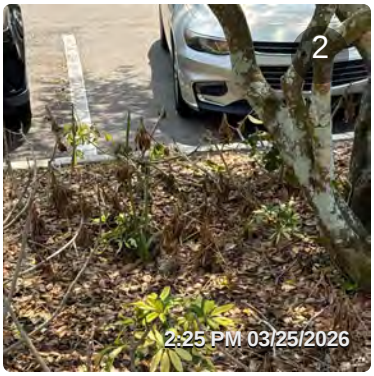


Item 12

Assigned To: Yellowstone

Remove the dead material out of the Arboricolas on the entrance and exit sides at the intersection of the community center parking lot.





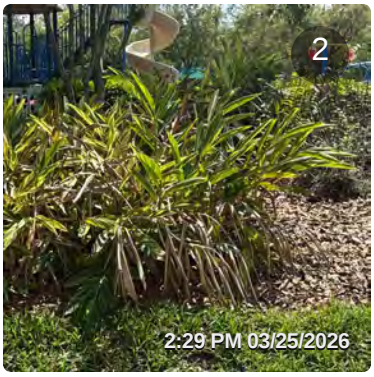
Plants were cut back will try and remove some more of the dead 4/15/26

Item 13

Assigned To: Yellowstone

Clean out dead material in ferns and Shell Ginger on the ROW berm of Lexington Oaks Blvd. by the community playground.





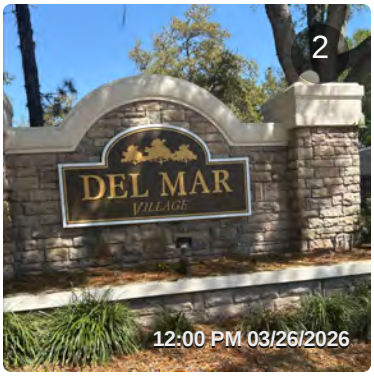
completed

Item 14

Assigned To: Yellowstone

There are a few annuals at the raised planters for the Del Mar Village monuments. However, they are lacking here compared to all the other raised planters throughout the district.



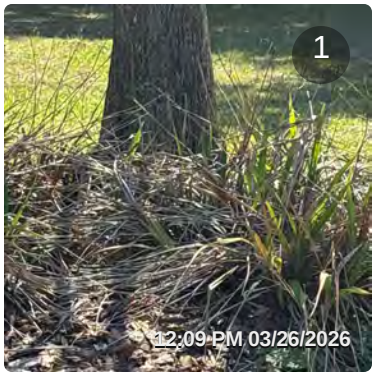


annuals are due for a rotation next month. Irrigation related

Item 15

Assigned To: Yellowstone

Clean out dead material in the Flax Lilies in bed by community tennis court off of War Admiral Dr.



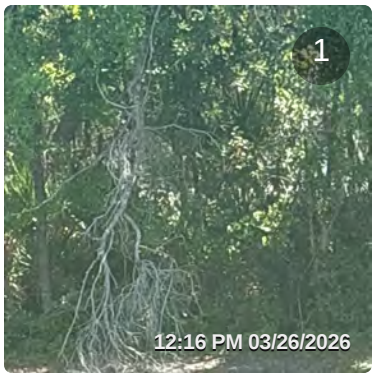


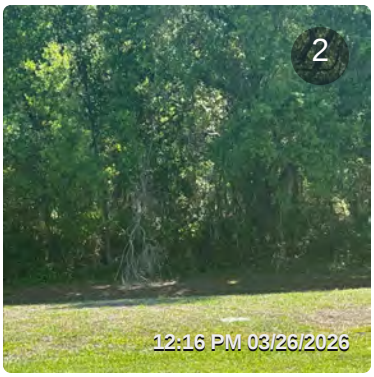
4/20/26

Item 16

Assigned To: Yellowstone

Noting a dead hanging branch along
the preserve line that should be considered for removal on War Admiral Dr. across the street from Commendable Loop.

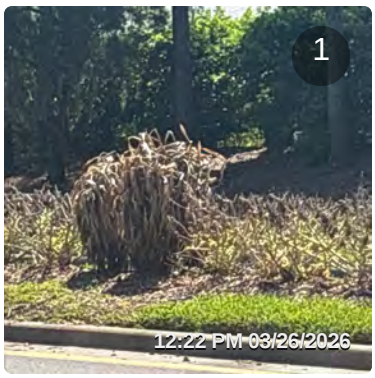


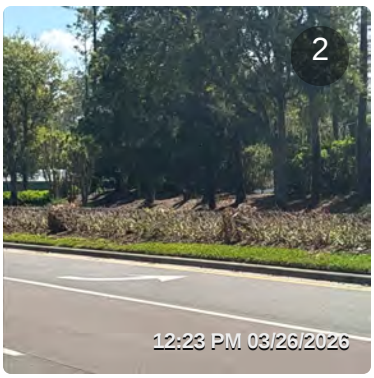


Item 17

Assigned To: Yellowstone

Need rejuvenation cut backs on the medians on Lexington Oaks Blvd. between the large round about to War Admiral Dr.



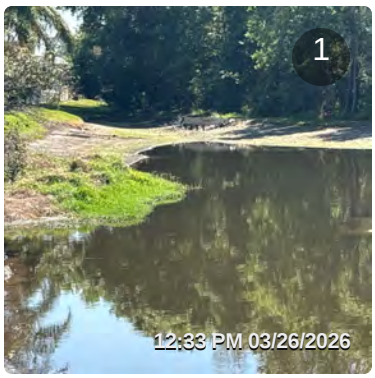


completed

Item 18

Assigned To: Aquatics

Treat grassy weeds in pond 18 B and remove a small branch.





Item 19

Assigned To: Yellowstone

Noting a large ant mound that needs treatment along the sidewalk of Aptitude Terr. near access point for pond 19 A.



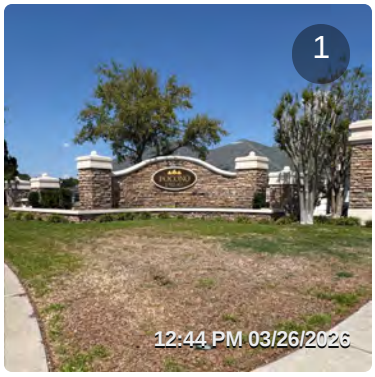


ant piles are ongoing issue. crew has bait

Item 20

Assigned To: Yellowstone and Ballenger

Diagnose and treat declining turf in front of the entrance and exit monuments of Pocono Village. Ensure irrigation is working properly here. This is the intersection of Riva Ridge Dr. and Lexington Oaks Boulevard.

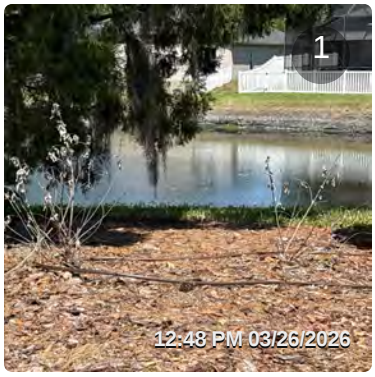




Item 21

Assigned To: Yellowstone

Noting a few dead Viburnum that should be removed and considered for replacement on Lexington Oaks Boulevard right away by pond 20 A.



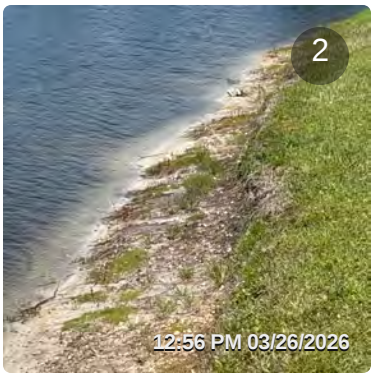


Item 22

Assigned To: Aquatics

Overall, pond 22 A appears healthy. Need to treat small Weed starting to grow along the bank.





Item 23

Assigned To: Board

Noting several ponds throughout the district are very low. This one is 24 A.



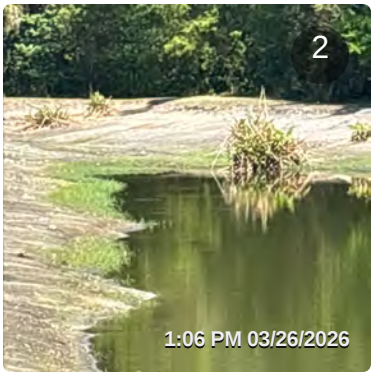


Item 24

Assigned To: Aquatics

Treat undesirable grassy weeds for pond 23 C.

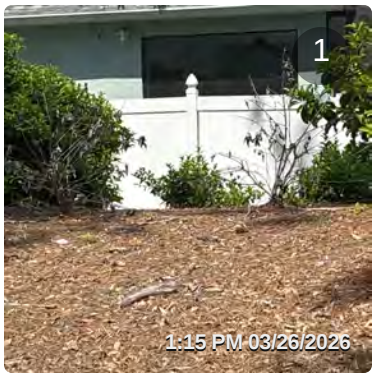


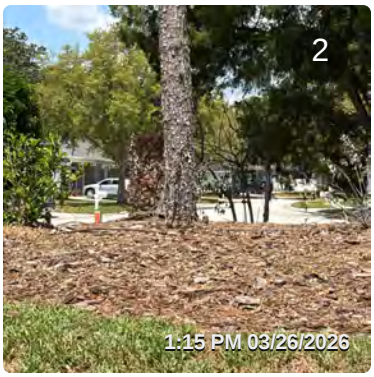


Item 25

Assigned To: Yellowstone and Ballenger

Noting several dead recently installed Viburnum on Lexington Oaks Boulevard ROW across the street from Gato Del Sol Cir. Does the irrigation work properly here?





Item 26

Assigned To: Yellowstone

Treat weeds and general cleanup behind Northampton Village Monument on the exit side.





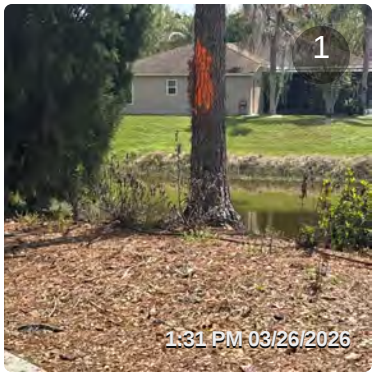
completed

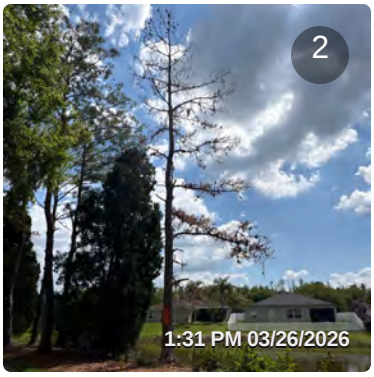
Item 27

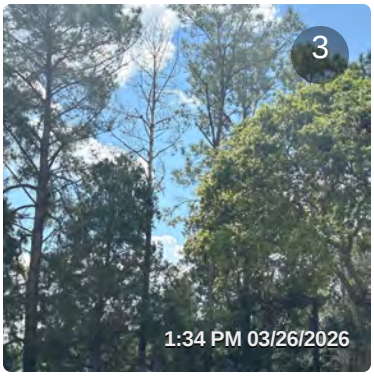
Assigned To: Yellowstone

There are a few more dead viburnum on Lexington Oaks Boulevard between Riva Ridge Dr. and Spectacular Bid Dr. Also, there are a couple dead pine trees marked for removal. When will this be completed?

Lexington has a tree company I mark the trees and give a list of locations. this is completed



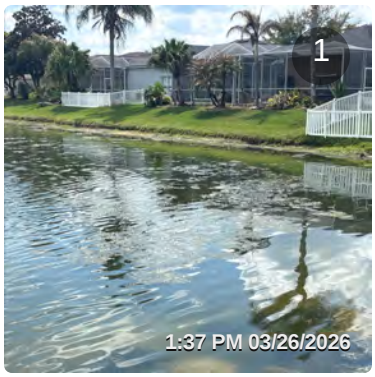




Item 28

Assigned To: Aquatics

Treat Algae starting to form on pond 33 A. Need to remove broken down pine branches in the pond on the north end. Treat weeds starting to grow along the bank.





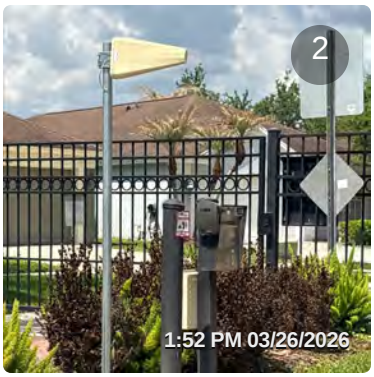


Item 29

Assigned To: Yellowstone

Schedule a rejuvenation cutback for the plant material in median before entering gate of Cannonade Dr. Will these recover?





These have been cut in half might need to cut them lower

MINUTES OF MEETING
LEXINGTON OAKS
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Lexington Oaks Community Development District was held on Thursday, March 19, 2026 at 6:30 p.m. at the Lexington Oaks Clubhouse, 26304 Lexington Oaks Boulevard, Wesley Chapel, Florida.

Present and constituting a quorum were:

Rick Carroll	Chairman
Terry Bechtel	Vice Chairman
Butch Straber	Assistant Secretary
Scott A. Carlson	Assistant Secretary
William Palermo	Assistant Secretary

Also presents were:

Mark Vega	District Manager
Todd Wilhelmi	Site Manager

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS **Roll Call**

The roll was called. A quorum was established.

SECOND ORDER OF BUSINESS **Pledge of Allegiance**

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS **Audience Comments**

A resident asked who had been driving a golf cart with security on it. It was clarified that the golf cart in question was not associated with the CDD.

Another resident asked for an update regarding Churchill irrigation. It was noted that Ballenger had been awarded the work.

FOURTH ORDER OF BUSINESS **Items for Consideration, Additions, Deletions**

None.

FIFTH ORDER OF BUSINESS **Staff Report**

A. Accounting Staff Report

The accountant will attend the April meeting and provide a cash flow report.

B. Engineer's Report

Mr. Brletic reported that the basketball court project had been completed.

C. Counsel's Report

Mr. Vega read an email from Ms. Sousa regarding the Ballenger Irrigation contract.

D. Site Manager's Report

i. Irrigation Report

Discussion ensued regarding ongoing irrigation and landscape items. The Board advised that Jona from Ballenger indicated the pressure logger was a high priority item and should be completed the following week.

Mr. Wilhelmi presented Mr. Ballenger's proposal for nine (9) viburnum bushes and 1,788 square feet of St. Augustine sod.

It was noted that Jona would meet with Mr. Wilhelmi on March 24, 2026, to review the clocks and the wet area near the entrance.

It was further noted that Jona would speak with Sean at Ballenger to follow up on the gate valve project, which had not yet begun.

Mr. Wilhelmi stated he would provide color samples at the workshop and would ask the painters to reprice the work using the same paint.

E. District Manager's Report

Mr. Vega reminded the Board that the regular meeting will be on Monday, April 16, 2026, at 6:30 p.m.

SIXTH ORDER OF BUSINESS **Consent Agenda**

A. Ratification of Proposal Irrigation Supplementation for Reclaimed Water

Tabled.

B. Minutes of February 19, 2026 Regular Meeting and March 5, 2026 Workshop
During discussion of March 5, 2026 Workshop Minutes, the Board requested that Item 8 be amended to reflect that Mr. Straber would have the article from September 2025 run again in the newsletter.

C. Review of the January 2026 Financials

On MOTION by Mr. Palermo, seconded by Mr. Straber the January 2026 Financials and the February 19, 2026 Regular

Meeting and March 5, 2026 Workshop was amended correcting the 8th Order of Business were approved as presented. 5-0

SEVENTH ORDER OF BUSINESS **Supervisors' Requests and Comments**

Mr. Bechtel requested a proposal for a 6ix foot fence next to the cart path.

Mr. Carlson stated that the playground questions should be addressed at the workshop. He also commented that the cart path matters need to be resolved.

Mr. Palermo had no requests.

Mr. Carroll had no requests.

Mr. Straber had no requests.

EIGHTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. A. Carlson, seconded by Mr. Palermo, with all in favor, the meeting was adjourned at 7:49 pm.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

Notes to the Financial Statements

Financial Overview / Highlights

- Total revenues are currently at 92.00% of the annual budget. 95.19% of special assessments have been collected through February.
- Total expenditures are at approximately 45.77% of the annual budget.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Explanation
Expenditures - General Fund				
Administration				
ProfServ-Special Assessment	$13,310	$13,310	100%	Inframark - assessment/revenue collection services.
ProfServ-Trustee Fees	$6,914	$7,323	94%	U.S. Bank - trustee fees for FY 2026.
Insurance-General Liability	$17,183	$17,607	98%	EGIS Insurance Advisors - premium paid for FY 2026.
Field				
Insurance-Property	$31,060	$33,647	92%	EGIS Insurance Advisors - premium paid for FY 2026.
R&M-Irrigation	$25,265	$30,000	84%	Ballenger Landcare - irrigation repairs $30,133; other miscellaneous repairs.
R&M-Mulch	$22,792	$22,040	103%	Southeast Spreading Company - mulch installation pine bark.
R&M-Annuals	$16,140	$26,250	61%	Yellowstone Landscape - annual install $11,150; Wiley's Wholesale Plants - annual install $4,990.
Utilities				
Contracts-Solid Waste Service	$2,209	$1,735	127%	Waste Connections of FL - services for solid waste.
Parks and Recreation				
Workers Compensation	$4,830	$8,490	57%	EGIS Insurance Advisors - premium paid for FY 2026.
Contract-Security Alarms	$2,320	$1,000	232%	Time on Target Pro Security - security monitoring $1,360; other monitoring fees.
R&M-Clubhouse	$13,536	$20,000	68%	Advanced Energy Solutions - repair electrical devices & panels, replace a/c heat breaker $4,080; Tim Hawk - install heat kit, clean air ducts, a/c repairs $8,387; other miscellaneous supplies and repairs.
R&M-Pools	$7,597	$15,000	51%	Brennick Brothers - repair pool heater, installed air bleeders $4,372; Cooper Pools - install separation tank, biohazard cleanup, regrout tile/coping $3,225; other miscellaneous supplies and repairs.
Holiday Lighting & Decorations	$10,334	$6,000	172%	FLP - lighting and holiday decorations.
Reserves				
Reserve - Boundary Walls/Fences/Monuments	$68,615	$20,000	343%	Superior Sealers - barrier wall repair $67,592; Advanced Energy Solutions - repair sprinkler system, replace monument GFCI $1,023.
Reserve - Parks	$48,023	$30,000	160%	Superior Sealers - resurface basketball court $44,472; Tampa Bay Awning - install awning $3,651.
Reserve - Ponds & Drainage	$107,150	$100,000	107%	Finn Outdoor - pond bank repair.

The notes are intended to provide additional information helpful when reviewing the financial statements.

Notes to the Financial Statements

Reserve - Sidewalks & Irrigation	$26,277	$20,000	131%	Precision Sidewalk Saftey Corp. - sidewalk repairs $21,927; Finn Outdoor - sidewalk panel repairs $4,350.

The notes are intended to provide additional information helpful when reviewing the financial statements.

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Lexington Oaks Community Development District

Financial Report

February 28, 2026

CLEAR PARTNERSHIPS



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LEXINGTON OAKS

Community Development District

Financial Statements

(Unaudited)

February 28, 2026

Balance Sheet
February 28, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND - HAWTHORNE GATE	GENERAL FUND - PREAKNESS GATE	SERIES 2021 DEBT SERVICE FUND	TOTAL
ASSETS					
Cash - Checking Account	$ 2,152,304	$ -	$ -	$ -	$ 2,152,304
Accounts Receivable	563	-	-	-	563
Due From Other Districts	1,696	-	-	-	1,696
Due From Other Funds	-	140,664	220,002	14,457	375,123
Investments:					
Money Market Account	143,771	-	-	-	143,771
Prepayment Account B	-	-	-	40	40
Reserve Fund A	-	-	-	23,353	23,353
Reserve Fund B	-	-	-	12,245	12,245
Revenue Fund A	-	-	-	244,727	244,727
Revenue Fund B	-	-	-	121,502	121,502
Prepaid Items	305	-	-	-	305
Utility Deposits - TECO	855	-	-	-	855
TOTAL ASSETS	**$ 2,299,494**	**$ 140,664**	**$ 220,002**	**$ 416,324**	**$ 3,076,484**
LIABILITIES					
Accounts Payable	$ 20,447	$ 50	$ -	$ -	$ 20,497
Accrued Expenses	5,274	-	-	-	5,274
Sales Tax Payable	57	8	3	-	68
Due To Other Funds	375,123	-	-	-	375,123
TOTAL LIABILITIES	**400,901**	**58**	**3**	**-**	**400,962**

Balance Sheet
February 28, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND - HAWTHORNE GATE	GENERAL FUND - PREAKNESS GATE	SERIES 2021 DEBT SERVICE FUND	TOTAL
FUND BALANCES					
Nonspendable:					
Prepaid Items	305	-	-	-	305
Deposits	855	-	-	-	855
Restricted for:					
Debt Service	-	-	-	416,324	416,324
Assigned to:					
Operating Reserves	361,129	1,183	1,180	-	363,492
Reserves - Boundary Walls/Fences/Monuments	28,952	-	-	-	28,952
Reserves - Clubhouse	55,000	-	-	-	55,000
Reserves - Fitness Center	34,915	-	-	-	34,915
Reserves - Gate	-	11,279	8,989	-	20,268
Reserves - Landscape	30,000	-	-	-	30,000
Reserves - Park	36,333	-	-	-	36,333
Reserves - Ponds & Drainage	34,300	-	-	-	34,300
Reserves - Pools	67,987	-	-	-	67,987
Reserves - Roadways	-	73,454	161,078	-	234,532
Reserves - Sidewalks	-	20,516	6,740	-	27,256
Reserves - Sidewalks & Irrigation	49,654	-	-	-	49,654
Reserves - Signs/Monuments/Fence	19,983	-	-	-	19,983
Unassigned:	1,179,180	34,174	42,012	-	1,255,366
TOTAL FUND BALANCES	**$ 1,898,593**	**$ 140,606**	**$ 219,999**	**$ 416,324**	**$ 2,675,522**
TOTAL LIABILITIES & FUND BALANCES	**$ 2,299,494**	**$ 140,664**	**$ 220,002**	**$ 416,324**	**$ 3,076,484**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
REVENUES						
Interest - Investments	$ 70,000	$ 29,169	$ 30,331	$ 1,162	43.33%	$ 6,215
Room Rentals	20,000	8,331	6,309	(2,022)	31.55%	2,100
Interest - Tax Collector	2,234	932	1,728	796	77.35%	-
Special Assmnts- Tax Collector	1,845,499	1,757,808	1,756,678	(1,130)	95.19%	28,170
Special Assmnts- Discounts	(73,820)	(73,323)	(69,242)	4,081	93.80%	(563)
Other Miscellaneous Revenues	20,000	8,338	7,459	(879)	37.30%	895
TOTAL REVENUES	**1,883,913**	**1,731,255**	**1,733,263**	**2,008**	**92.00%**	**36,817**
EXPENDITURES						
Administration						
P/R-Board of Supervisors	24,000	10,000	10,200	(200)	42.50%	2,000
Payroll-Other	4,200	1,750	3,748	(1,998)	89.24%	909
FICA Taxes	2,157	899	780	119	36.16%	153
Unemployment Compensation	30	13	10	3	33.33%	2
ProfServ-Arbitrage Rebate	1,700	1,700	-	1,700	0.00%	-
ProfServ-Dissemination Agent	1,000	417	-	417	0.00%	-
ProfServ-Engineering	20,000	8,333	9,495	(1,162)	47.48%	1,410
ProfServ-Legal Services	30,000	12,500	4,319	8,181	14.40%	-
ProfServ-Mgmt Consulting	65,180	27,163	26,368	795	40.45%	5,274
ProfServ-Property Appraiser	150	150	-	150	0.00%	-
ProfServ-Special Assessment	13,310	13,310	13,310	-	100.00%	-
ProfServ-Trustee Fees	7,323	7,323	6,914	409	94.41%	-
ProfServ-Web Site Development	2,000	833	-	833	0.00%	-
Auditing Services	7,500	3,750	-	3,750	0.00%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
Contract-Website Hosting	1,553	647	-	647	0.00%	-
Website Compliance	1,520	633	-	633	0.00%	-
Postage and Freight	800	338	446	(108)	55.75%	85
Insurance - General Liability	17,607	17,607	17,183	424	97.59%	-
Printing and Binding	800	338	-	338	0.00%	-
Legal Advertising	2,000	833	92	741	4.60%	-
Misc-Bank Charges	1,100	458	717	(259)	65.18%	131
Misc-Property Taxes	2,000	2,000	-	2,000	0.00%	-
Misc-Assessment Collection Cost	36,910	34,756	33,749	1,007	91.44%	552
Misc-County Tax Bill	4,267	4,267	5,152	(885)	120.74%	-
Office Supplies	250	104	-	104	0.00%	-
Annual District Filing Fee	175	175	175	-	100.00%	-
Total Administration	247,532	150,297	132,658	17,639	53.59%	10,516
Flood Control/Stormwater Mgmt						
Contracts-Lake and Wetland	24,600	10,250	10,250	-	41.67%	2,050
R&M-Lake	3,000	1,250	-	1,250	0.00%	-
R&M-Mitigation	2,500	1,042	-	1,042	0.00%	-
Total Flood Control/Stormwater Mgmt	30,100	12,542	10,250	2,292	34.05%	2,050
Field						
Contracts-Landscape	204,974	85,407	85,405	2	41.67%	17,081
Contracts-Irrigation	25,272	10,530	10,530	-	41.67%	2,106
Insurance - Property	33,647	33,647	31,060	2,587	92.31%	-
R&M-Entry Feature	8,000	3,333	1,615	1,718	20.19%	-
R&M-Irrigation	30,000	12,500	25,265	(12,765)	84.22%	429

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
R&M-Mulch	22,040	9,183	22,792	(13,609)	103.41%	-
R&M-Plant Replacement	60,000	25,000	3,062	21,938	5.10%	-
R&M-Sidewalk Cleaning	12,000	5,000	-	5,000	0.00%	-
R&M-Annuals	26,250	10,938	16,140	(5,202)	61.49%	4,990
R&M-Tree Replacement	10,000	4,169	-	4,169	0.00%	-
R&M-Tree Removal	65,000	27,083	9,500	17,583	14.62%	1,600
Misc-Contingency	150,000	62,500	46	62,454	0.03%	46
Capital Improvements	100,000	41,667	-	41,667	0.00%	-
Total Field	747,183	330,957	205,415	125,542	27.49%	26,252
Utilities						
Contracts-Solid Waste Services	1,735	723	2,209	(1,486)	127.32%	459
Communication - Teleph - Field	8,400	3,500	3,649	(149)	43.44%	923
Electricity - General	160,000	66,667	60,214	6,453	37.63%	11,924
Utility - Gas	50,000	20,833	36,171	(15,338)	72.34%	15,033
Utility - Water & Sewer	20,000	8,333	12,623	(4,290)	63.12%	1,974
Total Utilities	240,135	100,056	114,866	(14,810)	47.83%	30,313
Parks and Recreation						
Payroll-Salaries	120,000	50,000	45,551	4,449	37.96%	7,579
Payroll-Site Manager	75,289	31,371	31,769	(398)	42.20%	5,791
FICA Taxes	14,584	6,079	5,915	164	40.56%	1,023
Workers' Compensation	8,490	4,245	4,830	(585)	56.89%	435
Unemployment Compensation	200	83	21	62	10.50%	7
Contracts-Pools	45,000	18,750	15,045	3,705	33.43%	3,750
Contracts-Security Alarms	1,000	419	2,320	(1,901)	232.00%	73

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
Contracts-Sheriff	15,000	6,250	2,865	3,385	19.10%	-
Security Monitoring Services	9,000	3,750	-	3,750	0.00%	-
R&M-Clubhouse	20,000	8,338	13,536	(5,198)	67.68%	285
R&M-Parks	5,000	2,083	143	1,940	2.86%	-
R&M-Pools	15,000	6,250	7,597	(1,347)	50.65%	2,210
R&M-Fitness Center	10,000	4,167	3,706	461	37.06%	927
Misc-Property Taxes	1,400	1,400	-	1,400	0.00%	-
Security Enhancements	5,000	2,083	1,708	375	34.16%	-
Holiday Lighting & Decorations	6,000	2,500	10,334	(7,834)	172.23%	-
Op Supplies - Clubhouse	18,000	7,500	3,767	3,733	20.93%	265
Total Parks and Recreation	368,963	155,268	149,107	6,161	40.41%	22,345
Reserves						
R&M-Boundary Walls/Fences/Monuments	20,000	20,000	68,615	(48,615)	343.08%	-
Reserve - Clubhouse	15,000	15,000	-	15,000	0.00%	-
Reserve - Fitness Center	10,000	10,000	-	10,000	0.00%	-
Reserve - Landscaping	30,000	30,000	-	30,000	0.00%	-
Reserve - Parks	30,000	30,000	48,023	(18,023)	160.08%	20,387
Reserve - Pool	25,000	25,000	-	25,000	0.00%	-
Reserve-Ponds & Drainage	100,000	100,000	107,150	(7,150)	107.15%	-
Reserve-Sidewalks & Irrigation	20,000	20,000	26,277	(6,277)	131.39%	4,350
Total Reserves	250,000	250,000	250,065	(65)	100.03%	24,737
TOTAL EXPENDITURES & RESERVES	**1,883,913**	**999,120**	**862,361**	**136,759**	**45.77%**	**116,213**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
Excess (deficiency) of revenues Over (under) expenditures	-	732,135	870,902	138,767	0.00%	(79,396)
Net change in fund balance	$ -	$ 732,135	$ 870,902	$ 138,767	0.00%	$ (79,396)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**1,027,691**	**1,027,691**	**1,027,691**			
FUND BALANCE, ENDING	**$ 1,027,691**	**$ 1,759,826**	**$ 1,898,593**			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
REVENUES						
Interest - Investments	$ 100	$ 42	$ -	$ (42)	0.00%	$ -
Special Assmnts- Tax Collector	27,949	26,858	26,604	(254)	95.19%	427
Special Assmnts- Discounts	(1,118)	(1,065)	(1,049)	16	93.83%	(9)
Gate Bar Code/Remotes	300	125	310	185	103.33%	-
TOTAL REVENUES	**27,231**	**25,960**	**25,865**	**(95)**	**94.98%**	**418**
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	517	495	511	(16)	98.84%	8
Total Administration	517	495	511	(16)	98.84%	8
Gatehouse						
Communication - Telephone	600	250	150	100	25.00%	50
Electricity - Gate	550	229	248	(19)	45.09%	-
R&M-Gate	3,064	1,277	2,829	(1,552)	92.33%	-
Total Gatehouse	4,214	1,756	3,227	(1,471)	76.58%	50
Reserves						
Reserve - Gate	3,500	3,500	-	3,500	0.00%	-
Reserve - Roadways	14,000	14,000	-	14,000	0.00%	-
Reserve - Sidewalks	5,000	5,000	2,785	2,215	55.70%	-
Total Reserves	22,500	22,500	2,785	19,715	12.38%	-
TOTAL EXPENDITURES & RESERVES	**27,231**	**24,751**	**6,523**	**18,228**	**23.95%**	**58**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
Excess (deficiency) of revenues Over (under) expenditures	-	1,209	19,342	18,133	0.00%	360
Net change in fund balance	$ -	$ 1,209	$ 19,342	$ 18,133	0.00%	$ 360
FUND BALANCE, BEGINNING (OCT 1, 2025)	**121,264**	**121,263**	**121,264**			
FUND BALANCE, ENDING	**$ 121,264**	**$ 122,472**	**$ 140,606**			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
REVENUES						
Interest - Investments	$ 500	$ 208	$ -	$ (208)	0.00%	$ -
Special Assmnts- Tax Collector	47,935	46,002	45,628	(374)	95.19%	732
Special Assmnts- Discounts	(1,917)	(1,889)	(1,798)	91	93.79%	(15)
Gate Bar Code/Remotes	200	83	47	(36)	23.50%	-
TOTAL REVENUES	**46,718**	**44,404**	**43,877**	**(527)**	**93.92%**	**717**
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	917	878	877	1	95.64%	14
Total Administration	917	878	877	1	95.64%	14
Gatehouse						
Communication - Telephone	691	288	68	220	9.84%	40
Electricity - Gate	690	288	253	35	36.67%	-
R&M-Gate	2,420	1,008	12,107	(11,099)	500.29%	506
Total Gatehouse	3,801	1,584	12,428	(10,844)	326.97%	546
Reserves						
Reserve - Gate	4,000	4,000	-	4,000	0.00%	-
Reserve - Roadways	32,000	32,000	-	32,000	0.00%	-
Reserve - Sidewalks	6,000	6,000	12,798	(6,798)	213.30%	-
Total Reserves	42,000	42,000	12,798	29,202	30.47%	-
TOTAL EXPENDITURES & RESERVES	**46,718**	**44,462**	**26,103**	**18,359**	**55.87%**	**560**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
Excess (deficiency) of revenues Over (under) expenditures	-	(58)	17,774	17,832	0.00%	157
Net change in fund balance	$ -	$ (58)	$ 17,774	$ 17,832	0.00%	$ 157
FUND BALANCE, BEGINNING (OCT 1, 2025)	**202,225**	**196,514**	**202,225**			
FUND BALANCE, ENDING	**$ 202,225**	**$ 196,456**	**$ 219,999**			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
REVENUES						
Interest - Investments	$ -	$ -	$ 1,417	$ 1,417	0.00%	$ 342
Special Assmnts- Tax Collector	379,124	363,139	360,877	(2,262)	95.19%	5,787
Special Assmnts- Discounts	(15,165)	(15,121)	(14,224)	897	93.79%	(116)
TOTAL REVENUES	**363,959**	**348,018**	**348,070**	**52**	**95.63%**	**6,013**
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	7,582	7,263	6,933	330	91.44%	113
Total Administration	7,582	7,263	6,933	330	91.44%	113
Debt Service						
Debt Retirement Series A	199,180	-	-	-	0.00%	-
Debt Retirement Series B	111,900	-	-	-	0.00%	-
Interest Expense Series A	32,327	16,164	17,174	(1,010)	53.13%	-
Interest Expense Series B	9,518	4,759	8,274	(3,515)	86.93%	-
Total Debt Service	352,925	20,923	25,448	(4,525)	7.21%	-
TOTAL EXPENDITURES	**360,507**	**28,186**	**32,381**	**(4,195)**	**8.98%**	**113**
Excess (deficiency) of revenues Over (under) expenditures	3,452	319,832	315,689	(4,143)	9145.10%	5,900
Net change in fund balance	$ 3,452	$ 319,832	$ 315,689	$ (4,143)	9145.10%	$ 5,900
FUND BALANCE, BEGINNING (OCT 1, 2025)	**100,635**	**100,635**	**100,635**			
FUND BALANCE, ENDING	**$ 104,087**	**$ 420,467**	**$ 416,324**			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL Actual Thru 2/28/2026	TOTAL FY2026 Total	TOTAL Adopted Budget	TOTAL % of Budget
Revenues																
Interest - Investments	$ 4,081	$ 3,815	$ 8,033	$ 8,189	$ 6,215	$ 5,833	$ 5,833	$ 5,833	$ 5,833	$ 5,833	$ 5,833	$ 5,833	$ 30,331	$ 71,164	$ 70,000	102%
Room Rentals	752	-	1,458	1,998	2,100	1,667	1,667	1,667	1,667	1,667	1,667	1,667	6,309	17,977	20,000	90%
Interest - Tax Collector	-	229	-	1,499	-	186	186	186	186	186	186	186	1,728	3,030	2,234	136%
Special Assmnts- Tax Collector	-	308,160	1,355,390	64,958	28,170	32,167	35,048	4,961	15,515	-	-	-	1,756,678	1,844,369	1,845,499	100%
Special Assmnts- Discounts	-	(12,639)	(54,128)	(1,911)	(563)	(497)	-	-	-	-	-	-	(69,242)	(69,738)	(73,820)	94%
Other Miscellaneous Revenues	287	(400)	6,677	-	895	1,666	1,666	1,666	1,666	1,666	1,666	1,666	7,459	19,121	20,000	96%
Total Revenues	**5,120**	**299,165**	**1,317,430**	**74,733**	**36,817**	**41,022**	**44,400**	**14,313**	**24,867**	**9,352**	**9,352**	**9,352**	**1,733,263**	**1,885,923**	**1,883,913**	**100%**
Expenditures																
Administrative																
P/R-Board of Supervisors	2,800	2,000	1,800	1,600	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	10,200	24,200	24,000	101%
Payroll-Other	755	569	759	755	909	350	350	350	350	350	350	350	3,748	6,197	4,200	148%
FICA Taxes	214	153	138	122	153	180	180	180	180	180	180	180	780	2,040	2,157	95%
Unemployment Compensation	3	2	2	2	2	3	3	3	3	3	3	3	10	32	30	107%
ProfServ-Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,700	0%
ProfServ-Dissemination Agent	-	-	-	-	-	83	83	83	83	83	83	83	-	581	1,000	58%
ProfServ-Engineering	-	1,680	4,575	1,830	1,410	1,667	1,667	1,667	1,667	1,667	1,667	1,667	9,495	21,164	20,000	106%
ProfServ-Legal Services	-	1,530	1,438	1,352	-	2,500	2,500	2,500	2,500	2,500	2,500	2,500	4,319	21,820	30,000	73%
ProfServ-Mgmt Consulting	5,274	5,274	5,274	5,274	5,274	5,431	5,431	5,431	5,431	5,431	5,431	5,431	26,368	64,387	65,180	99%
ProfServ-Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	-	-	150	0%
ProfServ-Special Assessment	-	13,310	-	-	-	-	-	-	-	-	-	-	13,310	13,310	13,310	100%
ProfServ-Trustee Fees	6,914	-	-	-	-	-	-	-	-	-	-	-	6,914	6,914	7,323	94%
ProfServ-Web Site Development	-	-	-	-	-	167	167	167	167	167	167	167	-	1,169	2,000	58%
Auditing Services	-	-	-	-	-	3,750	-	-	-	-	-	-	-	3,750	7,500	50%
Contract-Website Hosting	-	-	-	-	-	129	129	129	129	129	129	129	-	903	1,553	58%
Website Compliance	-	-	-	-	-	127	127	127	127	127	127	127	-	889	1,520	58%
Postage and Freight	98	86	44	134	85	66	66	66	66	66	66	66	446	909	800	114%
Insurance - General Liability	17,183	-	-	-	-	-	-	-	-	-	-	-	17,183	17,183	17,607	98%
Printing and Binding	-	-	-	-	-	66	66	66	66	66	66	66	-	462	800	58%
Legal Advertising	92	-	-	-	-	167	167	167	167	167	167	167	92	1,261	2,000	63%
Misc-Bank Charges	134	154	149	150	131	92	92	92	92	92	92	92	717	1,362	1,100	124%
Misc-Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	0%
Misc-Assessment Collection Cost	-	5,910	26,025	1,261	552	897	701	356	199	-	-	-	33,749	35,901	36,910	97%
Misc-County Tax Bill	-	5,152	-	-	-	-	-	-	-	-	-	-	5,152	5,152	4,267	121%
Office Supplies	-	-	-	-	-	21	21	21	21	21	21	21	-	147	250	59%
Annual District Filing Fee	-	175	-	-	-	-	-	-	-	-	-	-	175	175	175	100%
Total Administrative	33,467	35,995	40,204	12,480	10,516	17,696	13,750	13,405	13,248	13,049	13,049	13,049	132,658	229,908	247,532	93%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL Actual Thru 2/28/2026	TOTAL FY2026 Total	TOTAL Adopted Budget	TOTAL % of Budget
Flood Control/Stormwater Mgmt																
Contracts-Lake and Wetland	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	10,250	24,600	24,600	100%
R&M-Lake	-	-	-	-	-	250	250	250	250	250	250	250	-	1,750	3,000	58%
R&M-Mitigation	-	-	-	-	-	208	208	208	208	208	208	208	-	1,456	2,500	58%
Total Flood Control/Stormwater Mgmt	2,050	2,050	2,050	2,050	2,050	2,508	2,508	2,508	2,508	2,508	2,508	2,508	10,250	27,806	30,100	92%
Field																
Contracts-Landscape	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	85,405	204,972	204,974	100%
Contracts-Irrigation	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	10,530	25,272	25,272	100%
Insurance - Property	31,060	-	-	-	-	-	-	-	-	-	-	-	31,060	31,060	33,647	92%
R&M-Entry Feature	-	-	-	1,615	-	667	667	667	667	667	667	667	1,615	6,284	8,000	79%
R&M-Irrigation	1,480	6,714	14,004	2,638	429	2,500	2,500	2,500	2,500	2,500	2,500	2,500	25,265	42,765	30,000	143%
R&M-Mulch	-	23,100	(308)	-	-	1,837	1,837	1,837	1,837	1,837	1,837	1,837	22,792	35,651	22,040	162%
R&M-Plant Replacement	-	3,062	-	-	-	5,000	5,000	5,000	5,000	5,000	5,000	5,000	3,062	38,062	60,000	63%
R&M-Sidewalk Cleaning	-	-	-	-	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	7,000	12,000	58%
R&M-Annuals	-	-	11,150	-	4,990	2,188	2,188	2,188	2,188	2,188	2,188	2,188	16,140	31,456	26,250	120%
R&M-Tree Replacement	-	-	-	-	-	833	833	833	833	833	833	833	-	5,831	10,000	58%
R&M-Tree Removal	-	-	1,400	6,500	1,600	5,417	5,417	5,417	5,417	5,417	5,417	5,417	9,500	47,419	65,000	73%
Misc-Contingency	-	-	-	-	46	12,500	12,500	12,500	12,500	12,500	12,500	12,500	46	87,546	150,000	58%
Capital Improvements	-	-	-	-	-	8,333	8,333	8,333	8,333	8,333	8,333	8,333	-	58,331	100,000	58%
Total Field	51,727	52,063	45,433	29,940	26,252	59,462	59,462	59,462	59,462	59,462	59,462	59,462	205,415	621,649	747,183	83%
Utilities																
Contracts-Solid Waste Services	408	406	470	466	459	145	145	145	145	145	145	145	2,209	3,224	1,735	186%
Communication - Teleph - Field	750	330	920	725	923	700	700	700	700	700	700	700	3,649	8,548	8,400	102%
Electricity - General	12,430	12,117	11,754	11,989	11,924	13,333	13,333	13,333	13,333	13,333	13,333	13,333	60,214	153,545	160,000	96%
Utility - Gas	123	1,312	8,179	11,523	15,033	4,167	4,167	4,167	4,167	4,167	4,167	4,167	36,171	65,339	50,000	131%
Utility - Water & Sewer	4,117	4,511	40	1,983	1,974	1,667	1,667	1,667	1,667	1,667	1,667	1,667	12,623	24,294	20,000	121%
Total Utilities	17,828	18,676	21,363	26,686	30,313	20,012	20,012	20,012	20,012	20,012	20,012	20,012	114,866	254,950	240,135	106%
Parks and Recreation																
Payroll-Salaries	12,605	8,526	8,223	8,618	7,579	10,000	10,000	10,000	10,000	10,000	10,000	10,000	45,551	115,551	120,000	96%
Payroll-Site Manager	8,603	5,791	5,791	5,791	5,791	6,274	6,274	6,274	6,274	6,274	6,274	6,274	31,769	75,685	75,289	101%
FICA Taxes	1,622	1,095	1,072	1,102	1,023	1,215	1,215	1,215	1,215	1,215	1,215	1,215	5,915	14,419	14,584	99%
Workers' Compensation	4,395	-	-	-	435	2,123	-	-	2,123	-	-	-	4,830	9,076	8,490	107%
Unemployment Compensation	-	-	-	14	7	17	17	17	17	17	17	17	21	140	200	70%
Contracts-Pools	-	3,750	3,750	3,795	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	15,045	41,295	45,000	92%
Contracts-Security Alarms	69	-	1,429	749	73	83	83	83	83	83	83	83	2,320	2,901	1,000	290%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL Actual Thru 2/28/2026	TOTAL FY2026 Total	TOTAL Adopted Budget	TOTAL % of Budget
Contracts-Sheriff	-	-	1,200	1,665	-	1,250	1,250	1,250	1,250	1,250	1,250	1,250	2,865	11,615	15,000	77%
Security Monitoring Services	-	-	-	-	-	750	750	750	750	750	750	750	-	5,250	9,000	58%
R&M-Clubhouse	3,813	-	5,297	4,141	285	1,666	1,666	1,666	1,666	1,666	1,666	1,666	13,536	25,198	20,000	126%
R&M-Parks	126	-	17	-	-	417	417	417	417	417	417	417	143	3,062	5,000	61%
R&M-Pools	4,672	-	715	-	2,210	1,250	1,250	1,250	1,250	1,250	1,250	1,250	7,597	16,347	15,000	109%
R&M-Fitness Center	628	765	839	547	927	833	833	833	833	833	833	833	3,706	9,537	10,000	95%
Misc-Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,400	0%
Security Enhancements	-	1,708	-	-	-	417	417	417	417	417	417	417	1,708	4,627	5,000	93%
Holiday Lighting & Decorations	5,167	-	5,167	-	-	500	500	500	500	500	500	500	10,334	13,834	6,000	231%
Op Supplies - Clubhouse	1,439	-	210	1,853	265	1,500	1,500	1,500	1,500	1,500	1,500	1,500	3,767	14,267	18,000	79%
Total Parks and Recreation	43,139	21,635	33,710	28,275	22,345	32,045	29,922	29,922	32,045	29,922	29,922	29,922	149,107	362,804	368,963	98%
Total Expenditures	**148,211**	**130,419**	**142,760**	**99,431**	**91,476**	**131,723**	**125,654**	**125,309**	**127,275**	**124,953**	**124,953**	**124,953**	**612,296**	**1,497,117**	**1,633,913**	92%
Reserves																
R&M-Boundary Walls/Fences/Monuments	67,592	-	1,023	-	-	-	-	-	-	-	-	-	68,615	68,615	20,000	343%
Reserve - Clubhouse	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,000	0%
Reserve - Fitness Center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
Reserve - Landscaping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000	0%
Reserve - Parks	-	-	23,985	3,651	20,387	-	-	-	-	-	-	-	48,023	48,023	30,000	160%
Reserve - Pool	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%
Reserve-Ponds & Drainage	-	49,000	-	58,150	-	-	-	-	-	-	-	-	107,150	107,150	100,000	107%
Reserve-Sidewalks & Irrigation	-	-	21,927	-	4,350	-	-	-	-	-	-	-	26,277	26,277	20,000	131%
Total Reserves	67,592	49,000	46,935	61,801	24,737	-	-	-	-	-	-	-	250,065	250,065	250,000	100%
Total Expenditures & Reserves	**215,803**	**179,419**	**189,695**	**161,232**	**116,213**	**131,723**	**125,654**	**125,309**	**127,275**	**124,953**	**124,953**	**124,953**	**862,361**	**1,747,182**	**1,883,913**	93%
Excess (deficiency) of revenues Over (under) expenditures	$ (210,683)	$ 119,746	$1,127,735	$ (86,499)	$ (79,396)	$ (90,701)	$ (81,254)	$ (110,996)	$ (102,408)	$ (115,601)	$ (115,601)	$ (115,601)	870,902	138,741	-	0%
Fund Balance, Beginning (Oct 1, 2025)													**1,027,691**	**1,027,691**	**1,027,691**	
Fund Balance, Ending													**$ 1,898,593**	**$ 1,166,432**	**$ 1,027,691**	

LEXINGTON OAKS

Community Development District

Supporting Schedules

February 28, 2026

Non-Ad Valorem Special Assessments - Pasco County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2026

					ALLOCATION BY FUND				
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Hawthorne Gate Fund	Preakness Gate Fund	Series 2021A Debt Service Fund	Series 2021B Debt Service Fund
Assessments Levied FY 2026				$ 2,300,507	$ 1,845,499	$ 27,949	$ 47,935	$ 248,435	$ 130,689
Allocation %				100.00%	80.22%	1.21%	2.08%	10.80%	5.68%
11/06/25	$ 39,217	$ 2,074	$ 800	$ 42,092	$ 33,766	$ 511	$ 877	$ 4,546	$ 2,391
11/14/25	$ 143,944	$ 6,120	$ 2,938	$ 153,001	$ 122,740	$ 1,859	$ 3,188	$ 16,523	$ 8,692
11/20/25	$ 99,983	$ 4,251	$ 2,040	$ 106,274	$ 85,254	$ 1,291	$ 2,214	$ 11,477	$ 6,037
11/26/25	$ 77,870	$ 3,311	$ 1,589	$ 82,770	$ 66,399	$ 1,006	$ 1,725	$ 8,938	$ 4,702
12/05/25	$ 1,367,398	$ 58,137	$ 27,906	$ 1,453,441	$ 1,165,971	$ 17,658	$ 30,285	$ 156,959	$ 82,568
12/11/25	$ 195,509	$ 8,283	$ 3,990	$ 207,782	$ 166,685	$ 2,524	$ 4,329	$ 22,439	$ 11,804
12/18/25	$ 26,741	$ 1,053	$ 546	$ 28,339	$ 22,734	$ 344	$ 590	$ 3,060	$ 1,610
01/09/25	$ 77,019	$ 2,382	$ 1,572	80,973	$ 64,958	$ 984	$ 1,687	$ 8,744	$ 4,600
02/11/26	$ 33,725	$ 702	$ 688	$ 35,116	$ 28,170	$ 427	$ 732	$ 3,792	$ 1,995
TOTAL	$ 2,061,404	$ 86,313	$ 42,069	$ 2,189,787	$ 1,756,678	$ 26,604	$ 45,628	$ 236,478	$ 124,399
% COLLECTED				95.19%	95.19%	95.19%	95.19%	95.19%	95.19%
TOTAL OUTSTANDING				$ 110,720	$ 88,821	$ 1,345	$ 2,307	$ 11,957	$ 6,290

Cash and Investment Report
February 28, 2026

GENERAL FUND

Account Name	Bank Name	Account Number	Maturity	APY	Balance
Public Funds Now	Truist Bank	5579	n/a	0.01%	$ 91,788
Government Interest Checking	Valley National Bank	0201	n/a	3.56%	$ 2,060,516
				Subtotal	$ 2,152,304
Public Funds Money Market Account	BankUnited	8441	n/a	3.40%	$ 143,771
				GF Subtotal	$ 2,296,075

DEBT SERVICE FUNDS

Account Name	Bank Name	Account Number	Maturity	Yield	Balance
Series 2021 Prepayment Fund B	US Bank	6003	n/a	3.50%	40
Series 2021 Reserve Fund A	US Bank	8005	n/a	3.50%	23,353
Series 2021 Reserve Fund B	US Bank	6005	n/a	3.50%	12,245
Series 2021 Revenue Fund A	US Bank	8000	n/a	3.50%	244,727
Series 2021 Revenue Fund B	US Bank	6000	n/a	3.50%	121,502
				Subtotal	$ 401,867
				Grand Total	**$ 2,697,942**

Bank Account Statement

Lexington Oaks CDD

Bank Account No.	0201		
Statement No.	02-26	**Statement Date**	02/28/2026

G/L Account No. 101002 Balance	2,060,515.71	**Statement Balance**	2,069,386.33
		Outstanding Deposits	0.00
Positive Adjustments	0.00	**Subtotal**	2,069,386.33
Subtotal	2,060,515.71	**Outstanding Checks**	-8,870.62
Negative Adjustments	0.00	**Ending Balance**	2,060,515.71
Ending G/L Balance	2,060,515.71		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Outstanding Checks							
05/07/2024	Payment	9485	JOSE JIMENEZ	Payment of Invoice 017336			-300.00
09/30/2025	Payment	9842	DOMINGA PONCE	Payment of Invoice 018393			-300.00
01/21/2026	Payment	9892	MRIC SPATIAL	Check for Vendor V00959			-3,000.00
01/22/2026	Payment	DD1265	VERIZON WIRELESS	Payment of Invoice 018592			-80.14
01/22/2026	Payment	DD1266	VERIZON WIRELESS	Payment of Invoice 018593			-85.13
02/19/2026	Payment	100276	WILEY'S WHOLESALE PLANTS	Inv: 7309			-4,990.00
02/27/2026	Payment	300240	CHARTER COMMUNICATIONS	Inv: 1295609021026-ACH			-115.35
Total Outstanding Checks							-8,870.62

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Mail To: 1720 Route 23, Wayne, NJ 07470

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT
C/O INFRAMARK, LLC
5645 CORAL RIDGE DR # 407
CORAL SPRINGS FL 33076

Account Statement

GOVERNMENT CHECKING - XXXXXX0201

SUMMARY FOR THE PERIOD: 02/01/26 - 02/28/26

LEXINGTON OAKS COMMUNITY DEVELOPMENT

Beginning Balance		Deposits & Other Credits		Withdrawals & Other Debits		Ending Balance
$2,440,111.54	+	$39,464.44	-	$410,189.65	=	$2,069,386.33

TRANSACTIONS

Date	Description	Withdrawals & Other Debits	Deposits & Other Credits	Balance
	Beginning Balance			$2,440,111.54
02/02	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100256*2601 30*INFRAMARK LLC\2 00030487\158149329 \200030487	-$17.02		$2,440,094.52
02/02	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100255*2601 30*ADVANCED ENERGY SOLUTIONS\2000304 96\158149330\20003	-$1,484.33		$2,438,610.19
02/02	CHECK 9893	-$1,185.00		$2,437,425.19
02/03	CHECK 9879	-$98,696.44		$2,338,728.75
02/03	CHECK 9878	-$187,618.92		$2,151,109.83
02/04	ACH DEBIT ADP PAYROLL FEES ADP FEES 260204 395103030920	-$157.35		$2,150,952.48
02/05	ACH DEBIT ADP WAGE PAY WAGE PAY 260205 680073814711F7W	-$5,716.35		$2,145,236.13
02/05	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100261*2602 04*ADVANCED ENERGY SOLUTIONS\2003818 92\158514623\20038	-$869.76		$2,144,366.37
02/05	ACH DEBIT ADP Tax ADP Tax 260205 RWF7W 020603A01	-$1,627.46		$2,142,738.91
02/05	ACH DEBIT	-$2,256.00		$2,140,482.91

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TRANSACTIONS (continued)

Date	Description	Withdrawals & Other Debits	Deposits & Other Credits	Balance
	AVIDPAY SERVICE AVIDPAY REF*CK*100262*2602 04*BALLENGER LANDC ARE INC\200381909\ 158514630\20038190			
02/05	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100263*2602 04*TAMPA BAY AWNIN G LLC\200381907\15 8568275\200381907	-$3,651.16		$2,136,831.75
02/06	ACH DEBIT ADP PAYROLL FEES ADP FEES 260206 470080712085	-$185.96		$2,136,645.79
02/09	CHECK 9897	-$480.00		$2,136,165.79
02/09	CHECK 100257	-$1,351.60		$2,134,814.19
02/09	CHECK 100260	-$2,900.00		$2,131,914.19
02/09	CHECK 100259	-$17,081.00		$2,114,833.19
02/10	ACH DEBIT ADP Tax ADP Tax 260210 RWF7W 021004A01	-$194.00		$2,114,639.19
02/10	ACH DEBIT ADP WAGE PAY WAGE PAY 260210 480066138644F7W	-$883.50		$2,113,755.69
02/10	CHECK 9885	-$1,830.00		$2,111,925.69
02/11	ACH CREDIT PASCOTAX TAX ACC INVOICE GS20260210 -001		$33,724.85	$2,145,650.54
02/11	ACH DEBIT SPECTRUM SPECTRUM 260211	-$140.00		$2,145,510.54
02/12	CHECK 9898	-$300.00		$2,145,210.54
02/13	ACH DEBIT WREC ELECTRIC 260213 0001265883	-$49.66		$2,145,160.88
02/13	ACH DEBIT WREC ELECTRIC 260213 0001265871	-$50.40		$2,145,110.48
02/13	ACH DEBIT WREC ELECTRIC 260213 0001265888	-$148.87		$2,144,961.61
02/13	ACH DEBIT ADP PAYROLL FEES ADP FEES 260213 927441759666	-$189.78		$2,144,771.83
02/13	ACH DEBIT WREC ELECTRIC 260213 0001265889	-$44.29		$2,144,727.54
02/13	ACH DEBIT WREC ELECTRIC 260213 0001265890	-$201.64		$2,144,525.90
02/13	ACH DEBIT WREC ELECTRIC 260213 0001265863	-$11,484.93		$2,133,040.97
02/17	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100270*2602 13*BALLENGER LANDC ARE INC\201370760\ 159672275\20137076	-$428.77		$2,132,612.20
02/17	ACH DEBIT SPECTRUM SPECTRUM 260217	-$50.00		$2,132,562.20
02/17	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100273*2602 13*FEDEX\201370794 \159713172\2013707 94	-$134.19		$2,132,428.01
02/17	ACH DEBIT	-$145.00		$2,132,283.01

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TRANSACTIONS (continued)

Date	Description	Withdrawals & Other Debits	Deposits & Other Credits	Balance
	AVIDPAY SERVICE AVIDPAY REF*CK*100266*2602 13*FITNESS LOGIC\2 01370753\159672274 \201370753			
02/17	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100272*2602 13*COOPER POOLS IN C\201370761\159713 165\201370761	-$4,470.00		$2,127,813.01
02/17	CHECK 9899	-$435.00		$2,127,378.01
02/18	ACH DEBIT PASCOBCCUTENT UTILITYPMT 260218	-$62.23		$2,127,315.78
02/18	ACH DEBIT PASCOBCCUTENT UTILITYPMT 260218	-$67.01		$2,127,248.77
02/18	ACH DEBIT PASCOBCCUTENT UTILITYPMT 260218	-$317.30		$2,126,931.47
02/18	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100274*2602 17*ADVANCED ENERGY SOLUTIONS\2015570 41\159925250\20155	-$505.60		$2,126,425.87
02/18	ACH DEBIT PASCOBCCUTENT UTILITYPMT 260218	-$1,566.78		$2,124,859.09
02/19	ACH DEBIT ADP Tax ADP Tax 260219 RWF7W 022004A01	-$1,519.33		$2,123,339.76
02/19	ACH DEBIT ADP WAGE PAY WAGE PAY 260219 736077842657F7W	-$5,536.56		$2,117,803.20
02/19	CHECK 9900	-$8,386.52		$2,109,416.68
02/20	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100275*2602 19*FEDEX\201832167 \160265931\2018321 67	-$21.02		$2,109,395.66
02/20	ACH DEBIT ADP PAYROLL FEES ADP FEES 260220 716101517690	-$189.78		$2,109,205.88
02/20	ACH DEBIT TRUIST MC/VISA CCD CRDPMT 260219 80000104024	-$1,107.64		$2,108,098.24
02/20	CHECK 100264	-$1,410.00		$2,106,688.24
02/20	CHECK 100267	-$17,081.00		$2,089,607.24
02/23	ACH DEBIT SPECTRUM SPECTRUM 260223	-$40.00		$2,089,567.24
02/23	CHECK 100265	-$1,600.00		$2,087,967.24
02/23	CHECK 100269	-$2,050.00		$2,085,917.24
02/24	ACH DEBIT WASTE CONNECTION WEB_PAY 260224	-$459.06		$2,085,458.18
02/25	ACH DEBIT ADP Tax ADP Tax 260225 RWF7W 022505A01	-$194.00		$2,085,264.18
02/25	ACH DEBIT SPECTRUM SPECTRUM 260225	-$447.74		$2,084,816.44
02/25	ACH DEBIT ADP WAGE PAY WAGE PAY 260225 180082534710F7W	-$883.50		$2,083,932.94
02/25	ACH DEBIT	-$3,690.91		$2,080,242.03

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TRANSACTIONS (continued)

Date	Description	Withdrawals & Other Debits	Deposits & Other Credits	Balance
	TECO/PEOPLE GAS UTILITYBIL 260225			
02/25	CHECK 100268	-$450.00		$2,079,792.03
02/25	CHECK 100271	-$4,350.00		$2,075,442.03
02/26	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100278*2602 25*FEDEX\202319740 \160864487\2023197 40	-$17.04		$2,075,424.99
02/26	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100277*2602 25*COOPER POOLS IN C\202319770\160864 498\202319770	-$250.00		$2,075,174.99
02/27	ACH DEBIT ADP PAYROLL FEES ADP FEES 260227 925240679857	-$185.96		$2,074,989.03
02/27	ACH DEBIT SPARK ENERGY LLC BILLPAYMNT 260227	-$11,342.29		$2,063,646.74
02/28	INTEREST CREDIT		$5,739.59	$2,069,386.33
Ending Balance				**$2,069,386.33**

CHECKS IN ORDER

Date	Number	Amount	Date	Number	Amount
02/03	9878	$187,618.92	02/09	100259*	$17,081.00
02/03	9879	$98,696.44	02/09	100260	$2,900.00
02/10	9885*	$1,830.00	02/20	100264*	$1,410.00
02/02	9893*	$1,185.00	02/23	100265	$1,600.00
02/09	9897*	$480.00	02/20	100267*	$17,081.00
02/12	9898	$300.00	02/25	100268	$450.00
02/17	9899	$435.00	02/23	100269	$2,050.00
02/19	9900	$8,386.52	02/25	100271*	$4,350.00
02/09	100257*	$1,351.60			

(*) Check Number Missing or Check Converted to Electronic Transaction and Listed under the Transaction section.

INTEREST RATE CALCULATIONS

Avg. Stmt. Collected Balance	$2,137,706.00	Annual % Yield Earned	3.56%
Year-to-Date Interest Paid	$13,406.03	Interest Paid	$5,739.59

OVERDRAFT FEES

	Total This Period:	Total Year-To-Date:
Total Overdraft Fees:	$0.00	$0.00
Total Return Fees	$0.00	$0.00

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Withlacoochee River Electric Cooperative (WREC)

Account no.	Meter no.	Member ID No.	Notes	Description/Address	Oct-25 9/23-10/23	Nov-25 10/23-11/21	Dec-25 11/21-12/20	Jan-26 12/20-1/23	Feb-26 1/23-2/24	Total
1265872	n/a	0158 737 011	Public Lighting	Public Lighting PL	$ 8,627.69	$ 8,579.66	$ 8,579.66	$ 8,579.66	$ 8,579.66	**$ 42,946.33**
1265875	48250181	0158 737 014	Clubhouse	26304 Lexington Oaks Blvd Cl	1,329.21	1,147.25	1,284.81	1,352.68	1,481.65	**6,595.60**
1265877	21396593	0158 737 016	Saratoga	War Admiral Dr N Entr	42.64	42.48	42.70	42.80	42.80	**213.42**
1265878	9346202	0158 737 017	Northampton	Spectacular Bid Dr N Entr	45.55	44.91	49.24	44.49	42.28	**226.47**
1265879	21396806	0158 737 018	Remington	Lexington Oaks Blvd Ent 33	48.45	48.08	49.98	49.56	49.14	**245.21**
1265880	23419059	0158 737 019	Pimlico	Gato Del Sol Ent-Gt	50.39	49.46	50.72	50.82	49.98	**251.37**
1265884	33116812	0158 737 023	Pocono	Lexington Oaks Blvd Entry	43.18	41.64	42.17	42.17	41.85	**211.01**
1265885	33120622	0158 737 024	Maywood	Lexington Oaks Blvd Entry	43.29	43.13	44.71	45.87	43.54	**220.54**
1265886	33120621	0158 737 025	Northampton	Lexington Oaks Blvd Entry	44.14	43.65	44.39	44.39	44.29	**220.86**
1265887	50187642	0158 737 026	Pool Heating	26304 Lexington Oaks Blvd	281.80	296.83	337.68	338.10	317.63	**1,572.04**
1265864	93039900	0158 737 002	DelMar	Affirmed Dr Ent 2	48.98	48.08	62.53	62.75	48.92	**271.26**
1265865	93039921	0158 737 003	Fairmount	Sea Hero Cir Ent 3	42.75	42.70	43.23	43.00	42.80	**214.48**
1265866	93039856	0158 737 004	Arlington	Seattle Slew Dr Ent 4	42.21	42.17	42.48	42.59	42.38	**211.83**
1265867	93039901	0158 737 005	Belmount	5439 Bold Venture Pl Ent 6	42.75	42.70	44.06	43.00	42.80	**215.31**
1265869	93039345	0158 737 008	Roundabout	Lexington Oaks Blvd Lights	44.79	44.91	45.65	45.65	45.23	**226.23**
1265863	93040870	0158 737 001	Front Entrance	Lexington Oaks Blvd Sgn&Lt	599.60	593.81	638.55	613.96	599.40	**3,045.32**
1265870	48250142	0158 737 009	Well	Lexington Oaks Blvd Well	43.07	42.90	43.33	43.44	43.33	**216.07**
Subtotal					$ 11,420.49	$ 11,194.36	$ 11,445.89	$ 11,484.93	$ 11,557.68	**$ 57,103.35**
1265888	40535597	0158 737 027	Fountain	26304 Lexington Oaks Blvd Fount	$ 329.58	$ 301.89	$ 334.93	$ 148.87	$ 58.31	**$ 1,173.58**
1265889	92695823	0158 737 028	Tennis Crts	War Admiral Dr Tn Cts	44.03	43.75	44.29	44.29	44.17	**$ 220.53**
1265890	40534631	0158 737 029	Fitness Center	26304 Lexington Oaks Blvd	322.58	213.87	208.60	201.64	219.26	**$ 1,165.95**
Total 001-543006-53903					**$ 12,116.68**	**$ 11,753.87**	**$ 12,033.71**	**$ 11,879.73**	**$ 11,879.42**	**$ 59,663.41**

Withlacoochee River Electricity- Hawthorne Gate

Account no.	Meter no.	Member ID No.	Description	Description/Address	9/23-10/23	10/23-11/21	11/21-12/20	12/20-1/23	1/23-2/24	Total
1265883	33120623	0158 737 022	Hawthorne Entr	Spectacular Bid Dr Entry	$ 49.09	$ 48.40	$ 50.19	$ 49.66	$ 47.88	**$ 245.22**
002-543031-53904										

Withlacoochee River Electricity- Preakness Gate

Account no.	Meter no.	Member ID No.	Description	Description/Address	9/23-10/23	10/23-11/21	11/21-12/20	12/20-1/23	1/23-2/24	Total
1265871	93039864	0158 737 010	Preakness Entr	Silver Charm Ter Ent #7	$ 50.39	$ 49.56	$ 51.14	$ 50.40	$ 50.08	**$ 251.57**
003-543031-53904										

Verizon Wireless

Account no.	Phone no.	Description	Description/Address	10/8-11/7	11/8-12/7	12/8-1/7	1/8-2/7	2/8-3/7	Total
820984375-00001	813-597-1288 / 813-486-3333	John Adams	John Adams	$ 80.14	$ 80.14	$ 85.13	$ 80.13		**$ 325.54**
001-541005-53903									

Spectrum Business

Account no.	Meter no.	Member ID No.	Description	Description/Address	10/10-11/9	11/10-12/9	12/10-1/9	1/10-2/9	2/10-3/9	Total
8337 13 001 1295609				26304 Lexington Oaks Blvd	$ 110.00	$ 110.00	$ 110.00	$ 110.00	115.35	**$ 555.35**
001-541005-53903				Office/Fitness						

Account no.	Meter no.	Member ID No.	Description	Description/Address	9/30-10/29	10/30-11/29	11/30-12/29	12/30-1/29	1/30-2/29	Total
8337 13 001 1294156				5844 War Admiral Dr, Apt Camera	$ 140.00	$ 140.00	$ 140.00	$ 140.00	150.09	**$ 710.09**
001-541005-53903										

Account no.	Meter no.	Member ID No.	Description	Description/Address	10/06-11/05	11/6-12/5	12/6-1/5	1/6-2/5	2/6-3/5	Total
8337 13 001 1294172				Comm Fitness - TV/Internet/Voice	$ 419.97	419.97	419.97	419.97	447.74	**$ 2,127.62**
001-541005-53903										

Account no.	Meter no.	Member ID No.	Description	Description/Address	10/23-11/22	11/23-12/22	12/23-1/22	1/23-2/22	2/23-3/22	Total
8337 13 001 1307180				26723 Lexington Oaks Blvd	$ 140.00	-	-	140.00	145.35	**$ 425.35**
001-541005-53903										
Subtotal					**$ 890.11**	**$ 750.11**	**$ 755.10**	**$ 890.10**	**$ 858.53**	**$ 4,143.95**

Spectrum Business

Account no.	Meter no.	Member ID No.	Description	Description/Address	9/28-10/27	10/28-11/27	11/28-12/27	12/28-1/27	1/28-2/27	Total
8337 13 01 1294149				5442 Spectacular Bid Dr, GTHS	$ 50.00	$ 50.00	50.00	50.00	50.00	**$ 250.00**
002-541003-53904										

Account no.	Meter no.	Member ID No.	Description	Description/Address	10/03-11/2	11/8-12/7	12/8-1/7	1/8-2/7	2/8-3/7	Total
8337 13 001 1684133				5443 Silver Charm Ter GTHS	$ (91.81)	(51.81)	(11.81)	28.19	40.00	**$ (87.24)**
003-541003-53904										

Pasco County Utilities Service

Account no.			Description	Description/Address	9/14-10/14	10/15-11/15	11/15-12/16	12/16-1/15	1/15-2/14	Total
0408090	13403643		0408090	0 War Admiral Dr	$ 83.31	$ 39.25	$ 39.25	$ 67.01	$ 46.19	**$ 275.01**
0408095	12560928		0408095	5801 War Admiral	2,088.71	293.01	293.01	317.30	299.95	**3,291.98**
0402235	09062139		0402235	26304 Lexington Oaks Blvd	709.36	1,255.70	1,595.06	1,566.78	1,909.70	**7,036.60**

Pasco County Utilities Service

Account no.			Description	Description/Address	9/16-10/16	10/17-11/15	11/15-12/16	12/16-1/15	1/15-2/14	Total
0010320	08404808		0010320	26304 Lexington Oaks Blvd	$ 41.16	39.69	15.68	62.23	36.75	**195.51**
Total 001-543021-53903					**$ 2,922.54**	**$ 1,627.65**	**$ 1,943.00**	**$ 2,013.32**	**$ 2,292.59**	**$ 10,799.10**

TECO People Gas

Account no.			Description	Description/Address	9/27-10/30	10/31-11/27	11/28-12/30	12/31-1/29	1/30-2/28	Total
211008968748	ANX03059	211008968748		26304 Lexington Oaks Blvd	$ 504.28	$ 2,617.44	$ 3,543.02	$ 3,690.91	$ 3,424.23	**$ 13,779.88**
001-543019-53903				Customer Svc 813-228-1010						

Spark Energy

Account no.			Description	Description/Address	9/28-10/27	10/28-11/29	11/30-12/29	12/30-1/30	1/31-2/27	Total
5100996699				26304 Lexington Oaks Blvd	$ 808.21	$ 5,561.17	$ 8,139.95	$ 11,342.29	$ 12,261.25	**$ 38,112.87**
001-543019-53903				Customer Svc 888-425-9140						
Total					**$ 1,312.49**	**$ 8,178.61**	**$ 11,682.97**	**$ 15,033.20**	**$ 15,685.48**	**$ 51,892.75**

Check Register Summary

DATE	CHECK NUMBERS	AMOUNT
2/01/26 - 2/28/26	9898 - 9900 100261 - 100278 300226 - 300243	$85,187
TOTAL		$85,187

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 02/01/2026 to 02/28/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001							
CHECK # 100261							
001	02/04/26	ADVANCED ENERGY SOLUTIONS	12895	3 Pole 100A Seimans Breaker AC Heat	Hawthorne Gate Repair 1/16/26	546015-57201	$374.06
						Check Total	*$374.06*
CHECK # 100262							
001	02/04/26	BALLENGER LANDCARE, INC	646	Freeze Protection Service	R&M-Irrigation	546041-53901	$150.00
001	02/04/26	BALLENGER LANDCARE, INC	662	Irrigation Maintenance Agreement FEB26	Contracts-Irrigation	534073-53901	$2,106.00
						Check Total	*$2,256.00*
CHECK # 100263							
001	02/04/26	TAMPA BAY AWNING LLC	Q5298	INSTALL AWNING 50% Deposit	Reserve - Parks	568120-58100	$3,651.16
						Check Total	*$3,651.16*
CHECK # 100264							
001	02/13/26	BRLETIC DVORAK, INC	2304	Engineering Services thru 013026	ProfServ-Engineering	531013-51501	$1,410.00
						Check Total	*$1,410.00*
CHECK # 100265							
001	02/13/26	JON DAVIS	43	Remove 3 Large Trees	R&M-Tree Removal	546908-53901	$1,600.00
						Check Total	*$1,600.00*
CHECK # 100266							
001	02/13/26	FITNESS LOGIC	128262	2/9/26 MONTHLY MAINT & CLEANING OF EQUIPMENT	R&M-Fitness Center	546137-57201	$145.00
						Check Total	*$145.00*
CHECK # 100267							
001	02/13/26	YELLOWSTONE LANDSCAPE	1106759	2/26 MONTHLY LANDSCAPE MAINT	Contracts-Landscape	534050-53901	$17,081.00
						Check Total	*$17,081.00*
CHECK # 100268							
001	02/13/26	SITEX AQUATICS, LLC	10653-B	Fountain Repairs 3 Hours Labor	R&M-Entry Feature	546021-53901	$450.00
						Check Total	*$450.00*
CHECK # 100269							
001	02/13/26	DANIEL STROUS	1127	Lake and Pond Services FEB26	Lake and Pond Services JAN26	534021-53801	$2,050.00
						Check Total	*$2,050.00*
CHECK # 100270							
001	02/13/26	BALLENGER LANDCARE, INC	671	Troubleshoot & Solenoids at Pimilico Village	R&M-Irrigation	546041-53901	$428.77
						Check Total	*$428.77*
CHECK # 100271							
001	02/13/26	FINN OUTDOOR	2992	Sidewalk Panel Replacement	Reserve-Sidewalks & Irrigation	568176-58100	$4,350.00
						Check Total	*$4,350.00*

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 02/01/2026 to 02/28/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 100272							
001	02/13/26	COOPER POOLS INC	2026-1134	Pool service FEB 2026	Contracts-Pools	534078-57201	$3,750.00
001	02/13/26	COOPER POOLS INC	463	Wade Pool Leak Detention	R&M-Pools	546074-57201	$720.00
						Check Total	*$4,470.00*
CHECK # 100273							
001	02/13/26	FEDEX	9-105-75999	FEDEX CHARGES	Postage and Freight	541006-51301	$116.68
001	02/13/26	FEDEX	9-154-32755	FEDEX CHARGES	Postage and Freight	541006-51301	$17.51
						Check Total	*$134.19*
CHECK # 100275							
001	02/19/26	FEDEX	9-163-07008	FEDEX CHARGES	Postage and Freight	541006-51301	$21.02
						Check Total	*$21.02*
CHECK # 100276							
001	02/19/26	WILEY'S WHOLESALE PLANTS	7309	Annuals	R&M-Annuals	546140-53901	$4,990.00
						Check Total	*$4,990.00*
CHECK # 100277							
001	02/25/26	COOPER POOLS INC	1244	BIO Hazard Cleanup	R&M-Pools	546074-57201	$250.00
						Check Total	*$250.00*
CHECK # 100278							
001	02/25/26	FEDEX	9-180-49865	FEDEX CHARGES	Postage and Freight	541006-51301	$17.04
						Check Total	*$17.04*
CHECK # 300226							
001	02/13/26	WITHLACOOCHEE RIVER	012826-10158737-ACH	BILL PRD 12/22-1/23/26	Electricity - General	543006-53903	$11,484.93
						Check Total	*$11,484.93*
CHECK # 300229							
001	02/13/26	WITHLACOOCHEE RIVER	012826-5888-ACH	BILL PRD 12/22-1/23/26	Electricity - General	543006-53903	$148.87
						Check Total	*$148.87*
CHECK # 300230							
001	02/13/26	WITHLACOOCHEE RIVER	012826-5889-ACH	BILL PRD 12/22-1/23/26	Electricity - General	543006-53903	$44.29
						Check Total	*$44.29*
CHECK # 300231							
001	02/13/26	WITHLACOOCHEE RIVER	012826-5890-ACH	BILL PRD 12/22-1/23/26	Electricity - General	543006-53903	$201.64
						Check Total	*$201.64*
CHECK # 300232							
001	02/13/26	PASCO COUNTY UTILITIES SERVICE	012726-0010320-ACH	BILL PRD 12/15-1/13/26	Utility - Water & Sewer	543021-53903	$62.23
						Check Total	*$62.23*

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 02/01/2026 to 02/28/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 300233							
001	02/13/26	PASCO COUNTY UTILITIES SERVICE	012726-8090-ACH	BILL PRD 12/15-1/13/26	Utility - Water & Sewer	543021-53903	$67.01
						Check Total	*$67.01*
CHECK # 300234							
001	02/13/26	PASCO COUNTY UTILITIES SERVICE	1/27/26-2235-ACH	BILL PRD 12/15-1/13/26	Utility - Water & Sewer	543021-53903	$1,566.78
						Check Total	*$1,566.78*
CHECK # 300235							
001	02/13/26	PASCO COUNTY UTILITIES SERVICE	012726-8095-ACH	BILL PRD 12/15-1/13/26	Utility - Water & Sewer	543021-53903	$317.30
						Check Total	*$317.30*
CHECK # 300237							
001	02/20/26	TRUIST BANK	012626-1805-ACH	PURCHASES 12/27/25-1/26/26	UNKNOWN PURCHASE	549900-53901	$45.99
001	02/20/26	TRUIST BANK	012626-1805-ACH	PURCHASES 12/27/25-1/26/26	SUPPLIES	552003-57201	$265.31
001	02/20/26	TRUIST BANK	012626-1805-ACH	PURCHASES 12/27/25-1/26/26	CLUBHOUSE MAINT	546015-57201	$285.19
001	02/20/26	TRUIST BANK	012626-1805-ACH	PURCHASES 12/27/25-1/26/26	FITNESS CENTER	546137-57201	$437.97
001	02/20/26	TRUIST BANK	012626-1805-ACH	PURCHASES 12/27/25-1/26/26	SECURITY	534090-57201	$73.18
						Check Total	*$1,107.64*
CHECK # 300238							
001	02/26/26	CHARTER COMMUNICATIONS	1294156013026-ACH	Bill PRD 01/30/26-02/28/26	ACCT# 8337130011294156	541005-53903	$140.00
						Check Total	*$140.00*
CHECK # 300239							
001	02/25/26	WASTE CONNECTIONS OF FL- ACH	8711295W425-ACH	ACCT# 6425-009914	Contracts-Solid Waste Services	534039-53903	$459.06
						Check Total	*$459.06*
CHECK # 300240							
001	02/27/26	CHARTER COMMUNICATIONS	1295609021026-ACH	ACCT# 833713001129569 02/10/26	Communication - Teleph - Field	541005-53903	$115.35
						Check Total	*$115.35*
CHECK # 300242							
001	02/23/26	CHARTER COMMUNICATIONS	1294172020626	Spectrum Business FEB2026	ACCT# 8337130011294172 FEB2026	541005-53903	$447.74
						Check Total	*$447.74*
CHECK # 300243							
001	02/24/26	TECO PEOPLE'S GAS- ACH	020326-8748-ACH	SERVICE 1/1/26 - 1/30/26	GAS	543019-53903	$3,690.91
						Check Total	*$3,690.91*
CHECK # 9898							
001	02/04/26	GISELLE AGUILAR	GA-011926	Security Deposit Return	Deposits	220000	$300.00
						Check Total	*$300.00*

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 9899							
001	02/12/26	EGIS INSURANCE ADVISORS	31396	Workers Comp - Audit	Workers' Compensation	524001-57201	$435.00
						Check Total	*$435.00*
CHECK # 9900							
001	02/12/26	TIM HAWK	23237192	Roto-Duct	DUCT CLEANING	546015-57201	$3,689.00
001	02/12/26	TIM HAWK	23236876	AC REPAIRS	R&M-Clubhouse	546015-57201	$4,697.52
						Check Total	*$8,386.52*
CHECK # DD1270							
001	02/11/26	SPARK ENERGY GAS LLC	43870083-ACH	Summary as of 02/05/26	Utility - Gas	543019-53903	$11,342.29
						Check Total	*$11,342.29*
						Fund Total	**$83,995.80**

GENERAL FUND - HAWTHORNE GATE - 002

CHECK # 100261							
002	02/04/26	ADVANCED ENERGY SOLUTIONS	12882	Hawthorne Gate Repair 1/16/26	R&M-Gate	546034-53904	$495.70
						Check Total	*$495.70*
CHECK # 300228							
002	02/13/26	WITHLACOOCHEE RIVER	012826-5883-ACH	BILL PRD 12/22-1/23/26	Electricity - Gate	543031-53904	$49.66
						Check Total	*$49.66*
CHECK # DD1273							
002	02/16/26	CHARTER COMMUNICATIONS	1294149012826-ACH	SVC PRD 1/28-2/27/26	ACCT# 8337130011294149	541003-53904	$50.00
						Check Total	*$50.00*
						Fund Total	**$595.36**

GENERAL FUND - PREAKNESS GATE - 003

CHECK # 100274							
003	02/17/26	ADVANCED ENERGY SOLUTIONS	12899	Belmont Flood Light Exit Gate Replaced	R&M-Gate	546034-53904	$505.60
						Check Total	*$505.60*
CHECK # 300227							
003	02/13/26	WITHLACOOCHEE RIVER	012826-5871-ACH	BILL PRD 12/22-1/23/26	Electricity - Gate	543031-53904	$50.40
						Check Total	*$50.40*

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 02/01/2026 to 02/28/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 300241							
003	02/20/26	CHARTER COMMUNICATIONS	1684133020326	ACCT# 8337130011684133 FEB2026	Communication - Telephone	541003-53904	$40.00
						Check Total	*$40.00*
						Fund Total	**$596.00**

Total Checks Paid	**$85,187.16**

Blue Wave Lighting

Proposal

8606 Herons Cove Pl
Tampa, FL 33647
Tim Gay (813) 334-4827

TO:

Lexington Oaks CDD
2005 Pam Am Cir; Suite 300
Tampa, FL 33607

JOB DESCRIPTION
Landscape Lighting Proposal for Lexington Oaks CDD This proposal is designed to enhance the nighttime appearance, safety and overall curb appeal of the Lexington Oaks entrance features. All fixtures are Bluetooth-enabled RGBW LED technology, allowing full color customization and control via SmartApp. All fixtures will be strategically placed to highlight signage, architectural elements and landscaping while maintaining a clean, uniform and professional lighting effect throughout the property. The system is designed to provide consistent illumination while minimizing glare and ensuring long-term performance with minimal maintenance.

ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
Project Total	$36,500.00
Center Median 6 landscape fixtures on Center Median Sign (one on each column; one center) 3 crepe myrtles just past center median sign (1 fixture per tree) 2 oak trees down center median (2 fixtures per tree)	
Entrance 3 landscape fixtures on Entrance Sign (one on each column; one center) 4 landscape fixtures on lower planter bed wall 7 crepe myrtles behind entrance sign (1 fixture per tree) 1 column at end of planter bed (1 fixture) 6 oak trees behind race rail (2 fixtures per tree) 2 columns at end of fence rail (1 fixture per column) 1 oak tree at entrance roadway (2 fixtures)	
Exit 3 landscape fixtures on Exit Sign (one on each column, one center) 4 landscape fixtures on lower planter bed wall 7 crepe myrtles behind entrance sign (1 fixture per tree) 1 column at end of planter bed (1 fixture) 5 oak trees behind race rail (2 fixtures per tree) 2 columns at end of fence rail (1 fixture per column) 2 oak trees at exit roadway (2 fixtures per tree)	
TOTAL LIGHTS: 75 **TOTAL TRANSFORMERS: 5**	
Lighting System Components: • Professional-grade low-voltage Bluetooth LED fixtures • High-efficiency MR16 RGBW LED lamps with Bluetooth control • Commercial-grade transformers with lifetime warranty • Heavy-duty direct burial wire (12/2) and waterproof connections • Designed for long-term durability in Florida climate conditions	
Warranty & System Protection: 10-Year Warranty on Fixtures Life-time Warranty on Transformers 1-Year Service Warranty Requires 50% Deposit	
TOTAL ESTIMATED JOB AMOUNT	$36,500.00

* Price Includes Materials and Labor
* Remaining balance of project due upon receipt of invoice after installation.

Tim Gay — PREPARED BY

4/2/2026 — DATE

AUTHORIZED SIGNATURE FOR LEXINGTON OAKS CDD

DATE

CONFIDENTIAL - This message is sent on behalf of Illuminations Holiday Lighting and is intended for authorized personnel and Board Members of Lexington Oaks CDD only. As the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0836 **DATE:** 6/16/2026

SUBJECT: Lexington Oaks Community Development District Board Meeting — May 21, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. 2026-05-21 Lexigton Oaks Agenda Package
2. Lexington Oaks CDD Check Register w_Invoices - March 2026

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Lexington Oaks Community Development District

May 21, 2026

Agenda Package

2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33706

CLEAR PARTNERSHIPS



Lexington Oaks
Community Development District

Board of Supervisors
Rick Carroll, Chairman
Terry Bechtel, Vice Chairperson
William Palermo, Assistant Secretary
Scott A. Carlson, Assistant Secretary
Butch Straber, Assistant Secretary

District Staff
Mark Vega, District Manager
Whitney Sousa, District Counsel
Stephen Brletic, District Engineer
John Fowler, Field Service Manager
Todd Wilhelmi, Site Manager
Ruben Nesbitt, District Accountant
Diana Kapatsyna, District Admin

Regular Meeting Agenda

Thursday, May 21, 2026, at 6:30 p.m.

The Regular Meeting of the **Lexington Oaks Community Development District** will be held on **May 21, 2026, at 6:30 p.m. at the Location Lexington Oaks Community Center, 26304 Lexington Oaks Boulevard, Wesley Chapel, Florida 33544.**

THE REGULAR MEETING OF BOARD OF SUPERVISORS

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENTS**

   (Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)
4. **ITEMS FOR CONSIDERATIONS, ADDITIONS, DELETIONS**
5. **STAFF REPORTS**

   A. Site Manager

   B. District Accountant Snapshot

   C. District Counsel

   D. District Engineer

   E. Field Inspection Report

   i. Consideration of Landscape RFP

   ii. Update on Field Inspection Agreement - In review with Counsel

   F. District Manager

   i. Reminder of Form 1 Submission Requirements
6. **BUSINESS ITEMS**

   A. Consideration of Resolution 2026-03; Approving Proposed Budget and Setting Public Hearing

   B. Announcing the Number of Qualified Registered Voters in the District - #2,814

   C. Consideration of Engagement Letter for FY 2026, 2027, 2028 from Berger, Toombs, Elam, Gaines & Frank
7. **CONSENT AGENDA**

   A. Minutes of April 16, 2026 Regular Minutes and May 7, 2026 Workshop Minutes

   B. Review of the March 2026 Financials
8. **BOARD OF SUPERVISORS REQUESTS AND COMMENTS**
9. **ADJOURNMENT**

LEXINGTON OAKS
COMMUNITY DEVELOPMENT DISTRICT

Financial Snapshot
May 13, 2026

- **Current Cash Balances:**
  - Valley Bank Operating: $1,933,256.95
  - BankUnited MM: $144,576.84
  - Truist Bank GF: $1,406.70
- **Assessment collections:**
  - We received a tax distribution of $60,018.29 on 4/9/26.
  - We received a tax distribution of $6,510.59 on 5/12/26.
  - We are 98.96% collected on the tax roll.
- **Audit – FY 2025:**
  - The FY 2025 audit is nearing completion.
- **Expenses:**
  - Current expenses make up 51.34% of the annual budget through the end of March 2026.
  - Total expenses for the first 6 months are approximately $967,236. This figure may change as we finalize the April financials. This puts your average monthly burn rate of approximately $161,206 per month.
  - April financials will be distributed to the board by May 20th.

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

2005 Pan Am Circle, Suite 300
Tampa, FL 33607
Office:407-973-4363

WORK AUTHORIZATION AGREEMENT **Date: 5/5/26**

IN CONSIDERATION of the mutual covenants and promises contained herein, Inframark, LLC (the "Company") agrees to perform the following services for ***Lexington Oaks Community Development District*** (the "Client") **The services as set forth herein will begin effective July 1st, 2026**

I. DESCRIPTION OF SERVICES: The Company shall perform the Field Inspection Services set forth below for the Client's Infrastructure and Common areas, which are hereinafter referred to as the "Services":

Scope of Services

1. 1 Monthly Property Inspection

Conduct a comprehensive monthly inspection (1 Month) of all District-owned property and areas of maintenance responsibility.

2. Follow-Up Inspections

Perform follow-up inspections to verify completion and adequacy of previously identified items prior to regularly scheduled Board meetings.

3. Inspection Reports

Prepare and provide detailed monthly inspection reports, including:

- Photographs
- Analysis of Findings
- Conduct pre-application meetings with interested

proposers as necessary.

4. Vendor Deficiency Notification

Notify District vendors of any deficiencies in service or performance discovered during inspections.

5. Staff Coordination

Collaborate and coordinate with the District's on-site staff, if applicable, to support operations and ensure follow-through on maintenance activities.

6. Vendor Progress Monitoring

Monitor the progress of remedial work performed by vendors and provide progress updates to the District Board.

7. Budget Input

Provide input and recommendations to the District Manager for consideration during the annual budgeting process.

8. Project Proposal Procurement

Utilize industry experience to obtain competitive proposals for various District projects and services.

9. Procurement Assistance

Assist in drafting procurement documents, including:

Agreed to: _____ (please initial)

- Instructions to proposers
- Scope of Services
- Related materials for competitive bidding.
- Conduct pre-application meetings with interested proposers as necessary.

10. Meeting Attendance

Attend Board meetings and workshops as requested or required, to present findings, provide updates, and answer related questions.

II. CONTRACT PRICE:

The Client agrees to pay the Company for the Services provided under this Contract as follows:

Item Description	Monthly Rate	Total Cost
1 Field Inspections Monthly (as noted in Section 1)	$1,000.00	**$12,000.00**

Unless stated otherwise above, payments are due in accordance with the standard terms and conditions of this Contract.

If any unforeseen problems should be discovered by the Company during the performance of the Services, the Company shall provide the Client with notice of said problems as soon as reasonably possible and identify the nature of such problem and any additional cost that may be incurred. Any changes requested by the Client are not covered by this Contract, and must be add subsequently, at the cost agreed upon by both parties.

III. ITEMS TO BE PROVIDED BY THE CLIENT

A. Provide Access to Premises

THE STANDARD TERMS AND CONDITIONS on the pages following this Contract are agreed to be a part of this Contract.

Offered by:	Accepted by:
Inframark, LLC	**Lexington Oaks Community Development District**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Agreed to: _____ (please initial)

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

STANDARD TERMS AND CONDITIONS

Definitions. As used herein, the following terms shall have the following meanings:

- "*Applicable Law*" is defined as those laws, rules, regulations, codes, administrative, judicial and settlement orders, directives, guidelines, judgments, rulings, interpretations, permit conditions and restrictions or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the foregoing in each case that pertain to the (a) parties' respective responsibilities under this Contract, (b) the performance of the Services hereunder, and (c) health and welfare of individuals related to the Services and this Contract.
- "*Change of Law*" the occurrence of any of the events listed in (i) through (iv) below, which results or can reasonably be expected to result in a direct increase to the Company's cost of providing the Services:
  - (i) there is passed or promulgated any federal, state, or other local law, statute, ordinance, rule or regulation different from those existing on the date of the Contract; or
  - (ii) there is passed or promulgated any amendment to, or change in, any federal, state, or other local law, statute, ordinance, rule or regulation (including any applicable sales tax regulation) following the date of the Contract; or
  - (iii) there comes into existence an order or judgment of any federal, state, or local court, administrative agency or other governmental body following the date of the Contract containing interpretations of law relating to the provision of the Services by the Company that is inconsistent with generally accepted interpretations in effect on the date of the Contract; or
  - (iv) (a) the imposition of any condition different from those existing on the date of the Contract on the issuance or renewal of any official permit, license or necessary approval related to the provision of the Services by the Company, or (b) there shall be a suspension, termination, interruption, revocation, denial or failure of renewal of any official permit, license or necessary approval related to the provision of the Services by the Company, including without limitation such of the foregoing as are issued or approved by the USEPA, the Occupational Safety and Health Administration or any local Environmental and/or Building Department;
- "*Client*" means the party or parties identified as such in this Contract. In addition, the term "Client" specifically includes the party or parties to whom the Company provides Services and the party or parties responsible for paying the Company for Services provided pursuant to this Contract;
- "*Contract*" means these terms and conditions, any additional terms and conditions attached hereto and/or expressly incorporated herein directly or by reference including, without limitation, the Company's proposal to perform the Services to the extent such proposal is referenced or attached herein;
- "*Contract Price*" means the compensation to be paid by the Client to the Company in accordance with the terms of this Contract;
- "*Company*" means Inframark, LLC and its permissible successors and/or assigns. Any reference to actions taken or not taken by the Company shall include those actions taken or not taken on Company's behalf;
- "*Force Majeure*" means any act, event or condition to the extent that it adversely affects the cost or the ability of a party to perform its obligations in accordance with the terms of this Contract if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party so affected. Force Majeure includes but is not limited to: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.
- "*Services*" means the services to be provided by the Company to the Client as identified in this Contract;

Disclosure of Information and Cooperation of the Parties. (a) The Client represents and warrants that it will furnish the Company with all items, if any, described in this Contract in a diligent and timely manner; (b) The Client further represents and warrants that it has disclosed, and it will continue to disclose, any and all information it now has, or may have in the future, to the extent that such information is relevant to the Company in performing its duties and obligations hereunder; (c) Each party hereto agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors and subcontractors to facilitate the performance of the mutual obligations set forth in this Contract.

Employee Safety. Company shall be responsible for the safety, efficiency and adequacy of its employees and any vehicles and/or machinery, equipment or materials furnished or utilized by the Company during the performance of Services. Company, however, shall not assume any obligation or incur any liability for personal injury or property damage caused by (i) unsafe site

Agreed to: _____ (please initial)

conditions not created by the Company or by any of its agents, employees and subcontractors, (ii) work being performed by other parties not related to the Company, (iii) the negligence or misconduct of the Client, and/or (iv) the negligence or misconduct of any third party not related to the Company.

Permits. Client shall be responsible for obtaining, maintaining and renewing, in Client's name and expense, all state, federal and local permits and licenses required for the Services.

Quality of Work and Materials. The Services to be provided hereunder shall be performed by qualified personnel in accordance with standards generally acceptable in Company's industry. Company shall use the effort, skill, diligence and quality control/quality assurance measures expected of a qualified firm performing services of a similar nature to the Services to be performed by the Company pursuant to this Contract. Materials furnished by the Company, if any, shall be current, of merchantable quality and in compliance with any technical standards or specifications incorporated into this Contract. When certain materials are specified by a reference standard, Company may select any suitable commercially acceptable material meeting the standard. The Company makes no representations or warranties as to the merchantable quality and in compliance with any technical standards or specifications of materials provided by third parties. COMPANY SHALL NOT BE RESPONSIBLE TO THE CLIENT FOR ANY GUARANTEES OR WARRANTIES OFFERED BY OTHERS IN CONNECTION WITH ANY EQUIPMENT, MATERIALS, AND SUPPLIES PROVIDED FOR THE SERVICES HEREUNDER. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING ANY EQUIPMENT, MATERIALS, AND SUPPLIES, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

Ownership of Documents and Inventions. (a) All tracing, specifications, computations, notes and other original documents as instruments of service shall, following the full payment of the Contract Price, become the property of the Client, provided however that the Company shall be entitled to keep copies of same; (b) All inventions, discoveries and copyright in work of authorship, including those in formative stages, made by the Company (either alone or jointly with the Client) shall from the time of conception or, in the case of works of authorship, from the time of creation be the property of Company.

Approval of Work. Services performed by Company shall be deemed approved and accepted by Client within a reasonable period (but in no event longer than thirty (30) days) after the Client has had the opportunity to review and/or inspect such services unless Client objects within such period by written notice specifically stating the details in which Client believes such services are incomplete or defective. Under all circumstances, final payment of the Contract Price shall be deemed as conclusive evidence that the Client has accepted all Services provided.

Compliance with Law. All parties shall comply with all Applicable Law in performing their respective obligations hereunder.

Contract Schedule. The date of completion provided in this Contract, if any, is approximate and is based upon prompt receipt by Company of all necessary information and data required to be supplied by the Client, and is subject to weather, groundwater conditions and unforeseen site conditions. Company will use all reasonable efforts to meet the stipulated completion date and completion of the Services within a reasonable time shall constitute the Company's full compliance with this Contract.

Default and Termination. Default and Termination. Either party may terminate this Contract by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within forty-five (45) days ("Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree an extension as long as the defaulting party provides evidence within the Cure Period that it has commenced a cure and is pursuing it diligently. In the event of any termination, Company shall be paid for all services rendered and materials supplied (including materials specifically manufactured/made for the Client that have yet to be supplied), if any, through the date of termination. For purposes of this section, the failure of the Client to pay Company in accordance with the payment terms of this Contract shall be considered such a substantial failure. In the event of a substantial failure on the part of the Client, Company, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of either party in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion. The effectiveness of a termination by Client will be conditioned upon receipt by Company of such payment for all services rendered and materials supplied (including materials specifically manufactured/made for the Client that have yet to be supplied), if any, through the date of termination. If Client incurs costs for damages due to a default of the Company that results in termination of this Contract, Client may deduct such costs or damages from the final payment due to Company. Such

Agreed to: _____ (please initial)

deduction will not exceed the final payment owed to Company and will constitute a full and final settlement between Client and Company for any and all claims against Company by Client and a release by Client of any and all further claims against Company.

Additional Work. (a) All additional labor, materials, tools, bonds, insurance, equipment, licenses, taxes, transportation, surveys, engineering, other professional services and any additional item provided by or on behalf of the Company because of Force Majeure or a Change of Law shall constitute additional work extending beyond the scope of the Services to be provided by Company hereunder. Company shall be compensated for all such additional work commensurate with the appropriate unit prices and/or hourly rates indicated in this contract and if no such prices or rates are provided, Company shall be compensated for the fair and equitable value of such additional work in an amount reasonably agreeable to the parties; (b) The parties may add, delete, modify, alter, or accelerate the Services to be performed hereunder, including without limitation, order changes to the Services, or require the Company to perform additional services but only through a duly executed change or field order. All change and field orders shall be in writing and require the signature and acceptance by Company prior to becoming effective. Unless agreed to otherwise by the Company, all such change and field orders shall reflect the parties' agreement regarding price and proposed completion date.

Payment Terms. For any estimate over $2,000.00, Client shall pay the Company 50% of the estimated project price upon execution of this Contract and the remainder shall be due upon completion of the services. Unless specifically stated otherwise, all payments are due thirty (30) days from the date of invoice. Any payment delayed beyond the specified due date shall be subject to one and one-half percent (1.5%) per month interest on the unpaid balance.

Taxes. Client shall pay all property, franchise, sales, use and other taxes associated with the Services other than taxes imposed on Company's net income or Company's payroll taxes. The prices hereunder do not include sales, use, excise, ad valorem, property or other taxes, other than taxes based on income, now or hereafter imposed directly or indirectly, by any governmental authority or agency with respect to this Contract and the Services provided and materials furnished hereunder. Client shall pay directly or reimburse Company for any such taxes that Company may be required to pay, including without limitation, sales and/or use taxes that Company may be required to pay, under Applicable Law, in connection with Company's purchase or use, in performing the Services hereunder, of equipment, supplies, material and/or subcontracted services.

Indemnification. *TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY (THE "INDEMNIFYING PARTY") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL LIABILITY FOR DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST THE INDEMNIFIED PARTY FOR WRONGFUL DEATH, BODILY INJURY AND/OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY.*

Company's Liability. The Company's maximum liability for all claims under this Contract shall not exceed an amount equal to the Contract Price for the year in which the claim arises. Notwithstanding any provision to the contrary contained in this Contract, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

Client Instructions. Under no circumstances shall Company be responsible for any damages, losses, settlement, payment deficiencies, liabilities, costs and expenses arising directly or indirectly because of the execution or implementation of instruction or directions provided by the Client or any of its directors, officers, employees, agents, or representatives.

Client Information and Records. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, information, regulatory filings, permits, authorizations, licenses, maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by Operator, the Client will be liable for any damages resulting directly or indirectly from such use and reliance.

Risk of Loss. Any losses or other liabilities resulting from theft, damage or unauthorized use of Client's property, by any party other than Company, shall be borne by the Client.

Force Majeure. Any event of Force Majeure that directly or indirectly causes a party to be unable to perform its obligations under this Contract shall not be deemed a breach of this Contract. The occurrence of such event shall suspend the obligations of the affected party for only so long as the impact of

Agreed to: _____ (please initial)

such event continues. The obligation to pay amounts due and owing shall not be suspended by such event. The party affected will use commercially reasonable efforts to mitigate the effect of the event.

Insurance. Company shall procure and maintain through the period of this Contract, at Company's own cost and expense (a) general liability insurance in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate; and (b) worker's compensation insurance in accordance with all statutory requirements.

Governing Law. This Contract and performance under it shall be governed by and construed in accordance with the laws of the state in which the services are performed.

Dispute Resolution. In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions in a timely manner. If the dispute cannot be resolved within forty-five (45) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities. If the parties are unable to resolve any disputes through good faith discussions or mediation, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration Association or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Contract.

Notices. Wherever under this Contract one party is required or permitted to give notice to the other party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier or sent by certified, registered, first class mail, postage prepaid, but not by electronic mail. Notices required to be given to the parties by each other will be addressed to:

Company: Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
Attn: Chris Tarase

With copy to
Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
Attn: Legal Department

Client:
Lexington Oaks Community Development District
2005 Pan Am Circle, Suite 300, Tampa, FL 33607
Attn: Board Chairman

Any such notice shall be deemed given when actually received when delivered either personally, by facsimile transmission or by express courier, or if mailed, on the fifth day after its mailing, postage prepaid to the recipient party.

Successors and Assigns. This Contract shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party or to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. When written consent of a party is required, such consent shall not be unreasonably withheld.

Non-Solicitation. Neither party may actively solicit, for hire, the employees of the other party during the term of this Contract or for one (1) year after termination of this Contract.

Severability. Each and every provision of law and government regulation required by law to be inserted in this Contract shall be deemed to be inserted and this Contract shall read and shall be enforced as though so included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, this Contract shall be deemed to be amended to make such insertion or correction. If this Contract contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from this Contract without affecting the binding force of the remainder.

No Third-Party Beneficiaries. This Contract is entered into solely between and may be enforced only by the Company and Client; and this Contract shall not be deemed to create any rights in third parties, including clients, suppliers, or customers of a party, or to create any obligations of a party to any such third parties.

Construction of Agreement. Whenever the context requires, the gender of all words used in this Contract includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Contract, and all references to Exhibits are to Exhibits attached to this all purposes. Captions, headings, cover pages, tables of contents and footnote instructions contained in this Contract are inserted only to facilitate reference and for convenience and in no way define, limit or describe the scope, intent or meaning of any

Agreed to: _____ (please initial)

provisions of this Contract. Words and abbreviations that have well known technical or trade meanings are used in this Contract in accordance with such recognized meanings.

Entire Agreement. The terms and conditions set out herein are the entire terms and conditions of this Contract and any prior or contemporaneous understandings or agreements, oral or written, are merged herein. There are no representations or warranties, agreements, or covenants other than those expressly set forth in this Contract. This Contract may be amended or modified and/or any right or obligation arising under this Contract may be waived from time to time only by a written instrument executed by the Client and the Company. The failure of the Company at any time to enforce any of the provisions of this Contract shall not constitute a waiver of such provision.

Agreed to: _____ (please initial)

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2026/2027; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (**"Board"**) of the Lexington Oaks Community Development District (**"District"**) prior to June 15, 2026, a proposed operation and maintenance budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (**"Proposed Budget"**); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT:

1. **Proposed Budget Approved**. The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **Setting a Public Hearing**. The public hearing on said Proposed Budget is hereby declared and set for Thursday, August 20, 2026, at 6:30 p.m. at Lexington Oaks Community Center located at 26304 Lexington Oaks Boulevard, Wesley Chapel, Florida 33544.

3. **Transmittal of Proposed Budget to Local General Purpose Government**. The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.

4. **Posting of Proposed Budget**. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the Proposed Budget on the District's website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.

5. **Publication of Notice**. Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **Effective Date**. This Resolution shall take effect immediately upon adoption.

Passed and Adopted on May 21, 2026.

Attest: **Lexington Oaks Community Development District**

Print Name:_____	Print Name:_____
☐Secretary/☐Assistant Secretary	☐Chair/☐Vice Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2026/2027

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Lexington Oaks
Community Development District

FISCAL YEAR 2027

PROPOSED BUDGET

May 13, 2026

CLEAR PARTNERSHIPS



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Lexington Oaks

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund 001

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	ANNUAL BUDGET FY 2027
REVENUES					
Interest - Investments	$70,000.00	$36,887.00	$37,498.39	$74,385.39	$70,000.00
Room Rentals	$20,000.00	$7,109.00	$12,891.00	$20,000.00	$20,000.00
Interest - Tax Collector	$2,234.00	$1,728.00	$506.00	$2,234.00	$0.00
Special Assmnts- Tax Collector	$1,845,499.00	$1,771,863.00	$73,636.00	$1,845,499.00	$2,023,272.17
Special Assmnts- Discounts	-$73,820.00	-$69,413.00	$0.00	-$69,413.00	-$80,930.89
Other Miscellaneous Revenues	$20,000.00	$12,387.00	$7,613.00	$20,000.00	$20,000.00
TOTAL REVENUES	**$1,883,913.00**	**$1,760,561.00**	**$132,144.39**	**$1,892,705.39**	**$2,052,341.28**
EXPENDITURES					
Administrative					
P/R-Board of Supervisors	$24,000.00	$11,200.00	$12,800.00	$24,000.00	$24,000.00
Payroll-Other	$4,200.00	$4,199.00	$1.00	$4,200.00	$4,200.00
FICA Taxes	$2,157.00	$857.00	$1,300.00	$2,157.00	$2,157.30
Workers' Compensation	$30.00	$11.00	$19.00	$30.00	$30.00
ProfServ-Arbitrage Rebate	$1,700.00	$0.00	$1,700.00	$1,700.00	$1,700.00
ProfServ-Dissemination Agent	$1,000.00	$0.00	$1,000.00	$1,000.00	$1,000.00
ProfServ-Engineering	$20,000.00	$10,620.00	$9,380.00	$20,000.00	$20,000.00
ProfServ-Legal Services	$30,000.00	$8,137.00	$21,863.00	$30,000.00	$30,000.00
ProfServ-Mgmt Consulting	$65,180.00	$24,775.00	$11,044.20	$35,819.20	$63,282.00
ProfServ-Property Appraiser	$150.00	$150.00	$0.00	$150.00	$150.00
ProfServ-Special Assessment	$13,310.00	$13,310.00	$0.00	$13,310.00	$13,310.00
ProfServ-Trustee Fees	$7,323.00	$6,914.00	$0.00	$6,914.00	$6,914.00
ProfServ-Web Site Development	$2,000.00	$0.00	$2,000.00	$2,000.00	$2,000.00
Auditing Services	$7,500.00	$0.00	$7,500.00	$7,500.00	$7,500.00
Contract-Website Hosting	$1,553.00	$0.00	$1,553.00	$1,553.00	$1,599.60
Website Compliance	$1,520.00	$0.00	$1,520.00	$1,520.00	$1,520.00
Postage and Freight	$800.00	$540.00	$260.00	$800.00	$800.00
Insurance - General Liability	$17,607.00	$17,183.00	$0.00	$17,183.00	$18,487.35
Printing and Binding	$800.00	$0.00	$800.00	$800.00	$800.00
Legal Advertising	$2,000.00	$92.00	$1,908.00	$2,000.00	$2,000.00
Misc-Bank Charges	$1,100.00	$846.00	$254.00	$1,100.00	$1,100.00
Misc-Property Taxes	$2,000.00	$0.00	$2,000.00	$2,000.00	$2,000.00
Misc-Assessment Collection Cost	$36,910.00	$34,049.00	$2,861.00	$36,910.00	$40,465.44
Misc-County Tax Bill	$4,267.00	$5,152.00	$0.00	$5,152.00	$4,267.00
Office Supplies	$250.00	$0.00	$250.00	$250.00	$250.00
Annual District Filing Fee	$175.00	$175.00	$0.00	$175.00	$175.00
Total Administrative	**$247,532.00**	**$138,210.00**	**$80,013.20**	**$218,223.20**	**$249,707.69**

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	ANNUAL BUDGET FY 2027
Field					
Contracts-Landscape	$204,974.00	$102,486.00	$102,488.00	$204,974.00	$204,974.00
Contracts-Irrigation	$25,272.00	$12,636.00	$12,636.00	$25,272.00	$25,272.00
Insurance - Property	$33,647.00	$31,060.00	$0.00	$31,060.00	$32,613.00
R&M-Entry Feature	$8,000.00	$2,261.00	$5,739.00	$8,000.00	$8,000.00
R&M-Irrigation	$30,000.00	$33,359.00	$0.00	$33,359.00	$30,000.00
R&M-Mulch	$22,040.00	$22,792.00	$0.00	$22,792.00	$25,000.00
R&M-Plant Replacement	$60,000.00	$5,717.00	$54,283.00	$60,000.00	$60,000.00
R&M-Sidewalk Cleaning	$12,000.00	$0.00	$12,000.00	$12,000.00	$12,000.00
R&M-Annuals	$26,250.00	$16,140.00	$10,110.00	$26,250.00	$26,250.00
R&M-Tree Replacement	$10,000.00	$0.00	$10,000.00	$10,000.00	$10,000.00
R&M-Tree Removal	$65,000.00	$9,500.00	$55,500.00	$65,000.00	$65,000.00
Misc-Contingency	$150,000.00	$46.00	$149,954.00	$150,000.00	$300,000.00
Capital Improvements	$100,000.00	$0.00	$100,000.00	$100,000.00	$100,000.00
Total Field	**$747,183.00**	**$235,997.00**	**$512,710.00**	**$748,707.00**	**$899,109.00**
Utilities					
Contracts-Solid Waste Services	$1,735.00	$2,678.00	$0.00	$2,678.00	$2,678.00
Communication - Teleph - Field	$8,400.00	$4,422.00	$4,495.29	$8,917.29	$8,917.29
Electricity - General	$160,000.00	$72,094.00	$73,288.93	$145,382.93	$160,000.00
Utility - Gas	$50,000.00	$51,856.00	$0.00	$51,856.00	$50,000.00
Utility - Water & Sewer	$20,000.00	$14,916.00	$15,163.23	$30,079.23	$30,079.23
Total Utilities	**$240,135.00**	**$145,966.00**	**$92,947.45**	**$238,913.45**	**$251,674.52**
Parks and Recreation					
Payroll-Salaries	$120,000.00	$52,879.00	$67,121.00	$120,000.00	$120,000.00
Payroll-Site Manager	$75,289.00	$37,560.00	$37,729.00	$75,289.00	$77,547.67
FICA Taxes	$14,584.00	$6,919.00	$7,665.00	$14,584.00	$15,112.40
Workers' Compensation	$8,490.00	$4,830.00	$3,660.00	$8,490.00	$8,490.00
Unemployment Compensation	$200.00	$24.00	$176.00	$200.00	$200.00
Contracts-Pools	$45,000.00	$18,795.00	$26,205.00	$45,000.00	$45,000.00
Contracts-Security Alarms	$1,000.00	$2,320.00	$0.00	$2,320.00	$1,000.00
Contracts-Sheriff	$15,000.00	$4,545.00	$10,455.00	$15,000.00	$15,000.00
Security Monitoring Services	$9,000.00	$0.00	$9,000.00	$9,000.00	$9,000.00
R&M-Clubhouse	$20,000.00	$14,106.00	$5,894.00	$20,000.00	$20,000.00
R&M-Parks	$5,000.00	$143.00	$4,857.00	$5,000.00	$5,000.00
R&M-Pools	$15,000.00	$9,217.00	$5,783.00	$15,000.00	$15,000.00
R&M-Fitness Center	$10,000.00	$4,733.00	$5,267.00	$10,000.00	$10,000.00
Misc-Property Taxes	$1,400.00	$0.00	$1,400.00	$1,400.00	$1,400.00
Security Enhancements	$5,000.00	$1,708.00	$3,292.00	$5,000.00	$5,000.00
Holiday Lighting & Decorations	$6,000.00	$10,334.00	$0.00	$10,334.00	$6,000.00
Op Supplies - Clubhouse	$18,000.00	$3,767.00	$14,233.00	$18,000.00	$18,000.00
Total Parks and Recreation	**$368,963.00**	**$171,880.00**	**$202,737.00**	**$374,617.00**	**$371,750.07**

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	ANNUAL BUDGET FY 2027
Flood Control/Stormwater Mgmt					
Contracts-Lake and Wetland	$24,600.00	$12,300.00	$12,300.00	$24,600.00	$24,600.00
R&M-Lake	$3,000.00	$0.00	$3,000.00	$3,000.00	$3,000.00
R&M-Mitigation	$2,500.00	$0.00	$2,500.00	$2,500.00	$2,500.00
Total Flood Control/Stormwater Mgmt	**$30,100.00**	**$12,300.00**	**$17,800.00**	**$30,100.00**	**$30,100.00**
Reserves					
R&M-Boundary Walls/Fences/Monuments	$20,000.00	$68,615.00	$0.00	$68,615.00	$20,000.00
Reserve - Clubhouse	$15,000.00	$0.00	$15,000.00	$15,000.00	$15,000.00
Reserve - Fitness Center	$10,000.00	$0.00	$10,000.00	$10,000.00	$10,000.00
Reserve - Landscaping	$30,000.00	$0.00	$30,000.00	$30,000.00	$30,000.00
Reserve - Parks	$30,000.00	$60,841.00	$0.00	$60,841.00	$30,000.00
Reserve - Pool	$25,000.00	$0.00	$25,000.00	$25,000.00	$25,000.00
Reserve-Ponds & Drainage	$100,000.00	$107,150.00	$0.00	$107,150.00	$100,000.00
Reserve-Sidewalks & Irrigation	$20,000.00	$26,277.00	$0.00	$26,277.00	$20,000.00
Total Reserves	**$250,000.00**	**$262,883.00**	**$80,000.00**	**$342,883.00**	**$250,000.00**
TOTAL EXPENDITURES	**$1,883,913.00**	**$967,236.00**	**$986,207.65**	**$1,953,443.65**	**$2,052,341.28**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$793,325.00	-$854,063.26	-$60,738.26	$0.00
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance		$0.00	$0.00	$0.00	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Net change in fund balance		$793,325.00	-$854,063.26	-$60,738.26	$0.00
FUND BALANCE, BEGINNING	$1,025,156.00	$1,025,156.00	$0.00	$1,025,156.00	$964,417.74
FUND BALANCE, ENDING	**$1,025,156.00**	**$1,818,481.00**	**-$854,063.26**	**$964,417.74**	**$964,417.74**

Exhibit "A"
Allocation of Fund Balances

FISCAL YEAR 2026 RESERVE FUND ANALYSIS	
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2025	$1,025,156.00
Less: Forecasted Surplus/(Deficit) as of 9/30/2026	-$60,738.26
Estimated Funds Available - 9/30/2026	**$964,417.74**

FISCAL YEAR 2027 RESERVE FUND ANALYSIS	
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2026 (1)	$964,417.74
Less: First Quarter Operating Reserve	-$513,085.32
Less: Designated Reserves for Capital Projects	-$344,241.00
Less: Forecasted Surplus/(Deficit) as of 9/30/2027	$0.00
Estimated Remaining Undesignated Cash as of 9/30/2027	**$107,091.42**

Notes

(1) Represents approximately 3 months of operating expenditures

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments

The District earns interest income on their checking account and other Money Market accounts.

Room Rentals

The District receives revenue from the rental of the Clubhouse for events.

Interest-Tax Collector

The District earns interest income on the Non-Ad Valorem Assessments from the Pasco County Tax Collector's office.

Special Assessment-Tax Collector

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District to pay for the operating expenditures during the Fiscal Year.

Special Assessment-Discounts

Per Section 197.3632 and Section 197.162 of the Florida Statutes, discounts are allowed for timely payment of assessments collected by the Tax Collector and only when the Tax Collector is using the uniform methodology. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Other Miscellaneous Revenues

The District receives revenue from fitness lessons and various other small charges.

EXPENDITURES

Administrative

P/R-Board of Supervisors

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for a meeting attendance and to receive $200 per meeting. The amount for the fiscal year is based upon all supervisors attending to the meetings.

Payroll-Other

ADP administration fees charged for the payroll services.

FICA Taxes

Payroll Social Security and Medicare taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Workers' Compensation

Workers' compensation is insurance that provides medical care and wage replacement for employees who are insured or become ill due to their job.

Unemployment Compensation

The payroll unemployment taxes are based on the first $7,000 of wages paid to each Board of Supervisor in a calendar year. The budgeted amount for the fiscal year is calculated at 0.10% of the total Board of Supervisor's payroll expenditures.

Budget Narrative
Fiscal Year 2027

Administrative (continued)

Professional Services-Arbitrage Rebate Calculation

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series of Benefit Special Assessment Bonds. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Professional Services-Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with Rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Professional Services-Engineering

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Professional Services-Legal Services

The District's legal counsel will provide general legal services to the District, i.e. attendance and preparation for monthly meetings, review of operating and maintenance contracts, and other specifically requested assignments.

Professional Services-Management Consulting

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Professional-Property Appraiser

The District reimburses the Pasco County Property Appraiser for her or his necessary administrative costs. This includes the annual fee of $150 to expedite the annual processing that elects to use the Uniform Method of Collection.

Professional Service-Special Assessment

Administrative costs to put the District's assessments on the Tax Roll Accounting Services.

Professional Service-Trustee Fees

The District issued Series of Special Assessment Bonds that are deposited with a Trustee to handle all trustee matters. The annual trustee fee is based on standard fees plus any out of pockets expenses.

Professional Service-Web Site Development

The District contracts services for a website at www.lexingtonoakscdd.org that contains information about the District.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on the prior year actual amount.

Contracts-Website Hosting

The District is required to update their website and that data meets ADA standards. It has contracted with outside vendor to assure ADA guidelines are complying.

Website Compliance

The District is required to meet ADA standards. It has contracted with outside vendor to assure ADA guidelines are complying.

Budget Narrative
Fiscal Year 2027

Administrative (continued)

Postage & Freight
Postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance-General Liability
The District's General Liability & Public Officials Liability Insurance policy is currently with Florida Municipal Insurance. FMI Insurance specializes in providing insurance coverage to governmental agencies. The budgeted amount for the fiscal year is based on prior year premiums plus any anticipated market adjustments.

Printing & Binding
Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising
The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Misc-Bank Charges
This includes bank charges and any other miscellaneous expenses that incurred during the year.

Misc-Property Taxes
Personal property tax on security equipment.

Misc-Assessment Collection Costs
The District reimburses the Pasco County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Misc-County Tax Bill
The District pays a Non-Ad Valorem Assessments for Pasco County Stormwater and Solid Waste Assessment (Clubhouse) to the Pasco County.

Office Supplies
Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Annual District Filling Fee
The District is required to pay an annual fee of $175 to the Department of Community Affairs.

Operations and Maintenance

Field

Contracts-Landscape
The District has a contract for landscape maintenance with Yellowstone Landscape that includes general mowing, edging and maintenance.

Contracts-Irrigation
The District has a contract for maintenance with Ballenger that includes maintenance for the irrigation system.

Budget Narrative
Fiscal Year 2027

Field (continued)

Insurance-Property
The District's Property Insurance policy is currently with Florida Municipal Insurance. FMI Insurance specializes in providing insurance coverage to governmental agencies. The budgeted amount for the fiscal year is based on prior year premiums plus any anticipated market adjustments.

R&M-Entry Feature
This is for the repairs and maintenance of the Entry Feature and monuments for the District.

R&M-Irrigation
The landscaping contract with Ballenger includes repairs and maintenance of the irrigation system in the District.

R&M-Mulch
The landscaping contract with Yellowstone Landscape includes maintenance of mulch.

R&M-Plant Replacement
The landscaping contract with Yellowstone Landscape includes maintenance for new sod, clean up, and new flowering.

R&M-Sidewalk Cleaning
District sidewalks pressure washing.

R&M-Annuals
The landscaping contract with Yellowstone Landscape includes maintenance of annuals.

R&M-Tree Replacement
The landscaping contract with Yellowstone Landscape to replace trees.

R&M-Tree Removal
This is for the expenditures related to removing damaged trees.

Misc-Contingency
The costs associated with any other items not budgeted for within another line item.

Capital Improvements
The District will replace existing equipment or purchase new equipment for District facilities.

Utilities

Contracts-Solid Waste Services
The District has a contract for solid waste services with Waste Services of Florida, Inc. for $145 per month.

Communication-Telephone-Field
This is for the telephone usage in the field by the District.
- Verizon phone line # (813) 907 8719

Electricity-General
Electrical usage for District facilities and assets. Budget based on historical costs.

Utility-Gas
This is for the gas pool heater.

Budget Narrative
Fiscal Year 2027

Utilities (continued)

Utility-Water & Sewer
The Water and Sewer expense is based on historical usage. Pasco County Utilities Service

Parks and Recreation – General

Payroll-Salaries
This is the payroll for the Parks and Recreation staff.

Payroll-Site Manager
This is the payroll for the Site Manager

FICA Taxes
The payroll taxes are calculated at 7.65% of the total Park & Recreation and Lifeguards payroll expenditures.

Workers' Compensation
This is the workers' compensation for the Parks and Recreation staff.

Unemployment Compensation
The payroll unemployment taxes are based on the first $7,000 of wages paid to each employee in a calendar year. The budgeted amount for the fiscal year is calculated at 0.10% of the Park & Recreation and Lifeguards payroll expenditures

Contracts-Pools
The District has a contract with Caribbean Bay Pool Service for $1,500 per month service of the pool at the Recreation Center.

Contracts-Security Alarms
The District has a contract for the monitoring of security alarms to assist with safety.

Contracts-Sheriff
The District has a contract with the Pasco Sheriff's Office that provides off duty sheriff's patrol.

Security Monitoring Services
The District has a camera system that monitors the property for safety.

R&M-Clubhouse
This includes the repairs and maintenance of the Clubhouse and its equipment at the Recreation Center.

R&M-Parks
This includes the repairs and maintenance of the Parks in the District.

R&M-Pools
This includes any non-contractual repairs and maintenance of the pool at the Recreation Center.

R&M-Fitness Center
This includes any repairs and maintenance ($135 per month) to the new fitness center.

Miscellaneous-Property Taxes
Personal property taxes for the security equipment lease for TIP Capital.

Security Enhancements
This is for non-contractual security equipment expenditures.

Budget Narrative
Fiscal Year 2027

Parks and Recreation – General (continued)

Holiday Lighting & Decorations
This includes holidays lighting decoration throughout the District.

Op Supplies-Clubhouse
This includes drinking water and miscellaneous supplies needed for the Recreation Center.

Flood Control / Stormwater Management

Contracts-Lake and Wetland
The District has contracted services with American Ecosystem for treatment of the Lakes and Wetlands for $2,100 per month.

R&M-Lake
This is for any maintenance required for the lakes of the District.

R&M-Mitigation
This is for monitoring the water level and vegetation of the lakes and wetland of the District.

Reserves

Reserve-Signs/Monuments/Fence
This is the reserves for signs, monuments, and fences around the District.

Reserve-Clubhouse
This is the reserves for the repairs and replacement cost for a 15-year reserve period (reserve study) for the District's clubhouse.
Amount based on reserve study.

Reserve-Fitness Center
This is the reserves for the repairs and replacement cost for a 15-year reserve period (reserve study) for the District's fitness center.
Amount based on reserve study.

Reserve-Landscaping
This is the reserve for the cost to restore the landscaping for the entrances and clubhouse to its original conditions.

Reserve-Parks
This is the reserve for the parks**.**

Reserve-Pool
This is the reserve for the pool.

Reserve-Ponds & Drainage
This is the reserve for the District's ponds and drainage.

Reserve-Sidewalks & Irrigation
This is the reserves for the replacement cost for a 15-year reserve period (reserve study) of sidewalks for the District (includes Hawthorne and Preakness gates). Amount based on reserve study.

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund 002

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	ANNUAL BUDGET FY 2027
REVENUES					
Interest - Investments	$100.00	$0.00	$100.00	$100.00	$0.00
Special Assmnts- Tax Collector	$27,494.00	$26,834.00	$660.00	$27,494.00	$28,617.02
Special Assmnts- Discounts	-$1,118.00	-$1,051.00	$0.00	-$1,051.00	-$1,144.68
Gate Bar Code/Remotes	$300.00	$376.00	$0.00	$376.00	$300.00
TOTAL REVENUES	**$26,776.00**	**$26,159.00**	**$760.00**	**$26,919.00**	**$27,772.34**
EXPENDITURES					
Administrative					
Misc-Assessment Collection Cost	$517.00	$516.00	$1.00	$517.00	$572.34
Total Administrative	**$517.00**	**$516.00**	**$1.00**	**$517.00**	**$572.34**
Gatehouse					
Communication - Telephone	$600.00	$216.00	$384.00	$600.00	$600.00
Electricity - Gate	$550.00	$296.00	$300.91	$596.91	$600.00
R&M-Gate	$3,064.00	$3,205.00	$0.00	$3,205.00	$3,500.00
Total Gatehouse	**$4,214.00**	**$3,717.00**	**$684.91**	**$4,401.91**	**$4,700.00**
Reserves					
Reserve - Gate	$3,500.00		$3,500.00	$3,500.00	$3,500.00
Reserve - Roadways	$14,000.00	$0.00	$14,000.00	$14,000.00	$14,000.00
Reserve - Sidewalks	$5,000.00	$2,785.00	$2,215.00	$5,000.00	$5,000.00
Total Reserves	**$22,500.00**	**$2,785.00**	**$19,715.00**	**$22,500.00**	**$22,500.00**
TOTAL EXPENDITURES	**$27,231.00**	**$7,018.00**	**$20,400.91**	**$27,418.91**	**$27,772.34**
Excess (deficiency) of revenues Over (under) expenditures	-$455.00	$19,141.00	-$19,640.91	-$499.91	$0.00
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance		$0.00	$0.00	$0.00	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Net change in fund balance		$19,141.00	-$19,640.91	-$499.91	$0.00
FUND BALANCE, BEGINNING	$121,263.00	$121,263.00	$0.00	$121,263.00	$120,763.09
FUND BALANCE, ENDING	**$121,263.00**	**$140,404.00**	**-$19,640.91**	**$120,763.09**	**$120,763.09**

Exhibit "B"
Allocation of Fund Balances

FISCAL YEAR 2026 RESERVE FUND ANALYSIS	
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2025	$121,263.00
Less: Forecasted Surplus/(Deficit) as of 9/30/2026	-$499.91
Estimated Funds Available - 9/30/2026	**$120,763.09**

FISCAL YEAR 2027 RESERVE FUND ANALYSIS	
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2026 (1)	$120,763.09
Less: First Quarter Operating Reserve	-$6,943.09
Less: Designated Reserves for Capital Projects	-$102,464.00
Less: Forecasted Surplus/(Deficit) as of 9/30/2027	
Estimated Remaining Undesignated Cash as of 9/30/2027	**$11,356.01**

Notes

(1) Represents approximately 3 months of operating expenditures

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund 003

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	ANNUAL BUDGET FY 2027
REVENUES					
Interest - Investments	$500.00	$0.00	$500.00	$500.00	$0.00
Special Assmnts- Tax Collector	$47,935.00	$46,022.00	$1,913.00	$47,935.00	$48,511.70
Special Assmnts- Discounts	-$1,917.00	-$1,803.00	$0.00	-$1,803.00	-$1,940.47
Gate Bar Code/Remotes	$200.00	$165.00	$35.00	$200.00	$200.00
TOTAL REVENUES	**$46,718.00**	**$44,384.00**	**$2,448.00**	**$46,832.00**	**$46,771.23**
EXPENDITURES					
Administrative					
Misc-Assessment Collection Cost	$917.00	$884.00	$33.00	$917.00	$970.23
Total Administrative	**$917.00**	**$884.00**	**$33.00**	**$917.00**	**$970.23**
Gatehouse					
Communication - Telephone	$691.00	$122.00	$569.00	$691.00	$691.00
Electricity - Gate	$690.00	$303.00	$308.02	$611.02	$690.00
R&M-Gate	$2,420.00	$12,107.00	$0.00	$12,107.00	$2,420.00
Total Gatehouse	**$3,801.00**	**$12,532.00**	**$877.02**	**$13,409.02**	**$3,801.00**
Reserves					
Reserves - Gate	$4,000.00	$0.00	$4,000.00	$4,000.00	$4,000.00
Reserve - Roadways	$32,000.00	$0.00	$32,000.00	$32,000.00	$32,000.00
Reserve - Sidewalks	$6,000.00	$12,798.00	$0.00	$12,798.00	$6,000.00
Total Reserves	**$42,000.00**	**$12,798.00**	**$36,000.00**	**$48,798.00**	**$42,000.00**
TOTAL EXPENDITURES	**$46,718.00**	**$26,214.00**	**$36,910.02**	**$63,124.02**	**$46,771.23**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$18,170.00	-$34,462.02	-$16,292.02	$0.00
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance		$0.00	$0.00	$0.00	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Net change in fund balance		$18,170.00	-$34,462.02	-$16,292.02	$0.00
FUND BALANCE, BEGINNING	$202,225.00	$202,225.00	$0.00	$202,225.00	$185,932.98
FUND BALANCE, ENDING	**$202,225.00**	**$220,395.00**	**-$34,462.02**	**$185,932.98**	**$185,932.98**

Exhibit "C"
Allocation of Fund Balances

FISCAL YEAR 2026 RESERVE FUND ANALYSIS	
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2025	$202,225.00
Less: Forecasted Surplus/(Deficit) as of 9/30/2026	-$16,292.02
Estimated Funds Available - 9/30/2026	**$185,932.98**

FISCAL YEAR 2027 RESERVE FUND ANALYSIS	
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2026 (1)	$185,932.98
Less: First Quarter Operating Reserve	-$11,692.81
Less: Designated Reserves for Capital Projects	-$164,009.00
Less: Forecasted Surplus/(Deficit) as of 9/30/2027	
Estimated Remaining Undesignated Cash as of 9/30/2027	**$10,231.17**

Notes

(1) Represents approximately 3 months of operating expenditures

Lexington Oaks

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2021A Bonds

Series 2021B Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	ANNUAL BUDGET FY 2027
REVENUES					
Interest - Investments	$0.00	$2,441.00	$0.00	$2,441.00	$0.00
Special Assmnts- Tax Collector	$379,124.00	$363,996.00	$15,128.00	$379,124.00	$379,123.51
Special Assmnts- Discounts	-$15,165.00	-$14,260.00	$0.00	-$14,260.00	-$15,164.94
TOTAL REVENUES	**$363,959.00**	**$352,177.00**	**$15,128.00**	**$367,305.00**	**$363,958.57**
EXPENDITURES					
Administrative					
Misc-Assessment Collection Cost	$7,582.00	$6,995.00	$587.00	$7,582.00	$7,582.47
Total Administrative	**$7,582.00**	**$6,995.00**	**$587.00**	**$7,582.00**	**$7,582.47**
Debt Service					
Debt Retirement Series A	$199,180.00	$0.00	$199,180.00	$199,180.00	$202,640.00
Debt Retirement Series B	$111,900.00	$0.00	$111,900.00	$111,900.00	$113,450.00
Interest Expense Series A	$32,327.00	$17,174.00	$15,153.00	$32,327.00	$30,305.46
Interest Expense Series B	$9,518.00	$8,274.00	$1,244.00	$9,518.00	$8,488.84
Total Debt Service	**$352,925.00**	**$25,448.00**	**$327,477.00**	**$352,925.00**	**$354,884.30**
TOTAL EXPENDITURES	**$360,507.00**	**$32,443.00**	**$328,064.00**	**$360,507.00**	**$362,466.77**
Excess (deficiency) of revenues Over (under) expenditures	$3,452.00	$319,734.00	-$312,936.00	$6,798.00	$1,491.80
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance		$0.00	$0.00	$0.00	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Net change in fund balance		$319,734.00	-$312,936.00	$6,798.00	$1,491.80
FUND BALANCE, BEGINNING	$100,635.00	$100,635.00	$0.00	$100,635.00	$107,433.00
FUND BALANCE, ENDING	**$100,635.00**	**$420,369.00**	**-$312,936.00**	**$107,433.00**	**$108,924.80**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	11/1/2024	11/1/2025	11/1/2026	11/1/2027
Series 2021A Bonds	$1,886,850.00	$1,692,060.00	$1,492,880.00	$1,290,240.00

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	11/1/2024	11/1/2025	11/1/2026	11/1/2027
Series 2021B Bonds	$683,420.00	$573,250.00	$461,350.00	$347,900.00

Series 2021A Amortization Schedule

Date	Outstanding Principal Balance	Principal	Interest Rate	Interest	Annual Debt Service	Total Annual Debt Service
11/1/21	$2,459,930.00			$9,432.46	$9,432.46	
5/1/22	$2,459,930.00	$198,420.00	2.03%	$24,968.29	$223,388.29	$232,820.75
11/1/22	$2,261,510.00			$22,954.33	$22,954.33	
5/1/23	$2,261,510.00	$184,720.00	2.03%	$22,954.33	$207,674.33	$230,628.66
11/1/23	$2,076,790.00			$21,079.42	$21,079.42	
5/1/24	$2,076,790.00	$189,940.00	2.03%	$21,079.42	$211,019.42	$232,098.84
11/1/24	$1,886,850.00			$19,151.53	$19,151.53	
5/1/25	$1,886,850.00	$194,790.00	2.03%	$19,151.53	$213,941.53	$233,093.06
11/1/25	$1,692,060.00			$17,174.41	$17,174.41	
5/1/26	$1,692,060.00	$199,180.00	2.03%	$17,174.41	$216,354.41	$233,528.82
11/1/26	$1,492,880.00			$15,152.73	$15,152.73	
5/1/27	$1,492,880.00	$202,640.00	2.03%	$15,152.73	$217,792.73	$232,945.46
11/1/27	$1,290,240.00			$13,095.94	$13,095.94	
5/1/28	$1,290,240.00	$201,730.00	2.03%	$13,095.94	$214,825.94	$227,921.88
11/1/28	$1,088,510.00			$11,048.38	$11,048.38	
5/1/29	$1,088,510.00	$208,550.00	2.03%	$11,048.38	$219,598.38	$230,646.76
11/1/29	$879,960.00			$8,931.59	$8,931.59	
5/1/30	$879,960.00	$214,830.00	2.03%	$8,931.59	$223,761.59	$232,693.18
11/1/30	$665,130.00			$6,751.07	$6,751.07	
5/1/31	$665,130.00	$216,580.00	2.03%	$6,751.07	$223,331.07	$230,082.14
11/1/31	$448,550.00			$4,552.78	$4,552.78	
5/1/32	$448,550.00	$221,900.00	2.03%	$4,552.78	$226,452.78	$231,005.56
11/1/32	$226,650.00			$2,300.50	$2,300.50	
5/1/33	$226,650.00	$226,650.00	2.03%	$2,300.50	$228,950.50	$231,251.00
Total		$1,886,850.00		$196,317.86	$2,083,167.86	$2,083,167.86

Series 2021B Amortization Schedule

Date	Outstanding Principal Balance	Principal	Interest Rate	Interest	Annual Debt Service	Total Annual Debt Service
11/1/21	$1,007,560.00			$3,501.83	$3,501.83	
5/1/22	$1,007,560.00	$109,650.00	1.84%	$9,269.55	$118,919.55	$122,421.38
11/1/22	$897,910.00			$8,260.77	$8,260.77	
5/1/23	$897,910.00	$106,210.00	1.84%	$8,260.77	$114,470.77	$122,731.54
11/1/23	$791,700.00			$7,283.64	$7,283.64	
5/1/24	$791,700.00	$108,280.00	1.84%	$7,283.64	$115,563.64	$122,847.28
11/1/24	$683,420.00			$6,287.46	$6,287.46	
5/1/25	$683,420.00	$110,170.00	1.84%	$6,287.46	$116,457.46	$122,744.92
11/1/25	$573,250.00			$5,273.90	$5,273.90	
5/1/26	$573,250.00	$111,900.00	1.84%	$5,273.90	$117,173.90	$122,447.80
11/1/26	$461,350.00			$4,244.42	$4,244.42	
5/1/27	$461,350.00	$113,450.00	1.84%	$4,244.42	$117,694.42	$121,938.84
11/1/27	$347,900.00			$3,200.68	$3,200.68	
5/1/28	$347,900.00	$114,830.00	1.84%	$3,200.68	$118,030.68	$121,231.36
11/1/28	$233,070.00			$2,144.24	$2,144.24	
5/1/29	$233,070.00	$116,030.00	1.84%	$2,144.24	$118,174.24	$120,318.48
11/1/29	$117,040.00			$1,076.77	$1,076.77	
5/1/30	$117,040.00	$117,040.00	1.84%	$1,076.77	$118,116.77	$119,193.54
Total		$683,420.00		$44,454.94	$727,874.94	$727,874.94

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest income on their trust accounts with US Bank.

Special Assessment-Tax Collector
The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District to pay for the operating expenditures during the Fiscal Year.

Special Assessment-Discounts
Per Section 197.3632 and Section 197.162 of the Florida Statutes, discounts are allowed for timely payment of assessments collected by the Tax Collector and only when the Tax Collector is using the uniform methodology. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Misc-Assessment Collection Costs
The District reimburses the Pasco County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Debt Service

Principal Debt Retirement
The District pays regular principal payments annually to pay down/retire the debt on May 1.

Interest Expense
The District pays interest expense on the debt on May 1 and November 1 of each year.

Lexington Oaks

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs. Fiscal Year 2026

Product Type	Total Units	General Fund 001			Village Reserves			Series 2021A Debt Service			Series 2021B Debt Service			Total		
		FY 2027	FY 2026	Percent Change	FY 2027	FY 2026	Percent Change	FY 2027	FY 2026	Percent Change	FY 2027	FY 2026	Percent Change	FY 2027	FY 2026	Percent Change
No Debt																
SF 44 foot	127	$953.32	$869.55	10%	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$953.32	$869.55	10%
SF 50 foot	245	$1,083.26	$988.08	10%	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$1,083.26	$988.08	10%
SF 70 foot	80	$1,668.70	$1,522.08	10%	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$1,668.70	$1,522.08	10%
SF 80 foot	3	$1,993.68	$1,818.51	10%	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$1,993.68	$1,818.51	10%
SF 80 foot-H	28	$1,993.68	$1,818.51	10%	$529.94	$517.57	2%	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$2,523.63	$2,336.08	8%
SF 80 foot-P	46	$1,993.68	$1,818.51	10%	$429.31	$424.21	1%	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$2,422.99	$2,242.72	8%
Day Care	1	$7,081.45	$6,459.25	10%	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$7,081.45	$6,459.25	10%
Golf Course	1	$17,804.80	$16,240.39	10%	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$17,804.80	$16,240.39	10%
Series 2011																
SF 50 ft	308	$1,083.26	$988.08	10%	$0.00	$0.00	n/a	$338.43	$338.43	0%	$0.00	$0.00	n/a	$1,421.69	$1,326.51	7%
SF 70 ft	270	$1,668.70	$1,522.08	10%	$0.00	$0.00	n/a	$481.35	$481.35	0%	$0.00	$0.00	n/a	$2,150.05	$2,003.43	7%
SF 80 ft-H	26	$1,993.68	$1,818.51	10%	$529.94	$517.57	2%	$547.42	$547.42	0%	$0.00	$0.00	n/a	$3,071.05	$2,883.51	7%
Series 2017																
SF 44 ft	130	$953.32	$869.55	10%	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$255.80	$255.80	0%	$1,209.11	$1,125.35	7%
SF 50 ft	115	$1,083.26	$988.08	10%	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$309.29	$309.29	0%	$1,392.55	$1,297.37	7%
SF 70 ft	64	$1,668.70	$1,522.08	10%	$0.00	$0.00	n/a	$0.00	$0.00	n/a	$443.96	$443.96	0%	$2,112.66	$1,966.04	7%
SF 80 ft-P	67	$1,993.68	$1,818.51	10%	$429.31	$424.21	1%	$0.00	$0.00	n/a	$499.30	$499.30	0%	$2,922.29	$2,742.01	7%
	1,511															

Brian E. Corley
Supervisor of Elections
PO Box 300
Dade City FL 33526-0300

1-800-851-8754
www.PascoVotes.gov

April 17, 2026

Diana Kapatsyna
District Administrative Assistant III
Inframark
2005 Pan Am Circle Suite 300
Tampa FL 33607

Dear Diana Kapatsyna:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2026.

- Lexington Oaks Community Development District 2,814

As always, please call me if you have any questions or need additional information.

Sincerely,

Tiffannie A. Alligood
Chief Administrative Officer

Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

April 13, 2026

Lexington Oaks Community Development District
Inframark LLC
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines & Frank CPAs PL ("we") audit Lexington Oaks Community Development District's, (the "District"), governmental activities and each major fund as of and for the years ending September 30, 2026, 2027, and 2028, which collectively comprise the District's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the years ending September 30, 2026, 2027, and 2028, and thereafter if mutually agreed upon by Lexington Oaks Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS and GAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and GAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion;

2. Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit;

3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and

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

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and

3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

The Board is responsible for informing us of its views about the risks of fraud, waste or abuse within the District, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the District.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;

2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;

3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

4. For report distribution; and

5. To provide us with:

    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;

    b. Information relevant to the preparation and fair presentation of the financial statements, when needed, to allow for the completion of the audit in accordance with the proposed timeline;

    c. Additional information that we may request from management for the purpose of the audit; and

d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and

2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the District's financial statements, we will also issue the following reports:

1. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;

2. Auditor General Management Letter, if applicable; and

3. Report on Compliance with Section 218.415, Florida Statutes, if applicable.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with a designated individual, serving on behalf of management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Non-audit Services

In connection with our audit, you have requested us to perform the following non-audit services:

1. Assistance in drafting the District's financial statements in accordance with accounting principles generally accepted in the United States of America, based on information provided by the District. While we will assist in drafting the financial statements, management retains responsibility for the financial statements, including their fair presentation, the selection and application of accounting principles, the accuracy and completeness of the underlying financial information, and for reviewing, approving, and accepting the financial statements prior to their issuance. Management is also responsible for establishing and maintaining effective internal controls relevant to the financial reporting process.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the District, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The District has agreed to designate an individual, serving on behalf of management, who possesses suitable skill, knowledge, and experience, and who understands the non-audit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the District agrees to the following:

1. The District will designate a qualified individual, serving in a management capacity, who possesses suitable skill, knowledge, and experience to oversee the services;

2. The designated individual will assume all management responsibilities for the subject matter and scope of the non-audit service described above;

3. The District will evaluate the adequacy and results of the services performed; and

4. The District accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the District's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the District's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report has been provided to you, for your information.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2026 will not exceed $5,100 unless the scope of the engagement is changed, the assistance which the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee and the timely completion of our work are based on anticipated cooperation from District personnel, timely responses to our inquiries, timely completion and delivery of client assistance requests, timely communication of all significant accounting and financial reporting matters, and the assumption that no unexpected circumstances will be encountered during the engagement. Our fee for the years ending September 30, 2027 and 2028 will not exceed $5,100. All other provisions of this letter will survive any fee adjustment.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the District under this Engagement Letter, or any documents belonging to the District or furnished to Berger, Toombs, Elam, Gaines, & Frank by the District.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

The District and Berger, Toombs, Elam, Gaines & Frank agree that no claim arising out of, from, or relating to the services rendered pursuant to this engagement letter shall be filed more than two years after the date of the audit report issued by Berger, Toombs, Elam, Gaines & Frank or the date of this engagement letter if no report has been issued. To the fullest extent permitted by Florida law, our firm shall not be liable for any loss of profits, business interruption, or other consequential, incidental, or punitive damages. In all circumstances, the total liability for any claim arising from this engagement will not exceed the total amount of the fees paid by the District to Berger, Toombs, Elam, Gaines & Frank under this engagement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the District of its payment obligations to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter.

Confidentiality

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of the District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, upon request, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and non-financial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be destroyed in accordance with our record retention policies.

Termination

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the District terminates this engagement, the District will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the District's behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

Neither Berger, Toombs, Elam, Gaines & Frank nor the District shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the District's option, the District may terminate this Engagement Letter where our services are delayed more than 120 days; however, the District is not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The District shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The District shall not knowingly cause Berger, Toombs, Elam, Gaines & Frank to violate any sanctions applicable to Berger, Toombs, Elam, Gaines & Frank. As used herein “Sanctioned List” means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. State Department.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the entire agreement between Berger, Toombs, Elam, Gaines & Frank and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the terms of this Engagement Letter.

Sincerely,

Berger Toombs Elam
Gaines + Frank

BERGER, TOOMBS, ELAM, GAINES & FRANK
CERTIFIED PUBLIC ACCOUNTANTS PL

Melissa Marlin, CPA

Confirmed on behalf of the addressee:

Sign: _____

Title: _____

Date: _____

6930 Gall Boulevard
Suite 200
Zephyrhills, FL 33542

813.788.2155
DGPerry.com

Report on the Firm's System of Quality Control

December 4, 2025

To the Partners of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL , in effect for the year ended May 31, 2025 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of pass.

DG Perry

DGPerry CPAs + Advisors

ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS, ELAM, GAINES AND FRANK AND LEXINGTON OAKS COMMUNITY DEVELEOPMENT DISTRICT (DATED APRIL 13, 2026)

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and

d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

INFRAMARK
2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33607
TELEPHONE: 954-603-0033

E-VERIFY REQUIREMENTS. Auditor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Auditor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Auditor has knowingly violated Section 448.091, Florida Statutes.

If the Auditor anticipates entering into agreements with a subcontractor for the Work, Auditor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Auditor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Auditor has otherwise complied with its obligations hereunder, the District shall promptly notify the Auditor. The Auditor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Auditor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Auditor represents that no public employer has terminated a contract with the Auditor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Auditor: Melissa Marlin	**District: Lexington Oaks CDD**
By: M. Marlin	**By:** _____
Title: Director	**Title:** _____
Date: April 13, 2026	**Date:** _____

MINUTES OF MEETING
LEXINGTON OAKS
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Lexington Oaks Community Development District was held on Thursday, April 16, 2026 at 6:30 p.m. at the Lexington Oaks Clubhouse, 26304 Lexington Oaks Boulevard, Wesley Chapel, Florida.

Present and constituting a quorum were:

Rick Carroll	Chairman
Terry Bechtel	Vice Chairman
Butch Straber	Assistant Secretary
Scott A. Carlson	Assistant Secretary
William Palermo	Assistant Secretary

Also presents were:

Mark Vega	District Manager
John Fowler	Field Inspection

Audience Members

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS **Roll Call**

The roll was called. A quorum was established.

SECOND ORDER OF BUSINESS **Pledge of Allegiance**

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS **Audience Comments**

A resident addressed the Board regarding a gym incident that occurred on April 14, 2026.

A resident addressed the Board regarding maintenance concerns, including cleaning of flags, repair of the flag stand and noted that the air conditioning turns on at 8:30 p.m.

FOURTH ORDER OF BUSINESS **Items for Consideration, Additions, Deletions**

Addition: Item 6D – Ratification of Ballenger proposals for Mainline Repairs.

FIFTH ORDER OF BUSINESS **Staff Report**

A. Landscape Report – Yellowstone

Discussion regarding landscape and irrigation items was tabled to the next meeting.

B. Irrigation Report – Ballenger

Discussion of the irrigation report was included under item 6D.

C. Accounting Staff Report

i. Discussion of Cash Flow Report

Mr. Nesbitt presented the Cash Flow Report.

Board consensus that funds in the Truist account be swept into an interest-bearing account.

D. Engineer's Report

No report.

E. Counsel's Report

The letters were sent to 5639 and 5645 Riva Ridge Drive in regards to their fences blocking CDD access to the pond for maintenance.

F. Field Inspection Report

Mr. Fowler presented the field inspection report.

On MOTION by Ms. Bechtel, seconded by Mr. Caroll, with all in favor, the Field Agreement in the amount of $12,000 annually was approved as presented. 5-0

G. District Manager's Report

Discussion ensued regarding a Landscape Request for RFP, which will be handled by Mr. Fowler of Inframark.

On MOTION by Ms. Bechtel, seconded by Mr. Palermo, with all in favor, proceeding with the Landscape RFP was approved as presented. 5-0

SIXTH ORDER OF BUSINESS **Consent Agenda**

A. Minutes of March 19, 2026 Regular Meeting

B. Review of the February 2026 Financials

On MOTION by Mr. A. Carlson, seconded by Mr. Palermo the February 2026 Financials and the March 19, 2026 Regular Meeting were approved as presented. 5-0

C. Ratification of Blue Wave Lighting Proposal for Front Entrance for $36,500.00

D. Ratification of Ballenger Proposals for Mainline Repairs

On MOTION by Mr. A. Carlson, seconded by Mr. Palermo the Blue Wave Lighting Proposal for Front Entrance and Ballenger Proposals for Mainline Repairs were ratified as presented. 5-0

SEVENTH ORDER OF BUSINESS **Supervisors' Requests and Comments**

None.

EIGHTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. A. Carlson, seconded by Mr. Palermo, with all in favor, the meeting was adjourned at 8:00 p.m.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

MINUTES OF MEETING
LEXINGTON OAKS
COMMUNITY DEVELOPMENT DISTRICT

The workshop meeting of the Board of Supervisors of the Lexington Oaks Community Development District was held on Thursday, May 7, 2026 at 9:02 p.m. at the Lexington Oaks Clubhouse, 26304 Lexington Oaks Boulevard, Wesley Chapel, Florida.

Present and constituting a quorum were:

Rick Carroll	Chairman
Terry Bechtel	Vice Chairman
Butch Straber	Assistant Secretary
Scott A. Carlson	Assistant Secretary *via Zoom*
William Palermo	Assistant Secretary

Also presents were:

Mark Vega	District Manager
John Fowler	Field Inspection
Todd Wilhelmi	Site Manager

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS **Open Workshop**

The roll was called. A quorum was established.

SECOND ORDER OF BUSINESS **Pledge of Allegiance**

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS **Audience Comments**

None.

FOURTH ORDER OF BUSINESS **Update on Water Buggy**

A Discussion ensued regarding the recently delivered Water Buggy. It was noted the trailer includes a 300-gallon tank; however, staff is currently limiting capacity to 150 gallons to maintain proper steering and weight control. Further discussion was held regarding irrigation deficiencies with Johan Ballanger and Josh Wright. Staff reported

irrigation is currently operating on Mondays, Tuesdays, and Fridays from midnight to 2:00 a.m. It was also noted the center median entrance project remains on hold due to irrigation-related issues.

FIFTH ORDER OF BUSINESS **Discussion of Appraisal**

Board members provided hard copies of appraisal documents to Mr. Vega for compilation.

SIXTH ORDER OF BUSINESS **Review of Landscape RFP**

Discussion ensued regarding updates to the Landscape RFP. Mr. Carlson stated he would provide Mr. Fowler with redlined revisions for special items included in the RFP. Board consensus was to proceed with advertisement of the RFP with an anticipated start date of August 1, 2026.

SEVENTH ORDER OF BUSINESS **Discussion on FY 2027 Budget**

Discussion ensued regarding the Fiscal Year 2027 budget. It was noted the high-water mark scenario would reflect an approximate 10% increase over the Fiscal Year 2026 budget.

EIGHTH ORDER OF BUSINESS **Gametime Playground Equipment – Discussion of Playground**

Brady Ruselink of Gametime Playground provided a presentation regarding playground equipment options and stated pricing information would be provided prior to the budget meeting.

NINETH ORDER OF BUSINESS **Supervisors' Requests and Comments**

Discussion ensued regarding the current gym suspension. Mr. Wilhelmi stated the suspension is scheduled to conclude on May 14, 2026.

Mr. Straber also provided information regarding obtaining a Southwest Florida Water Management District recreation booklet.

On MOTION by Mr. A. Carlson, seconded by Mr. Palermo, with all in favor, the meeting was adjourned at 11:02 a.m.

Secretary/Assistant Secretary Chairman/Vice Chairman

Notes to the Financial Statements

Financial Overview / Highlights

- Total revenues are currently at 93.45% of the annual budget. 96.01% of special assessments have been collected through March.
- Total expenditures are at approximately 51.34% of the annual budget.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Explanation
Expenditures - General Fund				
Administration				
ProfServ-Special Assessment	$13,310	$13,310	100%	Inframark - assessment/revenue collection services.
ProfServ-Trustee Fees	$6,914	$7,323	94%	U.S. Bank - trustee fees for FY 2026.
Insurance-General Liability	$17,183	$17,607	98%	EGIS Insurance Advisors - premium paid for FY 2026.
Field				
Insurance-Property	$31,060	$33,647	92%	EGIS Insurance Advisors - premium paid for FY 2026.
R&M-Irrigation	$33,359	$30,000	111%	Ballenger Landcare - irrigation repairs $33,029; other miscellaneous repairs.
R&M-Mulch	$22,792	$22,040	103%	Southeast Spreading Company - mulch installation pine bark.
R&M-Annuals	$16,140	$26,250	61%	Yellowstone Landscape - annual install $11,150; Wiley's Wholesale Plants - annual install $4,990.
Utilities				
Contracts-Solid Waste Service	$2,678	$1,735	154%	Waste Connections of FL - services for solid waste.
Parks and Recreation				
Workers Compensation	$4,830	$8,490	57%	EGIS Insurance Advisors - premium paid for FY 2026.
Contract-Security Alarms	$2,320	$1,000	232%	Time on Target Pro Security - security monitoring $1,360; other monitoring fees.
R&M-Clubhouse	$14,106	$20,000	71%	Advanced Energy Solutions - repair electrical devices & panels, replace a/c heat breaker $4,080; Tim Hawk - install heat kit, clean air ducts, a/c repairs $8,387; other miscellaneous supplies and repairs.
R&M-Pools	$9,217	$15,000	61%	Brennick Brothers - repair pool heater, installed air bleeders $4,372; Cooper Pools - install separation tank, biohazard cleanup, regrout tile/coping $3,225; other miscellaneous supplies and repairs.
Holiday Lighting & Decorations	$10,334	$6,000	172%	FLP - lighting and holiday decorations.
Reserves				
Reserve - Boundary Walls/Fences/Monuments	$68,615	$20,000	343%	Superior Sealers - barrier wall repair $67,592; Advanced Energy Solutions - repair sprinkler system, replace monument GFCI $1,023.
Reserve - Parks	$60,841	$30,000	203%	Superior Sealers - resurface basketball court, sod expenses $57,190; Tampa Bay Awning - install awning $3,651.
Reserve - Ponds & Drainage	$107,150	$100,000	107%	Finn Outdoor - pond bank repair.

The notes are intended to provide additional information helpful when reviewing the financial statements.

Notes to the Financial Statements

Reserve - Sidewalks & Irrigation	$26,277	$20,000	131%	Precision Sidewalk Saftey Corp. - sidewalk repairs $21,927; Finn Outdoor - sidewalk panel repairs $4,350.

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Lexington Oaks Community Development District

Financial Report

March 31, 2026

CLEAR PARTNERSHIPS



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LEXINGTON OAKS

Community Development District

Financial Statements

(Unaudited)

March 31, 2026

Balance Sheet
March 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND - HAWTHORNE GATE	GENERAL FUND - PREAKNESS GATE	SERIES 2021 DEBT SERVICE FUND	TOTAL
ASSETS					
Cash - Checking Account	$ 2,052,079	$ -	$ -	$ -	$ 2,052,079
Accounts Receivable	563	-	-	-	563
Due From Other Districts	1,696	-	-	-	1,696
Due From Other Funds	-	140,466	220,456	3,922	364,844
Investments:					
Money Market Account	144,180	-	-	-	144,180
Prepayment Account A	-	-	-	186	186
Prepayment Account B	-	-	-	91	91
Reserve Fund A	-	-	-	23,167	23,167
Reserve Fund B	-	-	-	12,194	12,194
Revenue Fund A	-	-	-	253,052	253,052
Revenue Fund B	-	-	-	127,757	127,757
Prepaid Items	8,045	-	-	-	8,045
Utility Deposits - TECO	855	-	-	-	855
TOTAL ASSETS	**$ 2,207,418**	**$ 140,466**	**$ 220,456**	**$ 420,369**	**$ 2,988,709**
LIABILITIES					
Accounts Payable	$ 24,084	$ 50	$ 54	$ -	$ 24,188
Sales Tax Payable	9	12	7	-	28
Due To Other Funds	364,844	-	-	-	364,844
TOTAL LIABILITIES	**388,937**	**62**	**61**	**-**	**389,060**

Balance Sheet
March 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND - HAWTHORNE GATE	GENERAL FUND - PREAKNESS GATE	SERIES 2021 DEBT SERVICE FUND	TOTAL
FUND BALANCES					
Nonspendable:					
Prepaid Items	8,045	-	-	-	8,045
Deposits	855	-	-	-	855
Restricted for:					
Debt Service	-	-	-	420,369	420,369
Assigned to:					
Operating Reserves	361,129	1,183	1,180	-	363,492
Reserves - Boundary Walls/Fences/Monuments	28,952	-	-	-	28,952
Reserves - Clubhouse	55,000	-	-	-	55,000
Reserves - Fitness Center	34,915	-	-	-	34,915
Reserves - Gate	-	11,279	8,989	-	20,268
Reserves - Landscape	30,000	-	-	-	30,000
Reserves - Park	36,333	-	-	-	36,333
Reserves - Ponds & Drainage	34,300	-	-	-	34,300
Reserves - Pools	67,987	-	-	-	67,987
Reserves - Roadways	-	73,454	161,078	-	234,532
Reserves - Sidewalks	-	20,516	6,740	-	27,256
Reserves - Sidewalks & Irrigation	49,654	-	-	-	49,654
Reserves - Signs/Monuments/Fence	19,983	-	-	-	19,983
Unassigned:	1,091,328	33,972	42,408	-	1,167,708
TOTAL FUND BALANCES	**$ 1,818,481**	**$ 140,404**	**$ 220,395**	**$ 420,369**	**$ 2,599,649**
TOTAL LIABILITIES & FUND BALANCES	**$ 2,207,418**	**$ 140,466**	**$ 220,456**	**$ 420,369**	**$ 2,988,709**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
REVENUES						
Interest - Investments	$ 70,000	$ 35,002	$ 36,887	$ 1,885	52.70%	$ 6,554
Room Rentals	20,000	9,998	7,109	(2,889)	35.55%	800
Interest - Tax Collector	2,234	1,118	1,728	610	77.35%	-
Special Assmnts- Tax Collector	1,845,499	1,789,975	1,771,863	(18,112)	96.01%	15,185
Special Assmnts- Discounts	(73,820)	(73,820)	(69,413)	4,407	94.03%	(171)
Other Miscellaneous Revenues	20,000	10,004	12,387	2,383	61.94%	4,948
TOTAL REVENUES	**1,883,913**	**1,772,277**	**1,760,561**	**(11,716)**	**93.45%**	**27,316**
EXPENDITURES						
Administration						
P/R-Board of Supervisors	24,000	12,000	11,200	800	46.67%	1,000
Payroll-Other	4,200	2,100	4,199	(2,099)	99.98%	451
FICA Taxes	2,157	1,079	857	222	39.73%	77
Unemployment Compensation	30	15	11	4	36.67%	1
ProfServ-Arbitrage Rebate	1,700	1,700	-	1,700	0.00%	-
ProfServ-Dissemination Agent	1,000	500	-	500	0.00%	-
ProfServ-Engineering	20,000	10,000	10,620	(620)	53.10%	1,125
ProfServ-Legal Services	30,000	15,000	8,137	6,863	27.12%	3,818
ProfServ-Mgmt Consulting	65,180	32,594	24,775	7,819	38.01%	(1,592)
ProfServ-Property Appraiser	150	150	150	-	100.00%	150
ProfServ-Special Assessment	13,310	13,310	13,310	-	100.00%	-
ProfServ-Trustee Fees	7,323	7,323	6,914	409	94.41%	-
ProfServ-Web Site Development	2,000	1,000	-	1,000	0.00%	-
Auditing Services	7,500	7,500	-	7,500	0.00%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
Contract-Website Hosting	1,553	776	-	776	0.00%	-
Website Compliance	1,520	760	-	760	0.00%	-
Postage and Freight	800	404	540	(136)	67.50%	94
Insurance - General Liability	17,607	17,607	17,183	424	97.59%	-
Printing and Binding	800	404	-	404	0.00%	-
Legal Advertising	2,000	1,000	92	908	4.60%	-
Misc-Bank Charges	1,100	550	846	(296)	76.91%	129
Misc-Property Taxes	2,000	2,000	-	2,000	0.00%	-
Misc-Assessment Collection Cost	36,910	35,654	34,049	1,605	92.25%	300
Misc-County Tax Bill	4,267	4,267	5,152	(885)	120.74%	-
Office Supplies	250	125	-	125	0.00%	-
Annual District Filing Fee	175	175	175	-	100.00%	-
Total Administration	247,532	167,993	138,210	29,783	55.84%	5,553
Flood Control/Stormwater Mgmt						
Contracts-Lake and Wetland	24,600	12,300	12,300	-	50.00%	2,050
R&M-Lake	3,000	1,500	-	1,500	0.00%	-
R&M-Mitigation	2,500	1,250	-	1,250	0.00%	-
Total Flood Control/Stormwater Mgmt	30,100	15,050	12,300	2,750	40.86%	2,050
Field						
Contracts-Landscape	204,974	102,488	102,486	2	50.00%	17,081
Contracts-Irrigation	25,272	12,636	12,636	-	50.00%	2,106
Insurance - Property	33,647	33,647	31,060	2,587	92.31%	-
R&M-Entry Feature	8,000	4,000	2,261	1,739	28.26%	646
R&M-Irrigation	30,000	15,000	33,359	(18,359)	111.20%	8,094

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
R&M-Mulch	22,040	11,020	22,792	(11,772)	103.41%	-
R&M-Plant Replacement	60,000	30,000	5,717	24,283	9.53%	2,656
R&M-Sidewalk Cleaning	12,000	6,000	-	6,000	0.00%	-
R&M-Annuals	26,250	13,125	16,140	(3,015)	61.49%	-
R&M-Tree Replacement	10,000	5,002	-	5,002	0.00%	-
R&M-Tree Removal	65,000	32,500	9,500	23,000	14.62%	-
Misc-Contingency	150,000	75,000	46	74,954	0.03%	-
Capital Improvements	100,000	50,000	-	50,000	0.00%	-
Total Field	747,183	390,418	235,997	154,421	31.58%	30,583
Utilities						
Contracts-Solid Waste Services	1,735	868	2,678	(1,810)	154.35%	468
Communication - Teleph - Field	8,400	4,200	4,422	(222)	52.64%	773
Electricity - General	160,000	80,000	72,094	7,906	45.06%	11,879
Utility - Gas	50,000	25,000	51,856	(26,856)	103.71%	15,685
Utility - Water & Sewer	20,000	10,000	14,916	(4,916)	74.58%	2,293
Total Utilities	240,135	120,068	145,966	(25,898)	60.78%	31,098
Parks and Recreation						
Payroll-Salaries	120,000	60,000	52,879	7,121	44.07%	7,328
Payroll-Site Manager	75,289	37,645	37,560	85	49.89%	5,791
FICA Taxes	14,584	7,294	6,919	375	47.44%	1,004
Workers' Compensation	8,490	6,367	4,830	1,537	56.89%	-
Unemployment Compensation	200	100	24	76	12.00%	3
Contracts-Pools	45,000	22,500	18,795	3,705	41.77%	3,750
Contracts-Security Alarms	1,000	502	2,320	(1,818)	232.00%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
Contracts-Sheriff	15,000	7,500	4,545	2,955	30.30%	1,680
Security Monitoring Services	9,000	4,500	-	4,500	0.00%	-
R&M-Clubhouse	20,000	10,004	14,106	(4,102)	70.53%	570
R&M-Parks	5,000	2,500	143	2,357	2.86%	-
R&M-Pools	15,000	7,500	9,217	(1,717)	61.45%	1,620
R&M-Fitness Center	10,000	5,000	4,733	267	47.33%	1,027
Misc-Property Taxes	1,400	1,400	-	1,400	0.00%	-
Security Enhancements	5,000	2,500	1,708	792	34.16%	-
Holiday Lighting & Decorations	6,000	3,000	10,334	(7,334)	172.23%	-
Op Supplies - Clubhouse	18,000	9,000	3,767	5,233	20.93%	-
Total Parks and Recreation	368,963	187,312	171,880	15,432	46.58%	22,773
Reserves						
R&M-Boundary Walls/Fences/Monuments	20,000	20,000	68,615	(48,615)	343.08%	-
Reserve - Clubhouse	15,000	15,000	-	15,000	0.00%	-
Reserve - Fitness Center	10,000	10,000	-	10,000	0.00%	-
Reserve - Landscaping	30,000	30,000	-	30,000	0.00%	-
Reserve - Parks	30,000	30,000	60,841	(30,841)	202.80%	12,818
Reserve - Pool	25,000	25,000	-	25,000	0.00%	-
Reserve-Ponds & Drainage	100,000	100,000	107,150	(7,150)	107.15%	-
Reserve-Sidewalks & Irrigation	20,000	20,000	26,277	(6,277)	131.39%	-
Total Reserves	250,000	250,000	262,883	(12,883)	105.15%	12,818
TOTAL EXPENDITURES & RESERVES	**1,883,913**	**1,130,841**	**967,236**	**163,605**	**51.34%**	**104,875**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
Excess (deficiency) of revenues Over (under) expenditures	-	641,436	793,325	151,889	0.00%	(77,559)
Net change in fund balance	$ -	$ 641,436	$ 793,325	$ 151,889	0.00%	$ (77,559)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**1,025,156**	**1,025,156**	**1,025,156**			
FUND BALANCE, ENDING	**$ 1,025,156**	**$ 1,666,592**	**$ 1,818,481**			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
REVENUES						
Interest - Investments	$ 100	$ 50	$ -	$ (50)	0.00%	$ -
Special Assmnts- Tax Collector	27,949	27,146	26,834	(312)	96.01%	230
Special Assmnts- Discounts	(1,118)	(1,118)	(1,051)	67	94.01%	(3)
Gate Bar Code/Remotes	300	150	376	226	125.33%	70
TOTAL REVENUES	**27,231**	**26,228**	**26,159**	**(69)**	**96.06%**	**297**
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	517	501	516	(15)	99.81%	5
Total Administration	517	501	516	(15)	99.81%	5
Gatehouse						
Communication - Telephone	600	300	216	84	36.00%	66
Electricity - Gate	550	275	296	(21)	53.82%	48
R&M-Gate	3,064	1,532	3,205	(1,673)	104.60%	376
Total Gatehouse	4,214	2,107	3,717	(1,610)	88.21%	490
Reserves						
Reserve - Gate	3,500	3,500	-	3,500	0.00%	-
Reserve - Roadways	14,000	14,000	-	14,000	0.00%	-
Reserve - Sidewalks	5,000	5,000	2,785	2,215	55.70%	-
Total Reserves	22,500	22,500	2,785	19,715	12.38%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
TOTAL EXPENDITURES & RESERVES	**27,231**	**25,108**	**7,018**	**18,090**	**25.77%**	**495**
Excess (deficiency) of revenues Over (under) expenditures	-	1,120	19,141	18,021	0.00%	(198)
Net change in fund balance	$ -	$ 1,120	$ 19,141	$ 18,021	0.00%	$ (198)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**121,263**	**121,263**	**121,263**			
FUND BALANCE, ENDING	**$ 121,263**	**$ 122,383**	**$ 140,404**			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
REVENUES						
Interest - Investments	$ 500	$ 250	$ -	$ (250)	0.00%	$ -
Special Assmnts- Tax Collector	47,935	46,511	46,022	(489)	96.01%	394
Special Assmnts- Discounts	(1,917)	(1,917)	(1,803)	114	94.05%	(4)
Gate Bar Code/Remotes	200	100	165	65	82.50%	125
TOTAL REVENUES	**46,718**	**44,944**	**44,384**	**(560)**	**95.00%**	**515**
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	917	889	884	5	96.40%	8
Total Administration	917	889	884	5	96.40%	8
Gatehouse						
Communication - Telephone	691	346	122	224	17.66%	54
Electricity - Gate	690	345	303	42	43.91%	50
R&M-Gate	2,420	1,210	12,107	(10,897)	500.29%	-
Total Gatehouse	3,801	1,901	12,532	(10,631)	329.70%	104
Reserves						
Reserve - Gate	4,000	4,000	-	4,000	0.00%	-
Reserve - Roadways	32,000	32,000	-	32,000	0.00%	-
Reserve - Sidewalks	6,000	6,000	12,798	(6,798)	213.30%	-
Total Reserves	42,000	42,000	12,798	29,202	30.47%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
TOTAL EXPENDITURES & RESERVES	**46,718**	**44,790**	**26,214**	**18,576**	**56.11%**	**112**
Excess (deficiency) of revenues Over (under) expenditures	-	154	18,170	18,016	0.00%	403
Net change in fund balance	$ -	$ 154	$ 18,170	$ 18,016	0.00%	$ 403
FUND BALANCE, BEGINNING (OCT 1, 2025)	**202,225**	**202,225**	**202,225**			
FUND BALANCE, ENDING	**$ 202,225**	**$ 202,379**	**$ 220,395**			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
REVENUES						
Interest - Investments	$ -	$ -	$ 2,441	$ 2,441	0.00%	$ 1,023
Special Assmnts- Tax Collector	379,124	367,352	363,996	(3,356)	96.01%	3,120
Special Assmnts- Discounts	(15,165)	(15,165)	(14,260)	905	94.03%	(35)
TOTAL REVENUES	**363,959**	**352,187**	**352,177**	**(10)**	**96.76%**	**4,108**
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	7,582	7,347	6,995	352	92.26%	62
Total Administration	7,582	7,347	6,995	352	92.26%	62
Debt Service						
Debt Retirement Series A	199,180	-	-	-	0.00%	-
Debt Retirement Series B	111,900	-	-	-	0.00%	-
Interest Expense Series A	32,327	16,164	17,174	(1,010)	53.13%	-
Interest Expense Series B	9,518	4,759	8,274	(3,515)	86.93%	-
Total Debt Service	352,925	20,923	25,448	(4,525)	7.21%	-
TOTAL EXPENDITURES	**360,507**	**28,270**	**32,443**	**(4,173)**	**9.00%**	**62**
Excess (deficiency) of revenues Over (under) expenditures	3,452	323,917	319,734	(4,183)	9262.28%	4,046
Net change in fund balance	$ 3,452	$ 323,917	$ 319,734	$ (4,183)	9262.28%	$ 4,046
FUND BALANCE, BEGINNING (OCT 1, 2025)	**100,635**	**100,635**	**100,635**			
FUND BALANCE, ENDING	**$ 104,087**	**$ 424,552**	**$ 420,369**			

LEXINGTON OAKS

Community Development District

Supporting Schedules

March 31, 2026

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL Actual Thru 3/31/2026	TOTAL FY2026 Total	TOTAL Adopted Budget	TOTAL % of Budget
Revenues																
Interest - Investments	$ 4,081	$ 3,815	$ 8,033	$ 8,189	$ 6,215	$ 6,554	$ 5,833	$ 5,833	$ 5,833	$ 5,833	$ 5,833	$ 5,833	$ 36,887	$ 71,885	$ 70,000	103%
Room Rentals	752	-	1,458	1,998	2,100	800	1,667	1,667	1,667	1,667	1,667	1,667	7,109	17,110	20,000	86%
Interest - Tax Collector	-	229	-	1,499	-	-	186	186	186	186	186	186	1,728	2,844	2,234	127%
Special Assmnts- Tax Collector	-	308,160	1,355,390	64,958	28,170	15,185	35,048	4,961	15,515	-	-	-	1,771,863	1,827,387	1,845,499	99%
Special Assmnts- Discounts	-	(12,639)	(54,128)	(1,911)	(563)	(171)	-	-	-	-	-	-	(69,413)	(69,412)	(73,820)	94%
Other Miscellaneous Revenues	287	(400)	6,677	-	876	4,948	1,666	1,666	1,666	1,666	1,666	1,666	12,387	22,384	20,000	112%
Total Revenues	**5,120**	**299,165**	**1,317,430**	**74,733**	**36,798**	**27,316**	**44,400**	**14,313**	**24,867**	**9,352**	**9,352**	**9,352**	**1,760,561**	**1,872,198**	**1,883,913**	**99%**
Expenditures																
Administrative																
P/R-Board of Supervisors	2,800	2,000	1,800	1,600	2,000	1,000	2,000	2,000	2,000	2,000	2,000	2,000	11,200	23,200	24,000	97%
Payroll-Other	755	569	759	755	909	451	350	350	350	350	350	350	4,199	6,298	4,200	150%
FICA Taxes	214	153	138	122	153	77	180	180	180	180	180	180	857	1,937	2,157	90%
Unemployment Compensation	3	2	2	2	2	1	3	3	3	3	3	3	11	30	30	100%
ProfServ-Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,700	0%
ProfServ-Dissemination Agent	-	-	-	-	-	-	83	83	83	83	83	83	-	498	1,000	50%
ProfServ-Engineering	-	1,680	4,575	1,830	1,410	1,125	1,667	1,667	1,667	1,667	1,667	1,667	10,620	20,622	20,000	103%
ProfServ-Legal Services	-	1,530	1,438	1,352	-	3,818	2,500	2,500	2,500	2,500	2,500	2,500	8,137	23,138	30,000	77%
ProfServ-Mgmt Consulting	5,274	5,274	5,274	5,274	5,274	(1,592)	5,431	5,431	5,431	5,431	5,431	5,431	24,775	57,364	65,180	88%
ProfServ-Property Appraiser	-	-	-	-	-	150	-	-	-	-	-	-	150	150	150	100%
ProfServ-Special Assessment	-	13,310	-	-	-	-	-	-	-	-	-	-	13,310	13,310	13,310	100%
ProfServ-Trustee Fees	6,914	-	-	-	-	-	-	-	-	-	-	-	6,914	6,914	7,323	94%
ProfServ-Web Site Development	-	-	-	-	-	-	167	167	167	167	167	167	-	1,002	2,000	50%
Auditing Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,500	0%
Contract-Website Hosting	-	-	-	-	-	-	129	129	129	129	129	129	-	774	1,553	50%
Website Compliance	-	-	-	-	-	-	127	127	127	127	127	127	-	762	1,520	50%
Postage and Freight	98	86	44	134	85	94	66	66	66	66	66	66	540	937	800	117%
Insurance - General Liability	17,183	-	-	-	-	-	-	-	-	-	-	-	17,183	17,183	17,607	98%
Printing and Binding	-	-	-	-	-	-	66	66	66	66	66	66	-	396	800	50%
Legal Advertising	92	-	-	-	-	-	167	167	167	167	167	167	92	1,094	2,000	55%
Misc-Bank Charges	134	154	149	150	131	129	92	92	92	92	92	92	846	1,399	1,100	127%
Misc-Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	0%
Misc-Assessment Collection Cost	-	5,910	26,025	1,261	552	300	701	356	199	-	-	-	34,049	35,304	36,910	96%
Misc-County Tax Bill	-	5,152	-	-	-	-	-	-	-	-	-	-	5,152	5,152	4,267	121%
Office Supplies	-	-	-	-	-	-	21	21	21	21	21	21	-	126	250	50%
Annual District Filing Fee	-	175	-	-	-	-	-	-	-	-	-	-	175	175	175	100%
Total Administrative	33,467	35,995	40,204	12,480	10,516	5,553	13,750	13,405	13,248	13,049	13,049	13,049	138,210	217,765	247,532	88%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL Actual Thru 3/31/2026	TOTAL FY2026 Total	TOTAL Adopted Budget	TOTAL % of Budget
Flood Control/Stormwater Mgmt																
Contracts-Lake and Wetland	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	12,300	24,600	24,600	100%
R&M-Lake	-	-	-	-	-	-	250	250	250	250	250	250	-	1,500	3,000	50%
R&M-Mitigation	-	-	-	-	-	-	208	208	208	208	208	208	-	1,248	2,500	50%
Total Flood Control/Stormwater Mgmt	2,050	2,050	2,050	2,050	2,050	2,050	2,508	2,508	2,508	2,508	2,508	2,508	12,300	27,348	30,100	91%
Field																
Contracts-Landscape	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	102,486	204,972	204,974	100%
Contracts-Irrigation	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	12,636	25,272	25,272	100%
Insurance - Property	31,060	-	-	-	-	-	-	-	-	-	-	-	31,060	31,060	33,647	92%
R&M-Entry Feature	-	-	-	1,615	-	646	667	667	667	667	667	667	2,261	6,263	8,000	78%
R&M-Irrigation	1,480	6,714	14,004	2,638	429	8,094	2,500	2,500	2,500	2,500	2,500	2,500	33,359	48,359	30,000	161%
R&M-Mulch	-	23,100	(308)	-	-	-	1,837	1,837	1,837	1,837	1,837	1,837	22,792	33,814	22,040	153%
R&M-Plant Replacement	-	3,062	-	-	-	2,656	5,000	5,000	5,000	5,000	5,000	5,000	5,717	35,718	60,000	60%
R&M-Sidewalk Cleaning	-	-	-	-	-	-	1,000	1,000	1,000	1,000	1,000	1,000	-	6,000	12,000	50%
R&M-Annuals	-	-	11,150	-	4,990	-	2,188	2,188	2,188	2,188	2,188	2,188	16,140	29,268	26,250	111%
R&M-Tree Replacement	-	-	-	-	-	-	833	833	833	833	833	833	-	4,998	10,000	50%
R&M-Tree Removal	-	-	1,400	6,500	1,600	-	5,417	5,417	5,417	5,417	5,417	5,417	9,500	42,002	65,000	65%
Misc-Contingency	-	-	-	-	46	-	12,500	12,500	12,500	12,500	12,500	12,500	46	75,046	150,000	50%
Capital Improvements	-	-	-	-	-	-	8,333	8,333	8,333	8,333	8,333	8,333	-	49,998	100,000	50%
Total Field	51,727	52,063	45,433	29,940	26,252	30,583	59,462	59,462	59,462	59,462	59,462	59,462	235,997	592,770	747,183	79%
Utilities																
Contracts-Solid Waste Services	408	406	470	466	459	468	145	145	145	145	145	145	2,678	3,547	1,735	204%
Communication - Teleph - Field	750	330	920	725	923	773	700	700	700	700	700	700	4,422	8,621	8,400	103%
Electricity - General	12,430	12,117	11,754	11,989	11,924	11,879	13,333	13,333	13,333	13,333	13,333	13,333	72,094	152,091	160,000	95%
Utility - Gas	123	1,312	8,179	11,523	15,033	15,685	4,167	4,167	4,167	4,167	4,167	4,167	51,856	76,857	50,000	154%
Utility - Water & Sewer	4,117	4,511	40	1,983	1,974	2,293	1,667	1,667	1,667	1,667	1,667	1,667	14,916	24,920	20,000	125%
Total Utilities	17,828	18,676	21,363	26,686	30,313	31,098	20,012	20,012	20,012	20,012	20,012	20,012	145,966	266,036	240,135	111%
Parks and Recreation																
Payroll-Salaries	12,605	8,526	8,223	8,618	7,579	7,328	10,000	10,000	10,000	10,000	10,000	10,000	52,879	112,879	120,000	94%
Payroll-Site Manager	8,603	5,791	5,791	5,791	5,791	5,791	6,274	6,274	6,274	6,274	6,274	6,274	37,560	75,202	75,289	100%
FICA Taxes	1,622	1,095	1,072	1,102	1,023	1,004	1,215	1,215	1,215	1,215	1,215	1,215	6,919	14,208	14,584	97%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL Actual Thru 3/31/2026	TOTAL FY2026 Total	TOTAL Adopted Budget	TOTAL % of Budget
Workers' Compensation	4,395	-	-	-	435	-	-	-	2,123	-	-	-	4,830	6,953	8,490	82%
Unemployment Compensation	-	-	-	14	7	3	17	17	17	17	17	17	24	126	200	63%
Contracts-Pools	-	3,750	3,750	3,795	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	18,795	41,295	45,000	92%
Contracts-Security Alarms	69	-	1,429	749	73	-	83	83	83	83	83	83	2,320	2,818	1,000	282%
Contracts-Sheriff	-	-	1,200	1,665	-	1,680	1,250	1,250	1,250	1,250	1,250	1,250	4,545	12,045	15,000	80%
Security Monitoring Services	-	-	-	-	-	-	750	750	750	750	750	750	-	4,500	9,000	50%
R&M-Clubhouse	3,813	-	5,297	4,141	285	570	1,666	1,666	1,666	1,666	1,666	1,666	14,106	24,102	20,000	121%
R&M-Parks	126	-	17	-	-	-	417	417	417	417	417	417	143	2,645	5,000	53%
R&M-Pools	4,672	-	715	-	2,210	1,620	1,250	1,250	1,250	1,250	1,250	1,250	9,217	16,717	15,000	111%
R&M-Fitness Center	628	765	839	547	927	1,027	833	833	833	833	833	833	4,733	9,731	10,000	97%
Misc-Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,400	0%
Security Enhancements	-	1,708	-	-	-	-	417	417	417	417	417	417	1,708	4,210	5,000	84%
Holiday Lighting & Decorations	5,167	-	5,167	-	-	-	500	500	500	500	500	500	10,334	13,334	6,000	222%
Op Supplies - Clubhouse	1,439	-	210	1,853	265	-	1,500	1,500	1,500	1,500	1,500	1,500	3,767	12,767	18,000	71%
Total Parks and Recreation	43,139	21,635	33,710	28,275	22,345	22,773	29,922	29,922	32,045	29,922	29,922	29,922	171,880	353,532	368,963	96%
Total Expenditures	**148,211**	**130,419**	**142,760**	**99,431**	**91,476**	**92,057**	**125,654**	**125,309**	**127,275**	**124,953**	**124,953**	**124,953**	**704,353**	**1,457,451**	**1,633,913**	89%
Reserves																
R&M-Boundary Walls/Fences/Monuments	67,592	-	1,023	-	-	-	-	-	-	-	-	-	68,615	68,615	20,000	343%
Reserve - Clubhouse	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,000	0%
Reserve - Fitness Center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
Reserve - Landscaping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000	0%
Reserve - Parks	-	-	23,985	3,651	20,387	12,818	-	-	-	-	-	-	60,841	60,841	30,000	203%
Reserve - Pool	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%
Reserve-Ponds & Drainage	-	49,000	-	58,150	-	-	-	-	-	-	-	-	107,150	107,150	100,000	107%
Reserve-Sidewalks & Irrigation	-	-	21,927	-	4,350	-	-	-	-	-	-	-	26,277	26,277	20,000	131%
Total Reserves	67,592	49,000	46,935	61,801	24,737	12,818	-	-	-	-	-	-	262,883	262,883	250,000	105%
Total Expenditures & Reserves	**215,803**	**179,419**	**189,695**	**161,232**	**116,213**	**104,875**	**125,654**	**125,309**	**127,275**	**124,953**	**124,953**	**124,953**	**967,236**	**1,720,334**	**1,883,913**	91%
Excess (deficiency) of revenues Over (under) expenditures	$ (210,683)	$ 119,746	$ 1,127,735	$ (86,499)	$ (79,415)	$ (77,559)	$ (81,254)	$ (110,996)	$ (102,408)	$ (115,601)	$ (115,601)	$ (115,601)	793,325	151,864	-	0%
Fund Balance, Beginning (Oct 1, 2025)													**1,025,156**	**1,025,156**	**1,025,156**	
Fund Balance, Ending													**$ 1,818,481**	**$ 1,177,020**	**$ 1,025,156**	

Non-Ad Valorem Special Assessments - Pasco County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2026

					ALLOCATION BY FUND				
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Hawthorne Gate Fund	Preakness Gate Fund	Series 2021A Debt Service Fund	Series 2021B Debt Service Fund
Assessments Levied FY 2026				$ 2,300,507	$ 1,845,499	$ 27,949	$ 47,935	$ 248,435	$ 130,689
Allocation %				100.00%	80.22%	1.21%	2.08%	10.80%	5.68%
11/06/25	$ 39,217	$ 2,074	$ 800	$ 42,092	$ 33,766	$ 511	$ 877	$ 4,546	$ 2,391
11/14/25	$ 143,944	$ 6,120	$ 2,938	$ 153,001	$ 122,740	$ 1,859	$ 3,188	$ 16,523	$ 8,692
11/20/25	$ 99,983	$ 4,251	$ 2,040	$ 106,274	$ 85,254	$ 1,291	$ 2,214	$ 11,477	$ 6,037
11/26/25	$ 77,870	$ 3,311	$ 1,589	$ 82,770	$ 66,399	$ 1,006	$ 1,725	$ 8,938	$ 4,702
12/05/25	$ 1,367,398	$ 58,137	$ 27,906	$ 1,453,441	$ 1,165,971	$ 17,658	$ 30,285	$ 156,959	$ 82,568
12/11/25	$ 195,509	$ 8,283	$ 3,990	$ 207,782	$ 166,685	$ 2,524	$ 4,329	$ 22,439	$ 11,804
12/18/25	$ 26,741	$ 1,053	$ 546	$ 28,339	$ 22,734	$ 344	$ 590	$ 3,060	$ 1,610
01/09/25	$ 77,019	$ 2,382	$ 1,572	80,973	$ 64,958	$ 984	$ 1,687	$ 8,744	$ 4,600
02/11/26	$ 33,725	$ 702	$ 688	$ 35,116	$ 28,170	$ 427	$ 732	$ 3,792	$ 1,995
03/12/26	$ 18,341	$ 213	$ 374	$ 18,929	$ 15,185	$ 230	$ 394	$ 2,044	$ 1,075
TOTAL	$ 2,079,745	$ 86,527	$ 42,444	$ 2,208,716	$ 1,771,863	$ 26,834	$ 46,022	$ 238,522	$ 125,474
% COLLECTED				96.01%	96.01%	96.01%	96.01%	96.01%	96.01%
TOTAL OUTSTANDING				$ 91,791	$ 73,636	$ 1,115	$ 1,913	$ 9,913	$ 5,215

Cash and Investment Report
March 31, 2026

GENERAL FUND

Account Name	Bank Name	Account Number	Maturity	APY	Balance
Public Funds Now	Truist Bank	5579	n/a	0.01%	$ 97,728
Government Interest Checking	Valley National Bank	0201	n/a	3.56%	$ 1,954,351
				Subtotal	$ 2,052,079
Public Funds Money Market Account	BankUnited	8441	n/a	3.40%	$ 144,180
				GF Subtotal	$ 2,196,259

DEBT SERVICE FUNDS

Account Name	Bank Name	Account Number	Maturity	Yield	Balance
Series 2021 Prepayment Fund A	US Bank	8003	n/a	3.50%	186
Series 2021 Prepayment Fund B	US Bank	6003	n/a	3.50%	91
Series 2021 Reserve Fund A	US Bank	8005	n/a	3.50%	23,167
Series 2021 Reserve Fund B	US Bank	6005	n/a	3.50%	12,194
Series 2021 Revenue Fund A	US Bank	8000	n/a	3.50%	253,052
Series 2021 Revenue Fund B	US Bank	6000	n/a	3.50%	127,757
				Subtotal	$ 416,447
				Grand Total	**$ 2,612,706**

Bank Account Statement

Lexington Oaks CDD

Bank Account No.	0201		
Statement No.	03-26	**Statement Date**	03/31/2026

G/L Account No. 101002 Balance	1,954,350.96	**Statement Balance**	1,957,797.52
		Outstanding Deposits	0.00
Positive Adjustments	0.00	**Subtotal**	1,957,797.52
Subtotal	1,954,350.96	**Outstanding Checks**	-3,446.56
Negative Adjustments	0.00	**Ending Balance**	1,954,350.96
Ending G/L Balance	1,954,350.96		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Outstanding Checks							
03/12/2026	Payment	100284	DANIEL STROUS	Inv: 1154			-2,050.00
03/20/2026	Payment	9906	DOMINGA PONCE	Check for Vendor V01073			-300.00
03/20/2026	Payment	9907	JOSE JIMENEZ	Check for Vendor V00779			-300.00
03/17/2026	Payment	300251	CHARTER COMMUNICATIONS	Inv: 1294156030126-ACH			-150.09
03/24/2026	Payment	9908	DECORATING ELVES, INC	Check for Vendor V00534			-646.47
Total Outstanding Checks							-3,446.56

P.O. Box 558
Wayne, NJ 07474-0558

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Visit Us Online: www.valley.com
Mail To: 1720 Route 23, Wayne, NJ 07470

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT
C/O INFRAMARK, LLC
5645 CORAL RIDGE DR # 407
CORAL SPRINGS FL 33076

Account Statement

GOVERNMENT CHECKING - XXXXXX0201

SUMMARY FOR THE PERIOD: 03/01/26 - 03/31/26

LEXINGTON OAKS COMMUNITY DEVELOPMENT

Beginning Balance		Deposits & Other Credits		Withdrawals & Other Debits		Ending Balance
$2,069,386.33	+	$24,360.79	-	$135,949.60	=	$1,957,797.52

TRANSACTIONS

Date	Description	Withdrawals & Other Debits	Deposits & Other Credits	Balance
	Beginning Balance			$2,069,386.33
03/02	ACH DEBIT SPECTRUM SPECTRUM 260302	-$115.35		$2,069,270.98
03/03	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100280*2603 02*INFRAMARK LLC\2 02751218\161326454 \202751218	-$29.60		$2,069,241.38
03/03	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100279*2603 02*VERIZON WIRELES S\202751233\161375 217\202751233	-$80.13		$2,069,161.25
03/03	ACH DEBIT FLA DEPT REVENUE C01 260303 259405870	-$11.63		$2,069,149.62
03/03	CHECK 100276	-$4,990.00		$2,064,159.62
03/05	ACH DEBIT ADP Tax ADP Tax 260305 RWF7W 030605A01	-$1,489.27		$2,062,670.35
03/05	ACH DEBIT ADP WAGE PAY WAGE PAY 260305 415081412064F7W	-$5,566.31		$2,057,104.04
03/05	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100281*2603 04*FITNESS LOGIC\2 02980260\161619418 \202980260	-$343.99		$2,056,760.05
03/05	ACH DEBIT	-$1,240.00		$2,055,520.05

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TRANSACTIONS (continued)

Date	Description	Withdrawals & Other Debits	Deposits & Other Credits	Balance
	AVIDPAY SERVICE AVIDPAY REF*CK*100283*2603 04*COOPER POOLS IN C\202980281\161670 683\202980281			
03/05	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100282*2603 04*BALLENGER LANDC ARE INC\202980304\ 161619429\20298030	-$2,106.00		$2,053,414.05
03/06	ACH DEBIT ADP PAYROLL FEES ADP FEES 260306 936839765103	-$35.00		$2,053,379.05
03/10	ACH DEBIT ADP Tax ADP Tax 260310 RWF7W 031006A01	-$194.00		$2,053,185.05
03/10	ACH DEBIT ADP WAGE PAY WAGE PAY 260310 045078223325F7W	-$883.50		$2,052,301.55
03/10	CHECK 9901	-$5,915.86		$2,046,385.69
03/10	CHECK 9902	-$7,641.89		$2,038,743.80
03/11	ACH DEBIT SPECTRUM SPECTRUM 260311	-$145.35		$2,038,598.45
03/12	ACH CREDIT PASCOTAX TAX ACC INVOICE GS20260311 -002		$249.18	$2,038,847.63
03/12	ACH CREDIT PASCOTAX TAX ACC INVOICE GS20260311 -001		$18,092.13	$2,056,939.76
03/13	ACH DEBIT WREC ELECTRIC 260313 0001265889	-$44.17		$2,056,895.59
03/13	ACH DEBIT WREC ELECTRIC 260313 0001265883	-$47.88		$2,056,847.71
03/13	ACH DEBIT WREC ELECTRIC 260313 0001265871	-$50.08		$2,056,797.63
03/13	ACH DEBIT WREC ELECTRIC 260313 0001265888	-$58.31		$2,056,739.32
03/13	ACH DEBIT ADP PAYROLL FEES ADP FEES 260313 732065760290	-$185.96		$2,056,553.36
03/13	ACH DEBIT WREC ELECTRIC 260313 0001265890	-$219.26		$2,056,334.10
03/13	ACH DEBIT WREC ELECTRIC 260313 0001265863	-$11,557.68		$2,044,776.42
03/16	ACH DEBIT PASCOBCCUTENT UTILITYPMT 260316	-$36.75		$2,044,739.67
03/16	ACH DEBIT PASCOBCCUTENT UTILITYPMT 260316	-$46.19		$2,044,693.48
03/16	ACH DEBIT PASCOBCCUTENT UTILITYPMT 260316	-$299.95		$2,044,393.53
03/16	ACH DEBIT PASCOBCCUTENT UTILITYPMT 260316	-$1,909.70		$2,042,483.83
03/17	ACH DEBIT SPECTRUM SPECTRUM 260317	-$66.39		$2,042,417.44
03/17	CHECK 9903	-$20,387.25		$2,022,030.19
03/18	ACH DEBIT	-$14.06		$2,022,016.13

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TRANSACTIONS (continued)

Date	Description	Withdrawals & Other Debits	Deposits & Other Credits	Balance
	AVIDPAY SERVICE AVIDPAY REF*CK*100291*2603 17*INFRAMARK LLC\2 04361252\163379827 \204361252			
03/18	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100288*2603 17*ADVANCED ENERGY SOLUTIONS\2043612 74\163379833\20436	-$946.47		$2,021,069.66
03/18	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100285*2603 17*BALLENGER LANDC ARE INC\204361230\ 163379817\20436123	-$1,445.91		$2,019,623.75
03/18	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100286*2603 17*COOPER POOLS IN C\204361249\163438 136\204361249	-$3,750.00		$2,015,873.75
03/18	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100287*2603 17*FEDEX\204361284 \163438147\2043612 84	-$55.04		$2,015,818.71
03/19	ACH DEBIT ADP Tax ADP Tax 260319 RWF7W 032006A01	-$1,495.87		$2,014,322.84
03/19	ACH DEBIT ADP WAGE PAY WAGE PAY 260319 792080967513F7W	-$5,574.83		$2,008,748.01
03/20	ACH DEBIT ADP PAYROLL FEES ADP FEES 260320 777102821269	-$35.00		$2,008,713.01
03/20	ACH DEBIT TRUIST MC/VISA CCD CRDPMT 260319 80000104024	-$6,956.81		$2,001,756.20
03/23	ACH DEBIT SPECTRUM SPECTRUM 260323	-$54.28		$2,001,701.92
03/24	ACH DEBIT FLA DEPT REVENUE C01 260324 263980106	-$58.05		$2,001,643.87
03/24	ACH DEBIT WASTE CONNECTION WEB_PAY 260324	-$468.16		$2,001,175.71
03/24	CHECK 100290	-$1,125.00		$2,000,050.71
03/25	ACH DEBIT SPECTRUM SPECTRUM 260325	-$447.74		$1,999,602.97
03/25	ACH DEBIT AVIDPAY SERVICE AVIDPAY REF*CK*100294*2603 24*BALLENGER LANDC ARE INC\204957224\ 164182471\20495722	-$1,577.72		$1,998,025.25
03/25	CHECK 100289	-$150.00		$1,997,875.25
03/26	ACH DEBIT TECO/PEOPLE GAS UTILITYBIL 260326	-$3,424.23		$1,994,451.02
03/26	CHECK 9892	-$3,000.00		$1,991,451.02
03/27	ACH DEBIT ADP PAYROLL FEES ADP FEES 260327 524101584570	-$195.25		$1,991,255.77
03/30	ACH DEBIT SPECTRUM SPECTRUM 260330	-$115.35		$1,991,140.42

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TRANSACTIONS (continued)

Date	Description	Withdrawals & Other Debits	Deposits & Other Credits	Balance
03/30	ACH DEBIT SPARK ENERGY LLC BILLPAYMNT 260330	-$12,261.25		$1,978,879.17
03/30	CHECK 9905	-$720.00		$1,978,159.17
03/30	CHECK 100293	-$17,081.00		$1,961,078.17
03/31	CHECK 9909	-$80.13		$1,960,998.04
03/31	CHECK 100292	-$9,220.00		$1,951,778.04
03/31	INTEREST CREDIT		$6,019.48	$1,957,797.52
Ending Balance				**$1,957,797.52**

CHECKS IN ORDER

Date	Number	Amount	Date	Number	Amount
03/26	9892	$3,000.00	03/03	100276*	$4,990.00
03/10	9901*	$5,915.86	03/25	100289*	$150.00
03/10	9902	$7,641.89	03/24	100290	$1,125.00
03/17	9903	$20,387.25	03/31	100292*	$9,220.00
03/30	9905*	$720.00	03/30	100293	$17,081.00
03/31	9909*	$80.13			

(*) Check Number Missing or Check Converted to Electronic Transaction and Listed under the Transaction section.

INTEREST RATE CALCULATIONS

Avg. Stmt. Collected Balance	$2,024,986.00	Annual % Yield Earned	3.56%
Year-to-Date Interest Paid	$19,425.51	Interest Paid	$6,019.48

OVERDRAFT FEES

	Total This Period:	Total Year-To-Date:
Total Overdraft Fees:	$0.00	$0.00
Total Return Fees	$0.00	$0.00

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Withlacoochee River Electric Cooperative (WREC)

Account no.	Meter no.	Member ID No.	Notes	Description/Address	Oct-25 9/23-10/23	Nov-25 10/23-11/21	Dec-25 11/21-12/20	Jan-26 12/20-1/23	Feb-26 1/23-2/24	Mar-26 2/24-3/23	Total
1265872	n/a	0158 737 011	Public Lighting	Public Lighting PL	$ 8,627.69	$ 8,579.66	$ 8,579.66	$ 8,579.66	$ 8,579.66		**$ 42,946.33**
1265875	48250181	0158 737 014	Clubhouse	26304 Lexington Oaks Blvd Cl	1,329.21	1,147.25	1,284.81	1,352.68	1,481.65		**6,595.60**
1265877	21396593	0158 737 016	Saratoga	War Admiral Dr N Entr	42.64	42.48	42.70	42.80	42.80		**213.42**
1265878	9346202	0158 737 017	Northampton	Spectacular Bid Dr N Entr	45.55	44.91	49.24	44.49	42.28		**226.47**
1265879	21396806	0158 737 018	Remington	Lexington Oaks Blvd Ent 33	48.45	48.08	49.98	49.56	49.14		**245.21**
1265880	23419059	0158 737 019	Pimlico	Gato Del Sol Ent-Gt	50.39	49.46	50.72	50.82	49.98		**251.37**
1265884	33116812	0158 737 023	Pocono	Lexington Oaks Blvd Entry	43.18	41.64	42.17	42.17	41.85		**211.01**
1265885	33120622	0158 737 024	Maywood	Lexington Oaks Blvd Entry	43.29	43.13	44.71	45.87	43.54		**220.54**
1265886	33120621	0158 737 025	Northampton	Lexington Oaks Blvd Entry	44.14	43.65	44.39	44.39	44.29		**220.86**
1265887	50187642	0158 737 026	Pool Heating	26304 Lexington Oaks Blvd	281.80	296.83	337.68	338.10	317.63		**1,572.04**
1265864	93039900	0158 737 002	DelMar	Affirmed Dr Ent 2	48.98	48.08	62.53	62.75	48.92		**271.26**
1265865	93039921	0158 737 003	Fairmount	Sea Hero Cir Ent 3	42.75	42.70	43.23	43.00	42.80		**214.48**
1265866	93039856	0158 737 004	Arlington	Seattle Slew Dr Ent 4	42.21	42.17	42.48	42.59	42.38		**211.83**
1265867	93039901	0158 737 005	Belmount	5439 Bold Venture Pl Ent 6	42.75	42.70	44.06	43.00	42.80		**215.31**
1265869	93039345	0158 737 008	Roundabout	Lexington Oaks Blvd Lights	44.79	44.91	45.65	45.65	45.23		**226.23**
1265863	93040870	0158 737 001	Front Entrance	Lexington Oaks Blvd Sgn&Lt	599.60	593.81	638.55	613.96	599.40		**3,045.32**
1265870	48250142	0158 737 009	Well	Lexington Oaks Blvd Well	43.07	42.90	43.33	43.44	43.33		**216.07**
Subtotal					$ 11,420.49	$ 11,194.36	$ 11,445.89	$ 11,484.93	$ 11,557.68	$ -	**$ 57,103.35**
1265888	40535597	0158 737 027	Fountain	26304 Lexington Oaks Blvd Fount	$ 329.58	$ 301.89	$ 334.93	$ 148.87	$ 58.31		**$ 1,173.58**
1265889	92695823	0158 737 028	Tennis Crts	War Admiral Dr Tn Cts	44.03	43.75	44.29	44.29	44.17		**$ 220.53**
1265890	40534631	0158 737 029	Fitness Center	26304 Lexington Oaks Blvd	322.58	213.87	208.60	201.64	219.26		**$ 1,165.95**
Total 001-543006-53903					**$ 12,116.68**	**$ 11,753.87**	**$ 12,033.71**	**$ 11,879.73**	**$ 11,879.42**	**$ -**	**$ 59,663.41**

Withlacoochee River Electricity- Hawthorne Gate

Account no.	Meter no.	Member ID No.	Description	Description/Address	9/23-10/23	10/23-11/21	11/21-12/20	12/20-1/23	1/23-2/24	2/24-3/23	Total
1265883	33120623	0158 737 022	Hawthorne Entr	Spectacular Bid Dr Entry	$ 49.09	$ 48.40	$ 50.19	$ 49.66	$ 47.88		**$ 245.22**
002-543031-53904											

Withlacoochee River Electricity- Preakness Gate

Account no.	Meter no.	Member ID No.	Description	Description/Address	9/23-10/23	10/23-11/21	11/21-12/20	12/20-1/23	1/23-2/24	2/24-3/23	Total
1265871	93039864	0158 737 010	Preakness Entr	Silver Charm Ter Ent #7	$ 50.39	$ 49.56	$ 51.14	$ 50.40	$ 50.08		**$ 251.57**
003-543031-53904											

Verizon Wireless

Account no.	Phone no.	Description	Description/Address	10/8-11/7	11/8-12/7	12/8-1/7	1/8-2/7	2/8-3/7	3/8-4/7	Total
820984375-00001	813-597-1288 / 813-486-3333	John Adams	John Adams	$ 80.14	$ 80.14	$ 85.13	$ 80.13	$ 80.13		**$ 405.67**
001-541005-53903										

Spectrum Business

Account no.	Meter no.	Member ID No.	Description	Description/Address	10/10-11/9	11/10-12/9	12/10-1/9	1/10-2/9	2/10-3/9	3/10-4/9	Total
8337 13 001 1295609				26304 Lexington Oaks Blvd	$ 110.00	$ 110.00	$ 110.00	$ 110.00	115.35	115.35	**$ 670.70**
001-541005-53903				Office/Fitness							

Account no.	Meter no.	Member ID No.	Description	Description/Address	9/30-10/29	10/30-11/29	11/30-12/29	12/30-1/29	1/30-2/29	3/01-3/29	Total
8337 13 001 1294156				5844 War Admiral Dr, Apt Camera	$ 140.00	$ 140.00	$ 140.00	$ 140.00	150.09	150.09	**$ 860.18**
001-541005-53903											

Account no.	Meter no.	Member ID No.	Description	Description/Address	10/06-11/05	11/6-12/5	12/6-1/5	1/6-2/5	2/6-3/5	3/6-4/5	Total
8337 13 001 1294172				Comm Fitness - TV/Internet/Voice	$ 419.97	419.97	419.97	419.97	447.74	447.74	**$ 2,575.36**
001-541005-53903											

Account no.	Meter no.	Member ID No.	Description	Description/Address	10/23-11/22	11/23-12/22	12/23-1/22	1/23-2/22	2/23-3/22	3/23-4/22	Total
8337 13 001 1307180				26723 Lexington Oaks Blvd	$ 140.00	-	-	140.00	145.35		**$ 425.35**
001-541005-53903											
Subtotal					**$ 890.11**	**$ 750.11**	**$ 755.10**	**$ 890.10**	**$ 938.66**	**$ 713.18**	**$ 4,937.26**

Spectrum Business

Account no.	Meter no.	Member ID No.	Description	Description/Address	9/28-10/27	10/28-11/27	11/28-12/27	12/28-1/27	1/28-2/27	2/28-3/27	Total
8337 13 01 1294149				5442 Spectacular Bid Dr, GTHS	$ 50.00	$ 50.00	50.00	50.00	50.00	66.39	**$ 316.39**
002-541003-53904											

Account no.	Meter no.	Member ID No.	Description	Description/Address	10/03-11/2	11/8-12/7	12/8-1/7	1/8-2/7	2/8-3/7	3/8-4/7	Total
8337 13 001 1684133				5443 Silver Charm Ter GTHS	$ (91.81)	(51.81)	(11.81)	28.19	40.00	54.28	**$ (32.96)**
003-541003-53904											

Pasco County Utilities Service

Account no.			Description	Description/Address	9/14-10/14	10/15-11/15	11/15-12/16	12/16-1/15	1/15-2/14	2/14-3/16	Total
0408090	13403643		0408090	0 War Admiral Dr	$ 83.31	$ 39.25	$ 39.25	$ 67.01	$ 46.19	$ 60.07	**$ 335.08**
0408095	12560928		0408095	5801 War Admiral	2,088.71	293.01	293.01	317.30	299.95	362.41	**3,654.39**
0402235	09062139		0402235	26304 Lexington Oaks Blvd	709.36	1,255.70	1,595.06	1,566.78	1,909.70	2,621.78	**9,658.38**

Pasco County Utilities Service

Account no.			Description	Description/Address	9/16-10/16	10/17-11/15	11/15-12/16	12/16-1/15	1/15-2/14	2/14-3/16	Total
0010320	08404808		0010320	26304 Lexington Oaks Blvd	$ 41.16	39.69	15.68	62.23	36.75	53.90	**249.41**
Total 001-543021-53903					**$ 2,922.54**	**$ 1,627.65**	**$ 1,943.00**	**$ 2,013.32**	**$ 2,292.59**	**$ 3,098.16**	**$ 13,897.26**

TECO People Gas

Account no.			Description	Description/Address	9/27-10/30	10/31-11/27	11/28-12/30	12/31-1/29	1/30-2/28	2/29-3/26	Total
211008968748	ANX03059	211008968748		26304 Lexington Oaks Blvd	$ 504.28	$ 2,617.44	$ 3,543.02	$ 3,690.91	$ 3,424.23	$ 2,148.15	**$ 15,928.03**
001-543019-53903				Customer Svc 813-228-1010							

Spark Energy

Account no.			Description	Description/Address	9/28-10/27	10/28-11/29	11/30-12/29	12/30-1/30	1/31-2/27	2/28-3/30	Total
5100996699				26304 Lexington Oaks Blvd	$ 808.21	$ 5,561.17	$ 8,139.95	$ 11,342.29	$ 12,261.25		**$ 38,112.87**
001-543019-53903				Customer Svc 888-425-9140							
Total					**$ 1,312.49**	**$ 8,178.61**	**$ 11,682.97**	**$ 15,033.20**	**$ 15,685.48**	**$ 2,148.15**	**$ 54,040.90**

Check Register Summary

DATE	CHECK NUMBERS	AMOUNT
3/01/26 - 3/31/26	9901 - 9909 100279 - 100294 300244 - 300258	$107,826
TOTAL		$107,826

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001							
CHECK # 100279							
001	03/02/26	VERIZON WIRELESS	6135454005	Verizon Wireless JAN2026	Communication - Teleph - Field	541005-53903	$80.13
						Check Total	*$80.13*
CHECK # 100280							
001	03/02/26	INFRAMARK LLC	171469	POSTAGE	Postage and Freight	541006-51301	$29.60
						Check Total	*$29.60*
CHECK # 100281							
001	03/04/26	FITNESS LOGIC	128563	Back Pad On Body Solid Bench	R&M-Fitness Center	546137-57201	$343.99
						Check Total	*$343.99*
CHECK # 100282							
001	03/04/26	BALLENGER LANDCARE, INC	710	Irrigation Maintenance Agreement MAR26	Contracts-Irrigation	534073-53901	$2,106.00
						Check Total	*$2,106.00*
CHECK # 100283							
001	03/04/26	COOPER POOLS INC	513	Regrout Tile and Under Coping	R&M-Pools	546074-57201	$990.00
001	03/04/26	COOPER POOLS INC	1252	Biohazard Cleanup	R&M-Pools	546074-57201	$250.00
						Check Total	*$1,240.00*
CHECK # 100284							
001	03/12/26	DANIEL STROUS	1154	Lake and Pond Services MAR26	Contracts-Lake and Wetland	534021-53801	$2,050.00
						Check Total	*$2,050.00*
CHECK # 100285							
001	03/17/26	BALLENGER LANDCARE, INC	721	Troubleshooting 2 Controllers Down	R&M-Irrigation	546041-53901	$1,445.91
						Check Total	*$1,445.91*
CHECK # 100286							
001	03/17/26	COOPER POOLS INC	2026-1222	Pool service MAR 2026	Contracts-Pools	534078-57201	$3,750.00
						Check Total	*$3,750.00*
CHECK # 100287							
001	03/17/26	FEDEX	9-189-42793	FEDEX CHARGES	Postage and Freight	541006-51301	$55.04
						Check Total	*$55.04*
CHECK # 100288							
001	03/17/26	ADVANCED ENERGY SOLUTIONS	13697	Flag Out and ID Sign Photo Cell	R&M-Clubhouse	546015-57201	$570.13
						Check Total	*$570.13*
CHECK # 100289							
001	03/17/26	PASCO COUNTY PROPERTY APP	26028	Annual Renewal Fee	ProfServ-Property Appraiser	531035-51301	$150.00
						Check Total	*$150.00*

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 03/01/2026 to 03/31/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 100290							
001	03/17/26	BRLETIC DVORAK, INC	2344	Engineering Services thru 022526	ProfServ-Engineering	531013-51501	$1,125.00
						Check Total	*$1,125.00*
CHECK # 100291							
001	03/17/26	INFRAMARK LLC	173928	POSTAGE	Postage and Freight	541006-51301	$14.06
						Check Total	*$14.06*
CHECK # 100292							
001	03/23/26	SUPERIOR SEALERS LLC	INV-119	First Team RuffNeck Fixed Height Basketball	Reserve - Parks	568120-58100	$6,670.00
001	03/23/26	SUPERIOR SEALERS LLC	INV-124	Sod Expenses from Basketball Court	Reserve - Parks	568120-58100	$2,550.00
						Check Total	*$9,220.00*
CHECK # 100293							
001	03/23/26	YELLOWSTONE LANDSCAPE	1128309	3/26 MONTHLY LANDSCAPE MAINT	Contracts-Landscape	534050-53901	$17,081.00
						Check Total	*$17,081.00*
CHECK # 100294							
001	03/24/26	BALLENGER LANDCARE, INC	743	2 Broken Valves on North Hampton	R&M-Irrigation	546041-53901	$1,577.72
						Check Total	*$1,577.72*
CHECK # 300244							
001	03/13/26	PASCO COUNTY UTILITIES SERVICE	24039471-ACH	BILL PRD 1/13-2/11/26	Utility - Water & Sewer	543021-53903	$36.75
						Check Total	*$36.75*
CHECK # 300246							
001	03/13/26	WITHLACOOCHEE RIVER	022526-8737	BILL PRD 1/23-2/23/26	Electricity - General	543006-53903	$11,557.68
						Check Total	*$11,557.68*
CHECK # 300247							
001	03/13/26	WITHLACOOCHEE RIVER	022526-5888	ACCT# 1265888 1/23/26-2/23/26	Electricity - General	543006-53903	$58.31
						Check Total	*$58.31*
CHECK # 300248							
001	03/13/26	WITHLACOOCHEE RIVER	022526-5889-ACH	ACCT# 1265889 1/23/26-2/23/26	Electricity - General	543006-53903	$44.17
						Check Total	*$44.17*
CHECK # 300249							
001	03/13/26	WITHLACOOCHEE RIVER	022526-5890-ACH	ACCT# 1265890 1/23/26-2/23/26	Electricity - General	543006-53903	$219.26
						Check Total	*$219.26*
CHECK # 300251							
001	03/17/26	CHARTER COMMUNICATIONS	1294156030126-ACH	Bill PRD 03/01/26-03/29/26	Communication - Teleph - Field	541005-53903	$150.09
						Check Total	*$150.09*
CHECK # 300252							
001	03/23/26	CHARTER COMMUNICATIONS	1294172030626	Spectrum Business MAR2026	Communication - Teleph - Field	541005-53903	$447.74
						Check Total	*$447.74*

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 03/01/2026 to 03/31/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 300253							
001	03/13/26	PASCO COUNTY UTILITIES SERVICE	24043343-ACH	BILL PRD 1/13-2/11/26	Utility - Water & Sewer	543021-53903	$299.95
						Check Total	*$299.95*
CHECK # 300254							
001	03/13/26	PASCO COUNTY UTILITIES SERVICE	24042183-ACH	BILL PRD 1/13-2/11/26	Utility - Water & Sewer	543021-53903	$1,909.70
						Check Total	*$1,909.70*
CHECK # 300255							
001	03/13/26	PASCO COUNTY UTILITIES SERVICE	24043342-ACH	BILL PRD 1/13-2/11/26	Utility - Water & Sewer	543021-53903	$46.19
						Check Total	*$46.19*
CHECK # 300256							
001	03/25/26	TECO PEOPLE'S GAS- ACH	030426-8748-ACH	SERVICE 1/31/26 - 2/27/26	Utility - Gas	543019-53903	$3,424.23
						Check Total	*$3,424.23*
CHECK # 300257							
001	03/27/26	SPARK ENERGY GAS LLC	46100807-ACH	Summary as of 03/06/26	Utility - Gas	543019-53903	$12,261.25
						Check Total	*$12,261.25*
CHECK # 9903							
001	03/12/26	SUPERIOR SEALERS LLC	INV-121	85% of Remaining Balance Basketball Court Resurface	Reserve - Parks	568120-58100	$20,387.25
						Check Total	*$20,387.25*
CHECK # 9905							
001	03/17/26	PASCO SHERIFF'S OFFICE	I-20262-12570	Security 2/13,21,27/26	Contracts-Sheriff	534100-57201	$720.00
						Check Total	*$720.00*
CHECK # 9906							
001	03/20/26	DOMINGA PONCE	DP-091525	SECURITY REFUND EVERNT 9/13/25	Deposits	220000	$300.00
						Check Total	*$300.00*
CHECK # 9907							
001	03/20/26	JOSE JIMENEZ	JJNOAKS-042924	SECURITY DEPOSIT REFUND	Deposits	220000	$300.00
						Check Total	*$300.00*
CHECK # 9908							
001	03/24/26	DECORATING ELVES, INC	I231827579	Entry Light Repairs	R&M-Entry Feature	546021-53901	$646.47
						Check Total	*$646.47*
CHECK # 9909							
001	03/24/26	VERIZON WIRELESS	6137968360	Verizon Wireless MAR2026	Communication - Telephone	541003-53903	$80.13
						Check Total	*$80.13*
						Fund Total	**$93,727.75**

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 03/01/2026 to 03/31/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - HAWTHORNE GATE - 002							
CHECK # 100288							
002	03/17/26	ADVANCED ENERGY SOLUTIONS	13698	Hawthorne Check Gate Operation	R&M-Gate	546034-53904	$376.34
						Check Total	*$376.34*
CHECK # 300245							
002	03/13/26	WITHLACOOCHEE RIVER	022526-5883	ACCT# 1265883 1/23/26-2/23/26	Electricity - Gate	543031-53904	$47.88
						Check Total	*$47.88*
CHECK # 300258							
002	03/16/26	CHARTER COMMUNICATIONS	1294149022826-ACH	SVC PRD 2/28-3/27/26 5442 Spectacular	Communication - Telephone	541003-53904	$66.39
						Check Total	*$66.39*
						Fund Total	**$490.61**
GENERAL FUND - PREAKNESS GATE - 003							
CHECK # 300250							
003	03/13/26	WITHLACOOCHEE RIVER	022526-5871	ACCT# 1265871 1/23/26-2/23/26	Electricity - Gate	543031-53904	$50.08
						Check Total	*$50.08*
						Fund Total	**$50.08**
SERIES 2021 DEBT SERVICE FUND - 208							
CHECK # 9901							
208	03/04/26	LEXINGTON OAKS CDD	03022026-208B	TRFR ASSESS COLLECTIONS FY2025/26	Due From Other Funds	131000	$5,915.86
						Check Total	*$5,915.86*
CHECK # 9902							
208	03/04/26	LEXINGTON OAKS CDD	03022026-208A	TRFR ASSESS COLLECTION FY2025/26	Due From Other Funds	131000	$7,641.89
						Check Total	*$7,641.89*
						Fund Total	**$13,557.75**
						Total Checks Paid	**$107,826.19**

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 03/01/2026 to 03/31/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001							
CHECK # 100279							
001	03/02/26	VERIZON WIRELESS	6135454005	Verizon Wireless JAN2026	Communication - Teleph - Field	541005-53903	$80.13
						Check Total	*$80.13*
CHECK # 100280							
001	03/02/26	INFRAMARK LLC	171469	POSTAGE	Postage and Freight	541006-51301	$29.60
						Check Total	*$29.60*
CHECK # 100281							
001	03/04/26	FITNESS LOGIC	128563	Back Pad On Body Solid Bench	R&M-Fitness Center	546137-57201	$343.99
						Check Total	*$343.99*
CHECK # 100282							
001	03/04/26	BALLENGER LANDCARE, INC	710	Irrigation Maintenance Agreement MAR26	Contracts-Irrigation	534073-53901	$2,106.00
						Check Total	*$2,106.00*
CHECK # 100283							
001	03/04/26	COOPER POOLS INC	513	Regrout Tile and Under Coping	R&M-Pools	546074-57201	$990.00
001	03/04/26	COOPER POOLS INC	1252	Biohazard Cleanup	R&M-Pools	546074-57201	$250.00
						Check Total	*$1,240.00*
CHECK # 100284							
001	03/12/26	DANIEL STROUS	1154	Lake and Pond Services MAR26	Contracts-Lake and Wetland	534021-53801	$2,050.00
						Check Total	*$2,050.00*
CHECK # 100285							
001	03/17/26	BALLENGER LANDCARE, INC	721	Troubleshooting 2 Controllers Down	R&M-Irrigation	546041-53901	$1,445.91
						Check Total	*$1,445.91*
CHECK # 100286							
001	03/17/26	COOPER POOLS INC	2026-1222	Pool service MAR 2026	Contracts-Pools	534078-57201	$3,750.00
						Check Total	*$3,750.00*
CHECK # 100287							
001	03/17/26	FEDEX	9-189-42793	FEDEX CHARGES	Postage and Freight	541006-51301	$55.04
						Check Total	*$55.04*
CHECK # 100288							
001	03/17/26	ADVANCED ENERGY SOLUTIONS	13697	Flag Out and ID Sign Photo Cell	R&M-Clubhouse	546015-57201	$570.13
						Check Total	*$570.13*
CHECK # 100289							
001	03/17/26	PASCO COUNTY PROPERTY APP	26028	Annual Renewal Fee	ProfServ-Property Appraiser	531035-51301	$150.00
						Check Total	*$150.00*

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 03/01/2026 to 03/31/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 100290							
001	03/17/26	BRLETIC DVORAK, INC	2344	Engineering Services thru 022526	ProfServ-Engineering	531013-51501	$1,125.00
						Check Total	*$1,125.00*
CHECK # 100291							
001	03/17/26	INFRAMARK LLC	173928	POSTAGE	Postage and Freight	541006-51301	$14.06
						Check Total	*$14.06*
CHECK # 100292							
001	03/23/26	SUPERIOR SEALERS LLC	INV-119	First Team RuffNeck Fixed Height Basketball	Reserve - Parks	568120-58100	$6,670.00
001	03/23/26	SUPERIOR SEALERS LLC	INV-124	Sod Expenses from Basketball Court	Reserve - Parks	568120-58100	$2,550.00
						Check Total	*$9,220.00*
CHECK # 100293							
001	03/23/26	YELLOWSTONE LANDSCAPE	1128309	3/26 MONTHLY LANDSCAPE MAINT	Contracts-Landscape	534050-53901	$17,081.00
						Check Total	*$17,081.00*
CHECK # 100294							
001	03/24/26	BALLENGER LANDCARE, INC	743	2 Broken Valves on North Hampton	R&M-Irrigation	546041-53901	$1,577.72
						Check Total	*$1,577.72*
CHECK # 300244							
001	03/13/26	PASCO COUNTY UTILITIES SERVICE	24039471-ACH	BILL PRD 1/13-2/11/26	Utility - Water & Sewer	543021-53903	$36.75
						Check Total	*$36.75*
CHECK # 300246							
001	03/13/26	WITHLACOOCHEE RIVER	022526-8737	BILL PRD 1/23-2/23/26	Electricity - General	543006-53903	$11,557.68
						Check Total	*$11,557.68*
CHECK # 300247							
001	03/13/26	WITHLACOOCHEE RIVER	022526-5888	ACCT# 1265888 1/23/26-2/23/26	Electricity - General	543006-53903	$58.31
						Check Total	*$58.31*
CHECK # 300248							
001	03/13/26	WITHLACOOCHEE RIVER	022526-5889-ACH	ACCT# 1265889 1/23/26-2/23/26	Electricity - General	543006-53903	$44.17
						Check Total	*$44.17*
CHECK # 300249							
001	03/13/26	WITHLACOOCHEE RIVER	022526-5890-ACH	ACCT# 1265890 1/23/26-2/23/26	Electricity - General	543006-53903	$219.26
						Check Total	*$219.26*
CHECK # 300251							
001	03/17/26	CHARTER COMMUNICATIONS	1294156030126-ACH	Bill PRD 03/01/26-03/29/26	Communication - Teleph - Field	541005-53903	$150.09
						Check Total	*$150.09*
CHECK # 300252							
001	03/23/26	CHARTER COMMUNICATIONS	1294172030626	Spectrum Business MAR2026	Communication - Teleph - Field	541005-53903	$447.74
						Check Total	*$447.74*

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 03/01/2026 to 03/31/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 300253							
001	03/13/26	PASCO COUNTY UTILITIES SERVICE	24043343-ACH	BILL PRD 1/13-2/11/26	Utility - Water & Sewer	543021-53903	$299.95
						Check Total	*$299.95*
CHECK # 300254							
001	03/13/26	PASCO COUNTY UTILITIES SERVICE	24042183-ACH	BILL PRD 1/13-2/11/26	Utility - Water & Sewer	543021-53903	$1,909.70
						Check Total	*$1,909.70*
CHECK # 300255							
001	03/13/26	PASCO COUNTY UTILITIES SERVICE	24043342-ACH	BILL PRD 1/13-2/11/26	Utility - Water & Sewer	543021-53903	$46.19
						Check Total	*$46.19*
CHECK # 300256							
001	03/25/26	TECO PEOPLE'S GAS- ACH	030426-8748-ACH	SERVICE 1/31/26 - 2/27/26	Utility - Gas	543019-53903	$3,424.23
						Check Total	*$3,424.23*
CHECK # 300257							
001	03/27/26	SPARK ENERGY GAS LLC	46100807-ACH	Summary as of 03/06/26	Utility - Gas	543019-53903	$12,261.25
						Check Total	*$12,261.25*
CHECK # 9903							
001	03/12/26	SUPERIOR SEALERS LLC	INV-121	85% of Remaining Balance Basketball Court Resurface	Reserve - Parks	568120-58100	$20,387.25
						Check Total	*$20,387.25*
CHECK # 9905							
001	03/17/26	PASCO SHERIFF'S OFFICE	I-20262-12570	Security 2/13,21,27/26	Contracts-Sheriff	534100-57201	$720.00
						Check Total	*$720.00*
CHECK # 9906							
001	03/20/26	DOMINGA PONCE	DP-091525	SECURITY REFUND EVERNT 9/13/25	Deposits	220000	$300.00
						Check Total	*$300.00*
CHECK # 9907							
001	03/20/26	JOSE JIMENEZ	JJNOAKS-042924	SECURITY DEPOSIT REFUND	Deposits	220000	$300.00
						Check Total	*$300.00*
CHECK # 9908							
001	03/24/26	DECORATING ELVES, INC	I231827579	Entry Light Repairs	R&M-Entry Feature	546021-53901	$646.47
						Check Total	*$646.47*
CHECK # 9909							
001	03/24/26	VERIZON WIRELESS	6137968360	Verizon Wireless MAR2026	Communication - Telephone	541003-53903	$80.13
						Check Total	*$80.13*
						Fund Total	**$93,727.75**

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 03/01/2026 to 03/31/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - HAWTHORNE GATE - 002							
CHECK # 100288							
002	03/17/26	ADVANCED ENERGY SOLUTIONS	13698	Hawthorne Check Gate Operation	R&M-Gate	546034-53904	$376.34
						Check Total	*$376.34*
CHECK # 300245							
002	03/13/26	WITHLACOOCHEE RIVER	022526-5883	ACCT# 1265883 1/23/26-2/23/26	Electricity - Gate	543031-53904	$47.88
						Check Total	*$47.88*
CHECK # 300258							
002	03/16/26	CHARTER COMMUNICATIONS	1294149022826-ACH	SVC PRD 2/28-3/27/26 5442 Spectacular	Communication - Telephone	541003-53904	$66.39
						Check Total	*$66.39*
						Fund Total	**$490.61**
GENERAL FUND - PREAKNESS GATE - 003							
CHECK # 300250							
003	03/13/26	WITHLACOOCHEE RIVER	022526-5871	ACCT# 1265871 1/23/26-2/23/26	Electricity - Gate	543031-53904	$50.08
						Check Total	*$50.08*
						Fund Total	**$50.08**
SERIES 2021 DEBT SERVICE FUND - 208							
CHECK # 9901							
208	03/04/26	LEXINGTON OAKS CDD	03022026-208B	TRFR ASSESS COLLECTIONS FY2025/26	Due From Other Funds	131000	$5,915.86
						Check Total	*$5,915.86*
CHECK # 9902							
208	03/04/26	LEXINGTON OAKS CDD	03022026-208A	TRFR ASSESS COLLECTION FY2025/26	Due From Other Funds	131000	$7,641.89
						Check Total	*$7,641.89*
						Fund Total	**$13,557.75**
						Total Checks Paid	**$107,826.19**

verizon business
PO BOX 489
NEWARK, NJ 07101-0489

Account:
Invoice: 6135454005
Billing period: Jan 8 - Feb 7, 2026
Due date: 03/09/26

LEXINGTON OAK CDD
INFRAMARK
11555 HERON BAY BLVD STE 201
CORAL SPRINGS, FL 33076

00069937
M102

Manage your account at **verizon.com/mybusiness**

We updated the design of your bill. Learn more about these updates at **verizon.com/business/billupdates**

We appreciate your business with this account since 08/09/2007.

Snapshot of your bill

(details on page 5)

Balance from last bill	$165.27
Payment - Thank You	-$165.27
Balance Forward	$0.00
This month's charges due by Mar 09, 2026	$80.13
Total due	**$80.13**

Save time & money when you enroll in paper-free billing and Auto Pay using a bank account or the Verizon Business Mastercard. See page 2 for details.

Review your bill online

Scan QR code with your camera app or go to **verizon.com/business/bill**

verizon business

LEXINGTON OAK CDD
INFRAMARK
11555 HERON BAY BLVD STE 201
CORAL SPRINGS, FL 33076

Bill Date	February 07, 2026
Account Number	
Invoice Number	6135454005

Total Amount Due by March 09, 2026

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$80.13

$☐☐.☐☐

PO BOX 16810
NEWARK, NJ 07101-6810

NOTICE: Bank account and routing numbers will be retained to enable future payments by phone or online. To opt out, call 1-866-544-0401.

verizon business

Account:
Invoice: 6135454005
Billing period: Jan 8 - Feb 7, 2026
Due date: 03/09/26

Payment Summary

Previous Balance	**$165.27**
Payment - Thank You	
Payment Received 01/22/26	-$165.27
Total Payments	**-$165.27**
Balance Forward	**$0.00**

Questions about your bill?
verizon.com/business/support
800-922-0204

You may be eligible for a discount by enrolling in Auto Pay and paper-free billing, depending on your plan.

See eligible plans at verizon.com/business/payoptions

You can enroll in Auto Pay by:
1. Logging in or Registering for My Business at verizon.com/mybusiness.
2. Calling our Automated Payment Option Enrollment system at 866-868-3882.
3. Signing the remit slip below and mailing with check.

You can enroll in paper-free billing by:
1. Logging into your My Business Account > Billing > Manage payments > Paper-free billing.

Eligible payment methods for potential discount include:
1. Bank Account
2. Verizon Business Mastercard

Written notations included with or on your payment will not be reviewed or honored. Please send correspondence to:
Verizon Wireless Attn: Correspondence Team PO Box 15069 Albany, NY 12212

Automatic Payment Enrollment for Account: 820984375-00001 LEXINGTON OAK CDD

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. You agree to receive all Auto Pay related communications electronically. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box. 2. Sign name in box below, as shown on the bill and date. 3. Return this slip with your payment. Do not send a voided check.

verizon business

Account:
Invoice: 6135454005
Billing period: Jan 8 - Feb 7, 2026
Due date: 03/09/26

Explanation of Charges: Account Charges and Line Charges

Usage and Purchase Charges

	Page Number	Monthly Charges	Usage and Purchase Charges	Equipment Charges	Surcharges & Other Charges and Credits	Taxes, Governmental Surcharges & Fees	Third-Party Charges (includes Tax)	Total Charges	Voice Plan Usage	Msg Usage	Data Usage	Voice Roaming	Msg Roaming	Data Roaming
Lines Charges														
813-597-1288 Todd Wilhemi	4	$40.00	--	$19.44	$7.68	$1.39	--	$68.51	689	161	2.672GB	--	--	--
813-951-0701 Business Bundle	6	$10.00	--	--	$1.62	--	--	$11.62	--	--	--	--	--	--
Total Charges		**$50.00**	**$0.00**	**$19.44**	**$9.30**	**$1.39**	**$0.00**	**$80.13**						

verizon business

Account:
Invoice: 6135454005
Billing period: Jan 8 - Feb 7, 2026
Due date: 03/09/26

Charges by line details

Todd Wilhemi
813-597-1288
iPhone 13 128 Midnight

$68.51

Monthly Charges — $40.00

Plan

Business Unlimited Essential	02/08 - 03/07	$35.00

Features & Add Ons

Plan Rate Adjustment	02/08 - 03/07	$5.00

Equipment Charges — $19.44

iPhone 13 128 Midnight $19.44
Device Payment Agreement 1902084622 - Payment 33 of 36
Paid $622.23
Past Due $0.00
Balance (after this month's current payment) $58.32

Usage and Purchase Charges — $0.00

Voice		Allowance	Used	Billable	Cost
Calling Plan (01/08 - 02/07)	minutes	unlimited	689	--	--
Total Voice					$0.00

Messaging		Allowance	Used	Billable	Cost
Text (01/08 - 02/07)	messages	unlimited	136	--	--
Picture & Video - Sent (01/08 - 02/07)	messages	unlimited	8	--	--
Picture & Video - Rcv'd (01/08 - 02/07)	messages	unlimited	17	--	--
Total Messaging					$0.00

Data		Allowance	Used	Billable	Cost
Gigabyte Usage(01/08 - 02/07)	gigabytes	unlimited	2.672	--	--
Total Data					$0.00

Surcharges and Other Charges — $7.68

Surcharges

Fed Universal Service Charge	$0.71
Regulatory Charge	$0.21
Administrative Charge	$3.78

Your Plan

Business Unlimited Essential
$35.00 monthly charge
Unlimited monthly minutes

UNL Text Messaging
Unlimited M2M Text
Unlimited Text Message

Email & Web Unlimited
Unlimited monthly gigabyte

UNL Picture/Video MSG
Unlimited monthly Picture & Video

Usage and Purchase Charges

Usage and Purchase Charges consist of charges resulting from usage outside of your plan or feature allowance. It may also include international charges.

verizon business

Charges by line details (continued)

Todd Wilhemi
813-597-1288
iPhone 13 128 Midnight

Account:
Invoice: 6135454005
Billing period: Jan 8 - Feb 7, 2026
Due date: 03/09/26

Other Charges and Credits	
Economic Adjustment Charge	$2.98
Taxes, Governmental Surcharges and Fees	**$1.39**
FL State 911 Fee	$0.40
FL Communications Service Tax	$0.56
Coral Springs Com Srvc Tax	$0.43
Total Current Charges for 813-597-1288	**$68.51**

verizon business

Account:
Invoice: 6135454005
Billing period: Jan 8 - Feb 7, 2026
Due date: 03/09/26

Charges by line details

Business Bundle
813-951-0701
Arris Nvg558Hx Router

$11.62

Monthly Charges $10.00

Plan

4G LTE Internet Backup 250MB	02/08 - 03/07	$10.00

5G products aren't eligible for the access fee discounts generally offered through your employer or organization.

Surcharges and Other Charges $1.62

Surcharges

Regulatory Charge	$0.02
Administrative Charge	$1.60

Total Current Charges for 813-951-0701 **$11.62**

Your Plan

4G LTE Internet Backup 250MB
$10.00 monthly charge
$.25 per minute

250MB $15/GB
250 monthly gigabyte allowance
$15.00 per GB after allowance

INFRAMARK

INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#	DATE
171469	2/17/2026
CUSTOMER ID	**NET TERMS**
C1378	Due On Receipt
PO#	**DUE DATE**
	2/17/2026

BILL TO
Lexington Oaks CDD
11555 Heron Bay Blvd Ste 201
Coral Springs FL 33076-3361
United States

Services provided for the Month of: January 2026

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	40	Ea	0.74		29.60
Subtotal					**29.60**

Subtotal	$29.60
Tax	$0.00
Total Due	$29.60

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Fitness Logic

380 Scarlet Blvd
Oldsmar, FL 34677

Phone #	Fax #	E-mail
727-784-4964	727-784-0223	fitlogic@aol.com

Invoice

Date	Invoice #
2/24/2026	128563

Bill To	Location/Contact/Phone
Lexington Oaks 26304 Lexington Oaks Blvd. Wesley Chapel, FL 33544	Lexington Oaks 26304 Lexington Oaks Blvd. Wesley Chapel, FL 33544

P.O. Number	Terms	Rep	Work Order #	Completed
	Net 10	WKM	19491	2/23/2026

Item Code	Description	Quantity	Price Each	Amount
Parts	Back pad (black 8 x 35 x 11)	1	195.99	195.99
Shipping	Shipping charges are estimated and subject to change. Standard Shipping: 7-10 business days	1	23.00	23.00
Labor	Reupholster and replace back pad on Body Solid Bench serial # 006386-01-04-102C-0455	1	125.00	125.00

546137-57201

R&M-Fitness Center

Thank you for your business.
Invoices over 30 Days will incur 1.5% Interest per month

Subtotal	$343.99
Sales Tax (0.0%)	$0.00
Total	$343.99

BALLENGER LANDCARE

822 A1A N, Suite 310
Ponte Vedra Beach, FL 32082

Invoice 710

Date	PO#
03/01/26	
Sales Rep	**Terms**
Brian Brown	Due on Receipt

Bill To
Lexington Oaks CDD C/O Inframark IMS 11555 Heron Bay Blvd Ste. 201 Tampa, FL 33076

Property Address
Lexington Oaks CDD 26304 Lexington Oaks Blvd. Wesley Chapel, FL 33544

Description	Qty / UOM	Rate	Ext. Price	Amount
#317 - Irrigation Maintenance Agreement March 2026				**$2,106.00**

Subtotal	$2,106.00
Sales Tax	$0.00
Total	**$2,106.00**
Credits/Payments	($0.00)
Balance Due	**$2,106.00**

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$2,106.00	$0.00	$0.00	$452.63	$0.00

Cooper Pools
844-766-5256

4740B Allen Rd PMB
Zephyrhills, FL 33541

www.cooperpoolsinc.com

EIN 27-1602937
License # CPC1459240

PLEASE PAY BY	AMOUNT	INVOICE DATE
03/27/2026	$990.00	02/25/2026

Lexington Oaks CDD
26304 Lexington Oaks Boulevard
Wesley Chapel FL 33544

INVOICE NO. 513

Order No.: 589
Quote No.: 589
Job No.: 950
Site Address: 26304 Lexington Oaks Boulevard
Wesley Chapel FL 33544

Technician Findings After Leak Detection:
Regrout Tile Single & Regrout under Coping

Commercial Installation / Repairs

Item	Quantity	Unit Price	Total
Regrout Tile Single	1.00	$30.00	$30.00
Regrout Under Coping	1.00	$960.00	$960.00
		Sub-Total ex Tax	$990.00
		Tax	$0.00
		Total	$990.00

546074-57201

Sub-Total ex Tax	$990.00
Tax	$0.00
Total inc Tax	$990.00
Amount Applied	$0.00
Balance Due	$990.00

How To Pay

INVOICE NO. 513

Credit Card (MasterCard or Visa)

Pay Online cooperpoolsinc.simprosuite.com/payment/
Please call *844-766-5256* *to pay over the phone.*

Direct Deposit

Bank **PNC Bank**
Acc. Name **6768**
Routing Number **267084199**
Acc. No. **1241206768**

DUE DATE:	03/27/2026	AMOUNT DUE:	$990.00



Cooper Pools Inc

4850 Allen Rd PMB 13
Zephyrhills, FL, 33541
(844) 766-5256

Invoice #: 1252
Invoice Date: 2/19/2026
Due Date: 3/19/2026

Bill To: Lexington Oaks CDD
Lexington Oaks CDD26304 Lexington Oaks Blvd
Wesley Chapel, FL 33544

LOCATION: 26304 Lexington Oaks Blvd, Wesley Chapel

Item	Description	Qty	Rate	Amount
Biohazard Cleanup - Fecal	Biohazard Cleanup - Fecal	1.00	$250.00	$250.00

Technician has cleaned up the pool, please allow a few hours before opening the pool back up.

Subtotal: $250.00
Tax: $0.00
Total: $250.00
Amount Due: $250.00

546074-57201

R&M-Pools

INVOICE

Clearvue Environmental LLC
270675 P.O. BOX
Tampa, Florida 33688
United States

Phone: 1-813-540-0590
Mobile: 1-813-210-1203

BILL TO
Lexington Oaks CDD
Todd Wilhelmi (On-Site Property Manager)
26304 Lexington Oaks Boulevard
Wesley Chapel, Florida 33544
United States

813-907-8718
lexoaks1@gmail.com

Invoice Number:	1154
Invoice Date:	March 1, 2026
Payment Due:	March 31, 2026
Amount Due (USD):	**$2,050.00**

Pay Securely Online

Services	Quantity	Price	Amount
Lake and Pond Service	1	$2,050.00	$2,050.00

Total:	$2,050.00
Amount Due (USD):	**$2,050.00**

Pay Securely Online

link.waveapps.com/unxktf-vhna8p

534021-53801

BALLENGER LANDCARE

822 A1A N, Suite 310
Ponte Vedra Beach, FL 32082

Invoice 721

Date	PO#
03/06/26	
Sales Rep	**Terms**
Christopher Zotti	Due on Receipt

Bill To
Lexington Oaks CDD C/O Inframark IMS 11555 Heron Bay Blvd Ste. 201 Tampa, FL 33076

Property Address
Lexington Oaks CDD 26304 Lexington Oaks Blvd. Wesley Chapel, FL 33544

Description	Qty / UOM	Rate	Ext. Price	Amount

Troubleshooting 2 controllers down

Replacement of 2 decoders damage at Control A -

Irrigation Repair - 03/06/2026 $1,445.91

Subtotal	$1,445.91
Sales Tax	$0.00
Total	**$1,445.91**
Credits/Payments	($0.00)
Balance Due	**$1,445.91**

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$0.00	$3,551.91	$0.00	$294.66	$157.97

INVOICE

Cooper Pools Inc CPC1459240
4850 Allen Rd PMB 13
Zephyrhills, FL 33541-3551

info@cooperpoolsinc.com
+1 (844) 766-5256

Cooper Pools
844-766-5256

Cleaning Commercial Acct:Lexington Oaks CDD

Bill to
Lexington Oaks CDD
26304 Lexington Oaks Blvd
Wesley Chapel, FL 33544

Ship to
Lexington Oaks CDD
26304 Lexington Oaks Blvd
Wesley Chapel, FL 33544

Invoice details
Invoice no.: 2026-1222
Terms: Net 30
Invoice date: 03/01/2026
Due date: 03/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Monthly Commercial Maintenance**	Monthly Commercial Maintenance March 2026	1	$3,750.00	$3,750.00

Total **$3,750.00**

Ways to pay

View and pay

534078-57201

FedEx

Invoice Number	Invoice Date	Account Number	Page
9-189-42793	Feb 24, 2026		1 of 2

Billing Address:
LEXINGTON OAKS
11555 HERON BAY BLVD STE. 201
CORAL SPRINGS FL 33076

Shipping Address:
LEXINGTON OAKS
210 N UNIVERSITY DR STE 720
CORAL SPRINGS FL 33071-7320

Invoice Questions?
Contact FedEx Revenue Services
Phone: 800.622.1147
M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST
Internet: fedex.com

Invoice Summary

FedEx Express Services

Total Charges	USD	$55.04
TOTAL THIS INVOICE	**USD**	**$55.04**

You saved $29.15 in discounts this period!

Other discounts may apply.
To pay your FedEx invoice, please go to www.fedex.com/payment. Thank you for using FedEx.

Account Summary as of Feb 24, 2026

Previous Balance	172.25
Payments	-134.19
Adjustments	0.00
New Charges	55.04
New Account Balance	**$93.10**

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx.
Please do not staple or fold.
Please make check payable to FedEx.

Invoice Number	Invoice Amount	Account Number	Account Balance
9-189-42793	USD $55.04		USD $93.10

Remittance Advice

Your payment is due by Mar 11, 2026

0073385 01 AB 0.64 **AUTO T0 0 1054 33076-336151 -C01-P73458-I1

LEXINGTON OAKS
11555 HERON BAY BLVD STE. 201

CORAL SPRINGS FL 33076

FedEx
P.O. Box 660481
DALLAS TX 75266-0481

63305540008694

FedEx Express Shipment Detail By Payor Type (Original)

Ship Date: Feb 12, 2026 **Cust. Ref.:** LEX OAKS **Ref.#2:** 8225
Payor: Third Party **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 21.00% to this shipment.
- Incorrect recipient address.
- Distance Based Pricing, Zone 3
- 1st attempt Feb 13, 2026 at 04:49 PM.
- Package Delivered to Recipient Address - Release Authorized
- Original address - 274022 FOAMFLOWER BLVD/WESLEY CHAPEL, FL 33544

Automation	INET
Tracking ID	888740264650
Service Type	FedEx Standard Overnight
Package Type	FedEx Envelope
Zone	03
Packages	1
Rated Weight	N/A
Delivered	Feb 16, 2026 13:45
Svc Area	A5
Signed by	see above
FedEx Use	000000000/211/02

Sender
ANNA CIFELLI
Inframark, LLC.
11555 HERON BAY BLVD
POMPANO BEACH FL 33076 US

Recipient
TIM HAWK
27022 FOAMFLOWER BLVD
WESLEY CHAPEL FL 33544 US

Transportation Charge		43.23
Discount		-29.15
Fuel Surcharge		9.55
Residential Delivery		5.91
Address Correction		25.50
Total Charge	**USD**	**$55.04**
Third Party Subtotal	**USD**	**$55.04**
Total FedEx Express	**USD**	**$55.04**

FedEx® Billing Online

FedEx Billing Online allows you to efficiently manage and pay your FedEx invoices online. It's free, easy and secure. FedEx Billing Online helps you streamline your billing process. With all your FedEx shipping information available in one secure online location, you never have to worry about misplacing a paper invoice or sifting through reams of paper to find information for past shipments. Go to fedex.com to sign up today!

Advanced Energy Solutions
of America, LLC
PO Box 82973
Tampa, FL 33682

Invoice

Invoice #: 13697
Invoice Date: 3/2/2026
Due Date: 4/1/2026
Project: 13697
P.O. Number:

Bill To:
LEXINGTON OAKS
26304 LEXINGTON OAKS BLVD
WESLEY CHAPEL, FL 33544

Description	Hours/Qty	Rate	Amount
Flag out and ID sign 2/27/2026 Found broken photo cell with broken perma post. Wires going to the underground junction box was melted together. Re-ran wires with new ones, re-did connections. Tested everything 120v hot to ground. Everything works on light for the pole. Sign has power 120v to ground. Needs a part for the controls.			
MATERIALS USED ON JOB		120.13	120.13
Raymond Class LABOR 1st 1/2 Hour	1	90.00	90.00
Raymond Class LABOR TECHNICIAN	4	90.00	360.00

Total	$570.13
Payments/Credits	$0.00
Balance Due	$570.13

Mike Wells
Property Appraiser
Proudly Serving Pasco County, Florida

INVOICE

Pasco County Property Appraiser
PO Box 401
Dade City, FL 33526-0401

Date Issued: 3/9/2026
Invoice Number: 26028
Due Date: 4/9/2026

Billed To:
Lexington Oaks
C/O Inframark
Brian Lamb
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

DESCRIPTION	AMOUNT
Lexington Oaks Annual renewal fee	$150.00
TOTAL	$150.00

Remit payment to:

Pasco County Property Appraiser
Information Services Department
PO Box 401
Dade City, FL 33526-0401

Brletic Dvorak Inc

536 4th Ave South Unit 4
Saint Petersburg, FL 33701 US
(813) 361-1466
sbrletic@bdiengineers.com

INVOICE

BILL TO
Lexington Oaks CDD
Inframark IMS
11555 Heron Bay Blvd
Suite 201
Coral Springs, Florida 33076

INVOICE	2344
DATE	02/27/2026
TERMS	Net 30
DUE DATE	03/29/2026

PROJECT NAME
Lexington Oaks CDD

	DESCRIPTION	QTY	RATE	AMOUNT
Project Manager	[February 05 - February 27]	1:30	210.00	315.00
Field Manager	[February 25]	6:00	135.00	810.00

BALANCE DUE **$1,125.00**

Lexington Oaks COMMUNITY DEVELOPMENT DISTRICT
Feb-26

	HOURS	RATE		PERSON	TOTAL
CDD Activities					
Board Meeting Prep, Attendance, Follow up		$210	R. Dvorak		$0.00
Engineer's Reports/Invoicing	1.50	$210	S. Brletic		$315.00
2026 Pond Projects - Site Visits, Coordination,		$120	K. Wagner		$0.00
Inspections		$210	S. Brletic		$0.00
Basketball Court Resurfacing Cooridnation/Bid		$210	S. Brletic		$0.00
Review, contract coordination/ Construction	6.00	$135	K. Wagner		$810.00
Assistance/Site Visits					
5206 Silver Charm Inlet Issue Coordination/Site		$210	S. Brletic		$0.00
Review					
Pond Depths Data to Todd		$120	K. Wagner		$0.00
		$210	S. Brletic		$0.00
INVOICE TOTAL	7.50				**$1,125.00**

INFRAMARK

INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#	DATE
173928	3/13/2026
CUSTOMER ID	**NET TERMS**
C1378	Due On Receipt
PO#	**DUE DATE**
	3/13/2026

BILL TO
Lexington Oaks CDD
11555 Heron Bay Blvd Ste 201
Coral Springs FL 33076-3361
United States

Services provided for the Month of: February 2026

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	19	Ea	0.74		14.06
Subtotal					**14.06**

Subtotal	$14.06
Tax	$0.00
Total Due	$14.06

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Invoice

Lexington Oaks Basketball Resurfacing-Hoops



From

Superior Sealers, LLC
8160 Nuzum Rd.
Weeki Wachee, FL, 34613
United States

To

Lexington Oaks
26304 Lexington Oaks Blvd
Wesley Chapel, FL, 33544
United States

Invoice No.
INV-119

Date
Feb 02 2026

Invoice Due
Feb 02 2026

Description	Quantity	Rate	Amount
First team RuffNeck Fixed height inground basketball system-60”	2	3335.00	USD 6670.00

Sub Total	6,670.00
Total	**USD 6,670.00**
Paid to Date	**USD 0.00**
Balance	**USD 6,670.00**

Invoice Note

Hoop systems include a limited lifetime warranty.

Email: superiorsealersfl@gmail.com



Invoice

Lexington Oaks Sod



From

Superior Sealers, LLC
8160 Nuzum Rd.
Weeki Wachee, FL, 34613
United States

To

Lexington Oaks
26304 Lexington Oaks Blvd
Wesley Chapel, FL, 33544
United States

Invoice No.
INV-124

Date
Mar 13 2026

Invoice Due
Mar 13 2026

Description	Quantity	Rate	Amount
Sod expenses	1	2550.00	USD 2550.00

Sub Total	2,550.00
Total	**USD 2,550.00**
Paid to Date	**USD 0.00**
Balance	**USD 2,550.00**

Invoice Note

-6 pallets of sod
-2 mobilizations

Email: superiorsealersfl@gmail.com



INVOICE

INVOICE #	INVOICE DATE
1128309	3/2/2026
TERMS	**PO NUMBER**
Net 30	

Bill To:

Lexington Oaks CDD
c/o Inframark
26304 Lexington Oaks Blvd
Wesley Chapel, FL 33544

Property Name: Lexington Oaks CDD

Address: 26304 Lexington Oaks Blvd
Wesley Chapel, FL 33544

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: April 1, 2026

Invoice Amount: $17,081.00

Description	Current Amount
Monthly Landscape Maintenance March 2026	$17,081.00

Invoice Total **$17,081.00**

Excellence
IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.

BALLENGER LANDCARE

822 A1A N, Suite 310
Ponte Vedra Beach, FL 32082

Invoice 743

Date	PO#
03/18/26	
Sales Rep	**Terms**
Jonah Ballenger	Due on Receipt

Bill To
Lexington Oaks CDD C/O Inframark IMS 11555 Heron Bay Blvd Ste. 201 Tampa, FL 33076

Property Address
Lexington Oaks CDD 26304 Lexington Oaks Blvd. Wesley Chapel, FL 33544

Description	Qty / UOM	Rate	Ext. Price	Amount

2 Broken Valves on North Hampton

This proposal is regarding two broken valves on the North Hampton clock. They need to be replaced.





Irrigation Repair - 03/18/2026 $1,577.72

Subtotal	$1,577.72
Sales Tax	$0.00
Total	**$1,577.72**
Credits/Payments	($0.00)
Balance Due	**$1,577.72**

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$0.00	$4,127.81	$0.00	$294.66	$157.97

PASCO COUNTY UTILITIES
CUSTOMER INFORMATION & SERVICES
P.O. BOX 2139
NEW PORT RICHEY, FL 34656-2139

LAND O' LAKES (813) 235-6012
NEW PORT RICHEY (727) 847-8131
DADE CITY (352) 521-4285

UtilCustServ@MyPasco.net
Pay By Phone: 1-855-786-5344

80 0 1
36-70801

LEXINGTON OAKS COMM DEV DISTRICT

Service Address: **26304 LEXINGTON OAKS BOULEVARD**

Bill Number: 24039471
Billing Date: 2/24/2026
Billing Period: 1/13/2026 to 2/11/2026

New Water, Sewer, Reclaim rates, fees, and charges took effect Oct. 1, 2025. Please visit bit.ly/pcurates for details.

Account #	Customer #
0010320	01058576

Please use the 15-digit number below when making a payment through your bank

001032001058576

Service	Meter #	Previous		Current		# of Days	Consumption In thousands
		Date	Read	Date	Read		
Reclaim	08404808	1/13/2026	6731	2/11/2026	6806	29	75

Usage History

	Reclaimed
February 2026	75
January 2026	127
December 2025	32
November 2025	81
October 2025	84
September 2025	44
August 2025	49
July 2025	40
June 2025	56
May 2025	63
April 2025	96
March 2025	67

Transactions

Previous Bill		62.23
Payment 02/13/26		-62.23 CR
Balance Forward		0.00
Current Transactions		
Reclaimed		
Reclaimed	75 Thousand Gals X $0.49	36.75
Total Current Transactions		36.75
TOTAL BALANCE DUE		**$36.75**

Please return this portion with payment

TO PAY ONLINE, VISIT pascoeasypay.pascocountyfl.net

☐ Check this box if entering change of mailing address on back.

Account #	0010320
Customer #	01058576
Balance Forward	0.00
Current Transactions	36.75
Total Balance Due	**$36.75**
Due Date	**3/13/2026**

10% late fee will be applied if paid after due date

The Total Due will be electronically transferred on 03/13/2026.

LEXINGTON OAKS COMM DEV DISTRICT
11555 HERON BAY BLVD SUITE 201
CORAL SPRINGS FL 33076

PASCO COUNTY UTILITIES
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WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.
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P.O. Box 278 • Dade City, Florida 33526-0278

SUMMARY BILLING

Customer Name
LEXINGTON OAKS CDD

Customer Number
10158737

Bill Date
02/25/2026

Account	Account Description	Reading From	Reading To	Rate	kWh	DMD	Balance Forward	Current Charges	Total Charges
1265872				PL			0.00	8,579.66	8,579.66
1265875		01/23	02/23	LP	14880	43	0.00	1,481.65	1,481.65
1265877		01/23	02/23	GS	25		0.00	42.80	42.80
1265878		01/23	02/23	GS	20		0.00	42.28	42.28
1265879		01/23	02/23	GS	85		0.00	49.14	49.14
1265880		01/23	02/23	GS	93		0.00	49.98	49.98
1265884		01/23	02/23	GS	16		0.00	41.85	41.85
1265885		01/23	02/23	GS	32		0.00	43.54	43.54
1265886		01/23	02/23	GS	39		0.00	44.29	44.29
1265887	50187642	01/23	02/23	GS	2629	4	0.00	317.63	317.63
1265864	ENT 2	01/23	02/23	GS	83		0.00	48.92	48.92
1265865	ENT 3	01/23	02/23	GS	25		0.00	42.80	42.80
1265866	ENT 4	01/23	02/23	GS	21		0.00	42.38	42.38
1265867	ENT 6	01/23	02/23	GS	25		0.00	42.80	42.80
1265869	LIGHTS	01/23	02/23	GS	48		0.00	45.23	45.23
1265863	SGN&LT	01/23	02/23	GS	506		0.00	599.40	599.40
1265870	WELL	01/23	02/23	GS	30		0.00	43.33	43.33
				Subtotal:	18557	47	0.00	11,557.68	11,557.68

DO NOT PAY - Total amount will be electronically transferred on 03/13/2026.

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.
Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Bill Date: 02/25/2026
Electronic Funds Transfer On: 03/13/2026
Total Charges Due: 11,557.68
DO NOT PAY

District: OP18

10158737 **OP18**
LEXINGTON OAKS CDD
ANDREW P MENDENHALL
C/O INFRAMARK
11555 HERON BAY BLVD STE 201
CORAL SPRINGS FL 33076-3361

23 9 - 6732

** Summary Bill **

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.
Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Account Number	1265888 Cycle 18
Meter Number	40535597
Customer Number	10158737
Customer Name	LEXINGTON OAKS CDD ANDREW P MENDENHALL

Bill Date	02/25/2026
Amount Due	58.31
Current Charges Due	03/20/2026

District Office Serving You
One Pasco Center

Service Address 26304 LEXINGTON OAKS BLVD
Service Description FOUNTAIN
Service Classification General Service Non-Demand

See Reverse Side For More Information

ELECTRIC SERVICE

From Date	From Reading	To Date	To Reading	Multiplier	Dem. Reading	KW Demand	kWh Used
01/23	73781	02/23	73953				172

Comparative Usage Information
Average kWh

Period	Days	Per Day
Feb 2026	31	6
Jan 2026	32	32
Feb 2025	29	105

BILLS ARE DUE WHEN RENDERED
A 1.5 percent, but not less than $5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.

Previous Balance		148.87
Payment	148.87CR	
Balance Forward		0.00
Customer Charge	39.16	
Energy Charge 172 KWH @ 0.06090	10.47	
Fuel Adjustment 172 KWH @ 0.04200	7.22	
FL Gross Receipts Tax	1.46	
Total Current Charges		58.31
Total Due E.F.T.		58.31

1 0 1 5 8 7 3 7

You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

DO NOT PAY
Total amount will be electronically transferred on or after 03/13/2026.

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.
Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Please **Detach and Return** This Portion With Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Bill Date: 02/25/2026

Use above space for address change ONLY.

District: OP18

1265888 **OP18**
LEXINGTON OAKS CDD
ANDREW P MENDENHALL
C/O INFRAMARK
11555 HERON BAY BLVD STE 201
POMPANO BEACH FL 33076-3361

Electronic Funds Transfer on or after	03/13/2026
TOTAL CHARGES DUE	58.31
DO NOT PAY	

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.
Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Account Number	1265889 Cycle 18
Meter Number	92695823
Customer Number	10158737
Customer Name	LEXINGTON OAKS CDD ANDREW P MENDENHALL

Bill Date	02/25/2026
Amount Due	44.17
Current Charges Due	03/20/2026

District Office Serving You
One Pasco Center

See Reverse Side For More Information

Service Address WAR ADMIRAL DR
Service Description TENNIS COURTS
Service Classification General Service Non-Demand

ELECTRIC SERVICE

From Date	From Reading	To Date	To Reading	Multiplier	Dem. Reading	KW Demand	kWh Used
01/23	5336	02/23	5374				38

Comparative Usage Information
Average kWh

Period	Days	Per Day
Feb 2026	31	1
Jan 2026	32	1
Feb 2025	29	1

BILLS ARE DUE WHEN RENDERED
A 1.5 percent, but not less than $5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.

Previous Balance		44.29
Payment	44.29CR	
Balance Forward		0.00
Customer Charge	39.16	
Energy Charge 38 KWH @ 0.06090	2.31	
Fuel Adjustment 38 KWH @ 0.04200	1.60	
FL Gross Receipts Tax	1.10	
Total Current Charges		44.17
Total Due E.F.T.		44.17

1 0 1 5 8 7 3 7

You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

DO NOT PAY
Total amount will be electronically transferred on or after 03/13/2026.

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Please **Detach and Return** This Portion With Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Bill Date: 02/25/2026

Use above space for address change ONLY.

District: OP18

1265889 **OP18**
LEXINGTON OAKS CDD
ANDREW P MENDENHALL
C/O INFRAMARK
11555 HERON BAY BLVD STE 201
POMPANO BEACH FL 33076-3361

Electronic Funds Transfer on or after	03/13/2026
TOTAL CHARGES DUE	44.17
DO NOT PAY	

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.
Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Account Number **1265890** Cycle 18
Meter Number 40534631
Customer Number 10158737
Customer Name LEXINGTON OAKS CDD
ANDREW P MENDENHALL

Bill Date **02/25/2026**
Amount Due **219.26**
Current Charges Due **03/20/2026**

District Office Serving You
One Pasco Center

See Reverse Side For More Information

Service Address 26304 LEXINGTON OAKS BLVD
Service Classification General Service Non-Demand

ELECTRIC SERVICE

From Date	From Reading	To Date	To Reading	Multiplier	Dem. Reading	KW Demand	kWh Used
01/23	47625	02/23	49322				1697

Comparative Usage Information
Average kWh

Period	Days	Per Day
Feb 2026	31	55
Jan 2026	32	48
Feb 2025	29	65

BILLS ARE DUE WHEN RENDERED
A 1.5 percent, but not less than $5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.

Previous Balance		201.64
Payment	201.64CR	
Balance Forward		0.00
Customer Charge	39.16	
Energy Charge 1,697 KWH @ 0.06090	103.35	
Fuel Adjustment 1,697 KWH @ 0.04200	71.27	
FL Gross Receipts Tax	5.48	
Total Current Charges		219.26
Total Due E.F.T.		219.26

1 0 1 5 8 7 3 7

You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

DO NOT PAY
Total amount will be electronically transferred on or after 03/13/2026.

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.
Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Please **Detach and Return** This Portion With Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Bill Date: 02/25/2026

Use above space for address change ONLY.

District: OP18

1265890 **OP18**
LEXINGTON OAKS CDD
ANDREW P MENDENHALL
C/O INFRAMARK
11555 HERON BAY BLVD STE 201
POMPANO BEACH FL 33076-3361

Electronic Funds Transfer on or after	03/13/2026
TOTAL CHARGES DUE	219.26
DO NOT PAY	

Spectrum BUSINESS®

March 1, 2026
Invoice Number: 1294156030126
Account Number:
Security Code: **8941**
Service At: 5844 WAR ADMIRAL DR
APT CAMERA
WESLEY CHAPEL FL 33544-5536

Auto Pay Notice

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at **855-252-0675**

Summary

Service from 03/01/26 through 03/29/26 details on following pages

Previous Balance	140.00
Payments Received -Thank You!	-140.00
Remaining Balance	**$0.00**
Spectrum Business™ Internet	120.00
Spectrum Business™ Voice	20.00
Other Charges	5.00
Taxes, Fees and Charges	5.09
Current Charges	$150.09
YOUR AUTO PAY WILL BE PROCESSED 03/17/26	
Total Due by Auto Pay	**$150.09**

NEWS AND INFORMATION

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Pick the right TV package for your business. Stream popular news, sports and entertainment channels! Call 1-833-517-0709 today.

Thank you for choosing Spectrum Business.
We appreciate your prompt payment and value you as a customer.

Auto Pay - Thank you for signing up for Auto Pay. Please note your payment may be drafted and posted to your Spectrum Business account the day after your transaction is scheduled to be processed by your bank.

Spectrum BUSINESS®

4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8633 2390 DY RP 01 03022026 NNNNNNNN 01 009989 0034

Lexington Oaks
ACCOUNTS PAYABLE
11555 HERON BAY BLVD STE 201
CORAL SPRINGS FL 33076-3361

March 1, 2026
Lexington Oaks
Invoice Number: 1294156030126
Account Number:
Service At: 5844 WAR ADMIRAL DR
APT CAMERA
WESLEY CHAPEL FL 33544-5536

Total Due by Auto Pay $150.09

CHARTER COMMUNICATIONS
PO BOX 7186
PASADENA CA 91109-7186

March 1, 2026

Lexington Oaks
Invoice Number: 1294156030126
Account Number:
Security Code: **8941**

Spectrum BUSINESS®

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at **855-252-0675**

8633 2390 DY RP 01 03022026 NNNNNNNN 01 009989 0034

Charge Details

Previous Balance		140.00
EFT Payment	02/17	-140.00
Remaining Balance		$0.00

Payments received after 03/01/26 will appear on your next bill.

Service from 03/01/26 through 03/29/26

Spectrum Business™ Internet

Security Suite	0.00
Domain Name	0.00
Vanity Email	0.00
Static IP 1	20.00
Spectrum Business Internet Premier	130.00
Promotional Discount	-30.00
	$120.00
Spectrum Business™ Internet Total	$120.00

Spectrum Business™ Voice

Voice Mail	0.00
Spectrum Business Voice	50.00
Promotional Discount	-30.00
Your promotional price will expire on 06/30/26	
	$20.00
Phone number (813) 333-4133	
	$0.00

For additional call details,
please visit SpectrumBusiness.net

Spectrum Business™ Voice Total $20.00

Other Charges

Payment Processing	10.00
Auto Pay Discount	-10.00
Paper Bill Statement Charge	5.00
Other Charges Total	$5.00

Taxes, Fees and Charges

Regulatory Cost Recovery Fee	0.56
State and Local Sales Tax	0.35
Federal Universal Service Fund	1.53
State TRS Surcharge	0.08
E911 Fee	0.40
Communications Services Tax	2.17
Taxes, Fees and Charges Total	$5.09

Current Charges	$150.09
Total Due by Auto Pay	$150.09

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service – In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Notice - Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Spectrum provided services.

Continued on the next page....

Local Spectrum Store: 6013 Wesley Grove Blvd, Ste 108C, Wesley Chapel FL 33544 Store Hours: Mon thru Sat - 10:00am to 8:00pm; Sun - 12:00pm to 5:00pm

Spectrum BUSINESS®

For questions or concerns, please call 1-866-519-1263.

Spectrum BUSINESS®

March 6, 2026
Invoice Number: 1294172030626
Account Number:
Security Code: **7995**
Service At: 26304 LEXINGTON OAKS BLVD
WESLEY CHAPEL FL 33544-1554

Auto Pay Notice

NEWS AND INFORMATION

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at **855-252-0675**

Summary

Service from 03/06/26 through 04/05/26 details on following pages

Previous Balance	447.74
Payments Received -Thank You!	-447.74
Remaining Balance	**$0.00**
Spectrum Business™ TV	261.00
Spectrum Business™ Internet	110.00
Spectrum Business™ Voice	40.00
Other Charges	5.00
Taxes, Fees and Charges	31.74
Current Charges	$447.74
YOUR AUTO PAY WILL BE PROCESSED 03/23/26	
Total Due by Auto Pay	**$447.74**

Thank you for choosing Spectrum Business.
We appreciate your prompt payment and value you as a customer.

Auto Pay - Thank you for signing up for Auto Pay. Please note your payment may be drafted and posted to your Spectrum Business account the day after your transaction is scheduled to be processed by your bank.

Spectrum BUSINESS®

4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8633 2390 DY RP 06 03072026 NNNNNNNN 01 001547 0006

Lexington Oaks
ACCOUNTS PAYABLE
11555 HERON BAY BLVD STE 201
CORAL SPRINGS FL 33076-3361

March 6, 2026

Lexington Oaks

Invoice Number: 1294172030626
Account Number:
Service At: 26304 LEXINGTON OAKS BLVD
WESLEY CHAPEL FL 33544-1554

Total Due by Auto Pay **$447.74**

CHARTER COMMUNICATIONS
PO BOX 7186
PASADENA CA 91109-7186

March 6, 2026

Lexington Oaks
Invoice Number: 1294172030626
Account Number:
Security Code: **7995**

Spectrum BUSINESS

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at **855-252-0675**

8633 2390 DY RP 06 03072026 NNNNNNNN 01 001547 0006

Charge Details

Previous Balance		447.74
EFT Payment	02/23	-447.74
Remaining Balance		**$0.00**

Payments received after 03/06/26 will appear on your next bill.

Service from 03/06/26 through 04/05/26

Spectrum Business™ TV

Variety Tier		15.00
Spectrum Receivers	9 Receivers at 15.00 each	135.00
Broadcast TV Surcharge		31.00
Spectrum Business TV Premier		80.00
		$261.00
Spectrum Business™ TV Total		$261.00

Spectrum Business™ Internet

Security Suite	0.00
Domain Name	0.00
Vanity Email	0.00
Static IP 1	20.00
Spectrum Business Internet Ultra	160.00
Promotional Discount	-80.00
Your promotional price will expire on 06/05/27	
Business WiFi	10.00
	$110.00
Spectrum Business™ Internet Total	$110.00

Spectrum Business™ Voice

Spectrum Business Voice	50.00
Promotional Discount	-30.00
Your promotional price will expire on 06/05/28	

Spectrum Business™ Voice Continued

Spectrum Business Voice	50.00
Promotional Discount	-30.00
Your promotional price will expire on 06/05/28	
	$40.00

Phone number (813) 907-1499

$0.00

Phone number (813) 907-8718

$0.00

For additional call details,
please visit SpectrumBusiness.net

Spectrum Business™ Voice Total $40.00

Other Charges

Payment Processing	10.00
Auto Pay Discount	-10.00
Paper Bill Statement Charge	5.00
Other Charges Total	$5.00

Taxes, Fees and Charges

Regulatory Cost Recovery Fee	1.13
State and Local Sales Tax	9.80
Federal Universal Service Fund	3.06
State TRS Surcharge	0.16
E911 Fee	0.80
Communications Services Tax	16.79
Taxes, Fees and Charges Total	$31.74

Current Charges	**$447.74**
Total Due by Auto Pay	**$447.74**

Billing Information

Continued on the next page...

Local Spectrum Store: 6013 Wesley Grove Blvd, Ste 108C, Wesley Chapel FL 33544 Store Hours: Mon thru Sat - 10:00am to 8:00pm; Sun - 12:00pm to 5:00pm

Spectrum BUSINESS

For questions or concerns, please call **1-866-519-1263**.

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NEW PORT RICHEY (727) 847-8131
DADE CITY (352) 521-4285

UtilCustServ@MyPasco.net
Pay By Phone: 1-855-786-5344

81 0 1
36-70801

LEXINGTON OAKS
Service Address: **5801 WAR ADMIRAL DR**
Bill Number: 24043343
Billing Date: 2/24/2026
Billing Period: 1/13/2026 to 2/11/2026

Account #	Customer #
0408095	01149243

Please use the 15-digit number below when making a payment through your bank

040809501149243

New Water, Sewer, Reclaim rates, fees, and charges took effect Oct. 1, 2025. Please visit bit.ly/pcurates for details.

Service	Meter #	Previous		Current		# of Days	Consumption In thousands
		Date	Read	Date	Read		
Irrig Potable	12560928	1/13/2026	16578	2/11/2026	16646	29	68

Usage History

	Irrigation
February 2026	68
January 2026	73
December 2025	66
November 2025	66
October 2025	277
September 2025	391
August 2025	252
July 2025	22
June 2025	23
May 2025	33
April 2025	24
March 2025	30

Transactions

Previous Bill		317.30
Payment 02/13/26		-317.30 CR
Balance Forward		0.00
Current Transactions		
Irrigation		
Water Base Charge		63.99
Water Tier 1	68.0 Thousand Gals X $3.47	235.96
Total Current Transactions		299.95
TOTAL BALANCE DUE		**$299.95**

Please return this portion with payment

TO PAY ONLINE, VISIT pascoeasypay.pascocountyfl.net

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Account #	0408095
Customer #	01149243
Balance Forward	0.00
Current Transactions	299.95
Total Balance Due	**$299.95**
Due Date	**3/13/2026**

10% late fee will be applied if paid after due date

The Total Due will be electronically transferred on 03/13/2026.

LEXINGTON OAKS
11555 HERON BAY BOULEVARD SUITE 201
CORAL SPRINGS FL 33076

PASCO COUNTY UTILITIES
CUSTOMER INFORMATION & SERVICES
P.O. BOX 2139
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PASCO COUNTY UTILITIES
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DADE CITY (352) 521-4285

UtilCustServ@MyPasco.net
Pay By Phone: 1-855-786-5344

83 0 1
36-70801

LEXINGTON OAKS CDD

Service Address: **26304 LEXINGTON OAKS BOULEVARD**

Bill Number: 24042183
Billing Date: 2/24/2026
Billing Period: 1/13/2026 to 2/11/2026

New Water, Sewer, Reclaim rates, fees, and charges took effect Oct. 1, 2025. Please visit bit.ly/pcurates for details.

Account #	Customer #
0402235	01149245

Please use the 15-digit number below when making a payment through your bank

040223501149245

Service	Meter #	Previous		Current		# of Days	Consumption In thousands
		Date	Read	Date	Read		
Water	09062139	1/13/2026	2357	2/11/2026	2496	29	139

Usage History

	Water
February 2026	139
January 2026	118
December 2025	120
November 2025	96
October 2025	50
September 2025	69
August 2025	66
July 2025	82
June 2025	82
May 2025	100
April 2025	126
March 2025	111

Transactions

Previous Bill		1,566.78
Payment 02/13/26		-1,566.78 CR
Balance Forward		0.00
Current Transactions		
Water		
Water Base Charge		63.99
Water Tier 1	40.0 Thousand Gals X $2.18	87.20
Water Tier 2	40.0 Thousand Gals X $3.47	138.80
Water Tier 3	40.0 Thousand Gals X $6.94	277.60
Water Tier 4	19.0 Thousand Gals X $9.36	177.84
Sewer		
Sewer Base Charge		163.47
Sewer Charges	139.0 Thousand Gals X $7.20	1,000.80
Total Current Transactions		1,909.70
TOTAL BALANCE DUE		**$1,909.70**

Please return this portion with payment

TO PAY ONLINE, VISIT pascoeasypay.pascocountyfl.net

☐ Check this box if entering change of mailing address on back.

Account #	0402235
Customer #	01149245
Balance Forward	0.00
Current Transactions	1,909.70
Total Balance Due	**$1,909.70**
Due Date	**3/13/2026**

10% late fee will be applied if paid after due date

The Total Due will be electronically transferred on 03/13/2026.

LEXINGTON OAKS CDD
11555 HERON BAY BOULEVARD STE 201
CORAL SPRINGS FL 33076

PASCO COUNTY UTILITIES
CUSTOMER INFORMATION & SERVICES
P.O. BOX 2139
NEW PORT RICHEY, FL 34656-2139

PASCO COUNTY UTILITIES
CUSTOMER INFORMATION & SERVICES
P.O. BOX 2139
NEW PORT RICHEY, FL 34656-2139

LAND O' LAKES (813) 235-6012
NEW PORT RICHEY (727) 847-8131
DADE CITY (352) 521-4285
UtilCustServ@MyPasco.net
Pay By Phone: 1-855-786-5344

82 0 1
36-70801

LEXINGTON OAKS CDD
Service Address: **0 WAR ADMIRAL DR**
Bill Number: 24043342
Billing Date: 2/24/2026
Billing Period: 1/13/2026 to 2/11/2026

New Water, Sewer, Reclaim rates, fees, and charges took effect Oct. 1, 2025. Please visit bit.ly/pcurates for details.

Account #	Customer #
0408090	01149244

Please use the 15-digit number below when making a payment through your bank

040809001149244

Service	Meter #	Previous		Current		# of Days	Consumption In thousands
		Date	Read	Date	Read		
Water	13403643	1/13/2026	3003	2/11/2026	3014	29	11

Usage History

	Water
February 2026	11
January 2026	14
December 2025	10
November 2025	10
October 2025	16
September 2025	27
August 2025	23
July 2025	12
June 2025	9
May 2025	9
April 2025	10
March 2025	10

Transactions

Previous Bill		67.01
Payment 02/13/26		-67.01 CR
Balance Forward		0.00
Current Transactions		
Water		
Water Base Charge		11.00
Water Tier 1	5.0 Thousand Gals X $2.18	10.90
Water Tier 2	5.0 Thousand Gals X $3.47	17.35
Water Tier 3	1.0 Thousand Gals X $6.94	6.94
Total Current Transactions		46.19
TOTAL BALANCE DUE		**$46.19**

Please return this portion with payment

TO PAY ONLINE, VISIT pascoeasypay.pascocountyfl.net

☐ Check this box if entering change of mailing address on back.

Account #	0408090
Customer #	01149244
Balance Forward	0.00
Current Transactions	46.19
Total Balance Due	**$46.19**
Due Date	**3/13/2026**

10% late fee will be applied if paid after due date

The Total Due will be electronically transferred on 03/13/2026.

LEXINGTON OAKS CDD
11555 HERON BAY 201 BOULEVARD APT SUITE
CORAL SPRINGS FL 33076

PASCO COUNTY UTILITIES
CUSTOMER INFORMATION & SERVICES
P.O. BOX 2139
NEW PORT RICHEY, FL 34656-2139

TECO PEOPLES GAS
AN EMERA COMPANY
PeoplesGas.com

LEXINGTON OAKS CDD
C/O CLUBHOUSE/POOL
26304 LEXINGTON OAKS BLVD
WESLEY CHAPEL, FL 33544-1554

Statement Date: March 04, 2026

Amount Due:	**$3,424.23**

Due Date: March 25, 2026
Account #: 211008968748

DO NOT PAY. Your account will be drafted on March 25, 2026

Account Summary

Current Service Period: January 31, 2026 - February 27, 2026

Previous Amount Due	$3,690.91
Payment(s) Received Since Last Statement	-$3,690.91
Current Month's Charges	**$3,424.23**
Amount Due by March 25, 2026	**$3,424.23**

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

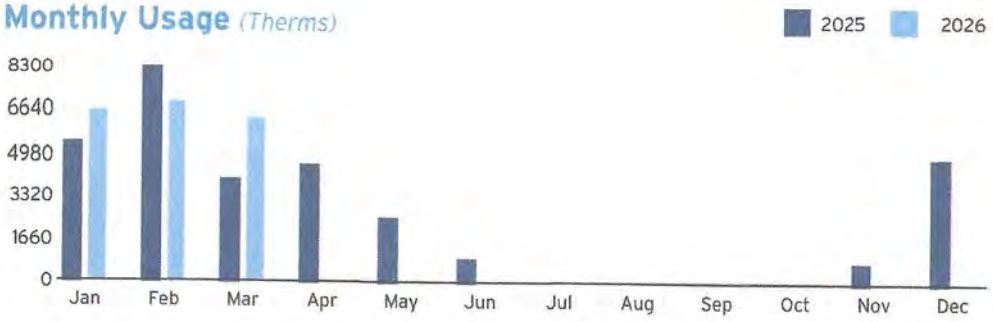
Your Energy Insight

Your average daily THMS used was **48.31% higher** than the same period last year.

Your average daily THMS used was .91% lower than it was in your previous period.

Scan here to view your account online.

Monthly Usage *(Therms)*



Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com

Ready to dig into spring?
Always contact **811** before you dig.

811 Know what's **below.** **Call** before you dig.

0000437-2-0009070-Page 1 of 4

To ensure prompt credit, please return stub portion of this bill with your payment.

TECO PEOPLES GAS
AN EMERA COMPANY

Account #: 211008968748
Due Date: March 25, 2026

Amount Due:	**$3,424.23**
Payment Amount: $_____	

622989541414

Your account will be drafted on March 25, 2026

Pay your bill online at PeoplesGas.com
See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit PeoplesGas.com/Paperless to enroll now.

00004372 FTECO103052600562810 00000 01 00000000 4372 002
LEXINGTON OAKS CDD
C/O CLUBHOUSE/POOL
26304 LEXINGTON OAKS BLVD
WESLEY CHAPEL, FL 33544-1554

Mail payment to:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

TECO PEOPLES GAS
AN EMERA COMPANY

Service For:
26304 LEXINGTON OAKS BLVD
WESLEY CHAPEL, FL 33544-1554

Account #: 211008968748
Statement Date: March 04, 2026
Charges Due: March 25, 2026

Meter Read

Service Period: Jan 31, 2026 - Feb 27, 2026 **Rate Schedule:** General Service 2 - Transportation

Meter Number	Read Date	Current Reading	- Previous Reading	= Measured Volume	x BTU	x Conversion	= Total Used	Billing Period
ANX12259	02/27/2026	47,748	42,274	5,474 CCF	1.042	1.1168	6,370.1 Therms	28 Days

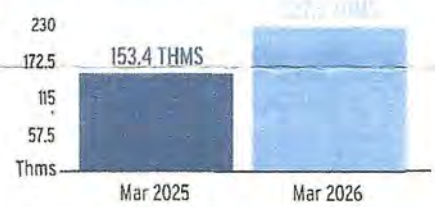
Charge Details

Natural Gas Charges

Customer Charge		$151.00
Distribution Charge	*6,370.1 THMS @ $0.46326*	$2,951.01
Swing Service Charge	*6,370.1 THMS @ $0.02210*	$140.78
Florida Gross Receipts Tax		$181.44
Natural Gas Service Cost		**$3,424.23**

Total Current Month's Charges **$3,424.23**

Avg THMS Used Per Day



Important Messages

How cold weather impacts your bill
You may have noticed your natural gas bill is higher than usual. Cold weather across the nation caused natural gas prices to rise. Visit **PeoplesGas.com/AboutMyBill** to learn more and connect with resources.

0000437200090702-Page 2 of 4

For more information about your bill and understanding your charges, please visit PeoplesGas.com

Ways To Pay Your Bill

Bank Draft
Visit **PeoplesGas.com** for free recurring or one time payments via checking or savings account.

In-Person
Find list of Payment Agents at **PeoplesGas.com**

Mail A Check
Payments:
TECO
P.O. Box 31318
Tampa, FL 33631-3318
Mail your payment in the enclosed envelope.

All Other Correspondences:
Peoples Gas
P.O. Box 111
Tampa, FL 33601-0111

Credit or Debit Card
Pay by credit Card using KUBRA EZ-Pay at **PeoplesGas.com**. Convenience fee will be charged.

Phone
Toll Free:
866-689-6469

Contact Us

Residential Customer Care:
813-223-0800 (Tampa)
863-299-0800 (Lakeland)
352-622-0111 (Ocala)
954-453-0777 (Broward)
305-940-0139 (Miami)
727-826-3333 (St. Petersburg)
407-425-4662 (Orlando)
904-739-1211 (Jacksonville)
877-832-6747 (All Other Counties)

Online:
PeoplesGas.com
Phone:
Commercial Customer Care
866-832-6249
Hearing Impaired/TTY:
7-1-1
Natural Gas Outage:
877-832-6747
Natural Gas Energy Conservation Rebates:
877-832-6747

Please Note: If you choose to pay your bill at a location not listed on our website or provided by Peoples Gas, you are paying someone who is not authorized to act as a payment agent at Peoples Gas. You bear the risk that this unauthorized party will relay the payment to Peoples Gas and do so in a timely fashion. Peoples Gas is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.

Spark Energy
12140 Wickchester Ln. Ste 100
Houston, TX 77079

CUSTOMER SERVICE: (800) 994-0228
Mon – Fri 8:00 AM – 7:00 PM CST
Sat 9:00 AM – 12:00 PM CST
CustomerCare@sparkenergy.com

For outage or emergencies call: (877) 832-6747

Customer: **Lexington Oaks**
Billing Account #: **CFB1206**
Invoice #: **46100807**

Summary as of Mar 06, 2026

(account information starts on next page)

Previous Amount Due:	$11,342.29
Total Payments Received:	-$11,342.29
Balance Forward:	$0.00
Current Charges:	$12,261.25
Amount Due Mar 27, 2026:	**$12,261.25**

Future Pricing Information: To obtain information about the price that will apply on your next bill, please contact one of our Customer Care representatives at (877)-547-7275.

Spark Energy is proud to offer a customer assistance program which provides assistance to customers who are experiencing a hardship and need assistance paying their energy bills. This program is funded by customer contributions. If you wish to make a contribution, please contact one of our Customer Care associates. All contributions are tax-deductible.

Pay Online		
Go to http://www.sparkenergy.com to make online payments, sign up to authorize automatic payments. You can also call customer service at 1-877-54 (SPARK).	or	Scan this code with your phone to make a quick payment

Detach here, and include this coupon and check payable to **SPARK ENERGY GAS LLC** in the enclosed envelope, allowing the Post Office 7 days to deliver.

Spark Energy
12140 Wickchester Ln. Ste 100
Houston, TX 77079

Invoice #:	**46100807**
Billing Account #:	CFB1206
Date Issued:	Mar 06, 2026
Date Due:	Mar 27, 2026
AMOUNT DUE:	$12,261.25
If paid after 3/27/26, add a Late Payment Penalty of:	$183.92
After 3/27/26, Pay:	$12,445.17

Autopay: Do Not Pay Amount Due will automatically be deducted

Lexington Oaks
26304 Lexington Oaks Blvd
Wesley Chapel, FL 33544-1554

Remit Payment To:

SPARK ENERGY GAS LLC
DEPT# 42424
PO BOX 650823
Dallas, TX 75265-0823

Spark Energy

Customer: **Lexington Oaks**
Billing Account #: **CFB1206**
Invoice #: **46100807**

PAYMENTS

Billing Account #: CFB1206

PAYMENT DETAILS

Payment Date	Payment Description	Amount	Total
Feb 26, 2026	Payment Received - Thank You	-$11,342.29	
Payments Received			**-$11,342.29**

ACCOUNT INFORMATION

Account #: CFB1206

LDC #: **5100996699**

Service Address:
26304 Lexington Oaks Blvd
Wesley Chapel FL 33544-1554

Pricing Plan:
TECOG_VAR_COM_PT_NYMEXPLUS_RO

The average daily consumption used is 227.50 THERMS

USAGE DETAILS

Service Period	Estimate	Meter #	Unit	Previous Meter Read	Current Meter Read	Mult.	Quantity
01/30/26 - 02/27/26 28 Days	N		THERM	01/30/26	02/27/26		6,370.100

CHARGE DETAILS

Date	Charge Description	Amount	Total
02/27/26	Energy Charge (6,370.1 x $1.678890 per THERM)	$10,694.70	
02/27/26	Pass Through (6,370.1 x $0.120000 per THERM)	$764.41	
02/27/26	Tax	$802.14	
Current Charges			**$12,261.25**

Usage Chart

Gas usage in therm



BILLING DAYS		29	29	35	30	28
AVERAGE DAILY USAGE	##	26	170	189	230	228
(THERM)	##	41	116	158	236	153

Invoice

Lexington Oaks Basketball Resurfacing

From

Superior Sealers, LLC
8160 Nuzum Rd.
Weeki Wachee, FL, 34613
United States

To

Lexington Oaks
26304 Lexington Oaks Blvd
Wesley Chapel, FL, 33544
United States

Invoice No.
INV-121

Date
Feb 22 2026

Invoice Due
Feb 22 2026

Description	Quantity	Rate	Amount
85% of Remaining balance	1	20387.25	USD 20387.25

Sub Total	20,387.25
Total	**USD 20,387.25**
Paid to Date	**USD 0.00**
Balance	**USD 20,387.25**

Invoice Note

-Removal of all existing asphalt on plans
-Furnish & install 1" asphalt SP 9.5
-Furnish & install approved coatings for basketball court, as stated in plans (NCAA regulated markings).
-Installation of 2 basketball hoop systems on each end of the court in 3,000psi concrete

Email: superiorsealersfl@gmail.com

Powered by invoicely

Invoice:	I-20262-12570
Service Total:	$720.00
Payments Total:	
Amount Due:	$720.00
Sent Date:	3/2/2026
Payment Terms:	Due upon receipt

Pasco Sheriff's Office
ATTN: Extra Duty
7432 Little Road
New Port Richey, FL 34654

LEXINGTON OAKS CDD
26304 LEXINGTON OAKS BLVD

WESLEY CHAPEL, FL 33544

Service Date	Employee	Job Name	Start Time	Hrs Wrkd	Billed Rate	Emp Fees
2/13/2026	REYES, KELVIN - 6847	LEXINGTON OAKS CDD* Community (Security)	8:00 PM	4.00	$60.00	$240.00
2/21/2026	HARRIS, VICTORIA - 4822	LEXINGTON OAKS CDD* Community (Security)	9:00 PM	4.00	$60.00	$240.00
2/27/2026	BELDON, JASON - 4044	LEXINGTON OAKS CDD* Community (Security)	8:00 PM	4.00	$60.00	$240.00
					Total:	$720.00

Questions regarding Invoice Charges & Payments please contact:

Contact:	Pasco Sheriff's Office
Telephone:	727-844-7795
Email:	ExtraDuty@pascosheriff.org

Make Checks Payable To:
Pasco Sheriff's Office

Invoice #:	I-20262-12570
Invoice Total:	$720.00
Invoice For:	LEXINGTON OAKS CDD

Mail Checks To:
Pasco Sheriff's Office
ATTN: Extra Duty Program
7432 Little Road New Port Richey, Florida 34654

Payment Terms: Due upon receipt
Please include Invoice # in check comment

534100-57201

Lexington Oaks Clubhouse

Check Request

Lexington Oaks CDD
Lexington Oaks Clubhouse
26304 Lexington Oaks Blvd
Wesley Chapel, FL 33544

Date: September 15, 2025

Check Requests: $300.00 for Security Deposit Check #567 for Event held on September 13th at the Community Center.

(Check #567 in the amount of $300.00 was deposited on July 9, 2025 - Security Deposit $300.00)

Make Payable to: Dominga Ponce

Line Item: 220000-2000

Please send to: Attn: Todd Wilhelmi
26304 Lexington Oaks Blvd.
Wesley Chapel, FL 33544

Lexington Oaks Clubhouse

Check Request

Lexington Oaks CDD
Lexington Oaks Clubhouse
26304 Lexington Oaks Blvd
Wesley Chapel, FL 33544

Date: February 17, 2025

Check Requests: $300.00 for Security Deposit Cash for Event held on February 9th at the Community Center.

(Cash in the amount of $500.00 was deposited on February 13, 2025 – Security Deposit $300.00, Rental $200.00)

Make Payable to: Jose Jimenez

Line Item: 220000-2000

Please send to: Attn: Todd Wilhelmi
26304 Lexington Oaks Blvd.
Wesley Chapel, FL 33544

INVOICE

MARVELUX

DECORATING ELVES

Decorating Elves, Inc. -dba- Marvelux Lighting
13670 Roosevelt Blvd, Suite B
Clearwater , FL 33762
(727) 474-2628
FL Lic# ES12000805 , CLVLT# 1162, COLD

www.marveluxlighting.com

Billing Address

Lexington Oaks CDD
Todd Wilhelmi
210 N University Drive
Suite 702
Coral Springs, FL 33071
(813) 907-8718

Service Address

Lexington Oaks CDD
Todd Wilhelmi
26304 Lexington Oaks Blvd
Wesley Chapel, FL 33544
(813) 907-8718

Invoice #	I231827579
Date	March 16, 2026
Proposal	March 06, 2026
Service Date	March 16, 2026
Balance Due	$646.47

Prepared by Nick Schriver (nick@decoratingelves.com)

NOTES

upon arrival got started by turning system on and checking all existing lights. labeled the ones not working. pulled all fixtures that were not working. we then moved some of the existing lifts that were working, to areas where light was needed that fixtures were pulled from earlier that were broken. adjusted all lights as needed and put lights it optimal locations. we also no feed the lights on the exit side of the street, moving the lights from one side of the tree to the other so they would no longer look like headlights and would not flare into drivers eyes anymore. coated away all debris near all fixtures. buried all lines that were exposed. capped off all locations where lights were removed and no lights were added in their place. changed all lights to 3k that had the ability to do so (2). checked all lights were working after job completion.

Item	Description	Quantity	Amount
Service Call	Service Call - Landscape Lighting Repair Front Entry Repair at Lexington Oaks Blvd & Wesley Chapel Blvd Remove 2 fixtures on post in grass on N side, no tree. Relocate to Replace failed fixtures at Oak Trees as possible. Remove posts, Cap and Replace connectors. Place 2" Hub Piece over and bury at grade to avoid mowers. S side similar area Oak Tree with two fixtures that are causing glare to resemble headlights. relocate 1 fixture to back side, aim and adjust other to where tree blocks it. add metal flashing as glare shield. Adjust floods on monuments to 3K output, done on the back 1 extra hour of service walk-thru clear plant material and aim remaining fixtures.	1	$125.00
Daily Rate	Daily Labor Rate per Technician	1	$735.00
Dry Cons	DryCons - Heavy Duty Direct Burial Underground Silicone Filled and sealed Wire Nuts - pair	7 1	$49.00
In ground hub	2" PVC In ground hub w cover	6	$8·

120v 12/2 DB Wire	12/2 120v Direct Burial Cable	16	$50.08
Post Stake w Outlet	Black PVC Outdoor Post 3"x3"x21" with 1/2" fixture mount and outlet space	0	$0.00
Convenience Fee	Convenience Fee of 2.5% on Credit Card Processing	1	$7.93

Subtotal	$1,051.01
Tax	$0.00
Total	$1,051.01
Credit Card 01983G on 3/9/2026	$404.54
Balance Due	$646.47

T E R M S

Due upon receipt. Finance charges may accrue.

Financing

Split the cost into easy monthly payments with wisetack

From $29.50/month at 8.90% APR for 24 months, totaling $708.10*.

- Instant decision
- No hidden fees
- Checking eligibility does not impact your credit score

Click here to see monthly payment options

**All financing is subject to credit approval. Your terms may vary. Payment options through Wisetack are provided by our lending partners. See http://www.wisetack.com/lenders. See additional terms at http://www.wisetack.com/faqs.*

verizon business
PO BOX 489
NEWARK, NJ 07101-0489

Account:
Invoice: 6137968360
Billing period: Feb 8 - Mar 7, 2026
Due date: Past Due

LEXINGTON OAK CDD
INFRAMARK
11555 HERON BAY BLVD STE 201
CORAL SPRINGS, FL 33076

00019169
M102

Manage your account at **verizon.com/mybusiness**

We updated the design of your bill. Learn more about these updates at **verizon.com/business/billupdates**

We appreciate your business with this account since 08/09/2007.

Snapshot of your bill

(details on page 5)

Balance from last bill	$80.13
No Payment Received	$0.00
Balance Forward (due immediately)	$80.13
This month's charges due by Apr 06, 2026 (includes late fee of $5.00)	$85.13
Total due	**$165.26**

Save time & money when you enroll in paper-free billing and Auto Pay using a bank account or the Verizon Business Mastercard. See page 2 for details.

Review your bill online

Scan QR code with your camera app or go to **verizon.com/business/bill**

verizon business

LEXINGTON OAK CDD
INFRAMARK
11555 HERON BAY BLVD STE 201
CORAL SPRINGS, FL 33076

Bill Date	March 07, 2026
Account Number	
Invoice Number	6137968360

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$165.26

$ ☐☐☐.☐☐

PO BOX 16810
NEWARK, NJ 07101-6810

NOTICE: Bank account and routing numbers will be retained to enable future payments by phone or online. To opt out, call 1-866-544-0401.

verizon business

Account:
Invoice: 6137968360
Billing period: Feb 8 - Mar 7, 2026
Due date: Past Due

Payment Summary

Previous Balance	**$80.13**
No Payment Received	
No Payment Received	$0.00
Total Payments	**$0.00**
Balance Forward (due immediately)	**$80.13**

Questions about your bill?
verizon.com/business/support
800-922-0204

You may be eligible for a discount by enrolling in Auto Pay and paper-free billing, depending on your plan.

See eligible plans at verizon.com/business/payoptions

You can enroll in Auto Pay by:
1. Logging in or Registering for My Business at verizon.com/mybusiness.
2. Calling our Automated Payment Option Enrollment system at 866-868-3882.
3. Signing the remit slip below and mailing with check.

You can enroll in paper-free billing by:
1. Logging into your My Business Account > Billing > Manage payments > Paper-free billing.

Eligible payment methods for potential discount include:
1. Bank Account
2. Verizon Business Mastercard

Written notations included with or on your payment will not be reviewed or honored. Please send correspondence to:
Verizon Wireless Attn: Correspondence Team PO Box 15069 Albany, NY 12212

Automatic Payment Enrollment for Account: 820984375-00001 LEXINGTON OAK CDD

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. You agree to receive all Auto Pay related communications electronically. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box. 2. Sign name in box below, as shown on the bill and date. 3. Return this slip with your payment. Do not send a voided check.

verizon business

Account:
Invoice: 6137968360
Billing period: Feb 8 - Mar 7, 2026
Due date: Past Due

Account Level Charges Details

Account Level Charges include charges shared for this account

Other Charges & Credits

Late Fee	$5.00

verizon business

Account:
Invoice: 6137968360
Billing period: Feb 8 - Mar 7, 2026
Due date: Past Due

Explanation of Charges: Account Charges and Line Charges

Usage and Purchase Charges

	Page Number	Monthly Charges	Usage and Purchase Charges	Equipment Charges	Surcharges & Other Charges and Credits	Taxes, Governmental Surcharges & Fees	Third-Party Charges (includes Tax)	Total Charges	Voice Plan Usage	Msg Usage	Data Usage	Voice Roaming	Msg Roaming	Data Roaming
Account Level Charges	3	--	--	--	$5.00	--	--	$5.00						
Lines Charges														
813-597-1288 Todd Wilhemi	5	$40.00	--	$19.44	$7.68	$1.39	--	$68.51	293	109	.903GB	--	--	--
813-951-0701 Business Bundle	7	$10.00	--	--	$1.62	--	--	$11.62	--	--	--	--	--	--
Total Charges		**$50.00**	**$0.00**	**$19.44**	**$14.30**	**$1.39**	**$0.00**	**$85.13**						

verizon business

Account:
Invoice: 6137968360
Billing period: Feb 8 - Mar 7, 2026
Due date: Past Due

Charges by line details

Todd Wilhemi
813-597-1288
iPhone 13 128 Midnight **$68.51**

Monthly Charges $40.00

Plan

Business Unlimited Essential	03/08 - 04/07	$35.00

Features & Add Ons

Plan Rate Adjustment	03/08 - 04/07	$5.00

Equipment Charges $19.44

iPhone 13 128 Midnight $19.44
Device Payment Agreement 1902084622 - Payment 34 of 36
Paid $622.23
Past Due $19.44
Balance (after this month's current payment) $38.88

Usage and Purchase Charges $0.00

Voice		Allowance	Used	Billable	Cost
Calling Plan (02/08 - 03/07)	minutes	unlimited	293	--	--
Total Voice					$0.00

Messaging		Allowance	Used	Billable	Cost
Text (02/08 - 03/07)	messages	unlimited	93	--	--
Unlimited M2M Text (02/08 - 03/07)	messages	unlimited	3	--	--
Picture & Video - Sent (02/08 - 03/07)	messages	unlimited	3	--	--
Picture & Video - Rcv'd (02/08 - 03/07)	messages	unlimited	10	--	--
Total Messaging					$0.00

Data		Allowance	Used	Billable	Cost
Gigabyte Usage(02/08 - 03/07)	gigabytes	unlimited	.903	--	--
Total Data					$0.00

Surcharges and Other Charges $7.68

Surcharges

Fed Universal Service Charge	$0.71

Your Plan

Business Unlimited Essential
$35.00 monthly charge
Unlimited monthly minutes

UNL Text Messaging
Unlimited M2M Text
Unlimited Text Message

Email & Web Unlimited
Unlimited monthly gigabyte

UNL Picture/Video MSG
Unlimited monthly Picture & Video

Usage and Purchase Charges

Usage and Purchase Charges consist of charges resulting from usage outside of your plan or feature allowance. It may also include international charges.

verizon business

Charges by line details (continued)

Todd Wilhemi
813-597-1288
iPhone 13 128 Midnight

Regulatory Charge	$0.21
Administrative Charge	$3.78
Other Charges and Credits	
Economic Adjustment Charge	$2.98
Taxes, Governmental Surcharges and Fees	**$1.39**
FL State 911 Fee	$0.40
FL Communications Service Tax	$0.56
Coral Springs Com Srvc Tax	$0.43
Total Current Charges for 813-597-1288	**$68.51**

verizon business

Account:
Invoice: 6137968360
Billing period: Feb 8 - Mar 7, 2026
Due date: Past Due

Charges by line details

Business Bundle
813-951-0701
Arris Nvg558Hx Router **$11.62**

Monthly Charges $10.00

Plan

4G LTE Internet Backup 250MB	03/08 - 04/07	$10.00

5G products aren't eligible for the access fee discounts generally offered through your employer or organization.

Surcharges and Other Charges $1.62

Surcharges

Regulatory Charge	$0.02
Administrative Charge	$1.60

Total Current Charges for 813-951-0701 **$11.62**

Your Plan

4G LTE Internet Backup 250MB
$10.00 monthly charge
$.25 per minute

250MB $15/GB
250 monthly gigabyte allowance
$15.00 per GB after allowance

Advanced Energy Solutions
of America, LLC
PO Box 82973
Tampa, FL 33682

Invoice

Invoice #: 13698
Invoice Date: 3/2/2026
Due Date: 4/1/2026
Project: 13698
P.O. Number:

Bill To:
LEXINGTON OAKS
26304 LEXINGTON OAKS BLVD
WESLEY CHAPEL, FL 33544

Description	Hours/Qty	Rate	Amount
Hawthorne			
Check gate operation 2/26/2026 - 2/27/2026 Inspected gate operators, found entry side gate had loose pulley on electric motor side due to set screws backing out. Added thread locker to set screw and re-tightened onto motor shaft, tested for function and reset cams for swing limit. Exit gate would not open on AK tail, found DC batteries were dead, replaced batteries and tested for function. Both gates operated properly several times. *Gate code 5050 was written in sharpie on code box.			
MATERIALS USED ON JOB		106.34	106.34
Jason Witfoth LABOR 1st 1/2 Hour	1	90.00	90.00
Jason Witfoth LABOR TECHNICIAN	2	90.00	180.00

Total	$376.34
Payments/Credits	$0.00
Balance Due	$376.34

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.

Your Touchstone Energy® Cooperative

P.O. Box 278 • Dade City, Florida 33526-0278

Account Number	1265883 Cycle 18
Meter Number	33120623
Customer Number	10158737
Customer Name	LEXINGTON OAKS CDD ANDREW P MENDENHALL

Bill Date	02/25/2026
Amount Due	47.88
Current Charges Due	03/20/2026

District Office Serving You
One Pasco Center

See Reverse Side For More Information

Service Address SPECTACULAR BID DR
Service Description ENTRANCE
Service Classification General Service Non-Demand

ELECTRIC SERVICE

From Date	From Reading	To Date	To Reading	Multiplier	Dem. Reading	KW Demand	kWh Used
01/23	37064	02/23	37137				73

Comparative Usage Information
Average kWh

Period	Days	Per Day
Feb 2026	31	2
Jan 2026	32	3
Feb 2025	29	3

BILLS ARE DUE WHEN RENDERED
A 1.5 percent, but not less than $5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.

Previous Balance		49.66
Payment	49.66CR	
Balance Forward		0.00
Customer Charge	39.16	
Energy Charge 73 KWH @ 0.06090	4.45	
Fuel Adjustment 73 KWH @ 0.04200	3.07	
FL Gross Receipts Tax	1.20	
Total Current Charges		47.88
Total Due E.F.T.		47.88

1 0 1 5 8 7 3 7

You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

DO NOT PAY
Total amount will be electronically transferred on or after 03/13/2026.

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.

Your Touchstone Energy® Cooperative

P.O. Box 278 • Dade City, Florida 33526-0278

Please **Detach and Return** This Portion With Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Bill Date: 02/25/2026

Use above space for address change ONLY.

District: OP18

1265883 **OP18**
LEXINGTON OAKS CDD
ANDREW P MENDENHALL
C/O INFRAMARK
11555 HERON BAY BLVD STE 201
POMPANO BEACH FL 33076-3361

Electronic Funds Transfer on or after	03/13/2026
TOTAL CHARGES DUE	47.88
DO NOT PAY	

Spectrum BUSINESS®

February 28, 2026
Invoice Number: 1294149022826
Account Number:
Security Code: **1856**
Service At: 5442 SPECTACULAR BID DR
GTHS
WESLEY CHAPEL FL 33544-5574

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at **855-252-0675**

Auto Pay Notice

NEWS AND INFORMATION

You're eligible for the nation's most reliable Internet. Call 1-844-938-0332.

Pick the right TV package for your business. Stream popular news, sports and entertainment channels! Call 1-833-517-0709 today.



Summary *Service from 02/28/26 through 03/27/26 details on following pages*

Previous Balance	50.00
Payments Received -Thank You!	-50.00
Remaining Balance	**$0.00**
Spectrum Business™ Voice	50.00
Other Charges	5.00
Taxes, Fees and Charges	11.39
Current Charges	$66.39
YOUR AUTO PAY WILL BE PROCESSED 03/15/26	
Total Due by Auto Pay	**$66.39**

Thank you for choosing Spectrum Business.
We appreciate your prompt payment and value you as a customer.

Auto Pay - Thank you for signing up for Auto Pay. Please note your payment may be drafted and posted to your Spectrum Business account the day after your transaction is scheduled to be processed by your bank.

Spectrum BUSINESS®

4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8633 2390 DY RP 28 03012026 NNNNNNNN 01 001395 0005

Lexington Oaks
210 N UNIVERSITY DR STE 702
CORAL SPRINGS FL 33071-7320

February 28, 2026
Lexington Oaks
Invoice Number: 1294149022826
Account Number:
Service At: 5442 SPECTACULAR BID DR
GTHS
WESLEY CHAPEL FL 33544-5574

Total Due by Auto Pay **$66.39**

CHARTER COMMUNICATIONS
PO BOX 7186
PASADENA CA 91109-7186

February 28, 2026

Lexington Oaks
Invoice Number: 1294149022826
Account Number:
Security Code: **1856**

Spectrum BUSINESS

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at **855-252-0675**

8633 2390 DY RP 28 03012026 NNNNNNNN 01 001395 0005

Charge Details

Previous Balance		50.00
EFT Payment	02/15	-50.00
Remaining Balance		**$0.00**

Payments received after 02/28/26 will appear on your next bill.

Service from 02/28/26 through 03/27/26

Spectrum Business™ Voice

Phone number (813) 994-2873

Spectrum Business Voice	50.00
	$50.00

For additional call details,
please visit SpectrumBusiness.net

Spectrum Business™ Voice Total	$50.00

Other Charges

Payment Processing	10.00
Auto Pay Discount	-10.00
Paper Bill Statement Charge	5.00
Other Charges Total	$5.00

Taxes, Fees and Charges

Regulatory Cost Recovery Fee	1.39
State and Local Sales Tax	0.41
Federal Universal Service Fund	3.77
State TRS Surcharge	0.08
E911 Fee	0.40
Communications Services Tax	5.34
Taxes, Fees and Charges Total	$11.39

Current Charges	**$66.39**
Total Due by Auto Pay	**$66.39**

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service – In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Notice - Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Spectrum provided services.

Insufficient Funds Payment Policy - Charter may charge an insufficient funds processing fee for all returned checks and bankcard charge-backs. If your check, bankcard (debit or credit) charge, or other instrument or electronic transfer transaction used to pay us is dishonored, refused or returned for any reason, we may electronically debit your account for the payment, plus an insufficient funds processing fee as set forth in your terms of service or on your Video Services rate card (up to the amount allowable by law and any applicable sales tax). Your bank account may be debited as early as the same day payment is dishonored, refused or returned. If your bank account is not debited, the returned check amount (plus fee) must be replaced by cash, cashier's check or money order.

Billing Practices - Spectrum Business mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Continued on the next page....

Local Spectrum Store: 6013 Wesley Grove Blvd, Ste 108C, Wesley Chapel FL 33544 Store Hours: Mon thru Sat - 10:00am to 8:00pm; Sun - 12:00pm to 5:00pm

Spectrum BUSINESS

For questions or concerns, please call **1-866-519-1263.**

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.
Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Account Number	**1265871** Cycle 18
Meter Number	93039864
Customer Number	10158737
Customer Name	LEXINGTON OAKS CDD ANDREW P MENDENHALL

Bill Date	**02/25/2026**
Amount Due	**50.08**
Current Charges Due	**03/20/2026**

District Office Serving You
One Pasco Center

See Reverse Side For More Information

Service Address SILVER CHARM TER
Service Description ENTRANCE 7
Service Classification General Service Non-Demand

ELECTRIC SERVICE

From Date	From Reading	To Date	To Reading	Multiplier	Dem. Reading	KW Demand	kWh Used
01/23	55735	02/23	55829				94

Comparative Usage Information
Average kWh

Period	Days	Per Day
Feb 2026	31	3
Jan 2026	32	3
Feb 2025	29	3

BILLS ARE DUE WHEN RENDERED
A 1.5 percent, but not less than $5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.

Previous Balance		50.40
Payment	50.40CR	
Balance Forward		0.00
Customer Charge	39.16	
Energy Charge 94 KWH @ 0.06090	5.72	
Fuel Adjustment 94 KWH @ 0.04200	3.95	
FL Gross Receipts Tax	1.25	
Total Current Charges		50.08
Total Due E.F.T.		50.08

1 0 1 5 8 7 3 7

You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

DO NOT PAY
Total amount will be electronically transferred on or after 03/13/2026.

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.
Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Please **Detach and Return** This Portion With Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Bill Date: 02/25/2026

Use above space for address change ONLY.

District: OP18

1265871 **OP18**
LEXINGTON OAKS CDD
ANDREW P MENDENHALL
C/O INFRAMARK
11555 HERON BAY BLVD STE 201
POMPANO BEACH FL 33076-3361

Electronic Funds Transfer on or after	03/13/2026
TOTAL CHARGES DUE	50.08
DO NOT PAY	

CHECK REQUEST #1

Date:	March 2, 2026	
Vendor #:	V00055	Lexington Oaks CDD c/o US Bank - 2021B Series
Inv #:	03022026-208B	
Amount:	$5,915.86	
GL Code:	208.131000.1000	
Description:	Transfer Assessments Collections FY2025-26 to US Bank	
Mailing Instructions	Send to US Bank via Fedex and include letter	
Requestor	Ruben Nesbitt	
Supervisor's Approval	Lucus Mc Donald 3/3/2026	

CHECK REQUEST #2

Date:	March 2, 2026	
Vendor #:	V00055	Lexington Oaks CDD c/o US Bank - 2021A Series
Inv #:	03022026-208A	
Amount:	$7,641.89	
GL Code:	208.131000.1000	
Description:	Transfer Assessments Collections FY2025-26 to US Bank	
Mailing Instructions	Send to US Bank via Fedex and include letter	
Requestor	Ruben Nesbitt	
Supervisor's Approval	Lucius Mc Donald 3/3/2026	

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0845 **DATE:** 6/16/2026

SUBJECT: Lexington Oaks Community Development District Board Meeting - March 19, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. 2026-03-19 Lexington Oaks Agenda Package

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Lexington Oaks Community Development District

March 19, 2026

Agenda Package

2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33706

CLEAR PARTNERSHIPS



Lexington Oaks Community Development District

Board of Supervisors
Rick Carroll, Chairman
Terry Bechtel, Vice Chairman
William Palermo, Assistant Secretary
Scott A. Carlson, Assistant Secretary
Butch Straber, Assistant Secretary

Mark Vega, District Manager
Whitney Sousa, District Counsel
Stephen Brletic, District Engineer
Todd Wilhelmi, Site Manager
Ruben Nesbitt, Accountant
John Fowler, Field Service Inspector
Diana Kapatsyna, District Admin Assistant

Regular Meeting Agenda
Thursday, March 19, 2026 – 6:30 p.m.

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Audience Comments**
4. **Items for Consideration, Additions, Deletions**
5. **Staff Report**
   - A. Accounting Staff Report
   - B. Engineer's Report
   - C. Counsel's Report
   - D. Site Manager's Report
     - i. Irrigation Report
   - E. District Manager's Report
6. **Consent Agenda**
   - A. Ratification of Proposal Irrigation Supplementation for Reclaimed Water ..... Page 3
   - B. Minutes of February 19, 2026 Regular Meeting and March 5, 2026 Workshop ..... Page 6
   - C. Review of the January 2026 Financials ..... Page 12
7. **Supervisors' Requests and Comments**
8. **Adjournment**

The next Workshop is scheduled for Thursday, April 2, 2026 at 9:00 a.m.
The next Meeting is scheduled for Thursday, April 16, 2026 at 6:30 p.m.

District Office:
Inframark, LLC
2005 Pan Am Circle, Suite 300
Tampa, Florida 33706
813-991-1140

Meeting Location:
Lexington Oaks Community Center
26304 Lexington Oaks Boulevard
Wesley Chapel, Florida 33544
813-907-8718

www.lexingtonoakscdd.org

BALLENGER LANDCARE

Proposal #821

Date: 2/5/2026

Customer:	Property:
Lexington Oaks CDD C/O Inframark IMS 11555 Heron Bay Blvd Ste. 201 Tampa, FL 33076	Lexington Oaks CDD 26304 Lexington Oaks Blvd. Wesley Chapel, FL 33544

Well & Pump installation - Connection and irrigation relocation to supplement reclaim water

This proposal is for the Well & Pump installation - Connection and irrigation relocation to supplement Reclaim water

Well & Pump Installation

Well Drilling - 5" Proposed Feet Drilled +/- 250 ft

Well Casing - 5" Galvanized Steel Proposed Feet Installed +/- 105

Permits, Mobilization, Well Development, Pump Installation and Tuning

Pump Package- System will produce up to 95 GPM @ 60 PSI

84' - 2" Galvanized Steel TNC Drop Pipe

90' - 10/3 AWG Double Jacketed Submersible Pump Wire with Ground

5"x2" Stainless Steel Well Seal

Grundfos Smartflo 75 VFD - 7.5HP 230V 1PH or 3PH Input / 230V 3PH Output

Grundfos 7.5HP 230V 3 PH Stainless Steel Submersible Motor

Grundfos 77S75-15 All Stainless Steel Submersible Pump

Grundfos 1/2" Stainless Steel Pressure Transducer - 4-20ma | 0-120 PSI

Challenger 20 Gallon Pressure Tank

2" Stainless Steel Constant Pressure Manifold

2" Stainless Steel Ball Valve

2" Stainless Steel Liquid Filled Pressure Gauge

1" Stainless Steel Braided Accessory Hose with 45 degree swivel fitting

3/4" Stainless Steel Pressure Relief Valve (100 PSI)

3/4" Stainless Steel Hose Bibb

24"x24" Diversitech Equipment Pad

4"x4"x8' Reinforced Concrete Post

*Labor and Materials have a 1 year warranty

Irrigation connection , Relocation & redesign

Includes Connections to Well & Pump system as well as relocation or redesign zones.

250 ft of 6" pipe

All connections, couplers & 90'.

Well & Pump Installation

PMP - Well & Pump Installation

PMP - Well & Pump Installation Price:	**$35,000.00**

Irrigation Enhance

Irrigation Enhance Price:	**$27,600.68**

Subtotal	$62,600.68
Estimated Tax	$0.00
Total	**$62,600.68**

Terms & Conditions

By Christopher Zotti

Christopher Zotti

Date 2/5/2026

Ballenger Landcare Inc

By _____

Date _____

Lexington Oaks CDD

MINUTES OF MEETING
LEXINGTON OAKS
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Lexington Oaks Community Development District was held on Thursday, February 19, 2026 at 6:33 p.m. at the Lexington Oaks Clubhouse, 26304 Lexington Oaks Boulevard, Wesley Chapel, Florida.

Present and constituting a quorum were:

Rick Carroll	Chairman
Terry Bechtel	Vice Chairman
Butch Straber	Assistant Secretary
Scott A. Carlson	Assistant Secretary
William Palermo	Assistant Secretary

Also presents were:

Mark Vega	District Manager

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS **Roll Call**

The roll was called. A quorum was established.

SECOND ORDER OF BUSINESS **Pledge of Allegiance**

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS **Audience Comments**

No Audience present.

FOURTH ORDER OF BUSINESS **Items for Consideration, Additions, Deletions**

By Board Consensus, vendors were moved earlier on the agenda.

FIFTH ORDER OF BUSINESS **Staff Report**

A. Accounting Staff Report

None.

B. Field Inspection Report

Moving forward this report will be called the Irrigation Report.

Mr. Zotti will reach out to the Golf Course about zones. Mr. Zotti will provide proposals for community wide gate valves and a pressure logger.

C. Engineer's Report

None at this time.

D. Counsel's Report

None at this time.

E. Site Manager's Report

i. Landscape Report

ii. Irrigation Report

This discussion occurred at the beginning of the fifth order of business.

vi. Consideration of Proposal Irrigation Supplementation for reclaimed water

Discussion will continue at the workshop with the District Engineer.

Ballenger stated they would cover the permit cost.

Mr. Carlson requested that Ballenger be prepared to discuss the loss of sod in Zone 7 and proposed a plan moving forward.

v. Consideration of Proposal Pressure Logger

On MOTION by Mr. Carlson, seconded by Mr. Bechtel, a Not-To-Exceed amount of $1,050.00 for Proposal Pressure Logger was approved as presented. 5-0

On MOTION by Mr. Carlson, seconded by Mr. Straber, the proposal #754 from Ballenger in the amount of $2,562.00 for installation 2″×4″ Gate Valves was approved as presented. 5-0

iv. Consideration of Precision Sidewalk Safety Proposal

On MOTION by Mr. Carlson, seconded by Mr. Bechtel, the Precision Sidewalk Safety Proposal in the amount of $47,089.00 for sidewalk grinding to address ¼″-2″, a total count of 539 was approved as presented. 5-0

F. District Manager's Report

i. Discussion on Workshop Time Change

The Board discussion ensued; the matter was tabled.

Mr. Carlson stated that Arturo is not permitted on District property.

ii. Discussion of Inframark Agreement

On MOTION by Mr. Bechtel, seconded by Mr. Straber, the Inframark Agreement was approved as presented. 5-0

SIXTH ORDER OF BUSINESS **Consent Agenda**

A. Minutes of January 22, 2026 Meeting

B. Review of the December 2025 Financials

On MOTION by Mr. Bechtel, seconded by Mr. Carrol the consent agenda was amended correcting the 8th Order of Business to 4-0 were approved as presented. 5-0

SEVENTH ORDER OF BUSINESS **Supervisors' Requests and Comments**

Mr. Bechtel had no requests.

Mr. Palermo inquired as to when the basketball court would reopen.

Mr. Straber inquired regarding the status of the HOA sidewalk matter.

EIGHTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Palermo, seconded by Mr. Bechtel, with all in favor, the meeting was adjourned at 8:38 pm.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

MINUTES OF MEETING
LEXINGTON OAKS
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Lexington Oaks Community Development District was held on Thursday, March 5, 2026 at 9:00 a.m. at the Lexington Oaks Clubhouse, 26304 Lexington Oaks Boulevard, Wesley Chapel, Florida.

Present and constituting a quorum were:

Rick Carroll	Chairman
Terry Bechtel	Vice Chairman
Butch Straber	Assistant Secretary
Scott A. Carlson	Assistant Secretary
William Palermo	Assistant Secretary

Also presents were:

Mark Vega	District Manager
Stephen Brletic	District Engineer *(via conference call)*
Todd Wilhelmi	Site Manager

The following item was discussed during March 5, 2026, Lexington Oaks Community Development District Workshop; no motions, votes or actions were taken. Any action to be taken on the items listed below will occur at a regular meeting of the Board of Supervisors.

FIRST ORDER OF BUSINESS **Open Workshop**

The workshop opened.

SECOND ORDER OF BUSINESS **Pledge of Allegiance**

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS **Audience Comments**

No Audience present.

FOURTH ORDER OF BUSINESS **Site Manager Report**

i. Consideration of Proposal Irrigation Supplementation for reclaimed water

The Board provided consensus to ratify the permit expense at a next meeting on the consent

agenda, in an amount Not-To-Exceed $3,000.

FIFTH ORDER OF BUSINESS District Engineering

Mr. Brletic reported that he is working with Superior regarding the basketball court resurfacing punch list.

FOURTH ORDER OF BUSINESS Site Manager Report

ii. Discussion of Ballenger Dead Plant Plan

Ballenger reported that irrigation zone 7 is currently down.

Ballenger will replace sod and 9 viburnum plants as part of the remediation plan.

iii. Discussion of Yellowstone Dead Plant Plan

Yellowstone advised that they will replace 6 viburnum plants.

During the discussion, Mr. Palermo exited the meeting.

iv. Marvelux Lighting Presentation

Mr. Schriver, CEO of Marvelux Lighting, provided a presentation to the Board.

Mr. Schriver advised that a proposal will be provided in three parts by our April 2nd workshop.

v. Discussion of Playground Repair Proposal – New Proposals Enroute

Tabled.

FIFTH ORDER OF BUSINESS District Engineering

This item was discussed earlier in the meeting.

SIXTH ORDER OF BUSINESS District Manager

i. Discussion on Workshop Time Change

Tabled.

ii. Discussion for Maintenance of Pond 27D

Mr. Vega updated the Board regarding resident concern related to Pond 27D.

SEVENTH ORDER OF BUSINESS District Counsel

No report.

EIGHTH ORDER OF BUSINESS Supervisors' Requests

Mr. Bechtel had no request.

Mr. Straber advised that he will send a letter to the newspaper regarding trees.

Mr. Carroll had no request.

The Board provided consensus to allow the County to install a chain-link fence around the lift station.

NINTH ORDER OF BUSINESS **Close Workshop**

There being no further business, the workshop has been declared adjourned at 11:55 a.m.

_____
Secretary/Assistant Secretary

Notes to the Financial Statements

Financial Overview / Highlights

- Total revenues are currently at 90.04% of the annual budget. 93.66% of special assessments have been collected through January.
- Total expenditures are at approximately 40.34% of the annual budget.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Explanation
Expenditures - General Fund				
Administration				
ProfServ-Special Assessment	$13,310	$13,310	100%	Inframark - assessment/revenue collection services.
ProfServ-Trustee Fees	$6,914	$7,323	94%	U.S. Bank - trustee fees for FY 2026.
Insurance-General Liability	$17,183	$17,607	98%	EGIS Insurance Advisors - premium paid for FY 2026.
Field				
Insurance-Property	$31,060	$33,647	92%	EGIS Insurance Advisors - premium paid for FY 2026.
R&M-Irrigation	$31,154	$30,000	104%	Ballenger Landcare - irrigation repairs $30,133; other miscellaneous repairs.
R&M-Mulch	$22,792	$22,040	103%	Southeast Spreading Company - mulch installation pine bark.
R&M-Annuals	$11,150	$26,250	42%	Yellowstone Landscape - annual installation.
Utilities				
Contracts-Solid Waste Service	$1,750	$1,735	101%	Waste Connections of FL - services for solid waste.
Parks and Recreation				
Workers Compensation	$4,395	$8,490	52%	EGIS Insurance Advisors - premium paid for FY 2026.
Contract-Security Alarms	$2,247	$1,000	225%	Time on Target Pro Security - security monitoring $1,360; other monitoring fees.
R&M-Clubhouse	$13,251	$20,000	66%	Advanced Energy Solutions - repair electrical devices & panels, replace a/c heat breaker $4,080; Tim Hawk - install heat kit, clean air ducts, a/c repairs $8,387; other miscellaneous supplies and repairs.
R&M-Pools	$5,387	$15,000	36%	Brennick Brothers - repair pool heater, installed air bleeders $4,372; Cooper Pools - install separation tank $300; other miscellaneous supplies and repairs.
Holiday Lighting & Decorations	$10,334	$6,000	172%	FLP - lighting and holiday decorations.
Reserves				
Reserve - Boundary Walls/Fences/Monuments	$68,615	$20,000	343%	Superior Sealers - barrier wall repair.
Reserve - Parks	$27,636	$30,000	92%	Superior Sealers - resurface basketball court.
Reserve - Ponds & Drainage	$107,150	$100,000	107%	Finn Outdoor - pond bank repair.
Reserve - Sidewalks & Irrigation	$21,927	$20,000	110%	Precision Sidewalk Saftey Corp. - sidewalk repairs.

The notes are intended to provide additional information helpful when reviewing the financial statements.

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Lexington Oaks Community Development District

Financial Report

January 31, 2026

CLEAR PARTNERSHIPS



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LEXINGTON OAKS

Community Development District

Financial Statements

(Unaudited)

January 31, 2026

Balance Sheet
January 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND - HAWTHORNE GATE	GENERAL FUND - PREAKNESS GATE	SERIES 2021 DEBT SERVICE FUND	TOTAL
ASSETS					
Cash - Checking Account	$ 2,204,215	$ -	$ -	$ -	$ 2,204,215
Accounts Receivable	563	-	-	-	563
Due From Other Districts	1,696	-	-	-	1,696
Due From Other Funds	-	140,850	219,895	8,899	369,644
Investments:					
Money Market Account	143,403	-	-	-	143,403
Prepayment Account B	-	-	-	40	40
Reserve Fund A	-	-	-	23,353	23,353
Reserve Fund B	-	-	-	12,245	12,245
Revenue Fund A	-	-	-	244,489	244,489
Revenue Fund B	-	-	-	121,398	121,398
Prepaid Items	8,692	-	-	-	8,692
Utility Deposits - TECO	855	-	-	-	855
TOTAL ASSETS	**$ 2,359,424**	**$ 140,850**	**$ 219,895**	**$ 410,424**	**$ 3,130,593**
LIABILITIES					
Accounts Payable	$ 25,087	$ 595	$ 50	$ -	$ 25,732
Sales Tax Payable	117	8	3	-	128
Deposits	600	-	-	-	600
Due To Other Funds	369,644	-	-	-	369,644
TOTAL LIABILITIES	**395,448**	**603**	**53**	**-**	**396,104**

Balance Sheet
January 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND - HAWTHORNE GATE	GENERAL FUND - PREAKNESS GATE	SERIES 2021 DEBT SERVICE FUND	TOTAL
FUND BALANCES					
Nonspendable:					
Prepaid Items	8,692	-	-	-	8,692
Deposits	855	-	-	-	855
Restricted for:					
Debt Service	-	-	-	410,424	410,424
Assigned to:					
Operating Reserves	361,129	1,183	1,180	-	363,492
Reserves - Boundary Walls/Fences/Monuments	28,952	-	-	-	28,952
Reserves - Clubhouse	55,000	-	-	-	55,000
Reserves - Fitness Center	34,915	-	-	-	34,915
Reserves - Gate	-	11,279	8,989	-	20,268
Reserves - Landscape	30,000	-	-	-	30,000
Reserves - Park	36,333	-	-	-	36,333
Reserves - Ponds & Drainage	34,300	-	-	-	34,300
Reserves - Pools	67,987	-	-	-	67,987
Reserves - Roadways	-	73,454	161,078	-	234,532
Reserves - Sidewalks	-	20,516	6,740	-	27,256
Reserves - Sidewalks & Irrigation	49,654	-	-	-	49,654
Reserves - Signs/Monuments/Fence	19,983	-	-	-	19,983
Unassigned:	1,236,176	33,815	41,855	-	1,311,846
TOTAL FUND BALANCES	**$ 1,963,976**	**$ 140,247**	**$ 219,842**	**$ 410,424**	**$ 2,734,489**
TOTAL LIABILITIES & FUND BALANCES	**$ 2,359,424**	**$ 140,850**	**$ 219,895**	**$ 410,424**	**$ 3,130,593**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-26 ACTUAL
REVENUES						
Interest - Investments	$ 70,000	$ 23,336	$ 24,118	$ 782	34.45%	$ 8,189
Room Rentals	20,000	6,664	4,091	(2,573)	20.46%	1,881
Interest - Tax Collector	2,234	746	1,728	982	77.35%	1,499
Special Assmnts- Tax Collector	1,845,499	1,674,689	1,728,508	53,819	93.66%	64,958
Special Assmnts- Discounts	(73,820)	(70,712)	(68,678)	2,034	93.03%	(1,911)
Other Miscellaneous Revenues	20,000	6,672	6,563	(109)	32.82%	-
TOTAL REVENUES	**1,883,913**	**1,641,395**	**1,696,330**	**54,935**	**90.04%**	**74,616**
EXPENDITURES						
Administration						
P/R-Board of Supervisors	24,000	8,000	8,200	(200)	34.17%	1,600
Payroll-Other	4,200	1,400	2,839	(1,439)	67.60%	755
FICA Taxes	2,157	719	627	92	29.07%	122
Unemployment Compensation	30	10	8	2	26.67%	2
ProfServ-Arbitrage Rebate	1,700	1,700	-	1,700	0.00%	-
ProfServ-Dissemination Agent	1,000	333	-	333	0.00%	-
ProfServ-Engineering	20,000	6,667	8,085	(1,418)	40.43%	1,830
ProfServ-Legal Services	30,000	10,000	4,319	5,681	14.40%	1,352
ProfServ-Mgmt Consulting	65,180	21,732	21,094	638	32.36%	5,274
ProfServ-Property Appraiser	150	150	-	150	0.00%	-
ProfServ-Special Assessment	13,310	13,310	13,310	-	100.00%	-
ProfServ-Trustee Fees	7,323	7,323	6,914	409	94.41%	-
ProfServ-Web Site Development	2,000	667	-	667	0.00%	-
Auditing Services	7,500	3,750	-	3,750	0.00%	-
Contract-Website Hosting	1,553	518	-	518	0.00%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-26 ACTUAL
Website Compliance	1,520	507	-	507	0.00%	-
Postage and Freight	800	272	361	(89)	45.13%	134
Insurance - General Liability	17,607	17,607	17,183	424	97.59%	-
Printing and Binding	800	272	-	272	0.00%	-
Legal Advertising	2,000	667	92	575	4.60%	-
Misc-Bank Charges	1,100	367	587	(220)	53.36%	150
Misc-Property Taxes	2,000	2,000	-	2,000	0.00%	-
Misc-Assessment Collection Cost	36,910	33,294	33,197	97	89.94%	1,261
Misc-County Tax Bill	4,267	4,267	5,152	(885)	120.74%	-
Office Supplies	250	83	-	83	0.00%	-
Annual District Filing Fee	175	175	175	-	100.00%	-
Total Administration	247,532	135,790	122,143	13,647	49.34%	12,480
Flood Control/Stormwater Mgmt						
Contracts-Lake and Wetland	24,600	8,200	8,200	-	33.33%	2,050
R&M-Lake	3,000	1,000	-	1,000	0.00%	-
R&M-Mitigation	2,500	833	-	833	0.00%	-
Total Flood Control/Stormwater Mgmt	30,100	10,033	8,200	1,833	27.24%	2,050
Field						
Contracts-Landscape	204,974	68,326	68,324	2	33.33%	17,081
Contracts-Irrigation	25,272	8,424	2,106	6,318	8.33%	2,106
Insurance - Property	33,647	33,647	31,060	2,587	92.31%	-
R&M-Entry Feature	8,000	2,667	1,615	1,052	20.19%	1,615
R&M-Irrigation	30,000	10,000	31,154	(21,154)	103.85%	2,638
R&M-Mulch	22,040	7,347	22,792	(15,445)	103.41%	-
R&M-Plant Replacement	60,000	20,000	3,062	16,938	5.10%	-
R&M-Sidewalk Cleaning	12,000	4,000	-	4,000	0.00%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-26 ACTUAL
R&M-Annuals	26,250	8,750	11,150	(2,400)	42.48%	-
R&M-Tree Replacement	10,000	3,336	-	3,336	0.00%	-
R&M-Tree Removal	65,000	21,667	7,900	13,767	12.15%	6,500
Misc-Contingency	150,000	50,000	-	50,000	0.00%	-
Capital Improvements	100,000	33,333	-	33,333	0.00%	-
Total Field	747,183	271,497	179,163	92,334	23.98%	29,940
Utilities						
Contracts-Solid Waste Services	1,735	578	1,750	(1,172)	100.86%	466
Communication - Teleph - Field	8,400	2,800	2,725	75	32.44%	725
Electricity - General	160,000	53,333	60,214	(6,881)	37.63%	23,913
Utility - Gas	50,000	16,667	21,138	(4,471)	42.28%	11,523
Utility - Water & Sewer	20,000	6,667	12,623	(5,956)	63.12%	3,956
Total Utilities	240,135	80,045	98,450	(18,405)	41.00%	40,583
Parks and Recreation						
Payroll-Salaries	120,000	40,000	37,972	2,028	31.64%	8,618
Payroll-Site Manager	75,289	25,097	25,977	(880)	34.50%	5,791
FICA Taxes	14,584	4,864	4,892	(28)	33.54%	1,102
Workers' Compensation	8,490	4,245	4,395	(150)	51.77%	-
Unemployment Compensation	200	67	14	53	7.00%	14
Contracts-Pools	45,000	15,000	11,295	3,705	25.10%	3,795
Contracts-Security Alarms	1,000	336	2,247	(1,911)	224.70%	749
Contracts-Sheriff	15,000	5,000	2,865	2,135	19.10%	1,665
Security Monitoring Services	9,000	3,000	-	3,000	0.00%	-
R&M-Clubhouse	20,000	6,672	13,251	(6,579)	66.26%	4,141
R&M-Parks	5,000	1,667	143	1,524	2.86%	-
R&M-Pools	15,000	5,000	5,387	(387)	35.91%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-26 ACTUAL
R&M-Fitness Center	10,000	3,333	2,779	554	27.79%	547
Misc-Property Taxes	1,400	1,400	-	1,400	0.00%	-
Security Enhancements	5,000	1,667	1,708	(41)	34.16%	-
Holiday Lighting & Decorations	6,000	2,000	10,334	(8,334)	172.23%	-
Op Supplies - Clubhouse	18,000	6,000	3,502	2,498	19.46%	1,853
Total Parks and Recreation	368,963	125,348	126,761	(1,413)	34.36%	28,275
Reserves						
R&M-Boundary Walls/Fences/Monuments	20,000	20,000	68,615	(48,615)	343.08%	-
Reserve - Clubhouse	15,000	15,000	-	15,000	0.00%	-
Reserve - Fitness Center	10,000	10,000	-	10,000	0.00%	-
Reserve - Landscaping	30,000	30,000	-	30,000	0.00%	-
Reserve - Parks	30,000	30,000	27,636	2,364	92.12%	3,651
Reserve - Pool	25,000	25,000	-	25,000	0.00%	-
Reserve-Ponds & Drainage	100,000	100,000	107,150	(7,150)	107.15%	58,150
Reserve-Sidewalks & Irrigation	20,000	20,000	21,927	(1,927)	109.64%	-
Total Reserves	250,000	250,000	225,328	24,672	90.13%	61,801
TOTAL EXPENDITURES & RESERVES	**1,883,913**	**872,713**	**760,045**	**112,668**	**40.34%**	**175,129**
Excess (deficiency) of revenues Over (under) expenditures	-	768,682	936,285	167,603	0.00%	(100,513)
Net change in fund balance	$ -	$ 768,682	$ 936,285	$ 167,603	0.00%	$ (100,513)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**1,027,691**	**1,027,691**	**1,027,691**			
FUND BALANCE, ENDING	**$ 1,027,691**	**$ 1,796,373**	**$ 1,963,976**			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-26 ACTUAL
REVENUES						
Interest - Investments	$ 100	$ 33	$ -	$ (33)	0.00%	$ -
Special Assmnts- Tax Collector	27,949	25,718	26,177	459	93.66%	984
Special Assmnts- Discounts	(1,118)	(1,027)	(1,040)	(13)	93.02%	(29)
Gate Bar Code/Remotes	300	100	310	210	103.33%	132
TOTAL REVENUES	**27,231**	**24,824**	**25,447**	**623**	**93.45%**	**1,087**
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	517	474	503	(29)	97.29%	19
Total Administration	517	474	503	(29)	97.29%	19
Gatehouse						
Communication - Telephone	600	200	100	100	16.67%	50
Electricity - Gate	550	183	248	(65)	45.09%	100
R&M-Gate	3,064	1,021	2,829	(1,808)	92.33%	496
Total Gatehouse	4,214	1,404	3,177	(1,773)	75.39%	646
Reserves						
Reserve - Gate	3,500	3,500	-	3,500	0.00%	-
Reserve - Roadways	14,000	14,000	-	14,000	0.00%	-
Reserve - Sidewalks	5,000	5,000	2,785	2,215	55.70%	-
Total Reserves	22,500	22,500	2,785	19,715	12.38%	-
TOTAL EXPENDITURES & RESERVES	**27,231**	**24,378**	**6,465**	**17,913**	**23.74%**	**665**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-26 ACTUAL
Excess (deficiency) of revenues Over (under) expenditures	-	446	18,982	18,536	0.00%	422
Net change in fund balance	$ -	$ 446	$ 18,982	$ 18,536	0.00%	$ 422
FUND BALANCE, BEGINNING (OCT 1, 2025)	**121,265**	**121,263**	**121,265**			
FUND BALANCE, ENDING	**$ 121,265**	**$ 121,709**	**$ 140,247**			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-26 ACTUAL
REVENUES						
Interest - Investments	$ 500	$ 167	$ -	$ (167)	0.00%	$ -
Special Assmnts- Tax Collector	47,935	44,044	44,896	852	93.66%	1,687
Special Assmnts- Discounts	(1,917)	(1,822)	(1,784)	38	93.06%	(50)
Gate Bar Code/Remotes	200	67	47	(20)	23.50%	47
TOTAL REVENUES	**46,718**	**42,456**	**43,159**	**703**	**92.38%**	**1,684**
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	917	841	862	(21)	94.00%	33
Total Administration	917	841	862	(21)	94.00%	33
Gatehouse						
Communication - Telephone	691	230	28	202	4.05%	28
Electricity - Gate	690	230	253	(23)	36.67%	102
R&M-Gate	2,420	807	5,891	(5,084)	243.43%	-
Total Gatehouse	3,801	1,267	6,172	(4,905)	162.38%	130
Reserves						
Reserve - Gate	4,000	4,000	-	4,000	0.00%	-
Reserve - Roadways	32,000	32,000	-	32,000	0.00%	-
Reserve - Sidewalks	6,000	6,000	12,798	(6,798)	213.30%	-
Total Reserves	42,000	42,000	12,798	29,202	30.47%	-
TOTAL EXPENDITURES & RESERVES	**46,718**	**44,108**	**19,832**	**24,276**	**42.45%**	**163**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-26 ACTUAL
Excess (deficiency) of revenues Over (under) expenditures	-	(1,652)	23,327	24,979	0.00%	1,521
Net change in fund balance	$ -	$ (1,652)	$ 23,327	$ 24,979	0.00%	$ 1,521
FUND BALANCE, BEGINNING (OCT 1, 2025)	**196,515**	**196,514**	**196,515**			
FUND BALANCE, ENDING	**$ 196,515**	**$ 194,862**	**$ 219,842**			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-26 ACTUAL
REVENUES						
Interest - Investments	$ -	$ -	$ 1,076	$ 1,076	0.00%	$ 336
Special Assmnts- Tax Collector	379,124	347,637	355,090	7,453	93.66%	13,344
Special Assmnts- Discounts	(15,165)	(14,568)	(14,109)	459	93.04%	(393)
TOTAL REVENUES	**363,959**	**333,069**	**342,057**	**8,988**	**93.98%**	**13,287**
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	7,582	6,953	6,820	133	89.95%	259
Total Administration	7,582	6,953	6,820	133	89.95%	259
Debt Service						
Debt Retirement Series A	199,180	-	-	-	0.00%	-
Debt Retirement Series B	111,900	-	-	-	0.00%	-
Interest Expense Series A	32,327	16,164	17,174	(1,010)	53.13%	-
Interest Expense Series B	9,518	4,759	8,274	(3,515)	86.93%	-
Total Debt Service	352,925	20,923	25,448	(4,525)	7.21%	-
TOTAL EXPENDITURES	**360,507**	**27,876**	**32,268**	**(4,392)**	**8.95%**	**259**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-26 ACTUAL
Excess (deficiency) of revenues Over (under) expenditures	3,452	305,193	309,789	4,596	8974.19%	13,028
Net change in fund balance	$ 3,452	$ 305,193	$ 309,789	$ 4,596	8974.19%	$ 13,028
FUND BALANCE, BEGINNING (OCT 1, 2025)	**100,635**	**100,635**	**100,635**			
FUND BALANCE, ENDING	**$ 104,087**	**$ 405,828**	**$ 410,424**			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Budget	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL Actual Thru 1/31/2026	TOTAL FY2026 Total	TOTAL Adopted Budget	TOTAL % of Budget
Revenues																
Interest - Investments	$ 4,081	$ 3,815	$ 8,033	$ 8,189	$ 5,833	$ 5,833	$ 5,833	$ 5,833	$ 5,833	$ 5,833	$ 5,833	$ 5,833	$ 24,118	$ 70,782	$ 70,000	101%
Room Rentals	752	-	1,458	1,881	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	4,091	17,427	20,000	87%
Interest - Tax Collector	-	229	-	1,499	186	186	186	186	186	186	186	186	1,728	3,216	2,234	144%
Special Assmnts- Tax Collector	-	308,160	1,355,390	64,958	83,119	32,167	35,048	4,961	15,515	-	-	-	1,728,508	1,899,318	1,845,499	103%
Special Assmnts- Discounts	-	(12,639)	(54,128)	(1,911)	(2,611)	(497)	-	-	-	-	-	-	(68,678)	(71,786)	(73,820)	97%
Other Miscellaneous Revenues	287	(400)	6,677	-	1,666	1,666	1,666	1,666	1,666	1,666	1,666	1,666	6,563	19,892	20,000	99%
Total Revenues	**5,120**	**299,165**	**1,317,430**	**74,616**	**89,860**	**41,022**	**44,400**	**14,313**	**24,867**	**9,352**	**9,352**	**9,352**	**1,696,330**	**1,938,849**	**1,883,913**	**103%**
Expenditures																
Administrative																
P/R-Board of Supervisors	2,800	2,000	1,800	1,600	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	8,200	24,200	24,000	101%
Payroll-Other	755	569	759	755	350	350	350	350	350	350	350	350	2,839	5,638	4,200	134%
FICA Taxes	214	153	138	122	180	180	180	180	180	180	180	180	627	2,067	2,157	96%
Unemployment Compensation	3	2	2	2	3	3	3	3	3	3	3	3	8	33	30	110%
ProfServ-Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,700	0%
ProfServ-Dissemination Agent	-	-	-	-	83	83	83	83	83	83	83	83	-	664	1,000	66%
ProfServ-Engineering	-	1,680	4,575	1,830	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	8,085	21,421	20,000	107%
ProfServ-Legal Services	-	1,530	1,438	1,352	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	4,319	24,320	30,000	81%
ProfServ-Mgmt Consulting	5,274	5,274	5,274	5,274	5,431	5,431	5,431	5,431	5,431	5,431	5,431	5,431	21,094	64,544	65,180	99%
ProfServ-Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	-	-	150	0%
ProfServ-Special Assessment	-	13,310	-	-	-	-	-	-	-	-	-	-	13,310	13,310	13,310	100%
ProfServ-Trustee Fees	6,914	-	-	-	-	-	-	-	-	-	-	-	6,914	6,914	7,323	94%
ProfServ-Web Site Development	-	-	-	-	167	167	167	167	167	167	167	167	-	1,336	2,000	67%
Auditing Services	-	-	-	-	-	3,750	-	-	-	-	-	-	-	3,750	7,500	50%
Contract-Website Hosting	-	-	-	-	129	129	129	129	129	129	129	129	-	1,032	1,553	66%
Website Compliance	-	-	-	-	127	127	127	127	127	127	127	127	-	1,016	1,520	67%
Postage and Freight	98	86	44	134	66	66	66	66	66	66	66	66	361	890	800	111%
Insurance - General Liability	17,183	-	-	-	-	-	-	-	-	-	-	-	17,183	17,183	17,607	98%
Printing and Binding	-	-	-	-	66	66	66	66	66	66	66	66	-	528	800	66%
Legal Advertising	92	-	-	-	167	167	167	167	167	167	167	167	92	1,428	2,000	71%
Misc-Bank Charges	134	154	149	150	92	92	92	92	92	92	92	92	587	1,323	1,100	120%
Misc-Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	0%
Misc-Assessment Collection Cost	-	5,910	26,025	1,261	1,462	897	701	356	199	-	-	-	33,197	36,811	36,910	100%
Misc-County Tax Bill	-	5,152	-	-	-	-	-	-	-	-	-	-	5,152	5,152	4,267	121%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Budget	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL Actual Thru 1/31/2026	TOTAL FY2026 Total	TOTAL Adopted Budget	TOTAL % of Budget
Office Supplies	-	-	-	-	21	21	21	21	21	21	21	21	-	168	250	67%
Annual District Filing Fee	-	175	-	-	-	-	-	-	-	-	-	-	175	175	175	100%
Total Administrative	33,467	35,995	40,204	12,480	14,511	17,696	13,750	13,405	13,248	13,049	13,049	13,049	122,143	233,903	247,532	94%
Flood Control/Stormwater Mgmt																
Contracts-Lake and Wetland	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050	8,200	24,600	24,600	100%
R&M-Lake	-	-	-	-	250	250	250	250	250	250	250	250	-	2,000	3,000	67%
R&M-Mitigation	-	-	-	-	208	208	208	208	208	208	208	208	-	1,664	2,500	67%
Total Flood Control/Stormwater Mgmt	2,050	2,050	2,050	2,050	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	8,200	28,264	30,100	94%
Field																
Contracts-Landscape	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	17,081	68,324	204,972	204,974	100%
Contracts-Irrigation	-	-	-	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	18,954	25,272	75%
Insurance - Property	31,060	-	-	-	-	-	-	-	-	-	-	-	31,060	31,060	33,647	92%
R&M-Entry Feature	-	-	-	1,615	667	667	667	667	667	667	667	667	1,615	6,951	8,000	87%
R&M-Irrigation	3,586	8,820	16,110	2,638	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	31,154	51,154	30,000	171%
R&M-Mulch	-	23,100	(308)	-	1,837	1,837	1,837	1,837	1,837	1,837	1,837	1,837	22,792	37,488	22,040	170%
R&M-Plant Replacement	-	3,062	-	-	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	3,062	43,062	60,000	72%
R&M-Sidewalk Cleaning	-	-	-	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	8,000	12,000	67%
R&M-Annuals	-	-	11,150	-	2,188	2,188	2,188	2,188	2,188	2,188	2,188	2,188	11,150	28,654	26,250	109%
R&M-Tree Replacement	-	-	-	-	833	833	833	833	833	833	833	833	-	6,664	10,000	67%
R&M-Tree Removal	-	-	1,400	6,500	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	7,900	51,236	65,000	79%
Misc-Contingency	-	-	-	-	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	-	100,000	150,000	67%
Capital Improvements	-	-	-	-	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	-	66,664	100,000	67%
Total Field	51,727	52,063	45,433	29,940	59,462	59,462	59,462	59,462	59,462	59,462	59,462	59,462	179,163	654,859	747,183	88%
Utilities																
Contracts-Solid Waste Services	408	406	470	466	145	145	145	145	145	145	145	145	1,750	2,910	1,735	168%
Communication - Teleph - Field	750	330	920	725	700	700	700	700	700	700	700	700	2,725	8,325	8,400	99%
Electricity - General	12,430	12,117	11,754	23,913	13,333	13,333	13,333	13,333	13,333	13,333	13,333	13,333	60,214	166,878	160,000	104%
Utility - Gas	123	1,312	8,179	11,523	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	21,138	54,473	50,000	109%
Utility - Water & Sewer	4,117	4,511	40	3,956	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	12,623	25,960	20,000	130%
Total Utilities	17,828	18,676	21,363	40,583	20,012	20,012	20,012	20,012	20,012	20,012	20,012	20,012	98,450	258,546	240,135	108%
Parks and Recreation																
Payroll-Salaries	12,605	8,526	8,223	8,618	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	37,972	117,972	120,000	98%
Payroll-Site Manager	8,603	5,791	5,791	5,791	6,274	6,274	6,274	6,274	6,274	6,274	6,274	6,274	25,977	76,168	75,289	101%
FICA Taxes	1,622	1,095	1,072	1,102	1,215	1,215	1,215	1,215	1,215	1,215	1,215	1,215	4,892	14,611	14,584	100%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Budget	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL Actual Thru 1/31/2026	TOTAL FY2026 Total	TOTAL Adopted Budget	TOTAL % of Budget
Workers' Compensation	4,395	-	-	-	-	2,123	-	-	2,123	-	-	-	4,395	8,641	8,490	102%
Unemployment Compensation	-	-	-	14	17	17	17	17	17	17	17	17	14	150	200	75%
Contracts-Pools	-	3,750	3,750	3,795	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	11,295	41,295	45,000	92%
Contracts-Security Alarms	69	-	1,429	749	83	83	83	83	83	83	83	83	2,247	2,911	1,000	291%
Contracts-Sheriff	-	-	1,200	1,665	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	2,865	12,865	15,000	86%
Security Monitoring Services	-	-	-	-	750	750	750	750	750	750	750	750	-	6,000	9,000	67%
R&M-Clubhouse	3,813	-	5,297	4,141	1,666	1,666	1,666	1,666	1,666	1,666	1,666	1,666	13,251	26,579	20,000	133%
R&M-Parks	126	-	17	-	417	417	417	417	417	417	417	417	143	3,479	5,000	70%
R&M-Pools	4,672	-	715	-	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	5,387	15,387	15,000	103%
R&M-Fitness Center	628	765	839	547	833	833	833	833	833	833	833	833	2,779	9,443	10,000	94%
Misc-Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,400	0%
Security Enhancements	-	1,708	-	-	417	417	417	417	417	417	417	417	1,708	5,044	5,000	101%
Holiday Lighting & Decorations	5,167	-	5,167	-	500	500	500	500	500	500	500	500	10,334	14,334	6,000	239%
Op Supplies - Clubhouse	1,439	-	210	1,853	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	3,502	15,502	18,000	86%
Total Parks and Recreation	43,139	21,635	33,710	28,275	29,922	32,045	29,922	29,922	32,045	29,922	29,922	29,922	126,761	370,381	368,963	100%
Total Expenditures	**148,211**	**130,419**	**142,760**	**113,328**	**126,415**	**131,723**	**125,654**	**125,309**	**127,275**	**124,953**	**124,953**	**124,953**	**534,717**	**1,545,953**	**1,633,913**	95%
Reserves																
R&M-Boundary Walls/Fences/Monuments	67,592	-	1,023	-	-	-	-	-	-	-	-	-	68,615	68,615	20,000	343%
Reserve - Clubhouse	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,000	0%
Reserve - Fitness Center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
Reserve - Landscaping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000	0%
Reserve - Parks	-	-	23,985	3,651	-	-	-	-	-	-	-	-	27,636	27,636	30,000	92%
Reserve - Pool	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%
Reserve-Ponds & Drainage	-	49,000	-	58,150	-	-	-	-	-	-	-	-	107,150	107,150	100,000	107%
Reserve-Sidewalks & Irrigation	-	-	21,927	-	-	-	-	-	-	-	-	-	21,927	21,927	20,000	110%
Total Reserves	67,592	49,000	46,935	61,801	-	-	-	-	-	-	-	-	225,328	225,328	250,000	90%
Total Expenditures & Reserves	**215,803**	**179,419**	**189,695**	**175,129**	**126,415**	**131,723**	**125,654**	**125,309**	**127,275**	**124,953**	**124,953**	**124,953**	**760,045**	**1,771,281**	**1,883,913**	94%
Excess (deficiency) of revenues Over (under) expenditures	$ (210,683)	$ 119,746	$ 1,127,735	$ (100,513)	$ (36,555)	$ (90,701)	$ (81,254)	$ (110,996)	$ (102,408)	$ (115,601)	$ (115,601)	$ (115,601)	936,285	167,568	-	0%
Fund Balance, Beginning (Oct 1, 2025)													**1,027,691**	**1,027,691**	**1,027,691**	
Fund Balance, Ending													**$ 1,963,976**	**$ 1,195,259**	**$ 1,027,691**	

LEXINGTON OAKS

Community Development District

Supporting Schedules

January 31, 2026

Non-Ad Valorem Special Assessments - Pasco County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2026

					ALLOCATION BY FUND				
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Hawthorne Gate Fund	Preakness Gate Fund	Series 2021A Debt Service Fund	Series 2021B Debt Service Fund
Assessments Levied FY 2026				$ 2,300,507	$ 1,845,499	$ 27,949	$ 47,935	$ 248,435	$ 130,689
Allocation %				100.00%	80.22%	1.21%	2.08%	10.80%	5.68%
11/06/25	$ 39,217	$ 2,074	$ 800	$ 42,092	$ 33,766	$ 511	$ 877	$ 4,546	$ 2,391
11/14/25	$ 143,944	$ 6,120	$ 2,938	$ 153,001	$ 122,740	$ 1,859	$ 3,188	$ 16,523	$ 8,692
11/20/25	$ 99,983	$ 4,251	$ 2,040	$ 106,274	$ 85,254	$ 1,291	$ 2,214	$ 11,477	$ 6,037
11/26/25	$ 77,870	$ 3,311	$ 1,589	$ 82,770	$ 66,399	$ 1,006	$ 1,725	$ 8,938	$ 4,702
12/05/25	$ 1,367,398	$ 58,137	$ 27,906	$ 1,453,441	$ 1,165,971	$ 17,658	$ 30,285	$ 156,959	$ 82,568
12/11/25	$ 195,509	$ 8,283	$ 3,990	$ 207,782	$ 166,685	$ 2,524	$ 4,329	$ 22,439	$ 11,804
12/18/25	$ 26,741	$ 1,053	$ 546	$ 28,339	$ 22,734	$ 344	$ 590	$ 3,060	$ 1,610
01/09/25	$ 77,019	$ 2,382	$ 1,572	80,973	64,958	984	1,687	8,744	4,600
TOTAL	$ 2,027,679	$ 85,611	$ 41,381	$ 2,154,671	$ 1,728,508	$ 26,177	$ 44,896	$ 232,686	$ 122,404
% COLLECTED				93.66%	93.66%	93.66%	93.66%	93.66%	93.66%
TOTAL OUTSTANDING				$ 145,835	$ 116,991	$ 1,772	$ 3,039	$ 15,749	$ 8,285

Cash and Investment Report
January 31, 2026

GENERAL FUND

Account Name	Bank Name	Account Number	Maturity	APY	Balance
Public Funds Now	Truist Bank	5579	n/a	0.01%	$ 88,900
Government Interest Checking	Valley National Bank	0201	n/a	3.59%	$ 2,115,315
				Subtotal	$ 2,204,215
Public Funds Money Market Account	BankUnited	8441	n/a	3.40%	$ 143,403
				GF Subtotal	$ 2,347,618

DEBT SERVICE FUNDS

Account Name	Bank Name	Account Number	Maturity	Yield	Balance
Series 2021 Prepayment Fund B	US Bank	6003	n/a	3.50%	40
Series 2021 Reserve Fund A	US Bank	8005	n/a	3.50%	23,353
Series 2021 Reserve Fund B	US Bank	6005	n/a	3.50%	12,245
Series 2021 Revenue Fund A	US Bank	8000	n/a	3.50%	244,489
Series 2021 Revenue Fund B	US Bank	6000	n/a	3.50%	121,398
				Subtotal	$ 401,525
				Grand Total	**$ 2,749,143**

Bank Account Statement

Lexington Oaks CDD

Bank Account No.	0201		
Statement No.	01-26	**Statement Date**	01/31/2026

G/L Account No. 101002 Balance	2,115,315.44	**Statement Balance**	2,440,111.54
		Outstanding Deposits	0.00
Positive Adjustments	0.00	**Subtotal**	2,440,111.54
Subtotal	2,115,315.44	**Outstanding Checks**	-324,796.10
Negative Adjustments	0.00	**Ending Balance**	2,115,315.44
Ending G/L Balance	2,115,315.44		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Outstanding Checks							
05/07/2024	Payment	9485	JOSE JIMENEZ	Payment of Invoice 017336			-300.00
09/30/2025	Payment	9842	DOMINGA PONCE	Payment of Invoice 018393			-300.00
01/21/2026	Payment	9878	LEXINGTON OAKS CDD	Payment of Invoice 018580			-187,618.92
01/21/2026	Payment	9879	LEXINGTON OAKS CDD	Payment of Invoice 018581			-98,696.44
01/21/2026	Payment	9882	AIR CARE AIR CONDITIONING &	Check for Vendor V00012			-4,697.52
01/21/2026	Payment	9885	BRLETIC DVORAK, INC	Check for Vendor V00922			-1,830.00
01/21/2026	Payment	9892	MRIC SPATIAL	Check for Vendor V00959			-3,000.00
01/21/2026	Payment	9893	PASCO SHERIFF'S OFFICE	Check for Vendor V00152			-1,185.00
01/22/2026	Payment	DD1265	VERIZON WIRELESS	Payment of Invoice 018592			-80.14
01/22/2026	Payment	DD1266	VERIZON WIRELESS	Payment of Invoice 018593			-85.13
01/27/2026	Payment	9897	PASCO SHERIFF'S OFFICE	Check for Vendor V00152			-480.00
01/30/2026	Payment	100255	ADVANCED ENERGY SOLUTIONS	Inv: 12856, Inv: 12869			-1,484.33
01/30/2026	Payment	100256	INFRAMARK LLC	Inv: 169040			-17.02
01/30/2026	Payment	100257	STRALEY ROBIN VERICKER	Inv: 27742			-1,351.60
01/30/2026	Payment	100258	AIR CARE AIR CONDITIONING &	Inv: 23237192			-3,689.00
01/30/2026	Payment	100259	YELLOWSTONE LANDSCAPE	Inv: 1081067			-17,081.00
01/30/2026	Payment	100260	JON DAVIS	Inv: 42			-2,900.00
Total Outstanding Checks							-324,796.10

P.O. Box 558
Wayne, NJ 07474-0558

6216 M0656DDA013126064416 03 000000000 40670 007

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT
C/O INFRAMARK, LLC
5645 CORAL RIDGE DR # 407
CORAL SPRINGS FL 33076

Email: contactus@valley.com
Visit Us Online: www.valley.com
Mail To: 1720 Route 23, Wayne, NJ 07470

Account Statement

GOVERNMENT CHECKING - XXXXXX0201

SUMMARY FOR THE PERIOD: 01/01/26 - 01/31/26

LEXINGTON OAKS COMMUNITY DEVELOPMENT

Beginning Balance		Deposits & Other Credits		Withdrawals & Other Debits		Ending Balance
$2,570,763.65	+	$88,544.63	-	$219,196.74	=	$2,440,111.54

TRANSACTIONS

Date	Description	Withdrawals & Other Debits	Deposits & Other Credits	Balance
	Beginning Balance			$2,570,763.65
01/05	ACH DEBIT ADP PAYROLL FEES ADP FEES 260105 938037834104	-$375.74		$2,570,387.91
01/06	ACH DEBIT Synchrony Bank CC PYMT 260106	-$679.21		$2,569,708.70
01/06	ACH DEBIT COMENITY PAY IO WEB PYMT 260106	-$1,680.87		$2,568,027.83
01/07	RETURN ITEM Blocked ACH Transa CHECK		$679.21	$2,568,707.04
01/07	RETURN ITEM Blocked ACH Transa CHECK		$1,680.87	$2,570,387.91
01/07	CHECK 100253	-$2,050.00		$2,568,337.91
01/08	ACH DEBIT ADP Tax ADP Tax 260108 RWF7W 010901A01	-$1,669.48		$2,566,668.43
01/08	ACH DEBIT ADP WAGE PAY WAGE PAY 260108 935038561363F7W	-$6,044.19		$2,560,624.24
01/08	CHECK 100252	-$28,231.00		$2,532,393.24
01/09	ACH CREDIT PASCOTAX TAX ACC INVOICE GS20260108 -003		$1,498.64	$2,533,891.88
01/09	ACH CREDIT PASCOTAX TAX ACC INVOICE GS20260108 -002		$13,907.19	$2,547,799.07
01/09	ACH CREDIT		$63,111.76	$2,610,910.83

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TRANSACTIONS (continued)

Date	Description	Withdrawals & Other Debits	Deposits & Other Credits	Balance
	PASCOTAX TAX ACC INVOICE GS20260108 -001			
01/09	ACH DEBIT WREC ELECTRIC 260109 0001265883	-$50.19		$2,610,860.64
01/09	ACH DEBIT WREC ELECTRIC 260109 0001265871	-$51.14		$2,610,809.50
01/09	ACH DEBIT WREC ELECTRIC 260109 0001265888	-$334.93		$2,610,474.57
01/09	ACH DEBIT WREC ELECTRIC 260109 0001265889	-$44.29		$2,610,430.28
01/09	ACH DEBIT WREC ELECTRIC 260109 0001265890	-$208.60		$2,610,221.68
01/09	ACH DEBIT WREC ELECTRIC 260109 0001265863	-$11,445.89		$2,598,775.79
01/12	ACH DEBIT SPECTRUM SPECTRUM 260112	-$140.00		$2,598,635.79
01/13	CHECK 9869	-$1,707.51		$2,596,928.28
01/13	CHECK 100250	-$4,465.00		$2,592,463.28
01/14	ACH DEBIT PASCOBCCUTENT UTILITYPMT 260114	-$293.01		$2,592,170.27
01/14	ACH DEBIT PASCOBCCUTENT UTILITYPMT 260114	-$15.68		$2,592,154.59
01/14	ACH DEBIT PASCOBCCUTENT UTILITYPMT 260114	-$39.25		$2,592,115.34
01/14	ACH DEBIT PASCOBCCUTENT UTILITYPMT 260114	-$1,595.06		$2,590,520.28
01/16	ACH DEBIT ADP PAYROLL FEES ADP FEES 260116 932039916471	-$189.78		$2,590,330.50
01/20	ACH DEBIT SPECTRUM SPECTRUM 260120	-$50.00		$2,590,280.50
01/20	ACH DEBIT FLA DEPT REVENUE C01 260120 250797152	-$108.37		$2,590,172.13
01/21	ACH CREDIT PAYPAL ACCTVERIFY 260121		$0.17	$2,590,172.30
01/21	ACH CREDIT PAYPAL ACCTVERIFY 260121		$0.09	$2,590,172.39
01/21	ACH DEBIT TRUIST MC/VISA CCD CRDPMT 260120 80000104024	-$3,207.17		$2,586,965.22
01/21	ACH DEBIT PAYPAL ACCTVERIFY 260121	-$0.26		$2,586,964.96
01/22	RETURN ITEM Blocked ACH Transa CHECK		$0.26	$2,586,965.22
01/22	ACH DEBIT SPECTRUM SPECTRUM 260122	-$28.19		$2,586,937.03
01/22	ACH DEBIT ADP Tax ADP Tax 260122 RWF7W 012302A01	-$1,754.55		$2,585,182.48
01/22	ACH DEBIT ADP WAGE PAY WAGE PAY 260122 928341020435F7W	-$6,057.51		$2,579,124.97
01/23	ACH DEBIT	-$466.56		$2,578,658.41

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TRANSACTIONS (continued)

Date	Description	Withdrawals & Other Debits	Deposits & Other Credits	Balance
	WASTE CONNECTION WEB_PAY 260123			
01/23	CHECK 9880	-$12,798.00		$2,565,860.41
01/23	CHECK 9881	-$24,712.00		$2,541,148.41
01/26	ACH DEBIT ACHMA VISB BILL PYMNT 260126	-$165.27		$2,540,983.14
01/26	ACH DEBIT SPECTRUM SPECTRUM 260126	-$419.97		$2,540,563.17
01/26	CHECK 9887	-$2,050.00		$2,538,513.17
01/26	CHECK 9891	-$3,600.00		$2,534,913.17
01/26	CHECK 9886	-$3,795.00		$2,531,118.17
01/27	ACH DEBIT ADP Tax ADP Tax 260127 RWF7W 012703A01	-$297.55		$2,530,820.62
01/27	ACH DEBIT ADP WAGE PAY WAGE PAY 260127 400068917186F7W	-$1,426.45		$2,529,394.17
01/27	ACH DEBIT TECO/PEOPLE GAS UTILITYBIL 260127	-$3,506.68		$2,525,887.49
01/27	CHECK 9889	-$290.00		$2,525,597.49
01/27	CHECK 9895	-$1,400.00		$2,524,197.49
01/27	CHECK 9894	-$1,438.00		$2,522,759.49
01/27	CHECK 9888	-$58,150.00		$2,464,609.49
01/28	CHECK 9883	-$1,393.83		$2,463,215.66
01/28	CHECK 100249	-$1,575.00		$2,461,640.66
01/29	ACH DEBIT SPECTRUM SPECTRUM 260129	-$110.00		$2,461,530.66
01/30	ACH DEBIT ADP PAYROLL FEES ADP FEES 260130 927941852024	-$189.78		$2,461,340.88
01/30	ACH DEBIT SPARK ENERGY LLC BILLPAYMNT 260130	-$8,139.95		$2,453,200.93
01/30	CHECK 9890	-$5,295.62		$2,447,905.31
01/30	CHECK 9884	-$15,460.21		$2,432,445.10
01/31	INTEREST CREDIT		$7,666.44	$2,440,111.54
Ending Balance				**$2,440,111.54**

CHECKS IN ORDER

Date	Number	Amount	Date	Number	Amount
01/13	9869	$1,707.51	01/30	9890	$5,295.62
01/23	9880*	$12,798.00	01/26	9891	$3,600.00
01/23	9881	$24,712.00	01/27	9894*	$1,438.00
01/28	9883*	$1,393.83	01/27	9895	$1,400.00
01/30	9884	$15,460.21	01/28	100249*	$1,575.00
01/26	9886*	$3,795.00	01/13	100250	$4,465.00
01/26	9887	$2,050.00	01/08	100252*	$28,231.00
01/27	9888	$58,150.00	01/07	100253	$2,050.00
01/27	9889	$290.00			

(*) Check Number Missing or Check Converted to Electronic Transaction and Listed under the Transaction section.

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INTEREST RATE CALCULATIONS

Avg. Stmt. Collected Balance	$2,555,338.00	Annual % Yield Earned	3.59%
Year-to-Date Interest Paid	$7,666.44	Interest Paid	$7,666.44

OVERDRAFT FEES

	Total This Period:	Total Year-To-Date:
Total Overdraft Fees:	$0.00	$0.00
Total Return Fees	$0.00	$0.00

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Withlacoochee River Electric Cooperative (WREC)

Account no.	Meter no.	Member ID No.	Notes	Description/Address	Oct-25 9/23-10/23	Nov-25 10/23-11/21	Dec-25 11/21-12/20	Jan-26 12/20-1/23	Total
1265872	n/a	0158 737 011	Public Lighting	Public Lighting PL	$ 8,627.69	$ 8,579.66	$ 8,579.66	$ 8,579.66	**$ 34,366.67**
1265875	48250181	0158 737 014	Clubhouse	26304 Lexington Oaks Blvd Cl	1,329.21	1,147.25	1,284.81	1,352.68	**5,113.95**
1265877	21396593	0158 737 016	Saratoga	War Admiral Dr N Entr	42.64	42.48	42.70	42.80	**170.62**
1265878	9346202	0158 737 017	Northampton	Spectacular Bid Dr N Entr	45.55	44.91	49.24	44.49	**184.19**
1265879	21396806	0158 737 018	Remington	Lexington Oaks Blvd Ent 33	48.45	48.08	49.98	49.56	**196.07**
1265880	23419059	0158 737 019	Pimlico	Gato Del Sol Ent-Gt	50.39	49.46	50.72	50.82	**201.39**
1265884	33116812	0158 737 023	Pocono	Lexington Oaks Blvd Entry	43.18	41.64	42.17	42.17	**169.16**
1265885	33120622	0158 737 024	Maywood	Lexington Oaks Blvd Entry	43.29	43.13	44.71	45.87	**177.00**
1265886	33120621	0158 737 025	Northampton	Lexington Oaks Blvd Entry	44.14	43.65	44.39	44.39	**176.57**
1265887	50187642	0158 737 026	Pool Heating	26304 Lexington Oaks Blvd	281.80	296.83	337.68	338.10	**1,254.41**
1265864	93039900	0158 737 002	DelMar	Affirmed Dr Ent 2	48.98	48.08	62.53	62.75	**222.34**
1265865	93039921	0158 737 003	Fairmount	Sea Hero Cir Ent 3	42.75	42.70	43.23	43.00	**171.68**
1265866	93039856	0158 737 004	Arlington	Seattle Slew Dr Ent 4	42.21	42.17	42.48	42.59	**169.45**
1265867	93039901	0158 737 005	Belmount	5439 Bold Venture Pl Ent 6	42.75	42.70	44.06	43.00	**172.51**
1265869	93039345	0158 737 008	Roundabout	Lexington Oaks Blvd Lights	44.79	44.91	45.65	45.65	**181.00**
1265863	93040870	0158 737 001	Front Entrance	Lexington Oaks Blvd Sgn&Lt	599.60	593.81	638.55	613.96	**2,445.92**
1265870	48250142	0158 737 009	Well	Lexington Oaks Blvd Well	43.07	42.90	43.33	43.44	**172.74**
Subtotal					$ 11,420.49	$ 11,194.36	$ 11,445.89	$ 11,484.93	**$ 45,545.67**
1265888	40535597	0158 737 027	Fountain	26304 Lexington Oaks Blvd Fount	$ 329.58	$ 301.89	$ 334.93	$ 148.87	**$ 1,115.27**
1265889	92695823	0158 737 028	Tennis Crts	War Admiral Dr Tn Cts	44.03	43.75	44.29	44.29	**$ 176.36**
1265890	40534631	0158 737 029	Fitness Center	26304 Lexington Oaks Blvd	322.58	213.87	208.60	201.64	**$ 946.69**
Total 001-543006-53903					**$ 12,116.68**	**$ 11,753.87**	**$ 12,033.71**	**$ 11,879.73**	**$ 47,783.99**

Withlacoochee River Electricity- Hawthorne Gate

Account no.	Meter no.	Member ID No.	Description	Description/Address	9/23-10/23	10/23-11/21	11/21-12/20	12/20-1/23	Total
1265883	33120623	0158 737 022	Hawthorne Entr	Spectacular Bid Dr Entry	$ 49.09	$ 48.40	$ 50.19	$ 49.66	**$ 197.34**
002-543031-53904									

Withlacoochee River Electricity- Preakness Gate

Account no.	Meter no.	Member ID No.	Description	Description/Address	9/23-10/23	10/23-11/21	11/21-12/20	12/20-1/23	Total
1265871	93039864	0158 737 010	Preakness Entr	Silver Charm Ter Ent #7	$ 50.39	$ 49.56	$ 51.14	$ 50.40	**$ 201.49**
003-543031-53904									

Verizon Wireless

Account no.	Phone no.	Description	Description/Address	10/8-11/7	11/8-12/7	12/8-1/7	1/8-2/7	Total
820984375-00001	813-597-1288 / 813-486-3333	John Adams	John Adams	$ 80.14	$ 80.14	$ 85.13	$ -	**$ 245.41**
001-541005-53903								

Spectrum Business

Account no.	Meter no.	Member ID No.	Description	Description/Address	10/10-11/9	11/10-12/9	12/10-1/9	1/10-2/9	Total
8337 13 001 1295609				26304 Lexington Oaks Blvd	$ 110.00	$ 110.00	$ 110.00	$ 110.00	**$ 440.00**
001-541005-53903				Office/Fitness					

Account no.	Meter no.	Member ID No.	Description	Description/Address	9/30-10/29	10/30-11/29	11/30-12/29	12/30-1/29	Total
8337 13 001 1294156				5844 War Admiral Dr, Apt Camera	$ 140.00	$ 140.00	$ 140.00	$ 140.00	**$ 560.00**
001-541005-53903									

Account no.	Meter no.	Member ID No.	Description	Description/Address	10/06-11/05	11/6-12/5	12/6-1/5	1/6-2/5	Total
8337 13 001 1294172				Comm Fitness - TV/Internet/Voice	$ 419.97	419.97	419.97	419.97	**$ 1,679.88**
001-541005-53903									

Account no.	Meter no.	Member ID No.	Description	Description/Address	10/23-11/22	11/23-12/22	12/23-1/22	1/23-2/22	Total
8337 13 001 1307180				26723 Lexington Oaks Blvd	$ 140.00	-	-	-	**$ 140.00**
001-541005-53903									
Subtotal					**$ 890.11**	**$ 750.11**	**$ 755.10**	**$ 669.97**	**$ 3,065.29**

Spectrum Business

Account no.	Meter no.	Member ID No.	Description	Description/Address	9/28-10/27	10/28-11/27	11/28-12/27	12/28-1/27	Total
8337 13 01 1294149				5442 Spectacular Bid Dr, GTHS	$ 50.00	$ 50.00	-	-	**$ 100.00**
002-541003-53904									

Account no.	Meter no.	Member ID No.	Description	Description/Address	10/03-11/2	11/8-12/7	12/8-1/7	1/8-2/7	Total
8337 13 001 1684133				5443 Silver Charm Ter GTHS	$ (91.81)	(51.81)	(11.81)	28.19	**$ (127.24)**
003-541003-53904									

Pasco County Utilities Service

Account no.	Meter no.		Description	Description/Address	9/14-10/14	10/15-11/15	11/15-12/16	12/16-1/15	Total
0408090	13403643		0408090	0 War Admiral Dr	$ 83.31	$ 39.25	$ 39.25	$ 67.01	**$ 228.82**
0408095	12560928		0408095	5801 War Admiral	2,088.71	293.01	293.01	317.30	**2,992.03**
0402235	09062139		0402235	26304 Lexington Oaks Blvd	709.36	1,255.70	1,595.06	1,566.78	**5,126.90**

Pasco County Utilities Service

Account no.	Meter no.		Description	Description/Address	9/16-10/16	10/17-11/15	11/15-12/16	12/16-1/15	Total
0010320	08404808		0010320	26304 Lexington Oaks Blvd	$ 41.16	39.69	15.68	62.23	**158.76**
Total 001-543021-53903					**$ 2,922.54**	**$ 1,627.65**	**$ 1,943.00**	**$ 2,013.32**	**$ 8,506.51**

TECO People Gas

Account no.	Meter no.		Description	Description/Address	9/27-10/30	10/31-11/27	11/28-12/30	12/31-1/29	Total
211008968748	ANX03059	211008968748		26304 Lexington Oaks Blvd	$ 504.28	$ 2,617.44	$ 3,543.02	$ -	**$ 6,664.74**
001-543019-53903				Customer Svc 813-228-1010					

Spark Energy

Account no.	Meter no.		Description	Description/Address	9/28-10/27	10/28-11/29	11/30-12/29	12/30-1/30	Total
5100996699				26304 Lexington Oaks Blvd	$ 808.21	$ 5,561.17	$ 8,139.95	$ 11,342.29	**$ 25,851.62**
001-543019-53903				Customer Svc 888-425-9140					
Total					**$ 1,312.49**	**$ 8,178.61**	**$ 11,682.97**	**$ 11,342.29**	**$ 32,516.36**

Check Register Summary

DATE	CHECK NUMBERS	AMOUNT
1/01/26 - 1/31/26	9881 - 9897 100255 - 100260 300211 - 300236	$484,762
TOTAL		$484,762

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 1/01/2026 to 1/31/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001							
CHECK # 100255							
001	01/30/26	ADVANCED ENERGY SOLUTIONS	12869	Pocano Repair Power to Controller	R&M-Irrigation	546041-53901	$319.80
001	01/30/26	ADVANCED ENERGY SOLUTIONS	12856	Middle Marque Sign	R&M-Entry Feature	546021-53901	$1,164.53
						Check Total	*$1,484.33*
CHECK # 100256							
001	01/30/26	INFRAMARK LLC	169040	POSTAGE	Postage and Freight	541006-51301	$17.02
						Check Total	*$17.02*
CHECK # 100257							
001	01/30/26	STRALEY ROBIN VERICKER	27742	Legal Service Through 12/31/25	ProfServ-Legal Services	531023-51401	$1,351.60
						Check Total	*$1,351.60*
CHECK # 100258							
001	01/30/26	AIR CARE AIR CONDITIONING &	23237192	ROTO-DUCT VENTS	R&M-Clubhouse	546015-57201	$3,689.00
						Check Total	*$3,689.00*
CHECK # 100259							
001	01/30/26	YELLOWSTONE LANDSCAPE	1081067	01/26 MONTHLY LANDSCAPE MAINT	Contracts-Landscape	534050-53901	$17,081.00
						Check Total	*$17,081.00*
CHECK # 100260							
001	01/30/26	JON DAVIS	42	Tree Service 01/10/26	R&M-Tree Removal	546908-53901	$2,900.00
						Check Total	*$2,900.00*
CHECK # 300213							
001	01/09/26	WITHLACOOCHEE RIVER	122925-1265888-ACH	ACCT 1265888 11/20-12/22/25	Electricity - General	543006-53903	$334.93
						Check Total	*$334.93*
CHECK # 300214							
001	01/09/26	WITHLACOOCHEE RIVER	122925-1265889-ACH	ACCT 1265889 11/20-12/22/25	Electricity - General	543006-53903	$44.29
						Check Total	*$44.29*
CHECK # 300215							
001	01/09/26	WITHLACOOCHEE RIVER	122925-1265890	ACCT 1265890 11/20-12/22/25	Electricity - General	543006-53903	$208.60
						Check Total	*$208.60*
CHECK # 300216							
001	01/12/26	PASCO COUNTY UTILITIES SERVICE	122425-0010320-ACH	BILL PRD 11/13-12/15/26	Utility - Water & Sewer	543021-53903	$15.68
						Check Total	*$15.68*
CHECK # 300217							
001	01/12/26	PASCO COUNTY UTILITIES SERVICE	122425-0408095-ACH	BILL PRD 11/13-12/15/25	Utility - Water & Sewer	543021-53903	$293.01
						Check Total	*$293.01*
CHECK # 300218							
001	01/12/26	PASCO COUNTY UTILITIES SERVICE	122425-0402235-ACH	BILL PRD 11/13-12/15/26	Utility - Water & Sewer	543021-53903	$1,595.06
						Check Total	*$1,595.06*

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 1/01/2026 to 1/31/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 300219							
001	01/12/26	PASCO COUNTY UTILITIES SERVICE	122425-040809-ACH	BILL PRD 11/13-12/15/25	Utility - Water & Sewer	543021-53903	$39.25
						Check Total	*$39.25*
CHECK # 300220							
001	01/09/26	WITHLACOOCHEE RIVER	122925-8737-ACH	ACCT 10158737 11/20-12/22/25	Electricity - General	543006-53903	$11,445.89
						Check Total	*$11,445.89*
CHECK # 300221							
001	01/26/26	TECO PEOPLE'S GAS- ACH	010526-8748-ACH	SERVICE 11/27/25 - 12/31/25	Utility - Gas	543019-53903	$3,543.02
						Check Total	*$3,543.02*
CHECK # 300224							
001	01/23/26	CHARTER COMMUNICATIONS	1294172010626-ACH	Spectrum business JAN 2026	Communication - Teleph - Field	541005-53903	$419.97
						Check Total	*$419.97*
CHECK # 300225							
001	01/27/26	CHARTER COMMUNICATIONS	1295609011026-ACH	ACCT# 833713001129569 01/10/26	Communication - Teleph - Field	541005-53903	$110.00
						Check Total	*$110.00*
CHECK # 300236							
001	01/20/26	TRUIST BANK	122625-1805-ACH	PURCHASES 11/27/25-12/26/25	Op Supplies - Clubhouse	552003-57201	$1,853.29
001	01/20/26	TRUIST BANK	122625-1805-ACH	PURCHASES 11/27/25-12/26/25	R&M-Clubhouse	546015-57201	$203.05
001	01/20/26	TRUIST BANK	122625-1805-ACH	PURCHASES 11/27/25-12/26/25	R&M-Fitness Center	546137-57201	$401.79
001	01/20/26	TRUIST BANK	122625-1805-ACH	PURCHASES 11/27/25-12/26/25	Contracts-Security Alarms	534090-57201	$749.04
						Check Total	*$3,207.17*
CHECK # 9881							
001	01/21/26	PRECISION SIDEWALK SAFETY	B2882	SIDEWALK REPAIRS	Reserve - Sidewalks	568162-58100	$21,927.00
						Check Total	*$21,927.00*
CHECK # 9882							
001	01/21/26	AIR CARE AIR CONDITIONING &	23236876	AC Repair Charge	R&M-Clubhouse	546015-57201	$4,697.52
						Check Total	*$4,697.52*
CHECK # 9883							
001	01/21/26	ADVANCED ENERGY SOLUTIONS	12798	Riva Ridge, North Hampton	R&M-Boundary Walls/Fences/Monuments	546180-58100	$1,023.27
001	01/21/26	ADVANCED ENERGY SOLUTIONS	12849	Pocano Repair Power to Controller	R&M-Irrigation	546041-53901	$370.56
						Check Total	*$1,393.83*
CHECK # 9884							
001	01/21/26	BALLENGER LANDCARE, INC	573	Broken Pipe Across Main Line	R&M-Irrigation	546041-53901	$1,260.04
001	01/21/26	BALLENGER LANDCARE, INC	561	Broken 3inch Water Line	R&M-Irrigation	546041-53901	$425.94
001	01/21/26	BALLENGER LANDCARE, INC	609	IRRIGATION REPAIRS	R&M-Irrigation	546041-53901	$1,668.21
001	01/21/26	BALLENGER LANDCARE, INC	603	IRRIGATION REPAIRS	Contracts-Irrigation	534073-53901	$2,106.00
001	01/21/26	BALLENGER LANDCARE, INC	611	IRRIGATION REPAIRS	R&M-Irrigation	546041-53901	$9,500.00
001	01/21/26	BALLENGER LANDCARE, INC	613	Valve Replacement and Solenoid	R&M-Irrigation	546041-53901	$500.02
						Check Total	*$15,460.21*
CHECK # 9885							
001	01/21/26	BRLETIC DVORAK, INC	2262	Engineering Services thru 122925	ProfServ-Engineering	531013-51501	$1,830.00
						Check Total	*$1,830.00*

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 1/01/2026 to 1/31/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 9886							
001	01/21/26	COOPER POOLS INC	2025-1574	Pool service & Scum Gutter Grate	Contracts-Pools	534078-57201	$3,795.00
						Check Total	*$3,795.00*
CHECK # 9887							
001	01/21/26	DANIEL STROUS	1097	Lake and Pond Services JAN26	Contracts-Lake and Wetland	534021-53801	$2,050.00
						Check Total	*$2,050.00*
CHECK # 9888							
001	01/21/26	FINN OUTDOOR	2980	Bank Restoration @ Pond 29A, 29C, 15D, 26A, 19A	Reserve-Ponds & Drainage	568167-58100	$49,000.00
001	01/21/26	FINN OUTDOOR	2981	Bank Restoration @ Pond 2A	Reserve-Ponds & Drainage	568167-58100	$4,750.00
001	01/21/26	FINN OUTDOOR	2982	Structure Restoration @ 5206 Silver Charm	Reserve-Ponds & Drainage	568167-58100	$2,800.00
001	01/21/26	FINN OUTDOOR	2979	Bank Restoration @ 5404 Bold Venture	Reserve-Ponds & Drainage	568167-58100	$1,600.00
						Check Total	*$58,150.00*
CHECK # 9889							
001	01/21/26	FITNESS LOGIC	127679	12/25 MONTYHLY MAINT & CLEANING OF EQUIPMENT	R&M-Fitness Center	546137-57201	$145.00
001	01/21/26	FITNESS LOGIC	127827	1/8/26 MONTYHLY MAINT & CLEANING OF EQUIPMENT	R&M-Fitness Center	546137-57201	$145.00
						Check Total	*$290.00*
CHECK # 9890							
001	01/21/26	INFRAMARK LLC	166701	POSTAGE	Postage and Freight	541006-51301	$22.12
001	01/21/26	INFRAMARK LLC	167734	Management Contract JAN26	ProfServ-Mgmt Consulting	531027-51201	$5,273.50
						Check Total	*$5,295.62*
CHECK # 9891							
001	01/21/26	JON DAVIS	4967	Tree Service 1/7/26	R&M-Tree Removal	546908-53901	$3,600.00
						Check Total	*$3,600.00*
CHECK # 9892							
001	01/21/26	MRIC SPATIAL	3178	Survey for Pond Restoration	ProfServ-Engineering	531013-51501	$3,000.00
						Check Total	*$3,000.00*
CHECK # 9893							
001	01/21/26	PASCO SHERIFF'S OFFICE	1-202512-12388	Security 12/22-30/25	Contracts-Sheriff	534100-57201	$1,185.00
						Check Total	*$1,185.00*
CHECK # 9894							
001	01/21/26	STRALEY ROBIN VERICKER	27685	Legal Service Through 11/30/25	ProfServ-Legal Services	531023-51401	$1,438.00
						Check Total	*$1,438.00*
CHECK # 9895							
001	01/21/26	YELLOWSTONE LANDSCAPE	1065468	Removal of two Pine Trees Churchill	R&M-Tree Removal	546908-53901	$1,400.00
						Check Total	*$1,400.00*
CHECK # 9897							
001	01/27/26	PASCO SHERIFF'S OFFICE	I-20261-12389	Security 1/2-5/26	Contracts-Sheriff	534100-57201	$480.00
						Check Total	*$480.00*
CHECK # DD1265							
001	01/22/26	VERIZON WIRELESS	6130436132-ACH	Verizon wireless DEC 2026	Communication - Teleph - Field	541005-53903	$80.14
						Check Total	*$80.14*

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # DD1266							
001	01/22/26	VERIZON WIRELESS	6132952029-ACH	Verizon wireless JAN 2026	Communication - Teleph - Field	541005-53903	$85.13
						Check Total	*$85.13*
CHECK # DD1267							
001	01/29/26	SPARK ENERGY GAS LLC	52863790 ACH	12/2025 SVCS	Utility - Gas	543019-53903	$8,139.95
						Check Total	*$8,139.95*
CHECK # DD1269							
001	01/26/26	WASTE CONNECTIONS OF FL- ACH	8653763W425-ACH	ACCT# 6425-009914	Contracts-Solid Waste Services	534039-53903	$466.59
						Check Total	*$466.59*
CHECK # DD1271							
001	01/19/26	CHARTER COMMUNICATIONS	1294156123025-ACH	12/30-1/29/26	Communication - Teleph - Field	541005-53903	$140.00
						Check Total	*$140.00*
						Fund Total	**$182,683.81**

GENERAL FUND - HAWTHORNE GATE - 002

CHECK # 300212							
002	01/09/26	WITHLACOOCHEE RIVER	122925-1265883-ACH	ACCT 1265883 11/20-12/22/25	Electricity - Gate	543031-53904	$50.19
						Check Total	*$50.19*
CHECK # 9881							
002	01/21/26	PRECISION SIDEWALK SAFETY	B-2883	SIDEWALK REPAIRS	Reserve - Sidewalks	568162-58100	$2,785.00
						Check Total	*$2,785.00*
CHECK # DD1272							
002	01/20/26	CHARTER COMMUNICATIONS	1294149122825-ACH	BILL PRD 12/28-1/27/26	Communication - Telephone	541003-53904	$50.00
						Check Total	*$50.00*
						Fund Total	**$2,885.19**

GENERAL FUND - PREAKNESS GATE - 003

CHECK # 300211							
003	01/09/26	WITHLACOOCHEE RIVER	122925-1265871-ACH	ACCT 1265871 11/20-12/22/25	Electricity - Gate	543031-53904	$51.14
						Check Total	*$51.14*
CHECK # 300222							
003	01/20/26	CHARTER COMMUNICATIONS	1684133010326-ACH	ACCT# 8337130011684133 1/3-2/2/26	Communication - Telephone	541003-53904	$28.19
						Check Total	*$28.19*

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 1/01/2026 to 1/31/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 9880							
003	01/21/26	PRECISION SIDEWALK SAFETY	B-2884	SIDEWALK REPAIRS	Reserve - Sidewalks	568162-58100	$12,798.00
						Check Total	*$12,798.00*
						Fund Total	**$12,877.33**

SERIES 2021 DEBT SERVICE FUND - 208

CHECK # 9878							
208	01/21/26	LEXINGTON OAKS CDD	01102026-208A	TRFR ASSESS CELLECTIONS FY2025-26	Due From Other Funds	131000	$187,618.92
						Check Total	*$187,618.92*
CHECK # 9879							
208	01/21/26	LEXINGTON OAKS CDD	01102026-208B	TRFR ASSESS COLLECTIONS FY2025-26	Due From Other Funds	131000	$98,696.44
						Check Total	*$98,696.44*
						Fund Total	**$286,315.36**

Total Checks Paid	**$484,761.69**

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0876 **DATE:** 6/16/2026

SUBJECT: Opioid Task Force (OTF) Meeting Minutes – April 1, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0876 OTF 04-01-2025

Committee Members

Robert Chalmers, Senior Executive Officer, Public Safety Branch
Michelle Hudson, MSW, Supervisor of Social Work, Pasco County School Board
Captain Toni Roach, Pasco County Sheriff's Office
Paula Baracaldo, Support Services Director, Public Services
Derek Brewer, Police Chief, City of Zephyrhills
Trang Chitakone, Administrator, Department of Health
Joseph Resnick, CEO, Premier Community HealthCare
Tracey Kaly, Director of Clinical Operations, BayCare Behavioral Health
The Honorable Judge Shawn Crane, Sixth Judicial Circuit Court
Parnia Roghani Shareef, Co-chair, Pasco County Alliance for Substance Addiction Prevention (ASAP) Opioid Committee
Art Rowand, Retired, Pasco County Sheriff's Office Sergeant
Lauren Letona, Deputy Chief, City of New Port Richey Police Department

Opioid Task Force
Agenda
Tuesday, April 1, 2025
10:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

All electronic devices must be turned off while in the Board Room.

Call to Order

Welcome and Introductions

Roll Call

Public Comment

New Business

1 Sunshine Requirements Training

2 General Updates: Year 2, Project Status and Execution Rates

3 School Board Proposal for Year 2

4 Draft Calendar for Year 3

5 Year 3 Application Process

6 Reporting Requirements – ODMS

Approval of Minutes

7 07-22-24 OTF Meeting Minutes

8 07-23-24 OTF Meeting Minutes

Miscellaneous

Old Business

9 Revisit Recommendations from Year 2

Committees Reports

Adjournment

OPIOID TASK FORCE
REGULAR MEETING

ANNOTATED AGENDA

APRIL 1, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Paula Baracaldo, Chairman
Support Services Director, Public Services

Robert Chalmers
Senior Executive Officer
Public Safety Branch

Lauren Letona
Deputy Chief, City of New Port Richey
Police Department

Trang Chitakone
Administrator, Florida Department of Health
In Pasco County

The Honorable Judge Shawn Crane
Sixth Judicial Circuit Court

Joey Resnick
CEO, Premier Community Healthcare

Captain Toni Roach
Pasco County Sheriff's Office

Derek Brewer
Police Chief, City of Zephyrhills

Art Rowand
Retired, Pasco County Sheriff's Office
Sergeant

Michelle Hudson, MSW
Supervisor of Social Work
Pasco County School Board

Parnia Roghani Shareef, Co-Chair
Pasco County Alliance for Substance
Addiction Prevention (ASAP)

Tracey Kaly
Director of Clinical Operations
BayCare Behavioral Health

Legal Counsel:

Robert Hale, Assistant County Attorney

Staff:

Lori Bushway, Administrative Assistant for Support Services
Nicole O'Neill, Support Services Specialist
Riana Giannico, Grants Coordinator for Support Services

Call to Order

Madam Chair Baracaldo called the meeting to order at 10:02 a.m.

Invocation and Pledge

Ms. Amanda Dobson, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Welcome and Introductions

Madam Chair Baracaldo welcomed Mr. Chalmers as the representative for the Fire Rescue team.

Roll Call

Ms. Dobson called the roll. All members were present. Ms. Tracey Kaly arrived to the meeting at 10:05 a.m.

Public Comment

Madam Chair Baracaldo reviewed the procedures to be followed and called for public comment.

Mr. Darryl Henderson, Director of Advocacy for the Recovery Epicenter Foundation, spoke regarding the grand opening of the Out-Field, the Catcher's Mitt in Clearwater, a BayCare grant, benefits of the grant, funding from the Pasco Opioid Abatement Board, additional centers in other Counties, attendees that will tour the facility, and thanked the Committee for their support.

Mr. Nathan Cantie, Vice President of The Hope Shot, spoke regarding his appreciation to the Committee, the funding impact, goals moving forward, job placement, and sustainability.

Mr. Steve Blank, Regional Vice President of Operations of WestCare GulfCoast, spoke regarding his appreciation to the Committee for funds, the recreational vehicle for medication assisted treatment, addressing issues, and providing access to treatment.

Judge Crane spoke regarding WestCare, the Drug Court Ambassador Program, the children helped, and expressed his gratefulness to The Hope Shot.

New Business

1 Sunshine Requirements Training

The Committee approved to follow the best practice to abstain from making comments or voting on projects that would benefit their employers.

2 General Updates: Year 2, Project Status and Execution Rates

This item was for information only.

3 School Board Proposal for Year 2

The Committee approved to maintain the process as it exists now and allow the School Board to come back for Year 3 with Captain Roach absent from the vote and Ms. Hudson abstaining from the vote due to a conflict of interest.

4 Draft Calendar for Year 3

The Committee approved the draft calendar as the final calendar.

5 Year 3 Application Process

This item was for information only.

6 Reporting Requirements – ODMS

The Committee approved the Opioid Task Force to only approve annual allocations, the same information that will be communicated to subrecipients for Year 3 and beyond.

Approval of Minutes

7 07-22-24 OTF Meeting Minutes

This item was not discussed.

8 07-23-24 OTF Meeting Minutes

This item was not discussed.

Miscellaneous

There was none.

Old Business

9 Revisit Recommendations from Year 2

The item was withdrawn.

Committees Reports

Ms. Roghani Shareef noted the upcoming Opioid Committee Fatality Review.

Ms. Kaly spoke regarding the ribbon cutting event for the Behavioral Health Urgent Care opening, how long it had been open, the number of individuals needing services, and an overview of the services.

Madam Chair Baracaldo spoke regarding briefing leadership on uses of the Opioid Funding, the Tri-County meeting, that she would like to bring the Office of Disaster Recovery Services to the next meeting, and thanked staff for their support.

Adjournment

Madam Chair Baracaldo stated that their next meeting was April 29, 2025.

Ms. Kaly left the meeting at 11:24 a.m. and returned at 11:26 a.m.

Deputy Chief Letona left the meeting at 11:26 a.m. and returned at 11:31 a.m.

The meeting adjourned at 11:43 a.m.

Prepared by: Nevaeh Wilkes, Records Clerk I, Board Records Division

OPIOID TASK FORCE
REGULAR MEETING

ANNOTATED MINUTES

APRIL 1, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Paula Baracaldo, Chairman
Support Services Director, Public Services

Captain Toni Roach
Pasco County Sheriff's Office

Robert Chalmers
Senior Executive Officer
Public Safety Branch

Derek Brewer
Police Chief, City of Zephyrhills

Lauren Letona
Deputy Chief, City of New Port Richey
Police Department

Art Rowand
Retired, Pasco County Sheriff's Office
Sergeant

Trang Chitakone
Administrator, Florida Department of Health
In Pasco County

Michelle Hudson, MSW
Supervisor of Social Work
Pasco County School Board

The Honorable Judge Shawn Crane
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Parnia Roghani Shareef, Co-Chair
Pasco County Alliance for Substance
Addiction Prevention (ASAP)

Joey Resnick
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Tracey Kaly
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BayCare Behavioral Health

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Robert Hale, Assistant County Attorney

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Nicole O'Neill, Support Services Specialist
Riana Giannico, Grants Coordinator for Support Services

Call to Order

Madam Chair Baracaldo called the meeting to order at 10:02 a.m.

Invocation and Pledge

Ms. Amanda Dobson, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Welcome and Introductions

Madam Chair Baracaldo welcomed Mr. Chalmers as the representative for the Fire Rescue team.

Roll Call

Ms. Dobson called the roll. All members were present. Ms. Tracey Kaly arrived to the meeting at 10:05 a.m.

Public Comment

Madam Chair Baracaldo reviewed the procedures to be followed and called for public comment.

Mr. Darryl Henderson, Director of Advocacy for the Recovery Epicenter Foundation, spoke regarding the grand opening of the Out-Field, the Catcher's Mitt in Clearwater, a BayCare grant, benefits of the grant, funding from the Pasco Opioid Abatement Board, additional centers in other Counties, attendees that will tour the facility, and thanked the Committee for their support.

Mr. Nathan Cantie, Vice President of The Hope Shot, spoke regarding his appreciation to the Committee, the funding impact, goals moving forward, job placement, and sustainability.

Mr. Steve Blank, Regional Vice President of Operations of WestCare GulfCoast, spoke regarding his appreciation to the Committee for funds, the recreational vehicle for medication assisted treatment, addressing issues, and providing access to treatment.

Judge Crane spoke regarding WestCare, the Drug Court Ambassador Program, the children helped, and expressed his gratefulness to The Hope Shot.

New Business

1 Sunshine Requirements Training

Mr. Hale used a PowerPoint presentation to review the item and spoke regarding relationships with other Boards.

Madam Chair Baracaldo spoke regarding the scoring system, the recommendation, the best practice, and a conversation from last year about serving the community.

Ms. Kaley spoke regarding the grant review process, clarification on representatives, and communication.

The Committee approved to follow the best practice to abstain from making comments or voting on projects that would benefit their employers.

2 General Updates: Year 2, Project Status and Execution Rates

Madam Chair Baracaldo used a PowerPoint presentation and displayed items to review the item and spoke regarding reappointments, questions from applicants, a secondary meeting, priority of funding, general ideas shared with other Counties and the Board of County Commissioners, the allocation to BayCare's project, the gap in funding, the contingency left over from Year 1, interest rates, subrecipients, Year 1 and Year 2 projects, a proposed change to the application, and funding for Year 3.

Ms. Cathy Pearson, Assistant County Administrator for Public Services, spoke regarding her appreciation to Staff for their work on the Advisory Board, the timing of funding, applications, the process with the County, and the need to coincide with budgets.

Discussion was held regarding the Substance Use Sim in 2023; transportation; the Urgent Mental Health Care Center; project changes; the WestCare project; reimbursement-based grants; small organizations that may not have the capital;

projects from the County; briefing the Board; the nature of the process; advocating for projects; and a possible contingency.

This item was for information only.

3 School Board Proposal for Year 2

Madam Chair Baracaldo used a PowerPoint presentation to review the item and spoke regarding the original project, revamping what they submitted, an application out of cycle, and the reduced allocation.

Mr. Mark Clairmont, Pasco County School Board Health and Wellness Collaborative Specialist, spoke regarding the reduction in funding, the vaping project, and that the student government was creating their own campaign.

Ms. Judy Horvath, Division of Special Programs and Student Services, spoke regarding the cost of the vaping detectors, the new Superintendent and their initiative, the code of conduct, changes in the funding, and the need to resubmit.

Discussion was held regarding partial funding, Year 2 contingency; the application for Year 3 funding; the original non-recommendation; the revised scope; the budget; the cost of equipment and application District wide; funds from the BOCC on the original project; distribution; concerns with the adjustment; language on the application; and that they were applying for Year 3.

The Committee approved to maintain the process as it exists now and allow the School Board to come back for Year 3 with Captain Roach absent from the vote and Ms. Hudson abstaining from the vote due to a conflict of interest.

4 Draft Calendar for Year 3

Madam Chair Baracaldo used a PowerPoint Presentation to review the item and spoke regarding the application timeline, communicating with the community for the kickoff meetings, member's schedules, the weighted score sheet, and a subrecipient guide.

Discussion was held regarding schedules; availability; tutorials for small organizations; conflicts of interest; webinars; coordinating the application process; resources for applicants; Sims over the last two years; the press release; Hope Shot; a possible guide for presentations; the option for virtual; and revisions.

The Committee approved the draft calendar as the final calendar.

5 Year 3 Application Process

Madam Chair Baracaldo used a PowerPoint Presentation to review the item and spoke regarding feedback from applicants, kickoff meetings, registrations, timing concerns, process of evidence, the applicant's records, a multi-year request, what was covered by funds, reimbursement grants, terminology and explanations for applicants, a change from Budgetary Information to Financial Sustainability, the rubric, and working with Neighborly.

Discussion was held regarding blanks in the application; limiting to one thousand characters; and the diversified planning strategy.

This item was for information only.

6 Reporting Requirements – ODMS

Madam Chair Baracaldo used a PowerPoint Presentation to review the item and spoke regarding the new requirements from the Department of Children and Families, Year 1 and 2 subrecipients registering in the database, the format for non-traditional partners, what the State was requesting, a technical assistance training session, and monthly submittals.

Discussion was held regarding the data; DCF getting it monthly and quarterly for the Board; how many years were being funded; annual allocations; capital; the effective date; the term they have to report; and the next meeting.

The Committee approved the Opioid Task Force to only approve annual allocations, the same information that will be communicated to subrecipients for Year 3 and beyond.

Approval of Minutes

7 07-22-24 OTF Meeting Minutes

This item was not discussed.

8 07-23-24 OTF Meeting Minutes

This item was not discussed.

Miscellaneous

There was none.

Old Business

9 Revisit Recommendations from Year 2

The item was withdrawn.

Committees Reports

Ms. Roghani noted the upcoming Opioid Committee Fatality Review.

Ms. Kaly spoke regarding the ribbon cutting event for the Behavioral Health Urgent Care opening, how long it had been open, the number of individuals needing services, and an overview of the services.

Madam Chair Baracaldo spoke regarding briefing leadership on uses of the Opioid Funding, the Tri-County meeting, that she would like to bring the Office of Disaster Recovery Services to the next meeting, and thanked Staff for their support.

Adjournment

Madam Chair Baracaldo stated that their next meeting was April 29, 2025.

Ms. Kaly left the meeting at 11:24 a.m. and returned at 11:26 a.m.

Deputy Chief Letona left the meeting at 11:26 a.m. and returned at 11:31 a.m.

The meeting adjourned at 11:43 a.m.

OPIOID TASK FORCE
REGULAR MEETING
APRIL 1, 2025

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Nevaeh Wilkes

Nevaeh Wilkes, Records Clerk I
Board Records Division

Committee Members

Robert Chalmers, Senior Executive Officer, Public Safety Branch
Michelle Hudson, MSW, Supervisor of Social Work, Pasco County School Board
Captain Toni Roach, Pasco County Sheriff's Office
Paula Baracaldo, Support Services Director, Public Services
Derek Brewer, Police Chief, City of Zephyrhills
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Art Rowand, Retired, Pasco County Sheriff's Office Sergeant
Lauren Letona, Deputy Chief, City of New Port Richey Police Department

Opioid Task Force
Agenda
Tuesday, April 1, 2025
10:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
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7 07-22-24 OTF Meeting Minutes

8 07-23-24 OTF Meeting Minutes

Miscellaneous

Old Business

9 Revisit Recommendations from Year 2

Committees Reports

Adjournment

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: Sunshine Requirements Training

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
None

SUNSHINE LAW
Open Meetings



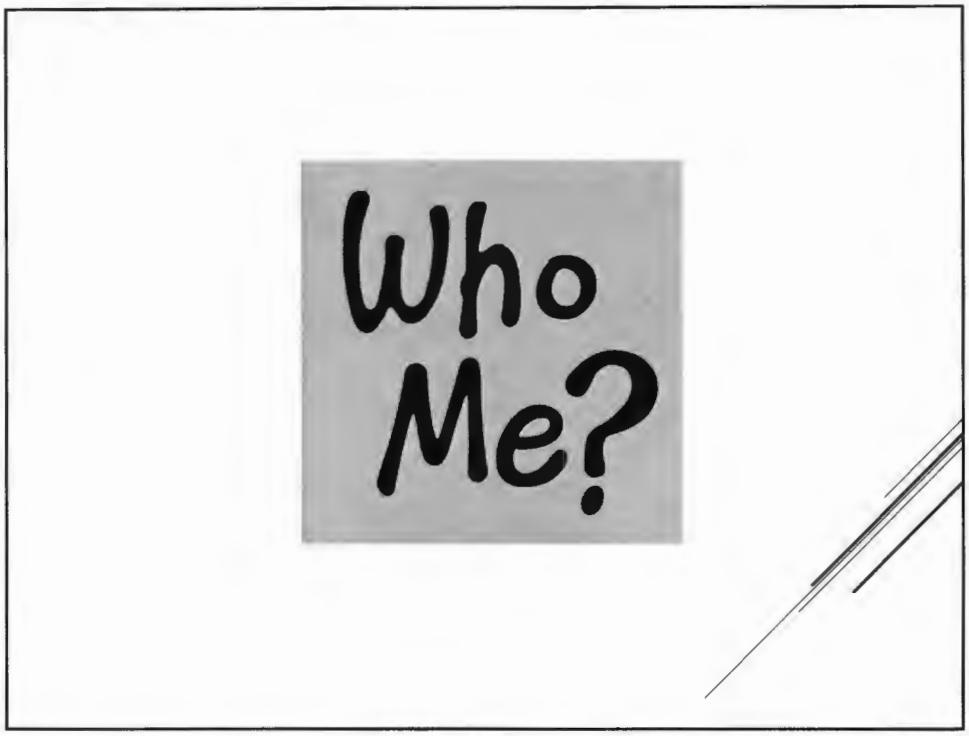
1

Florida's Government in the Sunshine Law provides a right of access to governmental proceedings at both the state and local levels.



Chapter 286, Florida Statutes

2


Who
Me?

3


YOU,
YES, YOU
Advisory boards created pursuant to law or ordinance or otherwise established by public agencies may be subject to the Sunshine Law even though their recommendations are not binding upon the agencies that create them.

4

Board members may not engage in private discussions

- **with each other**
- **about board business**
- **in person or by**
- **telephoning,**
- **emailing,**
- **texting or**
- **any other type of electronic communication (Facebook, etc.)**

5

In the absence of a statutory exemption, it applies to any gathering of two or more members of the same board to discuss some matter *which will foreseeably come before that board for action*.



6

While a board member is not prohibited from discussing board business with staff or a non-board member, these individuals may not be used as a "liaison" to communicate information between board members.

For example, a board member cannot ask staff to poll the other board members to determine their views on a board issue.

7



8

SCOPE OF THE SUNSHINE LAW

There are three basic requirements:

1) Meetings of public boards or commissions must be open to the public; and
2) Reasonable notice of such meetings must be provided; and
3) Minutes of the meetings must be prepared and open to public inspection.

9



10

Public Right to:

- Attend
- Participate
- Be Heard



11

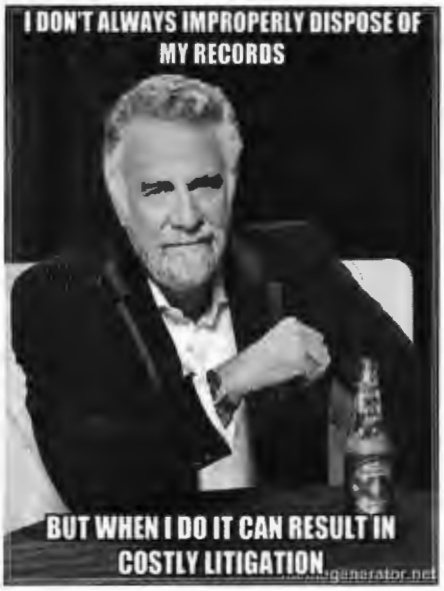
Florida's Public Records Law

It creates a right of access to inspect and/or have copies of public records.



Chapter 119, Florida Statutes

12



"Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

Fla. Stat. 119.011(12)

13

Public Records

- A public record is something made or received in connection with the transaction of official business by any agency.
- The form of the record is not important. If it meets the definition, it is a public record.
- Anything, in any format, that is intended to **PERPETUATE**, **COMMUNICATE**, or **FORMALIZE** knowledge.
- Includes DRAFTS of documents that are not in "final form."

14



15

CODE OF ETHICS FOR PUBLIC OFFICERS & EMPLOYEES

CHAPTER 112, PART III,
FLORIDA STATUTES



16

It is essential to the proper conduct and operation of government that public officials be **independent** and **impartial** and that public office not be used for private gain other than the remuneration provided by law.

LEGISLATIVE INTENT
SECTION 112.311, FLA. STAT.

17

Black's Law Dictionary defines ethics as "of or relating to moral action, conduct, motive or character... *professionally right or befitting*."



18

U.S. Supreme Court Justice Potter Stewart once said:



19

VOTING CONFLICTS OF INTEREST

No county, municipal, or other **local public officer** shall ***vote*** in an official capacity upon any measure which would **inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained**, other than an agency as defined in s. 112.312(2); **or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer**.

20

VOTING CONFLICTS OF INTEREST

Such public officer shall, **prior** to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

Fla. Stat. 112.3143(3)(a)

21

VOTING CONFLICTS OF INTEREST

"**Public officer**" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.



22

PARTICIPATION

No appointed public officer shall ***participate*** in any matter which would **inure to the officer's special private gain or loss**; **which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained**; or **which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer**, without **first disclosing the nature of his or her interest** in the matter.

Fla. Stat. 112.3143(4)

23

PARTICIPATION

(a) Such disclosure, indicating the nature of the conflict, shall be made in a written memorandum filed with the person responsible for recording the minutes of the meeting, **prior** to the meeting in which consideration of the matter will take place, and shall be incorporated into the minutes. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.

24

PARTICIPATION

(b) In the event that disclosure has not been made prior to the meeting or that any conflict is unknown prior to the meeting, the disclosure shall be made orally at the meeting when it becomes known that a conflict exists. A written memorandum disclosing the nature of the conflict shall then be filed within 15 days after the oral disclosure with the person responsible for recording the minutes of the meeting and shall be incorporated into the minutes of the meeting at which the oral disclosure was made. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.

Fla. Stat. 112.3143(4)

25

BEST PRACTICES & CUSTOM

- Since inception, it has been this board's custom to treat voting and participation as one in the same and to avoid the appearance of impropriety
- To meet and exceed that goal of independence and impartiality

- Customary, and best practice, to:
  - Recuse oneself from participating in discussion of employer's project
  - Recuse oneself from voting on the same

26


JUST BECAUSE YOU CAN
DOESN'T MEAN YOU SHOULD
memegenerator.net

27

PASCO COUNTY ADVISORY BOARDS

SUMMARY OF ETHICS, SUNSHINE LAW AND PUBLIC RECORDS REQUIREMENTS FOR ADVISORY BOARDS

AUGUST 3, 2012

Prepared by Pasco County Attorney's Office
Based on Materials Prepared by the Lee County Attorney's Office

You have been appointed to a Pasco County advisory board and/or committee. Accordingly, you should be generally aware of Florida Laws that may affect your service and the conducting of board/committee public body business. This document is presented as a general outline of some of the important regulations relating to your public service. It is not intended to be an exhaustive analysis of all the parameters thereof and the fact situations that may be applicable, which can dictate any final conclusions. If upon review, you desire further information and/or analysis to any particular circumstances, please contact the Pasco County Attorney's Office, 727-847-8120.

1. **Florida Government-in-the Sunshine Law (Section 286.011, Florida Statutes)**. You should not communicate with another member of the same public body concerning matters which may foreseeably come before the body, except in an open public meeting.

2. **Public Records Law (Section 119.011, Florida Statutes)**. In general, all documents, letters, and materials prepared or received by you in connection with your public body business used to perpetuate, communicate, or formalize knowledge are open for public inspection and copying.

3. **Code of Ethics and Standards of Conduct (Section 112.313, Florida Statutes)**.

   a. Gifts. You should not solicit or accept anything of value, including a gift, loan, reward, promise of future employment, favor, or service based upon any understanding that your vote, official action, or judgment would be influenced thereby.

   b. Unauthorized Compensation. You, your spouse or child should not accept any compensation, payment, or thing of value if you, with the exercise of reasonable care, should know that it was given to influence your official action.

   c. Doing Business with One's Agency. You should not while in your official capacity, either directly or indirectly purchase, rent, or lease any realty, goods, or services for your own agency from any business entity of which you or your spouse or child is an officer, partner, director, or proprietor or in which you or your spouse or child has a material interest. Nor should you while acting in a private capacity rent, lease, or sell any realty, goods, or services to Pasco County or any agency thereof, while you serve in an official public body capacity.

   d. Misuse of Public Position. You should not corruptly use or attempt to use your official position or any property or resource which may within your trust, or perform your official duties, to secure a special privilege, benefit, or exemption for yourself or others.

   e. Conflicting Employment or Contractual Relationship.

      (1) You are prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with an agency of which you are an officer or employee.

      (2) You are prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between your private interest and public duties.

f. Disclosure or Use of Certain Information. You should not disclose or use information not available to members of the general public, and gained by reason of your official position, for your personal gain or benefit or for the personal gain or benefit of any other person or business entity.

g. Exemptions. The requirements relating to "Doing Business with One's Agency" and "Conflicting Employment or Contractual Relationship" may be waived in certain circumstances. In addition, the statute provides for various specific exceptions to compliance. Please contact the Pasco County Attorney's Office should you need specific guidance as to whether an exemption applies.

4. **Voting Conflicts (Section 112.3143, Florida Statutes)**. You should not participate in any matter which would inure to your special private gain or loss, the special private gain or loss of any principal by whom you are retained, of the parent organization or subsidiary of a corporate principal by whom you are retained, without first disclosing the nature of your interest in the matter. A voting conflict form (Form 8B) must be filed with the meetings recording officer, be provided to the other members of the agency and be read publically at the next meeting. If the conflict is unknown or not disclosed prior to the meeting, you must orally disclose the conflict at the meeting when the conflict becomes known and file a voting conflict form.

5. **Disclosure of Financial Interest and Disclosure of Clients (Section 112.3145, Florida Statutes)**. You may have been appointed to a Pasco County advisory body which due to its function in land planning and zoning or other responsibilities, you are required to comply with additional disclosure and filing requirements. You will be duly notified if you are required to meet these additional responsibilities.

a. Form 1, Limited Financial Disclosure. In general, this form includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. No dollar values are required to be listed. You are required to file within 30 days from the date of appointment and by July 1 of each year.

b. Form 2, Quarterly Client Disclosure. This form includes the disclosure of the names of clients represented by yourself or by any partner or associate of your professional firm for a fee or commission before the County. Such representations do not include ministerial matters or representations on behalf of the County in your official capacity. The form should be filed quarterly and only when reportable representations were made during the quarter.

c. Form 9, Quarterly Gift Disclosure. The form is filed on the last day of any calendar quarter following the calendar quarter in which you received a gift over $100.00 other than gifts from relatives, gifts prohibited from being accepted (see below), gifts primarily associated with your business or employment and gifts otherwise required to be disclosed. The form is not filed if no such gift was so received.

d. Gifts. You are prohibited from soliciting any gift from a political committee or lobbyist who has lobbied the County within the past 12 months or the partner, firm, employer, or principal of such a lobbyist. You are prohibited from directly or

indirectly accepting a gift worth over $100.00 from such a lobbyist; from a partner, firm, employer or principal of the lobbyist; or from a political committee.

FLORIDA GOVERNMENT-IN-THE-SUNSHINE LAW
SECTION 286.011, FLORIDA STATUTES

Provides for the public's right of access to governmental proceedings and the decision-making process.

1. **Basic Requirements**

- Meetings of public boards or committees must be open to the public;
- Reasonable notice of such meetings must be given; and
- Minutes of the meetings must be taken.

a. Law is equally applicable to elected and appointed boards. Can apply to certain committee meetings of staff.

b. Applies to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before that board for action.

Question: Does it relate to board business? If so, there is a real probability that the matter will come up or if already decided, may come back before the board in some fashion.

Point: Do not discuss board business outside the properly noticed and scheduled board meeting.

c. Applies to the entire decision-making process. It is the how and why officials decided to act, not merely the final decision. Thus, the law applies to discussions between two members on actionable issues whether the discussions are formal, informal, or preliminary in nature. In addition, it does not matter what communication method is used - telephone, electronic, mail, text, social media, etc.

d. Members cannot discuss board business and/or reach a final decision by the use of secret ballots (votes must be open to review), codes, and/or the use of liaisons.

e. Written correspondence between members. One member's position or information provided in writing to other members is generally okay; however, there must not be any interaction among the members related to the correspondence. The correspondence must not be used as a vehicle for a response or interaction from the other members or used as a substitute for open meeting actions. If written correspondence is circulated among members for comment with such written comments and/or responses being provided to the other members, this is a violation of the requirements of the open meeting law. Even though the correspondence itself is subject to disclosure under the Florida

Public Records Law, the interactive written communication can be held violative of the open-decision-making process. Due to the unintended consequence of other members providing responsive writings, the use of written correspondence by one member to other members outside the meeting is discouraged.

f. Subcommittees: Subcommittee meetings are normally held to the same standard as the committee meetings. There is a limited exception for strictly fact-finding; however, if the subcommittee is making recommendations and/or taking other actions, they must comply with the open meeting requirements.

g. Single Individual: Ordinarily the law does not apply to an individual member of the board. Certain factual circumstances, however, have arisen where in order to assure the public access to the decision-making process, the courts have concluded that the presence of two members of the same board is not necessary to trigger the open meeting law requirements; i.e.:

(1) The individual has been delegated de facto authority on behalf of the board to take actions and/or make decisions on its behalf. The individual functions as the board's alter ego. The open meeting law does not allow the board to circumvent the open process by having one member make decisions for them outside the public meeting.

(2) If the member has been authorized only to gather information or function as a fact-finder with all such matters being related back for board consideration at the open meeting, the law does not normally apply. Individual members, committees, and/or subcommittees delegated fact-finding and reporting activities can be an exception to the law. If used, caution dictates how such exception is first established, the authority given, and the need for full disclosure and discussion at the subsequent open meeting.

h. Staff: Meetings of staff employees are not ordinarily subject to the Sunshine Law. Some exceptions may be where there is:

(1) A delegated decision-making function outside the ambit of the normal staff function; or

(2) A staff employee acting as a liaison between members; or

(3) A staff employee acting in place of members at the member's direction.

There are reported cases wherein the courts have held that an employee has ceased to function in his or her staff capacity when appointed to a specific committee or group that has been delegated authority to make material recommendations and/or take substantial acts that could affect certain rights and interests. In general, the courts look at the nature of the act performed, not the make-up of the committee or the proximity of the act to the final decision.

General Examples Noted: Certain appointed Budget, Grievance, and Bid Selection Committees. In creating a staff committee, it is important to review how and why members are selected, committee function in relation to the jobs of the members, and the intended results.

2. **Meeting Requirements**

a. Meeting Place: Open to the public, access available, opportunity for public participation, out-of-town meetings are discouraged.

b. Reasonable Notice: Time and manner. Factual circumstances dictate what is "reasonable." This is always better to provide as much notice as possible.

c. Minutes: Promptly recorded and written. Can be a written summary or synopsis. A tape recording may be made but must be reduced to written minutes. If tape used, it is retained as a public record. Minutes must be retained and open for public inspection as a public record.

3. **Penalties**

a. Individual:

(1) A Knowing Violation: 2nd Degree Criminal Misdemeanor
60 Days/$500.00
State Attorney's Office

(2) Suspension and removal from official duties.

(3) Non-Criminal Infraction: Fine not to Exceed $500.00
State Attorney's Office.

(4) Attorney Fees: If civil action.

b. Government Body:

(1) Civil action for injunctive or declaratory relief.

(2) Acts of the government body may be held void.

(3) Attorney fees may be imposed.

PUBLIC RECORDS
SECTION 119.011(1), FLORIDA STATUTES

All documents and materials made or received by the County and its advisory boards in connection with official business which are used to perpetuate, communicate, or formalize knowledge are considered Public Records.

All such materials, regardless of whether they are in final form, are open for public inspection and copying unless the Legislature has specifically exempted them from disclosure.

The term "Public Record" is not limited to traditional written documents. It includes such materials as tapes, photographs, sound recordings, e-mail, film, etc.

If the purpose of the document and/or material prepared in connection with the official business is to perpetuate, communicate, or formalize knowledge, it is a public record regardless of whether it is in final form or the ultimate product of a board or staff. Thus, however prepared, if any such document is circulated for review, comment, or information, it is a public record, even if marked or intended to be a "preliminary" or "draft" document.

It is only those uncirculated materials which are merely preliminary or precursors to future documents that are not in and of themselves intended to serve as final evidence of the knowledge to be recorded which are not public records.

> Examples: Preliminary notes to be used in preparing a public record, uncirculated rough drafts not intended for filing, or final evidence of knowledge.

THE PUBLIC HAS THE RIGHT TO INSPECT AND COPY PUBLIC RECORDS:

Inspection and Copying Points:

- Custodian must keep records secure and readily available.
- Custodian must allow the record to be inspected and examined by any person desiring to do so, at any reasonable time.
- Inspection can be done under reasonable conditions, but a custodian may not impose a condition of inspection which operates to restrict the right of access. The custodian's role is to see that the record is reasonably protected from alternation or destruction, but not to frustrate the inspection.
- No special or legitimate interest need be shown by the individual requesting to inspect a public record.
- Custodian cannot refuse a request on the basis that the request is "over broad."
- A request need not be in writing or contain any special information.
- Custodian not required to answer questions, create or reformat its records in a particular form.

- Custodian must allow inspection and copying within limited reasonable time. No automatic delay is permissible. Custodian must retrieve the record, review for any exemptions, and delete any portion of the required claimed exempt from disclosure.

- If a record is exempt from inspection pursuant to law, the basis for the refusal to release their record must be provided. If only a portion of the record is exempt, that portion only can be deleted, but the remaining record must be provided for inspection.

- All exemptions of a public record or portions of a public record must be specifically authorized by law. Exemptions are strictly construed in favor of open records.

- The custodian can charge the fees as authorized by Florida Statute for copies of Public Records; and

- Public records are maintained, stored, and then destroyed pursuant to the rules of the State of Florida.

Penalties:

- Individual:

    - Willful and Knowing Violation: 1st Degree Criminal Misdemeanor
      One Year/$1,000.00
      State Attorney's Office

    - Non-Criminal Infraction - Fine not to Exceed $500.00
      State Attorney's Office

- Government Body:

  Injunctive/Declaratory Civil Action: Reasonable costs and attorney fees imposed.

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

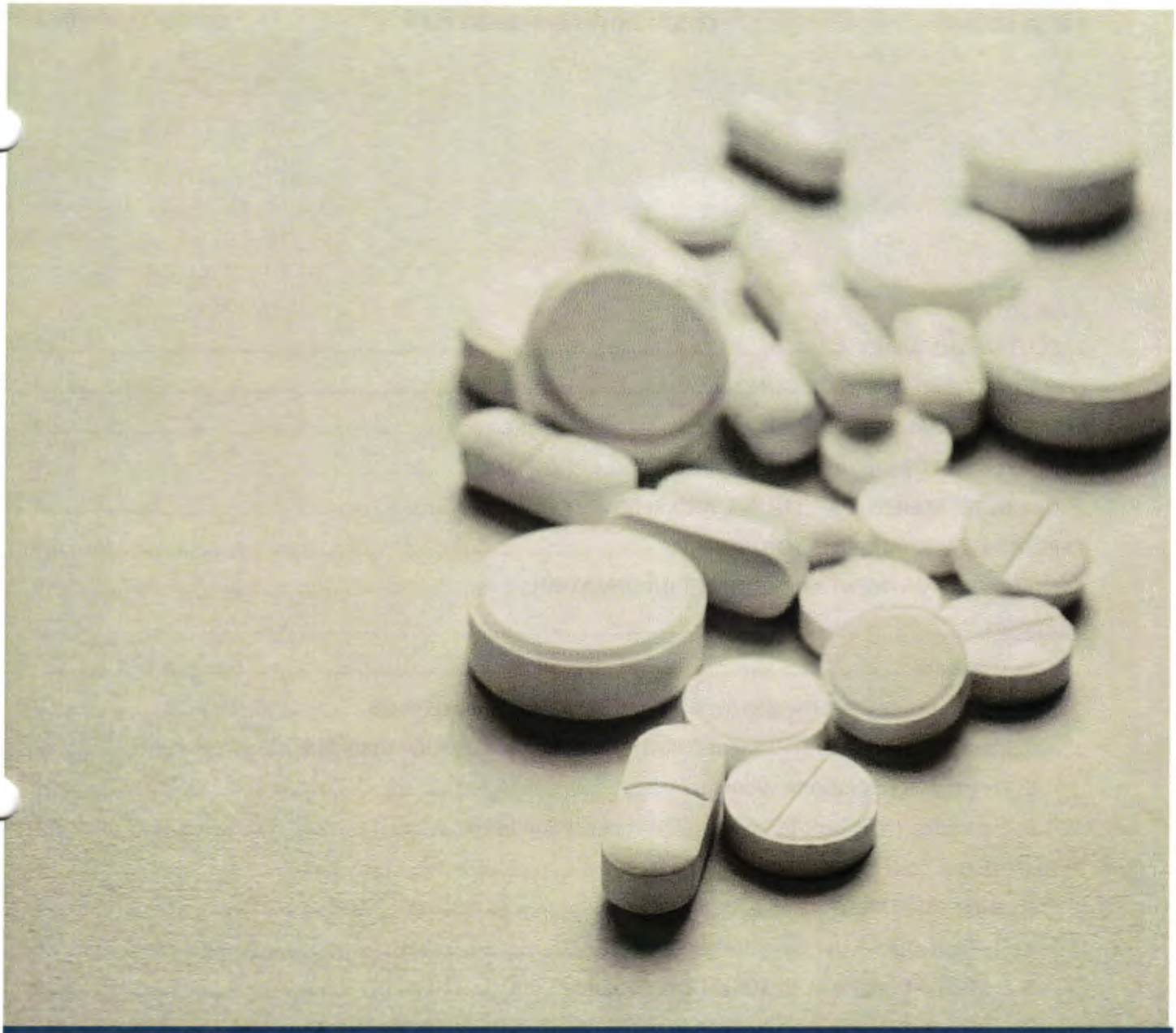
OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: General Updates: Year 2, Project Status and Execution Rates

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
None



Community Abatement Plan

Pasco County Opioid Task Force

PASCO COUNTY

Updated: 3/21/2025
Created: 10/25/2021

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EXECUTIVE SUMMARY

The Pasco County Opioid Task Force, together with various community partners, has prepared this plan which aims to provide a framework for the planning and funding priorities to address opioid use and other substance disorders in Pasco County. This plan may be revised on a quarterly basis to adopt changes needed based on community needs, as a review of Pasco County's existing resources and opportunities continues with providers and stakeholders.



Historic Pasco County Courthouse Recognizing 2024 International Opioid Overdose Awareness Day

OPIOID SETTLEMENT BACKGROUND

In 2018, Pasco County, along with numerous other cities and counties, filed suit against manufacturers and distributors of opioids. At the time, the State of Florida also sued 11 corporate entities for their wrongful conduct in the opioid epidemic crisis. In 2021, Pasco County formalized its agreement with the State of Florida in order to obtain funds as part of the global settlement on what became later known as The Florida Plan. In 2022, a global settlement of all the cases, through cooperation between the State Attorney General and local governments in Florida, resulted in the state negotiating its share of the nationwide opioid settlement. The litigation from the opioid

settlements represents thousands of lawsuits across the country against opioid pharmaceutical companies and distributors, whose practices contributed to the opioid crisis. These dollars were split into two main funds: the "City/County Fund" and the "Regional Fund." Pasco County and two of its largest municipalities, the Cities of New Port Richey and Zephyrhills, received funding from the settlement through the City/County Fund; this is the smallest allocation available for grant opportunities.

As part of the settlement, Florida Counties could also opt to become "Qualified Counties" in order to manage additional funds for treatment, prevention, and recovery efforts, if the following requirements were met:

- Be a charter or non-chartered county within the State that has a population of at least 300,000 individuals; and
- Has an opioid task force of which it is a member or operates in connection with its municipalities or others on a local or regional basis;
- Has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic;
- Is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and
- Has or enters into an agreement with a majority of Municipalities (majority is more than 50% of the municipalities' total population) related to the expenditure of Opioid Funds.

Pasco County, having met the requirements listed above, submitted formal documentation to become officially designated as a Qualified County. Below is a list of the documents that enabled the Support Services Department to seek out community members to join the Opioid Task Force; create and manage the Opioid Treatment, Prevention and Recovery Fund; and support the Board of County Commissioners' vision for how these funds would assist the impacted population in our community:

- Resolution 21-266, approved on August 24, 2021, by the Pasco County Board of County Commissioners (BCC), "Establishing the Terms, Composition, Membership, and Quorum Requirements for the 'Pasco County Opioid Task Force,'" and Designating the Chair and Vice-Chair for the Task Force.
- *SPS22-0002 Pasco County Florida Opioid Abatement Plan*, approved by the Pasco County BCC on November 9, 2021.
- *BayCare Behavioral Health, Inc., Managed Contract with Pasco County*, as part of the Central Florida Behavioral Health Network, to provide Substance Abuse Mental Health Services to Pasco County residents, approved by the Pasco County BCC on December 10, 2019.
- *SPS22-0005 Interlocal Agreements Governing Use of Pasco County Regional Opioid Settlement Funds – Cities of New Port Richey and Zephyrhills*, approved by the Pasco County BCC on December 7, 2021.

THE OPIOID TASK FORCE

Formed in August 2021, the Opioid Task Force (OTF) recognized the serious public health problems associated with the opioid epidemic impacting Pasco County. The OTF works with public and private partners to make recommendations that ensure that our community works collectively to gather data about the nature, extent, and problems being faced in the county; receive and report recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic; and make recommendations to the Board about steps, actions, or plans that should be undertaken to abate the opioid epidemic in Pasco County.

Purpose of Opioid Task Force

Serves as an advisory body to the Pasco County BCC to:

- Recommend expenditures
- Ensure the County meets requirements under the *Florida Plan*
- Develop and maintain the *Community Abatement Plan*

Opioid Task Force Members

Member	Organization
Robert Chalmers, Chief Administrative Officer	Pasco County Fire Rescue
Michelle Hudson, MSW, Supervisor of Social Work	Pasco County Schools
Toni Roach, Captain	Pasco County Sheriff's Office
Paula Baracaldo, Support Services Director	Pasco County Public Services
Lauren Letona, Deputy Chief	City of New Port Richey
Derek Brewer, Police Chief	City of Zephyrhills
Trang Chikatone, Administrative Services Director	Department of Health
Joey Resnick, President and Chief Executive Officer	Premier Community Healthcare
Tracey Kaly, Clinical Operations Director	BayCare Behavioral Health
The Honorable Judge Shawn Crane	Sixth Judicial Circuit Court
Parnia Roghani	Pasco County Alliance for Substance Addiction Prevention
Art Rowand, Retired Sergeant	Retired Public Health or Addiction Expert

OPIOID TREATMENT, PREVENTION, AND RECOVERY FUND

After the County received the allocations from the City/County and Regional Funds, the OTF began its process to determine the best way to distribute funds based on the Florida Plan and the County's Community Abatement Plan. As a result, the Opioid Treatment, Prevention, and Recovery Fund (Opioid Fund) was initiated. This countywide Fund returns opioid settlement allocations from

the global settlement as critical investments and resources to residents impacted by the opioid crisis in Pasco County.

The Fund will award grants to community-based organizations that engage residents affected by the opioid epidemic through programs in substance use disorder treatment, overdose prevention, substance misuse awareness and education, and harm reduction. Funding can be used for evidence-based practices only if they address treatment, prevention, and recovery of substance use disorders for Pasco County residents. Funding requests for these funds must be consistent with the Community Abatement Plan and with Schedule A - Core Strategies, as stipulated in the Florida Plan.

Award amounts may vary depending on available resource levels and priorities of the OTF and the data-reflected needs of the community. In addition, there is not a specified number of grants that will be awarded. Decisions will be made based on the quality of applications received, and organizations that meet the selection criteria and submit applications will be considered.

Further, multi-year awards will be available for up to three years. Program Awardees may be eligible to apply for additional funding upon successful completion of their projects/programs and requirements under this funding program. Funding will be granted on an annual basis; and a five percent (5%) administrative cost reimbursement is allowed under this grant.

For all grants, funds must be used to support, advance, or align with at least one of the focus areas and directly reference how the project/program relates to the Community Abatement Plan, which includes community needs received by our OTF members and the public:

- *Treatment and Supportive Services:* Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs and promote and facilitate connections to behavioral health treatment and recovery services.

- *Prevention and Education:* Expand efforts in community-based prevention, education, and harm reduction. Reduce stigma in communities related to substance use. Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs.

- *System-Level Abatement:* Address and respond inclusively to complex, unmet community needs related to substance use disorder for underserved populations

- *Caregiver Support:* Heal individual and collective trauma related to substance use. Provide family peer mentoring, funding for reunification support, trauma treatment, child-parent psychotherapy, etc.

- *Mitigation and Enforcement:* Promote public safety and wellness for community workers in the substance use field. Create or leverage existing prevention strategies.

Overall, the fund's allowable uses are intended to be broad and all-encompassing to encourage

organizations working in communities to propose novel and innovative ideas, especially those that may not be funded elsewhere, in response to the overdose crisis.

REPORTING REQUIREMENTS TO THE STATE

On an annual basis, a report is due by June 30th of each year on the intended uses for the settlement funds, as per the Florida Agreement to the Department of Children and Families (DCF) for the upcoming fiscal year. In addition, by August 31st of each year, a report is due to DCF detailing the expenditures and data sets to demonstrate the effectiveness of expenditures on the Approved Purposes.

MANAGING DEPARTMENT AND CONTACT INFORMATION

For questions about this funding opportunity, please contact the Support Services Department at (727) 847-2411 or via email to opioidsettlementgrant@pascocountyfl.net.

SCHEDULE A

Core Strategies

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-
2. Medicaid eligible or uninsured pregnant women;
3. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
4. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD)
5. including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

SCHEDULE B

PART ONE: TREATMENT

A. Treat Opioid Use Disorder (OUD)

Support treatment of OUD and any co-occurring Substance Use Disorder or SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services offered by qualified professionals and service providers, such as peer recovery coaches for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, veterans, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including tele-mentoring to assist community-based providers in rural or underserved areas.

8.1. **Host trainings or conferences** on addiction and drug trends for behavioral health organizations, as well as the public.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service - Opioids web-based training curriculum and motivational interviewing.

14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. Support People in Treatment and Recovery

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

3.1. Recovery Community Organization (RCO) Coordinator (full-time position)

3.2. RCO Navigation Center: Resources and outsourcing options.

3.3. Peer Support Specialist (full-time position)

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co- occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports

listed above.

C. Connect People Who Need Help to the Help They Need (Connections to Care)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how toappropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

   2.1. **SBIRT becoming a reimbursable service for doctors** (primary care, OBGYN, etc.) **Legislative Policy Change** for the State to consider.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid- related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments,

detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

    12.1. **Early Childhood Court Coordinator**: full-time position to reduce trauma on brain development in the zero to five population due to parents with substance use disorders and child welfare involvement. Extend available treatment of children/parents in dependency cases (including dependency drug court cases) to include access to Child-Parent Psychotherapy (CPP) for families with children five and under (as well as providing CPP certified training to cadre of local counselors), provide other trauma treatment to older children, provide tutoring for children with fetal drug exposure, provide for substance abuse risk screening and subsequent treatment for school-age young, provide for young mentoring services, family peer mentoring, provide for rental deposit assistance to families in an effort to aid them to secure stable housing necessary for reunification.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. Address the Needs of Criminal-Justice-Involved Persons

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    - Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    - Active outreach strategies such as the Drug Abuse Response Team (DART) model;

- "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

- Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

- Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

1.1. **New Squad** (additional full-time personnel to support all municipalities in Pasco County)**:** to enhance our overall opioid response by adding capabilities to our current initiative (focused on heroin/fentanyl related to Pasco overdose deaths, and related sources of supply) and add an additional capability with resources focused on regional sources of supply for heroin/fentanyl overdose deaths.

1.2. **Additional full-time personnel to support all municipalities in Pasco County to a DEA Opioid Task Force** that has a regional overdose source of supply focus.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

5.1. **Substance Use Disorder Counselor/Re-Entry Planner:** Requesting an individual that would be able to instruct substance use disorder classes and provide counseling services to those that are incarcerated and demonstrate motivation for change. This individual will also assist the Program Department with making appropriate referrals and re-entry planning to assist these inmates in obtaining sober-living upon their release and scheduling follow-up services in the community, to include outpatient services.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis (QUO)/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. Address the Needs of Pregnant or Parenting Women and their Families, Including Babies with Neonatal Abstinence Syndrome

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with Neonatal Abstinence Syndrome (NAS),through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by NAS.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

    2.1. **Substance Exposed Newborn care kits** for parents to take when the babies are going home.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and theirfamilies regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on bestpractices for compliance with federal requirements that children born with Neonatal AbstinenceSyndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and childcare services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services - Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placedin foster care due to custodial opioid use.

PART TWO: PREVENTION

F. Prevent Over-Prescribing and Ensure Appropriate Prescribing and Dispensing of Opioids

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    5.1.1. Increase the number of prescribers using PDMPs;

    5.1.2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access POMP data, or both; or

    5.1.3. Enable states to use POMP data in support of surveillance or intervention strategies, includingMAT referrals and follow-up for individuals identified within POMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery

8. Educate dispensers on appropriate opioid dispensing.

G. Prevent Misuse of Opioids

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, to include the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and communityeducation programs and campaigns for students, families, school employees, school athletic programs,parent-teacher and student associations, and others.
    - 8.1. **Facilitators in Schools** – to conduct prevention curriculum and life skills/social emotional groups.
    - 8.2. **Curriculum for Schools and Community Settings** – schools (charter and non-traditional), church groups, Department of Juvenile Justice, after-school programs, etc.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
    - 9.1. **STAND Youth Advocacy Coordinator** – to build a strong infrastructure for the youth coalition.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young

people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. Prevent Overdose Deaths and Other Harms (Harm Reduction)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases, such as HIV and Hepatitis C, resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. First Responders

In addition to items in Sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. Leadership, Planning and Coordination

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share,or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. Training

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies may include, but are not limited to,

the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

    2.1. **Epidemiologist Position:** to gather all data surrounding drug trends, substance exposed newborns, youth use, recovery success from treatment programs, conduct focus groups, and local surveys to keep local stakeholders informed as trends change.

L. Research

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

    5.1. **Forensic lab costs associated with opioid use (including mass spectroscopy).**

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., HawaiiHOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to, approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction

opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: School Board Proposal for Year 2

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
1. District School Board - Opioid Narrative
2. District School Board - Vaping Budget Request

Pasco County Schools Grant Proposal

Objective: Increase awareness and action around vaping for all middle and high school students in Pasco County ultimately reducing the use of vaping.

Background/Overview of Pasco County Student Congress:

- Each school's student Congress team is comprised of three to five students and a school administrator from every middle and high school.
- The goal is to allow students and their administrator to voice needs in their school and its population that is safe, inclusive and where students thrive.
- Each school's student Congress team attends district-wide meetings during the school year and one large culmination event at the end of the school year called Together We Stand.

Grant Proposal for Pasco County School Student Congress:

- Student Congress participants will receive training and engage in learning about vaping and the impact it has in various health, economic and social environments.
    - Pasco Schools staff members will be trained in the Not-On-Tobacco Proven Teen Smoking and Vaping Cessation Program (NOT), INDEPTH: An Alternative to Suspension or Citation program (INDEPTH), and Teen Mental Health First Aid (TMHFA). The three programs mentioned are all evidence-based programs aimed at reducing tobacco use and increasing the mental health awareness of teens.
    - The staff members will then provide training to the student Congress members during the student Congress meetings to enhance the student Congress's ability to create an individualized plan for the school to reduce the number of students vaping and using drugs.
- Student Congress students and administrators will create and implement a targeted individualized vaping/tobacco mitigation and education program for each school.
- Each school will utilize a template that the students and administration will use as a backbone to create their program whether it be an advertising campaign, handouts, etc. This will include goals, objectives, content creation, data collection and budgeting.
- Any students involved in the student Congress that want to receive the Teen Mental Health First Aid training may also attend a training course and become certified as a Teen Mental Health First Aider.

Outcomes:

1. A 20% increase in the post assessment scores of Student Congress participants.
2. 90% of Middle and High schools have created and implemented a school-based plan of action to reduce drug and tobacco usage by the end of the 25/26 school year.
3. A 10% reduction the number of referrals for possession/using tobacco or drugs in middle and high schools by the end of the 26/27 school year.
4. Have at least three staff members trained in the NOT, INDEPTH, and TMHFA programs by the start of the 25/26 school year.

The funds from the grant will pay for the following:

- Key-note speaker
- Training costs for Teen Mental Health First Aid training
- Training costs for NOT
- Training costs for INDEPTH
- Supplies/materials for Student Congress sessions

Salary Budget

Function	Object	Staff title	Cost	Count	Total Salary	
6120	130	Other Certified Personnel - Salary for Program Specialist - 60,280	$25,000.00	1	$25,000.00	
6120	210	Retirement @ 13.63%	13.63%		$3,407.50	
6120	220	FICA @ 7.65%	7.65%		$1,912.50	
6120	240	Workers Compensation @ 1.25%	1.25%		$312.50	
6120	250	Unemployment Insurance @0.10%	0.10%		$25.00	
6300	230	Group Insurance for Program Specialist - 7,812.50			$2,578.13	
6120	130	School Campaign Budget	$1,300.00	39	$50,700.00	
6120	210	Speaker(s)	$7,500.00		$7,500.00	
6120	220	Materials Student Congress Meetings	$5,000.00		$5,000.00	
		Training Costs (NOT, INDEPTH, and TMHFA)	$3,000.00		$3,000.00	
					$99,435.63	total

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** OTF25-0004 **DATE:** 4/1/2025

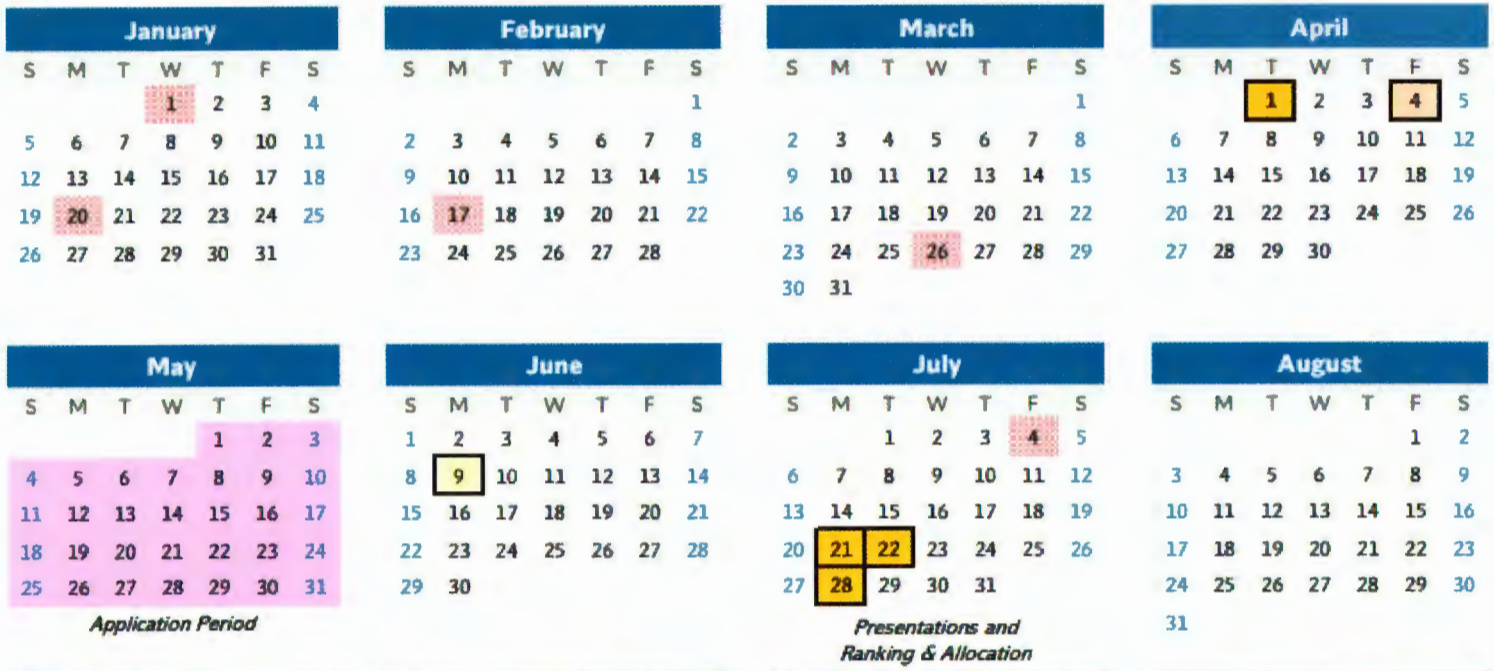
SUBJECT: Draft Calendar for Year 3

AGENDA SECTION:

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. OTF Meeting Schedule 2025_Draft

2025 OTF Calendar



- Tentative OTF Meetings
- Tentative Press Release dates prior to Application opening
- Year-3 Application Period
- Qualified Applicants sent to OTF for Review
- County Offices Closed

PASCO COUNTY FLORIDA
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OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: Year 3 Application Process

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
1. Scoring Rubric for Neighborly_Year3_DRAFT

Category	Subcategory	Score	Description
Budgetary Information	Well-Defined Budget Proposal	5	Budget is comprehensive, detailed, and aligns with project goals. All expenses are justified.
		4	Budget is clear with only minor details missing; most expenses are well justified.
		3	Budget is included but lacks details on some key expenses or allocations.
		2	Budget is vague or missing significant details; justification is weak.
		1	Budget is incomplete or unrealistic.
	Financial Sustainability	5	Strong sustainability plan with clear long-term funding strategy.
		4	Financial sustainability is well-planned, with minor areas needing improvement.
		3	Some sustainability planning exists, but gaps remain in funding strategy.
		2	Sustainability plan is unclear or does not extend beyond initial funding.
		1	No sustainability plan provided.
Project Plan	Clear and Actionable Objectives	5	Objectives are well-defined, measurable, and achievable within the project scope.
		4	Objectives are clear but may need slight refinement for full measurability.
		3	Objectives are somewhat clear but lack strong measurability or focus.
		2	Objectives are vague or difficult to measure.
		1	No clear objectives presented.
	Completeness of Project Submittal	5	Proposal is thorough, includes all required documents, and meets submission standards.
		4	Submission is complete with only minor missing elements.
		3	Submission is mostly complete but missing key details.
		2	Submission is incomplete or lacks significant required documents.
		1	Proposal is substantially incomplete or unorganized.
	Overall Quality & Level of Professionalism	5	Proposal is highly polished, well-structured, and professionally presented.
		4	Proposal is well-written with minor formatting or clarity issues.
		3	Proposal is clear but lacks professional formatting or polish.
		2	Proposal is difficult to read, with major formatting or clarity issues.
		1	Proposal is unprofessional, disorganized, or poorly presented.
	Key Performance Indicators (KPIs)	5	KPIs are specific, measurable, and aligned with project outcomes.
		4	KPIs are mostly clear but could be more specific.
		3	KPIs are somewhat relevant but lack specificity.
		2	KPIs are vague or weakly tied to project goals.
		1	No KPIs provided.
	Clearly Defined Expected Community Outcomes	5	Outcomes are well-defined, measurable, and clearly aligned with community impact.
		4	Outcomes are mostly clear with minor refinements needed.
		3	Outcomes are present but not fully measurable or clearly defined.
		2	Outcomes are vague or not clearly linked to community impact.
		1	No defined outcomes provided.
	Qualified & Experienced Personnel	5	Team has extensive relevant experience, with strong qualifications.
		4	Team has solid experience, but some members may lack extensive qualifications.
		3	Team has relevant experience, but with gaps in expertise.
		2	Team has minimal experience or lacks necessary qualifications.
		1	No relevant experience demonstrated.
	Detailed Personnel Duties & Responsibilities	5	Roles and responsibilities are well-defined and clearly assigned.
		4	Roles are mostly clear, with minor areas needing clarification.
		3	Some roles are defined, but responsibilities are not well-distributed.
		2	Roles are vague or not clearly assigned.
		1	No roles or responsibilities are defined.
Timeline	Realistic Project Implementation Timeline	5	Timeline is detailed, feasible, and aligns with project deliverables.
		4	Timeline is mostly feasible with minor areas needing clarification.
		3	Timeline is present but lacks detail or clear milestones.
		2	Timeline is unrealistic or missing key deadlines.
		1	No timeline provided or unrealistic schedule.
Presentation	Ability to Answer Questions	5	Presenter confidently answers all questions with detailed and relevant responses.
		4	Presenter answers most questions well but lacks depth on a few points.
		3	Presenter answers some questions adequately but struggles with details.
		2	Presenter struggles to answer key questions or lacks confidence.
		1	Presenter is unprepared or unable to answer questions effectively.

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: Reporting Requirements – ODMS

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
None

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: 07-22-24 OTF Meeting Minutes

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. OTF 07-22-2024 - FINAL
2. OTF 07-23-2024 - FINAL

OPIOID TASK FORCE
REGULAR MEETING

ANNOTATED MINUTES

JULY 22, 2024

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

9:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Paula Baracaldo, Chairman
Support Services Director, Public Services

J. David Feichtner
Deputy Fire Chief, Fire Rescue

Lauren Letona
Deputy Chief, City of New Port Richey
Police Department

Trang Chitakone
Administrator, Florida Department of Health
In Pasco County

The Honorable Judge Shawn Crane
Sixth Judicial Circuit Court

Joseph Resnick
CEO, Premier Community Healthcare

Captain Toni Roach
Pasco County Sheriff's Office

Derek Brewer
Police Chief, City of Zephyrhills

Art Rowand
Retired, Pasco County Sheriff's Office
Sergeant

Michelle Hudson, MSW
Supervisor of Social Work
Pasco County School Board

Parnia Roghani Shareef, Co-Chair
Pasco County Alliance for Substance
Addiction Prevention (ASAP)

Tracey Kaly
Director of Clinical Operations
BayCare Behavioral Health

Legal Counsel:

Robert Hale, Assistant County Attorney

Staff:

Lori Bushway, Administrative Assistant for Support Services
Nicole O'Neill, Support Services Specialist
Riana Giannico, Grants Coordinator for Support Services

Call to Order

Madam Chair Baracaldo called the meeting to order at 9:00 a.m.

Invocation and Pledge

Ms. Amanda Dobson, Records Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Welcome and Introductions

Madam Chair Baracaldo introduced and welcomed Mr. Robert Hale, Assistant County Attorney, and Mr. J. David Feichtner, Deputy Fire Chief.

Roll Call

Ms. Dobson called the roll. All members were present.

Public Comment

Madam Chair Baracaldo reviewed the procedures to be followed and called for public comment.

There was none.

New Business

Madam Chair Baracaldo reviewed the recusal procedures.

Madam Chair Baracaldo spoke regarding the Pasco Kids First submission for funding, that they were unavailable to present today or tomorrow, and that they had requested to be added to the August meeting.

Discussion was held regarding approving the Pasco Kids First request.

The Committee approved to add the Pasco Kids First application presentation to the August 12, 2024 meeting.

1 Discussion - $750,000 to Public Safety Projects

Madam Chair Baracaldo used a PowerPoint presentation to review the item and spoke regarding $750,000.00 money allocation for County projects and the remaining $5,000,000.00 funds for community projects.

Ms. O'Neill distributed a Program Overview packet to the Committee for reference on the item.

Ms. Cathy Pearson, Assistant County Administrator for Public Services, spoke during the discussion.

Discussion was held regarding the current County applications being reviewed; the agencies that qualified for the $750,000.00 Public Safety Projects; the applications that had been submitted; the budget process and timeline; clarification that the $750,000.00 would go towards County projects only; the application process; the reason for a separate application process; that this was a particular fund for the BCC to utilize; the $750,000.00 fund distribution; regional funds; transparency on the allocation of funds; the 5% County take away; that funds would be specific to just a project; application case ID 30047; the breakdown of the budget and allocation process; the current applications that showed a need; awarding to community projects; and the eligibility status of the County funds for projects being reviewed.

The Committee approved the $750,000.00 for County projects with the Honorable Judge Crane, Mr. Rowand, and Captain Roach abstaining from the vote due to a conflict of interest.

2 Letter of Intent

Madam Chair Baracaldo used a PowerPoint presentation to review the item and spoke regarding the application process with the Community Abatement Plan and verification and contact with the state.

The item was for information only.

3 Project Presentations

Madam Chair Baracaldo spoke regarding the presentation rules and process for the presenters and that there would be eight presentations today.

Discussion was held regarding last year's applications and their status; the current reimbursement requests; the pending approval applications process; the funds disbursed in Munis; the ranking list for each project; and a clarification on how much money the Committee had to distribute.

Project 1 – Ace Opportunities: Ace Opportunities Rise Up 2024

Mr. Frank Seidl, Ace Opportunities, spoke regarding an overview of Ace Opportunities and it's recovery program, the ultimate goal of general housing, survey results on existing people at Ace Opportunities, an overview on services and the background of people served, the program's purpose, the success rate for individuals, the proven outcomes of the program, and the breakdown of the requested funds.

Discussion was held regarding clarification on what specific item would be funded; that clients would benefit from the whole program being funded; the importance to report to the state on a specific funded item; the matching of funds; to fund monthly housing and allocate the budget as needed; the importance of demonstrating the specific use of the funds; that the $50,000.00 could be used for a Case Manager's salary; that general housing would be easier to document; the Neighborly insight and a new version of the budget; and that Ace Opportunities received a lot of individuals through the court system.

The item was for information only.

Project 2 – Alliance for Healthy Communities: The Alliance Expansion Project

Mr. Rowand, Mr. Resnick, Ms. Roghani Shareef, Ms. Kaly, Captain Roach, and Ms. Chitakone abstained from the project discussion due to a conflict of interest.

Mr. Rikkard Rambo, Executive Director of Alliance for Healthy Communities, introduced Ms. Christine Parris, Board President of Alliance for Healthy Communities, Ms. Kellie Rodriguez, Programs and Outreach Director for Alliance for Healthy Communities, and Ms. Missy Coyle, ASAP Coalition Coordinator for Alliance for Healthy Communities, and spoke regarding the history of ASAP, the efforts of the program, an overview of year one with the OTF funding, the partnerships with The Hope Shot and the Always Center, funding to support staffing, an overview of the staffing positions, the success of the year one funding, and that the OTF's support would help sustain all of the program's efforts.

Discussion was held regarding salary range breakdowns; the congressional allocation; that the funds would be used for more than just salaries; and fundraising earnings and goals for the future.

The item was for information only.

Project 3 – BayCare Behavioral Healthcare: Pasco County Response Team

Ms. Roghani Shareef, Deputy Chief Letona, Captain Roach, Chief Brewer, and Ms. Kaly abstained from the project discussion due to a conflict of interest.

Ms. Sonya Bufe, Baycare Behavioral Health, introduced Ms. Erica Fritz, Baycare Behavioral Health, used a PowerPoint presentation to review the item and spoke regarding the need for increased law enforcement services, the co-responder model, Baycare's relationship with law enforcement, built upon funding with Baycare to start including other municipalities, the overdose statistics across the United States and Pasco County, and that the project connected Pasco citizens with lifesaving services.

Discussion was held regarding an overview of the job of the Pasco County Response Team; the availability of the Response Team; to add additional co-responders for all five municipalities; the salary breakdown and the determination of municipality needs; a breakdown of staff levels; the utilization of funds; the priority timeline with municipalities; that the fund request was based on population growth and the number of overdose and mental health calls; the number of calls responded to; the process of working with citizens who had been Baker or Marchman Acted; that opioid based issues or overdoses was the priority; the data on service calls and co-responder teams; and that the primary focus was on the west side of the County with the hope of expanding to all of Pasco.

The item was for information only.

Project 4 – Brianna's 2nd Chance: Future Fuel Youth Harm Reduction & Prevention

Ms. Angie Hatfield, President of Brianna's 2nd Chance Inc, spoke regarding the 2021 data of child deaths due to Fentanyl in Florida, an overview of her program and its approach towards individuals, reality-based prevention, studies on resistance-based training, ways to reduce harm, collateral consequences, her experience with the loss of her daughter, and project assistance within the program.

Ms. Bushway spoke during the discussion.

Discussion was held regarding if any groups were currently operating in Pasco County; the eligibility of the project; OTF versus CDBG funds; curriculum; the hosting of groups and classes; the interactiveness of the program; the grant funding in Polk County; that the project was non-evidence based; recruitment of members within the project; evidence for resistance training; conversations with youth; that the closest idea to Future Fuel would be Standford University Safety First; and that the project could be disqualified due to not being evidence based.

The item was for information only.

Project 5 – Public Safety 30049: Pasco County Pasco Sheriff's Office Mental, Physical, and Emotional Health Center - Joint Usage with Pasco County Public Safety

Mr. Rowand, Captain Roach, and Madam Chair Baracaldo abstained from the project discussion due to a conflict of interest.

Mr. Robert Chalmers, Senior Executive Officer for the Public Safety Administration, used a PowerPoint presentation to review the item and spoke regarding the loss of Officer Jean Karlo Santiago Miranda due to a mental health crisis, the amount of traumatic events an officer experienced per shift, the loss of state funding, part three of the abatement plan, the caregiver support focus area of the application, the unpredictability of first responder responsibilities, statistics on overdose response calls, an analogy of first responders and oxygen masks on an emergency aircraft, funds for the construction of a facility, and an example of a real life overdose call.

Discussion followed regarding construction on the health center; the appropriation amount; the location of the health center; that the health center was currently just for Pasco Sheriffs and Public Safety but could potentially open to other municipalities; the

potential expansion design of the health center; that the long-term goal would include all Pasco County first responders; and staffing.

The item was for information only.

THE COMMITTEE RECESSED AT 9:56 A.M. AND RECONVENED AT 10:11 A.M. ALL MEMBERS WERE PRESENT.

Project 6 – District School Board of Pasco County: In-School Vaping Mitigation

Ms. Hudson abstained from the project discussion due to a conflict of interest.

Mr. Mark Clairmont, Project Specialist with the Pasco County School District, used a PowerPoint presentation to review the item and spoke regarding the teenaged vaping epidemic in Florida, the Florida Youth Risk Survey results with vaping and supported data, the 2022 Florida Youth Substance Abuse Survey results comparing Pasco County with the State of Florida, his experience as a school nurse with Pasco County Schools, the Charlotte County Schools vaping pilot program and its success, an overview of the chosen schools, and the cameras and sensors.

Discussion was held regarding the TOOLS program; camera usage within schools; that school enforcement in real time was a challenge; the amount secondary students vaping; if the pilot program had decreased vaping within the Charlotte County School District; whether or not students could find another area within a school to vape; sensor tampering; the software's continuous updating capability; Pasco County Schools ongoing and future ideas for education on vaping; the ten-year commitment to the pilot program; the potential to slowly add more secondary schools; and that there had been issues of vaping within elementary schools.

The item was for information only.

Project 7 – Fire Rescue, Pasco County Pasco County: Fire Rescue Mobile Integrated Health

Madam Chair Baracaldo and Ms. Chitakone abstained from the project discussion due to a conflict of interest.

Mr. Eric Munroe, Firefighter Support II of Pasco County Fire Rescue Integrated Health Team, used a PowerPoint presentation to review the item and spoke regarding data for opioid addiction, an overview and success of the MIH team, use of funding, the size of the team versus the size of the County, zoning, a longitudinal approach to treatment, the ease of access in the County, and the goals of the project.

Discussion was held regarding supplementing CORE funding; the expansion of the program to match the size and population of the County; the difference from Baycare's project; access to care; overdose response; law enforcement assistance with MIH; acute treatment and long-term care; Baycare verses MIH care in the field; that MIH's priority aligned with treating substance abuse; and current unit size and expansion of the unit.

The item was for information only.

Project 8 – Florida Recovery Schools of Tampa Bay: Victory High School

Ms. Tina Miller, Executive Director of Florida Recovery Schools of Tampa Bay and Principal of Victory High School, used a PowerPoint presentation to review the item and spoke regarding an overview of this year's graduates from Victory High School, the importance of connection for overall success, and the second quarter success rate for Pasco students.

Discussion was held regarding funding; the breakdown of the funding usage; that they did not need to relocate the school; salary staff level breakdown; the number of Pasco students serving in the program; the average student attendance; and other outside grants and funding.

The item was for information only.

Projects 9 through 17 would be heard at the July 23, 2024 Opioid Task Force meeting.

Approval of Minutes

There was none.

Old Business

There was none.

Committees Reports

There was none.

Adjournment

Madam Chair Baracaldo reviewed the score card due dates, that the project ranking details would be sent out to the Committee along with other important information, and asked that any requests from the Committee be made known.

Discussion was held regarding the Sunbiz scoring.

The meeting adjourned at 10:55 a.m.

OPIOID TASK FORCE
REGULAR MEETING
JULY 22, 2024

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Amanda Dobson

Amanda Dobson, Records Clerk I
Board Records Division

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: 07-23-24 OTF Meeting Minutes

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. OTF 07-23-2024 - FINAL

OPIOID TASK FORCE
REGULAR MEETING

ANNOTATED MINUTES

JULY 23, 2024

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

9:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Paula Baracaldo, Chairman
Support Services Director, Public Services

J. David Feichtner
Deputy Fire Chief, Fire Rescue

Lauren Letona
Deputy Chief, City of New Port Richey
Police Department

Trang Chitakone
Administrator, Florida Department of Health
In Pasco County

The Honorable Judge Shawn Crane
Sixth Judicial Circuit Court

Joseph Resnick
CEO, Premier Community Healthcare

Captain Toni Roach
Pasco County Sheriff's Office

Derek Brewer
Police Chief, City of Zephyrhills

Art Rowand
Retired, Pasco County Sheriff's Office
Sergeant

Michelle Hudson, MSW
Supervisor of Social Work
Pasco County School Board

Parnia Roghani Shareef, Co-Chair
Pasco County Alliance for Substance
Addiction Prevention (ASAP)

Tracey Kaly
Director of Clinical Operations
BayCare Behavioral Health

Legal Counsel:

Robert Hale, Assistant County Attorney

Staff:

Lori Bushway, Administrative Assistant for Support Services
Nicole O'Neill, Support Services Specialist
Riana Giannico, Grants Coordinator for Support Services

Call to Order

Madam Chair Baracaldo called the meeting to order at 9:02 a.m.

Invocation and Pledge

Ms. Amanda Dobson, Records Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Welcome and Introductions

Madam Chair Baracaldo clarified funding allocations and spoke regarding that information would be sent out ahead of the August 12, 2024 meeting, that Captain Roach would need to step out of today's meeting briefly, she reminded the Committee about recusal forms, and noted that an email was received by Brianna's 2nd Chance challenging the ineligibility disqualification and whether or not the Committee wanted to consider them in the process going forward.

Discussion was held regarding if Brianna's 2nd Chance could provide evidence than it could be considered and that they would reach back out to the organization for more information.

Deputy Fire Chief Feichtner spoke regarding clarification on County based organizations and Sunbiz with the scoring procedures.

Madam Chair Baracaldo spoke regarding that County organizations receiving a free score for Sunbiz due to them being a larger organization that met the established requirements, that a one year established structure of an organization was required, that Sunbiz reports would be resent, and to reach out for any further questions or information so it could be shared with the rest of the Committee.

Discussion was held regarding Sunbiz scoring; the screening process for applicants; and that an organization needed to be established for at least a year to show stability within the organization.

Roll Call

Ms. Dobson called the roll. All members were present.

Public Comment

Public comment was not called.

New Business

1 Project Presentations

Projects 1 through 8 were heard at the July 22, 2024 Opioid Task Force meeting.

Project 9 – Marching Forward: Marching Forward Stomping Out Addiction

Ms. Estell Keshock, Director and Founder of Marching Forward Stomping Out Addiction, spoke regarding research from The Children's Hospital of Philadelphia on opioid poisoning, the power of education for awareness and prevention, the program targets, the focus on children, the egg analogy for teaching children, community involvement, goals for student outreach, data collection, to help targeted age groups, and the abatement process.

Discussion was held regarding the program's intervention curriculum; if there was tested evidence pertaining to the program; the Shedding Out Silence program; examples of helping families in need; the potential for partnerships with schools; and clarification on the proposed budget.

Captain Roach left the meeting at 9:17 a.m.

Discussion continued regarding services provided to support the homeless; tracking and follow-ups for homeless individuals; and if there was a partnership with the homeless coalition.

The Committee approved to receive and file documents submitted by Ms. Estell Keshock with Captain Roach absent from the vote.

The item was for information only.

Project 10 – Operation PAR: MAPS Pasco

Mr. Jim Miller, CEO of Operation PAR, spoke regarding the MAPS program, the Pasco County overdose rate in 2022, the gaps in treatment during non-traditional hours, services provided by the MAPS program, to offer all three FDA approved medications and mental health supports, the uniqueness of the project, a 5% increase in the individuals accessing MAPS services in the first year, the benefits of weekend services, positive preliminary results from other counties, and the proposed budget breakdown.

Captain Roach returned at 9:29 a.m.

Discussion was held regarding extended hours and accessibility for individuals; the increased number of individuals helped; the program's difference from the Pasco Fire Rescue and Sherif's Office; the current amount of people served; and that the service was only in west Pasco currently with the potential in east Pasco depending on need and licensing.

The item was for information only.

Project 11 – Pasco Kids First: Mobile Opioid/Substance Abuse and Child Abuse Prevention Project

Madam Chair Paula Baracaldo noted that the item would be heard at the August 12, 2024 meeting.

Project 12 – Premier Community HealthCare: Premier's Integrated Capital Expansion Project: Access to Care for Residents with OUD & Any Co-Occuring SUD/MH Conditions

Mr. Resnick abstained from the project discussion due to a conflict of interest.

Ms. Cheryl Pollock, Chief Advancement and Community Engagement Officer for Premier Community Healthcare introduced Mr. Aaron Brandt, Chief Financial Officer for Premier Community Healthcare, and Mr. Jesse Dang, Vice President of Operations for Premier Community Healthcare, used a PowerPoint presentation to review the item and spoke regarding the history and services of Premier Community Healthcare; continuous response to the growing demands in behavioral health; growth from last year's proposal; and the clinic renovation proposal.

Discussion was held regarding hiring staff; CDBG funding; services at the current Dade City clinic versus the new clinic; the location of the new clinic to surrounding care facilities; the response to the influx of community members; statistics on people served; the need for more space to meet demand; that the clinic would not be a residential facility; roll over services and the integrated model for patients; the need to provide more access to care; response to patients waiting for services; challenges with private

sector referrals; payment inability and fundraising; that the Baycare office provided mental health and addiction services; and the wait list for receiving services.

The item was for information only.

Project 13 – Corrections, Pasco County: Inmate Medical/Drug Treatment Resiliency Program

Madam Chair Baracaldo abstained from the project discussion due to a conflict of interest.

Ms. Stacey Jenkins, Chief Correctional Officer for Pasco County Corrections, used a PowerPoint presentation to review the item and spoke regarding the number of inmates processed in 2023 and the anticipation of increased inmate processing this year, the statistics regarding inmates being treated for substance abuse or mental health disorders, the breakdown of funds, a run down of inmate treatment and services, and an overview of the Treatment Supported Housing Unit services and staffing.

Discussion was held regarding hiring staff; the integration of currently provided services with the housing unit services; to keep to like-minded individuals who were focused on recovery within the housing unit; the increase of inmates enrolled into the Medical Assistance Program; the potential to expand Operation Payback; the start and stay time of inmates in the jail and the program; the goals of drug court with individuals; a positive mindset for inmates; the definition and job description of a Designated Focused Based Supervisor; and the eligibility and screening process for the program and drug court.

The item was for information only.

Project 14 – Recovery Epicenter Foundation: The Sanctuary Respite Center

Ms. Teresa Mancuso, Peer Respite Center Director for The Catcher's Mitt, and Ms. Lindsey Mckeown, Chief Operations Officers for Recovery Epicenter Foundation, spoke regarding an overview of the respite home program; the connection to services and the success rate; the number of participants in The Catcher's Mitt; a variety of referrals to the program; the need for short term stabilization; the success in Pinellas County; and peer levels.

Ms. Samantha Bookhammer, former resident of The Catchers Mitt, spoke during the discussion.

Discussion was held regarding peer level; the facility in Clearwater; the goal to expand to Pasco; the breakdown of hired staff; if a dedicated space in Pasco had been located; that the proposed funding would be used to secure housing in Pasco; clarification that the funds would be used to secure housing and staff; that the budget included renting

and utilities of a property; if there were challenges with securing a home site; the good neighbor policy; the size and location of the home; the daily rate of the program; eligibility into the program for lower income individuals; a case-by-case basis for stay time; the number of individuals served yearly; if there were other avenues to receive funding if needed; the support of Live Tampa Bay and Baycare; services provided to individuals from other counties; and Samantha's experience with addiction and help from The Catcher's Mitt.

The item was for information only.

Project 15 – Steps to Recovery: Pasco Community SAFE Recovery Center

Ms. Esther Valiente, Clinical Director for Steps to Recovery, and Ms. LeeAnn Cox, Fiscal Officer for Steps Recovery, used a PowerPoint presentation to review the item and spoke regarding the funding breakdown.

Discussion was held regarding collaboration with community partners; recovery courses follow ups for clients; the status of the Trouble Creek Project; the building purchase; and to provide services to veterans and non-veterans.

The item was for information only.

Project 16 – The Hope Shot: Continuum Project 2.0

Mr. Nathan Cantie, Vice President of The Hope Shot, introduced Mr. Justin McPadden, President and CEO of The Hope Shot, and spoke regarding the history of the organization, advocating for Project 2.0, partnerships with other community organizations, an overview of The Bridge to Recovery Program, an overview of The Always Center, the benefits for the expansion of the project, the data collection system, and key funded positions and their importance to the program.

Mr. McPadden spoke during the discussion.

Discussion was held regarding the amount of people served; data tracking; the application process and requirements; the helpful partnership with Alliance for Healthy Communities; a case-by-case basis for an applicant's acceptance into the program especially pertaining to treatment; and connections to treatment centers in other counties and states.

The Committee approved to receive and file documents submitted by Mr. Nathan Cantie and Mr. Justin McPadden.

The item was for information only.

THE COMMITTEE RECESSED AT 10:02 A.M. AND RECONVENED AT 10:17 A.M. ALL MEMBERS WERE PRESENT.

Project 17 – Warrior Wellness Program: Prevention and Treatment for Veterans at Risk or with Substance Abuse Disorder

Mr. Chris Sowell, Executive Director for the Warrior Wellness Program, and Ms. Patty Fried, Director of Administration for the Warrior Wellness Program, used a PowerPoint presentation to review the item and spoke regarding Mr. Sowell's experience with addiction; the goals of the program; statistics on veterans in Pasco County with disabilities; an overview of veterans and substance abuse; the five day program with effective alternative treatment options; the different therapies provided; that there were veterans currently staffed; and the funding breakdown.

Discussion was held regarding the location of the program; ART certified staff members; the impressiveness of the program; Mr. Sowell's military experience and journey to find healing; veteran created art; services for significant others; the work with STEPS to Recovery and other organizations; the number of people currently served and would be served in the future; and the hopeful increase of people served through the funding.

The item was for information only.

Approval of Minutes

There was none.

Miscellaneous

Old Business

There was none.

Committees Reports

There was none.

Adjournment

Madam Chair Baracaldo spoke regarding the August 12, 2024 meeting agenda, that the slide on funding information would be sent out, and asked that the Committee reach out if there were any questions on funding or the applications.

Discussion was held regarding the scoring timeline.

The Committee approved to accept all scoring by the end of the day on Friday July 26, 2024.

The meeting adjourned at 10:51 a.m.

OPIOID TASK FORCE
REGULAR MEETING
JULY 23, 2024

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd PASCO COUNTY FLORIDA

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by:

Amanda Dobson, Records Clerk I
Board Records Division

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: Revisit Recommendations from Year 2

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
None

What, if anything, did you find the most challenging or confusing? Please provide specific details in the space below.	How satisfied were you with the level of support and guidance you received?	Were you aware of the resources for applicants provided by Pasco County?	If you answered yes, please use the space below to tell us which applicant resources you used along with how and where you found them (if applicable)	On a scale of 1 to 5, how would you rate your overall experience with this year's application process?	Please tell us about your rating in the space below.
The matrix for review and grading of projects. I wasn't sure how each area carried weight-wise and what was needed to ensure that I fulfilled the minimum required and added extra items that would help my project.	Somewhat satisfied	Yes	Contact Email, Florida Plan, Community Abatement Plan and PPT presentation.	4	Overall Neighborly was easy to use but just wish there was a better matrix and explanation for the grading system.
The entire process was very easy. The "Neighborly" application was extremely user friendly and having the ability to save your work was such a blessing, as many times, the process of entering our information was interrupted during the course of daily business. The Support Services Team that manages the OTF process was phenomenal to work with and very supportive. My only suggestion would be to increase presentation times to the OTF to 5-7 minutes each, and then allow 13-15 minutes for Q &A. It is extremely difficult to introduce presenter(s), introduce the background, state a problem, present the purpose, present a solution, and be able to provide enough supporting documentation, and then offer a compelling conclusion within a 3-minute timeframe. I feel as though many had to rush thru before the buzzer sounded. I witnessed many of the presentations, and most, if not all, did not go near the 20 minutes of allotted time for Q &A, which resulted in many presentations moving ahead of schedule. I believe a better use of this time would be for presenters to be given a few more minutes to plead their cases. Additionally, are programs vetted (other than the question in the application) beforehand by the OTF, to ensure they are evidence-based? I saw a couple of presentations that were not evidence-based, and they got excluded during the presentation. Not all community partners may understand what evidence-based means. One final thought, can applicants have the ability to print out their own application for their records?	Very satisfied	No		5	Kudos to the entire Support Services team, and OTF members who dedicate their time to ensure this valuable program is successful.
The only thing I found a bit confusing was the multi-year request. Unless there is consideration to actually awarding for multiple years, it would seem more efficient to make it a one year request. Also, because neighborly software was used and I had an account for CDBG, I had to navigate to a different link in neighborly.	Very satisfied	No		5	I was late in becoming aware of this grant opportunity. I very much appreciate the support and information that I was given by several people in the County that allowed me to complete the grant application.
Understanding exactly what is covered by funds and what is not. Some bigger applicants are not scrutinized for budget details as much as smaller agencies.	Very satisfied	No		4	Nicole and Riana are very supportive and helpful.
The application process using Neighborly was user friendly and efficient. However, Ace questions and is confused as to why Ace's application was removed from the final list where consideration and fund allocation was discussed and proposed during the 7/22/24 committee meeting. Ace has communicated the referenced concern to Pasco County staff. Pasco County staff has informed Ace that they are requesting details that will provide the information and facts needed that will enable the ability to respond to the inquiry. Pasco County staff has been responsive and professional during the inquiry.	Very satisfied	No		1	Outside of the referenced inquiry the application process was organized and efficient. Neighborly was an user friendly application process. The follow up presentation meeting was organized and efficient. Unfortunately for Ace, Aces inquiry skews the process and scoring with negative implications
The only challenging part is this is a reimbursement grant, so we have to put out the money in order to be reimbursed. I t would have been much easier on us as a small 501 (C) (3) to have the contractor paid directly.	Very satisfied	Yes	If I had any questions, there was always someone available to answer them.	5	We received the Opioid Grant award, so we are very grateful, and our project starts in November of 2024
We had little confusion on the application. All questions we had were answered in a timely manner.	Very satisfied	Yes	We followed the strategic plan that was forwarded to highlight what our program is able to provide.	4	Was difficult to explain program in a 3 minute window. Would like for the OTF to use uniform questions for all organizations presenting. It's understood extra questioning may be specific to an organization if clarification is needed on an application, but we felt it wasn't consistent.

Agency	Amount Funded	Amount Requested (YTD)	Amount Disbursed (YTD)	Amount Remaining	Expenditure Rate (Actual)	Expenditure Rate (Expected)	Term	
Ace Opportunities	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ -	100%	100.00%	1 year	
Alliance for Healthy Communities	$ 200,000.00	$ 109,643.52	$ 87,167.28	$ 112,832.72	55%	93.33%	1 year	extended
BayCare Behavioral Health (Services)	$ 3,086,783.00	$ 108,516.72	$ -	$ 3,086,783.00	4%	38.89%	3 years	
BayCare Behavioral Health (Capital)	$ 484,753.00	$ 329,020.94	$ 9,908.54	$ 474,844.46	68%	38.89%	3 years	
FL Recovery Schools	$ 61,000.00	$ 59,916.43	$ 59,916.43	$ 1,083.57	98%	100.00%	1 year	
Pasco Kids First	$ 286,000.00	$ 134,715.55	$ 113,562.74	$ 172,437.26	47%	93.33%	1 year	extended
Premier Community Healthcare	$ 600,000.00	$ 332,174.79	$ 300,000.00	$ 300,000.00	55%	58.33%	2 years	
Steps to Recovery (Capital)	$ 3,000,000.00	$ 53,375.88	$ 30,958.89	$ 2,969,041.11	2%	38.89%	3 years	
The Hope Shot	$ 138,950.00	$ 138,950.00	$ 134,871.98	$ 4,078.02	100%	93.33%	1 year	extended
WestCare GulfCoast FL	$ 297,803.00	$ 90,866.55	$ 46,516.92	$ 251,286.08	31%	38.89%	3 years	
Totals	**$ 8,180,289.00**	**$ 1,382,180.38**	**$ 807,902.78**	**$ 7,372,386.22**				

Agency	Amount Funded	Amount Requested (YTD)	Amount Disbursed (YTD)	Amount Remaining	Expenditure Rate (Actual)	Expenditure Rate (Expected)	Term
Ace Opportunities	$ 25,000.00	$ 6,896.00	$ -	$ 18,104.00	28%	16.67%	1 year
Alliance for Healthy Communities	$ 361,767.00	$ 13,746.91	$ 7,863.43	$ 348,020.09	4%	16.67%	1 year
BayCare Behavioral Health	$ 375,000.00	$ -	$ -	$ 375,000.00	0%	16.67%	1 year
District School Board of Pasco County	$ 100,000.00	$ -	$ -	$ 100,000.00	0%	16.67%	1 year
FL Recovery Schools	$ 181,000.00	$ 30,856.55	$ 30,856.55	$ 150,143.45	17%	16.67%	1 year
Operation Par	$ 221,153.00	$ -	$ -	$ 221,153.00	0%	16.67%	1 year
Pasco Kids First	$ 238,350.00	$ -	$ -	$ 238,350.00	0%	16.67%	1 year
PC BOCC - Corrections - Inmate MAT Pro	$ 1,120,000.00	$ 54,109.61	$ -	$ 1,065,890.39	5%	16.67%	1 year
PC BOCC - Fire Rescue - Mobile Integrate	$ 680,000.00	$ 74,256.88	$ 15,866.05	$ 605,743.12	11%	16.67%	1 year
PC BOCC - Public Safety - Mental Health	$ 500,000.00	$ 222,787.48	$ 89,274.99	$ 277,212.52	45%	16.67%	1 year
PC BOCC - Public Safety Joint Sheriff's Of	$ 850,000.00	$ -	$ -	$ 850,000.00	0%	16.67%	1 year
Premier Community HealthCare Group, I	$ 300,000.00	$ 35,504.84	$ -	$ 264,495.16	12%	16.67%	1 year
Recovery Epicenter Foundation	$ 350,000.00	$ 26,097.46	$ -	$ 323,902.54	7%	16.67%	1 year
Sixth Judicial Circuit Court - Positions for	$ 194,421.00	$ -	$ -	$ 194,421.00	0%	16.67%	1 year
The Hope Shot	$ 668,325.00	$ 158,454.66	$ 39,061.49	$ 509,870.34	24%	16.67%	1 year
Warrior Wellness Program, Inc.	$ 150,000.00	$ 33,598.75	$ -	$ 116,401.25	22%	16.67%	1 year
Totals	**$ 6,315,016.00**	**$ 656,309.14**	**$ 182,922.51**	**$ 5,658,706.86**			

Agency	Amount Funded	Amount Requested (YTD)	Amount Disbursed (YTD)	Amount Remaining	Expenditure Rate (Actual)	Expenditure Rate (Expected)	Term	
Ace Opportunities	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ -	100%	100.00%	1 year	
Alliance for Healthy Communities	$ 200,000.00	$ 109,643.52	$ 87,167.28	$ 112,832.72	55%	93.33%	1 year	extended
BayCare Behavioral Health (Services)	$ 3,086,783.00	$ 108,516.72	$ -	$ 3,086,783.00	4%	38.89%	3 years	
BayCare Behavioral Health (Capital)	$ 484,753.00	$ 329,020.94	$ 9,908.54	$ 474,844.46	68%	38.89%	3 years	
FL Recovery Schools	$ 61,000.00	$ 59,916.43	$ 59,916.43	$ 1,083.57	98%	100.00%	1 year	
Pasco Kids First	$ 286,000.00	$ 134,715.55	$ 113,562.74	$ 172,437.26	47%	93.33%	1 year	extended
Premier Community Healthcare	$ 600,000.00	$ 332,174.79	$ 300,000.00	$ 300,000.00	55%	58.33%	2 years	
Steps to Recovery (Capital)	$ 3,000,000.00	$ 53,375.88	$ 30,958.89	$ 2,969,041.11	2%	38.89%	3 years	
The Hope Shot	$ 138,950.00	$ 138,950.00	$ 134,871.98	$ 4,078.02	100%	93.33%	1 year	extended
WestCare GulfCoast FL	$ 297,803.00	$ 90,866.55	$ 46,516.92	$ 251,286.08	31%	38.89%	3 years	
Totals	**$ 8,180,289.00**	**$ 1,382,180.38**	**$ 807,902.78**	**$ 7,372,386.22**				

Agency	Amount Funded	Amount Requested (YTD)	Amount Disbursed (YTD)	Amount Remaining	Expenditure Rate (Actual)	Expenditure Rate (Expected)	Term
Ace Opportunities	$ 25,000.00	$ 6,896.00	$ -	$ 18,104.00	28%	16.67%	1 year
Alliance for Healthy Communities	$ 361,767.00	$ 13,746.91	$ 7,863.43	$ 348,020.09	4%	16.67%	1 year
BayCare Behavioral Health	$ 375,000.00	$ -	$ -	$ 375,000.00	0%	16.67%	1 year
District School Board of Pasco County	$ 100,000.00	$ -	$ -	$ 100,000.00	0%	16.67%	1 year
FL Recovery Schools	$ 181,000.00	$ 30,856.55	$ 30,856.55	$ 150,143.45	17%	16.67%	1 year
Operation Par	$ 221,153.00	$ -	$ -	$ 221,153.00	0%	16.67%	1 year
Pasco Kids First	$ 238,350.00	$ -	$ -	$ 238,350.00	0%	16.67%	1 year
PC BOCC - Corrections - Inmate MAT Pro	$ 1,120,000.00	$ 54,109.61	$ -	$ 1,065,890.39	5%	16.67%	1 year
PC BOCC - Fire Rescue - Mobile Integrate	$ 680,000.00	$ 74,256.88	$ 15,866.05	$ 605,743.12	11%	16.67%	1 year
PC BOCC - Public Safety - Mental Health	$ 500,000.00	$ 222,787.48	$ 89,274.99	$ 277,212.52	45%	16.67%	1 year
PC BOCC - Public Safety Joint Sheriff's Of	$ 850,000.00	$ -	$ -	$ 850,000.00	0%	16.67%	1 year
Premier Community HealthCare Group, I	$ 300,000.00	$ 35,504.84	$ -	$ 264,495.16	12%	16.67%	1 year
Recovery Epicenter Foundation	$ 350,000.00	$ 26,097.46	$ -	$ 323,902.54	7%	16.67%	1 year
Sixth Judicial Circuit Court - Positions for	$ 194,421.00	$ -	$ -	$ 194,421.00	0%	16.67%	1 year
The Hope Shot	$ 668,325.00	$ 158,454.66	$ 39,061.49	$ 509,870.34	24%	16.67%	1 year
Warrior Wellness Program, Inc.	$ 150,000.00	$ 33,598.75	$ -	$ 116,401.25	22%	16.67%	1 year
Totals	**$ 6,315,016.00**	**$ 656,309.14**	**$ 182,922.51**	**$ 5,658,706.86**			

What, if anything, did you find the most challenging or confusing? Please provide specific details in the space below.	How satisfied were you with the level of support and guidance you received?	Were you aware of the resources for applicants provided by Pasco County?	If you answered yes, please use the space below to tell us which applicant resources you used along with how and where you found them (if applicable).	On a scale of 1 to 5, how would you rate your overall experience with this year's application process?	Please tell us about your rating in the space below.
The matrix for review and grading of projects. I wasn't sure how each area carried weight-wise and what was needed to ensure that I fulfilled the minimum required and added extra items that would help my project.	Somewhat satisfied	Yes	Contact Email, Florida Plan, Community Abatement Plan and PPT presentation.	4	Overall Neighborly was easy to use but just wish there was a better matrix and explanation for the grading system.
The entire process was very easy. The "Neighborly" application was extremely user friendly and having the ability to save your work was such a blessing, as many times, the process of entering our information was interrupted during the course of daily business. The Support Services Team that manages the OTF process was phenomenal to work with and very supportive. My only suggestion would be to increase presentation times to the OTF to 5-7 minutes each, and then allow 13-15 minutes for Q &A. It is extremely difficult to introduce presenter(s), introduce the background, state a problem, present the purpose, present a solution, and be able to provide enough supporting documentation, and then offer a compelling conclusion within a 3-minute timeframe. I feel as though many had to rush thru before the buzzer sounded. I witnessed many of the presentations, and most, if not all, did not go near the 20 minutes of allotted time for Q &A, which resulted in many presentations moving ahead of schedule. I believe a better use of this time would be for presenters to be given a few more minutes to plead their cases. Additionally, are programs vetted (other than the question in the application) beforehand by the OTF, to ensure they are evidence-based? I saw a couple of presentations that were not evidence-based, and they got excluded during the presentation. Not all community partners may understand what evidence-based means. One final thought, can applicants have the ability to print out their own application for their records?	Very satisfied	No		5	Kudos to the entire Support Services team, and OTF members who dedicate their time to ensure this valuable program is successful.
The only thing I found a bit confusing was the multi-year request. Unless there is consideration to actually awarding for multiple years, it would seem more efficient to make it a one year request. Also, because neighborly software was used and I had an account for CDBG, I had to navigate to a different link in neighborly.	Very satisfied	No		5	I was late in becoming aware of this grant opportunity. I very much appreciate the support and information that I was given by several people in the County that allowed me to complete the grant application.
Understanding exactly what is covered by funds and what is not. Some bigger applicants are not scrutinized for budget details as much as smaller agencies.	Very satisfied	No		4	Nicole and Riana are very supportive and helpful.
The application process using Neighborly was user friendly and efficient. However, Ace questions and is confused as to why Ace's application was removed from the final list where consideration and fund allocation was discussed and proposed during the 7/22/24 committee meeting. Ace has communicated the referenced concern to Pasco County staff. Pasco County staff has informed Ace that they are requesting details that will provide the information and facts needed that will enable the ability to respond to the inquiry. Pasco County staff has been responsive and professional during the inquiry.	Very satisfied	No		1	Outside of the referenced inquiry the application process was organized and efficient. Neighborly was an user friendly application process. The follow up presentation meeting was organized and efficient. Unfortunately for Ace, Aces inquiry skews the process and scoring with negative implications
The only challenging part is this is a reimbursement grant, so we have to put out the money in order to be reimbursed. I t would have been much easier on us as a small 501 (C) (3) to have the contractor paid directly.	Very satisfied	Yes	If I had any questions, there was always someone available to answer them.	5	We received the Opioid Grant award, so we are very grateful, and our project starts in November of 2024
We had little confusion on the application. All questions we had were answered in a timely manner.	Very satisfied	Yes	We followed the strategic plan that was forwarded to highlight what our program is able to provide.	4	Was difficult to explain program in a 3 minute window. Would like for the OTF to use uniform questions for all organizations presenting. It's understood extra questioning may be specific to an organization if clarification is needed on an application, but we felt it wasn't consistent.

OPIOID TASKFORCE MEETING

April 1, 2025

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

SUNSHINE REQUIREMENTS TRAINING

SUNSHINE LAW
Open Meetings

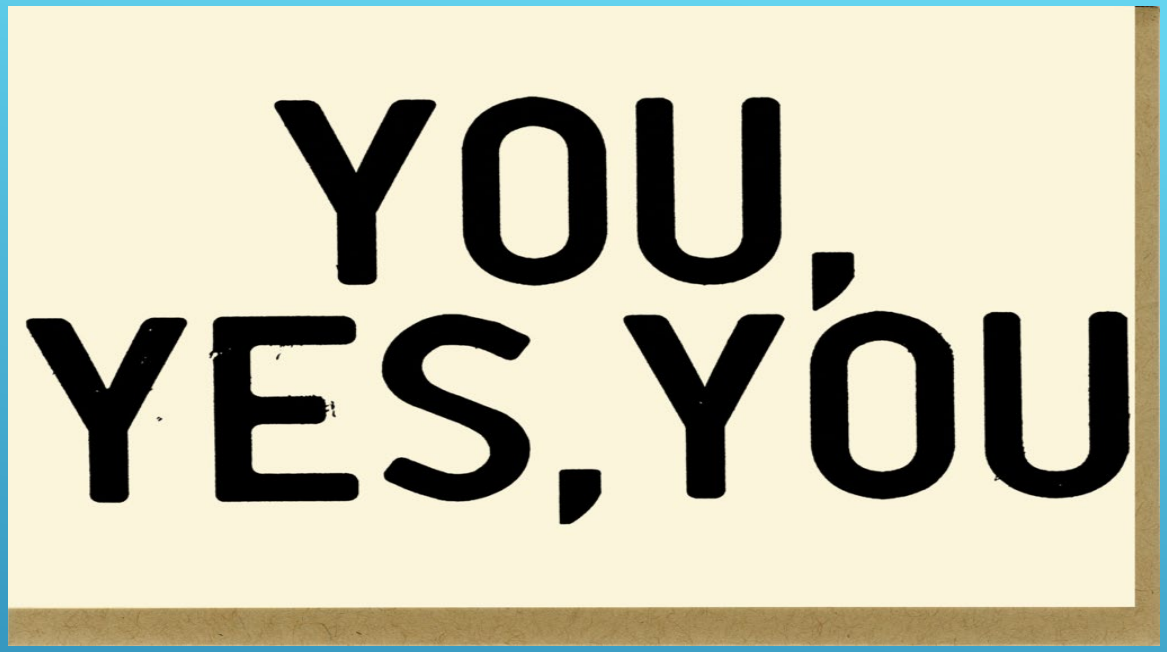


Florida's Government in the Sunshine Law provides a right of access to governmental proceedings at both the state and local levels.



Chapter 286, Florida Statutes


Who
Me?



Advisory boards created pursuant to law or ordinance or otherwise established by public agencies may be subject to the Sunshine Law even though their recommendations are not binding upon the agencies that create them.

Board members may not engage in private discussions

- with each other
- about board business
- in person or by
- telephoning,
- emailing,
- texting or
- any other type of electronic communication (Facebook, etc.)

In the absence of a statutory exemption, it applies to any gathering of two or more members of the same board to discuss some matter *which will foreseeably come before that board for action*.



While a board member is not prohibited from discussing board business with staff or a non-board member, these individuals may not be used as a "liaison" to communicate information between board members.

For example, a board member cannot ask staff to poll the other board members to determine their views on a board issue.


OH YES I LOVE
BEING THE MIDDLE MAN
makeameme.org

SCOPE OF THE SUNSHINE LAW

There are three basic requirements:

1) Meetings of public boards or commissions must be open to the public; and
2) Reasonable notice of such meetings must be provided; and
3) Minutes of the meetings must be prepared and open to public inspection.


I LOVE MEETINGS
MEETINGS ARE MY FAVORITE!

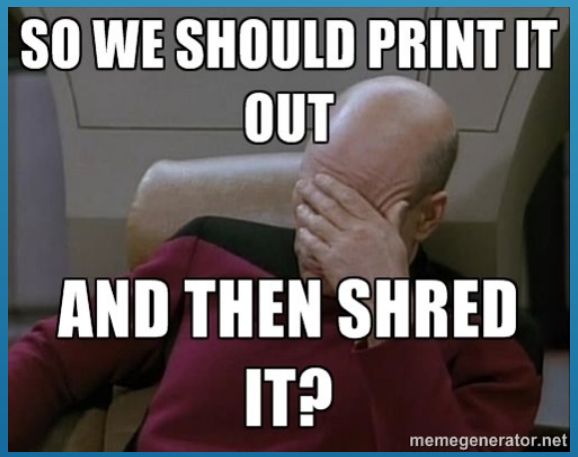
Public Right to:

- Attend
- Participate
- Be Heard



Florida's Public Records Law

It creates a right of access to inspect and/or have copies of public records.



Chapter 119, Florida Statutes

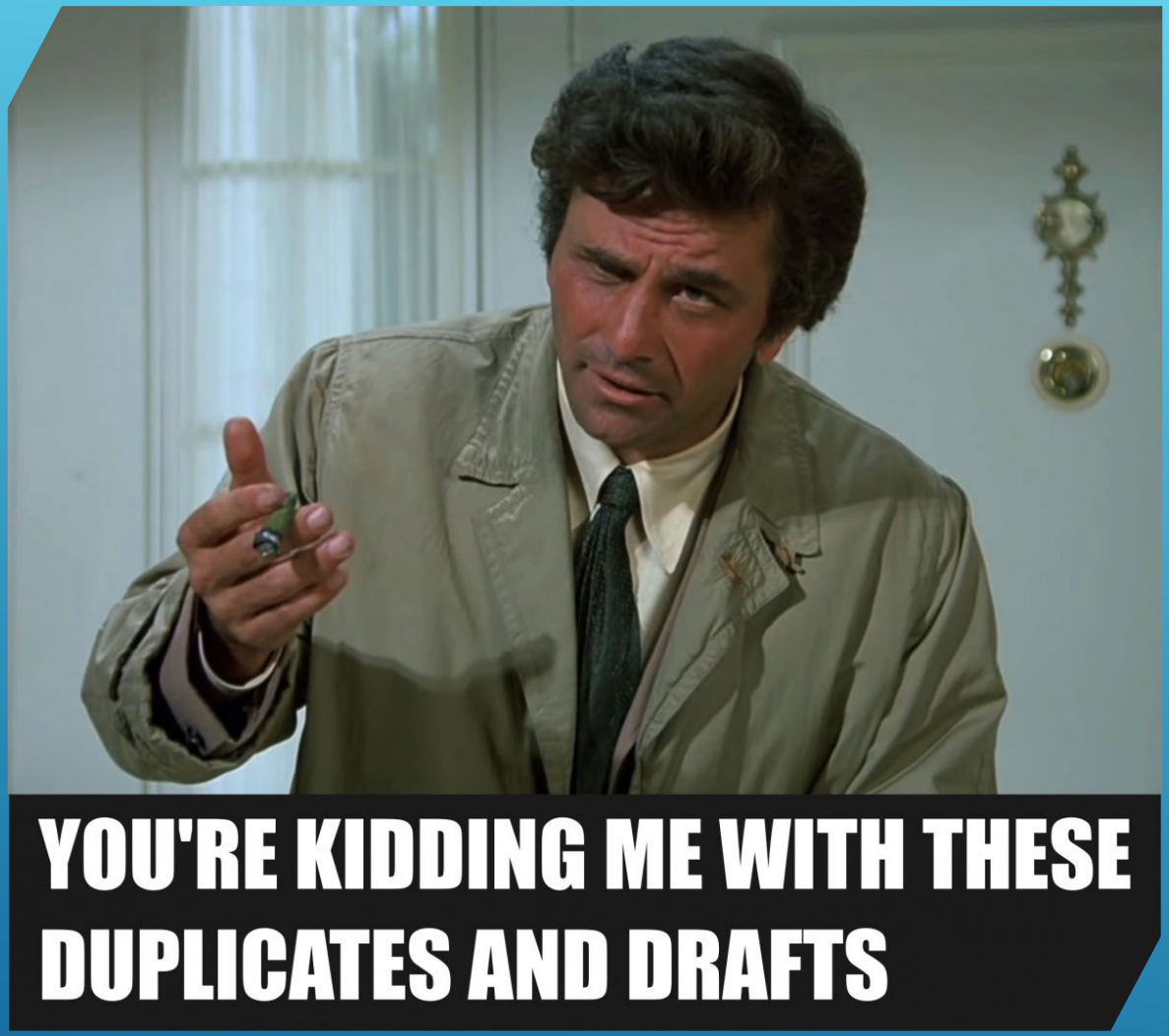


"Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

Fla. Stat. 119.011(12)

Public Records

- A public record is something made or received in connection with the transaction of official business by any agency.
- The form of the record is not important. If it meets the definition, it is a public record.
- Anything, in any format, that is intended to **PERPETUATE**, **COMMUNICATE**, or **FORMALIZE** knowledge.
- Includes DRAFTS of documents that are not in "final form."


YOU'RE KIDDING ME WITH THESE
DUPLICATES AND DRAFTS

CODE OF ETHICS FOR PUBLIC OFFICERS & EMPLOYEES

CHAPTER 112, PART III, FLORIDA STATUTES



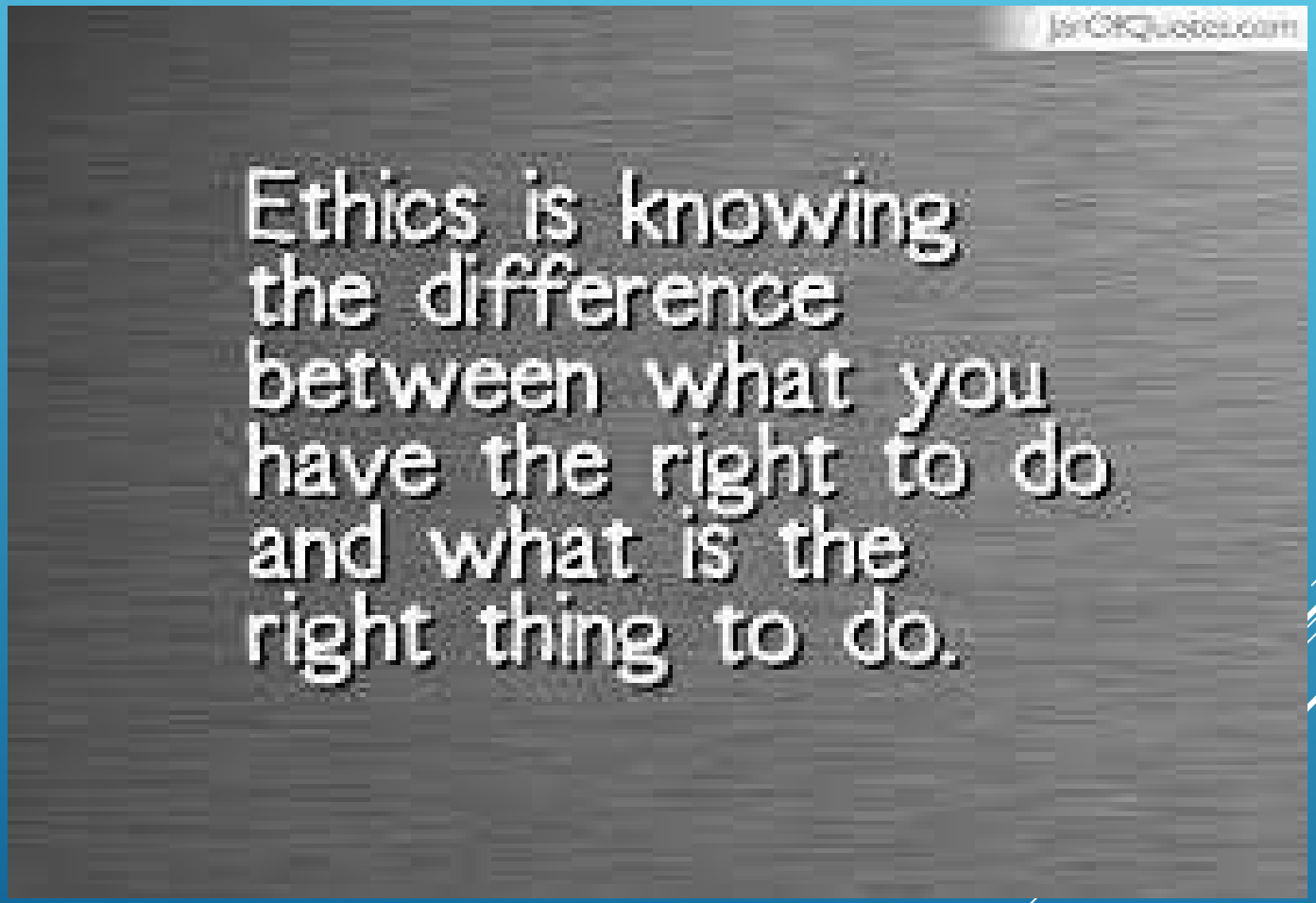
It is essential to the proper conduct and operation of government that public officials be **independent** and **impartial** and that public office not be used for private gain other than the remuneration provided by law.

LEGISLATIVE INTENT
SECTION 112.311, FLA. STAT.

Black's Law Dictionary defines ethics as "of or relating to moral action, conduct, motive or character… *professionally right or befitting*."



U.S. Supreme Court Justice Potter Stewart once said:



VOTING CONFLICTS OF INTEREST

No county, municipal, or other **local public officer** shall ***vote*** in an official capacity upon any measure which would **inure to his or her special private gain or loss**; **which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained**, other than an agency as defined in s. 112.312(2); **or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer**.

VOTING CONFLICTS OF INTEREST

Such public officer shall, **prior** to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

Fla. Stat. 112.3143(3)(a)

VOTING CONFLICTS OF INTEREST

"**Public officer**" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.



PARTICIPATION

No appointed public officer shall ***participate*** in any matter which would **inure to the officer's special private gain or loss**; **which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained**; or **which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer**, without **first disclosing the nature of his or her interest** in the matter.

Fla. Stat. 112.3143(4)

PARTICIPATION

(a) Such disclosure, indicating the nature of the conflict, shall be made in a written memorandum filed with the person responsible for recording the minutes of the meeting, **prior** to the meeting in which consideration of the matter will take place, and shall be incorporated into the minutes. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.

PARTICIPATION

(b) In the event that disclosure has not been made prior to the meeting or that any conflict is unknown prior to the meeting, the disclosure shall be made orally at the meeting when it becomes known that a conflict exists. A written memorandum disclosing the nature of the conflict shall then be filed within 15 days after the oral disclosure with the person responsible for recording the minutes of the meeting and shall be incorporated into the minutes of the meeting at which the oral disclosure was made. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.

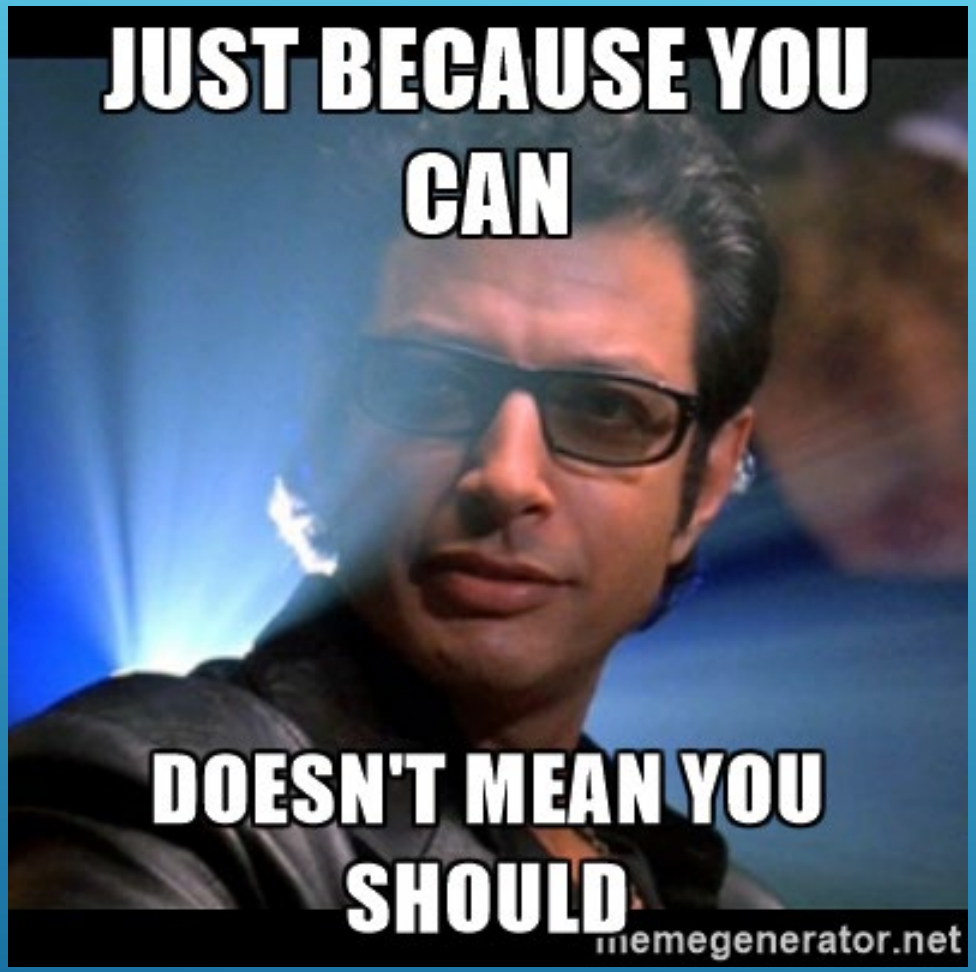
Fla. Stat. 112.3143(4)

BEST PRACTICES & CUSTOM

- Since inception, it has been this board's custom to treat voting and participation as one in the same and to avoid the appearance of impropriety
- To meet and exceed that goal of independence and impartiality

- Customary, and best practice, to:

  - Recuse oneself from participating in discussion of employer's project
  - Recuse oneself from voting on the same


JUST BECAUSE YOU CAN
DOESN'T MEAN YOU SHOULD
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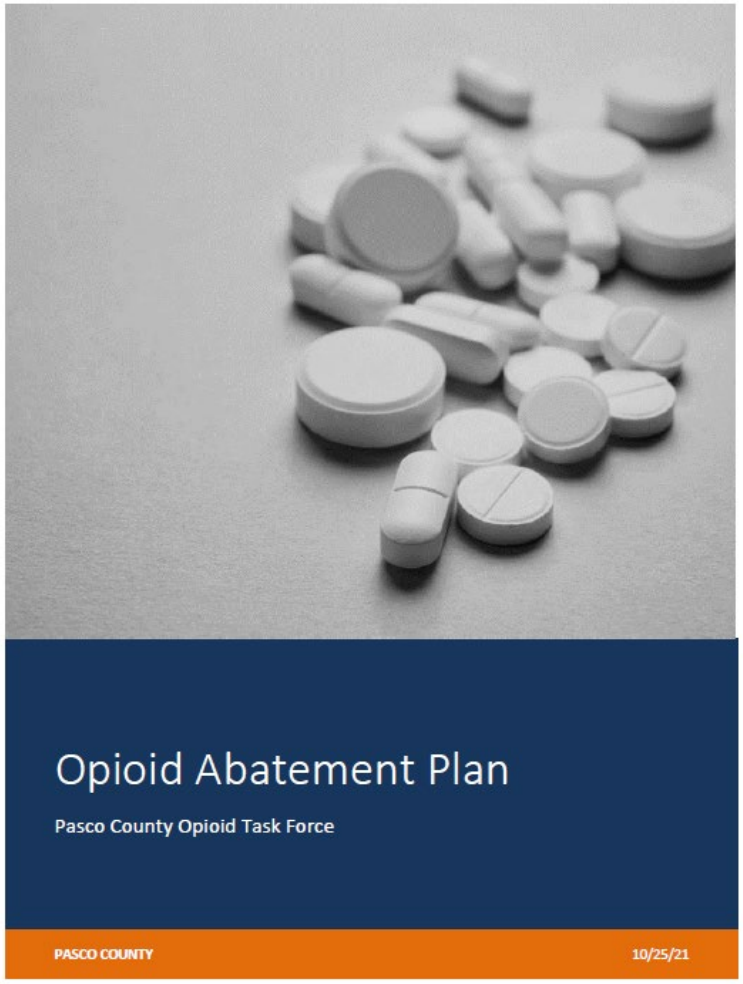
GENERAL UPDATES

OPIOID TASK FORCE MEMBERS - UPDATES

Member	Organization
Robert Chalmers, Chief Administrative Officer, Public Safety Branch	Pasco County Fire Rescue
Michelle Hudson, MSW, Supervisor of Social Work	Pasco County Schools
Toni Roach, Captain	Pasco County Sheriff's Office
Paula Baracaldo, Director of Support Services	Pasco County Public Services
Lauren Letona, Deputy Chief	City of New Port Richey
Derek Brewer, Police Chief	City of Zephyrhills
Trang Chitakone, Administrative Services Director	Department of Health
Joey Resnick, President and CEO	Premier Community Healthcare
Tracey Kaly, Director of Clinical Operations	BayCare Behavioral Health
The Honorable Judge Shawn Crane	Sixth Judicial Circuit Court
Parnia Roghani, Co-chair, ASAP Opioid Committee	Pasco County Alliance for Substance Addiction Prevention (ASAP)
Art Rowand, Retired Sergeant	Retired Public Health or Addiction Expert

**OTF reappointments 1/9/2026*

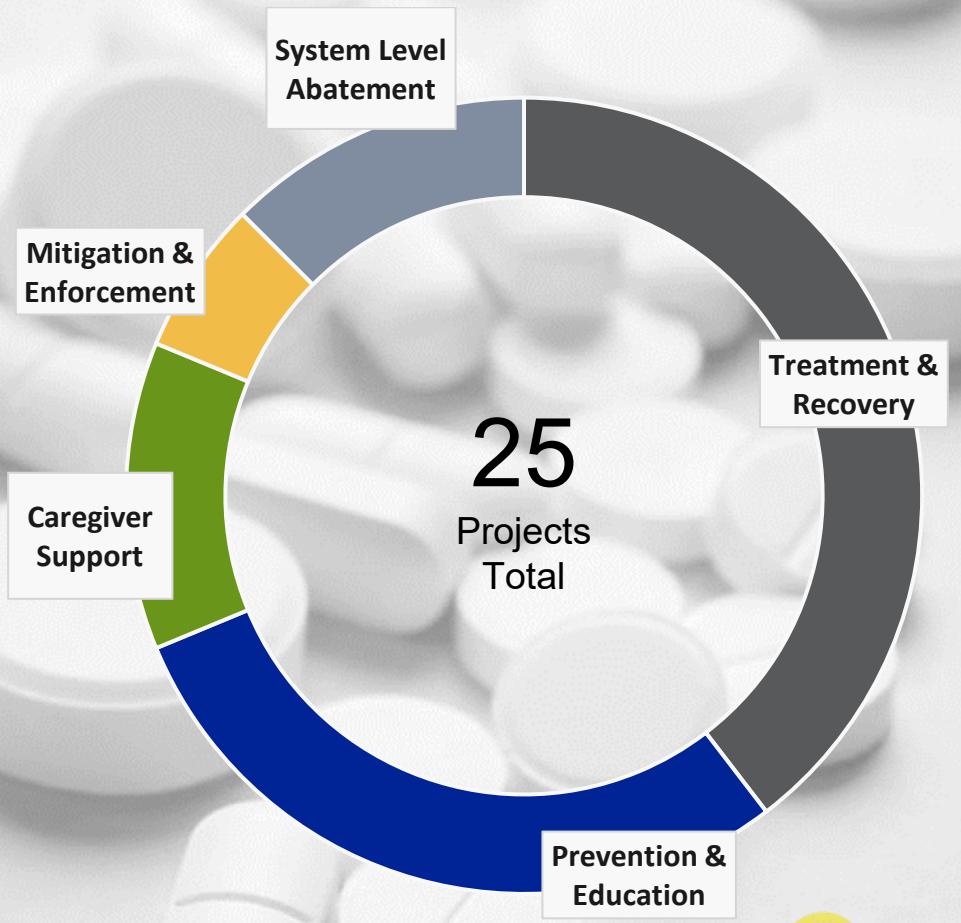
COMMUNITY ABATEMENT PLAN - UPDATES



- Scrivener's errors; pagination; table of contents
- Updates to Membership
- Adding overview of OTF
- Adding overview of funds
- Adding contact information
- No changes to community asks/content
- To be submitted for BCC approval, post-OTF change approvals.

YEARS ONE AND TWO - RECAP

- $14.3M in encumbered (Yrs 1-2)
- Scope of community projects supporting Opioid Use Disorder and/or co-occurring mental health services

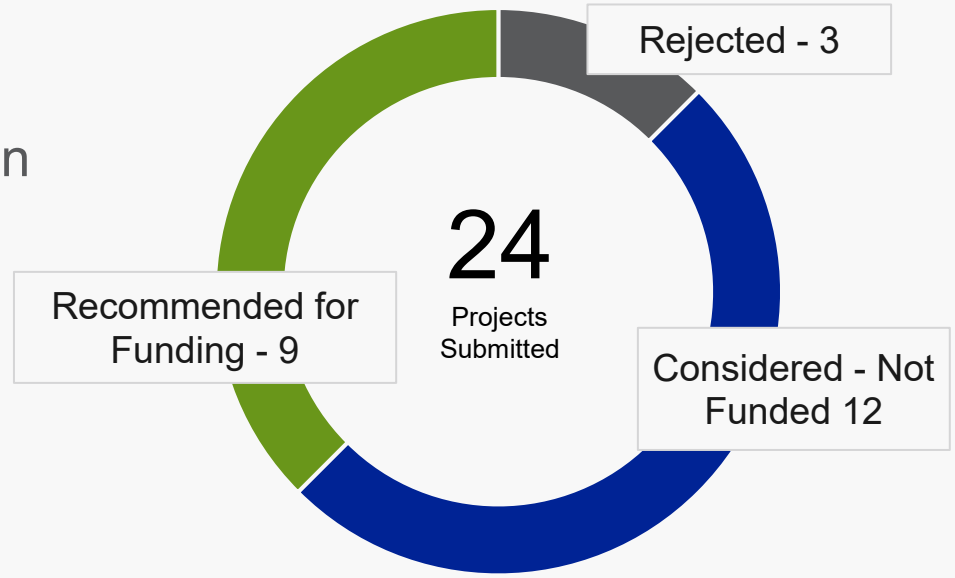


POTENTIAL STRATEGIC INTERVENTIONS FOR FUTURE FUNDING

- **Comprehensive Care Networks:**
  - Expand integrated care models that combine mental health, substance use disorder treatment, and primary care.
- **Workforce Development:**
  - Training and hiring more addiction/mental health specialists and peer recovery coaches.
  - Offer training programs for individuals in recovery.
- **Community-Based Harm Reduction:**
  - Support for naloxone distribution and *safe syringe programs* to reduce harm and save lives.
- **Address Housing Insecurity:**
  - Develop transitional housing programs/initiatives focused on reducing relapse rates.
- **Data /Information Systems:**
  - Invest in data-driven initiatives for tracking overdoses and evaluating program effectiveness.
  - Sharing services/making the accessible.

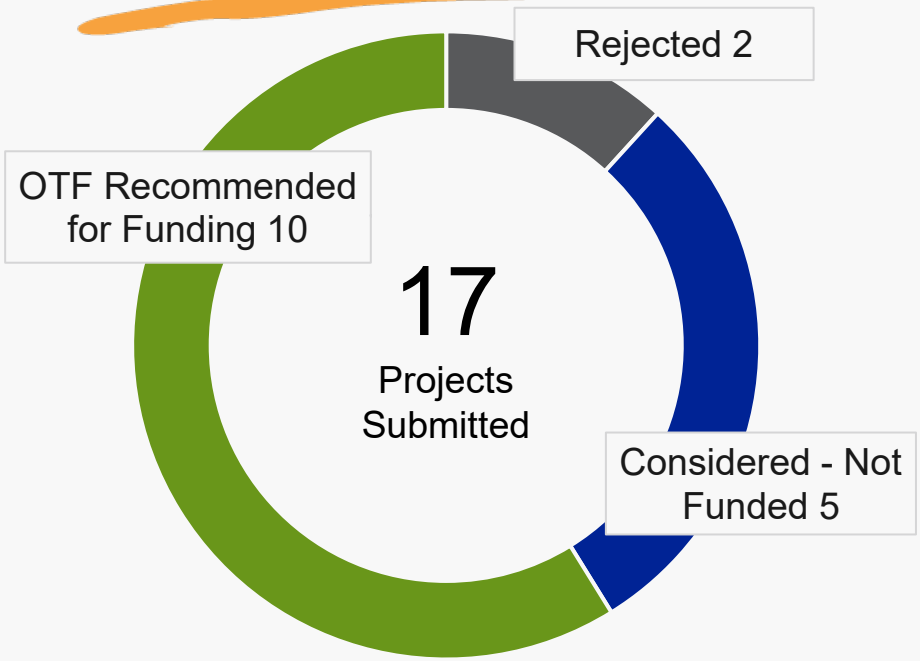
FUNDING OVERVIEW OF YEAR-1

- Over $8.4M available for allocation
- Over $24M total in community requests for funding
- 6 single-year projects
- 3 multi-year (2-3 years)



City/County Fund	Regional Fund	Total Combined Allocation	Contingency
$898,099.19	**$7,553,514.40**	**$8,180,289.00**	**$271,324.59**
Fully allocated to projects	Available for Funding		
	$7,282,189.81		
	Allocated to Projects		

Funding Overview of Year-2



- Over $18.4M total in community requests for funding
- All recommended projects are annual allocations

City/County Fund
$374,196.07
Fully allocated to community projects

Regional Fund
$4,632,809.38
Fully allocated to projects

Total Allocated to Community Projects
$5,007,005.45

County Projects
$750,000.00
BCC-approved County projects

COUNTY PROJECTS FUNDED - $750,000.00 ALLOCATION

Total Amount Available per BCC Motion	$750,000.00
Total for Year-2 County Project Allocations	$694,421.00
Remaining Funds	**$55,579.00**

Sixth Judicial Circuit Court

- General Master - $135,889.00 *(includes FICA & Retirement)*
- Administrative Assistant II - $58,532.00 *(includes FICA & Retirement)*

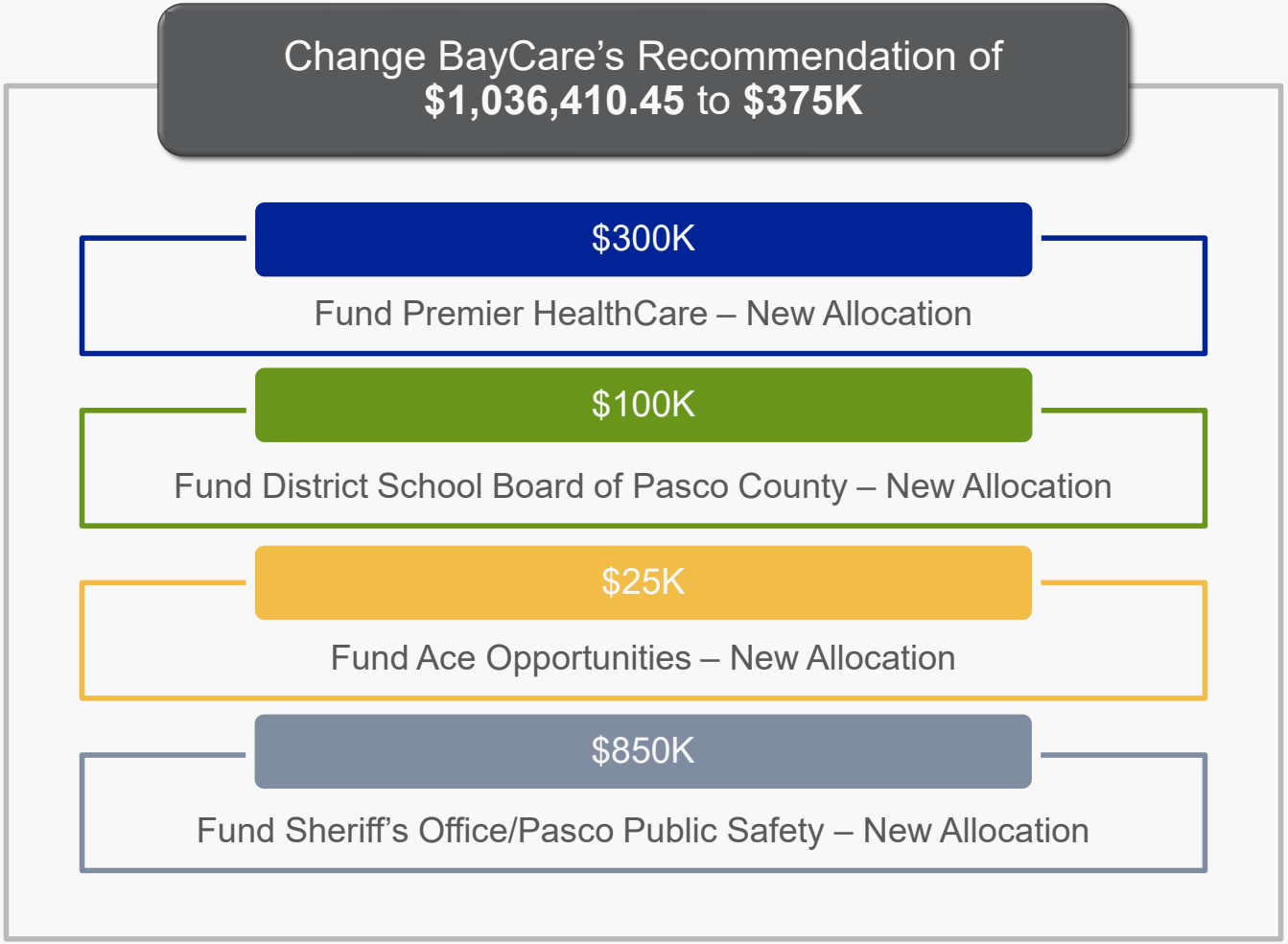
Public Safety

- Mental Health Program - $500,000.00

YEAR 2 – OTF PROJECT FUNDING RECOMMENDATION LIST

Project No.	Applicant/Organization	Proposed Project Name	Amount Requested	CITY/COUNTY Amount to Fund	REGIONAL Amount to Fund
				$374,196.07	$4,632,809.38
3	BayCare Behavioral Health, Inc.	Pasco County Response Team	$3,582,355.00	-	$1,036,410.45
7	Pasco County Fire Rescue	Mobile Integrated Health	$2,580,000.00	-	$680,000.00
17	Warrior Wellness Program, Inc.	Prevention and Treatment Program for Veterans at Risk or with Substance Abuse Disorder	$450,000.00	$150,000.00	-
10	Operation PAR	MAPS Pasco	$697,184.00	$221,153.00	-
2	Alliance for Healthy Communities, Inc.	The Alliance Expansion Project	$1,135,340.06	$3,043.07	$358,723.93
3	The Hope Shot, Inc.	Continuum Project 2.0	$1,387,888.80	-	$668,325.00
13	Pasco County Public Safety Corrections	Inmate Medical/Drug Treatment Resiliency Program	$3,360,000.00	-	$1,120,000.00
11	Pasco Kids First	Mobile Opioid/Substance Abuse and Child Abuse Prevention Project	$492,450.00	-	$238,350.00
8	Florida Recovery Schools of Tampa Bay, Inc.	Victory High School	$543,000.00	-	$181,000.00
14	Recovery Epicenter Foundation	The Sanctuary Respite Center	$1,050,000.00	-	$350,000.00
		Total Amount Requested	**$15,278,217.86**	**$374,196.07**	**$4,632,809.38**
		Total Amount Available from CITY/COUNTY & REGIONAL Funds	**$5,007,005.45**		
		Total Award Amount Recommended	**$5,007,005.45**		

CHANGES TO OTF FUNDING RECOMMENDATIONS

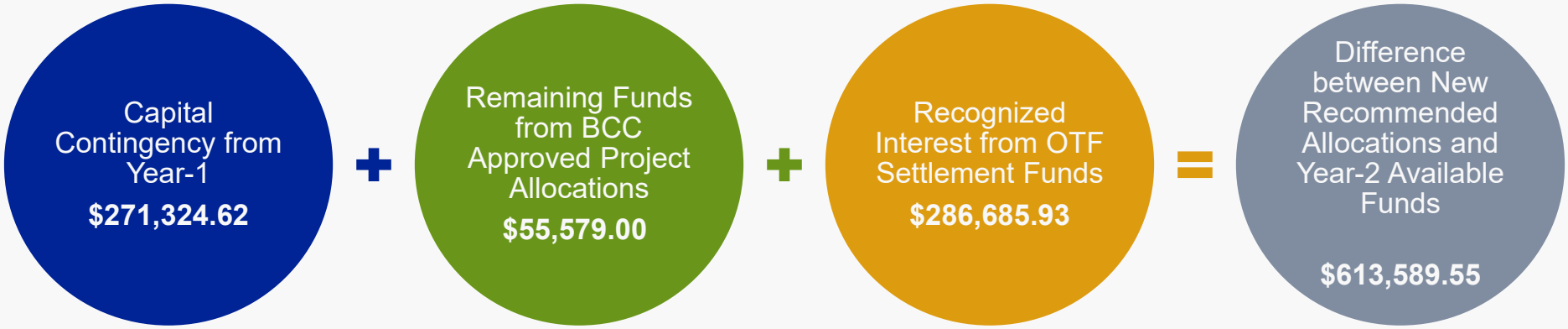


These allocations were **not recommended** for funding by the OTF

YEAR 2 – FULL PROJECT LIST – BCC APPROVED

Project No.	Applicant/Organization	Proposed Project Name	Amount Requested	CITY/COUNTY Amount to Fund	REGIONAL Amount to Fund
				$374,196.07	$4,632,809.38
3	BayCare Behavioral Health, Inc.	Pasco County Response Team	$3,582,355.00	-	$375,000.00
7	Pasco County Fire Rescue	Mobile Integrated Health	$2,580,000.00	-	$680,000.00
12	Premier Community HealthCare, Inc.	Premier's Integrated Capital Expansion Project: Access to Care for Residents with OUD & Any Co-Occurring SUD/MH Conditions	$2,000,000.00	-	$300,000.00
17	Warrior Wellness Program, Inc.	Prevention and Treatment Program for Veterans at Risk or with Substance Abuse Disorder	$450,000.00	$150,000.00	-
10	Operation PAR	MAPS Pasco	$697,184.00	$221,153.00	-
2	Alliance for Healthy Communities, Inc.	The Alliance Expansion Project	$1,135,340.06	$3,043.07	$358,723.93
3	The Hope Shot, Inc.	Continuum Project 2.0	$1,387,888.80	-	$668,325.00
6	District School Board of Pasco County	In-School Vaping Mitigation	$800,000.00	-	$100,000.00
13	Pasco County Public Safety Corrections	Inmate Medical/Drug Treatment Resiliency Program	$3,360,000.00	-	$1,120,000.00
11	Pasco Kids First	Mobile Opioid/Substance Abuse and Child Abuse Prevention Project	$492,450.00	-	$238,350.00
8	Florida Recovery Schools of Tampa Bay, Inc.	Victory High School	$543,000.00	-	$181,000.00
1	Ace Opportunities	Ace Opportunities Rise Up 2024	$50,000.00	-	$25,000.00
14	Recovery Epicenter Foundation	The Sanctuary Respite Center	$1,050,000.00	-	$350,000.00
5	Pasco County Board of County Commissioners - Public Safety (#30049)	Pasco Sheriff's Office Mental, Physical, and Emotional Health Center - Joint Usage with Pasco County Public Safety	$1,000,000.00	-	$850,000.00
		Total Amount Requested	**$15,278,217.86**	**$374,196.07**	**$5,246,398.93**
		Total Amount Available from CITY/COUNTY & REGIONAL Funds	**$5,007,005.45**		
		Total Award Amount Recommended	**$5,620,595.00**		
		Difference to Make-up	**$613,589.55**		

REVISED BUDGET



FUNDING AVAILABLE YEAR-3



- **City/County Fund**
  - $ 1,253,244.47
  - Smaller projects
  - Maximum Available
- **Regional Fund**
  - $ 4,433,431.74
  - Capital/Larger scope
  - Maximum Available
- **Total Received Funds**
  - $ 5,686,676.21

FUNDING AVAILABLE YEAR-3



- **County Projects Allocation**
  - $750,000.00
  - Years 2, 3, and 4
  - Identified Through Budget Process
- **Total Available Funds for Community Allocation**
  - $4,936,676.21

DISTRICT SCHOOL BOARD OF PASCO COUNTY
PROPOSED PROJECT – YEAR 2

District School Board of Pasco County – In-School Vaping

Allocation Requested: $800,000.00

Year 1	Year 2	Year 3
*$100,000.00**	$0	$0

Cost Breakdown (Yr-1)	Category
$170,615.88	SV23 Environmental Sensors – Qty 258
$81,552.00	Verkada Dome Series CD62E- Qty 75
$131,405.24	Installation of cameras, sensors, and ethernet cabling
$416,426.88	10-yr software license for cameras and environmental sensors

Project Summary:

- Cameras and smoke detectors/sensors to be placed in schools with high rates of vaping

Community Impact:

- 6,500 students
- Target Population – Youth

Additional Funding Sources:

- N/A

***CONSIDERED BUT NOT FUNDED BY OTF**
APPROVED BY BCC FOR $100K

District School Board of Pasco County – In-School Vaping

- **Status:**
  - Requesting a change of project
  - Documentation in your packet
  - DSBP **has not** entered into an agreement with PC

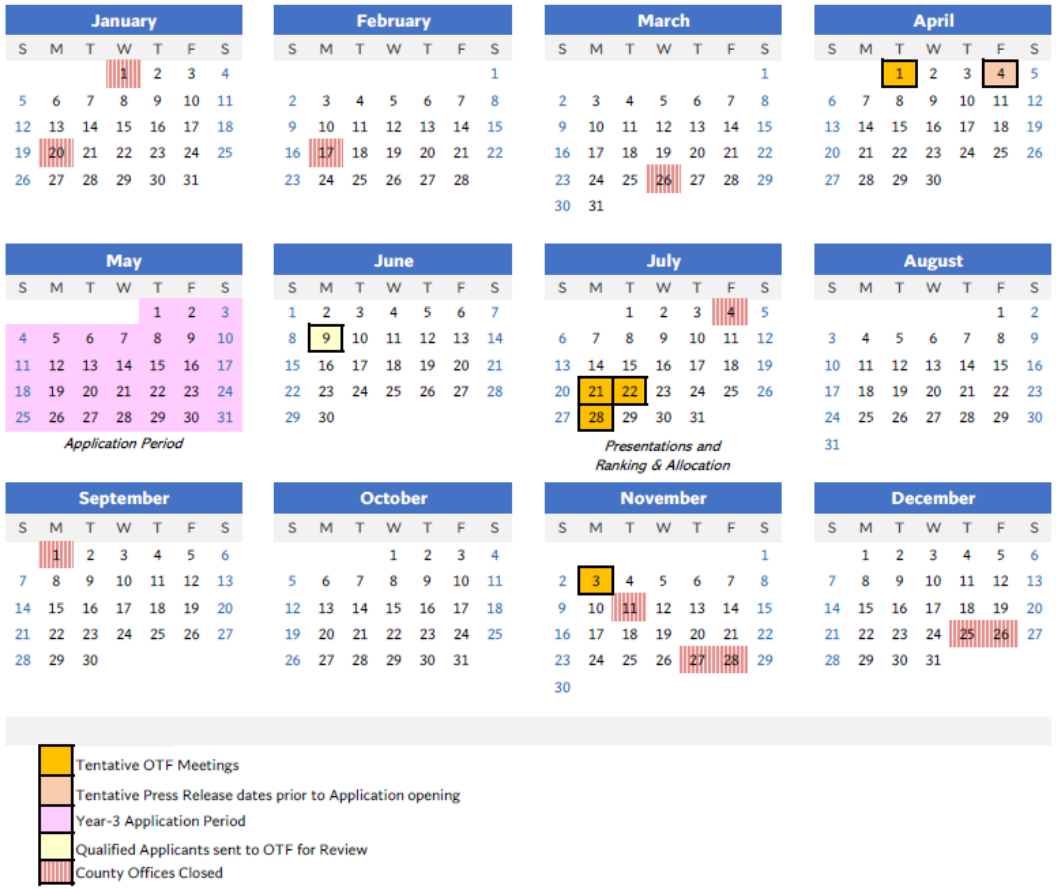
- **Considerations:**
  - Precedent
  - Organizations that received a reduced amount or were not fully funded did not change their project
  - Adjusted

- **Recommendation**

DRAFT CALENDAR YEAR-3 & APPLICATION PROCESS

OPIOID TASK FORCE DRAFT CALENDAR

2025 OTF Calendar



APPLICATION TIMELINE

- **April 3, 2025** – Press Release and social media blast.
- **April 17, 2025** – First training session @ 10:00 AM
  - Grant requirements
  - Step-by-step application submission in the Neighborly platform
  - Q & A
- **April 24, 2025** - Second training session @ 2:30 PM
  - Grant requirements
  - Step-by-step application submission in the Neighborly platform
  - Q & A
- **May 1, 2025 @ 8:00 AM EST** – Online application window opens (Neighborly)
- **May 31, 2025 @ 5:00 PM EST** – Application closes
- **June 2 – 6, 2025** – Eligibility/qualification review
  - Ongoing during the application period by the SPS Team
- **June 9 – June 13, 2025** – Qualified applicants sent to OTF for review
  - Final scoring must be submitted by 7/22.
- **July 21 & 22, 2025** – Presentations to OTF
- **July 28, 2025** – Rankings and funding recommendations for Year-3 allocations finalized
- **September 2025** – Funding recommendations go to BCC for approval
- **October 2025** – Year 3 funding begins

NEIGHBORLY APPLICATION – UPDATES & SCORING RUBRIC

Category	Subcategory	Score	Description
Budgetary Information	Well-Defined Budget Proposal	5	Budget is comprehensive, detailed, and aligns with project goals. All expenses are justified.
		4	Budget is clear with only minor details missing; most expenses are well justified.
		3	Budget is included but lacks details on some key expenses or allocations.
		2	Budget is vague or missing significant details; justification is weak.
		1	Budget is incomplete or unrealistic.
	Financial Sustainability	5	Strong sustainability plan with clear long-term funding strategy.
		4	Financial sustainability is well-planned, with minor areas needing improvement.
		3	Some sustainability planning exists, but gaps remain in funding strategy.
		2	Sustainability plan is unclear or does not extend beyond initial funding.
		1	No sustainability plan provided.
Project Plan	Clear and Actionable Objectives	5	Objectives are well-defined, measurable, and achievable within the project scope.
		4	Objectives are clear but may need slight refinement for full measurability.
		3	Objectives are somewhat clear but lack strong measurability or focus.
		2	Objectives are vague or difficult to measure.
		1	No clear objectives presented.
	Completeness of Project Submittal	5	Proposal is thorough, includes all required documents, and meets submission standards.
		4	Submission is complete with only minor missing elements.
		3	Submission is mostly complete but missing key details.
		2	Submission is incomplete or lacks significant required documents.
		1	Proposal is substantially incomplete or unorganized.
	Overall Quality & Level of Professionalism	5	Proposal is highly polished, well-structured, and professionally presented.
		4	Proposal is well-written with minor formatting or clarity issues.
		3	Proposal is clear but lacks professional formatting or polish.
		2	Proposal is difficult to read, with major formatting or clarity issues.
		1	Proposal is unprofessional, disorganized, or poorly presented.
	Key Performance Indicators (KPIs)	5	KPIs are specific, measurable, and aligned with project outcomes.
		4	KPIs are mostly clear but could be more specific.
		3	KPIs are somewhat relevant but lack specificity.
		2	KPIs are vague or weakly tied to project goals.
		1	No KPIs provided.
	Clearly Defined Expected Community Outcomes	5	Outcomes are well-defined, measurable, and clearly aligned with community impact.
		4	Outcomes are mostly clear with minor refinements needed.
		3	Outcomes are present but not fully measurable or clearly defined.
		2	Outcomes are vague or not clearly linked to community impact.
		1	No defined outcomes provided.
	Qualified & Experienced Personnel	5	Team has extensive relevant experience, with strong qualifications.
		4	Team has solid experience, but some members may lack extensive qualifications.
		3	Team has relevant experience, but with gaps in expertise.
		2	Team has minimal experience or lacks necessary qualifications.
		1	No relevant experience demonstrated.
	Detailed Personnel Duties & Responsibilities	5	Roles and responsibilities are well-defined and clearly assigned.
		4	Roles are mostly clear, with minor areas needing clarification.
		3	Some roles are defined, but responsibilities are not well-distributed.
		2	Roles are vague or not clearly assigned.
		1	No roles or responsibilities are defined.
Timeline	Realistic Project Implementation Timeline	5	Timeline is detailed, feasible, and aligns with project deliverables.
		4	Timeline is mostly feasible with minor areas needing clarification.
		3	Timeline is present but lacks detail or clear milestones.
		2	Timeline is unrealistic or missing key deadlines.
		1	No timeline provided or unrealistic schedule.
Presentation	Ability to Answer Questions	5	Presenter confidently answers all questions with detailed and relevant responses.
		4	Presenter answers most questions well but lacks depth on a few points.
		3	Presenter answers some questions adequately but struggles with details.
		2	Presenter struggles to answer key questions or lacks confidence.
		1	Presenter is unprepared or unable to answer questions effectively.

REPORTING REQUIREMENTS - ODMS

OPIOID DATA MANAGEMENT SYSTEM (ODMS)

- Dept. of Children and Families (DCF) data collection efforts:
  - Data to track expenditures/outcomes
  - Impacts all agencies that have been awarded opioid funds

- Monthly submittals
  - Data on individuals served, diagnosis codes, demographics, and outcomes
  - Cost associated with services
  - Providers will submit 837 data through ODMS
  - Providers without an electronic health record system will be provided a .csv template to submit their data

Committee Members

Robert Chalmers, Senior Executive Officer, Public Safety Branch
Michelle Hudson, MSW, Supervisor of Social Work, Pasco County School Board
Captain Toni Roach, Pasco County Sheriff's Office
Paula Baracaldo, Support Services Director, Public Services
Derek Brewer, Police Chief, City of Zephyrhills
Trang Chitakone, Administrator, Department of Health
Joseph Resnick, CEO, Premier Community HealthCare
Tracey Kaly, Director of Clinical Operations, BayCare Behavioral Health
The Honorable Judge Shawn Crane, Sixth Judicial Circuit Court
Parnia Roghani Shareef, Co-chair, Pasco County Alliance for Substance Addiction Prevention (ASAP) Opioid Committee
Art Rowand, Retired, Pasco County Sheriff's Office Sergeant
Lauren Letona, Deputy Chief, City of New Port Richey Police Department

Opioid Task Force
Agenda
Tuesday, April 1, 2025
10:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

All electronic devices must be turned off while in the Board Room.

Call to Order

Welcome and Introductions

Roll Call

Public Comment

New Business

1 Sunshine Requirements Training

2 General Updates: Year 2, Project Status and Execution Rates

3 School Board Proposal for Year 2

4 Draft Calendar for Year 3

5 Year 3 Application Process

6 Reporting Requirements – ODMS

Approval of Minutes

7 07-22-24 OTF Meeting Minutes

8 07-23-24 OTF Meeting Minutes

Miscellaneous

Old Business

9 Revisit Recommendations from Year 2

Committees Reports

Adjournment

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: Sunshine Requirements Training

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
None

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: General Updates: Year 2, Project Status and Execution Rates

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
None

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: School Board Proposal for Year 2

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
1. District School Board - Opioid Narrative
2. District School Board - Vaping Budget Request

Pasco County Schools Grant Proposal

Objective: Increase awareness and action around vaping for all middle and high school students in Pasco County ultimately reducing the use of vaping.

Background/Overview of Pasco County Student Congress:

- Each school's student Congress team is comprised of three to five students and a school administrator from every middle and high school.
- The goal is to allow students and their administrator to voice needs in their school and its population that is safe, inclusive and where students thrive.
- Each school's student Congress team attends district-wide meetings during the school year and one large culmination event at the end of the school year called Together We Stand.

Grant Proposal for Pasco County School Student Congress:

- Student Congress participants will receive training and engage in learning about vaping and the impact it has in various health, economic and social environments.
    - Pasco Schools staff members will be trained in the Not-On-Tobacco Proven Teen Smoking and Vaping Cessation Program (NOT), INDEPTH: An Alternative to Suspension or Citation program (INDEPTH), and Teen Mental Health First Aid (TMHFA). The three programs mentioned are all evidence-based programs aimed at reducing tobacco use and increasing the mental health awareness of teens.
    - The staff members will then provide training to the student Congress members during the student Congress meetings to enhance the student Congress's ability to create an individualized plan for the school to reduce the number of students vaping and using drugs.
- Student Congress students and administrators will create and implement a targeted individualized vaping/tobacco mitigation and education program for each school.
- Each school will utilize a template that the students and administration will use as a backbone to create their program whether it be an advertising campaign, handouts, etc. This will include goals, objectives, content creation, data collection and budgeting.
- Any students involved in the student Congress that want to receive the Teen Mental Health First Aid training may also attend a training course and become certified as a Teen Mental Health First Aider.

Outcomes:

1. A 20% increase in the post assessment scores of Student Congress participants.
2. 90% of Middle and High schools have created and implemented a school-based plan of action to reduce drug and tobacco usage by the end of the 25/26 school year.
3. A 10% reduction the number of referrals for possession/using tobacco or drugs in middle and high schools by the end of the 26/27 school year.
4. Have at least three staff members trained in the NOT, INDEPTH, and TMHFA programs by the start of the 25/26 school year.

The funds from the grant will pay for the following:

- Key-note speaker
- Training costs for Teen Mental Health First Aid training
- Training costs for NOT
- Training costs for INDEPTH
- Supplies/materials for Student Congress sessions

Salary Budget

Function	Object	Staff title	Cost	Count	Total Salary	
6120	130	Other Certified Personnel - Salary for Program Specialist - 60,280	$25,000.00	1	$25,000.00	
6120	210	Retirement @ 13.63%	13.63%		$3,407.50	
6120	220	FICA @ 7.65%	7.65%		$1,912.50	
6120	240	Workers Compensation @ 1.25%	1.25%		$312.50	
6120	250	Unemployment Insurance @0.10%	0.10%		$25.00	
6300	230	Group Insurance for Program Specialist - 7,812.50			$2,578.13	
6120	130	School Campaign Budget	$1,300.00	39	$50,700.00	
6120	210	Speaker(s)	$7,500.00		$7,500.00	
6120	220	Materials Student Congress Meetings	$5,000.00		$5,000.00	
		Training Costs (NOT, INDEPTH, and TMHFA)	$3,000.00		$3,000.00	
					$99,435.63	total

OPIOID TASK FORCE
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** OTF25-0004 **DATE:** 4/1/2025

SUBJECT: Draft Calendar for Year 3

AGENDA SECTION:

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. OTF Meeting Schedule 2025_Draft

2025 OTF Calendar

January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Application Period

June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Presentations and Ranking & Allocation

August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- Tentative OTF Meetings
- Tentative Press Release dates prior to Application opening
- Year-3 Application Period
- Qualified Applicants sent to OTF for Review
- County Offices Closed

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: Year 3 Application Process

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
1. Scoring Rubric for Neighborly_Year3_DRAFT

Category	Subcategory	Score	Description
Budgetary Information	Well-Defined Budget Proposal	5	Budget is comprehensive, detailed, and aligns with project goals. All expenses are justified.
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		2	Presenter struggles to answer key questions or lacks confidence.
		1	Presenter is unprepared or unable to answer questions effectively.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: Reporting Requirements – ODMS

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
None

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: 07-22-24 OTF Meeting Minutes

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. OTF 07-22-2024 - FINAL
2. OTF 07-23-2024 - FINAL

OPIOID TASK FORCE
REGULAR MEETING

ANNOTATED MINUTES

JULY 22, 2024

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

9:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Paula Baracaldo, Chairman
Support Services Director, Public Services

J. David Feichtner
Deputy Fire Chief, Fire Rescue

Lauren Letona
Deputy Chief, City of New Port Richey
Police Department

Trang Chitakone
Administrator, Florida Department of Health
In Pasco County

The Honorable Judge Shawn Crane
Sixth Judicial Circuit Court

Joseph Resnick
CEO, Premier Community Healthcare

Captain Toni Roach
Pasco County Sheriff's Office

Derek Brewer
Police Chief, City of Zephyrhills

Art Rowand
Retired, Pasco County Sheriff's Office
Sergeant

Michelle Hudson, MSW
Supervisor of Social Work
Pasco County School Board

Parnia Roghani Shareef, Co-Chair
Pasco County Alliance for Substance
Addiction Prevention (ASAP)

Tracey Kaly
Director of Clinical Operations
BayCare Behavioral Health

Legal Counsel:

Robert Hale, Assistant County Attorney

Staff:

Lori Bushway, Administrative Assistant for Support Services
Nicole O'Neill, Support Services Specialist
Riana Giannico, Grants Coordinator for Support Services

Call to Order

Madam Chair Baracaldo called the meeting to order at 9:00 a.m.

Invocation and Pledge

Ms. Amanda Dobson, Records Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Welcome and Introductions

Madam Chair Baracaldo introduced and welcomed Mr. Robert Hale, Assistant County Attorney, and Mr. J. David Feichtner, Deputy Fire Chief.

Roll Call

Ms. Dobson called the roll. All members were present.

Public Comment

Madam Chair Baracaldo reviewed the procedures to be followed and called for public comment.

There was none.

New Business

Madam Chair Baracaldo reviewed the recusal procedures.

Madam Chair Baracaldo spoke regarding the Pasco Kids First submission for funding, that they were unavailable to present today or tomorrow, and that they had requested to be added to the August meeting.

Discussion was held regarding approving the Pasco Kids First request.

The Committee approved to add the Pasco Kids First application presentation to the August 12, 2024 meeting.

1 Discussion - $750,000 to Public Safety Projects

Madam Chair Baracaldo used a PowerPoint presentation to review the item and spoke regarding $750,000.00 money allocation for County projects and the remaining $5,000,000.00 funds for community projects.

Ms. O'Neill distributed a Program Overview packet to the Committee for reference on the item.

Ms. Cathy Pearson, Assistant County Administrator for Public Services, spoke during the discussion.

Discussion was held regarding the current County applications being reviewed; the agencies that qualified for the $750,000.00 Public Safety Projects; the applications that had been submitted; the budget process and timeline; clarification that the $750,000.00 would go towards County projects only; the application process; the reason for a separate application process; that this was a particular fund for the BCC to utilize; the $750,000.00 fund distribution; regional funds; transparency on the allocation of funds; the 5% County take away; that funds would be specific to just a project; application case ID 30047; the breakdown of the budget and allocation process; the current applications that showed a need; awarding to community projects; and the eligibility status of the County funds for projects being reviewed.

The Committee approved the $750,000.00 for County projects with the Honorable Judge Crane, Mr. Rowand, and Captain Roach abstaining from the vote due to a conflict of interest.

2 Letter of Intent

Madam Chair Baracaldo used a PowerPoint presentation to review the item and spoke regarding the application process with the Community Abatement Plan and verification and contact with the state.

The item was for information only.

3 Project Presentations

Madam Chair Baracaldo spoke regarding the presentation rules and process for the presenters and that there would be eight presentations today.

Discussion was held regarding last year's applications and their status; the current reimbursement requests; the pending approval applications process; the funds disbursed in Munis; the ranking list for each project; and a clarification on how much money the Committee had to distribute.

Project 1 – Ace Opportunities: Ace Opportunities Rise Up 2024

Mr. Frank Seidl, Ace Opportunities, spoke regarding an overview of Ace Opportunities and it's recovery program, the ultimate goal of general housing, survey results on existing people at Ace Opportunities, an overview on services and the background of people served, the program's purpose, the success rate for individuals, the proven outcomes of the program, and the breakdown of the requested funds.

Discussion was held regarding clarification on what specific item would be funded; that clients would benefit from the whole program being funded; the importance to report to the state on a specific funded item; the matching of funds; to fund monthly housing and allocate the budget as needed; the importance of demonstrating the specific use of the funds; that the $50,000.00 could be used for a Case Manager's salary; that general housing would be easier to document; the Neighborly insight and a new version of the budget; and that Ace Opportunities received a lot of individuals through the court system.

The item was for information only.

Project 2 – Alliance for Healthy Communities: The Alliance Expansion Project

Mr. Rowand, Mr. Resnick, Ms. Roghani Shareef, Ms. Kaly, Captain Roach, and Ms. Chitakone abstained from the project discussion due to a conflict of interest.

Mr. Rikkard Rambo, Executive Director of Alliance for Healthy Communities, introduced Ms. Christine Parris, Board President of Alliance for Healthy Communities, Ms. Kellie Rodriguez, Programs and Outreach Director for Alliance for Healthy Communities, and Ms. Missy Coyle, ASAP Coalition Coordinator for Alliance for Healthy Communities, and spoke regarding the history of ASAP, the efforts of the program, an overview of year one with the OTF funding, the partnerships with The Hope Shot and the Always Center, funding to support staffing, an overview of the staffing positions, the success of the year one funding, and that the OTF's support would help sustain all of the program's efforts.

Discussion was held regarding salary range breakdowns; the congressional allocation; that the funds would be used for more than just salaries; and fundraising earnings and goals for the future.

The item was for information only.

Project 3 – BayCare Behavioral Healthcare: Pasco County Response Team

Ms. Roghani Shareef, Deputy Chief Letona, Captain Roach, Chief Brewer, and Ms. Kaly abstained from the project discussion due to a conflict of interest.

Ms. Sonya Bufe, Baycare Behavioral Health, introduced Ms. Erica Fritz, Baycare Behavioral Health, used a PowerPoint presentation to review the item and spoke regarding the need for increased law enforcement services, the co-responder model, Baycare's relationship with law enforcement, built upon funding with Baycare to start including other municipalities, the overdose statistics across the United States and Pasco County, and that the project connected Pasco citizens with lifesaving services.

Discussion was held regarding an overview of the job of the Pasco County Response Team; the availability of the Response Team; to add additional co-responders for all five municipalities; the salary breakdown and the determination of municipality needs; a breakdown of staff levels; the utilization of funds; the priority timeline with municipalities; that the fund request was based on population growth and the number of overdose and mental health calls; the number of calls responded to; the process of working with citizens who had been Baker or Marchman Acted; that opioid based issues or overdoses was the priority; the data on service calls and co-responder teams; and that the primary focus was on the west side of the County with the hope of expanding to all of Pasco.

The item was for information only.

Project 4 – Brianna's 2nd Chance: Future Fuel Youth Harm Reduction & Prevention

Ms. Angie Hatfield, President of Brianna's 2nd Chance Inc, spoke regarding the 2021 data of child deaths due to Fentanyl in Florida, an overview of her program and its approach towards individuals, reality-based prevention, studies on resistance-based training, ways to reduce harm, collateral consequences, her experience with the loss of her daughter, and project assistance within the program.

Ms. Bushway spoke during the discussion.

Discussion was held regarding if any groups were currently operating in Pasco County; the eligibility of the project; OTF versus CDBG funds; curriculum; the hosting of groups and classes; the interactiveness of the program; the grant funding in Polk County; that the project was non-evidence based; recruitment of members within the project; evidence for resistance training; conversations with youth; that the closest idea to Future Fuel would be Standford University Safety First; and that the project could be disqualified due to not being evidence based.

The item was for information only.

Project 5 – Public Safety 30049: Pasco County Pasco Sheriff's Office Mental, Physical, and Emotional Health Center - Joint Usage with Pasco County Public Safety

Mr. Rowand, Captain Roach, and Madam Chair Baracaldo abstained from the project discussion due to a conflict of interest.

Mr. Robert Chalmers, Senior Executive Officer for the Public Safety Administration, used a PowerPoint presentation to review the item and spoke regarding the loss of Officer Jean Karlo Santiago Miranda due to a mental health crisis, the amount of traumatic events an officer experienced per shift, the loss of state funding, part three of the abatement plan, the caregiver support focus area of the application, the unpredictability of first responder responsibilities, statistics on overdose response calls, an analogy of first responders and oxygen masks on an emergency aircraft, funds for the construction of a facility, and an example of a real life overdose call.

Discussion followed regarding construction on the health center; the appropriation amount; the location of the health center; that the health center was currently just for Pasco Sheriffs and Public Safety but could potentially open to other municipalities; the

potential expansion design of the health center; that the long-term goal would include all Pasco County first responders; and staffing.

The item was for information only.

THE COMMITTEE RECESSED AT 9:56 A.M. AND RECONVENED AT 10:11 A.M. ALL MEMBERS WERE PRESENT.

Project 6 – District School Board of Pasco County: In-School Vaping Mitigation

Ms. Hudson abstained from the project discussion due to a conflict of interest.

Mr. Mark Clairmont, Project Specialist with the Pasco County School District, used a PowerPoint presentation to review the item and spoke regarding the teenaged vaping epidemic in Florida, the Florida Youth Risk Survey results with vaping and supported data, the 2022 Florida Youth Substance Abuse Survey results comparing Pasco County with the State of Florida, his experience as a school nurse with Pasco County Schools, the Charlotte County Schools vaping pilot program and its success, an overview of the chosen schools, and the cameras and sensors.

Discussion was held regarding the TOOLS program; camera usage within schools; that school enforcement in real time was a challenge; the amount secondary students vaping; if the pilot program had decreased vaping within the Charlotte County School District; whether or not students could find another area within a school to vape; sensor tampering; the software's continuous updating capability; Pasco County Schools ongoing and future ideas for education on vaping; the ten-year commitment to the pilot program; the potential to slowly add more secondary schools; and that there had been issues of vaping within elementary schools.

The item was for information only.

Project 7 – Fire Rescue, Pasco County Pasco County: Fire Rescue Mobile Integrated Health

Madam Chair Baracaldo and Ms. Chitakone abstained from the project discussion due to a conflict of interest.

Mr. Eric Munroe, Firefighter Support II of Pasco County Fire Rescue Integrated Health Team, used a PowerPoint presentation to review the item and spoke regarding data for opioid addiction, an overview and success of the MIH team, use of funding, the size of the team versus the size of the County, zoning, a longitudinal approach to treatment, the ease of access in the County, and the goals of the project.

Discussion was held regarding supplementing CORE funding; the expansion of the program to match the size and population of the County; the difference from Baycare's project; access to care; overdose response; law enforcement assistance with MIH; acute treatment and long-term care; Baycare verses MIH care in the field; that MIH's priority aligned with treating substance abuse; and current unit size and expansion of the unit.

The item was for information only.

Project 8 – Florida Recovery Schools of Tampa Bay: Victory High School

Ms. Tina Miller, Executive Director of Florida Recovery Schools of Tampa Bay and Principal of Victory High School, used a PowerPoint presentation to review the item and spoke regarding an overview of this year's graduates from Victory High School, the importance of connection for overall success, and the second quarter success rate for Pasco students.

Discussion was held regarding funding; the breakdown of the funding usage; that they did not need to relocate the school; salary staff level breakdown; the number of Pasco students serving in the program; the average student attendance; and other outside grants and funding.

The item was for information only.

Projects 9 through 17 would be heard at the July 23, 2024 Opioid Task Force meeting.

Approval of Minutes

There was none.

Old Business

There was none.

Committees Reports

There was none.

Adjournment

Madam Chair Baracaldo reviewed the score card due dates, that the project ranking details would be sent out to the Committee along with other important information, and asked that any requests from the Committee be made known.

Discussion was held regarding the Sunbiz scoring.

The meeting adjourned at 10:55 a.m.

OPIOID TASK FORCE
REGULAR MEETING
JULY 22, 2024

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Amanda Dobson

Amanda Dobson, Records Clerk I
Board Records Division

OPIOID TASK FORCE
REGULAR MEETING

ANNOTATED MINUTES

JULY 23, 2024

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

9:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Paula Baracaldo, Chairman
Support Services Director, Public Services

J. David Feichtner
Deputy Fire Chief, Fire Rescue

Lauren Letona
Deputy Chief, City of New Port Richey
Police Department

Trang Chitakone
Administrator, Florida Department of Health
In Pasco County

The Honorable Judge Shawn Crane
Sixth Judicial Circuit Court

Joseph Resnick
CEO, Premier Community Healthcare

Captain Toni Roach
Pasco County Sheriff's Office

Derek Brewer
Police Chief, City of Zephyrhills

Art Rowand
Retired, Pasco County Sheriff's Office
Sergeant

Michelle Hudson, MSW
Supervisor of Social Work
Pasco County School Board

Parnia Roghani Shareef, Co-Chair
Pasco County Alliance for Substance
Addiction Prevention (ASAP)

Tracey Kaly
Director of Clinical Operations
BayCare Behavioral Health

Legal Counsel:

Robert Hale, Assistant County Attorney

Staff:

Lori Bushway, Administrative Assistant for Support Services
Nicole O'Neill, Support Services Specialist
Riana Giannico, Grants Coordinator for Support Services

Call to Order

Madam Chair Baracaldo called the meeting to order at 9:02 a.m.

Invocation and Pledge

Ms. Amanda Dobson, Records Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Welcome and Introductions

Madam Chair Baracaldo clarified funding allocations and spoke regarding that information would be sent out ahead of the August 12, 2024 meeting, that Captain Roach would need to step out of today's meeting briefly, she reminded the Committee about recusal forms, and noted that an email was received by Brianna's 2nd Chance challenging the ineligibility disqualification and whether or not the Committee wanted to consider them in the process going forward.

Discussion was held regarding if Brianna's 2nd Chance could provide evidence than it could be considered and that they would reach back out to the organization for more information.

Deputy Fire Chief Feichtner spoke regarding clarification on County based organizations and Sunbiz with the scoring procedures.

Madam Chair Baracaldo spoke regarding that County organizations receiving a free score for Sunbiz due to them being a larger organization that met the established requirements, that a one year established structure of an organization was required, that Sunbiz reports would be resent, and to reach out for any further questions or information so it could be shared with the rest of the Committee.

Discussion was held regarding Sunbiz scoring; the screening process for applicants; and that an organization needed to be established for at least a year to show stability within the organization.

Roll Call

Ms. Dobson called the roll. All members were present.

Public Comment

Public comment was not called.

New Business

1 Project Presentations

Projects 1 through 8 were heard at the July 22, 2024 Opioid Task Force meeting.

Project 9 – Marching Forward: Marching Forward Stomping Out Addiction

Ms. Estell Keshock, Director and Founder of Marching Forward Stomping Out Addiction, spoke regarding research from The Children's Hospital of Philadelphia on opioid poisoning, the power of education for awareness and prevention, the program targets, the focus on children, the egg analogy for teaching children, community involvement, goals for student outreach, data collection, to help targeted age groups, and the abatement process.

Discussion was held regarding the program's intervention curriculum; if there was tested evidence pertaining to the program; the Shedding Out Silence program; examples of helping families in need; the potential for partnerships with schools; and clarification on the proposed budget.

Captain Roach left the meeting at 9:17 a.m.

Discussion continued regarding services provided to support the homeless; tracking and follow-ups for homeless individuals; and if there was a partnership with the homeless coalition.

The Committee approved to receive and file documents submitted by Ms. Estell Keshock with Captain Roach absent from the vote.

The item was for information only.

Project 10 – Operation PAR: MAPS Pasco

Mr. Jim Miller, CEO of Operation PAR, spoke regarding the MAPS program, the Pasco County overdose rate in 2022, the gaps in treatment during non-traditional hours, services provided by the MAPS program, to offer all three FDA approved medications and mental health supports, the uniqueness of the project, a 5% increase in the individuals accessing MAPS services in the first year, the benefits of weekend services, positive preliminary results from other counties, and the proposed budget breakdown.

Captain Roach returned at 9:29 a.m.

Discussion was held regarding extended hours and accessibility for individuals; the increased number of individuals helped; the program's difference from the Pasco Fire Rescue and Sherif's Office; the current amount of people served; and that the service was only in west Pasco currently with the potential in east Pasco depending on need and licensing.

The item was for information only.

Project 11 – Pasco Kids First: Mobile Opioid/Substance Abuse and Child Abuse Prevention Project

Madam Chair Paula Baracaldo noted that the item would be heard at the August 12, 2024 meeting.

Project 12 – Premier Community HealthCare: Premier's Integrated Capital Expansion Project: Access to Care for Residents with OUD & Any Co-Occuring SUD/MH Conditions

Mr. Resnick abstained from the project discussion due to a conflict of interest.

Ms. Cheryl Pollock, Chief Advancement and Community Engagement Officer for Premier Community Healthcare introduced Mr. Aaron Brandt, Chief Financial Officer for Premier Community Healthcare, and Mr. Jesse Dang, Vice President of Operations for Premier Community Healthcare, used a PowerPoint presentation to review the item and spoke regarding the history and services of Premier Community Healthcare; continuous response to the growing demands in behavioral health; growth from last year's proposal; and the clinic renovation proposal.

Discussion was held regarding hiring staff; CDBG funding; services at the current Dade City clinic versus the new clinic; the location of the new clinic to surrounding care facilities; the response to the influx of community members; statistics on people served; the need for more space to meet demand; that the clinic would not be a residential facility; roll over services and the integrated model for patients; the need to provide more access to care; response to patients waiting for services; challenges with private

sector referrals; payment inability and fundraising; that the Baycare office provided mental health and addiction services; and the wait list for receiving services.

The item was for information only.

Project 13 – Corrections, Pasco County: Inmate Medical/Drug Treatment Resiliency Program

Madam Chair Baracaldo abstained from the project discussion due to a conflict of interest.

Ms. Stacey Jenkins, Chief Correctional Officer for Pasco County Corrections, used a PowerPoint presentation to review the item and spoke regarding the number of inmates processed in 2023 and the anticipation of increased inmate processing this year, the statistics regarding inmates being treated for substance abuse or mental health disorders, the breakdown of funds, a run down of inmate treatment and services, and an overview of the Treatment Supported Housing Unit services and staffing.

Discussion was held regarding hiring staff; the integration of currently provided services with the housing unit services; to keep to like-minded individuals who were focused on recovery within the housing unit; the increase of inmates enrolled into the Medical Assistance Program; the potential to expand Operation Payback; the start and stay time of inmates in the jail and the program; the goals of drug court with individuals; a positive mindset for inmates; the definition and job description of a Designated Focused Based Supervisor; and the eligibility and screening process for the program and drug court.

The item was for information only.

Project 14 – Recovery Epicenter Foundation: The Sanctuary Respite Center

Ms. Teresa Mancuso, Peer Respite Center Director for The Catcher's Mitt, and Ms. Lindsey Mckeown, Chief Operations Officers for Recovery Epicenter Foundation, spoke regarding an overview of the respite home program; the connection to services and the success rate; the number of participants in The Catcher's Mitt; a variety of referrals to the program; the need for short term stabilization; the success in Pinellas County; and peer levels.

Ms. Samantha Bookhammer, former resident of The Catchers Mitt, spoke during the discussion.

Discussion was held regarding peer level; the facility in Clearwater; the goal to expand to Pasco; the breakdown of hired staff; if a dedicated space in Pasco had been located; that the proposed funding would be used to secure housing in Pasco; clarification that the funds would be used to secure housing and staff; that the budget included renting

and utilities of a property; if there were challenges with securing a home site; the good neighbor policy; the size and location of the home; the daily rate of the program; eligibility into the program for lower income individuals; a case-by-case basis for stay time; the number of individuals served yearly; if there were other avenues to receive funding if needed; the support of Live Tampa Bay and Baycare; services provided to individuals from other counties; and Samantha's experience with addiction and help from The Catcher's Mitt.

The item was for information only.

Project 15 – Steps to Recovery: Pasco Community SAFE Recovery Center

Ms. Esther Valiente, Clinical Director for Steps to Recovery, and Ms. LeeAnn Cox, Fiscal Officer for Steps Recovery, used a PowerPoint presentation to review the item and spoke regarding the funding breakdown.

Discussion was held regarding collaboration with community partners; recovery courses follow ups for clients; the status of the Trouble Creek Project; the building purchase; and to provide services to veterans and non-veterans.

The item was for information only.

Project 16 – The Hope Shot: Continuum Project 2.0

Mr. Nathan Cantie, Vice President of The Hope Shot, introduced Mr. Justin McPadden, President and CEO of The Hope Shot, and spoke regarding the history of the organization, advocating for Project 2.0, partnerships with other community organizations, an overview of The Bridge to Recovery Program, an overview of The Always Center, the benefits for the expansion of the project, the data collection system, and key funded positions and their importance to the program.

Mr. McPadden spoke during the discussion.

Discussion was held regarding the amount of people served; data tracking; the application process and requirements; the helpful partnership with Alliance for Healthy Communities; a case-by-case basis for an applicant's acceptance into the program especially pertaining to treatment; and connections to treatment centers in other counties and states.

The Committee approved to receive and file documents submitted by Mr. Nathan Cantie and Mr. Justin McPadden.

The item was for information only.

THE COMMITTEE RECESSED AT 10:02 A.M. AND RECONVENED AT 10:17 A.M. ALL MEMBERS WERE PRESENT.

Project 17 – Warrior Wellness Program: Prevention and Treatment for Veterans at Risk or with Substance Abuse Disorder

Mr. Chris Sowell, Executive Director for the Warrior Wellness Program, and Ms. Patty Fried, Director of Administration for the Warrior Wellness Program, used a PowerPoint presentation to review the item and spoke regarding Mr. Sowell's experience with addiction; the goals of the program; statistics on veterans in Pasco County with disabilities; an overview of veterans and substance abuse; the five day program with effective alternative treatment options; the different therapies provided; that there were veterans currently staffed; and the funding breakdown.

Discussion was held regarding the location of the program; ART certified staff members; the impressiveness of the program; Mr. Sowell's military experience and journey to find healing; veteran created art; services for significant others; the work with STEPS to Recovery and other organizations; the number of people currently served and would be served in the future; and the hopeful increase of people served through the funding.

The item was for information only.

Approval of Minutes

There was none.

Miscellaneous

Old Business

There was none.

Committees Reports

There was none.

Adjournment

Madam Chair Baracaldo spoke regarding the August 12, 2024 meeting agenda, that the slide on funding information would be sent out, and asked that the Committee reach out if there were any questions on funding or the applications.

Discussion was held regarding the scoring timeline.

The Committee approved to accept all scoring by the end of the day on Friday July 26, 2024.

The meeting adjourned at 10:51 a.m.



OPIOID TASK FORCE
REGULAR MEETING
JULY 23, 2024

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Amanda Dobson

Amanda Dobson, Records Clerk I
Board Records Division

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: 07-23-24 OTF Meeting Minutes

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. OTF 07-23-2024 - FINAL

OPIOID TASK FORCE
REGULAR MEETING

ANNOTATED MINUTES

JULY 23, 2024

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

9:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Paula Baracaldo, Chairman
Support Services Director, Public Services

J. David Feichtner
Deputy Fire Chief, Fire Rescue

Lauren Letona
Deputy Chief, City of New Port Richey
Police Department

Trang Chitakone
Administrator, Florida Department of Health
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The Honorable Judge Shawn Crane
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Joseph Resnick
CEO, Premier Community Healthcare

Captain Toni Roach
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Derek Brewer
Police Chief, City of Zephyrhills

Art Rowand
Retired, Pasco County Sheriff's Office
Sergeant

Michelle Hudson, MSW
Supervisor of Social Work
Pasco County School Board

Parnia Roghani Shareef, Co-Chair
Pasco County Alliance for Substance
Addiction Prevention (ASAP)

Tracey Kaly
Director of Clinical Operations
BayCare Behavioral Health

Legal Counsel:

Robert Hale, Assistant County Attorney

Staff:

Lori Bushway, Administrative Assistant for Support Services
Nicole O'Neill, Support Services Specialist
Riana Giannico, Grants Coordinator for Support Services

Call to Order

Madam Chair Baracaldo called the meeting to order at 9:02 a.m.

Invocation and Pledge

Ms. Amanda Dobson, Records Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Welcome and Introductions

Madam Chair Baracaldo clarified funding allocations and spoke regarding that information would be sent out ahead of the August 12, 2024 meeting, that Captain Roach would need to step out of today's meeting briefly, she reminded the Committee about recusal forms, and noted that an email was received by Brianna's 2nd Chance challenging the ineligibility disqualification and whether or not the Committee wanted to consider them in the process going forward.

Discussion was held regarding if Brianna's 2nd Chance could provide evidence than it could be considered and that they would reach back out to the organization for more information.

Deputy Fire Chief Feichtner spoke regarding clarification on County based organizations and Sunbiz with the scoring procedures.

Madam Chair Baracaldo spoke regarding that County organizations receiving a free score for Sunbiz due to them being a larger organization that met the established requirements, that a one year established structure of an organization was required, that Sunbiz reports would be resent, and to reach out for any further questions or information so it could be shared with the rest of the Committee.

Discussion was held regarding Sunbiz scoring; the screening process for applicants; and that an organization needed to be established for at least a year to show stability within the organization.

Roll Call

Ms. Dobson called the roll. All members were present.

Public Comment

Public comment was not called.

New Business

1 Project Presentations

Projects 1 through 8 were heard at the July 22, 2024 Opioid Task Force meeting.

Project 9 – Marching Forward: Marching Forward Stomping Out Addiction

Ms. Estell Keshock, Director and Founder of Marching Forward Stomping Out Addiction, spoke regarding research from The Children's Hospital of Philadelphia on opioid poisoning, the power of education for awareness and prevention, the program targets, the focus on children, the egg analogy for teaching children, community involvement, goals for student outreach, data collection, to help targeted age groups, and the abatement process.

Discussion was held regarding the program's intervention curriculum; if there was tested evidence pertaining to the program; the Shedding Out Silence program; examples of helping families in need; the potential for partnerships with schools; and clarification on the proposed budget.

Captain Roach left the meeting at 9:17 a.m.

Discussion continued regarding services provided to support the homeless; tracking and follow-ups for homeless individuals; and if there was a partnership with the homeless coalition.

The Committee approved to receive and file documents submitted by Ms. Estell Keshock with Captain Roach absent from the vote.

The item was for information only.

Project 10 – Operation PAR: MAPS Pasco

Mr. Jim Miller, CEO of Operation PAR, spoke regarding the MAPS program, the Pasco County overdose rate in 2022, the gaps in treatment during non-traditional hours, services provided by the MAPS program, to offer all three FDA approved medications and mental health supports, the uniqueness of the project, a 5% increase in the individuals accessing MAPS services in the first year, the benefits of weekend services, positive preliminary results from other counties, and the proposed budget breakdown.

Captain Roach returned at 9:29 a.m.

Discussion was held regarding extended hours and accessibility for individuals; the increased number of individuals helped; the program's difference from the Pasco Fire Rescue and Sherif's Office; the current amount of people served; and that the service was only in west Pasco currently with the potential in east Pasco depending on need and licensing.

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Project 11 – Pasco Kids First: Mobile Opioid/Substance Abuse and Child Abuse Prevention Project

Madam Chair Paula Baracaldo noted that the item would be heard at the August 12, 2024 meeting.

Project 12 – Premier Community HealthCare: Premier's Integrated Capital Expansion Project: Access to Care for Residents with OUD & Any Co-Occuring SUD/MH Conditions

Mr. Resnick abstained from the project discussion due to a conflict of interest.

Ms. Cheryl Pollock, Chief Advancement and Community Engagement Officer for Premier Community Healthcare introduced Mr. Aaron Brandt, Chief Financial Officer for Premier Community Healthcare, and Mr. Jesse Dang, Vice President of Operations for Premier Community Healthcare, used a PowerPoint presentation to review the item and spoke regarding the history and services of Premier Community Healthcare; continuous response to the growing demands in behavioral health; growth from last year's proposal; and the clinic renovation proposal.

Discussion was held regarding hiring staff; CDBG funding; services at the current Dade City clinic versus the new clinic; the location of the new clinic to surrounding care facilities; the response to the influx of community members; statistics on people served; the need for more space to meet demand; that the clinic would not be a residential facility; roll over services and the integrated model for patients; the need to provide more access to care; response to patients waiting for services; challenges with private

sector referrals; payment inability and fundraising; that the Baycare office provided mental health and addiction services; and the wait list for receiving services.

The item was for information only.

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Madam Chair Baracaldo abstained from the project discussion due to a conflict of interest.

Ms. Stacey Jenkins, Chief Correctional Officer for Pasco County Corrections, used a PowerPoint presentation to review the item and spoke regarding the number of inmates processed in 2023 and the anticipation of increased inmate processing this year, the statistics regarding inmates being treated for substance abuse or mental health disorders, the breakdown of funds, a run down of inmate treatment and services, and an overview of the Treatment Supported Housing Unit services and staffing.

Discussion was held regarding hiring staff; the integration of currently provided services with the housing unit services; to keep to like-minded individuals who were focused on recovery within the housing unit; the increase of inmates enrolled into the Medical Assistance Program; the potential to expand Operation Payback; the start and stay time of inmates in the jail and the program; the goals of drug court with individuals; a positive mindset for inmates; the definition and job description of a Designated Focused Based Supervisor; and the eligibility and screening process for the program and drug court.

The item was for information only.

Project 14 – Recovery Epicenter Foundation: The Sanctuary Respite Center

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Ms. Samantha Bookhammer, former resident of The Catchers Mitt, spoke during the discussion.

Discussion was held regarding peer level; the facility in Clearwater; the goal to expand to Pasco; the breakdown of hired staff; if a dedicated space in Pasco had been located; that the proposed funding would be used to secure housing in Pasco; clarification that the funds would be used to secure housing and staff; that the budget included renting

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The item was for information only.

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Ms. Esther Valiente, Clinical Director for Steps to Recovery, and Ms. LeeAnn Cox, Fiscal Officer for Steps Recovery, used a PowerPoint presentation to review the item and spoke regarding the funding breakdown.

Discussion was held regarding collaboration with community partners; recovery courses follow ups for clients; the status of the Trouble Creek Project; the building purchase; and to provide services to veterans and non-veterans.

The item was for information only.

Project 16 – The Hope Shot: Continuum Project 2.0

Mr. Nathan Cantie, Vice President of The Hope Shot, introduced Mr. Justin McPadden, President and CEO of The Hope Shot, and spoke regarding the history of the organization, advocating for Project 2.0, partnerships with other community organizations, an overview of The Bridge to Recovery Program, an overview of The Always Center, the benefits for the expansion of the project, the data collection system, and key funded positions and their importance to the program.

Mr. McPadden spoke during the discussion.

Discussion was held regarding the amount of people served; data tracking; the application process and requirements; the helpful partnership with Alliance for Healthy Communities; a case-by-case basis for an applicant's acceptance into the program especially pertaining to treatment; and connections to treatment centers in other counties and states.

The Committee approved to receive and file documents submitted by Mr. Nathan Cantie and Mr. Justin McPadden.

The item was for information only.

THE COMMITTEE RECESSED AT 10:02 A.M. AND RECONVENED AT 10:17 A.M. ALL MEMBERS WERE PRESENT.

Project 17 – Warrior Wellness Program: Prevention and Treatment for Veterans at Risk or with Substance Abuse Disorder

Mr. Chris Sowell, Executive Director for the Warrior Wellness Program, and Ms. Patty Fried, Director of Administration for the Warrior Wellness Program, used a PowerPoint presentation to review the item and spoke regarding Mr. Sowell's experience with addiction; the goals of the program; statistics on veterans in Pasco County with disabilities; an overview of veterans and substance abuse; the five day program with effective alternative treatment options; the different therapies provided; that there were veterans currently staffed; and the funding breakdown.

Discussion was held regarding the location of the program; ART certified staff members; the impressiveness of the program; Mr. Sowell's military experience and journey to find healing; veteran created art; services for significant others; the work with STEPS to Recovery and other organizations; the number of people currently served and would be served in the future; and the hopeful increase of people served through the funding.

The item was for information only.

Approval of Minutes

There was none.

Miscellaneous

Old Business

There was none.

Committees Reports

There was none.

Adjournment

Madam Chair Baracaldo spoke regarding the August 12, 2024 meeting agenda, that the slide on funding information would be sent out, and asked that the Committee reach out if there were any questions on funding or the applications.

Discussion was held regarding the scoring timeline.

The Committee approved to accept all scoring by the end of the day on Friday July 26, 2024.

The meeting adjourned at 10:51 a.m.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd PASCO COUNTY FLORIDA

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Amanda Dobson

Amanda Dobson, Records Clerk I
Board Records Division

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 4/1/2025

SUBJECT: Revisit Recommendations from Year 2

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
None

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0877 **DATE:** 6/16/2026

SUBJECT: Opioid Task Force (OTF) Meeting Minutes – July 21, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0877 OTF 07-21-2025

Committee Members

Robert Chalmers, Senior Executive Officer, Public Safety Branch
Michelle Hudson, MSW, Supervisor of Social Work, Pasco County School Board
Captain Toni Roach, Pasco County Sheriff's Office
Paula Baracaldo, Support Services Director, Public Services
Derek Brewer, Police Chief, City of Zephyrhills
Trang Chitakone, Administrator, Department of Health
Joseph Resnick, CEO, Premier Community HealthCare
Tracey Kaly, Director of Clinical Operations, BayCare Behavioral Health
The Honorable Judge Shawn Crane, Sixth Judicial Circuit Court
Parnia Roghani Shareef, Co-chair, Pasco County Alliance for Substance Addiction Prevention (ASAP) Opioid Committee
Art Rowand, Retired, Pasco County Sheriff's Office Sergeant
Lauren Letona, Deputy Chief, City of New Port Richey Police Department

Opioid Task Force
Agenda
Monday, July 21, 2025
9:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

All electronic devices must be turned off while in the Board Room.

Call to Order

Welcome and Introductions

Roll Call

Public Comment

New Business

1 Overview

2 Grant Applicant Checklist

3 Project Presentations

Approval of Minutes

Miscellaneous

Old Business

Committees Reports

Adjournment

OPIOID TASK FORCE
REGULAR MEETING

ANNOTATED AGENDA

JULY 21, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Paula Baracaldo, Chairman
Support Services Director, Public Services

Robert Chalmers
Senior Executive Officer
Public Safety Branch

Lauren Letona
Deputy Chief, City of New Port Richey
Police Department

Trang Chitakone
Administrator, Florida Department of Health
In Pasco County

The Honorable Judge Shawn Crane
Sixth Judicial Circuit Court

Parnia Roghani Shareef, Co-Chair **– Absent**
Pasco County Alliance for Substance
Addiction Prevention (ASAP)

Captain Toni Roach
Pasco County Sheriff's Office

Derek Brewer
Police Chief, City of Zephyrhills

Art Rowand
Retired, Pasco County Sheriff's Office
Sergeant

Michelle Hudson, MSW **– Absent**
Supervisor of Social Work
Pasco County School Board

Joey Resnick **- Absent**
CEO, Premier Community Healthcare

Tracey Kaly
Director of Clinical Operations
BayCare Behavioral Health

Legal Counsel:

Robert Hale, Assistant County Attorney

Staff:

Lori Bushway, Administrative Assistant for Support Services
Nicole O'Neill, Support Services Specialist
Riana Giannico, Grants Coordinator for Support Services

Call to Order

Madam Chair Baracaldo called the meeting to order at 9:03 a.m.

Invocation and Pledge

Ms. Nevaeh Wilkes, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Welcome and Introductions

There were none.

Roll Call

Ms. Wilkes called the roll. All members were present with the exception of Ms. Hudson, Ms. Roghani Shareef, and Mr. Resnick who were absent.

Public Comment

Madam Chair Baracaldo reviewed the procedures to be followed and called for public comment.

There was none.

New Business

1 Overview

The Committee approved to take the average vote score from all members, plug that in as a presentation score for all projects, and then get a total and final project score.

2 Grant Applicant Checklist

This item was not discussed.

3 Project Presentations

The item was for information only.

Approval of Minutes

There was none.

Old Business

Madam Chair Baracaldo spoke regarding the start time for the July 22, 2025 Opioid Task Force meeting and her appreciation to the members and presenters.

Discussion was held regarding that an email would be sent to the presenters with the Agenda.

Committees Reports

There was none.

Adjournment

THE COMMITTEE RECESSED AT 9:36 A.M. AND RECONVENED AT 10:30 A.M.

The meeting adjourned at 11:07 a.m.

Prepared by: Nevaeh Wilkes, Records Clerk I, Board Records Division

OPIOID TASK FORCE
REGULAR MEETING

ANNOTATED MINUTES

JULY 21, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

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Members:

Paula Baracaldo, Chairman
Support Services Director, Public Services

Robert Chalmers
Senior Executive Officer
Public Safety Branch

Lauren Letona
Deputy Chief, City of New Port Richey
Police Department

Trang Chitakone
Administrator, Florida Department of Health
In Pasco County

The Honorable Judge Shawn Crane
Sixth Judicial Circuit Court

Parnia Roghani Shareef, Co-Chair **– Absent**
Pasco County Alliance for Substance
Addiction Prevention (ASAP)

Captain Toni Roach
Pasco County Sheriff's Office

Derek Brewer
Police Chief, City of Zephyrhills

Art Rowand
Retired, Pasco County Sheriff's Office
Sergeant

Michelle Hudson, MSW **– Absent**
Supervisor of Social Work
Pasco County School Board

Joey Resnick **- Absent**
CEO, Premier Community Healthcare

Tracey Kaly
Director of Clinical Operations
BayCare Behavioral Health

Legal Counsel:

Robert Hale, Assistant County Attorney

Staff:

Lori Bushway, Administrative Assistant for Support Services
Nicole O'Neill, Support Services Specialist
Riana Giannico, Grants Coordinator for Support Services

Call to Order

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Invocation and Pledge

Ms. Nevaeh Wilkes, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Welcome and Introductions

There were none.

Roll Call

Ms. Wilkes called the roll. All members were present with the exception of Ms. Hudson, Ms. Roghani Shareef, and Mr. Resnick who were absent.

Public Comment

Madam Chair Baracaldo reviewed the procedures to be followed and called for public comment.

There was none.

New Business

Madam Chair Baracaldo reviewed the recusal procedures.

1 Overview

Madam Chair Baracaldo used a PowerPoint presentation to review the item and spoke regarding the schedule, the recusal policy, and the scoring system.

Discussion was held regarding the presentations; project scoring; and voting.

The Committee approved to take the average vote score from all members, plug that in as a presentation score for all projects, and then get a total and final project score.

2 Grant Applicant Checklist

This item was not discussed.

3 Project Presentations

Madam Chair Baracaldo spoke regarding the presentation rules, process for the presenters, that there would be eight presentations today, and funding.

Project 1 - Premier's Integration Initiative: Access to Care for Pasco Residents with OUD & Any Co-Occuring SUD/MH Conditions

Mr. Aaron Brandt, Chief Financial Officer for Premier Community Healthcare, used a PowerPoint presentation and spoke regarding an overview of Premier and its integration initiative, patient visits, medical staffing, a behavioral health facility in Zephyrhills, new patient appointments, that this would act as an expansion for new and existing patients closer to Dade City, and patient insurance.

Discussion was held regarding the building; the distance from the Zephyrhills location; and the price and purpose for a recruiter.

This item was for information only.

Project 2 - Ace Opportunities Rise up 2025

Mr. Frank Seidl, Ace Opportunities, spoke regarding an overview of Ace Opportunities and its recovery program, the 2024 statistics, a recent survey, the proven outcomes of the program, and a breakdown of the requested funds.

Judge Crane spoke regarding a wedding with two Ace graduates that he had performed a ceremony for and that the money Ace was using was serving the public.

This item was for information only.

Project 3 - Alliance 3.0: Advancing the Mission

Mr. Rowand, Ms. Kaly, Captain Roach, and Ms. Chitakone abstained from the project discussion due to a conflict of interest.

Ms. Kellie Rodriguez, Executive Director of Alliance for Healthy Communities, introduced Ms. Missy Coyle, Coordinator for Alliance for Healthy Communities, and Ms. Maya Young, Alliance, and used a PowerPoint presentation to review the item. She spoke regarding the Always Center, an overview of year two with the OTF funding, the success of the year one funding, funding to support staffing and capacity, and that the OTF's support and year 3 funding would help sustain all of the program's efforts in Pasco County.

Discussion was held regarding plans for east Pasco and the community; ASAP; schooling; and partners.

This item was for information only.

Project 4 - Advancing Opiate Treatment and Recovery - East Pasco UrgentCare Center

Ms. Kaly and Deputy Chief Letona abstained from the project discussion due to a conflict of interest.

Ms. Erica Fritz, BayCare Behavioral Health, spoke regarding the expansion project, the amount of individuals served in the West Pasco Center, the success of the New Port Richey model, recognition for the BayCare Behavioral Health Urgent Care's innovation with State and National awards, access to care, that the funding would cover the initial startup costs for staffing and design needs, and the services that would be provided.

Discussion was held regarding the location and buildings in Dade City.

This item was for information only.

Project 5 - Pasco County Opioid Prevention Initiative

Ms. Mandy Taylor, Chief Operating Officer for Boys and Girls Clubs of Greater Tampa Bay, introduced Ms. Niki Evans, VP of Health and Wellness for Boys and Girls Clubs of Greater Tampa Bay, and used a PowerPoint presentation to review the item. They spoke regarding the prevention gap; the mission of Boys and Girls Clubs of Greater Tampa Bay; the partnership with Victory High School; trust with family and schools; and that the funding and resources would help bring this service to every middle school student in Pasco County.

Discussion was held regarding the funding for additional staff; the schools in the program; that they were working with the district; existing locations that provided the service; the evidence-based curriculum; model terms; partnerships; opioid-specific club locations; and the travel funds needed.

The item was for information only.

Project 6 - Victory High School

Ms. Tina Miller, Executive Director of Florida Recovery Schools of Tampa Bay and Principal of Victory High School, used a PowerPoint presentation to review the item and spoke regarding an overview of this year's graduates from Victory High School, goals of the school, student statistics, and success rates.

Discussion was held regarding the number of students; that they had an evidence-based program planned; that they would offer more mental health services; that they did not want to burn out their staff; and other outside grants and funding.

This item was for information only.

Project 7 - Unify Pasco Recovery Hub

Mr. Dan Dunmire, Help Us Help U, introduced Ms. Samantha Nettleton, Spring Gardens Recovery, and spoke regarding an overview of the two-faced project, that one would be for pregnant women who are addicted, that the other would be for the facility to provide services, the Spring Gardens Recovery Center, an experience with a client, the reason for the partnership with Help Us Help U, the two facility locations, and STI rates over the years.

Mr. Chirag Amin, CEO of Help Us Help U, spoke during the discussion.

Discussion was held regarding the facilities; the dental lab they could use to provide dental care; that they would be able to offer job services; the clientele for the dental practice; the anticipated amount of served individuals; that the other parts of the building were planned to be used for other primary care services; the relationship with Spring Gardens Recovery; that individuals were struggling with housing; the location of Spring Gardens Recovery's facilities; that they were not a non-profit organization; the whole body approach; whether the two projects could function independently; the total project value; housing in the facility; funding priority; that they would be able to do medical billing; and the duration of stay for mothers at the facility.

This item was for information only.

Project 8 - Partnerships for Pasco

Captain Roach abstained from the project discussion due to a conflict of interest.

Ms. Jennifer Webb, Live Tampa Bay, used a PowerPoint presentation to review the item and spoke regarding the three partnered projects and programs, that the projects acknowledged the stigma associated with addiction, overdose and recovery statistics, that they supported recovery by meeting individuals when and where they needed it, housing provided by the program, and that the OTF's investment would help sustain the program's success rates.

Discussion was held regarding the relation with other epicenters in the community; the existing partnerships; recovery housing; the main applicant for the funding; the total budget; the funding source for the epicenter; that they measured outcomes based on their data; training opportunities and navigation services they provided to partners; the amount of Pasco individuals served; the tracking system used; the amount of zip codes tracked in Pasco; law enforcement's involvement; and the Peer Respite Recovery Housing location.

The item was for information only.

Approval of Minutes

There was none.

Old Business

Madam Chair Baracaldo spoke regarding the start time for the July 22, 2025 Opioid Task Force meeting and her appreciation to the members and presenters.

Discussion was held regarding that an email would be sent to the presenters with the Agenda.

Committees Reports

There was none.

Adjournment

THE COMMITTEE RECESSED AT 9:36 A.M. AND RECONVENED AT 10:30 A.M.

The meeting adjourned at 11:07 a.m.

OPIOID TASK FORCE
REGULAR MEETING
JULY 21, 2025

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Nevaeh Wilkes

Nevaeh Wilkes, Records Clerk I
Board Records Division

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Rowan Art	Opioid Task Force
MAILING ADDRESS Protection (Retired Life)	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY	NAME OF POLITICAL SUBDIVISION: Pasco County Board of County Commissioners
DATE ON WHICH VOTE OCCURRED 07/21/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Art Rowans, hereby disclose that on July 21, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

✓ inured to the special gain or loss of Alliance for Healthy Communities (AHC), by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Board Member of AHC.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

7/21/25
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE FORM 8B - EFF. 11/2013
Adopted by reference in Rule 34-7.010(1)(f), F.A.C.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Chitalcone, Trang, Le	Opioid Task Force
MAILING ADDRESS 7509 State Road 52	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY Hudson FL Pasco	NAME OF POLITICAL SUBDIVISION: Pasco County Board of County Commissioners
DATE ON WHICH VOTE OCCURRED 07/21/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

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For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

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APPOINTED OFFICERS (continued)

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DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Trang Chitakone, hereby disclose that on July 21, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

✓ inured to the special gain or loss of Alliance for Healthy Communities, by whom I am retained; or Board member

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

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7/21/25
Date Filed

Signature

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FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Kaly Hacey	Opioid Task Force
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
	☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION: Pasco County Board of County Commissioners
DATE ON WHICH VOTE OCCURRED 07/21/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

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* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

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WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

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APPOINTED OFFICERS (continued)

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DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Tracey Kaly, hereby disclose that on July 21, 20 25 :

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative, _____ ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

AHC - Board Member

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7/21/25
Date Filed

Signature

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FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
LETONA, LAUREN	Opioid Task Force
MAILING ADDRESS 6739 ADAMS ST	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY NPR, FL 34652	COUNTY PASCO
	NAME OF POLITICAL SUBDIVISION: Pasco County Board of County Commissioners
DATE ON WHICH VOTE OCCURRED 07/21/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, LAUREN LETONA, hereby disclose that on July 21, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

✓ inured to the special gain or loss of my business associate, BAM CARE;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

7/21/25
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Kelly, Tracey	Opioid Task Force
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION: Pasco County Board of County Commissioners
DATE ON WHICH VOTE OCCURRED 07/21/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Tracey Kaly, hereby disclose that on July 21, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Bay Care - employed

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

7/21/25
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
ROACH TONI	
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
8606 CITIZENS DRIVE	☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY	NAME OF POLITICAL SUBDIVISION:
NEW PORT RICHEY PASCO	
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
7/21/2025	☐ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, TONI ROACH, hereby disclose that on 7/21/25, 2025:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

✓ inured to the special gain or loss of my business associate, LIVE TAMPA BAY;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

CHAIR COMMITTEES FOR LIVE TAMPA BAY PROJECTS

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

7/21/25
Date Filed

Toni Roach
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME ROACH TONI	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Opioid Task Force
MAILING ADDRESS 8661 CITIZEN DRIVE	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY NPR COUNTY PASCO	NAME OF POLITICAL SUBDIVISION: Pasco County Board of County Commissioners
DATE ON WHICH VOTE OCCURRED 07/22/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, TONI ROACH, hereby disclose that on July 22, 20 25 :

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

↘ inured to the special gain or loss of my relative, KRISTINA SCHERER ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

MY SISTER IS EMPLOYED BY ALLIANCE FOR HEALTHY COMMUNITIES

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

7/28/25
Date Filed

Toni Roach
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Treatment, Prevention, and Recovery Fund – Year 1 Allocations (Services)

BayCare Behavioral Health, Inc.
- Urgent Care Center
- Personnel/Direct-Services/Equipment
- $3,086,783.00 (multi-year)

Premier Community Healthcare Group, Inc.
- Expansion of Support Services
- Behavioral Health Staff/ Education & Case Management
- $600,000.00 (multi-year: years 1 and 2)

Pasco Kids First
- Mobile Outreach
- Personnel/Outreach/Supplies/Equipment
- $286,000.00 (single-year)

Ace Opportunities
- Treatment & Recovery Support Services
- Transitional Housing
- $25,000.00 (single-year)

WestCare GulfCoast-Florida, Inc.
- Direct-services/MAT/Case Management/Outreach & Education
- $297,803.00 (multi-year)

Alliance for Healthy Communities, Inc.
- Education/Stigma Reduction/Awareness for Youth
- $200,000.00 (single-year)

The Hope Shot, Inc.
- Recovery Housing/Sober Living
- $138,950.00 (single-year)

Florida Recovery Schools of Tampa Bay, Inc.
- Victory High School
- Mental Health & Recovery Services; Rent; Partial Salaries
- $61,000.00 (single-year)

Treatment, Prevention, and Recovery Fund - Year 1 Allocations

Direct Services
57%



Capital Projects
43%



- Capital Projects (real property):
  - BayCare Behavioral Health, Inc.
    - Urgent Care Center
    - Building Remodel
    - Capital Allocation - $484,753.00
  - Steps to Recovery, Inc.
    - Trouble Creek Recovery Center
    - New Building
    - Capital Allocation - $3,000,000.00

Treatment, Prevention, and Recovery Fund – Year 2 Allocations (Services)

- **Alliance for Healthy Communities, Inc.**
  - The Alliance Expansion Project
  - Education/Stigma Reduction/Awareness for Youth; Salaries
  - $361,767.00 (single-year)

- **BayCare Behavioral Health, Inc.**
  - Pasco County Response Team
  - Cross-System Law Enforcement/ Behavioral Health Collaborative
  - $1,036,410.45 (single-year)

- **Florida Recovery Schools of Tampa Bay, Inc.**
  - Victory High School
  - Mental Health & Recovery Services; Rent; Partial Salaries
  - $181,00.00 (single-year)

- **Operation PAR**
  - MAPS Pasco
  - Expand MAT Services to Include Weekend Hours; Salaries
  - $221,153.00 (single-year)

- **Pasco County BOCC – Public Safety Corrections**
  - Inmate Medical/Drug Treatment Resiliency Program
  - Provide Mental Health & MAT Services to Inmates at the County Detention Center
  - $1,120,000.00 (single-year)

- **Pasco County Fire Rescue**
  - Mobile Integrated Health
  - Expand CORe Program Adding Positions; Salaries
  - $680,000.00 (single-year)

Treatment, Prevention, and Recovery Fund – Year 2 Allocations (Services)

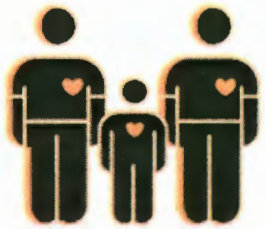
Pasco Kids First, Inc.

- Mobile Opioid/Substance Abuse and Child Abuse Prevention Project
- Mobile Education, Outreach & Therapy Program; Salaries
- $238,350.00 (single-year)

Recovery Epicenter Foundation

- The Sanctuary Respite Center
- Building/Facility to Operate 3-14 Day Withdrawal Monitoring Program
- $350,000.00 (single-year)

Direct Services 100%



The Hope Shot, Inc.

- Continuum Project 2.0
- Expand Recovery Support Services at the All Ways Center; Salaries
- $668,325.00 (single-year)

Warrior Wellness Program, Inc.

- Prevention and Treatment for Veterans at Risk or with Substance Abuse Disorder
- Treatment & Prevention Services for Veterans; Salaries
- $150,000.00 (single-year)

FUNDING OVERVIEW OF YEAR-1

- Over $8.4M available for allocation
- Over $24M total in community requests for funding
- 6 single-year projects
- 3 multi-year (2-3 years)



City/County Fund	Regional Fund	Total Combined Allocation	Contingency
$898,099.19	**$7,553,514.43**	**$8,180,289.00**	**$271,324.62**
Fully allocated to projects	Available for Funding		
	$7,282,189.81		
	Allocated to Projects		

Funding Overview of Year-2



- Over $18.4M total in community requests for funding
- All recommended projects are annual allocations

City/County Fund
$374,196.07
Fully allocated to community projects

Regional Fund
$4,632,809.38
Fully allocated to projects

Total Allocated to Community Projects
$5,007,005.45

County Projects
$750,000.00
BCC-approved County projects

FUNDING OVERVIEW OF YEAR-1

- Over $8.4M available for allocation
- Over $24M total in community requests for funding
- 6 single-year projects
- 3 multi-year (2-3 years)



City/County Fund	Regional Fund	Total Combined Allocation	Contingency
$898,099.19	**$7,553,514.43**	**$8,180,289.00**	**$271,324.62**
Fully allocated to projects	Available for Funding		
	$7,282,189.81		
	Allocated to Projects		

Funding Overview of Year-2



- Over $18.4M total in community requests for funding
- All recommended projects are annual allocations

City/County Fund
$374,196.07
Fully allocated to community projects

Regional Fund
$4,632,809.38
Fully allocated to projects

Total Allocated to Community Projects
$5,007,005.45

County Projects
$750,000.00
BCC-approved County projects

Treatment, Prevention, and Recovery Fund – Year 1 Allocations (Services)

- **BayCare Behavioral Health, Inc.**
  - Urgent Care Center
  - Personnel/Direct-Services/Equipment
  - $3,086,783.00 (multi-year)

- **Premier Community Healthcare Group, Inc.**
  - Expansion of Support Services
  - Behavioral Health Staff/ Education & Case Management
  - $600,000.00 (multi-year: years 1 and 2)

- **Pasco Kids First**
  - Mobile Outreach
  - Personnel/Outreach/Supplies/Equipment
  - $286,000.00 (single-year)

- **Ace Opportunities**
  - Treatment & Recovery Support Services
  - Transitional Housing
  - $25,000.00 (single-year)

- **WestCare GulfCoast-Florida, Inc.**
  - Direct-services/MAT/Case Management/Outreach & Education
  - $297,803.00 (multi-year)

- **Alliance for Healthy Communities, Inc.**
  - Education/Stigma Reduction/Awareness for Youth
  - $200,000.00 (single-year)

- **The Hope Shot, Inc.**
  - Recovery Housing/Sober Living
  - $138,950.00 (single-year)

- **Florida Recovery Schools of Tampa Bay, Inc.**
  - Victory High School
  - Mental Health & Recovery Services; Rent; Partial Salaries
  - $61,000.00 (single-year)

Treatment, Prevention, and Recovery Fund - Year 1 Allocations

Direct Services
57%



Capital Projects
43%



- Capital Projects (real property):
  - BayCare Behavioral Health, Inc.
    - Urgent Care Center
    - Building Remodel
    - Capital Allocation - $484,753.00
  - Steps to Recovery, Inc.
    - Trouble Creek Recovery Center
    - New Building
    - Capital Allocation - $3,000,000.00

Treatment, Prevention, and Recovery Fund – Year 2 Allocations (Services)

- Alliance for Healthy Communities, Inc.
  - The Alliance Expansion Project
  - Education/Stigma Reduction/Awareness for Youth; Salaries
  - $361,767.00 (single-year)
- BayCare Behavioral Health, Inc.
  - Pasco County Response Team
  - Cross-System Law Enforcement/ Behavioral Health Collaborative
  - $1,036,410.45 (single-year)
- Florida Recovery Schools of Tampa Bay, Inc.
  - Victory High School
  - Mental Health & Recovery Services; Rent; Partial Salaries
  - $181,00.00 (single-year)
- Operation PAR
  - MAPS Pasco
  - Expand MAT Services to Include Weekend Hours; Salaries
  - $221,153.00 (single-year)
- Pasco County BOCC – Public Safety Corrections
  - Inmate Medical/Drug Treatment Resiliency Program
  - Provide Mental Health & MAT Services to Inmates at the County Detention Center
  - $1,120,000.00 (single-year)
- Pasco County Fire Rescue
  - Mobile Integrated Health
  - Expand CORe Program Adding Positions; Salaries
  - $680,000.00 (single-year)

Treatment, Prevention, and Recovery Fund – Year 2 Allocations (Services)

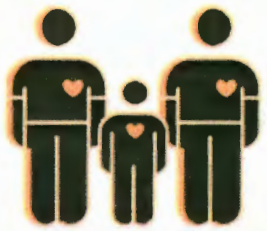
Pasco Kids First, Inc.

- Mobile Opioid/Substance Abuse and Child Abuse Prevention Project
- Mobile Education, Outreach & Therapy Program; Salaries
- $238,350.00 (single-year)

Recovery Epicenter Foundation

- The Sanctuary Respite Center
- Building/Facility to Operate 3-14 Day Withdrawal Monitoring Program
- $350,000.00 (single-year)

Direct Services 100%



The Hope Shot, Inc.

- Continuum Project 2.0
- Expand Recovery Support Services at the All Ways Center; Salaries
- $668,325.00 (single-year)

Warrior Wellness Program, Inc.

- Prevention and Treatment for Veterans at Risk or with Substance Abuse Disorder
- Treatment & Prevention Services for Veterans; Salaries
- $150,000.00 (single-year)

Category	Subcategory	Score	Description
Budgetary Information	Well-Defined Budget Proposal	5	Budget is comprehensive, detailed, and aligns with project goals. All expenses are justified.
		4	Budget is clear with only minor details missing; most expenses are well justified.
		3	Budget is included but lacks details on some key expenses or allocations.
		2	Budget is vague or missing significant details; justification is weak.
		1	Budget is incomplete or unrealistic.
	Financial Sustainability	5	Strong sustainability plan with clear long-term funding strategy.
		4	Financial sustainability is well-planned, with minor areas needing improvement.
		3	Some sustainability planning exists, but gaps remain in funding strategy.
		2	Sustainability plan is unclear or does not extend beyond initial funding.
		1	No sustainability plan provided.
Project Plan	Clear and Actionable Objectives	5	Objectives are well-defined, measurable, and achievable within the project scope.
		4	Objectives are clear but may need slight refinement for full measurability.
		3	Objectives are somewhat clear but lack strong measurability or focus.
		2	Objectives are vague or difficult to measure.
		1	No clear objectives presented.
	Completeness of Project Submittal	5	Proposal is thorough, includes all required documents, and meets submission standards.
		4	Submission is complete with only minor missing elements.
		3	Submission is mostly complete but missing key details.
		2	Submission is incomplete or lacks significant required documents.
		1	Proposal is substantially incomplete or unorganized.
	Overall Quality & Level of Professionalism	5	Proposal is highly polished, well-structured, and professionally presented.
		4	Proposal is well-written with minor formatting or clarity issues.
		3	Proposal is clear but lacks professional formatting or polish.
		2	Proposal is difficult to read, with major formatting or clarity issues.
		1	Proposal is unprofessional, disorganized, or poorly presented.
	Key Performance Indicators (KPIs)	5	KPIs are specific, measurable, and aligned with project outcomes.
		4	KPIs are mostly clear but could be more specific.
		3	KPIs are somewhat relevant but lack specificity.
		2	KPIs are vague or weakly tied to project goals.
		1	No KPIs provided.
	Clearly Defined Expected Community Outcomes	5	Outcomes are well-defined, measurable, and clearly aligned with community impact.
		4	Outcomes are mostly clear with minor refinements needed.
		3	Outcomes are present but not fully measurable or clearly defined.
		2	Outcomes are vague or not clearly linked to community impact.
		1	No defined outcomes provided.
	Qualified & Experienced Personnel	5	Team has extensive relevant experience, with strong qualifications.
		4	Team has solid experience, but some members may lack extensive qualifications.
		3	Team has relevant experience, but with gaps in expertise.
		2	Team has minimal experience or lacks necessary qualifications.
		1	No relevant experience demonstrated.
	Detailed Personnel Duties & Responsibilities	5	Roles and responsibilities are well-defined and clearly assigned.
		4	Roles are mostly clear, with minor areas needing clarification.
		3	Some roles are defined, but responsibilities are not well-distributed.
		2	Roles are vague or not clearly assigned.
		1	No roles or responsibilities are defined.
Timeline	Realistic Project Implementation Timeline	5	Timeline is detailed, feasible, and aligns with project deliverables.
		4	Timeline is mostly feasible with minor areas needing clarification.
		3	Timeline is present but lacks detail or clear milestones.
		2	Timeline is unrealistic or missing key deadlines.
		1	No timeline provided or unrealistic schedule.
Presentation	Ability to Answer Questions	5	Presenter confidently answers all questions with detailed and relevant responses.
		4	Presenter answers most questions well but lacks depth on a few points.
		3	Presenter answers some questions adequately but struggles with details.
		2	Presenter struggles to answer key questions or lacks confidence.
		1	Presenter is unprepared or unable to answer questions effectively.

Project No.	Neighborly Case File	Project Name	Organization	Eligible Yes/No	Evidence-Based per Application	Located in Pasco County	Serving Pasco County Residents	Suspended/Debarred (State & Federal) Yes/No	Sunbiz (1 Year in FL By Application Opening)	Attended Kick Off Meeting(s)	Legal/Financial Issues	Audit Findings	Project/Program Alignment	Funding Amount Requested	Partial Award Amount Considered	Matching Funding Available	Amount of Match (If Applicable)	Single-Year, or Multi-Year Request?
1	30082	Ace Opportunities Rise Up 2025	Ace Opportunities, Inc	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 53,000.00	$ 46,000.00	Y	$53,000	Single Year
2	30072	Alliance 3.0: Advancing the Mission	Alliance 3.0: Advancing the Mission	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 369,150.00	$ 358,075.50	N	NA	Single Year
3	30075	Advancing Opiate Treatment and Recovery - East Pasco Urgent Care Center	BayCare Behavioral Health, Inc.	Y	Y	Y	Y	N	Y	Y	N	Y	Y	$ 697,896.00	Not Considered - No Amount Documented	N	NA	Single Year
4	30080	Pasco County Opioid Prevention Initiative	Boys & Girls Clubs of Greater Tampa Bay	Y	Y	N	Y	N	Y	Y	N	N	Y	$ 294,737.00	$ 147,368.50	N	NA	Single Year
5	30088	Victory High School	Florida Recovery Schools of Tampa Bay, Inc.	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 181,000.00	$ 100,000.00	N	NA	Single Year
6	30079	Unify Pasco Recovery Hub	Help-Us Help-U, Inc.	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 925,000.00	$ 250,000.00	Y	$ 390,000.00	Single Year
7	30092	Partnerships for Pasco	Live Tampa Bay	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 934,429.87	$ 715,000.00	Y	$ 456,095.33	Single Year
8	30087	Pasco Recovery and Stabilization Network (Serving Veterans & Community Members Impacted by Opioids)	One Community Now	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 459,400.00	$ 350,000.00	Y	$ 191,450.00	Single Year
9	30077	MAPS Pasco Mobile SUD Treatment	Operation PAR	Y	Y	Y	Y	N	Y	Y	N	Y	Y	$1,106,245.36	$ 771,756.50	N	NA	Single Year
10	30074	Inmate Medical / Drug Treatment Resiliency Program	Pasco County Corrections	Y	Y	Y	Y	N	NA	Y	N	Y	Y	$1,120,000.00	Considered - No Amount	N	NA	Single Year
11	30084	Pasco Thrive - A joint collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services	Pasco County Fire Rescue / Human Services	Y	Y	Y	Y	N	NA	Y	N	N	Y	$1,102,000.32	Considered - No Amount Documented	N	NA	Single Year
12	30085	Opioid/Substance and Child Abuse Prevention Project	Pasco Kids First	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 240,987.99	$ 225,000.00	Y	$ 13,596.03	Single Year
13	30083	Premier's Integration Initiative: Access to Care for Pasco Residents with OUD & Any Co-Occurring SUD/MH Conditions	Premier Community HealthCare Group, Inc.	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 356,335.50	Considered - No Amount Documented	Y	$ 155,025.10	Single Year
14	30067	Stage CARES	Stage Analytics Inc.	N	Y	N	Incomplete	N	N	Y	N	N	Y	$ 135,000.00	Not Considered - No Amount	N	NA	Single Year
15	30078	The Bridge To Recovery	The Hope Shot	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 961,867.00	$ 877,853.01	Y	$5,000	Single Year
16	30089	Vincent House Recovery Through Work	Van Gogh's Palette Inc dba Vincent House	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 150,000.00	$ 60,000.00	N	NA	Single Year
17	30076	Prevention and Treatment for Warriors at Risk or with Substance	Warrior Wellness Program	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 232,600.00	Considered - No Amount	N	NA	Single Year

Total Funding Requested	**$ 9,319,649.04**
Total Partial Award Amount Considered (Documented)*	**$ 3,901,053.51**

Color Key

- County Projects
- Eligible Projects for OTF Review
- Non-eligible Projects for OTF Review
- * Amount subject to change

Opioid Treatment, Prevention, and Recovery Fund
Year 1 Projects - June/July 2025 Expenditure Report

Agency	Amount Funded	Amount Requested (YTD)	Amount Disbursed (YTD)	Amount Remaining	Rate (Actual)	Rate (Expected)	Term	Extension	Completed
Ace Opportunities	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ -	100%	100.00%	1 year		Yes
Alliance for Healthy Communities	$ 200,000.00	$ 178,499.85	$ 130,052.67	$ 21,500.15	89%	100.00%	1 year	90 days	Yes
BayCare Behavioral Health (Services)	$ 3,086,783.00	$ 331,205.91	$ 189,724.18	$ 2,755,577.09	11%	46.15%	3 years		
BayCare Behavioral Health (Capital)	$ 484,753.00	$ 451,277.03	$ 197,876.18	$ 33,475.97	93%	42.86%	3 years		
FL Recovery Schools	$ 61,000.00	$ 59,916.43	$ 59,916.43	$ 1,083.57	98%	100.00%	1 year		Yes
Pasco Kids First	$ 286,000.00	$ 181,840.80	$ 146,414.46	$ 104,159.20	64%	100.00%	1 year	90 days	Yes
Premier Community Healthcare	$ 600,000.00	$ 469,479.16	$ 446,111.44	$ 130,520.84	78%	69.23%	2 years		
Steps to Recovery (Capital)	$ 3,000,000.00	$ 648,104.23	$ 297,395.08	$ 2,351,895.77	22%	43.90%	3 years		
The Hope Shot	$ 138,950.00	$ 138,950.00	$ 138,950.00	$ -	100%	100.00%	1 year	90 days	Yes
WestCare GulfCoast FL	$ 297,803.00	$ 131,892.76	$ 111,819.38	$ 165,910.24	44%	47.37%	3 years		
Totals	**$ 8,180,289.00**	**$ 2,616,166.17**	**$ 1,743,259.82**	**$ 5,564,122.83**					

Actual Expenditure Rate Meets or Exceeds Expected Rate
Actual Expenditure Rate More Than 5% Below Expected Rate
Actual Expenditure Rate More Than 10% Below Expected Rate
Actual Expenditure Rate More Than 15% Below Expected Rate

Opioid Treatment, Prevention, and Recovery Fund
Year 2 Projects - June/July 2025 Expenditure Report

Agency	Amount Funded	Amount Requested (YTD)	Amount Disbursed (YTD)	Amount Remaining	Rate (Actual)	Rate (Expected)	Term	Extension	Completed
Ace Opportunities	$ 25,000.00	$ 14,216.20	$ 14,216.20	$ 10,783.80	57%	60.00%	1 year		
Alliance for Healthy Communities	$ 361,767.00	$ 82,927.47	$ 57,807.71	$ 278,839.53	23%	50.00%	1 year	90 day	
BayCare Behavioral Health	$ 375,000.00	$ 35,978.28	$ -	$ 339,021.72	10%	50.00%	1 year		
FL Recovery Schools	$ 181,000.00	$ 107,955.81	$ 88,380.81	$ 73,044.19	60%	60.00%	1 year		
Operation Par	$ 221,153.00	$ 3,338.29	$ -	$ 217,814.71	2%	56.25%	1 year		
Pasco Kids First	$ 238,350.00	$ 10,498.78	$ -	$ 227,851.22	4%	50.00%	1 year		
PC BOCC - Corrections - Inmate MAT Program	$ 1,120,000.00	$ 671,146.79	$ 646,916.84	$ 448,853.21	60%	64.29%	1 year		
PC BOCC - Fire Rescue - Mobile Integrated Health	$ 680,000.00	$ 159,210.32	$ 130,325.00	$ 520,789.68	23%	64.29%	1 year		
PC BOCC - Public Safety - Mental Health of First Responders	$ 500,000.00	$ 282,634.14	$ 282,634.14	$ 217,365.86	57%	64.29%	1 year		
PC BOCC - Public Safety Joint Sheriff's Office Mental, Physical, and Emotional Wellness Center	$ 850,000.00	$ -	$ -	$ 850,000.00	0%	64.29%	1 year		
Premier Community HealthCare Group, Inc.	$ 300,000.00	$ 8,652.00	$ 8,652.00	$ 291,348.00	3%	50.00%	1 year		
Recovery Epicenter Foundation	$ 350,000.00	$ 58,604.17	$ 26,766.79	$ 291,395.83	17%	56.25%	1 year		
Sixth Judicial Circuit Court - Positions for FY2025	$ 194,421.00	$ 85,261.47	$ -	$ 109,159.53	44%	60.00%	1 year		
The Hope Shot	$ 668,325.00	$ 373,348.02	$ 286,083.16	$ 294,976.98	56%	64.29%	1 year		
Warrior Wellness Program, Inc.	$ 150,000.00	$ 68,675.10	$ 32,657.68	$ 81,324.90	46%	64.29%	1 year		
Totals	**$ 6,215,016.00**	**$ 1,962,446.84**	**$ 1,574,440.33**	**$ 4,252,569.16**					

Actual Expenditure Rate Meets or Exceeds Expected Rate
Actual Expenditure Rate More Than 5% Below Expected Rate
Actual Expenditure Rate More Than 10% Below Expected Rate

PREMIER Community HealthCare

YOUR HEALTH. OUR MISSION.

Integration Initiative:

Access to Care for Pasco Residents with OUD & Any Co-Occurring SUD/MH Conditions

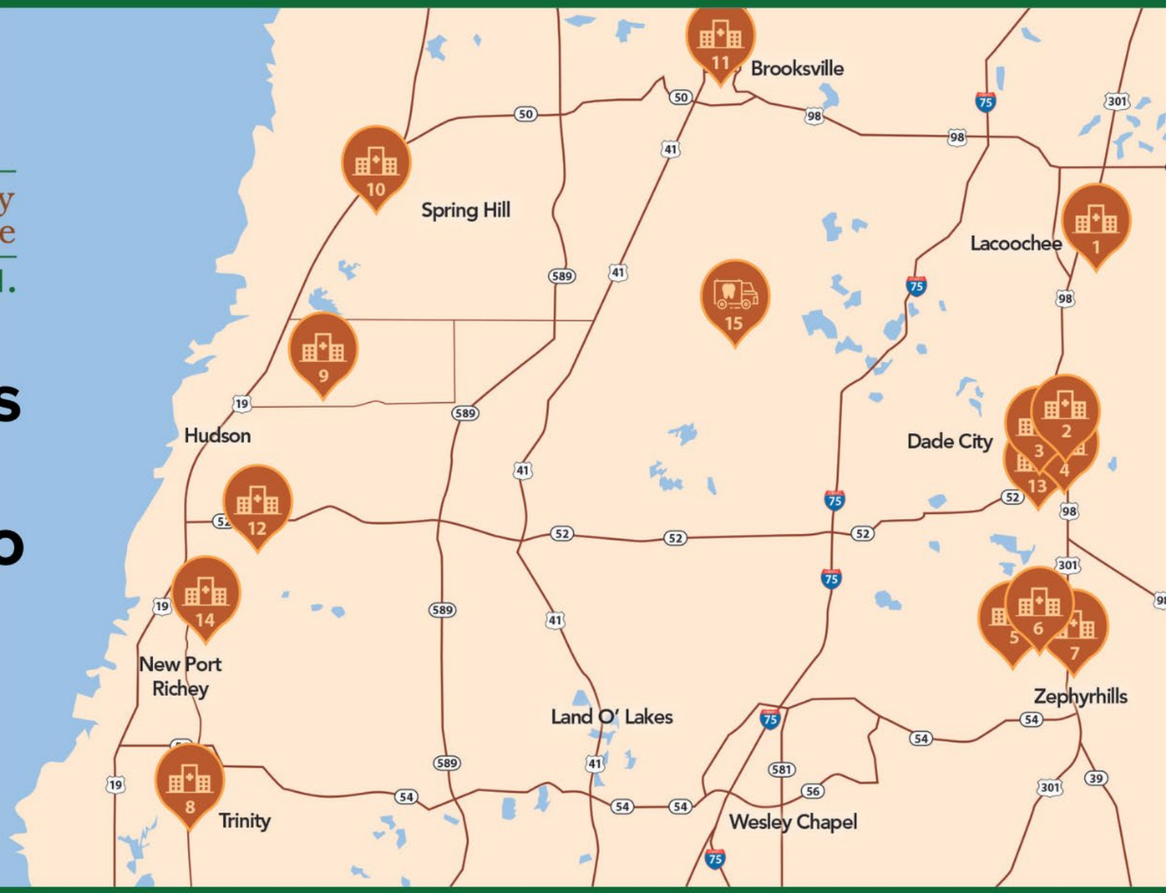
www.PremierHC.org

About Premier

PREMIER Community HealthCare

YOUR HEALTH. OUR MISSION.

Multiple Locations Throughout Pasco & Hernando Counties



PREMIER Community HealthCare

YOUR HEALTH. OUR MISSION.

Proposed Project Purpose

Operational Support for Treatment & Prevention at a new integrated behavioral health facility in Dade City.

Who Will Benefit?

Pasco residents battling Opioid Use Disorders and any co-occurring Substance Use Disorder or Mental Health conditions

PREMIER Community HealthCare
YOUR HEALTH. OUR MISSION.

Funding Requested & Project Goals

- $356,335 Requested

- Expand access to treatment & prevention OUD/SUD & BH services
  - 1,108 projected patients served through 4,683 clinical visits based on the proposed staffing plan at full capacity

- Prevention, Treatment & Recovery Services for Pasco residents

PREMIER Community HealthCare
YOUR HEALTH. OUR MISSION.

Location of Project Services (Dade City off 5th & Church Avenue)





PREMIER Community HealthCare
YOUR HEALTH. OUR MISSION.

PREMIER Community HealthCare

YOUR HEALTH. OUR MISSION.

Q&A

Thank You



Alliance for Healthy Communities

Alliance for Healthy Communities



Alliance for Healthy Communities

Built from the successes of our two coalitions, STAND Above the Influence & Alliance for Substance Addiction Prevention - ASAP, for sustainability, continued growth, and expansion.

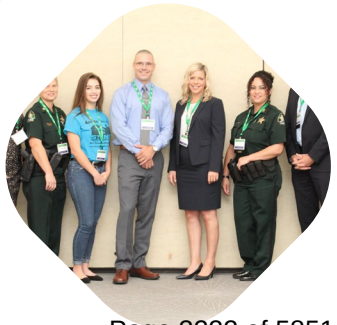


Alliance for Substance Addiction Prevention

Coordinates efforts to reduce countywide risk factors for addiction, thereby preventing and decreasing substance misuse in a comprehensive and long-term manner that primarily impacts the youth in the community.

STAND Above the Influence

Our youth led coalition that empowers youth to be agents of change by strengthening their and educating others to build a healthier community



Alliance for Healthy Communities

AHC At Work













Alliance for Healthy Communities



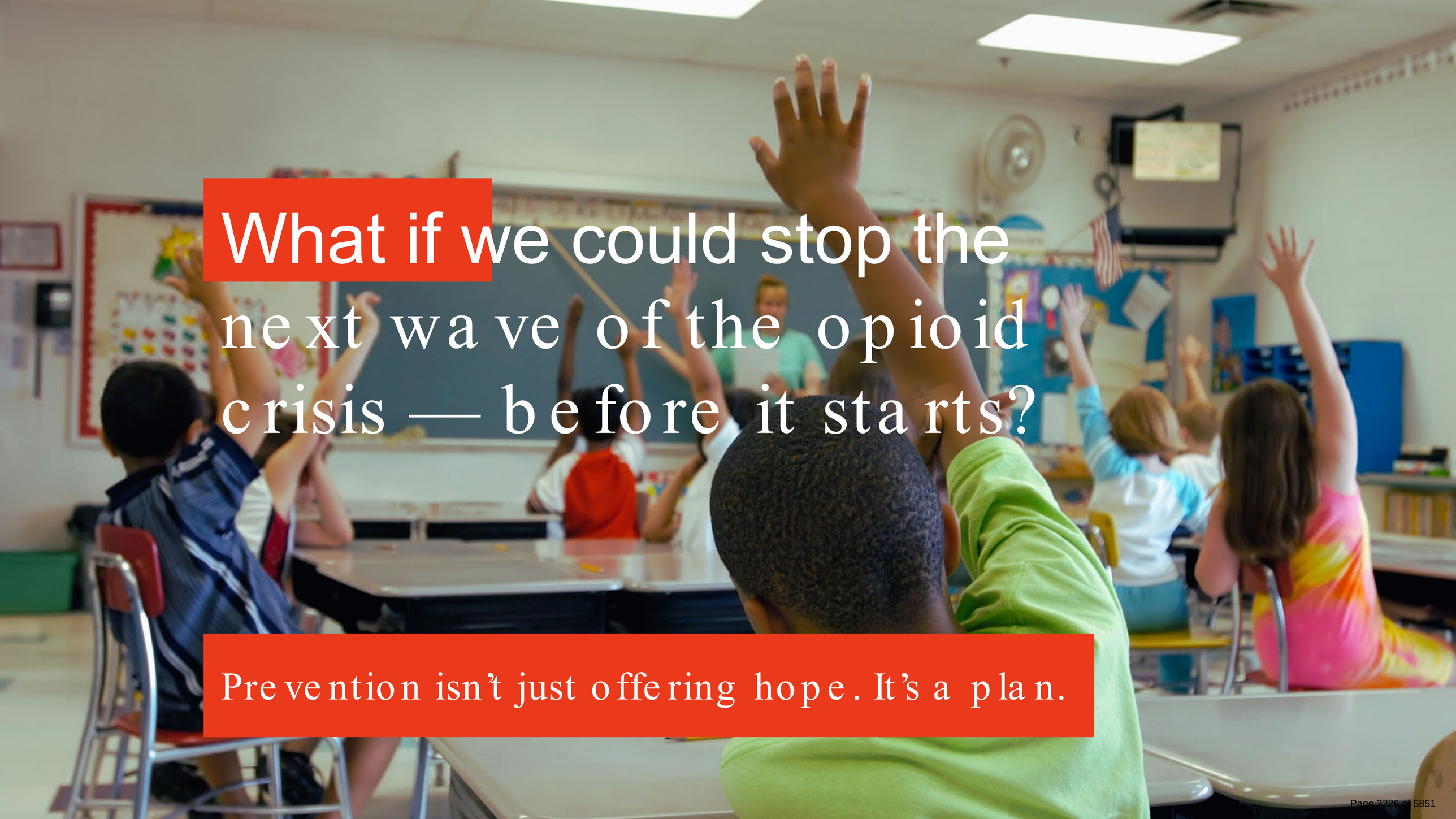






Boys & Girls Clubs of Greater Tampa Bay

Opioid Prevention in Pasco County


What if we could stop the next wave of the opioid crisis — before it starts?
Prevention isn't just offering hope. It's a plan.

Average age of first drug misuse:

13 years old

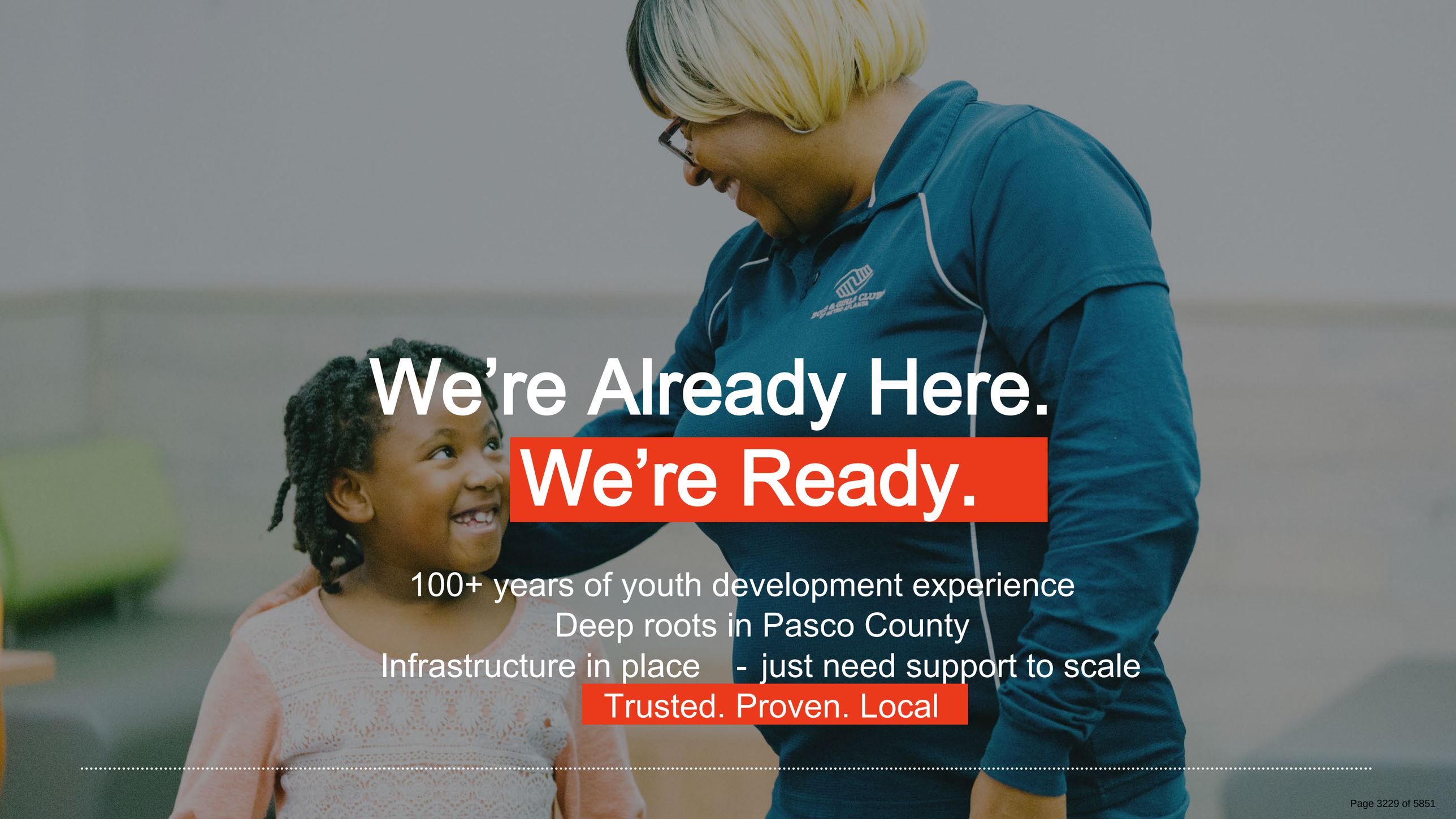
- Addiction begins with exposure and risk-taking in middle school.
- Most prevention starts too late.



What we teach, they carry for life.

- Updated and trusted knowledge
- Emotional resilience and healthy coping skills
- Decision - making
- Mentorship from trusted adults and peers





We’re Already Here.

We’re Ready.

100+ years of youth development experience

Deep roots in Pasco County

Infrastructure in place - just need support to scale

Trusted. Proven. Local


BOYS & GIRLS CLUBS
OF GREATER TAMPA BAY
Let's Change
the Trajectory
— Together
Let's bring prevention to every middle schooler in Pasco County — before it's too late.

VICTORY HIGH SCHOOL



WE DO RECOVER!

Tina Miller, BA
Founder and Executive Director
www.frsoftb.com

Florida Recovery Schools of Tampa Bay



Our primary goal is to save young people's lives!

Our secondary goals:
improve school attendance
reduce dropout rates
increase graduation rates
reduce relapse
improve mental health
reduce cost to society
improve emotional wellness and self-regulation.





82% of students who attended a recovery high school graduated, compared to 57% of their peers who attended a regular high school.

SOURCE: Berny, Lauren-doctoral candidate in Prevention Science, March 2024



- Males and Females ages 14-19
- Safe, positive and nurturing therapeutic environment for youth in recovery from substance use disorders or co-occurring disorders
- Multiple pathways to recovery supported
- Accountability through weekly and random drug tests
- Small class sizes
- Maximum number of youth to attend each school is 25

We are victorious!

www.refertovictory.com



From Pasco VHS:

Classes completed= 443

Graduates with diplomas= 16

Attendance Rate= 88%

Recovery Rate= 85%

Lowest GPA before VHS= 0.5

Average GPA at VHS= 3.5

Highest GPA at VHS= 4.1

This funding will help provide:

Executive Director

Mental Health & Behavioral Specialist

Teacher

Licensed Mental Health Counselor

Family Recovery Advocate

Rent







Thank you







LIVE TAMPA BAY

MARCHING FORWARD

To Stomp Out Addiction

RECOVERY EPICENTER

RE

FOUNDATION

July 21, 2025

PROBLEM

1. Overdose and overdose deaths are declining, but we are still far from pre-pandemic levels.

2. Deaths continue to cluster in specific zip codes.

3. Stigma remains one of the top 3 reasons why individuals do not reach out for help.

4. There are a dearth of family support programs.

4. The number of certified recovery peer specialists remains inadequate to meet the need for recovery support services.

5. Recovery peers burn out and have recurrence to substance use at a higher rate than their behavioral health tech colleagues and than their non-peer-employed, newly sober counterparts.

AGENDA

1. Welcome and Call to Order- Jennifer Webb
2. The impact of the Opioid Crisis- Jennifer Webb
3. LTB's Life Saving Intervention- Sean Daniels
4. Strategic Priorities Reviewed- Jennifer Webb
5. Presentation of Findings from Pilot Programs- Drs. Gerhardt & Kosyluk
6. Adjourn - Jennifer Webb

LIVE TAMPA BAY
PRESENTED BY THE TAMPA BAY PARTNERSHIP

SOLUTION

1. Certified Recovery Peer-based Outreach
2. 24x7 Transportation and Respite Recovery Housing
3. Peer Workforce Development
4. Communities and Public Health Anti-stigma Campaign
5. Hospital BriDGE Expansion
6. Ongoing coordination w/ Law Enforcement and Fire/Rescue

Numbers Served: 6,401

Peer Based Outreach/Respite Housing and B2R

3,600 Narcan distributed
1,920 Recovery kits distributed
1,500 Individuals engaged w peers
750 Individuals connected to care
400 Individuals served by Outfield
350 Individuals matriculate to HLOC
275 Uberhealth Rides
41 LEO/F-R TA/MI and other Trainings

Peer Workforce/BRIDGE Expansion

450 Biweekly attendees of trainings
18 Peers recruited to cert. program
15 Peers complete classes/500-hours
15 Attendees to each biweekly training
14 Peers employed within 12-months
12 Retained from previous year's cohort
3-5 Areas of CoC of peer employment

12 Bi-monthly Director's Meeting
2 Bi-annual Hospital Exec's Meeting

Numbers Served

Community-based Public Health Campaign

150 Stories Recorded by Recovery-based Interviews

120 Business, Faith, and Community Organizations Engaged

120 Community Leaders Engaged

100 One-boxes distributed to organizations with trainings

50 Families served by Marching Forward

IMPACT



1. 27% reduction of overdose in high overdose areas.
2. 35% increase in connection to care in high overdose areas
3. 87.5% of CM participants will successfully matriculate.
4. 31.5% reduction in community-based stigma
5. Increased retention of certified recovery peers.
6. Improved outcomes for Hopsital BriDGE patients.

KEY PERFORMANCE INDICATORS

1. 27% reduction of overdose in high overdose areas.
2. 35% increase in connection to care in high overdose areas
3. 87.5% of Catcher's Mitt participants will successfully matriculate.
4. 31.5% reduction in community based stigma
5. Increase in retention of certified recovery peer staff.
6. Improved outcomes for Hopsital BriDGE patients.

LIVE TAMPA BAY
PRESENTED BY THE TAMPA BAY PARTNERSHIP

CALL TO ACTION

Invest $934,429.87 in this evidence-based program

> Match funding of 48.8%

> Direct client support: 82%

> Cost per unit service: $145.98

> Cost avoidance: $80.83 million

Engage with our programs currently in Pasco.

Share stories, research, and webinars to reduce stigma and improve outcomes.

Committee Members

Robert Chalmers, Senior Executive Officer, Public Safety Branch
Michelle Hudson, MSW, Supervisor of Social Work, Pasco County School Board
Captain Toni Roach, Pasco County Sheriff's Office
Paula Baracaldo, Support Services Director, Public Services
Derek Brewer, Police Chief, City of Zephyrhills
Trang Chitakone, Administrator, Department of Health
Joseph Resnick, CEO, Premier Community HealthCare
Tracey Kaly, Director of Clinical Operations, BayCare Behavioral Health
The Honorable Judge Shawn Crane, Sixth Judicial Circuit Court
Parnia Roghani Shareef, Co-chair, Pasco County Alliance for Substance Addiction Prevention (ASAP) Opioid Committee
Art Rowand, Retired, Pasco County Sheriff's Office Sergeant
Lauren Letona, Deputy Chief, City of New Port Richey Police Department

Opioid Task Force
Agenda
Monday, July 21, 2025
9:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

All electronic devices must be turned off while in the Board Room.

Call to Order

Welcome and Introductions

Roll Call

Public Comment

New Business

1 Overview

2 Grant Applicant Checklist

3 Project Presentations

Approval of Minutes

Miscellaneous

Old Business

Committees Reports

Adjournment

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 7/21/2025

SUBJECT: Overview

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
None

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 7/21/2025

SUBJECT: Grant Applicant Checklist

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
None

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 7/21/2025

SUBJECT: Project Presentations

RECOMMENDED BOARD ACTION:
Presentation Only

ATTACHMENT(S):
1. OTF Presentation Schedule - July 21 & 22

Monday, July 21, 2025

	Time Start	Agency	Project
(Discussion)	*9:00 AM*	*OTF*	*(1) Overview; (2) Grant Applicant Checklist*

Presentation #	Time Start	Agency	Project
1	9:30	Premier Community HealthCare Group, Inc.	Premier's Integration Initiative: Access to Care for Pasco Residents with OUD & Any Co-Occuring SUD/MH Conditions
2	9:50	Ace Opportunities, Inc.	Ace Opportunities Rise up 2025
3	10:10	Alliance for Healthy Communities, Inc.	Alliance 3.0: Advancing the Mission
4	10:30	BayCare Behavioral Health, Inc.	Advancing Opiate Treatment and Recovery - East Pasco Urgent Care Center
5	10:50	Boys & Girls Club of Greater Tampa Bay, Inc.	Pasco County Opioid Prevention Initiative
6	11:10	Florida Recovery Schools of Tampa Bay, Inc.	Victory High School
7	11:30	Help-Us-Help-U, Inc.	Unify Pasco Recovery Hub
8	11:50	Live Tampa Bay	Partnerships for Pasco

** Note: All times are **estimated** . Each time slot includes 3 minutes for presentation and 15 minutes for Q&A.*

Tuesday, July 22, 2025

Presentation #	Time Start	Agency	Project
9	9:15	One Community Now	Pasco Recovery and Stabilization Network (Serving Veterans & Community Members Impacted by Opioids
10	9:35	Operation PAR	MAPS Pasco Mobile SUD Treatment
11	9:55	Pasco County Corrections	Inmate Medical / Drug Treatment Resiliency Program
12	10:15	Pasco County Fire Rescue / Human Services	Pasco Thrive - A Joint Collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services
13	10:35	Pasco Kids First Inc.	Opioid / Substance and Child Abuse Prevention Project
14	10:55	The Hope Shot	The Bridge to Recovery
15	11:15	Van Gogh's Palette, Inc. dba Vincent House	Vincent House Recovery Through Work
16	11:35	Warrior Wellness Program	Prevention and Treatment for Warriors at Risk or with Substance Abuse

** Note: All times are **estimated** . Each time slot includes 3 minutes for presentation and 15 minutes for Q&A.*

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0878 **DATE:** 6/16/2026

SUBJECT: Opioid Task Force (OTF) Meeting Minutes – July 22, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0878 OTF 07-22-2025

Committee Members

Robert Chalmers, Senior Executive Officer, Public Safety Branch
Michelle Hudson, MSW, Supervisor of Social Work, Pasco County School Board
Captain Toni Roach, Pasco County Sheriff's Office
Paula Baracaldo, Support Services Director, Public Services
Derek Brewer, Police Chief, City of Zephyrhills
Trang Chitakone, Administrator, Department of Health
Joseph Resnick, CEO, Premier Community HealthCare
Tracey Kaly, Director of Clinical Operations, BayCare Behavioral Health
The Honorable Judge Shawn Crane, Sixth Judicial Circuit Court
Parnia Roghani Shareef, Co-chair, Pasco County Alliance for Substance Addiction Prevention (ASAP) Opioid Committee
Art Rowand, Retired, Pasco County Sheriff's Office Sergeant
Lauren Letona, Deputy Chief, City of New Port Richey Police Department

Opioid Task Force
Agenda
Tuesday, July 22, 2025
9:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

All electronic devices must be turned off while in the Board Room.

Call to Order

Welcome and Introductions

Roll Call

Public Comment

New Business

1 Project Presentations - Continued

Approval of Minutes

Miscellaneous

Old Business

Committees Reports

Adjournment

OPIOID TASK FORCE
REGULAR MEETING

ANNOTATED AGENDA

JULY 22, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Paula Baracaldo, Chairman
Support Services Director, Public Services

Robert Chalmers
Senior Executive Officer
Public Safety Branch

Lauren Letona
Deputy Chief, City of New Port Richey
Police Department

Trang Chitakone
Administrator, Florida Department of Health
In Pasco County

The Honorable Judge Shawn Crane
Sixth Judicial Circuit Court

Parnia Roghani Shareef, Co-Chair **– Absent**
Pasco County Alliance for Substance
Addiction Prevention (ASAP)

Captain Toni Roach
Pasco County Sheriff's Office

Derek Brewer
Police Chief, City of Zephyrhills

Art Rowand
Retired, Pasco County Sheriff's Office
Sergeant

Michelle Hudson, MSW **– Absent**
Supervisor of Social Work
Pasco County School Board

Joey Resnick **- Absent**
CEO, Premier Community Healthcare

Tracey Kaly
Director of Clinical Operations
BayCare Behavioral Health

Legal Counsel:

Robert Hale, Assistant County Attorney

Staff:

Lori Bushway, Administrative Assistant for Support Services
Nicole O'Neill, Support Services Specialist
Riana Giannico, Grants Coordinator for Support Services

Call to Order

Madam Chair Baracaldo called the meeting to order at 9:00 a.m.

Invocation and Pledge

Ms. Nevaeh Wilkes, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Welcome and Introductions

There was none.

Roll Call

Ms. Wilkes called the roll. All members were present with the exception of Ms. Hudson, Ms. Roghani Shareef, and Mr. Resnick who were absent.

Public Comment

Madam Chair Baracaldo reviewed the procedures to be followed and called for public comment.

There was none.

New Business

1 Project Presentations - Continued

The item was for information only.

Approval of Minutes

There was none.

Old Business

Madam Chair Baracaldo spoke regarding the July 28, 2025 Opioid Task Force meeting, that checklists would be sent out to the Committee along with other important information, the submitted letter, the spreadsheet, and reminded the Committee members to re-review those projects.

The Committee approved to receive and file for a response that was received on July 21, 2025 following the presentations from Ms. Jennifer Webb with Live Tampa Bay.

Discussion was held regarding the scoring process.

Mr. Brewer spoke regarding drug court and individuals moving from the east side to the west side, that when someone was seeking recovery that window might be small, and that getting them to a place as quickly as possible had been important.

Judge Crane spoke regarding transitional housing, looking long term, positive feedback, drug court, monitoring individuals, that he had closed down parts of businesses in Pasco, a holistic approach to individuals, that it was important to have a recovery unit in jail, the concern of overdosing, educating people, that those timeframes were critical, and the desire to promote that relationship with the jail.

Committees Reports

There was none.

Adjournment

Deputy Chief Letona left the meeting at 10:09 a.m. and returned at 10:15 a.m.

The meeting adjourned at 10:32 a.m.

Prepared by: Nevaeh Wilkes, Records Clerk I, Board Records Division

OPIOID TASK FORCE
REGULAR MEETING

ANNOTATED MINUTES

JULY 22, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Paula Baracaldo, Chairman
Support Services Director, Public Services

Robert Chalmers
Senior Executive Officer
Public Safety Branch

Lauren Letona
Deputy Chief, City of New Port Richey
Police Department

Trang Chitakone
Administrator, Florida Department of Health
In Pasco County

The Honorable Judge Shawn Crane
Sixth Judicial Circuit Court

Parnia Roghani Shareef, Co-Chair **– Absent**
Pasco County Alliance for Substance
Addiction Prevention (ASAP)

Captain Toni Roach
Pasco County Sheriff's Office

Derek Brewer
Police Chief, City of Zephyrhills

Art Rowand
Retired, Pasco County Sheriff's Office
Sergeant

Michelle Hudson, MSW **– Absent**
Supervisor of Social Work
Pasco County School Board

Joey Resnick **- Absent**
CEO, Premier Community Healthcare

Tracey Kaly
Director of Clinical Operations
BayCare Behavioral Health

Legal Counsel:

Robert Hale, Assistant County Attorney

Staff:

Lori Bushway, Administrative Assistant for Support Services
Nicole O'Neill, Support Services Specialist
Riana Giannico, Grants Coordinator for Support Services

Call to Order

Madam Chair Baracaldo called the meeting to order at 9:00 a.m.

Invocation and Pledge

Ms. Nevaeh Wilkes, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Welcome and Introductions

There was none.

Roll Call

Ms. Wilkes called the roll. All members were present with the exception of Ms. Hudson, Ms. Roghani Shareef, and Mr. Resnick who were absent.

Public Comment

Madam Chair Baracaldo reviewed the procedures to be followed and called for public comment.

There was none.

New Business

Madam Chair Baracaldo reviewed the recusal procedures.

1 Project Presentations - Continued

Madam Chair Baracaldo spoke regarding the presentation rules and process for the presenters and that there would be eight presentations today.

Projects 1 through 8 were heard at the July 21, 2025 Opioid Task Force meeting.

Project 9 - Pasco Recovery and Stabilization Network (Serving Veterans & Community Members Impacted by Opioids

Ms. Patti Templeton, Executive Director for One Community Now, and Ms. Jessica McIlveen, Assistant Director for One Community Now, used a PowerPoint Presentation to review the item and spoke regarding their implementation plan, a new recovery and resource hub in Zephyrhills, qualified personnel on their team, the amount administered in housing programs in Pasco, sustainability in sources of funding, a story regarding a client they had helped, that they had chief centers on the west side, and that they were ready to expand to the east side.

Discussion was held regarding the Veterans Stand Down Event; the Veteran's Support Center; that they focused on mental health; benefits for veterans; possible locations on the east side; that they wanted to start three days a week; the civilian population; the partnership with Silver Solutions; their experience with case management; volunteers and peer support; that they used attorneys to resolve legal issues; the recovery hub in the jail; recovery housing; security deposits; their work with the Hope Shot; that they had six apartment units; that the Sherrif's Office was successful in utilizing One Community Now; that another organization had already committed to a grant; and funding.

The item was for information only.

Project 10 - MAPS Pasco Mobile SUD Treatment

Mr. Jim Miller, CEO of Operation PAR, used a PowerPoint presentation to review the item and spoke regarding the Pasco Medication Assisted Patient Services Program, the impact of consistent community-based care, that the three high-impact areas their proposal focused on could be funded independently, the new Mobile Medication Assisted Treatment unit, new patient capacity, the expanded psychiatric care with therapy, that last year's investment in on-site psychiatric care was impactful, weekend MAPS services, funding, that they requested their application to be considered in full, that their approach was informed by trends and data, and appreciation for the Committee's time.

Discussion was held regarding the three proposals requested to be funded; the Pasco location; that they would drive out to east Pasco daily; that they had one in Hernando about to launch; the contract with DCF; staffing; the weekend project; that they had difficulty in finding a Nurse Practitioner; telehealth intakes; licensing; vehicles in other Counties; medication dosing; and funding from year 2.

The item was for information only.

Project 11 - Inmate Medical / Drug Treatment Resiliency Program

Madam Chair Baracaldo and Mr. Chalmers abstained from the project discussion due to a conflict of interest.

Chief Stacey Jenkins, Chief Correctional Officer for Pasco County, introduced Ms. Sarah Roos, Inmate Treatment Councilor for Pasco County, and Ms. Kathlen Graves, Inmate Treatment Councilor for Pasco County, and used a PowerPoint Presentation to review the item. They spoke regarding last year's funding and the current request for funding.

Discussion was held regarding the Task Force program; that the counselors had an eight-week program; graduates; counselor staffing; the measurables; their engagement with drug court; housing units; that it was only addressing the male population; that they wanted to expand the services; limitations; the amount of beds; and the purpose of funding.

The item was for information only.

Project 12 - Pasco Thrive - A Joint Collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services

Madam Chair Baracaldo, Mr. Chalmers, and Ms. Chitakone abstained from the project discussion due to a conflict of interest.

Mr. Eric Munroe, Pasco County Fire Rescue Mobile Integrated Health Team, reviewed the item and spoke regarding success with the Committee's investment, the community served, Pasco Thrive, that addiction was rarely an isolated issue, long term support, momentum, funding to retain their MIH team, that they wanted to bring on new human service case managers, overdose rates, and their appreciation to the Committee.

Discussion was held regarding the Pasco Thrive name; previous projects from the team; community based inductions; when they could begin; licensing; that the vehicles and team were ready; that they would split the west side of the County into two parcels due to demand; their nurse practitioner; the social navigator; credit for the overdose reduction; the amount of individuals served; the access to care; that DOH originally funded the core; and that it was nice to see the progress made.

The item was for information only.

Project 13 - Opioid / Substance and Child Abuse Prevention Project

Ms. Jessica Smalley, Outreach and Education Manager for Pasco Kids First, reviewed the item and spoke regarding the launch of their Mobile Outreach and Education Program, the individuals served, their Healthy Families program, their mass media campaign, a trailer, outcome tracking, partnerships, that they were pursuing strategies to ensure post-year 3 services, that they were addressing root causes at all ages, and their excitement to continue their work in year 3.

Discussion was held regarding the amount served in a year; that they also did training in businesses; in-home services; their media outlets; the amount served through direct services in year 3; last year's request; that they had just finished their extension; year 1 and year 2 funding; that education had been key; that they were providing families with tangible items; their partnership with Fire and Rescue; services on the east side of the County; a youth focused workshop an educator had done; the percentage of cases that involved drugs; the metrics tracked; and their referrals.

The item was for information only.

Project 14 – The Bridge to Recovery

Mr. Justin McPadden, Chief Executive Officer of the Hope Shot, and Mr. Nathan Cantie, Director of Peer Support of the Hope Shot, used a PowerPoint presentation to review the item and spoke regarding the funding that was requested; that this was a re-entry program; the gaps in treatment after an individual was discharged; that they strived to focus on under-resourced areas; long term qualities that were needed; the recovery care management system they used; survey results; that they had hit capacity; their partnerships; and the resources they offered.

Discussion was held regarding their plans for the future; that their goal was to create value; that they had diversified funding streams; the Hope Shot's assistance with the ambassador program in drug court; the groups and individuals helped; the collection in the provided letters; an experience with someone they had helped; the space that was available in the Always Center; the survey results; that they wanted to have more social activities; the Hope Shot Office; the coaching sessions; events pre-COVID; the prom event they had; that WestCare had a celebration for their Alumni; the wave wall; appreciation to the applicants; housing and relocation; that they used technology to advance their programs; open cases; resources for new applicants; that the Tampa RCON had asked for funding for that system as well; the responses from the administrative side of the house; HMIS training; that individuals had a sense of urgency; and that they could send a weekly report to the Committee.

The Committee approved to receive and file documents submitted by Mr. McPadden and Mr. Cantie.

The item was for information only.

Project 15 – Vincent House Recovery Through Work

Captain Roach abstained from the project discussion due to a conflict of interest.

Ms. Karis Kaeser, Vincent House, reviewed the item and introduced Ms. Lynn Nagel. They spoke regarding that they were known as a clubhouse; that they were evidence-based; licensing; that they were credited by Clubhouse International; individuals in a traditional substance use treatment continuum; their members; the successes with recovery; the work order day; exercises; and the teamwork involved.

Discussion was held regarding Ms. Nagel's schooling; congratulations on Ms. Nagel's progress; the number of active members with substance use disorders; their referrals; and their partnerships.

The item was for information only.

Project 16 - Prevention and Treatment for Warriors at Risk or with Substance Abuse

Mr. Chris Sowell, Executive Director of Warrior Wellness, used a PowerPoint presentation to review the item and spoke regarding his story, Pasco veterans that were dealing with trauma and substance use, their trauma informed services, that they offered an accelerated resolution therapy, those that were not connected to the VA, the team, the funding, and appreciation to the Committee for their investment.

Ms. Patty Fried, Director of Administration for Warrior Wellness, spoke during the discussion.

Discussion was held regarding the lawsuit mentioned in the subrecipient review; the KPI's; a veteran that had relapsed; that they had done significant outreach with this year's funding; day-to-day activities they offered; that their focus remained on the veteran and active-duty military; staff training; the alternatives they offered; Mr. Sowell's experience; and the partial award option from the Committee.

The item was for information only.

Approval of Minutes

There was none.

Old Business

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The Committee approved to receive and file for a response that was received on July 21, 2025 following the presentations from Ms. Jennifer Webb with Live Tampa Bay.

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Judge Crane spoke regarding transitional housing, looking long term, positive feedback, drug court, monitoring individuals, that he had closed down parts of businesses in Pasco, a holistic approach to individuals, that it was important to have a recovery unit in

jail, the concern of overdosing, educating people, that those timeframes were critical, and the desire to promote that relationship with the jail.

Committees Reports

There was none.

Adjournment

Deputy Chief Letona left the meeting at 10:09 a.m. and returned at 10:15 a.m.

The meeting adjourned at 10:32 a.m.

OPIOID TASK FORCE
REGULAR MEETING
JULY 22, 2025

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: _____
Nevaeh Wilkes, Records Clerk I
Board Records Division

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Chalmers, Robert John	Opioid Task Force
MAILING ADDRESS 4111 Land O Lakes Blvd Suite 302	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Land O Lakes, FL COUNTY: Pasco	NAME OF POLITICAL SUBDIVISION: Pasco County Board of County Commissioners
DATE ON WHICH VOTE OCCURRED 07/22/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Robert J Chalmers, hereby disclose that on July 22, 20 25 :

(a) A measure came or will come before my agency which (check one or more)

✓ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative, _____ ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Pasco County Corrections

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

7/22/25
Date Filed

[signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Baracaldo, Paola A.	Opioid Task Force
MAILING ADDRESS 8620 Galen Wilcox Blvd.	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY Port Richey COUNTY Pasco	NAME OF POLITICAL SUBDIVISION: Pasco County Board of County Commissioners
DATE ON WHICH VOTE OCCURRED 07/21/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
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- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on July 21, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

✓ inured to the special gain or loss of Pasco County (Corrections), which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I work for Pasco County (Project no. 10/ 30074).

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

07/21/25
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Ontalone, Trang	Opioid Task Force
MAILING ADDRESS 7509 State Road 52 Pasco	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY Hudson FL 34667 COUNTY	NAME OF POLITICAL SUBDIVISION: Pasco County Board of County Commissioners
DATE ON WHICH VOTE OCCURRED 07/22/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Trang Chittenden, hereby disclose that on July 22, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

X inured to the special gain or loss of Pasco County Fire Rescue & Human Services, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

_____ Date Filed

_____ Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Chalmers, Robert John	Opioid Task Force
MAILING ADDRESS 4111 Land O Lakes Blvd Suite 302	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY Land O Lakes, FL	COUNTY Pasco
NAME OF POLITICAL SUBDIVISION: Pasco County Board of County Commissioners	
DATE ON WHICH VOTE OCCURRED 07/22/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Robert Chalmers, hereby disclose that on July 22, 20 25:

(a) A measure came or will come before my agency which (check one or more)

✓ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Pasco County Fire Rescue / Human Services

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

7/22/25
Date Filed

Robert Chalmers
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Baracaldo, Paula A.	Opioid Task Force
MAILING ADDRESS 8620 Galen Wilson Blvd.	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Port Richey COUNTY: Pasco	NAME OF POLITICAL SUBDIVISION: Pasco County Board of County Commissioners
DATE ON WHICH VOTE OCCURRED 07/21/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Paula A Baracaldo, hereby disclose that on July 21, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

✓ inured to the special gain or loss of Pasco County (Fire Rescue), which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I work for Pasco County (Project no. 11/30084).

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

07/21/25
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
ROACH TONI	Opioid Task Force
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
8061 CITIZENS PRIVE	☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY	NAME OF POLITICAL SUBDIVISION:
NPR / PASCO	Pasco County Board of County Commissioners
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
07/22/2025	☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, TONI ROACH, hereby disclose that on July 22, 20 25 :

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

↘ inured to the special gain or loss of my relative, THE HOPE SHOT ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

SISTER WORKS OUT OF ALL WAYS CENTER

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

7/22/25
Date Filed

Toni Roach
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
ROACH TONI	Opioid Task Force
MAILING ADDRESS 8961 CITIZENS DR	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY NPR COUNTY PASCO	NAME OF POLITICAL SUBDIVISION: Pasco County Board of County Commissioners
DATE ON WHICH VOTE OCCURRED 07/22/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, TONI ROACH, hereby disclose that on July 22, 20 25 :

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

__X__ inured to the special gain or loss of my business associate, VINCENT HOUSE ;

___ inured to the special gain or loss of my relative, ;

___ inured to the special gain or loss of , by whom I am retained; or

___ inured to the special gain or loss of , which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

BOARD OF DIRECTORS

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

7/22/25
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Treatment, Prevention, and Recovery Fund – Year 1 Allocations (Services)

- **BayCare Behavioral Health, Inc.**
  - Urgent Care Center
  - Personnel/Direct-Services/Equipment
  - $3,086,783.00 (multi-year)

- **Premier Community Healthcare Group, Inc.**
  - Expansion of Support Services
  - Behavioral Health Staff/ Education & Case Management
  - $600,000.00 (multi-year: years 1 and 2)

- **Pasco Kids First**
  - Mobile Outreach
  - Personnel/Outreach/Supplies/Equipment
  - $286,000.00 (single-year)

- **Ace Opportunities**
  - Treatment & Recovery Support Services
  - Transitional Housing
  - $25,000.00 (single-year)

- **WestCare GulfCoast-Florida, Inc.**
  - Direct-services/MAT/Case Management/Outreach & Education
  - $297,803.00 (multi-year)

- **Alliance for Healthy Communities, Inc.**
  - Education/Stigma Reduction/Awareness for Youth
  - $200,000.00 (single-year)

- **The Hope Shot, Inc.**
  - Recovery Housing/Sober Living
  - $138,950.00 (single-year)

- **Florida Recovery Schools of Tampa Bay, Inc.**
  - Victory High School
  - Mental Health & Recovery Services; Rent; Partial Salaries
  - $61,000.00 (single-year)

Treatment, Prevention, and Recovery Fund - Year 1 Allocations

Direct Services
57%



Capital Projects
43%



- Capital Projects (real property):
  - BayCare Behavioral Health, Inc.
    - Urgent Care Center
    - Building Remodel
    - Capital Allocation - $484,753.00
  - Steps to Recovery, Inc.
    - Trouble Creek Recovery Center
    - New Building
    - Capital Allocation - $3,000,000.00

Treatment, Prevention, and Recovery Fund – Year 2 Allocations (Services)

- **Alliance for Healthy Communities, Inc.**
  - The Alliance Expansion Project
  - Education/Stigma Reduction/Awareness for Youth; Salaries
  - $361,767.00 (single-year)

- **BayCare Behavioral Health, Inc.**
  - Pasco County Response Team
  - Cross-System Law Enforcement/ Behavioral Health Collaborative
  - $1,036,410.45 (single-year)

- **Florida Recovery Schools of Tampa Bay, Inc.**
  - Victory High School
  - Mental Health & Recovery Services; Rent; Partial Salaries
  - $181,00.00 (single-year)

- **Operation PAR**
  - MAPS Pasco
  - Expand MAT Services to Include Weekend Hours; Salaries
  - $221,153.00 (single-year)

- **Pasco County BOCC – Public Safety Corrections**
  - Inmate Medical/Drug Treatment Resiliency Program
  - Provide Mental Health & MAT Services to Inmates at the County Detention Center
  - $1,120,000.00 (single-year)

- **Pasco County Fire Rescue**
  - Mobile Integrated Health
  - Expand CORe Program Adding Positions; Salaries
  - $680,000.00 (single-year)

Treatment, Prevention, and Recovery Fund – Year 2 Allocations (Services)

Pasco Kids First, Inc.

- Mobile Opioid/Substance Abuse and Child Abuse Prevention Project
- Mobile Education, Outreach & Therapy Program; Salaries
- $238,350.00 (single-year)

Recovery Epicenter Foundation

- The Sanctuary Respite Center
- Building/Facility to Operate 3-14 Day Withdrawal Monitoring Program
- $350,000.00 (single-year)



The Hope Shot, Inc.

- Continuum Project 2.0
- Expand Recovery Support Services at the All Ways Center; Salaries
- $668,325.00 (single-year)

Warrior Wellness Program, Inc.

- Prevention and Treatment for Veterans at Risk or with Substance Abuse Disorder
- Treatment & Prevention Services for Veterans; Salaries
- $150,000.00 (single-year)

FUNDING OVERVIEW OF YEAR-1

- Over $8.4M available for allocation
- Over $24M total in community requests for funding
- 6 single-year projects
- 3 multi-year (2-3 years)



City/County Fund	Regional Fund	Total Combined Allocation	Contingency
$898,099.19	**$7,553,514.43**	**$8,180,289.00**	**$271,324.62**
Fully allocated to projects	Available for Funding		
	$7,282,189.81		
	Allocated to Projects		

Funding Overview of Year-2



- Over $18.4M total in community requests for funding
- All recommended projects are annual allocations

City/County Fund
$374,196.07
Fully allocated to community projects

Regional Fund
$4,632,809.38
Fully allocated to projects

Total Allocated to Community Projects
$5,007,005.45

County Projects
$750,000.00
BCC-approved County projects

FUNDING OVERVIEW OF YEAR-1

- Over $8.4M available for allocation
- Over $24M total in community requests for funding
- 6 single-year projects
- 3 multi-year (2-3 years)



City/County Fund	Regional Fund	Total Combined Allocation	Contingency
$898,099.19	**$7,553,514.43**	**$8,180,289.00**	**$271,324.62**
Fully allocated to projects	Available for Funding		
	$7,282,189.81		
	Allocated to Projects		

Funding Overview of Year-2



- Over $18.4M total in community requests for funding
- All recommended projects are annual allocations

City/County Fund	Regional Fund	Total Allocated to Community Projects
$374,196.07	**$4,632,809.38**	**$5,007,005.45**
Fully allocated to community projects	Fully allocated to projects	

County Projects
$750,000.00
BCC-approved County projects

Treatment, Prevention, and Recovery Fund – Year 1 Allocations (Services)

- **BayCare Behavioral Health, Inc.**
  - Urgent Care Center
  - Personnel/Direct-Services/Equipment
  - $3,086,783.00 (multi-year)

- **Premier Community Healthcare Group, Inc.**
  - Expansion of Support Services
  - Behavioral Health Staff/ Education & Case Management
  - $600,000.00 (multi-year: years 1 and 2)

- **Pasco Kids First**
  - Mobile Outreach
  - Personnel/Outreach/Supplies/Equipment
  - $286,000.00 (single-year)

- **Ace Opportunities**
  - Treatment & Recovery Support Services
  - Transitional Housing
  - $25,000.00 (single-year)

- **WestCare GulfCoast-Florida, Inc.**
  - Direct-services/MAT/Case Management/Outreach & Education
  - $297,803.00 (multi-year)

- **Alliance for Healthy Communities, Inc.**
  - Education/Stigma Reduction/Awareness for Youth
  - $200,000.00 (single-year)

- **The Hope Shot, Inc.**
  - Recovery Housing/Sober Living
  - $138,950.00 (single-year)

- **Florida Recovery Schools of Tampa Bay, Inc.**
  - Victory High School
  - Mental Health & Recovery Services; Rent; Partial Salaries
  - $61,000.00 (single-year)

Treatment, Prevention, and Recovery Fund - Year 1 Allocations

Direct Services
57%



Capital Projects
43%



- Capital Projects (real property):
  - BayCare Behavioral Health, Inc.
    - Urgent Care Center
    - Building Remodel
    - Capital Allocation - $484,753.00
  - Steps to Recovery, Inc.
    - Trouble Creek Recovery Center
    - New Building
    - Capital Allocation - $3,000,000.00

Treatment, Prevention, and Recovery Fund – Year 2 Allocations (Services)

- Alliance for Healthy Communities, Inc.
  - The Alliance Expansion Project
  - Education/Stigma Reduction/Awareness for Youth; Salaries
  - $361,767.00 (single-year)
- BayCare Behavioral Health, Inc.
  - Pasco County Response Team
  - Cross-System Law Enforcement/ Behavioral Health Collaborative
  - $1,036,410.45 (single-year)
- Florida Recovery Schools of Tampa Bay, Inc.
  - Victory High School
  - Mental Health & Recovery Services; Rent; Partial Salaries
  - $181,00.00 (single-year)
- Operation PAR
  - MAPS Pasco
  - Expand MAT Services to Include Weekend Hours; Salaries
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- Pasco County BOCC – Public Safety Corrections
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Treatment, Prevention, and Recovery Fund – Year 2 Allocations (Services)

Pasco Kids First, Inc.

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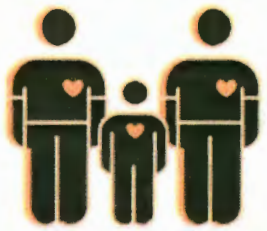
- $238,350.00 (single-year)

Recovery Epicenter Foundation

- The Sanctuary Respite Center
- Building/Facility to Operate 3-14 Day Withdrawal Monitoring Program
- $350,000.00 (single-year)

Direct Services 100%



The Hope Shot, Inc.

- Continuum Project 2.0
- Expand Recovery Support Services at the All Ways Center; Salaries
- $668,325.00 (single-year)

Warrior Wellness Program, Inc.

- Prevention and Treatment for Veterans at Risk or with Substance Abuse Disorder
- Treatment & Prevention Services for Veterans; Salaries
- $150,000.00 (single-year)

Category	Subcategory	Score	Description
Budgetary Information	Well-Defined Budget Proposal	5	Budget is comprehensive, detailed, and aligns with project goals. All expenses are justified.
		4	Budget is clear with only minor details missing; most expenses are well justified.
		3	Budget is included but lacks details on some key expenses or allocations.
		2	Budget is vague or missing significant details; justification is weak.
		1	Budget is incomplete or unrealistic.
	Financial Sustainability	5	Strong sustainability plan with clear long-term funding strategy.
		4	Financial sustainability is well-planned, with minor areas needing improvement.
		3	Some sustainability planning exists, but gaps remain in funding strategy.
		2	Sustainability plan is unclear or does not extend beyond initial funding.
		1	No sustainability plan provided.
Project Plan	Clear and Actionable Objectives	5	Objectives are well-defined, measurable, and achievable within the project scope.
		4	Objectives are clear but may need slight refinement for full measurability.
		3	Objectives are somewhat clear but lack strong measurability or focus.
		2	Objectives are vague or difficult to measure.
		1	No clear objectives presented.
	Completeness of Project Submittal	5	Proposal is thorough, includes all required documents, and meets submission standards.
		4	Submission is complete with only minor missing elements.
		3	Submission is mostly complete but missing key details.
		2	Submission is incomplete or lacks significant required documents.
		1	Proposal is substantially incomplete or unorganized.
	Overall Quality & Level of Professionalism	5	Proposal is highly polished, well-structured, and professionally presented.
		4	Proposal is well-written with minor formatting or clarity issues.
		3	Proposal is clear but lacks professional formatting or polish.
		2	Proposal is difficult to read, with major formatting or clarity issues.
		1	Proposal is unprofessional, disorganized, or poorly presented.
	Key Performance Indicators (KPIs)	5	KPIs are specific, measurable, and aligned with project outcomes.
		4	KPIs are mostly clear but could be more specific.
		3	KPIs are somewhat relevant but lack specificity.
		2	KPIs are vague or weakly tied to project goals.
		1	No KPIs provided.
	Clearly Defined Expected Community Outcomes	5	Outcomes are well-defined, measurable, and clearly aligned with community impact.
		4	Outcomes are mostly clear with minor refinements needed.
		3	Outcomes are present but not fully measurable or clearly defined.
		2	Outcomes are vague or not clearly linked to community impact.
		1	No defined outcomes provided.
	Qualified & Experienced Personnel	5	Team has extensive relevant experience, with strong qualifications.
		4	Team has solid experience, but some members may lack extensive qualifications.
		3	Team has relevant experience, but with gaps in expertise.
		2	Team has minimal experience or lacks necessary qualifications.
		1	No relevant experience demonstrated.
	Detailed Personnel Duties & Responsibilities	5	Roles and responsibilities are well-defined and clearly assigned.
		4	Roles are mostly clear, with minor areas needing clarification.
		3	Some roles are defined, but responsibilities are not well-distributed.
		2	Roles are vague or not clearly assigned.
		1	No roles or responsibilities are defined.
Timeline	Realistic Project Implementation Timeline	5	Timeline is detailed, feasible, and aligns with project deliverables.
		4	Timeline is mostly feasible with minor areas needing clarification.
		3	Timeline is present but lacks detail or clear milestones.
		2	Timeline is unrealistic or missing key deadlines.
		1	No timeline provided or unrealistic schedule.
Presentation	Ability to Answer Questions	5	Presenter confidently answers all questions with detailed and relevant responses.
		4	Presenter answers most questions well but lacks depth on a few points.
		3	Presenter answers some questions adequately but struggles with details.
		2	Presenter struggles to answer key questions or lacks confidence.
		1	Presenter is unprepared or unable to answer questions effectively.

Project No.	Neighborly Case File	Project Name	Organization	Eligible Yes/No	Evidence-Based per Application	Located in Pasco County	Serving Pasco County Residents	Suspended/Debarred (State & Federal) Yes/No	Sunbiz (1 Year in FL By Application Opening)	Attended Kick Off Meeting(s)	Legal/Financial Issues	Audit Findings	Project/Program Alignment	Funding Amount Requested	Partial Award Amount Considered	Matching Funding Available	Amount of Match (If Applicable)	Single-Year, or Multi-Year Request?
1	30082	Ace Opportunities Rise Up 2025	Ace Opportunities, Inc	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 53,000.00	$ 46,000.00	Y	$53,000	Single Year
2	30072	Alliance 3.0: Advancing the Mission	Alliance 3.0: Advancing the Mission	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 369,150.00	$ 358,075.50	N	NA	Single Year
3	30075	Advancing Opiate Treatment and Recovery - East Pasco Urgent Care Center	BayCare Behavioral Health, Inc.	Y	Y	Y	Y	N	Y	Y	N	Y	Y	$ 697,896.00	Not Considered - No Amount Documented	N	NA	Single Year
4	30080	Pasco County Opioid Prevention Initiative	Boys & Girls Clubs of Greater Tampa Bay	Y	Y	N	Y	N	Y	Y	N	N	Y	$ 294,737.00	$ 147,368.50	N	NA	Single Year
5	30088	Victory High School	Florida Recovery Schools of Tampa Bay, Inc.	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 181,000.00	$ 100,000.00	N	NA	Single Year
6	30079	Unify Pasco Recovery Hub	Help-Us Help-U, Inc.	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 925,000.00	$ 250,000.00	Y	$ 390,000.00	Single Year
7	30092	Partnerships for Pasco	Live Tampa Bay	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 934,429.87	$ 715,000.00	Y	$ 456,095.33	Single Year
8	30087	Pasco Recovery and Stabilization Network (Serving Veterans & Community Members Impacted by Opioids)	One Community Now	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 459,400.00	$ 350,000.00	Y	$ 191,450.00	Single Year
9	30077	MAPS Pasco Mobile SUD Treatment	Operation PAR	Y	Y	Y	Y	N	Y	Y	N	Y	Y	$1,106,245.36	$ 771,756.50	N	NA	Single Year
10	30074	Inmate Medical / Drug Treatment Resiliency Program	Pasco County Corrections	Y	Y	Y	Y	N	NA	Y	N	Y	Y	$1,120,000.00	Considered - No Amount	N	NA	Single Year
11	30084	Pasco Thrive - A joint collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services	Pasco County Fire Rescue / Human Services	Y	Y	Y	Y	N	NA	Y	N	N	Y	$1,102,000.32	Considered - No Amount Documented	N	NA	Single Year
12	30085	Opioid/Substance and Child Abuse Prevention Project	Pasco Kids First	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 240,987.99	$ 225,000.00	Y	$ 13,596.03	Single Year
13	30083	Premier's Integration Initiative: Access to Care for Pasco Residents with OUD & Any Co-Occurring SUD/MH Conditions	Premier Community HealthCare Group, Inc.	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 356,335.50	Considered - No Amount Documented	Y	$ 155,025.10	Single Year
14	30067	Stage CARES	Stage Analytics Inc.	N	Y	N	Incomplete	N	N	Y	N	N	Y	$ 135,000.00	Not Considered - No Amount	N	NA	Single Year
15	30078	The Bridge To Recovery	The Hope Shot	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 961,867.00	$ 877,853.01	Y	$5,000	Single Year
16	30089	Vincent House Recovery Through Work	Van Gogh's Palette Inc dba Vincent House	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 150,000.00	$ 60,000.00	N	NA	Single Year
17	30076	Prevention and Treatment for Warriors at Risk or with Substance	Warrior Wellness Program	Y	Y	Y	Y	N	Y	Y	N	N	Y	$ 232,600.00	Considered - No Amount	N	NA	Single Year

Total Funding Requested	**$ 9,319,649.04**
Total Partial Award Amount Considered (Documented)*	**$ 3,901,053.51**

Color Key

- County Projects
- Eligible Projects for OTF Review
- Non-eligible Projects for OTF Review
- * Amount subject to change

Opioid Treatment, Prevention, and Recovery Fund
Year 1 Projects - June/July 2025 Expenditure Report

Agency	Amount Funded	Amount Requested (YTD)	Amount Disbursed (YTD)	Amount Remaining	Rate (Actual)	Rate (Expected)	Term	Extension	Completed
Ace Opportunities	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ -	100%	100.00%	1 year		Yes
Alliance for Healthy Communities	$ 200,000.00	$ 178,499.85	$ 130,052.67	$ 21,500.15	89%	100.00%	1 year	90 days	Yes
BayCare Behavioral Health (Services)	$ 3,086,783.00	$ 331,205.91	$ 189,724.18	$ 2,755,577.09	11%	46.15%	3 years		
BayCare Behavioral Health (Capital)	$ 484,753.00	$ 451,277.03	$ 197,876.18	$ 33,475.97	93%	42.86%	3 years		
FL Recovery Schools	$ 61,000.00	$ 59,916.43	$ 59,916.43	$ 1,083.57	98%	100.00%	1 year		Yes
Pasco Kids First	$ 286,000.00	$ 181,840.80	$ 146,414.46	$ 104,159.20	64%	100.00%	1 year	90 days	Yes
Premier Community Healthcare	$ 600,000.00	$ 469,479.16	$ 446,111.44	$ 130,520.84	78%	69.23%	2 years		
Steps to Recovery (Capital)	$ 3,000,000.00	$ 648,104.23	$ 297,395.08	$ 2,351,895.77	22%	43.90%	3 years		
The Hope Shot	$ 138,950.00	$ 138,950.00	$ 138,950.00	$ -	100%	100.00%	1 year	90 days	Yes
WestCare GulfCoast FL	$ 297,803.00	$ 131,892.76	$ 111,819.38	$ 165,910.24	44%	47.37%	3 years		
Totals	**$ 8,180,289.00**	**$ 2,616,166.17**	**$ 1,743,259.82**	**$ 5,564,122.83**					

Actual Expenditure Rate Meets or Exceeds Expected Rate
Actual Expenditure Rate More Than 5% Below Expected Rate
Actual Expenditure Rate More Than 10% Below Expected Rate
Actual Expenditure Rate More Than 15% Below Expected Rate

Opioid Treatment, Prevention, and Recovery Fund
Year 2 Projects - June/July 2025 Expenditure Report

Agency	Amount Funded	Amount Requested (YTD)	Amount Disbursed (YTD)	Amount Remaining	Rate (Actual)	Rate (Expected)	Term	Extension	Completed
Ace Opportunities	$ 25,000.00	$ 14,216.20	$ 14,216.20	$ 10,783.80	57%	60.00%	1 year		
Alliance for Healthy Communities	$ 361,767.00	$ 82,927.47	$ 57,807.71	$ 278,839.53	23%	50.00%	1 year	90 day	
BayCare Behavioral Health	$ 375,000.00	$ 35,978.28	$ -	$ 339,021.72	10%	50.00%	1 year		
FL Recovery Schools	$ 181,000.00	$ 107,955.81	$ 88,380.81	$ 73,044.19	60%	60.00%	1 year		
Operation Par	$ 221,153.00	$ 3,338.29	$ -	$ 217,814.71	2%	56.25%	1 year		
Pasco Kids First	$ 238,350.00	$ 10,498.78	$ -	$ 227,851.22	4%	50.00%	1 year		
PC BOCC - Corrections - Inmate MAT Program	$ 1,120,000.00	$ 671,146.79	$ 646,916.84	$ 448,853.21	60%	64.29%	1 year		
PC BOCC - Fire Rescue - Mobile Integrated Health	$ 680,000.00	$ 159,210.32	$ 130,325.00	$ 520,789.68	23%	64.29%	1 year		
PC BOCC - Public Safety - Mental Health of First Responders	$ 500,000.00	$ 282,634.14	$ 282,634.14	$ 217,365.86	57%	64.29%	1 year		
PC BOCC - Public Safety Joint Sheriff's Office Mental, Physical, and Emotional Wellness Center	$ 850,000.00	$ -	$ -	$ 850,000.00	0%	64.29%	1 year		
Premier Community HealthCare Group, Inc.	$ 300,000.00	$ 8,652.00	$ 8,652.00	$ 291,348.00	3%	50.00%	1 year		
Recovery Epicenter Foundation	$ 350,000.00	$ 58,604.17	$ 26,766.79	$ 291,395.83	17%	56.25%	1 year		
Sixth Judicial Circuit Court - Positions for FY2025	$ 194,421.00	$ 85,261.47	$ -	$ 109,159.53	44%	60.00%	1 year		
The Hope Shot	$ 668,325.00	$ 373,348.02	$ 286,083.16	$ 294,976.98	56%	64.29%	1 year		
Warrior Wellness Program, Inc.	$ 150,000.00	$ 68,675.10	$ 32,657.68	$ 81,324.90	46%	64.29%	1 year		
Totals	**$ 6,215,016.00**	**$ 1,962,446.84**	**$ 1,574,440.33**	**$ 4,252,569.16**					

Actual Expenditure Rate Meets or Exceeds Expected Rate
Actual Expenditure Rate More Than 5% Below Expected Rate
Actual Expenditure Rate More Than 10% Below Expected Rate

Outlook

Receive & File

Response to answer

From Jennifer Webb <jw@livetampabay.org>
Date Mon 7/21/2025 12:48 PM
To Paula A. Baracaldo <pbaracaldo@pascocountyfl.net>

Dear Paula,

Judge Crane asked what the role of LTB was in all of this. Here are our outcomes broken down by partners. I was going to share it directly with him but then thought that this might get LTB in trouble so I am sending this to the committee through you.

Peer Based Outreach/Respite Housing and B2R
3,600 Narcan distributed (LTB/REF/MF)
1,920 Recovery kits distributed (LTB/REF/MF)
1,500 Individuals engaged w peers (LTB/REF/MF)
750 Individuals connected to care (LTB/REF/MF)
400 Individuals served by Outfield (REF)
350 Individuals matriculate to treatment or recovery housing (REF)
275 Uberhealth Rides (LTB)
41 LEO/F-R TA/MI and other Trainings (LTB)

Peer Workforce/BRIDGE Expansion
450 Biweekly attendees of peer trainings (LTB)
18 Peers recruited to trainings (LTB/REF/community partners)
15 Peers complete classes/500-hours (LTB/REF)
15 Attendees to each biweekly training (LTB)
14 Peers employed within 12-months (LTB)
12 Retained from previous year's cohort (LTB)
3-5 Areas of CoC of peer employment (LTB)
12 Bi-monthly Director's Meeting (LTB)
2 Bi-annual Hospital Exec's Meeting (LTB)

Community-based Public Health Campaign
150 Stories Recorded by Recovery-based Interviews (LTB)
120 Business, Faith, and Community Organizations Engaged (LTB)
120 Community Leaders Engaged (LTB)
100 One-boxes distributed to organizations with trainings (LTB)
50 Families served by Marching Forward (MF)

Please let me know if you cannot send this along to the committee members.

Thank you!

Jennifer

Jennifer Webb
CEO, Live Tampa Bay

727.320.6275 | jw@livetampabay.org



Timothy M Towasnicki
7306 Walnut St.
New Port Richey, FL 34652

To whom this may concern,

I am writing this letter to express both my appreciation and gratitude for The Hope Shot organization. I moved to Florida over a year ago to try and change my life for the better and break old habits. What I didn't realize is I take myself wherever I go, so more deep rooted, fundamental changes had to be made. I decided to try an inpatient program within the community. It was there I learned about The Hope Shot and how they help individuals struggling with addiction and mental health find a better way of life to be productive members of their communities. I eagerly saved their information as this was an organization I felt was doing the right thing by people.

After leaving treatment, it wasn't long before I unfortunately had a relapse which was an extremely scary situation. I immediately called Nathan at The Hope Shot and he made time for me right away to start working on a game plan. It was soon after that I was in a sober living and connected with the resources needed to succeed and flourish. I found a sponsor and started working a twelve step program which I actively participate in today and have the privilege of sponsoring other men.

There came a time where additional 30 day treatment was encouraged and The Hope Shot secured for me a 30 day scholarship to Turning Point, one of the finest facilities in Florida. This allowed me to recenter and double down on my tools and skills to navigate life productively. When I came out of Turning Point, I moved into a sober living run by The Hopeshot which has been nothing short of life changing. I check in with The Hope Shot on a weekly basis where they follow up with me, hold me accountable to my goals, take my social capital scores, and provide both one on one and group mentorship. These valuable services have given me, and others like me, a second chance at life and the opportunity to contribute to our community in a productive manner.

I cannot thank The Hope Shot enough for all they have helped me with, especially in the areas I didn't even realize I needed help in. The Always Center is a welcoming and safe environment where real life miracles happen one person at a time. I am one of those miracles and I hope future miracles will continue to happen.

Sincerely

Timothy M Towasnicki

My experience with The Hopeshot, our local outreach & resource center, has truly been life-changing. After completing rehab, I knew I couldn't return to the destructive lifestyle I had been living. I also had no idea what came next. I didn't have a safe home to go back to, and I felt overwhelmed and unsure of how to start over. That's when I was connected with The Hopeshot and introduced to my soon to be recovery coach. Before I even left treatment, she stepped in and secured me a spot in a local sober living home. The Hope Shot sponsored my stay until I could find work and start supporting myself, (A challenge made harder because of my record) but one I was finally able to overcome with the right guidance.

From there, The Hopeshot continued to support me every step of the way. My coach met with me weekly for one-on-one/check-ins, always asking how she could help me move forward in my recovery. I also became a regular part of the women's group, an informal but powerful space where we could share our struggles, exchange resources. Just support each other. The Hopeshot gave me more than just resources. It gave me direction, community, and the tools to build a better life. Today, I'm living with hope, purpose, and deep gratitude for the people who helped me believe I had a future beyond barely surviving.

-Bec K-One of many HopeShots

My name is Tommy Weatherley and I am in recovery. I was addicted to IV opiates for 10+ years and spent a lot of time homeless on the streets of Kensington in North Philadelphia. I struggled to get sober for a long time through countless treatment centers and sober livings.

The Hope Shot helped me tremendously through my recovery. I left a treatment impulsively and I called Nathan expecting to endure a lecture but was met with nothing but love and compassion. He bought me a phone so I could connect with other people in recovery and The Hope Shot funded me for sober living. They also helped find employment. I struggled to get sober for a long time and I don't know where I would be without their help. I have been sober since December 2023. I have become a productive member of society and a father to my son, which I did not think was possible. This organization's service to this community cannot be overstated and I admire the work that they are doing saving the lives of myself and many others.

- Tommy Weatherley

In July of 2024, I was coming to the end of my stay in a residential treatment facility. At this point in time, my options and resources were extremely limited. I was left with only one option, which was to return to a place where I would be surrounded by others in active addiction...or so I thought. With 72 hours left and my discharge date starring me down the hopeless barrel of what felt like a shotgun, my therapist was told of a potential resource that could be of assistance, The Hope Shot. The following morning I found myself in his office, on the phone with Rachel Keegan. With what I can only imagine included a lot urgent scrambling, I came to find out there was hope. Upon discharge I was taken to a sober living house and received approval for a grant that would give me a chance. This was the first of many miracles to come. Fast forward a year later and my life is forever changed. I had nothing when I walked out of the doors of that residential treatment facility...that was my mindset back then. I had no idea what I truly had. Through The Hope Shot I was able to receive the support, coaching, resources and community I needed to build a foundation in myself and in my recovery. From basic material necessities, like clothing or photo identification, to job placement assistance, to place to come and receive guidance, encouragement and the support of predecessors, who knew when I needed to have difficult conversations to grow, The Hope Shot provided me all of these things and more. My life today has forever been changed, from someone who didn't have a chance or a hope at being a participant in this thing we call life, to a thriving member of my community, my family and an eternally grateful participant in this beautiful journey in life.

Carie Crowley
Sobriety Date: January 6, 2024

In 2023 I was in an impatient program called community recovery center I met the Hope Shot team because they would come once a week and deliver their message and honestly, they gave me so much. Hope that I was able to continue my journey and my recovery and they have helped me with 1 million different resources. They help place me and Housing and fund me. It has been a life-changing experience, and I have forever will be grateful. Thank you so much for everything that you guys do

Denise R

Hi, my name is Jimmie. I was a drug addict for 31 years, and with the help of others, I'm now a recovering addict. I get why they named it the Hope Shot because they gave me a shot when the world just saw me as a drug addict. They gave me hope when I felt like there was none. They gave me a chance when the world had already counted me out.

I can't thank them enough for giving me that chance, that's all I needed: for someone to believe in me. That made me believe in myself. They helped me get a place to live and a job, and they never gave up on me.

I now have 441 days sober, a good job, and my life back. I can never repay them for what they did and they would never ask me to. I want to thank Justin, Nathan, and everyone at Hope Shot. I love you guys. Thanks for giving me hope.

My name is Jimmie, recovering addict.

To whom it may concern,

I am writing to express my deepest gratitude for the incredible support and compassion The Hopeshot has shown in helping me in my journey to recovery from alcoholism.

Your dedication, patience, and professionalism have made an immeasurable difference in my life. What once felt like a hopeless situation has become a story of transformation, resilience, and healing, all thanks to the vital work you do.

From helping me find counseling and medical care to emotional support and community reintegration, your team has provided a level of care that goes beyond expectations. It is clear that your mission is not just about treatment, but about restoring dignity and hope to those who need it most.

Please extend my heartfelt appreciation to everyone involved at The Hopeshot. The work you do is truly life-saving, and my family an I will forever be grateful.

With sincere thanks,

Chris Varela

ONE COMMUNITY NOW

Working Together, Changing Lives.



Resource Center
New Port Richey, FL



Veterans Support Center
New Port Richey, FL



Future Resource Center/
Veterans Support Center
Zephyrhills, FL

RECOVERY & STABILITY THROUGH CONNECTION

BayCare

The Hope Shot — I AM • YOU ARE • WE ARE

St. Vincent de Paul CARES

METRO MINISTRIES

City of New Port Richey Police FL

Zephyrhills Police — Service • Respect • Dignity — 1914

We Fight As One — Pasco Sheriff

RUTH HOUSE — RH — BOAZ HOUSE

ACE OPPORTUNITIES

Grace Recovery House — Giving recovery a chance every day, Inc.

Boley CENTERS — BUILDING BETTER TOMORROWS TODAY

REAL RECOVERY SOLUTIONS

STEPS TO RECOVERY, INC. — *Serving those who served.*

Local Churches, Landlords, Employers, and Attorneys

FILLING THE GAPS

OCN is committed to identifying and filling the gaps in services to ensure no one falls through the cracks.



Melissa’s Story

Client was referred to community partners for specialized services, while we provided support to fill critical gaps during her transition.

Resume & Job Development

OCN helped her create a resume and eventually hired her at OCN

Substance Abuse Recovery

Connected to NA and AA Recovery

Dental

Connected her to Smile Faith for dental assistance



Legal Process & License Recovery

Connected her to a criminal defense attorney and eventually got her license back

Shelter & Rental Assistance

She was living in a faith based halfway house, and OCN helped pay for her to stay there

Coaching

Helped her take classes for soft and hard skills for jobs, as well as financial coaching

ONE COMMUNITY NOW

Working Together, Changing Lives.



Resource Center
New Port Richey, FL



Veterans Support Center
New Port Richey, FL



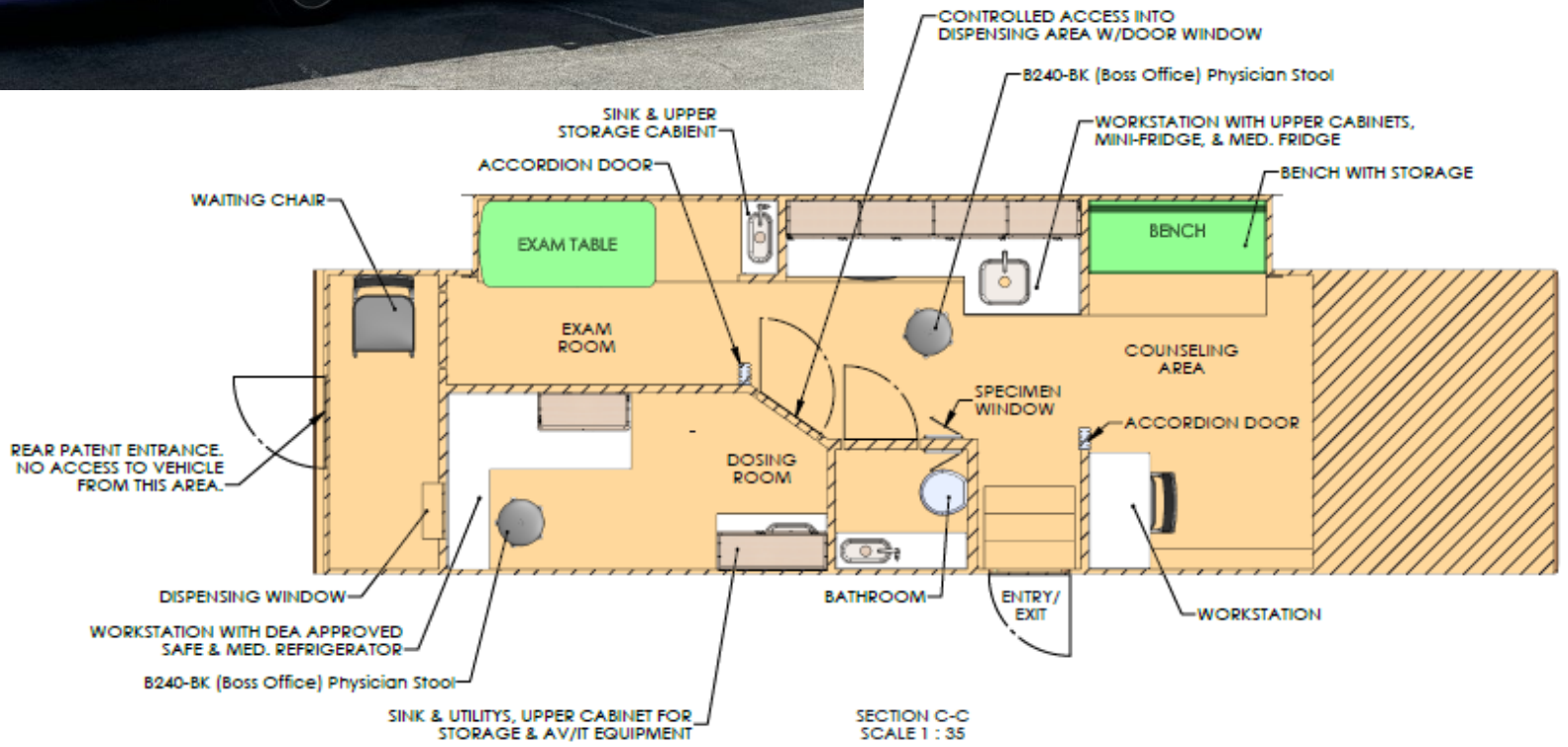
Future Resource Center/
Veterans Support Center
Zephyrhills, FL

Operation PAR Inc.
Behavioral Health & Wellness
"Create the Life You Want"



- Hernando County
- Manatee, Sarasota, and Charlotte County Jails
- Pasco County?





Pasco County Corrections Department

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PCCD Project Presentation:

Opioid Treatment, Prevention, and Recovery Fund

- Inmate Medical / Drug Treatment Resiliency Program
- Addressing the Needs of Criminal-Justice Involved Persons

July 2025

Chief S. Jenkins

AGENDA

- **Inmate Medical / Drug Treatment Resiliency Program**
  - *Medication Assisted Treatment*
  - *Medication Assisted Treatment Staff and Services*
- **Addressing the Needs of Criminal-Justice Involved Persons**
  - *Star Unit*
  - *Star Unit Staffing (4 Correctional Officers and 2 Inmate Treatment Counselors)*
- **Successes**
- **Request for Funding and Future Initiatives**

INMATE MEDICAL / DRUG TREATMENT RESILIENCY PROGRAM

- **Medication Assisted Treatment** (MAT) utilizes FDA-approved medications to manage withdrawal symptoms, reduce cravings, and block the euphoric effects of substances.
- Grant funds under the Inmate Medical / Drug Treatment Resiliency Program are utilized to cover the following costs associated with providing MAT:
  - Methadone Administration
  - Suboxone Administration
  - Offsite Care for Opioid Use Disorder
  - Staff time dedicated to the treatment of Opioid Use disorder (RN Detox, Nure Practitioner Detox/Patient Treatment, Physician Detox/Patient Treatment)

TREATMENT	TOTAL
10/01/2024-03/31/2025	Inmates Served
Methadone	48
Suboxone	408
Offsite Care	64

* Since inception of this grant to date, **$500,000.00** has been submitted for reimbursement of the allocated $500,000.00. **$499,932.75** has been reimbursed.

STAR Unit

(Substance Treatment and Recovery)

- **Specialized housing unit** within the detention facility providing services to individuals with opioid-related substance use disorder.
- Target population is male inmates with **opioid use disorder**, or co-occurring disorders.
- Acceptance into the unit is application-based, as individuals must demonstrate a **motivation to change** and display non-violent behavior.
- Individuals engaged in the STAR unit are **separated from general population**, allowing individuals to disconnect from substance-using peers and develop healthy new peer relationships with others in recovery.

ADDRESSING THE NEEDS OF CRIMINAL - JUSTICE INVOLVED PERSONS

- STAR Unit operates according to the "**Therapeutic Community**" model.
  - A Therapeutic Community, aka "TC," is a structured, residential program where individuals with similar challenges (i.e.: substance abuse, mental health) live together and actively participate in their own recovery by supporting each other through shared responsibility, group therapy and a focus on positive change.
  - Key concepts of a TC model include a rigid schedule of programs, community, peer support and professional growth, with a focus on accountability and honesty.

- Local treatment facilities and jails utilizing TC (or similar) model include:
  - Turning Point of Tampa Bay (Tampa)
  - DACCO (Tampa)
  - Riverside Recovery (Tampa)
  - ACTS Keystone Residential Treatment (Tarpon Springs)
  - Baycare Community Recovery Center (New Port Richey)
  - WestCare Gulfcoast-Florida (St. Petersburg)
  - BoardPrep Recovery (Tampa)
  - Century Correctional Institution (Century)
  - Lowell Correctional Institute (Ocala)
  - Polk Correctional Institution (Polk City)
  - Sarasota Correctional Facility: Community Offender Rehabilitative Treatment, aka "CORT" (Sarasota) *funded by Opioid Settlement
  - Collier County Jail: Project Recovery Program, aka "PRP"

ADDRESSING THE NEEDS OF CRIMINAL - JUSTICE INVOLVED PERSONS

- Operational expenses of **Correctional Officers** assigned to the unit
  - ➢ All selected officers have attended the following training, in partnership with Baycare:
    - *Implicit Bias*
    - *Recovery Oriented System of Care*
    - *Co-occurring Disorders*
    - *Compassion Fatigue*
    - *Substance Use Trends/Treatment and Trauma*
    - *Therapeutic Community*
    - *Roles of Correctional Officers in a TC*
    - *Mental Health First Aid for First Responders*
- Operational expenses of two **Inmate Treatment Counselors**
  - ➢ Counselors are assigned to the unit and provide one-on-one services and group sessions to inmates.

* To date, during Fiscal Year 2025, **$146,984.09** has been utilized for salary compensation of the allocated **$620,000.00.**

ADDRESSING THE NEEDS OF CRIMINAL - JUSTICE INVOLVED PERSONS

Orientation: *(Approximately 2 weeks)*

- All inmates complete a 2-week orientation process:
  - ➢ Adaptation to the TC model
  - ➢ Job assignment within the unit
  - ➢ Completion of orientation workbook
  - ➢ Assessment with counselors

Phases 1: The "Learning" Phase *(Approximately 2 months)*

- Phase 1 inmates attend classes instructed by facility instructors to address criminogenic needs, to include anger management, coping skills, emotional regulation and substance use education.

Phase 2: The "Practicing" Phase *(Approximately 2 months)*

- Phase 2 inmates attend cognitive behavioral therapy (CBT) group sessions led by the counselors to address negative thinking patterns, relapse prevention, behavior activation and core beliefs. Inmates are expected to practice skills learned in Phase 1.

Phase 3: The "Demonstrating" Phase *(Approximately 2 months)*

- Phase 3 inmates attend Wellness Recovery Action Planning (WRAP) training and continued CBT. Inmates are expected to demonstrate learned skills and mentor new arrivals to the unit.

ADDRESSING THE NEEDS OF CRIMINAL - JUSTICE INVOLVED PERSONS

All members participate in:

- Morning meetings (held 2x weekly) to welcome new members, acknowledge member accomplishments, review unit rules and philosophy.
- Process groups (held 2x weekly) to address triggers, practice conflict resolution and process life events.
- Monthly sessions with counselors, to include development and maintenance of an individualized treatment plan.
- If determined necessary, inmates may also be provided bi-weekly individual therapy sessions and trauma counseling, to include Accelerated Resolution Therapy (ART).
- Assessments, to include:
  - Biopsychosocial Assessment
  - AUDIT Assessment (Alcohol Use Disorder Identification Test)
  - ASSIST (Alcohol, Smoking, & Substance Involvement Screening Tool
  - Beck's Depression Inventory
  - Brief Trauma Questionnaire
  - Beck's Anxiety Inventory
  - ACE (Adverse Childhood Experience)
  - Personality Test
- Individualized case plan and reentry planning, for those with a scheduled release date.
- Linkage to community providers for post release services.

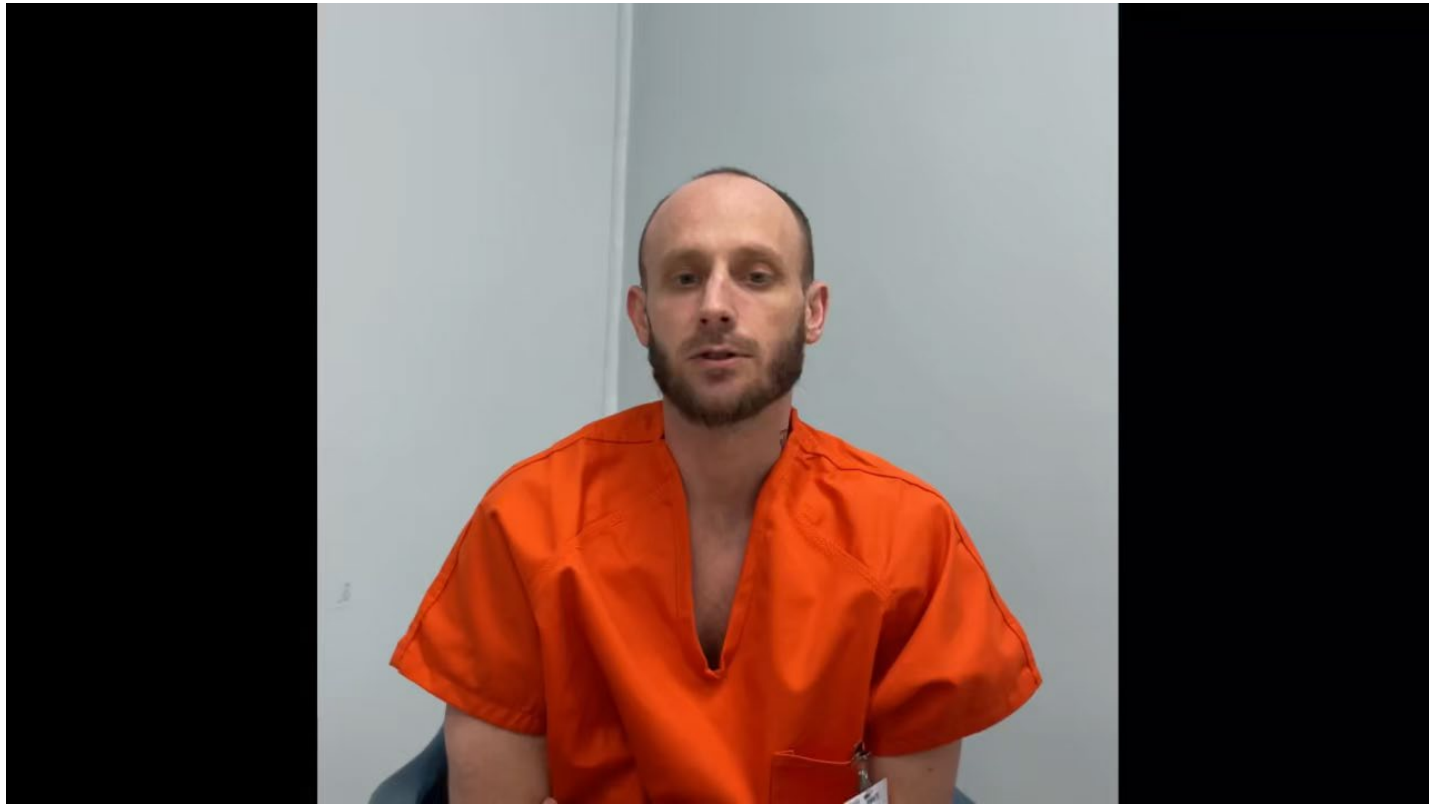
SUCCESSES

Since unit inception on April 1, 2025:



- ✓ **Received Services: 98 inmates**
- ✓ **Phase 1 Graduates: 14 inmates**
- ✓ Over **200 hours of therapeutic services** provided by the counselors
- ✓ Over **20 hours of instructional services** provided by the facility instructors
- ✓ Program attendance: **2,150 sessions and participants**
- ✓ **Inmates released to a residential treatment program : 3 inmates**
- ✓ **Scheduled to be released to a residential treatment program: 3 inmates**
- ✓ **Engaged in Baycare's ATIP (Alternatives to Incarceration Pasco) program: 7 inmates**
- ✓ **Pending screening for Baycare's ATIP program: 3 inmates**
- ✓ **Increased partnerships** with **Baycare** and **Alcoholics Anonymous** for additional programming
- ✓ **Intel** provided to staff, increasing facility **security and safety**

What the inmates are saying about the STAR Unit:



REQUEST FOR FUNDING AND FUTURE INITIATIVES

Inmate Medical / Drug Treatment Resiliency Program

- Requesting $500,000.00 for continued MAT treatment and associated medical services

Addressing the Needs of Criminal-Justice Involved Persons

- Requesting $620,000.00 for continued salary compensation for STAR Unit staff members

FUTURE INITIATIVES

- Increase availability of MAT services within the correctional facility
- Increase the number of incarcerated individuals serviced via the STAR Unit
- Increase evidence-based programs provided to individuals with substance use disorder, to include psychoeducation on overdose risk and warning signs
- Increase number of individuals being released to treatment programs
- Reduce overdose risk post-release


The
Hope
Shot
I AM • YOU ARE • WE ARE

WHAT IS THE BRIDGE TO RECOVERY?

OUR PROGRAMS

BRIDGE TO RECOVERY

ALL WAYS CENTER

COMMUNITY CONNECTION

PATHWAYS RECOVERY HOME

FILLING IN THE GAPS



1. Transition from treatment to recovery
2. Financial Hardships
3. Lack of safe & secure housing
4. Attraction not promotion
5. Stigma
6. Opportunities
7. Second chance employment

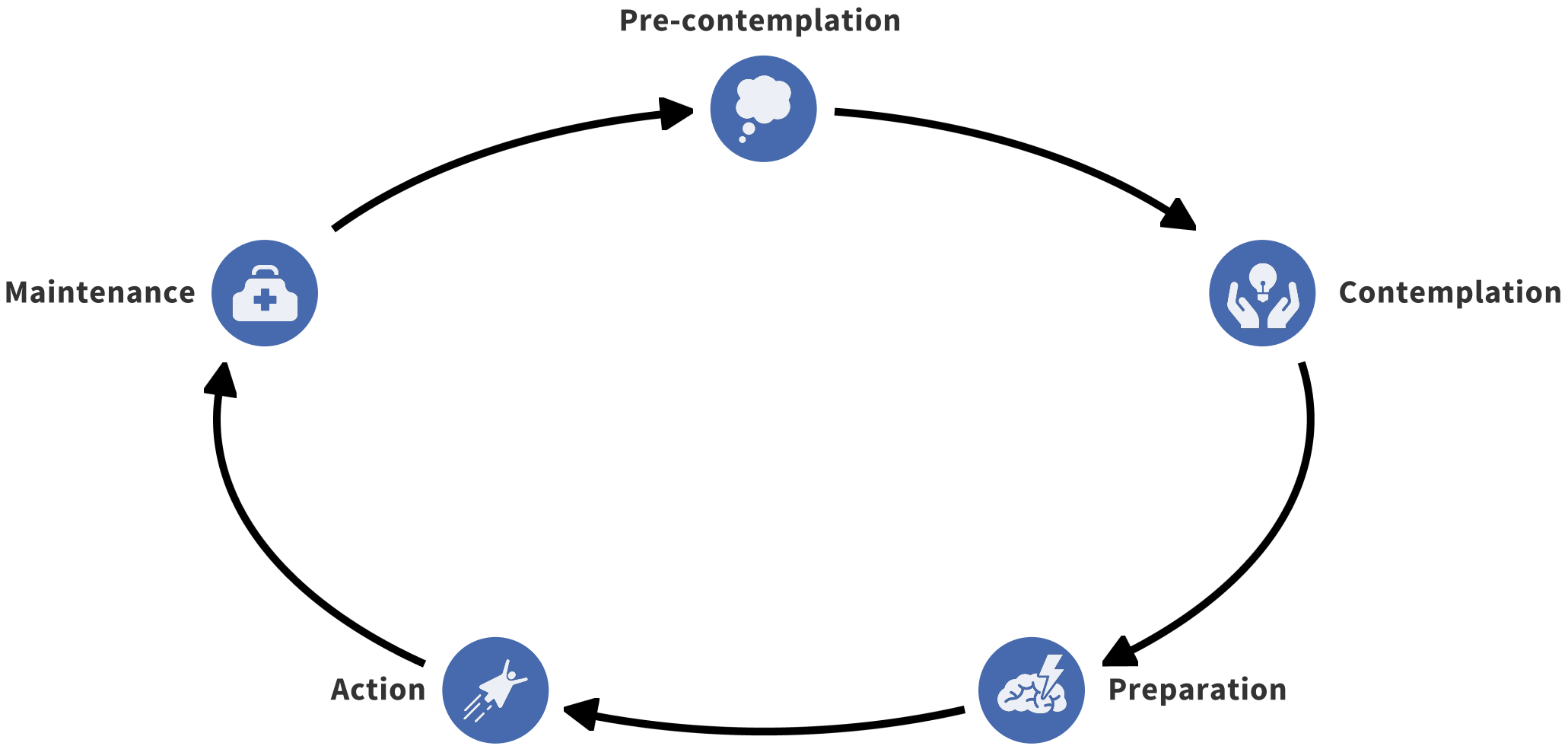


HUMAN CAPITAL GAINS

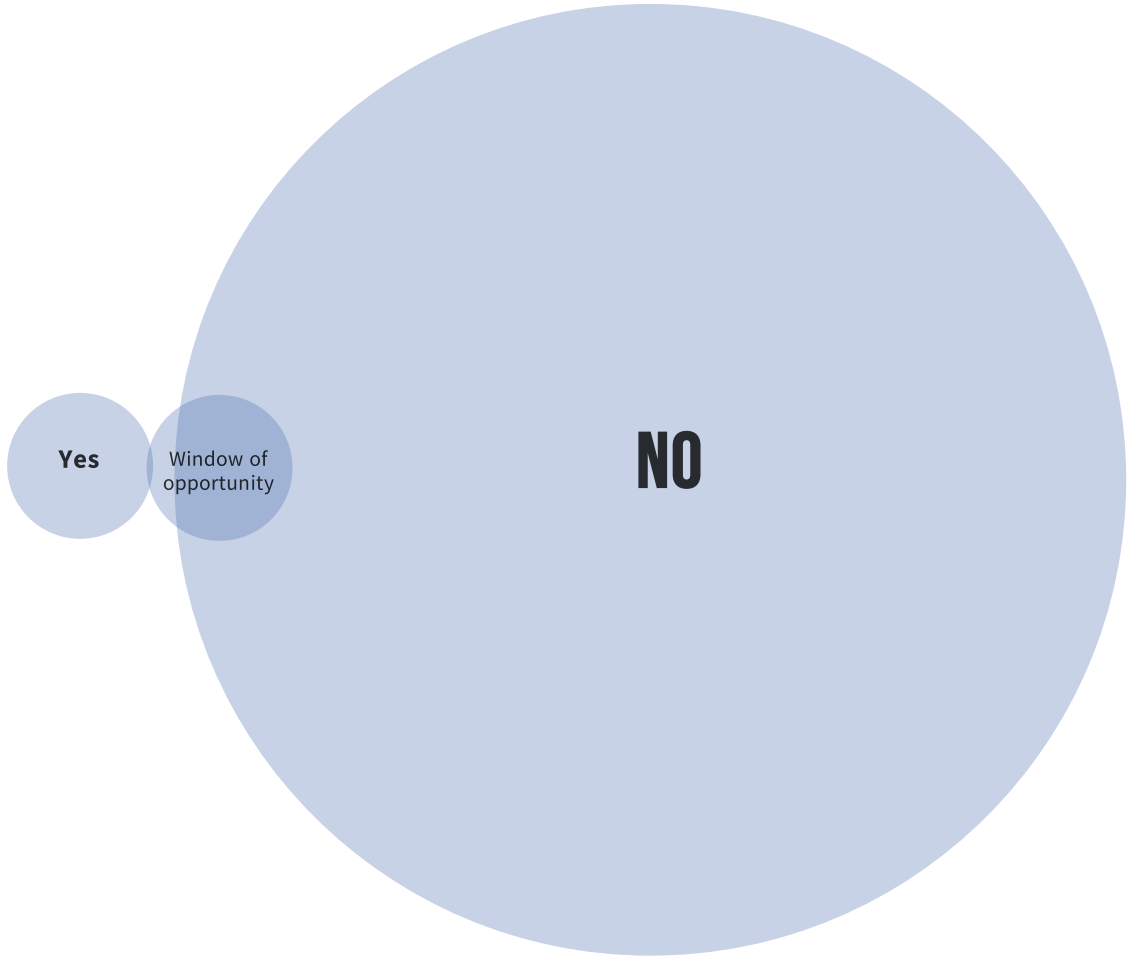


STAGES OF CHANGE

Recovery is a non-linear process involving

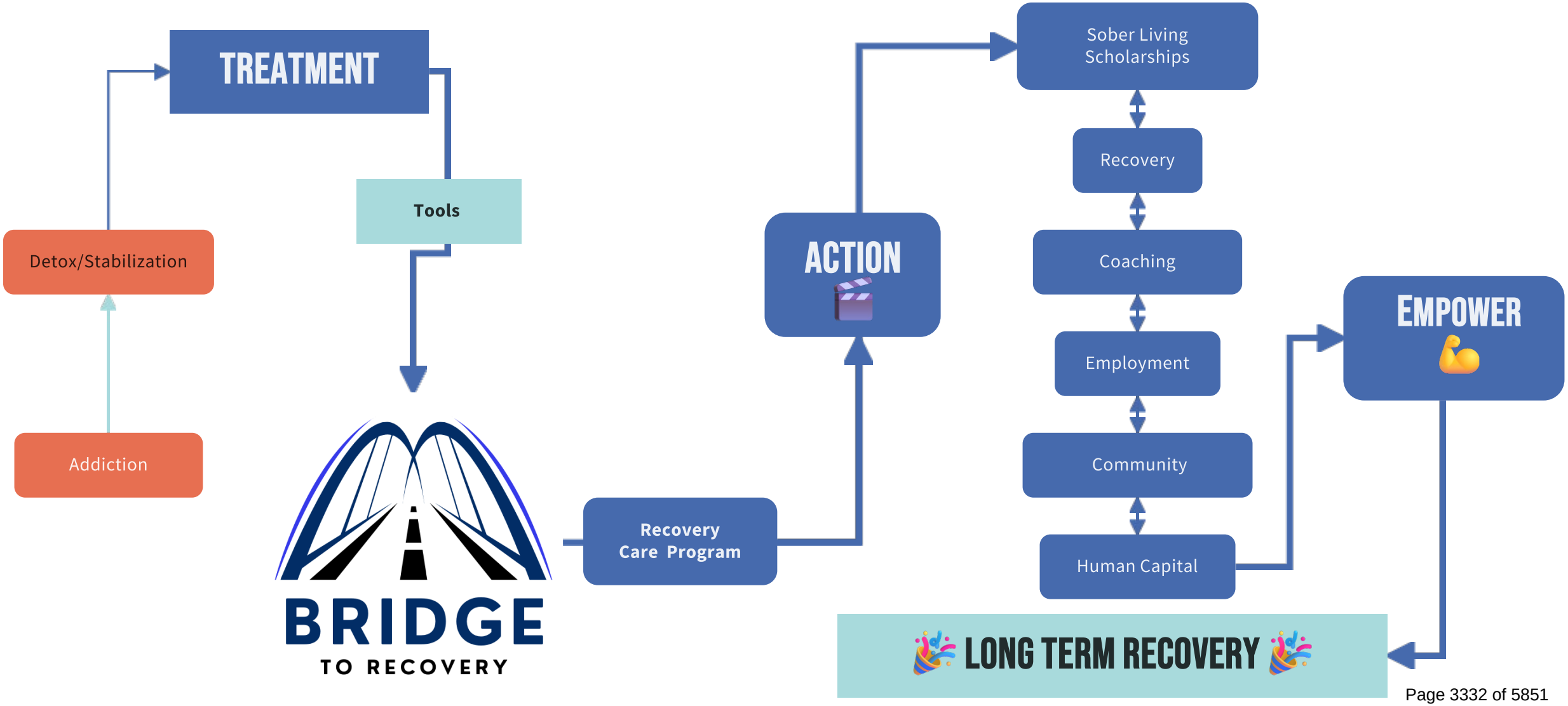


HARVESTING THE 'YES' MOMENTS



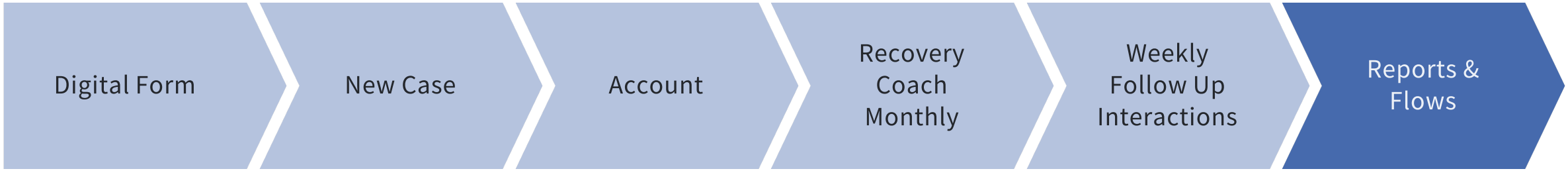
THE TRANSITION

Bridge To Recovery



RECOVERY CARE MANAGEMENT

Salesforce



- Sober Living Request
- Recovery Coach Request

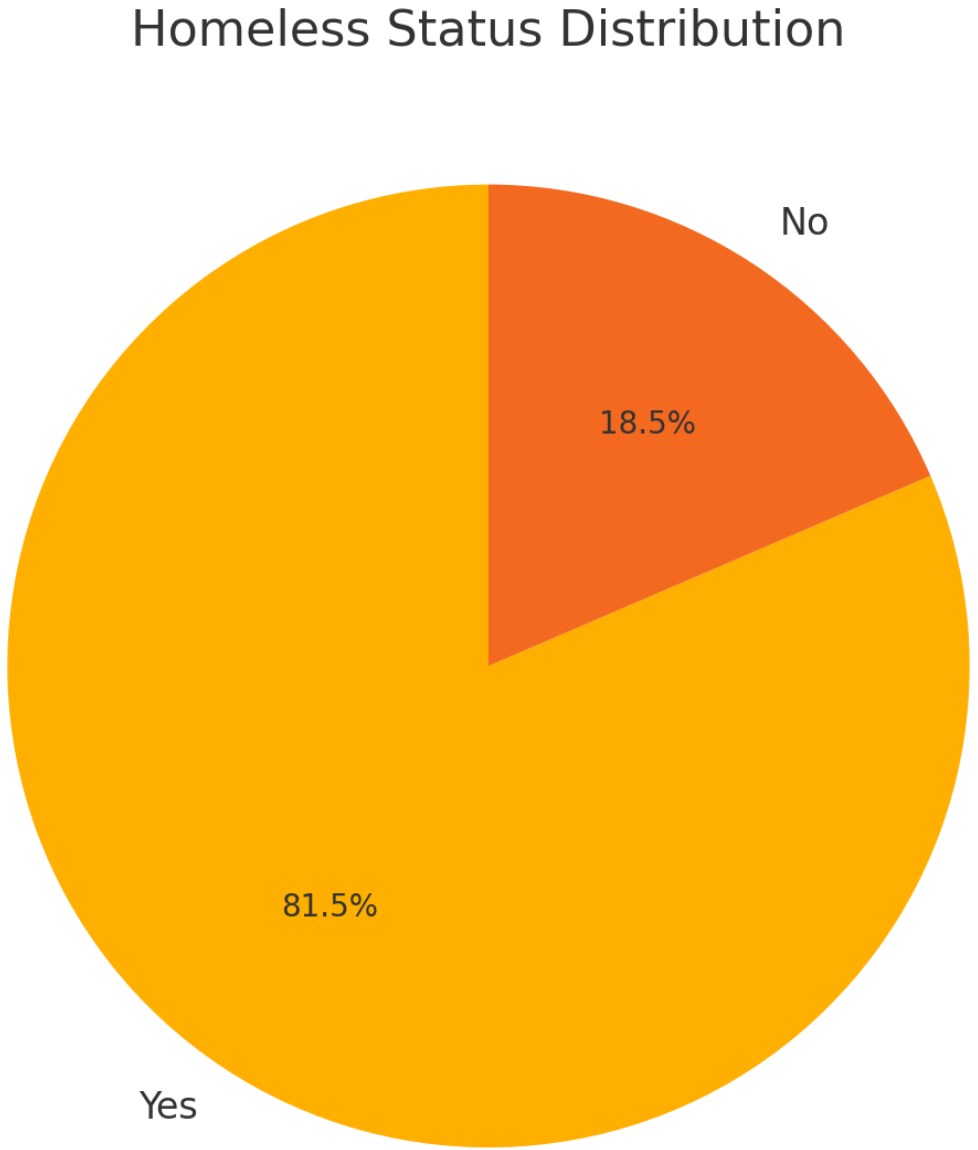
- New
- Contacted
- Engaged
- Referred
- Not Approved
- Unsuccessful
- Successful

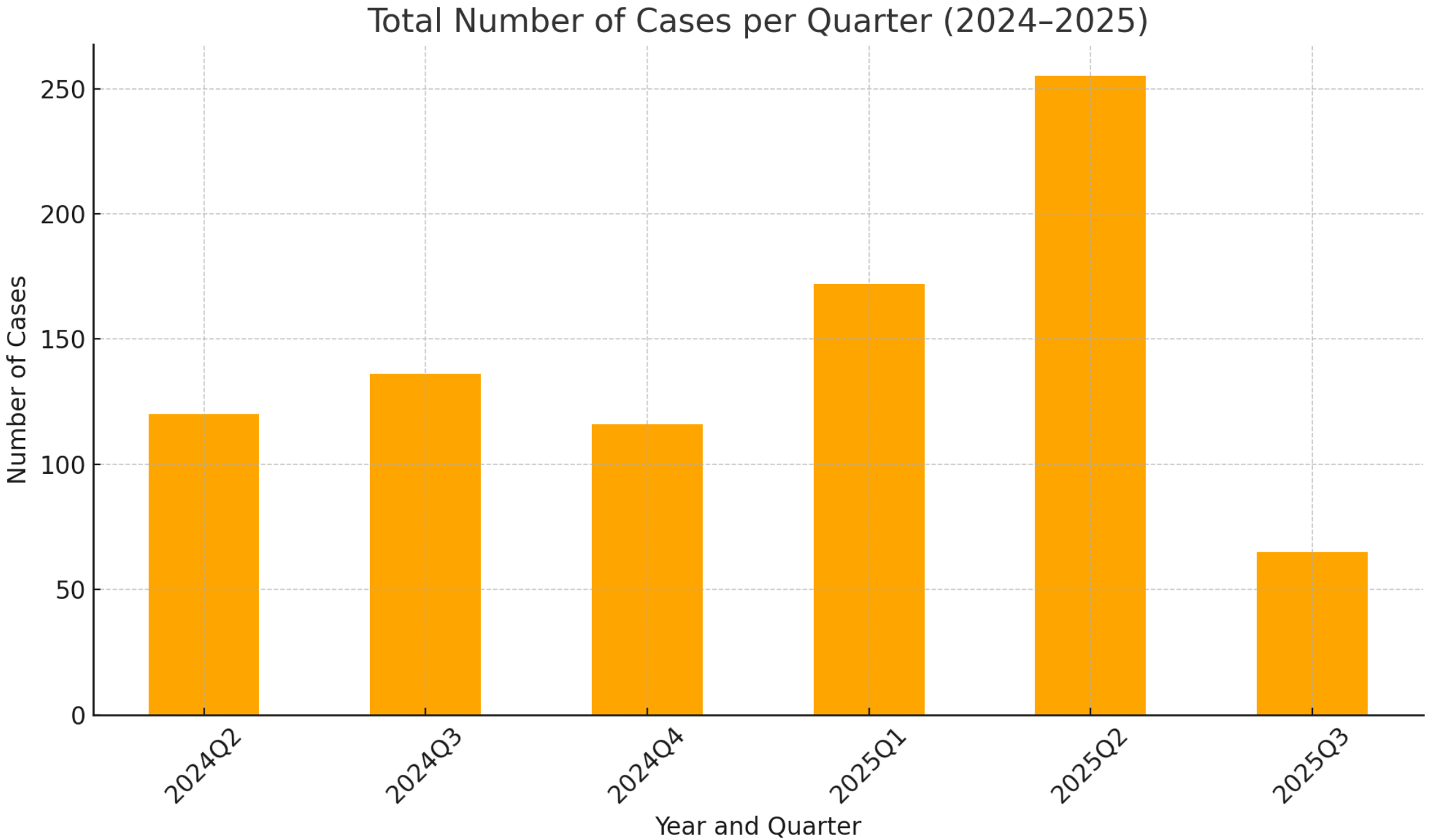
- Person
- Organizational

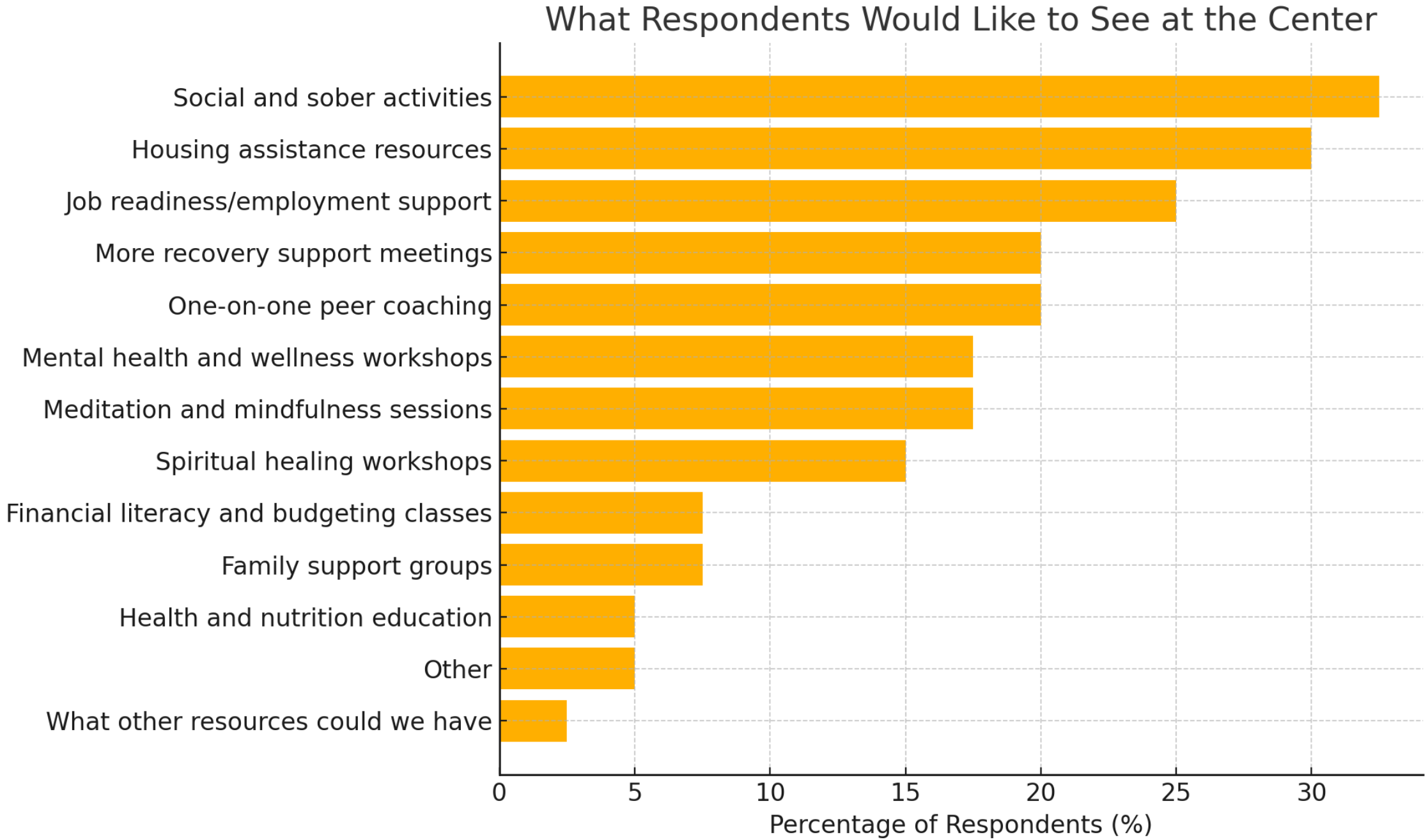
- Recovery Capital
- Community Capital
- Human Capital
- Social Capital
- Barriers
- Employment
- Goals

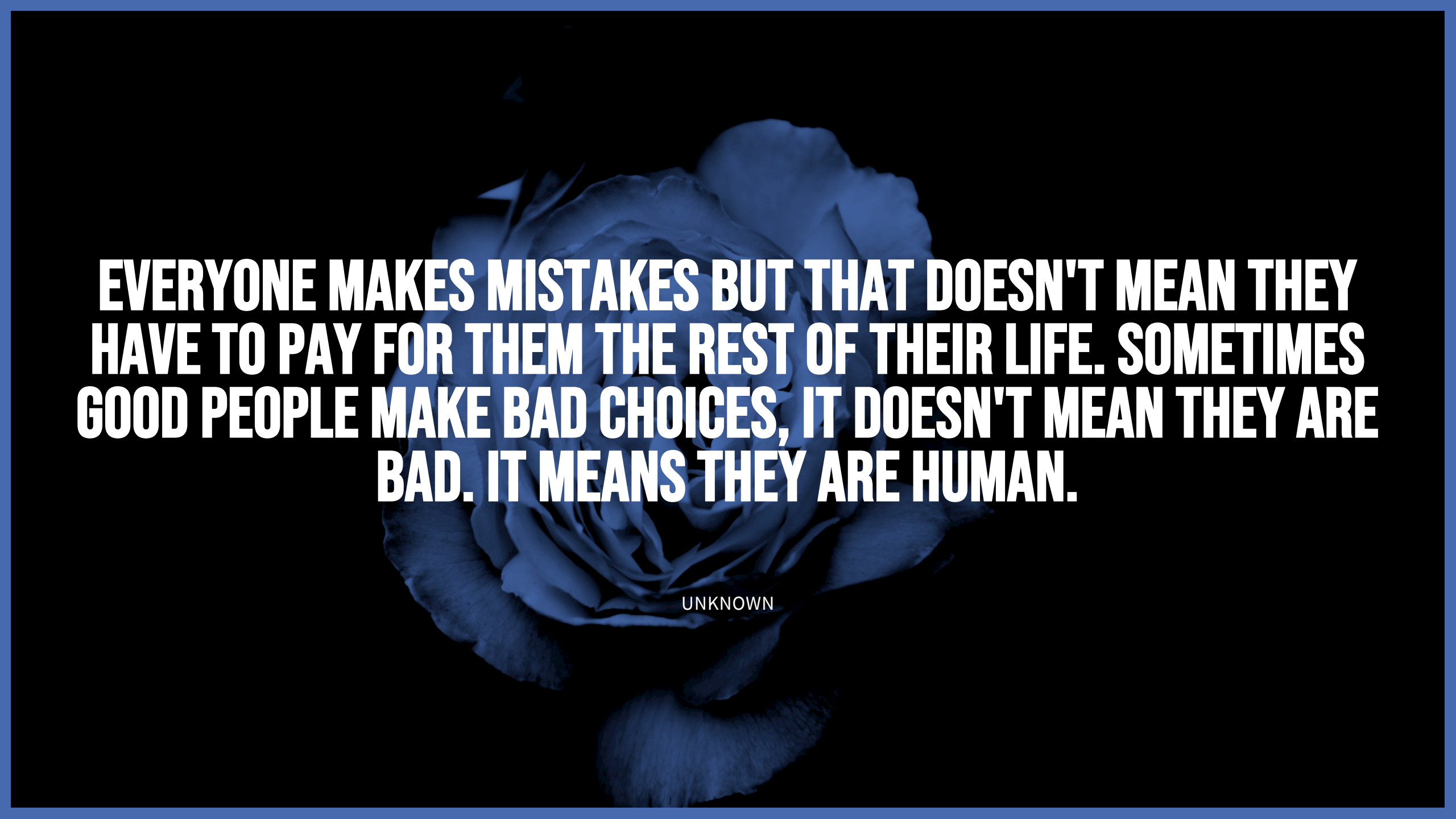
- Weekly Coaching
- Navigation
- Outreach
- Groups

- Scheduled reports
- Automations & flows

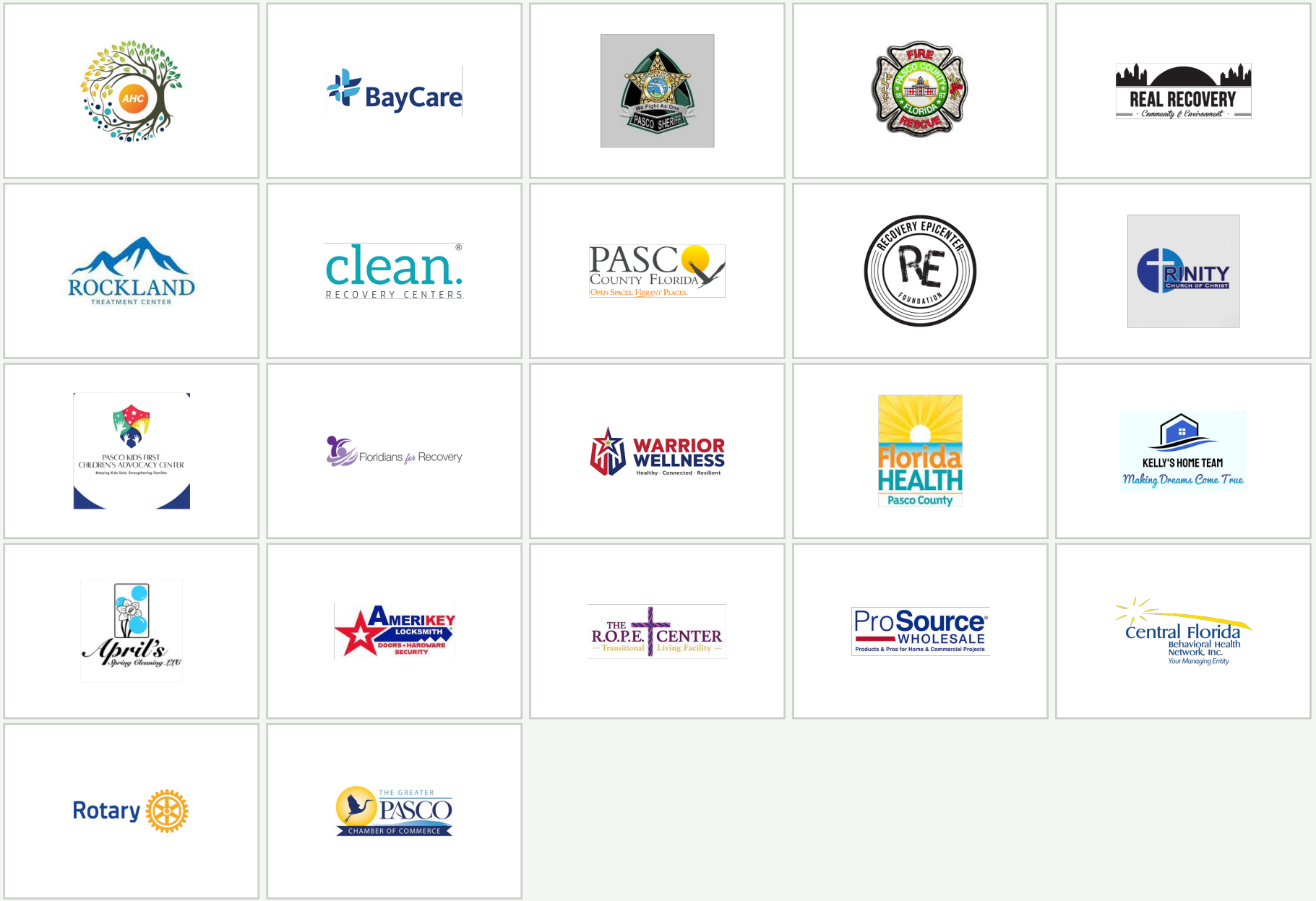

Homeless Status Distribution
No
18.5%
81.5%
Yes


Total Number of Cases per Quarter (2024–2025)
Number of Cases
0
50
100
150
200
250
2024Q2
2024Q3
2024Q4
2025Q1
2025Q2
2025Q3
Year and Quarter


What Respondents Would Like to See at the Center
Social and sober activities
Housing assistance resources
Job readiness/employment support
More recovery support meetings
One-on-one peer coaching
Mental health and wellness workshops
Meditation and mindfulness sessions
Spiritual healing workshops
Financial literacy and budgeting classes
Family support groups
Health and nutrition education
Other
What other resources could we have
0
5
10
15
20
25
30
Percentage of Respondents (%)


EVERYONE MAKES MISTAKES BUT THAT DOESN'T MEAN THEY HAVE TO PAY FOR THEM THE REST OF THEIR LIFE. SOMETIMES GOOD PEOPLE MAKE BAD CHOICES, IT DOESN'T MEAN THEY ARE BAD. IT MEANS THEY ARE HUMAN.
UNKNOWN

COMMUNITY PARTNERS AND SUPPORT



SCAN ME



CONTACT US

6020 US Highway 19 New Port Richey Florida 34652

727-213-0900

www.thehopeshot.org

Justin McPadden Contact

727-213-0901

justin.m@thehopeshot.org

Nathan Cantie Contact

727-213-0902

nathan.c@thehopeshot.org

Warrior Wellness Program

Opioid Addiction Prevention and Abatement
Key Considerations for Veterans

- A thorough understanding of opioid-related overdose among veterans must examine the interplay of pain, pain treatment, and stress, as well as psychological and social experiences—before, during, and after military service.

- Interventions that are delivered by peers – individuals who share key experiential or sociodemographic characteristics with the population being served

- Community care models could be beneficial for the large proportion of veterans who are not connected to the Veterans Health Administration or are reluctant to use traditional substance use services.

WARRIOR WELLNESS
Healthy · Connected · Resilient

Program approach

Program is not a “one size fits all” approach to therapy and provides a multitude of therapeutic services and outings.

Accelerated Resolution Therapy (ART), integrative restoration (iRest)similar to a yoga nidra meditation, adaptive yoga, physical fitness, music, and art.

Camaraderie - Friday night community BBQs with the warriors, their families, staff, and volunteers.

Open access to the TRX training gym, hydro-massage bed, swimming pool, hammocks, or working in the community garden during down time.

All services are provided at no cost to the participants

Individual session of ART are available to local residents





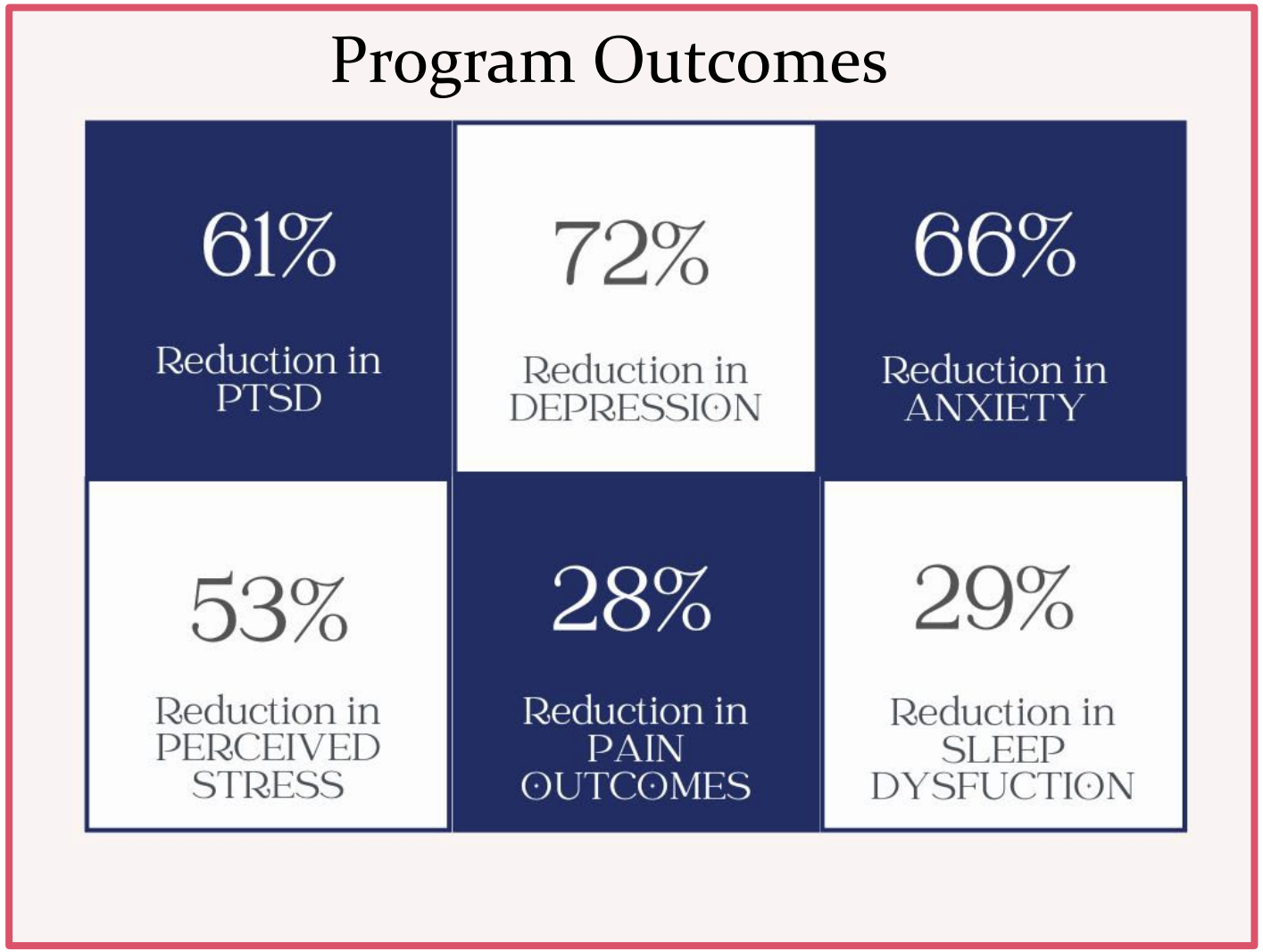


As a result of Opioid Funding in Year 2

- Outreach within the local community is expanded with 15-20 activities a month
- Partnerships with treatment and recovery centers in Pasco County
  - The Hope Shot
  - Steps to Recovery
  - BayCare Behavioral Health
  - Alliance for Healthy Communities
- 26 Pasco residents have received mental health services YTD, while over 45 individuals have actively engaged in other activities and services at the team house
- Pilot of mindfulness/art group with families of those in recovery
- Executive Director, Peer Support Specialist and Program Coordinator are active in the recovery community

Results

Our program is evaluated annually to ensure we are meeting the need of our veteran participants.
Pre- and Post-program surveys show reductions in PTSD, anxiety and depression, pain, stress and sleep dysfunction.



Committee Members

Robert Chalmers, Senior Executive Officer, Public Safety Branch
Michelle Hudson, MSW, Supervisor of Social Work, Pasco County School Board
Captain Toni Roach, Pasco County Sheriff's Office
Paula Baracaldo, Support Services Director, Public Services
Derek Brewer, Police Chief, City of Zephyrhills
Trang Chitakone, Administrator, Department of Health
Joseph Resnick, CEO, Premier Community HealthCare
Tracey Kaly, Director of Clinical Operations, BayCare Behavioral Health
The Honorable Judge Shawn Crane, Sixth Judicial Circuit Court
Parnia Roghani Shareef, Co-chair, Pasco County Alliance for Substance Addiction Prevention (ASAP) Opioid Committee
Art Rowand, Retired, Pasco County Sheriff's Office Sergeant
Lauren Letona, Deputy Chief, City of New Port Richey Police Department

Opioid Task Force
Agenda
Tuesday, July 22, 2025
9:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

All electronic devices must be turned off while in the Board Room.

Call to Order

Welcome and Introductions

Roll Call

Public Comment

New Business

1 Project Presentations - Continued

Approval of Minutes

Miscellaneous

Old Business

Committees Reports

Adjournment

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 7/22/2025

SUBJECT: Project Presentations - Continued

RECOMMENDED BOARD ACTION:
Presentation Only

ATTACHMENT(S):
1. OTF Presentation Schedule - July 22

Tuesday, July 22, 2025

Presentation #	Time Start	Agency	Project
9	9:15	One Community Now	Pasco Recovery and Stabilization Network (Serving Veterans & Community Members Impacted by Opioids
10	9:35	Operation PAR	MAPS Pasco Mobile SUD Treatment
11	9:55	Pasco County Corrections	Inmate Medical / Drug Treatment Resiliency Program
12	10:15	Pasco County Fire Rescue / Human Services	Pasco Thrive - A Joint Collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services
13	10:35	Pasco Kids First Inc.	Opioid / Substance and Child Abuse Prevention Project
14	10:55	The Hope Shot	The Bridge to Recovery
15	11:15	Van Gogh's Palette, Inc. dba Vincent House	Vincent House Recovery Through Work
16	11:35	Warrior Wellness Program	Prevention and Treatment for Warriors at Risk or with Substance Abuse

** Note: All times are **estimated** . Each time slot includes 3 minutes for presentation and 15 minutes for Q&A.*

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0879 **DATE:** 6/16/2026

SUBJECT: Opioid Task Force (OTF) Meeting Minutes – July 28, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0879 OTF 07-28-2025

Committee Members

Robert Chalmers, Senior Executive Officer, Public Safety Branch
Michelle Hudson, MSW, Supervisor of Social Work, Pasco County School Board
Captain Toni Roach, Pasco County Sheriff's Office
Paula Baracaldo, Support Services Director, Public Services
Derek Brewer, Police Chief, City of Zephyrhills
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Parnia Roghani Shareef, Co-chair, Pasco County Alliance for Substance Addiction Prevention (ASAP) Opioid Committee
Art Rowand, Retired, Pasco County Sheriff's Office Sergeant
Lauren Letona, Deputy Chief, City of New Port Richey Police Department

Opioid Task Force
Agenda
Monday, July 28, 2025
9:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

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Call to Order

Welcome and Introductions

Roll Call

Public Comment

New Business

1 Selection and Ranking

2 Premier Community Healthcare Group - Request to Amend Contract From Non-Capital to Capital Agreement

3 Implementation Plan

Approval of Minutes

Miscellaneous

Old Business

Committees Reports

Adjournment

OPIOID TASK FORCE
REGULAR MEETING

ANNOTATED MINUTES

JULY 28, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Paula Baracaldo, Chairman
Support Services Director, Public Services

Robert Chalmers
Senior Executive Officer
Public Safety Branch

Lauren Letona
Deputy Chief, City of New Port Richey
Police Department

Trang Chitakone
Administrator, Florida Department of Health
In Pasco County

The Honorable Judge Shawn Crane
Sixth Judicial Circuit Court

Joey Resnick
CEO, Premier Community Healthcare

Captain Toni Roach
Pasco County Sheriff's Office

Derek Brewer
Police Chief, City of Zephyrhills

Art Rowand
Retired, Pasco County Sheriff's Office
Sergeant

Michelle Hudson, MSW **- Absent**
Supervisor of Social Work
Pasco County School Board

Parnia Roghani Shareef, Co-Chair
Pasco County Alliance for Substance
Addiction Prevention (ASAP)

Tracey Kaly
Director of Clinical Operations
BayCare Behavioral Health

Legal Counsel:

Robert Hale, Assistant County Attorney

Staff:

Lori Bushway, Administrative Assistant for Support Services
Nicole O'Neill, Support Services Specialist
Riana Giannico, Grants Coordinator for Support Services

Call to Order

Madam Chair Baracaldo called the meeting to order at 9:00 a.m.

Welcome and Introductions

There were none.

Invocation and Pledge of Allegiance

Ms. Jessica Faircloth, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call

Ms. Faircloth called the roll. All members were present with the exception of Ms. Hudson who was absent.

Public Comment

There was none.

New Business

1 Selection and Ranking

Madam Chair Baracaldo used a PowerPoint presentation to review the item and spoke regarding a recap of projects that had been presented the previous week and what was before them.

Ms. Hilary Bruno, Community Development, spoke during the discussion.

Discussion was held regarding documents that had been distributed; the displayed Excel spreadsheet and how it was organized; how they used the scoring in the past; the recusal process; projects they felt were critical; return on investment; Drug Court in Pasco County; that they would be adjusting numbers on the spreadsheet as they went; the rankings; the project requests; starting from the bottom to eliminate funding; other funding sources for some projects; numbers and requests from the previous year; potentially partially funding projects; the Pasco County projects; those who did well the previous year; looking at the higher scores; concerns with some of the requests; patterns of spending; the Court System; those that had not spent funds from the previous years; the higher dollar requests; larger versus smaller agencies; potential contingencies to be put in place; minimum amount requests; the continuation of services; whether agreements could be extended; concerns of diluting programs if they cut too much; concerns with sustainability; the allocations; that the decisions were hard; splitting funds; east side projects; a potential minimum threshold; partnerships and relationships; a document that had been distributed; different ways to look at it; what their focus could be; potential next steps; prevention measures; measuring success; whether they could keep funds as a contingency; suggested language for their motion; and a document that had been distributed which would be discussed later and was not related to the current item.

The Committee approved the existing recommendations as listed on the screen for all Year Three projects and should any agency not accept the funding that it would be split amongst Vincent House, Florida Recovery, and Warrior Wellness.

2 Premier Community Healthcare Group - Request to Amend Contract From Non-Capital to Capital Agreement

Madam Chair Baracaldo used a PowerPoint presentation to review the item and spoke regarding the recommendation.

Discussion was held regarding concerns with the effect of the change; whether it would be a reduction in services; that it wasn't a change to the scope of the project; that it was being adjusted from a non-construction agreement to a construction agreement; and the funding that was earmarked.

The Committee approved to recommend the amendment of the existing agreement to allow the full expenditure of Year Two funds in the amount of $300.000.00 with Mr. Resnick abstaining from the vote due to a conflict of interest.

3 Implementation Plan

Madam Chair Baracaldo reviewed the item.

The item was for information only.

Approval of Minutes

There were none.

Miscellaneous

Old Business

Madam Chair Baracaldo spoke regarding the distributed letter from Steps to Recovery, that the request from Commissioner Mariano's Office, what the Opioid Task Force was being asked, that the funds for Year One had not yet been fully spent, the buffer that was reallocated the year prior, and what could be recommended to the Board of County Commissioners.

Ms. Hilary Bruno, Community Development, spoke during the discussion.

Discussion was held regarding the previous Task Force recommendation; the project being fully federalized; a brief history of the project; Federal requirements; a concern with running through the funds quickly; and the suggestion to come back in November.

The Committee approved to reconvene on November 3, 2025 to discuss the projects to see where they were at in the expenditure rates and make a motion at that point on how to move forward.

Madam Chair Baracaldo spoke regarding documents in the Agenda Packet, that they had to report to the State of Florida Department of Children and Families twice a year, that the Year Two Implementation Plan had recently been sent, what would be reported at the end of August, and that the expenditure reports would come back to them at the next meeting.

Ms. Cathy Pearson, Assistant County Administrator for Public Services, spoke regarding her appreciation to the Opioid Task Force and Staff for their efforts.

Discussion was held regarding the appreciation to everyone's hard work; that the projects should be sustainable in the future; wanting to look at the progress so far; wanting a metric if they were reapplying for funding; whether they should put a maximum dollar amount on projects moving forward as funds decreased; a request for a gap analysis to be prepared; and the next steps in the process.

Committees Reports

There was none.

Adjournment

THE BOARD RECESSED AT 9:57 A.M. AND RECONVENED AT 10:07 A.M.

The meeting adjourned at 11:29 a.m.

OPIOID TASK FORCE
REGULAR MEETING
JULY 28, 2025

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Jessica L Faircloth

Jessica L Faircloth, Records Clerk III
Board Records Division

Committee Members

Robert Chalmers, Senior Executive Officer, Public Safety Branch
Michelle Hudson, MSW, Supervisor of Social Work, Pasco County School Board
Captain Toni Roach, Pasco County Sheriff's Office
Paula Baracaldo, Support Services Director, Public Services
Derek Brewer, Police Chief, City of Zephyrhills
Trang Chitakone, Administrator, Department of Health
Joseph Resnick, CEO, Premier Community HealthCare
Tracey Kaly, Director of Clinical Operations, BayCare Behavioral Health
The Honorable Judge Shawn Crane, Sixth Judicial Circuit Court
Parnia Roghani Shareef, Co-chair, Pasco County Alliance for Substance Addiction Prevention (ASAP) Opioid Committee
Art Rowand, Retired, Pasco County Sheriff's Office Sergeant
Lauren Letona, Deputy Chief, City of New Port Richey Police Department

Opioid Task Force
Agenda
Monday, July 28, 2025
9:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

All electronic devices must be turned off while in the Board Room.

Call to Order

Welcome and Introductions

Packet Distributed at the Meeting

Roll Call

Public Comment

New Business

1 Selection and Ranking

2 Premier Community Healthcare Group - Request to Amend Contract From Non-Capital to Capital Agreement

3 Implementation Plan

Approval of Minutes

Miscellaneous

Old Business

Committees Reports

Adjournment

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 7/28/2025

SUBJECT: Selection and Ranking

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
None

Treatment, Prevention, and Recovery Fund – Year 3 Projects

- ACE Opportunities
  - ACE Opportunities Rise Up 2025
  - Transitional Housing/Supportive Services/Salaries
  - **$53,000.00**
- Alliance for Healthy Communities, Inc.
  - Alliance 3.0: Advancing the Mission
  - Salaries/Training/Supplies/Software/Outreach
  - Opioid-related Prevention Initiatives
  - **$369,150.00**
- BayCare Behavioral Health, Inc.
  - Advancing Opiate Treatment and Recovery – East Pasco Urgent Care Center
  - Expand behavioral health urgent care to East Pasco
  - **$697,896.00**
- Boys & Girls Clubs of Greater Tampa Bay
  - Pasco County Opioid Prevention Initiative
  - Expand opioid prevention programming in Club sites serving Pasco County youth
  - **$294,737.00**
- Florida Recovery Schools of Tampa Bay, Inc.
  - Victory High School
  - Salaries & Rent
  - **$181,000.00**
- Help Us Help You, Inc.
  - Unify Pasco Recovery Hub
  - Salaries/Training/Supplies/Software/Outreach/ Facility Improvements
  - **$925,000.00**
- Live Tampa Bay
  - Partnerships for Pasco
  - Personnel/Contractual Services/Administrative Training/Supplies/Software/Communications/ Uber Health Transportation/Travel/Building Costs
  - **$934,429.87**
- One Community Now
  - Pasco Recovery & Stabilization Network
  - New East Pasco Resource Center/Salaries/Education & Outreach
  - **$459,400.00**

Treatment, Prevention, and Recovery Fund – Year 3 Projects

Operation PAR, Inc.
- MAPS Pasco Mobile SUD Treatment
- Salaries & Mobile MAT Vehicle
- **$1,106,245.36**

Pasco County Corrections
- Inmate Drug Treatment Resiliency Program
- STAR Unit Personnel/MAT
- **$1,120,000.00**

PCFR/ Human Services
- Pasco Thrive - A joint collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services
- Salaries/Equipment Needs/Vehicle Fuel & Maintenance
- **$1,102,000.32**

Pasco Kids First
- Opioid/Substance and Child Abuse Prevention Project Opioid/Substance and Child Abuse Prevention Project
- Salaries/Equipment Needs/Communications
- **$240,987.99**

Premier Community
- Premier's Integration Initiative: Access to Care for Pasco Residents with OUD & Any Co-Occurring SUD/MH Conditions
- Personnel/Supplies/Equipment Needs/Recruiter Fee
- **$356,335.50**

The Hope Shot, Inc.
- Bridge to Recovery
- Salaries/Sober Living Funds/All Ways Center Expansion/Outreach Materials/Training/Supplies/Accounting & Auditing Services
- **$961,867.00**

Van Gogh's Palette, Inc.
- Vincent House Recovery Through Work
- Salaries/Software Technologies
- **$150,000.00**

Warrior Wellness
- Prevention and Treatment for Warriors at Risk or with Substance Use Disorder
- Salaries/Training/Supplies/Software/Facility Costs
- **$232,600.00**

2025 OTF Members Total Weighted Scores (all projects)													Total Average for Ranking
Project No.	Project Name	Robert Chalmers (Seat 1)	Michelle Hudson (Seat 2)	Toni Roach (Seat 3)	Paula Baracaldo (Seat 4)	Lauren Letona (Seat 5)	Derek Brewer (Seat 6)	Trang Chikatone (Seat 7)	Joey Resnick (Seat 8)	Tracey Kaly (Seat 9)	Shawn Crane (Seat 10)	Parnia Roghani (Seat 11)	Art Rowand (Seat 12)	
1	Ace Opportunities Rise Up 2025	3.90	4.51	2.62	4.47	4.61	5.00	4.20	3.22	4.03	4.39	3.34	5.00	**4.11**
2	Alliance 3.0: Advancing the Mission	3.33	4.05	-	4.47	4.76	4.65	-	-	-	4.31	-	-	**4.26**
3	Advancing Opiate Treatment and Recovery - East Pasco Urgent Care Center	4.60	4.64	3.77	4.93	-	5.00	4.62	4.73	-	4.49	-	5.00	**4.64**
4	Pasco County Opioid Prevention Initiative	3.49	4.30	3.87	4.80	4.24	4.95	4.75	4.37	2.87	3.92	4.38	5.00	**4.24**
5	Victory High School	2.61	3.78	3.31	3.53	4.21	4.75	3.24	3.66	3.71	4.07	3.20	5.00	**3.75**
6	Unify Pasco Recovery Hub	4.29	4.08	2.55	3.37	4.35	4.95	3.11	2.84	1.81	3.15	3.72	4.50	**3.56**
7	Partnerships for Pasco	4.38	4.36	-	4.21	3.53	4.90	3.77	3.76	2.98	3.67	3.85	5.00	**4.04**
8	Pasco Recovery and Stabilization Network (Serving Veterans & Community Members Impacted by Opioids)	3.85	3.48	3.38	4.52	4.59	5.00	4.08	3.79	3.12	4.31	4.15	5.00	**4.10**
9	MAPS Pasco Mobile SUD Treatment	4.15	4.09	4.07	4.40	4.09	4.95	4.72	3.22	3.83	4.23	4.12	5.00	**4.24**
10	Inmate Medical/Drug Treatment Resiliency Program	-	4.27	4.10	-	4.92	4.95	3.76	2.90	4.14	4.18	3.58	5.00	**4.18**
11	Pasco Thrive - A joint collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services	-	3.61	3.87	-	4.69	5.00	-	3.14	3.98	4.31	3.59	4.75	**4.10**
12	Opioid/Substance and Child Abuse Prevention Project	4.57	4.20	3.79	4.13	4.74	5.00	4.50	4.05	3.74	4.31	4.38	5.00	**4.37**
13	Premier's Integration Initiative: Access to Care for Pasco Residents with OUD & Any Co-Occurring SUD/MH Conditions	4.67	4.44	4.10	4.60	4.66	4.92	4.57	-	3.95	4.51	4.35	4.92	**4.52**
14	Stage CARES	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~**0.00**~~
15	The Bridge to Recovery	3.95	4.60	-	4.36	4.77	5.00	4.20	3.59	4.43	4.31	4.33	5.00	**4.41**
16	Vincent House Recovery Through Work	3.31	4.56	-	3.75	4.92	5.00	3.32	3.97	4.10	3.95	3.49	5.00	**4.12**
17	Prevention and Treatment for Warriors at Risk or with Substance Use Disorder	3.11	4.04	3.22	3.39	4.21	4.77	3.78	3.50	4.10	4.31	3.77	5.00	**3.93**

Recussals

Opioid Treatment, Prevention, and Recovery Fund
Year 1 Projects - June/July 2025 Expenditure Report

Agency	Amount Funded	Amount Requested (YTD)	Amount Disbursed (YTD)	Amount Remaining	Rate (Actual)	Rate (Expected)	Term	Extension	Completed
Ace Opportunities	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ -	100%	100.00%	1 year		Yes
Alliance for Healthy Communities	$ 200,000.00	$ 178,499.85	$ 130,052.67	$ 21,500.15	89%	100.00%	1 year	90 days	Yes
BayCare Behavioral Health (Services)	$ 3,086,783.00	$ 456,696.99	$ 189,724.18	$ 2,630,086.01	15%	46.15%	3 years		
BayCare Behavioral Health (Capital)	$ 484,753.00	$ 451,277.03	$ 197,876.18	$ 33,475.97	93%	42.86%	3 years		
FL Recovery Schools	$ 61,000.00	$ 59,916.43	$ 59,916.43	$ 1,083.57	98%	100.00%	1 year		Yes
Pasco Kids First	$ 286,000.00	$ 181,840.80	$ 146,414.46	$ 104,159.20	64%	100.00%	1 year	90 days	Yes
Premier Community Healthcare	$ 600,000.00	$ 469,479.16	$ 446,111.44	$ 130,520.84	78%	69.23%	2 years		
Steps to Recovery (Capital)	$ 3,000,000.00	$ 648,104.23	$ 648,104.23	$ 2,351,895.77	22%	43.90%	3 years		
The Hope Shot	$ 138,950.00	$ 138,950.00	$ 138,950.00	$ -	100%	100.00%	1 year	90 days	Yes
WestCare GulfCoast FL	$ 297,803.00	$ 131,892.76	$ 111,819.38	$ 165,910.24	44%	47.37%	3 years		
Totals	**$ 8,180,289.00**	**$ 2,741,657.25**	**$ 2,093,968.97**	**$ 5,438,631.75**					

Actual Expenditure Rate Meets or Exceeds Expected Rate
Actual Expenditure Rate More Than 5% Below Expected Rate
Actual Expenditure Rate More Than 10% Below Expected Rate
Actual Expenditure Rate More Than 15% Below Expected Rate

Opioid Treatment, Prevention, and Recovery Fund
Year 2 Projects - June/July 2025 Expenditure Report

Agency	Amount Funded	Amount Requested (YTD)	Amount Disbursed (YTD)	Amount Remaining	Rate (Actual)	Rate (Expected)	Term	Extension	Completed
Ace Opportunities	$ 25,000.00	$ 14,216.20	$ 14,216.20	$ 10,783.80	57%	60.00%	1 year		
Alliance for Healthy Communities	$ 361,767.00	$ 80,806.24	$ 57,807.71	$ 280,960.76	22%	50.00%	1 year	90 day	
BayCare Behavioral Health	$ 375,000.00	$ 35,978.28	$ -	$ 339,021.72	10%	50.00%	1 year		
FL Recovery Schools	$ 181,000.00	$ 107,955.81	$ 88,380.81	$ 73,044.19	60%	60.00%	1 year		
Operation Par	$ 221,153.00	$ 3,193.37	$ -	$ 217,959.63	1%	56.25%	1 year		
Pasco Kids First	$ 238,350.00	$ 10,498.78	$ -	$ 227,851.22	4%	50.00%	1 year		
PC BOCC - Corrections - Inmate MAT Program	$ 1,120,000.00	$ 671,146.79	$ 646,916.84	$ 448,853.21	60%	64.29%	1 year		
PC BOCC - Fire Rescue - Mobile Integrated Health	$ 680,000.00	$ 159,210.32	$ 130,325.00	$ 520,789.68	23%	64.29%	1 year		
PC BOCC - Public Safety - Mental Health of First Responders	$ 500,000.00	$ 282,634.14	$ 282,634.14	$ 217,365.86	57%	64.29%	1 year		
PC BOCC - Public Safety Joint Sheriff's Office Mental, Physical, and	$ 850,000.00	$ -	$ -	$ 850,000.00	0%	64.29%	1 year		
Premier Community HealthCare Group, Inc.	$ 300,000.00	$ 8,652.00	$ 8,652.00	$ 291,348.00	3%	50.00%	1 year		
Recovery Epicenter Foundation	$ 350,000.00	$ 85,453.02	$ 26,766.79	$ 264,546.98	24%	56.25%	1 year		
Sixth Judicial Circuit Court - Positions for FY2025	$ 194,421.00	$ 85,261.47	$ -	$ 109,159.53	44%	60.00%	1 year		
The Hope Shot	$ 668,325.00	$ 390,809.50	$ 286,083.16	$ 277,515.50	58%	64.29%	1 year		
Warrior Wellness Program, Inc.	$ 150,000.00	$ 68,660.72	$ 68,660.72	$ 81,339.28	46%	64.29%	1 year		
Totals	**$ 6,215,016.00**	**$ 2,004,476.64**	**$ 1,610,443.37**	**$ 4,210,539.36**					

Actual Expenditure Rate Meets or Exceeds Expected Rate
Actual Expenditure Rate More Than 5% Below Expected Rate
Actual Expenditure Rate More Than 10% Below Expected Rate

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 7/28/2025

SUBJECT: Premier Community Healthcare Group - Request to Amend Contract From Non-Capital to Capital Agreement

RECOMMENDED BOARD ACTION:
Approve
Review/Discuss

ATTACHMENT(S):
1. Premier Modified Budget Request for $300K Award - Round 2 FY24-25

Pasco County Opioid Settlement Funding
Round 2
Premier Community HealthCare Budget FY24-26

Capital Project		
Budget Justification	**Year 1 Amount Requested-Revised 5.2.25**	**Brief Description (How it relates to project/program)**
Archtectual and engineering fees; bid construction documents, and assistance during bidding process	$ 30,000.00	Pre-construction
Construction Costs; HVAC, Plumbing, Electrical, Interior Doors & Walls	$ 240,000.00	Construction
Site work, tree removals, earth work, exterior improvements, and related activities	$ 30,000.00	Construction
Totals	**$ 300,000.00**	

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 7/28/2025

SUBJECT: Implementation Plan

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
1. 2025_LOI_Implementation Plan_FINAL

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

June 27, 2025

VIA FLORIDA OPIOID DATA MANAGEMENT SYSTEM WEB PORTAL

Substance Abuse and Mental Health Program Office
Florida Department of Children and Families
2415 North Monroe Street, Suite 400
Tallahassee, Florida 32303-4190

RE: Implementation Plan for the Use of Opioid Funds

To Whom It May Concern:

Consistent with the State's efforts to combat the negative impact of opiates and opioids in our community, please accept this letter as Pasco County's formal submittal to fulfill the reporting requirements, as stipulated by the Florida Opioid Allocation and Statewide Response Agreement, Section B.6.h.h., and intent to expend Opioid Funds. Below you will find details of how Pasco County is utilizing allocated funds in Year-2 to address the critical needs identified in our community.

Overview

The Opioid Treatment, Recovery and Prevention grant was formally established in 2023 to help support community-driven projects that aim to integrate evidence-based interventions that span across various facets outlined in Pasco County's Community Abatement Plan. This countywide fund returns opioid settlement allocations from the global settlement as critical investments and resources to community-based organizations that engage Pasco County residents affected by the opioid epidemic. These funds are then utilized through programs in substance use disorder treatment, overdose prevention, substance misuse awareness and education, and harm reduction, among others, as long as they are in alignment with the Community Abatement Plan and with Schedule A and B, as stipulated in the Florida Opioid Allocation and Statewide Response Plan.

The award amounts for each grant vary depending on available resources, priorities of the OTF, and the community's needs. While there is no set number of grants to be awarded, decisions are based on merit and the quality of the project application, provided they meet the OTF's criteria regarding experience, capacity, and community partnerships under this program. In Year 2, the County issued an application process under the Opioid Task Force (OTF) to allocate funds received from the City/County and Regional Funds, totaling $1,124,196.07 and $4,632,809.38, respectively, for a combined total of $5,757,005.45. The Board of County Commissioners also approved a motion to allocate $750,000.00 from the City/County fund for two (2) County projects, leaving a remaining total of $5,007,005.45 for competitive awards.

OTF Recommendations, County Projects, and Board Approval

For Year-2, the OTF reviewed seventeen (17) project applications, of which ten (10) were recommended for funding; two (2) were rejected; and five (5) were considered but not funded, totaling $5,007,005.45 (see the attached Project Funding

Recommendation List). Additionally, the Pasco County Board of County Commissioners recommended and approved four (4) more projects, bringing the grand total to $5,620,595.00 (see attached, Project Funding – Revised Recommendations). The difference between the original Year-2 allocation and the funding gap was covered by reallocating remaining funds from the $750,000.00 County project allocation, amounting to $55,579.00; contingency funds from Year-1, totaling $271,324.62; and the interest earned from settlement funds, used as program funding for Year-2, totaling $286,685.93.



The table below shows a list of the projects funded under this program for Year-2 and the focus areas they will address.

Focus Areas Funded (Year-2)

PROJECT NAME	Caregiver Support	Mitigation & Enforcement	Prevention & Education	System Level Abatement	Treatment & Supportive Services	Schedule A or B	Type of Program
ACE Opportunities					✓	B	Treatment
ASAP			✓			B	Prevention
BayCare Behavioral Health				✓	✓	A & B	Treatment
District School Board of Pasco County		✓	✓				Change in Scope post-award ***Unfunded*** *(funds to rollover to next award cycle)*
FL Recovery Schools (Victory High School)	✓		✓		✓	B	Treatment & Prevention
Operation PAR					✓	A & B	Treatment
Pasco Kids First	✓		✓			B	Prevention
Corrections - Inmate MAT					✓	A & B	Treatment

Program (PC BCC)							
Fire Rescue – Mobile Integrated Health (PC BCC)			✓	✓	✓	A & B	Treatment & Prevention
Public Safety – Mental Health of First Responders (PC BCC)					✓	B	Treatment
Public Safety – Wellness Center (PC BCC)	✓		✓		✓	B	Other Strategies
Premier Community Healthcare Group			✓		✓	B	Treatment & Prevention
Recovery Epicenter					✓	B	Treatment
Sixth Judicial Court				✓		B	Address the Needs of Criminal - Justice Involved Persons
The Hope Shot					✓	B	Treatment & Recovery
Warrior Wellness			✓		✓	B	Treatment & Supportive Services

Focus Areas Approved by the Pasco County Opioid Task Force:

- *Caregiver Support:* Heal individual and collective trauma related to substance use. Provide family peer mentoring, funding for reunification support, trauma treatment, child-parent psychotherapy, etc.
- *Mitigation and Enforcement:* Promote public safety and wellness for community workers in the substance use field. Create or leverage existing prevention strategies.
- *Prevention and Education:* Expand efforts in community-based prevention, education, and harm reduction. Reduce stigma in communities related to substance use. Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs.
- *System-Level Abatement:* Address and respond inclusively to complex, unmet community needs related to SUD for underserved populations.

- *Treatment and Supportive Services:* Support treatment of OUD and any co-occurring SUD or MH conditions through evidence-based or evidence-informed programs and promote and facilitate connections to behavioral health treatment and recovery services.

Recommended and Approved Projects by the OTF and BCC

Different from Year-1, Year-2 established a funding model focused on annual allocations only, as part of this grant. Estimating that the funds would be reduced over the next 15 years, the OTF made the decision to only allocate funding to projects on an annual basis, giving them the opportunity to adjust that funding and more strategically allocate those dollars to emerging needs across the community. The proposed expenditures outline a strategic allocation that ensures sustained impact over time for our community by leveraging existing partnerships and investments that will support the needs identified by the OTF and the public. During Year-2, most of the project allocations requested and approved for providers are going to be directly impacting areas like the U.S. 19 corridor from Hudson to Holiday, and on the east side of the County near the areas of Bruce B. Downs Boulevard and the City of Zephyrhills. In addition, to continue to expand capacity on the east side of the County, the OTF aims to optimize the utilization of the available funds while delivering tangible outcomes in line with the County's Community Abatement Plan.



Heat map of overdose locations across Pasco County (most overdoses located on the U.S. 19 corridor and in the area near Bruce B. Down Blvd.)

The projects funded will provide the following array of services:

- Expand the availability of experienced and licensed medical and MH personnel to support OUD and SUD

programming.

- Expand the availability of connections to care through licensed social workers and case management.
- Support and provide medical supplies and other equipment to support OUD/SUD programming.
- Build and expand the availability of supportive and transitional housing.
- Expand the availability of MH and recovery services.
- Community outreach and distribution of fentanyl test strips and naloxone.
- Medically assisted treatment for residents and to those criminally involved.
- Harm reduction and prevention for individuals, families, and children.
- Connection between primary care services and MH services, among others.

Project List and Descriptions

Below is a brief overview of each project recommended and approved for allocations under Year-2:

Ace Opportunities: Provides treatment and recovery support services (addressing MH, homelessness, and SUD), including transitional housing for 90 single individuals in the County. Through safe transitional housing provided for 3-6 months, this program will enable individuals to focus, attend, and maintain their responsibilities and obligations as they address their SUD/OUD. The program also provides a continuum of transitional housing & supportive services to assist individuals in progressing to being substance-free, self-sufficient, and in stable housing, and it is primarily geared towards unhoused individuals with low or no income.
Amount awarded: $25,000.00

Alliance for Healthy Communities, Inc.: Expansion of the Alliance for Healthy Communities initiatives, programs, and events, including youth education, advocacy, and awareness, including peer-to-peer intervention, pro-social involvement, and prevention. Some of these programs include the creation of a youth-led coalition, empowering Pasco's youth to be agents of change; providing educational programs that address youth opioid, methamphetamine, and prescription drug misuse; impaired driving; vaping; and bullying. In addition, the program seeks to continue to review and update community needs assessments to identify local trends, risk and protective factors, and root causes of addiction.
Amount awarded: $361,767.00

BayCare Behavioral Health, Inc.: This co-responder program engages law enforcement agencies to implement a countywide crisis response framework, as well as an interagency law enforcement-behavioral health interagency workgroup that aligns with the objectives of the OTF. This framework will lead to rapid linkage to urgent/emergent crisis support and a community-wide system approach to sustain viable, long-lasting impact.
Amount awarded: $375,000.00

Florida Recovery Schools of Tampa Bay, Inc. (Victory High School): Provides recovery-focused education geared towards adolescents struggling with SUD, MH, and recovery services. The program emphasizes assistance for adolescents with emotional regulation, education, and awareness of the consequences of prescription misuse to increase protective factors to prevent overdoses, addiction, and deaths.
Amount awarded: $181,000.00

Operation PAR: Medication-assisted-treatment (MAT) services to individuals suffering from OUD/SUD will be made available on the weekends, together with on-site psychiatric and MH services to community members in need.
Amount awarded: *$221,153.00*

Pasco Kids First: This program will launch a mobile education and outreach unit to support awareness, prevention education, training for health care providers and first responders, positive parenting information, resources, and referral services for treatment and recovery while conducting street outreach in neighborhoods, parks, schools, and other high traffic areas to children and families at risk.
Amount awarded: $238,350.00

Pasco County BCC – Corrections: Implementation of a substance abuse program within the detention center. The program consists of six FTEs (four correctional officers to set up a new substance abuse housing unit and two substance abuse counselors). The facility did not have a dedicated unit for individuals seeking recovery from OUD/SUD and did not have any MH professionals to support these services. Through this program, the County is looking to provide inmates with a better chance at rehabilitation while confined.
Amount awarded: $1,120,000.00

Pasco County Fire Rescue – Mobile Integrated Health: Coordinated Opioid Recovery (CORE) Program continuation and expansion. Adding additional positions, purchasing three vehicles and maintaining the expenses of three existing ones under the current CORE program.
Amount awarded: $680,000.00

Pasco County Public Safety/Pasco County Sheriff's Office: Construction of a state-of-the-art facility, as well as the acquisition of the necessary equipment and services to meet the mental, physical, and emotional wellness needs of the deputies at the Pasco Sheriff's Office and Pasco County Public Safety. This will include physical conditioning equipment, space for MH services and peer support-related activities, green space for mental relaxation, information technology to assist with the objectives of the centers, and other related equipment for services. The center will preserve the continued health and well-being of all public safety members. The center will also support first responders affected by current addiction by offering support services to provide counseling, support, and a safe place to receive treatment.
Amount awarded for capital: $850,000.00

Pasco County District School Board: The Project was unfunded due to a request in a change of scope post-award. The original allocation for this project was $100,000.00, and those funds will roll into the program funding for Year-3 allocations.

Pasco County System-Level Abatement Projects: Two positions to support the Sixth Judicial District Court, a Magistrate and an Assistant, to help support and expedite hearings for cases of criminal-justice-involved persons in direct relation to OUD/SUD and co-occurring mental health conditions. These funds also fund a Mental Health program for first responders, open to our Fire Rescue team and law enforcement personnel.
Amount awarded: *$750,000.00*
Amount allocated: $694,421.00 *(remainder was added to support other projects, see above).*

Premier Community Healthcare Group, Inc.: Renovation and construction costs of an existing facility to establish an integrated behavioral health/substance use disorder clinic with a pharmacy in Dade City, Florida. This facility, once operational, will serve over 13,000 annual patients (2,973 unduplicated patients) of all ages.
Amount awarded for capital/renovation costs: *$300,000.00.*

Recovery Epicenter Foundation: Creation of a sober living space and respite center to provide recovery housing for 3-14 days for participants seeking help from their SUD. In addition, the center will provide a non-medical withdrawal monitoring program specifically designed to support individuals who are experiencing emotional and physical discomfort but who do not meet the medical threshold for inpatient care at an emergency room or have

the means to check themselves into a private facility.
Amount awarded: $350,000.00

The Hope Shot, Inc.: Will provide recovery housing and sober living by expanding programs and support to those in recovery. This project supports individuals striving to stay sober but lacking the financial means to access supportive housing and sober living scholarships. Additionally, the project provides a safe space for peer recovery meetings and services through the All Ways Center, the County's first Prevention and Recovery Community Center. The center houses other partners like the Alliance for Healthy Communities and their services to expand available opportunities for the community on the west side of the County and along the US-19 corridor.
Amount awarded: *$668,325.00*

Warrior Wellness Program, Inc.: Serves veterans, first responders and their spouses/significant others with MH issues and primary/secondary traumas related to OUD and SUD. This program provides Accelerated Resolution Therapy (ART), Integrative Restoration (iRest) and other non-invasive, evidence-based protocols that effectively help alleviate triggers related to depression and trauma. Through this program, individuals will also be supported through a Peer Support Specialist who is a veteran with lived experience in substance use and addiction.
Amount awarded: *$150,000.00*

Program Monitoring and Evaluation

Regular monitoring and evaluation are actively conducted to ensure the effectiveness of funded programs. Expenditure and narrative reports are submitted via Neighborly to the Support Services Department for review on a monthly and quarterly basis, respectively. Updates of these projects are then submitted for consideration and review by the OTF during their regularly scheduled meetings, and an annual report of these projects is presented to the Board of County Commissioners.

Pasco County will continue to integrate feedback received during publicly held presentations, meetings, and community groups to incorporate a participatory approach to decision-making that prioritizes community needs as part of how these dollars are spent. Through collaborative efforts between organizations and innovative initiatives, we aim to achieve a tangible and positive impact on the lives of our residents and the response to care for OUD/SUD and MH. We are confident that the investments detailed above will continue to leverage, expand, and create new avenues and treatment options that will impact the community for generations to come.

Should you need any additional information, please do not hesitate to contact our office.

Sincerely,



Paula Baracaldo
Director, Support Services – Public Services Branch
Chair, Pasco County Opioid Task Force
pbaracaldo@mypasco.net

PB/lb

Attachments:
1. Project Funding Recommendation List
2. Project Funding – Revised Recommendations

cc: Cathy Pearson, Asst. County Administrator – Public Services
Robert C. Hale, Esq., Asst. County Attorney
Members of the Pasco County Opioid Task Force

SPS-Public Services 2025-2026

Project No.	Applicant/Organization	Proposed Project Name	Amount Requested	Score	CITY/COUNTY Amount to Fund	Funds Remaining	REGIONAL* Amount to Fund	Funds Remaining	2026
					$ 503,244.47	$ (503,244.47)	$ 4,533,431.74	$ (4,533,431.74)	
3	BayCare Behavioral Health, Inc.	Advancing Opiate Treatment and Recovery - East Pasco Urgent Care Center	$ 697,896.00	4.64		$ 503,244.47	$ 697,896.00	$ 3,835,535.74	$ 697,896.00
13	Premier Community HealthCare Group, Inc.	Premier's Integration Initiative: Access to Care for Pasco Residents with OUD & Any Co-Occurring SUD/MH Conditions	$ 356,335.50	4.52	$ -	$ 503,244.47	$ 336,335.50	$ 3,499,200.24	$ 336,335.50
15	The Hope Shot	The Bridge to Recovery	$ 961,867.00	4.41	$ -	$ 503,244.47	$ 961,867.00	$ 2,537,333.24	$ 961,867.00
12	Pasco Kids First	Opioid/Substance and Child Abuse Prevention Project	$ 240,987.99	4.37	$ -	$ 503,244.47		$ 2,537,333.24	$ -
2	Alliance for Healthy Communities	Alliance 3.0: Advancing the Mission	$ 369,150.00	4.26	$ 267,742.58	$ 235,501.89	$ 90,332.92	$ 2,447,000.32	$ 358,075.50
4	Boys & Girls Clubs of Greater Tampa Bay	Pasco County Opioid Prevention Initiative	$ 294,737.00	4.24	$ -	$ 235,501.89		$ 2,447,000.32	$ -
9	Operation PAR	MAPS Pasco Mobile SUD Treatment	$ 1,106,245.36	4.24	$ -	$ 235,501.89		$ 2,447,000.32	$ -
10	Pasco County Corrections	Inmate Medical/Drug Treatment Resiliency Program	$ 1,120,000.00	4.18	$ -	$ 235,501.89	$ 1,120,000.00	$ 1,327,000.32	$ 1,120,000.00
16	Van Gogh's Palette Inc dba Vincent House	Vincent House Recovery Through Work	$ 150,000.00	4.12	$ -	$ 235,501.89	$ 60,000.00	$ 1,267,000.32	$ 60,000.00
1	Ace Opportunities, Inc	Ace Opportunities Rise Up 2025	$ 53,000.00	4.11	$ 53,000.00	$ 182,501.89	$ -	$ 1,267,000.32	$ 53,000.00
8	One Community Now	Pasco Recovery and Stabilization Network (Serving Veterans & Community Members Impacted by Opioids)	$ 459,400.00	4.10	$ 97,501.89	$ 85,000.00		$ 1,267,000.32	$ 97,501.89
11	Pasco County Fire Rescue / Human Services	Pasco Thrive - A joint collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services	$ 1,102,000.32	4.10	$ -	$ 85,000.00	$ 1,102,000.32	$ 165,000.00	$ 1,102,000.32
7	Live Tampa Bay	Partnerships for Pasco	$ 934,429.87	4.04	$ -	$ 85,000.00		$ 165,000.00	$ -
17	Warrior Wellness Program	Prevention and Treatment for Warriors at Risk or with Substance Use Disorder	$ 232,600.00	3.93	$ -	$ 85,000.00	$ 150,000.00	$ 15,000.00	$ 150,000.00
5	Florida Recovery Schools of Tampa Bay, Inc.	Victory High School	$ 181,000.00	3.75	$ 85,000.00	$ -	$ 15,000.00	$ 0.00	$ 100,000.00
6	Help-Us Help-U, Inc.	Unify Pasco Recovery Hub	$ 925,000.00	3.56	$ -	$ -	$ -	$ 0.00	$ -
14	Stage Analytics Inc.	Stage CARES	$ -		$ -	$ -	$ -	$ 0.00	$ -
					$ 503,244.47	$ (503,244.47)	$ 4,533,431.74	$ (4,533,431.74)	$ 5,036,676.21
		TOTAL REQUESTED	$ 9,184,649.04						

STEPS to Recovery, Inc.
Housing (Shelter, Transitional, & Supported), Case Management, and Advocacy for Homeless Veterans

4507 Mayflower Dr. New Port Richey, FL 34652-5144	PO Box 1117 Elfers, FL 34680-1117

Office: 727-848-8100 esther.valiente@steps-npr.org **Fax: 727-848-8111**

Opiod Task Force of Pasco County
RE: Trouble Creek Project – Transitional Housing for Homeless Veterans with Substance Use Disorders

We respectfully request your consideration for up to **$437,337.00** in additional funding to complete construction and furnish our transitional housing development. This support will ensure we meet all code, safety, and programmatic requirements to meet our accelerated timeline amid seasonal challenges.

Project Overview

Our contractor has reached the halfway point of building thirty efficiency units designed to support homeless veterans in early recovery. Originally budgeted with a **$124,012.00** contingency, but new requirements have exceeded that allowance.

Budget Adjustments and Unforeseen Costs

- **Davis-Bacon Wage Classification ("Commercial")**
  The Department of Labor defines "residential" as single-family homes or buildings up to four stories. Our project was bid under standard Building Code rates, (residential) but DOL's commercial wage mandate increased costs by **$116,337.00.**
- **Fire Safety Upgrades**
  Per the Fire Inspector's directive, we must install a fire valve and access panels in each unit—totaling **$40,000**. Current Change Order.
- **Furnishings & Appliances**
  Completing each unit requires small refrigerators, toaster ovens, beds, and dressers. We estimate **$25,000** for these essential items.
- **Contingency for Delays & Material Escalation**
  To account for potential hurricane delays, material price increases, and additional Change Orders we propose a **$250,000** buffer.

We appreciate your partnership and commitment to supporting veterans in recovery. Your prompt consideration will allow us to deliver safe, dignified housing on schedule.

Sincerely,

Esther Valiente

Esther Valiente, BA. CRSS
Clinical Director, BOD Secretary

Old Business - Distributed by Madam Chair Baracaldo

PASCO COUNTY FLORIDA
SUPPORT SERVICES

Grant Applicant Checklist - Opioid TPRF Year 3 (2025)

Applicant Name: *Alliance for Healthy Communities, Inc.*
Current Subrecipient: Yes
Most Recent Award: 2024 (Year 2)
Award Term: 10/01/2024-03/16/2026 (with extension - 18 months)*
New Applicant: No
Returning Applicant: Yes

	Returning Applicants ONLY		
	Expenditure Rates		**NOTES**
1	Has the applicant met their expected expenditure rates?	No	The applicant has not met their expected expenditure rates more often than they have met their expected rates during the term of their Year 1 and 2 agreements.
	Change Orders		
2	Has the applicant requested an extension for previous projects?	Yes	The applicant has requested a 90-day extension for the Year 1 and Year 2 agreements.
3	Has the applicant requested a budget amendment for previous projects?	Yes	The applicant has requested a budget reallocation for the Year 1 agreement.
4	Has the applicant requested a scope of work amendment for previous projects?	No	
	Invoice Submission		
5	Has the applicant submitted invoices on time to the County?	Yes	
	Responsiveness in Communication		
6	Has the applicant been responsive to requests for information (24-48 hours)?	Yes	
	Compliance & Responsible Spending		
7	Has the applicant had any **opioid funds recaptured** in the last 3 years?	No	
8	Has the applicant had any County opioid grant **agreements/contracts terminated** in the last 3 years?	No	
9	Has the applicant **returned any opioid funding** in the last 3 years?	Yes	The applicant anticipates returning approximately $795.12 from the Year 1 award. Final invoices have been submitted and are pending review.

Opioid Task Force
Old Business - Distributed by Staff
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10	Has the applicant **submitted required reports on time** to the County?	No	The applicant submitted 4 out of 6 reports on time for Year 1. The applicant submitted 1 out of 2 reports on time for Year 2.
11	Does the applicant currently have any projects that **have not submitted an invoice in the past 120** days?	No	
12	Has the applicant received any **Compliance Letters/Work Plan Requests from PCSPS** in the last 3 years?	No	
13	If applicant did receive **Compliance Letters** from PSSPS **in the last 3 years**, did they respond in a timely manner?	No	
14	Has the applicant received any requests for a **Compliance Meeting from PCSPS in the last 3 years**? If yes, what were the results?	No	
15	Has applicant been **monitored by PCSPS in the last 3 years**?	Yes	The overall monitoring process administered by PCSPS is ongoing. A formal desk review and site visit for the applicant's 2023 (Year 1) grant closeout is being formalized.
16	If the **applicant was monitored by PCSPS in the last 3 years,** did the applicant receive any findings?	No	No findings to date.
	Outcomes & KPIs		
17	Did the applicant **meet the goals they set for previous** projects?	Yes	See attachments for most recent KPI provided.

Attachments Included:

1. Year 1 Projects - May 2025 Expenditure Report (Sheet 2)
2. Year 2 Projects - May 2025 Expenditure Report (Sheet 3)
3. Approved SPS25-0032 Interoffice Memo - 90-Day Extension Request to Extend Year 1 Grant Te
4. Approved SPS25-0037 Interoffice Memo - 90 Day Extension Request to Extend Year 2 Grant Te
5. Alliance Budget Reallocation Request PDF
6. Approved Alliance Budget Reallocation Request Email
7. Neighborly Scheduled Reports_2025-06-30 (Sheet 4)
8. KPI OTF Year 1 (Sheets 5-9)

Notes:

* According to Terms and signature date for the agreement (see Article IV and V for reference).

Opioid Treatment, Prevention, and Recovery Fund
Year 1 Projects - May 2025 Expenditure Report

Agency	Amount Funded	Amount Requested (YTD)	Amount Disbursed (YTD)	Amount Remaining	Rate (Actual)	Rate (Expected)	Term	Extension
Ace Opportunities	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ -	100%	100.00%	1 year	
Alliance for Healthy Communities	$ 200,000.00	$ 145,507.76	$ 130,052.67	$ 69,947.33	73%	94.44%	1 year	90 days
BayCare Behavioral Health (Services)	$ 3,086,783.00	$ 266,243.00	$ 131,144.76	$ 2,955,638.24	9%	43.59%	3 years	
BayCare Behavioral Health (Capital)	$ 484,753.00	$ 372,132.69	$ 197,876.18	$ 286,876.82	77%	40.48%	3 years	
FL Recovery Schools	$ 61,000.00	$ 59,916.43	$ 59,916.43	$ 1,083.57	98%	100.00%	1 year	
Pasco Kids First	$ 286,000.00	$ 146,414.46	$ 146,414.46	$ 139,585.54	51%	94.44%	1 year	90 days
Premier Community Healthcare	$ 600,000.00	$ 446,111.44	$ 389,241.05	$ 210,758.95	74%	65.38%	2 years	
Steps to Recovery (Capital)	$ 3,000,000.00	$ 297,395.08	$ 297,395.08	$ 2,702,604.92	10%	41.46%	3 years	
The Hope Shot	$ 138,950.00	$ 138,950.00	$ 138,950.00	$ -	100%	100.00%	1 year	90 days
WestCare GulfCoast FL	$ 297,803.00	$ 111,818.38	$ 82,508.15	$ 215,294.85	38%	44.74%	3 years	
Totals	**$ 8,180,289.00**	**$ 2,009,489.24**	**$ 1,598,498.78**	**$ 6,581,790.22**				

Actual Expenditure Rate Below 5% of Expected Rate

Opioid Treatment, Prevention, and Recovery Fund
Year 2 Projects - May 2025 Expenditure Report

| Agency | | |

Case Id	Name	Period	Due Date	Status	# Files	Submitted By	Submitted Date
30017	Ace Opportunities	12/1/2023-2/29/2024	03/15/2024	Complete	0	fsaceopportunities@yahoo.com	06/27/2024
30017	Ace Opportunities	3/1/2024-5/31/2024	06/15/2024	Complete	0	fsaceopportunities@yahoo.com	06/27/2024
30017	Ace Opportunities	6/1/2024-8/31/2024	09/15/2024	Complete	0	fsaceopportunities@yahoo.com	09/15/2024
30017	Ace Opportunities	9/1/2024-11/30/2024	12/15/2024	Complete	1	fsaceopportunities@yahoo.com	12/28/2024
30017	Ace Opportunities	12/1/2024-2/28/2025	03/15/2025	Past Due	0		
30017	Ace Opportunities	3/1/2025-5/31/2025	06/15/2025	Past Due	0		
30059	Ace Opportunities 2024	10/1/2024-12/31/2024	01/15/2025	Complete	0	fsaceopportunities@yahoo.com	03/05/2025
30059	Ace Opportunities 2024	1/1/2025-3/31/2025	04/15/2025	Complete	0	fsaceopportunities@yahoo.com	04/07/2025
30021	Alliance for Health Communities, Inc.	12/1/2023-2/29/2024	03/15/2024	Complete	1	kellie@empoweredcommunities.org	03/14/2024
30021	Alliance for Health Communities, Inc.	3/1/2024-5/31/2024	06/15/2024	Complete	1	kellie@empoweredcommunities.org	06/24/2024
30021	Alliance for Health Communities, Inc.	6/1/2024-8/31/2024	09/15/2024	Complete	1	rik@empoweredcommunities.org	09/14/2024
30021	Alliance for Health Communities, Inc.	9/1/2024-11/30/2024	12/15/2024	Complete	1	kellie@empoweredcommunities.org	12/11/2024
30021	Alliance for Health Communities, Inc.	12/1/2024-2/28/2025	03/15/2025	Complete	1	kellie@empoweredcommunities.org	04/10/2025
30021	Alliance for Health Communities, Inc.	3/1/2025-5/31/2025	06/15/2025	Complete	0	kellie@empoweredcommunities.org	06/11/2025
30037	Alliance For Healthy Communities, Inc	10/1/2024-12/31/2024	01/15/2025	Complete	0	kellie@empoweredcommunities.org	02/19/2025
30037	Alliance For Healthy Communities, Inc	1/1/2025-3/31/2025	04/15/2025	Complete	1	kellie@empoweredcommunities.org	04/10/2025
30014	BayCare Behavioral Health, Inc.	12/1/2023-2/29/2024	03/15/2024	Complete	1	rgiannico@pascocountyfl.net	04/19/2024
30014	BayCare Behavioral Health, Inc.	3/1/2024-5/31/2024	06/15/2024	Complete	0	alexandra.licwinko@baycare.org	06/25/2024
30014	BayCare Behavioral Health, Inc.	6/1/2024-8/31/2024	09/15/2024	Complete	0	alexandra.licwinko@baycare.org	09/13/2024
30014	BayCare Behavioral Health, Inc.	9/1/2024-11/30/2024	12/15/2024	Complete	0	alexandra.licwinko@baycare.org	12/17/2024
30014	BayCare Behavioral Health, Inc.	12/1/2024-2/28/2025	03/15/2025	Complete	0	alexandra.licwinko@baycare.org	04/03/2025
30014	BayCare Behavioral Health, Inc.	3/1/2025-5/31/2025	06/15/2025	Complete	0	rachel.tatem@baycare.org	06/11/2025
30038	BayCare Behavioral Health, Inc.	10/1/2024-12/31/2024	01/15/2025	Complete	0	rachel.tatem@baycare.org	03/06/2025
30038	BayCare Behavioral Health, Inc.	1/1/2025-3/31/2025	04/15/2025	Complete	0	rachel.tatem@baycare.org	04/14/2025
30019	Florida Recovery Schools of Tampa Ba	12/1/2023-2/29/2024	03/15/2024	Complete	2	frsoftb@gmail.com	03/07/2024
30019	Florida Recovery Schools of Tampa Ba	3/1/2024-5/31/2024	06/15/2024	Complete	1	frsoftb@gmail.com	06/17/2024
30019	Florida Recovery Schools of Tampa Ba	6/1/2024-8/31/2024	09/15/2024	Complete	34	frsoftb@gmail.com	09/15/2024
30019	Florida Recovery Schools of Tampa Ba	9/1/2024-11/30/2024	12/15/2024	Complete	26	frsoftb@gmail.com	12/16/2024
30019	Florida Recovery Schools of Tampa Ba	12/1/2024-2/28/2025	03/15/2025	Complete	1	frsoftb@gmail.com	04/22/2025
30019	Florida Recovery Schools of Tampa Ba	3/1/2025-5/31/2025	06/15/2025	Past Due	0		
30057	Florida Recovery Schools of Tampa Ba	10/1/2024-12/31/2024	01/15/2025	Complete	1	frsoftb@gmail.com	03/06/2025
30057	Florida Recovery Schools of Tampa Ba	1/1/2025-3/31/2025	04/15/2025	Complete	1	frsoftb@gmail.com	04/07/2025

30060	Operation PAR	10/1/2024-12/31/2024	01/15/2025	Complete	0	jmiller@operpar.org	03/07/2025
30060	Operation PAR	1/1/2025-3/31/2025	04/15/2025	Complete	0	jessenburg@operpar.org	04/15/2025
30016	Pasco Kids First	12/1/2023-2/29/2024	03/15/2024	Complete	0	mtrepper@pascokidsfirst.org	04/09/2024
30016	Pasco Kids First	3/1/2024-5/31/2024	06/15/2024	Complete	1	mtrepper@pascokidsfirst.org	07/15/2024
30016	Pasco Kids First	6/1/2024-8/31/2024	09/15/2024	Complete	1	mtrepper@pascokidsfirst.org	09/12/2024
30016	Pasco Kids First	9/1/2024-11/30/2024	12/15/2024	Complete	2	rlovering@pascokidsfirst.org	12/20/2024
30016	Pasco Kids First	12/1/2024-2/28/2025	03/15/2025	Complete	1	rlovering@pascokidsfirst.org	03/14/2025
30016	Pasco Kids First	3/1/2025-5/31/2025	06/15/2025	In Progress	0		
30050	Pasco Kids First	10/1/2024-12/31/2024	01/15/2025	Complete	3	rlovering@pascokidsfirst.org	05/22/2025
30050	Pasco Kids First	1/1/2025-3/31/2025	04/15/2025	Complete	3	rlovering@pascokidsfirst.org	05/22/2025
30052	PC BOCC - Corrections - Inmate MAT I	10/1/2024-12/31/2024	01/15/2025	Complete	0	ddurkinmedina@pascocorrections.net	04/04/2025
30052	PC BOCC - Corrections - Inmate MAT I	1/1/2025-3/31/2025	04/15/2025	Complete	2	ddurkinmedina@pascocorrections.net	05/01/2025
30035	PC BOCC - Fire Rescue - Mobile Integr	10/1/2024-12/31/2024	01/15/2025	Complete	0	emunroe@pascocountyfl.net	03/06/2025
30035	PC BOCC - Fire Rescue - Mobile Integr	1/1/2025-3/31/2025	04/15/2025	Complete	0	emunroe@pascocountyfl.net	04/09/2025
30047	PC BOCC - Public Safety - Mental Heal	10/1/2024-12/31/2024	01/15/2025	Complete	1	rchalmers@pascocountyfl.net	01/16/2025
30047	PC BOCC - Public Safety - Mental Heal	1/1/2025-3/31/2025	04/15/2025	Complete	1	rchalmers@pascocountyfl.net	04/11/2025
30049	PC BOCC - Public Safety Joint Sheriff's	10/1/2024-12/31/2024	01/15/2025	Complete	0	jross@pascosheriff.org	01/16/2025
30049	PC BOCC - Public Safety Joint Sheriff's	1/1/2025-3/31/2025	04/15/2025	Complete	0	jross@pascosheriff.org	04/24/2025
30015	Premier Community HealthCare Grou	12/1/2023-2/29/2024	03/15/2024	Complete	2	cpollock@hcnetwork.org	03/15/2024
30015	Premier Community HealthCare Grou	3/1/2024-5/31/2024	06/15/2024	Complete	2	cpollock@hcnetwork.org	06/13/2024
30015	Premier Community HealthCare Grou	6/1/2024-8/31/2024	09/15/2024	Complete	2	cpollock@hcnetwork.org	09/13/2024
30015	Premier Community HealthCare Grou	9/1/2024-11/30/2024	12/15/2024	Complete	2	cpollock@hcnetwork.org	12/13/2024
30015	Premier Community HealthCare Grou	12/1/2024-2/28/2025	03/15/2025	Complete	2	cpollock@hcnetwork.org	03/17/2025
30015	Premier Community HealthCare Grou	3/1/2025-5/31/2025	06/15/2025	Complete	2	cpollock@hcnetwork.org	06/13/2025
30046	Premier Community HealthCare Grou	10/1/2024-12/31/2024	01/15/2025	Complete	1	cpollock@hcnetwork.org	03/07/2025
30046	Premier Community HealthCare Grou	1/1/2025-3/31/2025	04/15/2025	Complete	1	cpollock@hcnetwork.org	04/15/2025
30033	Recovery Epicenter Foundation	10/1/2024-12/31/2024	01/15/2025	Complete	0	lindsey@recoveryepicenterfoundation.org	02/19/2025
30033	Recovery Epicenter Foundation	1/1/2025-3/31/2025	04/15/2025	Complete	1	lindsey@recoveryepicenterfoundation.org	05/02/2025
30062	Sixth Judicial Circuit Court - Positions	10/1/2024-12/31/2024	01/15/2025	In Progress	0		
30062	Sixth Judicial Circuit Court - Positions	1/1/2025-3/31/2025	04/15/2025	In Progress	0		
30020	Steps to Recovery, Inc.	12/1/2023-2/29/2024	03/15/2024	Complete	2	leeann.cox@steps-npr.org	03/11/2024
30020	Steps to Recovery, Inc.	3/1/2024-5/31/2024	06/15/2024	Complete	4	leeann.cox@steps-npr.org	06/20/2024
30020	Steps to Recovery, Inc.	6/1/2024-8/31/2024	09/15/2024	Complete	5	esther.valiente@steps-npr.org	10/04/2024

30020	Steps to Recovery, Inc.	9/1/2024-11/30/2024	12/15/2024	Complete	3	linda.rummer@steps-npr.org	12/19/2024
30020	Steps to Recovery, Inc.	12/1/2024-2/28/2025	03/15/2025	Complete	0	linda.rummer@steps-npr.org	04/01/2025
30020	Steps to Recovery, Inc.	3/1/2025-5/31/2025	06/15/2025	Past Due	0		
30018	The Hope Shot	12/1/2023-2/29/2024	03/15/2024	Complete	7	justin.m@thehopeshot.org	03/13/2024
30018	The Hope Shot	3/1/2024-5/31/2024	06/15/2024	Complete	4	justin.m@thehopeshot.org	06/18/2024
30018	The Hope Shot	6/1/2024-8/31/2024	09/15/2024	Complete	6	justin.m@thehopeshot.org	09/15/2024
30018	The Hope Shot	9/1/2024-11/30/2024	12/15/2024	Complete	17	justin.m@thehopeshot.org	01/17/2025
30018	The Hope Shot	12/1/2024-2/28/2025	03/15/2025	Complete	17	justin.m@thehopeshot.org	04/07/2025
30018	The Hope Shot	3/1/2025-5/31/2025	06/15/2025	Past Due	0		
30039	The Hope Shot	10/1/2024-12/31/2024	01/15/2025	Complete	9	justin.m@thehopeshot.org	03/27/2025
30039	The Hope Shot	1/1/2025-3/31/2025	04/15/2025	Complete	18	justin.m@thehopeshot.org	04/28/2025
30056	Warrior Wellness Program, Inc.	10/1/2024-12/31/2024	01/15/2025	Complete	1	patty@warriorwellnessprogram.org	02/05/2025
30056	Warrior Wellness Program, Inc.	1/1/2025-3/31/2025	04/15/2025	Complete	1	patty@warriorwellnessprogram.org	04/16/2025
30023	WestCare GulfCoast-Florida, Inc.	12/1/2023-2/29/2024	03/15/2024	Complete	1	ronda.lieberman@westcare.com	03/13/2024
30023	WestCare GulfCoast-Florida, Inc.	3/1/2024-5/31/2024	06/15/2024	Complete	1	ronda.lieberman@westcare.com	07/08/2024
30023	WestCare GulfCoast-Florida, Inc.	6/1/2024-8/31/2024	09/15/2024	Complete	2	ronda.lieberman@westcare.com	10/04/2024
30023	WestCare GulfCoast-Florida, Inc.	9/1/2024-11/30/2024	12/15/2024	Complete	1	ronda.lieberman@westcare.com	02/12/2025
30023	WestCare GulfCoast-Florida, Inc.	12/1/2024-2/28/2025	03/15/2025	Complete	1	ronda.lieberman@westcare.com	06/04/2025
30023	WestCare GulfCoast-Florida, Inc.	3/1/2025-5/31/2025	06/15/2025	Complete	1	ronda.lieberman@westcare.com	06/04/2025

[illegible]	[illegible]	[illegible]	Progress												
			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			5th & 6th Adl Quarters
[illegible]	[illegible]	[illegible]	Target	Actual	Trend	Target	Actual	Trend	Target	Actual	Trend	Target	Actual	Trend	
Goal 1: Increase capacity and sustainability of coalitions ASAP and STAND by increasing ASAP General Membership by 3% and increasing STAND by 5%	KPI 1.1 By the end of FY, Executive Director will update Community Needs Assessment and indicator report with data from multiple community level sources through strategic relationships build by attending meetings and reporting on trends to key community partners.	Yearly	ent Complet	Complete, Need additional staff f	Needs Assessment Complete	Yr Comple	Complete	Complete	Complete	Complete	Complete	complete	complete	complete	Complete complete complete
	KPI 1.2 By the end of FY, ASAP will host a minimum of 9 monthly general membership meetings and 8 Opioid/RX Committee Meetings to review data trends, identify new resources, and build collaborative initiatives to address local conditions.	Yearly	2 GM, 2RX	2GM, 1RX	2GM, 2RX	3GM, 3RX	3GM, 3RX	Complete	3GM, 3RX	3GM, 2RX	3GM, 3RX	2GM 2RX	2GM2RX	2GM 2RX	2GM 2 RX 4GM 4RX 2GM 2RX
	KPI 1.3 By the end of FY, ASAP will develop and begin to implement an ASAP Orientation and Training to help recruit new members and build the capacity of each coalition to reach multiple sectors of the community.	Yearly	In collabora	Orientation Meeting Scheduled	Orientation Meeting Scheduled	Planning	SAPST One Day Training Complete	Trainings complete	r Day TrainaPST	Four Day Training Compl	Training Complete	complete	complete	complete	Complete complete complete
	KPI 1.4 By the end of FY, STAND will host a minimum of 9 monthly general membership meetings to build peer based initiatives to prevent substance misuse and promote mental well-being.	Yearly	Meetings He	3 Meetings	2-3 Meetings	a youth surr	3 meetings		3 Meetings	2 Meetings	2-3 Meetings	2	3	2	Target: 2 Actual: 4 Trend: 2
	KPI 1.5 By the end of FY, STAND will plan, co-host, and participate in at least one youth leadership summit with the objective of building the capacity to implement the SPF and advocate for prevention initatives.	Yearly	Varating and	Planning begun	Planning Phase	complete	complete	Complete	Complete	Complete	Complete	complete	complete	complete	Complete complete complete
	KPI 1.6 By the end of FY, at least one more school or comm unity partner will be engaged into an existing STAND club or start a new STAND club to build youth leadership opportinities.	Yearly	nning beginr	Planning begun	Planning Phase	anning pha	planning phase	Planning phase	Planning	Planning	Planning	1	varies	1	Complete complete complete
	KPI 1.7 By the end of FY 2026 ASAP will recruit at least three new ASAP members to enhance the capacity of the coalition to set standards and build resources related to pain management, SUD treatment, and recovery resources.	Every Three Years	recruitmen	1 recruitment	Varies per Quarter	2 recruited	2-Jan	2 recruited	Planning	Planning	Planning	3	varies	3	Target: 2 Actual: 7 Trend: 2-3

[illegible]	[illegible]	[illegible]	Progress												
[illegible]	[illegible]	[illegible]	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			5th and 6th Quarters Additional
			Target	Actual	Trend	Target	Actual	Trend	Target	Actual	Trend	Target	Actual	Trend	
Reduce stigma around substance misuse and increase access to Recovery Based Systems of Care (RDSC) as shown by ASAP community surveys, STAND focus grounds, and key stakeholder interviews.	KPI 2.1 By the end of each FY, ASAP will host or co-host at least one conference/summit to build capacity, and educate and engage the community on prevention, treatment, and recovery supports to reduce stigma and build the capacity of the community to address substance use disorders.	Yearly	Venue and S	Secured Venue/Speaker	Planning Phase	Planning	8 (in plann	0	1	8-Aug	1	complete	complete	complete	complete complete complete
	KPI 2.2 By the end of each FY, ASAP will host a Narcotics Overdose Prevention and Education (NOPE) Candlelight Vigil to honor the lives lost to addiction, build hope that people can recover, learn prevention and intervention strategies, and reduce stigma for seeking help.	Yearly	lanning Phas	Secured Date and Venue	Planning Phase	Planning	te Confirm	planning	inal Planni	Final Planni	nning phas	Due to Hi	0	In planning	Hurricane Postponed Event, Oct 6 2025 planning date
	KPI 2.3 By the end of each FY, ASAP will host a Walk for Recovery to reduce stigma and build hope that people can and do recover from addiction.	Yearly	lanning Phas	Secured Date and Venue	Planning Phase	Planning	d venue, co	planning	inal Planni	Final Planni	nning pha	Complete	complete	complete	complete complete complete
	KPI 2.4 By the end of each FY, ASAP will encourage calling 9-1-1 in suspected drug overdoses and drug related injuries by distribution of a minimum of 10,000 Good Samaritan Life Saver post-cards, explaining the Good Samaritan Law at health fairs, presentations and key locations within high-risk zip codes.	Yearly	2500	500	Varies based on funding	2500	1000	ries on fund	2500	4000	1500-2000	5000	varies	5000	5000 7200 varies
	least four #ChangeTheLanguage presentations promoting the stigma pledge and community survey on stigma found on www.empoweredcommunities.org. Evaluation results will be shared annually with ASAP Membership, Board of Directors, and Board of County Commissioners to build the awareness and capacity of the county to address stigma.	Yearly	Presentatior	1 Presentation	Varies	2	2	3	2	1	Varies	0	varies	complete	complete complete complete
	KPI 2.6 By the end of each FY, ASAP and STAND will reach 150,000 individuals via our social and traditional media campaigns to reduce stigma. Intercept surveys will evaluate visibility and effectiveness of messaging.	Yearly	347,500	18900 SM, 198,464 tradit	Varies based on funding	10,000	109096	ries on fund	10,000	119,791	ries on fund	120,000	120000	varies	Complete Actual: 174,463. Trend Varies

[illegible]	[illegible]	[illegible]	Progress												
[illegible]	[illegible]	[illegible]	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			5th and 6th Quarter Additional
			Target	Actual	Trend	Target	Actual	Trend	Target	Actual	Trend	Target	Actual	Trend	
Goal 3: Increase perceived risk of opioid misuse in adults resulting in a decrease of overdoses due to opioids by 5% in 2026.	KPI 3.1 - By the end of each FY, ASAP will distribute a minimum of 2000 DOSC Kits that promote safe disposal of unused and expired medication in the home via tabling at health fairs and making kits available to participants of all project activities.	Yearly	500	700	Varies on Events, Apx 100	500	2000	ries on fund	500	1000	aries on eve	1000	1180	varies	Target 100 Actual 2500 Trend 1000
	KPI 3.2- By the end of each FY, ASAP and STAND mentors will educate at least 200 parents via parent workshops or other forms to increase parents perceived importance of securing alcohol and prescription drugs in the home and increase knowledge of social host laws.	Yearly	50	d Youth Coordinator to be onb	Varies based on Staffing	50	ator to takeries on staff		50	100	aries on eve	100	150	varies	Target 100 Actual 97 Varies
	KPI 3.3- By the end of each FY, ASAP will conduct at least ten presentations teaching over 200 providers, school personell, persons at high-risk, family members, and other adults about opioid addiction, medication safety, and how to prevent and manage opioid overdose utilizing the SAMHSA Opioid Toolkit.	Yearly	2.5	3 Presentations, 55 Participant	Varies based on Staffing	2.5	tions, 100 p	varies	2.5	itions, 70 paries on eve		2.5	2	varies	Target 2.5. Actual 5 Trend Varies
	KPI 3.4-By the end of each FY, ASAP partners providing naloxone will collaborate with ASAP to ensure ready access of the life saving drug by coordinating at least two presentations on naloxone in targeted geographic locations in the county.	Yearly	e with RX/Opio	Planning Phase	Planning Phase	Planning	Planning	Planning	Planning	Planning	Planning	2	2	varies	Target 2 Actual 2 Trend Varies

KPI	Objective	Reporting Frequency	Progress												
			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			5th & 6th Quarter Additional
			Target	Actual	Trend	Target	Actual	Trend	Target	Actual	Trend	Target	Actual	Trend	
Goal 4: Increase by 2% community connectedness and enhanced access to resources for pro-social involvement for youth and families as measured by the 2026 FYSAS.	KPI 4.1- By the end of FY3, at least two different geographic regions of Pasco County will develop a new STAND club that conducts activities that support the youth coalitions' alchohol, vaping, marijuana or opioid initiatives while providing consistent pro-social outlets for teens.	Every Three Years	anning Pha	Planning Phase	anning Pha	1 Location	1 Location	Varies	1 location	0	Varies	2	1	varies	2 New Clubs initiated
	KPI 4.2- By the end of each FY, ASAP and STAND will participate in at least four community health fairs in order to increase perceived relevancy of prevention, wellness and recruit general population to become involved with ASAP and STAND, resulting in an increase of membership to each coalition by 5% in 2026.	Yearly	1	0	ordinator C	1	3	Varies	1	0	Varies	1	6	3	Target: 1 Actual: 14 Trend: 3-4
	KPI 4.3-By the end of each FY, ASAP and STAND will participate in at least four community health fairs in order to increase perceived relevancy of alcohol use, marijuana, and opioids in general health and wellness and recruit health care community and general population to become involved with local prevention initiatives through ASAP and STAND.	Yearly	1	0	ordinator C	1	3	Varies	1	0	Varies	1	1	1	Target:2 Actual: 2 Trend: 1
	KPI 4.4- By the end of each calendar year, ASAP will support at least one community proclamation that is designated to recognize the work of youth and youth-serving organizations, champion community connectedness and prevention initiatives.	Yearly	anning Pha	Planning Phase	anning Pha	ons for Alc	2	2	1	0	Varies	3	3	3	Target: 1 Actual: 2 Trend: 1
	KPI 4.5- ASAP will host at least one event each quarter (e.g., town hall, conference, training, summit, etc.) with a goal of 25% of participants requesting to join at least one new community group and 70% reporting feeling more connected to the community.	Quarterly	1	n Planning for 2 Event	anning Pha	1	ants, Over 200 particip	Varies	1	over 475 pa	Varies	2	2	2	Target: 1 Actual: 3 Trend: 1
	KPI 4.6-By the end of each FY, STAND will host at least four youth wellness activities with the objective of increasing opportunities for pro-social extra-curricular activities for youth.	Yearly	anning Phase, 1 Event scheduled		anning Pha	1	vith one more in progr	Varies	1	1 event	Varies	1	1	1	Target: 1 Actual: 1 Average: 1

[illegible]	[illegible]	[illegible]	[illegible]													
[illegible]	[illegible]	[illegible]	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			5th & 6th Quarter Additional
			Target	Actual	Trend	Target	Actual	Trend	Target	Actual	Trend	Target	Actual	Trend	
Goal 5: Increase perceived risk of substance misuse in youth resulting in a decrease of youth reporting early initiation of drug use by 2% in the 2026 FYSAS.	KPI 5.1- By the end of each FY, ASAP and STAND will conduct a minimum of 20 presentations of the Botvin Life Skills training prescription drug misuse prevention model to a minimum of 500 sixth-ninth graders during observation weeks (e.g. Red Ribbon Week, NIDA Drug Facts Week, National Prevention Week, etc.).	Yearly	1	0 Need Add'l Staff	0	1	0	ess with adc	10	46	varies	500	543	varies	500/543/Varies
	KPI 5.1- By the end of each FY, ASAP and STAND will conduct a minimum of 20 presentations of the Botvin Life Skills training prescription drug misuse prevention model to a minimum of 500 sixth-ninth graders during observation weeks (e.g. Red Ribbon Week,	Yearly	anning Pha	0 Need Add'l Staff	0	Planning	Planning with new staf	Varies	Planning	ing with nev	0	Planning	ing with Nev	Planning	October Date In Progress
	KPI 5.2- By end of FY 2024, ASAP will conduct a bi-lingual focus group to review SAMHSA "Talk, They Hear You" campaign messaging and develop a plan for dissemination of bi-lingual digital, radio, TV and out of home ads that reach at least 50,000 adults with PSA's and 250,000 digital impressions each year to help parents feel more confident talking about alcohol, marijuana, and opioids to their children.	Yearly	anning Pha	0	0	Planning	Planning with new staf	Planning	Planning	ing with nev	0	e with partnal	Funding	0	Campaign in Progress
	KPI 5.3- At a minimul of every other FY, ASAP and STAND will conduct a SAMHSA Communities Talk Town Hall Meeting to prevent underage drinking to share current data trends and building community mobilization efforts. Exit surveys will show an increase in perceived risk of underage alcohol use.	Every other Year	anning Pha	Planning Phase	lanning Pha	Planning	Planning with new staf	Planning	PLanning	ing with nev	Planning	60	80	varies	Applying for Stipend
	KPI 5.4 - By end of FY 2, ASAP and STAND will implement a prescription drug misuse prevention multi-media campaign contest. Local youth programs such as the 4H Clubs, Sheriff's Office Explorers Club, Student Government Organizations, and Students Against Destructive Decisions will be encouragad to submit entries for at least one winner each year. Winning entries will be promoted via social and traditionel media resulting in 200,000 unique impressions.	Yearly	anning Pha	0 Need Add'l Staff	leed Add'l S	Planning	Planning with new staf	Planning	Planning	ing with nev	Planning	1	Working on	Dependent	Completed

OPIOID TASK FORCE
YEAR – 3 FUNDING ALLOCATION MEETING

July 28, 2025

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Recap from 7/21/25 & 7/22/25 Sessions

Treatment, Prevention, and Recovery Fund – Year 3 Projects

- ACE Opportunities
  - ACE Opportunities Rise Up 2025
  - Transitional Housing/Supportive Services/Salaries
  - **$53,000.00**
- Alliance for Healthy Communities, Inc.
  - Alliance 3.0: Advancing the Mission
  - Salaries/Training/Supplies/Software/Outreach
  - Opioid-related Prevention Initiatives
  - **$369,150.00**
- BayCare Behavioral Health, Inc.
  - Advancing Opiate Treatment and Recovery – East Pasco Urgent Care Center
  - Expand behavioral health urgent care to East Pasco
  - **$697,896.00**
- Boys & Girls Clubs of Greater Tampa Bay
  - Pasco County Opioid Prevention Initiative
  - Expand opioid prevention programming in Club sites serving Pasco County youth
  - **$294,737.00**
- Florida Recovery Schools of Tampa Bay, Inc.
  - Victory High School
  - Salaries & Rent
  - **$181,000.00**
- Help Us Help You, Inc.
  - Unify Pasco Recovery Hub
  - Salaries/Training/Supplies/Software/Outreach/ Facility Improvements
  - **$925,000.00**
- Live Tampa Bay
  - Partnerships for Pasco
  - Personnel/Contractual Services/Administrative Training/Supplies/Software/Communications/ Uber Health Transportation/Travel/Building Costs
  - **$934,429.87**
- One Community Now
  - Pasco Recovery & Stabilization Network
  - New East Pasco Resource Center/Salaries/Education & Outreach
  - **$459,400.00**

Treatment, Prevention, and Recovery Fund – Year 3 Projects

- Operation PAR, Inc.
  - MAPS Pasco Mobile SUD Treatment
  - Salaries & Mobile MAT Vehicle
  - **$1,106,245.36**
- Pasco County Corrections
  - Inmate Drug Treatment Resiliency Program
  - STAR Unit Personnel/MAT
  - **$1,120,000.00**
- PCFR/ Human Services
  - Pasco Thrive - A joint collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services
  - Salaries/Equipment Needs/Vehicle Fuel & Maintenance
  - **$1,102,000.32**
- Pasco Kids First
  - Opioid/Substance and Child Abuse Prevention Project Opioid/Substance and Child Abuse Prevention Project
  - Salaries/Equipment Needs/Communications
  - **$240,987.99**
- Premier Community
  - Premier's Integration Initiative: Access to Care for Pasco Residents with OUD & Any Co-Occurring SUD/MH Conditions
  - Personnel/Supplies/Equipment Needs/Recruiter Fee
  - **$356,335.50**
- The Hope Shot, Inc.
  - Bridge to Recovery
  - Salaries/Sober Living Funds/All Ways Center Expansion/Outreach Materials/Training/Supplies/Accounting & Auditing Services
  - **$961,867.00**
- Van Gogh's Palette, Inc.
  - Vincent House Recovery Through Work
  - Salaries/Software Technologies
  - **$150,000.00**
- Warrior Wellness
  - Prevention and Treatment for Warriors at Risk or with Substance Use Disorder
  - Salaries/Training/Supplies/Software/Facility Costs
  - **$232,600.00**

FUNDING AVAILABLE YEAR-3



Allocations for Year-3 will be annual

- **City/County Fund**
  - $ 1,253,244.47
  - Smaller projects
  - Maximum Available
- **Regional Fund**
  - $ 4,533,431.74*
  - Capital/Larger scope
  - Maximum Available
- **Total Available Funds**
  - $ 5,786,676.21

*Includes $100K non-allocated from Year 2

FUNDING AVAILABLE YEAR-3



- **County Projects Allocation**
  - $750,000.00
  - Years 2, 3, and 4
  - Identified Through Budget Process
- **Total Available Funds for Community Allocation**
  - $5,036,676.21

Ranking & Funding Recommendations

2025 OTF Members Total Weighted Scores (all projects)														Total Average for Ranking
Project No.	Project Name	Robert Chalmers (Seat 1)	Michelle Hudson (Seat 2)	Toni Roach (Seat 3)	Paula Baracaldo (Seat 4)	Lauren Lelona (Seat 5)	Derek Brewer (Seat 6)	Trang Chikatone (Seat 7)	Joey Resnick (Seat 8)	Tracey Kaly (Seat 9)	Shawn Crane (Seat 10)	Parnia Roghani (Seat 11)	Art Rowand (Seat 12)	
1	Ace Opportunities Rise Up 2025	3.90	4.51	2.62	4.47	4.61	5.00	4.20	3.22	4.03	4.39	3.34	5.00	**4.11**
2	Alliance 3.0: Advancing the Mission	3.33	4.05	-	4.47	4.76	4.65	-	-	-	4.31	-	-	**4.26**
3	Advancing Opiate Treatment and Recovery - East Pasco Urgent Care Center	4.60	4.64	3.77	4.93	-	5.00	4.62	4.73	-	4.49	-	5.00	**4.64**
4	Pasco County Opioid Prevention Initiative	3.49	4.30	3.87	4.80	4.24	4.95	4.75	4.37	2.87	3.92	4.38	5.00	**4.24**
5	Victory High School	2.61	3.78	3.31	3.53	4.21	4.75	3.24	3.66	3.71	4.07	3.20	5.00	**3.75**
6	Unify Pasco Recovery Hub	4.29	4.08	2.55	3.37	4.35	4.95	3.11	2.84	1.81	3.15	3.72	4.50	**3.56**
7	Partnerships for Pasco	4.38	4.36	-	4.21	3.53	4.90	3.77	3.76	2.98	3.67	3.85	5.00	**4.04**
8	Pasco Recovery and Stabilization Network (Serving Veterans & Community Members Impacted by Opioids)	3.85	3.48	3.38	4.52	4.59	5.00	4.08	3.79	3.12	4.31	4.15	5.00	**4.10**
9	MAPS Pasco Mobile SUD Treatment	4.15	4.09	4.07	4.40	4.09	4.95	4.72	3.22	3.83	4.23	4.12	5.00	**4.24**
10	Inmate Medical/Drug Treatment Resiliency Program	-	4.27	4.10	-	4.92	4.95	3.76	2.90	4.14	4.18	3.58	5.00	**4.18**
11	Pasco Thrive - A joint collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services	-	3.61	3.87	-	4.69	5.00	-	3.14	3.98	4.31	3.59	4.75	**4.10**
12	Opioid/Substance and Child Abuse Prevention Project	4.57	4.20	3.79	4.13	4.74	5.00	4.50	4.05	3.74	4.31	4.38	5.00	**4.37**
13	Premier's Integration Initiative: Access to Care for Pasco Residents with OUD & Any Co-Occurring SUD/MH Conditions	4.67	4.44	4.10	4.60	4.66	4.92	4.57	-	3.95	4.51	4.35	4.92	**4.52**
14	Stage CARES	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~**0.00**~~
15	The Bridge to Recovery	3.95	4.60	-	4.36	4.77	5.00	4.20	3.59	4.43	4.31	4.33	5.00	**4.41**
16	Vincent House Recovery Through Work	3.31	4.56	-	3.75	4.92	5.00	3.32	3.97	4.10	3.95	3.49	5.00	**4.12**
17	Prevention and Treatment for Warriors at Risk or with Substance Use Disorder	3.11	4.04	3.22	3.39	4.21	4.77	3.78	3.50	4.10	4.31	3.77	5.00	**3.93**

Recussals

Absent during Presentations

PREMIER HEALTHCARE PROJECT – YEAR 2

Premier Community Healthcare Group, Inc.

Allocation Requested: $2,000,000.00

Awarded for Year-2
$300,000.00

- **Project Summary:**
  - Pre-construction costs for the renovation of an existing facility.
  - Establish an integrated mental health/SUD clinic with a pharmacy.
  - Across the street from their primary care health center in Dade City.

- **Community Impact:**
  - 13,380 annual patients (2,973 unduplicated patients)
  - Target Population – All

- **Additional Funding Sources:**
  - *Future* CDBG application: $500k; Private/corporate sources: $250k; Grants: $500k

APPROVED BY BCC FOR $300K

Premier – Year-2

- **Status:**
  - Requesting a change in scope
  - Documentation in your packet
  - Premier **has** entered into an agreement with PC
    - Non-real property project (pre-construction)

- **Considerations:**
  - No changes to allocated amount
  - Project funds have not been spent
  - Request to amend project scope to allow for construction expenses in their agreement

- **Recommendation:**
  - Amend the agreement to allow for the full expenditure of funds within term of existing agreement.

STEPS TO RECOVERY PROJECT – YEAR 1 UPDATE

STEPS TO RECOVERY – REQUEST FOR ADDITIONAL FUNDING



STEPS to Recovery, Inc.
Housing (Shelter, Transitional, & Supported), Case Management, and Advocacy for Homeless Veterans

4507 Mayflower Dr.	PO Box 1117
New Port Richey, FL 34652-5144	Elfers, FL 34680-1117

Office: 727-848-8100 esther.valiente@steps-npr.org **Fax: 727-848-8111**

Opiod Task Force of Pasco County
RE: Trouble Creek Project – Transitional Housing for Homeless Veterans with Substance Use Disorders

We respectfully request your consideration for up to **$437,337.00** in additional funding to complete construction and furnish our transitional housing development. This support will ensure we meet all code, safety, and programmatic requirements to meet our accelerated timeline amid seasonal challenges.

Project Overview

Our contractor has reached the halfway point of building thirty efficiency units designed to support homeless veterans in early recovery. Originally budgeted with a **$124,012.00** contingency, but new requirements have exceeded that allowance.

Budget Adjustments and Unforeseen Costs

- **Davis-Bacon Wage Classification ("Commercial")**
  The Department of Labor defines "residential" as single-family homes or buildings up to four stories. Our project was bid under standard Building Code rates, (residential) but DOL's commercial wage mandate increased costs by **$116,337.00.**
- **Fire Safety Upgrades**
  Per the Fire Inspector's directive, we must install a fire valve and access panels in each unit—totaling **$40,000**. Current Change Order.
- **Furnishings & Appliances**
  Completing each unit requires small refrigerators, toaster ovens, beds, and dressers. We estimate **$25,000** for these essential items.
- **Contingency for Delays & Material Escalation**
  To account for potential hurricane delays, material price increases, and additional Change Orders we propose a **$250,000** buffer.

We appreciate your partnership and commitment to supporting veterans in recovery. Your prompt consideration will allow us to deliver safe, dignified housing on schedule.

Sincerely,

Esther Valiente

Esther Valiente, BA. CRSS
Clinical Director, BOD Secretary

Year - 2 Implementation Plan


PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Committee Members

Robert Chalmers, Senior Executive Officer, Public Safety Branch
Michelle Hudson, MSW, Supervisor of Social Work, Pasco County School Board
Captain Toni Roach, Pasco County Sheriff's Office
Paula Baracaldo, Support Services Director, Public Services
Derek Brewer, Police Chief, City of Zephyrhills
Trang Chitakone, Administrator, Department of Health
Joseph Resnick, CEO, Premier Community HealthCare
Tracey Kaly, Director of Clinical Operations, BayCare Behavioral Health
The Honorable Judge Shawn Crane, Sixth Judicial Circuit Court
Parnia Roghani Shareef, Co-chair, Pasco County Alliance for Substance Addiction Prevention (ASAP) Opioid Committee
Art Rowand, Retired, Pasco County Sheriff's Office Sergeant
Lauren Letona, Deputy Chief, City of New Port Richey Police Department

Opioid Task Force
Agenda
Monday, July 28, 2025
9:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

All electronic devices must be turned off while in the Board Room.

Call to Order

Welcome and Introductions

Roll Call

Public Comment

New Business

1 Selection and Ranking

2 Premier Community Healthcare Group - Request to Amend Contract From Non-Capital to Capital Agreement

3 Implementation Plan

Approval of Minutes

Miscellaneous

Old Business

Committees Reports

Adjournment

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 7/28/2025

SUBJECT: Selection and Ranking

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
None

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 7/28/2025

SUBJECT: Premier Community Healthcare Group - Request to Amend Contract From Non-Capital to Capital Agreement

RECOMMENDED BOARD ACTION:

Approve
Review/Discuss

ATTACHMENT(S):

1. Premier Modified Budget Request for $300K Award - Round 2 FY24-25

Pasco County Opioid Settlement Funding
Round 2
Premier Community HealthCare Budget FY24-26

Capital Project		
Budget Justification	Year 1 Amount Requested-Revised 5.2.25	Brief Description (How it relates to project/program)
Archtectual and engineering fees; bid construction documents, and assistance during bidding process	$ 30,000.00	Pre-construction
Construction Costs; HVAC, Plumbing, Electrical, Interior Doors & Walls	$ 240,000.00	Construction
Site work, tree removals, earth work, exterior improvements, and related activities	$ 30,000.00	Construction
Totals	$ 300,000.00	

Page 3 of 5

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 7/28/2025

SUBJECT: Implementation Plan

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
1. 2025_LOI_Implementation Plan_FINAL

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

June 27, 2025

VIA FLORIDA OPIOID DATA MANAGEMENT SYSTEM WEB PORTAL

Substance Abuse and Mental Health Program Office
Florida Department of Children and Families
2415 North Monroe Street, Suite 400
Tallahassee, Florida 32303-4190

RE: Implementation Plan for the Use of Opioid Funds

To Whom It May Concern:

Consistent with the State's efforts to combat the negative impact of opiates and opioids in our community, please accept this letter as Pasco County's formal submittal to fulfill the reporting requirements, as stipulated by the Florida Opioid Allocation and Statewide Response Agreement, Section B.6.h.h., and intent to expend Opioid Funds. Below you will find details of how Pasco County is utilizing allocated funds in Year-2 to address the critical needs identified in our community.

Overview

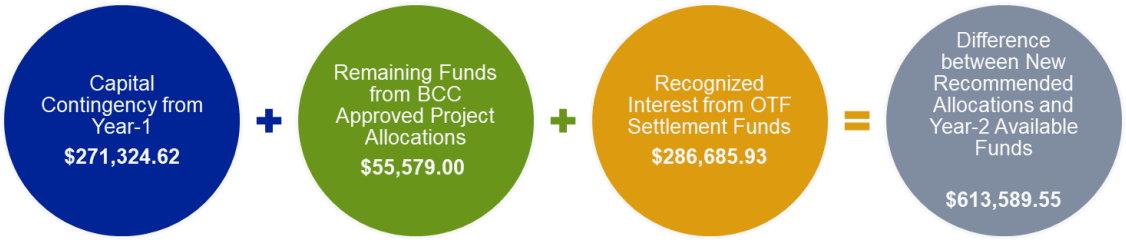
The Opioid Treatment, Recovery and Prevention grant was formally established in 2023 to help support community-driven projects that aim to integrate evidence-based interventions that span across various facets outlined in Pasco County's Community Abatement Plan. This countywide fund returns opioid settlement allocations from the global settlement as critical investments and resources to community-based organizations that engage Pasco County residents affected by the opioid epidemic. These funds are then utilized through programs in substance use disorder treatment, overdose prevention, substance misuse awareness and education, and harm reduction, among others, as long as they are in alignment with the Community Abatement Plan and with Schedule A and B, as stipulated in the Florida Opioid Allocation and Statewide Response Plan.

The award amounts for each grant vary depending on available resources, priorities of the OTF, and the community's needs. While there is no set number of grants to be awarded, decisions are based on merit and the quality of the project application, provided they meet the OTF's criteria regarding experience, capacity, and community partnerships under this program. In Year 2, the County issued an application process under the Opioid Task Force (OTF) to allocate funds received from the City/County and Regional Funds, totaling $1,124,196.07 and $4,632,809.38, respectively, for a combined total of $5,757,005.45. The Board of County Commissioners also approved a motion to allocate $750,000.00 from the City/County fund for two (2) County projects, leaving a remaining total of $5,007,005.45 for competitive awards.

OTF Recommendations, County Projects, and Board Approval

For Year-2, the OTF reviewed seventeen (17) project applications, of which ten (10) were recommended for funding; two (2) were rejected; and five (5) were considered but not funded, totaling $5,007,005.45 (see the attached Project Funding

Recommendation List). Additionally, the Pasco County Board of County Commissioners recommended and approved four (4) more projects, bringing the grand total to $5,620,595.00 (see attached, Project Funding – Revised Recommendations). The difference between the original Year-2 allocation and the funding gap was covered by reallocating remaining funds from the $750,000.00 County project allocation, amounting to $55,579.00; contingency funds from Year-1, totaling $271,324.62; and the interest earned from settlement funds, used as program funding for Year-2, totaling $286,685.93.



The table below shows a list of the projects funded under this program for Year-2 and the focus areas they will address.

Focus Areas Funded (Year-2)

PROJECT NAME	Caregiver Support	Mitigation & Enforcement	Prevention & Education	System Level Abatement	Treatment & Supportive Services	Schedule A or B	Type of Program
ACE Opportunities					✓	B	Treatment
ASAP			✓			B	Prevention
BayCare Behavioral Health				✓	✓	A & B	Treatment
District School Board of Pasco County		✓	✓				Change in Scope post-award ***Unfunded*** *(funds to rollover to next award cycle)*
FL Recovery Schools (Victory High School)	✓		✓		✓	B	Treatment & Prevention
Operation PAR					✓	A & B	Treatment
Pasco Kids First	✓		✓			B	Prevention
Corrections - Inmate MAT					✓	A & B	Treatment

Program (PC BCC)							
Fire Rescue – Mobile Integrated Health (PC BCC)			✓	✓	✓	A & B	Treatment & Prevention
Public Safety – Mental Health of First Responders (PC BCC)					✓	B	Treatment
Public Safety – Wellness Center (PC BCC)	✓		✓		✓	B	Other Strategies
Premier Community Healthcare Group			✓		✓	B	Treatment & Prevention
Recovery Epicenter					✓	B	Treatment
Sixth Judicial Court				✓		B	Address the Needs of Criminal - Justice Involved Persons
The Hope Shot					✓	B	Treatment & Recovery
Warrior Wellness			✓		✓	B	Treatment & Supportive Services

Focus Areas Approved by the Pasco County Opioid Task Force:

- *Caregiver Support:* Heal individual and collective trauma related to substance use. Provide family peer mentoring, funding for reunification support, trauma treatment, child-parent psychotherapy, etc.
- *Mitigation and Enforcement:* Promote public safety and wellness for community workers in the substance use field. Create or leverage existing prevention strategies.
- *Prevention and Education:* Expand efforts in community-based prevention, education, and harm reduction. Reduce stigma in communities related to substance use. Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs.
- *System-Level Abatement:* Address and respond inclusively to complex, unmet community needs related to SUD for underserved populations.

- *Treatment and Supportive Services:* Support treatment of OUD and any co-occurring SUD or MH conditions through evidence-based or evidence-informed programs and promote and facilitate connections to behavioral health treatment and recovery services.

Recommended and Approved Projects by the OTF and BCC

Different from Year-1, Year-2 established a funding model focused on annual allocations only, as part of this grant. Estimating that the funds would be reduced over the next 15 years, the OTF made the decision to only allocate funding to projects on an annual basis, giving them the opportunity to adjust that funding and more strategically allocate those dollars to emerging needs across the community. The proposed expenditures outline a strategic allocation that ensures sustained impact over time for our community by leveraging existing partnerships and investments that will support the needs identified by the OTF and the public. During Year-2, most of the project allocations requested and approved for providers are going to be directly impacting areas like the U.S. 19 corridor from Hudson to Holiday, and on the east side of the County near the areas of Bruce B. Downs Boulevard and the City of Zephyrhills. In addition, to continue to expand capacity on the east side of the County, the OTF aims to optimize the utilization of the available funds while delivering tangible outcomes in line with the County's Community Abatement Plan.



Heat map of overdose locations across Pasco County (most overdoses located on the U.S. 19 corridor and in the area near Bruce B. Down Blvd.)

The projects funded will provide the following array of services:

- Expand the availability of experienced and licensed medical and MH personnel to support OUD and SUD

programming.
- Expand the availability of connections to care through licensed social workers and case management.
- Support and provide medical supplies and other equipment to support OUD/SUD programming.
- Build and expand the availability of supportive and transitional housing.
- Expand the availability of MH and recovery services.
- Community outreach and distribution of fentanyl test strips and naloxone.
- Medically assisted treatment for residents and to those criminally involved.
- Harm reduction and prevention for individuals, families, and children.
- Connection between primary care services and MH services, among others.

Project List and Descriptions

Below is a brief overview of each project recommended and approved for allocations under Year-2:

Ace Opportunities: Provides treatment and recovery support services (addressing MH, homelessness, and SUD), including transitional housing for 90 single individuals in the County. Through safe transitional housing provided for 3-6 months, this program will enable individuals to focus, attend, and maintain their responsibilities and obligations as they address their SUD/OUD. The program also provides a continuum of transitional housing & supportive services to assist individuals in progressing to being substance-free, self-sufficient, and in stable housing, and it is primarily geared towards unhoused individuals with low or no income.
Amount awarded: $25,000.00

Alliance for Healthy Communities, Inc.: Expansion of the Alliance for Healthy Communities initiatives, programs, and events, including youth education, advocacy, and awareness, including peer-to-peer intervention, pro-social involvement, and prevention. Some of these programs include the creation of a youth-led coalition, empowering Pasco's youth to be agents of change; providing educational programs that address youth opioid, methamphetamine, and prescription drug misuse; impaired driving; vaping; and bullying. In addition, the program seeks to continue to review and update community needs assessments to identify local trends, risk and protective factors, and root causes of addiction.
Amount awarded: $361,767.00

BayCare Behavioral Health, Inc.: This co-responder program engages law enforcement agencies to implement a countywide crisis response framework, as well as an interagency law enforcement-behavioral health interagency workgroup that aligns with the objectives of the OTF. This framework will lead to rapid linkage to urgent/emergent crisis support and a community-wide system approach to sustain viable, long-lasting impact.
Amount awarded: $375,000.00

Florida Recovery Schools of Tampa Bay, Inc. (Victory High School): Provides recovery-focused education geared towards adolescents struggling with SUD, MH, and recovery services. The program emphasizes assistance for adolescents with emotional regulation, education, and awareness of the consequences of prescription misuse to increase protective factors to prevent overdoses, addiction, and deaths.
Amount awarded: $181,000.00

Operation PAR: Medication-assisted-treatment (MAT) services to individuals suffering from OUD/SUD will be made available on the weekends, together with on-site psychiatric and MH services to community members in need.
Amount awarded: *$221,153.00*

Pasco Kids First: This program will launch a mobile education and outreach unit to support awareness, prevention education, training for health care providers and first responders, positive parenting information, resources, and referral services for treatment and recovery while conducting street outreach in neighborhoods, parks, schools, and other high traffic areas to children and families at risk.
Amount awarded: $238,350.00

Pasco County BCC – Corrections: Implementation of a substance abuse program within the detention center. The program consists of six FTEs (four correctional officers to set up a new substance abuse housing unit and two substance abuse counselors). The facility did not have a dedicated unit for individuals seeking recovery from OUD/SUD and did not have any MH professionals to support these services. Through this program, the County is looking to provide inmates with a better chance at rehabilitation while confined.
Amount awarded: $1,120,000.00

Pasco County Fire Rescue – Mobile Integrated Health: Coordinated Opioid Recovery (CORE) Program continuation and expansion. Adding additional positions, purchasing three vehicles and maintaining the expenses of three existing ones under the current CORE program.
Amount awarded: $680,000.00

Pasco County Public Safety/Pasco County Sheriff's Office: Construction of a state-of-the-art facility, as well as the acquisition of the necessary equipment and services to meet the mental, physical, and emotional wellness needs of the deputies at the Pasco Sheriff's Office and Pasco County Public Safety. This will include physical conditioning equipment, space for MH services and peer support-related activities, green space for mental relaxation, information technology to assist with the objectives of the centers, and other related equipment for services. The center will preserve the continued health and well-being of all public safety members. The center will also support first responders affected by current addiction by offering support services to provide counseling, support, and a safe place to receive treatment.
Amount awarded for capital: $850,000.00

Pasco County District School Board: The Project was unfunded due to a request in a change of scope post-award. The original allocation for this project was $100,000.00, and those funds will roll into the program funding for Year-3 allocations.

Pasco County System-Level Abatement Projects: Two positions to support the Sixth Judicial District Court, a Magistrate and an Assistant, to help support and expedite hearings for cases of criminal-justice-involved persons in direct relation to OUD/SUD and co-occurring mental health conditions. These funds also fund a Mental Health program for first responders, open to our Fire Rescue team and law enforcement personnel.
Amount awarded: *$750,000.00*
Amount allocated: $694,421.00 *(remainder was added to support other projects, see above).*

Premier Community Healthcare Group, Inc.: Renovation and construction costs of an existing facility to establish an integrated behavioral health/substance use disorder clinic with a pharmacy in Dade City, Florida. This facility, once operational, will serve over 13,000 annual patients (2,973 unduplicated patients) of all ages.
Amount awarded for capital/renovation costs: *$300,000.00.*

Recovery Epicenter Foundation: Creation of a sober living space and respite center to provide recovery housing for 3-14 days for participants seeking help from their SUD. In addition, the center will provide a non-medical withdrawal monitoring program specifically designed to support individuals who are experiencing emotional and physical discomfort but who do not meet the medical threshold for inpatient care at an emergency room or have

the means to check themselves into a private facility.
Amount awarded: $350,000.00

The Hope Shot, Inc.: Will provide recovery housing and sober living by expanding programs and support to those in recovery. This project supports individuals striving to stay sober but lacking the financial means to access supportive housing and sober living scholarships. Additionally, the project provides a safe space for peer recovery meetings and services through the All Ways Center, the County's first Prevention and Recovery Community Center. The center houses other partners like the Alliance for Healthy Communities and their services to expand available opportunities for the community on the west side of the County and along the US-19 corridor.
Amount awarded: *$668,325.00*

Warrior Wellness Program, Inc.: Serves veterans, first responders and their spouses/significant others with MH issues and primary/secondary traumas related to OUD and SUD. This program provides Accelerated Resolution Therapy (ART), Integrative Restoration (iRest) and other non-invasive, evidence-based protocols that effectively help alleviate triggers related to depression and trauma. Through this program, individuals will also be supported through a Peer Support Specialist who is a veteran with lived experience in substance use and addiction.
Amount awarded: *$150,000.00*

Program Monitoring and Evaluation

Regular monitoring and evaluation are actively conducted to ensure the effectiveness of funded programs. Expenditure and narrative reports are submitted via Neighborly to the Support Services Department for review on a monthly and quarterly basis, respectively. Updates of these projects are then submitted for consideration and review by the OTF during their regularly scheduled meetings, and an annual report of these projects is presented to the Board of County Commissioners.

Pasco County will continue to integrate feedback received during publicly held presentations, meetings, and community groups to incorporate a participatory approach to decision-making that prioritizes community needs as part of how these dollars are spent. Through collaborative efforts between organizations and innovative initiatives, we aim to achieve a tangible and positive impact on the lives of our residents and the response to care for OUD/SUD and MH. We are confident that the investments detailed above will continue to leverage, expand, and create new avenues and treatment options that will impact the community for generations to come.

Should you need any additional information, please do not hesitate to contact our office.

Sincerely,

Paula Baracaldo

Paula Baracaldo
Director, Support Services – Public Services Branch
Chair, Pasco County Opioid Task Force
pbaracaldo@mypasco.net

PB/lb

Attachments:
1. Project Funding Recommendation List
2. Project Funding – Revised Recommendations

cc: Cathy Pearson, Asst. County Administrator – Public Services
Robert C. Hale, Esq., Asst. County Attorney
Members of the Pasco County Opioid Task Force

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0880 **DATE:** 6/16/2026

SUBJECT: Opioid Task Force (OTF) Meeting Minutes – November 3, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0880 OTF 11-03-2025

OPIOID TASK FORCE
REGULAR MEETING

ANNOTATED MINUTES

NOVEMBER 3, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Paula Baracaldo, Chairman
Support Services Director, Public Services

Kristine Garrison, **- Absent**
Social Services Administrator
Pasco County Sheriff's Office

Robert Chalmers
Senior Executive Officer
Public Safety Branch

Derek Brewer
Police Chief, City of Zephyrhills

Lauren Letona
Deputy Chief, City of New Port Richey
Police Department

Art Rowand
Retired, Pasco County Sheriff's Office
Sergeant

Trang Chitakone
Administrator, Florida Department of Health
In Pasco County

Michelle Hudson, MSW **– Absent**
Supervisor of Social Work
Pasco County School Board

The Honorable Judge Shawn Crane
Sixth Judicial Circuit Court

Parnia Roghani Shareef, Co-Chair
Pasco County Alliance for Substance
Addiction Prevention (ASAP)

Joey Resnick
CEO, Premier Community Healthcare

Tracey Kaly
Director of Clinical Operations
BayCare Behavioral Health

Legal Counsel:

Robert Hale, Assistant County Attorney

Staff:

Lori Bushway, Administrative Assistant for Support Services
Nicole O'Neill, Support Services Specialist
Riana Giannico, Grants Coordinator for Support Services

Call to Order

Madam Chair Baracaldo called the meeting to order at 10:00 a.m.

Invocation and Pledge

Ms. Nevaeh Wilkes, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Welcome and Introductions

There was none.

Roll Call

Ms. Wilkes called the roll. All members were present with the exception of Ms. Hudson and Ms. Garrison who were absent.

Public Comment

Madam Chair Baracaldo reviewed the procedures to be followed and called for public comment.

Ms. Esther Valiente, Steps to Recovery, spoke regarding that they tabled the request for the contingency money, the last Commissioner meeting, the amount requested, that the money collected from fundraisers and donations would help them finish the Trouble Creek project, the projected date, the contractor, Davis-Bacon, change orders, support from the Opioid Task Force, the total number of beds, assistance from Drug Court, and the services they provided.

New Business

1 OTF Membership Updates

Madam Chair Baracaldo used a PowerPoint presentation to review the item and spoke regarding that Ms. Hudson would be stepping off of the Task Force that year, that Chief Letona would be replaced by Corporal Mark Ambiano on the Committee, that Ms. Shareef would be stepping off and be represented by Ms. Kellie Rodriguez, that Mr. Rowand would stepping off, the position advertisement, appreciation for the member's service, the presentation of the formal membership of the new body of the Opioid Task Force to the Board of County Commissioners, and that they would start year 2026 with a brand new membership.

This item was for information only.

2 Update - Year-3 BCC Approvals

Madam Chair Baracaldo used a PowerPoint presentation and displayed documents to review the item and spoke regarding fund allocation, that the Board wanted to reinstate a capital contingency for the projects that were approved in year 1, capital contingency overall, the percentage breakdown of allocated funds, the impact of projects in the community, Pasco Kids First, the out-of-cycle request from Steps to Recovery, program funding the intent of the funding for year 3, the carveout from the City-County funds, estimates from the State, that the priority referred to the Mobile Integrated Health program, the funds that they had received already for the year's allocation, and that they would have an update in January.

Discussion was held regarding feedback from the Commissioners on the funding adjustments; concerns about capacity; priorities from the Board; executive salaries; the Hope Shot's salary lines; that they were expecting the final budget information from those projects to come back to them at their next meeting; the funding for One Community Now; the projects availability with the revised allocations; the funding for Steps to Recovery; and that it was reimbursement based.

The Committee approved of any capital contingency funds for the Steps Project as they come in.

3 Tentative Year-4 Meeting Schedule

Madam Chair Baracaldo displayed documents to review the item and spoke regarding the delays they had in the previous year, that they should be back to the normal schedule in January, that they would revisit the schedule with the new members, and that they would like to move future meetings to Tuesdays.

Discussion was held regarding a conflict with the presentation dates.

The Committee approved the draft calendar and to move future Opioid Task Force meetings to Tuesdays.

4 Gap Analysis

Madam Chair Baracaldo used a PowerPoint presentation and displayed documents to review the item and spoke regarding notes from the USF Behavioral Health Science team's meeting, the tentative proposal from USF, that Captain Roach had raised the issue, that they were open to adjustments, what was requested of the members, leadership, that the report would be available after the fact to all community members, the 6-month window, the study cost, and that the County Administrator supported measuring internal programs.

Discussion was held regarding the start date; that a shorter timeline could be provided; whether USF would follow the same process; the changes to year 3; the definition of direct services; that in smaller non-for-profits the lead could also be a provider; salaries; the agreement from the Board; capital projects in the past; and the focus on getting care to the patients.

The Committee approved to move forward with the Gap analysis.

Approval of Minutes

There was none.

Miscellaneous

Old Business

There was none.

Committees Reports

Ms. Kaly spoke regarding the Behavioral Health Urgent Care event, individuals served in year 1, responsiveness from the community, and that they were applying for another County board.

Mr. Resnick spoke regarding an update on the expansion in Dade City.

Mr. Chalmers spoke regarding the Mobile Integrated Health business and the new medication they began to provide.

Discussion was held regarding the treatment that was done at the center and medication dosage.

Judge Crane spoke regarding cases that were brought through the system to BayCare and the impact for the Opioid dollars.

Chief Letona spoke regarding that it was an honor and pleasure to serve with the members of the board, the new member, and her appreciation for the committee.

Ms. Shareef spoke regarding the ASAP event later that week and thanked the Board for their work.

Madam Chair Baracaldo spoke regarding the January meeting, that they would have a Sunshine refresher for the new team members, that she would follow up with the members for the USF study, access to the compiled data, and her appreciation of the members for their service.

Adjournment

The meeting adjourned at 10:34 a.m.

OPIOID TASK FORCE
REGULAR MEETING
NOVEMBER 3, 2025

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Nevaeh Wilkes
Nevaeh Wilkes, Records Clerk I
Board Records Division

Committee Members

Robert Chalmers, Senior Executive Officer, Public Safety Branch
Michelle Hudson, MSW, Supervisor of Social Work, Pasco County School Board
Kristine Garrison, Social Services Administrator, Pasco County Sheriff's Office
Paula Baracaldo, Support Services Director, Public Services
Derek Brewer, Police Chief, City of Zephyrhills
Trang Chitakone, Administrator, Department of Health
Joseph Resnick, CEO, Premier Community HealthCare
Tracey Kaly, Director of Clinical Operations, BayCare Behavioral Health
The Honorable Judge Shawn Crane, Sixth Judicial Circuit Court
Parnia Roghani Shareef, Co-chair, Pasco County Alliance for Substance Addiction Prevention (ASAP) Opioid Committee
Art Rowand, Retired, Pasco County Sheriff's Office Sergeant
Lauren Letona, Deputy Chief, City of New Port Richey Police Department

Opioid Task Force
Agenda
Monday, November 3, 2025
10:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

All electronic devices must be turned off while in the Board Room.

Call to Order

Welcome and Introductions

Roll Call

Public Comment

New Business

1 OTF Membership Updates

2 Update - Year-3 BCC Approvals

3 Tentative Year-4 Meeting Schedule

4 Gap Analysis

Approval of Minutes

Miscellaneous

Old Business

Committees Reports

Adjournment

OPIOID TASK FORCE MEETING

November 3, 2025

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE MEMBERS

Member	Organization
Robert Chalmers, Chief Administrative Officer, Public Safety Branch	Pasco County Fire Rescue
Michelle Hudson, MSW, Supervisor of Social Work	Pasco County Schools*
Kristine Garrison, Social Services Administrator	Pasco County Sheriff's Office**
Paula Baracaldo, Director of Support Services	Pasco County Public Services*
Lauren Letona, Deputy Chief	City of New Port Richey*
Derek Brewer, Police Chief	City of Zephyrhills*
Trang Chitakone, Administrative Services Director	Department of Health*
Joey Resnick, President and CEO	Premier Community Healthcare*
Tracey Kaly, Director of Clinical Operations	BayCare Behavioral Health*
The Honorable Judge Shawn Crane	Sixth Judicial Circuit Court*
Parnia Roghani, Co– chair, ASAP Opioid Committee	Pasco County Alliance for Substance Addiction Prevention (ASAP)*
Art Rowand, Retired Sergeant	Retired Public Health or Addiction Expert*

**OTF reappointments/reorganization 1/9/2026*
***OTF appointment – 10/21/25 BCC Meeting*

OTF Year– 3 Project Funding Recommendation List

Year - 3 OTF Recommended Allocation for Community Projects

Applicant/Organization	Proposed Project Name	Amount Requested	CITY/COUNTY Amount to Fund	REGIONAL Amount to Fund	TOTAL Recommended Allocation by Project
			$503,244.47	**$4,533,431.74**	
BayCare Behavioral Health, Inc.	Advancing Opiate Treatment and Recovery - East Pasco Urgent Care Center	$697,896.00	-	$697,896.00	**$697,896.00**
Premier Community HealthCare Group, Inc.	Premier's Integration Initiative: Access to Care for Pasco Residents with OUD & Any Co-Occurring SUD/MH Conditions	$356,335.50	-	$336,335.50	**$336,335.50**
The Hope Shot	The Bridge to Recovery	$961,867.00	-	$961,867.00	**$961,867.00**
Alliance for Healthy Communities	Alliance 3.0: Advancing the Mission	$369,150.00	$267,742.58	$90,332.92	**$358,075.50**
Pasco County Corrections	Inmate Medical/Drug Treatment Resiliency Program	$1,120,000.00	-	$1,120,000.00	**$1,120,000.00**
Van Gogh's Palette Inc dba Vincent House	Vincent House Recovery Through Work	$150,000.00	-	$60,000.00	**$60,000.00**
Ace Opportunities, Inc	Ace Opportunities Rise Up 2025	$53,000.00	$53,000.00	-	**$53,000.00**
One Community Now	Pasco Recovery and Stabilization Network (Serving Veterans & Community Members Impacted by Opioids)	$459,400.00	$97,501.89	-	**$97,501.89**
Pasco County Fire Rescue / Human Services	Pasco Thrive - A joint collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services	$1,102,000.32	-	$1,102,000.32	**$1,102,000.32**
Warrior Wellness Program	Prevention and Treatment for Warriors at Risk or with Substance Use Disorder	$232,600.00	-	$150,000.00	**$150,000.00**
Florida Recovery Schools of Tampa Bay, Inc.	Victory High School	$181,000.00	$85,000.00	$15,000.00	**$100,000.00**
	Total Amount Requested	**$5,683,248.82**	**$503,244.47**	**$4,533,431.74**	**$5,036,676.21**
	Total Amount Available from CITY/COUNTY & REGIONAL Funds	**$5,036,676.21**			
	Total Award Amount Recommended	**$5,036,676.21**			

Project Funding – BCC Consensus Recommendations

Year - 3 OTF Recommended Allocation for Community Projects

Applicant/Organization	Proposed Project Name	Amount Requested	CITY/COUNTY Amount to Fund	REGIONAL Amount to Fund	TOTAL Recommended Allocation by Project	CONSENSUS OPTION Amount to Fund
			$503,244.47	**$4,533,431.74**		**$5,036,676.21**
BayCare Behavioral Health, Inc.	Advancing Opiate Treatment and Recovery - East Pasco Urgent Care Center	$697,896.00	-	$697,896.00	**$697,896.00**	**$697,896.00**
Premier Community HealthCare Group, Inc.	Premier's Integration Initiative: Access to Care for Pasco Residents with OUD & Any Co-Occurring SUD/MH Conditions	$356,335.50	-	$336,335.50	**$336,335.50**	**$336,335.50**
The Hope Shot	The Bridge to Recovery	$961,867.00	-	$961,867.00	**$961,867.00**	**$300,000.00**
Alliance for Healthy Communities	Alliance 3.0: Advancing the Mission	$369,150.00	$267,742.58	$90,332.92	**$358,075.50**	**$358,075.50**
Pasco County Corrections	Inmate Medical/Drug Treatment Resiliency Program	$1,120,000.00	-	$1,120,000.00	**$1,120,000.00**	**$1,120,000.00**
Van Gogh's Palette Inc dba Vincent House	Vincent House Recovery Through Work	$150,000.00	-	$60,000.00	**$60,000.00**	**$100,000.00**
Ace Opportunities, Inc	Ace Opportunities Rise Up 2025	$53,000.00	$53,000.00	-	**$53,000.00**	**$53,000.00**
One Community Now	Pasco Recovery and Stabilization Network (Serving Veterans & Community Members Impacted by Opioids)	$459,400.00	$97,501.89	-	**$97,501.89**	**$150,000.00**
Pasco County Fire Rescue / Human Services	Pasco Thrive - A joint collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services	$1,102,000.32	-	$1,102,000.32	**$1,102,000.32**	**$1,102,000.32**
Warrior Wellness Program	Prevention and Treatment for Warriors at Risk or with Substance Use Disorder	$232,600.00	-	$150,000.00	**$150,000.00**	**$200,000.00**
Florida Recovery Schools of Tampa Bay, Inc.	Victory High School	$181,000.00	$85,000.00	$15,000.00	**$100,000.00**	**$150,000.00**
	Total Amount Requested	**$5,683,248.82**	**$503,244.47**	**$4,533,431.74**	**$5,036,676.21**	**$4,567,307.32**
	Total Amount Available from CITY/COUNTY & REGIONAL Funds	**$5,036,676.21**				**$469,368.89**
	Total Award Amount Recommended	**$5,036,676.21**				**CAPITAL CONTINGENCY**

County Projects Funded Through Year– 3

ORGANIZATION	PROJECT NAME	PROJECT FUNDING REQUEST
Pasco County Fire Rescue	Mobile Integrated Health	**$1,102,000.00**
Pasco County Public Safety – Corrections	Inmate Medical/Drug Treatment Resiliency Program	**$1,120,000.00**
Sixth Judicial Circuit Court	General Master	**$135,889.00**
Sixth Judicial Circuit Court	Administrative Assistant	**$58,532.00**
Pasco County Fire Rescue	Mental Health Program for First Responders	**$500,000.00**
	TOTAL FUNDED THROUGH OPIOID FUNDS	**$2,916,421.00**

$ 5,786,676.21	**YEAR 3 – FULL ALLOCATION BETWEEN FUNDS**	**PERCENTAGE BREAKDOWN**
$ 2,916,421.00	Year 3 – *County* Projects Allocation	**50%**
$ 2,870,255.21	Year– 3 *Community* Projects Allocation	**50%**

Part of Competitive Community Application Process

Part of $750K Annual Allocation for Years 2, **3** and 4

Year-3 General Updates

Pasco Kids First

- Allowing them to extend their contract
- BCC in agreement
- 12/9/25 Board Agenda
- Extending for one-year

Capital Contingency

- Steps to Recovery
  - $437K
  - Consider current expenditure rate
  - BCC approved allocation of funds

Year-3 General Updates

Changes for Year-3

- No executive salaries
  - 5% Administrative Cap
  - Direct-services only
  - No donations, social events, etc.

Future Outlook

- County Projects allocation
  - Years 2, **3,** 4 remains in place
  - Other projects will remain a priority
  - Adjust strategy/ community impact
  - Gap Analysis

Committee Members

Robert Chalmers, Senior Executive Officer, Public Safety Branch
Michelle Hudson, MSW, Supervisor of Social Work, Pasco County School Board
Kristine Garrison, Social Services Administrator, Pasco County Sheriff's Office
Paula Baracaldo, Support Services Director, Public Services
Derek Brewer, Police Chief, City of Zephyrhills
Trang Chitakone, Administrator, Department of Health
Joseph Resnick, CEO, Premier Community HealthCare
Tracey Kaly, Director of Clinical Operations, BayCare Behavioral Health
The Honorable Judge Shawn Crane, Sixth Judicial Circuit Court
Parnia Roghani Shareef, Co-chair, Pasco County Alliance for Substance Addiction Prevention (ASAP) Opioid Committee
Art Rowand, Retired, Pasco County Sheriff's Office Sergeant
Lauren Letona, Deputy Chief, City of New Port Richey Police Department

Opioid Task Force
Agenda
Monday, November 3, 2025
10:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

All electronic devices must be turned off while in the Board Room.

Call to Order

Welcome and Introductions

Roll Call

Public Comment

New Business

1 OTF Membership Updates

2 Update - Year-3 BCC Approvals

3 Tentative Year-4 Meeting Schedule

4 Gap Analysis

Approval of Minutes

Miscellaneous

Old Business

Committees Reports

Adjournment

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 11/3/2025

SUBJECT: OTF Membership Updates

RECOMMENDED BOARD ACTION:
No Action Required
Review/Discuss

ATTACHMENT(S):
None

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 11/3/2025

SUBJECT: Update - Year-3 BCC Approvals

RECOMMENDED BOARD ACTION:
No Action Required
Review/Discuss

ATTACHMENT(S):
1. OTF25-0019 BCC Presentation

SPS26–0004 OPIOID TASK FORCE FUNDING ALLOCATION RECOMMENDATIONS YEAR-3

October 21, 2025

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

OPIOID TASK FORCE MEMBERS

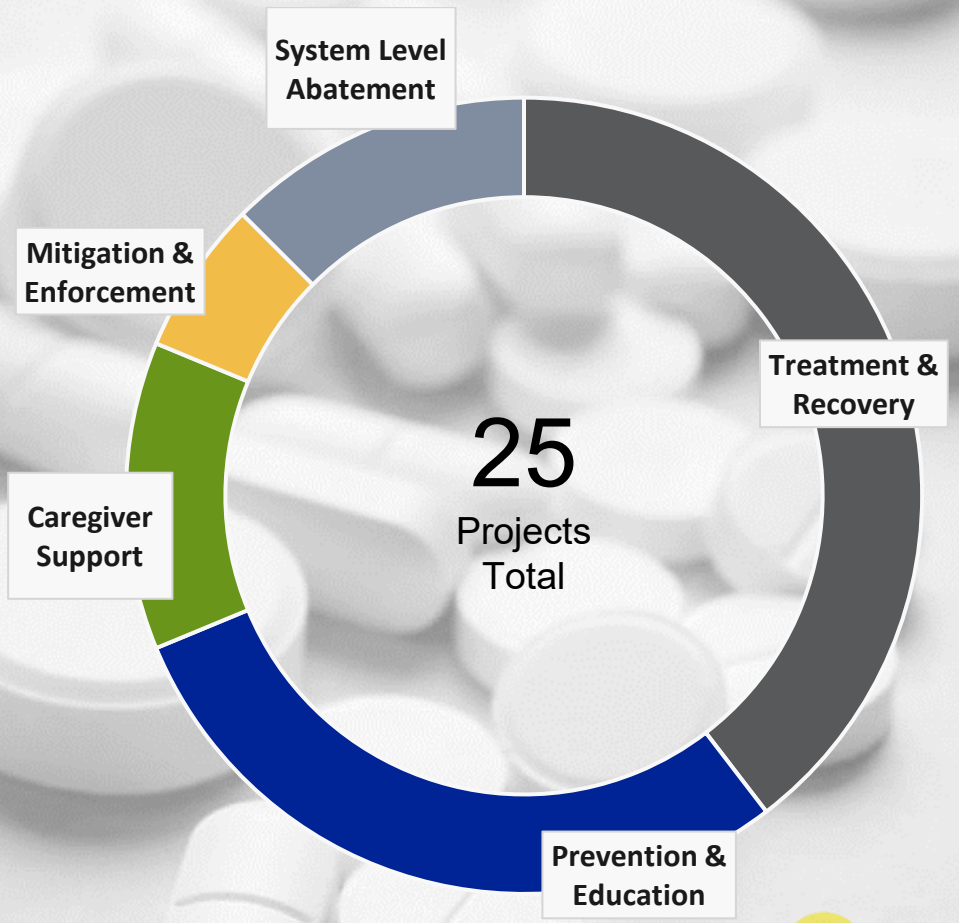
Member	Organization
Robert Chalmers, Chief Administrative Officer, Public Safety Branch	Pasco County Fire Rescue
Michelle Hudson, MSW, Supervisor of Social Work	Pasco County Schools*
Kristine Garrison, Social Services Administrator	Pasco County Sheriff's Office**
Paula Baracaldo, Director of Support Services	Pasco County Public Services*
Lauren Letona, Deputy Chief	City of New Port Richey*
Derek Brewer, Police Chief	City of Zephyrhills*
Trang Chitakone, Administrative Services Director	Department of Health*
Joey Resnick, President and CEO	Premier Community Healthcare*
Tracey Kaly, Director of Clinical Operations	BayCare Behavioral Health*
The Honorable Judge Shawn Crane	Sixth Judicial Circuit Court*
Parnia Roghani, Co– chair, ASAP Opioid Committee	Pasco County Alliance for Substance Addiction Prevention (ASAP)*
Art Rowand, Retired Sergeant	Retired Public Health or Addiction Expert*

**OTF reappointments/reorganization 1/9/2026*
***OTF appointment – 10/21/25 BCC Meeting*

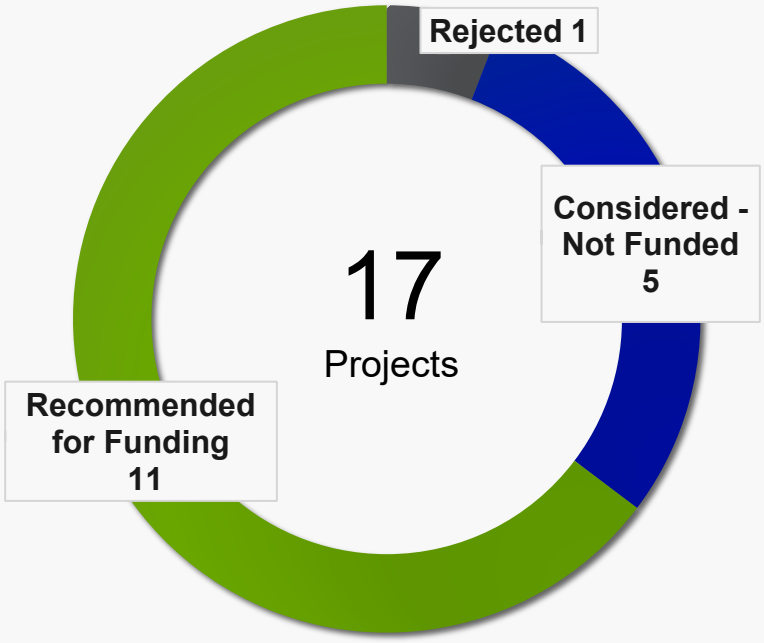
Page 3 of 5

YEARS ONE AND TWO – RECAP

- $14.3M in encumbered (Yrs 1– 2)
- Scope of community projects supporting Opioid Use Disorder and/or co-occurring mental health services
- National and State recognition



Funding Overview of Year – 3



- Over **$9.3M** total in community requests for funding
- **$5,786,676.21** to allocate
- All recommended projects are annual allocations

City/County Fund
$ 1,253,244.47
Fully allocated to community projects

−

County Projects
$750,000.00
BCC– approved County projects through budget process

+

Regional Fund
$4,533,431.74*
Fully allocated to projects

=

Total Allocated to Community Projects
$5,036,676.21

*Includes $100K non– allocated from Year 2

Treatment, Prevention, and Recovery Fund – Year 3 Projects

- ACE Opportunities
  - ACE Opportunities Rise Up 2025
  - Transitional Housing; Supportive Services; Bicycles; Salaries
  - **Schedule B – Treatment**
- Alliance for Healthy Communities, Inc.
  - Alliance 3.0: Advancing the Mission
  - Salaries; Training; Supplies; Software; Outreach
  - Opioid– related prevention Initiatives
  - **Schedule B – Prevention**
- BayCare Behavioral Health, Inc.
  - Advancing Opiate Treatment and Recovery – East Pasco Urgent Care Center
  - Expand behavioral health urgent care to East Pasco
  - **Schedule A&B – Treatment & Supportive Services**
- Florida Recovery Schools of Tampa Bay, Inc.
  - Victory High School
  - Salaries & Rent
  - **Schedule B – Treatment and Prevention**
- One Community Now
  - Pasco Recovery & Stabilization Network
  - New East Pasco Resource Center/Salaries/Education & Outreach
  - **Schedule B – Treatment and Prevention**
- Pasco County Corrections
  - Inmate Drug Treatment Resiliency Program
  - STAR Unit Personnel/MAT
  - **Schedule A – Treatment**

Treatment, Prevention, and Recovery Fund – Year 3 Projects

- PCFR/ Human Services
  - Pasco Thrive – A joint collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services
  - Salaries; Equipment Needs; Vehicle Fuel & Maintenance
  - **Schedule A – Treatment**

- Premier Community
  - Access to Care for Pasco Residents with OUD & Co– Occurring SUD/MH Conditions
  - Personnel; Supplies; Equipment Needs.
  - **Schedule B – Treatment and Prevention**

- The Hope Shot, Inc.
  - Bridge to Recovery
  - Salaries; Sober Living Funds; All Ways Center Expansion; Outreach Materials; Training; Supplies; Accounting & Auditing Services
  - **Schedule B – Treatment**

- Van Gogh's Palette, Inc.
  - Vincent House Recovery Through Work
  - Salaries; Software
  - **Schedule B – Prevention**

- Warrior Wellness
  - Prevention and Treatment for Warriors at Risk or with Substance Use Disorder
  - Salaries; Training; Supplies; Software; Facility Costs
  - **Schedule B – Treatment and Prevention**

OTF Year– 3 Project Funding Recommendation List

Year - 3 OTF Recommended Allocation for Community Projects

Applicant/Organization	Proposed Project Name	Amount Requested	CITY/COUNTY Amount to Fund	REGIONAL Amount to Fund	TOTAL Recommended Allocation by Project
			$503,244.47	**$4,533,431.74**	
BayCare Behavioral Health, Inc.	Advancing Opiate Treatment and Recovery - East Pasco Urgent Care Center	$697,896.00	-	$697,896.00	**$697,896.00**
Premier Community HealthCare Group, Inc.	Premier's Integration Initiative: Access to Care for Pasco Residents with OUD & Any Co-Occurring SUD/MH Conditions	$356,335.50	-	$336,335.50	**$336,335.50**
The Hope Shot	The Bridge to Recovery	$961,867.00	-	$961,867.00	**$961,867.00**
Alliance for Healthy Communities	Alliance 3.0: Advancing the Mission	$369,150.00	$267,742.58	$90,332.92	**$358,075.50**
Pasco County Corrections	Inmate Medical/Drug Treatment Resiliency Program	$1,120,000.00	-	$1,120,000.00	**$1,120,000.00**
Van Gogh's Palette Inc dba Vincent House	Vincent House Recovery Through Work	$150,000.00	-	$60,000.00	**$60,000.00**
Ace Opportunities, Inc	Ace Opportunities Rise Up 2025	$53,000.00	$53,000.00	-	**$53,000.00**
One Community Now	Pasco Recovery and Stabilization Network (Serving Veterans & Community Members Impacted by Opioids)	$459,400.00	$97,501.89	-	**$97,501.89**
Pasco County Fire Rescue / Human Services	Pasco Thrive - A joint collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services	$1,102,000.32	-	$1,102,000.32	**$1,102,000.32**
Warrior Wellness Program	Prevention and Treatment for Warriors at Risk or with Substance Use Disorder	$232,600.00	-	$150,000.00	**$150,000.00**
Florida Recovery Schools of Tampa Bay, Inc.	Victory High School	$181,000.00	$85,000.00	$15,000.00	**$100,000.00**
	Total Amount Requested	**$5,683,248.82**	**$503,244.47**	**$4,533,431.74**	**$5,036,676.21**
	Total Amount Available from CITY/COUNTY & REGIONAL Funds	**$5,036,676.21**			
	Total Award Amount Recommended	**$5,036,676.21**			

Project Funding – BCC Consensus Recommendations

Year - 3 OTF Recommended Allocation for Community Projects

Applicant/Organization	Proposed Project Name	Amount Requested	CITY/COUNTY Amount to Fund	REGIONAL Amount to Fund	TOTAL Recommended Allocation by Project	CONSENSUS OPTION Amount to Fund
			$503,244.47	**$4,533,431.74**		**$5,036,676.21**
BayCare Behavioral Health, Inc.	Advancing Opiate Treatment and Recovery - East Pasco Urgent Care Center	$697,896.00	-	$697,896.00	**$697,896.00**	**$697,896.00**
Premier Community HealthCare Group, Inc.	Premier's Integration Initiative: Access to Care for Pasco Residents with OUD & Any Co-Occurring SUD/MH Conditions	$356,335.50	-	$336,335.50	**$336,335.50**	**$336,335.50**
The Hope Shot	The Bridge to Recovery	$961,867.00	-	$961,867.00	**$961,867.00**	**$300,000.00**
Alliance for Healthy Communities	Alliance 3.0: Advancing the Mission	$369,150.00	$267,742.58	$90,332.92	**$358,075.50**	**$358,075.50**
Pasco County Corrections	Inmate Medical/Drug Treatment Resiliency Program	$1,120,000.00	-	$1,120,000.00	**$1,120,000.00**	**$1,120,000.00**
Van Gogh's Palette Inc dba Vincent House	Vincent House Recovery Through Work	$150,000.00	-	$60,000.00	**$60,000.00**	**$100,000.00**
Ace Opportunities, Inc	Ace Opportunities Rise Up 2025	$53,000.00	$53,000.00	-	**$53,000.00**	**$53,000.00**
One Community Now	Pasco Recovery and Stabilization Network (Serving Veterans & Community Members Impacted by Opioids)	$459,400.00	$97,501.89	-	**$97,501.89**	**$150,000.00**
Pasco County Fire Rescue / Human Services	Pasco Thrive - A joint collaboration with Pasco County Fire Rescue Mobile Integrated Health and Pasco County Human Services	$1,102,000.32	-	$1,102,000.32	**$1,102,000.32**	**$1,102,000.32**
Warrior Wellness Program	Prevention and Treatment for Warriors at Risk or with Substance Use Disorder	$232,600.00	-	$150,000.00	**$150,000.00**	**$200,000.00**
Florida Recovery Schools of Tampa Bay, Inc.	Victory High School	$181,000.00	$85,000.00	$15,000.00	**$100,000.00**	**$150,000.00**
	Total Amount Requested	**$5,683,248.82**	**$503,244.47**	**$4,533,431.74**	**$5,036,676.21**	**$4,567,307.32**
	Total Amount Available from CITY/COUNTY & REGIONAL Funds	**$5,036,676.21**				**$469,368.89**
	Total Award Amount Recommended	**$5,036,676.21**				**CAPITAL CONTINGENCY**

County Projects Funded Through Year– 3

ORGANIZATION	PROJECT NAME	PROJECT FUNDING REQUEST
Pasco County Fire Rescue	Mobile Integrated Health	**$1,102,000.00**
Pasco County Public Safety – Corrections	Inmate Medical/Drug Treatment Resiliency Program	**$1,120,000.00**
Sixth Judicial Circuit Court	General Master	**$135,889.00**
Sixth Judicial Circuit Court	Administrative Assistant	**$58,532.00**
Pasco County Fire Rescue	Mental Health Program for First Responders	**$500,000.00**
	TOTAL FUNDED THROUGH OPIOID FUNDS	**$2,916,421.00**

$ 5,786,676.21	**YEAR 3 – FULL ALLOCATION BETWEEN FUNDS**	**PERCENTAGE BREAKDOWN**
$ 2,916,421.00	Year 3 – *County* Projects Allocation	**50%**
$ 2,870,255.21	Year– 3 *Community* Projects Allocation	**50%**

Part of Competitive Community Application Process

Part of $750K Annual Allocation for Years 2, **3** and 4

Recommendation:

- Approve the proposed Opioid Treatment, Prevention, and Recovery Fund project awardees, as recommended by the Opioid Task Force, and any revisions, as directed by the Board of County Commissioners (BCC). Delegate full authority to the County Administrator to execute the project-specific agreements in substantially similar form to the attached templates, with review and approval from the County Attorney's Office, on behalf of the Board of County Commissioners (BCC). Additionally, delegate full authority to the County Administrator or his designee to act on behalf of the BCC for any purpose described in the approved subrecipient agreements, including, but not limited to: the authority to provide any necessary notices; to exercise the right to terminate the agreements; to extend the agreements for a period not to exceed two years, if necessary; and to execute any and all documents deemed necessary by the Department of Children and Families related to the project-specific agreements for the use of the opioid settlement funds.

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 11/3/2025

SUBJECT: Tentative Year-4 Meeting Schedule

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. OTF25-0020 Tentative OTF Calendar

2024 Year-at-a-glance

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
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21	22	23	24	25	26	27
28	29	30	31			

February

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25	26	27	28	29		

March

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31						

April

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May

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June

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July

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21	22	23	24	25	26	27
28	29	30	31			

August

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18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

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29	30					

October

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27	28	29	30	31		

November

S	M	T	W	T	F	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Calendar Key:	
	Opioid Task Force Meeting
	Holiday
	County Offices Closed

OPIOID TASK FORCE
AGENDA MEMORANDUM

DATE: 11/3/2025

SUBJECT: Gap Analysis

RECOMMENDED BOARD ACTION:
Review/Discuss

ATTACHMENT(S):
None

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0881 **DATE:** 6/16/2026

SUBJECT: Planning Commission (PC) Meeting Minutes – June 19, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0881 PC 06-19-2025 (1)

Planning Commission	Charles Grey, Chairman Jaime Girardi, P.E., Vice Chairman Christopher B. Poole, CPG Jon Moody, P.E. Matthew Munz, P.E. Derek Pontlitz, CRPC
School Board Representative	Chris Williams
Legal Counsel	David Goldstein, Chief Assistant County Attorney
Staff	David Allen, Assistant County Administrator, Development Services David Engel, MCRP, AICP, Director Planning, Development and Economic Growth Nectarios Pittos, AICP, Director Planning Services Patricia Crist Yingling, Planning Commission Agenda Coordinator Nick Uhren, P.E., County Engineer

Pasco County
Planning Commission Agenda
Thursday, June 19, 2025
1:30 PM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center
Board Room, 1st Floor
8731 Citizens Drive
New Port Richey, FL 34654

This meeting will be broadcast live on Pasco TV, YouTube Live, Frontier Channel 42 and Spectrum Channel 643 (only for residents living in Pasco County).

All electronic devices must be turned off while in the Board Room.

The Planning Commission has final decision-making authority for Special Exceptions. Any person desiring to appeal a special exception to the Board of County Commissioners will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. All other decisions by the Planning commission are in the form of a recommendation to the Board of County Commissioners and are therefore not appealable. Appeals of special exceptions are limited to the testimony and evidence in the record, which means that new testimony and evidence outside the record cannot be considered during the appeal proceeding.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call711.

Call To Order

Moment of Silence

Pledge of Allegiance

Roll Call

Swearing In

Proof of Publication

Public Comment

Citizens are given an opportunity to comment on items listed on the agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items during Public Comment.

Consent

Public Hearings

PC1 Zoning Amendment (Continuance) – Enclave at Livingston MPUD – Academy at the Lakes Inc. – Rezoning Request from an A-R Agricultural-Residential Zoning District to MPUD Master Planned Unit Development District to Allow for the Development of 178 Townhome Dwelling Units and Associated Infrastructure on Approximately 46.3 Acres Located in South-Central Pasco

File Number PDE25-7781
Comm. Dist. 2
Recommendation Continuance Requested

PC2 Comprehensive Plan Amendment (Continuance) - CPAS24(23) Law Property – Providing for a Small-Scale Comprehensive Plan Amendment to the Future Land Use Map (2-15 and Sheet 20) Changing from RES-6 (Residential-6 du/ga) to COM (Commercial) on Approximately 4.67 Acres of Real Property Located at the Southeast Corner of the Intersection of Lake Patience Road and Perdew Drive.

File Number PDE25-0093
Comm. Dist. 4
Recommendation Continuance Requested

PC3 Comprehensive Plan Amendment (Consent) - CPAS23(18) Pasco Mine - Providing for a Small-Scale Comprehensive Plan Amendment to the Future Land Use Map (Map 2-15 and Sheet 04) Changing from RES-1 (Residential-1 Du/Ga) to PD (Planned Development) on Approximately 19.41 Acres of Real Property Located at the South Side of County Line Road; a Text Amendment Creating Subarea Policy FLU 7.1.74 – Pasco Mine PD; and a Map Amendment to the Future Land Use Map 2-9 Adding Subarea Map 2-9(74) Pasco Mine PD

File Number PDE25-0165
Comm. Dist. 5
Recommendation Approve

PC4 Zoning Amendment (Consent) – Pasco Mine MPUD Master Planned Unit Development – K&M Pasco 130 Holdings, LLC– A Rezoning Petition from an A-C Agricultural District to an MPUD Master Planned Unit Development to allow for the maximum development of 30,000 Square Feet of Commercial/Retail, 150,000 Square Feet of Light Industrial, and 7 Acres for a Concrete Batch Plant and associated infrastructure, on Approximately 19.41 Acres, Located on the South side of County Line Road North and 1.25 miles West of Suncoast Parkway

File Number PDE25-7749
Comm. Dist. 5
Recommendation Approval with Conditions

PC5 Comprehensive Plan Amendment (Consent) – CPAS24 (22) River Ridge PD – Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 11) From Res-3 (Residential-3 Du/Ga) To PD (Planned Development) On Approximately 10.42 Acres Of Real Property Located On The South Side Of Ridge Road Approximately 1,185 Feet West Of The Intersection Of Ridge Road And Moon Lake Road; And Res-6 (Residential-6 Du/Da) To PD (Planned Development) On Approximately 13.03 Acres Of Real Property Located On The South Side Of Ridge Road Approximately 1,187 Feet West Of The Intersection Of Ridge Road And Moon Lake Road; And Res-9 (Residential-9 Du/Ga) To PD (Planned Development) On Approximately 9.86 Acres Of Real Property Located On The East Side Of Moon Lake Road Approximately 1,455 North Of The Intersection Of Ridge Road And Moon Lake Road; And A Text Amendment Creating Subarea Policy Flu 7.1.84 – River Ridge PD; And A Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9 (84) River Ridge PD.

File Number PDE25-0148
Comm. Dist. 4
Recommendation Approve

PC6 Substantial Modification (Consent) – River Ridge MPUD Master Planned Unit Development – River Ridge Homes, Inc. – Rezoning Request from MPUD Master Planned Unit Development to MPUD Master Planned Unit Development District to Allow for the Reinstatement of Entitlements from the River Ridge DRI to the River Ridge MPUD, Increasing Commercial Entitlements on Parcel K3, Increasing Residential Entitlements on Parcel J/L, Decreasing Commercial Entitlements on Parcel I2, Increase the Height Limit on Parcel P2, and Associated Revisions to the Conditions of Approval on Approximately 1,388.2 Acres, Located in West Central Pasco County

File Number PDE25-7688
Comm. Dist. 4
Recommendation Approval with Conditions

Miscellaneous Business

7 Pasco 2050 Comprehensive Plan Update Workshop

File Number PDE25-0287
Comm. Dist. All
Recommendation No Action Required
Presentation Only

Walk-Ons

Adjourn

PASCO COUNTY PLANNING COMMISSION
REGULAR MEETING

ANNOTATED MINUTES

JUNE 19, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

1:30 P.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Mr. Charles Grey, Chairman
Mr. Jaime Girardi, P.E., Vice-Chairman
Mr. Derek Pontlitz, C.R.P.C
Mr. Jonathan Moody, P.E.
Mr. Christopher Poole, CPG
Mr. Matthew Munz, P.E. **– Absent**

School Board Representative – Mr. Chris Williams
Rep. by Mr. Richard Tonello

Legal Counsel:

David Goldstein, Chief Assistant County Attorney

Staff:

David Allen, Assistant County Administrator, Development Services
David Engel, MCRP, AICP, Director Planning, Development and Economic Growth
Nectarios Pittos, AICP, Director Planning Services
Patricia Crist Yingling, Planning Commission Agenda Coordinator
Nick Uhren, P.E., County Engineer

Call To Order

Chairman Grey called the meeting to order at 1:36 p.m.

Moment of Silence

A moment of silence was held.

Pledge of Allegiance

Chairman Grey led the Pledge of Allegiance to the Flag.

Roll Call

Ms. Nevaeh Wilkes, Deputy Clerk, called the roll. All members were present with the exception of Mr. Munz who was absent. Mr. Williams was represented by Mr. Richard Tonello.

Swearing In

Ms. Wilkes swore in those who planned to present testimony.

Proof of Publication

Ms. Wilkes noted the proof of publication.

Public Comment

Citizens are given an opportunity to comment on items listed on the agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items during Public Comment.

Chairman Grey reviewed the procedures to be followed and called for public comment.

There was none.

Consent

There was none.

Public Hearings

MR. GIRARDI MOVED approval to continue Agenda Item PC1 to its respective continuance date and, sitting as the Local Planning Agency, approved to continue PC2 to its respective continuance date; **MR. PONTLITZ SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

MR. MOODY MOVED approval of the Public Hearing Consent Agenda which included Agenda items PC4 and, sitting as the Local Planning Agency, the Commission approved Agenda item PC3; **MR. POOLE SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried with Chairman Grey abstaining from the vote due to a conflict of interest.

PC1 Zoning Amendment (Continuance) – Enclave at Livingston MPUD – Academy at the Lakes Inc. – Rezoning Request from an A-R Agricultural-Residential Zoning District to MPUD Master Planned Unit Development District to Allow for the Development of 178 Townhome Dwelling Units and Associated Infrastructure on Approximately 46.3 Acres Located in South-Central Pasco

File Number PDE25-7781
Comm. Dist. 2
Recommendation Continuance Requested

Mr. Kurt Siverson, Planning, Development and Economic Growth, read the item into the record and spoke regarding the continuance request.

The applicant was present.

There was no public comment.

The item was continued to the July 24, 2025 Planning Commission meeting at 1:30 p.m. in New Port Richey.

PC2 Comprehensive Plan Amendment (Continuance) - CPAS24(23) Law Property – Providing for a Small-Scale Comprehensive Plan Amendment to the Future Land Use Map (2-15 and Sheet 20) Changing from RES-6 (Residential-6 du/ga) to COM (Commercial) on Approximately 4.67 Acres of Real Property Located at the Southeast Corner of the Intersection of Lake Patience Road and Perdew Drive.

File Number PDE25-0093
Comm. Dist. 4
Recommendation Continuance Requested

The committee was sitting as the Local Planning Agency.

Mr. Kurt Siverson, Planning, Development and Economic Growth, read the item into the record and spoke regarding the continuance request.

The applicant was present.

There was no public comment.

The item was continued to the July 24, 2025 Planning Commission meeting at 1:30 p.m. in New Port Richey.

PC3 Comprehensive Plan Amendment (Consent) - CPAS23(18) Pasco Mine - Providing for a Small-Scale Comprehensive Plan Amendment to the Future Land Use Map (Map 2-15 and Sheet 04) Changing from RES-1 (Residential-1 Du/Ga) to PD (Planned Development) on Approximately 19.41 Acres of Real Property Located at the South Side of County Line Road; a Text Amendment Creating Subarea Policy FLU 7.1.74 – Pasco Mine PD; and a Map Amendment to the Future Land Use Map 2-9 Adding Subarea Map 2-9(74) Pasco Mine PD

File Number PDE25-0165
Comm. Dist. 5
Recommendation Approve

Mr. Kurt Siverson, Planning, Development and Economic Growth, read the item into the record.

The applicant was present.

There was no public comment.

The item was approved as part of the Public Hearing Consent Agenda with Chairman Grey abstaining from the vote due to a conflict of interest.

PC4 Zoning Amendment (Consent) – Pasco Mine MPUD Master Planned Unit Development – K&M Pasco 130 Holdings, LLC– A Rezoning Petition from an A-C Agricultural District to an MPUD Master Planned Unit Development to allow for the maximum development of 30,000 Square Feet of Commercial/Retail, 150,000 Square Feet of Light Industrial, and 7 Acres for a Concrete Batch Plant and associated infrastructure, on Approximately 19.41 Acres, Located on the South side of County Line Road North and 1.25 miles West of Suncoast Parkway

File Number PDE25-7749
Comm. Dist. 5
Recommendation Approval with Conditions

Mr. Kurt Siverson, Planning, Development and Economic Growth, read the item into the record.

The applicant was present.

There was no public comment.

The item was approved as part of the Public Hearing Consent Agenda with Chairman Grey abstaining from the vote due to a conflict of interest.

PC5 Comprehensive Plan Amendment (Consent) – CPAS24 (22) River Ridge PD – Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 11) From Res-3 (Residential-3 Du/Ga) To PD (Planned Development) On Approximately 10.42 Acres Of Real Property Located On The South Side Of Ridge Road Approximately 1,185 Feet West Of The Intersection Of Ridge Road And Moon Lake Road; And Res-6 (Residential-6 Du/Da) To PD (Planned Development) On Approximately 13.03 Acres Of Real Property Located On The South Side Of Ridge Road Approximately 1,187 Feet West Of The Intersection Of Ridge Road And Moon Lake Road; And Res-9 (Residential-9 Du/Ga) To PD (Planned Development) On Approximately 9.86 Acres Of Real Property Located On The East Side Of Moon Lake Road Approximately 1,455 North Of The Intersection Of Ridge Road And Moon Lake Road; And A Text Amendment Creating Subarea Policy Flu 7.1.84 – River Ridge PD; And A Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9 (84) River Ridge PD.

File Number PDE25-0148
Comm. Dist. 4
Recommendation Approve

The committee was sitting as the Local Planning Agency.

Mr. Kurt Siverson, Planning. Development and Economic Growth, read the item into the record.

The item was pulled from the Public Hearing Consent Agenda.

Mr. Brian Yunker, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item.

Ms. Barbara Wilhite, for the applicant, spoke regarding conflicts with the MPUD, the Comprehensive Plan, the DRI, her inclusion, the parcels, and expressed gratitude to those involved.

Discussion was held regarding parcel clarification and the DRI's.

The applicant was present.

There was no public comment.

MR. MOODY MOVED approval of Staff's recommendation; **MR. PONTLITZ SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried with Mr. Girardi abstaining from the vote due to a conflict of interest.

PC6 Substantial Modification (Consent) – River Ridge MPUD Master Planned Unit Development – River Ridge Homes, Inc. – Rezoning Request from MPUD Master Planned Unit Development to MPUD Master Planned Unit Development District to Allow for the Reinstatement of Entitlements from the River Ridge DRI to the River Ridge MPUD, Increasing Commercial Entitlements on Parcel K3, Increasing Residential Entitlements on Parcel J/L, Decreasing Commercial Entitlements on Parcel I2, Increase the Height Limit on Parcel P2, and Associated Revisions to the Conditions of Approval on Approximately 1,388.2 Acres, Located in West Central Pasco County

File Number PDE25-7688
Comm. Dist. 4
Recommendation Approval with Conditions

The item was pulled from the Public Hearing Consent Agenda.

Mr. Kurt Siverson, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item and spoke regarding the sign-posting proof that was provided to the Clerk's Office.

Ms. Barbara Wilhite, for the applicant, spoke regarding conversations with commentors, the vacant parcel, and that she was there to address comments.

Ms. Kathryn Knight spoke regarding concerns with the addition of the building, the entitlements, the location, SWFWMD drainage, a possible bond from the builder, impact of damage, mailboxes, parking spots, and the golf course easement.

Mr. Tracy Shull, the applicant, spoke regarding being part of the HOA, the size, the bond insurance, the builder's responsibilities, and the plans for the golf course.

Discussion was held regarding one of the parcels and square footage.

MR. POOLE MOVED approval of Staff's recommendation; **MR. PONTLITZ SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried with Mr. Girardi abstaining from the vote due to a conflict of interest.

Miscellaneous Business

7 Pasco 2050 Comprehensive Plan Update Workshop

File Number	PDE25-0287
Comm. Dist.	All
Recommendation	No Action Required Presentation Only

Mr. Kurt Siverson, Planning, Development and Economic Growth, read the item into the record.

Mr. Engel spoke regarding the collaborative effort and introduced the lead for the Comprehensive Plan rewrite.

Ms. Hayat Mazili, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item and spoke regarding community engagement, new policies, updates to the language, the unaffected land, the Central Pasco Employment Village, and what could be found on the website.

Mr. Chris Dougherty, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item and spoke regarding his appreciation to those involved, streamlining the Comprehensive Plan, creating new terms and definitions, being Statute compliant, and keeping up with growth and infrastructure.

Mr. Pittos used a PowerPoint presentation to review the item and spoke regarding streamlining the process, review time, establishing local control through the Comprehensive Plan, adding value to property owners, the current process, the

consolidation of future land use categories, key colorations on the land use map, utility requirements, density, the three tiers, a new housing product, requirements for future developments, the new FLU, small lots, population near business areas, distribution, classifying the MU, affordable housing, and community surveys.

Discussion was held regarding possible variances; revisions to categories; rent costs in other areas; what was being done in the interim; the existing zones; the Land Development Code update; vertically integrated mixed use; the categories; assessment county resources; the theory in planning; transportation corridors; where growth naturally occurred; criteria of investors; affordable housing; property values; the self-regulating market cycles; possible draft documents for the public; website corrections; and an upcoming press release.

Walk-Ons

There was none.

Adjourn

THE BOARD RECESSED AT 2:14 P.M. AND RECONVENED AT 2:29 P.M.

Mr. Pontlitz left the meeting at 3:34 p.m. and returned at 3:38 p.m.

Mr. Poole left the meeting at 3:52 p.m. and returned at 3:55 p.m.

MR. GIRARDI MOVED approval to adjourn; **MR. MOODY SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

The meeting adjourned at 4:09 p.m.

PLANNING COMMISSION
REGULAR MEETING
JUNE 19, 2025

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Nevaeh Wilkes

Nevaeh Wilkes, Records Clerk I
Board Records Division

25604

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-022 was published in said newspaper by print in the issues of 03/05/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **03/05/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARINGS ON
REZONINGS AND SPECIAL EXCEPTIONS
FOR PROPERTIES LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, March 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, April 22, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.,** to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Karli Properties LLC (RZ-7722) petition for a rezoning from a MF-1 Multiple-Family Medium Density District to a C-3 Commercial/Light Manufacturing District for a parcel located on the south side of New York Avenue, approximately 680 feet east of Utica Drive (aka 26-24-16-0060-00300-0050).

2. Rubrecht Ronald C & Patsy M Living Trust/Bexley New Land (#CU25-08) petition for a conditional use for a 180-foot close-mount monopole communications facility in a 30x80 compound in a A-C Agricultural District for a parcel located on the west side of Joy Drive, approximately 650 feet north of Dogpatch Lane (aka 15-26-18-0000-00700-0000).

3. The Academy at the Lakes Inc/Enclave at Livingston MPUD (RZ-7781) petition for a rezoning from a A-R Agricultural-Residential District to a MPUD Master Planned Unit Development District for a parcel located west of 20 Mile Level Road, approximately 1,180 feet north of State Road 54 (aka 29-26-19-0000-01000-0040).

4. Hlavac Family Trust, Paul & Janie Hlavac/Suncoast Village MPUD (RZ-7820) petition for a rezoning from a A-C Agricultural District to a MPUD Master Planned Unit Development District for a parcel located on the south side of County Line Road, approximately three-quarter mile west of the Suncoast Parkway (aka 04-24-18-0000-01400-0000 et al).

5. Mary Eleanor Taube/Sun City County Line Road North MPUD (RZ-7849) petition for a rezoning from a A-C Agricultural District to a MPUD Master Planned Unit Development District for a parcel located on the south side of County Line Road, approximately one and one-half miles west of the Suncoast Parkway (aka 04-24-18-0000-00500-0000).

6. X05 Farm LLC et al/Elite SR 52 MPUD (RZ-7811) petition for a rezoning from a A-R Agricultural-Residential District and a A-C Agricultural District to a MPUD Master Planned Unit Development District for a parcel located on the north side of State Road 52, approximately one-half mile east of US 41 (aka 10-25-18-0000-00300-0021).

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, March 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider an application for a special exception pursuant to the provisions of the Pasco County Land Development Code, Chapter 300. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following applications:

7. Irina Whitmire/Dog Kennel Special Exemption (#SE-7822) petition for a special exception for a kennel in a A-R Agricultural-Residential District for a parcel located approximately 130 feet north of Tulane Street and approximately 340 feet east of Cordel Street (aka 10-25-17-0010-00000-0240).

8. FLEX-CP LLC/Odessa Town Centre SE (#SE-7862) petition for a special exception for a sports training facility in a A-R Agricultural-Residential District for a parcel located on the northwest corner of Old Gunn Highway and Interlaken Road (aka 27-26-17-0020-00800-0000).

9. MEARES FOUR LLC/Meares Special Exception (#SE-7862) petition for a special exception for a boat and RV storage in a C-3 Commercial/Light Manufacturing District for a parcel located on the southeast corner of the intersection of Suncoast Parkway and Shady Hills Road (aka 30-24-18-0000-00100-0017 portion of).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-022

March 5, 2025 25064

35073

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-032 was published in said newspaper by print in the issues of 04/30/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **04/30/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARINGS
ON REZONINGS FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, May 15, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, June 17, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.,** to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Daniel CC Lian/Arcola Townhomes MPUD (RZ-7850) petition for a rezoning from a A-R Agricultural-Residential District to a MPUD Master Planned Unit Development District for a parcel located at the northwest corner of Crela Drive and Annhurst Lane (aka 19-24-18-0000-00500-0000).

2. K&M Pasco 130 Holdings LLC & Olusanya A Oyekoya & Regina LM Matthews MPUD (RZ-7749) petition for a rezoning from a A-C Agricultural District and a C-1 Neighborhood Commercial District to a MPUD Master Planned Unit Development District for a parcel located on the south side of County Line Road, approximately one and one-quarter miles west of the Suncoast Parkway (aka 04-24-18-0000-00600-0000 et al).

3. Kasting LLC/Little Road Rezoning (RZ-7868) petition for a rezoning from a PO-2 Professional Office District to a C-1 Neighborhood Commercial District with deed restrictions for a parcel located on the northeast corner of the intersection of Little Road and Jasmine Boulevard (aka 13-25-16-0020-00000-0025).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

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PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-032

April 30, 2025 35073-3

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

CLARKE G. HOBBY, ESQ. / HOBBY & HOBBY, P.A.
Record Title Holder(s) or Authorized Representative Name(s)

That it is the owner and record title holder or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 04-24-18-0000-00600-0000 and 04-24-18-0000-00200-0010

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: PASCO MINE PD / MPUD

Project Number: CPAS 23(18) and RZ 7749

Request: APPLICATION FOR ZONING AMENDMENT TO MPUD and COMP PLAN AMENDMENT TO PD

That attached is the following:

____ Proof of publication from the _____ (newspaper name, if applicable).

__X__ Certificate of mailing for the notices, which were mailed on 06/04/25 (Date).

__X__ Photos showing the placement of and language on the signage, which was posted on 06/05/25 (Date).

FURTHER AFFIANT SAYETH NOT

Clarke G. Hobby

The foregoing instrument was acknowledged before me the 6/5/25 (date), by Clarke G. Hobby (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

DANYETTE RODRIGUEZ NOTARY PUBLIC MY COMMISSION EXPIRES 2-23-2028 STATE OF FLORIDA COMMISSION NUMBER HH 482726

NOTARY PUBLIC

HOBBY & HOBBY, P.A.
Attorneys and Counselors at Law

H. Clyde Hobby
Clarke G. Hobby
John C. White (of counsel)

109 N. Brush St., Ste. 250
Tampa, FL 33602
Telephone (813) 223-3338
Facsimile (813) 223-9606

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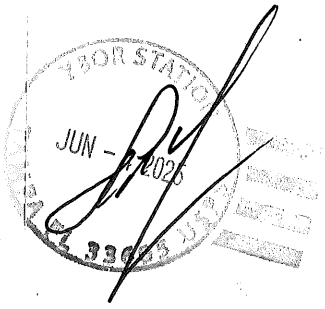

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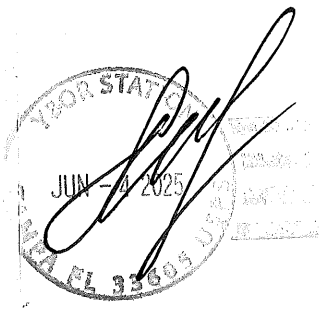

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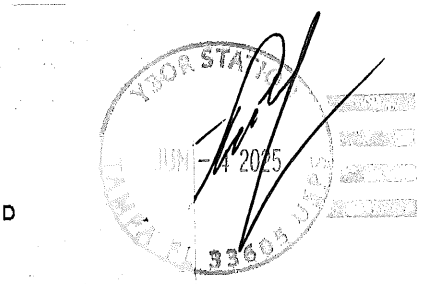

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Attorneys and Counselors at Law

H. Clyde Hobby
Clarke G. Hobby
John C. White (of counsel)

109 N. Brush St., Ste. 250
Tampa, FL 33602
Telephone (813) 223-3338
Facsimile (813) 223-9606

Dear Property Owner:

This is to notify you that on the dates below, Pasco County intends to consider the following Applications:

MASTER PLANNED UNIT DEVELOPMENT("MPUD"):

Application for Zoning Amendment, Pasco County File No. RZ-7749, to rezone the subject property from C-1 Neighborhood Commercial District and A-C Agricultural District to MPUD Master Planned Unit Development District for the development of a mixed-use development consisting of retail and industrial uses.

COMPREHENSIVE PLAN AMENDMENT:

Small-Scale Comprehensive Plan Amendment, Pasco County File No. CPAS 23(18), to the Future Land Use Map from RES-1 (Residential-1 du/ga) to PD (Planned Development).

The property is located at the south side of Pasco-Hernando County Line Road, approximately 1.2 miles west of the Suncoast Parkway *(*Pasco County Parcel Nos.: 04-24-18-0000-00600-0000 and 04-24-18-0000-00200-0010) and contains 19.41 acres, more or less.

Public hearings for the consideration of this application will be held:

Planning Commission	**06/19/25**	**West Pasco Govt. Center 1st Floor, Board Room 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**
Board of County Commissioners	**07/15/25**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition.

Any person desiring to appeal any decision made by the Planning Commission or Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

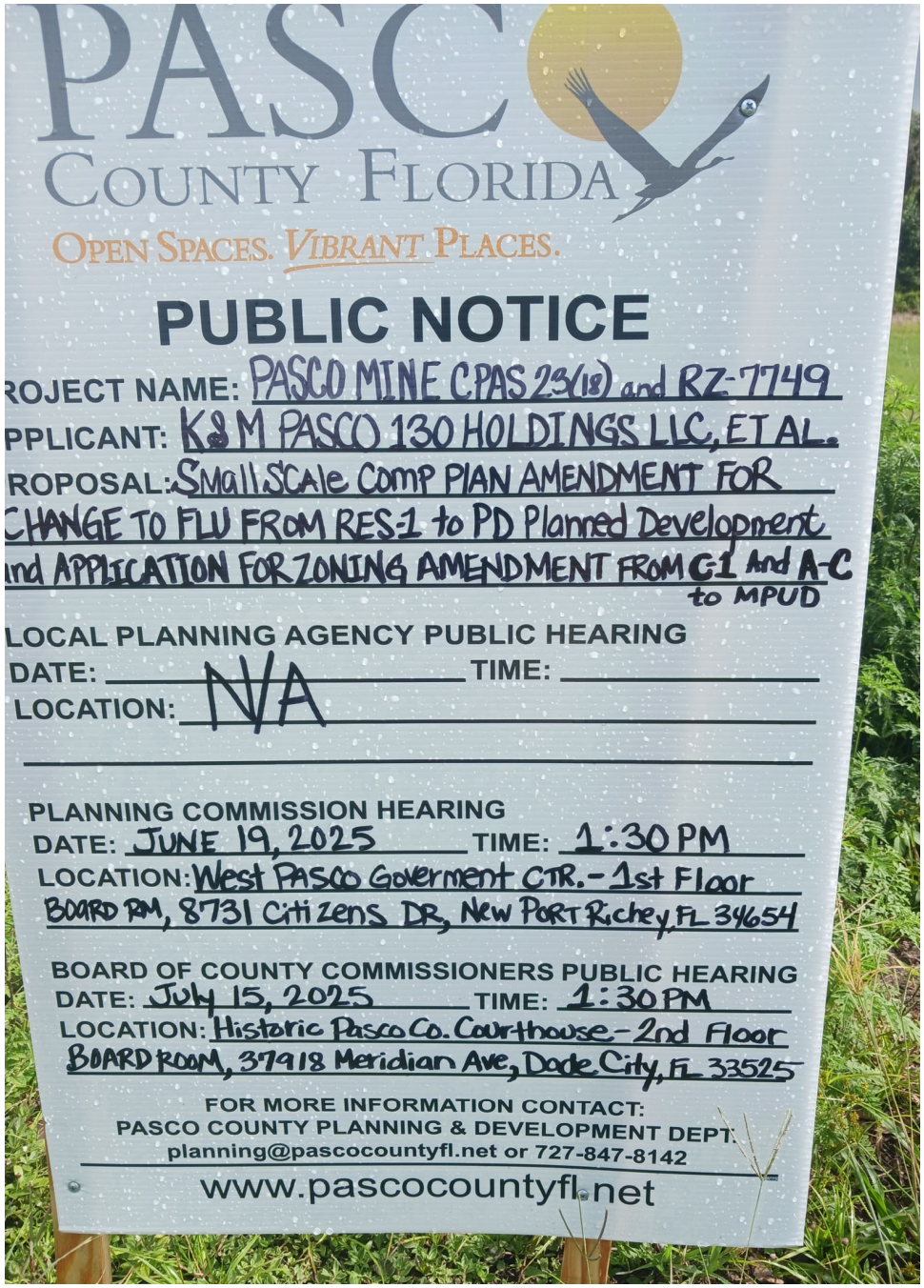
On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Planning and Development Department.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Sincerely,

Clarke G. Hobby

Clarke G. Hobby


PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
PUBLIC NOTICE
ROJECT NAME: PASCO MINE C.PAS 23(18) and RZ-7749
PPLICANT: K&M PASCO 130 HOLDINGS LLC, ET AL.
ROPOSAL: Small Scale Comp PLAN AMENDMENT FOR
CHANGE TO FLU FROM RES-1 to PD Planned Development
nd APPLICATION FOR ZONING AMENDMENT FROM C-1 And A-C
to MPUD
LOCAL PLANNING AGENCY PUBLIC HEARING
DATE: NA TIME:
LOCATION: NA
PLANNING COMMISSION HEARING
DATE: JUNE 19, 2025 TIME: 1:30 PM
LOCATION: West PASCO Goverment CTR. - 1st Floor
BOARD RM, 8731 Citizens DR, New PORT Richey, FL 34654
BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING
DATE: July 15, 2025 TIME: 1:30 PM
LOCATION: Historic Pasco Co. Courthouse - 2nd Floor
BOARD ROOM, 37918 Meridian Ave, Dade City, FL 33525
FOR MORE INFORMATION CONTACT:
PASCO COUNTY PLANNING & DEVELOPMENT DEPT.
planning@pascocountyfl.net or 727-847-8142
www.pascocountyfl.net



39602

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-037 was published in said newspaper by print in the issues of 06/04/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **06/04/2025**

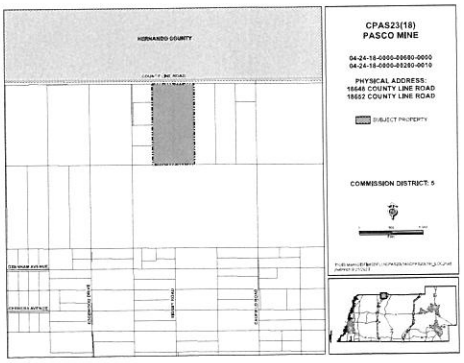
Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 05) FROM RES-1 (RESIDENTIAL 1 DU/GA) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 19.41 ACRES OF REAL PROPERTY LOCATED AT THE SOUTH SIDE OF COUNTY LINE ROAD, A TEXT AMENDMENT CREATING SUBAREA POLICY FLU 7.1.74-PASCO MINE, AND A MAP AMENDMENTTO THE FUTURE LAND USE MAP 2-9 ADDING SUBAREA MAP 2-9(74) PASCO MINE; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.



On **Thursday, June 19, 2025, at 1:30 pm**, the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing at the **West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida** to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On **Tuesday, July 15, 2025, at 1:30 pm**, the Pasco County Board of County Commissioners will hold an adoption public hearing at the **Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.**

[CPAS23(18) Pasco Mine]

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-037

6/04/2025 DB

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

CLARKE G. HOBBY, ESQ. / HOBBY & HOBBY, P.A.
Record Title Holder(s) or Authorized Representative Name(s)

That it is the owner and record title holder or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 04-24-18-0000-00600-0000 and 04-24-18-0000-00200-0010

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: PASCO MINE PD / MPUD

Project Number: CPAS 23(18) and RZ 7749

Request: APPLICATION FOR ZONING AMENDMENT TO MPUD and COMP PLAN AMENDMENT TO PD

That attached is the following:

____ Proof of publication from the _____ (newspaper name, if applicable).

__X__ Certificate of mailing for the notices, which were mailed on 06/04/25 (Date).

__X__ Photos showing the placement of and language on the signage, which was posted on 06/05/25 (Date).

FURTHER AFFIANT SAYETH NOT

Clarke G. Hobby

The foregoing instrument was acknowledged before me the 6/5/25 (date), by Clarke G. Hobby (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

DANYETTE RODRIGUEZ NOTARY PUBLIC MY COMMISSION EXPIRES 2-23-2028 STATE OF FLORIDA COMMISSION NUMBER HH 482726

NOTARY PUBLIC

HOBBY & HOBBY, P.A.
Attorneys and Counselors at Law

H. Clyde Hobby
Clarke G. Hobby
John C. White (of counsel)

109 N. Brush St., Ste. 250
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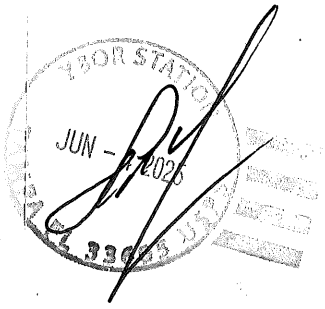

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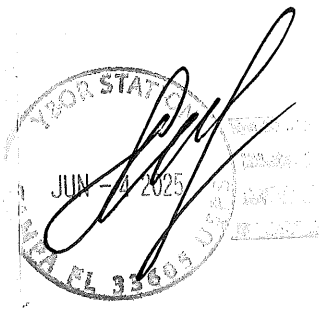

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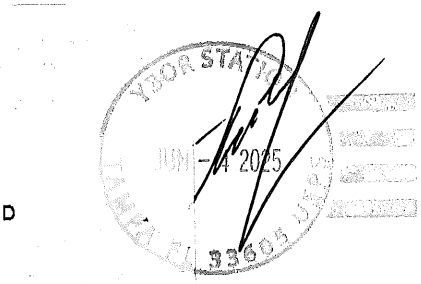

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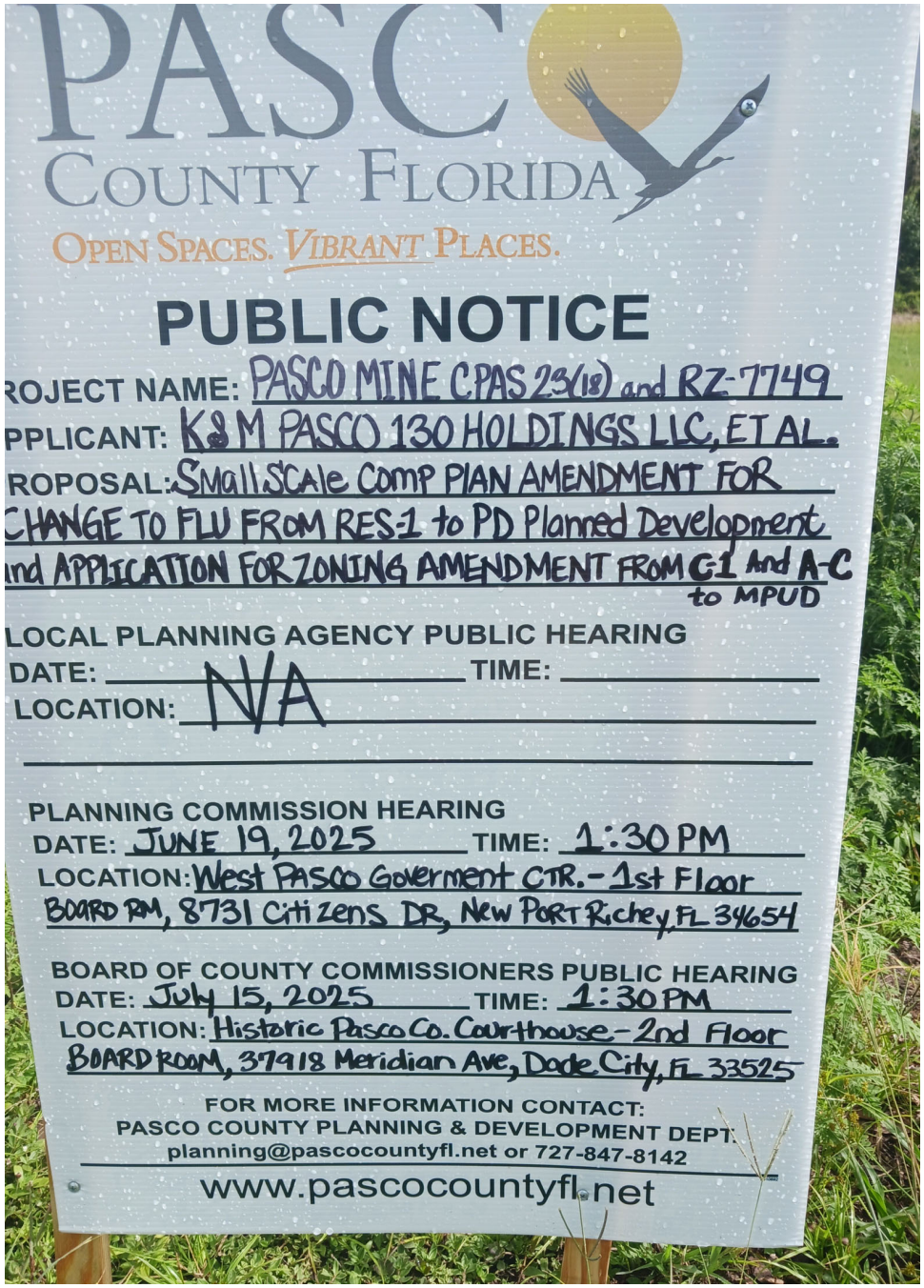
On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Planning and Development Department.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Sincerely,

Clarke G. Hobby

Clarke G. Hobby


PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
PUBLIC NOTICE
ROJECT NAME: PASCO MINE C.PAS 23(18) and RZ-7749
PPLICANT: K&M PASCO 130 HOLDINGS LLC, ET AL.
ROPOSAL: Small Scale Comp Plan AMENDMENT FOR
CHANGE TO FLU FROM RES-1 to PD Planned Development
nd APPLICATION FOR ZONING AMENDMENT FROM C-1 and A-C
to MPUD
LOCAL PLANNING AGENCY PUBLIC HEARING
DATE: NA TIME:
LOCATION: NA
PLANNING COMMISSION HEARING
DATE: JUNE 19, 2025 TIME: 1:30 PM
LOCATION: West PASCO Goverment CTR. - 1st Floor
BOARD RM, 8731 Citizens DR, New PORT Richey, FL 34654
BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING
DATE: July 15, 2025 TIME: 1:30 PM
LOCATION: Historic Pasco Co. Courthouse - 2nd Floor
BOARD ROOM, 37918 Meridian Ave, Dade City, FL 33525
FOR MORE INFORMATION CONTACT:
PASCO COUNTY PLANNING & DEVELOPMENT DEPT.
planning@pascocountyfl.net or 727-847-8142
www.pascocountyfl.net



39599

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-039 was published in said newspaper by print in the issues of 06/04/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **06/04/2025**

Signature of Notary of Public
Personally known X or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARINGS
ON A REZONING FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, June 19, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, August 19, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider applications for a rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1 River Ridge Home Inc/River Ridge MPUD (RZ-7688) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District for a parcel located one and a half miles east of Little Road, south of Ridge Road and north of Decubellis Road (aka 29-25-17-0000-00600-0000 et al).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
June 4, 2025 39599

39607

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-040 was published in said newspaper by print in the issues of 06/04/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **06/04/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

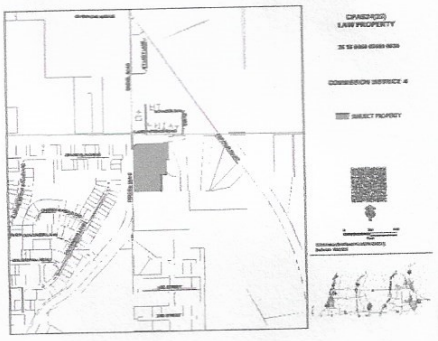
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 20) FROM RES-6 (RESIDENTIAL-6 DU/GA) TO COM (COMMERCIAL) ON APPROXIMATELY 4.67 ACRES LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LAKE PATIENCE ROAD AND PERDEW DRIVE; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.



On **Thursday, June 19, 2025, at 1:30 p.m.**, the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing at the **West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida** to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On **Tuesday, August 19, 2025, at 1:30 p.m.**, the Pasco County Board of County Commissioners will hold an adoption public hearing at the **West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.**

[CPAS24(23) Law Property]

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

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PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-040

6/04/2025 DB

39607-1

39973

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-041 was published in said newspaper by print in the issues of 06/04/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **06/04/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

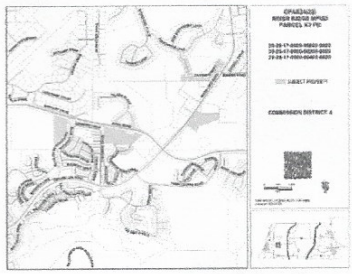
Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

LEGAL NOTICE

NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 11) FROM RES-3 (RESIDENTIAL-3 DU/GA) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 10.42 ACRES OF REAL PROPERTY LOCATED ON THE SOUTH SIDE OF RIDGE ROAD APPROXIMATELY 1,185 FEET WEST OF THE INTERSECTION OF RIDGE ROAD AND MOON LAKE ROAD; AND RES-6 (RESIDENTIAL-6 DU/DA) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 13.03 ACRES OF REAL PROPERTY LOCATED ON THE SOUTH SIDE OF RIDGE ROAD APPROXIMATELY 1,187 FEET WEST OF THE INTERSECTION OF RIDGE ROAD AND MOON LAKE ROAD; AND RES-9 (RESIDENTIAL-9 DU/GA) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 9.86 ACRES OF REAL PROPERTY LOCATED ON THE EAST SIDE OF MOON LAKE ROAD APPROXIMATELY 1,455 NORTH OF THE INTERSECTION OF RIDGE ROAD AND MOON LAKE ROAD; AND A TEXT AMENDMENT CREATING SUBAREA POLICY FLU 7.1.84 – RIVER RIDGE PD; AND A MAP AMENDMENT TO THE FUTURE LAND USE MAP 2-9 ADDING SUBAREA MAP 2-9 (84) RIVER RIDGE PD. AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.



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On **Tuesday, August 19, 2025, at 1:30 p.m.**, the Pasco County Board of County Commissioners will hold an adoption public hearing **at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.**

[CPAS24(22) River Ridge PD]

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

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PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF
COUNTY COMMISSIONERS
PDE25-041

05/04/25 DB 39973-1

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

Justyna Gale, Forward Planning & Design

Owner and Record Title Holder(s) or Authorized Representative Name(s)

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 32-25-17-0000-00200-0032 Parcel J/L ;29-25-17-0000-00600-0000 (MPUD Parcel K3)

30-25-17-0000-00200-0000 (MPUD Parcel I2); 29-25-17-0000-00400-0020 (MPUD Parcel P2)

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: River Ridge MPUD Amendment (RZ-7688) and Comp Plan Amendment (CPA 24(22))

Project Number: RZ-7688 and CPA24(22)

Request: Change Comp Plan to Planned Development (MPUD Parcels I2, K3, P2); Modify Zoning: increase commercial to 125,000 SF and allow certain C-2 uses for K3; add 4 units to Parcel J/L for quadplex; increase height to 50 ft for P2 .

That attached is the following:

_____ Proof of publication from the _____ (newspaper name, if applicable).

x Certificate of mailing for the notices, which were mailed on 6/3/2025 and 6/4/2025 (Date).

x Photos showing the placement of and language on the signage, which was posted on 6/4/2025.

FURTHER AFFIANT SAYETH NOT

STATE OF FL
COUNTY OF Pinellas

(Date)

Justyna Gale

The foregoing instrument was acknowledged before me me by means of ☑ physical presence or ☐ online notarization, this 6-5-25 (date) by Justyna Gale (name of person acknowledging), who is personally known to me or who has produced FL DL (type of identification) as identification.

Seal:

NOTARY PUBLIC

SEAN G. SOMERS
Notary Public, State of Florida
Commission# HH 502404
My comm. expires May 9, 2028

DC 26

RIVER RIDGE HOMES INC
11022 TEE TIME CIR
NEW PORT RICHEY FL 34654-6229

BROWN DEBORAH KAY
7646 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

RASCIONATO ALEXANDER F & TRACY L
7638 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

SMIT PHILIP W & PEGGY A
7630 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

HARDWICK JOHN R & JANET S
7622 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

KRNJAICH MATTHEW J
7610 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

KNIGHT GARY W & KATHRYN
7602 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

BARTLETT ROBERTA E
7594 DAWSON CREEK LN
NEW PORT RICHEY FL 34654

KRAWIEC ANNA
7553 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

SKIK MAGDALENA
7557 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

ELLIS JOANNE
7565 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

ANDERSON REBECCA M
7569 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

ROBINSON LAURAN L REV TRUST
7577 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

RHODES SVETLANA
7585 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

TAYLOR BRENDA
7601 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

BUTLER DEBRA RAE
7615 DAWSON CREEK LN
NEW PORT RICHEY FL 34654

GILLESPIE DONNA M
7627 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

JENNINGS BEVERLY
7635 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

KRAMER JOHN & ANNA LIVING TRUST
7643 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

MOSCHITTO KATHERINE
7651 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

BATHURST BRUCE A & KATHRYN D
7665 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

BUXEDA BRENDA
7687 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

MERENS TAMARA
7699 DAWSON CREEK LN
NEW PORT RICHEY FL 34654

CALDERON GEORGE A & BALSCZAK OCTAVIO C ET AL
7707 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5415

MUSTO BARBARA
7715 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5415

EDGEWATER AT RIVER RIDGE COUNTRY CLUB ASS INC
7084 W. Gulf to Lake Hwy STE A
Crystal River FL 34429





0000

U.S. POSTAGE PAID
OLDSMAR, FL
34677
JUN 04, 25
AMOUNT
$16.90
S2324M502281-60

26 pieces

P2 7

DEB LIMITED PARTNERSHIP
C/O ALAN S GASSMAN PA
1245 COURT ST STE 102
CLEARWATER FL 33756-5856

DMMD I LLC
360 BLANCA AVE
TAMPA FL 33606-3630

MOON LAKE ROAD VENTURE LLC
3100 MCKINNON ST STE 250
DALLAS TX 75201

PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PINNACLE TOWERS ACQUISITION LLC
PMB 353
4017 WASHINGTON RD
MC MURRAY PA 15317-2520

RIVER RIDGE APTS OWNER LLC
2202 N WESTSHORE BLVD SUITE 125
TAMPA FL 33607

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE INC
PO BOX 278
DADE CITY FL 33526-0278

UNITED STATES POSTAL SERVICE

0000

U.S. POSTAGE PAID
OLDSMAR, FL
34677
JUN 04, 25
AMOUNT
$4.55
S2324M502281-60

7 pieces

OLDSMAR FL 34677 USPS JUN - 4 2025

I2 102

2018-4 IH BORROWER LP
1717 MAIN ST
STE 2000
DALLAS TX 75201

7948 EMPIRE COURT LLC
15321 AZRA DR
ODESSA FL 33556-1864

ADAMS NICK A & JANET T
962 BAYSHORE DR
TARPON SPRINGS FL 34689-2411

AHONEN CAIN
7937 LANSING DRIVE
NEW PORT RICHEY FL 34654

AIRPORT INVESTORS INC
8901 AIRWAY BLVD
NEW PORT RICHEY FL 34654-5101

AMERICAN HOMES 4 RENT C/O PROPERTY TAX DEPARTMENT
23975 PARK SORRENTO
SUITE 300
CALABASAS CA 91302

BANKSTON ALLEN C & CONSTANCE
7954 HATHAWAY DR
NEW PORT RICHEY FL 34654-6021

BATCHELOR RICHARD G
10700 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

BELLA RENTAL HOUSE LLC
9049 CALLAWAY DR
NEW PORT RICHEY FL 34655

BELLEVILLE MARCEL B & JUANITA A
10715 EARHART DR
NEW PORT RICHEY FL 34654-5215

BIONDO CHASE
8114 HATHAWAY DR
NEW PORT RICHEY FL 34654

BLUBAUGH THERESA M
10804 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6029

BRADY DEBBIE L
10800 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6060

BRIDGE SFR IV SEED BORROWER LLC
6836 MORRISON BLVD STE 320
CHARLOTTE NC 28211-4399

BROCK DARRELL EUGENE & DANIELLE CHRISTINE
7940 LANSING DR
NEW PORT RICHEY FL 34654-6025

CARLSON MICHAEL TROY JOHN
8106 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

CARPER C STEPHEN & SUSAN M
10804 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

CPI/AMHERST SFR PROGRAM RS LLC
5001 PLAZA ON THE LAKE STE 200
AUSTIN TX 78746

OLDSMAR FL 34677 JUN - 4 2025 USPS

CRACCHIOLO MATTHEW
10815 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6061

DENNY MICHELLE V
8014 HATHAWAY DR
NEW PORT RICHEY FL 34654-6023

DERANEY PAMELA J & GEORGE
7930 EMPIRE CT
NEW PORT RICHEY FL 34654-5860

DIAMANTOPULOS MARIO & ARIE FAMILY TRUST
10235 WORTHY LAMB WAY
NEW PORT RICHEY FL 34654-3646

DOUGLAS RICARDO
501 116TH AVE N APT 102
SAINT PETERSBURG FL 33716

EAGLES LANDING BAPTIST CHURCH INC
7975 RIVER RIDGE BLVD
NEW PORT RICHEY FL 34654-6000

EQUITY CORPORATION OF PASCO COUNTY INC
PO BOX 1055
NEW PORT RICHEY FL 34656-1055

FRYDRYCH KRYSTYNA
8043 LANSING DR
NEW PORT RICHEY FL 34654-6043

G & O SOLUTIONS ENTERPRISES
7135 TANGLEWOOD DR
NEW PORT RICHEY FL 34654-5721

GEE ANTHONY RICHARD & ANNETTE B
10720 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

GENOCCHIO ANTHONY FRANZ & NENA LAVAN
10824 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

GILSON DAVID R & DIANNE E
10731 EARHART DR
NEW PORT RICHEY FL 34654-5215

GONZALEZ DELMY & PERCY J
8011 HATHAWAY DR
NEW PORT RICHEY FL 34654-6024

GOODEN DANIEL THOMAS & DAWN
8013 LANSING DR
NEW PORT RICHEY FL 34654-6028

GUTENBERG FL LLC
1 UNION SQUARE W STE 301
NEW YORK NY 10003

HALL ROGER M & URREA NURIA & HANDLER MARK
10808 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6029

HILBISH JILLIAN & SHERMAN RYAN ALAN
10851 KENMORE DR
NEW PORT RICHEY FL 34654

HOAGUE DONNA M
8102 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

HORNBY JULIA E
4224 E BROADWAY
LONG BEACH CA 90803-1549

JENNETT CHRISTOPHER STEVEN
10740 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

JEZIORSKI LUKASZ
16 FOREMOST MOUNTAIN ROAD
TOWACO NJ 07082

JOHNSEN ASHLEE
8005 LANSING DR
NEW PORT RICHEY FL 34654-6028

KALABALUKOVIC ADMIR
10909 KENMORE DR
NEW PORT RICHEY FL 34654-6039

KALIVAS JOHN P & KALIVAS JOHN J
1176 OVERCASH DR
DUNEDIN FL 34698-5505

KERR DARREN WILSON & CLAUDIA ROSALIA
7942 HATHAWAY DR
NEW PORT RICHEY FL 34654-6021

KEZEMIDES GEORGE & KATERINA
9703 MILANO DR
TRINITY FL 34655-4679

LINARES ZORAIDA
10816 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6029

LOVEGROVE BETTY LOU
8018 HATHAWAY DR
NEW PORT RICHEY FL 34654-6023

LOVERO NATHAN & CAITLIN
10850 KENMORE DR
NEW PORT RICHEY FL 34654-6038

LYON CHERYL L
10301 PINENEEDLES DR
NEW PORT RICHEY FL 34654-5909



MARTIN GEOFFREY & CHRISTINA
7942 EMPIRE CT
NEW PORT RICHEY FL 34654-5860

MCARTHUR CLAUDIA I
8040 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

MCH SFR PROPERTY OWNER 1 LLC
14355 COMMERCE WAY
MIAMI LAKES FL 33016-1502

MERMELSTEIN DANIELLA R
8036 LANSING DR
NEW PORT RICHEY FL 34654-6042

MILLER JUDY
10807 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6046

MONTAN OMAR & LILY
7939 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

MURPHY GERARD M
8001 LANSING DR
NEW PORT RICHEY FL 34654-6028

NORRIS KATHLEEN A
8123 HATHAWAY DR
NEW PORT RICHEY FL 34654-6037

OAKS AT RIVER RIDGE HOMEOWNERS
5510 RIVER RD SUITE 104
NEW PORT RICHEY FL 34652

OCONNOR MARY E
8019 HATHAWAY DR
NEW PORT RICHEY FL 34654-6024

OLYMPUS BORROWER 1 LLC
PO BOX 4090
SCOTTSDALE AZ 85261

OWENS JUDITH R
8012 LANSING DR
NEW PORT RICHEY FL 34654-6027

PALL AEROPOWER CORPORATION
10540 RIDGE RD STE 200
NEW PORT RICHEY FL 34654-5111

PASCO COUNTY
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PENCE ERIC S & DENISE M
8003 HATHAWAY DR
NEW PORT RICHEY FL 34654-6024

PETERS FRANK J & PETERS CLIFFORD CHRISTOPHER
8037 LANSING DR
NEW PORT RICHEY FL 34654-6043

POLANCO FRANCISCO O MENDEZ & VARGAS JENNIFFER
7928 HATHAWAY DR
NEW PORT RICHEY FL 34654-6021

POREBSKI PETER T & POREBSKI JOYCE M TRUST
8841 SKYMASTER DR
NEW PORT RICHEY FL 34654-5237

PROGRESS RESIDENTIAL BORROWER 1 LLC
PO BOX 4090
SCOTTSDALE AZ 85261-4090

RAYBOULD JESSIE A
12110 CARVER AVE
NEW PORT RICHEY FL 34654-4713

RECCHI DANIEL & ALICIA
10845 KENMORE DR
NEW PORT RICHEY FL 34654-6050

REESE JEANNE M REV TRUST REESE JEANNE M TRUSTEE
PO BOX 1069
PORT RICHEY FL 34673-1069

RIVER RIDGE HOMES INC
11022 TEE TIME CIR
NEW PORT RICHEY FL 34654

ROBINETTE ALMA D & TIMOTHY P
PO BOX 145
NEW PORT RICHEY FL 34656-0145

RODRIGUEZ STEPHEN PAUL & TERESA MICHELLE
10901 EARHART DR
NEW PORT RICHEY FL 34654-5204

RUSSELL RAY & HABLA-RUSSELL GALE A TRUST
10915 KENMORE DR
NEW PORT RICHEY FL 34654-6039

RYBA THOMAS A & CHRISTINA R
10809 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6061

SANDERFER SUSAN M TRUST SANDERFER SUSAN M TRUSTEE
8026 HATHAWAY DR
NEW PORT RICHEY FL 34654

SATKOWSKI ARLENE M
10836 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

SAYLOR GLENN E & JOANN
10920 EARHART DR
NEW PORT RICHEY FL 34654-5216

SCHMIDT TIMOTHY JAMES & WEINLEIN STEVEN JOHN
10805 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6061

SCIALABBA CAROL A
7935 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

SFR JV 1 2019 1 BORROWER LLC C/O TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-5426

SFR XII TAMPA OWNER 1 LP
9200 E HAMPTON DR
CAPITOL HEIGHTS MD 20743-3820

SHAHINIAN JINEV LIVING TRUST SHAHINIAN JINEV TRUSTEE
10903 KENMORE DR
NEW PORT RICHEY FL 34654-6039

SPILLMAN SCOTT
7932 LANSING DR
NEW PORT RICHEY FL 34654-6025

SRP SUB LLC
1717 MAIN ST STE 2000
DALLAS TX 75201-4657

STARR WILLIAM D TRUST STARR WILLIAM D TRUSTEE
10605 EARHART DR
NEW PORT RICHEY FL 34654-5215

STOKES JASON DANIEL & MARY JOHANNA
8103 HATHAWAY DR
NEW PORT RICHEY FL 34654-6037

STROBBE NICHOLAS D & ELLIOTT NICOEL
10841 EARHART DR
NEW PORT RICHEY FL 34654-5215

TAH MS BORROWER LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-8014

OLDSMAR FL 34677 USPS JUN - 4 2025

THE OAKS AT RIVER RIDGE HOMEOWNERS ASS INC C/O
PROGRESSIVE INC
6014 US HIGHWAY 19 N STE 100
NEW PORT RICHEY FL 34652-2535

TIWARY ANURAG DEVESH
10653 EARHART DR
NEW PORT RICHEY FL 34654-5215

TOPIC JOSIP & TOPIC SANDRA
10910 KENMORE DR
NEW PORT RICHEY FL 34654-6045

TRANS AM SFE II LLC
5001 PLAZA ON THE LK STE 200
AUSTIN TX 78746-1053

TRIOLO NATHAN A & DIANE
8016 LANSING DR
NEW PORT RICHEY FL 34654-6027

VAN DEILEN RONALD J & JACQUELINE G
7915 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

VERNEY SIMONE M
9145 TOPNECK ST
NEW PORT RICHEY FL 34654-4477

WATERS SANDRA & DAVID R
7936 EMPIRE CT
NEW PORT RICHEY FL 34654

WEISENFELD SARAH
7931 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

WHITMORE KEVIN R
8127 HATHAWAY DR
NEW PORT RICHEY FL 34654-6037

WIAK-PEREZ ANNA J & WIAK CECILIA & WIAK MIROSLAW
8115 HATHAWAY DR
PORT RICHEY FL 34654

WORTEL VICKI M & RONALD J
8052 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036



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ALTO ASSET COMPANY 1 LLC
5001 PLZ ON THE LAKE
STE 200
AUSTIN TX 78746-1053

AMERICAN HOMES 4 RENT C/O PROPERTY TAX DEPT
23975 PARK SORRENTO
SUITE 300
CALABASAS CA 91302

AMH 2015-1 BORROWER LLC C/O PROPERTY TAX DEPT
23975 PARK SOREENTO
SUITE 300
CALABASAS CA 91302

BAY WEST RENTALS LLC
3263 GLENNA LN
SARASOTA FL 34239

BERNIER DONALD
11027 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

BIALA LEON W JR
8010 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

BOTTASS MICHAEL J & DAVIS LYNDSIE I
7923 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

BROWN ADRIANNA
11021 KENMORE DR
NEW PORT RICHEY FL 34654

BURCOM LLC
3600 GALILEO DR STE 104
TRINITY FL 34655

CBAR ASSET COMPANY LLC
401 CONGRESS AVE 33RD FL
AUSTIN TX 78701

CORCORAN RAYMOND V & JOAN E REV LIV TRUST
11019 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

COTTRELL RICHARD W IV & TAMI R
11217 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6375

DANGELO BENJAMIN D & JENNIFER
7938 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

DANSEREAU SALLY JOYCE
8020 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

DARE WILLIAM J
11214 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

DELEON HERNAN
11026 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

DENEAU EDWARD C
11152 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

DIRHEIMER JUSTIN
10930 EARHART DR
NEW PORT RICHEY FL 34654-5216

DIVVY HOMES WAREHOUSE A LLC
PMB 81854
548 MARKET ST
SAN FRANCISCO CA 94104

DMMD I LLC
360 BLANCA AVE
TAMPA FL 33606-3630

OLDSMAR FL 34677
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DMMD I LLC
360 BLANCA AVE
TAMPA FL 33606-3630

DOW CULVER I S & EVANS COURTNEY LOIS
11016 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

DULA PHILLIP TODD & SUSAN MICHELE
11006 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

ELYASSI PROPERTIES LLC
13927 NESBIT CT
HUDSON FL 34669

FALCO ANTHONY VINCENT & STACI ELLEN
7939 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654

FELISMINO MA CAMLARIA
11009 KENMORE DR
NEW PORT RICHEY FL 34654

FESPERMAN JENNIFER K
11149 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

FIGUEROA-BUFFARDI YVONNE
11330 LONGHILL DR N
PINELLAS PARK FL 33782-2007

FIRLIK GERALD A & JEAN
11158 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

FKH SFR PROPCO H L P
600 GALLERIA PKWY STE 300
ATLANTA GA 30339

#30 VSE

FLEMING ROLAND THOMAS JR & LINDA DEANNE
11018 BENTWOOD CT
NEW PORT RICHEY FL 34654

FLORCZAK RADOSLAW ALEXANDER
7928 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

FLORIDA COMMERCIAL INVESTMENT II LLC
36181 E LAKE RD
PALM HARBOR FL 34685-3142

FLYING GAFF LLC
3201 TRIDENT TER
NEW PORT RICHEY FL 34652-3064

FYR SFR BORROWER LLC
3505 KOGER BLVD STE 400
DULUTH GA 30096-7672

GAYDA HELEN
7952 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

GELB BRUCE & GAIL
11020 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

GENAO YONI F
7935 CHADWICK DR
NEW PORT RICHEY FL 34654-6069

GERTZ KARL R & CAROLE
11033 KENMORE DR
NEW PORT RICHEY FL 34654-6041

GO FRANCES & BALORIO GLENN
7919 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

GONZALEZ JOSEPH FRANK
7944 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

GORDON ERIC G
10315 LYNWOOD CREEK UNIT 102
SAN ANTONIO TX 78245

GREEN CHAD J & RICHELE E RAND
11003 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

GRIMBERG ALEXANDER R
11216 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

GULLIAN HELEN ELAINE
11139 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

HALAMA CHRISTINE M
452 BROADWAY ST
CHICOPEE MA 01020-2403

HAMPTON VILLAGE AT RIVER RIDGE ASSOCIATION INC
7084 W GULF TO LAKE HWY
CRYSTAL RIVER FL 34429-7838

OLDSMAR FL 34677
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HATALA CAROL A
11230 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

HIDDEN RIDGE OF PASCO HOMEOWNERS ASS INC
3600 GALILEO DR STE 103
TRINITY FL 34655

HILL CODY A & SILVIA DAKOTA A
11011 FREEMONT DR
NEW PORT RICHEY FL 34654

HITT RAYMOND REYNOLDS III
11145 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

HOFFMAN ANDREA
11001 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

HOLLIS AMY
11028 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

JASSOY ELIZABETH L
11155 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

KEROLLOS KEROLLOS & ABDELSAYED SARA
11210 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

KEZEMIDES GEORGE & KATERINA
9703 MILANO DR
TRINITY FL 34655-4679

KOCOTOS PETER THOMAS
11022 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

KOSTURSKI JOSEPH & ROSEMARY LIVING TRUST
11234 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

KOWAL BRYAN & SARA
10900 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5214

LAMB GEORGE BRAD & LINDA MARIE
11001 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

KSE 30

LLOYD JUSTIN DOUGLAS & MINDA GENABE
8104 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

LOEFFLER FAMILY TRUST LOEFFLER ROBERT H & REBECCA
7928 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

LYONS CLIFFORD & ROSEMARY TRST
11220 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

MARSOLINO JAMES LOUIS & PATRICIA ANN
11222 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

MCKALE ALLEN M & RUBY
11027 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

MICKUS DAVID & MICHELLE
8116 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

MILE HIGH TL BORROWER 1 (INCOME) LLC
PO BOX 4090
SCOTTSDALE AZ 85261

MORGAN VIVIENNE B & JERRY F
11031 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

MORRIS IRVIN W JR & ET AL
8038 CHADWICK DRIVE
NEW PORT RICHEY FL 34654

MORRISON EUGENE A & LUCILLE E LIVING TRUST
11142 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

MULLIS MASON W II & SANDRALEE
11219 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6375

MURPHY ELIZABETH G
7918 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

NEW PORT RICHEY PROPERTIES LLC
1975 HEMPSTEAD TPKE STE 309
EAST MEADOW NY 11554

NEW PORT RICHEY PROPERTIES LLC
1975 HEMPSTEAD TPKE STE 309
EAST MEADOW NY 11554

NGUYEN BINH & PHAN MIMI
12542 ECLIPSE CT
NEW PORT RICHEY FL 34654-6354

NIX DAVID L & CONSTANCE B
7933 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

NIX MARLICE J
11153 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

NOVICK SHERI L
7946 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

OAKS AT RIVER RIDGE HOMEOWNERS
5510 RIVER RD SUITE 104
NEW PORT RICHEY FL 34652

ONEILL TRUST ONEILL RONALD & BONNIE
7927 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

OUELLETTE ROBERT G & BARBARA A
11236 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

ODSMAR FL 34677
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PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PASEK TOMASZ W & DOROTA J
11151 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

PETERS CLIFFORD C
8004 CHADWICK DRIVE
NEW PORT RICHEY FL 34654

PLANTE-GRUNDSET PAMELA A
11146 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

PROGRESS RESIDENTIAL BORROWER
PO BOX 4090
SCOTTSDALE AZ 85261-4090

PSIHOULAS ALEXIA
11021 FREEMONT DR
NEW PORT RICHEY FL 34654

RAMOS ALEXANDER
11030 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

RAVENNA ANTHONY SILVIO & SHANNA LYNN
11000 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

RHOADS JEFFREY L JR
4351 SEAGULL DR
NEW PORT RICHEY FL 34652-2006

RIVER RIDGE HOMES INC
11022 TEE TIME CIR
NEW PORT RICHEY FL 34654

RODRIGUEZ FAMILY TRUST RODRIGUEZ ESPIRIDION
11215 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

ROUNDS LYNDA G
11148 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

RUDNICKA MARIA & PIETRUSZEWSKI ALEXANDER
11144 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

RUDNICKA MARIA L
8000 CHADWICK DRIVE
NEW PORT RICHEY FL 34654

RYAN WILLIAM L
11015 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

SAFKO BETTY F TRUST
C/O MARY KNIGHT
10914 BRIDLETON RD
PORT RICHEY FL 34668-2657

SCARICACIOTTOLI TRUST
7932 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654

SCHMITTDIEL CHARLES J
11005 MILLBURY CT
NEW PORT RICHEY FL 34654

SCHUELKE LILIANA & MICHAEL
11154 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

SECKEL ROBERT L JR
11015 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

SEHMI HARJEET S
11001 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

SEREBOFF JENNIFER L
11226 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

SEVEN POINTS BORROWER LLC
PO BOX 4090
SCOTTSDALE AZ 85261

SFR JV 1 2019 1 BORROWER LLC TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-5426

SFR JV-1 2020-1 BORROWER LLC TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-5426

SHERTREE PROPERTIES LLC
35117 CONDOMINIUM BLVD
ZEPHYRHILLS FL 33541

SIGNORELLI TINA M & GARY M
11012 KENMORE DR
NEW PORT RICHEY FL 34654-6040

SKAGGS JAMES W & CAMACHO ANTONIO
11009 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

SRP SUB LLC
1717 MAIN STREET SUITE 2000
DALLAS TX 75201

STERLING DANIEL M & CAROLINE L
7924 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

OLDSMAR FL 34677
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STODOLNY DANUTA
90 NOVA SCOTIA RD
BRAMPTON ON L6Y 5S9

TREBOR PROPERTIES INC
3152 LITTLE RD #148
TRINITY FL 34655-1864

TRUE NORTH PROPERTY OWNER B LLC
PO BOX 4090
SCOTTSDALE AZ 85261

VALENZANO SHARI L
11 REDCOAT RD
NORWALK CT 06850

VAN BURK NICHOLAS DAVID
8026 CHADWICK DR
NEW PORT RICHEY FL 34654

VENTURA CARLOS E
11021 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

WARD SHARON L
11224 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

WASSERMAN SCOTT M
11018 KENMORE DR
NEW PORT RICHEY FL 34654-6040

WEST JOHN & AN-CHUN
10951 KENMORE DR
NEW PORT RICHEY FL 34654-6039

#4 LSE

WINDSOR PLACE AT RIVER RIDGE
C/O PARKLANE REAL ESTATE SVCS
7084 W. GULF TO LAKE HWY
CRYSTAL RIVER FL 34429-7838

YEIDER BARBARA
7930 BARCLAY RD
NEW PORT RICHEY FL 34654-6049

YIP ALLAN YIU-WOO & WAI-HUNG ALFORD
8100 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

ZARAGOZA KAREN
11014 AUSTIN CT
NEW PORT RICHEY FL 34654-6033





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Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-043 was published in said newspaper by print in the issues of 06/08/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **06/08/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

CORRECTIVED NOTICE OF PUBLIC HEARINGS ON A REZONING FOR PROPERTIES LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, June 19, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, August 19, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider applications for a rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. River Ridge Home Inc/River Ridge MPUD (RZ-7688) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District to substantially modify the MPUD and the associated entitlements. The River Ridge MPUD is generally located on the south side of Ridge Road west of the intersection of Ridge Road and Decubellis/Moon Lake Road; and on the north and south sides of Ridge Road east of the intersection of Ridge Road and Decubellis/Moon Lake Road.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-043

June 8, 2025 41240

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

Justyna Gale, Forward Planning & Design

Owner and Record Title Holder(s) or Authorized Representative Name(s)

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 32-25-17-0000-00200-0032 Parcel J/L ;29-25-17-0000-00600-0000 (MPUD Parcel K3)

30-25-17-0000-00200-0000 (MPUD Parcel I2); 29-25-17-0000-00400-0020 (MPUD Parcel P2)

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: River Ridge MPUD Amendment (RZ-7688) and Comp Plan Amendment (CPA 24(22))

Project Number: RZ-7688 and CPA24(22)

Request: Change Comp Plan to Planned Development (MPUD Parcels I2, K3, P2); Modify Zoning: increase commercial to 125,000 SF and allow certain C-2 uses for K3; add 4 units to Parcel J/L for quadplex; increase height to 50 ft for P2 .

That attached is the following:

_____ Proof of publication from the _____ (newspaper name, if applicable).

x Certificate of mailing for the notices, which were mailed on 6/3/2025 and 6/4/2025.
(Date)

x Photos showing the placement of and language on the signage, which was posted on 6/4/2025.

FURTHER AFFIANT SAYETH NOT

STATE OF FL
COUNTY OF Pinellas

(Date)

Justyna Gale

The foregoing instrument was acknowledged before me me by means of ☑ physical presence or ☐ online notarization, this 6-5-25 (date) by Justyna Gale (name of person acknowledging), who is personally known to me or who has produced FL DL (type of identification) as identification.

Seal:

NOTARY PUBLIC

SEAN G. SOMERS
Notary Public, State of Florida
Commission# HH 502404
My comm. expires May 9, 2028

DC 26

RIVER RIDGE HOMES INC
11022 TEE TIME CIR
NEW PORT RICHEY FL 34654-6229

BROWN DEBORAH KAY
7646 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

RASCIONATO ALEXANDER F & TRACY L
7638 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

SMIT PHILIP W & PEGGY A
7630 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

HARDWICK JOHN R & JANET S
7622 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

KRNJAICH MATTHEW J
7610 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

KNIGHT GARY W & KATHRYN
7602 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

BARTLETT ROBERTA E
7594 DAWSON CREEK LN
NEW PORT RICHEY FL 34654

KRAWIEC ANNA
7553 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

SKIK MAGDALENA
7557 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

ELLIS JOANNE
7565 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

ANDERSON REBECCA M
7569 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

ROBINSON LAURAN L REV TRUST
7577 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

RHODES SVETLANA
7585 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

TAYLOR BRENDA
7601 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

BUTLER DEBRA RAE
7615 DAWSON CREEK LN
NEW PORT RICHEY FL 34654

GILLESPIE DONNA M
7627 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

JENNINGS BEVERLY
7635 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

KRAMER JOHN & ANNA LIVING TRUST
7643 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

MOSCHITTO KATHERINE
7651 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

BATHURST BRUCE A & KATHRYN D
7665 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

BUXEDA BRENDA
7687 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

MERENS TAMARA
7699 DAWSON CREEK LN
NEW PORT RICHEY FL 34654

CALDERON GEORGE A & BALSCZAK OCTAVIO C ET AL
7707 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5415

MUSTO BARBARA
7715 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5415

EDGEWATER AT RIVER RIDGE COUNTRY CLUB ASS INC
7084 W. Gulf to Lake Hwy STE A
Crystal River FL 34429





0000

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P2 7

DEB LIMITED PARTNERSHIP
C/O ALAN S GASSMAN PA
1245 COURT ST STE 102
CLEARWATER FL 33756-5856

DMMD I LLC
360 BLANCA AVE
TAMPA FL 33606-3630

MOON LAKE ROAD VENTURE LLC
3100 MCKINNON ST STE 250
DALLAS TX 75201

PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PINNACLE TOWERS ACQUISITION LLC
PMB 353
4017 WASHINGTON RD
MC MURRAY PA 15317-2520

RIVER RIDGE APTS OWNER LLC
2202 N WESTSHORE BLVD SUITE 125
TAMPA FL 33607

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE INC
PO BOX 278
DADE CITY FL 33526-0278

UNITED STATES POSTAL SERVICE

0000

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I2 102

2018-4 IH BORROWER LP
1717 MAIN ST
STE 2000
DALLAS TX 75201

7948 EMPIRE COURT LLC
15321 AZRA DR
ODESSA FL 33556-1864

ADAMS NICK A & JANET T
962 BAYSHORE DR
TARPON SPRINGS FL 34689-2411

AHONEN CAIN
7937 LANSING DRIVE
NEW PORT RICHEY FL 34654

AIRPORT INVESTORS INC
8901 AIRWAY BLVD
NEW PORT RICHEY FL 34654-5101

AMERICAN HOMES 4 RENT C/O PROPERTY TAX DEPARTMENT
23975 PARK SORRENTO
SUITE 300
CALABASAS CA 91302

BANKSTON ALLEN C & CONSTANCE
7954 HATHAWAY DR
NEW PORT RICHEY FL 34654-6021

BATCHELOR RICHARD G
10700 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

BELLA RENTAL HOUSE LLC
9049 CALLAWAY DR
NEW PORT RICHEY FL 34655

BELLEVILLE MARCEL B & JUANITA A
10715 EARHART DR
NEW PORT RICHEY FL 34654-5215

BIONDO CHASE
8114 HATHAWAY DR
NEW PORT RICHEY FL 34654

BLUBAUGH THERESA M
10804 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6029

BRADY DEBBIE L
10800 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6060

BRIDGE SFR IV SEED BORROWER LLC
6836 MORRISON BLVD STE 320
CHARLOTTE NC 28211-4399

BROCK DARRELL EUGENE & DANIELLE CHRISTINE
7940 LANSING DR
NEW PORT RICHEY FL 34654-6025

CARLSON MICHAEL TROY JOHN
8106 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

CARPER C STEPHEN & SUSAN M
10804 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

CPI/AMHERST SFR PROGRAM RS LLC
5001 PLAZA ON THE LAKE STE 200
AUSTIN TX 78746

OLDSMAR FL 34677 JUN - 4 2025 USPS

CRACCHIOLO MATTHEW
10815 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6061

DENNY MICHELLE V
8014 HATHAWAY DR
NEW PORT RICHEY FL 34654-6023

DERANEY PAMELA J & GEORGE
7930 EMPIRE CT
NEW PORT RICHEY FL 34654-5860

DIAMANTOPULOS MARIO & ARIE FAMILY TRUST
10235 WORTHY LAMB WAY
NEW PORT RICHEY FL 34654-3646

DOUGLAS RICARDO
501 116TH AVE N APT 102
SAINT PETERSBURG FL 33716

EAGLES LANDING BAPTIST CHURCH INC
7975 RIVER RIDGE BLVD
NEW PORT RICHEY FL 34654-6000

EQUITY CORPORATION OF PASCO COUNTY INC
PO BOX 1055
NEW PORT RICHEY FL 34656-1055

FRYDRYCH KRYSTYNA
8043 LANSING DR
NEW PORT RICHEY FL 34654-6043

G & O SOLUTIONS ENTERPRISES
7135 TANGLEWOOD DR
NEW PORT RICHEY FL 34654-5721

GEE ANTHONY RICHARD & ANNETTE B
10720 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

GENOCCHIO ANTHONY FRANZ & NENA LAVAN
10824 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

GILSON DAVID R & DIANNE E
10731 EARHART DR
NEW PORT RICHEY FL 34654-5215

GONZALEZ DELMY & PERCY J
8011 HATHAWAY DR
NEW PORT RICHEY FL 34654-6024

GOODEN DANIEL THOMAS & DAWN
8013 LANSING DR
NEW PORT RICHEY FL 34654-6028

GUTENBERG FL LLC
1 UNION SQUARE W STE 301
NEW YORK NY 10003

HALL ROGER M & URREA NURIA & HANDLER MARK
10808 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6029

HILBISH JILLIAN & SHERMAN RYAN ALAN
10851 KENMORE DR
NEW PORT RICHEY FL 34654

HOAGUE DONNA M
8102 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

HORNBY JULIA E
4224 E BROADWAY
LONG BEACH CA 90803-1549

JENNETT CHRISTOPHER STEVEN
10740 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

JEZIORSKI LUKASZ
16 FOREMOST MOUNTAIN ROAD
TOWACO NJ 07082

JOHNSEN ASHLEE
8005 LANSING DR
NEW PORT RICHEY FL 34654-6028

KALABALUKOVIC ADMIR
10909 KENMORE DR
NEW PORT RICHEY FL 34654-6039

KALIVAS JOHN P & KALIVAS JOHN J
1176 OVERCASH DR
DUNEDIN FL 34698-5505

KERR DARREN WILSON & CLAUDIA ROSALIA
7942 HATHAWAY DR
NEW PORT RICHEY FL 34654-6021

KEZEMIDES GEORGE & KATERINA
9703 MILANO DR
TRINITY FL 34655-4679

LINARES ZORAIDA
10816 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6029

LOVEGROVE BETTY LOU
8018 HATHAWAY DR
NEW PORT RICHEY FL 34654-6023

LOVERO NATHAN & CAITLIN
10850 KENMORE DR
NEW PORT RICHEY FL 34654-6038

LYON CHERYL L
10301 PINENEEDLES DR
NEW PORT RICHEY FL 34654-5909



MARTIN GEOFFREY & CHRISTINA
7942 EMPIRE CT
NEW PORT RICHEY FL 34654-5860

MCARTHUR CLAUDIA I
8040 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

MCH SFR PROPERTY OWNER 1 LLC
14355 COMMERCE WAY
MIAMI LAKES FL 33016-1502

MERMELSTEIN DANIELLA R
8036 LANSING DR
NEW PORT RICHEY FL 34654-6042

MILLER JUDY
10807 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6046

MONTAN OMAR & LILY
7939 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

MURPHY GERARD M
8001 LANSING DR
NEW PORT RICHEY FL 34654-6028

NORRIS KATHLEEN A
8123 HATHAWAY DR
NEW PORT RICHEY FL 34654-6037

OAKS AT RIVER RIDGE HOMEOWNERS
5510 RIVER RD SUITE 104
NEW PORT RICHEY FL 34652

OCONNOR MARY E
8019 HATHAWAY DR
NEW PORT RICHEY FL 34654-6024

OLYMPUS BORROWER 1 LLC
PO BOX 4090
SCOTTSDALE AZ 85261

OWENS JUDITH R
8012 LANSING DR
NEW PORT RICHEY FL 34654-6027

PALL AEROPOWER CORPORATION
10540 RIDGE RD STE 200
NEW PORT RICHEY FL 34654-5111

PASCO COUNTY
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PENCE ERIC S & DENISE M
8003 HATHAWAY DR
NEW PORT RICHEY FL 34654-6024

PETERS FRANK J & PETERS CLIFFORD CHRISTOPHER
8037 LANSING DR
NEW PORT RICHEY FL 34654-6043

POLANCO FRANCISCO O MENDEZ & VARGAS JENNIFFER
7928 HATHAWAY DR
NEW PORT RICHEY FL 34654-6021

POREBSKI PETER T & POREBSKI JOYCE M TRUST
8841 SKYMASTER DR
NEW PORT RICHEY FL 34654-5237

PROGRESS RESIDENTIAL BORROWER 1 LLC
PO BOX 4090
SCOTTSDALE AZ 85261-4090

RAYBOULD JESSIE A
12110 CARVER AVE
NEW PORT RICHEY FL 34654-4713

RECCHI DANIEL & ALICIA
10845 KENMORE DR
NEW PORT RICHEY FL 34654-6050

REESE JEANNE M REV TRUST REESE JEANNE M TRUSTEE
PO BOX 1069
PORT RICHEY FL 34673-1069

RIVER RIDGE HOMES INC
11022 TEE TIME CIR
NEW PORT RICHEY FL 34654

ROBINETTE ALMA D & TIMOTHY P
PO BOX 145
NEW PORT RICHEY FL 34656-0145

RODRIGUEZ STEPHEN PAUL & TERESA MICHELLE
10901 EARHART DR
NEW PORT RICHEY FL 34654-5204

RUSSELL RAY & HABLA-RUSSELL GALE A TRUST
10915 KENMORE DR
NEW PORT RICHEY FL 34654-6039

RYBA THOMAS A & CHRISTINA R
10809 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6061

SANDERFER SUSAN M TRUST SANDERFER SUSAN M TRUSTEE
8026 HATHAWAY DR
NEW PORT RICHEY FL 34654

SATKOWSKI ARLENE M
10836 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

SAYLOR GLENN E & JOANN
10920 EARHART DR
NEW PORT RICHEY FL 34654-5216

SCHMIDT TIMOTHY JAMES & WEINLEIN STEVEN JOHN
10805 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6061

SCIALABBA CAROL A
7935 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

SFR JV 1 2019 1 BORROWER LLC C/O TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-5426

SFR XII TAMPA OWNER 1 LP
9200 E HAMPTON DR
CAPITOL HEIGHTS MD 20743-3820

SHAHINIAN JINEV LIVING TRUST SHAHINIAN JINEV TRUSTEE
10903 KENMORE DR
NEW PORT RICHEY FL 34654-6039

SPILLMAN SCOTT
7932 LANSING DR
NEW PORT RICHEY FL 34654-6025

SRP SUB LLC
1717 MAIN ST STE 2000
DALLAS TX 75201-4657

STARR WILLIAM D TRUST STARR WILLIAM D TRUSTEE
10605 EARHART DR
NEW PORT RICHEY FL 34654-5215

STOKES JASON DANIEL & MARY JOHANNA
8103 HATHAWAY DR
NEW PORT RICHEY FL 34654-6037

STROBBE NICHOLAS D & ELLIOTT NICOEL
10841 EARHART DR
NEW PORT RICHEY FL 34654-5215

TAH MS BORROWER LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-8014

OLDSMAR FL 34677 USPS JUN - 4 2025

THE OAKS AT RIVER RIDGE HOMEOWNERS ASS INC C/O
PROGRESSIVE INC
6014 US HIGHWAY 19 N STE 100
NEW PORT RICHEY FL 34652-2535

TIWARY ANURAG DEVESH
10653 EARHART DR
NEW PORT RICHEY FL 34654-5215

TOPIC JOSIP & TOPIC SANDRA
10910 KENMORE DR
NEW PORT RICHEY FL 34654-6045

TRANS AM SFE II LLC
5001 PLAZA ON THE LK STE 200
AUSTIN TX 78746-1053

TRIOLO NATHAN A & DIANE
8016 LANSING DR
NEW PORT RICHEY FL 34654-6027

VAN DEILEN RONALD J & JACQUELINE G
7915 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

VERNEY SIMONE M
9145 TOPNECK ST
NEW PORT RICHEY FL 34654-4477

WATERS SANDRA & DAVID R
7936 EMPIRE CT
NEW PORT RICHEY FL 34654

WEISENFELD SARAH
7931 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

WHITMORE KEVIN R
8127 HATHAWAY DR
NEW PORT RICHEY FL 34654-6037

WIAK-PEREZ ANNA J & WIAK CECILIA & WIAK MIROSLAW
8115 HATHAWAY DR
PORT RICHEY FL 34654

WORTEL VICKI M & RONALD J
8052 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

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#30 KJE K3 124

ALTO ASSET COMPANY 1 LLC
5001 PLZ ON THE LAKE
STE 200
AUSTIN TX 78746-1053

AMERICAN HOMES 4 RENT C/O PROPERTY TAX DEPT
23975 PARK SORRENTO
SUITE 300
CALABASAS CA 91302

AMH 2015-1 BORROWER LLC C/O PROPERTY TAX DEPT
23975 PARK SOREENTO
SUITE 300
CALABASAS CA 91302

BAY WEST RENTALS LLC
3263 GLENNA LN
SARASOTA FL 34239

BERNIER DONALD
11027 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

BIALA LEON W JR
8010 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

BOTTASS MICHAEL J & DAVIS LYNDSIE I
7923 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

BROWN ADRIANNA
11021 KENMORE DR
NEW PORT RICHEY FL 34654

BURCOM LLC
3600 GALILEO DR STE 104
TRINITY FL 34655

CBAR ASSET COMPANY LLC
401 CONGRESS AVE 33RD FL
AUSTIN TX 78701

CORCORAN RAYMOND V & JOAN E REV LIV TRUST
11019 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

COTTRELL RICHARD W IV & TAMI R
11217 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6375

DANGELO BENJAMIN D & JENNIFER
7938 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

DANSEREAU SALLY JOYCE
8020 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

DARE WILLIAM J
11214 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

DELEON HERNAN
11026 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

DENEAU EDWARD C
11152 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

DIRHEIMER JUSTIN
10930 EARHART DR
NEW PORT RICHEY FL 34654-5216

DIVVY HOMES WAREHOUSE A LLC
PMB 81854
548 MARKET ST
SAN FRANCISCO CA 94104

DMMD I LLC
360 BLANCA AVE
TAMPA FL 33606-3630

OLDSMAR FL 34677
JUN 3 2025
USPS

DMMD I LLC
360 BLANCA AVE
TAMPA FL 33606-3630

DOW CULVER I S & EVANS COURTNEY LOIS
11016 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

DULA PHILLIP TODD & SUSAN MICHELE
11006 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

ELYASSI PROPERTIES LLC
13927 NESBIT CT
HUDSON FL 34669

FALCO ANTHONY VINCENT & STACI ELLEN
7939 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654

FELISMINO MA CAMLARIA
11009 KENMORE DR
NEW PORT RICHEY FL 34654

FESPERMAN JENNIFER K
11149 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

FIGUEROA-BUFFARDI YVONNE
11330 LONGHILL DR N
PINELLAS PARK FL 33782-2007

FIRLIK GERALD A & JEAN
11158 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

FKH SFR PROPCO H L P
600 GALLERIA PKWY STE 300
ATLANTA GA 30339

#30 VSE

FLEMING ROLAND THOMAS JR & LINDA DEANNE
11018 BENTWOOD CT
NEW PORT RICHEY FL 34654

FLORCZAK RADOSLAW ALEXANDER
7928 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

FLORIDA COMMERCIAL INVESTMENT II LLC
36181 E LAKE RD
PALM HARBOR FL 34685-3142

FLYING GAFF LLC
3201 TRIDENT TER
NEW PORT RICHEY FL 34652-3064

FYR SFR BORROWER LLC
3505 KOGER BLVD STE 400
DULUTH GA 30096-7672

GAYDA HELEN
7952 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

GELB BRUCE & GAIL
11020 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

GENAO YONI F
7935 CHADWICK DR
NEW PORT RICHEY FL 34654-6069

GERTZ KARL R & CAROLE
11033 KENMORE DR
NEW PORT RICHEY FL 34654-6041

GO FRANCES & BALORIO GLENN
7919 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

GONZALEZ JOSEPH FRANK
7944 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

GORDON ERIC G
10315 LYNWOOD CREEK UNIT 102
SAN ANTONIO TX 78245

GREEN CHAD J & RICHELE E RAND
11003 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

GRIMBERG ALEXANDER R
11216 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

GULLIAN HELEN ELAINE
11139 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

HALAMA CHRISTINE M
452 BROADWAY ST
CHICOPEE MA 01020-2403

HAMPTON VILLAGE AT RIVER RIDGE ASSOCIATION INC
7084 W GULF TO LAKE HWY
CRYSTAL RIVER FL 34429-7838

OLDSMAR FL 34677
JUN 3 2025
USPS

HATALA CAROL A
11230 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

HIDDEN RIDGE OF PASCO HOMEOWNERS ASS INC
3600 GALILEO DR STE 103
TRINITY FL 34655

HILL CODY A & SILVIA DAKOTA A
11011 FREEMONT DR
NEW PORT RICHEY FL 34654

HITT RAYMOND REYNOLDS III
11145 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

HOFFMAN ANDREA
11001 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

HOLLIS AMY
11028 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

JASSOY ELIZABETH L
11155 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

KEROLLOS KEROLLOS & ABDELSAYED SARA
11210 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

KEZEMIDES GEORGE & KATERINA
9703 MILANO DR
TRINITY FL 34655-4679

KOCOTOS PETER THOMAS
11022 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

KOSTURSKI JOSEPH & ROSEMARY LIVING TRUST
11234 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

KOWAL BRYAN & SARA
10900 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5214

LAMB GEORGE BRAD & LINDA MARIE
11001 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

KSE 30

LLOYD JUSTIN DOUGLAS & MINDA GENABE
8104 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

LOEFFLER FAMILY TRUST LOEFFLER ROBERT H & REBECCA
7928 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

LYONS CLIFFORD & ROSEMARY TRST
11220 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

MARSOLINO JAMES LOUIS & PATRICIA ANN
11222 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

MCKALE ALLEN M & RUBY
11027 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

MICKUS DAVID & MICHELLE
8116 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

MILE HIGH TL BORROWER 1 (INCOME) LLC
PO BOX 4090
SCOTTSDALE AZ 85261

MORGAN VIVIENNE B & JERRY F
11031 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

MORRIS IRVIN W JR & ET AL
8038 CHADWICK DRIVE
NEW PORT RICHEY FL 34654

MORRISON EUGENE A & LUCILLE E LIVING TRUST
11142 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

MULLIS MASON W II & SANDRALEE
11219 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6375

MURPHY ELIZABETH G
7918 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

NEW PORT RICHEY PROPERTIES LLC
1975 HEMPSTEAD TPKE STE 309
EAST MEADOW NY 11554

NEW PORT RICHEY PROPERTIES LLC
1975 HEMPSTEAD TPKE STE 309
EAST MEADOW NY 11554

NGUYEN BINH & PHAN MIMI
12542 ECLIPSE CT
NEW PORT RICHEY FL 34654-6354

NIX DAVID L & CONSTANCE B
7933 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

NIX MARLICE J
11153 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

NOVICK SHERI L
7946 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

OAKS AT RIVER RIDGE HOMEOWNERS
5510 RIVER RD SUITE 104
NEW PORT RICHEY FL 34652

ONEILL TRUST ONEILL RONALD & BONNIE
7927 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

OUELLETTE ROBERT G & BARBARA A
11236 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

ODESSA FL 34677
JUN 3 2025
USPS

PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PASEK TOMASZ W & DOROTA J
11151 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

PETERS CLIFFORD C
8004 CHADWICK DRIVE
NEW PORT RICHEY FL 34654

PLANTE-GRUNDSET PAMELA A
11146 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

PROGRESS RESIDENTIAL BORROWER
PO BOX 4090
SCOTTSDALE AZ 85261-4090

PSIHOULAS ALEXIA
11021 FREEMONT DR
NEW PORT RICHEY FL 34654

RAMOS ALEXANDER
11030 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

RAVENNA ANTHONY SILVIO & SHANNA LYNN
11000 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

RHOADS JEFFREY L JR
4351 SEAGULL DR
NEW PORT RICHEY FL 34652-2006

RIVER RIDGE HOMES INC
11022 TEE TIME CIR
NEW PORT RICHEY FL 34654

RODRIGUEZ FAMILY TRUST RODRIGUEZ ESPIRIDION
11215 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

ROUNDS LYNDA G
11148 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

RUDNICKA MARIA & PIETRUSZEWSKI ALEXANDER
11144 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

RUDNICKA MARIA L
8000 CHADWICK DRIVE
NEW PORT RICHEY FL 34654

RYAN WILLIAM L
11015 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

SAFKO BETTY F TRUST
C/O MARY KNIGHT
10914 BRIDLETON RD
PORT RICHEY FL 34668-2657

SCARICACIOTTOLI TRUST
7932 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654

SCHMITTDIEL CHARLES J
11005 MILLBURY CT
NEW PORT RICHEY FL 34654

SCHUELKE LILIANA & MICHAEL
11154 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

SECKEL ROBERT L JR
11015 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

SEHMI HARJEET S
11001 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

SEREBOFF JENNIFER L
11226 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

SEVEN POINTS BORROWER LLC
PO BOX 4090
SCOTTSDALE AZ 85261

SFR JV 1 2019 1 BORROWER LLC TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-5426

SFR JV-1 2020-1 BORROWER LLC TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-5426

SHERTREE PROPERTIES LLC
35117 CONDOMINIUM BLVD
ZEPHYRHILLS FL 33541

SIGNORELLI TINA M & GARY M
11012 KENMORE DR
NEW PORT RICHEY FL 34654-6040

SKAGGS JAMES W & CAMACHO ANTONIO
11009 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

SRP SUB LLC
1717 MAIN STREET SUITE 2000
DALLAS TX 75201

STERLING DANIEL M & CAROLINE L
7924 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

OLDSMAR FL 34677
JUN 3 2025
USPS

STODOLNY DANUTA
90 NOVA SCOTIA RD
BRAMPTON ON L6Y 5S9

TREBOR PROPERTIES INC
3152 LITTLE RD #148
TRINITY FL 34655-1864

TRUE NORTH PROPERTY OWNER B LLC
PO BOX 4090
SCOTTSDALE AZ 85261

VALENZANO SHARI L
11 REDCOAT RD
NORWALK CT 06850

VAN BURK NICHOLAS DAVID
8026 CHADWICK DR
NEW PORT RICHEY FL 34654

VENTURA CARLOS E
11021 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

WARD SHARON L
11224 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

WASSERMAN SCOTT M
11018 KENMORE DR
NEW PORT RICHEY FL 34654-6040

WEST JOHN & AN-CHUN
10951 KENMORE DR
NEW PORT RICHEY FL 34654-6039

#4 LSE

WINDSOR PLACE AT RIVER RIDGE
C/O PARKLANE REAL ESTATE SVCS
7084 W. GULF TO LAKE HWY
CRYSTAL RIVER FL 34429-7838

YEIDER BARBARA
7930 BARCLAY RD
NEW PORT RICHEY FL 34654-6049

YIP ALLAN YIU-WOO & WAI-HUNG ALFORD
8100 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

ZARAGOZA KAREN
11014 AUSTIN CT
NEW PORT RICHEY FL 34654-6033





U.S. POSTAGE PAID
OLDSMAR, FL
34677
JUN 03, 25
AMOUNT
$22.10
S2324M502594-02



U.S. POSTAGE PAID
OLDSMAR, FL
34677
JUN 03, 25
AMOUNT
$19.50
S2324M502594-02



U.S. POSTAGE PAID
OLDSMAR, FL
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JUN 03, 25
AMOUNT
$19.50
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U.S. POSTAGE PAID
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AMOUNT
$19.50
S2324M502594-02

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
GREY, CHARLES ROBERT	PLANNING & ZONING
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
5636 GRAND BLVD. PASCO	☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY: NEW PORT RICHEY COUNTY:	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
6-19-25	☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, CHARLES R. GREY, hereby disclose that on 6-19, 20 25:

(a) A measure came or will come before my agency which (check one or more)

✓ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

#PC3 & #PC4
AGENT FOR THE PROPERTY OWNER

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

June 19, 2025
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Jaime P. Girardi, P.E.	Pasco County Planning Commission
MAILING ADDRESS 9400 River Crossing Boulevard, Suite 102	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY: New Port Richey — COUNTY: Pasco	NAME OF POLITICAL SUBDIVISION: Planning Commission
DATE ON WHICH VOTE OCCURRED 6/19/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Jaime P. Girardi, hereby disclose that on June 19, 20 25 :

(a) A measure came or will come before my agency which (check one or more)

_X_ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative, _____ ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

CPAS24 (22) River Ridge PD (PC 5) - My firm periodically works with one of the applicants on miscellaneous engineering tasks on the subject property.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

6/19/2025
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Jaime P. Girardi, P.E.	Pasco County Planning Commission
MAILING ADDRESS 9400 River Crossing Boulevard, Suite 102	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY: New Port Richey — COUNTY: Pasco	NAME OF POLITICAL SUBDIVISION: Planning Commission
DATE ON WHICH VOTE OCCURRED 6/19/2025	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Jaime P. Girardi, hereby disclose that on June 19, 20 25 :

(a) A measure came or will come before my agency which (check one or more)

_X_ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative, _____ ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

River Ridge MPUD Master Planned Unit Development – River Ridge Homes, Inc. Substantial Modification (PC 6) - My firm periodically works with one of the applicants on miscellaneous engineering tasks on the subject property.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

6/19/2025
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS, DEVELOPMENT REVIEW COMMITTEE OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, CONDITIONAL USES, SPECIAL EXCEPTIONS, DEVELOPMENTS OF REGIONAL IMPACT, PRELIMINARY OR CONSTRUCTION PLAN APPROVALS, AND APPEALS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: JON MOODY, P.E.

Date of Meeting/Discussion: 06/18/25 & 06/19/25 Location of Meeting/Discussion: PHONE CALL

Parties Attending Meeting/Discussion **(additional parties provide information on back of this form):**

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Clarke Hobby / Hobby & Hobby, P.A.	813-223-3338	Hobby & Hobby, P.A.	Attorney

Application/Matter Being Discussed (include name and public hearing date, if known):
PASCO MIND PD/MPUD

County Staff Contact Person For Application: PATTY CRIST YINGLING

Specific Topics/Issues Being Discussed. Check all that apply:

X	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands		Aesthetics/landscaping
X	Compatibility of uses		Legal
X	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

	Provided in the same form to Zoning/Growth Management/Development Review Staff prior to the public hearing for inclusion in the record of the public hearing.
	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
X	Presented in the same form at the public hearing.
	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

TO BE COMPLETED BY LOCAL PUBLIC OFFICIAL:

Other Disclosures (Disclosure of the Information Below Using this Form is Optional; This Information May Also Be Disclosed by the Local Public Official at the Public Hearing).

	Site Visit or Site Investigation.
	Receipt of Written Correspondence, Diagrams, Plans, Pictures or E-mails Which Have Been Attached to Disclosure Form, Provided to Staff or Will Be Disclosed at Public Hearing.

*Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above prior to the public hearing **or** provide the disclosure form (and any attachments) at the commencement of the public hearing for the application identified above.

PASCO MINE
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 7749

Master Development Plans

1. Development shall be in accordance with the plans and information submitted August 21, 2023, January 25, 2024, and March 28, 2025; the Land Development Code (LDC); and the Comprehensive Plan unless otherwise stipulated or modified herein.

Environmental

2. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

3. The applicant shall provide a 100% gopher tortoise burrow survey conducted according to FFWCC guidelines, the FFWCC gopher tortoise relocation permit and FFWCC accepted after action report prior to issuance of site development placard. If site construction does not commence within 90 days from the date of the most recent 100% gopher tortoise survey or capture activities, a new gopher tortoise burrow survey must be completed to ensure gopher tortoises have not moved in and, if found, a valid permit must be obtained, amended, or acted on to capture and relocate all tortoises prior to commencing any site clearing.

4. Suitable nest cavities for the Southeastern American Kestrel were observed within the project area. All suitable nest cavities shall be surveyed for kestrel activity during the breeding season (March 1 to July 31). All potential nesting cavities shall be identified, recorded, and clearly identified in the field. The applicant shall abide by current FFWCC permitting guidelines and provide documentation from FFWCC that they are in conformance with the guidelines prior to issuance of site development placard.

5. A copy of the SWFWMD Environmental Resource Permit (ERP) shall be submitted to the Pasco County project record prior to issuance of site development placard.

Open Space/Buffering

6. Prior to the first certificate of occupancy or equivalent for a concrete batch plant within the MPUD (which is only allowed in the portion of the MPUD depicted as “Concrete Batch Plant” on the MPUD Master Plan), Applicant/developer shall install a Type “C” landscape buffer along the west boundary of the MPUD. Otherwise, Applicant/developer shall install a Type “C” landscape buffer along the western boundary of the MPUD in phases as development occurs along the western boundary. The landscape buffers along the north and east boundaries of the MPUD shall be in accordance with the LDC. No landscape

buffer shall be required along the south boundary because the MPUD is adjacent to an active mine. Existing vegetation may be used to satisfy requirements pursuant to LDC section 905.2 and shall not require an alternative standard application. No internal landscape buffers between industrial uses shall be required.

7. The developer(s) shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the State of Florida, Secretary of State, and/or, if approved, by the BCC or State of Florida, a Community Development District (CDD). The association(s) or District(s) shall encompass the entire boundaries of the MPUD except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board). The developer(s) shall convey in fee simple to the association(s) or the CDD(s), for ownership and maintenance, open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special-purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association(s) as well, but only to the CDD(s) if such special power, pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowners'/property owners'/condominium owners'/merchants' association(s) or CDD documents, including Articles of Incorporation with proof of being filed with the State of Florida, Secretary of State, restrictive covenants, and all exhibits shall be submitted to the Survey Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD that funded such improvements as applicable. Notwithstanding any other provision of this condition, the developer shall not be required to dedicate any open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, or other special purpose areas to such an association or CDD, or include such areas with such association or CDD boundaries, if the affected areas are located entirely within a commercial or industrial (including the concrete batch plant) parcel under single ownership.

8. The applicant shall replace any tree inches removed for this project and shall place them within any required landscaping; however if enough landscaping is not required to mitigate the tree removal and the applicant cannot find additional common area to plant the required number of tree inches, then the applicant shall pay into the tree mitigation fund at the rate established by resolution of the BCC (Resolution 08-284, as amended) as follows: $50.00 per inch but not to exceed $500.00 for each 2,000 square feet of the first-floor building area pursuant to Section 802.3.C of the LDC, and, as to the area on which the Concrete Batch Plant is located, $50.00 per inch, but not to exceed $500.00 for such Concrete Batch Plant area.

Transportation/Circulation

9. The Timing and Phasing Analysis submitted by the applicant assumes the following land uses: 30,000 sq. ft. of retail, 150,000 sq. ft. of light industrial, and a concrete batch plant. Any development of land use(s) that generate(s) greater traffic impacts than those assumed shall require an updated Timing and Phasing Analysis utilizing a methodology

approved by the County. The PC, BCC, or County Administrator or designee, may impose additional conditions on the applicant or developer based on the updated County-approved Timing and Phasing Analysis.

10. The entire project must be platted, or if platting is not required, all building permits must be issued prior to December 31, 2030, or an updated Timing and Phasing Analysis utilizing a methodology approved by Pasco County shall be required. Additional conditions based upon the updated timing and phasing analysis may be imposed by the County.

Access Management

11. The access points shown on the master plan are conceptual only. Permanent placement of each access point shall be determined at the time of review with the corresponding PSP/PDP and shall meet established access-management criteria. Based on the corresponding PSP/PDP, County Administrator, or designee, may impose additional conditions on the applicant/developer.

12. At each PDP/PSP approval, the County Engineer, or designee, may also require site-specific internal or external intersection improvements. Intersection improvements shall be in accordance with the LDC and Access Management Standards as amended.

13. Unless otherwise determined at the time of PSP/PDP review through the appropriate review and approval process pursuant to the LDC, access to any commercial out-parcels shall be provided from internal drives or parking areas.

14. The developer has provided a Substandard Road Application for County Line Road. There are no substandard road impacts to County Line Road that require mitigation by Developer. Developer shall not be responsible for any improvements to County Line, or any proportionate share payment for any improvements to County Line Road, other than access-related improvements and any fugitive dust control measures required pursuant to Condition No. 18, which shall be the Developer's obligation.

Dedication of Right-of-Way

15. Street connections and rights-of-way to adjoining areas to the east, south, and west shall be provided to give access to such areas and/or to provide for proper traffic circulation as determined necessary at the time of PDP approval. Those streets that are required to ensure adequate traffic flow to and through the land are to remain public and shall not be gated.

16. In the case of private streets, and any amenities within those rights-of-way such as paths, trails, sidewalks, and any other non-vehicular accessways, dedication and maintenance shall be the responsibility of the mandatory homeowners'/property owners'/condominium owners'/merchants' association(s) or an appropriate entity other than the County. Pasco County will not be responsible for the maintenance of any private streets or private access amenities.

17. Subject to the provisions of the LDC, Section 901.2.J. (Transportation-Corridor Management; Dedication-Rough Proportionality), the developer(s) is not required to

convey any right-of-way for County Line Road (Pasco County Corridor Preservation Table as amended, located in the Comprehensive Plan, Transportation Element, for arterial/collector and major intersection right-of-way requirements).

Design/Construction Specifications

18. The operator shall be responsible for controlling fugitive dust attributed to work. All access roadways shall be maintained by the operator in a dust-free condition at all times. Appropriate dust-control techniques shall be conducted at the operator's expense when, in the opinion of the County Administrator or designee, dust control becomes necessary.

19. Developer(s) shall protect the Weeki Wachee springshed by prohibiting application of fertilizer in the upland buffer areas, limiting fertilizer application in landscaped or grassed areas to the dry season (October 1st through May 30th) using only contractors holding a Florida Department of Agriculture and Consumer Services Commercial Urban Fertilizer Certification, and by requiring all lots served by septic to measure more than one acre in size.

20. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County shall be notified within two working days of the resources found on the site.

21. If the property to the east, south, and west has an approved PDP/PSP or is built-out, then prior to PDP/PSP submittal for development within the Commercial/Retail portion of the MPUD, the developer shall supply evidence that it has coordinated with the developer(s) and engineer(s)/surveyor(s) of the adjoining parcels to the east and west, to identify and provide the location of the required interconnecting roadway [such interconnecting roadways do not include the collector/arterial/vision roadways as depicted on the approved master plan]. The following information shall be shown on all PDPs/PSPs and construction plans/construction site plans that include or abut the interconnecting roadway: location (by State plane coordinates), centerline, right-of-way width, cross section, elevation of centerline, grade, and centerline geometry (tangent bearing/curve geometry) to provide a seamless continuation of this road at property lines.

22. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available at the time of preliminary plan/preliminary site plan approval. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to Planning, Development, and Economic Growth Department (PDE) for review and approval prior to or concurrent with the PDP/PSP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and

approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP/PSP submittal the approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit-accommodation-facilities construction is approved with the overall transit-accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users/patrons access to such facilities.

23. All sidewalks, bike paths (not including bike lanes within the pavement of any roadway accepted by the County for maintenance), multi-use trails, and other non-vehicular pathways within the rights-of-way of any roadways within the MPUD shall not be the maintenance responsibility of the County.

24. As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD(s) is hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD(s) that are identified within this rezoning approval. Further, any obligations of the developer contained in this approval may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. However, such CDD shall not be authorized to levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

    a. Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.

    b. No debt or obligation of such CDD shall constitute a burden on any Public Property.

Utilities/Water Service/Wastewater Disposal

25. Applicant/developer will rely on well and septic for the subject development in compliance with applicable FDEP/Health Department rules until such time as central water and wastewater connections are required to serve the Light Industrial, Commercial, or Retail portions of the MPUD (the County acknowledges that central water/sewer are not required for the existing office within the MPUD that serves the existing mine, nor the Concrete Batch Plant, both of which may be served by well and septic), at which time Applicant/developer shall connect to such central facilities unless Pasco County Utilities otherwise approves of the same. At such time, a Master Utility Plan for the entire development shall be submitted to the Utilities Services Branch for review and approval prior to or concurrent with submittal of the first construction plan/construction site plan. This utility plan shall show, at a minimum, the following:

    a. Trunk sewer lines and lift stations.

b. Main potable water lines and non-potable water lines, if applicable.

c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a non-potable water system for irrigation.

d. Method of lighting for all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.

e. A Master Utility Plan shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems and shall be in conformance with the Utilities Services Plan guidelines implemented by the Utilities Services Branch.

26. Prior to the time the connections to central water and wastewater services are required as set forth above, the developer(s) and the County shall enter into a Utilities Service Agreement.

27. At such time as the connections to central water and wastewater services are required as set forth above, the developer(s) shall construct all water and wastewater facilities within the development to current County standards. A complete set of instructions may be obtained from the Utilities Services Branch.

28. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developer(s)/owner(s) and its successors and assigns, agree to the following:

a. In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, and then only for so long as such a production failure or shortfall exists, the developer(s)/ owner(s) shall transfer to the County any and all Water Use Permits or water-use rights the developer(s)/owner(s) may have to use or consume surface or ground water within the subject property, provided that the same are not needed to continue any existing agricultural uses on the subject property, in which case, such transfer shall not be required as long as such agricultural uses are active.

b. Prior to the developer(s)/owner(s) selling water, Water Use Permits, or water-use rights, the developer(s)/owner(s) shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.

Stormwater

29. The applicant shall contact the SWFWMD Engineering & Watershed Management Section for the latest floodplain study information available for design.

30. At time of the first site development permit, the applicant shall comply with applicable County floodplain management requirements.

31. The applicant shall verify if the proposed project is within a Basin of Special Concern. If the project lies in or partially within a Basin of Special Concern, the applicant shall comply with Basin of Special Concern criteria requirements.

32. All pass-through drainage shall have an access and maintenance easement over it. This easement shall be to Pasco County granting the County the right, but not obligation, to access and maintain.

Land Use

33. Land Use maximums shall be in accordance with the following Permitted Uses and Development Limits Table.

Table 1

Permitted Uses and Development Limits

Permitted Uses	Density/Intensity
Commercial/Retail	30,000 Square Feet
Light Industrial	150,000 Square Feet
Concrete Batch Plant	7 Acres (Not limited by square feet or FAR)

34. The permitted Commercial/Retail uses, except for those uses listed below as being prohibited, shall be all permitted uses set forth in the C-2 General Commercial Zoning District in effect at the time of adoption of this MPUD, and specifically including all retail, professional and other services, office (including administrative, medical and professional, medical facilities and clinics), entertainment (including, without limitation, theaters, bars and lounges), civic, cultural, restaurants, hotels/motels, residential treatment and care facilities (including assisted living facilities), daycare, churches, public safety and governmental uses, and educational facilities (including public [charter and traditional] and private schools, colleges, post-secondary and technical schools). The following uses, however, shall be prohibited within the MPUD:

(a) Stand-alone car washes, unless the car wash is owned and operated by a Big Box user in conjunction with its primary use.

(b) New or pre-owned vehicle sales or leasing with outdoor vehicle storage/displays; however, new or pre-owned vehicle sales or leasing is specifically permitted if all vehicle displays, and storage are located completely indoors.

(c) Cabinet, carpentry, plumbing, electrical, mechanical, welding, machine, sheet metal or other similar trade shops except in the areas where Light Industrial uses

are permitted in the MPUD.

(d) RV/Boat or outdoor storage.

(e) Vehicle or equipment garage or mechanical service.

(f) Stand-alone lawn mower or small equipment sales or repairs; lawn mower or small equipment sales are specifically permitted if owned and operated by a Big Box user in conjunction with its primary use.

(g) Mortuaries, funeral homes, or crematoriums.

(h) Stand-alone pottery, propane, septic tank, or sod sales; such uses are specifically permitted if owned and operated by a Big Box user in conjunction with its primary use.

(i) Outdoor shooting or archery ranges.

(j) Solar power collection facility.

(k) Automobile towing, collection, or storage facility.

(l) Mini-Warehouses and Self-Storage facilities within 200 feet of the County Line Road right-of-way.

For purposes of the foregoing requirements, a "Big Box user" shall mean a user subject to Section 1102 of the LDC pursuant to the applicability provision of Section 1102.2 of the LDC.

35. All permitted uses set forth in the I-1 (Light Industrial) Zoning District in effect at the time of adoption of this MPUD (which shall not prohibit Applicant/developer from later seeking conditional use permits or special exceptions within such area in accordance with the LDC) shall be permitted in all "industrial" areas on the MPUD Master Plan. Within the area labeled as "Concrete Batch Plant" on the MPUD Master Plan (the "Concrete Batch Plant"), the permitted uses will be (a) such foregoing I-1 (Light Industrial) Zoning District uses in effect at the time of adoption of this MPUD (which shall not prohibit Applicant/developer from later seeking conditional use permits or special exceptions within such area in accordance with the LDC), (b) the Concrete Batch Plant, which covers a portion of the MPUD, and (c) the office, temporary construction trailer, haul route (private road), drainage pond, truck scale and storage shown on the approved mining plans associated therewith, Exhibit 1. The dimensional and bulk standards shall be in accordance with non-residential lot standards on the MPUD Master Plan, subject to the exceptions in LDC section 530.1, Height Regulations Exceptions. In addition to the special industrial structures set forth in LDC section 530.1, the Concrete Batch Plant (including the Concrete and Concrete Products Plant Facilities, as hereinafter defined) shall be considered "special industrial structures" and may be erected to a greater height subject to the requirements in LDC section 530.1. In addition to the specific Concrete and Concrete Products Plant Facilities that are specifically permitted below, the Concrete Batch Plant may include: (1) Cement silos, associated transfer/conveying equipment, and air pollution (dust) control and exhaust equipment; and (2) Sand/aggregates storage bins, associated transfer/conveying equipment, and air pollution (dust) control and exhaust equipment. The hours of operation for the Concrete Batch Plant shall be 5:00 A.M. to 5:00 P.M., Monday-Saturday.

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36. The Concrete Batch Plant shall be set back 300 feet from the western boundary of the MPUD.

37. The following conditions apply to the Concrete Batch Plant, which shall specifically allow the following facilities that mix cement and other materials to produce:

SIC Code	NAICS Code	Products
3271-01	327331-02	Concrete building block and brick manufacturing s and bricks (e.g. pavers)
3272-09	327390-02	Concrete Products Other than Block and Brick ManufacturingOther concrete products
3273-01	327320-01	Ready-mixed concrete manufacturing and soil cement

(hereinafter "Concrete and Concrete Products Plant Facility or Facilities")

a. Concrete and Concrete Products Plant Facilities must obtain and maintain an air general permit ("AGP") from the Florida Department of Environmental Protection (FDEP) under Rule 62-210.310(4)(g), (5)(b) or (5)(e), respectively, in the Florida Administrative Code (F.A.C.), as applicable. If the facility exceeds the emissions thresholds established in the respective sections of Rule 62-210.310, F.A.C., the facility cannot operate unless an individual air emissions operation permit is obtained and maintained as required by Chapter 62-212, F.A.C.

b. The Concrete and Concrete Products Plant Facility owner or operator shall submit a copy of the Air General Permit Registration Worksheet (the "Worksheet") to the County concurrent with the Preliminary Site Plan/Construction Plan application. In addition to the equipment list provided in the Worksheet, the owner or operator shall provide a site plan illustrating the locations of equipment within the site, if not already provided in the Preliminary Site Plan/Construction Plan submittal.

c. The owner or operator shall provide a description of the proposed operations at the facility in sufficient detail to demonstrate conformance with the emissions limitations established by the applicable sections in Rule 62-296.414, F.A.C. (Dust emissions limits) and/or the applicable AGP. The types of products manufactured shall be described as well as the maximum estimated annual production of each. All manufacturing processes shall be described, together with a list of all air pollutant emitting equipment and any air pollution control measures and equipment, except for mobile equipment (e.g., front end loaders). Emissions from silos, weigh hoppers (batchers), and other enclosed storage and conveying equipment shall be controlled to the extent necessary to limit visible emissions as required by the applicable sections in Rule 62-296, F.A.C. and/or the applicable AGP.

d. The owner or operator shall provide an analysis of the potential for dust emissions to escape and become airborne from unenclosed facilities and operations (I.e., "unconfined emissions" sources). The analysis must demonstrate control of such sources by enclosure and venting through dust collectors has been addressed by the design in accordance with the applicable AGP. Hoppers, storage, conveyance equipment, including

drop and transfer points must be addressed, as well as truck loading and unloading facilities. Control measures to be evaluated include:

i. Limiting the material drop distances between offloading points and stockpiles and restricting the flow of material using dead boxes, socks, and/or drop-down spouts/sleeves;
ii. Installing hoods, fans, and dust collectors to enclose and vent dusty processes through control equipment;
iii. Enclosing conveyor belts and using belt wipers;
iv. Installing and maintaining dust curtains around material transfer points, such a truck loading stations; and
v. Spraying water or dust suppressants on conveyor feed areas.

e. With the Preliminary Site Plan/Construction Plan submittal, owner or operator shall submit a "Fugitive Dust Control Plan" for the County's review and approval that addresses the potential for dust to be generated by wind and/or vehicle movements from open areas that is visible crossing the facility boundary/property line at or near ground level, and owner or operator shall be required to comply with same. The Fugitive Dust Control Plan shall identify all sources of fugitive dust taking into consideration the locations of the sources within the site, the distance to facility boundaries and predominant wind direction, and frequency of activity. Best Management Practices to be evaluated to control fugitive dust emissions include:

i. Monitoring the moisture content and size(s) of exposed materials (e.g., stockpiles);
ii. Applying water or approved chemical dust suppressants on a regular basis;
iii. Minimizing stockpile heights;
iv. Installing wind breaks or barriers around storage piles;
v. Washing, sweeping, or vacuuming paved surfaces on a scheduled basis;
vi. Paving unpaved surfaces;
vii. Enforcing vehicle speed limits;
viii. Installing wheel wash stations near every vehicle exit location; and
ix. Good housekeeping (i.e., removal of accumulated materials adjacent to loading, unloading, and transfer/drop points).

The Fugitive Dust Control Plan must include a description of operating and maintenance procedures to address fugitive dust potential; employee training procedures; and reporting and recordkeeping.

f. The owner or operator shall notify the County of any equipment changes at least 30 days prior to installation. If installation of new process or air pollution control equipment, alteration of existing process or air pollution control equipment, or replacement of existing process or air pollution control equipment with equipment that is substantially different in terms of capacity, control efficiencies, method of operation, material processed, or intended use is proposed, the owner or operator shall submit a copy of a Worksheet to the County at least 30 days in advance.

g. The owner or operator shall not circumvent any air pollution control device or allow the emissions of air pollutants without the operation of all applicable air pollution control devices.

h. The owner or operator shall operate and maintain the facility consistent with equipment manufacturer's recommendations and good air pollution control practices. The owner or operator shall ensure that the facility maintains its eligibility to use the AGP and complies with all terms and conditions of the AGP.

i. The owner or operator of the facility shall allow a duly authorized representative of the County access to the facility at reasonable times to inspect and test to determine compliance with these criteria.

j. This approval does not relieve the owner or operator of the facility from liabilities and penalties when the construction or operation of the facility causes harm or injury to human health or welfare; causes harm or injury to animal, plant, or aquatic life; or causes harm or injury to property. It does not allow the owner or operator to cause pollution in contravention of Florida law.

k. The owner or operator shall complete an emissions test within 60 days following start up on each dust collector exhaust point, and within 60 days prior to each anniversary of the County approval. The emissions test shall apply visible emissions test methods specified by FDEP. Copies of the test results shall be provided to the County within 30 days of the test date.

l. The owner or operator shall provide the County with copies of all correspondence with FDEP concerning the facility.

m. In the event of an upset or failure of an air pollution control device, the owner or operator shall immediately cease operation of the process equipment controlled by the failed device. The County shall be notified within 24 hours of the failure, followed by an estimate of when the device will be repaired or replaced.

n. The owner or operator shall submit a calendar year annual report summarizing the operation of the facility on or before March 1st of the following year. The report shall detail steps taken to ensure conformance with the conditions of this approval, the AGP, emissions testing results, upsets and exceedances (if any), and the effectiveness and revisions to the Fugitive Dust Control Plan.

38. This MPUD contains land areas that could be construed as being zoned for commercial, industrial, and/or mixed-use, and that have been specifically reserved in the MPUD for such uses to ensure that the project provides the benefits of commercial, industrial, and/or mixed-use development, including but not limited to, adequate employment generation and internal capture of vehicular trips. Accordingly, the applicant/developer has committed to, and is hereby requiring, that the permitted uses for such commercial, industrial, and/or mixed-use areas shall remain those uses required by these MPUD conditions of approval, notwithstanding any potential contrary requirements in Section 125.01055(7), Florida Statutes. This condition shall be construed as a requirement imposed by the applicant/developer, and not a requirement of the County, to the extent it prevents any use allowed or preempted by Section 125.01055(7), Florida Statutes.

39. The maximum floor area for the Commercial/Retail portion shall not exceed 30,000 square feet of gross floor area, including out-parcels.

40. The approved 150,000 square feet of light industrial entitlements and the area designated for only light industrial on the MPUD Master Plan may not be utilized or exchanged for retail or residential land uses. This acreage is in addition to the Concrete Batch Plant on the Master Plan, which such area may be used for a concrete batch plant or other approved light industrial uses.

41. The approved 30,000 square feet of Commercial/retail entitlements may not be utilized or exchanged for residential land uses.

42. The maximum square footage set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable County ordinances and resolutions.

43. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

44. Interim silvicultural and/or agricultural activities shall be permitted until the commencement of development for that portion of the proposed development. Seasonal temporary uses pursuant to Section 530.9 LDC may be allowed with subsequent approval, pursuant to the County's Miscellaneous Permit process for temporary events.

Procedures

45. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or the issuance of the first CO where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

46. The developer(s) shall submit and obtain approval of a Substantial Modification to add uses not previously approved or to reduce open-space or preservation/conservation areas. A Substantial Modification is also required if there is a cumulative increase in

density or intensity of ten percent or more in the number of average daily trips as defined by the Institute of Traffic Engineers and the Pasco County Access Management Team.

47. Unless otherwise approved by the Fire Marshal, or designee, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer(s) shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Fire Marshal, or designee has received such a petition.

48. Unless otherwise approved by the PDE Administrator or designee, a PDP/PSP must be approved for an entire increment (bubble) prior to any phased construction plan/construction site plan approval. and a PSP must also be approved for each commercial increment in its entirety prior to any phased construction site plan approval.

49. PDP/PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, gross floor area ratio of commercial space which have received PDP/PSP approval, construction plan/construction site plan approval, and/or record plat approval.

50. If a PDP/PSP for the entire MPUD is not submitted and approved by December 31, 2030 (subject to any statutory or County-wide extensions issued subsequent to the approval of these revised conditions of approval), the conditions of approval for those portions of the MPUD that do not have (unexpired) PDP or PSP approval shall expire. If the MPUD expires, a new MPUD must be applied for and approved by the BCC, and the conditions of approval shall be in accordance with the Comprehensive Plan and LDC in effect at that time.

51. An extension of time limit for approval as identified above shall be processed as a substantial modification approved by the BCC.

52. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC approved document** is completed (including notarization) and received by the PDE after the BCC action.

53. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC

regarding any modification, or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

54. This MPUD shall not be effective until the corresponding PD (Planned Development) Land Use Classification change is effective.

OWNER'S ACKNOWLEDGMENT:

The owner acknowledges that it has have read, understood, and accepted the above-listed conditions of approval. **Do not sign this document until a final disposition from the BCC regarding this Petition has been received.**

_____ _____
Date Signature

_____
Print Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date), by _____(name of corporation acknowledging) a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

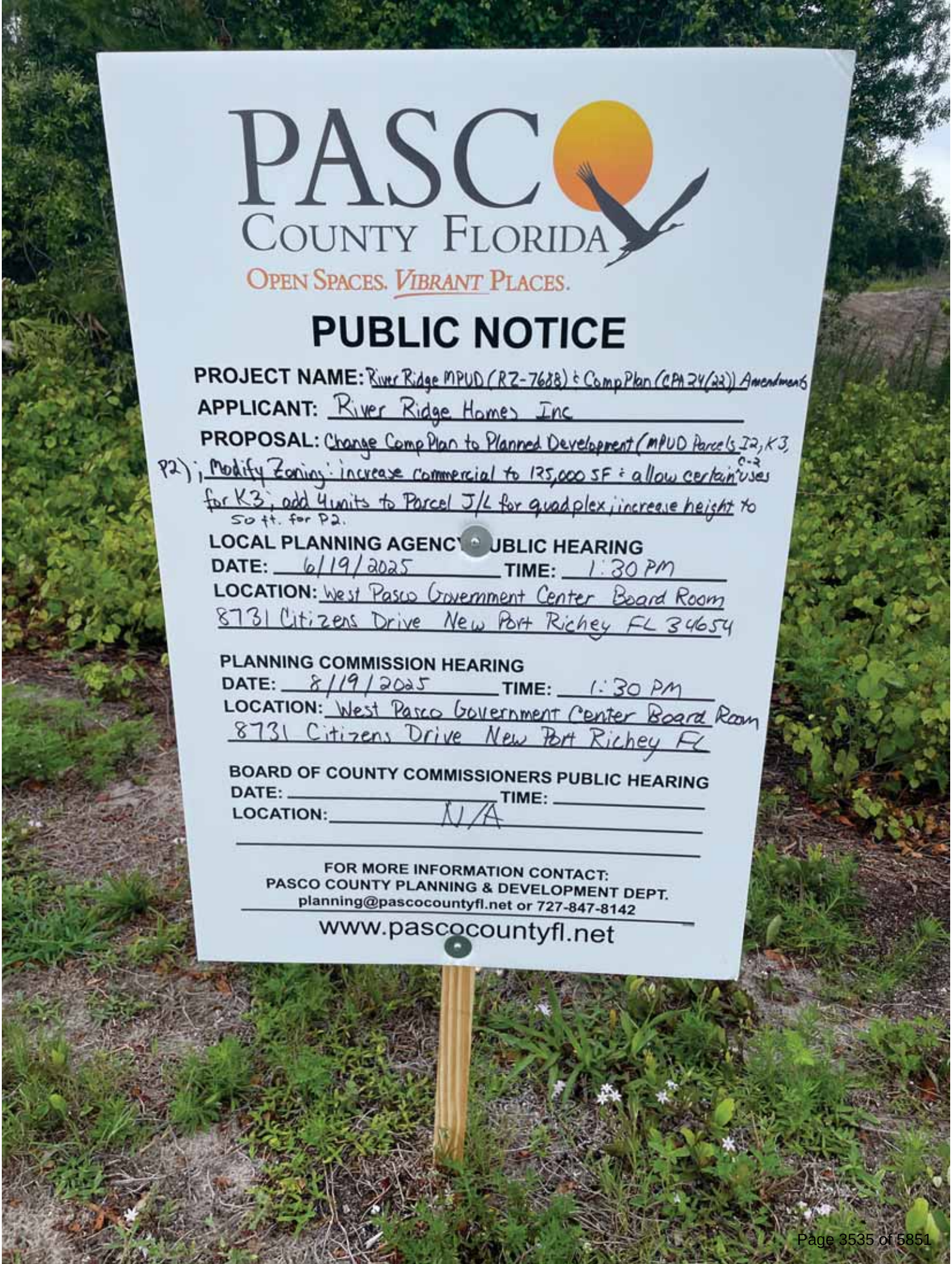
_____
NOTARY

PDE25-7749


PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
PUBLIC NOTICE
PROJECT NAME: River Ridge MPUD Amendment (82-7688) + Comp Plan Amendment CPA 24(22)
APPLICANT: River Ridge Homes, Inc.
PROPOSAL: Change Comp Plan to Planned Development (MPUD Parcels J2, K3, P2)
Modify Zoning: increase commercial to 125,000 SF + allow certain C-2 uses
for K3; add 4 units to Parcel J/L for quadplex; increase height to 50'x.
for P2.
LOCAL PLANNING AGENCY PUBLIC HEARING
DATE: 6/19/2025 TIME: 1:30 PM
LOCATION: West Pasco Government Center Board Room
8731 Citizens Drive New Port Richey FL 34654
PLANNING COMMISSION HEARING
DATE: 8/19/2025 TIME: 1:30 PM
LOCATION: West Pasco Government Center Board Room
8731 Citizens Drive New Port Richey FL
BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING
DATE: TIME:
LOCATION: N/A
FOR MORE INFORMATION CONTACT:
PASCO COUNTY PLANNING & DEVELOPMENT DEPT.
planning@pascocountyfl.net or 727-847-8142
www.pascocountyfl.net


For Sale


For Sale
Land


PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
PUBLIC NOTICE
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APPLICANT: River Ridge Homes Inc
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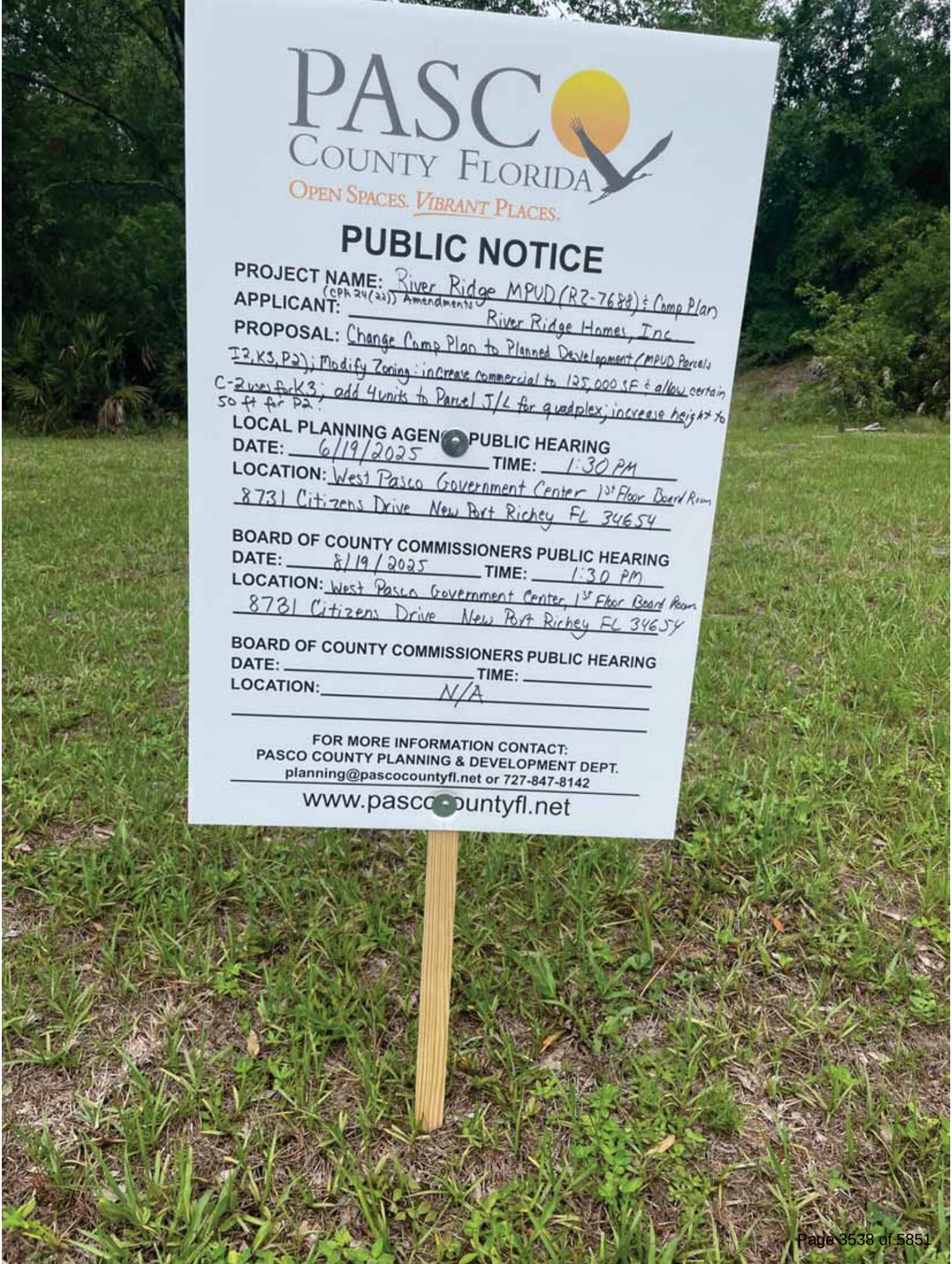
PASCO

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COUNTY FLORIDA
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PROPOSAL: Change Comp Plan to Planned Development/MPUD Parcels I2, K3, P2); Modify Zoning: increase commercial to 125,000 SF & allow certain C-2 uses for K3; add 4 units to Parcel J/L for quadplex; increase height to 50 ft for P2.
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LOCATION: West Pasco Government Center 1st Floor Board Room
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8731 Citizens Drive New Port Richey FL 34654
BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING
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LOCATION: N/A
FOR MORE INFORMATION CONTACT:
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planning@pascocountyfl.net or 727-847-8142
www.pascocountyfl.net






PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
PUBLIC NOTICE
PROJECT NAME: River Ridge MPUD (RZ-7688) & Comp Plan (CPA23-22) Amendment
APPLICANT: River Ridge Homes Inc.
PROPOSAL: Change Comp Plan to Planned Development (MPUD Parcels J2 & 3, P2)
Modify Zoning: increase commercial to 135,000 SF; allow certain C-2 uses for I<3;
add 4 units to Parcel J/L for a quadplex; increase height to 50ft for P2
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www.pascocountyfl.net




PASCO
PUBLIC NOTICE



PASCO COUNTY COMPREHENSIVE PLAN UPDATE

PLANNING COMMISSION WORKSHOP| 06.19.25

PROJECT TEAM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Inspire
PLACEMAKING COLLECTIVE

David Engel, AICP
Director of Planning & Economic Growth Development

Nectarios Pittos, AICP, CPM
Director of Planning Services

Hayat Mazili, CNU-A, CPM, MURP
Project Manager

Chris Dougherty, AICP
Principal Planner

David Henning Esq., AICP
Planner, Senior Reviewer

Emilee Aguerrebere, MURP
Planner

Haiden Lewis, MURP
Planner/GIS Specialist

AGENDA

Comp Plan Update

Scope

Pasco 2050 Plan

Mapping the Future





COMPREHENSIVE PLAN UPDATE

1

WHAT IS PASCO 2050?

- A major update to the existing County's Comprehensive Plan; offering a long-range vision for the future

WHY UPDATE?

- ✓ **Understand current conditions**
- ✓ **Address changing needs**
- ✓ **Manage growth**
- ✓ **Expand opportunities**
- ✓ **Improve planning tools**

- Guide County decisions on growth, community development, and resources conservation

- Address multiple topics:
  - Land use, mobility, conservation, housing, coastal management, public infrastructure, public facilities, parks & trails, etc..

- Defines actions to achieve goals and objectives

Local governments are required to prepare, adopt and amend their Comprehensive Plans. (Florida Statutes, Chapter 163)

The existing 2025 Comprehensive Plan was adopted in 1989 and last updated in 2006.


Pasco
2050
PASCO COUNTY
PASCO COUNTY PUBLIC TRANSPORTATION WE GET YOU THERE

SCOPE

2

PASCO 2050 SCOPE



VISIONING

2023



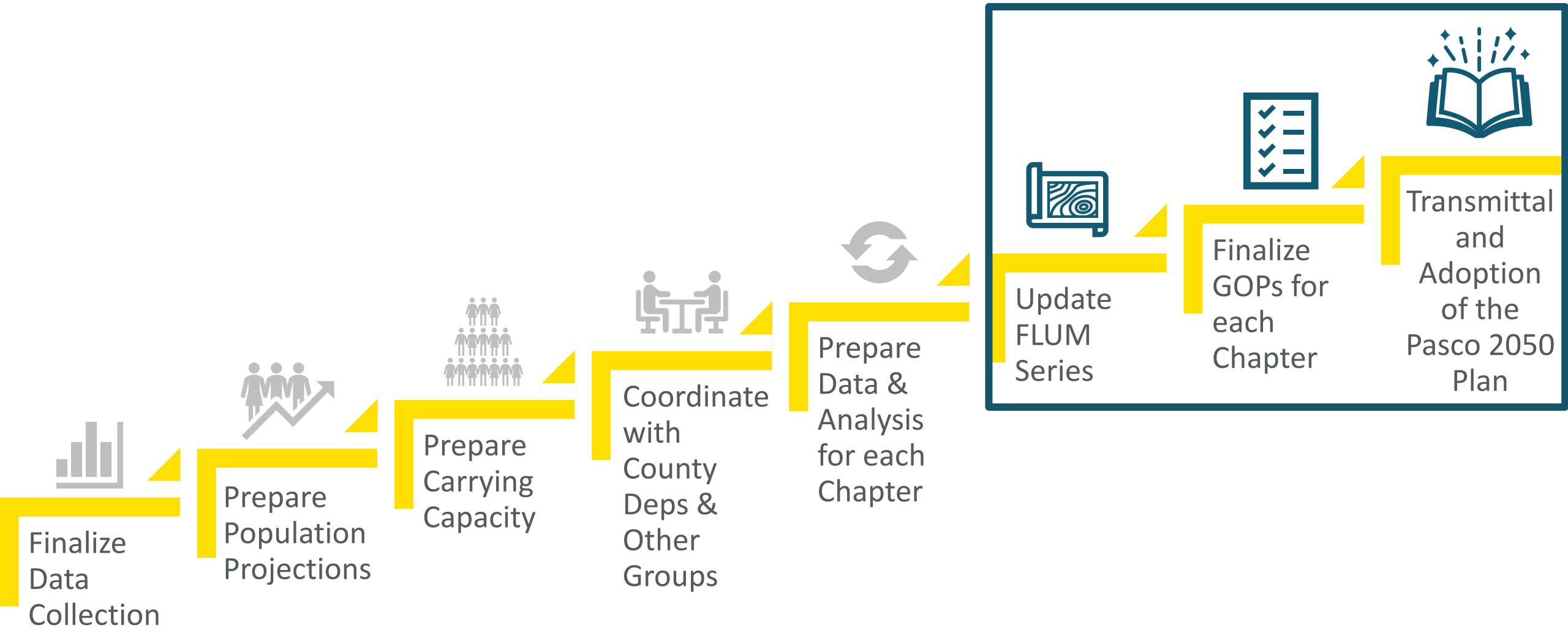
DRAFTING THE PLAN

2024

ADOPTION OF THE PLAN

2025

PASCO 2050 TIMELINE - Adoption Year

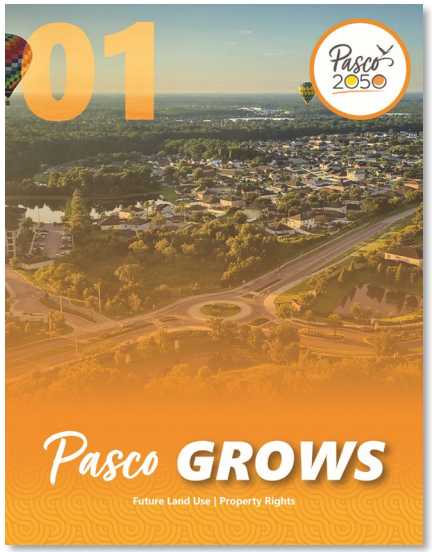




PASCO 2050 PLAN

3

11 CHAPTERS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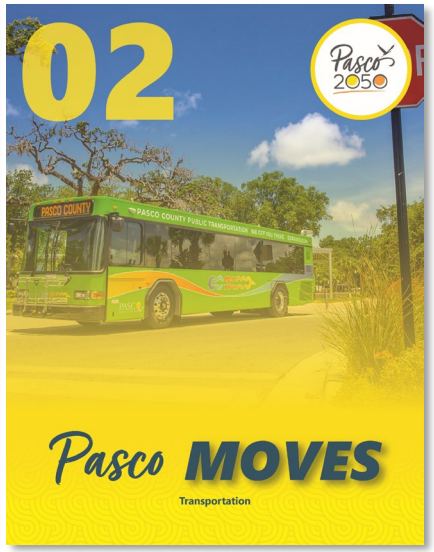
Pasco GROWS
Future Land Use | Property Rights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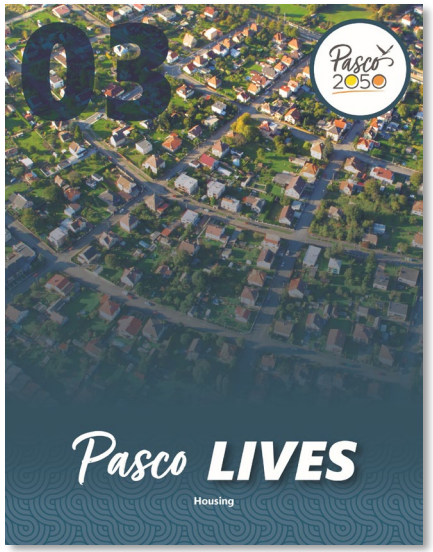
Pasco MOVES
Transportation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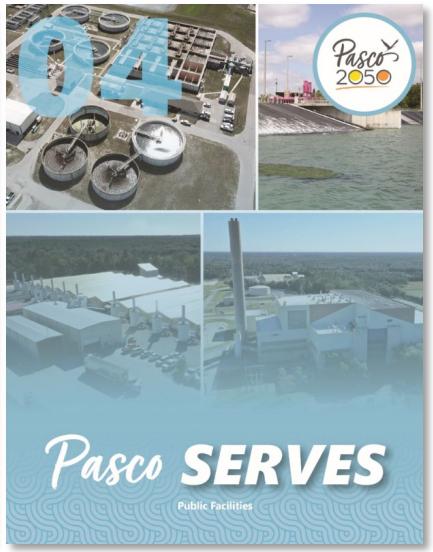
Pasco LIVES
Housing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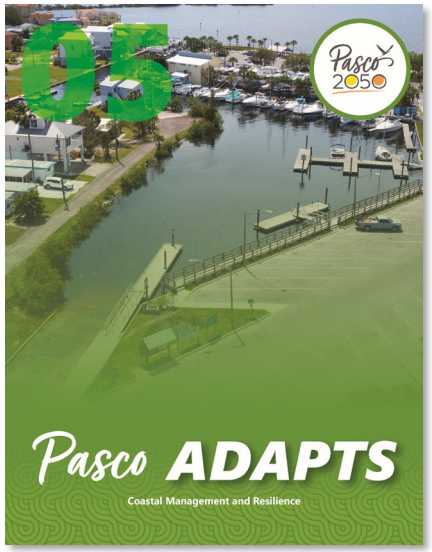
Pasco SERVES
Public Facilities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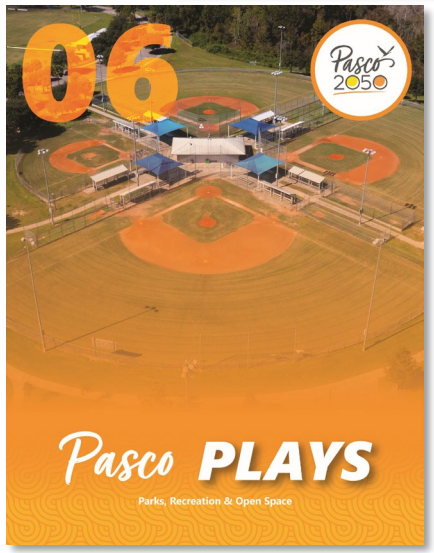
Pasco ADAPTS
Coastal Management and Resilience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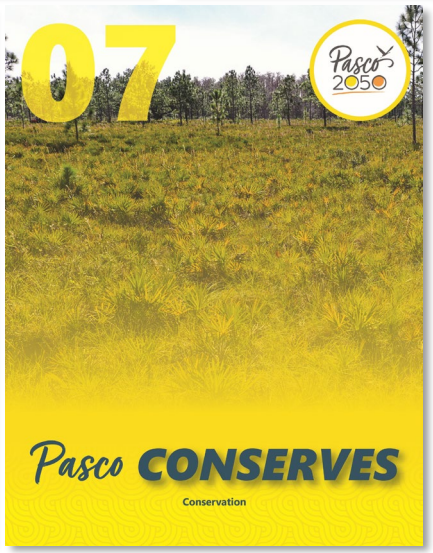
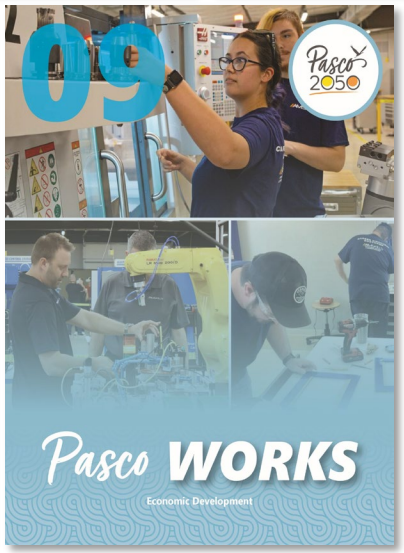
Pasco PLAYS
Parks, Recreation & Open Space


07
Pasco CONSERVES
Conservation


08
Pasco PARTNERS
Intergovernmental Coordination | Public School Facilities


09
Pasco WORKS
Economic Development


10
Pasco INVESTS
Capital Improvements


11
Pasco SPECIALIZES
Pasadena Hills, Connected City, and Project Arthur

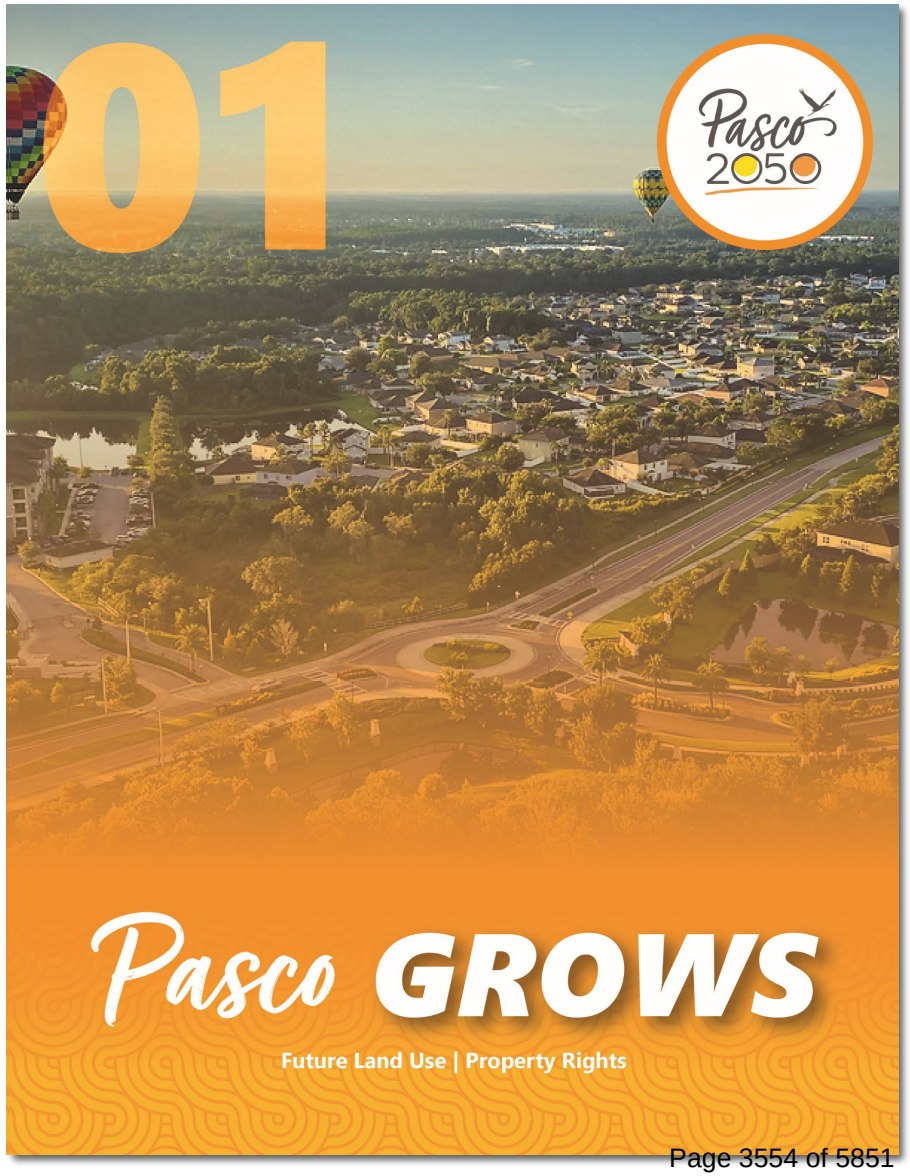
Pasco GROWS

Future Land Use and Property Rights renamed GROWS

Pasco is planning strategic updates to guide future land use, growth, infrastructure, economic vitality, housing needs, quality of life, and sustainable funding sources.

What Changed?

- Streamlines and reorganizes Goals, Objectives, and Policies
- Updates ***Future Land Use Map (FLUM) Series***
- Provides new land use classifications informed by ***Envision Pasco 2050***
    - Creates ***Mixed-Use Nodes*** – Walkable, urban-style hubs at key intersections
    - Creates ***tiered land use*** approach to ***Suburban Density Residential (SDR) FLU***
- Relocates Administration Element to the ***GROWS Appendix***
- Relocates Area Plans – *Pasadena Hills, Connected City, Project Arthur, Connerton New Town, Gateway Hub,* and *Central Pasco Employment Village* – to ***Chapter 11. Specialized Districts Chapter***



Pasco SPECIALIZES

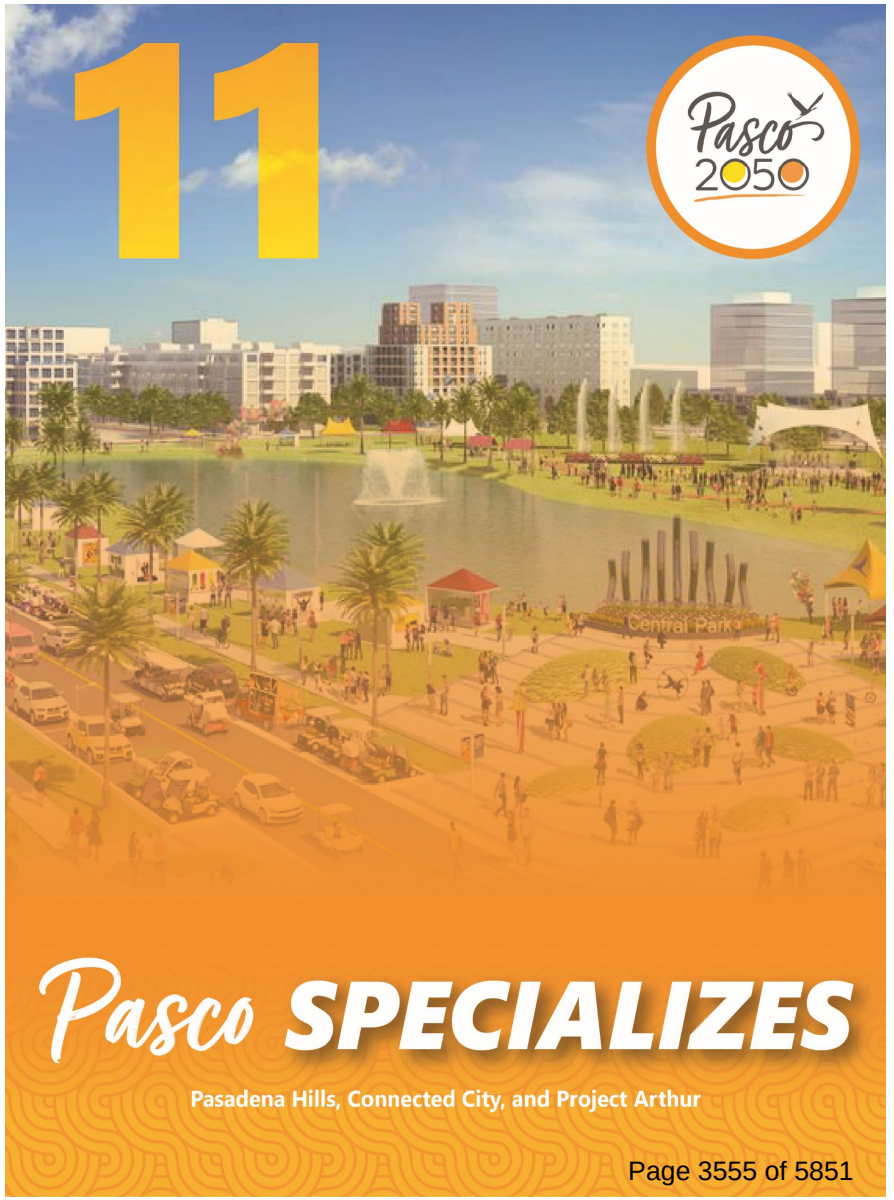
Specific Area Plans moved to SPECIALIZES

Pasco is shaping its future through strategic area planning that balances growth, infrastructure, and quality of life.

What Changed?

- Consolidates Specific Area Plans – ***Pasadena Hills, Connected City, Project Arthur, Connerton New Town,*** **and** ***Central Pasco Employment Village***

- Renames future land use categories in Pasadena Hills GOPs



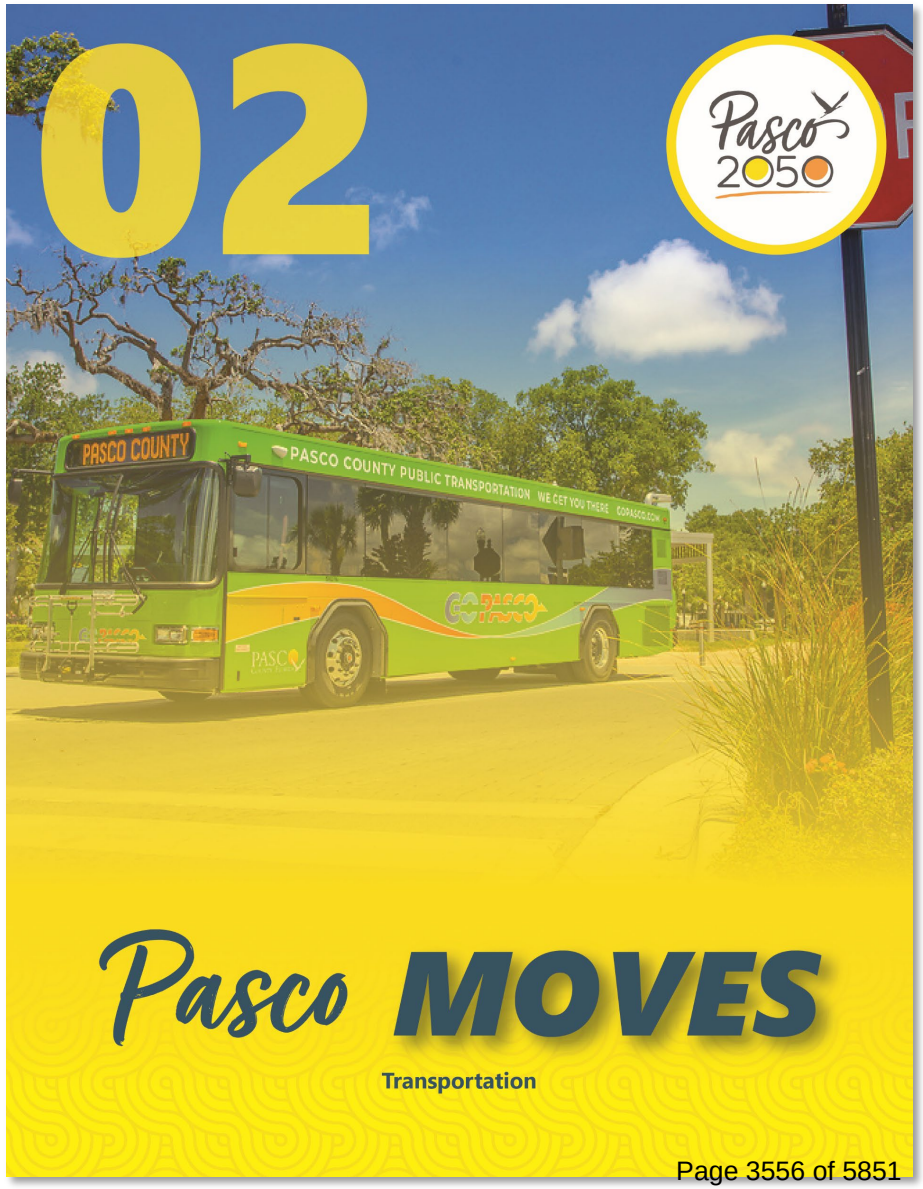
Pasco MOVES

Transportation renamed MOVES

Pasco County is planning a connected, multi-modal transportation system that is safe, reliable, affordable, and convenient for current and future needs.

What Changed?

- Streamlines and reorganizes Goals, Objectives, and Policies
- Promotes ***All Modes*** of transportation
- Encourages ***Stronger Partnerships and Smarter Systems*** (TDM, TSM, and ITS)
- Provides for County-wide Connected ***Greenways and Trails*** and an ***Active Transportation Plan***
- Prepares for ***beautification*** of Corridors Near Mixed-Use Nodes
- Envisions ***Safe Streets for All***

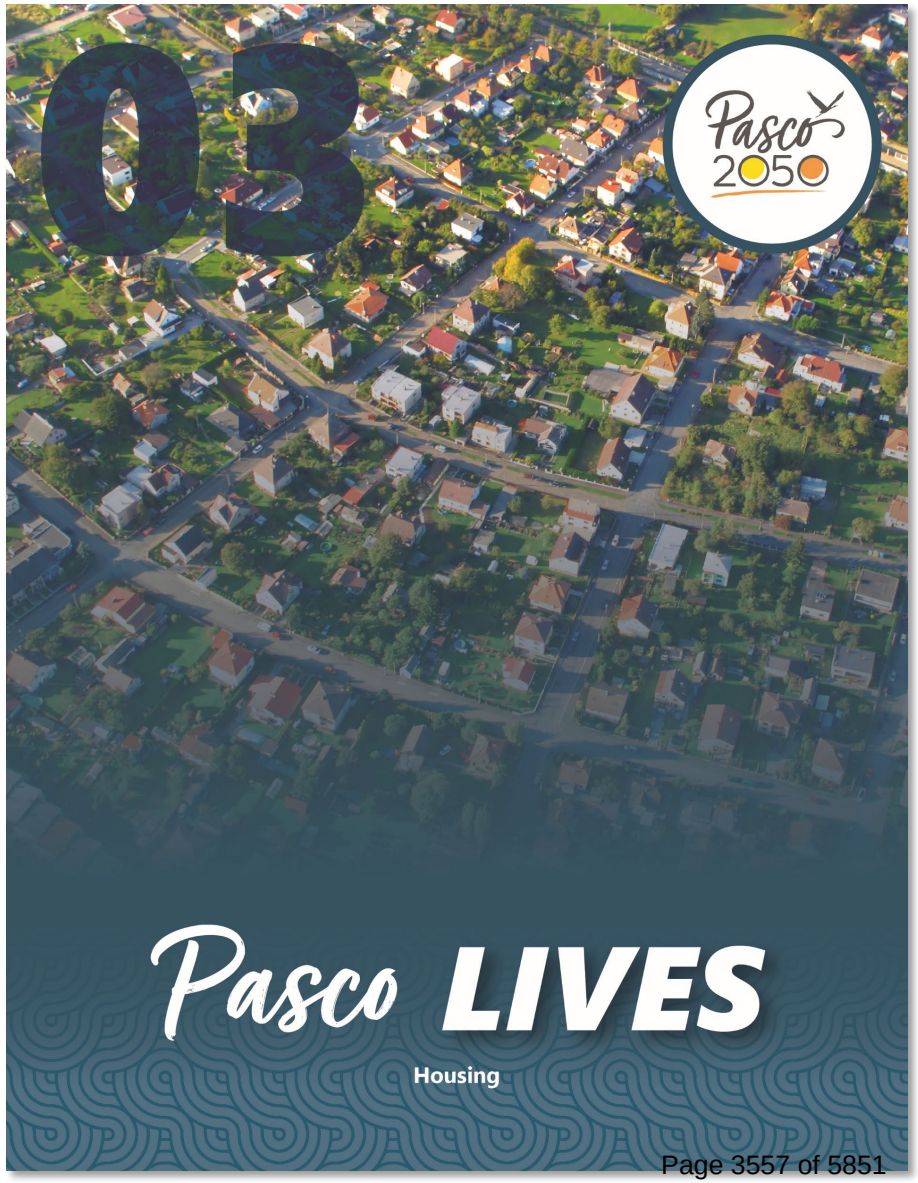


Housing renamed LIVES

Pasco County is planning a diverse mix of housing types to support different lifestyles, meet the needs of a growing population, and build a well-balanced, inclusive community, aligned with the USF Housing Study, IZO Study, and housing affordability strategies.

What Changed?

- Streamlines and reorganizes Goals, Objectives, and Policies
- Adjusts ***residential densities*** for population projections
- Supports new and missing ***middle housing types***
- Expands affordable housing ***options, programs,*** and ***partnerships***
- Provides ***incentives*** for affordable housing development
- Protects ***existing affordable units*** and explores ***surplus land*** and ***inclusionary zoning***
- Rehabilitates ***aging housing stock***



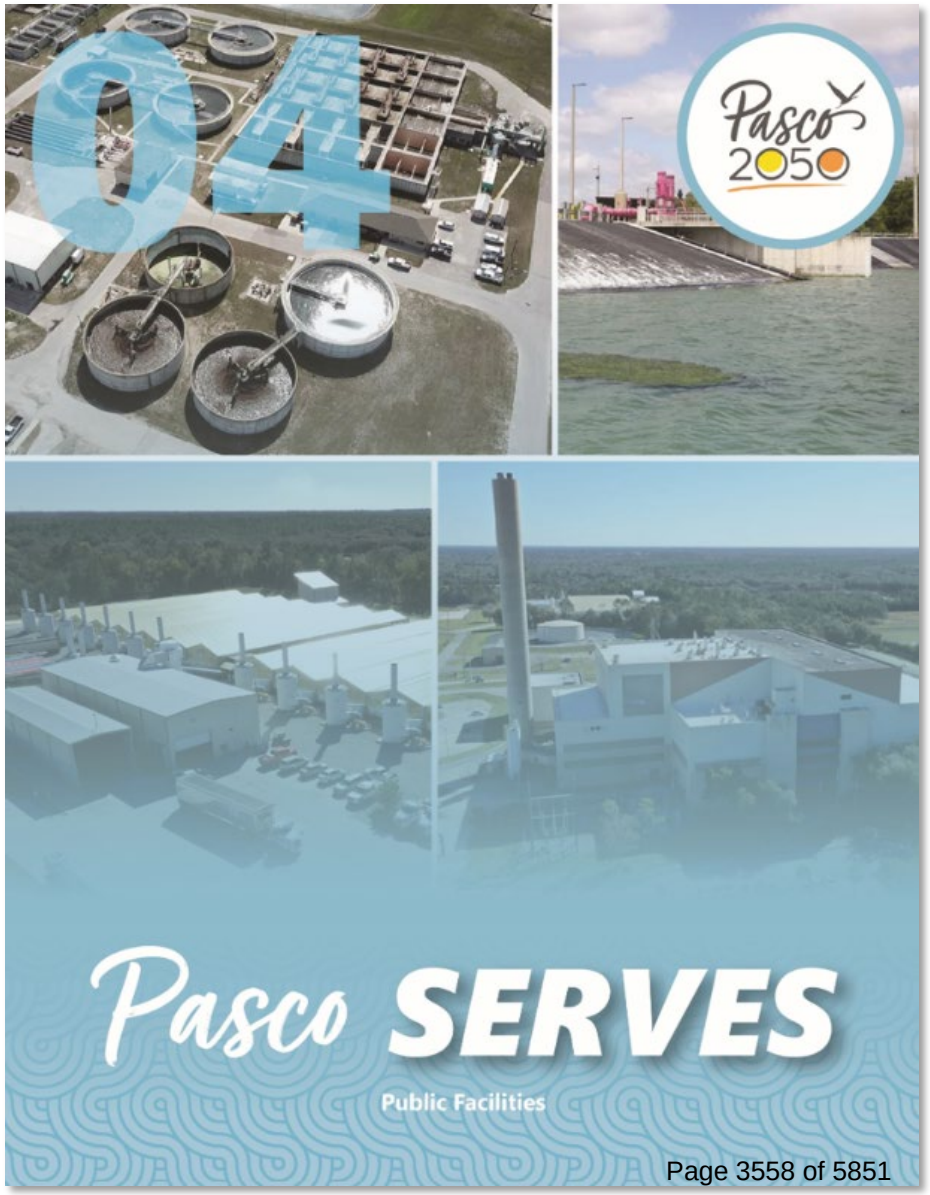
Pasco SERVES

Public Facilities renamed SERVES

Pasco County is planning essential public facilities and services that support potable water, sanitary sewer, solid waste drainage, and stormwater management systems and operations.

What Changed?

- Streamlines and reorganizes Goals, Objectives, and Policies
- Aligns with ***local*** and ***regional plans***
- Requires ***advanced wastewater treatment***
- ***Limits*** use of ***onsite sewage systems***
- Promotes transition from ***septic to central sewer***, where available
- Introduces new ***water conservation*** measures
- Advances alternative ***water supply development***



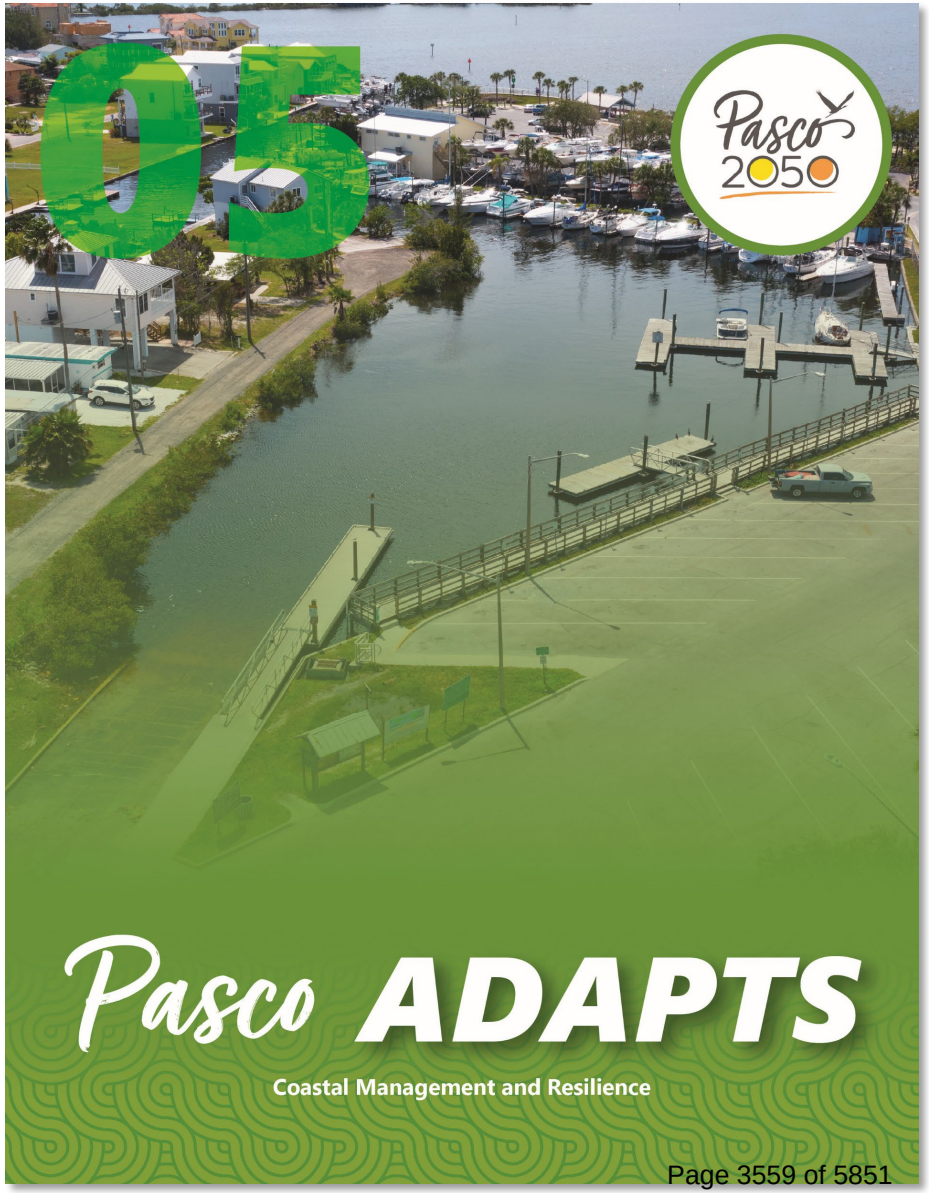
Pasco ADAPTS

Coastal Management renamed ADAPTS

Pasco County is planning for the responsible use and management of coastal resources to protect human life and property, limit public costs in disaster-prone areas, preserve wildlife and natural habitats, and guide safe and sustainable development.

What Changed?

- Streamlines and reorganizes Goals, Objectives, and Policies
- Incorporates ***resilience*** and ***sustainability*** initiatives
- Implements recommendations from the ***2025 Resilience and Sustainability Action Plan***
- Addresses current and future ***climate risks***
- Promotes resilient ***living shorelines*** to reduce flood and storm impacts



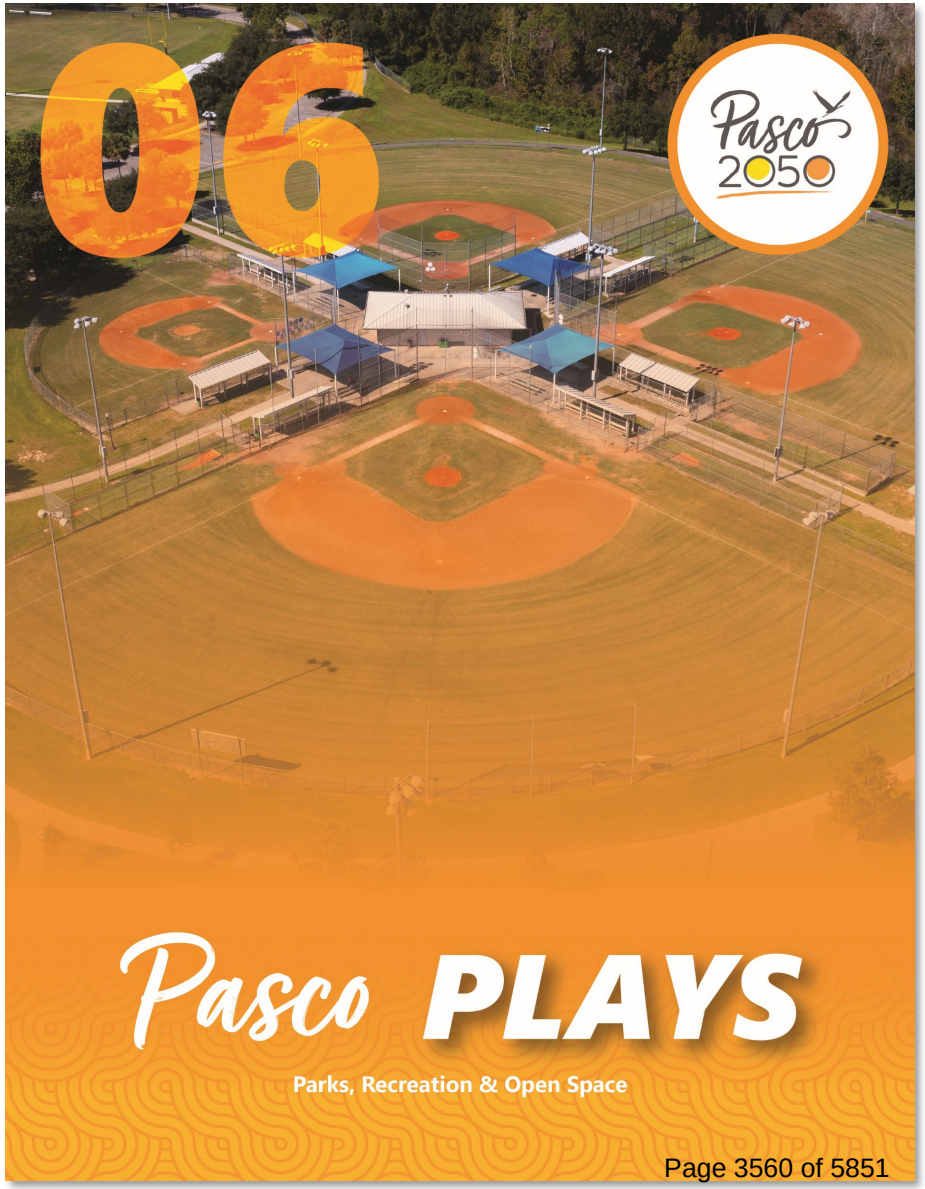
Pasco PLAYS

Parks, Recreation, and Open Space renamed PLAYS

Pasco County is planning a connected, inclusive, and sustainable parks and open space system that meets the needs of a growing population, enhances quality of life, and preserves the County's natural beauty.

What Changed?

- Streamlines and reorganizes Goals, Objectives, and Policies
- Supports the ***Parks Master Plan*** goals
- Enhances neighborhood ***park access*** for walkable neighborhoods
- Develops a ***connected system*** of Greenways, Trails, and Blueways
- Designates five ***Greenway Corridor Opportunity Zones***
- Expands recreational ***programming*** and community use opportunities
- Addresses ***parks deficits*** in urbanized areas



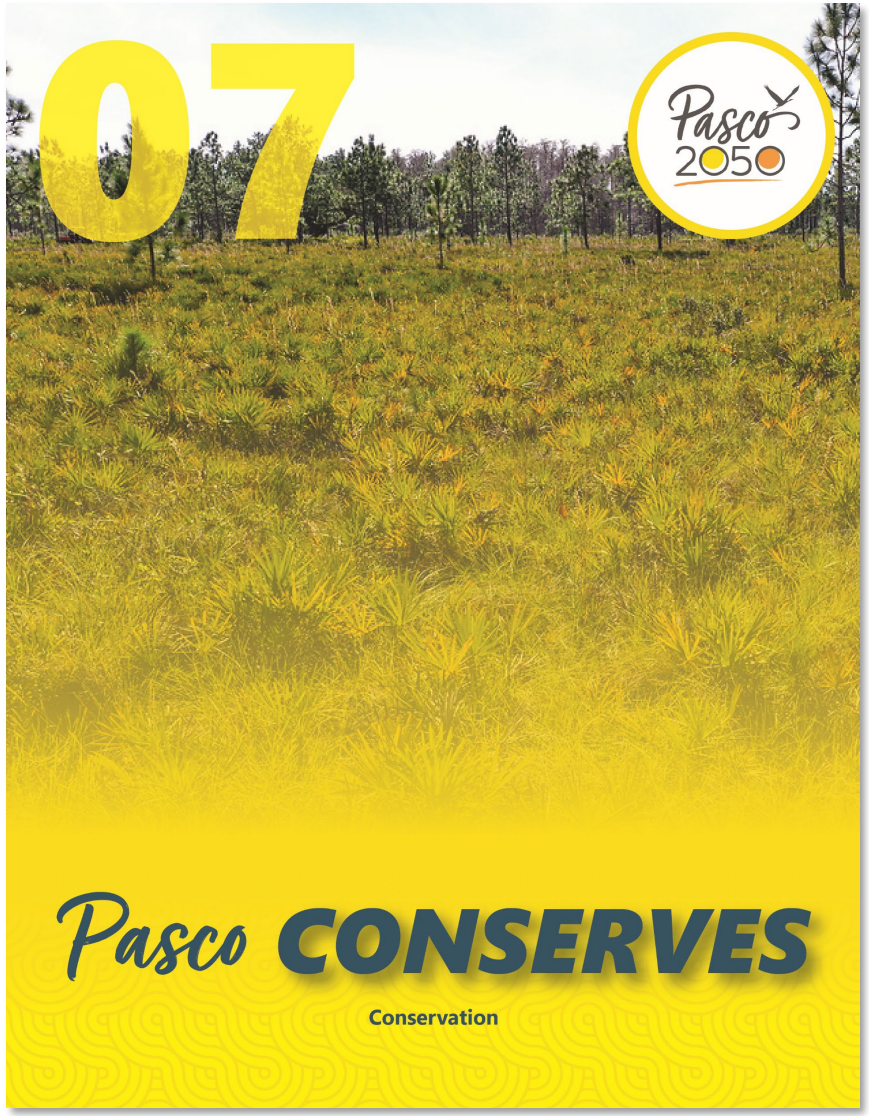
Pasco CONSERVES

Conservation renamed CONSERVES

Pasco County is planning for the long-term protection and enhancement of its natural resources to safeguard habitats, improve air and water quality, reduce flood risk, and ensure access to parks and preserves for future generations.

What Changed?

- Streamlines and reorganizes Goals, Objectives, and Policies
- Recommends open space that connects to nearby ***natural lands***
- Simplifies ***wetland category definitions***
- ***Preserves and manages trees*** through LDC regulations
- ***Reduces nutrient loads*** in surface water



Pasco PARTNERS

Intergovernmental Coordination and Public-School Facilities renamed PARTNERS

Pasco County is planning for strong regional partnerships and coordinated growth by aligning land use, infrastructure, and school planning with local, regional, and state partners to support sustainable development and quality public services.

What Changed?

- Streamlines and reorganizes Goals, Objectives, and Policies
- Updates language to reflect ***current regulations*** and ***practices***
- Outlines ***coordination mechanisms, key partners,*** and ***required dispute resolution process***



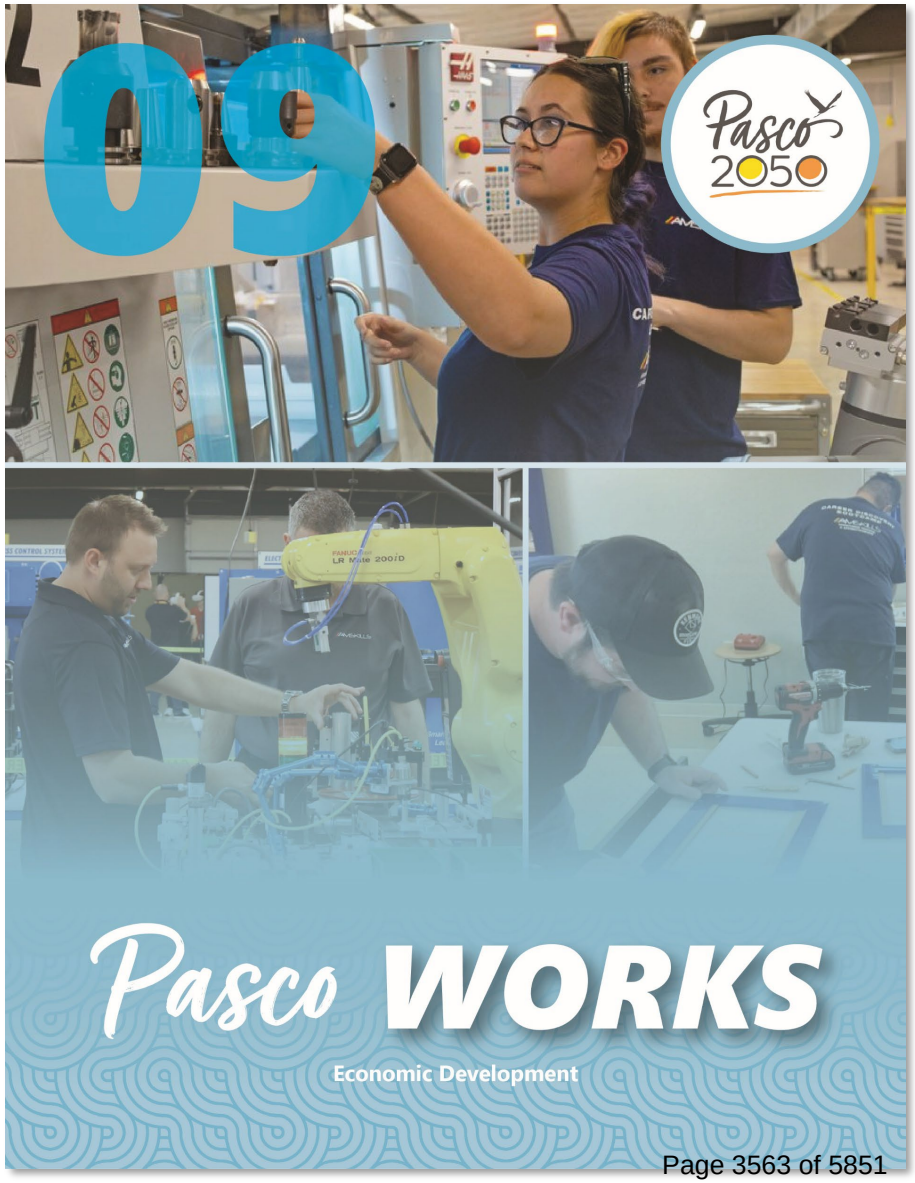
Pasco WORKS

Economic Development renamed WORKS

Pasco County is planning for a stronger local economy by transforming into a thriving employment hub, attracting new industries, and expanding opportunities through strategic investments and business incentives.

What Changed?

- Streamlines and reorganizes Goals, Objectives, and Policies
- Defines ***target businesses*** and ***recruits new businesses*** *and* ***retains existing businesses*** that strengthen the local economy
- Invests in ***infrastructure*** to support economic growth
- Offers ***incentives*** and ***reduces barriers*** to business development
- Develops a ***skilled workforce*** through strong partnerships
- Markets Pasco as a ***business*** and ***tourism destination***



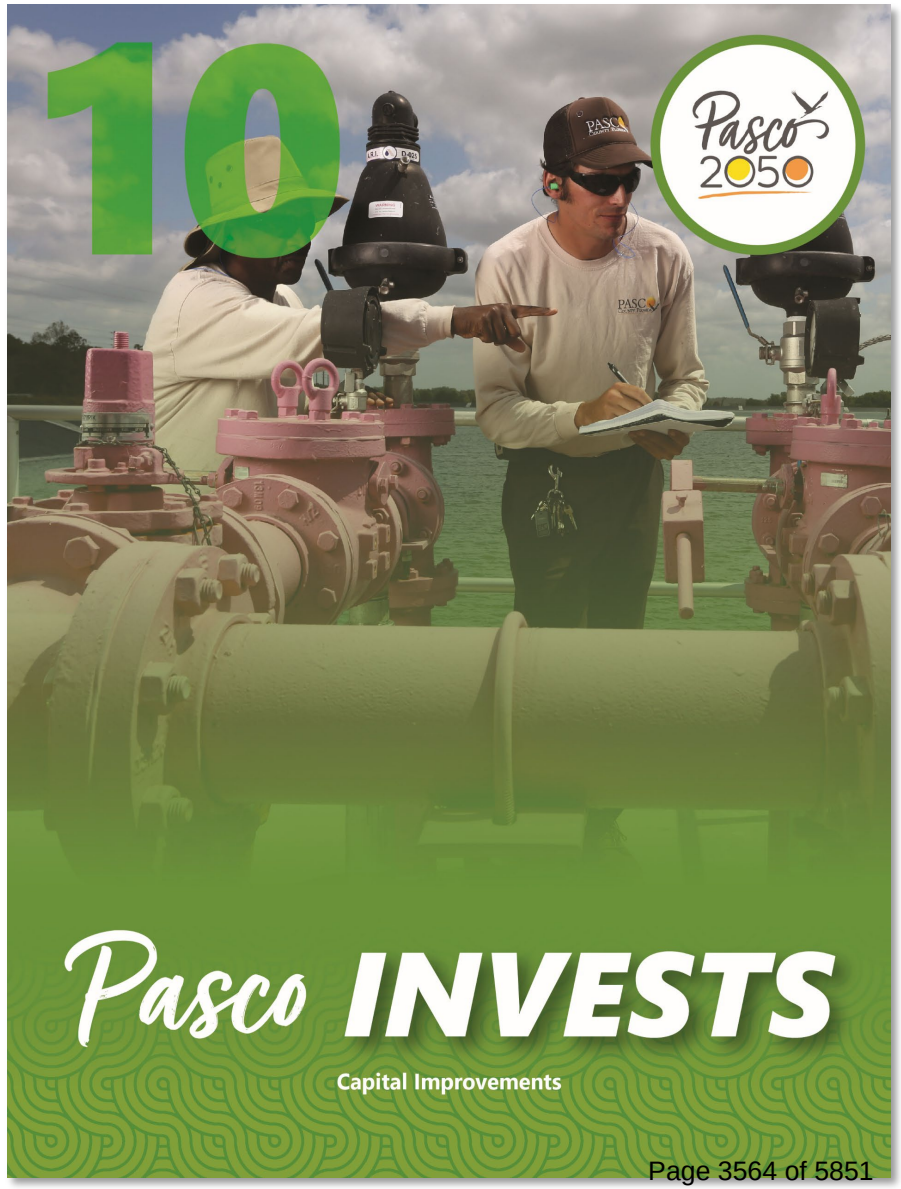
Pasco INVESTS

Capital Improvements renamed INVESTS

Pasco County is prioritizing and funding critical infrastructure to ensure public facilities keep pace with development while supporting quality of life, economic opportunity, and environmental stewardship.

What Changed?

- Streamlines and reorganizes Goals, Objectives, and Policies
- Integrates language from ***Administration Element***
- Consolidates all ***Level of Service standards***
- Updates ***Capital Improvement Projects list***
- Removes ***financial feasibility requirement***, which is no longer mandated by the state





MAPPING THE FUTURE

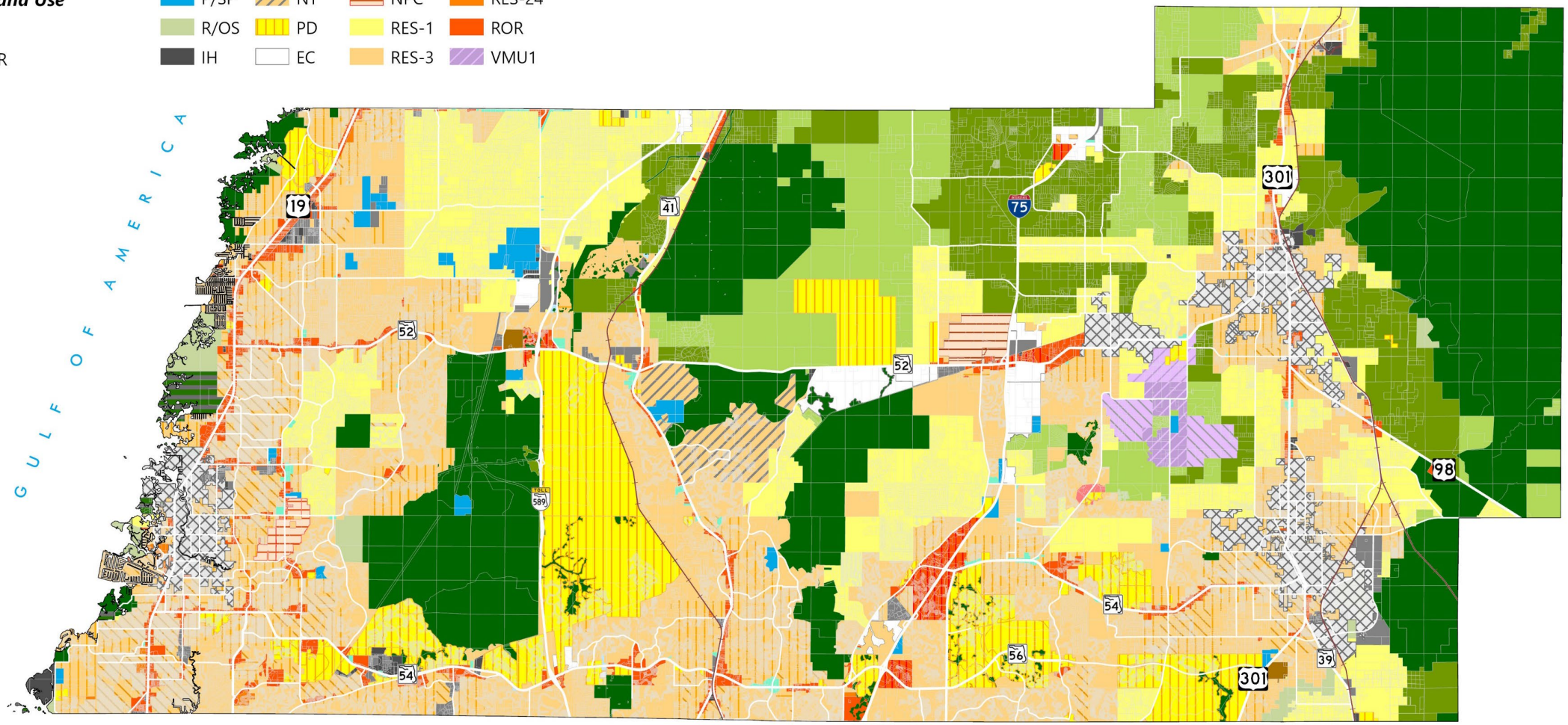
4

Legend

- Pasco County Boundary
- Parcel
- Rail Line

Future Land Use

- AG
- AG/R
- AT
- C/L
- CON
- P/SP
- R/OS
- IH
- IL
- MU
- COM
- NT
- PD
- EC
- OFF
- TC
- GH
- NPC
- RES-1
- RES-3
- RES-6
- RES-9
- RES-12
- RES-24
- ROR
- VMU1
- VMU2A
- VMU2B
- City Limits



Source: Pasco County , 2023

CURRENT FUTURE LAND USE

0 1.5 3 6

1 Inch = 3 Miles

N

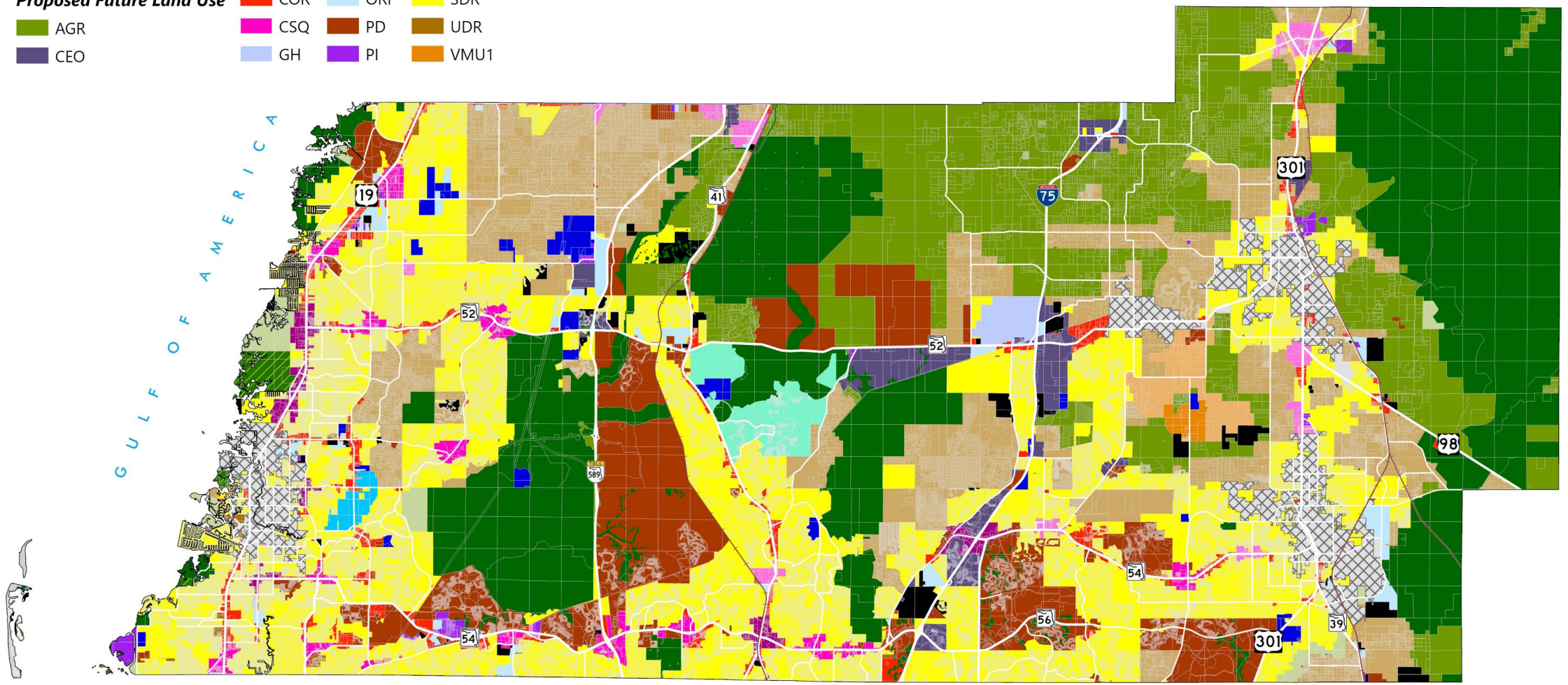
MAP

Legend

- Pasco County Boundary
- Parcel
- Rail Line

Proposed Future Land Use

- AGR
- CEO
- CITY
- CL
- CON
- COR
- CSQ
- GH
- NCR
- NPC
- NT
- ORI
- PD
- PI
- PSP
- RDR
- ROS
- SDR
- UDR
- VMU1
- VOPH
- UCR
- To Be Determined



Source: Pasco County Property Appraiser, 2023.

PROPOSED FUTURE LAND USE

0 1.5 3 6

1 Inch = 3 Miles

N

MAP

Exhibit 2-2

Transitional Land Uses General Guidelines

This table is to be used as a general guide in evaluating compatibility between proposed and adjacent land uses. A transitional land use is any land use which functions as: (1) a transition through space by a gradual increase in development intensity between land uses (e.g., development of medium density residential between high and low density uses, or a low density development at an urban fringe between an urban area and surrounding general rural areas); and/or (2) transition through time by the conversion of residential uses to higher intensity residential and office uses where the character of an area has changed and the existing use is no longer an appropriate long-term use. Other provisions such as maintaining community character, availability of facilities and services, and comprehensive plan policies will also apply to amendment requests.

Proposed Land Use / Adjacent Land Use	Agricultural	Agricultural/Rural	Residential-1	Residential-3	Residential-6	Residential-9	Residential-12	Residential-24	Connerton New Town	Commercial	Office	Industrial-Light	Industrial-Heavy	Employment Center	Town Center	Planned Development	Public/Semi-Public
Agricultural*	x	x	x														
Agricultural/Rural*	x	x	x														
Residential - 1 du/ga*			x	x	+	+	+	+	x	+	+			+	+	+	+
Residential - 3 du/ga				x	x	x	x	x	x	+	+	+		x	x	x	+
Residential - 6 du/ga				x	x	x	x	x	x	+	+	+		x	x	x	+
Residential - 9 du/ga				x	x	x	x	x	x	+	+	+		x	x	x	+
Residential - 12 du/ga				x	x	x	x	x	x	+	+	+		x	x	x	+
Residential - 24 du/ga				x	x	x	x	x	x	+	+	+		x	x	x	+
Commercial	+	+	+	+	x	x	x	x	+	x	x	x	+	x	x	x	x
Office			+	x	x	x	x	x	x	x	x	x	+	x	x	x	x
Industrial-Light					+	+	+	+		x	x	x	x	x	x	x	x
Industrial-Heavy								x		x	+	x	x	x	x	x	x
Employment Center					+	+	+	+		x	x	x	x	x	x	x	x
Town Center				+	+	+	+	+	+	x	x	x	+	x	x	x	x
Planned Development				+	+	+	+	+	+	x	x	x	+	x	x	x	x
Mixed Uses		+	+	+	+	+	+	+	+	x	x	x	+	x	x	x	x
Public/Semi-Public																	

X *Compatible Transitional Land Uses*

\+ *Can be a compatible transitional use with sensitive site design "such as **transitioning** lot sizes, sufficient buffers, limited building heights, architectural controls and limited hours of operation, limiting adjacent uses to passive, unobtrusive uses (e.g., no dump sites, loading areas, lighting, noise, odor or hazardous materials). May require an MPUD or CPD zoning to address these issues. Public use compatibility varies greatly with proposed uses. Because public uses support neighborhoods, these uses are appropriate near residential areas though special buffering may be required.*

* *Transitioning of land use (i.e., stepping down of land uses from higher densities to less intense uses) is ineffective in the Northeast Pasco Rural Area since it does not clearly identify the future limits of urban development, and will likely lead to urban sprawl. A clear and sharp distinction (e.g., establishment of the Northeast Pasco Rural Area and Rural Transition Area boundaries) between rural and urban densities is considered more effective in protecting rural character. For transitions that are being evaluated outside of the Northeast Pasco Rural Area and Rural Transition Area, the standard articulated in footnote (+) shall apply.*

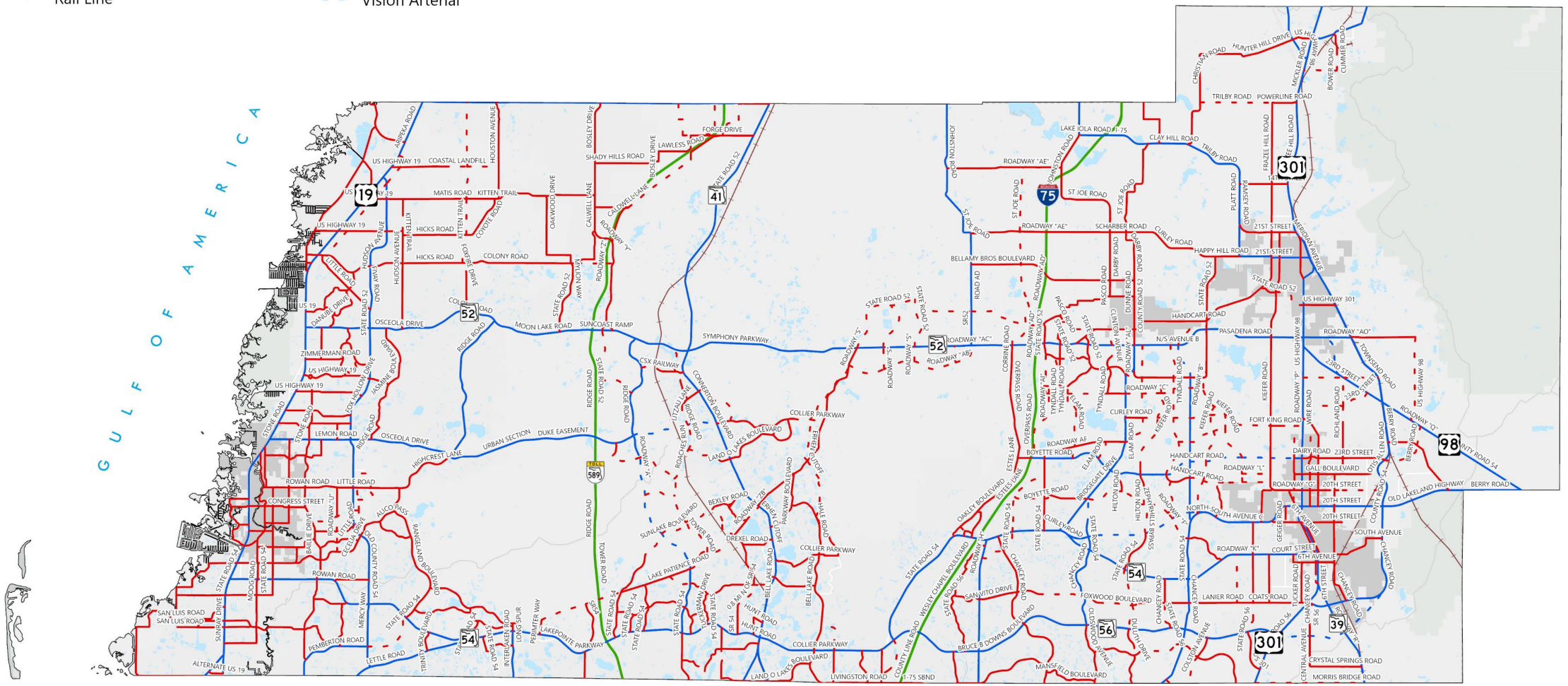
Note: Conservation Lands and Coastal Lands adjacenticies are regulated by policy as stated in this Comprehensive Plan.
Revised: July 2009

Legend

- Pasco County Boundary
- Municipal Boundary
- Lake, Riverine, or Freshwater Pond
- Rail Line

Vision Road

- Existing Freeway
- Existing Arterial
- Vision Arterial
- Existing Collector
- Vision Collector



Source: Pasco County, 2024

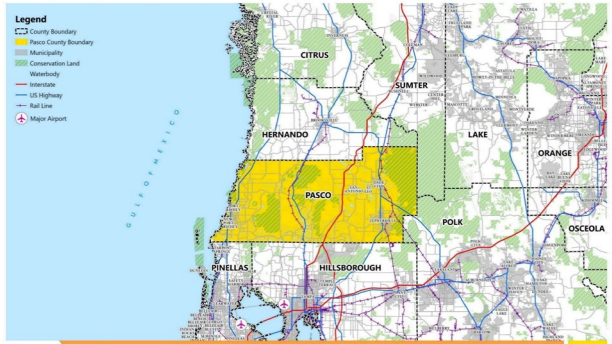
VISION ROADS

0 1.5 3 6

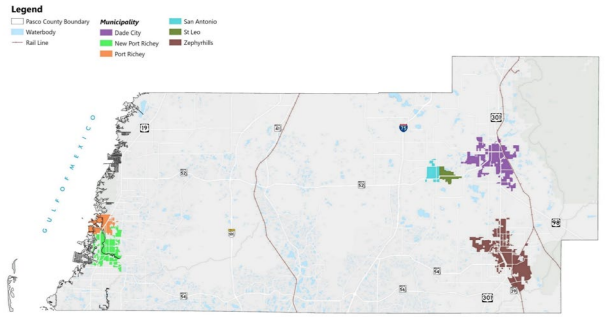
1 Inch = 3 Miles

N

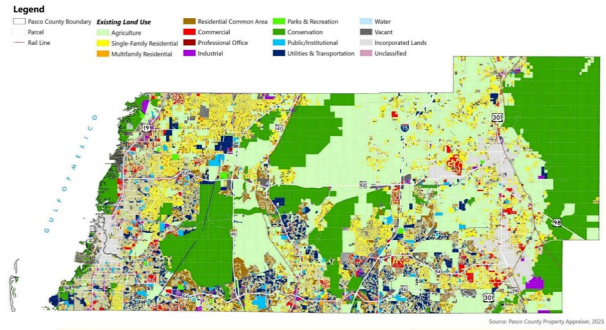
MAP



Pasco 2050 **REGIONAL CONTEXT** MAP

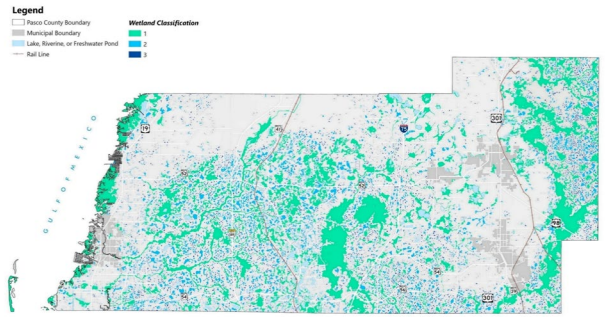


Pasco 2050 **MUNICIPAL BOUNDARIES** MAP



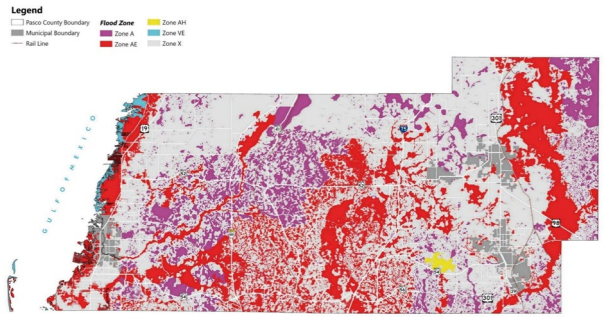
Source: Pasco County Property Appraiser, 2023.

Pasco 2050 **EXISTING LAND USE** MAP



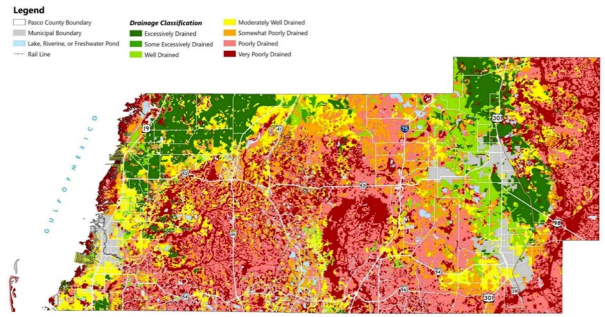
Source: National Wetlands Inventory, 2021.

Pasco 2050 **WETLAND CLASSIFICATION** MAP



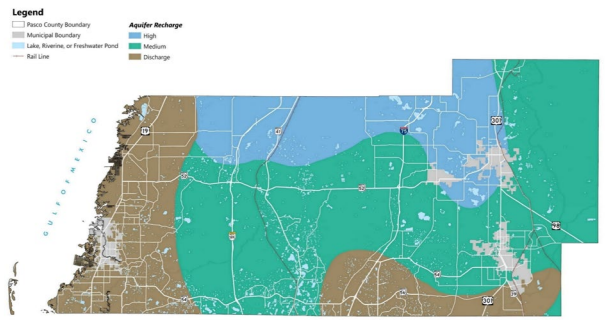
Source: Federal Emergency Management Agency, 2020.

Pasco 2050 **FLOOD ZONES** MAP



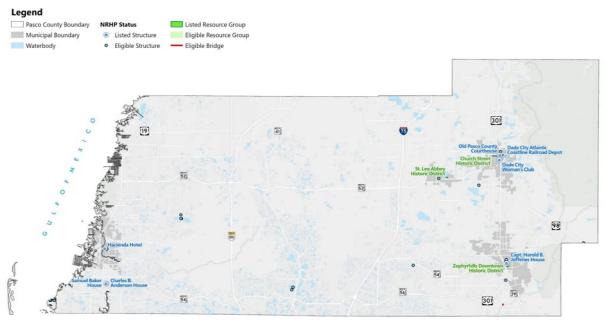
Source: National Resources Conservation Service, 2023

Pasco 2050 **SOIL PERMEABILITY** MAP



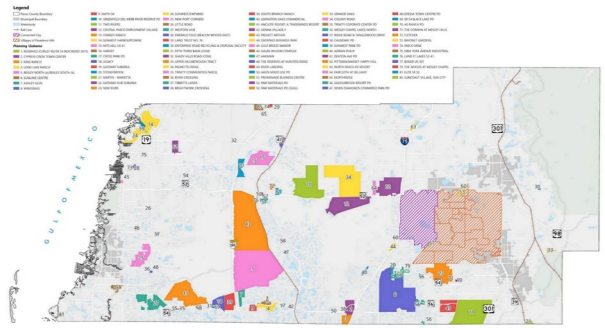
Source: Southwest Florida Water Management District, 2002

Pasco 2050 **AQUIFER RECHARGE** MAP

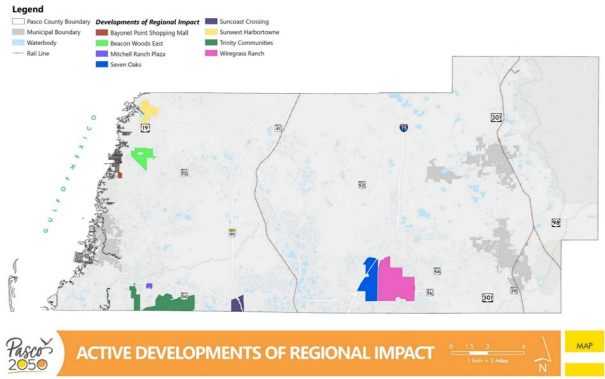


Source: Florida Division of Historical Resources, 2023.

Pasco 2050 **NRHP STATUS OF HISTORIC RESOURCES** MAP

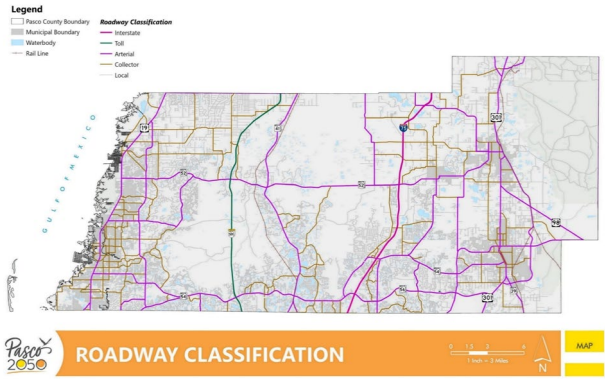


Pasco 2050 **SPECIAL DISTRICTS AND PLANNING SUBAREAS** MAP



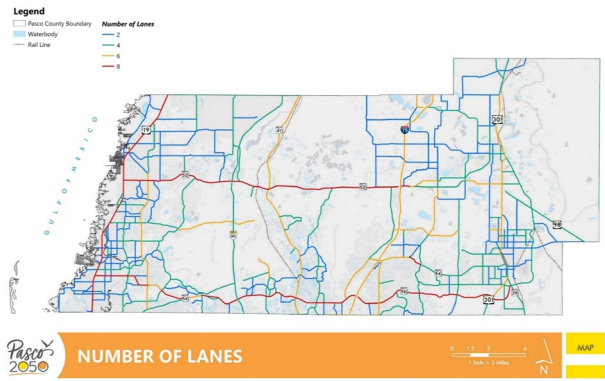
ACTIVE DEVELOPMENTS OF REGIONAL IMPACT

MAP



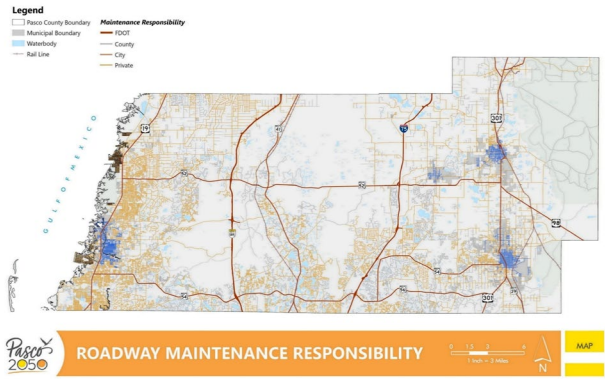
ROADWAY CLASSIFICATION

MAP



NUMBER OF LANES

MAP



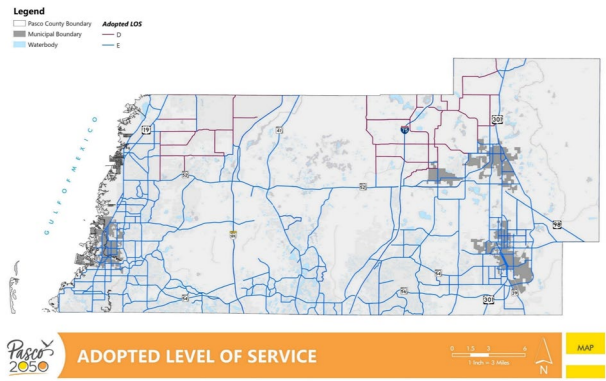
ROADWAY MAINTENANCE RESPONSIBILITY

MAP



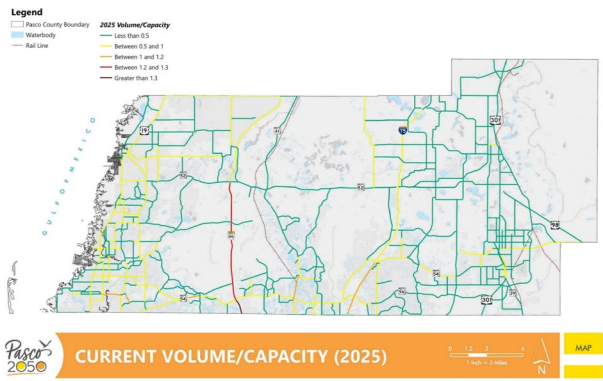
STRATEGIC INTERMODAL SYSTEM

MAP



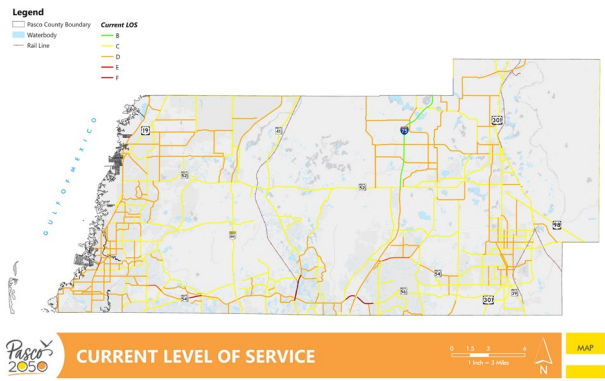
ADOPTED LEVEL OF SERVICE

MAP



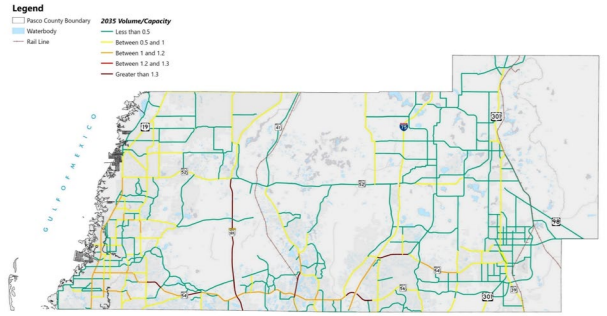
CURRENT VOLUME/CAPACITY (2025)

MAP

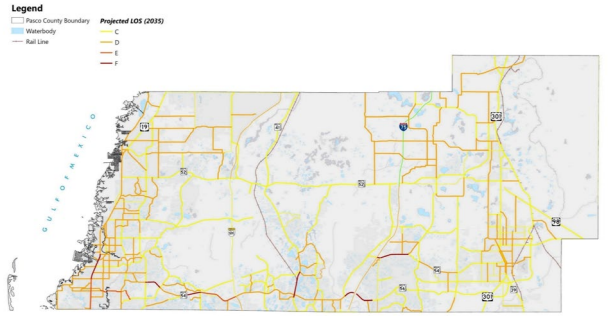


CURRENT LEVEL OF SERVICE

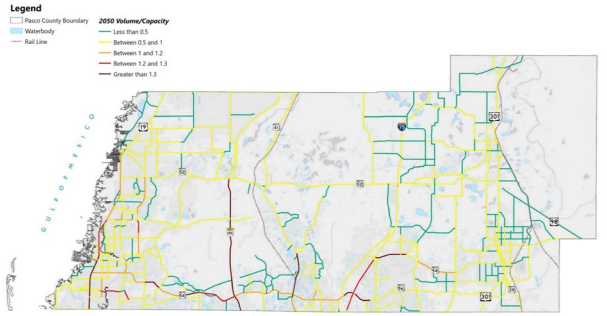
MAP



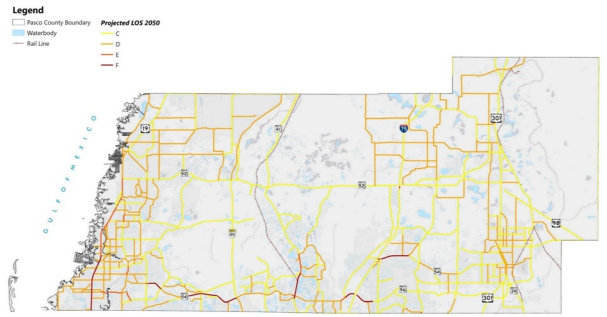
PROJECTED VOLUME/CAPACITY (2035)



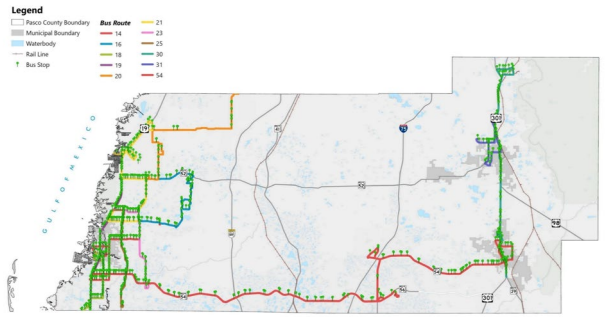
PROJECTED LEVEL OF SERVICE (2035)



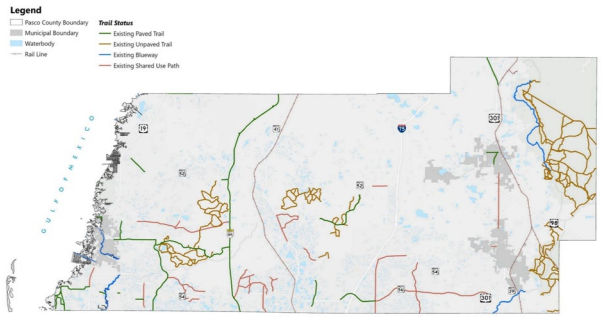
PROJECTED VOLUME/CAPACITY (2050)



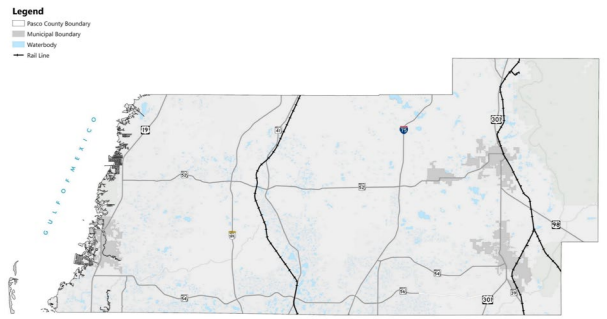
PROJECTED LEVEL OF SERVICE (2050)



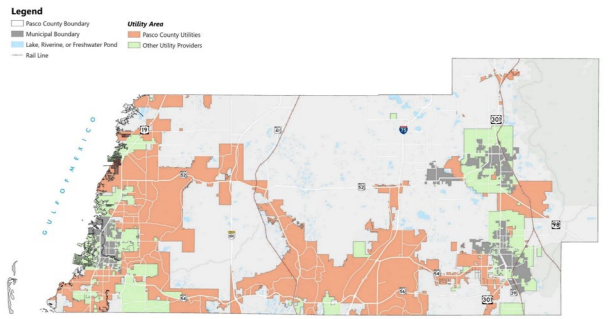
GOPASCO BUS ROUTES & STOPS



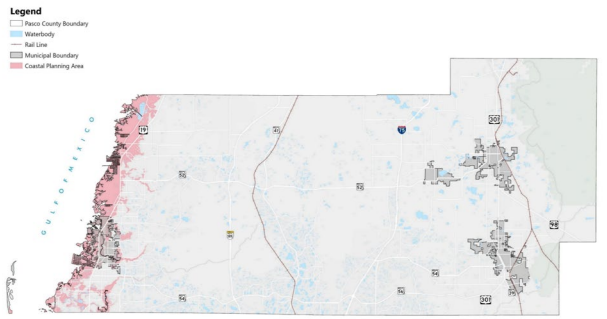
EXISTING TRAIL AND SHARED-USE PATH NETWORK



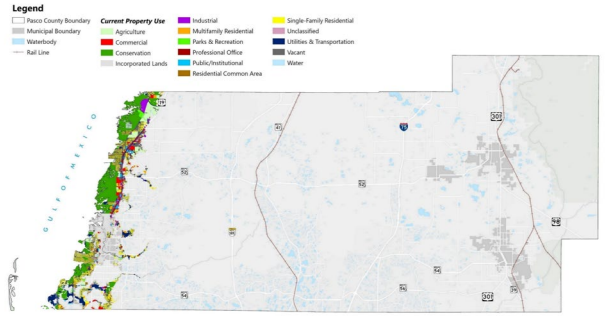
RAILROAD INVENTORY



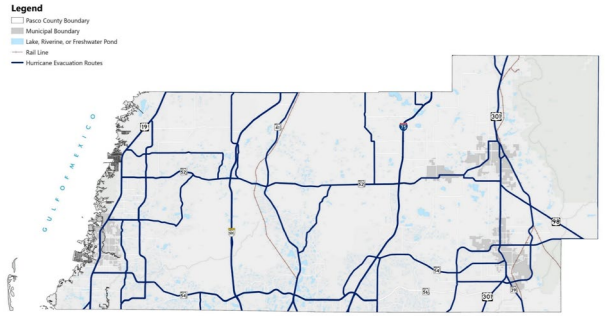
UTILITY SERVICE AREAS



COASTAL PLANNING AREA

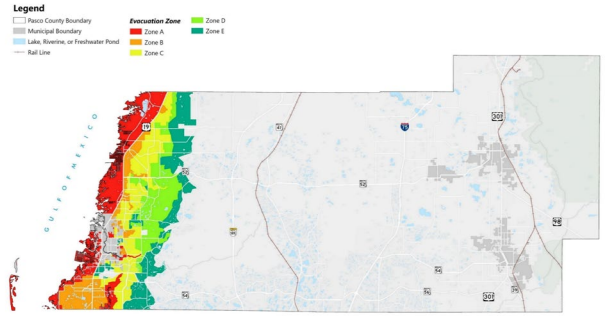


Pasco 2050 CURRENT PROPERTY USE IN CPA MAP



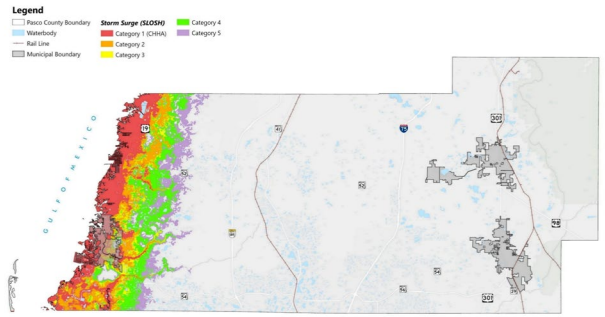
Source: Florida Division of Emergency Management, 2021

Pasco 2050 HURRICANE EVACUATION ROUTES MAP



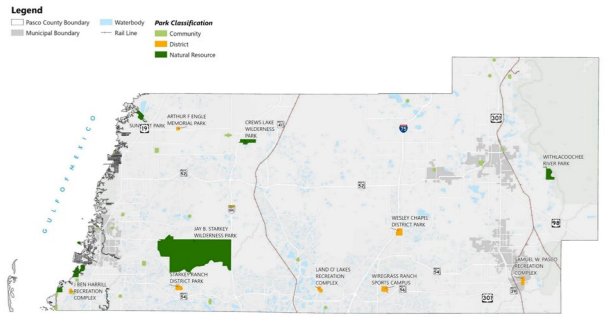
Source: Florida Division of Emergency Management, 2021

Pasco 2050 HURRICANE EVACUATION ZONES MAP

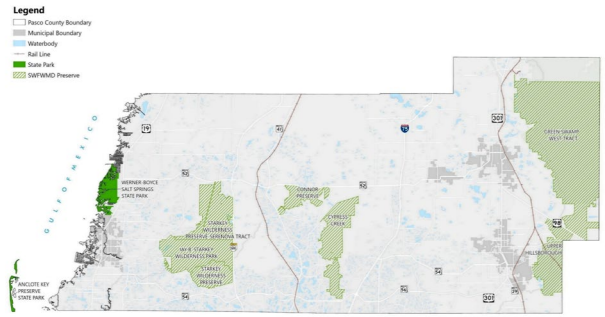


Source: Florida Division of Emergency Management, 2021

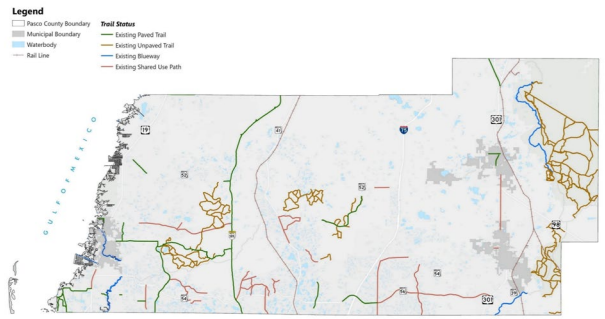
Pasco 2050 EXISTING STORM SURGE (SLOSH) MAP



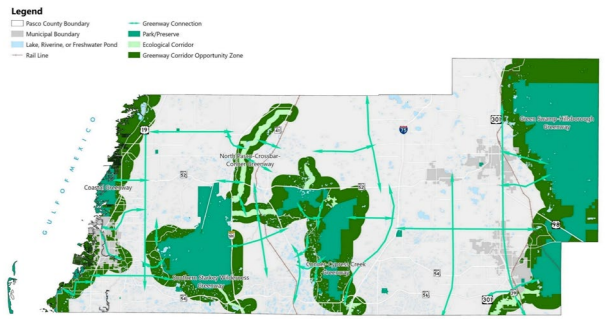
Pasco 2050 COUNTY PARKS MAP



Pasco 2050 STATE AND WATER MANAGEMENT PARKS/PRESERVES MAP

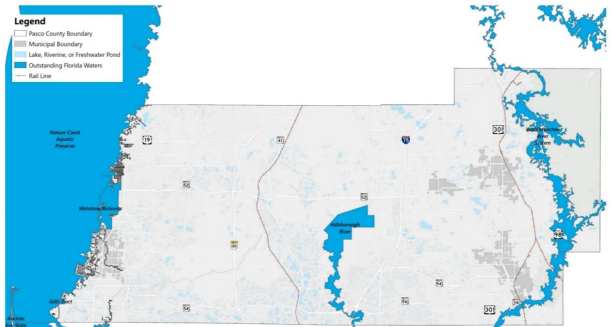


Pasco 2050 EXISTING TRAIL AND SHARED-USE PATH NETWORK MAP



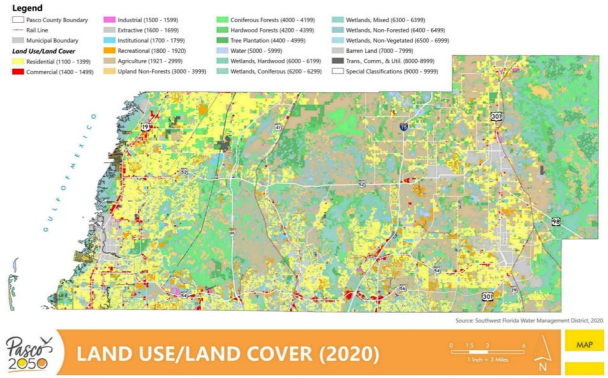
Source: Pasco County, 2024; Florida Natural Areas Inventory, 2024

Pasco 2050 GREENWAY CORRIDOR OPPORTUNITY ZONES MAP



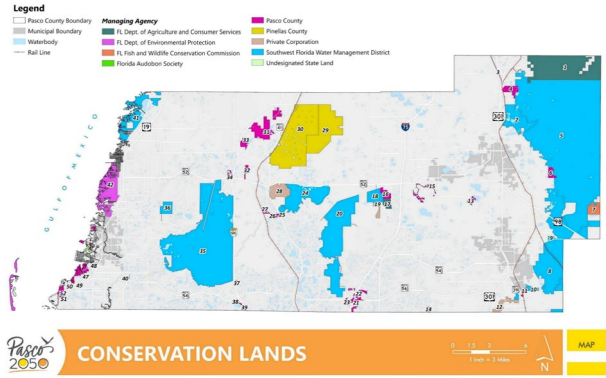
Source: Florida Department of Environmental Protection, 2024

Pasco 2050 OUTSTANDING FLORIDA WATERS MAP

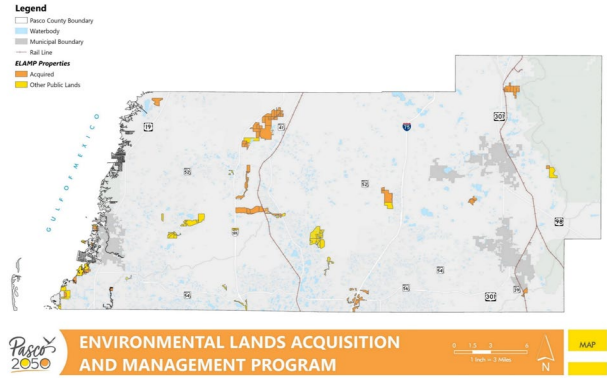


Source: Southwest Florida Water Management District, 2020.

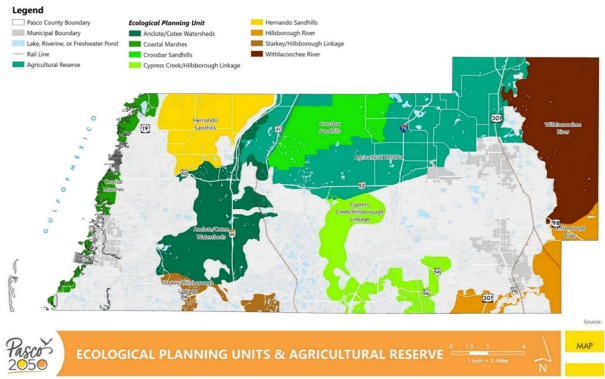
Pasco 2050 LAND USE/LAND COVER (2020) MAP



Pasco 2050 CONSERVATION LANDS MAP

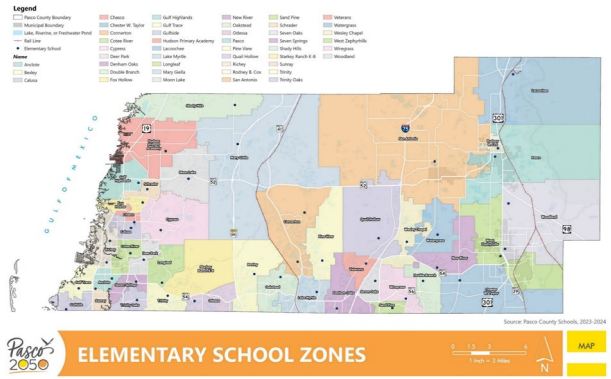


Pasco 2050 ENVIRONMENTAL LANDS ACQUISITION AND MANAGEMENT PROGRAM MAP



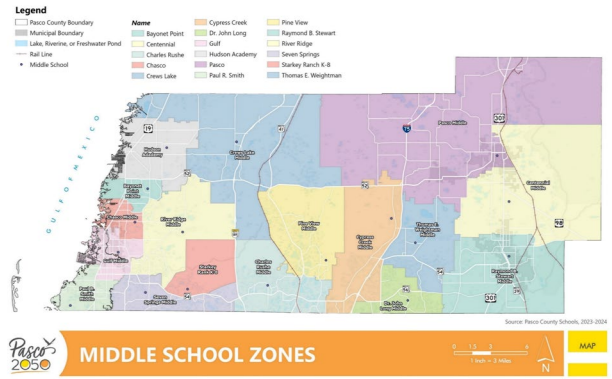
Source:

Pasco 2050 ECOLOGICAL PLANNING UNITS & AGRICULTURAL RESERVE MAP



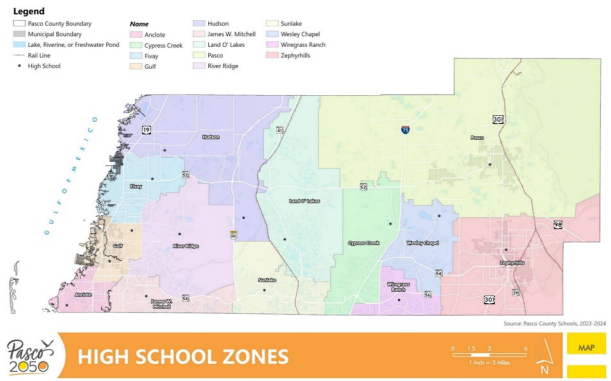
Source: Pasco County Schools, 2023-2024

Pasco 2050 ELEMENTARY SCHOOL ZONES MAP



Source: Pasco County Schools, 2023-2024

Pasco 2050 MIDDLE SCHOOL ZONES MAP



Source: Pasco County Schools, 2023-2024

Pasco 2050 HIGH SCHOOL ZONES MAP

AGRICULTURAL AND RESIDENTIAL

CATEGORY	DENSITY RANGE	FAR	INTENT
AGR **Agricultural Rural**	**Minimum:** 1 dwelling unit per 10 gross acres **Maximum:** 1 dwelling unit per 3.5 gross acres **0.1 – 0.29**	0.25	To maintain agricultural character in appropriate areas and to minimize infrastructure needed in those areas to accommodate future development.
RDR **Rural Density Residential**	**Minimum:** 1 dwelling unit per 3 acres **Maximum:** 2.9 dwelling Unit per 1 gross acre **0.3 - 2.9** **NORTHEAST RURAL:** **Maximum** 1 dwelling unit per 1 gross acre **1.0**	0.27	To provide for rural, low density residential uses consistent with the rural, non-intensive qualities, and natural resource features of the area, while preserving the character of existing or proposed residential neighborhoods.
SDR **Suburban Density Residential** All tiers within SDR are compatible with each other. Locations and sites adjacent to municipalities, SDR FLU density shall NOT exceed the highest density allowed in the neighboring municipality. This cap is applicable within unincorporated areas included in any Joint Planning Area. Existing SDR classifications within the Northeast Pasco County Rural Area (Rural Area 1) are capped at a maximum density of 6 du/ga; SDR adjacent to the Greater Lacoochee NCR FLU is capped at 3 du/ga	**Minimum:** 3 dwelling unit per 1 gross acre **Maximum:** 17.9 dwelling Unit per 1 gross acre **3 - 17.9**	0.27	To provide for a range of suburban density residential uses implemented through three density tiers that include design criteria for each tier in order to achieve and/or maintain the character of the area and/or surrounding area(s), and to ensure harmony in the transitions between the tiers and neighboring FLUs as new development occurs over time.
	Tier 1: **3 – 5.9**	0.27	To provide for lower suburban density residential uses while preserving the character of existing or proposed residential neighborhoods.
	Tier 2: **6 – 11.9**	0.27	To provide for lower-medium suburban density residential uses and a mixture of housing types.
	Tier 3 **12 – 7.9**	0.27	To provide for medium- suburban density residential uses and for the most diverse groupings of housing types in the highest intensity suburban environment.
UDR **Urban Density Residential** All existing densities developed prior to Pasco 2050 that are within the UDR classification are recognized as compatible existing densities to UDR. Locations and sites adjacent to municipalities, UDR FLU density shall NOT exceed the highest density allowed in the neighboring municipality. This cap is applicable within unincorporated areas included in any Joint Planning Area.	**Minimum:** 18 dwelling unit per 1 gross acre **Maximum:** 64 dwelling unit per 1 gross acre **18 - 64**	1.6	To provide for high density urban residential uses in areas of the County (e.g., the Urban Concentration Area/ Urban Service Area) where existing infrastructure can accommodate intensive residential use(s).

PRODUCTIVE/BUSINESS

CATEGORY	INTENSITY/DENSITY	INTENT
CEO **Commercial, Employment Generating, Office**	**3.0** Urban Service Area: **4.0** 32 du/ga	To foster economic growth and provide high-intensity employment opportunities near to high-density residential uses. The CEO FLU shall require at a minimum MPUD Master Planned Unit Development District zoning as determined by the Land Development Code.
COR **Commercial, Office, Residential**	**0.75** Urban Service Area: 4.0 24 du/ga	To allow for a diverse mix of commercial, office, research, residential, and institutional uses to attract investment and support regional economic and employment goals.
ORI **Office, Research, Light Industrial/ Institutional**	**2.0** Urban Service Area: **4.0**	To support a mix of employment generating land uses focused on economic and institutional development with an emphasis on a flex office/ research environment and light industry.
PI **Planned Industrial**	**1.0**	To allow for manufacturing, processing, large-scale distribution centers, and other high-impact industrial activities which may have objectionable aesthetics or be associated with loud noise, noxious odors, smoke, dust, or vibration impacts. The intensity of the PI FLU shall be regulated by a context sensitive planned industrial subarea policy and shall require at a minimum MPUD Master Planned Unit Development District zoning as determined by the Land Development Code.

MIXED USE AND TRANSECT CENTERS

CATEGORY	DENSITY RANGE	DENSITY BONUS	FAR	INTENT
PD **Planned Development**	DENSITY: As determined in Subarea Policies Existing PD FLUs, which pre-date Pasco 2050 and contain heavy industrial uses are deemed consistent with this classification.		Floor Area Ratio: As determined in Subarea Policies	To provide for a variety of land uses and intensities within a development site to preserve conservation areas above and beyond Land Development Code requirements; reduce public investment in provision of services; encourage flexible and creative site design; and provide sites for schools, recreation, and other public facilities which provide an areawide benefit to the community.
NCR **Neighborhood Corner**	**6-12** Locations adjacent to municipalities, NCR FLU density shall NOT exceed the highest density of the nearby municipality's FLU. This cap is applicable within unincorporated areas included in any Joint Planning Area.	**+6** may access bonus if 10% of housing is affordable housing serving below 80% AMI needs. May receive additional units beyond density allowance if units are imported from Conservation Subdivision conserved open areas.	**0.60-0.85** Urban Service Area: **4.0**	To provide for concentrated areas of neighborhood-serving commercial, office, residential, recreational and cultural facilities, at intensities compatible with surrounding neighborhoods.
CSQ **Community Square**	**12-18** Locations adjacent to municipalities, CSQ FLU density shall NOT exceed the highest density of the nearby municipality's FLU. This cap is applicable within unincorporated areas included in any Joint Planning Area.	**+12** may access bonus if 10% of housing is affordable housing serving below 80% AMI needs. May receive additional units beyond density allowance if units are imported from Conservation Subdivision conserved open areas.	**0.75-2.0** Urban Service Area: **4.0**	To provide for concentrated areas of community-serving commercial, office, residential, recreational and cultural facilities, at higher intensities than in surrounding neighborhoods.
URC **Urban Center**	**19-64**	**+24** may access bonus if 10% of housing is affordable housing serving below 80% AMI needs. May receive additional units beyond density allowance if units are imported from Conservation Subdivision conserved open areas.	**0.85-4.0**	To provide for concentrated areas of mixed commercial, services, residential and office uses at high intensities.

SPECIFIC PURPOSE

CATEGORY	INTENSITY/DENSITY	INTENT
CL **Coastal Lands**	**1** dwelling unit per **40** gross acres **0.025**	To limit land use densities and intensities in Coastal High Hazard Areas where potential property damage and loss of life due to natural disasters exists.
CON **Conservation Lands**	Floor Area Ratio: 0 Density: 0	To recognize public or private lands held for conservation.
R/OS **Major Recreation/Open Space**	Floor Area Ratio: 0 Density: 0	To recognize major recreation and permanent open space lands.
P/SP **Public/Semi-Public**	Floor Area Ratio: **3.0** Urban Service Area: **4.0**	To recognize major existing and programmed public/semipublic facilities, primarily those facilities associated with public or private utilities and those associated with frequent or regular use by the residents of the community; e.g., educational and health care facilities. Also, to recognize major public facilities which are also not permitted within the residential land use classifications of this Comprehensive Plan. Additional uses under this classification may be recognized by amendments to the Future Land Use Map, if appropriate.

SPECIAL PLANNING AREA

CATEGORY	INTENSITY/DENSITY	INTENT
CPEV **Central Pasco Employment Village**	FAR: As determined in Subarea Policy DENSITY: As determined in Subarea Policy	To acknowledge the unique size, location, and characteristics of CPEV and to define the guiding principles and specific conditions for development.
GH **Gateway Hub**	Floor Area Ratio: As determined in Subarea Policies Density: As determined in Subarea Policy	To recognize the unique characteristics of the Gateway to the County and the Tampa Bay Region at the intersection of S.R. 52 and 1-75. The purpose is to create a mixed-use classification that will provide for appropriate development of this critical regional location.
NT **Connerton New Town**	See Table 5.1.3.1	To create a mixed-use development in Central Pasco County providing for employment opportunities, retail, a range of housing options, and multimodal opportunities.
NPC **New Port Corners**	Development Program Specified in FLU	To create a sense of place in a critical infill location in the West Market Area. The category provides for establishing a focal point on the Little Road as a destination for the region.
VOPH **Villages of Pasadena Hills**	Refer to the Pasco SPECIALIZES Chapter of the Pasco 2050 Comprehensive Plan	
CC **Connected City**	Refer to the Pasco SPECIALIZES Chapter of the Pasco 2050 Comprehensive Plan	

THE PLAN UPDATE



SCAN ME


PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
Inspire
PLACEMAKING COLLECTIVE
Pasco 2050
THANK YOU!
SCAN ME

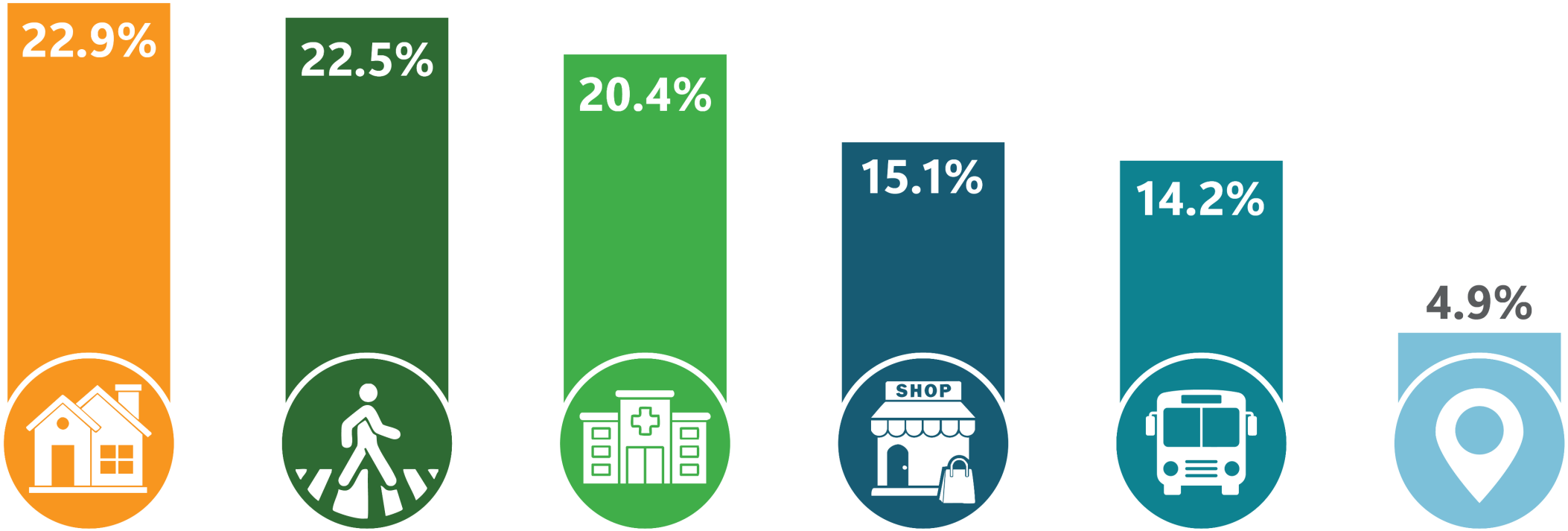
PASCO 2050 VISION SURVEY

Nearly 1,050 residents took the survey and shared the following perspectives:

- **22.9%** believe Pasco County should plan for neighborhoods that include shops, healthcare, parks, schools, and leisure options within a 15-minute walk or bike ride from ***areas where residential units are already located***
- **43.5%** believe these destinations should be ***within walking distance***, ideally located within one larger, walkable area.
- **47.9%** support a "***no growth***" approach, believing that new development should always be concentrated within the County's existing urban areas.
- **62.5%** believe goods and services (e.g., grocery stores, gas stations, barbershops, retail, etc.) should be allowed in ***select locations within rural areas***.
- **Top three funding priorities**: **(1)** Land acquisition for natural resource protection, **(2)** Roadway Maintenance, and **(3)** Water Supply Quality Monitoring and Improvements.

PASCO 2050 VISION SURVEY

In an effort to improve the local quality of life and reduce traffic congestion, the County seeks to plan for neighborhoods that feature shops, healthcare, parks, schools, and leisure options within a 15-minute walking or biking distance. Where should these neighborhoods be located?



In areas where **residential units** are already located

In areas where **infrastructure** (e.g., roads, sidewalks, water and sewer facilities) already exists or is planned for in the future

In **areas near employment, healthcare, grocery/retail, and other services** already exist or are planned for in the future

In areas where **commercial developments** are already located

In **areas served by public transportation**

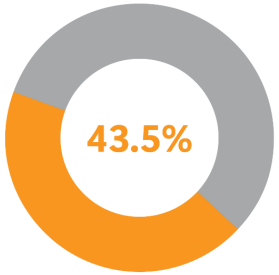
Other locations

PASCO 2050 VISION SURVEY

In an effort to improve the local quality of life and reduce traffic congestion, the County seeks to plan for neighborhoods that feature shops, healthcare, parks, schools, and leisure options within a 15-minute walking or biking distance. Where should these neighborhoods be located?

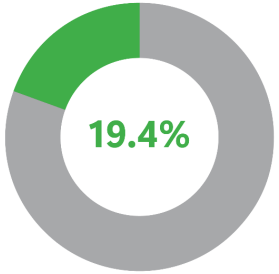


Within walking distance
(destinations should be located within one larger,walkable area)



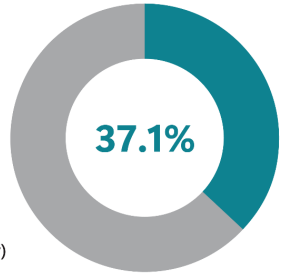


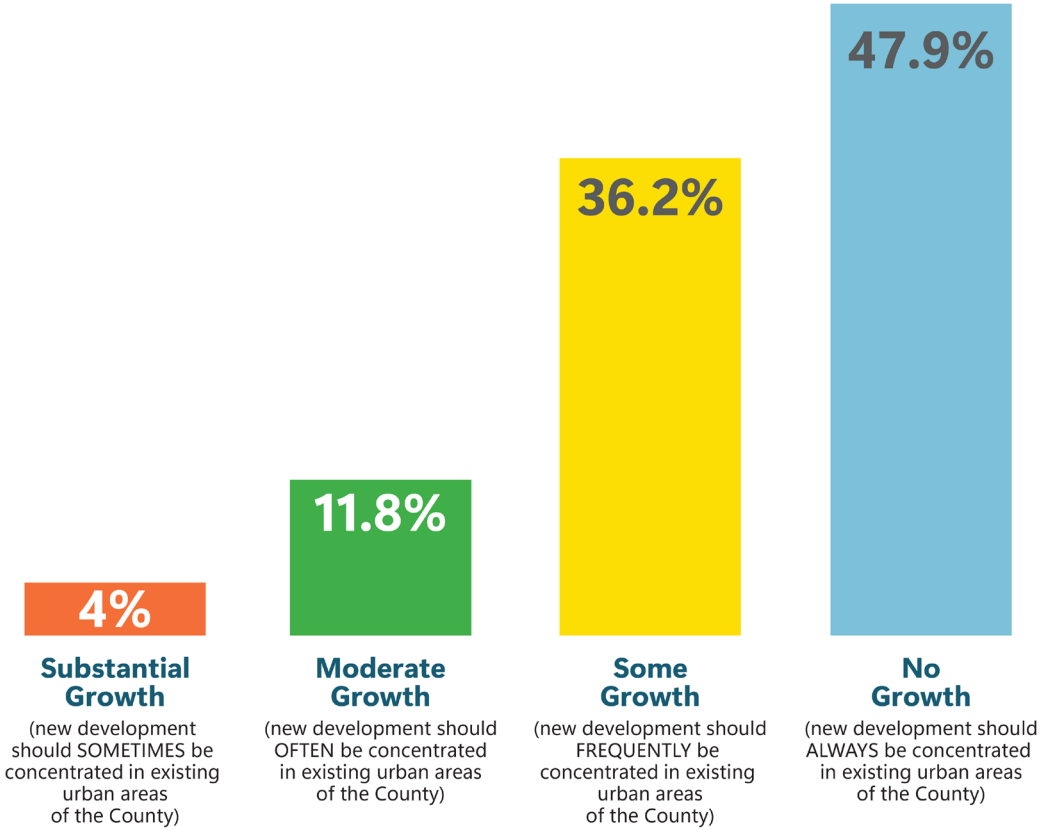
Within bus or biking distance
(destinations should be minimally separated from one another along a corridor)





Within driving distance
(destinations should be separated far away from one another and placed throughout the community)

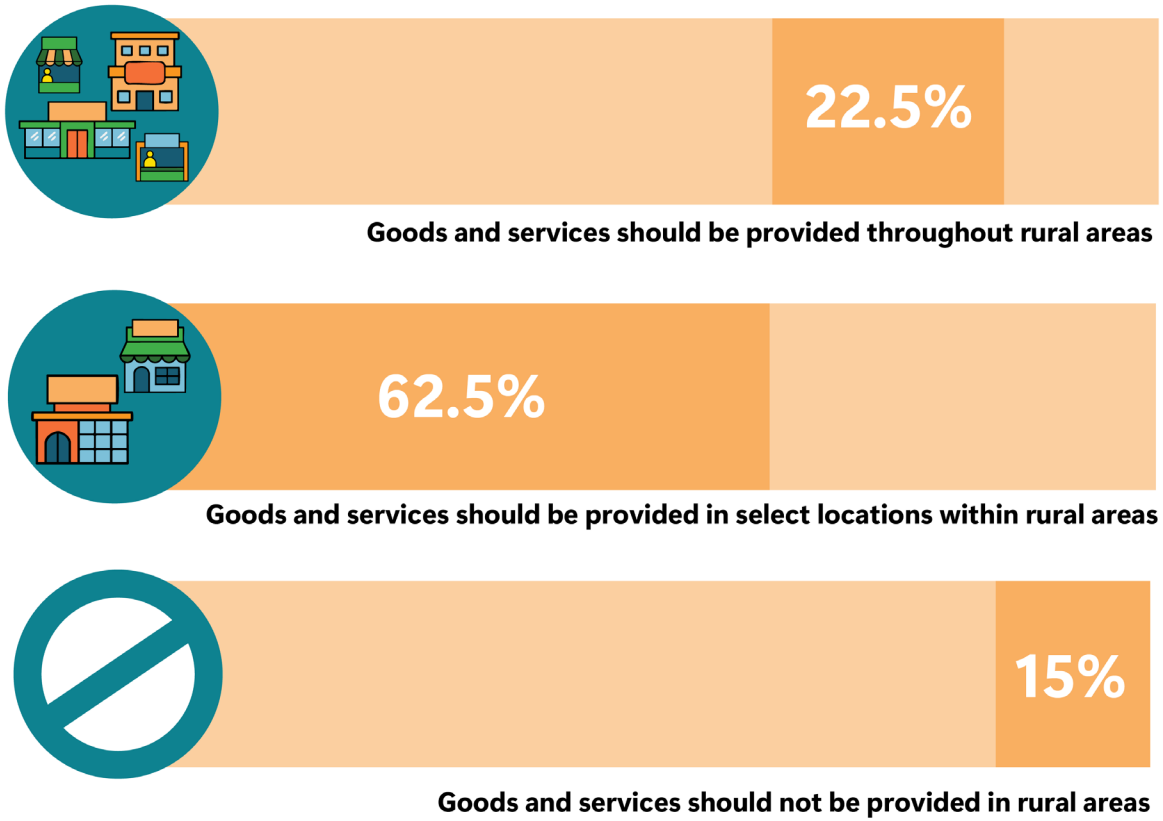




In an effort to improve the local quality of life and reduce traffic congestion, the County seeks to plan for neighborhoods that feature shops, healthcare, parks, schools, and leisure options within a 15-minute walking or biking distance. Where should these neighborhoods be located?

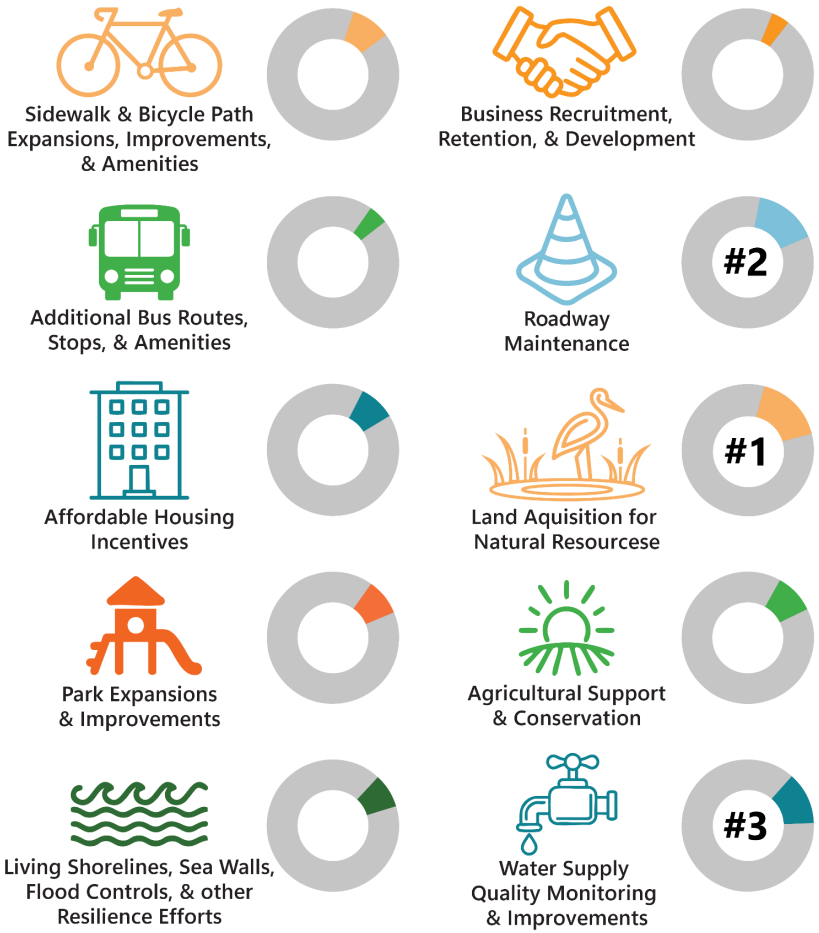
PASCO 2050 VISION SURVEY

Where should basic goods and services (e.g., grocery stores, gas stations, barber shops, etc.) be located for residents living within rural areas of the County?

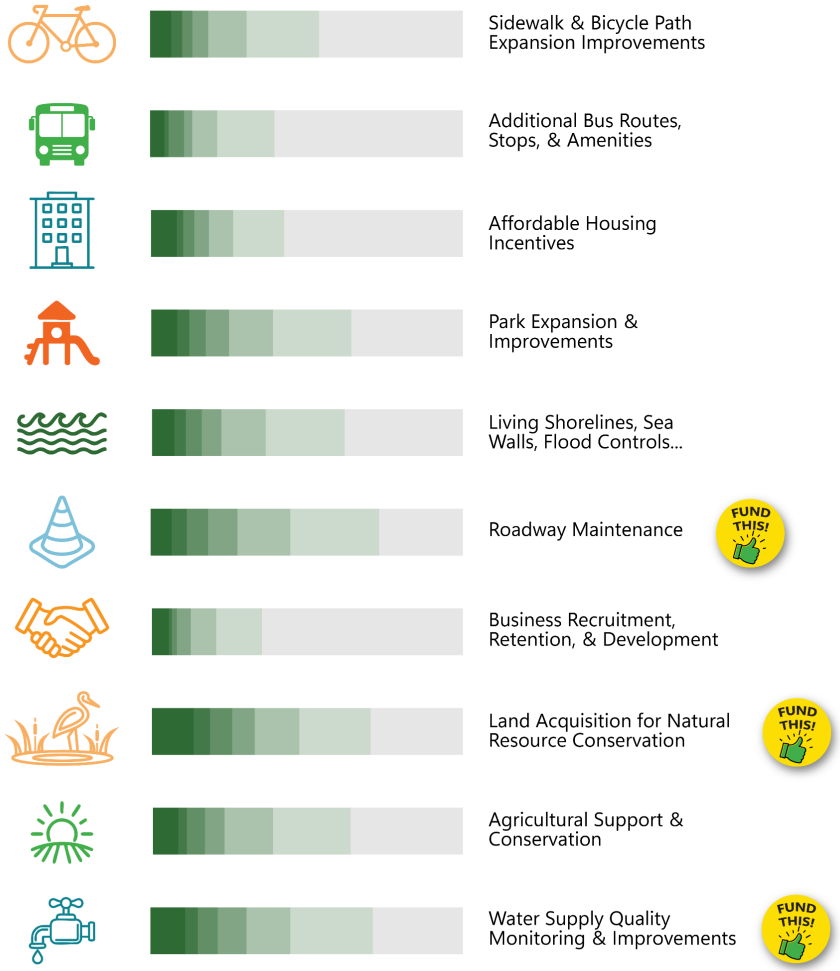


PASCO 2050 VISION SURVEY

The County's Vision (Envision Pasco 2050) calls for new and expanded public services and facilities by 2050. Considering the limited funds available today, which of the following should the County prioritize? Select up to three options.



One method to fund most, if not all, of the new and expanded public services and facilities identified in Envision Pasco 2050 is to levy new fees or taxes on residents and visitors. Hypothetically speaking, what is the maximum you would be willing to pay annually for the following projects and improvements?



Natural Resource Preservation



- Require stronger tree preservation regulations for new development
- Utilize ELAMP to preserve wildlife corridors
- Ensure the protection of aquifer recharge from new and existing development
- Increase efforts to monitor, protect, and increase the County's water supply

Natural Resource Preservation

Pasco GROWS

- Policy 2.1.17 addressed maximizing aquifer recharge in the Northeast Rural Area
- Policy 4.1.10 emphasized arbor regulations and tree preservation in the LDC
- Policy 4.1.11 raised the issue of clear-cutting trees to prepare for new development

Pasco CONSERVES

- Policy 1.1.3 required the submission of a compatibility plan to protect conservation lands for passage of wildlife
- Policy 1.1.16 addressed the preservation of existing native and non-native trees
- Policy 1.6.7 incorporated permit monitoring for water usage
- Policy 1.6.13 established aquifer recharge provisions

Pasco SERVES

- Policy 1.7.1 expanded water supply facility capacity to meet projected needs through 2030
- Policy 1.8.1 advanced water conservation efforts within Water Supply Facilities Work Plan
- Policy 5.1.1 limited lot coverage and amount of impervious surface of developments in high aquifer-recharge areas

Mobility Enhancement



- Consider a pedestrian bridge over US Highway 19 in locations where other types of potential connections would be infeasible or insufficient
- Identify opportunities to increase the interconnectedness of the County's transportation network
- Plan new transit connections between residential communities and activity centers
- Expand the sidewalk and trail network within the County, particularly around public facilities such as schools and parks

Mobility Enhancement

Pasco GROWS

- Policy 1.6.4 established mixed use design standards in LDC for development within walking distance of transit stations
- Policy 1.6.8 adopted complete streets to encourage pedestrian activity

Pasco MOVES

- Policy 1.1.1 promoted integration of transportation systems
- Policy 1.2.6 prioritized safe and connected systems of sidewalks, multi-use pathways, and bike lanes
- Policy 2.2.2 introduced transit-oriented design standards and mixed-use nodes within residential and employment uses
- Policy 2.8.1 required sidewalks and bicycle facilities at bus stops

Pasco PLAYS

- Policy 1.2.1 identified need for County-wide network of greenways, trails, and blueways connecting to regional system
- Policy 1.3.2 required development of parks, schools, and neighborhoods to include trails, bike paths, and mass transit linkages

Rural Lands & Rural Character Protection



- Prohibit increases in maximum permitted densities within rural areas
- Work with agricultural property owners to develop incentives for placing portions of their property in conservation easements
- Maintain the development regulations applicable within the Northeast Rural Overlay
- Evaluate and refine standards for solar farming*

Rural Lands & Rural Character Protection

Pasco GROWS

- Policy 2.1.2 maintained maximum residential density of one dwelling unit per acre in Northeast Rural Area
- Policy 2.1.7 aimed to amend the LDC to limit topographic alterations in rural areas
- Policy 2.1.8 established conservation subdivision design guidelines to preserve open space and minimize disturbance to natural features
- Policy 2.1.9 protected rural neighborhoods from sensory intrusions of developments and nonresidential uses
- Policy 2.1.12 created the Northeast Pasco County Rural Area Scenic Roadway Overlay District to preserve rural character of roads
- Policy 2.1.18 advanced public facility improvements in the Northeast Rural Area to be consistent with the rural character
- Policy 2.2.4 encouraged pursuit of State and Federal funds to purchase agricultural conservation easements
- Policy 2.3.1 identified Rural Character Areas for protection from intrusion of urban uses and intensities

Park System Expansion



- Identify land acquisition opportunities to expand the County's parks system
- Require the provision of onsite parks and recreation facilities for new, large-scale developments
- Expand programming catered towards youth and senior populations
- Increase the connectivity of multiuse trails within the County

Park System Expansion

Pasco PLAYS

- Policy 1.1.6 maintained requirement for neighborhood parks in developments of more than 25 dwelling units
- Policy 1.1.8 addressed park deficiencies in urban areas through redevelopment project provisions
- Policy 1.1.10 encouraged community participation to assess community needs around parks and recreational programming
- Policy 1.2.1 identified need for County-wide network of greenways, trails, and blueways connecting to regional system
- Policy 1.2.3 established five Greenway Corridor Opportunity Zones to serve as future greenway corridors throughout County
- Policy 1.3.2 required development of parks, schools, and neighborhoods to include trails, bike paths, and mass transit linkages
- Policy 1.8.4 integrated cultural arts programming into parks and recreation system

Pasco MOVES

- Policy 1.2.6 prioritized safe and connected systems of sidewalks, multi-use pathways, and bike lanes

Pasco INVESTS

- Policy 1.2.16 committed to construction and expansion of parks where current population is underserved by existing parks

More Housing Options for All



- Work with property owners to explore eliminating regulatory barriers and fees for rehabilitating dilapidated homes
- Strategically reduce minimum living areas and lot sizes in select residential future land use categories and zoning districts
- Identify and work with developers to address the local housing shortage for senior citizens
- Explore opportunities for permitting additional housing types (e.g., accessory dwelling units, duplexes, etc.) within low-density future land use categories and zoning districts

More Housing Options for All

Pasco GROWS

- Policy 1.3.3 incorporated minimum density and floor area ratios as transit-oriented design standards for higher density residential uses
- Policy 1.5.6 established minimum density requirements within Mixed Use Nodes to discourage urban sprawl

Pasco LIVES

- Policy 1.1.4 revised regulatory barriers for developing Missing Middle Housing types in single family districts
- Policy 1.1.6 permitted accessory dwelling units in Future Land Use classifications that allow single-family residential uses
- Policy 1.2.4 incorporated incentives to produce affordable housing, including density increases and reduced minimum parking
- Policy 1.2.12 continued programs to rehabilitate aging structures for affordable housing
- Policy 1.4.14 targeted neighborhoods earning less than 80% of area median income for concentrated capital improvements
- Policy 1.5.1 connected special-needs populations, including elderly and persons with disabilities, to housing resources

Walkable & Vibrant Places



- Work with developers to establish town centers which act as community gathering spaces and offer goods and services to surrounding neighborhoods
- Permit limited commercial developments within a walkable distance to neighborhoods which can meet their daily needs for goods and services
- Refine landscaping standards for new development to require shade trees, sidewalks, and landscaped parkways within urbanizing areas of the County
- Work with residents to identify opportunities for transitioning existing single-use neighborhoods into vibrant, mixed-use communities

Walkable & Vibrant Places

Pasco GROWS

- Policy 1.3.1 provided Traditional Neighborhood Design guidelines that emphasized walkable streets and town centers with mixed uses
- Policy 1.6.4 established mixed use design standards in LDC for development within walking distance of transit stations
- Policy 1.6.8 adopted complete streets to encourage pedestrian activity
- Policy 4.6.1 allowed neighborhood scaled commercial development within suburban residential designations

Pasco MOVES

- Policy 1.2.6 prioritized safe and connected systems of sidewalks, multi-use pathways, and bike lanes
- Policy 1.3.4 asserted S.R. 54/56 Corridor as an urban roadway, allowing for streetscape improvements such as sidewalks, trees, and lighting
- Policy 2.2.2 introduced transit-oriented design standards and mixed-use nodes within residential and employment uses

Pasco PLAYS

- Policy 1.3.2 required development of parks, schools, and neighborhoods to include trails, bike paths, and mass transit linkages

Pasco WORKS

- Policy 1.5.4 emphasized mixed use activity nodes to facilitate the creation of the fifteen-minute city within urbanized areas

Public & Private Spaces Enhancement



- Prevent the elimination of mature, native trees from new development
- Revise lighting standards to mitigate light pollution within the County
- Establish design requirements for new commercial and office buildings
- Start a program to identify and address non-ADA compliant developments and infrastructure

Public & Private Spaces Enhancement

Pasco GROWS

- Policy 1.5.12 established design requirements for new development within Mixed Use Nodes
- Policy 2.1.1 incorporated rural lighting standards to reduce light pollution in rural areas
- Policy 4.1.10 emphasized arbor regulations and tree preservation in the LDC
- Policy 4.1.11 raised the issue of clear-cutting trees to prepare for new development

Pasco MOVES

- Policy 1.3.9 enhanced site planning and design standards for the S.R. 54/56 Corridor, including landscape, signage, and lighting improvements
- Policy 2.5.1 advanced landscaping regulations on public roadways

Pasco PLAYS

- Policy 1.2.4 required greenways and trails to be adopted in both public and private development projects
- Policy 1.3.3 prioritized accessibility in public recreational facilities, ensuring compliance with ADA requirements

Maintenance of Public Facilities



- Preserve historical and indigenous sites
- Increase funding and service capabilities of the County's emergency management program
- Improve the amenities available at bus stops
- Increase funding for identifying and repairing dilapidated roadways

Maintenance of Public Facilities

Pasco GROWS

- Policy 4.1.13 arranged for identification of historical structures by qualified archaeologist, historian, or architectural historian
- Policy 4.1.14 assigned the Register of Historical and Archaeological Resources to protect identified historical resources

Pasco MOVES

- Policy 1.1.4 committed design coordination between State and County roadway improvements and public transportation service
- Policy 2.8.1 required sidewalks and bicycle facilities at existing and future bus stops

Pasco PARTNERS

- Policy 1.1.6 emphasized coordination with local governments, community organization, and the public to fund the development of roadways
- Policy 1.1.11 prioritized submitting proposal to Board of Commissioners and state agencies to fund emergency management services
- Policy 1.1.12 directed a review and update of the emergency management plan every five years, considering emergency shelters and public education

Pasco INVESTS

- Policy 1.1.2 established annual five-year capital improvements schedule and budget
- Policy 1.3.1 incorporated impact fees as a means of paying for capital improvements and maintenance for public facilities

Resilient Pasco



- Limit the proliferation of large and intense development projects in low-lying, coastal areas
- Expand the capacity and reach of the County's stormwater management facilities
- Increase education and outreach efforts regarding natural hazard preparedness
- Consider utilizing vacant public lands for emergency stormwater overflow

Resilient Pasco

Pasco ADAPTS

- Policy 1.1.7 required activities within Coastal Planning Area to implement a stormwater management system
- Policy 2.1.4 emphasized annual hurricane preparedness simulations and provision of information on evacuation procedures to the public
- Policy 2.3.6 restricted development in Coastal High Hazard Areas by requiring open space preservation and prohibiting expansion of mobile homes
- Policy 2.2.6 committed to the County's acquisition of repetitive loss properties to be used as parks, open space, or stormwater retention
- Policy 3.1.14 expanded education and outreach programs on resilience and sustainability, linking scientific findings to practical applications

Pasco INVESTS

- Policy 1.2.13 required on-site drainage facilities for new projects to attenuate stormwater runoff from 100-year storms
- Policy 1.4.3 limited public investments that subsidize developments in Coastal High Hazard Areas

Pasco SERVES

- Policy 4.1.2 considered the usage of vacant public lands for emergency stormwater overflow
- Policy 4.4.1 prioritized natural water storage areas for the retention, infiltration, and evapotranspiration of stormwater
- Policy 4.6.4 directed fund allocation for public drainage projects in areas with prepared stormwater studies

More Employment Opportunities



- Expand learning and certification opportunities for skilled trades (e.g., automotive, construction, electrical, etc.)
- Support programs for high school students which provide work studies and apprenticeships
- Work with business owners and developers to expand fiber-optic internet services to existing and prospective employment centers
- Evaluate and potentially expand existing incentive programs for business recruitment and retention

More Employment Opportunities

Pasco WORKS

- Policy 1.3.8 addressed updates to the Economic Development Incentive Ordinance to attract targeted businesses
- Policy 1.3.10 enhanced service provision for targeted businesses, including site analysis, permitting assistance, and financing options
- Policy 1.6.2 emphasized coordination of workforce training programs with local higher education institutions and the District School Board
- Policy 1.6.3 identified state and local grant funds for training the local workforce, in addition to funding for target business expansion
- Policy 1.7.1 prioritized public infrastructure improvements to Commercial, Employment Generating Office areas
- Policy 1.7.2 ensured adequate land and transportation capacity for future employment-generating land uses through development review

Pasco PARTNERS

- Policy 7.1.1 committed to recruitment and engagement of high school students for work study or apprenticeship programs
- Policy 7.1.2 established an annual fair to showcase work study and apprenticeship opportunities for students
- Policy 7.1.3 advanced programs integrating skill-based learning with classroom instruction in collaboration with schools, businesses, and community organizations

LOCAL PLANNING AGENCY

June 19, 2025

New Port Richey

PASCO COUNTY FLORIDA

OPEN SPACES. VIBRANT PLACES.

Agenda Item PX
CPAS24(18) River Ridge PD

PDE25-0148

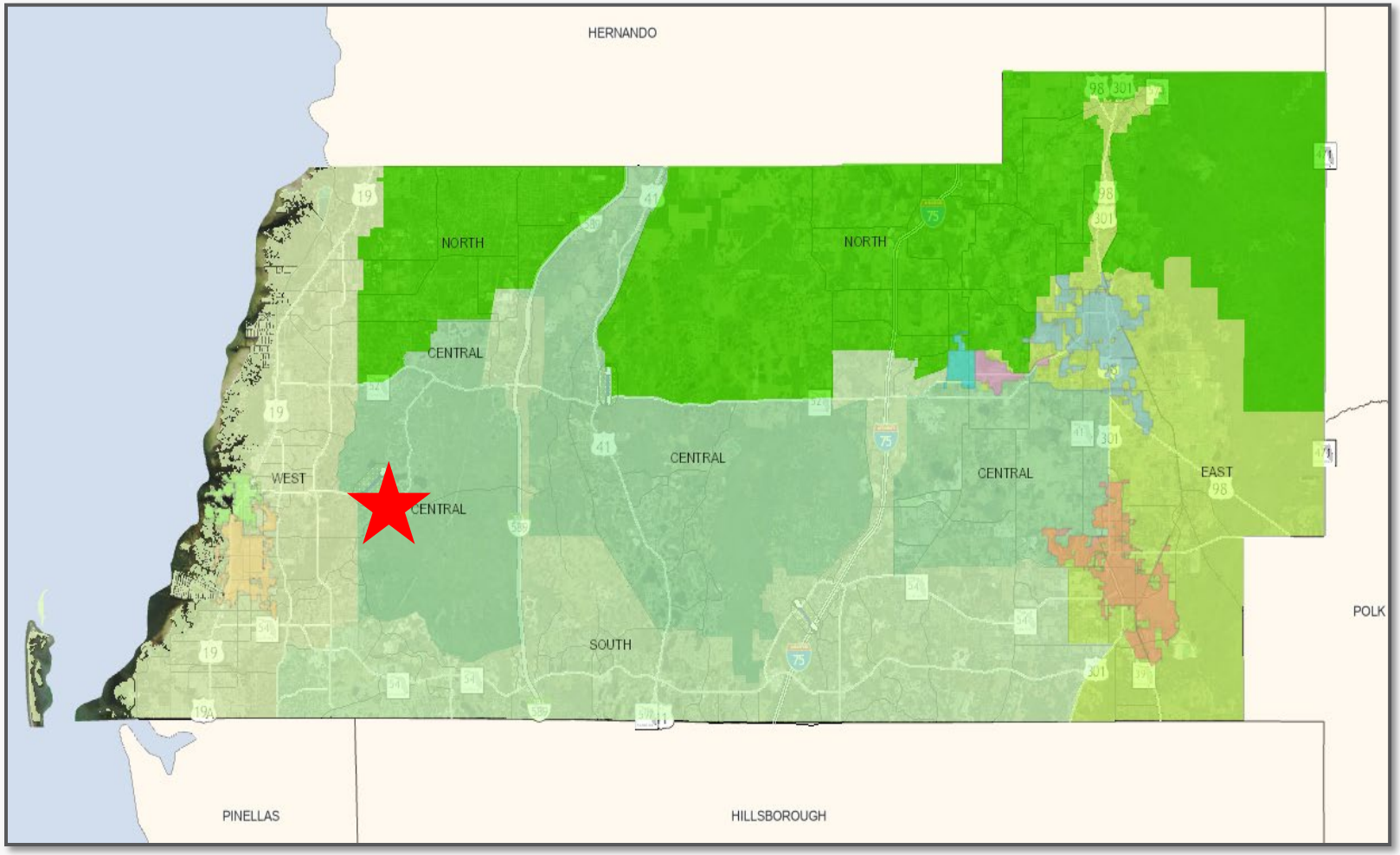
COMPREHENSIVE PLAN AMENDMENT

CPAS24(22) River Ridge PD

PROJECT OVERVIEW

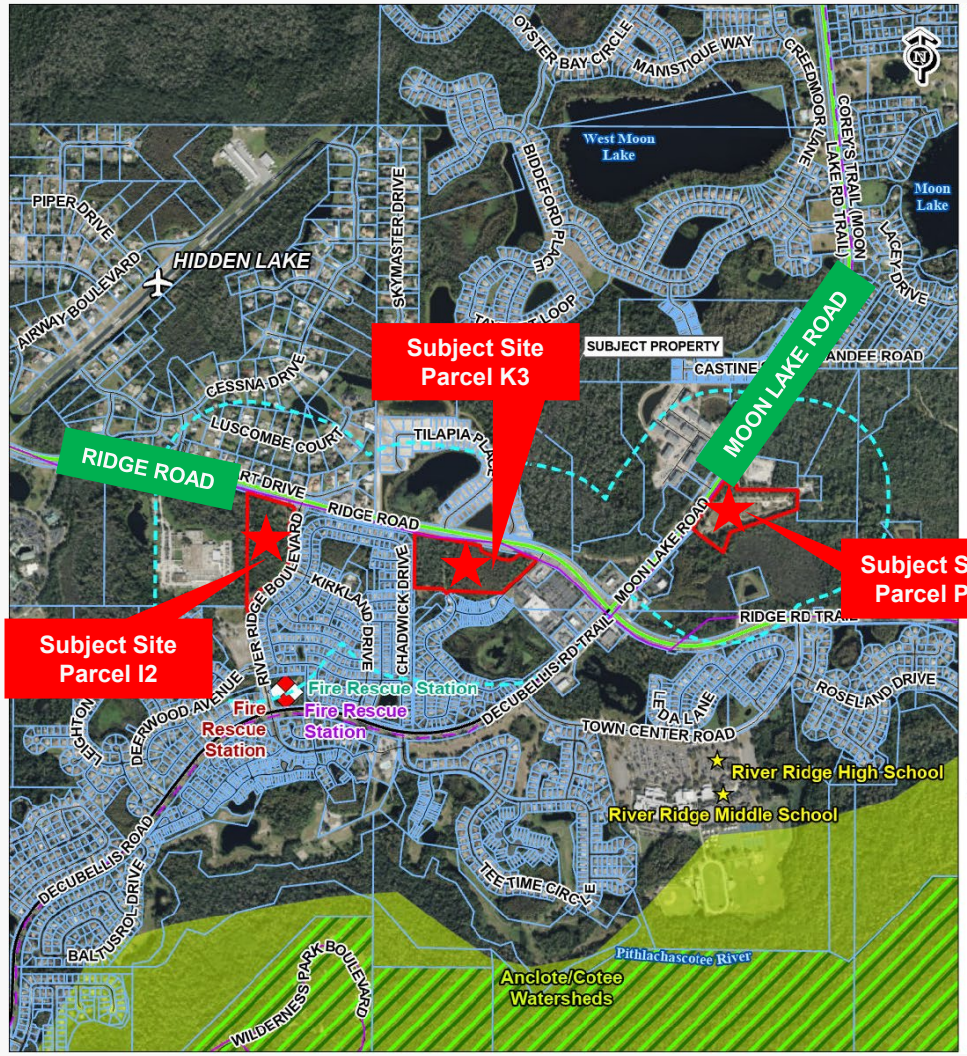
PROPOSAL:	Comprehensive Plan Amendment (Small-Scale)
FLU CHANGE FROM:	RES-3 (Residential-3 du/ga), RES-6 (Residential-6 du/ga), and RES-9 (Residential-9 du/ga)
FLU CHANGE TO:	PD (Planned Development)
PURPOSE:	To reinstate the previously approved entitlements from the River Ridge DRI; and request an increase of 64,285 square feet on Parcel K3
LOCATION:	South side of Ridge Road Approximately 1,185 feet (K3); and 1,187 feet (I2) west of the intersection of Ridge Road and Moon Lake Road; and on the east side of moon Lake Road approximately 1,455 feet (P2) north of the intersection of Ridge Road and Moon Lake Road
SUBAREA POLICY:	POLICY FLU 7.1.84: River Ridge PD
ACCOMPANYING:	Substantial Modification in the name of Rezoning Petition No. 7688 River Ridge MPUD

COUNTY LOCATION



The property is located in the Central Market Area

SITE LOCATION – CONTEXT MAP



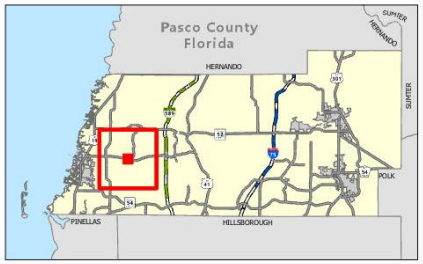
CPAS24(22)
RIVER RIDGE MPUD
PARCEL K3 PD

29-25-17-0000-00600-0000
30-25-17-0000-00200-0000
29-25-17-0000-00400-0020

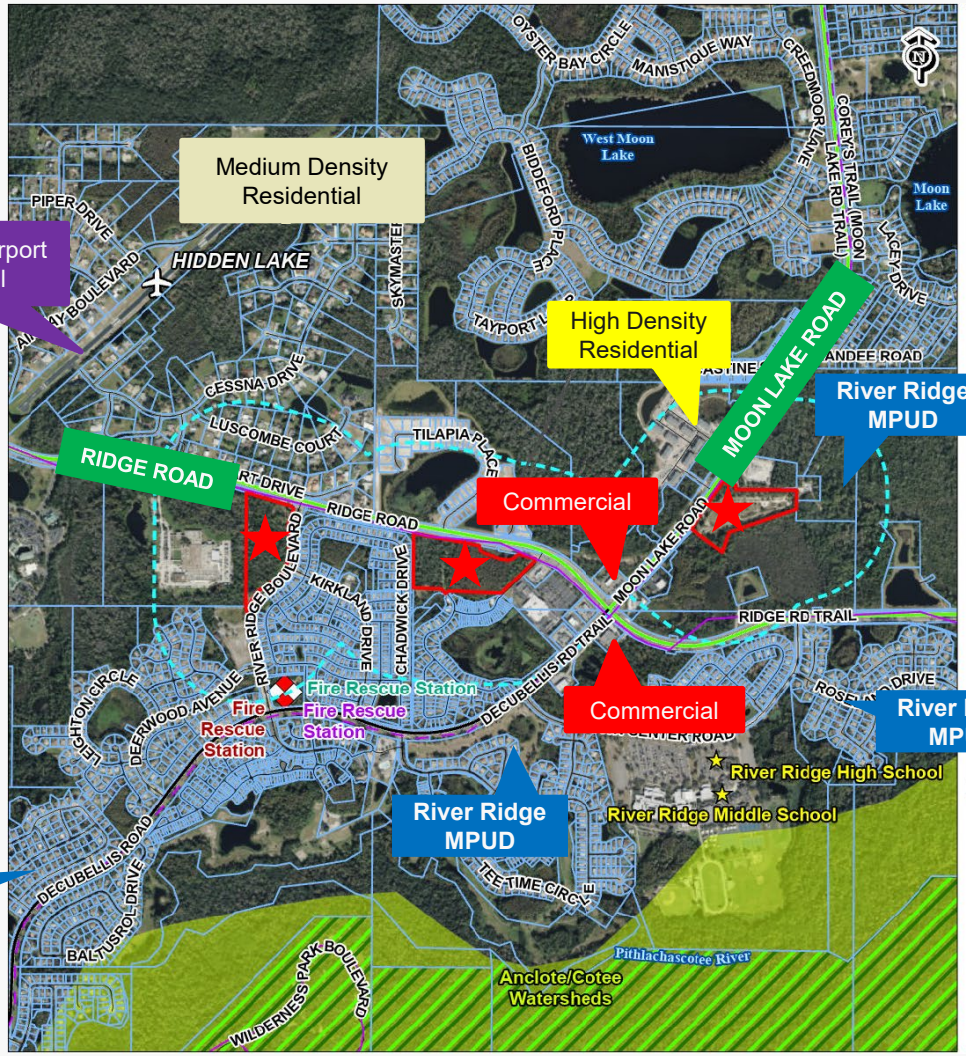
COMMISSION DISTRICT: 4

- Subject Property
- 1000ft Buffer
- Conceptual Trails / Planned
- Existing Trails
- Exisiting Arterial
- Existing Collector

0 1,000 2,000
Feet



SITE LOCATION – CONTEXT MAP



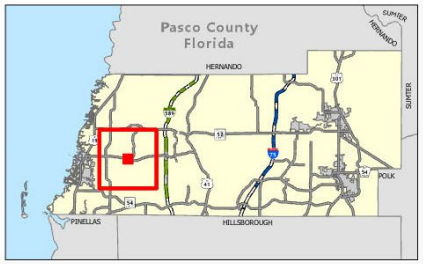
CPAS24(22)
RIVER RIDGE MPUD
PARCEL K3 PD

29-25-17-0000-00600-0000
30-25-17-0000-00200-0000
29-25-17-0000-00400-0020

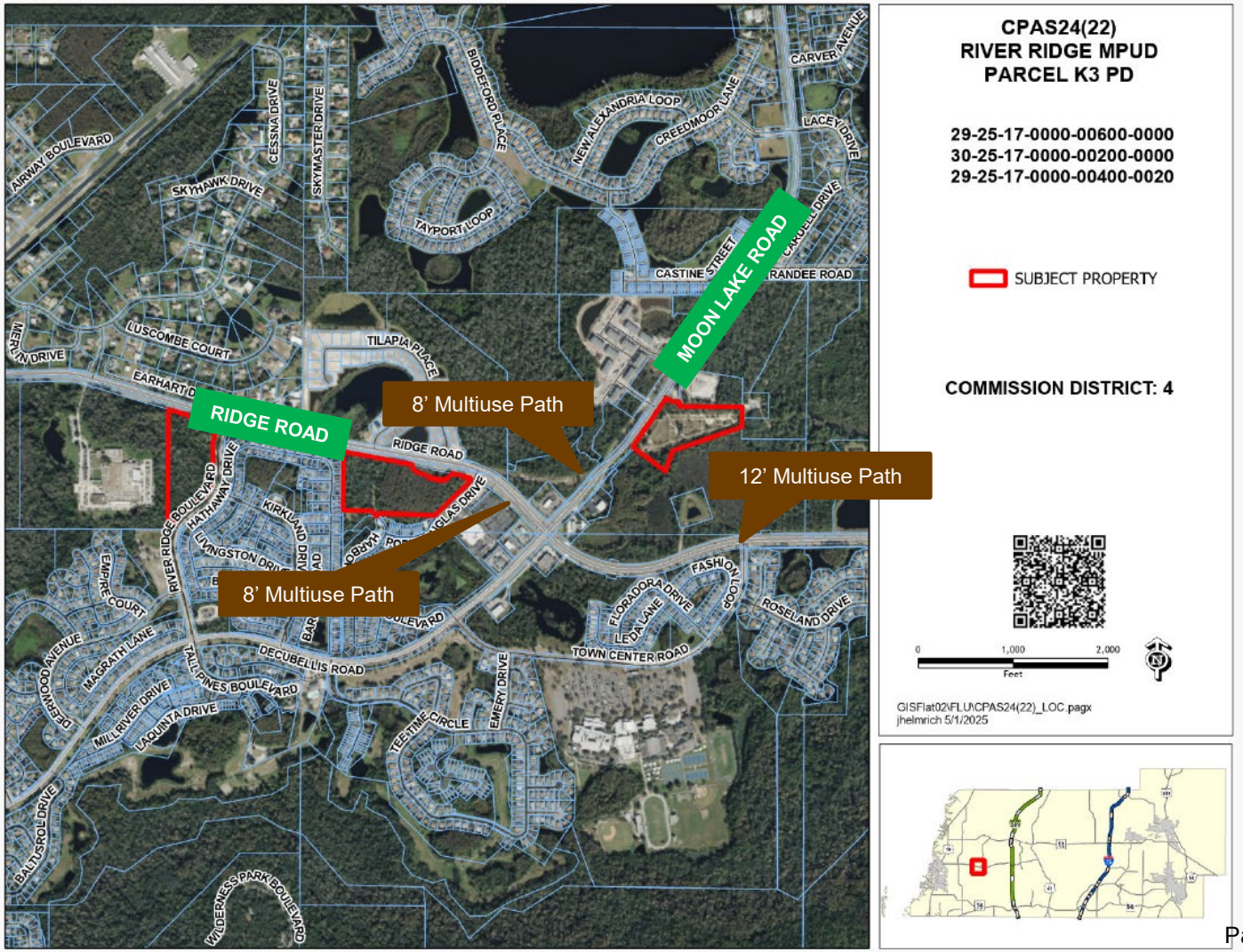
COMMISSION DISTRICT: 4

- Subject Property
- 1000ft Buffer
- Conceptual Trails / Planned
- Existing Trails
- Exisiting Arterial
- Existing Collector

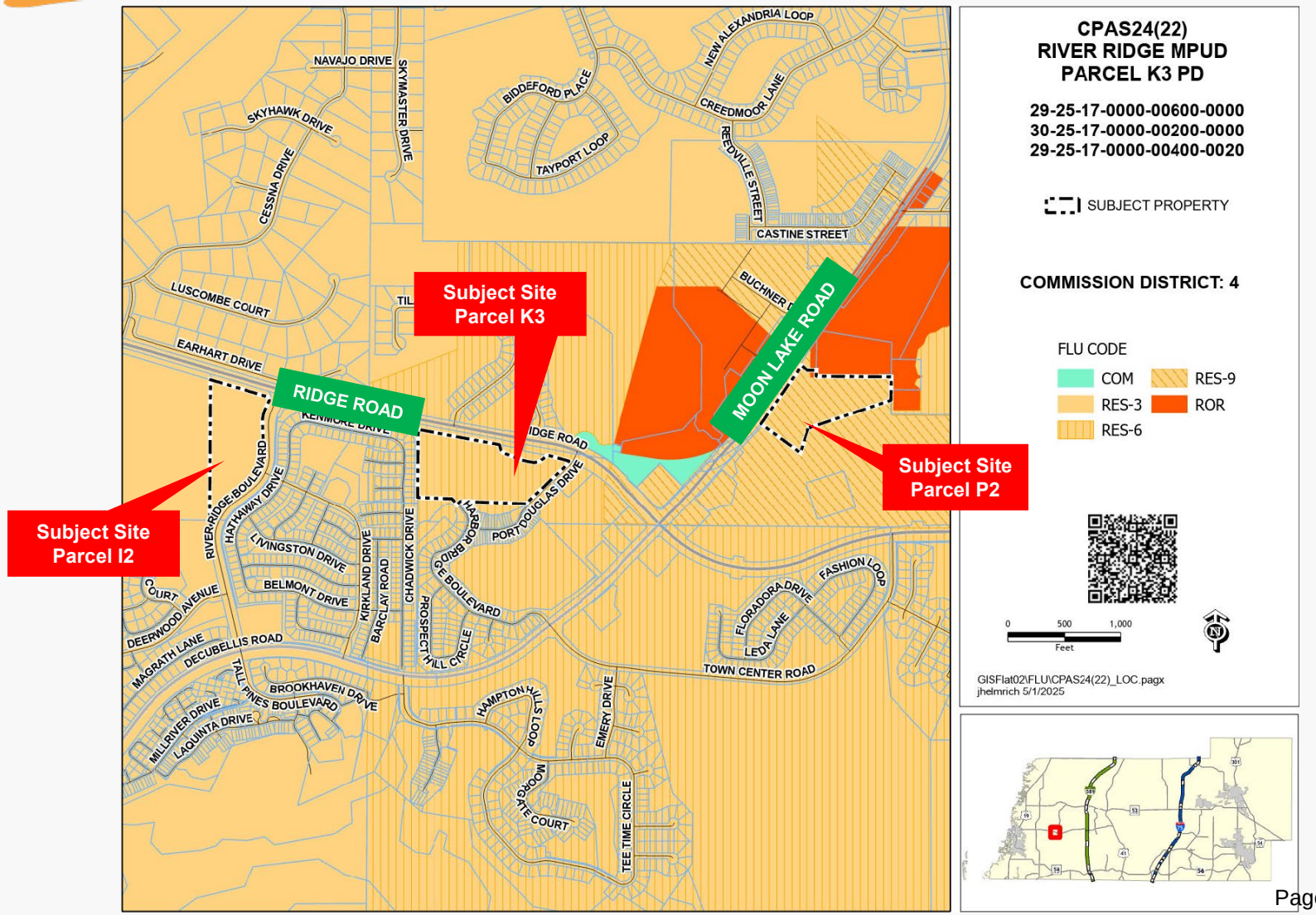
0 1,000 2,000
Feet



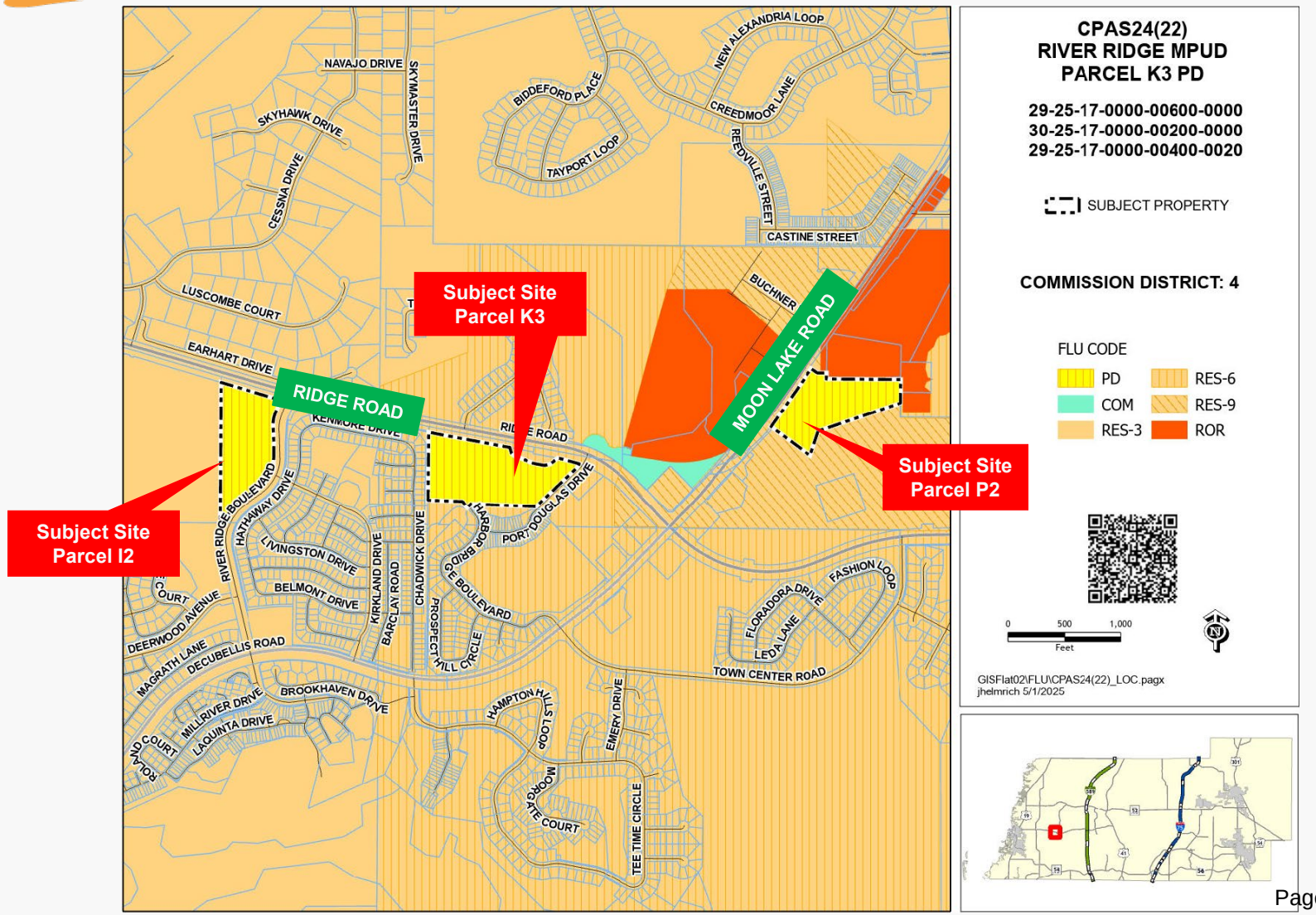
TRANSPORTATION NETWORK MAP



EXISTING FLU – RES-3 & RES-6 & RES-9



PROPOSED FLU – PD



CPAS24(22)
RIVER RIDGE MPUD
PARCEL K3 PD

29-25-17-0000-00600-0000
30-25-17-0000-00200-0000
29-25-17-0000-00400-0020

SUBJECT PROPERTY

COMMISSION DISTRICT: 4

FLU CODE

PD	RES-6
COM	RES-9
RES-3	ROR

0 500 1,000
Feet

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jhelmrich 5/1/2025

SUBAREA POLICY

RIVER RIDGE PD SUBAREA POLICY

POLICY FLU 7.1.84 RIVER RIDGE PD

a. The River Ridge Planned Development (PD) is identified on Future Land Use (FLU) Subarea Map 2-9. All rezonings within the subarea shall be MPUD Master Planned Unit Development District(s) and shall be governed by the terms of this subarea policy. Any development that would exceed the level of development allowed under this subarea policy shall require an amendment to this policy, Policy FLU 7.1.84, and such amendment shall be supported by data and analysis that demonstrates adequate public facilities, services, and infrastructure are available to accommodate the proposed density and intensity of development. Such amendment shall be consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, and Chapter 163, Florida Statutes.

b. The following maximum levels of development and permitted uses within River Ridge PD Subarea are approved.

Maximum Development Potential

Type of Development	Square Footage
29-25-17-0000-00600-0000 (Parcel K3) Retail Commercial Office	125,000 Square Feet
30-25-17-0000-00200-0000 (Parcel I2) Retail Commercial Office	13,590 Square Feet
29-25-17-0000-00400-0020 (Parcel P2) Retail Commercial Office Multi-Family Residential	7,500 Square Feet 225 Multi-Family Residential

COMPREHENSIVE PLAN CONSISTENCY

The proposed amendment is consistent with following Comprehensive Plan Policies:

Section FLU A-6:	**PD (Planned Development)**
POLICY FLU 8.1.3:	**Central Market Area Establishment**
POLICY FLU 1.6.1:	**Commercial Development**
POLICY FLU 1.8.7:	**Economic Development**
POLICY FLU 1.8.10:	**Preservation of Capacity for Employment Generating Uses**

RECOMMENDATION

Recommend the Local Planning Agency (LPA) find the proposed amendment consistent with the Comprehensive Plan.


PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PLANNING COMMISSION

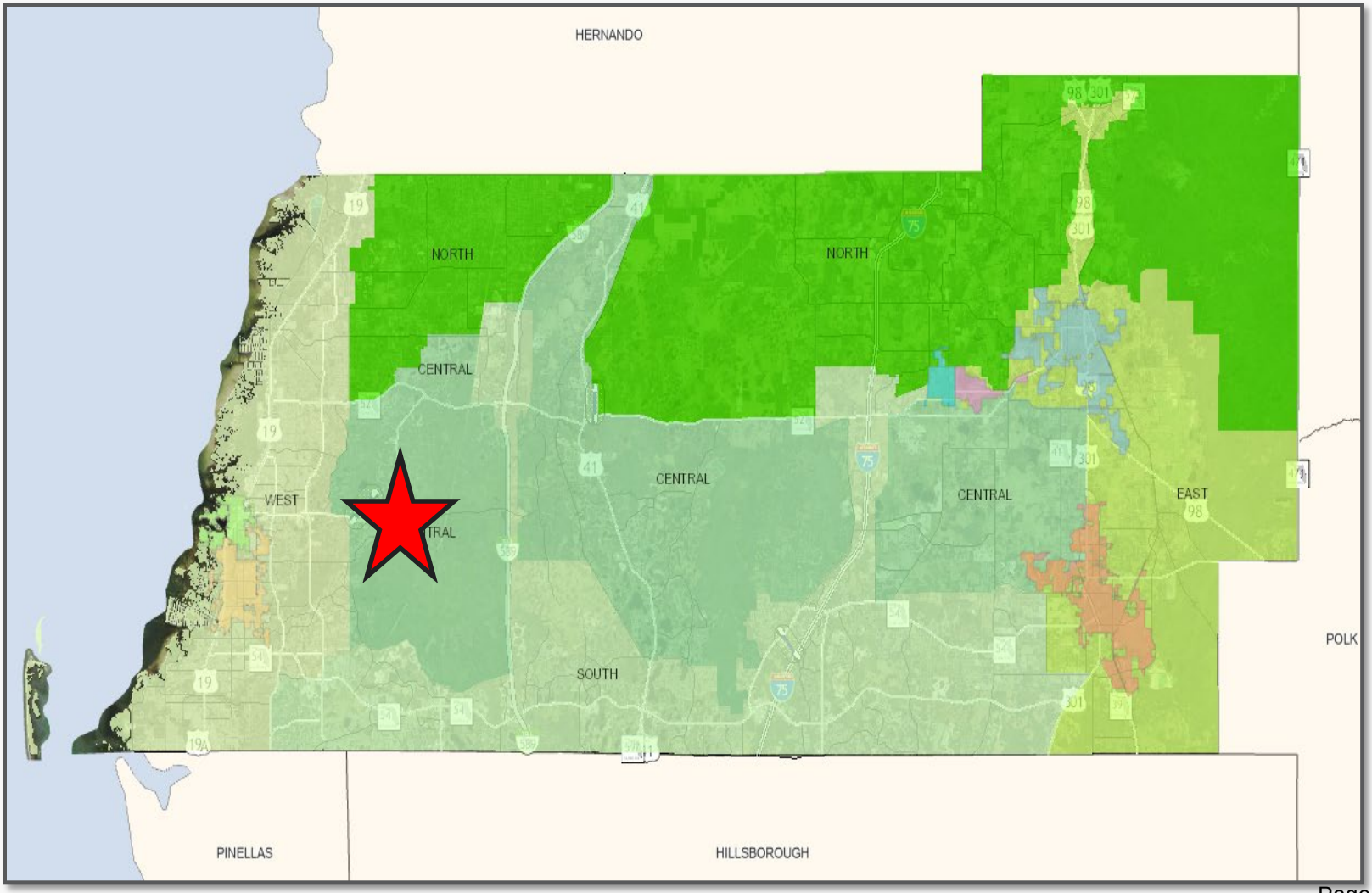
June 19th, 2025

New Port Richey

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

River Ridge MPUD – PDE25-7688

County Map


HERNANDO
NORTH
NORTH
CENTRAL
CENTRAL
CENTRAL
EAST
WEST
SOUTH
POLK
PINELLAS
HILLSBOROUGH

PROJECT OVERVIEW

PROPOSAL: A rezoning request from an MPUD Master Planned Unit Development District to an MPUD Master Planned Unit Development District.

PURPOSE: Allow for the Reinstatement of Entitlements from the River Ridge DRI to the River Ridge MPUD, Increasing Commercial Entitlements on Parcel K3, Increasing Residential Entitlements on Parcel J/L, Decreasing Commercial Entitlements on Parcel I2, Increase the Height Limit on Parcel P2, and Associated Revisions to the Conditions of Approval.

LOCATION: Located in the Central Market Area; the River Ridge MPUD is generally located on the south side of Ridge Road west of the intersection of Ridge Road and Decubellis/Moon Lake Road; and on the north and south sides of Ridge Road east of the intersection of Ridge Road and Decubellis/Moon Lake Road. (Parcel ID Nos.: 29-25-17-0000-00600-0000, 30-25-17-0000-00200-0000, et al.).

Location Map



RZ-7688
MPUD TO MPUD

29-25-17-0000-00600-0000 ET AL

RIVER RIDGE HOMES INC/
RIVER RIDGE MPUD
PMB 90
9119 RIDGE RD
NEW PORT RICHEY, FL 34654

PHYSICAL LOCATION:
EAST OF LITTLE RD, SOUTH OF RIDGE RD

TAZ-190, 191
COMMISSION DISTRICT: 4

SUBJECT PROPERTY

0 2,500 5,000
Feet

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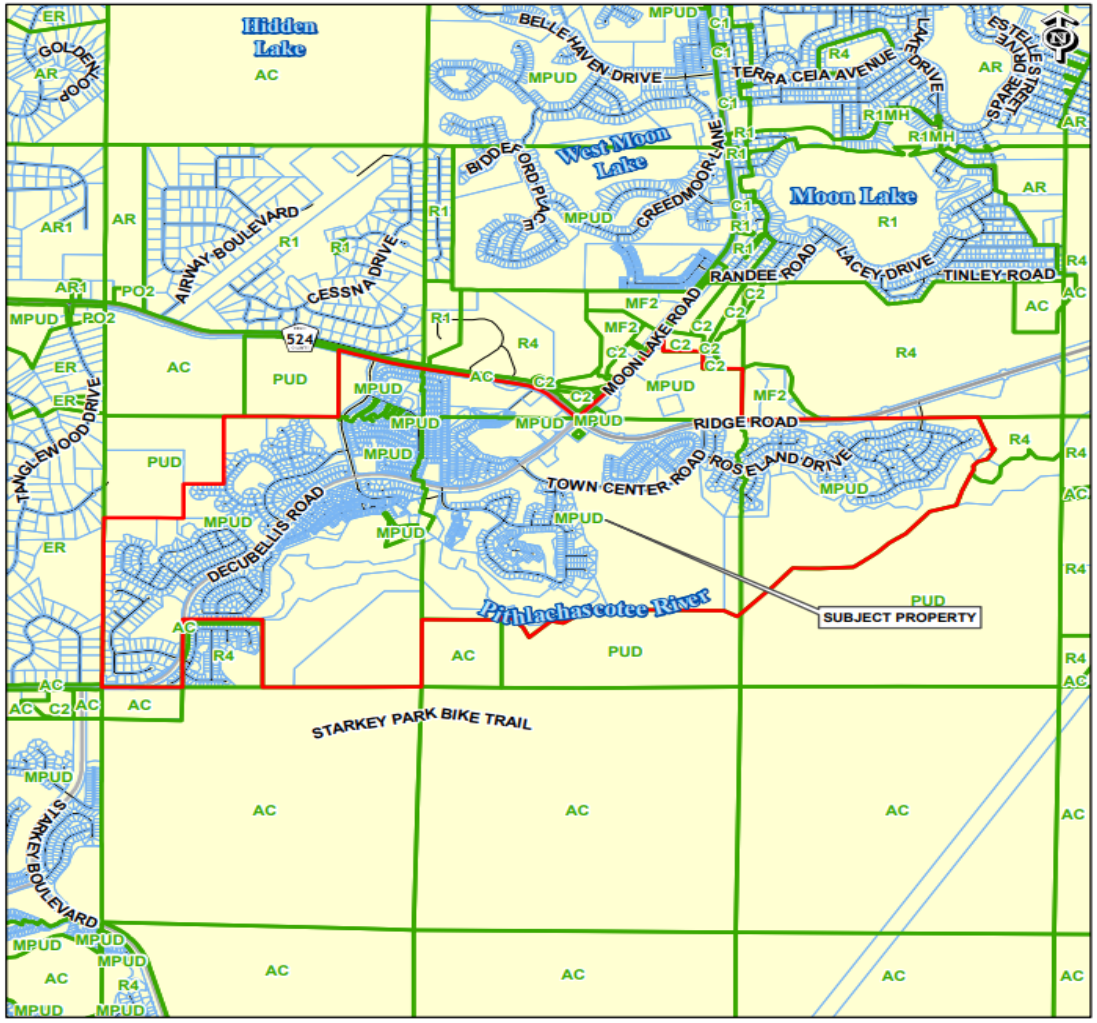
djohnson 1/4/2023



Zoning Map



RZ-7688
MPUD TO MPUD

29-25-17-0000-00600-0000 ET AL

RIVER RIDGE HOMES INC/
RIVER RIDGE MPUD
PMB 90
9119 RIDGE RD
NEW PORT RICHEY, FL 34654

PHYSICAL LOCATION:
EAST OF LITTLE RD, SOUTH OF RIDGE RD

TAZ-190, 191
COMMISSION DISTRICT: 4

SUBJECT PROPERTY
EXISTING ZONING

0 2,500 5,000
Feet

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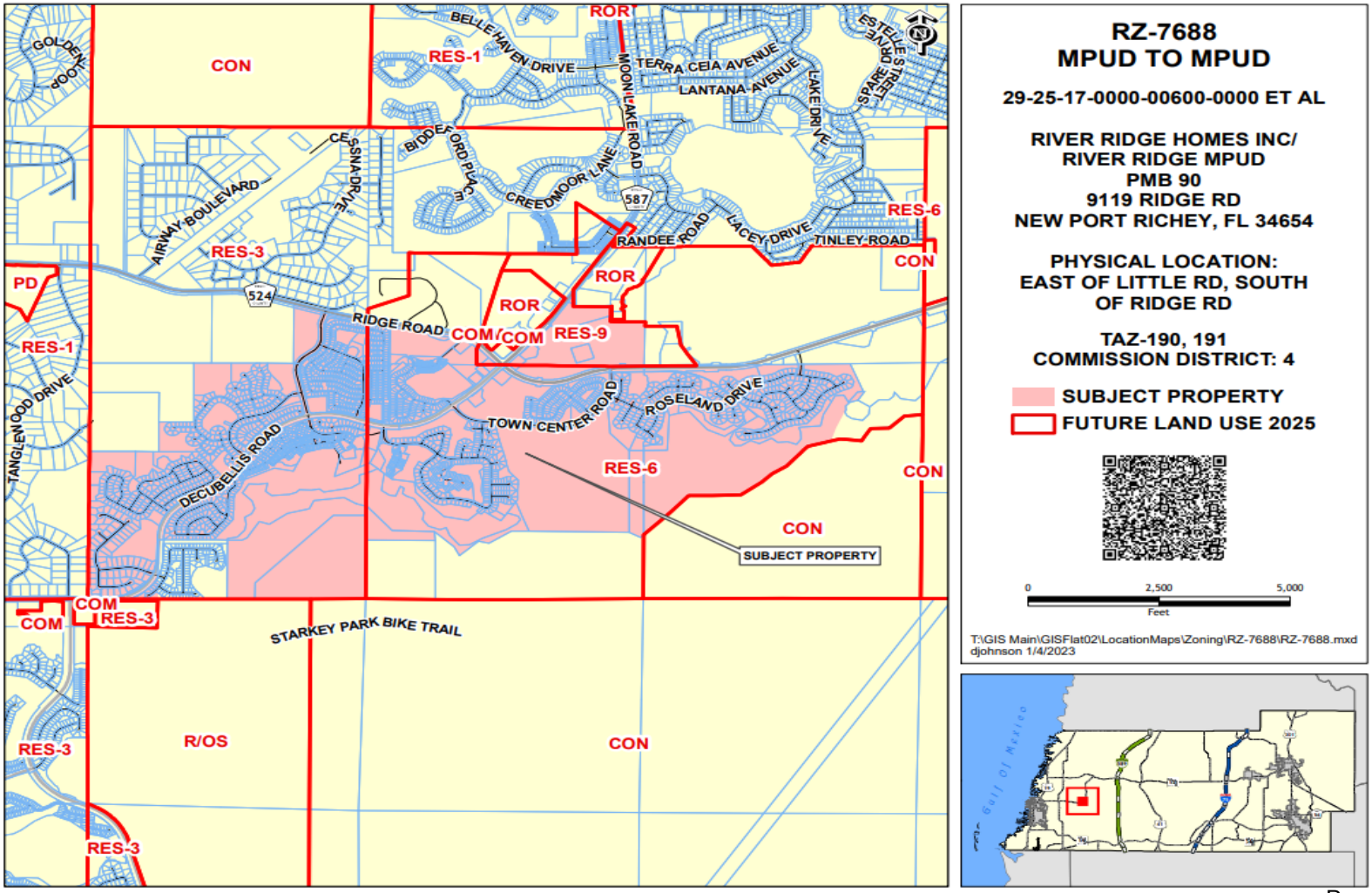
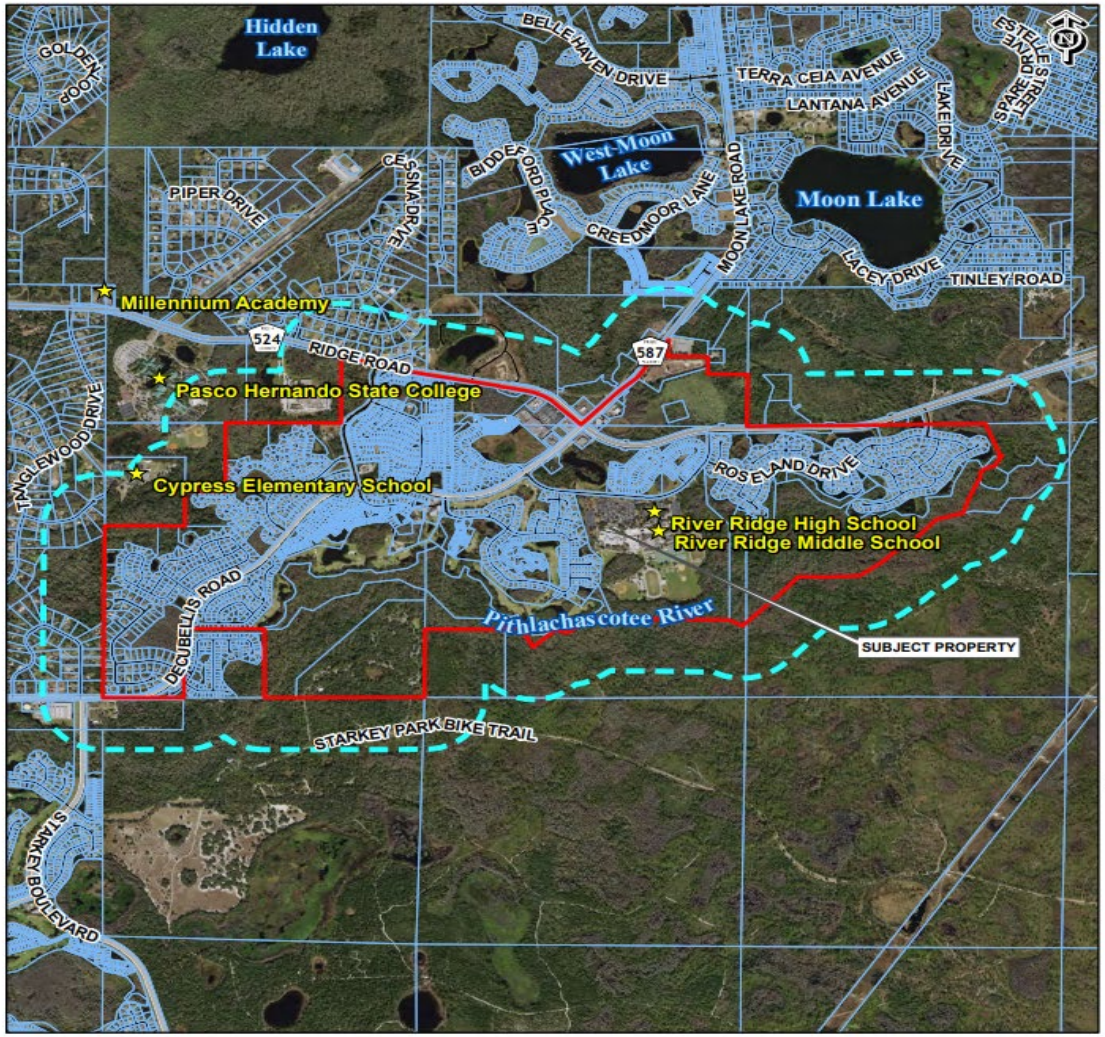
djohnson 1/9/2023



Future Land Use Map



Context Map



RZ-7688
MPUD TO MPUD

29-25-17-0000-00600-0000 ET AL

RIVER RIDGE HOMES INC/
RIVER RIDGE MPUD
PMB 90
9119 RIDGE RD
NEW PORT RICHEY, FL 34654

PHYSICAL LOCATION:
EAST OF LITTLE RD, SOUTH OF RIDGE RD

TAZ-190, 191
COMMISSION DISTRICT: 4

SUBJECT PROPERTY
1,000' BUFFER

0 2,500 5,000
Feet

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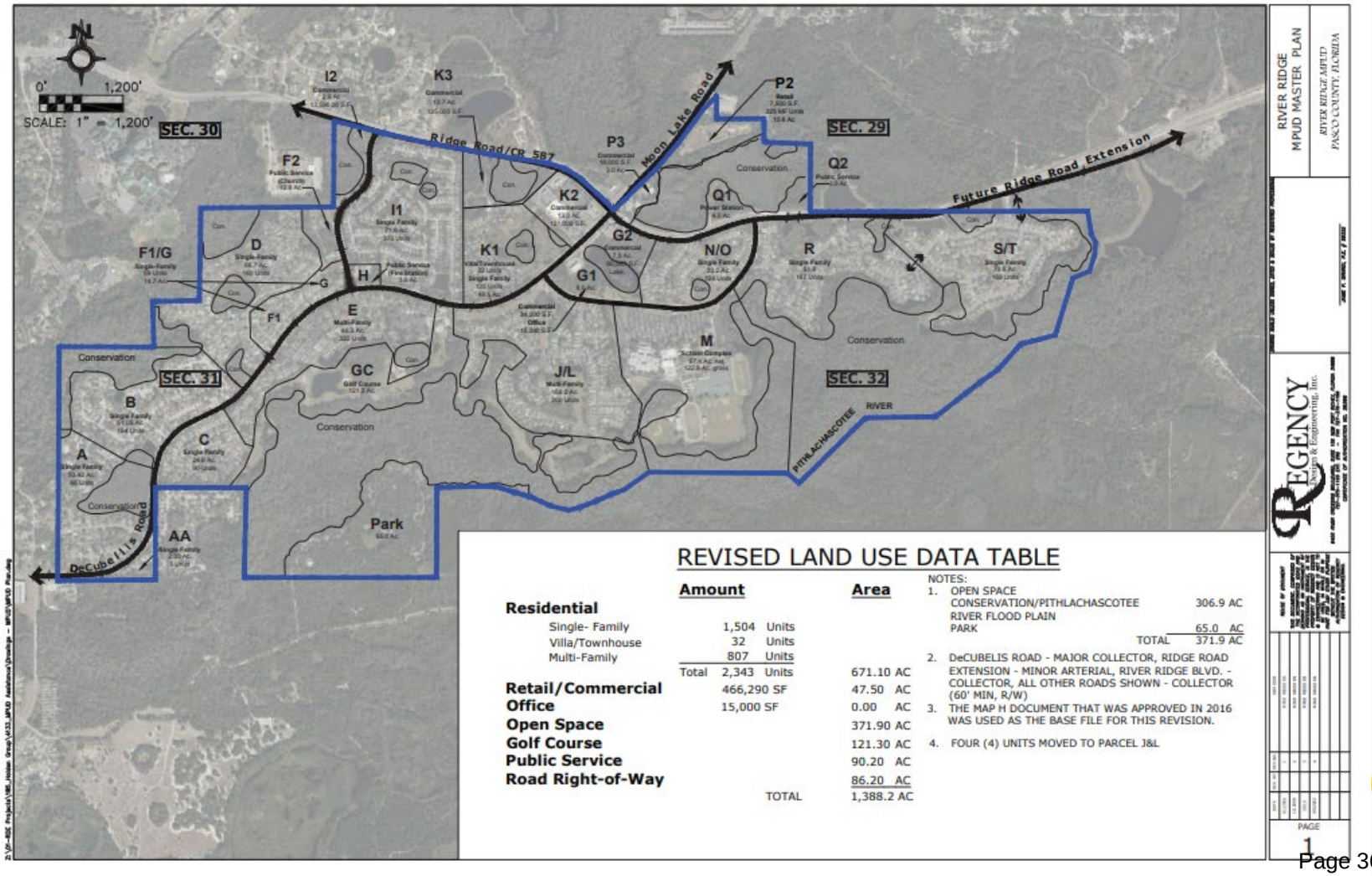
djohnson 1/4/2023



MPUD Master Plan



REVISED LAND USE DATA TABLE

	Amount		Area
Residential			
Single- Family	1,504	Units	
Villa/Townhouse	32	Units	
Multi-Family	807	Units	
Total	2,343	Units	671.10 AC
Retail/Commercial	466,290	SF	47.50 AC
Office	15,000	SF	0.00 AC
Open Space			371.90 AC
Golf Course			121.30 AC
Public Service			90.20 AC
Road Right-of-Way			86.20 AC
		TOTAL	1,388.2 AC

NOTES:
1. OPEN SPACE
   CONSERVATION/PITHLACHASCOTEE RIVER FLOOD PLAIN 306.9 AC
   PARK 65.0 AC
   TOTAL 371.9 AC
2. DeCUBELIS ROAD - MAJOR COLLECTOR, RIDGE ROAD EXTENSION - MINOR ARTERIAL, RIVER RIDGE BLVD. - COLLECTOR, ALL OTHER ROADS SHOWN - COLLECTOR (60' MIN, R/W)
3. THE MAP H DOCUMENT THAT WAS APPROVED IN 2016 WAS USED AS THE BASE FILE FOR THIS REVISION.
4. FOUR (4) UNITS MOVED TO PARCEL J&L

Staff Analysis – Variation Request

- **LDC Sec. 805.6,** *Restrictions on Post-Development Wetlands and Upland Buffers Within Residential Lots and Nonresidential Parcels,* from **LDC Section 805,** *Wetlands,* and any other applicable section of the LDC.

  - The applicant requests a variation from LDC section 805, *Wetlands,* specifically 805.6, *Restrictions on Post-development Wetlands and Upland Buffers within Residential Lots and Nonresidential Parcels,* to ensure the property owners of non-residential parcels under single ownership are responsible for all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, or other special-purpose areas without dedication to an association or CDD.

    PDE is amenable to the request as it accomplishes the intent of LDC section 805.6.

Recommendation

Recommend approval of the rezoning request to the Board of County Commissioners (BCC).


PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Planning Commission	Charles Grey, Chairman Jaime Girardi, P.E., Vice Chairman Christopher B. Poole, CPG Jon Moody, P.E. Matthew Munz, P.E. Derek Pontlitz, CRPC
School Board Representative	Chris Williams
Legal Counsel	David Goldstein, Chief Assistant County Attorney
Staff	David Allen, Assistant County Administrator, Development Services David Engel, MCRP, AICP, Director Planning, Development and Economic Growth Nectarios Pittos, AICP, Director Planning Services Patricia Crist Yingling, Planning Commission Agenda Coordinator Nick Uhren, P.E., County Engineer

Pasco County
Planning Commission Agenda
Thursday, June 19, 2025
1:30 PM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center
Board Room, 1st Floor
8731 Citizens Drive
New Port Richey, FL 34654

This meeting will be broadcast live on Pasco TV, YouTube Live, Frontier Channel 42 and Spectrum Channel 643 (only for residents living in Pasco County).

All electronic devices must be turned off while in the Board Room.

The Planning Commission has final decision-making authority for Special Exceptions. Any person desiring to appeal a special exception to the Board of County Commissioners will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. All other decisions by the Planning commission are in the form of a recommendation to the Board of County Commissioners and are therefore not appealable. Appeals of special exceptions are limited to the testimony and evidence in the record, which means that new testimony and evidence outside the record cannot be considered during the appeal proceeding.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call711.

Call To Order

Moment of Silence

Pledge of Allegiance

Roll Call

Swearing In

Proof of Publication

Public Comment

Citizens are given an opportunity to comment on items listed on the agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items during Public Comment.

Consent

Public Hearings

PC1 Zoning Amendment (Continuance) – Enclave at Livingston MPUD – Academy at the Lakes Inc. – Rezoning Request from an A-R Agricultural-Residential Zoning District to MPUD Master Planned Unit Development District to Allow for the Development of 178 Townhome Dwelling Units and Associated Infrastructure on Approximately 46.3 Acres Located in South-Central Pasco

File Number PDE25-7781
Comm. Dist. 2
Recommendation Continuance Requested

PC2 Comprehensive Plan Amendment (Continuance) - CPAS24(23) Law Property – Providing for a Small-Scale Comprehensive Plan Amendment to the Future Land Use Map (2-15 and Sheet 20) Changing from RES-6 (Residential-6 du/ga) to COM (Commercial) on Approximately 4.67 Acres of Real Property Located at the Southeast Corner of the Intersection of Lake Patience Road and Perdew Drive.

File Number PDE25-0093
Comm. Dist. 4
Recommendation Continuance Requested

PC3 Comprehensive Plan Amendment (Consent) - CPAS23(18) Pasco Mine - Providing for a Small-Scale Comprehensive Plan Amendment to the Future Land Use Map (Map 2-15 and Sheet 04) Changing from RES-1 (Residential-1 Du/Ga) to PD (Planned Development) on Approximately 19.41 Acres of Real Property Located at the South Side of County Line Road; a Text Amendment Creating Subarea Policy FLU 7.1.74 – Pasco Mine PD; and a Map Amendment to the Future Land Use Map 2-9 Adding Subarea Map 2-9(74) Pasco Mine PD

File Number PDE25-0165
Comm. Dist. 5
Recommendation Approve

PC4 Zoning Amendment (Consent) – Pasco Mine MPUD Master Planned Unit Development – K&M Pasco 130 Holdings, LLC– A Rezoning Petition from an A-C Agricultural District to an MPUD Master Planned Unit Development to allow for the maximum development of 30,000 Square Feet of Commercial/Retail, 150,000 Square Feet of Light Industrial, and 7 Acres for a Concrete Batch Plant and associated infrastructure, on Approximately 19.41 Acres, Located on the South side of County Line Road North and 1.25 miles West of Suncoast Parkway

File Number PDE25-7749
Comm. Dist. 5
Recommendation Approval with Conditions

PC5 Comprehensive Plan Amendment (Consent) – CPAS24 (22) River Ridge PD – Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 11) From Res-3 (Residential-3 Du/Ga) To PD (Planned Development) On Approximately 10.42 Acres Of Real Property Located On The South Side Of Ridge Road Approximately 1,185 Feet West Of The Intersection Of Ridge Road And Moon Lake Road; And Res-6 (Residential-6 Du/Da) To PD (Planned Development) On Approximately 13.03 Acres Of Real Property Located On The South Side Of Ridge Road Approximately 1,187 Feet West Of The Intersection Of Ridge Road And Moon Lake Road; And Res-9 (Residential-9 Du/Ga) To PD (Planned Development) On Approximately 9.86 Acres Of Real Property Located On The East Side Of Moon Lake Road Approximately 1,455 North Of The Intersection Of Ridge Road And Moon Lake Road; And A Text Amendment Creating Subarea Policy Flu 7.1.84 – River Ridge PD; And A Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9 (84) River Ridge PD.

File Number PDE25-0148
Comm. Dist. 4
Recommendation Approve

PC6 Substantial Modification (Consent) – River Ridge MPUD Master Planned Unit Development – River Ridge Homes, Inc. – Rezoning Request from MPUD Master Planned Unit Development to MPUD Master Planned Unit Development District to Allow for the Reinstatement of Entitlements from the River Ridge DRI to the River Ridge MPUD, Increasing Commercial Entitlements on Parcel K3, Increasing Residential Entitlements on Parcel J/L, Decreasing Commercial Entitlements on Parcel I2, Increase the Height Limit on Parcel P2, and Associated Revisions to the Conditions of Approval on Approximately 1,388.2 Acres, Located in West Central Pasco County

File Number PDE25-7688
Comm. Dist. 4
Recommendation Approval with Conditions

Miscellaneous Business

7 Pasco 2050 Comprehensive Plan Update Workshop

File Number PDE25-0287
Comm. Dist. All
Recommendation No Action Required
Presentation Only

Walk-Ons

Adjourn

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PLANNING COMMISSION AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** PDE25-7781 **DATE:** 6/19/2025

SUBJECT: Zoning Amendment (Continuance) – Enclave at Livingston MPUD – Academy at the Lakes Inc. – Rezoning Request from an A-R Agricultural-Residential Zoning District to MPUD Master Planned Unit Development District to Allow for the Development of 178 Townhome Dwelling Units and Associated Infrastructure on Approximately 46.3 Acres Located in South-Central Pasco

REFERENCES: All Planning Commission (PC) and Board of County Commissioners (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC at 03/20/25 in NPR, continued; PC at 4/17/25 in NPR continued; PC at 5/15/2025 continued; PC at NPR 6/19/2025

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:

Recommend a continuance to the 7/24/2025 Planning Commission meeting at 1:30 p.m. in New Port Richey.

BACKGROUND:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment – MPUD Master Planned Unit Development; Section 522 – MPUD Zoning District.

Proposed is a rezoning request from an A-R Agricultural-Residential Zoning District to an MPUD Master Planned Unit Development District to allow the development of 178 Front and Rear-Loaded Townhome Units and associated infrastructure on approximately 46.30 acres.

This agenda memo was prepared by: William Vermillion, AICP-C, CNU-A, Senior Planner

SITE DETAILS

The project is located in the South Market Area, west and east of 20 Mile Level Road, 0.10 Miles north of Livingston Road, 0.20 Miles north of State Road 54, and 0.25 Miles east of Collier Parkway. (Parcel ID No.: 29-26-19-0000-01000-0040).

Commission District:	The Honorable Seth Weightman
Project Name:	Enclave at Livingston MPUD
Applicants' Name(s) :	Academy at the Lakes Inc.
Current Zoning District:	A-R (Agricultural-Residential)
Proposed Zoning District:	MPUD Master Planned Unit Development
Future Land Use (FLU) Classification:	RES-6 (Residential 6 - du/ga)
Water/Sewage:	Pasco/Pasco
Flood Zone:	A, AE, and X
Requested Entitlements:	178 Front and Rear-Loaded Townhome Units

Roads/Access:	20 Mile Level Road (Public) Livingston Avenue (Public)

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

ATTACHMENT(S):
1. PDE25-7781: Public Notice

25604

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-022 was published in said newspaper by print in the issues of 03/05/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **03/05/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARINGS ON
REZONINGS AND SPECIAL EXCEPTIONS
FOR PROPERTIES LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, March 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, April 22, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.,** to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Karli Properties LLC (RZ-7722) petition for a rezoning from a MF-1 Multiple-Family Medium Density District to a C-3 Commercial/Light Manufacturing District for a parcel located on the south side of New York Avenue, approximately 680 feet east of Utica Drive (aka 26-24-16-0060-00300-0050).

2. Rubrecht Ronald C & Patsy M Living Trust/Bexley New Land (#CU25-08) petition for a conditional use for a 180-foot close-mount monopole communications facility in a 30x80 compound in a A-C Agricultural District for a parcel located on the west side of Joy Drive, approximately 650 feet north of Dogpatch Lane (aka 15-26-18-0000-00700-0000).

3. The Academy at the Lakes Inc/Enclave at Livingston MPUD (RZ-7781) petition for a rezoning from a A-R Agricultural-Residential District to a MPUD Master Planned Unit Development District for a parcel located west of 20 Mile Level Road, approximately 1,180 feet north of State Road 54 (aka 29-26-19-0000-01000-0040).

4. Hlavac Family Trust, Paul & Janie Hlavac/Suncoast Village MPUD (RZ-7820) petition for a rezoning from a A-C Agricultural District to a MPUD Master Planned Unit Development District for a parcel located on the south side of County Line Road, approximately three-quarter mile west of the Suncoast Parkway (aka 04-24-18-0000-01400-0000 et al).

5. Mary Eleanor Taube/Sun City County Line Road North MPUD (RZ-7849) petition for a rezoning from a A-C Agricultural District to a MPUD Master Planned Unit Development District for a parcel located on the south side of County Line Road, approximately one and one-half miles west of the Suncoast Parkway (aka 04-24-18-0000-00500-0000).

6. X05 Farm LLC et al/Elite SR 52 MPUD (RZ-7811) petition for a rezoning from a A-R Agricultural-Residential District and a A-C Agricultural District to a MPUD Master Planned Unit Development District for a parcel located on the north side of State Road 52, approximately one-half mile east of US 41 (aka 10-25-18-0000-00300-0021).

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, March 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider an application for a special exception pursuant to the provisions of the Pasco County Land Development Code, Chapter 300. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following applications:

7. Irina Whitmire/Dog Kennel Special Exemption (#SE-7822) petition for a special exception for a kennel in a A-R Agricultural-Residential District for a parcel located approximately 130 feet north of Tulane Street and approximately 340 feet east of Cordel Street (aka 10-25-17-0010-00000-0240).

8. FLEX-CP LLC/Odessa Town Centre SE (#SE-7862) petition for a special exception for a sports training facility in a A-R Agricultural-Residential District for a parcel located on the northwest corner of Old Gunn Highway and Interlaken Road (aka 27-26-17-0020-00800-0000).

9. MEARES FOUR LLC/Meares Special Exception (#SE-7862) petition for a special exception for a boat and RV storage in a C-3 Commercial/Light Manufacturing District for a parcel located on the southeast corner of the intersection of Suncoast Parkway and Shady Hills Road (aka 30-24-18-0000-00100-0017 portion of).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-022

March 5, 2025 25064

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PLANNING COMMISSION AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** PDE25-0093 **DATE:** 6/19/2025

SUBJECT: Comprehensive Plan Amendment (Continuance) - CPAS24(23) Law Property – Providing for a Small-Scale Comprehensive Plan Amendment to the Future Land Use Map (2-15 and Sheet 20) Changing from RES-6 (Residential-6 du/ga) to COM (Commercial) on Approximately 4.67 Acres of Real Property Located at the Southeast Corner of the Intersection of Lake Patience Road and Perdew Drive.

REFERENCES: All Local Planning Agency (LPA) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): LPA at NPR at 6/19/25 – BCC at NPR 8/19/25

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:

Request a continuance to the 7/24/25 Local Planning Agency (LPA) meeting at 1:30 p.m. in New Port Richey.

BACKGROUND:

PROJECT OVERVIEW

The petitioner is requesting a Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation from RES-6 (Residential 6 - Du/Ga) to COM (Commercial) on approximately 4.67 acres to allow for Recreational Vehicle (RV) and Boat Storage. The proposed use of an RV and Boat Storage will be subject to comply with Land Development Code (LDC) standards set forth in LDC Section 1105.5 General Design Standards.

The applicant has agreed to a Voluntary Deed Restriction on the subject site to ensure the intended use of the property is for commercial uses, and not to include residential uses.

This agenda memo was prepared by: Rama Hiba, Planner I

GENERAL INFORMATION	
Agent Of Record (AOR)	Clarke G. Hobby
Applicant	Law Curtis L Jr & Law Durant Shellie
Project Address	3746 Perdew Drive Land O Lakes, Fl 34638

SITE DETAILS						
Parcel ID	Acres	Existing Future Land Uses(s)	Existing Zoning	Proposed Future Land Use(s)	Existing Uses(s)	Proposed Uses(s)

24 26 18 0000 03000 0030	4.67	RES-6 (Residential 6 – Du/Ga)	A-R Agricultural Residential District	COM (Commercial)	Vacant	R.V and Boat Storage

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required for this action. Pursuant to Section 125.66(3)(c)7.b., Florida Statutes the proposed amendment is exempt from the requirement to complete a Business Impact Estimate (BIE).

ATTACHMENT(S):

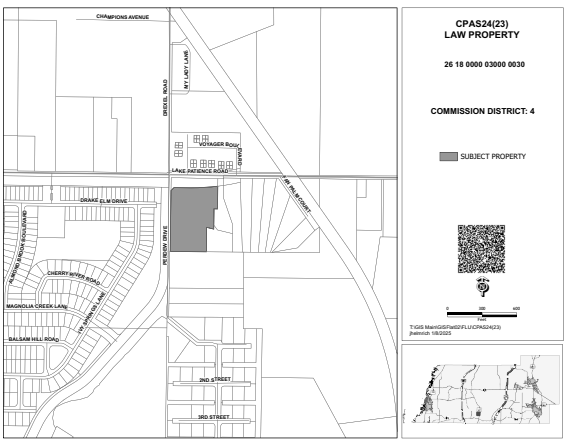
1. PDE25-0093 Public Notice

cc: DA/DE/NP/RH/PDE25-0093 Law Property LPA

NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 20) FROM RES-6 (RESIDENTIAL-6 DU/GA) TO COM (COMMERCIAL) ON APPROXIMATELY 4.67 ACRES LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LAKE PATIENCE ROAD AND PERDEW DRIVE; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.



On **Thursday, June 19, 2025, at 1:30 p.m.**, the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing at the **West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida** to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On **Tuesday, August 19, 2025, at 1:30 p.m.**, the Pasco County Board of County Commissioners will hold an adoption public hearing at the **West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.**

[CPAS24(23) Law Property]

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

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PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-040

6/04/2025 DB

39607-1

LOCAL PLANNING AGENCY
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** PDE25-0165 **DATE:** 6/19/2025

SUBJECT: Comprehensive Plan Amendment (Consent) - CPAS23(18) Pasco Mine - Providing for a Small-Scale Comprehensive Plan Amendment to the Future Land Use Map (Map 2-15 and Sheet 05) Changing from RES-1 (Residential-1 Du/Ga) to PD (Planned Development) on Approximately 19.41 Acres of Real Property Located at the South Side of County Line Road; a Text Amendment Creating Subarea Policy FLU 7.1.74 – Pasco Mine PD; and a Map Amendment to the Future Land Use Map 2-9 Adding Subarea Map 2-9(74) Pasco Mine PD

REFERENCES: All Local Planning Agency (LPA) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): LPA at NPR 6/19/25 – BCC at DC 7/15/25

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED AGENCY ACTION:

Recommend the Local Planning Agency (LPA) find the proposed amendment consistent with the Comprehensive Plan.

BACKGROUND:

PROJECT OVERVIEW

The petitioner is requesting a small-scale comprehensive plan map amendment to change the Future Land Use (FLU) designation from RES-1 (Residential-1 du/ga) to PD (Planned Development) to allow for a mixture of 150,000 square feet (sf) of light industrial, 30,000 sf of commercial/office, and a stand-alone concrete batch plant on approximately 19.41 acres. The maximum lot coverage for all the proposed development shall be 75%; and the concrete batch plant shall be set back from the residential uses along the western boundary a minimum of 300 feet. However, the light industrial uses may be located within the 300-foot setback. There is no obligation for the light industrial or commercial/office uses to be constructed prior to the concrete batch plant. Additional sensitive site design may be required and shall be set forth within the associated MPUD Master Planned Unit Development.

The accompanying PD concept plan illustrates the proposed division of uses. However, an updated PD concept plan will be provided before the Board of County Commissioners meeting to illustrate the dimensional setbacks as defined in the Subarea Policy and articulated in the companion MPUD.

This agenda memo was prepared by Edward V. Zotian, Planner II

GENERAL INFORMATION	
Applicant / Agent	Clarke G. Hobby, Esq., Agent
Applicant	K&M Pasco 130 Holdings, Llc & Olusanya A. & Regina L.M. Oyekoya
Project Address	18650 & 18744 County Line Road, Spring Hill

SITE DETAILS						
Parcel ID	Acres	Existing Future Land Uses(s)	Existing Zoning	Proposed Future Land Use(s)	Existing Uses(s)	Proposed Uses(s)
04 24 18 0000 00200 0010	9.75	RES-1 (Residential-1 Du/Ga)	A-C Agricultural District	PD	Vacant	Light Industrial/Commercial Uses
04 24 18 0000 00600 0000 (Portion of)	9.75	RES-1 (Residential-1 Du/Ga)	A-C Agricultural District	PD	Vacant	Light Industrial/Commercial Uses; Concrete Batch Plant

SURROUNDING ZONING AND LAND USES			
	Zoning District	Future Land Use (FLU)	Existing Use
North	Hernando County	Hernando County	Hernando County; County Line Road
South	A-C Agricultural District	RES-1 (Residential 1du/ga)	Mining
East	C-1 Neighborhood Commercial District	COM (Commercial)	Veterinary Clinic
West	A-R Agricultural-Residential District & A-C Agricultural District	RES-1 (Residential 1du/ga)	Single-Family Residential

See Appendix for zoning and FLU terms at the end of this report.

LPA/BCC ACTIONS

Not Applicable.

FINDINGS OF FACT

The Administrative Element of the Comprehensive Plan provides a framework by which proposed Amendments shall be evaluated. The following are the Planning, Development, and Economic Growth Department's findings of fact per each evaluation criterion.

1. **Consistency of Proposed Change with the Goals, Objectives, and Policies.** The Planning, Development and Economic Growth Department (PDE) determined the proposed CPA to be consistent with the Comprehensive Plan; as outlined in the Comprehensive Plan Consistency Analysis below.

2. **Additional Amendments Recommended.** There is an accompanying rezoning petition in the name of Rezoning Petition No. RZ-7749 requesting a change in zoning from A-C Agricultural District to MPUD Master Planned Unit Development District.
3. **Analysis of the Capital Costs, Service Requirements, and Benefits.** Pasco County shall collect and utilize impact fees pursuant to Chapter 1300 of the Land Development Code (LDC) and Chapter 11 of the Comprehensive Plan including but not limited to mobility, fire, water, and sewer. Any increased capital costs and services resulting from the proposed amendment will be addressed through the payment of impact fees, increased ad valorem taxes, special assessments, or other revenue sources designed to recapture the costs of providing public facilities and services to new growth.
4. **Live Local Provision**. The applicant has agreed to MPUD Conditions of Approval (COA) on the subject site to ensure the intended use of the property is for commercial/industrial uses, and not to include residential uses.

COMPREHENSIVE PLAN CONSISTENCY ANALYSIS

The following is a discussion of the Comprehensive Plan Policies that support the recommendation to approve the proposed amendment.

PD (PLANNED DEVELOPMENT)

This proposed Comprehensive Plan Amendment is seeking a FLU Map change from RES-1 to PD and creating Subarea Policy FLU 7.1.74, Pasco Mine, to develop a mixed-use project within the North Market Area. The applicant is proposing an amendment to PD FLU to enable the expansion of the existing operations of Pasco Mine which abuts the subject property and shall include 150,000 square feet of light industrial uses, 30,000 square feet of commercial/office uses, and a stand-alone concrete batch plant which will be screened/buffered by the light industrial uses to the west of the batch plant.

The intent of this PD is to enable the expansion of the Pasco Mine operations while protecting the abutting residential land uses through sensitive site design as set forth in the companion MPUD Master Planned Unit Development District rezoning. The proposed COA's for the companion MPUD require a type C buffer (20 feet) on the western property line adjoining the residential properties. However, the concrete batch plant use itself must be setback 300 feet from the western property line. There is no obligation for the light industrial or commercial/office uses to be constructed prior to the concrete batch plant. The proposed amendment is consistent with the intent of PD FLU by encouraging a mix-use nonresidential development. The proposed development will provide employment-generating land uses within the subject site.

POLICY FLU 8.1.5: NORTH MARKET AREA ESTABLISHMENT

North Market Area Vision

a. The North Market Area, as established on Map 2-21, is envisioned as a predominantly rural area with activity centers, employment nodes, and village centers at strategic locations. Development should be concentrated in clusters or nodes with a balance of mutually supportive uses.

The proposed amendment aligns with the vision of the North Market Area (NMA) as the development provides for employment generating opportunities centralized along a County arterial roadway within one (1) mile of residential developments. The commercial uses are compatible with the recently approved residential and mixed-use developments in the area as they prioritize commercial uses along the frontage of County Line Road. The current and future residents of the adjacent developments will have a variety of commercial services available with convenient access. This will

provide for a balance of mutually supportive uses within a one (1) mile radius, supporting the intent of the NMA.

POLICY FLU 1.8.7: ECONOMIC DEVELOPMENT

Pasco County shall encourage development which will contribute more to the County in revenue than it will consume in services, provided that such development can be accomplished within the spirit of this Comprehensive Plan. Location within the West and South Market Areas is encouraged.

The proposed amendment aligns with the intent of Policy FLU 1.8.7 by allowing the development of a mixture of non-residential and employment generating uses, including commercial and light industrial uses, with a concrete batch plant located along County Line Road, a two (2)-lane FDOT arterial roadway. The commercial and light industrial uses are intended to be located along the frontage of County Line Road, allowing for increased visibility, access, and economic output. As the existing RES-1 FLU doesn't provide opportunities for employment generation, the proposed amendment to PD would enable a mixture of nonresidential uses which will contribute more to the County in revenue than it will consume in cost through increased property values, increased tax revenue, and diversified job opportunities.

POLICY FLU 1.8.10: PRESERVATION OF CAPACITY FOR EMPLOYMENT- GENERATING USES

The County shall, through the development review process, ensure that adequate land and transportation capacity is available for present and future high-paying, employment-generating land uses, such as office, industrial, and employment center uses.

The proposed amendment aligns with the intent of Policy FLU 1.8.10 by increasing and enabling employment generating opportunities with 150,000 square feet of new light industrial uses, 30,000 square feet of new commercial uses, and a concrete batch plant located along County Line Road. County Line Road has the capacity to handle the level of development set forth in the proposed PD. The expansion of County Line Road is currently being designed; however, the construction phase has not yet been funded.

POLICY FLU 1.4.7: LIMITS ON INDUSTRIAL USES ADJACENT TO RESIDENTIAL AREAS

Pasco County shall ensure that future Comprehensive Plan amendments to industrial uses adjacent to residential land use categories and/or residentially zoned properties shall be light industrial uses only to protect residences from the adverse impacts of smoke, fumes, vibrations, light, glare, odors, and noise. Access, which is limited only to local residential roadways shall be considered unacceptable for heavy industrial uses, notwithstanding applicable access management requirements.

The proposed amendment is supported by Policy FLU 1.4.7 as the Subarea Policy enables the light industrial and commercial uses to be placed within the 300-foot setback adjacent to the residential uses on the western boundary to comply with this provision. The concrete batch plant will be located on the eastern edge of the subject property (furthest point from the Residential homes, approximately 300 feet from them), which abuts an existing COM (Commercial) FLU. This arrangement will mitigate the noise and potential dust that may emanate from the batch plant.

POLICY FLU 1.10.4.b.: INDUSTRIAL COMPATIBILITY AND PERFORMANCE MEASURES

Discourage the adjacency of any IH (Industrial - Heavy) classification on the Future Land Use Map to any residential classification and environmentally sensitive lands.

This Policy FLU provides standards to protect residential uses and environmental sensitive lands from heavy industrial uses. The proposed batch plant is located 300 feet to the east of the existing

residential uses complying with this provision. The setback acts as an additional buffer to the existing residential uses; the light industrial/commercial buildings are placed within the 300-foot buffer (between the existing residential uses and the plant) to provide additional separation and screening from the proposed concrete batch plant.

PLANNING DISCUSSION

The following is a discussion of site-specific details related to the project.

1. Site Characteristics. The proposed project is located within the North Market Area and the site is currently within the Hernando Sandhills Ecological Planning Unit (EPU). There is approximately 8 acres of Category 2 wetland on the site. The site currently has FEMA Flood Zone X.
2. Right-of-Way (ROW). Access to the subject site is located on County Line Road, a 2-lane, FDOT-maintained arterial roadway. Currently, CR-578/County Line Road is priority number 11 in the List of Project Priorities (LOPP) for 2024 from East Road to the Suncoast Parkway to add lanes and reconstruct the ROW. Table 7-2 Corridor Preservation Table (County Roadways) shows the eventual build-out of County Line Road as a 4-lane 160-foot wide ROW.
3. Trails. There is a Conceptual Trail along County Line Road. In 2017, a Greenways, Trails, and Blueways Map (Map 5-1) was adopted into the Comprehensive Plan (REC 1.6.2), designating this segment of County Line Road as a conceptual trail corridor. FDOT is currently re-designing the County Line Road widening project. The multi-use paths will be designed and constructed together with the roadway.

PRELIMINARY FEASIBILITY ANALYSIS

A preliminary feasibility analysis was conducted by the PDE. The original distribution was performed on September 13, 2023, and the following initial assessments are derived from the various County departments and other agencies. However, this item was redistributed on March 20, 2025, and any revisions are noted below:

1. Transportation Needs Assessment (TNA). On 3/20/25 and on 6/12/25, the material was circulated and, based on the Transportation Needs Assessment (TNA) provided by the project's PE to the PDE Transportation Planner, it is concluded that per the Transportation Needs Assessment (TNA) report provided by the project's PE, County Line Road will operate within the adopted Level of Service with the background traffic and with the addition of the net increase in the project traffic based on the 2050 Cost Affordable Plan.
2. Pasco County Utilities (PCU). On 4/23/2025, the material was circulated and, after further review, the Utilities Department concluded that Pasco County Utilities are not currently available for this site. The nearest sewer connection is approximately six (6) miles from the site and the water is approximately two (2) miles west of the site. The Comprehensive Plan (CH10 Matrix 10-1A) does not require a connection by virtue of the distance; however, the intensity of the uses would be limited to the capacity of the well and septic system that FDEP and the Health Department would approve. It is anticipated that a residential development (Northridge) to the west of this site will be constructing the utilities to its site. The utilities will, therefore, be available to the subject site and the project will be required to connect to the Pasco County Utilities once the utilities are available.
3. Pasco Sheriff's Office (PSO). On 3/25/25 the material was circulated and on 5/2/2025, after further review, they responded, "No comments".
4. Fire. On 3/25/25, the material was circulated and after further review they responded, "No Comments".

5. School District. This development will not be subject to school impact fees and a school concurrency review.
6. Office of Economic Growth (OEG). On 3/25/25, the material was circulated, and a response was not recorded during the review.

CASE HISTORY		
	Date	**Vote: Approve / Deny**
Local Planning Agency (LPA)	6/19/2025	Pending
Board of County Commissioners – Adoption	7/15/2025	Pending

APPENDIX	
FUTURE LAND USE	
Term	**Reference**
IH (INDUSTRIAL- HEAVY)	Chapter Two--Future Land Use Element Section FLU A-6
RES-1 (RESIDENTIAL 1DU/GA)	
COM (COMMERCIAL)	
PD (PLANNED DEVELOPMENT)	
ZONING	
Term	**Reference**
C-1 NEIGHBOORHOOD COMMERCIAL DISTRICT	Section 503, Land Development Code
A-R AGRICULTURAL-RESIDENTIAL DISTRICT	Section 525, Land Development Code
A-C AGRICULTURAL DISTRICT	Section 505, Land Development Code

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action. Pursuant to Section 125.66(3)(c)7.b. Florida Statutes the proposed amendment is exempt from the requirement to complete a Business Impact Statement (BIE).

ATTACHMENT(S):
1. PDE25-0165 Maps
2. PDE25-0165 Proposed Ordinance
3. PDE25-0165 FLU Designation
4. PDE25-0165 Pasco Mine PD Concept Plan
5. PDE25-0165 TNA
6. PDE25-037 Proof Of Publication
7. PDE25-0165 Affidavit of Public Notice



CPAS23(18)
PASCO MINE

04-24-18-0000-00600-0000
04-24-18-0000-00200-0010

PHYSICAL ADDRESS:
18648 COUNTY LINE ROAD
18652 COUNTY LINE ROAD

SUBJECT PROPERTY

COMMISSION DISTRICT: 5

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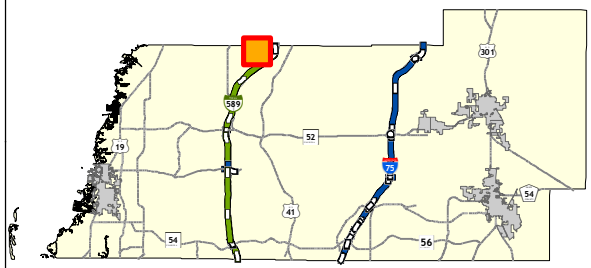

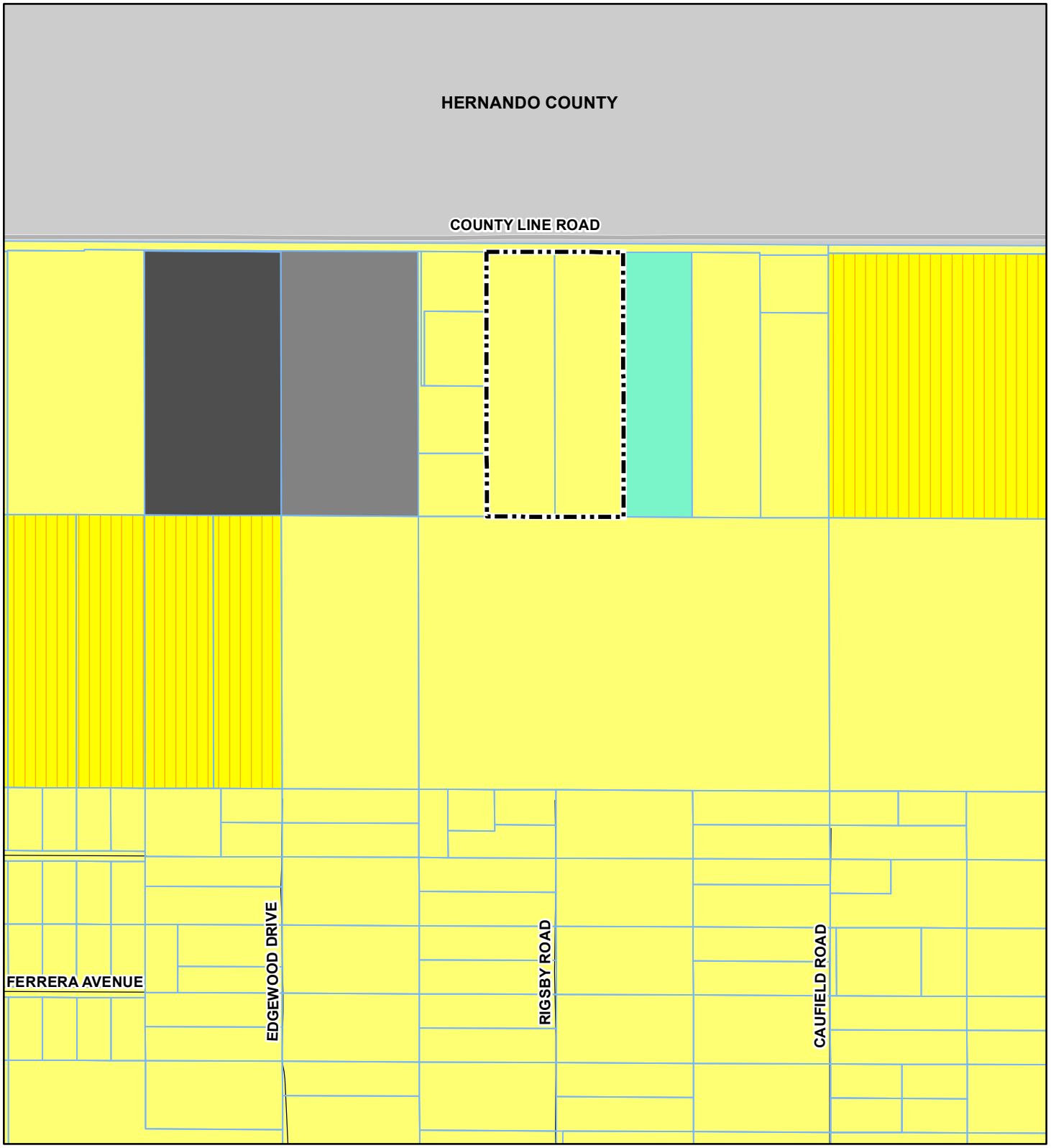

CPAS23(18)
PASCO MINE

04-24-18-0000-00600-0000
04-24-18-0000-00200-0010

PHYSICAL ADDRESS:
18648 COUNTY LINE ROAD
18652 COUNTY LINE ROAD

SUBJECT PROPERTY

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COMMISSION DISTRICT: 5

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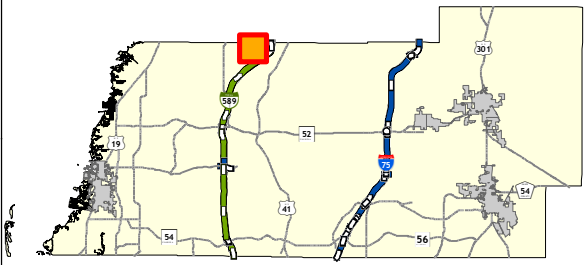

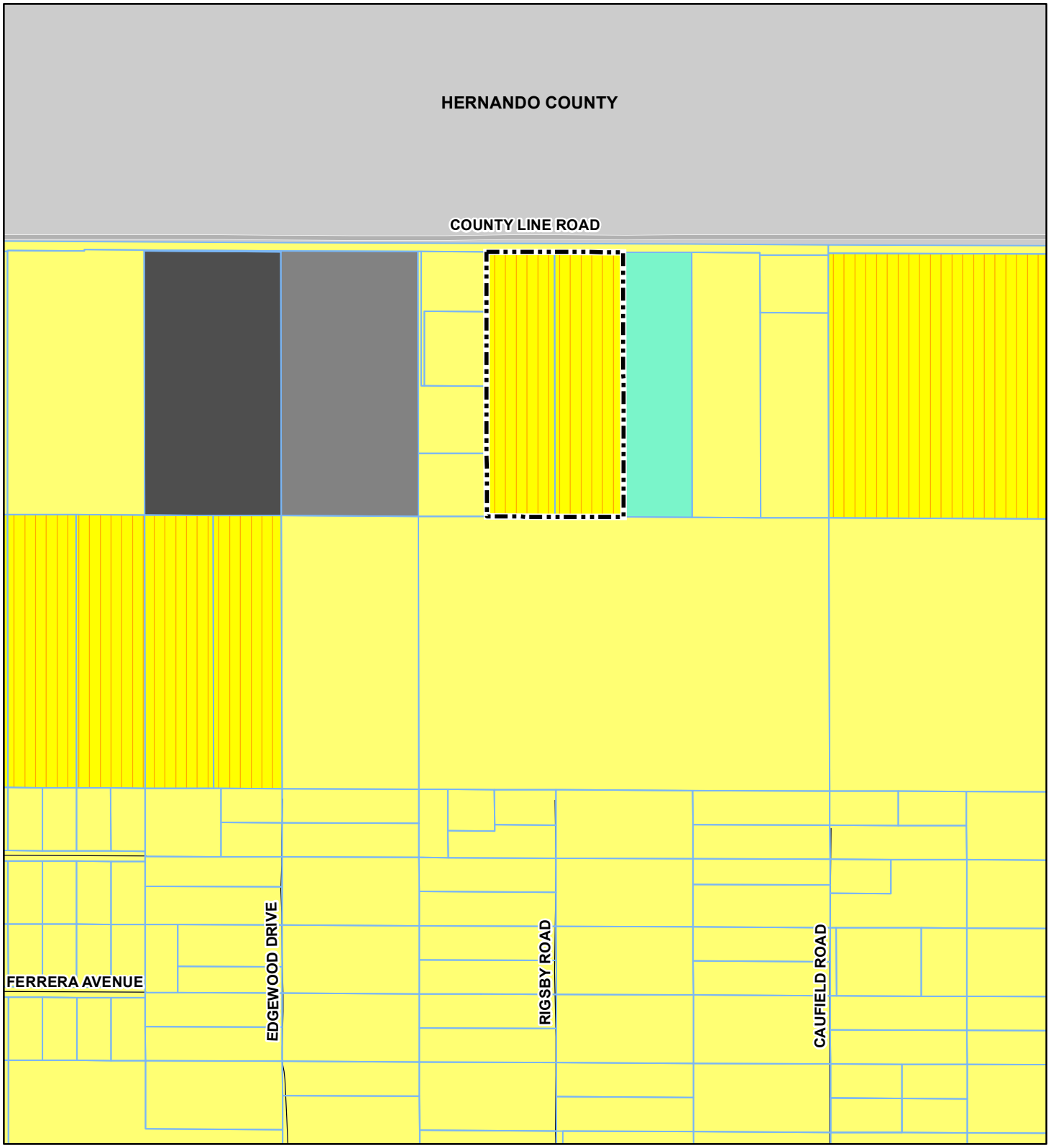

CPAS23(18)
PASCO MINE

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PHYSICAL ADDRESS:
18648 COUNTY LINE ROAD
18652 COUNTY LINE ROAD

PROPOSED FLU CODE

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COMMISSION DISTRICT: 5

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THE COMPREHENSIVE PLAN OF UNINCORPORATED PASCO COUNTY FUTURE LAND USE 2025

CPA23(18) EXISTING LAND USE

T 2 4 S R 1 8 E

SHEET 5 of 24

DATE ADOPTED: 06/15/1989 ORDINANCE # 89-13

SUBJECT PROPERTY CPA23(18)
EXISTING LAND USE RES-1
(See Inset)

COUNTY LINE ROAD
RAMP
BOWMAN ROAD
CAUFIELD ROAD
ROGERLAND ROAD
BOSLEY DRIVE
PEACE BOULEVARD
SUNCOAST PARKWAY SBND
SUNCOAST PARKWAY NBND
SHADY HILLS ROAD
US HIGHWAY 41

HERNANDO COUNTY
COUNTY LINE ROAD

FUTURE LAND USE 2025 CLASSIFICATIONS

- AG Agricultural
- AG/R Agricultural / Rural
- AT Major Attractors
- C/L Coastal Land
- COM Commercial
- CON Conservation Land
- EC Employment Center
- GH Gateway Hub
- IH Industrial - Heavy
- IL Industrial - Light
- MU Mixed Uses
- NPC New Port Corners
- NT New Town
- OFF Office
- P/SP Major Public / Semi - Public
- PD Planned Development
- R/OS Major Recreation / Open Space
- RES-1 Residential
- RES-12 Residential
- RES-24 Residential
- RES-3 Residential
- RES-6 Residential
- RES-9 Residential
- ROR Retail / Office / Residential
- TC Town Center
- VMU1 Village Mixed Use - Type I
- VMU2A Village Mixed Use - Type 2A
- VMU2B Village Mixed Use - Type 2B

OVERLAYS

- CLASS I WETLANDS / LAKES
- CITY LIMITS
- FLEXIBLE PLAN BOUNDARY
- ROR OVERLAY
- PASADENA HILLS OVERLAY
- TRANSIT CENTER OVERLAY

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Miles

Pasco County, Florida
Geographic Information Systems
(G.I.S.)
Information Technology

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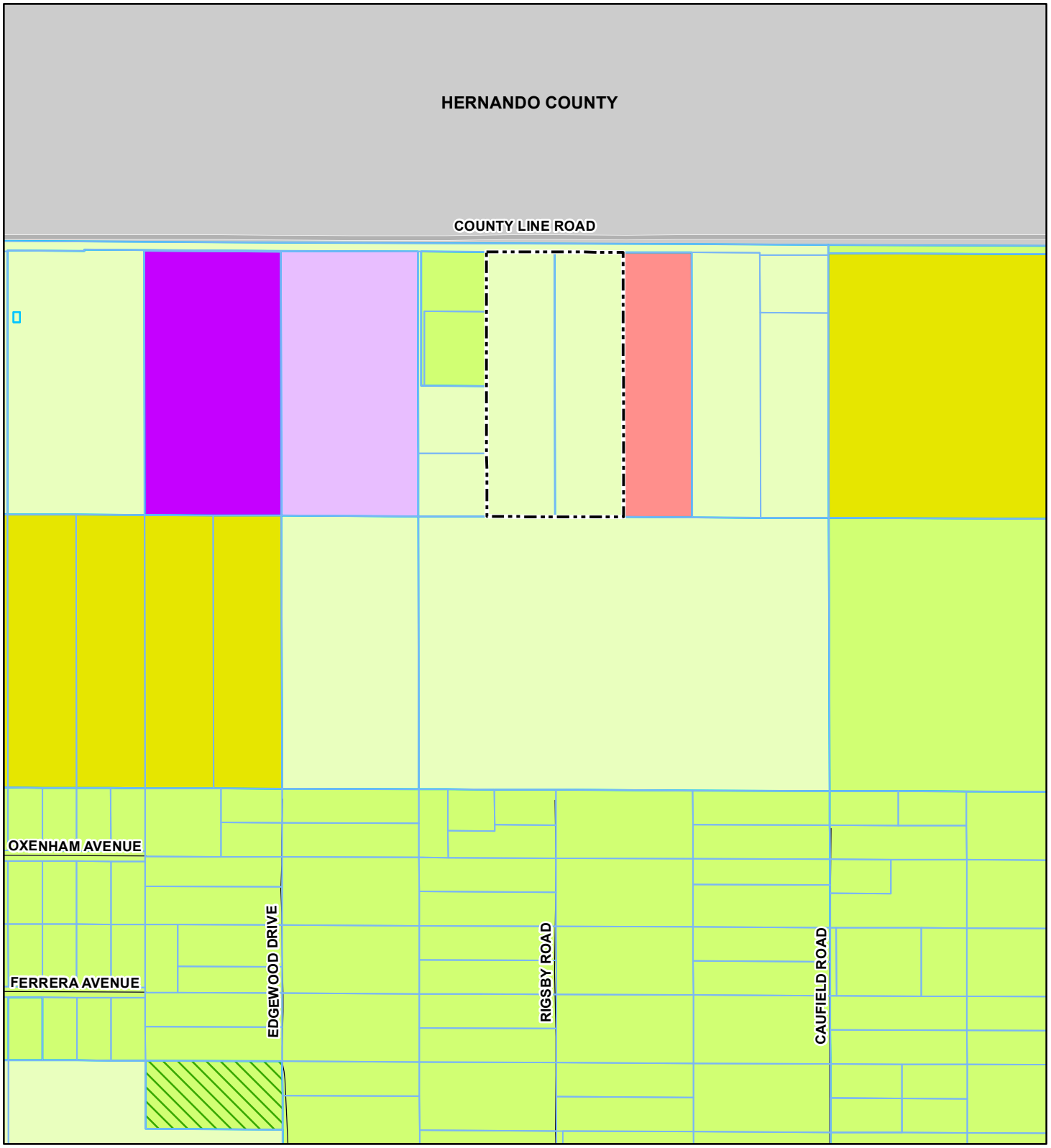

CPAS23(18)
PASCO MINE

04-24-18-0000-00600-0000
04-24-18-0000-00200-0010

PHYSICAL ADDRESS:
18648 COUNTY LINE ROAD
18652 COUNTY LINE ROAD

ZONING

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		MPUD

COMMISSION DISTRICT: 5

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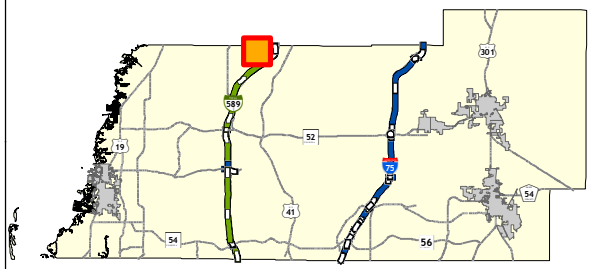
jhelmrich 9/21/2023



THE BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 05) FROM RES-1 (RESIDENTIAL-1 DU/GA) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 19.41 ACRES OF REAL PROPERTY LOCATED AT SOUTH SIDE OF COUNTY LINE ROAD; AND A TEXT AMENDMENT CREATING SUBAREA POLICY FLU 7.1.74 – PASCO MINE PD; AND A MAP AMENDMENT TO THE FUTURE LAND USE MAP 2-9 ADDING SUBAREA MAP 2-9(74) PASCO MINE PD; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163, Florida Statutes, authorize and require the Board of County Commissioners of Pasco County to prepare and enforce a Comprehensive Plan for the development of the County; and

WHEREAS, the Board of County Commissioners adopted a Comprehensive Plan on June 15, 1989, which has been subsequently amended; and

WHEREAS, the Board of County Commissioners has determined that the proposed Amendment meets the criteria for a Comprehensive Plan Amendment pursuant to Section 163.3187, Florida Statutes; and

WHEREAS, the Board of County Commissioners has considered the staff report including data and analysis and has determined that the proposed Amendment is consistent with Part II, Chapter 163, Florida Statutes, and the Pasco County Comprehensive Plan; and

WHEREAS, all map amendments exclude applicable Transportation Corridor Preservation width as established in Table 7-2, as may be amended from time to time, of the Pasco County Comprehensive Plan; and

WHEREAS, the Local Planning Agency, on June 19, 2025, held a public hearing, with a quorum attending and voting, on the proposed Amendment to the Comprehensive Plan with due public notice provided, pursuant to Section 125.66(2), Florida Statutes, and found the proposed amendment consistent with the adopted Comprehensive Plan; and

WHEREAS, the Board of County Commissioners, on July 15, 2025, held an adoption public hearing, with a quorum attending and voting, on the proposed Amendment to the Comprehensive Plan with due public notice provided, pursuant to Section 163.3184, Florida Statutes, and considered all comments received during the public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pasco County, Florida, as follows:

SECTION 1. FUTURE LAND USE ELEMENT MAP AMENDMENT.

The Official 2025 Future Land Use Comprehensive Plan Map 2-15 and Map Sheet No. 05 is hereby amended to change the Future Land Use classification from RES-1 (RESIDENTIAL-1 DU/GA) and to PD (Planned

Development) on approximately 19.41 acres of real property, attached hereto as Exhibit A, and made a part hereof.

SECTION 2. FUTURE LAND USE ELEMENT TEXT AMENDMENT.

The Pasco County Comprehensive Plan, Future Land Use Element, Chapter 2, Subarea Policy FLU 7.1.74 – PASCO MINE PD is hereby created, attached hereto as Exhibit B, and made a part hereof.

SECTION 3. FUTURE LAND USE SUBAREAS MAP AMENDMENT.

The Official 2025 Future Land Use Comprehensive Plan Series, Map 2-9, Subarea, is hereby replaced with Exhibit C, as attached hereto and made a part hereof.

SECTION 4. REPEALER.

All provisions of the Pasco County Comprehensive Plan adopted pursuant to Ordinance No. 89-13, as amended, in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY.

Each provision of this Ordinance and all Exhibits hereto is material to the Board of County Commissioners' adoption of this Ordinance. Accordingly, these provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this Ordinance and/or any Exhibits hereto is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this Ordinance and all Exhibits hereto shall be suspended until such time that the Board of County Commissioners modifies this Ordinance and/or Exhibits hereto to address the illegal or invalid provision of this Ordinance, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall be transmitted to the Department of State by the Clerk to the Board by electronic mail within ten (10) days of the adoption of this Ordinance, and this Ordinance shall take effect upon confirmation by the Department of State of its receipt. The effective date of this Plan Amendment, if the Amendment is not timely challenged, shall be (thirty-one) 31 days after adoption. If timely challenged, this Amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining the Amendment to be in compliance. No development orders, development permits, or land uses dependent on this Amendment may be effective or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this Amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

SECTION 5. LEGISLATIVE FINDINGS OF FACT

The foregoing Whereas clauses, incorporated herein, are true and correct.

ADOPTED by the Board of County Commissioners of Pasco County, Florida, in a session with a quorum present and voting this 15th day of July, 2025.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

KATHRYN STARKEY, CHAIRMAN

Exhibit A

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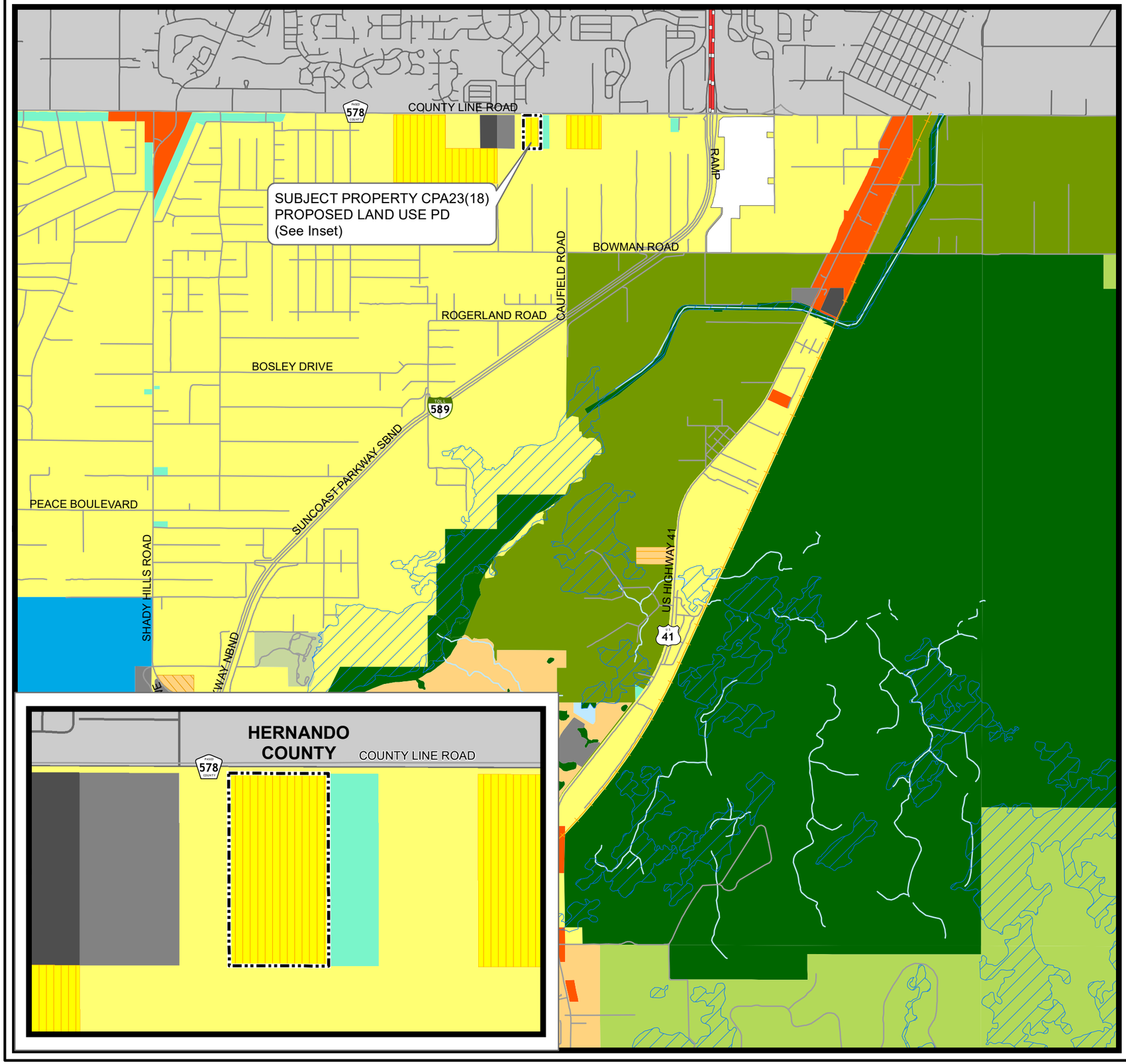
THE COMPREHENSIVE PLAN OF UNINCORPORATED PASCO COUNTY FUTURE LAND USE 2025

CPA23(18) PROPOSED LAND USE

T 2 4 S R 1 8 E

SHEET 5 of 24

DATE ADOPTED: 06/15/1989 ORDINANCE # 89-13

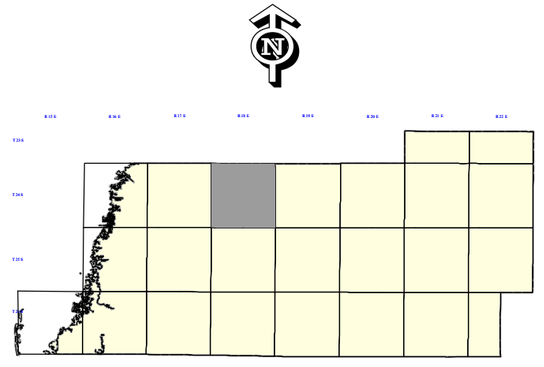


FUTURE LAND USE 2025 CLASSIFICATIONS

- AG — Agricultural
- AG/R — Agricultural / Rural
- AT — Major Attractors
- C/L — Coastal Land
- COM — Commercial
- CON — Conservation Land
- EC — Employment Center
- GH — Gateway Hub
- IH — Industrial - Heavy
- IL — Industrial - Light
- MU — Mixed Uses
- NPC — New Port Corners
- NT — New Town
- OFF — Office
- P/SP — Major Public / Semi - Public
- PD — Planned Development
- R/OS — Major Recreation / Open Space
- RES-1 — Residential
- RES-12 — Residential
- RES-24 — Residential
- RES-3 — Residential
- RES-6 — Residential
- RES-9 — Residential
- ROR — Retail / Office / Residential
- TC — Town Center
- VMU1 — Village Mixed Use - Type I
- VMU2A — Village Mixed Use - Type 2A
- VMU2B — Village Mixed Use - Type 2B

OVERLAYS

- CLASS I WETLANDS / LAKES
- CITY LIMITS
- FLEXIBLE PLAN BOUNDARY
- ROR OVERLAY
- PASADENA HILLS OVERLAY
- TRANSIT CENTER OVERLAY



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Pasco County, Florida
Geographic Information Systems
(G.I.S.)
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Exhibit B

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PASCO MINE PD SUBAREA POLICY

POLICY FLU 7.1.74: PASCO MINE PD

The Pasco Mine PD (Planned Development) Subarea is identified on Future Land Use (FLU) Subarea Map 2-9(74). All rezonings within the Subarea shall be MPUD Master Planned Unit Development District(s) and shall be governed by the terms of this subarea policy. Any development that would exceed the level of development allowed under this subarea policy shall require an amendment to this policy, Policy FLU 7.1.74, and such amendment shall be supported by data and analysis that demonstrates adequate public facilities, services, and infrastructure are available to accommodate the proposed density and intensity of development. Such amendment shall be consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, and Chapter 163, Florida Statutes.

Intent: To recognize areas suited for development of light industrial, commercial, and office uses, with the additional use of a Concrete Batch Plant. This Planned Development is intended as an employment generating land use with the flexibility to combine light industrial uses and a stand-alone concrete batch plant.

Maximum Development Potential

The following maximum levels of development and permitted uses within the Pasco Mine PD Subarea are as follows:

Land Uses	Density/Intensity	Maximum Lot Coverage
Light Industrial	150,000 Square Feet	75%
Commercial/Office	30,000 Square Feet	75%
Concrete Batch Plant	Determined by Maximum Lot Coverage	75%

*All buildings, including accessory buildings, and all accessory structures shall not cover more than 75% percent of a lot. Accessory structures shall be defined as a subordinate structure clearly incidental and related to the principal structure, building, or use of land and located on the same lot as that of the principal structure, building, or use including, but not limited to, cement silos, sand/aggregate storage bins, asphalt batch towers and asphalt storage silos

Development Restrictions

a. The Concrete Batch Plant shall be set back from residential uses along the western boundary a minimum of 300 feet.

b. Light Industrial uses may be located within the 300-foot setback stated in Policy FLU 7.1.74.a., and as set forth within the associated MPUD Master Planned Unit Development Master Plan.

c. Additional sensitive site design may be required, including but not limited to, increased setbacks, buffering, and locational criteria, and shall be set forth within the associated MPUD Master Planned Unit Development.

d. The processing of asphalt at the Concrete Batch Plant shall be in accordance with applicable provisions of the Florida Administrative Code (FAC).

Exhibit C

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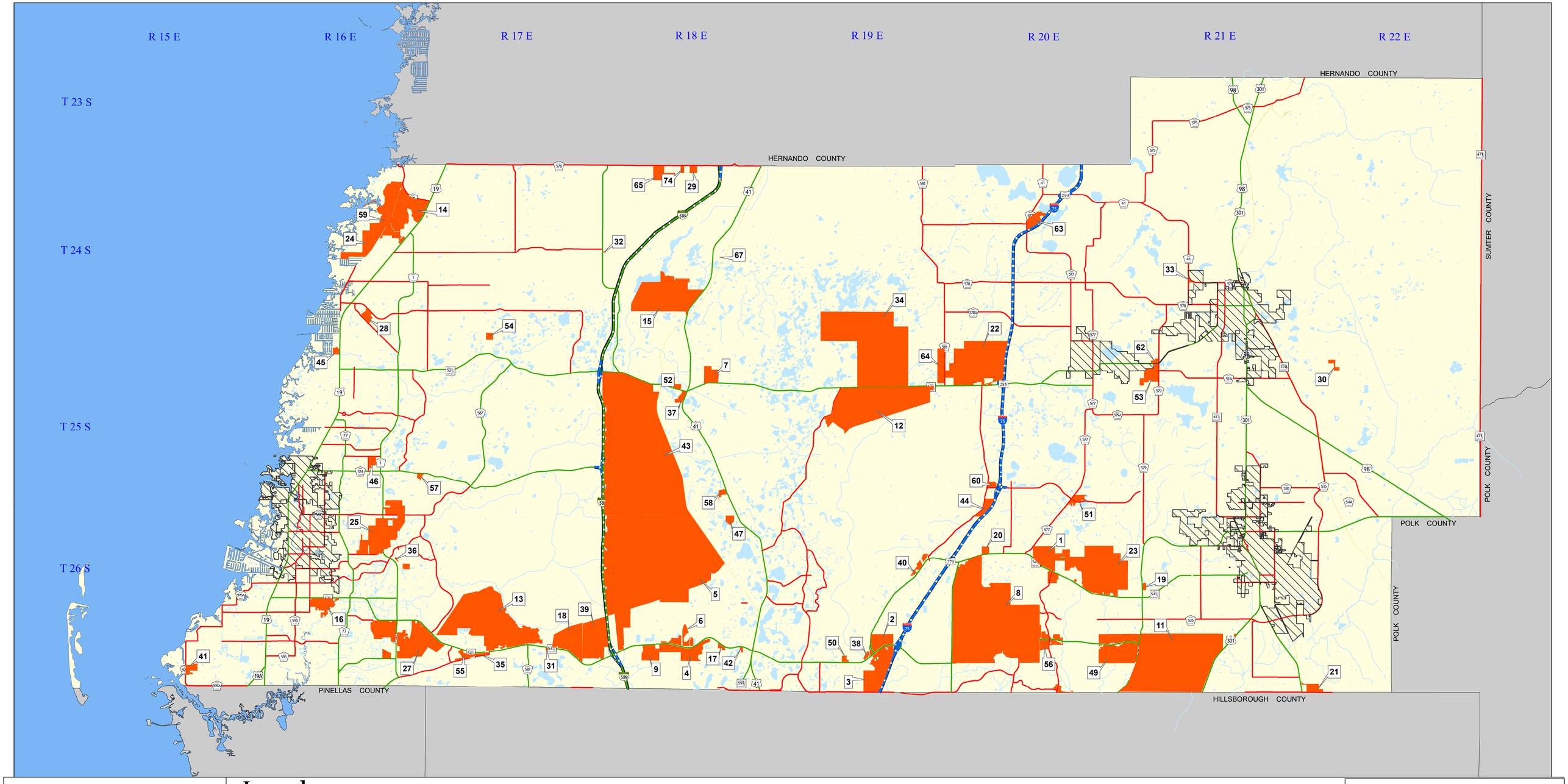

Legend

No	Name
1	Curley Road/S.R. 54 Subarea BCPA05-2 (09 & 10) and CPAL08-1(03)
2	Cypress Creek Town Center DRI (#252)
3	King Ranch Subarea BCPA05-2 (12)
4	Long Lake Ranch DRI (#247)
5A	Bexley Ranch DRI (#255)
5B	Bexley Ranch DRI (#255)
6	Sunlake Centre DRI (#248)
7	Public Safety Campus of Pasco
8	Wiregrass DRI (#260)
9	Smith 54 Subarea CPAL08-1(02)
10	Greenfield Del Webb CPAL22(09)
11	Two Rivers CPAL08-2(04)
12	Central Pasco Employment Village CPAL08-2(11)
13	Starkey Ranch DRI (#264)
14	Sunwest Harbourtowne DRI (#267)

No	Name
15	Mitchell CPAL10-1(07)
16	Harvey CPAL17(04)
17	Cross Park CPAL09-1(01)
18	Legacy CPAL09-1(22)
19	Gateway Subarea CPAL17(07)
20	Stony Brook Subarea CPAL17(06)
21	Martin - Marietta CPAL10-2(10)
22	Gateway Hub CPAL10-2(06)
23	New River CPAL10-2(14)
24	SunWest / SWFWMD
25	New Port Corners CPAL10-2(01)
26	
27	Western Hub CPAL10-1(08)
28	Emerald Field (Beacon Woods East) CPAD203
29	Land Trust No. 76 CPAL12(04)
30	Enterprise Road Recycling & Disposal Facility CPAL12(05)

No	Name
31	Fifth Third Bank (COM) CPAL 13(01)
32	Shady Hills Road (COM) CPAS 14(01)
33	College Hill (PD) CPAS 14(02)
34	Palmetto Ridge CPAL 20(13)
35	Trinity Communities Parcel CPAL 15 (06)
36	River Crossing CPAL 16(01)
37	Tibbetts Lands CPAL 16(03)
38	Brightwork Crossing CPAL 16(02)
39	South Branch Ranch CPAL 16(06)
40	Lexington Oaks Commercial CPAL 17(02)
41	Anclote Resort, A Tradewinds Resort CPAL 17(05)
42	Sienna Village II CPAS 17(09)
43	Project Arthur CPAL19(01)
44	Overpass Business Park CPAL18(01)
45	Gulf Breeze Manor CPAL18(05)
46	Galen Wilson Complex CPAL18(02)

No	Name
47	Hagman CPAL18(09)
48	The Reserves at Hunters Ridge CPAL18(12)
49	River Landing CPAL18(19)
50	Aiken Mixed Use CPAL19(05)
51	Promenade Business Centre CPAL18(07)
52	Paw Materials CPAL19(07); 52A Paw Materials Additional Land CPAS22(27)
53	Grande Oaks CPAL18(03)
54	Colony Road CPAL20(02)
55	Trinity Corporate Center CPAL20(09)
56	Wesley Chapel Lakes CPAL21(11)
57	Ridge Road & Tanglewood Drive CPAL20(15)
58	Causeway CPAL20(03)
59	Sunwest Park PD CPAL21(01)
60	Adrian Phillip CPAL21(06)
62	Pittman/Massey-Happy Hill CPAS22(10)
63	North Pasco RV Resort CPAL21(10)

No	Name
64	Faircloth CPAL21(05)
65	Northridge CPAL21(23)
74	Pasco Mine CPAS23(18)

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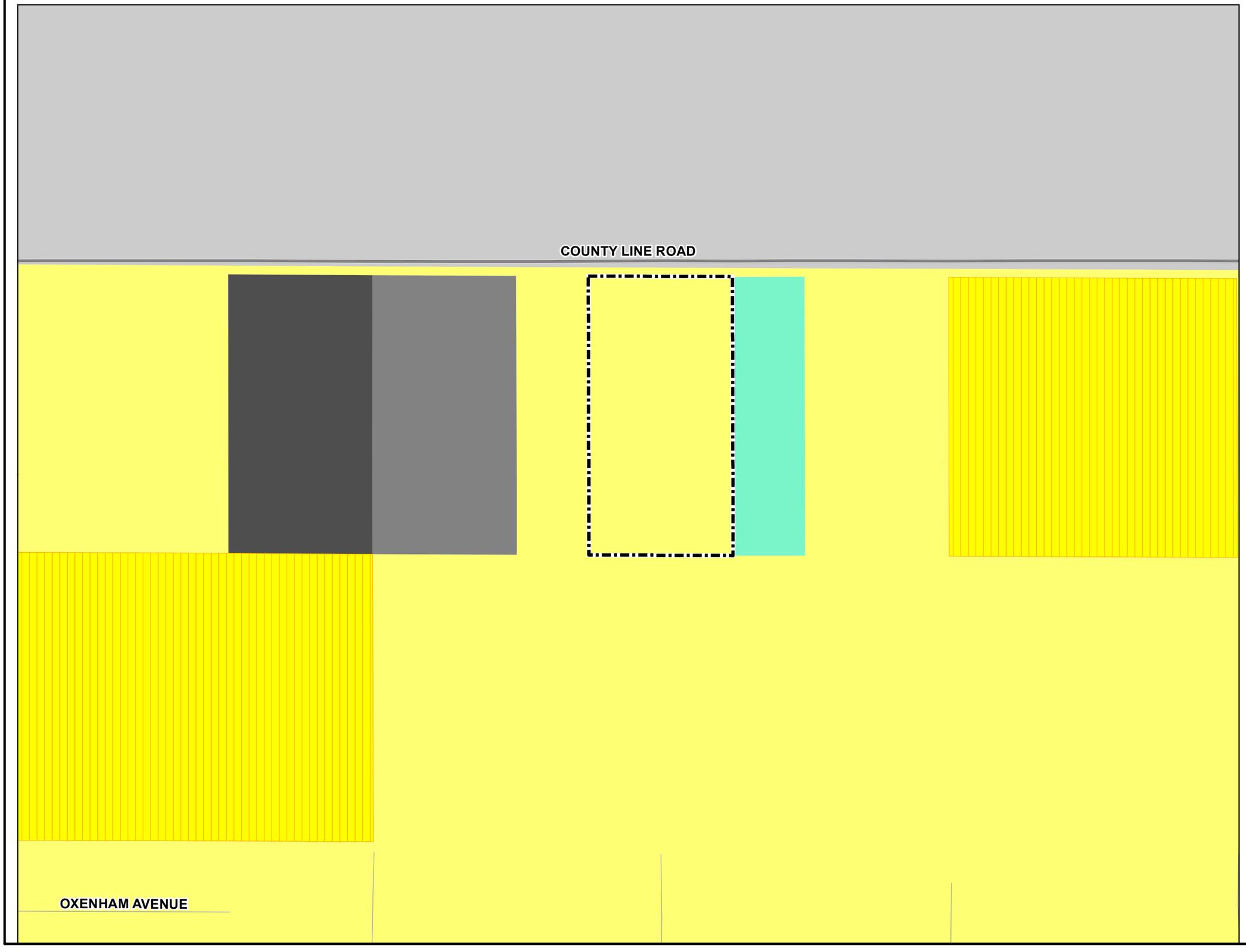
THE COMPREHENSIVE PLAN OF UNINCORPORATED PASCO COUNTY

MAP 2 - 9 SUBAREA

Author: jhelmrich

Date: 10/3/2023



THE COMPREHENSIVE PLAN
OF UNINCORPORATED
PASCO COUNTY

MAP # 2-9 (74)
PASCO MINE

FLU Subareas

SUBAREA DETAILS

SUBJECT PROPERTY

Wetlands - Class I
Flexible Plan Boundry
City Limits

Future Land Use Categories

COM
IH
IL
PD
RES-1

REVISIONS:

DATE	//	ORDINANCE #	DATE	//	ORDINANCE #
12/21/10	//	10-50			

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PD (PLANNED DEVELOPMENT)

Intent: To provide for a variety of land uses and intensities within a development site to preserve conservation areas above and beyond Land Development Code requirements; reduce public investment in provision of services; encourage flexible and creative site design; and provide sites for schools, recreation, and other public facilities which provide an areawide benefit to the community.

Comprehensive Plan Amendment requests for the assignment of a PD (Planned Development) Future Land Use Classification must be accompanied by a concept plan identifying: the range of uses, density, intensity, maximum units, and nonresidential square feet. The concept plan shall also show a general arrangement of land uses and shall articulate the guiding development principles for the PD (Planned Development). All PD (Planned Developments) require rezoning to either MPUD Master Planned Unit Development or commercial planned development prior to development. All rezoning requests must be accompanied by a Master Development Plan as set forth in the Land Development Code. Such plans shall address, at a minimum, buffering, setbacks, lighting, and building heights to ensure compatibility with adjacent uses.

If the proposed plan does not or cannot achieve the desired level of compatibility as determined by the Board of County Commissioners, the Board of County Commissioners may deny the rezoning request.

PD (Planned Development) Land Use Classifications are made through amendments to the Future Land Use Map.

General Range of Potential Uses:

Mixed-use developments (residential and nonresidential uses on the development site); residential developments with a range of unit types and densities; nonresidential developments such as office, commercial, industrial, elementary schools, middle schools, and high schools; attendant-on-site facilities such as utilities and recreation areas. Service and facility requirements will vary according to development intensity. Services and facilities are to be at a minimum, consistent with the requirements of comparable individual (residential, office, commercial, industrial) land use classifications for uses on the development site (see Exhibit 2-1, Services and Facilities by Classification).

Special Provisions and Mix of Uses:

1. Future Land Use Classification Requires Concept Plan and Rezoning: Comprehensive Plan Amendments to PD (Planned Development) must be accompanied by a concept plan as provided above. The specific mix of uses of the land use classification will be established at the time that the classification is assigned. The specific arrangement of uses shall be determined upon completion of all required development review processes provided for the MPUD Master Planned Unit Development and commercial planned development zoning districts as described in the Pasco County Land Development Code.
2. Conservation and Open Space: Planned developments are required to provide protection of defined conservation areas and open space, and provide recreation and pedestrian circulation as a component of site design.
3. Minimum Open Space: Open space areas shall be designated as appropriate to meet the needs of the project, the community, and the vision of the market area in which the PD (Planned Development) is located.
4. Compatibility with Adjacent Uses: Due to the ability to cluster units and provide for a mixture of uses on site, planned developments require special consideration of the location, type, and size of buffer yards to maximize compatibility with adjacent land uses.
5. Nonresidential-Use Locations: Commercial and other nonresidential uses within planned developments are encouraged to be placed in locations that will provide convenient vehicular, pedestrian, and bicycle access for residents of the planned development community and will minimize the impact of commercial uses on adjacent and surrounding communities.
6. Minimum Size: Mixed-use planned developments are required to be the size necessary in order to effectively design the site for residential and nonresidential uses.

Mix of Uses:

The mix of uses for PD (Planned Development) Land Use Classifications shall be established at the time that the classification is assigned to an individual parcel through an amendment to the Future Land Use Map of the Comprehensive Plan.

Density Restrictions - Dwelling Units/Developable Residential Acre:

Established at the time that the classification is assigned to an individual parcel through an amendment to the Future Land Use Map of the Comprehensive Plan.

Maximum Nonresidential Intensity - Floor Area Ratio:

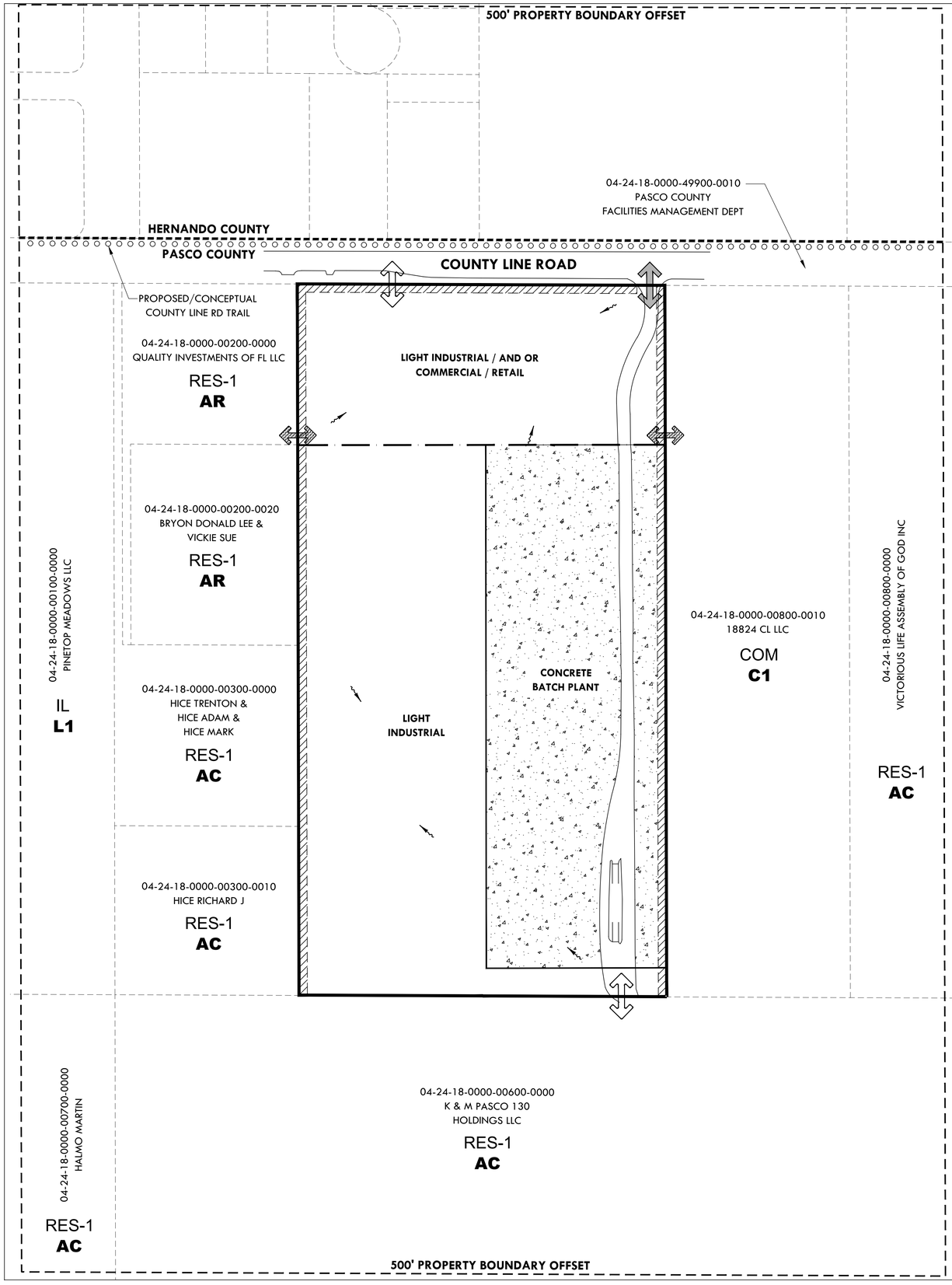
Established at the time that the classification is assigned to an individual parcel through an amendment to the Future Land Use Map of the Comprehensive Plan.

PD Index: Identification of Specific PD Designations and Associated Master Planned Unit Development (MPUD) Re-Zoning Conditions.

Each individual PD designation on the Future Land Use Map shall be indexed with a separate number to distinguish the specific MPUD conditions associated with the given PD designation. Each PD designation will also list within the Comprehensive Plan the density, intensity and general mix of uses approved by the associated MPUD. This index is contained in the following table:

Planned Development Index Table

PD No.	MPUD No.	Density	Intensity	Mix of Uses
PD-1	RZ6758	0 du/ga	61,090 sq. ft.	Commercial
			10,000 sq. ft.	Professional Office
PD-2	RZ6765	20 du/ga	25,000 sq. ft.	Commercial
			85,000 sq. ft.	Professional Office
			70,000 sq. ft.	Self Storage



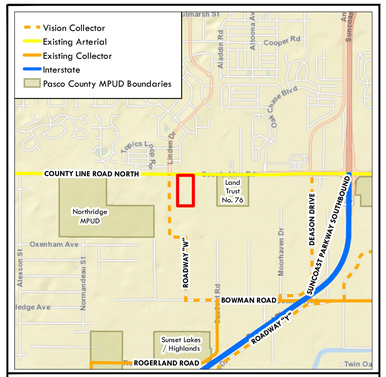
NON-RESIDENTIAL LOT STANDARDS											
	Minimum Lot Dimensions		Minimum Setbacks							Maximum	
Product Type	Lot Width	Lot Depth	Side (Structure to Structure)	Side (Structure to Parking)	Side (Structure to Public R/W)	Front (Structure to Parking)	Front (Structure to Public R/W)	Rear (Structure to Parking)	Rear (Structure to Public R/W)	Lot Coverage *	Building Height
Non-Residential	0*	0*	5'	5'	0'*	5'	10'	5'	0'*	75%	65'
	* Subject to applicable landscape buffers and setbacks.										

LAND USE DATA TABLE	
LAND USE	MAXIMUM
Commercial/Retail	30,000 Sq. Ft.
Light Industrial	150,000 Sq. Ft.
Concrete Batch Plant	7 acres

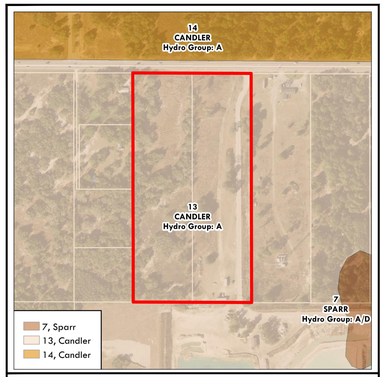
PROJECT DATA TABLE	
Gross Acres	19.41 acres
Upland Acres	19.41 acres
Wetlands	0.0 acres
Existing Zoning	AC
Proposed Zoning	MPUD
Existing FLU	RES-1
Proposed FLU	PD

NOTES

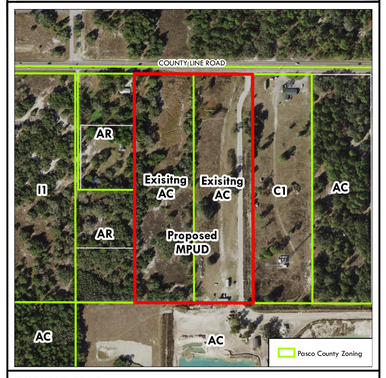
1. ACCESS POINTS SHOWN ON PLAN ARE CONCEPTUAL. FINAL LOCATIONS-MOBILITY PLAN SHALL BE DETERMINED AT TIME OF PDP/CP WITHOUT REQUIRING AN MPUD MODIFICATION.
2. PERMITTED INDUSTRIAL USES SHALL BE THOSE ALLOWED UNDER THE I-1 ZONING DISTRICTS. OTHER PERMITTED USES ARE SET FORTH IN THE CONDITIONS OF APPROVAL.
3. OFFICE IS A PERMITTED USE WITHIN THE COMMERCIAL/LIGHT INDUSTRIAL LAND USE CATEGORY.
4. LOCATION OF LAND USES ARE CONCEPTUAL AND SHALL BE DETERMINED AT TIME OF PDP/CP.
5. THE SITE LIES WITHIN PASCO COUNTY UTILITIES (WATER/WASTEWATER) AND TAMPA ELECTRIC COMPANY ELECTRIC SERVICE AREA. FIRE & RESCUE/EMS IS PROVIDED BY PASCO COUNTY. CABLE/TELEPHONE IS PROVIDED BY PRIVATE PROVIDERS.
6. PENDING DEVELOPMENT, INTERIM SILVICULTURAL AND/OR AGRICULTURAL ACTIVITIES SHALL BE PERMITTED UNTIL COMMENCEMENT FOR THAT PORTION OF THE PROPOSED DEVELOPMENT.
7. THE PROPERTY IS WITHIN THE NORTH MARKET AREA. IT IS WITHIN FEMA ZONE X AND WITHIN THE PITHLACHASCOTEE WATERSHED, AND THE HERNANDO SANDHILLS ECOLOGICAL PLANNING UNIT. THE PROPERTY IS NOT WITHIN THE URBAN SERVICE AREA, URBAN CONCENTRATION AREA, TRANSIT CENTER OVERLAY, SIGNIFICANT HABITAT AREA, WELLHEAD PROTECTION AREA OR OBSERVED FLOODING AREA.



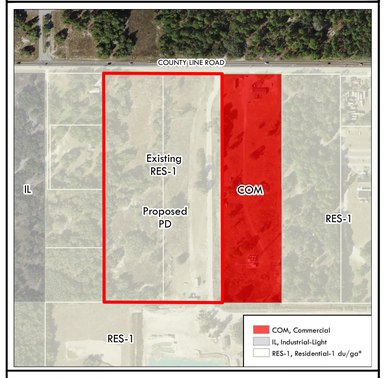
MAJOR PROJECTS & EXISTING / PROPOSED VISION ROADS



SOILS MAP Source: NRCS / Pasco County



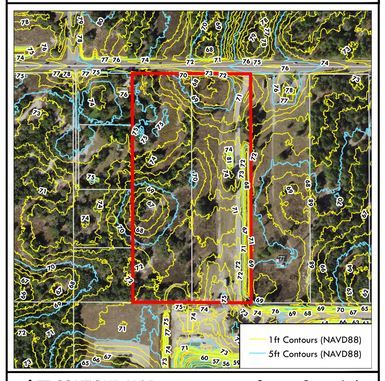
ZONING MAP Source: Pasco County



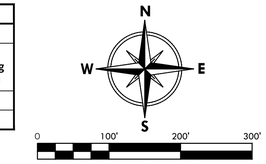
FUTURE LAND USE MAP Source: Pasco County



PARCEL ID MAP Source: Pasco County POA



5' FT CONTOUR MAP Source: Pasco Lidar



SCALE: 1" = 100'

LEGEND

- PROJECT BOUNDARY
- 500' PROPERTY BOUNDARY OFFSET
- AREA WHERE CONCRETE BATCH PLANT AND LIGHT INDUSTRIAL USES ARE PERMITTED, AS WELL AS USES APPROVED FOR THE ADJACENT MINE PURSUANT TO ITS APPROVED CONDITIONAL USE PERMIT.
- POTENTIAL COMMERCIAL LOCATION
- BUFFER (SEE CONDITIONS OF APPROVAL)
- EXISTING ACCESS POINT
- CONCEPTUAL ACCESS POINT
- FUTURE CROSS CONNECTION
- AC — ZONING
- RES-3 — FUTURE LAND USE
- DRAINAGE ARROW
- PROPOSED/CONCEPTUAL COUNTY LINE RD TRAIL

VICINITY MAP



Section 18. Township 28 S., Range 19E., Pasco County, Florida

AERIAL MAP



PD Concept Plan
PASCO MINE
Pasco County, Florida
CPAS(23)-18

REVISIONS	
DESCRIPTION	DATE
PASCO SUBMITTAL	08.17.23
PASCO RESUBMITTAL	12.12.23
PASCO RESUBMITTAL	04.05.24
PASCO RESUBMITTAL	04.26.24
PASCO RESUBMITTAL	01.08.25
PASCO RESUBMITTAL	03.07.25
ACCESS REVISION	03.27.25

PREPARED FOR:

APG AVALON PARK GROUP
3801 AVALON PARK EAST BLVD, SUITE 400
ORLANDO, FL 32828

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TIMING & PHASING ANALYSIS

PASCO MINE MPUD

Prepared For

LAND DEVELOPMENT GROUP AT AVALON PARK GROUP

Prepared By

LINCKS & ASSOCIATES
A TMC Company

TIMING & PHASING ANALYSIS

PASCO MINE MPUD

Prepared For

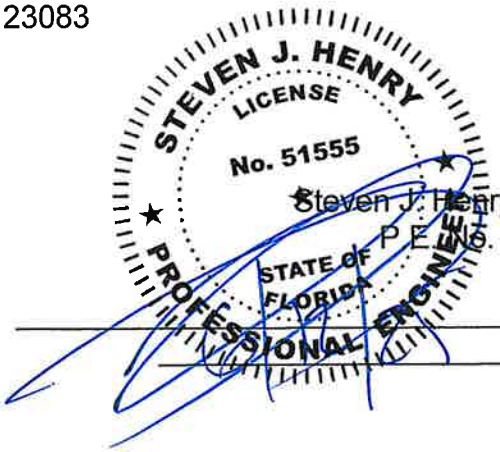
LAND DEVELOPMENT GROUP AT AVALON PARK GROUP

Prepared By

LINCKS & ASSOCIATES, LLC
A TMC Company
5023 West Laurel Street
Tampa, Florida 33607
813-289-0039
State of Florida Authorization No. EB0004638

Revised June, 2025
August, 2023

Project No. 23083



Steven J. Henry, P.E.
P.E. No. 51555

Date

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INTRODUCTION

The purpose of this report is to provide the Timing and Phasing Analysis and Access Management Analysis for the property located south of County Line Road and west of Suncoast Parkway in Pasco County, Florida, as shown in Figure 1.

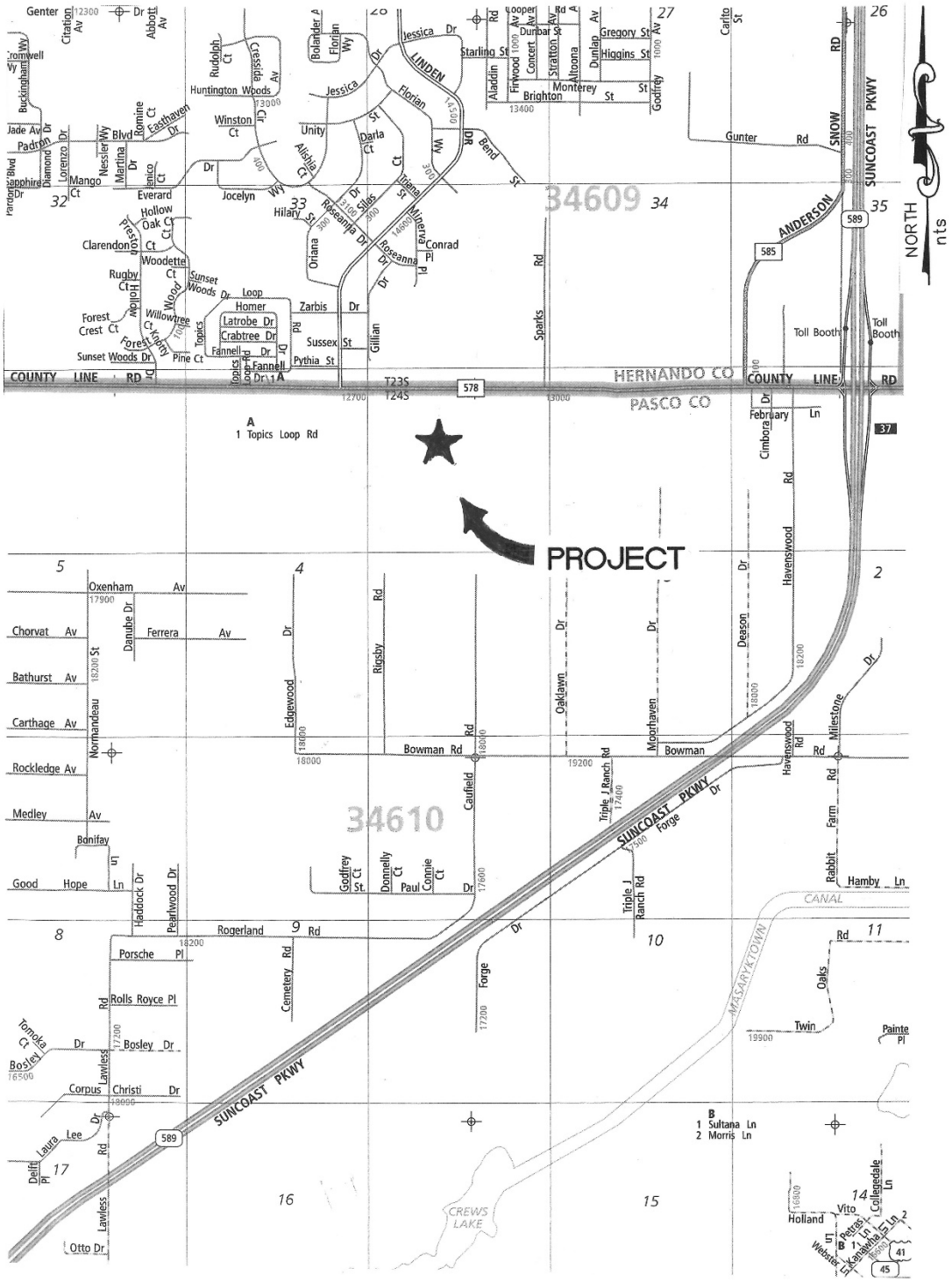
The Analysis was conducted in accordance with the approved Methodology Statement provided in the Appendix of this report. The property is proposed to be rezoned to MPUD to include the following land uses:

- Retail – 30,000 Square Feet
- Light Industrial – 150,000 Square Feet
- Concrete Batch Plant

ESTIMATED DAILY PROJECT TRAFFIC

The trip rates utilized in this report were obtained from the latest computerized version of "OTISS" which utilizes the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition, 2021, as its data base and the data provided by the end user for Concrete Batch Plant. Based on these trip rates, the proposed land uses would attract approximately 2,364 daily trip ends.

Studies contained in the ITE Trip Generation Manual, 11th Edition, indicate that a percentage of the retail trip ends may exist on the adjacent roadways- passerby capture. However, the passerby trip ends should not exceed 10% of the background traffic on the adjacent


PROJECT
NORTH
nts
34609
34610
COUNTY LINE RD
HERNANDO CO
PASCO CO
SUNCOAST PKWY
LINDEN
ANDERSON
SNOW RD
Gunter Rd
Bowman Rd
Rogerland Rd
Forge Dr
Triple J Ranch Rd
Cemetery Rd
Rolls Royce Pl
Porsche Pl
Bosley Dr
Corpus Christi Dr
Lee Rd
Otto Dr
Lawless
Normandeau
Haddock Dr
Pearlwood Dr
Good Hope Ln
Bonifay Ln
Medley Av
Rockledge Av
Carthage Av
Bathurst Av
Chorvat Av
Oxenham Av
Danube Dr
Ferrera Av
Edgewood Dr
Rigsby Rd
Oaklawn Dr
Moorhaven Dr
Deason Dr
Havenswood Rd
Milestone Dr
Caufield Dr
Godfrey Ct
Donnelly Ct
Paul
Connie Ct
Rabbit Farm Rd
Hamby Ln
CANAL
MASARYKTOWN
Oaks Rd
Twin
Painte Pl
CREWS LAKE
Holland
Vito
Collegedale Ln
Webster Ln
Karahna Ln
Petrak Ln
Sultana Ln
Morris Ln
Toll Booth
Toll Booth
Cimbora Dr
February Ln
Carito St
Gregory St
Higgins St
Dunlap Av
Ulloona
Stratton Av
Dunbar St
Looper Av
Concert
Firwood
Aladdin
Monterey St
Brighton
Starling St
Jessica Dr
Florian Wy
Bolander
Rudolph Ct
Cessida Av
Huntington Woods
Winston Ct
Unity
Darla Ct
Alishia Ct
Jocelyn
Everard
Hilary St
Roseanna Dr
Silas
Minerva
Conrad Pl
Oriana
Gillian
Sparks Rd
Zarbis Dr
Homer Loop
Latrobe Dr
Crabtree Dr
Fannell Dr
Sussex St
Pythia St
Pine Ct
Sunset Woods Dr
Forest Crest Ct
Willowtree Ct
Hollow Wood Ct
Rugby Ct
Woodette Ct
Clarendon Ct
Hollow Oak Ct
Mango Ct
Martina Dr
Nessler Blvd
Romine Ct
Easthaven Dr
Padron Dr
Jade Av
Buckingham Wy
Tomwell Wy
Genter
Citation Av
Abbott Av
Dr
Tomoka Cr
Bosley
Delft Pl
Laura
Lawless
Rd
Dr
Ln
Av
St
Ct
Pl
Wy
Blvd
Loop

roadway. Therefore, the proposed land uses are estimated to attract 1,710 new daily trip ends, as shown in Table 1.

AM PEAK HOUR PROJECT TRAFFIC

Again, based on the ITE Trip Generation Manual, 11th Edition data and the data provided by the end user, the proposed project would attract approximately 194 trip ends during the AM peak hour with 147 inbound and 47 outbound, as shown in Table 2.

As stated previously, studies contained in the ITE Trip Generation Manual, 11th Edition, indicate that a percentage of the retail trips may exist on the adjacent roadways – passerby capture. However, the passerby trip ends are not to exceed 10% of the background traffic on the adjacent roadways. Therefore, the new AM peak hour trip ends attracted by the proposed project would be 166 trip ends with 130 inbound and 36 outbound, as shown in Table 2.

PM PEAK HOUR PROJECT TRAFFIC

Again, based on the ITE Trip Generation Manual, 11th Edition data and the data provided by the end user, the proposed project would attract approximately 237 trip ends during the PM peak hour with 95 inbound and 142 outbound, as shown in Table 3.

As stated previously, studies contained in the ITE Trip Generation Manual, 11th Edition, indicate that a percentage of the retail trips may exist on the adjacent roadways – passerby capture. However, the passerby trip ends are not to exceed 10% of the background traffic

TABLE 1

ESTIMATED DAILY TRIP GENERATION

Land Use	Size	ITE LUC	Daily Trip Ends (1)	Passerby Trip Ends (3)	New Daily Trip Ends
Retail	30,000 SF	822	1,634	654	980
Light Industrial	150,000 SF	110	614	0	614
Concrete Batch Plant	-	-	116 (2)	0	116
		Total	2,364	654	1,710

(1) Source: ITE Trip Generation Manual, 11th Edition, 2021.
(2) Data provided by the end user.
(3) Source: ITE Trip Generation Manual, 11th Edition.

- Passerby Trip Ends
  - Retail - 40%

    1,634 x 0.40 = 654
- Passerby Trip Ends should not exceed 10% of the adjacent street traffic.

  25,444 (a) x 0.10 = 2,544 > 654

(a) Based on PM peak hour background traffic on County Lin Rd and K = 0.09.

LINCKS & ASSOCIATES, A TMC Company

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TABLE 2

ESTIMATED AM PEAK HOUR TRIP ENDS

Land Use	Size	ITE LUC	AM Peak Hour Trip Ends (1)			Passerby Trip Ends (3)			New AM Peak Hour Trip Ends		
			In	Out	Total	In	Out	Total	In	Out	Total
Retail	30,000 SF	822	43	28	71	17	11	28	26	17	43
Light Industrial	150,000 SF	110	93	13	106	0	0	0	93	13	106
Concrete Batch Plant	-	-	11	6	17 (2)	0	0	0	11	6	17
		Total	147	47	194	17	11	28	130	36	166

(1) Source: ITE Trip Generation Manual, 11th Edition, 2021.
(2) Data provided by the end user.
(3) Source: ITE Trip Generation Manual, 11th Edition.
- Passerby Trip Ends
  - Retail- 40%
    In - 43 x 0.40 = 17
    Out - 28 x 0.40 = 11
- Passerby Trip Ends should not exceed 10% of the adjacent street traffic
  2,349 (a) x 0.10 = 235 > 28
  (a) Based on AM peak hour background traffic on County Line Rd.

TABLE 3

ESTIMATED PM PEAK HOUR TRIP ENDS

Land Use	Size	ITE LUC	PM Peak Hour Trip Ends (1)			Passerby Trip Ends (3)			New PM Peak Hour Trip Ends		
			In	Out	Total	In	Out	Total	In	Out	Total
Retail	30,000 SF	822	85	85	170	34	34	68	51	51	102
Light Industrial	150,000 SF	110	8	46	54	0	0	0	8	46	54
Concrete Batch Plant	-	-	2	11	13 (2)	0	0	0	2	11	13
		Total	95	142	237	34	34	68	61	108	169

(1) Source: ITE Trip Generation Manual, 11th Edition, 2021.
(2) Data provided by the end user.
(3) Source: ITE Trip Generation Manual, 11th Edition.

- Passerby Trip Ends
  - Retail- 40%
    - In - 85 x 0.40 = 34
    - Out - 85 x 0.40 = 34
- Passerby Trip Ends should not exceed 10% of the adjacent street traffic
  - 2,290 (a) x 0.10 = 229 > 68
  - (a) Based on PM peak hour background traffic on County Line Rd.

on the adjacent roadways. Therefore, the new PM peak hour trip ends attracted by the proposed project would be 169 trip ends with 61 inbound and 108 outbound, as shown in Table 3.

DISTRIBUTION/ASSIGNMENT

The distribution of the project traffic was based on the existing traffic and development patterns in the vicinity of the project. The proposed percent distribution of the project traffic is illustrated in Figure 2 per the approved Methodology Statement. Figure 3 illustrates the PM peak hour project trip ends on the adjacent roadway network.

STUDY AREA

As per the approved Methodology Statement for the project, the study area includes the following roadway segments and intersections.

a. Roadway Segments:
    - County Line Road from Shady Hills Road to Suncoast Parkway

b. Intersections:
    - County Line Road and Shady Hills Road
    - County Line Road and Suncoast Parkway

BUILDOUT YEAR

The build out year for the project is anticipated to be 2030.

FIGURE 2
PROJECT TRAFFIC DISTRIBUTION

FIGURE 3
PM PEAK HOUR
NEW PROJECT TRAFFIC

BUDGETED IMPROVEMENTS

According to the Pasco County Capital Improvement Plan (CIP), there are no improvements budgeted in the vicinity of the project.

According to the Pasco County 2050 Cost Affordable Plan, the following improvements are planned in the vicinity of the project:

- County Line Road from west of Shady Hills Road to Suncoast Parkway is proposed to be widened to a four (4) lane divided roadway.
- Shady Hills Road from south of County Line Road to SR 52 is proposed to be widened to a four(4) lane divided roadway.

BACKGROUND TRAFFIC

The 2030 background traffic utilized in the report was calculated as follows:

1) PM (4:00-6:00) peak hour turning movement count were conducted at the following intersections:
    - County Line Road and Shady Hills Road
    - County Line Road and Suncoast Parkway

Figure 4 illustrates the existing PM peak hour traffic.

FIGURE 4
PM PEAK HOUR
EXISTING TRAFFIC

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1) The existing counts were factored to peak season based on the 2022 FDOT Peak Season Adjustment Factors for Pasco County.

Figure 5 illustrates the PM peak hour peak season traffic.

2) The peak season volumes were factored to 2030 utilizing a 2% per year growth rate.

Figure 6 illustrates the PM peak hour 2030 background traffic and Figure 7 illustrates the PM peak hour 2030 background plus project traffic.

LINK ANALYSIS

PM peak hour generalized capacity analysis was conducted with the 2030 background traffic and with the addition of the project traffic for County Line Road from Shady Hills Road to Suncoast Parkway.

The link analysis was conducted based on the FDOT Generalized Capacities. The results of the analysis are summarized in Table 4 with the existing geometry.

According to the results in Table 4, some roadway segments within the study network are projected to exceed the adopted V/C ratio with the existing geometry with 2030 background traffic and with the addition of the project traffic. The 2050 Cost Affordable Plan shows County Line Road as a four (4) lane roadway.

As shown in Table 5, with 2050 Cost Affordable Plan improvements, all roadway segments within the study area should operate within the adopted V/C ratio with 2030

FIGURE 5
PM PEAK HOUR
PEAK SEASON TRAFFIC

FIGURE 6
PM PEAK HOUR
2030 BACKGROUND TRAFFIC

FIGURE 7
PM PEAK HOUR
2030 BACKGROUND PLUS
PROJECT TRAFFIC
LEGEND
20 = BACKGROUND TRAFFIC
(33) = NEW PROJECT TRAFFIC
<36> = PASSERBY PROJECT TRAFFIC
NORTH
nts
11/07/23
SUNCOAST PKWY.
COUNTY LINE RD.
MARINER BLVD.
SHADY HILLS RD.
60
1110(6)
235
492(13)
2
62(10)
726(11)
1377(19)
227
79
107(6)
711(21)
248(22)
302(22)
753(22)
254(21)
22
187(12)
611
261
8
263
430
406(12)
6
8
469
623(12)
110

TABLE 4

LINK CAPACITY ANALYSIS
PM PEAK HOUR
EXISTING GEOMETRY

Segment	From	To	Lanes	V/C STD	Capacity (1)	2030 Background Traffic	V/C	2030 Background Plus Project Traffic (2)	V/C
County Line Rd	Shady Hill Rd	Project	2 LU	D	1,818	2,290	1.26	2,391	1.32
	Project	Oak Chase Blvd	2 LU	D	1,818	2,290	1.26	2,358	1.30
	Oak Chase Blvd	Suncoast Pkwy	4 LD	D	3,024	2,290	0.76	2,358	0.78

(1) Based on 2023 FDOT Generalized Capacity Tables.
(2) See Figures 6 and 7 of this report.

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TABLE 5

LINK CAPACITY ANALYSIS
PM PEAK HOUR
(2050 COST AFFORABLE PLAN)

Segment	From	To	Lanes	V/C Std	Capacity(1)	2030 Background Traffic	V/C	2030 Background Plus Project Traffic (2)	V/C
County Line Rd	Shady Hills Rd	Project	4 LD	D	3,024	2,290	0.76	2,391	0.79
	Project	Oak Chase Blvd	4 LD	D	3,024	2,290	0.76	2,358	0.78
	Oak Chase Blvd	Suncoast Pkwy	4 LD	D	3,024	2,290	0.76	2,358	0.78

1) Based on 2023 FDOT Generalized Capacity Tables.
2) See Figures 6 and 7 of this report.

background traffic and the addition of the project traffic.

INTERSECTION ANALYSIS

The following intersections were analyzed during the PM peak hour:

- County Line Road and Shady Hills Road
- County Line Road and Suncoast Parkway Ramps

The analysis was performed utilizing the methodology described in Chapter 18, Signalized Intersections of Transportation Research Board (TRB) Special Report, the 2010 Highway Capacity Manual. Table 6 summarizes the results of the signalized analysis with the existing geometry. The results are summarized in the following paragraphs:

County Line Road and Shady Hills Road/Mariner Boulevard

This is a signalized intersection. Signalized intersection analysis indicates that all the movements within the intersection should operate within the adopted delay and V/C criteria with the 2030 background traffic, and with the addition of the project traffic with the existing/budgeted geometry, as shown in Table 6.

County Line Road and Suncoast Parkway Southbound Ramps

This is a signalized intersection. Signalized intersection analysis indicates that all movements within the intersection should operate within the adopted V/C and delay criteria with the 2030 background traffic and with the addition of the project traffic, as shown in Table 6.

TABLE 6

ESTIMATED INTERSECTION ANALYSIS (SIGNALIZED)
EXISTING GEOMETRY
PM PEAK HOUR

		2030 Background Traffic						2030 Background Plus Project Traffic					
		Left		Through		Right		Left		Through		Right	
Intersection	Movement	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C
County Line Rd and	EB	69.7	0.90	36.9	0.59	4.2	0.13	69.7	0.90	37.3	0.61	4.2	0.13
Shady Hills Rd/	WB	70.2	0.81	49.6	0.82	15.3	0.39	74.6	0.85	51.2	0.85	16.2	0.42
Mariner Blvd	NB	57.3	0.65	65.6	0.91	13.2	0.30	57.3	0.65	65.6	0.91	14.0	0.32
	SB	70.8	0.88	48.3	0.62	15.5	0.37	74.1	0.90	48.3	0.62	15.5	0.37
County Line Rd and	EB	-	-	15.9	0.28	3.1	0.27	-	-	16.0	0.29	3.1	0.29
Suncoast Pkwy SB Ramp	WB	49.5	0.73	5.3	0.53	-	-	49.5	0.73	5.3	0.53	-	-
	SB	52.9	0.47	52.9	0.47	13.7	0.43	52.9	0.47	52.9	0.47	15.4	0.45
County Line Rd and	EB	66.4	0.42	8.8	0.41	-	-	67.2	0.46	8.8	0.42	-	-
Suncoast Pkwy	WB	-	-	26.2	0.58	0.2	0.09	-	-	26.8	0.59	0.2	0.09
NB Ramp	NB	65.8	0.96	65.8	0.96	12.6	0.41	71.3	0.98	71.3	0.98	13.1	0.42

(1) The geometry will change with the addition of the project traffic

County Line Road and Suncoast Parkway Northbound Ramps

This is a signalized intersection. Signalized intersection analysis indicates that all movements within the intersection should operate within the adopted V/C and delay criteria with the 2030 background traffic and with the addition of the project traffic, as shown in Table 6.

CONCLUSION

Based on the Timing and Phasing Analysis, all roadway segments within the study area should operate within the adopted V/C ratio criteria with the 2030 background traffic and with the addition of the project traffic, with the 2050 Cost Affordable Plan improvements and all intersections within the study area should operate within the adopted delay and V/C ratio criteria with the 2030 background traffic and the addition of the project traffic with the existing geometry.

APPENDIX

METHODOLOGY STATEMENT

TIMING AND PHASING METHODOLOGY
ACCESS MANAGEMENT METHODOLOGY

Meeting Date: 7/21/23
Draft Submitted: 7/21/23
Final Approved:

Project Name: Pasco Mine MPUD
Accela Number: T&P-2023-00069
SSRRA-2023-00164
Zoning Action: AC to MPUD

Timing and Phasing Analysis

1) Exemption status:
   a. The property is currently zoned AC.
   b. The Developer proposes to rezone the property to MPUD.
   c. The applicant has elected not to have the County complete this analysis. As a result, all hearing dates have been waived.

Site Parameters:

a. *Description of Land Uses* –
   1. Developer proposes to rezone the property to MPUD to allow the following entitlements:

Status	Land Use	Size
Non-Exempt	Retail	30,000 SF
Exempt	Light Industrial	150,000 SF
Exempt	Concrete Batch Plant	

b. *Site Location* – South of County Line Road and west of the Suncoast Parkway.

c. *Buildout Schedule and Phasing* – The buildout year for the project is to be 2030.

d. Interim Uses Generating Traffic – N/A

2) Study Area:
The study area will include the following roadway segment and intersections:
   a. Roadway Segment
      - County Line Road from Shady Hills Road to the Suncoast Parkway.

b. Intersections
   - County Line Road and Shady Hills Road
   - County Line Road and Suncoast Parkway

3) Traffic Counts:
   a. Traffic counts shall be conducted within one (1) year from the date of the methodology meeting and shall occur during the PM peak hour (4:00 PM to 6:00 PM) along the roadways within the study network and for the following intersections:
      - County Line Road and Shady Hills Road
      - County Line Road and Suncoast Parkway

4) Trip Generation:
   a. The trip generation will be based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, 2021.
   b. The trip generation for the Concrete Batch Plant will be based on the estimation of trucks to be provided by the operator.

5) Passerby Capture:
   a. Passerby capture will be based on the methodology outlined in the ITE Trip Generation Manual, 11th Edition.

6) Background Growth Procedure:
   a. The background traffic to be utilized in the analysis will be calculated as follows:
      i. PM peak hour turning movement counts will be conducted at the intersections within the study network.
      ii. The existing counts will be adjusted to peak season based on the FDOT Seasonal Adjustment Factors.
      iii. The peak season volumes will be adjusted to the build out year based on a 2% per year growth rate, which includes exempt trips.

7) Distribution and Assignment:
   a. The distribution of the project traffic will be based on the percentage shown in Figure 1.

8) Analysis:
   a. FDOT Generalized Capacities, Artplan and/or SYNCHRO will be used to complete the Timing & Phasing portion of the analysis.

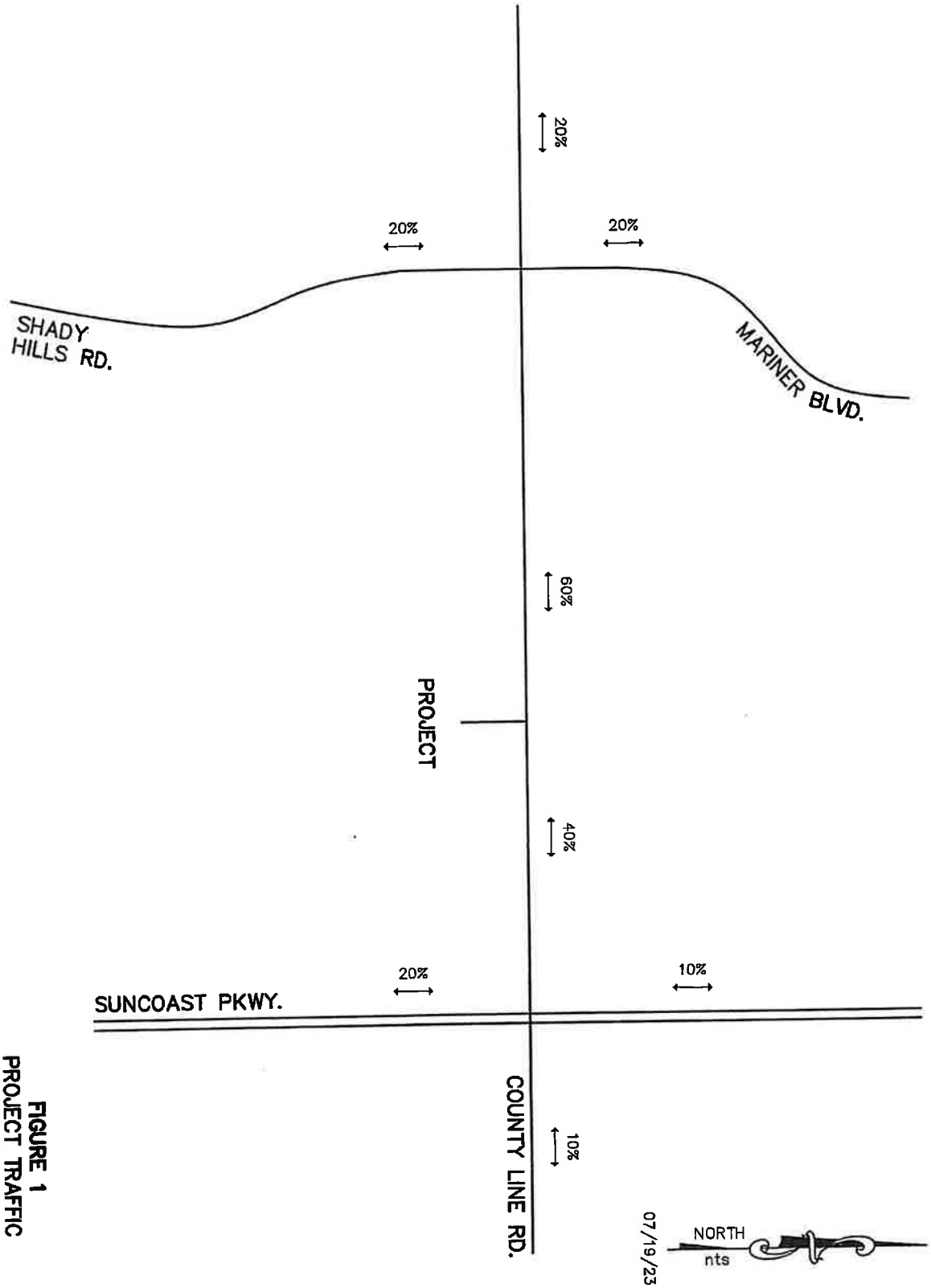


FIGURE 1
PROJECT TRAFFIC DISTRIBUTION

b. Existing G/C ratios will be based on the Pasco County/DOT timing sheets.
c. The improvements required to meet the adopted level of service identified in the comprehensive plan for the purpose of CIP development for each roadway within the study network will be identified for informational purposes only.

Access Management Analysis:

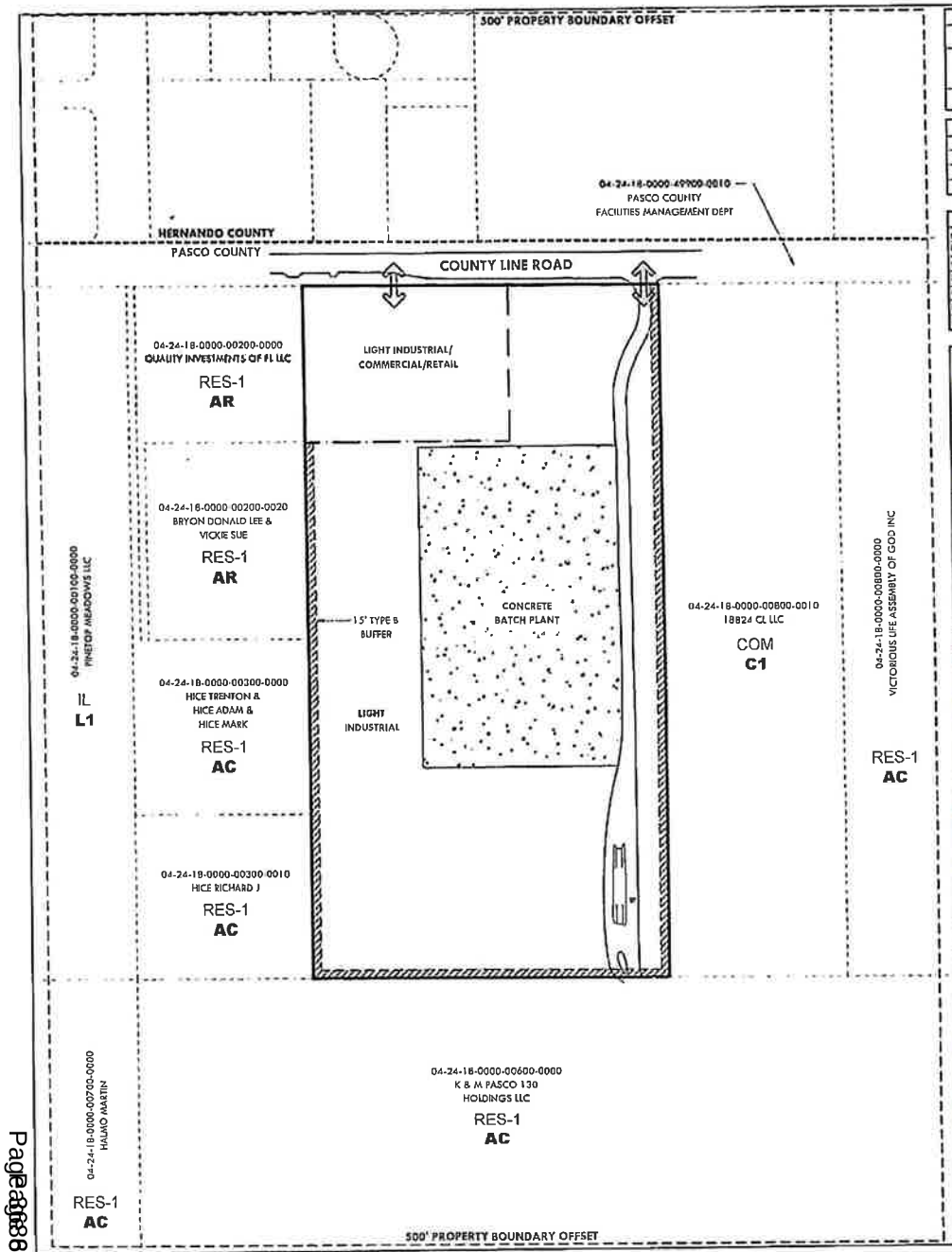
An Access Management Analysis will be conducted for the intersection of County Line Road and project access.

The analysis will be based on the parameters outlined in the Timing & Phasing Analysis, except for the following:

a. The analysis shall include exempt and non-exempt project traffic for both the AM and PM peak hour.
b. The signalized project accesses will be evaluated utilizing SYNCHRO model/software.
c. The unsignalized project accesses will be evaluated using the HCS and/or SYNCHRO model/software.
d. The required length of the turn lanes at the project accesses will be determined.

The current version of Transportation Analysis Guidelines will be used for parameters not specifically mentioned here.

SITE PLAN



NON-RESIDENTIAL LOT STANDARDS

Product Type	Minimum Lot Dimensions		Minimum Setbacks							Maximum	
	Lot Width	Lot Depth	Side (Structure to Structure)	Side (Structure to Parking)	Side (Structure to Public R/W)	Front (Structure to Parking)	Front (Structure to Public R/W)	Rear (Structure to Parking)	Rear (Structure to Public R/W)	Lot Coverage	Building Height
Non-Residential	0'	0'	5'	5'	0'	5'	10'	5'	0'	100%	65'

LAND USE DATA TABLE	
LAND USE	MAXIMUM
Commercial/Retail	30,000 Sq. Ft.
Light Industrial	150,000 Sq. Ft.
Concrete Batch Plant	5 acres

PROJECT DATA TABLE	
Gross Acres	19.40 acres
Upland Acres	19.40 acres
Wetlands	0.0 acres
Existing Zoning	C1, AC
Proposed Zoning	MPUD
Existing FLU	COM, RES-1
Proposed FLU	PD

NOTES

1. ACCESS POINTS SHOWN ON PLAN ARE CONCEPTUAL. FINAL LOCATIONS SHALL BE DETERMINED AT TIME OF PDP/CP WITHOUT REQUIRING AN MPUD MODIFICATION.
2. PERMITTED USES SHALL BE THOSE ALLOWED UNDER THE C-3 AND I-2 ZONING DISTRICTS.
3. OFFICE IS A PERMITTED USE WITHIN THE COMMERCIAL/LIGHT INDUSTRIAL LAND USE CATEGORY.
4. LOCATION OF LAND USES ARE CONCEPTUAL AND SHALL BE DETERMINED AT TIME OF PDP/CP.
5. THE SITE LIES WITHIN PASCO COUNTY UTILITIES (WATER/WASTEWATER) AND TAMPA ELECTRIC COMPANY ELECTRIC SERVICE AREA. FIRE & RESCUE/EMS IS PROVIDED BY PASCO COUNTY. GAS/TELEPHONE IS PROVIDED BY PRIVATE PROVIDERS.
6. PROPOSED SITE DATA TABLE ARE ESTIMATES BASED ON CONCEPT PLAN AND SUBJECT TO CHANGE WITH FINAL ENGINEERING.
7. PENDING DEVELOPMENT, INTERIM SILVICULTURAL AND/OR AGRICULTURAL ACTIVITIES SHALL BE PERMITTED UNTIL COMMENCEMENT FOR THAT PORTION OF THE PROPOSED DEVELOPMENT.
8. THE PROPERTY IS WITHIN THE NORTH MARKET AREA. IT IS WITHIN FEMA ZONE X AND WITHIN THE PITHLACHASCOTEE WATERSHED, AND THE HERNANDO SANDHILLS ECOLOGICAL PLANNING UNIT. THE PROPERTY IS NOT WITHIN THE URBAN CONCENTRATION AREA, TRANSIT CENTER OVERLAY, SIGNIFICANT HABITAT AREA, WELLHEAD PROTECTION AREA OR OBSERVED FLOODING AREA.



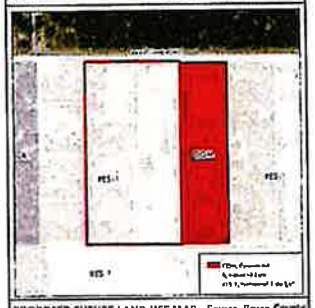
MAJOR PROJECTS & EXISTING / PROPOSED VISION ROADS



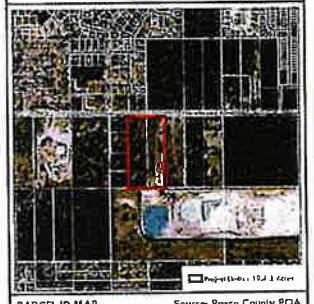
SOILS MAP Source: NRCS / Pasco County



PROPOSED ZONING MAP Source: Pasco County



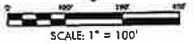
PROPOSED FUTURE LAND USE MAP Source: Pasco County



PARCEL ID MAP Source: Pasco County POA



5' FT CONTOUR MAP Source: Pasco Lidar



SCALE: 1" = 100'

LEGEND

- PROJECT BOUNDARY
- 500' PROPERTY BOUNDARY OFFSET
- CONCEPTUAL LOCATION OF 1-2 UNITS
- POTENTIAL COMMERCIAL LOCATION
- BUFFER
- EXISTING ACCESS POINT
- CONCEPTUAL ACCESS POINT
- AC — ZONING
- RES-3 — FUTURE LAND USE

VICINITY MAP



Section 18, Township 26 S., Range 19E., Pasco County, Florida

AERIAL MAP



MASTER DEVELOPMENT PLAN
PASCO MINE MPUD

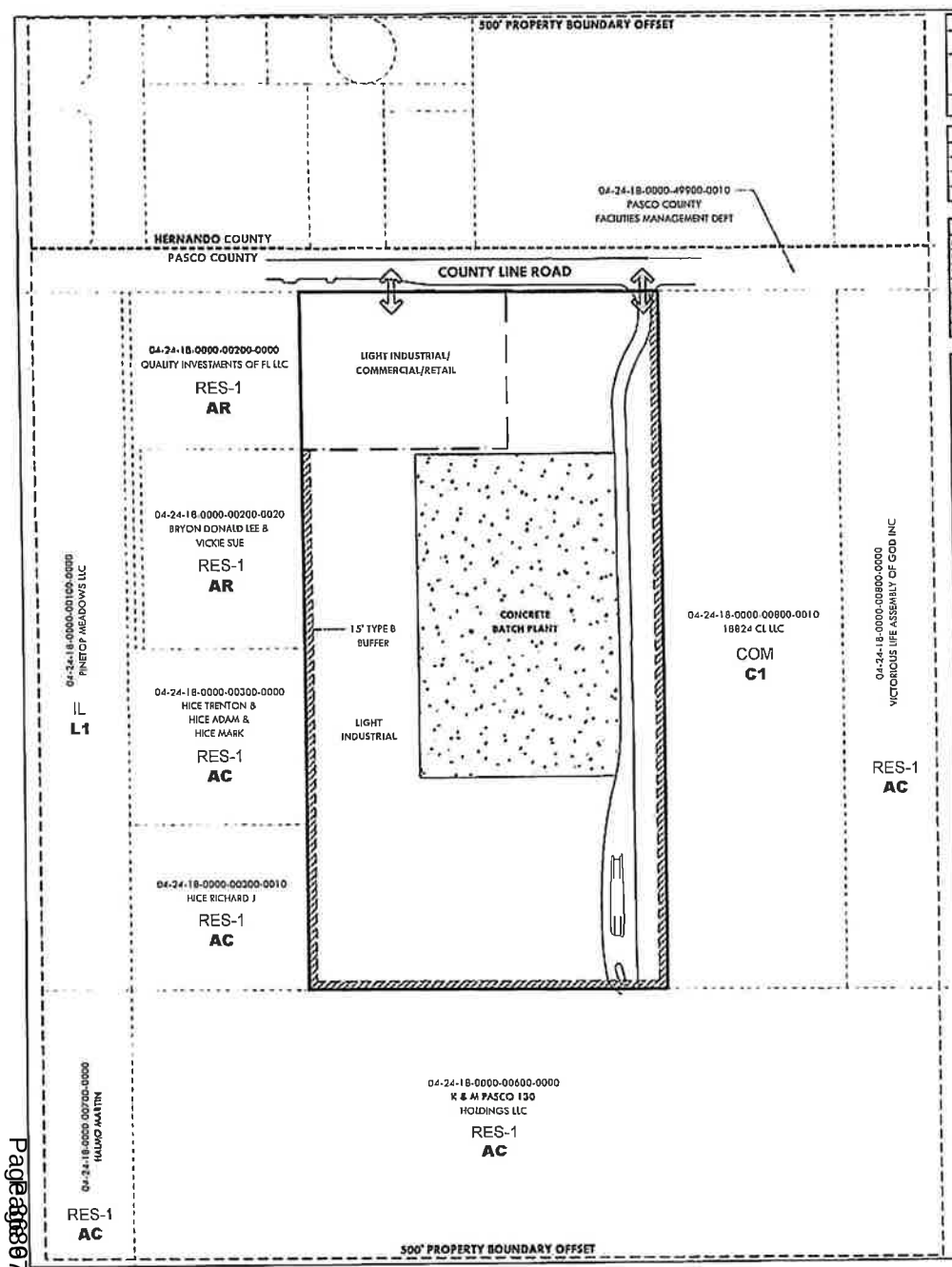
Pasco County, Florida
Rezoning Petition No: XX-XXXX

REVISIONS	
DESCRIPTION	DATE

PREPARED FOR

APG

3801 AVALON PARK EAST BLVD, SUITE 400
ORLANDO, FL 32828



NON-RESIDENTIAL LOT STANDARDS

	Minimum Lot Dimensions		Minimum Setbacks							Maximum	
Product Type	Lot Width	Lot Depth	Side (Structure to Structure)	Side (Structure to Parking)	Side (Structure to Public R/W)	Front (Structure to Parking)	Front (Structure to Public R/W)	Rear (Structure to Parking)	Rear (Structure to Public R/W)	Lot Coverage	Building Height
Non-Residential	0'	0	5'	5'	0'	5'	10'	5'	0'	100%	65'

LAND USE DATA TABLE

LAND USE	MAXIMUM
Commercial/Retail	70,000 Sq. Ft.
Light Industrial	150,000 Sq. Ft.
Concrete Batch Plant	5 acres

PROJECT DATA TABLE

Gross Acres	19.40 acres
Upland Acres	19.40 acres
Wetlands	0.0 acres
Existing Zoning	C1, AC
Proposed Zoning	MPUD
Existing FLU	CDSA, RES-1
Proposed FLU	PD

NOTES

1. ACCESS POINTS SHOWN ON PLAN ARE CONCEPTUAL. FINAL LOCATIONS SHALL BE DETERMINED AT TIME OF PDP/CP WITHOUT REQUIRING AN MPUD MODIFICATION.
2. PERMITTED USES SHALL BE THOSE ALLOWED UNDER THE C-1 AND I-2 ZONING DISTRICTS.
3. OFFICE IS A PERMITTED USE WITHIN THE COMMERCIAL/LIGHT INDUSTRIAL LAND USE CATEGORY.
4. LOCATION OF LAND USES ARE CONCEPTUAL AND SHALL BE DETERMINED AT TIME OF PDP/CP.
5. THE SITE LIES WITHIN PASCO COUNTY UTILITIES (WATER/WASTEWATER) AND TAMPA ELECTRIC COMPANY ELECTRIC SERVICE AREA. FIRE & RESCUE/EMS IS PROVIDED BY PASCO COUNTY. CABLE/TELEPHONE IS PROVIDED BY PRIVATE PROVIDERS.
6. PROPOSED SITE DATA TABLE ARE ESTIMATES BASED ON CONCEPT PLAN AND SUBJECT TO CHANGE WITH FINAL ENGINEERING.
7. PENDING DEVELOPMENT, INTERIM AGRICULTURAL AND/OR AGRICULTURAL ACTIVITIES SHALL BE PERMITTED UNTIL COMMENCEMENT FOR THAT PORTION OF THE PROPOSED DEVELOPMENT.
8. THE PROPERTY IS WITHIN THE NORTH MARKET AREA. IT IS WITHIN FEMA ZONE X AND WITHIN THE PITHLACHASCOTEE WATERSHED, AND THE HERNANDO SWAMP ECOLOGICAL PLANNING UNIT. THE PROPERTY IS NOT WITHIN THE URBAN CONCENTRATION AREA, TRANSIT CENTER OVERLAY, DOWNTOWN MARKET AREA, WELLHEAD PROTECTION AREA OR DESIGNATED FLOOD WAY AREA.



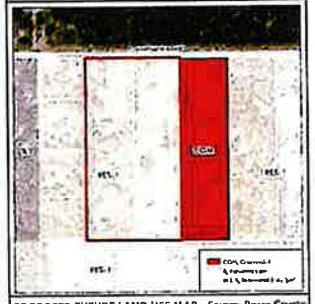
MAJOR PROJECTS & EXISTING / PROPOSED VISION ROADS



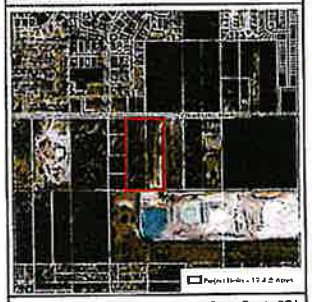
SOILS MAP Source: NRCS / Pasco County



PROPOSED ZONING MAP Source: Pasco County



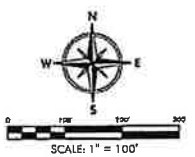
PROPOSED FUTURE LAND USE MAP Source: Pasco County



PARCEL ID MAP Source: Pasco County POA



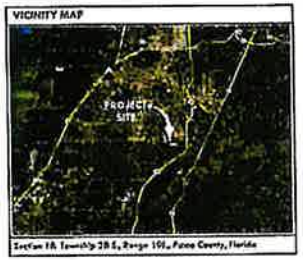
5' FT CONTOUR MAP Source: Pasco Lidar



SCALE: 1" = 100'

LEGEND

- PROJECT BOUNDARY
- 500' PROPERTY BOUNDARY OFFSET
- CONCEPTUAL LOCATION OF I-2 USES
- POTENTIAL COMMERCIAL LOCATION
- BUFFER
- EXISTING ACCESS POINT
- CONCEPTUAL ACCESS POINT
- AC — ZONING
- RES-3 — FUTURE LAND USE



Section 18, Township 26 S., Range 19E., Pasco County, Florida



MASTER DEVELOPMENT PLAN
PASCO MINE MPUD

Pasco County, Florida
Rezoning Petition No: XX-XXXX

PREPARED FOR

APG

3301 AVALON PARK EAST BLVD.
SUITE 400
ORLANDO, FL 32828

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ITE – TRIP GENERATION MANUAL, 11TH EDITION

PERIOD SETTING

Analysis Name :	Weekday		
Project Name :	COUNTY LINE MINE	**No :**	
Date:	8/23/2023	**City:**	
State/Province:		**Zip/Postal Code:**	
Country:		**Client Name:**	
Analyst's Name:	KE	**Edition:**	Trip Generation Manual, 11th Ed

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
822 - Strip Retail Plaza (<40k) (General Urban/Suburban)	1000 Sq. Ft. GLA	30	Weekday	Average 54.45	817(0) 50%	817(0) 50%	1634(0)
110 - General Light Industrial (General Urban/Suburban)	1000 Sq. Ft. GFA	150	Weekday	Best Fit (LIN) T = 3.76 (X)+50.47	307 50%	307 50%	614

(0) indicates small sample size, use carefully.

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
822 - Strip Retail Plaza (<40k)	0 %	817	0 %	817
110 - General Light Industrial	0 %	307	0 %	307

INTERNAL TRIPS

822 - Strip Retail Plaza (<40k)

Exit 817 Demand Exit: 0 % (0) Balanced: 0

Entry 817 Demand Entry: 0 % (0) Balanced: 0

110 - General Light Industrial

Demand Entry: 0 % (0) **Entry** 307

Demand Exit: 0 % (0) **Exit** 307

822 - Strip Retail Plaza (<40k)

	Total Trips	Internal Trips		External Trips
		110 - General Light Industrial	Total	
Entry	817 (100%)	0 (0%)	0 (0%)	817 (100%)
Exit	817 (100%)	0 (0%)	0 (0%)	817 (100%)
Total	1634 (100%)	0 (0%)	0 (0%)	1634 (100%)

110 - General Light Industrial

Total Trips	Internal Trips	External Trips

		822 - Strip Retail Plaza (<40k)	Total	
Entry	307 (100%)	0 (0%)	0 (0%)	307 (100%)
Exit	307 (100%)	0 (0%)	0 (0%)	307 (100%)
Total	614 (100%)	0 (0%)	0 (0%)	614 (100%)

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
822 - Strip Retail Plaza (<40k)	1634	0	0	1634
110 - General Light Industrial	614	0	0	614

ITE DEVIATION DETAILS

Weekday

Landuse — No deviations from ITE.

Methods — No deviations from ITE.

External Trips — 822 - Strip Retail Plaza (<40k) (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

110 - General Light Industrial (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

SUMMARY

Total Entering	1124
Total Exiting	1124
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	1124
Total Exiting Non-Pass-by Trips	1124

PERIOD SETTING

Analysis Name :	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.		
Project Name :	COUNTY LINE MINE	**No :**	
Date:	8/23/2023	**City:**	
State/Province:		**Zip/Postal Code:**	
Country:		**Client Name:**	
Analyst's Name:	KE	**Edition:**	Trip Generation Manual, 11th Ed

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
822 - Strip Retail Plaza (<40k) (General Urban/Suburban)	1000 Sq. Ft. GLA	30	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average 2.36	43(0) 61%	28(0) 39%	71(0)
110 - General Light Industrial (General Urban/Suburban)	1000 Sq. Ft. GFA	150	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Best Fit (LIN) T = 0.68 (X)+3.81	93 88%	13 12%	106

(0) indicates small sample size, use carefully.

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
822 - Strip Retail Plaza (<40k)	0 %	43	0 %	28
110 - General Light Industrial	0 %	93	0 %	13

INTERNAL TRIPS

822 - Strip Retail Plaza (<40k)

Exit 28 Demand Exit: 0 % (0) Balanced: 0

Entry 43 Demand Entry: 0 % (0) Balanced: 0

110 - General Light Industrial

Demand Entry: 0 % (0) **Entry** 93

Demand Exit: 0 % (0) **Exit** 13

822 - Strip Retail Plaza (<40k)

	Total Trips	Internal Trips		External Trips
		110 - General Light Industrial	Total	
Entry	43 (100%)	0 (0%)	0 (0%)	43 (100%)

Exit	28 (100%)	0 (0%)	0 (0%)	28 (100%)
Total	71 (100%)	0 (0%)	0 (0%)	71 (100%)

110 - General Light Industrial

	Total Trips	Internal Trips		External Trips
		822 - Strip Retail Plaza (<40k)	Total	
Entry	93 (100%)	0 (0%)	0 (0%)	93 (100%)
Exit	13 (100%)	0 (0%)	0 (0%)	13 (100%)
Total	106 (100%)	0 (0%)	0 (0%)	106 (100%)

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
822 - Strip Retail Plaza (<40k)	71	0	0	71
110 - General Light Industrial	106	0	0	106

ITE DEVIATION DETAILS

Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.

Landuse — No deviations from ITE.

Methods — No deviations from ITE.

External Trips — 822 - Strip Retail Plaza (<40k) (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

110 - General Light Industrial (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

SUMMARY

Total Entering	136
Total Exiting	41
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0

Total Entering Non-Pass-by Trips	136
Total Exiting Non-Pass-by Trips	41

PERIOD SETTING

Analysis Name :	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.		
Project Name :	COUNTY LINE MINE	**No :**	
Date:	8/23/2023	**City:**	
State/Province:		**Zip/Postal Code:**	
Country:		**Client Name:**	
Analyst's Name:	KE	**Edition:**	Trip Generation Manual, 11th Ed

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
822 - Strip Retail Plaza (<40k) (General Urban/Suburban)	1000 Sq. Ft. GLA	30	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LOG) Ln(T) = 0.71Ln(X) +2.72	85 50%	85 50%	170
110 - General Light Industrial (General Urban/Suburban)	1000 Sq. Ft. GFA	150	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LOG) Ln(T) = 0.72Ln(X) +0.38	8 15%	46 85%	54

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
822 - Strip Retail Plaza (<40k)	0 %	85	0 %	85
110 - General Light Industrial	0 %	8	0 %	46

INTERNAL TRIPS

822 - Strip Retail Plaza (<40k)

Exit 85 Demand Exit: 0 % (0) Balanced: 0

Entry 85 Demand Entry: 0 % (0) Balanced: 0

110 - General Light Industrial

Demand Entry: 0 % (0) **Entry** 8

Demand Exit: 0 % (0) **Exit** 46

822 - Strip Retail Plaza (<40k)

	Total Trips	Internal Trips		External Trips
		110 - General Light Industrial	Total	
Entry	85 (100%)	0 (0%)	0 (0%)	85 (100%)
Exit	85 (100%)	0 (0%)	0 (0%)	85 (100%)

Total	170 (100%)	0 (0%)	0 (0%)	170 (100%)

110 - General Light Industrial

	Total Trips	Internal Trips		External Trips
		822 - Strip Retail Plaza (<40k)	Total	
Entry	8 (100%)	0 (0%)	0 (0%)	8 (100%)
Exit	46 (100%)	0 (0%)	0 (0%)	46 (100%)
Total	54 (100%)	0 (0%)	0 (0%)	54 (100%)

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
822 - Strip Retail Plaza (<40k)	170	0	0	170
110 - General Light Industrial	54	0	0	54

ITE DEVIATION DETAILS

Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.

Landuse — No deviations from ITE.

Methods — No deviations from ITE.

External Trips — 822 - Strip Retail Plaza (<40k) (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

110 - General Light Industrial (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

SUMMARY

Total Entering	93
Total Exiting	131
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	93

Total Exiting Non-Pass-by Trips 131

BATCH PLANT TRIP GENERATION DATA

Steven Henry

From: Eric Wills <ewills@avalonparkgroup.com>
Sent: Tuesday, June 13, 2023 2:55 PM
To: Steven Henry
Subject: FW: Pasco Mine Concrete Batch Plant Trips

Steve, following up on my email below. Does this give you what you need to get going? Ready to roll.

Eric

Eric Wills
Director of Land Development at Avalon Park Group
A 3801 Avalon Park Blvd. East, Ste. 400
Orlando, FL 32828
P 407.658.6565 Ext. 508 **M** 407-948-5622
E EWills@AvalonParkGroup.com
W https://www.avalonparkgroup.com/

From: Eric Wills
Sent: Thursday, June 8, 2023 2:17 PM
To: Steven Henry <shenry@lincks.com>
Cc: Sales Pasco Mine <sales@pascomine.com>
Subject: Pasco Mine Concrete Batch Plant Trips

Good morning Steve, I went over the projected new trips for the concrete batch plant with the gentleman who handles sales at the mine and who also ran a concrete batch plant at one time.

Basically 12 trucks are running three rounds between 7:00 a.m. and 1:00 p.m. Things taper off in the afternoon with only about three trucks going out for odds-and-ends in the afternoon. Below is a projected distribution of trips for a typical day.

Employees arrive : 6:30 to 7:30= 11. Employees arrive 7:30 to 8:30 = 5
Employees depart: 4:30 to 5:30 = 11. Employees depart 5:30 to 6;30= 5

Concrete trucks departing and arriving:
7 to 8 am = 6 leaving
8 to 9 am = 6 leaving
9 to 10 am = 6 arriving and 6 leaving
10 to 11 am = 6 arriving and 6 leaving
11 to 12 pm = 6 leaving and 6 leaving

12 to 1 pm = 6 leaving and 6 leaving
1 to 2 pm = 6 arriving and 3 leaving
2 to 3 pm = 6 arriving and 0 leaving
3 to 4 pm = 1 arriving
4 to 5 pm = 2 arriving
Total concrete truck trips in and out = 78

Let me know if something doesn't seem right or any issues with the projected distribution.

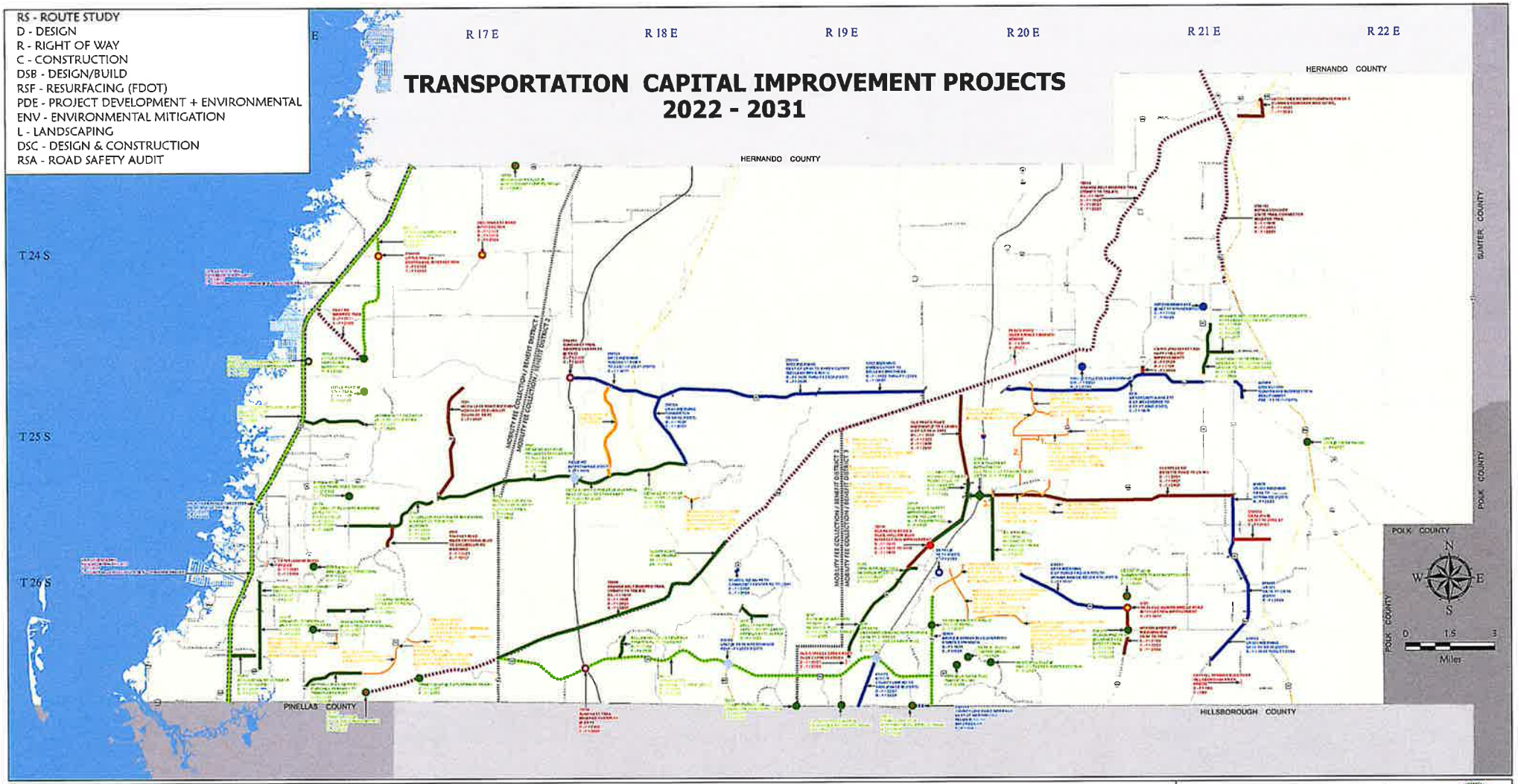
Eric

Eric Wills
Director of Land Development at Avalon Park Group
A 3801 Avalon Park Blvd. East, Ste. 400
Orlando, FL 32828
P 407.658.6565 Ext. 508 **M** 407-948-5622
E EWills@AvalonParkGroup.com
W https://www.avalonparkgroup.com/

PASCO COUNTY CIP

RS - ROUTE STUDY
D - DESIGN
R - RIGHT OF WAY
C - CONSTRUCTION
DSB - DESIGN/BUILD
RSF - RESURFACING (FDOT)
PDE - PROJECT DEVELOPMENT + ENVIRONMENTAL
ENV - ENVIRONMENTAL MITIGATION
L - LANDSCAPING
DSC - DESIGN & CONSTRUCTION
RSA - ROAD SAFETY AUDIT

TRANSPORTATION CAPITAL IMPROVEMENT PROJECTS 2022 - 2031



- LIGHTING
- ATMS/ITS
- COUNTY PROJECTS (2022-2026)
- LANDSCAPING
- FDOT FUNDED SIDEWALK PROJECT
- FDOT PROJECTS *(Construction Outside 5 Year CIP - Dates Tentative)*
- tiflines
- FDOT RESURFACING PROJECTS
- COUNTY PROJECTS (2027-2031)
- PENNY FOR PASCO BIKE/PED TRAILS
- PENNY FOR PASCO PROJECTS
- TRANSPORTATION IMPROVEMENTS (STATE FUNDED)
- DEVELOPER PROJECTS
- COUNTY BRIDGE
- FDOT BRIDGE
- BIKE/PED OVERPASS
- FDOT FUNDED INTERCHANGE
- COUNTY INTERSECTION IMPROVEMENTS (2022 -2026)
- PENNY FOR PASCO INTERSECTION IMPROVEMENTS
- SIGNALIZATION PROJECTS
- INTERCHANGE
- COUNTY ROUNDABOUT
- FDOT ROUNDABOUT

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Pasco County, Florida
Geographic Information Systems
(G.I.S.)
Engineering Services

Title: Pasco County Transportation Capital Improvement Projects 2022 - 2031

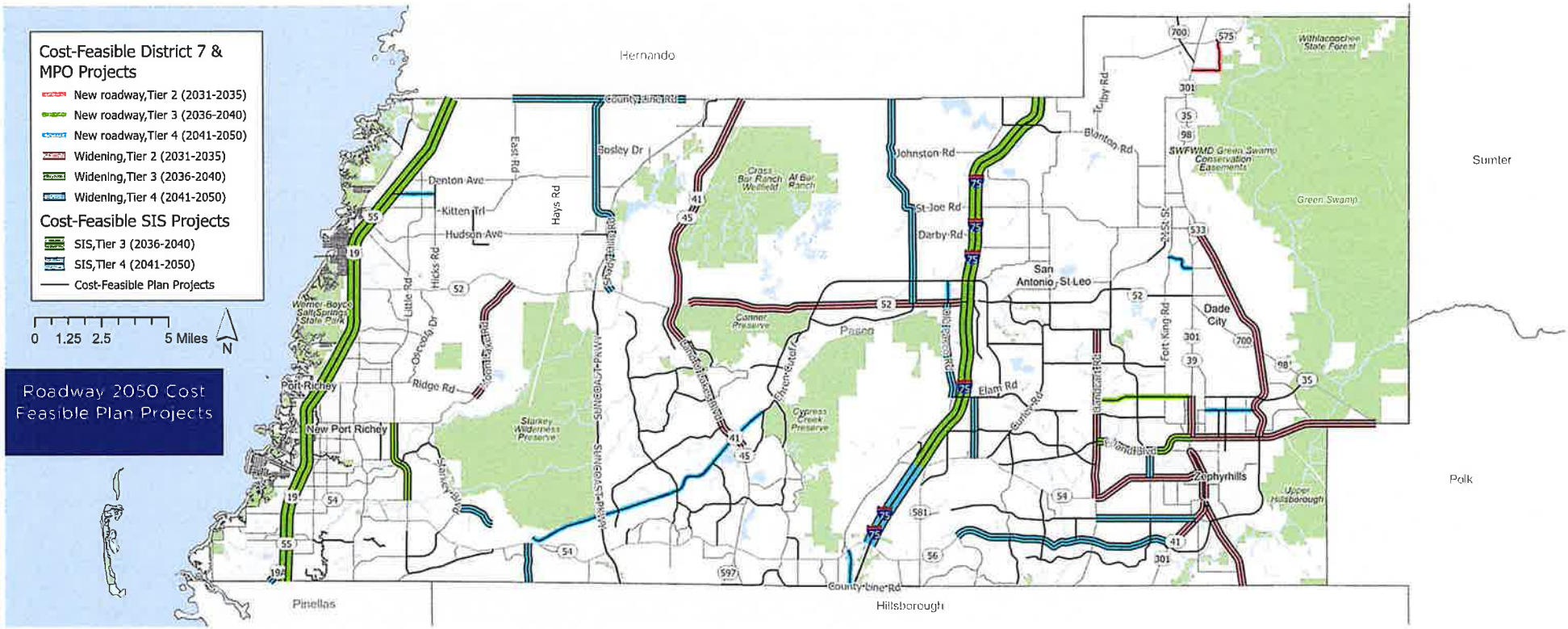
Created Date:	1/4/2022
Created By:	NDelman
Updated:	
Checked By	DB

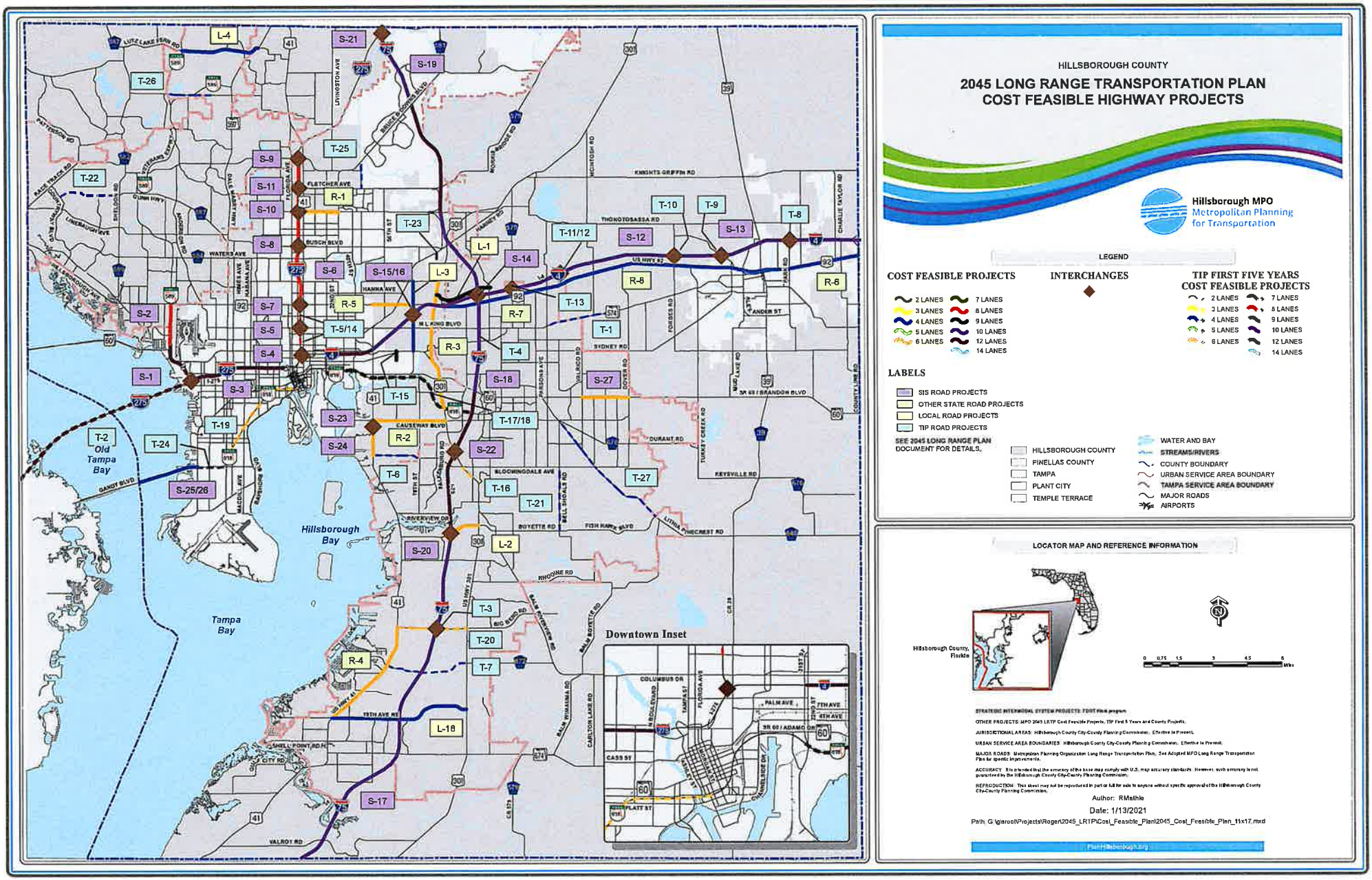
This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the minimum technical standards under the Florida Administrative Code 61G17-6. The Pasco County Board of County Commissioners does not accept any responsibility for errors or omissions of any kind contained in the data herein. All products and derivatives from the data contained herein must retain this disclaimer.

PASCO COUNTY COST AFFORDABLE PLAN

COST FEASIBLE PLAN RESULTS

The cost feasible plan represents the culmination of combining the available revenues with the prioritized roadway capital projects. Each of these prioritized projects and its associated cost will be compared against the eligible revenue categories to determine whether it can be accommodated within the cost feasible plan. Projects that are not able to be fully funded within the cost feasible plan will be included in the illustrative project list.

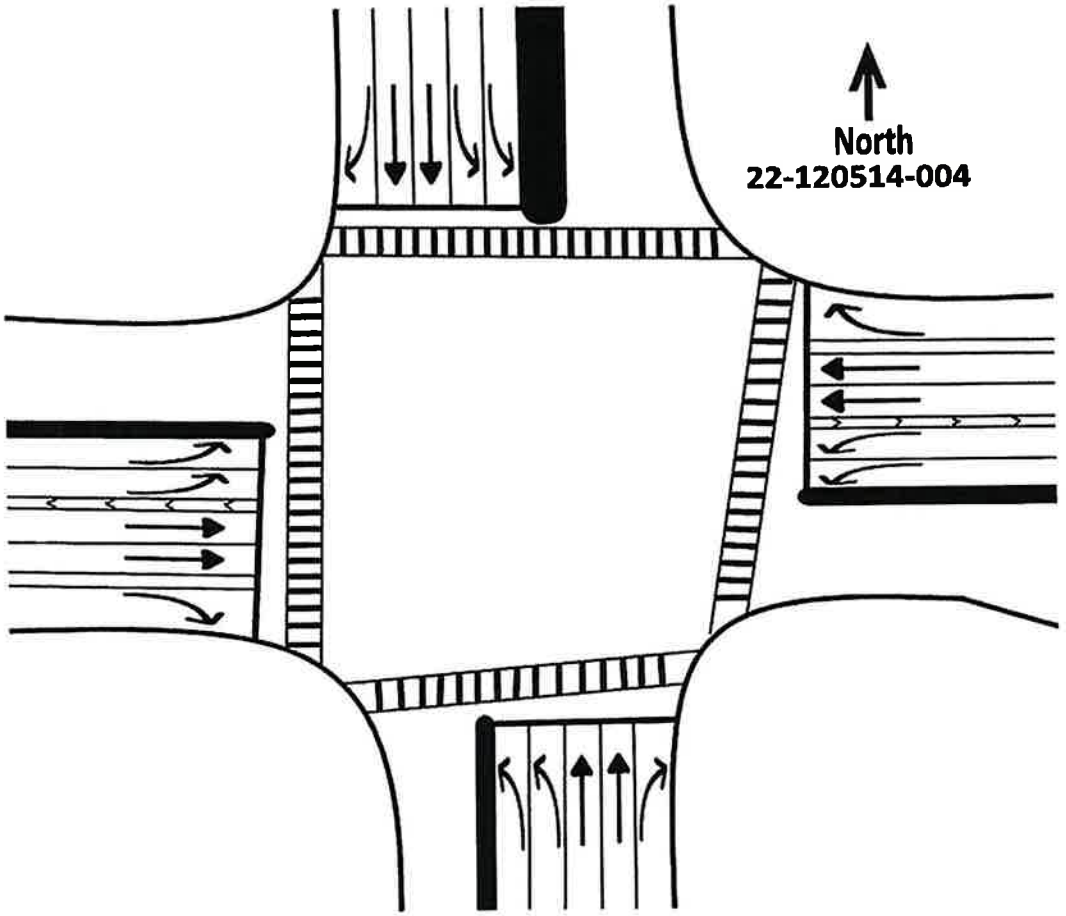



HILLSBOROUGH COUNTY
2045 LONG RANGE TRANSPORTATION PLAN
COST FEASIBLE HIGHWAY PROJECTS
Hillsborough MPO
Metropolitan Planning for Transportation
LEGEND
COST FEASIBLE PROJECTS
2 LANES
3 LANES
4 LANES
5 LANES
6 LANES
7 LANES
8 LANES
9 LANES
10 LANES
12 LANES
14 LANES
INTERCHANGES
TIP FIRST FIVE YEARS COST FEASIBLE PROJECTS
LABELS
SIS ROAD PROJECTS
OTHER STATE ROAD PROJECTS
LOCAL ROAD PROJECTS
TIP ROAD PROJECTS
SEE 2045 LONG RANGE PLAN DOCUMENT FOR DETAILS.
HILLSBOROUGH COUNTY
PINELLAS COUNTY
TAMPA
PLANT CITY
TEMPLE TERRACE
WATER AND BAY
STREAMS/RIVERS
COUNTY BOUNDARY
URBAN SERVICE AREA BOUNDARY
TAMPA SERVICE AREA BOUNDARY
MAJOR ROADS
AIRPORTS
LOCATOR MAP AND REFERENCE INFORMATION
Hillsborough County, Florida
Downtown Inset
Hillsborough Bay
Tampa Bay
Old Tampa Bay
Author: RMathe
Date: 1/13/2021
Path: G:\gisroot\Projects\Roger\2045_LRTP\Cost_Feasible_Plan\2045_Cost_Feasible_Plan_11x17.mxd
PlanHillsborough.org

TURNING MOVEMENT COUNTS

National Data & Surveying Services

N↑ | N/S Street: **Shady Hills Rd/Mariner Blvd** | Speed: **45 MPH**



E/W Street: **County Line Rd/CR 578** | Speed: **50 MPH**

Site Code: **22-120514-004**

Date: **12/01/2022**

Weather: **Sunny**

City: **Spring Hill**

County: **Hernando**

Count Times: **07:00 - 09:00**

16:00 - 18:00

Control: **Signalized**

SIGNAL TIMING

PHASES	1	2	3
SL/ST/WR	00:26	00:28	00:27
NT/ST	00:14	00:13	00:13
NL/NT/ER	00:22	00:21	00:23
WL/WT/NR	00:24	00:24	00:22
ET/WT	00:14	00:14	00:17
EL/ET/SR	00:30	00:30	00:28

Prepared by National Data & Surveying Services

Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578

Peak Hour Turning Movement Count

ID: 22-120514-004
City: Spring Hill

Day: Thursday
Date: 12/1/2022

PEAK HOURS

AM	07:15 AM - 08:15 AM
NOON	NONE
PM	04:45 PM - 05:45 PM

COUNT PERIODS

AM	7:00 AM - 09:00 AM
NOON	NONE
PM	4:00 PM - 06:00 PM

CONTROL: Signalized

	AM	NOON	PM
TEV	3055	0	3822
PHF	0.96		0.97

SOUTHBOUND — Shady Hills Rd/Mariner Blvd

AM	259	343	272	3	651	AM
NOON	0	0	0	0	0	NOON
PM	213	348	329	5	1125	PM

EASTBOUND — County Line Rd/CR 578

AM	NOON	PM	
882	0	1043	⇦
3	0	7	↶ 0
194	0	380	↱ 0
525	0	505	→ 0
89	0	89	↷ 0

WESTBOUND — County Line Rd/CR 578

PM	NOON	AM	
245	0	163	0 ↰
611	0	487	0 ←
206	0	151	0 ↶
18	0	11	0 ↶
1004	0	936	⇨

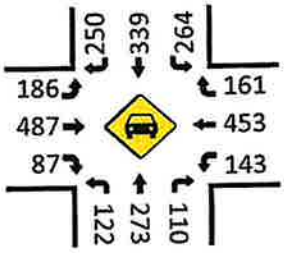
NORTHBOUND — Shady Hills Rd/Mariner Blvd

PM	650	7	212	495	152	PM
NOON	0	0	0	0	0	NOON
AM	586	3	133	291	128	AM

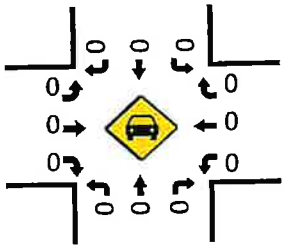
0 0 0 0 (↶ ← ↑ ↱)

0 0 0 0 (↰ ↓ ↳ ↶)

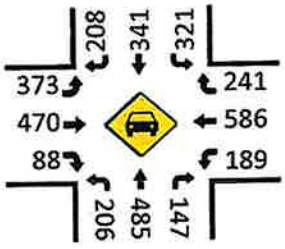
Cars (AM)



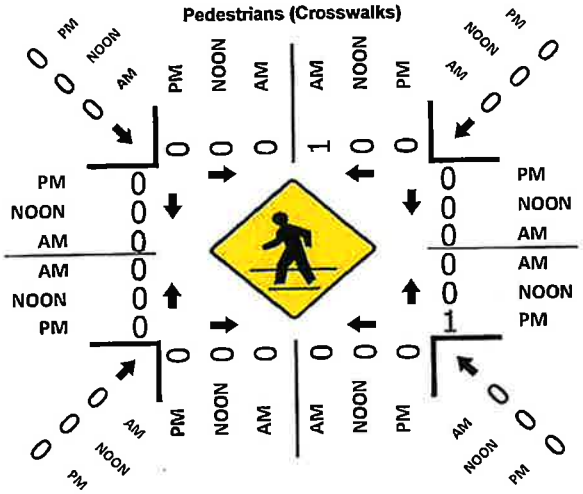
Cars (NOON)



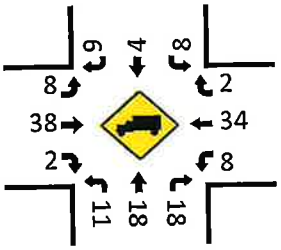
Cars (PM)



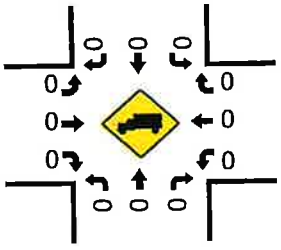
Pedestrians (Crosswalks)



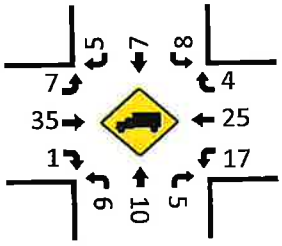
HT (AM)



HT (NOON)



HT (PM)



National Data & Surveying Services Intersection Turning Movement Count

Location: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
City: Spring Hill
Control: Signalized

Project ID: 22-120514-004
Date: 12/1/2022

Data - Total

NS/EW Streets:	Shady Hills Rd/Mariner Blvd				Shady Hills Rd/Mariner Blvd				County Line Rd/CR 578				County Line Rd/CR 578				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	28	45	32	0	72	89	57	1	30	102	22	0	41	64	34	1	618
7:15 AM	23	63	26	1	76	96	62	0	35	140	22	0	37	115	32	3	731
7:30 AM	38	87	46	0	60	99	70	0	55	126	21	0	44	113	36	2	797
7:45 AM	34	64	22	2	65	74	57	1	52	138	32	0	40	146	48	1	776
8:00 AM	38	77	34	0	71	74	70	2	52	121	14	3	30	113	47	5	751
8:15 AM	30	66	27	0	78	60	65	0	57	123	24	0	33	106	57	1	727
8:30 AM	32	70	22	2	60	72	62	1	63	94	18	0	25	133	53	4	711
8:45 AM	39	62	20	1	62	55	68	0	59	123	35	1	36	120	33	5	719
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	262	534	229	6	544	619	511	5	403	967	188	4	286	910	340	22	5830
APPROACH %'s :	25.41%	51.79%	22.21%	0.58%	32.40%	36.87%	30.43%	0.30%	25.80%	61.91%	12.04%	0.26%	18.36%	58.41%	21.82%	1.41%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	133	291	128	3	272	343	259	3	194	525	89	3	151	487	163	11	3055
PEAK HR FACTOR :	0.875	0.836	0.696	0.375	0.895	0.866	0.925	0.375	0.882	0.938	0.695	0.250	0.858	0.834	0.849	0.550	0.958
		0.811				0.937				0.913				0.864			

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	37	107	45	1	81	79	54	0	77	149	18	2	37	143	63	4	897
4:15 PM	45	125	35	0	75	75	59	0	106	133	25	1	44	136	47	4	910
4:30 PM	55	109	39	3	71	62	63	0	97	142	23	1	39	163	65	5	937
4:45 PM	52	122	41	0	62	82	52	1	104	111	21	1	58	149	53	3	912
5:00 PM	55	125	41	1	91	88	57	2	108	131	31	1	51	136	57	8	983
5:15 PM	48	120	30	1	83	87	45	0	93	131	19	4	53	166	67	2	949
5:30 PM	57	128	40	5	93	91	59	2	75	132	18	1	44	160	68	5	978
5:45 PM	48	121	37	2	62	86	68	1	81	115	15	1	24	118	71	6	856
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	397	957	308	13	618	650	457	6	741	1044	170	12	350	1171	491	37	7422
APPROACH %'s :	23.70%	57.13%	18.39%	0.78%	35.70%	37.55%	26.40%	0.35%	37.67%	53.08%	8.64%	0.61%	17.08%	57.15%	23.96%	1.81%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	212	495	152	7	329	348	213	5	380	505	89	7	206	611	245	18	3822
PEAK HR FACTOR :	0.930	0.967	0.927	0.350	0.884	0.956	0.903	0.625	0.880	0.956	0.718	0.438	0.888	0.920	0.901	0.563	0.972
		0.941				0.913				0.905				0.938			

National Data & Surveying Services Intersection Turning Movement Count

Location: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
City: Spring Hill
Control: Signalized

Project ID: 22-120514-004
Date: 12/1/2022

Data - Cars

NS/EW Streets:	Shady Hills Rd/Mariner Blvd				Shady Hills Rd/Mariner Blvd				County Line Rd/CR 578				County Line Rd/CR 578				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	25	45	26	0	71	87	54	1	28	93	22	0	38	61	32	1	584
7:15 AM	23	55	22	1	76	95	61	0	32	128	22	0	34	106	32	3	690
7:30 AM	37	86	35	0	58	98	67	0	53	110	21	0	41	105	35	2	748
7:45 AM	27	62	21	2	62	73	57	1	50	132	30	0	40	135	47	1	740
8:00 AM	35	70	32	0	68	73	65	2	51	117	14	3	28	107	47	4	716
8:15 AM	27	64	26	0	76	58	64	0	56	109	20	0	28	97	55	1	681
8:30 AM	30	67	18	2	58	72	62	1	60	88	17	0	22	115	51	4	667
8:45 AM	37	61	17	1	61	53	67	0	56	116	32	1	32	110	33	5	682
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	241	510	197	6	530	609	497	5	386	893	178	4	263	836	332	21	5508
APPROACH %'s :	25.26%	53.46%	20.65%	0.63%	32.30%	37.11%	30.29%	0.30%	26.42%	61.12%	12.18%	0.27%	18.11%	57.58%	22.87%	1.45%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	122	273	110	3	264	339	250	3	186	487	87	3	143	453	161	10	2894
PEAK HR FACTOR :	0.824	0.794	0.786	0.375	0.868	0.865	0.933	0.375	0.877	0.922	0.725	0.250	0.872	0.839	0.856	0.625	0.967
		0.804				0.922				0.900				0.860			

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	37	106	41	1	73	79	51	0	76	145	17	2	34	135	61	4	862
4:15 PM	45	124	33	0	74	74	58	0	106	122	25	0	40	125	46	4	876
4:30 PM	54	107	35	3	69	61	62	0	97	135	23	1	37	156	64	5	909
4:45 PM	51	121	41	0	60	80	50	1	102	103	21	1	55	136	52	3	877
5:00 PM	51	122	39	1	89	86	56	2	107	118	31	1	43	131	56	8	941
5:15 PM	48	116	28	1	82	85	43	0	91	126	18	4	50	161	66	2	921
5:30 PM	56	126	39	5	90	90	59	2	73	123	18	1	41	158	67	5	953
5:45 PM	47	120	36	2	59	85	67	1	81	112	15	1	22	114	71	6	839
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	389	942	292	13	596	640	446	6	733	984	168	11	322	1116	483	37	7178
APPROACH %'s :	23.78%	57.58%	17.85%	0.79%	35.31%	37.91%	26.42%	0.36%	38.66%	51.90%	8.86%	0.58%	16.45%	57.00%	24.67%	1.89%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	206	485	147	7	321	341	208	5	373	470	88	7	189	586	241	18	3692
PEAK HR FACTOR :	0.920	0.962	0.896	0.350	0.892	0.947	0.881	0.625	0.871	0.933	0.710	0.438	0.859	0.910	0.899	0.563	0.969
		0.935				0.908				0.912				0.927			

National Data & Surveying Services Intersection Turning Movement Count

Location: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
City: Spring Hill
Control: Signalized

Project ID: 22-120514-004
Date: 12/1/2022

Data - HT

NS/EW Streets:	Shady Hills Rd/Mariner Blvd				Shady Hills Rd/Mariner Blvd				County Line Rd/CR 578				County Line Rd/CR 578				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	3	0	6	0	1	2	3	0	2	9	0	0	3	3	2	0	34
7:15 AM	0	8	4	0	0	1	1	0	3	12	0	0	3	9	0	0	41
7:30 AM	1	1	11	0	2	1	3	0	2	16	0	0	3	8	1	0	49
7:45 AM	7	2	1	0	3	1	0	0	2	6	2	0	0	11	1	0	36
8:00 AM	3	7	2	0	3	1	5	0	1	4	0	0	2	6	0	1	35
8:15 AM	3	2	1	0	2	2	1	0	1	14	4	0	5	9	2	0	46
8:30 AM	2	3	4	0	2	0	0	0	3	6	1	0	3	18	2	0	44
8:45 AM	2	1	3	0	1	2	1	0	3	7	3	0	4	10	0	0	37
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	21	24	32	0	14	10	14	0	17	74	10	0	23	74	8	1	322
APPROACH %'s :	27.27%	31.17%	41.56%	0.00%	36.84%	26.32%	36.84%	0.00%	16.83%	73.27%	9.90%	0.00%	21.70%	69.81%	7.55%	0.94%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	11	18	18	0	8	4	9	0	8	38	2	0	8	34	2	1	161
PEAK HR FACTOR :	0.393	0.563	0.409	0.000	0.667	1.000	0.450	0.000	0.667	0.594	0.250	0.000	0.667	0.773	0.500	0.250	0.821
	0.904				0.583				0.667				0.938				

	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
PM	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	1	4	0	8	0	3	0	1	4	1	0	3	8	2	0	35
4:15 PM	0	1	2	0	1	1	1	0	0	11	0	1	4	11	1	0	34
4:30 PM	1	2	4	0	2	1	1	0	0	7	0	0	2	7	1	0	28
4:45 PM	1	1	0	0	2	2	2	0	2	8	0	0	3	13	1	0	35
5:00 PM	4	3	2	0	2	2	1	0	1	13	0	0	8	5	1	0	42
5:15 PM	0	4	2	0	1	2	2	0	2	5	1	0	3	5	1	0	28
5:30 PM	1	2	1	0	3	1	0	0	2	9	0	0	3	2	1	0	25
5:45 PM	1	1	1	0	3	1	1	0	0	3	0	0	2	4	0	0	17
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	8	15	16	0	22	10	11	0	8	60	2	1	28	55	8	0	244
APPROACH %'s :	20.51%	38.46%	41.03%	0.00%	51.16%	23.26%	25.58%	0.00%	11.27%	84.51%	2.82%	1.41%	30.77%	60.44%	8.79%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	6	10	5	0	8	7	5	0	7	35	1	0	17	25	4	0	130
PEAK HR FACTOR :	0.375	0.625	0.625	0.000	0.667	0.875	0.625	0.000	0.875	0.673	0.250	0.000	0.531	0.481	1.000	0.000	0.774
	0.583				0.833				0.768				0.676				

National Data & Surveying Services Intersection Turning Movement Count

Location: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
City: Spring Hill
Control: Signalized

Project ID: 22-120514-004
Date: 12/1/2022

Data - Bikes

NS/EW Streets:	Shady Hills Rd/Mariner Blvd				Shady Hills Rd/Mariner Blvd				County Line Rd/CR 578				County Line Rd/CR 578				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
APPROACH %'s :																	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	

	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
PM	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
APPROACH %'s :													0.00%	100.00%	0.00%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	

16853

National Data & Surveying Services Intersection Turning Movement Count

Location: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
City: Spring Hill

Project ID: 22-120514-004
Date: 12/1/2022

Data - Pedestrians (Crosswalks)

NS/EW Streets:	Shady Hills Rd/Mariner Blvd		Shady Hills Rd/Mariner Blvd		County Line Rd/CR 578		County Line Rd/CR 578		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0
7:45 AM	0	1	0	0	0	0	0	0	1
8:00 AM	0	0	0	0	0	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	1	0	0	0	0	0	0	1
APPROACH %'s :	0.00%	100.00%							
PEAK HR :	**07:15 AM - 08:15 AM**								TOTAL
PEAK HR VOL :	0	1	0	0	0	0	0	0	1
PEAK HR FACTOR :		0.250							0.250
	0.250								

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
4:00 PM	0	0	0	0	1	0	0	0	1
4:15 PM	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	1	0	0	0	1
5:00 PM	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	0	0	0	2	0	0	0	2
APPROACH %'s :					100.00%	0.00%			
PEAK HR :	**04:45 PM - 05:45 PM**								TOTAL
PEAK HR VOL :	0	0	0	0	1	0	0	0	1
PEAK HR FACTOR :					0.250				0.250
					0.250				

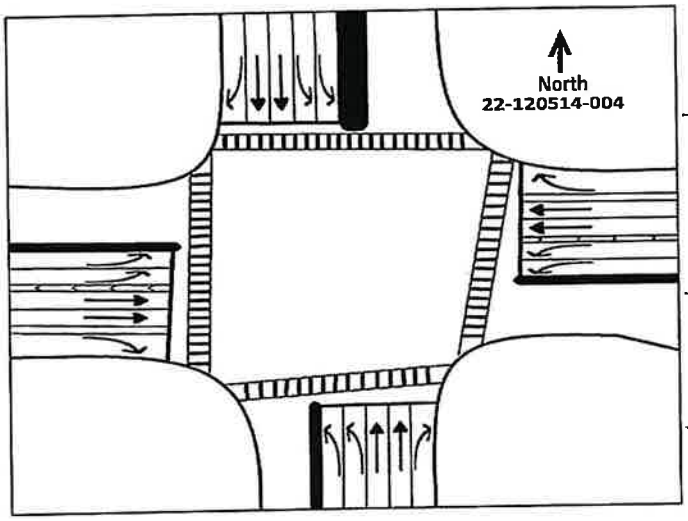
LOCATION: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
CITY/STATE: Spring Hill, FL

PROJECT ID: 22-120514-004
DATE: Thu, Dec 01, 2022

Peak-Hour: 07:15 AM - 08:15 AM
Peak 15-Minute: 07:30 AM - 07:45 AM

Peak Hour Factor: **0.96**

National Data & Surveying Services

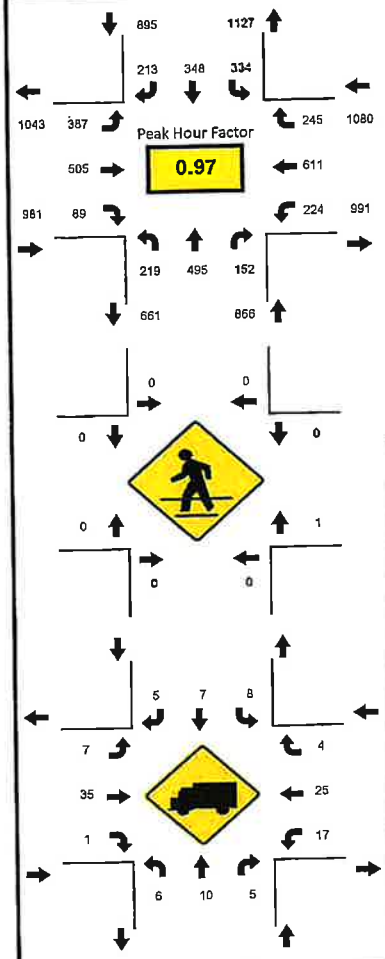


15-Min Count Period Beginning At	Shady Hills Rd/Mariner Blvd Northbound					Shady Hills Rd/Mariner Blvd Southbound					County Line Rd/CR 578 Eastbound					County Line Rd/CR 578 Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
07:00 AM	28	45	32	0		72	89	57	1		30	102	22	0		41	64	34	1		618	2922
07:15 AM	23	63	26	1		76	96	62	0		35	140	22	0		37	115	32	3		731	3055
07:30 AM	38	87	46	0		60	99	70	0		55	126	21	0		44	113	36	2		797	3051
07:45 AM	34	64	22	2		65	74	57	1		52	138	32	0		40	146	48	1		776	2965
08:00 AM	38	77	34	0		71	74	70	2		52	121	14	3		30	113	47	5		751	2908
08:15 AM	30	66	27	0		78	60	65	0		57	123	24	0		33	106	57	1		727	2157
08:30 AM	32	70	22	2		60	72	62	1		63	94	18	0		25	133	53	4		711	1430
08:45 AM	39	62	20	1		62	55	68	0		59	123	35	1		36	120	33	5		719	719
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	152	348	184	8		304	396	280	8		220	560	128	12		176	584	192	20		3572	
Heavy Trucks	28	32	44	0		12	4	20	0		12	64	8	0		12	44	4	4		284	
Pedestrians		0					4					0					0				4	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0	
Buses																						
Stopped Buses																						

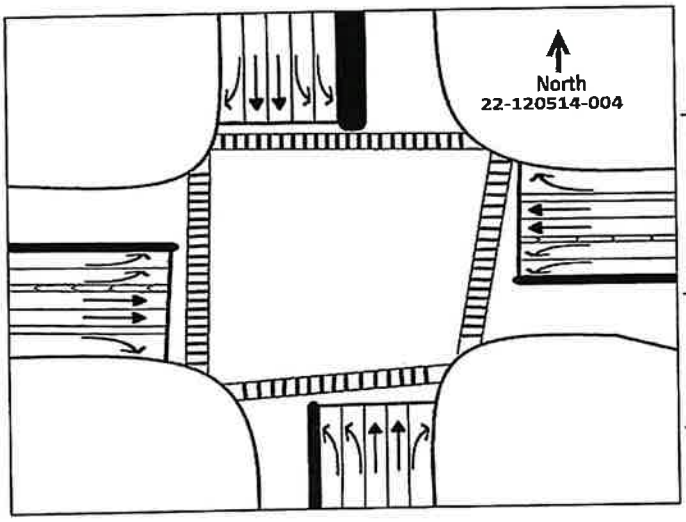
LOCATION: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
CITY/STATE: Spring Hill, FL

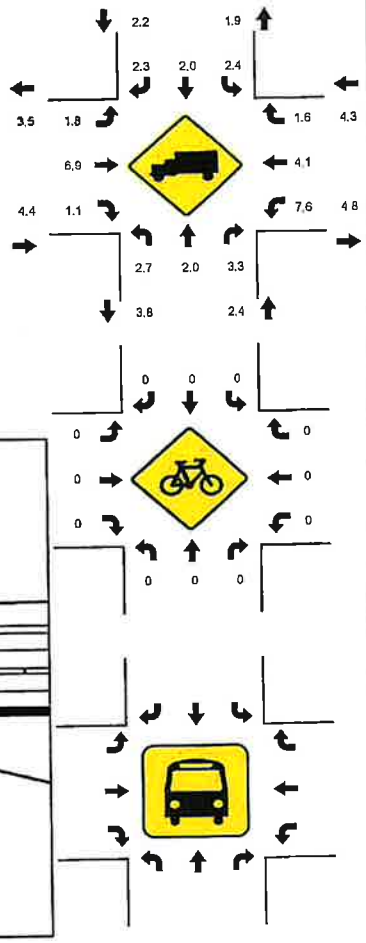
PROJECT ID: 22-120514-004
DATE: Thu, Dec 01, 2022

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



National Data & Surveying Services

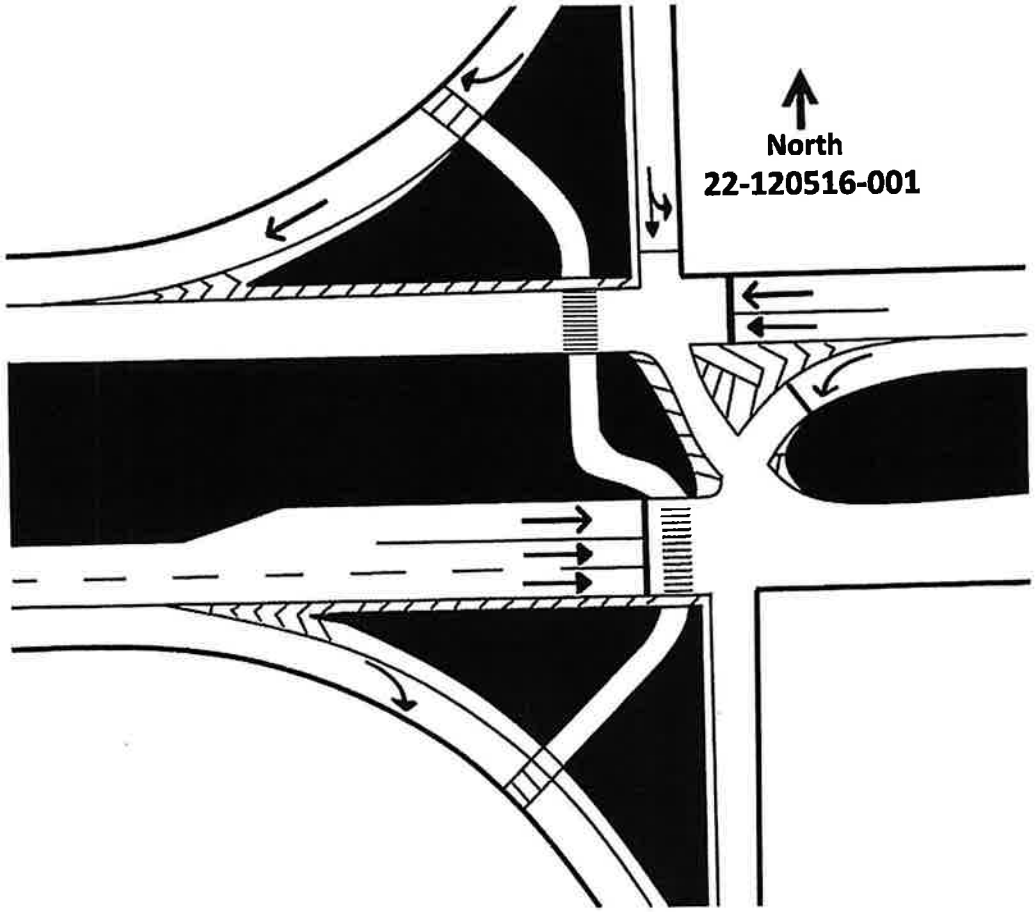




15-Min Count Period Beginning At	Shady Hills Rd/Mariner Blvd Northbound					Shady Hills Rd/Mariner Blvd Southbound					County Line Rd/CR 578 Eastbound					County Line Rd/CR 578 Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	37	107	45	1		81	79	54	0		77	149	18	2		37	143	63	4		897	3656
04:15 PM	45	125	35	0		75	75	59	0		106	133	25	1		44	136	47	4		910	3742
04:30 PM	55	109	39	3		71	62	63	0		97	142	23	1		39	163	65	5		937	3781
04:45 PM	52	122	41	0		62	82	52	1		104	111	21	1		58	149	53	3		912	3822
05:00 PM	55	125	41	1		91	88	57	2		108	131	31	1		51	136	57	8		983	3766
05:15 PM	48	120	30	1		83	87	45	0		93	131	19	4		53	166	67	2		949	2783
05:30 PM	57	128	40	5		93	91	59	2		75	132	18	1		44	160	68	5		978	1834
05:45 PM	48	121	37	2		62	86	68	1		81	115	15	1		24	118	71	6		856	856
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	228	512	164	20		372	364	236	8		432	528	124	16		232	664	272	32		4204	
Heavy Trucks	16	16	8	0		12	8	8	0		8	52	4	0		32	52	4	0		220	
Pedestrians		0					0					0					4				4	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0	
Buses																						
Stopped Buses																						

National Data & Surveying Services

N↑ | N/S Street: **Suncoast Pkwy/SR 589** | Speed: **N/A**



E/W Street: **County Line Rd/CR 578 SB Ramps** | Speed: **35 MPH**

Site Code: **22-120516-001**

Date: **12/01/2022**

Weather: **Sunny**

City: **Spring Hill**

County: **Hernando**

Count Times: **07:00 - 09:00**

16:00 - 18:00

Control: **Signalized**

SIGNAL TIMING

PHASES	1	2	3
SL	00:16	00:19	00:16
ET/WT	00:48	00:32	00:27
WL/WT	00:32	00:49	00:25

Prepared by National Data & Surveying Services

Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps

Peak Hour Turning Movement Count

ID: 22-120516-001
City: Spring Hill

Day: Thursday
Date: 12/1/2022

PEAK HOURS
07:00 AM - 08:00 AM
NONE
04:45 PM - 05:45 PM

COUNT PERIODS
7:00 AM - 09:00 AM
NONE
4:00 PM - 06:00 PM

Suncoast Pkwy/SR 589 — SOUTHBOUND

AM	45	0	33	0	0	AM
NOON	0	0	0	0	0	NOON
PM	87	1	64	0	0	PM

EASTBOUND — County Line Rd/CR 578 SB Ramps

AM	NOON	PM	
575	0	1203	⇦
1	0	0	↩ 0
0	0	0	↱ 0
647	0	576	→ 0
427	0	201	↴ 0
AM	NOON	PM	

WESTBOUND — County Line Rd/CR 578 SB Ramps

PM	NOON	AM	
0	0	0	0 ↰
1116	0	529	0 ←
184	0	200	0 ↰
0	0	1	0 ↩
640	0	681	⇨
PM	NOON	AM	

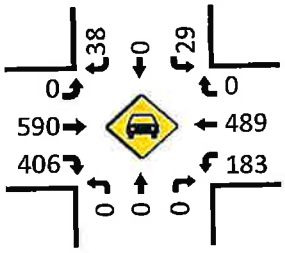
CONTROL: Signalized

TEV	1883 AM	0 NOON	2229 PM
PHF	0.93		0.97

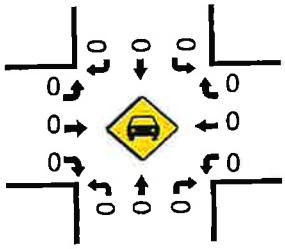
NORTHBOUND — Suncoast Pkwy/SR 589

PM	386	0	0	0	0	PM
NOON	0	0	0	0	0	NOON
AM	627	0	0	0	0	AM

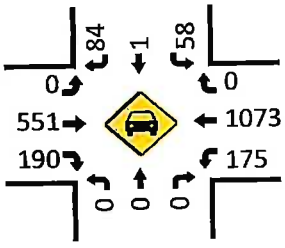
Cars (AM)



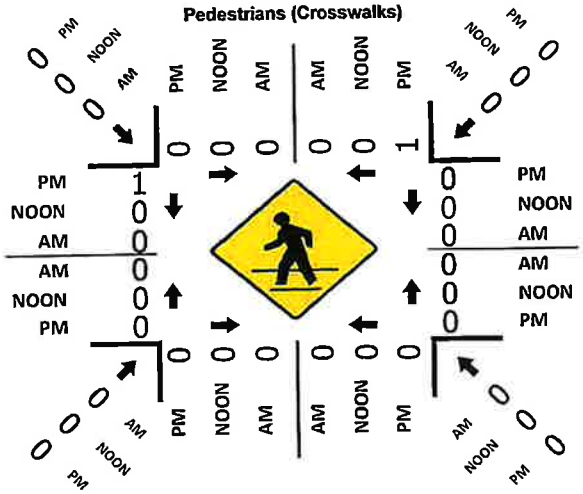
Cars (NOON)



Cars (PM)



Pedestrians (Crosswalks)


PM
NOON
AM
0
1
0
0
0
0
0
0
0
0
0
0
0

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
City: Spring Hill
Control: Signalized

Project ID: 22-120516-001
Date: 12/1/2022

Data - Total

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 SB Ramps				County Line Rd/CR 578 SB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	0	0	0	0	9	0	7	0	0	163	107	0	52	106	0	0	444
7:15 AM	0	0	0	0	12	0	13	0	0	181	118	0	51	130	0	0	505
7:30 AM	0	0	0	0	5	0	16	0	0	153	119	0	57	142	0	1	493
7:45 AM	0	0	0	0	7	0	9	0	0	150	83	1	40	151	0	0	441
8:00 AM	0	0	0	0	6	0	17	0	0	134	95	0	29	153	0	0	434
8:15 AM	0	0	0	0	5	0	11	0	0	129	94	0	28	147	0	0	414
8:30 AM	0	0	0	0	4	0	13	0	0	124	68	0	30	152	0	0	391
8:45 AM	0	0	0	0	11	0	14	0	0	109	62	0	26	129	0	0	351
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	59	0	100	0	0	1143	746	1	313	1110	0	1	3473
APPROACH %'s :					37.11%	0.00%	62.89%	0.00%	0.00%	60.48%	39.47%	0.05%	21.98%	77.95%	0.00%	0.07%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	0	0	0	33	0	45	0	0	647	427	1	200	529	0	1	1883
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.688	0.000	0.703	0.000	0.000	0.894	0.897	0.250	0.877	0.876	0.000	0.250	0.932
					0.780				0.899				0.913				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	0	0	0	15	0	14	0	0	137	41	0	33	213	0	1	454
4:15 PM	0	0	0	0	9	0	25	0	0	144	48	0	33	213	0	0	472
4:30 PM	0	0	0	0	8	0	30	0	0	162	51	0	39	224	0	0	514
4:45 PM	0	0	0	0	16	0	21	0	0	151	57	0	34	251	0	0	530
5:00 PM	0	0	0	0	17	1	26	0	0	153	48	0	38	290	0	0	573
5:15 PM	0	0	0	0	21	0	21	0	0	129	38	0	68	293	0	0	570
5:30 PM	0	0	0	0	10	0	19	0	0	143	58	0	44	282	0	0	556
5:45 PM	0	0	0	0	9	0	11	0	0	132	43	0	35	242	0	0	472
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	105	1	167	0	0	1151	384	0	324	2008	0	1	4141
APPROACH %'s :					38.46%	0.37%	61.17%	0.00%	0.00%	74.98%	25.02%	0.00%	13.89%	86.07%	0.00%	0.04%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	0	0	0	0	64	1	87	0	0	576	201	0	184	1116	0	0	2229
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.762	0.250	0.837	0.000	0.000	0.941	0.866	0.000	0.676	0.952	0.000	0.000	0.973
					0.864				0.934				0.900				

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
City: Spring Hill
Control: Signalized

Project ID: 22-120516-001
Date: 12/1/2022

Data - Cars

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 SB Ramps				County Line Rd/CR 578 SB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	0	0	0	0	7	0	5	0	0	150	101	0	43	95	0	0	401
7:15 AM	0	0	0	0	12	0	11	0	0	169	117	0	49	124	0	0	482
7:30 AM	0	0	0	0	5	0	15	0	0	132	107	0	55	134	0	1	449
7:45 AM	0	0	0	0	5	0	7	0	0	139	81	1	36	136	0	0	405
8:00 AM	0	0	0	0	6	0	15	0	0	126	91	0	27	142	0	0	407
8:15 AM	0	0	0	0	3	0	4	0	0	121	87	0	25	135	0	0	375
8:30 AM	0	0	0	0	2	0	11	0	0	106	62	0	28	128	0	0	337
8:45 AM	0	0	0	0	10	0	10	0	0	101	57	0	24	115	0	0	317
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	50	0	78	0	0	1044	703	1	287	1009	0	1	3173
APPROACH %'s :					39.06%	0.00%	60.94%	0.00%	0.00%	59.73%	40.22%	0.06%	22.13%	77.79%	0.00%	0.08%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	0	0	0	29	0	38	0	0	590	406	1	183	489	0	1	1737
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.604	0.000	0.633	0.000	0.000	0.873	0.868	0.250	0.832	0.899	0.000	0.250	0.901
					0.728				0.872				0.886				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	0	0	0	0	11	0	14	0	0	131	37	0	30	201	0	1	425
4:15 PM	0	0	0	0	7	0	23	0	0	131	47	0	31	207	0	0	446
4:30 PM	0	0	0	0	8	0	27	0	0	154	47	0	34	211	0	0	481
4:45 PM	0	0	0	0	12	0	19	0	0	145	55	0	34	236	0	0	501
5:00 PM	0	0	0	0	17	1	26	0	0	140	45	0	36	275	0	0	540
5:15 PM	0	0	0	0	19	0	21	0	0	126	35	0	63	285	0	0	549
5:30 PM	0	0	0	0	10	0	18	0	0	140	55	0	42	277	0	0	542
5:45 PM	0	0	0	0	8	0	11	0	0	125	41	0	32	235	0	0	452
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	92	1	159	0	0	1092	362	0	302	1927	0	1	3936
APPROACH %'s :					36.51%	0.40%	63.10%	0.00%	0.00%	75.10%	24.90%	0.00%	13.54%	86.41%	0.00%	0.04%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	0	0	0	0	58	1	84	0	0	551	190	0	175	1073	0	0	2132
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.763	0.250	0.808	0.000	0.000	0.950	0.864	0.000	0.694	0.941	0.000	0.000	0.971
					0.813				0.926				0.897				

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
City: Spring Hill
Control: Signalized

Project ID: 22-120516-001
Date: 12/1/2022

Data - HT

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 SB Ramps				County Line Rd/CR 578 SB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	0	0	0	0	2	0	2	0	0	13	6	0	9	11	0	0	43
7:15 AM	0	0	0	0	0	0	2	0	0	12	1	0	2	6	0	0	23
7:30 AM	0	0	0	0	0	0	1	0	0	21	12	0	2	8	0	0	44
7:45 AM	0	0	0	0	2	0	2	0	0	11	2	0	4	15	0	0	36
8:00 AM	0	0	0	0	0	0	2	0	0	8	4	0	2	11	0	0	27
8:15 AM	0	0	0	0	2	0	7	0	0	8	7	0	3	12	0	0	39
8:30 AM	0	0	0	0	2	0	2	0	0	18	6	0	2	24	0	0	54
8:45 AM	0	0	0	0	1	0	4	0	0	8	5	0	2	14	0	0	34
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	9	0	22	0	0	99	43	0	26	101	0	0	300
APPROACH %'s :					29.03%	0.00%	70.97%	0.00%	0.00%	69.72%	30.28%	0.00%	20.47%	79.53%	0.00%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	0	0	0	4	0	7	0	0	57	21	0	17	40	0	0	146
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.500	0.000	0.875	0.000	0.000	0.679	0.438	0.000	0.472	0.667	0.000	0.000	0.830
					0.688				0.591				0.713				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	0	0	0	4	0	0	0	0	6	4	0	3	12	0	0	29
4:15 PM	0	0	0	0	2	0	2	0	0	13	1	0	2	6	0	0	26
4:30 PM	0	0	0	0	0	0	3	0	0	8	4	0	5	13	0	0	33
4:45 PM	0	0	0	0	4	0	2	0	0	6	2	0	0	15	0	0	29
5:00 PM	0	0	0	0	0	0	0	0	0	13	3	0	2	15	0	0	33
5:15 PM	0	0	0	0	2	0	0	0	0	3	3	0	5	8	0	0	21
5:30 PM	0	0	0	0	0	0	1	0	0	3	3	0	2	5	0	0	14
5:45 PM	0	0	0	0	1	0	0	0	0	7	2	0	3	7	0	0	20
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	13	0	8	0	0	59	22	0	22	81	0	0	205
APPROACH %'s :					61.90%	0.00%	38.10%	0.00%	0.00%	72.84%	27.16%	0.00%	21.36%	78.64%	0.00%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	0	0	0	0	6	0	3	0	0	25	11	0	9	43	0	0	97
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.375	0.000	0.375	0.000	0.000	0.481	0.917	0.000	0.450	0.717	0.000	0.000	0.735
					0.375				0.563				0.765				

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
City: Spring Hill
Control: Signalized

Project ID: 22-120516-001
Date: 12/1/2022

Data - Bikes

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 SB Ramps				County Line Rd/CR 578 SB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
8:15 AM	0	0	0	2	0	0	0	0	0	1	0	0	0	0	0	0	3
8:30 AM	0	1	0	0	0	3	0	0	0	0	0	0	1	0	0	0	5
8:45 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	1	0	2	0	5	0	0	0	1	0	0	1	1	0	0	11
APPROACH %'s :	0.00%	33.33%	0.00%	66.67%	0.00%	100.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	50.00%	50.00%	0.00%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.250
						0.250											

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	2
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
4:45 PM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	2	0	0	0	0	0	0	1	0	0	0	0	1	1	0	5
APPROACH %'s :	0.00%	100.00%	0.00%	0.00%					100.00%	0.00%	0.00%	0.00%	0.00%	50.00%	50.00%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	2
PEAK HR FACTOR :	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.500
		0.250								0.250							

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
City: Spring Hill

Project ID: 22-120516-001
Date: 12/1/2022

Data - Pedestrians (Crosswalks)

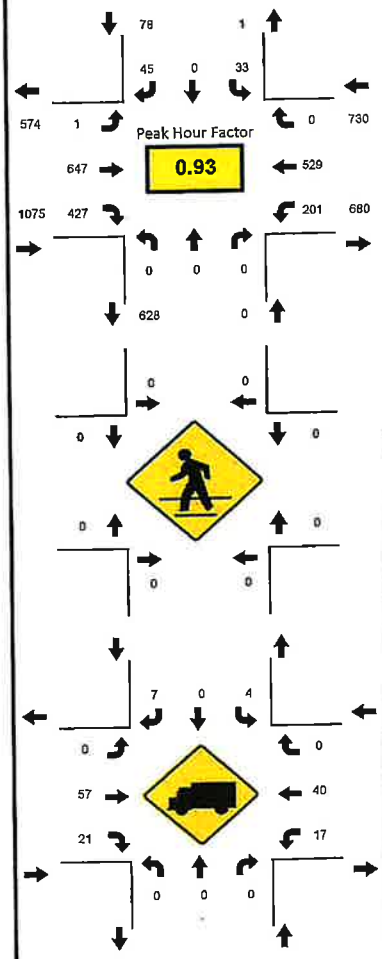
NS/EW Streets:	Suncoast Pkwy/SR 589		Suncoast Pkwy/SR 589		County Line Rd/CR 578 SB Ramps		County Line Rd/CR 578 SB Ramps		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	0	0
APPROACH %'s :									
PEAK HR :	**07:00 AM - 08:00 AM**								TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :									

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	1	0	1
4:30 PM	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0
5:00 PM	0	1	0	0	0	0	0	1	2
5:15 PM	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	1	1
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	1	0	0	0	0	1	2	4
APPROACH %'s :	0.00%	100.00%					33.33%	66.67%	
PEAK HR :	**04:45 PM - 05:45 PM**								TOTAL
PEAK HR VOL :	0	1	0	0	0	0	0	1	2
PEAK HR FACTOR :	0.250	0.250					0.250	0.250	0.250

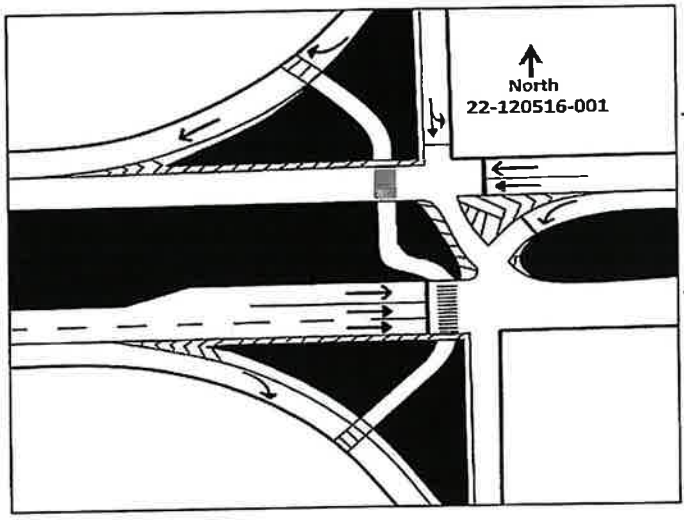
LOCATION: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
CITY/STATE: Spring Hill, FL

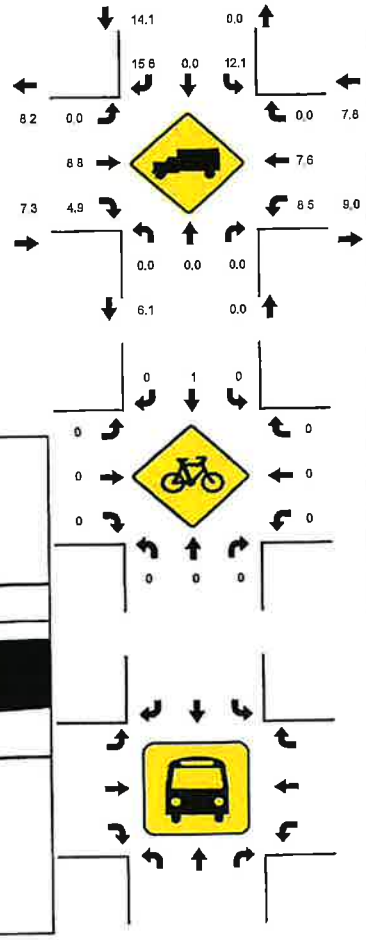
PROJECT ID: 22-120516-001
DATE: Thu, Dec 01, 2022

Peak-Hour: 07:00 AM - 08:00 AM
Peak 15-Minute: 07:15 AM - 07:30 AM



National Data & Surveying Services



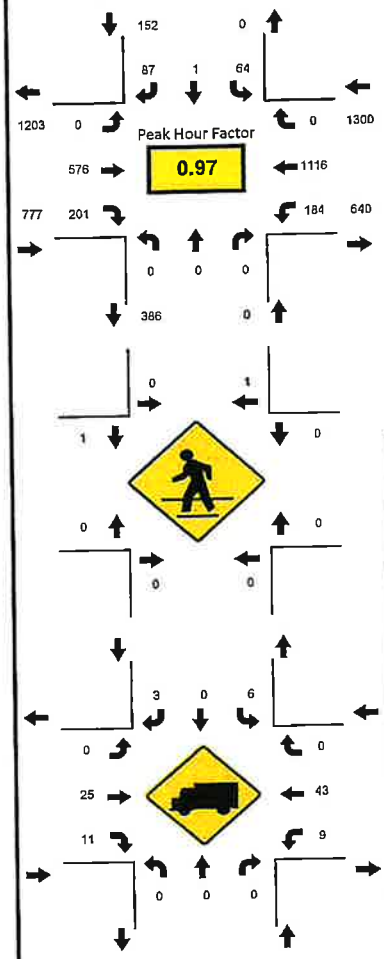


15-Min Count Period Beginning At	Suncoast Pkwy/SR 589 Northbound					Suncoast Pkwy/SR 589 Southbound					County Line Rd/CR 578 SB Ramp Eastbound					County Line Rd/CR 578 SB Ramp Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	0	0	0	0		9	0	7	0		0	163	107	0		52	106	0	0		444	1883
7:15 AM	0	0	0	0		12	0	13	0		0	181	118	0		51	130	0	0		505	1873
7:30 AM	0	0	0	0		5	0	16	0		0	153	119	0		57	142	0	1		493	1782
7:45 AM	0	0	0	0		7	0	9	0		0	150	83	1		40	151	0	0		441	1680
8:00 AM	0	0	0	0		6	0	17	0		0	134	95	0		29	153	0	0		434	1590
8:15 AM	0	0	0	0		5	0	11	0		0	129	94	0		28	147	0	0		414	1156
8:30 AM	0	0	0	0		4	0	13	0		0	124	68	0		30	152	0	0		391	742
8:45 AM	0	0	0	0		11	0	14	0		0	109	62	0		26	129	0	0		351	351
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	0	0	0		48	0	64	0		0	724	476	4		228	604	0	4		2152	
Heavy Trucks	0	0	0	0		8	0	8	0		0	84	48	0		36	60	0	0		244	
Pedestrians		0					0					0					0				0	
Bicycles	0	0	0	0		0	4	0	0		0	0	0	0		0	0	0	0		4	
Buses																						
Stopped Buses																						

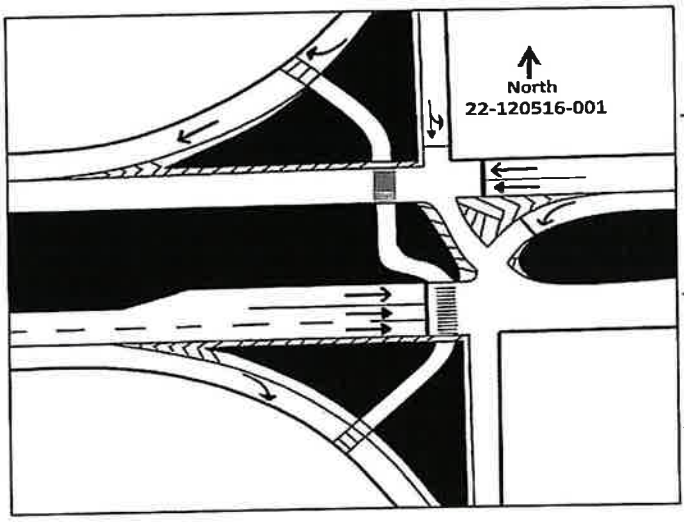
LOCATION: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
CITY/STATE: Spring Hill, FL

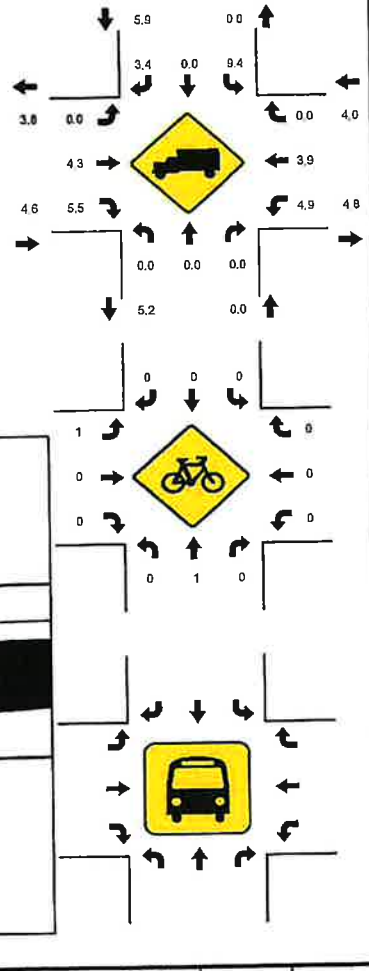
PROJECT ID: 22-120516-001
DATE: Thu, Dec 01, 2022

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



National Data & Surveying Services





15-Min Count Period Beginning At	Suncoast Pkwy/SR 589 Northbound					Suncoast Pkwy/SR 589 Southbound					County Line Rd/CR 578 SB Ramp Eastbound					County Line Rd/CR 578 SB Ramp Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	0	0	0		15	0	14	0		0	137	41	0		33	213	0	1		454	1970
4:15 PM	0	0	0	0		9	0	25	0		0	144	48	0		33	213	0	0		472	2089
4:30 PM	0	0	0	0		8	0	30	0		0	162	51	0		39	224	0	0		514	2187
4:45 PM	0	0	0	0		16	0	21	0		0	151	57	0		34	251	0	0		530	2229
5:00 PM	0	0	0	0		17	1	26	0		0	153	48	0		38	290	0	0		573	2171
5:15 PM	0	0	0	0		21	0	21	0		0	129	38	0		68	293	0	0		570	1598
5:30 PM	0	0	0	0		10	0	19	0		0	143	58	0		44	282	0	0		556	1028
5:45 PM	0	0	0	0		9	0	11	0		0	132	43	0		35	242	0	0		472	472
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	0	0	0		84	4	104	0		0	612	232	0		272	1172	0	0		2480	
Heavy Trucks	0	0	0	0		16	0	8	0		0	52	12	0		20	60	0	0		168	
Pedestrians		0					4					4					0				8	
Bicycles	0	4	0	0		0	0	0	0		4	0	0	0		0	0	0	0		8	
Buses																						
Stopped Buses																						

National Data & Surveying Services

Site Code:	**22-120516-002**
Date:	**12/01/2022**
Weather:	**Sunny**
City:	**Brooksville**
County:	**Hernando**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**Signalized**

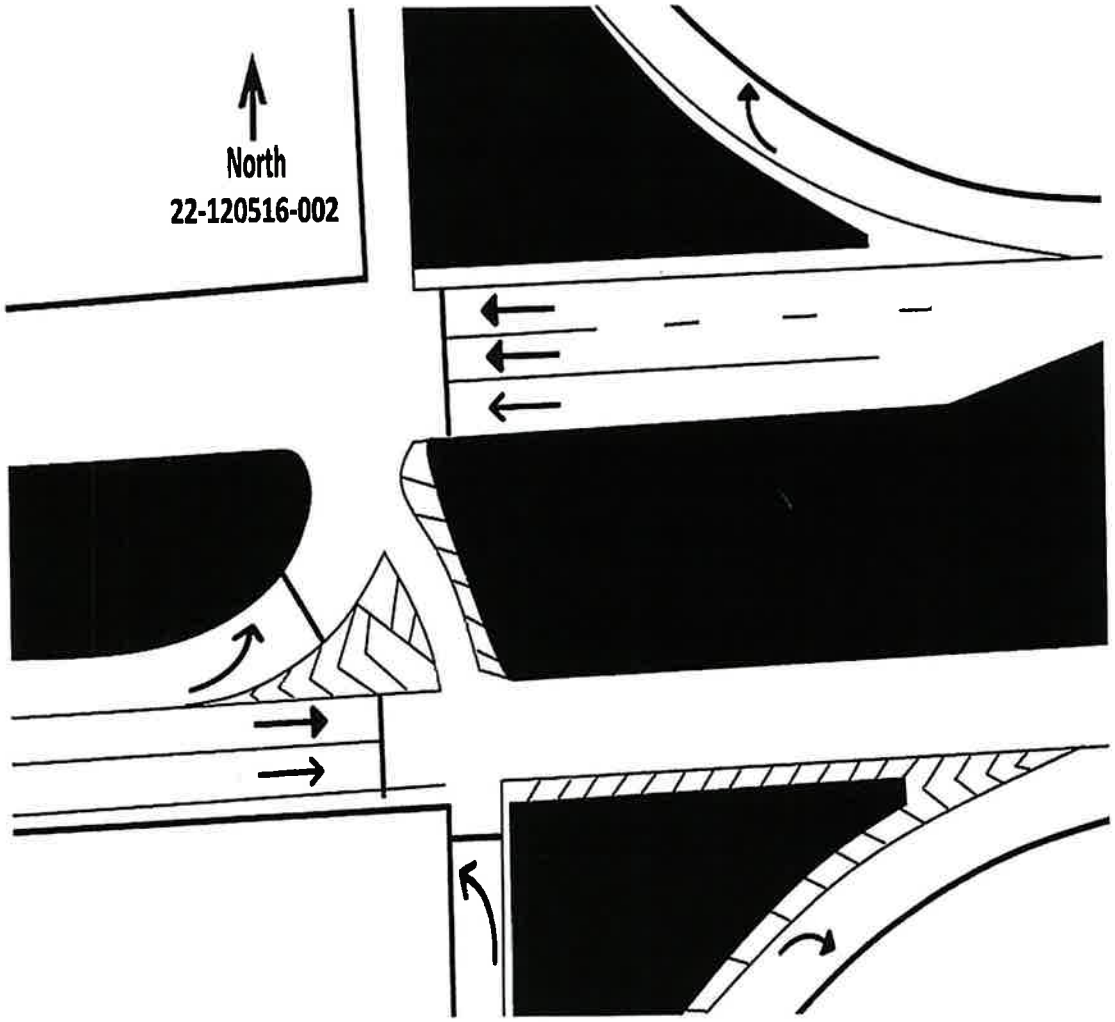
SIGNAL TIMING

PHASES	1	2	3
NL	00:35	00:22	00:27
ET/WT	00:41	00:39	00:48

N↑

N/S Street: **Suncoast Pkwy/SR 589**

Speed: **N/A**



E/W Street: **County Line Rd/CR 578 NB Ramps**

Speed: **35 MPH**

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
City: Brooksville
Control: Signalized

Project ID: 22-120516-002
Date: 12/1/2022

Data - Total

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 NB Ramps				County Line Rd/CR 578 NB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	23	0	25	0	0	0	0	0	21	150	0	1	0	136	13	0	369
7:15 AM	29	0	29	0	0	0	0	0	16	173	0	0	0	149	16	0	412
7:30 AM	35	0	28	0	0	0	0	0	32	131	0	0	0	165	13	0	404
7:45 AM	45	0	24	0	0	0	0	0	16	137	0	1	0	151	12	0	386
8:00 AM	29	0	38	0	0	0	0	0	13	123	0	0	0	147	16	0	366
8:15 AM	40	0	24	0	0	0	0	0	14	126	0	1	0	138	9	0	352
8:30 AM	29	0	25	0	0	0	0	0	19	105	0	0	0	159	14	0	351
8:45 AM	42	0	30	0	0	0	0	0	15	108	0	0	0	104	11	0	310
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	272	0	223	0	0	0	0	0	146	1053	0	3	0	1149	104	0	2950
APPROACH %'s :	54.95%	0.00%	45.05%	0.00%					12.15%	87.60%	0.00%	0.25%	0.00%	91.70%	8.30%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	132	0	106	0	0	0	0	0	85	591	0	2	0	601	54	0	1571
PEAK HR FACTOR :	0.733	0.000	0.914	0.000	0.000	0.000	0.000	0.000	0.664	0.854	0.000	0.500	0.000	0.911	0.844	0.000	0.953
	0.862								0.897				0.920				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	94	0	41	0	0	0	0	0	8	142	0	0	0	154	12	0	451
4:15 PM	74	0	55	0	0	0	0	0	8	147	0	1	0	176	11	0	472
4:30 PM	82	1	55	0	0	0	0	0	18	153	0	0	0	175	10	0	494
4:45 PM	97	1	39	0	0	0	0	0	15	142	0	1	0	193	11	0	499
5:00 PM	97	0	52	0	0	0	0	0	20	151	0	1	0	231	9	0	561
5:15 PM	105	0	51	0	0	0	0	0	6	151	0	0	0	254	13	0	580
5:30 PM	100	0	48	0	0	0	0	0	9	143	0	0	0	221	16	0	537
5:45 PM	88	0	39	0	0	0	0	0	21	120	0	1	0	191	10	0	470
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	737	2	380	0	0	0	0	0	105	1149	0	4	0	1595	92	0	4064
APPROACH %'s :	65.86%	0.18%	33.96%	0.00%					8.35%	91.34%	0.00%	0.32%	0.00%	94.55%	5.45%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	399	1	190	0	0	0	0	0	50	587	0	2	0	899	49	0	2177
PEAK HR FACTOR :	0.950	0.250	0.913	0.000	0.000	0.000	0.000	0.000	0.625	0.972	0.000	0.500	0.000	0.885	0.766	0.000	0.938
	0.946								0.929				0.888				

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
City: Brooksville
Control: Signalized

Project ID: 22-120516-002
Date: 12/1/2022

Data - Cars

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 NB Ramps				County Line Rd/CR 578 NB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	19	0	23	0	0	0	0	0	17	139	0	1	0	121	12	0	332
7:15 AM	27	0	25	0	0	0	0	0	11	166	0	0	0	143	14	0	386
7:30 AM	31	0	25	0	0	0	0	0	20	122	0	0	0	159	12	0	369
7:45 AM	42	0	22	0	0	0	0	0	15	125	0	1	0	135	11	0	351
8:00 AM	26	0	32	0	0	0	0	0	12	116	0	0	0	137	15	0	338
8:15 AM	39	0	21	0	0	0	0	0	10	120	0	1	0	124	8	0	323
8:30 AM	25	0	23	0	0	0	0	0	14	90	0	0	0	136	12	0	300
8:45 AM	37	0	29	0	0	0	0	0	12	102	0	0	0	94	8	0	282
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	246	0	200	0	0	0	0	0	111	980	0	3	0	1049	92	0	2681
APPROACH %'s :	55.16%	0.00%	44.84%	0.00%					10.15%	89.58%	0.00%	0.27%	0.00%	91.94%	8.06%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	119	0	95	0	0	0	0	0	63	552	0	2	0	558	49	0	1438
PEAK HR FACTOR :	0.708	0.000	0.950	0.000	0.000	0.000	0.000	0.000	0.788	0.831	0.000	0.500	0.000	0.877	0.875	0.000	0.931
		0.836								0.871				0.887			

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	87	0	40	0	0	0	0	0	7	132	0	0	0	146	12	0	424
4:15 PM	73	0	52	0	0	0	0	0	6	135	0	0	0	170	10	0	446
4:30 PM	78	1	52	0	0	0	0	0	18	145	0	0	0	161	10	0	465
4:45 PM	93	1	36	0	0	0	0	0	15	132	0	1	0	181	11	0	470
5:00 PM	94	0	52	0	0	0	0	0	17	141	0	1	0	218	9	0	532
5:15 PM	103	0	49	0	0	0	0	0	5	147	0	0	0	243	13	0	560
5:30 PM	97	0	47	0	0	0	0	0	9	140	0	0	0	217	16	0	526
5:45 PM	87	0	37	0	0	0	0	0	19	115	0	0	0	183	10	0	451
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	712	2	365	0	0	0	0	0	96	1087	0	2	0	1519	91	0	3874
APPROACH %'s :	65.99%	0.19%	33.83%	0.00%					8.10%	91.73%	0.00%	0.17%	0.00%	94.35%	5.65%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	387	1	184	0	0	0	0	0	46	560	0	2	0	859	49	0	2088
PEAK HR FACTOR :	0.939	0.250	0.885	0.000	0.000	0.000	0.000	0.000	0.676	0.952	0.000	0.500	0.000	0.884	0.766	0.000	0.932
		0.941								0.956				0.887			

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
City: Brooksville
Control: Signalized

Project ID: 22-120516-002
Date: 12/1/2022

Data - HT

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 NB Ramps				County Line Rd/CR 578 NB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	4	0	2	0	0	0	0	0	4	11	0	0	0	15	1	0	37
7:15 AM	2	0	4	0	0	0	0	0	5	7	0	0	0	6	2	0	26
7:30 AM	4	0	3	0	0	0	0	0	12	9	0	0	0	6	1	0	35
7:45 AM	3	0	2	0	0	0	0	0	1	12	0	0	0	16	1	0	35
8:00 AM	3	0	6	0	0	0	0	0	1	7	0	0	0	10	1	0	28
8:15 AM	1	0	3	0	0	0	0	0	4	6	0	0	0	14	1	0	29
8:30 AM	4	0	2	0	0	0	0	0	5	15	0	0	0	23	2	0	51
8:45 AM	5	0	1	0	0	0	0	0	3	6	0	0	0	10	3	0	28
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	26	0	23	0	0	0	0	0	35	73	0	0	0	100	12	0	269
APPROACH %'s :	53.06%	0.00%	46.94%	0.00%					32.41%	67.59%	0.00%	0.00%	0.00%	89.29%	10.71%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	13	0	11	0	0	0	0	0	22	39	0	0	0	43	5	0	133
PEAK HR FACTOR :	0.813	0.000	0.688	0.000	0.000	0.000	0.000	0.000	0.458	0.813	0.000	0.000	0.000	0.672	0.625	0.000	0.899
	0.857								0.726				0.706				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	7	0	1	0	0	0	0	0	1	10	0	0	0	8	0	0	27
4:15 PM	1	0	3	0	0	0	0	0	2	12	0	1	0	6	1	0	26
4:30 PM	4	0	3	0	0	0	0	0	0	8	0	0	0	14	0	0	29
4:45 PM	4	0	3	0	0	0	0	0	0	10	0	0	0	12	0	0	29
5:00 PM	3	0	0	0	0	0	0	0	3	10	0	0	0	13	0	0	29
5:15 PM	2	0	2	0	0	0	0	0	1	4	0	0	0	11	0	0	20
5:30 PM	3	0	1	0	0	0	0	0	0	3	0	0	0	4	0	0	11
5:45 PM	1	0	2	0	0	0	0	0	2	5	0	1	0	8	0	0	19
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	25	0	15	0	0	0	0	0	9	62	0	2	0	76	1	0	190
APPROACH %'s :	62.50%	0.00%	37.50%	0.00%					12.33%	84.93%	0.00%	2.74%	0.00%	98.70%	1.30%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	12	0	6	0	0	0	0	0	4	27	0	0	0	40	0	0	89
PEAK HR FACTOR :	0.750	0.000	0.500	0.000	0.000	0.000	0.000	0.000	0.333	0.675	0.000	0.000	0.000	0.769	0.000	0.000	0.767
	0.643								0.596				0.769				

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
City: Brooksville
Control: Signalized

Project ID: 22-120516-002
Date: 12/1/2022

Data - Bikes

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 NB Ramps				County Line Rd/CR 578 NB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
8:15 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	0	0	1	0	0	0	2	0	0	3
APPROACH %'s :									0.00%	100.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	

	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
PM	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2
APPROACH %'s :													0.00%	100.00%	0.00%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
City: Brooksville
Project ID: 22-120516-002
Date: 12/1/2022

Data - Pedestrians (Crosswalks)

NS/EW Streets:	Suncoast Pkwy/SR 589		Suncoast Pkwy/SR 589		County Line Rd/CR 578 NB Ramps		County Line Rd/CR 578 NB Ramps		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	0	0
APPROACH %'s :									
PEAK HR :	**07:00 AM - 08:00 AM**								TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :									

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0
5:00 PM	0	1	0	0	0	0	0	0	1
5:15 PM	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	1	0	0	0	0	0	0	1
APPROACH %'s :	0.00%	100.00%							
PEAK HR :	**04:45 PM - 05:45 PM**								TOTAL
PEAK HR VOL :	0	1	0	0	0	0	0	0	1
PEAK HR FACTOR :	0.250	0.250							0.250

Prepared by National Data & Surveying Services

Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps

Peak Hour Turning Movement Count

ID: 22-120516-002
City: Brooksville

Day: Thursday
Date: 12/1/2022

PEAK HOURS
07:00 AM - 08:00 AM
NONE
04:45 PM - 05:45 PM

COUNT PERIODS
7:00 AM - 09:00 AM
NONE
4:00 PM - 06:00 PM

Suncoast Pkwy/SR 589 — SOUTHBOUND

AM	0	0	0	0	139	AM
NOON	0	0	0	0	0	NOON
PM	0	0	0	0	100	PM

EASTBOUND — County Line Rd/CR 578 NB Ramps

AM	NOON	PM	
735	0	1300	⇦
2	0	2	↶ 0
85	0	50	↱ 0
591	0	587	→ 0
0	0	0	↴ 0
AM	NOON	PM	

CONTROL
Signalized

TEV	1571 AM	0 NOON	2177 PM
PHF	0.95		0.94

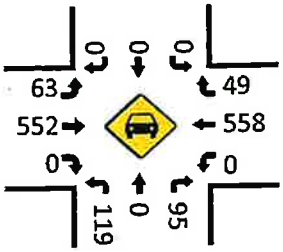
WESTBOUND — County Line Rd/CR 578 NB Ramps

PM	NOON	AM	
49	0	54	↰ 0
899	0	601	← 0
0	0	0	↰ 0
0	0	0	↰ 0
777	0	697	⇨
PM	NOON	AM	

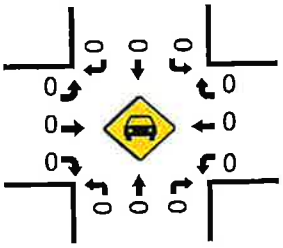
NORTHBOUND — Suncoast Pkwy/SR 589

PM	0	0	399	1	190	PM
NOON	0	0	0	0	0	NOON
AM	0	0	132	0	106	AM

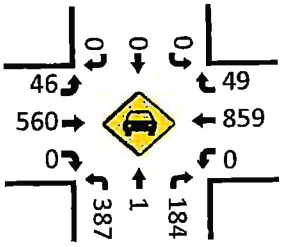
Cars (AM)



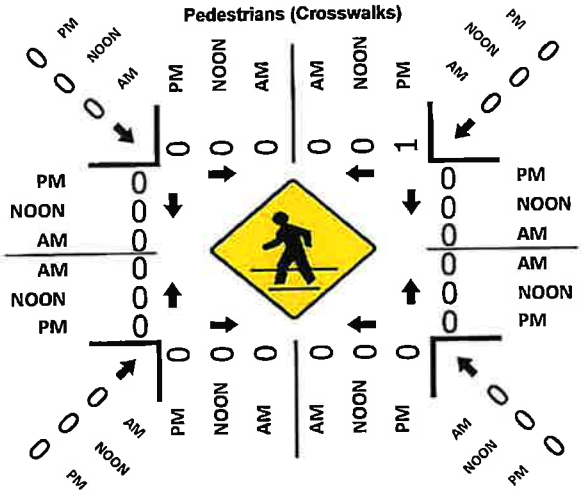
Cars (NOON)



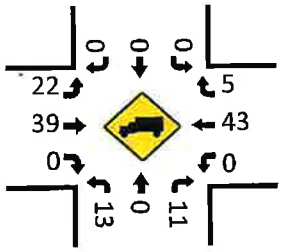
Cars (PM)



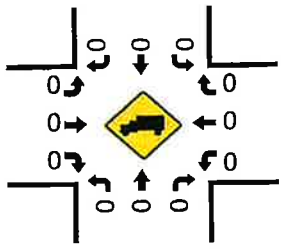
Pedestrians (Crosswalks)



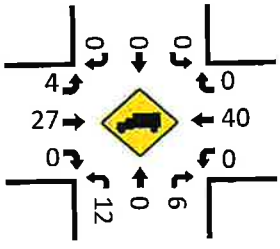
HT (AM)



HT (NOON)



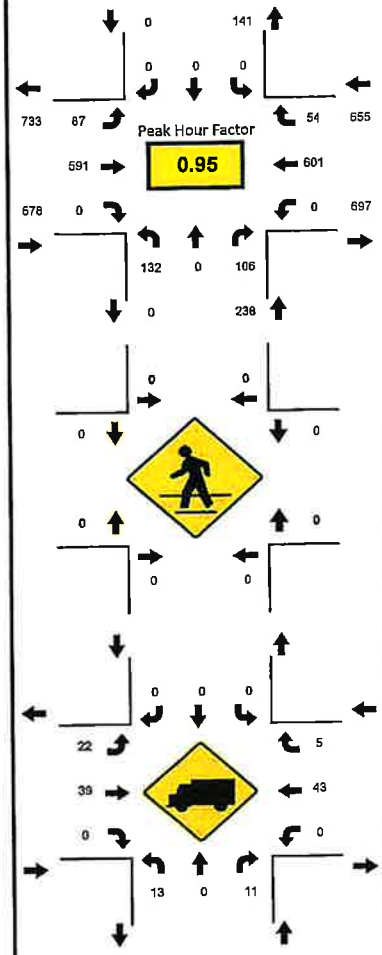
HT (PM)



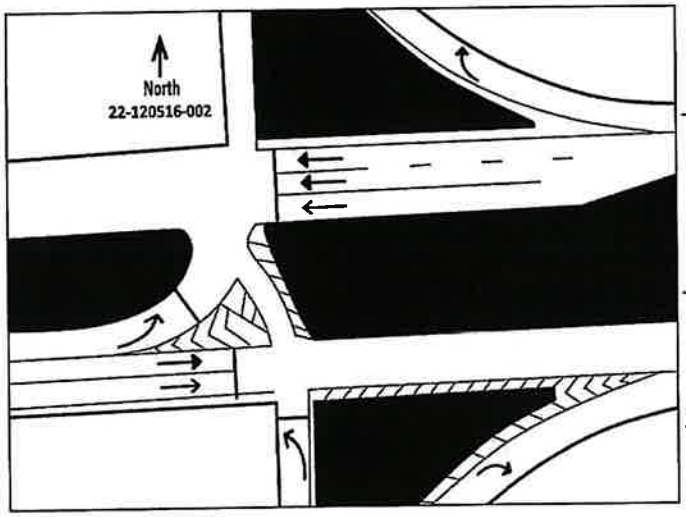
LOCATION: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
CITY/STATE: Brooksville, FL

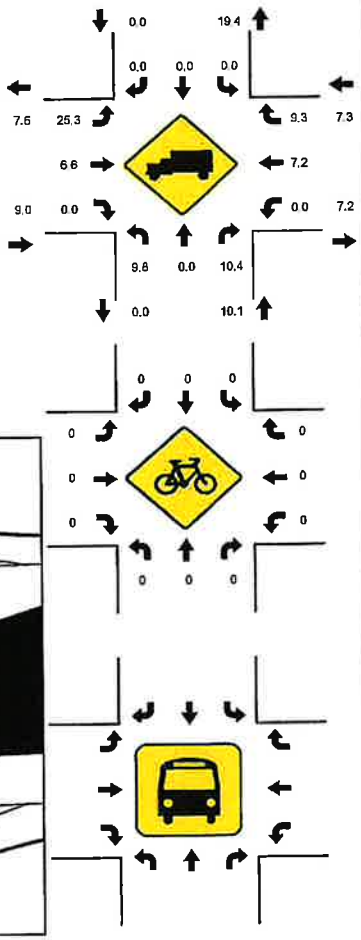
PROJECT ID: 22-120516-002
DATE: Thu, Dec 01, 2022

Peak-Hour: 07:00 AM - 08:00 AM
Peak 15-Minute: 07:15 AM - 07:30 AM



National Data & Surveying Services





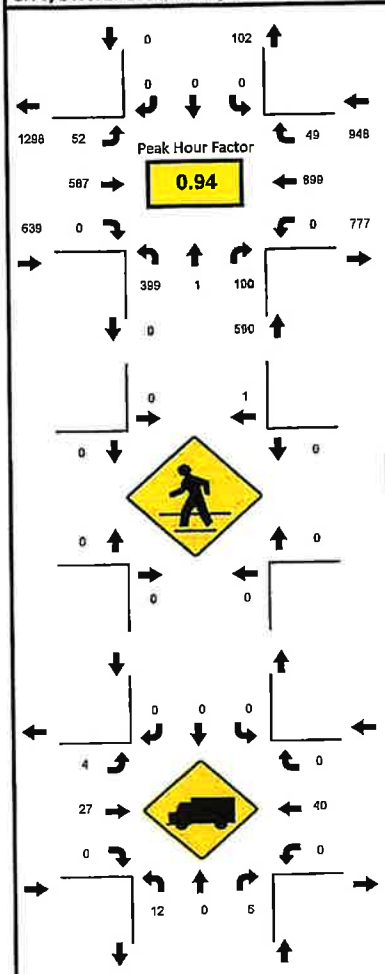
15-Min Count Period Beginning At	Suncoast Pkwy/SR 589 Northbound					Suncoast Pkwy/SR 589 Southbound					County Line Rd/CR 578 NB Ramp Eastbound					County Line Rd/CR 578 NB Ramp Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	23	0	25	0		0	0	0	0		21	150	0	1		0	136	13	0		369	1571
7:15 AM	29	0	29	0		0	0	0	0		16	173	0	0		0	149	16	0		412	1568
7:30 AM	35	0	28	0		0	0	0	0		32	131	0	0		0	165	13	0		404	1508
7:45 AM	45	0	24	0		0	0	0	0		16	137	0	1		0	151	12	0		386	1455
8:00 AM	29	0	38	0		0	0	0	0		13	123	0	0		0	147	16	0		366	1379
8:15 AM	40	0	24	0		0	0	0	0		14	126	0	1		0	138	9	0		352	1013
8:30 AM	29	0	25	0		0	0	0	0		19	105	0	0		0	159	14	0		351	661
8:45 AM	42	0	30	0		0	0	0	0		15	108	0	0		0	104	11	0		310	310
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	180	0	116	0		0	0	0	0		128	692	0	4		0	660	64	0		1844	
Heavy Trucks	16	0	16	0		0	0	0	0		48	48	0	0		0	64	8	0		200	
Pedestrians		0					0					0					0				0	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0	
Buses																						
Stopped Buses																						

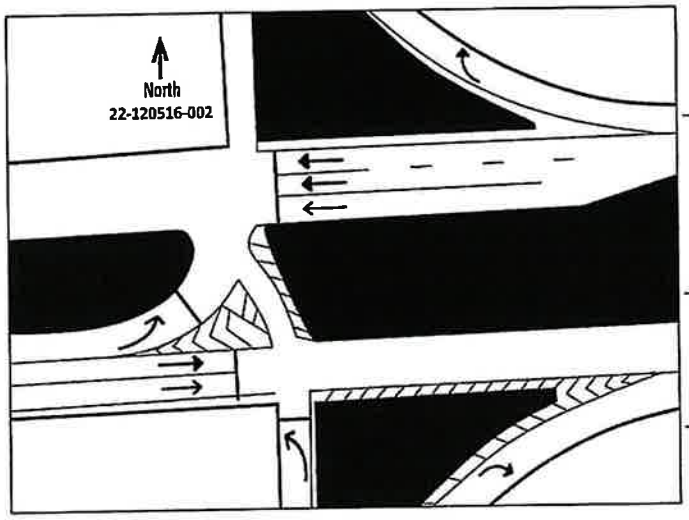
LOCATION: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
CITY/STATE: Brooksville, FL

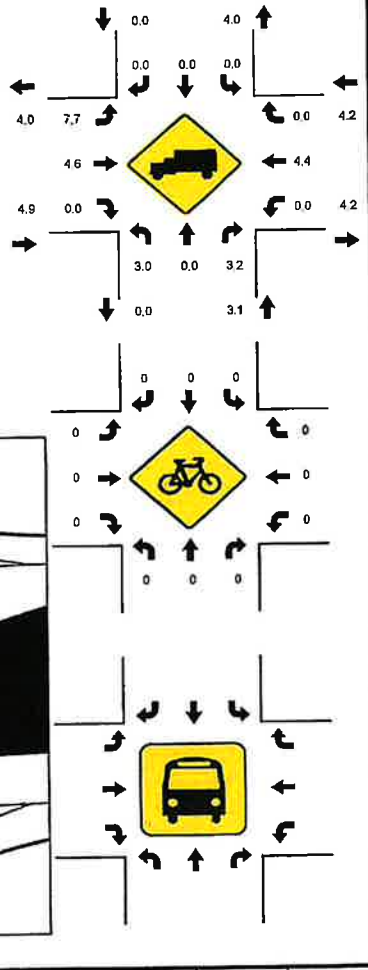
PROJECT ID: 22-120516-002
DATE: Thu, Dec 01, 2022

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM

National Data & Surveying Services







15-Min Count Period Beginning At	Suncoast Pkwy/SR 589 Northbound					Suncoast Pkwy/SR 589 Southbound					County Line Rd/CR 578 NB Ramp Eastbound					County Line Rd/CR 578 NB Ramp Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	94	0	41	0		0	0	0	0		8	142	0	0		0	154	12	0		451	1916
4:15 PM	74	0	55	0		0	0	0	0		8	147	0	1		0	176	11	0		472	2026
4:30 PM	82	1	55	0		0	0	0	0		18	153	0	0		0	175	10	0		494	2134
4:45 PM	97	1	39	0		0	0	0	0		15	142	0	1		0	193	11	0		499	2177
5:00 PM	97	0	52	0		0	0	0	0		20	151	0	1		0	231	9	0		561	2148
5:15 PM	105	0	51	0		0	0	0	0		6	151	0	0		0	254	13	0		580	1587
5:30 PM	100	0	48	0		0	0	0	0		9	143	0	0		0	221	16	0		537	1007
5:45 PM	88	0	39	0		0	0	0	0		21	120	0	1		0	191	10	0		470	470
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	420	4	208	0		0	0	0	0		80	604	0	4		0	1016	64	0		2400	
Heavy Trucks	16	0	12	0		0	0	0	0		12	40	0	0		0	52	0	0		132	
Pedestrians		0					4					0					0				4	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0	
Buses																						
Stopped Buses																						

FDOT PEAK SEASON ADJUSTMENT FACTORS

2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 1400 PASCO COUNTYWIDE

MOCF: 0.96

WEEK	DATES	SF	PSCF
1	01/01/2022 - 01/01/2022	0.99	1.03
2	01/02/2022 - 01/08/2022	1.02	1.06
3	01/09/2022 - 01/15/2022	1.04	1.08
4	01/16/2022 - 01/22/2022	1.03	1.07
5	01/23/2022 - 01/29/2022	1.01	1.05
6	01/30/2022 - 02/05/2022	1.00	1.04
* 7	02/06/2022 - 02/12/2022	0.98	1.02
* 8	02/13/2022 - 02/19/2022	0.97	1.01
* 9	02/20/2022 - 02/26/2022	0.96	1.00
*10	02/27/2022 - 03/05/2022	0.95	0.99
*11	03/06/2022 - 03/12/2022	0.95	0.99
*12	03/13/2022 - 03/19/2022	0.94	0.98
*13	03/20/2022 - 03/26/2022	0.95	0.99
*14	03/27/2022 - 04/02/2022	0.95	0.99
*15	04/03/2022 - 04/09/2022	0.96	1.00
*16	04/10/2022 - 04/16/2022	0.96	1.00
*17	04/17/2022 - 04/23/2022	0.97	1.01
*18	04/24/2022 - 04/30/2022	0.98	1.02
*19	05/01/2022 - 05/07/2022	0.98	1.02
20	05/08/2022 - 05/14/2022	0.99	1.03
21	05/15/2022 - 05/21/2022	1.00	1.04
22	05/22/2022 - 05/28/2022	1.01	1.05
23	05/29/2022 - 06/04/2022	1.01	1.05
24	06/05/2022 - 06/11/2022	1.02	1.06
25	06/12/2022 - 06/18/2022	1.03	1.07
26	06/19/2022 - 06/25/2022	1.03	1.07
27	06/26/2022 - 07/02/2022	1.03	1.07
28	07/03/2022 - 07/09/2022	1.03	1.07
29	07/10/2022 - 07/16/2022	1.04	1.08
30	07/17/2022 - 07/23/2022	1.04	1.08
31	07/24/2022 - 07/30/2022	1.04	1.08
32	07/31/2022 - 08/06/2022	1.04	1.08
33	08/07/2022 - 08/13/2022	1.04	1.08
34	08/14/2022 - 08/20/2022	1.04	1.08
35	08/21/2022 - 08/27/2022	1.04	1.08
36	08/28/2022 - 09/03/2022	1.05	1.09
37	09/04/2022 - 09/10/2022	1.05	1.09
38	09/11/2022 - 09/17/2022	1.06	1.10
39	09/18/2022 - 09/24/2022	1.04	1.08
40	09/25/2022 - 10/01/2022	1.02	1.06
41	10/02/2022 - 10/08/2022	1.00	1.04
42	10/09/2022 - 10/15/2022	0.98	1.02
43	10/16/2022 - 10/22/2022	0.98	1.02
44	10/23/2022 - 10/29/2022	0.99	1.03
45	10/30/2022 - 11/05/2022	0.99	1.03
46	11/06/2022 - 11/12/2022	1.00	1.04
47	11/13/2022 - 11/19/2022	1.01	1.05
48	11/20/2022 - 11/26/2022	1.00	1.04
49	11/27/2022 - 12/03/2022	1.00	1.04
50	12/04/2022 - 12/10/2022	0.99	1.03
51	12/11/2022 - 12/17/2022	0.99	1.03
52	12/18/2022 - 12/24/2022	1.02	1.06
53	12/25/2022 - 12/31/2022	1.04	1.08

* PEAK SEASON

23-FEB-2023 09:11:23 830UPD 7_1400_PKSEASON.TXT

GROWTH RATE

TABLE A-1

GROWTH RATE

Roadway	Location	2022 Volumes	2010 Volumes	Growth Rate
County Line Rd	East of Mariner Blvd	22,000	17,200	2.33% /yr

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 08 - HERNANDO

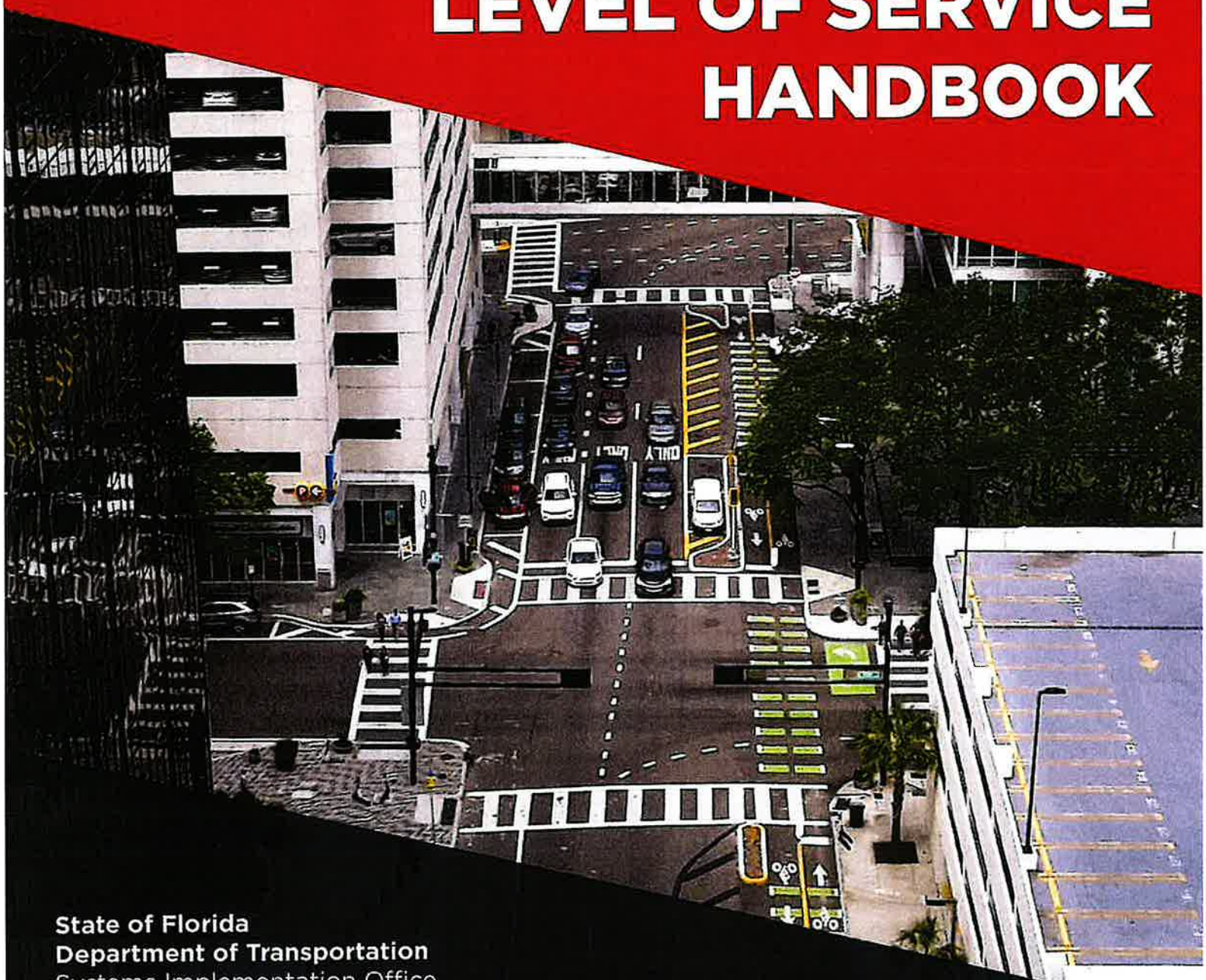
SITE: 2030 - COUNTY LINE ROAD, EAST OF MARINER BLVD (HPMS)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	22000 C	E 11500	W 10500	9.00	54.50	8.00
2021	22000 C	E 11000	W 11000	9.00	54.20	8.00
2012	16800 S	E 8200	W 8600	9.00	55.00	6.10
2011	17000 F	E 8300	W 8700	9.00	55.00	6.10
2010	17200 C	E 8400	W 8800	9.74	54.68	6.10

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FDOT GENERALIZED CAPACITY TABLES

2023 MULTIMODAL QUALITY/ LEVEL OF SERVICE HANDBOOK



State of Florida
Department of Transportation
Systems Implementation Office
605 Suwannee St. MS 19
Tallahassee, FL 32399

www.fdot.gov/planning
January 2023

Appendix B: Florida's Generalized Service Volume Tables

Limited Access

Freeway Generalized Service Volume Tables

Peak Hour Directional

	B	C	D	E
2 Lane	2,400	3,170	3,970	4,150
3 Lane	3,390	4,600	5,810	6,130
4 Lane	4,340	6,060	7,700	8,170
5 Lane	5,480	7,450	9,680	10,390
6 Lane	6,630	9,220	11,520	12,760

Peak Hour Two-Way

	B	C	D	E
4 Lane	4,360	5,760	7,220	7,550
6 Lane	6,160	8,360	10,560	11,150
8 Lane	7,890	11,020	14,000	14,850
10 Lane	9,960	13,550	17,600	18,890
12 Lane	12,050	16,760	20,950	23,200

AADT

	B	C	D	E
4 Lane	51,300	67,800	84,900	88,800
6 Lane	72,500	98,400	124,200	131,200
8 Lane	92,800	129,600	164,700	174,700
10 Lane	117,200	159,400	207,100	222,200
12 Lane	141,800	197,200	246,500	272,900

(Core rbanized)

	B	C	D	E
2 Lane	2,500	3,300	4,070	4,240
3 Lane	3,570	4,900	6,080	6,360
4 Lane	4,720	6,500	8,090	8,490
5 Lane	5,790	8,020	10,020	10,610

	B	C	D	E
4 Lane	4,550	6,000	7,400	7,710
6 Lane	6,490	8,910	11,050	11,560
8 Lane	8,580	11,820	14,710	15,440
10 Lane	10,530	14,580	18,220	19,290

	B	C	D	E
4 Lane	50,600	66,700	82,200	85,700
6 Lane	72,100	99,000	122,800	128,400
8 Lane	95,300	131,300	163,400	171,600
10 Lane	117,000	162,000	202,400	214,300

Jrbanized)

	B	C	D	E
2 Lane	2,430	3,180	3,790	3,910
3 Lane	3,520	4,670	5,610	5,870
4 Lane	4,630	6,170	7,440	7,830
5 Lane	5,690	7,640	9,220	9,800

	B	C	D	E
4 Lane	4,420	5,780	6,890	7,110
6 Lane	6,400	8,490	10,200	10,670
8 Lane	8,420	11,220	13,530	14,240
10 Lane	10,350	13,890	16,760	17,820

	B	C	D	E
4 Lane	45,100	59,000	70,300	72,600
6 Lane	65,300	86,600	104,100	108,900
8 Lane	85,900	114,500	138,100	145,300
10 Lane	105,600	141,700	171,000	181,800

ansitioning)

	B	C	D	E
2 Lane	2,010	2,770	3,270	3,650
3 Lane	2,820	3,990	4,770	5,470
4 Lane	3,630	5,220	6,260	7,300

	B	C	D	E
4 Lane	3,650	5,040	5,950	6,640
6 Lane	5,130	7,250	8,670	9,950
8 Lane	6,600	9,490	11,380	13,270

	B	C	D	E
4 Lane	34,800	48,000	56,700	63,200
6 Lane	48,900	69,000	82,600	94,800
8 Lane	62,900	90,400	108,400	126,400

(Rural)

Adjustment Factors

Auxiliary Lanes Present In Analysis Direction Adjustment: +1,000
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,800
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +20,000
Ramp Metering Present Adjustment: Multiply by 1.05

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

Limited Access

Freeway Generalized Service Volume Tables

Input Parameters

Roadway Characteristics

	Core Urbanized	Urbanized	Transitioning	Rural
Number of Lanes (one direction)	2-6	2-5	2-5	2-4
Posted Speed (mph)	65	70	70	70
Auxiliary Lanes	No	No	No	No
Lane Width (feet)	12	12	12	12
Total Ramp Density (ramps/mile)	1.33	2.67	0.50	0.17
Facility Length (miles)	3	3	6	18
Terrain	Level	Level	Level	Level

Traffic Characteristics

	Core Urbanized	Urbanized	Transitioning	Rural
Planning Analysis Hour Factor (K)	0.085	0.090	0.098	0.105
Directional Distribution Factor (D)	0.55	0.55	0.55	0.55
Peak Hour Factor (PHF)	0.95	0.95	0.92	0.88
Base Free Flow Speed (mph)	70	75	75	75
Heavy Vehicle Percent (%)	4%	4%	9%	12%
Speed Adjustment Factor (SAF)	0.975	0.975	0.975	0.975
Capacity Adjustment Factor (CAF)	0.968	0.968	0.968	0.968

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables



C1-Natural & C2-Rural)

Peak Hour Directional

	B	C	D	E
1 Lane	240	430	730	1,490
2 Lane	1,670	2,390	2,910	3,340
3 Lane	2,510	3,570	4,370	5,010

Peak Hour Two-Way

	B	C	D	E
2 Lane	440	780	1,330	2,710
4 Lane	3,040	4,350	5,290	6,070
6 Lane	4,560	6,490	7,950	9,110

AADT

	B	C	D	E
2 Lane	4,600	8,200	14,000	28,500
4 Lane	32,000	45,800	55,700	63,900
6 Lane	48,000	68,300	83,700	95,900

Adjustment Factors

2 Lane Divided Roadway with Exclusive Left Turn Adjustment: Multiply by 1.05
Multilane Undivided Highway with Exclusive Left Turn Adjustment: Multiply by 0.95
Multilane Undivided Highway without Exclusive Left Turn Adjustment:: Multiply by 0.75

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables

Input Parameters

Roadway Characteristics

	C1	C2
Number of Lanes (one direction)	1	2-3
Posted Speed (mph)	55	55
Base Free Flow Speed (mph)	60	60
Median Type	Undivided	Divided
Shoulder Width (feet)	3	6
Lane Width (feet)	12	12
% No Passing Zone	20%	
Access-Point Density (access/mile)	2	2
Terrain	Level	Level

Traffic Characteristics

	C1	C2
Planning Analysis Hour Factor (K)	0.095	0.095
Directional Distribution Factor (D)	0.55	0.55
Peak Hour Factor (PHF)	0.88	0.88
Heavy Vehicle Percent (%)	5%	10%
Speed Adjustment Factor (SAF)	0.975	0.975
Capacity Adjustment Factor (CAF)	0.968	0.968

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables



C3C-Suburban Commercial)

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables

Input Parameters

Roadway Characteristics

	C3C	C3R
Number of Lanes (one direction)	1-4	1-3
Posted Speed (mph)	45	45
Facility Length (miles)	3.98	2.57

Traffic Characteristics

	C3C		C3R	
Planning Analysis Hour Factor (K)	0.09		0.09	
Directional Distribution Factor (D)	0.55		0.55	
Peak Hour Factor (PHF)	0.95		0.92	
Base Saturation Flow Rate	1,950		1,950	
Heavy Vehicle Percent (%)	4		4	
Lane Width	12		12	
Median Type	Non Restrictive (1 lane)	Restrictive (2,3,4 lanes)	Non Restrictive (1 lane)	Restrictive (2,3 lanes)
Roadway Edge Type	Curbed		Flush	
On-Street Parking	None		None	

Control Characteristics

	C3C		C3R
Cycle Length	160		190
Major Street Through g/c	0.5 (1,2,3 lanes)	0.45 (4 lanes)	0.5
Yellow Change Interval	5.1		5.1
Red Change Interval	2		2
Number of Signals	10		5

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900



(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables

Input Parameters

Roadway Characteristics

	C2T	C4	C5	C6
Number of Lanes (one direction)	1-3	1-4	1-4	1-4
Posted Speed (mph)	40	45	35	30
Facility Length (miles)	0.78	1.83	1.18	0.74
Number of Signals	4	9	9	7

Traffic Characteristics

	C2T	C4	C5	C6
Planning Analysis Hour Factor (K)	0.095	0.09	0.09	0.09
Directional Distribution Factor (D)	0.55	0.55	0.55	0.55
Peak Hour Factor (PHF)	0.92	0.95	0.95	0.95
Base Saturation Flow Rate	1,700	1,950	1,950	1,950
Heavy Vehicle Percent (%)	5	3	2	2
Lane Width	11	11	10	10
Median Type	Non Restrictive	Non Restrictive	Non Restrictive	Non Restrictive
Roadway Edge Type	Curb	Curb	Curb	Curb
On-Street Parking	50%	100%	100%	100%

Signal Characteristics

	C2T	C4		C5		C6	
Cycle Length	90	170		150		120	
Major Street Through g/c	0.47	0.52 (1,2,3 lanes)	0.47 (4 lanes)	0.55 (1,2,3 lanes)	0.48 (4 lanes)	0.52 (1,2,3 lanes)	0.46 (4 lanes)
Yellow Change Interval	4.4	4.8		4		3.7	
Red Change Interval	2	2		2		2	

SIGNAL TIMINGS

ariner Blvd Mariner @ County Line 7/31/2013 14:00

y-Phase Timing Data

	Phase											
	1	2	3	4	5	6	7	8	9	10	11	12
irection	EBL	WB	SBL	NB	WBL	EB	NBL	SB				
inimum Green	5	8	5	5	5	8	5	5	5	5	5	5
ike Min Green	0	0	0	0	0	0	0	0	0	0	0	0
ond Serv Min Grn	0	0	0	0	0	0	0	0	0	0	0	0
alk	0	0	0	0	0	0	0	0	0	7	0	7
ed Clearance	10	10	10	10	10	10	10	10	0	99	0	99
eh Extension	3.0	6.0	5.0	5.0	3.0	6.0	5.0	5.0	5.0	5.0	5.0	5.0
lt Veh Exten	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
ax Extension	0	0	0	0	0	0	0	0	0	0	0	0
ax 1	15	35	15	28	20	35	15	28	35	35	35	35
ax 2	10	30	10	20	10	30	10	20	40	40	40	40
ax 3	0	0	0	0	0	0	0	0	0	0	0	0
et. Fail Max	0	0	0	0	0	0	0	0	0	0	0	0
ellow Change	4.7	4.7	5.0	5.0	4.7	4.7	5.0	5.0	3.0	3.0	3.0	3.0
ed Clearance	1.8	2.0	2.1	2.5	1.9	2.0	3.1	2.5	1.0	1.0	1.0	1.0
ed Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
ct. B4 Init	0	0	0	0	0	0	0	0	0	0	0	0
ec/Actuation	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
ax Initial	30	30	30	30	30	30	30	30	30	30	30	30
ime B4 Reduction	0	0	0	0	0	0	0	0	0	0	0	0
ars Waiting	0	0	0	0	0	0	0	0	0	0	0	0
ime To Reduce	0	0	0	0	0	0	0	0	0	0	0	0
inimum Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

ariner Blvd Mariner @ County Line 8/5/2013 11:32

oordination Patterns

attern 1
ycle Length . . 120 COS 111
ffset 100
ehicle Permissive . . [1] 0 [2] 0
ehicle Perm 2 Displacement 0 Phase Reservice. . NO
plits: Phase 1- 20 2- 40 3- 20 4- 40
Phase 5- 20 6- 40 7- 20 8- 40
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
plit Extension/Ring [1] 0 [2] 0
plit Demand Pattern [1] 0 [2] 0
RT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
oord Phases . .	.	.	.	X	.	.	.	X	.	.	.	.
eh Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
eh Max Recall .	.	.	.	.	.	.	.	.	.	.	.	.
ed Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
eh Omit	.	.	.	.	.	.	.	.	.	.	.	.

lt Sequence . . A: . B: . C: . D: . E: . F: .

ariner Blvd Mariner @ County Line 8/5/2013 11:32

IC Program Steps

tep	Program	Step Begins	Pattern	Override

TRAFFIC SIGNAL CLEARANCE INTERVAL CALCULATIONS

Location: Mariner Boulevard and County Line Road

File Name:

Calculated By: Upik Suwarno

Calculated Date: 5/29/2013

Installed By: MRV

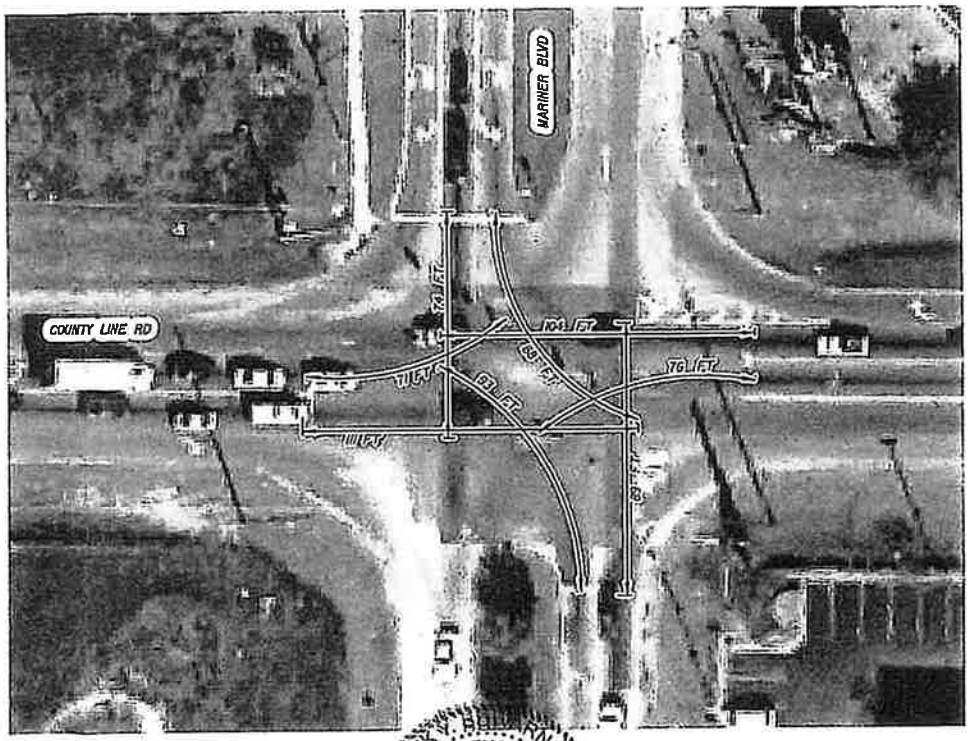
Installed Date: July 29, 2013 16:00

PARAMETER INPUT

Vehicular Movement		NBT	NBL	SBT	SBL	EBT	EBL	WBT	WBL
Vehicular Movement No.		4	7	8	3	6	1	2	5
Approach Speed Limit	MPH	30	30	45	45	45	45	45	45
Protected Left-Turn	Y/N	N/A	Y	N/A	Y	N/A	Y	N/A	Y
Turning Speed	MPH	N/A	25	N/A	35	N/A	35	N/A	35
Approach Grade	(%)	0.0%	0.0%	-2.7%	-2.7%	0.0%	0.0%	0.0%	0.0%
Width / Travel	w	89	93	74	88	111	71	104	76
Ped Clear Distance	Pc	N/A		N/A		N/A		N/A	
PIEV Time	t	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Decel Rate	a	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Gravity Accel	G	32.2	32.2	32.2	32.2	32.2	32.2	32.2	32.2
Length / Vehicle	L	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0

CLEARANCE TIMINGS

Direction		NBT	NBL	SBT	SBL	EBT	EBL	WBT	WBL
Vehicular Movement		4	7	8	3	6	1	2	5
Yellow Clearance Calc'd.	YCL	3.6	3.6	5.0	5.0	4.7	4.7	4.7	4.7
min YCL		3.6	3.6	5.0	5.0	4.7	4.7	4.7	4.7
INPUT YCL		5.0	5.0	5.0	5.0	4.7	4.7	4.7	4.7
Red Clearance Calc'd.	RCL	2.5	3.1	1.4	2.1	2.0	1.8	1.9	1.9
INPUT RCL		2.5	3.1	2.5	2.1	2.0	1.8	2.0	1.9
Total Vehicle INPUT Clearance		7.5	8.1	7.5	7.1	6.7	6.5	6.7	6.6
Pedestrian Movement		P4		P8		P6		P2	
Ped Clearance Calc'd	PCL	0.0		0.0		0.0		0.0	
INPUT PCL		N/A		N/A		N/A		N/A	



N

0 10 40
Feet

UPIK Y. SUWARNO
LICENSE
No. 62995
STATE OF FLORIDA
PROFESSIONAL ENGINEER

NO.	DESCRIPTION	BY	

HERNANDO COUNTY

CLEARANCE TIMINGS DEVELOPMENT

Cardno TBE

MARINER BLVD AT COUNTY LINE ROAD

PROJECT NO: 00313-022-01
DATE: 7-3-13
SHEET NO: T-9

PASCO COUNTY FLORIDA

SIGNAL TIMING PLAN
FOR
PUBLIC RECORDS REQUEST

LOCATION:	CR 578 (N COUNTY LINE RD) & SUNCOAST SB			WO #:	701
LAST UPDATE:	4/27/2022		TURN ON DATE:	1/0/1900	
CONTROLLER:	ASC/2S-2100		SMART MONITOR:	NO	
MONITOR:	MMU		UPS:	YES	

PH	DIRECTION	MIN	WALK	PC	PSG	MAX 1	MAX 2	MAX 3	YEL	RC	MIN REC	MAX REC	MEM ON	MEM OFF	CNA	DET SWITCH	FLASH
1	WBLT	7	0	0	3	30	0	0	4.8	2	0	0	X	0	0	0	R
2	EB	20	0	0	4	50	0	0	4.8	2	X	0	0	X	0	0	Y
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	SB RAMP	7	7	11	3	25	0	0	3.4	4.6	0	0	X	0	0	0	R
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	WB	20	7	8	4	50	0	0	4.8	2	X	0	0	X	0	0	Y
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

OVERLAP				
	A	0	+	0
	B	0	+	0
	C	0	+	0
	D	0	+	0

NOTES:

LAGGING LEFT TURN. SPECIAL DETECTOR ASSIGNMENT (SEE INT. LOOP CHART).

PASCO COUNTY FLORIDA

SIGNAL TIMING PLAN
FOR
PUBLIC RECORDS REQUEST

LOCATION:	CR 578 (N COUNTY LINE RD) & SUNCOAST NB	**WO #:**	700

LAST UPDATE:	2/1/2022	**TURN ON DATE:**	1/0/1900
CONTROLLER:	ASC/2S-2100	**SMART MONITOR:**	NO
MONITOR:	MMU	**UPS:**	YES

PH	DIRECTION	MIN	WALK	PC	PSG	MAX 1	MAX 2	MAX 3	YEL	RC	MIN REC	MAX REC	MEM ON	MEM OFF	CNA	DET SWITCH	FLASH
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	EB	20	0	0	4	50	0	0	4.8	2	X	0	0	X	0	0	Y
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	EBLT	7	0	0	3	25	0	0	4.8	2	0	0	X	0	0	0	R
6	WB	20	7	8	4	50	0	0	4.8	2	X	0	0	X	0	0	Y
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	NB RAMP	7	0	0	4	30	0	0	3.4	5.1	0	0	X	0	0	0	R
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

OVERLAP	A	0	+	0
	B	0	+	0
	C	0	+	0
	D	0	+	0

NOTES:

0

INTERSECTION ANALYSIS

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	477	623	110	276	753	302	269	611	187	412	430	263
Future Volume (vph)	477	623	110	276	753	302	269	611	187	412	430	263
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	7%	2%	8%	4%	2%	3%	2%	3%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Turn Type	Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	1	6	7	5	2	3	7	4	5	3	8	1
Permitted Phases			6			2			4			8
Detector Phase	1	6	7	5	2	3	7	4	5	3	8	1
Switch Phase												
Minimum Initial (s)	5.0	8.0	5.0	5.0	8.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	11.5	22.5	13.1	11.6	22.5	12.1	13.1	22.5	11.6	12.1	22.5	11.5
Total Split (s)	26.0	45.0	24.0	20.0	39.0	24.0	24.0	31.0	20.0	24.0	31.0	26.0
Total Split (%)	21.7%	37.5%	20.0%	16.7%	32.5%	20.0%	20.0%	25.8%	16.7%	20.0%	25.8%	21.7%
Yellow Time (s)	4.7	4.7	5.0	4.7	4.7	5.0	5.0	5.0	4.7	5.0	5.0	4.7
All-Red Time (s)	1.8	2.0	3.1	1.9	2.0	2.1	3.1	2.5	1.9	2.1	2.5	1.8
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.5	6.7	8.1	6.6	6.7	7.1	8.1	7.5	6.6	7.1	7.5	6.5
Lead/Lag	Lead	Lag	Lead	Lead	Lag	Lead	Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	19.2	38.6	60.5	13.1	32.6	56.2	15.2	23.5	44.1	16.9	24.2	50.9
Actuated g/C Ratio	0.16	0.32	0.50	0.11	0.27	0.47	0.13	0.20	0.37	0.14	0.20	0.42
v/c Ratio	0.90	0.59	0.13	0.81	0.82	0.39	0.65	0.91	0.30	0.88	0.62	0.37
Control Delay	69.7	36.9	4.2	70.2	49.6	15.3	57.3	65.6	13.2	70.8	48.3	15.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	69.7	36.9	4.2	70.2	49.6	15.3	57.3	65.6	13.2	70.8	48.3	15.5
LOS	E	D	A	E	D	B	E	E	B	E	D	B
Approach Delay		46.9			46.1			54.3			48.9	
Approach LOS		D			D			D			D	

Intersection Summary	
Cycle Length: 120	
Actuated Cycle Length: 120	
Offset: 100 (83%), Referenced to phase 2:WBT and 6:EBT, Start of Green	
Natural Cycle: 90	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.91	
Intersection Signal Delay: 48.8	Intersection LOS: D
Intersection Capacity Utilization 86.2%	ICU Level of Service E
Analysis Period (min) 15	

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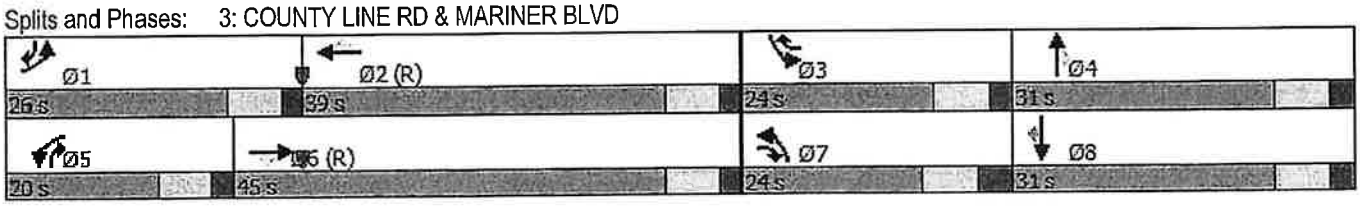
Splits and Phases: 3: COUNTY LINE RD & MARINER BLVD



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	477	635	110	297	775	324	269	611	199	424	430	263
Future Volume (vph)	477	635	110	297	775	324	269	611	199	424	430	263
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	7%	2%	8%	4%	2%	3%	2%	3%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Turn Type	Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	1	6	7	5	2	3	7	4	5	3	8	1
Permitted Phases			6			2			4			8
Detector Phase	1	6	7	5	2	3	7	4	5	3	8	1
Switch Phase												
Minimum Initial (s)	5.0	8.0	5.0	5.0	8.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	11.5	22.5	13.1	11.6	22.5	12.1	13.1	22.5	11.6	12.1	22.5	11.5
Total Split (s)	26.0	45.0	24.0	20.0	39.0	24.0	24.0	31.0	20.0	24.0	31.0	26.0
Total Split (%)	21.7%	37.5%	20.0%	16.7%	32.5%	20.0%	20.0%	25.8%	16.7%	20.0%	25.8%	21.7%
Yellow Time (s)	4.7	4.7	5.0	4.7	4.7	5.0	5.0	5.0	4.7	5.0	5.0	4.7
All-Red Time (s)	1.8	2.0	3.1	1.9	2.0	2.1	3.1	2.5	1.9	2.1	2.5	1.8
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.5	6.7	8.1	6.6	6.7	7.1	8.1	7.5	6.6	7.1	7.5	6.5
Lead/Lag	Lead	Lag	Lead	Lead	Lag	Lead	Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	19.2	38.4	60.3	13.3	32.6	56.2	15.2	23.5	44.3	16.9	24.2	50.9
Actuated g/C Ratio	0.16	0.32	0.50	0.11	0.27	0.47	0.13	0.20	0.37	0.14	0.20	0.42
v/c Ratio	0.90	0.61	0.13	0.85	0.85	0.42	0.65	0.91	0.32	0.90	0.62	0.37
Control Delay	69.7	37.3	4.2	74.6	51.2	16.2	57.3	65.6	14.0	74.1	48.3	15.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	69.7	37.3	4.2	74.6	51.2	16.2	57.3	65.6	14.0	74.1	48.3	15.5
LOS	E	D	A	E	D	B	E	E	B	E	D	B
Approach Delay		47.0			48.1			54.0			50.4	
Approach LOS		D			D			D			D	

Intersection Summary	
Cycle Length: 120	
Actuated Cycle Length: 120	
Offset: 100 (83%), Referenced to phase 2:WBT and 6:EBT, Start of Green	
Natural Cycle: 90	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.91	
Intersection Signal Delay: 49.7	Intersection LOS: D
Intersection Capacity Utilization 87.2%	ICU Level of Service E
Analysis Period (min) 15	

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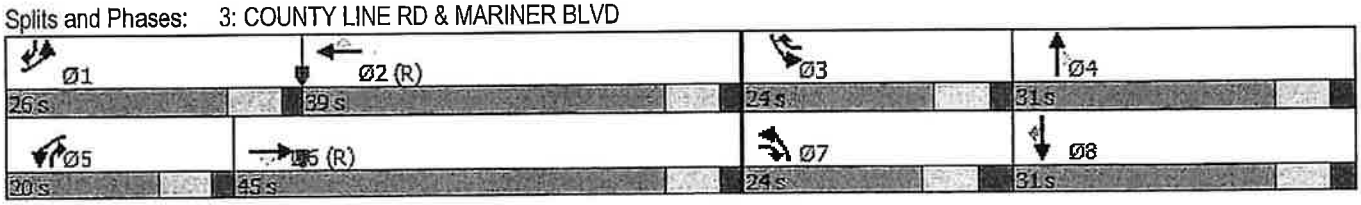
Splits and Phases: 3: COUNTY LINE RD & MARINER BLVD





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑	↱	↰	↑↑						↑	↱
Traffic Volume (vph)	0	711	248	227	1377	0	0	0	0	79	1	107
Future Volume (vph)	0	711	248	227	1377	0	0	0	0	79	1	107
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Turn Type		NA	Perm	Prot	NA					Perm	NA	Perm
Protected Phases		2		1	6						4	
Permitted Phases			2							4		4
Detector Phase		2	2	1	6					4	4	4
Switch Phase												
Minimum Initial (s)		20.0	20.0	7.0	20.0					7.0	7.0	7.0
Minimum Split (s)		26.8	26.8	13.8	26.8					22.5	22.5	22.5
Total Split (s)		50.0	50.0	30.0	80.0					25.0	25.0	25.0
Total Split (%)		47.6%	47.6%	28.6%	76.2%					23.8%	23.8%	23.8%
Yellow Time (s)		4.8	4.8	4.8	4.8					3.4	3.4	3.4
All-Red Time (s)		2.0	2.0	2.0	2.0					4.6	4.6	4.6
Lost Time Adjust (s)		0.0	0.0	0.0	0.0						0.0	0.0
Total Lost Time (s)		6.8	6.8	6.8	6.8						8.0	8.0
Lead/Lag		Lag	Lag	Lead								
Lead-Lag Optimize?		Yes	Yes	Yes								
Recall Mode		C-Min	C-Min	None	C-Min					None	None	None
Act Effct Green (s)		54.1	54.1	19.0	79.9						10.3	10.3
Actuated g/C Ratio		0.52	0.52	0.18	0.76						0.10	0.10
v/c Ratio		0.28	0.27	0.73	0.53						0.47	0.43
Control Delay		15.9	3.1	49.5	5.3						52.9	13.7
Queue Delay		0.0	0.0	0.0	0.9						0.0	0.0
Total Delay		15.9	3.1	49.5	6.2						52.9	13.7
LOS		B	A	D	A						D	B
Approach Delay		12.6			12.3						30.4	
Approach LOS		B			B						C	

Intersection Summary	
Cycle Length: 105	
Actuated Cycle Length: 105	
Offset: 22.5 (21%), Referenced to phase 2:EBT and 6:WBT, Start of Green	
Natural Cycle: 65	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.73	
Intersection Signal Delay: 13.7	Intersection LOS: B
Intersection Capacity Utilization 73.0%	ICU Level of Service D
Analysis Period (min) 15	

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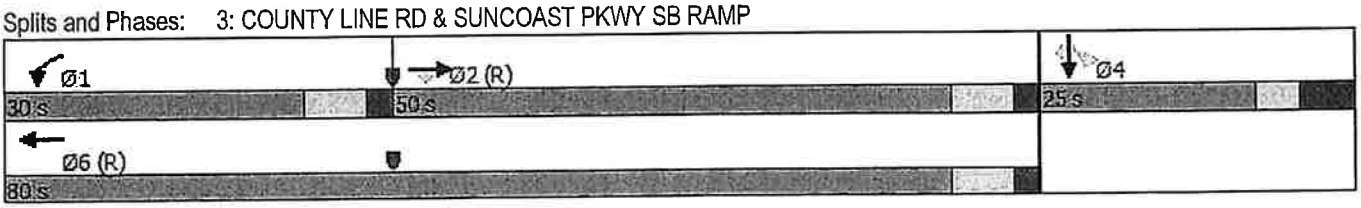
Splits and Phases: 3: COUNTY LINE RD & SUNCOAST PKWY SB RAMP



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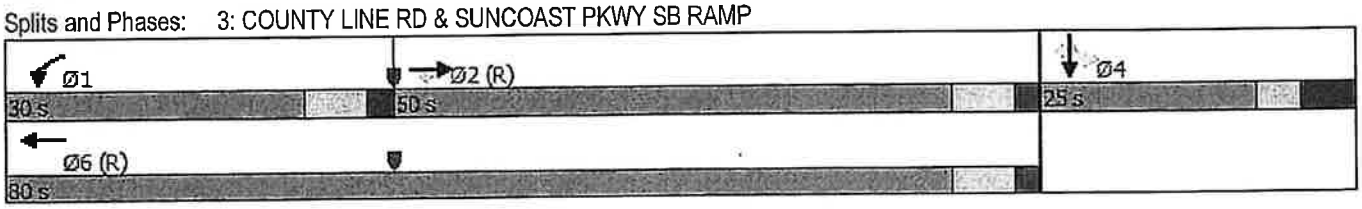
Timings
3: COUNTY LINE RD & SUNCOAST PKWY SB RAMP 11/07/2023

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	732	270	227	1396	0	0	0	0	79	1	113
Future Volume (vph)	0	732	270	227	1396	0	0	0	0	79	1	113
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Turn Type		NA	Perm	Prot	NA					Perm	NA	Perm
Protected Phases		2		1	6						4	
Permitted Phases			2							4		4
Detector Phase		2	2	1	6					4	4	4
Switch Phase												
Minimum Initial (s)		20.0	20.0	7.0	20.0					7.0	7.0	7.0
Minimum Split (s)		26.8	26.8	13.8	26.8					22.5	22.5	22.5
Total Split (s)		50.0	50.0	30.0	80.0					25.0	25.0	25.0
Total Split (%)		47.6%	47.6%	28.6%	76.2%					23.8%	23.8%	23.8%
Yellow Time (s)		4.8	4.8	4.8	4.8					3.4	3.4	3.4
All-Red Time (s)		2.0	2.0	2.0	2.0					4.6	4.6	4.6
Lost Time Adjust (s)		0.0	0.0	0.0	0.0						0.0	0.0
Total Lost Time (s)		6.8	6.8	6.8	6.8						8.0	8.0
Lead/Lag		Lag	Lag	Lead								
Lead-Lag Optimize?		Yes	Yes	Yes								
Recall Mode		C-Min	C-Min	None	C-Min					None	None	None
Act Effct Green (s)		54.1	54.1	19.0	79.9						10.3	10.3
Actuated g/C Ratio		0.52	0.52	0.18	0.76						0.10	0.10
v/c Ratio		0.29	0.29	0.73	0.53						0.47	0.45
Control Delay		16.0	3.1	49.5	5.3						52.9	15.4
Queue Delay		0.0	0.0	0.0	0.9						0.0	0.0
Total Delay		16.0	3.1	49.5	6.2						52.9	15.4
LOS		B	A	D	A						D	B
Approach Delay		12.5			12.3						30.9	
Approach LOS		B			B						C	

Intersection Summary

Cycle Length: 105
Actuated Cycle Length: 105
Offset: 22.5 (21%), Referenced to phase 2:EBT and 6:WBT, Start of Green
Natural Cycle: 65
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.73
Intersection Signal Delay: 13.6 Intersection LOS: B
Intersection Capacity Utilization 73.8% ICU Level of Service D
Analysis Period (min) 15

Splits and Phases: 3: COUNTY LINE RD & SUNCOAST PKWY SB RAMP



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	64	726	0	0	1110	60	492	1	235	0	0	0
Future Volume (vph)	64	726	0	0	1110	60	492	1	235	0	0	0
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.94	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Turn Type	Prot	NA			NA	Perm	Perm	NA	Perm			
Protected Phases	5	2			6			8				
Permitted Phases						6	8		8			
Detector Phase	5	2			6	6	8	8	8			
Switch Phase												
Minimum Initial (s)	7.0	20.0			20.0	20.0	7.0	7.0	7.0			
Minimum Split (s)	13.8	26.8			26.8	26.8	22.5	22.5	22.5			
Total Split (s)	25.0	65.0			40.0	40.0	40.0	40.0	40.0			
Total Split (%)	23.8%	61.9%			38.1%	38.1%	38.1%	38.1%	38.1%			
Yellow Time (s)	4.8	4.8			4.8	4.8	3.4	3.4	3.4			
All-Red Time (s)	2.0	2.0			2.0	2.0	5.1	5.1	5.1			
Lost Time Adjust (s)	0.0	0.0			0.0	0.0		0.0	0.0			
Total Lost Time (s)	6.8	6.8			6.8	6.8		8.5	8.5			
Lead/Lag	Lead				Lag	Lag						
Lead-Lag Optimize?	Yes				Yes	Yes						
Recall Mode	None	C-Min			C-Min	C-Min	None	None	None			
Act Effct Green (s)	9.6	56.5			42.8	42.8		33.2	33.2			
Actuated g/C Ratio	0.09	0.54			0.41	0.41		0.32	0.32			
v/c Ratio	0.42	0.41			0.58	0.09		0.96	0.41			
Control Delay	66.4	8.8			26.2	0.2		65.8	12.6			
Queue Delay	0.0	0.1			0.0	0.0		0.0	0.0			
Total Delay	66.4	8.8			26.2	0.2		65.8	12.6			
LOS	E	A			C	A		E	B			
Approach Delay		13.4			24.8			48.7				
Approach LOS		B			C			D				

Intersection Summary

Cycle Length: 105
Actuated Cycle Length: 105
Offset: 22.5 (21%), Referenced to phase 2:EBT and 6:WBT, Start of Green
Natural Cycle: 80
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.96
Intersection Signal Delay: 27.9 Intersection LOS: C
Intersection Capacity Utilization 73.0% ICU Level of Service D
Analysis Period (min) 15

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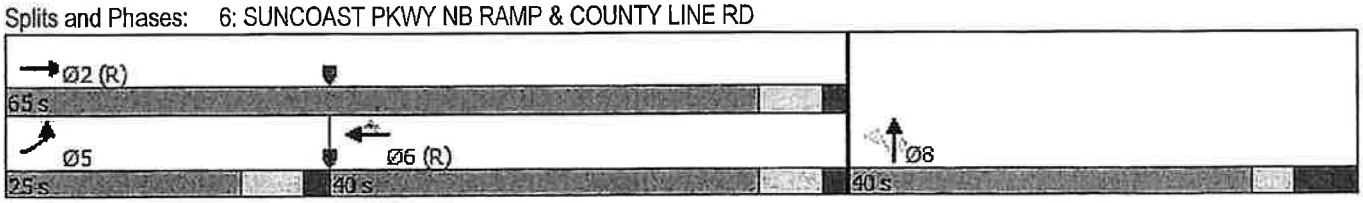
Splits and Phases: 6: SUNCOAST PKWY NB RAMP & COUNTY LINE RD



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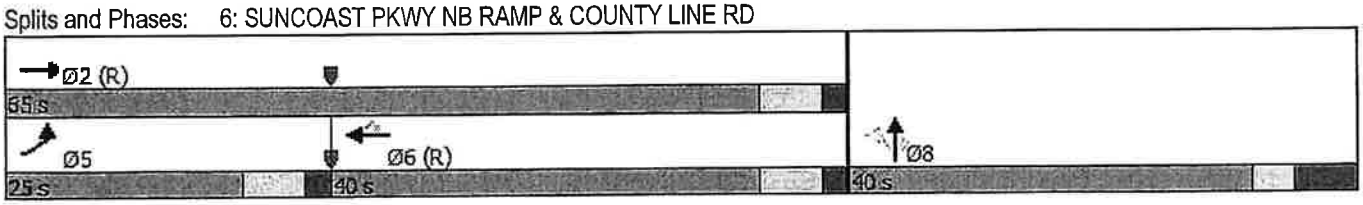
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	74	737	0	0	1116	60	505	1	235	0	0	0
Future Volume (vph)	74	737	0	0	1116	60	505	1	235	0	0	0
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.94	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Turn Type	Prot	NA			NA	Perm	Perm	NA	Perm			
Protected Phases	5	2			6			8				
Permitted Phases						6	8		8			
Detector Phase	5	2			6	6	8	8	8			
Switch Phase												
Minimum Initial (s)	7.0	20.0			20.0	20.0	7.0	7.0	7.0			
Minimum Split (s)	13.8	26.8			26.8	26.8	22.5	22.5	22.5			
Total Split (s)	25.0	65.0			40.0	40.0	40.0	40.0	40.0			
Total Split (%)	23.8%	61.9%			38.1%	38.1%	38.1%	38.1%	38.1%			
Yellow Time (s)	4.8	4.8			4.8	4.8	3.4	3.4	3.4			
All-Red Time (s)	2.0	2.0			2.0	2.0	5.1	5.1	5.1			
Lost Time Adjust (s)	0.0	0.0			0.0	0.0		0.0	0.0			
Total Lost Time (s)	6.8	6.8			6.8	6.8		8.5	8.5			
Lead/Lag	Lead				Lag	Lag						
Lead-Lag Optimize?	Yes				Yes	Yes						
Recall Mode	None	C-Min			C-Min	C-Min	None	None	None			
Act Effct Green (s)	10.2	56.5			42.2	42.2		33.2	33.2			
Actuated g/C Ratio	0.10	0.54			0.40	0.40		0.32	0.32			
v/c Ratio	0.46	0.42			0.59	0.09		0.98	0.42			
Control Delay	67.2	8.8			26.8	0.2		71.3	13.1			
Queue Delay	0.0	0.1			0.0	0.0		0.0	0.0			
Total Delay	67.2	8.9			26.8	0.2		71.3	13.1			
LOS	E	A			C	A		E	B			
Approach Delay		14.1			25.4			52.9				
Approach LOS		B			C			D				

Intersection Summary

Cycle Length: 105
Actuated Cycle Length: 105
Offset: 22.5 (21%), Referenced to phase 2:EBT and 6:WBT, Start of Green
Natural Cycle: 80
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.98
Intersection Signal Delay: 29.5 Intersection LOS: C
Intersection Capacity Utilization 73.8% ICU Level of Service D
Analysis Period (min) 15

Splits and Phases: 6: SUNCOAST PKWY NB RAMP & COUNTY LINE RD



39602

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-037 was published in said newspaper by print in the issues of 06/04/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **06/04/2025**

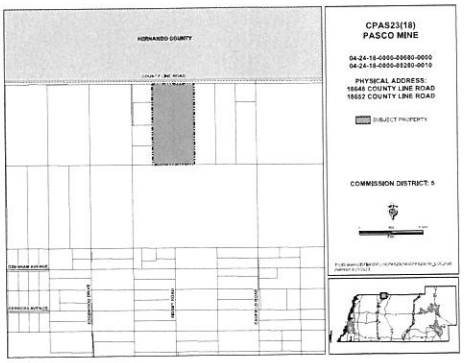
Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 05) FROM RES-1 (RESIDENTIAL 1 DU/GA) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 19.41 ACRES OF REAL PROPERTY LOCATED AT THE SOUTH SIDE OF COUNTY LINE ROAD, A TEXT AMENDMENT CREATING SUBAREA POLICY FLU 7.1.74-PASCO MINE, AND A MAP AMENDMENTTO THE FUTURE LAND USE MAP 2-9 ADDING SUBAREA MAP 2-9(74) PASCO MINE; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.



On **Thursday, June 19, 2025, at 1:30 pm**, the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing at the **West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida** to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On **Tuesday, July 15, 2025, at 1:30 pm**, the Pasco County Board of County Commissioners will hold an adoption public hearing at the **Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.**

[CPAS23(18) Pasco Mine]

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-037

6/04/2025 DB

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

CLARKE G. HOBBY, ESQ. / HOBBY & HOBBY, P.A.
Record Title Holder(s) or Authorized Representative Name(s)

That it is the owner and record title holder or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 04-24-18-0000-00600-0000 and 04-24-18-0000-00200-0010

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: PASCO MINE PD / MPUD

Project Number: CPAS 23(18) and RZ 7749

Request: APPLICATION FOR ZONING AMENDMENT TO MPUD and COMP PLAN AMENDMENT TO PD

That attached is the following:

____ Proof of publication from the _____ (newspaper name, if applicable).

__X__ Certificate of mailing for the notices, which were mailed on 06/04/25 (Date).

__X__ Photos showing the placement of and language on the signage, which was posted on 06/05/25 (Date).

FURTHER AFFIANT SAYETH NOT

Clarke G. Hobby

The foregoing instrument was acknowledged before me the 6/5/25 (date), by Clarke G. Hobby (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

DANYETTE RODRIGUEZ NOTARY PUBLIC MY COMMISSION EXPIRES 2-23-2028 STATE OF FLORIDA COMMISSION NUMBER HH 482726

NOTARY PUBLIC

HOBBY & HOBBY, P.A.
Attorneys and Counselors at Law

H. Clyde Hobby
Clarke G. Hobby
John C. White (of counsel)

109 N. Brush St., Ste. 250
Tampa, FL 33602
Telephone (813) 223-3338
Facsimile (813) 223-9606

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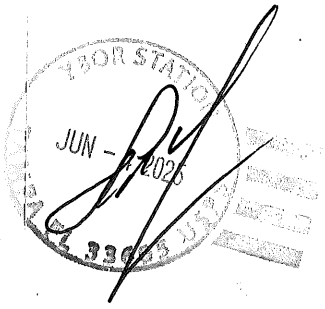

CERTIFICATE OF MAILING
FOR
PASCO MINE – RZ 7749 and CPAS 23(18)

K & M PASCO 130 HOLDINGS LLC
3680 AVALON PARK EAST BLVDSTE 300
ORLANDO, FL 32828-9373

PASCO 40 INC
6915 STATE ROAD 54
NEW PORT RICHEY, FL 34653-6023

FL DEPT OF TRANSPORTATION BUREAU
OF RIGHT OF WAY
11201 MCKINLEY DR
TAMPA, FL 33612-6456

PINETOP MEADOWS LLC
6101 E GRANT RD
TUCSON, AZ 85712

QUALITY INVESTMENTS OF FL LLC
2308 CAMP INDIANHEAD RD
LAND O LAKES, FL 34639-5287

BRYON DONALD LEE & VICKIE SUE &
BRYON DONALD PAUL
18624 COUNTY LINE RD
SPRING HILL, FL 34610-1813

HICE TRENTON & HICE ADAM &
HICE MARK3156 BAY LN
CLEARWATER, FL 33759-4451

FARHADI MATT MEDI REVOCABLE LIVING
TRUST FARHADI MATT MEDI TRUSTEE
12303 MEMORIAL HWY
TAMPA, FL 33635

COUNTY LINE ACQUISITIONS LLC
18430 COUNTY LINE RD
SPRING HILL, FL 34610-1812

HALMO MARTIN
432 SAYLOR LN
ALTOONA, PA 16601-8619

VICTORIOUS LIFE ASSEMBLY OF GOD INC
6224 OLD PASCO RD
WESLEY CHAPEL, FL 33544-3434

18824 CL LLC
18824 COUNTY LINE RD
SPRING HILL, FL 34610-6132

THOMAS RYAN M
66 STOVE RD
BARTO, PA 19504

NORTHRIDGE 829 LLC
1409 TECH BLVD SUITE 1
TAMPA, FL 33619

PASCO COUNTY FACILITIES
MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359



UNITED STATES POSTAL SERVICE

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$13.65
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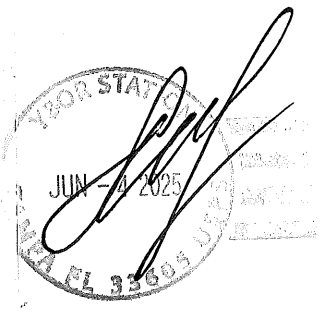
JUN - 4 2025
TAMPA FL 33605 USPS



HERNANDO COUNTY
20 N MAIN ST RM 460
BROOKSVILLE FL 34601-2893

SEXTON HARBURG LLC
5203 COTO PL
VALRICO FL 33596-8264

DEUSER TONY JAMES
VUONG BINH NHU
89 GILLIAN DR
SPRING HILL FL 34609-9372

MHC TOPICS LLC
C/O DUFF & PHELPS, A KROLL BUSINESS
PO BOX 618990
CHICAGO IL 60661-8951

BASS VALENTINA
13588 HUNTERS POINT ST
SPRING HILL FL 34609-0757

TIRES UNLIMITED & SERVICE LLC
10377 COUNTY LINE RD
SPRING HILL FL 34609-5623

DAVIS MICHELLE,
BIEGAJ FRANCIS
77 GILLIAN DR
SPRING HILL FL 34609-9372

NICOLINI MICHELLE
13112 ZARBIS DR
SPRING HILL FL 34609-9301

JARVIS KATHLEEN
97 GILLIAN DR
SPRING HILL FL 34609-9372

ZENO HECTOR, ZENO GLORIA,
ZENO KEVIN
14793 LINDEN DR
SPRING HILL FL 34609-9001

KINDS JAN
13132 ZARBIS DR
SPRING HILL FL 34609

HUBBARD ROBERT M
HUBBARD IRENE S
13134 SUSSEX ST
SPRING HILL FL 34609-9306

HAMOUI MOHAMED NAZIR TTEE
HAMOUI NADA TTEE
2609 MILFORD BERRY LN
TAMPA FL 33618-1921

BRENNAN JACQUELYN M
65 GILLIAN DR
SPRING HILL FL 34609-9372

SFR II BORROWER 2021 3 LLC
120 S RIVERSIDE PLZ STE 2000
CHICAGO IL 60606-6995

HOMEOWNERS ASSOCIATION OF
AVALON WEST INC
6522 GUNN HWY
TAMPA FL 33625-4022

LANDBUILDER LLC
6522 GUNN HWY
TAMPA FL 33625-4022

M I HOMES OF TAMPA LLC
4343 ANCHOR PLAZA PKWY STE 200
TAMPA FL 33634-7508

IH CENTRAL FLORIDA LLC
6522 GUNN HWY
TAMPA FL 33625-4022

HERNANDO COUNTY
15470 FLIGHT PATH DR
BROOKSVILLE FL 34604-6823

MEOLA JOHN
MEOLA LINDA M
48 GILLIAN DR
SPRING HILL FL 34609-9371

BARR JOHN H
BARR SUSAN
37908 CHERRY LAKE RD
FRUITLAND PARK FL 34731-5149

LACERDA JOSEPH S
LACERDA JUDITH L
41 GILLIAN DR
SPRING HILL FL 34609-9304

GIBB RONALD D, THOMAS GERALD A,
THOMAS SHARON L
PO BOX 5138
SPRING HILL FL 34611-5138

ADAMSKI ANNETTE J
2516 WAUKEGAN RD #334
GLENVIEW IN 60025

LIBENGOOD TYSON L
LIBENGOOD AMANDA N
60 GILLIAN DR
SPRING HILL FL 34609-9371

BARNETT SCELLAR
40 GILLIAN DR
SPRING HILL FL 34609-9371

HARRIS RANDALL S TTEE
HARRIS PAMELA J TTEE
13157 ZARBIS DR
SPRING HILL FL 34609-9093

YBOR STATION
JUN - 4 2025
TAMPA FL 33605 USPS

UNITED STATES POSTAL SERVICE
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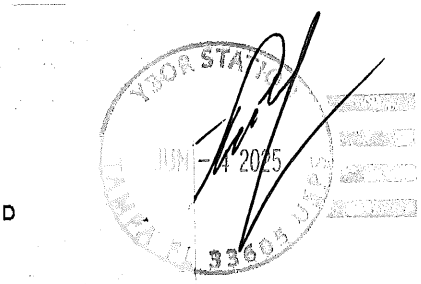



U.S. POSTAGE PAID
TAMPA, FL
33605
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HOBBY & HOBBY, P.A.

Attorneys and Counselors at Law

H. Clyde Hobby
Clarke G. Hobby
John C. White (of counsel)

109 N. Brush St., Ste. 250
Tampa, FL 33602
Telephone (813) 223-3338
Facsimile (813) 223-9606

Dear Property Owner:

This is to notify you that on the dates below, Pasco County intends to consider the following Applications:

MASTER PLANNED UNIT DEVELOPMENT("MPUD"):

Application for Zoning Amendment, Pasco County File No. RZ-7749, to rezone the subject property from C-1 Neighborhood Commercial District and A-C Agricultural District to MPUD Master Planned Unit Development District for the development of a mixed-use development consisting of retail and industrial uses.

COMPREHENSIVE PLAN AMENDMENT:

Small-Scale Comprehensive Plan Amendment, Pasco County File No. CPAS 23(18), to the Future Land Use Map from RES-1 (Residential-1 du/ga) to PD (Planned Development).

The property is located at the south side of Pasco-Hernando County Line Road, approximately 1.2 miles west of the Suncoast Parkway *(*Pasco County Parcel Nos.: 04-24-18-0000-00600-0000 and 04-24-18-0000-00200-0010) and contains 19.41 acres, more or less.

Public hearings for the consideration of this application will be held:

Planning Commission	**06/19/25**	**West Pasco Govt. Center 1st Floor, Board Room 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**
Board of County Commissioners	**07/15/25**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition.

Page 37 of 58

Any person desiring to appeal any decision made by the Planning Commission or Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

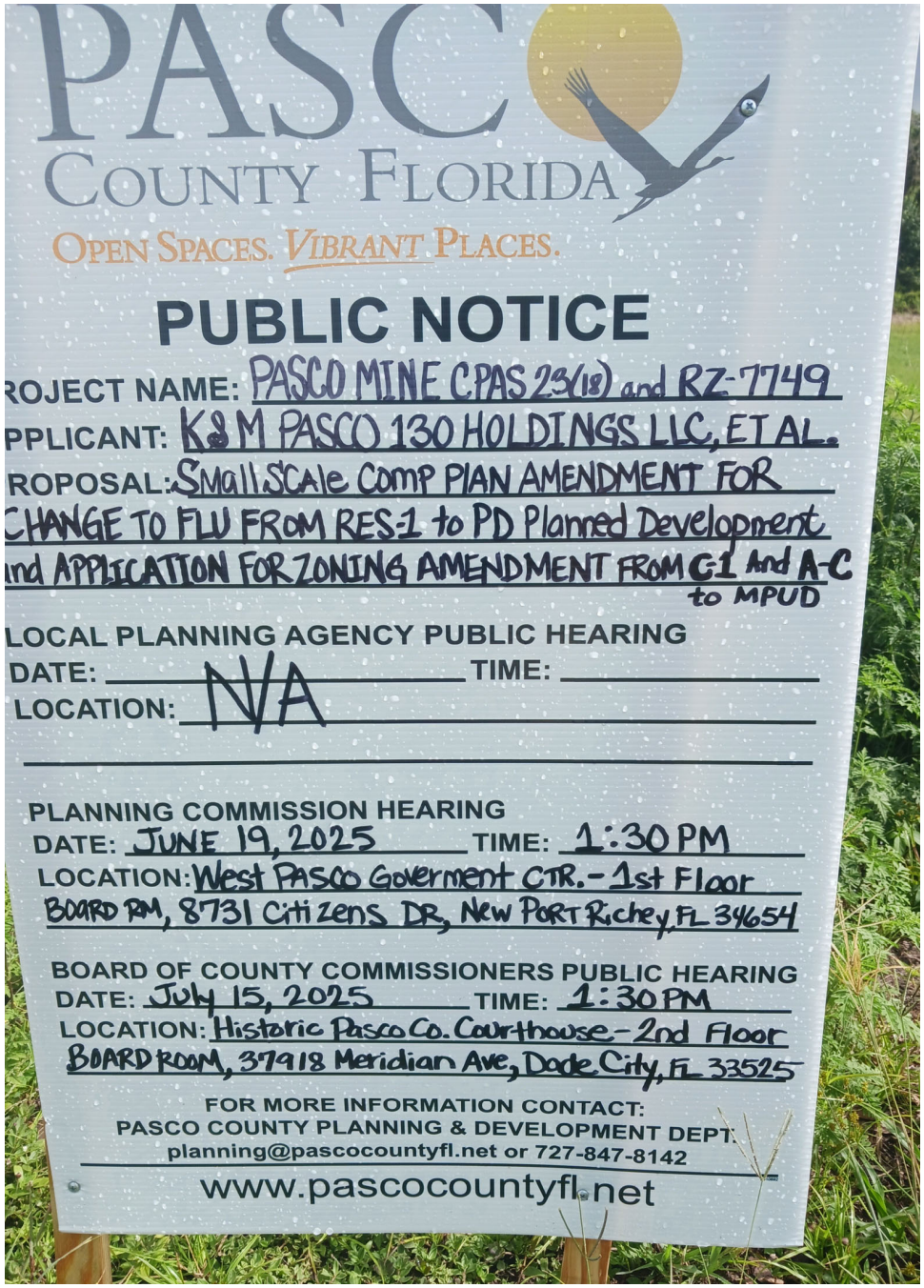
On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Planning and Development Department.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Sincerely,

Clarke G. Hobby

Clarke G. Hobby


PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
PUBLIC NOTICE
ROJECT NAME: PASCO MINE CPAS 23(18) and RZ-7749
PPLICANT: K&M PASCO 130 HOLDINGS LLC, ET AL.
ROPOSAL: Small Scale Comp Plan AMENDMENT FOR
CHANGE TO FLU FROM RES-1 to PD Planned Development
nd APPLICATION FOR ZONING AMENDMENT FROM C-1 and A-C
to MPUD
LOCAL PLANNING AGENCY PUBLIC HEARING
DATE: NA TIME:
LOCATION: NA
PLANNING COMMISSION HEARING
DATE: JUNE 19, 2025 TIME: 1:30 PM
LOCATION: West PASCO Goverment CTR. - 1st Floor
BOARD RM, 8731 Citizens DR, New PORT Richey, FL 34654
BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING
DATE: July 15, 2025 TIME: 1:30 PM
LOCATION: Historic Pasco Co. Courthouse - 2nd Floor
BOARD ROOM, 37918 Meridian Ave, Dade City, FL 33525
FOR MORE INFORMATION CONTACT:
PASCO COUNTY PLANNING & DEVELOPMENT DEPT.
planning@pascocountyfl.net or 727-847-8142
www.pascocountyfl.net


PASCO
COUNTY FLORIDA
PUBLIC NOTICE
LOCAL PLANNING AGENCY PUBLIC HEARING
DATE: NA
LOCATION: NA
www.pascocountyfl.net

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PLANNING COMMISSION AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** PDE25-7749 **DATE:** 6/19/2025

SUBJECT: Zoning Amendment (Consent) – Pasco Mine MPUD Master Planned Unit Development – K&M Pasco 130 Holdings, LLC– A Rezoning Petition from an A-C Agricultural District to an MPUD Master Planned Unit Development to allow for the maximum development of 30,000 Square Feet of Commercial/Retail, 150,000 Square Feet of Light Industrial, and 7 Acres for a Concrete Batch Plant and associated infrastructure, on Approximately 19.41 Acres, Located on the South side of County Line Road North and 1.25 miles West of Suncoast Parkway

REFERENCES: All Planning Commission (PC) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC at NPR 5/15/25 Continued; BCC at NPR 6/17/25 Continued; PC at NPR 6/19/25, BCC at DC 7/15/25

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:

Recommend approval with conditions of the rezoning request to the Board of County Commissioners.

BACKGROUND:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment – MPUD Master Planned Unit Development; Section 522 – MPUD Zoning District.

Proposed is a rezoning request from an A-C Agricultural Zoning District to an MPUD Master Planned Unit Development to allow for the maximum development of 30,000 square feet of commercial/retail, 150,000 square feet of light industrial, and 7 acres set aside for a concrete batch plant and associated infrastructure on approximately 19.41 acres.

The applicant is also seeking the following variations from the LDC:

LDC Section 805.6 - Restrictions on Post-Development Wetlands and Upland Buffers Within Residential Lots and Nonresidential Parcels – The applicant requests to seek relief from the requirement to form a mandatory association or CDD to own and manage the open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, or other special-purpose areas when within a multi-family parcel or under single ownership for any industrial or commercial/retail sites.

LDC Section 905.2- Landscaping and Buffering- The applicant requests not to provide internal buffers between industrial uses.

Staff Variation Request Analysis:

For the maintenance of the property, PDE has identified that the owner/developer will be responsible for overseeing its maintenance, which will include open spaces, drainage areas, common areas,

landscape areas, wetland areas, buffer areas, preservation/conservation areas or any other designated areas within the property. PDE has identified that a Type "C" landscape buffer will be provided to the west, and buffering will be provided in accordance with the LDC to the north and east. PDE is amenable to granting relief of the variations requested from the aforementioned section of the LDC.

SITE DETAILS

This project is located in the North Market Area, on the south side of County Line North and 1.15 miles west of the intersection of County Line Road and Suncoast (Parcel ID's: part of 04 24 18 0000 00600 0000; 04 24 18 0000 00200 0010).

Commission District:	The Honorable Jack Mariano
Project Name:	Pasco Mine MPUD
Applicants' Name(s):	K&M Pasco 130 Holdings
Current Zoning District:	A-C Agricultural District
Proposed Zoning District:	MPUD Master Planned Unit Development
Future Land Use (FLU) Classification:	RES-1 (Residential-1 Du/Ga)
Water/Sewage:	Pasco/Pasco
Flood Zone:	X
Requested Entitlements:	30,000 square feet of commercial/retail, 150,000 square feet of light industrial uses, and 7 acres of concrete batch plant
Roads/Access:	County Line Road (Public)

MPUD SURROUNDING CONDITIONS ANALYSIS

Within a one (1)-mile radius of the Pasco Mine MPUD exists four (4) approved MPUDs. The area is mostly characterized by agricultural, industrial, and residential uses. Directly west of the subject site, there are single-family detached homes. However, just west of the single-family homes, approximately 350 feet west of the subject site, there are two parcels that are currently zoned as I-1 Light Industrial Park District and I-2 General Industrial Park District.

The neighboring MPUDs are characterized by single-family detached and attached, multi-family, and commercial/office uses. The Northridge MPUD (PDE-7795) is currently under construction and recently had a substantial modification approved by the BCC on 11/12/24 to add an additional 58 single-family detached units to the approved 700 single-family detached entitlements. Additionally, there is a commercial component of the Northridge MPUD which locates 60,000 square feet of commercial on the frontage of County Line Road. The owner/developer for Land Trust No. 76 MPUD (ZN12-7015) has not yet submitted any site plans for development. However, the Land Trust No.76 in COA # 42 specifically requires 75% of the nonresidential buildings to be located along the frontage of County Line Road.

There are two MPUDs that received approval by the BCC on 4/22/25, just west of the subject site, Sun City County Line North MPUD, and Suncoast Villages MPUD. Sun City County Line North is

approved for 156 platted townhomes and 10,000 square feet of Commercial/Retail (permitted uses in the C-2 General Commercial District) located at the frontage of County Line Road. The Suncoast Villages MPUD is approved for 144 townhome units.

The proposed MPUD locates the proposed 30,000 square feet of commercial uses along County Line Road, which is consistent with the existing approved MPUDs in the surrounding area, and locates the more intense light and heavy industrial uses internal to the subject site closer to the existing mining operation.

The existing Future Land Use of the subject site is RES-1(Residential-1 du/ga). In order to accomplish the proposed rezoning, a companion comprehensive plan amendment was filed to amend the Future Land Use to PD (Planned Development) with a corresponding subarea policy (POLICY FLU 7.1.74 PASCO MINE PD). The location of the commercial and industrial uses along a County arterial roadway is consistent with the Comprehensive Plan and is supported through the addition of the subarea policy, which provides maximum levels of development.

The proposed MPUD utilizes the conditions of approval from the Seven Diamonds Commerce Park MPUD (RZ-7649) that was approved on 11/14/23 by the BOCC for the conditions pertaining to the concrete batch plant to provide consistency for batch plants within the County.

MPUD Name	Approved Entitlements
Northridge MPUD (RZ-7795)	758 single-family detached/attached, 60,000 square feet of commercial/office
Land Trust No. 76 MPUD (ZN12-7015)	120 multi-family units, 55 single-family detached, 70,000 square feet of commercial/office
Sun City County Line Road MPUD (RZ-7849)	156 platted townhomes and 10,000 square feet of Commercial/Retail (permitted uses in the C-2 General Commercial District)
Suncoast Villages MPUD (RZ-7820)	144 platted townhomes

SURROUNDING ZONING AND LAND USES			
	Zoning District	Future Land Use (FLU)	Existing Use
North	Hernando County	Hernando County	County Line Road (Arterial County Road)
South	A-C Agricultural District	RES-1 (Residential-1 Du/Ga)	Existing Mining Operation
East	C-1 Neighborhood Commercial District	COM (Commercial)	Vacant
West	A-C Agricultural District, A-R Agricultural-Residential District	RES-1 (Residential-1 Du/Ga)	Residential

PREVIOUS ZONING ACTION(S) AND BACKGROUND DETAILS

On March 2009, the Board of County Commissioners (BCC) approved Petition No. CU08-64 for a conditional use for a Class I Mine in an A-C Agricultural and A-R Agricultural Residential Districts.

On March 2017, the Board of County Commissioners (BCC) approved PDD17-CU15, allowing the extraction of limestone/lime rock mechanically with no blasting.

On October 2021, the Board of County Commissioners (BCC) approved PDD22-CU01 for the extension of a mining operating permit already existing in the property.

On December 2024, the Board of County Commissioners (BCC) approved PDE25-CU06 to revise the existing conditions and to allow for the expansion of the mining operation.

FINDING OF FACT

1. The subject property is located in the North Market Area.
2. The subject site contains two parcels: PID: 04-24-18-0000-00200-0010 is currently vacant, and 04-24-18-0000-00600-0000 is currently utilized for access to County Line Road for the mining operation, including a weight station.
3. The proposed development has a companion Comprehensive Plan Amendment (CPAS23-18) to amend the Future Land Use to PD(Planned Development).
4. Planning Services worked with the Florida Department of Transportation (FDOT) to understand the potential right-of-way improvements of County Line Road. FDOT and their contractor for the County Line Road widening have confirmed that even though a new Project Development and Environment (PD&E) study is being done, the current ROW on the south will hold at the existing extent of the current Right-of-Way (ROW), even with the new working design. The proposed improvements will take place on the northern side (Hernando County). The email correspondence from FDOT dated 12/26/24 has been included in the attachments for reference.
5. The applicant will be providing an interconnection to the west of the subject site to ensure connectivity in the event that non-residential uses are contemplated in the future with the inclusion of the Vision Road "W" running along the western boundary of the properties to the west of the subject site. The applicant will also be providing an interconnection to the east of the subject site, to provide consistency and accessibility with the proposed commercial uses of the Pasco Mines MPUD and the existing C-1 Neighborhood Commercial District zoning that is located on the property abutting the subject site (to the east).
6. The applicant will be providing a “Type C” buffer on the western portion of the subject site, which is 20 feet in width and includes a minimum 6 foot tall opaque fence.
7. The proposed Concrete Batch Plant will be set back 300 feet from the western boundary of the subject site/ MPUD. The applicant will provide an updated MPUD Master Plan before the July 15, 2025 BCC meeting reflecting this setback.
8. This project was submitted to Hernando County for review on May 6, 2024, and there were no comments or responses from Hernando County regarding this rezoning.
9. LDC Section 402.2.C.8 specifies that variations from this Code may be reviewed and approved by the PC and BCC during the public hearing held on any application for an MPUD zoning amendment and the BCC finds, in the particular case, that the proposed variation(s) meet(s) or exceed(s) the intent of the Code. The Planning, Development, and

Economic Growth Department (PDE) has reviewed the requested variation(s) and finds that it meets the intent of the LDC as noted.

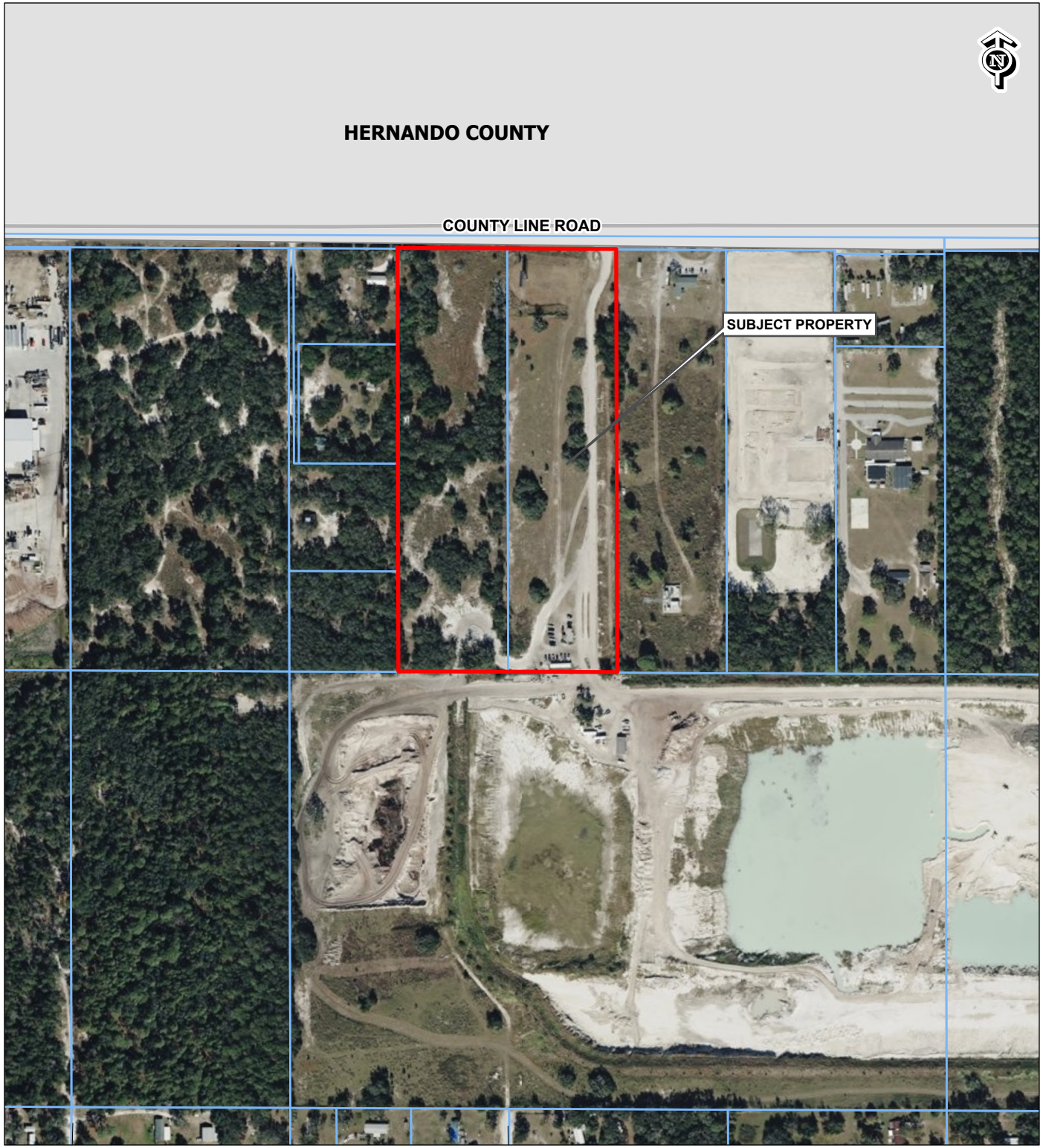
10. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.

PRELIMINARY FEASIBILITY ANALYSIS A preliminary feasibility analysis was conducted by the PDE. The following assessments/comments/conditions are derived from the various County departments and other agencies.

1. Timing and Phasing (T&P) and/or Substandard Road Analysis (SSRA): The PDE Transportation Planner concluded "Considering County's Cost Affordable Plan and the identified improvements, all segments of County Line Road operate within acceptable V/C ratios. A detailed Access Management analysis will be required at the time of site plan review which may show additional improvements required at the project access locations". Per the Florida Department of Transportation (FDOT) and their contractor for the County Line Road widening, they have confirmed that even though a new PD&E is being done, the current ROW on the south will hold at the existing extent of current ROW, even with the new working design. The proposed improvements will take place on the northern side.
2. Pasco County Utilities (PCU): The applicant may need to make offsite improvements to the County's infrastructure to connect to water services. However, the applicant may rely on well and septic to serve the existing office within the MPUD that serves the existing mine and the Concrete Batch Plant.
3. Pasco Sheriff's Office (PSO): The PSO provided no comments on the proposed rezoning.
4. Fire: The Fire Department had no issues with the proposed rezoning.
5. Emergency Management: The Emergency Management Department had no issues with the proposed rezoning.
6. School District: The School District had no issues with the proposed rezoning.
7. Parks, Recreation, and Natural Resources (PRNR): The PRNR supports the proposed rezoning with the conditions that have been included.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

ATTACHMENT(S):
1. PDE25-7749: Visuals
2. PDE257749: Exhibit A, B, and C (Legal Description, Conditions of Approval, Master Plan, and Exhibit 1 Construction Plans for Mine Expansion)
3. PDE25-7749: Timing and Phasing
4. PDE25-7749: FDOT Email Confirming ROW on County Line Road
5. PDE25-7749: Proof of Publication
6. PDE25-7749: Affidavit of Public Notice



RZ-7749
A-C TO MPUD

04-24-18-0000-00200-0010
04-24-18-0000-00600-0000

K&M PASCO 130 HOLDINGS LLC &
OLUSANYA A OYEKOYA & REGINA
L M MATTHEWS/PASCO MINE MPUD
3680 AVALON PARK E BLVD, #300
ORLANDO, FL 32828

PHYSICAL ADDRESS:
18744 COUNTY LINE RD

TAZ-33
COMMISSION DISTRICT: 5

SUBJECT PROPERTY

0 430 860
Feet

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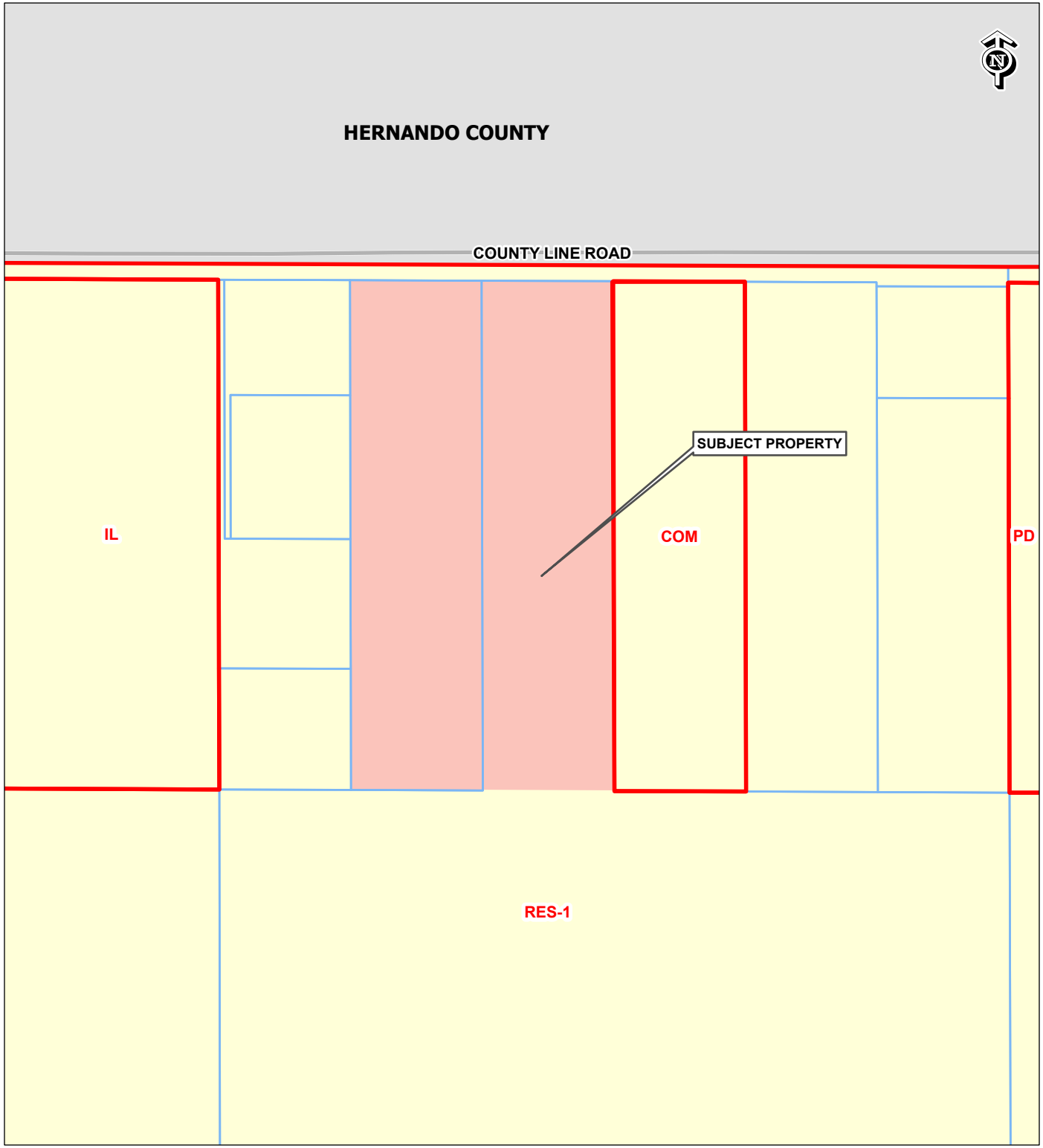

RZ-7749
A-C TO MPUD

04-24-18-0000-00200-0010
04-24-18-0000-00600-0000

K&M PASCO 130 HOLDINGS LLC &
OLUSANYA A OYEKOYA & REGINA
L M MATTHEWS/PASCO MINE MPUD
3680 AVALON PARK E BLVD, #300
ORLANDO, FL 32828

PHYSICAL ADDRESS:
18744 COUNTY LINE RD

TAZ-33
COMMISSION DISTRICT: 5

SUBJECT PROPERTY
FUTURE LAND USE 2025

0 360 720
Feet

GISFlat02\LocationMaps\Zoning\RZ-7749
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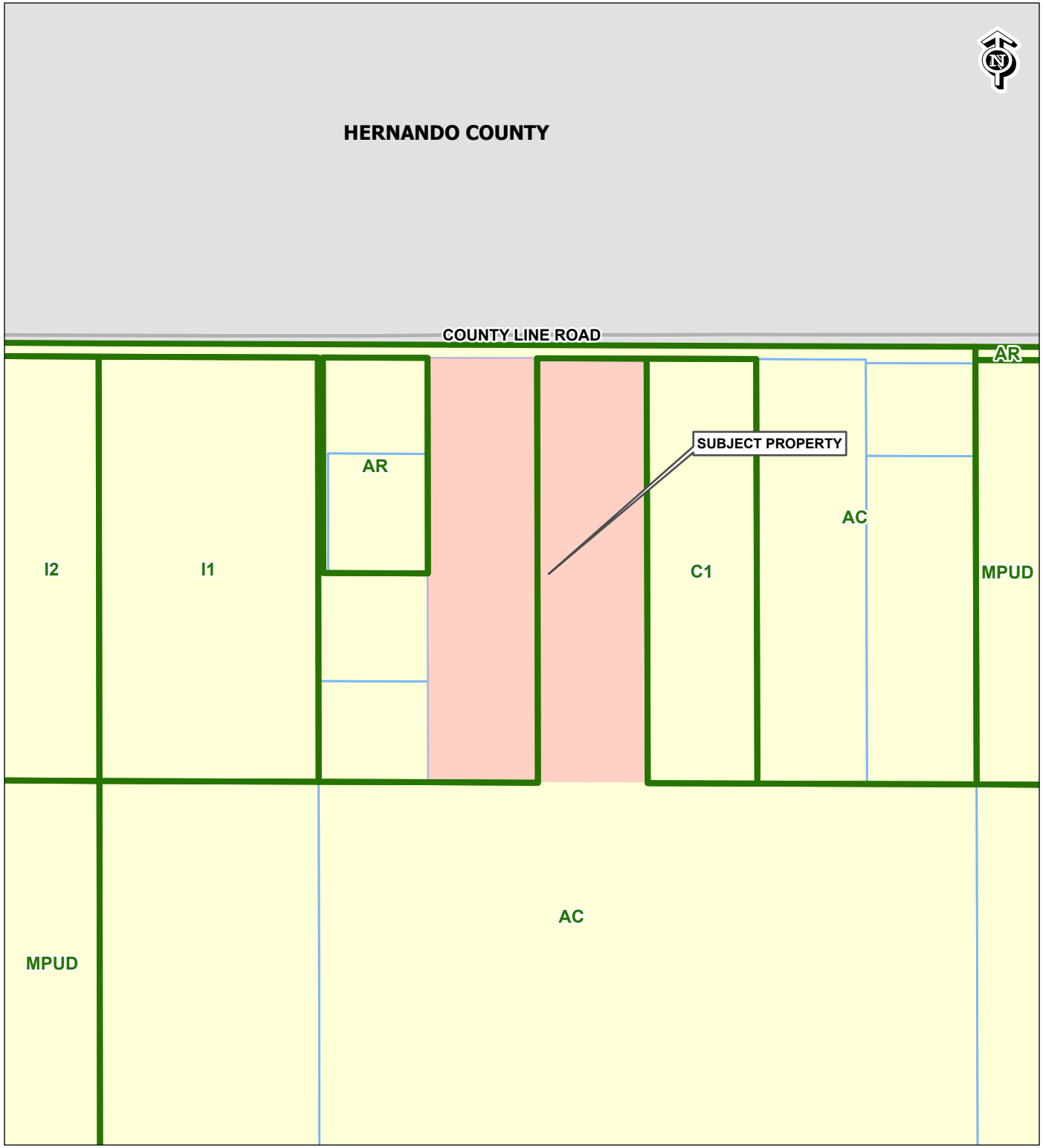

RZ-7749
A-C TO MPUD

04-24-18-0000-00200-0010
04-24-18-0000-00600-0000

K&M PASCO 130 HOLDINGS LLC &
OLUSANYA A OYEKOYA & REGINA
L M MATTHEWS/PASCO MINE MPUD
3680 AVALON PARK E BLVD, #300
ORLANDO, FL 32828

PHYSICAL ADDRESS:
18744 COUNTY LINE RD

TAZ-33
COMMISSION DISTRICT: 5

SUBJECT PROPERTY
EXISTING ZONING

0 430 860
Feet

G:\SFlat02\LocationMaps\Zoning\RZ-7749
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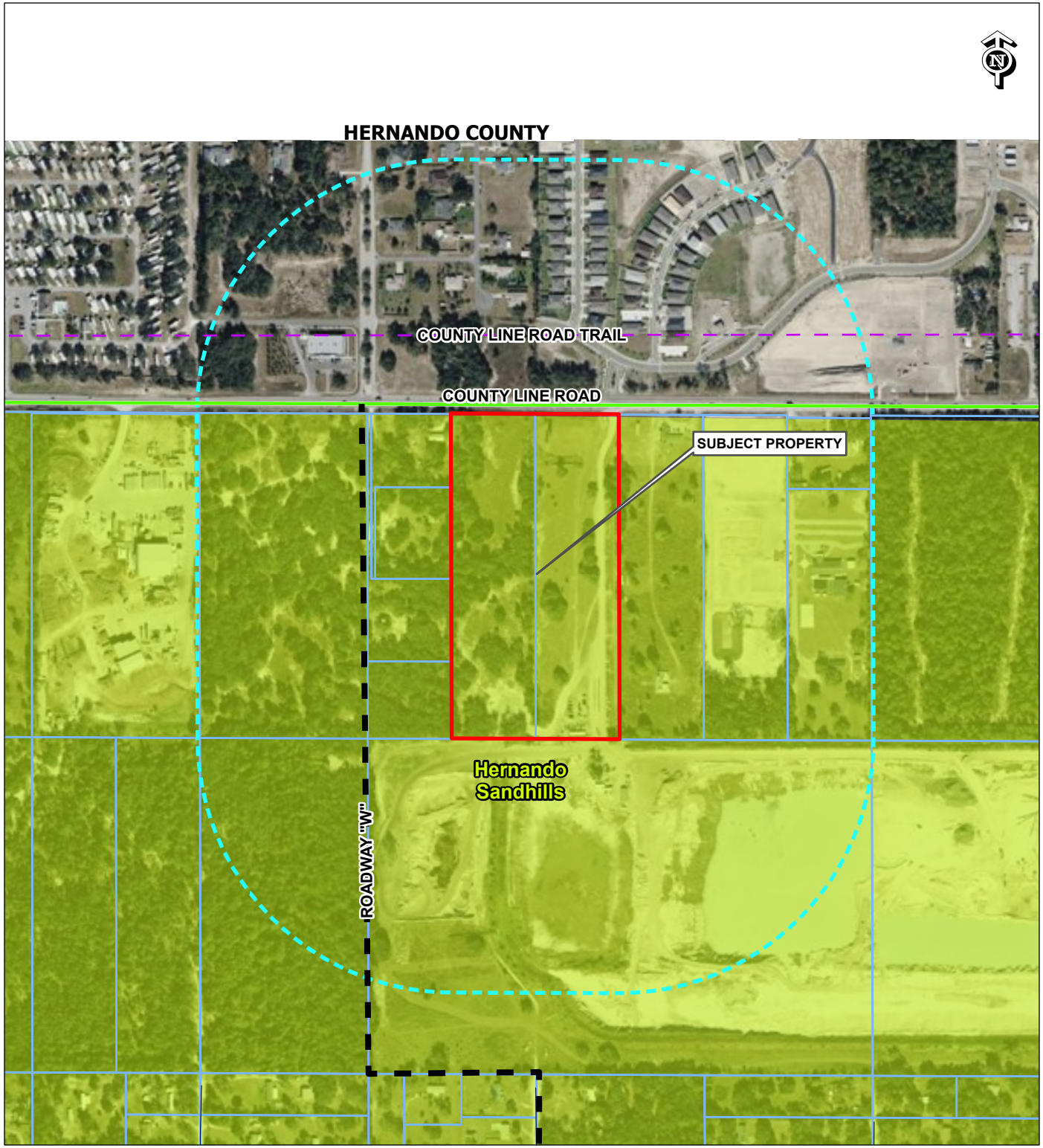

RZ-7749
A-C TO MPUD

04-24-18-0000-00200-0010
04-24-18-0000-00600-0000

K&M PASCO 130 HOLDINGS LLC &
OLUSANYA A OYEKOYA & REGINA
L M MATTHEWS/PASCO MINE MPUD
3680 AVALON PARK E BLVD, #300
ORLANDO, FL 32828

PHYSICAL ADDRESS:
18744 COUNTY LINE RD

TAZ-33
COMMISSION DISTRICT: 5

Subject Property
1000ft Buffer
Conceptual Trails / Planned
Exisiting Arterial
Vision Collector

0 550 1,100
Feet

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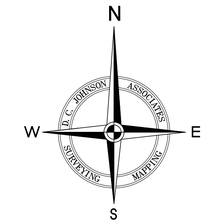
EXHIBIT A

LEGAL DESCRIPTION

OF A PORTION OF

SECTION 4, TOWNSHIP 24 SOUTH, RANGE 18 EAST
PASCO COUNTY, FLORIDA

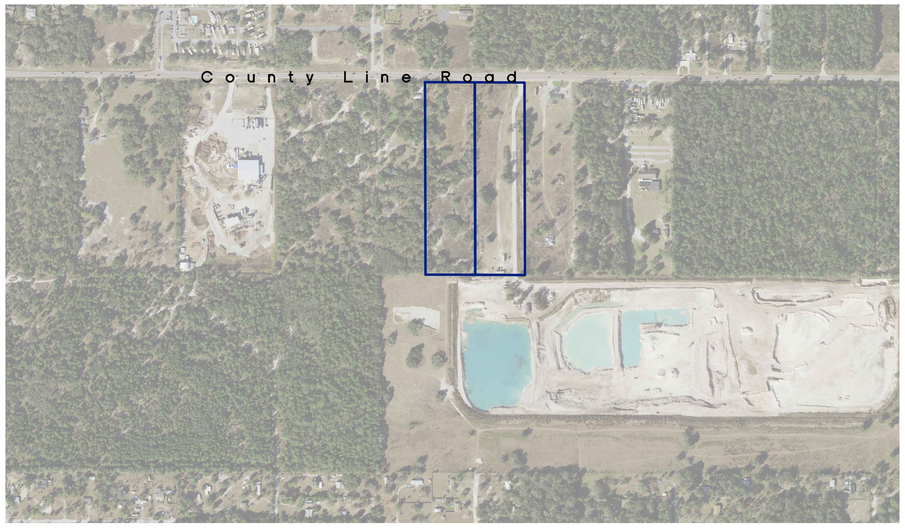


SURVEYOR'S NOTES:

1. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than those certified to. This survey meets the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.
2. This survey was prepared without an abstract of title; therefore the undersigned makes no guarantees or representations regarding information shown hereon pertaining to easements, rights-of-way, setback lines, agreements, reservations, or other similar matters.
3. No instruments of record reflecting easements, right-of-ways and/or ownership were furnished to the undersigned except as shown.
4. No underground installations, improvements or encroachments, have been located except those shown hereon.
5. Bearings shown hereon are based on the Florida State Plane Coordinate System, FL-West Projection, with West boundary of the West 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4, of Section 4, Township 24 South, Range 18 East, Pasco County, Florida, having a grid bearing of N.00°00'09"W.
6. Bearings and distances shown hereon are field measured, unless otherwise indicated.
7. The text for ties to improvements indicates the direction they lie in relation to the boundary.
8. Subject property may contain lands that are subject to jurisdiction or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.) or Florida Department of Environmental Protection (F.D.E.P.).

ALTA TABLE A NOTES:

- [Item 1] See map of survey for found or set monuments.
- [Item 2] The physical address of the subject property is 18648 County Line Road, Spring Hill, FL 34610.
- [Item 3] Subject property appears to lie in Flood Zone "X" according for FEMA Flood Insurance Rate Map Panel No. 12101C0045F, dated 9/26/2014.
- [Item 4] Subject property contains 9.71 & 9.70 acres, more or less.
- [Item 6] Zoning Report not provided to Surveyor as of 6/9/23
- [Item 7] See map of survey for building dimensions and area.
- [Item 8] See map of survey for depiction of substantial features observed.
- [Item 14] Subject property lies approximately 1350' from the intersection of County Line Road and Linden Drive.
- [Item 16] No evidence of recent earth moving work, building construction, or building additions were observed.
- [Item 18] See Schedule B-II table for index of easements and servitudes disclosed in Title Documents. See map of survey for depiction thereof.



VICINITY MAP
NOT TO SCALE

SCHEDULE B-II	
	NO TITLE COMMITMENT PROVIDED TO SURVEYOR

DESCRIPTION: (prepared per this survey.)

East 1/2 of East 1/2 of Northwest 1/4 of Northeast 1/4 of Section 4, Township 24 South, Range 18 East, Pasco County, Florida, Less road right-of-way.

AND

West 1/2 of West 1/2 of Northeast 1/4 of Northeast 1/4 of Section 4, Township 24 South, Range 18 East, Pasco County, Florida, Less road right-of-way.

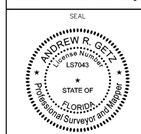
CERTIFICATION:

To:
- Avalon Park Group

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 6(b), 7(a), 7(b)(1), 8, 14, 16, & 18 of Table A thereof. The fieldwork was completed on 6/9/23.

Date of Plat or Map: 6/9/23

SEAL



Andrew Getz

Andrew R. Getz
PLS/PSM License Number 7043

This survey conforms to the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

DRAWN: CAG	DATE: 6/9/23
CHECKED: ARG	DATE: 6/9/23

DATE	REVISION	BY

DATE OF FIELD SURVEY: 6/9/23

COVER SHEET

SEE SHEET 2 FOR BOUNDARY INFORMATION

JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Licensed Business No. 4514
11911 S. Curley Street
San Antonio, FL 33576
Phone: (352) 588-2768
Email: survey@dcjohnson.com
www.dcjohnson.com

BOUNDARY SURVEY

PREPARED FOR: Avalon Park Group

County Line Road Mine
Oyekoya & Mine Parcel

PROJECT NO: 2022-358B01.BG00001
SEC: 4 | TWP: 24S | RNG: 18E | COUNTY: Pasco County

SCALE: As Shown

SHEET NO: 1 of 2

ALTA/NSPS LAND TITLE SURVEY

OF A PORTION OF

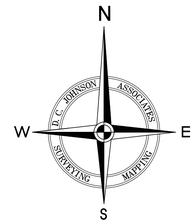
SECTION 4, TOWNSHIP 24 SOUTH, RANGE 18 EAST

PASCO COUNTY, FLORIDA

LEGEND

- IP, IR = IRON PIPE, IRON ROD
- CM = CONCRETE MONUMENT
- (F) = FIELD DERIVED MEASUREMENT
- O.R. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- = FOUND IR (SIZE & REGISTRATION NUMBER AS NOTED)
- = FOUND CM (SIZE & REGISTRATION NUMBER AS NOTED)
- = POWER POLE/TELEPHONE POLE
- = GUY ANCHOR
- = ROADSIGN
- = MAILBOX
- = GAS LINE WITNESS POST
- = TELEPHONE PEDESTAL
- = CHAIN LINK FENCE
- = WIRE FENCE
- = WOOD FENCE
- OHP = OVERHEAD POWER LINE
- = ASPHALT
- = CONCRETE
- = GRAVEL/DIRT ROAD





BY	REVISION	DATE

DATE OF FIELD SURVEY: 6/9/23

BOUNDARY SHEET

SEE SHEET 1 FOR NOTES

JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Licensed Business No. 4514
1111 S. Alafaya Trail
San Antonio, FL 33576
Phone: (352) 588-2768
Email: e-mail@dsjohnson.com
www.dsjohnson.com

BOUNDARY SURVEY

PREPARED FOR:

Avalon Park Group

County Line Road Mine
Oyekoya & Mine Parcel

PROJECT NO. 2022-358B01BG00001			
SEC: 4	TWP: 24S	RNG: 18E	COUNTY: Pasco County

SCALE: 1" = 80'

SHEET NO: 2 of 2

EXHIBIT B

CONDITIONS OF APPROVAL

PASCO MINE
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 7749

Master Development Plans

1. Development shall be in accordance with the plans and information submitted August 21, 2023, January 25, 2024, and March 28, 2025; the Land Development Code (LDC); and the Comprehensive Plan unless otherwise stipulated or modified herein.

Environmental

2. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

3. The applicant shall provide a 100% gopher tortoise burrow survey conducted according to FFWCC guidelines, the FFWCC gopher tortoise relocation permit and FFWCC accepted after action report prior to issuance of site development placard. If site construction does not commence within 90 days from the date of the most recent 100% gopher tortoise survey or capture activities, a new gopher tortoise burrow survey must be completed to ensure gopher tortoises have not moved in and, if found, a valid permit must be obtained, amended, or acted on to capture and relocate all tortoises prior to commencing any site clearing.

4. Suitable nest cavities for the Southeastern American Kestrel were observed within the project area. All suitable nest cavities shall be surveyed for kestrel activity during the breeding season (March 1 to July 31). All potential nesting cavities shall be identified, recorded, and clearly identified in the field. The applicant shall abide by current FFWCC permitting guidelines and provide documentation from FFWCC that they are in conformance with the guidelines prior to issuance of site development placard.

5. A copy of the SWFWMD Environmental Resource Permit (ERP) shall be submitted to the Pasco County project record prior to issuance of site development placard.

Open Space/Buffering

6. Prior to the first certificate of occupancy or equivalent for a concrete batch plant within the MPUD (which is only allowed in the portion of the MPUD depicted as “Concrete Batch Plant” on the MPUD Master Plan), Applicant/developer shall install a Type “C” landscape buffer along the west boundary of the MPUD. Otherwise, Applicant/developer shall install a Type “C” landscape buffer along the western boundary of the MPUD in phases as development occurs along the western boundary. The landscape buffers along the north and east boundaries of the MPUD shall be in accordance with the LDC. No landscape

buffer shall be required along the south boundary because the MPUD is adjacent to an active mine. Existing vegetation may be used to satisfy requirements pursuant to LDC section 905.2 and shall not require an alternative standard application. No internal landscape buffers between industrial uses shall be required.

7. The developer(s) shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the State of Florida, Secretary of State, and/or, if approved, by the BCC or State of Florida, a Community Development District (CDD). The association(s) or District(s) shall encompass the entire boundaries of the MPUD except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board). The developer(s) shall convey in fee simple to the association(s) or the CDD(s), for ownership and maintenance, open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special-purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association(s) as well, but only to the CDD(s) if such special power, pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowners'/property owners'/condominium owners'/merchants' association(s) or CDD documents, including Articles of Incorporation with proof of being filed with the State of Florida, Secretary of State, restrictive covenants, and all exhibits shall be submitted to the Survey Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD that funded such improvements as applicable. Notwithstanding any other provision of this condition, the developer shall not be required to dedicate any open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, or other special purpose areas to such an association or CDD, or include such areas with such association or CDD boundaries, if the affected areas are located entirely within a commercial or industrial (including the concrete batch plant) parcel under single ownership.

8. The applicant shall replace any tree inches removed for this project and shall place them within any required landscaping; however if enough landscaping is not required to mitigate the tree removal and the applicant cannot find additional common area to plant the required number of tree inches, then the applicant shall pay into the tree mitigation fund at the rate established by resolution of the BCC (Resolution 08-284, as amended) as follows: $50.00 per inch but not to exceed $500.00 for each 2,000 square feet of the first-floor building area pursuant to Section 802.3.C of the LDC, and, as to the area on which the Concrete Batch Plant is located, $50.00 per inch, but not to exceed $500.00 for such Concrete Batch Plant area.

Transportation/Circulation

9. The Timing and Phasing Analysis submitted by the applicant assumes the following land uses: 30,000 sq. ft. of retail, 150,000 sq. ft. of light industrial, and a concrete batch plant. Any development of land use(s) that generate(s) greater traffic impacts than those assumed shall require an updated Timing and Phasing Analysis utilizing a methodology

approved by the County. The PC, BCC, or County Administrator or designee, may impose additional conditions on the applicant or developer based on the updated County-approved Timing and Phasing Analysis.

10. The entire project must be platted, or if platting is not required, all building permits must be issued prior to December 31, 2030, or an updated Timing and Phasing Analysis utilizing a methodology approved by Pasco County shall be required. Additional conditions based upon the updated timing and phasing analysis may be imposed by the County.

Access Management

11. The access points shown on the master plan are conceptual only. Permanent placement of each access point shall be determined at the time of review with the corresponding PSP/PDP and shall meet established access-management criteria. Based on the corresponding PSP/PDP, County Administrator, or designee, may impose additional conditions on the applicant/developer.

12. At each PDP/PSP approval, the County Engineer, or designee, may also require site-specific internal or external intersection improvements. Intersection improvements shall be in accordance with the LDC and Access Management Standards as amended.

13. Unless otherwise determined at the time of PSP/PDP review through the appropriate review and approval process pursuant to the LDC, access to any commercial out-parcels shall be provided from internal drives or parking areas.

14. The developer has provided a Substandard Road Application for County Line Road. There are no substandard road impacts to County Line Road that require mitigation by Developer. Developer shall not be responsible for any improvements to County Line, or any proportionate share payment for any improvements to County Line Road, other than access-related improvements and any fugitive dust control measures required pursuant to Condition No. 18, which shall be the Developer's obligation.

Dedication of Right-of-Way

15. Street connections and rights-of-way to adjoining areas to the east, south, and west shall be provided to give access to such areas and/or to provide for proper traffic circulation as determined necessary at the time of PDP approval. Those streets that are required to ensure adequate traffic flow to and through the land are to remain public and shall not be gated.

16. In the case of private streets, and any amenities within those rights-of-way such as paths, trails, sidewalks, and any other non-vehicular accessways, dedication and maintenance shall be the responsibility of the mandatory homeowners'/property owners'/condominium owners'/merchants' association(s) or an appropriate entity other than the County. Pasco County will not be responsible for the maintenance of any private streets or private access amenities.

17. Subject to the provisions of the LDC, Section 901.2.J. (Transportation-Corridor Management; Dedication-Rough Proportionality), the developer(s) is not required to

convey any right-of-way for County Line Road (Pasco County Corridor Preservation Table as amended, located in the Comprehensive Plan, Transportation Element, for arterial/collector and major intersection right-of-way requirements).

Design/Construction Specifications

18. The operator shall be responsible for controlling fugitive dust attributed to work. All access roadways shall be maintained by the operator in a dust-free condition at all times. Appropriate dust-control techniques shall be conducted at the operator's expense when, in the opinion of the County Administrator or designee, dust control becomes necessary.

19. Developer(s) shall protect the Weeki Wachee springshed by prohibiting application of fertilizer in the upland buffer areas, limiting fertilizer application in landscaped or grassed areas to the dry season (October 1st through May 30th) using only contractors holding a Florida Department of Agriculture and Consumer Services Commercial Urban Fertilizer Certification, and by requiring all lots served by septic to measure more than one acre in size.

20. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County shall be notified within two working days of the resources found on the site.

21. If the property to the east, south, and west has an approved PDP/PSP or is built-out, then prior to PDP/PSP submittal for development within the Commercial/Retail portion of the MPUD, the developer shall supply evidence that it has coordinated with the developer(s) and engineer(s)/surveyor(s) of the adjoining parcels to the east and west, to identify and provide the location of the required interconnecting roadway [such interconnecting roadways do not include the collector/arterial/vision roadways as depicted on the approved master plan]. The following information shall be shown on all PDPs/PSPs and construction plans/construction site plans that include or abut the interconnecting roadway: location (by State plane coordinates), centerline, right-of-way width, cross section, elevation of centerline, grade, and centerline geometry (tangent bearing/curve geometry) to provide a seamless continuation of this road at property lines.

22. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available at the time of preliminary plan/preliminary site plan approval. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to Planning, Development, and Economic Growth Department (PDE) for review and approval prior to or concurrent with the PDP/PSP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and

approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP/PSP submittal the approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit-accommodation-facilities construction is approved with the overall transit-accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users/patrons access to such facilities.

23. All sidewalks, bike paths (not including bike lanes within the pavement of any roadway accepted by the County for maintenance), multi-use trails, and other non-vehicular pathways within the rights-of-way of any roadways within the MPUD shall not be the maintenance responsibility of the County.

24. As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD(s) is hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD(s) that are identified within this rezoning approval. Further, any obligations of the developer contained in this approval may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. However, such CDD shall not be authorized to levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

    a. Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.

    b. No debt or obligation of such CDD shall constitute a burden on any Public Property.

Utilities/Water Service/Wastewater Disposal

25. Applicant/developer will rely on well and septic for the subject development in compliance with applicable FDEP/Health Department rules until such time as central water and wastewater connections are required to serve the Light Industrial, Commercial, or Retail portions of the MPUD (the County acknowledges that central water/sewer are not required for the existing office within the MPUD that serves the existing mine, nor the Concrete Batch Plant, both of which may be served by well and septic), at which time Applicant/developer shall connect to such central facilities unless Pasco County Utilities otherwise approves of the same. At such time, a Master Utility Plan for the entire development shall be submitted to the Utilities Services Branch for review and approval prior to or concurrent with submittal of the first construction plan/construction site plan. This utility plan shall show, at a minimum, the following:

    a. Trunk sewer lines and lift stations.

b. Main potable water lines and non-potable water lines, if applicable.

c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a non-potable water system for irrigation.

d. Method of lighting for all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.

e. A Master Utility Plan shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems and shall be in conformance with the Utilities Services Plan guidelines implemented by the Utilities Services Branch.

26. Prior to the time the connections to central water and wastewater services are required as set forth above, the developer(s) and the County shall enter into a Utilities Service Agreement.

27. At such time as the connections to central water and wastewater services are required as set forth above, the developer(s) shall construct all water and wastewater facilities within the development to current County standards. A complete set of instructions may be obtained from the Utilities Services Branch.

28. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developer(s)/owner(s) and its successors and assigns, agree to the following:

a. In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, and then only for so long as such a production failure or shortfall exists, the developer(s)/ owner(s) shall transfer to the County any and all Water Use Permits or water-use rights the developer(s)/owner(s) may have to use or consume surface or ground water within the subject property, provided that the same are not needed to continue any existing agricultural uses on the subject property, in which case, such transfer shall not be required as long as such agricultural uses are active.

b. Prior to the developer(s)/owner(s) selling water, Water Use Permits, or water-use rights, the developer(s)/owner(s) shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.

Stormwater

29. The applicant shall contact the SWFWMD Engineering & Watershed Management Section for the latest floodplain study information available for design.

30. At time of the first site development permit, the applicant shall comply with applicable County floodplain management requirements.

31. The applicant shall verify if the proposed project is within a Basin of Special Concern. If the project lies in or partially within a Basin of Special Concern, the applicant shall comply with Basin of Special Concern criteria requirements.

32. All pass-through drainage shall have an access and maintenance easement over it. This easement shall be to Pasco County granting the County the right, but not obligation, to access and maintain.

Land Use

33. Land Use maximums shall be in accordance with the following Permitted Uses and Development Limits Table.

Table 1
Permitted Uses and Development Limits

Permitted Uses	Density/Intensity
Commercial/Retail	30,000 Square Feet
Light Industrial	150,000 Square Feet
Concrete Batch Plant	7 Acres (Not limited by square feet or FAR)

34. The permitted Commercial/Retail uses, except for those uses listed below as being prohibited, shall be all permitted uses set forth in the C-2 General Commercial Zoning District in effect at the time of adoption of this MPUD, and specifically including all retail, professional and other services, office (including administrative, medical and professional, medical facilities and clinics), entertainment (including, without limitation, theaters, bars and lounges), civic, cultural, restaurants, hotels/motels, residential treatment and care facilities (including assisted living facilities), daycare, churches, public safety and governmental uses, and educational facilities (including public [charter and traditional] and private schools, colleges, post-secondary and technical schools). The following uses, however, shall be prohibited within the MPUD:

(a) Stand-alone car washes, unless the car wash is owned and operated by a Big Box user in conjunction with its primary use.
(b) New or pre-owned vehicle sales or leasing with outdoor vehicle storage/displays; however, new or pre-owned vehicle sales or leasing is specifically permitted if all vehicle displays, and storage are located completely indoors.
(c) Cabinet, carpentry, plumbing, electrical, mechanical, welding, machine, sheet metal or other similar trade shops.

(d) RV/Boat or outdoor storage.

(e) Vehicle or equipment garage or mechanical service.

(f) Stand-alone lawn mower or small equipment sales or repairs; lawn mower or small equipment sales are specifically permitted if owned and operated by a Big Box user in conjunction with its primary use.

(g) Mortuaries, funeral homes, or crematoriums.

(h) Stand-alone pottery, propane, septic tank, or sod sales; such uses are specifically permitted if owned and operated by a Big Box user in conjunction with its primary use.

(i) Outdoor shooting or archery ranges.

(j) Solar power collection facility.

(k) Automobile towing, collection, or storage facility.

(l) Mini-Warehouses and Self-Storage facilities within 200 feet of the County Line Road right-of-way.

For purposes of the foregoing requirements, a "Big Box user" shall mean a user subject to Section 1102 of the LDC pursuant to the applicability provision of Section 1102.2 of the LDC.

35. All permitted uses set forth in the I-1 (Light Industrial) Zoning District in effect at the time of adoption of this MPUD (which shall not prohibit Applicant/developer from later seeking conditional use permits or special exceptions within such area in accordance with the LDC) shall be permitted in all "industrial" areas on the MPUD Master Plan. Within the area labeled as "Concrete Batch Plant" on the MPUD Master Plan (the "Concrete Batch Plant"), the permitted uses will be (a) such foregoing I-1 (Light Industrial) Zoning District uses in effect at the time of adoption of this MPUD (which shall not prohibit Applicant/developer from later seeking conditional use permits or special exceptions within such area in accordance with the LDC), (b) the Concrete Batch Plant, which covers a portion of the MPUD, and (c) the office, temporary construction trailer, haul route (private road), drainage pond, truck scale and storage shown on the approved mining plans associated therewith, Exhibit 1. The dimensional and bulk standards shall be in accordance with non-residential lot standards on the MPUD Master Plan, subject to the exceptions in LDC section 530.1, Height Regulations Exceptions. In addition to the special industrial structures set forth in LDC section 530.1, the Concrete Batch Plant (including the Concrete and Concrete Products Plant Facilities, as hereinafter defined) shall be considered "special industrial structures" and may be erected to a greater height subject to the requirements in LDC section 530.1. In addition to the specific Concrete and Concrete Products Plant Facilities that are specifically permitted below, the Concrete Batch Plant may include: (1) Cement silos, associated transfer/conveying equipment, and air pollution (dust) control and exhaust equipment; and (2) Sand/aggregates storage bins, associated transfer/conveying equipment, and air pollution (dust) control and exhaust equipment. The hours of operation for the Concrete Batch Plant shall be 5:00 A.M. to 5:00 P.M., Monday-Saturday.

36. The Concrete Batch Plant shall be set back 300 feet from the western boundary of the MPUD.

37. The following conditions apply to the Concrete Batch Plant, which shall specifically allow the following facilities that mix cement and other materials to produce:

SIC Code	NAICS Code	Products
3217	32733	Concrete building blocks and bricks (e.g. pavers)
3272	32739	Other concrete products
3273	32732	Ready-mixed concrete and soil cement

(hereinafter "Concrete and Concrete Products Plant Facility or Facilities")

a. Concrete and Concrete Products Plant Facilities must obtain and maintain an air general permit ("AGP") from the Florida Department of Environmental Protection (FDEP) under Rule 62-210.310(4)(g), (5)(b) or (5)(e), respectively, in the Florida Administrative Code (F.A.C.), as applicable. If the facility exceeds the emissions thresholds established in the respective sections of Rule 62-210.310, F.A.C., the facility cannot operate unless an individual air emissions operation permit is obtained and maintained as required by Chapter 62-212, F.A.C.

b. The Concrete and Concrete Products Plant Facility owner or operator shall submit a copy of the Air General Permit Registration Worksheet (the "Worksheet") to the County concurrent with the Preliminary Site Plan/Construction Plan application. In addition to the equipment list provided in the Worksheet, the owner or operator shall provide a site plan illustrating the locations of equipment within the site, if not already provided in the Preliminary Site Plan/Construction Plan submittal.

c. The owner or operator shall provide a description of the proposed operations at the facility in sufficient detail to demonstrate conformance with the emissions limitations established by the applicable sections in Rule 62-296.414, F.A.C. (Dust emissions limits) and/or the applicable AGP. The types of products manufactured shall be described as well as the maximum estimated annual production of each. All manufacturing processes shall be described, together with a list of all air pollutant emitting equipment and any air pollution control measures and equipment, except for mobile equipment (e.g., front end loaders). Emissions from silos, weigh hoppers (batchers), and other enclosed storage and conveying equipment shall be controlled to the extent necessary to limit visible emissions as required by the applicable sections in Rule 62-296, F.A.C. and/or the applicable AGP.

d. The owner or operator shall provide an analysis of the potential for dust emissions to escape and become airborne from unenclosed facilities and operations (I.e., "unconfined emissions" sources). The analysis must demonstrate control of such sources by enclosure and venting through dust collectors has been addressed by the design in accordance with the applicable AGP. Hoppers, storage, conveyance equipment, including drop and transfer points must be addressed, as well as truck loading and unloading facilities. Control measures to be evaluated include:

i. Limiting the material drop distances between offloading points and stockpiles and restricting the flow of material using dead boxes, socks, and/or drop-down spouts/sleeves;

ii. Installing hoods, fans, and dust collectors to enclose and vent dusty processes through control equipment;
iii. Enclosing conveyor belts and using belt wipers;
iv. Installing and maintaining dust curtains around material transfer points, such a truck loading stations; and
v. Spraying water or dust suppressants on conveyor feed areas.

e. With the Preliminary Site Plan/Construction Plan submittal, owner or operator shall submit a "Fugitive Dust Control Plan" for the County's review and approval that addresses the potential for dust to be generated by wind and/or vehicle movements from open areas that is visible crossing the facility boundary/property line at or near ground level, and owner or operator shall be required to comply with same. The Fugitive Dust Control Plan shall identify all sources of fugitive dust taking into consideration the locations of the sources within the site, the distance to facility boundaries and predominant wind direction, and frequency of activity. Best Management Practices to be evaluated to control fugitive dust emissions include:

i. Monitoring the moisture content and size(s) of exposed materials (e.g., stockpiles);
ii. Applying water or approved chemical dust suppressants on a regular basis;
iii. Minimizing stockpile heights;
iv. Installing wind breaks or barriers around storage piles;
v. Washing, sweeping, or vacuuming paved surfaces on a scheduled basis;
vi. Paving unpaved surfaces;
vii. Enforcing vehicle speed limits;
viii. Installing wheel wash stations near every vehicle exit location; and
ix. Good housekeeping (i.e., removal of accumulated materials adjacent to loading, unloading, and transfer/drop points).

The Fugitive Dust Control Plan must include a description of operating and maintenance procedures to address fugitive dust potential; employee training procedures; and reporting and recordkeeping.

f. The owner or operator shall notify the County of any equipment changes at least 30 days prior to installation. If installation of new process or air pollution control equipment, alteration of existing process or air pollution control equipment, or replacement of existing process or air pollution control equipment with equipment that is substantially different in terms of capacity, control efficiencies, method of operation, material processed, or intended use is proposed, the owner or operator shall submit a copy of a Worksheet to the County at least 30 days in advance.

g. The owner or operator shall not circumvent any air pollution control device or allow the emissions of air pollutants without the operation of all applicable air pollution control devices.

h. The owner or operator shall operate and maintain the facility consistent with equipment manufacturer's recommendations and good air pollution control practices. The owner or operator shall ensure that the facility maintains its eligibility to use the AGP and complies with all terms and conditions of the AGP.

i. The owner or operator of the facility shall allow a duly authorized representative of the County access to the facility at reasonable times to inspect and test to determine compliance with these criteria.

j. This approval does not relieve the owner or operator of the facility from liabilities and penalties when the construction or operation of the facility causes harm or injury to human health or welfare; causes harm or injury to animal, plant, or aquatic life; or causes harm or injury to property. It does not allow the owner or operator to cause pollution in contravention of Florida law.

k. The owner or operator shall complete an emissions test within 60 days following start up on each dust collector exhaust point, and within 60 days prior to each anniversary of the County approval. The emissions test shall apply visible emissions test methods specified by FDEP. Copies of the test results shall be provided to the County within 30 days of the test date.

l. The owner or operator shall provide the County with copies of all correspondence with FDEP concerning the facility.

m. In the event of an upset or failure of an air pollution control device, the owner or operator shall immediately cease operation of the process equipment controlled by the failed device. The County shall be notified within 24 hours of the failure, followed by an estimate of when the device will be repaired or replaced.

n. The owner or operator shall submit a calendar year annual report summarizing the operation of the facility on or before March 1st of the following year. The report shall detail steps taken to ensure conformance with the conditions of this approval, the AGP, emissions testing results, upsets and exceedances (if any), and the effectiveness and revisions to the Fugitive Dust Control Plan.

38. This MPUD contains land areas that could be construed as being zoned for commercial, industrial, and/or mixed-use, and that have been specifically reserved in the MPUD for such uses to ensure that the project provides the benefits of commercial, industrial, and/or mixed-use development, including but not limited to, adequate employment generation and internal capture of vehicular trips. Accordingly, the applicant/developer has committed to, and is hereby requiring, that the permitted uses for such commercial, industrial, and/or mixed-use areas shall remain those uses required by these MPUD conditions of approval, notwithstanding any potential contrary requirements in Section 125.01055(7), Florida Statutes. This condition shall be construed as a requirement imposed by the applicant/developer, and not a requirement of the County, to the extent it prevents any use allowed or preempted by Section 125.01055(7), Florida Statutes.

39. The maximum floor area for the Commercial/Retail portion shall not exceed 30,000 square feet of gross floor area, including out-parcels.

40. The approved 150,000 square feet of light industrial entitlements and the area designated for only light industrial on the MPUD Master Plan may not be utilized or exchanged for

retail or residential land uses. This acreage is in addition to the Concrete Batch Plant on the Master Plan, which such area may be used for a concrete batch plant or other approved light industrial uses.

41. The approved 30,000 square feet of Commercial/retail entitlements may not be utilized or exchanged for residential land uses.

42. The maximum square footage set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable County ordinances and resolutions.

43. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

44. Interim silvicultural and/or agricultural activities shall be permitted until the commencement of development for that portion of the proposed development. Seasonal temporary uses pursuant to Section 530.9 LDC may be allowed with subsequent approval, pursuant to the County's Miscellaneous Permit process for temporary events.

Procedures

45. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or the issuance of the first CO where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

46. The developer(s) shall submit and obtain approval of a Substantial Modification to add uses not previously approved or to reduce open-space or preservation/conservation areas. A Substantial Modification is also required if there is a cumulative increase in density or intensity of ten percent or more in the number of average daily trips as defined by the Institute of Traffic Engineers and the Pasco County Access Management Team.

47. Unless otherwise approved by the Fire Marshal, or designee, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer(s) shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Fire Marshal, or designee has received such a petition.

48. Unless otherwise approved by the PDE Administrator or designee, a PDP/PSP must be approved for an entire increment (bubble) prior to any phased construction plan/construction site plan approval. and a PSP must also be approved for each commercial increment in its entirety prior to any phased construction site plan approval.

49. PDP/PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, gross floor area ratio of commercial space which

have received PDP/PSP approval, construction plan/construction site plan approval, and/or record plat approval.

50. If a PDP/PSP for the entire MPUD is not submitted and approved by December 31, 2030 (subject to any statutory or County-wide extensions issued subsequent to the approval of these revised conditions of approval), the conditions of approval for those portions of the MPUD that do not have (unexpired) PDP or PSP approval shall expire. If the MPUD expires, a new MPUD must be applied for and approved by the BCC, and the conditions of approval shall be in accordance with the Comprehensive Plan and LDC in effect at that time.

51. An extension of time limit for approval as identified above shall be processed as a substantial modification approved by the BCC.

52. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC approved document** is completed (including notarization) and received by the PDE after the BCC action.

53. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification, or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

54. This MPUD shall not be effective until the corresponding PD (Planned Development) Land Use Classification change is effective.

OWNER'S ACKNOWLEDGMENT:

The owner acknowledges that it has have read, understood, and accepted the above-listed conditions of approval. **Do not sign this document until a final disposition from the BCC regarding this Petition has been received.**

_____ _____

Date Signature

_____

Print Name

_____

Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date), by _____(name of corporation acknowledging) a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

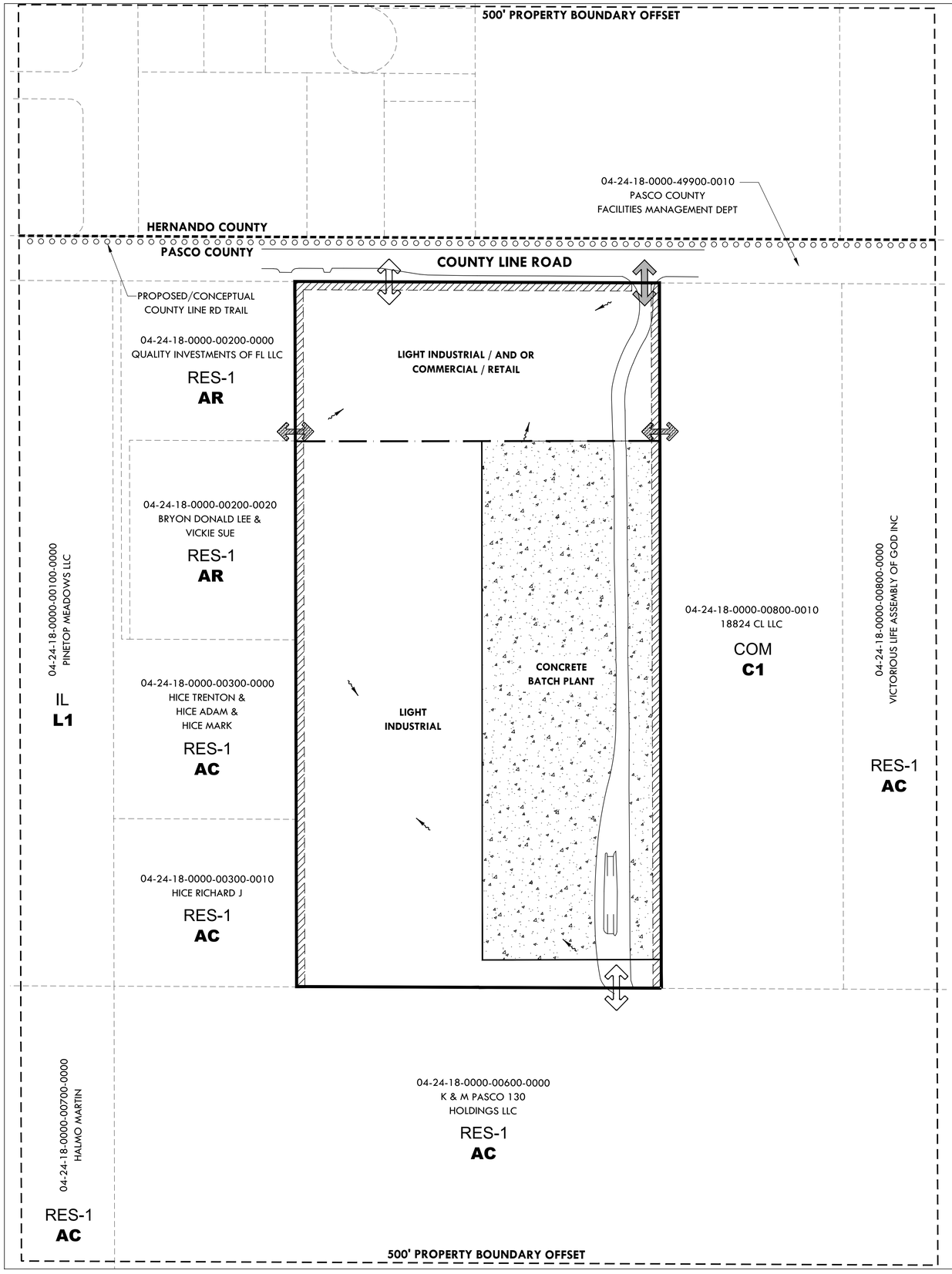
Seal:

_____

NOTARY

EXHIBIT C

MASTER PLAN



NON-RESIDENTIAL LOT STANDARDS											
	Minimum Lot Dimensions		Minimum Setbacks							Maximum	
Product Type	Lot Width	Lot Depth	Side (Structure to Structure)	Side (Structure to Parking)	Side (Structure to Public R/W)	Front (Structure to Parking)	Front (Structure to Public R/W)	Rear (Structure to Parking)	Rear (Structure to Public R/W)	Lot Coverage *	Building Height
Non-Residential	0*	0*	5'	5'	0'*	5'	10'	5'	0'*	75%	65'
	* Subject to applicable landscape buffers and setbacks.										

LAND USE DATA TABLE	
LAND USE	MAXIMUM
Commercial/Retail	30,000 Sq. Ft.
Light Industrial	150,000 Sq. Ft.
Concrete Batch Plant	7 acres

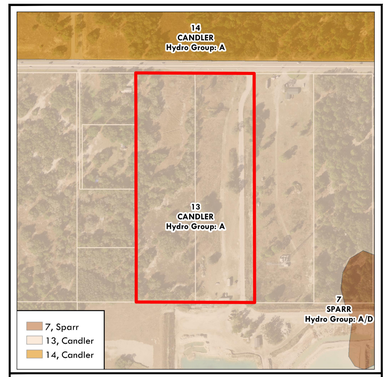
PROJECT DATA TABLE	
Gross Acres	19.41 acres
Upland Acres	19.41 acres
Wetlands	0.0 acres
Existing Zoning	AC
Proposed Zoning	MPUD
Existing FLU	RES-1
Proposed FLU	PD

NOTES

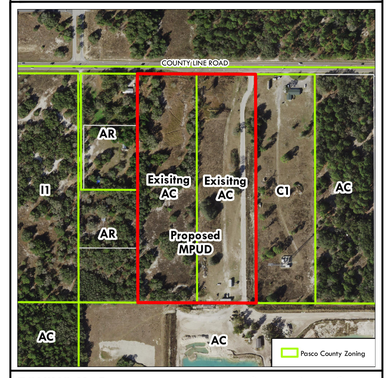
1. ACCESS POINTS SHOWN ON PLAN ARE CONCEPTUAL. FINAL LOCATIONS-MOBILITY PLAN SHALL BE DETERMINED AT TIME OF PDP/CP WITHOUT REQUIRING AN MPUD MODIFICATION.
2. PERMITTED INDUSTRIAL USES SHALL BE THOSE ALLOWED UNDER THE I-1 ZONING DISTRICTS. OTHER PERMITTED USES ARE SET FORTH IN THE CONDITIONS OF APPROVAL.
3. OFFICE IS A PERMITTED USE WITHIN THE COMMERCIAL/LIGHT INDUSTRIAL LAND USE CATEGORY.
4. LOCATION OF LAND USES ARE CONCEPTUAL AND SHALL BE DETERMINED AT TIME OF PDP/CP.
5. THE SITE LIES WITHIN PASCO COUNTY UTILITIES (WATER/WASTEWATER) AND TAMPA ELECTRIC COMPANY ELECTRIC SERVICE AREA. FIRE & RESCUE/EMS IS PROVIDED BY PASCO COUNTY. CABLE/TELEPHONE IS PROVIDED BY PRIVATE PROVIDERS.
6. PENDING DEVELOPMENT, INTERIM SILVICULTURAL AND/OR AGRICULTURAL ACTIVITIES SHALL BE PERMITTED UNTIL COMMENCEMENT FOR THAT PORTION OF THE PROPOSED DEVELOPMENT.
7. THE PROPERTY IS WITHIN THE NORTH MARKET AREA. IT IS WITHIN FEMA ZONE X AND WITHIN THE PITHLACHASCOTEE WATERSHED, AND THE HERNANDO SANDHILLS ECOLOGICAL PLANNING UNIT. THE PROPERTY IS NOT WITHIN THE URBAN SERVICE AREA, URBAN CONCENTRATION AREA, TRANSIT CENTER OVERLAY, SIGNIFICANT HABITAT AREA, WELLHEAD PROTECTION AREA OR OBSERVED FLOODING AREA.



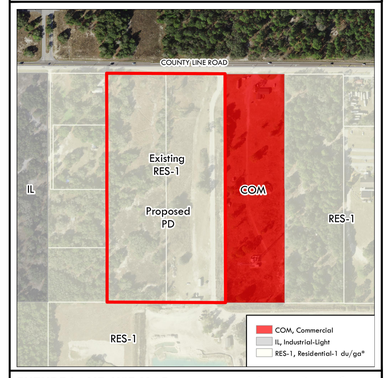
MAJOR PROJECTS & EXISTING / PROPOSED VISION ROADS



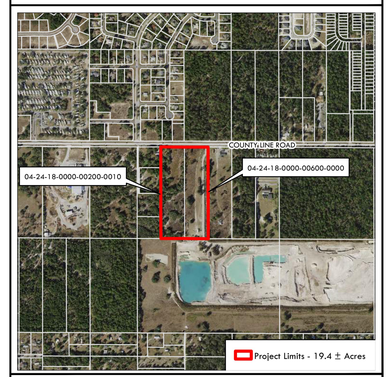
SOILS MAP Source: NRCS / Pasco County



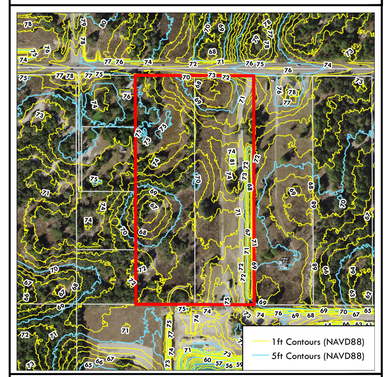
ZONING MAP Source: Pasco County



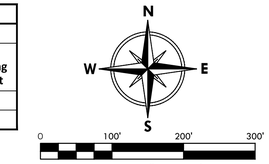
FUTURE LAND USE MAP Source: Pasco County



PARCEL ID MAP Source: Pasco County POA



5' FT CONTOUR MAP Source: Pasco Lidar



SCALE: 1" = 100'

LEGEND

- PROJECT BOUNDARY
- 500' PROPERTY BOUNDARY OFFSET
- AREA WHERE CONCRETE BATCH PLANT AND LIGHT INDUSTRIAL USES ARE PERMITTED, AS WELL AS USES APPROVED FOR THE ADJACENT MINE PURSUANT TO ITS APPROVED CONDITIONAL USE PERMIT.
- POTENTIAL COMMERCIAL LOCATION
- BUFFER (SEE CONDITIONS OF APPROVAL)
- EXISTING ACCESS POINT
- CONCEPTUAL ACCESS POINT
- FUTURE CROSS CONNECTION
- AC — ZONING
- RES-3 — FUTURE LAND USE
- DRAINAGE ARROW
- PROPOSED/CONCEPTUAL COUNTY LINE RD TRAIL

VICINITY MAP



Section 18. Township 28 S., Range 19E., Pasco County, Florida

AERIAL MAP



MASTER DEVELOPMENT PLAN
PASCO MINE MPUD

Pasco County, Florida
Rezoning Petition No: RZ-7749

REVISIONS	
DESCRIPTION	DATE
PASCO SUBMITTAL	08.17.23
PASCO RESUBMITTAL	12.12.23
PASCO RESUBMITTAL	04.05.24
PASCO RESUBMITTAL	04.26.24
PASCO RESUBMITTAL	01.08.25
PASCO RESUBMITTAL	03.07.25
ACCESS REVISION	03.27.25

PREPARED FOR:

APG AVALON PARK GROUP

3801 AVALON PARK EAST BLVD, SUITE 400
ORLANDO, FL 32828

P:\PASCO MINE\MASTER PLAN\LANDPLAN\ZONING\MPUD.DWG-1 2025/03/28 8:35 AM NELSON GIRALDO

EXHIBIT 1

Construction Plans

for K& M Pasco 130

Holdings Mine

Expansion

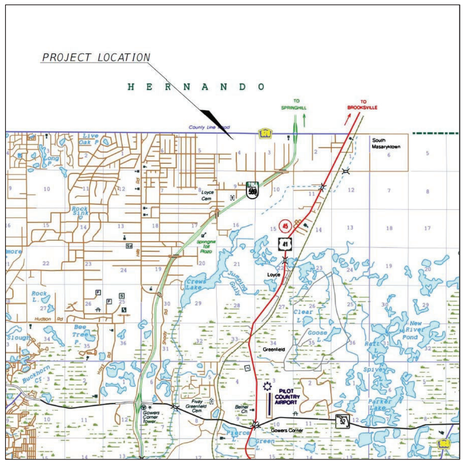
PASCO COUNTY
BUILDING CONSTRUCTION SERVICES
APPROVED
OPPERMIT-2024-00001 9/24/2024
REVIEWED FOR CODE COMPLIANCE
This set of plans must be kept on the job site at all times. It is unlawful to make changes without written approval from Pasco County Building Construction Services. The approval of these documents does not grant authority to violate any current Local, State or Federal Codes.

CONSTRUCTION PLANS
for
K&M PASCO 130 HOLDINGS MINE
MINE EXPANSION

PASCO COUNTY, FLORIDA

PARCEL #: 03-24-18-0000-00600-0000
03-24-18-0000-00800-0000
04-24-18-0000-00600-0000
04-24-18-0000-00700-0000

CURRENT PASCO COUNTY MINING PERMIT: OPPERMIT-2021-00001
ZN09-CU64 APPROVED 03/24/2009
CU08-64 APPROVED 03/24/2009
CU16-30 APPROVED 03/17/2017
CU17-15 APPROVED 03/17/2017
CU21-25 APPROVED 10/26/2021
CURRENT CONDITIONAL APPLICATION: CU24-19


PROJECT LOCATION
HERNANDO
TO SPRINGHILL
TO BROOKSVILLE
County Line Road
South Weeki Wachee
Lake Lindsey
Lake Como
Weeki Wachee River
Linda
Crews Lake
Crews Lake Park
Hudson
Bear Creek
Bear Creek Preserve
Greenfield
PILOT COUNTRY AIRPORT
Rudy Creek
Rudy Creek Preserve
Bayonet Point
Bayonet Point Park
Sowers Center
Gowers Corner
New River Pond
Cypress Creek
Cypress Creek Preserve
Starkey Wilderness Preserve
Starkey Wilderness Park
Starkey Ranch
Starkey Ranch Park
Starkey Ranch Preserve
Starkey Ranch Preserve
Starkey Ranch Preserve

PASCO COUNTY
BUILDING CONSTRUCTION SERVICES
APPROVED
OR PERMIT-2024-00001 9/24/2024
REVIEWED FOR CODE COMPLIANCE
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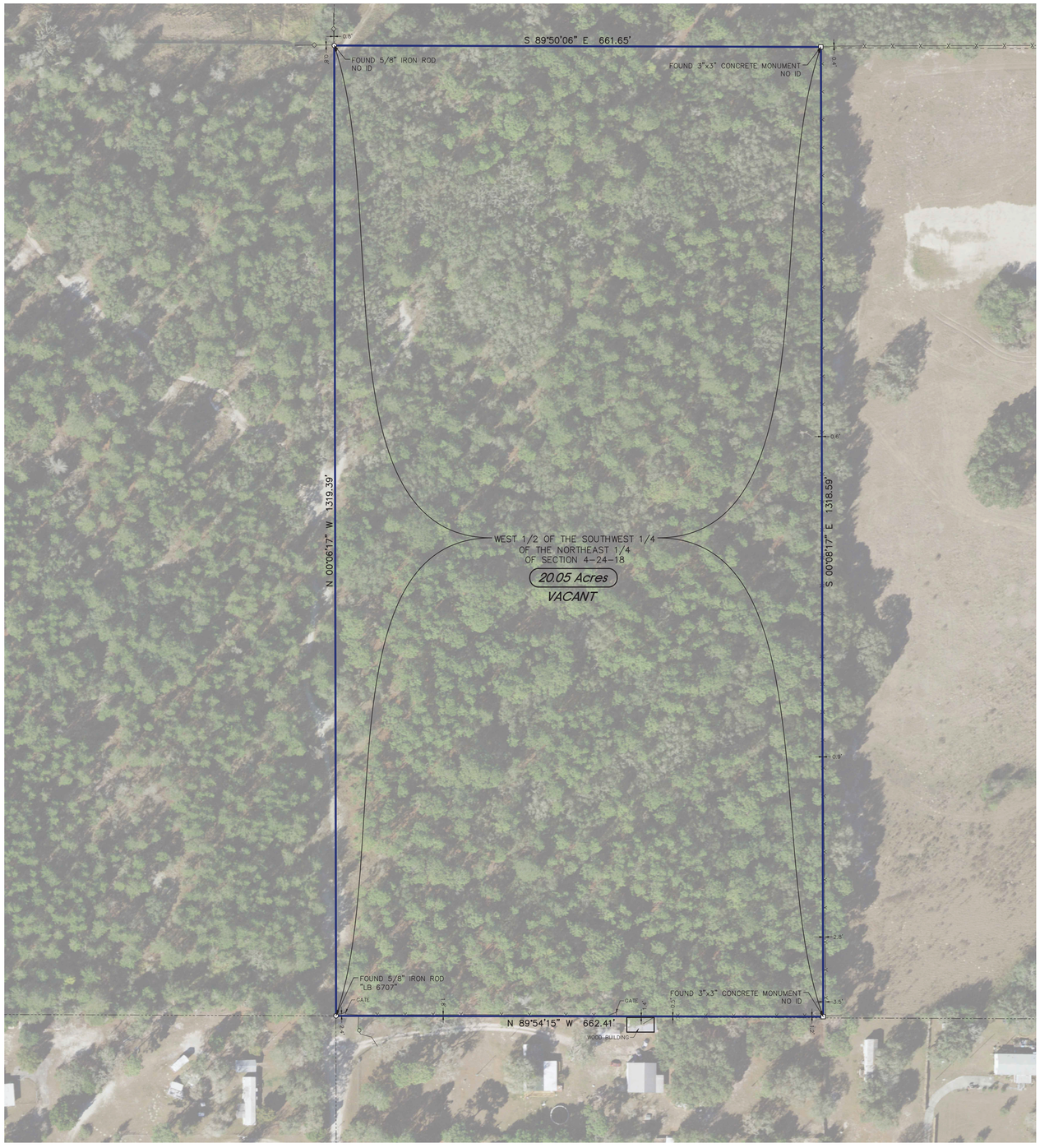
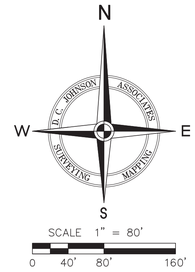
LEGEND
IP, IR = IRON PIPE, IRON ROD
CM = CONCRETE MONUMENT
(F) = FIELD DERIVED MEASUREMENT
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
O = FOUND IF (SIZE & REGISTRATION NUMBER AS NOTED)
FOUND CM (SIZE & REGISTRATION NUMBER AS NOTED)
—— = CHAIN LINK FENCE
—X— = WIRE FENCE
—o— = WOOD FENCE

ALTA/NSPS LAND TITLE SURVEY

OF A PORTION OF

SECTION 4, TOWNSHIP 24 SOUTH, RANGE 18 EAST
PASCO COUNTY, FLORIDA





DATE	REVISION	BY

DATE OF FIELD SURVEY: 6/9/23

BOUNDARY SHEET

SEE SHEET 1 FOR NOTES

JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Licensed Business No. 4514
11911 S. Curley Street
San Antonio, FL 33576
Phone: (352) 588-2768
Email: survey@dcjohnson.com
www.dcjohnson.com

BOUNDARY SURVEY

PREPARED FOR: Avalon Park Group

County Line Road Mine
Halmo Parcel

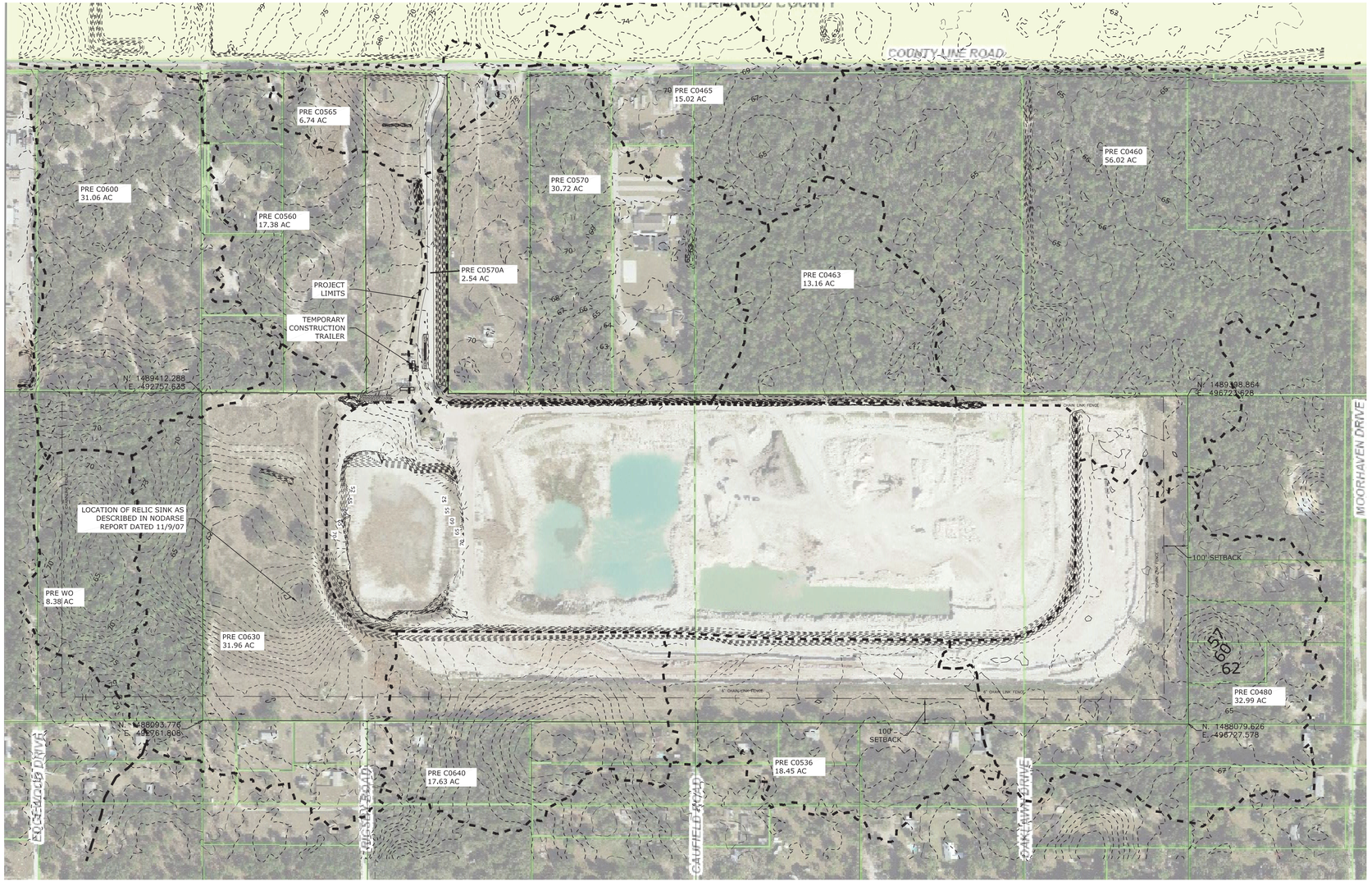
PROJECT NO: 2022-358B01.BG00001
SEC: 4 | TWP: 24S | RNG: 18E | COUNTY: Pasco County

SCALE: 1" = 80'
SHEET NO: 2 of 2

PASCO COUNTY
BUILDING CONSTRUCTION SERVICES
APPROVED
OPPERMIT-2024-00001 9/24/2024
REVIEWED FOR CODE COMPLIANCE
This set of plans must be kept on the job site at all times. It is unlawful to make changes without written approval from Pasco County Building Construction Services. The approval of these documents does not grant authority to violate any current Local, State or Federal Codes.

N

0 250 500 Feet



LEGEND

= PROPERTY LINE = 150.00± AC
= PROJECT LIMITS
= EXISTING CONTOUR - NAVD88
= PROPOSED CONTOUR - NAVD88
= DRAIANGE AREA

EXISTING CONDITIONS

K&M PASCO 130 MINE

Creative Environmental Solutions, Inc.
Geologists • Engineers • Environmental Scientists
709 DeSoto Avenue • Brooksville, FL • 34601
PH (352) 556-7666 CA 2139 (352) 556-7667

STUART I. CULLEN
STATE OF FLORIDA
PROFESSIONAL ENGINEER
No 91337

This item has been electronically signed and sealed by Stuart I. Cullen, PE using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Stuart I Cullen
Date: 2024.09.17 16:58:15 -04'00'

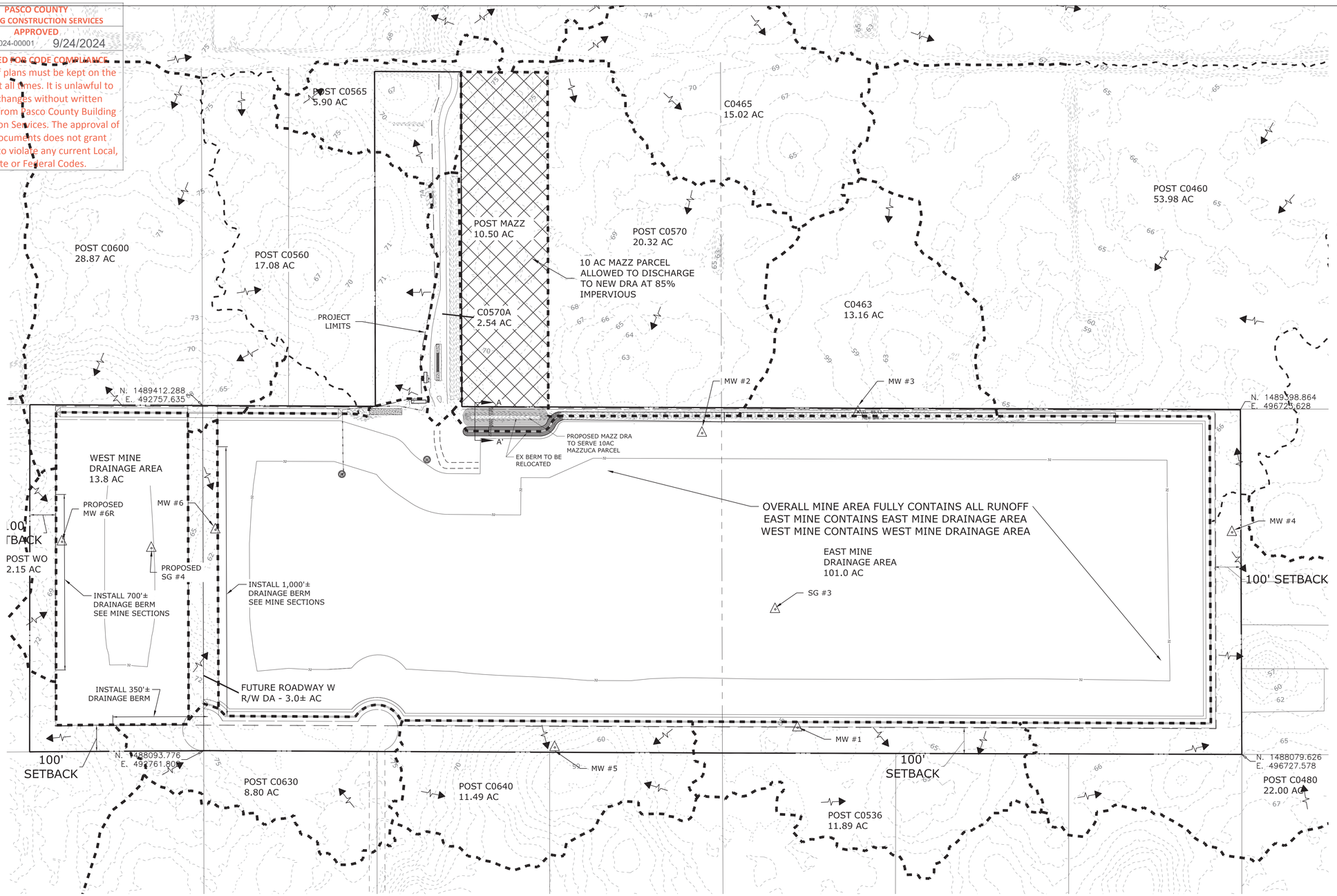
DATE	REV. BY	REV. NO.	REVISION
12/20/23	SIC	1	REISSUE FOR PERMIT MODIFICATION
6/24/24	SIC	2	RAI UPDATES

WHEN PRINTED TO SCALE, DRAWING SIZE SHALL BE 22" X 34"

SHEET
03

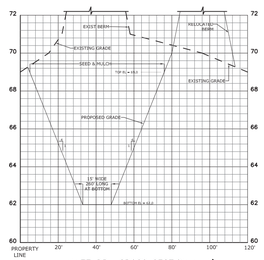
SECTIONS: 3 + 4, TWP: 24S
RANGE: 18E COUNTY: PASCO

PASCO COUNTY
BUILDING CONSTRUCTION SERVICES
APPROVED
OPPERMIT-2024-00001 9/24/2024
REVIEWED FOR CODE COMPLIANCE
This set of plans must be kept on the job site at all times. It is unlawful to make changes without written approval from Pasco County Building Construction Services. The approval of these documents does not grant authority to violate any current Local, State or Federal Codes.



NOTES:

1. THERE WILL NOT BE ANY OFFSITE DEWATERING WITHOUT FURTHER REVIEW AND APPROVAL BY THE COUNTY. PRIOR TO ANY DEWATERING, A DEWATERING PLAN MUST BE SUBMITTED AND APPROVED BY THE COUNTY AND A COPY OF ANY OTHER GOVERNING AGENCIES PERMITS FOR THE PROPOSED DEWATERING PLAN WILL BE FILED WITH THE COUNTY.



MAZZ DRA CROSS SECTION A–A'

MASTER DRAINAGE PLAN

K&M PASCO 130 MINE

Creative Environmental Solutions, Inc.
Geologists ▸ Engineers ▸ Environmental Scientists
700 DeSoto Avenue ▸ Brooksville, FL ▸ 34601
Florida License: CA7878 GB560

STUART I. CULLEN LICENSE No 51337 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been electronically signed and sealed by Stuart I. Cullen, PE using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

Digitally signed by Stuart I Cullen
Date: 2024.09.17 16:58:37 -04'00'

STUART I. CULLEN, PE FL PE #51337

DATE	REV. BY	REV. NO.	REVISION
12/17/23	SIC	1	REISSUE FOR PERMIT MODIFICATION
6/29/24	SIC	2	UPDATE PER RAIS
9/10/24	SIC	3	UPDATES PER PASCO COUNTY COMMENTS
9/17/24	SIC	4	ADDED ROUNDABOUTS TO ROADWAY W

WHEN PRINTED TO SCALE, DRAWING SIZE SHALL BE 24" X 36"

SHEET
04

SECTIONS: 3 + 4, TWP: 24S
RANGE: 18E COUNTY: PASCO

PASCO COUNTY
BUILDING CONSTRUCTION SERVICES
APPROVED
9/24/2024
OPPERMIT-2024-00001
REVIEWED FOR CODE COMPLIANCE
This set of plans must be kept on the job site at all times. It is unlawful to make changes without written approval from Pasco County Building Construction Services. The approval of these documents does not grant authority to violate, cancel, alter or set aside any State or Federal Codes.

SITE DATA

OWNERS: K&M PASCO 130 HOLDINGS, LLC.
MARTIN HALMO
ADDRESS: 3801 AVALON PARK EAST BLVD., SUITE 400
ORLANDO, FL 32828
PHONE: (407) 658-6555

PARCELS: 03-24-18-0000-00600-0000
03-24-18-0000-00800-0000
04-24-18-0000-00600-0000
04-24-18-0000-00700-0000

PARCEL ADDRESS: 18744 COUNTY LINE RD
SPRING HILL, FL. 34610

EXISTING ZONING: AR & AC

FEMA FLOOD ZONE: BASED UPON REVIEW OF THE FEMA MAPS; THE PROPOSED SITE IS WITHIN ZONE X AND IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.

PROPERTY AREA: 150± ACRES

TOTAL PROJECT AREA = 127.0± AC

PROPOSED AREAS:
LIMEROCK MINING AREA = 2,932,680 SF (67.3 AC)
FILL MINING AREA = 4,713,880 SF (108.2 AC)

PROPOSED VOLUMES:
TOTAL LIMEROCK = 14,384,000 CF
TOTAL FILL = 1,700,000 CF
PREVIOUS APPROVED LIMEROCK = 2,502,000 CF
PREVIOUS APPROVED FILL = 482,000 CF
NEW LIMEROCK = 11,882,000 CF
NEW FILL = 1,218,000 CF

NO EXISTING SURFACE WATERS ONSITE.

BUILDING SETBACKS:
FRONT: 50'
SIDE: 25'
REAR: 50'

UTILITIES
A: WATER AND SEWER: ON-SITE SEPTIC
B: ELECTRIC: WREC
FIRE PROTECTION: PASCO COUNTY

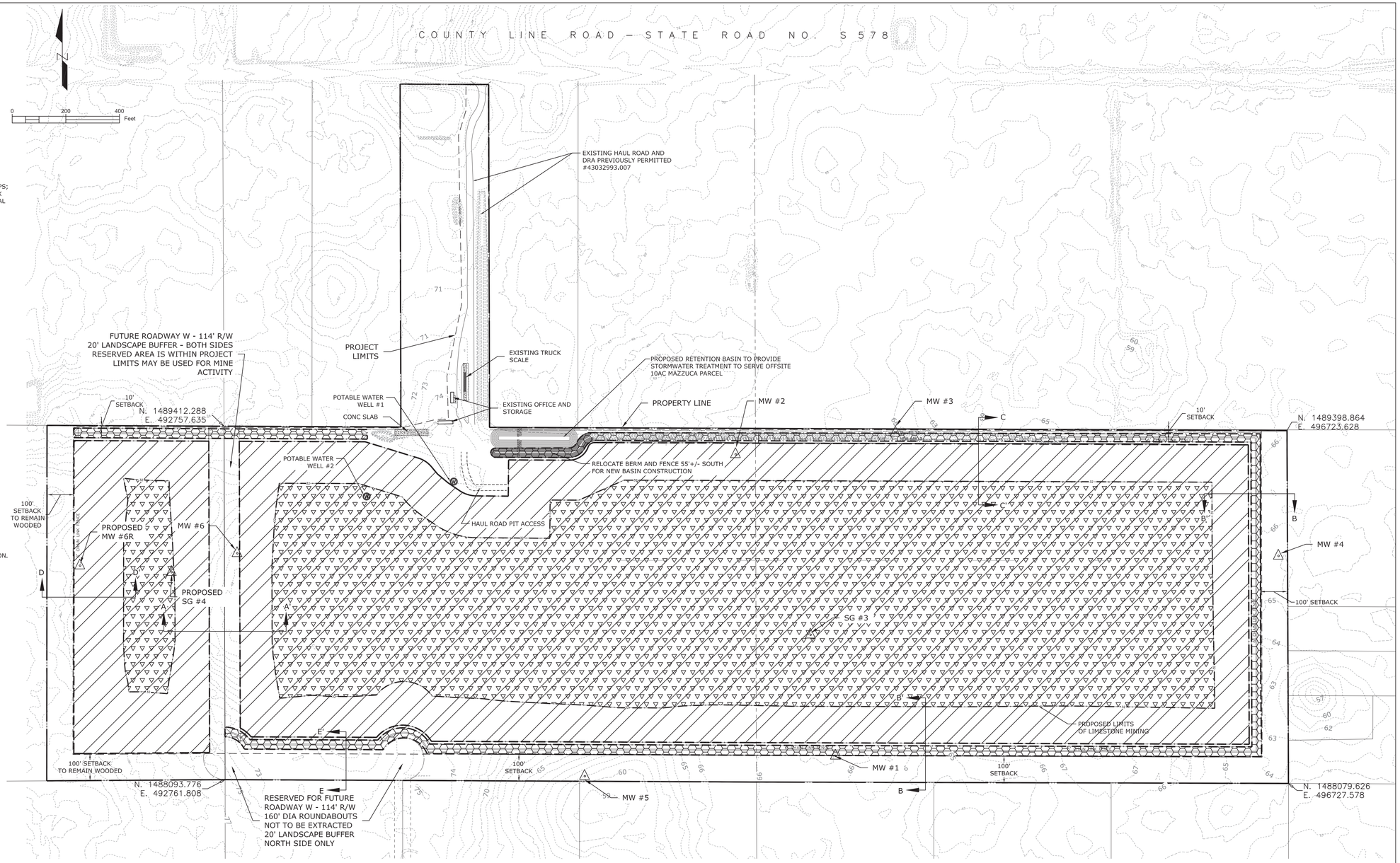
SOIL CLASSIFICATION:
#13 CANDLER (A)
#31 LAKE FINE SAND (A)
#47 SPARR FINE SAND (C)

EXISTING VEGETATION:
WOODED OR OPEN PASTURE/MINE

NOTES:
1. LIGHTING TO BE CONTAINED ONSITE TO PREVENT ANY LIGHT SPILLAGE.
2. THESE PLANS ARE INTENDED ONLY FOR PERMITTING AND CONSTRUCTION OF CIVIL SITE WORKS AND ASSOCIATED DRAINAGE FEATURES.
3. LOCATION OF WELLS IS APPROXIMATE. REFER TO ENVIRONMENTAL MONITORING PLAN FOR SPECIFIC INFORMATION.
4. ALL BUILDINGS ARE TEMPORARY AND WILL BE REMOVED WHEN MINING OPERATIONS CONCLUDE.

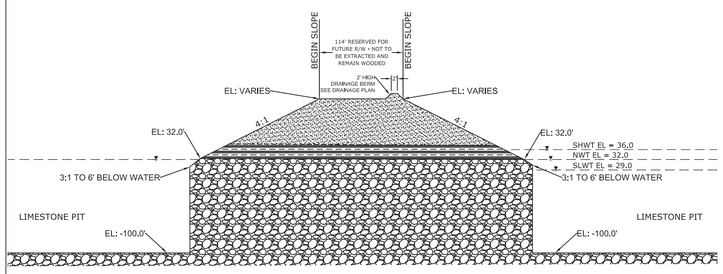
LEGEND

- BUILDING
- PROPERTY LINE MAINTAIN EXISTING FENCE
- PROJECT LIMITS
- EXISTING CONTOUR - NAVD88
- LIMITS OF LIMEROCK MINING
- LIMITS OF FILL MINING
- BERM AREA
- MW #1 MONITORING WELL

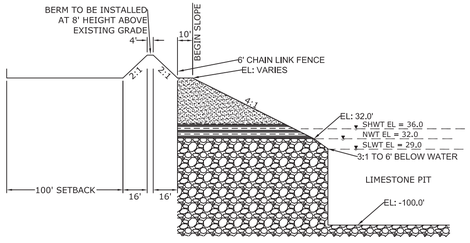


CROSS SECTIONS LEGEND

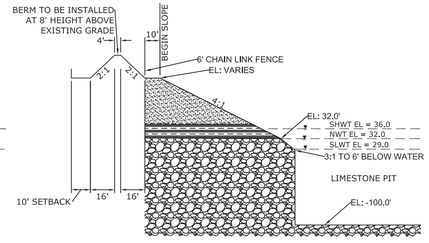
- = SAND
- = CLAY
- = LIMESTONE
- = WATER LEVEL



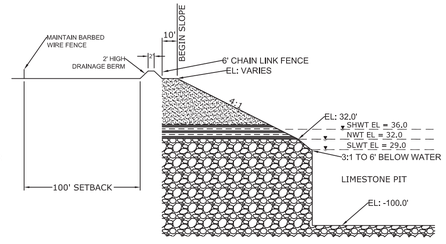
SECTION A-A'
N.T.S.



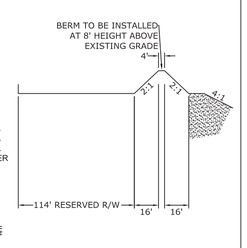
SECTION B-B'
N.T.S.



SECTION C-C'
N.T.S.



SECTION D-D'
N.T.S.



SECTION E-E'
N.T.S.

MINE PLAN

K&M PASCO 130 MINE

Creative Environmental Solutions, Inc.
Geologists • Engineers • Environmental Scientists
700 DeSoto Avenue • Brooksville, FL • 34601
Florida License: CA7376 (3836)

STUART I. CULLEN LICENSE NO. 81337 STATE OF FLORIDA PROFESSIONAL ENGINEER
This item has been electronically signed and sealed by Stuart I. Cullen, PE using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies
Digitally signed by Stuart I Cullen
Date: 2024.09.17 16:59:00 -04'00'
STUART I. CULLEN, P.E. FLORIDA REGISTERED PROFESSIONAL ENGINEER

DATE	REV. BY	REV. NO.	REVISION
12/17/23	SIC	1	REISSUE FOR PERMIT MODIFICATION
6/29/24	SIC	2	RAI UPDATES
9/10/24	SIC	3	UPDATES PER PASCO COUNTY COMMENTS
9/17/24	SIC	4	ADDED ROUNDABOUTS TO ROADWAY W

WHEN PRINTED TO SCALE, DRAWING SIZE SHALL BE 24" X 36"

SHEET
05

SECTIONS: 3 + 4 , TWP: 24S
RANGE: 18E COUNTY: PASCO

PASCO COUNTY
BUILDING CONSTRUCTION SERVICES
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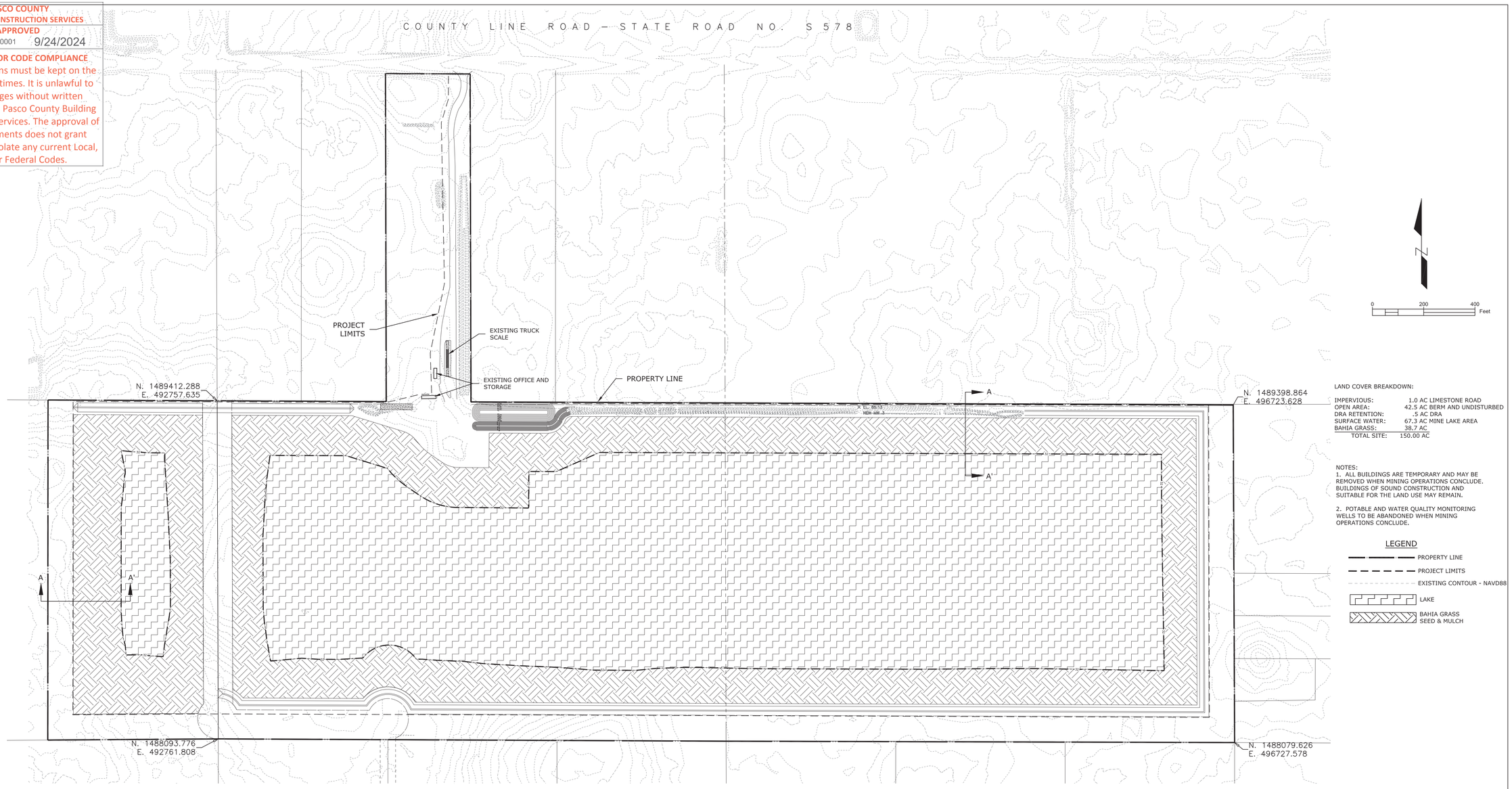


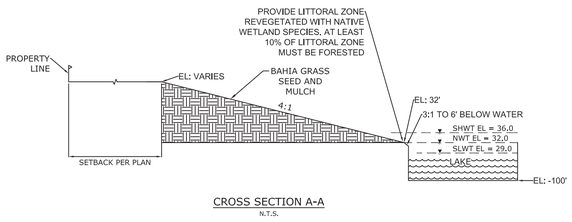
LAND COVER BREAKDOWN:

IMPERVIOUS:	1.0 AC LIMESTONE ROAD
OPEN AREA:	42.5 AC BERM AND UNDISTURBED
DRA RETENTION:	.5 AC DRA
SURFACE WATER:	67.3 AC MINE LAKE AREA
BAHIA GRASS:	38.7 AC
TOTAL SITE:	150.00 AC

NOTES:
1. ALL BUILDINGS ARE TEMPORARY AND MAY BE REMOVED WHEN MINING OPERATIONS CONCLUDE. BUILDINGS OF SOUND CONSTRUCTION AND SUITABLE FOR THE LAND USE MAY REMAIN.

2. POTABLE AND WATER QUALITY MONITORING WELLS TO BE ABANDONED WHEN MINING OPERATIONS CONCLUDE.

LEGEND
- PROPERTY LINE
- PROJECT LIMITS
- EXISTING CONTOUR - NAVD88
- LAKE
- BAHIA GRASS SEED & MULCH



CROSS SECTION A-A
N.T.S.

POST RECLAMATION NOTES:

1. UPLAND RECLAMATION: THE UPLANDS ADJACENT TO MINING AREA SHALL BE RECONTOURED TO PROVIDE MAXIMUM SLOPE STEEPNESS OF 4 FOOT HORIZONTAL TO 1 FOOT VERTICAL TO ELEVATION 32.00. (SEE DETAIL THIS SHEET). THE RECOUNTOURED SIDE SLOPES SHALL BE REVEGETATED WITH BAHIA SEED AND MULCH.
2. ALL LANDS SHALL BE RECLAIMED TO A NEAT, CLEAN CONDITION BY REMOVING ALL VISIBLE DEBRIS, LITTER, JUNK, WORN-OUT OR UNUSABLE EQUIPMENT OR MATERIALS, AS WELL AS ALL POLES, PILING AND CABLES.
3. CONTOURING ACTIVITIES SHALL BE INITIATED AS MINE ACTIVITY IN THE AREA CEASES AND SHALL BE COMPLETED NO LATER THAN ONE (1) YEAR AFTER THE AREA BECOMES AVAILABLE FOR RECLAMATION. OVERBURDEN FROM EACH AREA MAY BE USED TO CREATE THE 4:1 SIDE SLOPE. FINAL CONTOURING OF THE ENTIRE MINE SHALL BE COMPLETED NO LATER THAN ONE YEAR AFTER THE CALENDAR YEAR AFTER MINING CEASES.
4. ALL RECONTOURED SIDE SLOPES SHALL BE SEEDED AND MULCHED AFTER COMPLETION. MULCHING, CONTOURING, AND OTHER SUITABLE TECHNIQUES SHALL BE USED TO ENHANCE STABILIZATION. SHOULD WASHES OR RILLS DEVELOP AFTER REVEGETATION AND BEFORE FINAL RELEASE OF THE AREA, THE AREA SHALL BE REPAIRED AND THE ERODED AREA STABILIZED.
5. LARGE ROCKS AND BOULDERS MAY BE PUSHED IN THE LAKE (AT LEAST TEN FEET BELOW THE SURFACE) OR PLACED IN COMMON LOCATIONS AT THE MINE SURFACE OR BURIED TO A MINIMUM DEPTH OF FOUR FEET.
6. POST RECLAMATION LAND USE WILL BE AGRICULTURAL/RECREATIONAL AND MADE UP OF GOOD CONDITION GRASS COVER.
7. A 20' WIDE PASCO COUNTY LANDSCAPE BUFFER ADJACENT TO FUTURE ROADWAY W SHALL BE PROVIDED, SEE LANDSCAPE PLAN. THE BUFFER IS ONLY PROVIDED ON THE NORTH SIDE OF THE EAST-WEST PORTION OF THE RESERVATION FOR ROADWAY W. INSTALLATION OF THE BUFFER MATERIAL IS DESIGNATED IN THE PASCO COUNTY'S CONDITIONAL USE PERMIT CONDITIONS.

RECLAMATION PLAN

K&M PASCO 130 MINE

Creative Environmental Solutions, Inc.
Geologists • Engineers • Environmental Scientists
709 DeSoto Avenue • Brooksville, FL • 34601
PH (352) 556-7646 CA 3378 (352) 556-7647

STUART L CULLEN LICENSE No 61337 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been electronically signed and sealed by Stuart L Cullen, PE using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

STUART L CULLEN, PE LIC. NO. 61337

Digitally signed by Stuart l Cullen
Date: 2024.09.17 16:59:25 -04'00'

DATE	REV. BY	REV. NO.	REVISION
12/19/23	SIC	1	REISSUE FOR PERMIT MODIFICATION
6/23/24	SIC	2	RAI UPDATES
9/10/24	SIC	3	UPDATES PER PASCO COUNTY COMMENTS
9/17/24	SIC	4	ADDED ROUNDABOUTS TO ROADWAY W

WHEN PRINTED TO SCALE, DRAWING SIZE SHALL BE 24" X 36"

SHEET
06

SECTIONS: 3 + 4, TWP: 24S
RANGE: 18E COUNTY:PASCO

PASCO COUNTY
BUILDING CONSTRUCTION SERVICES
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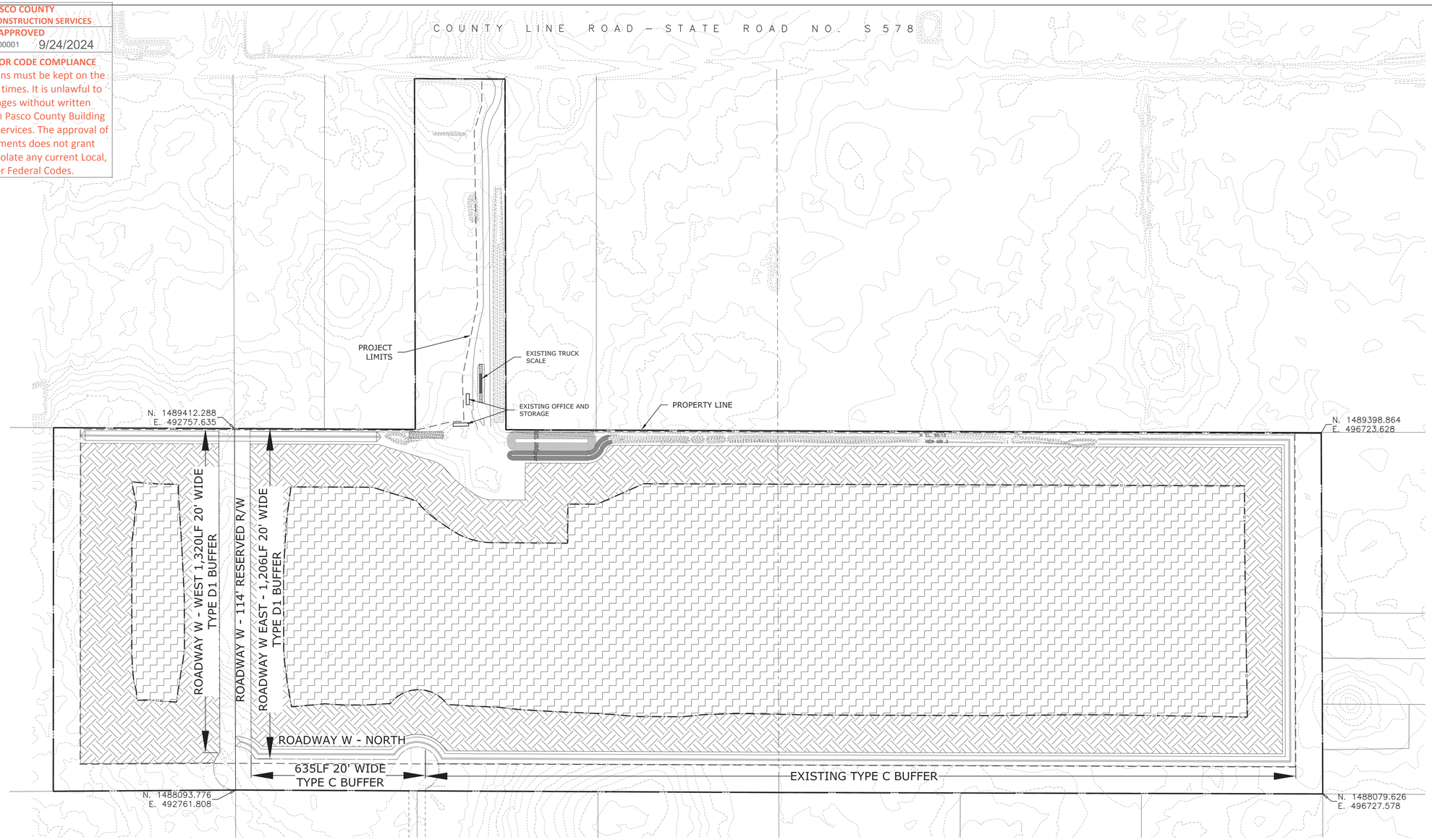


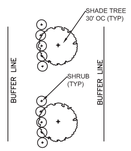
BUFFER TABLE

	BUFFER	LENGTH	REQ'D	REQ'D
TREES	ROAD W – WEST	1,320LF	1/30LF	44
	ROAD W – EAST	1,206LF	1/30LF	40
	ROAD W – NORTH	635LF	1/20LF	32
				TOTAL= 116
SHRUBS	ROAD W – WEST	1,320LF	5/TREE	220
	ROAD W – EAST	1,206LF	5/TREE	205
	ROAD W – NORTH	635LF	SINGLE ROW	127
				TOTAL= 552

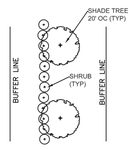
PLANT LIST

	QUANTITY	COMMON NAME	BOTANICAL NAME	MIN. SIZE & COMMENTS
TREES	24	RED CRAPE MYRTLE	LAGERSTROEMIA INDICA "TUSCARORA"	15 GAL., 6'H. 3" SPR., MULTI–TRUNK(MIN 3Ø1")
	24	QUERCUS VIRGINIANA	LIVE OAK	30 GAL., 7'–8" H., 4'–5" SPR., 2–1/2" CAL.
	24	BALD CYPRESS	TAXODIUM DISTICHUM	30 GAL., 6'–8" H., 3'–5" SPR., 3" CAL.
	24	RED MAPLE	ACER RUBRUM	30 GAL., 6'–7'H., 3'–4" SPR., 3" CAL.
	24	LOBLOLLY PINE	PINUS TAEDA	30 GAL., 6'H., 3" SPR., 3" CAL.
	TOTAL= 120			
SHRUBS	276	WALTERS VIBURNUM	VIBURNUM ODOVATUM	3 GAL., 30"H, SPACED 60"
	276	SAW PALMETTO	SERENOA REPENS	3 GAL., 30"H, SPACED 48"
	TOTAL= 552			

NOTES:
1. DIFFERENT SPECIES OF TREES TO BE UTILIZED EVERY 5 TREES OR LESS.
2. ROADWAY W NORTH BUFFER TO BE A SINGLE ROW OF EVERGREEN SHRUBS.
3. TYPE C BUFFER TREES ALONG ROADWAY W NORTH TO BE PLANTED AT BASE OF BERM BETWEEN BERM AND ROADWAY.
4. BERM SLOPES TO BE SODDED WITH BAHIA GRASS



TYPE D1 BUFFER
N.T.S.



TYPE C BUFFER
N.T.S.

TREE REMOVAL TABLE

Live Oaks			Other Trees		
Size (Inches)	Quantity	Total Inches	Type of Tree	Size (Inches)	Quantity	Total Inches
10+	40	983	Laurel Oak	10+	11	151
			Longleaf Pine	10+	301	3782
Total Inches of Live Oaks to be Removed		583		Total Inches of Other Trees to be Removed		3929
Replacement Inches Required		583		Replacement Inches Required		1310
Total Replacement Inches Required = 1873						

Palm and pine trees (other than longleaf pine) do not have to be replaced.

* Tree data breakdown persisted in Tree Inventory Report of Pasco Mine, Fuller Tree Consultnes, June 30, 2024.

TREE CALCULATIONS

1. REQUIRED REPLACEMENT TREE INCHES: 1,873
2. DEVELOPER CONTRIBUTION TO TREE MITIGATION FUND: $93,650

NOTES:

1. A 20' WIDE PASCO COUNTY LANDSCAPE BUFFER ADJACENT TO FUTURE ROADWAY W SHALL BE PROVIDED. THE BUFFER IS ONLY PROVIDED ON THE NORTH SIDE OF THE EAST-WEST PORTION OF THE RESERVATION FOR ROADWAY W. INSTALLATION OF THE BUFFER MATERIAL IS DESIGNATED IN THE PASCO COUNTY'S CONDITIONAL USE PERMIT CONDITIONS.

LANDSCAPE PLAN

K&M PASCO 130 MINE

Creative Environmental Solutions, Inc.
Geologists • Engineers • Environmental Scientists
709 DeSoto Avenue • Brooksville, FL • 34601
PH (352) 796-7211 CA 3378 (352) 796-2040

This item has been electronically signed and sealed by Stuart I. Cullen, PE using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

STUART I. CULLEN LICENSE No. 61337 STATE OF FLORIDA PROFESSIONAL ENGINEER

STUART CULLEN PE 61337

Digitally signed by Stuart I Cullen
Date: 2024.09.23 15:29:34 -04'00'

DATE	REV. BY	REV. NO.	REVISION
9/10/24	SIC	-	ORIGINAL ISSUE
9/13/24	SIC	1	ADDED PLANTING DETAIL
9/17/24	SIC	2	ADDED ROUNDABOUTS TO ROADWAY W
9/23/24	SIC	3	REVISED TREE CALCULATIONS

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SECTIONS: 3 + 4, TWP: 24S
RANGE: 18E COUNTY:PASCO

PASCO COUNTY
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ALTA/NSPS LAND TITLE SURVEY

OF A PORTION OF

SECTION 4, TOWNSHIP 24 SOUTH, RANGE 18 EAST
PASCO COUNTY, FLORIDA

N
W E
S

SURVEYOR'S NOTES:

1. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than those certified to. This survey meets the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J–17 Florida Administrative Code.
2. Surveyor has reviewed Commitment for Title Insurance, Commitment Number 11084446, as issued by Godbold, Downing, Bill & Rentz, P.A., and underwritten by Fidelity National Title Insurance Company, with a commitment date of 3/31/23 at 5:00 p.m. All pertinent matters except leases, liens, mortgages, taxes, and/or other similar financial matters, identified as encumbrances in Schedule B–II of said Commitment for Title Insurance, have been shown or noted hereon. The undersigned has relied solely upon said Title Insurance Commitment for all matters pertaining to easements, rights–of–way, setback lines, agreements, reservations, or other similar matters.
3. No instruments of record reflecting easements, right–of–ways and/or ownership were furnished to the undersigned except as shown.
4. No underground installations, improvements or encroachments, have been located except those shown hereon.
5. Bearings shown hereon are based on the Florida State Plane Coordinate System, FL–West Projection, with North boundary of the West 1/2 of the Southwest 1/4 of the Northeast 1/4, of Section 4, Township 24 South, Range 18 East, Pasco County, Florida, having a grid bearing of S.89°50'06"E
6. Bearings and distances shown hereon are field measured, unless otherwise indicated.
7. The text for ties to improvements indicates the direction they lie in relation to the boundary.
8. Subject property may contain lands that are subject to jurisdiction or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.) or Florida Department of Environmental Protection (F.D.E.P.).

ALTA TABLE A NOTES:

- [Item 1] See map of survey for found or set monuments.
- [Item 2] The physical address of the subject property is 18648 County Line Road, Spring Hill, FL 34610.
- [Item 3] Subject property appears to lie in Flood Zone "X" according for FEMA Flood Insurance Rate Map Panel No. 12101C0045F, dated 9/26/2014.
- [Item 4] Subject property contains 20.04 acres, more or less.
- [Item 6] Zoning Report not provided to Surveyor as of 6/9/23
- [Item 7] See map of survey for building dimensions and area.
- [Item 8] See map of survey for depiction of substantial features observed.
- [Item 14] Subject property lies approximately 1350' from the intersection of County Line Road and Linden Drive.
- [Item 16] No evidence of recent earth moving work, building construction, or building additions were observed.
- [Item 18] See Schedule B–II table for index of easements and servitudes disclosed in Title Documents. See map of survey for depiction thereof.



VICINITY MAP
NOT TO SCALE

SCHEDULE B–II	
	NO B–II ITEMS SHOWN IN TITLE COMMITMENT NUMBER 11084446

DESCRIPTION: (per Title Commitment No. 11084446.)

The West Half of the Southwest Quarter of the Northeast Quarter, Section 4, Township 24 South, Range 18 East, Pasco County, Florida.

CERTIFICATION:

To:
- Fidelity National Title Insurance
- Godbold, Downing, Bo;; & Rentz, P.A.
- K & M Pasco 130 Holdings, LLC, a Florida limited liability company.
- Avalon Park Group

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1–4, 6(b), 7(a), 7(b)(1), 8, 14, 16, & 18 of Table A thereof. The fieldwork was completed on 6/9/23.

Date of Plat or Map: 6/9/23

SEAL
ANDREW R. GETZ
License Number
LS7043
STATE OF
FLORIDA
Professional Surveyor and Mapper

Andrew Getz
Andrew R. Getz
PLS/PSM License Number 7043

This survey conforms to the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J–17 Florida Administrative Code.

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

DRAWN: CAG	DATE: 6/9/23
CHECKED: ARG	DATE: 6/9/23

DATE	REVISION	BY

DATE OF FIELD SURVEY: 6/9/23

COVER SHEET

SEE SHEET 2 FOR BOUNDARY INFORMATION

JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Licensed Business No. 4514
1151 Lindsey Lane, Suite E
San Antonio, FL 33576
Phone: (352) 588–2768
Email: andrew@dic-johnson.com
www.dic-johnson.com

BOUNDARY SURVEY

Avalon Park Group

PREPARED FOR:

County Line Road Mine
Halmo Parcel

PROJECT NO: 2022-358B01BG0001	COUNTY: Pasco County
SEC: 4	TWP: 24S
	RNG: 18E

SCALE: As Shown

SHEET NO: 1 of 2

PASCO COUNTY
BUILDING CONSTRUCTION SERVICES
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OPERATING PERMIT 9/24/2024
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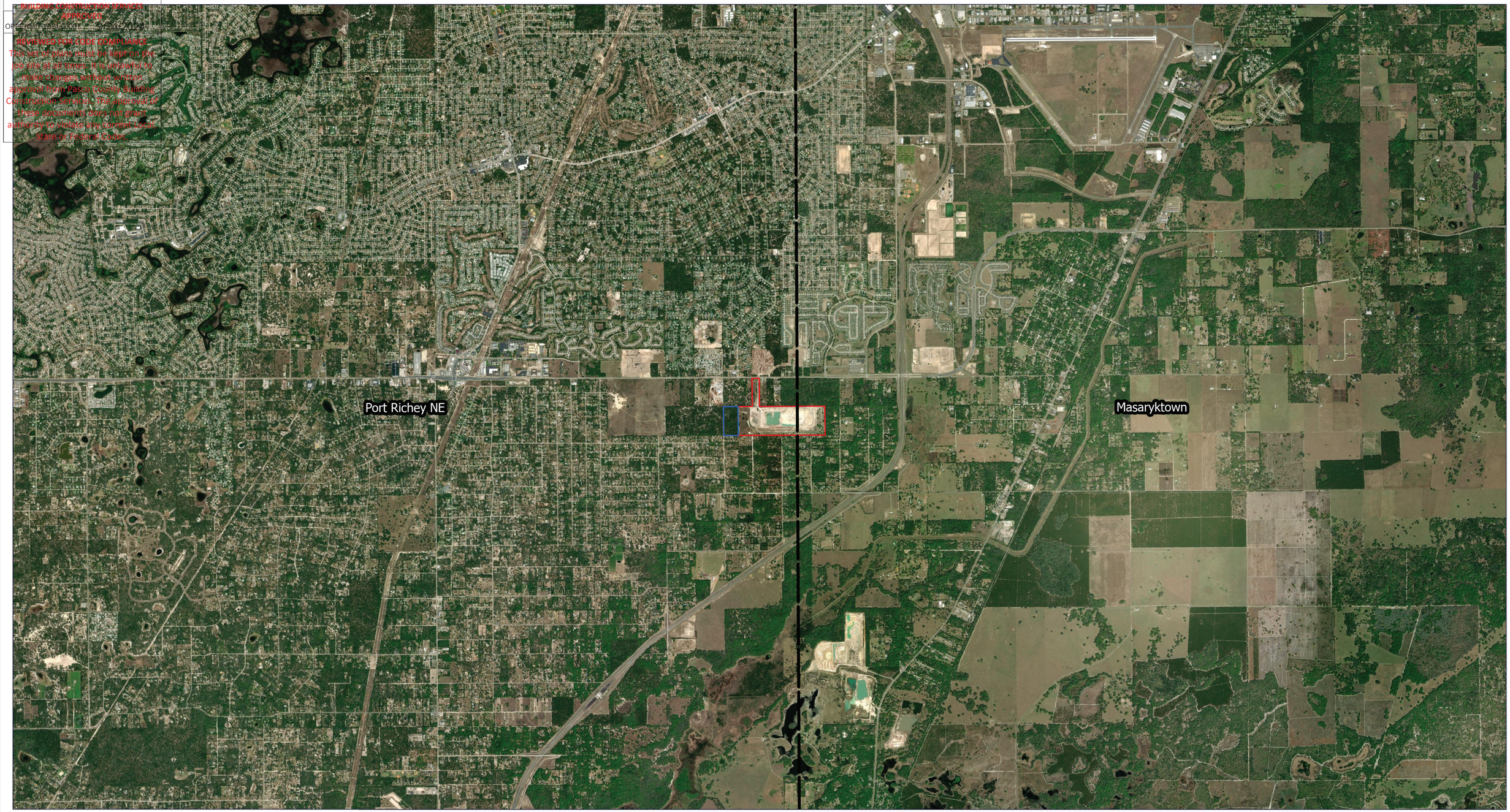

PASCO MINE
PORT RICHEY NE & MASARYKTOWN QUADRANGLES
2022 TRUE COLOR AERIAL
PASCO COUNTY, FLORIDA

1:24,000

0 1,500 3,000 6,000 Feet

MAP SCALE IS SET FOR MAPS PRINTED ON 8.5X11 PAPER.

Pasco Mine (± 129.8 AC)
Halmo (± 20.0 AC)
USGS 24K Boundaries

CES
CREATIVE ENVIRONMENTAL SOLUTIONS
GEOLOGISTS | ENGINEERS | ENVIRONMENTAL SCIENTISTS

Document Path: F:\ECD\Projects_GIS\George Foster\Pasco Mine\Permitting\GIS_PRO\Project_GIS.aprx

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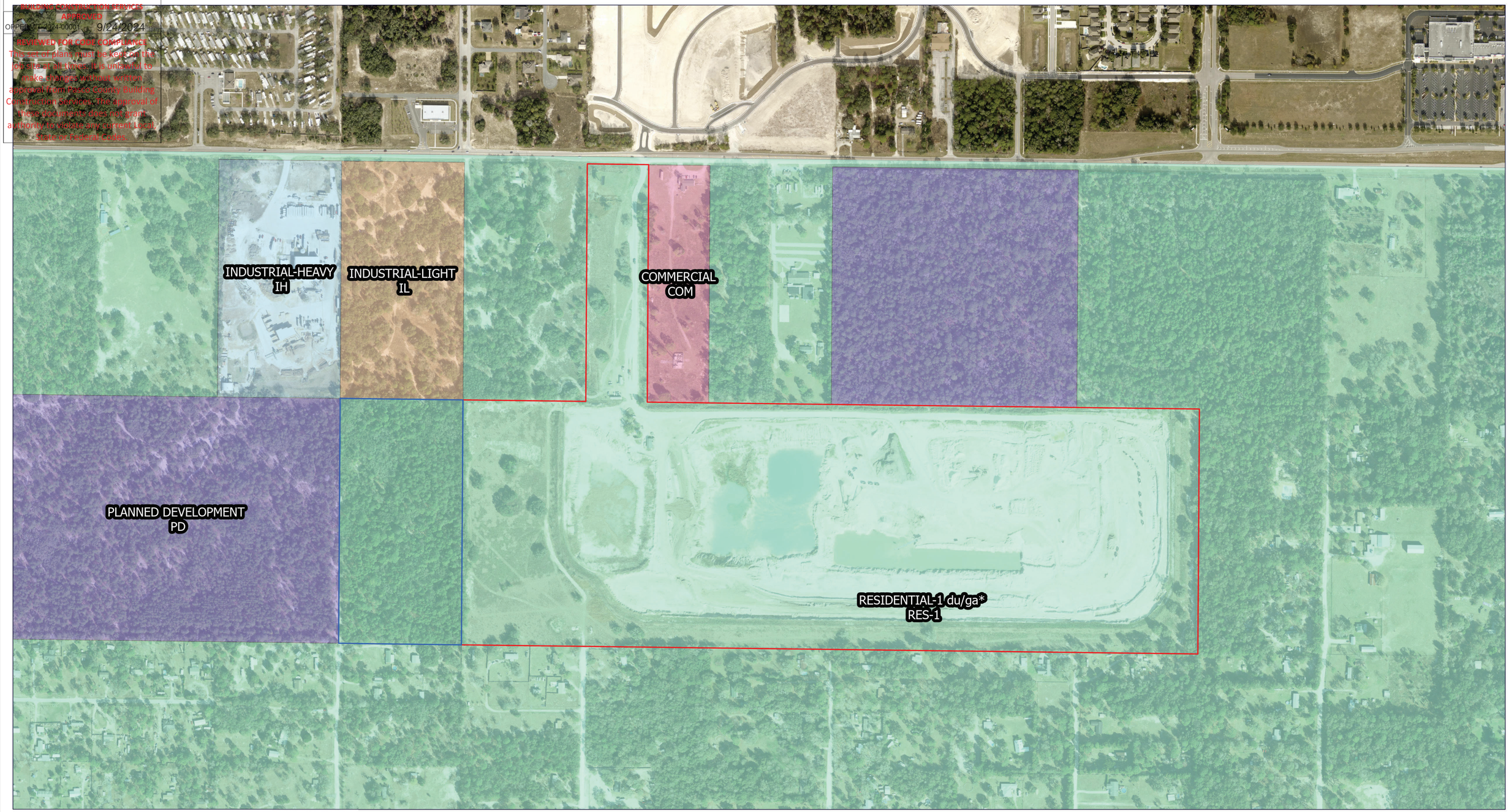

PASCO MINE
FUTURE LAND USE

2022 TRUE COLOR AERIAL
PASCO COUNTY, FLORIDA

1:2,833

0 210 420 840 Feet

MAP SCALE IS SET FOR MAPS PRINTED ON 8.5X11 PAPER.

Future Land Use

- COMMERCIAL
- INDUSTRIAL-HEAVY
- INDUSTRIAL-LIGHT
- PLANNED DEVELOPMENT
- RESIDENTIAL-1 du/ga*

- Pasco Mine (± 129.8 AC)
- Halmo (± 20.0 AC)

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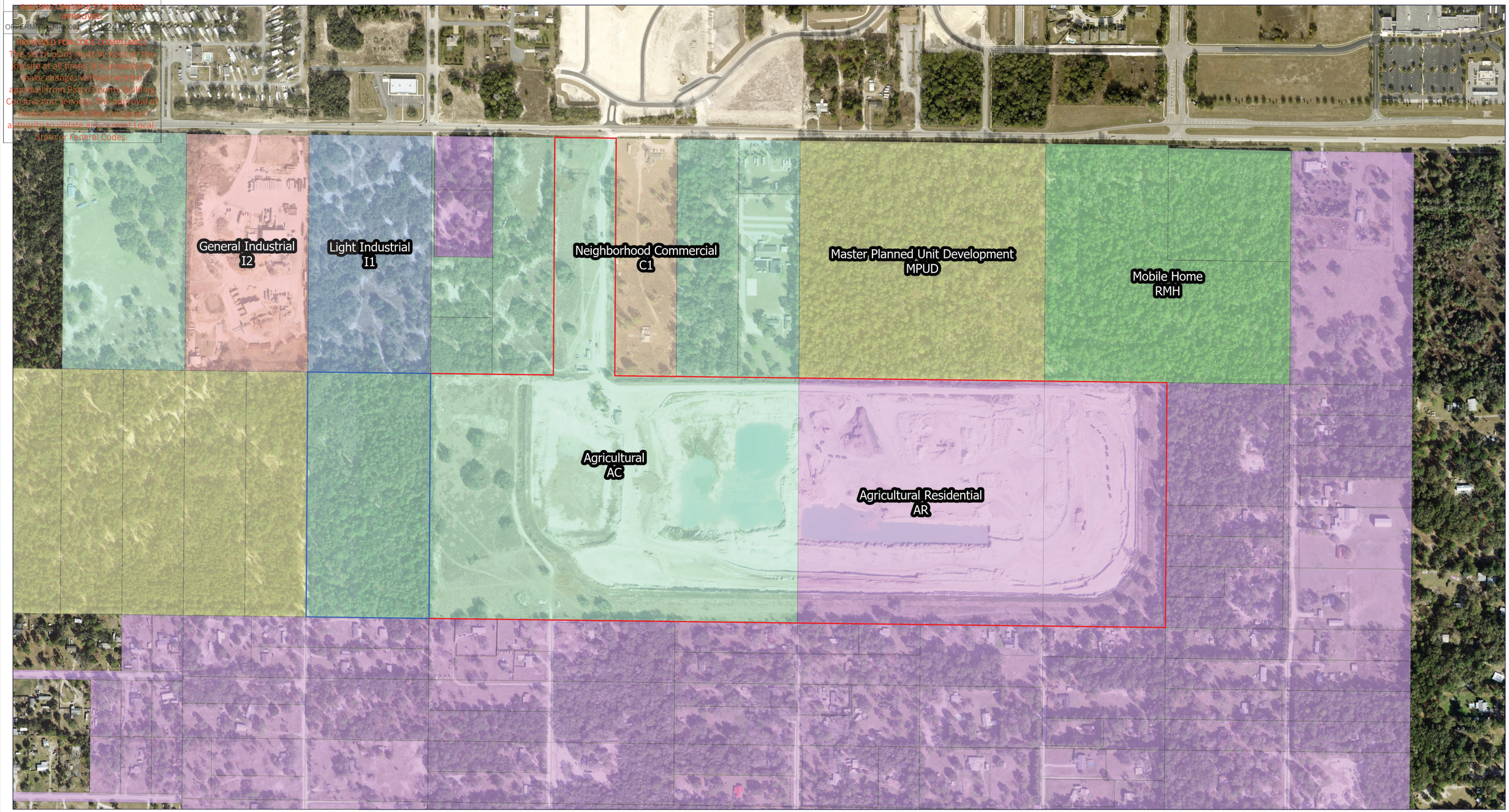

PASCO MINE ZONING

2020 TRUE COLOR AERIAL
PASCO COUNTY, FLORIDA

1:2,833

Feet
0 210 420 840

MAP SCALE IS SET FOR MAPS PRINTED ON 8.5X11 PAPER.

- Pasco Mine (± 129.8 AC)
- Halmo (± 20.0 AC)

Zoning

- Agricultural
- Agricultural Residential
- General Industrial
- Light Industrial
- Master Planned Unit Development
- Mobile Home
- Neighborhood Commercial

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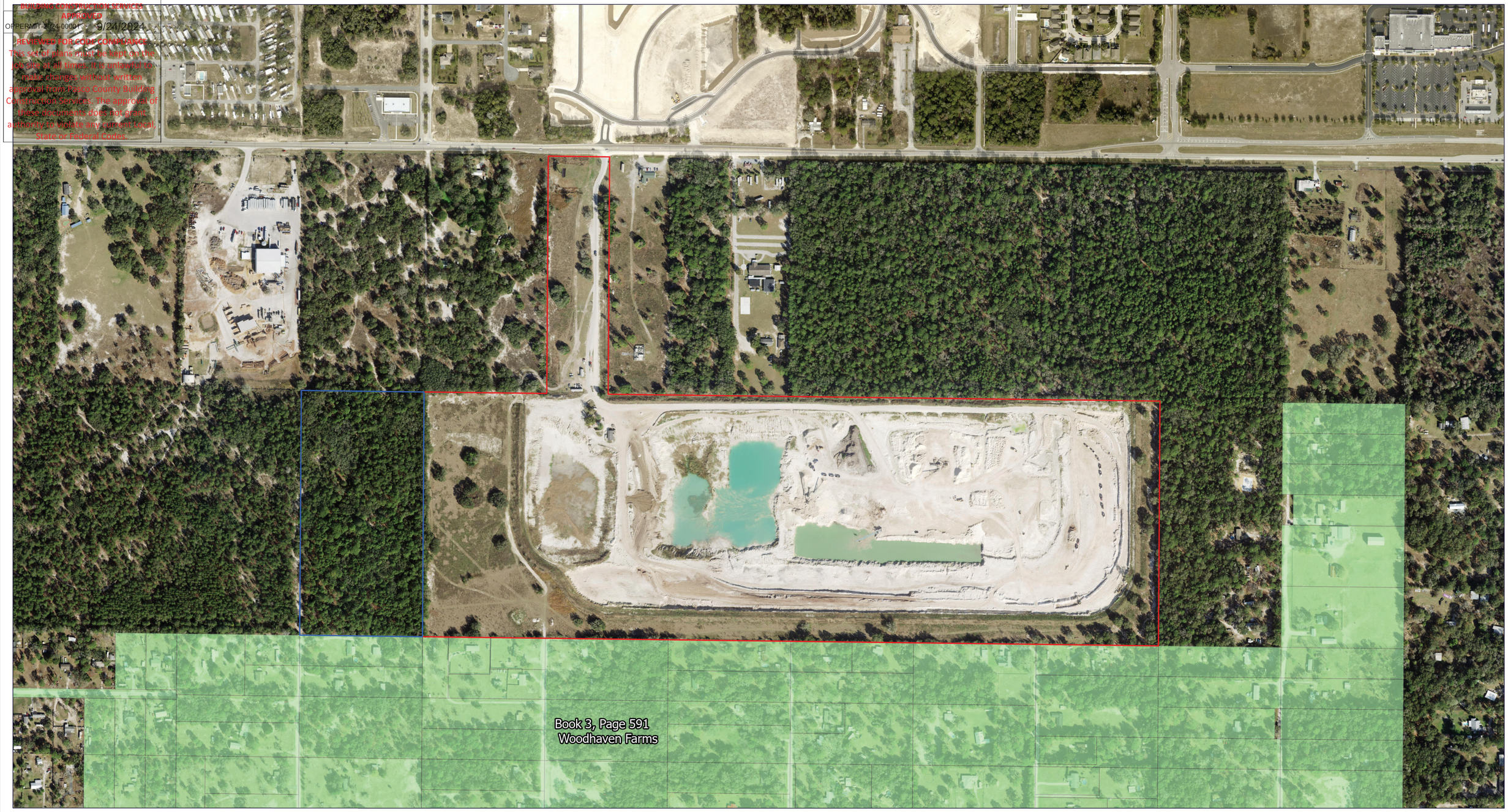

PASCO MINE LAND USE

2022 TRUE COLOR AERIAL
PASCO COUNTY, FLORIDA

1:2,833

0 210 420 840 Feet

MAP SCALE IS SET FOR MAPS PRINTED ON 8.5X11 PAPER.

Platted Land

- Book 3, Page 591 Woodhaven Farms
- Pasco Mine (± 129.8 AC)
- Halmo (± 20.0 AC)

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GEOLOGISTS | ENGINEERS | ENVIRONMENTAL SCIENTISTS

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Date Saved: 6/21/2024 9:32 AM

TIMING & PHASING ANALYSIS

PASCO MINE MPUD

Prepared For

LAND DEVELOPMENT GROUP AT AVALON PARK GROUP

Prepared By

LINCKS & ASSOCIATES
A TMC Company

TIMING & PHASING ANALYSIS

PASCO MINE MPUD

Prepared For

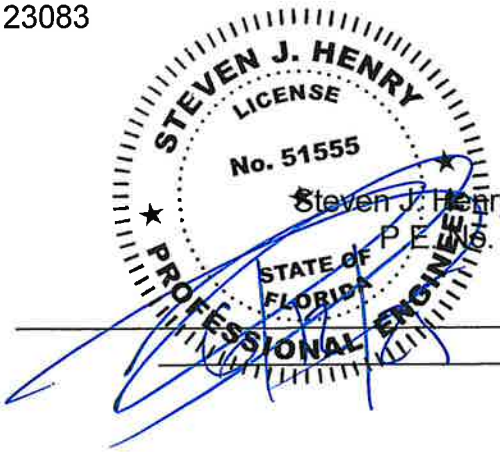
LAND DEVELOPMENT GROUP AT AVALON PARK GROUP

Prepared By

LINCKS & ASSOCIATES, LLC
A TMC Company
5023 West Laurel Street
Tampa, Florida 33607
813-289-0039
State of Florida Authorization No. EB0004638

Revised June, 2025
August, 2023

Project No. 23083



Steven J. Henry, P.E.
P.E. No. 51555

Date

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AM Peak Hour Project Traffic 3
PM Peak Hour Project Traffic 3
Distribution/Assignment 7
Study Area 7
Buildout Year 7
Budgeted Improvements 10
Background Traffic 10
Link Analysis 12
Intersection Analysis 18
Conclusion 20
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2 Estimated AM Peak Hour Trip Ends 5
3 Estimated PM Peak Hour Trip Ends 6
4 Link Capacity Analysis PM Peak Hour (Existing Geometry) 16
5 Link Capacity Analysis PM Peak Hour (2050 Cost Affordable Plan) 17
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INTRODUCTION

The purpose of this report is to provide the Timing and Phasing Analysis and Access Management Analysis for the property located south of County Line Road and west of Suncoast Parkway in Pasco County, Florida, as shown in Figure 1.

The Analysis was conducted in accordance with the approved Methodology Statement provided in the Appendix of this report. The property is proposed to be rezoned to MPUD to include the following land uses:

- Retail – 30,000 Square Feet
- Light Industrial – 150,000 Square Feet
- Concrete Batch Plant

ESTIMATED DAILY PROJECT TRAFFIC

The trip rates utilized in this report were obtained from the latest computerized version of "OTISS" which utilizes the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition, 2021, as its data base and the data provided by the end user for Concrete Batch Plant. Based on these trip rates, the proposed land uses would attract approximately 2,364 daily trip ends.

Studies contained in the ITE Trip Generation Manual, 11th Edition, indicate that a percentage of the retail trip ends may exist on the adjacent roadways- passerby capture. However, the passerby trip ends should not exceed 10% of the background traffic on the adjacent

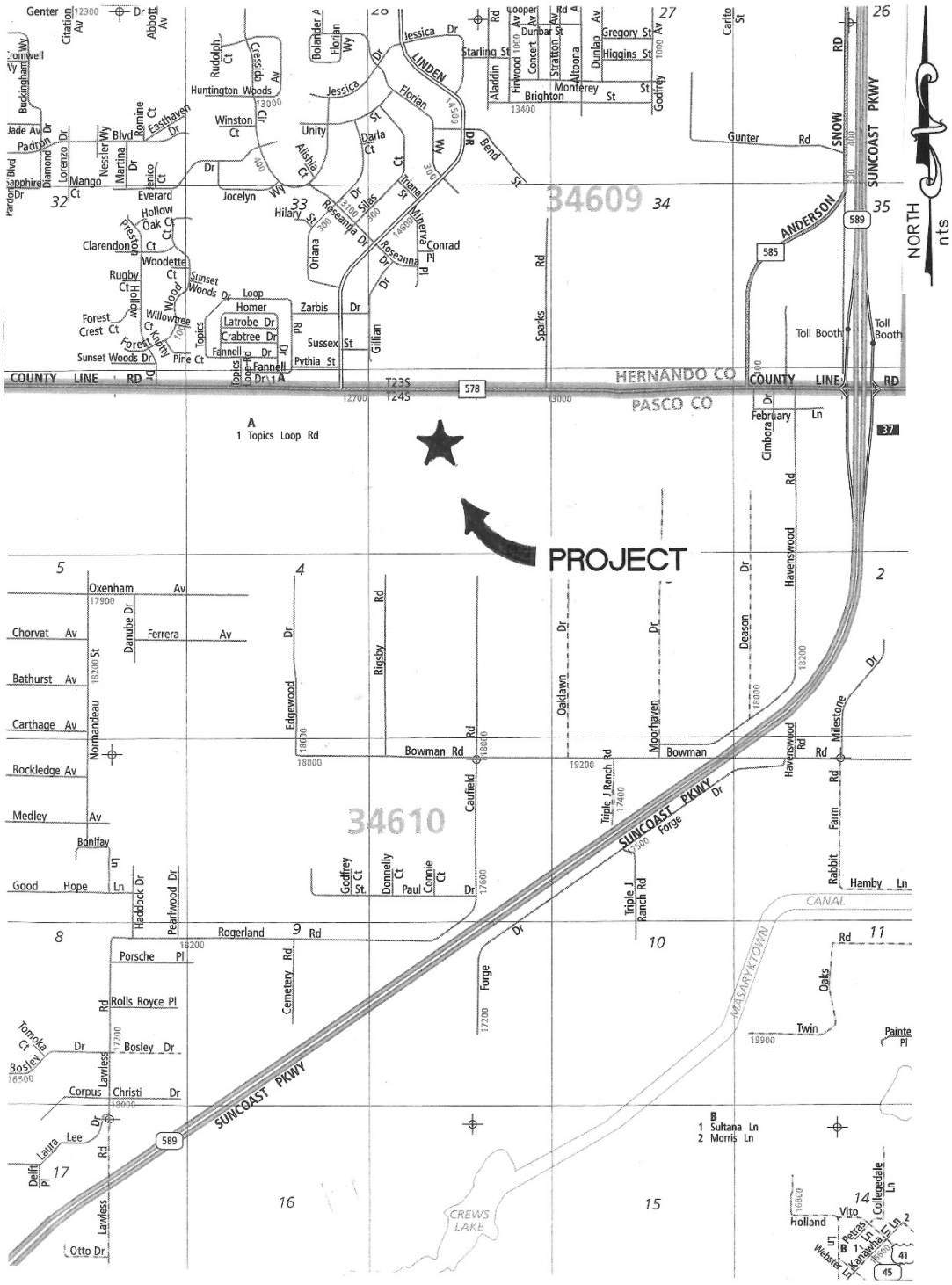

FIGURE 1
PROJECT LOCATION

roadway. Therefore, the proposed land uses are estimated to attract 1,710 new daily trip ends, as shown in Table 1.

AM PEAK HOUR PROJECT TRAFFIC

Again, based on the ITE Trip Generation Manual, 11th Edition data and the data provided by the end user, the proposed project would attract approximately 194 trip ends during the AM peak hour with 147 inbound and 47 outbound, as shown in Table 2.

As stated previously, studies contained in the ITE Trip Generation Manual, 11th Edition, indicate that a percentage of the retail trips may exist on the adjacent roadways – passerby capture. However, the passerby trip ends are not to exceed 10% of the background traffic on the adjacent roadways. Therefore, the new AM peak hour trip ends attracted by the proposed project would be 166 trip ends with 130 inbound and 36 outbound, as shown in Table 2.

PM PEAK HOUR PROJECT TRAFFIC

Again, based on the ITE Trip Generation Manual, 11th Edition data and the data provided by the end user, the proposed project would attract approximately 237 trip ends during the PM peak hour with 95 inbound and 142 outbound, as shown in Table 3.

As stated previously, studies contained in the ITE Trip Generation Manual, 11th Edition, indicate that a percentage of the retail trips may exist on the adjacent roadways – passerby capture. However, the passerby trip ends are not to exceed 10% of the background traffic

TABLE 1

ESTIMATED DAILY TRIP GENERATION

Land Use	Size	ITE LUC	Daily Trip Ends (1)	Passerby Trip Ends (3)	New Daily Trip Ends
Retail	30,000 SF	822	1,634	654	980
Light Industrial	150,000 SF	110	614	0	614
Concrete Batch Plant	-	-	116 (2)	0	116
		Total	2,364	654	1,710

(1) Source: ITE Trip Generation Manual, 11th Edition, 2021.
(2) Data provided by the end user.
(3) Source: ITE Trip Generation Manual, 11th Edition.

- Passerby Trip Ends
  - Retail - 40%

    1,634 x 0.40 = 654
- Passerby Trip Ends should not exceed 10% of the adjacent street traffic.

  25,444 (a) x 0.10 = 2,544 > 654

(a) Based on PM peak hour background traffic on County Lin Rd and K = 0.09.

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TABLE 2

ESTIMATED AM PEAK HOUR TRIP ENDS

Land Use	Size	ITE LUC	AM Peak Hour Trip Ends (1)			Passerby Trip Ends (3)			New AM Peak Hour Trip Ends		
			In	Out	Total	In	Out	Total	In	Out	Total
Retail	30,000 SF	822	43	28	71	17	11	28	26	17	43
Light Industrial	150,000 SF	110	93	13	106	0	0	0	93	13	106
Concrete Batch Plant	-	-	11	6	17 (2)	0	0	0	11	6	17
		Total	147	47	194	17	11	28	130	36	166

(1) Source: ITE Trip Generation Manual, 11th Edition, 2021.
(2) Data provided by the end user.
(3) Source: ITE Trip Generation Manual, 11th Edition.
- Passerby Trip Ends
  - Retail- 40%
    In - 43 x 0.40 = 17
    Out - 28 x 0.40 = 11
- Passerby Trip Ends should not exceed 10% of the adjacent street traffic
  2,349 (a) x 0.10 = 235 > 28
  (a) Based on AM peak hour background traffic on County Line Rd.

TABLE 3

ESTIMATED PM PEAK HOUR TRIP ENDS

Land Use	Size	ITE LUC	PM Peak Hour Trip Ends (1)			Passerby Trip Ends (3)			New PM Peak Hour Trip Ends		
			In	Out	Total	In	Out	Total	In	Out	Total
Retail	30,000 SF	822	85	85	170	34	34	68	51	51	102
Light Industrial	150,000 SF	110	8	46	54	0	0	0	8	46	54
Concrete Batch Plant	-	-	2	11	13 (2)	0	0	0	2	11	13
		Total	95	142	237	34	34	68	61	108	169

(1) Source: ITE Trip Generation Manual, 11th Edition, 2021.
(2) Data provided by the end user.
(3) Source: ITE Trip Generation Manual, 11th Edition.

- Passerby Trip Ends
  - Retail- 40%
    - In - 85 x 0.40 = 34
    - Out - 85 x 0.40 = 34
- Passerby Trip Ends should not exceed 10% of the adjacent street traffic
  - 2,290 (a) x 0.10 = 229 > 68
  - (a) Based on PM peak hour background traffic on County Line Rd.

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on the adjacent roadways. Therefore, the new PM peak hour trip ends attracted by the proposed project would be 169 trip ends with 61 inbound and 108 outbound, as shown in Table 3.

DISTRIBUTION/ASSIGNMENT

The distribution of the project traffic was based on the existing traffic and development patterns in the vicinity of the project. The proposed percent distribution of the project traffic is illustrated in Figure 2 per the approved Methodology Statement. Figure 3 illustrates the PM peak hour project trip ends on the adjacent roadway network.

STUDY AREA

As per the approved Methodology Statement for the project, the study area includes the following roadway segments and intersections.

a. Roadway Segments:
    - County Line Road from Shady Hills Road to Suncoast Parkway

b. Intersections:
    - County Line Road and Shady Hills Road
    - County Line Road and Suncoast Parkway

BUILDOUT YEAR

The build out year for the project is anticipated to be 2030.

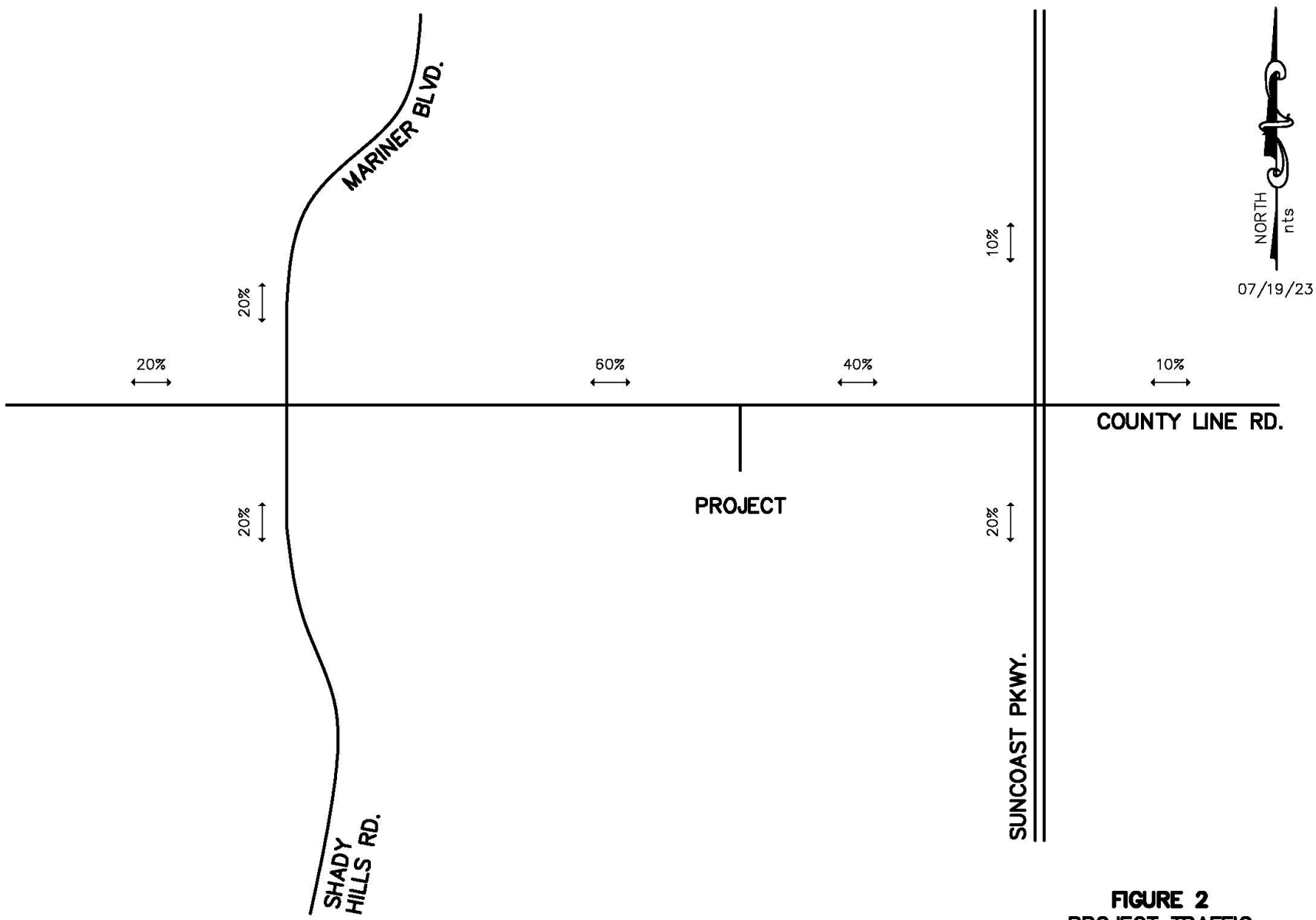

FIGURE 2
PROJECT TRAFFIC DISTRIBUTION

FIGURE 3
PM PEAK HOUR
NEW PROJECT TRAFFIC

BUDGETED IMPROVEMENTS

According to the Pasco County Capital Improvement Plan (CIP), there are no improvements budgeted in the vicinity of the project.

According to the Pasco County 2050 Cost Affordable Plan, the following improvements are planned in the vicinity of the project:

- County Line Road from west of Shady Hills Road to Suncoast Parkway is proposed to be widened to a four (4) lane divided roadway.
- Shady Hills Road from south of County Line Road to SR 52 is proposed to be widened to a four(4) lane divided roadway.

BACKGROUND TRAFFIC

The 2030 background traffic utilized in the report was calculated as follows:

1) PM (4:00-6:00) peak hour turning movement count were conducted at the following intersections:
    - County Line Road and Shady Hills Road
    - County Line Road and Suncoast Parkway

Figure 4 illustrates the existing PM peak hour traffic.

FIGURE 4
PM PEAK HOUR
EXISTING TRAFFIC

1) The existing counts were factored to peak season based on the 2022 FDOT Peak Season Adjustment Factors for Pasco County.

Figure 5 illustrates the PM peak hour peak season traffic.

2) The peak season volumes were factored to 2030 utilizing a 2% per year growth rate.

Figure 6 illustrates the PM peak hour 2030 background traffic and Figure 7 illustrates the PM peak hour 2030 background plus project traffic.

LINK ANALYSIS

PM peak hour generalized capacity analysis was conducted with the 2030 background traffic and with the addition of the project traffic for County Line Road from Shady Hills Road to Suncoast Parkway.

The link analysis was conducted based on the FDOT Generalized Capacities. The results of the analysis are summarized in Table 4 with the existing geometry.

According to the results in Table 4, some roadway segments within the study network are projected to exceed the adopted V/C ratio with the existing geometry with 2030 background traffic and with the addition of the project traffic. The 2050 Cost Affordable Plan shows County Line Road as a four (4) lane roadway.

As shown in Table 5, with 2050 Cost Affordable Plan improvements, all roadway segments within the study area should operate within the adopted V/C ratio with 2030

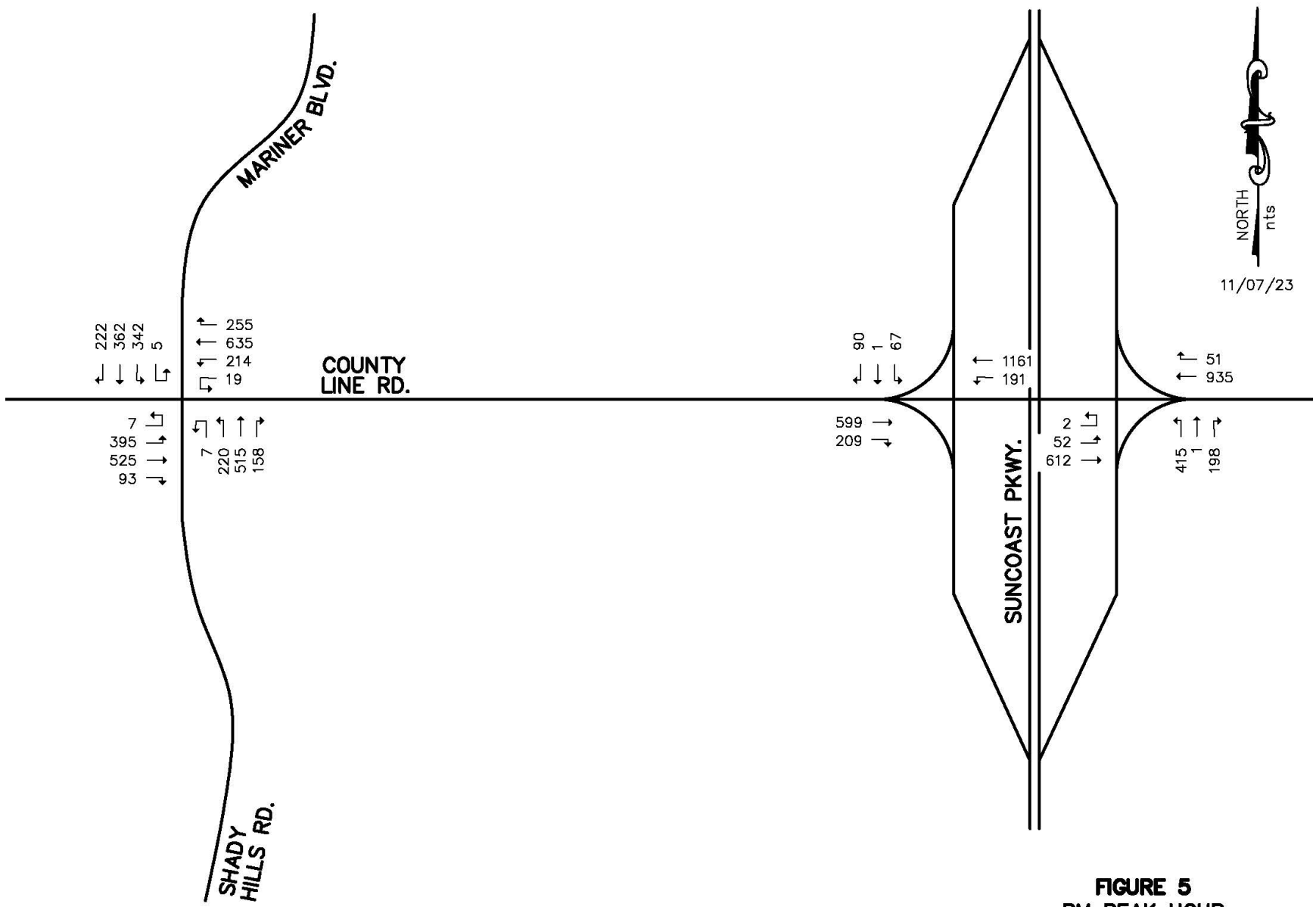

FIGURE 5
PM PEAK HOUR
PEAK SEASON TRAFFIC

LINCKS & ASSOCIATES, A TMC Company

FIGURE 6
PM PEAK HOUR
2030 BACKGROUND TRAFFIC

FIGURE 7
PM PEAK HOUR
2030 BACKGROUND PLUS
PROJECT TRAFFIC

TABLE 4

LINK CAPACITY ANALYSIS
PM PEAK HOUR
EXISTING GEOMETRY

Segment	From	To	Lanes	V/C STD	Capacity (1)	2030 Background Traffic	V/C	2030 Background Plus Project Traffic (2)	V/C
County Line Rd	Shady Hill Rd	Project	2 LU	D	1,818	2,290	1.26	2,391	1.32
	Project	Oak Chase Blvd	2 LU	D	1,818	2,290	1.26	2,358	1.30
	Oak Chase Blvd	Suncoast Pkwy	4 LD	D	3,024	2,290	0.76	2,358	0.78

(1) Based on 2023 FDOT Generalized Capacity Tables.
(2) See Figures 6 and 7 of this report.

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TABLE 5

LINK CAPACITY ANALYSIS
PM PEAK HOUR
(2050 COST AFFORABLE PLAN)

Segment	From	To	Lanes	V/C Std	Capacity(1)	2030 Background Traffic	V/C	2030 Background Plus Project Traffic (2)	V/C
County Line Rd	Shady Hills Rd	Project	4 LD	D	3,024	2,290	0.76	2,391	0.79
	Project	Oak Chase Blvd	4 LD	D	3,024	2,290	0.76	2,358	0.78
	Oak Chase Blvd	Suncoast Pkwy	4 LD	D	3,024	2,290	0.76	2,358	0.78

1) Based on 2023 FDOT Generalized Capacity Tables.
2) See Figures 6 and 7 of this report.

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background traffic and the addition of the project traffic.

INTERSECTION ANALYSIS

The following intersections were analyzed during the PM peak hour:

- County Line Road and Shady Hills Road
- County Line Road and Suncoast Parkway Ramps

The analysis was performed utilizing the methodology described in Chapter 18, Signalized Intersections of Transportation Research Board (TRB) Special Report, the 2010 Highway Capacity Manual. Table 6 summarizes the results of the signalized analysis with the existing geometry. The results are summarized in the following paragraphs:

County Line Road and Shady Hills Road/Mariner Boulevard

This is a signalized intersection. Signalized intersection analysis indicates that all the movements within the intersection should operate within the adopted delay and V/C criteria with the 2030 background traffic, and with the addition of the project traffic with the existing/budgeted geometry, as shown in Table 6.

County Line Road and Suncoast Parkway Southbound Ramps

This is a signalized intersection. Signalized intersection analysis indicates that all movements within the intersection should operate within the adopted V/C and delay criteria with the 2030 background traffic and with the addition of the project traffic, as shown in Table 6.

TABLE 6

ESTIMATED INTERSECTION ANALYSIS (SIGNALIZED)
EXISTING GEOMETRY
PM PEAK HOUR

		2030 Background Traffic						2030 Background Plus Project Traffic					
		Left		Through		Right		Left		Through		Right	
Intersection	Movement	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C
County Line Rd and	EB	69.7	0.90	36.9	0.59	4.2	0.13	69.7	0.90	37.3	0.61	4.2	0.13
Shady Hills Rd/	WB	70.2	0.81	49.6	0.82	15.3	0.39	74.6	0.85	51.2	0.85	16.2	0.42
Mariner Blvd	NB	57.3	0.65	65.6	0.91	13.2	0.30	57.3	0.65	65.6	0.91	14.0	0.32
	SB	70.8	0.88	48.3	0.62	15.5	0.37	74.1	0.90	48.3	0.62	15.5	0.37
County Line Rd and	EB	-	-	15.9	0.28	3.1	0.27	-	-	16.0	0.29	3.1	0.29
Suncoast Pkwy SB Ramp	WB	49.5	0.73	5.3	0.53	-	-	49.5	0.73	5.3	0.53	-	-
	SB	52.9	0.47	52.9	0.47	13.7	0.43	52.9	0.47	52.9	0.47	15.4	0.45
County Line Rd and	EB	66.4	0.42	8.8	0.41	-	-	67.2	0.46	8.8	0.42	-	-
Suncoast Pkwy	WB	-	-	26.2	0.58	0.2	0.09	-	-	26.8	0.59	0.2	0.09
NB Ramp	NB	65.8	0.96	65.8	0.96	12.6	0.41	71.3	0.98	71.3	0.98	13.1	0.42

(1) The geometry will change with the addition of the project traffic

County Line Road and Suncoast Parkway Northbound Ramps

This is a signalized intersection. Signalized intersection analysis indicates that all movements within the intersection should operate within the adopted V/C and delay criteria with the 2030 background traffic and with the addition of the project traffic, as shown in Table 6.

CONCLUSION

Based on the Timing and Phasing Analysis, all roadway segments within the study area should operate within the adopted V/C ratio criteria with the 2030 background traffic and with the addition of the project traffic, with the 2050 Cost Affordable Plan improvements and all intersections within the study area should operate within the adopted delay and V/C ratio criteria with the 2030 background traffic and the addition of the project traffic with the existing geometry.

APPENDIX

METHODOLOGY STATEMENT

TIMING AND PHASING METHODOLOGY
ACCESS MANAGEMENT METHODOLOGY

Meeting Date: 7/21/23
Draft Submitted: 7/21/23
Final Approved:

Project Name: Pasco Mine MPUD
Accela Number: T&P-2023-00069
SSRRA-2023-00164
Zoning Action: AC to MPUD

Timing and Phasing Analysis

1) Exemption status:
   a. The property is currently zoned AC.
   b. The Developer proposes to rezone the property to MPUD.
   c. The applicant has elected not to have the County complete this analysis. As a result, all hearing dates have been waived.

Site Parameters:

a. *Description of Land Uses* –
   1. Developer proposes to rezone the property to MPUD to allow the following entitlements:

Status	Land Use	Size
Non-Exempt	Retail	30,000 SF
Exempt	Light Industrial	150,000 SF
Exempt	Concrete Batch Plant	

b. *Site Location* – South of County Line Road and west of the Suncoast Parkway.

c. *Buildout Schedule and Phasing* – The buildout year for the project is to be 2030.

d. Interim Uses Generating Traffic – N/A

2) Study Area:
The study area will include the following roadway segment and intersections:
   a. Roadway Segment
      - County Line Road from Shady Hills Road to the Suncoast Parkway.

b. Intersections
   - County Line Road and Shady Hills Road
   - County Line Road and Suncoast Parkway

3) Traffic Counts:
   a. Traffic counts shall be conducted within one (1) year from the date of the methodology meeting and shall occur during the PM peak hour (4:00 PM to 6:00 PM) along the roadways within the study network and for the following intersections:
      - County Line Road and Shady Hills Road
      - County Line Road and Suncoast Parkway

4) Trip Generation:
   a. The trip generation will be based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, 2021.
   b. The trip generation for the Concrete Batch Plant will be based on the estimation of trucks to be provided by the operator.

5) Passerby Capture:
   a. Passerby capture will be based on the methodology outlined in the ITE Trip Generation Manual, 11th Edition.

6) Background Growth Procedure:
   a. The background traffic to be utilized in the analysis will be calculated as follows:
      i. PM peak hour turning movement counts will be conducted at the intersections within the study network.
      ii. The existing counts will be adjusted to peak season based on the FDOT Seasonal Adjustment Factors.
      iii. The peak season volumes will be adjusted to the build out year based on a 2% per year growth rate, which includes exempt trips.

7) Distribution and Assignment:
   a. The distribution of the project traffic will be based on the percentage shown in Figure 1.

8) Analysis:
   a. FDOT Generalized Capacities, Artplan and/or SYNCHRO will be used to complete the Timing & Phasing portion of the analysis.

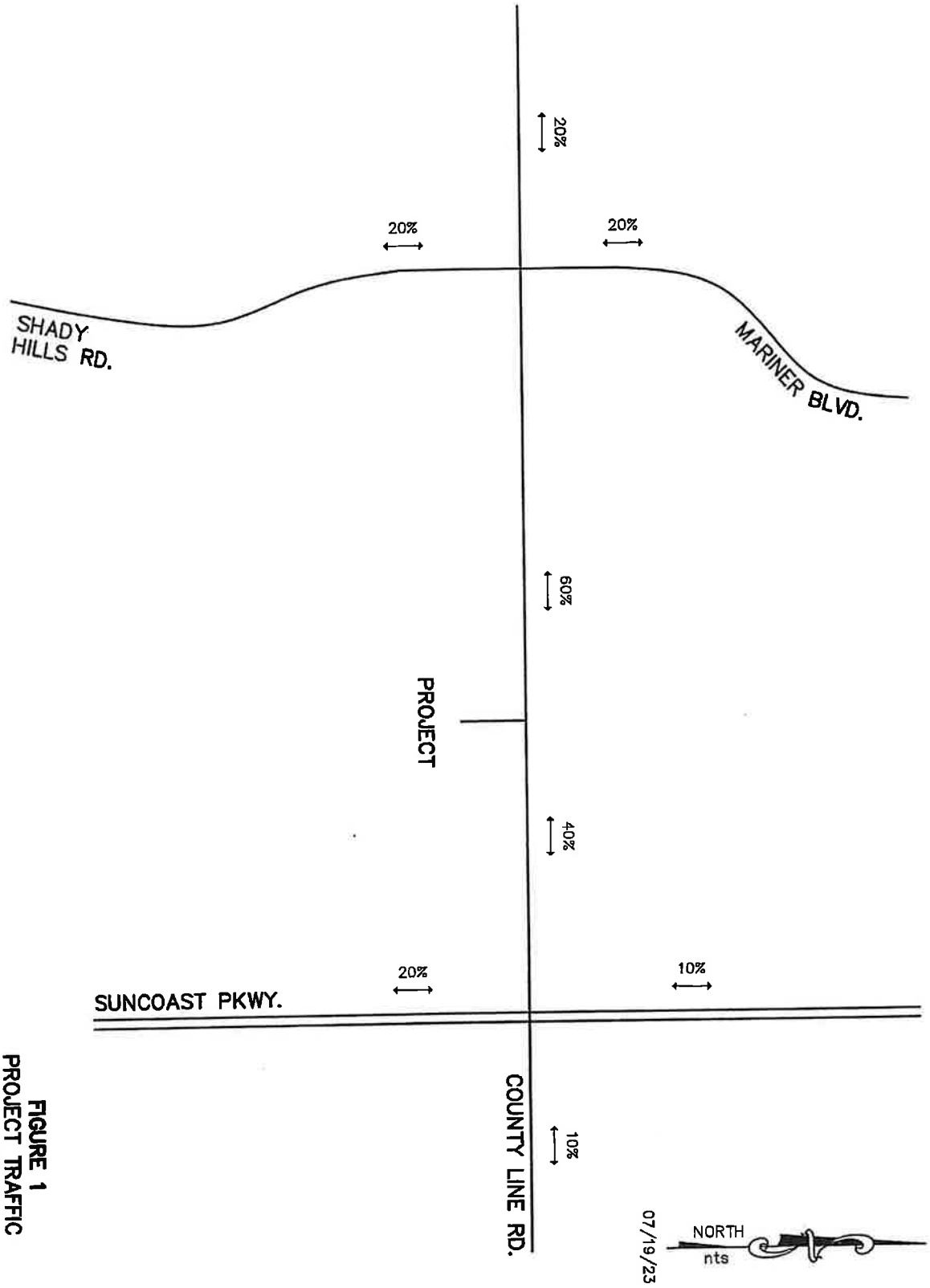


FIGURE 1
PROJECT TRAFFIC DISTRIBUTION

b. Existing G/C ratios will be based on the Pasco County/DOT timing sheets.
c. The improvements required to meet the adopted level of service identified in the comprehensive plan for the purpose of CIP development for each roadway within the study network will be identified for informational purposes only.

Access Management Analysis:

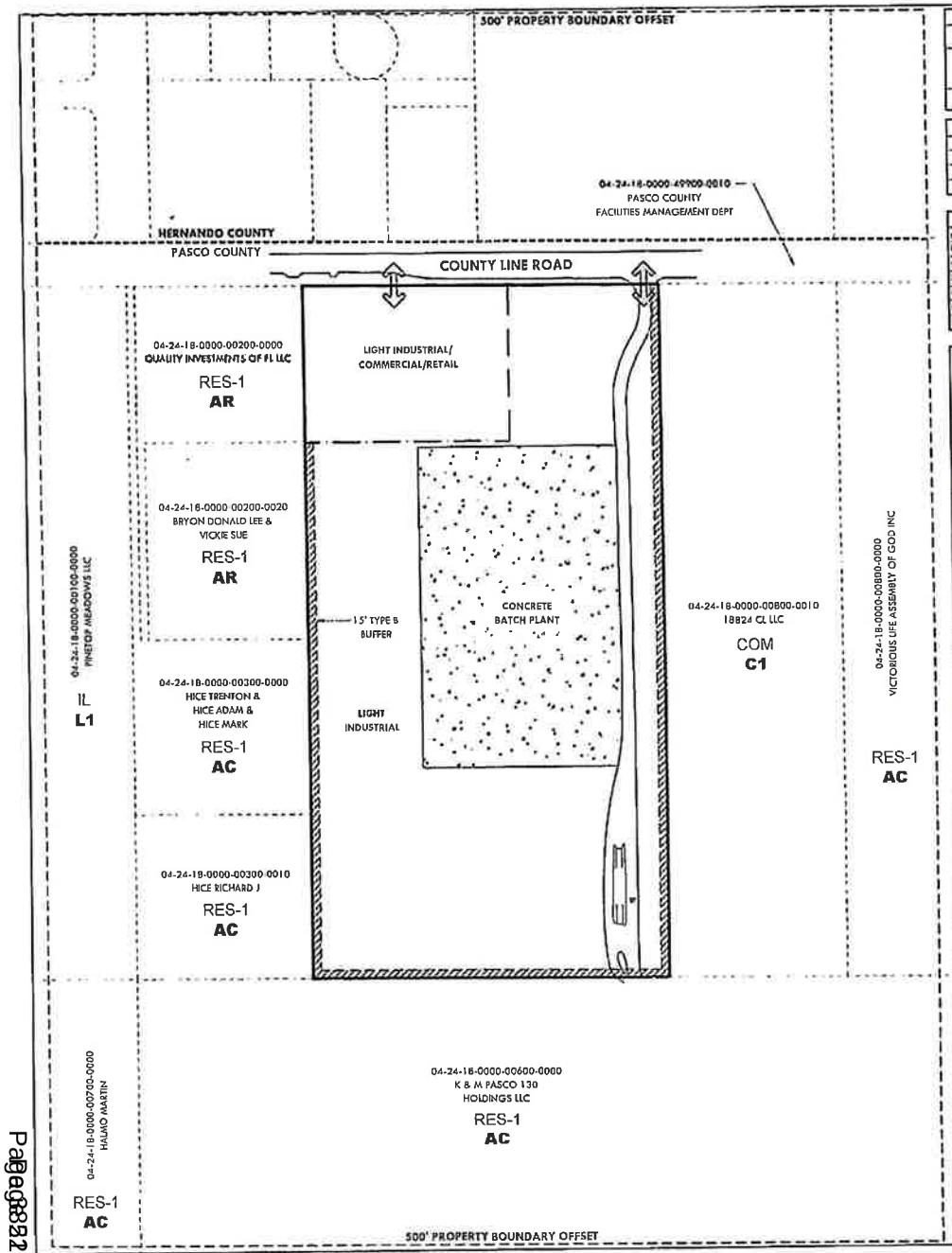
An Access Management Analysis will be conducted for the intersection of County Line Road and project access.

The analysis will be based on the parameters outlined in the Timing & Phasing Analysis, except for the following:

a. The analysis shall include exempt and non-exempt project traffic for both the AM and PM peak hour.
b. The signalized project accesses will be evaluated utilizing SYNCHRO model/software.
c. The unsignalized project accesses will be evaluated using the HCS and/or SYNCHRO model/software.
d. The required length of the turn lanes at the project accesses will be determined.

The current version of Transportation Analysis Guidelines will be used for parameters not specifically mentioned here.

SITE PLAN



NON-RESIDENTIAL LOT STANDARDS

Product Type	Minimum Lot Dimensions		Minimum Setbacks							Maximum	
	Lot Width	Lot Depth	Side (Structure to Structure)	Side (Structure to Parking)	Side (Structure to Public R/W)	Front (Structure to Parking)	Front (Structure to Public R/W)	Rear (Structure to Parking)	Rear (Structure to Public R/W)	Lot Coverage	Building Height
Non-Residential	0'	0'	5'	5'	0'	5'	10'	5'	0'	100%	65'

LAND USE DATA TABLE	
LAND USE	MAXIMUM
Commercial/Retail	30,000 Sq. Ft.
Light Industrial	150,000 Sq. Ft.
Concrete Batch Plant	5 acres

PROJECT DATA TABLE	
Gross Acres	19.40 acres
Upland Acres	19.40 acres
Wetlands	0.0 acres
Existing Zoning	C1, AC
Proposed Zoning	MPUD
Existing FLU	COM, RES-1
Proposed FLU	PD

NOTES

1. ACCESS POINTS SHOWN ON PLAN ARE CONCEPTUAL. FINAL LOCATIONS SHALL BE DETERMINED AT TIME OF PDP/CP WITHOUT REQUIRING AN MPUD MODIFICATION.
2. PERMITTED USES SHALL BE THOSE ALLOWED UNDER THE C-3 AND I-2 ZONING DISTRICTS.
3. OFFICE IS A PERMITTED USE WITHIN THE COMMERCIAL/LIGHT INDUSTRIAL LAND USE CATEGORY.
4. LOCATION OF LAND USES ARE CONCEPTUAL AND SHALL BE DETERMINED AT TIME OF PDP/CP.
5. THE SITE LIES WITHIN PASCO COUNTY UTILITIES (WATER/WASTEWATER) AND TAMPA ELECTRIC COMPANY ELECTRIC SERVICE AREA. FIRE & RESCUE/EMS IS PROVIDED BY PASCO COUNTY. GAS/TELEPHONE IS PROVIDED BY PRIVATE PROVIDERS.
6. PROPOSED SITE DATA TABLE ARE ESTIMATES BASED ON CONCEPT PLAN AND SUBJECT TO CHANGE WITH FINAL ENGINEERING.
7. PENDING DEVELOPMENT, INTERIM SILVICULTURAL AND/OR AGRICULTURAL ACTIVITIES SHALL BE PERMITTED UNTIL COMMENCEMENT FOR THAT PORTION OF THE PROPOSED DEVELOPMENT.
8. THE PROPERTY IS WITHIN THE NORTH MARKET AREA. IT IS WITHIN FEMA ZONE X AND WITHIN THE PITHLACHASCOTEE WATERSHED, AND THE HERNANDO SANDHILLS ECOLOGICAL PLANNING UNIT. THE PROPERTY IS NOT WITHIN THE URBAN CONCENTRATION AREA, TRANSIT CENTER OVERLAY, SIGNIFICANT HABITAT AREA, WELLHEAD PROTECTION AREA OR OBSERVED FLOODING AREA.



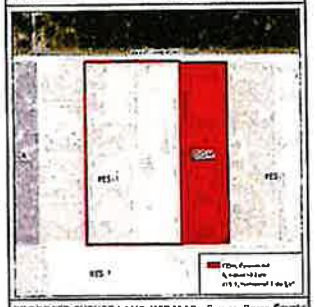
MAJOR PROJECTS & EXISTING / PROPOSED VISION ROADS



SOILS MAP Source: NRCS / Pasco County



PROPOSED ZONING MAP Source: Pasco County



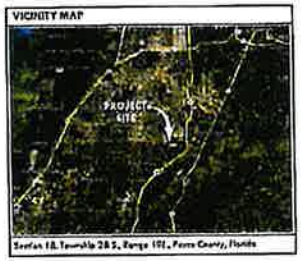
PROPOSED FUTURE LAND USE MAP Source: Pasco County



PARCEL ID MAP Source: Pasco County POA

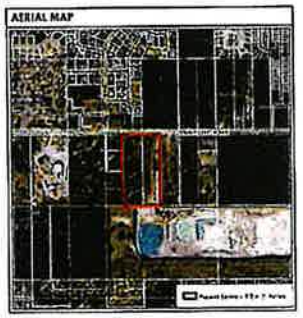


5' FT CONTOUR MAP Source: Pasco Lidar

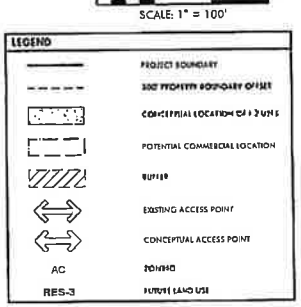


VICINITY MAP

Section 18, Township 26 S., Range 19E., Pasco County, Florida



AERIAL MAP



SCALE: 1" = 100'

LEGEND

	PROJECT BOUNDARY
	500' PROPERTY BOUNDARY OFFSET
	CONCEPTUAL LOCATION OF LAND USES
	POTENTIAL COMMERCIAL LOCATION
	BUFFER
	EXISTING ACCESS POINT
	CONCEPTUAL ACCESS POINT
AC	ZONING
RES-3	FUTURE LAND USE

MASTER DEVELOPMENT PLAN
PASCO MINE MPUD

Pasco County, Florida
Rezoning Petition No: XX-XXXX

REVISIONS	
DESCRIPTION	DATE

PREPARED FOR

APG

3801 AVALON PARK EAST BLVD, SUITE 400
ORLANDO, FL 32828

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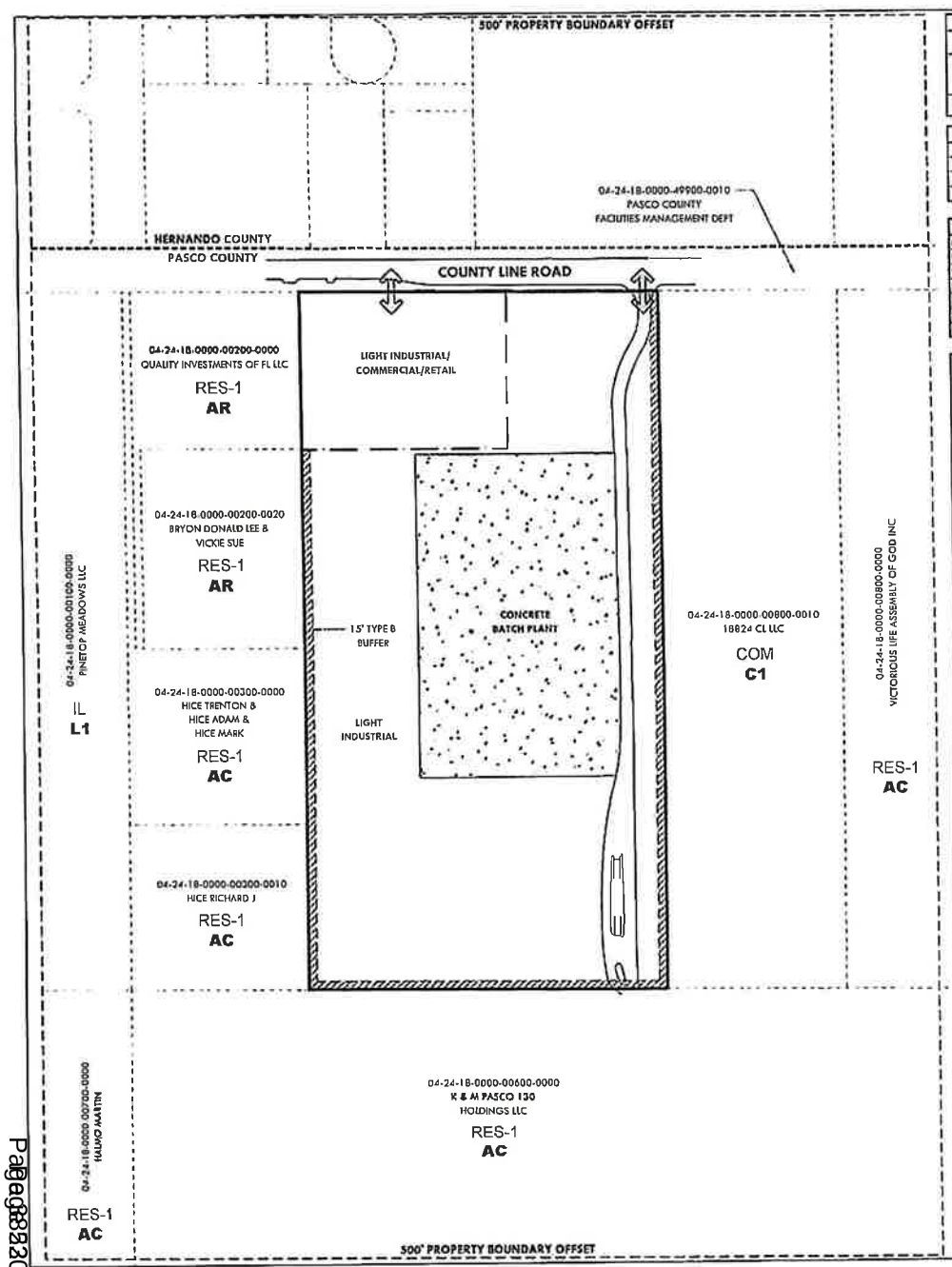

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Non-Residential	0'	0	5'	5'	0'	5'	10'	5'	0'	100%	65'

LAND USE DATA TABLE

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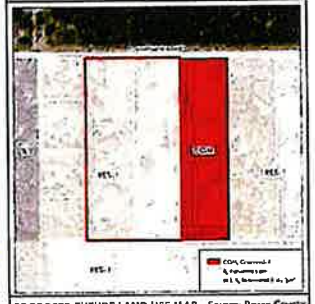
MAJOR PROJECTS & EXISTING / PROPOSED VISION ROADS



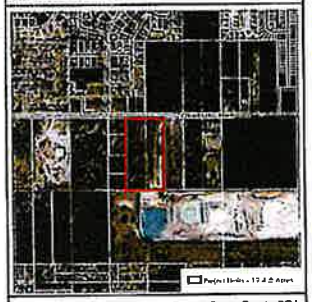
SOILS MAP Source: NRCS / Pasco County



PROPOSED ZONING MAP Source: Pasco County



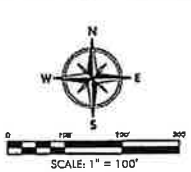
PROPOSED FUTURE LAND USE MAP Source: Pasco County



PARCEL ID MAP Source: Pasco County POA



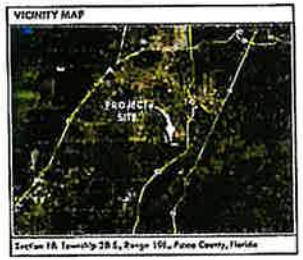
5' FT CONTOUR MAP Source: Pasco Lidar



SCALE: 1" = 100'

LEGEND

- PROJECT BOUNDARY
- 500' PROPERTY BOUNDARY OFFSET
- CONCEPTUAL LOCATION OF I-2 USES
- POTENTIAL COMMERCIAL LOCATION
- BUFFER
- EXISTING ACCESS POINT
- CONCEPTUAL ACCESS POINT
- AC — ZONING
- RES-3 — FUTURE LAND USE



Section 18, Township 26 S., Range 19E., Pasco County, Florida



MASTER DEVELOPMENT PLAN
PASCO MINE MPUD

Pasco County, Florida
Rezoning Petition No: XX-XXXX

PREPARED FOR

APG

3301 AVALON PARK EAST BLVD.
SUITE 400
ORLANDO, FL 32828

Page 88 220065853

ITE – TRIP GENERATION MANUAL, 11TH EDITION

PERIOD SETTING

Analysis Name :	Weekday		
Project Name :	COUNTY LINE MINE	**No :**	
Date:	8/23/2023	**City:**	
State/Province:		**Zip/Postal Code:**	
Country:		**Client Name:**	
Analyst's Name:	KE	**Edition:**	Trip Generation Manual, 11th Ed

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
822 - Strip Retail Plaza (<40k) (General Urban/Suburban)	1000 Sq. Ft. GLA	30	Weekday	Average 54.45	817(0) 50%	817(0) 50%	1634(0)
110 - General Light Industrial (General Urban/Suburban)	1000 Sq. Ft. GFA	150	Weekday	Best Fit (LIN) T = 3.76 (X)+50.47	307 50%	307 50%	614

(0) indicates small sample size, use carefully.

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
822 - Strip Retail Plaza (<40k)	0 %	817	0 %	817
110 - General Light Industrial	0 %	307	0 %	307

INTERNAL TRIPS

822 - Strip Retail Plaza (<40k)

Exit 817 Demand Exit: 0 % (0) Balanced: 0

Entry 817 Demand Entry: 0 % (0) Balanced: 0

110 - General Light Industrial

Demand Entry: 0 % (0) **Entry** 307

Demand Exit: 0 % (0) **Exit** 307

822 - Strip Retail Plaza (<40k)

	Total Trips	Internal Trips		External Trips
		110 - General Light Industrial	Total	
Entry	817 (100%)	0 (0%)	0 (0%)	817 (100%)
Exit	817 (100%)	0 (0%)	0 (0%)	817 (100%)
Total	1634 (100%)	0 (0%)	0 (0%)	1634 (100%)

110 - General Light Industrial

Total Trips	Internal Trips	External Trips

		822 - Strip Retail Plaza (<40k)	Total	
Entry	307 (100%)	0 (0%)	0 (0%)	307 (100%)
Exit	307 (100%)	0 (0%)	0 (0%)	307 (100%)
Total	614 (100%)	0 (0%)	0 (0%)	614 (100%)

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
822 - Strip Retail Plaza (<40k)	1634	0	0	1634
110 - General Light Industrial	614	0	0	614

ITE DEVIATION DETAILS

Weekday

Landuse — No deviations from ITE.

Methods — No deviations from ITE.

External Trips — 822 - Strip Retail Plaza (<40k) (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

110 - General Light Industrial (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

SUMMARY

Total Entering	1124
Total Exiting	1124
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	1124
Total Exiting Non-Pass-by Trips	1124

PERIOD SETTING

Analysis Name :	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.		
Project Name :	COUNTY LINE MINE	**No :**	
Date:	8/23/2023	**City:**	
State/Province:		**Zip/Postal Code:**	
Country:		**Client Name:**	
Analyst's Name:	KE	**Edition:**	Trip Generation Manual, 11th Ed

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
822 - Strip Retail Plaza (<40k) (General Urban/Suburban)	1000 Sq. Ft. GLA	30	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average 2.36	43(0) 61%	28(0) 39%	71(0)
110 - General Light Industrial (General Urban/Suburban)	1000 Sq. Ft. GFA	150	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Best Fit (LIN) T = 0.68 (X)+3.81	93 88%	13 12%	106

(0) indicates small sample size, use carefully.

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
822 - Strip Retail Plaza (<40k)	0 %	43	0 %	28
110 - General Light Industrial	0 %	93	0 %	13

INTERNAL TRIPS

822 - Strip Retail Plaza (<40k)

Exit 28 Demand Exit: 0 % (0) Balanced: 0

Entry 43 Demand Entry: 0 % (0) Balanced: 0

110 - General Light Industrial

Demand Entry: 0 % (0) **Entry** 93

Demand Exit: 0 % (0) **Exit** 13

822 - Strip Retail Plaza (<40k)

	Total Trips	Internal Trips		External Trips
		110 - General Light Industrial	Total	
Entry	43 (100%)	0 (0%)	0 (0%)	43 (100%)

Exit	28 (100%)	0 (0%)	0 (0%)	28 (100%)
Total	71 (100%)	0 (0%)	0 (0%)	71 (100%)

110 - General Light Industrial

	Total Trips	Internal Trips		External Trips
		822 - Strip Retail Plaza (<40k)	Total	
Entry	93 (100%)	0 (0%)	0 (0%)	93 (100%)
Exit	13 (100%)	0 (0%)	0 (0%)	13 (100%)
Total	106 (100%)	0 (0%)	0 (0%)	106 (100%)

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
822 - Strip Retail Plaza (<40k)	71	0	0	71
110 - General Light Industrial	106	0	0	106

ITE DEVIATION DETAILS

Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.

Landuse — No deviations from ITE.

Methods — No deviations from ITE.

External Trips — 822 - Strip Retail Plaza (<40k) (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

110 - General Light Industrial (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

SUMMARY

Total Entering	136
Total Exiting	41
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0

Total Entering Non-Pass-by Trips	136
Total Exiting Non-Pass-by Trips	41

PERIOD SETTING

Analysis Name :	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.		
Project Name :	COUNTY LINE MINE	**No :**	
Date:	8/23/2023	**City:**	
State/Province:		**Zip/Postal Code:**	
Country:		**Client Name:**	
Analyst's Name:	KE	**Edition:**	Trip Generation Manual, 11th Ed

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
822 - Strip Retail Plaza (<40k) (General Urban/Suburban)	1000 Sq. Ft. GLA	30	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LOG) Ln(T) = 0.71Ln(X) +2.72	85 50%	85 50%	170
110 - General Light Industrial (General Urban/Suburban)	1000 Sq. Ft. GFA	150	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LOG) Ln(T) = 0.72Ln(X) +0.38	8 15%	46 85%	54

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
822 - Strip Retail Plaza (<40k)	0 %	85	0 %	85
110 - General Light Industrial	0 %	8	0 %	46

INTERNAL TRIPS

822 - Strip Retail Plaza (<40k)

Exit 85 Demand Exit: 0 % (0) Balanced: 0

Entry 85 Demand Entry: 0 % (0) Balanced: 0

110 - General Light Industrial

Demand Entry: 0 % (0) **Entry** 8

Demand Exit: 0 % (0) **Exit** 46

822 - Strip Retail Plaza (<40k)

	Total Trips	Internal Trips		External Trips
		110 - General Light Industrial	Total	
Entry	85 (100%)	0 (0%)	0 (0%)	85 (100%)
Exit	85 (100%)	0 (0%)	0 (0%)	85 (100%)

Total	170 (100%)	0 (0%)	0 (0%)	170 (100%)

110 - General Light Industrial

	Total Trips	Internal Trips		External Trips
		822 - Strip Retail Plaza (<40k)	Total	
Entry	8 (100%)	0 (0%)	0 (0%)	8 (100%)
Exit	46 (100%)	0 (0%)	0 (0%)	46 (100%)
Total	54 (100%)	0 (0%)	0 (0%)	54 (100%)

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
822 - Strip Retail Plaza (<40k)	170	0	0	170
110 - General Light Industrial	54	0	0	54

ITE DEVIATION DETAILS

Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.

Landuse — No deviations from ITE.

Methods — No deviations from ITE.

External Trips — 822 - Strip Retail Plaza (<40k) (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

110 - General Light Industrial (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

SUMMARY

Total Entering	93
Total Exiting	131
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	93

Total Exiting Non-Pass-by Trips 131

BATCH PLANT TRIP GENERATION DATA

Steven Henry

From: Eric Wills <ewills@avalonparkgroup.com>
Sent: Tuesday, June 13, 2023 2:55 PM
To: Steven Henry
Subject: FW: Pasco Mine Concrete Batch Plant Trips

Steve, following up on my email below. Does this give you what you need to get going? Ready to roll.

Eric

APG
AVALON
PARK GROUP

Eric Wills
Director of Land Development at Avalon Park Group
A 3801 Avalon Park Blvd. East, Ste. 400
Orlando, FL 32828
P 407.658.6565 Ext. 508 **M** 407-948-5622
E EWills@AvalonParkGroup.com
W https://www.avalonparkgroup.com/

From: Eric Wills
Sent: Thursday, June 8, 2023 2:17 PM
To: Steven Henry <shenry@lincks.com>
Cc: Sales Pasco Mine <sales@pascomine.com>
Subject: Pasco Mine Concrete Batch Plant Trips

Good morning Steve, I went over the projected new trips for the concrete batch plant with the gentleman who handles sales at the mine and who also ran a concrete batch plant at one time.

Basically 12 trucks are running three rounds between 7:00 a.m. and 1:00 p.m. Things taper off in the afternoon with only about three trucks going out for odds-and-ends in the afternoon. Below is a projected distribution of trips for a typical day.

Employees arrive : 6:30 to 7:30= 11. Employees arrive 7:30 to 8:30 = 5
Employees depart: 4:30 to 5:30 = 11. Employees depart 5:30 to 6;30= 5

Concrete trucks departing and arriving:
7 to 8 am = 6 leaving
8 to 9 am = 6 leaving
9 to 10 am = 6 arriving and 6 leaving
10 to 11 am = 6 arriving and 6 leaving
11 to 12 pm = 6 leaving and 6 leaving

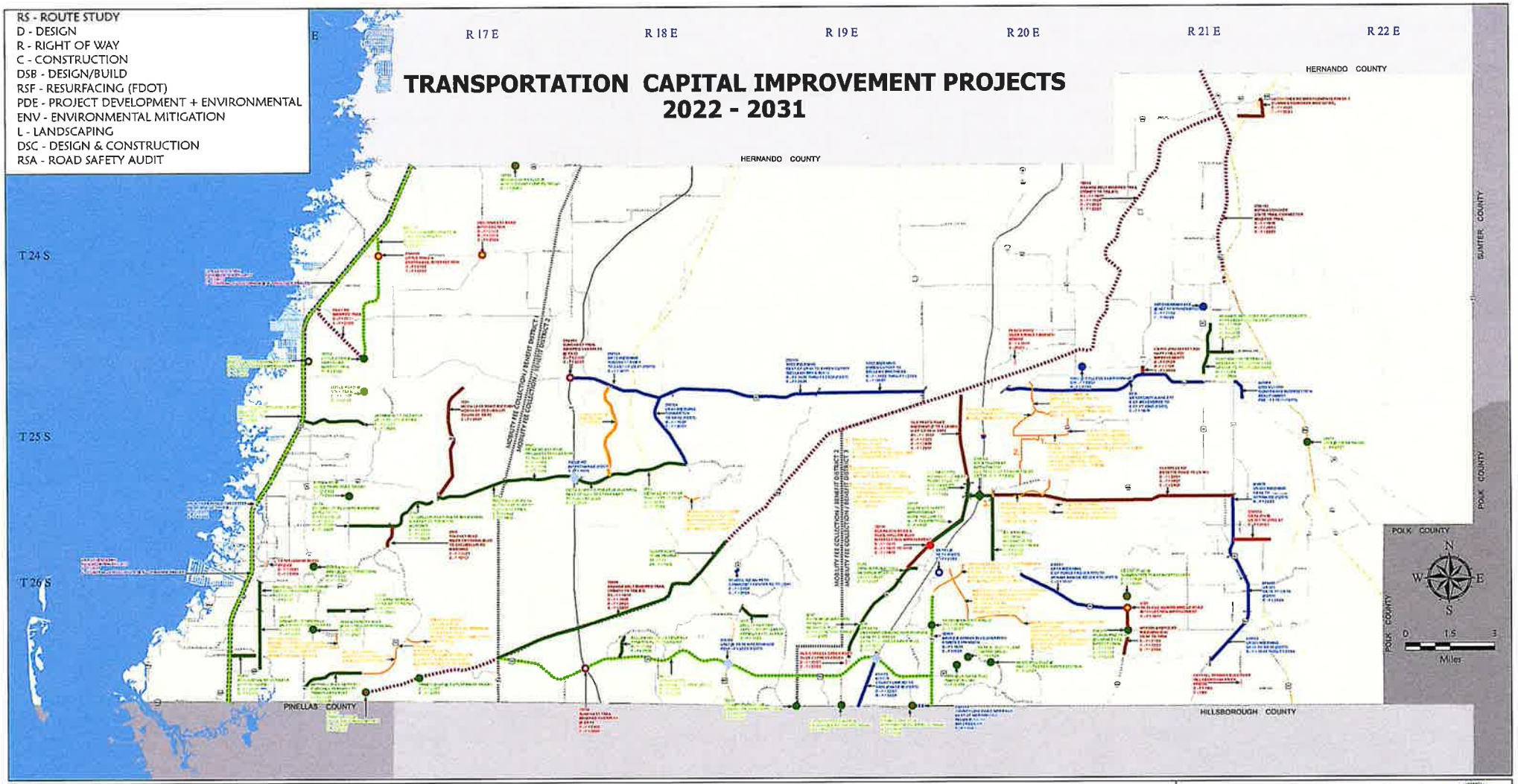
12 to 1 pm = 6 leaving and 6 leaving
1 to 2 pm = 6 arriving and 3 leaving
2 to 3 pm = 6 arriving and 0 leaving
3 to 4 pm = 1 arriving
4 to 5 pm = 2 arriving
Total concrete truck trips in and out = 78

Let me know if something doesn't seem right or any issues with the projected distribution.

Eric

Eric Wills
Director of Land Development at Avalon Park Group
A 3801 Avalon Park Blvd. East, Ste. 400
Orlando, FL 32828
P 407.658.6565 Ext. 508 **M** 407-948-5622
E EWills@AvalonParkGroup.com
W https://www.avalonparkgroup.com/

PASCO COUNTY CIP



LIGHTING
ATMS/ITS
COUNTY PROJECTS (2022-2026)
LANDSCAPING
FDOT FUNDED SIDEWALK PROJECT
FDOT PROJECTS
(Construction Outside 5 Year CIP - Dates Tentative)
tiflines

FDOT RESURFACING PROJECTS
COUNTY PROJECTS (2027-2031)
PENNY FOR PASCO BIKE/PED TRAILS
PENNY FOR PASCO PROJECTS
TRANSPORTATION IMPROVEMENTS (STATE FUNDED)
DEVELOPER PROJECTS
COUNTY BRIDGE
FDOT BRIDGE

BIKE/PED OVERPASS
FDOT FUNDED INTERCHANGE
COUNTY INTERSECTION IMPROVEMENTS (2022 -2026)
PENNY FOR PASCO INTERSECTION IMPROVEMENTS
SIGNALIZATION PROJECTS
INTERCHANGE
COUNTY ROUNDABOUT
FDOT ROUNDABOUT

Document Path: S:\GIS\NATE GIS\CIP\CIP 2022\CIP 2022 thru 2031 03042022 FINAL Developer.mxd

Pasco County, Florida
Geographic Information Systems
(G.I.S.)
Engineering Services

Title: Pasco County Transportation Capital Improvement Projects 2022 - 2031

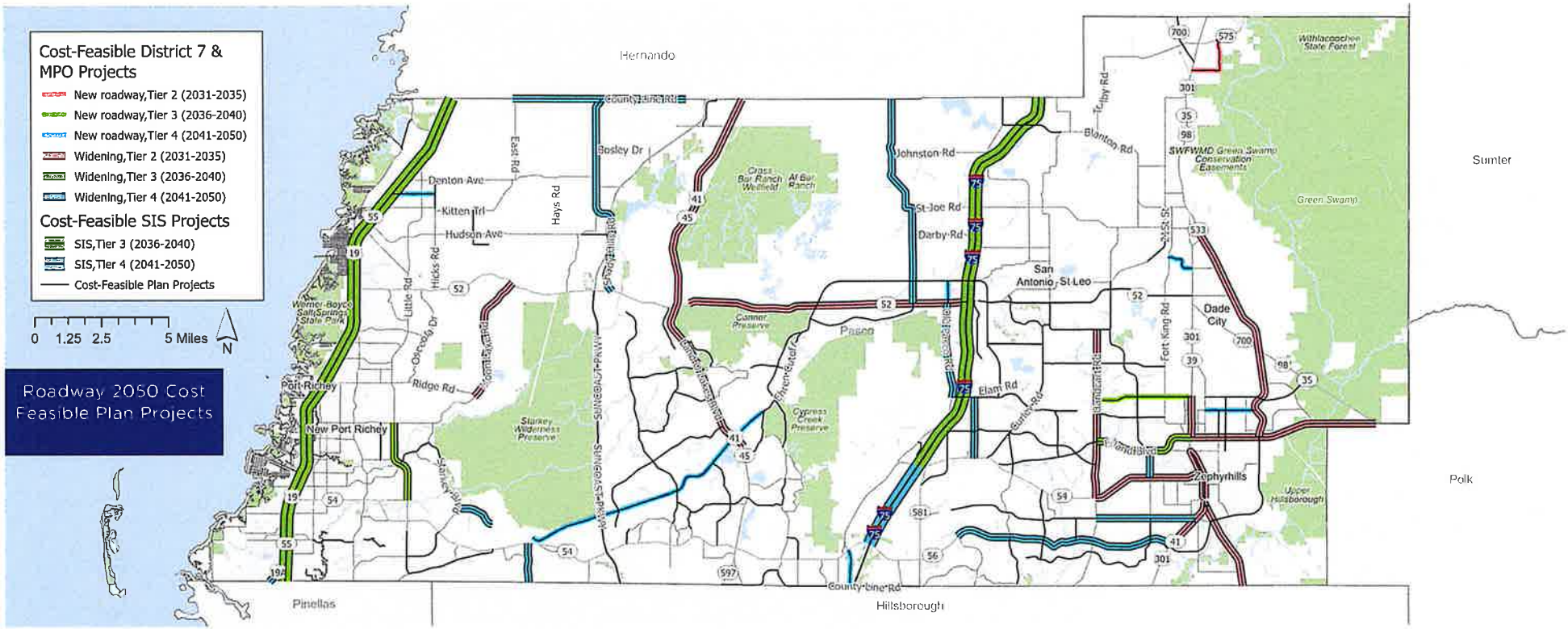
Created Date:	1/4/2022
Created By:	NDeliman
Updated:	
Checked By	DB

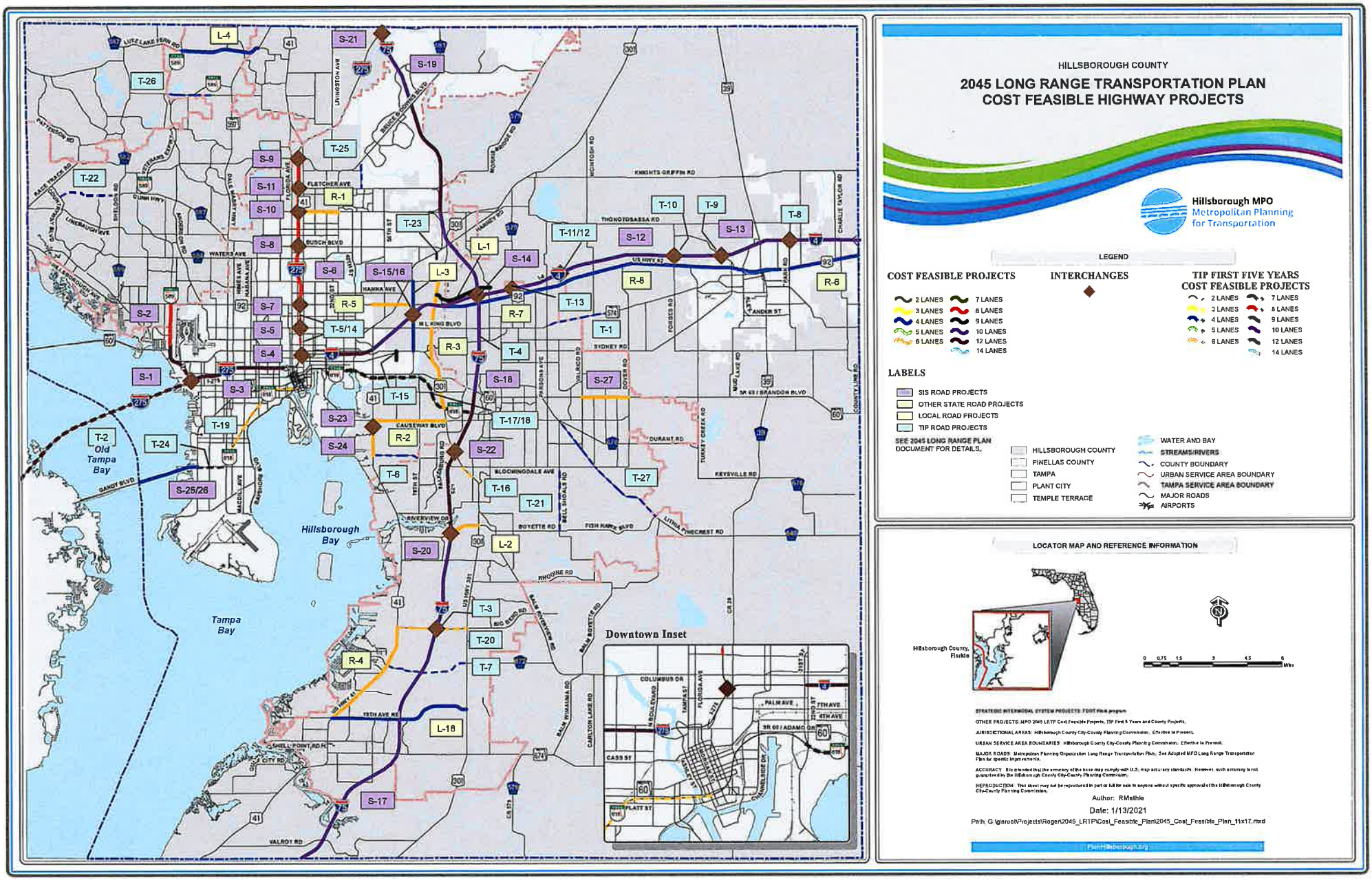
This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the minimum technical standards under the Florida Administrative Code 61G17-6. The Pasco County Board of County Commissioners does not accept any responsibility for errors or omissions of any kind contained in the data herein. All products and derivations from the data contained herein must retain this disclaimer.

PASCO COUNTY COST AFFORDABLE PLAN

COST FEASIBLE PLAN RESULTS

The cost feasible plan represents the culmination of combining the available revenues with the prioritized roadway capital projects. Each of these prioritized projects and its associated cost will be compared against the eligible revenue categories to determine whether it can be accommodated within the cost feasible plan. Projects that are not able to be fully funded within the cost feasible plan will be included in the illustrative project list.

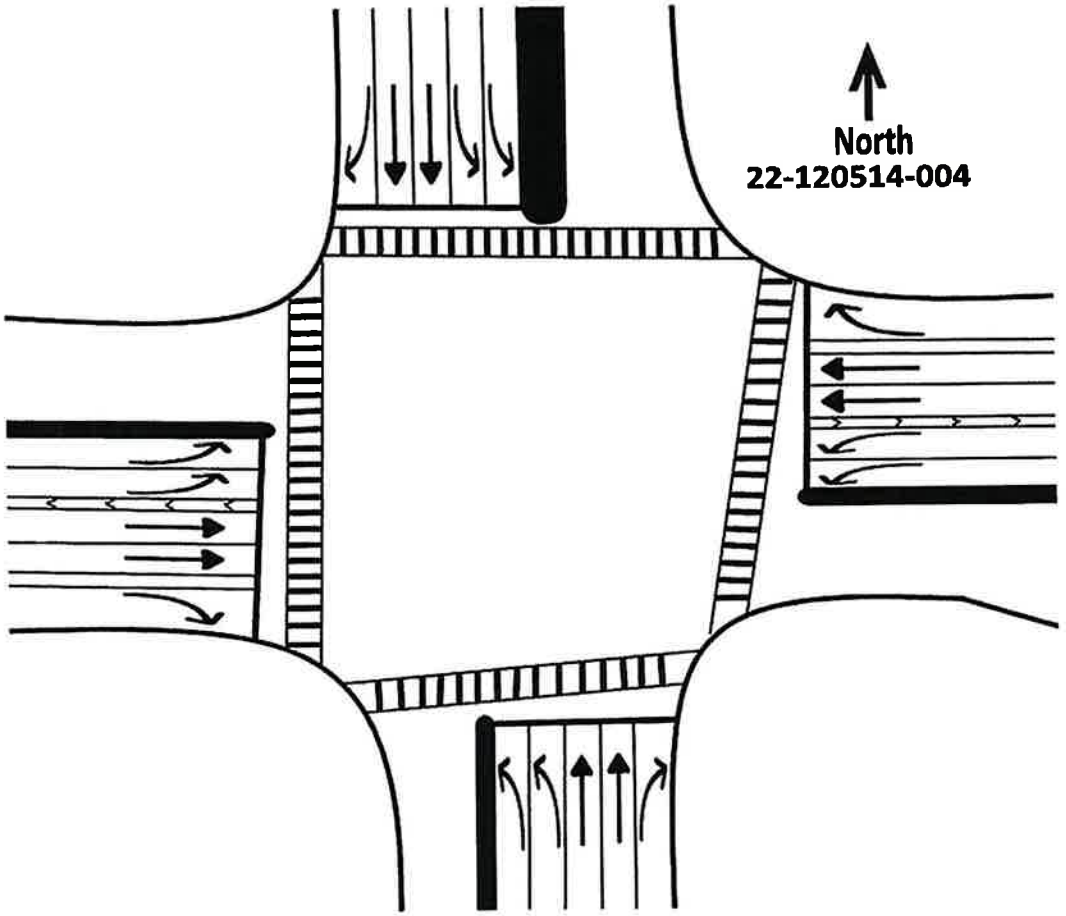



HILLSBOROUGH COUNTY
2045 LONG RANGE TRANSPORTATION PLAN
COST FEASIBLE HIGHWAY PROJECTS
Hillsborough MPO
Metropolitan Planning for Transportation
LEGEND
COST FEASIBLE PROJECTS
2 LANES
3 LANES
4 LANES
5 LANES
6 LANES
7 LANES
8 LANES
9 LANES
10 LANES
12 LANES
14 LANES
INTERCHANGES
TIP FIRST FIVE YEARS COST FEASIBLE PROJECTS
LABELS
SIS ROAD PROJECTS
OTHER STATE ROAD PROJECTS
LOCAL ROAD PROJECTS
TIP ROAD PROJECTS
SEE 2045 LONG RANGE PLAN DOCUMENT FOR DETAILS.
HILLSBOROUGH COUNTY
PINELLAS COUNTY
TAMPA
PLANT CITY
TEMPLE TERRACE
WATER AND BAY
STREAMS/RIVERS
COUNTY BOUNDARY
URBAN SERVICE AREA BOUNDARY
TAMPA SERVICE AREA BOUNDARY
MAJOR ROADS
AIRPORTS
LOCATOR MAP AND REFERENCE INFORMATION
Hillsborough County, Florida
Author: RMathie
Date: 1/13/2021
Path: G:\gisroot\Projects\Roger\2045_LRTP\Cost_Feasible_Plan\2045_Cost_Feasible_Plan_11x17.mxd
Downtown Inset
Hillsborough Bay
Tampa Bay
Old Tampa Bay
L-4
S-21
S-19
T-26
T-25
T-22
S-9
S-11
S-10
R-1
T-23
S-8
S-6
S-15/16
L-3
L-1
S-14
T-11/12
S-12
T-10
T-9
S-13
T-8
R-8
R-6
S-2
S-7
R-5
T-5/14
R-7
T-13
T-1
S-5
S-4
R-3
T-4
S-1
S-3
S-18
S-27
T-15
T-19
S-23
T-17/18
T-2
T-24
R-2
S-24
S-22
T-6
T-27
S-25/26
T-16
T-21
S-20
L-2
T-3
T-20
R-4
T-7
L-18
S-17

TURNING MOVEMENT COUNTS

National Data & Surveying Services

N↑ | N/S Street: **Shady Hills Rd/Mariner Blvd** | Speed: **45 MPH**



E/W Street: **County Line Rd/CR 578** | Speed: **50 MPH**

Site Code: **22-120514-004**

Date: **12/01/2022**

Weather: **Sunny**

City: **Spring Hill**

County: **Hernando**

Count Times: **07:00 - 09:00**

16:00 - 18:00

Control: **Signalized**

SIGNAL TIMING

PHASES	1	2	3
SL/ST/WR	00:26	00:28	00:27
NT/ST	00:14	00:13	00:13
NL/NT/ER	00:22	00:21	00:23
WL/WT/NR	00:24	00:24	00:22
ET/WT	00:14	00:14	00:17
EL/ET/SR	00:30	00:30	00:28

Prepared by National Data & Surveying Services

Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578

Peak Hour Turning Movement Count

ID: 22-120514-004
City: Spring Hill

Day: Thursday
Date: 12/1/2022

PEAK HOURS

AM	07:15 AM - 08:15 AM
NOON	NONE
PM	04:45 PM - 05:45 PM

COUNT PERIODS

AM	7:00 AM - 09:00 AM
NOON	NONE
PM	4:00 PM - 06:00 PM

Shady Hills Rd/Mariner Blvd

SOUTHBOUND

AM	259	343	272	3	651	AM
NOON	0	0	0	0	0	NOON
PM	213	348	329	5	1125	PM

0 0 0 0

EASTBOUND (County Line Rd/CR 578)

AM	NOON	PM	
882	0	1043	⇦
3	0	7	0 ↰
194	0	380	0 ↑
525	0	505	0 →
89	0	89	0 ↱
AM	NOON	PM	

CONTROL

Signalized

TEV	3055 AM	0 NOON	3822 PM
PHF	0.96		0.97

WESTBOUND (County Line Rd/CR 578)

PM	NOON	AM	
245	0	163	0 ↰
611	0	487	0 ←
206	0	151	0 ↰
18	0	11	0 ↰
1004	0	936	⇨
PM	NOON	AM	

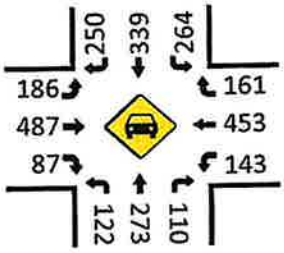
0 0 0 0

NORTHBOUND

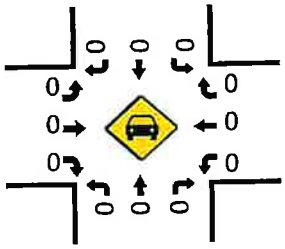
PM	650	7	212	495	152	PM
NOON	0	0	0	0	0	NOON
AM	586	3	133	291	128	AM

Shady Hills Rd/Mariner Blvd

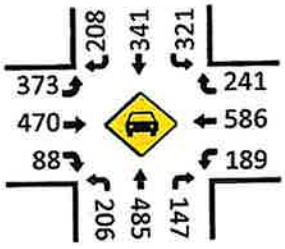
Cars (AM)



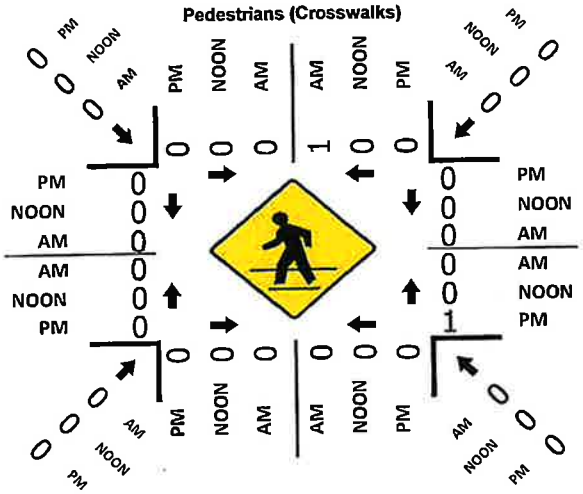
Cars (NOON)



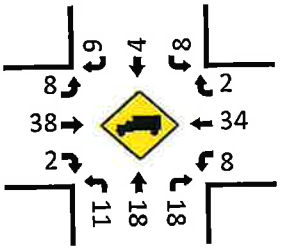
Cars (PM)



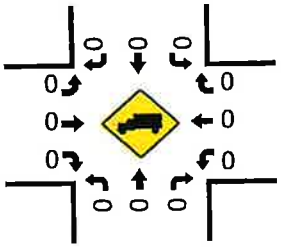
Pedestrians (Crosswalks)



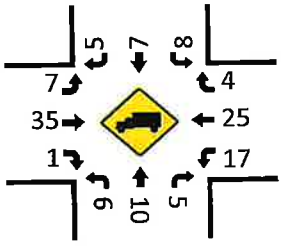
HT (AM)



HT (NOON)



HT (PM)



National Data & Surveying Services Intersection Turning Movement Count

Location: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
City: Spring Hill
Control: Signalized

Project ID: 22-120514-004
Date: 12/1/2022

Data - Total

NS/EW Streets:	Shady Hills Rd/Mariner Blvd				Shady Hills Rd/Mariner Blvd				County Line Rd/CR 578				County Line Rd/CR 578				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	28	45	32	0	72	89	57	1	30	102	22	0	41	64	34	1	618
7:15 AM	23	63	26	1	76	96	62	0	35	140	22	0	37	115	32	3	731
7:30 AM	38	87	46	0	60	99	70	0	55	126	21	0	44	113	36	2	797
7:45 AM	34	64	22	2	65	74	57	1	52	138	32	0	40	146	48	1	776
8:00 AM	38	77	34	0	71	74	70	2	52	121	14	3	30	113	47	5	751
8:15 AM	30	66	27	0	78	60	65	0	57	123	24	0	33	106	57	1	727
8:30 AM	32	70	22	2	60	72	62	1	63	94	18	0	25	133	53	4	711
8:45 AM	39	62	20	1	62	55	68	0	59	123	35	1	36	120	33	5	719
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	262	534	229	6	544	619	511	5	403	967	188	4	286	910	340	22	5830
APPROACH %'s :	25.41%	51.79%	22.21%	0.58%	32.40%	36.87%	30.43%	0.30%	25.80%	61.91%	12.04%	0.26%	18.36%	58.41%	21.82%	1.41%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	133	291	128	3	272	343	259	3	194	525	89	3	151	487	163	11	3055
PEAK HR FACTOR :	0.875	0.836	0.696	0.375	0.895	0.866	0.925	0.375	0.882	0.938	0.695	0.250	0.858	0.834	0.849	0.550	0.958
		0.811				0.937				0.913				0.864			

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	37	107	45	1	81	79	54	0	77	149	18	2	37	143	63	4	897
4:15 PM	45	125	35	0	75	75	59	0	106	133	25	1	44	136	47	4	910
4:30 PM	55	109	39	3	71	62	63	0	97	142	23	1	39	163	65	5	937
4:45 PM	52	122	41	0	62	82	52	1	104	111	21	1	58	149	53	3	912
5:00 PM	55	125	41	1	91	88	57	2	108	131	31	1	51	136	57	8	983
5:15 PM	48	120	30	1	83	87	45	0	93	131	19	4	53	166	67	2	949
5:30 PM	57	128	40	5	93	91	59	2	75	132	18	1	44	160	68	5	978
5:45 PM	48	121	37	2	62	86	68	1	81	115	15	1	24	118	71	6	856
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	397	957	308	13	618	650	457	6	741	1044	170	12	350	1171	491	37	7422
APPROACH %'s :	23.70%	57.13%	18.39%	0.78%	35.70%	37.55%	26.40%	0.35%	37.67%	53.08%	8.64%	0.61%	17.08%	57.15%	23.96%	1.81%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	212	495	152	7	329	348	213	5	380	505	89	7	206	611	245	18	3822
PEAK HR FACTOR :	0.930	0.967	0.927	0.350	0.884	0.956	0.903	0.625	0.880	0.956	0.718	0.438	0.888	0.920	0.901	0.563	0.972
		0.941				0.913				0.905				0.938			

National Data & Surveying Services Intersection Turning Movement Count

Location: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
City: Spring Hill
Control: Signalized

Project ID: 22-120514-004
Date: 12/1/2022

Data - Cars

NS/EW Streets:	Shady Hills Rd/Mariner Blvd				Shady Hills Rd/Mariner Blvd				County Line Rd/CR 578				County Line Rd/CR 578				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	25	45	26	0	71	87	54	1	28	93	22	0	38	61	32	1	584
7:15 AM	23	55	22	1	76	95	61	0	32	128	22	0	34	106	32	3	690
7:30 AM	37	86	35	0	58	98	67	0	53	110	21	0	41	105	35	2	748
7:45 AM	27	62	21	2	62	73	57	1	50	132	30	0	40	135	47	1	740
8:00 AM	35	70	32	0	68	73	65	2	51	117	14	3	28	107	47	4	716
8:15 AM	27	64	26	0	76	58	64	0	56	109	20	0	28	97	55	1	681
8:30 AM	30	67	18	2	58	72	62	1	60	88	17	0	22	115	51	4	667
8:45 AM	37	61	17	1	61	53	67	0	56	116	32	1	32	110	33	5	682
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	241	510	197	6	530	609	497	5	386	893	178	4	263	836	332	21	5508
APPROACH %'s :	25.26%	53.46%	20.65%	0.63%	32.30%	37.11%	30.29%	0.30%	26.42%	61.12%	12.18%	0.27%	18.11%	57.58%	22.87%	1.45%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	122	273	110	3	264	339	250	3	186	487	87	3	143	453	161	10	2894
PEAK HR FACTOR :	0.824	0.794	0.786	0.375	0.868	0.865	0.933	0.375	0.877	0.922	0.725	0.250	0.872	0.839	0.856	0.625	0.967
		0.804				0.922				0.900				0.860			

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	37	106	41	1	73	79	51	0	76	145	17	2	34	135	61	4	862
4:15 PM	45	124	33	0	74	74	58	0	106	122	25	0	40	125	46	4	876
4:30 PM	54	107	35	3	69	61	62	0	97	135	23	1	37	156	64	5	909
4:45 PM	51	121	41	0	60	80	50	1	102	103	21	1	55	136	52	3	877
5:00 PM	51	122	39	1	89	86	56	2	107	118	31	1	43	131	56	8	941
5:15 PM	48	116	28	1	82	85	43	0	91	126	18	4	50	161	66	2	921
5:30 PM	56	126	39	5	90	90	59	2	73	123	18	1	41	158	67	5	953
5:45 PM	47	120	36	2	59	85	67	1	81	112	15	1	22	114	71	6	839
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	389	942	292	13	596	640	446	6	733	984	168	11	322	1116	483	37	7178
APPROACH %'s :	23.78%	57.58%	17.85%	0.79%	35.31%	37.91%	26.42%	0.36%	38.66%	51.90%	8.86%	0.58%	16.45%	57.00%	24.67%	1.89%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	206	485	147	7	321	341	208	5	373	470	88	7	189	586	241	18	3692
PEAK HR FACTOR :	0.920	0.962	0.896	0.350	0.892	0.947	0.881	0.625	0.871	0.933	0.710	0.438	0.859	0.910	0.899	0.563	0.969
		0.935				0.908				0.912				0.927			

National Data & Surveying Services Intersection Turning Movement Count

Location: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
City: Spring Hill
Control: Signalized

Project ID: 22-120514-004
Date: 12/1/2022

Data - HT

NS/EW Streets:	Shady Hills Rd/Mariner Blvd				Shady Hills Rd/Mariner Blvd				County Line Rd/CR 578				County Line Rd/CR 578				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	3	0	6	0	1	2	3	0	2	9	0	0	3	3	2	0	34
7:15 AM	0	8	4	0	0	1	1	0	3	12	0	0	3	9	0	0	41
7:30 AM	1	1	11	0	2	1	3	0	2	16	0	0	3	8	1	0	49
7:45 AM	7	2	1	0	3	1	0	0	2	6	2	0	0	11	1	0	36
8:00 AM	3	7	2	0	3	1	5	0	1	4	0	0	2	6	0	1	35
8:15 AM	3	2	1	0	2	2	1	0	1	14	4	0	5	9	2	0	46
8:30 AM	2	3	4	0	2	0	0	0	3	6	1	0	3	18	2	0	44
8:45 AM	2	1	3	0	1	2	1	0	3	7	3	0	4	10	0	0	37
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	21	24	32	0	14	10	14	0	17	74	10	0	23	74	8	1	322
APPROACH %'s :	27.27%	31.17%	41.56%	0.00%	36.84%	26.32%	36.84%	0.00%	16.83%	73.27%	9.90%	0.00%	21.70%	69.81%	7.55%	0.94%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	11	18	18	0	8	4	9	0	8	38	2	0	8	34	2	1	161
PEAK HR FACTOR :	0.393	0.563	0.409	0.000	0.667	1.000	0.450	0.000	0.667	0.594	0.250	0.000	0.667	0.773	0.500	0.250	0.821
	0.904				0.583				0.667				0.938				

	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
PM	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	1	4	0	8	0	3	0	1	4	1	0	3	8	2	0	35
4:15 PM	0	1	2	0	1	1	1	0	0	11	0	1	4	11	1	0	34
4:30 PM	1	2	4	0	2	1	1	0	0	7	0	0	2	7	1	0	28
4:45 PM	1	1	0	0	2	2	2	0	2	8	0	0	3	13	1	0	35
5:00 PM	4	3	2	0	2	2	1	0	1	13	0	0	8	5	1	0	42
5:15 PM	0	4	2	0	1	2	2	0	2	5	1	0	3	5	1	0	28
5:30 PM	1	2	1	0	3	1	0	0	2	9	0	0	3	2	1	0	25
5:45 PM	1	1	1	0	3	1	1	0	0	3	0	0	2	4	0	0	17
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	8	15	16	0	22	10	11	0	8	60	2	1	28	55	8	0	244
APPROACH %'s :	20.51%	38.46%	41.03%	0.00%	51.16%	23.26%	25.58%	0.00%	11.27%	84.51%	2.82%	1.41%	30.77%	60.44%	8.79%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	6	10	5	0	8	7	5	0	7	35	1	0	17	25	4	0	130
PEAK HR FACTOR :	0.375	0.625	0.625	0.000	0.667	0.875	0.625	0.000	0.875	0.673	0.250	0.000	0.531	0.481	1.000	0.000	0.774
	0.583				0.833				0.768				0.676				

National Data & Surveying Services Intersection Turning Movement Count

Location: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
City: Spring Hill
Control: Signalized

Project ID: 22-120514-004
Date: 12/1/2022

Data - Bikes

NS/EW Streets:	Shady Hills Rd/Mariner Blvd				Shady Hills Rd/Mariner Blvd				County Line Rd/CR 578				County Line Rd/CR 578				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
APPROACH %'s :																	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
APPROACH %'s :													0.00%	100.00%	0.00%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	

National Data & Surveying Services Intersection Turning Movement Count

Location: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
City: Spring Hill

Project ID: 22-120514-004
Date: 12/1/2022

Data - Pedestrians (Crosswalks)

NS/EW Streets:	Shady Hills Rd/Mariner Blvd		Shady Hills Rd/Mariner Blvd		County Line Rd/CR 578		County Line Rd/CR 578		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0
7:45 AM	0	1	0	0	0	0	0	0	1
8:00 AM	0	0	0	0	0	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	1	0	0	0	0	0	0	1
APPROACH %'s :	0.00%	100.00%							
PEAK HR :	**07:15 AM - 08:15 AM**								TOTAL
PEAK HR VOL :	0	1	0	0	0	0	0	0	1
PEAK HR FACTOR :		0.250							0.250
	0.250								

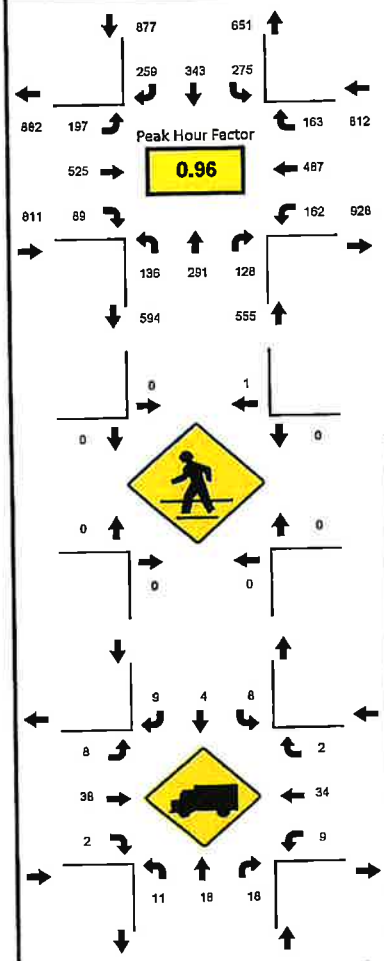
PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
4:00 PM	0	0	0	0	1	0	0	0	1
4:15 PM	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	1	0	0	0	1
5:00 PM	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	0	0	0	2	0	0	0	2
APPROACH %'s :					100.00%	0.00%			
PEAK HR :	**04:45 PM - 05:45 PM**								TOTAL
PEAK HR VOL :	0	0	0	0	1	0	0	0	1
PEAK HR FACTOR :					0.250				0.250
					0.250				

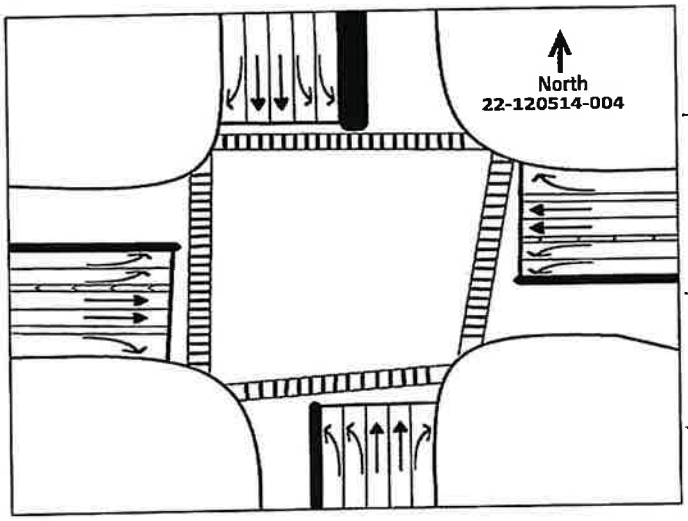
LOCATION: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
CITY/STATE: Spring Hill, FL

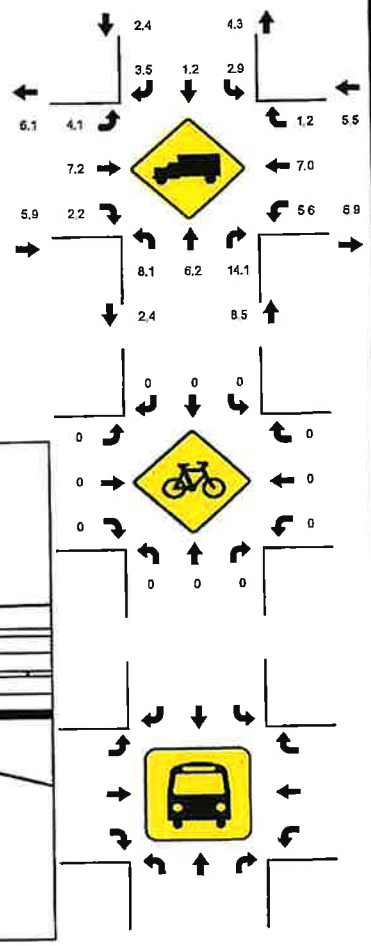
PROJECT ID: 22-120514-004
DATE: Thu, Dec 01, 2022

Peak-Hour: 07:15 AM - 08:15 AM
Peak 15-Minute: 07:30 AM - 07:45 AM

National Data & Surveying Services





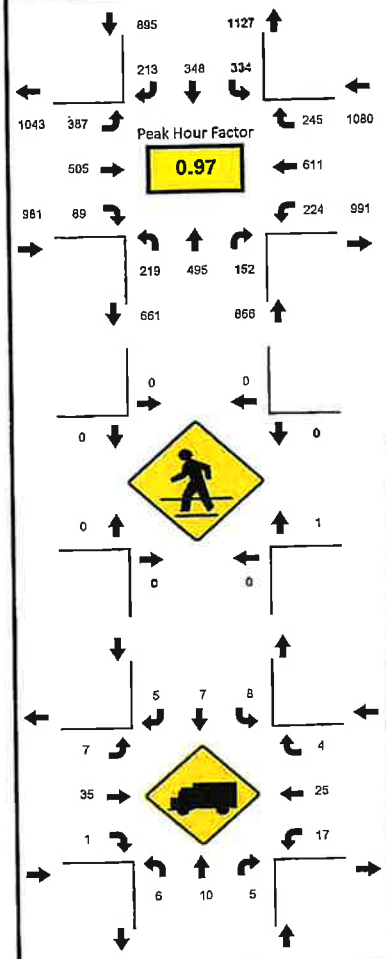


15-Min Count Period Beginning At	Shady Hills Rd/Mariner Blvd Northbound					Shady Hills Rd/Mariner Blvd Southbound					County Line Rd/CR 578 Eastbound					County Line Rd/CR 578 Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
07:00 AM	28	45	32	0		72	89	57	1		30	102	22	0		41	64	34	1		618	2922
07:15 AM	23	63	26	1		76	96	62	0		35	140	22	0		37	115	32	3		731	3055
07:30 AM	38	87	46	0		60	99	70	0		55	126	21	0		44	113	36	2		797	3051
07:45 AM	34	64	22	2		65	74	57	1		52	138	32	0		40	146	48	1		776	2965
08:00 AM	38	77	34	0		71	74	70	2		52	121	14	3		30	113	47	5		751	2908
08:15 AM	30	66	27	0		78	60	65	0		57	123	24	0		33	106	57	1		727	2157
08:30 AM	32	70	22	2		60	72	62	1		63	94	18	0		25	133	53	4		711	1430
08:45 AM	39	62	20	1		62	55	68	0		59	123	35	1		36	120	33	5		719	719
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	152	348	184	8		304	396	280	8		220	560	128	12		176	584	192	20		3572	
Heavy Trucks	28	32	44	0		12	4	20	0		12	64	8	0		12	44	4	4		284	
Pedestrians		0					4					0					0				4	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0	
Buses																						
Stopped Buses																						

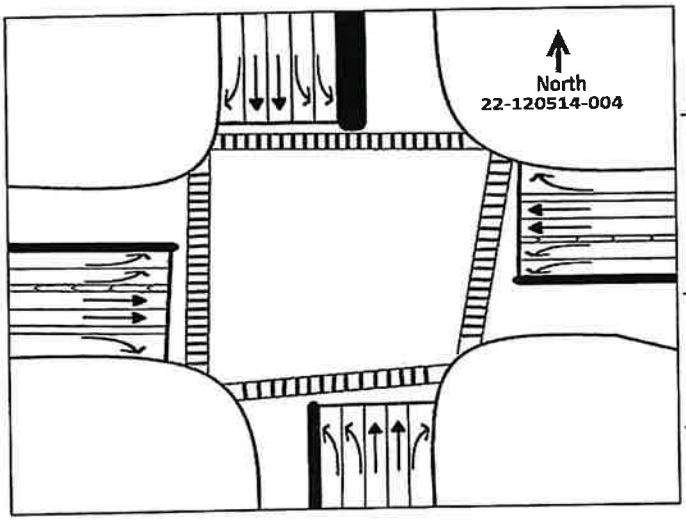
LOCATION: Shady Hills Rd/Mariner Blvd & County Line Rd/CR 578
CITY/STATE: Spring Hill, FL

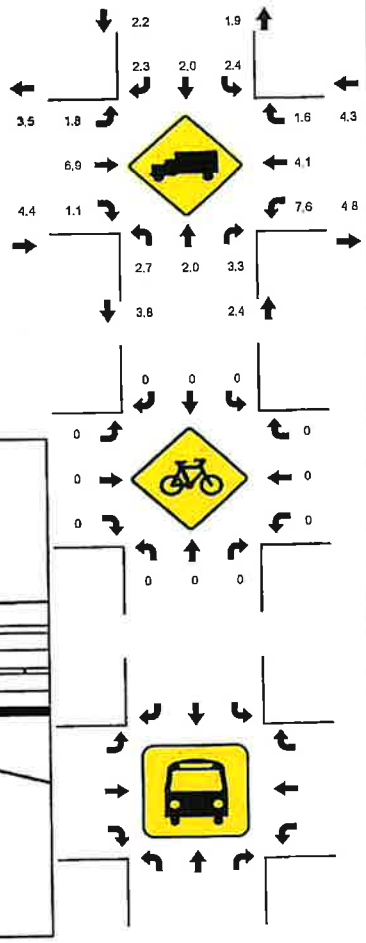
PROJECT ID: 22-120514-004
DATE: Thu, Dec 01, 2022

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



National Data & Surveying Services

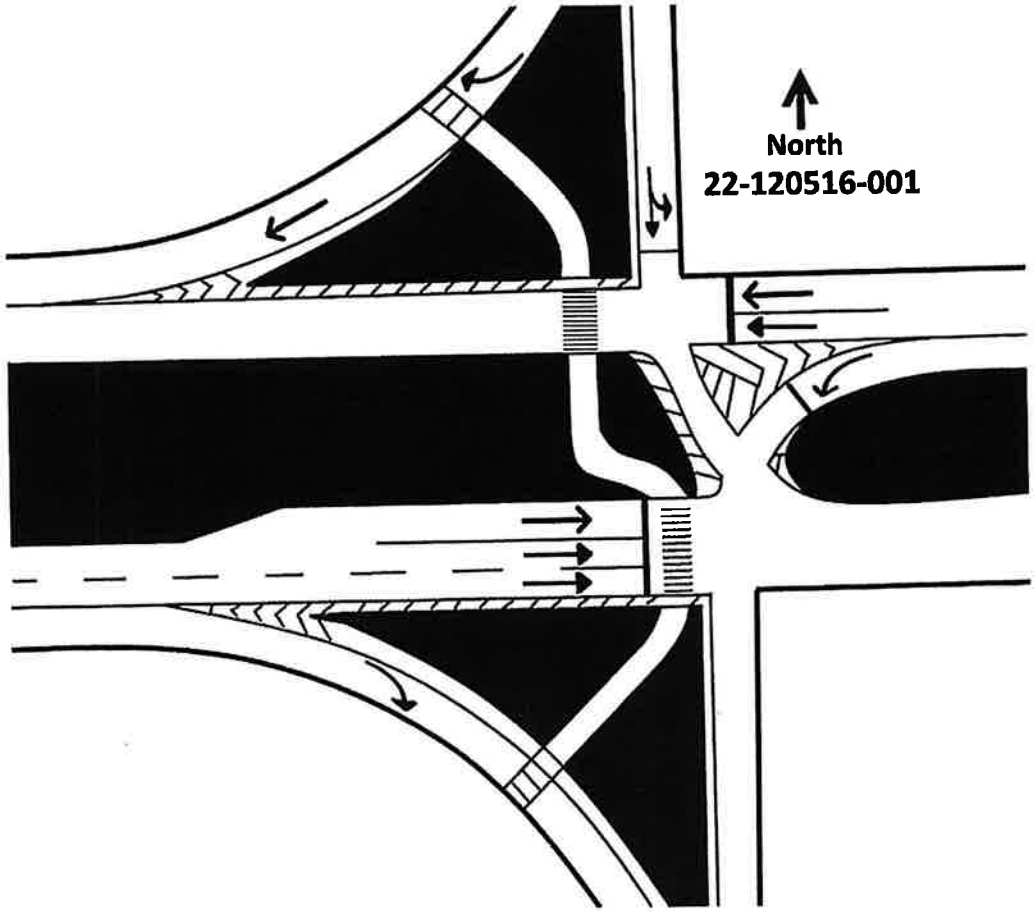




15-Min Count Period Beginning At	Shady Hills Rd/Mariner Blvd Northbound					Shady Hills Rd/Mariner Blvd Southbound					County Line Rd/CR 578 Eastbound					County Line Rd/CR 578 Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	37	107	45	1		81	79	54	0		77	149	18	2		37	143	63	4		897	3656
04:15 PM	45	125	35	0		75	75	59	0		106	133	25	1		44	136	47	4		910	3742
04:30 PM	55	109	39	3		71	62	63	0		97	142	23	1		39	163	65	5		937	3781
04:45 PM	52	122	41	0		62	82	52	1		104	111	21	1		58	149	53	3		912	3822
05:00 PM	55	125	41	1		91	88	57	2		108	131	31	1		51	136	57	8		983	3766
05:15 PM	48	120	30	1		83	87	45	0		93	131	19	4		53	166	67	2		949	2783
05:30 PM	57	128	40	5		93	91	59	2		75	132	18	1		44	160	68	5		978	1834
05:45 PM	48	121	37	2		62	86	68	1		81	115	15	1		24	118	71	6		856	856
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	228	512	164	20		372	364	236	8		432	528	124	16		232	664	272	32		4204	
Heavy Trucks	16	16	8	0		12	8	8	0		8	52	4	0		32	52	4	0		220	
Pedestrians		0					0					0					4				4	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0	
Buses																						
Stopped Buses																						

National Data & Surveying Services

N↑ | N/S Street: **Suncoast Pkwy/SR 589** | Speed: **N/A**



E/W Street: **County Line Rd/CR 578 SB Ramps** | Speed: **35 MPH**

Site Code: **22-120516-001**

Date: **12/01/2022**

Weather: **Sunny**

City: **Spring Hill**

County: **Hernando**

Count Times: **07:00 - 09:00**

16:00 - 18:00

Control: **Signalized**

SIGNAL TIMING

PHASES	1	2	3
SL	00:16	00:19	00:16
ET/WT	00:48	00:32	00:27
WL/WT	00:32	00:49	00:25

Prepared by National Data & Surveying Services

Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps

Peak Hour Turning Movement Count

ID: 22-120516-001
City: Spring Hill

Day: Thursday
Date: 12/1/2022

PEAK HOURS
AM: 07:00 AM - 08:00 AM
NOON: NONE
PM: 04:45 PM - 05:45 PM

COUNT PERIODS
AM: 7:00 AM - 09:00 AM
NOON: NONE
PM: 4:00 PM - 06:00 PM

CONTROL: Signalized

	AM	NOON	PM
TEV	1883	0	2229
PHF	0.93		0.97

SOUTHBOUND (Suncoast Pkwy/SR 589)

	Left	Thru	Right	U-Turn	
AM	45	0	33	0	0 AM
NOON	0	0	0	0	0 NOON
PM	87	1	64	0	0 PM

EASTBOUND (County Line Rd/CR 578 SB Ramps)

	AM	NOON	PM
Left	575	0	1203
U-Turn	1	0	0
Thru	0	0	0
Right	647	0	576
Right	427	0	201

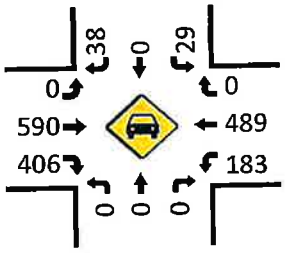
WESTBOUND (County Line Rd/CR 578 SB Ramps)

	PM	NOON	AM
U-Turn	0	0	0
Left	1116	0	529
Thru	184	0	200
Right	0	0	1
Right	640	0	681

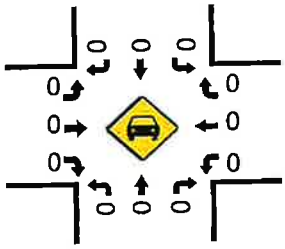
NORTHBOUND (Suncoast Pkwy/SR 589)

	Left	Thru	Thru	Right	
PM	386	0	0	0	0 PM
NOON	0	0	0	0	0 NOON
AM	627	0	0	0	0 AM

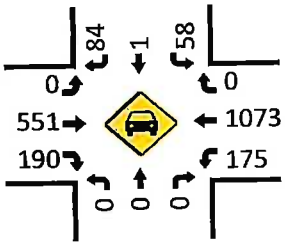
Cars (AM)



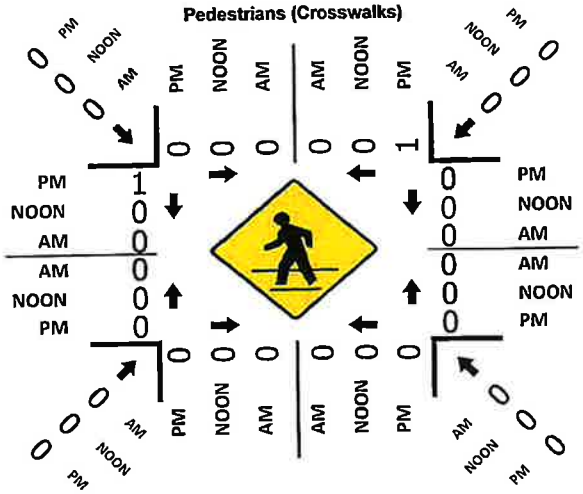
Cars (NOON)



Cars (PM)



Pedestrians (Crosswalks)


PM
NOON
AM
0
1
0
0
0
0
0
0
0
0
0
0
0

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
City: Spring Hill
Control: Signalized

Project ID: 22-120516-001
Date: 12/1/2022

Data - Total

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 SB Ramps				County Line Rd/CR 578 SB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	0	0	0	0	9	0	7	0	0	163	107	0	52	106	0	0	444
7:15 AM	0	0	0	0	12	0	13	0	0	181	118	0	51	130	0	0	505
7:30 AM	0	0	0	0	5	0	16	0	0	153	119	0	57	142	0	1	493
7:45 AM	0	0	0	0	7	0	9	0	0	150	83	1	40	151	0	0	441
8:00 AM	0	0	0	0	6	0	17	0	0	134	95	0	29	153	0	0	434
8:15 AM	0	0	0	0	5	0	11	0	0	129	94	0	28	147	0	0	414
8:30 AM	0	0	0	0	4	0	13	0	0	124	68	0	30	152	0	0	391
8:45 AM	0	0	0	0	11	0	14	0	0	109	62	0	26	129	0	0	351
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	59	0	100	0	0	1143	746	1	313	1110	0	1	3473
APPROACH %'s :					37.11%	0.00%	62.89%	0.00%	0.00%	60.48%	39.47%	0.05%	21.98%	77.95%	0.00%	0.07%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	0	0	0	33	0	45	0	0	647	427	1	200	529	0	1	1883
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.688	0.000	0.703	0.000	0.000	0.894	0.897	0.250	0.877	0.876	0.000	0.250	0.932
					0.780				0.899				0.913				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	0	0	0	15	0	14	0	0	137	41	0	33	213	0	1	454
4:15 PM	0	0	0	0	9	0	25	0	0	144	48	0	33	213	0	0	472
4:30 PM	0	0	0	0	8	0	30	0	0	162	51	0	39	224	0	0	514
4:45 PM	0	0	0	0	16	0	21	0	0	151	57	0	34	251	0	0	530
5:00 PM	0	0	0	0	17	1	26	0	0	153	48	0	38	290	0	0	573
5:15 PM	0	0	0	0	21	0	21	0	0	129	38	0	68	293	0	0	570
5:30 PM	0	0	0	0	10	0	19	0	0	143	58	0	44	282	0	0	556
5:45 PM	0	0	0	0	9	0	11	0	0	132	43	0	35	242	0	0	472
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	105	1	167	0	0	1151	384	0	324	2008	0	1	4141
APPROACH %'s :					38.46%	0.37%	61.17%	0.00%	0.00%	74.98%	25.02%	0.00%	13.89%	86.07%	0.00%	0.04%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	0	0	0	0	64	1	87	0	0	576	201	0	184	1116	0	0	2229
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.762	0.250	0.837	0.000	0.000	0.941	0.866	0.000	0.676	0.952	0.000	0.000	0.973
					0.864				0.934				0.900				

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
City: Spring Hill
Control: Signalized

Project ID: 22-120516-001
Date: 12/1/2022

Data - Cars

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 SB Ramps				County Line Rd/CR 578 SB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	0	0	0	0	7	0	5	0	0	150	101	0	43	95	0	0	401
7:15 AM	0	0	0	0	12	0	11	0	0	169	117	0	49	124	0	0	482
7:30 AM	0	0	0	0	5	0	15	0	0	132	107	0	55	134	0	1	449
7:45 AM	0	0	0	0	5	0	7	0	0	139	81	1	36	136	0	0	405
8:00 AM	0	0	0	0	6	0	15	0	0	126	91	0	27	142	0	0	407
8:15 AM	0	0	0	0	3	0	4	0	0	121	87	0	25	135	0	0	375
8:30 AM	0	0	0	0	2	0	11	0	0	106	62	0	28	128	0	0	337
8:45 AM	0	0	0	0	10	0	10	0	0	101	57	0	24	115	0	0	317
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	50	0	78	0	0	1044	703	1	287	1009	0	1	3173
APPROACH %'s :					39.06%	0.00%	60.94%	0.00%	0.00%	59.73%	40.22%	0.06%	22.13%	77.79%	0.00%	0.08%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	0	0	0	29	0	38	0	0	590	406	1	183	489	0	1	1737
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.604	0.000	0.633	0.000	0.000	0.873	0.868	0.250	0.832	0.899	0.000	0.250	0.901
					0.728				0.872				0.886				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	0	0	0	11	0	14	0	0	131	37	0	30	201	0	1	425
4:15 PM	0	0	0	0	7	0	23	0	0	131	47	0	31	207	0	0	446
4:30 PM	0	0	0	0	8	0	27	0	0	154	47	0	34	211	0	0	481
4:45 PM	0	0	0	0	12	0	19	0	0	145	55	0	34	236	0	0	501
5:00 PM	0	0	0	0	17	1	26	0	0	140	45	0	36	275	0	0	540
5:15 PM	0	0	0	0	19	0	21	0	0	126	35	0	63	285	0	0	549
5:30 PM	0	0	0	0	10	0	18	0	0	140	55	0	42	277	0	0	542
5:45 PM	0	0	0	0	8	0	11	0	0	125	41	0	32	235	0	0	452
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	92	1	159	0	0	1092	362	0	302	1927	0	1	3936
APPROACH %'s :					36.51%	0.40%	63.10%	0.00%	0.00%	75.10%	24.90%	0.00%	13.54%	86.41%	0.00%	0.04%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	0	0	0	0	58	1	84	0	0	551	190	0	175	1073	0	0	2132
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.763	0.250	0.808	0.000	0.000	0.950	0.864	0.000	0.694	0.941	0.000	0.000	0.971
					0.813				0.926				0.897				

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
City: Spring Hill
Control: Signalized

Project ID: 22-120516-001
Date: 12/1/2022

Data - HT

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 SB Ramps				County Line Rd/CR 578 SB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	0	0	0	0	2	0	2	0	0	13	6	0	9	11	0	0	43
7:15 AM	0	0	0	0	0	0	2	0	0	12	1	0	2	6	0	0	23
7:30 AM	0	0	0	0	0	0	1	0	0	21	12	0	2	8	0	0	44
7:45 AM	0	0	0	0	2	0	2	0	0	11	2	0	4	15	0	0	36
8:00 AM	0	0	0	0	0	0	2	0	0	8	4	0	2	11	0	0	27
8:15 AM	0	0	0	0	2	0	7	0	0	8	7	0	3	12	0	0	39
8:30 AM	0	0	0	0	2	0	2	0	0	18	6	0	2	24	0	0	54
8:45 AM	0	0	0	0	1	0	4	0	0	8	5	0	2	14	0	0	34
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	9	0	22	0	0	99	43	0	26	101	0	0	300
APPROACH %'s :					29.03%	0.00%	70.97%	0.00%	0.00%	69.72%	30.28%	0.00%	20.47%	79.53%	0.00%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	0	0	0	4	0	7	0	0	57	21	0	17	40	0	0	146
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.500	0.000	0.875	0.000	0.000	0.679	0.438	0.000	0.472	0.667	0.000	0.000	0.830
					0.688				0.591				0.713				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	0	0	0	4	0	0	0	0	6	4	0	3	12	0	0	29
4:15 PM	0	0	0	0	2	0	2	0	0	13	1	0	2	6	0	0	26
4:30 PM	0	0	0	0	0	0	3	0	0	8	4	0	5	13	0	0	33
4:45 PM	0	0	0	0	4	0	2	0	0	6	2	0	0	15	0	0	29
5:00 PM	0	0	0	0	0	0	0	0	0	13	3	0	2	15	0	0	33
5:15 PM	0	0	0	0	2	0	0	0	0	3	3	0	5	8	0	0	21
5:30 PM	0	0	0	0	0	0	1	0	0	3	3	0	2	5	0	0	14
5:45 PM	0	0	0	0	1	0	0	0	0	7	2	0	3	7	0	0	20
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	13	0	8	0	0	59	22	0	22	81	0	0	205
APPROACH %'s :					61.90%	0.00%	38.10%	0.00%	0.00%	72.84%	27.16%	0.00%	21.36%	78.64%	0.00%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	0	0	0	0	6	0	3	0	0	25	11	0	9	43	0	0	97
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.375	0.000	0.375	0.000	0.000	0.481	0.917	0.000	0.450	0.717	0.000	0.000	0.735
					0.375				0.563				0.765				

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
City: Spring Hill
Control: Signalized

Project ID: 22-120516-001
Date: 12/1/2022

Data - Bikes

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 SB Ramps				County Line Rd/CR 578 SB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
8:15 AM	0	0	0	2	0	0	0	0	0	1	0	0	0	0	0	0	3
8:30 AM	0	1	0	0	0	3	0	0	0	0	0	0	1	0	0	0	5
8:45 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	1	0	2	0	5	0	0	0	1	0	0	1	1	0	0	11
APPROACH %'s :	0.00%	33.33%	0.00%	66.67%	0.00%	100.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	50.00%	50.00%	0.00%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.250
						0.250											

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	2
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
4:45 PM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	2	0	0	0	0	0	0	1	0	0	0	0	1	1	0	5
APPROACH %'s :	0.00%	100.00%	0.00%	0.00%					100.00%	0.00%	0.00%	0.00%	0.00%	50.00%	50.00%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	2
PEAK HR FACTOR :	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.500
		0.250								0.250							

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
City: Spring Hill

Project ID: 22-120516-001
Date: 12/1/2022

Data - Pedestrians (Crosswalks)

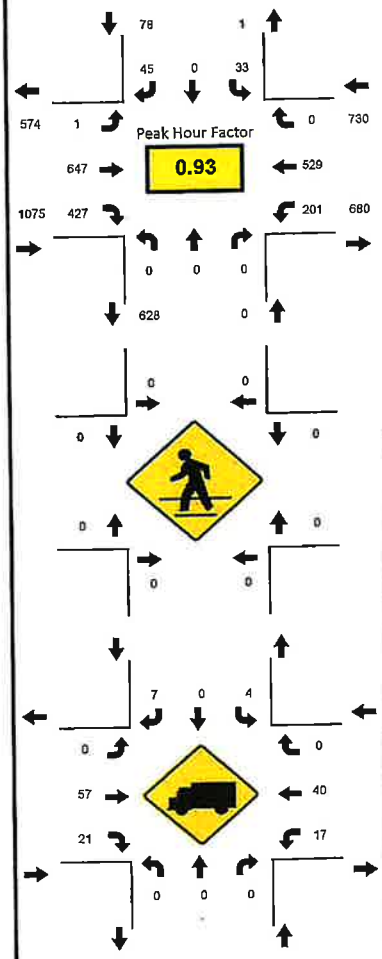
NS/EW Streets:	Suncoast Pkwy/SR 589		Suncoast Pkwy/SR 589		County Line Rd/CR 578 SB Ramps		County Line Rd/CR 578 SB Ramps		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	0	0
APPROACH %'s :									
PEAK HR :	**07:00 AM - 08:00 AM**								TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :									

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	1	0	1
4:30 PM	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0
5:00 PM	0	1	0	0	0	0	0	1	2
5:15 PM	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	1	1
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	1	0	0	0	0	1	2	4
APPROACH %'s :	0.00%	100.00%					33.33%	66.67%	
PEAK HR :	**04:45 PM - 05:45 PM**								TOTAL
PEAK HR VOL :	0	1	0	0	0	0	0	1	2
PEAK HR FACTOR :	0.250	0.250					0.250	0.250	0.250

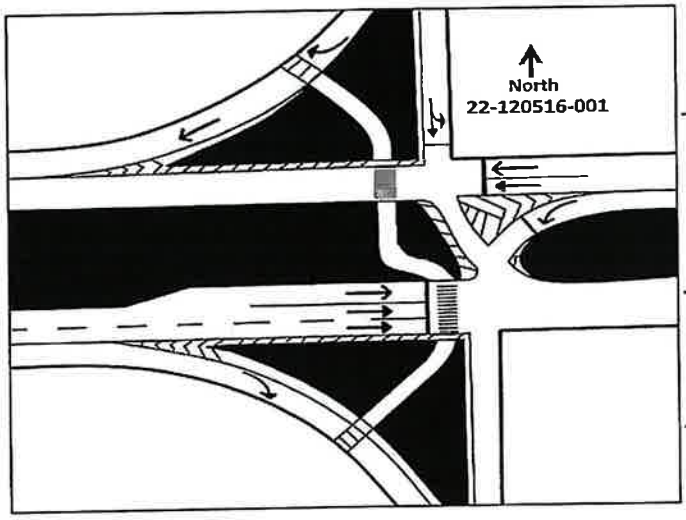
LOCATION: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
CITY/STATE: Spring Hill, FL

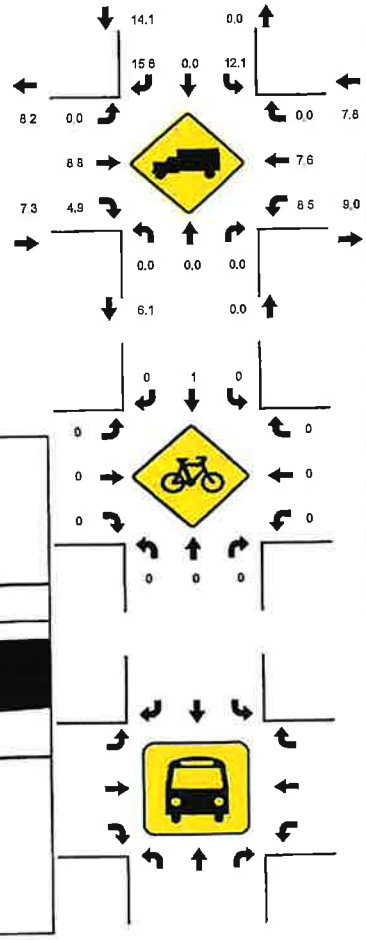
PROJECT ID: 22-120516-001
DATE: Thu, Dec 01, 2022

Peak-Hour: 07:00 AM - 08:00 AM
Peak 15-Minute: 07:15 AM - 07:30 AM



National Data & Surveying Services



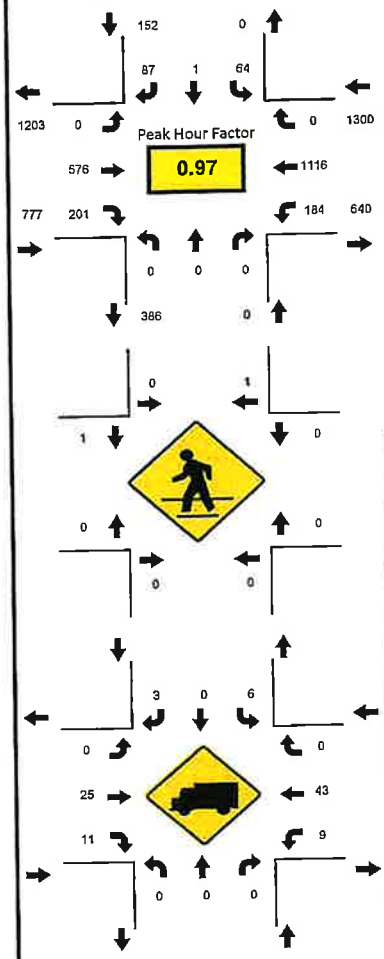


15-Min Count Period Beginning At	Suncoast Pkwy/SR 589 Northbound					Suncoast Pkwy/SR 589 Southbound					County Line Rd/CR 578 SB Ramp Eastbound					County Line Rd/CR 578 SB Ramp Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	0	0	0	0		9	0	7	0		0	163	107	0		52	106	0	0		444	1883
7:15 AM	0	0	0	0		12	0	13	0		0	181	118	0		51	130	0	0		505	1873
7:30 AM	0	0	0	0		5	0	16	0		0	153	119	0		57	142	0	1		493	1782
7:45 AM	0	0	0	0		7	0	9	0		0	150	83	1		40	151	0	0		441	1680
8:00 AM	0	0	0	0		6	0	17	0		0	134	95	0		29	153	0	0		434	1590
8:15 AM	0	0	0	0		5	0	11	0		0	129	94	0		28	147	0	0		414	1156
8:30 AM	0	0	0	0		4	0	13	0		0	124	68	0		30	152	0	0		391	742
8:45 AM	0	0	0	0		11	0	14	0		0	109	62	0		26	129	0	0		351	351
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	0	0	0		48	0	64	0		0	724	476	4		228	604	0	4		2152	
Heavy Trucks	0	0	0	0		8	0	8	0		0	84	48	0		36	60	0	0		244	
Pedestrians		0					0					0					0				0	
Bicycles	0	0	0	0		0	4	0	0		0	0	0	0		0	0	0	0		4	
Buses																						
Stopped Buses																						

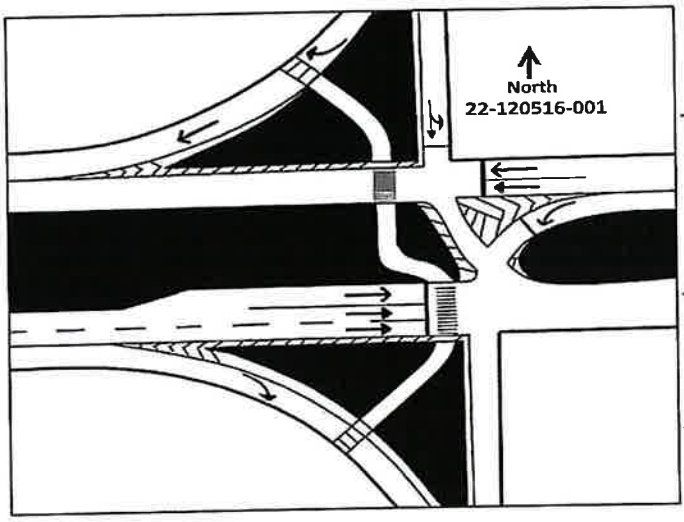
LOCATION: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 SB Ramps
CITY/STATE: Spring Hill, FL

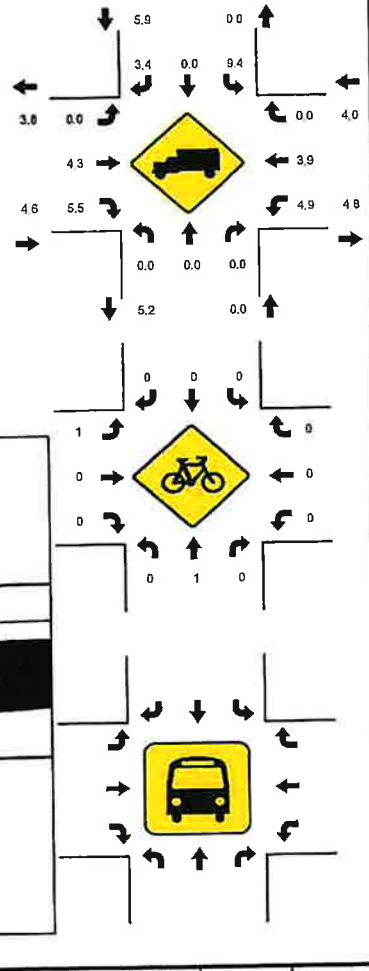
PROJECT ID: 22-120516-001
DATE: Thu, Dec 01, 2022

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



National Data & Surveying Services





15-Min Count Period Beginning At	Suncoast Pkwy/SR 589 Northbound					Suncoast Pkwy/SR 589 Southbound					County Line Rd/CR 578 SB Ramp Eastbound					County Line Rd/CR 578 SB Ramp Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	0	0	0		15	0	14	0		0	137	41	0		33	213	0	1		454	1970
4:15 PM	0	0	0	0		9	0	25	0		0	144	48	0		33	213	0	0		472	2089
4:30 PM	0	0	0	0		8	0	30	0		0	162	51	0		39	224	0	0		514	2187
4:45 PM	0	0	0	0		16	0	21	0		0	151	57	0		34	251	0	0		530	2229
5:00 PM	0	0	0	0		17	1	26	0		0	153	48	0		38	290	0	0		573	2171
5:15 PM	0	0	0	0		21	0	21	0		0	129	38	0		68	293	0	0		570	1598
5:30 PM	0	0	0	0		10	0	19	0		0	143	58	0		44	282	0	0		556	1028
5:45 PM	0	0	0	0		9	0	11	0		0	132	43	0		35	242	0	0		472	472
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	0	0	0		84	4	104	0		0	612	232	0		272	1172	0	0		2480	
Heavy Trucks	0	0	0	0		16	0	8	0		0	52	12	0		20	60	0	0		168	
Pedestrians		0					4					4					0				8	
Bicycles	0	4	0	0		0	0	0	0		4	0	0	0		0	0	0	0		8	
Buses																						
Stopped Buses																						

National Data & Surveying Services

Site Code:	**22-120516-002**
Date:	**12/01/2022**
Weather:	**Sunny**
City:	**Brooksville**
County:	**Hernando**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**Signalized**

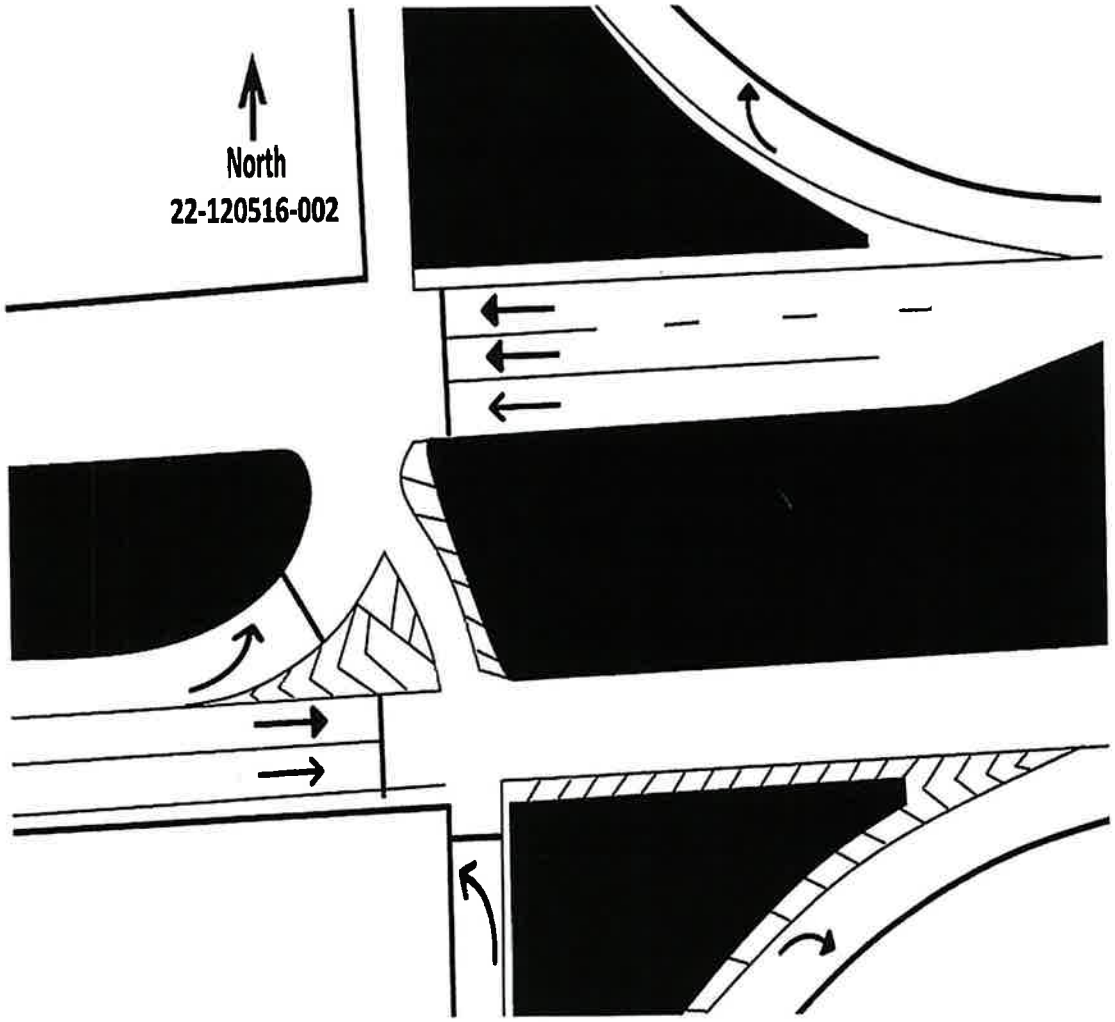
SIGNAL TIMING

PHASES	1	2	3
NL	00:35	00:22	00:27
ET/WT	00:41	00:39	00:48

N↑

N/S Street: **Suncoast Pkwy/SR 589**

Speed: **N/A**



E/W Street: **County Line Rd/CR 578 NB Ramps**

Speed: **35 MPH**

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
City: Brooksville
Control: Signalized

Project ID: 22-120516-002
Date: 12/1/2022

Data - Total

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 NB Ramps				County Line Rd/CR 578 NB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	23	0	25	0	0	0	0	0	21	150	0	1	0	136	13	0	369
7:15 AM	29	0	29	0	0	0	0	0	16	173	0	0	0	149	16	0	412
7:30 AM	35	0	28	0	0	0	0	0	32	131	0	0	0	165	13	0	404
7:45 AM	45	0	24	0	0	0	0	0	16	137	0	1	0	151	12	0	386
8:00 AM	29	0	38	0	0	0	0	0	13	123	0	0	0	147	16	0	366
8:15 AM	40	0	24	0	0	0	0	0	14	126	0	1	0	138	9	0	352
8:30 AM	29	0	25	0	0	0	0	0	19	105	0	0	0	159	14	0	351
8:45 AM	42	0	30	0	0	0	0	0	15	108	0	0	0	104	11	0	310
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	272	0	223	0	0	0	0	0	146	1053	0	3	0	1149	104	0	2950
APPROACH %'s :	54.95%	0.00%	45.05%	0.00%					12.15%	87.60%	0.00%	0.25%	0.00%	91.70%	8.30%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	132	0	106	0	0	0	0	0	85	591	0	2	0	601	54	0	1571
PEAK HR FACTOR :	0.733	0.000	0.914	0.000	0.000	0.000	0.000	0.000	0.664	0.854	0.000	0.500	0.000	0.911	0.844	0.000	0.953
	0.862								0.897				0.920				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	94	0	41	0	0	0	0	0	8	142	0	0	0	154	12	0	451
4:15 PM	74	0	55	0	0	0	0	0	8	147	0	1	0	176	11	0	472
4:30 PM	82	1	55	0	0	0	0	0	18	153	0	0	0	175	10	0	494
4:45 PM	97	1	39	0	0	0	0	0	15	142	0	1	0	193	11	0	499
5:00 PM	97	0	52	0	0	0	0	0	20	151	0	1	0	231	9	0	561
5:15 PM	105	0	51	0	0	0	0	0	6	151	0	0	0	254	13	0	580
5:30 PM	100	0	48	0	0	0	0	0	9	143	0	0	0	221	16	0	537
5:45 PM	88	0	39	0	0	0	0	0	21	120	0	1	0	191	10	0	470
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	737	2	380	0	0	0	0	0	105	1149	0	4	0	1595	92	0	4064
APPROACH %'s :	65.86%	0.18%	33.96%	0.00%					8.35%	91.34%	0.00%	0.32%	0.00%	94.55%	5.45%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	399	1	190	0	0	0	0	0	50	587	0	2	0	899	49	0	2177
PEAK HR FACTOR :	0.950	0.250	0.913	0.000	0.000	0.000	0.000	0.000	0.625	0.972	0.000	0.500	0.000	0.885	0.766	0.000	0.938
	0.946								0.929				0.888				

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
City: Brooksville
Control: Signalized

Project ID: 22-120516-002
Date: 12/1/2022

Data - Cars

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 NB Ramps				County Line Rd/CR 578 NB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	19	0	23	0	0	0	0	0	17	139	0	1	0	121	12	0	332
7:15 AM	27	0	25	0	0	0	0	0	11	166	0	0	0	143	14	0	386
7:30 AM	31	0	25	0	0	0	0	0	20	122	0	0	0	159	12	0	369
7:45 AM	42	0	22	0	0	0	0	0	15	125	0	1	0	135	11	0	351
8:00 AM	26	0	32	0	0	0	0	0	12	116	0	0	0	137	15	0	338
8:15 AM	39	0	21	0	0	0	0	0	10	120	0	1	0	124	8	0	323
8:30 AM	25	0	23	0	0	0	0	0	14	90	0	0	0	136	12	0	300
8:45 AM	37	0	29	0	0	0	0	0	12	102	0	0	0	94	8	0	282
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	246	0	200	0	0	0	0	0	111	980	0	3	0	1049	92	0	2681
APPROACH %'s :	55.16%	0.00%	44.84%	0.00%					10.15%	89.58%	0.00%	0.27%	0.00%	91.94%	8.06%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	119	0	95	0	0	0	0	0	63	552	0	2	0	558	49	0	1438
PEAK HR FACTOR :	0.708	0.000	0.950	0.000	0.000	0.000	0.000	0.000	0.788	0.831	0.000	0.500	0.000	0.877	0.875	0.000	0.931
		0.836								0.871				0.887			

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	87	0	40	0	0	0	0	0	7	132	0	0	0	146	12	0	424
4:15 PM	73	0	52	0	0	0	0	0	6	135	0	0	0	170	10	0	446
4:30 PM	78	1	52	0	0	0	0	0	18	145	0	0	0	161	10	0	465
4:45 PM	93	1	36	0	0	0	0	0	15	132	0	1	0	181	11	0	470
5:00 PM	94	0	52	0	0	0	0	0	17	141	0	1	0	218	9	0	532
5:15 PM	103	0	49	0	0	0	0	0	5	147	0	0	0	243	13	0	560
5:30 PM	97	0	47	0	0	0	0	0	9	140	0	0	0	217	16	0	526
5:45 PM	87	0	37	0	0	0	0	0	19	115	0	0	0	183	10	0	451
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	712	2	365	0	0	0	0	0	96	1087	0	2	0	1519	91	0	3874
APPROACH %'s :	65.99%	0.19%	33.83%	0.00%					8.10%	91.73%	0.00%	0.17%	0.00%	94.35%	5.65%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	387	1	184	0	0	0	0	0	46	560	0	2	0	859	49	0	2088
PEAK HR FACTOR :	0.939	0.250	0.885	0.000	0.000	0.000	0.000	0.000	0.676	0.952	0.000	0.500	0.000	0.884	0.766	0.000	0.932
		0.941								0.956				0.887			

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
City: Brooksville
Control: Signalized

Project ID: 22-120516-002
Date: 12/1/2022

Data - HT

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 NB Ramps				County Line Rd/CR 578 NB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	4	0	2	0	0	0	0	0	4	11	0	0	0	15	1	0	37
7:15 AM	2	0	4	0	0	0	0	0	5	7	0	0	0	6	2	0	26
7:30 AM	4	0	3	0	0	0	0	0	12	9	0	0	0	6	1	0	35
7:45 AM	3	0	2	0	0	0	0	0	1	12	0	0	0	16	1	0	35
8:00 AM	3	0	6	0	0	0	0	0	1	7	0	0	0	10	1	0	28
8:15 AM	1	0	3	0	0	0	0	0	4	6	0	0	0	14	1	0	29
8:30 AM	4	0	2	0	0	0	0	0	5	15	0	0	0	23	2	0	51
8:45 AM	5	0	1	0	0	0	0	0	3	6	0	0	0	10	3	0	28
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	26	0	23	0	0	0	0	0	35	73	0	0	0	100	12	0	269
APPROACH %'s :	53.06%	0.00%	46.94%	0.00%					32.41%	67.59%	0.00%	0.00%	0.00%	89.29%	10.71%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	13	0	11	0	0	0	0	0	22	39	0	0	0	43	5	0	133
PEAK HR FACTOR :	0.813	0.000	0.688	0.000	0.000	0.000	0.000	0.000	0.458	0.813	0.000	0.000	0.000	0.672	0.625	0.000	0.899
		0.857								0.726				0.706			

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	7	0	1	0	0	0	0	0	1	10	0	0	0	8	0	0	27
4:15 PM	1	0	3	0	0	0	0	0	2	12	0	1	0	6	1	0	26
4:30 PM	4	0	3	0	0	0	0	0	0	8	0	0	0	14	0	0	29
4:45 PM	4	0	3	0	0	0	0	0	0	10	0	0	0	12	0	0	29
5:00 PM	3	0	0	0	0	0	0	0	3	10	0	0	0	13	0	0	29
5:15 PM	2	0	2	0	0	0	0	0	1	4	0	0	0	11	0	0	20
5:30 PM	3	0	1	0	0	0	0	0	0	3	0	0	0	4	0	0	11
5:45 PM	1	0	2	0	0	0	0	0	2	5	0	1	0	8	0	0	19
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	25	0	15	0	0	0	0	0	9	62	0	2	0	76	1	0	190
APPROACH %'s :	62.50%	0.00%	37.50%	0.00%					12.33%	84.93%	0.00%	2.74%	0.00%	98.70%	1.30%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	12	0	6	0	0	0	0	0	4	27	0	0	0	40	0	0	89
PEAK HR FACTOR :	0.750	0.000	0.500	0.000	0.000	0.000	0.000	0.000	0.333	0.675	0.000	0.000	0.000	0.769	0.000	0.000	0.767
		0.643								0.596				0.769			

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
City: Brooksville
Control: Signalized

Project ID: 22-120516-002
Date: 12/1/2022

Data - Bikes

NS/EW Streets:	Suncoast Pkwy/SR 589				Suncoast Pkwy/SR 589				County Line Rd/CR 578 NB Ramps				County Line Rd/CR 578 NB Ramps				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
8:15 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	0	0	1	0	0	0	2	0	0	3
APPROACH %'s :									0.00%	100.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2
APPROACH %'s :													0.00%	100.00%	0.00%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	

National Data & Surveying Services Intersection Turning Movement Count

Location: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
City: Brooksville

Project ID: 22-120516-002
Date: 12/1/2022

Data - Pedestrians (Crosswalks)

NS/EW Streets:	Suncoast Pkwy/SR 589		Suncoast Pkwy/SR 589		County Line Rd/CR 578 NB Ramps		County Line Rd/CR 578 NB Ramps		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	0	0
APPROACH %'s :									
PEAK HR :	**07:00 AM - 08:00 AM**								TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :									

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0
5:00 PM	0	1	0	0	0	0	0	0	1
5:15 PM	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	1	0	0	0	0	0	0	1
APPROACH %'s :	0.00%	100.00%							
PEAK HR :	**04:45 PM - 05:45 PM**								TOTAL
PEAK HR VOL :	0	1	0	0	0	0	0	0	1
PEAK HR FACTOR :	0.250	0.250							0.250

Prepared by National Data & Surveying Services

Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps

Peak Hour Turning Movement Count

ID: 22-120516-002
City: Brooksville

Day: Thursday
Date: 12/1/2022

PEAK HOURS
07:00 AM - 08:00 AM
NONE
04:45 PM - 05:45 PM

COUNT PERIODS
7:00 AM - 09:00 AM
NONE
4:00 PM - 06:00 PM

Suncoast Pkwy/SR 589 — SOUTHBOUND

AM	0	0	0	0	139	AM
NOON	0	0	0	0	0	NOON
PM	0	0	0	0	100	PM

EASTBOUND — County Line Rd/CR 578 NB Ramps

AM	NOON	PM	
735	0	1300	⇦
2	0	2	↶ 0
85	0	50	↱ 0
591	0	587	→ 0
0	0	0	↴ 0
AM	NOON	PM	

CONTROL
Signalized

TEV	1571 AM	0 NOON	2177 PM
PHF	0.95		0.94

WESTBOUND — County Line Rd/CR 578 NB Ramps

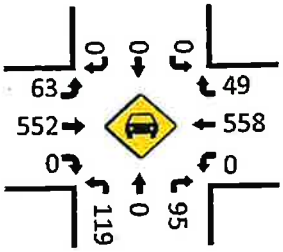
PM	NOON	AM	
49	0	54	0 ↰
899	0	601	0 ←
0	0	0	0 ↰
0	0	0	0 ↰
777	0	697	⇨
PM	NOON	AM	

NORTHBOUND

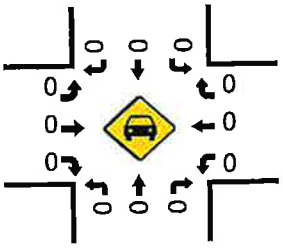
PM	0	0	399	1	190	PM
NOON	0	0	0	0	0	NOON
AM	0	0	132	0	106	AM

Suncoast Pkwy/SR 589

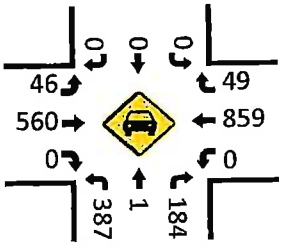
Cars (AM)



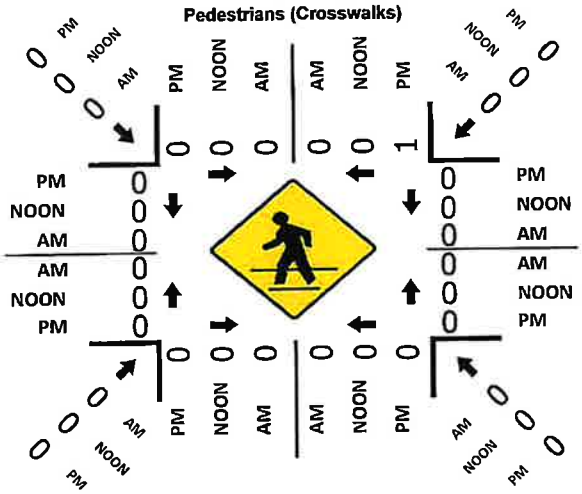
Cars (NOON)



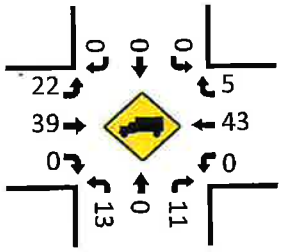
Cars (PM)



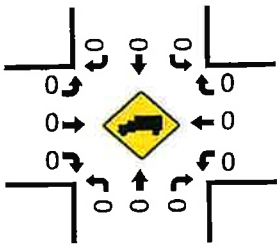
Pedestrians (Crosswalks)



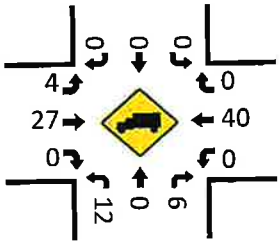
HT (AM)



HT (NOON)



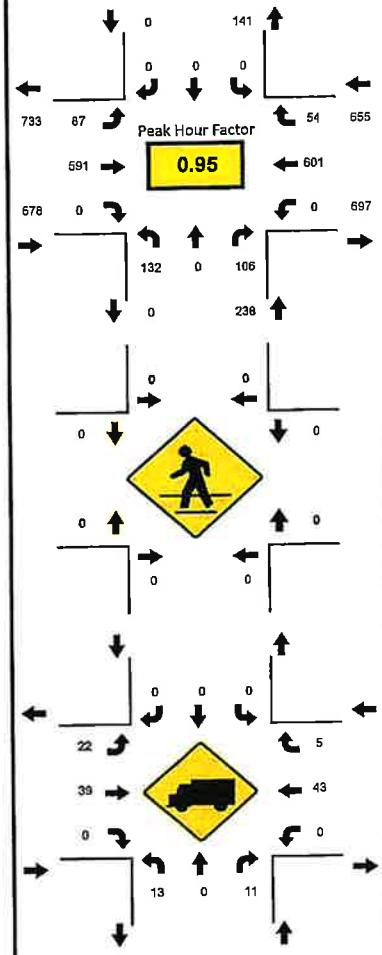
HT (PM)



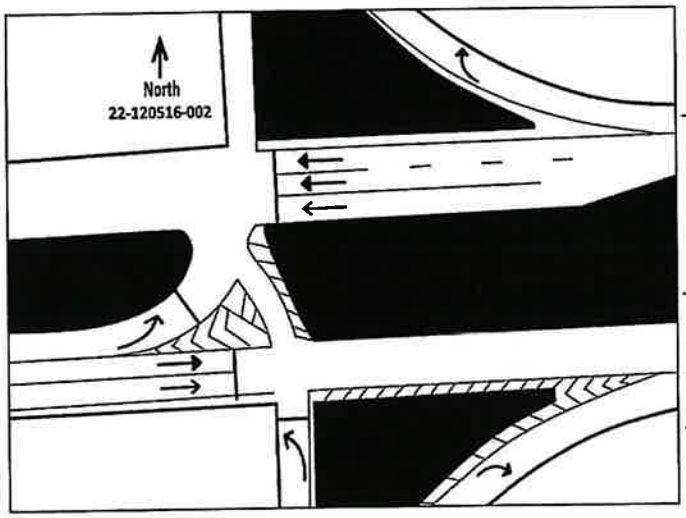
LOCATION: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
CITY/STATE: Brooksville, FL

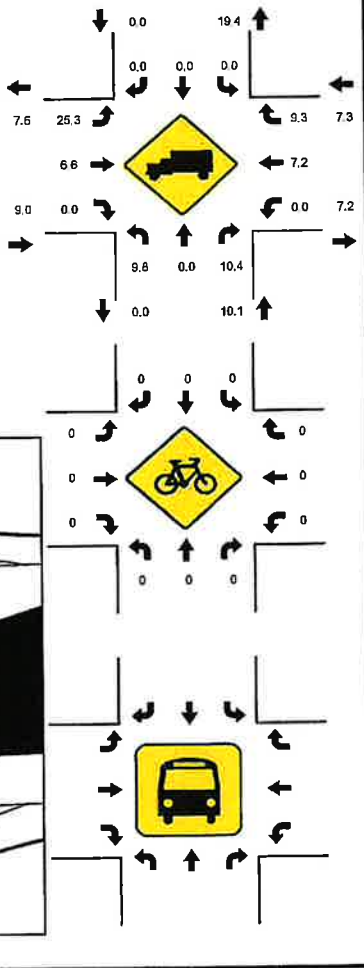
PROJECT ID: 22-120516-002
DATE: Thu, Dec 01, 2022

Peak-Hour: 07:00 AM - 08:00 AM
Peak 15-Minute: 07:15 AM - 07:30 AM



NDS
National Data & Surveying Services





15-Min Count Period Beginning At	Suncoast Pkwy/SR 589 Northbound					Suncoast Pkwy/SR 589 Southbound					County Line Rd/CR 578 NB Ramp Eastbound					County Line Rd/CR 578 NB Ramp Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	23	0	25	0		0	0	0	0		21	150	0	1		0	136	13	0		369	1571
7:15 AM	29	0	29	0		0	0	0	0		16	173	0	0		0	149	16	0		412	1568
7:30 AM	35	0	28	0		0	0	0	0		32	131	0	0		0	165	13	0		404	1508
7:45 AM	45	0	24	0		0	0	0	0		16	137	0	1		0	151	12	0		386	1455
8:00 AM	29	0	38	0		0	0	0	0		13	123	0	0		0	147	16	0		366	1379
8:15 AM	40	0	24	0		0	0	0	0		14	126	0	1		0	138	9	0		352	1013
8:30 AM	29	0	25	0		0	0	0	0		19	105	0	0		0	159	14	0		351	661
8:45 AM	42	0	30	0		0	0	0	0		15	108	0	0		0	104	11	0		310	310
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	180	0	116	0		0	0	0	0		128	692	0	4		0	660	64	0		1844	
Heavy Trucks	16	0	16	0		0	0	0	0		48	48	0	0		0	64	8	0		200	
Pedestrians		0					0					0					0				0	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0	
Buses																						
Stopped Buses																						

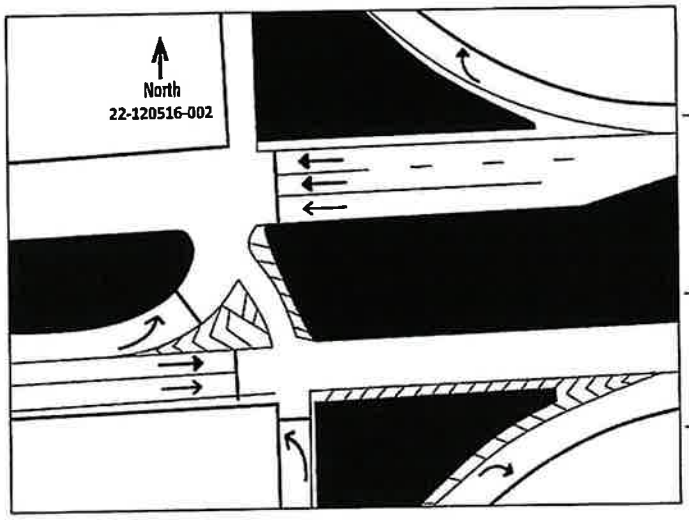
LOCATION: Suncoast Pkwy/SR 589 & County Line Rd/CR 578 NB Ramps
CITY/STATE: Brooksville, FL

PROJECT ID: 22-120516-002
DATE: Thu, Dec 01, 2022

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM

Peak Hour Factor: 0.94

National Data & Surveying Services



15-Min Count Period Beginning At	Suncoast Pkwy/SR 589 Northbound					Suncoast Pkwy/SR 589 Southbound					County Line Rd/CR 578 NB Ramp Eastbound					County Line Rd/CR 578 NB Ramp Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	94	0	41	0		0	0	0	0		8	142	0	0		0	154	12	0		451	1916
4:15 PM	74	0	55	0		0	0	0	0		8	147	0	1		0	176	11	0		472	2026
4:30 PM	82	1	55	0		0	0	0	0		18	153	0	0		0	175	10	0		494	2134
4:45 PM	97	1	39	0		0	0	0	0		15	142	0	1		0	193	11	0		499	2177
5:00 PM	97	0	52	0		0	0	0	0		20	151	0	1		0	231	9	0		561	2148
5:15 PM	105	0	51	0		0	0	0	0		6	151	0	0		0	254	13	0		580	1587
5:30 PM	100	0	48	0		0	0	0	0		9	143	0	0		0	221	16	0		537	1007
5:45 PM	88	0	39	0		0	0	0	0		21	120	0	1		0	191	10	0		470	470
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	420	4	208	0		0	0	0	0		80	604	0	4		0	1016	64	0		2400	
Heavy Trucks	16	0	12	0		0	0	0	0		12	40	0	0		0	52	0	0		132	
Pedestrians		0					4					0					0				4	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0	
Buses																						
Stopped Buses																						

FDOT PEAK SEASON ADJUSTMENT FACTORS

2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 1400 PASCO COUNTYWIDE

MOCF: 0.96

WEEK	DATES	SF	PSCF
1	01/01/2022 - 01/01/2022	0.99	1.03
2	01/02/2022 - 01/08/2022	1.02	1.06
3	01/09/2022 - 01/15/2022	1.04	1.08
4	01/16/2022 - 01/22/2022	1.03	1.07
5	01/23/2022 - 01/29/2022	1.01	1.05
6	01/30/2022 - 02/05/2022	1.00	1.04
* 7	02/06/2022 - 02/12/2022	0.98	1.02
* 8	02/13/2022 - 02/19/2022	0.97	1.01
* 9	02/20/2022 - 02/26/2022	0.96	1.00
*10	02/27/2022 - 03/05/2022	0.95	0.99
*11	03/06/2022 - 03/12/2022	0.95	0.99
*12	03/13/2022 - 03/19/2022	0.94	0.98
*13	03/20/2022 - 03/26/2022	0.95	0.99
*14	03/27/2022 - 04/02/2022	0.95	0.99
*15	04/03/2022 - 04/09/2022	0.96	1.00
*16	04/10/2022 - 04/16/2022	0.96	1.00
*17	04/17/2022 - 04/23/2022	0.97	1.01
*18	04/24/2022 - 04/30/2022	0.98	1.02
*19	05/01/2022 - 05/07/2022	0.98	1.02
20	05/08/2022 - 05/14/2022	0.99	1.03
21	05/15/2022 - 05/21/2022	1.00	1.04
22	05/22/2022 - 05/28/2022	1.01	1.05
23	05/29/2022 - 06/04/2022	1.01	1.05
24	06/05/2022 - 06/11/2022	1.02	1.06
25	06/12/2022 - 06/18/2022	1.03	1.07
26	06/19/2022 - 06/25/2022	1.03	1.07
27	06/26/2022 - 07/02/2022	1.03	1.07
28	07/03/2022 - 07/09/2022	1.03	1.07
29	07/10/2022 - 07/16/2022	1.04	1.08
30	07/17/2022 - 07/23/2022	1.04	1.08
31	07/24/2022 - 07/30/2022	1.04	1.08
32	07/31/2022 - 08/06/2022	1.04	1.08
33	08/07/2022 - 08/13/2022	1.04	1.08
34	08/14/2022 - 08/20/2022	1.04	1.08
35	08/21/2022 - 08/27/2022	1.04	1.08
36	08/28/2022 - 09/03/2022	1.05	1.09
37	09/04/2022 - 09/10/2022	1.05	1.09
38	09/11/2022 - 09/17/2022	1.06	1.10
39	09/18/2022 - 09/24/2022	1.04	1.08
40	09/25/2022 - 10/01/2022	1.02	1.06
41	10/02/2022 - 10/08/2022	1.00	1.04
42	10/09/2022 - 10/15/2022	0.98	1.02
43	10/16/2022 - 10/22/2022	0.98	1.02
44	10/23/2022 - 10/29/2022	0.99	1.03
45	10/30/2022 - 11/05/2022	0.99	1.03
46	11/06/2022 - 11/12/2022	1.00	1.04
47	11/13/2022 - 11/19/2022	1.01	1.05
48	11/20/2022 - 11/26/2022	1.00	1.04
49	11/27/2022 - 12/03/2022	1.00	1.04
50	12/04/2022 - 12/10/2022	0.99	1.03
51	12/11/2022 - 12/17/2022	0.99	1.03
52	12/18/2022 - 12/24/2022	1.02	1.06
53	12/25/2022 - 12/31/2022	1.04	1.08

* PEAK SEASON

23-FEB-2023 09:11:23 830UPD 7_1400_PKSEASON.TXT

GROWTH RATE

TABLE A-1

GROWTH RATE

Roadway	Location	2022 Volumes	2010 Volumes	Growth Rate
County Line Rd	East of Mariner Blvd	22,000	17,200	2.33% /yr

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 08 - HERNANDO

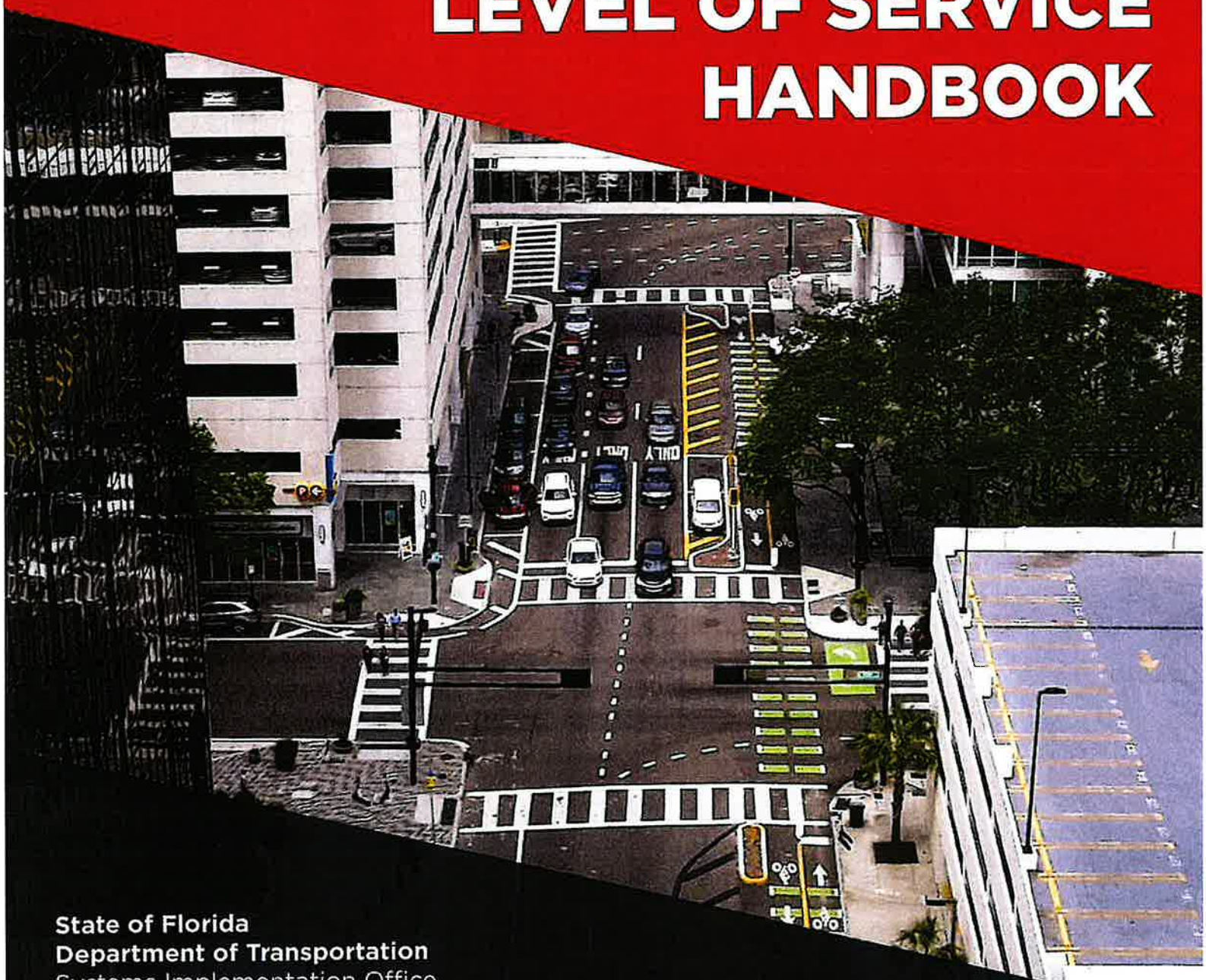
SITE: 2030 - COUNTY LINE ROAD, EAST OF MARINER BLVD (HPMS)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	22000 C	E 11500	W 10500	9.00	54.50	8.00
2021	22000 C	E 11000	W 11000	9.00	54.20	8.00
2012	16800 S	E 8200	W 8600	9.00	55.00	6.10
2011	17000 F	E 8300	W 8700	9.00	55.00	6.10
2010	17200 C	E 8400	W 8800	9.74	54.68	6.10

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FDOT GENERALIZED CAPACITY TABLES

2023 MULTIMODAL QUALITY/ LEVEL OF SERVICE HANDBOOK



State of Florida
Department of Transportation
Systems Implementation Office
605 Suwannee St. MS 19
Tallahassee, FL 32399

www.fdot.gov/planning
January 2023

Page89082b5853

Appendix B: Florida's Generalized Service Volume Tables

Limited Access

Freeway Generalized Service Volume Tables

(Core rbanized)

Peak Hour Directional

	B	C	D	E
2 Lane	2,400	3,170	3,970	4,150
3 Lane	3,390	4,600	5,810	6,130
4 Lane	4,340	6,060	7,700	8,170
5 Lane	5,480	7,450	9,680	10,390
6 Lane	6,630	9,220	11,520	12,760

Peak Hour Two-Way

	B	C	D	E
4 Lane	4,360	5,760	7,220	7,550
6 Lane	6,160	8,360	10,560	11,150
8 Lane	7,890	11,020	14,000	14,850
10 Lane	9,960	13,550	17,600	18,890
12 Lane	12,050	16,760	20,950	23,200

AADT

	B	C	D	E
4 Lane	51,300	67,800	84,900	88,800
6 Lane	72,500	98,400	124,200	131,200
8 Lane	92,800	129,600	164,700	174,700
10 Lane	117,200	159,400	207,100	222,200
12 Lane	141,800	197,200	246,500	272,900

Jrbanized)

	B	C	D	E
2 Lane	2,500	3,300	4,070	4,240
3 Lane	3,570	4,900	6,080	6,360
4 Lane	4,720	6,500	8,090	8,490
5 Lane	5,790	8,020	10,020	10,610

	B	C	D	E
4 Lane	4,550	6,000	7,400	7,710
6 Lane	6,490	8,910	11,050	11,560
8 Lane	8,580	11,820	14,710	15,440
10 Lane	10,530	14,580	18,220	19,290

	B	C	D	E
4 Lane	50,600	66,700	82,200	85,700
6 Lane	72,100	99,000	122,800	128,400
8 Lane	95,300	131,300	163,400	171,600
10 Lane	117,000	162,000	202,400	214,300

ransitioning)

	B	C	D	E
2 Lane	2,430	3,180	3,790	3,910
3 Lane	3,520	4,670	5,610	5,870
4 Lane	4,630	6,170	7,440	7,830
5 Lane	5,690	7,640	9,220	9,800

	B	C	D	E
4 Lane	4,420	5,780	6,890	7,110
6 Lane	6,400	8,490	10,200	10,670
8 Lane	8,420	11,220	13,530	14,240
10 Lane	10,350	13,890	16,760	17,820

	B	C	D	E
4 Lane	45,100	59,000	70,300	72,600
6 Lane	65,300	86,600	104,100	108,900
8 Lane	85,900	114,500	138,100	145,300
10 Lane	105,600	141,700	171,000	181,800

(Rural)

	B	C	D	E
2 Lane	2,010	2,770	3,270	3,650
3 Lane	2,820	3,990	4,770	5,470
4 Lane	3,630	5,220	6,260	7,300

	B	C	D	E
4 Lane	3,650	5,040	5,950	6,640
6 Lane	5,130	7,250	8,670	9,950
8 Lane	6,600	9,490	11,380	13,270

	B	C	D	E
4 Lane	34,800	48,000	56,700	63,200
6 Lane	48,900	69,000	82,600	94,800
8 Lane	62,900	90,400	108,400	126,400

Adjustment Factors

Auxiliary Lanes Present In Analysis Direction Adjustment: +1,000
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,800
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +20,000
Ramp Metering Present Adjustment: Multiply by 1.05

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

Limited Access

Freeway Generalized Service Volume Tables

Input Parameters

Roadway Characteristics

	Core Urbanized	Urbanized	Transitioning	Rural
Number of Lanes (one direction)	2-6	2.5	2-5	2-4
Posted Speed (mph)	65	70	70	70
Auxiliary Lanes	No	No	No	No
Lane Width (feet)	12	12	12	12
Total Ramp Density (ramps/mile)	1.33	2.67	0.50	0.17
Facility Length (miles)	3	3	6	18
Terrain	Level	Level	Level	Level

Traffic Characteristics

	Core Urbanized	Urbanized	Transitioning	Rural
Planning Analysis Hour Factor (K)	0.085	0.090	0.098	0.105
Directional Distribution Factor (D)	0.55	0.55	0.55	0.55
Peak Hour Factor (PHF)	0.95	0.95	0.92	0.88
Base Free Flow Speed (mph)	70	75	75	75
Heavy Vehicle Percent (%)	4%	4%	9%	12%
Speed Adjustment Factor (SAF)	0.975	0.975	0.975	0.975
Capacity Adjustment Factor (CAF)	0.968	0.968	0.968	0.968

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables



C1-Natural & C2-Rural)

Peak Hour Directional

	B	C	D	E
1 Lane	240	430	730	1,490
2 Lane	1,670	2,390	2,910	3,340
3 Lane	2,510	3,570	4,370	5,010

Peak Hour Two-Way

	B	C	D	E
2 Lane	440	780	1,330	2,710
4 Lane	3,040	4,350	5,290	6,070
6 Lane	4,560	6,490	7,950	9,110

AADT

	B	C	D	E
2 Lane	4,600	8,200	14,000	28,500
4 Lane	32,000	45,800	55,700	63,900
6 Lane	48,000	68,300	83,700	95,900

Adjustment Factors

2 Lane Divided Roadway with Exclusive Left Turn Adjustment: Multiply by 1.05
Multilane Undivided Highway with Exclusive Left Turn Adjustment: Multiply by 0.95
Multilane Undivided Highway without Exclusive Left Turn Adjustment:: Multiply by 0.75

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables

Input Parameters

Roadway Characteristics

	C1	C2
Number of Lanes (one direction)	1	2-3
Posted Speed (mph)	55	55
Base Free Flow Speed (mph)	60	60
Median Type	Undivided	Divided
Shoulder Width (feet)	3	6
Lane Width (feet)	12	12
% No Passing Zone	20%	
Access-Point Density (access/mile)	2	2
Terrain	Level	Level

Traffic Characteristics

	C1	C2
Planning Analysis Hour Factor (K)	0.095	0.095
Directional Distribution Factor (D)	0.55	0.55
Peak Hour Factor (PHF)	0.88	0.88
Heavy Vehicle Percent (%)	5%	10%
Speed Adjustment Factor (SAF)	0.975	0.975
Capacity Adjustment Factor (CAF)	0.968	0.968

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables



C3C-Suburban Commercial)

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables

Input Parameters

Roadway Characteristics

	C3C	C3R
Number of Lanes (one direction)	1-4	1-3
Posted Speed (mph)	45	45
Facility Length (miles)	3.98	2.57

Traffic Characteristics

	C3C		C3R	
Planning Analysis Hour Factor (K)	0.09		0.09	
Directional Distribution Factor (D)	0.55		0.55	
Peak Hour Factor (PHF)	0.95		0.92	
Base Saturation Flow Rate	1,950		1,950	
Heavy Vehicle Percent (%)	4		4	
Lane Width	12		12	
Median Type	Non Restrictive (1 lane)	Restrictive (2,3,4 lanes)	Non Restrictive (1 lane)	Restrictive (2,3 lanes)
Roadway Edge Type	Curbed		Flush	
On-Street Parking	None		None	

Control Characteristics

	C3C		C3R
Cycle Length	160		190
Major Street Through g/c	0.5 (1,2,3 lanes)	0.45 (4 lanes)	0.5
Yellow Change Interval	5.1		5.1
Red Change Interval	2		2
Number of Signals	10		5

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900



(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables

Input Parameters

Roadway Characteristics

	C2T	C4	C5	C6
Number of Lanes (one direction)	1-3	1-4	1-4	1-4
Posted Speed (mph)	40	45	35	30
Facility Length (miles)	0.78	1.83	1.18	0.74
Number of Signals	4	9	9	7

Traffic Characteristics

	C2T	C4	C5	C6
Planning Analysis Hour Factor (K)	0.095	0.09	0.09	0.09
Directional Distribution Factor (D)	0.55	0.55	0.55	0.55
Peak Hour Factor (PHF)	0.92	0.95	0.95	0.95
Base Saturation Flow Rate	1,700	1,950	1,950	1,950
Heavy Vehicle Percent (%)	5	3	2	2
Lane Width	11	11	10	10
Median Type	Non Restrictive	Non Restrictive	Non Restrictive	Non Restrictive
Roadway Edge Type	Curb	Curb	Curb	Curb
On-Street Parking	50%	100%	100%	100%

Signal Characteristics

	C2T	C4		C5		C6	
Cycle Length	90	170		150		120	
Major Street Through g/c	0.47	0.52 (1,2,3 lanes)	0.47 (4 lanes)	0.55 (1,2,3 lanes)	0.48 (4 lanes)	0.52 (1,2,3 lanes)	0.46 (4 lanes)
Yellow Change Interval	4.4	4.8		4		3.7	
Red Change Interval	2	2		2		2	

SIGNAL TIMINGS

ariner Blvd Mariner @ County Line 7/31/2013 14:00

y-Phase Timing Data

irection	Phase 1 EBL	2 WB	3 SBL	4 NB	5 WBL	6 EB	7 NBL	8 SB	9	10	11	12
inimum Green	5	8	5	5	5	8	5	5	5	5	5	5
ike Min Green	0	0	0	0	0	0	0	0	0	0	0	0
ond Serv Min Grn	0	0	0	0	0	0	0	0	0	0	0	0
alk	0	0	0	0	0	0	0	0	0	7	0	7
ed Clearance	10	10	10	10	10	10	10	10	0	99	0	99
eh Extension	3.0	6.0	5.0	5.0	3.0	6.0	5.0	5.0	5.0	5.0	5.0	5.0
lt Veh Exten	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
ax Extension	0	0	0	0	0	0	0	0	0	0	0	0
ax 1	15	35	15	28	20	35	15	28	35	35	35	35
ax 2	10	30	10	20	10	30	10	20	40	40	40	40
ax 3	0	0	0	0	0	0	0	0	0	0	0	0
st. Fail Max	0	0	0	0	0	0	0	0	0	0	0	0
llow Change	4.7	4.7	5.0	5.0	4.7	4.7	5.0	5.0	3.0	3.0	3.0	3.0
ed Clearance	1.8	2.0	2.1	2.5	1.9	2.0	3.1	2.5	1.0	1.0	1.0	1.0
ed Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
ct. B4 Init	0	0	0	0	0	0	0	0	0	0	0	0
ec/Actuation	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
ax Initial	30	30	30	30	30	30	30	30	30	30	30	30
ime B4 Reduction	0	0	0	0	0	0	0	0	0	0	0	0
ars Waiting	0	0	0	0	0	0	0	0	0	0	0	0
ime To Reduce	0	0	0	0	0	0	0	0	0	0	0	0
inimum Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

ariner Blvd Mariner @ County Line 8/5/2013 11:32

oordination Patterns

```
attern 1
vcle Length . .  120   COS . . . . .  111
'fset . . . . .   100
ehicle Permissive . . [1]    0   [2]    0
ehicle Perm 2 Displacement   0   Phase Reservice. .  NO
plits:     Phase 1-  20  2-  40  3-  20  4-  40
           Phase 5-  20  6-  40  7-  20  8-  40
           Phase 9-   0 10-   0 11-   0 12-   0   Split Sum: 0
plit Extension/Ring   [1]    0   [2]    0
plit Demand Pattern   [1]    0   [2]    0
RT Pattern. . . 0
  Phase Number:  1   2   3   4   5   6   7   8   9  10  11  12
oord Phases . .  .   .   .   X   .   .   .   X   .   .   .   .
eh Recall . . .  .   .   .   .   .   .   .   .   .   .   .   .
eh Max Recall .  .   .   .   .   .   .   .   .   .   .   .   .
ed Recall . . .  .   .   .   .   .   .   .   .   .   .   .   .
eh Omit . . . .  .   .   .   .   .   .   .   .   .   .   .   .
lt Sequence . .  A:  .   B:  .   C:  .   D:  .   E:  .   F:  .
```

ariner Blvd Mariner @ County Line 8/5/2013 11:32

IC Program Steps

tep	Program	Step Begins	Pattern	Override

TRAFFIC SIGNAL CLEARANCE INTERVAL CALCULATIONS

Location: Mariner Boulevard and County Line Road

File Name:

Calculated By: Upik Suwarno

Calculated Date: 5/29/2013

Installed By: MRV

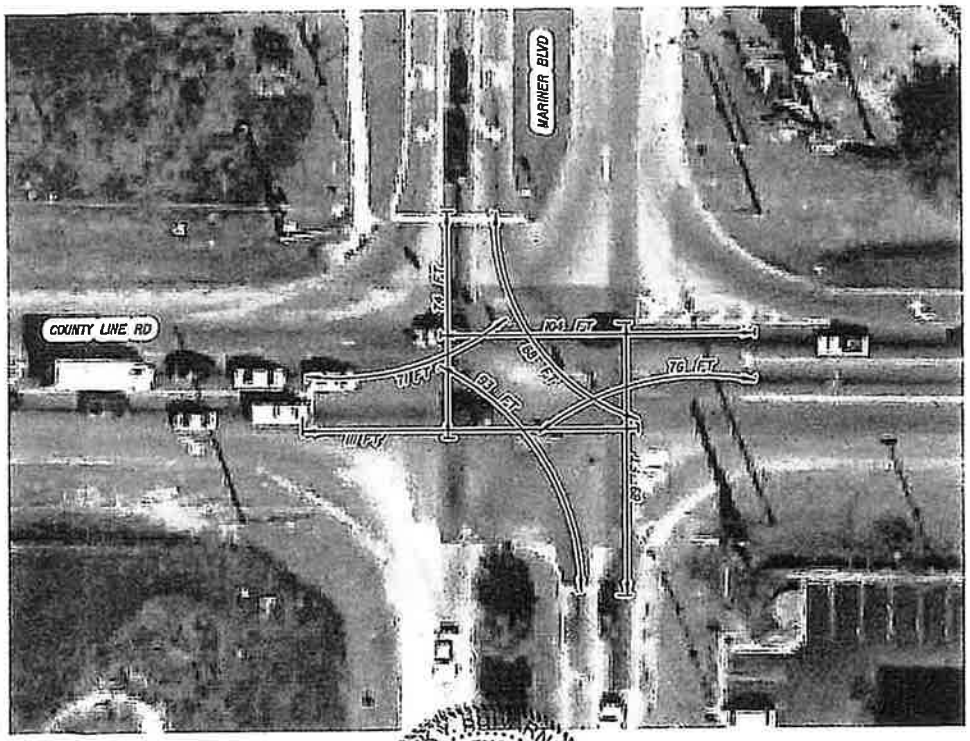
Installed Date: July 29, 2013 16:00

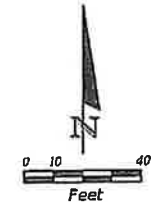
PARAMETER INPUT

Vehicular Movement		NBT	NBL	SBT	SBL	EBT	EBL	WBT	WBL
Vehicular Movement No.		4	7	8	3	6	1	2	5
Approach Speed Limit	MPH	30	30	45	45	45	45	45	45
Protected Left-Turn	Y/N	N/A	Y	N/A	Y	N/A	Y	N/A	Y
Turning Speed	MPH	N/A	25	N/A	35	N/A	35	N/A	35
Approach Grade	(%)	0.0%	0.0%	-2.7%	-2.7%	0.0%	0.0%	0.0%	0.0%
Width / Travel	w	89	93	74	88	111	71	104	76
Ped Clear Distance	Pc	N/A		N/A		N/A		N/A	
PIEV Time	t	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Decel Rate	a	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Gravity Accel	G	32.2	32.2	32.2	32.2	32.2	32.2	32.2	32.2
Length / Vehicle	L	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0

CLEARANCE TIMINGS

Direction		NBT	NBL	SBT	SBL	EBT	EBL	WBT	WBL
Vehicular Movement		4	7	8	3	6	1	2	5
Yellow Clearance Calc'd.	YCL	3.6	3.6	5.0	5.0	4.7	4.7	4.7	4.7
min YCL		3.6	3.6	5.0	5.0	4.7	4.7	4.7	4.7
INPUT YCL		5.0	5.0	5.0	5.0	4.7	4.7	4.7	4.7
Red Clearance Calc'd.	RCL	2.5	3.1	1.4	2.1	2.0	1.8	1.9	1.9
INPUT RCL		2.5	3.1	2.5	2.1	2.0	1.8	2.0	1.9
Total Vehicle INPUT Clearance		7.5	8.1	7.5	7.1	6.7	6.5	6.7	6.6
Pedestrian Movement		P4		P8		P6		P2	
Ped Clearance Calc'd	PCL	0.0		0.0		0.0		0.0	
INPUT PCL		N/A		N/A		N/A		N/A	





UPIK Y. SUWARNO LICENSE No. 62995 STATE OF FLORIDA PROFESSIONAL ENGINEER

NO.	DESCRIPTION	BY	

HERNANDO COUNTY

CLEARANCE TIMINGS DEVELOPMENT

Cardno TBE

MARINER BLVD AT COUNTY LINE ROAD

PROJECT NO: 00313-022-01

DATE: 7-3-13

SHEET NO: T-9

PASCO COUNTY FLORIDA

SIGNAL TIMING PLAN
FOR
PUBLIC RECORDS REQUEST

LOCATION:	CR 578 (N COUNTY LINE RD) & SUNCOAST SB	**WO #:**	701

LAST UPDATE:	4/27/2022	**TURN ON DATE:**	1/0/1900
CONTROLLER:	ASC/2S-2100	**SMART MONITOR:**	NO
MONITOR:	MMU	**UPS:**	YES

PH	DIRECTION	MIN	WALK	PC	PSG	MAX 1	MAX 2	MAX 3	YEL	RC	MIN REC	MAX REC	MEM ON	MEM OFF	CNA	DET SWITCH	FLASH
1	WBLT	7	0	0	3	30	0	0	4.8	2	0	0	X	0	0	0	R
2	EB	20	0	0	4	50	0	0	4.8	2	X	0	0	X	0	0	Y
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	SB RAMP	7	7	11	3	25	0	0	3.4	4.6	0	0	X	0	0	0	R
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	WB	20	7	8	4	50	0	0	4.8	2	X	0	0	X	0	0	Y
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

OVERLAP	A	0	+	0
	B	0	+	0
	C	0	+	0
	D	0	+	0

NOTES:

LAGGING LEFT TURN. SPECIAL DETECTOR ASSIGNMENT (SEE INT. LOOP CHART).

PASCO COUNTY FLORIDA

SIGNAL TIMING PLAN
FOR
PUBLIC RECORDS REQUEST

LOCATION:	CR 578 (N COUNTY LINE RD) & SUNCOAST NB	**WO #:**	700

LAST UPDATE:	2/1/2022	**TURN ON DATE:**	1/0/1900
CONTROLLER:	ASC/2S-2100	**SMART MONITOR:**	NO
MONITOR:	MMU	**UPS:**	YES

PH	DIRECTION	MIN	WALK	PC	PSG	MAX 1	MAX 2	MAX 3	YEL	RC	MIN REC	MAX REC	MEM ON	MEM OFF	CNA	DET SWITCH	FLASH
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	EB	20	0	0	4	50	0	0	4.8	2	X	0	0	X	0	0	Y
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	EBLT	7	0	0	3	25	0	0	4.8	2	0	0	X	0	0	0	R
6	WB	20	7	8	4	50	0	0	4.8	2	X	0	0	X	0	0	Y
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	NB RAMP	7	0	0	4	30	0	0	3.4	5.1	0	0	X	0	0	0	R
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

OVERLAP	A	0	+	0
	B	0	+	0
	C	0	+	0
	D	0	+	0

NOTES:

0

INTERSECTION ANALYSIS

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	477	623	110	276	753	302	269	611	187	412	430	263
Future Volume (vph)	477	623	110	276	753	302	269	611	187	412	430	263
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	7%	2%	8%	4%	2%	3%	2%	3%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Turn Type	Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	1	6	7	5	2	3	7	4	5	3	8	1
Permitted Phases			6			2			4			8
Detector Phase	1	6	7	5	2	3	7	4	5	3	8	1
Switch Phase												
Minimum Initial (s)	5.0	8.0	5.0	5.0	8.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	11.5	22.5	13.1	11.6	22.5	12.1	13.1	22.5	11.6	12.1	22.5	11.5
Total Split (s)	26.0	45.0	24.0	20.0	39.0	24.0	24.0	31.0	20.0	24.0	31.0	26.0
Total Split (%)	21.7%	37.5%	20.0%	16.7%	32.5%	20.0%	20.0%	25.8%	16.7%	20.0%	25.8%	21.7%
Yellow Time (s)	4.7	4.7	5.0	4.7	4.7	5.0	5.0	5.0	4.7	5.0	5.0	4.7
All-Red Time (s)	1.8	2.0	3.1	1.9	2.0	2.1	3.1	2.5	1.9	2.1	2.5	1.8
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.5	6.7	8.1	6.6	6.7	7.1	8.1	7.5	6.6	7.1	7.5	6.5
Lead/Lag	Lead	Lag	Lead	Lead	Lag	Lead	Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	19.2	38.6	60.5	13.1	32.6	56.2	15.2	23.5	44.1	16.9	24.2	50.9
Actuated g/C Ratio	0.16	0.32	0.50	0.11	0.27	0.47	0.13	0.20	0.37	0.14	0.20	0.42
v/c Ratio	0.90	0.59	0.13	0.81	0.82	0.39	0.65	0.91	0.30	0.88	0.62	0.37
Control Delay	69.7	36.9	4.2	70.2	49.6	15.3	57.3	65.6	13.2	70.8	48.3	15.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	69.7	36.9	4.2	70.2	49.6	15.3	57.3	65.6	13.2	70.8	48.3	15.5
LOS	E	D	A	E	D	B	E	E	B	E	D	B
Approach Delay		46.9			46.1			54.3			48.9	
Approach LOS		D			D			D			D	

Intersection Summary	
Cycle Length: 120	
Actuated Cycle Length: 120	
Offset: 100 (83%), Referenced to phase 2:WBT and 6:EBT, Start of Green	
Natural Cycle: 90	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.91	
Intersection Signal Delay: 48.8	Intersection LOS: D
Intersection Capacity Utilization 86.2%	ICU Level of Service E
Analysis Period (min) 15	

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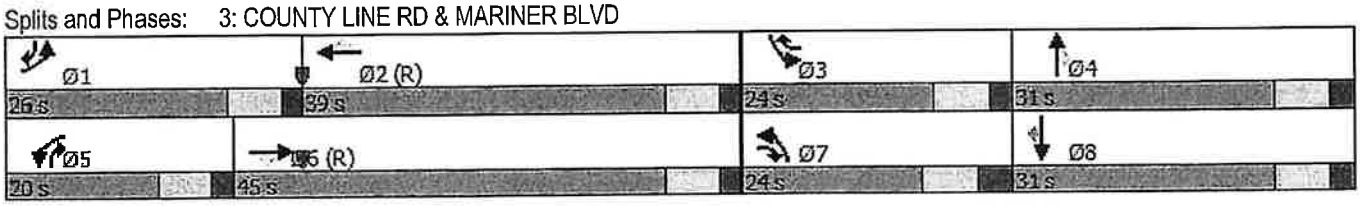
Splits and Phases: 3: COUNTY LINE RD & MARINER BLVD



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	477	635	110	297	775	324	269	611	199	424	430	263
Future Volume (vph)	477	635	110	297	775	324	269	611	199	424	430	263
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	7%	2%	8%	4%	2%	3%	2%	3%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Turn Type	Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	1	6	7	5	2	3	7	4	5	3	8	1
Permitted Phases			6			2			4			8
Detector Phase	1	6	7	5	2	3	7	4	5	3	8	1
Switch Phase												
Minimum Initial (s)	5.0	8.0	5.0	5.0	8.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	11.5	22.5	13.1	11.6	22.5	12.1	13.1	22.5	11.6	12.1	22.5	11.5
Total Split (s)	26.0	45.0	24.0	20.0	39.0	24.0	24.0	31.0	20.0	24.0	31.0	26.0
Total Split (%)	21.7%	37.5%	20.0%	16.7%	32.5%	20.0%	20.0%	25.8%	16.7%	20.0%	25.8%	21.7%
Yellow Time (s)	4.7	4.7	5.0	4.7	4.7	5.0	5.0	5.0	4.7	5.0	5.0	4.7
All-Red Time (s)	1.8	2.0	3.1	1.9	2.0	2.1	3.1	2.5	1.9	2.1	2.5	1.8
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.5	6.7	8.1	6.6	6.7	7.1	8.1	7.5	6.6	7.1	7.5	6.5
Lead/Lag	Lead	Lag	Lead	Lead	Lag	Lead	Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	19.2	38.4	60.3	13.3	32.6	56.2	15.2	23.5	44.3	16.9	24.2	50.9
Actuated g/C Ratio	0.16	0.32	0.50	0.11	0.27	0.47	0.13	0.20	0.37	0.14	0.20	0.42
v/c Ratio	0.90	0.61	0.13	0.85	0.85	0.42	0.65	0.91	0.32	0.90	0.62	0.37
Control Delay	69.7	37.3	4.2	74.6	51.2	16.2	57.3	65.6	14.0	74.1	48.3	15.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	69.7	37.3	4.2	74.6	51.2	16.2	57.3	65.6	14.0	74.1	48.3	15.5
LOS	E	D	A	E	D	B	E	E	B	E	D	B
Approach Delay		47.0			48.1			54.0			50.4	
Approach LOS		D			D			D			D	

Intersection Summary	
Cycle Length: 120	
Actuated Cycle Length: 120	
Offset: 100 (83%), Referenced to phase 2:WBT and 6:EBT, Start of Green	
Natural Cycle: 90	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.91	
Intersection Signal Delay: 49.7	Intersection LOS: D
Intersection Capacity Utilization 87.2%	ICU Level of Service E
Analysis Period (min) 15	

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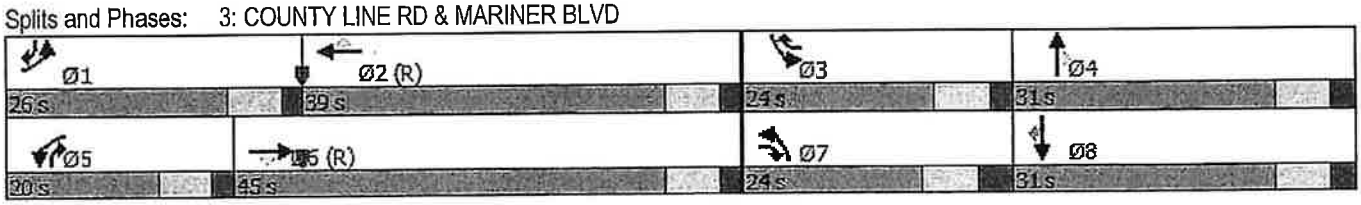
Splits and Phases: 3: COUNTY LINE RD & MARINER BLVD



Timings
3: COUNTY LINE RD & SUNCOAST PKWY SB RAMP 11/07/2023

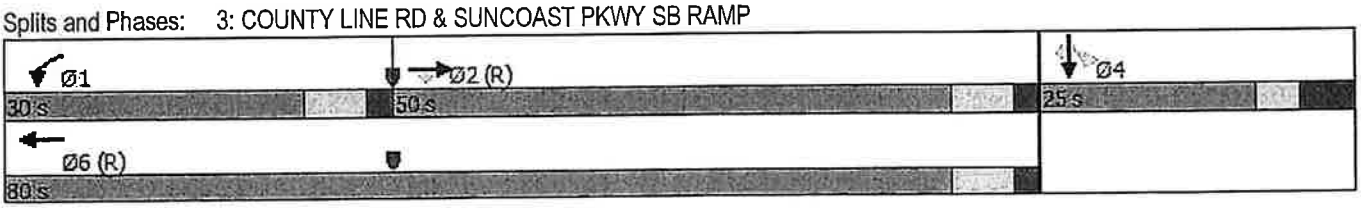


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	711	248	227	1377	0	0	0	0	79	1	107
Future Volume (vph)	0	711	248	227	1377	0	0	0	0	79	1	107
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Turn Type		NA	Perm	Prot	NA					Perm	NA	Perm
Protected Phases		2		1	6						4	
Permitted Phases			2							4		4
Detector Phase		2	2	1	6					4	4	4
Switch Phase												
Minimum Initial (s)		20.0	20.0	7.0	20.0					7.0	7.0	7.0
Minimum Split (s)		26.8	26.8	13.8	26.8					22.5	22.5	22.5
Total Split (s)		50.0	50.0	30.0	80.0					25.0	25.0	25.0
Total Split (%)		47.6%	47.6%	28.6%	76.2%					23.8%	23.8%	23.8%
Yellow Time (s)		4.8	4.8	4.8	4.8					3.4	3.4	3.4
All-Red Time (s)		2.0	2.0	2.0	2.0					4.6	4.6	4.6
Lost Time Adjust (s)		0.0	0.0	0.0	0.0						0.0	0.0
Total Lost Time (s)		6.8	6.8	6.8	6.8						8.0	8.0
Lead/Lag		Lag	Lag	Lead								
Lead-Lag Optimize?		Yes	Yes	Yes								
Recall Mode		C-Min	C-Min	None	C-Min					None	None	None
Act Effct Green (s)		54.1	54.1	19.0	79.9						10.3	10.3
Actuated g/C Ratio		0.52	0.52	0.18	0.76						0.10	0.10
v/c Ratio		0.28	0.27	0.73	0.53						0.47	0.43
Control Delay		15.9	3.1	49.5	5.3						52.9	13.7
Queue Delay		0.0	0.0	0.0	0.9						0.0	0.0
Total Delay		15.9	3.1	49.5	6.2						52.9	13.7
LOS		B	A	D	A						D	B
Approach Delay		12.6			12.3						30.4	
Approach LOS		B			B						C	

Intersection Summary

Cycle Length: 105
Actuated Cycle Length: 105
Offset: 22.5 (21%), Referenced to phase 2:EBT and 6:WBT, Start of Green
Natural Cycle: 65
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.73
Intersection Signal Delay: 13.7 Intersection LOS: B
Intersection Capacity Utilization 73.0% ICU Level of Service D
Analysis Period (min) 15

Splits and Phases: 3: COUNTY LINE RD & SUNCOAST PKWY SB RAMP

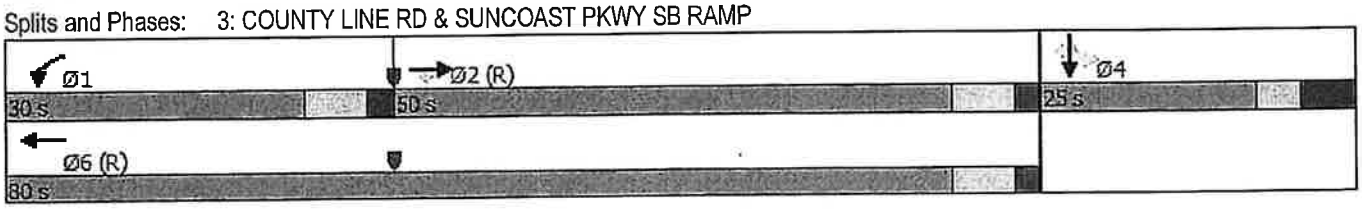


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑	↱	↰	↑↑						↰↑	↱
Traffic Volume (vph)	0	732	270	227	1396	0	0	0	0	79	1	113
Future Volume (vph)	0	732	270	227	1396	0	0	0	0	79	1	113
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Turn Type		NA	Perm	Prot	NA					Perm	NA	Perm
Protected Phases		2		1	6						4	
Permitted Phases			2							4		4
Detector Phase		2	2	1	6					4	4	4
Switch Phase												
Minimum Initial (s)		20.0	20.0	7.0	20.0					7.0	7.0	7.0
Minimum Split (s)		26.8	26.8	13.8	26.8					22.5	22.5	22.5
Total Split (s)		50.0	50.0	30.0	80.0					25.0	25.0	25.0
Total Split (%)		47.6%	47.6%	28.6%	76.2%					23.8%	23.8%	23.8%
Yellow Time (s)		4.8	4.8	4.8	4.8					3.4	3.4	3.4
All-Red Time (s)		2.0	2.0	2.0	2.0					4.6	4.6	4.6
Lost Time Adjust (s)		0.0	0.0	0.0	0.0						0.0	0.0
Total Lost Time (s)		6.8	6.8	6.8	6.8						8.0	8.0
Lead/Lag		Lag	Lag	Lead								
Lead-Lag Optimize?		Yes	Yes	Yes								
Recall Mode		C-Min	C-Min	None	C-Min					None	None	None
Act Effct Green (s)		54.1	54.1	19.0	79.9						10.3	10.3
Actuated g/C Ratio		0.52	0.52	0.18	0.76						0.10	0.10
v/c Ratio		0.29	0.29	0.73	0.53						0.47	0.45
Control Delay		16.0	3.1	49.5	5.3						52.9	15.4
Queue Delay		0.0	0.0	0.0	0.9						0.0	0.0
Total Delay		16.0	3.1	49.5	6.2						52.9	15.4
LOS		B	A	D	A						D	B
Approach Delay		12.5			12.3						30.9	
Approach LOS		B			B						C	

Intersection Summary			
Cycle Length: 105			
Actuated Cycle Length: 105			
Offset: 22.5 (21%), Referenced to phase 2:EBT and 6:WBT, Start of Green			
Natural Cycle: 65			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.73			
Intersection Signal Delay: 13.6		Intersection LOS: B	
Intersection Capacity Utilization 73.8%		ICU Level of Service D	
Analysis Period (min) 15			

Page 89 of 453

Splits and Phases: 3: COUNTY LINE RD & SUNCOAST PKWY SB RAMP

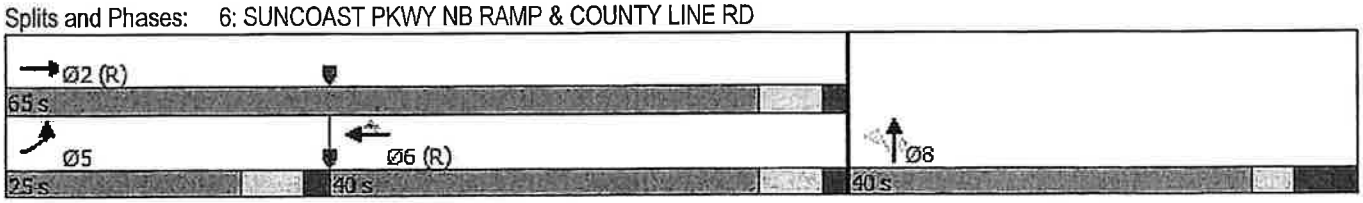


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	64	726	0	0	1110	60	492	1	235	0	0	0
Future Volume (vph)	64	726	0	0	1110	60	492	1	235	0	0	0
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.94	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Turn Type	Prot	NA			NA	Perm	Perm	NA	Perm			
Protected Phases	5	2			6			8				
Permitted Phases						6	8		8			
Detector Phase	5	2			6	6	8	8	8			
Switch Phase												
Minimum Initial (s)	7.0	20.0			20.0	20.0	7.0	7.0	7.0			
Minimum Split (s)	13.8	26.8			26.8	26.8	22.5	22.5	22.5			
Total Split (s)	25.0	65.0			40.0	40.0	40.0	40.0	40.0			
Total Split (%)	23.8%	61.9%			38.1%	38.1%	38.1%	38.1%	38.1%			
Yellow Time (s)	4.8	4.8			4.8	4.8	3.4	3.4	3.4			
All-Red Time (s)	2.0	2.0			2.0	2.0	5.1	5.1	5.1			
Lost Time Adjust (s)	0.0	0.0			0.0	0.0		0.0	0.0			
Total Lost Time (s)	6.8	6.8			6.8	6.8		8.5	8.5			
Lead/Lag	Lead				Lag	Lag						
Lead-Lag Optimize?	Yes				Yes	Yes						
Recall Mode	None	C-Min			C-Min	C-Min	None	None	None			
Act Effct Green (s)	9.6	56.5			42.8	42.8		33.2	33.2			
Actuated g/C Ratio	0.09	0.54			0.41	0.41		0.32	0.32			
v/c Ratio	0.42	0.41			0.58	0.09		0.96	0.41			
Control Delay	66.4	8.8			26.2	0.2		65.8	12.6			
Queue Delay	0.0	0.1			0.0	0.0		0.0	0.0			
Total Delay	66.4	8.8			26.2	0.2		65.8	12.6			
LOS	E	A			C	A		E	B			
Approach Delay		13.4			24.8			48.7				
Approach LOS		B			C			D				

Intersection Summary

Cycle Length: 105
Actuated Cycle Length: 105
Offset: 22.5 (21%), Referenced to phase 2:EBT and 6:WBT, Start of Green
Natural Cycle: 80
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.96
Intersection Signal Delay: 27.9 Intersection LOS: C
Intersection Capacity Utilization 73.0% ICU Level of Service D
Analysis Period (min) 15

Splits and Phases: 6: SUNCOAST PKWY NB RAMP & COUNTY LINE RD

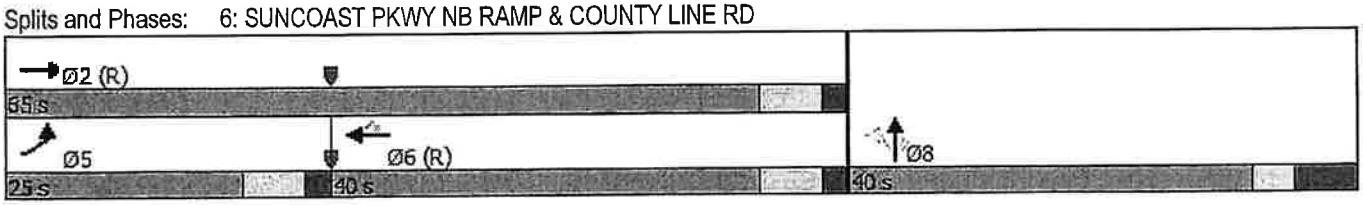


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	74	737	0	0	1116	60	505	1	235	0	0	0
Future Volume (vph)	74	737	0	0	1116	60	505	1	235	0	0	0
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.94	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Turn Type	Prot	NA			NA	Perm	Perm	NA	Perm			
Protected Phases	5	2			6			8				
Permitted Phases						6	8		8			
Detector Phase	5	2			6	6	8	8	8			
Switch Phase												
Minimum Initial (s)	7.0	20.0			20.0	20.0	7.0	7.0	7.0			
Minimum Split (s)	13.8	26.8			26.8	26.8	22.5	22.5	22.5			
Total Split (s)	25.0	65.0			40.0	40.0	40.0	40.0	40.0			
Total Split (%)	23.8%	61.9%			38.1%	38.1%	38.1%	38.1%	38.1%			
Yellow Time (s)	4.8	4.8			4.8	4.8	3.4	3.4	3.4			
All-Red Time (s)	2.0	2.0			2.0	2.0	5.1	5.1	5.1			
Lost Time Adjust (s)	0.0	0.0			0.0	0.0		0.0	0.0			
Total Lost Time (s)	6.8	6.8			6.8	6.8		8.5	8.5			
Lead/Lag	Lead				Lag	Lag						
Lead-Lag Optimize?	Yes				Yes	Yes						
Recall Mode	None	C-Min			C-Min	C-Min	None	None	None			
Act Effct Green (s)	10.2	56.5			42.2	42.2		33.2	33.2			
Actuated g/C Ratio	0.10	0.54			0.40	0.40		0.32	0.32			
v/c Ratio	0.46	0.42			0.59	0.09		0.98	0.42			
Control Delay	67.2	8.8			26.8	0.2		71.3	13.1			
Queue Delay	0.0	0.1			0.0	0.0		0.0	0.0			
Total Delay	67.2	8.9			26.8	0.2		71.3	13.1			
LOS	E	A			C	A		E	B			
Approach Delay		14.1			25.4			52.9				
Approach LOS		B			C			D				

Intersection Summary

Cycle Length: 105
Actuated Cycle Length: 105
Offset: 22.5 (21%), Referenced to phase 2:EBT and 6:WBT, Start of Green
Natural Cycle: 80
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.98
Intersection Signal Delay: 29.5 Intersection LOS: C
Intersection Capacity Utilization 73.8% ICU Level of Service D
Analysis Period (min) 15

Splits and Phases: 6: SUNCOAST PKWY NB RAMP & COUNTY LINE RD



From: William Vermillion
To: Robert Irving
Subject: FW: FDOT Project: 257298-4-52-01
Date: Tuesday, April 22, 2025 10:52:00 AM
Attachments: image002.png
image001.png
image005.png
image006.png
image007.png
image008.png
image009.png
image010.png

Per FDOT and their contractor for the County Line Road widening, they have confirmed that even though a new PD&E is being done, the current ROW on the south will hold at the existing extent of current ROW, even with the new working design. The proposed improvements will take place on the northern side.

William E. Vermillion, CNU-A
Senior Planner
Planning Services
Planning, Development, and Economic Growth Department
Pasco County
P: 727-847-8142 x8419
West Pasco Government Center
8731 Citizens Drive, Suite 210
New Port Richey, FL 34654
wvermillion@mypasco.net
www.mypasco.net

"Serving our community to create a better future."

Your feedback is important to us! Please Click Here to be directed to the Customer Comment Card.

Pasco County Social Media:

From: Barbara Wilhite <barbara@wilhitelaw.net>
Sent: Tuesday, April 15, 2025 12:16 PM
To: William Vermillion <wvermillion@pascocountyfl.net>
Subject: FW: FDOT Project: 257298-4-52-01

Barbara L. Wilhite, Esquire

Barbara L. Wilhite, P.A.
6327 Grand Blvd
New Port Richey, Florida 34652
Office: (727) 942-0733
Cell: (727) 278-1335
Fax: (727) 944-3711

CIRCULAR 230 DISCLOSURE: To ensure compliance with recently enacted U.S. Department Regulations, we are now required to advise you that unless otherwise expressly indicated, any federal tax advice contained in this communication, including any attachments, is not intended or written by us to be used, and cannot be used, by anyone for the purpose of avoiding federal tax penalties that may be imposed by the federal government or for promoting, marketing or recommending to another party any tax related matters addressed herein.

From: Fiori, Bruno <Bruno.Fiori@aecom.com>
Sent: Thursday, December 26, 2024 3:40 PM
To: Alex Kusmierz <Alex@suncoastcivil.com>
Cc: marylou.godfrey <marylou.godfrey@dot.state.fl.us>
Subject: RE: FDOT Project: 257298-4-52-01

You don't often get email from bruno.fiori@aecom.com. Learn why this is important

Hi Alex, we have not begun the design yet, so we don't have plans that would be useful for you. We have older plans (please see attached 2009 partial plans between Alexson St. and Sparks Rd.), but you will not be able to use these plans as the basis of your design because the currently proposed Typical Section is very different than what was proposed in 2009 (see attached concept Typical Section). Therefore, sidewalk and median locations will not be as shown in the 2009 plans. The only thing that is staying consistent is that both the 2009 design and the current design hold the existing RW on the south side (Pasco Co.) and the proposed improvements are to the north, into Hernando Co.

Considering you're proposing a left-turn lane, access connection, and pedestrian facilities, we may need to discuss this further to determine the most efficient way to approach your design in anticipation of ours. I'm available to coordinate with you further if you'd like to reach out to me.

Thanks,

Bruno J. Fiori, PE
Associate Vice President
Surface Transportation
Location Quality Manager, Tampa
C (813) 390-0238
Bruno.Fiori@aecom.com



www.aecom.com

From: Alex Kusmierz <Alex@suncoastcivil.com>
Sent: Monday, December 23, 2024 5:27 PM
To: Godfrey, Mary Lou <MaryLou.Godfrey@dot.state.fl.us>
Subject: FDOT Project: 257298-4-52-01

EXTERNAL SENDER: Use caution with links and attachments.

Good evening Marylou,

I am getting started on design for a residential subdivision on the South (Pasco County) side of County Line Rd adjacent to the referenced FDOT project. I see online that this project is in design. Could you please share your current design plans from Alexson Street to Sparks Rd? We will have a left-turn lane, access connection, & pedestrian facilities to coordinate.

Thank you and Happy Holidays!

Alex Kusmierz, P.E.
Principal
C: (616) 755-2052
O: (813) 694-7676 ext. 2



2600 Cypress Ridge Blvd, STE A
Wesley Chapel, FL 33544

35073

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-032 was published in said newspaper by print in the issues of 04/30/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **04/30/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARINGS
ON REZONINGS FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, May 15, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, June 17, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.,** to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Daniel CC Lian/Arcola Townhomes MPUD (RZ-7850) petition for a rezoning from a A-R Agricultural-Residential District to a MPUD Master Planned Unit Development District for a parcel located at the northwest corner of Crela Drive and Annhurst Lane (aka 19-24-18-0000-00500-0000).

2. K&M Pasco 130 Holdings LLC & Olusanya A Oyekoya & Regina LM Matthews MPUD (RZ-7749) petition for a rezoning from a A-C Agricultural District and a C-1 Neighborhood Commercial District to a MPUD Master Planned Unit Development District for a parcel located on the south side of County Line Road, approximately one and one-quarter miles west of the Suncoast Parkway (aka 04-24-18-0000-00600-0000 et al).

3. Kasting LLC/Little Road Rezoning (RZ-7868) petition for a rezoning from a PO-2 Professional Office District to a C-1 Neighborhood Commercial District with deed restrictions for a parcel located on the northeast corner of the intersection of Little Road and Jasmine Boulevard (aka 13-25-16-0020-00000-0025).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-032

April 30, 2025 35073-3

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

CLARKE G. HOBBY, ESQ. / HOBBY & HOBBY, P.A.
Record Title Holder(s) or Authorized Representative Name(s)

That it is the owner and record title holder or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 04-24-18-0000-00600-0000 and 04-24-18-0000-00200-0010

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: PASCO MINE PD / MPUD

Project Number: CPAS 23(18) and RZ 7749

Request: APPLICATION FOR ZONING AMENDMENT TO MPUD and COMP PLAN AMENDMENT TO PD

That attached is the following:

____ Proof of publication from the _____ (newspaper name, if applicable).

__X__ Certificate of mailing for the notices, which were mailed on 06/04/25 (Date).

__X__ Photos showing the placement of and language on the signage, which was posted on 06/05/25 (Date).

FURTHER AFFIANT SAYETH NOT

Clarke G. Hobby

The foregoing instrument was acknowledged before me the 6/5/25 (date), by Clarke G. Hobby (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

DANYETTE RODRIGUEZ NOTARY PUBLIC MY COMMISSION EXPIRES 2-23-2028 STATE OF FLORIDA COMMISSION NUMBER HH 482726

NOTARY PUBLIC

HOBBY & HOBBY, P.A.
Attorneys and Counselors at Law

H. Clyde Hobby
Clarke G. Hobby
John C. White (of counsel)

109 N. Brush St., Ste. 250
Tampa, FL 33602
Telephone (813) 223-3338
Facsimile (813) 223-9606

UNITED STATES POSTAL SERVICE

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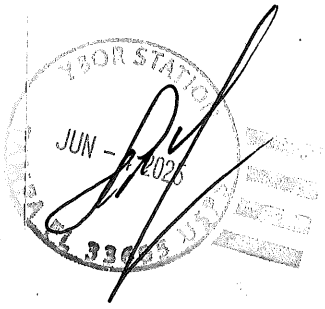

CERTIFICATE OF MAILING
FOR
PASCO MINE – RZ 7749 and CPAS 23(18)

K & M PASCO 130 HOLDINGS LLC
3680 AVALON PARK EAST BLVDSTE 300
ORLANDO, FL 32828-9373

PASCO 40 INC
6915 STATE ROAD 54
NEW PORT RICHEY, FL 34653-6023

FL DEPT OF TRANSPORTATION BUREAU
OF RIGHT OF WAY
11201 MCKINLEY DR
TAMPA, FL 33612-6456

PINETOP MEADOWS LLC
6101 E GRANT RD
TUCSON, AZ 85712

QUALITY INVESTMENTS OF FL LLC
2308 CAMP INDIANHEAD RD
LAND O LAKES, FL 34639-5287

BRYON DONALD LEE & VICKIE SUE &
BRYON DONALD PAUL
18624 COUNTY LINE RD
SPRING HILL, FL 34610-1813

HICE TRENTON & HICE ADAM &
HICE MARK3156 BAY LN
CLEARWATER, FL 33759-4451

FARHADI MATT MEDI REVOCABLE LIVING
TRUST FARHADI MATT MEDI TRUSTEE
12303 MEMORIAL HWY
TAMPA, FL 33635

COUNTY LINE ACQUISITIONS LLC
18430 COUNTY LINE RD
SPRING HILL, FL 34610-1812

HALMO MARTIN
432 SAYLOR LN
ALTOONA, PA 16601-8619

VICTORIOUS LIFE ASSEMBLY OF GOD INC
6224 OLD PASCO RD
WESLEY CHAPEL, FL 33544-3434

18824 CL LLC
18824 COUNTY LINE RD
SPRING HILL, FL 34610-6132

THOMAS RYAN M
66 STOVE RD
BARTO, PA 19504

NORTHRIDGE 829 LLC
1409 TECH BLVD SUITE 1
TAMPA, FL 33619

PASCO COUNTY FACILITIES
MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359



UNITED STATES POSTAL SERVICE

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33605
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AMOUNT
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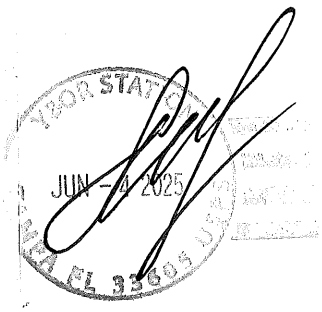
JUN - 4 2025
TAMPA FL 33605 USPS



HERNANDO COUNTY
20 N MAIN ST RM 460
BROOKSVILLE FL 34601-2893

SEXTON HARBURG LLC
5203 COTO PL
VALRICO FL 33596-8264

DEUSER TONY JAMES
VUONG BINH NHU
89 GILLIAN DR
SPRING HILL FL 34609-9372

MHC TOPICS LLC
C/O DUFF & PHELPS, A KROLL BUSINESS
PO BOX 618990
CHICAGO IL 60661-8951

BASS VALENTINA
13588 HUNTERS POINT ST
SPRING HILL FL 34609-0757

TIRES UNLIMITED & SERVICE LLC
10377 COUNTY LINE RD
SPRING HILL FL 34609-5623

DAVIS MICHELLE,
BIEGAJ FRANCIS
77 GILLIAN DR
SPRING HILL FL 34609-9372

NICOLINI MICHELLE
13112 ZARBIS DR
SPRING HILL FL 34609-9301

JARVIS KATHLEEN
97 GILLIAN DR
SPRING HILL FL 34609-9372

ZENO HECTOR, ZENO GLORIA,
ZENO KEVIN
14793 LINDEN DR
SPRING HILL FL 34609-9001

KINDS JAN
13132 ZARBIS DR
SPRING HILL FL 34609

HUBBARD ROBERT M
HUBBARD IRENE S
13134 SUSSEX ST
SPRING HILL FL 34609-9306

HAMOUI MOHAMED NAZIR TTEE
HAMOUI NADA TTEE
2609 MILFORD BERRY LN
TAMPA FL 33618-1921

BRENNAN JACQUELYN M
65 GILLIAN DR
SPRING HILL FL 34609-9372

SFR II BORROWER 2021 3 LLC
120 S RIVERSIDE PLZ STE 2000
CHICAGO IL 60606-6995

HOMEOWNERS ASSOCIATION OF
AVALON WEST INC
6522 GUNN HWY
TAMPA FL 33625-4022

LANDBUILDER LLC
6522 GUNN HWY
TAMPA FL 33625-4022

M I HOMES OF TAMPA LLC
4343 ANCHOR PLAZA PKWY STE 200
TAMPA FL 33634-7508

IH CENTRAL FLORIDA LLC
6522 GUNN HWY
TAMPA FL 33625-4022

HERNANDO COUNTY
15470 FLIGHT PATH DR
BROOKSVILLE FL 34604-6823

MEOLA JOHN
MEOLA LINDA M
48 GILLIAN DR
SPRING HILL FL 34609-9371

BARR JOHN H
BARR SUSAN
37908 CHERRY LAKE RD
FRUITLAND PARK FL 34731-5149

LACERDA JOSEPH S
LACERDA JUDITH L
41 GILLIAN DR
SPRING HILL FL 34609-9304

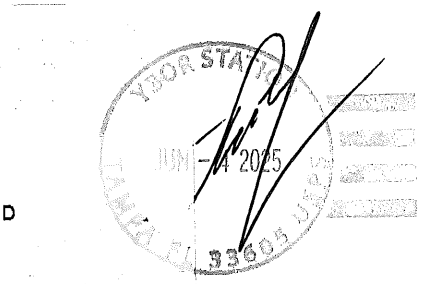
GIBB RONALD D, THOMAS GERALD A,
THOMAS SHARON L
PO BOX 5138
SPRING HILL FL 34611-5138

ADAMSKI ANNETTE J
2516 WAUKEGAN RD #334
GLENVIEW IN 60025

LIBENGOOD TYSON L
LIBENGOOD AMANDA N
60 GILLIAN DR
SPRING HILL FL 34609-9371

BARNETT SCELLAR
40 GILLIAN DR
SPRING HILL FL 34609-9371

HARRIS RANDALL S TTEE
HARRIS PAMELA J TTEE
13157 ZARBIS DR
SPRING HILL FL 34609-9093





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HOBBY & HOBBY, P.A.

Attorneys and Counselors at Law

H. Clyde Hobby
Clarke G. Hobby
John C. White (of counsel)

109 N. Brush St., Ste. 250
Tampa, FL 33602
Telephone (813) 223-3338
Facsimile (813) 223-9606

Dear Property Owner:

This is to notify you that on the dates below, Pasco County intends to consider the following Applications:

MASTER PLANNED UNIT DEVELOPMENT("MPUD"):

Application for Zoning Amendment, Pasco County File No. RZ-7749, to rezone the subject property from C-1 Neighborhood Commercial District and A-C Agricultural District to MPUD Master Planned Unit Development District for the development of a mixed-use development consisting of retail and industrial uses.

COMPREHENSIVE PLAN AMENDMENT:

Small-Scale Comprehensive Plan Amendment, Pasco County File No. CPAS 23(18), to the Future Land Use Map from RES-1 (Residential-1 du/ga) to PD (Planned Development).

The property is located at the south side of Pasco-Hernando County Line Road, approximately 1.2 miles west of the Suncoast Parkway *(*Pasco County Parcel Nos.: 04-24-18-0000-00600-0000 and 04-24-18-0000-00200-0010) and contains 19.41 acres, more or less.

Public hearings for the consideration of this application will be held:

Planning Commission	**06/19/25**	**West Pasco Govt. Center 1st Floor, Board Room 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**
Board of County Commissioners	**07/15/25**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition.

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Any person desiring to appeal any decision made by the Planning Commission or Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Planning and Development Department.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Sincerely,

Clarke G. Hobby

Clarke G. Hobby

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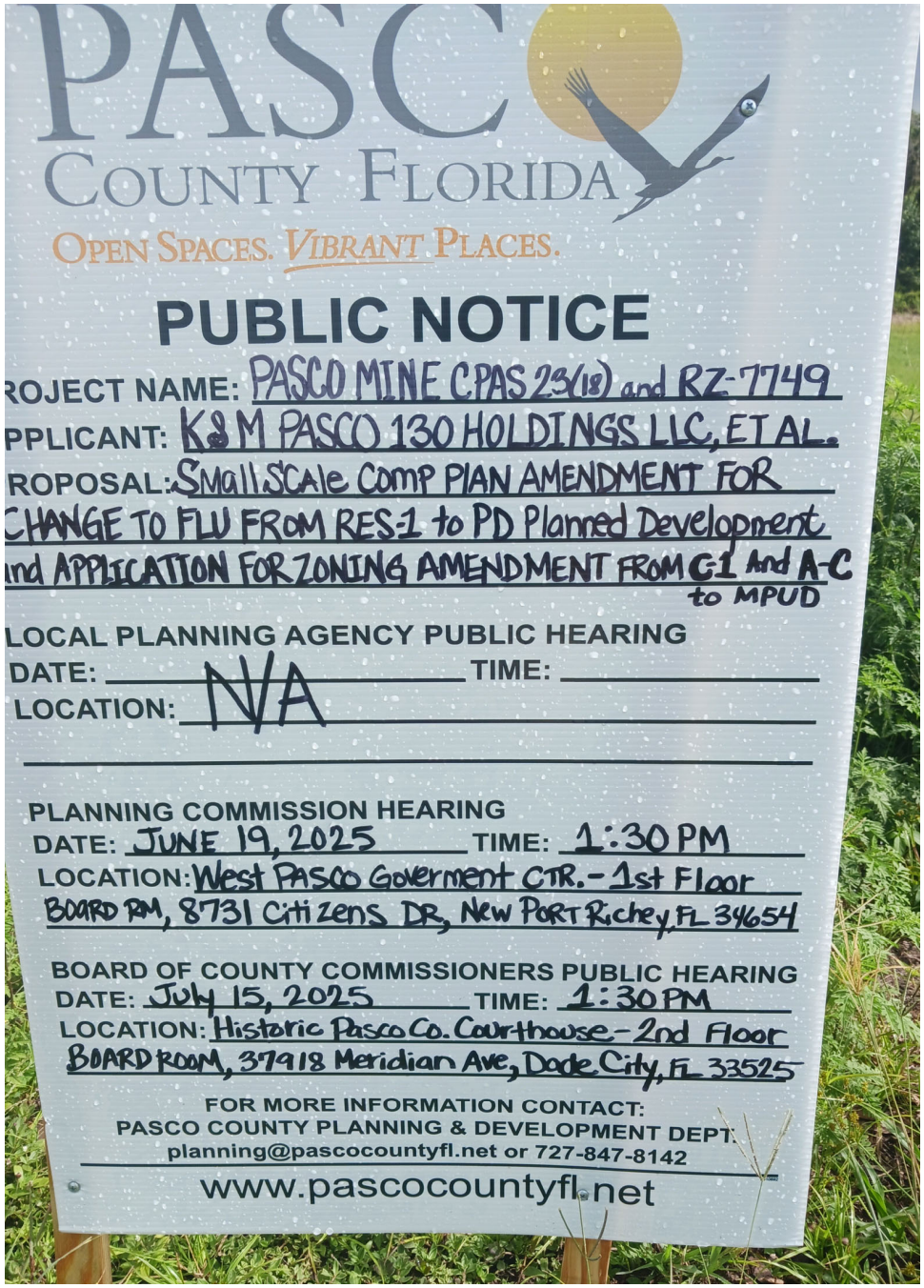

PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
PUBLIC NOTICE
ROJECT NAME: PASCO MINE C.PAS 23(18) and RZ-7749
PPLICANT: K&M PASCO 130 HOLDINGS LLC, ET AL.
ROPOSAL: Small Scale Comp Plan AMENDMENT FOR
CHANGE TO FLU FROM RES-1 to PD Planned Development
nd APPLICATION FOR ZONING AMENDMENT FROM C-1 and A-C
to MPUD
LOCAL PLANNING AGENCY PUBLIC HEARING
DATE: NA TIME:
LOCATION: NA
PLANNING COMMISSION HEARING
DATE: JUNE 19, 2025 TIME: 1:30 PM
LOCATION: West PASCO Goverment CTR. - 1st Floor
BOARD RM, 8731 Citizens DR, New PORT Richey, FL 34654
BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING
DATE: July 15, 2025 TIME: 1:30 PM
LOCATION: Historic Pasco Co. Courthouse - 2nd Floor
BOARD ROOM, 37918 Meridian Ave, Dade City, FL 33525
FOR MORE INFORMATION CONTACT:
PASCO COUNTY PLANNING & DEVELOPMENT DEPT.
planning@pascocountyfl.net or 727-847-8142
www.pascocountyfl.net


PASCO
COUNTY FLORIDA
PUBLIC NOTICE

LOCAL PLANNING AGENCY
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** PDE25-0148 **DATE:** 6/19/2025

SUBJECT: Comprehensive Plan Amendment (Consent) – CPAS24 (22) River Ridge PD – Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 11) From Res-3 (Residential-3 Du/Ga) To PD (Planned Development) On Approximately 10.42 Acres Of Real Property Located On The South Side Of Ridge Road Approximately 1,185 Feet West Of The Intersection Of Ridge Road And Moon Lake Road; And Res-6 (Residential-6 Du/Da) To PD (Planned Development) On Approximately 13.03 Acres Of Real Property Located On The South Side Of Ridge Road Approximately 1,187 Feet West Of The Intersection Of Ridge Road And Moon Lake Road; And Res-9 (Residential-9 Du/Ga) To PD (Planned Development) On Approximately 9.86 Acres Of Real Property Located On The East Side Of Moon Lake Road Approximately 1,455 Feet North Of The Intersection Of Ridge Road And Moon Lake Road; And A Text Amendment Creating Subarea Policy Flu 7.1.84 – River Ridge PD; And A Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9 (84) River Ridge PD.

REFERENCES: All Local Planning Agency (LPA) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): LPA at NPR on 6/19/2025 – BCC at DC on 7/15/2025

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED AGENCY ACTION:

Recommend the Local Planning Agency (LPA) find the proposed amendment consistent with the Comprehensive Plan.

BACKGROUND:

PROJECT OVERVIEW

The petitioner is requesting a Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation on Parcels K3, I2, and P2 which is part of the existing River Ridge MPUD Master Planned Unit Development District, and set forth in Subarea Policy FLU 7.1.84:

- Parcel K3 – 29-25-17-0000-00600-0000
  - From RES-6 (Residential-6 du/ga) to PD (Planned Development) to reinstate the existing entitlements previously approved as part of the River Ridge DRI and allow for the development of 125,000 square feet of retail/office/commercial on approximately 13.03 acres. This request is an increase in intensity from 60,715 square feet to 125,000 square feet, which will result in a net gain of 64,285 square feet for retail/office/commercial uses.

- Parcel I2 – 30-25-17-0000-00200-0000
  - From RES-3 (Residential-3 du/ga) to PD (Planned Development) to reinstate the existing entitlements previously approved as part of the River Ridge DRI. This will result in allowing 13,590 square feet of retail/commercial/office development on approximately 10.42 acres. There is no request to increase entitlements on this parcel.

- Parcel P2 – 29-25-17-0000-00400-0020
    - From RES-9 (Residential-9 du/ga) to PD (Planned Development) to reinstate the existing entitlements previously approved as part of the River Ridge DRI. This will result in allowing 7,500 square feet of retail/commercial/office development and 225 multifamily units on approximately 9.86 acres. There is no request to increase entitlements on this parcel.

The River Ridge MPUD Master Planned Unit Development District was approved on November 24, 1981, before the effective date of the Pasco County Comprehensive Plan on April 8, 1991 (Ord. No. 90-14). On April 10, 2024, the Board of County Commissioners (BCC) approved the rescission of the associated Development of Regional Impact (DRI) for the River Ridge community (Resolution No. 24-48RZ). As a result of the DRI rescission, a portion of the entitlements previously approved on the River Ridge MPUD were also rescinded as the conditions of approval (COAs) in the MPUD referenced the River Ridge DRI Master Plan and did not establish COAs specific to granting entitlement(s).

The intent of the PD amendment is to remedy the inconsistencies created as a result of the River Ridge DRI rescission, and to ensure that parcels K3, I2, and P2 retain the previously approved entitlements within the River Ridge MPUD. As a result, this amendment will enable a maximum development potential of 138,590 square feet of commercial/office/retail uses and 225 multi-family dwelling units on approximately 33.31 acres.

This agenda memo was prepared by: Brian Yunker, Planner II

GENERAL INFORMATION	
Agent of Record	Barbara L. Wilhite, P.A.
Applicant	Hartland Limited Partnership
Project Address	New Port Richey, Florida

SITE DETAILS

Parcel ID	Acres	Existing Futre Land Use(s)	Existing Zoning	Proposed Future land Use(s)	Existing Use(s)	Proposed Use(s)
29 25 17 0000 00600 0000 (Parcel K3)	13.03	RES-6 (Residential-6 du/ga)	MPUD Master Planned Unit Development District	PD (Planned Development)	Vacant	Retail/Commercial/Office
30 25 17 0000 00200 0000	10.42	RES-3 (Residential-3 du/ga)	MPUD Master Planned Unit	PD (Planned Development)	Vacant	Retail/Commercial/Office

(Parcel I2)			Development District			
29 25 17 0000 00400 0020 (Parcel P2)	9.86	RES-9 (Residential-9 du/ga)	MPUD Master Planned Unit Development District	PD (Planned Development)	Vacant/Commercial	Retail/Commercial/Office & Multi-Family Residential

SURROUNDING ZONING AND LAND USES (K3 Parcel)			
	Zoning District	Future Land Use (FLU)	Existing Use
North	A-C Agricultural District, R-4 High Density Residential District	RES-6 (Residential-6 du/ga)	Single Family Residential
South	MPUD Master Planned Unit Development District	RES-6 (Residential-6 du/ga)	Single Family Residential; River Ridge MPUD
East	MPUD Master Planned Unit Development District	RES-6 (Residential-6 du/ga)	Neighborhood Commercial; River Ridge MPUD
West	MPUD Master Planned Unit Development District	RES-6 (Residential-6 du/ga)	Single Family Residential; River Ridge MPUD

SURROUNDING ZONING AND LAND USES (I2 Parcel)			
	Zoning District	Future Land Use (FLU)	Existing Use
Norht	R-1 Rural Density Residential District	RES-3 (Residential-3 du/ga)	High Density Residential
South	MPUD Master Planned Unit Development District	RES-3 (Residential-3 du/ga)	Single Family Residential; River Ridge MPUD
East	MPUD Master Planned Unit Development District	RES-3 (Residential-3 du/ga)	Single Family Residential; River Ridge MPUD
West	PUD Planned Unit Development District	RES-3 (Residential-3 du/ga)	Light Industrial

SURROUNDING ZONING AND LAND USE (P2 Parcel)			
	Zoning District	Future Land Use (FLU)	Existing Use

North	C-2 General Commercial District	ROR (Retail/Office/Residential)	Electric Station
South	MPUD Master Planned Unit Development District	RES-9 (Residential-9 du/ga)	Vacant; River Ridge MPUD
East	C-2 General Commercial District, MPUD Master Planned Unit Development District	ROR (Retail/Office/Residential), RES-9 (Residential-9 du/ga)	Vacant; Communication Tower; River Ridge MPUD
West	A-C Agricultural District, C-2 General Commercial District	ROR (Retail/Office/Residential), RES-9 (Residential-9 du/ga)	Neighborhood Commercial

See Appendix for zoning and FLU terms at the end of this report.

FINDINGS OF FACTS

The Administrative Element of the Comprehensive Plan provides a framework by which proposed Amendments shall be evaluated. The following are the Planning, Development and Economic Growth Department's (PDE) findings of fact per each evaluation criterion.

1. **Consistency of Proposed Change with the Goals, Objectives, and Policies.** The Planning, Development and Economic Growth Department (PDE) determined the proposed CPA to be consistent with the Comprehensive Plan; as outlined in the Comprehensive Plan Consistency Analysis below.
2. **Additional Amendments Recommended.** There is an accompanying rezoning petition in the name of Rezoning Petition No. 7688 River Ridge MPUD submitted concurrently after the Comprehensive Plan Amendment is effective.
3. **Analysis of the Capital Costs, Service Requirements, and Benefits.** Pasco County shall collect and utilize impact fees pursuant to Chapter 1300 of the Land Development Code (LDC) and Chapter 11 of the Comprehensive Plan including but not limited to mobility, school, fire, library, parks and recreation, water, and sewer. Any increased capital costs and services resulting from the proposed amendment will be addressed through the payment of impact fees, increased ad valorem taxes, special assessments, or other revenue sources designed to recapture the costs of providing public facilities and services to new growth.

COMPREHENSIVE PLAN CONSISTENCY ANALYSIS (Parcels K3, I2, P2)

The following is a discussion of the Comprehensive Plan Policies that support the recommendation to approve the proposed amendment.

Pursuant to Section 203, Local Planning Agency, of the LDC, the Planning Commission is designated by the Board of County Commissioners as the Local Planning Agency (LPA) and shall have all the functions, powers, and duties as set forth in Section 163.3174, Florida Statutes. For the purposes of comprehensive plan amendments, the LPA shall review proposed amendments as to their consistency with the adopted Pasco County Comprehensive Plan.

COMPREHENSIVE PLAN CONSISTENCY ANALYSIS (Parcel K3)

PD (PLANNED DEVELOPMENT)

The intent of the PD FLU is to provide for a variety of land uses and intensities within a development site. The applicant proposes an amendment from RES-6 to PD to allow for the development of 125,000 square feet of retail/commercial/office on approximately 13.03 acres. This would equate to approximately .22 Floor Area Ratio (FAR) on the K3 parcel. The purpose of this amendment is to re-adopt the previously approved 60,715 square feet of commercial uses entitled in the existing River Ridge DRI and request an increase of 64,285 square feet of nonresidential intensity to allow for a maximum development of up to 125,000 square feet of commercial/office/retail. This amendment will result in a net gain of 64,285 square feet of commercial/office/retail uses that are consistent with the character of the surrounding area.

Furthermore, parcel K3 is in an optimal location to achieve a net gain in commercial opportunities by adding an additional 64,285 square feet of commercia/office/retail uses along Ridge Road, a County arterial roadway. The intent of the proposed project is to reinstate the River Ridge entitlements and allow for the request to increase commercial/office/retail entitlements through the proposed PD FLU. The proposed amendment is consistent with the intent of the PD FLU as it aligns with the general range of potential uses for nonresidential developments.

POLICY FLU 8.1.3: - CENTRAL MARKET AREA ESTABLISHMENT

The vision and mission of the Central Market Area is the creation of a compact and mixed-use location to preserve open space, enhance existing ecological areas, and attract a broad selection of employers to designated employment centers and nodes.

The proposed project aligns with the intent of the Central Market Area as the applicant is proposing to develop commercial/retail/office uses along the frontage of Ridge Road, a County arterial roadway, and encourages job growth, and integrates non-residential uses into the surrounding community. The proposed amendment will create job opportunities and aligns with the vision and mission to encourage commercial uses near to residential locations. Therefore, the applicant's proposal is consistent with Policy FLU 8.1.3.

POLICY FLU 1.6.1: - COMMERCIAL DEVELOPMENT

According to Policy FLU 1.6.1.a, commercial development may only be permitted within areas designated as COM (Commercial) or TC (Town Center) on the Future Land Use Map with the exception if the development occurs in the PD (Planned Development) Future Land Use classification.

The proposed project aligns with the intent of Policy FLU 1.6.1.a as the project seeks to re-adopt the previously approved commercial entitlements on parcel K3 pursuant to Rezoning Petition No. 1530, approved on September 19, 2016. The proposed amendment includes a Subarea Policy that allows for a general range of potential uses to include commercial, retail, and office uses within the proposed PD FLU. Therefore, the proposed amendment to PD FLU is consistent with Policy FLU 1.6.1.a since commercial development is permitted within a PD FLU classification.

POLICY FLU 1.8.7: - ECONOMIC DEVELOPMENT

Pasco County shall encourage development which will contribute more to the County in revenue than it will consume in services, provided that such development can be accomplished within the spirit of this Comprehensive Plan.

The proposed amendment aligns with the intent of Policy FLU 1.8.7 by enabling the development of commercial and other non-residential uses to be located along Ridge Road, a County arterial roadway. By placing these non-residential uses along major roadways, the commercial areas are centralized within the River Ridge MPUD community where existing infrastructure can accommodate this level of development and serve the existing and future residents within the area. Additionally, the increase in non-residential uses will generate higher taxes for the County and lower service demands as compared to residential development. Therefore, the applicant's proposal is consistent with Policy FLU 1.8.7.

POLICY FLU 1.8.10: - PRESERVATION OF CAPACITY FOR EMPLOYMENT GENERATING USES

The County shall, through the development review process, ensure that adequate land and transportation capacity is available for present and future high-paying, employment-generating land uses, such as office, industrial, and employment center uses.

The proposed project aligns with Policy FLU 1.8.10 by adding 125,000 square feet of commercial opportunities on parcel K3 to the area and by enabling commercial development to occur along the south side of Ridge Road. The proposed level of intensity aligns with the 2025 Pasco County Comprehensive Plan. There is adequate land and transportation capacity available to accommodate the proposed level of commercial development. Therefore, the proposed amendment is consistent with Policy FLU 1.8.10.

COMPREHENSIVE PLAN CONSISTENCY ANALYSIS (Parcel I2)

PD (PLANNED DEVELOPMENT)

The intent of the PD FLU is to provide for a variety of land uses and intensities within a development site. The applicant proposes an amendment from RES-3 to PD to reinstate the previously approved 13,590 square feet of retail/commercial/office set forth in the River Ridge DRI on approximately 10.42 acres. This would equate to approximately .03 FAR on the I2 parcel. There is no request to increase intensity on parcel I2.

The applicant's proposed amendment is consistent with the original intent of the River Ridge DRI/MPUD as it would continue to enable commercial development on Parcel I2 as approved on September 19, 2016. The proposed amendment includes a Subarea Policy that allows for a general range of potential uses to include commercial, office, and residential uses and aligns with the intent of the PD FLU classification.

POLICY FLU 8.1.3: - CENTRAL MARKET AREA ESTABLISHMENT

The vision and mission of the Central Market Area is the creation of a compact and mixed-use location to preserve open space, enhance existing ecological areas, and attract a broad selection of employers to designated employment centers and nodes.
The proposed project aligns with the intent of the Central Market Area as the applicant is proposing to develop commercial/retail/office uses along the frontage of Ridge Road, a County arterial roadway, and encourages job growth, and integrates non-residential uses into the surrounding community. The intent of this amendment is to retain the existing entitlements permitted through the River Ridge DRI/MPUD and enable commercial development to occur on this site. Therefore, the applicant's proposal is consistent with Policy FLU 8.1.3.

POLICY FLU 1.6.1: - COMMERCIAL DEVELOPMENT

According to Policy FLU 1.6.1.a, commercial development may only be permitted within areas

designated as COM (Commercial) or TC (Town Center) on the Future Land Use Map with the exception if the development occurs in the PD (Planned Development) Future Land Use classification.

The proposed project aligns with the intent of Policy FLU 1.6.1.a. as the project seeks to re-adopt the previously approved commercial entitlements on parcel I2 pursuant to Rezoning Petition No. 1530, approved on September 19, 2016. The proposed amendment includes a Subarea Policy that allows for a general range of potential uses to include commercial, retail, and office uses within the proposed PD FLU. Therefore, the proposed amendment PD FLU is consistent with Policy FLU 1.6.1.a. as commercial development is permitted within a PD FLU classification.

POLICY FLU 1.8.7: - ECONOMIC DEVELOPMENT

Pasco County shall encourage development which will contribute more to the County in revenue than it will consume in services, provided that such development can be accomplished within the spirit of this Comprehensive Plan.

The proposed amendment aligns with the intent of Policy FLU 1.8.7 by enabling the development of commercial and other non-residential uses to be located along Ridge Road, a County arterial roadway. By placing these non-residential uses along major roadways, the commercial areas are centralized within the River Ridge MPUD community where existing infrastructure can accommodate this level of development and serve the existing and future residents within the area. Additionally, the non-residential uses will generate higher taxes for the County and lower service demands as compared to residential development. Therefore, the applicant's proposal is consistent with Policy FLU 1.8.7.

POLICY FLU 1.8.10: - PRESERVATION OF CAPACITY FOR EMPLOYMENT GENERATING USES

The County shall, through the development review process, ensure that adequate land and transportation capacity is available for present and future high-paying, employment-generating land uses, such as office, industrial, and employment center uses.

The proposed project aligns with Policy FLU 1.8.10 by reinstating 13,590 square feet of employment-generating opportunities in parcel I2 to the area and by enabling commercial development to occur along the south side of Ridge Road. By ensuring this land is available to accommodate the proposed level of intensity, the project aligns with the 2025 Pasco County Comprehensive Plan and preserves land for long-term employment growth, utiliziing existing transportation infrastructure to support commercial activity. Therefore, the proposed amendment is consistent with Policy FLU 1.8.10.

COMPREHENSIVE PLAN CONSISTENCY ANALYSIS (Parcel P2)

PD (PLANNED DEVELOPMENT)

The intent of the PD FLU is to provide for a variety of land uses and intensities within a development site. The applicant proposes an amendment from RES-9 to PD to reinstate the previously approved 7,500 square feet of retail/commercial/office and 225 multifamily units as set forth in the River Ridge DRI on approximately 9.86 acres. This would equate to approximately .02 FAR, and approximately 22.8 du/ga on the P2 parcel. However, the intent of the PD FLU is to enable commercial development to occur on this parcel. The residential uses are currently permitted through the RES-9 FLU and are intended to remain consistent with the previously approved entitlements. There is no request to increase density/intensity on parcel P2.

The applicant's proposed amendment is consistent with the original intent of the River Ridge DRI/MPUD as it would continue to enable commercial and residential development on parcels P2 as approved on September 19, 2016. The proposed amendment includes a Subarea Policy that allows for a general range of potential uses to include commercial, office, and residential uses and aligns with the intent of the PD FLU classification.

POLICY FLU 8.1.3: - CENTRAL MARKET AREA ESTABLISHMENT

The vision and mission of the Central Market Area is the creation of a compact and mixed-use location to preserve open space, enhance existing ecological areas, and attract a broad selection of employers to designated employment centers and nodes.

The proposed project aligns with the intent of the Central Market Area as the applicant is proposing to develop commercial/retail/office and residential uses along the frontage of Moon Lake Road, a County arterial roadway, and encourages job growth, and integrates non-residential and residential uses into the surrounding community. The combination of multifamily housing and non-residential uses promotes compact, mixed-use development along Ridge Road and Moon Lake Road, and the project supports job creation and housing diversity, which is consistent with the intent of the Central Market Area. Therefore, the applicant's proposal is consistent with Policy FLU 8.1.3.

POLICY FLU 1.6.1: - COMMERCIAL DEVELOPMENT

According to Policy FLU 1.6.1.a, commercial development may only be permitted within areas designated as COM (Commercial) or TC (Town Center) on the Future Land Use Map with the exception if the development occurs in the PD (Planned Development) Future Land Use classification.

The proposed project aligns with the intent of Policy FLU 1.6.1.a. as the project seeks to re-adopt the previously approved commercial entitlements on parcel P2 pursuant to Rezoning Petition No. 1530, approved on September 19, 2016. The proposed amendment includes a Subarea Policy that allows for a general range of potential uses to include commercial, retail, and office uses within the proposed PD FLU. Therefore, the proposed amendment PD FLU is consistent with Policy FLU 1.6.1.a. as commercial development is permitted within a PD FLU classification.

POLICY FLU 1.8.7: - ECONOMIC DEVELOPMENT

Pasco County shall encourage development which will contribute more to the County in revenue than it will consume in services, provided that such development can be accomplished within the spirit of this Comprehensive Plan.

The proposed amendment aligns with the intent of Policy FLU 1.8.7 by enabling the development of commercial and other non-residential uses to be located along Moon Lake Road, a County arterial roadway. By placing these non-residential uses along major roadways, the commercial areas are centralized within the River Ridge MPUD community, together with parcels K3 and I2, where existing infrastructure can accommodate this level of development and serve the existing and future residents within the area. The non-residential uses will generate higher taxes for the County and lower service demands as compared to residential development.

Additionally, the allowance of multifamily apartments can generate more revenue than it will consume in services by producing higher property tax revenue per acre due to their density, are considered a more efficient use of existing infrastructure, reducing the need for costly expansions, and lowers the per-unit cost of delivering public services as a result of their compact footprint. Therefore, the applicant's proposal is consistent with Policy FLU 1.8.7.

POLICY FLU 1.8.10: - PRESERVATION OF CAPACITY FOR EMPLOYMENT GENERATING

USES

The County shall, through the development review process, ensure that adequate land and transportation capacity is available for present and future high-paying, employment-generating land uses, such as office, industrial, and employment center uses.

The proposed project aligns with Policy FLU 1.8.10 by restating the previously approved 7,500 square feet of employment-generating opportunities in parcel P2 to the area and enabling commercial development to occur along the east side of Moon Lake Road. By ensuring this land is available to accommodate the proposed level of intensity, the project aligns with the 2025 Pasco County Comprehensive Plan. There is adequate land and transportation capacity available to accommodate the proposed level of commercial development. Therefore, the proposed amendment is consistent with Policy FLU 1.8.10.

The proposed project aligns with Policy FLU 1.8.10 by adding back 13,590 square feet of employment-generating opportunities in parcel P2 to the area and by enabling commercial development to occur along the south side of Ridge Road. By ensuring this land is available to accommodate the proposed level of intensity, the project aligns with the 2025 Pasco County Comprehensive Plan and helps to preserve the area's capacity for future employment uses. Therefore, the proposed amendment is consistent with Policy FLU 1.8.10.

PLANNING DISCUSSION

The following is a discussion of site-specific details related to the project.

1. Site Characteristics. The subject properties are located in the Central Market Area. There is a Category I wetland on parcel K3 which will be protected in accordance with the Land Development Code (LDC) and is in Flood Zone "AE" and "X".
2. Right-of-Way (ROW). Parcel K3 is located on the south side of Ridge Road, a 120-foot wide, 4-lane divided, County arterial roadway, approximately 1,185 feet west of Moon Lake Road, a 70-foot wide, 2-lane, County arterial roadway; Parcel I2 is on the south side of Ridge Road, a 120-foot wide, 4-lane divided, County arterial roadway, approximately 1,187 feet west of Moon Lake Road, a 70-foot wide, 2-lane, County arterial roadway; and Parcel P2 is located on the east side of Moon Lake Road, a 70-foot wide, 2-lane, County arterial roadway, approximately 1,455 feet north of Ridge Road, a 120-foot wide, 4-lane divided, County arterial roadway. There are currently no funds allocated for capital improvements on either roadway.
3. Trails. An 8-foot path runs along the south side of Ridge Road and east side of Moon Lake Road adjacent to the sites, with a 5-foot sidewalk on the north side of Ridge Road and west side of Moon Lake Road. A 4-foot bicycle lane exists on both sides of Ridge Road and Moon Lake Road.
4. Bus Stops. The nearest bus stop is approximately 2.2 miles to the west, on the north and south side Ridge Road, at the intersection of Ridge Road and Sycamore Drive. Public transit is available via Route 16, south of Ridge Road, with an eastbound bus stop (ID: 16102) nearby. The stop includes a bench but no additional amenities, and the route operates on a 60-minute headway.

PRELIMINARY FEASIBILITY ANALYSIS

A preliminary feasibility analysis was conducted by the PDE. The following assessments are derived from the various County departments and other agencies. The proposed amendment was originally distributed on 11/15/2024 and redistributed on 03/27/2025. The following assessments are derived from the various County departments and other agencies.

1. Transportation Needs Assessment (TNA). On 6/13/2025, the PDE Transportation Planner updated

the comment as follows: "TNA review: The Transportation Needs Assessment (TNA) report provided by the project's PE indicates that the study area roadway segments are anticipated to have adequate capacity to accommodate the proposed Comprehensive Plan Future Land Use Amendment".

2. Pasco County Utilities (PCU). On 6/12/2025, PCU updated the comments as follows: This property is within Pasco County Utilities Water, Wastewater and Reclaimed Water Service Areas. The property estimated potable water demand was not provided on the Comprehensive Plan Amendment (CPA) Application:

Potable Water: Development within this property will be required to connect to Pasco County Utilities Water system. There is currently potable water capacity to support the proposed development. The nearest watermain to the subject property is located at:
- o Approximately 5 feet south of the subject property on Harbor Bridge Boulevard. (Parcel K3)
- o Approximately 5 feet west of Moon Lake Road. (Parcel P2)
- o Approximately 5 feet south of Ridge Road. (Parcel I2)

Wastewater: Development within this property will be required to connect to Pasco County Utilities wastewater system. There is currently capacity at Shady Hills WWTP to support the proposed development. The nearest sewer main to the subject property is at:
- o Approximately 5 feet south of the subject property on Harbor Bridge Boulevard. (Parcel K3)
- o Approximately 5 feet east of Moon Lake Road. (Parcel P2)
- o Approximately 250 feet east of Hathaway drive. (Parcel I2)

Reclaimed water: Development within this property will be required to connect to Pasco County Utilities reclaimed water system. There is currently reclaimed water capacity to support the proposed development. The nearest reclaimed main to the project is at:
- o Approximately 950 feet southeast of the subject property at the intersection of Ridge Road and Moon Lake Road. (Parcel K3)
- o Approximately 10 feet west of Moon Lake Road. (Parcel P2)
- o Approximately 1,380 feet south of Parcel I2 at the intersection of River Ridge Boulevard and Decubellis Road.

Comprehensive plan approval does not reserve water, wastewater, or reclaimed water capacity. Offsite main extensions and connection points for water, wastewater, and reclaimed water will be assessed during Engineering Review and Construction Plan permitting. Construction of offsite water, wastewater, and reclaimed facilities may be required. Offsite improvements must be constructed at the developer's expense per Pasco County Code Chapter 110 – Utilities.

3. Pasco Sheriff's Office (PSO). On 3/31/2025, the Pasco County Sheriff's department commented: "The Pasco Sheriff's Office has no comment or objections to the proposed project".
4. Fire. On 3/27/2025 the material was circulated, and a response was not recorded during the review.
5. Emergency Management. On 3/27/2025 the material was circulated, and a response was not recorded during the review.
6. School District. On 3/27/2025 the material was circulated, and after further review, the School District responded: "No comments".
7. Parks, Recreation (PR). On 3/27/2025 the material was circulated, and after further review PR responded: "No comments"
8. Natural Resources (NR). On 3/27/2025 the material was circulated and NR commented:

- The project is not located within an Ecological Corridor or Ecological Planning Unit.

- Natural Resources will address the on-site Category I wetland at the time of zoning and/or site development submittal. A state-approved wetland boundary survey will be required at first site plan submittal.
- Natural Resources will address any potential listed species on site at the time of MPUD zoning and/or site development submittal. A preliminary wildlife survey will be required.

9. Active Transportation. On 6/13/2025, the material was circulated, and MPO submitted the following comments: "An 8-foot path runs along the south side of Ridge Road adjacent to parcels P2 and K3, with a 5-foot sidewalk on the north side. East of Moon Lake Road, these paths connect to a 12-foot multi-use trail along Ridge Road leading to the Suncoast Trail. A 4-foot bicycle lane exists on both sides of Ridge Road.
An 8-foot path runs along the east side of Moon Lake Road, adjacent to parcel I2. Route 16 runs along Moon Lake Road with one-hour headways and provides service to Gulfview Square Mall, PHSC West Campus, and Bayonet Point. There are no bus stops near the site".

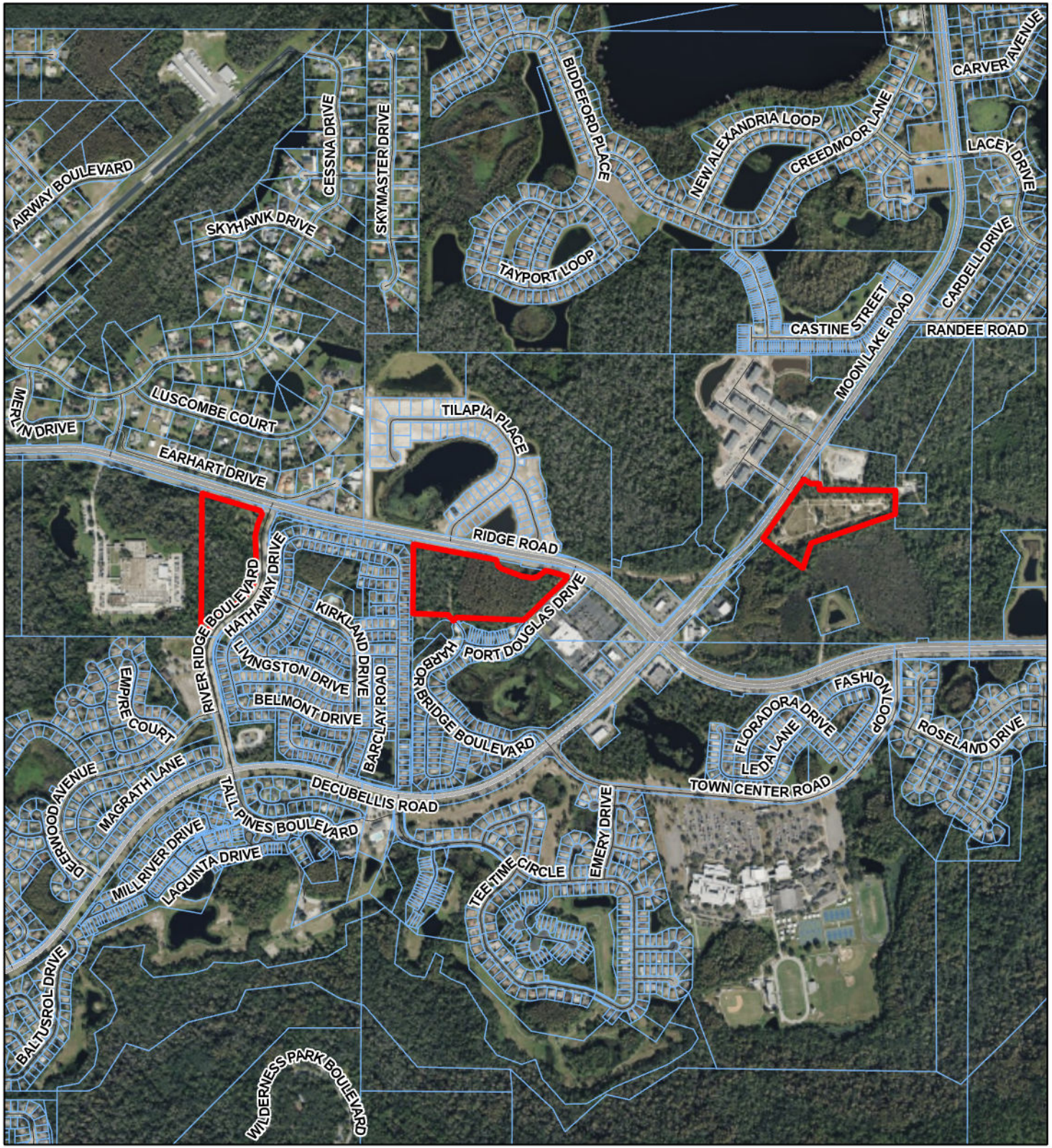
CASE HISTORY		
	Date	**Vote: Approve / Deny**
Local Planning Agency (LPA)	6/19/2025	Pending
Board of County Commissioners - Adoption	7/15/2025	Pending

APPENDIX	
FUTURE LAND USE	
Term	**Reference**
RES-3 (RESIDENTIAL 3 DU/GA)	Chapter Two - Future Land Use Element Section FLU A-6
RES-6 (RESIDENTIAL 6 DU/GA)	
RES-9 (RESIDENTIAL 9 DU/GA)	
PD (PLANNED DEVELOPMENT)	
ZONING	
R-1 RURAL DENSITY RESIDENTIAL DISTRICT	Section 514, Land Development Code
R-4 HIGH DENSITY RESIDENTIAL DISTRICT	Section 517, Land Development Code
C-2 Genereal Commercial District	Section 526, Land Development Code
MPUD Master Planned Unit Development District	Section 522, Land Development Code
PUD Planned Unit Development District	Section 521, Land Development Code

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action. Pursuant to Section 125.66(3)(c)7.b., Florida Statutes the proposed amendment is exempt from the requirement to complete a Business Impact Estimate (BIE).

ATTACHMENT(S):

1. PDE25-0148 Maps
2. PDE25-0148 Proposed Ordinance
3. PDE-25-0148 Non-Binding Concept Plan
4. PDE25-0148 PD Planned Development FLU
5. PDE25-0148 Public Notice
6. PDE25-0148 Applicants Affidavit of Public notice



CPAS24(22)
RIVER RIDGE MPUD
PARCEL K3 PD

29-25-17-0000-00600-0000
30-25-17-0000-00200-0000
29-25-17-0000-00400-0020

SUBJECT PROPERTY

COMMISSION DISTRICT: 4

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Feet

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CPAS24(22)
RIVER RIDGE MPUD
PARCEL K3 PD

29-25-17-0000-00600-0000
30-25-17-0000-00200-0000
29-25-17-0000-00400-0020

COMMISSION DISTRICT: 4

- Subject Property
- 1000ft Buffer
- Conceptual Trails / Planned
- Existing Trails
- Exisiting Arterial
- Existing Collector

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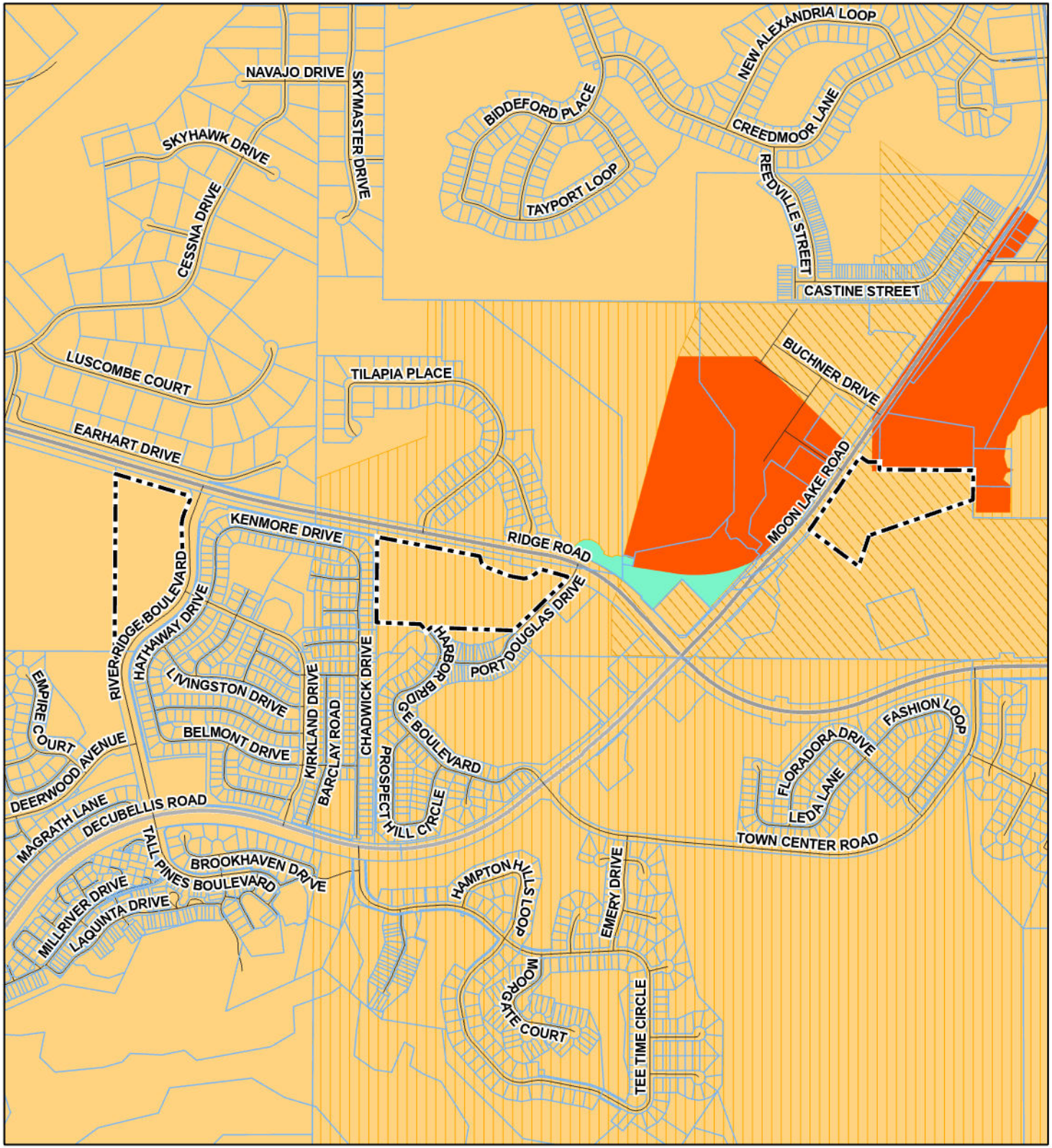
Feet





CPAS24(22)
RIVER RIDGE MPUD
PARCEL K3 PD

29-25-17-0000-00600-0000
30-25-17-0000-00200-0000
29-25-17-0000-00400-0020

SUBJECT PROPERTY

COMMISSION DISTRICT: 4

FLU CODE

COM	RES-9
RES-3	ROR
RES-6	

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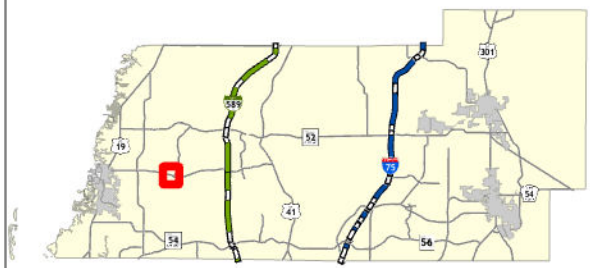

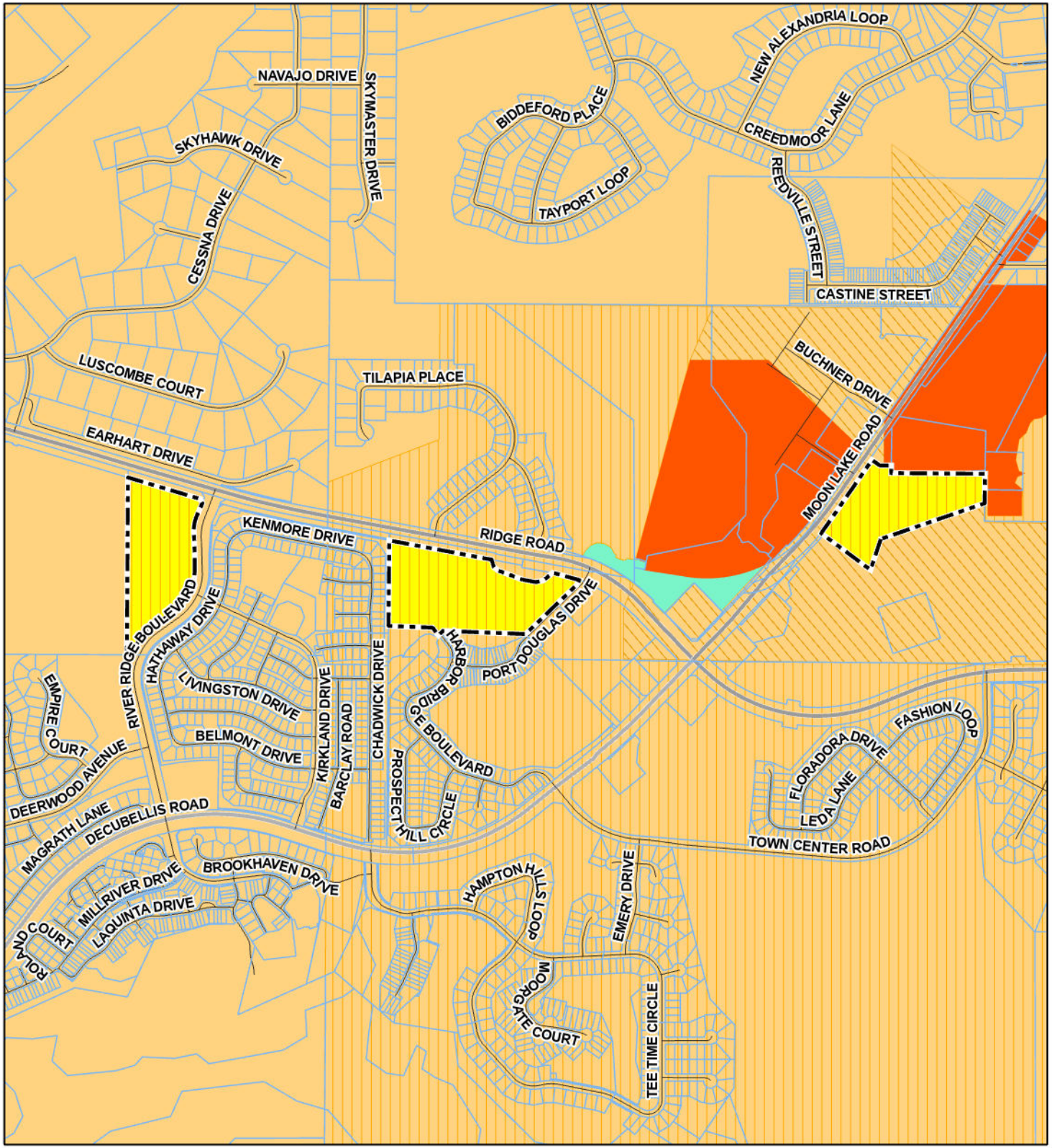

CPAS24(22)
RIVER RIDGE MPUD
PARCEL K3 PD

29-25-17-0000-00600-0000
30-25-17-0000-00200-0000
29-25-17-0000-00400-0020

SUBJECT PROPERTY

COMMISSION DISTRICT: 4

FLU CODE

PD	RES-6
COM	RES-9
RES-3	ROR

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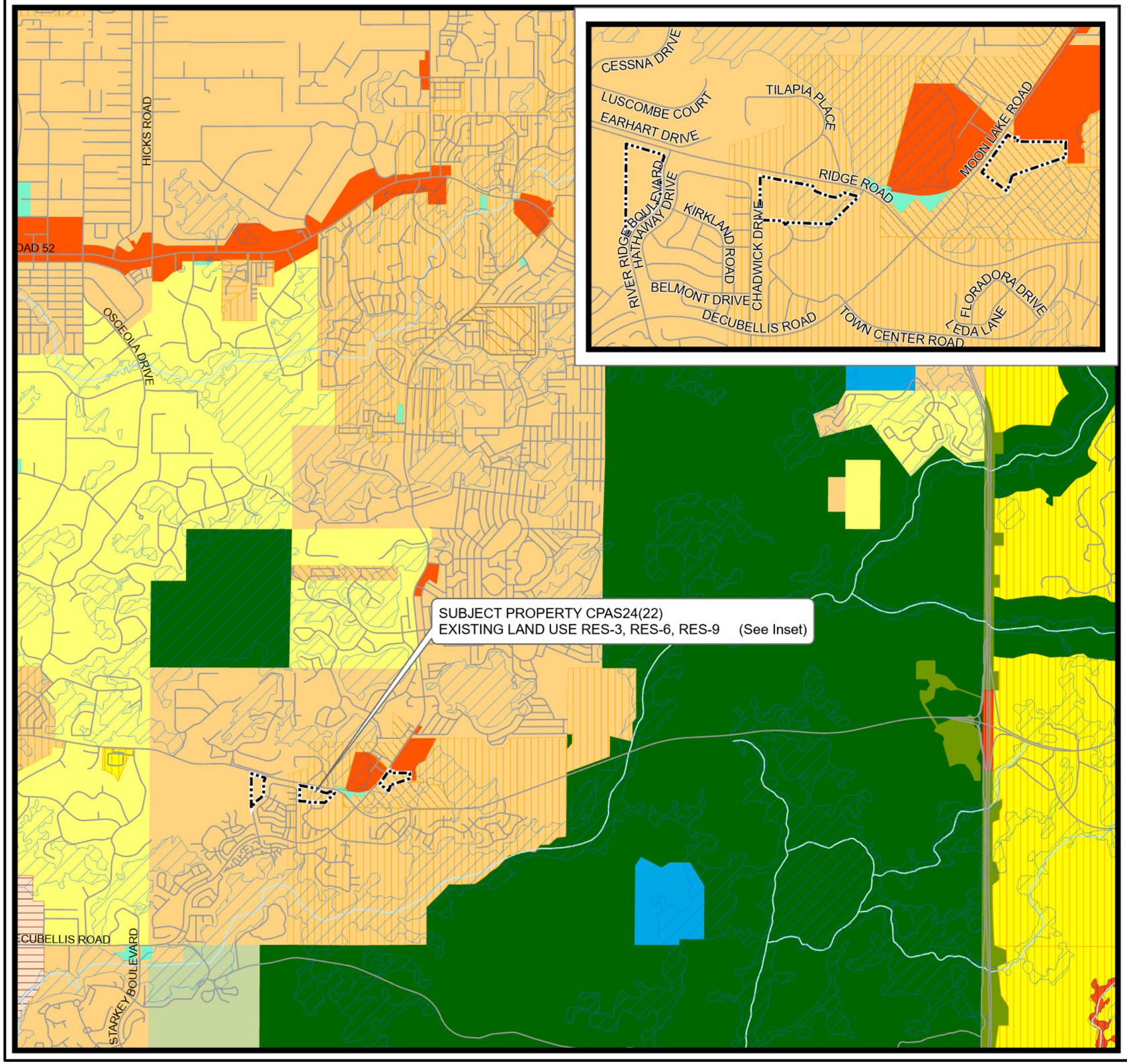


THE COMPREHENSIVE PLAN OF UNINCORPORATED PASCO COUNTY FUTURE LAND USE 2025

CPAS24(22) EXISTING LAND USE

T 2 5 S R I 7 E

DATE ADOPTED: 06/15/1989

SHEET 11 OF 24

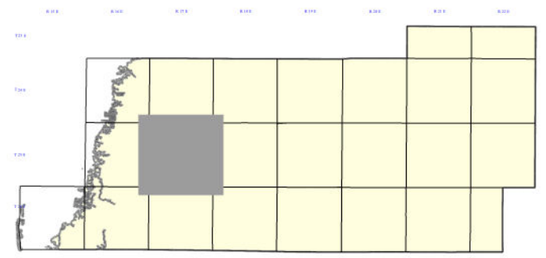
ORDINANCE # 89-13

FUTURE LAND USE 2025 CLASSIFICATIONS

AG Agricultural	IL Industrial - Light	RES-12 Residential
AG/R Agricultural / Rural	MU Mixed Uses	RES-24 Residential
AT Major Attractors	NPC New Port Corners	RES-3 Residential
C/L Coastal Land	NT New Town	RES-6 Residential
COM Commercial	OFF Office	RES-9 Residential
CON Conservation Land	P/SP Major Public / Semi - Public	ROR Retail / Office / Residential
EC Employment Center	PD Planned Development	TC Town Center
GH Gateway Hub	R/OS Major Recreation / Open Space	VMU1 Village Mixed Use - Type I
IH Industrial - Heavy	RES-1 Residential	VMU2A Village Mixed Use - Type 2A
		VMU2B Village Mixed Use - Type 2B

OVERLAYS

CLASS I WETLANDS / LAKES	FLEXIBLE PLAN BOUNDARY	PASADENA HILLS OVERLAY
CITY LIMITS	ROR OVERLAY	TRANSIT CENTER OVERLAY



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Pasco County, Florida
Geographic Information Systems (G.I.S.)
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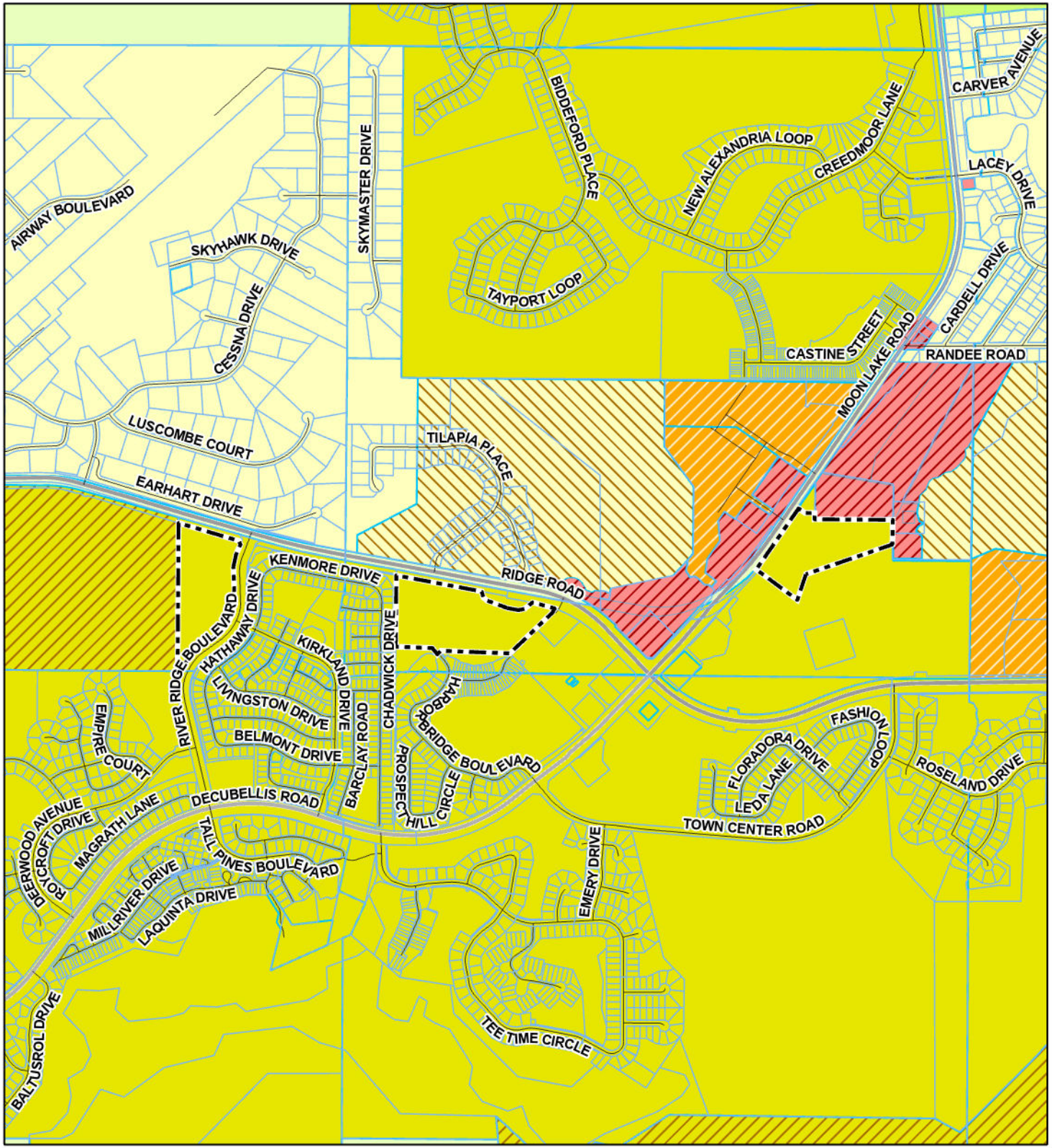

CPAS24(22)
RIVER RIDGE MPUD
PARCEL K3 PD

29-25-17-0000-00600-0000
30-25-17-0000-00200-0000
29-25-17-0000-00400-0020

COMMISSION DISTRICT: 4

ZONE

C2	PUD
MF2	R1
MPUD	R4

0 750 1,500
Feet

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jhelmrich 4/30/2025



THE BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 11) FROM RES-3 (RESIDENTIAL-3 DU/GA) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 10.42 ACRES OF REAL PROPERTY LOCATED ON THE SOUTH SIDE OF RIDGE ROAD APPROXIMATELY 1,185 FEET WEST OF THE INTERSECTION OF RIDGE ROAD AND MOON LAKE ROAD; RES-6 (RESIDENTIAL-6 DU/DA) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 13.03 ACRES OF REAL PROPERTY LOCATED ON THE SOUTH SIDE OF RIDGE ROAD APPROXIMATELY 1,187 FEET WEST OF THE INTERSECTION OF RIDGE ROAD AND MOON LAKE ROAD; AND RES-9 (RESIDENTIAL-9 DU/GA) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 9.86 ACRES OF REAL PROPERTY LOCATED ON THE EAST SIDE OF MOON LAKE ROAD APPROXIMATELY 1,455 FEET NORTH OF THE INTERSECTION OF RIDGE ROAD AND MOON LAKE ROAD; AND A TEXT AMENDMENT CREATING SUBAREA POLICY FLU 7.1.84 – RIVER RIDGE PD; AND A MAP AMENDMENT TO THE FUTURE LAND USE MAP 2-9 ADDING SUBAREA MAP 2-9 (84) RIVER RIDGE PD; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163, Florida Statutes, authorize and require the Board of County Commissioners of Pasco County to prepare and enforce a Comprehensive Plan for the development of the County; and

WHEREAS, the Board of County Commissioners adopted a Comprehensive Plan on June 15, 1989, which has been subsequently amended; and

WHEREAS, the Board of County Commissioners has determined that the proposed Amendment meets the criteria for a Comprehensive Plan Amendment pursuant to Section 163.3187, Florida Statutes; and

WHEREAS, the Board of County Commissioners has considered the staff report including data and analysis and has determined that the proposed Amendment is consistent with Part II, Chapter 163, Florida Statutes, and the Pasco County Comprehensive Plan; and

WHEREAS, all map amendments exclude applicable Transportation Corridor Preservation width as established in Table 7-2, as may be amended from time to time, of the Pasco County Comprehensive Plan; and

WHEREAS, the Local Planning Agency, on June 19, 2025, held a public hearing, with a quorum attending and voting, on the proposed Amendment to the Comprehensive Plan with due public notice provided, pursuant to Section 125.66(2), Florida Statutes, and found the proposed amendment consistent with the adopted Comprehensive Plan; and

WHEREAS, the Board of County Commissioners, on July 15, 2025, held an adoption public hearing, with a quorum attending and voting, on the proposed Amendment to the Comprehensive Plan with due public notice

provided, pursuant to Section 163.3184, Florida Statutes, and considered all comments received during the public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pasco County, Florida, as follows:

SECTION 1. FUTURE LAND USE ELEMENT MAP AMENDMENT.

The Official 2025 Future Land Use Comprehensive Plan Map 2-15 and Map Sheet No. 11 is hereby amended to change the Future Land Use classification from RES-3 (Residential-3 du/ga) to PD (Planned Development) on approximately 10.42 acres of real property, and RES-6 (Residential-6 du/ga) to PD (Planned Development) on approximately 13.03 acres of real property, and RES-9 (Residential-9 du/ga) to PD (Planned Development) on approximately 9.86 acres of real property, attached hereto as Exhibit A, and made a part hereof.

SECTION 2. FUTURE LAND USE ELEMENT TEXT AMENDMENT.

The Pasco County Comprehensive Plan, Future Land Use Element, Chapter 2, Subarea Policy FLU 7.1.84 – RIVER RIDGE PD is hereby created, attached hereto as Exhibit B, and made a part hereof.

SECTION 3. FUTURE LAND USE SUBAREAS MAP AMENDMENT.

The Official 2025 Future Land Use Comprehensive Plan Series, Map 2-9, Subarea, is hereby replaced with Exhibit C, as attached hereto and made a part hereof.

SECTION 4. REPEALER.

All provisions of the Pasco County Comprehensive Plan adopted pursuant to Ordinance No. 89-13, as amended, in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY.

Each provision of this Ordinance and all Exhibits hereto is material to the Board of County Commissioners' adoption of this Ordinance. Accordingly, these provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this Ordinance and/or any Exhibits hereto is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this Ordinance and all Exhibits hereto shall be suspended until such time that the Board of County Commissioners modifies this Ordinance and/or Exhibits hereto to address the illegal or invalid provision of this Ordinance, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall be transmitted to the Department of State by the Clerk to the Board by electronic mail within ten (10) days of the adoption of this Ordinance, and this Ordinance shall take effect upon confirmation by the Department of State of its receipt. The effective date of this Plan Amendment, if the Amendment is not timely challenged, shall be (thirty-one) 31 days after adoption. If timely challenged, this Amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining the Amendment to be in compliance. No development orders, development permits, or land uses dependent on this Amendment may be effective or commence before it has become effective. If a final order of

noncompliance is issued by the Administration Commission, this Amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

SECTION 5. LEGISLATIVE FINDINGS OF FACT

The foregoing Whereas clauses, incorporated herein, are true and correct.

ADOPTED by the Board of County Commissioners of Pasco County, Florida, in a session with a quorum present and voting this 15th day of July 2025.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

_____
Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

_____
KATHRYN STARKEY, CHAIRMAN

Page 3963 of 5451

Exhibit A
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THE COMPREHENSIVE PLAN OF UNINCORPORATED PASCO COUNTY FUTURE LAND USE 2025

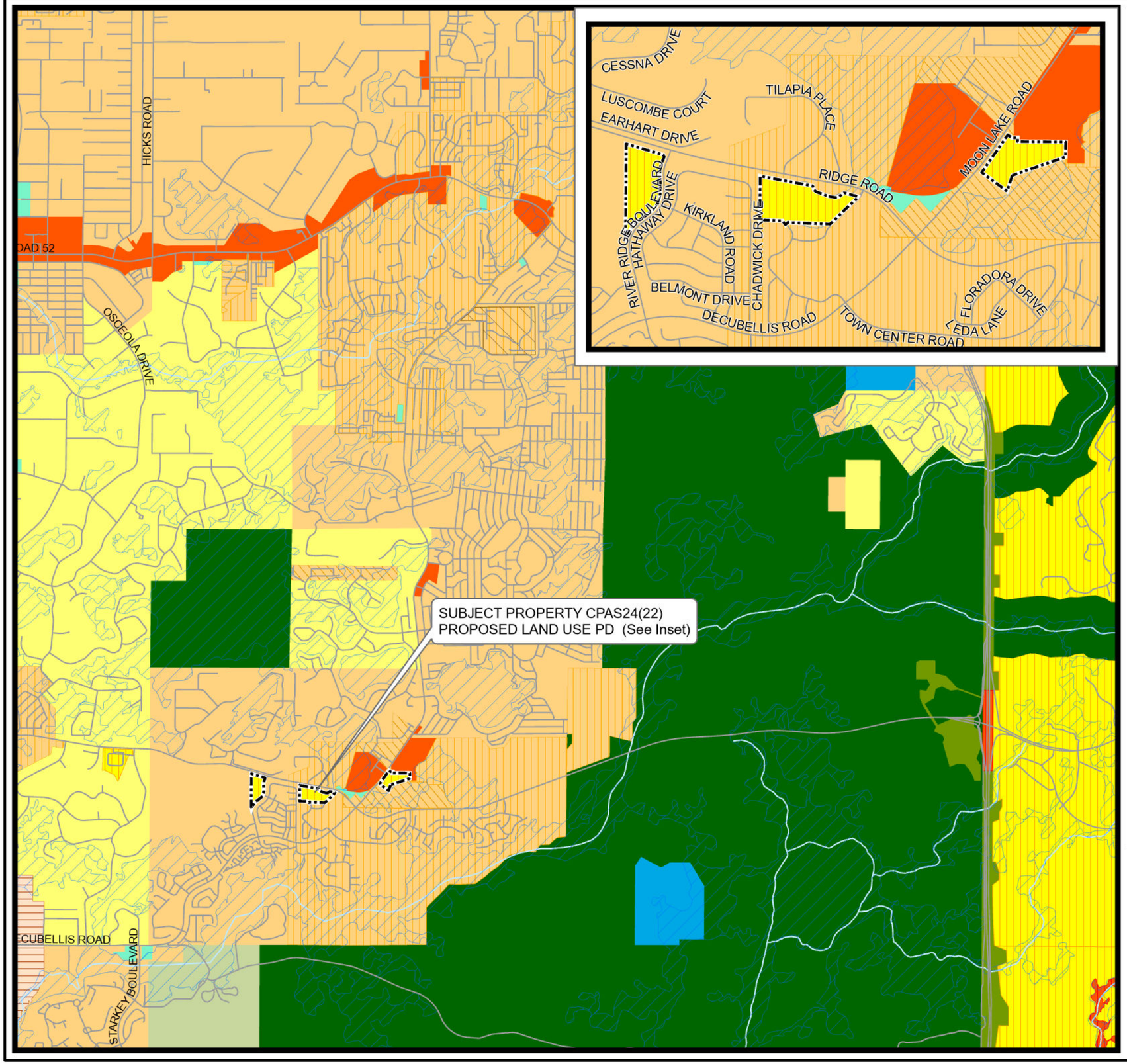
CPAS24(22) PROPOSED LAND USE

T 2 5 S R 1 7 E

DATE ADOPTED: 06/15/1989

SHEET 11 OF 24

ORDINANCE # 89-13

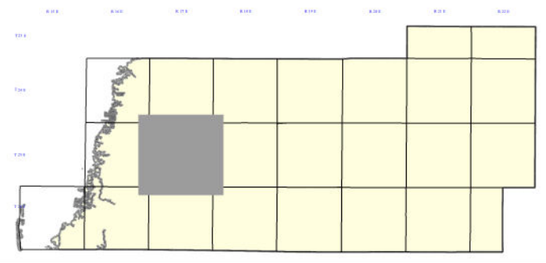


FUTURE LAND USE 2025 CLASSIFICATIONS

- AG — Agricultural
- AG/R — Agricultural / Rural
- AT — Major Attractors
- C/L — Coastal Land
- COM — Commercial
- CON — Conservation Land
- EC — Employment Center
- GH — Gateway Hub
- IH — Industrial - Heavy
- IL — Industrial - Light
- MU — Mixed Uses
- NPC — New Port Corners
- NT — New Town
- OFF — Office
- P/SP — Major Public / Semi - Public
- PD — Planned Development
- R/OS — Major Recreation / Open Space
- RES-1 — Residential
- RES-12 — Residential
- RES-24 — Residential
- RES-3 — Residential
- RES-6 — Residential
- RES-9 — Residential
- ROR — Retail / Office / Residential
- TC — Town Center
- VMU1 — Village Mixed Use - Type I
- VMU2A — Village Mixed Use - Type 2A
- VMU2B — Village Mixed Use - Type 2B

OVERLAYS

- CLASS I WETLANDS / LAKES
- CITY LIMITS
- FLEXIBLE PLAN BOUNDARY
- ROR OVERLAY
- PASADENA HILLS OVERLAY
- TRANSIT CENTER OVERLAY



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Pasco County, Florida

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Exhibit B
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RIVER RIDGE PD SUBAREA POLICY

POLICY FLU 7.1.84 RIVER RIDGE PD

a. The River Ridge Planned Development (PD) is identified on Future Land Use (FLU) Subarea Map 2-9. All rezonings within the subarea shall be MPUD Master Planned Unit Development District(s) and shall be governed by the terms of this subarea policy. Any development that would exceed the level of development allowed under this subarea policy shall require an amendment to this policy, Policy FLU 7.1.84, and such amendment shall be supported by data and analysis that demonstrates adequate public facilities, services, and infrastructure are available to accommodate the proposed density and intensity of development. Such amendment shall be consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, and Chapter 163, Florida Statutes.

b. The following maximum levels of development and permitted uses within River Ridge PD Subarea are approved.

Maximum Development Potential	
Type of Development	**Square Footage**
29-25-17-0000-00600-0000 (Parcel K3) Retail Commercial Office	125,000 Square Feet
30-25-17-0000-00200-0000 (Parcel I2) Retail Commercial Office	13,590 Square Feet
29-25-17-0000-00400-0020 (Parcel P2) Retail Commercial Office Multi-Family Residential	7,500 Square Feet 225 Multi-Family Residential

Exhibit C
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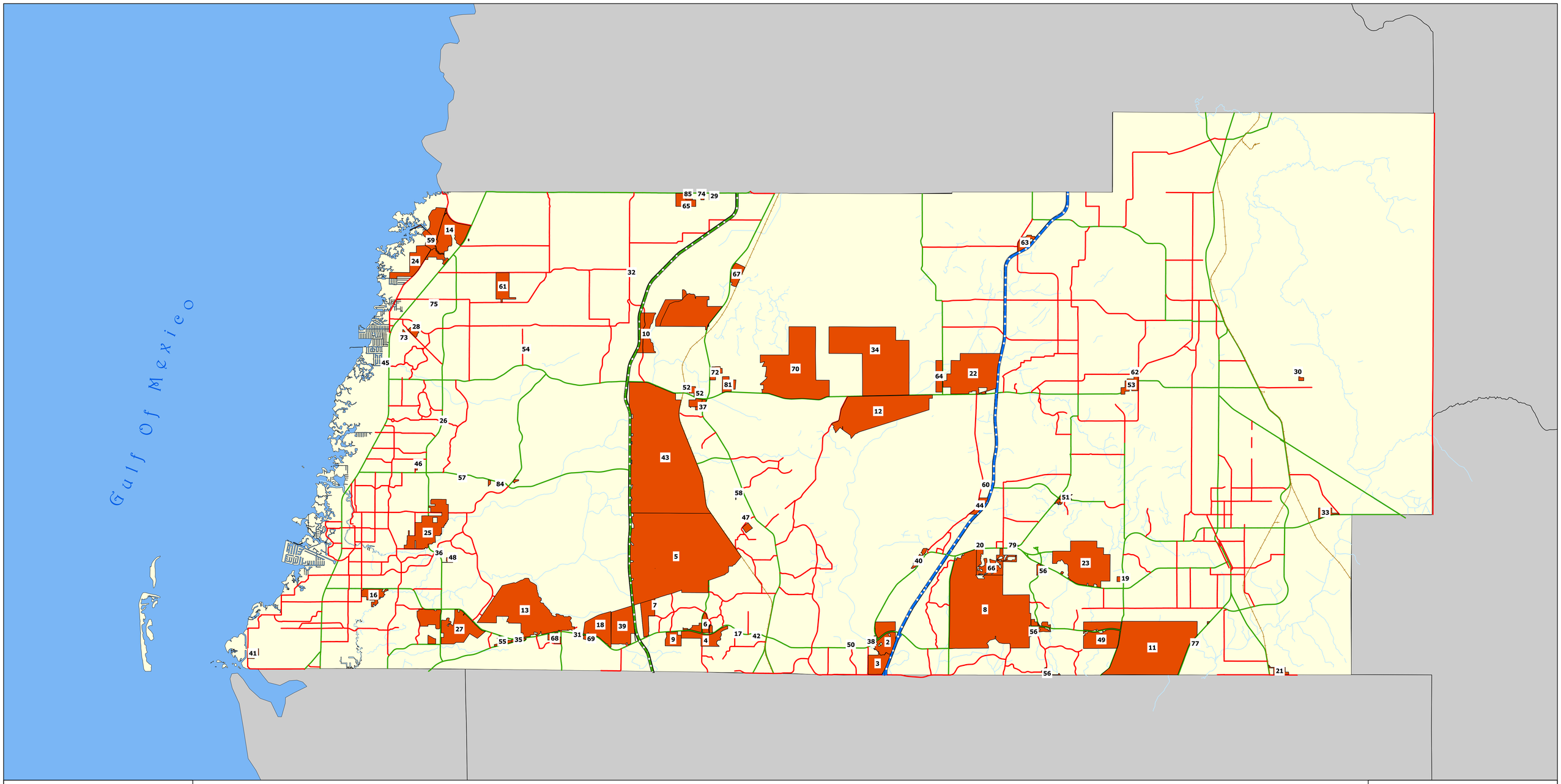

Legend

Number	Name
2	CYPRESS CREEK TOWN CENTER DRI (#252)
3	KING RANCH BCPA05-2(12)
4	LONG LAKE RANCH DRI (247)
5	BEXLEY NORTH (a)/BEXLEY SOUTH (b) DRI (#255)
6	SUNLAKE CENTRE DRI (#248)
8	WIREGRASS DRI (#260)
9	SMITH 54 CPAL08-1(02)
10	GREENFIELD DEL WEBB RIVER RESERVE PD (fka BELL FRUIT/ZENEDA PARTNERS) CPAL22(09)
11	TWO RIVERS CPAL08-2(04)
12	CENTRAL PASCO EMPLOYMENT VILLAGE CPAL08-2(11)
13	STARKEY RANCH DRI (#264)
14	SUNWEST HARBOURTOWNE DRI (#267)
15	MITCHELL US 41 CPA23(05)
16	HARVEY CPAL17(04)
17	CROSS PARK PD CPAL21(25)
18	LEGACY CPAL09-1(22)
19	GATEWAY SUBAREA CPAL17(07)
20	STONEYBROOK CPAL17(06)
21	MARTIN - MARIETTA CPAL10-2(10)
22	GATEWAY HUB SUBAREA CPAL10-2(06)
23	NEW RIVER CPAL10-2(14)
24	SUNWEST/SWFWMD CPAL10-2(04A)
25	NEW PORT CORNERS CPAL20(16)

Number	Name
27	WESTERN HUB CPAL10-1(08)
28	EMERALD FIELD (BEACON WOODS EAST) CPAD203
29	LAND TRUST NO. 76 CPAL12(04)
30	ENTERPRISE ROAD RECYCLING & DISPOSAL FACILITY CPAL12(05)
31	FIFTH THIRD BANK (COM) CPAL13(01)
32	SHADY HILLS ROAD (COM) CPAL14(01)
33	UPPER HILLSBOROUGH TRACT CPAS14(06)
34	PALMETTO RIDGE CPAL20(13)
35	TRINITY COMMUNITIES PARCEL CPAL15(06)
36	RIVER CROSSING CPAL16(01)
37	TIBBETTS LANDS CPAL16(03)
38	BRIGHTWORK CROSSING CPAL16(02)
39	SOUTH BRANCH RANCH CPAL16(06)
40	LEXINGTON OAKS COMMERCIAL CPAL17(02)
41	ANCLOTE RESORT, A TRADEWINDS RESORT CPAL17(05)
42	SIENNA VILLAGE II CPAS17(09)
43	PROJECT ARTHUR CPAL19(01)
44	OVERPASS BUSINESS PARK CPAL18(01)
45	GULF BREEZE MANOR CPAL18(05)
46	GALEN WILSON COMPLEX CPAL18(02)
47	HAGMAN CPAL18(09)

Number	Name
49	RIVER LANDING CPAL18(19)
50	AIKEN MIXED USE PD CPAL19(05)
51	PROMENADE BUSINESS CENTRE CPAL18(07)
52	PAW MATERIALS PD ((52A)) CPAS22(27)
52	PAW MATERIALS PD CPAL21(02)
53	GRANDE OAKS CPAL18(13)
54	COLONY ROAD CPAL20(02)
55	TRINITY COPORATE CENTER PD CPAL20(09)
56	WESLEY CHAPEL LAKES NORTH CPAL20(11)
56	WESLEY CHAPEL LAKES NORTH CPAL20(11)
56	WESLEY CHAPEL LAKES NORTH CPAL20(11)
57	RIDGE ROAD & TANGLEWOOD DRIVE CPAL20(15)
58	CAUSEWAY PD CPAL21(03)
59	SUNWEST PARK PD CPAL21(01)
60	ADRIAN PHILIP CPAL21(06)
62	PITTMAN/MASSEY-HAPPY HILL CPAS22(10)
63	NORTH PASCO RV RESORT CPAL21(10)
64	FAIRCLOTH AT BELLAMY CPAL21(05)
65	NORTHRIDGE CPAL21(23)
66	SADDLEBROOK RESORT PD CPAL22(06)
67	SEVEN DIAMONDS COMMERCE PARK PD CPAL22(04)

Number	Name
68	ODESSA TOWN CENTRE PD CPAL22(01)
69	SR 54 BLACK LAKE PD CPAS22(07)
70	4G RANCH PD CPAL22(02)
71	THE CORWYN AT WESLEY HILLS CPAS23(01)
73	BAYONET GARDENS CPAS23(04)
76	LAND O' LAKES 52-41
84	RIVER RIDGE PD CPAS24(22)

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THE COMPREHENSIVE PLAN OF UNINCORPORATED PASCO COUNTY

MAP 2 - 9
SUBAREA

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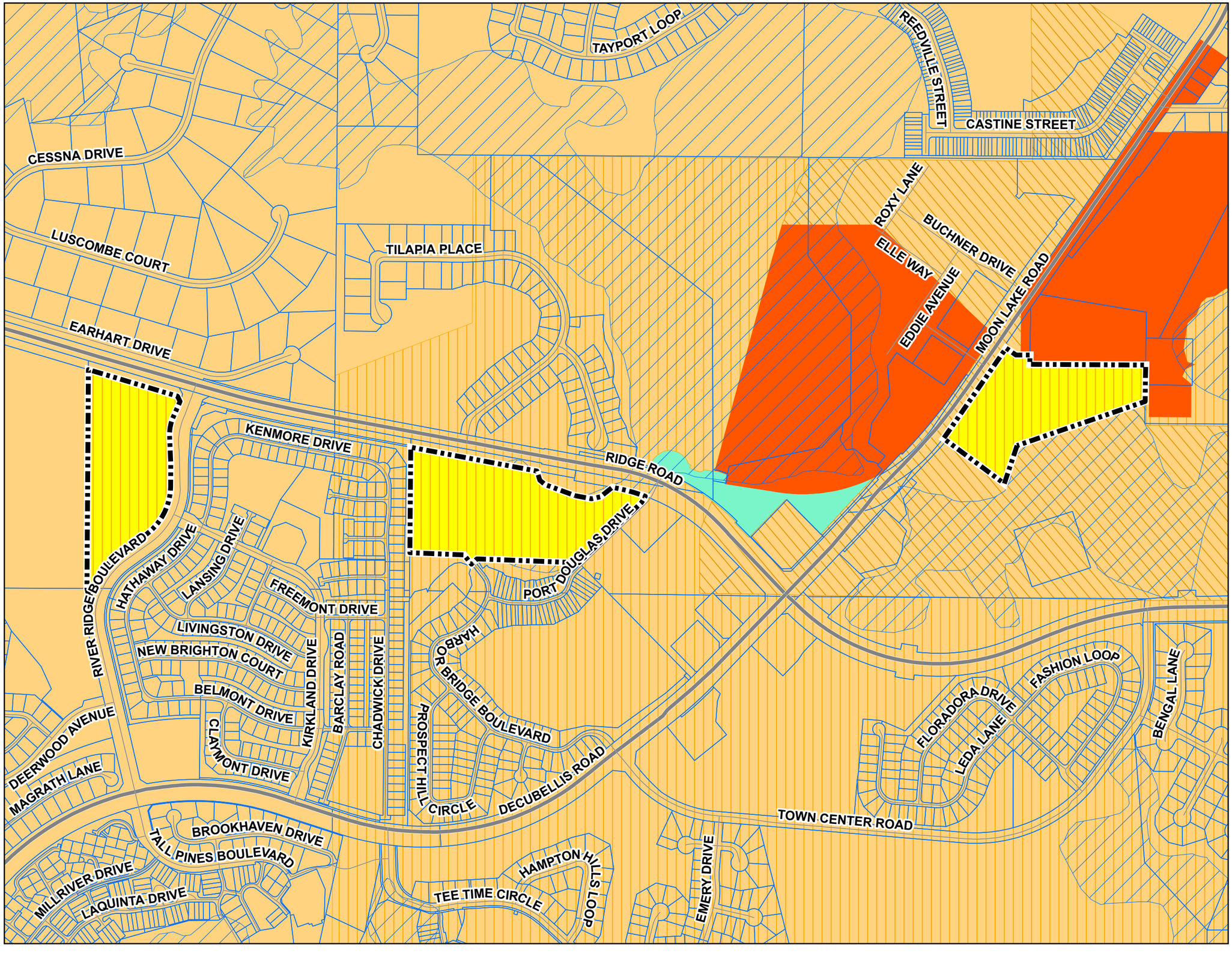
Author: jhelmrich

Date: 6/11/2025



THE COMPREHENSIVE PLAN
OF UNINCORPORATED
PASCO COUNTY

MAP # 2-9 (84)
RIVER RIDGE PD

FLU Subareas

SUBAREA DETAILS

PROPOSED FLU CODE

Wetlands - Class I
Flexible Plan Boundry
City Limits

Future Land Use Categories

- COMMERCIAL
- RESIDENTIAL-3
- RESIDENTIAL-6
- RESIDENTIAL-9
- RETAIL/OFFICE/ RESIDENTIAL
- PLANNED DEVELOPMENT

REVISIONS:

DATE // ORDINANCE #	DATE // ORDINANCE #
12/21/10 // 10-50	

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jhelmrich 6/11/2025
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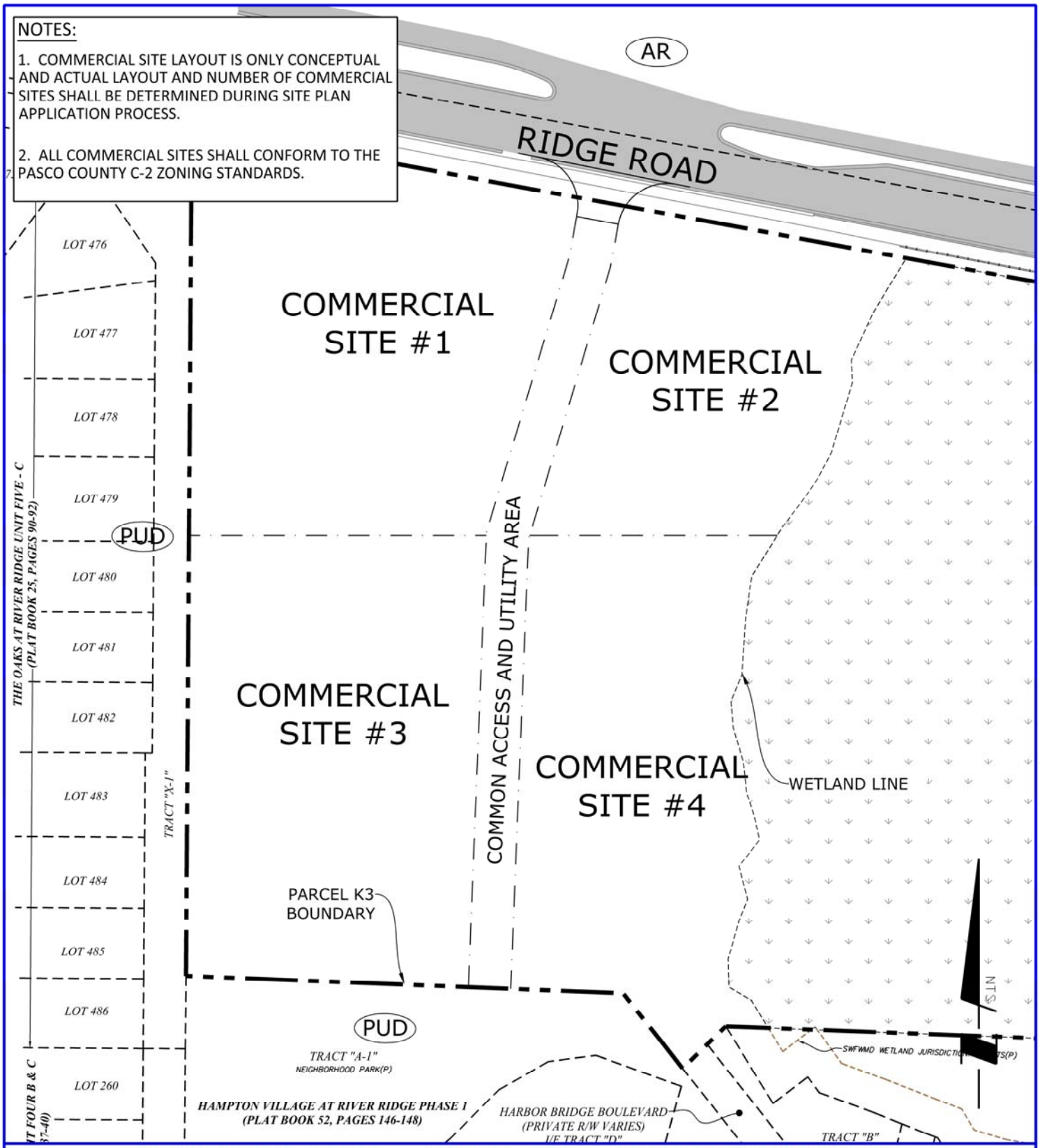

PROJECT: RIVER RIDGE MPUD - PARCEL K3 - SITE CONCEPT PLAN

APPLICANT:

Haydon Engineering and Design, Inc. - FL Lic# 60107

HAYDON ENGINEERING AND DESIGN, INC.

Planners Engineers Surveyors Landscape Architects Transportation Consultants
WilsonMiller, Inc.
Naples • Fort Myers • Sarasota • Bradenton • Tampa • Tallahassee
4492 Ulmerton Road, Suite 100 Clearwater, Florida 33767 Phone: 727-539-0777 Fax: 727-XXX-XXXX • Web-Site: www.HaydonEng.com

FLA. REG. # 60107

COUNTY:	DATE: 02/19/25
SEC: TWP: RGE:	REV NO: 1
PROJECT NO.	FILE NO:
DRWN BY/EMP NO.	SHEET NO: 1 OF 1

Section 30 & 31, Township 25 South, Range 17 East
Pasco County, Florida

PALL LAND MARINE
PUD / RES-3

LANDSCAPE REQUIREMENT CALCULATIONS

1. TOTAL IMPERVIOUS VEHICULAR USE AREA – 35,680 SF
2. 6% OF TOTAL AREA – 2,140 SF
3. FOR EVERY 180 SF IN #2 ABOVE THERE SHOULD BE
   - (1) TREE 6' CT
   - (5) 3' SHRUBS
   - (6) SHRUBS, 2' HT MAX
4. 2,140 SF / 180 = 12
   - (1) TREE 6' CT – 12 TOTAL TREES
   - (5) 3' SHRUBS – 60 TOTAL 3' SHRUBS
   - (6) SHRUBS, 2' HT MAX – 72 TOTAL 2' SHRUBS
5. Five foot (5') sodded landscape strip to be provided along right-of-way.
1. One tree required each 50' of retention along road frontage. 110' = 3 Trees

TREE LEGEND

TO BE REMOVED	PROPOSED
16" PINE	3" CAL. 8' CLEAR TRUNK

TREE REMOVAL CALCULATIONS

AREA PROPOSED FOR DEVELOPMENT: 104,544 S.F./ 2.40 AC.

EXISTING TREES: 98 (4–12" DBH) / 28 (OVER 12")

PROPOSED FOR REMOVAL: 58 (4–12" DBH) / 17 (OVER 12")

60 (% ALLOWED FOR REMOVAL) / 59 (NUMBER OF TREES ALLOWED TO BE REMOVED)

NOTE: NO REPLACEMENT TREES SHALL BE REQUIRED DUE TO:
1. THE NUMBER OF TREES ALLOWED TO BE REMOVED IS GREATER THAN THE NUMBER OF TREES PROPOSED TO BE REMOVED.
2. IN ACCORDANCE WITH SECT. 308 & 602 OF THE PASCO COUNTY LAND DEVELOPMENT REGULATIONS, TREES OVER 12" MAY BE REMOVED ONLY WHERE A DEVELOPMENT/BUILDING CONFIGURATION TO SAVE/PRESERVE SUCH A TREE WOULD CREATE AN UNNECESSARY HARDSHIP FOR THE DEVELOPER.

LEGEND

Existing		Proposed
	CONTOUR	8.00
45.8	SPOT ELEVATION	
SWA	SWALE	
SWA	DRAINAGE FLOW	
	STORM SEWER	
	CURB INLET	
	FLARED END SECTION	
	STORM MANHOLE	
	GRATE INLET	
	MITERED END SECTION	
SWA	6" UNDERDRAIN	FD
SWA	UNDERDRAIN CLEANOUT	UCO
	SANITARY SEWER	
	SANITARY MANHOLE	
	SANITARY SERVICE	
	WATER MAIN	
	FIRE HYDRANT ASSEMBLY	
	GATE VALVE ASSEMBLY	
	CURB	
	WHEEL STOPS	
	DRAINAGE BOUNDARY	

– PR. NEW ASPHALT (PHASE 1)

– PR. NEW ASPHALT (PHASE 2)

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00	S16°35'34"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIR	CHORD
C1	18.32	140.00	07°29'56"	9.17	N20°20'34"E	18.31

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

CONTRACTOR TO ENSURE POSITIVE DRAINAGE TO CONSERVATION AREA.

APPROXIMATE LOCATION SHWT DETERMINATION

EXISTING WETLAND JURISDICTIONAL LINE

WEIR EL 29.21
WEIR WIDTH 1.84'
25YR DHWL 30.02
ORIFICE EL 28.5
ORIFICE DIA 1"
(SEE DETAIL)

PROPOSED RETENTION AREA
BOP 23.71 MAX DEPTH
LITORAL AREA
2623 SF

CONTRACTOR TO ENSURE POSITIVE DRAINAGE TO CONSERVATION AREA.

CREATE SCOUR HOLE WITH SAND CEMENT RIP-RAP

PROP. M.E.S. PER FDOT INDEX 273
INV. =27.00

CONTRACTOR TO COORDINATE REMOVAL/RELOCATION WITH ELECTRIC COMPANY

CONSERVATION AREA

TOE 31.0
SHW 28.5
BOP 22.5 MAX DEPTH

F.F. 32.50

152.00

84 LF 6" SAN. LATERAL @ 0.67%

INSTALL CLEANOUT INV 27.35

45.00'

270.00'

INSTALL CLEANOUT INV 27.35

STUB OUT & CAP 20' BEYOND CONSTRUCTION

FDOT INDEX 300 TYPE "D" CURB (TYP.)

FLUME 4'x5' RIPRAP PAD

PROPOSED OFFICE BUILDING 17,821 SF

DRAINAGE BOUNDARY

PHASE 2

PHASE 1

78 LF 6" SAN. LATERAL @ 0.67%

STUB OUT & CAP 20' BEYOND CONSTRUCTION

INSTALL CLEANOUT INV 27.35

66 LF 6" SAN. LATERAL @ 0.67%

PROP. MH RIM 31.15 INV 27.13 (SE) INV 26.83 (SW)

DUMPSTER AREA 6' HIGH NONLIVING VISUAL BUFFER

PR. 183 LF 24"X38" ERCP @ 0.11%

EX. DITCH TO BE RELOCATED. PROP. M.E.S. PER FDOT INDEX 273 INV =27.20

LIFT STATION INV 26.21

EX. BUILDING TO BE REMOVED.

SILT FENCE

PROP. 1.5" WATER SERVICE

PROP. 1.5" METER & REDUCED PRESSURE B.F.P.

110.00'

F.F. 32.50

INSTALL CLEANOUT INV 27.37

PROPOSED OFFICE BUILDING 4,950 SF

RELOCATED DITCH SEE DETAIL

PROP. T.O.B. OF RELOCATED DITCH

EXISTING CONTROL STRUCTURE (TO REMAIN)

RIDGE ROAD 40' R/W

HIDDEN LAKES ESTATES R-1 / RES-3

MPUD / RES-3

CONNECT TO EXISTING SIDEWALK

FORCE MAIN TO BE BORED UNDER EX. WATERLINE. A MINIMUM OF 18" OF CLEARANCE WILL BE REQUIRED.

482 LF 3" PVC FORCE MAIN WITH MIN. 36" COVER TO BE 6' OFF PROPERTY LINE.

EXISTING WETLAND JURISDICTIONAL LINE

L=329.33'

EXISTING DRIVE TO BE REMOVED

PROP. 5' SIDEWALK

PROP. 1.5" METER & REDUCED PRESSURE B.F.P.

S00°13'43"W 166.09'

PHASE LINE

S03°13'24"E 108.29'

24" STOP WHITE

DIRECTIONAL BORE RIVER RIDGE BLVD

201 LF 4" HDPE SDR 11

APPROXIMATE LOCATION 10" WATERLINE

PR. CURB TO MATCH EX. CURB

145' DECELERATION DISTANCE

50' QUEUE LENGTH

50' TAPER

20'

11'

40'

PR. CURB TO MATCH EX. CURB

PROP. 6" SOLID WHITE PROPOSED LEFT TURN LANE W/ TAPER

PR. 1" METER & REDUCED PRESSURE B.F.P.

PROP. HYDRANT

PR. CURB TO MATCH EX. CURB

YELLOW/GREEN DELINEATORS PER FDOT INDEX 17345

RIVER RIDGE BLVD. 120' R/W

S24°51'34"W

EX. ASPHALT

EX. 100' LF 24"x38" ERCP

PROP. 5' SIDEWALK

EX. ASPHALT

EX. LIGHT POLE.

CONTRACTOR TO GRADE PROPOSED TURN LANE AND TAPER AT A 1/4" PER FOOT SLOPE FROM THE EXISTING EDGE OF PAVEMENT ELEVATION UP TO A HIGH POINT WHICH WILL BE CREATED ALONG PROPOSED CURB.

CONTRACTOR TO GRADE PROPOSED MEDIAN CUT AT A 1/4" PER FOOT SLOPE FROM THE EXISTING EDGE OF PAVEMENT ELEVATION UP TO A HIGH POINT ALONG CENTER OF MEDIAN.

CONTRACTOR TO SAW CUT AND REMOVE EX. CURB PRIOR TO INSTALLING MEDIAN CUT.

OPEN CUT AND REPAIR AS SAME

APPROXIMATE LOCATION OFFSITE MANHOLE (ENTRANCE TO THE OAKS AT RIVER RIDGE)
TOP EL 36.73
INV (S) 25.74

CONNECT FORCE MAIN INTO EX. DOWNSTREAM GRAVITY LINE W/ WYE CONNECTION. CONTRACTOR TO VERIFY EXACT LOCATION PRIOR TO FORCE MAIN CONSTRUCTION.

CONTRACTOR TO SAW CUT AND REMOVE EX. CURB PRIOR TO INSTALLING TURN LANE AND TAPER.

THE OAKS AT RIVER RIDGE
MPUD / RES-3

RIVER RIDGE BLVD. — EX. VALLEY CURB
10' — 2.0%
PROP. HIGH POINT
PROP. DRIVEWAY GRADE TO TIE INTO SPOT ELEVATIONS ON PLAN VIEW.
CONNECT PR. DRIVEWAY INTO EX. CURB.
SECTION Z–Z N.T.S.

4:1 SLOPE TO MATCH EX. GRADE (TYP.)
EX. GRADE
2' — 2.0%
27.5 TO 27.2 (SEE PLAN)
SECTION T–T N.T.S.

CONSTRUCTION SITE PLAN

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REVISIONS
9-20-00 REVISED PER PASCO COMMENTS

Design: ELM | Scale: 1" = 30'
Drawn: ELM | Date: 7-1-00
Checked: LEM | Job No: 280-04.200

LMA
Landon, Moree & Associates, Inc.
CIVIL & ENVIRONMENTAL ENGINEERS
PLANNERS - SURVEYORS
31652 U.S. 19 NORTH Palm Harbor, Florida 34684
Phone (727)789-5010 FAX (727)787-4394
Email: landon@tnengr.com
http://www.tnengr.com

TRACT I-2
Commercial Parcel
N.G. Development
8201 River Ridge Boulevard
New Port Richey, Florida 34654

SHEET 2 OF 4

9-22-6


BUILDING-A 24 UNITS
BUILDING-A 24 UNITS
BUILDING-A 24 UNITS
BUILDING-A 24 UNITS
BUILDING-A 24 UNITS
36 UNITS BUILDING-C
BUILDING-C
25'-0"
PLAYGROUND
CLUB & POOL
POCKET PARK
POCKET PARK
WETLAND LINE

Density Restrictions: Dwelling Units/Developable Residential Acre

24.00 Maximum

Maximum Nonresidential Intensity: Floor Area Ratio

3.0

PD (PLANNED DEVELOPMENT)

Intent: To provide for a variety of land uses and intensities within a development site to preserve conservation areas above and beyond Land Development Code requirements; reduce public investment in provision of services; encourage flexible and creative site design; and provide sites for schools, recreation, and other public facilities which provide an areawide benefit to the community.

Comprehensive Plan Amendment requests for the assignment of a PD (Planned Development) Future Land Use Classification must be accompanied by a concept plan identifying: the range of uses, density, intensity, maximum units, and nonresidential square feet. The concept plan shall also show a general arrangement of land uses and shall articulate the guiding development principles for the PD (Planned Development). All PD (Planned Developments) require rezoning to either MPUD Master Planned Unit Development or commercial planned development prior to development. All rezoning requests must be accompanied by a Master Development Plan as set forth in the Land Development Code. Such plans shall address, at a minimum, buffering, setbacks, lighting, and building heights to ensure compatibility with adjacent uses.

If the proposed plan does not or cannot achieve the desired level of compatibility as determined by the Board of County Commissioners, the Board of County Commissioners may deny the rezoning request.

PD (Planned Development) Land Use Classifications are made through amendments to the Future Land Use Map.

General Range of Potential Uses:

Mixed-use developments (residential and nonresidential uses on the development site); residential developments with a range of unit types and densities; nonresidential developments such as office, commercial, industrial, elementary schools, middle schools, and high schools; attendant-on-site facilities such as utilities and recreation areas. Service and facility requirements will vary according to development intensity. Services and facilities are to be at a minimum, consistent with the requirements of comparable individual (residential, office, commercial, industrial) land use classifications for uses on the development site (see Exhibit 2-1, Services and Facilities by Classification).

Special Provisions and Mix of Uses:

1. Future Land Use Classification Requires Concept Plan and Rezoning: Comprehensive Plan Amendments to PD (Planned Development) must be accompanied by a concept plan as provided above. The specific mix of uses of the land use classification will be

established at the time that the classification is assigned. The specific arrangement of uses shall be determined upon completion of all required development review processes provided for the MPUD Master Planned Unit Development and commercial planned development zoning districts as described in the Pasco County Land Development Code.

2. Conservation and Open Space: Planned developments are required to provide protection of defined conservation areas and open space, and provide recreation and pedestrian circulation as a component of site design.

3. Minimum Open Space: Open space areas shall be designated as appropriate to meet the needs of the project, the community, and the vision of the market area in which the PD (Planned Development) is located.

4. Compatibility with Adjacent Uses: Due to the ability to cluster units and provide for a mixture of uses on site, planned developments require special consideration of the location, type, and size of buffer yards to maximize compatibility with adjacent land uses.

5. Nonresidential-Use Locations: Commercial and other nonresidential uses within planned developments are encouraged to be placed in locations that will provide convenient vehicular, pedestrian, and bicycle access for residents of the planned development community and will minimize the impact of commercial uses on adjacent and surrounding communities.

6. Minimum Size: Mixed-use planned developments are required to be the size necessary in order to effectively design the site for residential and nonresidential uses.

Mix of Uses:

The mix of uses for PD (Planned Development) Land Use Classifications shall be established at the time that the classification is assigned to an individual parcel through an amendment to the Future Land Use Map of the Comprehensive Plan.

Density Restrictions: Dwelling Units/Developable Residential Acre:

Established at the time that the classification is assigned to an individual parcel through an amendment to the Future Land Use Map of the Comprehensive Plan.

Maximum Nonresidential Intensity: Floor Area Ratio:

Established at the time that the classification is assigned to an individual parcel through an amendment to the Future Land Use Map of the Comprehensive Plan.

GH (Gateway Hub)

Intent: To recognize the unique characteristics of the Gateway to Pasco County and the Tampa Bay Region at the intersection of S.R. 52 and I-75. The purpose is to create a mixed use classification that will provide for appropriate development of this critical regional location.

39973

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-041 was published in said newspaper by print in the issues of 06/04/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **06/04/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

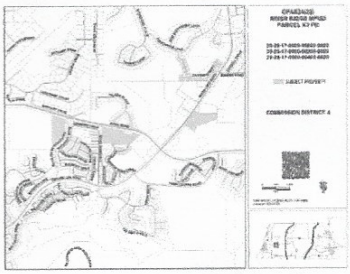
Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

LEGAL NOTICE

NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 11) FROM RES-3 (RESIDENTIAL-3 DU/GA) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 10.42 ACRES OF REAL PROPERTY LOCATED ON THE SOUTH SIDE OF RIDGE ROAD APPROXIMATELY 1,185 FEET WEST OF THE INTERSECTION OF RIDGE ROAD AND MOON LAKE ROAD; AND RES-6 (RESIDENTIAL-6 DU/DA) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 13.03 ACRES OF REAL PROPERTY LOCATED ON THE SOUTH SIDE OF RIDGE ROAD APPROXIMATELY 1,187 FEET WEST OF THE INTERSECTION OF RIDGE ROAD AND MOON LAKE ROAD; AND RES-9 (RESIDENTIAL-9 DU/GA) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 9.86 ACRES OF REAL PROPERTY LOCATED ON THE EAST SIDE OF MOON LAKE ROAD APPROXIMATELY 1,455 NORTH OF THE INTERSECTION OF RIDGE ROAD AND MOON LAKE ROAD; AND A TEXT AMENDMENT CREATING SUBAREA POLICY FLU 7.1.84 – RIVER RIDGE PD; AND A MAP AMENDMENT TO THE FUTURE LAND USE MAP 2-9 ADDING SUBAREA MAP 2-9 (84) RIVER RIDGE PD. AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.



On **Thursday, June 19, 2025, at 1:30 p.m.**, the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing **at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida** to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On **Tuesday, August 19, 2025, at 1:30 p.m.**, the Pasco County Board of County Commissioners will hold an adoption public hearing **at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.**

[CPAS24(22) River Ridge PD]

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF
COUNTY COMMISSIONERS
PDE25-041

05/04/25 DB 39973-1

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

Justyna Gale, Forward Planning & Design

Owner and Record Title Holder(s) or Authorized Representative Name(s)

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 32-25-17-0000-00200-0032 Parcel J/L ;29-25-17-0000-00600-0000 (MPUD Parcel K3)

30-25-17-0000-00200-0000 (MPUD Parcel I2); 29-25-17-0000-00400-0020 (MPUD Parcel P2)

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: River Ridge MPUD Amendment (RZ-7688) and Comp Plan Amendment (CPA 24(22))

Project Number: RZ-7688 and CPA24(22)

Request: Change Comp Plan to Planned Development (MPUD Parcels I2, K3, P2); Modify Zoning: increase commercial to 125,000 SF and allow certain C-2 uses for K3; add 4 units to Parcel J/L for quadplex; increase height to 50 ft for P2 .

That attached is the following:

_____ Proof of publication from the _____ (newspaper name, if applicable).

x Certificate of mailing for the notices, which were mailed on 6/3/2025 and 6/4/2025 (Date).

x Photos showing the placement of and language on the signage, which was posted on 6/4/2025.

FURTHER AFFIANT SAYETH NOT

STATE OF FL
COUNTY OF Pinellas

(Date)

Justyna Gale

The foregoing instrument was acknowledged before me me by means of ☑ physical presence or ☐ online notarization, this 6-5-25 (date) by Justyna Gale (name of person acknowledging), who is personally known to me or who has produced FL DL (type of identification) as identification.

Seal:

NOTARY PUBLIC

SEAN G. SOMERS
Notary Public, State of Florida
Commission# HH 502404
My comm. expires May 9, 2028

DC 26

RIVER RIDGE HOMES INC
11022 TEE TIME CIR
NEW PORT RICHEY FL 34654-6229

BROWN DEBORAH KAY
7646 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

RASCIONATO ALEXANDER F & TRACY L
7638 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

SMIT PHILIP W & PEGGY A
7630 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

HARDWICK JOHN R & JANET S
7622 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

KRNJAICH MATTHEW J
7610 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

KNIGHT GARY W & KATHRYN
7602 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

BARTLETT ROBERTA E
7594 DAWSON CREEK LN
NEW PORT RICHEY FL 34654

KRAWIEC ANNA
7553 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

SKIK MAGDALENA
7557 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

ELLIS JOANNE
7565 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

ANDERSON REBECCA M
7569 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

ROBINSON LAURAN L REV TRUST
7577 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

RHODES SVETLANA
7585 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

TAYLOR BRENDA
7601 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

BUTLER DEBRA RAE
7615 DAWSON CREEK LN
NEW PORT RICHEY FL 34654

GILLESPIE DONNA M
7627 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

JENNINGS BEVERLY
7635 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

KRAMER JOHN & ANNA LIVING TRUST
7643 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

MOSCHITTO KATHERINE
7651 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

BATHURST BRUCE A & KATHRYN D
7665 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

BUXEDA BRENDA
7687 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

MERENS TAMARA
7699 DAWSON CREEK LN
NEW PORT RICHEY FL 34654

CALDERON GEORGE A & BALSCZAK OCTAVIO C ET AL
7707 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5415

MUSTO BARBARA
7715 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5415

EDGEWATER AT RIVER RIDGE COUNTRY CLUB ASS INC
7084 W. Gulf to Lake Hwy STE A
Crystal River FL 34429





0000

U.S. POSTAGE PAID
OLDSMAR, FL
34677
JUN 04, 25
AMOUNT
$16.90
S2324M502281-60

26 pieces

P2 7

DEB LIMITED PARTNERSHIP
C/O ALAN S GASSMAN PA
1245 COURT ST STE 102
CLEARWATER FL 33756-5856

DMMD I LLC
360 BLANCA AVE
TAMPA FL 33606-3630

MOON LAKE ROAD VENTURE LLC
3100 MCKINNON ST STE 250
DALLAS TX 75201

PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PINNACLE TOWERS ACQUISITION LLC
PMB 353
4017 WASHINGTON RD
MC MURRAY PA 15317-2520

RIVER RIDGE APTS OWNER LLC
2202 N WESTSHORE BLVD SUITE 125
TAMPA FL 33607

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE INC
PO BOX 278
DADE CITY FL 33526-0278

UNITED STATES POSTAL SERVICE

0000

U.S. POSTAGE PAID
OLDSMAR, FL
34677
JUN 04, 25
AMOUNT
$4.55
S2324M502281-60

7 pieces

OLDSMAR FL 34677 USPS JUN - 4 2025

I2 102

2018-4 IH BORROWER LP
1717 MAIN ST
STE 2000
DALLAS TX 75201

7948 EMPIRE COURT LLC
15321 AZRA DR
ODESSA FL 33556-1864

ADAMS NICK A & JANET T
962 BAYSHORE DR
TARPON SPRINGS FL 34689-2411

AHONEN CAIN
7937 LANSING DRIVE
NEW PORT RICHEY FL 34654

AIRPORT INVESTORS INC
8901 AIRWAY BLVD
NEW PORT RICHEY FL 34654-5101

AMERICAN HOMES 4 RENT C/O PROPERTY TAX DEPARTMENT
23975 PARK SORRENTO
SUITE 300
CALABASAS CA 91302

BANKSTON ALLEN C & CONSTANCE
7954 HATHAWAY DR
NEW PORT RICHEY FL 34654-6021

BATCHELOR RICHARD G
10700 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

BELLA RENTAL HOUSE LLC
9049 CALLAWAY DR
NEW PORT RICHEY FL 34655

BELLEVILLE MARCEL B & JUANITA A
10715 EARHART DR
NEW PORT RICHEY FL 34654-5215

BIONDO CHASE
8114 HATHAWAY DR
NEW PORT RICHEY FL 34654

BLUBAUGH THERESA M
10804 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6029

BRADY DEBBIE L
10800 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6060

BRIDGE SFR IV SEED BORROWER LLC
6836 MORRISON BLVD STE 320
CHARLOTTE NC 28211-4399

BROCK DARRELL EUGENE & DANIELLE CHRISTINE
7940 LANSING DR
NEW PORT RICHEY FL 34654-6025

CARLSON MICHAEL TROY JOHN
8106 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

CARPER C STEPHEN & SUSAN M
10804 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

CPI/AMHERST SFR PROGRAM RS LLC
5001 PLAZA ON THE LAKE STE 200
AUSTIN TX 78746

OLDSMAR FL 34677 JUN - 4 2025 USPS

CRACCHIOLO MATTHEW
10815 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6061

DENNY MICHELLE V
8014 HATHAWAY DR
NEW PORT RICHEY FL 34654-6023

DERANEY PAMELA J & GEORGE
7930 EMPIRE CT
NEW PORT RICHEY FL 34654-5860

DIAMANTOPULOS MARIO & ARIE FAMILY TRUST
10235 WORTHY LAMB WAY
NEW PORT RICHEY FL 34654-3646

DOUGLAS RICARDO
501 116TH AVE N APT 102
SAINT PETERSBURG FL 33716

EAGLES LANDING BAPTIST CHURCH INC
7975 RIVER RIDGE BLVD
NEW PORT RICHEY FL 34654-6000

EQUITY CORPORATION OF PASCO COUNTY INC
PO BOX 1055
NEW PORT RICHEY FL 34656-1055

FRYDRYCH KRYSTYNA
8043 LANSING DR
NEW PORT RICHEY FL 34654-6043

G & O SOLUTIONS ENTERPRISES
7135 TANGLEWOOD DR
NEW PORT RICHEY FL 34654-5721

GEE ANTHONY RICHARD & ANNETTE B
10720 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

GENOCCHIO ANTHONY FRANZ & NENA LAVAN
10824 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

GILSON DAVID R & DIANNE E
10731 EARHART DR
NEW PORT RICHEY FL 34654-5215

GONZALEZ DELMY & PERCY J
8011 HATHAWAY DR
NEW PORT RICHEY FL 34654-6024

GOODEN DANIEL THOMAS & DAWN
8013 LANSING DR
NEW PORT RICHEY FL 34654-6028

GUTENBERG FL LLC
1 UNION SQUARE W STE 301
NEW YORK NY 10003

HALL ROGER M & URREA NURIA & HANDLER MARK
10808 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6029

HILBISH JILLIAN & SHERMAN RYAN ALAN
10851 KENMORE DR
NEW PORT RICHEY FL 34654

HOAGUE DONNA M
8102 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

HORNBY JULIA E
4224 E BROADWAY
LONG BEACH CA 90803-1549

JENNETT CHRISTOPHER STEVEN
10740 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

JEZIORSKI LUKASZ
16 FOREMOST MOUNTAIN ROAD
TOWACO NJ 07082

JOHNSEN ASHLEE
8005 LANSING DR
NEW PORT RICHEY FL 34654-6028

KALABALUKOVIC ADMIR
10909 KENMORE DR
NEW PORT RICHEY FL 34654-6039

KALIVAS JOHN P & KALIVAS JOHN J
1176 OVERCASH DR
DUNEDIN FL 34698-5505

KERR DARREN WILSON & CLAUDIA ROSALIA
7942 HATHAWAY DR
NEW PORT RICHEY FL 34654-6021

KEZEMIDES GEORGE & KATERINA
9703 MILANO DR
TRINITY FL 34655-4679

LINARES ZORAIDA
10816 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6029

LOVEGROVE BETTY LOU
8018 HATHAWAY DR
NEW PORT RICHEY FL 34654-6023

LOVERO NATHAN & CAITLIN
10850 KENMORE DR
NEW PORT RICHEY FL 34654-6038

LYON CHERYL L
10301 PINENEEDLES DR
NEW PORT RICHEY FL 34654-5909



MARTIN GEOFFREY & CHRISTINA
7942 EMPIRE CT
NEW PORT RICHEY FL 34654-5860

MCARTHUR CLAUDIA I
8040 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

MCH SFR PROPERTY OWNER 1 LLC
14355 COMMERCE WAY
MIAMI LAKES FL 33016-1502

MERMELSTEIN DANIELLA R
8036 LANSING DR
NEW PORT RICHEY FL 34654-6042

MILLER JUDY
10807 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6046

MONTAN OMAR & LILY
7939 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

MURPHY GERARD M
8001 LANSING DR
NEW PORT RICHEY FL 34654-6028

NORRIS KATHLEEN A
8123 HATHAWAY DR
NEW PORT RICHEY FL 34654-6037

OAKS AT RIVER RIDGE HOMEOWNERS
5510 RIVER RD SUITE 104
NEW PORT RICHEY FL 34652

OCONNOR MARY E
8019 HATHAWAY DR
NEW PORT RICHEY FL 34654-6024

OLYMPUS BORROWER 1 LLC
PO BOX 4090
SCOTTSDALE AZ 85261

OWENS JUDITH R
8012 LANSING DR
NEW PORT RICHEY FL 34654-6027

PALL AEROPOWER CORPORATION
10540 RIDGE RD STE 200
NEW PORT RICHEY FL 34654-5111

PASCO COUNTY
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PENCE ERIC S & DENISE M
8003 HATHAWAY DR
NEW PORT RICHEY FL 34654-6024

PETERS FRANK J & PETERS CLIFFORD CHRISTOPHER
8037 LANSING DR
NEW PORT RICHEY FL 34654-6043

POLANCO FRANCISCO O MENDEZ & VARGAS JENNIFFER
7928 HATHAWAY DR
NEW PORT RICHEY FL 34654-6021

POREBSKI PETER T & POREBSKI JOYCE M TRUST
8841 SKYMASTER DR
NEW PORT RICHEY FL 34654-5237

PROGRESS RESIDENTIAL BORROWER 1 LLC
PO BOX 4090
SCOTTSDALE AZ 85261-4090

RAYBOULD JESSIE A
12110 CARVER AVE
NEW PORT RICHEY FL 34654-4713

RECCHI DANIEL & ALICIA
10845 KENMORE DR
NEW PORT RICHEY FL 34654-6050

REESE JEANNE M REV TRUST REESE JEANNE M TRUSTEE
PO BOX 1069
PORT RICHEY FL 34673-1069

RIVER RIDGE HOMES INC
11022 TEE TIME CIR
NEW PORT RICHEY FL 34654

ROBINETTE ALMA D & TIMOTHY P
PO BOX 145
NEW PORT RICHEY FL 34656-0145

RODRIGUEZ STEPHEN PAUL & TERESA MICHELLE
10901 EARHART DR
NEW PORT RICHEY FL 34654-5204

RUSSELL RAY & HABLA-RUSSELL GALE A TRUST
10915 KENMORE DR
NEW PORT RICHEY FL 34654-6039

RYBA THOMAS A & CHRISTINA R
10809 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6061

SANDERFER SUSAN M TRUST SANDERFER SUSAN M TRUSTEE
8026 HATHAWAY DR
NEW PORT RICHEY FL 34654

SATKOWSKI ARLENE M
10836 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

SAYLOR GLENN E & JOANN
10920 EARHART DR
NEW PORT RICHEY FL 34654-5216

SCHMIDT TIMOTHY JAMES & WEINLEIN STEVEN JOHN
10805 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6061

SCIALABBA CAROL A
7935 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

SFR JV 1 2019 1 BORROWER LLC C/O TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-5426

SFR XII TAMPA OWNER 1 LP
9200 E HAMPTON DR
CAPITOL HEIGHTS MD 20743-3820

SHAHINIAN JINEV LIVING TRUST SHAHINIAN JINEV TRUSTEE
10903 KENMORE DR
NEW PORT RICHEY FL 34654-6039

SPILLMAN SCOTT
7932 LANSING DR
NEW PORT RICHEY FL 34654-6025

SRP SUB LLC
1717 MAIN ST STE 2000
DALLAS TX 75201-4657

STARR WILLIAM D TRUST STARR WILLIAM D TRUSTEE
10605 EARHART DR
NEW PORT RICHEY FL 34654-5215

STOKES JASON DANIEL & MARY JOHANNA
8103 HATHAWAY DR
NEW PORT RICHEY FL 34654-6037

STROBBE NICHOLAS D & ELLIOTT NICOEL
10841 EARHART DR
NEW PORT RICHEY FL 34654-5215

TAH MS BORROWER LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-8014

OLDSMAR FL 34677 USPS JUN - 4 2025

THE OAKS AT RIVER RIDGE HOMEOWNERS ASS INC C/O
PROGRESSIVE INC
6014 US HIGHWAY 19 N STE 100
NEW PORT RICHEY FL 34652-2535

TIWARY ANURAG DEVESH
10653 EARHART DR
NEW PORT RICHEY FL 34654-5215

TOPIC JOSIP & TOPIC SANDRA
10910 KENMORE DR
NEW PORT RICHEY FL 34654-6045

TRANS AM SFE II LLC
5001 PLAZA ON THE LK STE 200
AUSTIN TX 78746-1053

TRIOLO NATHAN A & DIANE
8016 LANSING DR
NEW PORT RICHEY FL 34654-6027

VAN DEILEN RONALD J & JACQUELINE G
7915 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

VERNEY SIMONE M
9145 TOPNECK ST
NEW PORT RICHEY FL 34654-4477

WATERS SANDRA & DAVID R
7936 EMPIRE CT
NEW PORT RICHEY FL 34654

WEISENFELD SARAH
7931 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

WHITMORE KEVIN R
8127 HATHAWAY DR
NEW PORT RICHEY FL 34654-6037

WIAK-PEREZ ANNA J & WIAK CECILIA & WIAK MIROSLAW
8115 HATHAWAY DR
PORT RICHEY FL 34654

WORTEL VICKI M & RONALD J
8052 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036



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ALTO ASSET COMPANY 1 LLC
5001 PLZ ON THE LAKE
STE 200
AUSTIN TX 78746-1053

AMERICAN HOMES 4 RENT C/O PROPERTY TAX DEPT
23975 PARK SORRENTO
SUITE 300
CALABASAS CA 91302

AMH 2015-1 BORROWER LLC C/O PROPERTY TAX DEPT
23975 PARK SOREENTO
SUITE 300
CALABASAS CA 91302

BAY WEST RENTALS LLC
3263 GLENNA LN
SARASOTA FL 34239

BERNIER DONALD
11027 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

BIALA LEON W JR
8010 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

BOTTASS MICHAEL J & DAVIS LYNDSIE I
7923 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

BROWN ADRIANNA
11021 KENMORE DR
NEW PORT RICHEY FL 34654

BURCOM LLC
3600 GALILEO DR STE 104
TRINITY FL 34655

CBAR ASSET COMPANY LLC
401 CONGRESS AVE 33RD FL
AUSTIN TX 78701

CORCORAN RAYMOND V & JOAN E REV LIV TRUST
11019 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

COTTRELL RICHARD W IV & TAMI R
11217 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6375

DANGELO BENJAMIN D & JENNIFER
7938 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

DANSEREAU SALLY JOYCE
8020 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

DARE WILLIAM J
11214 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

DELEON HERNAN
11026 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

DENEAU EDWARD C
11152 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

DIRHEIMER JUSTIN
10930 EARHART DR
NEW PORT RICHEY FL 34654-5216

DIVVY HOMES WAREHOUSE A LLC
PMB 81854
548 MARKET ST
SAN FRANCISCO CA 94104

DMMD I LLC
360 BLANCA AVE
TAMPA FL 33606-3630

OLDSMAR FL 34677
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DMMD I LLC
360 BLANCA AVE
TAMPA FL 33606-3630

DOW CULVER I S & EVANS COURTNEY LOIS
11016 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

DULA PHILLIP TODD & SUSAN MICHELE
11006 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

ELYASSI PROPERTIES LLC
13927 NESBIT CT
HUDSON FL 34669

FALCO ANTHONY VINCENT & STACI ELLEN
7939 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654

FELISMINO MA CAMLARIA
11009 KENMORE DR
NEW PORT RICHEY FL 34654

FESPERMAN JENNIFER K
11149 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

FIGUEROA-BUFFARDI YVONNE
11330 LONGHILL DR N
PINELLAS PARK FL 33782-2007

FIRLIK GERALD A & JEAN
11158 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

FKH SFR PROPCO H L P
600 GALLERIA PKWY STE 300
ATLANTA GA 30339

#30 VSE

FLEMING ROLAND THOMAS JR & LINDA DEANNE
11018 BENTWOOD CT
NEW PORT RICHEY FL 34654

FLORCZAK RADOSLAW ALEXANDER
7928 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

FLORIDA COMMERCIAL INVESTMENT II LLC
36181 E LAKE RD
PALM HARBOR FL 34685-3142

FLYING GAFF LLC
3201 TRIDENT TER
NEW PORT RICHEY FL 34652-3064

FYR SFR BORROWER LLC
3505 KOGER BLVD STE 400
DULUTH GA 30096-7672

GAYDA HELEN
7952 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

GELB BRUCE & GAIL
11020 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

GENAO YONI F
7935 CHADWICK DR
NEW PORT RICHEY FL 34654-6069

GERTZ KARL R & CAROLE
11033 KENMORE DR
NEW PORT RICHEY FL 34654-6041

GO FRANCES & BALORIO GLENN
7919 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

GONZALEZ JOSEPH FRANK
7944 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

GORDON ERIC G
10315 LYNWOOD CREEK UNIT 102
SAN ANTONIO TX 78245

GREEN CHAD J & RICHELE E RAND
11003 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

GRIMBERG ALEXANDER R
11216 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

GULLIAN HELEN ELAINE
11139 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

HALAMA CHRISTINE M
452 BROADWAY ST
CHICOPEE MA 01020-2403

HAMPTON VILLAGE AT RIVER RIDGE ASSOCIATION INC
7084 W GULF TO LAKE HWY
CRYSTAL RIVER FL 34429-7838

OLDSMAR FL 34677
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HATALA CAROL A
11230 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

HIDDEN RIDGE OF PASCO HOMEOWNERS ASS INC
3600 GALILEO DR STE 103
TRINITY FL 34655

HILL CODY A & SILVIA DAKOTA A
11011 FREEMONT DR
NEW PORT RICHEY FL 34654

HITT RAYMOND REYNOLDS III
11145 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

HOFFMAN ANDREA
11001 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

HOLLIS AMY
11028 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

JASSOY ELIZABETH L
11155 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

KEROLLOS KEROLLOS & ABDELSAYED SARA
11210 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

KEZEMIDES GEORGE & KATERINA
9703 MILANO DR
TRINITY FL 34655-4679

KOCOTOS PETER THOMAS
11022 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

KOSTURSKI JOSEPH & ROSEMARY LIVING TRUST
11234 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

KOWAL BRYAN & SARA
10900 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5214

LAMB GEORGE BRAD & LINDA MARIE
11001 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

KJE 30

LLOYD JUSTIN DOUGLAS & MINDA GENABE
8104 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

LOEFFLER FAMILY TRUST LOEFFLER ROBERT H & REBECCA
7928 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

LYONS CLIFFORD & ROSEMARY TRST
11220 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

MARSOLINO JAMES LOUIS & PATRICIA ANN
11222 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

MCKALE ALLEN M & RUBY
11027 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

MICKUS DAVID & MICHELLE
8116 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

MILE HIGH TL BORROWER 1 (INCOME) LLC
PO BOX 4090
SCOTTSDALE AZ 85261

MORGAN VIVIENNE B & JERRY F
11031 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

MORRIS IRVIN W JR & ET AL
8038 CHADWICK DRIVE
NEW PORT RICHEY FL 34654

MORRISON EUGENE A & LUCILLE E LIVING TRUST
11142 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

MULLIS MASON W II & SANDRALEE
11219 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6375

MURPHY ELIZABETH G
7918 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

NEW PORT RICHEY PROPERTIES LLC
1975 HEMPSTEAD TPKE STE 309
EAST MEADOW NY 11554

NEW PORT RICHEY PROPERTIES LLC
1975 HEMPSTEAD TPKE STE 309
EAST MEADOW NY 11554

NGUYEN BINH & PHAN MIMI
12542 ECLIPSE CT
NEW PORT RICHEY FL 34654-6354

NIX DAVID L & CONSTANCE B
7933 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

NIX MARLICE J
11153 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

NOVICK SHERI L
7946 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

OAKS AT RIVER RIDGE HOMEOWNERS
5510 RIVER RD SUITE 104
NEW PORT RICHEY FL 34652

ONEILL TRUST ONEILL RONALD & BONNIE
7927 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

OUELLETTE ROBERT G & BARBARA A
11236 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

ODSMAR FL 34677
JUN 3 2025
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PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PASEK TOMASZ W & DOROTA J
11151 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

PETERS CLIFFORD C
8004 CHADWICK DRIVE
NEW PORT RICHEY FL 34654

PLANTE-GRUNDSET PAMELA A
11146 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

PROGRESS RESIDENTIAL BORROWER
PO BOX 4090
SCOTTSDALE AZ 85261-4090

PSIHOULAS ALEXIA
11021 FREEMONT DR
NEW PORT RICHEY FL 34654

RAMOS ALEXANDER
11030 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

RAVENNA ANTHONY SILVIO & SHANNA LYNN
11000 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

RHOADS JEFFREY L JR
4351 SEAGULL DR
NEW PORT RICHEY FL 34652-2006

RIVER RIDGE HOMES INC
11022 TEE TIME CIR
NEW PORT RICHEY FL 34654

RODRIGUEZ FAMILY TRUST RODRIGUEZ ESPIRIDION
11215 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

ROUNDS LYNDA G
11148 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

RUDNICKA MARIA & PIETRUSZEWSKI ALEXANDER
11144 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

RUDNICKA MARIA L
8000 CHADWICK DRIVE
NEW PORT RICHEY FL 34654

RYAN WILLIAM L
11015 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

SAFKO BETTY F TRUST
C/O MARY KNIGHT
10914 BRIDLETON RD
PORT RICHEY FL 34668-2657

SCARICACIOTTOLI TRUST
7932 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654

SCHMITTDIEL CHARLES J
11005 MILLBURY CT
NEW PORT RICHEY FL 34654

SCHUELKE LILIANA & MICHAEL
11154 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

SECKEL ROBERT L JR
11015 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

SEHMI HARJEET S
11001 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

SEREBOFF JENNIFER L
11226 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

SEVEN POINTS BORROWER LLC
PO BOX 4090
SCOTTSDALE AZ 85261

SFR JV 1 2019 1 BORROWER LLC TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-5426

SFR JV-1 2020-1 BORROWER LLC TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-5426

SHERTREE PROPERTIES LLC
35117 CONDOMINIUM BLVD
ZEPHYRHILLS FL 33541

SIGNORELLI TINA M & GARY M
11012 KENMORE DR
NEW PORT RICHEY FL 34654-6040

SKAGGS JAMES W & CAMACHO ANTONIO
11009 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

SRP SUB LLC
1717 MAIN STREET SUITE 2000
DALLAS TX 75201

STERLING DANIEL M & CAROLINE L
7924 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

OLDSMAR FL 34677
JUN 3 2025
USPS

STODOLNY DANUTA
90 NOVA SCOTIA RD
BRAMPTON ON L6Y 5S9

TREBOR PROPERTIES INC
3152 LITTLE RD #148
TRINITY FL 34655-1864

TRUE NORTH PROPERTY OWNER B LLC
PO BOX 4090
SCOTTSDALE AZ 85261

VALENZANO SHARI L
11 REDCOAT RD
NORWALK CT 06850

VAN BURK NICHOLAS DAVID
8026 CHADWICK DR
NEW PORT RICHEY FL 34654

VENTURA CARLOS E
11021 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

WARD SHARON L
11224 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

WASSERMAN SCOTT M
11018 KENMORE DR
NEW PORT RICHEY FL 34654-6040

WEST JOHN & AN-CHUN
10951 KENMORE DR
NEW PORT RICHEY FL 34654-6039

#4 LSE

WINDSOR PLACE AT RIVER RIDGE
C/O PARKLANE REAL ESTATE SVCS
7084 W. GULF TO LAKE HWY
CRYSTAL RIVER FL 34429-7838

YEIDER BARBARA
7930 BARCLAY RD
NEW PORT RICHEY FL 34654-6049

YIP ALLAN YIU-WOO & WAI-HUNG ALFORD
8100 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

ZARAGOZA KAREN
11014 AUSTIN CT
NEW PORT RICHEY FL 34654-6033





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JUN 03, 25
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JUN 03, 25
AMOUNT
$19.50
S2324M502594-02



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34677
JUN 03, 25
AMOUNT
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S2324M502594-02

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PLANNING COMMISSION AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** PDE25-7688 **DATE:** 6/19/2025

SUBJECT: Substantial Modification (Consent) – River Ridge MPUD Master Planned Unit Development – River Ridge Homes, Inc. – Rezoning Request from MPUD Master Planned Unit Development to MPUD Master Planned Unit Development District to Allow for the Reinstatement of Entitlements from the River Ridge DRI to the River Ridge MPUD, Increasing Commercial Entitlements on Parcel K3, Increasing Residential Entitlements on Parcel J/L, Decreasing Commercial Entitlements on Parcel I2, Increase the Height Limit on Parcel P2, and Associated Revisions to the Conditions of Approval on Approximately 1,388.2 Acres, Located in West Central Pasco County

REFERENCES: All Planning Commission (PC) and Board of County Commissioners (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC at NPR 6/19/2025; BCC at NPR 8/19/2025

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:

Recommend approval of the rezoning request with conditions to the Board of County Commissioners (BCC).

BACKGROUND:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment – MPUD Master Planned Unit Development; Section 522 – MPUD Zoning District.

Proposed is a substantial modification to the River Ridge MPUD Master Planned Unit Development District to reinstate entitlements from the former River Ridge Development of Regional Impact (DRI), allow for the reinstatement of the MPUD entitlements, increase the commercial intensity on Parcel K3, increase residential density on Parcel J/L, decrease the commercial intensity on Parcel I2, and increase the height limit on Parcel P2. The proposed MPUD Master Plan and Conditions of Approval have been updated herein to reflect these changes.

On April 10, 2024, the River Ridge DRI entitlements were rescinded pursuant to DRI Rescission Resolution No. 24-48RZ. As a result of this rescission, the proposed amendment to substantially modify the MPUD seeks to re-adopt entitlements previously approved on September 19, 2016, pursuant to Rezoning Petition No. 1530, and re-establish entitlements via the MPUD Master Plan (i.e., download entitlements from the DRI to the MPUD, completing the rescinding process). As part of this application, the substantial modification will impact the following vacant or partially vacant parcels and re-instate the following entitlements (with the exception of Parcels K3 and J/L as the applicant is requesting to increase the previously approved entitlements):

- Parcel I2: 13,590 square feet (sf) of commercial (the applicant is seeking a reduction of the commercial entitlements from the originally approved 13,800 sf, resulting in a reduction of 210 sf);

- Parcel K3: 125,000 sf of commercial (the applicant is seeking an increase to the non-residential entitlements from the originally approved 64,285 sf, resulting in an additional 60,715 sf);
- Parcel P2: 7,500 sf of commercial, and 225 multi-family (MF);
- Parcels G1 and G2: 94,000 sf of commercial, and 15,000 sf of office;
- Parcel K2: 121,000 sf of commercial;
- Parcel P3: 16,000 sf of commercial;
- Parcel J/L: 260 single-family dwelling units (the applicant is seeking an increase to the residential entitlements from the originally approved 256 dwelling units, resulting in an additional 4 du).

These entitlements are consistent with the existing 2025 Pasco County Comprehensive Plan for the River Ridge community with the exception of parcels K3, I2, and P2 which are seeking a separate application for an amendment to the Future Land Use (FLU) map to PD (Planned Development) FLU. That amendment will make those parcels consistent with the Comprehensive Plan.

PDE has agreed to the applicant's request that Parcel P2 will be exempt from PM-26 because this parcel had multi-family entitlements prior to PM-26's effective date. Additionally, the built-out portions of this MPUD, which include existing townhomes, were developed prior to the adoption of PM-26. PRNR has agreed to the applicants' request that Parcel P2 qualifies for an exemption of LDC section 905.1 Neighborhood Parks requirements, citing LDC Section 905.1.E which permits an exemption of 905.1 so long as 80% of the PSP/PDP submittals of residential communities in the River Ridge MPUD were approved prior to November 8, 2002, which is the case in the River Ridge MPUD.

Carwashes as a use within this MPUD will be subject to the adopted Car Wash Ordinance, which makes carwashes a conditional use that would need to be sought separately from this application and subject to approval by the BCC (in accordance with LDC 402.3). Ridge Road is not an identified roadway corridor per LDC Section 1105.4, Corridor Specific Design Standards. Any potential self-storage use would be required to follow Section 1105 Self-Storage Facilities Design Standards. Parcels P2, I2, G1, G2 will retain their previous non-residential permitted uses.

Additionally, Parcel P2's alternative parking standard approval (ALTSTD-2022-00053) on June 29, 2022 (PDD22-0450) shall remain in full force and effect. This reduction allowed for 1.4 spaces per unit pursuant to a parking study submitted by the applicant.

The applicant is also seeking the following variations from the LDC:

Variation No. 1 – **LDC Section 805.6,** *Restrictions on Post-development Wetlands and Upland Buffers within Residential Lots and Nonresidential Parcels,* from **LDC Section 805,** *Wetlands,* and any other applicable section of the LDC.

STAFF VARIATION REQUEST(S) ANALYSIS:

Variation No. 1 – Applicant requests a variation from LDC section 805, *Wetlands,* specifically 805.6, *Restrictions on Post-development Wetlands and Upland Buffers within Residential Lots and Nonresidential Parcels,* to ensure the property owners of non-residential parcels under single ownership are responsible for all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, or other special-purpose areas without dedication to an association or CDD.

PDE is amenable to the request as it accomplishes the intent of LDC section 805.6.

This agenda memo was prepared by Kurt Siverson, Planner I

SITE DETAILS

The project is located in the Central Market Area; the River Ridge MPUD is generally located on the south side of Ridge Road west of the intersection of Ridge Road and Decubellis/Moon Lake Road; and on the north and south sides of Ridge Road east of the intersection of Ridge Road and Decubellis/Moon Lake Road. (Parcel ID Nos.: 29-25-17-0000-00600-0000, 30-25-17-0000-00200-0000, et al.).

Commission District:	The Honorable Lisa Yeager
Project Name:	River Ridge MPUD
Applicants' Name(s) :	River Ridge Homes, Inc.
Current Zoning District:	MPUD Master Planned Unit Development District
Proposed Zoning District:	MPUD Master Planned Unit Development District
Future Land Use (FLU) Classification:	RES-3 (Residential-3 du/ga) RES-6 (Residential-6 du/ga) RES-9 (Residential-9 du/ga)
Water/Sewage:	Pasco/Pasco
Flood Zone:	A & X
Requested Entitlements:	Parcel I2: 13,590 sf Commercial Parcel K3: 125,000 sf Commercial Parcel P2: 7,500 sf Commercial, 225 MF Parcels G1 & G2: 94,000 sf Commercial, 15,000 SF Office Parcel K2: 121,000 sf Commercial Parcel P3: 16,000 sf Commercial Parcel J/L: 260 Single-Family Residential Dwelling Units
Roads/Access:	Ridge Road (County, Arterial) Decubellis Road (County, Collector), Moon Lake Road (County, Arterial)

MPUD SURROUNDING CONDITIONS ANALYSIS

1. The River Ridge MPUD, inclusive of the former DRI, is mostly built out and contains residential communities totaling 2,114 units (PDD13-713E), commercial endeavors totaling 466,290 square feet, and office uses of 15,000 square feet on all 1388.2 acres.
2. The River Ridge MPUD contains public uses including the River Ridge high school complex, conservation land, park acreage, and a golf course.
3. North of River Ridge MPUD, abutting Ridge Road, are several residential communities and commercial developments. Across Ridge Road from Parcel K3 is the Hidden Ridge residential community, which has been approved for 70 single-family dwelling units.
4. North of River Ridge MPUD is the Hidden Lake residential community and private airport, totaling 150 single-family dwelling units.
5. South and east of the River Ridge MPUD are conservation lands owned by the Southwest Florida Water Management District.

SURROUNDING ZONING AND LAND USES

	Zoning District	Future Land Use (FLU)	Existing Use
North	R-1 (Rural Density Residential District), R-4 (High Density Residential District), C-2 (General Commercial District), MF-2 (Multiple-Family High Density District)	RES-3 (Residential-3 du/ga), RES-9 (Residential-9 du/ga), R/O/R (Retail/Office/Residential), COM (Commercial)	Primarily residential
South	A-C (Agricultural), PUD (Planned Unit Development District), R-4 (High Density Residential District)	RES-6 (Residential-6 du/ga), CON (Conservation Lands), Major Recreation, COM (Commercial)	Primarily undeveloped conservation
East	R-4 (High Density Residential District), PUD (Planned Unit Development)	CON (Conservation Lands)	Primarily undeveloped, conservation
West	E-R (Estate Residential District), PUD (Planned Unit Development District), A-C (Agricultural)	RES-1 (Residential-1 du/ga), RES-3 (Residential-3 du/ga)	Primarily residential, public uses

PREVIOUS ZONING ACTION(S) AND BACKGROUND DETAILS

1. On November 24, 1981, the Board of County Commissioners (BCC) approved Rezoning Petition No. 1567 creating the River Ridge MPUD Master Planned Unit Development District.
2. On October 9, 2013, the BCC approved Rezoning Petition No. 7083, a request to amend MPUD Conditions of Approval to provide a document reflecting the original conditions of approval (COAs) and incorporate all approved amendments.
3. On October 11, 2016, a non-substantial modification was approved for a request to exchange entitlements pursuant to Section 3.a. of the approved Development Order (DO) for River Ridge DRI (Resolution No. 06-134).
4. On April 10, 2024, the BCC approved DRI Recission Rescission Resolution No. 24-48RZ, which formally rescinded the River Ridge Development of Regional Impact (DRI).
5. On May 20, 2024, a non-substantial modification was processed to the River Ridge MPUD (PEG24-0292) to increase the maximum building height from 45 feet to 50 feet for the multi-family development on Parcel P2. However, because the DRI was rescinded the month prior (No. 24-48RZ) with no accompanying substantial modification to the MPUD, this parcel no longer retained any previous entitlements. Therefore, the non-substantial amendment could not increase the building height limit on a parcel that had no entitlements. A vested rights application pursuant to Section 407.6 of the LDC was filed by the owner of Parcel P2 based on this non-substantial modification; however, this vested rights application will be rendered moot by the approval of this substantial modification request.

FINDINGS OF FACT

1. Approval by the Pasco County Board of County Commissioners will entitle the River Ridge MPUD parcels by the following:
   Parcel AA: 5 single-family residential units on 2.33 acres;
   Parcel A: 66 single-family residential units on 53.42 acres;
   Parcel B: 164 single-family residential units on 61.05 acres;
   Parcel C: 90 single-family residential units on 24.6 acres;
   Parcel D: 160 single-family residential units on 69.7 acres;
   Parcel E: 322 multi-family residential units on 48.3 acres;
   Parcel F1/G: 59 single-family residential units on 14.7 acres;
   Parcel F2: public service uses on 12.8 acres;
   Parcel GC: golf course on 121.3 acres;
   Parcel G1: 34,000 sf of commercial & 15,000 sf of office on 8.0 acres;
   Parcel G2: 60,000 sf of commercial on 7.5 acres;
   Parcel H: public service use on 3.0 acres;
   Parcel I1: 370 single-family residential units on 71.6 acres;
   Parcel I2: 13,590 sf of commercial on 2.9 acres;
   Parcel J/L: 260 multi-family units on 108.2 acres;
   Parcel K1: 32 villa/townhome residential units & 125 single-family residential units on 48.5 acres;
   Parcel K2: 121,000 sf of commercial on 13.0 acres;
   Parcel K3: 125,000 sf of commercial on 13.7 acres;
   Parcel M: school complex on 122.8 acres;
   Parcel N/O: 129 single-family residential units on 33.2 acres;
   Parcel P: Portion of Jay B. Starkey Wilderness Park on 65.0 acres;
   Parcel P2: 7,500 sf of retail & 225 multi-family units on 10.6 acres;
   Parcel P3: 18,000 sf of commercial on 3.0 acres;
   Parcel Q1: power station on 4.0 acres;
   Parcel Q2: public service use on 3.0 acres;
   Parcel R: 167 single-family residential units on 51.8 acres;
   Parcel S/T: 169 single-family residential units on 73.9 acres.

2. Parcels K2, P3, G1, and G2 located within the existing River Ridge MPUD Master Planned Unit Development District are not considered to be in conflict with the existing Residential Future Land Use (FLU) pursuant to Policy FLU 1.6.1.e.(2) which permits commercial development on property that was designated as a commercial zoning district prior to the effective date of the 2025 Pasco County Comprehensive Plan on April 9, 1991, and is located within 1,320 feet of the intersection of an existing arterial and/or collector roadway. These parcels were zoned for commercial through the MPUD Master Planned Unit Development COAs on November 24, 1981. Parcel K2 is located at the southwest corner of the intersection of Moon Lake Road and Ridge Road; Parcel P3 located at the northeast corner of the intersection of Moon Lake Road and Ridge Road; Parcel G1 is located on the east side of Decubellis Road approximately 1,165 feet south from the intersection of Moon Lake Road and Ridge Road; and Parcel G2 is located at the southeast corner of the intersection of Moon Lake Road and Ridge Road. Parcels K2, P3, G1, and G2 were commercially zoned prior to April 9, 1991, and meet the locational criteria set forth in Policy FLU 1.6.1.e.(2), therefore, these parcels are identified as a Medium Commercial Node to permit commercial development within the current RES-6 FLU.

3. Reviewed concurrently, CPAS24(22) is a small-scale Comprehensive Plan Amendment (CPAS) in the name of River Ridge PD. The proposed amendment will include the creation of Subarea Policy FLU 7.1.84, identified on Subarea Map 2-9(84), for parcels K3, I2, and P2, to facilitate the post-DRI recission MPUD modification and ensure consistency with the nonresidential uses previously approved.

4. Parcels K3, P2, and I2 are currently vacant. Parcels G1 and G2 are partially developed.

5. Upon the effective date of this MPUD, Vested Rights Application MSTRGR-2025-00011 is deemed withdrawn/moot.

6. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.

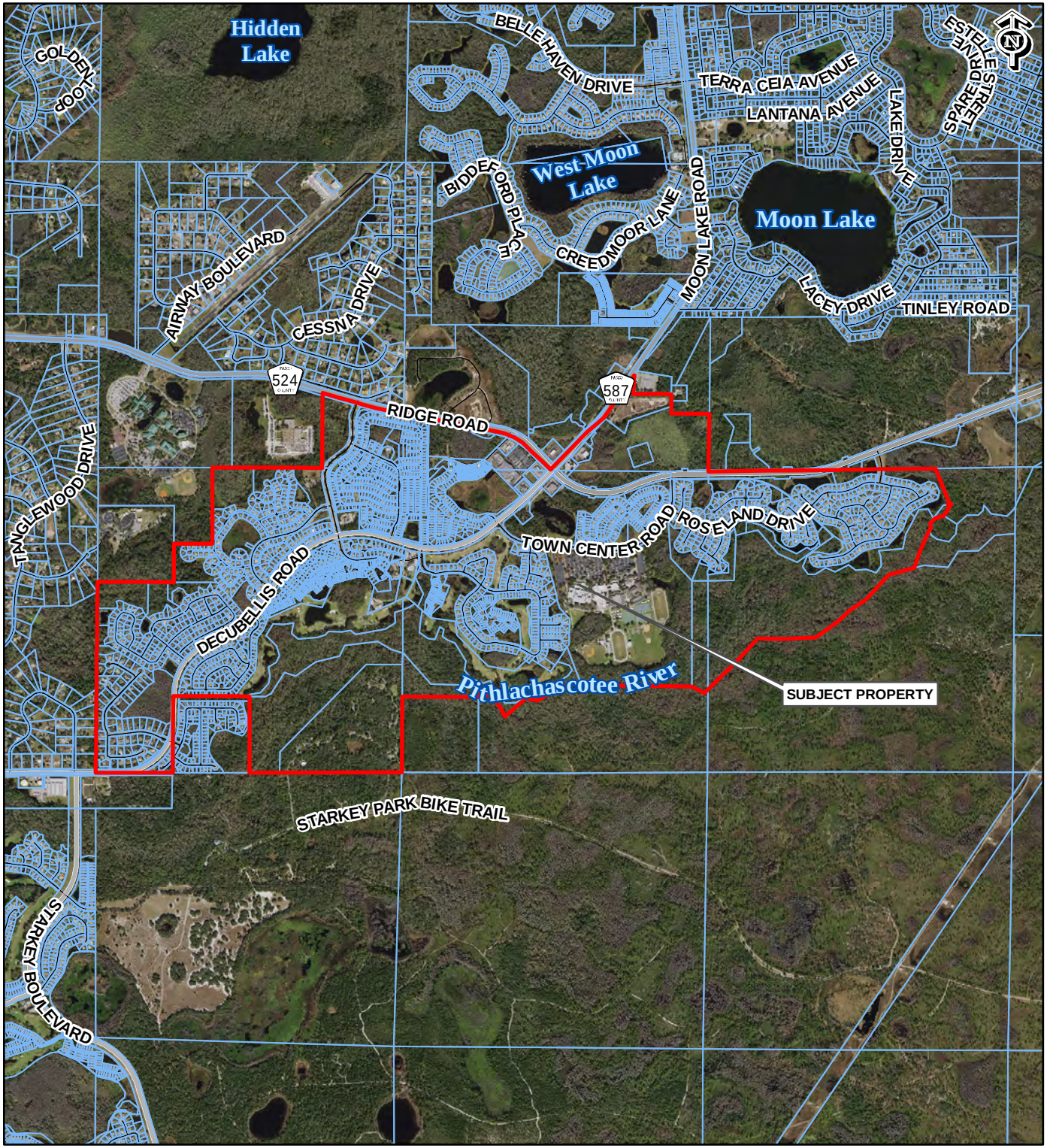
PRELIMINARY FEASIBILITY ANALYSIS

A preliminary feasibility analysis was conducted by the Planning, Development, and Economic Growth (PDE) department. The following assessments/comments/conditions are derived from the various County departments and other agencies.

1. Timing and Phasing (T&P) and/or Substandard Road Analysis (SSRRA): The PDE transportation planner concluded the network operates within the adopted level of service, approving timing & phasing record T&P-2024-00055.
2. Pasco County Utilities (PCU): The Pasco County Utilities Department had no objection to the proposal.
3. Pasco Sheriff's Office (PSO): The Pasco Sheriff's Office did not provide comments.
4. Fire: Fire Services had no objection to the proposal.
5. Emergency Management: The Emergency Management department had no objection to the proposal.
6. Parks, Recreation, and Natural Resources (PRNR): The Parks, Recreation, and Natural Resources department provided comments, and is in agreement with the conditions of approval as provided.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

ATTACHMENT(S):
1. PDE25-7688: Visuals Packet
2. PDE25-7688: Exhibits A, B, C
3. PDE25-7688: Parcels K3 I2 and P2 PD Subarea Policy
4. PDE25-7688: Affidavit - TBT Publishing (original)
5. PDE25-7688: Affidavit - TBT Publishing (corrective)
6. PDE25-7688: Affidavit of Public Notice



RZ-7688
MPUD TO MPUD

29-25-17-0000-00600-0000 ET AL

RIVER RIDGE HOMES INC/
RIVER RIDGE MPUD
PMB 90
9119 RIDGE RD
NEW PORT RICHEY, FL 34654

PHYSICAL LOCATION:
EAST OF LITTLE RD, SOUTH OF RIDGE RD

TAZ-190, 191
COMMISSION DISTRICT: 4

SUBJECT PROPERTY

0 2,500 5,000
Feet

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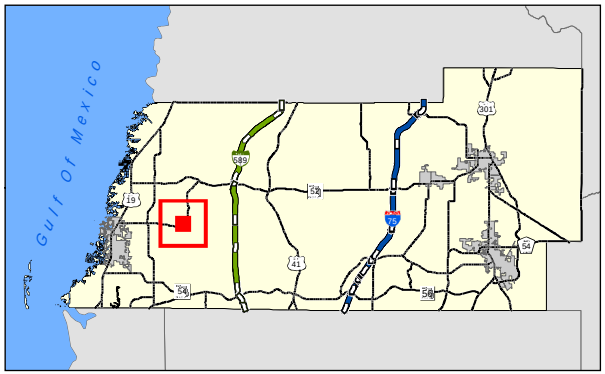

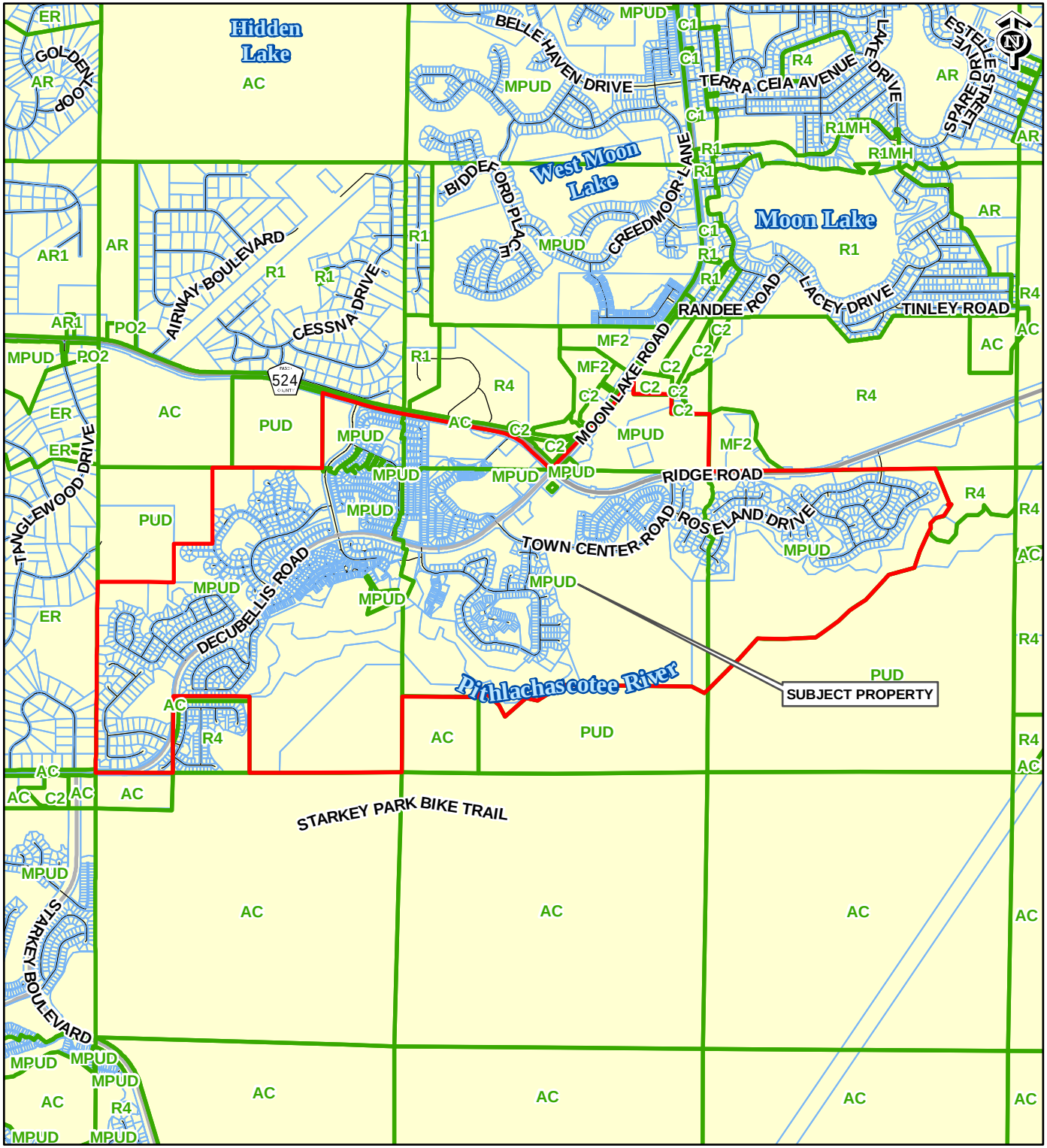

RZ-7688
MPUD TO MPUD

29-25-17-0000-00600-0000 ET AL

RIVER RIDGE HOMES INC/
RIVER RIDGE MPUD
PMB 90
9119 RIDGE RD
NEW PORT RICHEY, FL 34654

PHYSICAL LOCATION:
EAST OF LITTLE RD, SOUTH OF RIDGE RD

TAZ-190, 191
COMMISSION DISTRICT: 4

SUBJECT PROPERTY

EXISTING ZONING

0 2,500 5,000
Feet

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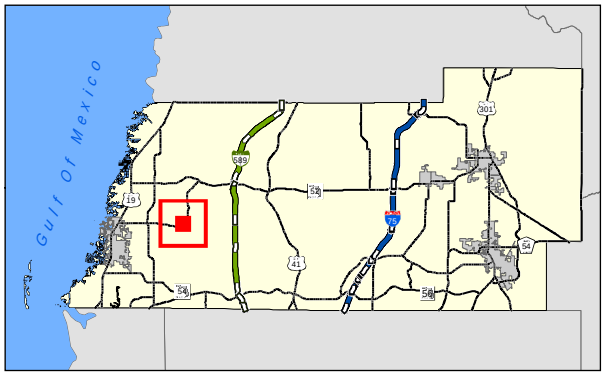

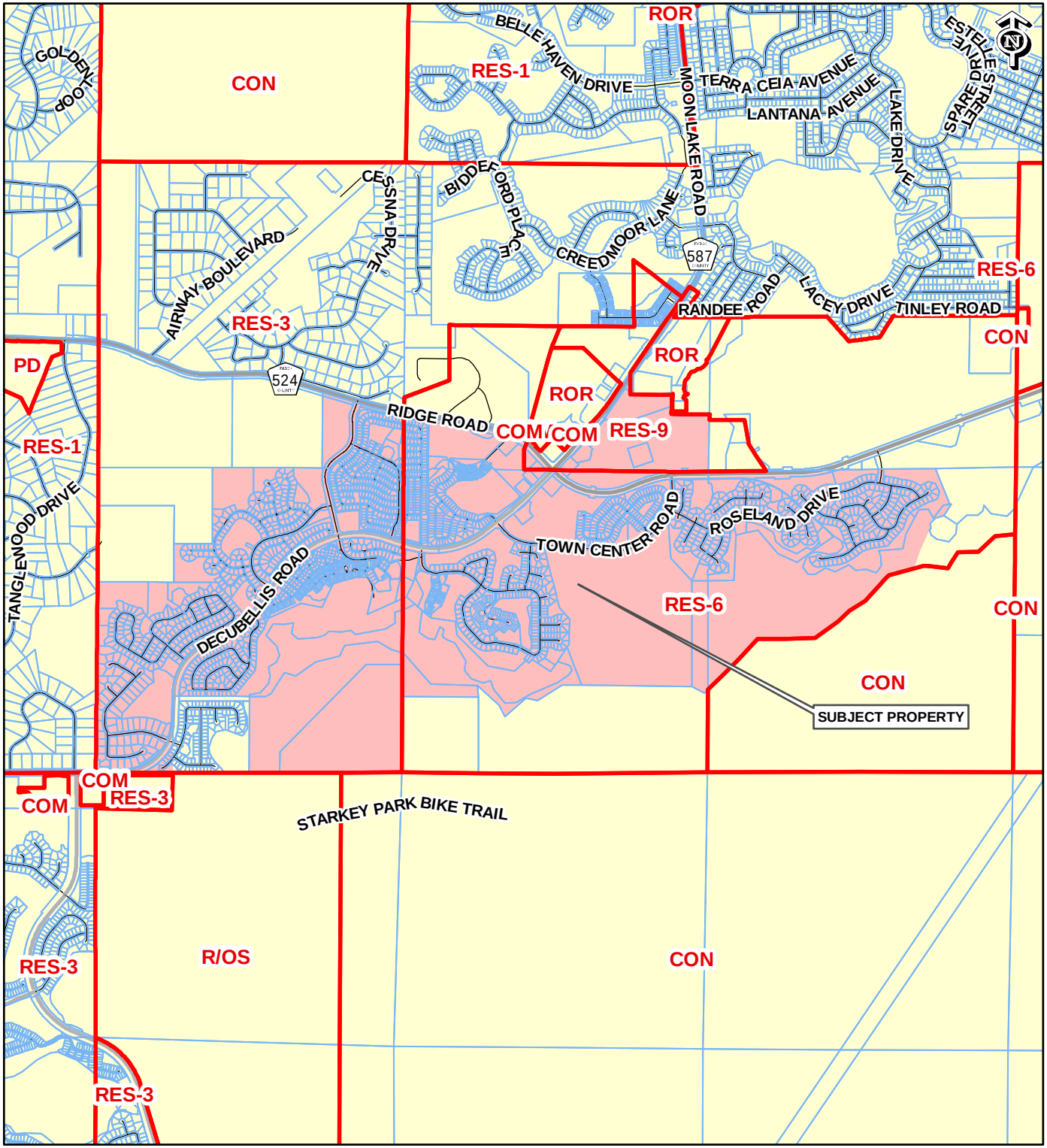

RZ-7688
MPUD TO MPUD

29-25-17-0000-00600-0000 ET AL

RIVER RIDGE HOMES INC/
RIVER RIDGE MPUD
PMB 90
9119 RIDGE RD
NEW PORT RICHEY, FL 34654

PHYSICAL LOCATION:
EAST OF LITTLE RD, SOUTH OF RIDGE RD

TAZ-190, 191
COMMISSION DISTRICT: 4

SUBJECT PROPERTY

FUTURE LAND USE 2025

0 2,500 5,000
Feet

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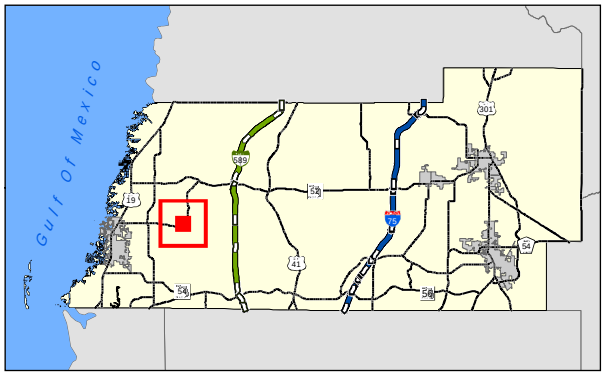

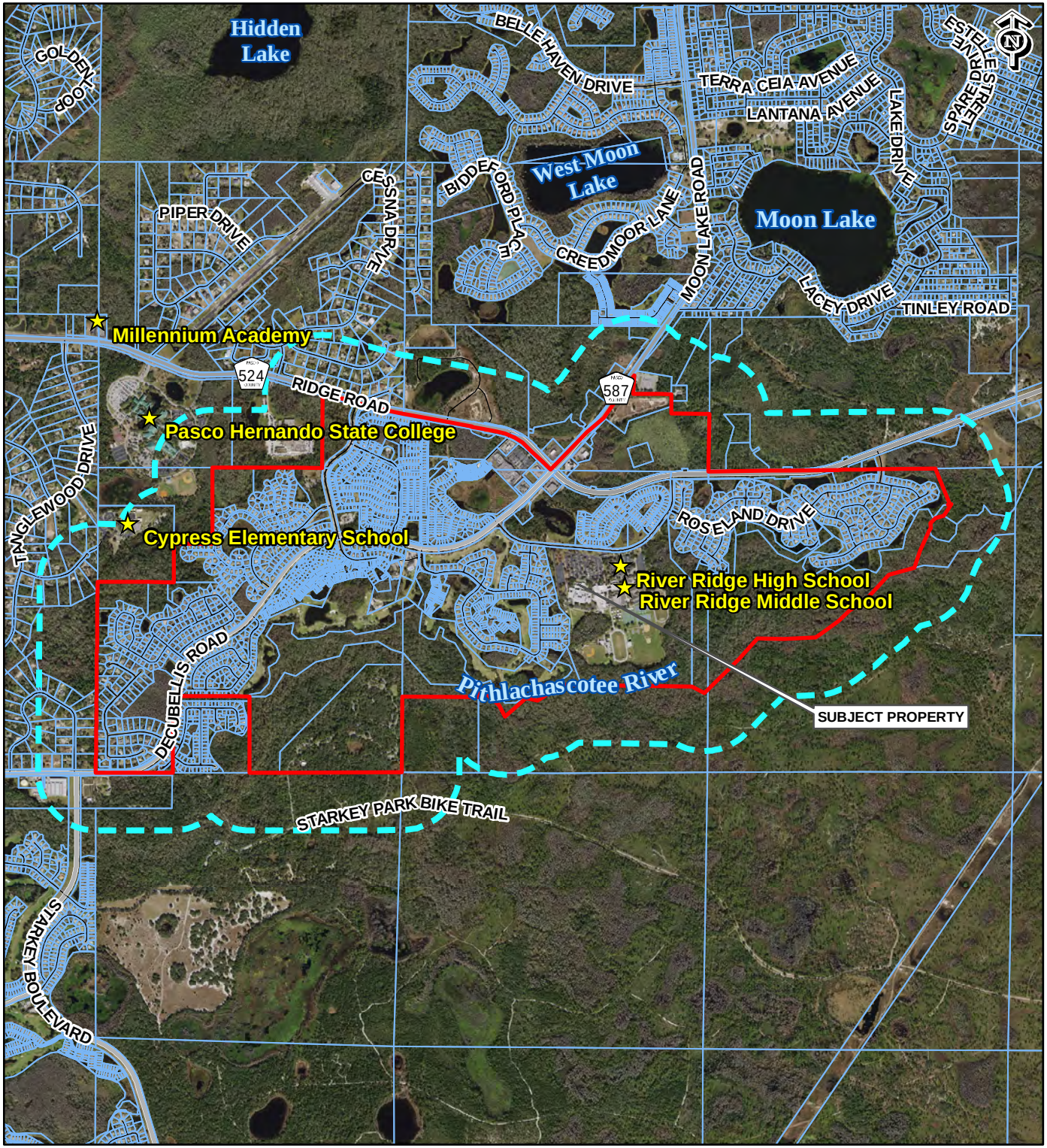

RZ-7688
MPUD TO MPUD

29-25-17-0000-00600-0000 ET AL

RIVER RIDGE HOMES INC/
RIVER RIDGE MPUD
PMB 90
9119 RIDGE RD
NEW PORT RICHEY, FL 34654

PHYSICAL LOCATION:
EAST OF LITTLE RD, SOUTH OF RIDGE RD

TAZ-190, 191
COMMISSION DISTRICT: 4

SUBJECT PROPERTY
1,000' BUFFER

0 2,500 5,000
Feet

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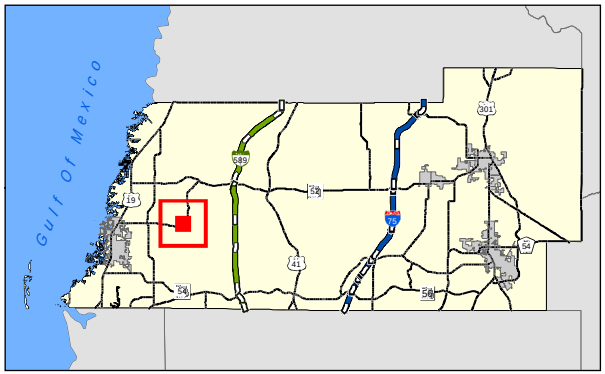


EXHIBIT A

LEGAL DESCRIPTION

SURVEYOR'S REPORT

SKETCH AND DESCRIPTION: NOT A SURVEY

DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE RUN ALONG THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, NORTH 00°47'30" EAST, A DISTANCE OF 1002.08 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29, NORTH 89°35'50" WEST, A DISTANCE OF 882.47 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE ALONG THE WEST BOUNDARY LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29, NORTH 00°51'07" EAST, A DISTANCE OF 125.76 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 71°00'08" WEST, A DISTANCE OF 774.40 FEET; THENCE SOUTH 18°26'19" WEST, A DISTANCE OF 228.71 FEET; THENCE NORTH 53°29'06" WEST, A DISTANCE OF 432.59 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-587 (MOON LAKE ROAD) PARCEL 379, RECORDED IN OFFICIAL RECORDS BOOK 7734, PAGE 96 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: 34.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 4673.66 FEET, A CENTRAL ANGLE OF 0°25'25", AND A CHORD OF 34.56 FEET WHICH BEARS NORTH 34°55'12" EAST, NORTH 34°42'30" EAST, 594.14 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1437, PAGE 144 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 55°17'48" EAST, 68.09 FEET, SOUTH 89°35'46" EAST, 80.01 FEET TO THE EAST BOUNDARY LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE ALONG SAID EAST BOUNDARY LINE, SOUTH 00°54'51" WEST, A DISTANCE OF 52.87 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE ALONG THE NORTH BOUNDARY LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 29, SOUTH 89°35'46" EAST, A DISTANCE OF 622.12 FEET TO THE NORTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTLQN 29; THENCE ALONG THE WEST BOUNDARY LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29, SOUTH 00°51'07" WEST, A DISTANCE OF 208.27 FEET TO THE POLNI OF BEGINNING.

CONTAINING 429,585 SQUARE FEET OR 9.86 ACRES MORE OR LESS.

DATA SOURCES:

1. BASIS OF BEARINGS IS THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 25 SOUTH, RANGE 17 EAST, BEING N00°47'30"E.
2. BOUNDARY SURVEY BY BAY LAND SURVEYING, WORK ORDER 04-1661, DRAWING DATE 12-27-04, REVISED 01-27-05.
3. CORRECTIVE WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 8386, PAGE 761, PUBLIC RECORDS, PASCO COUNTY, FLORIDA.
4. WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 7734, PAGE 96, PUBLIC RECORDS, PASCO COUNTY, FLORIDA.
5. LEGAL DESCRIPTION PREPARED BY BULLSEYE SURVEYING, INC.

NOTES:

1. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
2. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.

Bullseye Surveying, Inc.
LB 7818
4590 ULMERTON ROAD, SUITE 115
CLEARWATER FL 33762
PHONE: 727-475-8088
FAX: 727-264-0457

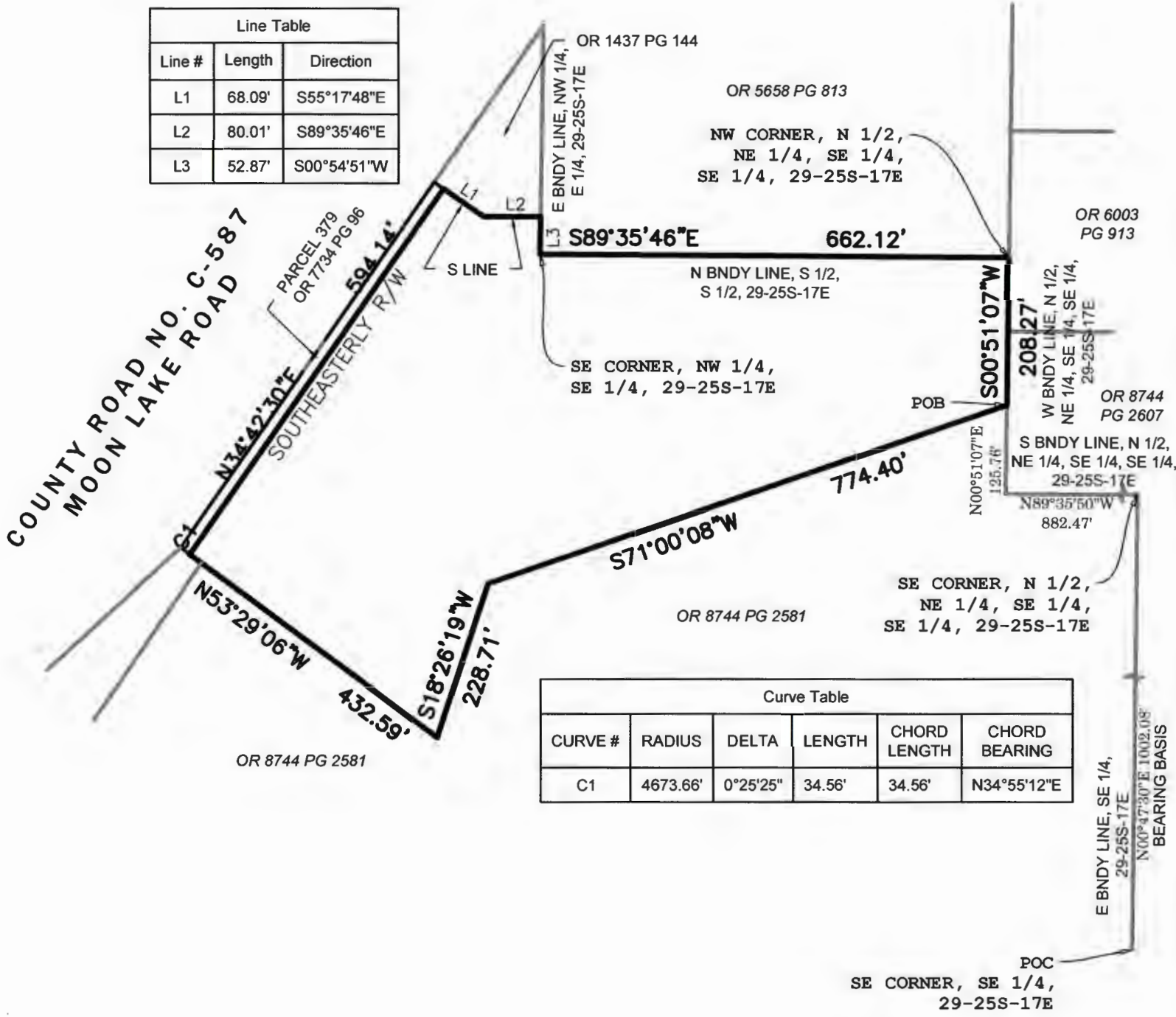
GEORGE R. MARTIN
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6019
STATE OF FLORIDA

SCALE	SHEET NUMBER
N/A	1 of 2
SKETCH DATE	
03/10/2016	
FILE NAME	
16-008.dwg	

SKETCH OF DESCRIPTION: NOT A SURVEY

SECTION 29, TOWNSHIP 25 SOUTH, RANGE 17 EAST,
PASCO COUNTY, FLORIDA

Line Table		
Line #	Length	Direction
L1	68.09'	S55°17'48"E
L2	80.01'	S89°35'46"E
L3	52.87'	S00°54'51"W



Curve Table					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	4673.66'	0°25'25"	34.56'	34.56'	N34°55'12"E

Bullseye Surveying, Inc.
LB 7818
4590 ULMERTON ROAD, SUITE 115
CLEARWATER FL 33762
PHONE: 727-475-8088
FAX: 727-264-0457

N

0 100' 200'

SCALE: 1"=200'

ABBREVIATIONS

DENOTES

BNDY= BOUNDARY
LB= LICENSED BUSINESS
LS= LICENSED SURVEYOR
OR= OFFICIAL RECORDS BOOK
(P)= PLAT
PG= PAGE
PB= PLAT BOOK
POB= POINT OF BEGINNING
POC= POINT OF COMMENCEMENT

SCALE	SHEET NUMBER
1"=200'	2 of 2
SKETCH DATE	
03/10/2016	
FILE NAME	
16-008.dwg	

EXHIBIT B

CONDITIONS OF APPROVAL

RIVER RIDGE MPUD
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 7688

Master Development Plans

1. Development shall be in accordance with the plans and information submitted; the Land Development Code (LDC); and the Comprehensive Plan unless otherwise stipulated or modified herein. The original MPUD Master Planned Unit Development (MPUD) conditions of approval and Master Plan, Rezoning Petition No. 7083, as approved by the Pasco County Board of County Commissioners (BCC) on October 10, 2013 and subsequent approved amendments are hereby superseded by Rezoning Petition No. 7688.

Environmental

2. The applicant shall provide a 100% gopher tortoise burrow survey conducted according to FFWCC guidelines, the FFWCC gopher tortoise relocation permit and FFWCC accepted after action report prior to commencement of development (which is evidenced by the issuance of site development permit or placard.) If site construction does not commence within 90 days from the date of the most recent 100% gopher tortoise survey or capture activities, a new gopher tortoise burrow survey must be completed to ensure gopher tortoises have not moved in and, if found, a valid permit must be obtained, amended, or acted on to capture and relocate all tortoises prior to commencing any site clearing.

3. The upland buffer line shall be clearly field demarcated prior to any construction activities. No construction activities, including clearing, grading, or grubbing, shall occur within the Wetland Upland Buffer unless otherwise approved by the County and as depicted on the County-approved construction plans for the project.

4. A copy of the SWFWMD Environmental Resource Permit (ERP) shall be submitted to the Pasco County project record prior to commencement of development (which is evidenced by the issuance of site development permit or placard.)

5. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

Open Space/Buffering

6. The developer(s) shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the State of Florida, Secretary of State, and/or, if approved, by the BCC or State of Florida, a

Community Development District (CDD). The association(s) or District(s) shall encompass the entire boundaries of the MPUD except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board). The developer(s) shall convey in fee simple to the association(s) or the CDD(s), for ownership and maintenance, open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special-purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association(s) as well, but only to the CDD(s) if such special power, pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowners'/property owners'/condominium owners'/merchants' association(s) or CDD documents, including Articles of Incorporation with proof of being filed with the State of Florida, Secretary of State, restrictive covenants, and all exhibits shall be submitted to the Survey Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD that funded such improvements as applicable. Notwithstanding any other provision of these conditions, the developer shall not be required to dedicate any open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, or other special-purpose areas to an association or CDD, or include such areas within an association or CDD boundaries, if the affected areas are located entirely within a non-residential parcel under single ownership or a non-fee simple residential parcel under single ownership.

7. Developer has complied with the parkland dedication requirements established in the River Ridge Development Order as of August 2023. With the exception of Parcel P2 which has been determined to be exempt from LDC Section 905.1, for any further residential development, specific review and approval of the Land Development Code (LDC), Section 905.1. Neighborhood Parks will be conducted at PDPs submittal. At the time of the PDPs submittal, a park plan shall be provided, which shall depict the location, acreage, dimension, type (mini park, neighborhood park, linear park, trails, etc.) and planned amenities of each neighborhood park area in accordance with current LDC 905.1.

8. The developer/builder shall provide the appropriate number of trees per lot pursuant to Table 905.2-C located in the LDC, Section 905.2.D.1.a. If the developer/builder is unable to provide the appropriate number of trees on the lot due to easement(s) or other constraints as determined by the County Administrator or designee, then the developer/builder may plant the tree(s) in common area(s). If trees are proposed to be moved to a location within any County rights-of-way, a Street Tree Plan submittal and review per LDC requirements will be necessary. If common area is not available, then the developer/builder shall pay into the tree mitigation fund at the rate established by resolution of the BCC (Resolution 08-284, as amended) as follows: $50.00 per inch, but not to exceed $500.00 for each residential unit, or $500.00 for each 2,000 square feet of the first floor building area for non-residential development pursuant to Section 802.3.C. of the LDC.

9. Street Tree Planting and/or Front Yard Tree Planting:

a) Each front-loaded single-family detached lot shall have a minimum of two trees on or in front of the lot, one of which may be in the side or back yard and one of which must be in the front of the home but may be either a street tree (in front of the lot) or a lot tree (in the lot front yard).
b) Each front-loaded townhome block (group of attached units) with four (4) or fewer units shall have a minimum of two (2) trees in the front yard and/or street.
c) Each front-loaded townhome block with five (5) or more units shall have a minimum of three (3) trees in the front yard and/or street.
d) Any lot/street trees within a townhome block may be a shade tree, understory tree, or palm tree; provided however, that no front yard/street trees in a townhome block shall be queen palms, and if palms are proposed, there shall be three (3) palms to everyone (1) shade tree.
e) To allow additional room for trees and landscaping, utility easements will be allowed under sidewalks, such that 5' of the utility easement is under the sidewalk (ROW), and 5' is on the lot. Additionally, water main and sanitary lines may be installed under streets or sidewalks in townhome development ROWs.

Transportation/Circulation

10. The Developer has complied with all transportation mitigation improvements listed in the River Ridge Development Order RES-82-115 as amended.

11. The submitted Timing and Phasing Analysis for Parcel K3 assumes the following land use: 125,000 SF Commercial ("K3 Approved Land Use"). Parcel K3 may be developed with up to these development rights without any requirements for an additional timing and phasing analysis through the expiration date of the MPUD as set forth in Condition 27 Any development of land use(s) on Parcel K3 that generate(s) greater traffic impacts than the K3 Approved Land Use may require an updated Timing and Phasing Analysis utilizing a methodology approved by the County. The Planning Commission (PC), BCC, or County Administrator or designee, may impose additional conditions on the applicant or developer based on the updated County-approved Timing and Phasing Analysis. Compliance with the conditions of approval and payment of mobility fees and other generally applicable taxes and assessments, fully mitigates the external transportation impacts of the K3 Approved Land Use through the expiration date of the MPUD as set forth in Condition 27, except any required external site-access improvements which shall be the developer's sole obligation.

12. Parcels I2, P2, G1 and G2 may be developed with up to the following development rights without any requirements for an additional timing and phasing analysis through the expiration date of the MPUD as set forth in Condition 27:

I2	13,590 SF Commercial
P2	7,500 SF Commercial and 225 Multi-Family
G1 and G2	94,000 SF Commercial and 15,000 SF Office

("I2, P2. G1 and G2 Approved Land Uses")

Any development of land use(s) on Parcels I2, P2, G1 and G2 that generate(s) greater traffic impacts than the I2, P2. G1 and G2 Approved Land Uses may require an updated Timing and Phasing Analysis utilizing a methodology approved by the County. The Planning Commission (PC), BCC, or County Administrator or designee, may impose additional conditions on the applicant or developer based on the updated County-approved Timing and Phasing Analysis. Compliance with the conditions of approval and payment of mobility fees and other generally applicable taxes and assessments, fully mitigates the external transportation impacts of the I2, P2. G1 and G2 Approved Land Uses through the expiration date of the MPUD as set forth in Condition 27, except any required external site-access improvements which shall be the developer's sole obligation.

Access Management

12. The access points shown on the master plan are conceptual only. Permanent placement of each access point for each remaining undeveloped increment shall be determined at the time of review with the corresponding PSP/PDP and shall meet established access-management criteria. Based on the corresponding PSP/PDP, County Administrator, or designee, may impose additional conditions on the applicant/developer.

13. Unless otherwise determined at the time of PSP/PDP review through the appropriate review and approval process pursuant to the LDC, access to any commercial out-parcels shall be provided from internal drives or parking areas.

Dedication of Right-of-Way

14. Street connections and rights-of-way to adjoining areas shall be provided to give access to such areas and/or to provide for proper traffic circulation as determined necessary at the time of PDP approval. Those streets that are required to ensure adequate traffic flow to and through the land are to remain public and shall not be gated.

15. In the case of private streets, and any amenities within those rights-of-way such as paths, trails, sidewalks, and any other non-vehicular accessways, dedication and maintenance shall be the responsibility of the mandatory homeowners'/property owners'/condominium owners'/merchants' association(s) or an appropriate entity other than the County. Pasco County will not be responsible for the maintenance of any private streets or private access amenities.

Design/Construction Specifications

16. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County shall be notified within two working days of the resources found on the site.

17. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available or planned at the time of preliminary plan/preliminary site plan approval. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to PDD for review and approval prior to or concurrent with the PDP/PSP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP/PSP submittal the approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit-accommodation-facilities construction is approved with the overall transit-accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users/patrons access to such facilities.

18. All sidewalks, bike paths (not including bike lanes within the pavement of any roadway accepted by the County for maintenance), multi-use trails, and other non-vehicular pathways within the rights-of-way of any roadways within the MPUD shall not be the maintenance responsibility of the County.

Utilities/Water Service/Wastewater Disposal

19. A Master Utility Plan for the MPUD has already been approved.

20. Prior to the first construction plan/construction site plan approval for any remaining undeveloped increment the developer(s) and the County shall enter into a Utilities Service Agreement.

Stormwater

21. The MPUD has an approved Master Drainage Plan **also known as** “River Ridge Master Drainage Plan.” The developer agrees to submit general drainage plan for any undeveloped increment prior to first construction plan/construction site plan approval.

22. The applicant shall contact the SWFWMD Engineering & Watershed Management Section for the latest floodplain study information available for design.

23. At time of the first site development permit, the applicant shall comply with applicable County floodplain management requirements.

24. All passthrough drainage and the finalized 100-year floodplain shall have an access and maintenance easement over it. This easement shall be to Pasco County granting the county the right, but not the obligation to access and maintain.

25. The applicant shall verify if the proposed project is within a Basin of Special Concern. If the project lies in or partially within a Basin of Special Concern, the applicant shall comply with Basin of Special Concern criteria requirements.

Land Use

26. Land Use maximums shall be in accordance with the following Permitted Uses and Development Limits Table as shown in Table 1 below.

Table 1

Development Category	**Totals**
Single Family (du)	1,504
Villas/Townhouse (du)	32
Multi-Family (du)	807
Commercial/Retail (SF)	466,290
Office (SF)	15,000
Golf Course	
Public Service	
School Complex	

27. If a PDP/PSP for the entire River Ridge MPUD is not approved by December 31, 2030 or within six (6) years of any substantial modification for any portion of the River Ridge MPUD, whichever is later, (subject to any statutory or County-wide extensions issued subsequent to the approval), the conditions of approval for those portions of the River Ridge MPUD that do not have (unexpired) PDP/PSP approval shall expire. A new MPUD must be applied for and approved by the BCC for any such portions of the River Ridge MPUD for which the conditions of approval have expired, and the conditions of approval shall be in accordance with the Comprehensive Plan and LDC in effect at that time, including an updated Timing and Phasing Analysis as required. Additional conditions based upon the updated timing and phasing analysis may be imposed by the County. Once a certificate of occupancy is issued, the conditions of approval for that portion of the River Ridge MPUD do not expire.

28. The general dimensional standards for all residential tracts are governed by Table 1 attached hereto and incorporated by reference.

29. A minimum building setback of 35’ from the southern boundary line of increments AA, Z, WI and W2 shall be in effect.

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30. The area within (inside) 100' of the 25 year flood level boundary may be used in calculating open space for the adjoining increment.

31. Permitted office uses shall be all PO-1 Professional Office District and PO-2 Professional Office District permitted uses as listed in the LDC in effect at the time of adoption of the 2025 substantial amendment of this MPUD.

32. Permitted commercial/retail uses for Parcels P2, G2, K2 and P3 shall be all C-1 Neighborhood Commercial District permitted uses and all C-2 General Commercial District permitted uses as listed in the LDC in effect at the time of adoption of the 2025 substantial amendment of this MPUD.

33. Permitted commercial/retail uses for Parcels I2 and G1 shall be all C-1 Neighborhood Commercial District permitted uses as listed in the LDC in effect at the time of adoption of the 2025 substantial amendment of this MPUD.

34. Commercial/Retail permitted uses for Parcel K3 shall be all C-1 Neighborhood Commercial District permitted uses and C-2 General Commercial District permitted uses as listed in the LDC in effect at time of adoption of adoption of the 2025 substantial amendement of this MPUD, including fitness centers, restaurants including drive-in and drive-through restaurants, financial institutions, banks, hotels, private schools and day cares. Notwithstanding, the following uses shall be prohibited: new or pre-owned vehicle sales or leasing; cabinet, carpentry, plumbing, electrical, mechanical, welding, machine, sheet metal, or other similar trade shops; stand-alone boat/rv storage; lumber yards; stand-alone lawn mower or small equipment sales or repairs; mortuaries, funeral homes, or crematoriums; stand-alone outdoor pottery, propane, septic tank or sod sales; shooting or archery ranges; solar power collection facility; automobile towing or collection facility. Freestanding Car Washes are subject to compliance with LDC section 1106 Car Wash Facilities Standards. Freestanding Car Washes shall require a separate conditional use approval in accordance with section 402.3 (Conditional Uses) and 1106 (Car Wash Facilities Standards).

35. Dimensional standards for office uses shall be the PO-2 Professional Office District dimensional standards.

36. Dimensional standards for commercial/retail uses on Parcels K3, P2, G2, K2 and P3 shall be the C-2 General Commercial District dimensional standards.

37. Dimensional standards for commercial/retail uses on Parcels I2 and G1 shall be all C-1 Neighborhood Commercial District dimensional standards.

38. Prior to the first non-residential PSP/PDP approval for any further development of Parcel G2 or for any development of Parcel I2, applicant/developer shall submit for review, and the PDE Director, or designee shall approve enhanced non-residential frontage design guidelines which may include guidelines for:
a. Building Orientation
b. Building Façade
c. Design Standardsd. Landscaping
e. Parking

39. Parcel P2 as shown on the approved Master Plan has a height limitation of 50 feet. Additionally, the Parcel P2 alternative parking standard approval (ALTSTD-2022-00053) on June 29, 2022 (PDD22-0450) shall remain in full force and effect.

Procedures

40. The developer(s) shall submit and obtain approval of a Substantial Modification to add uses not previously approved or to reduce open-space or preservation/conservation areas. A Substantial Modification is also required if there is a cumulative increase in density or intensity of ten percent or more in the number of average daily trips as defined by the Institute of Traffic Engineers and the Pasco County Access Management Team.

41. Unless otherwise approved by the Fire Marshal, or designee, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer(s) shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Fire Marshal, or designee has received such a petition.

42. A PDP/PSP must be approved for an entire increment (bubble) prior to any phased construction plan/construction site plan approval. An increase in dwelling units within increments is allowed without modification to the master plan as long as there is a corresponding decrease and the total maximum number of entitlements is not increased as approved for the MPUD. A PSP must also be approved for each multiple-family (non-fee simple), recreational vehicle, or commercial increment in its entirety prior to any phased construction site plan approval.

43. PDP/PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received PDP/PSP approval, construction plan/construction site plan approval, and/or record plat approval.

44. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the BCC approved document is completed (including notarization) and received by the PDD after the BCC action.

45. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid,

or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

46. This MPUD contains land areas that could be construed as being zoned for commercial or mixed-use, and that have been specifically reserved in the MPUD for such uses to ensure that the project provides the benefits of mixed-use development, including but not limited to, adequate employment generation and internal capture of vehicular trips. Accordingly, the applicant/developer(s) for Parcels K3, P2, I2 and a portion of G1/G2 (Parcel No. 32-25-17-0000-00400-0040) only has/have committed to, and is/are hereby requiring, that the permitted uses for such commercial or mixed-use areas shall remain those uses required by these MPUD conditions of approval, notwithstanding any potential contrary requirements in Section 125.01055(7), Florida Statutes. This condition shall be construed as a requirement imposed by the applicant/developer(s), and not a requirement of the County, to the extent it prevents any use allowed or preempted by Section 125.01055(7), Florida Statutes. The applicant/developer(s) for Parcel K3, P2,I2 and a portion of G1/G2 (Parcel No. 32-25-17-0000-00400-0040) only agrees that the applicant/developer and any successors or assigns for Parcels K3, P2, I2 and a portion of G1/G2 (Parcel No. 32-25-17-0000-00400-0040), are not eligible for the ad valorem tax exemption in Section 196.1978(3), Florida Statutes, and further agree the applicant/developer and any successors or assigns for Parcels K3, P2, I2 and a portion of G1/G2 (Parcel No. 32-25-17-0000-00400-0040) will not apply for such an exemption for any portion of the development authorized by this approval.

47. This MPUD shall not be effective until the corresponding PD (Planned Development) Land Use Classification change is effective.

48. Upon the effective date of this MPUD, Vested Rights Application MSTRGR-2025-00011 is deemed withdrawn/moot.

TABLE 1
RIVER RIDGE GENERAL DIMENSIONAL STANDARDS FOR RESIDENTIAL TRACTS

	Tract Type as Designated on the Map H Master Development Plan	
	SF	**MF/Villa/Townhouse**
USE, AREA, AND DIMENSIONAL REGULATIONS The approved preliminary development plan or site plan for a tract shall designate the tract for development and use in conformance with the use, area, and dimensional requirements of one of the following development approaches:		
A. Single Family Detached (Rural Residential)		
1. Permitted in the following tract types:	**X**	
2. Development and use shall be in accordance with regulations for the R-1 Rural Density Residential District, in the Pasco Land Development Code, , except that minimum lot width shall be 95 feet.		
B. Single Family Detached (Medium Density Residential)		
1. Permitted in the following tract types:	**X**	
2. Development and use shall be in accordance with regulations for the R-3, Medium Density Residential District, in the Pasco Land Development Code , except that minimum lot width shall be 60 feet, front setback 20 feet and side setback 7.5 feet		
C. Single Family (Medium Density Residential)		
1. Permitted in the following tract types:	**X**	**X**
2. Development and use shall be in accordance with regulations for the R-3, Medium Density Residential District, in the Pasco Land Development Code , except that minimum front setback shall be 20-feet and side setback 7.5-feet. Narrow linear open space areas will be discouraged. The developer shall submit a concept sketch for PDE Director review and approval prior to submission of a preliminary site plan. The PDE Director shall have the authority to		

reject or recommend modification of the concept sketch.

3. Single family attached dwellings, not to exceed four dwelling units per attached grouping. Narrow linear open space areas will be discouraged. The developer shall submit a concept sketch for PDE Director review and approval prior to submission of a preliminary site plan. The PDE Director shall have the authority to reject or recommend modification of the concept sketch.

4. Accessory uses shall be in accordance with regulations for the R-3 district.

D. <u>Single Family (High Density Residential)</u>

1. Permitted in the following tract types: **X** **X**

2. Development and use shall be in accordance with regulations for the R-4, High Density Residential District, in the Pasco Land Development Code. Lots shall abut and/or have direct access to open space areas where practical. Narrow linear open space areas will be discouraged. The developer shall submit a concept sketch for PDE Director review and approval prior to submission of a preliminary site plan. The PDE Director shall have the authority to reject or recommend modification of the concept.

3. Single family attached dwellings, not to exceed four dwelling units per attached grouping. Narrow linear open space areas will be discouraged. The developer shall submit a concept sketch for PDE Director review and approval prior to submission of a preliminary site plan. The PDE Director shall have the authority to reject or recommend modification of the concept sketch.

4. Accessory uses shall be in accordance with regulations for the R4 district.

E. <u>Multi-Family/Villa/Townhome</u>

1. Permitted in the following tract types: **X**

2. Dimensional standards shall be in accordance with regulations for the MF-1, Multi-Family Medium Density District in the Pasco County Land Development Code, except that minimum front setback shall be 20 feet. Maximum height for Parcel P2 shall be as set forth in Condition 39.

OWNER/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that they have read, understood, and accepted the above-listed conditions of approval.

_____ _____

Date Signature

_____

Print Name

_____

Title

STATE OF FLORIDA
COUNTY OF _____

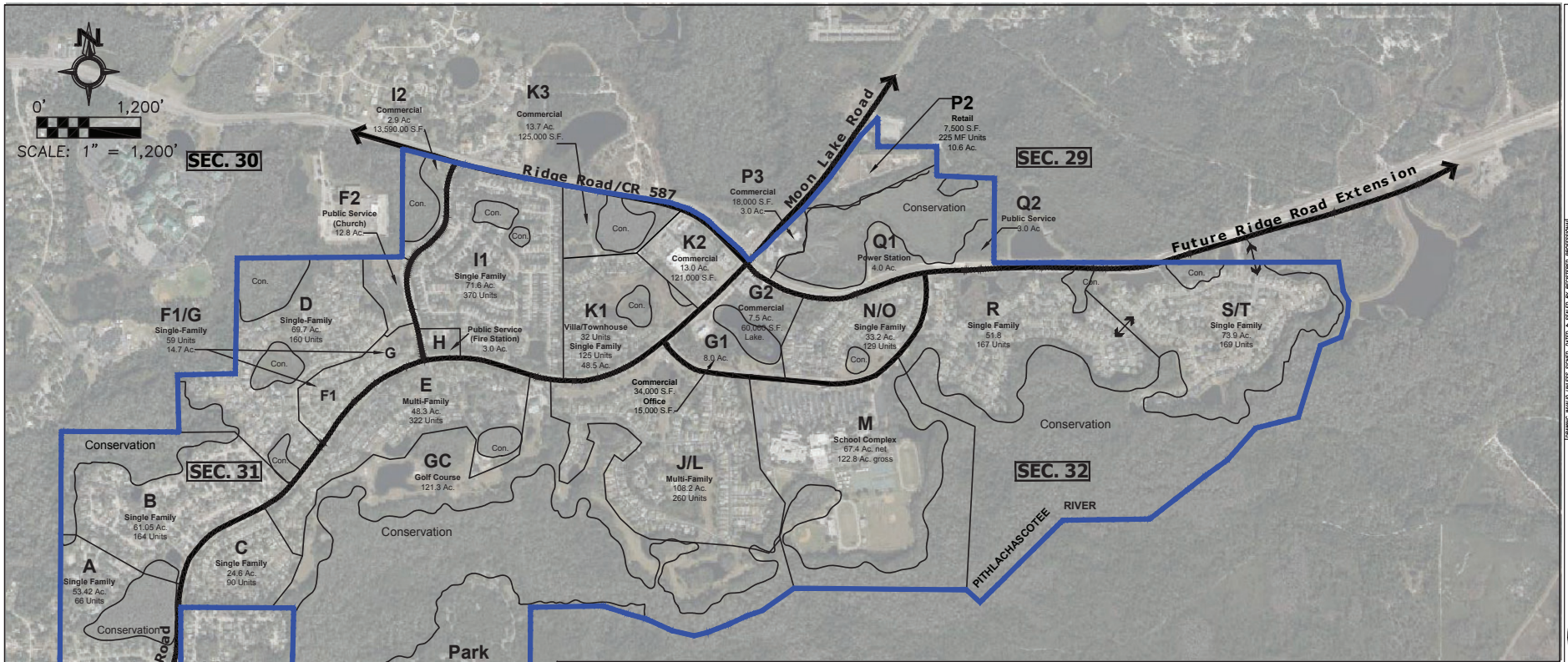
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date), by _____(name of corporation acknowledging) a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

_____

EXHIBIT C

MASTER PLAN



REVISED LAND USE DATA TABLE

	Amount		Area
Residential			
Single- Family	1,504	Units	
Villa/Townhouse	32	Units	
Multi-Family	807	Units	
Total	2,343	Units	671.10 AC
Retail/Commercial	466,290	SF	47.50 AC
Office	15,000	SF	0.00 AC
Open Space			371.90 AC
Golf Course			121.30 AC
Public Service			90.20 AC
Road Right-of-Way			86.20 AC
		TOTAL	1,388.2 AC

NOTES:

1. OPEN SPACE
   CONSERVATION/PITHLACHASCOTEE RIVER FLOOD PLAIN 306.9 AC
   PARK 65.0 AC
   TOTAL 371.9 AC
2. DeCUBELIS ROAD - MAJOR COLLECTOR, RIDGE ROAD EXTENSION - MINOR ARTERIAL, RIVER RIDGE BLVD. - COLLECTOR, ALL OTHER ROADS SHOWN - COLLECTOR (60' MIN, R/W)
3. THE MAP H DOCUMENT THAT WAS APPROVED IN 2016 WAS USED AS THE BASE FILE FOR THIS REVISION.
4. FOUR (4) UNITS MOVED TO PARCEL J&L

RIVER RIDGE
MPUD MASTER PLAN

RIVER RIDGE MPUD
PASCO COUNTY, FLORIDA

DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL

JAMIE P. GIRARDI, P.E. # 59332

REGENCY
Design & Engineering, Inc.
9400 RIVER CROSSING BOULEVARD, SUITE 102 NEW PORT RICHEY, FLORIDA 34655
727-375-1155 EXT. 202 - FAX 727-375-1158
CERTIFICATE OF AUTHORIZATION NO. 28366

REUSE OF DOCUMENT
THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF REGENCY DESIGN & ENGINEERING AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF REGENCY DESIGN & ENGINEERING.

DATE	REV. BY	REV. NO.	REVISION
01/2006		1	MPUD REVISION
11/2008		2	MPUD REVISION
2013		3	MPUD REVISION
09/2022		4	MPUD REVISION

PAGE
1

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RIVER RIDGE MPUD PARCELS K3, I2 and P2 PD SUBAREA POLICY

POLICY FLU 7.1.84 RIVER RIDGE MPUD PARCELS K3, I2 AND P2 PD

a. The River Ridge MPUD Parcels K3, I2 and P2 PD is identified on Future Land Use Subarea Map 2-9(84). All rezonings within the subarea shall be MPUD Master Planned Unit Development District(s) and shall be governed by the terms of this subarea policy. Any development that would exceed the level of development allowed under this subarea policy shall require an amendment to this policy, Policy FLU 7.1.84, and such amendment shall be supported by data and analysis that demonstrates adequate public facilities, services, and infrastructure are available to accommodate the proposed density and intensity of development. Such amendment shall be consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, and Chapter 163, Florida Statutes.

b. The following maximum levels of development and permitted uses within River Ridge MPUD Parcels K3, I2 and P2 PD Subarea are approved.

Maximum Development Potential	
Type of Development	**Square Footage**
29-25-17-0000-00600-0000 (Parcel K3) Retail Commercial Office	125,000 Square Feet
30-25-17-0000-00200-0000 (Parcel I2) Retail Commercial Office	13,590 Square Feet
29-25-17-0000-00400-0020 (Parcel P2) Retail Commercial Office Multi-Family Residential	7,500 Square Feet 225 Multi-Family Residential

39599

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-039 was published in said newspaper by print in the issues of 06/04/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **06/04/2025**

Signature of Notary of Public
Personally known X or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARINGS
ON A REZONING FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, June 19, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, August 19, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider applications for a rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1 River Ridge Home Inc/River Ridge MPUD (RZ-7688) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District for a parcel located one and a half miles east of Little Road, south of Ridge Road and north of Decubellis Road (aka 29-25-17-0000-00600-0000 et al).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
June 4, 2025 39599

41240

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-043 was published in said newspaper by print in the issues of 06/08/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Sworn to and subscribed before me this **06/08/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

CORRECTIVED NOTICE OF PUBLIC HEARINGS ON A REZONING FOR PROPERTIES LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, June 19, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, August 19, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider applications for a rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. River Ridge Home Inc/River Ridge MPUD (RZ-7688) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District to substantially modify the MPUD and the associated entitlements. The River Ridge MPUD is generally located on the south side of Ridge Road west of the intersection of Ridge Road and Decubellis/Moon Lake Road; and on the north and south sides of Ridge Road east of the intersection of Ridge Road and Decubellis/Moon Lake Road.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

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For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-043

June 8, 2025 41240

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

Justyna Gale, Forward Planning & Design

Owner and Record Title Holder(s) or Authorized Representative Name(s)

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 32-25-17-0000-00200-0032 Parcel J/L ;29-25-17-0000-00600-0000 (MPUD Parcel K3)

30-25-17-0000-00200-0000 (MPUD Parcel I2); 29-25-17-0000-00400-0020 (MPUD Parcel P2)

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: River Ridge MPUD Amendment (RZ-7688) and Comp Plan Amendment (CPA 24(22))

Project Number: RZ-7688 and CPA24(22)

Request: Change Comp Plan to Planned Development (MPUD Parcels I2, K3, P2); Modify Zoning: increase commercial to 125,000 SF and allow certain C-2 uses for K3; add 4 units to Parcel J/L for quadplex; increase height to 50 ft for P2 .

That attached is the following:

_____ Proof of publication from the _____ (newspaper name, if applicable).

x Certificate of mailing for the notices, which were mailed on 6/3/2025 and 6/4/2025.
(Date)

x Photos showing the placement of and language on the signage, which was posted on 6/4/2025.

FURTHER AFFIANT SAYETH NOT

STATE OF FL
COUNTY OF Pinellas

(Date)

Justyna Gale

The foregoing instrument was acknowledged before me me by means of ☑ physical presence or ☐ online notarization, this 6-5-25 (date) by Justyna Gale (name of person acknowledging), who is personally known to me or who has produced FL DL (type of identification) as identification.

Seal:

NOTARY PUBLIC

SEAN G. SOMERS
Notary Public, State of Florida
Commission# HH 502404
My comm. expires May 9, 2028

DC 26

RIVER RIDGE HOMES INC
11022 TEE TIME CIR
NEW PORT RICHEY FL 34654-6229

BROWN DEBORAH KAY
7646 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

RASCIONATO ALEXANDER F & TRACY L
7638 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

SMIT PHILIP W & PEGGY A
7630 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

HARDWICK JOHN R & JANET S
7622 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

KRNJAICH MATTHEW J
7610 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

KNIGHT GARY W & KATHRYN
7602 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5412

BARTLETT ROBERTA E
7594 DAWSON CREEK LN
NEW PORT RICHEY FL 34654

KRAWIEC ANNA
7553 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

SKIK MAGDALENA
7557 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

ELLIS JOANNE
7565 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

ANDERSON REBECCA M
7569 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

ROBINSON LAURAN L REV TRUST
7577 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

RHODES SVETLANA
7585 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5409

TAYLOR BRENDA
7601 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

BUTLER DEBRA RAE
7615 DAWSON CREEK LN
NEW PORT RICHEY FL 34654

GILLESPIE DONNA M
7627 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

JENNINGS BEVERLY
7635 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

KRAMER JOHN & ANNA LIVING TRUST
7643 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

MOSCHITTO KATHERINE
7651 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

BATHURST BRUCE A & KATHRYN D
7665 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

BUXEDA BRENDA
7687 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5413

MERENS TAMARA
7699 DAWSON CREEK LN
NEW PORT RICHEY FL 34654

CALDERON GEORGE A & BALSCZAK OCTAVIO C ET AL
7707 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5415

MUSTO BARBARA
7715 DAWSON CREEK LN
NEW PORT RICHEY FL 34654-5415

EDGEWATER AT RIVER RIDGE COUNTRY CLUB ASS INC
7084 W. Gulf to Lake Hwy STE A
Crystal River FL 34429

USPS OLDSMAR FL 34677 JUN - 4 2025

UNITED STATES POSTAL SERVICE

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OLDSMAR, FL
34677
JUN 04, 25
AMOUNT
$16.90
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26 pieces

P2 7

DEB LIMITED PARTNERSHIP
C/O ALAN S GASSMAN PA
1245 COURT ST STE 102
CLEARWATER FL 33756-5856

DMMD I LLC
360 BLANCA AVE
TAMPA FL 33606-3630

MOON LAKE ROAD VENTURE LLC
3100 MCKINNON ST STE 250
DALLAS TX 75201

PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PINNACLE TOWERS ACQUISITION LLC
PMB 353
4017 WASHINGTON RD
MC MURRAY PA 15317-2520

RIVER RIDGE APTS OWNER LLC
2202 N WESTSHORE BLVD SUITE 125
TAMPA FL 33607

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE INC
PO BOX 278
DADE CITY FL 33526-0278

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0000

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OLDSMAR, FL
34677
JUN 04, 25
AMOUNT
$4.55
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7 pieces

OLDSMAR FL 34677 USPS JUN - 4 2025

I2 102

2018-4 IH BORROWER LP
1717 MAIN ST
STE 2000
DALLAS TX 75201

7948 EMPIRE COURT LLC
15321 AZRA DR
ODESSA FL 33556-1864

ADAMS NICK A & JANET T
962 BAYSHORE DR
TARPON SPRINGS FL 34689-2411

AHONEN CAIN
7937 LANSING DRIVE
NEW PORT RICHEY FL 34654

AIRPORT INVESTORS INC
8901 AIRWAY BLVD
NEW PORT RICHEY FL 34654-5101

AMERICAN HOMES 4 RENT C/O PROPERTY TAX DEPARTMENT
23975 PARK SORRENTO
SUITE 300
CALABASAS CA 91302

BANKSTON ALLEN C & CONSTANCE
7954 HATHAWAY DR
NEW PORT RICHEY FL 34654-6021

BATCHELOR RICHARD G
10700 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

BELLA RENTAL HOUSE LLC
9049 CALLAWAY DR
NEW PORT RICHEY FL 34655

BELLEVILLE MARCEL B & JUANITA A
10715 EARHART DR
NEW PORT RICHEY FL 34654-5215

BIONDO CHASE
8114 HATHAWAY DR
NEW PORT RICHEY FL 34654

BLUBAUGH THERESA M
10804 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6029

BRADY DEBBIE L
10800 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6060

BRIDGE SFR IV SEED BORROWER LLC
6836 MORRISON BLVD STE 320
CHARLOTTE NC 28211-4399

BROCK DARRELL EUGENE & DANIELLE CHRISTINE
7940 LANSING DR
NEW PORT RICHEY FL 34654-6025

CARLSON MICHAEL TROY JOHN
8106 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

CARPER C STEPHEN & SUSAN M
10804 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

CPI/AMHERST SFR PROGRAM RS LLC
5001 PLAZA ON THE LAKE STE 200
AUSTIN TX 78746

OLDSMAR FL 34677 JUN - 4 2025 USPS

CRACCHIOLO MATTHEW
10815 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6061

DENNY MICHELLE V
8014 HATHAWAY DR
NEW PORT RICHEY FL 34654-6023

DERANEY PAMELA J & GEORGE
7930 EMPIRE CT
NEW PORT RICHEY FL 34654-5860

DIAMANTOPULOS MARIO & ARIE FAMILY TRUST
10235 WORTHY LAMB WAY
NEW PORT RICHEY FL 34654-3646

DOUGLAS RICARDO
501 116TH AVE N APT 102
SAINT PETERSBURG FL 33716

EAGLES LANDING BAPTIST CHURCH INC
7975 RIVER RIDGE BLVD
NEW PORT RICHEY FL 34654-6000

EQUITY CORPORATION OF PASCO COUNTY INC
PO BOX 1055
NEW PORT RICHEY FL 34656-1055

FRYDRYCH KRYSTYNA
8043 LANSING DR
NEW PORT RICHEY FL 34654-6043

G & O SOLUTIONS ENTERPRISES
7135 TANGLEWOOD DR
NEW PORT RICHEY FL 34654-5721

GEE ANTHONY RICHARD & ANNETTE B
10720 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

GENOCCHIO ANTHONY FRANZ & NENA LAVAN
10824 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

GILSON DAVID R & DIANNE E
10731 EARHART DR
NEW PORT RICHEY FL 34654-5215

GONZALEZ DELMY & PERCY J
8011 HATHAWAY DR
NEW PORT RICHEY FL 34654-6024

GOODEN DANIEL THOMAS & DAWN
8013 LANSING DR
NEW PORT RICHEY FL 34654-6028

GUTENBERG FL LLC
1 UNION SQUARE W STE 301
NEW YORK NY 10003

HALL ROGER M & URREA NURIA & HANDLER MARK
10808 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6029

HILBISH JILLIAN & SHERMAN RYAN ALAN
10851 KENMORE DR
NEW PORT RICHEY FL 34654

HOAGUE DONNA M
8102 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

HORNBY JULIA E
4224 E BROADWAY
LONG BEACH CA 90803-1549

JENNETT CHRISTOPHER STEVEN
10740 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

JEZIORSKI LUKASZ
16 FOREMOST MOUNTAIN ROAD
TOWACO NJ 07082

JOHNSEN ASHLEE
8005 LANSING DR
NEW PORT RICHEY FL 34654-6028

KALABALUKOVIC ADMIR
10909 KENMORE DR
NEW PORT RICHEY FL 34654-6039

KALIVAS JOHN P & KALIVAS JOHN J
1176 OVERCASH DR
DUNEDIN FL 34698-5505

KERR DARREN WILSON & CLAUDIA ROSALIA
7942 HATHAWAY DR
NEW PORT RICHEY FL 34654-6021

KEZEMIDES GEORGE & KATERINA
9703 MILANO DR
TRINITY FL 34655-4679

LINARES ZORAIDA
10816 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6029

LOVEGROVE BETTY LOU
8018 HATHAWAY DR
NEW PORT RICHEY FL 34654-6023

LOVERO NATHAN & CAITLIN
10850 KENMORE DR
NEW PORT RICHEY FL 34654-6038

LYON CHERYL L
10301 PINENEEDLES DR
NEW PORT RICHEY FL 34654-5909



MARTIN GEOFFREY & CHRISTINA
7942 EMPIRE CT
NEW PORT RICHEY FL 34654-5860

MCARTHUR CLAUDIA I
8040 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

MCH SFR PROPERTY OWNER 1 LLC
14355 COMMERCE WAY
MIAMI LAKES FL 33016-1502

MERMELSTEIN DANIELLA R
8036 LANSING DR
NEW PORT RICHEY FL 34654-6042

MILLER JUDY
10807 LIVINGSTON DR
NEW PORT RICHEY FL 34654-6046

MONTAN OMAR & LILY
7939 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

MURPHY GERARD M
8001 LANSING DR
NEW PORT RICHEY FL 34654-6028

NORRIS KATHLEEN A
8123 HATHAWAY DR
NEW PORT RICHEY FL 34654-6037

OAKS AT RIVER RIDGE HOMEOWNERS
5510 RIVER RD SUITE 104
NEW PORT RICHEY FL 34652

OCONNOR MARY E
8019 HATHAWAY DR
NEW PORT RICHEY FL 34654-6024

OLYMPUS BORROWER 1 LLC
PO BOX 4090
SCOTTSDALE AZ 85261

OWENS JUDITH R
8012 LANSING DR
NEW PORT RICHEY FL 34654-6027

PALL AEROPOWER CORPORATION
10540 RIDGE RD STE 200
NEW PORT RICHEY FL 34654-5111

PASCO COUNTY
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PENCE ERIC S & DENISE M
8003 HATHAWAY DR
NEW PORT RICHEY FL 34654-6024

PETERS FRANK J & PETERS CLIFFORD CHRISTOPHER
8037 LANSING DR
NEW PORT RICHEY FL 34654-6043

POLANCO FRANCISCO O MENDEZ & VARGAS JENNIFFER
7928 HATHAWAY DR
NEW PORT RICHEY FL 34654-6021

POREBSKI PETER T & POREBSKI JOYCE M TRUST
8841 SKYMASTER DR
NEW PORT RICHEY FL 34654-5237

PROGRESS RESIDENTIAL BORROWER 1 LLC
PO BOX 4090
SCOTTSDALE AZ 85261-4090

RAYBOULD JESSIE A
12110 CARVER AVE
NEW PORT RICHEY FL 34654-4713

RECCHI DANIEL & ALICIA
10845 KENMORE DR
NEW PORT RICHEY FL 34654-6050

REESE JEANNE M REV TRUST REESE JEANNE M TRUSTEE
PO BOX 1069
PORT RICHEY FL 34673-1069

RIVER RIDGE HOMES INC
11022 TEE TIME CIR
NEW PORT RICHEY FL 34654

ROBINETTE ALMA D & TIMOTHY P
PO BOX 145
NEW PORT RICHEY FL 34656-0145

RODRIGUEZ STEPHEN PAUL & TERESA MICHELLE
10901 EARHART DR
NEW PORT RICHEY FL 34654-5204

RUSSELL RAY & HABLA-RUSSELL GALE A TRUST
10915 KENMORE DR
NEW PORT RICHEY FL 34654-6039

RYBA THOMAS A & CHRISTINA R
10809 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6061

SANDERFER SUSAN M TRUST SANDERFER SUSAN M TRUSTEE
8026 HATHAWAY DR
NEW PORT RICHEY FL 34654

SATKOWSKI ARLENE M
10836 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5212

SAYLOR GLENN E & JOANN
10920 EARHART DR
NEW PORT RICHEY FL 34654-5216

SCHMIDT TIMOTHY JAMES & WEINLEIN STEVEN JOHN
10805 NEW BRIGHTON CT
NEW PORT RICHEY FL 34654-6061

SCIALABBA CAROL A
7935 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

SFR JV 1 2019 1 BORROWER LLC C/O TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-5426

SFR XII TAMPA OWNER 1 LP
9200 E HAMPTON DR
CAPITOL HEIGHTS MD 20743-3820

SHAHINIAN JINEV LIVING TRUST SHAHINIAN JINEV TRUSTEE
10903 KENMORE DR
NEW PORT RICHEY FL 34654-6039

SPILLMAN SCOTT
7932 LANSING DR
NEW PORT RICHEY FL 34654-6025

SRP SUB LLC
1717 MAIN ST STE 2000
DALLAS TX 75201-4657

STARR WILLIAM D TRUST STARR WILLIAM D TRUSTEE
10605 EARHART DR
NEW PORT RICHEY FL 34654-5215

STOKES JASON DANIEL & MARY JOHANNA
8103 HATHAWAY DR
NEW PORT RICHEY FL 34654-6037

STROBBE NICHOLAS D & ELLIOTT NICOEL
10841 EARHART DR
NEW PORT RICHEY FL 34654-5215

TAH MS BORROWER LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-8014

OLDSMAR FL 34677 JUN - 4 2025 USPS

THE OAKS AT RIVER RIDGE HOMEOWNERS ASS INC C/O
PROGRESSIVE INC
6014 US HIGHWAY 19 N STE 100
NEW PORT RICHEY FL 34652-2535

TIWARY ANURAG DEVESH
10653 EARHART DR
NEW PORT RICHEY FL 34654-5215

TOPIC JOSIP & TOPIC SANDRA
10910 KENMORE DR
NEW PORT RICHEY FL 34654-6045

TRANS AM SFE II LLC
5001 PLAZA ON THE LK STE 200
AUSTIN TX 78746-1053

TRIOLO NATHAN A & DIANE
8016 LANSING DR
NEW PORT RICHEY FL 34654-6027

VAN DEILEN RONALD J & JACQUELINE G
7915 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

VERNEY SIMONE M
9145 TOPNECK ST
NEW PORT RICHEY FL 34654-4477

WATERS SANDRA & DAVID R
7936 EMPIRE CT
NEW PORT RICHEY FL 34654

WEISENFELD SARAH
7931 HATHAWAY DR
NEW PORT RICHEY FL 34654-6022

WHITMORE KEVIN R
8127 HATHAWAY DR
NEW PORT RICHEY FL 34654-6037

WIAK-PEREZ ANNA J & WIAK CECILIA & WIAK MIROSLAW
8115 HATHAWAY DR
PORT RICHEY FL 34654

WORTEL VICKI M & RONALD J
8052 HATHAWAY DR
NEW PORT RICHEY FL 34654-6036

UNITED STATES POSTAL SERVICE®

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U.S. POSTAGE PAID
OLDSMAR, FL
34677
JUN 04, 25
AMOUNT
$31.85
S2324M502281-60

UNITED STATES POSTAL SERVICE®

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U.S. POSTAGE PAID
OLDSMAR, FL
34677
JUN 04, 25
AMOUNT
$31.85
S2324M502281-60

UNITED STATES POSTAL SERVICE®

0000

U.S. POSTAGE PAID
OLDSMAR, FL
34677
JUN 04, 25
AMOUNT
$2.60
S2324M502281-60

OLDSMAR FL 34677
JUN - 4 2025
USPS

102 pieces

#30 KJI K3 124

ALTO ASSET COMPANY 1 LLC
5001 PLZ ON THE LAKE
STE 200
AUSTIN TX 78746-1053

AMERICAN HOMES 4 RENT C/O PROPERTY TAX DEPT
23975 PARK SORRENTO
SUITE 300
CALABASAS CA 91302

AMH 2015-1 BORROWER LLC C/O PROPERTY TAX DEPT
23975 PARK SOREENTO
SUITE 300
CALABASAS CA 91302

BAY WEST RENTALS LLC
3263 GLENNA LN
SARASOTA FL 34239

BERNIER DONALD
11027 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

BIALA LEON W JR
8010 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

BOTTASS MICHAEL J & DAVIS LYNDSIE I
7923 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

BROWN ADRIANNA
11021 KENMORE DR
NEW PORT RICHEY FL 34654

BURCOM LLC
3600 GALILEO DR STE 104
TRINITY FL 34655

CBAR ASSET COMPANY LLC
401 CONGRESS AVE 33RD FL
AUSTIN TX 78701

CORCORAN RAYMOND V & JOAN E REV LIV TRUST
11019 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

COTTRELL RICHARD W IV & TAMI R
11217 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6375

DANGELO BENJAMIN D & JENNIFER
7938 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

DANSEREAU SALLY JOYCE
8020 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

DARE WILLIAM J
11214 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

DELEON HERNAN
11026 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

DENEAU EDWARD C
11152 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

DIRHEIMER JUSTIN
10930 EARHART DR
NEW PORT RICHEY FL 34654-5216

DIVVY HOMES WAREHOUSE A LLC
PMB 81854
548 MARKET ST
SAN FRANCISCO CA 94104

DMMD I LLC
360 BLANCA AVE
TAMPA FL 33606-3630

OLDSMAR FL 34677
JUN 3 2025
USPS

DMMD I LLC
360 BLANCA AVE
TAMPA FL 33606-3630

DOW CULVER I S & EVANS COURTNEY LOIS
11016 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

DULA PHILLIP TODD & SUSAN MICHELE
11006 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

ELYASSI PROPERTIES LLC
13927 NESBIT CT
HUDSON FL 34669

FALCO ANTHONY VINCENT & STACI ELLEN
7939 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654

FELISMINO MA CAMLARIA
11009 KENMORE DR
NEW PORT RICHEY FL 34654

FESPERMAN JENNIFER K
11149 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

FIGUEROA-BUFFARDI YVONNE
11330 LONGHILL DR N
PINELLAS PARK FL 33782-2007

FIRLIK GERALD A & JEAN
11158 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

FKH SFR PROPCO H L P
600 GALLERIA PKWY STE 300
ATLANTA GA 30339

#30 VSE

FLEMING ROLAND THOMAS JR & LINDA DEANNE
11018 BENTWOOD CT
NEW PORT RICHEY FL 34654

FLORCZAK RADOSLAW ALEXANDER
7928 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

FLORIDA COMMERCIAL INVESTMENT II LLC
36181 E LAKE RD
PALM HARBOR FL 34685-3142

FLYING GAFF LLC
3201 TRIDENT TER
NEW PORT RICHEY FL 34652-3064

FYR SFR BORROWER LLC
3505 KOGER BLVD STE 400
DULUTH GA 30096-7672

GAYDA HELEN
7952 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

GELB BRUCE & GAIL
11020 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

GENAO YONI F
7935 CHADWICK DR
NEW PORT RICHEY FL 34654-6069

GERTZ KARL R & CAROLE
11033 KENMORE DR
NEW PORT RICHEY FL 34654-6041

GO FRANCES & BALORIO GLENN
7919 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

GONZALEZ JOSEPH FRANK
7944 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

GORDON ERIC G
10315 LYNWOOD CREEK UNIT 102
SAN ANTONIO TX 78245

GREEN CHAD J & RICHELE E RAND
11003 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

GRIMBERG ALEXANDER R
11216 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

GULLIAN HELEN ELAINE
11139 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

HALAMA CHRISTINE M
452 BROADWAY ST
CHICOPEE MA 01020-2403

HAMPTON VILLAGE AT RIVER RIDGE ASSOCIATION INC
7084 W GULF TO LAKE HWY
CRYSTAL RIVER FL 34429-7838

OLDSMAR FL 34677
JUN 3 2025
USPS

HATALA CAROL A
11230 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

HIDDEN RIDGE OF PASCO HOMEOWNERS ASS INC
3600 GALILEO DR STE 103
TRINITY FL 34655

HILL CODY A & SILVIA DAKOTA A
11011 FREEMONT DR
NEW PORT RICHEY FL 34654

HITT RAYMOND REYNOLDS III
11145 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

HOFFMAN ANDREA
11001 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

HOLLIS AMY
11028 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

JASSOY ELIZABETH L
11155 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

KEROLLOS KEROLLOS & ABDELSAYED SARA
11210 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

KEZEMIDES GEORGE & KATERINA
9703 MILANO DR
TRINITY FL 34655-4679

KOCOTOS PETER THOMAS
11022 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

KOSTURSKI JOSEPH & ROSEMARY LIVING TRUST
11234 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

KOWAL BRYAN & SARA
10900 LUSCOMBE CT
NEW PORT RICHEY FL 34654-5214

LAMB GEORGE BRAD & LINDA MARIE
11001 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

KSE 30

LLOYD JUSTIN DOUGLAS & MINDA GENABE
8104 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

LOEFFLER FAMILY TRUST LOEFFLER ROBERT H & REBECCA
7928 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

LYONS CLIFFORD & ROSEMARY TRST
11220 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

MARSOLINO JAMES LOUIS & PATRICIA ANN
11222 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

MCKALE ALLEN M & RUBY
11027 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

MICKUS DAVID & MICHELLE
8116 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

MILE HIGH TL BORROWER 1 (INCOME) LLC
PO BOX 4090
SCOTTSDALE AZ 85261

MORGAN VIVIENNE B & JERRY F
11031 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

MORRIS IRVIN W JR & ET AL
8038 CHADWICK DRIVE
NEW PORT RICHEY FL 34654

MORRISON EUGENE A & LUCILLE E LIVING TRUST
11142 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

MULLIS MASON W II & SANDRALEE
11219 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6375

MURPHY ELIZABETH G
7918 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

NEW PORT RICHEY PROPERTIES LLC
1975 HEMPSTEAD TPKE STE 309
EAST MEADOW NY 11554

NEW PORT RICHEY PROPERTIES LLC
1975 HEMPSTEAD TPKE STE 309
EAST MEADOW NY 11554

NGUYEN BINH & PHAN MIMI
12542 ECLIPSE CT
NEW PORT RICHEY FL 34654-6354

NIX DAVID L & CONSTANCE B
7933 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

NIX MARLICE J
11153 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

NOVICK SHERI L
7946 CHADWICK DR
NEW PORT RICHEY FL 34654-6065

OAKS AT RIVER RIDGE HOMEOWNERS
5510 RIVER RD SUITE 104
NEW PORT RICHEY FL 34652

ONEILL TRUST ONEILL RONALD & BONNIE
7927 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6371

OUELLETTE ROBERT G & BARBARA A
11236 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

ODSMAR FL 34677
JUN 3 2025
USPS

PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

PASEK TOMASZ W & DOROTA J
11151 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6373

PETERS CLIFFORD C
8004 CHADWICK DRIVE
NEW PORT RICHEY FL 34654

PLANTE-GRUNDSET PAMELA A
11146 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

PROGRESS RESIDENTIAL BORROWER
PO BOX 4090
SCOTTSDALE AZ 85261-4090

PSIHOULAS ALEXIA
11021 FREEMONT DR
NEW PORT RICHEY FL 34654

RAMOS ALEXANDER
11030 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

RAVENNA ANTHONY SILVIO & SHANNA LYNN
11000 BENTWOOD CT
NEW PORT RICHEY FL 34654-6034

RHOADS JEFFREY L JR
4351 SEAGULL DR
NEW PORT RICHEY FL 34652-2006

RIVER RIDGE HOMES INC
11022 TEE TIME CIR
NEW PORT RICHEY FL 34654

RODRIGUEZ FAMILY TRUST RODRIGUEZ ESPIRIDION
11215 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

ROUNDS LYNDA G
11148 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

RUDNICKA MARIA & PIETRUSZEWSKI ALEXANDER
11144 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654

RUDNICKA MARIA L
8000 CHADWICK DRIVE
NEW PORT RICHEY FL 34654

RYAN WILLIAM L
11015 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

SAFKO BETTY F TRUST
C/O MARY KNIGHT
10914 BRIDLETON RD
PORT RICHEY FL 34668-2657

SCARICACIOTTOLI TRUST
7932 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654

SCHMITTDIEL CHARLES J
11005 MILLBURY CT
NEW PORT RICHEY FL 34654

SCHUELKE LILIANA & MICHAEL
11154 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6372

SECKEL ROBERT L JR
11015 FREEMONT DR
NEW PORT RICHEY FL 34654-6064

SEHMI HARJEET S
11001 MILLBURY CT
NEW PORT RICHEY FL 34654-6059

SEREBOFF JENNIFER L
11226 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

SEVEN POINTS BORROWER LLC
PO BOX 4090
SCOTTSDALE AZ 85261

SFR JV 1 2019 1 BORROWER LLC TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-5426

SFR JV-1 2020-1 BORROWER LLC TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA CA 92705-5426

SHERTREE PROPERTIES LLC
35117 CONDOMINIUM BLVD
ZEPHYRHILLS FL 33541

SIGNORELLI TINA M & GARY M
11012 KENMORE DR
NEW PORT RICHEY FL 34654-6040

SKAGGS JAMES W & CAMACHO ANTONIO
11009 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

SRP SUB LLC
1717 MAIN STREET SUITE 2000
DALLAS TX 75201

STERLING DANIEL M & CAROLINE L
7924 HARBOR BRIDGE BLVD
NEW PORT RICHEY FL 34654-6370

OLDSMAR FL 34677
JUN 3 2025
USPS

STODOLNY DANUTA
90 NOVA SCOTIA RD
BRAMPTON ON L6Y 5S9

TREBOR PROPERTIES INC
3152 LITTLE RD #148
TRINITY FL 34655-1864

TRUE NORTH PROPERTY OWNER B LLC
PO BOX 4090
SCOTTSDALE AZ 85261

VALENZANO SHARI L
11 REDCOAT RD
NORWALK CT 06850

VAN BURK NICHOLAS DAVID
8026 CHADWICK DR
NEW PORT RICHEY FL 34654

VENTURA CARLOS E
11021 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

WARD SHARON L
11224 PORT DOUGLAS DR
NEW PORT RICHEY FL 34654-6374

WASSERMAN SCOTT M
11018 KENMORE DR
NEW PORT RICHEY FL 34654-6040

WEST JOHN & AN-CHUN
10951 KENMORE DR
NEW PORT RICHEY FL 34654-6039

#4 LSE

WINDSOR PLACE AT RIVER RIDGE
C/O PARKLANE REAL ESTATE SVCS
7084 W. GULF TO LAKE HWY
CRYSTAL RIVER FL 34429-7838

YEIDER BARBARA
7930 BARCLAY RD
NEW PORT RICHEY FL 34654-6049

YIP ALLAN YIU-WOO & WAI-HUNG ALFORD
8100 CHADWICK DR
NEW PORT RICHEY FL 34654-6035

ZARAGOZA KAREN
11014 AUSTIN CT
NEW PORT RICHEY FL 34654-6033

OLDSMAR FL 34677
JUN 3 2025
USPS

UNITED STATES POSTAL SERVICE®
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U.S. POSTAGE PAID
OLDSMAR, FL
34677
JUN 03, 25
AMOUNT
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UNITED STATES POSTAL SERVICE®
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OLDSMAR, FL
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JUN 03, 25
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UNITED STATES POSTAL SERVICE®
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U.S. POSTAGE PAID
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JUN 03, 25
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UNITED STATES POSTAL SERVICE®
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U.S. POSTAGE PAID
OLDSMAR, FL
34677
JUN 03, 25
AMOUNT
$19.50
S2324M502594-02

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PLANNING COMMISSION AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PDE25-0287 **DATE:** 6/19/2025

SUBJECT: Pasco 2050 Comprehensive Plan Update Workshop

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:

No action required.

BACKGROUND:

Pasco 2050 is a major update to the existing County's Comprehensive Plan (Comp Plan)- a long-range planning tool that guides decision-making about how the County will grow over a 25-year time period. The Comp Plan outlines goals, objectives, and policies for managing growth while protecting the health, welfare, and quality of life of existing and future residents.

The Pasco 2050 update is slated for completion and adoption in December 2025. This workshop will discuss the major changes to the existing Comp Plan, which include:

- Consolidation of existing elements into themed chapters
- Consolidation of existing Future Land Use Categories
- Creation of Mixed-Use Land Use Categories
- Updated Future Land Use Map
- Edits per Florida Statutes
- Removal of outdated and completed policies
- Deletion of repetitive policies across multiple elements.
- Updates based on community engagement and advisory board participation.

FISCAL IMPACT/COST/REVENUE STATEMENT:

No fiscal impact.

ATTACHMENT(S):

None

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0882 **DATE:** 6/16/2026

SUBJECT: Planning Commission (PC) Meeting Minutes – July 10, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0882 PC 07-10-2025

PASCO COUNTY PLANNING COMMISSION
REGULAR MEETING

ANNOTATED MINUTES

JULY 10, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

1:30 P.M.

HISTORIC PASCO COUNTY COURTHOUSE, BOARD ROOM, 2ND FLOOR
37918 MERIDIAN AVENUE, DADE CITY, FL 33525

Members:

Mr. Charles Grey, Chairman
Mr. Jaime Girardi, P.E., Vice-Chairman
Mr. Derek Pontlitz, C.R.P.C.
Mr. Jonathan Moody, P.E.
Mr. Christopher Poole, CPG **– Absent**
Mr. Matthew Munz, P.E.

School Board Representative – Mr. Chris Williams

Legal Counsel:

David Goldstein, Chief Assistant County Attorney

Staff:

JP Murphy, Interim Assistant County Administrator, Development Services
David Engel, MCRP, AICP, Director Planning, Development and Economic Growth
Nectarios Pittos, AICP, Director Planning Services
Patrick Dutter, AICP, Assistant Director Planning Services
Patricia Crist Yingling, Planning Commission Agenda Coordinator
Nick Uhren, P.E., County Engineer

Call To Order

Chairman Grey called the meeting to order at 1:31 p.m.

Moment of Silence

A moment of silence was held.

Pledge of Allegiance

Chairman Grey led the Pledge of Allegiance to the Flag.

Roll Call

Ms. Nevaeh Wilkes, Deputy Clerk, called the roll. All members were present with the exception of Mr. Poole who was absent.

Swearing In

Ms. Wilkes swore in those who planned to present testimony.

Proof of Publication

Ms. Wilkes noted the proof of publication.

Public Comment

Citizens are given an opportunity to comment on items listed on the agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items during Public Comment.

Chairman Grey reviewed the procedures to be followed and called for public comment.

Ms. Nancy Hazelwood spoke regarding her appreciation to the Planning Department, the 2050 Planning meetings, and hopes that more people would attend.

Consent

There was none.

Public Hearings

The Commission was sitting as the Local Planning Agency for Agenda Item PC3.

MR. MUNZ MOVED approval to continue Agenda Item PC1 to its respective continuance date; **MR. PONTLITZ SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

MR. PONTLITZ MOVED approval of the Public Hearing Consent Agenda which included Agenda Item PC3; **MR. MOODY SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

PC1 Zoning Amendment (Continuance) – One Lacoochee Center – Change in Zoning from A-C Agricultural District, R-3 Medium Density Residential District, R-4 High Density Residential District, and MF-1 Multiple-Family Medium District to I-1 Light Industrial Park District – East Pasco County – North of Cummer Road, South of State Road 575, East of Pine Products Road, and West of Bower Road – Containing Approximately 7.93 acres
File Number PDE25-7873
Comm. Dist. 1
Recommendation Continuance Requested

Ms. Gianna German, Planning, Development and Economic Growth, read the item into the record and spoke regarding the continuance request.

The applicant was present.

There was no public comment.

The item was continued to the August 7, 2025 Planning Commission meeting at 1:30 p.m. in Dade City.

PC2 Zoning Amendment (Consent) - Murphy Road MPUD – Oakley Pasco County Property Trust, et al.– Rezoning Request from R-MH Mobile Home District and A-R Agriculture Residential District to MPUD Master Planned Unit Development District to Allow for the Development of 672 Single Family Detached Units and Platted Townhomes and Associated Infrastructure on Approximately 118.82 Acres Located in South Eastern Pasco County

File Number PDE25-7666
Comm. Dist. 1
Recommendation Approval with Conditions

Ms. Gianna German, Planning, Development and Economic Growth, read the item into the record and spoke regarding the applicant's continuance request.

The applicant was present.

The item was pulled from the Public Hearing Consent Agenda.

Mr. Jose Roldan and Ms. Nancy Hazelwood spoke regarding Forbes Road; where the water was going to go; businesses; chicken houses; buying water outside the county; wells; taxes going up; people moving away; that there should be a stop to progress; needing new rules and regulations; flooding; possible roundtable meetings with citizens; and future treated sewage water.

Mr. William Vermillion, Planning, Development and Economic Growth, spoke during this discussion.

Discussion was held regarding the Board's stance; the speaker's preference for mobile homes; land rights; the property zoning; chicken farms; people moving to Pasco; Stormwater and flooding; dealing with nature; constructive suggestions; Tampa Bay Water; school capacities; the traffic analysis; the purpose of impact fees; water capacity; and access to Forbes and Chenkin Road.

MR. PONTLITZ MOVED approval to continue the item to the August 7, 2025 Planning Commission meeting at 1:30 p.m. in Dade City; **MR. MOODY SECONDED**.

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

PC3 Development Agreement (Consent) - Homes by West Bay, LLC. - To Design, Permit, Acquire Right of Way, and Construct a Portion of Kiefer Road and New River Boulevard in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

File Number PDE25-0202
Comm. Dist. 1
Recommendation Approve

The Commission was sitting as the Local Planning Agency.

Ms. Gianna German, Planning, Development and Economic Growth, read the item into the record.

The applicant was present.

There was no public comment.

The item was approved as part of the Public Hearing Consent Agenda.

Walk-Ons

There was none.

Adjourn

MR. WILLIAMS MOVED approval to adjourn; **MR. PONTLITZ SECONDED**.

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

The meeting adjourned at 2:06 p.m.

PLANNING COMMISSION
REGULAR MEETING
JULY 10, 2025

Office of Ruth Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Nevaeh Wilkes

Nevaeh Wilkes, Records Clerk I
Board Records Division

Planning Commission	Charles Grey, Chairman Jaime Girardi, P.E., Vice Chairman Christopher B. Poole, CPG Jon Moody, P.E. Matthew Munz, P.E. Derek Pontlitz, CRPC
School Board Representative	Chris Williams
Legal Counsel	David Goldstein, Chief Assistant County Attorney
Staff	David Allen, Assistant County Administrator, Development Services David Engel, MCRP, AICP, Director Planning, Development and Economic Growth Nectarios Pittos, AICP, Director Planning Services Patricia Crist Yingling, Planning Commission Agenda Coordinator Nick Uhren, P.E., County Engineer

Pasco County
Planning Commission Agenda
Thursday, July 10, 2025
1:30 PM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Historic Pasco County Courthouse
Historic Board Room, 2nd Floor
37918 Meridian Avenue
Dade City, FL 33525

This meeting will be broadcast live on Pasco TV, YouTube Live, Frontier Channel 42 and Spectrum Channel 643 (only for residents living in Pasco County).

All electronic devices must be turned off while in the Board Room.

The Planning Commission has final decision-making authority for Special Exceptions. Any person desiring to appeal a special exception to the Board of County Commissioners will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. All other decisions by the Planning commission are in the form of a recommendation to the Board of County Commissioners and are therefore not appealable. Appeals of special exceptions are limited to the testimony and evidence in the record, which means that new testimony and evidence outside the record cannot be considered during the appeal proceeding.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Call To Order

Moment of Silence

Pledge of Allegiance

Roll Call

Swearing In

Proof of Publication

Public Comment

Citizens are given an opportunity to comment on items listed on the agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items during Public Comment.

Consent

Public Hearings

PC1 Zoning Amendment (Continuance) – One Lacoochee Center – Change in Zoning from A-C Agricultural District, R-3 Medium Density Residential District, R-4 High Density Residential District, and MF-1 Multiple-Family Medium District to I-1 Light Industrial Park District – East Pasco County – North of Cummer Road, South of State Road 575, East of Pine Products Road, and West of Bower Road – Containing Approximately 7.93 acres

File Number PDE25-7873
Comm. Dist. 1
Recommendation Continuance Requested

PC2 Zoning Amendment (Consent) - Murphy Road MPUD – Oakley Pasco County Property Trust, et al.– Rezoning Request from R-MH Mobile Home District and A-R Agriculture Residential District to MPUD Master Planned Unit Development District to Allow for the Development of 672 Single Family Detached Units and Platted Townhomes and Associated Infrastructure on Approximately 118.82 Acres Located in South Eastern Pasco County

File Number PDE25-7666
Comm. Dist. 1
Recommendation Approval with Conditions

PC3 Development Agreement (Consent) - Homes by West Bay, LLC. - To Design, Permit, Acquire Right of Way, and Construct a Portion of Kiefer Road and New River Boulevard in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

File Number PDE25-0202
Comm. Dist. 1
Recommendation Approve

Walk-Ons

Adjourn

43274

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-044 was published in said newspaper by print in the issues of 06/25/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **06/25/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARINGS ON A REZONING FOR PROPERTY LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, July 10, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, August 5, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Thirteen State Properties LLC/One Lacoochee Center (RZ-7873) petition for a rezoning from a R-3 Medium Density Residential District, a R-4 High Density Residential District and a MF-1 Multiple-Family Medium Density District to a I-1 Light Industrial Park District for a parcel located southeast of Pine Products Road and west of Bower Road (26-23-21-0020-00P00-0070 et al).

2. THREE M REVOCABLE TRUST, JEAN MCCLAIN-MURPHY TTEE/MURPHY ROAD MPUD (RZ-7666) petition for a rezoning from a A-R Agricultural-Residential District and a R MH Mobile Home District to a MPUD Master Planned Unit Development District for a parcel located north of County Road 54 and west of Forbes Road (AKA 01-26-21-0010-00100-0000 et al).

PUBLIC NOTICE is hereby given that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, July 15, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

3. James A & Cheryl L Pelletier/Powerline Road Rezone (RZ-7869) petition for a rezoning from a A-C Agricultural District and a A-R Agricultural-Residential District to a A-R Agricultural-Residential District for parcels located at the east side of Powerline Road, approximately 2,200 feet north of Frazee Hill Road (aka 15-24-21-0000-01500-0000 and 15-24-21-0000-01500-0020).

4. Swami Ayyen LLC/Wesley Chapel Professional Center (RZ-7867) petition for a rezoning from a PO-2 Professional Office District to a C-2 General Commercial District for a parcel located at the southeast corner of the intersection of State Road 54 and Veridian Way (aka 09-26-20-0000-00600-0040).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
June 25, 2025 43274

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

CLAY GILMAN, ESQ.

Owner and Record Title Holder(s) or Authorized Representative Name(s)

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 26-23-21-0020-00900-0070, ET AL

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: THIRTEEN STATE PROPERTIES LLC / ONE LACOOCHEE CENTER

Project Number: RZ-7873

Request: REZONING FROM MF-1, R-3, R-4 to I-1

That attached is the following:

_____Proof of publication from the_____(newspaper name, if applicable).

CAG Certificate of mailing for the notices which were mailed on 06-27-2025 (Date)

CAG Photos showing the placement of and language on the signage, which was posted on 06-27-2025 (Date).

FURTHER AFFIANT SAYETH NOT

_____Name

06-27-25

_____(Date)

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me me by means of [✓] physical presence or [ ] online notarization, this 27th day of June, 2025 (date) by Clay Gilman (name of person acknowledging), who is personally known to me or who has produced N/A (type of identification) as identification.

Seal:

NOTARY PUBLIC

LYNN HUNTER
MY COMMISSION # HH 288099
EXPIRES: July 14, 2026

guidepubno(DH)

-4-

Dear Property Owner:

This is to notify you that Petition No. RZ-7873 has been filed in the name of Thirteen State Properties LLC/One Lacoochee Center for a change in zoning from a R-3 Medium Density Residential District, a R-4 High Density Residential District, and a MF-1 Multiple-Family Medium Density District to an I-1 Light Industrial Park District.

The parcel of land is located southeast of Pine Products Road and west of Bower Road (Parcel I.D. No.: 26-23-21-0020-00P00-0070 et al.), containing approximately 9.85 acres.

Public hearings for the consideration of this application will be held:

Planning Commission	**07/10/25***	**Historic Pasco County Courthouse* 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**
Board of County Commissioners	**08/05/25***	**Historic Pasco County Courthouse* 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**

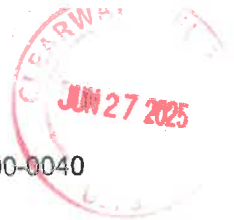
Dates and locations are subject to change based on continuances, please contact the Planning, Development and Economic Growth Department, at 727-847-8142.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition.

Any person desiring to appeal any decision made by the Planning Commission or Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Planning and Economic Growth Development.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.



30/30

23-23-21-0000-00200-0000
LOBO ASSET TRUST WOLFF JAMES L TRUSTEEE
1821 SE 7TH ST
POMPANO BEACH FL 33060-7613

23-23-21-0000-03800-0000
NGUYEN PHUC HONG & LE NHUNG THI
4726 22ND AVE N
ST PETERSBURG FL 33713-3110

23-23-21-0000-05500-0010
JACOB CHANDY & CHANDY MARIAMMA
38620 STATE ROAD 575
DADE CITY FL 33523-9803

23-23-21-0000-05600-0010
LOPEZ JOVITA CARRASCO & ESTRADA ANGEL
PO BOX 197
LACOOCHEE FL 33537-0197

23-23-21-0000-05700-0000
FIRST BAPTIST CHURCH OF LACOOCHEE
PO BOX 517
LACOOCHEE FL 33537-0517

23-23-21-0000-19900-0000
CSX TRANSPORTATION INC
C/O TAX DEPT J910
500 WATER ST
JACKSONVILLE FL 32202-4423

23-23-21-0000-19900-0010
CSX TRANSPORTATION INC
C/O TAX DEPT J910
500 WATER ST
JACKSONVILLE FL 32202-4423

23-23-21-0000-19900-0030
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

23-23-21-0000-20000-0000
PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

23-23-21-0000-49900-0010
PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

23-23-21-0010-00C00-0130
WIGGINS RALPH GERALD & BAEZ KATHY M
38803 ARENA RD
DADE CITY FL 33523-6615

23-23-21-0010-00G00-0010
MOSS MARIAN M
3300 S TAMIAMI TRAIL STE 5
SARASOTA FL 34239

23-23-21-0010-00G00-0050
MERCER FARM & PROPERTIES LLC
17809 NEWCASTLE FIELD DR
LUTZ FL 33559-3921

23-23-21-0010-00G00-0060
MERCER FARM & PROPERTIES LLC
17809 NEWCASTLE FIELD DR
LUTZ FL 33559-3921

23-23-21-0010-49900-0000
PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

23-23-21-0020-00A00-0010
FIRST BAPTIST CHURCH OF LACOOCHEE THE
PO BOX 517
LACOOCHEE FL 33537-0517

23-23-21-0020-00A00-0030
FIRST BAPTIST CHURCH OF LACOOCHEE INC
PO BOX 517
LACOOCHEE FL 33537-0517

23-23-21-0020-00B00-0010
LUX REAL PROPERTIES LLC
6097 SANDRA DR
SPRING HILL FL 34607

23-23-21-0020-00B00-0020
HABITAT FOR HUMANITY OF EAST & CENTRAL PASCO COUNTY INC
37220 MERIDIAN AVE
DADE CITY FL 33525-3616

23-23-21-0020-00B00-0030
DELKER THOMAS & PAMELA
PO BOX 2423
ZEPHYRHILLS FL 33539-2423

23-23-21-0020-00C00-0040
HOUGHTALIN LISA
38849 CHASE ST
DADE CITY FL 33523-9719

23-23-21-0020-00C00-0050
RAMER EUGENE & ANGELA
38903 CHASE ST
DADE CITY FL 33523-9722

23-23-21-0020-00C00-0080
MORRIS GUSSIE LEE
C/O WILLIAM RAMER
38903 CHASE ST
DADE CITY FL 33523-9722

23-23-21-0020-00D00-0010
GRAHAM RAY LEWIS
38903 COIT RD
DADE CITY FL 33523-9742

23-23-21-0020-00D00-0020
HOSSLER MICHAEL LEWIS
38909 COIT RD
DADE CITY FL 33523-9742

23-23-21-0020-00D00-0040
CRAVEN LINDA F
38923 COIT RD
DADE CITY FL 33523

23-23-21-0020-00D00-0050
HUNTINGTON BARBARA
C/O RICHARD SLOVER
PO BOX 444
LACOOCHEE FL 33537-0444

23-23-21-0020-00D00-0060
SLOVER RICHARD W
PO BOX 444
LACOOCHEE FL 33537-0444

23-23-21-0020-00D00-0070
THOMAS MARSHUA ELEANE
38908 CHASE ST
DADE CITY FL 33523-9713

23-23-21-0020-00I00-0010
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011



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ISTATIA REUBEN & ORLANDO-ISTATIA ROBIN
PO Box 17492
Tampa FL 33682-7492

23-23-21-0020-00I00-0030
TYLER LISA M
PO BOX 464
HAGAN GA 30429-0464

23-23-21-0020-00I00-0040
LOS DUENOS DEL PARTY PROMOTIONS INC
4704 SUMMERLAKE CT
TAMPA FL 33624

23-23-21-0020-00I00-0060
PELHAM JAMES & GLENDA
38836 CHASE ST
DADE CITY FL 33523-9702

23-23-21-0020-00J00-0010
HUERTAS ANNE F
904 E SANGER ST
PHILADELPHIA PA 19124

23-23-21-0020-00J00-0030
CLASSIC SOUTHERN HOMES LLC
601 VINING ST
PLANT CITY FL 33563-1932

23-23-21-0020-00J00-0040
PARRISH LISA D
21045 PINE PRODUCTS RD
DADE CITY FL 33523-6713

23-23-21-0020-00K00-0031
THOMAS JUSTIN & DODD MARILYN
38733 FLORIDA 575
DADE CITY FL 33523

23-23-21-0020-00L00-0020
THOMAS MARYE & THOMAS JESSE LEE JR
14816 SUNDANCE DR
DADE CITY FL 33523-7513

23-23-21-0020-00M00-0020
MORENO VALENTIN
PO BOX 856
LACOOCHEE FL 33537-0856

23-23-21-0020-00M00-0040
SANCHEZ ERNESTO
121 N 8TH ST
LOVINGTON NM 88260-4146

23-23-21-0020-00N00-0010
KNIGHT DENNIS L
21026 LLOYD AVE
DADE CITY FL 33523-6733

23-23-21-0020-00N00-0030
KNIGHT DENNIS L
21026 LLOYD AVE
DADE CITY FL 33523-6733

23-23-21-0020-00N00-0040
KNIGHT DENNIS L
21026 LLOYD AVE
DADE CITY FL 33523-6733

23-23-21-0020-49900-0000
PASCO COUNTY FACILITIES MANAGEMENT DEPT
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NEW PORT RICHEY FL 34653-2359

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NEW PORT RICHEY FL 34653-2359

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NEW PORT RICHEY FL 34653-2359

24-23-21-0010-49900-0050
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7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

24-23-21-0030-02100-0210
FIRST BAPTIST CHURCH OF LACOOCHEE
PO BOX 517
LACOOCHEE FL 33537-0517

25-23-21-0000-00300-0000
SOUTHMILL INC
PO BOX 975
LACOOCHEE FL 33537-0975

25-23-21-0000-00400-0000
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD ST
BROOKSVILLE FL 34604-6899

3/13

25-23-21-0000-01000-0010
SARNAGO & SONS PROPERTIES INC
1741 N KEENE RD
CLEARWATER FL 33755-2312

25-23-21-0000-01000-0020
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-0000-00100-0000
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
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PO BOX 999
AUBURN GA 30011

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THIRTEEN STATE PROPERTIES LLC
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PO BOX 975
LACOOCHEE FL 33537-0975

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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD ST
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HICKS HARRY T
37337 MOCERI AVE
DADE CITY FL 33523-2737

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PO BOX 999
AUBURN GA 30011

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PASCO COUNTY HOUSING AUTHORITY
36739 STATE ROAD 52 STE 108
DADE CITY FL 33525-5101

26-23-21-0000-00500-0080
PASCO COUNTY HOUSING AUTHORITY
36739 STATE ROAD 52 STE 108
DADE CITY FL 33525-5101

26-23-21-0000-00500-0110
GREATER MOUNT MORIAH MIS BAPT CH
PO BOX 113
LACOOCHEE FL 33537-0113

26-23-21-0000-00500-0120
SCHAFER GAIL L
PO BOX 853
DADE CITY FL 33526-0853

26-23-21-0000-00600-0000
DISTRICT SCHOOL BOARD OF
7227 LAND O LAKES BLVD
LAND O LAKES FL 34638-2826

26-23-21-0000-00600-0010
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-0000-00600-0020
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-0000-00700-0000
GREATER MOUNT MORIAH MIS BAPT CH
PO BOX 113
LACOOCHEE FL 33537-0113

26-23-21-0000-00900-0000
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

26-23-21-0000-19900-0000
CSX TRANSPORTATION INC
C/O TAX DEPT J910
500 WATER ST
JACKSONVILLE FL 32202-4423

26-23-21-0000-19900-0020
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

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26-23-21-0020-00E00-0010
OSBURNE BARBARA
PO BOX 604
LACOOCHEE FL 33537-0604

26-23-21-0020-00E00-0021
MENDOZA MIGUEL ANGEL & MARIBEL
PO BOX 369
TRILBY FL 33593-0369

26-23-21-0020-00E00-0030
DAMIAN MARIBEL DAVALOS & MENDOZA MIGUEL ANGEL
38915 CHAPMAN ST
DADE CITY FL 33523-7017

26-23-21-0020-00E00-0040
ONE STOP CONSTRUCTORS INC
718 SW PORT ST LUCIE BLVD STE 9
PORT SAINT LUCIE FL 34953

26-23-21-0020-00E00-0050
ARIAS WILSON
31025 JACANA DR
WESLEY CHAPEL FL 33545-3917

26-23-21-0020-00E00-0060
STELLAR DUO PROPERTIES LLC
24705 US HWY 19 N STE 308A
CLEARWATER FL 33763

26-23-21-0020-00E00-0070
GONZALEZ-FERNANDEZ JOSE D
38908 COIT RD
DADE CITY FL 33523-9703

26-23-21-0020-00F00-0010
THIRTEEN STATE PROPERTIES LLC
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PO BOX 999
AUBURN GA 30011

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AUBURN GA 30011

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PO BOX 999
AUBURN GA 30011

26-23-21-0020-00H00-0070
WILLIAMS EUANN
38830 COIT RD
DADE CITY FL 33523-9754

26-23-21-0020-00H00-0080
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

26-23-21-0020-00M00-0010
MORENO VALENTIN E
417 2ND AVE NW
JASPER FL 32052-6687

26-23-21-0020-00O00-0010
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-0020-00O00-0020
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

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THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-0020-00P00-0070
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

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PASCO COUNTY FACILITIES MANAGEMENT DEPT
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7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

26-23-21-0070-00000-0190
LOGAN CURTIS D & CAROLYN
38635 PATTI LN
DADE CITY FL 33523-6725

26-23-21-0070-00000-0200
BARTON ERIC & CARRASCO MARIA SANCHEZ
38637 PATTI LN
DADE CITY FL 33523-6725

26-23-21-0070-00000-0210
ALVERTO ISMAEL & MARIA J
38639 PATTI LN
DADE CITY FL 33523-6725

26-23-21-0070-00000-0220
HAMBRICK LINDA FAY
38638 PATTI LN
DADE CITY FL 33523-6701

26-23-21-0070-00000-0230
RODRIGUEZ JOSE & NORMA
38643 BARBARA LN
DADE CITY FL 33523-6730

26-23-21-0070-00000-0240
QUINN KELLY OKYIA & QUINN ANTHONY SHAWN
38651 BARBARA LN
DADE CITY FL 33523-6730

26-23-21-0070-00000-0250
PANIAGUA DALIA YAMINI
38701 BARBARA LN
DADE CITY FL 33523-6730

26-23-21-0070-00000-0260
LADY LEAS RENTAL PROPERTIES LLC
14807 STATE ST
DADE CITY FL 33523



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PO BOX 798
LACOOCHEE FL 33537-0798

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BROWN EMMA J
38723 BARBARA LN
DADE CITY FL 33523-6730

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BROWN LORENZO CORNELL
PO BOX 681
LACOOCHEE FL 33537-0681

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TAYLOR JOHNNY JR & POPE URSULA SEBRINA
PO BOX 362
LACOOCHEE FL 33537-0362

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LEE MELISSA
38714 BARBARA LN
DADE CITY FL 33523-6783

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PEREZ JOANCE CRUZ & BARRIOS ANGIE F TORO
38708 BARBARA LN
DADE CITY FL 33523

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COLEMAN LINDA SUE
38702 BARBARA LANE
DADE CITY FL 33523

26-23-21-0070-00000-0330
SERMONS MICHELLE DENEEN
38650 BARBARA LN
DADE CITY FL 33523-6783

26-23-21-0070-00000-0340
TOMLIN ALICE & TOMLIN CHRISTOPHER
PO BOX 685
DADE CITY FL 33526-0685

26-23-21-0070-00000-0350
LOPEZ JAENETTE
38638 BARBARA LN
DADE CITY FL 33523-6783

26-23-21-0070-00000-0360
HAMBRICK MARVIS J & HAMBRICK ALISA ANN & ET AL
PO BOX 903
LACOOCHEE FL 33537-0903

26-23-21-0070-49900-0000
PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

26-23-21-007A-00000-0490
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-007A-00000-0500
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-007A-00000-0510
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-007A-00000-0520
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-007A-00000-0530
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-007A-00000-0540
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-007A-00000-0550
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-007A-00000-0560
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-007A-00000-0570
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-007A-00000-0580
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-007A-00000-0590
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

26-23-21-007A-49900-0000
PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

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Crop
PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
App. No. RZ-7873
Project Type: REZONING
Proposing a change in zoning from R-3, R-4, and MF-1 (Residential) to I-1 (Light Industrial)
Planning Commission
07/10/25
1:30 p.m.
Historic Courthouse, 37918 Meridian Avenue, Dade City
Board of County Commissioners
08/05/25
1:30 p.m.
Historic Courthouse, 37918 Meridian Avenue, Dade City
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


Crop
PUBLIC HEARINGS
PASCO COUNTY FLORIDA
App. No. RZ-7873
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Historic Courthouse, 37918 Meridian Avenue, Dade City
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08/05/25 1:30 p.m.
Historic Courthouse, 37918 Meridian Avenue, Dade City
Planning@MyPasco.net / 727-847-8140

36486

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDD25-34 was published in said newspaper by print in the issues of 05/07/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **05/07/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARING ON A DEVELOPMENT AGREEMENT FOR PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing **on Wednesday, May 21, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida**, the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing on **Thursday, June 5, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, July 15, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.** The proposed development agreement between Pasco County and HOMES BY WEST BAY LLC sets for the terms and conditions of development approval with respect to the Local Government Development Agreement for Zoning Amendment PDE25-0202 and will be considered at the stated time or as soon thereafter as possible.

The property subject to this development agreement is located on the south side of and abutting the future Tyndall Road, north of and abutting the future Kiefer Road and Curley Road: contains the following parcel 24-25-20-0000-00100-0000.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-034

May 7, 2025 DB

36486-1

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

CLARKE G. HOBBY, ESQ. / HOBBY & HOBBY, P.A.
Record Title Holder(s) or Authorized Representative Name(s)

That it is the owner and record title holder or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 01-26-21-0010-00300-0000; 01-26-21-0010-00200-0000; 01-26-21-0010-00100-0000 01-26-21-0010-01400-0000; 01-26-21-0010-04900-0010; 36-25-21-0000-00200-0000 36-25-21-0010-12800-0010

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: MURPHY ROAD MPUD

Project Number: RZ-7666

Request: CHANGE IN ZONING FROM AR AND RMH TO MPUD

That attached is the following:

____ Proof of publication from the _____ (newspaper name, if applicable).

X Certificate of mailing for the notices, which were mailed on 06/25/2025 (Date).

X Photos showing the placement of and language on the signage, which was posted on 06/25/2025 (Date).

FURTHER AFFIANT SAYETH NOT

Clarke G. Hobby

The foregoing instrument was acknowledged before me the June 25, 2025 (date), by Clarke G. Hobby (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

DANYETTE RODRIGUEZ NOTARY PUBLIC MY COMMISSION EXPIRES 2-23-2028 STATE OF FLORIDA COMMISSION NUMBER HH 482726

NOTARY PUBLIC

HOBBY & HOBBY, P.A.
Attorneys and Counselors at Law

H. Clyde Hobby
Clarke G. Hobby
John C. White (of counsel)

109 N. Brush St., Ste. 250
Tampa, FL 33602
Telephone (813) 223-3338
Facsimile (813) 223-9606

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CERTIFICATE OF MAILING
FOR
MURPHY ROAD MPUD – RZ 7666

5L PROPERTIES LLC
PO BOX 2679
ZEPHYRHILLS, FL 33539-2679

ACHTZENER JEAN MICHELLE
7036 FORBES RD
ZEPHYRHILLS, FL 33540-1592

ALL CRAFT MARINE HOLDINGS LLC
40047 COUNTY ROAD 54
ZEPHYRHILLS, FL 33540-7951

ALLEN TIMOTHY & ALLEN AIMEE
40018 LYNBROOK DR
ZEPHYRHILLS, FL 33540

ANDERSON ROBERT E & MARIA
6848 CHENKIN RD
ZEPHYRHILLS, FL 33542-1748

ASARO MATTHEW J &
MENDELSOHN KATHRYN LYN
7101 FORBES RD
ZEPHYRHILLS, FL 33540-1594

BARNES TRACEY L
948 TANGLEWOOD PL
THE VILLAGES , FL 32162-4094

BONILLA JOSUE GONZALEZ
7107 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1520

BROWN ROBERT R & KATHLEEN J
7209 CHENKIN ROAD
ZEPHYRHILLS, FL 33540

CALDWELL LONNIE & ANNETTE &
PENNINGTON A D & PENNINGTON BD
40042 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1511

CARPENTER ZACKARY ALLEN &
SPAULDING DANIELLE
7151 RYMAN LOOP
ZEPHYRHILLS, FL 33540

CATO ANGELCA
7137 RYMAN LOOP
ZEPHYRHILLS, FL 33542

CHENKIN JOSEPH A
1943 STEWARTSTOWN RD
STEWARTSTOWN, PA 17363-7943

CHIRINO MARIA & CAMPA ISABEL
40034 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1511

CHITTY DONALD R
7211 FORBES RD
ZEPHYRHILLS, FL 33540-1596

CITY OF ZEPHYRHILLS
5335 8TH ST
ZEPHYRHILLS, FL 33542-4312

COB MHC HILLSIDE ONE LLC SBAF
1801 HERMITAGE BLVD STE 100
TALLAHASSEE, FL 32308

COBALT PROPERTY MANAGEMENT LLC
112 SW 7TH ST STE 3C
TOPEKA, KS 66603

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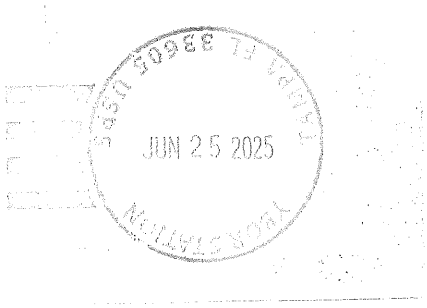

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ZEPHYRHILLS, FL 33540-1591

CORREA DENNISE SANCHEZ
40026 PRETTY REDBIRD RD
ZEPHYRHILLS, FL 33540-1501

CRAIG CYNTHIA
7131 FORBES RD
ZEPHYRHILLS, FL 33540-1594

CRIBBS THOMAS BUTLER & ABBYGAIL GRACE
7231 TIMBER CREST LN
ZEPHYRHILLS, FL 33540

CRUMPLER CARROLL L & MADELYN L LIVING TRUST
6625 FORBES RD
ZEPHYRHILLS, FL 33540-7932

CSX TRANSPORTATION INC
C/O TAX DEPT J910500 WATER ST
JACKSONVILLE, FL 32202-4423

DEAN JAMES C
39752 PRETTY POND RD
ZEPHYRHILLS, FL 33540-1546

DEAN STEVEN A & SHARON D
7125 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1520

DEGROOT GEORGE C
6915 CHENKIN RD
ZEPHYRHILLS, FL 33542-1751

DEKLE DANNY M
7108 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1524

DEVLIEG ROBERT J
7103 CHENKIN RD
ZEPHYRHILLS, FL 33540-1567

DONLEY JEFFREY
39740 PRETTY POND RD
ZEPHYRHILLS, FL 33540

ELLSWORTH LARRY F & MARY C
6935 CHENKIN RD
ZEPHYRHILLS, FL 33542-1751

ENG VERNON
6743 FORBES RD
ZEPHYRHILLS, FL 33540-7936

FANNING JAMES & PARKS ELIZABETH
6753 FORBES ROAD
ZEPHYRHILLS, FL 33540

FARMER KENNETH R
39850 COUNTY ROAD 54
ZEPHYRHILLS, FL 33542-1737

FARMER KENNETH R & MICHELLE L
39850 COUNTY ROAD 54
ZEPHYRHILLS, FL 33542-1737

FEDE JOY V
C/O SARAH FEDE31515 LOCH ALINE DR
WESLEY CHAPEL, FL 33545-1107

FIGUEROA ORLANDO & SONYA
40007 FRIAR TUCK TRL
ZEPHYRHILLS, FL 33540

FOSTER ERIC
7230 TIMBER CREST LN
ZEPHYRHILLS, FL 33540

FREEZE PROPERTIES LLC
39943 PRETTY POND RD
ZEPHYRHILLS, FL 33540-1572

FREEZE SHERRI
40011 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1512

GARY ANGELINE
7219 TIMBER CREST LN
ZEPHYRHILLS, FL 33540-1527

GORDON JOSHUA
6932 CHENKIN RD
ZEPHYRHILLS, FL 33542-1750

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40018 PRETTY REDBIRD RD
ZEPHYRHILLS, FL 33540-1501

GRIFFIS BRUCE IRVIN & KATHY JO
6701 FORBES RD
ZEPHYRHILLS, FL 33540-7934

HAMMOND BRIAN KENT & KELLY ANN
7211 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1521

HAMRELL DAVID M
39427 COMSTOCK LN
ZEPHYRHILLS, FL 33540-3203

HANOVER LYNN E & JESSIE M
403 E MAIN ST
HEBRON, OH 43025-7032

HAY DUGLAS & HAY BRIAN
40010 PROUD MOCKINGBIRD LN
ZEPHYRHILLS, FL 33540-1511

HERWEH-CANNON ALICIA
6740 CHENKIN RD
ZEPHYRHILLS, FL 33542-1700

HERWEH-CANNON ALICIA M
6750 CHENKIN RD
ZEPHYRHILLS, FL 33542-1700

HICKS HERCULES JR
7220 TIMBER CREST LN
ZEPHYRHILLS, FL 33540-1558

HINDS SUSAN R
6700 FORBES RD
ZEPHYRHILLS, FL 33540-7933

JELTEMA JOHN M & LINDA D LIV TRUST
JELTEMA JOHN M & LINDA D TTEES
7205 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1521

JENKINS NAMMARRIA &
CHAVES SARAH
11330 KITTEN TRL
HUDSON, FL 34669

JERABEK RICHARD & NAPIER SKYLIA
7041 FORBES RD
ZEPHYRHILLS, FL 33540-1591

JOHNSON JACK E JR
6951 CHENKIN RD
ZEPHYRHILLS, FL 33542-1751

JOHNSON TERESA M
39846 SUNBURST DR
DADE CITY, FL 33525-1473

KARCZMARCZYK THERESA M
7051 FORBES RD
ZEPHYRHILLS, FL 33540-1591

LAMOTHE KELLSEY
7151 TIMBER CREST LN
ZEPHYRHILLS, FL 33540

LARSEN JAMES D & DALE S
PO BOX 1204
ZEPHYRHILLS, FL 33539-1204

LEONARD REVA ROSALIA
C/O SARENA L HORTON37653
SHAMROCK PL
ZEPHYRHILLS, FL 33541-6884

LEONARD ROBIN A
7143 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1520

LOEHR GRADY & DONNA LYNN
40051 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1512

MASER DENNIS & JUDITH
39800 COUNTY ROAD 54
ZEPHYRHILLS, FL 33542

MATHEWS TERRY E TRUST MATHEWS
TERY E TRUSTEE
PO BOX 1402
ZEPHYRHILLS, FL 33539-1402

MCADAMS STEVE A SR &
SARAH DONNELL
7020 FORBES RD
ZEPHYRHILLS, FL 33540-1590

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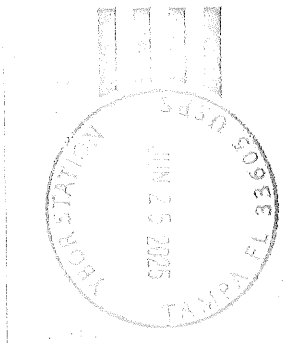

MCCOLLISTER KATHY L
7115 FORBES RD
ZEPHYRHILLS, FL 33540-1594

MILLER GARY J & LYNDA F
6853 CHENKIN RD
ZEPHYRHILLS, FL 33542-1749

MOSINSKI JOHN PAUL II &
CATHERINE V
7105 FORBES RD
ZEPHYRHILLS, FL 33540-1594

NEWCOMB CINDY
7158 FORBES RD
ZEPHYRHILLS, FL 33540

NEWELL ANTHONY MARQUIS
6611 FORBES RD
ZEPHYRHILLS, FL 33540-7932

NOVAK ALLEN & GAIL M
3916 OAK GROVE DR
SARASOTA, FL 34243-2807

OAKLEY LYNN MURPHY
124 WYNDHAM DR
WINTER HAVEN, FL 33884

OAKLEY PASCO COUNTY PROPERTY
TRUST OAKLEY LYNN M TRUSTEE
101 ABC RD
LAKE WALES, FL 33859-6844

OROSZ BOB D & SANDRA M
5306 FRONTIER DR
ZEPHYRHILLS, FL 33540-7602

PASCO COUNTY FACILITIES
MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

PAUL ROBERT S & BEVERLY C
40035 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1512

PEEPLES DANIEL A
6910 CHENKIN RD
ZEPHYRHILLS, FL 33542-1750

PEREZ ANGEL & LUZ YVETTE
7209 TIMBER CREST LN
ZEPHYRHILLS, FL 33540-1527

POIRIER GERARD JR
6723 FORBES RD
ZEPHYRHILLS, FL 33540-7934

POOLE MAURICE A JR & LOUISA
7204 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1518

POSTON MARY E
40004 LYNBROOK DR
ZEPHYRHILLS, FL 33540-7900

PRETTY POND ACRES HOMEOWNER'S
ASSOC
PO Box 1145
ZEPHYRHILLS, FL 33539

PRIESTLEY MICHELLE R & RAELISHA
40043 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1512

PRIESTLEY ROSEMARY H
40050 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1511

PRITCHARD DONALD T
40019 PRETTY REDBIRD RD
ZEPHYRHILLS, FL 33540-1502

PROVOST KRISTINE
7238 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1518

QUILLEN ANGELA RENEE
39730 PRETTY POND ROAD
ZEPHYRHILLS, FL 33540

RAFUSE KARETHA
40011 PRETTY REDBIRD RD
ZEPHYRHILLS, FL 33540-1502

REITMEYER SUSAN
7224 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1518

24 pcs



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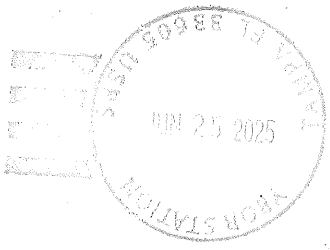

REYNOLDS JODI R & FRANK
7237 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1521

RILEY SIERRA M
40019 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1512

RIVERA DENNIS JR &
RIVERA DENNIS SR
7131 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1520

ROGERS ROBIN G
39440 COMSTOCK LN
ZEPHYRHILLS, FL 33540

ROLDAN JOSE A SR
40030 LYNBROOK DR
ZEPHYRHILLS, FL 33540-7900

ROLDAN TRUST
ROLAND JOSE A SR TRUSTEE
7046 FORBES RD
ZEPHYRHILLS, FL 33540

ROY KENNETH & SHERRI L
6624 FORBES RD
ZEPHYRHILLS, FL 33540-7931

RYAN JASON ROBERT
40027 PRETTY REDBIRD RD
ZEPHYRHILLS, FL 33540-1502

SANDIFER WILLIAM E II
6545 FORBES RD
ZEPHYRHILLS, FL 33540-7930

SCOTT JAY B
7139 FORBES RD
ZEPHYRHILLS, FL 33540-1594

SEVERINO JACKELYN
7029 FORBES RD
ZEPHYRHILLS, FL 33540

SOJO DAVID W S &
MAISONET MARIA D C CABEZAS
7124 RYMAN LOOP
ZEPHYRHILLS, FL 33540

SPRINGER CONSTANCE E
6642 FORBES RD
ZEPHYRHILLS, FL 33540-7931

STEALTH GROUP FL LLC
1734 E BOSTON ST #101
GILBERT, AZ 85295

STEINER ALLEN J & DONNA J
PO BOX 2272
ZEPHYRHILLS, FL 33539-2272

THOMPSON JOSEPH J & LAURA C
40035 PRETTY REDBIRD RD
ZEPHYRHILLS, FL 33540-1502

TOMBS JENNIFER C
7043 CHENKIN RD
ZEPHYRHILLS, FL 33540

VAN TASSELL TYLER D
14943 LAKE FOREST DR
LUTZ, FL 33559-3269

VANDERHAM KENNETH PAUL &
WYNTER HOPE
7280 CHENKIN RD
ZEPHYRHILLS, FL 33540

VICTORY BAPTIST CHURCH OF
ZEPHYRHILLS INC
6950 FORBES RD
ZEPHYRHILLS, FL 33540-7939

WEST JOHNNY JR & BEAMS MARY A
7015 FORBES RD
ZEPHYRHILLS, FL 33540-1591

WESTERVELT JEFFREY H
6708 FORBES RD
ZEPHYRHILLS, FL 33540-7933

WETHERELL DANIEL C & SUSAN C
6847 CHENKIN RD
ZEPHYRHILLS, FL 33542-1749

WILLIAMS PATRICIA A &
VALDES DAVID
7102 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1524

24 pcs

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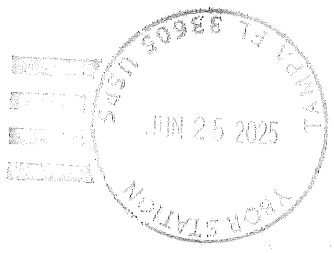


WILSON NATHYN L LIVING TRUST
WILSON NATHYN L TRUSTEE
6637 FORBES RD
ZEPHYRHILLS, FL 33540-7932

WILSON PAUL S
7150 TIMBER CREST LN
ZEPHYRHILLS, FL 33540-1525

WOJERSKI ROBERT THOMAS
40018 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540

WOOLDRIDGE TRENIA P
6705 FORBES RD
ZEPHYRHILLS, FL 33540-7934

WORLEY JOSEPH L & WORLEY MAE L
7113 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1520

5 pcs

HOBBY & HOBBY, P.A.

Attorneys and Counselors at Law

H. Clyde Hobby
Clarke G. Hobby
John C. White (of counsel)

109 N. Brush St., Ste. 250
Tampa, FL 33602
Telephone (813) 223-3338
Facsimile (813) 223-9606

Dear Property Owner:

This is to notify you that Petition No. RZ-7666 has been filed in the name of Three M Revocable Trust / Lynn Murphy Oakley, et al. for a change in zoning from A-R Agricultural - Residential District and R-MH Mobile Home District to a MPUD Master Planned Unit Development District.

The parcels of land are north of County Road 54 and west of Forbes Road (Parcel I.D. Nos.: 01-26-21-0010-00100-0000; 01-26-21-0010-00200-0000; 01-26-21-0010-00300-0000; 01-26-21-0010-01400-0000; 01-26-21-0000-04900-0010; 36-25-21-0000-00200-0000; 36-25-21-0010-12800-0010) containing approximately 120.71 acres, more or less.

Public hearings for the consideration of this application will be held:

Planning Commission	**07/10/2025**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**
Board of County Commissioners	**08/05/2025**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**

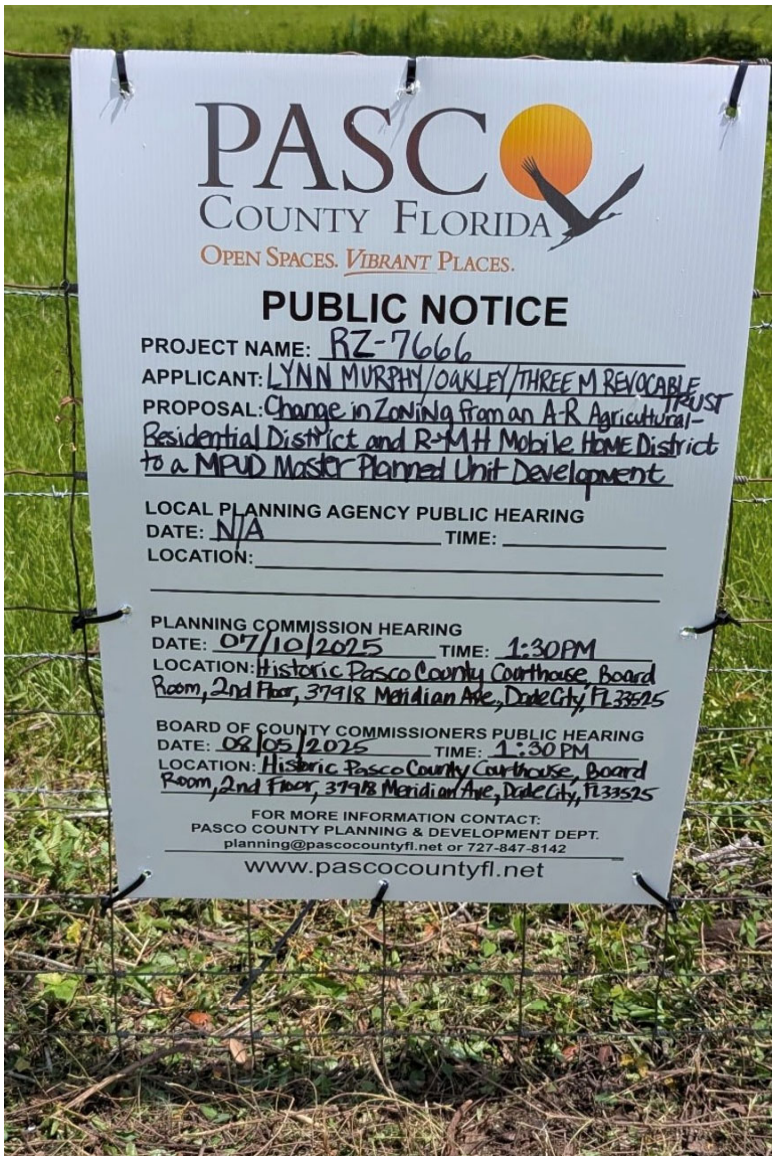
If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition.

Any person desiring to appeal any decision made by the Planning Commission or Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Planning and Development Department.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.





PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PUBLIC NOTICE

PROJECT NAME: RZ-7666
APPLICANT: LYNN MURPHY/OAKLEY/THREE M REVOCABLE TRUST
PROPOSAL: Change in Zoning from an A-R Agricultural-Residential District and R-MH Mobile Home District to a MPUD Master Planned Unit Development

LOCAL PLANNING AGENCY PUBLIC HEARING
DATE: N/A TIME:
LOCATION:

PLANNING COMMISSION HEARING
DATE: 07/10/2025 TIME: 1:30PM
LOCATION: Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Ave, Dade City, FL 33525

BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING
DATE: 08/05/2025 TIME: 1:30 PM
LOCATION: Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Ave, Dade City, FL 33525

FOR MORE INFORMATION CONTACT:
PASCO COUNTY PLANNING & DEVELOPMENT DEPT.
planning@pascocountyfl.net or 727-847-8142
www.pascocountyfl.net

Planning Commission	Charles Grey, Chairman Jaime Girardi, P.E., Vice Chairman Christopher B. Poole, CPG Jon Moody, P.E. Matthew Munz, P.E. Derek Pontlitz, CRPC
School Board Representative	Chris Williams
Legal Counsel	David Goldstein, Chief Assistant County Attorney
Staff	David Allen, Assistant County Administrator, Development Services David Engel, MCRP, AICP, Director Planning, Development and Economic Growth Nectarios Pittos, AICP, Director Planning Services Patricia Crist Yingling, Planning Commission Agenda Coordinator Nick Uhren, P.E., County Engineer

Pasco County
Planning Commission Agenda
Thursday, July 10, 2025
1:30 PM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Historic Pasco County Courthouse
Historic Board Room, 2nd Floor
37918 Meridian Avenue
Dade City, FL 33525

This meeting will be broadcast live on Pasco TV, YouTube Live, Frontier Channel 42 and Spectrum Channel 643 (only for residents living in Pasco County).

All electronic devices must be turned off while in the Board Room.

The Planning Commission has final decision-making authority for Special Exceptions. Any person desiring to appeal a special exception to the Board of County Commissioners will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. All other decisions by the Planning commission are in the form of a recommendation to the Board of County Commissioners and are therefore not appealable. Appeals of special exceptions are limited to the testimony and evidence in the record, which means that new testimony and evidence outside the record cannot be considered during the appeal proceeding.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Call To Order

Moment of Silence

Pledge of Allegiance

Roll Call

Swearing In

Proof of Publication

Public Comment

Citizens are given an opportunity to comment on items listed on the agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items during Public Comment.

Consent

Public Hearings

PC1 Zoning Amendment (Continuance) – One Lacoochee Center – Change in Zoning from A-C Agricultural District, R-3 Medium Density Residential District, R-4 High Density Residential District, and MF-1 Multiple-Family Medium District to I-1 Light Industrial Park District – East Pasco County – North of Cummer Road, South of State Road 575, East of Pine Products Road, and West of Bower Road – Containing Approximately 7.93 acres

File Number PDE25-7873
Comm. Dist. 1
Recommendation Continuance Requested

PC2 Zoning Amendment (Consent) - Murphy Road MPUD – Oakley Pasco County Property Trust, et al.– Rezoning Request from R-MH Mobile Home District and A-R Agriculture Residential District to MPUD Master Planned Unit Development District to Allow for the Development of 672 Single Family Detached Units and Platted Townhomes and Associated Infrastructure on Approximately 118.82 Acres Located in South Eastern Pasco County

File Number PDE25-7666
Comm. Dist. 1
Recommendation Approval with Conditions

PC3 Development Agreement (Consent) - Homes by West Bay, LLC. - To Design, Permit, Acquire Right of Way, and Construct a Portion of Kiefer Road and New River Boulevard in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

File Number PDE25-0202
Comm. Dist. 1
Recommendation Approve

Walk-Ons

Adjourn

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PLANNING COMMISSION AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDE25-7873 **DATE:** 7/10/2025

SUBJECT: Zoning Amendment (Continuance) – One Lacoochee Center – Change in Zoning from A-C Agricultural District, R-3 Medium Density Residential District, R-4 High Density Residential District, and MF-1 Multiple-Family Medium District to I-1 Light Industrial Park District – East Pasco County – North of Cummer Road, South of State Road 575, East of Pine Products Road, and West of Bower Road – Containing Approximately 7.93 acres

REFERENCES: All Board of County Commissioners (BCC) and Planning Commission (PC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC at DC on 7/10/2025 at 1:30 p.m. continued – BCC at DC on 8/5/2025 at 1:30 p.m.

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:

Continue to the August 7, 2025 Planning Commission meeting at 1:30 p.m. in Dade City.

BACKGROUND:

Petition No. 7873 (REZONE-2024-00031), in the name of One Lacoochee Center, has been filed for a change in zoning from a A-C Agricultural District, R-3 Medium Density Residential District, R-4 High Density Residential District, and MF-1 Multiple-Family Medium District to a I-1 Light Industrial Park in accordance with development standards set forth in Land Development Code (LDC) Section 528.

The parcel of land is located at North of Cummer Road, South of State Road 575, East of Pine Products Road, and West of Bower Road (Parcel I.D. Nos.: 26 23 21 0020 00P00 0070, 26 23 21 0020 00P00 0060, 26 23 21 0020 00P00 0010, 26 23 21 0000 00100 0012, 26 23 21 0000 19900 0020, 26 23 21 0000 00600 0020, 23 23 21 0020 00I00 0010, 26 23 21 0020 00H00 0030, 26 23 21 0020 00H00 0040, 26 23 21 0020 00H00 0050, 26 23 21 0020 00H00 0060, 26 23 21 0020 49900 0010, 26 23 21 0020 00H00 0080, 26 23 21 0020 49900 0030, 23 23 21 0000 19900 0030, 26 23 21 007A 49900 0000, 26 23 21 0020 00O00 0050), containing approximately 7.93 acres.

The lead planner for this project and author of this memo is Brian Yunker.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required for this action.

ATTACHMENT(S):

1. PDE25-7873 Public Notice
2. PDE25-7873 Affidavit

43274

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-044 was published in said newspaper by print in the issues of 06/25/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **06/25/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARINGS ON A REZONING FOR PROPERTY LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, July 10, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, August 5, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Thirteen State Properties LLC/One Lacoochee Center (RZ-7873) petition for a rezoning from a R-3 Medium Density Residential District, a R-4 High Density Residential District and a MF-1 Multiple-Family Medium Density District to a I-1 Light Industrial Park District for a parcel located southeast of Pine Products Road and west of Bower Road (26-23-21-0020-00P00-0070 et al).

2. THREE M REVOCABLE TRUST, JEAN MCCLAIN-MURPHY TTEE/MURPHY ROAD MPUD (RZ-7666) petition for a rezoning from a A-R Agricultural-Residential District and a R-MH Mobile Home District to a MPUD Master Planned Unit Development District for a parcel located north of County Road 54 and west of Forbes Road (AKA 01-26-21-0010-00100-0000 et al).

PUBLIC NOTICE is hereby given that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, July 15, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.,** to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

3. James A & Cheryl L Pelletier/Powerline Road Rezone (RZ-7869) petition for a rezoning from a A-C Agricultural District and a A-R Agricultural-Residential District to a A-R Agricultural-Residential District for parcels located at the east side of Powerline Road, approximately 2,300 feet north of Frazee Hill Road (aka 15-24-21-0000-01500-0000 and 15-24-21-0000-01500-0020).

4. Swami Ayyen LLC/Wesley Chapel Professional Center (RZ-7867) petition for a rezoning from a PO-2 Professional Office District to a C-2 General Commercial District for a parcel located at the southeast corner of the intersection of State Road 54 and Veridian Way (aka 09-26-20-0000-00600-0040).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
June 25, 2025 43274

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

CLAY GILMAN, ESQ.

Owner and Record Title Holder(s) or Authorized Representative Name(s)

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 26-23-21-0020-00900-0070, ET AL

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: THIRTEEN STATE PROPERTIES LLC / ONE LACOOCHEE CENTER

Project Number: RZ-7873

Request: REZONING FROM MF-1, R-3, R-4 to I-1

That attached is the following:

_____ Proof of publication from the _____ (newspaper name, if applicable).

CAG Certificate of mailing for the notices which were mailed on 06-27-2025 (Date)

CAG Photos showing the placement of and language on the signage, which was posted on 06-27-2025 (Date).

FURTHER AFFIANT SAYETH NOT

_____ Name

06-27-25

_____ (Date)

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me me by means of [✓] physical presence or [ ] online notarization, this 27th day of June, 2025 (date) by Clay Gilman (name of person acknowledging), who is personally known to me or who has produced N/A (type of identification) as identification.

Seal:

LYNN HUNTER
MY COMMISSION # HH 288099
EXPIRES: July 14, 2026

_____
NOTARY PUBLIC

guidepubno(DH)

Dear Property Owner:

This is to notify you that Petition No. RZ-7873 has been filed in the name of Thirteen State Properties LLC/One Lacoochee Center for a change in zoning from a R-3 Medium Density Residential District, a R-4 High Density Residential District, and a MF-1 Multiple-Family Medium Density District to an I-1 Light Industrial Park District.

The parcel of land is located southeast of Pine Products Road and west of Bower Road (Parcel I.D. No.: 26-23-21-0020-00P00-0070 et al.), containing approximately 9.85 acres.

Public hearings for the consideration of this application will be held:

Planning Commission	**07/10/25***	**Historic Pasco County Courthouse* 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**
Board of County Commissioners	**08/05/25***	**Historic Pasco County Courthouse* 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**

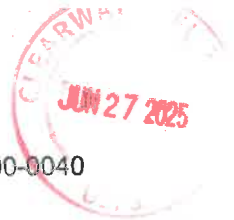
Dates and locations are subject to change based on continuances, please contact the Planning, Development and Economic Growth Department, at 727-847-8142.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition.

Any person desiring to appeal any decision made by the Planning Commission or Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Planning and Economic Growth Development.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.



30/30

23-23-21-0000-00200-0000
LOBO ASSET TRUST WOLFF JAMES L TRUSTEEE
1821 SE 7TH ST
POMPANO BEACH FL 33060-7613

23-23-21-0000-03800-0000
NGUYEN PHUC HONG & LE NHUNG THI
4726 22ND AVE N
ST PETERSBURG FL 33713-3110

23-23-21-0000-05500-0010
JACOB CHANDY & CHANDY MARIAMMA
38620 STATE ROAD 575
DADE CITY FL 33523-9803

23-23-21-0000-05600-0010
LOPEZ JOVITA CARRASCO & ESTRADA ANGEL
PO BOX 197
LACOOCHEE FL 33537-0197

23-23-21-0000-05700-0000
FIRST BAPTIST CHURCH OF LACOOCHEE
PO BOX 517
LACOOCHEE FL 33537-0517

23-23-21-0000-19900-0000
CSX TRANSPORTATION INC
C/O TAX DEPT J910
500 WATER ST
JACKSONVILLE FL 32202-4423

23-23-21-0000-19900-0010
CSX TRANSPORTATION INC
C/O TAX DEPT J910
500 WATER ST
JACKSONVILLE FL 32202-4423

23-23-21-0000-19900-0030
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011

23-23-21-0000-20000-0000
PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

23-23-21-0000-49900-0010
PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

23-23-21-0010-00C00-0130
WIGGINS RALPH GERALD & BAEZ KATHY M
38803 ARENA RD
DADE CITY FL 33523-6615

23-23-21-0010-00G00-0010
MOSS MARIAN M
3300 S TAMIAMI TRAIL STE 5
SARASOTA FL 34239

23-23-21-0010-00G00-0050
MERCER FARM & PROPERTIES LLC
17809 NEWCASTLE FIELD DR
LUTZ FL 33559-3921

23-23-21-0010-00G00-0060
MERCER FARM & PROPERTIES LLC
17809 NEWCASTLE FIELD DR
LUTZ FL 33559-3921

23-23-21-0010-49900-0000
PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY FL 34653-2359

23-23-21-0020-00A00-0010
FIRST BAPTIST CHURCH OF LACOOCHEE THE
PO BOX 517
LACOOCHEE FL 33537-0517

23-23-21-0020-00A00-0030
FIRST BAPTIST CHURCH OF LACOOCHEE INC
PO BOX 517
LACOOCHEE FL 33537-0517

23-23-21-0020-00B00-0010
LUX REAL PROPERTIES LLC
6097 SANDRA DR
SPRING HILL FL 34607

23-23-21-0020-00B00-0020
HABITAT FOR HUMANITY OF EAST & CENTRAL PASCO COUNTY INC
37220 MERIDIAN AVE
DADE CITY FL 33525-3616

23-23-21-0020-00B00-0030
DELKER THOMAS & PAMELA
PO BOX 2423
ZEPHYRHILLS FL 33539-2423

23-23-21-0020-00C00-0040
HOUGHTALIN LISA
38849 CHASE ST
DADE CITY FL 33523-9719

23-23-21-0020-00C00-0050
RAMER EUGENE & ANGELA
38903 CHASE ST
DADE CITY FL 33523-9722

23-23-21-0020-00C00-0080
MORRIS GUSSIE LEE
C/O WILLIAM RAMER
38903 CHASE ST
DADE CITY FL 33523-9722

23-23-21-0020-00D00-0010
GRAHAM RAY LEWIS
38903 COIT RD
DADE CITY FL 33523-9742

23-23-21-0020-00D00-0020
HOSSLER MICHAEL LEWIS
38909 COIT RD
DADE CITY FL 33523-9742

23-23-21-0020-00D00-0040
CRAVEN LINDA F
38923 COIT RD
DADE CITY FL 33523

23-23-21-0020-00D00-0050
HUNTINGTON BARBARA
C/O RICHARD SLOVER
PO BOX 444
LACOOCHEE FL 33537-0444

23-23-21-0020-00D00-0060
SLOVER RICHARD W
PO BOX 444
LACOOCHEE FL 33537-0444

23-23-21-0020-00D00-0070
THOMAS MARSHUA ELEANE
38908 CHASE ST
DADE CITY FL 33523-9713

23-23-21-0020-00I00-0010
THIRTEEN STATE PROPERTIES LLC
PO BOX 999
AUBURN GA 30011



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Page 4 of 5

JUN 27 2025

23-23-21-0020-00I00-0020
ISTATIA REUBEN & ORLANDO-ISTATIA ROBIN
PO Box 17492
Tampa FL 33682-7492

23-23-21-0020-00I00-0030
TYLER LISA M
PO BOX 464
HAGAN GA 30429-0464

23-23-21-0020-00I00-0040
LOS DUENOS DEL PARTY PROMOTIONS INC
4704 SUMMERLAKE CT
TAMPA FL 33624

23-23-21-0020-00I00-0060
PELHAM JAMES & GLENDA
38836 CHASE ST
DADE CITY FL 33523-9702

23-23-21-0020-00J00-0010
HUERTAS ANNE F
904 E SANGER ST
PHILADELPHIA PA 19124

23-23-21-0020-00J00-0030
CLASSIC SOUTHERN HOMES LLC
601 VINING ST
PLANT CITY FL 33563-1932

23-23-21-0020-00J00-0040
PARRISH LISA D
21045 PINE PRODUCTS RD
DADE CITY FL 33523-6713

23-23-21-0020-00K00-0031
THOMAS JUSTIN & DODD MARILYN
38733 FLORIDA 575
DADE CITY FL 33523

23-23-21-0020-00L00-0020
THOMAS MARYE & THOMAS JESSE LEE JR
14816 SUNDANCE DR
DADE CITY FL 33523-7513

23-23-21-0020-00M00-0020
MORENO VALENTIN
PO BOX 856
LACOOCHEE FL 33537-0856

23-23-21-0020-00M00-0040
SANCHEZ ERNESTO
121 N 8TH ST
LOVINGTON NM 88260-4146

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LACOOCHEE FL 33537-0975

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BROOKSVILLE FL 34604-6899

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CLEARWATER FL 33755-2312

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AUBURN GA 30011

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PASCO COUNTY HOUSING AUTHORITY
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DADE CITY FL 33525-5101

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GREATER MOUNT MORIAH MIS BAPT CH
PO BOX 113
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SCHAFER GAIL L
PO BOX 853
DADE CITY FL 33526-0853

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LAND O LAKES FL 34638-2826

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C/O TAX DEPT J910
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JACKSONVILLE FL 32202-4423

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PO BOX 369
TRILBY FL 33593-0369

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38915 CHAPMAN ST
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ONE STOP CONSTRUCTORS INC
718 SW PORT ST LUCIE BLVD STE 9
PORT SAINT LUCIE FL 34953

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ARIAS WILSON
31025 JACANA DR
WESLEY CHAPEL FL 33545-3917

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24705 US HWY 19 N STE 308A
CLEARWATER FL 33763

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GONZALEZ-FERNANDEZ JOSE D
38908 COIT RD
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Crop
PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
App. No. RZ-7873
Project Type: REZONING
Proposing a change in zoning from R-3, R-4, and MF-1 (Residential) to I-1 (Light Industrial)
Planning Commission
07/10/25
1:30 p.m.
Historic Courthouse, 37918 Meridian Avenue, Dade City
Board of County Commissioners
08/05/25
1:30 p.m.
Historic Courthouse, 37918 Meridian Avenue, Dade City
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


Crop
PUBLIC HEARINGS
PASCO COUNTY FLORIDA
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PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PLANNING COMMISSION AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDE25-7666 **DATE:** 7/10/2025

SUBJECT: Zoning Amendment (Consent) - Murphy Road MPUD – Oakley Pasco County Property Trust, et al.– Rezoning Request from R-MH Mobile Home District and A-R Agriculture Residential District to MPUD Master Planned Unit Development District to Allow for the Development of 672 Single Family Detached Units and Platted Townhomes and Associated Infrastructure on Approximately 118.82 Acres Located in South Eastern Pasco County

REFERENCES: All Planning Commission (PC) and Board of County Commissioner (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC at Dade City - 7/10/2025

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:
Recommend approval of the rezoning request with conditions to the Board of County Commissioners.

BACKGROUND:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment – MPUD Master Planned Unit Development ; Section 522 – MPUD Zoning District.

Proposed is a rezoning request from an A-R Agriculture Residential Zoning District and R-MH Mobile Home Zoning District to an MPUD Master Planned Unit Development District to allow the development of 672 single family detached and platted townhome units and associated infrastructure on 118.82 acres.

The applicant is also seeking the following variations from the LDC:

LDC Section 901.6.D.11- Street Design and Dedication Requirements - The applicant is requesting not to provide an interconnection to the east to include but isn't limited to Forbes Road and the northwest to include but isn't limited to Chenkin Road.

LDC Section 901.3.B (Table)- Arterial/Collector Standards - The applicant is requesting relief from the connection spacing requirements required by this section of code.

STAFF VARIATION REQUEST(S) ANALYSIS:

LDC Section 901.6.D.11- Street Design and Dedication Requirements- There are existing residential homes which prevent an access connection to the east and to the northwest in some portions along the subject site which prevent an interconnection. Outside the existing residential dwelling units, two substandard county roads exist that abut the subject site. The first is Chenkin Road to the northwest, which exists as a 30-foot substandard road. The applicant is dedicating an additional 30 feet of ROW for Chenkin Road in the event the road is ever improved. The likelihood of Chenkin Road being

improved to County standards up to the next point of a connection to a portion of the roadway or another roadway that is up to county standards is unlikely given the amount of ROW that would need to be acquired from numerous single family properties. The second road is Forbes road to the east; this road is also a substandard road. The connection to this roadway will be made by this development if/when the Daughtery Road extension is completed as it connects to Forbes Road and Chenkin Road. This would provide this development a connection to the east and the northwest. This project is dedicating 30 feet of ROW for Forbes Road and 120 feet of ROW for the Daughtery Road extension. PDE is amenable to the applicant's request as a meaningful connection to the east would be established when the Daughtery Road extension is completed, and Chenkin Road to the northwest is substandard with ROW constraint due to the existing single family homes that use the road for access.

LDC Section 901.3.B (Table) - Arterial/Collector Standards - The applicant proposes the spacing of this project's two access points to be 600 feet instead of 660 feet required by the LDC. The applicant also proposes to reduce the spacing between Forbes Road and the eastern project access from 660 feet to 640 feet. The distance along the project's County Road 54 frontage is ± 1,250 feet. The western project driveway (f/k/a Murphy Road) is planned to be (generally) centered (at ± 24 feet width) within a 60 foot right-of-way located immediately at the western project boundary. The resulting distance between the eastern edge of the western project driveway and the eastern project boundary is ± 1,208 feet, where lessing out the eastern project driveway (at ± 24 feet width) leaves ± 1,184 feet. If split equivalently, the resulting connection spacing would be ± 592 feet in each direction (east and west from the eastern project driveway), and would thus be non-conforming in both directions. Shifting the eastern project driveway to be conforming in one direction (± 660 feet) would result in non-conforming spacing in the other direction (± 524 feet). The foregoing finds that it is mathematically impossible to achieve conforming connection spacing for the two site access driveways, as required by the LDC, given the length of the project's County Road 54 frontage. The provision of these site access turn lanes removes the conflict between decelerating/turning traffic and through traffic, thus maintaining arterial roadway capacity and travel time. Further, the magnitude of the deviation from the otherwise required 660 feet of connection spacing (i.e., 60 feet reduction to the west and 20 feet reduction to the east) is negligible and immaterial with regard to traffic operating conditions. Thus, there would be no increase in the number or severity of accidents associated with these deviations. The PDE is amenable to the applicant's request as this variation will still maintain arterial roadway capacity and travel times without increasing the number or severity of accidents. Additionally, there is no feasible engineering or construction solution that can be applied to satisfy the regulation due to the mathematical impossibility as a result of the project's limited frontage on County Road 54.

This agenda memo was prepared by: William Vermillon, Senior Planner, AICP-C, CNU-A

SITE DETAILS

The project is located in the East Market Area, on the north side of County Road 54 approximately half a mile west of the intersection of County Road 54 and Chancey Road (Parcel ID Nos.: 01 26 21 0010 00300 0000, et. al).

Commission District:	The Honorable Ronald Oakley
Project Name:	Murphy Road MPUD
Applicants' Name(s) :	Oakley Pasco County Property Trust, et al.
Current Zoning District:	A-R and R-MH
Proposed Zoning District:	MPUD

Future Land Use (FLU) Classification:	Res-6 (6 du/ga) Res-9 (9 du/ga)
Water/Sewage:	Zephyrhills/Zephyrhills
Flood Zone:	AE
Requested Entitlements:	672 SFD and Platted Townhomes
Roads/Access:	County Road 54 (Public) Future Daughtery Road Extension (Vision Public)

MPUD SURROUNDING CONDITIONS ANALYSIS

1. There are no approved MPUD's within a one-mile radius of this proposed development. The surrounding area is characterized by single family detached dwelling units and mobile home develoments. There is an existing I-1 zoning district south of this project site across County Road 54 that is currently being used as an auto salvage yard. East of this site is the CSX rail line, which begins the contemplated light industrial corridor that comprises the area east of the rail line and meanders alongside of Chancey Road down to Central State Aggregates.

SURROUNDING ZONING AND LAND USES

	Zoning District	Future Land Use (FLU)	Existing Use
North	R1-MH, A-R	Residenital-6 (6 du/ga)	Single Family Detached Units
South	R-MH, I-1, A-R	Residential-9 (9 du/ga)	Mobile Home Units, Auto Salvage
East	A-R, R-2, R-1, R1-MH	Residential-9 (9 du/ga)	Single Family Detached, CSX Rail Line
West	A-R, R-MH, R-1	Residential-9 (9 du/ga)	Mobile Home Units, Single Family Detached

PREVIOUS ZONING ACTION(S) AND BACKGROUND DETAILS

The subject site has its original 1975 zoning of A-R and R-MH.

FINDING OF FACT

1. The subject site is currently vacant aside from one single family detached dwelling unit on parcel 01 26 21 0010 00300 0000.
2. The Daughtery Road Extension (vision road) bifurcates this subject site from west to east and has a contemplated terminus at Old Lakeland Highway. This project will dedicate 80 feet of right of way (ROW) plus an additional 40 feet of ROW for this vision road. Additionally, this project will dedicate 30 feet of ROW on both Murphy Road and Chenkin Road (both of which are local roads), but will not provide connections to those roads as these properties contain existing homes and are substandard roads.
3. The City of Zephyrhills was contacted per the adopted interlocal agreement and stated that the City preferred the site to be utilized for industrial land uses. However, because of the subject site's proximity to existing single family detached dwelling units, the current

residential future land use and existing residential zoning, along with the planned industrial corridor along Chancey Road, PDE determined that the residential development being proposed is a consistent and proper land use for the area. PDE also determined that the proposed residential land use provided a consistent transition between the existing single family detached units and the industrial corridor to the east.

4. This project was submitted for review by PDE prior to the effective date of PM-26. The applicant agreed with staff that the only variation from PM-26 would be the 40-foot single family detached product (which still may not exceed the 50 percent threshold of the total dwelling units in the development) and the applicable five-foot side yard set back.
5. LDC Section 402.2.C.8 specifies that variations from this Code may be reviewed and approved by the PC and BCC during the public hearing held on any application for an MPUD zoning amendment and the BCC finds, in the particular case, that the proposed variation(s) meet(s) or exceed(s) the intent of the Code. The Planning, Development and Economic Growth Department (PDE) has reviewed the requested variation(s) and finds that they meet the intent of the LDC as noted.
6. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.

PRELIMINARY FEASIBILITY ANALYSIS

A preliminary feasibility analysis was conducted by the PDE. The following assessments/comments/conditions are derived from the various County departments and other agencies.

1. Timing and Phasing (T&P) and/or Substandard Road Analysis (SSRA):The PDE Transportation Planner is in agreement with the conditions as attached hereto.
2. Pasco County Utilities (PCU): It is anticipated that utilities will be provided from the City of Zephyrhills (the “City”) based on the existing service area for the City, but applicant/developer acknowledges that the City does not presently have potable water capacity to provide potable water service for the MPUD. If the City does provide utilities services to the MPUD, Applicant/developer shall enter into a Utility Service Agreement with the City for the same prior to the first construction plan approval for a non-model residential unit in the MPUD. If the City does not provide utility services to the MPUD, the County may elect to provide service to the MPUD and, in such an event, Condition Nos. 29-32 shall apply as attached hereto. In such an event, the developer(s) shall construct all water and wastewater facilities within the development to current County standards. A complete set of instructions may be obtained from the Utilities Services Branch. In addition to the on-site utility improvements, if the County elects to provide service, the applicant/developer shall construct off-site water and sewer lines and facilities to serve the MPUD from the MPUD to the County’s present utilities located at S.R. 39 and Chancey Road, on Eiland Blvd., or such other location as is acceptable to Pasco County Utilities.
3. Pasco Sheriff’s Office (PSO): The PSO provided no comments on this project.
4. Fire: Fire Services had no concerns with this project.
5. Emergency Management: The Emergency Management department had no concerns with this project.
6. School District: This development will be subject to school impact fees and a school concurrency review. Any project that exceeds the adopted Level of Service will be required to mitigate the impacts that are created by the development.

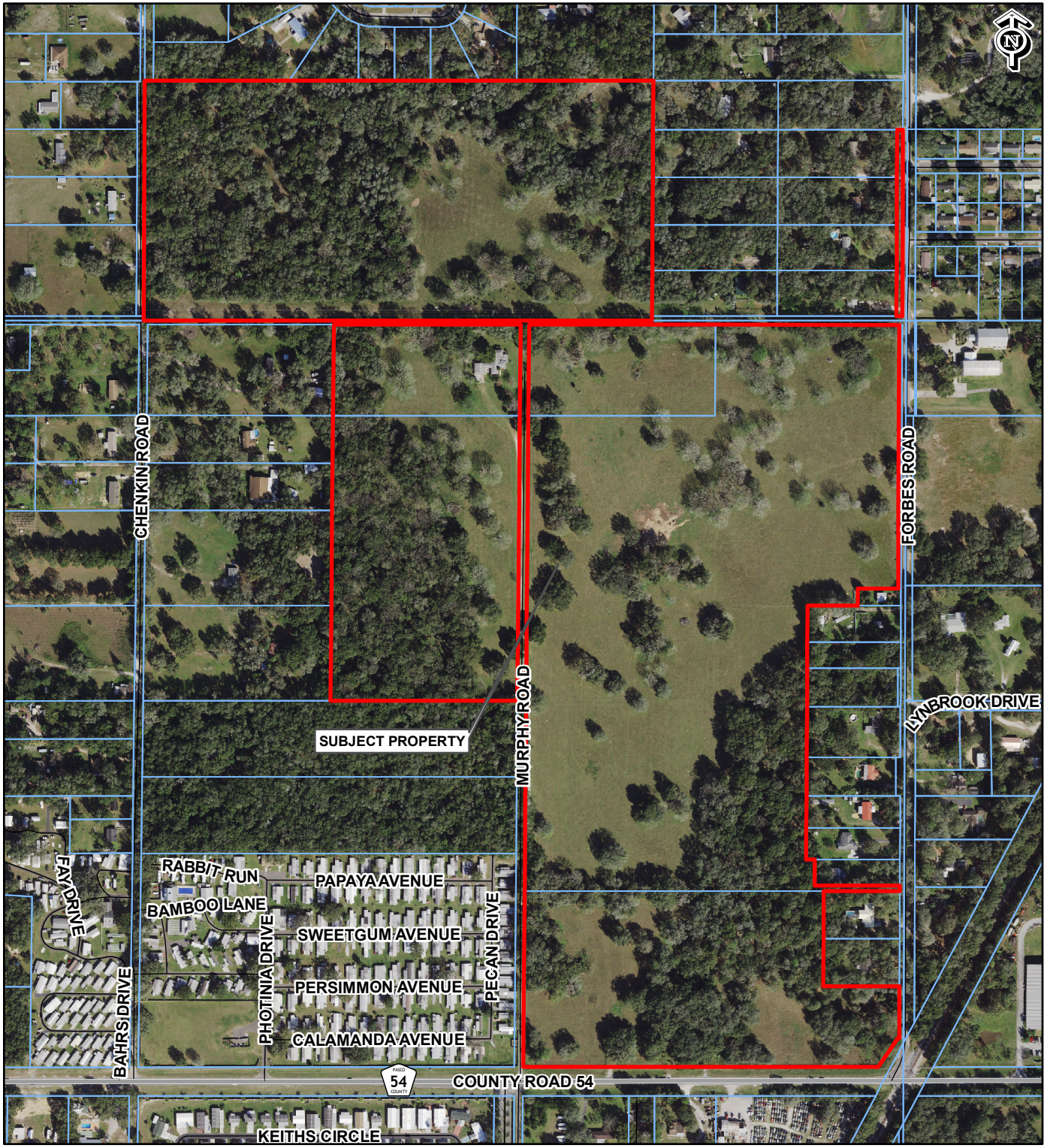
7. Parks, Recreation, and Natural Resources (PRNR): PRNR is in agreement with the conditions as attached hereto.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required for this action.

ATTACHMENT(S):

1. PDE25-7666: Visuals
2. PDE25-7666: Legal Description
3. PDE25-7666: Conditions of Approval
4. PDE25-7666: LUEM
5. PDE25-7666: Master Plan
6. PDE25-7666: Timing and Phasing
7. PDE25-7666: School Impact Analysis
8. PDE25-7666: Affidavit of Notice
9. PDE25-7666: Proof of Publication



RZ-7666
A-R & R-MH TO MPUD

01-26-21-0010-00100-0000 ET AL

THREE M REVOCABLE TRUST
JEAN MCCLAIN-MURPHY TTEE/
MURPHY ROAD MPUD
6941 MURPHY RD
ZEPHYRHILLS, FL 33542

PHYSICAL ADDRESS:
6941 MURPHY RD

TAZ-312
COMMISSION DISTRICT: 1

SUBJECT PROPERTY

0 500 1,000
Feet

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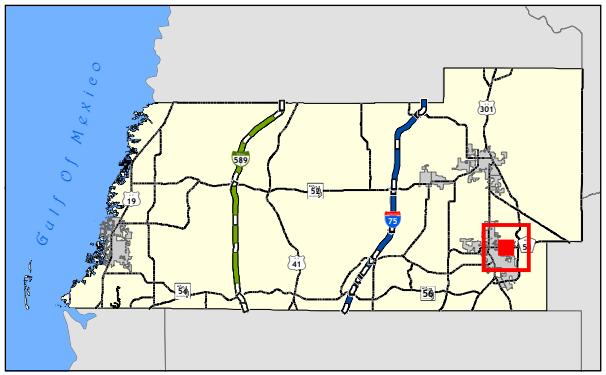
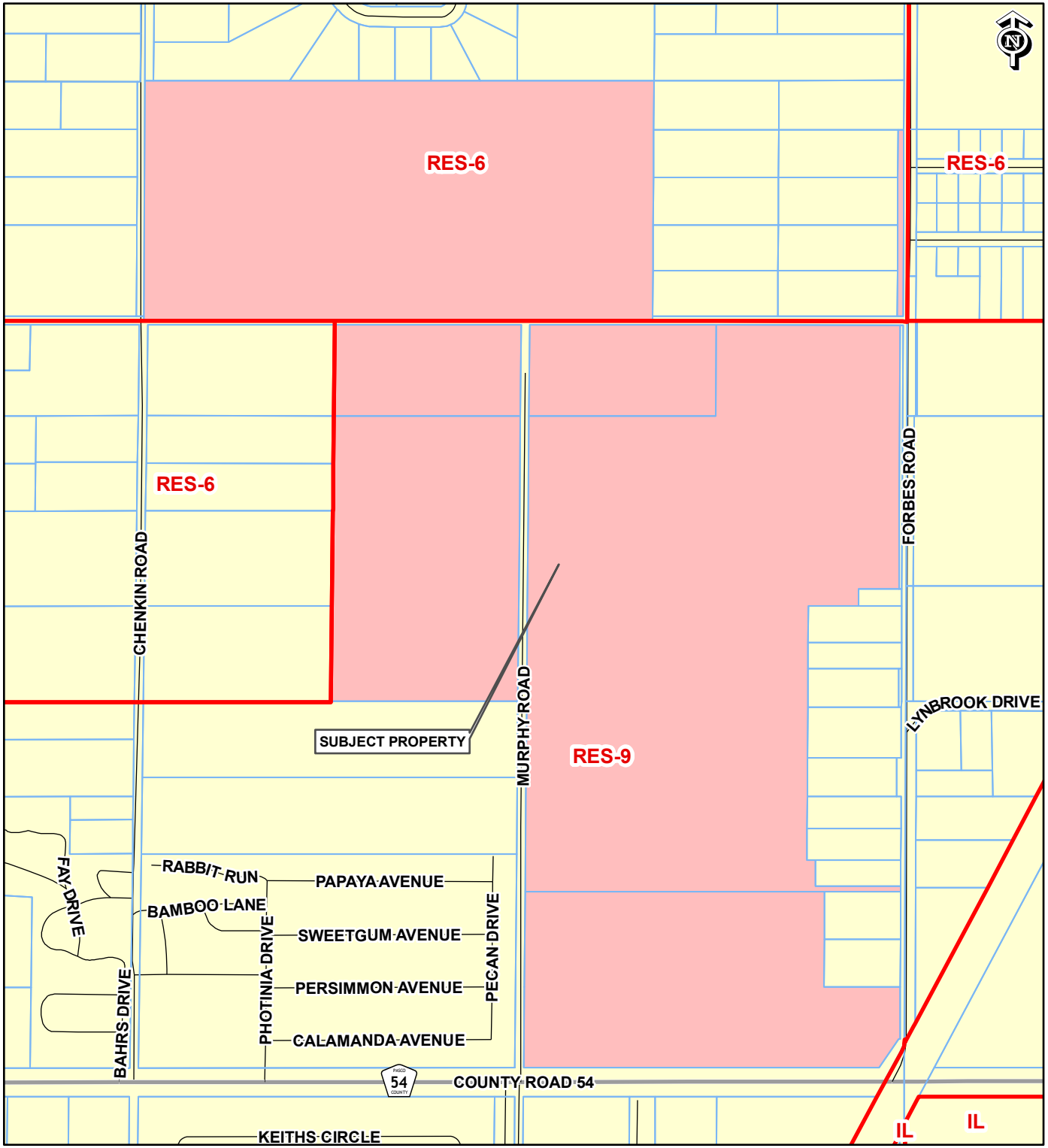
djohnson 9/8/2022





RZ-7666
A-R & R-MH TO MPUD

01-26-21-0010-00100-0000 ET AL

THREE M REVOCABLE TRUST
JEAN MCCLAIN-MURPHY TTEE/
MURPHY ROAD MPUD
6941 MURPHY RD
ZEPHYRHILLS, FL 33542

PHYSICAL ADDRESS:
6941 MURPHY RD

TAZ-312
COMMISSION DISTRICT: 1

SUBJECT PROPERTY
FUTURE LAND USE 2025

0 500 1,000
Feet

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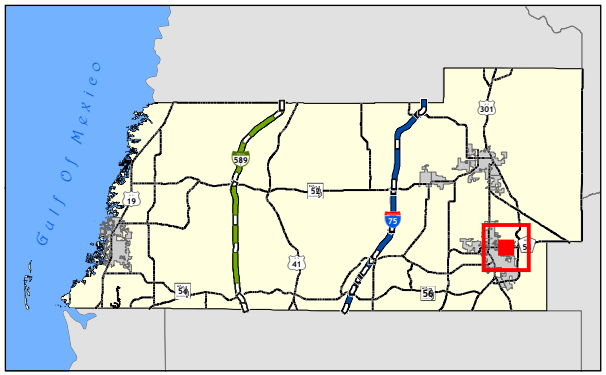
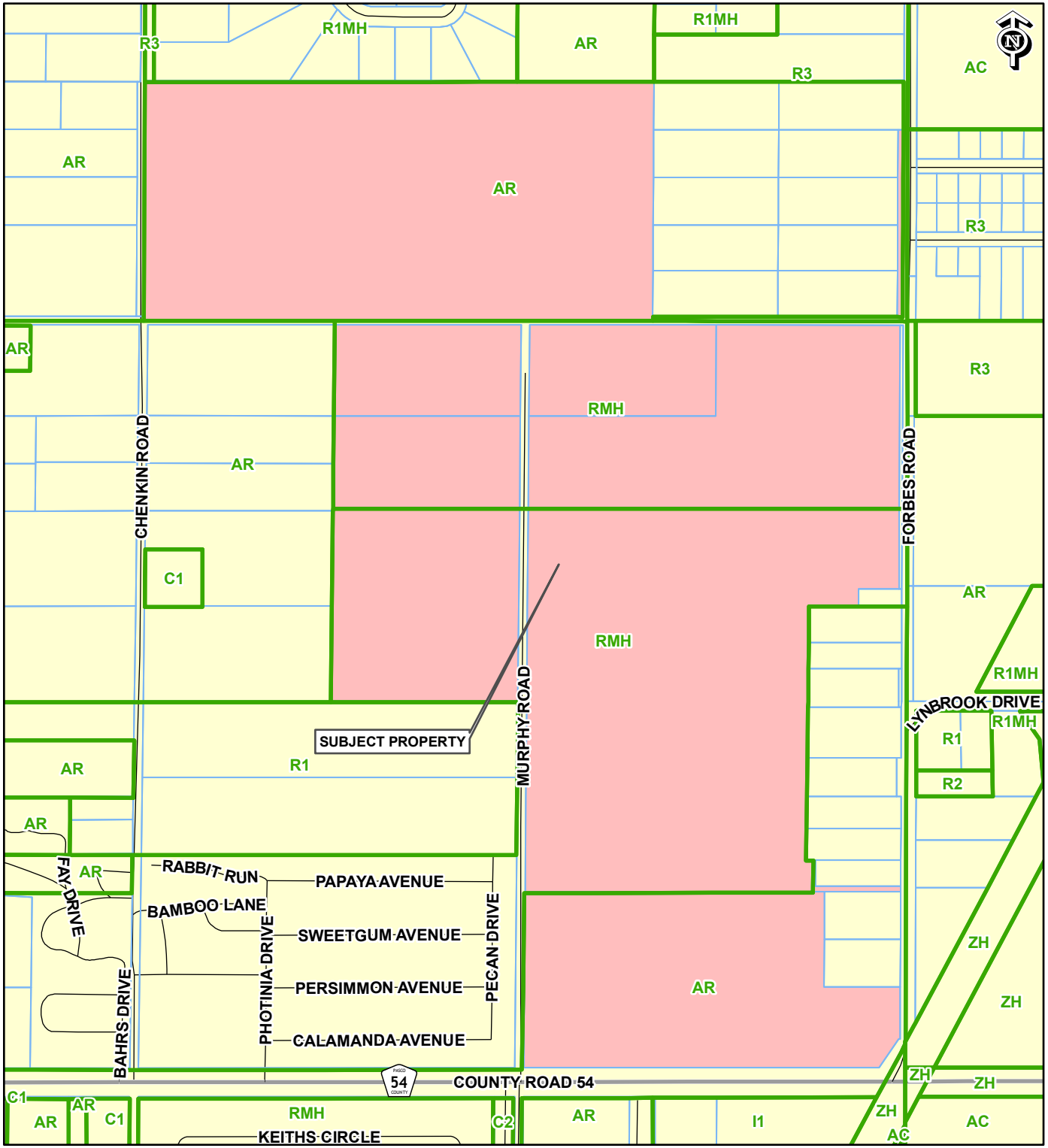
djohnson 9/8/2022





RZ-7666
A-R & R-MH TO MPUD

01-26-21-0010-00100-0000 ET AL

THREE M REVOCABLE TRUST
JEAN MCCLAIN-MURPHY TTEE/
MURPHY ROAD MPUD
6941 MURPHY RD
ZEPHYRHILLS, FL 33542

PHYSICAL ADDRESS:
6941 MURPHY RD

TAZ-312
COMMISSION DISTRICT: 1

SUBJECT PROPERTY
EXISTING ZONING

0 500 1,000
Feet

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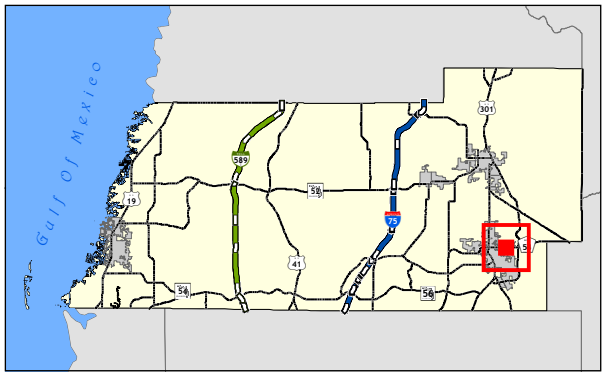
djohnson 9/8/2022



DESCRIPTION: (As Prepared by GeoPoint Surveying Inc.)

Parcel 1
A portion of Tracts 1, 2, 15 through 18, 31, through 34, 47, through 50, 63 and 64 of Section 1, Township 26 South, Range 21 East, of ZEPHYRHILLS COLONY COMPANY, according to the map thereof as recorded in Plat Book 1, Page 55 of the public records of Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of Northeast 1/4 of said Section 1, run thence along the East boundary of said Northeast 1/4, S.00°13'56"W., a distance of 15.00 feet to the Easterly extension of the Northerly boundary of said Tract 1; thence along said Easterly extension and said North boundary of Tract 1, N.89°58'33"W., a distance of 25.00 feet; to the Northwest corner of the East 10 feet of said Tract 1, said point also being the **POINT OF BEGINNING**; thence along the West boundary of said East 10.00 feet, S.00°13'56"W., a distance of 913.41 feet to the North boundary of the South 60 feet of Tract 17; thence along said North boundary, N.89°59'43"W., a distance of 140.00 feet to the West boundary of the East 150.00 feet of Tract 17; thence along said West boundary S.00°13'56"W., a distance of 60.00 feet to the North boundary of said Tract 32; thence along said North boundary, N.89°59'43"W., a distance of 174.38 feet to the West boundary of the East 1/2 of Tract 32; thence along said West boundary, S.00°16'53"W., a distance of 126.00 feet to the South boundary of the North 126.00 feet of said Tract 32; thence along said South boundary, N.89°59'43"W., a distance of 5.51 feet to the West boundary of the East 330.00 feet of said Tract 32; thence along said West boundary, S.00°13'56"W., a distance of 90.00 feet to the South boundary of the North 216.00 feet of said Tract 32; thence along said South boundary, S.89°59'43"E., a distance of 5.43 feet to the West boundary of the East 1/2 of said Tracts 32 and 33; thence along said West boundary, S.00°16'53"W., a distance of 308.78 feet to the North boundary of the South 133.98 feet of said Tract 33; thence along said North boundary, S.89°59'05"W., a distance of 5.17 feet to the West boundary of the East 330.00 feet of said Tracts 33 and 48; thence along said West boundary, S.00°13'56"W., a distance of 353.98 feet to the South boundary of the North 220.00 feet of said Tract 48; thence along said South boundary, N.89°59'05"E., a distance of 30.00 feet to the West boundary of the East 300.00 feet of said Tract 48; thence along said West boundary, S.00°13'56"W., a distance of 90.00 feet to the South boundary of the North 310.00 feet of said Tract 48; thence along said South boundary, N.89°59'05"E., a distance of 300.00 feet to the East boundary of said Tract 48; thence along said East boundary, S.00°13'56"W., a distance of 19.18 feet to the Northeast corner of said Tract 49; thence along said North boundary, S.89°58'17"W., a distance of 264.00 feet to the West boundary of the East 264.00 feet of said Tract 49; thence along said West boundary, S.00°13'56"W., a distance of 329.24 feet to the North boundary of said Tract 64; thence along said North boundary, N.89°57'29"E., a distance of 264.00 feet to the East boundary of said Tract 64; thence along said East boundary, S.00°13'56"W., a distance of 179.74 feet to the North Right-of-Way of the lands described in Official Records Book 175, Page 222; thence along said North Right-of-Way of said lands described in Official Records Book 175, Page 222 and Official Records Book 175, Page 226 the following three (3) courses: (1) N.89°29'15"W., a distance of 4.64 feet; (2) S.33°12'49"W., a distance of 119.00 feet; (3) S.89°56'12"W., a distance of 1236.37 feet to the West boundary of said Tracts 2, 15, 18, 31, 34, 47, 50 and 63; thence along said West boundary, N.00°31'57"E., a distance of 2571.68 feet to the Northwest corner of said Tract 2; thence along the North boundary of said Tracts 1 and 2, S.89°58'33"E., a distance of 1282.30 feet to the **POINT OF BEGINNING**.

Containing 66.940 acres, more or less.

TOGETHER WITH

Parcel 2
A parcel of land lying in the Southeast 1/4 of Section 36, Township 25 South, Range 21 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 36, run thence along the South boundary of said Section 36, N.89°58'33"W., a distance of 880.60 feet to the Southerly extension of the West boundary of Tracts 112, 113 and 128 of said Section 36 of ZEPHYRHILLS COLONY COMPANY, according to the map thereof as recorded in Plat Book 2, Page 6 of the public records of Pasco County, Florida; thence along said Southerly extension and the West boundary of said Tracts 112, 113 and 128, N.00°11'23"E., a distance of 25.00 feet to the North boundary of the South 25.00 feet of said Southeast 1/4, said point also being the **POINT OF BEGINNING**; thence along said North boundary, N.89°58'33"W., a distance of 1734.84 feet to the East boundary of the West 30.00 feet of said Southeast 1/4; thence along said East boundary, N.00°13'54"E., a distance of 807.36 feet to the Southwest corner of PRETTY POND ACRES, according to the plat thereof as recorded in Plat Book 37, Pages 58 through 60 of the public records of said county; thence along the South and East boundary of said PRETTY POND ACRES the following two (2) courses: (1) S.89°59'19"E., a distance of 1259.82 feet; (2) N.00°14'15"E., a distance of 0.24 feet to the South boundary of the lands described in Official Records Book 7620, Page 1767; thence along said South boundary, S.89°58'17"E., a distance of 474.42 feet to the aforesaid West boundary of Tracts 112, 113 and 128; thence along said West boundary, S.00°11'23"W., a distance of 807.84 feet to the **POINT OF BEGINNING**.

Containing 32.158 acres, more or less.

TOGETHER WITH

Parcel 3
Tracts 3, 14, 19 and 30 of Section 1, Township 26 South, Range 21 East, of ZEPHYRHILLS COLONY COMPANY, according to the map thereof as recorded in Plat Book 1, Page 55 of the public records of Pasco County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of said Tract 3, thence along the East boundary of Tracts 3, 14, 19 and 30, S.00°31'57"W., a distance of 1303.53 feet to the Southeast corner of said Tract 30; thence along the South boundary of Tract 30, S.89°59'53"W., a distance of 650.85 feet to the Southwest corner of Tract 30; thence along the West boundary of Tracts 3, 14, 19 and 30, N.00°41'35"E., a distance of 1303.87 feet to the Northwest corner of said Tract 3; thence along the North boundary of said Tract 3, S.89°58'33"E., a distance of 647.19 feet to the **POINT OF BEGINNING**.

Containing 19.423 acres, more or less.

TOGETHER WITH

Parcel 4

A portion of Tracts 113 and 128 of Section 36, Township 25 South, Range 21 East, of ZEPHYRHILLS COLONY COMPANY, according to the map thereof as recorded in Plat Book 2, Page 6 of the public records of Pasco County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of said Tract 128, run thence along the South boundary of said Tract 128, N.89°58'33"W., a distance of 20.00 feet to the West boundary of the East 20.00 feet of said Tracts 113 and 128; thence along said West boundary, N.00°17'23"E., a distance of 647.31 feet to the North boundary of said Tract 113; thence along said North boundary, S.89°58'18"E., a distance of 20.00 feet to the East boundary of said Tracts 113 and 128; thence along said East boundary, S.00°17'23"W., a distance of 647.31 feet to the **POINT OF BEGINNING**.

Containing 0.294 acres, more or less.

The above described 4 Parcels contains 118.815 acres, more or less.

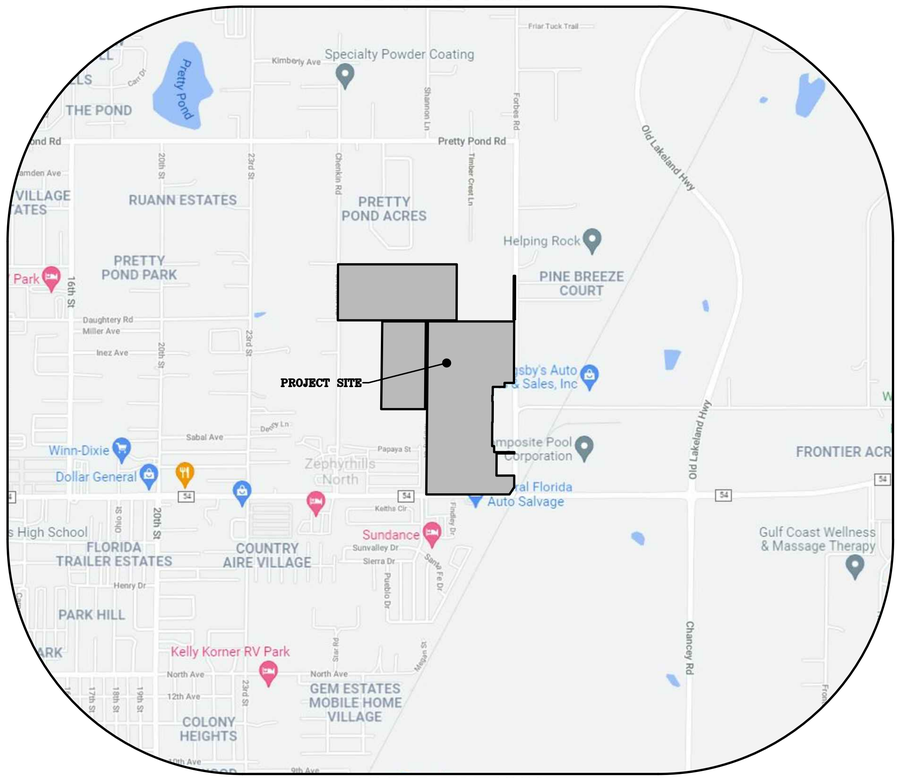
DESCRIPTION: Commitment Number 1116387, November 23, 2021

Tracts 1, 15, 16, 17, 18, 31, 32, 33, 34, 47 and 48, ZEPHYRHILLS COLONY COMPANY, in Section 1, Township 26 South, Range 21 East, according to the map or plat thereof as recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. Less and Except road right-of-way; Less and Except the South 60 feet of the East 150 feet of Tract 17; Less and Except the East ½ of Tracts 32 and 33; Less and Except the North 220 feet of the East 330 of Tract 48; Less and Except the South 90 feet of the North 310 feet of the East 300 feet of Tract 48; Less and Except the East 10 feet of Tracts 1, 16 and 17; Less and Except the South 60 feet of Tract 17. (Parcel # 01-26-21-0010-0000)
And
Tract 3, ZEPHYRHILLS COLONY COMPANY, in Section 1, Township 26 South, Range 21 East, according to the map or plat thereof as recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. (Parcel # 01-26-21-0010-00300-0000)
And
Tracts 14, 19 and 30, ZEPHYRHILLS COLONY COMPANY, in Section 1, Township 26 South, Range 21 East, according to the map or plat thereof as recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. (Parcel 01-26-21-0010-01400-0000)
And
Commence at the Southeast corner of Section 36, Township 25 South, Range 21 East, Pasco County, Florida, thence West 880.00 feet for the Point of Beginning; thence West 1751.18 feet to the East line of Chenkins Road, thence North along the East line of Chenkins Road 823.75 feet, thence S. 89°58'17"E., 1751.18 feet, thence South 823.75 feet to the Point of Beginning. (Parcel 36-25-21-0000-00200-0000)
And
The East 20 feet of Tracts 113 and 128, ZEPHYRHILLS COLONY COMPANY, in Section 36, Township 25 South, Range 21 East, according to the map or plat thereof as recorded in Plat Book 2, Page 6, Public Records of Pasco County, Florida. (Parcel 36-25-21-0010-12800-0010)
And
Tract 2, ZEPHYRHILLS COLONY COMPANY, in Section 1, Township 26 South, Range 21 East, according to the map or plat thereof as recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. Less road right-of-way. (Parcel 01-26-21-0010-00200-0000)

DESCRIPTION: Commitment Number 1116397, July 12, 2021

Tract 49, LESS the East 264.00 feet thereof; Tract 50; Tracts 63 and 64, LESS AND EXCEPT that portion deeded to the State for road right-of-way of State Road 54, as recorded in O.R. Book 175, Page 222 and O.R. Book 175, Page 226, Public Records of Pasco County, Florida, and LESS AND EXCEPT that portion of Tracts 63 and 64, lying within 50.00 feet of the centerline of County Road 54 (formerly State Road 54); ZEPHYRHILLS COLONY COMPANY lands, in Section 1, Township 26 South, Range 21 East, as recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida.

VICINITY MAP



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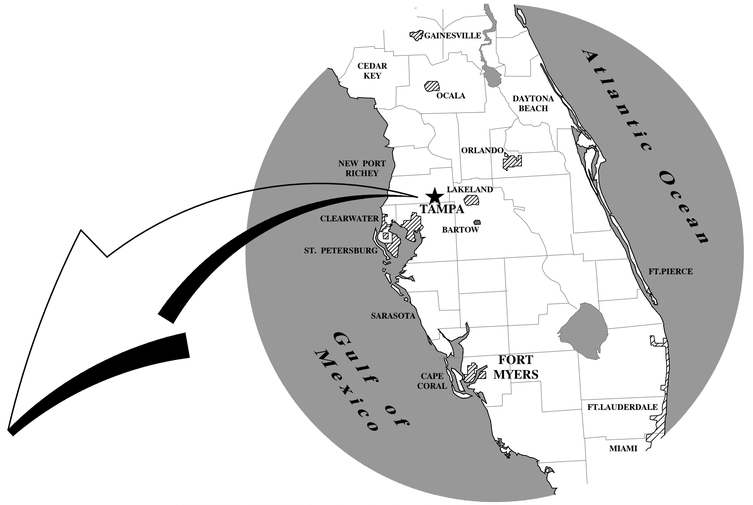
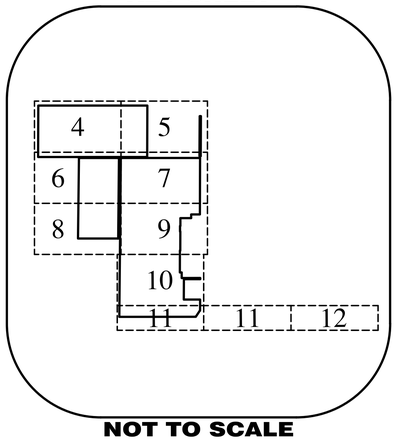


KEY SHEET



NOT TO SCALE

Sheet Index

1	Cover Sheet, Vicinity Map, Certification and Description
2	Boundary
3	Overall Contour Sheet
4-12	Occupation Location, Legend, Key Sheet & Details

CERTIFIED TO:

Old Republic National Insurance Company
Straughn & Turner P.A.
Cassidy Holdings Group, Inc., a Florida corporation

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 3, 4, 5, 7(a), 13, & 14 of Table A thereof. The field work was completed on January 12, 2022.

Charles M. Arnett
Florida Professional Surveyor & Mapper No. 6884

SCHEDULE B - SECTION II: Commitment Number 1116387, November 23, 2021

Item 1 - 4: ***Not a Matter of Survey.***

Item 5: All matters contained on the Plat of Zephyrhills Colony Company, as recorded in Plat Book 1, Page 55; together with Clerk's Affidavit recorded in O.R. Book 4043, Page 301, Public Records of Pasco County, Florida. ***Affects as shown hereon.***

Item 6: All matters contained on the Plat of Zephyrhills Colony Company, as recorded in Plat Book 2, Page 6; together with Clerk's Affidavit recorded in O.R. Book 4043, Page 301, Public Records of Pasco County, Florida. ***Affects as shown hereon.***

Item 7: Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 113, Page 543, Public Records of Pasco County, Florida. ***Affects as shown hereon.***

Item 8: Easement in favor of Florida Power Corporation as set forth in instrument recorded in O.R. Book 1075, Page 797, Public Records of Pasco County, Florida. ***Affects as shown hereon.***

Item 9: Easement in favor of Florida Power Corporation as set forth in instrument recorded in O.R. Book 1311, Page 1299, Public Records of Pasco County, Florida. ***Affects as shown hereon.***

Item 10: Perpetual Easement for Right-of-Way recorded in O.R. Book 4443, Page 1817, Public Records of Pasco County, Florida. ***Affects as shown hereon.***

Item 11: Perpetual Easement for Right-of-Way recorded in O.R. Book 4443, Page 1820, Public Records of Pasco County, Florida. ***Affects as shown hereon.***

Item 12: Covenants, conditions, and restrictions recorded in O.R. Book 4327, Page 1126, Public Records of Pasco County, Florida. ***Affects as shown hereon.***

Item 13: Rights of the lessees under unrecorded leases. ***Not a Matter of Survey.***

SCHEDULE B - SECTION II: Commitment Number 1116397, July 12, 2021

Item 1 - 4: ***Not a Matter of Survey*****.**

Item 5: All matters contained on the Plat of ZEPHYRHILLS COLONY COMPANY, as recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida. ***Affects as shown hereon.***

Item 6 - 8: ***Not a Matter of Survey*****.**

SURVEYOR'S NOTES:

1) Easements, rights-of-ways, set back lines, reservations, agreements and other similar matters taken from Old Republic National Insurance Company Commitment for Title Insurance, File Number: 1116397 with an effective date of July 22, 2021, and issued by Straughn & Turner P.A and from Old Republic National Insurance Company Commitment for Title Insurance, File Number: 1116387 with an effective date of November 23, 2021, and issued by Straughn & Turner P.A.
2) This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.
3) Bearings shown hereon are based on the North Right of Way of State Road 54, having a Grid bearing of S.89°56'12"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.
4) This survey is intended to be displayed at 1" = 200' or smaller.
5) All dimensions, unless otherwise noted, are survey dimensions.
6) Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
7) The subject parcel lies in Flood Zone "AE" and "X", according to Flood Insurance Rate Map, Map No. 12101C0293F for Pasco County, Community No. 120230, Pasco County, Florida, dated September 26, 2014 and issued by the Federal Emergency Management Agency. Lines shown, if any, have been digitally translated from DFIRM database information supplied by the FEMA Map Service Center (https://msc.fema.gov).
8) Elevations shown hereon are based on the National Geodetic Survey Benchmark "AL7940", having a published elevation of 83.82 feet, relative to the North American Vertical Datum of 1988 (NAVD 88).
9) Use of this survey for purposes other than intended, without written authorization, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

VERTICAL DATUM: **NAVD88**
Conversion from NAVD88 to NGVD29: **+0.86'**

PROJECT: Murphy Property
PHASE: Topographic Survey
DRAWN: LEY | DATE: 1/25/22 | CHECKED BY: MHC
P.CHIEF: BR | FIELD BOOK: 2-2021-Pages: 62
DATA FILE: MURPHY-BTTW(US88)BR (3).txt

REVISIONS

DATE	DESCRIPTION	DRAWN BY

DATE OF LAST FIELD SURVEY: **January 12th, 2022**

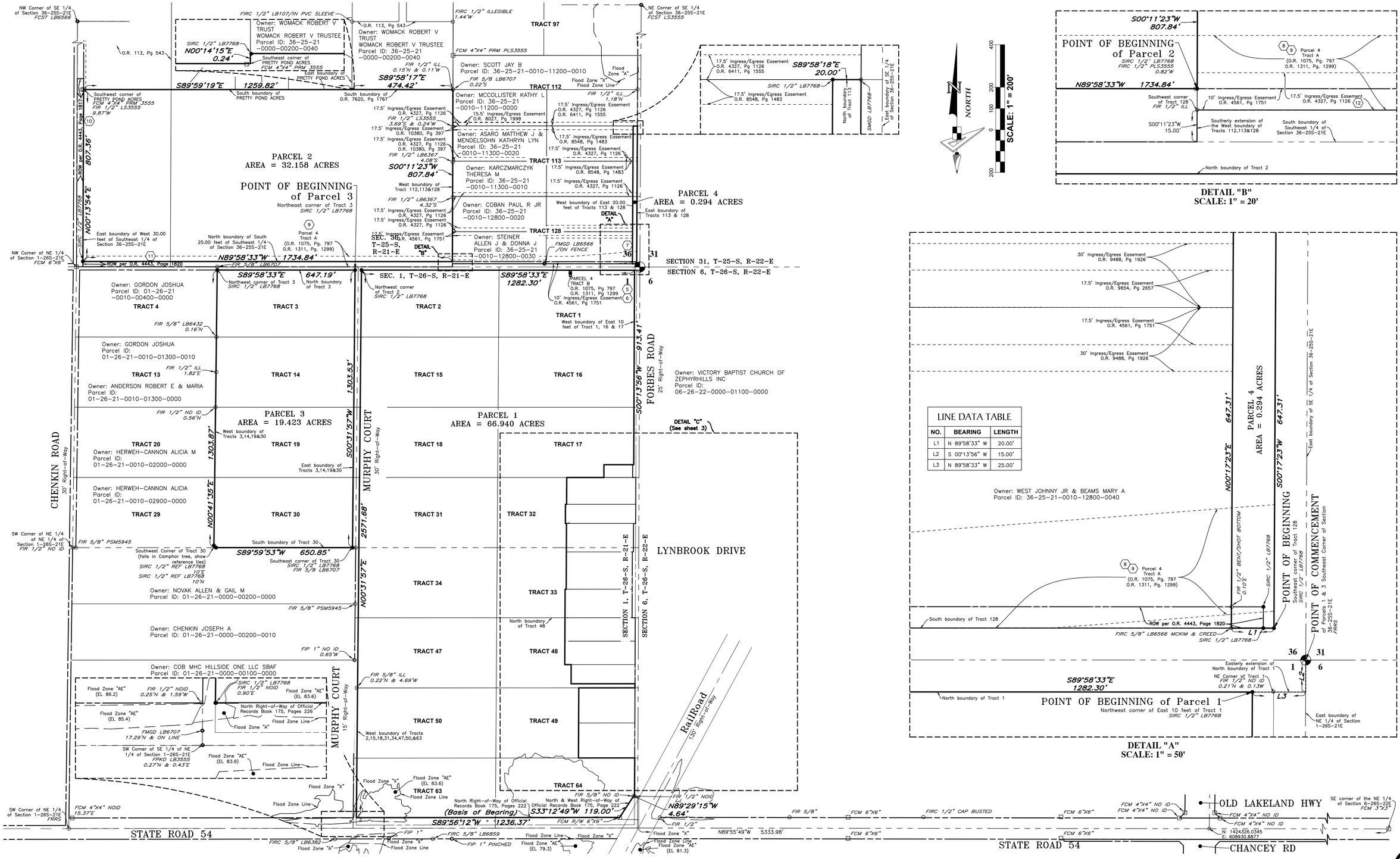
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ALTA/ NSPS Land Title Survey
Boundary Topographic and Tree Location Survey
PREPARED FOR
Absolute Engineering, Inc
LOCATED IN
Section 1, Township 26 S., Range 21 E.
Section 36, Township 25 S., Range 21 E.
Pasco County, Florida

GeoPoint Surveying, Inc.
213 Hobbs Street
Tampa, Florida 33619
www.geopointsurvey.com
Phone: (813) 248-8888
Fax: (813) 248-2266
Licensed Business No.: LB 7768

SHEET NUMBER: **01** of **12**

FILE PATH: P:\MURPHY PROPERTY\SURVEY\MURPHYPROPERTY_BTT-SHT-1&2.DWG PLOTTED BY: CHARLES ARNETT ON: 1/25/2022 2:58 PM LAST SAVED BY: CARNETT ON: 1/25/2022 2:46 PM



PROJECT:	Murphy Property
PHASE:	Topographic Survey
DRAWN: LEY	DATE: 1/25/22 CHECKED BY: MHC
P.CHIEF: BR	FIELD BOOK: 2-2021-Pages: 62
DATA FILE:	MURPHY-BTTW(US88)BR (3).txt

REVISIONS

DATE	DESCRIPTION	DRAWN BY

VERTICAL DATUM: NAVD88
Conversion from NAVD88 to NGVD29: **+0.86'**

SEE SHEET 1 FOR SURVEYOR'S CERTIFICATE

DATE OF LAST FIELD SURVEY: **January 12th, 2022**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ALTA/ NSPS Land Title Survey
Boundary Topographic and Tree Location Survey

PREPARED FOR
Absolute Engineering, Inc
LOCATED IN
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Section 36, Township 25 S., Range 21 E.
Pasco County, Florida

GeoPoint Surveying, Inc.
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www.geopointsurvey.com
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SHEET NUMBER: **02** of **12**

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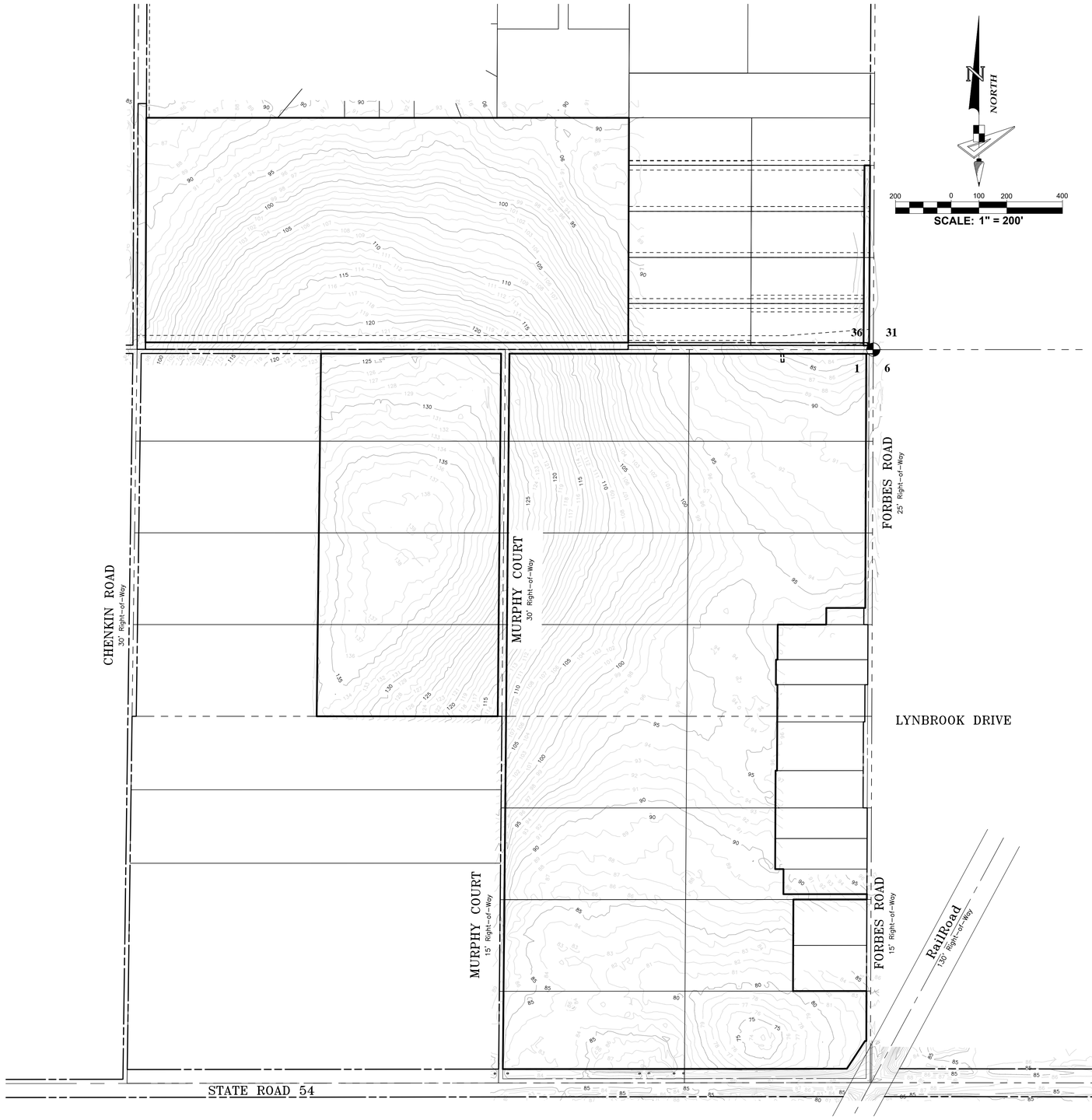

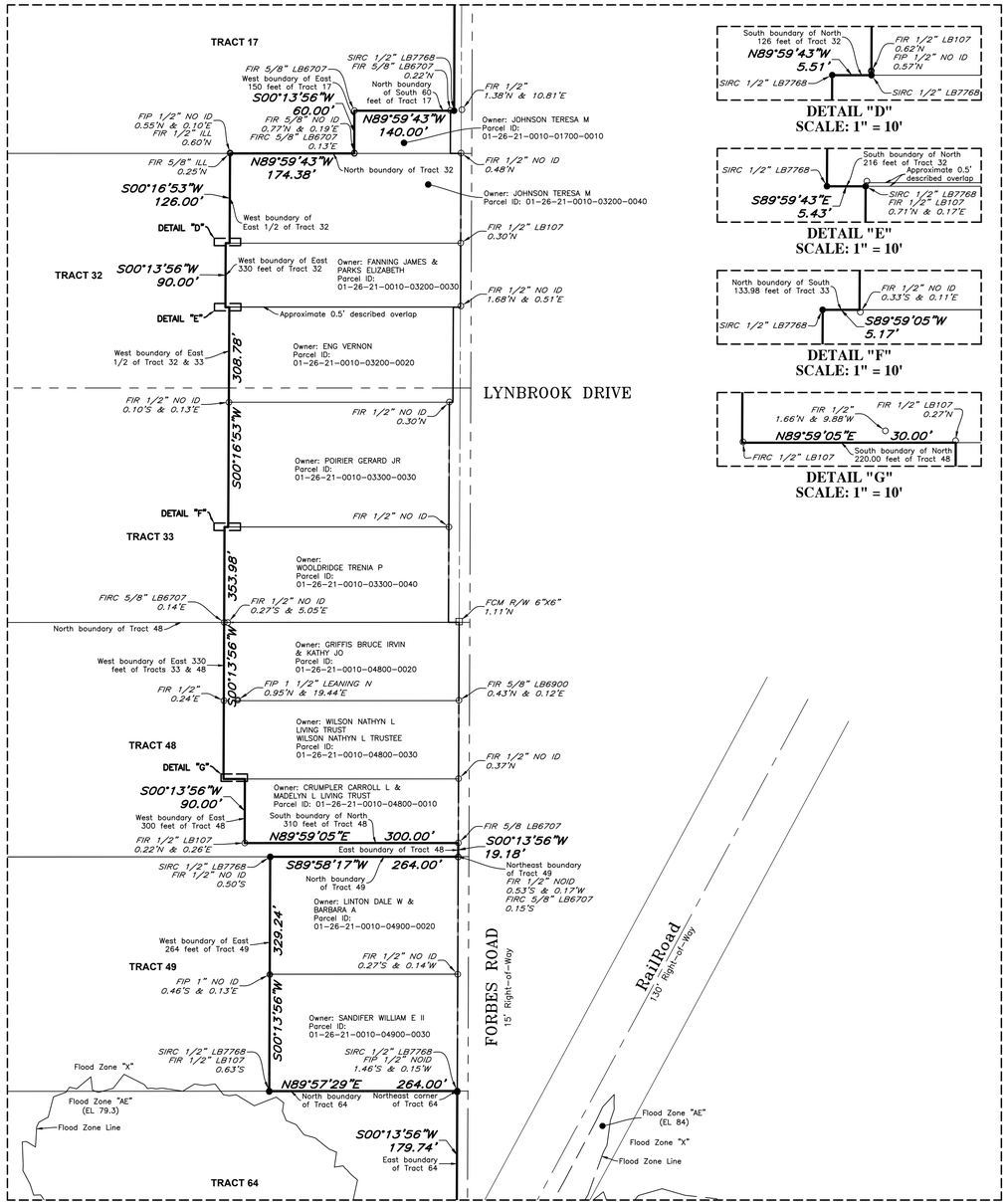

DETAIL "C"
SCALE: 1" = 100'

OVERALL CONTOUR SHEET

PROJECT: Murphy Property			
PHASE: Topographic Survey			
DRAWN: LEY	DATE: 1/25/22	CHECKED BY: MHC	
P.CHIEF: BR	FIELD BOOK: 2-2021-Pages: 62		
DATA FILE: MURPHY-BTTW(US88)BR (3).txt			

REVISIONS

DATE	DESCRIPTION	DRAWN BY

VERTICAL DATUM: **NAVD88**
Conversion from NAVD88 to NGVD29: **+0.86'**

SEE SHEET 1 FOR SURVEYOR'S CERTIFICATE

DATE OF LAST FIELD SURVEY: **January 12th, 2022**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ALTA/ NSPS Land Title Survey
Boundary Topographic and Tree Location Survey
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Fax: (813) 248-2266
Licensed Business No.: LB 7768

SHEET NUMBER: **03** of **12**

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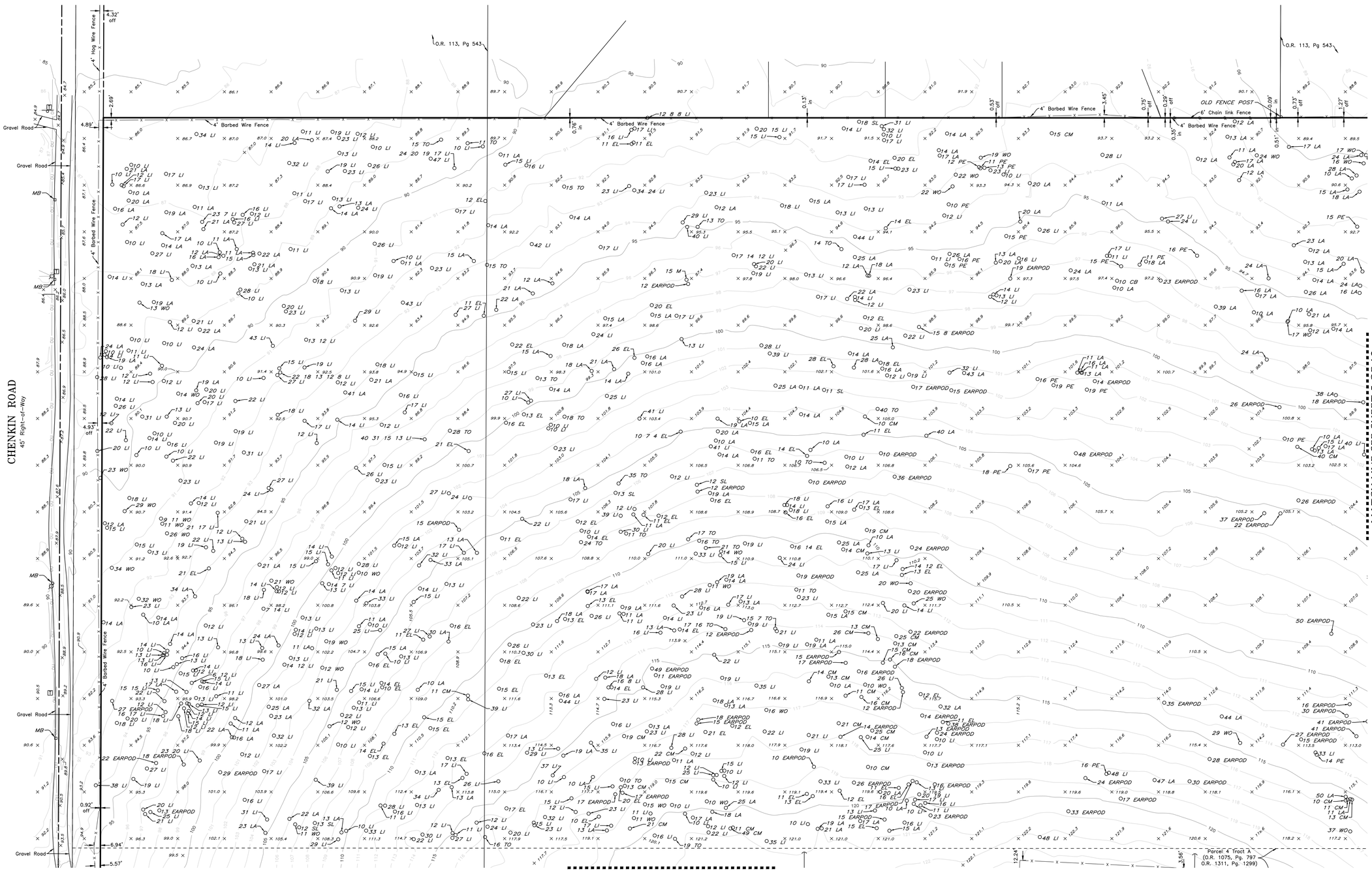
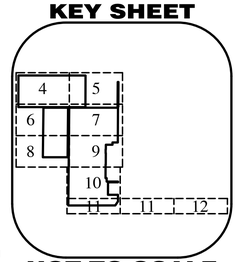


NORTH

50 0 25 50 100

SCALE: 1" = 50'

KEY SHEET



NOT TO SCALE

TREE LEGEND

CL ---- CHERRY LAUREL
CM ---- CAMPHOR
CP ---- CABBAGE PALM (SABAL PALM)
EL ---- ELM
LA ---- LAUREL OAK (DIAMOND OAK)
LI ---- LIVE OAK
M ---- MAGNOLIA
PE ---- PERSIMMON
SG ---- SWEET GUM
SL ---- SLASH PINE (YELLOW PINE)
TO ---- TURKEY OAK
WO ---- WATER OAK
CHB ---- Chino Berry
A ---- Laurel Oak
CB ---- Chinaberry

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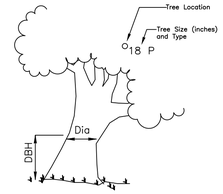
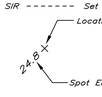


LEGEND

O.R.	Official Records Book	Inv	Invert Elevation	Ø	Utility Pole
Pg(s).	Page(s)	Elev	Elevation		Guy Anchor
SMGD	Set Mag Nail & Disk LB7768	GTI	Grate Top Inlet	E	Electric Pedestal
FIP	Found Iron Pipe	Conc.	Concrete	T	Telephone Pedestal
FIR	Found Iron Rod	A/C	Air Conditioner	FHH_O	Fiber Optic Handhole
FCM	Found Concrete Monument	TSP	Traffic Signal Post	FJB	Fiber Optic Junction Box
FPKD	Found P.K. Nail & Disk	TS	Traffic Signal Box	F_o	Buried Fiber Optic Warning Marker
FMGD	Found Mag Nail & Disk		Light Pole	ICV_O	Irrigation Control Valve
FRRS	Found Rail Road Spike		Sign	ou	Overhead Utility Lines
CMP	Corrigated Metal Pipe	MB	Mail Box	PRM	Permanent Reference Monument
MTP	Metal Pipe		Service Power Pole	F.F.E.	Finish Floor Elevation

#"W_O	#" Well
FCST	CST Nail
(#)	Schedule B – Section II Item Number
WP	Wood Post
SIR	Set Iron Rod



VERTICAL DATUM: NAVD88
Conversion from NAVD88 to NGVD29: **+0.86'**

PROJECT: Murphy Property
PHASE: Topographic Survey
DRAWN: LEY | DATE: 1/25/22 | CHECKED BY: MHC
P.CHIEF: BR | FIELD BOOK: 2-2021-Pages: 62
DATA FILE: MURPHY-BTTW(US88)BR (3).txt

REVISIONS

DATE	DESCRIPTION	DRAWN BY

SEE SHEET 1 FOR SURVEYOR'S CERTIFICATE

DATE OF LAST FIELD SURVEY: **January 12th, 2022**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ALTA/ NSPS Land Title Survey
Boundary Topographic and Tree Location Survey

PREPARED FOR
Absolute Engineering, Inc
LOCATED IN
Section 1, Township 26 S., Range 21 E.
Section 36, Township 25 S., Range 21 E.
Pasco County, Florida

GeoPoint Surveying, Inc.
213 Hobbs Street
Tampa, Florida 33619
www.geopointsurvey.com
Phone: (813) 248-8888
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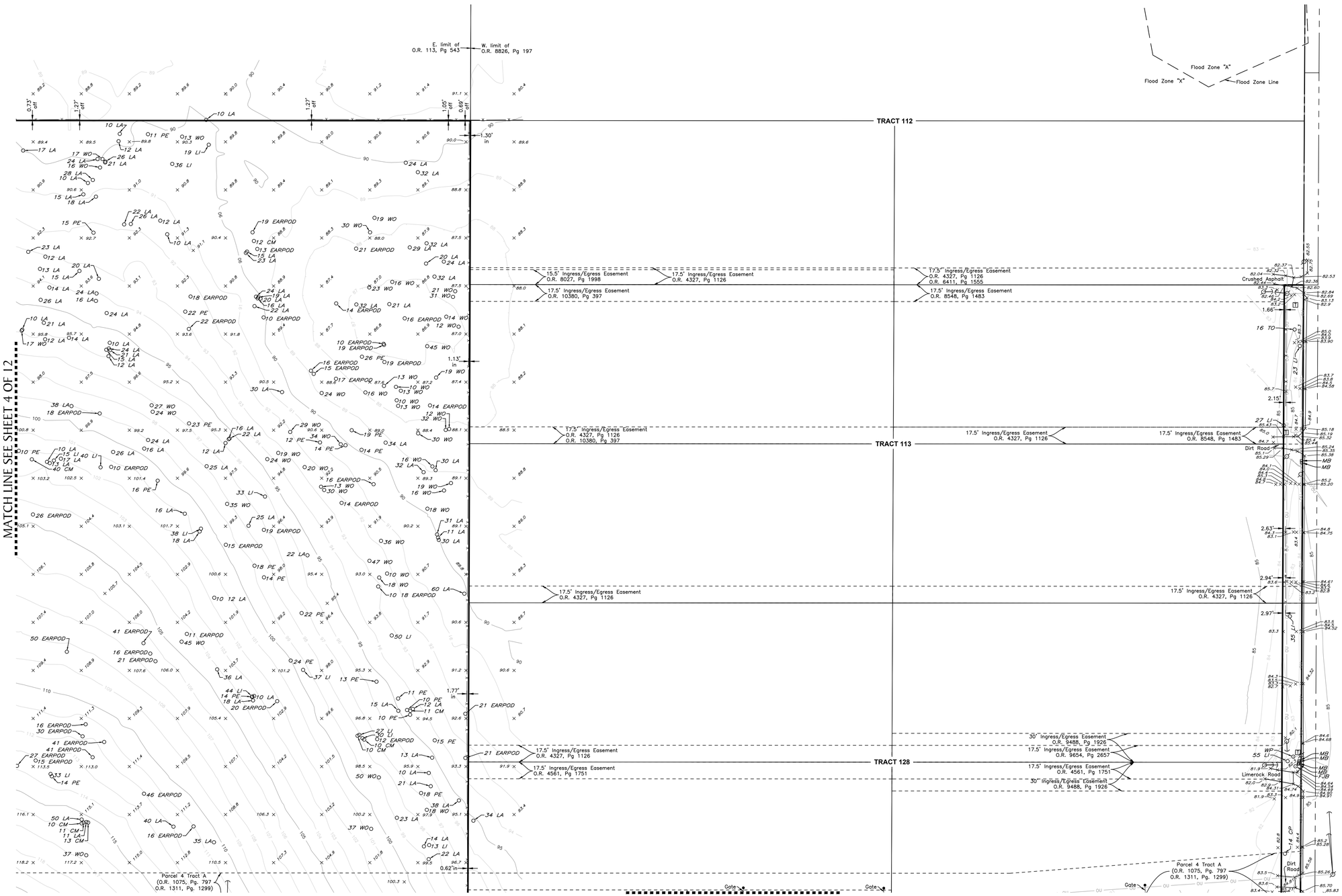
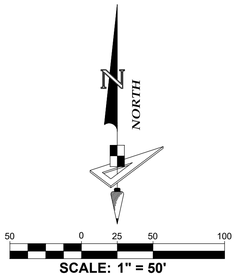
Licensed Business No.: LB 7768

SHEET NUMBER: **04** of **12**

FILE PATH: P:\MURPHY PROPERTY\SURVEY\MURPHYPROPERTY_BTT-SHT-4-12.DWG PLOTTED BY: CHARLES ARNETT ON: 1/25/2022 2:54 PM LAST SAVED BY: LUISL ON: 1/25/2022 12:21 PM





TREE LEGEND

CL ---- CHERRY LAUREL
CM ---- CAMPHOR
CP ---- CABBAGE PALM (SABAL PALM)
EL ---- ELM
LA ---- LAUREL OAK (DIAMOND OAK)
LI ---- LIVE OAK
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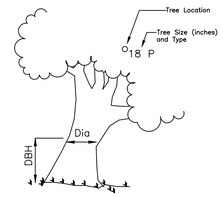

LEGEND

O.R. ------- Official Records Book
Pg(s). ------- Page(s)
SMGD ------- Set Mag Nail & Disk LB7768
FIP ------- Found Iron Pipe
FIR ------- Found Iron Rod
FCM ------- Found Concrete Monument
FPKD ------- Found P.K. Nail & Disk
FMGD ------- Found Mag Nail & Disk
FRRS ------- Found Rail Road Spike
CMP ------- Corrigated Metal Pipe
MTP ------- Metal Pipe

Inv ------- Invert Elevation
Elev ------- Elevation
GTI ------- Grate Top Inlet
Conc. ------- Concrete
A/C ------- Air Conditioner
TSP ------- Traffic Signal Post
Traffic Signal Box
Light Pole
Sign
MB ------- Mail Box
Service Power Pole

Utility Pole
Guy Anchor
Electric Pedestal
Telephone Pedestal
FHH ------- Fiber Optic Handhole
FJB ------- Fiber Optic Junction Box
Buried Fiber Optic Warning Marker
ICV ------- Irrigation Control Valve
ou ------- Overhead Utility Lines
PRM ------- Permanent Reference Monument
F.F.E. ------- Finish Floor Elevation

#"W ------- #" Wall
FCST ------- CST Nail
(#) ------- Schedule B – Section II Item Number
WP ------- Wood Post
SIR ------- Set Iron Rod
Location of reading
Spot Elevation

VERTICAL DATUM: NAVD88
Conversion from NAVD88 to NGVD29: **+0.86'**

PROJECT: Murphy Property
PHASE: Topographic Survey
DRAWN: LEY | DATE: 1/25/22 | CHECKED BY: MHC
P.CHIEF: BR | FIELD BOOK: 2-2021-Pages: 62
DATA FILE: MURPHY-BTTW(US88)BR (3).txt

REVISIONS

DATE	DESCRIPTION	DRAWN BY

SEE SHEET 1 FOR SURVEYOR'S CERTIFICATE

DATE OF LAST FIELD SURVEY: **January 12th, 2022**

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Licensed Business No.: LB 7768

SHEET NUMBER: **05** of **12**

FILE PATH: P:\MURPHY PROPERTY\SURVEY\MURPHYPROPERTY_BTT-SHT-4-12.DWG PLOTTED BY: CHARLES ARNETT ON: 1/25/2022 2:54 PM LAST SAVED BY: LUISL ON: 1/25/2022 12:21 PM

MATCH LINE SEE SHEET 4 OF 12

MATCH LINE SEE SHEET 7 OF 12

MATCH LINE SEE SHEET 8 OF 12

TRACT 4

TRACT 3

TRACT 13

TRACT 14

TRACT 20

TRACT 19

CHENKIN ROAD
30' Right-of-Way

MURPHY COURT
30' Right-of-Way
Gravel

Gravel Road

Parcel 4 Tract A
(O.R. 1075, Pg. 797
O.R. 1311, Pg. 1299)

NW Corner of NE 1/4
of Section 1-26S-21E

Gate

4' Chain link Fence

4' Hog Wire Fence

4' Barbed Wire Fence

4' Wood Fence

Concrete Walk

Pavers

Conc. Drive

Residence 694
Story Conc. Block
F.F.E.= 130.05

1-1/4"W PRESSURE TANK/2' D

A/C

Step

MB

Conc.

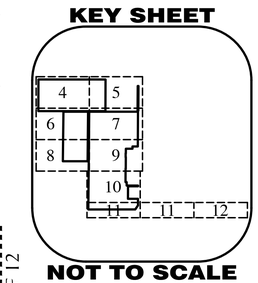
Gravel

Dia

DBH

SCALE: 1" = 50'

KEY SHEET



NOT TO SCALE

TREE LEGEND

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CP ---- CABBAGE PALM (SABAL PALM)
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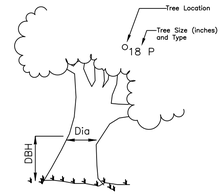

LEGEND

O.R. -------- Official Records Book
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FIR -------- Found Iron Rod
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FMGD -------- Found Mag Nail & Disk
FRRS -------- Found Rail Road Spike
CMP -------- Corrigated Metal Pipe
MTP -------- Metal Pipe

Inv -------- Invert Elevation
Elev -------- Elevation
GTI -------- Grate Top Inlet
Conc. -------- Concrete
A/C -------- Air Conditioner
TSP -------- Traffic Signal Post
TSB -------- Traffic Signal Box
LP -------- Light Pole
SI -------- Sign
MB -------- Mail Box
SP -------- Service Power Pole

Ø -------- Utility Pole
-------- Guy Anchor
E -------- Electric Pedestal
T -------- Telephone Pedestal
FHH -------- Fiber Optic Handhole
FJB -------- Fiber Optic Junction Box
FA -------- Buried Fiber Optic Warning Marker
ICV -------- Irrigation Control Valve
ou -------- Overhead Utility Lines
PRM -------- Permanent Reference Monument
F.F.E. -------- Finish Floor Elevation

#"W -------- #" Wall
FCST -------- CST Nail
(#) -------- Schedule B – Section II Item Number
WP -------- Wood Post
SIR -------- Set Iron Rod

Location of reading
24.8' x
Spot Elevation

VERTICAL DATUM: NAVD88
Conversion from NAVD88 to NGVD29: **+0.86'**

PROJECT:	Murphy Property
PHASE:	Topographic Survey
DRAWN: LEY	DATE: 1/25/22 CHECKED BY: MHC
P.CHIEF: BR	FIELD BOOK: 2-2021-Pages: 62
DATA FILE:	MURPHY-BTTW(US88)BR (3).txt

REVISIONS

DATE	DESCRIPTION	DRAWN BY

SEE SHEET 1 FOR SURVEYOR'S CERTIFICATE

DATE OF LAST FIELD SURVEY: **January 12th, 2022**

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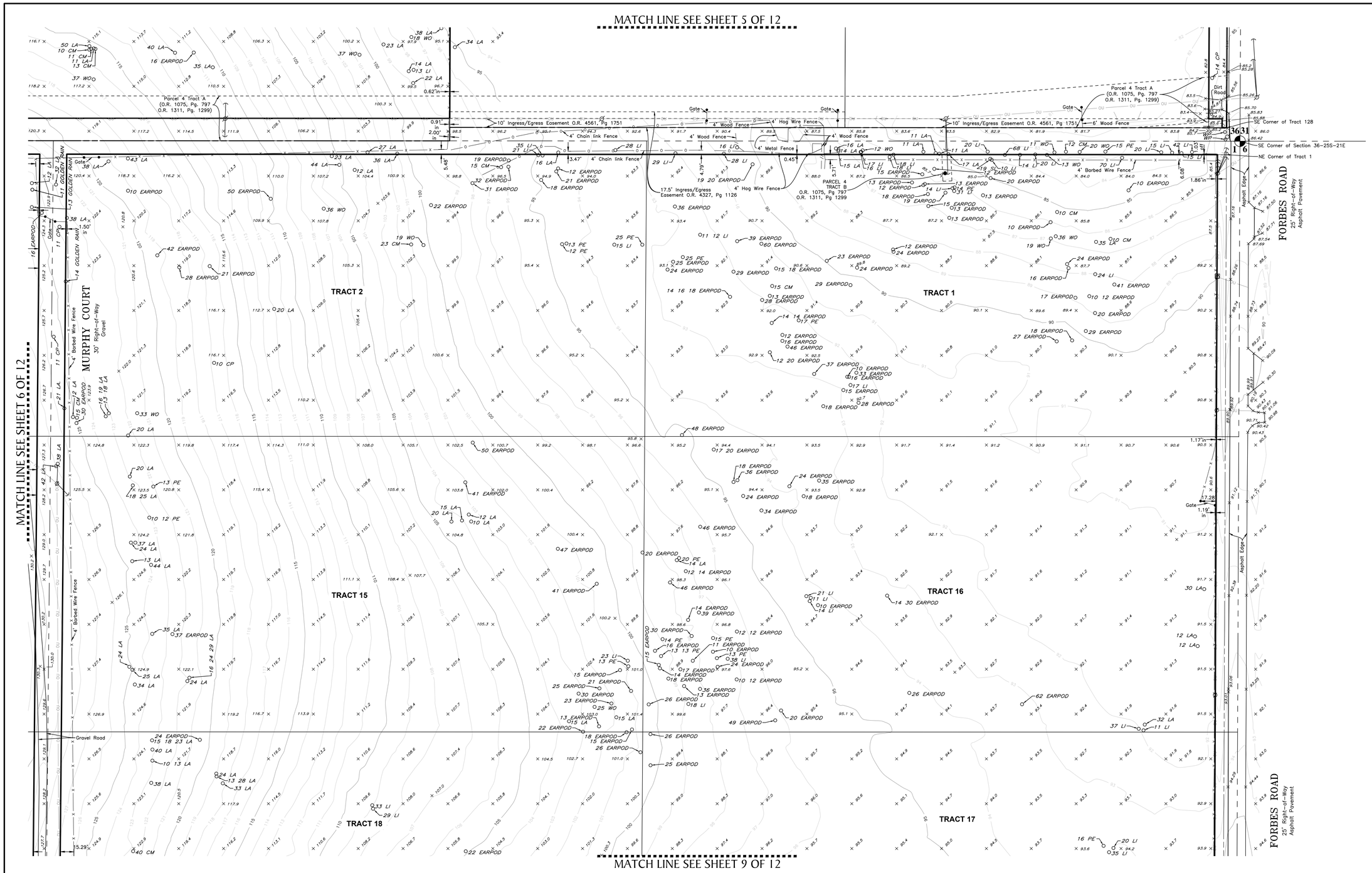
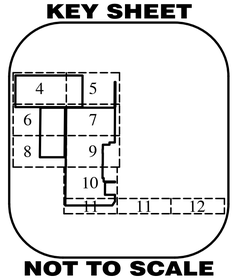
SHEET NUMBER: **06** of **12**

FILE PATH: P:\MURPHY PROPERTY\SURVEY\MURPHYPROPERTY_BTT-SHT-4-12.DWG PLOTTED BY: CHARLES ARNETT ON: 1/25/2022 2:54 PM LAST SAVED BY: LUISL ON: 1/25/2022 12:21 PM



KEY SHEET



NOT TO SCALE

TREE LEGEND

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CM ---- CAMPHOR
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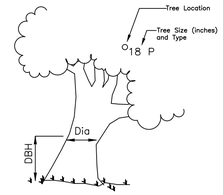

LEGEND

O.R.	Official Records Book	Inv	Invert Elevation	Ø	Utility Pole	#"W	#" Well
Pg(s).	Page(s)	Elev	Elevation		Guy Anchor	FCST	CST Nail
SMGD	Set Mag Nail & Disk LB7768	GTI	Grate Top Inlet		Electric Pedestal	#	Schedule B – Section II Item Number
FIP	Found Iron Pipe	Conc.	Concrete		Telephone Pedestal	WP	Wood Post
FIR	Found Iron Rod	A/C	Air Conditioner	FHH	Fiber Optic Handhole	SIR	Set Iron Rod
FCM	Found Concrete Monument	TSP	Traffic Signal Post	FJB	Fiber Optic Junction Box		Location of reading
FPKD	Found P.K. Nail & Disk		Traffic Signal Box	F	Buried Fiber Optic Warning Marker		
FMGD	Found Mag Nail & Disk		Light Pole	ICV	Irrigation Control Valve		
FRRS	Found Rail Road Spike		Sign	OU	Overhead Utility Lines		
CMP	Corrigated Metal Pipe	MB	Mail Box	PRM	Permanent Reference Monument		
MTP	Metal Pipe		Service Power Pole	F.F.E.	Finish Floor Elevation		

24.8 — Location of reading; Spot Elevation

VERTICAL DATUM: NAVD88
Conversion from NAVD88 to NGVD29: **+0.86'**

PROJECT: Murphy Property		
PHASE: Topographic Survey		
DRAWN: LEY	DATE: 1/25/22	CHECKED BY: MHC
P.CHIEF: BR	FIELD BOOK: 2-2021-Pages: 62	
DATA FILE: MURPHY-BTTW(US88)BR (3).txt		

REVISIONS

DATE	DESCRIPTION	DRAWN BY

SEE SHEET 1 FOR SURVEYOR'S CERTIFICATE

DATE OF LAST FIELD SURVEY: **January 12th, 2022**

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SHEET NUMBER: **07** of **12**

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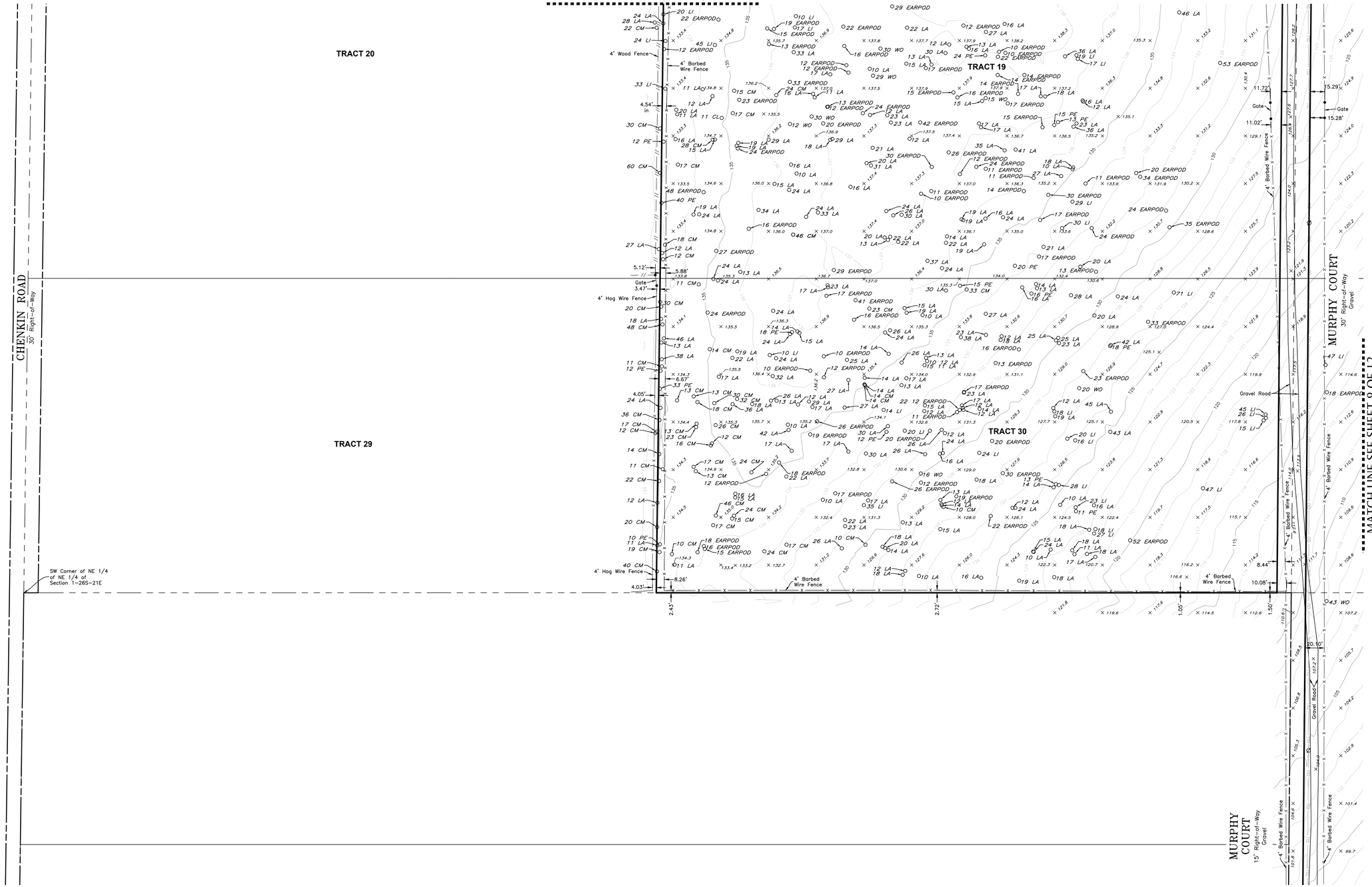

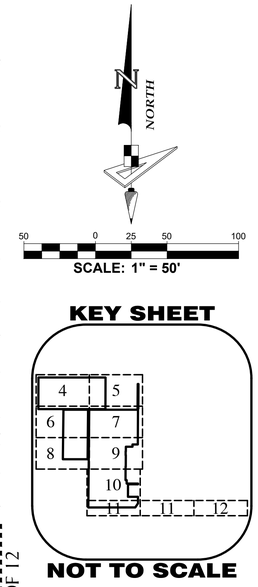

TREE LEGEND

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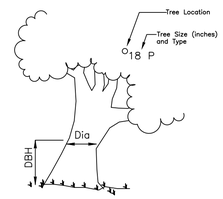

LEGEND

- O.R. ---- Official Records Book
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- SMGD ---- Set Mag Nail & Disk LB7768
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- #"W ---- #" Wall
- FCST ---- CST Nail
- (#) ---- Schedule B - Section II Item Number
- WP ---- Wood Post
- SIR ---- Set Iron Rod
- Location of reading
- 2A.P
- Spot Elevation

VERTICAL DATUM: NAVD88
Conversion from NAVD88 to NGVD29: **+0.86'**

PROJECT:	Murphy Property
PHASE:	Topographic Survey
DRAWN: LEY	DATE: 1/25/22 CHECKED BY: MHC
P.CHIEF: BR	FIELD BOOK: 2-2021-Pages: 62
DATA FILE:	MURPHY-BTTW(US88)BR (3).txt

REVISIONS

DATE	DESCRIPTION	DRAWN BY

SEE SHEET 1 FOR SURVEYOR'S CERTIFICATE

DATE OF LAST FIELD SURVEY: **January 12th, 2022**

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SHEET NUMBER: 08 of 12

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MATCH LINE SEE SHEET 7 OF 12

MATCH LINE SEE SHEET 8 OF 12

MATCH LINE SEE SHEET 10 OF 12

MURPHY COURT
30' Right-of-Way
Gravel

FORBES ROAD
25' Right-of-Way
Asphalt Pavement

LYNBROOK DRIVE

Gravel Road

Asphalt Edge

TRACT 18

TRACT 17

TRACT 31

TRACT 32

TRACT 34

TRACT 33

Gate

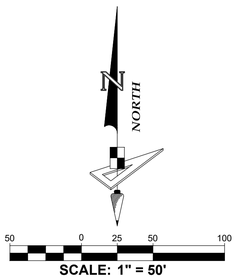
6' Vinyl Fence

4' Chain Link Fence

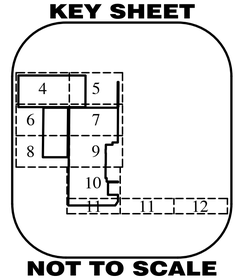
4' Hog Wire Fence

6' Wood Fence

4' Barbed Wire Fence



KEY SHEET



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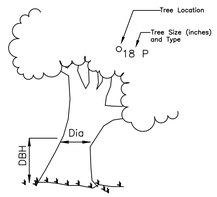

LEGEND

O.R. -------- Official Records Book
Pg(s). -------- Page(s)
SMGD -------- Set Mag Nail & Disk LB7768
FIP -------- Found Iron Pipe
FIR -------- Found Iron Rod
FCM -------- Found Concrete Monument
FPKD -------- Found P.K. Nail & Disk
FMGD -------- Found Mag Nail & Disk
FRRS -------- Found Rail Road Spike
CMP -------- Corrigated Metal Pipe
MTP -------- Metal Pipe

Inv -------- Invert Elevation
Elev -------- Elevation
GTI -------- Grate Top Inlet
Conc. -------- Concrete
A/C -------- Air Conditioner
TSP -------- Traffic Signal Post
-------- Traffic Signal Box
-------- Light Pole
-------- Sign
MB -------- Mail Box
-------- Service Power Pole

-------- Utility Pole
-------- Guy Anchor
-------- Electric Pedestal
-------- Telephone Pedestal
FHH -------- Fiber Optic Handhole
FJB -------- Fiber Optic Junction Box
-------- Buried Fiber Optic Warning Marker
ICV -------- Irrigation Control Valve
ou -------- Overhead Utility Lines
PRM -------- Permanent Reference Monument
F.F.E. -------- Finish Floor Elevation

#"W -------- #" Well
FCST -------- CST Nail
(#) -------- Schedule B – Section II Item Number
WP -------- Wood Post
SIR -------- Set Iron Rod
24.8 Location of reading
Spot Elevation

VERTICAL DATUM: NAVD88
Conversion from NAVD88 to NGVD29: +0.86'

PROJECT: Murphy Property
PHASE: Topographic Survey
DRAWN: LEY | DATE: 1/25/22 | CHECKED BY: MHC
P.CHIEF: BR | FIELD BOOK: 2-2021-Pages: 62
DATA FILE: MURPHY-BTTW(US88)BR (3).txt

REVISIONS

DATE	DESCRIPTION	DRAWN BY

SEE SHEET 1 FOR SURVEYOR'S CERTIFICATE

DATE OF LAST FIELD SURVEY: January 12th, 2022

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ALTA/ NSPS Land Title Survey
Boundary Topographic and Tree Location Survey

PREPARED FOR
Absolute Engineering, Inc
LOCATED IN
Section 1, Township 26 S., Range 21 E.
Section 36, Township 25 S., Range 21 E.
Pasco County, Florida

GeoPoint Surveying, Inc.
213 Hobbs Street
Tampa, Florida 33619
www.geopointsurvey.com
Phone: (813) 248-8888
Fax: (813) 248-2266
Licensed Business No.: LB 7768

SHEET NUMBER: 09 of 12

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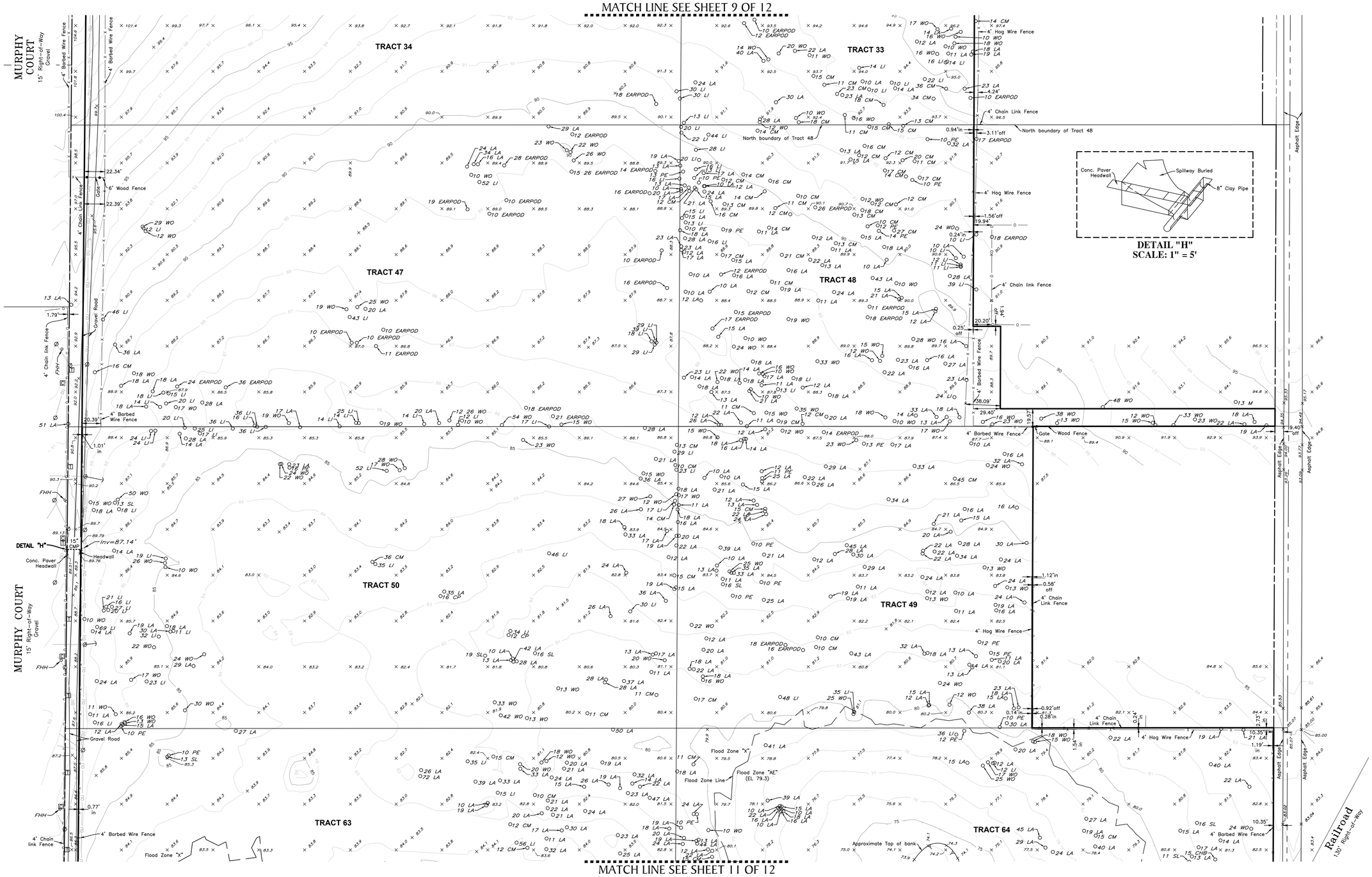

TREE LEGEND

CL ---- CHERRY LAUREL
CM ---- CAMPHOR
CP ---- CABBAGE PALM (SABAL PALM)
EL ---- ELM
LA ---- LAUREL OAK (DIAMOND OAK)
LI ---- LIVE OAK
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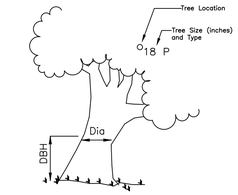

LEGEND

O.R.	Official Records Book	Inv	Invert Elevation	Ø	Utility Pole	#"W	#" Well
Pg(s).	Page(s)	Elev	Elevation		Guy Anchor	FCST	CST Nail
SMGD	Set Mag Nail & Disk LB7768	GTI	Grate Top Inlet		Electric Pedestal	#	Schedule B – Section II Item Number
FIP	Found Iron Pipe	Conc.	Concrete		Telephone Pedestal	WP	Wood Post
FIR	Found Iron Rod	A/C	Air Conditioner	FHH	Fiber Optic Handhole	SIR	Set Iron Rod
FCM	Found Concrete Monument	TSP	Traffic Signal Post	FJB	Fiber Optic Junction Box		Location of reading
FPKD	Found P.K. Nail & Disk		Traffic Signal Box	F	Buried Fiber Optic Warning Marker		
FMGD	Found Mag Nail & Disk		Light Pole	ICV	Irrigation Control Valve		
FRRS	Found Rail Road Spike		Sign	OU	Overhead Utility Lines		
CMP	Corrigated Metal Pipe	MB	Mail Box	PRM	Permanent Reference Monument		
MTP	Metal Pipe		Service Power Pole	F.F.E.	Finish Floor Elevation		

24.8 — Spot Elevation

VERTICAL DATUM: NAVD88
Conversion from NAVD88 to NGVD29: **+0.86'**

PROJECT: Murphy Property
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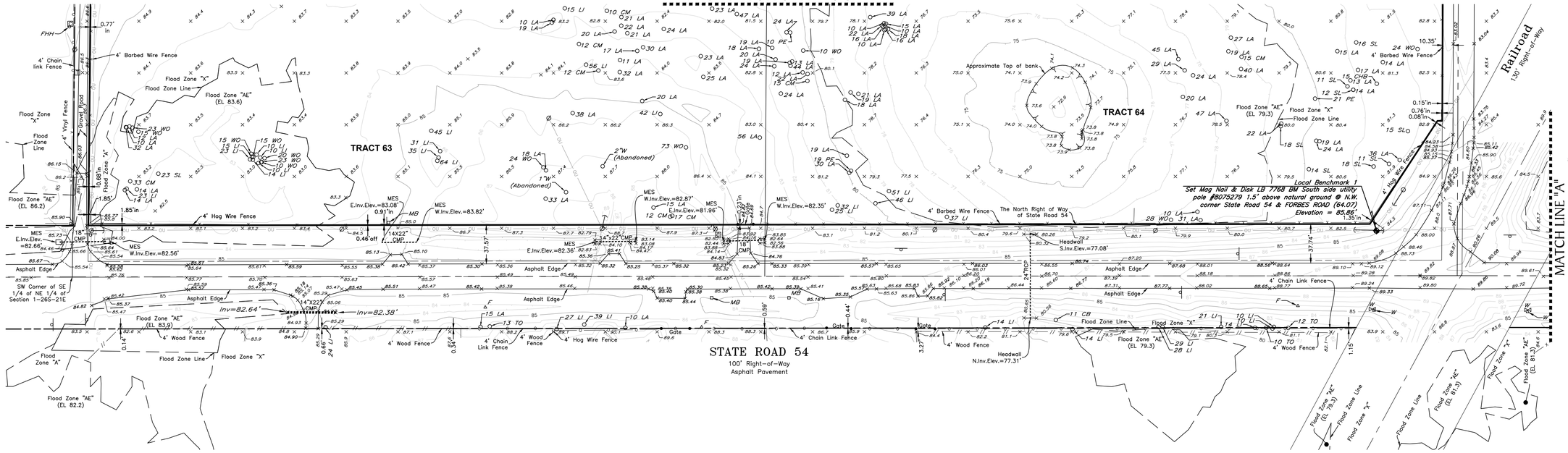
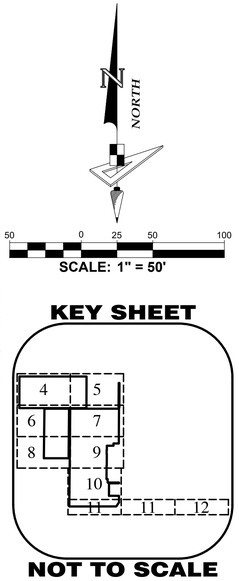
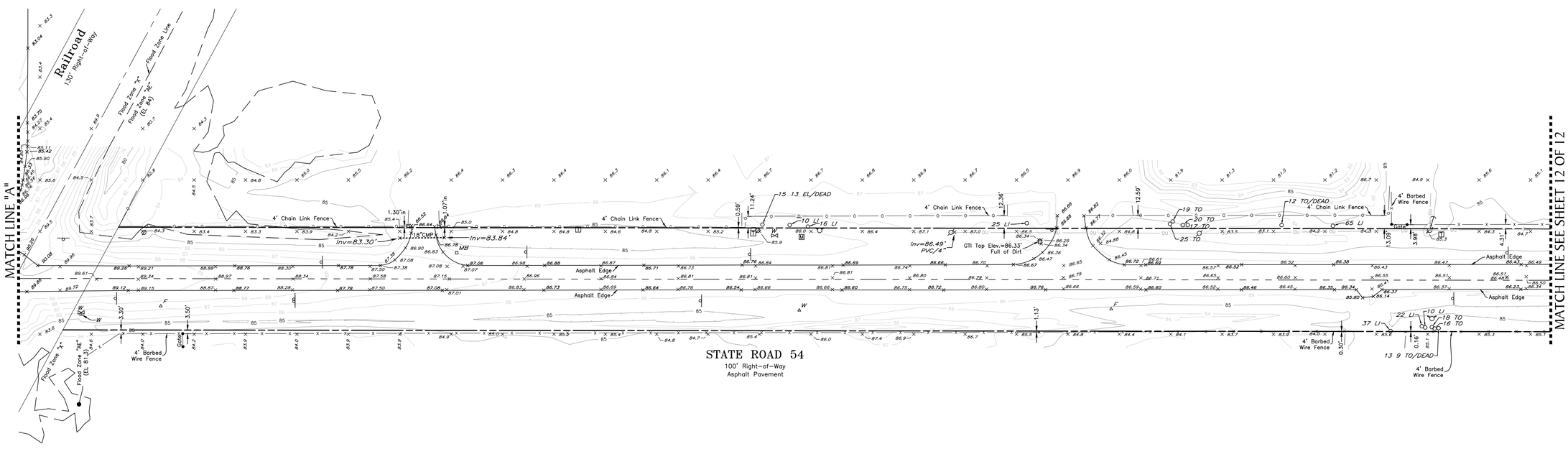
MATCH LINE SEE SHEET 10 OF 12







TREE LEGEND

- CL ---- CHERRY LAUREL
- CM ---- CAMPHOR
- CP ---- CABBAGE PALM (SABAL PALM)
- EL ---- ELM
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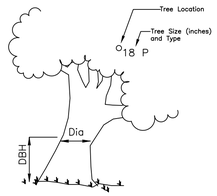

LEGEND

O.R.	Official Records Book	Inv	Invert Elevation	Ø	Utility Pole
Pg(s).	Page(s)	Elev	Elevation		Guy Anchor
SMGD	Set Mag Nail & Disk LB7768	GTI	Grate Top Inlet	E	Electric Pedestal
FIP	Found Iron Pipe	Conc.	Concrete	T	Telephone Pedestal
FIR	Found Iron Rod	A/C	Air Conditioner	FHH	Fiber Optic Handhole
FCM	Found Concrete Monument	TSP	Traffic Signal Post	FJB	Fiber Optic Junction Box
FPKD	Found P.K. Nail & Disk		Traffic Signal Box	FA	Buried Fiber Optic Warning Marker
FMGD	Found Mag Nail & Disk		Light Pole	ICV	Irrigation Control Valve
FRRS	Found Rail Road Spike		Sign	ou	Overhead Utility Lines
CMP	Corrigated Metal Pipe	MB	Mail Box	PRM	Permanent Reference Monument
MTP	Metal Pipe		Service Power Pole	F.F.E.	Finish Floor Elevation

#"W	#" Wall
FCST	CST Nail
(#)	Schedule B – Section II Item Number
WP	Wood Post
SIR	Set Iron Rod

Location of reading
24.8
Spot Elevation

VERTICAL DATUM: NAVD88
Conversion from NAVD88 to NGVD29: **+0.86'**

PROJECT:	Murphy Property
PHASE:	Topographic Survey
DRAWN: LEY	DATE: 1/25/22 CHECKED BY: MHC
P.CHIEF: BR	FIELD BOOK: 2-2021-Pages: 62
DATA FILE:	MURPHY-BTTW(US88)BR (3).txt

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SHEET NUMBER: **11** of **12**

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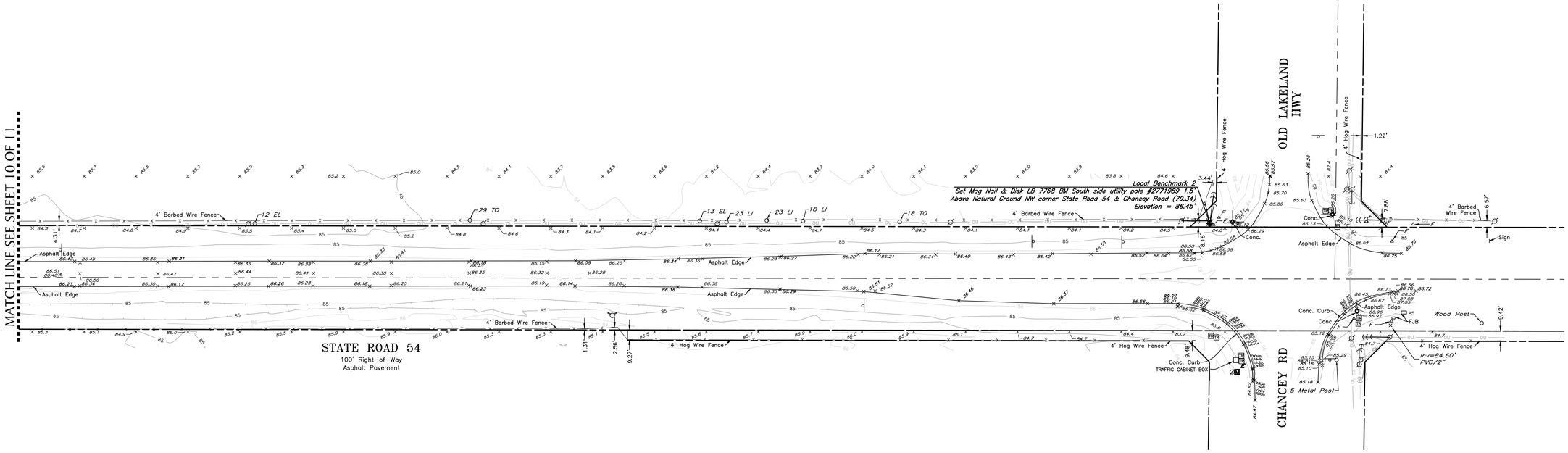

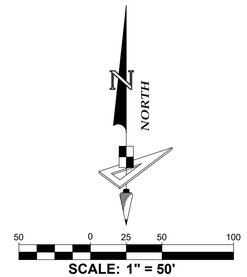

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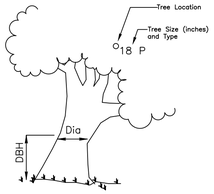

LEGEND

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F.F.E. ------- Finish Floor Elevation

#"W ------- #" Well
FCST ------- CST Nail
(#) ------- Schedule B – Section II Item Number
WP ------- Wood Post
SIR ------- Set Iron Rod
Location of reading
24.19
Spot Elevation

VERTICAL DATUM: NAVD88
Conversion from NAVD88 to NGVD29: **+0.86'**

PROJECT: Murphy Property
PHASE: Topographic Survey
DRAWN: LEY | DATE: 1/25/22 | CHECKED BY: MHC
P.CHIEF: BR | FIELD BOOK: 2-2021-Pages: 62
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SHEET NUMBER: 12 of 12

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MURPHY ROAD MPUD
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. RZ-7666

Master Development Plans

1. Development shall be in accordance with the plans and information submitted July 2025; the Land Development Code (LDC); and the Comprehensive Plan unless otherwise stipulated or modified herein.

Environmental

2. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

3. The applicant shall provide a 100% gopher tortoise burrow survey conducted according to FFWCC guidelines, the FFWCC gopher tortoise relocation permit and FFWCC accepted after action report prior to commencement of development (which is evidenced by the issuance of site development permit or placard.) If site construction does not commence within 90 days from the date of the most recent 100% gopher tortoise survey or capture activities, a new gopher tortoise burrow survey must be completed to ensure gopher tortoises have not moved in and, if found, a valid permit must be obtained, amended, or acted on to capture and relocate all tortoises prior to commencing any site clearing.

4. Suitable nest cavities for the Southeastern American Kestrel were observed within the project area. All suitable nest cavities shall be surveyed for kestrel activity during the breeding season (March 1 to July). All potential nesting cavities shall be identified, recorded, and clearly identified in the field. The applicant shall abide by current FFWCC permitting guidelines and provide documentation from FFWCC that they are in conformance with the guidelines prior to commencement of development (which is evidenced by the issuance of site development permit or placard.)

5. Suitable foraging habitat for the Southeastern American Kestrel was observed within the project area. The FFWCC survey window is from April through August. The applicant shall abide by current FFWCC permitting guidelines, conduct required surveys according to these guidelines, and provide documentation from FFWCC that they are in conformance with the guidelines prior to commencement of development (which is evidenced by the issuance of site development permit or placard.)

6. The upland buffer line shall be clearly field demarcated prior to any construction activities. No construction activities, including clearing, grading, or grubbing, shall occur within the

Wetland Upland Buffer unless otherwise approved by the County and as depicted on the County-approved construction plans for the project.

7. A copy of the SWFWMD Environmental Resource Permit (ERP) shall be submitted to the Pasco County project record prior to commencement of development (which is evidenced by the issuance of site development permit or placard).

Open Space/Buffering

8. The developer(s) shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the State of Florida, Secretary of State, and/or, if approved, by the BCC or State of Florida, a Community Development District (CDD). The association(s) or District(s) shall encompass the entire boundaries of the MPUD except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board). The developer(s) shall convey in fee simple to the association(s) or the CDD(s), for ownership and maintenance, open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special-purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association(s) as well, but only to the CDD(s) if such special power, pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowners'/property owners'/condominium owners'/merchants' association(s) or CDD documents, including Articles of Incorporation with proof of being filed with the State of Florida, Secretary of State, restrictive covenants, and all exhibits shall be submitted to the Survey Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD that funded such improvements as applicable.

9. The neighborhood parks as depicted on the master plan have not been reviewed or approved for consistency with the Land Development Code (LDC), Section 905.1, Neighborhood Parks. Specific review and approval of the neighborhood parks will be conducted at PDP/PSPs submittal.

10. The developer/builder shall provide the appropriate number of trees per lot pursuant to Table 905.2-C located in the LDC. If the developer/builder is unable to provide the appropriate number of trees on the lot due to easement(s) or other constraints as determined by the County Administrator or designee, then the developer/builder may plant the tree(s) in common area(s). If trees are proposed to be moved to a location within any County rights-of-way, a Street Tree Plan submittal and review per LDC requirements will be necessary. If common area is not available, then the developer/builder shall pay into the tree mitigation fund at the rate established by resolution of the BCC (Resolution 08-284, as amended) as follows: $50.00 per inch, but not to exceed $500.00 for each residential unit, or $500.00 for each 2,000 square feet of the first floor building area for non-residential development pursuant to Section 802.3.C. of the LDC.

Transportation/Circulation

11. The timing and phasing analysis submitted by the applicant assumes the following land uses: 398 single family units and 274 townhomes. Subject to the land use exchanges permitted by the LUEM (as hereinafter defined) or otherwise herein, any development of land use(s) that generate(s) greater traffic impacts than those assumed shall require an updated Timing and Phasing Analysis utilizing a methodology approved by the County. The PC, BCC, or County Administrator or designee, may impose additional conditions on the developer based on the updated County-approved Timing and Phasing Analysis.

12. The entire project must be platted by December 31, 2030, or an updated timing and phasing analysis utilizing a methodology approved by Pasco County shall be required. Additional conditions based upon the updated timing and phasing analysis may be imposed by the County.

Access Management

13. With the exception of the Eastern Project Driveway and the Western Project Drive (both on to C.R. 54 as identified in the Timing and Phasing Analysis, both of which are fixed in location), the access points shown on the master plan are conceptual only. Permanent placement of each access point shall be determined at the time of review with the corresponding PSP/PDP and shall meet established access-management criteria. Based on the corresponding PSP/PDP, County Administrator, or designee, may impose additional conditions on the applicant/developer.

14. Prior to approval of the first record plat containing any of the following improvements, the developer shall construct or bond the following site-access improvements unless determined otherwise at the time of PDP/PSP review based on a subsequent access management analysis for the specific parcel or phase:

    Western Project Driveway on to C.R. 54:

    - 350-foot westbound right turn lane; and
    - 400-foot eastbound left turn lane.

    Eastern Project Driveway on to C.R. 54:

    - 350-foot westbound right turn lane; and
    - 400-foot eastbound left turn lane.

    With its approval of this MPUD, the County hereby approves of the spacing between the Eastern Project Driveway and the Western Project Driveway of 600 feet, and spacing between the Eastern Project Driveway to Forbes Road of 640 Feet. Any crossings of the future Daughtery Road through the MPUD shall meet the 330’ collector spacing requirement in the LDC.

15. At each PDP/PSP approval, the County Engineer, or designee, may also require site-specific internal intersection improvements. Intersection improvements shall be in accordance with the LDC and Access Management Standards as amended.

16. Unless otherwise approved by the County Administrator or designee, the portion of the MPUD lying north of Daughtery Road shall be designed such that all units in the subject area shall have access through internal streets to both proposed access points lying north of Daughtery Road.

Dedication of Right-of-Way

17. No interconnections or cross-access is required to the adjacent residential properties, Chenkin Road or Forbes Road (both local streets) from the MPUD because each of the properties contain existing homes or are substandard roadways.

18. In the case of private streets, and any amenities within those rights-of-way such as paths, trails, sidewalks, and any other non-vehicular accessways, dedication and maintenance shall be the responsibility of the mandatory homeowners'/property owners'/condominium owners'/merchants' association(s) or an appropriate entity other than the County. Pasco County will not be responsible for the maintenance of any private streets or private access amenities.

19. Subject to the provisions of the LDC, Section 901.2.I. (Transportation-Corridor Management; Dedication-Rough Proportionality), the developer(s) shall convey, at no cost to the County, 80 feet of right-of-way plus an additional 40 feet (both as shown on the MPUD Master Plan) for the future extension of Daughtery Road, and 14 feet for C.R. 54 (Pasco County Corridor Preservation Table as amended, located in the Comprehensive Plan, Transportation Element, for arterial/collector and major intersection right-of-way requirements).

In addition, the developer shall, at no cost to Pasco County, design, construct, provide, and obtain any and all permits required by any local, State, or Federal agency for appropriate and sufficient drainage/retention, wetland, and floodplain mitigation facilities on the developer's property or at another site acceptable to the County to mitigate all impacts associated with the initial and future planned roadway; i.e., in the current County Comprehensive Plan Transportation Element or Metropolitan Planning Organization Long-Range Plan, improvements of Daughtery Road or C.R. 54 within or adjacent to the boundaries of the developer's property including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multimodal paths, medians, permanent slope easements (once grade of roadway is set) and other roadway appurtenances. The required drainage/retention, wetland, and floodplain mitigation facilities shall be determined at the time of stormwater-management plan review for the portion(s) of the project adjacent to Daughtery Road or C.R. 54, and this paragraph of this condition shall expire after such stormwater-management plans have been approved, unless such facilities are required pursuant to a development agreement approved pursuant to the LDC, Section 406.3. All stormwater-management plans, reports, or calculations for the developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition.

20. The developer(s) shall also convey, at no cost to the County, 30 feet of right-of-way for Chenkin Road and 30 feet of right-of-way for Murphy Road, both as depicted on the MPUD Master Plan.

21. To the extent that any of the conditions of this approval constitute monetary or property exactions that are subject to *Nollan v. California Coastal Comm'n*, 483 U.S. 825 (1987), and *Dolan v. City of Tigard*, 512 U.S 374 (1994), the applicant/owner, and successors and assigns (a), agrees that there is a nexus and rough proportionality between such conditions and the impacts of this project/development, and that such conditions are necessary to ensure compliance with the criteria of the LDC and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions. This agreement/waiver was entered into voluntarily, in good faith, for valuable consideration, and with an opportunity to consult legal counsel, but does not affect the applicant/owner's ability to seek variances, administrative remedies, or modifications of the conditions of this approval through applicable processes in the LDC, and does not affect the applicant/owner's ability to bring an action pursuant to Section 70.45, Florida Statutes.

Design/Construction Specifications

22. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County shall be notified within two working days of the resources found on the site.

23. Prior to the first PDP/PSP submittal, the developer(s) may submit a Master Roadway Plan (MRP) to the PDE for review and approval. The plan shall include, at a minimum, right-of-way widths, roadway cross sections, number of lanes, intersection geometry, phasing, design speed, internal access points, required interconnects, and alignment for major County collector and arterial roadways within the MPUD. The plan shall also demonstrate compliance with the County's collector and arterial design and spacing standards of the LDC, Section 901.1, Transportation-Corridor Spacing. The County shall reserve the right to require specific dates or deadlines for completion of construction for any portion of these roads and intersections.

24. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available or planned at the time of preliminary plan/preliminary site plan approval. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to PDE for review and approval prior to or concurrent with the PDP/PSP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from

time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP/PSP submittal the approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit-accommodation-facilities construction is approved with the overall transit-accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users/patrons access to such facilities.

25. The developer(s) may submit an overall pedestrian/bike path plan to the PDE for approval prior to approval of the first PDP/PSP, which provides a path circulation in accordance with the Pasco County LDC, as amended, or an alternative method acceptable to the PDE, and in compliance with the handicapped provisions of Section 336.045, Florida Statutes, or other applicable law. In the absence of an approved pedestrian/bike path plan, compliance with the LDC is required.

26. All sidewalks, bike paths (not including bike lanes within the pavement of any roadway accepted by the County for maintenance), multi-use trails, and other non-vehicular pathways within the rights-of-way of any roadways within the MPUD shall not be the maintenance responsibility of the County.

27. As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD(s) is hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD(s) that are identified within this rezoning approval. Further, any obligations of the developer contained in this approval may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. However, such CDD shall not be authorized to levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

    a. Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.

    b. No debt or obligation of such CDD shall constitute a burden on any Public Property.

Utilities/Water Service/Wastewater Disposal

28. It is anticipated that utilities will be provided from the City of Zephyrhills (the "City") based on the existing service area for the City, but Applicant/developer acknowledges that the City does not presently have potable water capacity to provide potable water service for the MPUD. If the City does provide utilities services to the MPUD, Applicant/developer shall enter into a Utility Service Agreement with the City for the same prior to the first construction plan approval for a non-model residential unit in the MPUD. If the City does not provide utility services to the MPUD, the County may elect to provide service to the MPUD and, in such an event, Condition Nos. 29- 32 shall apply.

29. (**NOTE: CONDITIONS NOS. 29-32 APPLY ONLY IF UTILITY SERVICES ARE PROVIDED FROM PASCO COUNTY UTILITIES**) A Master Utility Plan for the entire development shall be submitted to the Utilities Services Branch for review and approval prior to or concurrent with submittal of the first construction plan/construction site plan. This utility plan shall show, at a minimum, the following:

    a. Trunk sewer lines and lift stations.

    b. Main potable water lines and non-potable water lines, if applicable.

    c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a non-potable water system for irrigation.

    d. Method of lighting for all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.

    e. A Master Utility Plan shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems and shall be in conformance with the Utilities Services Plan guidelines implemented by the Utilities Services Branch.

30. Prior to the first construction plan/construction site plan approval, the developer(s) and the County shall enter into a Utilities Service Agreement on terms and conditions as are acceptable to Pasco County Utilities.

31. The developer(s) shall construct all water and wastewater facilities within the development to current County standards. A complete set of instructions may be obtained from the Utilities Services Branch. In addition to the on-site utility improvements, if the County elects to provide service, Applicant/developer shall construct off-site water and sewer lines and facilities to serve the MPUD from the MPUD to the County's present utilities located at S.R. 39 and Chancey Road, on Eiland Blvd., or such other location as is acceptable to Pasco County Utilities.

32. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developer(s)/owner(s) and its successors and assigns, agree to the following:

    a. In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, and then only for so long as such a production failure or shortfall exists, the developer(s)/ owner(s) shall transfer to the County any and all Water Use Permits or water-use rights the developer(s)/owner(s) may have to use or consume surface or ground water within the subject property, provided that the same are not needed to continue any existing agricultural uses on the subject property, in which case, such transfer shall not be required as long as such agricultural uses are active.

    b. Prior to the developer(s)/owner(s) selling water, Water Use Permits, or water-use rights, the developer(s)/owner(s) shall notify Pasco County, and Pasco County

shall have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.

Stormwater

33. The applicant shall contact the SWFWMD Engineering & Watershed Management Section for the latest floodplain study information available for design.

34. At the time of the first site development permit, the applicant shall comply with applicable County floodplain management requirements.

35. The developer acknowledges that the HOA and/or CDD documents shall include language to prevent the residential lots from filling below the 100-year floodplain and/or altering drainage patterns on residential lots without permitted approval from Pasco County and/or SWFWMD as applicable. The HOA and/or CDD documents shall be provided to Pasco County for review and approval at the time of plat review.

36. The applicant shall verify if the proposed project is within a Basin of Special Concern. If the project lies in or partially within a Basin of Special Concern, the applicant shall comply with Basin of Special Concern criteria requirements.

37. All pass-through drainage shall have an access and maintenance easement over it. This easement shall be to Pasco County granting the County the right, but not obligation, to access and maintain.

Land Use

38. The residential dimensional standards are as follows:

    a. Townhome

        (1) Minimum Lot Width of 18 feet

        (2) Minimum Lot Depth of 95 feet

        (3) Minimum Front-Yard Setback of 20 feet for body of building/23 Feet for garage

        (4) Minimum Side-Yard Setback of 10 feet

        (5) Minimum Corner Side-Yard Building Setback 15 feet

        (6) Minimum Rear-Yard Setback 10 feet

        (7) Minimum Rear-Yard Setback Accessory 5 feet

        (8) Maximum Height of 2 Story/35 feet

(9) Maximum Lot Coverage of 85 Percent Total – Principal and Accessory Structure (subject to compliance with greenspace, landscaping and setbacks)

(10) Townhome buildings shall be limited to 3-8 units per building

b. Single-Family Detached

(1) Minimum Lot Width of 40 feet

(2) Minimum Lot Depth of 110 feet

(3) Minimum Front-Yard Setback of 20 feet for body of building; front porches can encroach up to seven (7) feet /23 Feet for garage

(4) Minimum Side-Yard Setback of 5 feet*

(5) Minimum Corner Side-Yard Building Setback 15 feet

(6) Minimum Rear-Yard Setback of 10 feet

(7) Minimum Rear-Yard Setback Accessory 5 feet

(8) Maximum Height of 35 feet

(9) Maximum Lot Coverage of 75 Percent—Principal and Accessory Structure (subject to compliance with greenspace, landscaping and setbacks)

*Side-yard setbacks may be reduced to no less than 5 feet subject to compliance with LDC Section 902.2.K.2.b.

39. When 40-foot-wide single-family detached lots account for more than 50% of the residential units in a development (the "Threshold"), any 40-foot-wide single-family detached lots that exceed the Threshold shall be rear-loaded (no driveways in the front of the houses). Any other single-family detached lots in the development shall be at least 50-feet wide.

40. 100% of any MPUD's single-family residential lots may be 40-feet wide, if such lots are all rear-loaded. Flexibility shall be given for alley-loaded or rear-loaded development.

41. The following shall apply to all townhomes:

a. Townhome buildings shall be limited to 3-8 units per building.

b. Rear-loaded townhomes shall be designed with parking and access located to the rear of the structure.

42. Townhome products using typical townhome neighborhood design with individual driveways to accommodate parking for each townhome unit shall be platted.

43. Architectural design and monotony control standards are as follows:

a. Monotony Control for Single-family detached units:

Single-family detached houses shall be required to address the following requirements to avoid architectural monotony:

i. A proposed home shall have three different architectural features (as defined below) from the two houses on either side of it that face the same street.
ii. A proposed home shall differ in architectural features (as defined below) from the house(s) directly across the street (i.e., the house directly across the street, but not diagonal or those on either side of the house directly across the street).
iii. The rear of a proposed home shall differ in appearance (as set forth in section (b)(ii) below) from the houses directly adjacent to it when facing another road.

b) Architectural Features (Single Family Detached)

To establish a difference in architectural features between homes of the same model type facing a street or mews, a minimum of three (3) architectural features shall differ on all 40-foot and 50-foot lots.

i. These features shall include different: colors, materials (e.g., stucco, siding, brick, stone, etc.), elevations, arrangement of openings such as windows and doors, gables and eaves, dentils, cornices, trim, division of lights within windows, variation of building elevation (i.e., height, recessed planes etc.) porches, porticos, dormers, location of garage (left, right or rear), ornamental or decorative garage doors, ornaments such as medallions, shutters etc., and color or material of rooftops (e.g., shingles, tiles etc.). If different models of homes are adjacent to or across from each other, monotony is avoided.
ii. For the rear of homes that back-up to or face a street (i.e., local, collector, or arterial), the differing appearance shall be accomplished, at a minimum, by the reversal of floor plans or changes in material colors.
iii. No more than 20% of garages shall protrude more than 8 feet beyond the roof line of each single family detached unit and each such garage (protruding more than 8 feet beyond the roof line) shall contain decorative garage fronts.

c) Architectural Features (Townhomes)

Each townhome building with 3-8 units shall have three (3) different architectural features from the following list:

i. Varying roof styles (Hip, Gable, Boston Hip)
ii. Arrangement of window openings
iii. Window grids
iv. Siding types (lap, board and batten, brick, stone, etc.)

v. Accent lap siding at gables (faux louvers)
vi. Raised stucco banding
vii. Hardee board banding (or similar material type)
viii. Decorative shutters
ix. Decorative brackets
x. Stucco cornices (headers) at windows, doors, garage doors
xi. Decorative coach lights
xii. Building forward design (building chassis 3 foot to 5 foot in front of garage

44. The applicant/developer has committed to, and is hereby requiring, the foregoing architectural and monotony controls, notwithstanding any potential contrary requirements in Section 163.3202(5)(a), Florida Statutes. This condition shall be construed as a requirement imposed by the applicant/developer pursuant to Section 163.3202(5)(c), Florida Statutes, and not a requirement of the County, to the extent that Section 163.3202(5)(a), Florida Statutes, prevents the County from applying or enforcing architectural or monotony controls in this MPUD.

45. Trees in Single-Family Detached Residential Areas:

a. Each front-loaded single-family detached lot shall have a minimum of two (2) shade trees on or in front of the lot, one (1) of which may be in the side or front yard and one (1) of which must be in the front of the home but may be either a street tree (in front of the lot) or a lot tree (in front yard).

46. The following are the minimum landscape requirements that shall be included for front-loaded townhomes:

Landscaping/Greenspace Table			
Townhomes Per Building	Min Green Space Sq Ft	Min Shade Trees	Min landscaped beds % of Greenspace
3	800	2	15%
4	900	2	15%
5	1,050	3	15%
6	1,200	3	15%
7	1,350	4	15%
8	1,500	4	15%
* Greenspace calculated from the face of the building to the back of curb, inclusive of the area in front of the building face in the side yard.			
** Utility boxes, light fixtures and similar facilities are allowed in the Greenspace without penalty			

Any lot/street trees required by the table above will be a shade tree or palm tree (at a ratio of three (3) palms to every-one (1) shade tree). Front yard lot/street trees in a townhome block may not be substituted with understory or ornamental trees (including queen palms or crepe myrtles). In order to accomplish the foregoing landscaping objectives for townhouses, no driveway flares shall be required for townhouses and water main lines may be installed under sidewalks in townhouse phases.

47. Street Type Standard for Townhomes

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a. The following street type shall be required for townhome products.

i. 50-foot right-of-way (ROW)
ii. Twenty-two (22) feet of urban pavement width (dual 11-foot drive lanes)
iii. Five (5) foot sidewalks on either side of the street
iv. Seven (7) feet of sod/tree strip on either side of the street between the sidewalk and the street
v. Two (2) foot curbs (vertical design, e.g., Type D, F, etc.)

In such phases, to allow additional room for trees and landscaping, utility easements will be allowed under sidewalks, such that 5' of the utility easement is under the sidewalk (ROW), and 5' is on the lot. Additionally, in such phases, water main and sanitary lines may be installed under streets or sidewalks in townhome development ROWs.

48. The landscape buffers are to be located within tracts for residential developments and cannot be counted toward the minimum setback requirements. The applicable side- or rear-yard setback shall be measured from the landscape buffer tract line.

49. Recreation-center development standards shall be in accordance with the C-1 Neighborhood Commercial District.

50. Subject to exchanges permitted by the LUEM, the total aggregate number of dwelling units for Murphy Road MPUD shall not exceed 398 single family units and 274 townhomes. The approved residential entitlements (672 single-family attached and detached residential units) may be exchanged in accordance with Land Use Equivalency Matrix (the "LUEM") attached hereto as Attachment "A". The trip generation shall be based on the pm peak hour rates contained in the ITE trip generation manual, 10th ed. Land use exchange requests submitted to the Planning and Development Department for review and approval in accordance with the LUEM or as otherwise permitted hereby shall not constitute an amendment to the MPUD.

51. The maximum density or square footage set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable County ordinances and resolutions.

52. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

53. The developer(s) may designate, on the Master Development Plan, a site or sites which do not exceed a total of 2 acres, to be used for recreational vehicle storage for the exclusive use of the Murphy Road MPUDs residents. The site(s) must obtain PSP approval prior to development and be owned by the mandatory homeowners'/property owners'/ condominium owners'/merchants' association or CDD.

54. For single-family attached products, the developer may utilize one model center per product type which can exceed the ten percent maximum allowed model center lots per the LDC.

55. Interim silvicultural and/or agricultural activities shall be permitted until the commencement of development for that portion of the proposed development. Seasonal temporary uses pursuant to Section 530.9 LDC may be allowed with subsequent approval, pursuant to the County's Miscellaneous Permit process for temporary events.

Procedures

56. Each Developer shall ensure that the HOA(s) required to be established under this MPUD incorporates the architectural, tree and greenspace requirements in Condition Nos. 43, 45 and 46 into the HOA covenants, conditions, and restrictions for each applicable residential phase and shall ensure that such HOA(s) is the primary enforcement entity for such requirements in such residential phase(s) after the MPUD entitlements have received a final inspection or Certificate of Occupancy, and the only enforcement entity for the architectural requirements. If the County becomes aware of violations of Conditions Nos. 43, 45 and 46, the County reserves the right to hold the applicable developer (until the turnover to the applicable HOA) and/or the applicable HOA responsible for violations of the foregoing requirements. This condition shall not be construed as any attempt by the County to enforce architectural requirements in this MPUD; rather, the condition is intended to ensure that the developer and HOA honor their commitment to privately impose such requirements pursuant to Section 163.3202(5)(c), Florida Statutes.

57. On-street Parking: The HOA or CDD required to be established under this MPUD shall include provisions for the management of on-street parking and obstruction of roadways, including without limitation covenants, conditions, and restrictions which require the HOA or CDD, as applicable, to be the primary enforcement entity for all current or future LDC or Code of Ordinance provisions related to on-street parking and obstruction of roadways, and which require the HOA or CDD, as applicable, to adopt and enforce specific regulations which empower the HOA or CDD Board, as applicable, to adopt, enforce, and otherwise regulate on-street parking and obstruction of roadways within the subdivision, which regulations may be more restrictive than applicable LDC or Code of Ordinance provisions. Such regulations shall specifically include the authority for the HOA or CDD to tow vehicles that violate such regulations. Such HOA or CDD enforcement shall include, at a minimum, any obstruction of any roadway in the subdivision that causes interference with the efficient delivery of emergency or law enforcement services and/or vehicles at any time, whether or not emergency services have been requested. This condition, and the applicable HOA or CDD regulations, do not preclude the County from also enforcing applicable LDC or Code of Ordinance provisions relating to on-street parking or obstruction of roadways. In addition to the other requirements of this condition, the HOA or CDD required to be established under this MPUD shall include provisions which limit parking to one side of each street within the MPUD (in those areas where on-street parking is allowed at all pursuant to the LDC) so as to avoid the obstruction of on-site roadways, but providing such a parking limitation shall not implicate the provisions of LDC Section 907.1.E. requiring additional 0.25 visitor parking spaces. The foregoing parking limitation does not prevent developer from providing dedicated parking stalls on both sides of a street outside the travel lane.

58. A disclosure statement regarding the construction of all future roadways abutting and through the MPUD shall be included in all sales contracts for residential and nonresidential

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sales with the MPUD. This disclosure shall include the future roadway's number of lanes and construction timing, if applicable. Such disclosure statement shall also include language notifying the future residents of the portion of the MPUD lying north of Daughtery Road that their access may be closed from time to time to the remainder of the MPUD for the construction or maintenance of the Daughtery Road extension through the MPUD.

59. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or the issuance of the first CO where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

60. The developer(s) shall submit and obtain approval of a Substantial Modification to add uses not previously approved or to reduce open-space or preservation/conservation areas. A Substantial Modification is also required if there is a cumulative increase in density or intensity of ten percent or more in the number of average daily trips as defined by the Institute of Traffic Engineers and the Pasco County Access Management Team.

61. Unless otherwise approved by the Fire Marshal, or designee, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer(s) shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Fire Marshal, or designee has received such a petition.

62. A PDP/PSP must be approved for an entire increment (bubble) prior to any phased construction plan/construction site plan approval. An increase in dwelling units within increments is allowed without modification to the master plan as long as the total maximum number of entitlements is not increased as approved for the MPUD, or such increase is otherwise permitted by an exchange permitted by the LUEM or otherwise hereby. A PSP must also be approved for each multiple-family (non-fee simple), recreational vehicle, or commercial increment in its entirety prior to any phased construction site plan approval.

63. PDP/PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received PDP/PSP approval, construction plan/construction site plan approval, and/or record plat approval.

64. If a PDP/PSP for the entire MPUD is not submitted and approved by December 31, 2030 (subject to any statutory or County-wide extensions issued subsequent to the approval of these revised conditions of approval), the conditions of approval for those portions of the MPUD that do not have (unexpired) PDP or PSP approval shall expire. If the MPUD expires, a new MPUD must be applied for and approved by the BCC, and the conditions of approval shall be in accordance with the Comprehensive Plan and LDC in effect at that time.

65. An extension of time limit for approval as identified above shall be processed as a substantial modification approved by the BCC.

66. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC approved document** is completed (including notarization) and received by the PDE after the BCC action.

67. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification, or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

@@OWNER@@'@@/DEVELOPER@@'@@ ACKNOWLEDGMENT:

The owner acknowledges that it has read, understood, and accepted the above-listed conditions of approval. **Do not sign this document until a final disposition from the BCC regarding this Petition has been received.**

_____ _____
Date Signature

_____
Print Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date), by _____(name of corporation acknowledging) a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

_____
NOTARY

MURPHY MPUD

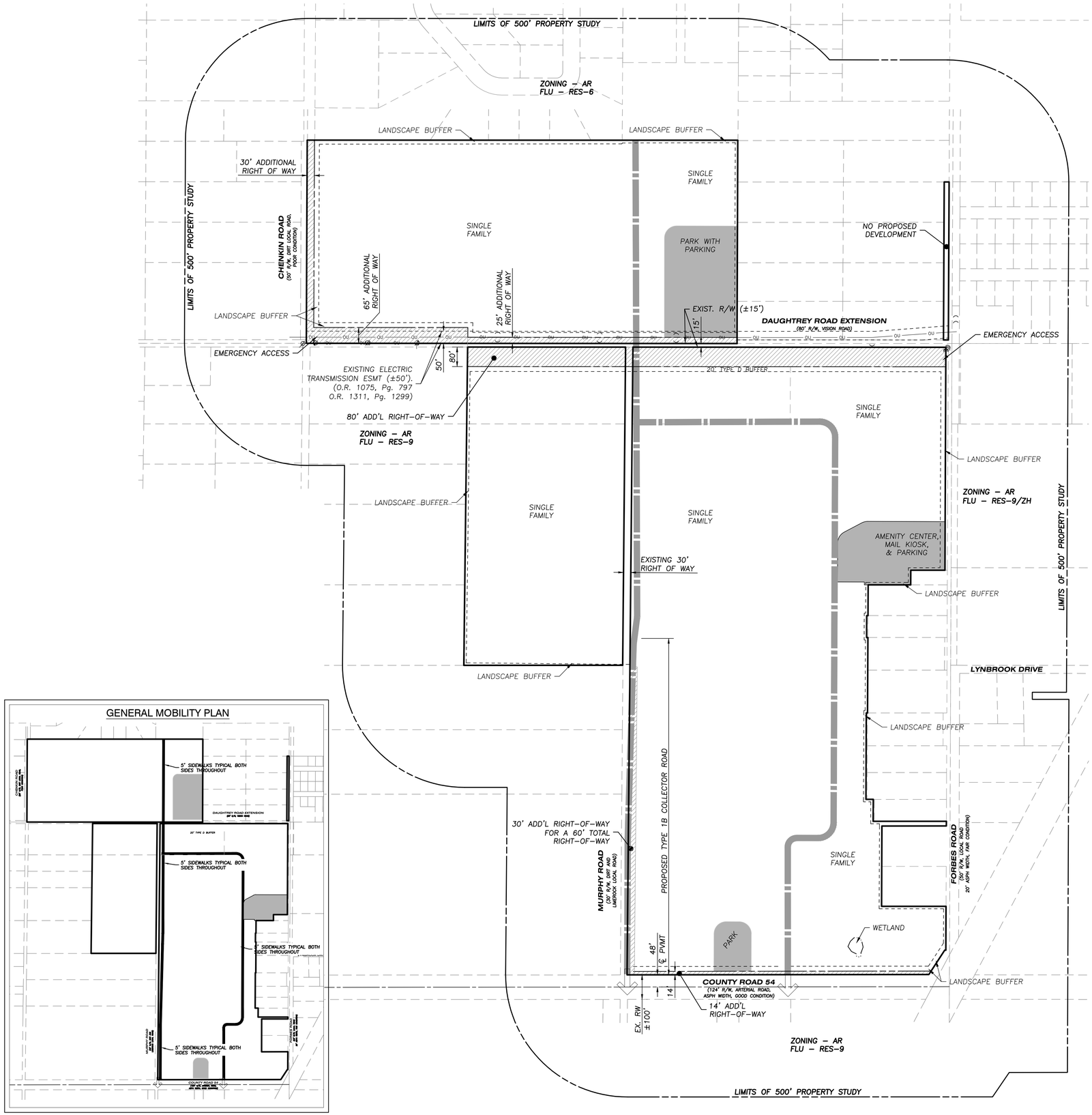
LAND USE EQUIVALENCY MATRIX

MARCH 28, 2024

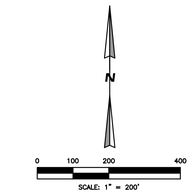
CONVERT FROM	CONVERT TO: Single Family Detached Residential (ITE LUC 210)	CONVERT TO: Single Family Attached Residential (ITE LUC 215)
Single Family Detached Residential (ITE LUC 210)	**N/A**	**1.65** MFDU per SFDU
Single Family Attached Residential (ITE LUC 215)	**0.61** SFDU per MFDU	**N/A**

NOTE: TRIP RATES BASED ON ITE TRIP GENERATION MANUAL, 11TH EDITION, PM PEAK HOUR OF ADJACENT STREET TRAFFIC

EXAMPLE 1: Convert **100 SFD units** to **165 SFA units** [100 x 1.65 = 165]
EXAMPLE 1: Convert **100 SFA units** to **61 SFD units** [100 x 0.61 = 61]



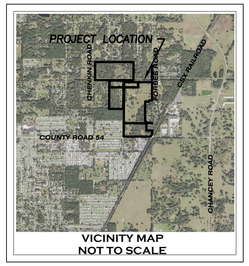
GENERAL MOBILITY PLAN



LEGEND

- AMENITY/PARK CONCEPTUAL LOCATION
- CONCEPTUAL RIGHT OF WAY
- R/W TO BE DEDICATED
- CONCEPTUAL ACCESS POINTS

*NOTE: ALL ROADS ARE LOCAL UNLESS OTHERWISE NOTED



OWNER/DEVELOPER
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C.A. NO. 28358

SHEET TITLE: MPUD REZONING - MASTER PLAN

MURPHY ROAD MPUD
FORBES ROAD & C.R. 54, ZEPHYRHILLS
PASCO COUNTY, FLORIDA

NO.	DATE	REVISION	BY
1	11/4/22	ADD TRAILS	JJM
2	12/19/22	RIGHT OF WAY	JJM
3	02/20/23	LAYOUT & BUFFERS	JJM
4	08/10/23	COLLECTOR RD	JJM
5	06/10/24	ADDITIONAL R/W	JJM
6	02/19/25	LANDSCAPE BUFFERS, EMERG. ACCESS	JJM
7	06-26-25	ADD'L PARCEL	JJM
8	07-02-25	REMOVE R/W VACATING NOTE	HEM

This item has been digitally signed and sealed by Heather E. Wertz, PE on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DATE: 01-05-2022
SEC TWP RNG: 36,1 / T25S, T26S / R21E
JOB #: 21-0041-0031
DRAWN BY: HICKMAN
CHECKED BY: WERTZ

1 of 3

P:\0002 Oakley Rhinehart Cassidy\0006 Murphy Property\Master\10MCs\Preliminary\CS-101-RZ-TH2.dwg (RZ) heatherw Jul 02, 2025 - 10:28am

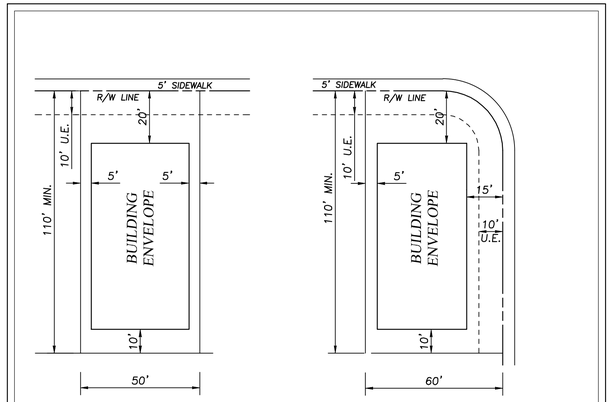
DESCRIPTION: (As Prepared by GeoPoint Surveying Inc.)
Parcel 1
A portion of Tracts 1, 2, 15 through 18, 31, through 34, 47, through 50, 63 and 64 of Section 1, Township 26 South, Range 21 East, of ZEPHYRHILLS COLONY COMPANY, according to the map thereof as recorded in Plat Book 1, Page 55 of the public records of Pasco County, Florida, and being more particularly described as follows:
COMMENCE at the Northeast corner of Northeast 1/4 of said Section 1, run thence along the East boundary of said Northeast 1/4, S.00°13'56"W., a distance of 15.00 feet to the Easterly extension of the Northerly boundary of said Tract 1; thence along said Easterly extension and said North boundary of Tract 1, N.89°58'33"W., a distance of 25.00 feet; to the Northwest corner of the East 10 feet of said Tract 1, said point also being the POINT OF BEGINNING; thence along the West boundary of said East 10.00 feet, S.00°13'56"W., a distance of 913.41 feet to the North boundary of the South 60 feet of Tract 17; thence along said North boundary, N.89°59'43"W., a distance of 140.00 feet to the West boundary of the East 150.00 feet of Tract 17; thence along said West boundary S.00°13'56"W., a distance of 60.00 feet to the North boundary of said Tract 32; thence along said North boundary, N.89°59'43"W., a distance of 174.38 feet to the West boundary of the East 1/2 of Tract 32; thence along said West boundary, S.00°16'53"W., a distance of 126.00 feet to the South boundary of the North 126.00 feet of said Tract 32; thence along said South boundary, N.89°59'43"W., a distance of 5.51 feet to the West boundary of the East 330.00 feet of said Tract 32; thence along said West boundary, S.00°13'56"W., a distance of 90.00 feet to the South boundary of the North 216.00 feet of said Tract 32; thence along said South boundary, S.89°59'43"E., a distance of 5.43 feet to the West boundary of the East 1/2 of said Tracts 32 and 33; thence along said West boundary, S.00°16'53"W., a distance of 308.78 feet to the North boundary of the South 133.98 feet of said Tract 33; thence along said North boundary, S.89°59'05"W., a distance of 5.17 feet to the West boundary of the East 330.00 feet of said Tracts 33 and 48; thence along said West boundary, S.00°13'56"W., a distance of 353.98 feet to the South boundary of the North 220.00 feet of said Tract 48; thence along said South boundary, N.89°59'05"E., a distance of 30.00 feet to the West boundary of the East 300.00 feet of said Tract 48; thence along said West boundary, S.00°13'56"W., a distance of 90.00 feet to the South boundary of the North 310.00 feet of said Tract 48; thence along said South boundary, N.89°59'05"E., a distance of 300.00 feet to the East boundary of said Tract 48; thence along said East boundary, S.00°13'56"W., a distance of 19.18 feet to the Northeast corner of said Tract 49; thence along said North boundary, S.89°58'17"W., a distance of 264.00 feet to the West boundary of the East 264.00 feet of said Tract 49; thence along said West boundary, S.00°13'56"W., a distance of 329.24 feet to the North boundary of said Tract 64; thence along said North boundary, N.89°57'29"E., a distance of 264.00 feet to the East boundary of said Tract 64; thence along said East boundary, S.00°13'56"W., a distance of 179.74 feet to the North Right-of-Way of the lands described in Official Records Book 175, Page 222; thence along said North Right-of-Way of said lands described in Official Records Book 175, Page 222 and Official Records Book 175, Page 226 the following three (3) courses: (1) N.89°29'15"W., a distance of 4.64 feet; (2) S.33°12'49"W., a distance of 119.00 feet; (3) S.89°56'12"W., a distance of 1236.37 feet to the West boundary of said Tracts 2, 15, 18, 31, 34, 47, 50 and 63; thence along said West boundary, N.00°31'57"E., a distance of 2571.68 feet to the Northwest corner of said Tract 2; thence along the North boundary of said Tracts 1 and 2, S.89°58'33"E., a distance of 1282.30 feet to the POINT OF BEGINNING.
Containing 66.940 acres, more or less.
TOGETHER WITH
Parcel 2
A parcel of land lying in the Southeast 1/4 of Section 36, Township 25 South, Range 21 East, Pasco County, Florida, and being more particularly described as follows:
COMMENCE at the Southeast corner of said Section 36, run thence along the South boundary of said Section 36, N.89°58'33"W., a distance of 880.60 feet to the Southerly extension of the West boundary of Tracts 112, 113 and 128 of said Section 36 of ZEPHYRHILLS COLONY COMPANY, according to the map thereof as recorded in Plat Book 2, Page 6 of the public records of Pasco County, Florida; thence along said Southerly extension and the West boundary of said Tracts 112, 113 and 128, N.00°11'23"E., a distance of 25.00 feet to the North boundary of the South 25.00 feet of said Southeast 1/4, said point also being the POINT OF BEGINNING; thence along said North boundary, N.89°58'33"W., a distance of 1734.84 feet to the East boundary of the West 30.00 feet of said Southeast 1/4; thence along said East boundary, N.00°13'54"E., a distance of 807.36 feet to the Southwest corner of PRETTY POND ACRES, according to the plat thereof as recorded in Plat Book 37, Pages 58 through 60 of the public records of said county; thence along the South and East boundary of said PRETTY POND ACRES the following two (2) courses: (1) S.89°59'19"E., a distance of 1259.82 feet; (2) N.00°14'15"E., a distance of 0.24 feet to the South boundary of the lands described in Official Records Book 7620, Page 1767; thence along said South boundary, S.89°58'17"E., a distance of 474.42 feet to the aforesaid West boundary of Tracts 112, 113 and 128; thence along said West boundary, S.00°11'23"W., a distance of 807.84 feet to the POINT OF BEGINNING.
Containing 32.158 acres, more or less.
TOGETHER WITH
Parcel 3
Tracts 3, 14, 19 and 30 of Section 1, Township 26 South, Range 21 East, of ZEPHYRHILLS COLONY COMPANY, according to the map thereof as recorded in Plat Book 1, Page 55 of the public records of Pasco County, Florida, and being more particularly described as follows:
BEGIN at the Northeast corner of said Tract 3, thence along the East boundary of Tracts 3, 14, 19 and 30, S.00°31'57"W., a distance of 1303.53 feet to the Southeast corner of said Tract 30; thence along the South boundary of Tract 30, S.89°59'53"W., a distance of 650.85 feet to the Southwest corner of Tract 30; thence along the West boundary of Tracts 3, 14, 19 and 30, N.00°41'35"E., a distance of 1303.87 feet to the Northwest corner of said Tract 3; thence along the North boundary of said Tract 3, S.89°58'33"E., a distance of 647.19 feet to the POINT OF BEGINNING.
Containing 19.423 acres, more or less.
TOGETHER WITH
Parcel 4
A portion of Tracts 113 and 128 of Section 36, Township 25 South, Range 21 East, of ZEPHYRHILLS COLONY COMPANY, according to the map thereof as recorded in Plat Book 2, Page 6 of the public records of Pasco County, Florida, and being more particularly described as follows:
BEGIN at the Southeast corner of said Tract 128, run thence along the South boundary of said Tract 128, N.89°58'33"W., a distance of 20.00 feet to the West boundary of the East 20.00 feet of said Tracts 113 and 128; thence along said West boundary, N.00°17'23"E., a distance of 647.31 feet to the North boundary of said Tract 113; thence along said North boundary, S.89°58'18"E., a distance of 20.00 feet to the East boundary of said Tracts 113 and 128; thence along said East boundary, S.00°17'23"W., a distance of 647.31 feet to the POINT OF BEGINNING.
Containing 0.294 acres, more or less.
The above described 4 Parcels contain 118.815 acres, more or less.

GENERAL NOTES

- *ACCESS POINTS SHOWN ON PLAN ARE CONCEPTUAL. FINAL LOCATIONS SHALL BE DETERMINED AT TIME OF PDP/CP WITHOUT REQUIRING AN MPUD MODIFICATION.*
- *INTERNAL LOCAL ROADWAYS SHOWN ON PLANS ARE CONCEPTUAL. FINAL LOCATIONS SHALL BE DETERMINED AT TIME OF PDP/CP WITHOUT REQUIRING AN MPUD MODIFICATION.*
- *NEIGHBORHOOD PARKS LOCATIONS ARE CONCEPTUAL AND SHALL BE PROVIDED CONSISTENT WITH LDC SECTION 905.1 UNLESS AN ALTERNATIVE STANDARD IS APPROVED DURING THE REVIEW PROCESS.*
- *PROPOSED SITE DATA TABLE ARE ESTIMATES BASED ON CONCEPT PLAN AND SUBJECT TO CHANGE WITH FINAL ENGINEERING.*
- *IT IS ANTICIPATED THE PROJECT WILL BE DEVELOPED IN SEVERAL PHASES.*
- *THE MANAGEMENT OF COMMON AREAS AND FACILITIES SHALL BE THROUGH A CDD.*
- *WETLANDS SHOWN ARE PRELIMINARY. FORMAL DETERMINATION OF WETLANDS WILL BE REQUIRED PRIOR TO PDP/CP.*
- *RECREATION AND AMENITY CENTERS ARE ALLOWABLE USES IN RESIDENTIAL PARCELS.*
- *A LISTED SPECIES SURVEY WILL BE CONDUCTED DURING THE DESIGN STAGE, AND PERMITTING WILL BE THROUGH THE APPLICABLE AGENCIES, IF REQUIRED.*
- *SITE IS NOT WITHIN A WELLHEAD PROTECTION AREA.*
- *SITE IS NOT IN AN EVACUATION ZONE.*
- *SITE IS NOT WITHIN A PLANNING AREA.*
- *WIND CODE CATEGORY: 2012 RISK CATEGORY 3/4.*
- *SITE LIES IN THE EAST ZEPHYRHILLS AND UPPER WITHLACOOCHEE WATERSHED.*
- *POTABLE WATER SERVICE BY CITY OF ZEPHYRHILLS (8" WATERMAIN 500' EAST ON CR54).*
- *WASTEWATER SERVICE BY CITY OF ZEPHYRHILLS (FORCEMAIN 3000' EAST AT CHANCEY AND CR54)*
- *SOLID WASTE COLLECTION BY PRIVATE WASTE HAULER.*
- *PLAN DEVIATION: NO CUL-DE-SACS ON DEAD END/ NON-THROUGH STREETS LESS THAN 150' PROPOSED (LDC 901.6.D).*
- *PLAN DEVIATION: CROSS CONNECTION (LDC 901.6.d.11).*
- *ADDITIONAL RIGHT OF WAY DEDICATION SHOWN HEREON TO BE DETERMINED DURING SITE DESIGN AND PERMITTING.*

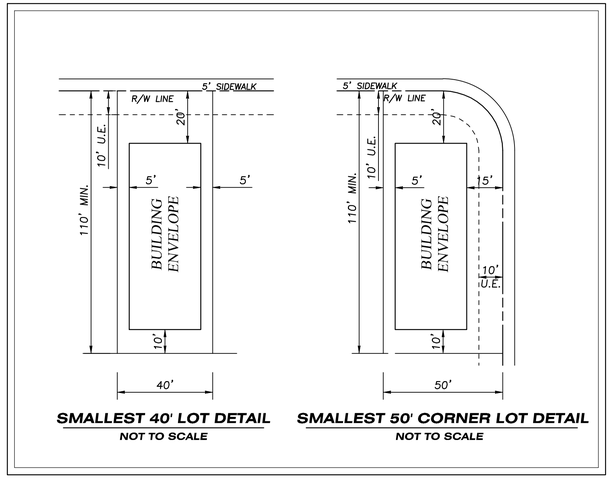
SITE DATA

- *PARCEL ID NUMBERS: 36-25-21-0000-00200-0000, 01-26-21-0010-00200-0000, 01-26-21-0010-00300-0000, 01-26-21-0010-01400-0000, 01-26-21-0010-00100-0000, 01-26-21-0000-04900-0010, 36-25-21-0010-12800-0010*
- *CURRENT ZONING: RMH AND AR*
- *FUTURE LAND USE: RES-6 (32.16 AC.) AND RES-9 (86.66 AC.)*
- *PROPOSED ZONING: MPUD*
- *PROJECT AREA: 118.82 ACRES*
- *PROPOSED USE: SINGLE FAMILY DETACHED (86.66 AC.) & SINGLE FAMILY ATTACHED (32.16 AC.)*
- *PROPOSED NUMBER OF LOTS: 672*
  - *NO MORE THAN 45% OF TOTAL LOTS TO BE TOWN HOMES*
  - *NO MORE THAN 40% OF TOTAL SINGLE FAMILY DETACHED LOTS TO BE 40' LOTS*
- *DENSITY ALLOWED: 6 (32.16 AC.) & 9 (86.66 AC.) =8.19 UNITS/ACRE OVERALL*
- *DENSITY PROPOSED: 672 UNITS/118.68 AC = 5.66 UNITS/ACRE OVERALL*
- *SINGLE FAMILY DETACHED*
  - *SETBACKS:*
    - *FRONT: 20'*
    - *SIDE: 5' (SEE 902.2.K.2.b.)*
    - *REAR: 10'*
    - *REAR YARD ACCESSORY: 5'*
    - *CORNER: 15'*
  - *MINIMUM LOT WIDTH: 40'*
  - *MINIMUM LOT DEPTH: 110'*
  - *MINIMUM LOT SIZE: 4,400 SF*
  - *MAX LOT COVERAGE: 75%*
- *SINGLE FAMILY ATTACHED SETBACKS:*
    - *FRONT: 20'*
    - *SIDE: 10'*
    - *CORNER SIDE: 15'*
    - *REAR: 10'*
    - *REAR YARD ACCESSORY: 5'*
    - *CORNER: 15'*
  - *MINIMUM LOT WIDTH: 18'*
  - *MINIMUM LOT DEPTH: 95'*
  - *MINIMUM LOT SIZE: 1,710 SF*
  - *MAX LOT COVERAGE: 85%*
- *MAXIMUM BUILDING HEIGHT: 35 FEET/ 2 STORIES*
- *EXISTING WETLANDS: 0.07 ACRES*
- *FLOOD ZONES: X & AE (BFE 79.3') - PANEL NO. 12101C0293F EFF. 9/26/2014*
- *SOILS: ARRENDARDO FINE SAND, KENDRICK FINE SAND AND BASSINGER FINE SAND*
- *INTERNAL LOCAL RIGHT OF WAY WIDTH: 50'*
- *INTERNAL LOCAL PAVEMENT WIDTH: 22' MINIMUM PLUS CURB AND GUTTER*
- *INTERNAL COLLECTOR RIGHT OF WAY WIDTH: 60'*
- *INTERNAL COLLECTOR PAVEMENT WIDTH: 24' MINIMUM PLUS CURB AND GUTTER*
- *MANAGEMENT OF COMMON AREAS AND FACILITIES WILL BE PROVIDED BY ESTABLISHED C.D.D.*
- *REQUIRED ACCESS: 2 FULL AND 2 EMERGENCY*
  - *PROVIDED FULL ACCESS - 2 ON CR54*
  - *PROVIDED EMERGENCY ACCESS - 2 ON DAUGHTREY*
- *LANDSCAPE BUFFERS SHALL BE PER CODE AND APPROVED AT PDP/PSP UNLESS AN ALTERNATIVE IS APPROVED.*



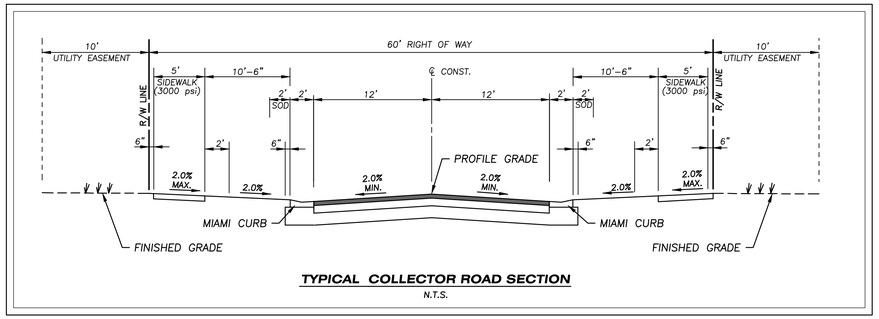
SMALLEST 50' LOT DETAIL
NOT TO SCALE

SMALLEST 60' CORNER LOT DETAIL
NOT TO SCALE

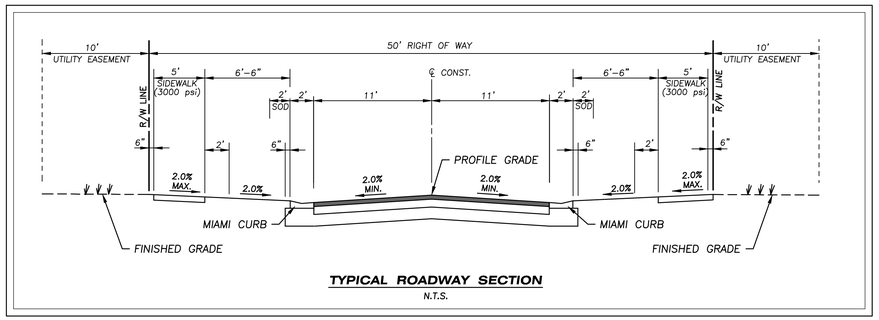


SMALLEST 40' LOT DETAIL
NOT TO SCALE

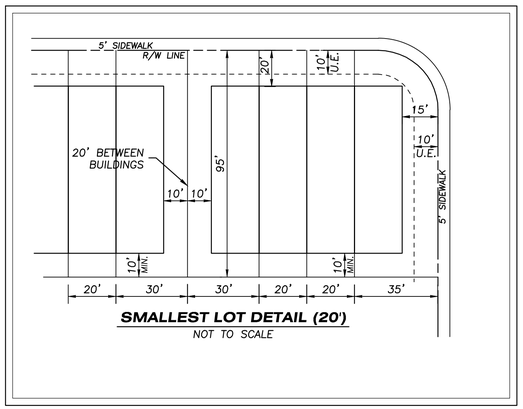
SMALLEST 50' CORNER LOT DETAIL
NOT TO SCALE



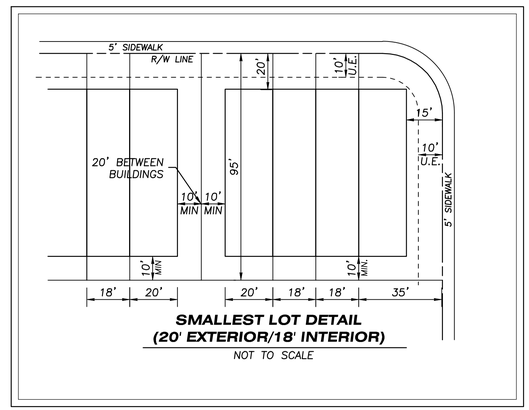
TYPICAL COLLECTOR ROAD SECTION
N.T.S.



TYPICAL ROADWAY SECTION
N.T.S.



SMALLEST LOT DETAIL (20')
NOT TO SCALE



SMALLEST LOT DETAIL (20' EXTERIOR/18' INTERIOR)
NOT TO SCALE

ABSOLUTE ENGINEERING, INC.
1000 N ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
(813) 221-1516 TEL
(813) 344-0100 FAX
C.A. NO. 28358

SHEET TITLE: MPUD REZONING - PROPERTY DESCRIPTION

MURPHY ROAD MPUD
FORBES ROAD & C.R. 54, ZEPHYRHILLS
PASCO COUNTY, FLORIDA

NO.	DATE	REVISION	BY
1	11/14/22	SITE DATA	JJM
2	12/05/22	SITE DATA & GENERAL NOTES	JJM
3	08/10/23	SITE DATA & GENERAL NOTES	JJM
4	09/26/23	COLLECTOR RD SEC. & SETBACKS	JJM
5	11/29/23	NOTES, SETBACKS	JJM
6	01/19/24	SETBACKS	JJM
7	02/19/24	SITE DATA NOTES	JJM
8	06-26-25	ADDL PARCEL ID NUMBER	JMH

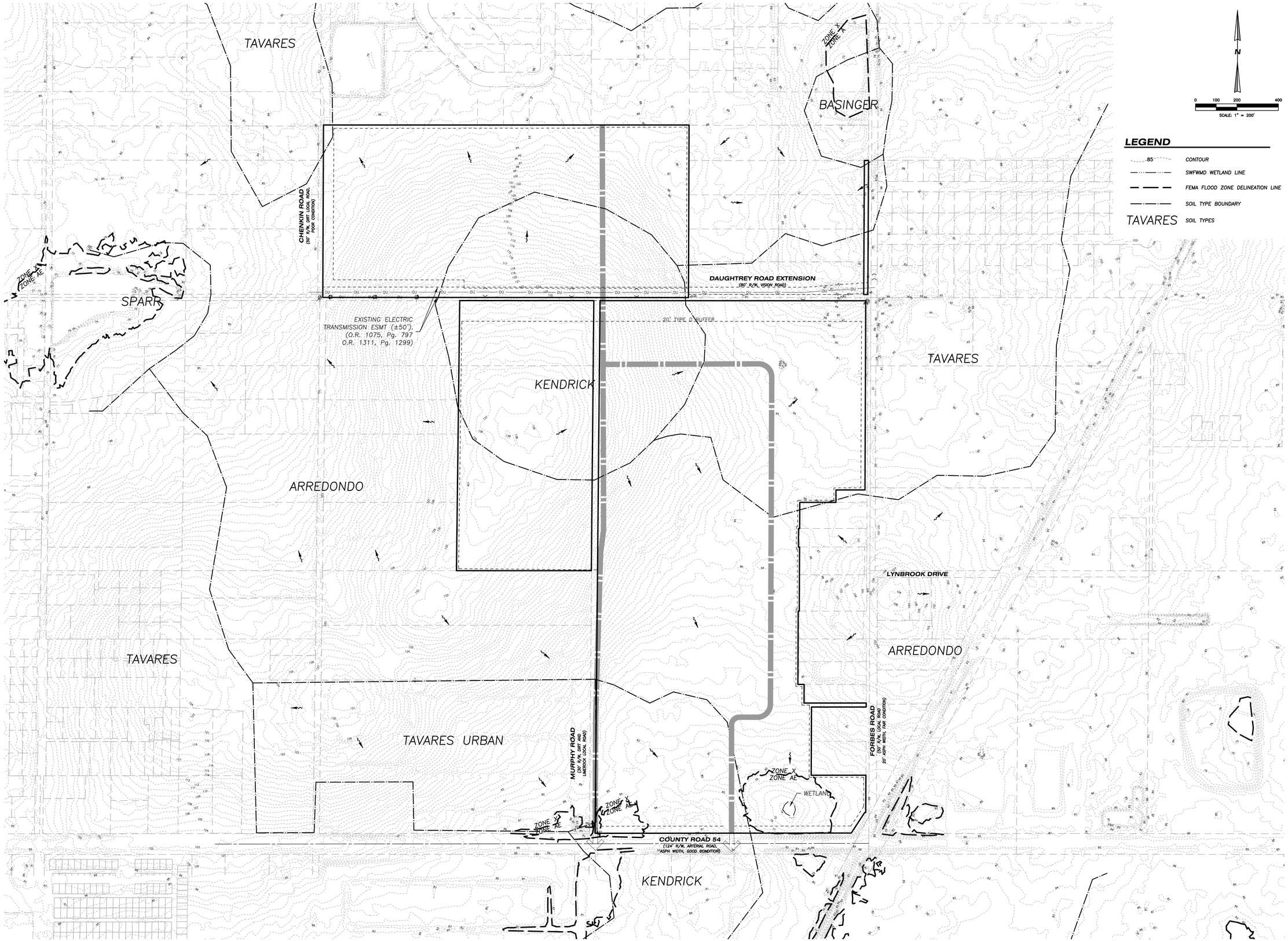


This item has been digitally signed and sealed by Henry Wallace, PE on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

June 26, 2025

DATE: 01-26-2022
SEC TWP RNG: 36,1 / T25S, T26S / R21E
JOB #: 21-0041-0031
DRAWN BY: JMH
CHECKED BY: HEW

P:\0002 Oakley Rhinehart Cassidy\0006 Murphy Property\Master\10WCs\Preliminary\CS-101-RZ-TH2.dwg (DESC) johnh Jun 26, 2025 - 9:34am



P:\0002 Oakley Rhinehart Cassidy\0006 Murphy Property\Master\1DWGs\Preliminary\CS-101-RZ-TH2.dwg (TOPO) JJM Mar 19, 2024 - 8:51am

ABSOLUTE ENGINEERING, INC.
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358
(813) 221-1516 TEL
(813) 344-0100 FAX

SHEET TITLE:
MPUD REZONING - TOPO CONTOURS & SOILS CLASSIFICATION

MURPHY ROAD MPUD
FORBES ROAD & C.R. 54, ZEPHYRHILLS
PASCO COUNTY, FLORIDA

NO.	DATE	REVISION	BY
1	11/4/22	LEGEND	JJM
2	07/05/23	FLOW ARROWS	JJM

NEWTON E. SHEPHERD
LICENSED
No 54691
STATE OF FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Heather E. Shepherd, PE on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

March 19, 2024

DATE: 01-26-2022
SEC TWP RNG: 36,1 / T25S, T26S / R21E
JOB #: 21-0041-0031
DRAWN BY: JMH
CHECKED BY: HEW

3 of 3

MURPHY SUBDIVISION

MPUD REZONING

TIMING & PHASING ANALYSIS

JULY 14, 2022

Prepared For:

GLK REAL ESTATE, INC.
346 East Central Avenue
Winter Haven, Florida 33880

RAYSOR Transportation Consulting

19046 Bruce B. Downs Boulevard, Suite 308
Tampa, Florida 33647
(813) 625-1699 | (813) 413-7432 fx
ENB No. 27789

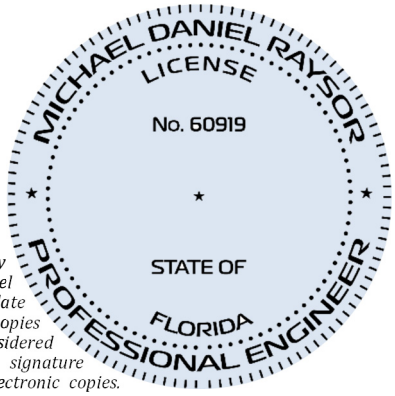
PROFESSIONAL ENGINEERING CERTIFICATE

I hereby certify that I am a registered professional engineer in the State of Florida, practicing with RAYSOR Transportation Consulting, LLC, a corporation authorized to operate as an engineering business (ENB No. 27789), by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and I have prepared or approved the evaluation, findings, opinions, conclusions, or technical advice hereby reported for:

PROJECT:	Murphy Subdivision
LOCATION:	Pasco County, Florida
REPORT TYPE:	Timing & Phasing Analysis
REPORT DATE:	July 14, 2022
PREPARED FOR:	GLK Real Estate, LLC

I acknowledge that the procedures and references used to develop the results contained in this report are standard to the professional practice of transportation engineering as applied through professional judgment and experience.

RAYSOR Transportation Consulting



This item has been digitally signed and sealed by Michael Daniel Raysor P.E., on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

MURPHY SUBDIVISION

MPUD REZONING

TIMING & PHASING ANALYSIS

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SECTION 2.0 Project Description 1
SECTION 3.0 Project Site Trip Generation 1
SECTION 4.0 Study Area 5
SECTION 5.0 Traffic Volumes 5
SECTION 6.0 Roadway Segment Analysis 5
SECTION 7.0 Off-Site Intersection Analysis 9
SECTION 8.0 Site Access Evaluation 9
SECTION 9.0 Conclusion 10

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APPENDIX A: Methodology Statement
APPENDIX B: TBRPM Select Zone Analysis
APPENDIX C: Traffic Volumes & Adjustment Factors
APPENDIX D: Roadway Segment Capacity Values
APPENDIX E: Off-Site Intersection Analysis
APPENDIX F: Site Access Intersection Analysis
APPENDIX G: Site Access Turn Lane Warrant Evaluation

MURPHY SUBDIVISION

MPUD REZONING

TIMING & PHASING ANALYSIS

1.0 | INTRODUCTION

This report documents a TIMING & PHASING ANALYSIS performed in association with an MPUD rezoning for the **MURPHY SUBDIVISION**. This analysis was performed consistent with §901.12 of the Pasco County Land Development Code (LDC), and the traffic study methodology statement documented in ***APPENDIX A***.

2.0 | PROJECT DESCRIPTION

The subject project site is located on the north side of County Road 54, west of Forbes Road, in Pasco County, Florida. Refer to ***FIGURE 1.0*** for the project site location map. The subject project site is planned to be rezoned to MPUD to accommodate the development of 398 single family residential units and 274 townhomes. Refer to ***FIGURE 2.0*** for the project site concept plan. The buildout date of the project was assumed as 2030, which was used as the analysis-horizon for this TIMING & PHASING ANALYSIS.

3.0 | PROJECT SITE TRIP GENERATION

Trip generation was estimated for the project site based on the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (11th edition); as summarized in ***TABLE 1.0***. The distribution of project generated traffic was estimated based on a select-zone run of the Tampa Bay Regional Planning Model (TBRPM). Refer to ***APPENDIX B*** for documentation of the TBRPM, and ***FIGURE 3.0*** for the resulting distribution of project generated traffic.

TABLE 1.0 | **PROJECT SITE TRIP GENERATION ESTIMATE SUMMARY**

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Formula	Trips	Formula	Trips	Enter	Exit	Formula	Trips	Enter	Exit
210	Single Family Residential	398 units	Ln(T)=0.92*Ln(X)+2.68	3,596	Ln(T)=0.91*Ln(X)+0.12	262	68	194	Ln(T)=0.94*Ln(X)+0.27	364	229	135
220	Multi Family Residential	274 units	T=6.41(X)+75.31	1,832	T=0.31(X)+22.85	108	26	82	T=0.43(X)+20.55	138	87	51
TOTAL TRIPS			--	**5,428**	--	**370**	**94**	**276**	--	**502**	**316**	**186**

***FIGURE 1.0* | PROJECT SITE LOCATION**

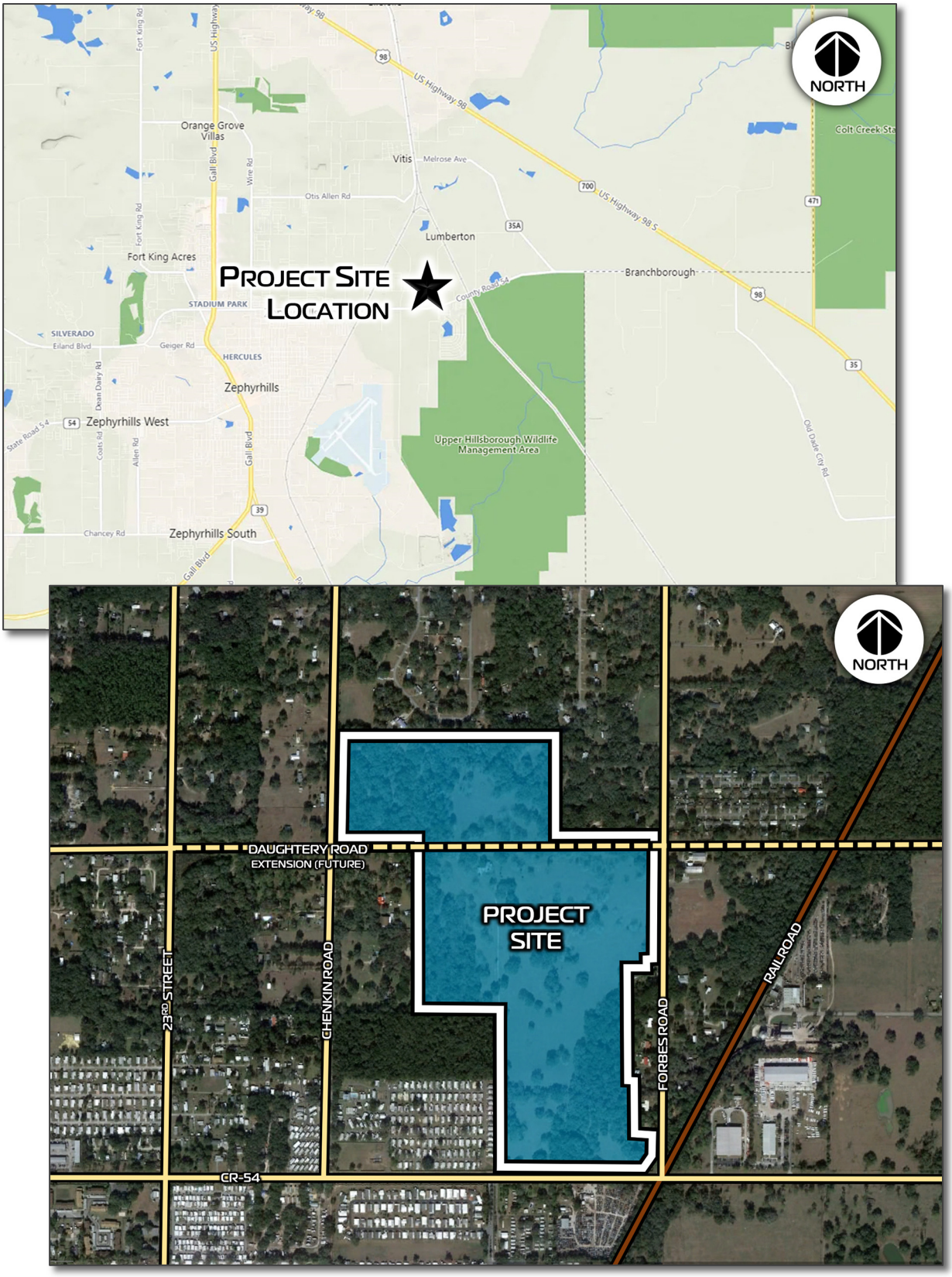


***FIGURE 2.0* | PROJECT SITE CONCEPT PLAN**

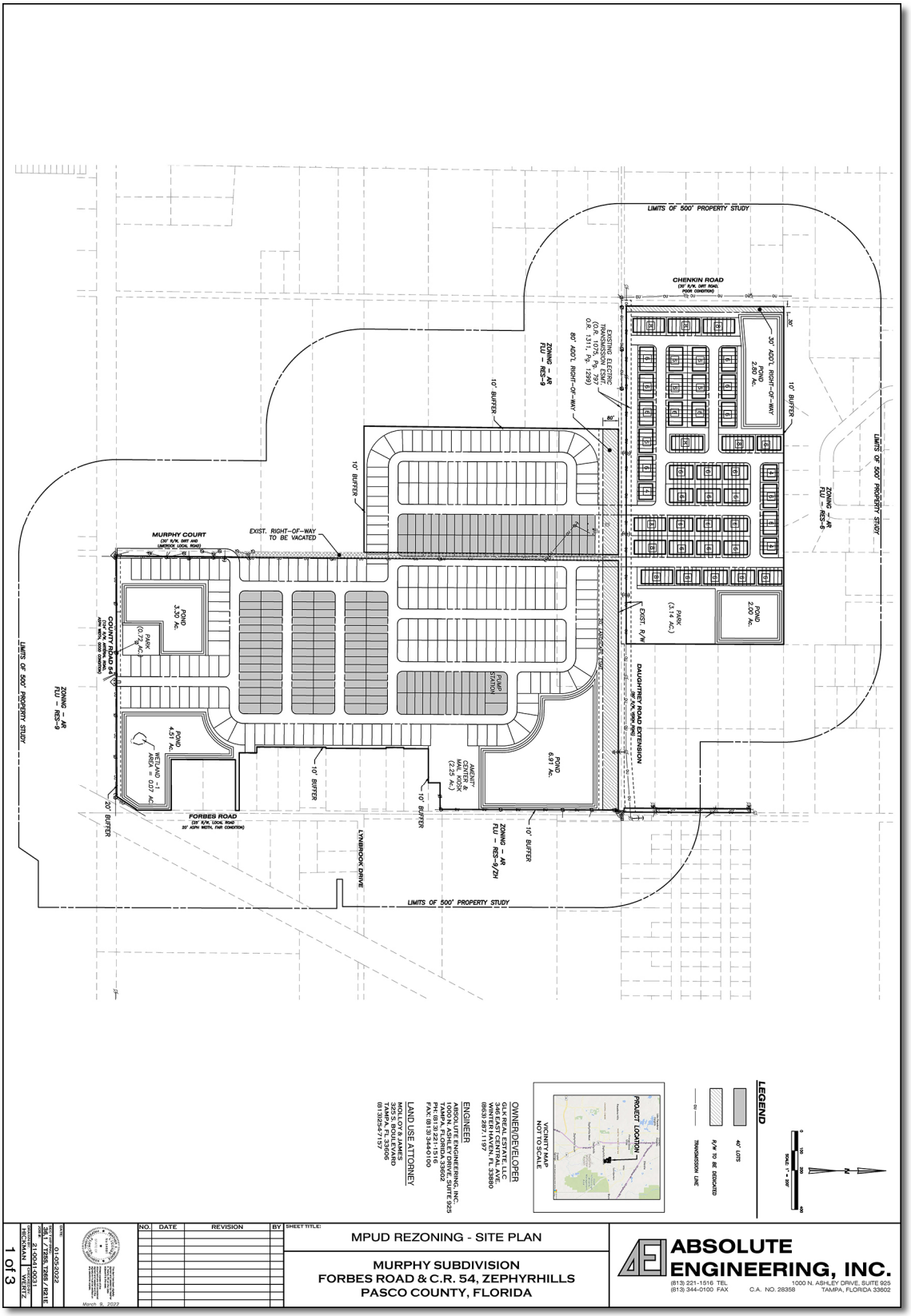
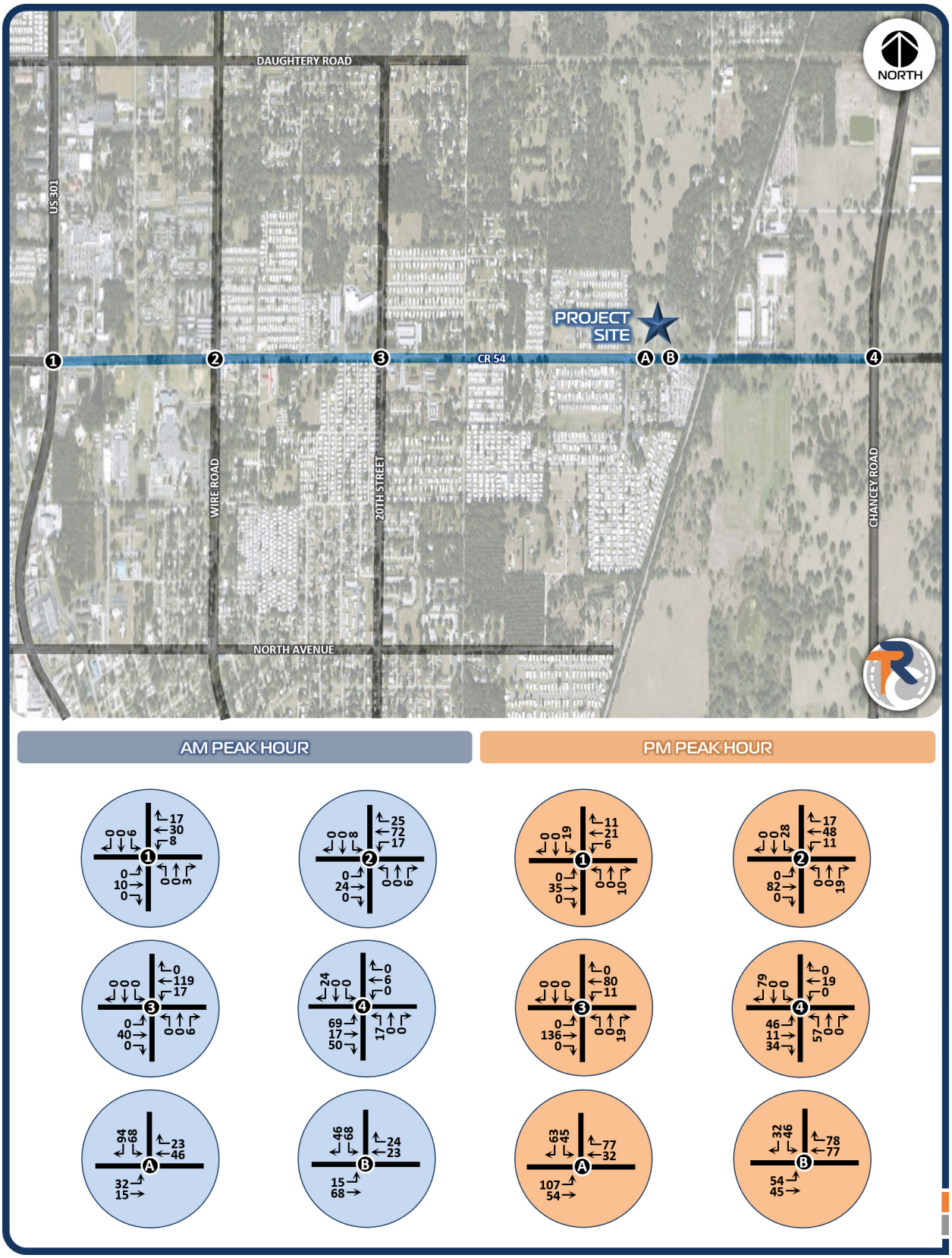


***FIGURE 3.0* | PROJECT GENERATED PEAK HOUR TRAFFIC VOLUMES**



4.0 | Study Area

The study area was determined to consist of the following roadway segments and intersections:

- **Roadway Segments**
  - County Road 54 from US-301 to Chancey Road

- **Intersections**
  - County Road 54 & Chancey Road
  - County Road 54 & 20th Street
  - County Road 54 & 12th Street
  - County Road 54 & US-301
  - County Road 54 & Project Site Driveway Connections

5.0 | Traffic Volumes

Current traffic volumes were obtained from traffic counts conducted during AM peak period (7 am to 9 am) and PM peak period (4 pm to 6 pm) conditions; subsequently adjusted to reflect peak season conditions using FDOT peak season factors. The traffic count data and adjustment factors are documented in ***Appendix C***. Future year background traffic volumes were calculated to reflect 2030 analysis-horizon conditions using an annual growth rate of 2.0% per year, pursuant to the Pasco County growth rate table, applied to the current peak season traffic volumes. Post-development traffic volumes were calculated by adding the project generated traffic volumes to the background traffic volumes. ***Figures 4.0 thru 6.0*** show the traffic volumes used in this study.

6.0 | Roadway Segment Analysis

A roadway segment analysis was undertaken for AM and PM peak hour post-development traffic conditions. The roadway segment analysis was performed using generalized capacity values pursuant to FDOT Generalized Tables. The analysis is summarized in ***Table 2.0*** and further documented in ***Appendix D***. The results of the analysis indicate that the study area roadway segments are anticipated to operate acceptably in consideration of Pasco County transportation performance standards.

***FIGURE 4.0* | CURRENT PEAK HOUR TRAFFIC VOLUMES**

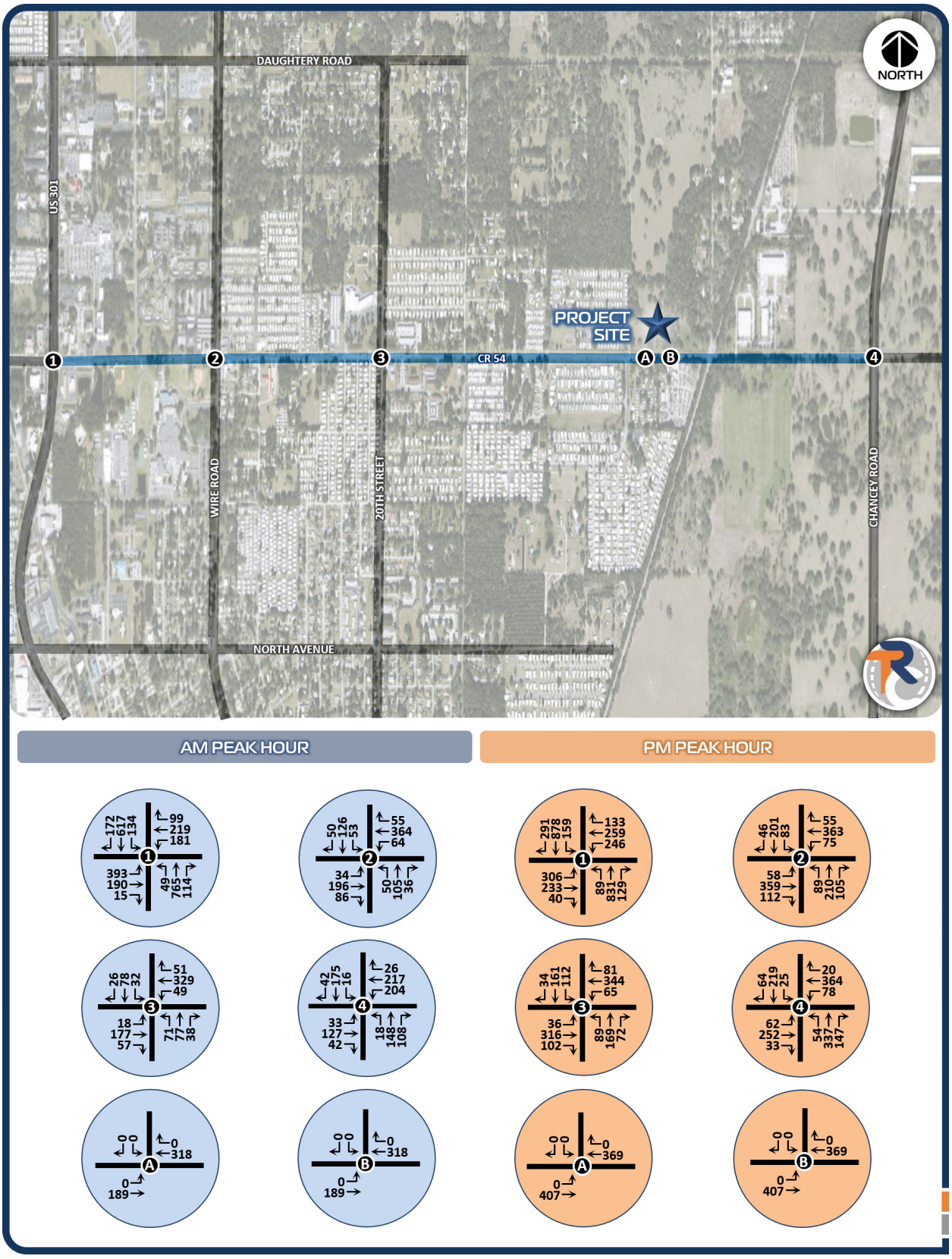


***FIGURE 5.0* | BACKGROUND PEAK HOUR TRAFFIC VOLUMES**

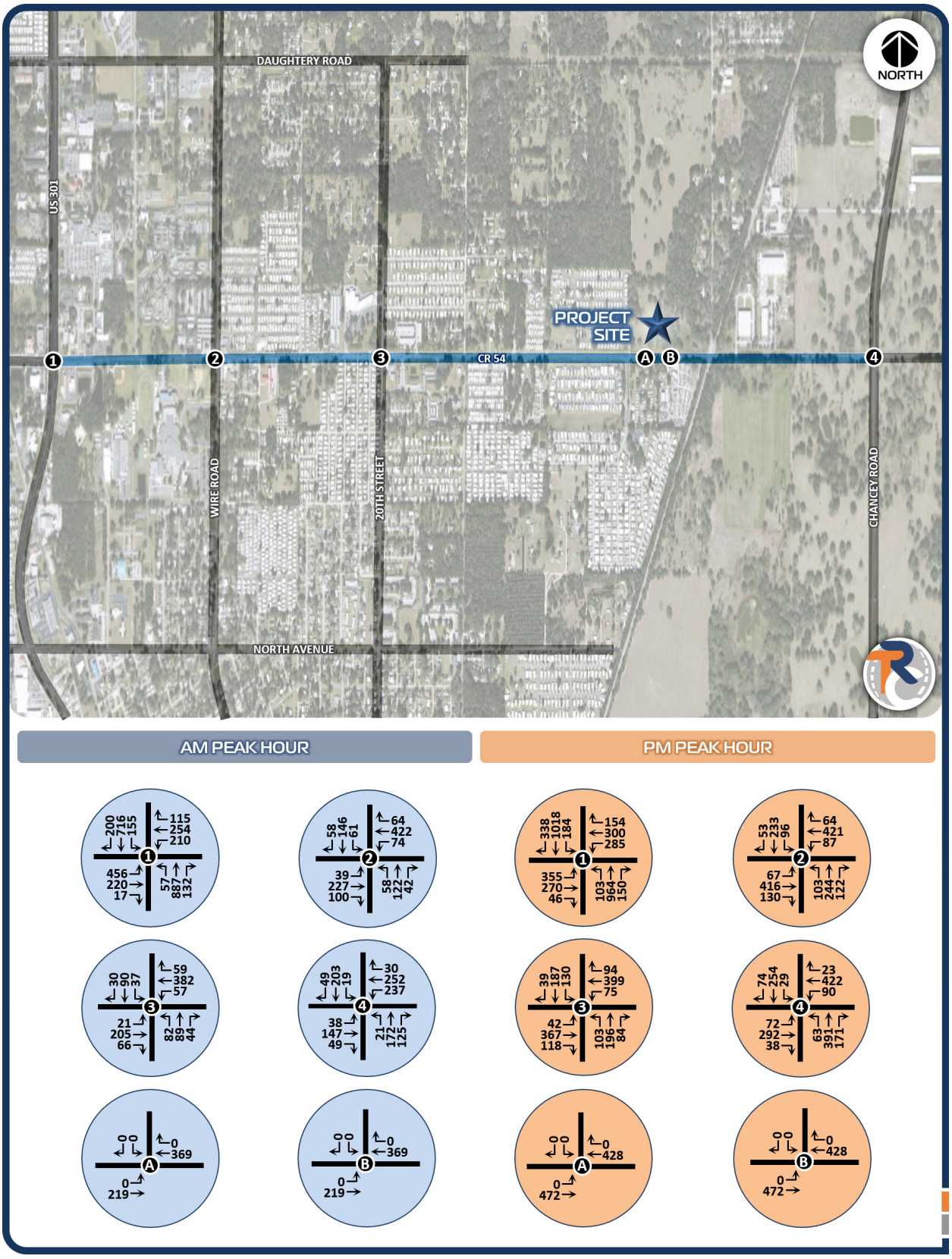


***FIGURE 6.0* | POST-DEVELOPMENT PEAK HOUR TRAFFIC VOLUMES**

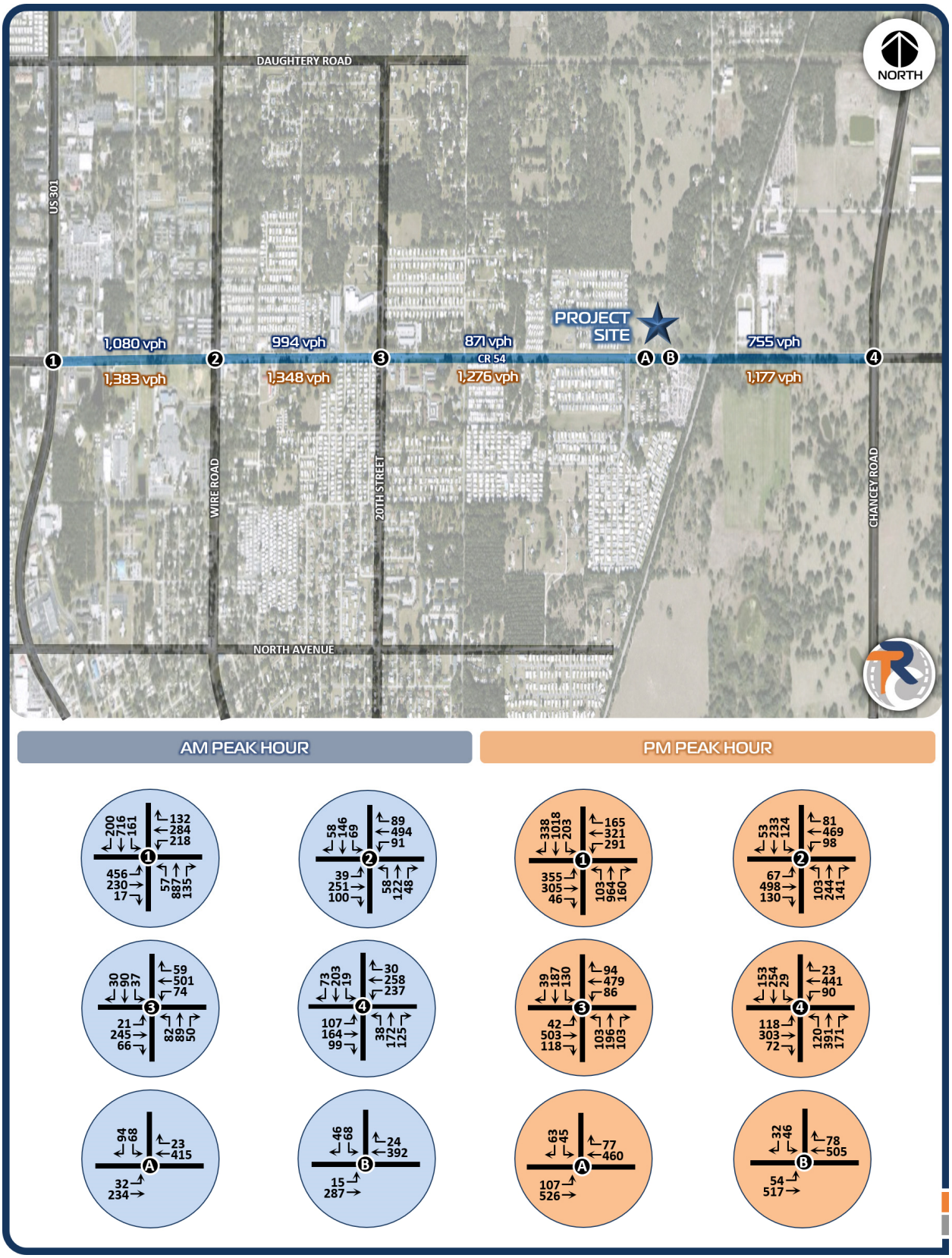


***TABLE 2.0* | ROADWAY SEGMENT ANALYSIS SUMMARY**

Roadway Segment	LOS Std	Service Volume	Peak Hour	Post-Development Traffic		
				Volume	LOS	V/C
County Road 54 *US Highway 301 to Wire Road*	D	1,440	AM	1,080	C	0.75
			PM	1,383	D	0.96
County Road 54 *Wire Road to 20th Street*	D	1,440	AM	994	C	0.69
			PM	1,348	C	0.94
County Road 54 *20th Street to Project Site*	D	1,440	AM	871	C	0.60
			PM	1,276	C	0.89
County Road 54 *Project Site to Chancey Road*	D	1,440	AM	755	C	0.52
			PM	1,177	C	0.82

7.0 | OFF-SITE INTERSECTION ANALYSIS

Operational analyses were undertaken for the off-site study intersections for AM and PM peak hour post-development traffic conditions. The intersection analyses were performed using *Highway Capacity Manual* methodologies calculated by the *Synchro* software program; as documented in ***APPENDIX E***. The results of the analysis indicate that the study intersections are anticipated to operate acceptably for AM and PM peak hour post-development traffic conditions in consideration of Pasco County transportation performance standards.

8.0 | SITE ACCESS EVALUATION

Operational analyses were undertaken for the site access driveway connections to County Road 54 for AM and PM peak hour post-development traffic conditions. The intersection analyses were performed using *Highway Capacity Manual* methodologies calculated by the *Synchro* software program; as documented in ***APPENDIX F***. The results of the analysis indicate that the site access driveway connections to County Road 54 are anticipated to operate acceptably for AM and PM peak hour post-development traffic conditions in consideration of Pasco County transportation performance standards.

A turn lane warrant evaluation was conducted to determine the need for a new site access turn lanes on County Road 54 at the project site driveway connections. The turn lane warrant evaluation was performed based on the warranting criteria pursuant to the requirements of §901.3 of the Pasco County Land Development Code; as documented in ***ATTACHMENT G***. The results of the analysis found that new site access left and right turn lanes are warranted on County Road 54 at both project site driveway connections.

The lengths needed for the warranted site access turn lanes were calculated based on (a) the greater of the 95th percentile queue length from the operational analysis or the County minimum value, and (b) a deceleration length in consideration of a design speed equal to the posted speed limit plus 5 mph; pursuant to FDOT's *Florida Design Manual, Exhibit 212-1*.

WARRANTED SITE ACCESS TURN LANES	
EASTBOUND LEFT TURN LANE (WESTERN SITE DRIVEWAY):	**400'** *(50' queue, 350' deceleration which includes 50' taper)*
WESTBOUND RIGHT TURN LANE (WESTERN SITE DRIVEWAY):	**350'** *(0' queue, 350' deceleration which includes 50' taper)*
EASTBOUND LEFT TURN LANE (EASTERN SITE DRIVEWAY):	**400'** *(50' queue, 350' deceleration which includes 50' taper)*
WESTBOUND RIGHT TURN LANE (EASTERN SITE DRIVEWAY):	**350'** *(0' queue, 350' deceleration which includes 50' taper)*

9.0 | CONCLUSION

Based on the data, analyses and findings presented herein, it is concluded that the proposed MPUD rezoning for the **MURPHY SUBDIVISION** is approvable in regard to transportation considerations pursuant to the requirements of the Pasco County Land Development Code.

Murphy Subdivision

MPUD Rezoning

Timing & Phasing Study

Appendix A

METHODOLOGY STATEMENT

RAYSOR Transportation Consulting

TECHNICAL MEMORANDUM

TO: PASCO COUNTY CURRENT PLANNING DIVISION
PLANNING AND DEVELOPMENT DEPARTMENT
8731 CITIZENS DRIVE, SUITE 360
NEW PORT RICHEY, FLORIDA 34654

FROM: MICHAEL D. RAYSOR, P.E.
RAYSOR TRANSPORTATION CONSULTING, LLC

SUBJECT: MURPHY SUBDIVISION
TIMING & PHASING ANALYSIS METHODOLOGY STATEMENT

DATE: JANUARY 17, 2022

1.0 | EXEMPTION STATUS

- The subject **"MURPHY SUBDIVISION"** project requires a Timing & Phasing Analysis, as an MPUD rezoning is being requested that will result in the generation of greater than 50 non-exempt peak hour trips.

2.0 | SITE PARAMETERS

- *SITE LOCATION:* The subject project site is located on the north side of County Road 54, west of Forbes Road, in Pasco County, Florida. Refer to ***ATTACHMENT A*** for the project site location map.
- *DESCRIPTION OF LAND USE:* The subject project site is planned to be rezoned to MPUD to accommodate the development of 572 single family residential units. Refer to ***ATTACHMENT B*** for the project site concept plan.
- *PARCELS:* The project site consists of Pasco County parcel no's. 01-26-21-0010-04900-0010, 01-26-21-0010-00100-0000, 01-26-21-0010-01400-0000, 01-26-21-0010-00300-0000, 01-26-21-0010-00200-0000, & 36-25-21-0000-00200-0000
- *BUILDOUT SCHEDULE:* The buildout date of the project for the purposes of the Timing & Phasing Analysis will be assumed as 2030, which will be used as the analysis-horizon for the Timing & Phasing Analysis.
- *INTERIM USES GENERATING TRAFFIC:* Not Applicable

3.0 | STUDY AREA

- ROADWAY SEGMENTS
  County Road 54 *(adjacent segment)*
- INTERSECTIONS
  County Road 54 & Chancey Road
  County Road 54 & 20th Street
  County Road 54 & 12th Street
  County Road 54 & US-301
  County Road 54 & Project Site Driveway Connections

4.0 | TRAFFIC COUNTS

- Traffic counts will be conducted during the AM & PM peak periods (7 am to 9 am & 4 pm to 6 pm) as needed, and adjusted to reflect peak season conditions using FDOT's latest available seasonal adjustment factors.

5.0 | TRIP GENERATION

- *TRIP GENERATION:* Trip generation for the project site will be based on the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (11th edition). Refer to ***ATTACHMENT C*** for the project site trip generation estimate.
- *INTERNAL CAPTURE:* No internal capture will be assumed as the trip generation for the site will be estimated using a single land use category.
- *PASS-BY:* No pass-by trips will be assumed as the project site is residential.

6.0 | PROJECT TRAFFIC DISTRIBUTION

- The distribution of project generated traffic will be estimated based on a select-zone run of the Tampa Bay Regional Planning Model.

7.0 | BACKGROUND TRAFFIC GROWTH

- Background traffic volumes will be calculated using a 2% annual growth rate (pursuant to the Pasco County growth rate table) through the 2030 analysis-horizon.

8.0 | POST-DEVELOPMENT (TOTAL) TRAFFIC VOLUMES

- Post-development traffic volumes will be calculated as 2030 background volumes plus project generated traffic.

9.0 | ANALYSIS

- The analysis for the study area roadway segments will be performed for the PM peak hour.
- The analysis for the study area intersections will be performed for AM & PM peak hours.
- FDOT Generalized Tables will be used for the analysis of the study roadway segments (on a two-way basis).
- Intersection analyses will be performed using *Highway Capacity Manual* methodologies calculated using *Synchro* software (and using current signal timings obtained from field observations as applicable).
- The need for turn lanes at the project site access connection will be evaluated based on the analysis results and in consideration of Land Development Code criteria.

10.0 | REPORT

- A report will be prepared summarizing the above described data, analysis, and findings.

11.0 | COORDINATION

- The Applicant and the County will hold conference calls as needed to discuss the analysis and to coordinate on questions or issues that may arise in the preparation/results of the analysis.

12.0 | NEIGHBORHOOD MEETINGS

- The Timing & Phasing Analysis may need to be revised based on input received at neighborhood meetings, where these revisions would be required prior to public hearings.

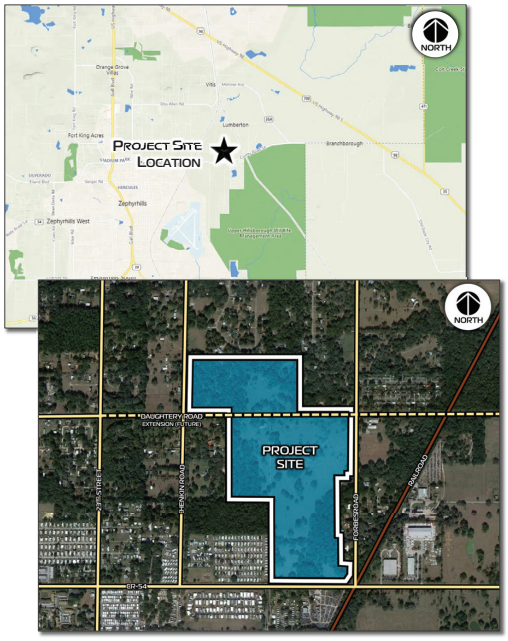
13.0 | OTHER

- The Land Development Code will be used for parameters not specifically mentioned herein.

ATTACHMENT "A"

RAYSOR Transportation Consulting

MURPHY SUBDIVISION
Project Site Location Map

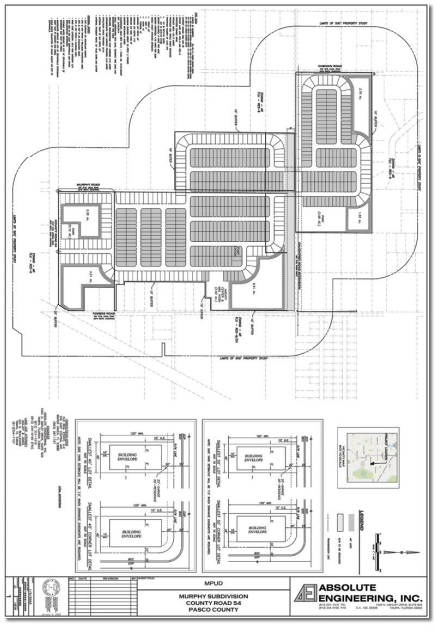


ATTACHMENT A - 1 of 1

ATTACHMENT "B"

RAYSOR Transportation Consulting

MURPHY SUBDIVISION
Project Site Concept Plan



ATTACHMENT B - 1 of 1

ATTACHMENT "C"

RAYSOR Transportation Consulting

MURPHY SUBDIVISION
Project Site Trip Generation Estimate

Scenario	ITE LUC	Land Use Description	Size	PM Peak Hour			
				Trip Rate/ Equation	Trips	Enter	Exit
Existing	210	Single Family Residential	36 units	Ln(T)=0.94* Ln(X)+0.27	38	24	14
	240	Mobile Home	473 units	T=0.57(X)+0.35	270	167	103
		Subtotal			308	191	117
Proposed	210	Single Family Residential	572 units	Ln(T)=0.94* Ln(X)+0.27	512	323	189
Trip Differential					204	132	72

Existing Entitlements	**Reasonable Yield (AR)** Size (acres): 48.62 acres Max Density: 1.0 Unit Per Acre LDC Reduction: 75% of Max Density for Reasonable Yield Calculation: 48.62 acres x 1.0 x 75% = 36 units **Reasonable Yield (R-MH)** Size (acres): 71.79 acres Max Density: 8.8 Units Per Acre LDC Reduction: 75% of Max Density for Reasonable Yield Calculation: 71.79 acres x 8.8 x 75% = 473 units
Proposed Entitlements	**MPUD** Unit Count: 572 Units

ATTACHMENT C - 1 of 1

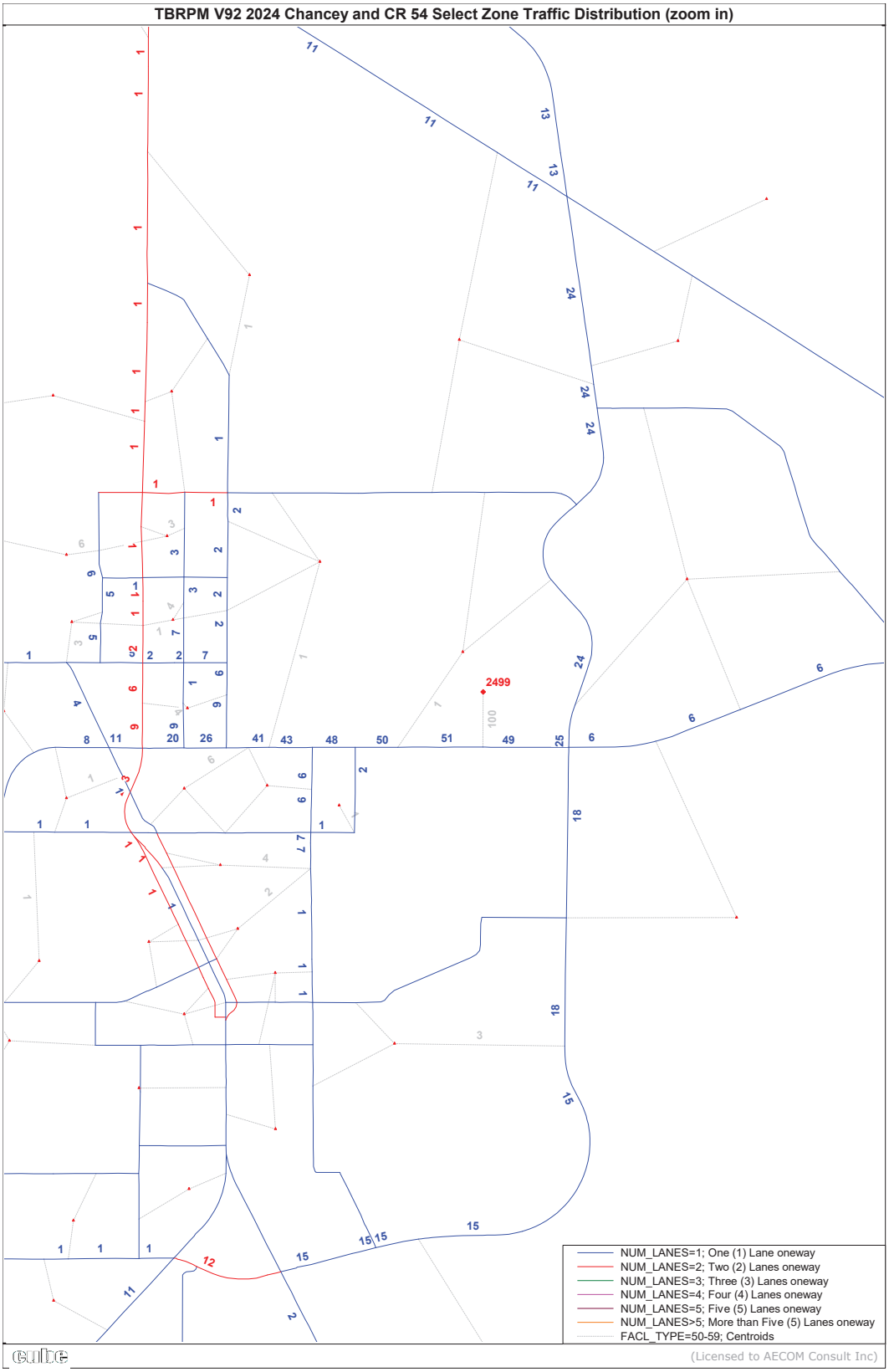
MURPHY SUBDIVISION

MPUD REZONING

TIMING & PHASING STUDY

APPENDIX B

TBRPM SELECT ZONE ANALYSIS


TBRPM V92 2024 Chancey and CR 54 Select Zone Traffic Distribution (zoom in)
2499
NUM_LANES=1; One (1) Lane oneway
NUM_LANES=2; Two (2) Lanes oneway
NUM_LANES=3; Three (3) Lanes oneway
NUM_LANES=4; Four (4) Lanes oneway
NUM_LANES=5; Five (5) Lanes oneway
NUM_LANES>5; More than Five (5) Lanes oneway
FACL_TYPE=50-59; Centroids
cube
(Licensed to AECOM Consult Inc)

MURPHY SUBDIVISION

MPUD REZONING

TIMING & PHASING STUDY

APPENDIX C

TRAFFIC VOLUMES &
ADJUSTMENT FACTORS

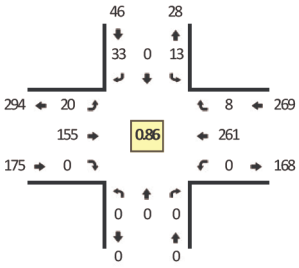
Type of peak hour being reported: Intersection Peak

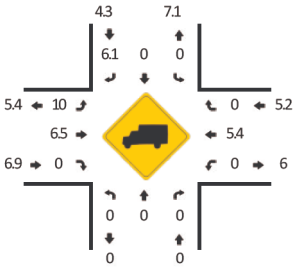
Method for determining peak hour: Total Entering Volume

LOCATION: Forbes Rd -- CR 54
CITY/STATE: Zephyrhills, FL

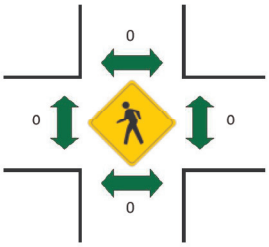
QC JOB #: 15679303
DATE: Tue, Jan 18 2022

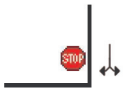
Peak-Hour: 7:30 AM -- 8:30 AM
Peak 15-Min: 7:45 AM -- 8:00 AM

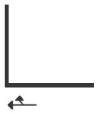


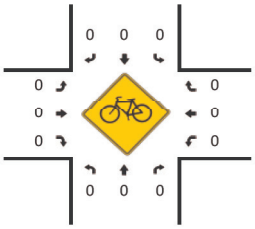


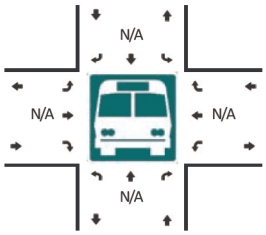
Quality Counts
DATA THAT DRIVES COMMUNITIES





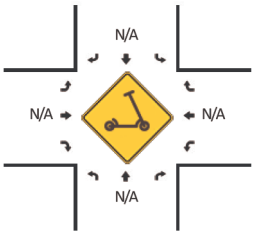












15-Min Count Period Beginning At	Forbes Rd (Northbound)				Forbes Rd (Southbound)				CR 54 (Eastbound)				CR 54 (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	0	0	11	0	6	1	4	45	0	0	0	36	1	0	104	
7:15 AM	0	0	0	0	2	0	10	0	3	41	0	0	0	43	0	0	99	
7:30 AM	0	0	0	0	4	0	11	0	3	41	0	0	0	70	1	0	130	
7:45 AM	0	0	0	0	6	0	8	0	6	43	0	0	0	76	3	0	142	475
8:00 AM	0	0	0	0	2	0	7	0	5	36	0	0	0	53	0	0	103	474
8:15 AM	0	0	0	0	1	0	7	0	6	35	0	0	0	62	4	0	115	490
8:30 AM	0	0	0	0	3	0	6	0	1	49	0	0	0	59	1	0	119	479
8:45 AM	0	0	0	0	1	0	13	0	8	39	0	0	0	54	1	0	116	453

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	24	0	32	0	24	172	0	0	0	304	12	0	568
Heavy Trucks	0	0	0		0	0	8		4	12	0		0	16	0		40
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 1/24/2022 2:20 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

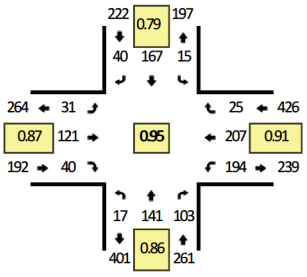
Type of peak hour being reported: Intersection Peak

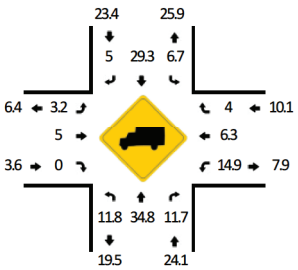
Method for determining peak hour: Total Entering Volume

LOCATION: Old Lakeland Hwy/Chancey Rd -- CR 54
CITY/STATE: Pasco, FL

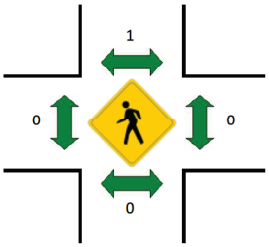
QC JOB #: 15692001
DATE: Tue, Feb 1 2022

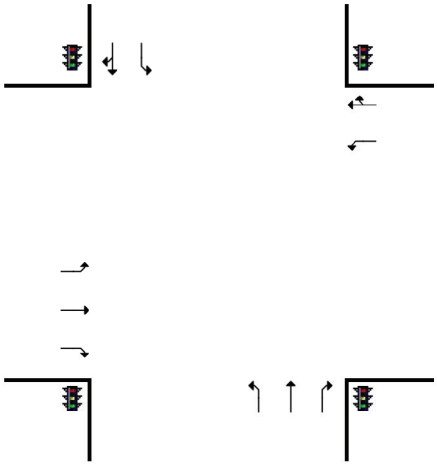
Peak-Hour: 7:45 AM -- 8:45 AM
Peak 15-Min: 8:15 AM -- 8:30 AM

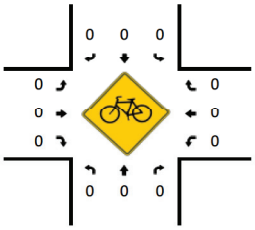


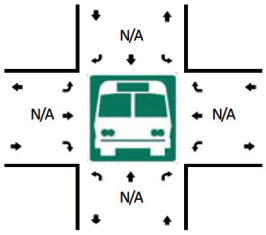


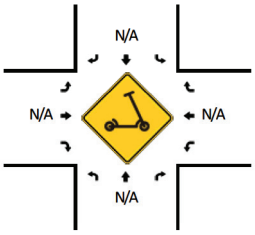
Quality Counts
DATA THAT DRIVES COMMUNITIES











R* = RTOR

15-Min Count Period Beginning At	Old Lakeland Hwy/Chancey Rd (Northbound)					Old Lakeland Hwy/Chancey Rd (Southbound)					CR 54 (Eastbound)					CR 54 (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
7:00 AM	5	18	8	0	16	5	43	9	0	0	4	42	5	0	5	38	35	2	0	0	235	
7:15 AM	4	30	15	0	8	4	44	4	0	5	2	36	1	0	11	38	36	2	0	0	240	
7:30 AM	4	23	10	0	15	2	24	7	0	2	7	29	4	0	8	36	55	1	0	3	230	
7:45 AM	6	33	21	0	6	1	35	5	0	3	7	29	7	0	5	50	49	3	0	5	265	970
8:00 AM	2	40	8	0	12	2	46	4	0	3	8	29	3	0	5	54	54	7	0	2	279	1014
8:15 AM	5	38	22	0	11	7	45	12	0	6	6	31	2	0	5	50	47	3	0	1	291	1065
8:30 AM	4	30	10	0	13	5	41	6	0	1	10	32	3	0	10	40	57	3	0	1	266	1101
8:45 AM	6	39	22	0	9	3	21	6	0	2	7	26	8	0	6	29	53	3	0	0	240	1076

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	20	152	132	0	44	28	180	72	0	24	24	124	28	0	20	200	188	16	0	4	1256
Heavy Trucks	4	44	20			4	60	8			0	8	0			20	16	0			184
Buses																					
Pedestrians		0					4					0					0				4
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			0
Scooters																					

Comments:

Report generated on 2/4/2022 11:15 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

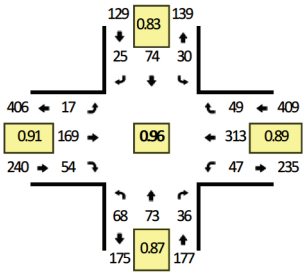
Type of peak hour being reported: Intersection Peak

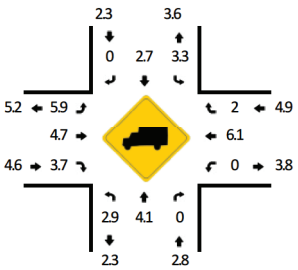
Method for determining peak hour: Total Entering Volume

LOCATION: 20th St -- CR 54
CITY/STATE: Zephyrhills, FL

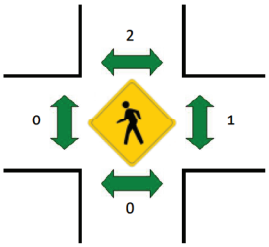
QC JOB #: 15692003
DATE: Tue, Feb 1 2022

Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:30 AM -- 8:45 AM

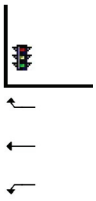


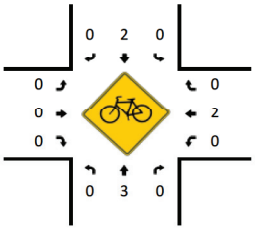


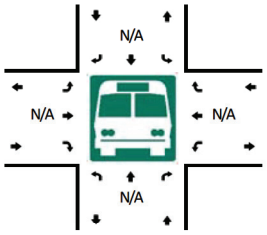
Quality Counts
DATA THAT DRIVES COMMUNITIES

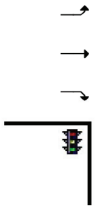


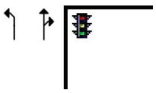


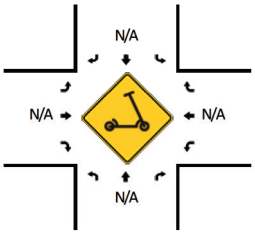












R* = RTOR

15-Min Count Period Beginning At	20th St (Northbound)					20th St (Southbound)					CR 54 (Eastbound)					CR 54 (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
7:00 AM	16	8	3	0	1	3	13	2	0	2	1	39	3	0	6	11	56	3	0	2	169	
7:15 AM	14	10	2	0	4	4	12	1	0	1	6	40	2	0	0	7	54	1	0	6	164	
7:30 AM	11	18	4	0	3	5	15	1	0	2	3	32	3	0	4	10	82	11	0	3	207	
7:45 AM	21	18	4	0	4	1	13	4	0	3	1	40	3	0	9	8	85	8	0	3	225	765
8:00 AM	13	22	7	0	8	1	24	4	0	3	4	45	3	0	7	11	64	7	0	4	227	823
8:15 AM	16	15	5	0	4	9	18	4	0	2	4	41	10	0	3	16	74	8	0	4	233	892
8:30 AM	20	24	5	0	2	8	11	4	0	2	6	44	7	0	9	9	88	8	0	1	248	933
8:45 AM	19	12	4	0	1	12	21	2	0	4	3	39	6	0	9	11	87	9	0	8	247	955

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	80	96	28	0	8	32	44	24	0	8	24	176	64	0	36	36	352	36	0	4	1048
Heavy Trucks	4	0	0			0	4	0			0	8	4			0	8	0			28
Buses																					
Pedestrians		0					0					0					0				0
Bicycles	0	4	0			0	4	0			0	0	0			0	0	0			8
Scooters																					

Comments:

Report generated on 2/4/2022 11:15 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

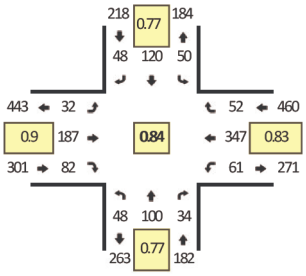
Type of peak hour being reported: Intersection Peak

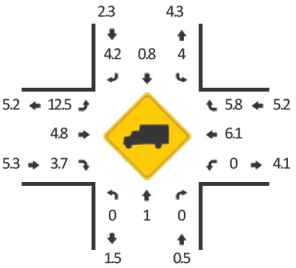
Method for determining peak hour: Total Entering Volume

LOCATION: Wire Rd/12th St -- CR 54
CITY/STATE: Zephyrhills, FL

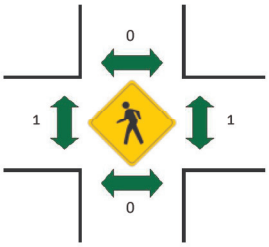
QC JOB #: 15692005
DATE: Tue, Feb 1 2022

Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:45 AM -- 9:00 AM

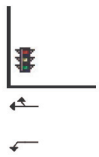


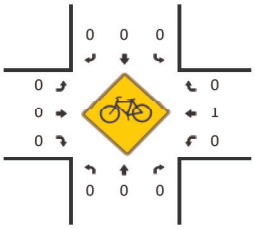


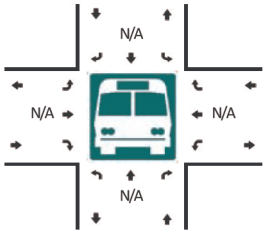
Quality Counts
DATA THAT DRIVES COMMUNITIES

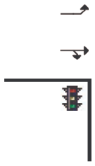


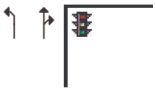


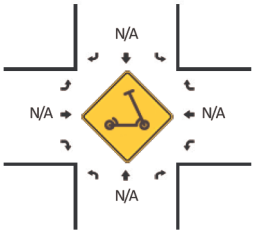












R* = RTOR

15-Min Count Period Beginning At	Wire Rd/12th St (Northbound)					Wire Rd/12th St (Southbound)					CR 54 (Eastbound)					CR 54 (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
7:00 AM	30	26	8	0	5	1	41	19	0	4	5	38	49	0	5	20	66	12	0	0	329	
7:15 AM	18	21	8	0	2	6	20	14	0	5	6	39	11	0	6	10	65	3	0	3	237	
7:30 AM	18	24	0	0	4	6	12	13	0	0	5	28	7	0	5	10	93	9	0	1	235	
7:45 AM	15	24	4	0	4	14	35	10	0	1	1	43	10	0	2	10	93	12	0	5	283	1084
8:00 AM	11	30	4	0	3	7	20	11	0	3	8	46	12	0	5	13	74	12	0	0	259	1014
8:15 AM	8	19	3	0	3	8	22	10	0	2	4	49	22	0	4	19	82	9	0	1	265	1042
8:30 AM	11	23	4	0	4	18	42	9	0	2	5	50	12	0	0	14	87	7	0	3	291	1098
8:45 AM	18	28	8	0	5	17	36	10	0	1	15	42	24	0	3	15	104	16	0	4	346	1161

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	72	112	52	0	20	68	144	44	0	4	60	168	108	0	12	60	416	80	0	16	1436
Heavy Trucks	0	4	0			4	0	0			16	8	0			0	20	4			56
Buses																					
Pedestrians		0					0					0					0				0
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			0
Scooters																					

Comments:

Report generated on 2/4/2022 11:16 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

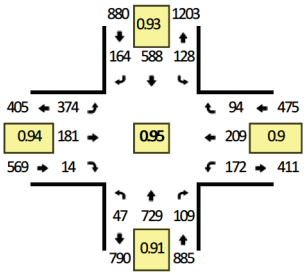
Type of peak hour being reported: Intersection Peak

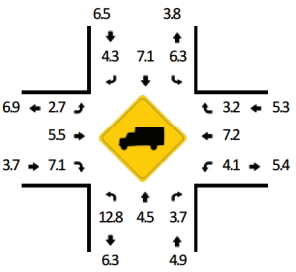
Method for determining peak hour: Total Entering Volume

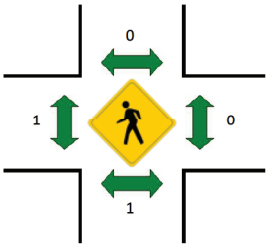
LOCATION: Gall Blvd (US-301) -- Eiland Blvd/CR 54
CITY/STATE: Zephyrhills, FL

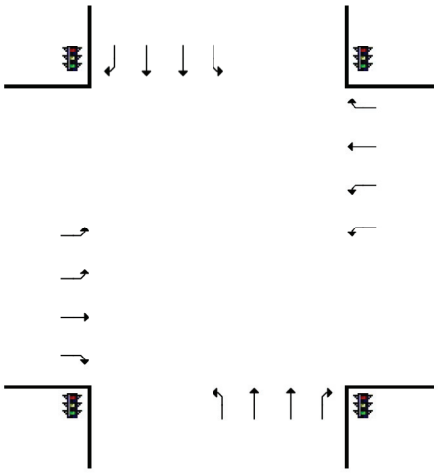
QC JOB #: 15692007
DATE: Tue, Feb 1 2022

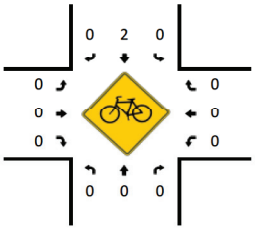
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:45 AM -- 9:00 AM

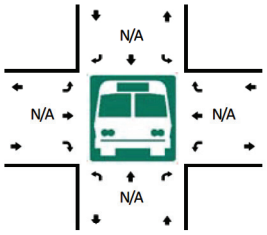


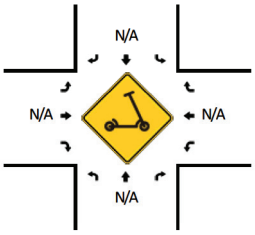












R* = RTOR

15-Min Count Period Beginning At	Gall Blvd (US-301) (Northbound)					Gall Blvd (US-301) (Southbound)					Eiland Blvd/CR 54 (Eastbound)					Eiland Blvd/CR 54 (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
7:00 AM	7	129	15	4	3	24	110	30	0	6	61	42	0	0	0	28	42	7	0	7	515	
7:15 AM	7	118	15	2	8	22	122	41	0	14	63	49	1	0	0	41	52	10	0	11	576	
7:30 AM	3	142	14	4	6	21	118	25	0	4	82	33	1	0	3	44	47	3	0	15	565	
7:45 AM	7	176	28	4	13	28	129	21	3	23	108	71	1	0	5	43	45	16	1	12	734	2390
8:00 AM	6	175	14	4	6	29	138	30	2	11	92	55	2	1	2	44	44	15	0	11	681	2556
8:15 AM	12	167	23	2	8	27	155	39	1	15	87	46	2	0	1	46	40	14	0	11	696	2676
8:30 AM	7	178	26	8	7	31	141	22	1	14	91	43	3	0	1	33	66	9	0	10	691	2802
8:45 AM	6	209	21	2	4	34	154	25	3	8	103	37	0	0	3	49	59	14	0	10	741	2809

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	24	836	100	8	16	136	616	132	12	32	412	148	12	0	12	196	236	96	0	40	3064
Heavy Trucks	4	24	0			8	48	0			8	8	0			12	8	0			120
Buses																					
Pedestrians		0					0					0					0				0
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			0
Scooters																					

Comments:

Report generated on 2/4/2022 11:16 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

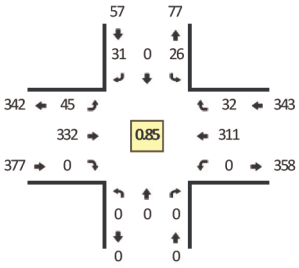
Type of peak hour being reported: Intersection Peak

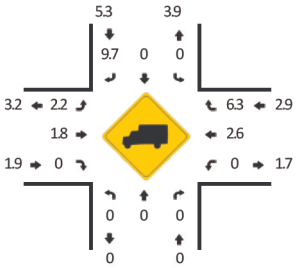
Method for determining peak hour: Total Entering Volume

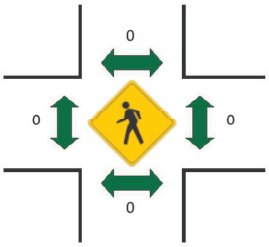
LOCATION: Forbes Rd -- CR 54
CITY/STATE: Zephyrhills, FL

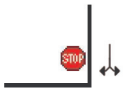
QC JOB #: 15679304
DATE: Tue, Jan 18 2022

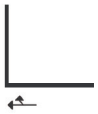
Peak-Hour: 5:00 PM -- 6:00 PM
Peak 15-Min: 5:15 PM -- 5:30 PM

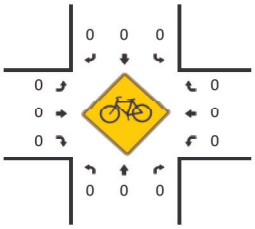


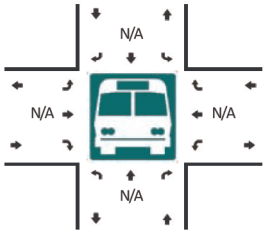






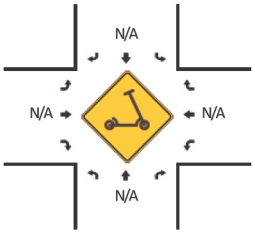












15-Min Count Period Beginning At	Forbes Rd (Northbound)				Forbes Rd (Southbound)				CR 54 (Eastbound)				CR 54 (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	4	0	9	0	16	72	0	0	0	88	4	0	193	
4:15 PM	0	0	0	0	6	0	6	0	10	66	0	0	0	66	6	0	160	
4:30 PM	0	0	0	0	8	0	14	0	6	85	0	0	0	64	7	0	184	
4:45 PM	0	0	0	0	7	0	8	0	7	71	0	0	0	64	6	0	163	700
5:00 PM	0	0	0	0	5	0	9	0	6	79	0	0	0	66	10	0	175	682
5:15 PM	0	0	0	0	5	0	6	0	10	98	0	0	0	102	7	0	228	750
5:30 PM	0	0	0	0	10	0	5	0	10	77	0	0	0	76	9	0	187	753
5:45 PM	0	0	0	0	6	0	11	0	19	78	0	0	0	67	6	0	187	777

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	20	0	24	0	40	392	0	0	0	408	28	0	912
Heavy Trucks	0	0	0		0	0	0		0	4	0		0	4	0		8
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 1/24/2022 2:20 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

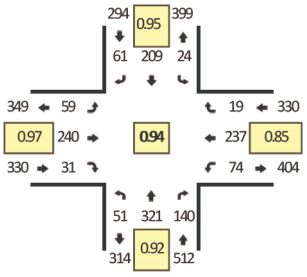
Type of peak hour being reported: Intersection Peak

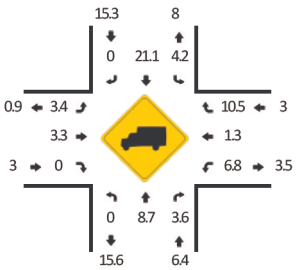
Method for determining peak hour: Total Entering Volume

LOCATION: Old Lakeland Hwy/Chancey Rd -- CR 54
CITY/STATE: Pasco, FL

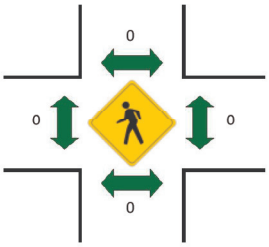
QC JOB #: 15692002
DATE: Tue, Feb 1 2022

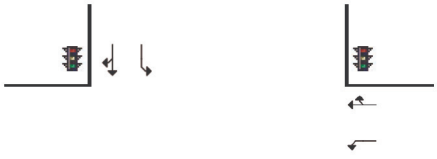
Peak-Hour: 4:30 PM -- 5:30 PM
Peak 15-Min: 5:15 PM -- 5:30 PM

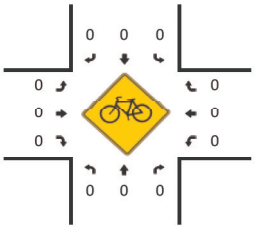


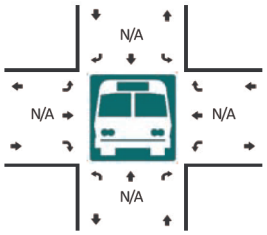


Quality Counts
DATA THAT DRIVES COMMUNITIES

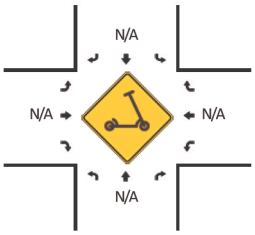












R* = RTOR

15-Min Count Period Beginning At	Old Lakeland Hwy/Chancey Rd (Northbound)					Old Lakeland Hwy/Chancey Rd (Southbound)					CR 54 (Eastbound)					CR 54 (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
4:00 PM	13	64	27	0	15	3	48	10	0	8	19	47	6	0	7	20	49	1	0	0	337	
4:15 PM	18	71	11	0	19	9	51	6	0	6	17	68	4	0	5	27	35	2	0	1	350	
4:30 PM	13	86	17	0	13	6	48	15	0	4	15	56	8	0	4	24	65	5	0	0	379	
4:45 PM	9	69	12	0	20	5	58	13	0	1	16	54	0	0	8	14	53	1	0	1	334	1400
5:00 PM	20	78	24	0	17	4	55	10	0	2	18	62	2	0	3	14	51	4	0	1	365	1428
5:15 PM	9	88	11	0	26	9	48	9	0	7	10	68	2	0	4	22	68	6	0	1	388	1466
5:30 PM	19	79	14	0	9	9	46	10	0	3	6	75	3	0	8	35	45	2	0	3	366	1453
5:45 PM	22	81	19	0	18	5	41	9	0	5	14	44	3	0	4	23	46	3	0	0	337	1456

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	36	352	148	0	104	36	192	64	0	28	40	272	24	0	16	88	272	28	0	4	1704
Heavy Trucks	0	28	0			4	32	0			0	8	0			4	4	0			80
Buses																					
Pedestrians		0					0					0					0				0
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			0
Scooters																					

Comments:

Report generated on 2/4/2022 11:15 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

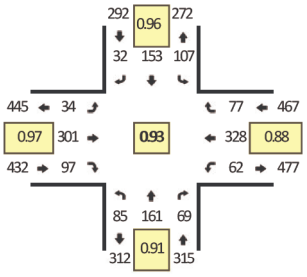
Type of peak hour being reported: Intersection Peak

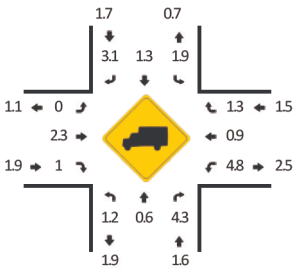
Method for determining peak hour: Total Entering Volume

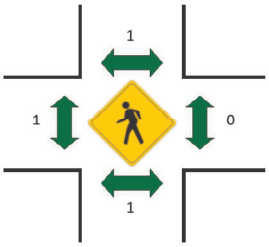
LOCATION: 20th St -- CR 54
CITY/STATE: Zephyrhills, FL

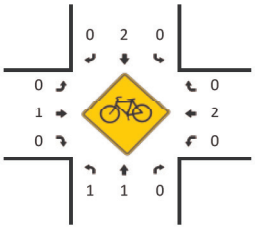
QC JOB #: 15692004
DATE: Tue, Feb 1 2022

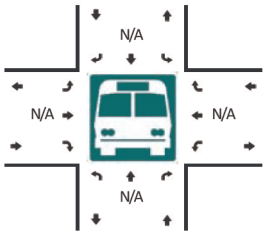
Peak-Hour: 4:30 PM -- 5:30 PM
Peak 15-Min: 5:15 PM -- 5:30 PM

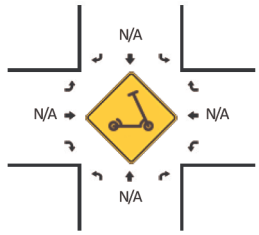












R* = RTOR

15-Min Count Period Beginning At	20th St (Northbound)					20th St (Southbound)					CR 54 (Eastbound)					CR 54 (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
4:00 PM	21	44	19	0	8	29	40	6	0	3	6	62	11	0	6	12	66	18	0	6	357	
4:15 PM	16	28	12	0	8	21	29	5	0	3	8	101	7	0	7	13	69	11	0	3	341	
4:30 PM	19	36	14	0	8	24	38	10	0	4	14	73	13	0	10	15	89	14	0	5	386	
4:45 PM	21	35	6	0	3	31	35	2	0	1	7	71	13	0	12	9	81	14	0	4	345	1429
5:00 PM	18	45	17	0	6	26	40	3	0	3	2	83	14	0	9	17	71	10	0	6	370	1442
5:15 PM	27	45	11	0	4	26	40	9	0	0	11	74	13	0	13	21	87	17	0	7	405	1506
5:30 PM	17	46	6	0	3	30	39	7	0	1	16	87	9	0	8	7	69	13	0	6	364	1484
5:45 PM	23	40	9	0	5	28	32	13	0	0	12	71	8	0	12	13	57	10	0	12	345	1484

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	108	180	60	0	16	104	160	36	0	0	44	296	104	0	52	84	348	96	0	28	1716
Heavy Trucks	0	0	4			4	4	4			0	4	0			4	0	0			24
Buses																					
Pedestrians		0					4					0					0				4
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			0
Scooters																					

Comments:

Report generated on 2/4/2022 11:16 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

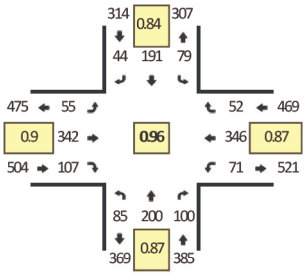
Type of peak hour being reported: Intersection Peak

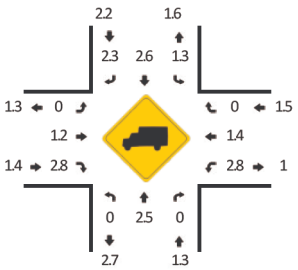
Method for determining peak hour: Total Entering Volume

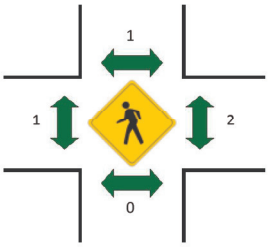
LOCATION: Wire Rd/12th St -- CR 54
CITY/STATE: Zephyrhills, FL

QC JOB #: 15692006
DATE: Tue, Feb 1 2022

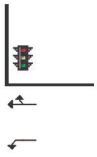
Peak-Hour: 4:30 PM -- 5:30 PM
Peak 15-Min: 4:45 PM -- 5:00 PM

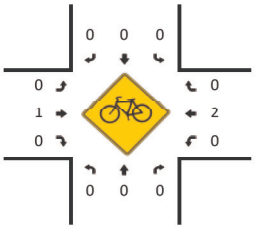


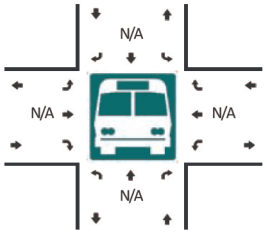


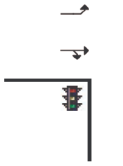


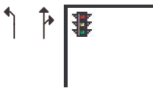


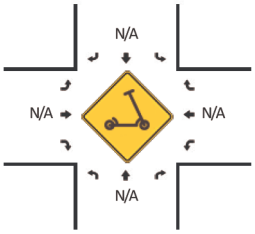












R* = RTOR

15-Min Count Period Beginning At	Wire Rd/12th St (Northbound)					Wire Rd/12th St (Southbound)					CR 54 (Eastbound)					CR 54 (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
4:00 PM	13	42	10	0	6	15	40	7	0	0	16	79	23	0	2	21	67	18	0	1	360	
4:15 PM	12	32	19	0	10	24	38	17	0	0	9	89	25	0	1	19	90	8	0	1	394	
4:30 PM	23	61	26	0	1	28	48	9	0	2	12	73	23	0	0	21	76	11	0	3	417	
4:45 PM	13	59	27	0	0	12	38	9	0	1	19	90	30	0	1	14	108	10	0	3	434	1605
5:00 PM	27	50	20	0	4	21	40	12	0	1	10	88	25	0	4	19	66	5	0	1	393	1638
5:15 PM	22	30	18	0	4	18	65	10	0	0	14	91	24	0	0	17	96	17	0	2	428	1672
5:30 PM	15	41	16	0	2	20	49	12	0	0	11	94	20	0	1	13	86	9	0	0	389	1644
5:45 PM	24	38	11	0	3	15	27	11	0	1	11	96	21	0	1	15	78	13	0	1	366	1576

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	52	236	108	0	0	48	152	40	0	4	76	360	124	0	4	56	432	52	0	12	1756
Heavy Trucks	0	0	0			0	8	0			0	0	8			0	0	0			16
Buses																					
Pedestrians		0					0					0					0				0
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			0
Scooters																					

Comments:

Report generated on 2/4/2022 11:16 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

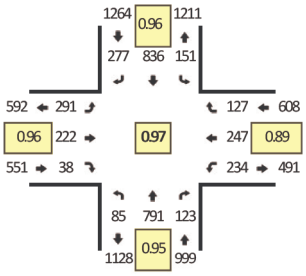
Type of peak hour being reported: Intersection Peak

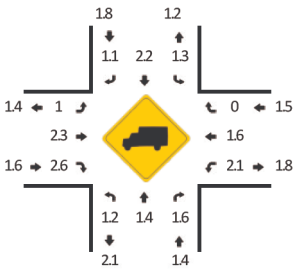
Method for determining peak hour: Total Entering Volume

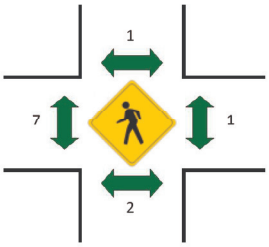
LOCATION: Gall Blvd (US-301) -- Eiland Blvd/CR 54
CITY/STATE: Zephyrhills, FL

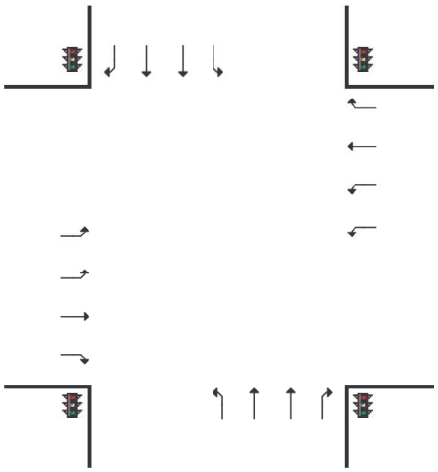
QC JOB #: 15692008
DATE: Tue, Feb 1 2022

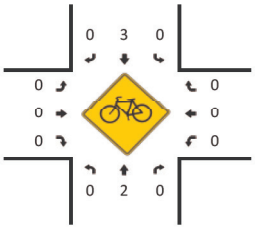
Peak-Hour: 4:15 PM -- 5:15 PM
Peak 15-Min: 4:15 PM -- 4:30 PM

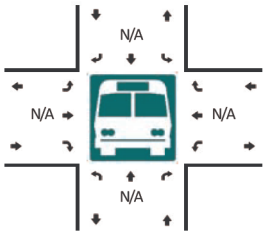


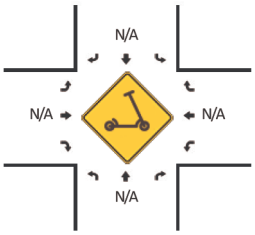












R* = RTOR

15-Min Count Period Beginning At	Gall Blvd (US-301) (Northbound)					Gall Blvd (US-301) (Southbound)					Eiland Blvd/CR 54 (Eastbound)					Eiland Blvd/CR 54 (Westbound)					Total	Hourly Totals
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*		
4:00 PM	12	191	19	6	3	26	234	64	2	13	81	54	6	0	5	68	50	17	0	8	859	
4:15 PM	6	221	21	3	7	34	206	63	1	11	79	53	4	1	3	69	66	18	0	17	883	
4:30 PM	17	169	26	8	8	34	197	49	3	18	77	55	8	0	3	59	60	16	0	6	813	
4:45 PM	18	198	24	2	7	45	218	41	0	15	62	56	10	2	6	44	65	19	0	21	853	3408
5:00 PM	24	203	28	7	2	33	215	60	1	20	70	58	3	0	1	62	56	17	0	13	873	3422
5:15 PM	12	180	28	6	5	47	201	68	3	24	59	61	7	2	6	45	67	18	0	21	860	3399
5:30 PM	16	212	30	2	2	36	194	49	1	20	70	48	6	1	3	63	46	23	0	13	835	3421
5:45 PM	16	184	27	3	7	30	178	52	1	15	71	58	3	0	7	42	48	22	0	13	777	3345

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	Left	Thru	Right	U	R*	
All Vehicles	24	884	112	12	28	136	824	296	4	44	316	212	28	4	12	276	264	140	0	68	3684
Heavy Trucks	4	16	0			4	16	4			4	8	0			0	4	0			60
Buses																					
Pedestrians		0					4					16					0				20
Bicycles	0	0	0			0	8	0			0	0	0			0	0	0			8
Scooters																					

Comments:

Report generated on 2/4/2022 11:16 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

2019 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 1400 PASCO COUNTYWIDE

MOCF: 0.95

WEEK	DATES	SF	PSCF
1	01/01/2019 - 01/05/2019	0.98	1.03
2	01/06/2019 - 01/12/2019	1.00	1.05
3	01/13/2019 - 01/19/2019	1.03	1.08
4	01/20/2019 - 01/26/2019	1.00	1.05
5	01/27/2019 - 02/02/2019	1.00	1.05
6	02/03/2019 - 02/09/2019	0.98	1.03
* 7	02/10/2019 - 02/16/2019	0.97	1.02
* 8	02/17/2019 - 02/23/2019	0.96	1.01
* 9	02/24/2019 - 03/02/2019	0.95	1.00
*10	03/03/2019 - 03/09/2019	0.94	0.99
*11	03/10/2019 - 03/16/2019	0.93	0.98
*12	03/17/2019 - 03/23/2019	0.93	0.98
*13	03/24/2019 - 03/30/2019	0.94	0.99
*14	03/31/2019 - 04/06/2019	0.94	0.99
*15	04/07/2019 - 04/13/2019	0.95	1.00
*16	04/14/2019 - 04/20/2019	0.96	1.01
*17	04/21/2019 - 04/27/2019	0.97	1.02
*18	04/28/2019 - 05/04/2019	0.98	1.03
19	05/05/2019 - 05/11/2019	0.99	1.04
20	05/12/2019 - 05/18/2019	1.01	1.06
21	05/19/2019 - 05/25/2019	1.01	1.06
22	05/26/2019 - 06/01/2019	1.02	1.07
23	06/02/2019 - 06/08/2019	1.02	1.07
24	06/09/2019 - 06/15/2019	1.03	1.08
25	06/16/2019 - 06/22/2019	1.03	1.08
26	06/23/2019 - 06/29/2019	1.04	1.09
27	06/30/2019 - 07/06/2019	1.04	1.09
28	07/07/2019 - 07/13/2019	1.04	1.09
29	07/14/2019 - 07/20/2019	1.05	1.11
30	07/21/2019 - 07/27/2019	1.05	1.11
31	07/28/2019 - 08/03/2019	1.05	1.11
32	08/04/2019 - 08/10/2019	1.06	1.12
33	08/11/2019 - 08/17/2019	1.06	1.12
34	08/18/2019 - 08/24/2019	1.06	1.12
35	08/25/2019 - 08/31/2019	1.07	1.13
36	09/01/2019 - 09/07/2019	1.07	1.13
37	09/08/2019 - 09/14/2019	1.08	1.14
38	09/15/2019 - 09/21/2019	1.08	1.14
39	09/22/2019 - 09/28/2019	1.06	1.12
40	09/29/2019 - 10/05/2019	1.05	1.11
41	10/06/2019 - 10/12/2019	1.03	1.08
42	10/13/2019 - 10/19/2019	1.01	1.06
43	10/20/2019 - 10/26/2019	1.00	1.05
44	10/27/2019 - 11/02/2019	1.00	1.05
45	11/03/2019 - 11/09/2019	0.99	1.04
46	11/10/2019 - 11/16/2019	0.99	1.04
47	11/17/2019 - 11/23/2019	0.98	1.03
48	11/24/2019 - 11/30/2019	0.98	1.03
49	12/01/2019 - 12/07/2019	0.98	1.03
50	12/08/2019 - 12/14/2019	0.98	1.03
51	12/15/2019 - 12/21/2019	0.98	1.03
52	12/22/2019 - 12/28/2019	1.00	1.05
53	12/29/2019 - 12/31/2019	1.03	1.08

* PEAK SEASON

MURPHY SUBDIVISION

MPUD REZONING

TIMING & PHASING STUDY

APPENDIX D

ROADWAY SEGMENT
CAPACITY VALUES

TABLE 4

Generalized **Peak Hour Two-Way** Volumes for Florida's Urbanized Areas[1]

January 2020

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
2	Undivided	*	1,510	1,600	**
4	Divided	*	3,420	3,580	**
6	Divided	*	5,250	5,390	**
8	Divided	*	7,090	7,210	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
2	Undivided	*	660	1,330	1,410
4	Divided	*	1,310	2,920	3,040
6	Divided	*	2,090	4,500	4,590
8	Divided	*	2,880	6,060	6,130

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways	- 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
2	Divided	Yes	No	+5%
2	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment

Multiply the corresponding two-directional volumes in this table by 0.6

BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	260	680	1,770
50-84%	190	600	1,770	>1,770
85-100%	830	1,700	>1,770	**

PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	250	850
50-84%	*	150	780	1,420
85-100%	340	960	1,560	>1,770

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Core Urbanized

Lanes	B	C	D	E
4	4,050	5,640	6,800	7,420
6	5,960	8,310	10,220	11,150
8	7,840	10,960	13,620	14,850
10	9,800	13,510	17,040	18,580
12	11,600	16,350	20,930	23,200

Urbanized

Lanes	B	C	D	E
4	4,130	5,640	7,070	7,690
6	6,200	8,450	10,510	11,530
8	8,270	11,270	13,960	15,380
10	10,350	14,110	17,310	19,220

Freeway Adjustments

Auxiliary Lanes Present in Both Directions	Ramp Metering
+ 1,800	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
2	Undivided	1,050	1,620	2,180	2,930
4	Divided	3,270	4,730	5,960	6,780
6	Divided	4,910	7,090	8,950	10,180

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
2	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

[1] Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

MURPHY SUBDIVISION

MPUD REZONING

TIMING & PHASING STUDY

APPENDIX E

OFF-SITE INTERSECTION ANALYSIS



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	456	230	17	218	284	132	57	887	135	161	716	200
Future Volume (veh/h)	456	230	17	218	284	132	57	887	135	161	716	200
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1811	1796	1841	1796	1856	1707	1826	1841	1811	1796	1841
Adj Flow Rate, veh/h	480	242	18	229	299	139	60	934	142	169	754	211
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	3	6	7	4	7	3	13	5	4	6	7	4
Cap, veh/h	514	448	432	293	330	406	261	1360	746	273	1468	905
Arrive On Green	0.15	0.25	0.25	0.09	0.18	0.18	0.04	0.39	0.39	0.07	0.43	0.43
Sat Flow, veh/h	3428	1811	1522	3401	1796	1572	1626	3469	1560	1725	3413	1560
Grp Volume(v), veh/h	480	242	18	229	299	139	60	934	142	169	754	211
Grp Sat Flow(s),veh/h/ln	1714	1811	1522	1700	1796	1572	1626	1735	1560	1725	1706	1560
Q Serve(g_s), s	16.6	13.9	1.0	7.9	19.6	8.6	2.6	26.9	6.3	6.9	19.4	7.9
Cycle Q Clear(g_c), s	16.6	13.9	1.0	7.9	19.6	8.6	2.6	26.9	6.3	6.9	19.4	7.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	514	448	432	293	330	406	261	1360	746	273	1468	905
V/C Ratio(X)	0.93	0.54	0.04	0.78	0.91	0.34	0.23	0.69	0.19	0.62	0.51	0.23
Avail Cap(c_a), veh/h	514	448	432	510	359	431	338	1360	746	289	1468	905
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.10	0.10	0.10	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	50.4	39.2	31.2	53.7	47.9	36.2	21.4	30.4	18.0	23.3	25.0	12.2
Incr Delay (d2), s/veh	24.3	1.3	0.0	0.5	3.5	0.0	0.4	2.8	0.6	3.6	1.3	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.7	6.2	0.4	3.3	8.7	3.2	1.0	11.2	2.2	2.9	7.7	2.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	74.7	40.5	31.2	54.2	51.5	36.3	21.9	33.2	18.5	27.0	26.3	12.8
LnGrp LOS	E	D	C	D	D	D	C	C	B	C	C	B
Approach Vol, veh/h		740			667			1136			1134	
Approach Delay, s/veh		62.4			49.2			30.8			23.9	
Approach LOS		E			D			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	14.9	53.0	16.3	35.7	10.3	57.6	24.0	28.1
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	10.0	44.0	18.0	24.0	10.0	44.0	18.0	24.0
Max Q Clear Time (g_c+I1), s	8.9	28.9	9.9	15.9	4.6	21.4	18.6	21.6
Green Ext Time (p_c), s	0.0	5.8	0.4	0.8	0.0	5.7	0.0	0.5

Intersection Summary	
HCM 6th Ctrl Delay	38.4
HCM 6th LOS	D



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	251	100	91	494	89	58	122	48	69	146	58
Future Volume (veh/h)	39	251	100	91	494	89	58	122	48	69	146	58
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1707	1826	1841	1900	1811	1811	1900	1885	1900	1841	1885	1841
Adj Flow Rate, veh/h	46	299	119	108	588	106	69	145	57	82	174	69
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Percent Heavy Veh, %	13	5	4	0	6	6	0	1	0	4	1	4
Cap, veh/h	137	487	194	353	613	110	250	178	70	94	198	79
Arrive On Green	0.03	0.39	0.39	0.05	0.41	0.41	0.14	0.14	0.14	0.21	0.21	0.21
Sat Flow, veh/h	1626	1242	494	1810	1493	269	1810	1288	506	453	960	381
Grp Volume(v), veh/h	46	0	418	108	0	694	69	0	202	325	0	0
Grp Sat Flow(s),veh/h/ln	1626	0	1737	1810	0	1763	1810	0	1794	1794	0	0
Q Serve(g_s), s	1.9	0.0	21.9	4.0	0.0	43.5	3.9	0.0	12.4	19.9	0.0	0.0
Cycle Q Clear(g_c), s	1.9	0.0	21.9	4.0	0.0	43.5	3.9	0.0	12.4	19.9	0.0	0.0
Prop In Lane	1.00		0.28	1.00		0.15	1.00		0.28	0.25		0.21
Lane Grp Cap(c), veh/h	137	0	681	353	0	723	250	0	248	371	0	0
V/C Ratio(X)	0.34	0.00	0.61	0.31	0.00	0.96	0.28	0.00	0.82	0.88	0.00	0.00
Avail Cap(c_a), veh/h	225	0	734	419	0	745	542	0	537	537	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	27.4	0.0	27.6	21.0	0.0	32.6	43.8	0.0	47.5	43.6	0.0	0.0
Incr Delay (d2), s/veh	1.4	0.0	1.4	0.5	0.0	23.2	0.6	0.0	6.4	11.0	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	0.0	8.7	1.6	0.0	21.9	1.8	0.0	6.0	9.9	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	28.8	0.0	29.0	21.5	0.0	55.8	44.4	0.0	53.9	54.6	0.0	0.0
LnGrp LOS	C	A	C	C	A	E	D	A	D	D	A	A
Approach Vol, veh/h		464			802			271			325	
Approach Delay, s/veh		29.0			51.2			51.5			54.6	
Approach LOS		C			D			D			D	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	11.9	50.5		29.5	9.8	52.6		21.7				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	10.0	48.0		34.0	10.0	48.0		34.0				
Max Q Clear Time (g_c+I1), s	6.0	23.9		21.9	3.9	45.5		14.4				
Green Ext Time (p_c), s	0.1	2.3		1.5	0.0	1.1		1.3				

Intersection Summary			
HCM 6th Ctrl Delay		46.3	
HCM 6th LOS		D	



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	21	245	66	74	501	59	82	89	50	37	90	30
Future Volume (veh/h)	21	245	66	74	501	59	82	89	50	37	90	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1811	1826	1841	1900	1811	1870	1856	1841	1900	1856	1856	1900
Adj Flow Rate, veh/h	22	255	69	77	522	61	85	93	52	39	94	31
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	6	5	4	0	6	2	3	4	0	3	3	0
Cap, veh/h	435	618	528	535	983	860	319	207	116	301	249	82
Arrive On Green	0.34	0.34	0.34	0.07	0.54	0.54	0.19	0.19	0.19	0.19	0.19	0.19
Sat Flow, veh/h	805	1826	1560	1810	1811	1585	1256	1109	620	1233	1336	441
Grp Volume(v), veh/h	22	255	69	77	522	61	85	0	145	39	0	125
Grp Sat Flow(s),veh/h/ln	805	1826	1560	1810	1811	1585	1256	0	1729	1233	0	1776
Q Serve(g_s), s	0.8	4.8	1.4	1.1	8.2	0.8	2.8	0.0	3.3	1.3	0.0	2.7
Cycle Q Clear(g_c), s	0.8	4.8	1.4	1.1	8.2	0.8	5.5	0.0	3.3	4.6	0.0	2.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.36	1.00		0.25
Lane Grp Cap(c), veh/h	435	618	528	535	983	860	319	0	323	301	0	331
V/C Ratio(X)	0.05	0.41	0.13	0.14	0.53	0.07	0.27	0.00	0.45	0.13	0.00	0.38
Avail Cap(c_a), veh/h	689	1194	1020	777	1797	1573	623	0	741	599	0	761
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	10.0	11.3	10.2	7.5	6.5	4.8	18.2	0.0	16.0	18.0	0.0	15.8
Incr Delay (d2), s/veh	0.0	0.4	0.1	0.1	0.4	0.0	0.4	0.0	1.0	0.2	0.0	0.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	1.4	0.3	0.3	1.5	0.1	0.8	0.0	1.2	0.3	0.0	1.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.0	11.7	10.3	7.6	7.0	4.9	18.6	0.0	17.0	18.2	0.0	16.5
LnGrp LOS	B	B	B	A	A	A	B	A	B	B	A	B
Approach Vol, veh/h		346			660			230			164	
Approach Delay, s/veh		11.3			6.8			17.6			16.9	
Approach LOS		B			A			B			B	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	9.1	21.0		14.3		30.1		14.3				
Change Period (Y+Rc), s	6.0	6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s	9.0	29.0		19.0		44.0		19.0				
Max Q Clear Time (g_c+I1), s	3.1	6.8		6.6		10.2		7.5				
Green Ext Time (p_c), s	0.1	1.6		0.6		3.3		0.8				

Intersection Summary												
HCM 6th Ctrl Delay			10.9									
HCM 6th LOS			B									



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	107	164	99	237	258	30	38	172	125	19	203	73
Future Volume (veh/h)	107	164	99	237	258	30	38	172	125	19	203	73
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1826	1900	1678	1811	1841	1722	1381	1722	1796	1470	1826
Adj Flow Rate, veh/h	113	173	0	249	272	32	40	181	132	20	214	77
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	3	5	0	15	6	4	12	35	12	7	29	5
Cap, veh/h	459	701		532	610	72	312	424	448	393	317	114
Arrive On Green	0.38	0.38	0.00	0.38	0.38	0.38	0.31	0.31	0.31	0.31	0.31	0.31
Sat Flow, veh/h	1067	1826	1610	1087	1590	187	1002	1381	1459	1024	1032	371
Grp Volume(v), veh/h	113	173	0	249	0	304	40	181	132	20	0	291
Grp Sat Flow(s),veh/h/ln	1067	1826	1610	1087	0	1777	1002	1381	1459	1024	0	1403
Q Serve(g_s), s	3.4	2.5	0.0	7.9	0.0	4.9	1.4	4.1	2.7	0.6	0.0	7.0
Cycle Q Clear(g_c), s	8.4	2.5	0.0	10.4	0.0	4.9	8.4	4.1	2.7	4.7	0.0	7.0
Prop In Lane	1.00		1.00	1.00		0.11	1.00		1.00	1.00		0.26
Lane Grp Cap(c), veh/h	459	701		532	0	682	312	424	448	393	0	431
V/C Ratio(X)	0.25	0.25		0.47	0.00	0.45	0.13	0.43	0.29	0.05	0.00	0.68
Avail Cap(c_a), veh/h	984	1599		1067	0	1556	881	1209	1278	975	0	1229
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	12.0	8.1	0.0	11.7	0.0	8.9	15.5	10.7	10.2	12.6	0.0	11.8
Incr Delay (d2), s/veh	0.3	0.2	0.0	0.6	0.0	0.5	0.2	0.7	0.4	0.1	0.0	1.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.6	0.0	1.2	0.0	1.0	0.3	0.8	0.6	0.1	0.0	1.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	12.3	8.3	0.0	12.3	0.0	9.4	15.6	11.4	10.6	12.6	0.0	13.6
LnGrp LOS	B	A		B	A	A	B	B	B	B	A	B
Approach Vol, veh/h		286			553			353			311	
Approach Delay, s/veh		9.9			10.7			11.6			13.5	
Approach LOS		A			B			B			B	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		17.9		20.9		17.9		20.9				
Change Period (Y+Rc), s		6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s		34.0		34.0		34.0		34.0				
Max Q Clear Time (g_c+I1), s		10.4		10.4		9.0		12.4				
Green Ext Time (p_c), s		1.5		1.3		1.7		2.5				

Intersection Summary												
HCM 6th Ctrl Delay			11.3									
HCM 6th LOS			B									

Notes

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	355	305	46	291	321	165	103	964	160	203	1018	338
Future Volume (veh/h)	355	305	46	291	321	165	103	964	160	203	1018	338
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1885	1870	1856	1870	1870	1900	1885	1885	1870	1885	1870	1885
Adj Flow Rate, veh/h	366	314	47	300	331	170	106	994	165	209	1049	348
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	1	2	3	2	2	0	1	1	2	1	2	1
Cap, veh/h	406	404	420	358	379	465	226	1412	789	294	1527	873
Arrive On Green	0.12	0.22	0.22	0.10	0.20	0.20	0.05	0.39	0.39	0.09	0.43	0.43
Sat Flow, veh/h	3483	1870	1572	3456	1870	1610	1795	3582	1585	1795	3554	1598
Grp Volume(v), veh/h	366	314	47	300	331	170	106	994	165	209	1049	348
Grp Sat Flow(s),veh/h/ln	1742	1870	1572	1728	1870	1610	1795	1791	1585	1795	1777	1598
Q Serve(g_s), s	12.4	19.0	2.7	10.2	20.6	10.1	4.2	27.9	7.0	8.2	28.7	15.2
Cycle Q Clear(g_c), s	12.4	19.0	2.7	10.2	20.6	10.1	4.2	27.9	7.0	8.2	28.7	15.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	406	404	420	358	379	465	226	1412	789	294	1527	873
V/C Ratio(X)	0.90	0.78	0.11	0.84	0.87	0.37	0.47	0.70	0.21	0.71	0.69	0.40
Avail Cap(c_a), veh/h	406	530	526	403	530	595	344	1412	789	348	1527	873
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.66	0.66	0.66	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	52.3	44.3	33.2	52.8	46.3	33.9	23.0	30.5	16.9	23.9	27.7	15.8
Incr Delay (d2), s/veh	22.5	5.3	0.1	9.2	7.8	0.3	1.5	3.0	0.6	5.4	2.5	1.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.6	9.2	1.0	4.7	10.0	3.8	1.8	12.0	2.5	3.7	12.0	5.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	74.9	49.7	33.4	62.0	54.1	34.2	24.6	33.4	17.5	29.3	30.2	17.1
LnGrp LOS	E	D	C	E	D	C	C	C	B	C	C	B
Approach Vol, veh/h		727			801			1265			1606	
Approach Delay, s/veh		61.3			52.9			30.6			27.3	
Approach LOS		E			D			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	16.4	53.3	18.4	31.9	12.1	57.6	20.0	30.3
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	14.0	34.0	14.0	34.0	14.0	34.0	14.0	34.0
Max Q Clear Time (g_c+I1), s	10.2	29.9	12.2	21.0	6.2	30.7	14.4	22.6
Green Ext Time (p_c), s	0.2	2.4	0.2	1.5	0.1	2.3	0.0	1.8

Intersection Summary	
HCM 6th Ctrl Delay	38.5
HCM 6th LOS	D



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	67	498	130	98	469	81	103	244	141	124	233	53
Future Volume (veh/h)	67	498	130	98	469	81	103	244	141	124	233	53
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1885	1856	1856	1885	1900	1900	1856	1900	1885	1856	1870
Adj Flow Rate, veh/h	70	519	135	102	489	84	107	254	147	129	243	55
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	0	1	3	3	1	0	0	3	0	1	3	2
Cap, veh/h	214	547	142	160	615	106	318	491	284	154	270	58
Arrive On Green	0.04	0.38	0.38	0.05	0.39	0.39	0.45	0.45	0.45	0.45	0.45	0.45
Sat Flow, veh/h	1810	1442	375	1767	1567	269	1098	1103	638	271	606	130
Grp Volume(v), veh/h	70	0	654	102	0	573	107	0	401	427	0	0
Grp Sat Flow(s),veh/h/ln	1810	0	1818	1767	0	1837	1098	0	1741	1007	0	0
Q Serve(g_s), s	3.3	0.0	49.5	5.0	0.0	39.1	0.0	0.0	23.6	36.6	0.0	0.0
Cycle Q Clear(g_c), s	3.3	0.0	49.5	5.0	0.0	39.1	18.0	0.0	23.6	60.2	0.0	0.0
Prop In Lane	1.00		0.21	1.00		0.15	1.00		0.37	0.30		0.13
Lane Grp Cap(c), veh/h	214	0	690	160	0	721	318	0	775	482	0	0
V/C Ratio(X)	0.33	0.00	0.95	0.64	0.00	0.80	0.34	0.00	0.52	0.89	0.00	0.00
Avail Cap(c_a), veh/h	240	0	756	162	0	764	340	0	810	510	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	30.6	0.0	42.7	34.4	0.0	38.1	26.8	0.0	28.4	45.5	0.0	0.0
Incr Delay (d2), s/veh	0.9	0.0	20.2	8.0	0.0	5.6	0.6	0.0	0.5	16.5	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.5	0.0	25.0	2.4	0.0	18.1	2.5	0.0	10.0	16.9	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	31.5	0.0	62.9	42.4	0.0	43.6	27.4	0.0	28.9	62.0	0.0	0.0
LnGrp LOS	C	A	E	D	A	D	C	A	C	E	A	A
Approach Vol, veh/h		724			675			508			427	
Approach Delay, s/veh		59.8			43.4			28.6			62.0	
Approach LOS		E			D			C			E	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	12.8	59.8		69.2	11.0	61.7		69.2				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	7.0	59.0		66.0	7.0	59.0		66.0				
Max Q Clear Time (g_c+I1), s	7.0	51.5		62.2	5.3	41.1		25.6				
Green Ext Time (p_c), s	0.0	2.4		1.0	0.0	3.2		3.4				

Intersection Summary												
HCM 6th Ctrl Delay			48.7									
HCM 6th LOS			D									



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	42	503	118	86	479	94	103	196	103	130	187	39
Future Volume (veh/h)	42	503	118	86	479	94	103	196	103	130	187	39
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	45	541	127	92	515	101	111	211	111	140	201	42
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	370	644	546	288	943	799	338	351	185	272	456	95
Arrive On Green	0.34	0.34	0.34	0.06	0.50	0.50	0.30	0.30	0.30	0.30	0.30	0.30
Sat Flow, veh/h	807	1870	1585	1781	1870	1585	1137	1154	607	1058	1500	314
Grp Volume(v), veh/h	45	541	127	92	515	101	111	0	322	140	0	243
Grp Sat Flow(s),veh/h/ln	807	1870	1585	1781	1870	1585	1137	0	1761	1058	0	1814
Q Serve(g_s), s	2.5	16.7	3.6	1.9	11.8	2.1	5.4	0.0	9.7	8.1	0.0	6.7
Cycle Q Clear(g_c), s	4.3	16.7	3.6	1.9	11.8	2.1	12.2	0.0	9.7	17.9	0.0	6.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.34	1.00		0.17
Lane Grp Cap(c), veh/h	370	644	546	288	943	799	338	0	535	272	0	551
V/C Ratio(X)	0.12	0.84	0.23	0.32	0.55	0.13	0.33	0.00	0.60	0.51	0.00	0.44
Avail Cap(c_a), veh/h	466	868	735	431	1317	1116	338	0	535	272	0	551
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	15.5	18.9	14.6	13.5	10.6	8.2	22.4	0.0	18.5	26.1	0.0	17.5
Incr Delay (d2), s/veh	0.1	5.6	0.2	0.6	0.5	0.1	0.6	0.0	1.9	1.7	0.0	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	6.9	1.1	0.6	3.5	0.5	1.4	0.0	3.9	2.0	0.0	2.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	15.6	24.5	14.8	14.1	11.1	8.3	22.9	0.0	20.4	27.8	0.0	18.0
LnGrp LOS	B	C	B	B	B	A	C	A	C	C	A	B
Approach Vol, veh/h		713			708			433			383	
Approach Delay, s/veh		22.2			11.1			21.1			21.6	
Approach LOS		C			B			C			C	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	10.0	27.5		25.0		37.5		25.0				
Change Period (Y+Rc), s	6.0	6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s	9.0	29.0		19.0		44.0		19.0				
Max Q Clear Time (g_c+I1), s	3.9	18.7		19.9		13.8		14.2				
Green Ext Time (p_c), s	0.1	2.8		0.0		3.3		1.1				

Intersection Summary												
HCM 6th Ctrl Delay			18.4									
HCM 6th LOS			B									



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	118	303	72	90	441	23	120	391	171	29	254	153
Future Volume (veh/h)	118	303	72	90	441	23	120	391	171	29	254	153
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1900	1796	1885	1737	1900	1767	1841	1841	1589	1900
Adj Flow Rate, veh/h	126	322	0	96	469	24	128	416	182	31	270	163
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	3	0	7	1	11	0	9	4	4	21	0
Cap, veh/h	272	742		385	711	36	286	746	659	304	392	237
Arrive On Green	0.40	0.40	0.00	0.40	0.40	0.40	0.42	0.42	0.42	0.42	0.42	0.42
Sat Flow, veh/h	897	1856	1610	1016	1778	91	970	1767	1560	807	928	560
Grp Volume(v), veh/h	126	322	0	96	0	493	128	416	182	31	0	433
Grp Sat Flow(s),veh/h/ln	897	1856	1610	1016	0	1869	970	1767	1560	807	0	1488
Q Serve(g_s), s	9.0	8.5	0.0	5.1	0.0	14.5	8.4	12.0	5.2	2.0	0.0	16.0
Cycle Q Clear(g_c), s	23.6	8.5	0.0	13.6	0.0	14.5	24.4	12.0	5.2	14.1	0.0	16.0
Prop In Lane	1.00		1.00	1.00		0.05	1.00		1.00	1.00		0.38
Lane Grp Cap(c), veh/h	272	742		385	0	748	286	746	659	304	0	629
V/C Ratio(X)	0.46	0.43		0.25	0.00	0.66	0.45	0.56	0.28	0.10	0.00	0.69
Avail Cap(c_a), veh/h	364	933		489	0	939	364	888	784	369	0	748
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	26.1	14.7	0.0	19.7	0.0	16.5	25.8	14.8	12.8	20.1	0.0	15.9
Incr Delay (d2), s/veh	1.2	0.4	0.0	0.3	0.0	1.2	1.1	0.7	0.2	0.1	0.0	2.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	3.0	0.0	1.1	0.0	5.1	1.8	4.0	1.5	0.3	0.0	4.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	27.4	15.1	0.0	20.0	0.0	17.7	26.9	15.4	13.0	20.2	0.0	18.0
LnGrp LOS	C	B		C	A	B	C	B	B	C	A	B
Approach Vol, veh/h		448			589			726			464	
Approach Delay, s/veh		18.6			18.1			16.8			18.2	
Approach LOS		B			B			B			B	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		34.6		33.1		34.6		33.1				
Change Period (Y+Rc), s		6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s		34.0		34.0		34.0		34.0				
Max Q Clear Time (g_c+I1), s		26.4		25.6		18.0		16.5				
Green Ext Time (p_c), s		2.2		1.5		2.4		2.9				

Intersection Summary		
HCM 6th Ctrl Delay		17.8
HCM 6th LOS		B

Notes

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

MURPHY SUBDIVISION

MPUD REZONING

TIMING & PHASING STUDY

APPENDIX F

SITE ACCESS INTERSECTION ANALYSIS

Intersection	
Int Delay, s/veh	3.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	32	234	415	23	68	94
Future Vol, veh/h	32	234	415	23	68	94
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	400	-	-	350	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	7	5	2	2	2
Mvmt Flow	35	254	451	25	74	102

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	476	0	-	0	775	451
Stage 1	-	-	-	-	451	-
Stage 2	-	-	-	-	324	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1086	-	-	-	366	608
Stage 1	-	-	-	-	642	-
Stage 2	-	-	-	-	733	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1086	-	-	-	354	608
Mov Cap-2 Maneuver	-	-	-	-	354	-
Stage 1	-	-	-	-	621	-
Stage 2	-	-	-	-	733	-

Approach	EB	WB	SB
HCM Control Delay, s	1	0	17.3
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1086	-	-	-	467
HCM Lane V/C Ratio	0.032	-	-	-	0.377
HCM Control Delay (s)	8.4	-	-	-	17.3
HCM Lane LOS	A	-	-	-	C
HCM 95th %tile Q(veh)	0.1	-	-	-	1.7

Intersection	
Int Delay, s/veh	2.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	15	287	392	24	68	46
Future Vol, veh/h	15	287	392	24	68	46
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	400	-	-	350	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	3	2	2	2	2
Mvmt Flow	16	312	426	26	74	50

Major/Minor	Major1			Major2			Minor2		
Conflicting Flow All	452	0	-	0	770	426			
Stage 1	-	-	-	-	426	-			
Stage 2	-	-	-	-	344	-			
Critical Hdwy	4.12	-	-	-	6.42	6.22			
Critical Hdwy Stg 1	-	-	-	-	5.42	-			
Critical Hdwy Stg 2	-	-	-	-	5.42	-			
Follow-up Hdwy	2.218	-	-	-	3.518	3.318			
Pot Cap-1 Maneuver	1109	-	-	-	369	628			
Stage 1	-	-	-	-	659	-			
Stage 2	-	-	-	-	718	-			
Platoon blocked, %		-	-	-					
Mov Cap-1 Maneuver	1109	-	-	-	364	628			
Mov Cap-2 Maneuver	-	-	-	-	364	-			
Stage 1	-	-	-	-	650	-			
Stage 2	-	-	-	-	718	-			

Approach	EB	WB	SB
HCM Control Delay, s	0.4	0	16.4
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1109	-	-	-	438
HCM Lane V/C Ratio	0.015	-	-	-	0.283
HCM Control Delay (s)	8.3	-	-	-	16.4
HCM Lane LOS	A	-	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	1.1

Intersection	
Int Delay, s/veh	3.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	107	526	460	77	45	63
Future Vol, veh/h	107	526	460	77	45	63
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	400	-	-	350	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	3	2	2	2
Mvmt Flow	116	572	500	84	49	68

Major/Minor	Major1			Major2			Minor2		
Conflicting Flow All	584	0	-	0	1304	500			
Stage 1	-	-	-	-	500	-			
Stage 2	-	-	-	-	804	-			
Critical Hdwy	4.12	-	-	-	6.42	6.22			
Critical Hdwy Stg 1	-	-	-	-	5.42	-			
Critical Hdwy Stg 2	-	-	-	-	5.42	-			
Follow-up Hdwy	2.218	-	-	-	3.518	3.318			
Pot Cap-1 Maneuver	991	-	-	-	177	571			
Stage 1	-	-	-	-	609	-			
Stage 2	-	-	-	-	440	-			
Platoon blocked, %		-	-	-					
Mov Cap-1 Maneuver	991	-	-	-	156	571			
Mov Cap-2 Maneuver	-	-	-	-	156	-			
Stage 1	-	-	-	-	538	-			
Stage 2	-	-	-	-	440	-			

Approach	EB	WB	SB
HCM Control Delay, s	1.5	0	28.1
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	991	-	-	-	271
HCM Lane V/C Ratio	0.117	-	-	-	0.433
HCM Control Delay (s)	9.1	-	-	-	28.1
HCM Lane LOS	A	-	-	-	D
HCM 95th %tile Q(veh)	0.4	-	-	-	2.1

Intersection	
Int Delay, s/veh	2.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	54	517	505	78	46	32
Future Vol, veh/h	54	517	505	78	46	32
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	400	-	-	350	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	3	2	2	2
Mvmt Flow	59	562	549	85	50	35

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	634	0	-	0	1229	549
Stage 1	-	-	-	-	549	-
Stage 2	-	-	-	-	680	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	949	-	-	-	196	535
Stage 1	-	-	-	-	579	-
Stage 2	-	-	-	-	503	-
Platoon blocked, %			-	-		
Mov Cap-1 Maneuver	949	-	-	-	184	535
Mov Cap-2 Maneuver	-	-	-	-	184	-
Stage 1	-	-	-	-	543	-
Stage 2	-	-	-	-	503	-

Approach	EB	WB	SB
HCM Control Delay, s	0.9	0	26.4
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	949	-	-	-	252
HCM Lane V/C Ratio	0.062	-	-	-	0.336
HCM Control Delay (s)	9	-	-	-	26.4
HCM Lane LOS	A	-	-	-	D
HCM 95th %tile Q(veh)	0.2	-	-	-	1.4

MURPHY SUBDIVISION

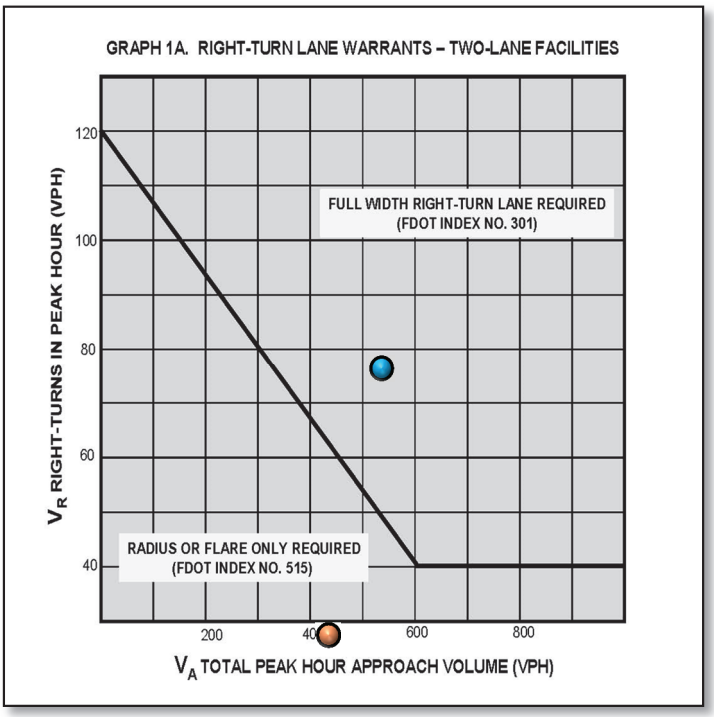
MPUD REZONING

TIMING & PHASING STUDY

APPENDIX G

SITE ACCESS TURN LANE
WARRANT EVALUATION

LOCATION: CR-54 & Project Site Driveway (West)



SOURCE: ADAPTED FROM NCHRP NO. 279

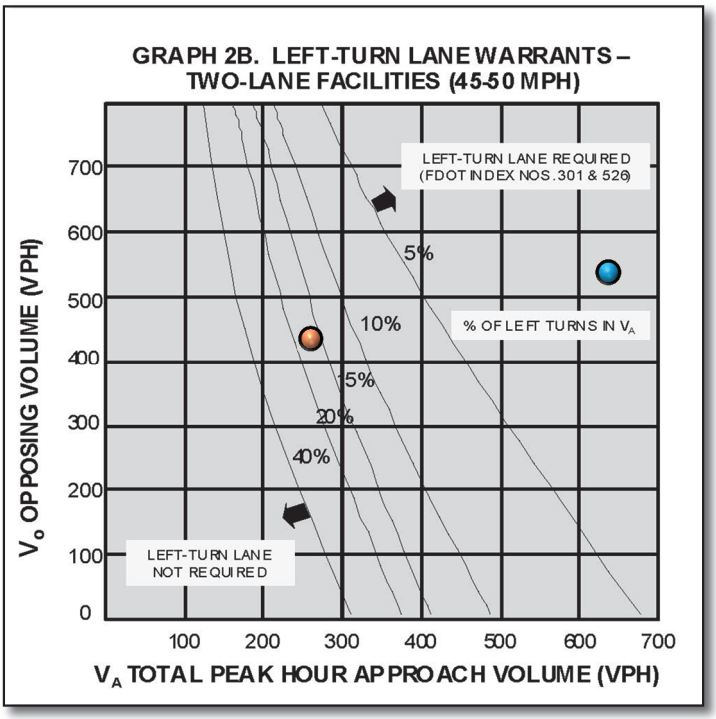
Right Turn Lane Warrant

WESTBOUND RIGHT TURN LANE

AM PEAK HOUR
Right Turn Volume: 23 vph
Approach Volume: 438 vph

PM PEAK HOUR
Right Turn Volume: 77 vph
Approach Volume: 537 vph

RESULT: WARRANTED



SOURCE: ADAPTED FROM NCHRP NO. 279

Left Turn Lane Warrant

EASTBOUND LEFT TURN LANE

AM PEAK HOUR
Left Turn Volume: 32 vph (12%)
Approach Volume: 266 vph
Opposing Volume: 438 vph

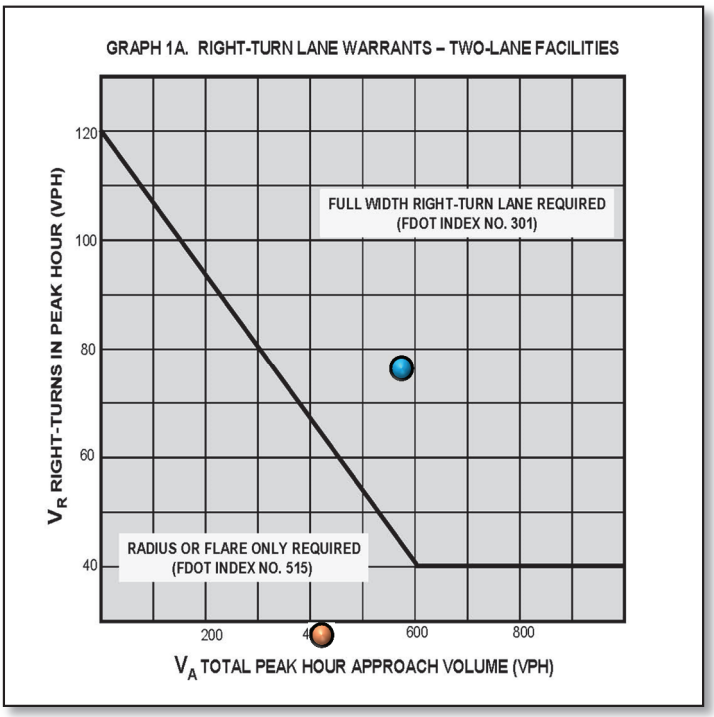
PM PEAK HOUR
Left Turn Volume: 107 vph (17%)
Approach Volume: 633 vph
Opposing Volume: 537 vph

RESULT: WARRANTED

MURPHY SUBDIVISION
TURN LANE WARRANT EVALUATION

RAYSOR Transportation Consulting

LOCATION: CR-54 & Project Site Driveway (East)



SOURCE: ADAPTED FROM NCHRP NO. 279

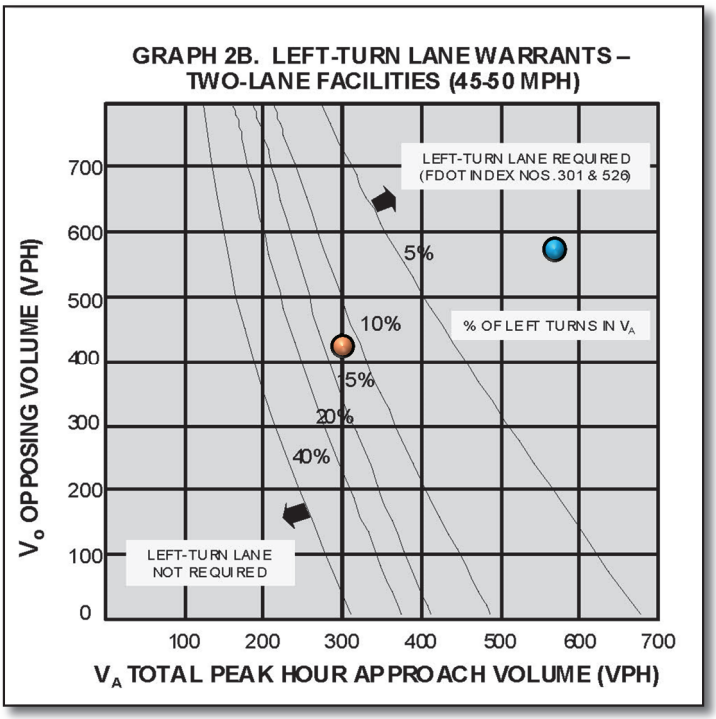
Right Turn Lane Warrant

WESTBOUND RIGHT TURN LANE

AM PEAK HOUR
Right Turn Volume: 24 vph
Approach Volume: 416 vph

PM PEAK HOUR
Right Turn Volume: 78 vph
Approach Volume: 583 vph

RESULT: WARRANTED



SOURCE: ADAPTED FROM NCHRP NO. 279

Left Turn Lane Warrant

EASTBOUND LEFT TURN LANE

AM PEAK HOUR
Left Turn Volume: 15 vph (5%)
Approach Volume: 302 vph
Opposing Volume: 416 vph

PM PEAK HOUR
Left Turn Volume: 54 vph (10%)
Approach Volume: 571 vph
Opposing Volume: 583 vph

RESULT: WARRANTED

MURPHY SUBDIVISION
TURN LANE WARRANT EVALUATION

RAYSOR Transportation Consulting

Pasco County Schools

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

School Impact Analysis

Project Name	Murphy Road	23-May-22
Project Location	North side of County Road 54, 1.8 miles east of U. S. Highway 301	
Parcel ID Numbers	01-26-21-0010-00100-0000, 01-26-21-0010-00200-0000, 01-26-21-0010-00300-0000, 01-26-21-0010-01400-0000, 01-26-21-0010-04900-0010, 36-25-21-0000-00200-0000 (120.41 acres)	
Property Owner/Developer	GLK Real Estate	
Applicant	Willian J. Molloy	

This development will be subject to school impact fees and a school concurrency review. Any project that exceeds the adopted Level of Service will be required to mitigate the impacts that are created by the development.

Proposed Entitlements

Student Impacts		**Student Generation Rates**			**Students Generated**			
Housing Unit Type	**# Units**	**Elementary School**	**Middle School**	**High School**	**Elementary School**	**Middle School**	**High School**	**Totals**
Single Family Detached	398	0.18	0.095	0.123	72	38	49	159
Single Family Attached	274	0.077	0.037	0.047	22	11	13	46
Multi-Family	0	0.115	0.052	0.068	0	0	0	0
Mobile Home	0	0.12	0.055	0.071	0	0	0	0
Totals	672				94	49	62	205

School Impacts* **School**	**School Capacity**	**2022-23 Projected Enrollment**	**Percent of Capacity**	**Enrollment with Proposed Development**	**Percent of Capacity with Proposed Development**
Woodland Elementary School	938	520	55%	614	65%
Raymond B. Stewart Middle	1,095	1,076	98%	1,125	103%
Zephyrhills High School	1,968	1,758	89%	1,820	92%

*School attendance boundaries are subject to change and could affect schools listed above.

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

CLARKE G. HOBBY, ESQ. / HOBBY & HOBBY, P.A.
Record Title Holder(s) or Authorized Representative Name(s)

That it is the owner and record title holder or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 01-26-21-0010-00300-0000; 01-26-21-0010-00200-0000; 01-26-21-0010-00100-0000 01-26-21-0010-01400-0000; 01-26-21-0010-04900-0010; 36-25-21-0000-00200-0000 36-25-21-0010-12800-0010

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: MURPHY ROAD MPUD

Project Number: RZ-7666

Request: CHANGE IN ZONING FROM AR AND RMH TO MPUD

That attached is the following:

____ Proof of publication from the _____ (newspaper name, if applicable).

X Certificate of mailing for the notices, which were mailed on 06/25/2025 (Date).

X Photos showing the placement of and language on the signage, which was posted on 06/25/2025 (Date).

FURTHER AFFIANT SAYETH NOT

Clarke G. Hobby

The foregoing instrument was acknowledged before me the June 25, 2025 (date), by Clarke G. Hobby (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

DANYETTE RODRIGUEZ NOTARY PUBLIC MY COMMISSION EXPIRES 2-23-2028 STATE OF FLORIDA COMMISSION NUMBER HH 482726

NOTARY PUBLIC

HOBBY & HOBBY, P.A.
Attorneys and Counselors at Law

H. Clyde Hobby
Clarke G. Hobby
John C. White (of counsel)

109 N. Brush St., Ste. 250
Tampa, FL 33602
Telephone (813) 223-3338
Facsimile (813) 223-9606



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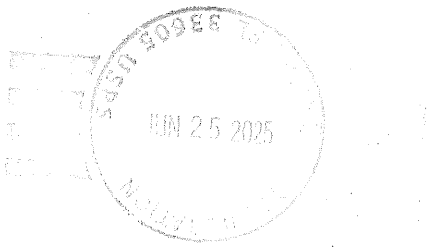


CERTIFICATE OF MAILING
FOR
MURPHY ROAD MPUD – RZ 7666

5L PROPERTIES LLC
PO BOX 2679
ZEPHYRHILLS, FL 33539-2679

ACHTZENER JEAN MICHELLE
7036 FORBES RD
ZEPHYRHILLS, FL 33540-1592

ALL CRAFT MARINE HOLDINGS LLC
40047 COUNTY ROAD 54
ZEPHYRHILLS, FL 33540-7951

ALLEN TIMOTHY & ALLEN AIMEE
40018 LYNBROOK DR
ZEPHYRHILLS, FL 33540

ANDERSON ROBERT E & MARIA
6848 CHENKIN RD
ZEPHYRHILLS, FL 33542-1748

ASARO MATTHEW J &
MENDELSOHN KATHRYN LYN
7101 FORBES RD
ZEPHYRHILLS, FL 33540-1594

BARNES TRACEY L
948 TANGLEWOOD PL
THE VILLAGES , FL 32162-4094

BONILLA JOSUE GONZALEZ
7107 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1520

BROWN ROBERT R & KATHLEEN J
7209 CHENKIN ROAD
ZEPHYRHILLS, FL 33540

CALDWELL LONNIE & ANNETTE &
PENNINGTON A D & PENNINGTON BD
40042 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1511

CARPENTER ZACKARY ALLEN &
SPAULDING DANIELLE
7151 RYMAN LOOP
ZEPHYRHILLS, FL 33540

CATO ANGELCA
7137 RYMAN LOOP
ZEPHYRHILLS, FL 33542

CHENKIN JOSEPH A
1943 STEWARTSTOWN RD
STEWARTSTOWN, PA 17363-7943

CHIRINO MARIA & CAMPA ISABEL
40034 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1511

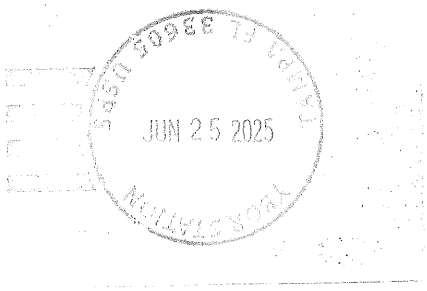
CHITTY DONALD R
7211 FORBES RD
ZEPHYRHILLS, FL 33540-1596

CITY OF ZEPHYRHILLS
5335 8TH ST
ZEPHYRHILLS, FL 33542-4312

COB MHC HILLSIDE ONE LLC SBAF
1801 HERMITAGE BLVD STE 100
TALLAHASSEE, FL 32308

COBALT PROPERTY MANAGEMENT LLC
112 SW 7TH ST STE 3C
TOPEKA, KS 66603

18pcs



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CORREA DENNISE SANCHEZ
40026 PRETTY REDBIRD RD
ZEPHYRHILLS, FL 33540-1501

CRAIG CYNTHIA
7131 FORBES RD
ZEPHYRHILLS, FL 33540-1594

CRIBBS THOMAS BUTLER & ABBYGAIL GRACE
7231 TIMBER CREST LN
ZEPHYRHILLS, FL 33540

CRUMPLER CARROLL L & MADELYN L LIVING TRUST
6625 FORBES RD
ZEPHYRHILLS, FL 33540-7932

CSX TRANSPORTATION INC
C/O TAX DEPT J910500 WATER ST
JACKSONVILLE, FL 32202-4423

DEAN JAMES C
39752 PRETTY POND RD
ZEPHYRHILLS, FL 33540-1546

DEAN STEVEN A & SHARON D
7125 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1520

DEGROOT GEORGE C
6915 CHENKIN RD
ZEPHYRHILLS, FL 33542-1751

DEKLE DANNY M
7108 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1524

DEVLIEG ROBERT J
7103 CHENKIN RD
ZEPHYRHILLS, FL 33540-1567

DONLEY JEFFREY
39740 PRETTY POND RD
ZEPHYRHILLS, FL 33540

ELLSWORTH LARRY F & MARY C
6935 CHENKIN RD
ZEPHYRHILLS, FL 33542-1751

ENG VERNON
6743 FORBES RD
ZEPHYRHILLS, FL 33540-7936

FANNING JAMES & PARKS ELIZABETH
6753 FORBES ROAD
ZEPHYRHILLS, FL 33540

FARMER KENNETH R
39850 COUNTY ROAD 54
ZEPHYRHILLS, FL 33542-1737

FARMER KENNETH R & MICHELLE L
39850 COUNTY ROAD 54
ZEPHYRHILLS, FL 33542-1737

FEDE JOY V
C/O SARAH FEDE31515 LOCH ALINE DR
WESLEY CHAPEL, FL 33545-1107

FIGUEROA ORLANDO & SONYA
40007 FRIAR TUCK TRL
ZEPHYRHILLS, FL 33540

FOSTER ERIC
7230 TIMBER CREST LN
ZEPHYRHILLS, FL 33540

FREEZE PROPERTIES LLC
39943 PRETTY POND RD
ZEPHYRHILLS, FL 33540-1572

FREEZE SHERRI
40011 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1512

GARY ANGELINE
7219 TIMBER CREST LN
ZEPHYRHILLS, FL 33540-1527

GORDON JOSHUA
6932 CHENKIN RD
ZEPHYRHILLS, FL 33542-1750

29 pcs



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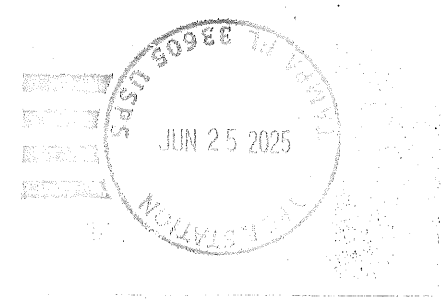

GREATHOUSE TRACI M & MICHAEL
40018 PRETTY REDBIRD RD
ZEPHYRHILLS, FL 33540-1501

GRIFFIS BRUCE IRVIN & KATHY JO
6701 FORBES RD
ZEPHYRHILLS, FL 33540-7934

HAMMOND BRIAN KENT & KELLY ANN
7211 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1521

HAMRELL DAVID M
39427 COMSTOCK LN
ZEPHYRHILLS, FL 33540-3203

HANOVER LYNN E & JESSIE M
403 E MAIN ST
HEBRON, OH 43025-7032

HAY DUGLAS & HAY BRIAN
40010 PROUD MOCKINGBIRD LN
ZEPHYRHILLS, FL 33540-1511

HERWEH-CANNON ALICIA
6740 CHENKIN RD
ZEPHYRHILLS, FL 33542-1700

HERWEH-CANNON ALICIA M
6750 CHENKIN RD
ZEPHYRHILLS, FL 33542-1700

HICKS HERCULES JR
7220 TIMBER CREST LN
ZEPHYRHILLS, FL 33540-1558

HINDS SUSAN R
6700 FORBES RD
ZEPHYRHILLS, FL 33540-7933

JELTEMA JOHN M & LINDA D LIV TRUST
JELTEMA JOHN M & LINDA D TTEES
7205 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1521

JENKINS NAMMARRIA &
CHAVES SARAH
11330 KITTEN TRL
HUDSON, FL 34669

JERABEK RICHARD & NAPIER SKYLIA
7041 FORBES RD
ZEPHYRHILLS, FL 33540-1591

JOHNSON JACK E JR
6951 CHENKIN RD
ZEPHYRHILLS, FL 33542-1751

JOHNSON TERESA M
39846 SUNBURST DR
DADE CITY, FL 33525-1473

KARCZMARCZYK THERESA M
7051 FORBES RD
ZEPHYRHILLS, FL 33540-1591

LAMOTHE KELLSEY
7151 TIMBER CREST LN
ZEPHYRHILLS, FL 33540

LARSEN JAMES D & DALE S
PO BOX 1204
ZEPHYRHILLS, FL 33539-1204

LEONARD REVA ROSALIA
C/O SARENA L HORTON37653
SHAMROCK PL
ZEPHYRHILLS, FL 33541-6884

LEONARD ROBIN A
7143 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1520

LOEHR GRADY & DONNA LYNN
40051 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1512

MASER DENNIS & JUDITH
39800 COUNTY ROAD 54
ZEPHYRHILLS, FL 33542

MATHEWS TERRY E TRUST MATHEWS
TERY E TRUSTEE
PO BOX 1402
ZEPHYRHILLS, FL 33539-1402

MCADAMS STEVE A SR &
SARAH DONNELL
7020 FORBES RD
ZEPHYRHILLS, FL 33540-1590

24pcs



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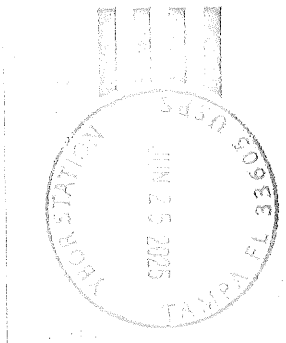

MCCOLLISTER KATHY L
7115 FORBES RD
ZEPHYRHILLS, FL 33540-1594

MILLER GARY J & LYNDA F
6853 CHENKIN RD
ZEPHYRHILLS, FL 33542-1749

MOSINSKI JOHN PAUL II &
CATHERINE V
7105 FORBES RD
ZEPHYRHILLS, FL 33540-1594

NEWCOMB CINDY
7158 FORBES RD
ZEPHYRHILLS, FL 33540

NEWELL ANTHONY MARQUIS
6611 FORBES RD
ZEPHYRHILLS, FL 33540-7932

NOVAK ALLEN & GAIL M
3916 OAK GROVE DR
SARASOTA, FL 34243-2807

OAKLEY LYNN MURPHY
124 WYNDHAM DR
WINTER HAVEN, FL 33884

OAKLEY PASCO COUNTY PROPERTY
TRUST OAKLEY LYNN M TRUSTEE
101 ABC RD
LAKE WALES, FL 33859-6844

OROSZ BOB D & SANDRA M
5306 FRONTIER DR
ZEPHYRHILLS, FL 33540-7602

PASCO COUNTY FACILITIES
MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

PAUL ROBERT S & BEVERLY C
40035 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1512

PEEPLES DANIEL A
6910 CHENKIN RD
ZEPHYRHILLS, FL 33542-1750

PEREZ ANGEL & LUZ YVETTE
7209 TIMBER CREST LN
ZEPHYRHILLS, FL 33540-1527

POIRIER GERARD JR
6723 FORBES RD
ZEPHYRHILLS, FL 33540-7934

POOLE MAURICE A JR & LOUISA
7204 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1518

POSTON MARY E
40004 LYNBROOK DR
ZEPHYRHILLS, FL 33540-7900

PRETTY POND ACRES HOMEOWNER'S
ASSOC
PO Box 1145
ZEPHYRHILLS, FL 33539

PRIESTLEY MICHELLE R & RAELISHA
40043 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1512

PRIESTLEY ROSEMARY H
40050 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1511

PRITCHARD DONALD T
40019 PRETTY REDBIRD RD
ZEPHYRHILLS, FL 33540-1502

PROVOST KRISTINE
7238 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1518

QUILLEN ANGELA RENEE
39730 PRETTY POND ROAD
ZEPHYRHILLS, FL 33540

RAFUSE KARETHA
40011 PRETTY REDBIRD RD
ZEPHYRHILLS, FL 33540-1502

REITMEYER SUSAN
7224 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1518

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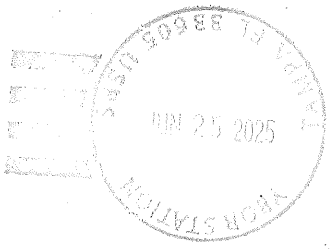

REYNOLDS JODI R & FRANK
7237 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1521

RILEY SIERRA M
40019 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540-1512

RIVERA DENNIS JR &
RIVERA DENNIS SR
7131 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1520

ROGERS ROBIN G
39440 COMSTOCK LN
ZEPHYRHILLS, FL 33540

ROLDAN JOSE A SR
40030 LYNBROOK DR
ZEPHYRHILLS, FL 33540-7900

ROLDAN TRUST
ROLAND JOSE A SR TRUSTEE
7046 FORBES RD
ZEPHYRHILLS, FL 33540

ROY KENNETH & SHERRI L
6624 FORBES RD
ZEPHYRHILLS, FL 33540-7931

RYAN JASON ROBERT
40027 PRETTY REDBIRD RD
ZEPHYRHILLS, FL 33540-1502

SANDIFER WILLIAM E II
6545 FORBES RD
ZEPHYRHILLS, FL 33540-7930

SCOTT JAY B
7139 FORBES RD
ZEPHYRHILLS, FL 33540-1594

SEVERINO JACKELYN
7029 FORBES RD
ZEPHYRHILLS, FL 33540

SOJO DAVID W S &
MAISONET MARIA D C CABEZAS
7124 RYMAN LOOP
ZEPHYRHILLS, FL 33540

SPRINGER CONSTANCE E
6642 FORBES RD
ZEPHYRHILLS, FL 33540-7931

STEALTH GROUP FL LLC
1734 E BOSTON ST #101
GILBERT, AZ 85295

STEINER ALLEN J & DONNA J
PO BOX 2272
ZEPHYRHILLS, FL 33539-2272

THOMPSON JOSEPH J & LAURA C
40035 PRETTY REDBIRD RD
ZEPHYRHILLS, FL 33540-1502

TOMBS JENNIFER C
7043 CHENKIN RD
ZEPHYRHILLS, FL 33540

VAN TASSELL TYLER D
14943 LAKE FOREST DR
LUTZ, FL 33559-3269

VANDERHAM KENNETH PAUL &
WYNTER HOPE
7280 CHENKIN RD
ZEPHYRHILLS, FL 33540

VICTORY BAPTIST CHURCH OF
ZEPHYRHILLS INC
6950 FORBES RD
ZEPHYRHILLS, FL 33540-7939

WEST JOHNNY JR & BEAMS MARY A
7015 FORBES RD
ZEPHYRHILLS, FL 33540-1591

WESTERVELT JEFFREY H
6708 FORBES RD
ZEPHYRHILLS, FL 33540-7933

WETHERELL DANIEL C & SUSAN C
6847 CHENKIN RD
ZEPHYRHILLS, FL 33542-1749

WILLIAMS PATRICIA A &
VALDES DAVID
7102 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1524

24 pcs

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WILSON NATHYN L LIVING TRUST
WILSON NATHYN L TRUSTEE
6637 FORBES RD
ZEPHYRHILLS, FL 33540-7932

WILSON PAUL S
7150 TIMBER CREST LN
ZEPHYRHILLS, FL 33540-1525

WOJERSKI ROBERT THOMAS
40018 PROUD MOCKINGBIRD RD
ZEPHYRHILLS, FL 33540

WOOLDRIDGE TRENIA P
6705 FORBES RD
ZEPHYRHILLS, FL 33540-7934

WORLEY JOSEPH L & WORLEY MAE L
7113 RYMAN LOOP
ZEPHYRHILLS, FL 33540-1520

5 pcs DB

HOBBY & HOBBY, P.A.

Attorneys and Counselors at Law

H. Clyde Hobby
Clarke G. Hobby
John C. White (of counsel)

109 N. Brush St., Ste. 250
Tampa, FL 33602
Telephone (813) 223-3338
Facsimile (813) 223-9606

Dear Property Owner:

This is to notify you that Petition No. RZ-7666 has been filed in the name of Three M Revocable Trust / Lynn Murphy Oakley, et al. for a change in zoning from A-R Agricultural - Residential District and R-MH Mobile Home District to a MPUD Master Planned Unit Development District.

The parcels of land are north of County Road 54 and west of Forbes Road (Parcel I.D. Nos.: 01-26-21-0010-00100-0000; 01-26-21-0010-00200-0000; 01-26-21-0010-00300-0000; 01-26-21-0010-01400-0000; 01-26-21-0000-04900-0010; 36-25-21-0000-00200-0000; 36-25-21-0010-12800-0010) containing approximately 120.71 acres, more or less.

Public hearings for the consideration of this application will be held:

Planning Commission	**07/10/2025**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**
Board of County Commissioners	**08/05/2025**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**

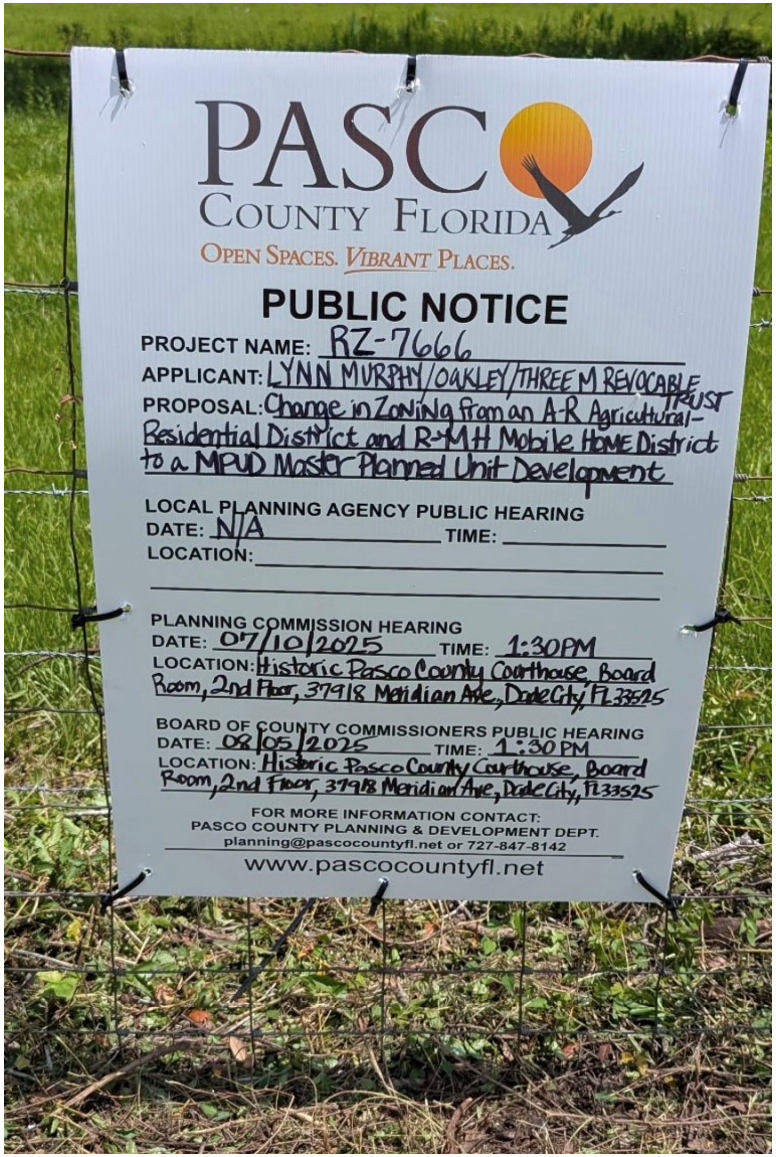
If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition.

Any person desiring to appeal any decision made by the Planning Commission or Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Planning and Development Department.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.




PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
PUBLIC NOTICE
PROJECT NAME: RZ-7666
APPLICANT: LYNN MURPHY/OAKLEY/THREE M REVOCABLE TRUST
PROPOSAL: Change in Zoning from an A-R Agricultural-Residential District and R-MH Mobile Home District to a MPUD Master Planned Unit Development
LOCAL PLANNING AGENCY PUBLIC HEARING
DATE: N/A TIME:
LOCATION:
PLANNING COMMISSION HEARING
DATE: 07/10/2025 TIME: 1:30PM
LOCATION: Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Ave, Dade City, FL 33525
BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING
DATE: 08/05/2025 TIME: 1:30 PM
LOCATION: Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Ave, Dade City, FL 33525
FOR MORE INFORMATION CONTACT:
PASCO COUNTY PLANNING & DEVELOPMENT DEPT.
planning@pascocountyfl.net or 727-847-8142
www.pascocountyfl.net

43274

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-044 was published in said newspaper by print in the issues of 06/25/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **06/25/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARINGS ON A REZONING FOR PROPERTY LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, July 10, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, August 5, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Thirteen State Properties LLC/One Lacoochee Center (RZ-7873) petition for a rezoning from a R-3 Medium Density Residential District, a R-4 High Density Residential District and a MF-1 Multiple-Family Medium Density District to a I-1 Light Industrial Park District for a parcel located southeast of Pine Products Road and west of Bower Road (26-23-21-0020-00P00-0070 et al).

2. THREE M REVOCABLE TRUST, JEAN MCCLAIN-MURPHY TTEE/MURPHY ROAD MPUD (RZ-7666) petition for a rezoning from a A-R Agricultural-Residential District and a R MH Mobile Home District to a MPUD Master Planned Unit Development District for a parcel located north of County Road 54 and west of Forbes Road (AKA 01-26-21-0010-00100-0000 et al).

PUBLIC NOTICE is hereby given that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, July 15, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

3. James A & Cheryl L Pelletier/Powerline Road Rezone (RZ-7869) petition for a rezoning from a A-C Agricultural District and a A-R Agricultural-Residential District to a A-R Agricultural-Residential District for parcels located at the east side of Powerline Road, approximately 2,200 feet north of Frazee Hill Road (aka 15-24-21-0000-01500-0000 and 15-24-21-0000-01500-0020).

4. Swami Ayyen LLC/Wesley Chapel Professional Center (RZ-7867) petition for a rezoning from a PO-2 Professional Office District to a C-2 General Commercial District for a parcel located at the southeast corner of the intersection of State Road 54 and Veridian Way (aka 09-26-20-0000-00600-0040).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
June 25, 2025 43274

LOCAL PLANNING AGENCY
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDE25-0202 **DATE:** 7/10/2025

SUBJECT: Development Agreement (Consent) - Homes by West Bay, LLC. - To Design, Permit, Acquire Right of Way, and Construct a Portion of Kiefer Road and New River Boulevard in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

REFERENCES: All Villages of Pasadena Hills Planning and Policy Committee Meetings (PPC), Local Planning Agency (LPA), and Board of County Commissioners (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PPC at DC 5/21/25 continued - PPC at DC 6/18/2025 - LPA at DC 7/10/2025

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED AGENCY ACTION:
Recommend Approval of the Development Agreement to the Board of County Commissioners.

BACKGROUND:

PROJECT OVERVIEW

This development agreement is for the design, construction, right of way acquisition, and permitting of Kiefer Road and New River Boulevard, as required by the MPUD conditions of approval and the VOPH Enabling Documents. The Magnolia Island MPUD was approved by the BCC for 475 residential dwelling units and 70,000 square feet of commercial on September 20, 2022 (PDD22-7584).

Kiefer Road will be constructed as a 142AA typical section per the VOPH Master Roadway Plan (MRP) and New River Boulevard will be constructed as a 70AA typical section per the VOPH MRP. Kiefer Road will be constructed from Curely Road to the Magnolia Island project access as depicted in Exhibit B-1. New River Boulevard will be constructed from the terminus of the aforementioned Kiefer Road improvements to Tyndall Road.

In exchange for constructing the necessary roadway infrastructure, the developer will be entitled to Transportation Development Fee (TDF) credits. As set forth within the enabling documents for VOPH, TDF credits may not be used for the External Transportation Improvement Fee; those fees must be paid in cash.

On June 19th, 2025, this project received a unanimous vote by the Villages of Pasadena Hills Planning and Policy Committee to recommend approval to the Board of County Commissioners.

This agenda memo was prepared by:William Vermillion, AICP-C, CNU-A, Senior Planner

SITE DETAILS

The project is located in the Villages of Pasadena Hills, Village F, located on the south side of and

abutting the future Tyndall Road, north of and abutting the future Kiefer Road, between Handcart Road and Curley Road. (PID: 24-25-20-0000-00100-0000)

Commission District:	The Honorable Ronald Oakley
Project Name:	Magnolia Island DA
Applicants' Name(s) :	Homes by West Bay LLC.
Current Zoning District:	MPUD
Proposed Zoning District:	N/A
Future Land Use (FLU) Classification:	VMU Type 2B
Water/Sewage:	Pasco/Pasco
Flood Zone:	A, AE, and X
Requested Entitlements:	N/A
Roads/Access:	Kiefer Road and Tyndall Road (Public Roads)

FISCAL IMPACT/COST/REVENUE STATEMENT:

The DA provides mobility fee/transportation development fee credits consistent with the Villages of Pasadena Hills Financial Plan. The fiscal impact of these credits was addressed at the time of the Board's approval of the Villages of Pasadena Hills Financial Plan.

ATTACHMENT(S):

1. PDE25-0202: Development Agreement with Exhibits
2. PDE25-0202: 70AA Typical Section
3. PDE25-0202: 142AA Typical Section
4. PDE25-0202: Proof of Publication

DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND HOMES BY WESTBAY, LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR CERTAIN IMPROVEMENTS TO KIEFER ROAD & NEW RIVER BOULEVARD PURSUANT TO THE MAGNOLIA ISLAND MPUD

THIS DEVELOPMENT AGREEMENT (this "DEVELOPMENT AGREEMENT or "DA") is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "**County**", and HOMES BY WESTBAY, LLC, a Florida limited liability company, hereinafter called "**Developer**".

W I T N E S S E T H:

WHEREAS, the County is authorized by the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (F.S.), to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, on September 20, 2022, the County's Board of County Commissioners (the "**BCC**") adopted Resolution No. 22-66RZ, approving the Magnolia Island Master Planned Unit Development with conditions for the development of 475 Single Family Dwelling Units and 70,000 Square Feet Commercial (the "**MPUD**");

WHEREAS, Developer is the owner of the real property in Pasco County, Florida, legally described on **Exhibit "A"** attached hereto and incorporated herein by reference, which constitutes a portion of the MPUD and within which Developer intends to construct a residential development (hereinafter called the "**Project**"); and

WHEREAS, the MPUD and the Project are located in the Villages of Pasadena Hills, an area plan and overlay ("**VOPH**") that was created pursuant to Goal 6 of the Pasco County Comprehensive Plan (the "**Comprehensive Plan**") and Section 602 of the Pasco County Land Development Code (the "**LDC**"); and

WHEREAS, Goal 6 of the Comprehensive Plan and Section 602 of the LDC and the Pasadena Hills Financial Plan (which was adopted by the BCC originally on February 10, 2009, as amended) are collectively referred to hereinafter as the "**Enabling Documents**"; and

WHEREAS, the Enabling Documents create certain special mobility fees and surcharges per unit for residential development within VOPH collectively called a "VOPH Transportation Development Fee" (the "**TDF**" or "**TDFs**"); and

WHEREAS, the Enabling Documents also provide, provided certain terms and conditions are met, that the County will issue credits to be applied towards the payment of the TDFs, less the External Transportation Improvement Fee component of the TDFs (which is comprised of the External Transit Account, External SIS Mobility Fee Account and the External Roads Account), in the event that developer and certain other parties within VOPH (a) undertake the design, permitting and construction of certain identified roadways within VOPH, (b) provide for certain drainage/retention, floodplain compensation and wetland mitigation associated with such roadways, and acquire certain right-of-way associated therewith; and

WHEREAS, pursuant to the Enabling Documents, the MPUD requires that applicant/developer design, permit and construct certain improvements to Kiefer Road as generally depicted on **Exhibit "B-1"** (the "**Kiefer Improvements**") and New River Boulevard, a/k/a Magnolia Island Boulevard as generally depicted on **Exhibit "B-2"** (the "**New River Improvements**") (collectively, the "**Roadway Improvements**") that lie partially within the MPUD (on-site) and partially outside of the MPUD (off-site); and

WHEREAS, pursuant to the Enabling Documents, the MPUD also requires applicant/developer to (a) provide for certain drainage/retention, floodplain compensation and wetland mitigation associated with the Roadway Improvements and (b) dedicate, cause, the dedication of, acquire or provide funding for certain rights-of-way which are necessary to construct the Kiefer Improvements, each of which are identified and denoted on **Exhibit "C"**, which is attached hereto and incorporated herein by reference (the "**Right-of-Way Acquisition Map**"):

1. ROW Parcel Nos. 100, 102 and 104 (Kirkland Ranch Parcels, which has already been acquired by the County as further described herein);
2. ROW Parcel No. 103A (Reid Mayback); and
3. ROW Parcel Nos. 106(A-C), together with a slope easement over Slope Area 106H (Logan).

WHEREAS, Developer has provided the County the sum of $306,458.75 to offset the County's costs incurred in the transaction in which the County acquired ROW Parcel Nos. 100, 102 and 104 shown on the Right-of-Way Acquisition Map via that certain Special Warranty Deed recorded at Official Records Book 10934, Page

3182 of the Public Records of Pasco County, Florida from Kirland Ranch, Inc., a Florida corporation ("**Kirkland**") pursuant to an agreement between the County and Kirkland (the "**Kirkland Agreement**") and;

WHEREAS, this DA further sets forth a specific list of Developer's obligations concerning (a) the design, permitting and construction of the Roadway Improvements (the "**Construction Obligations**"), (b) the provision of such drainage/retention, floodplain compensation and wetland mitigation associated with the Roadway Improvements (the "**Drainage and Mitigation Obligations**") and (c) the dedication of certain right-of-way from Developer and the acquisition and/or funding for the County's acquisition of right-of-way as set forth on the Right-of-Way Acquisition Map (the "**Right-of-Way Obligations**"), the Construction Obligations, Drainage and Mitigation Obligations and the Right-of-Way Obligations being hereinafter collectively referred to as the "**Developer Obligations**");

WHEREAS, Developer is willing to undertake the Developer Obligations on the conditions that it is awarded the TDF Credits (as hereinafter defined) pursuant to the terms and conditions hereof; and

WHEREAS, the County and Developer desire to enter into this DA to provide for each of the same for the TDF Credits pursuant to the terms and conditions hereof; and

WHEREAS, the Board of County Commissioners, after public notice and hearing in accordance with applicable law, has approved this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the County and Developer hereby agree as follows:

1. WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this DA.

2. PURPOSE

It is the purpose and intent of this DA to further set forth terms and conditions for Developer to design, permit and construct the Roadway Improvements, provide for certain drainage/retention, floodplain

compensation and wetland mitigation associated with the Roadway Improvements as hereinafter described, and dedicate and acquire certain right-of-way as hereinafter described, if it is awarded the TDF Credits pursuant to the terms and conditions hereof, and to set forth the parties respective obligations regarding same. All terms and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in **Exhibit "A"**. Developer is the holder of legal title to the real property described on **Exhibit "A"** within the MPUD and its mailing address is 4065 Crescent Park Drive, Riverview, FL 33578, Attention: Beth Bradburn. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to Developer and its designated successors and assigns.

b. Duration and Effective Date: This DA shall be for the earlier of either the duration of twenty (20) years from the effective date of this DA or credit depletion, whichever occurs first subject to any conditions precedent or termination provisions herein or mutual agreement. The effective date of this DA shall be the date this DA is recorded in the Public Records of Pasco County. The Developer shall cause this DA to be recorded upon the latter of its approval by the BCC and its full execution by the parties hereto, but in any event in a timely manner as required by Section 163.3239, Florida Statutes.

c. Development Uses of Land: The Project is currently zoned MPUD Master Planned Unit Development District pursuant to the MPUD.

d. Public Facilities: Adequate transportation facilities are available for the Project through existing facilities and other transportation facilities being provided by Developer, third parties or the County, as required by the Enabling Documents and the MPUD. Adequate potable water and wastewater services for the Project are or will be available through Pasco County Utilities ("**PCU**"). Adequate disposal services for the Project are available through existing licensed collectors and the County's Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the

Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by Developer in accordance with the terms and conditions of the MPUD Master Planned Unit Development and satisfaction of all applicable County, State, and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) shall be provided in accordance with the LDC, as amended by the MPUD and its Conditions of Approval.

f. Local Development Permits Needed: Prior to the construction of the applicable portion of the Roadway Improvements, Developer shall obtain any necessary development approvals in accordance with the LDC. This provision does not exempt Developer from obtaining all other permits required by agencies with jurisdiction over the Project.

g. Findings: The County has found that the MPUD and the Project, as permitted and proposed, are consistent with the portions of the Comprehensive Plan applicable to the MPUD and the Project development approvals obtained as of the date of this DA, subject to the conditions of the MPUD and this DA.

h. Requirements Necessary for the Public Health, Safety, and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the County for the public health, safety, or welfare of its citizens have been identified and included within the MPUD and/or this DA. Developer shall be subject to the applicable MPUD conditions of approval and the other applicable provisions of the LDC, Code of Ordinances, and Comprehensive Plan necessary for the public health, safety, and welfare.

i. Compliance with Legal Requirements and Permitting: The failure of this DA to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the laws governing the said permitting requirement, condition, term, or restriction.

j. Zoning and Comprehensive Plan Issues: The current Comprehensive Plan Future Land Use Map classification for the MPUD is VOPH Village Mixed Use- Type 2B. The MPUD and the Project are consistent with the applicable provisions of the Enabling Documents and the other applicable Goals,

Objectives, and Policies of the Comprehensive Plan. The zoning classification for the MPUD and the Project are MPUD Master Planned Unit Development.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Creditable Roadway Improvements.

(1) Developer shall design, permit and construct the Roadway Improvements as set forth herein and depicted on **Exhibit "B-1**" and **Exhibit "B-2"**, but the New River Improvements may be designed and constructed in phases in accordance with Section 6 hereof. The Roadway Improvements shall include all applicable and necessary shoulders, sidewalks/multi-use paths, striping, stormwater-drainage facilities, floodplain mitigation, wetland mitigation and other roadway appurtenances, all as determined by the County and permitting agencies to be necessary during the design and permitting of the Roadway Improvements (collectively, the "**Roadway Appurtenances**"), together with any additional design, permitting construction items further detailed in Section 7(c) hereof. For the purposes of this DA, completion of construction of the Roadway Improvements shall be defined as when the applicable improvements are accepted by the County for maintenance (which is evidenced by the County accepting the maintenance guarantee posted by Developer) and open to the traveling public, and any required Defect Guarantee has been delivered to the County. Subject to the terms and conditions hereof, Developer shall receive reimbursements in the form of TDF Credits as set forth in Section 7 of this DA for the actual, reasonable, eligible amounts spent by Developer for the Roadway Improvements. TDF Credit-eligible expenditures must be segregated from site related expenditures within the invoicing/schedule of values provided the improvements are designed and/or constructed simultaneously. The procedures for such credits are set forth in Section 7 below.

b. Non-Creditable Site Related Improvements.

In addition to the Roadway Improvements (which are eligible for the TDF Credits pursuant to the terms hereof), Developer is obligated by the MPUD conditions of approval to undertake certain site access improvements, which are not part of the Roadway Improvements and for which Developer is NOT entitled to TDF Credits. Such site access improvements include:

i. A 205 foot southbound left turn lane and a 555 foot eastbound left turn lane at the intersection of Kiefer Road and New River Blvd.

5. ROADWAY IMPROVEMENTS DESIGN, PERMITTING, AND RIGHT-OF-WAY ACQUISITION

a. Design, Permitting, Right-of-Way Acquisition, and Construction Requirements: Developer shall design, permit, provide right-of-way for, and complete construction of, the Roadway Improvements (in phases, as to the New River Improvements) in accordance with the terms of this DA no later than December 31, 2026. All design, permitting, and construction for the Roadway Improvements shall be in accordance with the standards promulgated by the County and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets that are consistent with the applicable cross sections for the Roadway Improvements as set forth in the Enabling Documents. The final alignment and design of the Roadway Improvements shall be determined through the construction plans to be approved by the County hereunder (and which be in phases, as to the New River Improvements) and the same shall automatically supersede the depiction of the Roadway Improvements set forth on **Exhibit "B-1"** and **Exhibit "B-2"** without any further approvals of the Pasco County Board of County Commissioners. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise provided in this DA, any Roadway Improvement-related wetland and floodplain impacts and compensation shall be included in the design and indicated on the applicable plans.

b. Roadway Drainage Facilities: Developer shall provide drainage for the ultimate configuration of Kiefer Road as a 4-lane roadway with the VOPH 142-BB typical cross-section. Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Roadway Improvements shall be owned, operated, and maintained by the County subsequent to the expiration of the three (3) year Defect Guarantee period as set forth herein. Developer may, however, request of the County that Developer, a Community Development District validly existing under Chapter 190, Florida Statutes (a "**CDD**"), or other legal entity as may be approved by the

County, be allowed to maintain these facilities for the County roadways. If such request is granted, Developer or CDD, as applicable, shall provide appropriate easements to the County so that the County has the ability to maintain the facilities in the event Developer or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Roadway Improvements, all such drainage facilities shall remain owned by the underlying land owner, including Developer where applicable, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner (or a CDD or other similar legal entity as may be approved by the County). The underlying landowner (or a CDD or other similar legal entity as may be approved by the County) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the County. Appropriate easements to the County, as applicable, shall be provided on all lands owned by Developer and shall be obtained from all other underlying land owners, by condemnation if necessary (subject to the provisions hereof concerning the awarding of the TDF Credits), of land containing drainage facilities serving the Roadway Improvements, including those facilities that are commingled or combined, so the County has the ability to maintain the facilities associated with the Roadway Improvements in the event Developer or other respective underlying land owners default on its (their) obligation to maintain the facilities.

c. Wetland and Floodplain Mitigation: In the event that the permitted floodplain mitigation area(s) for the impacts associated strictly with the Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the County, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted floodplain mitigation areas related to the Roadway Improvements are commingled/combined with floodplain mitigation areas of the Project or any other facilities or developments, all the floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying landowner, including Developer or CDD, where applicable. In such an event, appropriate easements shall be provided to the County, as applicable, for

the floodplain mitigation areas associated with the Roadway Improvements which are owned by Developer and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Roadway Improvements, including those areas that are commingled or combined, so the County has the ability to maintain the facilities in the event Developer or other underlying land owner defaults on its (their) obligations to maintain the facilities. If wetland impacts are necessary for the construction of the Roadway Improvements (if the Roadway Improvements are part of a comingled project, only for the portion of such comingled project that is attributable to the Roadway Improvements), Developer shall obtain credits from a wetland mitigation bank with credits available (and which will satisfy the applicable governmental bodies and agencies) for such wetland impact at the lowest available cost for such credits, and Developer shall be entitled to TDF Credits from the County for Developer's actual out-of-pocket expense in obtaining such credits.

d. County Review and Approval of Design: Developer has completed and submitted one hundred percent (100%) design plans for the applicable Roadway Improvements to the County for review and approval. Any reviews and approvals by the County shall be completed by the County within the applicable timelines required by the County's Standard Review Time frames pursuant to the County's Development Manual if applicable to the Planning, Development, and Economic Growth Department or, if applicable to the Transportation Engineering Department, within such department's standard review timelines. All plans for the Roadway Improvements, once accepted and approved for construction by the County, shall become the property of the County.

e. Permitting Requirements: Developer and/or its contractor shall obtain any and all required permits for the work it is to perform from the County, and any and all applicable local and State regulatory agencies, including the Southwest Florida Water Management District.

f. County Cooperation: The County shall, upon Developer's request, cooperate with Developer in processing permit applications, and Developer agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the applicable phases of the Roadway Improvements.

g. County Review: Developer agrees and recognizes that the County shall not be held liable or responsible for any claims which may result from any actions or omissions of Developer or engineers/contractors selected by Developer, in which the County participated, either through review or concurrence of their actions. In reviewing, approving, and/or rejecting any submissions or acts of Developer or engineers/contractors selected by Developer, the County in no way assumes or shares any of the responsibility or liability of Developer or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The County will review the submittals, although detailed checking will not necessarily be done. Developer or engineers/contractors selected by Developer remain solely responsible for the work and are not relieved of responsibility by review comments.

h. Utilities Relocation: Developer shall coordinate the relocation of any utilities infrastructure in conflict with the Roadway Improvements, including County utilities. Relocation of any utilities infrastructure which is in conflict with the Roadway Improvements, including County utilities, shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. County shall be ultimately responsible for ensuring that any County utilities are relocated in a timely manner at the sole cost of the County Utilities Department. The County agrees, upon request of Developer, to cooperate with Developer in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner.

i. Right-of-Way Acquisition:

(1) Subject to the issuance of the TDF Credits as provided for herein, Developer shall be responsible for satisfying the Drainage and Mitigation Obligations and the Right-of-Way Obligations, which include acquiring, dedicating or causing to be dedicated, any right-of-way needed for the construction of the Roadway Improvements, including the Roadway Appurtenances (except where the County has agreed to acquire the right-of-way or has already acquired the necessary right-of-way), and which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site

stormwater drainage facilities, off-site stormwater drainage facilities, floodplain mitigation, wetland mitigation, guardrails, handrails, sidewalks and multi-use paths, and any other necessary appurtenances, together with other right-of-way for future segments of Tyndall Road which are not being constructed by Developer. The County acknowledges that the landowner to the west of the MPUD, Brightman Logan, as Trustee of the Brightman Logan Revocable Trust created under agreement dated January 23, 1991 ("**Logan**") including ROW Parcels 106 (A-C), and the slope easement over Slope Area 106H, all as shown on the Right-of-Way Acquisition Map (collectively, the "**Logan ROW**"), has agreed to convey the Logan ROW to the County for the construction of the Roadway Improvements. The consideration paid concerning the Logan ROW is a matter between the County and Logan, and not Developer. Developer shall not be obligated to acquire the Logan ROW and the conveyance of the same shall occur between the County and Logan, but in any event shall be a condition to the County's acceptance of the Roadway Improvements. Logan is hereby joining in this DA for the purposes of acknowledging and agree that it will accept the sum of $357,770.00 in mobility fee credits (no cash) (but which such credits shall not apply to the External Improvement Fee portion of the TDFs) for the conveyance of the Logan ROW to the County based on a value of $70,000.00 per acre for the Logan ROW (ROW Parcel No. 106A being 0.770 acres, ROW Parcel No. 106B being 2.017 acres and ROW Parcel No. 106C 2.324 acres, for a total of 5.111 acres). Logan will deliver the special warranty deed within 30 days of the BCC's approval of this DA.

The parties also knowledge that a portion of the land upon which the Roadway Improvements are to be constructed is the subject of the Temporary Construction and Access Easement for Kiefer Road recorded at Official Records 10951, Page 2236 of the Public Records of Pasco County, Florida (the "**School Board Easement**"). The School Board Easement permits the construction and use of a portion of the Roadway Improvements on land currently owned by the District School Board of Pasco County (the "**School Board**"). The original Grantee of the School Board Easement, JP Land Holdings LLC, a Delaware limited liability company, has assigned its rights thereunder to Developer, as developer of the MPUD. Because the School Board Easement expressly permits the assignment of the grantee's rights and/or obligation thereunder to Developer and to the County, if requested by the County, Developer will partially assign its rights arising under the School

Board Easement to the County prior to acceptance of the Roadway Improvements. Developer represents and warrants to the County that the satisfaction of the Right-of-Way Obligations and the County's acceptance of the assignment of the School Board Easement, or the County's acquisition of fee simple title to the land over which the School Board Easement runs, includes all land on which the Kiefer Improvements are to be constructed. The County will acquire fee title of the School Board Easement property within 30 days of the BCC's approval of this DA.

6. INTERSECTION IMPROVEMENTS BIDDING AND CONSTRUCTION

a. Competitive Selection of Contractors: With respect to construction of the Roadway Improvements (as may be phased in accordance with the terms hereof), Developer, at its election, shall comply with either the County's Developer Pipeline Bid and Payment Process document in effect as of the effective date of this DA or other County-approved bid and payment processes; provided, however, Developer may satisfy the bidding procedures in the County's Developer Pipeline Project Provisions document by providing such documentation reasonably acceptable to the County demonstrating that, unless otherwise approved by the County Administrator or designee, Developer solicited for bids and attempted to secure bids from at least three (3) qualified bidders and awarded a contract for the applicable portion, phase, or segment of the Roadway Improvements with costs consistent with other comparable projects located within Pasco County, as reasonably determined by the County. To that end, the Developer shall retain full control of any and all bids and determinations regarding bidder qualification and determination of the qualified lowest bidder. The Developer may elect in its reasonable discretion to award the bids of portions, phases, or segments of the Roadway Improvements to a qualified bidder that is not the lowest overall bidder; provided however, any TDF Credit amounts for construction of the Roadway Improvements that are the subject to such bid may be limited to quantities and amounts awarded in comparable projects located in Pasco County, Florida, as reasonably determined by the County. The County acknowledges that this project (the construction of the Roadway Improvements, together with all associated drainage and improvements) has been formally bid, a contract has been executed and a notice-to-proceed has been issued to the low-bidder (Ripa & Associates or its affiliate). Any

creditable costs incurred by the Developer pursuant to such contract for the construction of the Roadway Improvements prior to execution of this DA are eligible for TDF Credits pursuant to the terms and conditions hereof.

b. Roadway Improvements Construction: Developer shall proceed and complete the construction of the Roadway Improvements in accordance with the final alignment, design, specification, and construction plans as approved by the County, and other applicable Federal, State, and regional regulatory agencies. Notwithstanding any other provision of this DA, Developer may design and construct the New River Improvements in phases provided that: (a) the Kiefer Improvements have been completed, accepted and the defect guarantee for the same posted in favor of the County in accordance with Section 8.b hereof; (b) the phase of the New River Improvements to be constructed provides access from a phase of development within the MPUD through the New River Improvements to Curley Road via the Kiefer Improvements; and (c) the northernmost phase of the New River Improvements providing access to a phase of development within a MPUD must include the remaining, northernmost section of the New River Improvements within the MPUD extending to Tyndall Road. Developer shall be entitled to TDF Credits for the Kiefer Improvements and such phase(s) of the New River Improvements upon completion of such improvements, acceptance of the same by the County, and the posting the applicable defect guarantees in accordance with Section 8.b hereof.

c. Tender of Improvement Area: Upon the issuance of the Notice to Proceed by the Developer to its contractor the area covered by Notice to Proceed shall be deemed to be tendered to the Developer's contractor and such entity shall be in the custody and control of the project areas. The Developer's contractor shall be responsible for providing a safe work zone for the public.

d. County Observation: The County's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Roadway Improvements and shall at all times have access to the work being performed pursuant to this DA for the County's observation. However, should the County observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the County shall notify Developer and its representative in writing, and

Developer shall, at its cost, correct the deficiencies, as necessary. Nothing herein shall require the County to observe or inspect the work on the Roadway Improvements. Developer shall be solely responsible for ensuring that the Roadway Improvements are constructed in accordance with the plans, specifications, and required standards of the County. Observations by the County that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of Developer's requirements herein.

e. Right-of-Way: Prior to the County's acceptance of the Roadway Improvements, Developer shall meet the applicable requirements of the County and cause any and all rights-of-way under their ownership/control, including rights-of-way for drainage facilities and floodplain mitigation, as necessary and appropriate, to be conveyed to the County. If any such drainage facilities or floodplain mitigation is required and not satisfied with ponds being conveyed to the County in fee simple, all such conveyances shall include access easements, be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances which restrict its use for road purposes, including exemption from all covenants and deed restrictions. If applicable for proposed co-mingled ponds and associated stormwater facilities, an easement shall be required for drainage purposes into the stormwater system and pond(s) which holds the stormwater caused by the construction of the Roadway Improvements.

f. Construction Requirements: During the construction phases of the Roadway Improvements, Developer shall:

(1) Provide its own on-site inspection and observation by a professional engineer registered in the State of Florida for the purpose of observing and inspecting all construction to ensure it is built according to the plans and specifications (CEI). Such professional engineer shall be approved by the County.

(2) Obtain all necessary Right-of-Way Use Permits from the County for the applicable phases.

(3) Be responsible for supervising and inspecting the construction of the Roadway Improvements and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

(4) Be responsible for full and complete performance of all applicable phases of construction activities required pursuant to this DA. Developer's contractor shall be responsible for the care and protection of any materials provided or work performed for the Roadway Improvements until the improvements are completed and accepted by the County, which acceptance shall not be unreasonably withheld.

(5) Require testing by an independent laboratory, acceptable to the County in accordance with Pasco County Transportation Engineering Department's testing specifications for construction of roads, stormwater drainage, and utilities as applicable. Any failed tests shall be reported to the County Engineer or designee immediately, and all test reports shall be provided on a quarterly basis to the County Engineer or designee.

(6) Provide a certification from a professional engineer registered in the State of Florida which shall certify that all designs, permits, and construction activities for the applicable Roadway Improvements are in substantial conformance with the standards established by the County. Said certification shall conform to the standards in the industry and be in a form acceptable to the County.

(7) Provide to the County copies of all design drawings, as-built drawings, permits and post-construction permit close-outs/satisfactions received for the applicable Roadway Improvements, as applicable, and such information shall become the property of the County upon submission. All plans submitted to the County shall include electronic files compatible with *AutoCADD*.

7. TRANSPORTATION DEVELOPMENT FEES, CREDITS AND REIMBURSEMENTS

a. The Project shall be assessed TDFs in accordance with the Enabling Documents and the County's adopted regulations, subject to the provisions of this DA.

b. Upon the effective date of this DA, County agrees to post, in a separate TDF account, the portion of the TDF from within the MPUD, less the External Improvement Fee portion of the TDFs,

paid to the County from within the MPUD ("**Magnolia Island TDF Paid Account**"); provided, however, that the County shall not be required to post in such separate account the TDFs received from within the MPUD once the County has received TDFs that exceed the estimated cost of the Creditable Expenditures (as hereinafter defined), as established by an engineer's cost estimate provided by Developer after the bid has been awarded for the construction of the Roadway Improvements.

c. Developer shall receive fee credits against the TDF (but which such credits shall not apply to the External Improvement Fee portion of the TDFs) ("**TDF Credits**") for the actual, reasonable amounts spent for the Roadway Improvements and the other fee creditable items as set forth herein, which include the following: actual, reasonable, and eligible amounts spent by Developer for the Roadway Improvements shall include design, permitting and construction costs (including, without limitation, the cost of mass grading, any subsurface/soil stabilization work, bonding and insurance costs, testing and CEI expenses and services (shall be submitted on an hourly rate basis), the Drainage and Mitigation Obligations and, to the extent permitted hereby as more specifically set forth below in this subsection 7(c), the Right-of-Way Obligations (all such costs and expenses, the "**Creditable Expenditures**"). The Creditable Expenditures shall include any payments to vendors for project costs of the Roadway Improvements that were made or otherwise incurred before the date this DA is fully executed, provided that the such costs are otherwise substantiated by the County is accordance with the other terms and conditions of this DA. TDF Credit-eligible expenditures must be segregated from site related expenditures within the invoicing/schedule of values provided the improvements are designed and/or constructed simultaneously. Notwithstanding any other provision of this Agreement: (a) the Developer shall not be entitled to TDF Credits for the dedication of right-of-way unless such right-of-way was acquired by Developer from third parties for the dedication of the same to the County in accordance with subsection (b) of this sentence (and such third parties were at the time of such acquisition not already obligated to convey such right-of-way pursuant to a rezoning condition of approval or other agreement between such third party and the County) and such right-of-way is required pursuant to the County-approved construction plans; and (b) the TDF Credits to be awarded to Developer for the acquisition of right-of-way from third parties as part

of the Right-of-Way Obligations shall be limited to the lesser of the actual cost of such acquired right-of-way or Seventy Thousand and no/100 Dollars ($70,000.00) per gross acre for such acquired right-of-way unless otherwise approved by the County Administrator or designee; provided, however, that the County acknowledges that Developer has funded the County's acquisition of certain right-of-way for Kiefer Road from Kirland pursuant to the Kirkland Agreement in the amount $306,458.75, which such amount is based on the sum of Seventy Thousand and no/100 Dollars ($70,000.00) per gross acre for the subject right-of-way, plus the County's closing costs associated with the acquisition of such right-of-way, and the County shall issue Developer TDF Credits for the full amount of such $306,458.75. Unless otherwise approved by the County Administrator or designee, Creditable Expenditures for each phase shall not exceed the following:

(1) Bonding – 1.5% of total construction contract price

(2) Insurance - 1% of total construction contract price

(3) Testing - 3% of total construction contract price

(4) CEI – 12 % of total construction contract price

(5) Design & Permitting - 12% of total construction contract price

d. Upon completion of design of the applicable phase of the Roadway Improvements, Developer shall be eligible to apply for and receive TDF Credits for Creditable Expenditures, but if Developer applies for such TDF Credits for such design and permitting costs prior to the determination of the construction contract price for the applicable phase of the Roadway Improvements, the final TDF Credits for such phase shall be adjusted upon the completion of construction of the applicable Roadway Improvements to ensure that the TDF Credits for the Design and Permitting do not exceed 12% of the total construction contract price for the applicable phase as set forth above. Requests for TDF Credits may be submitted to the County at a frequency no greater than monthly and in accordance with the guidance outlined in the County's "Developer Pipeline Project Provisions" document, unless otherwise provided for herein. The County shall establish a credit in an account entitled the "**Magnolia Island TDF Credit Account**" for all undisputed Creditable Expenditures within sixty (60) days of submittal. Any disputed amounts not approved prior to the end of the sixty (60) day period will be carried

over to the next submittal for credit or denial. Should any amount be denied for credit, Developer may appeal such decision in a manner consistent with the Enabling Documents or the County's adopted mobility fee regulations. All such requests and invoices shall be submitted to the County within ninety (90) days of final acceptance of the applicable phase of the Roadway Improvements by the County as applicable, or for amounts under dispute, no later than ninety (90) days after the conclusion of the dispute, unless extended by the County Administrator or designee, but in no event more than thirty-six (36) months after the completion of the Roadway Improvements and their acceptance by the County or applicable CDD. The County agrees to place or list the Roadway Improvements in the CIP, CIE, Transportation Element or LRTP to the extent necessary to allow for the TDF Credits provided for herein.

e. Simultaneously with the first two requests for credit issuance, Developer may apply to exchange TDF Credits to be established in the Magnolia Island TDF Credit Account for cash reimbursements from the Magnolia Island TDF Paid Account. Thereafter, requests to exchange TDF Credits in the Magnolia Island TDF Credit Account for cash reimbursements from the Magnolia Island TDF Paid Account may be submitted to the County at a frequency of no greater than quarterly. All such exchange requests shall include documentation identifying the amount of the TDFs (excluding the External Improvement Fee portion of the TDFs) Developer believes have been collected by the County since Developer's last exchange request and identifying the corresponding lots, parcels and/or addresses. To the extent that funds exist in the Magnolia Island TDF Paid Account, County shall make the cash reimbursement payment to Developer within sixty (60) days of submittal. The cash reimbursement payment to Developer shall be subject to all other requirements of the Prompt Payment Act. All cash reimbursements from the Magnolia Island TDF Paid Account shall result in a corresponding decrease in the Magnolia Island TDF Credit Account.

f. Developer may sell and assign TDF Credits against the TDF (excluding the External Improvement Fee portion of the TDFs) from the Magnolia Island TDF Credit Account to end users anywhere within VOPH and execute credit letters to be presented to the County. Developer may also elect to register its TDF Credits for sale at par value with the VOPH Fee Credit Registry. End users may not use credits

for the External Improvement Fee portion of the TDFs. It is anticipated that, to the maximum extent possible, TDF Credit letters will be submitted to the County whenever Developer has County approved TDF Credits to cover the TDFs fees that are due.

g. The County reserves the right to pay out annually the cash value of any unused, accrued, TDF Credits to Developer and such cash value shall be removed from any credit balance.

8. PERFORMANCE, PAYMENT AND DEFECT GUARANTEES

a. Performance and Payment Guarantees: Prior to commencing construction of the Roadway Improvements, Developer shall post in favor of the County and provide the County, for its approval, performance and payment guarantee(s) acceptable to the County to guarantee payment as required by law and to guarantee performance of its contractual obligations. The performance and payment guarantee(s) shall be with a bank, surety, or other financial institution acceptable to the County, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The performance and payment guarantee(s) shall be in the amount of 125% of the Construction Contract, be in a form acceptable to the County Attorney's Office, and comply with section 255.05, Florida Statutes. Within sixty (60) days of final acceptance of the Roadway Improvements by the County, the County Administrator or designee shall issue a memorandum to release the performance guarantee and accept the defect guarantee required below.

b. Defect Guarantees: Upon completion of the Roadway Improvements and final acceptance by the County, Developer shall guarantee to the County that all equipment furnished and work performed is free of defects in workmanship or materials for a period of three (3) years for improvements in the County's right-of-way after final acceptance, and, that if any part of the construction should fail within this period, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the County. The performance guarantee for the Roadway Improvements may cover this guarantee, if it remains in place for a period of three (3) years for improvements in the County's right-of-way in an amount equal to fifteen percent 15% of the applicable construction contract amount or Developer may post a separate defect guarantee

acceptable to the County. Developer is required to advise the County of the warranty option it has selected prior to the County's final acceptance of the Roadway Improvements. Developer shall be responsible for requesting, in writing, a final inspection from the County's Transportation Engineering Inspections Division not before ninety (90) days prior to the termination of the three (3) year defect guarantee period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify Developer within ten (10) days of such request, providing a list of defects in workmanship or materials to be remedied by Developer before the expiration of the three (3) year defect guarantee period. Within sixty (60) days of the remedy of any defects in materials or workmanship, or in the case of no defects, but in any case, no sooner than the expiration of the three (3) year defect guarantee period, the County Administrator or designee shall issue a memorandum to release the defect guarantee.

9. INDEMNIFICATION AND INSURANCE

a. Indemnification: Developer shall indemnify and hold harmless the County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the Roadway Improvements, provided that any such liability, claim, suit, demand, damage, loss or any expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Roadway Improvements itself), including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of Developer or anyone directly or indirectly employed by Developer, or anyone for whose acts any of them may be liable.

Developer shall indemnify and hold harmless the County and anyone directly or indirectly employed by the County from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others in connection with the performance of the Roadway Improvements, and shall defend all such claims in connection with any alleged infringement of such rights.

b. Insurance - Developer's contractor(s):

Prior to the execution of the construction agreement for the Roadway Improvements between Developer and its contractor, the contractor shall provide Developer a certificate of insurance and a true and exact copy of all insurance policies, including additional insured endorsements. Said insurance coverage, and contracts for insurance other than Worker's Compensation and Employer's Liability Policy, shall name the following as additional insureds:

Developer

HOMES BY WESTBAY, LLC
4065 Crescent Park Drive
Riverview, FL 33578
Attention: Beth Bradburn

With a copy to:

Clarke G. Hobby, Esq.
Hobby & Hobby, P.A.
109 N. Brush St., Suite 250
Tampa, FL 33602

County
Pasco County, Florida
Pasco County Government Center
Attn: County Administrator
8731 Citizens Drive, Suite 310
New Port Richey, FL 34654
Fax: (727) 847-8084

General Conditions For All Required Policies:

All insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide.

Developer's contractor(s) will provide evidence of insurance coverage as follows:

To Developer:

One (1) true and exact copies of all required insurance policies, including additional insured endorsements, and

One (1) original executed Certificate of Insurance on the form provided by the County.

To the County:

One (1) true and exact copies of all required insurance policies, including additional insured endorsements, and

Four (4) original, executed Certificate of Insurance on the accord form provided by the County

The Certificate should set forth the original signatures of the authorized representative of the insurance company(ies) identified. The Certificate should also reference the Agreement between Developer and its contractor for the Roadway Improvements.

All policies shall require the insurer to deliver to Developer and the County thirty (30) days written notice prior to any cancellation, intent not to renew or reduction in coverage and ten (10) days written notice of any nonpayment of premium. Such notice shall be delivered by U.S. Mail to the above addresses.

The insurance required herein shall be primary to any insurance or self-insurance program of Developer or the County which is applicable to the work provided.

The County shall have the right to review and approve the provided insurance coverage prior to the execution of the construction agreement or issuance of the Notice to Proceed, whichever is earlier.

Insurance Certificates and Policies provided by Developer's contractor will provide evidence of insurance coverage in amounts as follows:

The insurance carrier is required to waive its rights of subrogation against Developer and the County as well as their agents and employees.

Employer's Liability:	$1,000,000 per accident
Commercial General Liability:	$2,000,000 general aggregate
Product & Complete Operations:	$2,000,000 general aggregate
Bodily Injury (including death):	$1,000,000 per person
	$2,000,000 per occurrence
Personal Injury & Advertising Injury:	$500,000 per occurrence
Property Damage:	$1,000,000 per occurrence
Fire Damage:	$500,000 per any (1) fire
Hired & Non-Owned Autos	
or Automobile - Owned Bodily	
/Personal Injury Property Damage:	$1,000,000 combined single limit
Excess/Umbrella Liability:	$3,000,000 per occurrence
	$3,000,000 general aggregate

c. Insurance - Developer’s Engineer

Prior to the execution of the agreement for the Roadway Improvements between Developer and its engineer, the engineer shall provide Developer and County evidence of insurance coverage as follows:

Professional Errors and	$1,000,000 per occurrence
Omissions Liability:	

Occurrence from professional liability insurance is preferred, however, in the event the engineer is only able to secure claims made professional liability insurance, the engineer shall be obligated in the agreement between

Developer and the engineer to maintain insurance in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of five (5) years from the date of said agreement.

10. GENERAL PROVISIONS

a. Independent Capacity: Developer and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this DA, independent contractors and not employees, agents, or servants of the County or joint ventures with the County. Developer does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this DA. The County shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to Developer in connection with the Roadway Improvements or for debts or claims accruing to such parties against Developer. There is no contractual relationship expressed or implied between the County and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to Developer as a result of the Roadway Improvements.

b. Termination: The County may terminate this DA upon Developer's failure to comply with the terms and conditions of this DA. The County shall provide Developer with a written Notice of Termination, stating the County's intent to terminate and describing those terms and conditions with which Developer has failed to comply. If Developer has not remedied the failure or initiated good faith efforts to remedy the failure within ninety (90) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the County may terminate this DA immediately without further notice, and Developer shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to the County under Florida law, but it is in addition thereto. This DA shall automatically terminate upon the full and timely application of all TDF Credits and/or payment of all funds in the Magnolia Island TDF Paid Account (if the combination of the same is equal to the TDF Credits having been awarded to Developer pursuant to this DA) to Developer or its designees in accordance herewith, and thereafter, the County agrees to promptly process a formal termination of this DA and to cause the same to be recorded in the Public Records of Pasco County, Florida.

c. Contracts: All construction contracts entered into by Developer for the Roadway Improvements shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each paragraph set forth in this DA. Developer shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Developer shall cause the applicable portions of this DA to be included and made a part of any contract for the Roadway Improvements.

d. Law Compliance: Developer and the County will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to performance under this DA. In particular, Developer verifies and affirms that it is in compliance with the 8 USC, Section 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by Developer or by any contractor or vendor of Developer during the term of the DA a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this DA by the County.

e. Certification: Developer shall provide certification to the County, under the seal and signature of a registered, professional engineer that the Roadway Improvements have been constructed in accordance with the standards promulgated by the County; the contract documents; and this DA.

f. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: HOMES BY WESTBAY, LLC, 4065 Crescent Park Drive, Riverview, FL 33578, Attention: Beth Bradburn, with a copy to Clarke G. Hobby, Esq., 109 N. Brush St., Suite 250, Tampa, FL 33602, Pasco County, c/o Assistant County Administrator (Development Services), West Pasco Government Center, 8731 Citizens Drive, Suite 320, New Port Richey, FL 34654, with a copy to David A. Goldstein, Chief Assistant County

Attorney, West Pasco Government Center, 8731 Citizens Drive, Suite 340, New Port Richey, FL 34654. These addresses may be changed by giving notice as provided for in this paragraph.

g. Entire Agreement: This DA embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this DA supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written; provided, however, that nothing shall relieve Developer of any development approval requirements or conditions previously imposed or authorized to be imposed under the County's LDC or Comprehensive Plan for future permits required by Developer. All exhibits attached hereto are incorporated herein by reference.

h. Modification and Amendment: Neither this DA, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument.

i. Waiver: The failure of any party to this DA to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this DA shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

j. Contract Execution: This DA may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

k. Gender: Whenever the contract hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

l. Headings: All article and descriptive headings of paragraphs in this DA are inserted for convenience only and shall not affect the construction or interpretation hereof.

m. Severability: Each provision of this DA and the related MPUD conditions of approval are material to the Board of County Commissioners approval of this DA. Accordingly, the provisions are not severable. In the event any section, sentence, clause, or provision of this DA or the related MPUD

conditions of approval are declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this DA and the related MPUD conditions of approval shall be suspended until such time the Board of County Commissioners modifies the DA or the related MPUD conditions of approval to address the illegal or invalid provision; provided however, such determination shall not affect the validity of entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, or CO approval as of the date the determination is made. Developer-requested amendments to this DA and the related MPUD conditions of approval shall not be considered challenges to this DA or the related MPUD conditions of approval and decisions by the Board of County Commissioners regarding any Developer-requested amendments, or the like, shall not have the effect of suspending this DA or the related MPUD conditions of approval under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of the DA or the related MPUD conditions of approval and the challenged portion of the DA or the related MPUD conditions of approval are subsequently declared illegal or invalid, this DA or the related MPUD conditions of approval shall not be suspended, and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third-party challenge, Developer shall cooperate with the County to amend this DA or the MPUD conditions of approval to address the portion which has been declared invalid or illegal.

n. Construction: The parties hereby agree that each has played an equal part in the negotiation and drafting of this DA and, in the event any ambiguity should be realized in the construction or interpretation of this DA, the result of such ambiguity shall be equally assumed and realized by each of the parties to this DA.

o. Cancellation: This DA may be canceled by mutual consent of the parties to the DA.

p. Third Party Beneficiaries: Except for Logan, who has joined in this DA as set forth herein, nothing in this DA shall be construed to benefit any person or entity not a party to this DA.

q. Strict Compliance with Laws: Developer agrees that acts to be performed by it in connection with this DA shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.

r. Nondiscrimination: Developer will not discriminate against any employee employed in the performance of this DA or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. Developer shall insert a similar provision in all contracts for the Roadway Improvements.

s. Signatories Authority: By the execution hereof, the parties covenant that the provisions of this DA have been duly approved and signatories hereto are duly authorized to execute this DA.

t. Right-of-Way Use Permit: Developer shall obtain Right-of-Way Use Permit(s) from the County as required by applicable law.

u. Controlling Law: This DA shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this DA shall be in Pasco County, Florida.

v. Successors and Assigns: The terms of this DA shall run with the land and be binding upon Developer and owners and their successors and assigns. Developer and owners may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

w. Force Majeure: In the event Developer's or County's performance of this DA is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or

a restraining order or injunction of any court, Developer or County shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts Developer's or County's performance of this DA as reasonably determined by the other party. This paragraph shall not apply to force majeure events caused by Developer or under Developer's control, or caused by the County or under the County's control, as applicable. In the event that performance by Developer or County of the commitments set forth in this DA shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Roadway Improvements and which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other party regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this DA.

x. Notwithstanding any other provision of this DA, the County acknowledges and agrees that while Developer shall be primarily responsible for its obligations hereunder, such obligations may be satisfied, in whole or in part, by the performance of the Affiliates (as hereinafter defined) of Developer, its designated successors and assigns or their Affiliates, or any CDD ((individually, a "**Designated Entity**" or collectively, the "**Designated Entities**"). For purposes of this DA, "**Affiliates**" shall mean any individuals or entities that directly or indirectly, through one or more intermediaries, controls, are controlled by or are under common control with Developer, its principals or the designated successors or assigns of Developer. The County shall recognize Designated Entities' payment or performance of any obligations required in this DA or any agreement related to this DA, as payment or performance by Developer. Notwithstanding any other provision of this DA, to the extent the design, permitting and construction of any phases of the Roadway Improvements are

undertaken or paid for by a Designated Entity other than the Developer (such as a CDD), such Developer Entity shall be entitled to the TDF Credits for such applicable phases.

y. Public Records. Developer, its agents, and all contractors performing work under this Agreement, as applicable, shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, each such party shall (a) keep and maintain those public records required by the County hereunder to perform the services under this Agreement; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the applicable party does not transfer the records to the County; and (d) upon completion of the Agreement, transfer, at no cost to the County, all public records in possession of such party. Upon transfer, the party shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this Agreement will become the property of the County. This paragraph shall survive the expiration or termination of this Agreement.

IF ANY APPLICABLE PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (727) 815-7092, E-MAIL ADDRESS oeg@pascocountyfl.net, WEST PASCO GOVERNMENT CENTER, 8731 CITIZENS DRIVE, SUITE 135, NEW PORT RICHEY, FLORIDA 34654. Under Florida law, a company who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement. Such records shall be and remain available at the applicable party's

place of business at all reasonable times during the term of this Agreement and for five (5) years after Agreement termination.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this DA on the dates set forth below.

THE COUNTY:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

_____
NIKKI ALVAREZ-SOWLES, ESQ., CLERK
AND COMPTROLLER

_____
KATHRYN STARKEY, CHAIRMAN

Date: _____

[EXECUTION PAGES OF DEVELOPER TO FOLLOW]

WITNESSES:

DEVELOPER:

HOMES BY WESTBAY, LLC, a Florida limited liability company

Address 1:_____
Address 2:_____

Title:_____

_____
Print Name:_____
Address 1:_____
Address 2:_____

Dated:_____, 202__

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ date), by _____, as _____ of HOMES BY WESTBAY, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ (type of identification) as identification.

Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced:

_____
(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)
My Commission expires:

Affix Notary SEAL

[LIMITED JOINDER OF LOGAN TO FOLLOW]

LIMITED JOINDER OF LOGAN

LOGAN hereby joins in this DA for the sole purposes of agreeing and acknowledging this it will take, as full consideration of the dedication of the Logan ROW, the sum of $357,770.00 in mobility fee credits (but which such credits shall not apply to the External Improvement Fee portion of the TDFs) from the County and will convey the ROW by special warranty deed by the deadline in Section 5(i).

WITNESSES:

LOGAN:

Address 1:_____
Address 2:_____

By:_____
Brightman Logan, as Trustee of the Brightman Logan Revocable Trust created under agreement dated January 23, 1991

_____
Print Name:_____
Address 1:_____
Address 2:_____

Dated:_____, 202__

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ date), by _____, as _____ of Brightman Logan, as Trustee of the Brightman Logan Revocable Trust created under agreement dated January 23, 1991, who is personally known to me or who has produced _____ (type of identification) as identification.

Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced:

_____
(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)
My Commission expires:

Affix Notary SEAL

EXHIBITS

Exhibit "A"	-	Legal Description
Exhibit "B-1"	-	Depiction of Kiefer Improvements
Exhibit "B-2"	-	Depiction of New River Improvements
Exhibit "C"	-	Right-of-Way Acquisition Map

EXHIBIT “A”

See attached legal description

EXHIBIT A

THE PROPERTY

MAGNOLIA ISLAND
PURCHASE PARCEL 1A

DESCRIPTION: That part of the land described in Warranty Deed, as recorded in Official Records Book 8805, Page 1873, as recorded in the Public Records of Pasco County, Florida and lying in Section 24, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 24, also being the Northwest corner of FARMINGTON HILLS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 50, Pages 1 through 7 inclusive, of the Public Records of Pasco County, Florida, for a **POINT OF BEGINNING,** run thence along the East boundary of the Northeast 1/4 of said Section 24 and the Westerly boundary of said FARMINGTON HILLS SUBDIVISION, S.00°19'41"W., 1784.76 feet; thence along the North boundary of the South 2185.07 feet of the North 3/4 of said Section 24, S.89°51'31"W., 1600.00 feet; thence along the West boundary of the East 1600.00 feet of said Section 24, S.00°19'41"W., 1746.08 feet; thence WEST, 308.85 feet; thence N.35°00'00"W., 370.26 feet; thence S.55°00'00"W., 267.65 feet to a point of curvature; thence Southwesterly, 530.08 feet along the arc of a curve to the left having a radius of 565.00 feet and a central angle of 53°45'17" (chord bearing S.28°07'22"W., 510.85 feet) to a point of compound curvature; thence Southeasterly, 39.49 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°30'43" (chord bearing S.44°00'38"E., 35.51 feet) to a point of tangency; thence S.89°16'00"E., 954.73 feet to a point on the aforesaid West boundary of the East 1600.00 feet of Section 24; thence along said West boundary of the East 1600.00 feet of Section 24, S.00°19'41"W., 92.23 feet to a point on the Northerly boundary of the Maintained Right-of-Way for KIEFER ROAD, as recorded in Maintained Right-of-way Book 4, Page 32, of the Public Records of Pasco County, Florida; thence along said Northerly boundary of the Maintained Right-of-Way for KIEFER ROAD, the following two (2) courses: 1) N.89°14'37"W., 672.57 feet; 2) N.89°19'07"W., 377.17 feet to a point on the East boundary of the West 1/2 of the aforesaid Section 24; thence along said East boundary of the West 1/2 of Section 24, N.00°23'17"E., 1680.93 feet; thence N.89°36'43"W., 181.65 feet; thence N.03°30'00"W., 194.00 feet; thence N.04°00'00"E., 33.10 feet; thence N.35°20'00"W., 17.79 feet; thence N.70°00'00"W., 182.00 feet; thence N.30°20'00"W., 340.00 feet; thence N.62°05'00"W., 355.00 feet; thence N.60°30'00"W., 325.00 feet; thence N.48°50'00"W., 375.00 feet to a point on the East boundary of the West 1218.64 feet of the Northwest 1/4 of the aforesaid Section 24; thence along said East boundary of the West 1218.64 feet of the Northwest 1/4 of Section 24, N.00°24'29"E., 1104.00 feet to a point on the North boundary of said Northwest 1/4 of Section 24; thence along said North boundary of the Northwest 1/4 of Section 24, S.89°58'27"E., 1321.00 feet to a point of cusp; thence Southwesterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of

90°00'00" (chord bearing S.45°01'33"W., 35.36 feet) to a point of tangency; thence S.00°01'33"W., 222.04 feet to a point of curvature; thence Southeasterly, 48.88 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 112°01'33" (chord bearing S.55°59'13"E., 41.46 feet) to a point of tangency; thence N.68°00'00"E., 237.26 feet to a point of curvature; thence Easterly, 39.35 feet along the arc of a curve to the right having a radius of 425.00 feet and a central angle of 05°18'20" (chord bearing N.70°39'10"E., 39.34 feet); thence N.00°04'17"E., 168.07 feet to a point on the North boundary of the aforesaid Northeast 1/4 of Section 24; thence along said North boundary of the Northeast 1/4 of Section 24, S.89°55'43"E., 2488.58 feet to the **POINT OF BEGINNING.**

And

MAGNOLIA ISLAND
PURCHASE PARCEL 1B

DESCRIPTION: That part of the land described in Fee Simple Deed, as recorded in Official Records Book 2000, Page 1924, as recorded in the Public Records of Pasco County, Florida and lying in Section 24, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 24, run thence along the North boundary of said Section 24, S.89°58'27"E., 1218.64 feet to the Northwest corner of the property described in Warranty Deed, as recorded in Official Records Book 8805, Page 1873; thence along the Westerly boundary of said property described in Warranty Deed, as recorded in Official Records Book 8805, Page 1873, also being the East boundary of the West 1218.64 feet of the Northwest 1/4 of the aforesaid Section 24, S.00°24'29"W., 1104.00 feet; thence S.48°50'00"E., 375.00 feet; thence S.60°30'00"E., 325.00 feet; thence S.62°05'00"E., 355.00 feet; thence S.30°20'00"E., 340.00 feet; thence S.70°00'00"E., 182.00 feet; thence S.35°20'00"E., 17.79 feet; thence S.04°00'00"W., 33.10 feet; thence S.03°30'00"E., 194.00 feet to a point on the aforesaid Westerly boundary of property described in Warranty Deed, as recorded in Official Records Book 8805, Page 1873, also being the **POINT OF BEGINNING;** thence along said Westerly boundary of said property described in Warranty Deed, as recorded in Official Records Book 8805, Page 1873, the following two (2) courses: 1) S.89°36'43"E., 181.65 feet to a point on the East boundary of the West 1/2 of the aforesaid Section 24; 2) along said East boundary of the West 1/2 of Section 24, S.00°23'17"W., 292.10 feet; thence N.31°29'17"W., 343.97 feet to the **POINT OF BEGINNING**.

EXHIBIT "B-1"

See attached depiction of Kiefer Improvements

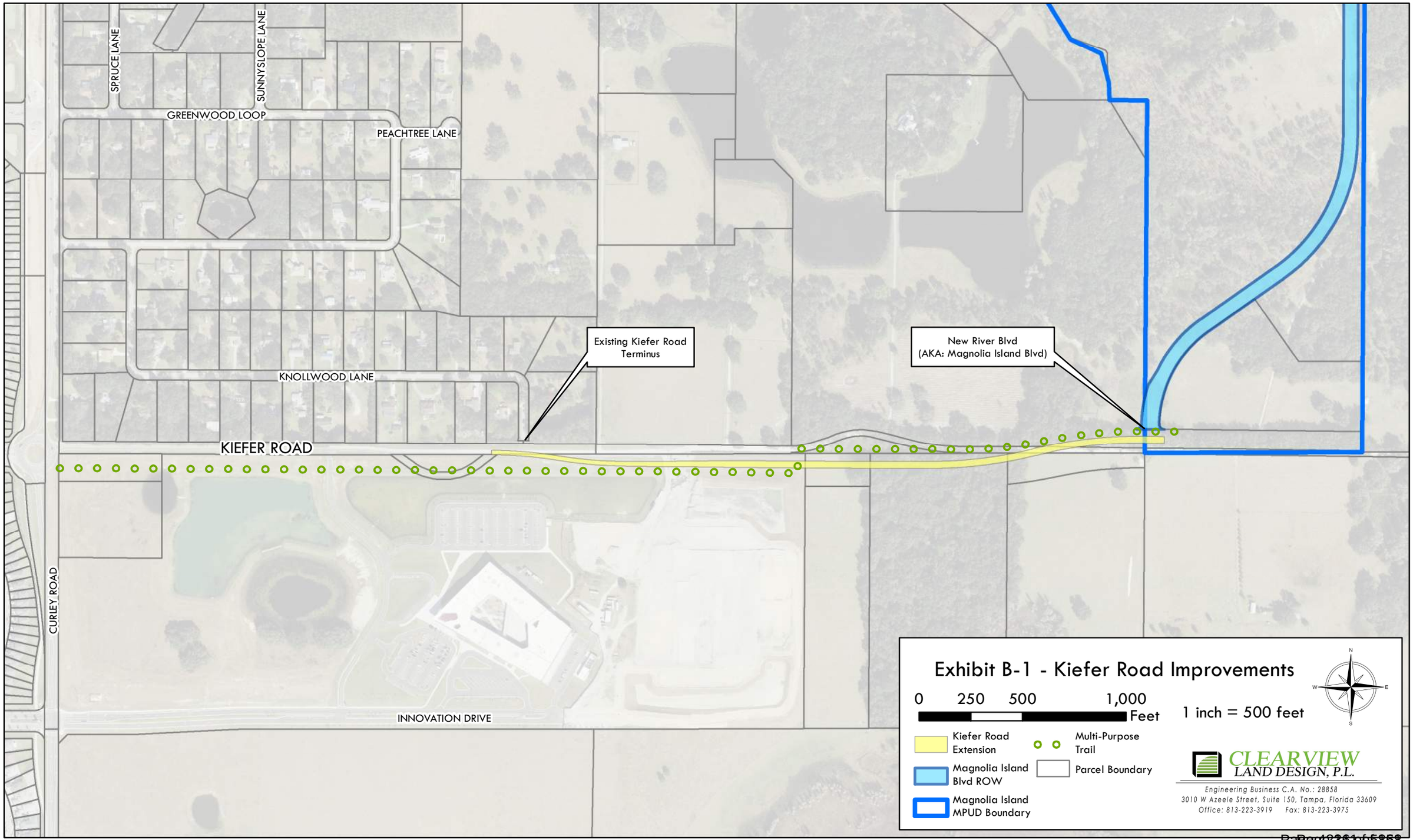

SPRUCE LANE
SUNNYSLOPE LANE
GREENWOOD LOOP
PEACHTREE LANE
KNOLLWOOD LANE
KIEFER ROAD
CURLEY ROAD
INNOVATION DRIVE
Existing Kiefer Road Terminus
New River Blvd (AKA: Magnolia Island Blvd)
Exhibit B-1 - Kiefer Road Improvements
0 250 500 1,000 Feet
1 inch = 500 feet
N
W
E
S
Kiefer Road Extension
Multi-Purpose Trail
Magnolia Island Blvd ROW
Parcel Boundary
Magnolia Island MPUD Boundary
CLEARVIEW LAND DESIGN, P.L.
Engineering Business C.A. No.: 28858
3010 W Azeele Street, Suite 150, Tampa, Florida 33609
Office: 813-223-3919 Fax: 813-223-3975

EXHIBIT "B-2"

See attached depiction of New River Improvements

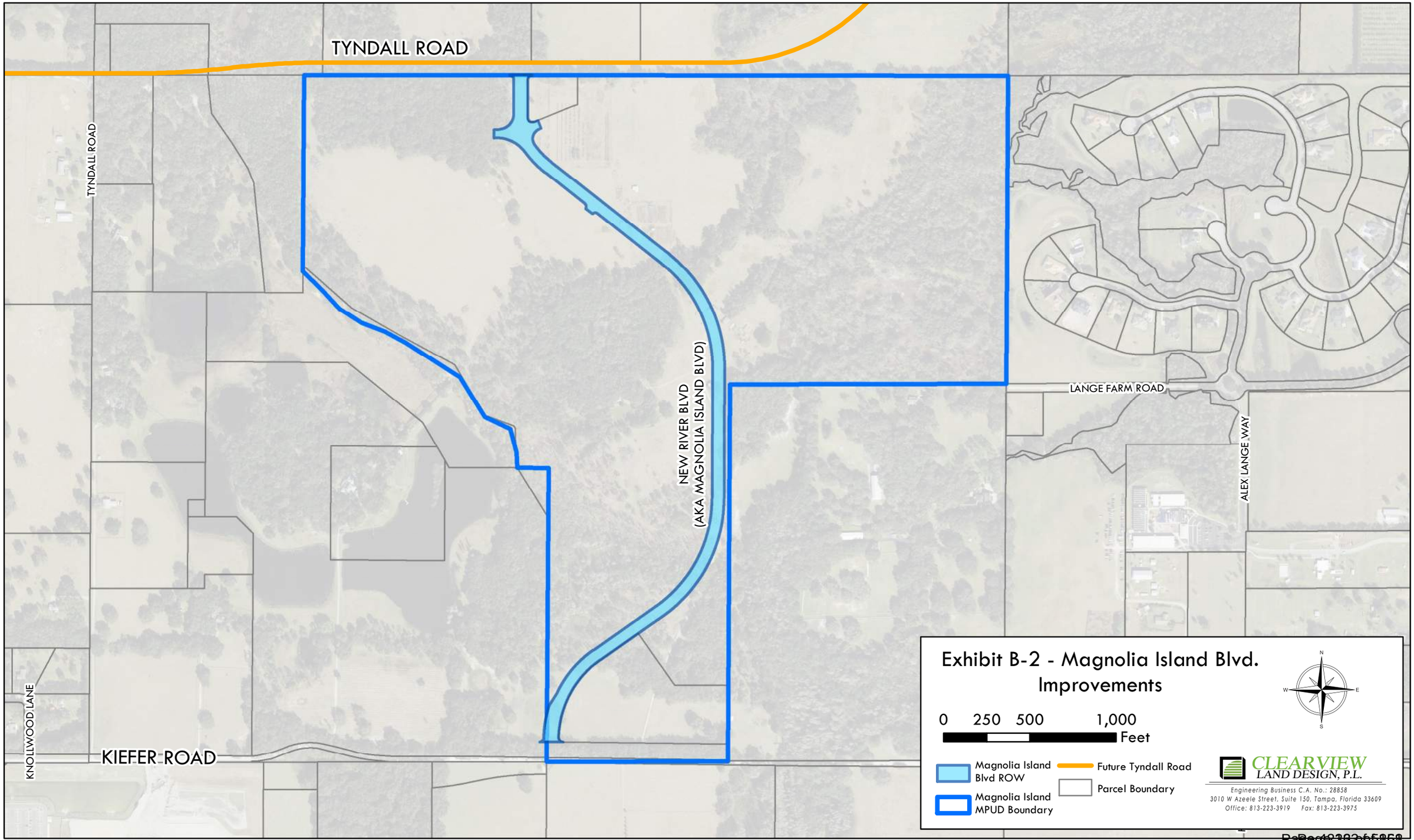
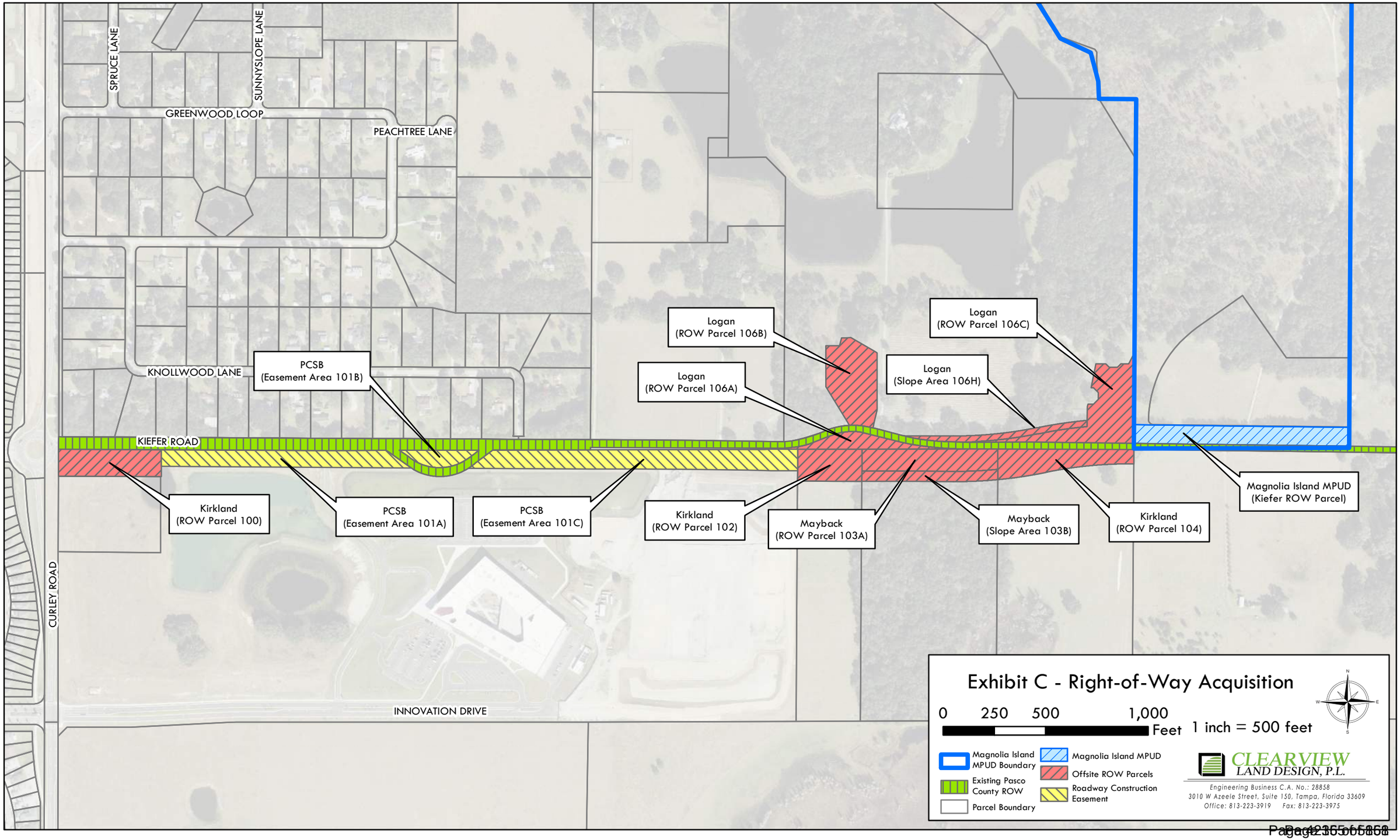
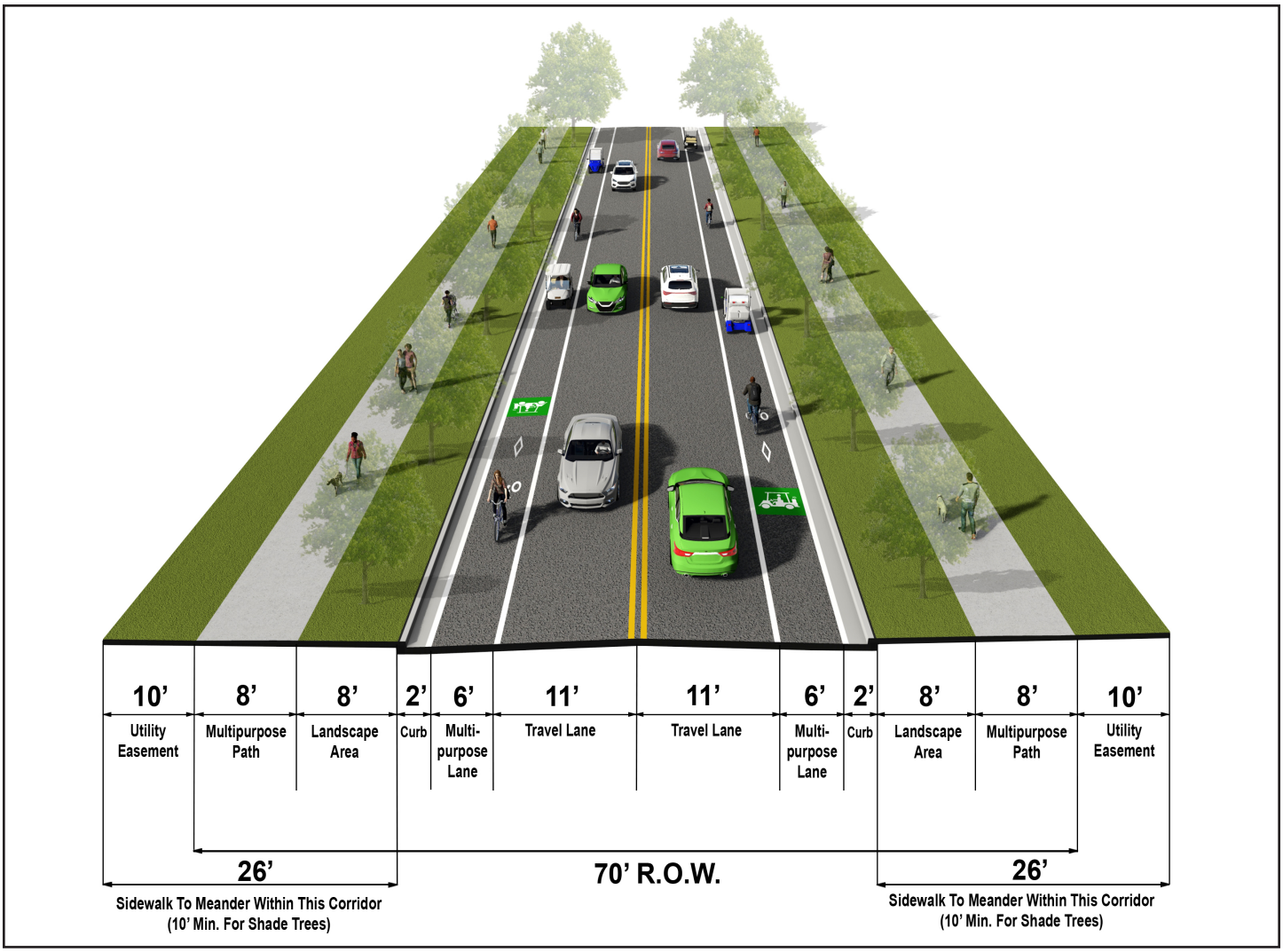

TYNDALL ROAD
TYNDALL ROAD
NEW RIVER BLVD
(AKA MAGNOLIA ISLAND BLVD)
LANGE FARM ROAD
ALEX LANGE WAY
KNOLLWOOD LANE
KIEFER ROAD
Exhibit B-2 - Magnolia Island Blvd. Improvements
0 250 500 1,000
Feet
N
W
E
S
Magnolia Island Blvd ROW
Magnolia Island MPUD Boundary
Future Tyndall Road
Parcel Boundary
CLEARVIEW LAND DESIGN, P.L.
Engineering Business C.A. No.: 28858
3010 W Azeele Street, Suite 150, Tampa, Florida 33609
Office: 813-223-3919 Fax: 813-223-3975

EXHIBIT “C”

See attached Right-of-Way Acquisition Map


SPRUCE LANE
SUNNYSLOPE LANE
GREENWOOD LOOP
PEACHTREE LANE
KNOLLWOOD LANE
KIEFER ROAD
CURLEY ROAD
INNOVATION DRIVE
Logan (ROW Parcel 106B)
Logan (ROW Parcel 106C)
Logan (ROW Parcel 106A)
Logan (Slope Area 106H)
PCSB (Easement Area 101B)
Kirkland (ROW Parcel 100)
PCSB (Easement Area 101A)
PCSB (Easement Area 101C)
Kirkland (ROW Parcel 102)
Mayback (ROW Parcel 103A)
Mayback (Slope Area 103B)
Kirkland (ROW Parcel 104)
Magnolia Island MPUD (Kiefer ROW Parcel)
Exhibit C - Right-of-Way Acquisition
0 250 500 1,000 Feet
1 inch = 500 feet
N
W
E
S
Magnolia Island MPUD Boundary
Existing Pasco County ROW
Parcel Boundary
Magnolia Island MPUD
Offsite ROW Parcels
Roadway Construction Easement
CLEARVIEW LAND DESIGN, P.L.
Engineering Business C.A. No.: 28858
3010 W Azeele Street, Suite 150, Tampa, Florida 33609
Office: 813-223-3919 Fax: 813-223-3975

70AA

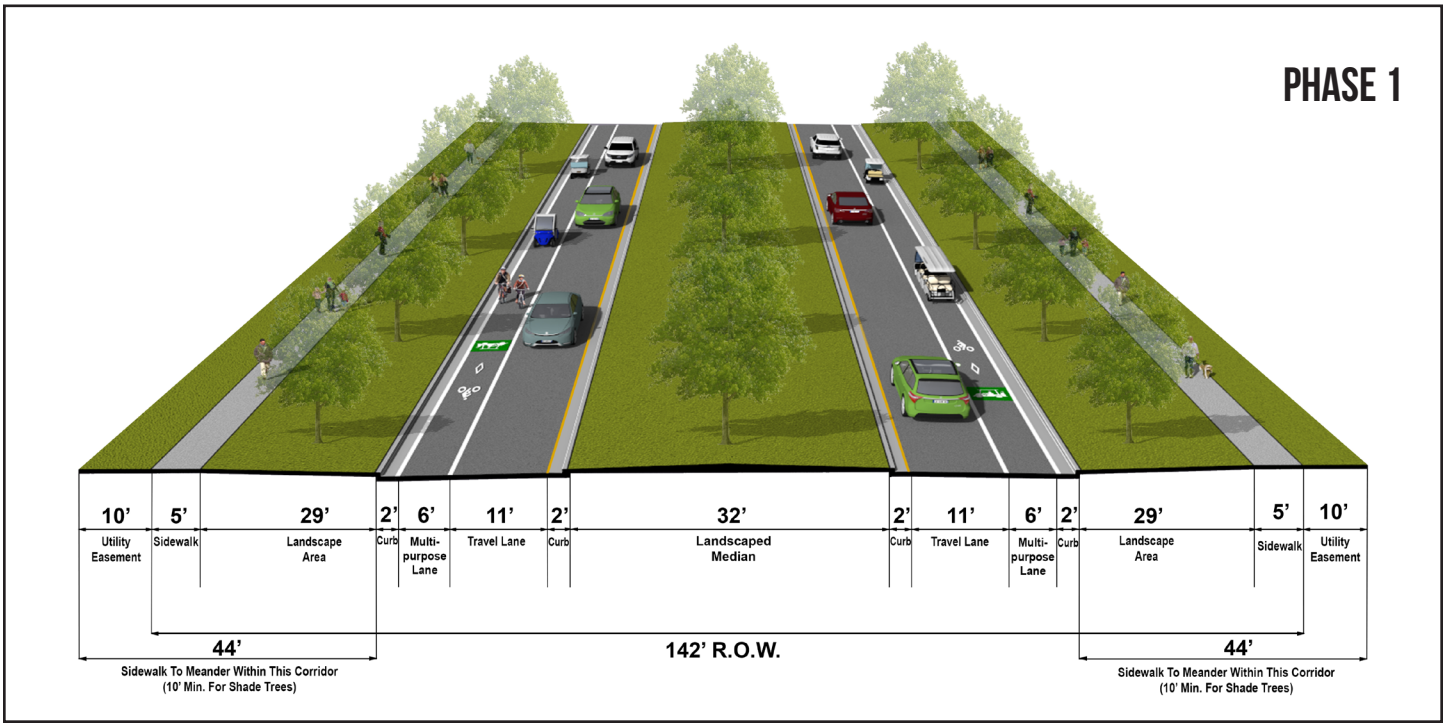


70’ ROW 2 LANE UNDIVIDED W/ MULTIPURPOSE LANES

* Street trees within landscape areas of less than 10’ in width, shall include sidewalk root preventative measures, as permitted by Pasco County.

** All sidewalks and multipurpose paths shall meander within the landscape area and utility easement as shown on the typical sections. The locations where sidewalks and multipurpose paths meander outside the dedicated right of way must be covered by a sidewalk maintenance easement.

142AA



142’ ROW 2 LANE DIVIDED W/ MULTIPURPOSE LANES

* Street trees within landscape areas of less than 10’ in width, shall include sidewalk root preventative measures, as permitted by Pasco County.

** All sidewalks and multipurpose paths shall meander within the landscape area and utility easement as shown on the typical sections. The locations where sidewalks and multipurpose paths meander outside the dedicated right of way must be covered by a sidewalk maintenance easement.

36486

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDD25-34 was published in said newspaper by print in the issues of 05/07/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **05/07/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARING ON A DEVELOPMENT AGREEMENT FOR PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing **on Wednesday, May 21, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida**, the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing on **Thursday, June 5, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, July 15, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.** The proposed development agreement between Pasco County and HOMES BY WEST BAY LLC sets for the terms and conditions of development approval with respect to the Local Government Development Agreement for Zoning Amendment PDE25-0202 and will be considered at the stated time or as soon thereafter as possible.

The property subject to this development agreement is located on the south side of and abutting the future Tyndall Road, north of and abutting the future Kiefer Road and Curley Road: contains the following parcel 24-25-20-0000-00100-0000.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND
PLANNING COMMITTEE
LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-034

May 7, 2025 DB

36486-1

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0883 **DATE:** 6/16/2026

SUBJECT: Tourist Development Council (TDC) Meeting Minutes - May 21, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0883 TDC 05-21-2025

PASCO COUNTY TOURIST DEVELOPMENT COUNCIL
REGULAR MEETING

ANNOTATED MINUTES

MAY 21, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

HISTORIC PASCO COUNTY COURTHOUSE, BOARD ROOM, 2ND FLOOR
37918 MERIDIAN AVENUE, DADE CITY, FL 33525

Commissioner Kathryn Starkey
Chairman

The Honorable Kenneth M. Burgess, Jr.
Council President, City of Zephyrhills

Scott Ward
Saddlebrook Resort and Spa

Rebecca Hayes
Residence Inn Wesley Chapel

Mike Bishop – **Absent**
Pasco Economic Development Council

Bobbi L. DeFilippis
SpringHill Suites Marriott Tampa

Kelly Hackman
The White Heron Tea & Gifts

Pascal Collard
Sarah Vande Berg Tennis and Wellness Center

Legal Staff:
Elizabeth Blair - Senior Assistant County Attorney

Staff:
Adam Thomas, Executive Director
Consuelo Sanchez, Tourism Deputy Director
Shelly Bandy, Tourism Program Coordinator
Maria Gabriela LaJeunesse, Tourism Business Development Specialist
Raul Nardi, Tourism Marketing & Communications Manager
Kayla Glazebrook, Sports & Special Events Program Coordinator
Matthew Bogdanoff, Sports & Special Events Program Coordinator
Marla Silva, Marketing Coordinator
Casey Quick, Tourism Administrative Assistant

Call To Order - 10:00 a.m. Chairman

Chairman Starkey called the meeting to order at 10:01 a.m.

Invocation, Pledge of Allegiance

Ms. Nevaeh Wilkes, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call

Ms. Wilkes called the roll. All members were present with the exception of Mr. Bishop who was absent.

Public Comment

Chairman Starkey called for public comment.

There was none.

Consent

1 Sports Event Sponsorship Agreement – WRHS Athletic Boosters Inc. – Title Sponsorship for the Florida's Sports Coast Stampede Sprint – Cross Country – Wiregrass Ranch Sports Campus – $2,000.00
File Number DMO25-0085
Comm. Dist.
Recommendation Approve

The Council approved Staff's recommendation.

2 Sports Event Sponsorship Agreement – Mouratoglou Tennis Center Zephyrhills LLC - Title Sponsorship for the 2026 ITF Women's World Tennis Tour Tournament ($75K Prize) - Mouratoglou Academy - Tennis - $30,000.00
File Number DMO25-0086
Comm. Dist.
Recommendation Approve

The Council approved Staff's recommendation with Mr. Collard abstaining from the vote due to a conflict of interest.

3 Marketing Sponsorship Agreement – Mouratoglou Tennis Center Zephyrhills LLC – FSC Brand Promotions at Mouratoglou Academy – $15,000.00
File Number DMO25-0087
Comm. Dist.
Recommendation Approve

The Council approved Staff's recommendation with Mr. Collard abstaining from the vote due to a conflict of interest.

Presentations

4 Sports Event Sponsorship Recap - American Association of Formative Football - AAFF - To Provide a Recap of the Florida Cup International
File Number DMO25-0088
Comm. Dist.
Recommendation Presentation Only

Ms. Sanchez reviewed the item and spoke regarding Mr. McKenzie Olivares, American Association of Formative Football, the partnership, and the event.

Mr. Olivares displayed a video and spoke regarding the partnership with Florida Sport's Coast, Sporting Patagonia, a location at the Richey Racquet's Sports Complex, earlier partners in Chile, a local tournament, sports club sponsorships, organizers in Brazil and Argentina, Champion's Accord, and that he was looking forward to a strong relationship.

Discussion was held regarding the tournaments; fields; parking; the teams; the age-range; soccer clubs; the well-organized event; the investment; marketing; payment; a potential non-profit to be able to help those without funds; other sports; sponsorship; and visa processing.

The item was for information only.

5 2025 - 2026 Marketing Matching Sponsorship Program Application Cycle - Various Event Organizers - To Open the 2025 - 2026 Marketing Matching Sponsorship Program Application Cycle - $100,000.00
File Number DMO25-0089
Comm. Dist.
Recommendation Presentation Only

Ms. Sanchez reviewed the item and spoke regarding marketing assistance, promotions from organizers, and signature events in Pasco.

The item was for information only.

6 Marketing Plan Monthly Report - Paradise Advertising & Marketing Inc.- To Present Advertising Campaign Development, Media Planning, and Social Media Strategy Updates
File Number DMO25-0091
Comm. Dist.
Recommendation Presentation Only

The item was not heard.

New Business

7 Communications Updates - Raul Nardi - Marketing & Communications Manager - To Provide an Update on Marketing, Social Media, Website, and PR Activities
File Number DMO25-0091
Comm. Dist.
Recommendation Presentation Only

Mr. Nardi used a PowerPoint presentation to review the item and displayed a video for the Tourism Banquet. He spoke regarding partners serving as distribution centers, the scallop season, media coverage, and use of a Paradise Charters vessel.

Discussion was held regarding scallops; the producer of the video; and the need for boats.

The item was for information only.

8 Sports Tourism Updates - Kayla Glazebrook - Sports & Special Events Program Coordinator - To Present an Update on Sports Tourism and Special Events Activities
File Number DMO25-0092
Comm. Dist.
Recommendation Presentation Only

Ms. Sanchez used a PowerPoint presentation to review the item and displayed a video. She spoke regarding the U.S. Wheelchair Rugby National Event, hosting the North American Chinese Association, the CLPSS, organizers from overseas, a visit by a Columbian organizer, and an event at Saddlebrook.

Discussion was held regarding hotel rooms; site visits; and the Mirada Lagoon.

The item was for information only.

9 Industry Relations and Sales Update - Gaby LaJeunesse - Tourism Sales Manager - To Provide and Update of Film Commission, Industry Relations, and Group Sales
File Number DMO25-0093
Comm. Dist.
Recommendation Presentation Only

The item was not heard.

10 DMO Director's Updates - Adam Thomas - Executive Director - To Provide STR and TDT Revenue Updates
File Number DMO25-0094
Comm. Dist.
Recommendation Presentation Only

Mr. Thomas used a PowerPoint presentation to review the item.

Discussion was held regarding number ten on the quadrants and that they would get information from the Tax Collector.

The item was for information only.

Old Business

11 FY 2025 Q2 Treasurer's Report - Destination Management Organization - To Report Financials Reports from January 1, 2025 to March 31, 2025
File Number DMO25-0095
Comm. Dist.
Recommendation

Mr. Thomas used a PowerPoint presentation to review the item.

This item was for information only.

12 Legislative Update - Destination Management Organization - To Provide an Update on the 2025 Legislative Session
File Number DMO25-0096
Comm. Dist.
Recommendation Presentation Only

Mr. Thomas used a PowerPoint presentation to review the item and spoke regarding the House Bill and that it had significant changes to the Tourist Development Tax.

Discussion was held regarding the Bill; DMOs; the bonds still in place; the impact on tourism; the ownership groups; the sales tax; what could be done; that there were no clear answers at this time; and a future analysis on the economic impact for employment.

This item was for information only.

Adjournment

Mr. Collard spoke regarding the opening day, his excitement for next year, and contracts signed to fully book for the next 10 years.

Mr. Ward spoke regarding services out at Saddlebrook for renovations.

Ms. Hayes spoke regarding the new menu at the Skybox Rooftop Bar, gratitude to Staff for receiving retail information, and a guide for foot traffic.

Chairman Starkey spoke regarding plans from the Porter family, parking, the newest additions downtown, a contract for apartments, a complex down Grand Boulevard, form-based code, development, and an attempted triathlon.

Discussion was held regarding the grand opening; gratitude for the invitations; the Starkey market; the Local Organization Committee logistics; partners throughout the County; a possible triathlon; and the event information for the next day.

The meeting adjourned at 11:03 a.m.

TOURIST DEVELOPMENT COUNCIL
REGULAR MEETING
MAY 21, 2025

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Nevaeh Wilkes

Nevaeh Wilkes, Records Clerk I
Board Records Division

Council Members

Chairman, Commissioner Kathryn Starkey
Councilman Kenneth M. Burgess, Jr., City of Zephyrhills
Mike Bishop
Bobbi L. DeFilippis
Pascal Collard
Kelly Hackman
Rebecca Hayes
Scott Ward

Pasco County
Tourist Development Council
Wednesday, May 21, 2025
10:00 AM

Dade City Historic Courthouse, Board Room, 2nd Floor
37918 Meridian Ave., Dade City, Florida 33525

Call To Order - 10:00 a.m. Chairman

Invocation, Pledge of Allegiance

Roll Call

Public Comment

Consent

1 Sports Event Sponsorship Agreement – WRHS Athletic Boosters Inc. – Title Sponsorship for the Florida's Sports Coast Stampede Sprint – Cross Country – Wiregrass Ranch Sports Campus – $2,000.00

File Number DMO25-0085
Comm. Dist.
Recommendation Approve

2 Sports Event Sponsorship Agreement – Mouratoglou Tennis Center Zephyrhills LLC - Title Sponsorship for the 2026 ITF Women's World Tennis Tour Tournament ($75K Prize) - Mouratoglou Academy - Tennis - $30,000.00

File Number DMO25-0086
Comm. Dist.
Recommendation Approve

3 Marketing Sponsorship Agreement – Mouratoglou Tennis Center Zephyrhills LLC – FSC Brand Promotions at Mouratoglou Academy – $15,000.00

File Number DMO25-0087
Comm. Dist.
Recommendation Approve

Presentations

4 Sports Event Sponsorship Recap - American Association of Formative Football - AAFF - To Provide a Recap of the Florida Cup International

File Number DMO25-0088
Comm. Dist.
Recommendation Presentation Only

5 2025 - 2026 Marketing Matching Sponsorship Program Application Cycle - Various Event Organizers - To Open the 2025 - 2026 Marketing Matching Sponsorship Program Application Cycle - $100,000.00

File Number DMO25-0089
Comm. Dist.
Recommendation Presentation Only

6 Marketing Plan Monthly Report - Paradise Advertising & Marketing Inc.- To Present Advertising Campaign Development, Media Planning, and Social Media Strategy Updates

File Number DMO25-0091
Comm. Dist.
Recommendation Presentation Only

New Business

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File Number DMO25-0091
Comm. Dist.
Recommendation Presentation Only

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File Number DMO25-0092
Comm. Dist.
Recommendation Presentation Only

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File Number DMO25-0093
Comm. Dist.
Recommendation Presentation Only

10 DMO Director's Updates - Adam Thomas - Executive Director - To Provide STR and TDT Revenue Updates
File Number DMO25-0094
Comm. Dist.
Recommendation Presentation Only

Old Business

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File Number DMO25-0095
Comm. Dist.
Recommendation

12 Legislative Update - Destination Management Organization - To Provide an Update on the 2025 Legislative Session
File Number DMO25-0096
Comm. Dist.
Recommendation Presentation Only

Adjournment

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
COLLARD PASCAL	
MAILING ADDRESS 3988 ALDEA WAY	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY WESLEY CHAPEL COUNTY PASCO	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: ☐ ELECTIVE ☒ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, PASCAL COLLINS, hereby disclose that on MAY 21 ST, 20 23:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Items # 2 & 3

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

MAY 21 ST

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

To view a video displayed by Staff during Agenda Item 4 (DMO25-0088), please contact The Board Records Division located at the East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, FL 33523 or at board.records@pascoclerk.com

FLORIDA'S SPORTS COAST

TOURIST DEVELOPMENT COUNCIL

CONSENT AGENDA

1. Sports Event Sponsorship Agreement – WRHS Athletic Boosters Inc. – Title Sponsorship for the Florida's Sports Coast Stampede Sprint – Cross Country – Wiregrass Ranch Sports Campus – **$2,000.00**
2. Sports Event Sponsorship Agreement – Mouratoglou Tennis Center Zephyrhills LLC - Title Sponsorship for the 2026 ITF Women's World Tennis Tour Tournament ($75K Prize) - Mouratoglou Academy - Tennis – **$30,000.00**
3. Marketing Sponsorship Agreement – Mouratoglou Tennis Center Zephyrhills LLC – FSC Brand Promotions at Mouratoglou Academy – **$15,000.00**

ITEM #1-3 CONSENT AGENDA – EVENT FUNDING

PRESENTATIONS

ITEM 4 - DMO25-0088

Sports Event Sponsorship Recap - American Association of Formative Football - AAFF - To Provide a Recap of the Florida Cup International

ITEM 5 - DMO25-0089

2025 - 2026 Marketing Matching Sponsorship Program Application Cycle - Various Event Organizers - To Open the 2025 - 2026 Marketing Matching Sponsorship Program Application Cycle - $100,000.00

ITEM 6 - DMO25-0090

Marketing Plan Monthly Report - Paradise Advertising & Marketing Inc.- To Present Advertising Campaign Development, Media Planning, and Social Media Strategy Updates

Paradise
a partner for good

NEW BUSINESS

(ITEM#7)
MARKETING AND COMMUNICATIONS UPDATES - RAUL NARDI - MARKETING & COMMUNICATIONS MANAGER

(ITEM#8)
SPORTS TOURISM & SPECIAL EVENTS UPDATES – KAYLA GLAZEBROOK - SPORT & SPECIAL EVENTS PROGRAM COORDINATOR

(ITEM#9)
INDUSTRY RELATIONS AND SALES UPDATES – GABY LAJEUNESSE - TOURISM BUSINESS MANAGER

(ITEM#10)
DMO DIRECTOR'S UPDATES - ADAM THOMAS - EXECUTIVE DIRECTOR

MAR 2025	OCC%		ADR		RevPAR		VARIANCE (%)		
	2025	2024	2025	2024	2025	2024	OCC	ADR	Rev PAR
PASCO	79.2%	77.3%	$154.08	$139.01	$122.01	$107.52	2.4%	10.8%	13.5%
Pinellas	83.6%	83.4%	$268.33	$270.65	$224.31	$225.78	0.2%	-0.9%	-0.6%
Hillsborough	81.7%	81.7%	$205.29	$193.81	$167.67	$158.39	-0.1%	5.9%	5.9%
Citrus	80.7%	70.5%	$148.11	$135.96	$119.48	$95.88	14.4%	8.9%	24.6%
Hernando	82.0%	75.0%	$140.31	$131.91	$115.03	$98.89	9.4%	6.4%	16.3%
Charlotte	75.3%	77.5%	$268.94	$251.28	$202.52	$194.63	-2.8%	7.0%	4.0%
Florida	77.4%	78.3%	$239.58	$238.26	$185.48	$186.54	-1.1%	0.6%	-0.6%

JAN-MAR 2025	OCC%		ADR		RevPAR		VARIANCE (%)		
	2025	2024	2025	2024	2025	2024	OCC	ADR	Rev PAR
PASCO	81.5%	70.7%	$151.94	$131.05	$123.91	$92.72	15.3%	15.9%	33.6%
Pinellas	82.9%	74.7%	$229.45	$226.71	$190.12	$169.33	10.9%	1.2%	12.3%
Hillsborough	82.8%	78.6%	$203.33	$188.77	$168.35	$148.30	5.4%	7.7%	13.5%
Citrus	79.4%	66.7%	$145.21	$131.52	$115.28	$87.77	19.0%	10.4%	31.3%
Hernando	85.0%	74.4%	$139.77	$124.37	$118.87	$92.52	14.3%	12.4%	28.5%
Charlotte	70.8%	73.0%	$237.56	$244.35	$168.26	$178.37	-3.0%	-2.8%	-5.7%
Florida	75.7%	74.5%	$227.27	$222.19	$172.04	$165.53	1.6%	2.3%	3.9%

TDT REVENUE – MARCH 2025

MAR 2023 REVENUE	MAR 2024 REVENUE	MAR 2025 REVENUE
$ 895,534.93	$828,598.53	$869,706.64
↓-$25,828.29	↑$41,108.11	↓-2.88% AND ↑4.96%

2022-2023 FISCAL YEAR REVENUE TO DATE

$3,741,399.70

2023-2024 FISCAL YEAR REVENUE TO DATE

$3,455,257.84

2024-2025 FISCAL YEAR REVENUE TO DATE

$4,810,959.71

↑ $1,355,701.87 = ↑39.24 % REVENUE INCREASE YEAR-TO-DATE

↑$1,069,560.01 = ↑28.59 % (FY22/23)

TDT BY QUADRANT– MARCH 2025

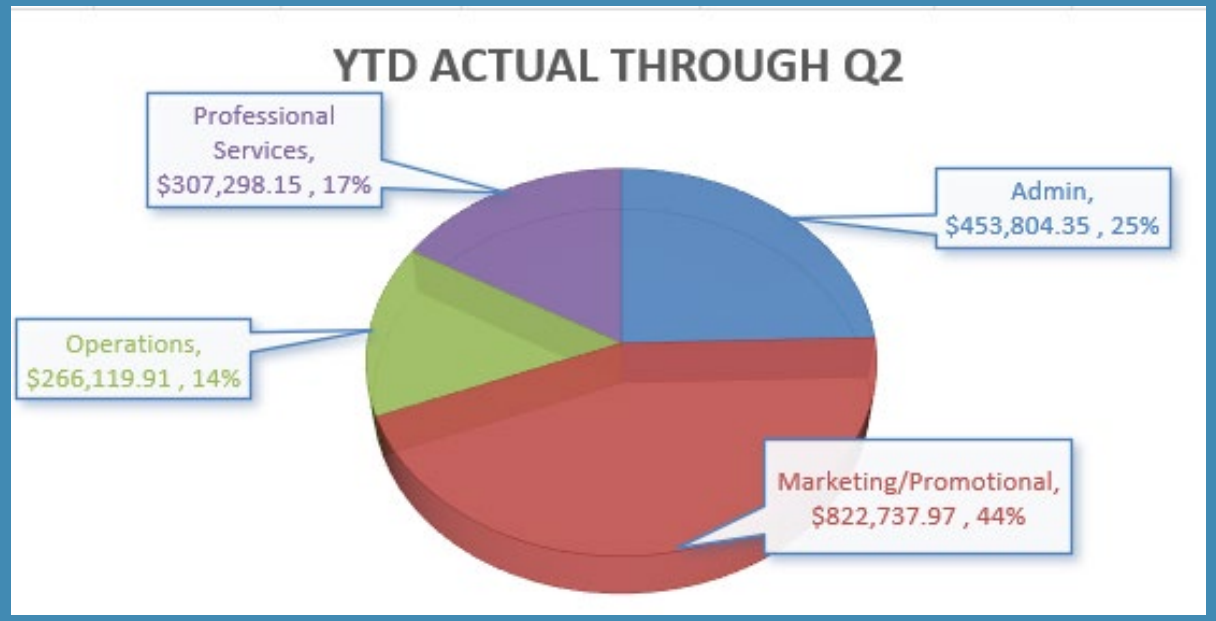
Tourist Zone	Tourist Rental Type	Total Tax
NORTHWEST QUADRANT (HUDSON)	02 - CONDOMINIUM	$1,871.23
	03/04– DUPLEX/COTTAGE	$569.93
	05 - HOTEL	$17,041.49
	08 - MOTEL	$9,510.33
	10 - ROOM	$0.00
	12 - RV PARK /CAMPGD	$2,305.41
	13 - SINGLE FAMILY	$2,405.58
	15/99 – BED & BREAKFAST/MISC.	$0.00
	Total TDT Collected	**$33,703.97**

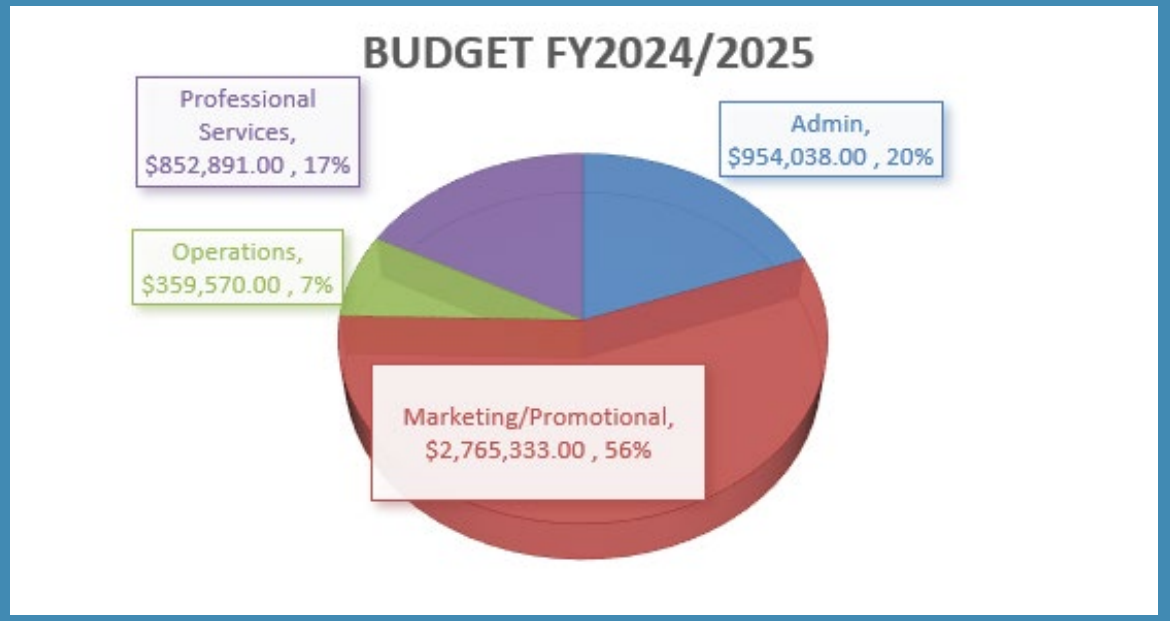
Tourist Zone	Tourist Rental Type	Total Tax
SOUTHWEST QUADRANT (LAND O'LAKES, HOLIDAY, TRINITY, ODESSA, LUTZ, NEW PORT RICHEY AND PORT RICHEY)	01 – APARTMENTS	$1,337.87
	02 – CONDOMINIUM$	$150.00
	04 - DUPLEX	$97.98
	05 - HOTEL	$309,595.16
	07 - MOBILE HM PARK	$0.00
	08 - MOTEL	$53,782.47
	09 - PROPERTY MGMT. COMPANY	$0.00
	10 – ROOM/ROOMING HOUSE	$208.25
	12 - RV PARK /CAMPGD	$6,940.74
	13 - SINGLE FAMILY	$5,547.75
	99 – MISC/BED & BREAKFAST	$0.00
	Total TDT Collected	**$377,660.22**

Tourist Zone03/04	Tourist Rental Type	Total Tax
NORTHEAST QUADRANT (DADE CITY)	05 - HOTEL	$14,826.36
	03/04 DUPLEX/COTTAGE	$0.00
	08 - MOTEL	$3,914.12
	09 - PROPERTY MGMT. COMPANY	$4,381.81
	10 - ROOM	$0.00
	12 - RV PARK /CAMPGD	$6,486.51
	13 - SINGLE FAMILY	$458.03
	15 - BED & BREAKFAST	$0.00
	Total TDT Collected	**$30,066.83**

SOUTHEAST QUADRANT (ZEPHYRHILLS, WESLEY CHAPEL AND LUTZ)	01 – APARTMENTS	$462.00
	02 - CONDOMINIUM	$3,493.78
	05 - HOTEL	$286,438.54
	07 - MOBILE HM PARK/COTTAGE	$0.00
	08 - MOTEL	$4,342.55
	09 - PROPERTY MGMT. COMPANY	$299.19
	12 - RV PARK /CAMPGD	$2,272.57
	13 - SINGLE FAMILY	$2,573.21
	99 – MISCELLANEOUS/ROOM	$261.35
	Total TDT Collected	**$300,143.19**

ACTUAL FY24/25 TREASURER'S REPORT





	Budget	Actual	Remaining
Admin	$ 954,038.00	$ 453,804.35	$ 500,233.65
Marketing/Promotional	$ 2,765,333.00	$ 822,737.97	$ 1,942,595.03
Operations	$ 359,570.00	$ 266,119.91	$ 93,450.09
Professional Services	$ 852,891.00	$ 307,298.15	$ 545,592.85
Total	**$ 4,931,832.00**	**$ 1,849,960.38**	**$ 3,081,871.62**

Indirect Costs for FY24/25 charged in Q1

ITEM 12 - DMO25-0096

Legislative Update – Destination Management Organization – To Provide an Update on the 2025 Legislative Session

TDT Expansion - DIED

1. Rep. Eskamani (D, Orange) filed a bill identical to a bill she filed in 2022 but was never heard labeled **HB 6031** Tourist Development Taxes. **SB 1114** - Tourist Development Tax by Sen. Smith (D, Orange).

Large Scale DMOs - DIED

2. No movement this week on legislation filed by Sen. Smith (D, Orange) that would create a new statute for "Large Scale County Destination Marketing Organization" has another week without movement. **SB 1110** - Large-scale County Destination Marketing Organizations mandates the requirements for county DMOs with an annual budget of $5 million or more.

Visit Florida Budget - PASS

The House and Senate both allocated $80 million to VISIT FLORIDA.

Senate GAA

2128 SPECIAL CATEGORIES

GRANTS AND AIDS – VF FROM GENERAL REVENUE FUND ……30,000,000

FROM STATE ECONOMIC ENHANCEMENT

AND DEVELOPMENT TRUST FUND ……26,000,000

FROM TOURISM PROMOTIONAL TRUST

FUND ……24,000,000

TDT Redirection and TDC Termination

A few weeks back, amendments were filed in the House on two separate bills that would wipe out local tourism promotion and shift the funds to local governments for property tax reductions.

The language exists in the House Tax Package, **HB 7033** and **HB 1221** - Local Option Taxes by Rep. Monique Miller (R, Brevard)

Both bills passed the committees where they were filed despite a lot of opposition from both parties. Both bills also passed the Floor this morning and will now be sent to the Senate for consideration.

Here's what they do:

- Force 75% of Tourist Development Tax (TDT) revenue to be used as a property tax credit—eliminating funding for tourism promotion, marketing, and tourism facilities.
- Dissolve every Tourist Development Council in Florida by the end of the year.
- Mandate a public referendum on TDT every eight years, as a method of continuing the Property Tax discount.

OLD BUSINESS

ADJOURNMENT

Next TDC Meeting

JUNE 18, 2025

WEST PASCO GOVERNMENT CENTER

NEW PORT RICHEY

10:00am

TOURISM MARKETING REPORT

April 2025

FLORIDA'S SPORTS COAST

LET'S PLAY!

flsportscoast.com



FLORIDA'S SPORTS COAST
LET'S PLAY!

Marketing
In it ia t iv e s



WWAR Gala

Half Page Program Ad

Event: May 31st, 2025

- Inviting athletes, their families, and friends to make the most of their downtime during the wheelchair rugby championships by exploring all the wonderful experiences our destination has to offer.



New Hero Video

Debuting at 2025 Tourism Banquet



FLORIDA'S SPORTS COAST
LET'S PLAY!

PR
Initiatives



Scalloping Season

Upcoming 2025 Season

Scalloping FAM

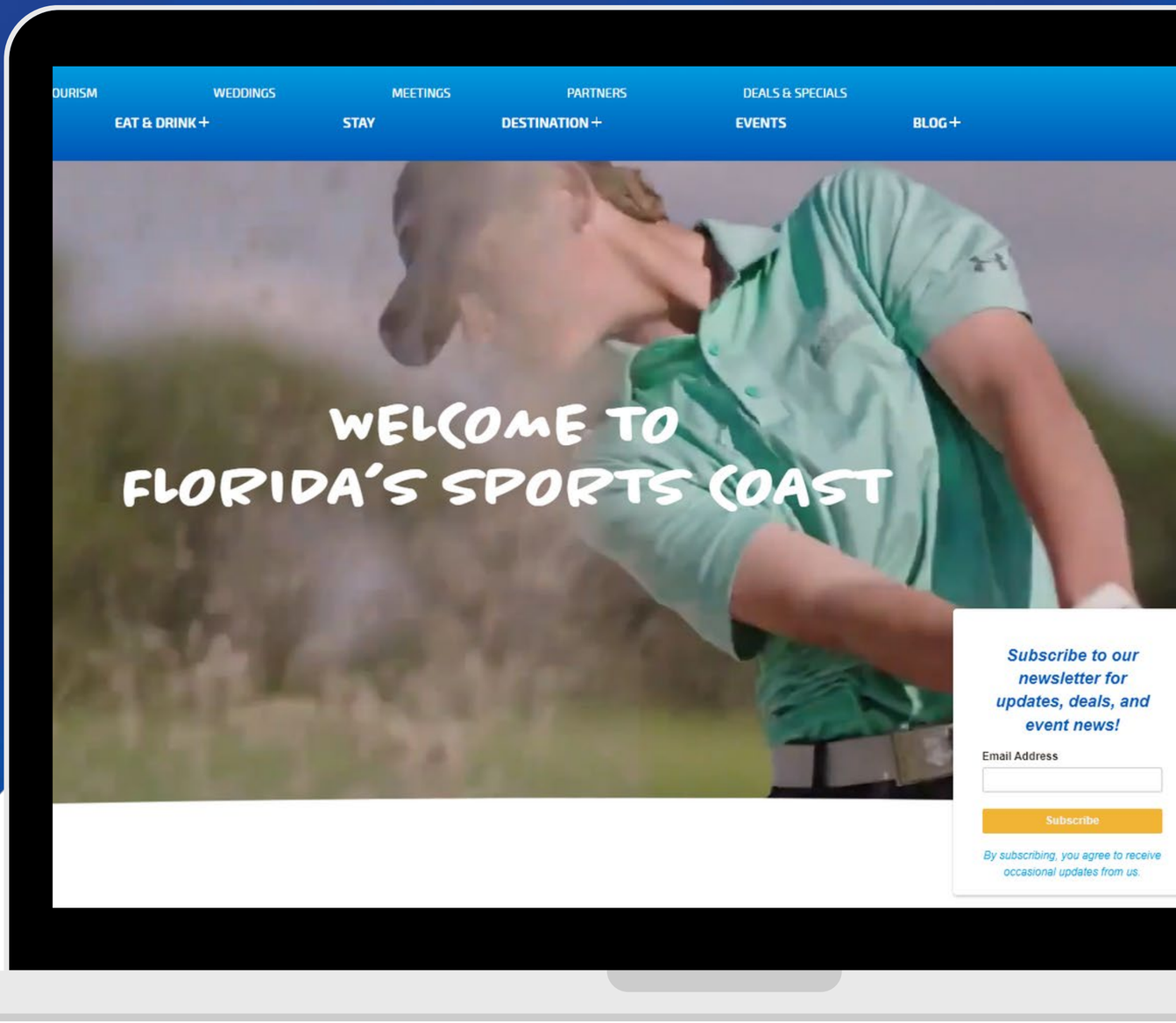
- July 16- 18, 2025
- Enjoy the beloved scalloping activity, enjoy dinner at the iconic American Flag silt house.
- Media coverage will include social media influencers, travel writers and traditional media.

Scalloping Season Press Release

- Release: May 6th
- 2025 Season dates: July 10th - August 18
- Scallop Sorter Distribution Centers:
  - The Historic Hacienda Hotel
  - Cotee River Brewing Company

WEBSITE
OVERVIEW

PERFORMANCE

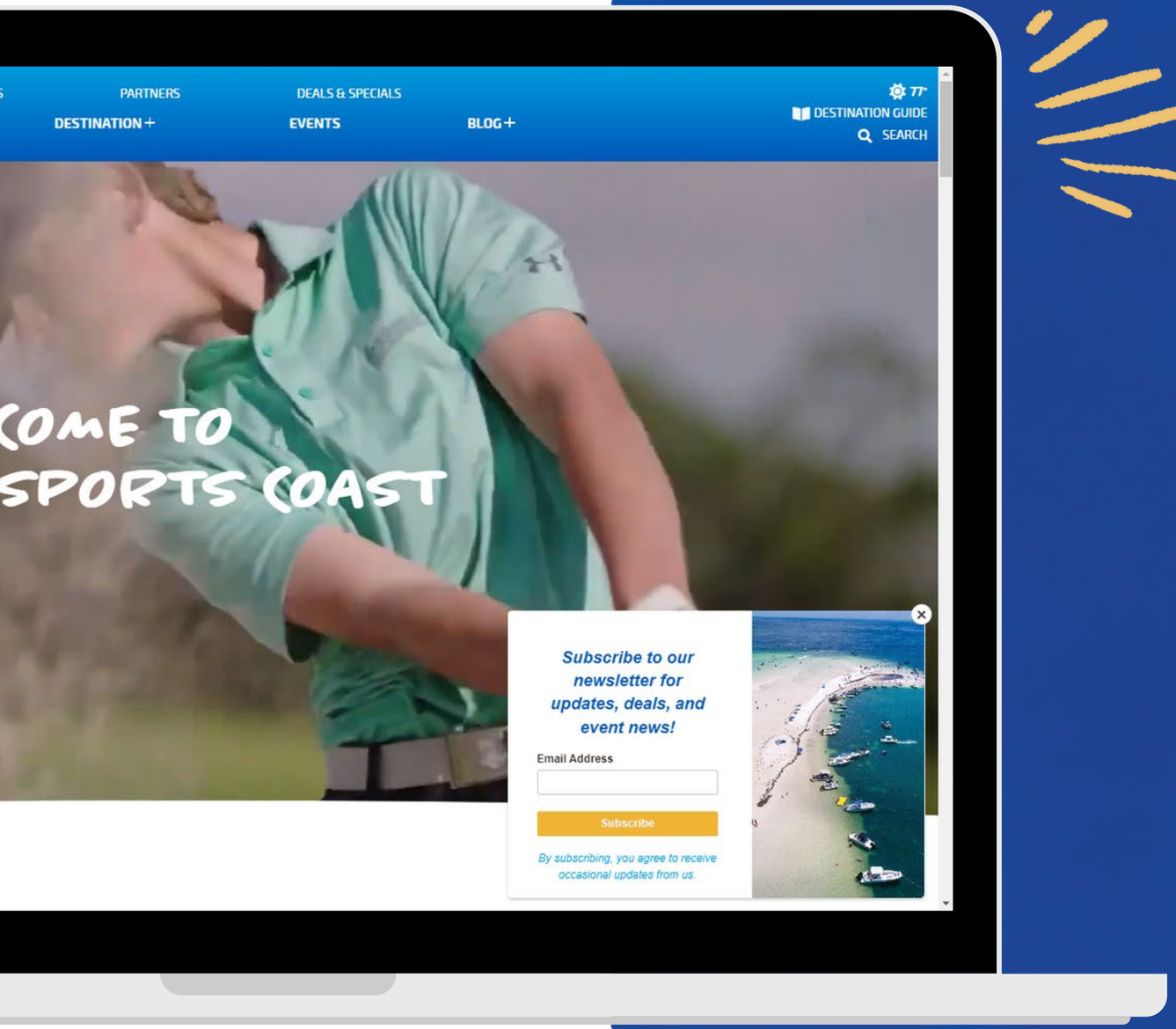


Website Overview

April 2025

Sessions	27,739
Avg. Session Duration	00:47
Engagement Rate	32.3%
New Users	24,464

LET'S PLAY!



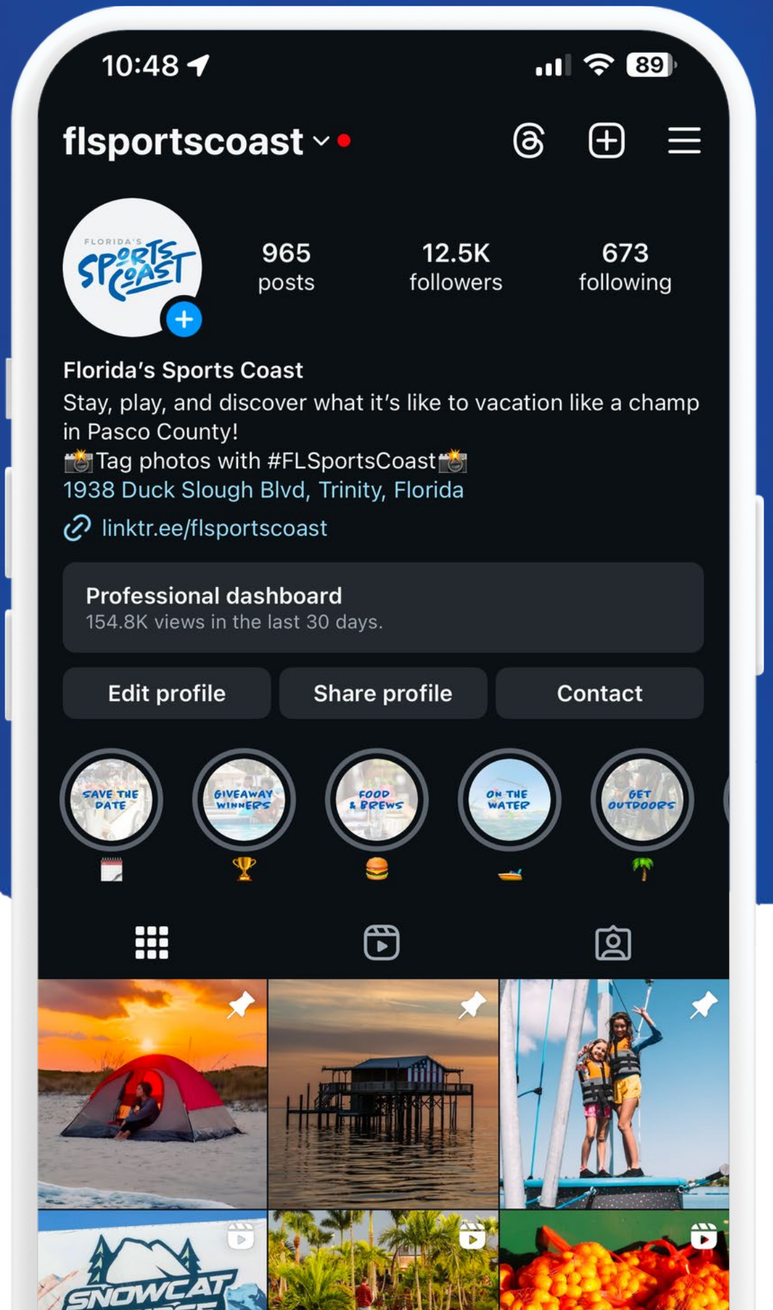
TOP PERFORMING PAGES

1. **Events Page**
   73.3 % Engagement Rate
2. **Home Page- Florida's Sports Coast**
   67.0 % Engagement Rate
3. **Eat and Drink**
   59.3 % Engagement Rate

SOCIAL MEDIA

SOCIAL MEDIA ANALYTICS

PERFORMANCE- YOY



facebook overview

APRIL - 2025

reach	679,689
engagement	1,024
followers	25,515

LET'S PLAY!

instagram overview

FEBRUARY 2025

reach	47,253
engagement	1,396
followers	14,563

top posts instagram

POST #1:



LIKES	240
COMMENTS	4
SHARES	34
VIEWS	19,372

POST #2:



LIKES	249
COMMENTS	10
SHARES	47
VIEWS	14,325

POST #3:



LIKES	125
COMMENTS	5
SHARES	20
VIEWS	5,026

top posts faecbook

POST #1:



LIKES	63
COMMENTS	5
SHARES	4
LINK CLICKS	75
REACH	6,334

POST #2:



LIKES	24
COMMENTS	0
SHARES	13
LINK CLICKS	4
REACH	1,823

MAY 2025 SPORTS UPDATES

FLORIDA'S SPORTS COAST



Events hosted since Last TDC Meeting

WIREGRASS Ranch Sports of Pasco County

Indoor

- **NXT Pro Sports (Basketball)**
- **USAB (Basketball)**
- **USWRA National Championships (Wheelchair Rugby)**
- **ENG Invitational (Basketball)**
- **S&S Events (Volleyball)**

Fields

- **FL International Cup (Soccer)**

Caliente Resort

- **Caliente Bare Dare 5K (Race)**

AdventHealth Center Ice

- **AHCI Sunshine State Figure Skating (Figure Skating)**

Upcoming Events

WIREGRASS Ranch Sports Campus

INDOOR

- **CLPSS Volleyball Tournament (Volleyball)**
- **USAB State Championships (Basketball)**
- **Excel Events Bucanner Bash (Week 1 & 2) (Volleyball)**

FIELDS

- **SAT Florida (Lacrosse)**

AdventHealth Center Ice

- **AHCI Memorial Day Hockey Tournament (Hockey)**

Starkey Ranch District Park

- **USSA (Softball)**
- **NSA (Softball)**

ST Leo University

- **Benfica Inaugural Kickoff (Soccer)**

Post Event Report Stats

Event Dates	Event	Type of funding	Tracked Room Nights (Pasco)	Original Approved Funding	Actual Funding Provided
Feb 1-2, 2025	Excel Events Block Party	Sports-Room Night	330	$7,008.00	$3,960.00
Feb 20, 2025	Sunwest Crab & Shrimp Festival	MMSP	NA	$4,070.70	$5,000.00
Mar 6-11, 2025	USPHL Play Offs	Sports - Marketing	68	$4,968.00	$816.00
Mar 15-16,2025	USAB Conrad Foss Memorial	Sports – Room Night	313	$3,840.00	$3,756.00

Budget Overview

FY25 Sports Events Funding Program Budget

- **$535,000.00**

Total Amount of Funding Recommended as of November 20, 2024

- **$444,991.00**

Remaining Budget for FY25 Events

- **$94,009.00**

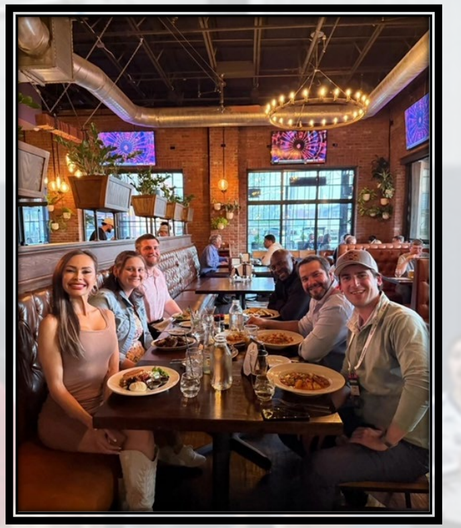
Quarter 1 **Events taking Place Oct-Dec**	**Quarter 2** **Events taking Place Jan-Mar**
Actual Amount of Funding Provided • $88,739.00	**Total Amount of Funding Allocated** • $82,860.00
Quarter 3 **Events taking Place Apr-Jun**	**Quarter 4** **Events taking Place Jul-Sep**
Total Amount of Funding Allocated • $207,296.00	**Total Amount of Funding Allocated** • $62,096.00

It is important to mention quarter breakdowns of funding are based on the date of the event, not when funding was recommended by the TDC. These amounts will continue to increase as we recommend additional funding at our monthly TDC meetings for upcoming events.

Conferences and Tradeshows Attended

- **Sports ETA Annual Symposium, Tulsa, Oklahoma**
- **Sports Biz Miami, Miami, FL**
- **Aces Annual Conference, Louisville, KY**





Mouratoglou Tennis Academy Grand-Opening



Conferences Hosted

- **Sports Express International :** Saddlebrook Resort, Wesley Chapel, FL

THANK YOU! ANY QUESTIONS



FLORIDA'S SPORTS COAST

Council Members

Chairman, Commissioner Kathryn Starkey
Councilman Kenneth M. Burgess, Jr., City of Zephyrhills
Mike Bishop
Bobbi L. DeFilippis
Pascal Collard
Kelly Hackman
Rebecca Hayes
Scott Ward

Pasco County
Tourist Development Council
Wednesday, May 21, 2025
10:00 AM

Dade City Historic Courthouse, Board Room, 2nd Floor
37918 Meridian Ave., Dade City, Florida 33525

Call To Order - 10:00 a.m. Chairman

Invocation, Pledge of Allegiance

Roll Call

Public Comment

Consent

1 Sports Event Sponsorship Agreement – WRHS Athletic Boosters Inc. – Title Sponsorship for the Florida's Sports Coast Stampede Sprint – Cross Country – Wiregrass Ranch Sports Campus – $2,000.00

File Number DMO25-0085
Comm. Dist.
Recommendation Approve

2 Sports Event Sponsorship Agreement – Mouratoglou Tennis Center Zephyrhills LLC - Title Sponsorship for the 2026 ITF Women's World Tennis Tour Tournament ($75K Prize) - Mouratoglou Academy - Tennis - $30,000.00

File Number DMO25-0086
Comm. Dist.
Recommendation Approve

3 Marketing Sponsorship Agreement – Mouratoglou Tennis Center Zephyrhills LLC – FSC Brand Promotions at Mouratoglou Academy – $15,000.00

File Number DMO25-0087
Comm. Dist.
Recommendation Approve

Presentations

4 Sports Event Sponsorship Recap - American Association of Formative Football - AAFF - To Provide a Recap of the Florida Cup International

File Number DMO25-0088
Comm. Dist.
Recommendation Presentation Only

5 2025 - 2026 Marketing Matching Sponsorship Program Application Cycle - Various Event Organizers - To Open the 2025 - 2026 Marketing Matching Sponsorship Program Application Cycle - $100,000.00

File Number DMO25-0089
Comm. Dist.
Recommendation Presentation Only

6 Marketing Plan Monthly Report - Paradise Advertising & Marketing Inc.- To Present Advertising Campaign Development, Media Planning, and Social Media Strategy Updates

File Number DMO25-0091
Comm. Dist.
Recommendation Presentation Only

New Business

7 Communications Updates - Raul Nardi - Marketing & Communications Manager - To Provide an Update on Marketing, Social Media, Website, and PR Activities

File Number DMO25-0091
Comm. Dist.
Recommendation Presentation Only

8 Sports Tourism Updates - Kayla Glazebrook - Sports & Special Events Program Coordinator - To Present an Update on Sports Tourism and Special Events Activities

File Number DMO25-0092
Comm. Dist.
Recommendation Presentation Only

9 Industry Relations and Sales Update - Gaby LaJeunesse - Tourism Sales Manager - To Provide and Update of Film Commission, Industry Relations, and Group Sales

File Number DMO25-0093
Comm. Dist.
Recommendation Presentation Only

10 DMO Director's Updates - Adam Thomas - Executive Director - To Provide STR and TDT Revenue Updates

File Number DMO25-0094
Comm. Dist.
Recommendation Presentation Only

Old Business

11 FY 2025 Q2 Treasurer's Report - Destination Management Organization - To Report Financials Reports from January 1, 2025 to March 31, 2025

File Number DMO25-0095
Comm. Dist.
Recommendation

12 Legislative Update - Destination Management Organization - To Provide an Update on the 2025 Legislative Session

File Number DMO25-0096
Comm. Dist.
Recommendation Presentation Only

Adjournment

TOURIST DEVELOPMENT COUNCIL
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** DMO25-0085 **DATE:** 5/21/2025

SUBJECT: Sports Event Sponsorship Agreement – WRHS Athletic Boosters Inc. – Title Sponsorship for the Florida's Sports Coast Stampede Sprint – Cross Country – Wiregrass Ranch Sports Campus – $2,000.00

THRU: Adam Thomas, Executive Director of Destination Management Organization

FROM: Consuelo Sanchez, Tourism Assistant Director

RECOMMENDED COMMITTEE ACTION:
Tourist Development Council recommends the Purchasing Department approve the Sports Event Sponsorship Agreement with WRHS Athletic Boosters Inc. for up to $2,000.00

BACKGROUND:
WRHS Athletic Boosters Inc. (WRHS), the local organizing committee for Wiregrass Ranch High School, seeks to establish Cross Country as a tourism-driven event within our destination. Their inaugural tourism event, the Florida's Sports Coast (FSC) Stampede Sprint, will be hosted at the Wiregrass Ranch Sports Campus of Pasco County (WRSC) in Wesley Chapel. This event marks a key opportunity to expand our portfolio of sporting events and strengthen our position as a hub for competitive athletics.

The FSC Stampede Sprint will take place on August 30th, welcoming approximately 50 teams. Of these, an estimated 10% will generate overnight stays. The event will feature elementary, middle, and high school competitors racing distances between one and five kilometers.

To ensure a high-quality inaugural experience, the event will operate with a controlled capacity, with the long-term objective of becoming an annual destination event. WRHS has formally requested funding assistance from the Destination Management Organization (DMO) via the Title Sponsorship, recognizing the need for additional marketing to establish and grow this event. This event represents an exceptional opportunity to position WRSC as a premier venue for cross country events. Early investment in marketing and operational support will pave the way for future bids, including regional qualifiers through the Florida High School Athletic Association. The DMO has already initiated collaboration with WRHS to advance these efforts, reinforcing the long-term value of this partnership.

To support the successful launch and long-term viability of this event, the DMO recommends funding of up to $2,000.00 for the Title Sponsorship of the FSC Stampede Sprint. This investment will not only ensure a strong debut for the event but also contribute to broader destination appeal and attract additional competitive opportunities in future years.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $2,000.00 is available in Account "Event Sponsorships" in FY2025.

ATTACHMENT(S):
None

cc:

TOURIST DEVELOPMENT COUNCIL
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** DMO25-0086 **DATE:** 5/21/2025

SUBJECT: Sports Event Sponsorship Agreement – Mouratoglou Tennis Center Zephyrhills LLC - Title Sponsorship for the 2026 ITF Women's World Tennis Tour Tournament ($75K Prize) - Mouratoglou Academy - Tennis - $30,000.00

THRU: Adam Thomas, Executive Director of Destination Management Organization

FROM: Consuelo Sanchez, Tourism Assistant Director

RECOMMENDED COMMITTEE ACTION:
Tourist Development Council recommends the Purchasing Department approve the Sports Event Sponsorship Agreement with Tennis Pro Florida LLC for up to $30,000.00.

BACKGROUND:
In April of this year, the Sarah Vande Berg Tennis and Wellness Center underwent a rebranding as the Mouratoglou Academy (MA). The opening of this new center marks the first full-fledged U.S. academy of world-renowned coach Patrick Mouratoglou, the mastermind behind Serena Williams' legendary career.

The Mouratoglou Academy in Zephyrhills is a public-private partnership facility for Racquet Sports (Tennis, Padel, Pickleball, Beach Tennis). It also has an onsite student living apartment complex, a fully equipped Fitness Center; wellness amenities (cryotherapy, salt room, massage, cognitive performance, nutrition), and an on-site restaurant.

Following their second International Tennis Federation (ITF) Women's World Tennis Tour Tournament, MA will be hosting a $75,000.00 prize level tournament, The Florida's Sports Coast ITF Open. 64 internationally ranked tennis players from across the world will attend the 3rd Florida's Sports Coast Open, which will take place in April, 2026.

MA has proposed to the Destination Management Organization to be the Title Sponsor of the event (See Attachment 1) with the following benefits:

- Florida's Sports Coast is granted Title Sponsorship by naming the event "Florida's Sports Coast Open".
- Florida's Sports Coast name and logo on the flyer and all publications (digital and written)
- Florida's Sports Coast name and logo promotions in tournament flyers, distributed on social media platforms (website, Facebook, Instagram, etc.)
- Florida's Sports Coast will be recognized on TV channels and in newspapers.
- Florida's Sports Coast name and logo in the tournament program book distributed during the event.
- Florida's Sports Coast name on all volunteer t-shirts.
- 4 VIP parking passes, 4 VIP restricted zone area tickets, 4 VIP lounge access tickets, and 4 VIP invitations to the players' party.
- Opportunity to Guest Speak.

The DMO recommends moving forward with this sponsorship, as it is a great opportunity to continue drawing international attention not only to the venue, but also to our destination.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $30,000.00 is available in Account “Sports Events Sponsorships” in FY 2025.

ATTACHMENT(S):
None

cc:

TOURIST DEVELOPMENT COUNCIL
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** DMO25-0087 **DATE:** 5/21/2025

SUBJECT: Marketing Sponsorship Agreement – Mouratoglou Tennis Center Zephyrhills LLC – FSC Brand Promotions at Mouratoglou Academy – $15,000.00

THRU: Adam Thomas, Executive Director of Destination Management Organization

FROM: Consuelo Sanchez, Tourism Assistant Director

RECOMMENDED COMMITTEE ACTION:
Tourist Development Council (TDC) recommends the Purchasing Department approve the Marketing Sponsorship Agreement with Mouratoglou Tennis Center Zephyrhills LLC for up to $15,000.00.

BACKGROUND:
In April of this year, the Sarah Vande Berg Tennis and Wellness Center (SVB) rebranded as the Mouratoglou Academy (MA), marking the first full-fledged U.S. presence of world-renowned coach Patrick Mouratoglou—the architect behind Serena Williams' legendary career. This transition presents a unique opportunity to strengthen Florida's Sports Coast's visibility within the international tennis community.

Since 2020, the Destination Management Organization (DMO) has partnered with Tennis Pro Florida, the former operator of SVB, through a Marketing Sponsorship Agreement to promote Florida's Sports Coast at the Tennis Center in Zephyrhills. With the current agreement set to expire on May 31, 2025, the DMO seeks to renew this sponsorship under the new MA branding for one additional year.

Marketing Sponsorship Details The renewed sponsorship will continue to ensure prominent exposure for Florida's Sports Coast across multiple platforms, including:

The Marketing Sponsorship includes:
1. Physical presence:
- FSC logo presence on 10 tennis courts
- FSC logo presence on side boundary wedges
- FSC logo presence in the David Waronker Centre Court (Exhibition Court)
- FSC magazine presence on the entryway table, and various counters within MA.

2. Digital:
- Social Media: Weekly highlights and mentions of FSC #FLSportCoast on FB and Instagram
- E-newsletter: FSC logo and link inclusion in the monthly edition of the MA E-newsletter
- Website: www.svbtenniscenter.com with links back to sponsors web page

3. Print
- Inclusion of FSC in printed media

The total promotional value of this proposal is $25,000.00 per year. However, MA is offering a special annual marketing sponsorship fee of $15,000.00 to our DMO, which they usually offer for a five-year sponsorship commitment.

MA has done a great job promoting Florida's Sports Coast brand on their website, E-Newsletter, and social media. Furthermore, they have been submitting quarterly reports showing how our brand has been highlighted on their digital outlets. The DMO recommends approval of the $15,000.00 sponsorship renewal, recognizing it as a cost-effective opportunity to maintain a strategic presence in a globally recognized academy while fostering long-term brand positioning and tourism growth.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $15,000.00 is available in Account “Marketing Grants” in FY 2025.

ATTACHMENT(S):
None

cc:

TOURIST DEVELOPMENT COUNCIL
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** DMO25-0088 **DATE:** 5/21/2025

SUBJECT: Sports Event Sponsorship Recap - American Association of Formative Football - AAFF - To Provide a Recap of the Florida Cup International

THRU: Adam Thomas, Executive Director of Destination Management Organization

FROM: Consuelo Sanchez, Tourism Assistant Director

RECOMMENDED COMMITTEE ACTION:
This presentation is for informational purposes only.

BACKGROUND:
AAFF, the operator of Chile's largest amateur youth soccer tournament, hosted the inaugural edition of the Florida Cup International from May 8 – 11 at the newly developed outdoor fields of the Wiregrass Ranch Sports Campus of Pasco County. This event marked an exciting milestone in international youth soccer, providing a unique platform for global competition and strengthening Florida's Sports Coast's reputation as a premier destination for sports tourism.

The Florida Cup International welcomed 11 teams from Chile, competing in divisions U11 to U15, alongside Florida-based teams from Miami, Ocala, Brooksville, and other regions across the state. The event fostered high-caliber competition, cultural exchange, and valuable exposure for local athletes.

Among other promotional benefits, Florida's Sports Coast received extensive brand visibility throughout the tournament, including:

1. International Team Jerseys: FSC's logo prominently featured on uniforms worn by Chilean teams.
2. On-Site & Digital Promotions: Branding integrated into all event materials, including signage, social media campaigns, and digital promotions before, during, and after the event.
3. Social Media Exposure: Strategic content placement across multiple channels, reinforcing FSC's presence to a global audience.
4. Exposure during the Rowdies game on Saturday evening.

The success of this first edition underscores the potential for future growth, opening doors for expanded international participation and increased visitor engagement. The Florida Cup International has demonstrated strong potential as a recurring event that aligns with our mission to attract high-profile sports tourism opportunities.

FISCAL IMPACT/COST/REVENUE STATEMENT:

ATTACHMENT(S):
None

cc:

TOURIST DEVELOPMENT COUNCIL
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** DMO25-0089 **DATE:** 5/21/2025

SUBJECT: 2025 - 2026 Marketing Matching Sponsorship Program Application Cycle - Various Event Organizers - To Open the 2025 - 2026 Marketing Matching Sponsorship Program Application Cycle - $100,000.00

THRU: Adam Thomas, Executive Director of Destination Management Organization

FROM: Consuelo Sanchez, Tourism Assistant Director

RECOMMENDED COMMITTEE ACTION:
This presentation is for informational purposes only.

BACKGROUND:
The Destination Management Organization (DMO) is pleased to announce the opening of the 2025–2026 Marketing Matching Sponsorship Program (MMSP) application cycle, which covers events taking place in Pasco County between October 1, 2025, through September 30, 2026. The MMSP provides funding support to offset marketing and promotion expenses for up to $5,000.00 for artistic, cultural, and other unique events and festivals, enhancing Pasco County's appeal and attracting new visitors to our destination.

In 2021, the MMSP was updated to increase the maximum funding cap from $5,000.00 to $20,000.00 for Pasco County's Signature Events (Chasco Fiesta, Cotee Bike Fest, Kumquat Festival, and Pigs in Z/Hills BBQ & Blues Fest).

In 2023, the policy was once again updated to allow event organizers to apply and receive funding from the MMSP for multiple events during the same cycle (County Fiscal Year), organizers can increase promotions for qualifying events, which could translate into direct visitation to our destination.

In 2024, the Tourist Development Council recommended two additional incentives for eligible applicants of up to $5,000 to expand the marketing reach of their events beyond the Tampa Bay area:

1. Long-Distance Promotions Incentive – Provides up to $2,000 for extended marketing efforts.

2. Room Night Generation Incentive – Offers up to $3,000 for events that drive overnight stays within the county.

The application cycle will open from May 21 through July 11th, 2025, and funding requests will be presented to the Tourist Development Council at the August 20th meeting. Local events with the potential to attract visitors to Pasco County are highly encouraged to apply.

FISCAL IMPACT/COST/REVENUE STATEMENT:

ATTACHMENT(S):
None

cc:

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TOURIST DEVELOPMENT COUNCIL
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** DMO25-0091 **DATE:** 5/21/2025

SUBJECT: Marketing Plan Monthly Report - Paradise Advertising & Marketing Inc.- To Present Advertising Campaign Development, Media Planning, and Social Media Strategy Updates

THRU: Adam Thomas, Executive Director of Destination Management Organization

FROM: Raul Nardi

RECOMMENDED COMMITTEE ACTION:
This presentation is for informational purposes only.

BACKGROUND:
Paradise Advertising & Marketing Inc. will provide its monthly update, which will include Advertising Campaign Development, Media Planning, and Social Media Strategy Updates.

Please see Attachment 1 for further details

FISCAL IMPACT/COST/REVENUE STATEMENT:

ATTACHMENT(S):
1. DMO25-0090 Paradise April 2025 Monthly Report

cc:



Florida's Sports Coast

Monthly Report | April 2025

Paradise
a partner for good

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Section 01: Advertising Campaign Development

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01

Advertising Campaign Development

(Creative & Production Services)



Advertising Campaign Development:

Creative & Production Services

- Finalizing Always On asset development
- Finalizing Spring Campaign asset development
- Summer Campaign assets in development
- Creative Completed in April:
    - Fun Family & Group Activities Blog
    - Summer Campaign Rich Media Interstitial
    - Local Palate Road Trip 2 Page Spread



Advertising Campaign Development: Fun Family & Group Activities Blog Development

EXPLORE AND PLAY TOGETHER: FAMILY-FRIENDLY EXCURSIONS ON FLORIDA'S SPORTS COAST



There is virtually no end to the family and group expe
you've got to start somewhere, so here's a primer that
(kayaking, golf, cycling) to the wholly unexpected (rea

Up the Creek with a Paddle

Florida's Sports Coast has several terrific places to pa
Werner-Boyce Salt Springs State Park. Its network of trail
forests and skinny side trips under overhanging branc
Pithlachascotee River, lined by trees draped in Spanis
dark, stained by tannins. So bring — or rent — a kayak
that's both invigorating and calming. Be sure you stop



Cycle Through

Biking is big on Florida's Sports Coast. Our destinatio
landscapes and experiences. Most have paved, easy-
palmetto scrub, lush forests, nature preserves, lovely
trails are interconnected, so you and your group can p
short, enjoyable ride.

PSC-1177 FUN FAMILY AND GROUP ACTIVITIES BLOG



Diving and Gathering

Scalloping is one of the truly unique activities on Florida' Sports Coast, pe
looking for a fun time on the water and a seafood feast afterward. You do
scalloping is a challenge — a rewarding one. You jump off a boat into the
gather as many scallops as you can off the sandy bottom, pop back up ar
then head back down for more. The season spans 40 days from mid-July
to be in the water, by the way) and the actual dates change from year to y
you can scallop here.



Pick 'em

We've all had Florida oranges, but did you know that the Sunshine State i
strawberries, blueberries, blackberries, kumquats, and even peaches? Flo
several farms that invite visitors on tours and then allow you to hand-pick i
Fruits don't get any fresher than that.

Put Yourself on Ice

The Sunshine State isn't exactly known for ice skating, but Florida's Sport
We're home to the largest ice arena in the Southeast. AdventHealth Center
and one kid-size rink, plus a full restaurant/bar, pro shop (including skate
The venue offers regular skating lessons as well. Join in the public skate
outing.

PSC-1177 FUN FAMILY AND GROUP ACTIVITIES BLOG 04/9/25 3 - 5



An Elevated Experience

Feel the thrill and take on the challenge of aerial exercise at TreeHoppers
different courses — ranging in difficulty from kid-level to advanced — inc
elements: cable walkways, nets, swinging rings, bridges, ladders and, of
through the lush canopy of a beautiful Florida forest. Group rates let you

Time to Chill

Here's something you never expected to find in the Sunshine State. From
you can hurl down a 60-foot tall, 400-foot long hill on real snow in a 10-p
Ridge, Florida's only Alpine snow park. Visitors can also use single and t
when music and a light show make it even more fun! Also check out the
Slope especially designed for kids 3 and under. Parents, feel free to mak
Alpine Village has an array of outlets offering food, drinks and shopping



Get Into the Swing of Things

Imagine it's January up north, and your local golf course is covered in th
by frigid temps and howling winds. Now imagine that same January on F
it's mostly likely sunny, in the 70s, and the courses are open for play. Flo
an array of exceptional golf courses, headlined by the renowned Saddlebroo
stay destination with 27 Arnold Palmer-designed holes, contoured with r
feel of a course you'd expect to find in New England — albeit one you ca
level golf courses include Fox Hollow, Plantation Palms, and Lake Jovita.

PSC-1177 FUN FAMILY AND GROUP ACTIVITIES BLOG



Something's Brewing

Beer lovers know that when they're traveling there's nothing like drinking local. Fortunately, on Florida's Sports Coast, you're sure to get your fill of lovingly brewed beer. Our destination has several craft breweries with lively tap rooms, where you and your family and friends can unwind and sample the unique creativity of our local brewmasters. Check out Escape Brewing Company, Infusion Brewing Co., Cotee River Brewing Company, Zephyrhills Brewing Company and In the Loop Brewing.

We've just scratched the surface on family- and group-friendly outings. Check out our Things To Do section for more ideas and details, and be sure to follow us on Facebook or Instagram for up-to-date information on events or festivals!

PSC-1177 FUN FAMILY AND GROUP ACTIVITIES BLOG 04/9/25 5 - 5

Advertising Campaign Development: Summer Rich Media Interstitial

**Animation in development with Vendor*

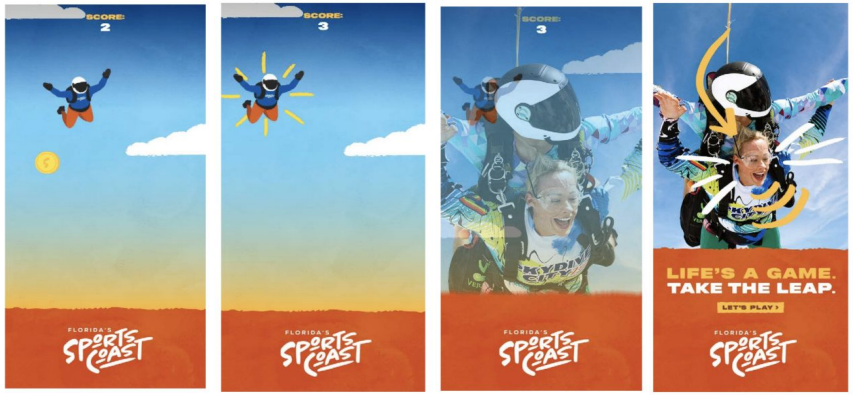


Attract Mode:

The ad loads on what is known in the Arcade world as "Attract mode."

A looping animation shows how the user can use the cursor to move the diver to collect coins.

When the user clicks or touches the ad, the game will begin.





Attract Mode:

The ad loads on what is known in the Arcade world as "Attract mode."

A looping animation shows how the user can use the cursor to click on a swimming scallop to collect it.

When the user clicks or touches the ad, the game will begin.



Advertising Campaign Development: Local Palate Summer Road Trip 2 Page Spread

EXPERIENCE THE ULTIMATE UNDERWATER TREASURE HUNT ON FLORIDA'S SPORTS COAST

Just north of Tampa in Pasco County, Florida's Sports Coast is a road trip destination that invites you to jump in, try something new, and savor every moment. After all, we're of the firm belief that "life's a game," and one of the best ways to play—especially in the heat of summer—is to gather the whole family and head out on the water for scalloping season.

If you've never tried it before, scalloping is similar to an underwater Easter egg hunt. From mid-July to mid-August, you can snorkel through the shallow Gulf waters, searching the seagrass beds for bay scallops, keeping an eye out for the reflection of their eyes into the water. Spot them, scoop them up, and drop them in your bag! No experience is required—just a bit of curiosity and a love of the water.







NEW TO THE GAME? LOCALS MAKE IT EASY TO JOIN.

You can book a guided trip with someone like Captain Mark Dillingham from Inshore Adventures or Captain B from Anclote Charters, who can lead you straight to the best spots. Plus, when you book a charter, everything you need is included: snorkel gear, dive bags, and a saltwater fishing license. However, most boats are limited to four passengers, so keep that in mind if you've got a bigger group! If you're bringing your own boat, plan to launch from Nick's Park in Port Richey, and don't forget to pick up a saltwater fishing license before you go.

Scallops tend to hang out in grassy or sandy spots, and people who have been scalloping for years will tell you that if you don't see any right away, don't waste your time. Move on and try somewhere new! Watch where other boats are anchored or chat with folks out on the water. It's all part of the adventure.

FROM THE GULF TO YOUR PLATE.

After a few hours on the water, you'll head back to shore with a cooler full of scallops—and hopefully, a well-earned appetite. Next, it's time to clean your scallops (locals have all kinds of methods, including a wet vac!), but once that's done, the fun continues. Several local restaurants will cook your catch for you, like Get Hooked Grill in New Port Richey. Whether you want them grilled, sautéed, or fried, there's nothing like a meal made from something you caught yourself!

A SUMMER ROAD TRIP WORTH THE DRIVE.

Florida's Sports Coast is an easy drive from just about anywhere in the Southeast, with major roads like I-75, US-41, and the Suncoast Parkway guiding you straight to the action. Whether you decide to stay in New Port Richey, Dade City, Zephyrhills, or Wesley Chapel, you'll find a laid-back, welcoming community, plenty of great eats, and that sweet mix of sunshine and salt air that makes summer feel like… well, a quintessential Florida summer. So this year, skip the typical road trip and try something a little different! Scalloping season only lasts 40 days—and it's worth every second.

OTHER SEAFOOD EXPERIENCES NOT TO MISS.

While you're in town, don't miss the chance to try some of the freshest seafood on Florida's Sports Coast (other than what you already caught yourself). Grab a seat at The Fish Guy in New Port Richey for blackened grouper, scallops, and crab cakes that even locals rave about, accompanied with a side of sweet potato fries. Head to Catches Waterfront Grille for a Captain's Platter packed with flounder, shrimp, scallops, and a crab cake. And if you're near Wesley Chapel, Pinchers is famous for its fish and chips, mahi mahi, and some of the best crab rangoon you'll have ever tasted.



02

Media Planning, Buying & Management



Media Planning, Buying & Management

- Continued to assist client with vendor outreach and coordination of deliverables for Spring Campaign and Summer Campaigns
- Continued to assist client with Meta Business Manager access challenges to support paid social
- Launched in the month of April:
    - Always On DigDev April eBlast
    - Visit FL Undiscovered Florida Online Listing
    - Visit FL Undiscovered Florida April Full Page Ad
    - Spring Nativo Native Ads
    - Spring MobileFuse Display Banners
    - Spring Strategus Display Banners and Streaming Video
    - Visit Florida April Newsletter Inclusion
- Evaluated and optimized paid search and paid social campaigns



Always On Campaign

Media Results: Always On Campaign Summary

The Always On campaign continued for the month of April.

Campaign Performance Highlights:

- Total Impressions: 971,051
- Total Clicks: 5,611
- CTR: 0.58%
    - *Over industry benchmark of 0.08%*
- Total Video Views: 100,115
- VCR: 79%
    - *Over industry benchmark of 70%*

Top performing media partner for April:

In click-through-rate:

- DigDev email marketing with a a 1.39% CTR, followed by Adara with an average CTR of 0.54%.

In video completion rate:

- Adara with a 79% VCR



Always On Campaign Paid Media: Expedia

From those exposed to the Expedia advertising in the month of April came the following performance metrics:

Impressions	Clicks	CTR	Ad Spend	Room Nights	VR Nights	Travelers	Revenue	ROAS
302K	274	0.09%	$7K	121	292.3	257	$76K	11.3

- Advertising drove **121 room nights** and **292 VRBO** for total gross bookings of $76,000.
- The largest share of bookings came from VRBO ($59,000) with Expedia second ($17,000).
- The largest percentage (60.8%) booked 0-6 days out from travel.
    - The second largest percentage (10.2%) booked 91+ days out.
- The $76K in gross bookings delivered an **11.3 Return On Ad Spend.**

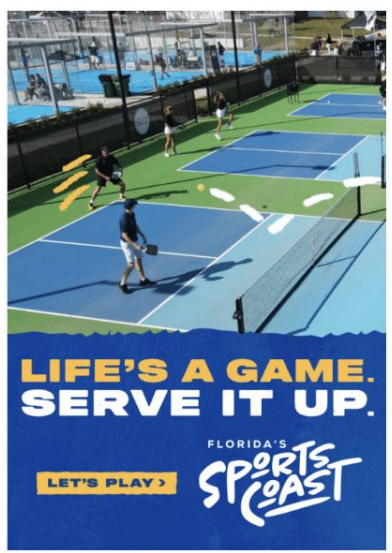
Always On Campaign Paid Media: Adara

Adara focuses on reaching those with travel intentions to Florida's Sports Coast and competitive destinations with display and video.

April results from those exposed to the Adara advertising:

- Total revenue to date of $127,567.78
- Overall ROI at 8.24
- Total room nights: 752
- Total hotel travelers: 546
- Number of Hotel Searches: 4,641
- Number of Hotel Bookings: 336
- Average Length of Hotel Stay: 2.2
- Average days from searching to hotel booking: 7.2 days
- Average days from booking to arriving in destination: 11.7 days
- Average party size: 1.6 travelers
- Average Daily Rate: $169.70

Banner Examples







Always On Campaign Paid Media: Meta

The Always On campaign continued to show strong performance in April. Engagement remained high, ending the month with a **4.80%** CTR on the Traffic campaign, and a blended CTR of 1.03%. Reach remained high near 1.5 million impressions, with the Awareness ad set as the main driver of those impressions.

In terms of driving traffic to the site, the Traffic ad set, drove the highest volume of clicks on the account (90% of all clicks). The Video was the top performing ad for clicks, driving 88% of clicks in the Ad Set, followed by the Fishing ad, showing good variation on content users are engaging with.

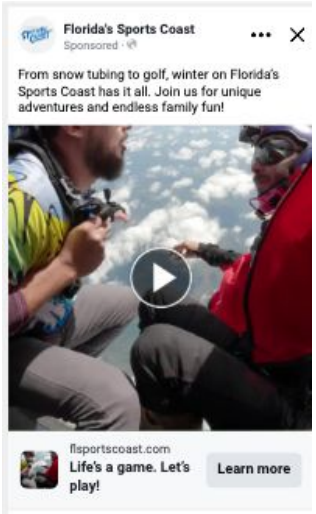
April Results:

- Impressions: 1,473,806
- Post Engagement: 41,276
- Clicks: 15,193
- Blended CTR: 1.03%
- Traffic CTR: 4.80%
  **Industry benchmark: 0.9% CTR*

Top Performing Posts



Awareness
Impressions: 426,813



Traffic
Clicks: 12,067

Always On Campaign Paid Media: Pinterest

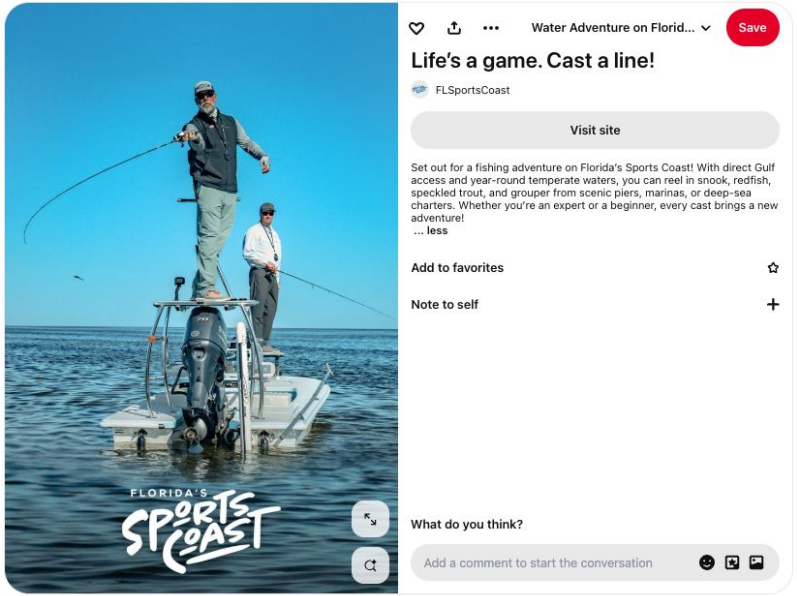
In April, the Always On campaign continued reaching a strong user base, ending with over 300,000 Impressions. Those users stayed engaged, as there were over 1,500 Clicks, ending with a CTR above industry benchmark. The top performing ad by impressions and clicks remained the same MoM, showcasing a potential appeal to users interested in the Fishing aspect of the destination.

Moving forward, will look to maximize the use of Fishing creative (since it continues to be top performing) as well as look to new creative inspired by those activities.

April Results:

- Impressions: 303,203
- Clicks: 1,529
- CTR: 0.50%
  **Industry benchmark = 0.3% CTR*

Top Performing Post



Always On Campaign Paid Media: Google

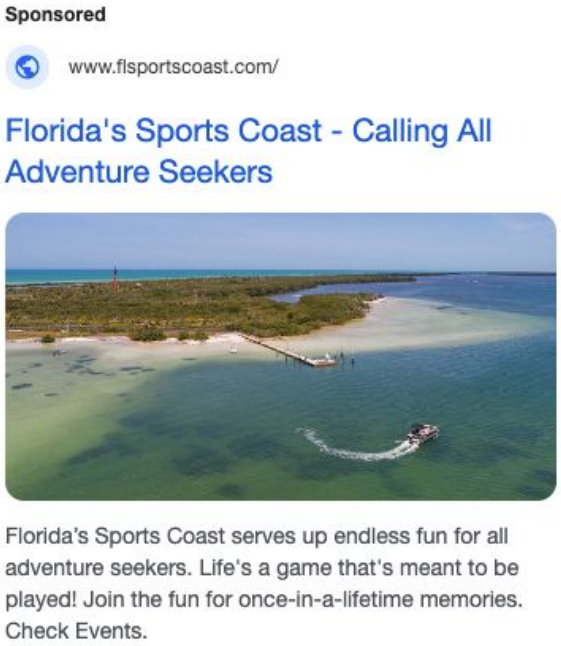
In April, the campaign drove 2,406 clicks to the website through Google Ads Paid Search. Month-over-month, there was decrease in impressions but an increase in clicks and average click-through rate (CTR) which stands at 7.92%, above industry standard.
Month-over-month this CTR is up 9% over the previous month.

The team will continue to monitor and optimize the campaign to reach its full potential.

April Results:

- Impressions: 30,395
- Clicks: 2,406
- CTR: 7.92%
  **Industry benchmark: 4.0% CTR*
- CPC: $0.54
  **Industry benchmark: $1.34 CPC*

Top Performing Ad



Spring Campaign

Media Results: Spring Campaign Summary

The Spring campaign continued for the month of April.

Campaign Performance Highlights:

- Total Impressions: 1,454,980
- Total Clicks: 7,147
- CTR: 0.49%
    - *Over industry benchmark of 0.08%*
- Total Video Views: 312,366
- VCR: 91%
    - *Over industry benchmark of 70%*

Top performing media partner for April:

- In click-through-rate:
    - Strategus at a 0.40% CTR
- In video completion rate:
    - Strategus with a 91% VCR



YTD Media Metrics

Media Results: YTD Digital Summary

Media metrics and performance for November 2024 - April 2025:

Performance Highlights:

- Total Digital Media Impressions: 6,226,680
- Total Digital Media Clicks: 31,855
- Average Digital Paid Media CTR: 0.51%
- Total Video Views: 640,909
- Average VCR: 85%

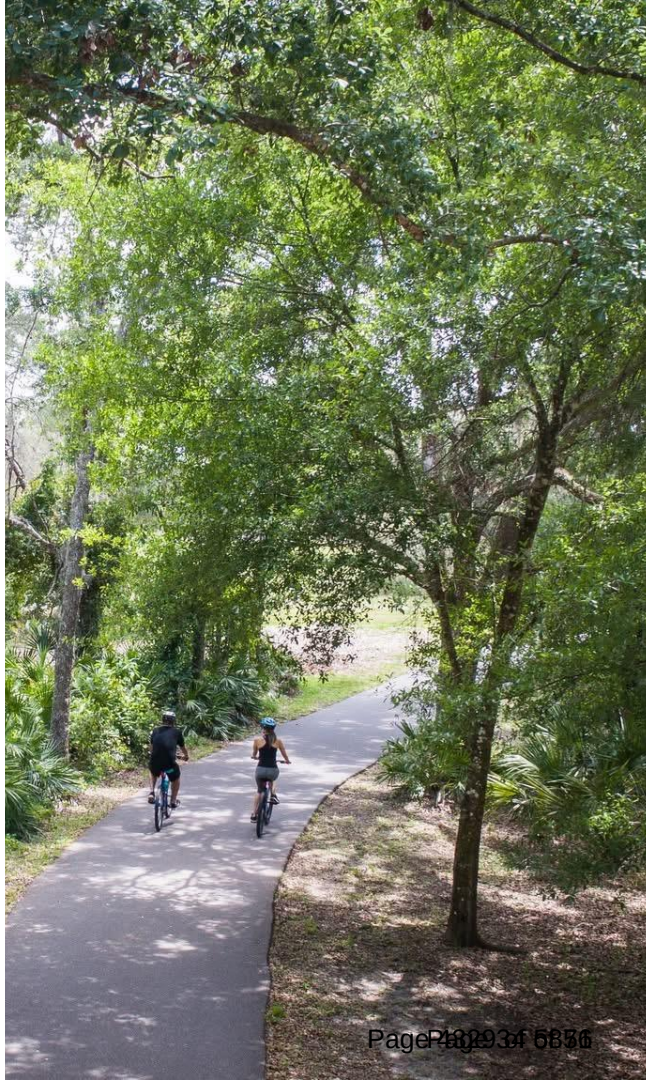
Top performing media partner in 2025:

In click-through-rate:

- DigDev, with a 1.11% CTR, followed by MobileFuse placements with an average CTR of 0.55%.

In video completion rate:

- Strategus, with a 91% VCR



Paid Media: YTD Paid Social Summary

December 2024 - April 2025 Results

Meta

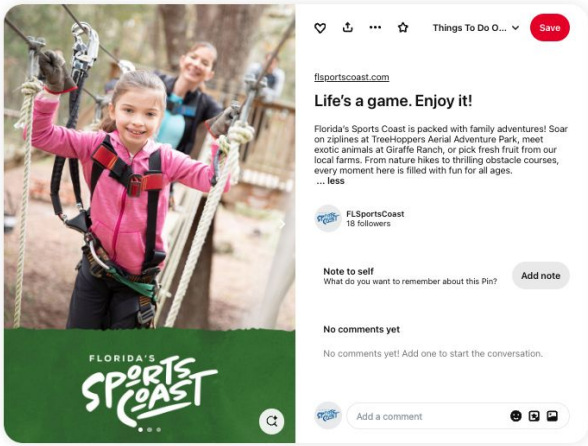
- Total Impressions: 8,786,560
- Total Post Engagement: 128,166
- Total Clicks: 89,396
- Average CTR: 1.02%

Pinterest

- Total Impressions: 1,743,249
- Total Engagements: 48,287
- Total Clicks: 6,854
- Average CTR: 0.39%

Top Performing Posts YTD



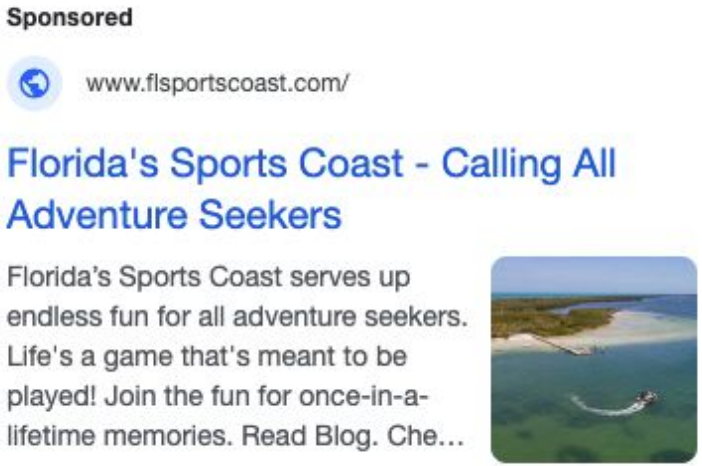


Paid Media: YTD Paid Search Summary

October 2024 - April 2025:

- Total Impressions: 256,412
- Total Clicks: 12,105
- Avg. CTR: 4.72%
  - **industry benchmark: 4.0% CTR*
- Avg. CPC: $0.66
  - **industry benchmark: $1.34 CPC*

Top Performing Ad YTD



03

Social Media Strategy & Management Services



Social Media: Summary

- Strengthened collaboration with Florida’s Sports Coast team, establishing a smooth working cadence for social media and content strategy efforts.
- Continued to evolve process for continued collaboration efforts.
- Developed event coverage and promotion approach.
- Advanced the development of the Annual Content Calendar to provide clear direction for quarterly planning.
- Delivered analytics reports and provided support for Meta-related initiatives.



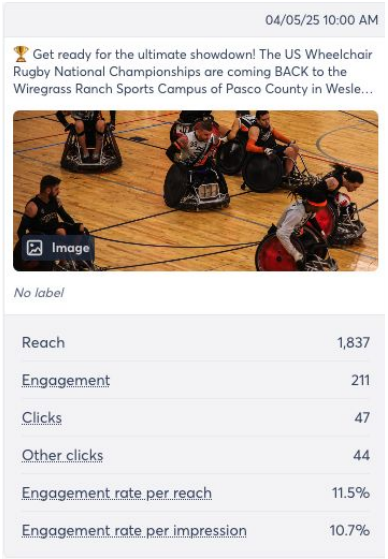
Social Media: Facebook

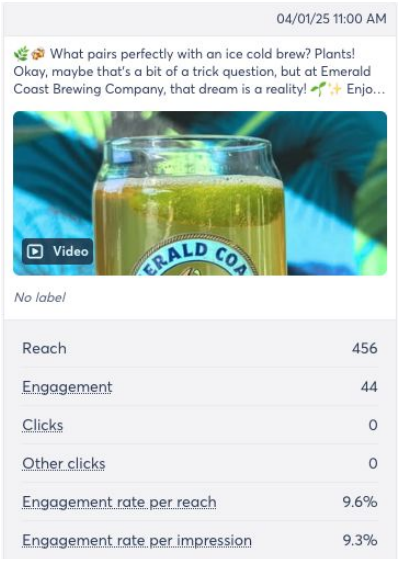
25.5K Followers
+13 Net Follower Growth

1,021 Engagement
38% Decrease in April

1.5M Impressions
70% decrease in overall
38% decrease in organic

27K Reach
61% increase in overall
27K reported organic (⬇️56%)
661K reported ad support (⬆️82%)





In April, there was growth in both followers and reach, but engagement and impressions declined. This is likely due to reduced posting frequency, fewer videos, and the absence of a giveaway, which boosted interaction in March.

May Recommendations
Increase posting frequency, focusing on carousels and videos. In months without giveaways, prioritize engagement through clickable content like blog promotions and other interactive strategies.

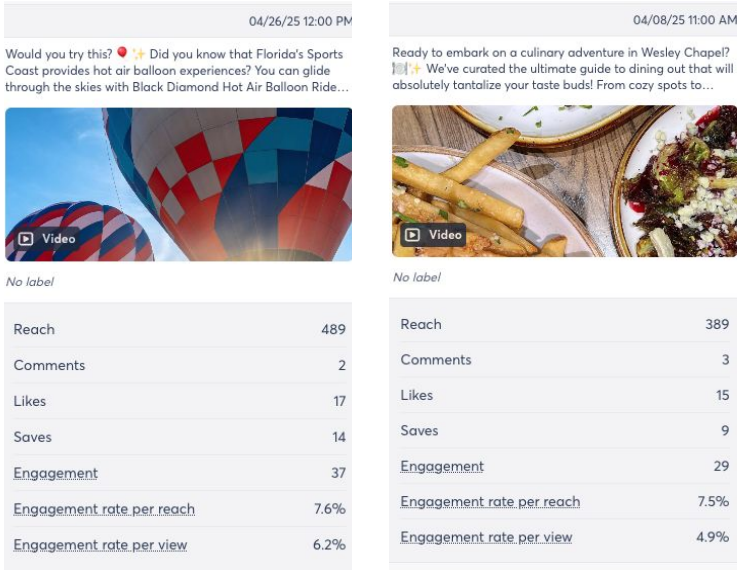
Organic Social Media: Instagram

14,516 Followers
+576 Net Follower Growth

1.4K Engagement
26% decrease in April

83K Impressions
21% decrease in April

6.9K Reach
2.5% Increase in April overall
6.9K reported organic (⬇️56%)
43K reported ad support (⬆️18.9%)



In April, overall reach and followers increased, while engagement and impressions declined. This dip is likely due to reduced posting frequency, fewer shares, limited video content, and the absence of influencer-driven posts seen in March. Top-performing content included video series and dining-related posts, aligning with current trends.

May Recommendations

To offset declines following major influencer pushes, the team recommends increasing post frequency, incorporating boosted post strategies, and prioritizing engagement-driven content.

04

Account Management Services



Account Management Services: Summary

- Continued support of Always On campaign
- Continued Spring Campaign creative development and deployment
- Continued Summer Campaign creative development and deployment
- Conducted day-to-day operations such as client communication and project management
- Coordinated weekly status meetings; provided ongoing communication
- Provided monthly reporting
- Processed monthly billing and facilitated any invoicing needs



05

Looking Ahead



Looking Ahead: Next Steps

- Finalize launch of Spring assets
- Continue creative development for the Summer Campaign assets
- Continue optimization of paid search and paid social campaigns
- Finalize monthly blog development
- Continue to hold bi-weekly status meetings; provide ongoing communication and support



Thank You for Your Partnership

Paradise
apartnerforgood.com

TOURIST DEVELOPMENT COUNCIL
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** DMO25-0091 **DATE:** 5/21/2025

SUBJECT: Communications Updates - Raul Nardi - Marketing & Communications Manager - To Provide an Update on Marketing, Social Media, Website, and PR Activities

THRU: Adam Thomas, Executive Director of Destination Management Organization

FROM: Raul Nardi

RECOMMENDED COMMITTEE ACTION:
This presentation is for informational purposes only.

BACKGROUND:
Raul Nardi, Tourism Marketing and Communications Manager, will present an update on communications, marketing, and social media activities.

For further information, please see Attachment 1.

FISCAL IMPACT/COST/REVENUE STATEMENT:

ATTACHMENT(S):
1. DMO25-0091 ATT 1 Marketing and Communications Update

cc:

TOURISM MARKETING REPORT

April 2025

FLORIDA'S SPORTS COAST

LET'S PLAY!

flsportscoast.com



FLORIDA'S SPORTS COAST
LET'S PLAY!

Marketing
In it ia t iv e s



WWAR Gala

Half Page Program Ad

Event: May 31st, 2025

- Inviting athletes, their families, and friends to make the most of their downtime during the wheelchair rugby championships by exploring all the wonderful experiences our destination has to offer.



New Hero Video

Debuting at 2025 Tourism Banquet



PR
Initiatives



Scalloping Season

Upcoming 2025 Season

Scalloping FAM

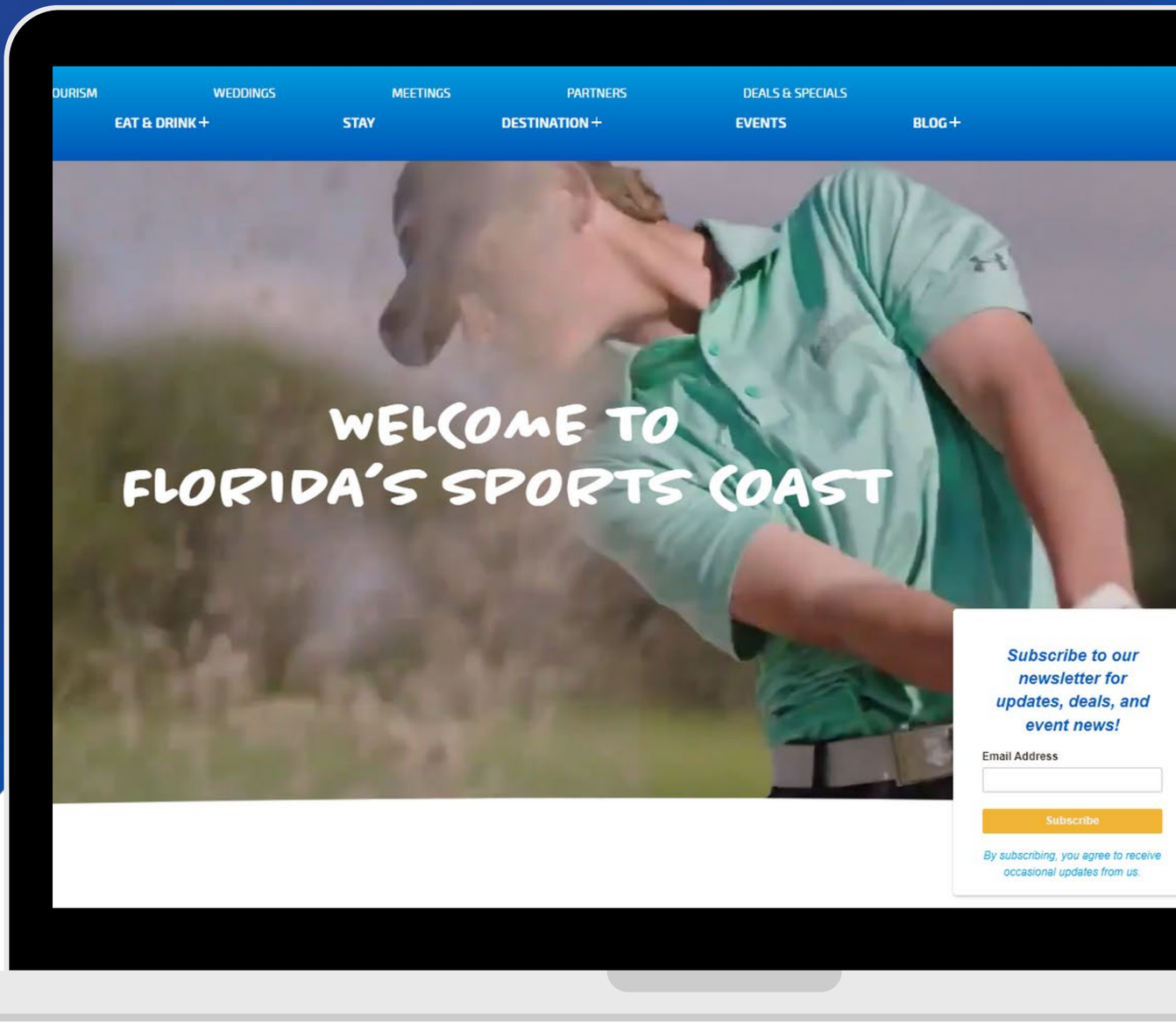
- July 16- 18, 2025
- Enjoy the beloved scalloping activity, enjoy dinner at the iconic American Flag silt house.
- Media coverage will include social media influencers, travel writers and traditional media.

Scalloping Season Press Release

- Release: May 6th
- 2025 Season dates: July 10th - August 18
- Scallop Sorter Distribution Centers:
  - The Historic Hacienda Hotel
  - Cotee River Brewing Company

WEBSITE
OVERVIEW

PERFORMANCE

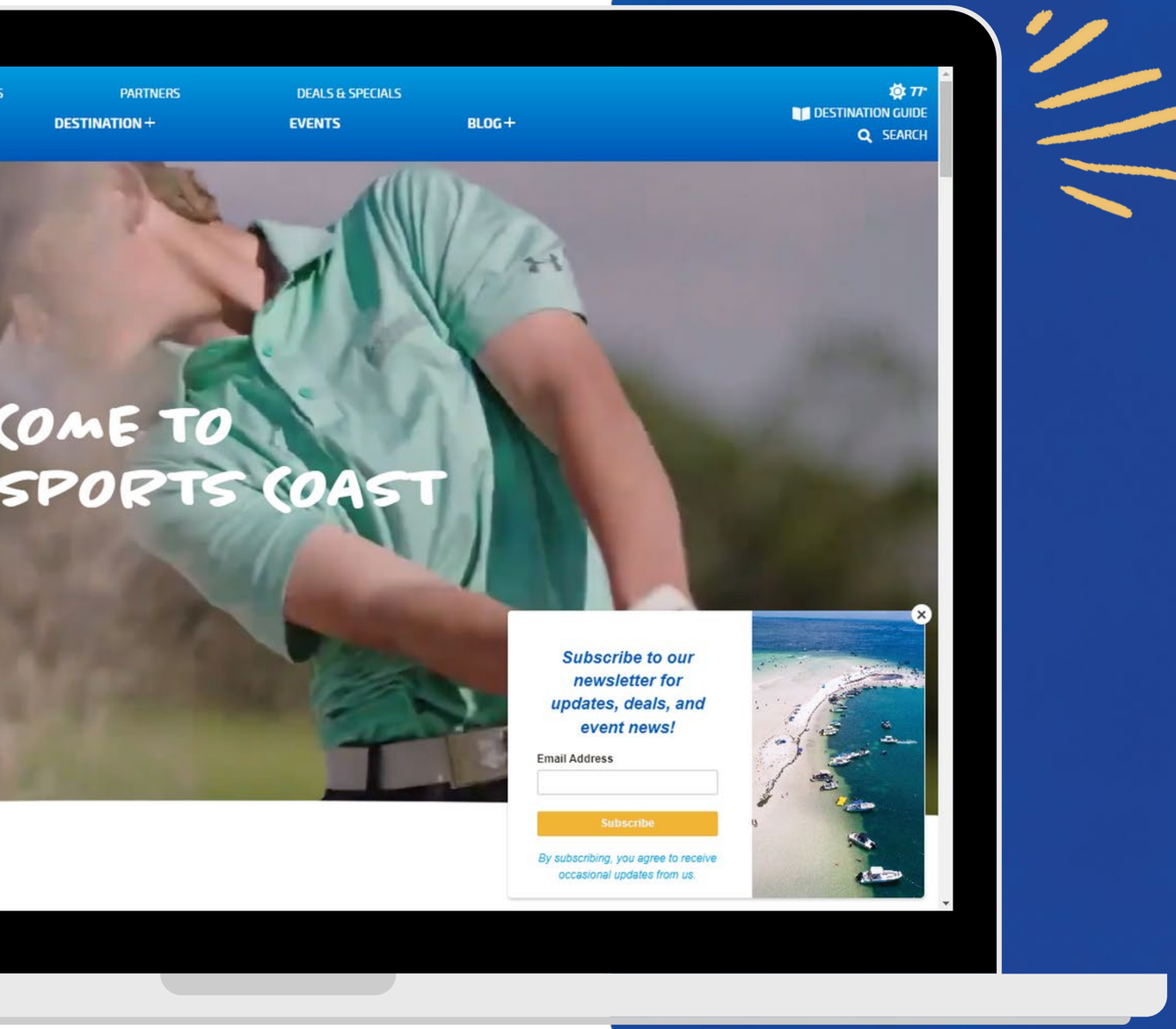


Website Overview

April 2025

Sessions	27,739
Avg. Session Duration	00:47
Engagement Rate	32.3%
New Users	24,464

LET'S PLAY!



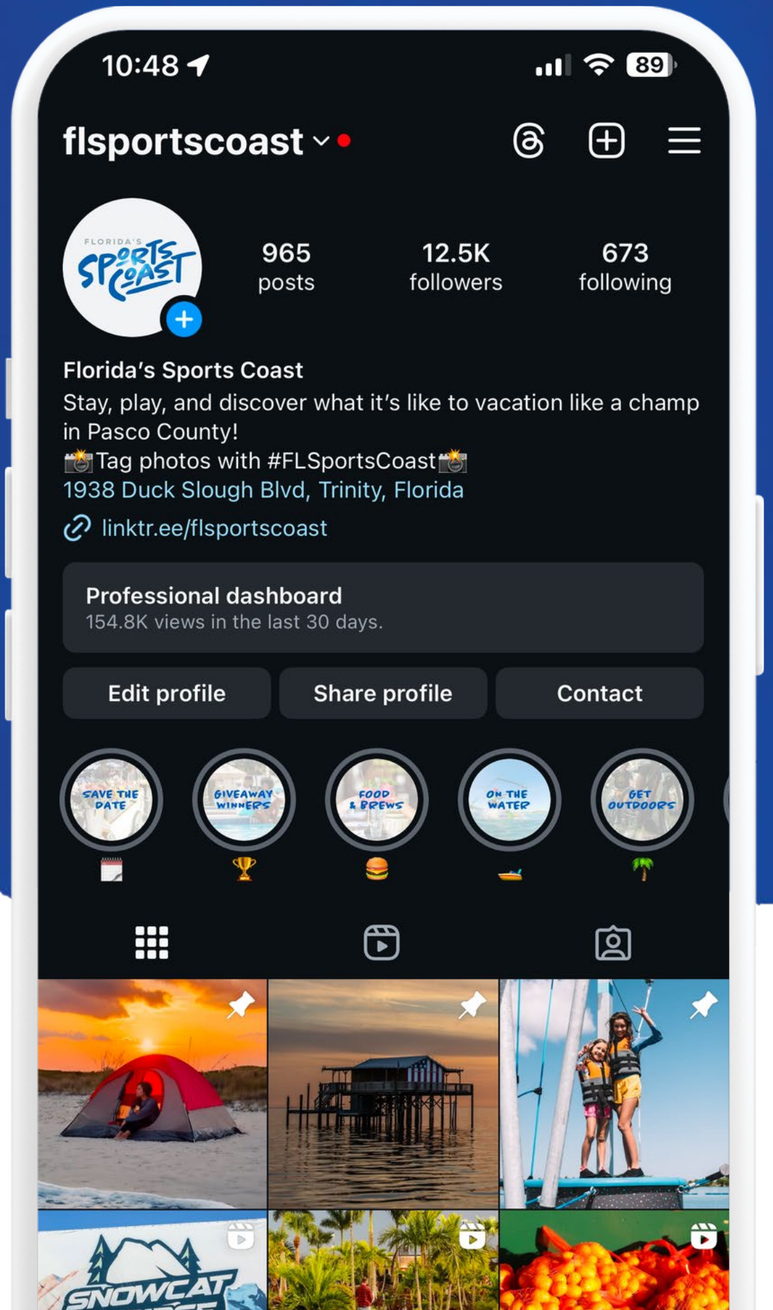
TOP PERFORMING PAGES

1. **Events Page**
   73.3 % Engagement Rate
2. **Home Page- Florida's Sports Coast**
   67.0 % Engagement Rate
3. **Eat and Drink**
   59.3 % Engagement Rate

SOCIAL MEDIA

SOCIAL MEDIA ANALYTICS

PERFORMANCE- YOY



facebook overview

APRIL - 2025

reach	679,689
engagement	1,024
followers	25,515

LET'S PLAY!

instagram overview

FEBRUARY 2025

reach	47,253
engagement	1,396
followers	14,563

top posts instagram

POST #1:



LIKES	240
COMMENTS	4
SHARES	34
VIEWS	19,372

POST #2:



LIKES	249
COMMENTS	10
SHARES	47
VIEWS	14,325

POST #3:



LIKES	125
COMMENTS	5
SHARES	20
VIEWS	5,026

LET'S PLAY!

top posts faecbook

POST #1:



LIKES	63
COMMENTS	5
SHARES	4
LINK CLICKS	75
REACH	6,334

POST #2:



LIKES	24
COMMENTS	0
SHARES	13
LINK CLICKS	4
REACH	1,823

TOURIST DEVELOPMENT COUNCIL
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** DMO25-0092 **DATE:** 5/21/2025

SUBJECT: Sports Tourism Updates - Kayla Glazebrook - Sports & Special Events Program Coordinator - To Present an Update on Sports Tourism and Special Events Activities

THRU: Adam Thomas, Executive Director of Destination Management Organization

FROM: Consuelo Sanchez, Tourism Assistant Director

RECOMMENDED COMMITTEE ACTION:
This presentation is for informational purposes only.

BACKGROUND:
Kayla Glazebrook, Sports & Special Events Program Coordinator, will present an update on sports tourism and special events activities.

Please see Attachment 1 for further information.

FISCAL IMPACT/COST/REVENUE STATEMENT:

ATTACHMENT(S):
1. DMO25-0092 ATT 1 Sports Tourism & Events Update

cc:

May 2025
Sports Updates



Events hosted since Last TDC Meeting

WIREGRASS Ranch Sports of Pasco County

Indoor

- **NXT Pro Sports (Basketball)**
- **USAB (Basketball)**
- **USWRA National Championships (Wheelchair Rugby)**
- **ENG Invitational (Basketball)**
- **S&S Events (Volleyball)**

Fields

- **FL International Cup (Soccer)**

Caliente Resort

- **Caliente Bare Dare 5K (Race)**

AdventHealth Center Ice

- **AHCI Sunshine State Figure Skating (Figure Skating)**

Upcoming Events

WIREGRASS Ranch Sports Campus

Indoor

- **CLPSS Volleyball Tournament (Volleyball)**
- **USAB State Championships (Basketball)**
- **Excel Events Bucanner Bash (Week 1 & 2) (Volleyball)**

Fields

- **SAT Florida (Lacrosse)**

AdventHealth Center Ice

- **AHCI Memorial Day Hockey Tournament (Hockey)**

Starkey Ranch District Park

- **USSA (Softball)**
- **NSA (Softball)**

ST Leo University

- **Benfica Inaugural Kickoff (Soccer)**

Post Event Report Stats

Event Dates	Event	Type of funding	Tracked Room Nights (Pasco)	Original Approved Funding	Actual Funding Provided
Feb 1-2, 2025	Excel Events Block Party	Sports-Room Night	330	$7,008.00	$3,960.00
Feb 20, 2025	Sunwest Crab & Shrimp Festival	MMSP	NA	$4,070.70	$5,000.00
Mar 6-11, 2025	USPHL Play Offs	Sports - Marketing	68	$4,968.00	$816.00
Mar 15-16,2025	USAB Conrad Foss Memorial	Sports – Room Night	313	$3,840.00	$3,756.00

Budget Overview

FY25 Sports Events Funding Program Budget

- **$535,000.00**

Total Amount of Funding Recommended as of November 20, 2024

- **$444,991.00**

Remaining Budget for FY25 Events

- **$94,009.00**

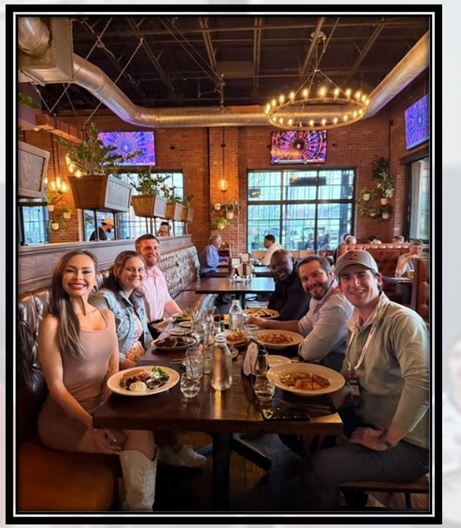
Quarter 1	Quarter 2
Events taking Place Oct-Dec	**Events taking Place Jan-Mar**
Actual Amount of Funding Provided • $88,739.00	**Total Amount of Funding Allocated** • $82,860.00
Quarter 3	**Quarter 4**
Events taking Place Apr-Jun	**Events taking Place Jul-Sep**
Total Amount of Funding Allocated • $207,296.00	**Total Amount of Funding Allocated** • $62,096.00

It is important to mention quarter breakdowns of funding are based on the date of the event, not when funding was recommended by the TDC. These amounts will continue to increase as we recommend additional funding at our monthly TDC meetings for upcoming events.

Conferences and Tradeshows Attended

- **Sports ETA Annual Symposium, Tulsa, Oklahoma**
- **Sports Biz Miami, Miami, FL**
- **Aces Annual Conference, Louisville, KY**





Mouratoglou Tennis Academy Grand-Opening



Conferences Hosted

- **Sports Express International : Saddlebrook Resort, Wesley Chapel, FL**

Thank you! Any Questions



FLORIDA'S SPORTS COAST

TOURIST DEVELOPMENT COUNCIL
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** DMO25-0093 **DATE:** 5/21/2025

SUBJECT: Industry Relations and Sales Update - Gaby LaJeunesse - Tourism Sales Manager - To Provide and Update of Film Commission, Industry Relations, and Group Sales

THRU: Adam Thomas, Executive Director of Destination Management Organization

FROM: Maria LaJeunesse Avila, Tourism Sale Manager

RECOMMENDED COMMITTEE ACTION:
This presentation is for informational purposes only.

BACKGROUND:
Gaby LaJeunesse, Tourism Sales Manager, will present an update on Industry Relations, Groups Sales, and Film Commission affairs.

For further information, please see Attachment 1.

FISCAL IMPACT/COST/REVENUE STATEMENT:

ATTACHMENT(S):
1. DMO25-0093 ATT 1 Industry Relations Update

cc:

MAY 2025 INDUSTRY RELATIONS AND SALES UPDATES

Sales Updates:

•Working to secure the Firefighter Combat Challenge. It's a physically demanding, timed competition for firefighters that tests their fitness and skills in simulated firefighting scenarios.

•The 2025 Tourism Banquet sponsorships opportunities and tickets are available now

Advocacy:

- Community Service Project at Gulfside Health Care/Hospice.
    - Thanks to the incredible group of (40) volunteers attending the Sports Express International Conference, the Zephyrhills Thrift Shoppe had one of the most impactful days is just 2.5 hours.

      Thanks to their hard work, the store had one of its strongest Tuesday's, generating over $2,400 in sales. That amount alone helps Gulfside Hospice provide:
        - One full day of comprehensive hospice care for a patient in need, including nursing support, medications, medical supplies, and comfort measures
        - Plus, bereavement support services for multiple grieving family members, including counseling and resources to help them cope

      The team of volunteers helped transform the sales floor and donations into real-time care and compassion and that's something to be proud of.

Film Commission:

- Our Office will be attending the Film Florida Quarterly Meeting to discuss the following items:
    - Election of Council Board Members
    - Updates from Department of Commerce
    - Film Commission Updates & Initiatives
    - 2026 Film Florida Legends Award Ceremony
    - Upcoming Sales Missions (Cannes / Film USA*/Tribeca/Governor's Conference on Tourism/TIFF)

TOURIST DEVELOPMENT COUNCIL
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** DMO25-0094 **DATE:** 5/21/2025

SUBJECT: DMO Director's Updates - Adam Thomas - Executive Director - To Provide STR and TDT Revenue Updates

THRU: Adam Thomas, Executive Director of Destination Management Organization

FROM: Adam Thomas, Executive Director of Destination Management Organization

RECOMMENDED COMMITTEE ACTION:
This presentation is for informational purposes only.

BACKGROUND:
Adam Thomas, Executive Director, will present an update on the STR Report and Tourist Development Tax revenue.

FISCAL IMPACT/COST/REVENUE STATEMENT:

ATTACHMENT(S):
1. DMO25-0094 ATT 1 DMO Director's Report

cc:

DESTINATION REPORT

MARCH 2025

Average Occupancy Rate			Average Daily Rate			REVPAR		
2025	2024	% Change	2025	2024	%Change	2025	2024	%Change
79.2%	77.3%	2.4%	$154.08	$139.01	10.8%	$122.01	$107.52	13.5%

- **STR Report** – March's Smith Travel Report showed occupancy increased **2.4%** from **77.3%** in 2024 to **79.2%** in 2025. Pasco's ADR increased **+10.8%** for the month of March bringing the ADR in at **$154.08** from **$139.01.** Our REVPAR increased **+13.5%** from **$107.52** in 2024 to **$122.01** in 2025.

Tourist Development Tax

MARCH 2025 TDT

- Tourist Tax Collection – March's Tourist Development Tax Revenues increased +4.96% (+$41,108.11) to $869,706.64 in comparison to March' s revenue in 2024 at $828,598.53.

TOURIST DEVELOPMENT COUNCIL
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** DMO25-0095 **DATE:** 5/21/2025

SUBJECT: FY 2025 Q2 Treasurer's Report - Destination Management Organization - To Report Financials Reports from January 1, 2025 to March 31, 2025

THRU: Adam Thomas, Executive Director of Destination Management Organization

FROM: Consuelo Sanchez, Tourism Assistant Director

RECOMMENDED COMMITTEE ACTION:
Tourist Development Council Reviews and Approves the Fiscal Year 2025 Q2 Pasco County Destination Management Organization's Treasurer's Report.

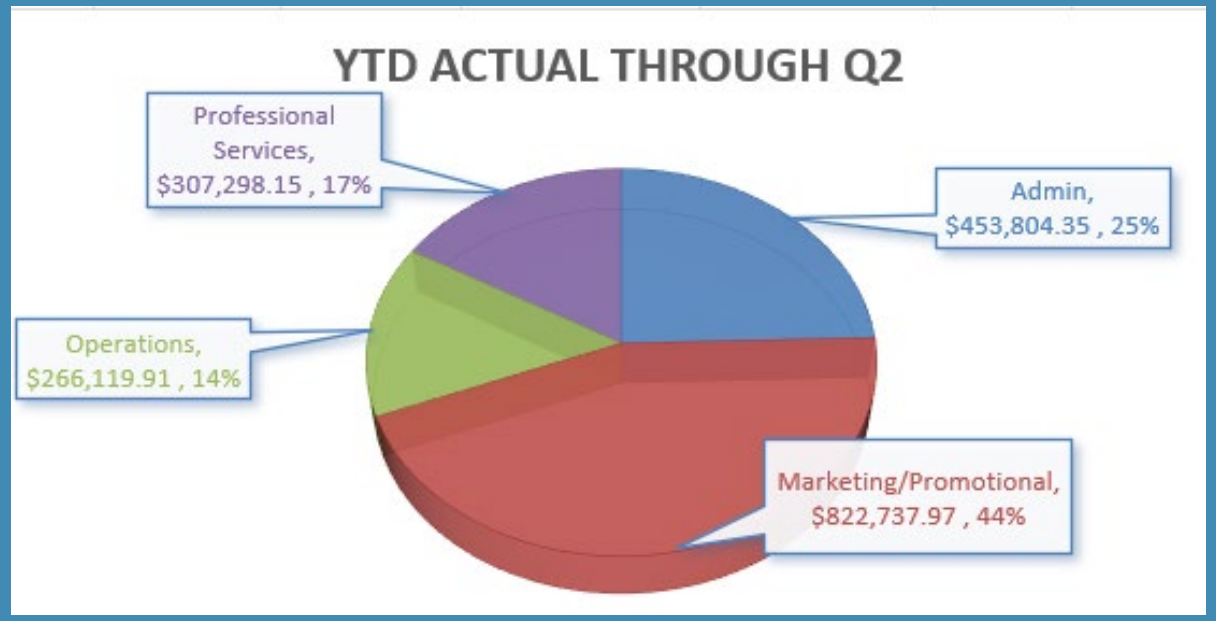
BACKGROUND:
Please refer to Attachment 1.

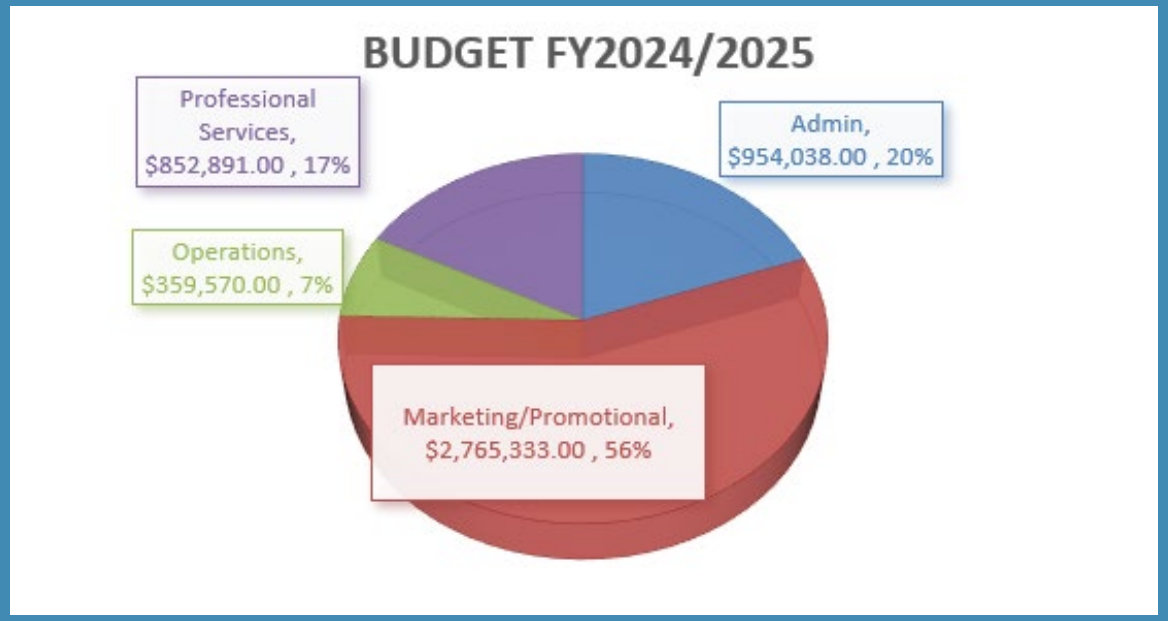
FISCAL IMPACT/COST/REVENUE STATEMENT:

ATTACHMENT(S):
1. DMO25-0095 ATT 1 FY 2025 Q2 Treasurer's Report

cc:

ACTUAL FY24/25 TREASURER'S REPORT





	Budget	Actual	Remaining
Admin	$ 954,038.00	$ 453,804.35	$ 500,233.65
Marketing/Promotional	$ 2,765,333.00	$ 822,737.97	$ 1,942,595.03
Operations	$ 359,570.00	$ 266,119.91	$ 93,450.09
Professional Services	$ 852,891.00	$ 307,298.15	$ 545,592.85
Total	**$ 4,931,832.00**	**$ 1,849,960.38**	**$ 3,081,871.62**

Indirect Costs for FY24/25 charged in Q1

TOURIST DEVELOPMENT COUNCIL
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** DMO25-0096 **DATE:** 5/21/2025

SUBJECT: Legislative Update - Destination Management Organization - To Provide an Update on the 2025 Legislative Session

THRU: Adam Thomas, Executive Director of Destination Management Organization

FROM: Consuelo Sanchez, Tourism Assistant Director

RECOMMENDED COMMITTEE ACTION:
This presentation is for informational purposes only.

BACKGROUND:
Adam Thomas, DMO Executive Director, will present the Legislative update as of May 9th, 2025, of the 2025 Legislative Session. The update was provided by Robert Skrob, Destinations Florida Executive Director.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Over the past few weeks, HB 7033, the House tax package, has introduced significant challenges to the Tourist Development Tax (TDT), posing a direct threat to Florida's tourism industry. The bill includes provisions that would allow counties to redirect TDT revenue toward property tax relief and other general purposes, fundamentally altering the intended use of these funds. Additionally, HB 7033 seeks to:

- Dissolve all Tourist Development Councils (TDCs) by December 31, 2025
- Mandate a countywide referendum on TDT every eight years, requiring continuous voter approval for the tax to remain in place

While the Senate has not demonstrated the same level of interest in these reforms as the House, now is the critical time to act. It is essential to communicate to the Legislature the devastating consequences these provisions could have on Florida's tourism ecosystem and its attractions.

Additionally, both the Senate and Governor have expressed concerns regarding the permanent sales tax cuts proposed within the House bill. Given the ongoing legislative discussions and the lack of a budget agreement, it is increasingly likely that we are facing an extended session through the end of June.

As discussions evolve, we strongly encourage stakeholders to engage with legislators and underscore the critical role TDT funding plays in sustaining and growing Florida's tourism sector. Advocacy now will be instrumental in preserving the integrity of these essential tourism resources.

ATTACHMENT(S):
None

cc:

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0884 **DATE:** 6/16/2026

SUBJECT: Villages of Pasadena Hills Advisory and Planning Committee (VOPH) Meeting Minutes – May 21, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0884 VOPH 05-21-2025

VILLAGES OF PASADENA HILLS PLANNING AND POLICY COMMITTEE
REGULAR MEETING

ANNOTATED MINUTES

MAY 21, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

1:30 P.M.

HISTORIC PASCO COUNTY COURTHOUSE, BOARD ROOM, 2ND FLOOR
37918 MERIDIAN AVENUE, DADE CITY, FL 33525

Members

Paul Finora, District 2, Chairman
Emmett Evans, District 1
Andrew Getz, District 3
Rod Lincoln, District 4
Dale Maggard, District 5
Andrew Pittman, At-Large – **Absent**
Mark A. Philmon, At-Large

Staff

David Goldstein, Chief Assistant County Attorney
JP Murphy, Interim Assistant County Administrator, Development Services
David Engel, MCRP, AICP, Director Planning and Economic Growth
Nectarios Pittos, AICP, Director Planning Services
Gavin Covey, CNU-A, Planner II, Planning Services

Call to Order

Chairman Finora called the meeting to order at 1:31 p.m.

Moment of Silence

A moment of silence was not held.

Pledge of Allegiance

Chairman Finora led the Pledge of Allegiance to the Flag.

Swear In

There was none.

Roll Call

Ms. Nevaeh Wilkes, Deputy Clerk, called the roll. All members were present with the exception of Mr. Pittman who was absent.

Proof of Publication

Ms. Wilkes noted the proof of publication.

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by attending in person. Citizens may also comment on items listed on the Agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items specific to the Villages of Pasadena Hills during Public Comment.

Public Comment was not called.

Public Hearing

PC1 Zoning Amendment (Continuance) - Schatzberg MPUD – Ronald J. Schatzberg – Rezoning Request from A-C Agricultural to MPUD Master Planned Unit Development District to Allow for the Development of 20 Single-Family Detached Lots and Associated Infrastructure on Approximately 10.09 Acres Located in The Villages of Pasadena Hills, Within Village F
File Number PDE25-7851
Comm. Dist. 1
Recommendation Continuance Requested

Mr. William Vermillion, Planning, Development and Economic Growth, read the item into the record.

There was no public comment.

Discussion was held regarding the continuance requests and procedures.

The Committee approved to continue the item to the June 18, 2025 Villages of Pasadena Hills Planning and Policy Committee meeting at 1:30 p.m. in Dade City.

PC2 Development Agreement (Continuance) - Homes by West Bay, LLC. - To Design, Permit, Acquire Right of Way, and Construct a Portion of Kiefer Road and New River Boulevard in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills
File Number PDE25-0202
Comm. Dist. 1
Recommendation Continuance Requested

Mr. William Vermillion, Planning, Development and Economic Growth, read the item into the record.

There was no public comment.

The Committee approved to continue the item to the June 18, 2025 Villages of Pasadena Hills Planning and Policy Committee meeting at 1:30 p.m. in Dade City.

PC3 Development Agreement (Consent) - Project @ VOPH, LLC - To Design, Permit, and Construct a Portion of Wirt (Elam) Road in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

File Number PDE25-0158
Comm. Dist. 1
Recommendation Approve

Mr. William Vermillion, Planning, Development and Economic Growth, read the item into the record.

Mr. Gavin Covey, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item.

Ms. Barbara Whilhite, for the applicant, spoke regarding being there to answer questions.

There was no public comment.

Discussion was held regarding changing the road names; the Master Roadway Plan; the road's location; and financial plan updates.

The Committee approved Staff's recommendation.

Adjourn

The meeting adjourned at 1:42 p.m.

VILLAGES OF PASADENA HILLS PLANNING
AND POLICY COMMITTEE
REGULAR MEETING
MAY 21, 2025

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Nevaeh Wilkes

Nevaeh Wilkes, Records Clerk I
Board Records Division

Villages of Pasadena Planning and Policy Committee

Emmett Evans, District 1
Paul Finora, District 2
Andrew Getz, District 3
Rod Lincoln, District 4
Dale Maggard, District 5
Andrew Pittman, At-Large
Mark A. Philmon, At-Large

Villages of Pasadena
Planning and Policy Committee Agenda
Wednesday, May 21, 2025
1:30 PM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

All electronic devices must be turned off while in the Board Room.

The Villages of Pasadena Planning and Policy Committee has final decision-making authority for Special Exceptions. Any person desiring to appeal a special exception to the Board of County Commissioners will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. All other decisions by the Villages of Pasadena Hills Advisory and Planning Committee are in the form of a recommendation to the Board of County Commissioners and are therefore not appealable. Appeals of special exceptions are limited to the testimony and evidence in the record, which means that new testimony and evidence outside the record cannot be considered during the appeal proceeding.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654; (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711

Call to Order

Moment of Silence

Pledge of Allegiance

Roll Call

Proof of Publication

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by attending in person. Citizens may also comment on items listed on the Agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items specific to the Villages of Pasadena Hills during Public Comment.

Public Hearing

PC1 Zoning Amendment (Continuance) - *S*chatzberg MPUD – Ronald J. Schatzberg – Rezoning Request from A-C Agricultural to MPUD Master Planned Unit Development District to Allow for the Development of 20 Single-Family Detached Lots and Associated Infrastructure on Approximately 10.09 Acres Located in The Villages of Pasadena Hills, Within Village F

File Number PDE25-7851
Comm. Dist. 1
Recommendation Continuance Requested

PC2 Development Agreement (Continuance) - Homes by West Bay, LLC. - To Design, Permit, Acquire Right of Way, and Construct a Portion of Kiefer Road and New River Boulevard in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

File Number PDE25-0202
Comm. Dist. 1
Recommendation Continuance Requested

PC3 Development Agreement (Consent) - Project @ VOPH, LLC - To

Design, Permit, and Construct a Portion of Wirt (Elam) Road in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

File Number PDE25-0158
Comm. Dist. 1
Recommendation Approve

Adjourn

36473

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-035 was published in said newspaper by print in the issues of 05/07/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **05/07/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARINGS ON REZONINGS FOR PROPERTIES LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing on **Wednesday, May 21, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing **on Tuesday, July 15, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.** to consider applications for rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Ronald J & Elizabeth Schatzberg/Schatzberg MPUD (RZ-7851) petition for a rezoning from a A-C Agricultural District to a MPUD Master Planned Unit Development District for a parcel located on approximately 640 feet north of Kiefer Road and one-quarter mile east of Curley Road (aka 23-25-20-0000-01100-0020).

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-035

May 7, 2025 36473

36486

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDD25-34 was published in said newspaper by print in the issues of 05/07/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **05/07/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARING ON A DEVELOPMENT AGREEMENT FOR PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing **on Wednesday, May 21, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida**, the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing on **Thursday, June 5, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, July 15, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.** The proposed development agreement between Pasco County and HOMES BY WEST BAY LLC sets for the terms and conditions of development approval with respect to the Local Government Development Agreement for Zoning Amendment PDE25-0202 and will be considered at the stated time or as soon thereafter as possible.

The property subject to this development agreement is located on the south side of and abutting the future Tyndall Road, north of and abutting the future Kiefer Road and Curley Road: contains the following parcel 24-25-20-0000-00100-0000.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

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PASCO COUNTY PASADENA HILLS POLICY AND
PLANNING COMMITTEE
LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-034

May 7, 2025 DB

36486-1

36483

Tampa Bay Times

Published ~~Daily~~

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-033 was published in said newspaper by print in the issues of 05/07/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **05/07/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARING ON A DEVELOPMENT AGREEMENT FOR PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing **on Wednesday, May 21, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida,** the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing on **Thursday, June 5, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, June 17, 2025, at 1:30 p.m., at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida**. The proposed development agreement between Pasco County and Project @ VOPH, LLC sets for the terms and conditions of development approval with respect to the Local Government Development Agreement for Zoning Amendment PDE25-0158 and will be considered at the stated time or as soon thereafter as possible.

The property subject to this development agreement is located on the northeast corner of Prospect Road and Elam Rd (Wirt Road) and contains the following parcel: 13-25-20-0000-00400-0000.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-033

May 7, 2025 DB

36483-1

AFFIDAVIT ATTESTING TO PUBLIC NOTICING

STATE OF FLORIDA
COUNTY OF PASCO

Barbara L. Wilhite, that I am, we are, the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Numbers (List All): 13-25-20-0000-00400-000

That this property constitutes the property for which a variance(s) and or development approval is requested according to Project Name and Project Number and Variance(s) is listed below:

Project Name: VOPH Kiefer MPUD Development Agreement

Project Number:

That attached is the following:

X Certificate of Mailing for which public hearing notices were mailed on May 7, 2025.

X Photos showing the placement of the public hearing sign posted on the property on May 7, 2025.

Barbara L. Wilhite, Agent of Record

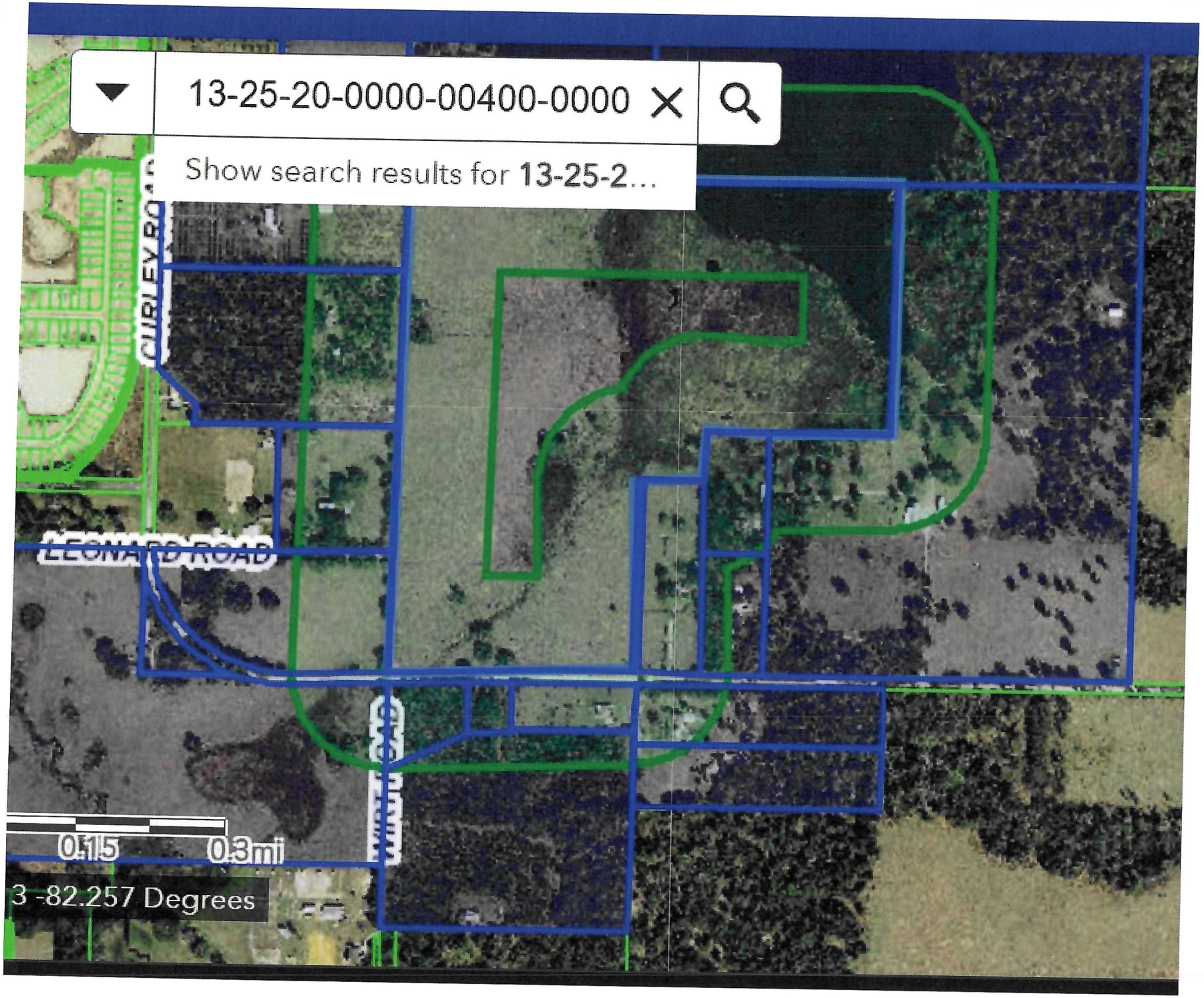
FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of May, 2025, by Barbara L. Wilhite, President, Barbara L. Wilhite, P.A. She is personally known to me or has produced _____ as identification.

Notary Public
Printed name

My Commission Expires:

LYDIA M. CRIDER
MY COMMISSION # HH 205387
EXPIRES: December 18, 2025
Bonded Thru Notary Public Underwriters


13-25-20-0000-00400-0000
Show search results for 13-25-2...
CURLEY RD
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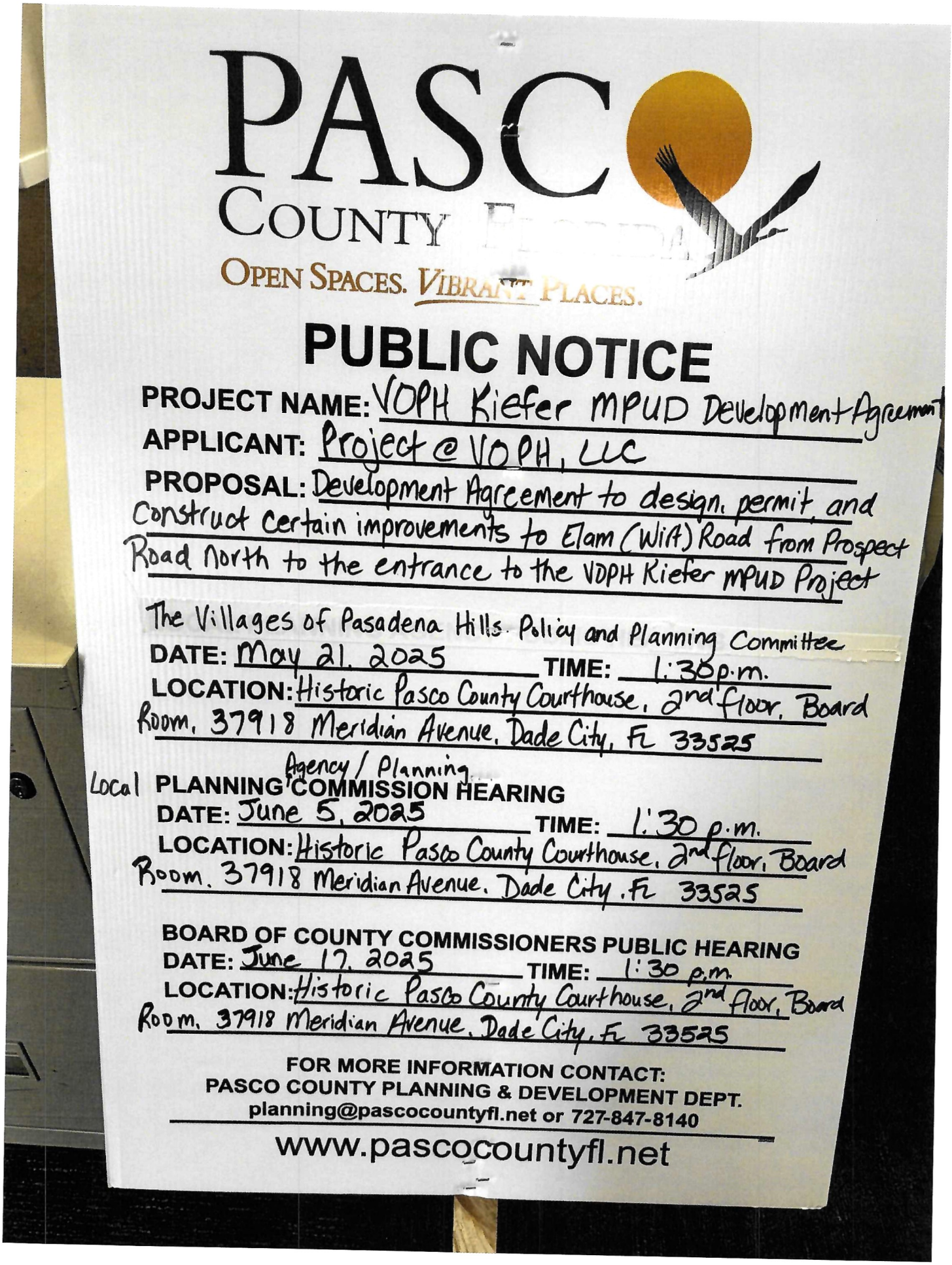
PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PUBLIC NOTICE

PROJECT NAME: VOPH Kiefer MPUD Development Agreement

APPLICANT: Project @ VOPH, LLC

PROPOSAL: Development Agreement to design, permit, and construct certain improvements to Elam (Wift) Road from Prospect Road North to the entrance to the VDPH Kiefer MPUD Project

The Villages of Pasadena Hills Policy and Planning Committee

DATE: May 21, 2025 **TIME:** 1:30 p.m.

LOCATION: Historic Pasco County Courthouse, 2nd floor, Board Room, 37918 Meridian Avenue, Dade City, FL 33525

Local Agency / Planning

PLANNING COMMISSION HEARING

DATE: June 5, 2025 **TIME:** 1:30 p.m.

LOCATION: Historic Pasco County Courthouse, 2nd floor, Board Room, 37918 Meridian Avenue, Dade City, FL 33525

BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING

DATE: June 17, 2025 **TIME:** 1:30 p.m.

LOCATION: Historic Pasco County Courthouse, 2nd floor, Board Room, 37918 Meridian Avenue, Dade City, FL 33525

FOR MORE INFORMATION CONTACT:
PASCO COUNTY PLANNING & DEVELOPMENT DEPT.
planning@pascocountyfl.net or 727-847-8140

www.pascocountyfl.net


PASCO
COUNTY FLORIDA
PUBLIC NOTICE


PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
PUBLIC NOTICE
PROJECT NAME: VDPH Kiefer MPUD Development Agreement
APPLICANT: Project @ VDPH, LLC
PROPOSAL: Development Agreement to design, permit, and construct certain improvements to Elam (Wiff) Road from Prospect Road North to the entrance to the VDPH Kiefer MPUD Project
The Villages of Pasadena Hills Policy and Planning Committee
DATE: May 21, 2025 TIME: 1:30 p.m.
LOCATION: Historic Pasco County Courthouse, 2nd floor, Board Room, 37918 Meridian Avenue, Dade City, FL 33525
Local Agency / Planning PLANNING COMMISSION HEARING
DATE: June 5, 2025 TIME: 1:30 p.m.
LOCATION: Historic Pasco County Courthouse, 2nd floor, Board Room, 37918 Meridian Avenue, Dade City, FL 33525
BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING
DATE: June 17, 2025 TIME: 1:30 p.m.
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FOR MORE INFORMATION CONTACT:
PASCO COUNTY PLANNING & DEVELOPMENT
planning@pascocountyfl.net or 727-847-8
www.pascocountyfl.net

Villages of Pasadena Planning and Policy Committee

Emmett Evans, District 1
Paul Finora, District 2
Andrew Getz, District 3
Rod Lincoln, District 4
Dale Maggard, District 5
Andrew Pittman, At-Large
Mark A. Philmon, At-Large

Villages of Pasadena
Planning and Policy Committee Agenda
Wednesday, May 21, 2025
1:30 PM



West Pasco Government Center, Board Room, 1st Floor
8731 Citizens Drive, New Port Richey, Florida 34654

All electronic devices must be turned off while in the Board Room.

The Villages of Pasadena Planning and Policy Committee has final decision-making authority for Special Exceptions. Any person desiring to appeal a special exception to the Board of County Commissioners will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. All other decisions by the Villages of Pasadena Hills Advisory and Planning Committee are in the form of a recommendation to the Board of County Commissioners and are therefore not appealable. Appeals of special exceptions are limited to the testimony and evidence in the record, which means that new testimony and evidence outside the record cannot be considered during the appeal proceeding.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654; (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711

Call to Order

Moment of Silence

Pledge of Allegiance

Roll Call

Proof of Publication

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by attending in person. Citizens may also comment on items listed on the Agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items specific to the Villages of Pasadena Hills during Public Comment.

Public Hearing

PC1 Zoning Amendment (Continuance) - *S*chatzberg MPUD – Ronald J. Schatzberg – Rezoning Request from A-C Agricultural to MPUD Master Planned Unit Development District to Allow for the Development of 20 Single-Family Detached Lots and Associated Infrastructure on Approximately 10.09 Acres Located in The Villages of Pasadena Hills, Within Village F

File Number PDE25-7851
Comm. Dist. 1
Recommendation Continuance Requested

PC2 Development Agreement (Continuance) - Homes by West Bay, LLC. - To Design, Permit, Acquire Right of Way, and Construct a Portion of Kiefer Road and New River Boulevard in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

File Number PDE25-0202
Comm. Dist. 1
Recommendation Continuance Requested

PC3 Development Agreement (Consent) - Project @ VOPH, LLC - To

Design, Permit, and Construct a Portion of Wirt (Elam) Road in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

File Number PDE25-0158

Comm. Dist. 1

Recommendation Approve

Adjourn

VILLAGES OF PASADENA HILLS
PLANNING AND POLICY
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDE25-7851 **DATE:** 5/21/2025

SUBJECT: Zoning Amendment (Continuance) - *S*chatzberg MPUD – Ronald J. Schatzberg – Rezoning Request from A-C Agricultural to MPUD Master Planned Unit Development District to Allow for the Development of 20 Single-Family Detached Lots and Associated Infrastructure on Approximately 10.09 Acres Located in The Villages of Pasadena Hills, Within Village F

REFERENCES: All The Villages of Pasadena Hills Planning and Policy Committee (PPC) and Board of County Commissioner (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PPC at DC 5/21/25

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:

Approve the continuance to the June 18, 2025, Villages of Pasadena Hills Planning and Policy Committee Meeting.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment – Master Planned Unit Development (MPUD); Section 522 – MPUD Zoning District.

A Rezoning Request From A-C Agricultural To MPUD Master Planned Unit Development District To Allow For The Development Of 20 Single-Family Detached Lots And Associated Infrastructure On Approximately 10.09 Acres Located In The Villages Of Pasadena Hills, Within Village F.

This agenda memo was prepared by: Gavin Covey CNU-A, Planner II

SITE DETAILS

The project is located in the Villages of Pasadena Hills, within Village F. Parcel ID: 23-25-20-0000-01100-0020

Commission District:	The Honorable Ronald E. Oakley
Project Name:	Schatzberg MPUD
Applicants' Name(s) :	Ronald J. Schatzberg
Current Zoning District:	A-C
Proposed Zoning District:	MPUD
Future Land Use (FLU) Classification:	VMU-2 (Village Mixed-Use Type 2B)
Water/Sewage:	Pasco/Pasco

Flood Zone:	X
Requested Entitlements:	20 Single Family Lots
Roads/Access:	Tyndall Road (Future, Public)

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Not applicable

ATTACHMENT(S):
1. PDE25-035 Affidavit

36473

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-035 was published in said newspaper by print in the issues of 05/07/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **05/07/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARINGS ON REZONINGS FOR PROPERTIES LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing on **Wednesday, May 21, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing **on Tuesday, July 15, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.** to consider applications for rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Ronald J & Elizabeth Schatzberg/Schatzberg MPUD (RZ-7851) petition for a rezoning from a A-C Agricultural District to a MPUD Master Planned Unit Development District for a parcel located on approximately 640 feet north of Kiefer Road and one-quarter mile east of Curley Road (aka 23-25-20-0000-01100-0020).

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

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For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

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PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-035

May 7, 2025 36473

VILLAGES OF PASADENA HILLS
PLANNING AND POLICY
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDE25-0202 **DATE:** 5/21/2025

SUBJECT: Development Agreement (Continuance) - Homes by West Bay, LLC. - To Design, Permit, Acquire Right of Way, and Construct a Portion of Kiefer Road and New River Boulevard in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

REFERENCES: All Villages of Pasadena Hills Planning and Policy Committee Meetings (PPC) and Board of County Commissioner (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PPC at DC 5/21/25

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:

Approve the continuance request to the June 18, 2025, Village of Pasadena Hills Planning and Policy Committee meeting in Dade City.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

PROJECT OVERVIEW

This development agreement is for the design, construction, right of way acquisition, and permitting of Kiefer Road and New River Boulevard, as required by the MPUD conditions of approval.

This agenda memo was prepared by:William Vermillion, CNU-A, Senior Planner

SITE DETAILS

The project is located in the Villages of Pasadena Hills, Village F, located on the south side of and abutting the future Tyndall Road, north of and abutting the future Kiefer Road, between Handcart Road and Curley Road. (PID: 24-25-20-0000-00100-0000)

Commission District:	The Honorable Ronald Oakley
Project Name:	Magnolia Island DA
Applicants' Name(s) :	Homes by West Bay LLC.
Current Zoning District:	MPUD
Proposed Zoning District:	N/A
Future Land Use (FLU) Classification:	VMU Type 2B
Water/Sewage:	Pasco/Pasco
Flood Zone:	A, AE, and X
Requested Entitlements:	N/A
Roads/Access:	Kiefer Road and Tyndall Road (Public Roads)

FISCAL IMPACT/COST/REVENUE STATEMENT:

N/A

DISTRIBUTION:

ATTACHMENT(S):

1. PDE25-0202: Proof of Publication

36486

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDD25-34 was published in said newspaper by print in the issues of 05/07/25 or by publication on the newspaper's website, if authorized.

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Signature of Affiant _____
Sworn to and subscribed before me this **05/07/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

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The property subject to this development agreement is located on the south side of and abutting the future Tyndall Road, north of and abutting the future Kiefer Road and Curley Road: contains the following parcel 24-25-20-0000-00100-0000.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

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PASCO COUNTY PASADENA HILLS POLICY AND
PLANNING COMMITTEE
LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-034

May 7, 2025 DB

36486-1

VILLAGES OF PASADENA HILLS
PLANNING AND POLICY
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDE25-0158 **DATE:** 5/21/2025

SUBJECT: Development Agreement (Consent) - Project @ VOPH, LLC - To Design, Permit, and Construct a Portion of Wirt (Elam) Road in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

REFERENCES: All Villages of Pasadena Hills Planning and Policy Committee Meetings (PPC) and Board of County Commissioner (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PPC at DC 5/21/25; LPA at DC 6/5/25; BCC at NPR 6/17/25

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:

Recommend Approval of the Development Agreement to the Board of County Commissioners

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

PROJECT OVERVIEW

On January 9, 2024, the Board of County Commissioners approved the Kiefer MPUD (RZ-7700) for the development of 200 single-family detached lots on approximately 122 acres within the Villages of Pasadena Hills. Per condition of approval 32 of the Kiefer MPUD, the developer is required to submit a development agreement to design, permit, and construct Wirt (Elam) Road, inclusive of any required drainage/retention for the improvements, as a two-lane road consistent with the 70AA roadway within the Villages of Pasadena Hills Master Roadway Plan (VOPH MRP) from the intersection of Prospect Road and Wirt (Elam) Road to the project's access. The 70AA typical within the VOPH MRP includes:

- Two (2) 11' travel lanes
- Two (2) 2' curbs
- Two (2) 6' multipurpose lanes adjacent to the travel lines
- Two (2) 8' landscape areas
- Two (2) 8' multipurpose paths (one on each side of the road)
- Two (2) 10' utility easements on each side

Transportation Development Fee Credits

In exchange for constructing the necessary roadway infrastructure, the developer will be entitled to Transportation Development Fee (TDF) credits. As set forth within the enabling documents for VOPH, TDF credits may not be used for the External Transportation Improvement Fee; those fees must be paid in cash. The following site access-related conditions are not eligible for TDF credits:

- A 195 ft southbound left-turn lane at Elam Road/Project Access intersection.
- A 195 ft eastbound left-turn lane at the Prospect Road/Project Access intersection.

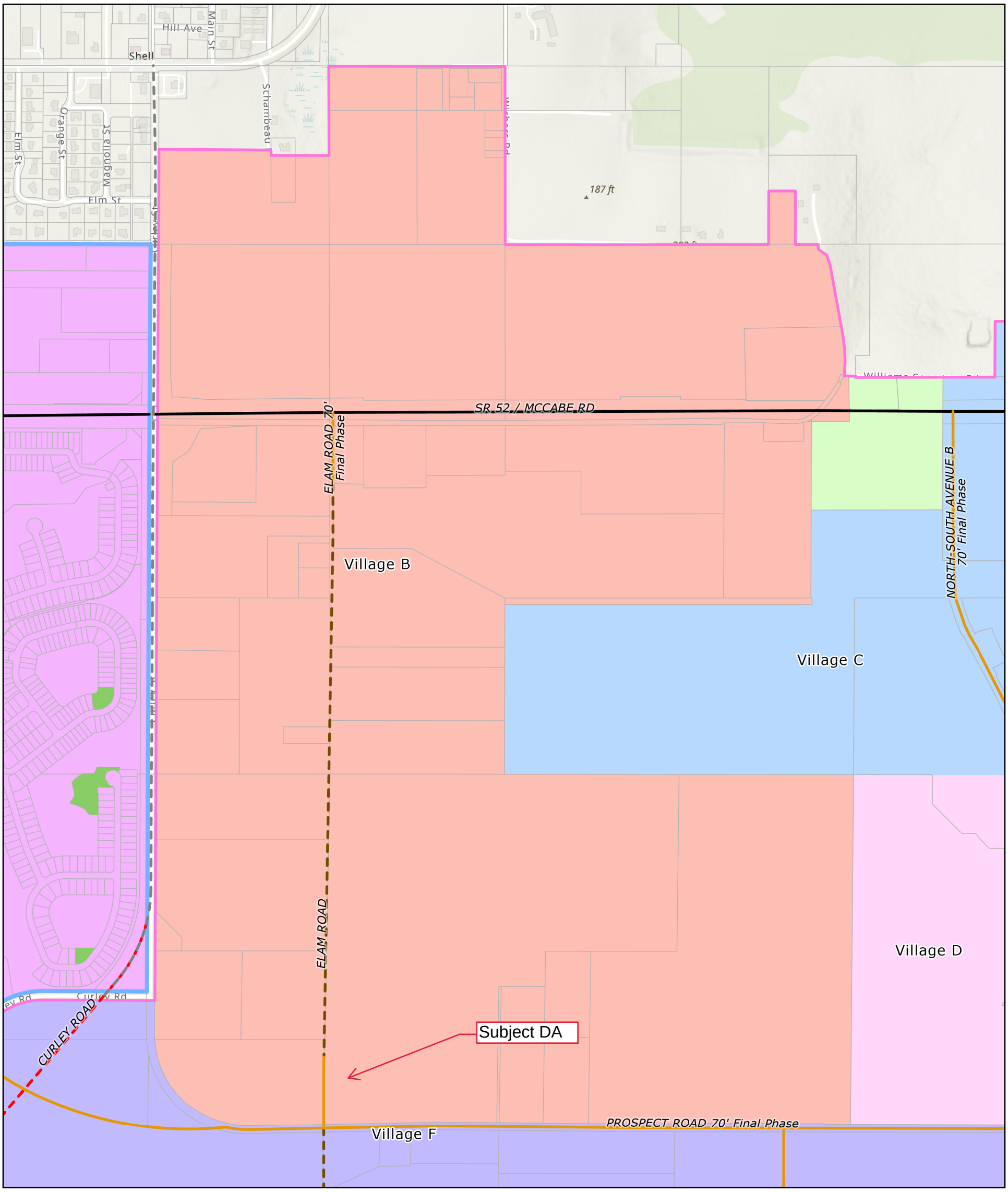
- A 195 ft southbound left turn lane at the Prospect /Wirt (Elam) Road intersection.
- A 195 ft eastbound left-turn lane at the Prospect /Wirt (Elam) Road intersection.

This agenda memo was prepared by: Gavin Covey CNU-A, Planner II

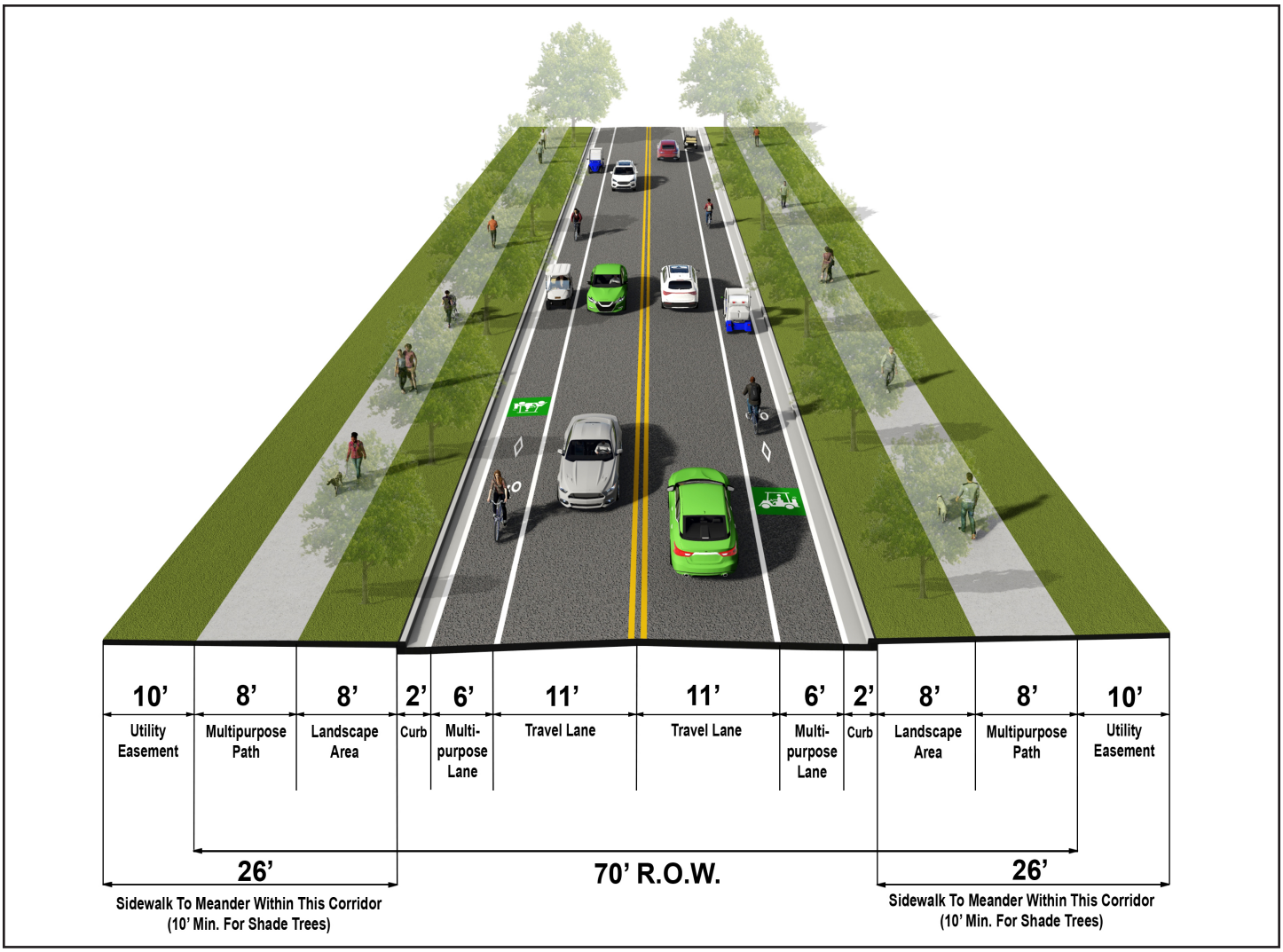
FISCAL IMPACT/COST/REVENUE STATEMENT:
The DA provides mobility fee/transportation development fee credits consistent with the Villages of Pasadena Hills Financial Plan. The fiscal impact of these credits was addressed at the time of the Board's approval of the Villages of Pasadena Hills Financial Plan.

DISTRIBUTION:
Not Applicable

ATTACHMENT(S):
1. PDE25-0158: Village B Roadway Obligations Map
2. PDE25-0158: 70AA Typical Section
3. PDE25-0158: Development Agreement
4. PDE25-0158: Proof of Publication
5. PDE25-0158: Notice Affidavit


Hill Ave
Main St
Shell
Schambeau
Orange St
Magnolia St
Elm St
Elm St
187 ft
SR 52 / MCCABE RD
ELAM ROAD 70' Final Phase
NORTH-SOUTH AVENUE B 70' Final Phase
Village B
Village C
Village D
Curley Rd
CURLEY ROAD
ELAM ROAD
Subject DA
PROSPECT ROAD 70' Final Phase
Village F
Constructed
Dirt Road
Existing (Not-MRP Standard)
Planned
Vision Roads
CC Neighborhood Parks
CC Boundary
Parcels
North Innovative Zone
Not Entitled
VILLAGE B
VILLAGE C
VILLAGE D
VILLAGE F
VOPH Boundary
N
0
0.1
0.2
0.4 Miles

70AA



70’ ROW 2 LANE UNDIVIDED W/ MULTIPURPOSE LANES

* Street trees within landscape areas of less than 10’ in width, shall include sidewalk root preventative measures, as permitted by Pasco County.

** All sidewalks and multipurpose paths shall meander within the landscape area and utility easement as shown on the typical sections. The locations where sidewalks and multipurpose paths meander outside the dedicated right of way must be covered by a sidewalk maintenance easement.

DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND PROJECT @ VOPH, LLC FOR CERTAIN IMPROVEMENTS TO ELAM ROAD PURSUANT TO THE VOPH KIEFER MPUD

THIS DEVELOPMENT AGREEMENT (this "DEVELOPMENT AGREEMENT or "DA") is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "**County**", and PROJECT @ VOPH, LLC, hereinafter called "**Developer**".

W I T N E S S E T H:

WHEREAS, the County is authorized by the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (F.S.), to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, on January 9, 2024, the Pasco County Board of County Commissioners (the "**BCC**") adopted Resolution No. 24-24RZ, approving the VOPH Kiefer MPUD Master Planned Unit Development with conditions for the development of a maximum of 200 single family detached dwelling units (the "**MPUD**") on a parcel of real property in Pasco County, Florida, legally described on **Exhibit "A"** attached hereto and incorporated herein by reference, hereinafter called the "**Project**";

WHEREAS, the MPUD and the Project are located in the Villages of Pasadena Hills, an area plan and overlay ("**VOPH**") that was created pursuant to Goal 6 of the Pasco County Comprehensive Plan (the "**Comprehensive Plan**") and Section 602 of the Pasco County Land Development Code (the "**LDC**"); and

WHEREAS, Goal 6 of the Comprehensive Plan and Section 602 of the LDC and the Pasadena Hills Financial Plan (which was adopted by the BCC originally on February 10, 2009, as amended) are collectively referred to hereinafter as the ("**Enabling Documents**"); and

WHEREAS, the Enabling Documents create certain special mobility fees and surcharges per unit for residential development within VOPH collectively called a "VOPH Transportation Development Fee" (the "**TDF**" or "**TDFs**"); and

WHEREAS, the Enabling Documents also provide, provided certain terms and conditions are met, that the County will issue credits to be applied towards the payment of the TDFs, less the External Transportation Improvement Fee component of the TDFs (which is 20% and comprised of the External Transit Account, External SIS Mobility Fee Account and the External Roads Account), in the event that developer and certain other parties within VOPH (a) undertake the design, permitting and construction of certain identified roadways within VOPH, and (b) provide for certain drainage/retention, floodplain compensation and wetland mitigation associated with such roadways; and

WHEREAS, pursuant to the Enabling Documents, the MPUD at Condition 32 requires that Developer design, permit and construct Elam (Wirt) Road as a two-lane road from the project driveway access south to Prospect Road per the VOPH cross-section as generally depicted on **Exhibit "B",** and lying outside of the MPUD boundary (off-site) (the "**Roadway Improvements**"); and

WHEREAS, the County and Developer desire to enter into this DA to provide for the Roadway Improvements for the TDF Credits pursuant to the terms and conditions hereof; and

WHEREAS, the Roadway Improvements eligible for TDR Credits shall include the VOPH Master Roadway Plan Improvements; Alternative Vehicle (AV) or other Alternative Transportation Network Improvements as required by the VOPH Master Roadway Plan & VOPH Enabling Documents: Figure PH-4 & Figure PH-4A to the extent part of the Master Roadway Plan Improvements; Stormwater System plans, permits and construction related to master roadway infrastructure; any other mitigation plans, permits, and construction related to master roadway infrastructure; and Mass Grading and/or Right-of-Way Use permits to implement any of the foregoing items; and

WHEREAS, the Board of County Commissioners, after public notice and hearing in accordance with applicable law, has approved this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the County and Developer hereby agree as follows:

1) WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this DA.

2) PURPOSE

It is the purpose and intent of this DA to further set forth terms and conditions for Developer to design, permit and construct the Roadway Improvements as hereinafter described if it is awarded the TDF Credits pursuant to the terms and conditions hereof, and to set forth the parties respective obligations regarding same. All terms and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3) GENERAL REQUIREMENTS

a) Legal Description: The land subject to this DA is identified in **Exhibit "A"**. Developer is the holder of legal title to the real property described on **Exhibit "A"** and its mailing address is 4912 Turnbury Wood Dr., Tampa, FL 33647. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon, and the benefits of the DA shall inure to Developer and its designated successors and assigns.

b) Duration and Effective Date: This DA shall be for the earlier of either the duration of twenty (20) years from the effective date of this DA or TDF credit depletion, whichever occurs first subject to any conditions precedent or termination provisions herein or mutual agreement. The effective date of this DA shall be the date this DA is recorded in the Public Records of Pasco County. The Developer shall cause this DA to be recorded upon the latter of its approval by the BCC and its full execution by the parties hereto, but in any event in a timely manner as required by Section 163.3239, Florida Statutes.

c) Development Uses of Land: The Project is currently zoned MPUD Master Planned Unit Development District pursuant to the MPUD.

d) Public Facilities: Adequate transportation facilities are available for the Project through existing facilities and other transportation facilities being provided by Developer, third parties or the County, as required by the Enabling Documents and the MPUD. Adequate potable water and wastewater services for the

Project are or will be available through Pasco County Utilities ("**PCU**"). Adequate disposal services for the Project are available through existing licensed collectors and the County's Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by Developer in accordance with the terms and conditions of the MPUD Master Planned Unit Development and satisfaction of all applicable County, State, and Federal regulations.

e) Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) shall be provided in accordance with the LDC, as amended by the MPUD and its Conditions of Approval.

f) Local Development Permits Needed: Prior to the construction of the Roadway Improvements, Developer shall obtain any necessary development approvals in accordance with the LDC. This provision does not exempt Developer from obtaining all other permits required by agencies with jurisdiction over the Project.

g) Findings: The County has found that the Project, as permitted and proposed, is consistent with the portions of the Comprehensive Plan applicable to the Project development approvals obtained as of the date of this DA, subject to the conditions of the MPUD and this DA.

h) Requirements Necessary for the Public Health, Safety, and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the County for the public health, safety, or welfare of its citizens have been identified and included within the MPUD and/or this DA. Developer shall be subject to the applicable MPUD conditions of approval and the other applicable provisions of the LDC, Code of Ordinances, and Comprehensive Plan necessary for the public health, safety, and welfare.

i) Compliance with Legal Requirements and Permitting: The failure of this DA to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the laws governing the said permitting requirement, condition, term, or restriction.

j) Zoning and Comprehensive Plan Issues: The current Comprehensive Plan Future Land Use Map classification for the Project is VOPH Village Mixed Use-Type 2B. The Project is consistent with the applicable provisions of the Enabling Documents and the other applicable Goals, Objectives, and Policies of the Comprehensive Plan. The zoning classification for the Project is MPUD Master Planned Unit Development.

4) FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a) Roadway Improvements

(1) Developer shall design, permit and construct the Roadway Improvements as set forth herein and depicted on **Exhibit "B**". The Roadway Improvements shall include all applicable and necessary shoulders, sidewalks/multi-use paths, striping, stormwater-drainage facilities, floodplain mitigation, wetland mitigation and other roadway appurtenances, all as determined by the County and permitting agencies to be necessary during the design and permitting of the Roadway Improvements (collectively, the "**Roadway Appurtenances**").

(2) Construction of the Roadway Improvements shall be completed within ten (10) years of the effective date of this DA. For the purposes of this DA, completion of construction of the Roadway Improvements shall be defined as when the applicable improvement is accepted by the County for maintenance and open to the traveling public, and any required Defect Guarantee has been delivered to the County.

(3) Developer shall receive reimbursements in the form of TDF Credits as set forth in Section No. 7 of this DA for the actual, reasonable, eligible amounts spent by Developer for the Roadway Improvements. TDF Credit-eligible expenditures must be segregated from site related expenditures within the invoicing/schedule of values provided the improvements are designed and/or constructed simultaneously. The procedures for such credits are set forth in Section 7. below. Site related expenditures shall be defined as expenditures in connection with the design, permitting and construction of the 195-foot southbound left turn lane at the Elam Road/Project Access Intersection (MPUD COA 27.a.) ("Site Related Expenditures").

5) ROADWAY IMPROVEMENTS DESIGN, PERMITTING, AND RIGHT-OF-WAY ACQUISITION

a) Design, Permitting, Right-of-Way, and Construction Requirements:

Developer shall design, permit, and construct the Roadway Improvements in accordance with the terms of this DA. All design, permitting, and construction for the Roadway Improvements shall be in accordance with the standards promulgated by the County and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets that are consistent with the applicable cross sections for the Roadway Improvements as set forth in the Enabling Documents. The final alignment and design of the Roadway Improvements shall be determined through the construction plans to be approved by the County hereunder and the same shall automatically supersede the depiction of the Roadway Improvements set forth on **Exhibit "B"** without any further approvals of the Pasco County Board of County Commissioners. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise provided in this DA, any Roadway Improvement-related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plans.

b) Roadway Drainage Facilities: The roadway drainage facilities for the Roadway Improvements as depicted on **Exhibit "B"** will be commingled or combined with drainage facilities for the Project. ("Commingled Drainage Facilities"). Seven and on-half percent (7.5%) of the capacity of the Commingled Drainage Facilities will be for the Roadway Improvements and 7.5% of the actual, reasonable, eligible expenditures by Developer for the Commingled Drainage Facilities shall be TDF Credit-eligible expenditures. The Commingled Drainage Facilities shall remain owned by the underlying landowner, including Developer where applicable, and operation and maintenance of the same shall be the responsibility of the respective underlying landowner (CDD or other similar legal entity as may be approved by the County). The underlying landowner (CDD or other similar legal entity as may be approved by the County) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the County. Appropriate easements to the County, as applicable, shall be provided on all lands owned by Developer (subject to the provisions

hereof concerning the awarding of the TDF Credits), containing drainage facilities serving the Roadway Improvements, including those facilities that are commingled or combined, so the County has the ability to maintain the facilities associated with the Roadway Improvements in the event Developer or other respective underlying land owners default on its (their) obligation to maintain the facilities.

c) Wetland and Floodplain Mitigation: No wetland or floodplain impacts will be required for the Roadway Improvements.

d) County Review and Approval of Design: Developer has completed and submitted one hundred (100) percent design plans for the Roadway Improvements to the Planning, Development, and Economic Growth Department (PDE) for review and approval. Developer has or shall obtain approval of the one hundred (100) percent design and right-of-way plans for the Roadway Improvements from the County prior to commencement of any solicitation of bids for the Roadway Improvements. Any reviews and approvals by the County shall be completed by the County within the applicable timelines required by the County's Standard Review Timeframes pursuant to the County's Development Manual. All plans for the Roadway Improvements, once accepted and approved for construction by the County, shall become the property of the County.

e) Permitting Requirements: Developer and/or its contractor shall obtain any and all required permits for the work it is to perform from the County, and any and all applicable local and State regulatory agencies, including the Southwest Florida Water Management District.

f) County Cooperation: The County shall, upon Developer's request, cooperate with Developer in processing permit applications, and Developer agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the Roadway Improvements.

g) County Review: Developer agrees and recognizes that the County shall not be held liable or responsible for any claims which may result from any actions or omissions of Developer or engineers/contractors selected by Developer, in which the County participated, either through review or concurrence of their actions. In reviewing, approving, and/or rejecting any submissions or acts of Developer or

engineers/contractors selected by Developer, the County in no way assumes or shares any of the responsibility or liability of Developer or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The County will review the submittals, although detailed checking will not necessarily be done. Developer or engineers/contractors selected by Developer remain solely responsible for the work and are not relieved of responsibility by review comments.

h) Utilities Relocation: Developer shall coordinate the relocation of any utilities infrastructure in conflict with the Roadway Improvements, including County utilities. Relocation of any utilities infrastructure which is in conflict with the Roadway Improvements, including County utilities, shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. County shall be ultimately responsible for ensuring that any County utilities are relocated in a timely manner at the sole cost of the County Utilities Department. The County agrees, upon the request of Developer, to cooperate with Developer in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner.

i) Right-of-Way Acquisition: Developer shall be responsible for obtaining any required right of way needed for the Roadway Improvements and dedicating any right of way needed for the Roadway Improvements.

6) ROADWAY IMPROVEMENTS BIDDING AND CONSTRUCTION

a) Competitive Selection of Contractors:

With respect to any of the roadway segments which are subject to the Fee Credits, the Developer shall comply with the COUNTY's Developer Pipeline Project Provisions document in effect as of the effective date of this DA. Developer may satisfy the bidding procedures in the County's Developer Pipeline Project Provisions document by providing such documentation reasonably acceptable to the County demonstrating that, unless otherwise approved by the County Administrator or designee, Developer publicly advertised for bids and secured bids from at least three (3) qualified bidders and awarded a contract for the applicable

portion, phase, or segment of the Roadway Improvements with costs consistent with other comparable projects located within Pasco County, as reasonably determined by the County. To that end, the Developer shall retain full control of any and all bids and determinations regarding bidder qualification and determination of the qualified lowest bidder. The Developer may elect in its reasonable discretion to award the bids of portions, phases, or segments of the Roadway Improvements to a qualified bidder that is not the lowest overall bidder; provided however, any TDF Credit amounts for construction of the Roadway Improvements that are the subject to such bid may be limited to quantities and amounts awarded in comparable projects located in Pasco County, Florida, as reasonably determined by the County.

b) Roadway Improvements Construction:

Developer shall proceed and complete the construction of the Roadway Improvements in accordance with the final alignment, design, specification, and construction plans as approved by the County, and other applicable Federal, State, and regional regulatory agencies.

c) Tender of Improvement Area: Upon the recording of a notice of commencement for a roadway segment, such area and/or portion, phase or segment covered by the notice of commencement shall be deemed to be tendered to Developer's contractor, and such entity shall be in the custody and control of the project areas. Developer's contractor shall be responsible for providing a safe work zone for the public. At all times during construction, the Developer's contractor shall ensure that in constructing the Roadway Improvements, the existing access for any residents relying on the existing, adjacent segments of Elam/Wirt Road are not prohibited from having reasonable access to their residences by virtue of the construction of the Roadway Improvements by Developer.

d) County Observation: The County's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Roadway Improvements and shall at all times have access to the work being performed pursuant to this DA for the County's observation. However, should the County observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the County shall notify Developer and its representative in writing, and

Developer shall, at its cost, correct the deficiencies, as necessary. Nothing herein shall require the County to observe or inspect the work on the Roadway Improvements. Developer shall be solely responsible for ensuring that the Roadway Improvements are constructed in accordance with the plans, specifications, and required standards of the County. Observations by the County that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of Developer's requirements herein.

e) Right-of-Way: INTENTIONALLY DELETED.

f) Construction Requirements: During the construction phases of the Roadway Improvements, Developer shall:

(1) Provide its own on-site inspection and observation by a professional engineer registered in the State of Florida for the purpose of observing and inspecting all construction to ensure it is built according to the plans and specifications (CEI). Such professional engineer shall be approved by the County.

(2) Obtain all necessary Right-of-Way Use Permits from the County.

(3) Be responsible for supervising and inspecting the construction of the Roadway Improvements and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

(4) Be responsible for full and complete performance of all construction activities required pursuant to this DA. Developer's contractor shall be responsible for the care and protection of any materials provided or work performed for the Roadway Improvements until the improvements are completed and accepted by the County, which acceptance shall not be unreasonably withheld.

(5) Require testing by an independent laboratory, acceptable to the County in accordance with Pasco County Transportation Engineering Department's testing specifications for construction of roads, stormwater drainage, and utilities as applicable. Any failed tests shall be reported to the County Engineer or designee immediately, and all test reports shall be provided on a quarterly basis to

the County Engineer or designee.

(6) Provide a certification from a professional engineer registered in the State of Florida which shall certify that all designs, permits, and construction activities for the Roadway Improvements are in substantial conformance with the standards established by the County. Said certification shall conform to the standards in the industry and be in a form acceptable to the County.

(7) Provide to the County copies of all design drawings, as-built drawings, permits and post-construction permit close-outs/satisfactions received for the Roadway Improvements, as applicable, and such information shall become the property of the County upon submission. All plans submitted to the County shall include electronic files compatible with *AutoCAD*.

7) TRANSPORTATION DEVELOPMENT FEES, CREDITS AND REIMBURSEMENTS

a) The Project shall be assessed TDFs in accordance with the Enabling Documents and the County's adopted regulations, subject to the provisions of this DA.

b) Upon the effective date of this DA, County agrees to post, in a separate TDF account, the portion of the TDF from within the MPUD, less the External Improvement Fee portion of the TDFs, paid to the County from within the Project ("**VOPH Kiefer TDF Paid Account**"); provided, however, that the County shall not be required to post in such separate account the TDFs received from within the MPUD once the County has received TDFs that exceed the estimated cost of the Creditable Expenditures (as hereinafter defined), as established by an engineer's cost estimate provided by Developer after the bid has been awarded for the construction of the Roadway Improvements.

c) The process for Developer to receive fee credits against the TDF (but which such credits shall not apply to the External Improvement Fee portion of the TDFs) ("**TDF Credits**") for the actual, reasonable amounts spent for the Roadway Improvements is as follows. Actual, reasonable, and eligible amounts spent by Developer for the Roadway Improvements shall include, but not be limited to, design, permitting, construction survey, geotech, clearing, earthwork, mass grading, subsurface/soil stabilization work, wetland mitigation, floodplain mitigation, grading, drainage, paving, curb, sidewalk, multi-use path, traffic signage, pavement markings, striping, grassing, slope stabilization, landscaping, irrigation and street

lighting, bonding and insurance costs, testing and CEI expenses and services (submitted on an hourly basis),construction management, testing and construction phase services and inspections (all such costs and expenses, the "**Creditable Expenditures**"). TDF Credit-eligible expenditures must be segregated from Site Related Expenditures within the invoicing/schedule of values provided the improvements are designed and/or constructed simultaneously. Notwithstanding any other provision of this Agreement: (a) the Developer shall not be entitled to TDF Credits for the dedication of right-of-way. Unless otherwise approved by the County Administrator or designee, Creditable Expenditures shall not exceed the following:

(1) Bonding – 1.5% of total construction contract price

(2) Insurance - 1% of total construction contract price

(3) Testing - 3% of total construction contract price

(4) CEI – 12 % of total construction contract price

(5) Design & Permitting - 12% of total construction contract price

d) Upon completing design of the Roadway Improvements, Developer shall be eligible to apply for and receive TDF Credits for Creditable Expenditures, but if Developer applies for such TDF Credits for such design and permitting costs prior to the determination of the construction contract price, the final TDF Credits shall be adjusted upon the completion of construction of the Roadway Improvements to ensure that the TDF Credits for the Design and Permitting do not exceed 12% of the total construction contract price as set forth above. Requests for TDF Credits may be submitted to the County at a frequency no greater than monthly and in accordance with the guidance outlined in the County's "Developer Pipeline Project Provisions" document, unless otherwise provided for herein. The County shall establish a credit in an account entitled the "**VOPH Kiefer TDF Credit Account**" for all undisputed Creditable Expenditures within sixty (60) days of submittal. Any disputed amounts not approved prior to the end of the sixty (60) day period will be carried over to the next submittal for credit or denial. Should any amount be denied for credit, Developer may appeal such decision in a manner consistent with the Enabling Documents or the

County's adopted mobility fee regulations. All such requests and invoices shall be submitted to the County within ninety (90) days of final acceptance by the County as applicable, or for amounts under dispute, no later than ninety (90) days after the conclusion of the dispute, unless extended by the County Administrator or designee. The County agrees to place or list the Roadway Improvement in the CIP, CIE, Transportation Element or LRTP to the extent necessary to allow for the TDF Credits provided for herein.

e) Simultaneously with the first two requests for credit issuance, Developer may apply to exchange TDF Credits to be established in the VOPH Kiefer TDF Credit Account for cash reimbursements from the VOPH Kiefer TDF Paid Account. Thereafter, requests to exchange TDF Credits in the VOPH Kiefer TDF Credit Account for cash reimbursements from the VOPH Kiefer TDF Paid Account may be submitted to the County at a frequency of no greater than quarterly. All such exchange requests shall include documentation identifying the amount of the TDFs (excluding the External Improvement Fee portion of the TDFs) Developer believes have been collected by the County since Developer's last exchange request and identifying the corresponding lots, parcels and/or addresses. To the extent that funds exist in the VOPH Kiefer TDF Paid Account, the County shall make the cash reimbursement payment to Developer within sixty (60) days of submittal. The cash reimbursement payment to Developer shall be subject to all other requirements of the Prompt Payment Act. All cash reimbursements from the VOPH Kiefer TDF Paid Account shall result in a corresponding decrease in the VOPH Kiefer TDF Credit Account.

f) Developer may sell and assign TDF Credits against the TDF (excluding the External Improvement Fee portion of the TDFs) from the VOPH Kiefer TDF Credit Account to end users anywhere within VOPH and execute credit letters to be presented to the County. Private credit sales outside of the VOPH Fee Credit Registry shall be tracked/validated through the VOPH Fee Credit Administrator before the credits are presented to the COUNTY. The VOPH Fee Credit Administrator is a consultant to the Planning, Development and Economic Growth Department. Developer may also elect to register its TDF Credits for sale at par value with the VOPH Fee Credit Registry. End users may not use credits for the External Improvement Fee portion of the TDFs. It is anticipated that, to the maximum extent possible, TDF Credit

letters will be submitted to the County whenever Developer has County approved TDF Credits to cover the TDFs fees that are due.

g) The County reserves the right to pay out annually, the cash value of any unused, accrued, TDF Credits to Developer and such cash value shall be removed from any credit balance.

8) PERFORMANCE, PAYMENT AND DEFECT GUARANTEES

a) Performance and Payment Guarantees: Prior to commencing construction of the Roadway Improvements, Developer shall post in favor of the County and provide the County, for its approval, performance and payment guarantee(s) acceptable to the County to guarantee payment as required by law and to guarantee performance of its contractual obligations. The performance and payment guarantee(s) shall be with a bank, surety, or other financial institution acceptable to the County , which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The performance and payment guarantee(s) shall be in the amount of 125% of the Construction Contract amount, be in a form acceptable to the County Attorney's Office, and comply with section 255.05, Florida Statutes. Within sixty (60) days of final acceptance of the Roadway Improvements by the County, the County Administrator or designee shall issue a memorandum to release the performance guarantee and accept the defect guarantee required below.

b) Defect Guarantees: Upon completion of the Roadway Improvements and final acceptance by the County, Developer shall guarantee to the County that all equipment furnished and work performed is free of defects in workmanship or materials for a period of three (3) years for improvements in the County's right-of-way after final acceptance, and, that if any part of the construction should fail within this period, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the County.. The performance guarantee for the Roadway Improvements may cover this guarantee, if it remains in place for a period of three (3) years for improvements in the County's right-of-way in an amount equal to fifteen percent 15% of the applicable construction contract amount or Developer may post a

separate defect guarantee acceptable to the County. Developer is required to advise the County of the warranty option it has selected prior to the County's final acceptance of the Roadway Improvements. Developer shall be responsible for requesting, in writing, a final inspection from the County's Engineering Inspections Division not before ninety (90) days prior to the termination of the three (3) year defect guarantee period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify Developer within ten (10) days of such request, providing a list of defects in workmanship or materials to be remedied by Developer before the expiration of the three (3) year defect guarantee period. Within sixty (60) days of the remedy of any defects in materials or workmanship, or in the case of no defects, but in any case, no sooner than the expiration of the three (3) year defect guarantee period, the County Administrator or designee shall issue a memorandum to release the defect guarantee.

9) INDEMNIFICATION AND INSURANCE

a) Indemnification: Developer shall indemnify and hold harmless the County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the Roadway Improvements, provided that any such liability, claim, suit, demand, damage, loss or any expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Roadway Improvements itself), including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of Developer or anyone directly or indirectly employed by Developer, or anyone for whose acts any of them may be liable.

Developer shall indemnify and hold harmless the County and anyone directly or indirectly employed by the County from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others in connection with the performance of the Roadway Improvements, and shall defend all such claims in connection with any alleged infringement of such rights.

b) Insurance - Developer's contractor(s):

Prior to the execution of the construction agreement for the Roadway Improvements between Developer and its contractor, the contractor shall provide Developer a certificate of insurance and a true and exact copy of all insurance policies, including additional insured endorsements. Said insurance coverage, and contracts for insurance other than Worker's Compensation and Employer's Liability Policy, shall name the following as additional insureds:

Developer

Project @ VOPH, LLC
4912 Turnbury Wood Dr.
Tampa, FL 33647

With a copy to:
Barbara L. Wilhite
Barbara L. Wilhite, PA
6327 Grand Boulevard
New Port Richey, Florida 34652

County

Pasco County, Florida
Pasco County Government Center
Attn: County Administrator
8731 Citizens Drive, Suite 310
New Port Richey, FL 34654
Fax: (727) 847-8084

General Conditions For All Required Policies:

All insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide.

Developer's contractor(s) will provide evidence of insurance coverage as follows:

To Developer:

One (1) true and exact copies of all required insurance policies, including additional insured endorsements, and

One (1) original, executed Certificate of Insurance on the form provided by the County.

To the County:

One (1) true and exact copies of all required insurance policies, including additional insured endorsements, and

Four (4) original, executed Certificate of Insurance on the accord form provided by the County.

The Certificate should set forth the original signatures of the authorized representative of the insurance company(ies) identified. The Certificate should also reference the Agreement between Developer and its contractor for the Roadway Improvements.

All polices shall require the insurer to deliver to Developer and the County thirty (30) days written notice prior to any cancellation, intent not to renew or reduction in coverage and ten (10) days written notice of any nonpayment of premium. Such notice shall be delivered by U.S. Mail to the above addresses.

The insurance required herein shall be primary to any insurance or self-insurance program of Developer or the County which is applicable to the work provided.

The County shall have the right to review and approve the provided insurance coverage prior to the execution of the construction agreement or issuance of the Notice to Proceed, whichever is earlier.

Insurance Certificates and Policies provided by Developer’s contractor will provide evidence of insurance coverage in amounts as follows:

The insurance carrier is required to waive its rights of subrogation against Developer and the County as well as their agents and employees.

Employer's Liability:	$1,000,000 per accident
Commercial General Liability:	$2,000,000 general aggregate
Product & Complete Operations:	$2,000,000 general aggregate
Bodily Injury (including death):	$1,000,000 per person
	$2,000,000 per occurrence
Personal Injury & Advertising Injury:	$500,000 per occurrence
Property Damage:	$1,000,000 per occurrence
Fire Damage:	$500,000 per any (1) fire
Hired & Non-Owned Autos	
or Automobile - Owned Bodily/	
Personal Injury Property Damage:	$1,000,000 combined single limit
Excess/Umbrella Liability:	$3,000,000 per occurrence
	$3,000,000 general aggregate

c) Insurance - Developer's Engineer

Prior to the execution of the agreement for the Roadway Improvements between Developer and its engineer, the engineer shall provide Developer and County evidence of insurance coverage as follows:

Professional Errors and	$1,000,000 per occurrence
Omissions Liability:	

Occurrence from professional liability insurance is preferred, however, in the event the engineer is only able to secure claims made professional liability insurance, the engineer shall be obligated in the agreement between Developer and the engineer to maintain insurance in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of five (5) years from the date of said agreement.

10) GENERAL PROVISIONS

a) Independent Capacity: Developer and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this DA, independent contractors and not employees, agents, or servants of the County or joint ventures with the County. Developer does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this DA. The County shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to Developer in connection with the Roadway Improvements or for debts or claims accruing to such parties against Developer. There is no contractual relationship expressed or implied between the County and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to Developer as a result of the Roadway Improvements.

b) Termination: The County may terminate this DA upon Developer's failure to comply with the terms and conditions of this DA. The County shall provide Developer with a written Notice of Termination, stating the County's intent to terminate and describing those terms and conditions with which Developer has failed to comply. If Developer has not remedied the failure or initiated good faith efforts to remedy the failure within ninety (90) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the County may terminate this DA immediately without further notice, and Developer shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to County under Florida law, but it is in addition thereto. This DA shall automatically terminate upon the full and timely application of all TDF Credits and/or payment to Developer funds in the VOPH Kiefer TDF Paid Account (if the combination of the same is equal to the TDF Credits having been awarded to Developer pursuant to this DA) to Developer or its designees in accordance herewith, and thereafter, the County agrees to promptly process a formal termination of this DA and to cause the same to be recorded in the Public Records of Pasco County, Florida.

c) Contracts: All construction contracts entered into by Developer for the Roadway Improvements shall be

made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each paragraph set forth in this DA. Developer shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Developer shall cause the applicable portions of this DA to be included and made a part of any contract for the Roadway Improvements.

d) Law Compliance: Developer and the County will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to performance under this DA. In particular, Developer verifies and affirms that it is in compliance with the 8 USC, Section 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by Developer or by any contractor or vendor of Developer during the term of the DA a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this DA by the County.

e) Certification: Developer shall provide certification to the County, under the seal and signature of a registered, professional engineer that the Roadway Improvements have been constructed in accordance with the standards promulgated by the County; the contract documents; and this DA.

f) Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return- receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: Project @ VOPH, LLC, 4912 Turnbury Wood Drive, Tampa, Florida 33647. with a copy to Barbara L. Wilhite, Esq., 6327 Grand Boulevard, New Port Richey, Florida 34652, and to Pasco County, c/o Assistant County Administrator (Development Services), West Pasco Government Center, 8731 Citizens Drive, Suite 320, New Port Richey, FL 34654, with a copy to David A. Goldstein, Chief Assistant County Attorney, West Pasco Government Center, 8731 Citizens Drive, Suite 340, New Port Richey, FL

34654. These addresses may be changed by giving notice as provided for in this paragraph.

g) Entire Agreement: This DA embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this DA supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written; provided, however, that nothing shall relieve Developer of any development approval requirements or conditions previously imposed or authorized to be imposed under the County's LDC or Comprehensive Plan for future permits required by Developer. All exhibits attached hereto are incorporated herein by reference.

h) Modification and Amendment: Neither this DA, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument.

i) Waiver: The failure of any party to this DA to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this DA shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

j) Contract Execution: This DA may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

k) Gender: Whenever the contract hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

l) Headings: All article and descriptive headings of paragraphs in this DA are inserted for convenience only and shall not affect the construction or interpretation hereof.

m) Severability: Each provision of this DA and the related MPUD conditions of approval are material to the Board of County Commissioners approval of this DA. Accordingly, the provisions are not severable. In the event any section, sentence, clause, or provision of this DA or the related MPUD conditions of approval are declared illegal or invalid by a body with jurisdiction to make such determination, the

remainder of this DA and the related MPUD conditions of approval shall be suspended until such time the Board of County Commissioners modifies the DA or the related MPUD conditions of approval to address the illegal or invalid provision; provided however, such determination shall not affect the validity of entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, or CO approval as of the date the determination is made. Developer-requested amendments to this DA and the related MPUD conditions of approval shall not be considered challenges to this DA or the related MPUD conditions of approval and decisions by the Board of County Commissioners regarding any Developer-requested amendments, or the like, shall not have the effect of suspending this DA or the related MPUD conditions of approval under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of the DA or the related MPUD conditions of approval and the challenged portion of the DA or the related MPUD conditions of approval are subsequently declared illegal or invalid, this DA or the related MPUD conditions of approval shall not be suspended, and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third party challenge, Developer shall cooperate with the County to amend this DA or the MPUD conditions of approval to address the portion which has been declared invalid or illegal.

n) Construction: The parties hereby agree that each has played an equal part in the negotiation and drafting of this DA and, in the event any ambiguity should be realized in the construction or interpretation of this DA, the result of such ambiguity shall be equally assumed and realized by each of the parties to this DA.

o) Cancellation: This DA may be canceled by mutual consent of the parties to the DA.

p) Third Party Beneficiaries: Nothing in this DA shall be construed to benefit any person or entity not a party to this DA.

q) Strict Compliance with Laws: Developer agrees that acts to be performed by it in connection with this DA shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations,

standards, and guidelines.

r) Nondiscrimination: Developer will not discriminate against any employee employed in the performance of this DA or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The developer shall insert a similar provision in all contracts for the Roadway Improvements.

s) Signatories Authority: By the execution hereof, the parties covenant that the provisions of this DA have been duly approved and signatories hereto are duly authorized to execute this DA.

t) Right-of-Way Use Permit: Developer shall obtain Right-of-Way Use Permit(s) from the County as required by applicable law.

u) Controlling Law: This DA shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this DA shall be in Pasco County, Florida.

v) Successors and Assigns: The terms of this DA shall run with the land and be binding upon Developer and owners and their successors and assigns. Developer and owners may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

w) Force Majeure: In the event Developer's or County's performance of this DA is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, Developer or County shall not be liable for such

nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts Developer's or County's performance of this DA as reasonably determined by the other party. This paragraph shall not apply to force majeure events caused by Developer or under Developer's control or caused by the County or under the County's control, as applicable. In the event that performance by Developer or County of the commitments set forth in this DA shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Roadway Improvements and which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other party regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such a three (3) month period may only be accomplished by an amendment to this DA.

x) PUBLIC RECORDS. Developer shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, Developer shall (a) keep and maintain public records required by the County to perform the service under the Agreement; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Developer does not transfer the records to the County; and (d) upon completion of the contract, transfer, at no cost to the County, all public records in possession of Developer. Upon transfer, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be

provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this Agreement will become the property of the County. This paragraph shall survive the expiration or termination of this Agreement. IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 847-8147, Extension 8147; prr@mypasco.net; 7536 State Street New Port Richey, FL. Under Florida law, a Developer who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this DA on the dates set forth below.

THE COUNTY:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

_____
NIKKI ALVAREZ-SOWLES, ESQ., CLERK
AND COMPTROLLER

_____
CHAIRMAN

Date: _____

WITNESSES:

DEVELOPER:

Project @ VOPH, LLC,
a Florida limited liability company

_____
Print Name:_____

By: _____
Name:_____
Title:_____

_____
Print Name:_____

Dated:_____, 2024

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ date), by _____, as

_____ of _____, a _____, who is personally known to me or who has produced _____ (type of identification) as identification.

Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced:

_____
(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)
My Commission expires:

Affix Notary SEAL

EXHIBITS

Exhibit "A"	-	Legal Description
Exhibit "B"	-	Depiction of Roadway Improvements

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:
THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT OF WAY
AND LESS:
THE EAST 18 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LESS THE NORTH 264 FEET THEREOF.
TOGETHER WITH:
THE NORTH 264 FEET OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA.
PARCEL 2:
THE EAST 18 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LESS THE NORTH 264 FEET THEREOF.

Page 44 of 58

EXHIBIT "B"

See attached Depiction of Roadway Improvement



REVISIONS

BY	DATE	DESCRIPTION
ADK	9/19/2024	INITIAL SUBMITTAL
ADK	3/10/2025	1ST RESUBMITTAL
ADK	3/31/2025	1ST RESUBMITTAL

3 WORKING DAYS
BEFORE YOU DIG CALL
SUNSHINE STATE ONE
CALL OF FLORIDA
1-800-432-4770
FOR THE LOCATION OF
UNDERGROUND FACILITIES

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

PREPARED FOR:

PROJECT @ VOPH LLC
4912 TURNBURY WOOD DR
TAMPA, FL 33647

PROJECT VOPH SUBDIVISION

PROJECT #: 2022-115

SUNCOAST CIVIL
2600 CYPRESS RIDGE BLVD, STE A
WESLEY CHAPEL, FL 33544
P: (813) 694-7676

ALEX KUSMIERZ
LICENSE
No 93045
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Alex Kusmierz, P.E
State of Florida, Professional Engineer, License No: 93045

EXHIBIT B

X-B

36483

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-033 was published in said newspaper by print in the issues of 05/07/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **05/07/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARING ON A DEVELOPMENT AGREEMENT FOR PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing **on Wednesday, May 21, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida,** the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing on **Thursday, June 5, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, June 17, 2025, at 1:30 p.m., at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida**. The proposed development agreement between Pasco County and Project @ VOPH, LLC sets for the terms and conditions of development approval with respect to the Local Government Development Agreement for Zoning Amendment PDE25-0158 and will be considered at the stated time or as soon thereafter as possible.

The property subject to this development agreement is located on the northeast corner of Prospect Road and Elam Rd (Wirt Road) and contains the following parcel: 13-25-20-0000-00400-0000.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-033

May 7, 2025 DB

36483-1

AFFIDAVIT ATTESTING TO PUBLIC NOTICING

STATE OF FLORIDA
COUNTY OF PASCO

Barbara L. Wilhite, that I am, we are, the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Numbers (List All): 13-25-20-0000-00400-000

That this property constitutes the property for which a variance(s) and or development approval is requested according to Project Name and Project Number and Variance(s) is listed below:

Project Name: VOPH Kiefer MPUD Development Agreement

Project Number:

That attached is the following:

X Certificate of Mailing for which public hearing notices were mailed on May 7, 2025.

X Photos showing the placement of the public hearing sign posted on the property on May 7, 2025.

Barbara L. Wilhite, Agent of Record

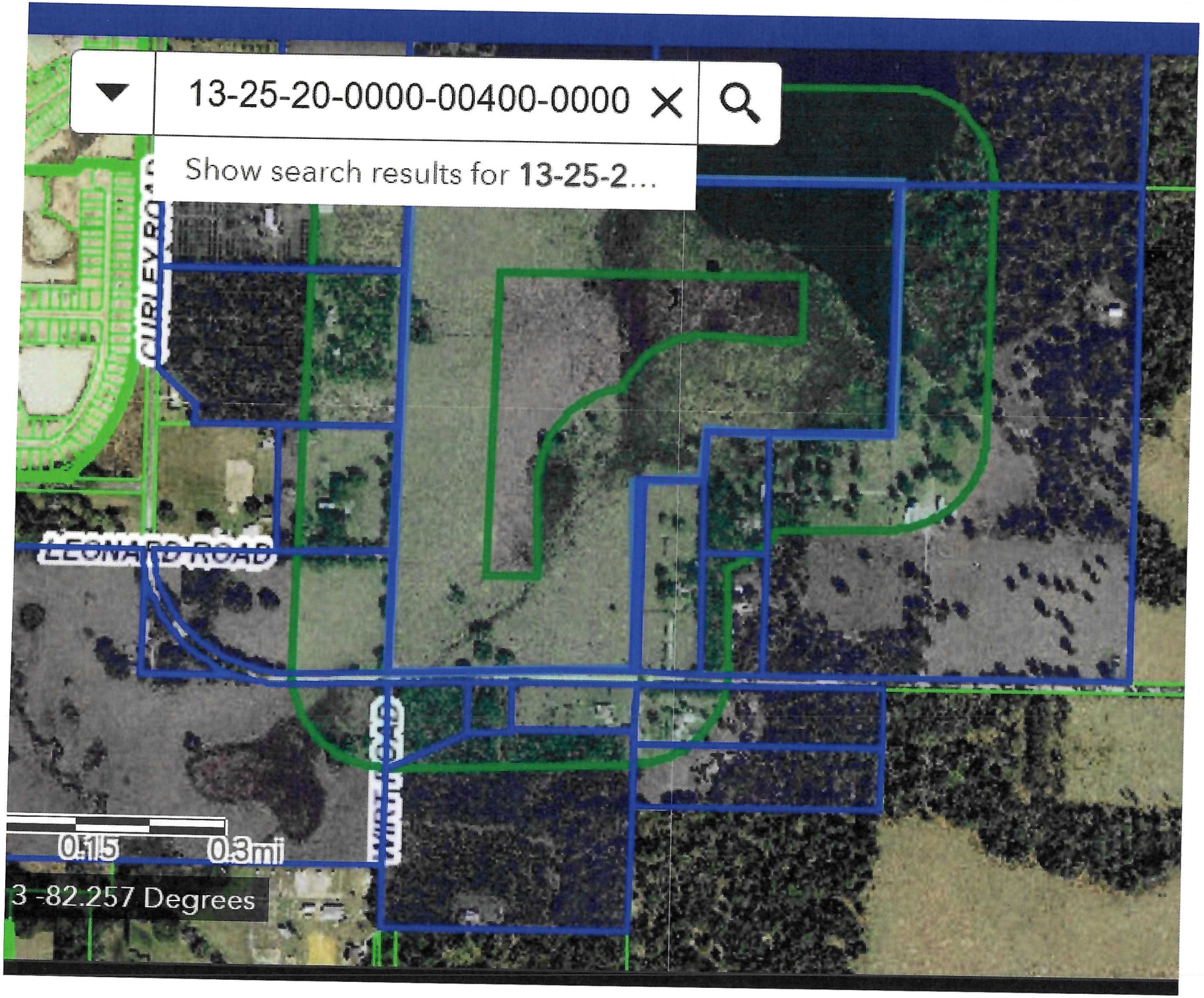
FURTHER AFFIANT SAYETH NOT.

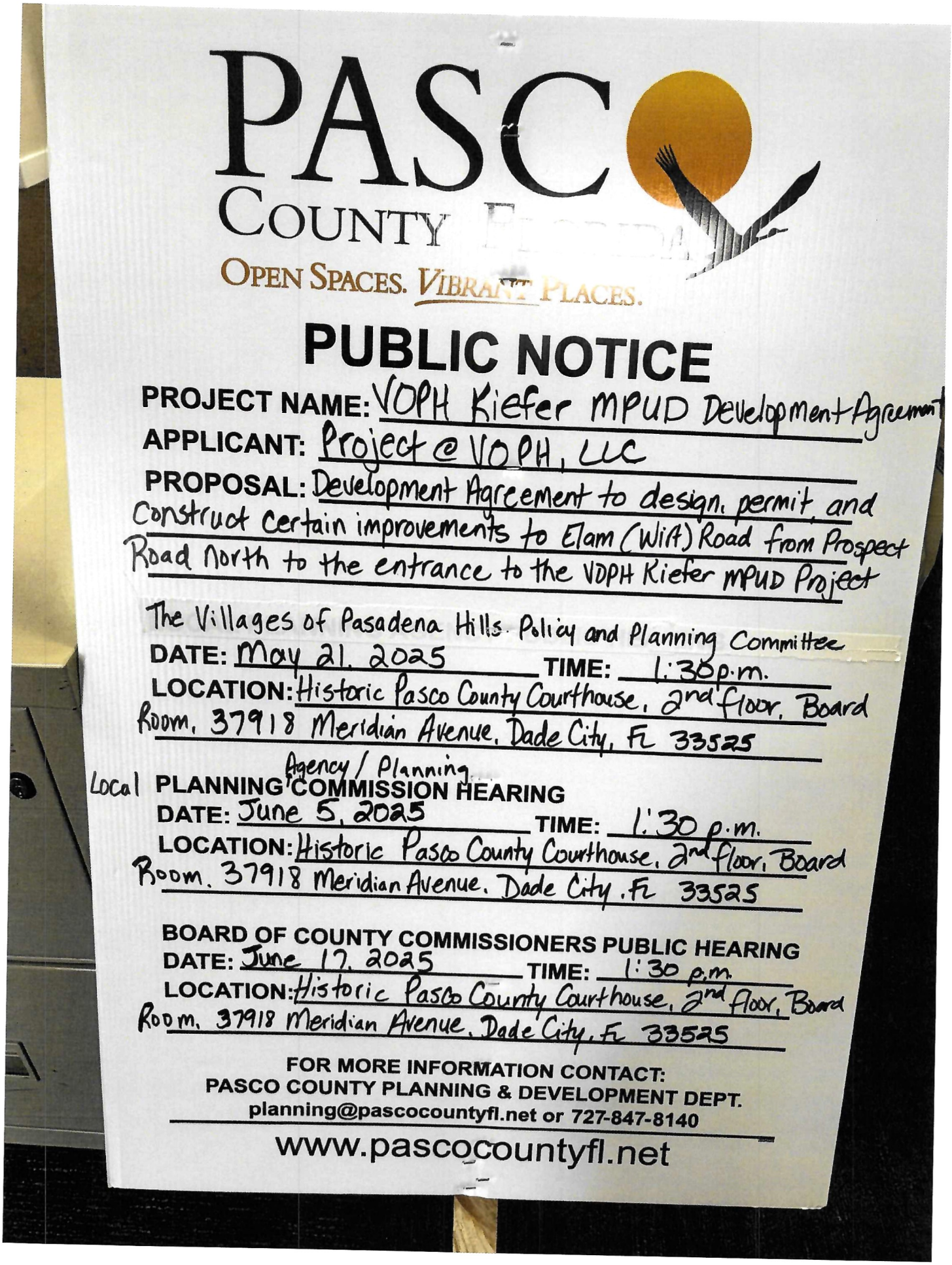
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of May, 2025, by Barbara L. Wilhite, President, Barbara L. Wilhite, P.A. She is personally known to me or has produced _____ as identification.

Notary Public
Printed name

My Commission Expires:

LYDIA M. CRIDER
MY COMMISSION # HH 205387
EXPIRES: December 18, 2025
Bonded Thru Notary Public Underwriters


13-25-20-0000-00400-0000
Show search results for 13-25-2...
CURLEY ROAD
LEONARD ROAD
0.15
0.3mi
3 -82.257 Degrees


PASCO
COUNTY
OPEN SPACES. VIBRANT PLACES.
PUBLIC NOTICE
PROJECT NAME: VDPH Kiefer MPUD Development Agreement
APPLICANT: Project @ VDPH, LLC
PROPOSAL: Development Agreement to design, permit, and construct certain improvements to Elam (Wift) Road from Prospect Road North to the entrance to the VDPH Kiefer MPUD Project
The Villages of Pasadena Hills Policy and Planning Committee
DATE: May 21, 2025 TIME: 1:30 p.m.
LOCATION: Historic Pasco County Courthouse, 2nd floor, Board Room, 37918 Meridian Avenue, Dade City, FL 33525
Local Agency / Planning
PLANNING COMMISSION HEARING
DATE: June 5, 2025 TIME: 1:30 p.m.
LOCATION: Historic Pasco County Courthouse, 2nd floor, Board Room, 37918 Meridian Avenue, Dade City, FL 33525
BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING
DATE: June 17, 2025 TIME: 1:30 p.m.
LOCATION: Historic Pasco County Courthouse, 2nd floor, Board Room, 37918 Meridian Avenue, Dade City, FL 33525
FOR MORE INFORMATION CONTACT:
PASCO COUNTY PLANNING & DEVELOPMENT DEPT.
planning@pascocountyfl.net or 727-847-8140
www.pascocountyfl.net


PASCO
COUNTY FLORIDA
PUBLIC NOTICE


PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
PUBLIC NOTICE
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Local Agency / Planning PLANNING COMMISSION HEARING
DATE: June 5, 2025 TIME: 1:30 p.m.
LOCATION: Historic Pasco County Courthouse, 2nd floor, Board Room, 37918 Meridian Avenue, Dade City, FL 33525
BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING
DATE: June 17, 2025 TIME: 1:30 p.m.
LOCATION: Historic Pasco County Courthouse, 2nd floor, Board Room, 37918 Meridian Avenue, Dade City, FL 33525
FOR MORE INFORMATION CONTACT:
PASCO COUNTY PLANNING & DEVELOPMENT
planning@pascocountyfl.net or 727-847-8
www.pascocountyfl.net

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0885 **DATE:** 6/16/2026

SUBJECT: Villages of Pasadena Hills Advisory and Planning Committee (VOPH) Meeting Minutes – June 18, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0885 VOPH 06-18-2025

VILLAGES OF PASADENA HILLS PLANNING AND POLICY COMMITTEE
REGULAR MEETING

ANNOTATED MINUTES

JUNE 18, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

1:30 P.M.

HISTORIC PASCO COUNTY COURTHOUSE, BOARD ROOM, 2ND FLOOR
37918 MERIDIAN AVENUE, DADE CITY, FL 33525

Members

Paul Finora, District 2, Chairman
Emmett Evans, District 1 **– Absent**
Andrew Getz, District 3
Rod Lincoln, District 4
Dale Maggard, District 5
Andrew Pittman, At-Large
Mark A. Philmon, At-Large

Staff

David Goldstein, Chief Assistant County Attorney
David Allen, Interim Assistant County Administrator, Development Services
David Engel, MCRP, AICP, Director Planning and Economic Growth
Nectarios Pittos, AICP, Director Planning Services
Gavin Covey, CNU-A, Planner II, Planning Services

Call to Order

Chairman Finora called the meeting to order at 1:31 p.m.

Moment of Silence

A moment of silence was not held.

Pledge of Allegiance

Chairman Finora led the Pledge of Allegiance to the Flag.

Roll Call

Ms. Nevaeh Wilkes, Deputy Clerk, called the roll. All members were present with the exception of Mr. Evans who was absent.

Swearing In

Ms. Wilkes swore in those who planned to present testimony.

Proof of Publication

Ms. Wilkes noted the proof of publication.

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by attending in person. Citizens may also comment on items listed on the Agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items specific to the Villages of Pasadena Hills during Public Comment.

Public comment was not called.

Consent

There was none.

Public Hearing

PC1 Zoning Amendment (Consent) - Schatzberg MPUD – Ronald J. Schatzberg – Rezoning Request from A-C Agricultural District to MPUD Master Planned Unit Development District to Allow for the Development of 20 Single-Family Detached Lots and Associated Infrastructure on Approximately 10.09 Acres Located in The Villages of Pasadena Hills, Within Village F

File Number PDE25-7851
Comm. Dist. 1
Recommendation Approval with Conditions

Mr. William Vermillion, Planning, Development, and Economic Growth, read the item into the record.

Mr. Covey used a PowerPoint presentation to review the item.

Mr. Clarke Hobby, representative for the applicant, spoke regarding the history of the property, the property's location, development requirements and design, surrounding properties, the Plazewski MPUD, and the vision roadway.

Ms. Marcia Vieu displayed pictures and videos and spoke regarding flooding on her property, a Watershed study, an existing runoff retention area, swales that run along the property line, and the possible runoff into the development.

Mr. Jeremy Couch, Tampa Civil Engineering, spoke during this discussion.

Discussion was held regarding road locations; the neighboring properties; access points; lot sizes; project benefits; the location of Ms. Vieu's property; the retention area on the east side of the property; water flow; drainage; the swales along the property line; a culvert on the property; an existing berm; a tree request; the Watershed study; Ms. Vieu's displayed pictures; easements; the relief valve; possible fencing issues; the flooding in Zephyrhills; plat and site plan approval requirements; the SWFWMD rules; the redirection of the water; the Stormwater management plan; Knollwood acres; reduced area; dry pond benefits; and the overflow plan.

The Committee approved Staff's recommendation.

PC2 Development Agreement (Consent) - Homes by West Bay, LLC. - To Design, Permit, Acquire Right of Way, and Construct a Portion of Kiefer Road and New River Boulevard in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills
File Number PDE25-0202
Comm. Dist. 1
Recommendation Approve

Mr. William Vermillion, Planning, Development, and Economic Growth, read the item into the record and used a PowerPoint presentation to review the item.

Discussion was held regarding neighboring roads; the Development Agreement; and construction plans.

There was no public comment.

The Committee approved Staff's recommendation.

Regular

There was none.

Adjourn

Mr. Pittman left the meeting at 1:40 p.m. and returned at 1:43 p.m.

The meeting adjourned at 2:11 p.m.

VILLAGES OF PASADENA HILLS PLANNING
AND POLICY COMMITTEE
REGULAR MEETING
JUNE 18, 2025

PASCO COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS ORGANIZED JUNE 2nd

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Nevaeh Wilkes

Nevaeh Wilkes, Records Clerk I
Board Records Division

Villages of Pasadena Planning and Policy Committee

Emmett Evans, District 1
Paul Finora, District 2
Andrew Getz, District 3
Rod Lincoln, District 4
Dale Maggard, District 5
Andrew Pittman, At-Large
Mark A. Philmon, At-Large

Villages of Pasadena
Planning and Policy Committee Agenda
Wednesday, June 18, 2025
1:30 PM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Historic Pasco County Courthouse
Historic Board Room, 2nd Floor
37918 Meridian Avenue
Dade City, FL 33525

All electronic devices must be turned off while in the Board Room.

The Villages of Pasadena Planning and Policy Committee has final decision-making authority for Special Exceptions. Any person desiring to appeal a special exception to the Board of County Commissioners will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. All other decisions by the Villages of Pasadena Hills Advisory and Planning Committee are in the form of a recommendation to the Board of County Commissioners and are therefore not appealable. Appeals of special exceptions are limited to the testimony and evidence in the record, which means that new testimony and evidence outside the record cannot be considered during the appeal proceeding.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654; (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711

Call to Order

Moment of Silence

Pledge of Allegiance

Roll Call

Swearing In

Proof of Publication

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by attending in person. Citizens may also comment on items listed on the Agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items specific to the Villages of Pasadena Hills during Public Comment.

Consent

Public Hearing

PC1 Zoning Amendment (Consent) - *S*chatzberg MPUD – Ronald J. Schatzberg – Rezoning Request from A-C Agricultural District to MPUD Master Planned Unit Development District to Allow for the Development of 20 Single-Family Detached Lots and Associated Infrastructure on Approximately 10.09 Acres Located in The Villages of Pasadena Hills, Within Village F

File Number PDE25-7851
Comm. Dist. 1
Recommendation Approval with Conditions

PC2 Development Agreement (Consent) - Homes by West Bay, LLC. - To Design, Permit, Acquire Right of Way, and Construct a Portion of Kiefer Road and New River Boulevard in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

File Number PDE25-0202
Comm. Dist. 1
Recommendation Approve

Regular

Adjourn

36486

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDD25-34 was published in said newspaper by print in the issues of 05/07/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **05/07/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARING ON A DEVELOPMENT AGREEMENT FOR PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing **on Wednesday, May 21, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida**, the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing on **Thursday, June 5, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, July 15, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.** The proposed development agreement between Pasco County and HOMES BY WEST BAY LLC sets for the terms and conditions of development approval with respect to the Local Government Development Agreement for Zoning Amendment PDE25-0202 and will be considered at the stated time or as soon thereafter as possible.

The property subject to this development agreement is located on the south side of and abutting the future Tyndall Road, north of and abutting the future Kiefer Road and Curley Road: contains the following parcel 24-25-20-0000-00100-0000.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-034

May 7, 2025 DB

36486-1

36473

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-035 was published in said newspaper by print in the issues of 05/07/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **05/07/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARINGS
ON REZONINGS FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing on **Wednesday, May 21, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing **on Tuesday, July 15, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.** to consider applications for rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Ronald J & Elizabeth Schatzberg/Schatzberg MPUD (RZ-7851) petition for a rezoning from a A-C Agricultural District to a MPUD Master Planned Unit Development District for a parcel located on approximately 640 feet north of Kiefer Road and one-quarter mile east of Curley Road (aka 23-25-20-0000-01100-0020).

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-035

May 7, 2025 36473

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

Zach Couch - Tampa Civil Design, Agent

Owner and Record Title Holder(s) or Authorized Representative Name(s)

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 23-25-20-0000-01100-0020

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: Shatzberg MPUD Rezoning

Project Number: RZ-7851

Request: Rezone from A-C Agricultural to MPUD to allow for the development of 20 single family detached homes

That attached is the following:

_____Proof of publication from the_____(newspaper name, if applicable).

_X__Certificate of mailing for the notices which were mailed on 6/2/2025 (Date)

_X__Photos showing the placement of and language on the signage, which was posted on 6/3/2025 (Date).

FURTHER AFFIANT SAYETH NOT

_____Name

6-3-25 (Date)

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me me by means of [X] physical presence or [ ] online notarization, this 6/3/2025 (date) by Zach Couch (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

KAYLA HARRELL
Commission # HH 662371
Expires April 9, 2029

_____
NOTARY PUBLIC

guidepubno(DH)

Dear Property Owner:

This is to notify you that Petition No. RZ-7851 has been filed in the name of Ronald J & Elizabeth Shatzberg for a change in zoning from a A-C Agricultural District to a Master Planned Unit Development (MPUD) to allow for the development of a maximum of 20 single-family detached homes.

The parcel of land is located approximately 400 feet north of Kiefer Road, approximately one-third of a mile East of Curley Road (Parcel I.D. No 23-25-20-0000-01100-0020), containing approximately 10.09 acres.

Public hearings for the consideration of this application will be held as follows:

Villages of Pasadena Hills Planning and Policy Committee	**6/18/25**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**
Board of County Commissioners	**7/15/25**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition.

Any person desiring to appeal any decision made by the Planning Commission or Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Planning and Development Department.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

23-25-20-0010-00000-0430	CESPEDES WILFREDO & MARIA LESCAILLE		32837 PEACH TREE LN	ZEPHYRHILLS, FL 33545-5006
23-25-20-0010-49900-0000	PASCO COUNTY	FACILITIES MANAGEMENT DEPT	7220 OSTEEN RD	NEW PORT RICHEY, FL 34653-2359
23-25-20-0010-49900-0000	PASCO COUNTY	FACILITIES MANAGEMENT DEPT	7220 OSTEEN RD	NEW PORT RICHEY, FL 34653-2359
23-25-20-0010-00000-0410	HAWLEY SHARON IRENE		32552 GREENWOOD LOOP	ZEPHYRHILLS, FL 33545-5009
23-25-20-0010-00000-0140	LOPEZ DARRYL R &	DEBORAH CHRISTINE	32908 KNOLLWOOD LN	WESLEY CHAPEL, FL 33545-5022
23-25-20-0010-00000-0450	GROVES DAVID LEE & RITA A		32564 GREENWOOD LOOP	WESLEY CHAPEL, FL 33545
23-25-20-0010-00000-0170	DOME JESSICA		32913 KNOLLWOOD LANE	WESLEY CHAPEL, FL 33545
23-25-20-0010-00000-0360	NIEMANN RICHARD D SR & CHARLAINE F		32536 GREENWOOD LOOP	ZEPHYRHILLS, FL 33545-5009
23-25-20-0010-00000-0150	CABRERA-RAMOS EZEQUIEL		32929 KNOLLWOOD LN	WESLEY CHAPEL, FL 33545-5023
23-25-20-0010-00000-0210	HEFLIN RICHARD A &	HEFLIN PATRICIA A	32807 KNOLLWOOD LN	ZEPHYRHILLS, FL 33545-5021
23-25-20-0010-00000-0440	SCHMIDT JOSEPH P & CATHERINE M		32819 PEACH TREE LN	WESLEY CHAPEL, FL 33545-5006
23-25-20-0010-00000-0790	DAVIS SETH W & ELIZABETH		32565 GREENWOOD LOOP	ZEPHYRHILLS, FL 33545-5014
23-25-20-0010-00000-0190	MILLER FAMILY TRUST	MILLER CHRISTOPHER G & JANELLA I	32839 KNOLLWOOD LN	WESLEY CHAPEL, FL 33545
23-25-20-0010-00000-0420	WHITAKER JACK W & NILDA D		32818 PEACH TREE LN	WESLEY CHAPEL, FL 33545-5005
23-25-20-0010-00000-0130	DA SILVA EDMILSON BATISTA		32846 KNOLLWOOD LN	WESLEY CHAPEL, FL 33545-5020
24-25-20-0000-00200-0011	GLASBRENNER CALVIN LOUIS &	GLASBRENNER LINDA TITUS	33001 KIEFER RD	WESLEY CHAPEL, FL 33545-5052
23-25-20-0000-01100-0020	SCHATZBERG RONALD J &	ELIZABETH	PO BOX 10644	TAMPA, FL 33679-0644
23-25-20-0010-00000-0220	CLARK REGINALD		32747 KNOLLWOOD LN	WESLEY CHAPEL, FL 33545
23-25-20-0010-00000-0200	RICCHINO MICHELLE LEE		32823 KNOLLWOOD LN	ZEPHYRHILLS, FL 33545-5021
23-25-20-0010-00000-0390	VIEU MARCIA A		32548 GREENWOOD LOOP	WESLEY CHAPEL, FL 33545-5009
23-25-20-0000-01100-0000	TPG AG EHC III (LEN) MULTI STATE 2 I	ESSENTIAL HOUSING ASSET MANAG	8585 E HARTFORD DR STE 118	SCOTTSDALE, AZ 85255
23-25-20-0010-00000-0151	GLASBRENNER CALVIN & LINDA		33001 KIEFER RD	WESLEY CHAPEL, FL 33545-5052
23-25-20-0010-00000-0800	LESCAILLE -CESPEDES MARIA & CESPEDES KYLE A ET AL		32533 GREENWOOD LOOP	WESLEY CHAPEL, FL 33545-5014
24-25-20-0000-00200-0000	SKINNER MARY ANN REVOCABLE TRI	SKINNER MARY ANN & JOHN COUNC	5753 HWY 85 N #2851	CRESTVIEW, FL 32536
23-25-20-0010-00000-0380	HUEBNER DENNIS J & MARILYN J		32544 GREENWOOD LOOP	ZEPHYRHILLS, FL 33545-5009
23-25-20-0010-00000-0120	HAWLEY ORLY B		32826 KNOLLWOOD LN	ZEPHYRHILLS, FL 33545-5020
23-25-20-0010-00000-0180	PAIGE JEANNIE LEE		32901 KNOLLWOOD LN	WESLEY CHAPEL, FL 33545
23-25-20-0010-00000-0370	NELSON LINDA E		32540 GREENWOOD LOOP	ZEPHYRHILLS, FL 33545-5009
24-25-20-0000-00100-0017	GLASBRENNER CALVIN LOUIS &	GLASBRENNER LINDA TITUS	33001 KIEFER RD	WESLEY CHAPEL, FL 33545-5052

HIGH POINT BRANCH USPS JUN - 2 2025 CLEARWATER, FL 33762

UNITED STATES POSTAL SERVICE ®

0000

U.S. POSTAGE PAID
CLEARWATER, FL
33762
JUN 02, 25
AMOUNT
$18.85
S2324H505166-06

Tampa Civil
2841 Executive Drive
Ste 220
Clearwater, FL 33762


PUBLIC
HEARINGS
App. No. RZ-7851
Project Type: REZONING
06/16/20
1:30 p.m.
Board of County Commissioners
07/15/20
1:30 p.m.


PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7851
Project Type: REZONING
Shatzberg MPUD; A-C Agricultural to MPUD to develop 20 single family detached homes.
Pasadena Hills Planning & Policy Committee
06/18/25 1:30 p.m.
Historic Courthouse, 37918 Meridian Avenue, Dade City
Board of County Commissioners
07/15/25 1:30 p.m.
Historic Courthouse, 37918 Meridian Avenue, Dade City
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


SHATSBERG MPUD REZONING
RZ-7851; APPROXIMATELY 0.5 MILE SOUTH AND APPROXIMATELY 400 FT NORTH OF KIEFER RD
PARCEL; 23-25-20-0000-01100-0020
PUBLIC HEARINGS
PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7851
Project Type: REZONING
Shatzberg MPUD; A-C Agricultural to MPUD to develop 20 single family detached homes.
Pasadena Hills Planning & Policy Committee
06/18/25 1:30 p.m.
Historic Courthouse, 37918 Meridian Avenue, Dade City
Board of County Commissioners
07/15/25 1:30 p.m.
Historic Courthouse, 37918 Meridian Avenue, Dade City
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


SHATSBERG MPUD REZONING
RZ-7851; APPROXIMATELY 0.5
MILE SOUTH AND
APPROXIMATELY 400 FT NORTH
OF KIEFER RD
PARCEL; 23-25-20-0000-01100-0020

To view the videos displayed by Ms. Marcia Vieu during Item PC1 please contact The Board Records Division located at the East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, FL 33523 or at board.records@pascoclerk.com











1:30
◀ Mail
us-api.mimecast.com

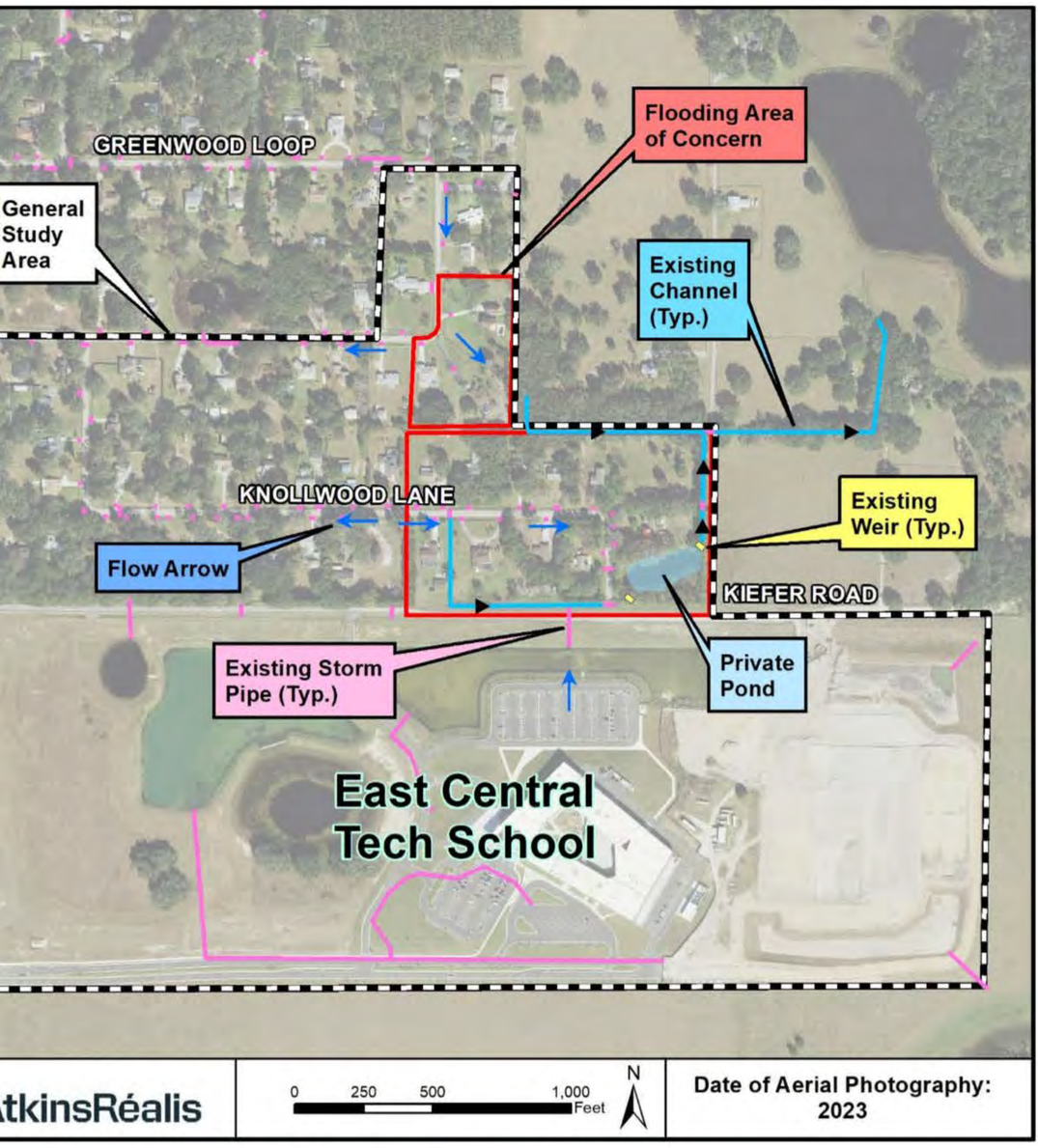

Figure 4-2 – Overview of Existing Drainage System

oils Information

for the study area was sourced from the USDA NRCS Web Soil Survey (WSS) and was classified applicable soil map unit designations. Please see **Figure 4-3**. As can be discerned from the figure, the mprised primarily of Sparr Fine Sand, Adamsville Fine Sand, Lochloosa Fine Sand, and Basinger Fine

3) soil types are typically assigned a Hydrologic Soil Group (HSG) designation of “C”, while the other soil designation of “B/D”. To provide more context, “C” type soils have a moderately high runoff potential when and infiltration through the soil is somewhat restricted. Comparatively, the dual HSG designation of “B/D”

1:42
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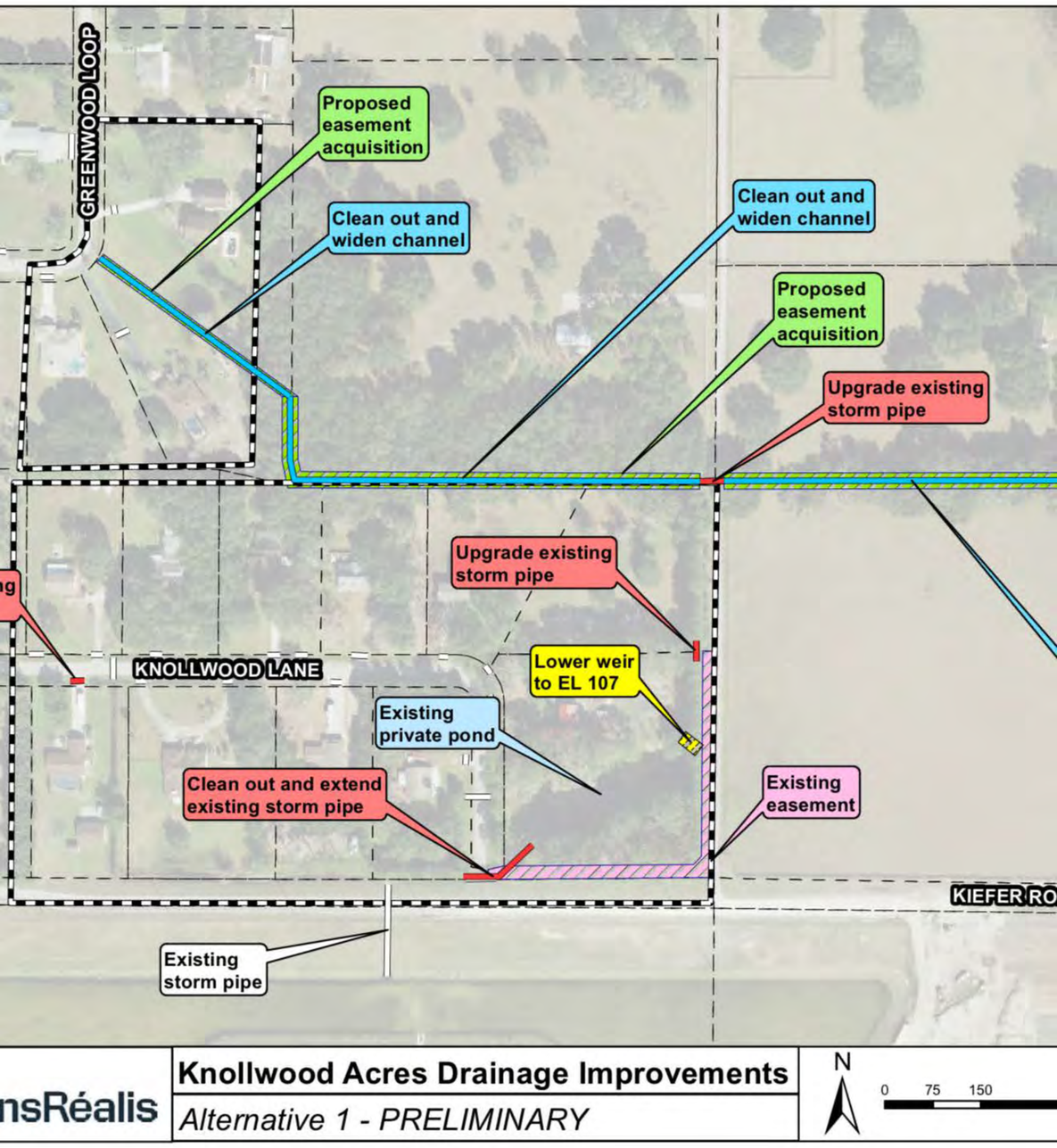
85
us-api.mimecast.com





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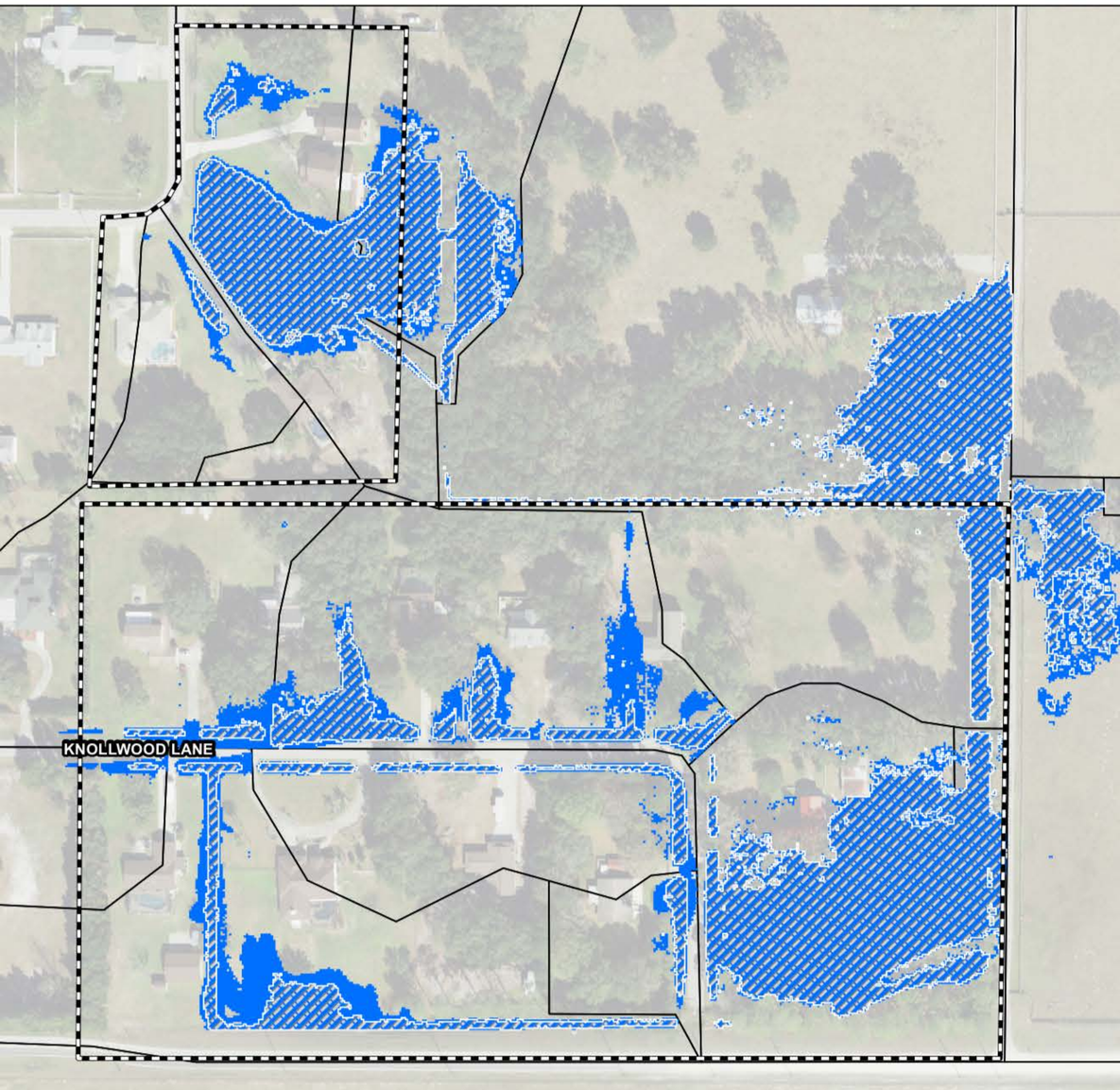


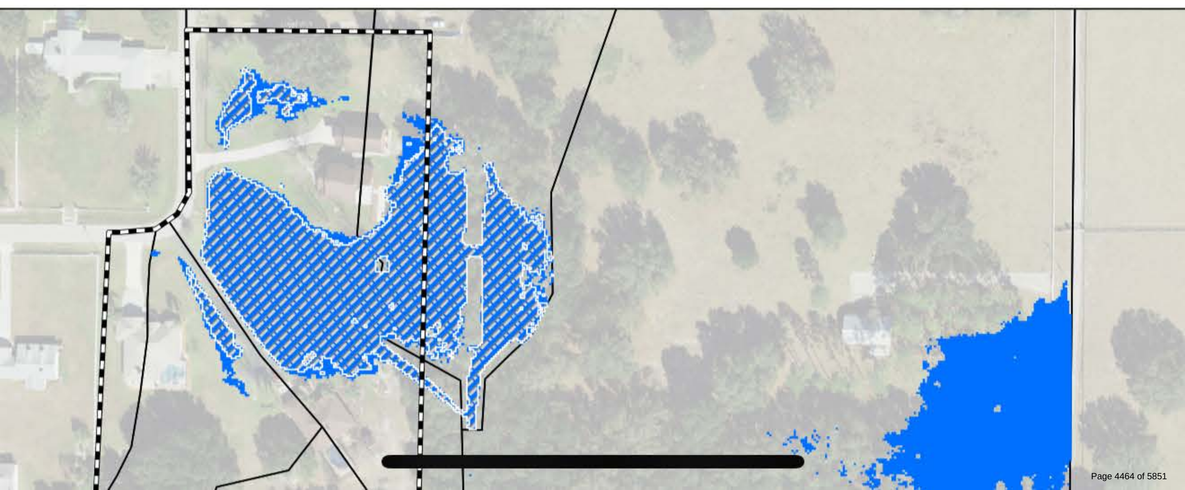
nollwood Acres Drainage Improvements

CM vs. Alt1 - 10-year 24-hour Inundation Comparison

N

0 62.5 125 250 Feet

Da













VILLAGES OF PASADENA HILLS PLANNING AND POLICY COMMITTEE

June 18, 2025

Dade City

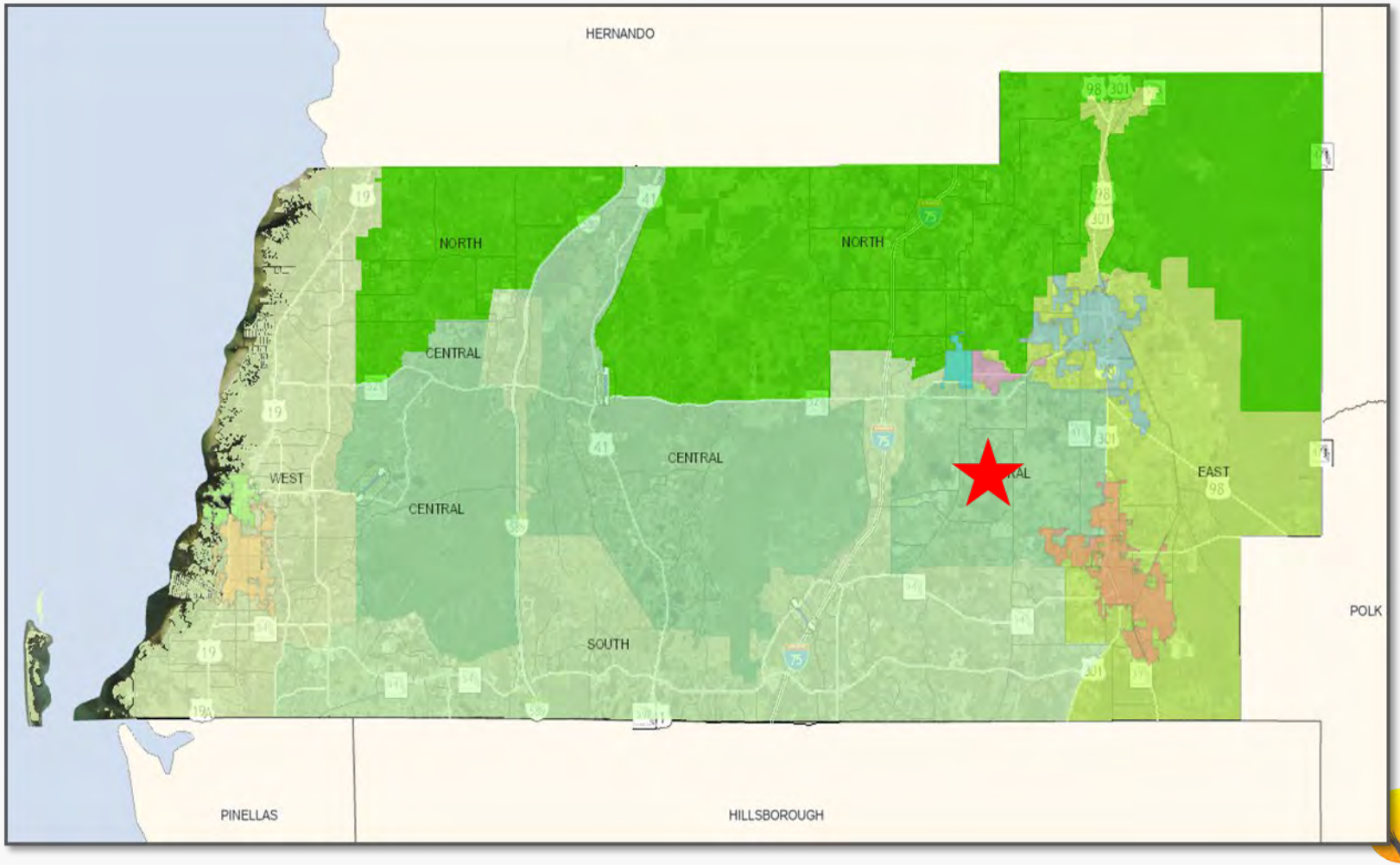
PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Magnolia Island DA – PDE25-0202

Project Overview

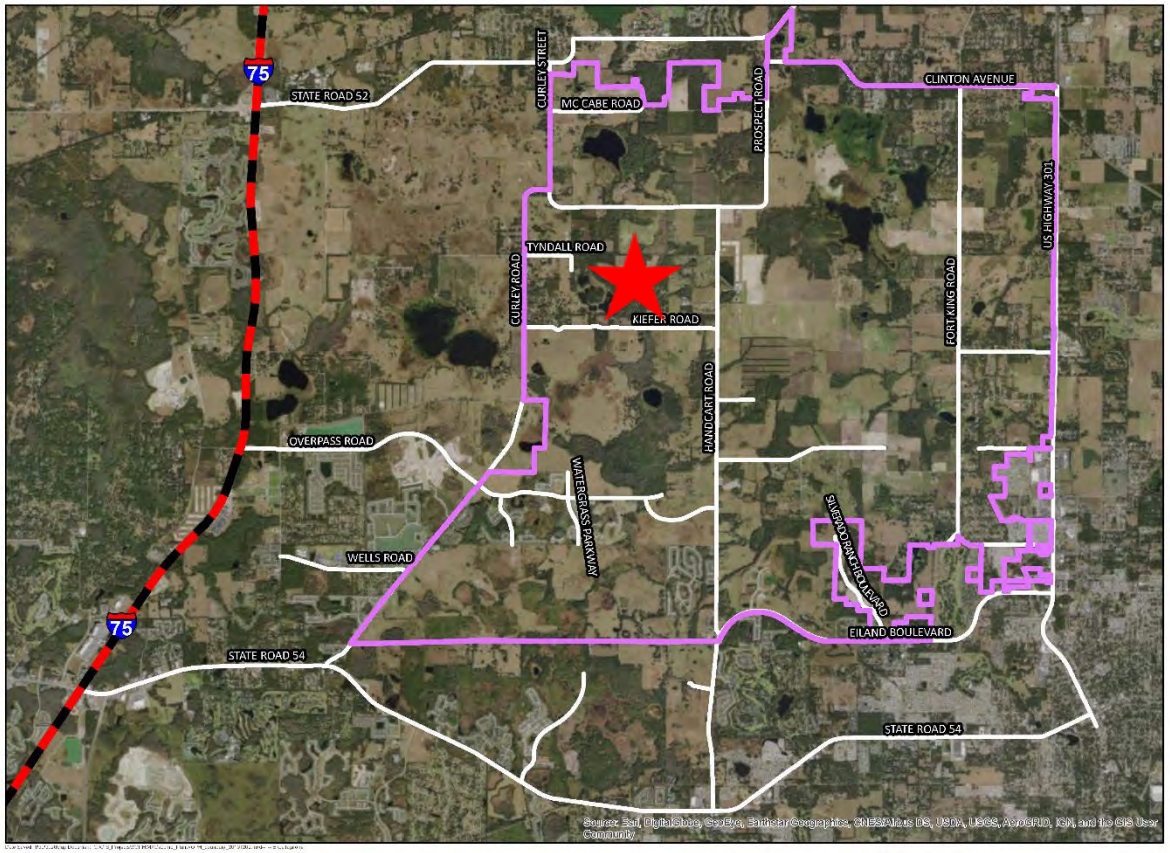
PROPOSAL:	Development Agreement
PURPOSE:	To design, permit, acquire ROW, and construct roadway improvements for segments of Kiefer Road and New River Blvd. in exchange for Transportation Development Fee Credits
LOCATION:	The north side of Kiefer Road approx. 1 mile from Curley Rd.

Location Map



Location Map- Village F

FIGURE PH-1: PASADENA HILLS AREA PLAN BOUNDARY



LEGEND

VOPH Boundary

Map Created By:

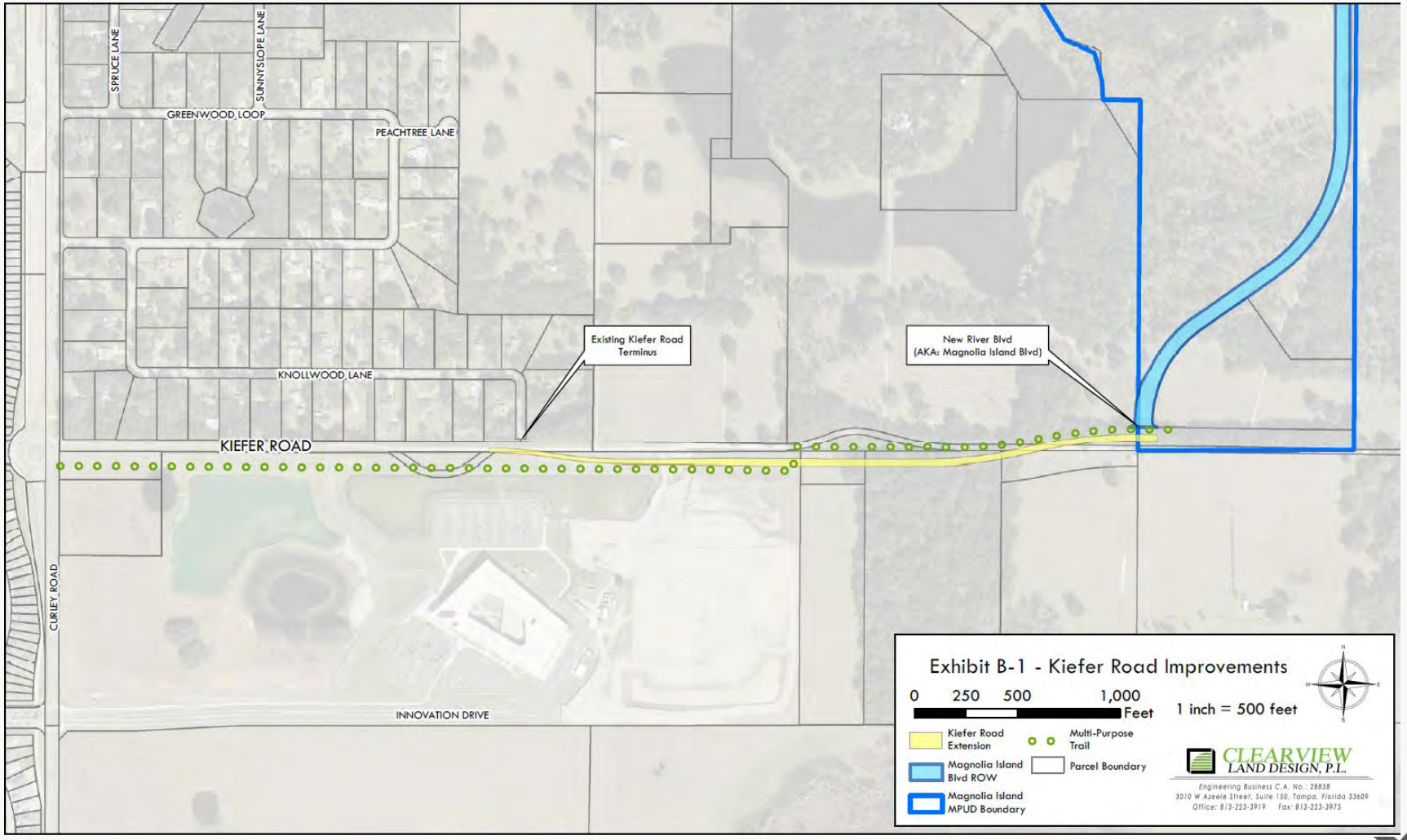
HEIDT DESIGN
www.heidtdesign.com

0 5,000 10,000
Feet

Source: Heidt Design, Pasco County, Pasco County PAO, FDOT
Date of Source Data: January 3, 2020

Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may render accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

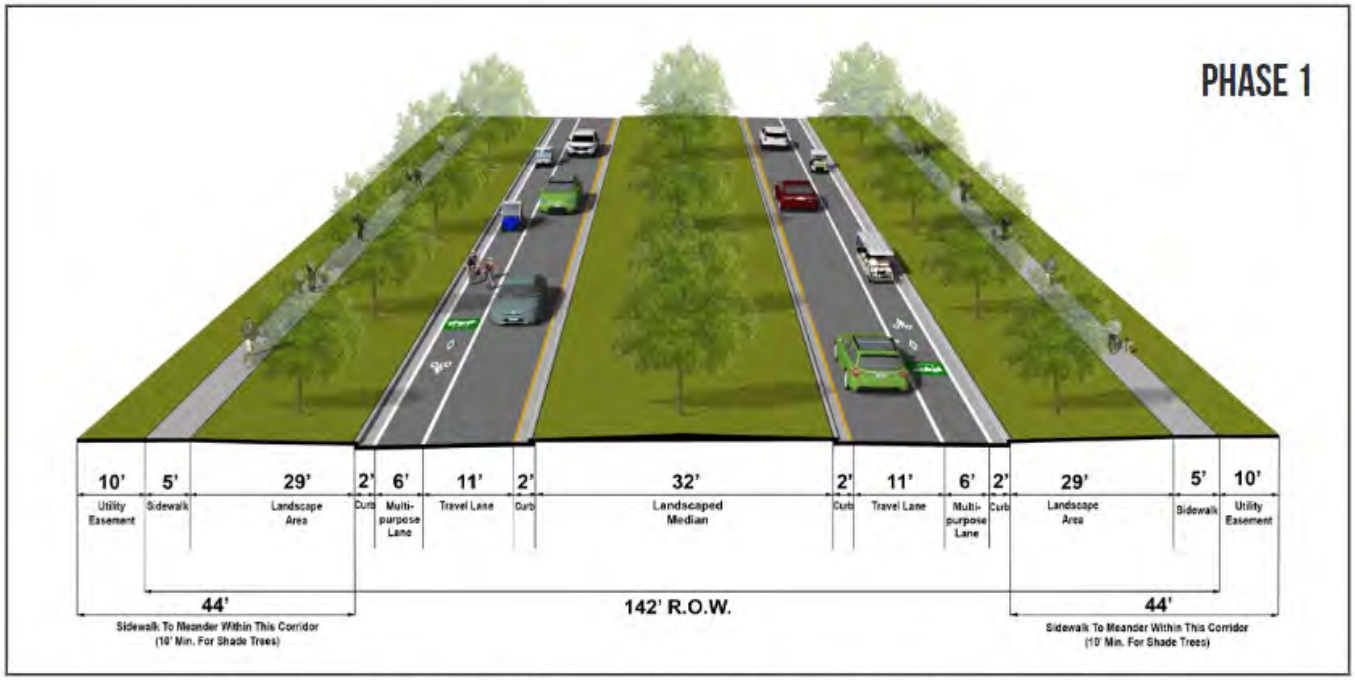
Exhibit Kiefer Road Improvements



142AA Typical Section

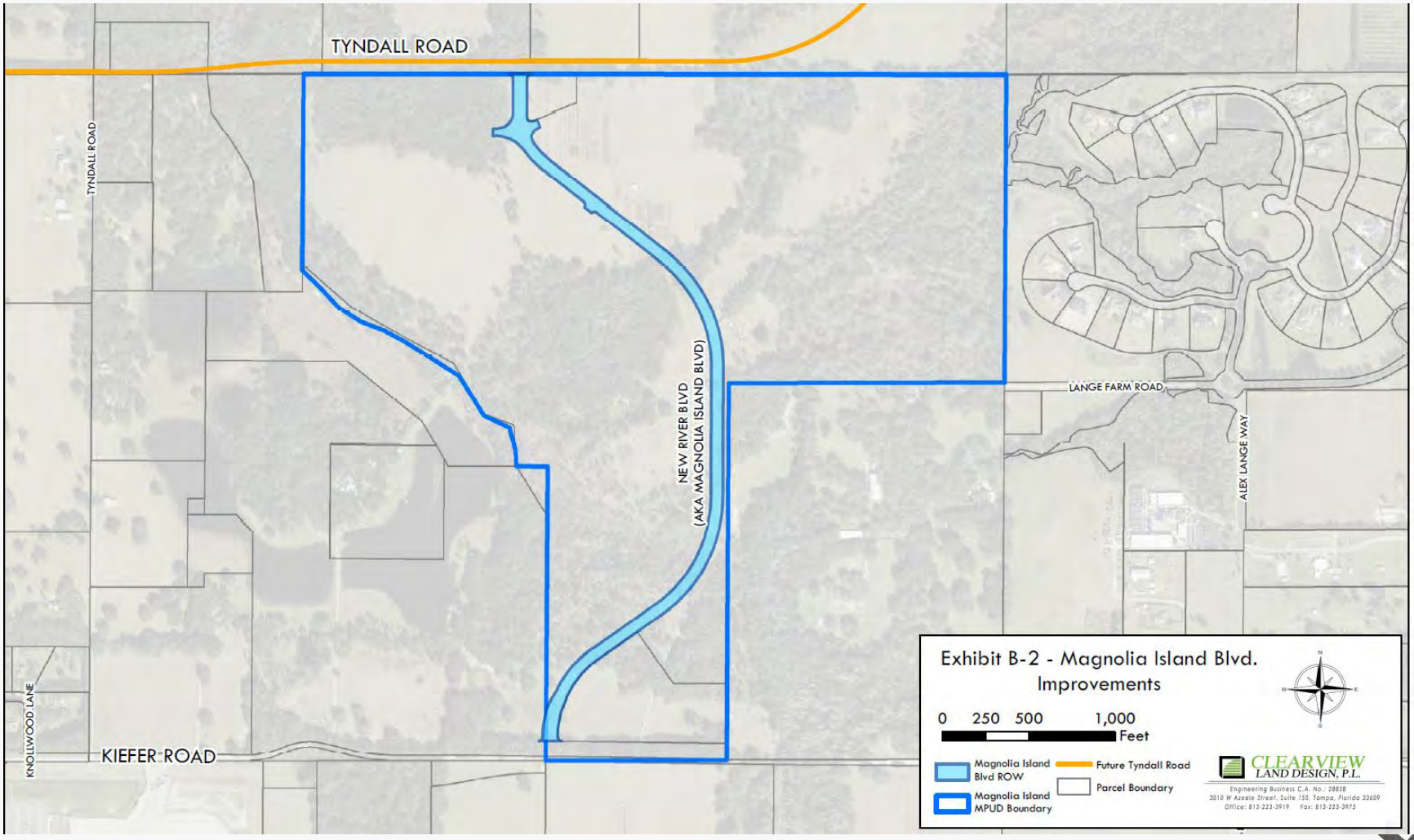
TYPICAL ROADWAY SECTIONS

142AA

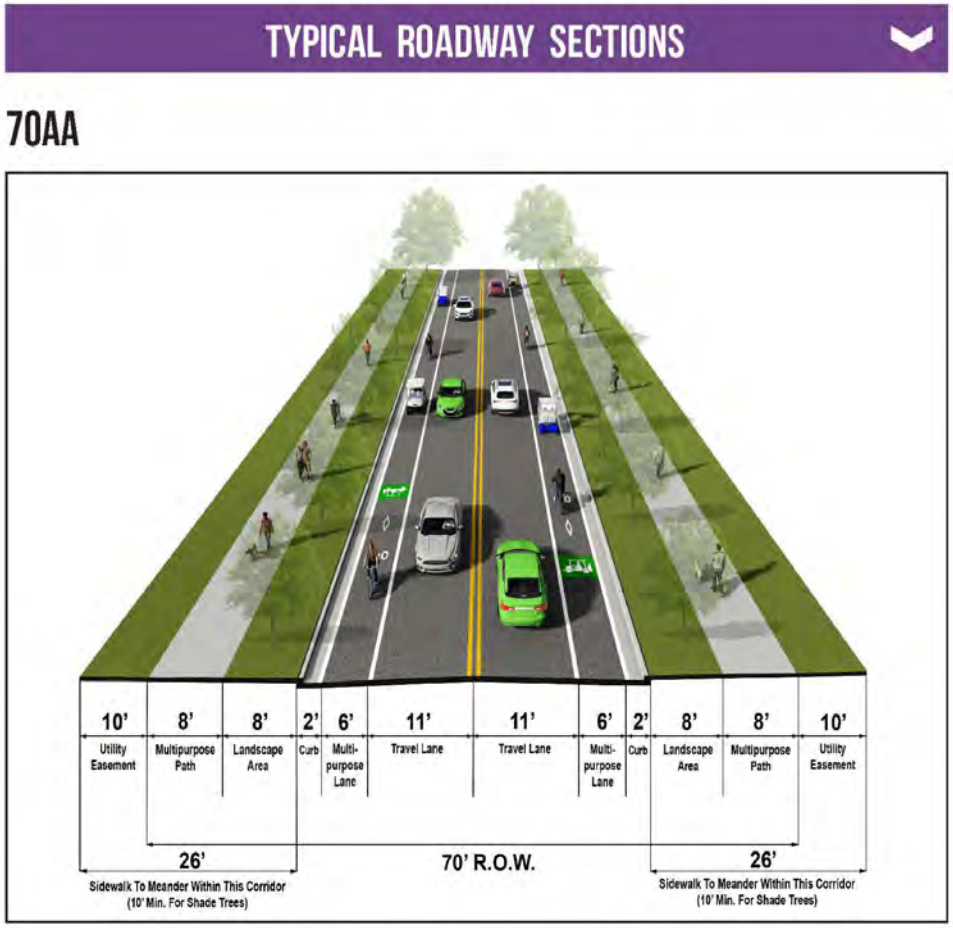


142' ROW 2 LANE DIVIDED W/ MULTIPURPOSE LANES

Exhibit New River Blvd. Improvements



70AA Typical Section



70' ROW 2 LANE UNDIVIDED W/ MULTIPURPOSE LANES

Recommendation

Recommendation of Approval to the BCC.


PASCO
COUNTY FLORIDA
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VILLAGES OF PASADENA HILLS PLANNING AND POLICY COMMITTEE

June 18, 2025

Dade City

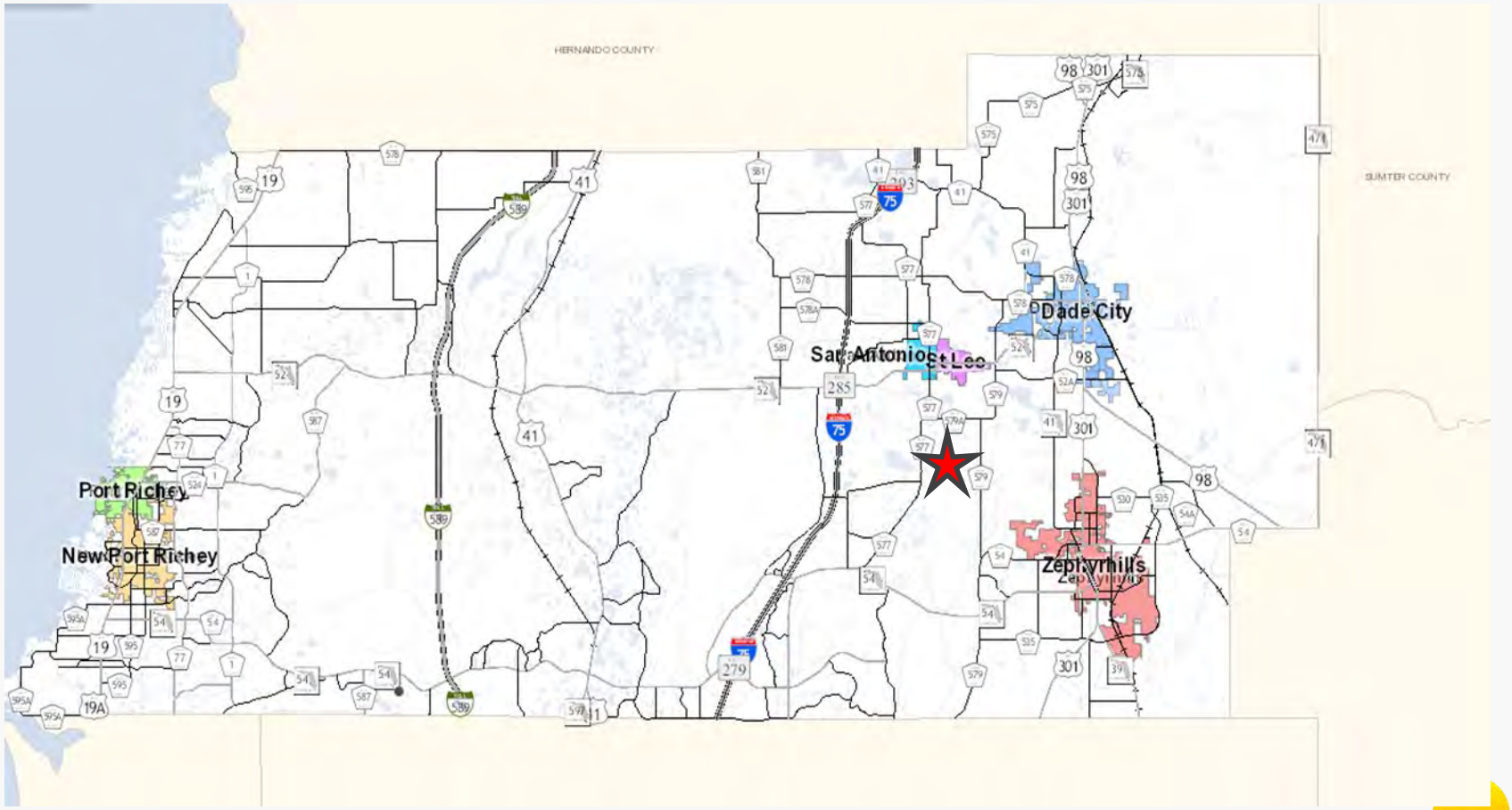
PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PDE25-7776: Old Pasco Road MPUD

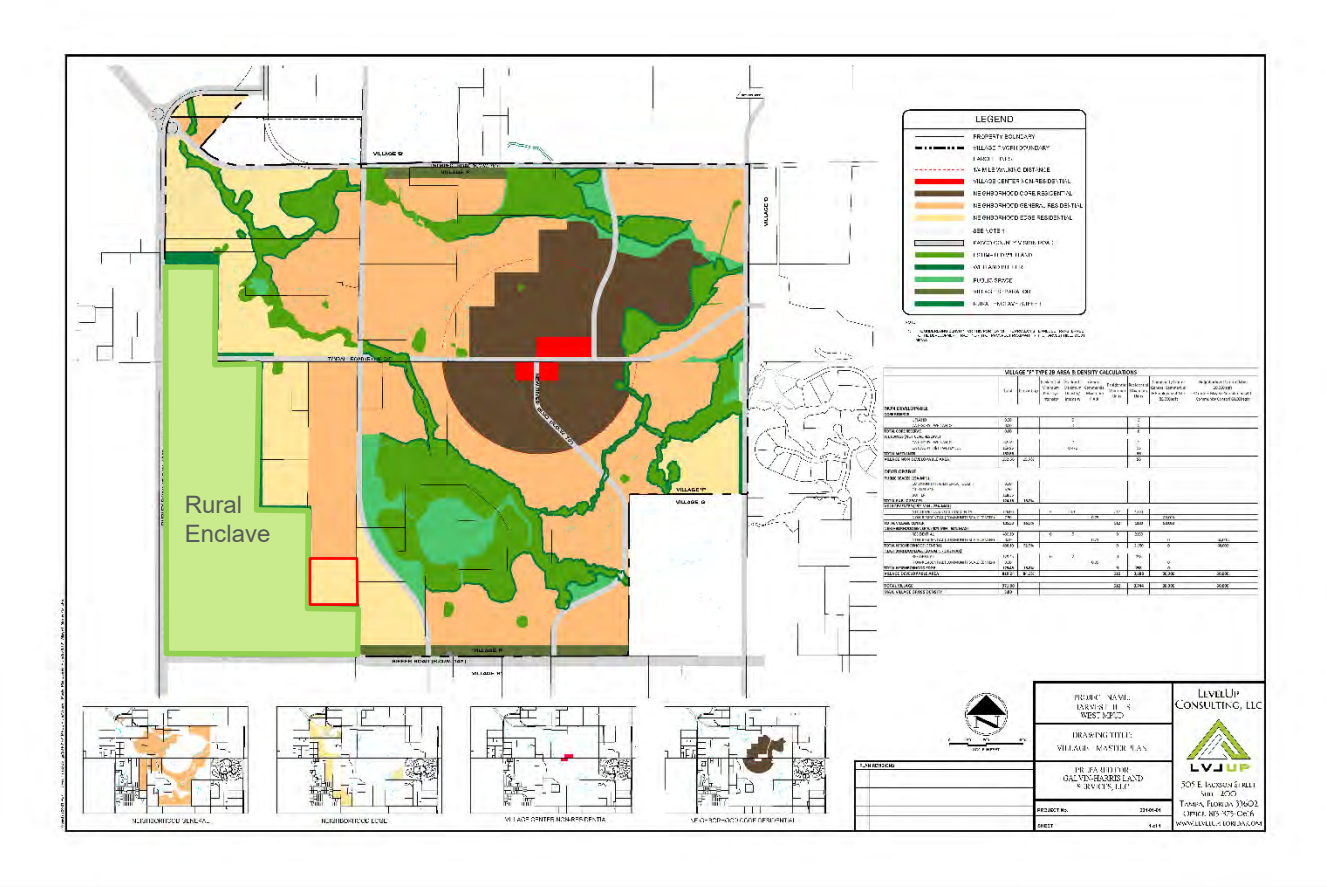
PROJECT OVERVIEW

PROPOSAL:	Zoning Amendment
REZONING FROM:	A-C Agricultural
REZONING TO:	MPUD Master Planned Unit Development
PURPOSE:	To allow for the maximum development of 20 single family detached units on approximately 18.36 acres
LOCATION:	Approximately 640 feet north of Kiefer Road and a quarter-mile east of Curley Road

Location Map



Village F Master Plan



Aerial



RZ-7851
A-C TO MPUD-VOPH

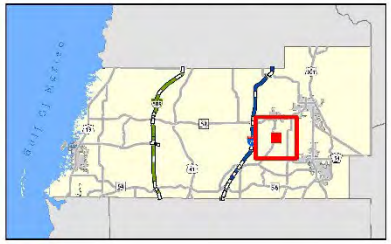
23-25-20-0000-01100-0020

RONALD J & ELIZABETH
SCHATZBERG/
SCHATZBERG MPUD
PO BOX 10644
TAMPA, FL 33679

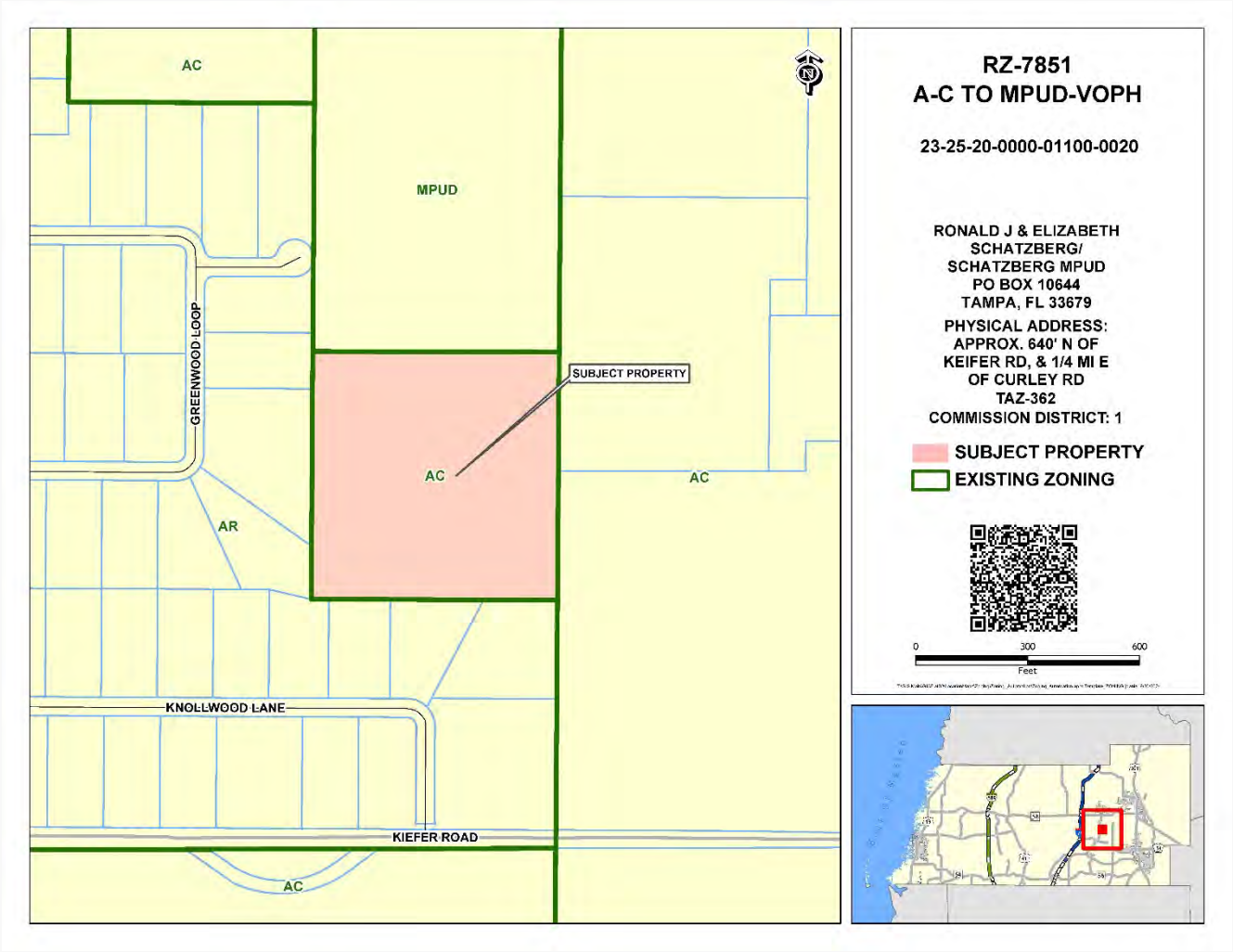
PHYSICAL ADDRESS:
APPROX. 640' N OF
KEIFER RD, & 1/4 MI E
OF CURLEY RD
TAZ-362
COMMISSION DISTRICT: 1

SUBJECT PROPERTY

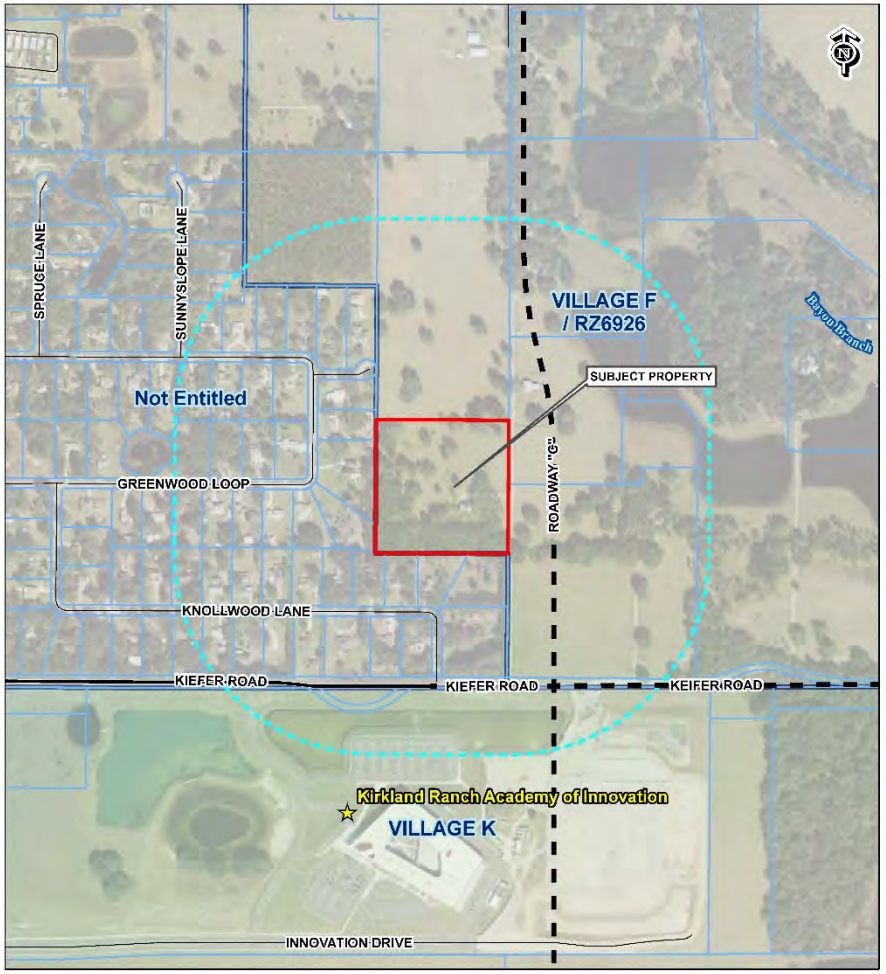
0 300 600
Feet



Zoning Map


AC
MPUD
GREENWOOD LOOP
SUBJECT PROPERTY
AC
AC
AR
KNOLLWOOD LANE
KIEFER ROAD
AC
RZ-7851
A-C TO MPUD-VOPH
23-25-20-0000-01100-0020
RONALD J & ELIZABETH SCHATZBERG/ SCHATZBERG MPUD
PO BOX 10644
TAMPA, FL 33679
PHYSICAL ADDRESS:
APPROX. 640' N OF KEIFER RD, & 1/4 MI E OF CURLEY RD
TAZ-362
COMMISSION DISTRICT: 1
SUBJECT PROPERTY
EXISTING ZONING
0
300
600
Feet

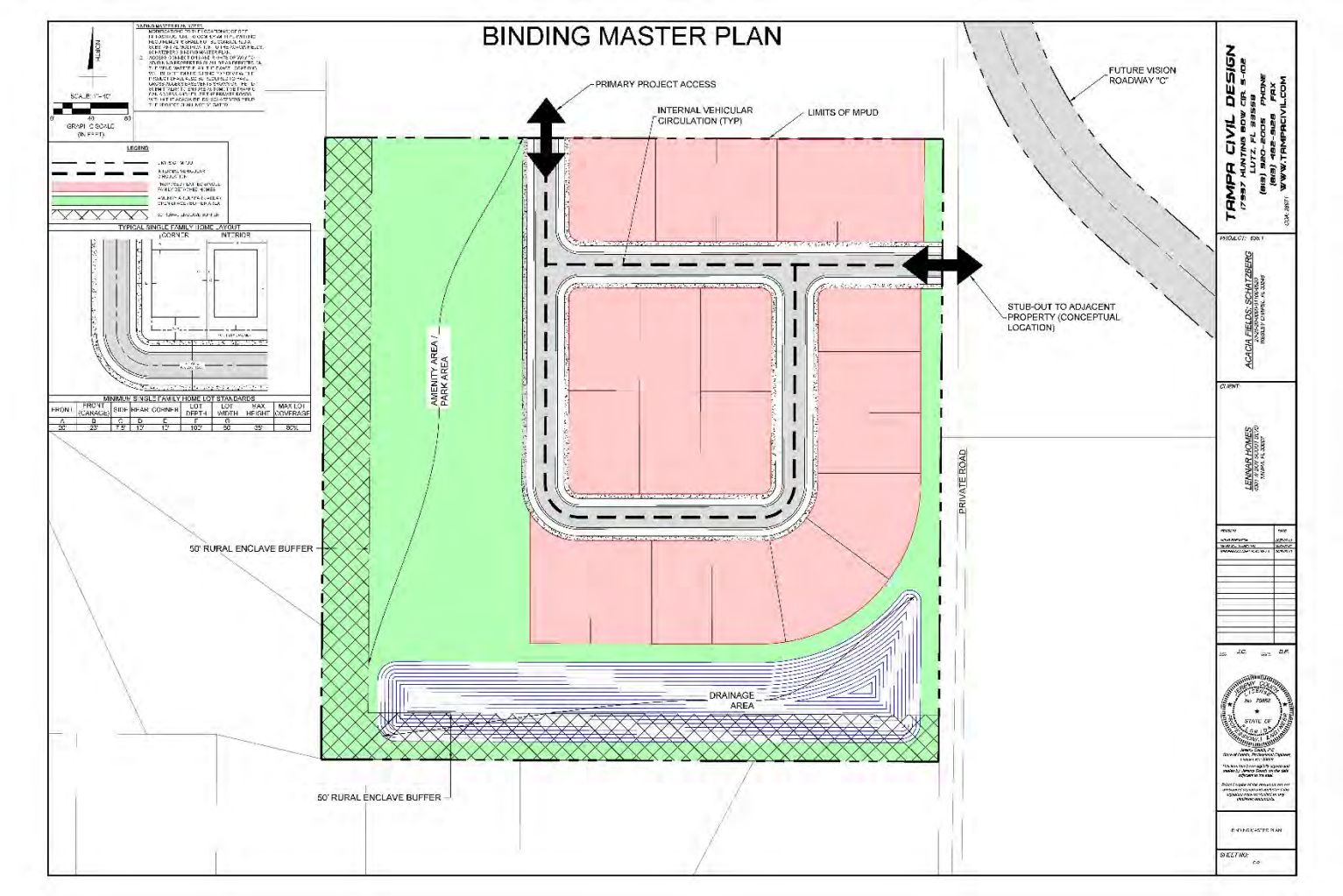
Context Map


SPRUCE LANE
SUNNYSLOPE LANE
VILLAGE F
/ RZ6926
Bevon Branch
SUBJECT PROPERTY
Not Entitled
ROADWAY "G"
GREENWOOD LOOP
KNOLLWOOD LANE
KIEFER ROAD
KIEFER ROAD
KEIFER ROAD
Kirkland Ranch Academy of Innovation
VILLAGE K
INNOVATION DRIVE


RZ-7851
A-C TO MPUD-VOPH
23-25-20-0000-01100-0020
RONALD J & ELIZABETH
SCHATZBERG/
SCHATZBERG MPUD
PO BOX 10644
TAMPA, FL 33679
PHYSICAL ADDRESS:
APPROX. 640' N OF
KEIFER RD, & 1/4 MI E
OF CURLEY RD
TAZ-362
COMMISSION DISTRICT: 1
Subject Property
Existing Collector
1000ft Buffer
Vision Collector
0
590
1,180
Feet



Binding Master Plan



Rural Enclave Buffer Illustration

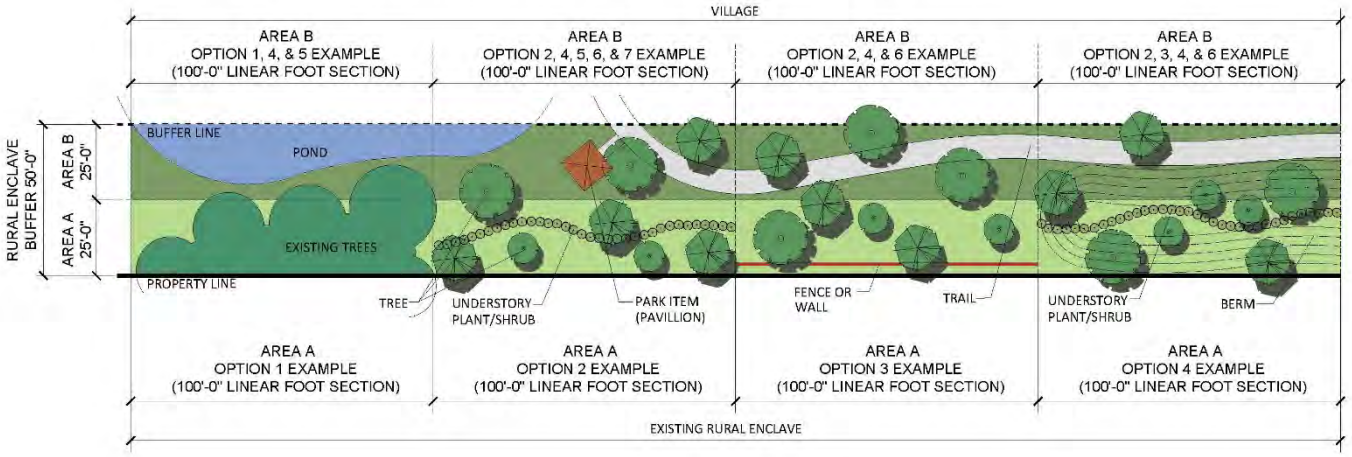
FIGURE PH-14: RURAL ENCLAVE BUFFER ILLUSTRATION

AREA A (BUFFER 85% OPACITY AT MINIMUM 6 FEET HEIGHT)
INCLUDING MINIMUM 8 TREES PER 100'-0" LINEAR FEET
(EXISTING TREES COUNT TOWARDS REQUIRED TREES)

OPTIONS FOR ACHIEVING REQUIREMENT:
1) EXISTING VEGETATION
2) PLANTING NATIVE AND/OR FLORIDA FRIENDLY VEGETATION ACHIEVING OPACITY AND HEIGHT REQUIREMENTS WITHIN 1 YEAR OF PLANTING
3) FENCE OR WALL
4) BERM AT A MAXIMUM OF 3 TO 1 SLOPE (CAN BE SPLIT BETWEEN AREA A AND B)

AREA B (OPEN SPACE)

1) EXISTING VEGETATION
2) OPTIONAL PLANTING NATIVE AND/OR FLORIDA FRIENDLY VEGETATION
3) OPTIONAL BERM AT A MAXIMUM OF 3 TO 1 SLOPE (CAN BE SPLIT BETWEEN AREA A AND B)
4) OPTIONAL GRASS AND/OR TURF PLANTINGS
5) OPTIONAL POND AND/OR DRAINAGE
6) OPTIONAL TRAILS
7) OPTIONAL PARKS



LDC Variation Requests

The applicant is also seeking the following variation from the LDC:

Variation from LDC Section 901.6.D.11. – Continuation of Existing Street Pattern and Street Access to Adjoining Property to not provide an interconnection to the south or west.

Recommendation

The Planning, Development, and Economic Growth Department and the Planning Commission Recommend Approval with Conditions


PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Villages of Pasadena Planning and Policy Committee

Emmett Evans, District 1
Paul Finora, District 2
Andrew Getz, District 3
Rod Lincoln, District 4
Dale Maggard, District 5
Andrew Pittman, At-Large
Mark A. Philmon, At-Large

Villages of Pasadena
Planning and Policy Committee Agenda
Wednesday, June 18, 2025
1:30 PM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Historic Pasco County Courthouse
Historic Board Room, 2nd Floor
37918 Meridian Avenue
Dade City, FL 33525

All electronic devices must be turned off while in the Board Room.

The Villages of Pasadena Planning and Policy Committee has final decision-making authority for Special Exceptions. Any person desiring to appeal a special exception to the Board of County Commissioners will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. All other decisions by the Villages of Pasadena Hills Advisory and Planning Committee are in the form of a recommendation to the Board of County Commissioners and are therefore not appealable. Appeals of special exceptions are limited to the testimony and evidence in the record, which means that new testimony and evidence outside the record cannot be considered during the appeal proceeding.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654; (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711

Call to Order

Moment of Silence

Pledge of Allegiance

Roll Call

Swearing In

Proof of Publication

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by attending in person. Citizens may also comment on items listed on the Agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items specific to the Villages of Pasadena Hills during Public Comment.

Consent

Public Hearing

PC1 Zoning Amendment (Consent) - *S*chatzberg MPUD – Ronald J. Schatzberg – Rezoning Request from A-C Agricultural District to MPUD Master Planned Unit Development District to Allow for the Development of 20 Single-Family Detached Lots and Associated Infrastructure on Approximately 10.09 Acres Located in The Villages of Pasadena Hills, Within Village F

File Number PDE25-7851
Comm. Dist. 1
Recommendation Approval with Conditions

PC2 Development Agreement (Consent) - Homes by West Bay, LLC. - To Design, Permit, Acquire Right of Way, and Construct a Portion of Kiefer Road and New River Boulevard in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

File Number PDE25-0202
Comm. Dist. 1
Recommendation Approve

Regular

Adjourn

VILLAGES OF PASADENA HILLS
PLANNING AND POLICY
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDE25-7851 **DATE:** 6/18/2025

SUBJECT: Zoning Amendment (Consent) - *S*chatzberg MPUD – Ronald J. Schatzberg – Rezoning Request from A-C Agricultural District to MPUD Master Planned Unit Development District to Allow for the Development of 20 Single-Family Detached Lots and Associated Infrastructure on Approximately 10.09 Acres Located in The Villages of Pasadena Hills, Within Village F

REFERENCES: All The Villages of Pasadena Hills Planning and Policy Committee (PPC) and Board of County Commissioner (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PPC at DC 5/21/25

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:
Recommend to the Board of County Commissioners approval of the rezoning request with conditions.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment – MPUD Master Planned Unit Development; Section 522 – MPUD Zoning District.

The proposed is a rezoning request from A-C Agricultural District to MPUD Master Planned Unit Development District to allow for the development of twenty (20) single family detached lots and associated infrastructure on approximately 10.09 acres located in the Villages of Pasadena Hills (VOPH), within Village F.

The applicant is seeking the following variations from the LDC:

1. Variation from LDC Section 901.6.D.11. – Continuation of Existing Street Pattern and Street Access to Adjoining Property to not provide an interconnection to the south or west.

STAFF VARIATION REQUEST(S) ANALYSIS:

1. The applicant is requesting a variation from LDC Section 901.6.D.11 to not provide an interconnection to the parcels to the south or west. To the south and west of the subject site is designated as a Rural Enclave within the Villages of Pasadena Hills Comprehensive Plan and includes existing single-family homes on one-to-two-acre lots. The applicant is required to construct a Rural Enclave buffer in accordance with *Policy FLU 6.5.6 Rural Enclave Buffer* and *Figure PH-14: Rural Enclave Buffer Illustration* to protect the rural neighborhoods from the interference of adjacent village development; providing a vehicular interconnection to the Rural Enclaves would disrupt the existing neighborhood and would contradict the intent of the required

Rural Enclave Buffer. The Planning, Development, and Economic Growth Department finds that the proposed variation meets or exceeds the intent of the LDC consistent with the VOPH Comprehensive Plan.

This agenda memo was prepared by: Gavin Covey CNU-A, Planner II

SITE DETAILS

The project is located in the Villages of Pasadena Hills, within Village F. Parcel ID: 23-25-20-0000-01100-0020

Commission District:	The Honorable Ronald E. Oakley
Project Name:	Schatzberg MPUD
Applicants' Name(s) :	Ronald J. Schatzberg
Current Zoning District:	A-C
Proposed Zoning District:	MPUD
Future Land Use (FLU) Classification:	VMU-2 (Village Mixed-Use Type 2B)
Water/Sewage:	Pasco/Pasco
Flood Zone:	X
Requested Entitlements:	20 Single Family Lots
Roads/Access:	Tyndall Road (Future, Public)

MPUD SURROUNDING CONDITIONS ANALYSIS

The following table outlines the approved MPUD entitlements within a 1-mile radius of the subject site.

MPUD Name	Entitlements
Magnolia Island	• 475 Residential Dwelling Units • 70,000 Square Feet of Commercial
Plazeweski	• 200 Single-family Detached/Attached Dwelling Units
Evans Nursery	• 1064 Residential Dwelling Units • 70,000 Square Feet of Non-Residential Uses

Boger Ranch	• 215 Single-Family Detached Dwelling Units
Epperson	• 1,603 Single Family Detached Dwelling Units, • 125 Age Restricted Single Family Detached Dwelling Units • 918 Single Family Attached Dwelling Units, • 550 Multifamily Units • 292,000 Square Feet of Retail • 577,000 Square Feet of Office/Medical/Hospital/University • 200 Hotel Rooms
Mirada	• 3,450 Single Family Detached Dwelling Units • 1,500 Age Restricted Single Family Detached Dwelling Units • 850 Single Family Attached Dwelling Units • 900 Multifamily Units, • 421,000 Square Feet of Retail • 287,200 Square Feet of Office/Medical/Hospital/University, and • 200 Hotel Rooms

SURROUNDING ZONING AND LAND USES			
	Zoning District	Future Land Use (FLU)	Existing Use
North	VMU-2 (Village Mixed Use -2)	MPUD (Master Planned Unit Development)	Single-Family Residential
South	RES-1 (Residential-1 du/acre)	A-R (Agricultural Residential)	Single-Family Residential
East	VMU-2 (Village Mixed Use -2)	A-C (Agricultural)	Single-Family Residential
West	RES-1 (Residential-1 du/acre)	A-R (Agricultural Residential)	Single-Family Residential

FINDING OF FACT

1. The subject site is located within Village F, a Type 2B village. A Type 2 Village permits the following uses: single-family and multifamily residential uses, community and neighborhood-scale commercial uses, office uses, university campuses, schools, and civic and public uses.
2. The subject site is adjacent to a Rural Enclave and is required to construct a Rural Enclave Buffer in accordance with Policy FLU 6.5.6 Rural Enclave Buffer and Figure PH-14: Rural Enclave Buffer Illustration.
3. The Schatzberg MPUD will have access through the existing Plazeweski MPUD to the north.
4. LDC Section 402.2.C.8 specifies that variations from this Code may be reviewed and approved by the PC and BCC during the public hearing held on any application for an MPUD zoning amendment and the BCC finds, in the particular case, that the proposed variation(s) meet(s) or exceed(s) the intent of the Code. The Planning, Development and Economic Growth Department (PDE) has reviewed the requested variation(s) and finds that they meet the intent of the LDC as noted.
5. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.

PRELIMINARY FEASIBILITY ANALYSIS

A preliminary feasibility analysis was conducted by the PDE. The following assessments/comments/conditions are derived from the various County departments and other agencies.

1. Timing and Phasing (T&P) and/or Substandard Road Analysis (SSRA): The PDE Transportation Planner is in agreement with the conditions of approval as included.
2. Pasco County Utilities (PCU): PCU noted that offsite improvements may be required to connect to potable, reclaimed, and waste water services.
3. Pasco Sheriff's Office (PSO): The PSO issued no comments on the proposal
4. Fire: Fire Services had no objections to the proposed rezoning
5. Emergency Management: The Emergency Management department had no objections to the proposed rezoning
6. School District: The School District noted that this development will be subject to school impact fees and a school concurrency review. Any project that exceeds the adopted Level of Service will be required to mitigate the impacts that are created by the development.
7. Parks, Recreation, and Natural Resources (PRNR): PRNR is in agreement with the conditions of approval as included.
8. Metropolitan Planning, Development Organization (MPO): The MPO provided no comments on the proposal.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:

Not applicable

ATTACHMENT(S):

1. PDE25-7851: Visuals
2. PDE25-7851: Exhibit A, B, C, and D
3. PDE25-7851: Schatzburg School Impact Analysis
4. PDE25-7851: Affidavit of Public Notice
5. PDE25-7851: Proof of Publication



RZ-7851
A-C TO MPUD-VOPH

23-25-20-0000-01100-0020

RONALD J & ELIZABETH SCHATZBERG/ SCHATZBERG MPUD
PO BOX 10644
TAMPA, FL 33679

PHYSICAL ADDRESS: APPROX. 640' N OF KEIFER RD, & 1/4 MI E OF CURLEY RD
TAZ-362
COMMISSION DISTRICT: 1

SUBJECT PROPERTY

0 300 600
Feet

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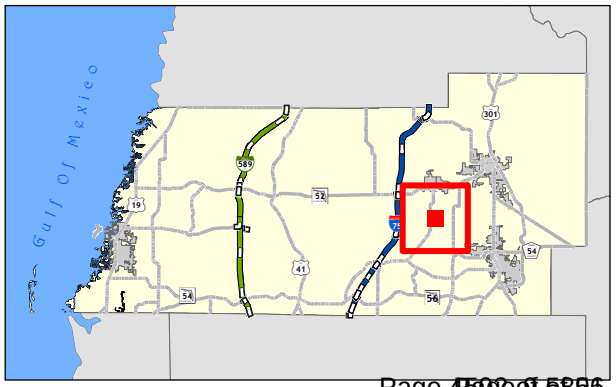

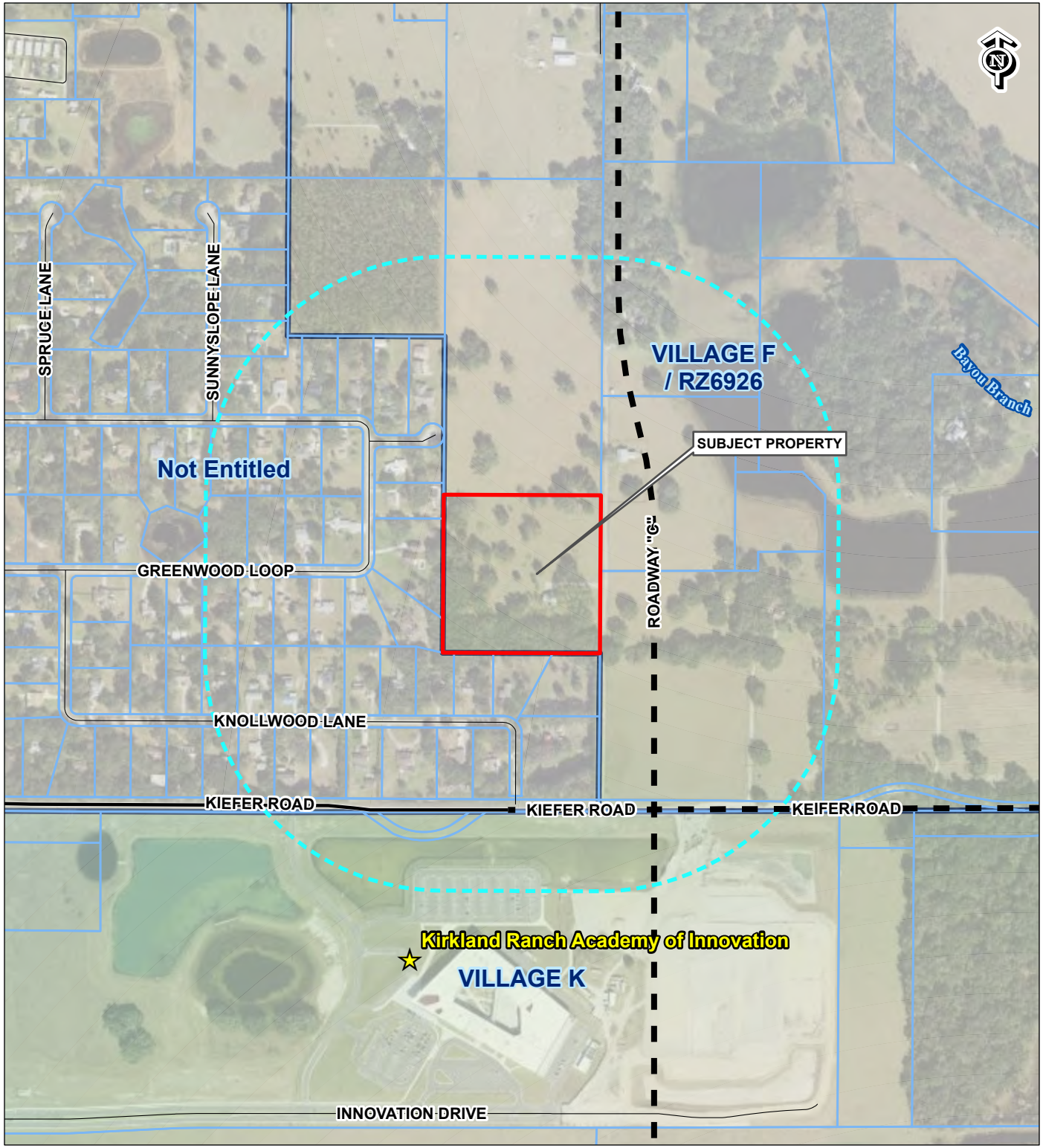

RZ-7851
A-C TO MPUD-VOPH

23-25-20-0000-01100-0020

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PO BOX 10644
TAMPA, FL 33679

PHYSICAL ADDRESS: APPROX. 640' N OF KEIFER RD, & 1/4 MI E OF CURLEY RD
TAZ-362
COMMISSION DISTRICT: 1

Subject Property — Existing Collector
1000ft Buffer — Vision Collector

0 590 1,180
Feet

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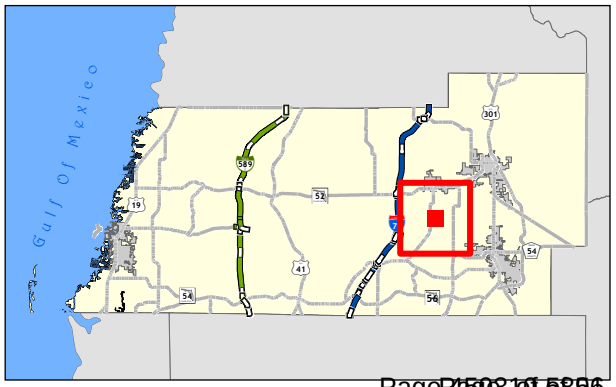

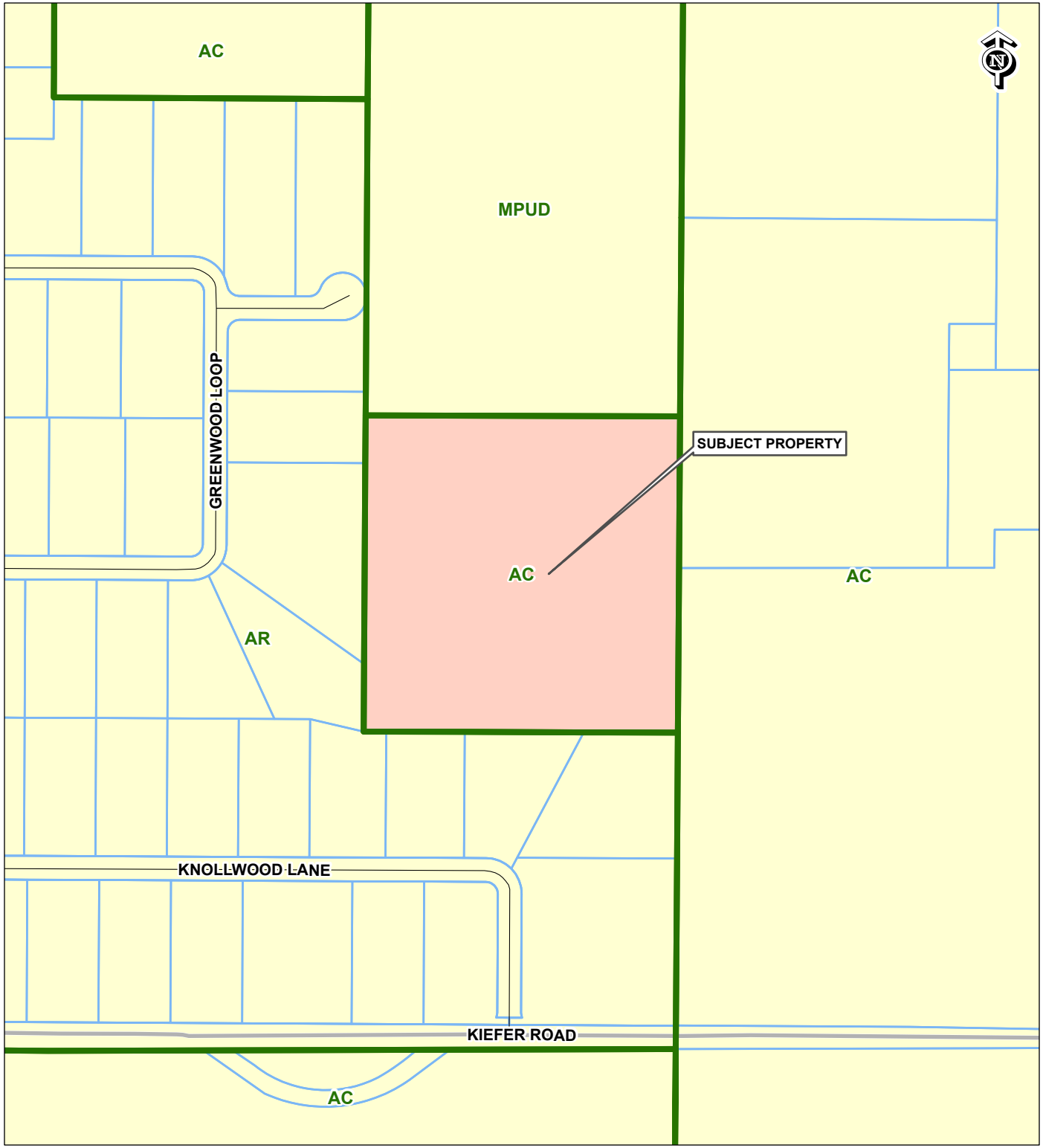

RZ-7851
A-C TO MPUD-VOPH

23-25-20-0000-01100-0020

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TAMPA, FL 33679

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TAZ-362
COMMISSION DISTRICT: 1

SUBJECT PROPERTY

EXISTING ZONING

0 300 600
Feet

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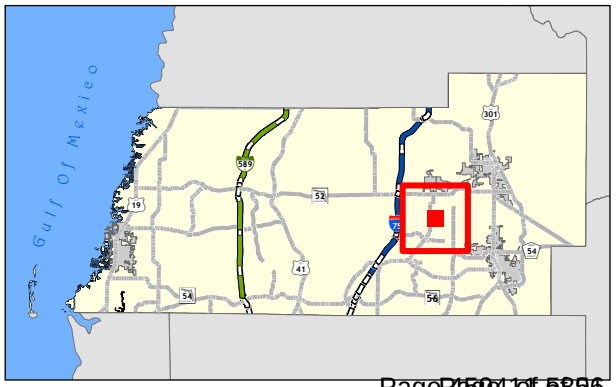

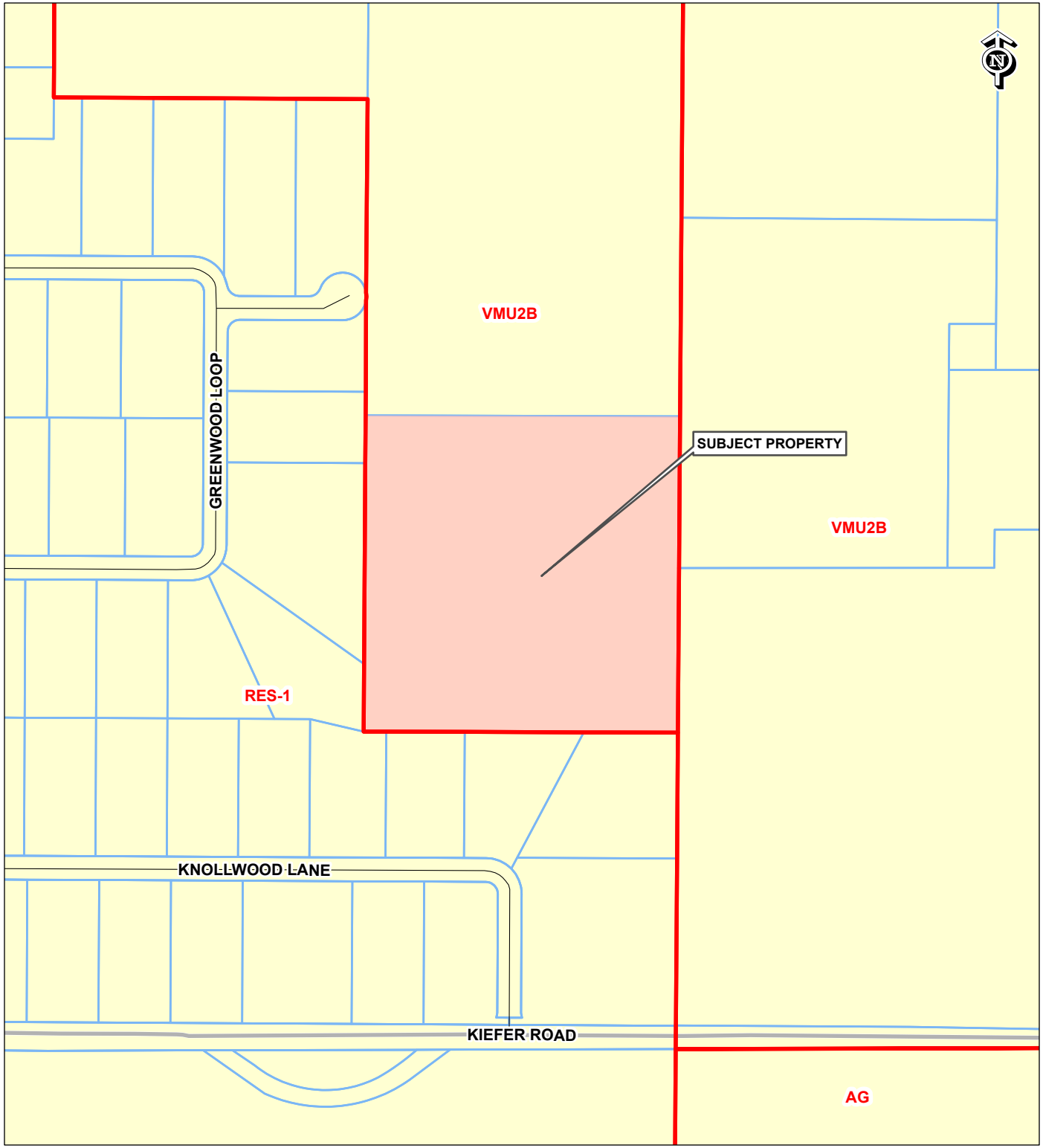

RZ-7851
A-C TO MPUD-VOPH

23-25-20-0000-01100-0020

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TAZ-362
COMMISSION DISTRICT: 1

SUBJECT PROPERTY
FUTURE LAND USE 2025

0 300 600
Feet

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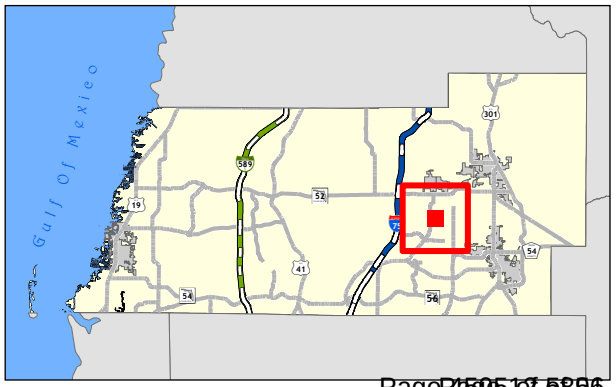

EXHIBIT A

LEGAL DESCRIPTION

SURVEYOR'S REPORT

MAP OF ALTA/NSPS LAND TITLE SURVEY AND BOUNDARY SURVEY:

THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

LEGAL DESCRIPTION: (SEE DATA SOURCES 2)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE S. 00 DEG. 00'17" E. ALONG THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 664.85 FEET TO A POINT ON THE BOUNDARY OF KNOLLWOOD ACRES AS PER THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 139-142, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE THE FOLLOWING TWO COURSES ALONG THE BOUNDARY OF SAID PLAT OF KNOLLWOOD ACRES: (1) S. 89 DEG 47'40" W., A DISTANCE OF 661.13; (2) N. 00 DEG. 03'08" W., A DISTANCE OF 664.51 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE DEPARTING THE BOUNDARY OF SAID PLAT, N 89 DEG. 45'52" E. ALONG SAID NORTH BOUNDARY, A DISTANCE OF 661.69 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4367, PAGE 141, OVER: THE WEST 35 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA.

ACCURACY:

1. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17 FAC), IS "COMMERCIAL/HIGH RISK". THIS SURVEY MEETS OR EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY WHICH IS 1 FOOT IN 10,000 FEET.
2. PRIMARY CONTROL POINT POSITIONS FOR THIS SURVEY WERE ESTABLISHED FROM A MINIMUM OF TWO (2) KNOWN FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATIONS (SEE PROJECT DATUM) USING GLOBAL POSITIONING SYSTEM METHODS (GPS) WITH REAL TIME KINEMATICS (RTK) SESSIONS. THE MAXIMUM POSITIONAL UNCERTAINTY OF THE PHYSICAL CONTROL POINTS IS COMPUTED TO BE 0.031 FEET (9.449 MILLIMETERS) USING THE ALGEBRAIC SUM MEAN OF THE PROCESSED POSITIONS.
3. HORIZONTAL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.

DATA SOURCES:

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING S89°51'06"E, AS SHOWN ON THE MAP OF SURVEY.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 11369286, COMMITMENT DATE: OCTOBER 11, 2023 AT 11:00 PM. THE LEGAL DESCRIPTION SHOWN HEREON IS AS IT APPEARS IN SAID COMMITMENT.
3. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THE RECORD DOCUMENTS SHOWN AND STATED HEREON, ALL OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.
4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THE PLAT OF KNOLLWOOD ACRES, AS RECORDED IN PLAT BOOK 12, PAGE 139, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.
5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THAT CERTAIN ALTA/NSPS LAND TITLE AND BOUNDARY SURVEY TITLE "PLAZEWSKI", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., JOB NUMBER 0595-0255, LATEST REVISION DATED 7-20-2023.
6. CERTIFIED CORNER RECORDS WERE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION LAND BOUNDARY INFORMATION SYSTEM WEB SITE (www.labins.org).
7. THE PARCEL AND RECORDING INFORMATION FOR ADJACENT PROPERTIES ARE PER THE PASCO COUNTY PROPERTY APPRAISER WEB SITE ON 10-11-2023.

LIMITATIONS:

1. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR/CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
2. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY OR MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. ORIGINAL FIELD WORK WAS COMPLETED ON 9-26-2023 AND IS CONTAINED IN FIELD BOOK 2182, PAGES 38-42. NO FIELD WORK WAS PERFORMED FOR REVISION 1 AND IS LIMITED TO UPDATED TITLE. FIELD WORK FOR REVISION 2 WAS COMPLETED ON 1-19-2024 AND IS CONTAINED IN FIELD BOOK 2182, PAGES 51-53 AND IS LIMITED TO ADDING WETLAND AND SEASONAL HIGH WATER DATA.
4. PRINTED DIMENSIONS SHOWN ON THE SURVEY SUPERSEDE SCALED DIMENSIONS. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.
5. CALCULATED (C) GEOMETRY SHOWN HEREON WAS CALCULATED USING FIELD LOCATED POINTS AND CERTAIN PUBLISHED DATA (SEE DATA SOURCES).
6. SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY.
7. SUBSURFACE FOUNDATIONS AND THEIR LOCATIONS HAVE NOT BEEN DETERMINED.
8. IRRIGATION EQUIPMENT AND/OR THEIR APPURTENANCES HAVE NOT BEEN LOCATED UNLESS OTHERWISE SHOWN ON THE MAP OF SURVEY.
9. THE LOCATIONS OF THE UNDERGROUND UTILITIES AND/OR THEIR APPURTENANCES WERE PERFORMED BY A FIELD SURVEY AND ONLY LOCATED AS SHOWN ON THE MAP OF SURVEY. ONLY THE UNDERGROUND UTILITIES AND/OR THEIR APPURTENANCES WHICH WERE VISIBLE FROM GROUND LEVEL TO THE SURVEYOR ON THE ACTUAL DAY OF THE FIELD SURVEY WERE LOCATED AND MAPPED. NO EXCAVATIONS OR SUBSURFACE WORK EFFORTS OF ANY KIND WERE PERFORMED BY THE SURVEYOR TO VERIFY THE EXISTENCE OF ANY UNDERGROUND UTILITIES AND/OR THEIR APPURTENANCES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES AND/OR THEIR APPURTENANCES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.
10. NO INFORMATION ON ADJOINING PROPERTY OWNERS WAS SUPPLIED TO THE SURVEYOR (SEE DATA SOURCES 7).
11. HORIZONTAL DIMENSIONS FROM BOUNDARY LINES TO LOCATED ITEMS WHICH USE SYMBOLS (SEE SYMBOLS LEGEND) ARE MEASURED TO THEIR CENTER.
12. THE LIMITS FOR THIS PROJECT WERE DETERMINED BY THE CLIENT.
13. THE LOT LINES SHOWN ADJACENT TO THE SUBJECT PROPERTY, WERE CALCULATED UTILIZING FIELD LOCATED POINTS TOGETHER WITH RECORD DOCUMENTS (AS REFERENCED ON THE MAP OF SURVEY). THE EXACT PARCEL BOUNDARY LINES ARE SUBJECT TO AN ACCURATE FIELD LAND BOUNDARY SURVEY.
14. A SCALE FACTOR OF 0.999961479 SHOULD BE CONSIDERED FOR GROUND EFFORTS.
15. BEARINGS, DISTANCES AND LOCATIONS OF MONUMENTS ARE FIELD MEASURED UNLESS OTHERWISE NOTED AS CALCULATED OR WITH QUADRANT TIES.
16. THE SUBJECT PROPERTY APPEARS TO LIE WITHIN FLOOD ZONE X; PER FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 12101C0267F, COMMUNITY: PASCO COUNTY, NUMBER: 120230, PANEL: 0267, SUFFIX: F, MAP EFFECTIVE ON SEPTEMBER 26, 2014.
17. THE FLOOD INSURANCE RATE MAP ZONE LINES SHOWN ARE APPROXIMATE. AN ACCURATE ZONE LINE DETERMINATION SHOULD BE MADE BY THE PREPARER OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS PRIOR TO ANY JUDGMENTS BEING MADE FROM THE ZONE LINES AS SHOWN. THE ABOVE REFERENCED FEDERAL EMERGENCY MANAGEMENT AGENCY MAP STATES IN THE NOTES TO THE USER THAT: (a) "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE. THE COMMUNITY MAP REPOSITORY SHOULD BE CONSULTED FOR POSSIBLE UPDATED OR ADDITIONAL FLOOD HAZARD INFORMATION."; (b) "FLOOD ELEVATIONS ON THIS MAP ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. THESE FLOOD ELEVATIONS MUST BE COMPARED TO STRUCTURE AND GROUND ELEVATIONS REFERENCED TO THE SAME DATUM."; AND (c) "FOR INFORMATION REGARDING CONVERSION BETWEEN THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND THE NORTH AMERICAN VERTICAL DATUM OF 1988, VISIT THE NATIONAL GEODETIC SURVEY WEBSITE AT http://www.ngs.noaa.gov OR CONTACT THE NATIONAL GEODETIC SURVEY
18. WETLAND FLAGS AND SEASONAL HIGH WATER DATA WAS DETERMINED BY ECOLOGICAL CONSULTING SOLUTIONS UTILIZING FLAGGING AND SET NAILS AND WAS FIELD LOCATED BY FLORIDA DESIGN CONSULTANTS, INC. ON 1-19-2024. NO REPORT OR SKETCH WAS PROVIDED TO THIS SURVEYOR.

APPARENT PHYSICAL USE:

THE SUBJECT PROPERTY APPEARS TO BE PARCEL LAND WITH IMPROVEMENTS AS SHOWN ON THE MAP OF SURVEY.

BOUNDARY INCONSISTENCIES:

ANY ANGULAR AND/OR DIMENSIONAL DISCREPANCIES BETWEEN THE LEGAL DESCRIPTION(S) AND THE FIELD LOCATED OCCUPATION BOUNDARY CORNERS, AND BOUNDARY CORNERS WITH MULTIPLE BOUNDARY MONUMENTS ALONG WITH THEIR CORRESPONDING QUADRANT DIRECTIONAL MISSES, ARE SHOWN ON THE MAP OF SURVEY.

EASEMENTS/RIGHT-OF-WAYS:

1. SEE DATA SOURCES 2.
2. SEE LIMITATIONS 2.
3. THE SUBJECT PROPERTY HAS DIRECT ACCESS TO KIEFER ROAD VIA THE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 4367, PAGE 141 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AS SHOWN ON THE MAP OF SURVEY.

THE FOLLOWING ARE PER SCHEDULE B-II, OF THE COMMITMENT REFERENCED IN DATA SOURCES 2: [THE FOLLOWING NUMBERS CORRESPOND WITH SAID COMMITMENT]

1-4 ITEMS 1-4 ARE NOT SURVEY MATTERS

5. TERMS, PROVISIONS AND CONDITIONS OF THE CERTIFICATE OF ESTABLISHING WATER BASIN BOUNDARIES OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT RECORDED DECEMBER 29, 1961 IN OFFICIAL RECORDS BOOK 190, PAGE 79, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. [AFFECTS THE SUBJECT PROPERTY IN A BLANKET NATURE]
6. INTENTIONALLY DELETED.
7. INTENTIONALLY DELETED.
8. GRANT OF EASEMENT RECORDED JULY 9, 1996 IN OFFICIAL RECORDS BOOK 3597, PAGE 1662, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. (AS EASEMENT PARCEL) [MAY BENEFIT SUBJECT PROPERTY A SHOWN ON THE MAP OF SURVEY]
9. TERMS, PROVISIONS AND CONDITIONS IN THE GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4367, PAGE 141, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. [AFFECTS SUBJECT PROPERTY AS SHOWN ON THE MAP OF SURVEY]
10. THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY JARED T. PATENAUDE FOR FLORIDA DESIGN CONSULTANTS, INC. FIELD DATED SEPTEMBER 26, 2023 UNDER JOB NO. 0595-0271, SHOWS: [AFFECTS THE SUBJECT PROPERTY AS SHOWN ON THE MAP OF SURVEY]
    A) OVERHEAD UTILITY WIRES, WITHOUT THE BENEFIT OF AN EASEMENT. (FEE & EASEMENT PARCELS)
    B) WOOD WALL, COLUMNS, GATE & KEY PAD LIES WITHIN THE EASEMENT IN OFFICIAL RECORDS BOOK 4367, PAGE 141.
    C) ANY ADDITIONAL ENCROACHMENTS, IF ANY, AFFECTING THE EASEMENT IN OFFICIAL RECORDS BOOK 4367, PAGE 141, BELOW THE LOT 15, KNOLLWOOD ACRES IN PLAT BOOK 12, PAGE 139.

NOTE FOR INFORMATIONAL ONLY:

A) AGREEMENT TO CONVEY REAL PROPERTY FOR RIGHT OF WAY FOR KIEFER ROAD WITH PASCO COUNTY RECORDED IN OFFICIAL RECORDS BOOK 8984, PAGE 1. [DOES NOT AFFECT SUBJECT PROPERTY]

NOTES:

1. THE SUBJECT PROPERTY IS CONTIGUOUS WITH, AND HAS LEGAL AND PHYSICAL ACCESS TO THAT CERTAIN EASEMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4367, PAGE 141, WHICH IS LIES CONTIGUOUS WITH THE PUBLICLY DEDICATED RIGHT-OF-WAY FOR KIEFER ROAD, WITHOUT GAP, GORE OVERLAP OR HIATUS.
2. THE SOUTH AND WEST LINES OF THE SUBJECT PROPERTY ARE CONTIGUOUS WITH THE EASTERLY LINE OF THAT CERTAIN PLAT REFERENCED IN DATA SOURCES 4, WITHOUT GAP, GORE, OVERLAP OR HIATUS.
3. THE NORTH LINE OF THE SUBJECT PROPERTY IS CONTIGUOUS WITH THAT CERTAIN PROPERTY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4253, PAGE 1474, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA (PLAZEWSKI)
4. NO RECENT EARTH MOVING WORK WAS OBSERVED AT THE TIME OF SURVEY.

PROJECT DATUM:

HORIZONTAL:

BEARINGS AND COORDINATES (IN U.S. SURVEY FEET) ARE BASED ON NATIONAL GEODETIC SURVEY (NGS), STATE PLANE COORDINATES, FLORIDA WEST ZONE, NORTH AMERICAN DATUM 1983/2011 ADJUSTMENT.

FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATIONS UTILIZED:

1. ZEPHYRHILLS (ZEFR): RECEIVER TYPE/SERIAL#: LEICA GRI0 / 1701986; ANTENNA TYPE/SERIAL#: LEICA AR20 / 1626017; RECORDING RATE: 1s. (NORTHING = 1415483.5273, EASTING = 603153.9017);
2. DADE CITY (FLDC): RECEIVER TYPE/SERIAL#: LEICA GRIO / 1704222; ANTENNA TYPE/SERIAL#: LEIAR10 / 18341008; (NORTHING = 1,465,759.37500, EASTING = 595,768.57973)

AS PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION WEBSITE. (http://www.dot.state.fl.us).

VERTICAL:

ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM, 1988 ADJUSTMENT (NAVD 88)

CONTROL BENCHMARKS UTILIZED:

1. A FOUND 12" DIAMETER CONCRETE MONUMENT W/ FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DISK, STAMPED "L 679 2007", DESIGNATED BY NGS AS "L 379", ELEVATION = 124.58 (NAVD 88) FEET.

AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY WEB SITE. (http://ngs.noaa.gov)

PREPARED FOR:

LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

CERTIFIED TO:

- LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- CALATLANTIC NATIONAL TITLE SOLUTIONS
- LWL LAW, PLLC, A FLORIDA PROFESSIONAL LIMITED LIABILITY COMPANY
- CHICAGO TITLE INSURANCE COMPANY
- RONALD SCHATZBERG AND ELIZABETH SCHATZBERG

2021 ALTA/NSPS CERTIFICATION:

TO LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY; CALATLANTIC NATIONAL TITLE SOLUTIONS; LWL LAW, PLLC, A FLORIDA PROFESSIONAL LIMITED LIABILITY COMPANY; CHICAGO TITLE INSURANCE COMPANY; AND RONALD SCHATZBERG AND ELIZABETH SCHATZBERG:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8 AND 16 OF TABLE A THEREOF.

_____ DATE OF PLAT OR MAP:_____

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA
jpatenaude@fldesign.com

Section 23, Township 25 South, Range 20 East,
County of Pasco, State of Florida



VICINITY MAP
NOT TO SCALE

ABBREVIATIONS LEGEND

AC	= Acres	FND	= Found	PID	= Permanent Identification Number
A/C	= Air Conditioner	FN&D	= Found Nail and Disk	℄	= Property Line
ADW	= Asphalt Driveway	FFE	= Finished Floor Elevation	PLS	= Professional Land Surveyor
ADS	= Advance Drainage Systems	FN&TT	= Found Nail and Tin Tab	POB	= Point of Beginning
ASPH	= Asphalt	FOP	= Found Open End Iron Pipe	POC	= Point of Commencement
B/C	= Back of Curb	FPB	= Electric Power Box	POL	= Point on Line
BCCM	=Board of County Commissioners Minutes Book	FPC	= Electric Power Company	PRM	= Permanent Reference Monument
BFPD	= Back Flow Prevention Device	FPP	= Found Pinched Iron Pipe	PSM	= Professional Surveyor and Mapper
BLDG	= Building	FRRS	= Found Railroad Spike	PT	= Point of Tangency \ Point
BNDY	= Boundary	FT	= Feet	PVC	= Polyvinyl Chloride
BWF	= Barb Wire Fence	F/T	= Fence Tie	(R)	= Recorded Data
(C)	= Calculated Data	FXC	= Found X-cut	RCP	= Reinforced Concrete Pipe
C/C	= Covered Concrete	G/A	= Guy Wire Anchor	RLS	= Registered Land Surveyor
CCOL	= Coastal Construction Control Line	GE	= Grate Elevation	RNG	= Range
CCR	= Certified Corner Record	GI	= Grate Inlet	R/W	= Right of Way
CDW	= Concrete Driveway	GV	= Gas Valve	S	= South
CI	= Curb Inlet	HWF	= Hog Wire Fence	SCM	= Set Concrete Monument, 4"x4", PRM LB 6707
℄	= Center Line	ID	= Identification	SCM(W)	= Set Concrete Monument, 4"x4", FDC LB 6707 WITNESS PT
CLF	= Chain Link Fence	IE	= Invert Elevation	SEC	= Section
CM	= Concrete Monument	INV	= Invert	SHW	= Seasonal High Water Elevation
CMP	= Corrugated Metal Pipe	LB	= Corporate Certification Number	SIR	= Set 5/8"Iron Rod and Cap, FDC LB 6707
CO	= Clean out	LP	= Light Pole	SIR(W)	= Set 5/8"Iron Rod and Cap, FDC LB 6707 WITNESS PT
CONC	= Concrete	LS	= Licensed Surveyor	SMH	= Sanitary Manhole
COR	= Corner	MAS	= Masonry	SN&D	= Set Nail and Disk, FDC LB 6707
CPB	= Condo Plat Book	MES	= Mitered End Section	SN&D(W)	= Set Nail and Disk, FDC LB 6707 WITNESS PT
C/S	= Concrete Slab	MH	= Manhole	SQ	= Square
C/T	= Curb Tie	MHW	= Mean High Water	SR	= State Road
DB	= Deed Book	MOL	= More or Less	STY	= Story
DCVA	= Double Check Valve Assembly	N	= North	SWFWMD	= Southwest Florida Water Management District
DNR	= Department of Natural Resources	N/C	= No Cap	S/W	= Sidewalk
DEPT	= Department	N/F	= Not Found	TBM	= Temporary Benchmark
DIA	= Diameter	NAD	= North American Datum	TOB	= Top of Bank
DIP	= Ductile Iron Pipe	NAVD	= North American Vertical Datum	TRAV	= Traverse
DMH	= Drainage Manhole	NGS	= National Geodetic Survey	(TYP)	= Typical
E	= East	NGVD	= National Geodetic Vertical Datum	TWP	= Township
ECMP	= Elliptical Corrugated Metal Pipe	NP	= Normal Pool Elevation	U/P	= Utility Pole
EL	= Elevation	(NR)	= Non Radial	VCP	= Vitrified Clay Pipe
EOW	= Edge of Water	O/A	= Overall	W	= West
E/P	= Edge of Pavement	O/H	= Overhang	W/	= With
ERCP	= Elliptical Reinforced Concrete Pipe	OHW	= Overhead Wire	W/F	= Wood Fence
ESMT	= Easement	ORB	= Official Record Book	WM	= Water Meter
ET AL.	= And Others	(PA)	= Property Appraisers Map Data	WUP	= Wood Utility Pole
(F)	= Field Data	PB	= Plat Book	W/T	= Wall Tie
FCM	= Found Concrete Monument	PC	= Point of Curvature	WV	= Water Valve
FDOT	= Florida Department of Transportation	PCED	= Pinellas County Engineering Department	xx°	= Degrees
FH	= Fire Hydrant	PACED	= Pasco County Engineering Department	xx'	= Minutes (Bearings)
FIR	= Found Iron Rod and Cap	PCSD	= Pinellas County Survey Department	xx"	= Seconds (Bearing)
FN	= Found Nail	PACSD	= Pasco County Survey Department	xx'	= Feet (Distances)
FNC	= Fence	PCP	= Permanent Control Point		
		PG(S)	= Pages		
		PI	= Point of Intersection		

SYMBOLS LEGEND

- = Aerial Target
- = Bench Mark
- SPS = Cable TV Point Stripe
- = Cable TV Box
- = Communications Manhole
- = Concrete Light Pole
- = Concrete Post
- = Concrete Utility Pole
- = Drainage Manhole
- = Electric Box
- = Electric Manhole
- FPOPS = Electric Power Point Stripe
- = Electric Power Pedestal
- = Fire Hydrant
- = Flag Pole
- = Gas Line Marker
- = Gas Filler Cap
- = Gas Valve
- = Gas Meter Box
- GLPS = Gas Line Point Stripe
- = Grate Inlet
- = Telephone Manhole
- = Telephone Pedestal
- = Telephone Marker
- = Guy Anchor
- = Light Pole
- = Mail Box
- = Metal Post
- = Monitoring Well
- = Parking Meter
- RWPS = Reclaimed Water Point Stripe
- = Reclaimed Water Box
- = Reclaimed Water Valve
- = Sanitary Sewer Manhole
- = Sanitary Cleanout
- SANPS = Sanitary Sewer Point Stripe
- = Sanitary Sewer Valve
- = Section Corner
- = Siamese Connection
- = Sign
- = Sprinkler Control Box
- = Sprinkler Head
- STMPS = Storm Water Point Stripe
- = Traffic Signal Box
- = Traffic Signal Pole
- WPS = Water Line Point Stripe
- = Water Meter
- = Water Valve
- = Wood Utility Pole
- = Wood Light Pole
- = Wood Post
- 25.25 = Point of Elevation
- 25.2' = Calculated Dimension from Structure to Boundary / Right-of-Way Line

LINETYPE LEGEND

- = Boundary Line
- = Center Line
- = Easement Line
- = Edge of Water
- = Jurisdictional Line
- = Right-Of-Way Line
- = Section Line
- = Top Bank or Top of Berm
- = Toe of Slope or Grade Break

DOCUMENT LEGEND

- (C) = CALCULATED DATA
- (L) = LEGAL DATA (SEE LEGAL DESCRIPTION)
- (P) = PLAT DATA
- (D) = DEED DATA
- (F) = FIELD DATA

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED. THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER. ANY COPIES OF THE REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

JOB NO.	DRAWN
0595-0271	RCW3
DWG	CHECKED
1126	JTP
FIELD SURVEY DATE	QC
9-26-2023	RCW3
SCALE	
NONE	

NO.	DATE	REVISIONS
2	1-19-2024	ADDED WETLAND AND SEASONAL HIGH WATER DATA
1	11-1-2023	UPDATED TITLE

PROJECT NAME: SCHATZBERG
SHEET NAME: ALTA/NSPS LAND TITLE SURVEY AND BOUNDARY SURVEY
SURVEYOR'S REPORT AND LEGENDS
PREPARED FOR: LENNAR HOMES, LLC

FLORIDA DESIGN CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —
20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638
PHONE: (813) 252-1047 FAX: (727) 846-6818 WWW.FLDESIGN.COM L.B. NO.6707

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SHEET 1 OF 2

Section 23, Township 25 South, Range 20 East,
County of Pasco, State of Florida

N

0 25 50 100

1" = 50'

CENTER OF SEC 23-25S-20E
FN&D HEIDT LB 148
COR: 112288

S89°54'43"E (F) 1986.80' (F)
S LINE OF THE NE 1/4 OF SEC 23-25S-20E
N LINE OF THE SE 1/4 OF SEC 23-25S-20E

N:1440223.76
E:568463.78

FIR 5/8" DC
JOHNSON & ASSC.
LB 4514
CORNER OF CONC TIE 4.3'W
BUILDING OVERHANG TIE 2.7'W
6" CLF F/T 2.8'W
4" HWF F/T 0.7'N

23-25-20-0000-01100-0000
PLAZEWSKI WALTER T & RUTH K
NO PHYSICAL ADDRESS LISTED ON PROPERTY APPRAISER
ORB 4253, PG 1474

(BEARING BASIS)
N89°45'52"E (L) 661.69' (L)
S89°51'06"E (L) 661.41' (L)
N BNDY OF THE SE 1/4 OF SEC 23-25S-20E (L)

FCM 3"X3" NO ID
NE COR OF SEC 23-25S-20E
NW COR OF SEC 24-25S-20E
COR: 61850

E LINE OF THE NE 1/4 OF SEC 23-25S-20E
W LINE OF THE NW 1/4 OF SEC 24-25S-20E

1328.79' (F)
N00°24'32"E 2657.50' (F) (O/A)

FOP 1"
NE COR OF THE SW 1/4 OF THE NW 1/4 OF SEC 24-25S-20E

1328.70' (F)

POB (L)
NE COR OF THE SE 1/4 OF SEC 23-25S-20E (L)
FIR 5/8" DC
JOHNSON & ASSC.
LB 4514
COR: 50602
E/P TIE 17.3'E
4" PVC F/T 0.0%, 0.5'W
4" HWF F/T 0.6%, 0.7'W

S LINE OF THE SW 1/4 OF THE NW 1/4 OF SEC 24-25S-20E
N LINE OF THE NW 1/4 OF THE SW 1/4 OF SEC 24-25S-20E

35.00' (L,C) EASEMENT PER ORB 4367, PG 141
W 35' OF THE NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SEC 24-25S-20E (L)
[8] EASEMENT – ORB 3597, PG 1662
[9] TERMS, PROVISIONS AND CONDITIONS – ORB 4367, PG 141

LOT 41 (P)

23-25-20-0010-00000-0410
HAWLEY SHARON IRENE
32552 GREENWOOD LOOP

150.00' (P) & (C)
99.83' (F)
COVERED CONC
6" CLF
F/T 6.1'W
6" PVC FNC
F/T 55.8'
F/T 0.4'E
FOP 1"
FNC CROSSES E

LOT 40 (P)

S00°02'59"W (P)
N00°03'08"W (L) 664.51' (L)
N00°22'10"E (F) 664.40' (F) (O/A)
BNDY OF KNOLLWOOD ACRES, PB 12, PG 139 (L)
150.00' (P)
4" BWF

23-25-20-0010-00000-0390
VIEU MARCIA A
32548 GREENWOOD LOOP

23-25-20-0000-01100-0020
SCHATZBERG RONALD J & ELIZABETH
NO PHYSICAL ADDRESS LISTED ON PROPERTY APPRAISER
ORB 4367, PG 135

SUBJECT PROPERTY
439,451 SQUARE FEET OR 10.088 ACRES, MORE OR LESS

NE 1/4 OF THE NE 1/4 OF SEC 23-25S-20E (L)

ACREAGE

UPLAND:	9.927
SURFACE WATER:	0.161
TOTAL ACREAGE:	10.088

SURFACE WATER POINTS (SEE LIMITATIONS #18)		
DESCRIPTION	NORTHING	EASTING
SW1-1	1439925.30'	568,519.31'
SW1-2	1439891.02'	568,523.86'
SW1-3	1439798.17'	568,521.53'
SW1-4	1439768.94'	568,496.38'
SW1-5	1439783.03'	568,478.24'
SW1-6	1439876.59'	568,477.89'
SW1-7	1439876.60'	568,461.80'
SW1-8	1439888.22'	568,461.74'
SW1-9	1439890.67'	568,478.68'
SW1-10	1439924.03'	568,481.64'
SW1-11	1439951.26'	568,499.04'

SW1-11
SW1-1
SW1-10
SURFACE WATER LINE (SEE LIMITATIONS #18)
N:1439888.20
E:568461.62
SW1-9
SW1-8
SW1-7
SW1-2
N:1439876.60
E:568461.54
SW1-6
SEASONAL HIGH WATER 1-1
EL=109.71'(NAVD88)
SEASONAL HIGH WATER 1-3
EL=109.40'(NAVD88)
SEASONAL HIGH WATER 1-2
EL=109.94'(NAVD88)
SW1-3
SW1-5
SW1-4
DITCH
272.11' (P)
421.82' (F)
4" BWF

KNOLLWOOD ACRES
PB 12, PG 139

LOT 39 (P)

TOB CROSSES E

FIR 1/2" BROWN LB 3555

LOT 38 (P)
23-25-20-0010-00000-0380
HUEBNER DENNIS J & MARILYN J
32544 GREENWOOD LOOP

142.00' (P)
142.66' (F)
4" BWF

TOB CROSSES E
DITCH
(C)
47.54'
6" PVC FNC
FCM 4"X4" NO ID
NW COR OF THE SE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SEC 23-25S-20E
4" BWF TIE 7.5'N, 8.9'E
6" PVC F/T 0.7'S
N:1439559.38
E:568459.50
FIR 5/8" (0.49'S)
165.05' (C)
4" BWF
DITCH
FOP 1"
BNDY OF KNOLLWOOD ACRES, PB 12, PG 139 (L)
S89°46'37"E (F) 660.59' (F) (O/A)
S89°47'40"W (L) 661.13' (L)
N89°53'31"E (P) 660.68' (P)
F/T 3.3'N
249.79' (F)
4" BWF
DITCH
FOP 1"
TOB CROSSES E
198.22' (F)
4" BWF
DITCH

KNOLLWOOD ACRES
PB 12, PG 139

LOT 19 (P)
23-25-20-0010-00000-0190
CAMPBELL BARBARA L & MILLER KENNETH
32839 KNOLLWOOD LANE

LOT 18 (P)
23-25-20-0010-00000-0180
PAIGE NATHAN L
32901 KNOLLWOOD LANE

LOT 17 (P)
23-25-20-0010-00000-0170
DOME JAMES G
32913 KNOLLWOOD LANE

LOT 16 (P)

LOT 15 (P)
23-25-20-0010-00000-0151
GLASBRENNER CALVIN & LINDA
NO PHYSICAL ADDRESS LISTED ON PROPERTY APPRAISER

24-25-20-0000-00200-0011
GLASBRENNER CALVIN LOUIS & GLASBRENNER LINDA TITUS
NO PHYSICAL ADDRESS LISTED ON PROPERTY APPRAISER

4" HWF
4" PVC FNC
318.89' (C)
S00°00'17"E (L) 664.85' (L)
E BNDY OF THE SE 1/4 OF SEC 23-25S-20E (L)
S00°26'25"W (F) 665.27' (F) (O/A)
2-OHW

FIR 5/8" DC
JOHNSON LB 4514
(0.42'E)
4" W/F ON E
COLUMN
GATE
COLUMN
KEY PAD
MAIL TUBE
GRASS
E/P
WOOD COVER W/ WELL
1-OHW
ROAD TIE 1.4'W
CRUSHED ASPHALT ROAD
F/T 1.3'W
ROAD TIE 1.2'W
F/T 1.2'W
429.4'
428.6'
COVERED CONC & SCREEN ENCLOSURE
30.27'
29.91'
29.61'
19.78'
50.05'
10.55'
(2) WATER SPIGOTS
WOOD DECK
182.1'
182.3'
1 STY WOOD BUILDING
WOOD SHED
WALL
413.1'
414.0'
222.0'
220.5'
4" W/F 0.4'E
FCM 4"X4" NO ID
NE COR OF THE SE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SEC 23-25S-20E
E/P TIE 10.7'E
4" PVC F/T 1.6%, 0.2'W
4" HWF F/T 1.8%, 0.7'W
4" BWF F/T 0.7'W
F/T 1.6'W
WOOD WALL
24" CMP
WOOD WALL
WALL TIE 0.6'E
TOB TIE 1.2'S
TOB CROSSES E
N:1439556.80
E:569120.08
15.00' DRAINAGE EASEMENT (P)

24-25-20-0000-00200-0000
SKINNER MARY ANN REVOCABLE TRUST
SKINNER MARY ANN & JOHN COUNCIL & WALTER D TRUSTEES
33129 KIEFER ROAD

4" HWF
4" PVC FNC
346.38' (C)
2-OHW

35.00' (L,C) EASEMENT PER ORB 4367, PG 141
W 35' OF THE NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SEC 24-25S-20E (L)
[8] EASEMENT – ORB 3597, PG 1662
[9] TERMS, PROVISIONS AND CONDITIONS – ORB 4367, PG 141

±30'+/- TO KIEFER ROAD

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED, THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. REPRINT OF THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

JOB NO	0595-0271
DRN	1126
FIELD SURVEY DATE	9-26-2023
SCALE	1"=50'
DRAWN	RCW3
CHECKED	RCW3
QC	JTP

NO.	DATE	REVISIONS
2	1-19-2024	ADDED WETLAND AND SEASONAL HIGH WATER DATA
1	11-1-2023	UPDATED TITLE

PROJECT NAME
SCHATZBERG

SHEET NAME
ALTA/NSPS LAND TITLE SURVEY AND BOUNDARY SURVEY
MAP OF SURVEY

PREPARED FOR
LENNAR HOMES, LLC

FLORIDA DESIGN CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —
20926 AMBERFIELD DRIVE, SUITE 201 LAND O LAKES, FLORIDA 34638
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SHEET 2 OF 2

J:\1126\Design\Surveys\Boundary\1126_Schatzberg_ALTA-SVY2_mop.dwg — Jan 24, 2024 @ 3:38pm — sstroud

EXHIBIT B

CONDITIONS OF APPROVAL

SHATZBERG MPUD
MASTER PLANNED UNIT DEVELOPMENT CONDITIONS OF APPROVAL REZONING PETITION NO. RZ-7851

Master Development Plans

1. Development shall be in accordance with the plans and information submitted in July 2024 and January 2025; the Land Development Code (LDC); and the Comprehensive Plan unless otherwise stipulated or modified herein.

   Development shall substantially conform to the conceptual plan attached as Exhibit D ("Binding Master Plan"). The County Administrator or designee is hereby delegated authority to interpret and apply the Binding Master Plan to the PDP/PSP/Construction Plans for each phase or parcel, provided the substantive intent and purpose of the Binding Master Plan is achieved. So long as the PDP/PSP/Construction Plans are deemed in substantial conformance with the Binding Master Plan, a non-substantial or a substantial modification is not required. However, if the PDP/PSP/Construction Plans materially deviate from the Binding Master Plan, as determined by the County Administrator or designee, a substantial modification to this MPUD shall be required.

Environmental

2. If during construction activities any evidence of the presence of State or Federally protected plant and/ or animal species is discovered, Pasco County and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

3. The applicant shall provide a 100% gopher tortoise burrow survey conducted according to FFWCC guidelines, the FFWCC gopher tortoise relocation permit and FFWCC accepted after action report prior to issuance of site development placard. If site construction does not commence within 90 days from the date of the most recent 100% gopher tortoise survey or capture activities, a new gopher tortoise burrow survey must be completed to ensure gopher tortoises have not moved in and, if found, a valid permit must be obtained, amended, or acted on to capture and relocate all tortoises prior to commencing any site clearing.

4. Suitable nest cavities for the Southeastern American Kestrel were observed within the project area. All suitable nest cavities shall be surveyed for kestrel activity during the breeding season (March 1 to July 31). All potential nesting cavities shall be identified, recorded, and clearly identified in the field. The applicant shall abide by current FFWCC permitting guidelines and provide documentation from FFWCC that they are in conformance with the guidelines prior to issuance of site development placard.

5. The upland buffer line shall be clearly field demarcated prior to any construction activities. No construction activities, including clearing, grading, or grubbing, shall occur within the Wetland Upland Buffer unless otherwise approved by the County and as depicted on the County-approved construction plans for the project.

6. A copy of the SWFWMD Environmental Resources Permit (ERP) shall be submitted to the Pasco County Project record prior to issuance of site development placard.

Open Space/Buffering

7. Landscape Buffers shall be constructed in accordance with section 905.2 of the LDC unless an alternative standard is approved at the time of Site Plan Review.

8. Except for those neighborhood park elements depicted on the Binding Master Plan, specific review and approval of the Land Development Code (LDC), Section 905.1, Neighborhood Parks, will be conducted at PDP/ PSPs submittal. At the time of the PDP/PSPs submittal, a park plan shall be provided, which shall depict the location, acreage, dimension, type (mini-park, neighborhood park, linear park, trails etc.) and planned amenities of each neighborhood park area in accordance with the compliance of current LDC 905.1

9. The developer(s) shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the State of Florida, Secretary of State, and/or, if approved, by the BCC or State of Florida, a Community Development District (CDD). The association(s) or District(s) shall encompass the entire boundaries of the MPUD except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board). The developer(s) shall convey in fee simple to the association(s) or the CDD(s), for ownership and maintenance, open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special-purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association(s) as well, but only to the CDD(s) if such special power, pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowners'/property owners'/condominium owners'/merchants' association(s) or CDD documents, including Articles of Incorporation with proof of being filed with the State of Florida, Secretary of State, restrictive covenants, and all exhibits shall be submitted to the Survey Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD that funded such improvements as applicable.

10. The developer/builder shall provide the appropriate number of trees per lot pursuant to Table 905.2-C located in the LDC, Section 905.2.D.1.a. If the developer/builder is unable to provide the appropriate number of trees on the lot due to easement(s) or other

constraints as determined by the County Administrator or designee, then the developer/builder may plant the tree(s) in common area(s). If trees are proposed to be moved to a location within any County rights-of-way, a Street Tree Plan submittal and review per LDC requirements will be necessary. If common area is not available, then the developer/builder shall pay into the tree mitigation fund at the rate established by resolution of the BCC (Resolution 08-284, as amended) as follows: $50.00 per inch, but not to exceed $500.00 for each residential unit, or $500.00 for each 2,000 square feet of the first floor building area for non-residential development pursuant to Section 802.3.C. of the LDC.

11. A Rural Enclave Buffer is required on the western and south boundary of this MPUD and shall be in accordance with Attachment A "Rural Enclave Buffer Illustration." The Rural Enclave Buffer shall be installed prior to the first record plat. Area A will consist of a 6-foot solid fence, in addition to any required landscaping outlined in Attachment A.

12. Street Tree Planting and/or Front Yard Tree Planting:

    a) Each front-loaded single-family detached lot shall have a minimum of two trees on or in front of the lot, one of which may be in the side or back yard and one of which must be in the front of the home but may be either a street tree (in front of the lot) or a lot tree (in the lot front yard).

Transportation/Circulation

13. The MPUD was found exempt from Timing and Phasing as the proposed rezoning to develop 20 Single Family Detached dwellings would result in a gross trip difference less than 50 peak hour trips. Any development of land use(s) that generate(s) greater traffic impacts than those assumed shall require a Timing and Phasing Analysis utilizing a methodology approved by the County. In addition, where the Timing and Phasing Analysis assumes retirement, age restricted, 55 and older, or 62 and older housing, prior to approval of each plat, the developer shall comply with LDC Section 1302.1.D. If the developer fails to timely provide the required covenants or deed restrictions, or fail to comply with such covenants or deed restrictions, the developer shall be required, in addition to any County remedies set forth in the County-approved covenants/deed restrictions, to submit a traffic study without any reduction in trip generation based on retirement, age restricted, 55 and older, or 62 and older housing; and additional approvals within the development shall be held in abeyance until the County approves the updated traffic study and determines the appropriate transportation mitigation. The PC, BCC, or County Administrator or designee, may impose additional conditions on the applicant or developer based on the County-approved Timing and Phasing Analysis.

14. The entire project must be platted, prior to the expiration of this MPUD, outlined in condition 62.

15. All alternative transportation facilities which contain vehicular travel lanes for golf carts, autonomous vehicles and/or low-speed vehicles, shall be owned and maintained by a

HOA and/or CDD. The applicable entity shall govern the rules and regulations applicable to such vehicle use on any alternative transportation facility paths, multipurpose trails, alleys, or streets which are not County public roadways.

16. The design, construction and use of any street or roadway authorized as a permitted road for golf carts or low-speed vehicles by resolution within VOPH shall include the installation of traffic control, signage, and other safety features as required therein for such alternative vehicle use. Pursuant to Chapter 316.212 (1), Florida Statutes and Pasco County Resolution No. 21-086, the HOA and/or CDD shall post appropriate signs indicating that golf cart use is allowed on all such permitted roads.

Access Management

17. The access points shown on the master plan are conceptual only. Permanent placement of each access point shall be determined at the time of review with the corresponding PSP/PDP and shall meet established access-management criteria. Based on the corresponding PSP/PDP, County Administrator, or designee, may impose additional conditions on the applicant/developer.

18. Prior to approval of the first record plat containing any of the following improvements, the developer shall construct, or bond site-access improvements unless (a) determined otherwise at the time of PDP/PSP review based on a subsequent access management analysis provided by the Developer for the specific parcel or phase or (b) constructed by others:

- a 170-foot eastbound right turn lane at the Plazewski MPUD project access on to Tyndall Road
- a 195-foot westbound left turn lane at the Plazewski MPUD project access on to Tyndall Road
- Allendale Street from Tyndall Road to the northern boundary of the Schatzberg MPUD.

19. At each PDP/PSP approval, the County Engineer, or designee, may also require site-specific internal or external intersection improvements. Intersection improvements shall be in accordance with the LDC and Access Management Standards as amended.

20. All roads that will be used to access public-purpose sites, such as public school, park, library, and fire rescue sites (as determined by the School Board, Parks and Recreation Department, Libraries Services Department, Fire Rescue Department, or the Planning Commission (PC), as applicable) shall be public roadways and constructed in accordance with applicable County/Florida Department of Transportation (FDOT) design, construction, and signage standards; e.g., Chapter 316, Florida Statutes, and *Manual of Uniform Traffic Control Devices* standards. Such roadways shall be deeded in fee simple to the County or the FDOT, as applicable, prior to or concurrent with the first record plat containing such roadways.

Dedication of Right-of-Way

21. Street connections and rights-of-way to adjoining areas, as shown on the MPUD Master Plan, shall be provided to give access to such areas and/or to provide for proper traffic circulation as determined necessary at the time of PDP approval. Those streets that are required to ensure adequate traffic flow to and through the land are to remain public and shall not be gated.

22. In the case of private streets, and any amenities within those rights-of-way such as paths, trails, sidewalks, and any other non-vehicular accessways, dedication and maintenance shall be the responsibility of the mandatory homeowners'/property owners'/condominium owners'/merchants' association(s) or an appropriate entity other than the County. Pasco County will not be responsible for the maintenance of any private streets or private access amenities.

23. To the extent that any of the conditions of this approval constitute monetary or property exactions that are subject to *Nollan v*. *California Coastal Comm'n*, 483 U.S. 825 (1987), and *Dolan v*. *City of Tigard*, 512 U.S 374 (1994), the applicant/owner, and successors and assigns (a), agrees that there is a nexus and rough proportionality between such conditions and the impacts of this project/development, and that such conditions are necessary to ensure compliance with the criteria of the LDC and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions. This agreement/waiver was entered into voluntarily, in good faith, for valuable consideration, and with an opportunity to consult legal counsel, but does not affect the applicant/owner's ability to seek variances, administrative remedies, or modifications of the conditions of this approval through applicable processes in the LDC and does not affect the applicant/owner's ability to bring an action pursuant to Section 70.45, Florida Statutes.

Design/Construction Specifications

24. If, during construction activities, any evidence of historic resources including, but not limited to, human burial sites such as Indian mounds, lost historic and aboriginal cemeteries, or other unmarked burials or associated artifacts, original or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County shall be notified within two working days of the resources found on the site. Additionally, should any human burial sites such as Indian mounds, lost historic and aboriginal cemeteries, or other unmarked burials or associated artifacts be found, then the provisions and guidelines set forth in Chapter 872.05, FS (Florida's Unmarked Burial Law) are to be followed.

25. Prior to the first PDP/PSP submittal, the developer(s) shall submit a Master Roadway Plan (MRP) to the PDE for review and approval. The plan shall include, at a minimum, right-of-way widths, roadway cross sections, number of lanes, intersection geometry, phasing,

design speed, internal access points, required interconnects, and alignment for major County collector and arterial roadways within the MPUD. The plan shall also demonstrate compliance with the County's collector and arterial design and spacing standards of the LDC, Section 901.1, Transportation-Corridor Spacing. The County shall reserve the right to require specific dates or deadlines for completion of construction for any portion of these roads and intersections.

26. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available or planned at the time of preliminary plan/preliminary site plan approval. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to PDE for review and approval prior to or concurrent with the PDP/PSP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP/PSP submittal the approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit-accommodation-facilities construction is approved with the overall transit-accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users/patrons access to such facilities.

27. The developer(s) shall submit an overall pedestrian/bike path plan to the PDE for approval prior to approval of the first PDP/PSP, which provides a path circulation in accordance with the Pasco County LDC, as amended, or an alternative method acceptable to the PDE, and in compliance with the handicapped provisions of Section 336.045, Florida Statutes, or other applicable law. In the absence of an approved pedestrian/bike path plan, compliance with the LDC is required.

28. All sidewalks, bike paths (not including bike lanes within the pavement of any roadway accepted by the County for maintenance), multi-use trails, and other non-vehicular pathways within the rights-of-way of any roadways within the MPUD shall not be the maintenance responsibility of the County.

29. Street lighting is required throughout the MPUD pursuant to LDC Section 901.11.

30. If the property to the north or east has an approved PDP/PSP or is built-out, then prior to PDP/PSP submittal for Shatzberg MPUD development, the developer shall supply evidence that it has coordinated with the developer(s) and engineer(s)/surveyor(s) of the adjoining parcels to identify and provide the location of the required interconnecting

roadway [such interconnecting roadways do not include the collector/arterial/vision roadways as depicted on the approved master plan]. The following information shall be shown on all PDPs/PSPs and construction plans/construction site plans that include or abut the interconnecting roadway: location (by State plane coordinates), centerline, right-of-way width, cross section, elevation of centerline, grade, and centerline geometry (tangent bearing/curve geometry) to provide a seamless continuation of this road at property lines.

31. As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD(s) is hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD(s) that are identified within this rezoning approval. Further, any obligations of the developer contained in this approval may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. However, such CDD shall not be authorized to levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

a) Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.

b) No debt or obligation of such CDD shall constitute a burden on any Public Property.

Utilities/Water Service/ Wastewater Disposal

32. A Master Utility Plan for the entire development shall be submitted to the Utilities Services Branch for review and approval prior to or concurrent with submittal of the first construction plan/construction site plan. This utility plan shall show, at a minimum, the following:

a) Trunk sewer lines and lift stations.

b) Main Potable water lines and non-potable water lines, if applicable.

c) Sewage treatment facility locations, including discussion for the proposed method of treatment and the feasibility of a non-potable water system for irrigation.

d) Method of Lighting for all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.

e) A master Utility Plan shall include AutoCAD and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems and shall be in conformance with the Utilities Services Plan guidelines implemented by the Utilities Services Branch.

33. Prior to the first construction plan/construction site plan approval, the developer(s) and the

County shall enter into a Utilities Service Agreement.

34. The developer(s) shall construct all water and wastewater facilities within the development to current County standards. A complete set of instructions may be obtained from the Utilities Services Branch.

35. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developer(s)/owner(s) and its successors and assigns, agree to the following:

    a) In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, and then only for so long as such a production failure or shortfall exists, the developer(s)/owner(s) shall transfer to the County any and all Water Use Permits or water-use rights the developer(s)/owner(s) may have to use or consume surface or ground water within the subject property, provided that the same are not needed to continue any existing agricultural uses on the subject property, in which case, such transfer shall not be required as long as such agricultural uses are active.

    b) Prior to the developer(s)/owner(s) selling water, Water Use Permits, or water-use rights, the developer(s)/owner(s) shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.

Stormwater

36. The applicant shall contact SWFWMD Engineering & Watershed Management Section for the latest floodplain study information available for design.

37. At the time of the first site development permit, the applicant shall comply with the applicable County floodplain management requirements.

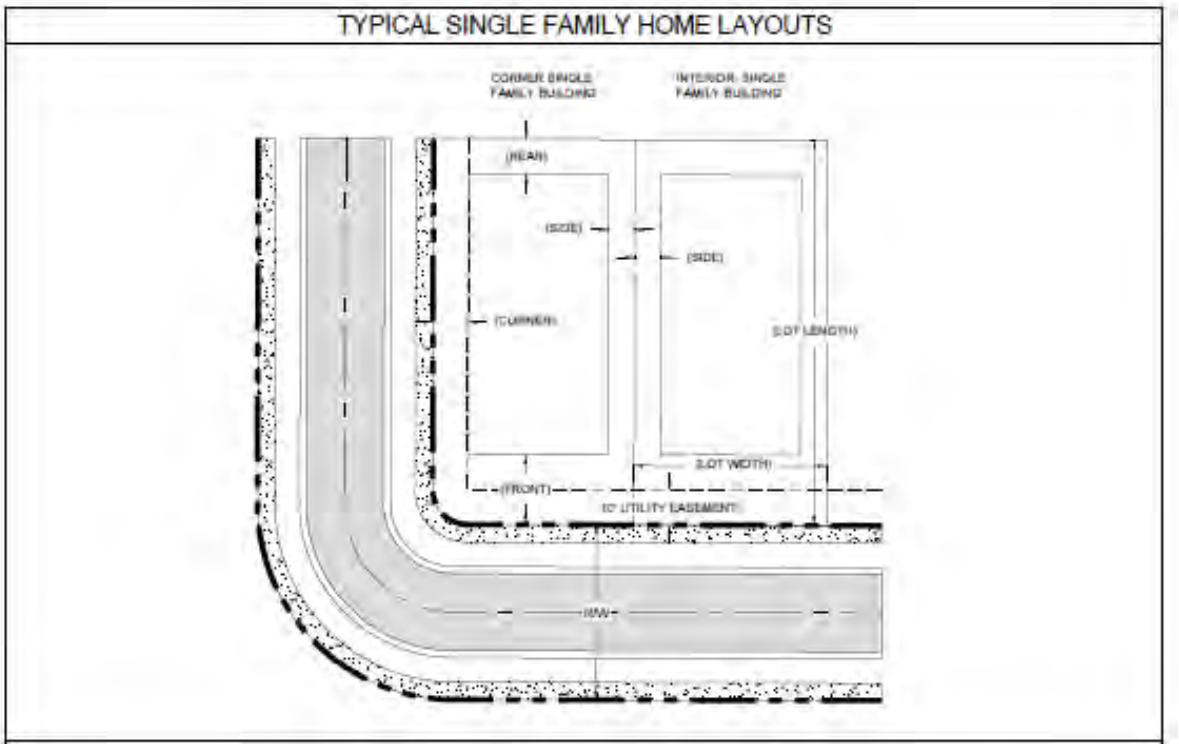
38. The developer acknowledges that the HOA documents shall include language to prevent the residential lots from filling below the 100-year floodplain and/or altering drainage patterns on residential lots without permitted approval from Pasco County and/or SWFWMD as applicable. The HOA documents shall be provided to Pasco County for review and approval at the time of plat review.

39. All pass-through drainage shall have an access and maintenance easement over it. This easement shall be to Pasco County granting the County the right, but not obligation to access and maintain.

40. The applicant shall verify if the proposed project is within a Basin of Special Concern. If the project lies in or partially within a Basin of Special Concern, the applicant shall comply with Basin of Special Concern criteria requirements.

Land Use

41. The residential dimensional standards are as follows:



a) Single Family Detached Typical
   (1) Minimum Lot Width of 60' Feet
   (2) Minimum Lot Depth of 100' Feet
   (3) Minimum Front-Yard Setback of 20 feet ***
   (4) Minimum Setback to Front Garage- 23 feet
   (5) Minimum Side-Yard Setback of 7.5 Feet
   (6) Minimum Corner Setback of 10 feet
   (7) Maximum Height of 35 Feet (2 stories)
   (8) Minimum Lot Area of 6,000 Square Feet
   (9) Minimum Rear Setback of 10'
   (10) ***Maximum Lot Coverage of 80 Percent – Principal and Accessory Structure
   (11) Units located adjacent to the proposed drainage/open space/park area as depicted on the Binding Master Plan shall be a minimum of 20 feet from the rear of the structure and a minimum of 15 feet from the side of the structure.

42. Voluntary Architectural Design Standards are as follows:

Page 45 of 58

a) Monotony Control:
Single-Family detached houses shall be required to address the following requirements to avoid architectural monotony:

i. A proposed home shall have three different architectural features (as defined below) from the two houses on either side of it that face the same street.
ii. A proposed home shall differ in architectural features (as defined below) from the house(s) directly across the street (i.e., the house directly across the street, but not diagonal or those on either side of the house directly across the street).
iii. The rear of a proposed home shall differ in appearance (as set forth in section (b) (ii) below) from the houses directly adjacent to it when facing another road.

b) Architecture Features:
To establish a difference in architectural features between homes of the same model type facing a street or mews, a minimum of three (3) architectural features shall differ on all Single Family Detached houses.

i. These features shall include different: colors, materials (e.g., stucco, siding, brick, stone, etc.), elevations, arrangement of openings such as windows and doors, gables and eaves, dentils, cornices, trim, division of lights within windows, variation of building elevation (i.e., height, recessed planes etc.) porches, porticos, dormers, location of garage (left, right or rear), ornamental or decorative garage doors, ornaments such as medallions, shutters etc., and color or material of rooftops (e.g., shingles, tiles etc.). If different models of homes are adjacent to or across from each other, monotony is avoided.
ii. For the rear of homes that back-up to or face a street (i.e., local, collector, or arterial), the differing appearance shall be accomplished, at a minimum, by the reversal of floor plans or changes in material colors.
iii. No more than 20% of garages shall protrude more than 8 feet beyond the roof line of each single family detached unit and each such garage (protruding more than 8 feet beyond the roof line) shall contain decorative garage fronts.

43. The applicant/developer has committed to, and is hereby requiring, the foregoing architectural and monotony controls, notwithstanding any potential contrary requirements in Section 163.3202(5)(a), Florida Statutes. This condition shall be construed as a requirement imposed by the applicant/developer pursuant to Section 163.3202(5)(c), Florida Statutes, and not a requirement of the County, to the extent that Section 163.3202(5)(a), Florida Statutes, prevents the County from applying or enforcing architectural or monotony controls in this MPUD.

44. The total aggregate number of dwelling units for Shatzberg MPUD shall not exceed 20 units.

45. Recreation-center development standards shall be in accordance with the C-1 Neighborhood Commercial District.

46. The maximum density set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable County ordinances and resolutions.

47. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

48. Interim silvicultural and/or agricultural activities shall be permitted until the commencement of development for that portion of the proposed development. Seasonal temporary uses pursuant to Section 530.9 LDC may be allowed with subsequent approval, pursuant to the County's Miscellaneous Permit process for temporary events.

49. Condition 48 allows for uses that could be construed as being zoned for commercial or mixed-use, and that have been specifically reserved in the MPUD for such uses. In addition, this MPUD contains a buildout date that is beyond the expiration date of Section 125.01055(7), Florida Statutes (October 1, 2033), and any areas of this MPUD that allow for the Condition 48 uses are permitted to develop with such uses beyond the expiration date of Section 125.01055(7), Florida Statutes. Accordingly, the applicant/developer has committed to, and is hereby requiring, that the Condition 48 uses shall remain those uses required by Condition 48, notwithstanding any potential contrary requirements in Section 125.01055(7), Florida Statutes. This condition shall be construed as a requirement imposed by the applicant/developer, and not a requirement of the County, to the extent it prevents any use allowed or preempted by Section 125.01055(7), Florida Statutes.

50. For single-family detached products, the developer may utilize one model center per product type which can exceed the ten percent maximum allowed model center lots per the LDC.

Procedures

51. The applicant/developer understands that, should any LDC Variation Requests be approved with the approval of this MPUD, any proposed modification thereto shall constitute a modification to the MPUD.

52. The applicant/developer shall ensure that the HOA required to be established under this MPUD incorporates the minimum tree and architectural requirements in Conditions 12 and 42, into the HOA covenants, conditions, and restrictions and shall ensure that the HOA is the primary enforcement entity for the tree requirements after the MPUD entitlements have received a final inspection or Certificate of Occupancy, and the only enforcement entity for the architectural requirements. If the County becomes aware of violations of Conditions 12 and 42, concerning the minimum tree and architectural/monotony control conditions, the County reserves the right to hold the developer (until the turnover to the HOA) and/or

the HOA responsible for violations of the foregoing requirements. This condition shall not be construed as any attempt by the County to enforce architectural requirements in this MPUD; rather, the condition is intended to ensure that the developer and HOA honor their commitment to privately impose such requirements pursuant to Section 163.3202(5)(c), Florida Statutes.

53. On-street Parking: The HOA or CDD required to be established under this MPUD shall include provisions for the management of on-street parking and obstruction of roadways, including without limitation covenants, conditions, and restrictions which require the HOA or CDD, as applicable, to be the primary enforcement entity for all current or future LDC or Code of Ordinance provisions related to on-street parking and obstruction of roadways, and which require the HOA or CDD, as applicable, to adopt and enforce specific regulations which empower the HOA or CDD Board, as applicable, to adopt, enforce, and otherwise regulate on-street parking and obstruction of roadways within the subdivision, which regulations may be more restrictive than applicable LDC or Code of Ordinance provisions. Such regulations shall specifically include the authority for the HOA or CDD to tow vehicles that violate such regulations. Such HOA or CDD enforcement shall include, at a minimum, any obstruction of any roadway in the subdivision that causes interference with the efficient delivery of emergency or law enforcement services and/or vehicles at any time, whether or not emergency services have been requested. This condition, and the applicable HOA or CDD regulations, do not preclude the County from also enforcing applicable LDC or Code of Ordinance provisions relating to on-street parking or obstruction of roadways. In addition to the other requirements of this condition, the HOA or CDD required to be established under this MPUD shall include provisions which limit parking to one side of each street within the MPUD (in those areas where on-street parking is allowed at all pursuant to the LDC) so as to avoid the obstruction of on-site roadways, but providing such a parking limitation shall not implicate the provisions of LDC Section 907.1.E. requiring additional 0.25 visitor parking spaces. The foregoing parking limitation does not prevent developer from providing dedicated parking stalls on both sides of a street outside the travel lanes.

54. A disclosure statement regarding the construction of all future roadways abutting and through the MPUD shall be included in all sales contracts for residential homes within the MPUD. This disclosure shall include the future roadway's number of lanes and construction timing, if applicable.

55. Prior to the first record plat approval, the developer/owner shall record a "Consent to Development Fee Surcharges and Special Assessments" in a form acceptable to the Pasco County Attorney's Office and in accordance with the LDC, Section 602.8.K.3. and Section 602.8.M.4.

56. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

57. The developer(s) shall submit and obtain approval of a Substantial Modification to add uses not previously approved or to reduce open-space or preservation/conservation areas. A Substantial Modification is also required if there is a cumulative increase in density or intensity of ten percent or more in the number of average daily trips as defined by the Institute of Traffic Engineers and the Pasco County Access Management Team.

58. Unless otherwise approved by the Fire Marshal, or designee, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer(s) shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission. In no case shall a Building Permit be issued until the Fire Marshal, or designee has received such a petition.

59. A PDP/PSP must be approved for an entire increment (bubble) prior to any phased construction plan/construction site plan approval. An increase in dwelling units within increments is allowed without modification to the master plan as long as there is a corresponding decrease and the total maximum number of entitlements is not increased as approved for the MPUD.

60. PDP/PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received PDP/PSP approval, construction plan/construction site plan approval, and/or record plat approval.

61. Development is exempt from the LDC: Concurrency Management System, for parks and recreation, and transportation only pursuant to the LDC Section 602.8.M.5, provided the project complies with the VOPH Financial Plan, as amended.

62. Because the VOPH Area Plan is a 2065 Horizon Plan, this MPUD rezoning shall remain in force and effect until December 31, 2065, including subsequent extensions thereof.

63. An extension of time limit for approval as identified above shall be processed as a substantial modification approved by the BCC.

64. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC approved document** is completed (including notarization) and received by the PDE after the BCC action.

65. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO

approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

OWNER/DEVELOPER ACKNOWLEDGEMENT

The owner/developer acknowledges that it has read, understood, and accepted the above- listed conditions of approval. **Do not sign this document until a final disposition from the BCC regarding this Petition has been received.**

Date _____ Signature _____

Print Name _____

Title _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date). He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

_____
NOTARY

ATTACHMENT A

RURAL ENCLAVE BUFFER

ILLUSTRATION

FIGURE PH-14: RURAL ENCLAVE BUFFER ILLUSTRATION

AREA A (BUFFER 85% OPACITY AT MINIMUM 6 FEET HEIGHT)
INCLUDING MINIMUM 8 TREES PER 100'-0" LINEAR FEET
(EXISTING TREES COUNT TOWARDS REQUIRED TREES)

OPTIONS FOR ACHIEVING REQUIREMENT:

1) EXISTING VEGETATION
2) PLANTING NATIVE AND/OR FLORIDA FRIENDLY VEGETATION ACHIEVING OPACITY AND HEIGHT REQUIREMENTS WITHIN 1 YEAR OF PLANTING
3) FENCE OR WALL
4) BERM AT A MAXIMUM OF 3 TO 1 SLOPE (CAN BE SPLIT BETWEEN AREA A AND B)

AREA B (OPEN SPACE)

1) EXISTING VEGETATION
2) OPTIONAL PLANTING NATIVE AND/OR FLORIDA FRIENDLY VEGETATION
3) OPTIONAL BERM AT A MAXIMUM OF 3 TO 1 SLOPE (CAN BE SPLIT BETWEEN AREA A AND B)
4) OPTIONAL GRASS AND/OR TURF PLANTINGS
5) OPTIONAL POND AND/OR DRAINAGE
6) OPTIONAL TRAILS
7) OPTIONAL PARKS

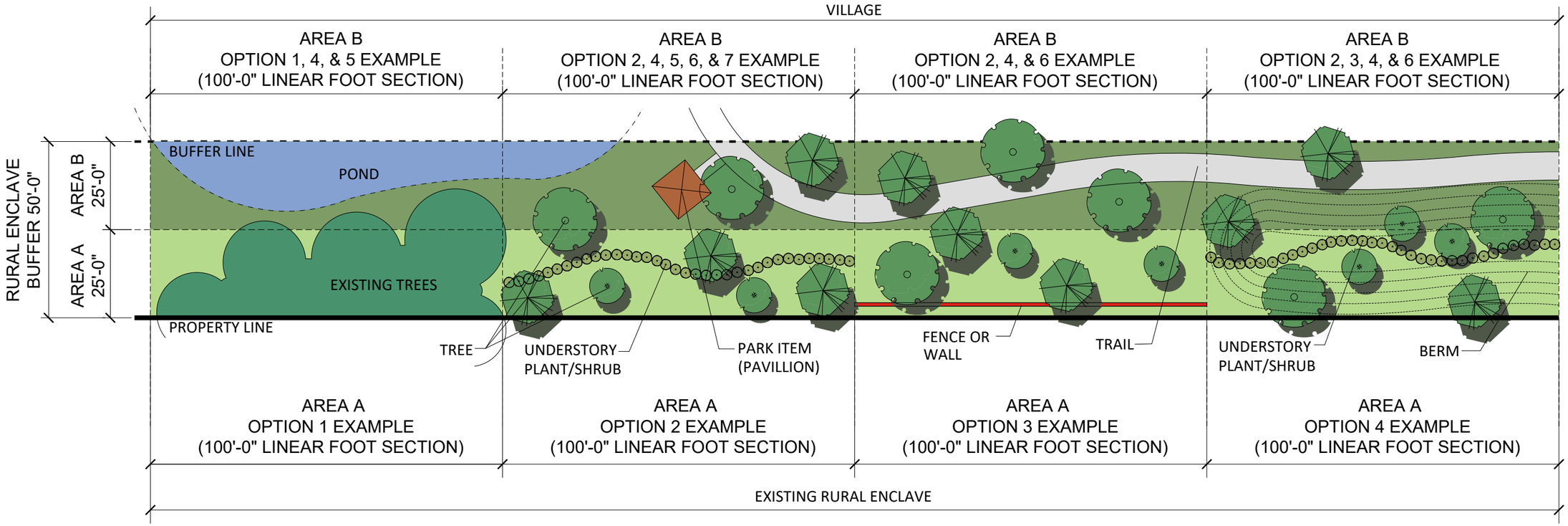


EXHIBIT C

MASTER PLAN

NORTH

SCALE: 1"=100'

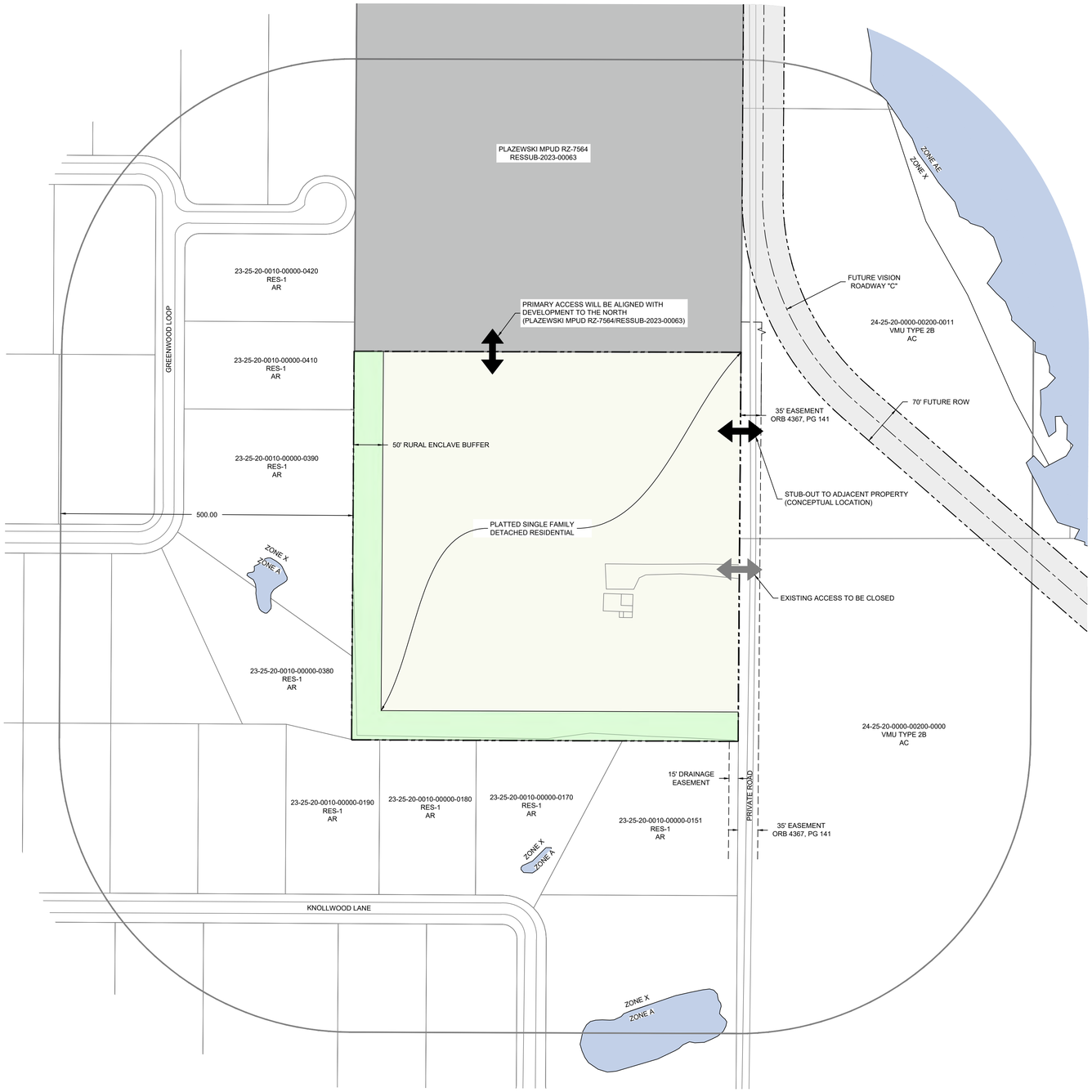
0' 50' 100' 200'

GRAPHIC SCALE
(IN FEET)

DEVELOPER:	CIVIL ENGINEER:
LENNAR HOMES 4301 W BOY SCOUT BLVD TAMPA, FL 33607 SEE AGENT / REPRESENTATIVE INFORMATION	TAMPA CIVIL DESIGN 17937 HUNTING BOW CIRCLE UNIT 102 LUTZ, FL 33558 PHONE: (813) 920-2005 EMAIL: JCOUCH@TAMPACIVIL.COM CELESTE@TAMPACIVIL.COM
TRANSPORTATION ENGINEER:	**ATTORNEY:**
LINCKS & ASSOCIATES, INC 5023 W LAUREL STREET TAMPA, FL 33607 PHONE: 813-289-0039 EMAIL: SHENRY@LINCKS.COM	HOBBY & HOBBY, P.A. 109 N. BRUSH STREET SUITE 250 TAMPA, FL 33602 PHONE:(813) 223-3338 EX 2 EMAIL: CLARKEHOBBY@HOBBYLAW.NET

LEGEND

- LIMITS OF MPUD
- PROPOSED ACCESS
- EXISTING ACCESS
- FEMA FLOOD AREAS
- EXISTING PROPERTY LINES
- 50' RURAL ENCLAVE BUFFER



LEGAL DESCRIPTION:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 25, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE S. 00 DEG 00'17" E. ALONG THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 664.85 FEET TO A POINT ON THE BOUNDARY OF KNOLLWOOD ACRES AS PER THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 139-142, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE THE FOLLOWING TWO COURSES ALONG THE BOUNDARY OF SAID PLAT OF KNOLLWOOD ACRES: (1) S. 89 DEG 47'40" W., A DISTANCE OF 661.13; (2) N. 00 DEG. 03'08" W., A DISTANCE OF 664.51 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE DEPARTING THE BOUNDARY OF SAID PLAT, N 89 DEG, 45'52" E. ALONG SAID NORTH BOUNDARY A DISTANCE OF 661.69 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4367, PAGE 141, OVER: THE WEST 35 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA.

GENERAL NOTES:

1. THERE ARE NO WELLHEADS OR WELLHEAD AREAS WITHIN THE PROJECT OR WITHIN 1000 FEET OF THE PROPERTY.
2. THERE ARE NO ECOLOGICAL CORRIDORS/CRITICAL LINKAGES WITHIN THE SITE.
3. THERE ARE NO PROPOSED MAJOR FACILITIES, INCLUDING SCHOOL SITES AND FIRE STATION SITES, WITHIN THE PROJECT.
4. THERE ARE NO KNOWN WETLANDS ONSITE.
5. THE PROPERTY IS WITHIN FEMA FLOOD ZONE X.
6. TIMING OF DEVELOPMENT: THE TIMING OF DEVELOPMENT FOR ANY PHASE OF THE PROJECT WILL BE ESTABLISHED BY THE DEVELOPER IN RESPONSE TO MARKET CONDITIONS.
7. POTABLE WATER, RECLAIMED WATER, SANITARY SEWER, AND FIRE SERVICE TO BE PROVIDED BY PASCO COUNTY UTILITIES. ELECTRICAL SERVICE TO BE PROVIDED BY WITHLACOOCHEE RIVER ELECTRIC COOP., INC.
8. UNLESS AN ALTERNATIVE STANDARD IS APPROVED AT TIME OF PRELIMINARY SITE PLAN, LANDSCAPE BUFFERS WILL COMPY WITH LDC STANDARDS.
9. UNLESS AN ALTERNATIVE STANDARD IS APPROVED AT TIME OF PRELIMINARY SITE PLAN, OPEN SPACE AND PARKS WITHIN THE DEVELOPMENT WILL COMPLY WITH LDC STANDARDS. OPEN SPACE AND PARK LOCATIONS AND SIZES SHALL BE DETERMINED DURING PDP/PSP.
10. ALL COMMON AREAS AND FACILITIES SHALL BE MAINTAINED BY A PROPERTY OWNER'S ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, MANAGEMENT COMPANY, OR OWNER.
11. TRANSPORTATION NETWORK AND ACCESS POINTS: ONE (1) PRIMARY ACCESS POINT CONNECTED TO PLAZEWSKI MPUD (ALLENDALE ROAD) AND ONE (1) STUB OUT ON THE EASTERN BOUNDARY OF THE PROPERTY. ANY STUB OUT LOCATION WILL BE IDENTIFIED ON THE PRELIMINARY DEVELOPMENT PLAN(S) AND WILL BE DESIGNED PER PASCO COUNTY STANDARDS.

PROJECT INFORMATION:

PROPERTY OWNER:

RONALD J & ELIZABETH SCHATZBERG
PO BOX 10644
TAMPA, FL 33679

LOCATION:

EAST OF THE KNOLLWOOD ACRES SUBDIVISION, SOUTH OF 23-25-20-0000-01100-0000, WEST OF KIEFER ROAD
ZEPHYRHILLS, FL 33541

EXISTING PARCEL DATA:

PID:	23-25-20-0000-01100-020
EXISTING FLU:	VMU-2B (VILLAGE MIXED USE - TYPE 2B) NEIGHBORHOOD EDGE (2 DU/AC)
EXISTING ZONING:	AC (AGRICULTURAL)
TOTAL PROPERTY AREA:	±10.09 AC
TOTAL UPLAND AREA:	±10.09 AC
TOTAL CATEGORY I WETLAND AREA:	±0.00 AC
TOTAL CATEGORY III WETLAND AREA:	±0.00 AC

PROPOSED PARCEL DATA:

PROPOSED ZONING: MPUD

ALLOWABLE USES:

RESIDENTIAL: 20 PLATTED SINGLE-FAMILY DETACHED HOMES

TAMPA CIVIL DESIGN
17937 HUNTING BOW CIR. S-102
LUTZ, FL 33558
(813) 920-2005 PHONE
(813) 482-9128 FAX
WWW.TAMPACIVIL.COM
COA: 28971

PROJECT: 638.1

ACACIA FIELDS; SCHATZBERG
23-25-20-0000-01100-0020
WESLEY CHAPEL, FL 33545

CLIENT:

LENNAR HOMES
4301 W BOY SCOUT BLVD
TAMPA, FL 33607

REVISION	DATE
MPUD SUBMITTAL	2027-07-10
MPUD 2ND SUBMITTAL	2025-01-21
BINDING CONCEPT PLAN REV 1	2025-03-10

DES: J.C. DRFT: D.P.

JEREMY COUCH LICENSE No 70658 STATE OF FLORIDA PROFESSIONAL ENGINEER

Jeremy Couch, P.E
State of Florida, Professional Engineer,
License No: 70658

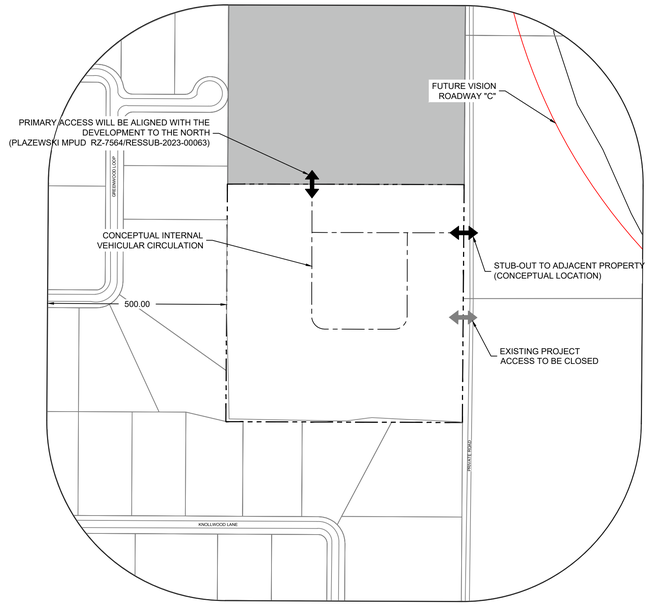
This item has been digitally signed and sealed by Jeremy Couch on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic documents.

MPUD PLAN

SHEET NO:
MPUD-1

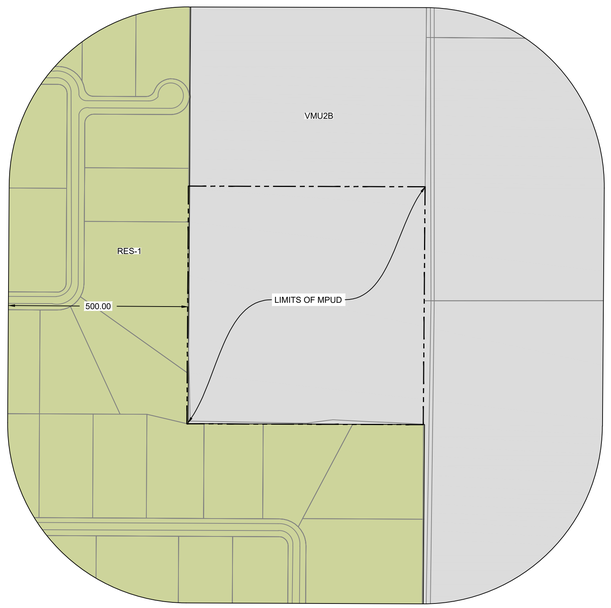
GENERAL MOBILITY PLAN



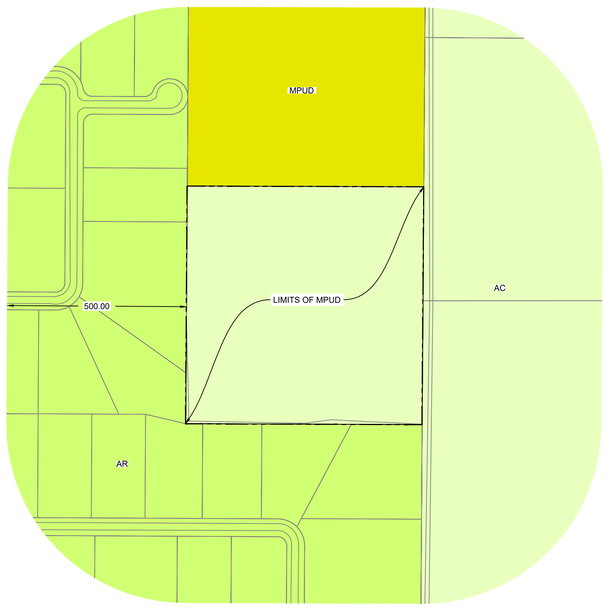
LOCATION MAP



500' EXISTING FLU MAP



500' EXISTING ZONING MAP



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PROJECT: 638.1

ACACIA FIELDS: SCHATZBERG
23-25-20-0000-01100-0020
WESLEY CHAPEL, FL 33545

CLIENT:

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REVISION	DATE
MPUD SUBMITTAL	2027-07-10
MPUD 2ND SUBMITTAL	2025-01-21
BINDING CONCEPT PLAN REV 1	2025-03-10

DES. J.C. DRFT. D.P.

JEREMY COUCH LICENSE No 70658 STATE OF FLORIDA PROFESSIONAL ENGINEER

Jeremy Couch, P.E
State of Florida, Professional Engineer,
License No: 70658
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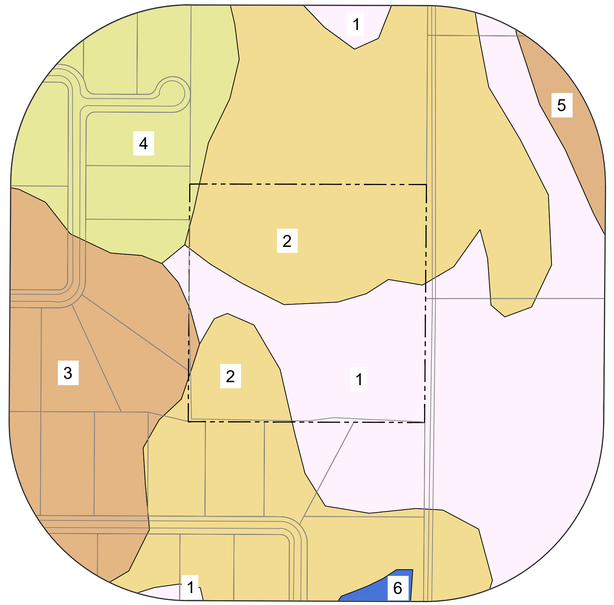
MPUD PLAN

SHEET NO:
MPUD-1

TOPO / EXISTING DRAINAGE / AERIAL EXHIBIT



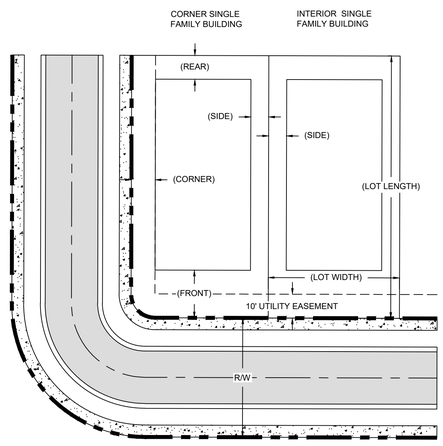
SOILS EXHIBIT



KEY:

1: ADAMSVILLE FINE SAND
2: LOCHLOOSA FINE SAND 0 TO 5 PERCENT SLOPES
3: SPARR FINE SAND 0 TO 5 PERCENT SLOPES
4: MICANOPY FINE SAND 2 TO 5 PERCENT SLOPES
5: PALMETTO-ZEPHYR-SELLERS COMPLEX
6: WATER

TYPICAL SINGLE FAMILY HOME LAYOUTS



MINIMUM SINGLE-FAMILY HOME LOT STANDARDS

	(FRONT)	GARAGE	(LOT WIDTH)	(REAR)	(SIDE)	(CORNER)	(LOT LENGTH)	MAX HEIGHT	MAX LOT COVERAGE	
	20'	23'	60'	10'	7.5'	10'	100'	35'	80%	

NOTES:

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WESLEY CHAPEL, FL 33545

CLIENT:

LENNAR HOMES
4301 W BOY SCOUT BLVD
TAMPA, FL 33607

REVISION	DATE
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DES. J.C. DRFT. D.P.

JEREMY COUCH LICENSE No 70658 STATE OF FLORIDA PROFESSIONAL ENGINEER

Jeremy Couch, P.E
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MPUD PLAN

SHEET NO:
MPUD-1

EXHIBIT D

BINDING MASTER PLAN

Page 45 of 58

BINDING MASTER PLAN

NORTH

SCALE: 1"=40'

0' 40' 80'

GRAPHIC SCALE (IN FEET)

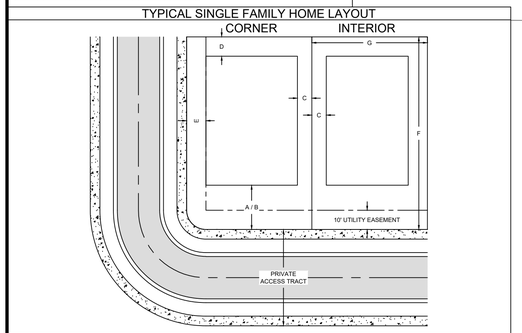
BINDING MASTER PLAN NOTES:

1. MODIFICATIONS TO THE LOCATION(S) OF SITE INFRASTRUCTURE TO COMPLY WITH PERMITTING REQUIREMENTS SHALL NOT BE CONSIDERED A SUBSTANTIAL MODIFICATION TO THE ACACIA FIELDS: SCHATZBERG BINDING MASTER PLAN.
2. ACCESS CONNECTIONS AND RIGHTS-OF-WAY TO ADJOINING PROPERTIES SHALL BE AS DEPICTED ON THE MPUD MASTER PLAN. THE EXACT LOCATIONS WILL BE DETERMINED DURING PDP REVIEW. THE PROJECT SHALL ALSO BE REQUIRED TO HAVE CROSS-ACCESS EASEMENTS SHOWN ON THE PDP SUBMITTAL(S) TO ENSURE AUTOMOTIVE TRAFFIC CAN ACCESS AND UTILIZE THE PRIVATE ROADS WITHIN THE ACACIA FIELDS: SCHATZBERG MPUD. THE PROJECT SHALL NOT BE GATED.

LEGEND

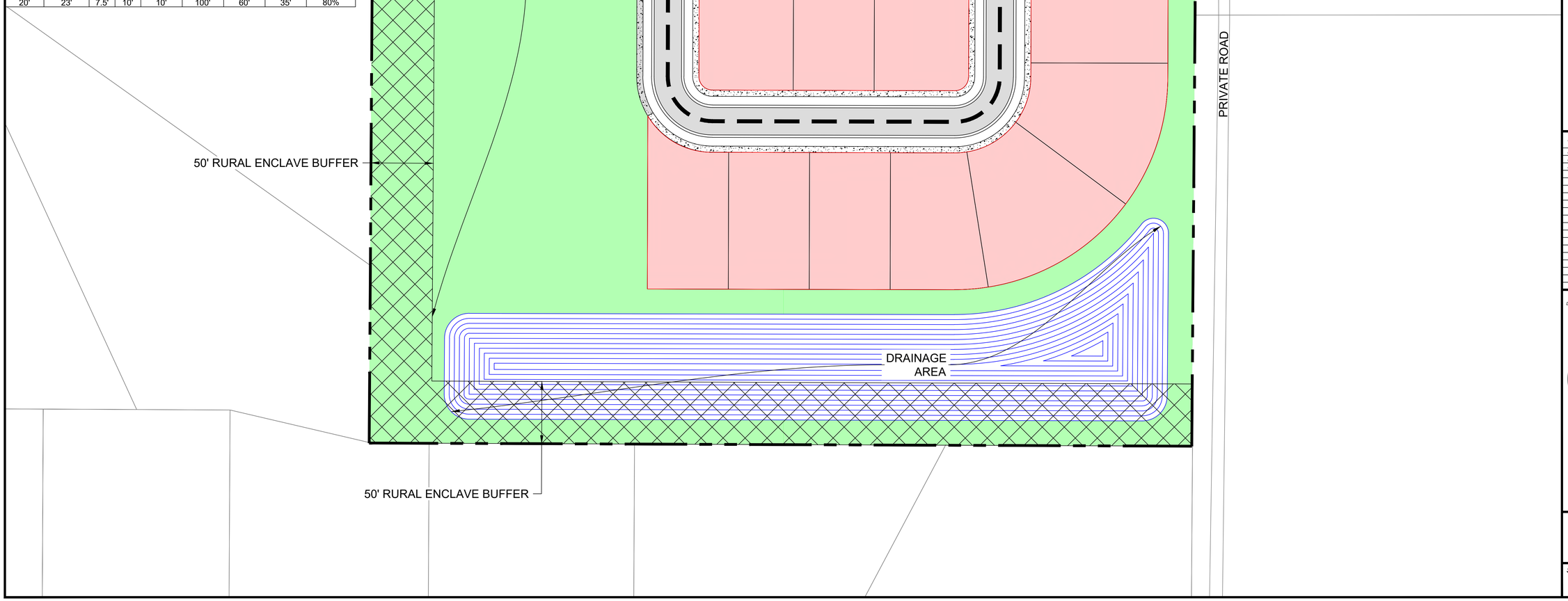
- LIMITS OF MPUD
- INTERNAL VEHICULAR CIRCULATION
- PROPOSED PLATTED SINGLE FAMILY DETACHED HOMES
- AMENITY AREA / PARK AREA / OPEN SPACE / BUFFER AREA
- 50' RURAL ENCLAVE BUFFER

TYPICAL SINGLE FAMILY HOME LAYOUT



MINIMUM SINGLE FAMILY HOME LOT STANDARDS

FRONT	FRONT (GARAGE)	SIDE	REAR	CORNER	LOT DEPTH	LOT WIDTH	MAX HEIGHT	MAX LOT COVERAGE
A	B	C	D	E	F	G		
20'	23'	7.5'	10'	10'	100'	60'	35'	80%



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PROJECT: 638.1

ACACIA FIELDS: SCHATZBERG
23-25-20-0000-01100-0020
WESLEY CHAPEL, FL 33545

CLIENT:

LENNAR HOMES
4301 W BOY SCOUT BLVD
TAMPA, FL 33607

REVISION	DATE
MPUD SUBMITTAL	2027-07-10
MPUD 2ND SUBMITTAL	2025-01-21
BINDING CONCEPT PLAN REV 1	2025-03-10

DES. J.C. DRFT. D.P.

JEREMY COUCH LICENSE No 70658 STATE OF FLORIDA PROFESSIONAL ENGINEER

Jeremy Couch, P.E
State of Florida, Professional Engineer, License No: 70658

This item has been digitally signed and sealed by Jeremy Couch on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic documents.

BINDING MASTER PLAN

SHEET NO:
C-2

Pasco County Schools

Kurt S. Browning, Superintendent of Schools
7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

School Impact Analysis

Project Name	Schatzberg (VOPH Southwest of Village F)	10-Jun-24
Project Location	0.37 miles east of Curley Road, 0.12 miles north of Kiefer Road	
Parcel ID Numbers	23-25-20-0000-01100-0020 (10 acres)	
Property Owner/Developer	Ronald J & Elizabeth Schatzberg	
Applicant	Celeste Lau	

This development will be subject to school impact fees and a school concurrency review. Any project that exceeds the adopted Level of Service will be required to mitigate the impacts that are created by the development.

Proposed Entitlements

Student Impacts		Student Generation Rates			Students Generated			
Housing Unit Type	# Units	Elementary School	Middle School	High School	Elementary School	Middle School	High School	Totals
Single Family Detached	20	0.18	0.095	0.123	4	2	3	9
Single Family Attached	0	0.077	0.037	0.047	0	0	0	0
Multi-Family	0	0.115	0.052	0.068	0	0	0	0
Mobile Home	0	0.12	0.055	0.071	0	0	0	0
Totals	20				4	2	3	9

School Impacts* School	School Capacity	2024-25 Projected Enrollment	Percent of Capacity	Enrollment with Proposed Development	Percent of Capacity with Proposed Development
Watergrass Elementary	762	794	104%	798	105%
Weightman Middle	985	1,248	127%	1,250	127%
Wesley Chapel High	1,503	1,878	125%	1,881	125%

*School attendance boundaries are subject to change and could affect schools listed above.

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

Zach Couch - Tampa Civil Design, Agent

Owner and Record Title Holder(s) or Authorized Representative Name(s)

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 23-25-20-0000-01100-0020

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: Shatzberg MPUD Rezoning

Project Number: RZ-7851

Request: Rezone from A-C Agricultural to MPUD to allow for the development of 20 single family detached homes

That attached is the following:

_____Proof of publication from the_____(newspaper name, if applicable).

_X__Certificate of mailing for the notices which were mailed on 6/2/2025 (Date)

_X__Photos showing the placement of and language on the signage, which was posted on 6/3/2025 (Date).

FURTHER AFFIANT SAYETH NOT

_____Name

6-3-25 (Date)

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me me by means of [X] physical presence or [ ] online notarization, this 6/3/2025 (date) by Zach Couch (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

KAYLA HARRELL
Commission # HH 662371
Expires April 9, 2029

_____
NOTARY PUBLIC

Dear Property Owner:

This is to notify you that Petition No. RZ-7851 has been filed in the name of Ronald J & Elizabeth Shatzberg for a change in zoning from a A-C Agricultural District to a Master Planned Unit Development (MPUD) to allow for the development of a maximum of 20 single-family detached homes.

The parcel of land is located approximately 400 feet north of Kiefer Road, approximately one-third of a mile East of Curley Road (Parcel I.D. No 23-25-20-0000-01100-0020), containing approximately 10.09 acres.

Public hearings for the consideration of this application will be held as follows:

Villages of Pasadena Hills Planning and Policy Committee	**6/18/25**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**
Board of County Commissioners	**7/15/25**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition.

Any person desiring to appeal any decision made by the Planning Commission or Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Planning and Development Department.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

23-25-20-0010-00000-0430	CESPEDES WILFREDO & MARIA LESCAILLE		32837 PEACH TREE LN	ZEPHYRHILLS, FL 33545-5006
23-25-20-0010-49900-0000	PASCO COUNTY	FACILITIES MANAGEMENT DEPT	7220 OSTEEN RD	NEW PORT RICHEY, FL 34653-2359
~~23-25-20-0010-49900-0000~~	~~PASCO COUNTY~~	~~FACILITIES MANAGEMENT DEPT~~	~~7220 OSTEEN RD~~	~~NEW PORT RICHEY, FL 34653-2359~~
23-25-20-0010-00000-0410	HAWLEY SHARON IRENE		32552 GREENWOOD LOOP	ZEPHYRHILLS, FL 33545-5009
23-25-20-0010-00000-0140	LOPEZ DARRYL R &	DEBORAH CHRISTINE	32908 KNOLLWOOD LN	WESLEY CHAPEL, FL 33545-5022
23-25-20-0010-00000-0450	GROVES DAVID LEE & RITA A		32564 GREENWOOD LOOP	WESLEY CHAPEL, FL 33545
23-25-20-0010-00000-0170	DOME JESSICA		32913 KNOLLWOOD LANE	WESLEY CHAPEL, FL 33545
23-25-20-0010-00000-0360	NIEMANN RICHARD D SR & CHARLAINE F		32536 GREENWOOD LOOP	ZEPHYRHILLS, FL 33545-5009
23-25-20-0010-00000-0150	CABRERA-RAMOS EZEQUIEL		32929 KNOLLWOOD LN	WESLEY CHAPEL, FL 33545-5023
23-25-20-0010-00000-0210	HEFLIN RICHARD A &	HEFLIN PATRICIA A	32807 KNOLLWOOD LN	ZEPHYRHILLS, FL 33545-5021
23-25-20-0010-00000-0440	SCHMIDT JOSEPH P & CATHERINE M		32819 PEACH TREE LN	WESLEY CHAPEL, FL 33545-5006
23-25-20-0010-00000-0790	DAVIS SETH W & ELIZABETH		32565 GREENWOOD LOOP	ZEPHYRHILLS, FL 33545-5014
23-25-20-0010-00000-0190	MILLER FAMILY TRUST	MILLER CHRISTOPHER G & JANELLA I	32839 KNOLLWOOD LN	WESLEY CHAPEL, FL 33545
23-25-20-0010-00000-0420	WHITAKER JACK W & NILDA D		32818 PEACH TREE LN	WESLEY CHAPEL, FL 33545-5005
23-25-20-0010-00000-0130	DA SILVA EDMILSON BATISTA		32846 KNOLLWOOD LN	WESLEY CHAPEL, FL 33545-5020
24-25-20-0000-00200-0011	GLASBRENNER CALVIN LOUIS &	GLASBRENNER LINDA TITUS	33001 KIEFER RD	WESLEY CHAPEL, FL 33545-5052
23-25-20-0000-01100-0020	SCHATZBERG RONALD J &	ELIZABETH	PO BOX 10644	TAMPA, FL 33679-0644
23-25-20-0010-00000-0220	CLARK REGINALD		32747 KNOLLWOOD LN	WESLEY CHAPEL, FL 33545
23-25-20-0010-00000-0200	RICCHINO MICHELLE LEE		32823 KNOLLWOOD LN	ZEPHYRHILLS, FL 33545-5021
23-25-20-0010-00000-0390	VIEU MARCIA A		32548 GREENWOOD LOOP	WESLEY CHAPEL, FL 33545-5009
23-25-20-0000-01100-0000	TPG AG EHC III (LEN) MULTI STATE 2 I	ESSENTIAL HOUSING ASSET MANAG	8585 E HARTFORD DR STE 118	SCOTTSDALE, AZ 85255
23-25-20-0010-00000-0151	GLASBRENNER CALVIN & LINDA		33001 KIEFER RD	WESLEY CHAPEL, FL 33545-5052
23-25-20-0010-00000-0800	LESCAILLE -CESPEDES MARIA & CESPEDES KYLE A ET AL		32533 GREENWOOD LOOP	WESLEY CHAPEL, FL 33545-5014
24-25-20-0000-00200-0000	SKINNER MARY ANN REVOCABLE TRI	SKINNER MARY ANN & JOHN COUNC	5753 HWY 85 N #2851	CRESTVIEW, FL 32536
23-25-20-0010-00000-0380	HUEBNER DENNIS J & MARILYN J		32544 GREENWOOD LOOP	ZEPHYRHILLS, FL 33545-5009
23-25-20-0010-00000-0120	HAWLEY ORLY B		32826 KNOLLWOOD LN	ZEPHYRHILLS, FL 33545-5020
23-25-20-0010-00000-0180	PAIGE JEANNIE LEE		32901 KNOLLWOOD LN	WESLEY CHAPEL, FL 33545
23-25-20-0010-00000-0370	NELSON LINDA E		32540 GREENWOOD LOOP	ZEPHYRHILLS, FL 33545-5009
24-25-20-0000-00100-0017	GLASBRENNER CALVIN LOUIS &	GLASBRENNER LINDA TITUS	33001 KIEFER RD	WESLEY CHAPEL, FL 33545-5052

HIGH POINT BRANCH USPS JUN - 2 2025 CLEARWATER, FL 33762

UNITED STATES POSTAL SERVICE ®

0000

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JUN 02, 25
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$18.85
S2324H505166-06

Tampa Civil
2841 Executive Drive
Ste 220
Clearwater, FL 33762


PUBLIC
HEARINGS
App. No. RZ-7851
Project Type: REZONING
06/16/20
1:30 p.m.
Board of County Commissioners
07/21/20
1:30 p.m.


PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7851
Project Type: REZONING
Shatzberg MPUD; A-C Agricultural to MPUD to develop 20 single family detached homes.
Pasadena Hills Planning & Policy Committee
06/18/25 1:30 p.m.
Historic Courthouse, 37918 Meridian Avenue, Dade City
Board of County Commissioners
07/15/25 1:30 p.m.
Historic Courthouse, 37918 Meridian Avenue, Dade City
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


SHATSBERG MPUD REZONING
RZ-7851; APPROXIMATELY 0.5 MILE SOUTH AND APPROXIMATELY 400 FT NORTH OF KIEFER RD
PARCEL; 23-25-20-0000-01100-0020
PUBLIC HEARINGS
PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7851
Project Type: REZONING
Shatzberg MPUD; A-C Agricultural to MPUD to develop 20 single family detached homes.
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Hearing/Voice Impaired Call 711
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SHATSBERG MPUD REZONING
RZ-7851; APPROXIMATELY 0.5
MILE SOUTH AND
APPROXIMATELY 400 FT NORTH
OF KIEFER RD
PARCEL; 23-25-20-0000-01100-0020

36473

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-035 was published in said newspaper by print in the issues of 05/07/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **05/07/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARINGS ON REZONINGS FOR PROPERTIES LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing on **Wednesday, May 21, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing **on Tuesday, July 15, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.** to consider applications for rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Ronald J & Elizabeth Schatzberg/Schatzberg MPUD (RZ-7851) petition for a rezoning from a A-C Agricultural District to a MPUD Master Planned Unit Development District for a parcel located on approximately 640 feet north of Kiefer Road and one-quarter mile east of Curley Road (aka 23-25-20-0000-01100-0020).

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-035

May 7, 2025 36473

VILLAGES OF PASADENA HILLS
PLANNING AND POLICY
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDE25-0202 **DATE:** 6/18/2025

SUBJECT: Development Agreement (Consent) - Homes by West Bay, LLC. - To Design, Permit, Acquire Right of Way, and Construct a Portion of Kiefer Road and New River Boulevard in Exchange for Transportation Development Fee Credits in the Villages of Pasadena Hills

REFERENCES: All Villages of Pasadena Hills Planning and Policy Committee Meetings (PPC) and Board of County Commissioner (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PPC at DC 5/21/25

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:
Recommend Approval of the Development Agreement to the Board of County Commissioners.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

PROJECT OVERVIEW

This development agreement is for the design, construction, right of way acquisition, and permitting of Kiefer Road and New River Boulevard, as required by the MPUD conditions of approval and the VOPH Enabling Documents. The Magnolia Island MPUD was approved by the BCC for 475 residential dwelling units and 70,000 square feet of commercial on September 20, 2022 (PDD22-7584).

Kiefer Road will be constructed as a 142AA typical section per the VOPH Master Roadway Plan (MRP) and New River Boulevard will be constructed as a 70AA typical section per the VOPH MRP. Kiefer Road will be constructed from Curely Road to the Magnolia Island project access as depicted in Exhibit B-1. New River Boulevard will be constructed from the terminus of the aforementioned Kiefer Road improvements to Tyndall Road.

In exchange for constructing the necessary roadway infrastructure, the developer will be entitled to Transportation Development Fee (TDF) credits. As set forth within the enabling documents for VOPH, TDF credits may not be used for the External Transportation Improvement Fee; those fees must be paid in cash.

This agenda memo was prepared by:William Vermillion, AICP-C, CNU-A, Senior Planner

SITE DETAILS

The project is located in the Villages of Pasadena Hills, Village F, located on the south side of and abutting the future Tyndall Road, north of and abutting the future Kiefer Road, between Handcart Road and Curley Road. (PID: 24-25-20-0000-00100-0000)

Commission District: The Honorable Ronald Oakley

Project Name:	Magnolia Island DA
Applicants' Name(s) :	Homes by West Bay LLC.
Current Zoning District:	MPUD
Proposed Zoning District:	N/A
Future Land Use (FLU) Classification:	VMU Type 2B
Water/Sewage:	Pasco/Pasco
Flood Zone:	A, AE, and X
Requested Entitlements:	N/A
Roads/Access:	Kiefer Road and Tyndall Road (Public Roads)

FISCAL IMPACT/COST/REVENUE STATEMENT:

The DA provides mobility fee/transportation development fee credits consistent with the Villages of Pasadena Hills Financial Plan. The fiscal impact of these credits was addressed at the time of the Board's approval of the Villages of Pasadena Hills Financial Plan.

DISTRIBUTION:

ATTACHMENT(S):

1. PDE25-0202: Development Agreement with Exhibits
2. PDE25-0202: 70AA Typical Section
3. PDE25-0202: 142AA Typical Section
4. PDE25-0202: Proof of Publication

DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND HOMES BY WESTBAY, LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR CERTAIN IMPROVEMENTS TO KIEFER ROAD & NEW RIVER BOULEVARD PURSUANT TO THE MAGNOLIA ISLAND MPUD

THIS DEVELOPMENT AGREEMENT (this "DEVELOPMENT AGREEMENT or "DA") is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "**County**", and HOMES BY WESTBAY, LLC, a Florida limited liability company, hereinafter called "**Developer**".

W I T N E S S E T H:

WHEREAS, the County is authorized by the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (F.S.), to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, on September 20, 2022, the County's Board of County Commissioners (the "**BCC**") adopted Resolution No. 22-66RZ, approving the Magnolia Island Master Planned Unit Development with conditions for the development of 475 Single Family Dwelling Units and 70,000 Square Feet Commercial (the "**MPUD**");

WHEREAS, Developer is the owner of the real property in Pasco County, Florida, legally described on **Exhibit "A"** attached hereto and incorporated herein by reference, which constitutes a portion of the MPUD and within which Developer intends to construct a residential development (hereinafter called the "**Project**"); and

WHEREAS, the MPUD and the Project are located in the Villages of Pasadena Hills, an area plan and overlay ("**VOPH**") that was created pursuant to Goal 6 of the Pasco County Comprehensive Plan (the "**Comprehensive Plan**") and Section 602 of the Pasco County Land Development Code (the "**LDC**"); and

WHEREAS, Goal 6 of the Comprehensive Plan and Section 602 of the LDC and the Pasadena Hills Financial Plan (which was adopted by the BCC originally on February 10, 2009, as amended) are collectively referred to hereinafter as the "**Enabling Documents**"; and

WHEREAS, the Enabling Documents create certain special mobility fees and surcharges per unit for residential development within VOPH collectively called a "VOPH Transportation Development Fee" (the "**TDF**" or "**TDFs**"); and

WHEREAS, the Enabling Documents also provide, provided certain terms and conditions are met, that the County will issue credits to be applied towards the payment of the TDFs, less the External Transportation Improvement Fee component of the TDFs (which is comprised of the External Transit Account, External SIS Mobility Fee Account and the External Roads Account), in the event that developer and certain other parties within VOPH (a) undertake the design, permitting and construction of certain identified roadways within VOPH, (b) provide for certain drainage/retention, floodplain compensation and wetland mitigation associated with such roadways, and acquire certain right-of-way associated therewith; and

WHEREAS, pursuant to the Enabling Documents, the MPUD requires that applicant/developer design, permit and construct certain improvements to Kiefer Road as generally depicted on **Exhibit "B-1"** (the "**Kiefer Improvements**") and New River Boulevard, a/k/a Magnolia Island Boulevard as generally depicted on **Exhibit "B-2"** (the "**New River Improvements**") (collectively, the "**Roadway Improvements**") that lie partially within the MPUD (on-site) and partially outside of the MPUD (off-site); and

WHEREAS, pursuant to the Enabling Documents, the MPUD also requires applicant/developer to (a) provide for certain drainage/retention, floodplain compensation and wetland mitigation associated with the Roadway Improvements and (b) dedicate, cause, the dedication of, acquire or provide funding for certain rights-of-way which are necessary to construct the Kiefer Improvements, each of which are identified and denoted on **Exhibit "C"**, which is attached hereto and incorporated herein by reference (the "**Right-of-Way Acquisition Map**"):

1. ROW Parcel Nos. 100, 102 and 104 (Kirkland Ranch Parcels, which has already been acquired by the County as further described herein);
2. ROW Parcel No. 103A (Reid Mayback); and
3. ROW Parcel Nos. 106(A-C), together with a slope easement over Slope Area 106H (Logan).

WHEREAS, Developer has provided the County the sum of $306,458.75 to offset the County's costs incurred in the transaction in which the County acquired ROW Parcel Nos. 100, 102 and 104 shown on the Right-of-Way Acquisition Map via that certain Special Warranty Deed recorded at Official Records Book 10934, Page

3182 of the Public Records of Pasco County, Florida from Kirland Ranch, Inc., a Florida corporation ("**Kirkland**") pursuant to an agreement between the County and Kirkland (the "**Kirkland Agreement**") and;

WHEREAS, this DA further sets forth a specific list of Developer's obligations concerning (a) the design, permitting and construction of the Roadway Improvements (the "**Construction Obligations**"), (b) the provision of such drainage/retention, floodplain compensation and wetland mitigation associated with the Roadway Improvements (the "**Drainage and Mitigation Obligations**") and (c) the dedication of certain right-of-way from Developer and the acquisition and/or funding for the County's acquisition of right-of-way as set forth on the Right-of-Way Acquisition Map (the "**Right-of-Way Obligations**"), the Construction Obligations, Drainage and Mitigation Obligations and the Right-of-Way Obligations being hereinafter collectively referred to as the "**Developer Obligations**");

WHEREAS, Developer is willing to undertake the Developer Obligations on the conditions that it is awarded the TDF Credits (as hereinafter defined) pursuant to the terms and conditions hereof; and

WHEREAS, the County and Developer desire to enter into this DA to provide for each of the same for the TDF Credits pursuant to the terms and conditions hereof; and

WHEREAS, the Board of County Commissioners, after public notice and hearing in accordance with applicable law, has approved this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the County and Developer hereby agree as follows:

1. WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this DA.

2. PURPOSE

It is the purpose and intent of this DA to further set forth terms and conditions for Developer to design, permit and construct the Roadway Improvements, provide for certain drainage/retention, floodplain

compensation and wetland mitigation associated with the Roadway Improvements as hereinafter described, and dedicate and acquire certain right-of-way as hereinafter described, if it is awarded the TDF Credits pursuant to the terms and conditions hereof, and to set forth the parties respective obligations regarding same. All terms and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in **Exhibit "A"**. Developer is the holder of legal title to the real property described on **Exhibit "A"** within the MPUD and its mailing address is 4065 Crescent Park Drive, Riverview, FL 33578, Attention: Beth Bradburn. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to Developer and its designated successors and assigns.

b. Duration and Effective Date: This DA shall be for the earlier of either the duration of twenty (20) years from the effective date of this DA or credit depletion, whichever occurs first subject to any conditions precedent or termination provisions herein or mutual agreement. The effective date of this DA shall be the date this DA is recorded in the Public Records of Pasco County. The Developer shall cause this DA to be recorded upon the latter of its approval by the BCC and its full execution by the parties hereto, but in any event in a timely manner as required by Section 163.3239, Florida Statutes.

c. Development Uses of Land: The Project is currently zoned MPUD Master Planned Unit Development District pursuant to the MPUD.

d. Public Facilities: Adequate transportation facilities are available for the Project through existing facilities and other transportation facilities being provided by Developer, third parties or the County, as required by the Enabling Documents and the MPUD. Adequate potable water and wastewater services for the Project are or will be available through Pasco County Utilities ("**PCU**"). Adequate disposal services for the Project are available through existing licensed collectors and the County's Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the

Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by Developer in accordance with the terms and conditions of the MPUD Master Planned Unit Development and satisfaction of all applicable County, State, and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) shall be provided in accordance with the LDC, as amended by the MPUD and its Conditions of Approval.

f. Local Development Permits Needed: Prior to the construction of the applicable portion of the Roadway Improvements, Developer shall obtain any necessary development approvals in accordance with the LDC. This provision does not exempt Developer from obtaining all other permits required by agencies with jurisdiction over the Project.

g. Findings: The County has found that the MPUD and the Project, as permitted and proposed, are consistent with the portions of the Comprehensive Plan applicable to the MPUD and the Project development approvals obtained as of the date of this DA, subject to the conditions of the MPUD and this DA.

h. Requirements Necessary for the Public Health, Safety, and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the County for the public health, safety, or welfare of its citizens have been identified and included within the MPUD and/or this DA. Developer shall be subject to the applicable MPUD conditions of approval and the other applicable provisions of the LDC, Code of Ordinances, and Comprehensive Plan necessary for the public health, safety, and welfare.

i. Compliance with Legal Requirements and Permitting: The failure of this DA to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the laws governing the said permitting requirement, condition, term, or restriction.

j. Zoning and Comprehensive Plan Issues: The current Comprehensive Plan Future Land Use Map classification for the MPUD is VOPH Village Mixed Use- Type 2B. The MPUD and the Project are consistent with the applicable provisions of the Enabling Documents and the other applicable Goals,

Objectives, and Policies of the Comprehensive Plan. The zoning classification for the MPUD and the Project are MPUD Master Planned Unit Development.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Creditable Roadway Improvements.

(1) Developer shall design, permit and construct the Roadway Improvements as set forth herein and depicted on **Exhibit "B-1**" and **Exhibit "B-2"**, but the New River Improvements may be designed and constructed in phases in accordance with Section 6 hereof. The Roadway Improvements shall include all applicable and necessary shoulders, sidewalks/multi-use paths, striping, stormwater-drainage facilities, floodplain mitigation, wetland mitigation and other roadway appurtenances, all as determined by the County and permitting agencies to be necessary during the design and permitting of the Roadway Improvements (collectively, the "**Roadway Appurtenances**"), together with any additional design, permitting construction items further detailed in Section 7(c) hereof. For the purposes of this DA, completion of construction of the Roadway Improvements shall be defined as when the applicable improvements are accepted by the County for maintenance (which is evidenced by the County accepting the maintenance guarantee posted by Developer) and open to the traveling public, and any required Defect Guarantee has been delivered to the County. Subject to the terms and conditions hereof, Developer shall receive reimbursements in the form of TDF Credits as set forth in Section 7 of this DA for the actual, reasonable, eligible amounts spent by Developer for the Roadway Improvements. TDF Credit-eligible expenditures must be segregated from site related expenditures within the invoicing/schedule of values provided the improvements are designed and/or constructed simultaneously. The procedures for such credits are set forth in Section 7 below.

b. Non-Creditable Site Related Improvements.

In addition to the Roadway Improvements (which are eligible for the TDF Credits pursuant to the terms hereof), Developer is obligated by the MPUD conditions of approval to undertake certain site access improvements, which are not part of the Roadway Improvements and for which Developer is NOT entitled to TDF Credits. Such site access improvements include:

i. A 205 foot southbound left turn lane and a 555 foot eastbound left turn lane at the intersection of Kiefer Road and New River Blvd.

5. ROADWAY IMPROVEMENTS DESIGN, PERMITTING, AND RIGHT-OF-WAY ACQUISITION

a. Design, Permitting, Right-of-Way Acquisition, and Construction Requirements: Developer shall design, permit, provide right-of-way for, and complete construction of, the Roadway Improvements (in phases, as to the New River Improvements) in accordance with the terms of this DA no later than December 31, 2026. All design, permitting, and construction for the Roadway Improvements shall be in accordance with the standards promulgated by the County and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets that are consistent with the applicable cross sections for the Roadway Improvements as set forth in the Enabling Documents. The final alignment and design of the Roadway Improvements shall be determined through the construction plans to be approved by the County hereunder (and which be in phases, as to the New River Improvements) and the same shall automatically supersede the depiction of the Roadway Improvements set forth on **Exhibit "B-1"** and **Exhibit "B-2"** without any further approvals of the Pasco County Board of County Commissioners. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise provided in this DA, any Roadway Improvement-related wetland and floodplain impacts and compensation shall be included in the design and indicated on the applicable plans.

b. Roadway Drainage Facilities: Developer shall provide drainage for the ultimate configuration of Kiefer Road as a 4-lane roadway with the VOPH 142-BB typical cross-section. Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Roadway Improvements shall be owned, operated, and maintained by the County subsequent to the expiration of the three (3) year Defect Guarantee period as set forth herein. Developer may, however, request of the County that Developer, a Community Development District validly existing under Chapter 190, Florida Statutes (a "**CDD**"), or other legal entity as may be approved by the

County, be allowed to maintain these facilities for the County roadways. If such request is granted, Developer or CDD, as applicable, shall provide appropriate easements to the County so that the County has the ability to maintain the facilities in the event Developer or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Roadway Improvements, all such drainage facilities shall remain owned by the underlying land owner, including Developer where applicable, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner (or a CDD or other similar legal entity as may be approved by the County). The underlying landowner (or a CDD or other similar legal entity as may be approved by the County) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the County. Appropriate easements to the County, as applicable, shall be provided on all lands owned by Developer and shall be obtained from all other underlying land owners, by condemnation if necessary (subject to the provisions hereof concerning the awarding of the TDF Credits), of land containing drainage facilities serving the Roadway Improvements, including those facilities that are commingled or combined, so the County has the ability to maintain the facilities associated with the Roadway Improvements in the event Developer or other respective underlying land owners default on its (their) obligation to maintain the facilities.

c. Wetland and Floodplain Mitigation: In the event that the permitted floodplain mitigation area(s) for the impacts associated strictly with the Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the County, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted floodplain mitigation areas related to the Roadway Improvements are commingled/combined with floodplain mitigation areas of the Project or any other facilities or developments, all the floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying landowner, including Developer or CDD, where applicable. In such an event, appropriate easements shall be provided to the County, as applicable, for

the floodplain mitigation areas associated with the Roadway Improvements which are owned by Developer and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Roadway Improvements, including those areas that are commingled or combined, so the County has the ability to maintain the facilities in the event Developer or other underlying land owner defaults on its (their) obligations to maintain the facilities. If wetland impacts are necessary for the construction of the Roadway Improvements (if the Roadway Improvements are part of a comingled project, only for the portion of such comingled project that is attributable to the Roadway Improvements), Developer shall obtain credits from a wetland mitigation bank with credits available (and which will satisfy the applicable governmental bodies and agencies) for such wetland impact at the lowest available cost for such credits, and Developer shall be entitled to TDF Credits from the County for Developer's actual out-of-pocket expense in obtaining such credits.

d. County Review and Approval of Design: Developer has completed and submitted one hundred percent (100%) design plans for the applicable Roadway Improvements to the County for review and approval. Any reviews and approvals by the County shall be completed by the County within the applicable timelines required by the County's Standard Review Time frames pursuant to the County's Development Manual if applicable to the Planning, Development, and Economic Growth Department or, if applicable to the Transportation Engineering Department, within such department's standard review timelines. All plans for the Roadway Improvements, once accepted and approved for construction by the County, shall become the property of the County.

e. Permitting Requirements: Developer and/or its contractor shall obtain any and all required permits for the work it is to perform from the County, and any and all applicable local and State regulatory agencies, including the Southwest Florida Water Management District.

f. County Cooperation: The County shall, upon Developer's request, cooperate with Developer in processing permit applications, and Developer agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the applicable phases of the Roadway Improvements.

g. County Review: Developer agrees and recognizes that the County shall not be held liable or responsible for any claims which may result from any actions or omissions of Developer or engineers/contractors selected by Developer, in which the County participated, either through review or concurrence of their actions. In reviewing, approving, and/or rejecting any submissions or acts of Developer or engineers/contractors selected by Developer, the County in no way assumes or shares any of the responsibility or liability of Developer or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The County will review the submittals, although detailed checking will not necessarily be done. Developer or engineers/contractors selected by Developer remain solely responsible for the work and are not relieved of responsibility by review comments.

h. Utilities Relocation: Developer shall coordinate the relocation of any utilities infrastructure in conflict with the Roadway Improvements, including County utilities. Relocation of any utilities infrastructure which is in conflict with the Roadway Improvements, including County utilities, shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. County shall be ultimately responsible for ensuring that any County utilities are relocated in a timely manner at the sole cost of the County Utilities Department. The County agrees, upon request of Developer, to cooperate with Developer in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner.

i. Right-of-Way Acquisition:

(1) Subject to the issuance of the TDF Credits as provided for herein, Developer shall be responsible for satisfying the Drainage and Mitigation Obligations and the Right-of-Way Obligations, which include acquiring, dedicating or causing to be dedicated, any right-of-way needed for the construction of the Roadway Improvements, including the Roadway Appurtenances (except where the County has agreed to acquire the right-of-way or has already acquired the necessary right-of-way), and which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site

stormwater drainage facilities, off-site stormwater drainage facilities, floodplain mitigation, wetland mitigation, guardrails, handrails, sidewalks and multi-use paths, and any other necessary appurtenances, together with other right-of-way for future segments of Tyndall Road which are not being constructed by Developer. The County acknowledges that the landowner to the west of the MPUD, Brightman Logan, as Trustee of the Brightman Logan Revocable Trust created under agreement dated January 23, 1991 ("**Logan**") including ROW Parcels 106 (A-C), and the slope easement over Slope Area 106H, all as shown on the Right-of-Way Acquisition Map (collectively, the "**Logan ROW**"), has agreed to convey the Logan ROW to the County for the construction of the Roadway Improvements. The consideration paid concerning the Logan ROW is a matter between the County and Logan, and not Developer. Developer shall not be obligated to acquire the Logan ROW and the conveyance of the same shall occur between the County and Logan, but in any event shall be a condition to the County's acceptance of the Roadway Improvements. Logan is hereby joining in this DA for the purposes of acknowledging and agree that it will accept the sum of $357,770.00 in mobility fee credits (no cash) (but which such credits shall not apply to the External Improvement Fee portion of the TDFs) for the conveyance of the Logan ROW to the County based on a value of $70,000.00 per acre for the Logan ROW (ROW Parcel No. 106A being 0.770 acres, ROW Parcel No. 106B being 2.017 acres and ROW Parcel No. 106C 2.324 acres, for a total of 5.111 acres). Logan will deliver the special warranty deed within 30 days of the BCC's approval of this DA.

The parties also knowledge that a portion of the land upon which the Roadway Improvements are to be constructed is the subject of the Temporary Construction and Access Easement for Kiefer Road recorded at Official Records 10951, Page 2236 of the Public Records of Pasco County, Florida (the "**School Board Easement**"). The School Board Easement permits the construction and use of a portion of the Roadway Improvements on land currently owned by the District School Board of Pasco County (the "**School Board**"). The original Grantee of the School Board Easement, JP Land Holdings LLC, a Delaware limited liability company, has assigned its rights thereunder to Developer, as developer of the MPUD. Because the School Board Easement expressly permits the assignment of the grantee's rights and/or obligation thereunder to Developer and to the County, if requested by the County, Developer will partially assign its rights arising under the School

Board Easement to the County prior to acceptance of the Roadway Improvements. Developer represents and warrants to the County that the satisfaction of the Right-of-Way Obligations and the County's acceptance of the assignment of the School Board Easement, or the County's acquisition of fee simple title to the land over which the School Board Easement runs, includes all land on which the Kiefer Improvements are to be constructed. The County will acquire fee title of the School Board Easement property within 30 days of the BCC's approval of this DA.

6. INTERSECTION IMPROVEMENTS BIDDING AND CONSTRUCTION

a. Competitive Selection of Contractors: With respect to construction of the Roadway Improvements (as may be phased in accordance with the terms hereof), Developer, at its election, shall comply with either the County's Developer Pipeline Bid and Payment Process document in effect as of the effective date of this DA or other County-approved bid and payment processes; provided, however, Developer may satisfy the bidding procedures in the County's Developer Pipeline Project Provisions document by providing such documentation reasonably acceptable to the County demonstrating that, unless otherwise approved by the County Administrator or designee, Developer solicited for bids and attempted to secure bids from at least three (3) qualified bidders and awarded a contract for the applicable portion, phase, or segment of the Roadway Improvements with costs consistent with other comparable projects located within Pasco County, as reasonably determined by the County. To that end, the Developer shall retain full control of any and all bids and determinations regarding bidder qualification and determination of the qualified lowest bidder. The Developer may elect in its reasonable discretion to award the bids of portions, phases, or segments of the Roadway Improvements to a qualified bidder that is not the lowest overall bidder; provided however, any TDF Credit amounts for construction of the Roadway Improvements that are the subject to such bid may be limited to quantities and amounts awarded in comparable projects located in Pasco County, Florida, as reasonably determined by the County. The County acknowledges that this project (the construction of the Roadway Improvements, together with all associated drainage and improvements) has been formally bid, a contract has been executed and a notice-to-proceed has been issued to the low-bidder (Ripa & Associates or its affiliate). Any

creditable costs incurred by the Developer pursuant to such contract for the construction of the Roadway Improvements prior to execution of this DA are eligible for TDF Credits pursuant to the terms and conditions hereof.

b. Roadway Improvements Construction: Developer shall proceed and complete the construction of the Roadway Improvements in accordance with the final alignment, design, specification, and construction plans as approved by the County, and other applicable Federal, State, and regional regulatory agencies. Notwithstanding any other provision of this DA, Developer may design and construct the New River Improvements in phases provided that: (a) the Kiefer Improvements have been completed, accepted and the defect guarantee for the same posted in favor of the County in accordance with Section 8.b hereof; (b) the phase of the New River Improvements to be constructed provides access from a phase of development within the MPUD through the New River Improvements to Curley Road via the Kiefer Improvements; and (c) the northernmost phase of the New River Improvements providing access to a phase of development within a MPUD must include the remaining, northernmost section of the New River Improvements within the MPUD extending to Tyndall Road. Developer shall be entitled to TDF Credits for the Kiefer Improvements and such phase(s) of the New River Improvements upon completion of such improvements, acceptance of the same by the County, and the posting the applicable defect guarantees in accordance with Section 8.b hereof.

c. Tender of Improvement Area: Upon the issuance of the Notice to Proceed by the Developer to its contractor the area covered by Notice to Proceed shall be deemed to be tendered to the Developer's contractor and such entity shall be in the custody and control of the project areas. The Developer's contractor shall be responsible for providing a safe work zone for the public.

d. County Observation: The County's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Roadway Improvements and shall at all times have access to the work being performed pursuant to this DA for the County's observation. However, should the County observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the County shall notify Developer and its representative in writing, and

Developer shall, at its cost, correct the deficiencies, as necessary. Nothing herein shall require the County to observe or inspect the work on the Roadway Improvements. Developer shall be solely responsible for ensuring that the Roadway Improvements are constructed in accordance with the plans, specifications, and required standards of the County. Observations by the County that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of Developer's requirements herein.

e. Right-of-Way: Prior to the County's acceptance of the Roadway Improvements, Developer shall meet the applicable requirements of the County and cause any and all rights-of-way under their ownership/control, including rights-of-way for drainage facilities and floodplain mitigation, as necessary and appropriate, to be conveyed to the County. If any such drainage facilities or floodplain mitigation is required and not satisfied with ponds being conveyed to the County in fee simple, all such conveyances shall include access easements, be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances which restrict its use for road purposes, including exemption from all covenants and deed restrictions. If applicable for proposed co-mingled ponds and associated stormwater facilities, an easement shall be required for drainage purposes into the stormwater system and pond(s) which holds the stormwater caused by the construction of the Roadway Improvements.

f. Construction Requirements: During the construction phases of the Roadway Improvements, Developer shall:

(1) Provide its own on-site inspection and observation by a professional engineer registered in the State of Florida for the purpose of observing and inspecting all construction to ensure it is built according to the plans and specifications (CEI). Such professional engineer shall be approved by the County.

(2) Obtain all necessary Right-of-Way Use Permits from the County for the applicable phases.

(3) Be responsible for supervising and inspecting the construction of the Roadway Improvements and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

(4) Be responsible for full and complete performance of all applicable phases of construction activities required pursuant to this DA. Developer's contractor shall be responsible for the care and protection of any materials provided or work performed for the Roadway Improvements until the improvements are completed and accepted by the County, which acceptance shall not be unreasonably withheld.

(5) Require testing by an independent laboratory, acceptable to the County in accordance with Pasco County Transportation Engineering Department's testing specifications for construction of roads, stormwater drainage, and utilities as applicable. Any failed tests shall be reported to the County Engineer or designee immediately, and all test reports shall be provided on a quarterly basis to the County Engineer or designee.

(6) Provide a certification from a professional engineer registered in the State of Florida which shall certify that all designs, permits, and construction activities for the applicable Roadway Improvements are in substantial conformance with the standards established by the County. Said certification shall conform to the standards in the industry and be in a form acceptable to the County.

(7) Provide to the County copies of all design drawings, as-built drawings, permits and post-construction permit close-outs/satisfactions received for the applicable Roadway Improvements, as applicable, and such information shall become the property of the County upon submission. All plans submitted to the County shall include electronic files compatible with *AutoCADD*.

7. TRANSPORTATION DEVELOPMENT FEES, CREDITS AND REIMBURSEMENTS

a. The Project shall be assessed TDFs in accordance with the Enabling Documents and the County's adopted regulations, subject to the provisions of this DA.

b. Upon the effective date of this DA, County agrees to post, in a separate TDF account, the portion of the TDF from within the MPUD, less the External Improvement Fee portion of the TDFs,

paid to the County from within the MPUD ("**Magnolia Island TDF Paid Account**"); provided, however, that the County shall not be required to post in such separate account the TDFs received from within the MPUD once the County has received TDFs that exceed the estimated cost of the Creditable Expenditures (as hereinafter defined), as established by an engineer's cost estimate provided by Developer after the bid has been awarded for the construction of the Roadway Improvements.

c. Developer shall receive fee credits against the TDF (but which such credits shall not apply to the External Improvement Fee portion of the TDFs) ("**TDF Credits**") for the actual, reasonable amounts spent for the Roadway Improvements and the other fee creditable items as set forth herein, which include the following: actual, reasonable, and eligible amounts spent by Developer for the Roadway Improvements shall include design, permitting and construction costs (including, without limitation, the cost of mass grading, any subsurface/soil stabilization work, bonding and insurance costs, testing and CEI expenses and services (shall be submitted on an hourly rate basis), the Drainage and Mitigation Obligations and, to the extent permitted hereby as more specifically set forth below in this subsection 7(c), the Right-of-Way Obligations (all such costs and expenses, the "**Creditable Expenditures**"). The Creditable Expenditures shall include any payments to vendors for project costs of the Roadway Improvements that were made or otherwise incurred before the date this DA is fully executed, provided that the such costs are otherwise substantiated by the County is accordance with the other terms and conditions of this DA. TDF Credit-eligible expenditures must be segregated from site related expenditures within the invoicing/schedule of values provided the improvements are designed and/or constructed simultaneously. Notwithstanding any other provision of this Agreement: (a) the Developer shall not be entitled to TDF Credits for the dedication of right-of-way unless such right-of-way was acquired by Developer from third parties for the dedication of the same to the County in accordance with subsection (b) of this sentence (and such third parties were at the time of such acquisition not already obligated to convey such right-of-way pursuant to a rezoning condition of approval or other agreement between such third party and the County) and such right-of-way is required pursuant to the County-approved construction plans; and (b) the TDF Credits to be awarded to Developer for the acquisition of right-of-way from third parties as part

of the Right-of-Way Obligations shall be limited to the lesser of the actual cost of such acquired right-of-way or Seventy Thousand and no/100 Dollars ($70,000.00) per gross acre for such acquired right-of-way unless otherwise approved by the County Administrator or designee; provided, however, that the County acknowledges that Developer has funded the County's acquisition of certain right-of-way for Kiefer Road from Kirland pursuant to the Kirkland Agreement in the amount $306,458.75, which such amount is based on the sum of Seventy Thousand and no/100 Dollars ($70,000.00) per gross acre for the subject right-of-way, plus the County's closing costs associated with the acquisition of such right-of-way, and the County shall issue Developer TDF Credits for the full amount of such $306,458.75. Unless otherwise approved by the County Administrator or designee, Creditable Expenditures for each phase shall not exceed the following:

(1) Bonding – 1.5% of total construction contract price

(2) Insurance - 1% of total construction contract price

(3) Testing - 3% of total construction contract price

(4) CEI – 12 % of total construction contract price

(5) Design & Permitting - 12% of total construction contract price

d. Upon completion of design of the applicable phase of the Roadway Improvements, Developer shall be eligible to apply for and receive TDF Credits for Creditable Expenditures, but if Developer applies for such TDF Credits for such design and permitting costs prior to the determination of the construction contract price for the applicable phase of the Roadway Improvements, the final TDF Credits for such phase shall be adjusted upon the completion of construction of the applicable Roadway Improvements to ensure that the TDF Credits for the Design and Permitting do not exceed 12% of the total construction contract price for the applicable phase as set forth above. Requests for TDF Credits may be submitted to the County at a frequency no greater than monthly and in accordance with the guidance outlined in the County's "Developer Pipeline Project Provisions" document, unless otherwise provided for herein. The County shall establish a credit in an account entitled the "**Magnolia Island TDF Credit Account**" for all undisputed Creditable Expenditures within sixty (60) days of submittal. Any disputed amounts not approved prior to the end of the sixty (60) day period will be carried

over to the next submittal for credit or denial. Should any amount be denied for credit, Developer may appeal such decision in a manner consistent with the Enabling Documents or the County's adopted mobility fee regulations. All such requests and invoices shall be submitted to the County within ninety (90) days of final acceptance of the applicable phase of the Roadway Improvements by the County as applicable, or for amounts under dispute, no later than ninety (90) days after the conclusion of the dispute, unless extended by the County Administrator or designee, but in no event more than thirty-six (36) months after the completion of the Roadway Improvements and their acceptance by the County or applicable CDD. The County agrees to place or list the Roadway Improvements in the CIP, CIE, Transportation Element or LRTP to the extent necessary to allow for the TDF Credits provided for herein.

e. Simultaneously with the first two requests for credit issuance, Developer may apply to exchange TDF Credits to be established in the Magnolia Island TDF Credit Account for cash reimbursements from the Magnolia Island TDF Paid Account. Thereafter, requests to exchange TDF Credits in the Magnolia Island TDF Credit Account for cash reimbursements from the Magnolia Island TDF Paid Account may be submitted to the County at a frequency of no greater than quarterly. All such exchange requests shall include documentation identifying the amount of the TDFs (excluding the External Improvement Fee portion of the TDFs) Developer believes have been collected by the County since Developer's last exchange request and identifying the corresponding lots, parcels and/or addresses. To the extent that funds exist in the Magnolia Island TDF Paid Account, County shall make the cash reimbursement payment to Developer within sixty (60) days of submittal. The cash reimbursement payment to Developer shall be subject to all other requirements of the Prompt Payment Act. All cash reimbursements from the Magnolia Island TDF Paid Account shall result in a corresponding decrease in the Magnolia Island TDF Credit Account.

f. Developer may sell and assign TDF Credits against the TDF (excluding the External Improvement Fee portion of the TDFs) from the Magnolia Island TDF Credit Account to end users anywhere within VOPH and execute credit letters to be presented to the County. Developer may also elect to register its TDF Credits for sale at par value with the VOPH Fee Credit Registry. End users may not use credits

for the External Improvement Fee portion of the TDFs. It is anticipated that, to the maximum extent possible, TDF Credit letters will be submitted to the County whenever Developer has County approved TDF Credits to cover the TDFs fees that are due.

g. The County reserves the right to pay out annually the cash value of any unused, accrued, TDF Credits to Developer and such cash value shall be removed from any credit balance.

8. PERFORMANCE, PAYMENT AND DEFECT GUARANTEES

a. Performance and Payment Guarantees: Prior to commencing construction of the Roadway Improvements, Developer shall post in favor of the County and provide the County, for its approval, performance and payment guarantee(s) acceptable to the County to guarantee payment as required by law and to guarantee performance of its contractual obligations. The performance and payment guarantee(s) shall be with a bank, surety, or other financial institution acceptable to the County, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The performance and payment guarantee(s) shall be in the amount of 125% of the Construction Contract, be in a form acceptable to the County Attorney's Office, and comply with section 255.05, Florida Statutes. Within sixty (60) days of final acceptance of the Roadway Improvements by the County, the County Administrator or designee shall issue a memorandum to release the performance guarantee and accept the defect guarantee required below.

b. Defect Guarantees: Upon completion of the Roadway Improvements and final acceptance by the County, Developer shall guarantee to the County that all equipment furnished and work performed is free of defects in workmanship or materials for a period of three (3) years for improvements in the County's right-of-way after final acceptance, and, that if any part of the construction should fail within this period, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the County. The performance guarantee for the Roadway Improvements may cover this guarantee, if it remains in place for a period of three (3) years for improvements in the County's right-of-way in an amount equal to fifteen percent 15% of the applicable construction contract amount or Developer may post a separate defect guarantee

acceptable to the County. Developer is required to advise the County of the warranty option it has selected prior to the County's final acceptance of the Roadway Improvements. Developer shall be responsible for requesting, in writing, a final inspection from the County's Transportation Engineering Inspections Division not before ninety (90) days prior to the termination of the three (3) year defect guarantee period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify Developer within ten (10) days of such request, providing a list of defects in workmanship or materials to be remedied by Developer before the expiration of the three (3) year defect guarantee period. Within sixty (60) days of the remedy of any defects in materials or workmanship, or in the case of no defects, but in any case, no sooner than the expiration of the three (3) year defect guarantee period, the County Administrator or designee shall issue a memorandum to release the defect guarantee.

9. INDEMNIFICATION AND INSURANCE

a. Indemnification: Developer shall indemnify and hold harmless the County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the Roadway Improvements, provided that any such liability, claim, suit, demand, damage, loss or any expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Roadway Improvements itself), including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of Developer or anyone directly or indirectly employed by Developer, or anyone for whose acts any of them may be liable.

Developer shall indemnify and hold harmless the County and anyone directly or indirectly employed by the County from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others in connection with the performance of the Roadway Improvements, and shall defend all such claims in connection with any alleged infringement of such rights.

b. Insurance - Developer's contractor(s):

Prior to the execution of the construction agreement for the Roadway Improvements between Developer and its contractor, the contractor shall provide Developer a certificate of insurance and a true and exact copy of all insurance policies, including additional insured endorsements. Said insurance coverage, and contracts for insurance other than Worker's Compensation and Employer's Liability Policy, shall name the following as additional insureds:

Developer

HOMES BY WESTBAY, LLC
4065 Crescent Park Drive
Riverview, FL 33578
Attention: Beth Bradburn

With a copy to:

Clarke G. Hobby, Esq.
Hobby & Hobby, P.A.
109 N. Brush St., Suite 250
Tampa, FL 33602

County
Pasco County, Florida
Pasco County Government Center
Attn: County Administrator
8731 Citizens Drive, Suite 310
New Port Richey, FL 34654
Fax: (727) 847-8084

General Conditions For All Required Policies:

All insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide.

Developer's contractor(s) will provide evidence of insurance coverage as follows:

To Developer:

One (1) true and exact copies of all required insurance policies, including additional insured endorsements, and

One (1) original executed Certificate of Insurance on the form provided by the County.

To the County:

One (1) true and exact copies of all required insurance policies, including additional insured endorsements, and

Four (4) original, executed Certificate of Insurance on the accord form provided by the County

The Certificate should set forth the original signatures of the authorized representative of the insurance company(ies) identified. The Certificate should also reference the Agreement between Developer and its contractor for the Roadway Improvements.

All policies shall require the insurer to deliver to Developer and the County thirty (30) days written notice prior to any cancellation, intent not to renew or reduction in coverage and ten (10) days written notice of any nonpayment of premium. Such notice shall be delivered by U.S. Mail to the above addresses.

The insurance required herein shall be primary to any insurance or self-insurance program of Developer or the County which is applicable to the work provided.

The County shall have the right to review and approve the provided insurance coverage prior to the execution of the construction agreement or issuance of the Notice to Proceed, whichever is earlier.

Insurance Certificates and Policies provided by Developer's contractor will provide evidence of insurance coverage in amounts as follows:

The insurance carrier is required to waive its rights of subrogation against Developer and the County as well as their agents and employees.

Employer's Liability:	$1,000,000 per accident
Commercial General Liability:	$2,000,000 general aggregate
Product & Complete Operations:	$2,000,000 general aggregate
Bodily Injury (including death):	$1,000,000 per person
	$2,000,000 per occurrence
Personal Injury & Advertising Injury:	$500,000 per occurrence
Property Damage:	$1,000,000 per occurrence
Fire Damage:	$500,000 per any (1) fire
Hired & Non-Owned Autos	
or Automobile - Owned Bodily	
/Personal Injury Property Damage:	$1,000,000 combined single limit
Excess/Umbrella Liability:	$3,000,000 per occurrence
	$3,000,000 general aggregate

c. Insurance - Developer’s Engineer

Prior to the execution of the agreement for the Roadway Improvements between Developer and its engineer, the engineer shall provide Developer and County evidence of insurance coverage as follows:

Professional Errors and	$1,000,000 per occurrence
Omissions Liability:	

Occurrence from professional liability insurance is preferred, however, in the event the engineer is only able to secure claims made professional liability insurance, the engineer shall be obligated in the agreement between

Developer and the engineer to maintain insurance in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of five (5) years from the date of said agreement.

10. GENERAL PROVISIONS

a. Independent Capacity: Developer and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this DA, independent contractors and not employees, agents, or servants of the County or joint ventures with the County. Developer does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this DA. The County shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to Developer in connection with the Roadway Improvements or for debts or claims accruing to such parties against Developer. There is no contractual relationship expressed or implied between the County and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to Developer as a result of the Roadway Improvements.

b. Termination: The County may terminate this DA upon Developer's failure to comply with the terms and conditions of this DA. The County shall provide Developer with a written Notice of Termination, stating the County's intent to terminate and describing those terms and conditions with which Developer has failed to comply. If Developer has not remedied the failure or initiated good faith efforts to remedy the failure within ninety (90) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the County may terminate this DA immediately without further notice, and Developer shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to the County under Florida law, but it is in addition thereto. This DA shall automatically terminate upon the full and timely application of all TDF Credits and/or payment of all funds in the Magnolia Island TDF Paid Account (if the combination of the same is equal to the TDF Credits having been awarded to Developer pursuant to this DA) to Developer or its designees in accordance herewith, and thereafter, the County agrees to promptly process a formal termination of this DA and to cause the same to be recorded in the Public Records of Pasco County, Florida.

c. Contracts: All construction contracts entered into by Developer for the Roadway Improvements shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each paragraph set forth in this DA. Developer shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Developer shall cause the applicable portions of this DA to be included and made a part of any contract for the Roadway Improvements.

d. Law Compliance: Developer and the County will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to performance under this DA. In particular, Developer verifies and affirms that it is in compliance with the 8 USC, Section 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by Developer or by any contractor or vendor of Developer during the term of the DA a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this DA by the County.

e. Certification: Developer shall provide certification to the County, under the seal and signature of a registered, professional engineer that the Roadway Improvements have been constructed in accordance with the standards promulgated by the County; the contract documents; and this DA.

f. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: HOMES BY WESTBAY, LLC, 4065 Crescent Park Drive, Riverview, FL 33578, Attention: Beth Bradburn, with a copy to Clarke G. Hobby, Esq., 109 N. Brush St., Suite 250, Tampa, FL 33602, Pasco County, c/o Assistant County Administrator (Development Services), West Pasco Government Center, 8731 Citizens Drive, Suite 320, New Port Richey, FL 34654, with a copy to David A. Goldstein, Chief Assistant County

Attorney, West Pasco Government Center, 8731 Citizens Drive, Suite 340, New Port Richey, FL 34654. These addresses may be changed by giving notice as provided for in this paragraph.

g. Entire Agreement: This DA embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this DA supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written; provided, however, that nothing shall relieve Developer of any development approval requirements or conditions previously imposed or authorized to be imposed under the County's LDC or Comprehensive Plan for future permits required by Developer. All exhibits attached hereto are incorporated herein by reference.

h. Modification and Amendment: Neither this DA, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument.

i. Waiver: The failure of any party to this DA to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this DA shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

j. Contract Execution: This DA may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

k. Gender: Whenever the contract hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

l. Headings: All article and descriptive headings of paragraphs in this DA are inserted for convenience only and shall not affect the construction or interpretation hereof.

m. Severability: Each provision of this DA and the related MPUD conditions of approval are material to the Board of County Commissioners approval of this DA. Accordingly, the provisions are not severable. In the event any section, sentence, clause, or provision of this DA or the related MPUD

conditions of approval are declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this DA and the related MPUD conditions of approval shall be suspended until such time the Board of County Commissioners modifies the DA or the related MPUD conditions of approval to address the illegal or invalid provision; provided however, such determination shall not affect the validity of entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, or CO approval as of the date the determination is made. Developer-requested amendments to this DA and the related MPUD conditions of approval shall not be considered challenges to this DA or the related MPUD conditions of approval and decisions by the Board of County Commissioners regarding any Developer-requested amendments, or the like, shall not have the effect of suspending this DA or the related MPUD conditions of approval under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of the DA or the related MPUD conditions of approval and the challenged portion of the DA or the related MPUD conditions of approval are subsequently declared illegal or invalid, this DA or the related MPUD conditions of approval shall not be suspended, and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third-party challenge, Developer shall cooperate with the County to amend this DA or the MPUD conditions of approval to address the portion which has been declared invalid or illegal.

n. Construction: The parties hereby agree that each has played an equal part in the negotiation and drafting of this DA and, in the event any ambiguity should be realized in the construction or interpretation of this DA, the result of such ambiguity shall be equally assumed and realized by each of the parties to this DA.

o. Cancellation: This DA may be canceled by mutual consent of the parties to the DA.

p. Third Party Beneficiaries: Except for Logan, who has joined in this DA as set forth herein, nothing in this DA shall be construed to benefit any person or entity not a party to this DA.

q. Strict Compliance with Laws: Developer agrees that acts to be performed by it in connection with this DA shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.

r. Nondiscrimination: Developer will not discriminate against any employee employed in the performance of this DA or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. Developer shall insert a similar provision in all contracts for the Roadway Improvements.

s. Signatories Authority: By the execution hereof, the parties covenant that the provisions of this DA have been duly approved and signatories hereto are duly authorized to execute this DA.

t. Right-of-Way Use Permit: Developer shall obtain Right-of-Way Use Permit(s) from the County as required by applicable law.

u. Controlling Law: This DA shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this DA shall be in Pasco County, Florida.

v. Successors and Assigns: The terms of this DA shall run with the land and be binding upon Developer and owners and their successors and assigns. Developer and owners may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

w. Force Majeure: In the event Developer's or County's performance of this DA is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or

a restraining order or injunction of any court, Developer or County shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts Developer's or County's performance of this DA as reasonably determined by the other party. This paragraph shall not apply to force majeure events caused by Developer or under Developer's control, or caused by the County or under the County's control, as applicable. In the event that performance by Developer or County of the commitments set forth in this DA shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Roadway Improvements and which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other party regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this DA.

x. Notwithstanding any other provision of this DA, the County acknowledges and agrees that while Developer shall be primarily responsible for its obligations hereunder, such obligations may be satisfied, in whole or in part, by the performance of the Affiliates (as hereinafter defined) of Developer, its designated successors and assigns or their Affiliates, or any CDD ((individually, a "**Designated Entity**" or collectively, the "**Designated Entities**"). For purposes of this DA, "**Affiliates**" shall mean any individuals or entities that directly or indirectly, through one or more intermediaries, controls, are controlled by or are under common control with Developer, its principals or the designated successors or assigns of Developer. The County shall recognize Designated Entities' payment or performance of any obligations required in this DA or any agreement related to this DA, as payment or performance by Developer. Notwithstanding any other provision of this DA, to the extent the design, permitting and construction of any phases of the Roadway Improvements are

undertaken or paid for by a Designated Entity other than the Developer (such as a CDD), such Developer Entity shall be entitled to the TDF Credits for such applicable phases.

y. Public Records. Developer, its agents, and all contractors performing work under this Agreement, as applicable, shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, each such party shall (a) keep and maintain those public records required by the County hereunder to perform the services under this Agreement; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the applicable party does not transfer the records to the County; and (d) upon completion of the Agreement, transfer, at no cost to the County, all public records in possession of such party. Upon transfer, the party shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this Agreement will become the property of the County. This paragraph shall survive the expiration or termination of this Agreement.

IF ANY APPLICABLE PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (727) 815-7092, E-MAIL ADDRESS oeg@pascocountyfl.net, WEST PASCO GOVERNMENT CENTER, 8731 CITIZENS DRIVE, SUITE 135, NEW PORT RICHEY, FLORIDA 34654. Under Florida law, a company who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement. Such records shall be and remain available at the applicable party's

place of business at all reasonable times during the term of this Agreement and for five (5) years after Agreement termination.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this DA on the dates set forth below.

THE COUNTY:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

_____
NIKKI ALVAREZ-SOWLES, ESQ., CLERK
AND COMPTROLLER

_____
KATHRYN STARKEY, CHAIRMAN

Date: _____

[EXECUTION PAGES OF DEVELOPER TO FOLLOW]

WITNESSES:

DEVELOPER:

HOMES BY WESTBAY, LLC, a Florida limited liability company

Address 1:_____
Address 2:_____

Title:_____

_____
Print Name:_____
Address 1:_____
Address 2:_____

Dated:_____, 202__

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ date), by _____, as _____ of HOMES BY WESTBAY, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ (type of identification) as identification.

Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced:

_____
(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)
My Commission expires:

Affix Notary SEAL

[LIMITED JOINDER OF LOGAN TO FOLLOW]

LIMITED JOINDER OF LOGAN

LOGAN hereby joins in this DA for the sole purposes of agreeing and acknowledging this it will take, as full consideration of the dedication of the Logan ROW, the sum of $357,770.00 in mobility fee credits (but which such credits shall not apply to the External Improvement Fee portion of the TDFs) from the County and will convey the ROW by special warranty deed by the deadline in Section 5(i).

WITNESSES:

LOGAN:

Address 1:_____
Address 2:_____

By:_____
Brightman Logan, as Trustee of the Brightman Logan Revocable Trust created under agreement dated January 23, 1991

_____
Print Name:_____
Address 1:_____
Address 2:_____

Dated:_____, 202__

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ date), by _____, as _____ of Brightman Logan, as Trustee of the Brightman Logan Revocable Trust created under agreement dated January 23, 1991, who is personally known to me or who has produced _____ (type of identification) as identification.

Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced:

_____
(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)
My Commission expires:

Affix Notary SEAL

EXHIBITS

Exhibit "A"	-	Legal Description
Exhibit "B-1"	-	Depiction of Kiefer Improvements
Exhibit "B-2"	-	Depiction of New River Improvements
Exhibit "C"	-	Right-of-Way Acquisition Map

EXHIBIT “A”

See attached legal description

EXHIBIT A

THE PROPERTY

MAGNOLIA ISLAND
PURCHASE PARCEL 1A

DESCRIPTION: That part of the land described in Warranty Deed, as recorded in Official Records Book 8805, Page 1873, as recorded in the Public Records of Pasco County, Florida and lying in Section 24, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 24, also being the Northwest corner of FARMINGTON HILLS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 50, Pages 1 through 7 inclusive, of the Public Records of Pasco County, Florida, for a **POINT OF BEGINNING,** run thence along the East boundary of the Northeast 1/4 of said Section 24 and the Westerly boundary of said FARMINGTON HILLS SUBDIVISION, S.00°19'41"W., 1784.76 feet; thence along the North boundary of the South 2185.07 feet of the North 3/4 of said Section 24, S.89°51'31"W., 1600.00 feet; thence along the West boundary of the East 1600.00 feet of said Section 24, S.00°19'41"W., 1746.08 feet; thence WEST, 308.85 feet; thence N.35°00'00"W., 370.26 feet; thence S.55°00'00"W., 267.65 feet to a point of curvature; thence Southwesterly, 530.08 feet along the arc of a curve to the left having a radius of 565.00 feet and a central angle of 53°45'17" (chord bearing S.28°07'22"W., 510.85 feet) to a point of compound curvature; thence Southeasterly, 39.49 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°30'43" (chord bearing S.44°00'38"E., 35.51 feet) to a point of tangency; thence S.89°16'00"E., 954.73 feet to a point on the aforesaid West boundary of the East 1600.00 feet of Section 24; thence along said West boundary of the East 1600.00 feet of Section 24, S.00°19'41"W., 92.23 feet to a point on the Northerly boundary of the Maintained Right-of-Way for KIEFER ROAD, as recorded in Maintained Right-of-way Book 4, Page 32, of the Public Records of Pasco County, Florida; thence along said Northerly boundary of the Maintained Right-of-Way for KIEFER ROAD, the following two (2) courses: 1) N.89°14'37"W., 672.57 feet; 2) N.89°19'07"W., 377.17 feet to a point on the East boundary of the West 1/2 of the aforesaid Section 24; thence along said East boundary of the West 1/2 of Section 24, N.00°23'17"E., 1680.93 feet; thence N.89°36'43"W., 181.65 feet; thence N.03°30'00"W., 194.00 feet; thence N.04°00'00"E., 33.10 feet; thence N.35°20'00"W., 17.79 feet; thence N.70°00'00"W., 182.00 feet; thence N.30°20'00"W., 340.00 feet; thence N.62°05'00"W., 355.00 feet; thence N.60°30'00"W., 325.00 feet; thence N.48°50'00"W., 375.00 feet to a point on the East boundary of the West 1218.64 feet of the Northwest 1/4 of the aforesaid Section 24; thence along said East boundary of the West 1218.64 feet of the Northwest 1/4 of Section 24, N.00°24'29"E., 1104.00 feet to a point on the North boundary of said Northwest 1/4 of Section 24; thence along said North boundary of the Northwest 1/4 of Section 24, S.89°58'27"E., 1321.00 feet to a point of cusp; thence Southwesterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of

90°00'00" (chord bearing S.45°01'33"W., 35.36 feet) to a point of tangency; thence S.00°01'33"W., 222.04 feet to a point of curvature; thence Southeasterly, 48.88 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 112°01'33" (chord bearing S.55°59'13"E., 41.46 feet) to a point of tangency; thence N.68°00'00"E., 237.26 feet to a point of curvature; thence Easterly, 39.35 feet along the arc of a curve to the right having a radius of 425.00 feet and a central angle of 05°18'20" (chord bearing N.70°39'10"E., 39.34 feet); thence N.00°04'17"E., 168.07 feet to a point on the North boundary of the aforesaid Northeast 1/4 of Section 24; thence along said North boundary of the Northeast 1/4 of Section 24, S.89°55'43"E., 2488.58 feet to the **POINT OF BEGINNING.**

And

MAGNOLIA ISLAND
PURCHASE PARCEL 1B

DESCRIPTION: That part of the land described in Fee Simple Deed, as recorded in Official Records Book 2000, Page 1924, as recorded in the Public Records of Pasco County, Florida and lying in Section 24, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 24, run thence along the North boundary of said Section 24, S.89°58'27"E., 1218.64 feet to the Northwest corner of the property described in Warranty Deed, as recorded in Official Records Book 8805, Page 1873; thence along the Westerly boundary of said property described in Warranty Deed, as recorded in Official Records Book 8805, Page 1873, also being the East boundary of the West 1218.64 feet of the Northwest 1/4 of the aforesaid Section 24, S.00°24'29"W., 1104.00 feet; thence S.48°50'00"E., 375.00 feet; thence S.60°30'00"E., 325.00 feet; thence S.62°05'00"E., 355.00 feet; thence S.30°20'00"E., 340.00 feet; thence S.70°00'00"E., 182.00 feet; thence S.35°20'00"E., 17.79 feet; thence S.04°00'00"W., 33.10 feet; thence S.03°30'00"E., 194.00 feet to a point on the aforesaid Westerly boundary of property described in Warranty Deed, as recorded in Official Records Book 8805, Page 1873, also being the **POINT OF BEGINNING;** thence along said Westerly boundary of said property described in Warranty Deed, as recorded in Official Records Book 8805, Page 1873, the following two (2) courses: 1) S.89°36'43"E., 181.65 feet to a point on the East boundary of the West 1/2 of the aforesaid Section 24; 2) along said East boundary of the West 1/2 of Section 24, S.00°23'17"W., 292.10 feet; thence N.31°29'17"W., 343.97 feet to the **POINT OF BEGINNING**.

EXHIBIT "B-1"

See attached depiction of Kiefer Improvements

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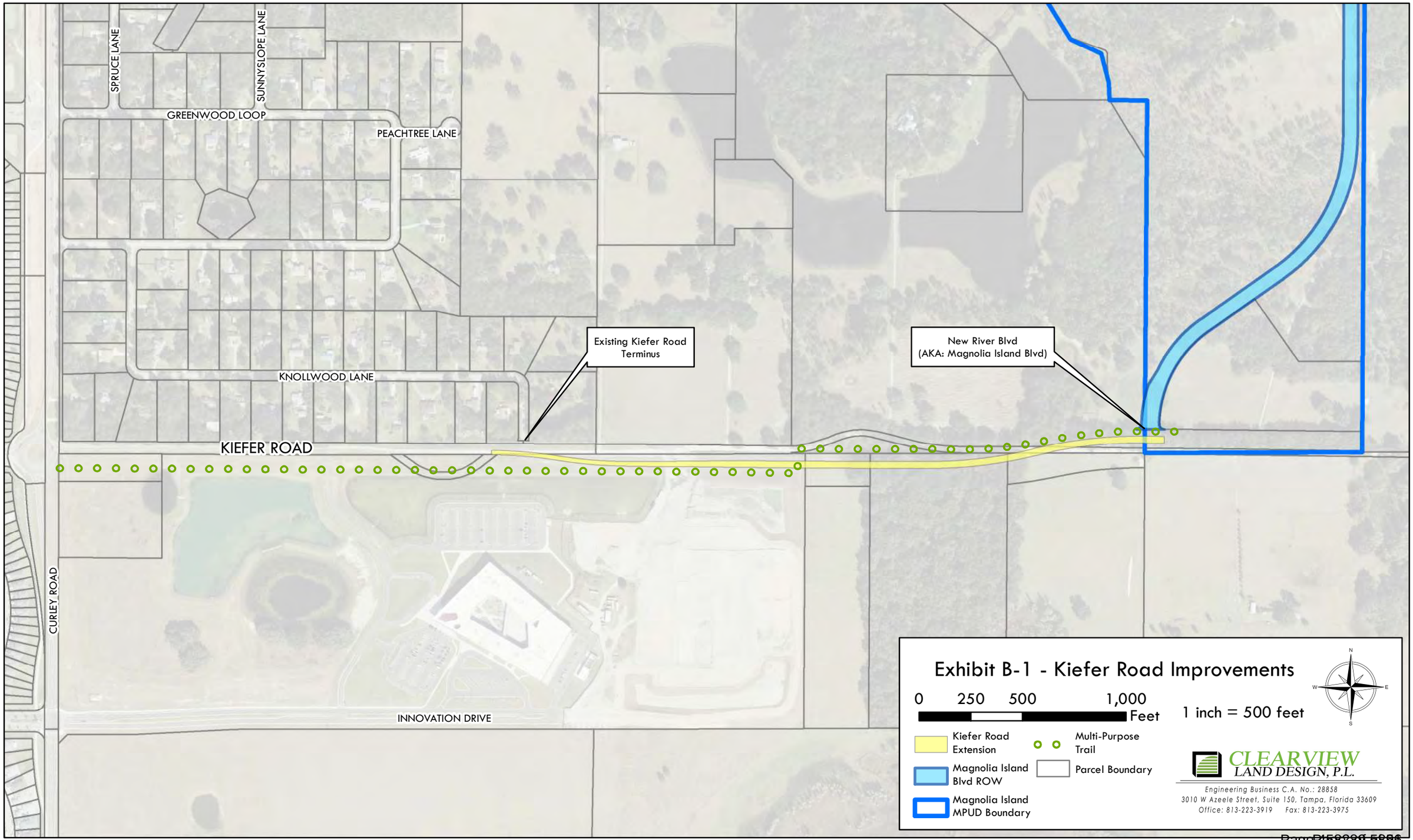

SPRUCE LANE
SUNNYSLOPE LANE
GREENWOOD LOOP
PEACHTREE LANE
KNOLLWOOD LANE
KIEFER ROAD
CURLEY ROAD
INNOVATION DRIVE
Existing Kiefer Road Terminus
New River Blvd (AKA: Magnolia Island Blvd)
Exhibit B-1 - Kiefer Road Improvements
0 250 500 1,000 Feet
1 inch = 500 feet
N
W
E
S
Kiefer Road Extension
Multi-Purpose Trail
Magnolia Island Blvd ROW
Parcel Boundary
Magnolia Island MPUD Boundary
CLEARVIEW LAND DESIGN, P.L.
Engineering Business C.A. No.: 28858
3010 W Azeele Street, Suite 150, Tampa, Florida 33609
Office: 813-223-3919 Fax: 813-223-3975

EXHIBIT "B-2"

See attached depiction of New River Improvements

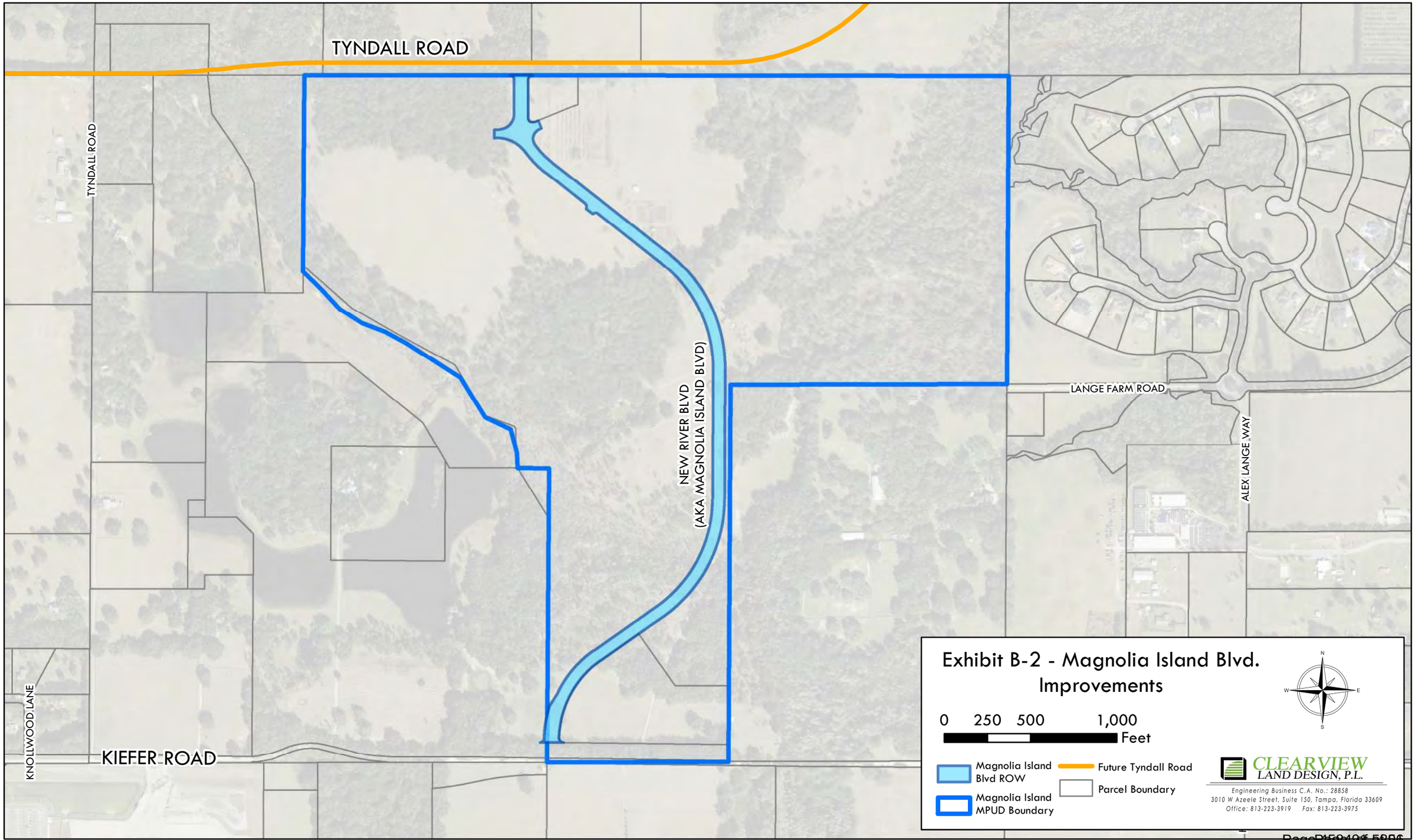
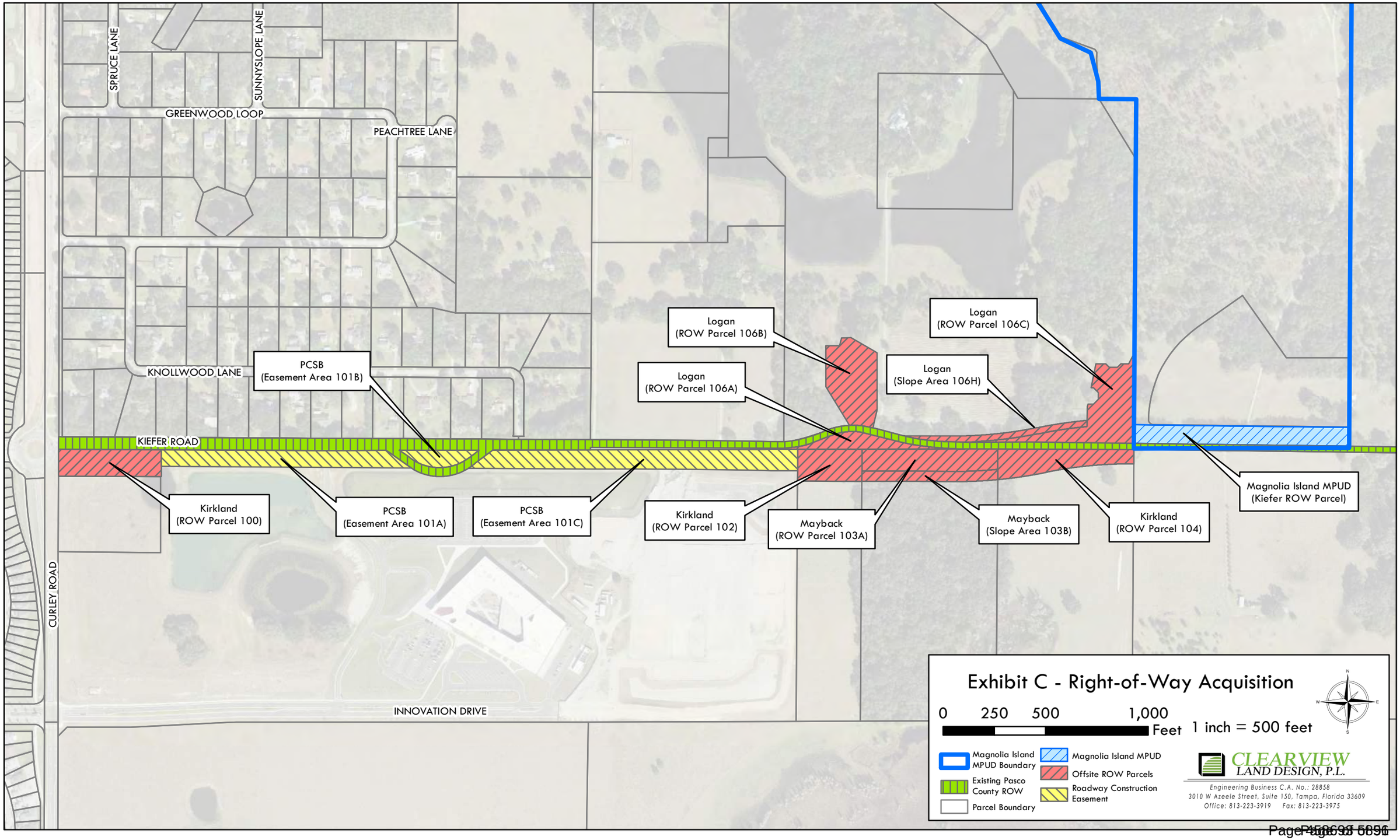
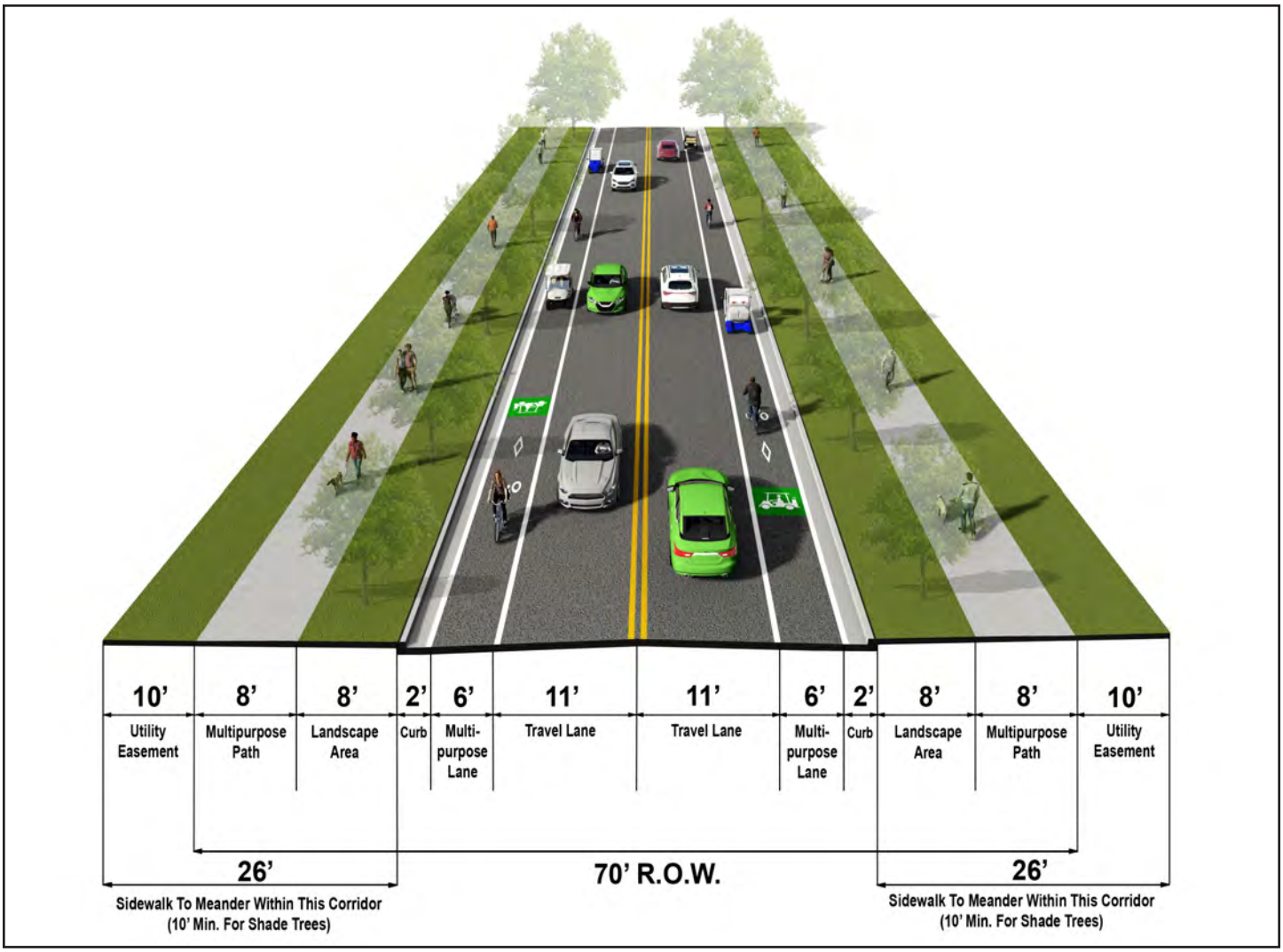

TYNDALL ROAD
TYNDALL ROAD
NEW RIVER BLVD
(AKA MAGNOLIA ISLAND BLVD)
LANGE FARM ROAD
ALEX LANGE WAY
KNOLLWOOD LANE
KIEFER ROAD
Exhibit B-2 - Magnolia Island Blvd. Improvements
0 250 500 1,000
Feet
N
W
E
S
Magnolia Island Blvd ROW
Magnolia Island MPUD Boundary
Future Tyndall Road
Parcel Boundary
CLEARVIEW LAND DESIGN, P.L.
Engineering Business C.A. No.: 28858
3010 W Azeele Street, Suite 150, Tampa, Florida 33609
Office: 813-223-3919 Fax: 813-223-3975

EXHIBIT "C"

See attached Right-of-Way Acquisition Map


SPRUCE LANE
SUNNYSLOPE LANE
GREENWOOD LOOP
PEACHTREE LANE
KNOLLWOOD LANE
KIEFER ROAD
CURLEY ROAD
INNOVATION DRIVE
Logan (ROW Parcel 106B)
Logan (ROW Parcel 106C)
Logan (ROW Parcel 106A)
Logan (Slope Area 106H)
PCSB (Easement Area 101B)
Kirkland (ROW Parcel 100)
PCSB (Easement Area 101A)
PCSB (Easement Area 101C)
Kirkland (ROW Parcel 102)
Mayback (ROW Parcel 103A)
Mayback (Slope Area 103B)
Kirkland (ROW Parcel 104)
Magnolia Island MPUD (Kiefer ROW Parcel)
Exhibit C - Right-of-Way Acquisition
0 250 500 1,000
Feet
1 inch = 500 feet
N
W
E
S
Magnolia Island MPUD Boundary
Existing Pasco County ROW
Parcel Boundary
Magnolia Island MPUD
Offsite ROW Parcels
Roadway Construction Easement
CLEARVIEW LAND DESIGN, P.L.
Engineering Business C.A. No.: 28858
3010 W Azeele Street, Suite 150, Tampa, Florida 33609
Office: 813-223-3919 Fax: 813-223-3975

70AA

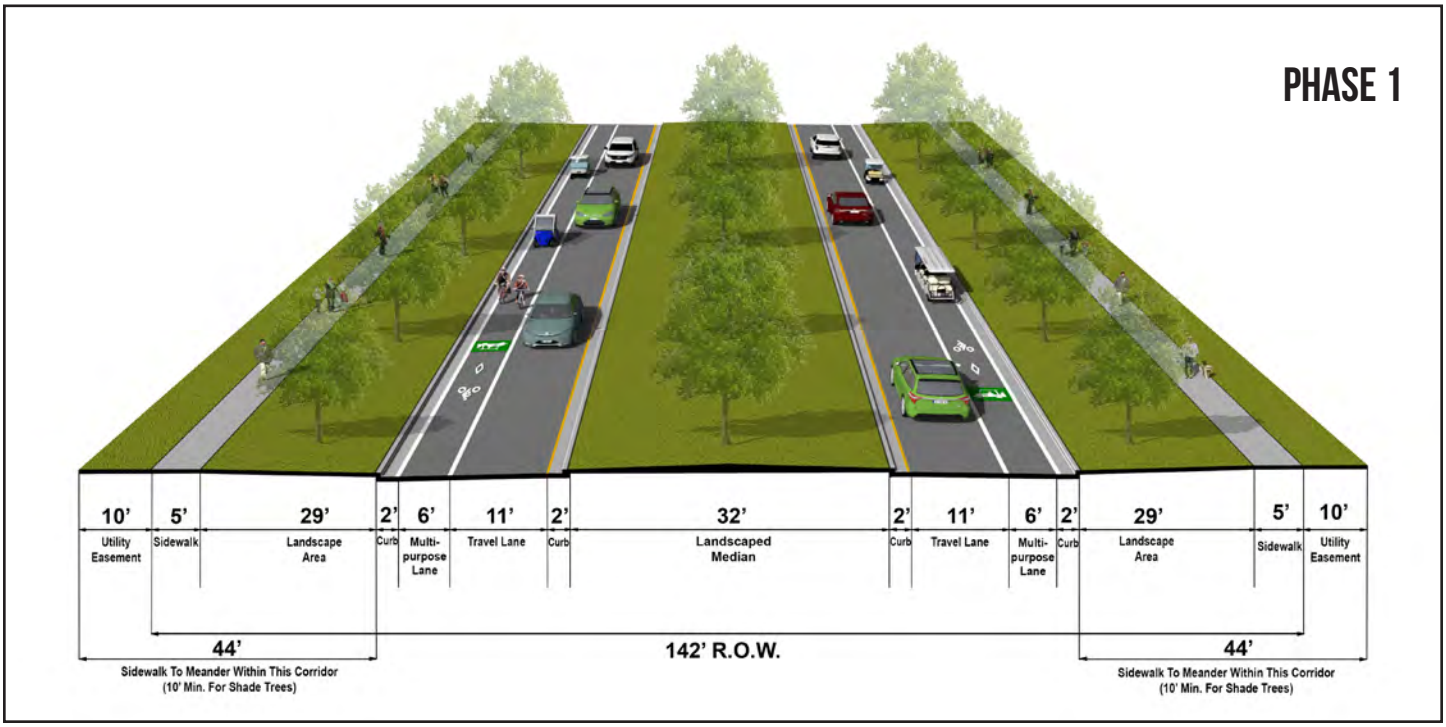


70' ROW 2 LANE UNDIVIDED W/ MULTIPURPOSE LANES

* Street trees within landscape areas of less than 10' in width, shall include sidewalk root preventative measures, as permitted by Pasco County.

** All sidewalks and multipurpose paths shall meander within the landscape area and utility easement as shown on the typical sections. The locations where sidewalks and multipurpose paths meander outside the dedicated right of way must be covered by a sidewalk maintenance easement.

142AA



142' ROW 2 LANE DIVIDED W/ MULTIPURPOSE LANES

* Street trees within landscape areas of less than 10' in width, shall include sidewalk root preventative measures, as permitted by Pasco County.

** All sidewalks and multipurpose paths shall meander within the landscape area and utility easement as shown on the typical sections. The locations where sidewalks and multipurpose paths meander outside the dedicated right of way must be covered by a sidewalk maintenance easement.

36486

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDD25-34 was published in said newspaper by print in the issues of 05/07/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **05/07/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARING ON A DEVELOPMENT AGREEMENT FOR PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing **on Wednesday, May 21, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida**, the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing on **Thursday, June 5, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, July 15, 2025, at 1:30 p.m., at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.** The proposed development agreement between Pasco County and HOMES BY WEST BAY LLC sets for the terms and conditions of development approval with respect to the Local Government Development Agreement for Zoning Amendment PDE25-0202 and will be considered at the stated time or as soon thereafter as possible.

The property subject to this development agreement is located on the south side of and abutting the future Tyndall Road, north of and abutting the future Kiefer Road and Curley Road: contains the following parcel 24-25-20-0000-00100-0000.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-034

May 7, 2025 DB

36486-1

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0896 **DATE:** 6/16/2026

SUBJECT: Commission on the Status of Women (CSW) January 12, 2026 Meeting Minutes

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0896_CSW Minutes 1-12-2026

Pasco County Commission on the Status of Women (CSW)

Meeting Minutes

Date: January 12, 2026
Time: 2:07 PM
Location: Pasco County Utilities Administration, Cotee Room
Chair: Jennifer Pearson Yingling

---

1. Call to Order

Chair Jennifer Yingling called the meeting to order at **2:07 PM**.

---

2. Roll Call

Members Present (In Person):

- Jennifer Pearson Yingling (Chair)
- Leona Shuler (Secretary)
- Sarah Raaymakers
- Lauren Miceli (Vice Chair)
- Michele Chamberlin
- Diane Jones
- Stefanie Pontlitz
- Rosie Paulsen
- Sandy Graves
- Lindsay Moore
- Toni Zetzsche

Members Present (Virtual – Non-Voting):

- Larnelle Scott

Absent:

- Denise Nicolas (Excused)

- Jennifer Tussing (New member; not present)

A quorum was met.

---

3. Public Comment

Ms. Eileen York, Senior Campus Coordinator at PHSC Porter Campus, introduced herself and provided background about her role and long tenure at the college. She expressed enthusiasm for collaborating with CSW and shared that her son will begin classes at PHSC soon.

No other public comments were offered.

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4. Approval of Minutes

Motion: To approve the December 1, 2025 meeting minutes.

- **Moved by:** Sarah Raaymakers
- **Seconded by:** Diane Jones
- **Vote:** Unanimously approved

---

5. Guest Speaker

A formal guest speaker was not scheduled; however, the CSW anticipated the AdventHealth Academy representative for a future meeting.

Additionally, keynote-speaker candidate **Ranisha "Miss Classy" Toom** joined virtually at 2:15 PM to present her background and potential fit for the Women Uplifting Women luncheon keynote role. She explained her work in financial empowerment, credit education, business structuring, and community support initiatives.

CSW members asked questions regarding content focus, inclusivity for a broad audience, and speaker fees. She agreed to submit:

- A 30-minute keynote outline
- Her fee structure
- Certifications/credentials

The Board agreed to continue reviewing keynote speaker options and reconvene with potential candidates.

---

6. Old Business

Election of Officers for 2026

Motion: To elect new officers **in May**, with the transition occurring **after the June BCC presentation**, aligning leadership terms with the CSW's operational cycle.

- **Moved by:** Sandy Graves
- **Seconded by:** Lauren Miceli
- **Vote:** Unanimously approved

Discussion emphasized:

- Ensuring outgoing chair presents annual report to BCC
- Preventing leadership turnover during the luncheon planning cycle

---

7. Committee Reports

Public Policy Committee

- The CSW website updates are live.
- A review of member seats and role definitions is planned to ensure representation remains aligned to current needs.

Public Relations Committee

- Save-the-Date has been posted on social media.
- Press release pending until keynote speaker is confirmed.
- Efforts underway to coordinate posting across county platforms once county PIO returns from leave.

Special Events Committee – Women Uplifting Women Luncheon

Venue Fee Increase:
PHSC increased event rental fees to **$610 total** (facility, AV, security).

- **Motion:** Accept the increased fee.
- **Moved by:** Rosie Paulsen
- **Seconded by:** Michele Chamberlin
- **Vote:** Unanimously approved

Catering:

- Very limited options available in Pasco for plated meals.
- Chef John (St. Leo) provided initial quote: **~$25 per person**.
- Menu concept: preset salads, bread, dessert (seeking a dessert sponsor), and plated protein.

Keynote Speaker:

- Under review; multiple candidate names discussed
- Decision tabled to next meeting

Student Participation:

- A student singer and a student speaker will be selected (names pending coordination with the school district).

Video Project:

- Led by Toni Zetzsche
- Will begin recording in February using district studio
- Additional off-site filming possible for key individuals

Eventbrite / Ticketing:

- Registration page built
- Launch date TBD pending keynote selection

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8. Chair's Update / New Business

- The Chair will prepare a **Run of Show** (event agenda) for the February meeting.
- Swag/giveaways: CSW exploring book-based gift bags; inventory check pending.

- Resource tables will not return this year; instead, resources will be accessible via QR code linking to the new CSW webpage.

---

9. Community Updates

Law Enforcement / Human Trafficking - Chief Lindsay Moore:

- Participation on statewide human trafficking data repository advisory group
- Ongoing multi-agency trafficking interdiction operations (Operation Phoenix)
- Active warrant recently executed for attempted trafficking of a minor

School District Updates – Dr. Toni Zetsche:

- Healthcare Academy opening at Pasco High (PCT, phlebotomy, EMT training)
- New **Podcast Bus** to launch February 5, used for student interviews and community engagement
- School choice period opening
- Family engagement survey launched district-wide

---

10. Announcements

- **Starkey Market "Miles That Matter"** — January 17, 2026
- Next CSW Meeting: **February 2, 2026 at 2:00 PM**

Additionally, CSW members shared announcements about caregiving forums, vendor opportunities, and community partnerships.

---

11. Adjournment

Meeting adjourned at **3:54 PM**.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0897 **DATE:** 6/16/2026

SUBJECT: Commission on the Status of Women (CSW) February 2, 2026 Meeting Minutes

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0897 CSW Mintues 2.2.26

Pasco County Commission on the Status of Women (CSW)

Meeting Minutes – February 2, 2026

Time: 2:00 PM
Location: Pasco County Utilities Administration, Cotee Room
Chair: Jennifer Pearson Yingling

---

1. Call to Order

Chair Yingling called the meeting to order shortly after **2:00 PM**.

---

2. Roll Call

Members Present (In Person):

- Jennifer Pearson Yingling, Chair
- Lauren Miceli, Vice Chair
- Toni Zetzsche
- Michele Chamberlin
- Sandy Graves
- Diane Jones (virtual)
- Rosie Paulsen
- Lindsay Moore
- Stefanie Pontlitz
- Larnelle Scott
- Jennifer Tussing (new member)

Members Present (Virtual – Non-voting):

- Denise Nicholas

Absent:

- Sarah Raaymakers (excused)
- Leona Shuler, Secretary (excused)

---

3. Public Comment

None

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4. Approval of Minutes

Motion: Approve minutes from January 12, 2026.
Moved by: Sandy Graves
Seconded by: Rosie Paulsen
Vote: Unanimously approved.

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5. Guest Speaker – Mistie Palmer, AdventHealth Director of Workforce Development

Overview of Presentation

Mistie Palmer shared her professional journey and AdventHealth's major workforce transformation efforts. Key points included:

- First-generation college graduate; career began as a lab assistant while facing poverty.
- Emphasis on redesigning health-care career pathways to make advancement accessible for women and working adults.

Workforce Development Innovations

- **Paid training model ("Learning *is* the work")**:
    - Full-time paid student roles; no unpaid clinicals.
    - 12-week CT Tech program raises pay from **$27/hr → $35/hr**; saved AdventHealth **$2 million** in staffing costs last year.
    - Surgical Tech program video shared documenting participant success.
- **Critical in-demand roles:**
    - No nursing shortage, but major shortages in X-ray, CT, MRI, surgical tech, respiratory therapy.
    - Example wages:

    - X-ray Tech: ~$30/hr
    - CT Tech: ~$35/hr
    - MRI Tech: ~$72,000 annually
    - Respiratory Therapy: ~$100,000 annually

Partnership with Pasco County Schools

- Building a multi-pathway **Healthcare Academy at Pasco High School**.
- Five pathways, 100 students per year.
- **Youth Apprenticeship Model**: 11th grade students earn HS credit, college credit, and wages while working in hospital settings.
- Future plan: **full magnet high school** in Zephyrhills/Wiregrass area with access to athletics and extracurriculars.

Inclusion & Workforce Access

- Partnership with **Project Search** for ESE students to gain hospital work experience.
- Emphasis on "family-sustaining wages" and workforce equity.

---

6. Old Business

No significant old business discussed beyond ongoing luncheon planning items resumed under committee reports.

---

7. Committee Reports

A. Public Policy Committee

No new updates; last week was busy for members.

B. Public Relations Committee

- **Keynote speaker confirmed:** *Danielle Bayard Jackson* (women's friendship researcher/author).
- **Fee:** $2,500 (discounted from $7,500).

- Books available only in hardback; **$20 each for 150 copies** (normally $30).
- Contract in progress; committee preparing updated press release.
- Social media posts to launch after Eventbrite goes live.

C. Special Events – Women Uplifting Women Luncheon

Venue & Catering

- PHSC venue contract finalized; fee increased to **$610** previously approved.
- Catering secured with **Chef John (St. Leo)**.
- Menu includes preset salad, plated chicken or vegetarian option; confirm gluten-free salad.

Dessert Sponsor

- Dessert table sponsored by **Rosie Paulsen & Michele Chamberlin** ($300).
- Vendor: **Mmmm Delicious** (Jen Franks).

Keynote Speaker Motions

Motion 1: Approve keynote selection (Danielle Bayard Jackson).
Vote: Unanimous.
Motion 2: Approve $2,500 speaker fee.
Vote: Unanimous.

Sponsorship Progress

Confirmed or expected sponsors include:

- **$2,500 – Pasco EDC**
- **$1,000 – Sheriff's Charities** (pending March 2 approval)
- **$1,000 – AARP**
- **$1,000 – Florida Commission on the Status of Women**
- **$500 – Women-owned business (Plumber)**
- Multiple **Friends of CSW** at $500
  Total sponsorships are on track to cover **~$3,000 needed for books**.

Estimated **25 sponsor tickets** will be reserved.

Eventbrite & Registration

- Event registration to launch the **day after the meeting**, with 24-hour early access for CSW members.
- Public launch the following day.

Video Project Update

- Four filming dates scheduled (2 in February, 2 in March).
- Filming at the district CTV studio; off-site filming available as needed.
- Participants will answer one of two prompts:
    1. "A woman who helped you rise, grow, or find your voice."
    2. "A female leader you admire and why."
- Snippets will be used during the event and for social media.

Swag / Gift Bags

- Decision to provide **book + bookmark** as primary takeaway.
- Bookmarks to be donated by Chair Yingling.
- 150 bags to be provided by AdventHealth Center Ice.
- No vendor tables this year; resource QR code will be provided instead.

---

8. Chair's Update / New Business

- **Run of Show** will be drafted and distributed by next week.
- Chair announced transition to new role as **Director of Development & Community Engagement for Metropolitan Ministries Pasco**.

---

9. Community Updates

A. Law Enforcement – Chief Lindsay Moore

- Collaboration with DCF on potential child trafficking cases.
- Multiple active investigations involving commercial sexual exploitation of minors.

- Red Sand Project events occurring on both east and west sides of the county.

B. School District – Dr. Toni Zetzsche

- **Podcast Bus** launches February 5 via partnership with Suncoast Credit Union.
- Beginning community outreach and education on **2026 salary referendum renewal**.
- Lacoochee Elementary expanding to become **full K-8 by 2030**.

---

10. Announcements

- Pregnancy Center of Zephyrhills events:
    - **February 28:** Community Tea (two tables hosted by Rosie).
    - **April 25:** Walk for Life.
- CSW will present at **PWIB Pasco Women in Business** on **February 18**.
- Next Farm Share date forthcoming for District 5.

---

11. Next Meeting

March 2, 2026 – 2:00 PM

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12. Adjournment

Meeting adjourned at **3:54 PM**.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0898 **DATE:** 6/16/2026

SUBJECT: Commission on the Status of Women (CSW) March 2, 2026 Meeting Minutes

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0898_CSW 3-2-2026 Meeting Minutes

Pasco County Commission on the Status of Women (CSW)

Meeting Minutes – March 2, 2026

Date: March 2, 2026
Time: 2:00 PM
Location: Pasco County Utilities Administration, Cotee Room
Chair: Jennifer Pearson Yingling

---

1. Call to Order

Chair Jennifer Pearson Yingling called the meeting to order at approximately **2:03 PM**.

---

2. Roll Call

Members Present (In Person):

- Jennifer Pearson Yingling, Chair
- Lauren Miceli, Vice Chair
- Leona Shuler, Secretary
- Sarah Raaymakers
- Toni Zetzsche
- Michele Chamberlin
- Diane Jones
- Larnelle Scott
- Lindsey Moore
- Jennifer Tussing

Absent (Excused):

- Denise Nicholas
- Stefanie Pontlitz
- Rosie Paulsen
- Sandy Graves

A quorum was present. *(Vacant seats do not count toward quorum per County Attorney guidance.)*

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3. Public Comment

None.

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4. Approval of Minutes

Motion: Approve the February 2, 2026 CSW meeting minutes.
Moved by: Lindsey Moore
Seconded by: Jennifer Tussing
Vote: Motion carried unanimously.

---

5. Guest Speaker

Arlene York, Director, PHSC Porter Campus, introduced herself as the upcoming newest CSW member representing Higher Education (BCC Approval of nomination set for March 10, 2026). Ms. York shared her background with Pasco–Hernando State College, including over 27 years of service in recruitment, advising, student affairs leadership, and her recent role transition to the Porter Campus. She expressed enthusiasm for engagement with CSW and involvement in the community.

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6. Old Business

Women Uplifting Women (WUW) Luncheon – Run of Show
The Chair reviewed the draft **Run of Show** included in the agenda packet. Discussion focused on timing, transitions, planned speakers, student participation, and Q&A flow.

---

7. Committee Reports

A. Public Policy Committee

No formal report.

B. Public Relations Committee

- Social media posts have been scheduled through the end of March.
- All sponsors will receive individual recognition posts.
- Graphics for keynote speaker and sponsors are complete.
- Members were encouraged to share posts to increase reach.

C. Special Events Committee – Women Uplifting Women Luncheon

- **Attendance:** Approximately 147 registered; capacity approximately 140. A waitlist has been activated.
- **Catering:** Chef John (St. Leo) confirmed for **160 meals** to accommodate attendees, commissioners, PHSC staff, and contingency.
- **Desserts:** Commissioner Starkey will donate **160 cookies**; dessert table confirmed.
- **Keynote:** Danielle Bayard Jackson's books will be placed at each seat with a bookmark.
- **Student Participation:**
    - **Outstanding Student:** Alyssa Torum, River Ridge High School (confirmed)
    - **Student Singer:** Confirmed
- **Program Elements:**
    - Trailblazer recognition
    - Student performance
    - Keynote address and moderated Q&A

---

8. Chair's Update / New Business

A. Food Vendor Contract

Motion: Approve PHSC's updated venue fee of **$610**.
Moved by: Rosie Paulsen
Seconded by: Michele Chamberlin
Vote: Motion carried unanimously.

B. Questions for Keynote Speaker

The Commission reviewed and discussed the proposed Q&A questions included in the agenda packet. Members suggested minor wording adjustments (e.g., broadening geographic references to “our region”).

No formal motion required.

C. Allocation of Luncheon Proceeds

The Commission discussed projected net proceeds and future use of funds.

Motion: Allocate remaining net proceeds from the 2026 Women Uplifting Women Luncheon toward seed funding for future CSW activities and toward scholarships supporting women and girls in Pasco County.
Moved by: Larnelle Scott
Seconded by: Michele Chamberlin
Vote: Motion carried unanimously.

D. Future Luncheon Planning

Motion: Approve hosting a CSW Women Uplifting Women Luncheon again in **2027** and authorize planning discussions to occur outside regular CSW meetings via subcommittees.
Moved by: Larnelle Scott
Seconded by: Toni Zetzsche
Vote: Motion carried unanimously.

E. Meeting Schedule Adjustment

Motion: Cancel the April 6, 2026 CSW meeting and instead hold a **special Event Planning Committee check-in meeting via Microsoft Teams on March 26, 2026, at 12:00 PM** focused on final luncheon planning.
Moved by: Michele Chamberlin
Seconded by: Lindsey Moore
Vote: Motion carried unanimously.

---

9. Community Updates

A. Law Enforcement

Updates provided on:

- Red Sand Project outreach events (east and west Pasco).
- Enhanced coordination with DCF regarding human trafficking cases.

- Continued investigations related to exploitation prevention.

B. School District

Updates included:

- Partnership with Tampa Bay Lightning Foundation creating a youth hockey league eligible for PE credit.
- Recognition of students passing the Florida Civic Literacy Exam with graduation tassels.
- Expansion of Florida Prepaid scholarship opportunities through Pasco Education Foundation.
- Preparation for a November referendum sustaining educator compensation and school safety staffing.

---

10. Announcements

- Women Uplifting Women video recording sessions scheduled immediately following the meeting.
- Members were encouraged to participate in video storytelling.
- Additional volunteer assignments were outlined for event registration, swag assembly, signage, and logistics.

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11. Next Meeting

Special Virtual Event Planning Committee Meeting:
Thursday, March 26, 2026 – 12:00 PM (via Microsoft Teams)

---

12. Adjournment

The meeting adjourned at approximately **3:33 PM**.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0765 **DATE:** 6/16/2026

SUBJECT: Authorized Designees for Work Orders Performed Under As Needed Pipeline Repairs Contract IFB-BW-25-052 – Schaer Development of Central Florida, Inc. and U.S. Water Services Corporation (PCU 25-005.00) (UTD26-0173)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0765 UTD26-0173 Authorized Designees for Work Orders Package

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Mike Carballa, P.E.
County Administrator

FROM: Adolfo A. González, P.E.
Utilities Engineering & Contract Management Director

Adolfo A. Gonzalez, P.E. Digitally signed by Adolfo A. Gonzalez, P.E. Date: 2026.03.30 08:46:32 -04'00'

THRU: Branford N. Adumuah
Assistant County Administrator
Public Infrastructure

Branford N. Adumuah Digitally signed by Branford N. Adumuah Date: 2026.03.30 17:01:50 -04'00'

THRU: Joseph Amoah, Ph.D., P.E.
Utilities Director

Joseph K.O. Amoah Digitally signed by Joseph K.O. Amoah Date: 2026.03.30 14:53:33 -04'00'

DATE: March 30, 2026

FILE: UTD26-0173

DISTRICT(S): ALL

SUBJECT: Authorized Designees for Work Orders Performed under As Needed Pipeline Repairs Contract – Schaer Development of Central Florida, Inc. and U.S. Water Services Corporation

REFERENCES: UTD26-0283

This is to formally request that the following list of designees be delegated the authority to sign all work orders under the As Needed Pipeline Repairs Contract, IFB-BW-25-052, managed by the Utilities Engineering & Contract Management Department, for the purpose of workflow efficiency.

The referenced contract was approved and awarded by the Board of County Commissioners on March 24, 2026, in an amount not to exceed $12,000,000.00. Section 8 of the Project Specific Special Conditions included in the Contract Documents includes a provision authorizing the County Administrator or his designee to approve work orders.

The designee authorizing the work orders shall coordinate with an appropriate accountant from the Public Infrastructure Fiscal and Business Administration Department prior to approving any work orders.

- Assistant County Administrator for Public Infrastructure
- Utilities Director
- Utilities Engineering & Contract Management Director

Should you have further questions, please feel free to contact the Utilities Engineering & Contract Management Department at (813) 235-6189.

UTILITIES ENGINEERING & CONTRACT MANAGEMENT DEPARTMENT
813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

APPROVED FOR LEGAL FORM AND SUFFICIENCY
Office of the County Attorney

By: _____
Attorney

APPROVED: Date: _____

By: _____
Carrie C. Roberts
Purchasing Director

Digitally signed by Carrie C. Roberts
Date: 2026.04.22 14:15:25 -04'00'

APPROVED: Date: 4/24/26

By: _____
Michael J. Carballa, P.E.
County Administrator

UTILITIES ENGINEERING & CONTRACT MANAGEMENT DEPARTMENT
813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

Section 8 highlighted on Page 2

CONDITIONS OF THE CONTRACT

C. PROJECT-SPECIFIC CONDITIONS

SPECIFIC TERMS

1. DAMAGE TO PRIVATE PROPERTY

If during the course of the Work provided for hereunder, the Contractor damages private property, the Contractor shall be responsible for correcting the damage and restoring the property or correcting the defect upon the written request from the County to correct the defect or damage.

2. CONSTRUCTION SITE RUNOFF, SITE OPERATOR TRAINING

To ensure NPDES compliance, the Contractor must have and maintain at their expense training certificates issued by the Florida Stormwater Erosion and Sediment Control Inspector Training Program, or equivalent program approved by FDEP for all inspectors he/she is planning to use to provide the services contracted herein. Current copies of certificates shall be provided upon demand at any time during the contract period (if applicable).

3. PERMISSIBLE CONSTRUCTION LOCATIONS

As applicable, all construction shall be performed within County-owned rights-of-way, property, or easements, or as otherwise provided by this Bid Package.

4. All potable water for testing, flushing and construction shall be furnished by the CONTRACTOR. It may be available by connecting to the COUNTY'S water system at a point approved by the COUNTY. The Contractor shall install in each and every connection to the COUNTY'S water supply a backflow preventer meeting the requirements of ANSI A40.6, latest revision. CONTRACTOR shall be required to meter all water used by equipment and methods approved by the COUNTY ENGINEER.

5. COUNTY ENGINEER

The definition of County Engineer in Article 2, section 2.19 of the General Conditions is hereby changed to read as follows: "The Director of Utilities Engineering and Contract Management of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them."

6. OWNER

The definition of Owner referenced in Technical Specifications refers to the County.

7. PERFORMANCE OF THE WORK

Work and/or purchases are authorized by the County only if a properly executed Work Order is issued in advance of the transaction, showing that the County has sufficient funds available to pay for the goods and/or services. Contractors providing goods and/or services

without a properly executed Work Order do so at their own risk. The County will not be liable for payment for any services provided under the Contract unless a valid Work Order has been issued to the Contractor.

In the event that Bidder is awarded the Contract, Bidder agrees that should Bidder fail to complete the work within the time stipulated in the Work Order or within such extra time granted by the County as provided in the Agreement, the Bidder shall pay to the County for delay and loss of use, and not as a penalty but as liquidated damages as stated in the Agreement section.

8. WORK ORDERS AND WORK ORDER PROCEDURES

Upon execution of the Agreement, the Contractor will begin receiving Work Orders. The Contractor will be issued a separate Work Order for each particular item of work assigned by the County. Each Work Order shall describe the work included and stipulate the maximum fee as well as the number of calendar days within which the Contractor must both commence and complete the work for the particular Work Order. Work Orders will be executed by the County Administrator or his designee.

For Non-Emergency As-Needed on-site work the County will contact the Contractor for a work order proposal to complete a particular Work Order. The Contractor shall respond within three (3) business days with a work order proposal including time to complete from the Notice to Proceed, proposed bid items to be utilized for the work, anticipated materials with cost, and total cost. The County shall then execute a Work Order and deliver it to the Contractor. The Contractor shall not receive additional compensation for the work order proposal process.

The Contractor shall have no claim for compensation greater than the maximum listed on the work order proposal and Work Order form.

Following execution of any part of any work as described in Work Order, and within time stipulated in the Work Order, the Contractor shall submit a written proposal for any additional work that, in the Contractor's opinion, is not listed in the Work Order. The proposal shall list all recommended work, describing each item of work in sufficient detail to complete the work order. If it agrees, the County shall then revise the Work Order and deliver it to the Contractor to complete the work or reject the proposal.

The County Administrator or his designee may order emergency as-needed on-site work. Emergency work is performed any day, including weekends and Holidays recognized by Pasco County. The Contractor shall respond to emergency requests as set in Special Condition SC-3, paragraph B. The Contractor shall perform the work not to exceed that listed in the Work Order Form. The Contractor shall have no claim for compensation greater than the maximum listed on the Work Order Form.

Critical or emergency work shall take priority over normal priority work. In the event that critical or emergency work prevents timely completion of normal priority work, at the

request of the Contractor the County Administrator or his designee will review outstanding Work Order(s) to determine an appropriate extension of time to complete the Work Order(s).

The County may order critical as-needed on-site work during normal business hours. The Contractor shall respond to critical requests on-site within one (1) hour of notification and begin work on-site within two (2) hours. Critical work is defined by required response time and is performed Monday through Friday 7:00 am to 6:00 pm. The Contractor shall perform the work not to exceed that listed on the Work Order form. Only actual time on-site shall be billed. Contractor shall fill out logs at the nearest County Facility to substantiate work performed.

9. WORK ORDER CLOSE OUT

For payment of work under this contract, the Contractor shall submit to the COUNTY the properly executed copies of the Work Order(s), and invoice. The invoice shall include Work Order number, location of work, cost of the work according to the rates listed in the Bid Form, and actual dates of the work. The COUNTY will evaluate the Application for Payment within forty-five (45) days, which shall meet the requirements set forth in these Contract Documents. Upon approval, the County Administrator or his designee will authorize final payment to be made and close out the Work Order(s).

All work and support are subject to verification by the COUNTY. Contractor shall maintain logs to verify work and support performed. Failure to maintain adequate records or provide authorized Work Order(s) shall result in non-payment or cancellation of the Contract.

The Bidder further agrees to begin work within three (3) calendar days after the date of the Notice to Proceed or otherwise approved in advance and to complete the project, in all respects, within the number of calendar days allotted for each Work Order, after the date indicated on the Work Order executed by the County Administrator or his designee. The Bidder shall also comply with specific completion dates and sequences indicated elsewhere in the Contract Documents or as set forth in the Work Order

All work is subject to verification by the County. Contractor shall maintain proper records to verify work performed. Failure to maintain adequate records or provide authorized work orders shall result in non-payment or cancellation of the Contract.

END OF SPECIFIC TERMS

C. PROJECT-SPECIFIC CONDITIONS (cont.)

SPECIFIC CONDITIONS

SC-1 BASE BID WORK AND AWARD

The Work will consist of constructing: As-Needed Pipeline Repairs Contract (PCU 20-403.00):

The work will consist of pipeline repairs work on as needed basis. The work includes but is not limited to repair and rehabilitation construction services of various miscellaneous pipelines including gravity sewer, force mains, reclaimed and water systems. The work will be performed in various locations throughout the County and will be assigned from time to time by written Work Order, executed by the County Administrator or his designee. A separate set of plans and a schedule will be issued for each individual Work Order. The total amount of all Work Orders in one (1) year will not exceed the total amount of this Agreement and will be compensated for at the unit prices specified in the Proposal and in accordance with the specific Work Authorization. The categories of Work Orders are: Normal, As-Needed On-Site Work, and Emergency As- Needed Work.

SC–2 ADMINISTRATIVE SUBMITTALS

A. The bidding contractor must provide the following licenses and certifications at time of bid submittal for this project:

1. Pasco County Occupational License if applicable.

2. All County, City, State licenses for areas as specified within these documents including but not limited to:

   a. General Contractor and/or
   b. Underground Utility & Excavation Contractor

3. Submit documented proof of stated qualifications as per Technical Specifications with the bid form.

SC–3 HOURS OF WORK

A. The Normal As-Needed Hours of Work that will be allowed for this project are Monday through Friday between 7:00 am and 5:00 pm local time for Pasco County, FL, excluding County observed holidays and weekends. Work outside these hours will require twenty-four-hour notice to and written approval from the Project Manager. Standard work hours may be impacted by the requirements of Right-of-Way or MOT permits.

B. Emergency As-Needed Hours of Work is performed Monday through Friday from

5:01 pm to 6:59 am, all Saturdays, all Sundays, and all holidays recognized by Pasco County. The Contractor shall respond to emergency requests within one (1) hour of notification and begin work on-site within two (2) hours or as instructed by the County. The Contractor shall perform the work not to exceed that listed in the Work Order Form. Only actual time on-site may be billed. The Work Order will be executed the next business day by the Owner and must be completed as required by the Contractor. Contractor shall fill out logs at the nearest County Facility to substantiate work performed. The Contractor shall have no claim for compensation greater than the maximum listed on the Work Order Form.

C. Emergency work will take priority over normal priority work. In the event that emergency work prevents timely completion of normal priority work, at the request of the Contractor the Owner will review outstanding Work Order(s) to determine an appropriate extension of time to complete the Work Order(s).

D. The Contractor shall provide 24 hour, 7 days a week telephone and online contact information.

SC–4 GEOTECHNICAL INFORMATION

A. Geotechnical investigations will be conducted per Work Order if required by the work to be performed. If so, the County may hire a third-party company to conduct the geotechnical studies.

SC–5 PERMITS

A. At the time a Work Order is issued, the County and the Contractor shall jointly determine which permits are applicable to the proposed activities. Based on the determination, the County will apply for all the permits pertaining to the Work for each Work Order except those listed in this article. At the sole discretion of the County, the County may require the Contractor to apply for these permits. Additional costs related to the permitting requirements will be negotiated with Contractor for each individual Work Order, as applicable. Each Work Order will include a list of the applicable permits.

B. The Contractor shall be familiar with the requirements of the permit conditions that relate to construction activities.

C. Portions of the project, authorized by permit or license agreement, will be subject to inspection and tests as may be necessary by the permitting authority. All CONTRACTOR Supervisory Personnel shall furnish information to and cooperate with these authorities in conducting their testing and inspection program.

D. Permits shall be obtained pursuant to paragraph A above. No clearing may occur, and no earthmoving equipment may be placed onsite until after the permits have been issued.

E. The CONTRACTOR shall be responsible for all required permits relating to discharges from dewatering activities or stormwater collection and control activities.

F. The Contractor shall obtain and implement, and then comply with the requirements of, a Generic Permit for Storm Water Discharge from Large and Small Construction Activities (CGP), in accordance with 62-621.300(4) FAC. The Contractor shall submit a CGP Notice of Intent (NOI) to the Florida Department of Environmental Protection (FDEP) and develop and submit a Storm Water Pollution Prevention Plan (SWPPP) as part of the CGP. The Contactor shall:

1. Obtain the CGP form and NOI Application Form from the FDEP or its website, DEP Documents 62-621.300(4)(a) and 62-621.300(4)(b), respectively.

2. Develop an SWPPP in compliance with FDEP storm water permitting rules that must include, at a minimum, the following:

   a. A site evaluation of how and where pollutants may be mobilized by storm water.
   b. A site plan for managing storm water runoff.
   c. Identification of appropriate erosion and sediment controls including Best Management Practices to reduce erosion, sedimentation, and storm water pollution.
   d. A maintenance and inspection schedule.
   e. Plan and procedures for record keeping.
   f. A map depicting storm water exit areas.

3. Complete and submit the NOI Application, including all attachments, to the local FDEP office along with the appropriate application fee. The Contractor shall refer to the most current version of Rule 62-4.050(4)(d), F.A.C. to confirm actual application fee amounts.

4. The Contractor shall obtain and implement a CGP for the project site.

SC–6 WORK IN PASCO COUNTY ROAD RIGHTS-OF-WAY

A. No track-type equipment will be allowed on any asphaltic or concrete surfaces throughout the project.

B. All pipelines within the right-of-way will be placed a minimum of 36-inches below grade.

C. Erosion and silt control devices must be in place during the construction and restoration phase at all times. After proper and normal stabilization has been established, control devices may be removed.

D. CONTRACTOR shall maintain pedestrian and vehicular traffic per Pasco County, and Florida Department of Transportation roadway design standards on traffic control and safe practices (F.D.O.T. Index Series 600-650), to ensure safe passage of vehicular and pedestrian traffic during construction activities.

E. All disturbed areas must be compacted and replaced with sod and mulch to pre-existing conditions.

F. All backfill, sub-base, base and asphalt surface restoration must comply with the latest FDOT standards or as otherwise approved by the County. Fill must be placed in loose lifts not exceeding 12-inches and must be compacted under roadway pavement to a minimum of 98% of the maximum modified Proctor dry density, and in unimproved roadway rights-of-way and unimproved easements to a minimum of 90% of the maximum modified Proctor dry density.

G. It is the responsibility of the CONTRACTOR to remove and relocate all traffic control devices. After construction is complete, the devices must be re-installed to the original locations and conditions. All damaged devices must be repaired or replaced to the satisfaction of the ENGINEER.

H. No work shall be performed outside the hours specified in **SC – 3** of these Special Provisions.

I. The contractor will provide their own water on site.

J. The cost of the work associated with this ARTICLE must be included in the various prices bid for the work.

SC–7 EXISTING UTILITIES

A. It is the responsibility of the CONTRACTOR to locate all utilities prior to any excavation. The CONTRACTOR will be held responsible for any damage to existing utilities and shall coordinate the protection of these utilities with the respective OWNERS.

B. The Contractor shall be responsible for contacting any and all applicable utility location services, including "Sunshine One-Call" at least 48 hours prior to actual installation to verify the location of existing utilities and identify any potential conflicts.

SC–8 STORM WATER POLLUTION PREVENTION

A. The CONTRACTOR shall use best management practices regarding storm water

pollution prevention. CONTRACTOR shall conform to any additional local requirements for storm water pollution prevention.

B. Erosion and sediment control in the form of double silt fence, with a 3-foot separation between, is required at all sites.

C. CONTRACTOR shall not conduct any staging activities outside of the erosion and sediment control containment area.

D. CONTRACTOR shall not store any fill outside of the erosion and sediment control containment area.

E. CONTRACTOR shall stabilize any disturbed area to the satisfaction of the OWNER.

SC–9 EASEMENTS

A. It shall be the Contractor's sole responsibility to perform all construction surveying and staking associated with locating the easements on this project. The Engineer will provide available data to the Contractor to facilitate said construction staking.

B. The specific attention of the Contractor is directed to the fact that certain easements are portions of larger land tracts used for livestock grazing. The Contractor shall take all precautions necessary to assure the protection of the livestock including closing all open excavations daily, construction of temporary fencing, and other precautions where directed by the County's designated project manager. The cost of precautions required for protecting livestock must be included in the various unit prices bid for the work and no separate payment will be made, therefore.

C. The County will provide property boundaries for each chosen site. It is the Contractor's responsibility to ensure that all construction and staging activities occur within the boundaries provided by the County.

SC–10 ELECTRONIC SHOP DRAWINGS AND OPERATIONS AND MAINTENANCE MANUALS

A. The Contractor shall furnish final approved Shop Drawings and Maintenance Manuals in electronic ".pdf" format for all materials furnished under Specifications when applicable.

B. The Contractor shall organize all electronic Shop Drawings and Maintenance data by specification division and section number and submit on USB and electronically via e-mail or other electronic delivery acceptable to the County.

SC–11 ENVIRONMENTAL PROTECTION

A. The Contractor will be held liable for the violation of any and all environmental regulations and permit conditions. Violation citations carry civil penalties and, in the event of willful violation, criminal penalties. The fact that the permits are

issued to the County does not relieve the Contractor in any way of his environmental obligations and responsibilities.

B. The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment that may result from construction operations and shall operate to minimize pollution of air, ground or surface waters and vegetation and afford the neighboring community the maximum protection during and upon completion of the construction. The Contractor shall submit any implementation plan that might be required by a regulatory agency.

C. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, ponds and other water sources with fuels, oils, bitumen, calcium hypochlorite (HTH) or other harmful materials. Contractor shall conduct and schedule operations so as to avoid pollution or siltation of streams, lakes, etc., including the use of silt barriers, synthetic bales or other related control methods, as outlined in Section 104 of the FDOT Standard Specifications. Where there is a high potential for erosion, the Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements must be as short as practicable. Erosion control features must be constructed concurrently with other work and at the earliest practicable time.

SC–12 MATERIALS TESTING

A. The County will pay for all required tests except that the cost of all retesting due to defective materials or construction must be borne by the Contractor. For pipelines and pavement, the manufacturers or suppliers' certificates that the materials meet the requirements of the Specifications will be accepted, subject to verification by the County. Any tests that have to be re-made due to the failure of the tested material to meet Specifications must be paid for by the Contractor under separate billing from the County's testing firm.

B. The County will retain a Certified Engineering Testing Laboratory to perform all materials testing specified in the Technical Specifications and as may be required by the appropriate governmental agency having jurisdiction. It shall be the responsibility of the Contractor to ensure that the required testing has been made prior to covering up any of the work. Test frequency will be at the discretion of the County's project manager.

SC–13 NOTICE AND SERVICE THEREOF

A. All notices, which include demands, instructions, request, approvals, and claims, must be in writing.

B. Any notice to or demand upon the Contractor will be sufficiently given if delivered to the office of the Contractor specified in the bid (or to such other office as the

Contractor may, from time to time, designate to the County in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered, with charge prepaid, to any recognized overnight courier, in each case addressed to such office.

C. All notices required to be delivered to the County must be in writing, unless otherwise specified, and be delivered to the County Administrator or his designee, for the Pasco County Utilities Department, 19420 Central Blvd., Land O' Lakes, FL 34637, and any notice to or demand upon the County will be sufficiently given if hand delivered to the County, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any recognized overnight courier, in each case addressed to the County at the above address or to such other address as the County may subsequently specify in writing to the Contractor for such purposes.

D. Any such notice or demand will be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post.

SC–14 MAINTENANCE OF TRAFFIC

A. In addition to the requirements contained in the Contract Documents, the Contractor shall prepare and develop maintenance of traffic plan and shall obtain approval of the plan by the County Traffic Operations Division prior to beginning work within any County right-of-way.

B. The Contractor must obtain written approval from the Pasco County Boards of County Commissioners prior to completely closing any roadway to through traffic.

C. The cost of the work associated with this ARTICLE is included in the Bid Form.

SC–15 STREET & TRAFFIC SIGNS

Removal and relocation of all street or traffic signs must be approved through Pasco County, Florida Department of Transportation, or other applicable permitting agency.

SC–16 SURVEYING

A. If required in the individual Work Orders, available horizontal and vertical control data will be as shown on the drawings. The Contractor shall be responsible for obtaining any other data and information necessary to stake out the rights-of-way, easements and pipelines along the routes and pump stations.

B. If required in the individual Work Orders, the Contractor shall provide and pay for necessary field engineering and survey service. Such work must include survey work to establish existing and/or proposed lines and grades and to locate and layout site boundaries, project control, site improvements, structures, controlling lines and levels and all other survey activities required for the construction of the

work. Engineers and surveyors must be licensed professionals registered in the State of Florida.

C. The accuracy of any method of staking shall be the responsibility of the Contractor. All surveying for vertical and horizontal control shall be the responsibility of the Contractor.

D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until they have established such points, marks, lines and elevations as may be necessary for the completion of the work.

E. The Contractor shall locate and protect control points prior to starting work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers/monumentation must be removed or are disturbed due to the proximity to the construction work, the Contractor shall have them referenced and reset by a Registered Land Surveyor.

F. The Registered Land Surveyor shall utilize current right-of-way maps, plats, and property deeds, all being of public record, in conjunction with existing monumentation to establish the existing right-of-way lines and utility easement boundaries.

G. The Registered Land Surveyor shall establish a temporary benchmark system in accordance with Chapter 61G17-6 F.A.C. and shall provide a written list to the Contractor for their use.

SC–17 WATER FOR CONSTRUCTION

The Contractor shall pay for all water consumption for filling, cleaning, flushing and testing of gravity sewer system and services under this contract. Contractor shall make arrangements with local water departments and Utilities for obtaining temporary water connections and shall pay all associated costs thereby incurred. All water for construction purposes will need to be supplied through a metered connection with a reduced pressure zone and backflow prevention assembly.

SC–18 USE OF PRIVATE PROPERTY

All construction activities required to complete the work in accordance with the plans and specifications must be confined to public rights-of-way and County owned easements, unless the Contractor makes specific arrangements with private property owners for his use of their property. Such permission will be required for the repairs or installation of any/all new service connections from the sewer main to the residence lateral line clean out if located outside the easement or right of way. The County

assumes no responsibility for damage to private property in such instances. The Contractor is responsible for protection of private property abutting the work areas on this project.

SC-19 SHUTDOWNS

A. The Contractor shall notify those customers subject to interruption of service at least 24 hours in advance. The Contractor shall maintain a written log of all addresses notified. The Contractor is further required to make this notification in writing, providing the following information in addition to the starting time and duration of interruption:

B. Contractor's name, address, and telephone number.

C. Name of Contractor's project superintendent and telephone number(s), which must allow 24-hours per day contact.

D. Name of County inspector and telephone number(s).

E. Date and time of notification.

F. This written notification must be in such format as to be easily affixed to the structure, such as a "hang tag," if no person is in the building at the time of notification.

G. The Contractor shall coordinate all scheduled shutdown activities with the County Utilities Department. Contractor shall operate and maintain all temporary bypass piping and pumping operations so that the existing section of system piping can be isolated for subsequent rehabilitation or repair, per the Work Order. As specified in the Measurement and Payment section of the Technical Special Provisions, the Contractor shall be responsible for redirecting or trucking of all sewage during the rehabilitation or repair work on the County's existing gravity sewer system.

H. The costs for all bypass pumping, piping connection, and sewage bypass activities must be included in the applicable pay items for such work. Separate payment will be paid for temporary bypass piping and pumping above 2,000gpm up to 4,000gpm, as specified in the Measurement and Payment section of the Technical Special Provisions.

SC-20 EXISTING UTILITIES

Underground and above ground utilities will be identified on provided drawings for each Work Order based on best available information when applicable. It is the responsibility of the Contractor to locate all utilities prior to any excavation. The Contractor will be held responsible for any damage to existing utilities and shall coordinate the protection of these utilities with the respective owners.

SC-21 ACCEPTABLE PIPE MATERIALS

- Pipe materials acceptable for installation are as follows:

Service/Size	Material
Gravity Sewer (4" to 15")	PVC Pipe (SDR 26)
(over 15")	PVC Pipe (C905-DR 18)
(16" and smaller)	Epoxy-Lined Ductile Iron Pipe (Class 350) for Sewer/ Cement Lined for Water/Reclaimed

SC–22 AS-BUILT DETAILS

A. Most of the work under the Contract will include the repair of existing pipelines. When applicable, however, the Contractor shall engage the services of a Registered Land Surveyor to perform as-built surveying of the constructed infrastructure/components. In order to facilitate the collection of as-built survey points of underground piping/components, the Contractor shall install temporary standpipes (2" diameter minimum) at the following locations:

1. At the beginning and end points of all casing installations.
2. New or repaired service connections.
3. Point repairs if made by excavation.

B. In the event that the underground piping is installed within the extent of vehicular access locations/travel lanes, the Contractor shall coordinate with the Surveyor to obtain the required as-built survey information prior to initiating roadwork above the piping.

C. The Contractor shall maintain at least one as-built set of construction plans at the site and red-line the plans throughout the construction activities to document the actual installed infrastructure locations, in accordance with the Specifications.

D. The Contractor shall indicate on standard details if the installation was constructed in accordance with the provided standard detail. If there were any deviations from the standard detail, the Contractor is to note them on the standard detail and return this to the County. Contractor is responsible for obtaining permission from the County's project manager when constructing facilities other than as instructed within these specifications and this provision will not serve as permission to construct in any manner not specified herein.

E. Upon substantial completion of the construction activities, and before final

payment is considered by the County, the Contractor shall submit to the Engineer all as-built information. This as-built information must consist of the red-line set of as-built construction plans, two (2) copies of the as-built plans from their as-built survey and on a USB and electronically via e-mail or other electronic delivery acceptable to the County. The as-built drawings must consist of the surveyed coordinate/elevation data for the above-mentioned standpipe locations and abandoned, repaired or new manholes and wet-wells along with a written summary of the gravity sewer pipe size, pipe material and lining description, abandoned piping, and apparent right-of-way using found monumentation. The Contractor shall provide the most updated version of electronic AutoCAD file of the project construction plans, illustrating the surveyed utility locations/point data. Pursuant to 06-03 Resolution and in compliance with the Development Services System and Enterprise Addressing System, AutoCAD drawings must be submitted on State Plane coordinates system, with State Plane bearings for the required utilities locations.

SC-23 RESERVED.

SC-24 MAINTENANCE OF CONTINUOUS MAIL AND EMERGENCY SERVICES

The Contractor shall be responsible for maintaining continuous mail, trash pickup and emergency services for each residence throughout the construction phase. The Contractor shall provide, when necessary, temporary mailboxes which clearly indicate the address for each residence. Such temporary mailboxes must be located as close as possible to the original location of the resident's mailbox. The Contractor shall also be responsible for providing uninterrupted service by erecting temporary access roadways as necessary. No additional payment will be made to the Contractor for this item.

SC- 25 RESIDENT'S ACCESS TO HOMES

A. The Contractor shall assume all responsibility for maintaining continuous access to each residence during Construction. The Contractor shall be fully responsible for the construction of any temporary access driveways, roadways, etc., to ensure accessibility.

B. In the event that it becomes necessary to temporarily restrict any resident to their home, the Contractor shall notify the director of Utilities Engineering and Contract Management, and affected resident(s) in writing, at least 48 hours in advance of such temporary restriction. This written notification should be in such format as to be easily affixed to the structure, such as a "hang tag", should no citizen be in the building at the time of notification. Temporary restrictions must, in no case, exceed two (2) hours, and must be limited to the time periods of 10:00 a.m. to 12:00 p.m. and 2:00 p.m. to 4:00 p.m. The County will evaluate each request on a case-by-case basis and retain the right to refuse any and all requests for temporary access restrictions. In the event that the request for temporary access restriction is approved by the County, the Contractor shall also provide verbal notification to the resident(s) prior to access impacts.

SC-26 STANDARD DETAILS

In addition to the details provided on the Work Order or Work Order Plans, the latest versions of the Standard for Design and Construction of the Pasco County Utilities Department and FDOT Design Standards will also apply to this Work.

SC-27 PIPELINE INSTALLATION

A. Trenching/Pipeline installation activities must not advance more than 0.25 mile ahead of final surface restoration activities, including final grading and sodding. The distance between trenching operation and driveway surface restoration must not exceed 0.5 mile.

B. In areas where roadside drainages are present, the Contractor shall restore the final surface grades to match the grades existing prior to construction activities. Limits of clear sight must be maintained at each road/driveway intersection throughout the construction activities.

C. No construction activities, including unloading of piping, may commence until warning signs, flaggers, barricades, etc. are erected in accordance with approved maintenance of traffic plan.

SC-28 RESERVED.

SC-29 PROJECT SIGNS

A. The County may provide the Contractor with portable project identification signs when needed. The signs will display a generic title such that they can be re-used on successive Work Orders during the term of the Contract.

B. Before mobilization on each Work Order, the Contractor shall display a project identification sign in a prominent location at the project site. The Contractor shall remove and relocate signs to the new Work Order construction sites as needed, or at the direction of the Project Manager. The Contractor shall remove and dispose of the signs at the completion of the contract term or as directed by the Project Manager. Disposal of the signs must be at no additional cost to the County. All costs associated with this item should be included in the Contractor's overhead.

SC-30 PURPOSE AND INTENT

A. The purpose of these specifications is to describe the requirements of the Pasco County Utilities (PCU), for a competitive bid, undefined quantity, and term contract for AS NEEDED PIPELINE REPAIR SERVICES as described herein. Work authorized under this term contract will be ordered only on an "as needed" basis through written Work Orders authorized by the County Administrator or his designee.

B. AUTHORIZATION OF WORK

1. No work may be performed under this term contract except as authorized by written Work Orders issued by the County. The Contractor shall not proceed with, and shall not be compensated for, any work that is not authorized by a written Work Order. Verbal authorization may be given when emergency response conditions occur at night and/or on weekends and followed-up with a written authorization within 24 to 48 hours of the occurrence.

2. The ACA or his designee will review all Work Orders and upon concurrence with the terms, approve such Work Orders.

SC-31 CONTRACT COMMENCEMENT AND EXPIRATION

A. The Contract time will commence on the date specified on the Agreement and will expire upon completion of all authorized Work. The Work Order Authorization Period (period during which the County is entitled to issue Work Orders) will expire on the first anniversary of the Contract time, or when the actual authorized work equals the awarded Contract amount, whichever occurs earlier.

B. Bid Proposal item unit prices must remain **firm and non-negotiable** during the life of the Contract, including any renewal periods. Bid Proposal item unit prices can only be adjusted under the conditions outlined elsewhere in this section.

SC-32 RESERVED.

SC-33 COST ESCALATION

A written request for price adjustments may be made by the Contractor once every year, no less than thirty (30) days prior to the end of a contract year. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bona fide cost increase to the Vendor. The base period for any requested adjustment will be the beginning of the latest period during which an adjustment may have been made. For example, if annual adjustments may be requested under a three-year contract and none is requested after the first two (2) years, the base period for an adjustment effective the third year will be the beginning of the second year. All requests for price adjustment(s) must be supported by documented construction economic information regularly published in *ENR (Engineering News-Record).* Any increase must not exceed 6%. All price adjustments must be accepted by the ACA and must be accomplished by a written amendment to this Contract.

SC-34 CONTRACT ESTIMATED QUANTITIES

A. Unit quantities indicated in the Bid Proposal section (Part III) are provided as a means of comparing bid proposals and as a basis for award. However, these quantities are estimated, and actual unit quantities may vary greatly during the term of this contract. **THE BIDDER IS ADVISED THAT THE TOTAL QUANTITY OF WORK REQUESTED MAY BE LESS THAN THE QUANTITY ESTIMATED IN THE BID**

PROPOSAL PAGES, AND IN FACT THE COUNTY CANNOT AND DOES NOT GUARANTEE A MINIMUM OF USAGE ON THIS CONTRACT.

B. Bidders are cautioned against predicating their bid prices on an assumed scope of work or estimated bid quantities. The amount of award represents only the upper dollar limit beyond which no further work may be ordered, except as may be approved by the Board through a Change Order. It is not known how much or how little work will be ordered during the term of this contract.

C. Bidder acknowledges that actual quantities may be significantly less than those indicated in the bid, and agrees that, as the Contractor, it will not make any claim for damages or for loss of profits because of a difference between the quantities shown in the Bid Proposal (Part lll) and the quantity of work actually ordered.

D. Work Order pricing must be based on actual field measurement, not estimated bid or planned quantities.

E. Because quantities are estimated and actual requirements will not be determined until time of need, any reference in the General Conditions are hereby modified to delete the necessity for a Change Order in the event of line-item quantity over or under runs, provided that total purchases do not exceed the amount of award.

SC-35 BASIS FOR AWARD AND CONTRACT PRICE

A. Award will be made to the responsive and responsible bidder(s) meeting specifications who submit the lowest total bid price, based on the estimated quantities included herein. Bidders are required to submit prices for all items included on the electronic Bid Form in Bonfire. The County reserves the right to award more than one contract under these specifications.

B. For budgetary and other reasons, the total amount of award for this Contract will be established at $1,000,000 or the recommended total bid price whichever is less.

C. If the recommended total bid price is greater than the award amount of $1,000,000, authorized work (and bid estimated quantities) will be reduced accordingly.

D. Notwithstanding the above, the actual amount of work to be performed is not known, and the County cannot guarantee a minimum on this Contract.

E. The amount of award referenced in the above statements is defined as the upper dollar limit beyond which no further work may be authorized without approval of the Board. Specifically, the amount of award will not be construed as indicating the actual value of work anticipated by the County under this Contract. The actual value of work to be authorized is not determined until the time of need for that

work occurs and may be significantly less than the amount indicated in the award.

SC-36 LIQUIDATED DAMAGES

Liquidated damages for each calendar day that each milestone date is not met are as follows:

Milestone	Calendar Days from NTP (1) to completion of the corresponding milestone	Amount of Liquidated Damages (2) ($/day)
Final Completion for Work Order (individual project)	To be determined for each Work Order	$250

Notes:
(1) Notice to Proceed for each Work Order (individual project).
(2) Liquidated Damages may be assessed on each milestone separately until that milestone is completed.

SC-37 SIMILAR WORK BY OTHER CONTRACTORS

Award of this term contract to a particular Contractor will impose no obligation on the County to utilize that Contractor for all work of this type which may develop during the period of this contract. **This is not an exclusive contract.** The County specifically reserves the right to concurrently contract with other companies for work of this type if the County deems such to be in the County's best interest.

SC-38 BID PRICES

A. The Contractor shall include all costs for completing all WORK identified in the Contract Documents in the bid items listed on the bid form. The contract unit price bid items must include all labor, equipment, materials, tools and incidentals required to accomplish the Work contemplated in these Contract Documents in an expeditious and workmanlike manner.

B. The bidder's bid prices must contain all cost items in amounts deemed sufficient by the Contractor for overhead, profit, bond premiums, performance and payment bond premiums, insurance, minimal design, engineering, drafting support, site superintendent, administrative support, progress meeting expenses, contract startup costs, computer equipment and supplies, all contingencies, and all risks associated with this contract. The Bidder is hereby notified that no other amounts will be paid in excess of those bid prices shown in Bid Proposal, and they are **non-negotiable** during the life of the contract.

SC-39 PRICING OF WORK ORDERS

Pricing of Work Orders will be accomplished by multiplying the appropriate unit prices times the quantities of each line item required for the work order, to arrive at a Pay

Quantity for that line item, then adding all such line item Pay Quantities to arrive at the Work Order Cost. It shall be the Contractor's responsibility to advise the County and obtain prior approval or any additional quantities to be utilized beyond those specified in the Work Order. The Contractor will not be compensated for any materials or work without written authorization from the County. The Contractor will be compensated for **authorized** additional quantities on the Revised Work Order after Final Completion of the Work Order.

SC-40 NON-PRICED ITEMS (NPI)

A. Non-Priced Items (NPI) are defined as items which may be required, but do not appear in the Bid Proposal in Part III. An allowance for NPI per Work Order will be included in the Bid Proposal to cover any NPI. This allowance represents an estimate of the amount of money that may be expended for such items during the term of this contract plus any additional work not included in the Work Order and necessary to complete the work. NPI work must be identified prior to Work Order issuance but may be added to the Work in the manner outlined for additional quantities.

B. NPI work must be priced based on the following:

a. If the item does not appear in the Bid Proposal, the price must be negotiated as outlined in Article 12 of the Contract General Conditions.

b. Once an NPI is approved, it becomes a candidate for incorporation into the Contract as a unit priced line item for all subsequent Work Orders, including those issued during renewal periods.

SC-41 WORK ORDERS

A. Upon approval of this Agreement by the Board of County Commissioners, the County Administrator or his designee will be authorized to begin issuing Work Orders. The Contractor(s) will be issued a separate Work Order for each particular item of work assigned by Pasco County Utilities (PCU) in accordance with the Contract Documents. Each Work Order will describe the Work required to be completed and the number of calendar days within which the Contractors must both commence and complete the Work for the particular Work Order.

B. PCU will furnish a scope and completion time to the Contractor(s) requesting a Work Order Proposal. The Contractor shall be responsible for any additional investigation required for proper completion of the work. The Contractor shall not receive compensation for preparing the Work Order Proposal.

C. Upon receipt of cost proposal from the contractor based on bid item list, the County project manager will prepare a work order to be approved by the

Assistant County Administrator for Public Infrastructure. Work Orders shall include description of work, cost, term, and any relevant information pertaining to the project. Contractors providing goods and/or services without a properly executed Work Order do so at their own risk. The County will not be liable for payment for any services provided under the Contract unless a valid Work Order has been issued to the Contractors.

D. After approval of the work order, work shall commence upon a separate written Notice to Proceed; issued by the Department director, Engineering Manager, Project Manager or designee. The Contractor shall not proceed with, and shall not be compensated for, any Work that is not authorized by a written Work Order and accompanied by a written Notice to Proceed. Verbal authorization may be given when immediate response conditions occur at night and/or on weekends and will be followed-up with a written authorization within 48 hours of the occurrence.

SC-42 RESERVED.

SC-43 PROCEDURE FOR DEVELOPMENT OF A PROPOSAL, EVALUATION OF THE PROPOSAL, AND ISSUANCE OF WORK ORDERS

A. Upon identifying the need for work to be performed under this contract, the Project Manager, or designee will meet with the Contractor to review the scope of work. This may also include an on-site visit.

B. Following this initial meeting, the Project Manager, or designee, will provide the Contractor with a written scope of work or a cost estimate using the prices included in Part III, Bid Proposal. This must include a Contractor-developed, detailed statement of work and shop drawings/sketches for the project. The Contractor shall ensure that its proposal is complete using the applicable specifications and standards included herein.

C. The detailed (Contractor-developed) statement of work must be supported by all necessary documentation to indicate that adequate planning has been performed to accomplish the required work. Costs for the aforementioned documentation must be included in the Contractor's bid prices and will not be paid separately by the County. **The Contractor shall not receive additional compensation for the proposal preparation.**

D. The Contractor's bid prices, included in Part III, Bid Proposal, will serve as the basis for establishing the value of the Work to be performed on a unit price basis.

E. **Timeliness of Services**: Since the primary goal of work order contracting is the prompt acquisition of construction services, Contractor responsiveness under the terms of this contract is paramount. Upon notification of a need for

services, the Contractor shall acknowledge the request and reply to the Project Manager, or designee, within three (3) business days, unless the request is for an emergency. The Contractor shall expeditiously prepare its proposal and in no event will the proposal preparation time, mobilization time, or work order completion time exceed the time specified in the Work Order. Failure to respond within the time specified above may result in the work being performed by others; no further Work Orders being issued to the Contractor; termination of the Contract; or the filing of a claim by the County against the Performance Bond when applicable.

F. As part of the price proposal, the Contractor may also develop a **proposed** schedule for completion of the work, if the schedule was not previously provided to the Contractor by the Project Manager.

G. The Contractor shall submit its proposal to the Project Manager, or his designee, who will evaluate the proposal and, if approved, issue a Work Order. The Project Manager reserves the right to disapprove the proposal, in which case he shall not have an obligation to issue the Work Order.

H. If, in the Project Manager's opinion, additional unit price items or quantities are required to complete the project, a revised work order detailing the additional work will be issued. The Contractor shall review the revisions and submit a detailed cost proposal. The Project Manager will review the Contractor's proposal and, if approved, will issue a revised Work Order.

I. If, in the Contractor's opinion, additional unit price items or quantities are required to complete the project, it is the Contractor's responsibility to advise the Project Manager, or his designated representative, and obtain approval by amended Work Order **prior** to performing such additional items or quantities.

J. It shall be the Contractor's responsibility to notify the Project Manager, or his designated representative, if the additional quantities are likely to exceed the Work Order limit and obtain prior approval. Prior approval will be granted by way of a Revised Work Order.

K. The Project Manager, or his designee, reserves the right to reject any proposal, in which case the Project Manager, or his designee, will have no obligation to issue the Work Order.

SC-44 UNUSED ALLOWANCES

Any unused allowances remaining at the end of the contract will automatically expire with the contract.

SC-45 DISPUTES REGARDING WORK ORDERS

A. In the event the County and Contractor are unable to agree on final quantities or items for the performed work, the County may reject the Contractor's pay request and require the Contractor to provide verifiable documentation as to the quantities and items actually used. The burden of proof is on the Contractor. If the Project Manager finds the verifiable documentation sufficient, the pay application will be processed. If the Project Manager finds the documentation insufficient or unverifiable, the Contractor and the Project Manager may appeal to the County Administrator or his designee. The decision of the Utilities Department officials will be final.

B. If the Contractor refuses or otherwise fails to perform any of its obligations under the Contract or fails to perform the Work, in addition to all available remedies at law or in equity, the County reserves the right to take any or all of the following actions:

1. Obtain the Work Order services from another Contractor;

2. Terminate the Contract;

3. Debar the Contractor from bidding on County construction projects for a period of up to 36 months;

4. File a claim against the Contractor's Performance Bond.

C. If the Contractor believes there is good cause for not performing requested Work, the Contractor may submit notice which cites the refusal and contains supportive documentation and may appeal an adverse decision to the County Administrator or his designee.

SC-46 CONTRACTOR QUALIFICATION AND EXPERIENCE

A. The CONTRACTOR must have at least five (5) years consecutive current active experience in the construction of utility projects of similar difficulty and magnitude as described in the Contract scope of work (range of duties) and outlined in the Contract Documents. The five (5) years consecutive active years are up to and including the date of bid. The CONTRACTOR must submit a least ten (10) projects to confirm the five (5) years current active experience to the COUNTY within five (5) days of the request from the COUNTY. The submittal of projects must include the following: project name, project amount, location, brief description of the project, address, and contact name and phone number. The COUNTY reserves the right to reject any bid if the evidence submitted by, or investigation of, the CONTRACTOR fails to satisfy the COUNTY, at its sole discretion, that the CONTRACTOR is properly qualified to carry out the obligations of the contract and to complete the work described and outlined in the Contract Documents.

B. The Contractor must provide a qualified foreman with at least three years consecutive current active experience in underground utilities construction. The foreman shall be present at all times when construction work is being performed and all communications given to the foreman will be binding, as if given to the Contractor.

SC-47 BID ACCEPTANCE DETERMINATION LETTER

A. After bid opening, the County may request the below listed information from the apparent responsive low bidders. This information will be used by the County to help make a recommendation to the Purchasing Department whether to accept or reject the bid.

1. A list of all projects the apparent low bidder has worked on or is currently working on in the past 3 years.

2. A list of completed projects confirming successful experience as stated in the Range of Duties anticipated to be performed under this Contract as outlined herein.

3. A list of all major equipment owned and operated by the apparent low bidder and a list of all equipment to be utilized on this project.

4. A list of employees to be utilized on this project with their job title, years of experience and number of years in current job function.

5. Resume of the project manager(s) and full-time job superintendent(s) that will be utilized to complete the Work.

6. Explain how the apparent low bidder will ensure the Work is adequately manned, equipped, and managed so it will be completed on time and within budget.

7. A copy of all required licenses. All licenses must be active and current at time of bid opening.

SC-48 RESERVED.

SC-49 DOOR HANGERS

In the event any activity under this Contract is determined to affect near-by residents, the Contractor will be required to notify the affected residents using door hangers. All residents must be notified at least twenty-four hours in advance of mobilization. The geographical area of notification will be determined by the County. The County will provide the Contractor with the door hangers. All costs associated with this item must be included in the Contractor's overhead.

SC-50 SEWAGE SPILLS

All wastewater or other spills resulting from Contractor operations hereunder must be contained, removed, and cleaned up immediately by the Contractor at no additional cost to the County. The Contractor shall disinfect spills using a disinfectant method approved by the Project Manager. The Contractor shall report all spills immediately to the Project Manager. All required regulatory agencies must be notified as soon as possible, but in no case later than twenty-four hours from the time of the spill. The Contractor shall provide the regulatory agencies and the Project Manager a detailed written report of the spill, describing the occurrence and all actions taken. Any fine as a result of the spill due to the Contractor's actions shall be paid by the Contractor.

SC-51 SITE SAFETY AND CLEAN-UP

The Contractor shall be responsible for site safety and clean-up. The Contractor will be responsible for keeping the site(s) safe for pedestrians and traffic. The Contractor shall dispose of all debris on a daily basis and be responsible for hauling all debris to an appropriate and permitted disposal site. The Contractor will not be allowed to accumulate debris on the site, unless approved by the Project Manager. All costs associated with the safety, clean-up, and disposal of debris must be included in the Contractor's overhead.

SC-52 VIDEO REQUIREMENTS

Within two (2) weeks of Notice To Proceed, the Contractor shall have a continuous color audio/video tape recording taken along the entire length of the Project including all affected project areas. Streets, easements, rights-of way, lots or construction sites within the Project must be recorded to serve as a record of the pre-construction conditions. Two (2) copies of tape recording and video log must be submitted to the Owner on USB and electronically via e-mail or other electronic delivery acceptable to the County before commencing construction. The Engineer of Record shall designate those areas, if any, to be omitted from or added to the audio-visual coverage. All tapes and written records will become property of the County.

SC-53 TEMPORARY ELECTRICITY/POWER

The Contractor shall make arrangements for obtaining temporary electric power service, metering equipment, billing account(s) as applicable and pay all costs for electric power used during Contract period, except for portions of the Work designated in writing by Engineer as substantially complete and accepted by the Owner, or if otherwise noted in the specifications. Contractor must transfer power account(s) to the Owner's name upon acceptance of the Work.

C. **PROJECT-SPECIFIC CONDITIONS (cont.)**

TECHNICAL SPECIFICATIONS AND PLANS

CONTRACTOR WILL PERFORM THE WORK IN ACCORDANCE WITH THE ATTACHED TECHNICAL SPECIFICATIONS DATED **FEBRUARY 10, 2022**, WHICH TECHNICAL SPECIFICATIONS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. THE INTENTION OF ALL TECHNICAL SPECIFICATIONS AND PLANS IS TO BE COMPLEMENTARY AND SUPPLEMENTARY TO ALL GENERAL AND SPECIAL CONDITIONS IN THESE CONTRACT DOCUMENTS. SHOULD ANY CONFLICTS EXIST BETWEEN THE TECHNICAL SPECIFICATIONS AND PLANS, AND THE GENERAL OR SPECIAL CONDITIONS (IF ANY), THE STRICTER PROVISION SHALL PREVAIL AND CONTROL.

END OF TECHNICAL SPECIFICATIONS AND PLANS

AGREEMENT
AS NEEDED PIPELINE REPAIRS
Solicitation No. IFB-BW-25-052

THIS AGREEMENT is entered by and between **PASCO COUNTY, FLORIDA,** by and through its Board of County Commissioners (hereinafter called "Owner") and **Schaer Development of Central Florida, Inc.,** (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the Owner issued an Invitation to Bid (IFB-BW-25-052), together with any addenda ("Solicitation") to secure services for **AS NEEDED PIPELINE REPAIRS;** and

WHEREAS, the Contractor desires to render services as described in the Solicitation, and the Contractor hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, Contractor agrees to serve as Owner's Contractor for **AS NEEDED PIPELINE REPAIRS** based upon the terms and conditions set forth in this Agreement and as set forth in Owner's Solicitation and Contractor's Bid Proposal ("Bid"), which are incorporated herein by reference as though set forth fully herein.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1- RECITALS
The recitations in the Whereas clauses above are incorporated herein by reference and made a part hereof. Capitalized terms in this Agreement, not otherwise defined, shall have the meaning defined in the Solicitation.

ARTICLE 2 - WORK
Contractor shall provide all labor, equipment, materials, supplies, and services, necessary to perform the As Needed Miscellaneous Pipeline Construction Services, as set forth in the Solicitation and listed specifications.

ARTICLE 3 – OWNER'S REPRESENTATIVE
The Project is administered by:

Public Infrastructure
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIME

4.1 Except as otherwise specified herein, the Agreement shall remain in full force and effect from the effective date of this Agreement for a three (3) year term, unless otherwise terminated or extended as provided in this Agreement, subject to the Price Escalation terms described elsewhere herein, unless cancelled in writing by Pasco County. The County reserves the right to extend this agreement, under the same prices, terms, and conditions as in the original Agreement approved by Pasco County for two additional one-year periods, as found to be in the best interest of the County. All contracts are subject to the appropriation of funds by Pasco County. The effective date for this Agreement is the date this Agreement is executed by the Owner.

4.2 In the event that a properly executed Work Order initiated within the initial term of the Agreement, or Addendum to such Work Order requires or expressly permits work to be performed by the Contractor after termination of this Agreement, such WORK ORDER or Addendum to such Work Order shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in the Work Order or Addendum to such Work Order.

4.3 Each Work Order will be completed within the time stipulated in the Work Order Form.

4.4 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified or directed in the Work Order(s), the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of TWO HUNDRED and 00/100 (200.00) for each calendar day after the date of completion listed in the Work Order. Default days will be counted in calendar days, excluding Sundays and legal holidays.

ARTICLE 5 - CONTRACT PRICE

5.1 The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents subject to the Not-to-Exceed annual amount of $12,000,000.00. The total Contract Price includes $100.00 for Indemnification and $100.00 for termination for convenience. Payment shall be made not more often than once per month and in accordance with the Contract Documents.

5.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

5.3 The County has awarded multiple agreements for solicitation **IFB-BW-25-052.** The total County budget for the services provided for in the solicitation documents is the Contract Price stated in Section 5.1 above, as such price may be amended by the County. The contract price under each of the agreements is the same; provided however, the combined payments to all contractors for services shall not exceed the total County budget for these services.

ARTICLE 6- CONFLICTS

6.1 To the extent there is a conflict regarding indemnification and contract term between the Instructions to bidders and this Agreement, the provisions of this Agreement will control.

ARTICLE 7 - TERMINATION OF AGREEMENT

7.1 In return for good and valuable consideration in the amount of $100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its

discretion and termination will be effective, with cause immediately or without cause after 30 days, after written notice has been provided to the Contractor.

7.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

8.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

8.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

ARTICLE 9 - SUBCONTRACTORS

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 10 – INDEMNIFICATION

10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) to the extent caused by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.

10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.

10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of $100.00, the sufficiency and receipt of which is hereby acknowledged.

10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

Article 11- ORDER OF DOCUMENTS

In the event of a conflict among the Contract Documents, the order of precedence shall be as follows:

1. This Agreement
2. Solicitation Documents inclusive of all addendums
3. Any documents submitted by the contractor in its Bid.

ARTICLE 12 - MISCELLANEOUS

12.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 Owner and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

12.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.

12.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.

12.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.

12.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.

12.5 The Agreement will be governed by and construed under the laws of the State of Florida.

12.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.

12.7 During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal

grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

12.8 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to Owner:
Pasco County Utilities
19420 Central Boulevard
Land O' Lakes, FL 34637

Attention: Branford N. Adumuah
Assistant County Administrator, Public Infrastructure

If to the Contractor:
Schaer Development of Central Florida, Inc.
2715 Hunt Road
Land O' Lakes, FL 34638

Attention: Arthur L. Schaer
President

ARTICLE 12 – LAW COMPLIANCE

Each party will comply will all applicable Federal, State and Local laws, rules, regulations, and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

ARTICLE 13 - E-VERIFY PROGRAM/AUDIT COOPERATION

A contractor or consultant entering into a contract with a public entity (such as the County) is required to be registered with the U.S. Department of Homeland Security's E-Verify System and to utilize it to verify the work authorization status of all newly hired employees throughout the term of the contract. The contractor or consultant shall also be required to obtain and retain affidavits from all subcontractors or subconsultants utilized during the contract verifying that they do not employ, contract with, or subcontract with any unauthorized aliens as that term is defined in 8 U.S.C.S. 1324a(h)(3). The failure to comply with this requirement constitutes grounds for termination of the contract and for such other penalties as provided under section 448.095, Florida Statutes.

If a public employer has terminated a contract with a contractor for failure to comply with the requirements of the paragraph above, the contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated.

The County reserves the right to request verification of compliance from its consultants and contractors during the term of its contract with the County and for a period of up to five (5) years thereafter. Should a County-retained consultant, contractor, and/or its subconsultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant, contractor and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the county as a result of such non-compliance. Compliance with this section is mandatory for all projects.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last day written below (bid award date for the Project subject thereto).

ATTEST: PASCO COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

By: _____
Chairman, Jack Mariano

APPROVED
IN SESSION
MAR 24 2025
PASCO COUNTY
BCC

Date: _____, 20____

CONTRACTOR:

Schaer Development of Central Florida, Inc.
(NAME OF COMPANY)

BY: _____
(SIGNATURE)

Arthur L. Schaer
(PRINTED NAME)

President
(TITLE OF SIGNER)

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Pasco }

The foregoing instrument was acknowledged before me on Jan. 19, 2026, by means of:
[X] physical presence or
[ ] online notarization

by *[as applicable, complete one (1) of the four (4) choices below]*:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] Arthur L. Schaer, who executed the foregoing instrument as
[Title] President of
[Corporation or Company Name] Schaer Development of Central Florida, Inc., a:
[X] corporation or
[ ] limited liability company
organized under the laws of [State] Florida,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name] _____, Partner (or Agent), on behalf of
[Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] _____, as attorney in fact for _____.

****

Said person is (check one below):
[X] Personally known to me, or
[ ] Has produced _____ as identification.

Signature of person taking acknowledgment
Theresa R. Goggins
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

[Notary Stamp or Seal]

Notary Public State of Florida
Theresa R Goggins
My Commission HH 469245
Expires 3/28/2028

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** NI26-0767 **DATE:** 6/16/2026

SUBJECT: Task Order No. 3-26 (RSQ-BW-25-075) – Stroud Engineering Consultants, Inc. – Wesley Center Link Seal Repair (PCU 24-004.00) (UTD26-0234)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0767 UTD26-0234 Task Order No. 3-26 Package

PASCO COUNTY FLORIDA
Ure OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Mike Carballa, P.E.
County Administrator

DATE: March 19, 2026

FILE: UTD26-0234

FROM: Adolfo A. González, P.E.
Utilities Engineering & Contract Management Department
Adolfo A. Gonzalez, P.E. Digitally signed by Adolfo A. Gonzalez, P.E. Date: 2026.03.19 15:08:29 -04'00'

DISTRICT(S): 1

THRU: Branford N. Adumuah
Assistant County Administrator
Public Infrastructure
Branford N. Adumuah Digitally signed by Branford N. Adumuah Date: 2026.03.24 11:46:18 -04'00'

SUBJECT: Task Order No. 3-26 – Stroud Engineering Consultants, Inc. – Wesley Center Link Seal Repair – PCU 24-004.00 - $49,780.00

THRU: Joseph Amoah, Ph.D., P.E.
Utilities Director
Sandra E. Anderson Digitally signed by Sandra E. Anderson Date: 2026.03.23 16:38:58 -04'00'

REFERENCES: RSQ-BW-25-075, Task Order No. 5-24, UTD24-0307, RLS24-00435

Please approve the attached Task Order No. 3-26 with Stroud Engineering Consultants, Inc. (Stroud) for the above-referenced project in the amount of $49,780.00. This Task Order establishes a completion date of November 30, 2028.

Task Order No. 3-26 authorizes Stroud to provide professional engineering services to reroute the existing 30-inch force main (FM) bypass so that it discharges directly into the anoxic rapid mix basin, rather than entering through the side of the splitter structure at the Wesley Center Wastewater Treatment Facility. This rerouting is essential to improving treatment efficiency, reducing operational risks, and maintaining compliance with regulatory and design standards. Implementing a durable and reliable corrective solution will help protect long-term system integrity and enhance service reliability for customers.

On January 20, 2024, the County Administrator approved an agreement with Carollo Engineers (Carollo) under solicitation RSQ-DS-20-056 to inspect the concrete wall and link seal for the 30-inch pipe and prepare a technical memorandum with recommendations. However, because Carollo is not included in the new Continuing Professional Services Agreement (RSQ-BW-25-075), Stroud, an approved provider, will perform the work associated with rerouting the 30-inch FM into the anoxic rapid mix basin. Task Order No. 3-26 includes design, ~~permitting~~, procurement coordination, construction oversight, and project closeout. Construction is expected to begin in November 2027 and be completed by November 2028, with an Opinion of Probable Construction Cost of approximately $484,000.00.

Funding in the amount of $49,780.00 is budgeted and available in FY 2026 within the Water and Wastewater Capital Fund, Renewal and Replacement, Project Number 20011.

UTILITIES ENGINEERING & CONTRACT MANAGEMENT DEPARTMENT
813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

The Project Manager recommends approval of the requested Task Order No. 3-26.

The County Administrator has delegated authority to execute the attached documents pursuant to Chapter 2, Article IV, Division 2 of the Pasco County Code of Ordinances.

APPROVED: Date: 4-1-26

Carrie C. Roberts
Purchasing Director

APPROVED: Date: 4/24/26

Michael J. Carballa, P.E.
County Administrator

ec: Jordan Wolfgram, Sr. Asst County Attorney
Jennifer Vigo, Capital Coordinator, Public Infrastructure Fiscal & Business Administration Department
Joshua Wood, Director, Public Infrastructure Fiscal & Business Administration Department
Atef A. Hanna, P.E., Utilities Engineering Manager, Utilities Engineering & Contract Management Department
Ishmael C. Wilson, Project Manager, Utilities Engineering and Contract Management Department
AAG/Ah/aa PCU 24-004.00

UTILITIES ENGINEERING & CONTRACT MANAGEMENT DEPARTMENT
813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Branford N. Adumuah
Assistant County Administrator
Public Infrastructure

DATE: September 25, 2025

FILE: UT25-0754

FROM: Joseph Amoah, Ph.D., P.E.
Utilities Director

SUBJECT: Permanent Utilities Delegation of Authority

This memorandum is to formally advise that when I am out of the office, the following Directors will act in my place signing all documents requiring my signature and will be available at your request.

DIRECTOR:	TITLE:	MAIN OR OFFICE #:	ALTERNATE OR CELL #:
Adolfo Gonzalez	Utilities Engineering and Contract Management Director	(813) 235-6189 Ext. 6977	(727) 809-0213
Stewart Shook	Utilities Operations and Maintenance Director	(813) 235-6189 Ext. 6917	(813) 727-1093
Sandra Anderson	Utilities Customer & Information Services Director	(813) 235-6186	(727) 809-1683

Should you need further assistance, please feel free to contact my assistant Kathy McIntyre at kmcintyre@pascocountyfl.net or at Extension 6972.

JA/km

ec: Public Infrastructure Administration
Sandra Anderson, Utilities Customer Information & Services Director
Adolfo Gonzalez, Utilities Engineering & Contract Management Director
Stewart Shook, Utilities Operations & Maintenance Director
Tracy Overturf, Interim Public Infrastructure Fiscal and Business Administration Director
Panos Kontses, Assistant County Engineer, Transportation Engineering Department
Jason Mickel, Public Works Director
Kevin Pliska, Solid Waste Director
Barbara Hitzemann, Human Resources Director

UTILITIES DEPARTMENT
813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

Task Order No. 3-26

WESLEY CENTER WASTEWATER TREATMENT FACILITY 30-INCH FORCE MAIN BYPASS MODIFICATION

Pasco County Utilities Department

PCU-24-004.00

This Task Order No. 3-26 between Pasco County, Florida, by and through its Board of County Commissioners (County) and Stroud Engineering Consultants, Inc. (Consultant), is executed pursuant to the Continuing Professional Services Agreement for solicitation RSQ-BW-25-075 effective as of January 12th, 2026 (Agreement), which is incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS**

   The foregoing recitals are true and correct and are incorporated herein by reference.

2. **SCOPE OF SERVICES**

   The Scope of Services to be rendered by Consultant is described in Exhibit "A" of this Task Order, which is attached hereto and made a part hereof as is fully set forth herein.

3. **TERM**

   The term of this Task Order shall be from the date this Task Order is signed by the County, and shall continue until one of the following occurs: the maximum compensation amount of this Task Order, inclusive of any Change Orders, is paid in full; the project is terminated; or November 30, 2028. Work shall commence upon issuance of a separate written Notice to Proceed ("NTP"), which shall become part of this Task Order.

4. **COMPENSATION AND METHOD OF PAYMENT**

   The Consultant will be paid for these services in accordance with Exhibit "B," the Summary of Fees, which is attached hereto and made part hereof as if fully set forth herein. The maximum compensation amount under this Task Order is forty-nine thousand seven hundred eighty

and 00/100 Dollars ($49,780.00).

5. **CONFLICT**

To the extent there is a conflict between the terms of the Agreement and this Task Order, the terms of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Task Order No. 3-26, effective the last date listed below.

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: Karen L. Floyd
4-22-26
Attorney

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

By: _____
Michael J. Carballa, P.E.
County Administrator

Stroud Engineering Consultants, Inc

By: _____
SIGNATURE

KURT HEATH
PRINT OR TYPE NAME

VICE PRESIDENT
TITLE

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} ss
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me on MARCH 26, 20 26, by means of:
[✓] **physical presence** or
[ ] **online notarization**
by ***[as applicable, complete one (1) of the four (4) choices below]***:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] KURT HEATH, who executed the foregoing instrument as
[Title] VICE PRESIDENT of
[Corporation or Company Name] STROUD ENGINEERING CONSULTANTS, a:
[✓] **corporation** or
[ ] **limited liability company**
organized under the laws of [State] FLORIDA,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name] _____, Partner (or Agent), on behalf of
[Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] _____, as attorney in fact for _____.

****

Said person is (check one below):
[ ] **Personally known to me**, or
[✓] **Has produced** FL. DRIVERS LICENSE **as identification,**
on behalf of STROUD ENGINEERING CONSULTANTS.
[*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

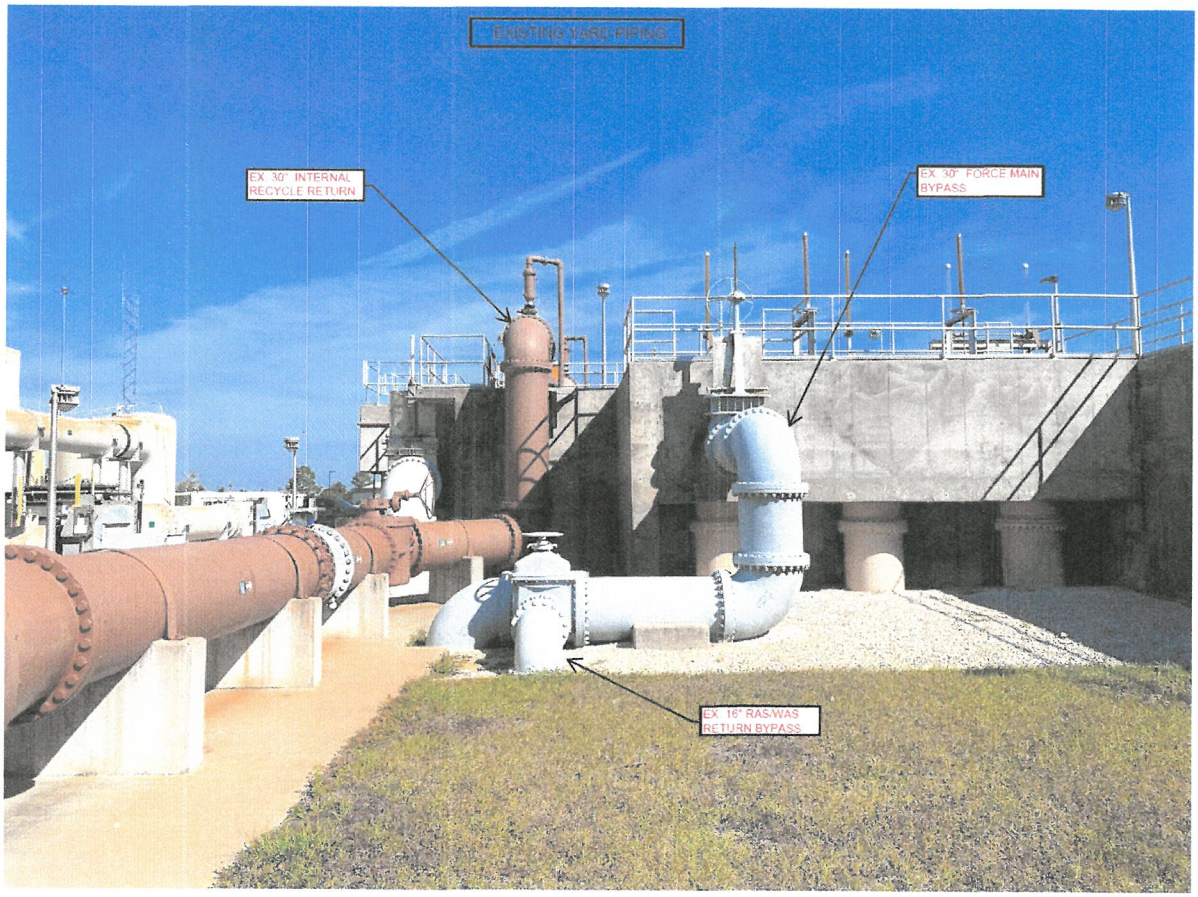
Pascale Elkhaouli
Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

Notary Public State of Florida
Pascale Elkhaouli
My Commission HH 403270
Expires 5/25/2027

BACKGROUND SUMMARY

In 2006, as part of the expansion of the Wesley Center Wastewater Treatment Facility (WWTF), a 30-inch diameter force main bypass line was installed from the influent force main piping to the anoxic rapid-mix splitter basin (see photo below). The purpose of the bypass was to allow for continued operation of the plant in the event that the headworks had to be taken out of service due to emergency failure or equipment repair. The bypass piping was installed aboveground at the anoxic basin and terminated into the side of splitter box #6. In 2022, plant operations noticed a slow leak from the link seal at the piping penetration into the concrete box. An evaluation of the leakage and potential repair options was subsequently performed, and the County has decided to move forward with the rerouting of the bypass piping, directly into the anoxic rapid-mix basin instead of into the side of splitter box #6. A site meeting between Mr. Wayne Baker of the County and Mr. Kurt Heath of the CONSULTANT was held on November 21st, 2025, to discuss the scope of work associated with the piping rerouting. This option will consist of the removal of the existing aboveground ductile iron piping from ground level to the wall penetration of splitter box #6. The piping penetration will be plugged on the outside of the structure, and all unusable piping and materials will be disposed of, while any suitable flanged fittings will be reused as appropriate. The aboveground piping configuration will be redesigned so that the bypass flows will be deposited directly into the rapid-mix basin, and not into an individual splitter box. The design will account for vertical support of the piping loads to minimize any increased weight loading on the existing concrete structure. The CONSULTANT will provide authorized professional services to the COUNTY for the design, procurement assistance, and construction phase services associated with the installation of the proposed piping bypass infrastructure.



Mr. Kurt Heath, P.E., will serve as the CONSULTANT's project manager on this task order for the duration of the scope of services. The CONSULTANT will provide project management as part of this task order, which shall include continuous management and coordination of the overall project; preparation of miscellaneous correspondence; coordination of sub-consultant services; necessary scheduling of design and construction activities; and attendance at project meetings (as requested) with the COUNTY. The progress of the project will be discussed with the County's designated project manager as required throughout the life of the project. A written summary of the project status and completed tasks will be provided with each invoice submitted by the CONSULTANT.

Based on the above background discussion, the following specific tasks and services are anticipated for this project, and are included in this Scope of Services:

1.0 UTILITY DESIGN

Prior to final design, the CONSULTANT will gather background information needed to complete the final design and support permit applications. This will consist of available information for the existing utilities located within the proposed project area limits, which shall include as-built information for the existing structures, force main bypass system piping, and other process piping located within this area of the WWTF. These as-built drawings and record documents will be evaluated with a specific emphasis on determining the optimum alignment and configuration for the proposed piping installation. The CONSULTANT will make site visits to further our understanding of both the existing facilities and potential improvements.

The CONSULTANT's preliminary design scope will include the following:

- Assemble available as-builts and record drawings for the existing piping infrastructure at the WWTF that may be encountered during the construction phase.
- Conduct a field review of the project area to obtain necessary system information, perform visual documentation survey of the utilities components, and verify identification of surface features displayed on the as-built drawings.
- Prepare preliminary (30%) design drawings for the COUNTY's review. These drawings will include plan views of the proposed piping configuration, and the plans will be provided in electronic format (.pdf file type) for the COUNTY's use in performing the review.
- Attend a preliminary design review meeting with the County's staff to discuss the project scope and review comments.
- Prepare updated (60%) design drawings for the COUNTY's review. These drawings will include plan and cross-section views of the proposed piping configuration, and the plans will be provided in electronic format (.pdf file type) for the COUNTY's use in performing the review.
- Attend a follow-up design review meeting with the County's staff to discuss the project scope and review comments.

Upon completion of the preliminary design activities, including responding to comments from the COUNTY's Project Manager and Operation & Maintenance personnel, the CONSULTANT will proceed with preparation of the final design documents. The CONSULTANT's final design scope will include the following:

- Coordinate with a structural engineering subconsultant to evaluate the weight loading associated with the proposed piping configuration and the structural support considerations to include within the final design. The CONSULTANT has included costs within Task 1.0 to provide funding for the proposed structural evaluation and design of piping supports.

- Prepare and submit copies of construction drawings at designated project completion milestones (90% and final) for review, comment, and approval by the COUNTY. The construction drawings will include construction notes and plan sheets at appropriate scale for legible interpretation. The drawings will incorporate the construction materials to be utilized and the associated performance specifications. The drawings will be prepared in accordance with Pasco County Utilities Services Branch standards, latest version, with plans provided in electronic format (.pdf file type) for the COUNTY's use in performing the review at each submittal stage. The final design drawings will be based on a plotting scale at 22" x 34" size.

- Consultant will attend all design review meetings prior to the project entering construction.

2.0 PROCUREMENT ASSISTANCE

- Contract: It is anticipated that the COUNTY will enter into an agreement with the County's existing As-Needed Contractor, via the work order authorization process, in order to perform the proposed piping improvements. The CONSULTANT will assist the COUNTY with preparation of the necessary Work Order by determining the appropriate pay items to be used, the associated quantities for each pay item, the potential contingency items, and the overall work order amount. The CONSULTANT will also be directly involved in communications with the As-Needed Contractor, including providing descriptions of the proposed construction scope and answering all pertinent questions as necessary to complete the Work Order approval process.

3.0 SERVICES DURING CONSTRUCTION (LIMITED)

- Construction Administration – Upon award of the construction contract, the CONSULTANT will assist the COUNTY during the construction phase by attending the pre-construction and progress meetings, conducting shop drawing reviews, conducting payment application reviews, responding to contractor requests for direction/interpretation, and assisting the County's Project Manager with preparation of any Allowance Authorization Requests or Change Orders.

- Construction Observation - The CONSULTANT will conduct part time on-site observation of the work in progress, especially during periods of major construction, and consult with the COUNTY's inspection staff to monitor conformance with the design documents. It is anticipated that on-site observation of the work in progress will be conducted with assistance from the COUNTY's inspections staff at intervals necessitated by the contractor's schedule, capabilities and effectiveness, and as required to provide final regulatory certification. It is anticipated that the CONSULTANT will observe hydrostatic pressure testing in the field. The CONSULTANT will assist the COUNTY with operational questions associated with acceptance of the completed project. The COUNTY's inspection team will be observing routine materials installation, methods of construction selected by the contractor, connections to existing utilities, and any testing procedures.

4.0 PROJECT CLOSEOUT

- Project Start-up – Since this project only involves piping installation and no mechanical/pumping equipment, it is anticipated that no formal start-up testing and/or training will be required. No operational manuals will be required as part of this Task Order.

- Record Drawings - Upon receipt of the as-built drawings and survey information from the contractor, CONSULTANT will provide signed and sealed record drawings along with the project certification documents to the COUNTY. The record drawing submittal will consist of electronic drawings in AutoCAD file format and PDF file format. PDF files will comply with standard instructions provided on Pasco County's Web Site.

- Certification of Completion - In order to properly close out the project, the CONSULTANT will be required to submit a Certificate of Substantial and a Certificate of Final Completion. This Certificate will fix the date when the entire work, associated with the County's utilities, is considered substantially complete and ready for its intended use. It will identify significant items that need to be addressed or corrected before final payment can be recommended. Upon resolution and completion of the items mentioned in the Certificate and submittal of all contractual documents by the contractor, the CONSULTANT will prepare and submit a Recommendation of Final Payment to the COUNTY.

5.0 ALLOWANCE FOR AUTHORIZED ADDITIONAL WORK

In the event that additional work is required or requested by the COUNTY, which may arise from unforeseen field conditions, changes in the project limits, increased design and/or permitting services, this task is intended to provide an allowance for such work. Such additional work shall be authorized in writing by the Assistant County Administrator for Utilities Services.

A. DELIVERABLES

This Scope of Services is to include the following deliverables:

- Preliminary Design Drawings (at 30% and 60% milestones)
- Final Design Drawings (90% and 100%)
- Submittal of As-Needed Work Order
- Certificate of Substantial and Final Completion
- Recommendation for Final Payment
- Record Drawings

B. ASSUMPTIONS

This Scope of Services is based upon the following assumptions:

1. Since the scope of work is associated with a condensed area, the CONSULTANT will utilize the existing record survey information as provided by the County as part of the previous facility expansion projects.

2. It is anticipated that no permits are required for this scope of work.

Exhibit B – "Summary of Fees"

COMPENSATION

FEE SUMMARY			
1.	UTILITY DESIGN SERVICES	$	27,200.00
2.	PROCUREMENT ASSISTANCE	$	2,850.00
3.	CONSTRUCTION PHASE SERVICES	$	11,155.00
4.	PROJECT CLOSEOUT	$	3,575.00
	LUMP SUM SUB-TOTAL	$	44,780.00
5.	ALLOWANCE FOR AUTHORIZED ADDITIONAL WORK	$	5,000.00
	NOT-TO-EXCEED TOTAL:	**$**	**49,780.00**

In accordance with Section 5.01, Payment Method (1), of the Continuing Professional Services Agreement, the COUNTY will compensate the CONSULTANT for work performed at the lump sum amount of forty-four thousand seven hundred eighty dollars and zero cents ($44,780.00) as a lump sum and five thousand dollars and zero cents ($5,000.00) as an allowance, for a total not to exceed cost of forty-nine thousand seven hundred eighty dollars and zero cents ($49,780.00). The Task Order allowance (Task 5.0) can only be authorized in writing by the County Administrator, Assistant County Administrator for Public Infrastructure, or their designees. No additional funding will be available without further written authorization from the COUNTY.

Billing will be made monthly and be accompanied by Progress Reports from the CONSULTANT describing the work completed and quantified as a percentage completed of the tasks.

During the work, CONSULTANT shall notify the COUNTY in writing of any unanticipated costs or out-of-scope work and shall provide a new estimate for that work. Appropriate adjustments to the authorized task order amount must be presented to the County for approval.

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

April 24, 2026

Mr. Kurt Heath
Stroud Engineering Consultants, Inc.
10503 Cyndee Lane
Odessa, FL 33556

Re: Task Order No. 3-26
Wesley Center Link Seal Repair
PCU 24-004.00
$49,780.00

Dear Mr. Heath,

On April 24, 2026, the County Administrator approved the above-referenced Task Order. This will confirm authorization to proceed with the project work effective on Date. Please refer to the subject project name, Pasco County project number and task order on all correspondence and project documentation.

Should you have any questions, please call me.

Sincerely,

Matt Wetherington
Digitally signed by Matt Wetherington
Date: 2026.04.28 09:23:13 -04'00'

Matt Wetherington, P.E. on behalf of Atef Hanna, P.E.
Engineering Manager – Utilities Engineering and Contract Management

cc: Adolfo A. González, P.E., Utilities Engineering and Contract Management Director
Joseph Amoah, Ph.D., P.E., Utilities Director
Branford N. Adumuah, Assistant County Administrator, Public Infrastructure
Anthony Ackerman, Contract Specifications Coordinator
Dalia Odeh, Project Coordinator III, Utilities Engineering and Contract Management
Jennifer Vigo, Capital Coordinator, Public Infrastructure Fiscal and Business Administration Department

PASCO COUNTY PROFESSIONAL SERVICES AGREEMENT

THIS **PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as "Agreement") by and between Pasco County, Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "County"), and Stroud Engineering Consultants, Inc., a Florida profit corporation, licensed in the State of Florida, whose address is 10503 Cyndee Lane, Odessa, FL, 33556 (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, the County issued a Request for Statements of Qualifications (**RSQ-BW-25-075**), together with any addenda ("RSQ") for **PASCO COUNTY UTILITIES CONTINUING PROFESSIONAL SERVICES,** to secure an experienced Consultant to render professional engineering services; and

WHEREAS, the Consultant submitted a response to the RSQ which was deemed by the County as responsive and responsible; and

WHEREAS, the Consultant desires to render certain Water, Wastewater, and Reclaimed Water Treatment & Storage Systems, Reclaimed Water Conveyance Systems and related services (Categories 1, 2) as defined in the Agreement and as more fully described in specific Task Orders that will be separately executed under this Agreement, and the Consultant hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the selection and engagement of the Consultant has been made by the County based on the Consultant's response to the RSQ and the County's solicitation process, and in accordance with the provisions of the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, the Consultant hereby certifies that it has been granted and possesses a valid, current license to do business in the State of Florida and in Pasco County, Florida, issued by those state boards and/or governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the Consultant has been informed of and has reviewed the professional services required to be performed pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with the provisions, conditions, and terms hereinafter set forth in this Agreement and any executed Task Orders and Change Orders; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties, as indicated by their respective execution of this Agreement, agree that a Contract shall exist between the County and the Consultant specifically consisting of:

SECTION 1 – DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, interpretation, and meaning of such terms as they appear throughout this Agreement.

1.1 – COUNTY

The term County shall refer to the Board of County Commissioners of Pasco County, a political subdivision of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the County's behalf relative to this Agreement.

1.2 - COUNTY ADMINISTRATOR

The term County Administrator shall refer to the County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them as set forth in this Agreement and pursuant to the Purchasing Ordinance of Pasco County, Florida.

1.3 – CONSULTANT

The term Consultant shall refer to the individual, company, or firm that will offer the Consultant Services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the work, materials, and/or services including work and materials required under the covenants, terms, and provisions contained in this Agreement and any and all Modifications, Task Orders, or Change Orders issued pursuant thereto.

1.4 – CONSULTANT SERVICES

The term Consultant Services or Services shall refer to all the work, materials, and services, and all related professional, technical, and administrative activities which are necessary to be provided and performed by the Consultant, its employees, and any subconsultants that the Consultant may engage to provide, perform, and complete the services required pursuant to the provisions of this Agreement, any Task Order, and as authorized under the Consultants' Competitive Negotiation Act ("CCNA").

This Scope of Services outlined below describes the general task order work and responsibilities the Consultant will be expected to perform a wide range of professional engineering services for the County. The Consultant will perform many tasks, including, but not limited to those set forth in the Statement of Work.

The work will be assigned on a Task Order basis as requested by the County in the County's sole discretion.

1.5 – SUBCONSULTANT

The term Subconsultant shall refer to any individual, company, or firm offering Consultant Services that is engaged by the Consultant to assist the Consultant in providing and performing the Consultant Services for which the Consultant is contractually obligated, responsible, and liable to provide and perform pursuant to the provisions of this Agreement. The use of any Subconsultant(s) must be approved in writing by the County Administrator or his designee before such Subconsultant(s) may be retained by the Consultant.

The County shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement or contract entered into between the Consultant and any Subconsultant.

1.6 – ADDITIONAL SERVICES

The term Additional Services shall refer to such Consultant Services the County may request or authorize the Consultant to provide or perform relative to this Agreement which are not included in the Agreement or Task Order. Additional Services shall be authorized by the execution of a Modification to this Agreement executed by both parties, a new Task Order, or a Change Order. Additional Services shall constitute a continuation of the Consultant Services under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement.

1.7 – MODIFICATION

The term Modification shall refer to a written document executed by both the County and the Consultant setting forth and authorizing Consultant Services or tasks which were not set forth in and are supplemental to this Agreement.

The amount of the change in contract compensation and time set forth in any Modification(s) executed and issued under this Agreement shall be understood and agreed by both the County and the Consultant to be fair, equitable, and adequate, and to represent the total of all costs associated with said Modification.

1.8 – TASK ORDER

The term Task Order shall refer to a written document executed by both parties to this Agreement, for which an individual Notice to Proceed may be issued that delineates a fixed number of days for completion of the specified Consultant Services, tasks, or scope of work set forth in the Task Order.

Through a properly executed Task Order and Notice to Proceed, the County provides authorization and notification to the Consultant to proceed to provide or perform certain Consultant Services, tasks, or work pursuant to the scope of Consultant's Services set forth in

the Task Order and this Agreement. In the event that federal or state funding is ascertained, such additional state or federal provisions may be included in a Task Order as necessary. Each Task Order shall be limited to the monetary thresholds set forth in section 287.055, Florida Statutes (the CCNA).

All terms in this Agreement shall be incorporated by reference in each executed Task Order, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of this Agreement will control over the conflicting provisions of any Task Order. Each fully executed Task Order shall become a supplement to and a part of this Agreement.

1.9 – CHANGE ORDER

The term Change Order shall refer to a written document executed by both the COUNTY and the Consultant setting forth and authorizing changes to the agreed-upon scope of Consultant Services, compensation, method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the Task Order(s), or previous Change Order(s) issued thereto. The Change Order document shall set forth authorized changes to the scope of Consultant Services, tasks, work, or materials to be performed or provided by the Consultant and/or its Subconsultants as well as the compensation and method of payment, the schedule or time period for performance and completion, and the guidelines, criteria, and requirements pertaining thereto. Any changed compensation to the Consultant as a result of the Change Order shall be understood and agreed to be the total of all costs associated with said Change Order.

The time of performance for rendering Consultant Services pursuant to any Change Order shall commence to run from the date specified in the Notice to Proceed issued for said Change Order. The County specifically reserves the right to establish milestones for completion of the work required under the Change Order and/or to tie deliverables to any payment provided for under that Change Order.

All terms in this Agreement shall be incorporated by reference in each executed Change Order, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of this Agreement will control over the conflicting provisions of any Change Order. Each fully executed Change Order shall become a supplement to and a part of this Agreement.

1.10 – COUNTY PROJECT MANAGER

The term County Project Manager shall refer to that person employed by the County designated to serve and act on the County's behalf to provide direct contact and communication between the County and the Consultant throughout the effective period of this Agreement or, at the County's direction, for the duration of a particular Task Order and/or Change Order. The County Project Manager is not authorized to, and shall not, issue any verbal request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way: (1) the scope of Consultant Services to be performed by the Consultant; (2) the time the Consultant is

obligated to commence and complete all such services; and/or (3) the amount of compensation the County is obligated to pay the Consultant. The County Project Manager shall review and make appropriate recommendations on requests submitted by the Consultant for payment for services and work provided and performed pursuant to this Agreement and any Task Order(s) or Change Order(s) issued thereof.

1.11 – CONSULTANT'S STANDARD HOURLY RATES

The Consultant's standard hourly rates for professional services rendered pursuant to this Agreement are those attached hereto as Exhibit "A," entitled "Standard Hourly Rates", which Exhibit "A" is specifically made part of this Agreement. The Standard Hourly Rates shall be considered the maximum rates for specific job and/or work classifications and shall cover all the Consultant's costs, including direct salaries, overhead, operating margin, and Reimbursable Expenses as delineated in Section 5 below. If the Consultant charges less than those maximum rates included in Exhibit "A," those charges will be considered acceptable to the County.

Within sixty (60) calendar days after the first anniversary of the effective date of this Agreement, and each one (1) year anniversary thereafter, the Consultant may request in writing to the County an adjustment to those rates delineated in Exhibit "A". The County shall approve the rate adjustment or reject the rate adjustment until documentation substantiating the rate adjustment is provided by the Consultant and deemed acceptable to the County.

If the Consultant's Exhibit "A" covers multiple years, any request for a rate adjustment cannot exceed the multiple year rates included in the Consultant's Exhibit "A."

If the rate adjustment is found acceptable, it shall only be effective for Task Orders (not Change Orders) executed after the rate adjustment has been approved by the Board of County Commissioners. Therefore, any Change Orders executed after the approved rate adjustment shall continue to utilize the rates effective at the time of their originating Task Orders.

1.12 – NOTICE TO PROCEED

The term Notice to Proceed shall refer to a written document, executed by the County Administrator or his designee and issued to the Consultant, that shall notify the Consultant to commence work or to provide Consultant Services pursuant to a properly executed Task Order or Change Order. The time for performance of Consultant Services or work required pursuant to any properly executed Task Order or Change Order shall commence to run from the date specified in the Notice to Proceed.

SECTION 2 – TERM

Except as otherwise specified herein, this Agreement shall remain in full force and effect for a period of **three years, with two one-year options to renew,** from the effective date of this Agreement ("Effective Period"), unless terminated earlier as otherwise provided in this Agreement. The effective date for this Agreement shall be defined as the day and year that this

Agreement is executed by the County.

Where applicable, in the event that a properly executed Task Order initiated within the term of the Agreement or Change Order to such Task Order requires or expressly permits work to be performed by the Consultant after termination of the Agreement, such Task Order or Change Order shall automatically extend the Effective Period of the Agreement to coincide with the completion date delineated in said Task Order or Change Order. No new Task Orders may be issued, however, during this extension period.

SECTION 3 – CONSULTANT'S RESPONSIBILITIES

The obligations of the Consultant with respect to all Consultant Services authorized pursuant to this Agreement and any Task Order(s) and/or Change Order(s) issued thereof shall include, but not be limited to, the following:

3.1 – LICENSES

The Consultant agrees to maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Pasco County, Florida, including, but not limited to, licenses required by the respective regulatory boards and/or other governmental agencies responsible for regulating and licensing the Consultant Services provided and performed by the Consultant pursuant to this Agreement.

3.2 – PERSONNEL

(1) QUALIFIED PERSONNEL
The Consultant agrees that when services to be provided and performed pursuant to this Agreement relate to Consultant Services which, under the Florida Statutes, require a license, certificate of authorization, or other form of legal entitlement to practice such service, the Consultant will employ and/or retain only qualified personnel to be in responsible charge of all such services.

(2) CONSULTANT'S PROJECT DIRECTOR
The Consultant agrees to employ and designate in writing a qualified, and if required by law, a licensed professional, to serve as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating, and administering all aspects of the services to be provided and performed under this Agreement and any Task Order(s) and/or Change Order(s) issued thereof. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements, acceptable to the County, have been furnished to the County in writing.

(3) REMOVAL OF PERSONNEL FROM WORK ON THE PROJECT
The Consultant agrees, within seven (7) calendar days of receipt of a written request

from the County, to promptly remove and replace the Consultant's Project Director, or any other personnel employed or retained by the Consultant, or personnel of any Subconsultant(s) engaged by the Consultant pursuant to this Agreement. The County may make such request for the removal of personnel with or without cause.

SECTION 4 – COUNTY'S RESPONSIBILITIES

Except as otherwise provided herein, the County's responsibilities are as follows:

4.1 – DESIGNATION OF AUTHORITY

The County hereby designates the County Administrator, or his designee, to act on the County's behalf with respect to the Scope of Services of this Agreement and any Task Orders or Change Orders issued thereunder, where applicable. The County Administrator, or his designee, shall have complete authority to transmit instructions, receive information, interpret, and define County's policies and decisions with respect to materials, elements, and systems pertinent to Consultant's services.

4.2 – DESIGNATION OF COUNTY PROJECT MANAGER

The County agrees, after execution of this Agreement, to properly advise the Consultant, in writing, of the person designated to serve and act as the County Project Manager pursuant to the provisions of Section 1.10 of this Agreement.

4.3 – INFORMATION PROVIDED BY THE COUNTY

The County shall provide, within a reasonable time from request of the Consultant, existing data, plans, reports, and other information in the County's possession or under the County's control which are necessary for the performance of the duties of Consultant in the Scope of Services, and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria, and other requirements that exist at the time of signing of this Agreement or which may develop during the performance of this Agreement.

The County shall make available to the Consultant all information and data relative to the Consultant Services to be provided pursuant to this Agreement in the County's possession, including the County's objectives and constraints, previous studies, surveys, aerial photographs, maps, environmental reports, photographs, analytical data, and any other relevant information requested by the Consultant in writing.

4.4 – ACCESS TO COUNTY PROPERTY

The County agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access to County property, facilities, buildings, and structures to enable the Consultant to provide and perform any required Consultant Services and work pursuant to this

Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with County operations, or the operations carried on by others under a lease, or other contractual arrangements with the County, or in such a manner to adversely affect the public health, safety, or welfare.

SECTION 5 – COMPENSATION AND METHOD OF PAYMENT

The County shall pay the Consultant for all authorized Consultant Services rendered hereunder by the Consultant and any Subconsultant(s) and completed in accordance with the requirements, provisions, and/or terms of this Agreement, Task Order(s), Modification(s), and/or Change Order(s) and in accordance with the provisions delineated below. The Consultant acknowledges that Consultant Services will be requested on an as-needed basis and agrees that it will not be entitled to make any claim for damages or loss of profits due to the amount of work assigned during the term of the Agreement.

5.1 – PAYMENT METHODS

The fee paid to the Consultant shall be based on one of the following methods or any combination thereof as determined by the County in its sole discretion:

(1) LUMP-SUM PAYMENT METHOD
The County may pay a negotiated fixed-price amount for an executed Task Order as a Lump Sum. The Lump-Sum compensation amount will be estimated based on the Standard Hourly Rates cost for work performed on an estimated Task Order in accordance with the rates established in Exhibit "A," which rates shall include all the Consultant's costs, Overhead, Operating Margin, Reimbursable Expenses, and charges. A negotiated Lump-Sum compensation amount shall be delineated in the executed Task Order. The Lump-Sum Compensation Method shall anticipate that all costs for the Consultant Services required are known and that no modifications to the established Lump-Sum amount will be necessary. The County may also elect to apply the Lump-Sum Compensation Method on a line-item basis for a particular service or activity as defined within an individual Task Order, Change Order, or Modification to the Agreement. If the Lump-Sum Compensation Method is used, no additional documentation regarding costs for work will be required to be attached to the Consultant's invoices for Lump-Sum payment for the Task Order or Change Order or for a specific line item or items within a Task Order or Change Order.

(2) NOT TO EXCEED PAYMENT METHOD
The County will pay the Standard Hourly Rates for work provided or services performed on an executed Task Order in accordance with the rates delineated in Exhibit "A," subject to a Not-to-Exceed Amount, which shall be delineated in said Task Order. In no event shall the established Not-to-Exceed method be increased except through the issuance of a new Task Order or Change Order approved by the County. The County may also elect to apply the Not-to-Exceed method on a line- item basis for a particular service or activity defined within an individual Task Order or Additional Service defined

within a Change Order. If the Not-to-Exceed Method is used, additional documentation is required by the County (e.g., payroll sheets) regarding costs of work is required to be attached to the Consultant's invoices for Not-to-Exceed payment of a Task Order or Change Order or specific line item within a Task Order or Change Order.

(3) REIMBURSABLE EXPENSES

The County shall pay the Consultant for Reimbursable Expenses in accordance with the provisions of this Section. The term Reimbursable Expenses shall mean the Consultant's and/or the Subconsultant(s)'s out-of-pocket costs for items directly charged to any Task Order initiated pursuant to this Agreement including, but not limited to, charges for printing services and copying (both in-house or subcontracted), fees, and per diem and travel expenses of the Consultant's employees not to exceed the statutory limits delineated in Chapter 112.061, Florida Statutes.

The County shall only compensate the Consultant for Reimbursable Expenses which are directly charged to tasks performed pursuant to this Agreement, and/or any executed Task Order or Change Order, which are not included in the Consultant's Overhead Rate, and which are consistently charged to all clients. The County, in its sole discretion, may require the Consultant to verify and/or provide supporting documentation which demonstrates that Reimbursable Expenses for which compensation has been sought have been generated or originated from or by a task performed pursuant to this Agreement. If the Consultant seeks compensation for CADD, PC'S or Facilities Capital Cost of Money (FCCM) as a Reimbursable Expense, the cost basis for the unit rates used for such items must be fully supported by appropriate documentation. All Reimbursable Expenses shall be charged at the actual cost to the Consultant.

(4) ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided or performed under a Task Order issued pursuant to this Agreement, or pursuant to any other method utilized by the parties for determining the original costs of work or services to be provided or performed by the Consultant, must be approved in writing by the Board of County Commissioners at a regularly scheduled meeting of said Board of County Commissioners. If such additional costs are not authorized by the Board of County Commissioners in writing, no payment, reimbursement, or compensation for such additional costs shall be tendered by the County to the Consultant.

(5) SUBCONSULTANT CHARGES

The professional services of any Subconsultant(s), whose expertise is required within the scope of the Consultant's work under this Agreement, will be paid in accordance with the fees identified in the individual Task Order(s) or Change Order(s) for such services.

The use of any Subconsultant(s) referenced in the above paragraph must be approved in writing by the County Administrator or his designee before such Subconsultant(s) may be retained by the Consultant.

5.2 – TERMS OF PAYMENT

(1) MONTHLY INVOICES

The Consultant shall submit one invoice statement to the County no later than 45 days from the last date of the month in which the services were rendered. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, Task Order(s), or Change Order(s) issued hereunder. The Consultant's invoice statements shall contain amount of work and description of services(s) provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. If the Consultant has been issued more than one Task Order or Change Order pursuant to this Agreement, the Consultant shall submit separate invoices to the County for the specific services performed for each specific Task Order or Change Order. Failure to submit a timely invoice in accordance with this paragraph may result in a reduction of payment in the amount of 1.5% per day of the amount invoiced by the Consultant, beginning on the first day after the invoice is due to the County.

Payment for services rendered during any billing period by the Consultant shall be due and payable by the County in accordance with the provisions of Chapter 218, Part VII, Florida Statutes (the Local Government Prompt Payment Act). In the event that federal aid is a source of funds for payment, then 49 CFR § 26.29 will also be applicable.

(2) PAYMENT FOR SERVICES PERFORMED

The County shall pay the Consultant on the basis of services completed for tasks set forth in any Task Orders and any Change Orders agreed upon by the Consultant and the County. Payments shall be made for the Consultant's work-in progress or completed service items based on the agreed method of compensation as outlined in the Task Order or Change Order.

When the Lump-Sum Payment Method is used for a particular service or activity within the Task Order or a Change Order, the County shall pay the Consultant for services performed for tasks set forth in the Task Order or Change Order on the basis of the invoice statement covering the Consultant's work-in-progress expressed as a percentage of the total cost of the work and/or services required for each task involved. All such work-in-progress percentages are subject to review and approval by the County Project Manager. The decision of the County shall be final as to work-in-progress percentages to be paid. Payment by the County for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the County of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying, or otherwise completing the work and services required for each task before receiving final full payment, whether or not previous work-in-progress payments have been made by the County.

(3) PAYMENT SCHEDULE

The County shall issue payment to the Consultant as invoices are provided from the Consultant, which invoices must be in acceptable form and must contain the requested detailed description of charges. Should the County object or take exception to the amount of the Consultant's invoice statement, the County shall notify the Consultant of such objection or exception within twenty (20) business days from date of payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said twenty (20) business-day period, the County, as represented by the County Project Manager, shall have the authority to withhold the disputed amount and make payment to the Consultant of any amount not in dispute. Payment of any disputed amount, or adjustment thereto resolved by mutual agreement of the parties, will be paid in accordance with the Local Government Prompt Payment Act.

SECTION 6 – TASK ORDERS

The work and/or services to be provided and performed under this Agreement are Task Order driven. If and when the County requires the professional services of the Consultant, individual Task Orders or Orders will be approved by the County, by the County Administrator, or by the Purchasing Director, when applicable. For purposes of this Agreement, the Purchasing Director and County Administrator are specifically delegated authority by the County to issue and approve Task Order(s) for Consultant Services up to the allowable amount provided in the County's Purchasing Ordinance. The completion date for an individual Task Order will be specified in the Notice to Proceed. The completion date for an individual Task Order may be extended, in writing, by the County at a regularly scheduled meeting of the Board of County Commissioners or by the County Administrator, as provided herein.

For each Task required for a specific project, the County Project Manager shall provide the Consultant a detailed description of the services to be performed, the method of payment to be utilized in accordance with this Agreement, and the time and cost limitations for such task, if appropriate. The Consultant shall respond in writing, no more than 21 days from the date such detailed description is provided by the County Project Manager, by describing the proposed scope of work, staffing, schedule, total compensation, and the number and type of deliverables that are required to complete the described services. If the response from the Consultant is acceptable, the County may issue a Task Order to the Consultant containing the agreed-upon scope of work, staffing, schedule, time of performance, total compensation, method of payment, and deliverables.

Each Task Order shall be numbered consecutively and shall reference this Agreement. In the event of any conflict, the provisions of this Agreement will control over conflicting provisions of any Task Order. Each Task Order, after execution by the Board of County Commissioners, the County Administrator, or the Purchasing Director, shall become a supplement to and a part of this Agreement.

SECTION 7 – TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance, provision, and completion of the required Consultant Services,

work, and materials is vitally important to the interests of the County. Time is of the essence for all the duties and obligations contained in this Agreement. The County may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain, and/or assign an adequate number of qualified personnel throughout the period this Agreement is in effect so that all Consultant Services will be provided and performed in a timely and diligent manner. If the Consultant fails to commence, provide, perform, and/or complete any service required under this Agreement in a timely and diligent manner as determined by the County, or within a specified time period delineated in executed Modification(s), Task Order(s), or Change Order(s), the County may consider such failure as a material breach of this Agreement. In such an event, the County, in its sole discretion, may terminate the Agreement.

The Consultant, at all times that this Agreement is in effect, shall ensure that sufficient time remains in the project schedule within which to complete the services required and authorized by any given Task Order(s). In the event there are delays which would modify or extend a scheduled Task Order completion date, the Consultant shall, within seven (7) calendar days of discovery of such delay, submit a written request to the County seeking a time extension to complete a delayed project, which request shall specifically identify the reason(s) for the delay and the amount of time related thereto.

In the event the specified time of performance for a given Task Order or Change Order expires and the Consultant has not requested a time extension, or if the County has denied a request for a time extension in writing, partial progress payments will be stopped on the date time expires.

SECTION 8 – STANDARDS OF PROFESSIONAL SERVICE

The work and services to be provided and/or performed by the Consultant shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards, or other guidelines issued by any governmental agency having jurisdiction over all or a portion of any work performed under this Agreement in effect at the time of the performance of the Consultant Services. All final documents, reports, studies, or other data prepared by the Consultant shall bear a professional's seal/signature in accordance with the applicable Florida Statutes and/or any applicable Administrative Rules promulgated by the Florida Department of Business and Professional Regulation (where applicable).

SECTION 9 – CONSULTANT'S QUALITY CONTROL

9.1 – RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion in accordance with the mutually agreed upon schedule, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans,

drawings, construction documents, photographs, reports, memoranda, and other services, work, and materials performed, provided, and/or furnished by the Consultant, or any Subconsultant(s) utilized by the Consultant, pursuant to this Agreement.

Upon written notice from the County, the Consultant shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, calculations, estimates, plans, work, and materials resulting from the negligent act, errors or omissions, or intentional misconduct of the Consultant.

If the Consultant does not correct the defective work within the time specified in the County's written notice, the County may have the deficiency corrected. All direct or indirect costs of such correction shall be paid by the Consultant or deducted from payment due to the Consultant.

If any work or submittal prepared by the Consultant contains an error, omission, deficiency, or mistake and the Consultant fails to correct such error, omission, deficiency, or mistake within the time period established for completion in the notice to correct or the Task Order(s) requiring such work or submittal, the County, in its discretion, may terminate this Agreement.

9.2 – COUNTY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, or acceptance by the County of data, studies, calculations, estimates, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Consultant shall in any way relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its services, work and/or materials, or the services, work and materials. Neither the County's review, approval, or acceptance of, nor payment for, any of the Consultant's work, services, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action the County may have arising out of the performance of this Agreement.

The Consultant agrees and recognizes that the County shall not be held liable or responsible for any claims which may result from any action or omission of the Consultant in which the County participates either through review of or concurrence with the Consultant's actions. In reviewing, approving, or rejecting any submissions or other work prepared by the Consultant, the County in no way assumes or shares any of the responsibility or liability of the Consultant under this Agreement.

SECTION 10 – REPORTS AND REVIEWS

10.1 The County may, at any time, require the Consultant to report in writing in a format approved by the County on the status and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, the County may require the Consultant to provide an estimate of the overall percentage of completion.

10.2 The County will monitor the Consultant's work product for compliance with project

standards and criteria and may make comments and recommendations to the Consultant regarding the work. However, any such monitoring or comments and recommendations by the County, or absence thereof, shall not relieve the Consultant of any of its obligations under this Agreement. The Consultant retains sole authority and responsibility for the adequacy and accuracy of its Consultant Services in accordance with generally accepted practices.

SECTION 11 – WORK WITHIN COUNTY PROPERTY / CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT OR ITS SUBCONSULTANTS

11.1 As applicable, the Consultant, any Subconsultant retained by Consultant, or any other person, firm, corporation, or other entity that contracts with or provides goods or services to the Consultant in connection with the work required to be performed pursuant to this Agreement shall perform all work within only the County-owned right-of-way(s) and/or any County easement(s), or as permitted by this solicitation or by law.

11.2 The Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the County, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant and/or its Subconsultant(s). The County reserves the right, should the Consultant fail to make such repairs and/or replacements within a reasonable period of time, to cause such repairs and/or replacements to be made. All costs and expenses associated with having such repairs and/or replacements performed shall be paid for by the Consultant directly or via reimbursement to the County from the Consultant.

SECTION 12 – DOCUMENTS

The documents comprising this Agreement between the County and the Consultant consist of the following:

1. This Professional Services Agreement and its Exhibits.
2. Any written amendments, modifications, or addenda to this Agreement.
3. Any Task Orders and Change Orders issued pursuant to this Agreement and executed by the County and the Consultant.
4. Request for Statements of Qualifications – **RSQ-BW-25-075,** including any written addenda. The Statement of Work attached to the RSQ is replaced with the Statement of Work attached hereto as Exhibit C.
5. The Consultant's proposal and attachments submitted in response to **RSQ-BW-25-075.**

SECTION 13 – COMPLIANCE AND AGREEMENT WITH LAWS AND REGULATIONS

13.1 The Consultant shall observe and comply with all applicable federal and state laws, County and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project and all work performed pursuant to this Agreement, including but not limited to the federal and state provisions specifically provided for in the solicitation. All applicable federal, state, and local laws and ordinances are deemed to be included in this Agreement the same as

though herein written out in full.

13.2 The Consultant shall give all notice and comply with all laws, ordinances, rules, and regulations applicable to the Consultant Services. If the Consultant observes that any of the Contract Documents or executed Task Order or Change Order are contradictory to such laws, rules, and regulations, the Consultant will notify the County Project Manager promptly in writing. An appropriate Change Order or Modification shall then be used to institute any necessary changes. If the Consultant performs any work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations and without such notice to the County Project Manager, the Consultant shall bear all related costs.

SECTION 14 – PROHIBITION AGAINST CONTINGENCY FEES

In accordance with the provisions of section 287.055 of the Florida Statutes, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15 – TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

The Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price, and any additions thereto, shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to section 287.133, Florida Statutes, verifying its eligibility for award of an Agreement. The County may exercise its rights under this "certification" within one (1) year following final payment.

Pursuant to subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant agrees to include this provision in all

contracts it issues as a result of this Agreement.

SECTION 16 – DISCRIMINATORY VENDOR LIST

The County adheres to subsection 287.134(2)(a), Florida Statutes. The County will not transact business with entities or affiliates placed on the discriminatory vendor list maintained by the Florida Department of Management Services. By signing this Agreement or accepting any Task Order, the Consultant certifies that it is not placed on the discriminatory vendor list. The County may terminate this Agreement if this Consultant certification is found to be false. The Consultant agrees to include this provision in all contracts issued as a result of this Agreement.

SECTION 17 – SCRUTINIZED COMPANIES

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Fla. Stat., or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to section 215.473, Fla. Stat.; or

2. Is engaged in business operations in Cuba or Syria.

By signing this Agreement and/or accepting any Task Order, the Consultant certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The Consultant agrees to notify the County if placement on any of the aforementioned lists occurs or if the Consultant is engaged in a boycott of Israel or has business operations in Cuba or Syria.

The COUNTY may terminate this Agreement if the County finds that: the Consultant certification above is/are found to be false; the Consultant has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; the Consultant has been placed on the Scrutinized Companies with Activities in Terrorism Sectors List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; or the Consultant has been or is engaged in business operations in Cuba or Syria. In addition to possible termination of this Agreement based on the above grounds, the COUNTY will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

SECTION 18 – COMPLIANCE WITH PUBLIC RECORDS ACT

The Consultant shall allow public access to documents and materials made or received pursuant to this Agreement by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. To the extent required by section 119.0701, Florida Statutes, the Consultant shall (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Consultant, all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 847-8147, PRR@MYPASCO.NET, OR 7536 STATE STREET, NEW PORT RICHEY, FL 34654.

Under Florida law, a consultant who fails to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

SECTION 19 – RETENTION OF DOCUMENTS

Upon payment of any compensation due for completed and accepted work, all documents prepared or obtained under this Agreement will be considered the property of the County without restriction or limitation on their use and shall be made available upon request to the County at any time.

19.1 Said records and documentation shall be retained by the Consultant and made available to the County for a minimum of five (5) years from the date of completion of the work. The County shall have the right to audit, inspect, and copy all such records and documentation as often as the County deems necessary during the term of this Agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the Consultant shall retain records and supporting documentation until further notified.

19.2 For those projects funded by State funds, the Consultant agrees to cooperate with

any audit(s) requested by the State Auditor General's Office or, in the instance of federal funding, by the funding agency.

SECTION 20 – CONFLICTS OF INTEREST

The Consultant represents that it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of the services required by this Agreement, and which interest has not been disclosed to the County in writing. The Consultant expressly agrees that, throughout the Effective Period, it shall not acquire an interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, or which would conflict with any interest of the County. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance. In addition, the Consultant shall require all Subconsultants to comply with the provisions of this Section.

If the Consultant is about to engage in representing another client, whom it in good faith believes could result in a conflict of interest with the work being performed by the Consultant pursuant to this Agreement, then the Consultant shall promptly bring such potential conflict of interest to the County's attention, in writing. The County will advise the Consultant within twenty (20) calendar days, in writing, if such conflict of interest exists. If the County determines that a conflict of interest exists, the Consultant and/or any Subconsultant shall decline the representation upon the County's written notice. If the County determines that there is no such conflict of interest, then the County shall give its written consent to such representation.

In the event the Consultant fails to advise or notify the County, as provided hereinabove, of representation which could, or does, result in a conflict of interest, or should the Consultant fail to decline such representation upon the County's written notice, the County may, in its sole discretion, terminate this Agreement in accordance with the provisions of Section 23 below.

SECTION 21 – INSURANCE

The Consultant shall not commence any work pursuant to this Agreement until satisfactory proof of all insurance required hereunder has been provided to and approved by the County. It shall be the responsibility of the Consultant to ensure that all Subconsultant(s) performing services pursuant to this Agreement comply with the insurance requirements of this provision. The Consultant shall furnish to the County certificate(s) of insurance in the form required by County and, if requested by the County, the Consultant shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) calendar days' prior written notice to the County, as provided below. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall

not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) calendar days' prior written notice by certified mail (return receipt requested) has been given to the County to the attention of the Pasco County Risk Manager, Internal Services Building, 7536 State Street, Suite 111, New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of this Agreement, a renewal certificate shall be issued within thirty (30) calendar days prior to said expiration. Compliance with the foregoing requirements shall not relieve the Consultant of any liability and/or other obligations pursuant to this Agreement. Neither approval by the County, nor a failure to disapprove insurance certificates or policies furnished by the Consultant, shall release the Consultant from full responsibility of all liability or its obligations under this Agreement.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the County. All policies of insurance required by this Agreement shall be primary insurance with respect to the County, its officials, agents, or employees. Any insurance or self-insurance maintained by the County or its officials, agents, or employees, shall be in excess of the Consultant's insurance and shall not contribute with it. All policies of insurance required by this Agreement, except Workers' Compensation and Errors and Omissions Liability, shall specifically provide that Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy and shall contain a provision for severability of interests. The County shall also be listed as a certificate holder. All insurance policies required herein shall apply to all operations, activities, or use by the Consultant or anyone employed by, contracting with, or acting at the Consultant's direction or supervision. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the County.

Any deductibles or self-insured retentions must be declared and approved by the County and are the responsibility of the Consultant. The minimum kinds and limits of coverage to be carried by the Consultant throughout the term of this Agreement shall be as follows:

21.1 – WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Consultant and all Subconsultants shall take out and maintain, during the life of this Agreement, Worker's Compensation Insurance for all employees working on this Agreement. Coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of $100,000.00 each accident. The insurer shall agree to waive all rights of subrogation against the County, its officials, agents, and employees. In case any employee is engaged in any hazardous work pursuant to this Agreement and is not protected under the Workers' Compensation statute, the Consultant and any Subconsultant(s) shall provide for adequate insurance coverage to protect these employees, as required under Florida law.

21.2 – COMPREHENSIVE GENERAL LIABILITY INSURANCE

The Comprehensive General Liability Insurance shall include premises and/or operations, products and/or competed operations, broad form of property damage, XCU coverage, independent contractors, and contractual liability, and shall be written on an "occurrence basis."

Bodily injury and personal injury, including death:

- $1,000,000.00 each person
- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

21.3 – COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Comprehensive Automobile Liability Insurance shall include owned vehicles, hired, and non-owned vehicles, and employees' non ownership.

Bodily injury and personal injury, including death:

- $1,000,000.00 each person
- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

21.4 – PROFESSIONAL LIABILITY INSURANCE

The Consultant shall maintain during the term of this Agreement standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence/$1,000,000.00 aggregate. The County may require a higher limit, as mutually agreed to with the Consultant, for specific Task Orders or Change Orders.

SPECIAL INSTRUCTIONS: Occurrence form Professional Liability Insurance is highly preferred. However, in the event the Consultant is only able to secure claims-made Professional Liability Insurance, special conditions apply. All certificates of insurance must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, the Consultant shall be obligated by virtue of this Agreement to maintain insurance coverage in effect with no less than limits of liability nor any more restrictive terms and conditions for a period of seven (7) years from the date of this Agreement. All Certificates of Insurance must clearly indicate whether the coverage is on a claim made or an occurrence basis.

SECTION 22 – SUSPENSION OF WORK

In addition to the County's contractual right to terminate this Agreement in its entirety as set forth above, the County may, at its convenience, stop, suspend, supplement, or otherwise change all, or any part of, the Consultant Services set forth herein. The County shall provide written notice to the Consultant to implement a stoppage, suspension, supplement, or change. If any engineering, professional, or consulting services covered by this Agreement to be carried out by the Consultant shall be suspended, abated, or terminated at the direction of the County for reasons unrelated to the quality of work provided by the Consultant, the County shall pay the Consultant for such services actually rendered prior to the suspension, abatement, or termination, and any reasonable additional costs incurred by the Consultant to effectuate an orderly closing of its activities, with the payment to be based insofar as possible on the fees established in this Agreement.

SECTION 23 – TERMINATION OF AGREEMENT BY THE COUNTY

The County may terminate this Agreement for any one or more of the following reasons:

1. If adequate progress on any phase of the Consultant Services is not being made by the Consultant as a direct result of the Consultant's failure to perform.
2. The quality of the Consultant Services performed by the Consultant is not in conformance with commonly accepted design codes and standards, standards of the County and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement and the particular services involved are considered by the County to be essential to the proper completion of the Consultant Services.
3. The Consultant or any employee or agent of the Consultant is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any Consultant Services that have been performed by the Consultant.
4. The Consultant becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.
5. The Consultant is in non-compliance with any other provision of this Agreement.

In the event of any of the causes described in Items (1) through (5) above, the County's Project Manager will send a written notice to the Consultant requesting that the Consultant show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the County within fifteen (15) calendar days of receipt by the Consultant of the show cause notice, the County may consider the Consultant to be in default and may immediately terminate this Agreement.

Notwithstanding any other provision of this Agreement, this Agreement and/or any Task Order(s) and/or any Change Order(s) may be terminated for any reason by the County giving fourteen (14) calendar days' written notice to the Consultant of the County's intent to terminate. In the event that a task of this Agreement and/or any Task Order, and/or any Change Order is terminated, the County shall identify the specific Task Order and/or Change Order being terminated and the specific tasks and/or Task Order(s) and/or Change Order(s) to be continued for completion, pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized tasks and/or Task Order(s) and/or Change

Order(s) which are to be continued to completion, unless the Agreement is terminated in full.

In the event of termination of this Agreement, the County shall compensate the Consultant only for: (1) all services performed and accepted by the County prior to the effective date of the termination; (2) Reimbursable Expenses then due; and (3) Reasonable Expenses incurred by the Consultant in affecting the termination of services, including costs incurred by submittal to the County of project drawings, plans, data, and other documents.

The Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with services which are terminated, suspended, eliminated, or cancelled.

Upon termination of this Agreement by the County, the Consultant shall promptly deliver to the County copies of all then completed deliverable items and all plans, reports, studies, calculations, maps, graphics, and other documents that directly support the deliveries prepared by Consultant.

SECTION 24 – CHOICE OF LAW / VENUE

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be at the West Pasco Judicial Center, in Pasco County, Florida (State court matters) and the United States District Court in and for the Middle District of Florida – Tampa Division (Federal court matters).

SECTION 25 – SUCCESSORS AND ASSIGNS

The County and the Consultant respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the County.

SECTION 26 – ASSIGNMENT, TRANSFER, AND SUBCONTRACTS

Neither the County nor the Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. Except as otherwise authorized in this Agreement, the Consultant shall not subcontract any of its service obligations hereunder to third parties without the prior written approval of the County. The Consultant shall have the right, subject to the County's prior written approval, to employ other persons and/or firms to serve as Subconsultants to the Consultant pursuant to the requirements of this Agreement. The County shall have the right and be entitled to withhold its approval of Subconsultants, but such approval shall not be unreasonably withheld.

SECTION 27 – EXTENT OF THE AGREEMENT

This Agreement represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may only be amended, supplemented, modified, changed, or canceled by a written instrument executed by both parties hereto.

SECTION 28 – NON-EXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract and the County may employ additional or other consulting firms to perform any work contemplated by this Agreement without liability to the Consultant.

SECTION 29 – INDEMNIFICATION OF THE COUNTY

For good and valuable consideration, the receipt of which is acknowledged, and notwithstanding the provisions of section 725.06, Florida Statutes, and in accordance with section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County and the County's Commissioners, officers, agents, and employees, harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The Consultant shall not be required to indemnify the County for any negligence of the County's employees or agents. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

This provision shall also pertain to any claim brought against the County by any employee of the Consultant, its subconsultant(s), or anyone directly or indirectly employed by any of them.

The Consultant's indemnification obligation under the provision shall not be limited in any way to the consideration hereunder, the agreed-upon prices as shown in any Task Order issued pursuant to this Agreement, or any other agreed payment or compensation amount, nor shall this indemnification be limited due to the Consultant's lack of sufficient insurance protection. The Consultant hereby acknowledges and expressly agrees that the compensation to be paid to the Consultant by the County pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.

This Section 29 shall survive the expiration or termination of the Agreement.

SECTION 30 – NOTICES

Any notices to be given under this Agreement shall be in writing and delivered by United States Mail to the respective addresses referenced above. All such notices shall be sent to the

designated project managers for each party.

SECTION 31 – INDEPENDENT CONSULTANT

Neither the County nor any of its employees shall have any control over the conduct of the Consultant or any of Consultant's employees, except as herein set forth. The Consultant and any and all Subconsultants are and shall be Independent Contractors in and throughout the performance of all work and services provided and performed pursuant to this Agreement. As Independent Contractors, the Consultant's and the Subconsultant's agents, servants, or employees shall not be deemed agents, servants, or employees of the County.

The Consultant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement. The Consultant shall be responsible to the County for all the work or services performed by the Consultant, or any person or firm engaged as a Subconsultant pursuant to this Agreement. The County shall not be liable to any Subconsultant, or any other person, firm, corporation, or other entity that contracts with or provides goods or services to the Consultant in connection with the work required to be performed pursuant to this Agreement. The County shall not be liable to any Subconsultant, or any other person, firm, corporation, or other entity for debts or claims accruing to such parties against the Consultant pursuant to any work or services performed under this Agreement.

SECTION 32 – E-VERIFY PROGRAM

A contractor or consultant entering into a contract with a public entity (such as the County) is required to be registered with the U.S. Department of Homeland Security's E-Verify System and to utilize it to verify the work authorization status of all newly hired employees throughout the term of the contract. The contractor or consultant shall also be required to obtain and retain affidavits from all subcontractors or subconsultants utilized during the contract verifying that they do not employ, contract with, or subcontract with any unauthorized aliens as that term is defined in 8 U.S.C.S. 1324a(h)(3). The failure to comply with this requirement constitutes grounds for termination of the contract and for such other penalties as provided under section 448.095, Fla. Stat.

If a public employer has terminated a contract with a contractor for failure to comply with the requirements of the paragraph above, the contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated.

The County reserves the right to request verification of compliance from its consultants and contractors during the term of its contract with the County and for a period of up to five (5) years thereafter. Should a County-retained consultant, contractor, and/or its subconsultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant, contractor and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the county as a result of such non-compliance. Compliance with this section is mandatory for all projects.

SECTION 33 – MAINTENANCE OF RECORDS / COOPERATION WITH STATE AUDITS

The Consultant shall keep and maintain its accounting records and supporting documentation related to the services, work, information, expenses, costs, invoices, and materials provided and/or performed pursuant to the requirements of this Agreement for a minimum of five (5) years from the date of termination or expiration of this Agreement. The County, its authorized agents and representatives of federal and state agencies funding the Agreement ("Agencies") shall, with reasonable prior notice, have the right to audit, inspect and copy all such accounting records and supporting documentation as often as they deem reasonably necessary during the effective period of the Agreement and during the five (5) year period after the date of final payment or termination hereof. Any auditing, inspections, or copying of the Consultant's accounting records and supporting documentation performed by the County or Agencies shall be conducted during normal business hours upon reasonable prior notice to the Consultant and shall be at the sole expense of the County or the Agencies.

The Consultant specifically acknowledges that by accepting a Task Order which will be funded through state funds, the Consultant and any subconsultants retained by it will agree to cooperate with any audit initiated by the Office of the Auditor General of the State of Florida or any successor office. Such cooperation includes any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

SECTION 34 – WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed as a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

SECTION 35 – EMERGENCIES

In the event that the Consultant's services are activated or requested during an event that disrupts essential operations, or when there is a threat to the public's health, welfare, or safety, or when normal purchasing procedures are not possible, or when there is a local, state, or federal declared state of emergency, the provisions of Section 2-101 of the Pasco County Code of Ordinances and any declaration of emergency, and orders issued thereto, shall apply and shall supersede as necessary, the terms and conditions of this Agreement.

SECTION 36 – FORCE MAJEURE

Neither the County nor the Consultant shall be liable for delay or their failure to perform hereunder due to circumstances beyond their respective control, such as Acts of God, governmental laws or orders, wars, riots, pandemics, national emergencies, strikes, or accidents. The County or the Consultant may suspend their respective performance under this Agreement as a result of a force majeure and shall resume performance as soon as is reasonably possible. The delayed party must notify the other party promptly upon the

occurrence of any such circumstance and inform the other party of its plans to resume performance; otherwise, performance by the delayed party will not be considered excused pursuant to this Section.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes not due to its own fault or neglect, the Consultant shall notify the County in writing within seven (7) calendar days after commencement or discovery of such delay, stating the cause(s) therefore and requesting an extension of the Consultant's time of performance. Causes beyond the control of the Consultant shall include, but are not limited to, court orders and injunctions, actions or rulings of any federal, state or municipal authority (including the County) having jurisdiction over any project and/or any Force Majeure event as delineated in this Section.

Upon receipt of the Consultant's request for an extension of time for cause(s) beyond the control of the Consultant, the County Administrator shall have the discretion to grant an extension of time only if the County determines the delay encountered by the Consultant was not due to its own fault or neglect. All other extensions of time must be approved by the Board of County Commissioners.
No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Consultant's services for any cause whatsoever, including those for which the County, including any of its agents or employees, may be responsible in whole or in part, shall relieve the Consultant of its duty to perform or give rise to any right to damages or additional compensation from the County.

The Consultant's sole remedy against the County in the event of such interruption, interference, inefficiency, suspension, or delay in the commencement or progress of such services shall be the right to seek an extension of the time only, as included in any affected Task Order. However, such extension shall not operate as a waiver of any other rights of the County. This section shall expressly apply to claims for early completion, as well as claims based on late completion. The County shall not be responsible for any consequential damages or loss in profits incurred by the Consultant from such delays.

SECTION 37 – OWNERSHIP OF DOCUMENTS

All documents, such as drawings, tracings, notes, photographs, computer files, plans, specifications, maps, evaluations, reports, and other records and data relating to this Agreement shall become the property of the County and shall be delivered by the Consultant to the County within thirty (30) calendar days of completion of the Project or within seven (7) calendar days of the County making a request for said document delivery, whichever is applicable. In the event the County gives the Consultant a written Notice of Termination pursuant to Section 23 of this Agreement, or upon issuance to the Consultant by the County of a written Modification or Change Order which deletes all or part of the work or services required, the Consultant shall deliver to the County any and all documents listed above with the mutual understanding and commitment by the County that compensation earned or owing to the Consultant for services provided or performed by the Consultant pursuant to this

Agreement prior to the date of any such termination will be paid to the Consultant as provided in Section 23 and within sixty (60) calendar days of the date of issuance of the Notice of Termination.

The Consultant, at its expense, may make and retain copies of all documents delivered to the County for the Consultant's reference and internal use. The Consultant shall not use any of these documents and/or data or information contained therein on any other project or for any other client without the prior expressed written permission of the County.

SECTION 38 – HEADINGS

The headings of the articles, sections, subsections, exhibits, and/or attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, subsections, exhibits and/or attachments.

SECTION 39 – EVALUATION OF THE CONSULTANT

The County shall perform a performance evaluation of the Consultant. The evaluation shall be forwarded to the Consultant for their records.

SECTION 40 – SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 41 – EXECUTION IN COUNTERPARTS

For the convenience of the parties and to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

SECTION 42 – ENTIRE AGREEMENT

This Agreement, including all referenced exhibits and attachments hereto, any written amendments, modifications, or addenda to it, and all the documents referenced in Section 12, constitutes the entire Agreement between the County and the Consultant and shall supersede, replace, and nullify any and all prior agreements or understandings, written and oral, relating to the matters set forth herein. Prior agreements or understandings, if any, shall have no force or affect whatsoever on this Agreement.

SECTION 43- SCRUTINIZED COMPANIES

Pursuant to section 287.135, Florida Statutes, by accepting this Agreement, Consultant certifies that: (1) it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes; (2) it is not participating in a boycott of Israel; (3) it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, Florida Statutes; and (4) it is not engaged in business operations in Cuba or Syria.

The County reserves the right to terminate this Agreement if the County finds that: (1) any of the above certifications are false; (2) Consultant has been placed on the Scrutinized Companies that Boycott Israel List; (3) Consultant is engaged in a boycott of Israel; (4) Consultant has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or (5) Consultant is engaged in business operations in Cuba or Syria. Notwithstanding the foregoing, the Parties are aware of the Eleventh Circuit Court's decision in Odbrecht Constr. v. Sec'y, Fla. DOT, 715 F.3d 1268 (11th Cir. Fla. 2013), and agree that the provisions of sections 287.135(1)-(5), F.S., pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Agreement unless and until the Eleventh Circuit Court's decision in Odebrecht Constr. v. Sec'y, Fla.DOT, 715 F.3d 1268 (11th Cir.Fla. 2013) is overturned.

SECTION 44- COUNTRIES OF CONCERN

As required by section 286.101, Florida Statutes, for contracts of $100,000.00 or more, contractors shall disclose to the County any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years ("Item"). "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Consultant, by executing this Agreement, affirms that it has not received an Item from a foreign country of concern.

SECTION 45- CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME)

In accordance with section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Consultant certifies that it is not on the convicted vendor list.

(The Remainder of this Page Intentionally Left Blank).

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Professional Services Agreement for solicitation number **RSQ-BW-25-075** effective the last day and year entered below.

ATTEST:



(SEAL)

Nikki Alvarez-Sowles, Esq.
Clerk and Comptroller

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

Michael J. Carballa, P.E.
County Administrator

Date: 1/12/26

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Senior Assistant Legal Attorney

CONSULTANT: Stroud Engineering Consultants, Inc.

By: _____

Print: Brent A. Heath

Title: President

WITNESSES:

_____
Signature

Print or Type Name

_____
Signature

Print or Type Name

NOTARY ACKNOWLEDGMENT

STATE OF GA }

} ss

COUNTY OF Towns }

The foregoing instrument was acknowledged before me on 1/2, 2026, by means of:

[✓] **physical presence,** or

[ ] **online notarization**

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Brent Heath, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] Stroud Engineering Consultants, Inc a:

[✓] **corporation,** or

[ ] **limited liability company**

organized under the laws of [State]_____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____ _____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):

[✓] **Personally known to me,** or

[✓] **Has produced** Drivers license **as identification.**

[Notary Stamp or Seal]: JENNIFER BRADSHAW NOTARY PUBLIC TOWNS COUNTY, GEORGIA My Comm. Expires March 12, 2027

Jennifer Bradshaw

Signature of person taking acknowledgment

Jennifer Bradshaw

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

EXHIBIT A

STANDARD HOURLY RATES

(Includes all the Consultant's costs, Overhead, Operating Margin, Reimbursable Expenses, and charges)

EXHIBIT A

STANDARD HOURLY RATES

Stroud Engineering Consultants, Inc.

2025

EMPLOYEE CLASSIFICATION	HOURLY RATE
Senior Professional Engineer	$185.00
Project Manager	$160.00
Professional Engineer	$135.00
Project Engineer	$115.00
Project Designer	$105.00
Project Draftsman/CADD Technician	$95.00
Senior Field Technician/Inspector	$120.00
Field Technician/Inspector	$105.00
Clerical	$75.00

EXHIBIT B- Truth in Negotiation Certificate

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Consultant hereby certifies that wage rates and other factual unit costs supporting the compensation for the services of Consultant to be provided under this Agreement for the Project under solicitation number **RSQ-BW-25-075**, are accurate, complete, and current as of the time of contracting.

CONSULTANT:

By: Brent A. Heath

Print Name: Brent A. Heath

Title: President

Date: JAN. 2, 2026

EXHIBIT C- Statement of Work

Category 1 - Water, Wastewater, and Reclaimed Water Treatment & Storage Systems:
Assistance with study, public relations, permitting, design, construction/engineering/inspection (CEI), providing consultant project engineers and managers via a combination of embedded or remote work (i.e., staff augmentation), and operations and maintenance (O&M) activities associated with water and wastewater treatment plants, facilities and process improvements including facility expansions and improvements. This category may also include major reclaimed water disposal and storage facilities (e.g. reservoirs, rapid rate infiltration basins, constructed wetlands, elevated tanks, aquifer storage and recovery).

Category 2 - Water, Wastewater, and Reclaimed Water Conveyance Systems:
Assistance with the study, public relations, permitting, design, CEI, staff augmentation, and O&M activities associated water/wastewater/reclaimed water collection and transmission systems as well as utility relocations within Pasco County, Florida Department of Transportation (FDOT), municipal-owned rights of way, and County-owned utilities affected by other public and private utility service providers. Assist with land acquisition and evaluations, preparing project design and construction cost opinions, preparing life cycle cost analyses, and Phase 1 and 2 Environmental Site Assessments.

PROFESSIONAL'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS

Note: This statement must be attached to all Applications for Final Payment under a TASK ORDER.

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Professional's Principal, Officer or Authorized Representative)

The _____
(Title of Professional's Principal, Officer or Authorized Representative)

Of _____
(Name of Professional)

whose principal address is: _____
(Address of Professional)

on penalty of perjury, hereby affirms that pursuant to the provisions of Pasco County Contract for Professional Services and as further provided under the following Task Order:

Task Order No. _____

Project Name. _____

All monies owed all subconsultants, subcontractors and material suppliers have been paid in full and that no outstanding debts or claims against the above Task Order exist.

ATTEST: PRINCIPAL, OFFICER or AUTHORIZED REP.:

_____

_____
WITNESS

_____
WITNESS

STATE OF _____,

COUNTY OF _____,

On this _____day of _____, 20___, before me the undersigned authority, personally appeared _____ to me known to be the individual described in and who executed the forgoing instrument as a Principal or Officer of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type or Stamp Commissioned Name)

Personally known _____

Or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

PASCO COUNTY FLORIDA
OPEN SPACES, VIBRANT PLACES

INTEROFFICE MEMORANDUM

TO: Mike Carballa, P.E.
County Administrator
Carrie C. Roberts
Purchasing Director

DATE: 5/31/2024

FILE: UTD24-0307

DISTRICT(S): 1

FROM: Adolfo A. González, P.E., LEED AP
Utilities Engineering & Contract Management Director James F Shannon
Digitally signed by James F Shannon
Date: 2024.05.31 16:01:24 -04'00'

SUBJECT: Approval of Task Order No. 05-24 with Carollo Engineers, Inc. for the Wesley Center Link Seal Repair Project (PCU 24-004.00) - $24,112.00

THRU: Branford N. Adumuah
Assistant County Administrator
Public Infrastructure Branford N. Adumuah
Digitally signed by Branford N. Adumuah
Date: 2024.06.10 17:04:06 -04'00'

REFERENCES: RSQ-DS-20-056, PCU24-004.00, RLS24-00435

THRU: David Allen, P.E.
Utilities Director David F. Allen
Digitally signed by David F. Allen
Date: 2024.06.07 14:20:44 -04'00'

The attached Task Order No. 05-24 was negotiated with Carollo Engineers, Inc. to perform a site visit visual inspection of the concrete wall as well as the link seal of the 36-in pipe and to then prepare a technical memorandum with assessment and recommendations for a Not To Exceed amount of $24,112.00.

Funds are available in Water and Wastewater Capital Fund, Renewal and Replacement, Project #20011.

Please approve the memo and send the attached task order to the County Administrator for final approval.

APPROVED: Date: _____

Carrie C. Roberts Digitally signed by Carrie C. Roberts
Date: 2024.06.17 14:48:24 -04'00'

Carrie C. Roberts, Purchasing Director

APPROVED: Date: 6/20/24

Michael J. Carballa, P.E.
County Administrator

Attachments: Task Order No. 05-24 (Two Originals)
Agreement for RSQ-DS-20-056

ec: Jordan, R. Wolfgram, Sr. Assistant County Attorney
Jennifer Vigo, Capital Coordinator, Public Infrastructure Fiscal and Business Administration Department

UTILITIES ENGINEERING & CONTRACT MANAGEMENT DEPARTMENT
813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

Matthew Wetherington, P.E. Interim Utilities Manager, Utilities Engineering & Contract Management *mw*
AAG/kja File: PCU 24-004.00 C.2

UTILITIES ENGINEERING & CONTRACT MANAGEMENT DEPARTMENT

813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

PASCO COUNTY FLORIDA

PUBLIC INFRASTRUCTURE
UTILITIES ENGINEERING & CONTRACT MANAGEMENT

INTEROFFICE MEMORANDUM

DATE: March 7, 2024 FILE: UTD24-0269

TO: Branford N. Adumuah, Assistant County Administrator, Public Infrastructure

THRU: David Allen, Utilities Director 3/12/24

FROM: Adolfo A. González, P.E., LEED AP, Utilities Engineering and Contract Management Director, Public Infrastructure

SUBJECT: Delegation of Full Signature Authority to James F. Shannon, and Mark Guttman, Utilities Engineering Managers of Utilities Engineering & Contract Management Department

This memorandum is to formally advise that when I am away, James F. Shannon and Mark Guttman, Engineering Managers, Utilities Engineering & Contract Management Department, may act in my place, having full authority to sign all documents requiring my signature, and they will be available at your request.

- James F. Shannon, Engineering Manager, Utilities Engineering & Contract Management Phone: (813)235-6189 x6085 or Cell: (727)992-2352.
- Mark H. Guttman, Engineering Manager, Utilities Engineering & Contract Management Phone: (813)235-6189 x6195 or Cell: (727)247-0301

AAG/hch

cc: David F. Allen, Utilities Director
Jeffrey R. Brockman, Utilities Operations and Maintenance Director
Sandra E. Anderson, Utilities Customer Information and Services Director
Justin G. Grant, Public Infrastructure Fiscal and Business Administration Director
Mark H. Guttman, Engineering Manager, Utilities Engineering & Contract Management
James F. Shannon, Engineering Manager, Utilities Engineering & Contract Management

TASK ORDER NO. 05-24
(Wesley Center Link Seal Repair Project)
PCU NO. 24-004.00

This Task Order is entered into pursuant to the terms of the Continuing Professional Service Agreement (Agreement) for **RSQ-DS-20-056** dated January 13, 2021, by and between PASCO COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, and Carollo Engineers, Inc., (the Engineer) a corporation authorized to do business in the State of Florida.

WITNESSETH:

WHEREAS, the County and the Engineer desire to enter into Task Order No. 05-24;

NOW, THEREFORE, it is agreed that the Engineer shall provide the services enumerated in this Task Order No. 05-24 for the Pasco County Utilities Department (PCU), as described below.

A. PROJECT DESCRIPTION AND SCOPE OF SERVICES

PROJECT DESCRIPTION

PCU has observed at the Wesley Center Wastewater Treatment Plant (WCWWTP) a possible crack at the southwest side of the existing biological splitter box and near the existing 30-inch raw sewage bypass pipe. In addition, the existing 36-inch raw sewage bypass pipe penetration to the biological splitter box is experiencing fluid leakage at the invert of the pipe, which appears to be a link-seal issue. PCU has requested Carollo to perform a site visit visual inspection of the concrete wall as well as the link seal of the 36-in pipe and to then prepare a technical memorandum with assessment and recommendations.

The following describes the tasks to be completed under this task order.

SCOPE OF WORK

TASK 100 – PROJECT MANAGEMENT, COORDINATION, AND QUALITY CONTROL AND QUALITY ASSURANCE

Subtask 101: Project Management and Coordination

Provide overall project management and communication between Engineer and PCU staff including regular internal coordination meetings. This task also includes the tracking and management of the budget, project tasks, and schedule. The scope of work and associated fee account for project management and coordination throughout the project schedule. If the project is extended beyond the planned period at the request of or by necessity due to PCU, the Engineer may request an amendment to account for additional project management and coordination efforts necessary to accommodate a longer schedule.

Subtask 102: Project Meetings

The Engineer will prepare and conduct virtual project meetings throughout the project to inform PCU staff of the progress, issues, and recommendations. This includes the preparation of the agenda, meeting materials, meeting minutes, and action/decision logs for each meeting, and the distribution of these items to all project team members electronically. These meetings and workshops include:

- Project Kickoff Meeting: One 1-hour Project Kickoff Meeting to review the project tasks, goals, schedule, lines of communication, and quality management procedures.
- Review Meetings: After the Engineer drafts the technical memorandum and delivers it to PCU, the Engineer will set up a 1-hour meeting to review PCU comments prior to finalizing the technical memorandum.

Subtask 103: Monthly Progress Reports

The Engineer will provide PCU with monthly progress reports that identify what work has been performed during the month and an itemized list of work that will be anticipated in the upcoming month. These reports will be delivered as part of the monthly progress payment request.

Subtask 104: Quality Control and Quality Assurance

The Engineer's project manager will coordinate quality control and quality assurance review of the project.

Task 100 Deliverables

- All meetings' agendas and minutes (electronic PDF).
- Monthly progress reports (electronic PDF).

TASK 200 – DATA COLLECTION, REVIEW, AND FIELD INVESTIGATIONS

Subtask 201: Data Collection and Review

During the Kickoff Meeting, the Engineer will review with PCU a list of data needed to complete the project. At a minimum, the following information will be included in the data request list:

- WCWWTP record drawings.

Additional data may be requested as needed. Data will be transmitted electronically where possible. The Engineer will work with PCU staff to acquire the information. This may include phone calls, virtual meetings, site visits/ data collection meetings, and/or email communications with staff.

Subtask 202: Field Investigations

This task includes one 1-day (3-hour) site visit for four team members to the WCWWTP for a visual inspection of the biological splitter box concrete wall and pipe link seal.

Task 200 Deliverables

- Data request list (via email).

TASK 300 – TECHNICAL MEMORANDUM

Based on the site visit visual inspection, the Engineer will evaluate the condition of the existing biological splitter box concrete wall and pipe link seal and prepare a technical memorandum providing findings and recommendations on how to fix these issues. The technical memorandum will include a Class 4 cost estimate for the proposed/recommended solution and a bypass plan if needed to always maintain the biological basin 6 in operation.

Subtask 301: Draft Technical Memorandum

The Engineer will develop a technical memorandum for PCU review and comment.

Subtask 302: Final Technical Memorandum

Upon receipt of PCU's comments, the Engineer will revise the document based on the County's comments, and a Final technical memorandum will be issued to PCU.

Task 300 Deliverables

- Draft Facility Plan Report (electronic PDF)
- Final Facility Plan Report (electronic PDF)

TASK 400 – ALLOWANCE FOR AUTHORIZED ADDITIONAL WORK

An allowance in the amount of **$3,145** for additional Services is included to allow the County to direct the Engineer to perform additional tasks that may be identified during the execution of this Task Order but are beyond the scope of services that have been defined as part of Tasks 100 through 300 described above. The Engineer will only use the allowance budget for additional services if authorized in writing by the County Administrator, Assistant County Administrator, or designee.

PCU RESPONSIBILITIES

Because of the nature of this project, certain assumptions apply to this Scope of Services. These assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Services, or if PCU desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the County and the Engineer.

The following assumptions and PCU responsibilities apply to this project:

- The Engineer shall be entitled to rely upon the accuracy of the data and information supplied by PCU without independent review or evaluation.
- PCU will provide the Engineer with access to the wastewater treatment plant for data gathering, validation, and field investigation.
- PCU shall assist in scheduling and will attend all meetings to maintain the progress of the project according to the schedule. The requested data will be provided within the designated timeframe in the project schedule.

- PCU will provide all required information within the period established in the schedule contained in this Scope of Services. The schedule is based on timely receipt of data from PCU. PCU will review Draft deliverables and provide comments to the Engineer within a two-week period via email.
- In providing opinions on cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over the cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the County's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates.

ITEMS NOT INCLUDED

- Additional services not otherwise provided for in this Scope of Services.

COMPENSATION

For the performance of the services described in this Scope of Services, PCU will compensate the Engineer in the lump sum amount of $20,967 for Tasks 100 through 300 as shown in the table below, which may be billed in monthly progress payments. The Engineer will be paid for services performed per task as set forth herein, covering the work-in-progress expressed as a percentage of the total cost of the service and work required for each task involved.

Task No.	Description	Cost
100	Project Management, Coordination, and QC/QA	$5,142.00
200	Data Collection, Review, and Field Investigations	$4,895.00
300	Technical Memorandum	$ 10,930.00
	Lump Sum Total:	**$ 20,967.00**
	Task 400 – Allowance for Authorized Additional Work	$3,145.00
	Not-to-Exceed Total:	**$24,112.00**

PROJECT SCHEDULE

The term of this Task Order will be from the date this Task Order is approved by the County to the time at which the upper limit of this Task Order is paid in full, PCU terminates this project, or 12 months from date of the Notice to Proceed, whichever is sooner. The Engineer is authorized to commence work on the Project upon execution of this Task Order and estimates the work included in this task order will be completed in accordance with the following schedule, note that some tasks may overlap:

Task	Estimated Weeks from NTP
Task 200 – Data Collection, Review, and Field Investigations	4
Subtask 301 – Draft Technical Memorandum	12
County Review	14
Subtask 302 – Final Technical Memorandum	16

The project will be completed over a period of 16 weeks. PCU will provide all required information within the period established in the schedule included in this task order. If the schedule is extended based on the request by or necessity due to PCU, this will constitute a basis for amending the project fee to accommodate the extended project duration.

B. **ACCEPTANCE:**

By signature, the parties each accept the revisions of this Task Order and authorize the Engineer to proceed at the direction of the County's Representative in accordance with the Scope of Services.

Carollo Engineers, Inc.

By: _____
Signature of Officer

By: Jose Rojas, P.E., AVP
Print Officer's name and title

PASCO COUNTY

By: _____
Michael J. Carballa, P.E.
County Administrator

Dated this 20 **day of** June **, 2024**

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

BY: _____ 6/20/24
Attorney

WITNESSES:

Joseph J. Haulon
Print

_____
Signature

Matthew S Love
Print

_____
Signature

NOTARY ACKNOWLEDGMENT

STATE OF }
} **ss**
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 6 day of June, 2024, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] José Rojas, who executed the foregoing instrument as [Title] Project Manager of [Corporation or Company Name] Carollo Engineers Inc, a [check one] [X] corporation [ ] limited liability company, organized under the laws of [State] F.L., and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership as applicable]:

SULEIKA R TORRES
Notary Public - State of Florida
Commission # HH 347079
My Comm. Expires Jan 8, 2027
Bonded through National Notary Assn.

_____
Signature of person taking acknowledgment

Suleika R. Torres
Name typed, printed or stamped

Office Administrator
Title or rank

Commission # HH347079
Serial number (if any)

PASCO COUNTY STANDARD PROFESSIONAL SERVICE CONTRACT

THIS CONTRACT by and between PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its authorized County Administrator (hereinafter referred to as "COUNTY"), and Carollo Engineers, Inc. a Delaware Corporation, whose address is: 10117 Princess Palm Avenue, Suite 340, Tampa, FL 33610 (hereinafter referred to as "CONSULTANT").

WHEREAS, the COUNTY issued Request for Statement of Qualification RSQ-DS-20-056 CONTINUING PROFESSIONAL SERVICES RSQ to secure the services of an experienced consultant to render ongoing and as needed services to support Capital Improvement Program (CIP) and other programs related to water, wastewater, reclaimed water and solid waste for the Utilities Department (Public Infrastructure Branch); and

WHEREAS, the CONSULTANT submitted a response to the RSQ which was deemed by the COUNTY as responsive and responsible; and

WHEREAS, the CONSULTANT desires to render certain services as described in specific Task Orders that will be separately executed and the CONSULTANT hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

NOW, THEREFORE, in consideration of the mutual covenants and contracts hereinafter contained, the parties hereto agree as follows:

SECTION 1- DEFINITIONS

The following definition of terms associated with this Contract is provided to establish a common understanding between both parties to this Contract as to the intended usage, application, interpretation and meaning of such terms as they appear throughout this Contract.

1.01 - COUNTY

The term COUNTY shall refer to the Board of County Commissioners of Pasco County, a political subdivision of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the COUNTY'S behalf relative to this Contract.

1.02 - COUNTY ADMINISTRATOR

The County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them.

1.03 - CONSULTANT

The term CONSULTANT shall refer to the individual, company, or firm offering CONSULTANT SERVICES which, by execution of this Contract, shall be legally obligated, responsible, and liable for providing and performing any and all of the work, materials, and/or services including work and materials required under the covenants, terms and provisions contained in this Contract and any and all MODIFICATIONS, TASK ORDERS or CHANGE ORDERS issued pursuant thereto.

1.04 - CONSULTANT SERVICES

The term CONSULTANT SERVICES shall refer to all of the work, materials and services, and all related professional, technical, and administrative activities which are necessary to be provided and performed by the CONSULTANT, its employees, and any subconsultants that the CONSULTANT may engage to provide,

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ADMINISTRATOR or his designee issued to the CONSULTANT which shall notify the CONSULTANT to commence work or provide CONSULTANT SERVICES pursuant to a properly executed Task Order or Change Order. The time for performance of the CONSULTANT SERVICES or work required pursuant to any properly executed Task Order or Change Order shall commence to run from the date specified in the NOTICE TO PROCEED.

1.11 - PROJECT MANAGER

The term PROJECT MANAGER shall refer to that person employed by the COUNTY designated to serve and act on the COUNTY'S behalf to provide direct contact and communication between the COUNTY and the CONSULTANT throughout the effective period of this Contract or, at the COUNTY'S direction, for the duration of a particular Task Order. The PROJECT MANAGER is not authorized to, and shall not, issue any verbal request or instruction to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way: (1) the scope of CONSULTANT SERVICES to be performed by the CONSULTANT; (2) the time the CONSULTANT is obligated to commence and complete all such services; and/or (3) the amount of compensation the COUNTY is obligated to pay the CONSULTANT. The PROJECT MANAGER shall review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed pursuant to this Contract.

1.12 - CONSULTANT'S STANDARD HOURLY RATES

The CONSULTANT'S standard hourly rates for professional services rendered pursuant to this Contract are those attached hereto as EXHIBIT "A," entitled "STANDARD HOURLY RATES", which EXHIBIT "A" is specifically made part of this Contract. The STANDARD HOURLY RATES shall be considered the maximum rates for specific job and/or work classifications and shall cover all of the CONSULTANT'S costs, including direct salaries, overhead, and operating margin. If the CONSULTANT charges less than those maximum rates included in Exhibit "A," those charges will be considered acceptable to the COUNTY.

Within sixty (60) calendar days after the first anniversary of the effective date of this Contract, and each one (1) year anniversary thereafter, the CONSULTANT may request in writing to the COUNTY an adjustment to those rates defined in EXHIBIT "A." The COUNTY shall within thirty (30) calendar days of receipt of such request, approve the rate adjustment or reject the rate adjustment until documentation substantiating the rate adjustment is provided by the CONSULTANT and deemed acceptable to the COUNTY.

If the CONSULTANT'S EXHIBIT "A" covers multiple years, the above described procedure must still be followed in order to obtain a rate adjustment. Also, if the CONSULTANT'S EXHIBIT "A" covers multiple years, any request for a rate adjustment cannot exceed the multiple year rates included in the CONSULTANT'S EXHIBIT "A."

If the rate adjustment is found acceptable, it shall only be effective for Task Orders (not CHANGE ORDERS) executed after the rate adjustment has been approved by the Board of County Commissioners. Therefore, any CHANGE ORDERS executed after the approved rate adjustment shall continue to utilize the rates effective at the time of their originating Task Orders or Purchase Orders as applicable.

SECTION 2 - CONSULTANT'S RESPONSIBILITIES

The obligations of the CONSULTANT with respect to all CONSULTANT SERVICES authorized pursuant to this Contract shall include, but not be limited to, the following:

Water, Wastewater, and Reclaimed Water Treatment & Storage Systems and Planning.

2.01 - LICENSES

The CONSULTANT agrees to maintain throughout the period this Contract is in effect all such licenses as are

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maps, environmental reports, photographs, analytical data, and any other relevant information requested by the CONSULTANT in writing.

3.05 The COUNTY agrees, with reasonable prior written notice given by the CONSULTANT, to provide the CONSULTANT with access to COUNTY property, facilities, buildings, and structures to enable the CONSULTANT to provide and perform any required CONSULTANT SERVICES and work pursuant to this Contract. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangements with the COUNTY, or in such a manner to adversely affect the public health, safety, or welfare.

SECTION 4 - TERM

Except as otherwise specified herein, the Contract shall remain in full force and effect from the effective date of this Contract for a five (5) year period thereafter, upon mutual agreement, unless otherwise terminated or extended as provided in this Contract. The effective date for this Contract shall be defined as the day and year this Contract is executed by the COUNTY.

In the event that a properly executed Task Order initiated within the initial term of the Contract requires or expressly permits work to be performed by the CONSULTANT after termination of this Contract, such Task Order shall automatically extend the effective period of the Contract to coincide with the completion date delineated in said Task Order.

SECTION 5 - COMPENSATION

The COUNTY shall pay the CONSULTANT for all authorized CONSULTANT SERVICES rendered hereunder by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Contract, MODIFICATION(S), TASK ORDER(S), or CHANGE ORDER(S) and in accordance with the provisions delineated below.

5.01 PAYMENT METHODS

The fee paid to the CONSULTANT shall be based on one of the following methods or any combination thereof as determined by the COUNTY in its sole discretion:

(1) Lump Sum Method. The COUNTY may pay a negotiated fixed-price amount for an executed TASK ORDER as a Lump Sum. The Lump Sum compensation amount will be estimated based on the STANDARD HOURLY RATE cost for work performed on an estimated TASK ORDER in accordance with the rates established in EXHIBIT "A." A negotiated Lump Sum compensation amount shall be delineated in the executed TASK ORDER. The Lump Sum compensation method shall anticipate that all costs for the CONSULTANT SERVICES required are known and that no modifications to the established Lump Sum amount will be necessary. The established Lump Sum amount shall include all of the CONSULTANT'S costs, including DIRECT SALARIES (as defined on EXHIBIT "B"), Overhead, Operating Margin, Reimbursable Expenses, and charges. The COUNTY may also elect to apply the Lump Sum Method on a line item basis for a particular service or activity as defined within an individual TASK ORDER. If the Lump Sum Method is used, no additional documentation regarding costs for work is required to be attached to the CONSULTANT'S invoices for lump sum payment of a TASK ORDER or specific line item within a TASK ORDER.

OR

(2) Not to Exceed Method. The COUNTY will pay the STANDARD HOURLY RATES for work provided or services performed on an executed TASK ORDER in accordance with the rates delineated in EXHIBIT "A," subject to a Not to Exceed Amount, which shall be delineated in said TASK ORDER. In addition to payment of the aforementioned DIRECT SALARIES, the

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pursuant to this Contract. If the CONSULTANT seeks compensation for CADD, PC'S etc. as a Reimbursable Expense, the cost basis for the unit rates used for such items must be fully supported by appropriate documentation. All Reimbursable Expenses shall be charged at the actual cost to the CONSULTANT.

(6) ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided or performed under a TASK ORDER issued pursuant to this Contract, or pursuant to any other method utilized by the parties for determining the original costs of work or services to be provided or performed by the CONSULTANT, must be approved in writing by the Board of County Commissioners at a regularly scheduled meeting of said Board of County Commissioners. If such additional costs are not authorized by the Board of County Commissioners in writing, no payment, reimbursement, or compensation for such additional costs shall be tendered by the COUNTY to the CONSULTANT.

(7) SUBCONSULTANT CHARGES

The professional services of any subconsultant(s) whose expertise is required within the scope of the CONSULTANT'S work under this Contract will be paid in accordance with the fees identified in the individual Task Order(s) for such services.

The use of any subconsultant(s) referenced in the above paragraph must be approved in writing by the COUNTY ADMINISTRATOR or his designee before such subconsultant(s) may be retained by the CONSULTANT.

5.02 TERMS OF PAYMENT

(1) MONTHLY INVOICES

The CONSULTANT shall be entitled to submit no more than one invoice statement to the COUNTY each month covering services rendered during the preceding month. The CONSULTANT'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Contract, or TASK ORDER(S), issued hereunder. The CONSULTANT'S invoice statements shall contain amount of work and description of service(s) provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Contract. If the CONSULTANT has been issued more than one TASK ORDER pursuant to this Contract, the CONSULTANT shall submit separate invoices to the COUNTY for the specific services performed for each specific TASK ORDER.

Payment for services rendered by the CONSULTANT during any billing period shall be due and payable by the COUNTY in accordance with the provisions of Chapter 218, Part VII, Florida Statutes (the Local Government Prompt Payment Act).

(2) PAYMENT FOR SERVICES PERFORMED

(A) The COUNTY shall pay the CONSULTANT on the basis of services completed for tasks set forth in the TASK ORDER agreed upon by the CONSULTANT and the COUNTY. Payments shall be made for CONSULTANT'S work-in progress or completed service items based on the agreed method of compensation as outlined in the TASK ORDER.

(B) When the Lump Sum Method is used for a TASK ORDER or for a particular service or activity within a TASK ORDER, the COUNTY shall pay the CONSULTANT for services performed for tasks set forth in the TASK ORDER on the basis of the invoice statement

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The CONSULTANT, at all times that this Contract is in effect, shall ensure that sufficient time remains in the project schedule within which to complete the services required and authorized by any given Task Order(s). In the event that there are delays which would modify or extend a scheduled Task Order completion date, the CONSULTANT shall, within seven (7) calendar days of discovery of such delay, submit a written request to the COUNTY seeking a time extension to complete a delayed project which request shall specifically identify the reason(s) for the delay and the amount of time related thereto.

In the event the specified time of performance for a given Task Order expires and the CONSULTANT has not requested a time extension, or if the COUNTY has denied a request for a time extension in writing, partial progress payments may be stopped on the date time expires.

Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its obligations under this Contract as a result of causes beyond the control of the CONSULTANT, the CONSULTANT shall notify the COUNTY in writing within seven (7) calendar days after commencement or discovery of such delay, stating the cause(s) therefore and requesting an extension of the CONSULTANT'S time of performance. Causes beyond the control of the CONSULTANT shall include, but are not limited to, court orders and injunctions, actions or rulings of any federal, state or municipal authority (including the COUNTY) having jurisdiction over any project or Task Order performed pursuant to this Contract, and/or any Force Majeure event as delineated in Section 19.03 of this Contract. Upon receipt of the CONSULTANT'S request for an extension of time for cause(s) beyond the control of the CONSULTANT, the COUNTY ADMINISTRATOR or his designee shall have the discretion to grant an extension if the COUNTY determines the delay encountered by the CONSULTANT was due to causes beyond its control and not attributable to the fault, error, omission or neglect of the CONSULTANT.

SECTION 8 - FAILURE TO PERFORM IN A TIMELY MANNER

The timely performance, provision and completion of the required services, work and materials is vitally important to the interests of the COUNTY. Time is of the essence for all of the duties and obligations contained in this Contract. The COUNTY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required services in a timely manner. The CONSULTANT agrees to employ, engage, retain and/or assign an adequate number of qualified personnel throughout the period this Contract is in effect so that all CONSULTANT SERVICES will be provided and performed in a timely and diligent manner. Alternatively, the COUNTY, in its sole discretion, may terminate this Contract.

As an alternative to termination, the COUNTY may also, at its option, upon written notice to the CONSULTANT, withhold any and all payments due and owing to the CONSULTANT, not to exceed the amount of the compensation for any work in dispute, until such time as the CONSULTANT resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Contract, or as set forth in any MODIFICATION(S), TASK ORDER(S), or CHANGE ORDER(S) issued pursuant thereto.

SECTION 9 - STANDARDS OF PROFESSIONAL SERVICE

The work and services to be provided and/or performed by the CONSULTANT shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by any governmental agency having jurisdiction over all or a portion of any work performed under this Contract in effect at the time the COUNTY executes this Contract and/or which may subsequently be changed or revised. All final documents, reports, studies, or other data prepared by the CONSULTANT shall bear a professional's seal/signature in accordance with the applicable Florida Statutes and/or any applicable Administrative Rules promulgated by the Florida Department of Business and Professional Regulation (where applicable).

SECTION 10 - CONSULTANT'S QUALITY CONTROL

10.01- RESPONSIBILITY TO CORRECT

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11.02 The COUNTY will monitor the CONSULTANT'S work product for compliance with project standards and criteria and may make comments and recommendations to the CONSULTANT regarding the work. However, any such monitoring or comments and recommendations by the COUNTY, or absence thereof, shall not relieve the CONSULTANT of any of its obligations under this Contract. The CONSULTANT retains sole authority and responsibility for the adequacy and accuracy of its CONSULTANT services in accordance with generally accepted practices.

SECTION 12 - DOCUMENTS

The documents which comprise this Contract between the COUNTY and the CONSULTANT consist of the following:

12.01 This Contract.

12.02 Request for Statement of Qualifications –RSQ-DS-20-056.

12.03 Any written amendments, modifications or Addenda to this Contract.

12.04 Any Task Orders issued pursuant to this Contract and executed by the Board of County Commissioners or the County Administrator or his designee.

12.05 Consultant's Response to the RSQ.

SECTION 13 - COMPLIANCE WITH LAWS AND REGULATIONS

The CONSULTANT shall observe and comply with all applicable federal and state laws, COUNTY and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over any project or work performed pursuant to this Contract. All applicable federal, state, and local laws and ordinances are deemed to be included in this Contract the same as though herein written out in full.

SECTION 14 - PROHIBITION AGAINST CONTINGENCY FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 15 - TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

The CONSULTANT certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONSULTANT represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

SECTION 16 - COMPLIANCE WITH PUBLIC RECORDS ACT

The CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the County to perform the service under the Contract; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for

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this Contract. The COUNTY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required and authorized professional services in a timely manner. The COUNTY and the CONSULTANT agree that the completion dates of the various individual Task Order(s) to be issued pursuant to this Contract are critical.

19.02 The CONSULTANT expressly agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the Term of this Contract so that all services and/or work performed hereunder will be provided and completed in a timely and diligent manner without interruption or delay.

19.03 Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of COUNTY including any of its agents or employees, fires, floods, epidemics, quarantine regulations, strikes or lockouts, then the CONSULTANT shall notify the COUNTY in writing within ten (10) calendar days after commencement of such delay, stating the cause or causes thereof, or shall be deemed to have waived any right which the CONSULTANT may have had to request an extension to the time specified in this Contract.

19.04 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT'S services for any cause whatsoever, including those for which the COUNTY, including any of its agents or employees, may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY.

The CONSULTANT'S sole remedy against the COUNTY in the event of such interruption, interference, inefficiency, suspension or delay in the commencement or progress of such services shall be the right to seek an extension to the time stated in this Contract. However, such extension shall not operate as a waiver of any other rights of the COUNTY. This section shall expressly apply to claims for early completion, as well as claims based on late completion.

SECTION 20 - INSURANCE

20.01 The CONSULTANT shall not commence any work pursuant to this Contract until satisfactory proof of all insurance required hereunder has been provided to and approved by the COUNTY. It shall be the responsibility of the CONSULTANT to ensure that all SUB-CONSULTANT(S) performing services pursuant to this Contract comply with the insurance requirements of this provision. The CONSULTANT shall furnish to the COUNTY certificate(s) of insurance in the form required by COUNTY and, if requested by the COUNTY, CONSULTANT shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required for strict compliance with this Contract and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail (return receipt requested) has been given to the COUNTY to the attention of the Pasco County Risk Manager, West Pasco Government Center, 8731 Citizens Drive, New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of this Contract, a renewal certificate shall be issued thirty (30) days prior to said expiration. Compliance with the foregoing requirements shall not relieve the CONSULTANT of any liability and/or other obligations pursuant to this Contract. Neither approval by the COUNTY, nor a failure to disapprove insurance certificates or policies furnished by the CONSULTANT, shall release the CONSULTANT from full responsibility of all liability or its obligations under this Contract.

20.02 All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the COUNTY. Policies of insurance required by this the Contract shall be primary insurance

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CONSULTANT shall maintain during the term of this Contract standard professional liability insurance in the minimum amount of $1,000,000.00 per occurrence.

SPECIAL INSTRUCTIONS. Occurrence form professional liability insurance is highly preferred, however, in the event CONSULTANT is only able to secure claims-made professional liability insurance, special conditions apply. All certificates of insurance must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, CONSULTANT shall be obligated by virtue of this Contract to maintain insurance coverage in effect with no less than limits of liability nor any more restrictive terms and conditions for a period of seven (7) years from the date of this Contract. All Certificates of Insurance must clearly indicate whether the coverage is on a claim made or an occurrence basic.

SECTION 21 - SUSPENSION OF WORK

In addition to the COUNTY'S contractual right to terminate this Contract in its entirety as set forth above, the COUNTY may, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the CONSULTANT SERVICES set forth herein. The COUNTY shall provide written notice to the CONSULTANT in order to implement a stoppage, suspension, supplement or change. If any engineering, professional or consulting services covered by this Contract to be carried out by the CONSULTANT shall be suspended, abated, or terminated at the direction of the COUNTY for reasons unrelated to the quality of work provided by the CONSULTANT, the COUNTY shall pay the CONSULTANT for such services actually rendered prior to the suspension, abatement, or termination, and any reasonable additional costs incurred by the CONSULTANT to effectuate an orderly closing of its activities, with the payment to be based insofar as possible on the fees established in this Contract.

SECTION 22 - TERMINATION OF CONTRACT BY THE COUNTY

This Contract may be terminated by the COUNTY, with or without cause, upon ten (10) days written notice. If this Contract is so terminated, CONSULTANT shall be paid for all work performed, and accepted by the COUNTY pursuant to the terms and conditions of this Contract, up to the date of termination. Upon termination of this Contract by the COUNTY, CONSULTANT shall promptly deliver to the COUNTY copies of all then completed deliverable items and all plans, reports, studies, calculations, maps, graphics, and other documents that directly support the deliveries prepared by CONSULTANT.

SECTION 23 - CONTROLLING LAW

This Contract is to be governed by the laws of the state of Florida. The venue for any litigation resulting out of this Contract shall be in Pasco County, Florida, at the West Pasco Judicial Center.

SECTION 24 - SUCCESSORS AND ASSIGNS

The COUNTY and CONSULTANT respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. The CONSULTANT shall not assign or transfer any interest in this Contract without the prior written consent of the COUNTY.

SECTION 25 - EXTENT OF CONTRACT

25.01 This Contract represents the entire and integrated contract between the COUNTY and CONSULTANT and supersedes all prior negotiations, representations, or contract, either written or oral.

25.02 This Contract may only be amended, supplemented, modified, or changed by a written instrument executed by both parties hereto.

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Neither the COUNTY nor any of its employees shall have any control over the conduct of CONSULTANT or any of CONSULTANT'S employees, except as herein set forth, and CONSULTANT expressly warrants not to represent at any time or in any manner that CONSULTANT or any of CONSULTANT'S agents, servants or employees are in any manner agents, servants or employees of the COUNTY. It is understood and agreed that CONSULTANT is and shall at all times remain as to the COUNTY, a wholly independent CONSULTANT and that CONSULTANT'S obligations to the COUNTY are solely as prescribed by this Contract.

SECTION 31 – E-VERIFY PROGRAM/AUDIT COOPERATION

The CONSULTANT shall be required to register with and utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with all the terms governing the use of the system, to confirm the employment eligibility of all new hires employed by the CONSULTANT during the term of any affected Agreement or length of Project to perform employment duties within Florida and all person, contractors, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the Agreement. The CONSULTANT shall be obligated to verify compliance with this E-Verify by completing such forms as may be required by the State of Florida or its departments or agencies or to provide such other documentation verifying compliance as may be requested by the COUNTY. In addition, the CONSULTANT shall obtain and retain affidavits from any subconsultants utilized for this Agreement verifying that such subconsultants do not employ contract or subcontract with any unauthorized aliens as defined in 8 U.S.C.s.1342a(h)(3). Failure to comply with this requirement would serve as grounds for termination of the Agreement as well as such additional penalties as provided under Section 448.095, Fla, Stat.

The COUNTY reserves the right to request verification of compliance from the CONSULTANT during the term of this Contract and for a period of up to five (5) years thereafter. Should a COUNTY retained CONSULTANT and/or its SUBCONSULTANTS be found to be non-complaint with E-VERIFY as part of a federal audit or other inquiry, the CONSULTANT and/or its SUBCONSULTANT(S) will be solely responsible for the payment of any fines or costs imposed upon the COUNTY as a result of such noncompliance.

By accepting a Task Order which will be funded through state funds, the CONSULTANT specifically agrees to cooperate with any audit of such funds initiated by the State Auditor General or the state agency providing the funds in question.

SECTION 32 - WAIVER OF BREACH

Waiver by either party of a breach of any provision of this contract shall not be deemed as a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

SECTION 33 - SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 34 - EXECUTION IN COUNTERPARTS

For the convenience of the parties and to facilitate execution, this Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

SECTION 35 - NON-DISCRIMINATION

During the performance of this Agreement, the PROFESSIONAL herein assures the COUNTY that said PROFESSIONAL is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the PROFESSIONAL does not on the grounds of race, color, national origin, religion,

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IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives effective as of the last day of execution below.

ATTEST:

(S E A L)

COUNTY COMMISSION ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

DAN BILES, COUNTY ADMINISTRATOR

Date: January 13 20 21

CONSULTANT:

Carollo Engineers, Inc.

By: Larry Elliott
Larry E. Elliott, P.E.

Its: Sr. Vice President

WITNESSES:

Michelle Ryan
Michelle Ryan
Print or Type Name

Stacey Biggs
Stacey Biggs
Print or Type Name

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EXHIBIT A

STANDARD HOURLY RATES

SCHEDULE OF RATE VALUES

2021

Position	Description	Hourly Rate
Principal	Ownership or Corporate Officer of the Firm	$ 292.00
Senior Technical Advisor II	Professional Registration; 15+ years' experience	$ 262.00
Senior Technical Advisor I	Professional Registration; 12+ years' experience	$ 256.00
Senior Project Manager	Professional Registration; 20+ years of related experience	$ 261.00
Senior Engineer/Scientist II	Professional Registration; 20+ years' experience	$ 235.00
Senior Engineer/Scientist I	Professional Registration; 15+ years' experience	$ 220.00
Project Manager	Professional Registration; 10-19 years of related experience	$ 213.00
Senior Project Engineer	Professional Registration; 8+ years' experience	$ 213.00
Project Engineer III	Professional Registration; 4+ years' experience	$ 165.00
Project Engineer II	Bachelor of Science in engineering degree; more than 2 years' experience	$ 145.00
Project Engineer I	Bachelor of Science in engineering degree; 0-2 years' experience	$ 131.00
Project GIS Analyst	GIS Technician	$ 120.00
CADD Senior Technician	Technical certification; 10+ years' experience	$ 160.00
CADD Technician	Technical certification; 0-9 years' experience	$ 140.00
Word Processor	Document Processor; 5+ years' experience	$ 103.00
Admin/Clerical Support	Administrative Assistant or Clerical; 0-10 years' experience	$ 102.00

EXHIBIT C

OVERHEAD RATE

Overhead Rate	
Not Applicable	X

STATE OF _____}

COUNTY OF _____}

On this _____ day of _____, 20 _____, before me the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the forgoing instrument as a Principal or Officer of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type or Stamp Commissioned Name)

Personally known _____
Or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: ALL **FILE NO.**: PU20-0035 **DATE**: 06/23/2020

SUBJECT: Approve Authorization to Shortlist and Delegate Negotiation and Execution of Agreements to County Administrator for RSQ-DS-20-056 - Continuing Professional Services for Pasco County Utilities – Multiple Firms - No Funding Required

THRU: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

FROM: Stacey Ziegler, Internal Services, Purchasing Director

RECOMMENDED BOARD ACTION:
Approve the Evaluation Committee's recommendation to shortlist the proposed firms for each category listed below; and delegate authorization to the County Administrator to negotiate and execute a contract with the firms from each category (equally), in order to secure an agreements for RSQ-DS-20-056 for continuing professional services for Pasco County Utilities (PCU).

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:
On January 21, 2020, at the request of the Engineering Services Department, the Purchasing Department solicited a Request for Statement of Qualifications (RSQ) RSQ-DS-20-056 for continuing professional services for Pasco County Utilities. The specifications were prepared by the Engineering Services Department. The negotiated Agreements will be executed no later than nine months from the date of this Board meeting. All provisions of the Purchasing Ordinance have been met.

On February 25, 2020, all responses received were publicly opened with the names of the responding firms being read. Two hundred forty vendors received automatic e-mail notices; twenty of which were from Pasco County. One hundred and eight manually searched for and downloaded the solicitation; Five of which were from Pasco County. Thirty-eight responses were received; six of which were from Pasco County. A summary of the download history for this solicitation is attached.

A five-member committee evaluated the subject responses. The Evaluation Committee members were: Michael Carballa, Assistant County Administrator (Public Infrastructure); Sarah Rodriguez, Utilities Engineering Manager; Charles Cullen, Utilities Engineering and Contracts Management Director; Kimberly Rogers, Engineering Manager; Timothy Treshler, Senior Project Manager Public Infrastructure – Solid Waste.

On May 11, 2020, at a properly noticed public meeting, the Evaluation Committee discussed and carefully considered each proposers' qualifications and experience. The Evaluation Committee thereafter scored all responsive firms and found that the following firms are equally qualified for the specified professional engineering services listed below:

Category 1: Water, Wastewater, and Reclaimed Water Treatment & Storage Systems

McKim & Creed, Inc.
Carollo Engineers, Inc.
Arcadis U.S. Inc.
Ardurra Group, Inc.
Hazen and Sawyer
Freese and Nichols, Inc.

Category 2: Water, Wastewater, and Reclaimed Water Conveyance Systems

Florida Design Consultants, Inc.
Stroud Engineering Consultants, Inc.
Kimley-Horn and Associates, Inc.
McKim & Creed, Inc.
Ardurra Group, Inc.
Cardno, Inc.
George F. Young, Inc.
Mead and Hunt, Inc.

Category 3: Water, Wastewater, and Reclaimed Water Planning

Carollo Engineers, Inc.
Hazen and Sawyer
Freese and Nichols, Inc.
Arcadis U.S. Inc.
Black and Veatch Corporation

Category 4: Electrical and Instrumentation/Controls

Enercon Services, Inc.
Benro Enterprises, Inc. d/b/a Rocha Controls, Inc.
McKim & Creed, Inc.
Black and Veatch Corporation

Category 5: Survey

D.C. Johnson & Associates, Inc.
Florida Design Consultants, Inc.
George F. Young, Inc.
DRMP, Inc.

Category 6: Geotechnical

Professional Service Industries, Inc.
AREHNA Engineering, Inc.
Tierra, Inc.

Upon Board of County Commissioners (BCC) approval, PCU Engineering and Contract Management Department can begin meaningful discussions with the above-listed firms in the specific continuing professional service category as outlined above in hopes of securing an agreement. The resulting agreements will be presented to the County Administrator for review and execution with no funding required. The PCU intends to contract with all the firms selected for each category to ensure availability, competition, and sufficient coverage for the numerous projects and work anticipated for the coming years. Funding approval for future projects under the Agreements will be approved according to the thresholds of the Purchasing Ordinance.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required at this time.

DISTRIBUTION:
None.

ATTACHMENT(S):
1. Proposal – McKim & Creed, Inc.
2. Proposal – Carollo Engineers, Inc.
3. Proposal – Arcadis U.S. Inc.
4. Proposal – Ardurra Group, Inc.
5. Proposal – Hazen and Sawyer
6. Proposal – Freese and Nichols, Inc.
7. Proposal – Florida Design Consultants, Inc.
8. Proposal – Stroud Engineering Consultants, Inc.
9. Proposal – Kimley-Horn and Associates, Inc.
10. Proposal – Cardno, Inc.
11. Proposal – George F. Young, Inc.
12. Proposal – Mead and Hunt, Inc.
13. Proposal – Black and Veatch Corporation
14. Proposal – Enercon Services, Inc.
15. Proposal – Benro Enterprises, Inc. d/b/a Rocha Controls, Inc.
16. Proposal – D.C. Johnson & Associates, Inc.
17. Proposal – DRMP, Inc.
18. Proposal – Professional Service Industries, Inc.
19. Proposal – AREHNA Engineering, Inc.
20. Proposal – Tierra, Inc.
21. Solicitation – RSQ-DS-20-056
22. Summary Scoring Sheet – Evaluation Committee
23. Download History

cc: Stacey Ziegler, Purchasing Director

EKB/SZ/ds/kja/jdr PU20-0035 - Approve Authorization to Shortlist and Delegate Negotiation and Execution of Agreements to County Administrator for RSQ-DS-20-056 - Continuing Professional Services for Pasco County Utilities – Multiple Firms - No Funding Required

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

June 24, 2024

Jose Rojas, P.E. AVP
Carollo Engineers, Inc.
10117 Princess Palm Avenue, Suite 340
Tampa, FL 33610

Re: Task Order No. 05-24
Wesley Center Link Seal Repair
PCU 24-004.00
Amount $24,112.00

Dear Mr. Rojas:

On June 20, 2024, the Pasco County Administrator approved the above-referenced Task Order. This will confirm authorization to proceed with the project work. Please refer to the subject project name, Pasco County project number and task order on all correspondence and project documentation.

Should you have any questions, please call me.

Sincerely,

Adolfo A. Gonzalez, P.E.

Digitally signed by Adolfo A. Gonzalez, P.E.
Date: 2024.06.24 17:12:14 -04'00'

Adolfo A. González, P.E. LEED AP, Utilities Engineering and Contract Management Director

AAG/kja

cc: Branford N. Adumuah, Assistant County Administrator, Public Infrastructure
David Allen, P.E. Utilities Director, Public Infrastructure
Matthew Wetherington, P.E. Interim Utilities Engineering Manager
Wayne Baker, Project Manager – Utilities Engineering & Contract Management
Christine Lonis-Pelz, Project Coordinator III, Utilities Engineering & Contract Management
Jennifer Vigo, Capital Coordinator, Public Infrastructure Fiscal and Business Services
Kim Altrui, Contracts/Specifications Coordinator

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** NI26-0129 **DATE:** 6/16/2026

SUBJECT: Allowance Authorization Release (AAR) No. 2 (IFB-KM-25-068) – Kamminga & Roodvoets, Inc. – Cypress Creek Road and County Line Road Intersection Improvements (TED26-0275)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0129 TED26-0275 Approved Allowance Authorization Package

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Branford N. Adumuah
Assistant County Administrator
Public Infrastructure

DATE: 4/21/2026 FILE: TED26-0275

FROM: Michael E. Miller, Sr., P.E., CAPM
Engineer II, Project Management

Michael E Miller Sr
Digitally signed by Michael E Miller Sr
Date: 2026.04.21 10:46:06 -04'00'

THRU: Panos Kontses, P.E., CPM
Interim Transportation Engineering Director

Panos Kontses
Digitally signed by Panos Kontses
Date: 2026.04.21 10:50:32 -04'00'

SUBJECT: AAR No.2 – Cypress Creek Road and County Line Road Intersection Improvements – Kamminga & Roodvoets, Inc., $20,359.63.

REFERENCES: Work Order No. X11235.10.

The Agreement with Kamminga & Roodvoets, Inc. for the construction of the Cypress Creek Road and County Line Road Intersection Improvements was executed on August 19, 2025, in the amount of $846,248.60. The Agreement expires on July 4, 2026. The Agreement includes an AAR (Allowance Authorization Release) in the total amount of $71,930.00 and 60 calendar days.

These items are due to changes in the field and discrepancies between estimated plan quantities and actual field measurements and to eliminating a joint in the tire path, as these additional expenses were not included in the Agreement amount. Payment will be made through the AAR process for the addition of items 110-1-1 for Clear & Grub, 327-70-6 for Milling Existing Asphalt Pavement, 1-1/2-inch Depth, and 334-1-53 for SuperPave Asphaltic Concrete SP-12.5 Traffic Level C PG76.

This memo requests approval of AAR No. 2 (two originals) in the amount of $20,359.63. The current and all previously approved AARs are shown below.

AAR	Description	Additional Fee ($)	Additional Calendar Days	Remaining Allowance Total ($)
No. 1	Removal of 1 each Item 649-1-14 and Addition of 1 each Item 649-1-14A	$1,843.94	0	$70,086.06
No. 2	Addition of Items 110-1-1, 327-70-6, and 334-1-53	$20,359.63	0	$49,726.43

Allowance Work included in Agreement	$71,930.00	0 Days
Allowance Work in AAR No. 1	$1,843.94	0 Days
Allowance Work in this AAR No. 2	$20,359.63	0 Days
Remaining Allowance Work Balance	**$49,726.43**	**60 Days**

If the above meets with your approval, please sign both originals and forward for further processing.

PK/MM/JB

TRANSPORTATION ENGINEERING DEPARTMENT / PROJECT MANAGEMENT
727.834.3604 | Sunset Building | 5418 Sunset Road | New Port Richey, FL 34652

Attachments: AAR No. 2 (Two Originals)
Agreement for IFB-KM-25-068
Notice to Proceed

TRANSPORTATION ENGINEERING DEPARTMENT
727.834.3604 I Sunset Building I 5418 Sunset Road I New Port Richey, FL 34652

Pasco County, Florida

ALLOWANCE AUTHORIZATION RELEASE (AAR)

CONTRACT: **Cypress Creek Road and County Line Road Intersection Improvements**

CONTRACTOR: **Kamminga & Roodvoets, Inc.** **AAR No. 2**

Bid No.: **IFB-KM-25-068** Project Number: **X11235.10**

The CONTRACTOR is hereby authorized and directed to make the following changes to the above contract, in accordance with all applicable requirements. The CONTRACTOR waives any and all claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this AAR.

The purpose of this AAR is to Add/Delete items as required for project completion.

DESCRIPTION OF ALLOWANCE WORK TO BE PERFORMED:	COST IMPACT:	DAYS:
Item 110-1-1, Clear & Grub, Lump Sum. Add $2,487.00, Addition of Lump Sum.	$2,487.00	0
Item 327-70-6, Milling Existing Asphalt Pavement 1-1/2-inch, Addition of Lump Sum.	$10,462.63	0
Item 334-1-53, SuperPave Asphaltic Concrete SP-12.5 Traffic Level C PG76-22, Add15 Tons @ $494.00 per ton.	$7,410.00	0
Total	**$20,359.63**	**0**

Allowance Work Included in Contract:	$71,930.00	60
Total of All Previous AAR's:	$1,843.94	0
Balance of Allowance Work available:	$70,086.06	60
Total Allowance Work – this AAR:	$20,359.63	0
Remaining Allowance Work balance:	**$49,726.43**	**60**

TRANSPORTATION ENGINEERING DEPARTMENT

727.834.3604 I Sunset Building I 5418 Sunset Road I New Port Richey, FL 34652

Whereupon this AAR No. 2 has been executed by the parties or by their respective authorized representatives.

CONTRACTOR:

Witness

By: _____ [SEAL]

Witness

Name: James Barnes

Title: Vice President

Date: 4-22-26

COUNTY: Pasco County, Florida

By: _____

Name: Branford N. Adumuah

Title: Assistant County Administrator (Public Infrastructure)

Date: 4/28/26

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
OFFICE OF PASCO COUNTY ATTORNEY

By: _____ Date: 5-1-26

TRANSPORTATION ENGINEERING DEPARTMENT

727.834.3604 I Sunset Building I 5418 Sunset Road I New Port Richey, FL 34652

AGREEMENT

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, FLORIDA, by and through its Board of County Commissioners, hereinafter called COUNTY, and Kamminga & Roodvoets, Inc., hereinafter called the CONTRACTOR, whose business address is 5219 Cone Road, Tampa, FL 33610.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The CONTRACTOR shall provide to the COUNTY, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for:

   Solicitation Title: Cypress Creek Road and County Line Road Intersection Improvements

   Bid No.: IFB-KM-25-068

2. The CONTRACTOR shall complete the Work to be performed under this Agreement within 180 calendar days (the initial Contract Time) from the date of the Notice to Proceed issued by the COUNTY.

3. In addition to the number of calendar days specified for the initial Contract Time in the preceding paragraph, 60 calendar days have been included in the overall Contract Time for allocation to the CONTRACTOR for performance of Allowance Work in accordance with the Allowances provision of the Contract Documents.

4. **Time is of the essence for this Agreement.** Timely completion of the Work after the issuance of the aforesaid Notice to Proceed is of central importance to the COUNTY. This Project has certain various critical milestones to be met.

5. **Liquidated damages shall apply to compensate for delays.** The parties acknowledge and agree that the damages to the COUNTY associated with any delay in completion of the Project are not readily ascertainable as of the time of execution of this Agreement, and concur that the sum of $ 1685.00 per diem, bears a reasonable relationship to the actual damages which the COUNTY would suffer as a consequence of any such delay in completion of the Work. The parties agree that such sums are reasonable and would not constitute a penalty against the CONTRACTOR. In arriving at these sums, consideration has been given to the loss to the public of the use of the Project due to delay, the additional administrative costs caused by any delay, higher labor and material costs associated with delay, risks associated with litigation from delay, and other factors. Failure to complete the Work by any Milestone Date(s) set forth in the agreed

upon Work Schedule or in this Agreement, up to and including that for Final Completion, therefore, shall entitle the COUNTY to deduct these sums from the Contract Price for each day of delay in meeting each such Milestone Date. The amounts of Liquidated Damages for individual Milestone Dates are additive for each day of delay they are concurrently in effect.

6. This Agreement includes and incorporates by reference all Contract Documents, as the term Contract Documents is defined within Article 1 of the General Conditions.

7. The total Contract Price for the full and complete performance by Contractor of all Work required by the Contract Documents shall not exceed $ 846,248.60, unless otherwise modified as provided herein. The total Contract Price includes **$100.00** for Indemnification, **$100.00** for termination for convenience, $ 71,930.00 for Allowance Work, and $ N/A for Alternate No. N/A. Payment shall be made not more often than once per month and in accordance with the Contract Documents.

8. During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

9. The CONTRACTOR shall furnish to the COUNTY (when and in the manner required by the Contract Documents) all appropriate Certificates of Insurance, and a Performance Bond and/or Payment Bond for the Contract Price within ten (10) days following Notification of Award.

10. The COUNTY and the CONTRACTOR acknowledge the acceptance from the Bid Proposal of the following Alternate(s).

No. N/A	No. _____	No. _____	No. _____
No. _____	No. _____	No. _____	No. _____

The COUNTY and the CONTRACTOR acknowledge that the corresponding price as shown in the

Bid Proposal for each accepted Alternate is incorporated in the amount of compensation specified in paragraph 7 above.

11. The COUNTY and the CONTRACTOR acknowledge that all addendums issued with respect to this Project are herein incorporated into the list of Contract Documents listed in Article 1 of the General Conditions.

12. The funding required for this Project is contingent upon the availability of County funds and the appropriation of such funds by the Board of County Commissioners.

13. This Agreement and any changes hereto shall constitute the entire agreement between CONTRACTOR and COUNTY relating to Work. This Agreement supersedes all previous or contemporary representations or warranties of COUNTY or CONTRACTOR not set forth or referenced in the Contract Documents.

14. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on the COUNTY unless in writing and executed by the Board of County Commissioners.

15. Waiver by the COUNTY of a breach of any provision of this Agreement by the CONTRACTOR shall not be deemed to be a waiver or any other breach and shall not be construed to be a modification of the terms of this Agreement.

16. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair the rights of the COUNTY with respect to any liabilities, whether or not liquidated, of the CONTRACTOR to the COUNTY theretofore accrued.

17. The duties and obligations imposed upon the CONTRACTOR by this Agreement and the rights and remedies available hereunder, shall be in addition, and not limited, to any otherwise imposed or available in law or in equity, whether by statute, special guarantee, or otherwise.

18. The CONTRACTOR shall at all times remain an independent contractor and shall have no power, nor shall the CONTRACTOR represent that the CONTRACTOR has any power, to bind COUNTY or to assume or to create any obligation expressed or implied on behalf of the COUNTY.

19. This Agreement shall be binding upon, and its benefits and advantages shall inure to the heirs, personal representatives, successors and assigns of the parties hereto.

20. The parties agree that if any part, term, or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable with the remainder of the Agreement remaining valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last day written below (bid award date for the Project subject thereto).

ATTEST: CLERK OF THE CIRCUIT COURT AND COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY, FLORIDA

By: BCC DA19-2025-TE025-0889

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

By: _____

Chairman Kathryn Starkey

APPROVED
IN SESSION
AUG 19 2025
PASCO COUNTY
BCC

Date: _____, 20____

CONTRACTOR:

Kamminga & Roodvoets, Inc.
(NAME OF COMPANY)

BY: _____
(SIGNATURE)

James Barnes
(PRINTED NAME)

Vice President
(TITLE OF SIGNER)

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me on June 9th, 2025, by means of:
[✓] **physical presence,** or
[ ] **online notarization**
by:

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] James Barnes, who executed the foregoing instrument as [Title] Vice President
of [Corporation or Company Name] Kamminga & Roodvoets, Inc., a:
[✓] **corporation,** or
[ ] **limited liability company**
organized under the laws of [State] Michigan,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____
_____, a [State] _____ partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] _____, as attorney in fact.

****

Said person is (check one below):
[✓] **Personally known to me,** or
[ ] **Has produced** _____ **as identification.**

Delaney Marsonek
Signature of person taking acknowledgment

[Notary Stamp or Seal]

Delaney Marsonek
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

DELANEY MARSONEK
MY COMMISSION # HH 162788
EXPIRES: September 17, 2025
Bonded Thru Notary Public Underwriters

Kamminga & Roodvoets, Inc.

MICHIGAN OFFICE • 3435 Broadmoor, S.E. • Grand Rapids, MI 49512 • Ph. (616) 949-0800 • Fax (616) 949-1894
FLORIDA OFFICE • 5219 Cone Road • Tampa, FL 33610 • Ph. (813) 623-3031 • Fax (813) 628-4490
– AN EQUAL OPPORTUNITY EMPLOYER –

To Whom It May Concern:

From: Kamminga & Roodvoets, Inc.

The following is a resolution adopted by the Kamminga & Roodvoets Inc., Board of Directors at their annual meeting on November 9, 2024.

CONTRACT AUTHORITY:

"**RESOLVED**, that the following individuals are herby authorized to execute, on behalf of Kamminga & Roodvoets, Inc. any and all contracts with any governmental entity and to negotiate and sign all other contracts on behalf of this Corporation."

Kurt D. Poll.....President
James Barnes..... .....Vice President
Bradley Kreider.....V.P. Construction
Timothy Bergstrom .....Chief Estimator
Clay Barnes.....Estimator
Daniel Ringnalda.....Secretary/Treasurer
Brad Tidey.....Assistant Secretary – FL Operations

Daniel Ringnalda – Secretary/Treasurer

PASCO COUNTY FLORIDA
OPEN SPACES VIBRANT PLACES

NOTICE TO PROCEED

TO: James Barnes, Vice President
Kamminga & Roodvoets, Inc.
5219 Cone Road
Tampa, FL 33610

PROJECT NAME: **Cypress Creek Road and County Line Road Intersection Improvements**

CONTRACT NUMBER: **Bid No.: IFB-KM-25-068**

You are hereby notified to commence work on **January 5, 2026**, in accordance with the agreement dated **August 19, 2025**, and you are to complete the work within **one hundred and eighty (180) calendar days** thereafter.

The date for completion of all work is, therefore, **July 4, 2026**. The agreement also includes an additional **sixty (60) calendar days** for allowance work, if necessary and approved. This would provide for a completion date of the work on **September 2, 2026**.

WITNESS: John P Baldetti
Digitally signed by John P Baldetti
Date: 2025.12.30 14:22:58 -05'00'

BY: Panos Kontses
Digitally signed by Panos Kontses
Date: 2025.12.30 14:21:32 -05'00'
Panos Kontses, P.E., CPM
Assistant Transportation Engineering Director

DATE: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged.

WITNESS: Anthony Rosenthal
Digitally signed by Anthony Rosenthal
Date: 2026.01.05 06:54:06 -05'00'

BY: _____
Vice President

DATE: 1-5-26

Retain one original and forward one original of this NOTICE TO PROCEED to the Pasco County Project Management Division, 5418 Sunset Road, New Port Richey, Florida 34652-1733.

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES

ec: Branford Adumuah, Assistant County Administrator (Public Infrastructure)
Panos Kontses, P.E., CPM, Assistant Transportation Engineering Director
Amanda Stancanelli, Capital & Administration Manager
William J. Kelleher, P.E., CEI Manager
Michael E. Miller Sr., P.E., CAPM, Engineer II
Cody Downing, Accountant I, Public Infrastructure Administration

PK/MM/AD/TED26-0144

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** NI26-0130 **DATE:** 6/16/2026

SUBJECT: Task Order No. TED26-0150 (RSQ-KM-23-060) – Cumbey and Fair, Inc. – Equal Employment Opportunity Compliance Services for the School Road Multi-Use Path (From Community Center Road to U.S. Highway 41) (TED26-0150)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0130 TED26-0150 Approved Task Order Package

PASCO COUNTY FLORIDA
OPEN SPACES. DIFFERENT PLACES.

INTEROFFICE MEMORANDUM

RECEIVED
APR 02 2026
Pasco County Attorney's Office

DATE: March 24, 2026 COMMISSION DISTRICTS: 4 FILE NO.: TED26-0150

TO: Michael J. Carballa, P.E., County Administrator
Carrie C. Roberts, Purchasing Director

FROM: Panos Kontses, P.E., CPM, Interim Transportation Engineering Director Panos Kontses Digitally signed by Panos Kontses Date: 2026.03.24 12:41:26 -04'00'

THRU: Branford N. Adumuah, Assistant County Administrator (Public Infrastructure) Branford N. Adumuah Digitally signed by Branford N. Adumuah Date: 2026.03.24 15:57:35 -04'00'

REFERENCES: RSQ-KM-23-060, PU23-0036, PMM24-010, TED25-0348

SUBJECT: Task Order No. TED26-0150 – Cumbey and Fair, Inc. – Equal Employment Opportunity Compliance Services for the School Road Multi-Use Path (From Community Center Road to U.S. Highway 41) – $25,390.95

Summary: Approve Task Order No. TED26-0150 in the total Not to Exceed (NTE) amount of $25,390.95 for Fiscal Year (FY) 2026 with Cumbey and Fair, Inc. (Cumbey and Fair) to provide Equal Employment Opportunity compliance services as required by the Local Agency Program (LAP) Agreement between Pasco County and the Florida Department of Transportation for the School Road Multi-Use Path from Community Center Road to U.S. Highway 41 (the Project) (TED25-0348).

Background: On December 20, 2023, the County Administrator approved the Professional Services Agreement for continuing miscellaneous professional engineering services with Cumbey and Fair, effective October 1, 2023, pursuant to solicitation no. RSQ-KM-23-060 (PU23-0036; NI24-0206). The Agreement allows the Transportation Engineering Department (TED) to issue task orders for services related to planning, design, construction, installation, operation, and administration of Transportation Capital Improvement Program projects (IOM No. PMM24-010).

Services: Cumbey and Fair shall monitor and ensure that the construction contractor complies with all provisions of federal Form FHWA-1273 throughout the duration of the Project., Form FHWA-1273 contains mandatory federal requirements for all highway construction contracts receiving Federal-aid funding, including, but not limited to, Equal Employment Opportunity, federal wage and labor standards, and Disadvantaged Business Enterprise requirements. The services for this Task Order are further detailed in the attached Exhibit "A," Scope of Services.

Time for Completion: The services for this Task Order shall begin upon issuance of the Notice to Proceed (NTP) and be completed within 90 calendar days following the issuance of the Certificate of Final Completion to the construction contractor.

Fees: The fee summary, provided in the attached Exhibit "B," has been evaluated by the TED team and found

TRANSPORTATION ENGINEERING | PROJECT MANAGEMENT
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to be reasonable.

The Project involves the construction of an 8-foot-wide concrete multi-use path extending approximately 1,000 feet along east side of School Road from Community Center Road to U.S. Highway 41. Construction duration is anticipated to be approximately one-hundred and sixty (160) calendar days.

Project Phase	Schedule Start	Schedule Finish	Fiscal Year	Budget Amount
Design	May 2024	April 2025	2024	$74,522.00
Construction	April 2026	October 2026	2026	$278,521.30
Equal Employment Opportunity (EEO) Compliance Services	April 2026	October 2026	2026	$25,390.25
			Total:	**$378,433.55**

Funding in the amount of $25,390.95 is budgeted and available for FY 2026 in the Mobility Fees Central Bike/Ped Fund, Transportation Engineering Department, Project Number 23013.

The Project Management Division of TED, with the Purchasing Department's concurrence, requests approval of Task Order No. TED26-0150 with the Consultant in the LS amount of $25,390.95 for FY 2026.

Please contact Will Kelleher, P.E., with any questions or concerns.

APPROVALS:

4/21/26
Michael J. Carballa, P.E., County Administrator

3-31-26
Carrie C. Roberts, Purchasing Director

TRANSPORTATION ENGINEERING | PROJECT MANAGEMENT
727.834.3604 | Sunset Building | 5418 Sunset Road | New Port Richey, FL 34652

ATTACHMENTS:

1. TED26-0150 Task Order No. TED25-0150 (One Original)
2. TED26-0150 Exhibit A - Scope of Services (One Original)
3. TED26-0150 Exhibit B - Fee Summary (One Original)
4. TED26-0150 Professional Services Agreement Package PMM24-010
5. TED26-0150 Division of Corporations – Sunbiz
6. TED26-0150 Location Map

cc: Panos Kontses, P.E., CPM, Interim Transportation Engineering Director

BNA/PK/WK/AD

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727.834.3604 | Sunset Building | 5418 Sunset Road | New Port Richey, FL 34652

PASCO COUNTY, FLORIDA

TASK ORDER NO. TED26-0150

School Road Multi-Use Path (From Community Center Road to U.S. Highway 41)

This Task Order No. TED26-0150 between Pasco County, Florida, by and through its Board of County Commissioners ("County"), and Cumbey and Fair, Inc. (Consultant), is executed pursuant to the Professional Services Agreement for solicitation no. RSQ-KM-23-060, effective as of October 1, 2023 ("Agreement"), which is incorporated herein by reference.

1. **SCOPE OF SERVICES**

The Scope of Services to be rendered by Consultant is described within Exhibit "A" of this Task Order, which is attached hereto and made part hereof as if fully set forth herein.

2. **TERM**

The term of this Task Order shall begin on the date the Task Order is signed by the County, and shall continue as set forth within Exhibit "A" of this Task Order. Any separate written Notice to Proceed issued pursuant to this Task Order shall become part of it.

3. **COMPENSATION AND METHOD OF PAYMENT**

The Consultant will be paid for these services in accordance with Exhibit "B" of this Task Order, the Fee Summary, which is attached hereto and made part hereof as if fully set forth herein. The maximum compensation amount under this Task Order is twenty-five thousand three hundred ninety and 95/100 dollars ($25,390.95).

4. **CONFLICT**

To the extent there is a conflict between the terms of the Agreement and this Task Order, the terms of the Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Task Order No. TED26-0150, effective the last date listed below.

Approved as to Legal Form and Sufficiency:

Pasco County Attorney's Office

Michael J. Carballa, P.E.
County Administrator
Per §2-110 Purchasing Ordinance

4/21/26
Date

Consultant:

CUMBEY AND FAIR, INC.

Signature

Timothy E. Bourne
Print or Type Name

President
Title

03/24/2026
Date

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} **ss**
COUNTY OF Pinellas }

The foregoing instrument was acknowledged before me on 3/24, 20 26, by means of:
[X] **physical presence** or
[ ] **online notarization**
by *[as applicable, complete one (1) of the four (4) choices below]*:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] Timothy E. Bourne, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] Cumbey And Fair, Inc., a:
[X] **corporation** or
[ ] **limited liability company**
organized under the laws of [State] Florida,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name] _____, Partner (or Agent), on behalf of [Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] _____, as attorney in fact for _____.

****

Said person is (check one below):
[X] **Personally known to me**, or
[ ] **Has produced** _____ **as identification,**
on behalf of _____.
[*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]

SYLVIE CROLAND
MY COMMISSION # HH 410151
EXPIRES: August 25, 2027

[Notary Stamp or Seal]

_____
Signature of person taking acknowledgment

SYLVIE CROLAND
Print Notary's Name
(This must be provided per § 117.05, F.S.)

EXHIBIT "A"

SCOPE OF SERVICES

FOR
SCHOOL ROAD MULTI-USE PATH
(FROM COMMUNITY CENTER ROAD TO U.S. HIGHWAY 41)
EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMPLIANCE
FOR LAP PROJECTS

TASK ORDER NO. TED26-0150
WORK ORDER NO. 23013.10

March 2026

Pasco County Transportation Engineering Department
Project Management Division
5418 Sunset Rd.
New Port Richey, Florida 34652

I. DESCRIPTION OF SERVICES

The Consultant shall provide Equal Employment Opportunity (EEO) compliance services, including monitoring the construction contractor's performance and subcontractors' performance, to ensure complete compliance with all applicable federal requirements, including but not limited to, those requirements set forth under , federal Form FHWA-1273, including but not limited to, Title VI of the Civil Rights Act of 1964 requirements, Equal Employment Opportunity ("EEO") requirements, On-the-Job Training (OJT) requirements, Wages and Labor Standards requirements, Disadvantaged Business Enterprise ("DBE") requirements, related subcontractor monitoring requirements, and all other such requirements related to the funding of the Project (collectively "FHWA 1273 Compliance Requirements"). The Consultant shall provide these compliance services from pre-construction through the time specified in the Section IV (Length of Services) below for the School Road Multi-Use Path from Community Center Road to U.S. Highway 41 ("Project"), which is funded by the Florida Department of Transportation ("FDOT")'s Local Agency Program ("LAP").

The Project involves the construction of an 8 ft wide concrete multi-use path extending approximately 1,000 feet along east side of School Road. Construction of the Project will be performed by a construction contractor secured through the County's competitive solicitation process ("Construction Contractor"). The Consultant shall ensure the Construction Contractor and any subcontractors comply with all applicable FHWA 1273 requirements. Construction duration is anticipated to be approximately one-hundred and sixty (160) calendar days.

II. SCOPE OF SERVICES

The Consultant shall provide comprehensive FHWA 1273 compliance support for the Project to the County. Support activities include but are not limited to: coordination with FDOT's District 7 office and various auditing agencies, for example FDOT (or whomever FDOT has contracted with to perform this duty) and the Federal Highway Administration, as appropriate, to review, advise, and provide expert guidance on EEO compliance, Title VI compliance, and all other FHWA 1273 Compliance Requirements in connection with the Project. The Consultant shall serve as the project Resident Compliance Specialist (RCS) for the purpose of monitoring and ensuring compliance with all applicable federal regulations.

III. SERVICES TO BE PROVIDED

Task 1 FHWA 1273 Compliance Support and Training

1.1 General Support and Training

The Consultant shall:

1.1.1 Perform training services related to County's duties/responsibilities per the FHWA 1273 Compliance Requirements for the Project. Perform mock audits of County processes and LAP projects that are underway or complete to

ensure compliance is met prior to official audits.

1.1.2 Assist in the development and update of spreadsheets, checklists, and associated program and project materials for the Project.

1.1.3 Assist with duties related to FHWA 1273 Compliance Requirements.

1.1.4 Provide training to County staff related to FHWA 1273 Compliance Requirements and related matters including but not limited to those listed above.

1.1.5 Conduct Project pre-construction meetings to discuss DBE, EEO, OJT, and Prevailing Wage Rate Provisions and any other applicable FHWA 1273 required contract provisions for federal aid contracts with the Construction Contractor and ensure all relevant Project personnel attend the meeting.

1.1.6 Ensure the Construction Contractor provides a pre-construction package prior to beginning work; ensure pre-construction meeting minutes are distributed to all attendees, properly uploaded, and retained; and satisfy any other pre-construction FHWA 1273 requirements.

1.1.7 Issue and explain all relevant notices, procedures and forms, including those posted to the Project job-site bulletin board.

1.1.8 Ensure the Construction Contractor enters the anticipated DBE participation commitments into the federal Equal Opportunity Compliance (EOC) system prior to the pre-construction meeting.

1.1.9 Ensure that the Construction Contractor posts and maintains required notices and posters throughout the life of the Project, including the Construction Contractor's EEO policy, wage decision and additional classifications, if any.

1.1.10 Ensure the Construction Contractor incorporates the FHWA 1273 form into all Federal-aid subcontracts.

1.1.11 Monitor on-site compliance FHWA 1273 Compliance Requirements, EEO-required contract provisions, labor compliance and training special provisions, as applicable.

1.1.12 Review certified payrolls and labor interviews

1.1.13 Review and approve the DBE commitments and payments entered in EOC by the (prime) Construction Contractor.

1.1.14 If the Consultant discovers that the Construction Contractor has failed to adhere to applicable FWHA 1273 Compliance Requirements, Consultant shall, within 72 hours of discovery of the violation, issue a Notice of Noncompliance via email to the Construction Contractor. If Construction Contractor remains non-compliant 7 business days after the date that the Notice of

Noncompliance is sent via email, the Consultant shall issue a Deficiency Warning Letter to the Construction Contractor via email. If Construction Contractor remains non-compliant 7 business days after the date that the letter is sent via email, the Consultant shall provide a copy of the letter to the "Project Representative" for signature, as that term is defined in the construction contract for the Project. The Consultant is responsible for verifying the email address(es) for which to send all notices and letters.

1.1.15 Nothing in the above section shall prevent Consultant from taking other reasonable steps or shorter periods between corrective actions to ensure the Construction Contractor follows all FHWA 1273 Compliance Requirements.

1.1.16 The Consultant shall provide the County a written copy of all notices or documents regarding failure to comply with any requirements issued by the Consultant to the Construction Contractor or any subcontractor, including but not limited to any Notices of Noncompliance and Deficiency Warning Letters. The Consultant shall provide the County with such copies at the time the Consultant issues the notice or other document to the Construction Contractor or subcontractor, or as soon thereafter as practicable. The Consultant shall confirm the County's receipt of such copies.

1.1.17 The Consultant shall provide additional training and instructions regarding FHWA 1273 Compliance Requirements upon request from the Construction Contractor.

1.1.18 Prepare the required EEO reports and other reports required for compliance with FHWA-1273.

1.1.19 Address any FDOT review findings in a timely manner and notify the District Contract Compliance Manager (DCCM) and/or District Local Programs (LP) Administrator once all findings have been addressed.

1.2 LAP FHWA 1273 Training and Coordination

1.2.1 Organize, plan, prepare, and present all EEO training sessions required for the Project to receive/utilize LAP/federal funding.

1.2.2 Such training may be informal meetings to ensure the Construction Contractor and any subcontractor understand the requirements of FWHA 1273. Nothing in this paragraph shall prevent Consultant from using more formal means of training.

1.3 LAP Project Closeout

1.3.1 Consultant shall ensure resolution of outstanding Document

Requests, Notices of Non-Compliance (NNC) and Payroll Violations.

1.3.2 Consultant shall assemble, complete, and submit all FHWA 1273/EEO Compliance documents required for Substantial and Final Completion Audit and Project Closeout.

IV. LENGTH OF SERVICES

The services to be provided pursuant to Task Order TED26-0150 shall commence on the date specified in the written Notice to Proceed, which shall become part of the Agreement and Task Order. The services shall be completed within ninety days (90) calendar days after the Certificate of Final Completion is issued for the construction of the Project by the Construction Contractor.

V. COMPENSATION

Invoicing for the EEO compliance services under this Task Order shall be based on the agreed-upon Lump Sum amount, which is attached in Exhibit B to this Task Order and is based on the rates delineated in the Pasco County Professional Services Agreement between the County and the Consultant (awarded under Solicitation No. RSQ-KM-23-060). The Consultant will invoice the County monthly based on the portion of the work provided under the Task Order in the preceding month.

- END OF EXHIBIT "A" -

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

EXHIBIT "B"
FEE SUMMARY

SCHOOL ROAD MULTI-USE PATH
EQUAL EMPLOYMENT OPPORTUNITY (EEO)
COMPLIANCE FOR LAP PROJECTS
TASK ORDER NO. TED26-0150
WORK ORDER NO. 23013.10
MARCH 2026

Exhibit B	Fee Type (LS or NTE)	Cumbey & Fair, Inc.		Fee
		Senior Project Manager	Designer	
		Hourly Rate	Hourly Rate	
		$272.05	$109.25	
		Hours	Hours	
Task 1. Project Management				
1.1 - General Support and Training	**LS**	4	90	$10,920.70
1.2 - LAP EEO Training and Coordination	**LS**	4	90	$10,920.70
1.3 - LAP Project Closeout	**LS**	1	30	$3,549.55
Task 1 Subtotal		**9**	**210**	**$25,390.95**
Grand Total	**LS**	**9**	**210**	**$25,390.95**

LS: Lump Sum
NTE: Not to Exceed

PASCO COUNTY FLORIDA

INTEROFFICE MEMORANDUM

DATE:	November 8, 2023	COMMISSION DISTRICTS: ALL	FILE NO.: PMM24-010

TO: Michael J. Carballa, P.E., County Administrator
Carrie C. Roberts, Purchasing Director

Branford N. Adumuah Digitally signed by Branford N. Adumuah Date: 2023.11.13 14:15:19 -05'00'

THRU: Branford N. Adumuah, Assistant County Administrator (Public Infrastructure)

FROM: Nick Uhren, P.E., County Engineer/Engineering Services Director NU

SUBJECT: Professional Services Agreements for RSQ-KM-23-060 (Continuing Miscellaneous Professional Engineering Services) – Multiple Vendors – No Funding Required

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RECOMMENDED ACTION:

Approve the award of the Professional Services Agreements for Continuing Miscellaneous Professional Engineering Services for RSQ-KM-23-060 to the following firms: HNTB Corporation (HNTB); American Consulting Engineers of Florida, LLC (American); H.W. Lochner, Inc., (HW Lochner); Johnson Engineering, Inc. (Johnson); HDR Engineering, Inc. (HDR); Coastal Design Consultants, Inc. (Coastal); Cumbey and Fair, Inc. (Cumbey); AECOM Technical Services, Inc. (AECOM); WSP USA, Inc. (WSP); Kisinger, Campo & Associates, Corp. (KCA); DRMP, Inc. (DRMP); Burgess & Niple, Inc. (Burgess); Ayres Associates Inc. (Ayres); Pennoni Associates Inc. (Pennoni); and Atkins North America, Inc. (Atkins); for a three-year contract term with two optional one-year renewals, unless canceled in accordance with the solicitation documents.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On March 15, 2023, at the request of the Project Management Division, the Purchasing Department solicited a Request for Statements of Qualifications (RSQ) RSQ-KM-23-060 for Continuing Miscellaneous Professional Engineering Services. The specifications were prepared by the Project Management Division. All provisions of the Purchasing Ordinance have been met.

On April 18, 2023, all responses received were publicly opened, with the names of the responding firms being read. One hundred and thirty-six vendors downloaded the solicitation. Twenty-seven responses were received, four of which were from Pasco County. A summary of the download history for this solicitation is attached.

A five-member committee evaluated the subject responses. The Evaluation Committee members were Branford Adumuah, Assistant County Administrator (Public Infrastructure); Adolfo Gonzalez, Utilities Engineering Director; Panos Kontses, Assistant Engineering Services Director;Clayton Watkins, Engineering Manager; and William Poon, Sr. Engineer. On May 17, 2023, at a properly noticed public meeting, the Evaluation Committee discussed and carefully considered each proposer's qualifications and experience as outlined in their proposals. After scoring, the ranking of the top fifteen responses were as follows: HNTB; American; HW Lochner; Johnson; HDR; Coastal; Cumbey; AECOM; WSP; KCA; DRMP; Burgess; Ayres; Pennoni; and Atkins. The Evaluation Committee voted and recommended that the fifteen firms should be shortlisted for negotiations.

On July 11, 2023, at the Board of County Commissioners (BCC) meeting, the shortlist for the Continuing Miscellaneous Professional Engineering Services RSQ-KM-23-060 was approved, which included the following fifteen firms in ranked

order: HNTB; American; HW Lochner; Johnson; HDR; Coastal; Cumbey; AECOM; WSP; KCA; DRMP; Burgess; Ayres; Pennoni; and Atkins. The BCC also delegated authority to the County Administrator under Section 2-110(c) of the Pasco County Purchasing Ordinance to negotiate and execute contracts with all shortlisted firms, in order to secure professional services for Continuing Miscellaneous Professional Engineering Services.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action. Funding will be requested as needed based on issuance of Task Orders.

Please contact Clayton T. Watkins, P.E. with any questions or concerns.

DISTRIBUTION:
Return the original documents to Engineering Service Project Management for distribution to the Consultants.

APPROVALS:

Carrie C. Roberts, Purchasing Director — Date: 11/13/23

Michael J. Carballa, P.E., County Administrator — Date: 12/19/23

ATTACHMENTS:

1. RSQ-KM-23-060 – Agreement – AECOM Technical Services, Inc. (Two Originals)
2. RSQ-KM-23-060 – Agreement – American Consulting Engineers of Florida, LLC (Two Originals)
3. RSQ-KM-23-060 – Agreement – Atkins North America, Inc. (Two Originals)
4. RSQ-KM-23-060 – Agreement – Ayres Associates, Inc. (Two Originals)
5. RSQ-KM-23-060 – Agreement – Burgess & Niple, Inc. (Two Originals)
6. RSQ-KM-23-060 – Agreement – Coastal Design Consultants, Inc. (Two Originals)
7. RSQ-KM-23-060 – Agreement – Cumbey and Fair, Inc. (Two Originals)
8. RSQ-KM-23-060 – Agreement – DRMP, Inc. (Two Originals)
9. RSQ-KM-23-060 – Agreement – HDR Engineering, Inc. (Two Originals)
10. RSQ-KM-23-060 – Agreement – HNTB Corporation (Two Originals)
11. RSQ-KM-23-060 – Agreement – H.W. Lochner, Inc. (Two Originals)
12. RSQ-KM-23-060 – Agreement – Johnson Engineering, Inc. (Two Originals)
13. RSQ-KM-23-060 – Agreement – Kisinger Campo and & Associates, Corp. (Two Originals)
14. RSQ-KM-23-060 – Agreement – Pennoni Associates, Inc. (Two Originals)
15. RSQ-KM-23-060 – Agreement – WSP USA Inc. (Two Originals)
16. Memorandum No. PU23-0036
17. RSQ-KM-23-060 – Solicitation
18. RSQ-KM-23-060 – Division of Corporations - Sunbiz (All Consultants)

ec: Panos Kontses, P.E., Assistant Engineering Services Director, pkontses@pascocountyfl.net

BNA/NU/PK/CTW/amf

PASCO COUNTY PROFESSIONAL SERVICES AGREEMENT

THIS **PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as "Agreement") by and between Pasco County, Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "County"), and Cumbey and Fair, Inc., a Florida for-profit corporation licensed in the State of Florida, whose address is 2463 Enterprise Road, Clearwater, Florida 33763 (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, the County issued a Request for Statements of Qualifications (**RSQ-KM-23-060**), together with any addenda ("RSQ") for the **CONTINUING MISCELLANEOUS PROFESSIONAL ENGINEERING SERVICES,** to secure an experienced Consultant to render ongoing and as needed professional engineering services to implement the County's Transportation Capital Improvement Program (TCIP) and support other projects as assigned, as appropriate; and

WHEREAS, the Consultant submitted a response to the RSQ which was deemed by the County as the most responsive and responsible; and

WHEREAS, the Consultant desires to render certain architectural, engineering, and related services as defined in the Agreement and as more fully described in specific Task Orders that will be separately executed under this Agreement, and the Consultant hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the selection and engagement of the Consultant has been made by the County based on the Consultant's response to the RSQ and the County's solicitation process, and in accordance with the provisions of the Consultant's Competitive Negotiation Act, Chapter 287.055, Florida Statutes; and

WHEREAS, the Consultant hereby certifies that it has been granted and possesses a valid, current license to do business in the State of Florida and in Pasco County, Florida, issued by those state boards and/or governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the Consultant has been informed of and has reviewed the professional services required to be performed pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with the provisions, conditions, and terms hereinafter set forth in this Agreement and any executed Task Orders and Change Orders; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties, as indicated by their respective execution of this Agreement, agree that a Contract shall exist between the County and the Consultant specifically consisting

of:

SECTION 1 – DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, interpretation, and meaning of such terms as they appear throughout this Agreement.

1.1 – COUNTY

The term County shall refer to the Board of County Commissioners of Pasco County, a political subdivision of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the County's behalf relative to this Agreement.

1.2 - COUNTY ADMINISTRATOR

The term County Administrator shall refer to the County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them as set forth in this Agreement and pursuant to the Purchasing Ordinance of Pasco County, Florida.

1.3 – CONSULTANT

The term Consultant shall refer to the individual, company, or firm that will offer the Consultant Services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the work, materials, and/or services including work and materials required under the covenants, terms, and provisions contained in this Agreement and any and all Modifications, Task Orders, or Change Orders issued pursuant thereto.

1.4 – CONSULTANT SERVICES

The term Consultant Services or Services shall refer to all the work, materials, and services, and all related professional, technical, and administrative activities which are necessary to be provided and performed by the Consultant, its employees, and any subconsultants that the Consultant may engage to provide, perform, and complete the services required pursuant to the provisions of this Agreement, any Task Order, and as authorized under the Consultants' Competitive Negotiation Act ("CCNA").

The Consultant Services outlined below describes the general work and responsibilities the Consultant will be expected to perform. The professional engineering services will be ongoing and as needed on a task-order basis, to implement the County's Transportation Capital

Improvement Program (TCIP), and will support other projects as assigned, including, but not limited to, the following:

- Professional Engineering: Provide comprehensive professional engineering services related to roadways, bridges, intersections, multi-use paths, sidewalks, and utility capital improvements. Engineering services may include support for administration, planning, surveying, design, traffic forecasting modeling, collecting traffic data for modeling, drainage and environmental permitting, , plan and other deliverable reviews, scope of services and staff-hour estimate production and reviews, project management, constructability, value engineering reviews/analyses, project advertisement and bidding (procurement), and Construction Phase services including construction engineering and inspection (CEI).

- Procurement/Bidding: Provide services in support of the County's procurement/ solicitation processes for design and construction contractors, including preparation and reviews of scopes of services and staff-hours, as well as fee estimates provided in solicitation responses. Provide services in support of advertisement and bidding through attending Pre-Bid meetings, addressing bidders' requests for information, and reviewing and providing analyses of bids.

- Services to the Public: Provide services in support of public awareness, engagement, and outreach, including but not limited to: participation, presentation, coordination, and notification of public workshops and group meetings; coordination with County Commissioners; preparation of multimedia presentations and materials; notification of property owners; social media outreach and engagement; project specific websites production; graphic design support; and other public notifications, as required. Assist with and document Title VI compliance with special needs requests at public meetings and venues including bilingual capabilities, as necessary.

- Planning: Provide services in support of Planning Phases through performance of feasibility assessments, Route and Pond Siting Studies and Reports, Project Development & Environment (PD&E) studies, and traffic operations studies including signal warrant analyses, roundabout evaluations, safety studies, Intersection Control Evaluations (ICE), and other reports as needed or requested.

- GIS: Provide GIS assistance, as directed, to support the needs of the County.

- Design: Provide services in support of design through tasks including:

    - Data Collection: survey, all platforms of LiDAR, geotechnical investigation, and subsurface utility engineering (SUE)

    - Traffic Design: Perform and assist with the management and review of traffic forecasting modeling, collecting traffic data for modeling, and collecting data for

volume projections

- Maintenance of Traffic Plans
- Roadway Design, Drainage and Floodplain Compensation, Utility Coordination, Signing and Pavement Markings, Pavement Design, Permitting, and Maintenance of Traffic
- Signalization Design: Signal Design, Intelligent Transportation System (ITS), Structural Design of Mast Arms and Strain poles
- Lighting Design: Photometrics and pole design
- Structural Design: Retaining Walls, Bridges, Mast Arms, Strain Poles, Foundations, and other structures.

- Environmental Permitting: Prepare, manage, and review applicable environmental studies and the completion of required engineering and environmental documentation necessary to obtain approval from appropriate federal and state agencies. This also includes coordination with appropriate agencies, local officials, interested parties, and the general public. Coordinate with the applicable environmental permitting agencies (Southwest Florida Water Management District, U.S. Army Corps of Engineers, Florida Department of Environmental Protection, etc.) on behalf of the County to secure the necessary permits on a per-project basis.

- Cultural and Historic Resources: Provide cultural resource program services pursuant to the programs and regulations promulgated by the Florida Department of State Division of Historical Resources, including, but not limited to, performance of archaeological/historic structures surveys and subsequent reports, and historic architectural design.

- General Support to the County: Provide staff with sufficient knowledge and expertise of the subject-matter outlined herein, either on a full- or part-time basis, as requested by the County, to act as an extension of the County's staff. Provide services to the County in Project Management, Permitting, Construction, and other services to supplement County's resources. Provide other similar and/or associated services to the County on an as needed basis.

- Survey Assistance: Provide survey support services through performance of required surveys and title searches, development of right-of-way maps, legal descriptions, and parcel sketches, producing graphics, attending meetings, furnishing trial exhibits, and providing expert witness testimony.

- Quality Control: Provide services in support of miscellaneous plan, report, and other

engineering document reviews, including quality control, value engineering, and constructability reviews. The Professional shall be responsible for ensuring that work products submitted to the County by other professional/consulting firms conform with County standards and criteria, are of acceptable quality, and are constructible.

- Construction: Provide services in support of construction through constructability review of construction plans and specifications for contract bids, prepare construction duration estimates, prepare Traffic Control Plans (TCPs) upon request, attend pre-construction and progress meetings, provide contract management and schedule-keeping services, review shop drawings and other submittals, respond to contractor Requests for Information, provide construction engineering and inspection (CEI) services, and assist with construction projects closeouts.

- Transportation: Provide services in Intelligent Transportation Systems Support Services, prepare Advanced Traffic Management Systems (ATMS) plans, determine feasibility, and develop conceptual and design plans.

- County's FDOT Local Agency Program: Provide services in support of the County in the FDOT's Local Agency Program (LAP) process, in design, construction, and project closeout. Provide services in support of the County in the FDOT LAP Equal Employment Opportunity (EEO) assistance document processing in design, construction, and project closeout.

- Grant Writing: Provide services in support of grant writing for pursuits of State and Federal funding for various County programs and/or projects.

Work will be assigned on a task-order basis in the County's sole discretion.

1.5 – SUBCONSULTANT

The term Subconsultant shall refer to any individual, company, or firm offering Consultant Services that is engaged by the Consultant to assist the Consultant in providing and performing the Consultant Services for which the Consultant is contractually obligated, responsible, and liable to provide and perform pursuant to the provisions of this Agreement. The use of any Subconsultant(s) must be approved in writing by the County Administrator or his designee before such Subconsultant(s) may be retained by the Consultant.

The County shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement or contract entered into between the Consultant and any Subconsultant.

1.6 – ADDITIONAL SERVICES

The term Additional Services shall refer to such Consultant Services the County may request or

authorize the Consultant to provide or perform relative to this Agreement which are not included in the Agreement or Task Order. Additional Services shall be authorized by the execution of both parties to this Agreement of a Modification, a new Task Order, or a Change Order. Additional Services shall constitute a continuation of the Consultant Services under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement.

1.7 – MODIFICATION

The term Modification shall refer to a written document executed by both the County and the Consultant setting forth and authorizing Consultant Services or tasks which were not set forth in and are supplemental to this Agreement.

The amount of the change in contract compensation and time set forth in any Modification(s) executed and issued under this Agreement shall be understood and agreed by both the County and the Consultant to be fair, equitable, and adequate, and to represent the total of all costs associated with said Modification.

1.8 – TASK ORDER

The term Task Order shall refer to a written document executed by both parties to this Agreement, for which an individual Notice to Proceed may be issued that delineates a fixed number of days for completion of the specified Consultant Services, tasks, or scope of work set forth in the Task Order.

Through a properly executed Task Order and Notice to Proceed, the County provides authorization and notification to the Consultant to proceed to provide or perform certain Consultant Services, tasks, or work pursuant to the scope of Consultant's Services set forth in the Task Order and this Agreement. In the event that federal or state funding is ascertained, such additional state or federal provisions may be included in a Task Order as necessary. Each Task Order monetary amount shall be limited to the monetary thresholds set forth in section 287.055, Florida Statutes (the CCNA).

All terms in this Agreement shall be incorporated by reference in each executed Task Order, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of this Agreement will control over the conflicting provisions of any Task Order. Each fully executed Task Order shall become a supplement to and a part of this Agreement.

1.9 – CHANGE ORDER

The term Change Order shall refer to a written document executed by both the County and the Consultant setting forth and authorizing changes to the agreed-upon scope of Consultant Services, compensation, method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the Task Order(s), or previous

Change Order(s) issued thereto. The Change Order document shall set forth authorized changes to the scope of Consultant Services, tasks, work, or materials to be performed or provided by the Consultant as well as the compensation and method of payment, the schedule or time period for performance and completion, and the guidelines, criteria, and requirements pertaining thereto. Any changed compensation to the Consultant as a result of the Change Order shall be understood and agreed to be the total of all costs associated with said Change Order.

The time of performance for rendering Consultant Services pursuant to any Change Order shall commence to run from the date specified in the Notice to Proceed issued for said Change Order. The County specifically reserves the right to establish milestones for completion of the work required under the Change Order and/or to tie deliverables to any payment provided for under that Change Order.

All terms in this Agreement shall be incorporated by reference in each executed Change Order, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of this Agreement will control over the conflicting provisions of any Change Order. Each fully executed Change Order shall become a supplement to and a part of this Agreement.

1.10 – COUNTY PROJECT MANAGER

The term County Project Manager shall refer to that person employed by the County designated to serve and act on the County's behalf to provide direct contact and communication between the County and the Consultant throughout the effective period of this Agreement or, at the County's direction, for the duration of a particular Task Order and/or Change Order. The County Project Manager is not authorized to, and shall not, issue any verbal request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way: (1) the scope of Consultant Services to be performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and/or (3) the amount of compensation the County is obligated to pay the Consultant. The County Project Manager shall review and make appropriate recommendations on requests submitted by the Consultant for payment for services and work provided and performed pursuant to this Agreement and any Task Order(s) or Change Order(s) issued thereof.

1.11– CONSULTANT'S STANDARD HOURLY RATES

The Consultant's standard hourly rates for professional services rendered pursuant to this Agreement are those attached hereto as Exhibit "A," entitled "Standard Hourly Rates", which Exhibit "A" is specifically made part of this Agreement. The Standard Hourly Rates shall be considered the maximum rates for specific job and/or work classifications and shall cover all the Consultant's costs, including direct salaries, overhead, operating margin, and Reimbursable Expenses as delineated in Section 5 below. If the Consultant charges less than those maximum rates included in Exhibit "A," those charges will be considered acceptable

to the County.

Within sixty (60) calendar days after the first anniversary of the effective date of this Agreement, and each one (1) year anniversary thereafter, the Consultant may request in writing to the County an adjustment to those rates delineated in Exhibit "A". The County shall approve the rate adjustment or reject the rate adjustment until documentation substantiating the rate adjustment is provided by the Consultant and deemed acceptable to the County.

If the Consultant's Exhibit "A" covers multiple years, any request for a rate adjustment cannot exceed the multiple year rates included in the Consultant's Exhibit "A."

If the rate adjustment is found acceptable, it shall only be effective for Task Orders (not Change Orders) executed after the rate adjustment has been approved by the Board of County Commissioners. Therefore, any Change Orders executed after the approved rate adjustment shall continue to utilize the rates effective at the time of their originating Task Orders.

1.12 – CONSULTANT'S DIRECT SALARIES

The Consultant's Direct Salaries under this Agreement are those attached hereto as Exhibit "B," entitled "Consultant's Direct Salaries," which Exhibit "B" is specifically made a part of this Agreement. The Consultant's Direct Salaries shall be the established rates for specific employees or the average rates for specific employment classifications utilized by the Consultant. The Consultant's Direct Salaries shall be subject to verification by a current payroll register or other appropriate payroll or salary records, if requested by the County. Those Direct Salaries which are based on average rates for specific employment classifications shall require supporting documentation which identifies the Consultant's employees within the specific employment classes and their respective wage rates. Within sixty (60) days after the first anniversary of the effective date of this Agreement, the Consultant may request in writing an adjustment to the rates delineated in Exhibit "B." Adjusted rates for Direct Salaries, if any, shall not modify any limiting amount or maximum compensation amount established by any executed Task Order.

1.13 – NOTICE TO PROCEED

The term Notice to Proceed shall refer to a written document, executed by the County Administrator or his designee and issued to the Consultant, that shall notify the Consultant to commence work or to provide Consultant Services pursuant to a properly executed Task Order or Change Order. The time for performance of Consultant Services or work required pursuant to any properly executed Task Order or Change Order shall commence to run from the date specified in the Notice to Proceed.

SECTION 2 – TERM

Except as otherwise specified herein, this Agreement shall remain in full force and effect for a period of **three years, with two one-year options to renew,** from the effective date of this Agreement ("Effective Period"), unless terminated earlier as otherwise provided in this Agreement. The effective date for this Agreement shall be **October 1, 2023.**

Where applicable, in the event that a properly executed Task Order initiated within the term of the Agreement or Change Order to such Task Order requires or expressly permits work to be performed by the Consultant after termination of the Agreement, such Task Order or Change Order shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in said Task Order or Change Order. No new Task Orders may be issued, however, during this extension period.

SECTION 3 – CONSULTANT'S RESPONSIBILITIES

The obligations of the Consultant with respect to all Consultant Services authorized pursuant to this Agreement and any Task Order(s) and/or Change Order(s) issued thereof shall include, but not be limited to, the following:

3.1 – LICENSES

The Consultant agrees to maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Pasco County, Florida, including, but not limited to, licenses required by the respective regulatory boards and/or other governmental agencies responsible for regulating and licensing the Consultant Services provided and performed by the Consultant pursuant to this Agreement.

3.2 – PERSONNEL

(1) QUALIFIED PERSONNEL
The Consultant agrees that when services to be provided and performed pursuant to this Agreement relate to Consultant Services which, under the Florida Statutes, require a license, certificate of authorization, or other form of legal entitlement to practice such service, the Consultant will employ and/or retain only qualified personnel to be in responsible charge of all such services.

(2) CONSULTANT'S PROJECT DIRECTOR
The Consultant agrees to employ and designate in writing a qualified, and if required by law, a licensed professional, to serve as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating, and administering all aspects of the services to be provided and performed under this Agreement and any Task Order(s) and/or Change Order(s) issued thereof. The Consultant's Project Director shall have full

authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements, acceptable to the County, have been furnished to the County in writing.

(3) REMOVAL OF PERSONNEL FROM WORK ON THE PROJECT
The Consultant agrees, within seven (7) calendar days of receipt of a written request from the County, to promptly remove and replace the Consultant's Project Director, or any other personnel employed or retained by the Consultant, or personnel of any Subconsultant(s) engaged by the Consultant pursuant to this Agreement. The County may make such request for the removal of personnel with or without cause.

SECTION 4 – COUNTY'S RESPONSIBILITIES

Except as otherwise provided herein, the County's responsibilities are as follows:

4.1 – DESIGNATION OF AUTHORITY

The County hereby designates the County Administrator, or his designee, to act on the County's behalf with respect to the Scope of Services of this Agreement and any Task Orders or Change Orders issued thereunder, where applicable. The County Administrator, or his designee, shall have complete authority to transmit instructions, receive information, interpret, and define County's policies and decisions with respect to materials, elements, and systems pertinent to Consultant's services.

4.2 – DESIGNATION OF COUNTY PROJECT MANAGER

The County agrees, after execution of this Agreement, to properly advise the Consultant, in writing, of the person designated to serve and act as the County Project Manager pursuant to the provisions of Section 1.10 of this Agreement.

4.3 – INFORMATION PROVIDED BY THE COUNTY

The County shall provide, within a reasonable time from request of the Consultant, existing data, plans, reports, and other information in the County's possession or under the County's control which are necessary for the performance of the duties of Consultant in the Scope of Services, and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria, and other requirements that exist at the time of signing of this Agreement or which may develop during the performance of this Agreement.

The County shall make available to the Consultant all information and data relative to the Consultant Services to be provided pursuant to this Agreement in the County's possession, including the County's objectives and constraints, previous studies, surveys, aerial photographs, maps, environmental reports, photographs, analytical data, and any other

relevant information requested by the Consultant in writing.

4.4 – ACCESS TO COUNTY PROPERTY

The County agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access to County property, facilities, buildings, and structures to enable the Consultant to provide and perform any required Consultant Services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with County operations, or the operations carried on by others under a lease, or other contractual arrangements with the County, or in such a manner to adversely affect the public health, safety, or welfare.

SECTION 5 – COMPENSATION AND METHOD OF PAYMENT

The County shall pay the Consultant for all authorized Consultant Services rendered hereunder by the Consultant and any Subconsultant(s) and completed in accordance with the requirements, provisions, and/or terms of this Agreement, Task Order(s), Modification(s), and/or Change Order(s) and in accordance with the provisions delineated below. The Consultant acknowledges that Consultant Services will be requested on an as-needed basis and agrees that it will not be entitled to make any claim for damages or loss of profits due to the amount of work assigned during the term of the Agreement.

5.1 – PAYMENT METHODS

The fee paid to the Consultant shall be based on one of the following methods or any combination thereof as determined by the County in its sole discretion:

(1) LUMP-SUM PAYMENT METHOD
The County may pay a negotiated fixed-price amount for an executed Task Order as a Lump Sum. The Lump-Sum compensation amount will be estimated based on the Standard Hourly Rates cost for work performed on an estimated Task Order in accordance with the rates established in Exhibit "A". A negotiated Lump-Sum compensation amount shall be delineated in the executed Task Order. The Lump-Sum Compensation Method shall anticipate that all costs for the Consultant Services required are known and that no modifications to the established Lump-Sum amount will be necessary. The established Lump-Sum amount shall include all the Consultant's costs, including Direct Salaries (as defined on Exhibit "B"), Overhead, Operating Margin, Reimbursable Expenses, and charges. The County may also elect to apply the Lump-Sum Compensation Method on a line-item basis for a particular service or activity as defined within an individual Task Order, Change Order, or Modification to the Agreement. If the Lump-Sum Compensation Method is used, no additional documentation regarding costs for work will be required to be attached to the Consultant's invoices for Lump-Sum payment for the Task Order or Change Order or for a specific line item or items within a Task Order or Change Order.

(2) NOT TO EXCEED PAYMENT METHOD

The County will pay the Direct Salaries for work provided or services performed on an executed Task Order in accordance with the rates delineated in Exhibit "B," subject to a Not-to-Exceed Amount, which shall be delineated in said Task Order. In addition to payment of the aforementioned Direct Salaries, the County shall pay the Consultant an Overhead Rate as established pursuant to subsection (3) below, plus an Operating Margin defined in this Agreement, plus Reimbursable Expenses in accordance with the provisions of subsection (4) below, plus Subconsultant Charges in accordance with the provisions of subsection (6) below. Operating Margin and Overhead Rate shall not be allowed on any premium portion of overtime or on any Reimbursable Expenses or Subconsultant Charges. In no event shall the established Not-to-Exceed method be increased except through the issuance of a new Task Order or Change Order approved by the County. The County may also elect to apply the Not-to-Exceed method on a line-item basis for a particular service or activity defined within an individual Task Order or Additional Service defined within a Change Order. If the Not-to-Exceed Method is used, additional documentation is required by the County (e.g., payroll sheets) regarding costs of work is required to be attached to the Consultant's invoices for Not-to-Exceed payment of a Task Order or specific line item within a Task Order.

(3) OVERHEAD RATE

In determining the Overhead Rate to be paid to the Consultant, it is the County's expressed intention to utilize the audit information compiled by the Florida Department of Transportation ("FDOT") pursuant to its Qualification, Selection, and Performance Evaluation requirements for consultants in accordance with Chapter 14-75 of the Florida Administrative Code. The overhead rate to be paid by the County shall be as established in Exhibit "C," which is provided in accordance with the audit information supplied by the FDOT and shall not exceed the uniform Overhead Rate cap established by the FDOT. In the event the Consultant has not supplied audit information to the FDOT in accordance with Chapter 14- 75 of the Florida Administrative Code, the County shall establish the Overhead Rate to be paid in each executed Task Order, which rate may be less than the current uniform Overhead Rate cap established by the FDOT. At the County's election, the parties may also agree at the outset of the Agreement to an alternative method for determining overhead. A lower overhead rate may be used, if submitted by the Consultant and approved by the County.

(4) REIMBURSEABLE EXPENSES

The County shall pay the Consultant for Reimbursable Expenses in accordance with the provisions of this Section. The term Reimbursable Expenses shall mean the Consultant's and/or the Subconsultant(s)'s out-of-pocket costs for items directly charged to any Task Order initiated pursuant to this Agreement including, but not limited to, charges for printing services and copying (both in-house or subcontracted), fees, and per diem and travel expenses of the Consultant's employees not to exceed the statutory limits delineated in Chapter 112.061, Florida Statutes.

The County shall only compensate the Consultant for Reimbursable Expenses which are directly charged to tasks performed pursuant to this Agreement, and/or any executed Task Order or Change Order, which are not included in the Consultant's Overhead Rate, and which are consistently charged to all clients. The County, in its sole discretion, may require the Consultant to verify and/or provide supporting documentation which demonstrates that Reimbursable Expenses for which compensation has been sought have been generated or originated from or by a task performed pursuant to this Agreement. If the Consultant seeks compensation for CADD, PC'S or Facilities Capital Cost of Money (FCCM) as a Reimbursable Expense, the cost basis for the unit rates used for such items must be fully supported by appropriate documentation. Except as provided in Exhibit "B," all Reimbursable Expenses shall be charged at the actual cost to the Consultant.

(5) ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided or performed under a Task Order issued pursuant to this Agreement, or pursuant to any other method utilized by the parties for determining the original costs of work or services to be provided or performed by the Consultant, must be approved in writing by the Board of County Commissioners at a regularly scheduled meeting of said Board of County Commissioners. If such additional costs are not authorized by the Board of County Commissioners in writing, no payment, reimbursement, or compensation for such additional costs shall be tendered by the County to the Consultant.

(6) SUBCONSULTANT CHARGES

The professional services of any Subconsultant(s), whose expertise is required within the scope of the Consultant's work under this Agreement, will be paid in accordance with the fees identified in the individual Task Order(s) or Change Order(s) for such services.

The use of any Subconsultant(s) referenced in the above paragraph must be approved in writing by the County Administrator or his designee before such Subconsultant(s) may be retained by the Consultant.

5.2 – TERMS OF PAYMENT

(1) MONTHLY INVOICES

The Consultant shall be entitled to submit no more than one invoice statement to the County each month covering services rendered during the preceding month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, Task Order(s), or Change Order(s) issued hereunder. The Consultant's invoice statements shall contain amount of work and description of services(s) provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. If the Consultant has been issued more than one Task Order or Change Order pursuant to this Agreement, the Consultant shall submit separate invoices

to the County for the specific services performed for each specific Task Order or Change Order.

Payment for services rendered during any billing period by the Consultant shall be due and payable by the County in accordance with the provisions of Chapter 218, Part VII, Florida Statutes (the Local Government Prompt Payment Act). In the event that federal aid is a source of funds for payment, then 49 CFR § 26.29 will also be applicable.

(2) PAYMENT FOR SERVICES PERFORMED

The County shall pay the Consultant on the basis of services completed for tasks set forth in any Task Orders and any Change Orders agreed upon by the Consultant and the County. Payments shall be made for the Consultant's work-in progress or completed service items based on the agreed method of compensation as outlined in the Task Order or Change Order.

When the Lump-Sum Payment Method is used for a particular service or activity within the Task Order or a Change Order, the County shall pay the Consultant for services performed for tasks set forth in the Task Order or Change Order on the basis of the invoice statement covering the Consultant's work-in-progress expressed as a percentage of the total cost of the work and/or services required for each task involved. All such work-in-progress percentages are subject to review and approval by the County Project Manager. The decision of the County shall be final as to work-in-progress percentages to be paid. Payment by the County for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the County of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying, or otherwise completing the work and services required for each task before receiving final full payment, whether or not previous work-in-progress payments have been made by the County.

(3) PAYMENT SCHEDULE

The County shall issue payment to the Consultant as invoices are provided from the Consultant, which invoices must be in acceptable form and must contain the requested detailed description of charges. Should the County object or take exception to the amount of the Consultant's invoice statement, the County shall notify the Consultant of such objection or exception within twenty (20) business days from date of payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said twenty (20) business-day period, the County, as represented by the County Project Manager, shall have the authority to withhold the disputed amount and make payment to the Consultant of any amount not in dispute. Payment of any disputed amount, or adjustment thereto resolved by mutual agreement of the parties, will be paid in accordance with the Local Government Prompt Payment Act.

SECTION 6 – TASK ORDERS

The work and/or services to be provided and performed under this Agreement are Task Order driven. If and when the County requires the professional services of the Consultant, individual Task Orders or Orders will be approved by the County, by the County Administrator, or by the Purchasing Director, when applicable. For purposes of this Agreement, the Purchasing Director and County Administrator are specifically delegated authority by the County to issue and approve Task Order(s) for Consultant Services up to the allowable amount provided in the County's Purchasing Ordinance. The completion date for an individual Task Order will be specified in the Notice to Proceed. The completion date for an individual Task Order may be extended, in writing, by the County at a regularly scheduled meeting of the Board of County Commissioners or by the County Administrator, as provided herein.

For each Task required for a specific project, the County shall provide the Consultant a detailed description of the services to be performed, the method of payment to be utilized in accordance with this Agreement, and the time and cost limitations for such task, if appropriate. The Consultant shall respond in writing to such detailed description by describing the proposed Scope of Work, staffing, schedule, total compensation, and the number and type of deliverables that are required to complete the described services. If the response from the Consultant is acceptable, the County may issue a Task Order to the Consultant containing the agreed-upon scope of work, staffing, schedule, time of performance, total compensation, method of payment, and deliverables.

Each Task Order shall be numbered consecutively and shall reference this Agreement. In the event of any conflict, the provisions of this Agreement will control over conflicting provisions of any Task Order. Each Task Order, after execution by the Board of County Commissioners, the County Administrator, or the Purchasing Director, shall become a supplement to and a part of this Agreement.

SECTION 7 – TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance, provision, and completion of the required Consultant Services, work, and materials is vitally important to the interests of the County. Time is of the essence for all the duties and obligations contained in this Agreement. The County may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain, and/or assign an adequate number of qualified personnel throughout the period this Agreement is in effect so that all Consultant Services will be provided and performed in a timely and diligent manner. If the Consultant fails to commence, provide, perform, and/or complete any service required under this Agreement in a timely and diligent manner as determined by the County, or within a specified time period delineated in executed Modification(s), Task Order(s), or Change Order(s), the County may consider such failure as a material breach of this Agreement. In such an event, the County, in its sole discretion, may terminate the Agreement.

The Consultant, at all times that this Agreement is in effect, shall ensure that sufficient time remains in the project schedule within which to complete the services required and authorized by any given Task Order(s). In the event there are delays which would modify or extend a scheduled Task Order completion date, the Consultant shall, within seven (7) calendar days of discovery of such delay, submit a written request to the County seeking a time extension to complete a delayed project, which request shall specifically identify the reason(s) for the delay and the amount of time related thereto.

In the event the specified time of performance for a given Task Order or Change Order expires and the Consultant has not requested a time extension, or if the County has denied a request for a time extension in writing, partial progress payments will be stopped on the date time expires.

SECTION 8 – STANDARDS OF PROFESSIONAL SERVICE

The work and services to be provided and/or performed by the Consultant shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards, or other guidelines issued by any governmental agency having jurisdiction over all or a portion of any work performed under this Agreement in effect at the time of the performance of the Consultant Services. All final documents, reports, studies, or other data prepared by the Consultant shall bear a professional's seal/signature in accordance with the applicable Florida Statutes and/or any applicable Administrative Rules promulgated by the Florida Department of Business and Professional Regulation (where applicable).

SECTION 9 – CONSULTANT'S QUALITY CONTROL

9.1 – RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion in accordance with the mutually agreed upon schedule, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, and other services, work, and materials performed, provided, and/or furnished by the Consultant, or any Subconsultant(s) utilized by the Consultant, pursuant to this Agreement.

Upon written notice from the County, the Consultant shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, calculations, estimates, plans, work, and materials resulting from the negligent act, errors or omissions, or intentional misconduct of the Consultant.

If the Consultant does not correct the defective work within the time specified in the County's written notice, the County may have the deficiency corrected. All direct or indirect costs of

such correction shall be paid by the Consultant or deducted from payment due to the Consultant.

If any work or submittal prepared by the Consultant contains an error, omission, deficiency, or mistake and the Consultant fails to correct such error, omission, deficiency, or mistake within the time period established for completion in the notice to correct or the Task Order(s) requiring such work or submittal, the County, in its discretion, may terminate this Agreement.

9.2 – COUNTY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, or acceptance by the County of data, studies, calculations, estimates, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Consultant shall in any way relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its services, work and/or materials, or the services, work and materials. Neither the County's review, approval, or acceptance of, nor payment for, any of the Consultant's work, services, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action the County may have arising out of the performance of this Agreement.

The Consultant agrees and recognizes that the County shall not be held liable or responsible for any claims which may result from any action or omission of the Consultant in which the County participates either through review of or concurrence with the Consultant's actions. In reviewing, approving, or rejecting any submissions or other work prepared by the Consultant, the County in no way assumes or shares any of the responsibility or liability of the Consultant under this Agreement.

SECTION 10 – REPORTS AND REVIEWS

10.1 The County may, at any time, require the Consultant to report in writing in a format approved by the County on the status and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, the County may require the Consultant to provide an estimate of the overall percentage of completion.

10.2 The County will monitor the Consultant's work product for compliance with project standards and criteria and may make comments and recommendations to the Consultant regarding the work. However, any such monitoring or comments and recommendations by the County, or absence thereof, shall not relieve the Consultant of any of its obligations under this Agreement. The Consultant retains sole authority and responsibility for the adequacy and accuracy of its Consultant Services in accordance with generally accepted practices.

SECTION 11 – WORK WITHIN COUNTY PROPERTY / CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT OR ITS SUBCONSULTANTS

11.1 As applicable, the Consultant, any Subconsultant retained by Consultant, or any other

person, firm, corporation, or other entity that contracts with or provides goods or services to the Consultant in connection with the work required to be performed pursuant to this Agreement shall perform all work within only the County-owned right-of-way(s) and/or any County easement(s), or as permitted by this solicitation or by law.

11.2 The Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the County, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant and/or its Subconsultant(s). The County reserves the right, should the Consultant fail to make such repairs and/or replacements within a reasonable period of time, to cause such repairs and/or replacements to be made. All costs and expenses associated with having such repairs and/or replacements performed shall be paid for by the Consultant directly or via reimbursement to the County from the Consultant.

SECTION 12 – DOCUMENTS

The documents comprising this Agreement between the County and the Consultant consist of the following:

1. This Professional Services Agreement and its Exhibits.
2. Any written amendments, modifications, or addenda to this Agreement.
3. Any Task Orders and Change Orders issued pursuant to this Agreement and executed by the County and the Consultant.
4. Request for Statements of Qualifications – **RSQ-KM-23-060**, including any written addenda.

SECTION 13 – COMPLIANCE AND AGREEMENT WITH LAWS AND REGULATIONS

13.1 The Consultant shall observe and comply with all applicable federal and state laws, County and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project and all work performed pursuant to this Agreement, including but not limited to the federal and state provisions specifically provided for in the solicitation. All applicable federal, state, and local laws and ordinances are deemed to be included in this Agreement the same as though herein written out in full.

13.2 The Consultant shall give all notice and comply with all laws, ordinances, rules, and regulations applicable to the Consultant Services. If the Consultant observes that any of the Contract Documents or executed Task Order or Change Order are contradictory to such laws, rules, and regulations, the Consultant will notify the County Project Manager promptly in writing. An appropriate Change Order or Modification shall then be used to institute any necessary changes. If the Consultant performs any work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations and without such notice to the County Project Manager, the Consultant shall bear all related costs.

SECTION 14 – PROHIBITION AGAINST CONTINGENCY FEES

In accordance with the provisions of section 287.055 of the Florida Statutes, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15 – TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

The Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price, and any additions thereto, shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to section 287.133, Florida Statutes, verifying its eligibility for award of an Agreement. The County may exercise its rights under this "certification" within one (1) year following final payment.

Pursuant to subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant agrees to include this provision in all contracts it issues as a result of this Agreement.

SECTION 16 – NON-DISCRIMINATION

Pursuant to subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to the state or any department or agency of this state ("public entity"); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Consultant agrees to include this provision in all contracts issued as a result of this Agreement.

SECTION 17 – SCRUTINIZED COMPANIES

(1) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

By signing this Agreement and/or accepting any Task Order, the Consultant certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The Consultant agrees to notify the County if placement on any of the aforementioned lists occurs or if the Consultant is engaged in a boycott of Israel or has business operations in Cuba or Syria.

The County may terminate this Agreement if the Consultant certification above is found to be false; has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria. In addition to possible termination of this Agreement based on the above grounds, the County will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

SECTION 18 – COMPLIANCE WITH PUBLIC RECORDS ACT

The Consultant shall allow public access to documents and materials made or received pursuant to this Agreement by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. To the extent required by section 119.0701, Florida Statutes, the Consultant shall (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that

does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Consultant, all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PROJECT MANAGEMENT, DONNA HOLDREGE AT 727-834-3604, EXT. 1632, DHOLDREGE@PASCOCOUNTYFL.NET, OR 5418 SUNSET ROAD NEW PORT RICHEY, FL 34652.

Under Florida law, a consultant who fails to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

SECTION 19 – RETENTION OF DOCUMENTS

Upon payment of any compensation due for completed and accepted work, all documents prepared or obtained under this Agreement will be considered the property of the County without restriction or limitation on their use and shall be made available upon request to the County at any time.

19.1 Said records and documentation shall be retained by the Consultant and made available to the County for a minimum of five (5) years from the date of completion of the work. The County shall have the right to audit, inspect, and copy all such records and documentation as often as the County deems necessary during the term of this Agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the Consultant shall retain records and supporting documentation until further notified.

19.2 For those projects funded by State funds, the Consultant agrees to cooperate with any audit(s) requested by the State Auditor General's Office or, in the instance of federal funding, by the funding agency.

SECTION 20 – CONFLICTS OF INTEREST

The Consultant represents that it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of the services required by this Agreement, and which interest has not been disclosed to the County in writing. The Consultant expressly agrees that, throughout the Effective Period, it shall not acquire an interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, or which would conflict with any interest of the County. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance. In addition, the Consultant shall require all Subconsultants to comply with the provisions of this Section.

If the Consultant is about to engage in representing another client, whom it in good faith believes could result in a conflict of interest with the work being performed by the Consultant pursuant to this Agreement, then the Consultant shall promptly bring such potential conflict of interest to the County's attention, in writing. The County will advise the Consultant within twenty (20) calendar days, in writing, if such conflict of interest exists. If the County determines that a conflict of interest exists, the Consultant and/or any Subconsultant shall decline the representation upon the County's written notice. If the County determines that there is no such conflict of interest, then the County shall give its written consent to such representation.

In the event the Consultant fails to advise or notify the County, as provided hereinabove, of representation which could, or does, result in a conflict of interest, or should the Consultant fail to decline such representation upon the County's written notice, the County may, in its sole discretion, terminate this Agreement in accordance with the provisions of Section 23 below.

SECTION 21 – INSURANCE

The Consultant shall not commence any work pursuant to this Agreement until satisfactory proof of all insurance required hereunder has been provided to and approved by the County. It shall be the responsibility of the Consultant to ensure that all Subconsultant(s) performing services pursuant to this Agreement comply with the insurance requirements of this provision. The Consultant shall furnish to the County certificate(s) of insurance in the form required by County and, if requested by the County, the Consultant shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) calendar days' prior written notice to the County, as provided below. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) calendar days' prior written notice by certified mail (return receipt requested) has been given to

the County to the attention of the Pasco County Risk Manager, Internal Services Building, 7536 State Street, Suite 111, New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of this Agreement, a renewal certificate shall be issued within thirty (30) calendar days prior to said expiration. Compliance with the foregoing requirements shall not relieve the Consultant of any liability and/or other obligations pursuant to this Agreement. Neither approval by the County, nor a failure to disapprove insurance certificates or policies furnished by the Consultant, shall release the Consultant from full responsibility of all liability or its obligations under this Agreement.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the County. All policies of insurance required by this Agreement shall be primary insurance with respect to the County, its officials, agents, or employees. Any insurance or self-insurance maintained by the County or its officials, agents, or employees, shall be in excess of the Consultant's insurance and shall not contribute with it. All policies of insurance required by this Agreement, except Workers' Compensation and Errors and Omissions Liability, shall specifically provide that Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy and shall contain a provision for severability of interests. The County shall also be listed as a certificate holder. All insurance policies required herein shall apply to all operations, activities, or use by the Consultant or anyone employed by, contracting with, or acting at the Consultant's direction or supervision. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the County.

Any deductibles or self-insured retentions must be declared and approved by the County and are the responsibility of the Consultant. The minimum kinds and limits of coverage to be carried by the Consultant throughout the term of this Agreement shall be as follows:

21.1 – WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Consultant and all Subconsultants shall take out and maintain, during the life of this Agreement, Worker's Compensation Insurance for all employees working on this Agreement. Coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of $100,000.00 each accident. The insurer shall agree to waive all rights of subrogation against the County, its officials, agents, and employees. In case any employee is engaged in any hazardous work pursuant to this Agreement and is not protected under the Workers' Compensation statute, the Consultant and any Subconsultant(s) shall provide for adequate insurance coverage to protect these employees, as required under Florida law.

21.2 – COMPREHENSIVE GENERAL LIABILITY INSURANCE

The Comprehensive General Liability Insurance shall include premises and/or operations, products and/or competed operations, broad form of property damage, XCU coverage, independent contractors, and contractual liability, and shall be written on an "occurrence basis."

Bodily injury and personal injury, including death:

- $1,000,000.00 each person
- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

21.3 – COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Comprehensive Automobile Liability Insurance shall include owned vehicles, hired, and non-owned vehicles, and employees' non ownership.

Bodily injury and personal injury, including death:

- $1,000,00.00 each person
- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

21.4 – PROFESSIONAL LIABILITY INSURANCE

The Consultant shall maintain during the term of this Agreement standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence. The County may require a higher limit, as mutually agreed to with the Consultant, for specific Task Orders or Change Orders.

SPECIAL INSTRUCTIONS: Occurrence form Professional Liability Insurance is highly preferred. However, in the event the Consultant is only able to secure claims-made Professional Liability Insurance, special conditions apply. All certificates of insurance must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, the Consultant shall be obligated by virtue of this Agreement to maintain insurance coverage in effect with no less than limits of liability nor any more restrictive terms and conditions for a period of seven (7) years from the date of this Agreement. All Certificates of Insurance must clearly indicate whether the coverage is on a claim made or an occurrence basis.

SECTION 22 – SUSPENSION OF WORK

In addition to the County's contractual right to terminate this Agreement in its entirety as set forth above, the County may, at its convenience, stop, suspend, supplement, or otherwise change all, or any part of, the Consultant Services set forth herein. The County shall provide written notice to the Consultant to implement a stoppage, suspension, supplement, or change. If any engineering, professional, or consulting services covered by this Agreement to be carried out by the Consultant shall be suspended, abated, or terminated at the direction of the County for reasons unrelated to the quality of work provided by the Consultant, the County shall pay the Consultant for such services actually rendered prior to the suspension, abatement, or termination, and any reasonable additional costs incurred by the Consultant to effectuate an orderly closing of its activities, with the payment to be based insofar as possible on the fees established in this Agreement.

SECTION 23 – TERMINATION OF AGREEMENT BY THE COUNTY

The County may terminate this Agreement for any one or more of the following reasons:

1. If adequate progress on any phase of the Consultant Services is not being made by the Consultant as a direct result of the Consultant's failure to perform.
2. The quality of the Consultant Services performed by the Consultant is not in conformance with commonly accepted design codes and standards, standards of the County and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement and the particular services involved are considered by the County to be essential to the proper completion of the Consultant Services.
3. The Consultant or any employee or agent of the Consultant is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any Consultant Services that have been performed by the Consultant.
4. The Consultant becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.
5. The Consultant is in non-compliance with any other provision of this Agreement.

In the event of any of the causes described in Items (1) through (5) above, the County's Project Manager will send a written notice to the Consultant requesting that the Consultant show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the County within fifteen (15) calendar days of receipt by the Consultant of the show cause notice, the County may consider the Consultant to be in default and may immediately terminate this Agreement.

Notwithstanding any other provision of this Agreement, this Agreement and/or any Task Order(s) and/or any Change Order(s) may be terminated for any reason by the County giving fourteen (14) calendar days' written notice to the Consultant of the County's intent to terminate. In the event that a task of this Agreement and/or any Task Order, and/or any Change Order is terminated, the County shall identify the specific Task Order and/or Change

Order being terminated and the specific tasks and/or Task Order(s) and/or Change Order(s) to be continued for completion, pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized tasks and/or Task Order(s) and/or Change Order(s) which are to be continued to completion, unless the Agreement is terminated in full.

In the event of termination of this Agreement, the County shall compensate the Consultant only for: (1) all services performed and accepted by the County prior to the effective date of the termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in affecting the termination of services, including costs incurred by submittal to the County of project drawings, plans, data, and other documents.

The Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with services which are terminated, suspended, eliminated, or cancelled.

Upon termination of this Agreement by the County, the Consultant shall promptly deliver to the County copies of all then completed deliverable items and all plans, reports, studies, calculations, maps, graphics, and other documents that directly support the deliveries prepared by Consultant.

SECTION 24 – CHOICE OF LAW / VENUE

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be at the West Pasco Judicial Center, in Pasco County, Florida (State court matters) and the United States District Court in and for the Middle District of Florida – Tampa Division (Federal court matters).

SECTION 25 – SUCCESSORS AND ASSIGNS

The County and the Consultant respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the County.

SECTION 26 – ASSIGNMENT, TRANSFER, AND SUBCONTRACTS

Neither the County nor the Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. Except as otherwise authorized in this Agreement, the Consultant shall not subcontract any of its service obligations hereunder to third parties without the prior written approval of the County. The Consultant shall have the right, subject to the County's prior written approval, to employ other persons and/or firms to serve as Subconsultants to the Consultant pursuant to the requirements of this Agreement. The County shall have the right and be entitled to withhold its approval of Subconsultants, but such

approval shall not be unreasonably withheld.

SECTION 27 – EXTENT OF THE AGREEMENT

This Agreement represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may only be amended, supplemented, modified, changed, or canceled by a written instrument executed by both parties hereto.

SECTION 28 – NON-EXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract and the County may employ additional or other Consultant consulting firms to perform any work contemplated by this Agreement without liability to the Consultant.

SECTION 29 – INDEMNIFICATION OF THE COUNTY

For good and valuable consideration, the receipt of which is acknowledged, and notwithstanding the provisions of section 725.06, Florida Statutes, and in accordance with section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County and the County's Commissioners, officers, agents, and employees, harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The Consultant shall not be required to indemnify the County for any negligence of the County's employees or agents. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

This provision shall also pertain to any claim brought against the County by any employee of the Consultant, its subconsultant(s), or anyone directly or indirectly employed by any of them.

The Consultant's indemnification obligation under the provision shall not be limited in any way to the consideration hereunder, the agreed-upon prices as shown in any Task Order issued pursuant to this Agreement, or any other agreed payment or compensation amount, nor shall this indemnification be limited due to the Consultant's lack of sufficient insurance protection. The Consultant hereby acknowledges and expressly agrees that the compensation to be paid to the Consultant by the County pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.

This Section 29 shall survive the expiration or termination of the Agreement.

SECTION 30 – NOTICES

Any notices to be given under this Agreement shall be in writing and delivered by United States Mail to the respective addresses referenced above. All such notices shall be sent to the designated project managers for each party.

SECTION 31 – INDEPENDENT CONSULTANT

Neither the County nor any of its employees shall have any control over the conduct of the Consultant or any of Consultant's employees, except as herein set forth. The Consultant and any and all Subconsultants are and shall be Independent Contractors in and throughout the performance of all work and services provided and performed pursuant to this Agreement. As Independent Contractors, the Consultant's and the Subconsultant's agents, servants, or employees shall not be deemed agents, servants, or employees of the County.

The Consultant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement. The Consultant shall be responsible to the County for all the work or services performed by the Consultant, or any person or firm engaged as a Subconsultant pursuant to this Agreement. The County shall not be liable to any Subconsultant, or any other person, firm, corporation, or other entity that contracts with or provides goods or services to the Consultant in connection with the work required to be performed pursuant to this Agreement. The County shall not be liable to any Subconsultant, or any other person, firm, corporation, or other entity for debts or claims accruing to such parties against the Consultant pursuant to any work or services performed under this Agreement.

SECTION 32 – E-VERIFY PROGRAM

A contractor or consultant entering into a contract with a public entity (such as the County) is required to be registered with the U.S. Department of Homeland Security's E-Verify System and to utilize it to verify the work authorization status of all newly hired employees throughout the term of the contract. The contractor or consultant shall also be required to obtain and retain affidavits from all subcontractors or subconsultants utilized during the contract verifying that they do not employ, contract with, or subcontract with any unauthorized aliens as that term is defined in 8 U.S.C.S. 1324a(h)(3). The failure to comply with this requirement constitutes grounds for termination of the contract and for such other penalties as provided under section 448.095, Fla. Stat.

If a public employer has terminated a contract with a contractor for failure to comply with the requirements of the paragraph above, the contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated.

The County reserves the right to request verification of compliance from its consultants and contractors during the term of its contract with the County and for a period of up to five (5)

years thereafter. Should a County-retained consultant, contractor, and/or its subconsultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant, contractor and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the county as a result of such non-compliance. Compliance with this section is mandatory for all projects.

SECTION 33 – MAINTENANCE OF RECORDS / COOPERATION WITH STATE AUDITS

The Consultant shall keep and maintain its accounting records and supporting documentation related to the services, work, information, expenses, costs, invoices, and materials provided and/or performed pursuant to the requirements of this Agreement for a minimum of five (5) years from the date of termination or expiration of this Agreement. The County, its authorized agents and representatives of federal and state agencies funding the Agreement ("Agencies") shall, with reasonable prior notice, have the right to audit, inspect and copy all such accounting records and supporting documentation as often as they deem reasonably necessary during the effective period of the Agreement and during the five (5) year period after the date of final payment or termination hereof. Any auditing, inspections, or copying of the Consultant's accounting records and supporting documentation performed by the County or Agencies shall be conducted during normal business hours upon reasonable prior notice to the Consultant and shall be at the sole expense of the County or the Agencies.

The Consultant specifically acknowledges that by accepting a Task Order which will be funded through state funds, the Consultant and any subconsultants retained by it will agree to cooperate with any audit initiated by the Office of the Auditor General of the State of Florida or any successor office. Such cooperation includes any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

SECTION 34 – WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed as a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

SECTION 35 – EMERGENCIES

In the event that the Consultant's services are activated or requested during an event that disrupts essential operations, or when there is a threat to the public's health, welfare, or safety, or when normal purchasing procedures are not possible, or when there is a local, state, or federal declared state of emergency, the provisions of Section 2-101 of the Pasco County Code of Ordinances and any declaration of emergency, and orders issued thereto, shall apply and shall supersede as necessary, the terms and conditions of this Agreement, except as to Exhibit "B."

SECTION 36 – FORCE MAJEURE

Neither the County nor the Consultant shall be liable for delay or their failure to perform hereunder due to circumstances beyond their respective control, such as Acts of God, governmental laws or orders, wars, riots, pandemics, national emergencies, strikes, or accidents. The County or the Consultant may suspend their respective performance under this Agreement as a result of a force majeure and shall resume performance as soon as is reasonably possible. The delayed party must notify the other party promptly upon the occurrence of any such circumstance and inform the other party of its plans to resume performance; otherwise, performance by the delayed party will not be considered excused pursuant to this Section.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes not due to its own fault or neglect, the Consultant shall notify the County in writing within seven (7) calendar days after commencement or discovery of such delay, stating the cause(s) therefore and requesting an extension of the Consultant's time of performance. Causes beyond the control of the Consultant shall include, but are not limited to, court orders and injunctions, actions or rulings of any federal, state or municipal authority (including the County) having jurisdiction over any project and/or any Force Majeure event as delineated in this Section.

Upon receipt of the Consultant's request for an extension of time for cause(s) beyond the control of the Consultant, the County Administrator shall have the discretion to grant an extension of time only if the County determines the delay encountered by the Consultant was not due to its own fault or neglect. All other extensions of time must be approved by the Board of County Commissioners.

No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Consultant's services for any cause whatsoever, including those for which the County, including any of its agents or employees, may be responsible in whole or in part, shall relieve the Consultant of its duty to perform or give rise to any right to damages or additional compensation from the County.

The Consultant's sole remedy against the County in the event of such interruption, interference, inefficiency, suspension, or delay in the commencement or progress of such services shall be the right to seek an extension of the time only, as included in any affected Task Order. However, such extension shall not operate as a waiver of any other rights of the County. This section shall expressly apply to claims for early completion, as well as claims based on late completion. The County shall not be responsible for any consequential damages or loss in profits incurred by the Consultant from such delays.

SECTION 37 – OWNERSHIP OF DOCUMENTS

All documents, such as drawings, tracings, notes, photographs, computer files, plans,

specifications, maps, evaluations, reports, and other records and data relating to this Agreement shall become the property of the County and shall be delivered by the Consultant to the County within thirty (30) calendar days of completion of the Project or within seven (7) calendar days of the County making a request for said document delivery, whichever is applicable. In the event the County gives the Consultant a written Notice of Termination pursuant to Section 23 of this Agreement, or upon issuance to the Consultant by the County of a written Modification or Change Order which deletes all or part of the work or services required, the Consultant shall deliver to the County any and all documents listed above with the mutual understanding and commitment by the County that compensation earned or owing to the Consultant for services provided or performed by the Consultant pursuant to this Agreement prior to the date of any such termination will be paid to the Consultant as provided in Section 23 and within sixty (60) calendar days of the date of issuance of the Notice of Termination.

The Consultant, at its expense, may make and retain copies of all documents delivered to the County for the Consultant's reference and internal use. The Consultant shall not use any of these documents and/or data or information contained therein on any other project or for any other client without the prior expressed written permission of the County.

SECTION 38 – HEADINGS

The headings of the articles, sections, subsections, exhibits, and/or attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, subsections, exhibits and/or attachments.

SECTION 39 – EVALUATION OF THE CONSULTANT

The County shall perform a performance evaluation of the Consultant. The evaluation shall be forwarded to the Consultant for their records.

SECTION 40 – SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 41 – EXECUTION IN COUNTERPARTS

For the convenience of the parties and to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

SECTION 42 – ENTIRE AGREEMENT

This Agreement, including all referenced exhibits and attachments hereto, any written amendments, modifications or addenda to it, and any Task Order or Change Order executed pursuant to it, together with the RSQ and any written addenda, constitutes the entire Agreement between the County and the Consultant and shall supersede, replace, and nullify any and all prior agreements or understandings, written and oral, relating to the matters set forth herein. Prior agreements or understandings, if any, shall have no force or affect whatsoever on this Agreement.

(The Remainder of this Page Intentionally Left Blank).

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Professional Services Agreement for solicitation number **RSQ-KM-23-060** on the last day and year entered below, and **effective October 1, 2023.**

(SEAL)

ATTEST:

By: Heather Grimes, D.C.
Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

By:
Mike Carballa
County Administrator

Date: 12/20/23

CONSULTANT:
CUMBEY AND FAIR, INC.

By:

Print: TIMOTHY E. BOURNE

Title: PRESIDENT

WITNESSES:

Sign Name

DAVID M. PELHAM
Print or Type Name and Title

Sign Name

LEXA RAMOS
Print or Type Name and Title

APPROVED FOR LEGAL FORM & SUFFICIENCY
OFFICE OF THE COUNTY ATTORNEY

BY:
DATE: 12/11/23

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Pinellas }

The foregoing instrument was acknowledged before me by means of [**check one**] [X] physical presence or [ ] online notarization on this 3rd day of October, 2023, by ***[as applicable, complete one of the choices below]*:**

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[**Name**] Timothy Bourne, who executed the foregoing instrument as [**Title**] President of [**Corporation or Company Name**] Cumbey & Fair, Inc., a [**check one**] [X] corporation [ ] limited liability company, organized under the laws of [**State**] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[**Name**] Partner (or Agent), on behalf of [**Name of Partnership**], a [**State**] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[**Name**], as attorney in fact.

Said person is X personally known to me or ____ has produced _____ as identification on behalf of [*Name of Corporation, Company, Partnership, Principal, as applicable*]:

SYLVIE CROLAND
MY COMMISSION # HH 410151
EXPIRES: August 25, 2027

[Notary Stamp or Seal]

Signature of person taking acknowledgment

SYLVIE CROLAND

Name – typed, printed or stamped

(This line is required to be completed by §117.05, F.S.)

EXHIBIT A

STANDARD HOURLY RATES

EXHIBIT "A"

STANDARD HOULRY RATES

Positions	Cumbey
Administrative Personnel	$104.50
Senior Administrative Personnel	
CADD Personnel	
CEI Construction Manager	
Certified Bridge Inspector	
Civil Engineering Technician	
Designer	$109.25
Senior Designer	$158.02
Engineer	
Senior Engineer	$243.55
Environmental Scientist	
Senior Environmental Scientist	
Expert Witness Testimony	
Field Crew 2-Person	
Field Crew 3-Person	$229.56
Field Crew 4-Person	
GIS Analyst	$104.50
Inspectors	
Landscape Architect	
LiDAR Daily Rate (Equipment)	
LiDAR Daily Rate (Equipment)	
Management Level Personnel	
Senior Management Level Personnel	
Planner	
Principal Personnel	
Project Administrator	
Project Manager	N/A
Senior Project Manager	$272.05
Public Relations Specialist	
Senior Inspectors	
Surveyor	$161.50
Senior Surveyor	$204.82
Technician	N/A
Senior Technician	$104.50
Unmanned Autonomous.System UAS Operator	

EXHIBIT B

SALARIES & REIMBURSEABLE COSTS

NOT APPLICABLE

EXHIBIT C

OVERHEAD RATE

NOT APPLICABLE



Detail by Entity Name

Florida Profit Corporation
CUMBEY AND FAIR, INC.

Filing Information

Document Number	493691
FEI/EIN Number	59-1636137
Date Filed	12/31/1975
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/22/2019
Event Effective Date	NONE

Principal Address

2463 ENTERPRISE RD
CLEARWATER, FL 33763

Changed: 01/23/1998

Mailing Address

2463 ENTERPRISE RD
CLEARWATER, FL 33763

Changed: 01/23/1998

Registered Agent Name & Address

BOURNE, TIMOTHY E
2463 ENTERPRISE RD
CLEARWATER, FL 33763

Name Changed: 02/27/2015

Address Changed: 03/03/1999

Officer/Director Detail

Name & Address

Title President, Secretary

BOURNE, TIMOTHY E
207 27th Avenue N
St. Petersburg, FL 33704

Title VP, Asst. Secretary, Asst. Treasurer

FABRIZIO, MATTHEW J
12984 Estates Terr N
Seminole, FL 33776

Title VP, Treasurer

MCCORMACK, PATRICK M
12704 Burmah Ct.
Odessa, FL 33556

Title VP

QUINN, MARK A
2509 CHAPEL WAY
TAMPA, FL 33618

Title VP

PELHAM, DAVID M
2193 Santa Paula Dr
Dunedin, FL 34698

Title VP

KLOTZ, GARETH M
12006 Trevino Pl
Tampa, FL 33624

Title V

LECHNER, DAVID T
2509 MEADOW BROOK DR
PALM HARBOR, FL 34684

Annual Reports

Report Year	Filed Date
2023	02/15/2023
2024	01/31/2024
2025	02/05/2025

Document Images

02/05/2025 – ANNUAL REPORT	View image in PDF format
01/31/2024 – ANNUAL REPORT	View image in PDF format
02/15/2023 – ANNUAL REPORT	View image in PDF format

03/01/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
02/18/2020 -- ANNUAL REPORT	View image in PDF format
10/22/2019 -- Amendment	View image in PDF format
01/07/2019 -- ANNUAL REPORT	View image in PDF format
02/20/2018 -- ANNUAL REPORT	View image in PDF format
03/23/2017 -- ANNUAL REPORT	View image in PDF format
03/04/2016 -- ANNUAL REPORT	View image in PDF format
02/27/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
04/19/2013 -- ANNUAL REPORT	View image in PDF format
05/04/2012 -- Amendment	View image in PDF format
03/02/2012 -- ANNUAL REPORT	View image in PDF format
02/23/2011 -- ANNUAL REPORT	View image in PDF format
01/15/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
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02/06/2006 -- ANNUAL REPORT	View image in PDF format
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01/06/2004 -- ANNUAL REPORT	View image in PDF format
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04/30/2001 -- ANNUAL REPORT	View image in PDF format
05/05/2000 -- ANNUAL REPORT	View image in PDF format
03/03/1999 -- ANNUAL REPORT	View image in PDF format
01/23/1998 -- ANNUAL REPORT	View image in PDF format
01/23/1997 -- ANNUAL REPORT	View image in PDF format
03/04/1996 -- ANNUAL REPORT	View image in PDF format
02/14/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



SCHOOL ROAD

(FROM COMMUNITY CENTER RD TO LAND O LAKES BL/US41)

DESIGN AND POST DESIGN SERVICES

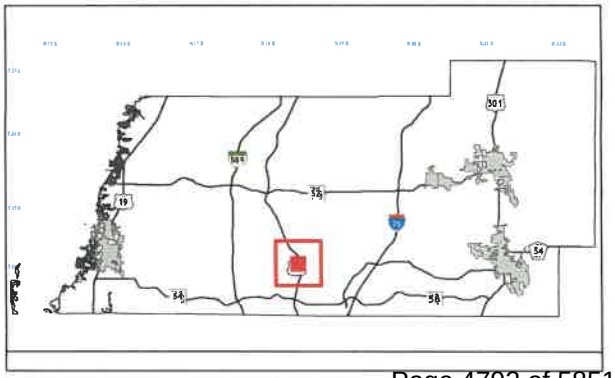
SUBJECT AREA

COMMISSION DISTRICT: 4

N

0 170 340

Feet



Z:\GIS\MAPS\SCHOOL Rd.mxd barrdt 2/22/2024

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** NI26-0805 **DATE:** 6/16/2026

SUBJECT: Emergency Purchase – Heavy Metal Site Development, LLC – Handcart Road Drainage Swale

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0805 Emergency Purchase Approval Packet

From:	Mike J. Carballa
To:	Kimberlie Miller
Cc:	Erik Breitenbach; Carrie C. Roberts; Rachel M. Borden
Subject:	Re: EMERGENCY PURCHASE: HANDCART ROAD DRAINAGE SWALE - $823, 2560.00
Date:	Tuesday, May 5, 2026 4:33:47 PM
Attachments:	image001.png image002.png

Approved

From: Kimberlie Miller <kimmiller@pascocountyfl.net>
Sent: Tuesday, May 5, 2026 3:03:29 PM
To: Mike J. Carballa <mcarballa@pascocountyfl.net>
Cc: Erik Breitenbach <ebreitenbach@pascocountyfl.net>; Carrie C. Roberts <croberts@pascocountyfl.net>; Rachel M. Borden <rborden@pascocountyfl.net>
Subject: EMERGENCY PURCHASE: HANDCART ROAD DRAINAGE SWALE - $823, 2560.00

REQUESTING DEPARTMENT: Public Works

AMOUNT: $823,256.00

VENDOR: Heavy Metal Site Development

DESCRIPTION OF GOODS AND/OR SERVICES:

CR 579, Handcart Rd, just S of Pasadena Ridge Subdivision
Grout Fillable Fabric Reinforcement (GFFR), also known as Armlight/Fabricform, Mat Failure and Failed Guardrail section

- MOT Traffic Control (Lane Closure)
- Demolition, Removal and Disposal of:
  - Existing Concrete Filter Fabric
  - Damaged Guardrail section
- Installation
  - Fabricate and Install Armorform 8" Filter Point Mat
- Pump Flowable Fill into Armorform 8" Filter Point Mat
  - Reinstall Guardrail section
- Re-vegetate Disturbed Areas within Project Area with Bahia Sod

TYPE OF PURCHASE: Emergency Purchase

JUSTIFICATION: A significant and rapidly progressing structural failure has occurred along the Handcart Road right of way (ROW) drainage swale and adjacent guardrail system. The erosion and undermining now pose an immediate threat to the roadway, the traveling public, and critical supporting infrastructure. Conditions meet the threshold for emergency repairs due to imminent roadway failure, public safety hazards, and the approaching rainy season.

Public Works requests authorization for emergency procurement to restore the failed drainage system and stabilize the roadway and guardrail.

ADDITIONAL INFORMATION:

Provide a timeline of when the collapse happened.

- During field inspections conducted on April 15, 2026, staff identified extreme, and severe erosion, combined significant structural failure within the Handcart Road right of way, N bound corridor. The existing grout fillable fabric reinforcement (GFFR), also known as Armlight/Fabricform, has collapsed due to undermining caused by redirected stormwater flows.

- PW East Side Operations had to complete emergency repairs along the swale and damaged guardrail area, as soils were eroded to the point where the guardrail was literally suspended in midair and the recovery lane shoulder severely compromised.

- RH Moore and Associates was contacted on April 16, 2026, as they are the regional supplier of grout fillable fabric reinforcement (GFFR), to inquired as possible contractors who can expediently and properly repair this with in kind material.

- RH Moore suggested Heavy Metals Site Development (HMSD). HMSD was contacted and immediately went to investigate, inspect and assess the damages and possible repairs.

- Two additional vendors were contacted on April 16, 2026, – no response received to date.

When did you reach out to the vendor?

- Mark Gleen, PM, with Heavy Metal Site Development, was contacted on April 16, 2026, with immediate response to investigate, inspect and assess damages and possible repairs.

Did you reach out to any other vendors?

- Two additional vendors were contracted on April 16, 2026 – no response received to

date.

FUNDING SOURCE: Funding in the amount of $823,256.00 for Fiscal Year (FY) 2026, is available in the Transportation Trust Fund, Public Works Department.

The Public Works Department will submit this as a noted item at the next BCC meeting.

ATTACHMENTS:

1. Heavy Metal Site Development Quote
2. Pictures
3. Detailed Background and Justification

Mr. Carballa: Please reply to kimmiller@pascocountyfl.net **with "APPROVED" or "DISAPPROVED."**

Kimberlie Miller, MBA, CPM, CPPB
Assistant Purchasing Director
Purchasing Department
Pasco County
P 727-473-0047
7536 State Street
New Port Richey, FL 34654
kimmiller@pascocountyfl.net
www.pascocountyfl.net

"Serving our community to create a better future."

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Proposal: Storm Drainage Fabriform Replacement and Related Site Work

Project Location: 8676–8698 Handcart Rd, Wesley Chapel, FL 33545

Project Overview

We propose comprehensive repairs to the failing Fabriform storm drainage system along Handcart Road.

Scope of Work

1. Mobilization / General Conditions

- Mobilization of equipment, materials, personnel, and site setup.
- General conditions including project management, insurance, temporary facilities, erosion/sediment control measures, and site cleanup.
- **Quantity:** 1.00 LS (Lump Sum)

2. MOT (Maintenance of Traffic)

- Implementation of traffic control plan per applicable standards (MUTCD and local requirements).
- Signage, cones, barricades, flaggers (if needed), and phasing to maintain safe guest/vehicle access during parking lot and drainage work.
- **Quantity:** 1.00 LS (Lump Sum)

3. Sediment / Erosion Control

- Install silt fence.
- Install turbidity barrier.
- **Quantities:**
  - Silt Fence: 2,000 LF
  - Turbidity Barrier: 2.0 LS

4. Ditch Bank Washout Repair

- Demo failing Fabriform (SF subject to change as project progresses).
- Regrade eroded ditch bank areas to restore proper slopes and prevent further washout.
- Install Fabriform on regraded ditch bank surfaces for erosion control and restoration.
- **Quantities:**
  - Demo / Haul Off / Regrade: 378,118 SF
  - Install 10" FPM Fabriform (1000 ft × 35 ft): 378,118 SF

5. Guardrail Removal & Reuse

- Remove roadway general/low-speed guardrail.
- Reinstall guardrail using existing materials.
- Install 2" SP12.5 asphalt housekeeping pad.
- **Quantities:**
    - Remove Guardrail: 250 LF
    - Reinstall Guardrail: 250 LF
    - Install SP12.5 Asphalt Pad: 100 SY

6. Additional Considerations

- Import fill for voids under existing Fabriform.
- Restoration of disturbed areas beyond asphalt/pond bank (landscaping if impacted).

Total Project Cost

Total Lump Sum Price: $823,256.00

This price includes all labor, materials, equipment, mobilization, traffic control, taxes, overhead, profit, and contingencies for the full scope of work described above. Pricing is valid for 30 days from the date of this proposal.

Benefits of Proposed Solution

- Stabilized ditch bank to prevent ongoing erosion and improve site appearance.

Heavy Metal Site Development, LLC
3698 Todd Lane, Mims, FL 32754
Herb Wickward
(321) 720-5404 / 407-968-4099
estimating@hmsdllc.com

Quotation

DATE 4/20/2026
Job Number #
Customer ID Pasco County

Quotation valid until: 5/20/2026
Prepared by: Mark Glenn

MOBILIZATION AND GENERAL CONDITIONS				
Description	Quantity	UM	Unit Price	AMOUNT
MOBILIZATION / GENERAL CONDITIONS	1.00	LS	$60,000.00	$60,000.00
SUPERVISION	6.00	LS	$4,800.00	$28,800.00
QC TESTING	1.00	LS	$25,000.00	$25,000.00
MOT	1.00	LS	$55,000.00	$55,000.00
SILT FENCE	1000	LF	$3.75	$3,750.00
TUBIDITY BARRIER	2	EA	$300.00	$600.00
10" FPM FABRIFORM 1000FT X 35FT W TOE	37818	SF	$8.00	$302,544.00
DEMO / HAUL OFF / REGRADE	37818	SF	$9.00	$340,362.00
REMOVE / REUSE GUARD RAIL	250	LF	$16.00	$4,000.00
2" SP12.5 ASPHALT GUARD RAIL	100	SY	$32.00	$3,200.00
TOTAL PROJECT PRICE				**$823,256.00**

Clarifications:

*We will not be responsible for any unforeseen construction errors or deviations that may not be visible on the bid set. If revised plans are issued, we will need to revise our pricing.
*Site will be restored to within + or -.1 feet whenever we are subcontractors. In this situation, we will not be responsible for regarding others work.
*Before beginning all earthwork operations, we will check site topography and make any quantity adjustments as needed.
*No Permits and Fees
*All Pipe work to be 5 foot of building pad
*Relocation of Power Poles by Others
*Relocation of Trees by Others
*Asphalt pricing based on Asphalt Oil Market Index at the time of this proposal.
*All quoted prices are subject to review based on current market conditions.
*Bid subject to confirmation after 30 days

Exclusions:

*No removal of unsuitable material. No Import of any structural or suitable soils to account for soils that will be deemed unsuitable.
*Demucking, rock, and hardpan excavation or removal are not included. Additional pricing will be required if any of these is encountered.
*Clay removal is not included.
*No removal of hazardous materials
*No Landscaping
*No Fencing or Gates
*No Relocation of Existing Utility Lines
*No retaining walls or segmental walls
*No Boundary Survey or Benchmark. Survey expense covers our scope of work layout only and these costs do not include the layout of building corners
*No Removal of existing lines
*No Chemical testing for dewatering
*Excluded Irrigation Meter & RPZ
*No Telemetry Included on Lift Station
*No RTU on Lift Station
*Excavation and backfill for others
*Gas Lines
*Dumpster/Trash Maintenance Pads
*All patio, pool, amenity center, dog park and community garden hardscape work and concrete excluded. We will bring subgrade to within +/- 0.1' subgrade
*Any specialty concrete
*Pavers
*Fencing excluded unless stated as a line item
* Buffer Wall
*Geotechnical testing
*Bollards

Armorform®: Filter Point Mat (FPM):

The Armorform® FPM utilizes a double-layer, 100% nylon fabric form, especially woven for optimum strength, stability, adhesion, and filtering characteristics, combined with a highly fluid fine aggregate concrete (grout) to provide an economical hard armor solution for erosion control. Armorform® revetments can be cast underwater as well as in-the-dry.

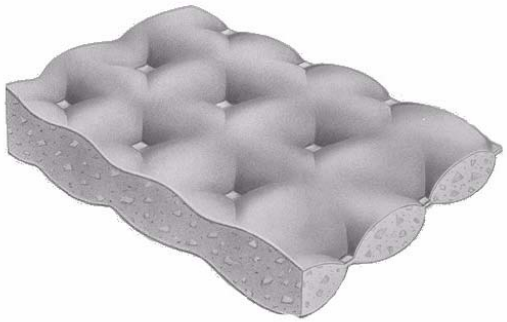
Armorform®: Technical Data

Filter point (FP) revetment fabric is a form for casting in place fine aggregate concrete (grout) revetments. Characterized by a deeply cobbled surface, these rigid revetments exhibit a relatively high coefficient of hydraulic friction which is well suited to attenuation of hydraulic energy. The woven filter points permit escape of ground water to relieve hydrostatic uplift.

Filter point revetment fabrics are woven of 100% high-tenacity, multifilament nylon of which at least 50% by weight consists of textured fibers for optimum filtering characteristics and adhesion to the grout. These fibers have an excellent long-term performance record in the critical areas where the two layers of fabric are joined together to form the filter points. Nylon yarns also provide a relatively high resistance to ultraviolet light and alkali degradation.

The Filter point revetment fabric is shop-assembled in predetermined panel sizes to fit site topography. The panels are convenient to handle and are joined together side-by-side at the job site by means of sewing or zipper closures attached to both the upper and lower layers of fabric.

The panels will contract when they are injected with grout. Allowance must be made for this contraction when preparing shop drawings of panel assemblies. Contraction will vary with site conditions. For budgetary estimates, a minimum contraction allowance should be made for approximately 10% additional fabric to cover the cast-in-place area.



ARMORFORM ® FILTER POINT MAT (FPM)				
FPM size	Filter Point Spacing	Average Thickness	Weight/ sq. ft.	Coverage/ CY of Concrete
5" FPM	5"	2.2"	26 lbs.	135 sq. ft.
8" FPM	8"	4.0"	47 lbs.	75 sq. ft.
10" FPM	10"	6.0"	70 lbs.	50 sq. ft.





Filter Point Mat (FPM) fabric forms are constructed with spaced interwoven filter points to form a lining of required average thickness, deeply cobbled surface and specified weight to provide strength and erosion protection. The design criterion for selection of lining thickness is the same as that used to determine the thickness of conventional concrete slope paving. Relief of hydrostatic uplift pressure, caused by entrapped and ground-water is provided by the woven filter points which are on 5”, 8” or 10” centers. Filter Point Mat (FPM) is

custom fabricated into multiple mill width panels, designed to fit actual site dimensions and topography.

Design Considerations:

- FPM is used where velocities are low, bed load and ice formations are light and a roughness coefficient of N= 0.025 to 0.030 is acceptable.
- FPM is used where wave action is light.
- FPM is ideal for underwater placement.
- FPM should be installed on well compacted soil conditions only.

Armorform®: Guide Specification for Filter Point Mat (FPM)

I. GENERAL

A. Scope of Work

The work shall consist of furnishing all labor, materials, and equipment for installing fabric-formed concrete revetment as indicated in the contract drawings and specified herein.

B. Description

The work shall consist of installing an unreinforced concrete revetment, as indicated in the contract drawings, by positioning a specially woven, dual wall, 100% nylon fabric form on the slope or surface to be protected and injecting it with fine aggregate concrete (grout). The surfaces to be protected shall be prepared and graded to such an extent that they are normally stable in the absence of erosive forces.

C. Qualification of Contractor

The Contractor shall furnish records of past successful experience in performing this type of work. The Contractor shall save the owner harmless from liability of any kind arising from the use of any patented or unpatented invention in the performance of this work.

II. MATERIALS

A. Fiber and Fabric Specifications

Fiber and fabric materials shall meet the minimum requirements, as listed and reported by an independent testing agency, shown below:

B. Fabric Design

Fabric-forming material shall consist of double-layer, open-selvage fabric joined in a mat configuration. Fabric shall be woven of 100% high-tenacity, continuous multifilament nylon of which at least 50% by weight shall be textured fiber. Polyester, staple, and partially orientated yarn shall not be allowed.

Filter Point Fabric, designated as _____FPM on the drawings, shall be woven in such a manner as to provide interwoven points of attachment on spaced centers. *(See Note 1 below)* These points of attachment shall serve to control the thickness of the revetment and also act as “Filter points” to provide relief of hydrostatic uplift pressure beneath the revetment. The filter points shall be woven in a basket or other open weave to allow improved permittivity.

Thickness of the finished revetment shall be measured as described in Section III.D of these specifications.

Note 1: Designer will indicate here the fabric designation required from choice of fabric styles below. Fabric style designates approximate spacing of filter points cast in place in the completed revetment:

5” FPM, 8” FPM, 10” FPM

C. Fabric Porosity

Fabric porosity is essential for the successful execution of this work at the direction of the Engineer; the Contractor shall demonstrate the suitability of fabric design by injecting the proposed grout into 5½" (140 mm) diameter sleeves. The sleeves shall be constructed of a single layer of the same basic fabric material. Test cylinders, 12" (300 mm) long, shall be cut from each specimen and tested in accordance with ASTM C-39. This test will be run once at the start of the project unless otherwise directed by the engineer. (See Item E below)

D. Fabric Assembly

The FPM fabric can be factory sewn into predetermined custom sized panels. The FPM fabric rolls are first cut into the lengths specified on the shop drawings. These fabric pieces are then joined together, top layer to top layer and bottom layer to bottom layer. This will allow for the finished revetment to have the full mat thickness between the top and bottom seam. A single seam in which all four layers of fabric are joined at one point will not be permitted. All factory seams shall face downwards and shall be made using a double-needled machine utilizing the Standard Type 401 stitch. If required, bulkheads (grout stops) may be installed parallel to and in between individual mill widths at predetermined intervals to regulate the flow of fine aggregate concrete. Grout stops shall be designed as to produce full mat thickness along the full length of the grout stop. Completed FPM panels shall be inspected to verify that the proper filter point spacing is maintained throughout the panel.

E. Fine Aggregate Concrete (Grout)

Fine aggregate concrete (grout) shall consist of a mixture of Portland cement, fine aggregate, and water so proportioned and mixed as to provide a readily flowable grout. Admixtures and/or a pozzolan may be used with the approval of the Engineer. Use of super plasticizers requires special precautions; silica fume is not recommended. The hardened fine aggregate concrete shall exhibit a compressive strength of 2,500 psi (17 Mpa) at 28 days when specimens are made and tested according to the provisions of ASTM C-31 and C-39. The average compressive strength of fabric cast test cylinders, as described in paragraph C above, shall be at least 20% higher at 7 days than that of companion test cylinders made in accordance with ASTM C-31, and not less than 3,000 psi (21 Mpa) at 28 days.

III. INSTALLATION

A. Fabric Storage

Immediately following receipt of fabric on the job site, fabric shall be inspected and stored in a clean, dry area where it will not be subject to mechanical damage or exposure to moisture or direct sunlight. Fabric that is allowed to become wet, and then dried, before installation is subject to shrinkage.

B. Site Preparation

The surface to be protected shall be constructed to the line and dimensions as shown on the contract drawings. The area shall be free of all obstruction and organic material, such as rocks and roots. Areas below grade shall be brought to grade using engineered fill or a drainage stone as specified by the Engineer. Anchor and flank trench installation will be in accordance with project plans and specifications.

C. Fabric Placement

The FPM fabric panels shall be positioned over a geotextile filter fabric, as specified by the Engineer, at their approximate design location. The factory assembled panels shall be joined in the field by means of sewing or zipper closures. Adjacent panels shall be joined top layer to top layer and bottom layer to bottom layer. The contractor must make the appropriate allowance for approximately 10% contraction of the fabric in each direction which will occur as a result of grout injection. If joining of panels as described above is impractical, adjacent panels may be overlapped a minimum of 3 feet (900 mm), subject to Engineer's approval. In no case will simple butt joints between panels be allowed. However, a modified butt joint where an underlayment of similar fabric is sewn to one panel and overlapped a minimum of 2 feet (600mm) by the adjacent panel is allowed subject to Engineer's approval.

D. Fine Aggregate Concrete (Grout) Injection

Following placement of FPM fabric panels over the geotextile filter cloth, fine aggregate concrete (grout) shall be injected between the upper and lower layers of fabric through small slits cut in the upper layer of fabric. The injection pipe shall be wrapped tightly at the point of injection with a strip of burlap during pumping. First pump the upper edge of the mat which has been placed in the anchor trench followed by injection into the lower edge, working back up the slope. Avoid over-pressuring of the fabric. After pumping, the burlap shall be pushed into the slit as the injection pipe is withdrawn in order to minimize spillage of grout on the revetment surface. The burlap seal shall be removed prior to the final set of the fine aggregate concrete and the injection area hand-finished. The sequence of grout injection shall be such as to ensure complete filling of the revetment-forming fabric to the thickness specified by the fabric manufacturer.

Foot traffic will not be permitted on the freshly pumped mat when such traffic will cause permanent indentations in the mat surface. Walk boards shall be used where necessary.

Excessive grout which has been inadvertently spilled on the mat surface shall be cleaned up with a broom and shovel. Use of a water hose to remove spilled grout from the surface of a freshly pumped mat will not be permitted.

During grout injection, the mat thickness may be measured by inserting a short piece of stiff wire through the mat at several locations from the crest to the toe of the slope. Any mat measuring less than 90% of the average of all thickness measurements shall be re-injected until desired average thickness has been attained.

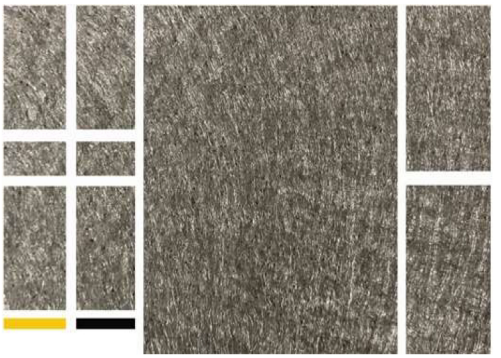
Information contained in this publication is offered in good faith as a guide to placement of Armorform® erosion control revetments. It is based on experience obtained under a variety of conditions. However, information contained herein will not apply to every job and dimensions and quantities shown are approximate only and will vary as a result of site conditions and installation procedures.

Er-Con Technologies, LLC
7201 Fairbanks N. Houston
Houston, TX 77040
TEL: 713.460.4601 FAX: 713.460.8713
www.er-contech.com

NON-WOVEN GEOTEXTILE

GT - 170

SKAPS GT-170 is a needle-punched nonwoven geotextile made of 100% virgin polypropylene staple fibers, which are formed into a random network for dimensional stability. SKAPS GT-170 resists ultraviolet deterioration, rotting, biological degradation, naturally encountered alkalis and acids. Polypropylene is stable within the pH range of 2 to 13. SKAPS GT-170 is NTPEP certified and meets requirements as per AASHTO Standards and/or D.O.T. Standards.



SKAPS GT-170 conforms to the Minimum Average Roll Values (MARV) listed below:

Property	Method	English (MARV[2])	Metric (MARV[2])
Grab Tensile Strength	ASTM D 4632	180 lbs.	0.800 kN
Grab Elongation	ASTM D 4632	50%	50%
Trapezoid Tear Strength	ASTM D 4533	75 lbs.	0.333 kN
CBR Puncture Resistance	ASTM D 6241	475 lbs	2.113 kN
Permittivity[4]	ASTM D 4491	1.4 sec^{-1}	1.4 sec^{-1}
Water Flow[4]	ASTM D 4491	105 gpm/ft^2	4278 $l/min/m^2$
Apparent Opening Size (AOS)[3&4]	ASTM D 4751	70 Std. U.S. Sieve	0.212 mm
UV Resistance	ASTM D 4355	70%/500 hrs.	70%/500 hrs.

Packaging

Roll Dimensions (W x L)	12.5 x 360 ft. 15 x 300 ft.	3.81 m x 109.8 m 4.6 m x 91.4 m
Area Per Roll	500 sq. yards	418.3 sq. meters

Note

1. The property values listed above are subject to change without notice.
2. Minimum Average Roll Values (MARV) is calculated as the average minus two standard deviations. Statistically, it yields approximately 97.5% degree of confidence that any samples taken from quality assurance testing will meet or exceed the values described above.
3. Maximum Average Roll Value (MaxARV)
4. At time of manufacturing. Handling may change these properties.

This information is provided for reference purposes only and is not intended as a warranty or guarantee. SKAPS assumes no liability in connection with the use of this information.

335 Athena Drive, Athens, GA 30601
Ph: (706)-354-3700, Fax: (706)-354-3737, Email: contact@skaps.com
www.skaps.com



PASADENA
RIDGE



Emergency Repair Justification – Handcart Road Drainage Swale & Guardrail Failure

Subject: Request for Emergency Authorization – Handcart Road Drainage Swale & Guardrail Collapse (Northbound Lane, South of Pasadena Ridge Subdivision)
Date: April 28, 2026

Summary of Issue

A significant and rapidly progressing structural failure has occurred along the Handcart Road right-of-way (ROW) drainage swale and adjacent guardrail system. The erosion and undermining now pose an immediate threat to the roadway, the traveling public, and critical supporting infrastructure. Conditions meet the threshold for emergency repair due to imminent roadway failure, public safety hazards, and the approaching rainy season.

Public Works requests authorization for emergency procurement to restore the failed drainage system and stabilize the roadway and guardrail.

Background

During field inspections conducted in April 2026, staff identified severe erosion and structural failure within the Handcart Road right-of-way. The existing grout-fillable fabric reinforcement (GFFR), also known as Armlight/Fabricform, has collapsed due to undermining caused by redirected stormwater flows.

The Pasadena Ridge Phase 1 development previously made improvements within the County ROW. Although these improvements were approved through the County's review process, it appears the contractor did **not** complete all required elements shown on the approved plans. Approximately 950 linear feet of existing GFFR was removed and replaced with a sodded swale without proper termination or armoring of the remaining system.

This created a direct pathway for runoff to flow beneath the remaining mats, resulting in accelerated erosion and collapse of the existing guardrail.

With the rainy season approaching, the rate of erosion is expected to increase rapidly.

Findings from Field Investigation

1. Water Line Ruled Out

A 12" force main water line runs parallel to the ditch.

- Pasco County Utilities performed physical inspection and pressure testing.

- No leakage was detected.
  Conclusion: The water line is not contributing to the erosion.

2. Failure of Existing Grout-Fillable Fabric Reinforcement (GFFR / Armlight / Fabricform)

- The existing GFFR system has **collapsed**.
- Runoff is flowing **beneath** the remaining mats, eroding the supporting soils.
- Undermining caused the guardrail posts and shoulder to lose structural support.
- Operations Group E performed emergency stabilization after discovering the guardrail suspended in midair and the recovery lane shoulder severely compromised.

3. Upstream Modifications by Pasadena Ridge Subdivision

During construction of two new entrances, the subdivision regraded approximately **950 LF** of the ditch along their frontage.

- The contractor removed the existing Armlight/Fabricform and replaced it with a standard sodded swale.
- The removal severed the GFFR system without proper termination, armoring, or required flank trenching.
- This created a direct pathway for runoff to enter beneath the remaining GFFR, accelerating erosion and structural failure.

4. Additional Damage on West Side from Hurricane Milton

- The west side of the ditch sustained major storm damage.
- FDOT is designing and planning repairs under a cost-share agreement.
- The east side failure now threatens the integrity of the entire corridor if not addressed immediately.

Imminent Threats

- Continued undermining will lead to catastrophic roadway embankment failure.
- Guardrail integrity is already compromised, posing a direct public safety hazard.
- The ditch conveys high-volume, high-velocity runoff; erosion will accelerate with the rainy season.
- Delays will significantly increase repair costs and may require full roadway reconstruction.

Regulatory & Liability Exposure

- A known structural failure adjacent to a public roadway creates immediate liability.
- Continued deterioration may jeopardize FDOT's west-side repair project and cost-share arrangement.

Repair Options Considered

1. In-Kind Replacement (Armlight/Fabricform) – Recommended

- Only material capable of handling the required hydraulic loading.
- No design or permitting delays.
- Heavy Metals Site Development (HMSD) inspected the site and submitted a lump-sum proposal of $823,256.00.
  This is the only viable option under emergency conditions.

2. Flexmat

- Technical specifications indicate it cannot withstand the ditch's flow velocities.
- Eliminated from consideration.

3. Gabion Walls

• Requires full engineering design and permitting.
• Total cost (design + permitting + construction) exceeds in-kind GFFR replacement.
• Not feasible under emergency conditions.

4. Annual Pipe Replacement Contract

• Does not include GFFR materials or installation.
• Cannot be used for this scope of work**.**

5. Other Vendors

• Multiple regional vendors contacted
• No availability to perform the work.

Recommendation

Given the active erosion, structural failure, public safety risk, and lack of viable alternatives, this situation meets the criteria for emergency repair authorization. Immediate action is necessary to prevent:
• Loss of roadway
• Collapse of guardrail and shoulder

- Major reconstruction costs
- Disruption to FDOT's adjacent repair project
- Safety hazards to the traveling public

Public Works strongly recommends approving the emergency repair contract with Heavy Metals Site Development for the in-kind GFFR replacement in the amount of $823,256.00.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0776 **DATE:** 6/16/2026

SUBJECT: FAC26-1106 - Jail Expansion Construction - Moss & Associates, LLC - Construction Change Directive CCD082 - Mechanical and Electrical - $49,000.00 - April 6, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. FAC26-1106 - Jail Expansion Construction - Moss & Associates - Construction Change Directive CCD082 - Mechanical and Electrical

Facilities Management Routing Sheet

PASCO COUNTY FLORIDA

OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Erik Breitenbach	TH/EWB	4/6/26
Andrew Baxter		4/6/26
Jordan Andrews		04.02.26

Routine: _X___ Urgent Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Re: Jail Expansion Moss & Assoc. - CCD082 - FAC26-1106

Return via courier to: Chris Koys, Facilities Management C&R, Land O'Lakes Ste. 307

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

THRU: Andrew Baxter, Facilities Management Director

FROM: Jordan M. Andrews, Project Manager

DATE: 4/1/2026 FILE: FAC26-1106

SUBJECT: Jail Expansion - Moss & Associates - Construction Change Directive CCD082 - Mechanical and Electrical - $49,000.00

On July 14, 2020, the Board of County Commissioners (BCC) approved RFP-KM-20-032, Construction Management at Risk Agreement with Moss for the preconstruction phase of the expansion and renovation of the Pasco County Jail Addition.

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement between Pasco County and the Construction Manager (Agreement) to establish a Guaranteed Maximum Price (GMP) and contract time for the work for the Jail Addition Project (Project) in the amount of one hundred ninety-two million, five hundred ninety-five thousand and four hundred and ninety-seven dollars. ($192,595,497.00).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement to increase the GMP and the Project budget for a total of one hundred ninety-eight million, four hundred eighty-four thousand and four hundred ninety-seven dollars ($198,484,497.00), establish and add five million dollars ($5,000,000.00) to Owner's Contingency, and add 102 calendar days to contract time for a final completion date of December 26, 2025.

On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project budget by fourteen million, seven hundred ninety-one thousand, thirteen dollars and fifty-two cents ($14,791,013.52) for a Not to Exceed Amount of two hundred thirteen million, two hundred seventy-five thousand, five hundred ten dollars and fifty-two cents ($213,275,510.52); increase the Owner's Contingency by four million, four hundred sixty-nine thousand, four hundred thirty-one dollars ($4,469,431.00); and add two hundred eighty-four (284) days to the Contract Time for a final completion date of October 6, 2026.

Presented for review and approval is CCD082 in the ROM amount of $49,000.00. This CCD includes design revisions associated with RFI 991R1, specifically the demolition and replacement of three VAV terminals in Area G, along with corresponding updates to HVAC schedules, and the addition of new electrical power connections for VAV5-1-1, VAV5-1-2, and VAV5-1-7. This will be funded from the Owner's Contingency.

CCD NO.	CCD ROM	CONTINGENCY	BALANCE
CCD 082	49,000.00	27,847.25	(21,152.75)

Facilities Management has reviewed CCD082 and finds it to be fair and reasonable. Should you concur, please sign, and return the attached documents to Chris Koys at the Facilities Management Department, 4111 Land O' Lakes Blvd., Suite 307, Land O'Lakes, for distribution.

If you have any questions, please contact Jordan Andrews, Project Manager, at 727.247.8543. Thank you.

Christine Koys

From: Mike Tippy <mtippy@moss.com>
Sent: Tuesday, March 31, 2026 9:25 AM
To: Jordan Andrews; Benjamin Harger
Cc: Andrew W. Baxter; Christine Koys; Jeffrey Sellers
Subject: 1112007 PCJE - CCD#82 ROM

Jordan, Ben,
I am following up on the ROM pricing for CCD 82 for the for the multidisciplinary changes.

While CCD 82 has yet to be fully executed by Pasco, Moss has reviewed the initial version of the CCD provided by HOK on 3/27/2026 and has prepared the following ROM pricing based on our subcontractor feedback:

ROM Estimate, this CCD is anticipated to be a cost to the Owner in the amount of **$49,000.00.**

- $34,000 Mechanical
- $15,000 Electrical

This ROM assumes the funding will come from the Owner's Contingency within the existing contract. It does not include the expected cost and impact of additional time or CM markup for fees and insurance. This also assumes no cost from other trades currently on site supporting the directly affected subcontractors.

Please provide the executed CCD, providing us authorization to proceed.
As always, we will work to mitigate any related impact.

Thank you,

AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CCD INFORMATION:
Pasco County Jail Expansion	Contract For: General Construction Date: 05-19-2020	Directive Number: CCD 82 Date: 03/26/2026
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
Pasco County 4111 Land O'Lakes Blvd., Suite 107 Land O' Lakes, FL 34638	Hellmuth, Obata & Kassabaum, Inc. One Tampa City Center, Suite 1800 Tampa, FL 33602	Moss & Associates, LLC 5401 W Kennedy Boulevard, Suite 1060 Tampa, FL 33609

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Modifications are associated with the Jail Expansion updates and clarifications. Refer to the enclosed narrative for additional information.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [ ] Lump Sum unchanged $ 0.00
   - [ ] Unit Price of $ 0.00 per
   - [ ] Cost, as defined below, plus the following fee: 0.00
     (Insert a definition of, or method for determining, cost)
   - [X] As follows: To be determined and provided by Moss at a later date

2. The Contract Time will be unchanged by TBD days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Signature)*	- See attached signature page - OWNER *(Signature)*	CONTRACTOR *(Signature)*
Eduardo Pabon; Project Architect *(Printed name, title, and license number if required)*	- See attached signature page - *(Printed name and title)*	*(Printed name and title)*
03/26/2026 *Date*	- See attached signature page - *Date*	*Date*

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User Notes: (68b9a3507715b66c3b708acb)

SIGNATURE PAGE

Approved by Andrew Baxter,
Facilities Management Director

4/6/26
CCD082 dated

Approved by Erik K. Breitenbach, P.E., CEM,
Assistant County Administrator
(Internal Services)

6 APR 26
CCD082 dated

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User Notes:
(6894a4ee8226e088ececf6c9)

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0770 **DATE:** 6/16/2026

SUBJECT: FAC26-1111 – Fire Rescue Station No. 1 - CAR No. CM-005 – Ajax Building Company, LLC.,– $4,989.00 – June 16, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. FAC26-1111 – Fire Rescue Station No. 1 - CAR No. CM-005 – Ajax Building Company, LLC.,– $4,989.00 – June 16, 2026

EXHIBIT F

Pasco County, Florida

CONTINGENCY AUTHORIZATION RELEASE (CAR)

TASK ORDER NO. FM24-030 – Fire Rescue Station No. 1 CAR No.CM-005

CONSTRUCTION MANAGER. Ajax Building Company, LLC.

Bid No.: RFP-DS-23-076 Task Order No. FM24-030 Contract No. 6206

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes to the above task order, in accordance with all applicable requirements. The CONSTRUCTION MANAGER waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this CCAR.

DESCRIPTION OF MANAGER'S (CM) CONTINGENCY

WORK TO BE PERFORMED	**COST IMPACT**	**DAYS**
RFI-076 Concrete Pavement Reinforcing – Discrepancies Between the civil and architectural details of the 6-inch concrete pavement showed two different materials being used and it was determined that rebar should be used in place of welded wire mesh.	$ 4,989.00	0

	Amount:	**Days:**
CM Contingency Amount included in Task Order:	**$350,706.00**	**60**
Total of All Previous CM CARs:	**$ 99,926.48**	**0**
Balance of CM Contingency Amount Available:	**$250,779.52**	**0**
Total CM Contingency Amount – This CAR:	**$ 4,989.00**	**0**
Remaining CM Contingency Amount Balance:	**$245,790.52**	**60**

Whereupon this CAR No. CM-005 has been executed by the parties or by their respective authorized representatives.

CONSTRUCTION MANAGER:
AJAX BUILDING COMPANY, LLC.

Witness

Witness

By: _____ [SEAL]

Name: Cameron Temple

Title: Project Manager, Ajax

Date: 4/20/2026

COUNTY: PASCO COUNTY, FLORIDA

By: _____

Name: Brittany Russell

Title: Sr. Project Manager

Date: 5/6/26

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0775 **DATE:** 6/16/2026

SUBJECT: FAC26-1105 - Jail Expansion Construction - Moss & Associates, LLC - Construction Change Directive CCD081 - Demolition, Concrete, Steel, Roofing, Fireproofing, Fire Protection, Mechanical and Electrical - $110,000.00 - April 9, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. FAC26-1105 - Jail Expansion Construction - Moss & Associates - CCD081

Facilities Management Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Michael Carballa	mjc	4/9/26
Erik Breitenbach	EMB	6 APR 26
Andrew Baxter	AB	4/6/26
Jordan Andrews	JA	04.02.26

Routine: ___X____ Urgent _____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Re: Jail Expansion - Moss & Assoc. - CCD081 - FAC26-1105

Return via email & courier to Chris Koys, Facilities Management, C&R, Land O'Lakes

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E., County Administrator

DATE: 4/1/2026 FILE: FAC26-1105

THRU: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

FROM: Andrew W. Baxter, Facilities Management Director

SUBJECT: Jail Expansion - Moss & Associates, LLC - Construction Change Directive CCD081 - Demolition, Concrete, Steel, Roofing, Fireproofing, Fire Protection, Mechanical and Electrical - $110,000.00

On July 14, 2020, the Board of County Commissioners (BCC) approved RFP-KM-20-032, Construction Management at Risk Agreement with Moss for the preconstruction phase of the expansion and renovation of the Pasco County Jail Addition.

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement between Pasco County and the Construction Manager to establish a Guaranteed maximum price and contract time for the work for the Jail Addition Project in the amount of one hundred ninety-two million, five hundred ninety-five thousand and four hundred and ninety-seven dollars. ($192,595,497.00).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement between Pasco County and the Construction Manager to increase the Guaranteed Maximum Price and the project budget for a total of one hundred ninety-eight million, four hundred eighty-four thousand and four hundred ninety-seven dollars ($198,484,497.00), establish and add five million dollars ($5,000,000.00) to Owner's Contingency, and add 102 calendar days to contract time for a final completion date of December 26, 2025.

On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project budget by fourteen million, seven hundred ninety-one thousand, thirteen dollars and fifty-two cents ($14,791,013.52) for a Not to Exceed Amount of two hundred thirteen million, two hundred seventy-five thousand, five hundred ten dollars and fifty-two cents ($213,275,510.52); increase the Owner's Contingency by four million, four hundred sixty-nine thousand, four hundred thirty-one dollars ($4,469,431.00); and add two hundred eighty-four (284) days to the Contract Time for a final completion date of October 6, 2026.

Presented for your review and approval is Construction Change Directive CCD081 in the ROM amount of $110,000.00. This CCD includes multidisciplinary design revisions across architectural, electrical, mechanical, fire protection, and laundry systems. These include adding interior elevations for Central Mail Room equipment, adjusting chain-link fencing for relocated dryers, sloped floor additions at the Area K–G connection, revising electrical panel schedules and outlet/disconnect changes, conversion of fire protection systems from pre-action to dry-pipe in multiple areas, adding exhaust and transfer air components, revised make-up air and exhaust routing for dryer relocations, updating HVAC schedules, and relocating laundry equipment and ventilation.

This will be funded by the Owner's Contingency.

CCD NO.	CCD ROM	CONTINGENCY	BALANCE
CCD 081	110,000.00	137,847.25	27,847.25

Facilities Management reviewed CCD081 and found it to be fair and reasonable. Should you concur, please sign, and return the attached documents to Chris Koys at the Facilities Management Department, 4111 Land O'Lakes Blvd., Suite 307, Land O'Lakes, for distribution.

If you have any questions, please contact Jordan Andrews, Project Manager, at 727.247.8543. Thank you.

Approved:

Michael J. Carballa, P.E., County Administrator

4/9/26
Dated

Christine Koys

From: Mike Tippy <mtippy@moss.com>
Sent: Tuesday, March 31, 2026 9:25 AM
To: Jordan Andrews; Benjamin Harger
Cc: Andrew W. Baxter; Christine Koys; Jeffrey Sellers
Subject: 1112007 PCJE - CCD#81 ROM

Jordan, Ben,
I am following up on the ROM pricing for CCD #81 for the multidisciplinary changes.

While CCD #81 has yet to be fully executed by Pasco, Moss has reviewed the initial version of the CCD provided by HOK on 3/20/2026 and has prepared the following ROM pricing based on our subcontractor feedback:

ROM Estimate, this CCD is anticipated to be a cost to the Owner in the amount of **$110,000**

- $2,500 Demolition
- $20,000 Concrete
- $5,000 Steel
- $10,000 Roofing
- $3,000 Fireproofing
- $5,000 Fire Protection
- $45,000 Mechanical
- $19,500 Electrical

This ROM assumes the funding will come from the Owner's Contingency within the existing contract. It does not include the expected cost and impact of additional time or CM markup for fees and insurance. This also assumes no cost from other trades currently on site supporting the directly affected subcontractors.

Please provide the executed CCD, providing us authorization to proceed.
As always, we will work to mitigate any related impact.

Thank you,

AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CCD INFORMATION:
Pasco County Jail Expansion	Contract For: General Construction Date: 05-19-2020	Directive Number: CCD 81 Date: 03/20/2026
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
Pasco County 4111 Land O'Lakes Blvd., Suite 107 Land O' Lakes, FL 34638	Hellmuth, Obata & Kassabaum, Inc. One Tampa City Center, Suite 1800 Tampa, FL 33602	Moss & Associates, LLC 5401 W Kennedy Boulevard, Suite 1060 Tampa, FL 33609

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Modifications are associated with the Jail Expansion updates and clarifications. Refer to the enclosed narrative for additional information.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [ ] Lump Sum unchanged $ 0.00
   - [ ] Unit Price of $ 0.00 per
   - [ ] Cost, as defined below, plus the following fee: 0.00
     (Insert a definition of, or method for determining, cost)
   - [X] As follows: To be determined and provided by Moss at a later date

2. The Contract Time will be unchanged by TBD days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Signature)*	- See attached signature page - OWNER *(Signature)*	CONTRACTOR *(Signature)*
Eduardo Pabon; Project Architect *(Printed name, title, and license number if required)*	- See attached signature page - *(Printed name and title)*	*(Printed name and title)*
03/20/2026 *Date*	- See attached signature page - *Date*	*Date*

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User Notes: (68b9a3507715b66c3b708acb)

SIGNATURE PAGE

Approved by Andrew Baxter,
Facilities Management Director

4/6/26
CCD081 dated

Approved by Erik K. Breitenbach, P.E., CEM,
Assistant County Administrator
(Internal Services)

6 APR 26
CCD081 dated

Approved by Michael J. Carballa, P.E.,
County Administrator

4/9/26
CCD081 dated

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User Notes:
(6894a4ee8226e088ececf6c9)

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0777 **DATE:** 6/16/2026

SUBJECT: FAC26-1125 – Fire Rescue Station No. 19 – CAR No. CM-017 – Ajax Building Company, LLC., – $3,198.00 – May 11, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. FAC26-1125 – Fire Rescue Station No. 19 – CAR No. CM-017 – Ajax Building Company, LLC., – $3,198.00 – May 11, 2026

Facilities Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Ben Harger	BH	5-11-26

Routine: _X___ Urgent ____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Description: Memorandum FAC26-1125 CAR No. CM-017

Return via courier to: Kimberly Corson, Hap Clark Suite 307

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Benjamin Harger,
Sr. Project Manager

DATE: 5/11/2026 FILE: FAC26-1125

FROM: Kimberly Corson
Project Coordinator III

SUBJECT: Fire Rescue Station No. 19 - CAR No. CM-017 – Ajax Building Company, LLC., – $3,198.00

On June 10, 2024, the County Administrator approved Task Order FM24-022, Construction Management at Risk Agreement CMAR with Ajax Building Company, LLC. (Ajax) for pre-construction services of Fire Station No. 19 in the Not to Exceed (NTE) amount of $42,552.35.

On December 10, 2024, the BCC approved Amendment No. 1 to Task Order FM24-022, which established the Guaranteed Maximum Price (GMP) in the NTE amount of $15,379,609.00 which included $461,375.00 for the Construction Manager's Contingency and sixty (60) Contingency days.

Presented for your approval per Section 2 – Guaranteed Maximum Price - GMP Amendment is CAR No.CM-017 for the following:

RFI #076 – Provide EIFS system at Balcony due to elevation revision. (Code CO-DC). This results in a cost increase of $3,198.00, which will be taken from the Construction Manager's Contingency.

The scope and total cost of CAR No. CM-017 have been evaluated by the Construction and Renovation team who find it to be a fair and reasonable sum for this work and recommend approval of this CAR. Should you concur, please sign, and return the two attached original CARs to Kimberly Corson at Facilities Management, 4111 Land O' Lakes Suite 307, in Land O' Lakes for distribution.

If you have any questions, please contact Ben Harger, Sr. Project Manager, at 727-992-0690. Thank you.

BH/KC

Approved:

Benjamin Harger, Sr. Project Manager

5-11-26
Date

EXHIBIT F

Pasco County, Florida

CONTINGENCY AUTHORIZATION RELEASE (CAR)

TASK ORDER NO. FM24-022 – Fire Rescue Station No. 19 CAR No.CM-017

CONSTRUCTION MANAGER. Ajax Building Company, LLC.

Bid No.: RFP-DS-23-076 Task Order No. FM24-022 Contract No. 6117

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes to the above task order, in accordance with all applicable requirements. The CONSTRUCTION MANAGER waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this CM-CAR.

DESCRIPTION OF MANAGER'S (CM) CONTINGENCY

WORK TO BE PERFORMED	**COST IMPACT**	**DAYS**
RFI #076 Provide EIFS system at Balcony due to elevation revision.	$ 3,198.00	0
	Amount:	**Days:**
CM Contingency Amount included in Task Order:	**$461,375.00**	**60**
Total of All Previous CM CARs:	**$349,786.83**	**60**
Balance of CM Contingency Amount Available:	**$111,588.17**	**0**
Total CM Contingency Amount – This CAR:	**$ 3,198.00**	**0**
Remaining CM Contingency Amount Balance:	**$108,390.17**	**0**

Whereupon this CAR No. CM-017 has been executed by the parties or by their respective authorized representatives.

CONSTRUCTION MANAGER:
AJAX BUILDING COMPANY, LLC.

Witness

Witness

By: _____ [SEAL]

Name: ETHAN TURNER
Title: PROJECT MANAGER
Date: 5/7/2026

COUNTY: PASCO COUNTY, FLORIDA

By: _____

Name: Benjamin Harger
Title: Sr. Project Manager
Date: 5-11-26

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0778 **DATE:** 6/16/2026

SUBJECT: FAC26-1126 – Fire Rescue Station No. 19 – CAR No. CM-018 – Ajax Building Company, LLC., – $4,773.00 – May 11, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. FAC26-1126 – Fire Rescue Station No. 19 – CAR No. CM-018 – Ajax Building Company, LLC., – $4,773.00 – May 11, 2026

Facilities Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Ben Harger	BH	5-11-26

Routine: _X___ Urgent ____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Description: Memorandum FAC26-1126 CAR No. CM-018

Return via courier to: Kimberly Corson, Hap Clark Suite 307

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Benjamin Harger,
Sr. Project Manager

DATE: 5/11/2026 FILE: FAC26-1126

FROM: Kimberly Corson
Project Coordinator III

SUBJECT: Fire Rescue Station No. 19 - CAR No. CM-018 – Ajax Building Company, LLC., – $4,773.00

On June 10, 2024, the County Administrator approved Task Order FM24-022, Construction Management at Risk Agreement CMAR with Ajax Building Company, LLC. (Ajax) for pre-construction services of Fire Station No. 19 in the Not to Exceed (NTE) amount of $42,552.35.

On December 10, 2024, the BCC approved Amendment No. 1 to Task Order FM24-022, which established the Guaranteed Maximum Price (GMP) in the NTE amount of $15,379,609.00 which included $461,375.00 for the Construction Manager's Contingency and sixty (60) Contingency days.

Presented for your approval per Section 2 – Guaranteed Maximum Price - GMP Amendment is CAR No.CM-018 for the following:

RFI #085 – Clean out existing swale and add sod. (Code CO-DC). This results in a cost increase of $4,773.00, which will be taken from the Construction Manager's Contingency.

The scope and total cost of CAR No. CM-018 have been evaluated by the Construction and Renovation team who find it to be a fair and reasonable sum for this work and recommend approval of this CAR. Should you concur, please sign, and return the two attached original CARs to Kimberly Corson at Facilities Management, 4111 Land O' Lakes Suite 307, in Land O' Lakes for distribution.

If you have any questions, please contact Ben Harger, Sr. Project Manager, at 727-992-0690. Thank you.

BH/KC

Approved:

Benjamin Harger, Sr. Project Manager

5-11-26
Date

EXHIBIT F

Pasco County, Florida

CONTINGENCY AUTHORIZATION RELEASE (CAR)

TASK ORDER NO. FM24-022 – Fire Rescue Station No. 19 CAR No.CM-018

CONSTRUCTION MANAGER. Ajax Building Company, LLC.

Bid No.: RFP-DS-23-076 Task Order No. FM24-022 Contract No. 6117

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes to the above task order, in accordance with all applicable requirements. The CONSTRUCTION MANAGER waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this CM-CAR.

DESCRIPTION OF MANAGER'S (CM) CONTINGENCY

WORK TO BE PERFORMED	**COST IMPACT**	**DAYS**
RFI #085 – Clean out existing swale and add sod.	$ 4,773.00	0
	Amount:	**Days:**
CM Contingency Amount included in Task Order:	**$461,375.00**	**60**
Total of All Previous CM CARs:	**$352,984.83**	**60**
Balance of CM Contingency Amount Available:	**$108,390.17**	**0**
Total CM Contingency Amount – This CAR:	**$ 4,773.00**	**0**
Remaining CM Contingency Amount Balance:	**$103,617.17**	**0**

Whereupon this CAR No. CM-018 has been executed by the parties or by their respective authorized representatives.

CONSTRUCTION MANAGER:
AJAX BUILDING COMPANY, LLC.

Witness

Witness

By: _____ [SEAL]

Name: ETHAN TURNER
Title: PROJECT MANAGER
Date: 5/7/2026

COUNTY: PASCO COUNTY, FLORIDA

By: _____

Name: Benjamin Harger
Title: Sr. Project Manager
Date: 5-11-26

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0779 **DATE:** 6/16/2026

SUBJECT: FAC26-1127 – Fire Rescue Station No. 19 – CAR No. CM-019 – Ajax Building Company, LLC., – $2,747.00 – May 11, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. FAC26-1127 – Fire Rescue Station No. 19 – CAR No. CM-019 – Ajax Building Company, LLC., – $2,747.00 – May 11, 2026

Facilities Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Ben Harger	BH	5-11-26

Routine: _X___ Urgent ____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Description: Memorandum FAC26-1127 CAR No. CM-019

Return via courier to: Kimberly Corson, Hap Clark Suite 307

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Benjamin Harger,
Sr. Project Manager

DATE: 5/11/2026 FILE: FAC26-1127

FROM: Kimberly Corson
Project Coordinator III

SUBJECT: Fire Rescue Station No. 19 - CAR No. CM-019 – Ajax Building Company, LLC., – $2,747.00

On June 10, 2024, the County Administrator approved Task Order FM24-022, Construction Management at Risk Agreement CMAR with Ajax Building Company, LLC. (Ajax) for pre-construction services of Fire Station No. 19 in the Not to Exceed (NTE) amount of $42,552.35.

On December 10, 2024, the BCC approved Amendment No. 1 to Task Order FM24-022, which established the Guaranteed Maximum Price (GMP) in the NTE amount of $15,379,609.00 which included $461,375.00 for the Construction Manager's Contingency and sixty (60) Contingency days.

Presented for your approval per Section 2 – Guaranteed Maximum Price - GMP Amendment is CAR No.CM-019 for the following:

RFI #07 – Camera and clean out of an existing manhole, this manhole was recently discovered. (Code CO-DC). This results in a cost increase of $2,747.00, which will be taken from the Construction Manager's Contingency.

The scope and total cost of CAR No. CM-019 have been evaluated by the Construction and Renovation team who find it to be a fair and reasonable sum for this work and recommend approval of this CAR. Should you concur, please sign, and return the two attached original CARs to Kimberly Corson at Facilities Management, 4111 Land O' Lakes Suite 307, in Land O' Lakes for distribution.

If you have any questions, please contact Ben Harger, Sr. Project Manager, at 727-992-0690. Thank you.

BH/KC

Approved:

Benjamin Harger, Sr. Project Manager

5-11-26
Date

EXHIBIT F

Pasco County, Florida

CONTINGENCY AUTHORIZATION RELEASE (CAR)

TASK ORDER NO. FM24-022 – Fire Rescue Station No. 19 CAR No.CM-019

CONSTRUCTION MANAGER. Ajax Building Company, LLC.

Bid No.: RFP-DS-23-076 Task Order No. FM24-022 Contract No. 6117

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes to the above task order, in accordance with all applicable requirements. The CONSTRUCTION MANAGER waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this CM-CAR.

DESCRIPTION OF MANAGER'S (CM) CONTINGENCY

WORK TO BE PERFORMED	**COST IMPACT**	**DAYS**
RFI #072 – Camera and clean out of an existing discovered manhole.	$ 2,747.00	0
	Amount:	**Days:**
CM Contingency Amount included in Task Order:	**$461,375.00**	**60**
Total of All Previous CM CARs:	**$357.757.83**	**60**
Balance of CM Contingency Amount Available:	**$103,617.17**	**0**
Total CM Contingency Amount – This CAR:	**$ 2,747.00**	**0**
Remaining CM Contingency Amount Balance:	**$100,870.17**	**0**

Whereupon this CAR No. CM-019 has been executed by the parties or by their respective authorized representatives.

CONSTRUCTION MANAGER:
AJAX BUILDING COMPANY, LLC.

Witness

Witness

By: _____ [SEAL]

Name: ETHAN TURNER
Title: PROJECT MANAGER
Date: 5/7/2026

COUNTY: PASCO COUNTY, FLORIDA

By: _____

Name: Benjamin Harger
Title: Sr. Project Manager
Date: 5-11-26

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0780 **DATE:** 6/16/2026

SUBJECT: FAC26-1128 – Fire Rescue Station No. 19 – CAR No. CM-020 – Ajax Building Company, LLC., – $4,686.00 – May 11, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. FAC26-1128 – Fire Rescue Station No. 19 – CAR No. CM-020 – Ajax Building Company, LLC., – $4,686.00 – May 11, 2026

Facilities Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Ben Harger	BH	5-11-26

Routine: _X___ Urgent ____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Description: Memorandum FAC26-1128 CAR No. CM-020

Return via courier to: Kimberly Corson, Hap Clark Suite 307

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Benjamin Harger,
Sr. Project Manager

DATE: 5/11/2026 FILE: FAC26-1128

FROM: Kimberly Corson
Project Coordinator III

SUBJECT: Fire Rescue Station No. 19 - CAR No. CM-020 – Ajax Building Company, LLC., – $4,686.00

On June 10, 2024, the County Administrator approved Task Order FM24-022, Construction Management at Risk Agreement CMAR with Ajax Building Company, LLC. (Ajax) for pre-construction services of Fire Station No. 19 in the Not to Exceed (NTE) amount of $42,552.35.

On December 10, 2024, the BCC approved Amendment No. 1 to Task Order FM24-022, which established the Guaranteed Maximum Price (GMP) in the NTE amount of $15,379,609.00 which included $461,375.00 for the Construction Manager's Contingency and sixty (60) Contingency days.

Presented for your approval per Section 2 – Guaranteed Maximum Price - GMP Amendment is CAR No.CM-020 for the following:

RFI #035 – Revised concrete and masonry due to the coordination of the building structure and retaining wall.. (Code CO-AE). This results in a cost increase of $4,686.00, which will be taken from the Construction Manager's Contingency.

The scope and total cost of CAR No. CM-020 have been evaluated by the Construction and Renovation team who find it to be a fair and reasonable sum for this work and recommend approval of this CAR. Should you concur, please sign, and return the two attached original CARs to Kimberly Corson at Facilities Management, 4111 Land O' Lakes Suite 307, in Land O' Lakes for distribution.

If you have any questions, please contact Ben Harger, Sr. Project Manager, at 727-992-0690. Thank you.

BH/KC

Approved:

Benjamin Harger, Sr. Project Manager

5-11-26
Date

EXHIBIT F

Pasco County, Florida

CONTINGENCY AUTHORIZATION RELEASE (CAR)

TASK ORDER NO. FM24-022 – Fire Rescue Station No. 19 CAR No. CM-020

CONSTRUCTION MANAGER. Ajax Building Company, LLC.

Bid No.: RFP-DS-23-076 Task Order No. FM24-022 Contract No. 6117

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes to the above task order, in accordance with all applicable requirements. The CONSTRUCTION MANAGER waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this CM-CAR.

DESCRIPTION OF MANAGER'S (CM) CONTINGENCY

WORK TO BE PERFORMED	**COST IMPACT**	**DAYS**
RFI #035 – Revised concrete and masonry due to the coordination of the building structure and retaining wall.	$ 4,686.00	0

	Amount:	**Days:**
CM Contingency Amount included in Task Order:	**$461,375.00**	**60**
Total of All Previous CM CARs:	**$360,504.83**	**60**
Balance of CM Contingency Amount Available:	**$100,870.17**	**0**
Total CM Contingency Amount – This CAR:	**$ 4,686.00**	**0**
Remaining CM Contingency Amount Balance:	**$ 96,184.17**	**0**

Whereupon this CAR No. CM-020 has been executed by the parties or by their respective authorized representatives.

CONSTRUCTION MANAGER:
AJAX BUILDING COMPANY, LLC.

Witness

Witness

By: _____ [SEAL]

Name: ETHAN TURNER
Title: PROJECT MANAGER
Date: 5/7/2026

COUNTY: PASCO COUNTY, FLORIDA

By: _____

Name: Benjamin Harger
Title: Sr. Project Manager
Date: 5-11-26

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0781 **DATE:** 6/16/2026

SUBJECT: FAC26-1129 – Fire Rescue Station No. 19 – CAR No. CM-021 – Ajax Building Company, LLC., – $4,966.00 – May 11, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. FAC26-1129 – Fire Rescue Station No. 19 – CAR No. CM-021 – Ajax Building Company, LLC., – $4,966.00 – May 11, 2026

Facilities Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Ben Harger	BH	5-11-26

Routine: _X___ Urgent ____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Description: Memorandum FAC26-1129 CAR No. CM-021

Return via courier to: Kimberly Corson, Hap Clark Suite 307

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Benjamin Harger, Sr. Project Manager

DATE: 5/11/2026 FILE: FAC26-1129

FROM: Kimberly Corson Project Coordinator III

SUBJECT: Fire Rescue Station No. 19 - CAR No. CM-021 – Ajax Building Company, LLC., – $4,966.00

On June 10, 2024, the County Administrator approved Task Order FM24-022, Construction Management at Risk Agreement CMAR with Ajax Building Company, LLC. (Ajax) for pre-construction services of Fire Station No. 19 in the Not to Exceed (NTE) amount of $42,552.35.

On December 10, 2024, the BCC approved Amendment No. 1 to Task Order FM24-022, which established the Guaranteed Maximum Price (GMP) in the NTE amount of $15,379,609.00 which included $461,375.00 for the Construction Manager's Contingency and sixty (60) Contingency days.

Presented for your approval per Section 2 – Guaranteed Maximum Price - GMP Amendment is CAR No.CM-021 for the following:

RFI #112 – Revised electrical controls for the Apparatus Bay exhaust fans. (Code CO-AE). This results in a cost increase of $4,966.00, which will be taken from the Construction Manager's Contingency.

The scope and total cost of CAR No. CM-021 have been evaluated by the Construction and Renovation team who find it to be a fair and reasonable sum for this work and recommend approval of this CAR. Should you concur, please sign, and return the two attached original CARs to Kimberly Corson at Facilities Management, 4111 Land O' Lakes Suite 307, in Land O' Lakes for distribution.

If you have any questions, please contact Ben Harger, Sr. Project Manager, at 727-992-0690. Thank you.

BH/KC

Approved:

Benjamin Harger, Sr. Project Manager

5-11-26
Date

EXHIBIT F

Pasco County, Florida

CONTINGENCY AUTHORIZATION RELEASE (CAR)

TASK ORDER NO. FM24-022 – Fire Rescue Station No. 19 CAR No. CM-021

CONSTRUCTION MANAGER. Ajax Building Company, LLC.

Bid No.: RFP-DS-23-076 Task Order No. FM24-022 Contract No. 6117

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes to the above task order, in accordance with all applicable requirements. The CONSTRUCTION MANAGER waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this CM-CAR.

DESCRIPTION OF MANAGER'S (CM) CONTINGENCY

WORK TO BE PERFORMED	**COST IMPACT**	**DAYS**
RFI #112 – Revised electrical controls for the Apparatus Bay exhaust fans.	$ 4,966.00	0
	Amount:	**Days:**
CM Contingency Amount included in Task Order:	**$461,375.00**	**60**
Total of All Previous CM CARs:	**$365,190.83**	**60**
Balance of CM Contingency Amount Available:	**$ 96,184.17**	**0**
Total CM Contingency Amount – This CAR:	**$ 4,966.00**	**0**
Remaining CM Contingency Amount Balance:	**$ 91,218.17**	**0**

Whereupon this CAR No. CM-021 has been executed by the parties or by their respective authorized representatives.

CONSTRUCTION MANAGER:
AJAX BUILDING COMPANY, LLC.

Witness

Witness

By: _____ [SEAL]

Name: ETHAN TURNER
Title: PROJECT MANAGER
Date: 5/7/2026

COUNTY: PASCO COUNTY, FLORIDA

By: _____

Name: Benjamin Harger
Title: Sr. Project Manager
Date: 5-11-26

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0782 **DATE:** 6/16/2026

SUBJECT: FAC26-1107 - Jail Expansion Construction - Moss & Associates, LLC - Budget Transfer BT0634 for Construction Change Directive CCD075- $277,235.35 - April 21, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. FAC26-1107 - Jail Expansion Construction - Budget Transfer BT0634 for CCD075

Facilities Management Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Michael Carballa	mjc	4/21/26
Erik Breitenbach		FD APR 26
Andrew Baxter		4/8/26
Jordan Andrews		4.2.2026

Routine: _X___ Urgent ____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Re: Jail Expansion Moss & Assoc. Budget Transfer BT0634 - FAC26-1107

Return via courier to Chris Koys, Facilities Mngmt C&R, 4111 LOL Blvd., Suite 307

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E., County Administrator

DATE: 4/2/2026 FILE: FAC26-1107

THRU: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

FROM: Andrew W. Baxter, Facilities Management Director

SUBJECT: Jail Expansion - Moss & Associates, LLC - Potential Change Item (PCI) Budget Transfer BT0634 for Construction Change Directive CCD075 - Demolition, Concrete, Millwork, Framing/Drywall, Flooring, Plumbing, HVAC, Electrical, and Security - $277,235.35

On July 14, 2020, the Board of County Commissioners (BCC) approved RFP-KM-20-032, Construction Management at Risk Agreement with Moss for the preconstruction phase of the expansion and renovation of the Pasco County Jail Addition.

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement between Pasco County and the Construction Manager (Agreement) to establish a Guaranteed Maximum Price (GMP) and contract time for the work for the Jail Addition Project (Project) in the amount of one hundred ninety-two million, five hundred ninety-five thousand and four hundred and ninety-seven dollars. ($192,595,497.00).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement to increase the GMP and the Project budget for a total of one hundred ninety-eight million, four hundred eighty-four thousand and four hundred ninety-seven dollars ($198,484,497.00), establish and add five million dollars ($5,000,000.00) to Owner's Contingency, and add 102 calendar days to contract time for a final completion date of December 26, 2025.

On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project budget by fourteen million, seven hundred ninety-one thousand, thirteen dollars and fifty-two cents ($14,791,013.52) for a Not to Exceed Amount of two hundred thirteen million, two hundred seventy-five thousand, five hundred ten dollars and fifty-two cents ($213,275,510.52); increase the Owner's Contingency by four million, four hundred sixty-nine thousand, four hundred thirty-one dollars ($4,469,431.00); and add two hundred eighty-four (284) days to the Contract Time for a final completion date of October 6, 2026.

Presented for review and approval is BT0634 for CCD075 in the amount of $277,235.35. The ROM for CCD075, approved February 25, 2026, was $250,000.00; a copy is attached at the end of the documents for reference.

Demolition includes adding the demolition scope and adding slab cutting for laundry thickened slabs. Concrete includes adding foundations for walls between Areas G and K and adding thickened slabs at the laundry room. Millwork includes adding cabinetry and countertops to the dental exam room. Framing/drywall includes adding scope and deleting walls and ceilings from Area H on the second floor. Plumbing includes adding air and water piping for dental chairs and laundry equipment and adding provisions for relocated points of connection and AGS panel. HVAC includes adding a variable air volume terminal and associated ductwork at Area G, and

deletion of air distribution devices from Area H on the second floor. Electrical includes adding fixtures, circuits, breakers and receptacles, including raceways and wiring, and deleting fixtures from Area H on the second floor. Security includes deleting cameras from Area H on the second floor. This will be funded by the Owner's Contingency.

BT NO.	BT AMOUNT	ROM AMOUNT	DIFFERENCE	CONTINGENCY	BALANCE
0634 for CCD075	250,000.00	277,235.35	(27,235.35)	(21,152.75)	(48,388.10)

Facilities Management has reviewed BT0634 for CCD075 and finds it to be fair and reasonable. Should you concur, please sign, and return the attached documents to Chris Koys at the Facilities Management Department, 4111 Land O'Lakes Blvd., Suite 307, Land O'Lakes, for distribution.

If you have any questions, please contact Jordan Andrews, Project Manager, at 727.247.8543. Thank you.

Approved:

Michael J. Carballa, P.E., County Administrator

4/21/26
Dated

March 23, 2026

Jordan Andrews
Pasco County - Project Manager
7220 Osteen Road
New Port Richey, FL 34653
jandrews@pascocountyfl.net

RE: BT0634 – Construction Change Directive #75
Pasco County Jail Expansion
20101 Central Blvd.
Land O' Lakes, FL 34637

Dear Mr. Andrews,

This letter provides detailed information about all the costs associated with Construction Change Directive #75, including changes in the Demolition, Concrete, Millwork, Framing & Drywall, Flooring, Plumbing, HVAC, Electrical, and Security scopes of work. Moss has evaluated and vetted the attached subcontractor pricing and is pleased to present the following for CCD #75.

CCD #75 pricing for Demolition includes the following changes:

- Added demolition scope from RFIs encapsulated within this CCD
- Added slab cutting for laundry thickened slabs

CCD #75 pricing for Concrete includes the following changes:

- Added foundations for walls between Areas G & K
- Added thickened slabs at laundry room

CCD #75 pricing for Millwork includes the following changes:

- Added cabinetry and countertops at dental exam room

CCD #75 pricing for Framing & Drywall includes the following changes:

- Added framing and drywall scope from RFIs encapsulated within this CCD
- Deletion of walls and ceilings from Area H 2nd floor

CCD #75 pricing for Flooring includes the following changes:

- Added flooring at Area G former judge's chamber
- Deletion of flooring from Area H 2nd floor

CCD #75 pricing for Plumbing includes the following changes:

- Added air and water piping for dental chairs and laundry equipment
- Added provisions for relocated points of connection and AGS panel

CCD #75 pricing for HVAC includes the following changes:

- Added variable air volume terminal and associated ductwork at Area G
- Deletion of air distribution devices from Area H 2nd floor

CCD #75 pricing for Electrical includes the following changes:

- Added fixtures, circuits, breakers, and receptacles, including raceways and wiring
- Deletion of fixtures from Area H 2nd floor

CCD #75 pricing for Security includes the following changes:

- Deletion of cameras from Area H 2nd floor

The total of this Contingency Request is a Cost of $277,235.35.

This request will be funded by the Owner's Contingency.

Sincerely,
Moss & Associates, LLC.

Mike Tippy, Project Executive
Cc: Jeffrey Sellers, Vice President

4.1.2026/ek.

Moss & Associates, LLC
5401 W. Kennedy Blvd Suite 1060
Tampa, FL 33609

March 25, 2026

Jordan Andrews
Pasco County Facilities
7220 Osteen Road
New Port Richey, FL 34653

RE: Authorization for Contingency Release
Potential Change Item (PCI) BT0634 Notification
Pasco County Jail Expansion - 1112007

Dear Jordan Andrews,

This letter is to provide official notification of a potential change item (PCI) as follows:

PCI Number: BT0634
Date: March 25, 2026
Description: CCD #75
Days Requested: 0
Reason: Budget Transfer

This PCI is comprised of the following items:

Cost Distribution	Category	Description	Amount	Vendor Code	Vendor Name
02.4100.00	S	CCD #75 Demolition	17,865.00	10212	Cross Construction Services, Inc.
03.0000.00	S	CCD #75 Concrete	19,081.36	14729	OLP Construction Inc
06.4000.00	S	CCD #75 Architectural Woodwork	27,915.00	08166	Adams Bros. Cabinetry, Inc. dba Adams Group
09.2000.00	S	CCD #75 Metal Framing & DW Systems, ACT, Stucco	11,284.89	20457	Kenpat Gulf Coast LLC
09.6000.00	S	CCD #75 Flooring	713.86	20298	Spectra Holdings Inc dba Spectra Contract Flooring
22.0000.00	S	CCD #75 Plumbing	98,568.51	09422	Ackerman Plumbing, LLC
23.0000.00	S	CCD #75 Heating Ventilating and Air-Conditioning HVAC	9,380.41	08766	BCH Mechanical, LLC
26.0000.00	S	CCD #75 Electrical, Fire Alarm, Communications	94,965.52	08938	APG Electric, LLC
28.0000.00	S	CCD #75 Electronic Safety and Security	-2,539.20	10566	Accurate Control, Inc
80.1200.00	CC	Owners Contingency	-277,235.35		

The total of this Contingency Request is a Cost of $277,235.35.
This request will be funded by the Owner's Contingency.

Per the terms and conditions of our contract, we have attached the appropriate back up documentation to substantiate the above referenced costs. This Contingency Adjustment only includes the items specifically identified in this change proposal. All other costs associated with this Project shall be submitted under a separate change cover.

Moss respectfully reserves its rights to seek additional costs associated with the days requested for this change. Specifically, this CCD has impacted the time for five trades:

1. Demolition – Added 5 days
2. Framing & Drywall – Added 7 days
3. Plumbing – Added 35 days
4. HVAC – Added 2 days
5. Electrical – Added 19 days

This CCD has added time for these trades. It has impacted the Critical Path and extended the Project's overall completion. Moss will seek additional compensation for any applicable cost related to the additional days. In addition, Moss reserves the right to request additional compensation should future Project Schedule updates reveal subsequent activities are impacted by this Work.

Please indicate your formal approval for this additional work and cost by signing in the space provided below.

Sincerely, **Moss & Associates, LLC** Date: 4/1/26 **Mike Tippy** **Project Executive**	Reviewed / Approved by: **Pasco County Facilities** **Approved:** Date: 4.2.2026 **Jordan Andrews** **Project Manager**

Reviewed/Approved by: Pasco County

4/8/26

Andrew Baxter, Facilities Management Director

10 APR 26

Erik Breitenbach, Assistant County Administrator

4/21/26

Michael J. Carballa, County Administrator

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Cross Pricing and Backup

Cost Code 02.4100.00	CCD#75 Scope Changes		
	Labor	$	15,534.78
	OH&P	$	2,330.22
	Total	$	17,865.00

	Proposal Date		Total Price
	1/19/2026	$	8,900.00
	1/23/2026	$	1,980.00
	2/3/2026	$	6,985.00
	Total	$	17,865.00

CROSS CONSTRUCTION SERVICES

25221 Wesley Chapel Boulevard
Lutz, Florida 33559
Phone (813) 907-1013 • Fax (813) 907-0297
Lic. # CGC1505176 • Lic. # CJC056725

PROPOSAL: DEMOLITION

Proposal Submitted to:	**Phone:**	**Date:**
Moss and Associates	727-506-4920	January 19, 2026
Street:	***Job Name:***	
5401 W Kennedy Blvd., Suite 1060	Saw cut and remove Arch at roof line BLDG G	
City, State, Zip	**Job Location:**	
Tampa, FL 33609	20101 Central Blvd, Land O' Lakes, FL 34637	
Attn:	**Email:**	**Additional Time:**
Robert Moses	rmoses@moss.com	2 days

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

We propose to furnish all labor, materials, equipment and insurance necessary for the scope of work listed below, located at the above referenced project location. All work to be done in compliance with EPA and OSHA rules, regulations and guidelines; and to be done in a timely and workmanlike manner by trained technicians employed by Cross Construction Services, Inc.

SCOPE:

- **Saw cut and remove arch at BLDG G roof line assumes (drywall and metal studs)**
- **Cut back roof cap and flashing**
- **Temporary cover with 6 mil poly**

CCS Supervisor - 16 hours @ $75 = $1,200.00
CCS Labor - 48 hours @ $60 = $2,880.00
Material Disposal Cost - $1,097.74
Miscellaneous Tools & Material - $2,561.39

Labor:	$7,739.13
OH&P (15%):	$1,160.87

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

Eight Thousand Nine Hundred Dollars 00/00 ----------$8,900.00

Payment to be made as follows:

Pre Contract

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Tyler Lillibridge, V.P.

Authorized Signature: Tyler Lillibridge, Vice President
Tyler.L@myccsfl.com **813.907.1013**
Note: This proposal may be withdrawn by us if not accepted Within 30 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Acceptance of Proposal:
Accepted by: _____

Date of Acceptance: _____
Please return one signed original to Cross Construction Services, Inc.

CROSS CONSTRUCTION SERVICES

25221 Wesley Chapel Boulevard
Lutz, Florida 33559
Phone (813) 907-1013 • Fax (813) 907-0297
Lic. # CGC1505176 • Lic. # CJC056725

PROPOSAL: DEMOLITION

Proposal Submitted to:	**Phone:**	**Date:**
Moss and Associates	727-506-4920	January 23, 2026
Street:	***Job Name:***	
5401 W Kennedy Blvd., Suite 1060	Removal of Unit G163 and duct work BLDG G	
City, State, Zip	**Job Location:**	
Tampa, FL 33609	20101 Central Blvd, Land O' Lakes, FL 34637	
Attn:	**Email:**	
Robert Moses	rmoses@moss.com	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

We propose to furnish all labor, materials, equipment and insurance necessary for the scope of work listed below, located at the above referenced project location. All work to be done in compliance with EPA and OSHA rules, regulations and guidelines; and to be done in a timely and workmanlike manner by trained technicians employed by Cross Construction Services, Inc.

SCOPE:

- **Removal of Unit G163 and duct work BLDG G**

CCS Supervisor - 6 hours @ $75 = $450.00
CCS Labor - 12 hours @ $60 = $720.00
Material Disposal Cost - $551.74

Labor:	$1,721.74
OH&P (15%):	$258.26

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

One Thousand Nine Hundred Eighty Dollars 00/00 ----------$1,980.00

Payment to be made as follows:

Pre Contract

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Tyler Lillibridge, V.P.

Authorized Signature: Tyler Lillibridge, Vice President
Tyler.L@myccsfl.com 813.907.1013
Note: This proposal may be withdrawn by us if not accepted Within 30 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Acceptance of Proposal:
Accepted by: _____

Date of Acceptance: _____
Please return one signed original to Cross Construction Services, Inc.

CROSS CONSTRUCTION SERVICES

25221 Wesley Chapel Boulevard
Lutz, Florida 33559
Phone (813) 907-1013 • Fax (813) 907-0297
Lic. # CGC1505176 • Lic. # CJC056725

PROPOSAL: DEMOLITION

Proposal Submitted to:	**Phone:**	**Date:**
Moss and Associates	727-506-4920	February 3, 2026
Street:	***Job Name:***	
5401 W Kennedy Blvd., Suite 1060	RFI 958 SOG Removal	
City, State, Zip	**Job Location:**	
Tampa, FL 33609	20101 Central Blvd, Land O' Lakes, FL 34637	
Attn:	**Email:**	**Additional Time:**
Robert Moses	rmoses@moss.com	3 days

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

We propose to furnish all labor, materials, equipment and insurance necessary for the scope of work listed below, located at the above referenced project location. All work to be done in compliance with EPA and OSHA rules, regulations and guidelines; and to be done in a timely and workmanlike manner by trained technicians employed by Cross Construction Services, Inc.

SCOPE:

- **Removal of SOG per RFI #958 S-201H note 6**

True-Line Cutting - 1 day @ $2,800 = $2,800.00
CCS Supervisor - 16 hours @ $75 = $1,200.00
CCS Labor - 24 hours @ $60 = $1,440.00
Material Disposal Cost - $633.91

Labor: $6,073.91

OH&P (15%): $911.09

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

Six Thousand Nine Hundred Eighty-Five Dollars 00/00 ----------$6,985.00

Payment to be made as follows:

Pre Contract

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Tyler Lillibridge, V.P.

Authorized Signature: Tyler Lillibridge, Vice President
Tyler.L@myccsfl.com 813.907.1013
Note: This proposal may be withdrawn by us if not accepted Within 30 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Acceptance of Proposal:
Accepted by: _____

Date of Acceptance: _____
Please return one signed original to Cross Construction Services, Inc.

OLP Pricing and Backup

Cost Code 03.0000.00	CCD#75 Scope Changes		
	Material	$	4,932.92
	Labor	$	11,015.84
	Subcontractor	$	347.75
	Taxes	$	295.98
	OH&P	$	2,488.87
	Total	$	19,081.36

OLP Construction Inc

Directives/Change Orders

Submitted To: Greg Salesses
Moss & Associates, LLC

Project Name: Pasco County Jail Expansion
Project Number: 22008
Contract No:

Change Order 27
Date: 3/19/2026
Directive/Pending Item: Pending

Description of the cost below:

The cost below provides for pouring (3) footing piers north side of Area K and (2) new thickend slabs in Area H for dryer machines per CCD 75.

Labor Classification	Total Hours		Hourly Rate		Total
Detailing - BIM	-	@	119.46	/hr.	$ 0.00
Carpenters	168.00	@	50.97	/hr.	$ 8,562.96
Finishers	16.00	@	63.71	/hr.	$ 1,019.36
Foreman	24.00	@	59.73	/hr.	$ 1,433.52
Project Engineering	-	@	-	/hr.	$ 0.00
			Sub-Total Direct Labor:		$ 11,015.84
			Burden		$ included
			Fees (15% OH)		$ 1,652.38
				Total Labor:	$ 12,668.22

Materials (itemize)	Quantities		Units/Rates		
Concrete for dryer slabs	10.00	@	169.50	/CY	$ 1,695.00
Concrete for footings	12.00	@	167.50	/CY	$ 2,010.00
Rebar for dryer slabs	40.00	@	8.97	/EA	$ 358.80
Rebar for footings (short)	16.00	@	20.19	/EA	$ 323.04
Rebar for footings (long)	352.97	@	0.75	/LB	$ 264.73
Hilti Epoxy	5.00	@	36.22	/Tube	$ 181.35
Misc. Materials (stego, tie wire, etc.)	1.00	@	100.00	/UNIT	$ 100.00
					$ 0.00
			Sub-Total Material:		$ 4,932.92
			Sales Tax on Material		$ 295.98
			Transportation:		$ 0.00
			Sub-Total Materials:		$ 5,228.90
			Fees (OH & P)		$ 784.33
				Total Materials:	$ 6,013.23

Equipment Rental (itemize)	Quantities		Units/Rates		
Skidsteer	-	@	1,325.00	/Week	$ 0.00
		@		/Day	$ 0.00
		@		/	$ 0.00
			Sub-Total Equipment:		$ 0.00
			Fees (15% OH)		$ 0.00
				Total Equip. Rental:	$ 0.00

Subcontractors (itemize)					
Termite Treatment	1.00	@	347.75	/unit	$ 347.75
		@		/unit	$ 0.00
		@		/unit	$ 0.00
			Sub-Total Subcontractors:		$ 347.75
			Fees (OH & P)		$ 52.16
				Total Subs:	$ 399.91

Directive/Change Order Sub-Total:	$ 19,081.36
General Conditions 4%:	$ 0.00
Bonds (if applicable):	$ 0.00
Total Cost of this Directive/Change Order Request:	**$ 19,081.36**

ARGOS

CUSTOMER	OLP CONSTR INC	SALES REP.	David Stewart
CUSTOMER NO.	17757	PHONE	+1 8134220711
ATTENTION		EMAIL	dstewart@argos-us.com

PROJECT
PASCO COUNTY JAIL- PH2-OLP

QUOTE NO.	Q-117033
DATE QUOTED	03/12/2025
QUOTE EXPIRATION	04/11/2025

ADDRESS
20101 CENTRAL BLVD
LAND O LAKES, FL
34637-7002

Concrete for dryer slabs: $169.50 = $162.00 + $6.00 + $1.50 per CY

Concrete for footings: $167.50 = $160.00 + $6.00 + $1.50 per CY

Mix ID	PSI	Item Description	W/C	Slump	Price per CY
25RAG278	2500	2500 REGULAR-SLAG	0.65		$152.00
30CAG312	3000	3000 REGULAR-SLAG	0.58		$155.00
35SAX36A	3500	3500 LTWT -STRAIGHT CEMENT	0.41		$250.00
40JNG131	4000	4000 REG- SLAG	0.50		$160.00
40JNG131M	4000	4000 REG W/MRWR- SLAG	0.50		$162.00
40JNX131H	4000	4000 REG W/HRWR-STRAIGHT CEMENT	0.50		$164.00
40SAG57	4000	4000 SMALL ROCK PUMP MIX -SLAG	0.48		$166.00
50CNX130M	5000	5000 REGULAR- W/MRWR-STRAIGHT CEMENT	0.44		$167.00
60GAG594	6000	6000 PANEL GROUT- SLAG (NOTE IT IS NOT NON-SHRINK GROUT JUST STD GROUT)	0.42		$190.00
40GNX9	4000	PUMP PRIMER GROUT	0.50		$230.00

ASSOCIATED ITEMS

Mix ID	PSI	Item Description	W/C	Slump	Price per CY
FCY		FUEL FEES PER CYD	0.00		$6.00
ECY		ENVIRONMENTAL FEE PER CYD	0.00		$1.50
ZML		MIN LOAD NO CHARGE	0.00		$0.00
8105206		PUMP PRIMER FEE	0.00		$250.00
8101466		PENETRON WP	0.00		$55.00
8101037		WATER REDUCER 2 OZ	0.00		$0.00
8100410		PLANT OPENING FEE MON-SAT 6PM-2AM	0.00		$2,500.00
8100413		SUNDAY PLANT OPENING CHARGE	0.00		$5,000.00

PRICE ESCALATIONS

Effective Date	Amount

WHITE CAP®

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

BRANCH ADDRESS
237 - TAMPA FL

(813) 626-6200
8210 SABAL INDUSTRIAL BLVD.
TAMPA FL 33619
HILLSBOROUGH

INVOICE

INVOICE NUMBER
50035671926
INVOICE DATE
03/04/2026
CUSTOMER PO NUMBER

Rebar for footings (long): $264.73 = $59.78 + $204.95

TO VIEW AND PAY ONLINE GO TO:
http://whitecap.billtrust.com
ENROLLMENT TOKEN:
RSK TPH ZMB

TERRITORY:

ACCOUNT # 100322000

SHIP TO: 10004119869

MAKE CHECKS PAYABLE TO:
White Cap, L.P. P.O. Box 4852 ORLANDO, FL 32802-4852

OLP CONSTRUCTION INC
11189 S. ORANGE BLOSSOM TRAIL
SUITE 105
ORLANDO FL 32837

PASCO COUNTY JAIL EXPAN
19921 CENTRAL BLVD
LAND O LAKES FL 34637

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
03/03/2026	71317759	ISSAC GALVAN	BURNS, DARREN M	STRINGER, DAVID A
BRANCH	**ACCT JOB NO.**	**TERMS**	**SHIP VIA / ROUTING**	**CUSTOMER JOB NO.**
237	10004119869	NET 30 DAYS	2. OUR TRUCK	PASCO COUNTY JAIL

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	********** DELIVERY TAG#: 39203814 **********	1	0	0	1	0.00	
1	43572060	#7 GR60 7/8"X20' REBAR SOLD/PC	2	29.89 EA	0	2	59.78	4.19
2	43582060	#8 GR60 1"X20' REBAR SOLD/PC	5	40.99 EA	0	5	204.95	14.35
3	43542060	#4 GR60 1/2"X20' REBAR SOLD/PC	40	8.97 EA	0	40	358.80	25.12
4	43562060	#6 GR60 3/4"X20' REBAR SOLD/PC	20	20.19 EA	0	20	403.80	28.27

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Crimson Steel Supply, Harmac, Kenseal, National Ladder & Scaffold, Marvel Building & Masonry Supply, MASONPRO, Site Supply, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

Pay your invoices online by visiting: https://whitecap.billtrust.com

Sales Tax Exemption Questions or Certificates: TaxExemptCredit@whitecap.com

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO

For questions regarding this invoice please call (866) 604-0040

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit https://www.whitecap.com/terms/terms-conditions-of-sale-terms to view complete terms and conditions.

RECEIVED BY: ISSAC SIGNATURE COPY ON FILE

TOTAL GROSS	1,027.33
TOTAL TAX	71.93
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	1,099.26

Page 1 of 1

Hilti Epoxy: $36.27 = $906.73 / 25

Credit Dept
800 950-6196

INVOICE 4625723620

Duns: 00-117-3525
Federal ID: 06-0732334

OLP CONSTRUCTION INC
11189 S ORANGE BLOSSON TRL STE 105
Orlando FL 32837-9205

Invoice date:	03/04/2026
Invoice due date:	04/03/2026
Cust. P.O. number:	22008
Customer account:	13258747

Delivery Address: ORLANDO HILTI CENTER, Hilti,Inc., 4374 L B MCLEOD RD SPC 6, ORLANDO FL 32811-5619 ATTN: JORGE DOMINGUEZ 4074085781

HILTI SALES REP: MARIA GARCIA HERRERA, TUS0360507 Order number: 587375662 Date: 03/04/2026
Payment Terms: 30 days net Location ID: HUS6415

SHIPMENT NUMBER APPEARS ON PACKING SLIP(S). USE TO MATCH ALL DOCUMENTS AND CONFIRM RECEIPT.

Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due	*
	SHIPMENT NUMBER: 659893847					
3778131	HIT-HY 200-R V3 MC (11.1 FL OZ/330 ML)	1 EA		906.73	906.73	A
2334276	INJECTABLE MORTAR HY 200-R V3 330/1/WH		25 EA			

Items Total	906.73
Total net value	906.73
Total Tax	58.94
Total amount USD	965.67

Taxes: State: FL 6 % $ 54.41 County: 0.5 % $ 4.53 City: 0 % $ 0.00

* A - Taxable B - Non-Taxable C - Limited Shelf Life D - Non-Domestic Source E - Non-Domestic Source NATO Exception

It is possible for freight to split across multiple invoices. To simplify your freight charges, sign up for Hilti SMART at Hilti.com.
Standard Hilti terms and conditions apply. Visit www.us.hilti.com/terms for full terms.

Customer account	Invoice	Invoice date	Prepayment	Amount due (USD)	PAYMENT ENCLOSED
13258747	4625723620	03/04/2026		$965.67	

Bill to: OLP CONSTRUCTION INC
11189 S ORANGE BLOSSON TRL STE 105
ORLANDO FL 32837-9205

Delivery Address: ORLANDO HILTI CENTER
HILTI,INC.
4374 L B MCLEOD RD SPC 6
ORLANDO FL 32811-5619

Please make checks payable to Hilti and remit in USD.
A fee of $ 25.00 is assessed for return checks.
Email Tax Certificates to us-tax-certificates@hilti.com

Remit to: HILTI INC.
PO BOX 70299
PHILADELPHIA PA
19176-0299

1 13258747 4625723620 03042026 000009656?

197680 0305 0 000121 000121 01/01 001

PRO-TEK SERVICES
598 Northlake Blvd, Suite 1016
Altamonte Springs, FL 32701

Invoice # 222986

Invoice Date:	03/04/2026 Wednesday
Time:	08:57 AM
Bill-To:	8058
Location:	113504
Technician:	Mike K. Lic:JE73474

OLP Construction, Inc.
11189 S Orange Blossom Trl
Suite 105
Orlando, FL 32837-9205

Pasco County Jail Visitors Building
10326 Asbel Rd
Land O' Lakes, FL 34758

Service Description	Quantity		Price
Termite Soil Pre-Treatment	1.00		$325.00
		SUBTOTAL	$325.00
		TAX	$22.75
		AMT PAID	$0.00
		TOTAL	$347.75
		AMOUNT DUE	$347.75

Cut-outs old kitchen area and laundry machines. Premise Pre, 40 gals, 800 sq ft. Thank you.

	Material	%	UOM
1	PREMISE PRE / PREMISE PRECONSTRUCTION	21.4000	FO

Material	%	UOM

Payment Receipt. Please Return with Payment Remittance

Account #: 8058 Date: 03/04/2026
PO Number: Invoice #: 222986
Terms: NET 30 Technician: Mike K.
Amount Paid: _____
Check No.: _____

Bill-To: OLP Construction, Inc.
11189 S Orange Blossom Trl
Suite 105
Orlando, FL 32837-9205

Remit-To: Pro-Tek Services of Central FL Inc.
598 Northlake Blvd, Suite 1016
Altamonte Springs, FL 32701
407-862-2511

Adams Group Pricing and Backup

Cost Code 06.4000.00	CCD#75 Scope Changes		
	Material	$	16,513.91
	Labor	$	7,760.00
	OH&P	$	3,641.09
	Total	$	27,915.00

Adams Group

2221 Murphy Ct
North Port, FL 34289
(800) 455-5536
FSC CoC #: SCS-COC-001725

Salesperson: Michael Hornung
mhornung@discoveradams.com
Estimator: Mike Doyle
mdoyle@discoveradams.com
(941) 270-8225

Proposal submitted to:

Moss & Associates LLC
5401 W. Kennedy Blvd., Ste 1060
Tampa, FL 33609

Attention:

We Hereby Submit Our Proposal For:

Clarifications and Details:

Millwork ROM per CCD#75R1.

We Propose to Furnish the Above for the Sum of:

Material: $16,513.91
Foreman: $2,160.00 (16 hrs @ $135)
Journeyman: $4,000.00 (32 hrs @ $125)
Apprentice: $1,600.00 (16 hrs @ $100)

Job Information:

Job Name:	Pasco County Jail Expansion
Job Location:	Land O'Lakes, FL
Architect:	
Bid Number:	O-22-1067-001
Bid Date:	12/15/2022
Plan Date:	8/9/2021
Spec Date:	8/9/2021
Addenda:	
Delivery Date:	7/3/2023

Labor & Material Fabrication:	$24,273.91
OH&P (15%):	$3,641.09
Total Price:	$27,915.00

Scope of work:

Location	Drawing references	Products
G145M Dental Exam Room	A421, A610, A613	Olympus DCN2 Lock, PL-04 D&D Base Cabinet, PL-04 End Panel, PL-04 Sloped Top, PL-04 Wall Cabinet, SS-01 Top Cap

Legal Conditions:

Payment to be made per **mutually agreed upon payment terms**. If retainage is required, when 50% of the work has been completed, the rate of retainage must be reduced to 5%. Our price is based on the attached scope of work, which must become a part of any signed purchase order or contract. Failure by the contractor to include or acknowledge this scope of work into the contract in no way nullifies the these terms & conditions. All material is guaranteed to be as specified. All work to be completed in a substantial workman like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications, involving extra costs, will be executed only upon written orders and will become an extra charge over & above the estimate. No back charges will be accepted unless agreed upon, in writing, by an officer of Adams Group prior to the execution of the work performed. All agreements are contingent upon strikes, accidents, or delays beyond our control. Adams Group reserves the right to withdraw this proposal if not accepted within 30 days. This proposal is priced in accordance with bid documents **listed** and specifications dated **as shown**. Please note, conflicts between the bid drawings and specifications are not the responsibility of Adams Group. Standard warranty will cover defects for a period of **one year** from the date of substantial completion, **unless noted otherwise**.

Kenpat Pricing and Backup

Cost Code 09.2000.00	CCD#75 Scope Changes		
	Material	$	(1,417.68)
	Labor	$	11,179.87
	Deliveries	$	150.00
	Taxes	$	(99.24)
	OH&P	$	1,471.94
	Total	$	11,284.89

	Change Order Request #		Total Price
	71	$	(19,238.71)
	77	$	2,674.21
	78	$	13,363.20
	80	$	13,267.49
	84	$	1,218.70
	Total	$	11,284.89

KENPAT
90 S Bradshaw Road. Apopka, Florida 32703
Phone 407-464-7070 * Fax 407-464-3178

1. Project:	Pasco County Jail Expansion	2. Address:	20101 Central Blvd, Land O Lakes, FL 34637			
3. Change Request Title:	RFI 869 - G1 and H2 scope omitted					
4. Change Order Requested By:	Robert Moses & Mike Tippy			5. Number	71	
6. GC/CM ref #				7. Date	13-Oct-25	
8. RFI/ ASI/ RFP #				9. SF COR #		
10. Material					$ (5,867.98)	
	11. Sales Tax @	7.00%			$ (410.76)	
	12. Material Sub-Total				$ (6,278.74)	
13. Labor -200	Manhours			$ (11,163.12)		
14. Estimation/Planning	8	Manhours @	$ 110.00 / Hour	$ 880.00		
15. Tool Replacement		1.50% of Labor		$ (167.45)		
16. Overtime Premium	0	Manhours		$ -		
17. Overtime Inefficiency		5.00% of Labor		$ -		
	18. Labor Sub-Total				$ (10,450.57)	
19. Equipment Rental						
Scissor Lift	0	each	$ 45.04 / day	$ -		
Lull	0	each	$ 1,500.00 / month	$ -		
Trash	0	Days @	$ 100.00 / Day	$ -		
Hoisting	0	Days @	$ 100.00 / Day	$ -		
	20. Equipment Total			$ -		
21. KP Delivery	0	deliveries	$ 150.00 / Each		$ -	
22. Supplier Delivery	0	deliveries	$ 200.00 / Each		$ -	
	23. CHANGE ORDER SUB-TOTAL COSTS				**$ (16,729.31)**	
	24. OH&P Markup Percentage			15%	$ (2,509.40)	
	Subtotal with OH & Profit Markup				**$ (19,238.71)**	
	25					
	26. Equipment - Total Cost				$ -	
	27. Equipment Markup			5%	$ -	
	28. Sub - Total Costs				$ -	
	29. Sub Markup			5%	$ -	
	30. Engineering - Total Costs				$ -	
	31. Engineering Markup			5%	$ -	
35. This proposal may be withdrawn by us	32. Special Insurance				$ -	
if not accepted within 0 days	33. Bond Premium			0.00%	$ -	
	~~34. TOTAL PRICE OF CHANGE~~				~~$ (19,238.71)~~	
36. **Time extension required** -of 13 days	**35. TOTAL PRICE OF CHANGE**				**$ (19,238.71)**	

(See attached for by area for added schedule days required)

37. Submitted By: Heather LaMore

38. Approved By: _____

Narrative:

The costs reflected above capture changes caused by RFI 869, namely, the omission of Kenpats' Scope of Work in Areas G1 and H2.

Pasco County Jail Expansion
RFI 869 - G1 and H2 scope omitted

Number: 71

Description	code	Quantity	Unit of measure	Unit Cost	Material	Labor Hrs	Labor Rates	Totals
MATERIALS								
					$ -			
5/8" Impact Board	m	-960	Sq Ft	$1.07	$ (1,027.20)			
5/8" Mold & Moister Bopard	m	-420	Sq Ft	$0.58	$ (241.50)			
Attachments	m	-1	Pcs	$119.32	$ (119.32)			
Finish Materials	m	-1	Pcs	$455.73	$ (455.73)			
USG 2115 Radar	m	-17	Pcs	$51.20	$ (870.40)			
Security Mesh	m	-945	Sq Ft	$1.74	$ (1,644.30)			
Mesh Clips	m	-945	Pcs	$0.28	$ (264.60)			
2-1/2" 33mil ProStud	m	-803	LF	$0.95	$ (758.84)			
3-5/8" 33mil ProStud	m	-172	LF	$1.14	$ (196.08)			
2-1/2" 33mil ProTrack	m	-288	LF	$0.94	$ (270.72)			
3-5/8" 33mil ProTrack	m	-17	LF	$1.14	$ (19.30)			
	m				$ -			
	m				$ -			
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	m				$ -			
Subtotal Materials	m				$ (5,867.98)			
LABOR								
Foreman / Super.	l					-24	$ 69.57	$ (1,669.68)
Crew Leader	l						$ 58.53	$ -
Framer / Hanger	l					-97	$ 53.94	$ (5,232.18)
Acoustical Ceiling Mechanic	l					-47	$ 53.94	$ (2,535.18)
Finisher / Plasterer	l					-32	$ 53.94	$ (1,726.08)
Labor	l						$ 37.06	$ -
	l							$ -
Subtotal Labor Costs						-200		**$ (11,163.12)**
Premium Time Section Only (Hours required > 40hrs/week)								
Foreman / Super.							OT1	$ -
Crew Leader							OT1	$ -
Framer / Hanger							OT1	$ -
Acoustical Ceiling Mechanic							OT1	$ -
Finisher / Plasterer							OT1	$ -
Labor								$ -
Subtotal Premium Time						0		$ -
					$ (5,867.98)			**$ (11,163.12)**

(OT premium hrs are NOT added)

Approved Labor Rates

Position	Reg. Wage	OT1 Wage
Foreman / Super.	$ 69.57	$ 34.79
Crew Leader	$ 58.53	$ 29.27
Framer / Hanger	$ 53.94	$ 26.97
Acoustical Ceiling Mechanic	$ 53.94	$ 26.97
Finisher / Plasterer	$ 53.94	$ 26.97
Labor	$ 37.06	$ 18.53

34. ~~TOTAL PRICE OF CHANGE~~	$ -
L PRICE OF	*ENTER CONTRACT RATES*
	$ 58.53
	$ 53.94
	$ 53.94
	$ 53.94
	$ 37.06

KENPAT

90 S Bradshaw Road. Apopka, Florida 32703
Phone 407-464-7070 * Fax 407-464-3178

1. Project:	Pasco County Jail Expansion	2. Address:	20101 Central Blvd, Land O Lakes, FL 34637		
3. Change Request Title:	RFI 939: G2 RR wall mofications				
4. Change Order Requested By:	Robert Moses & Mike Tippy			5. Number	77
6. GC/CM ref #				7. Date	19-Jan-26
8. RFI/ ASI/ RFP #	939			9. SF COR #	
10. Material					$ 504.85
	11. Sales Tax @	7.00%			$ 35.34
	12. Material Sub-Total				$ 540.19

13. Labor	26	Manhours				$ 1,433.70	
14. Estimation/Planning	3	Manhours @	$ 110.00	/ Hour		$ 330.00	
15. Tool Replacement		1.50% of Labor				$ 21.51	
16. Overtime Premium	0	Manhours				$ -	
17. Overtime Inefficiency		5.00% of Labor				$ -	
		18. Labor Sub-Total					$ 1,785.21
19. Equipment Rental							
Scissor Lift	0	each	$ 45.04	/ day	$ -		
Lull	0	each	$ 1,500.00	/ month	$ -		
Trash	0	Days @	$ 100.00	/ Day	$ -		
Hoisting	0	Days @	$ 100.00	/ Day	$ -		
		20. Equipment Total				$ -	
21. KP Delivery	0	deliveries	$ 150.00	/ Each			$ -
22. Supplier Delivery	0	deliveries	$ 200.00	/ Each			$ -
		23. CHANGE ORDER SUB-TOTAL COSTS					**$ 2,325.40**
		24. OH&P Markup Percentage				15%	$ 348.81
		Subtotal with OH & Profit Markup					**$ 2,674.21**
		25					
		26. Equipment - Total Cost					$ -
		27. Equipment Markup				5%	$ -
		28. Sub - Total Costs					$ -
		29. Sub Markup				5%	$ -
		30. Engineering - Total Costs					$ -
		31. Engineering Markup				5%	$ -
35. This proposal may be withdrawn by us if not accepted within	5	days	32. Special Insurance				$ -
			33. Bond Premium			0.00%	$ -
		~~34. TOTAL PRICE OF CHANGE~~					~~$ 2,674.21~~
36. **Time extension required**	of 1 days	**35. TOTAL PRICE OF CHANGE**					**$ 2,674.21**

(See attached for by area for added schedule days required)

37. Submitted By: Heather LaMore

38. Approved By: _____

Narrative:

G2 RR wall modifications; Credit 6" wall with R19 swap to (2) 3-5/8" furred walls with R11; Credit 4" wall swap to (1) 4" furred wall & (1) 3-5/8" wall both with R11 insulation. There is no credit/add for drywall or finish as these washed each other from original walls. Cost covers framing & insulation material and labor. Credit is given to owner for the 6" framing even though this was ordered as we will relocate the framing to G1 for use.

Excludes: Overtime, Premium Time, Level 5 Finish, multiple moves (all work is figured to be in the sequences of the room.)

Pasco County Jail Expansion
RFI 939: G2 RR wall mofications

Number: 77

Description	code	Quantity	Unit of measure	Unit Cost	Material	Labor Hrs	Labor Rates	Totals
MATERIALS								
					$ -			
	m				$ -			
3-5/8" X 33mil STUD G60	m	390	LF	$1.317	$ 513.51			
3-5/8" X 33mil TRACK (10'0") G60	m	4	Pcs	$13.11	$ 52.44			
3-5/8" X 30mil SLOTTED TRACK (10'0") G60	m	4	Pcs	$17.50	$ 69.99			
6" X 33mil STUD G60	m	-126	LF	$1.819	$ (229.21)			
6" X 33mil TRACK (10'0") G60	m	-2	Pcs	$18.13	$ (36.27)			
6" X 30mil SLOTTED TRACK (10'0") G60	m	-2	Pcs	$22.98	$ (45.97)			
R19 - 6" fiberglass batt insulation (bags)	m	-1	Pcs	$56.50	$ (56.50)			
R11 - 3-1/2" fiberglass batt insulation (bags)	m	4	Pcs	$59.21	$ 236.85			
	m				$ -			
	m				$ -			
	m				$ -			
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	m				$ -			
	m				$ -			
Subtotal Materials	m				$ 504.85			
LABOR								
Foreman / Super.	l					2	$ 69.57	$ 139.14
Crew Leader	l						$ 58.53	$ -
Framer / Hanger	l					24	$ 53.94	$ 1,294.56
Acoustical Ceiling Mechanic	l						$ 53.94	$ -
Finisher / Plasterer	l					0	$ 53.94	$ -
Labor	l						$ 37.06	$ -
	l							$ -
Subtotal Labor Costs						26		**$ 1,433.70**
Premium Time Section Only (Hours required > 40hrs/week)								
Foreman / Super.							OT1	$ -
Crew Leader							OT1	$ -
Framer / Hanger							OT1	$ -
Acoustical Ceiling Mechanic							OT1	$ -
Finisher / Plasterer							OT1	$ -
Labor								$ -
Subtotal Premium Time						0		**$ -**
					$ 504.85			**$ 1,433.70**

(OT premium hrs are NOT added)

Approved Labor Rates

Position	Reg. Wage	OT1 Wage	34. TOTAL PRICE OF CHANGE $
Foreman / Super.	$ 69.57	$ 34.79	L PRICE OF *ENTER CONTRACT RATES*
Crew Leader	$ 58.53	$ 29.27	$ 58.53
Framer / Hanger	$ 53.94	$ 26.97	$ 53.94
Acoustical Ceiling Mechanic	$ 53.94	$ 26.97	$ 53.94
Finisher / Plasterer	$ 53.94	$ 26.97	$ 53.94
Labor	$ 37.06	$ 18.53	$ 37.06

KENPAT
90 S Bradshaw Road. Apopka, Florida 32703
Phone 407-464-7070 * Fax 407-464-3178

1. Project:	Pasco County Jail Expansion	2. Address:	20101 Central Blvd, Land O Lakes, FL 34637		
3. Change Request Title:	RFI 927: G2 lobby clg modifications				
4. Change Order Requested By:	Robert Moses & Mike Tippy			5. Number	78
6. GC/CM ref #				7. Date	20-Jan-26
8. RFI/ ASI/ RFP #	927			9. SF COR #	
10. Material					$ 1,466.15
	11. Sales Tax @	7.00%			$ 102.63
	12. Material Sub-Total				$ 1,568.78

13. Labor	163	Manhours				$ 9,104.82	
14. Estimation/Planning	6	Manhours @	$ 110.00	/ Hour		$ 660.00	
15. Tool Replacement		1.50% of Labor				$ 136.57	
16. Overtime Premium	0	Manhours				$ -	
17. Overtime Inefficiency		5.00% of Labor				$ -	
		18. Labor Sub-Total					$ 9,901.39
19. Equipment Rental							
Scissor Lift	0	each	$ 45.04	/ day	$ -		
Lull	0	each	$ 1,500.00	/ month	$ -		
Trash	0	Days @	$ 100.00	/ Day	$ -		
Hoisting	0	Days @	$ 100.00	/ Day	$ -		
		20. Equipment Total				$ -	
21. KP Delivery	1	deliveries	$ 150.00	/ Each			$ 150.00
22. Supplier Delivery	0	deliveries	$ 200.00	/ Each			$ -
		23. CHANGE ORDER SUB-TOTAL COSTS					**$ 11,620.17**
		24. OH&P Markup Percentage				15%	$ 1,743.03
		Subtotal with OH & Profit Markup					**$ 13,363.20**
		25					
		26. Equipment - Total Cost					$ -
		27. Equipment Markup				5%	$ -
		28. Sub - Total Costs					$ -
		29. Sub Markup				5%	$ -
		30. Engineering - Total Costs					$ -
		31. Engineering Markup				5%	$ -
35. This proposal may be withdrawn by us if not accepted within 5 days		32. Special Insurance					$ -
		33. Bond Premium				0.00%	$ -
		~~34. TOTAL PRICE OF CHANGE~~					~~$ 13,363.20~~
36. **Time extension required** of 9 days		**35. TOTAL PRICE OF CHANGE**					**$ 13,363.20**

(See attached for by area for added schedule days required)

37. Submitted By Heather LaMore

38. Approved By _____

Narrative:

RFI 927: Added 2-1/2" soffit at tapizod (shown in yellow on backup), credit framing 1' at soffit adjustment (between ACT ceilings shown in brown on backup), added 1' of level 4 finish at all drywall walls where ACT ceiling was raised (shown in blue on backup).

NOTE: extension (4 days) needed for framing/hanging only - the extension (5 days) shown for finish kenpat will add a finisher to the area to be able to turn over at the same time.

Excludes: Overtime, Premium Time, Level 5 Finish, multiple moves (all work is figured to be in the sequences of the room)

Pasco County Jail Expansion
RFI 927: G2 lobby clg modifications

Number: 78

Description	code	Quantity	Unit of measure	Unit Cost	Material	Labor Hrs	Labor Rates	Totals
MATERIALS								
					$ -			
2-1/2" X 33mil STUD	m	567	LF	$0.992	$ 562.61			
2-1/2" X 33mil TRACK (10'0")	m	30	Pcs	$9.87	$ 296.10			
Attachment material	m	1	LS	$176.44	$ 176.44			
5/8" Type-X 4'x10'	m	280	Sq Ft	$0.510	$ 142.80			
Joint Compound	m	8	Pcs	$20.95	$ 167.58			
Paper Tape	m	2	Pcs	$5.03	$ 10.06			
Cornerbead 10' no coat	m	26	Pcs	$4.25	$ 110.57			
	m				$ -			
	m				$ -			
	m				$ -			
	m				$ -			
	m				$ -			
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	m				$ -			
	m				$ -			
	m				$ -			
Subtotal Materials	m				$ 1,466.15			
LABOR								
Foreman / Super.	l					20	$ 69.57	$ 1,391.40
Crew Leader	l						$ 58.53	$ -
Framer / Hanger	l					87	$ 53.94	$ 4,692.78
Acoustical Ceiling Mechanic	l						$ 53.94	$ -
Finisher / Plasterer	l					56	$ 53.94	$ 3,020.64
Labor	l						$ 37.06	$ -
	l							$ -
Subtotal Labor Costs						163		**$ 9,104.82**
Premium Time Section Only (Hours required > 40hrs/week)								
Foreman / Super.							OT1	$ -
Crew Leader							OT1	$ -
Framer / Hanger							OT1	$ -
Acoustical Ceiling Mechanic							OT1	$ -
Finisher / Plasterer							OT1	$ -
Labor								$ -
Subtotal Premium Time						0		**$ -**
					$ 1,466.15			**$ 9,104.82**

(OT premium hrs are NOT added)

Approved Labor Rates

Position	Reg. Wage	OT1 Wage	34. TOTAL PRICE OF CHANGE $ —
Foreman / Super.	$ 69.57	$ 34.79	L PRICE OF *ENTER CONTRACT RATES*
Crew Leader	$ 58.53	$ 29.27	$ 58.53
Framer / Hanger	$ 53.94	$ 26.97	$ 53.94
Acoustical Ceiling Mechanic	$ 53.94	$ 26.97	$ 53.94
Finisher / Plasterer	$ 53.94	$ 26.97	$ 53.94
Labor	$ 37.06	$ 18.53	$ 37.06

KENPAT

90 S Bradshaw Road. Apopka, Florida 32703
Phone 407-464-7070 * Fax 407-464-3178

1. Project:	Pasco County Jail Expansion	2. Address:	20101 Central Blvd, Land O Lakes, FL 34637		
3. Change Request Title:	CCD 75 plan changes: need to include KP COR 71, 77,78 to this for overall CCD 75				
4. Change Order Requested By:	Robert Moses & Mike Tippy			5. Number	80
6. GC/CM ref #				7. Date	11-Feb-26
8. RFI/ ASI/ RFP #	CCD 75			9. SF COR #	
10. Material					$ 2,235.82
	11. Sales Tax @	7.00%			$ 156.51
	12. Material Sub-Total				$ 2,392.33

13. Labor	144	Manhours			$ 8,142.48	
14. Estimation/Planning	8	Manhours @	$ 110.00 / Hour		$ 880.00	
15. Tool Replacement		1.50% of Labor			$ 122.14	
16. Overtime Premium	0	Manhours			$ -	
17. Overtime Inefficiency		5.00% of Labor			$ -	
		18. Labor Sub-Total				$ 9,144.62
19. Equipment Rental						
Scissor Lift	0	each	$ 45.04 / day	$ -		
Lull	0	each	$ 1,500.00 / month	$ -		
Trash	0	Days @	$ 100.00 / Day	$ -		
Hoisting	0	Days @	$ 100.00 / Day	$ -		
		20. Equipment Total			$ -	
21. KP Delivery	0	deliveries	$ 150.00 / Each			$ -
22. Supplier Delivery	0	deliveries	$ 200.00 / Each			$ -
		23. CHANGE ORDER SUB-TOTAL COSTS				**$ 11,536.95**
		24. OH&P Markup Percentage			15%	$ 1,730.54
		Subtotal with OH & Profit Markup				**$ 13,267.49**
		25				
		26. Equipment - Total Cost				$ -
		27. Equipment Markup			5%	$ -
		28. Sub - Total Costs				$ -
		29. Sub Markup			5%	$ -
		30. Engineering - Total Costs				$ -
		31. Engineering Markup			5%	$ -
35. This proposal may be withdrawn by us if not accepted within	5 days	32. Special Insurance				$ -
		33. Bond Premium			0.00%	$ -
		~~34. TOTAL PRICE OF CHANGE~~				~~$ 13,267.49~~
36. **Time extension required**	of 10 days	**35. TOTAL PRICE OF CHANGE**				**$ 13,267.49**

(See attached for by area for added schedule days required)

37. Submitted By: Heather LaMore

38. Approved By: _____

Narrative:

Add in-fill wall in H - Laundry (security caulking is by others, both sides; KP is not including any caulking for this in-fill), skim the walls in the judges' room (G1), and provide backing for cabinet modifications in the dentist's exam room. To fully combine all costs, Moss needs to include KP COR 71 (credit $19,238.70), 77 (Add $2,674.21) & 78 (Add $13,363.20), COR 80 ($13,267.49) for an overall CCD 75. ($10,066.20)

Excludes: any premium time or overtime, any plaster work at the H docking for RFI 934, secutiry caulking at infill for future washer in H1.

Pasco County Jail Expansion

CCD 75 plan changes: need to include KP COR 71, 77,78 to this for overall CCD 75 Number: 80

Description	code	Quantity	Unit of measure	Unit Cost	Material	Labor Hrs	Labor Rates	Totals
MATERIALS								
					$ -			
	m				$ -			
Security Mesh 4'x8'	m	9	Pcs	$55.68	$ 501.12			
3-5/8" X 43mil TRACK (10'0")	m	3	Pcs	$10.50	$ 31.50			
3-5/8" X 43mil STUD	m	130	LF	$1.26	$ 163.80			
5/8" Impact-resistant 4'x8'	m	288	Sq Ft	$1.307	$ 376.42			
Joint Compound	m	5	Pcs	$20.95	$ 104.74			
Paper Tape	m	2	Pcs	$5.03	$ 10.06			
FT Wood 2x6	m	192	LF	$2.32	$ 445.44			
Attachment material	m	1	LS	$162.75	$ 162.75			
USG Tuff Hide	m	8	Pcs	$55.00	$ 440.00			
	m				$ -			
	m				$ -			
	m				$ -			
	m				$ -			
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	m				$ -			
	m				$ -			
	m				$ -			
Subtotal Materials	m				$ 2,235.82			
LABOR								
Foreman / Super.	l					24	$ 69.57	$ 1,669.68
Crew Leader	l						$ 58.53	$ -
Framer / Hanger	l					80	$ 53.94	$ 4,315.20
Acoustical Ceiling Mechanic	l						$ 53.94	$ -
Finisher / Plasterer	l					40	$ 53.94	$ 2,157.60
Labor	l						$ 37.06	$ -
	l							$ -
Subtotal Labor Costs						144		**$ 8,142.48**
Premium Time Section Only (Hours required > 40hrs/week)								
Foreman / Super.							OT1	$ -
Crew Leader							OT1	$ -
Framer / Hanger							OT1	$ -
Acoustical Ceiling Mechanic							OT1	$ -
Finisher / Plasterer							OT1	$ -
Labor								$ -
Subtotal Premium Time						0		**$ -**
					$ 2,235.82			**$ 8,142.48**

(OT premium hrs are NOT added)

Approved Labor Rates

Position	Reg. Wage	OT1 Wage	34. ~~TOTAL PRICE OF CHANGE~~ ~~$~~
Foreman / Super.	$ 69.57	$ 34.79	L PRICE OF *ENTER CONTRACT RATES*
Crew Leader	$ 58.53	$ 29.27	$ 58.53
Framer / Hanger	$ 53.94	$ 26.97	$ 53.94
Acoustical Ceiling Mechanic	$ 53.94	$ 26.97	$ 53.94
Finisher / Plasterer	$ 53.94	$ 26.97	$ 53.94
Labor	$ 37.06	$ 18.53	$ 37.06

KENPAT

90 S Bradshaw Road. Apopka, Florida 32703
Phone 407-464-7070 * Fax 407-464-3178

1. Project:	Pasco County Jail Expansion	2. Address:	20101 Central Blvd, Land O Lakes, FL 34637		
3. Change Request Title:	T&M - Exterior Parapet Work				
4. Change Order Requested By:	Robert Moses & Mike Tippy			5. Number	84
6. GC/CM ref #				7. Date	18-Feb-26
8. RFI/ ASI/ RFP #				9. SF COR #	
10. Material					$ 243.48
		11. Sales Tax @	7.00%		$ 17.04
		12. Material Sub-Total			$ 260.52
13. Labor	10 Manhours			$ 570.66	
14. Estimation/Planning	2	Manhours @	$ 110.00 / Hour	$ 220.00	
15. Tool Replacement		1.50% of Labor		$ 8.56	
16. Overtime Premium	0	Manhours		$ -	
17. Overtime Inefficiency		5.00% of Labor		$ -	
		18. Labor Sub-Total			$ 799.22
19. Equipment Rental					
Scissor Lift	0	each	$ 45.04 / day	$ -	
Lull	0	each	$ 1,500.00 / month	$ -	
Trash	0	Days @	$ 100.00 / Day	$ -	
Hoisting	0	Days @	$ 100.00 / Day	$ -	
		20. Equipment Total		$ -	
21. KP Delivery	0	deliveries	$ 150.00 / Each		$ -
22. Supplier Delivery	0	deliveries	$ 200.00 / Each		$ -
		23. CHANGE ORDER SUB-TOTAL COSTS			**$ 1,059.74**
		24. OH&P Markup Percentage		15%	$ 158.96
		Subtotal with OH & Profit Markup			**$ 1,218.70**
		25			
		26. Equipment - Total Cost			$ -
		27. Equipment Markup		5%	$ -
		28. Sub - Total Costs			$ -
		29. Sub Markup		5%	$ -
		30. Engineering - Total Costs			$ -
		31. Engineering Markup		5%	$ -
35. This proposal may be withdrawn by us if not accepted within	5 days	32. Special Insurance			$ -
		33. Bond Premium		0.00%	$ -
		~~34. TOTAL PRICE OF CHANGE~~			~~$ 1,218.70~~
36. **Time extension required**	of 0 days	**35. TOTAL PRICE OF CHANGE**			**$ 1,218.70**

(See attached for by area for added schedule days required)

37. Submitted By: Heather LaMore

38. Approved By: _____

Narrative:

The cost above represents time and material costs from FWO #857, where Kenpat installed framing and plywood for the external parapet on the G2 Roof.

Pasco County Jail Expansion
T&M - Exterior Parapet Work

Number: 84

Description	code	Quantity	Unit of measure	Unit Cost	Material	Labor Hrs	Labor Rates	Totals
MATERIALS								
					$ -			
3/4" FT Plywood 4'x8'	m	1	Pcs	$60.00	$ 60.00			
2x2 Metal Angle - 68 mils	m	6	Pcs	$30.58	$ 183.48			
	m				$ -		$84	
	m				$ -			
	m				$ -			
	m				$ -	

Spectra Pricing and Backup

Cost Code 09.6200.00	CCD#75 Scope Changes		
	Material	$	880.77
	Labor	$	(380.02)
	Freight	$	120.00
	OH&P	$	93.11
	Total	$	713.86

	Proposal Date		Total Price
	8/20/2025	$	(822.25)
	2/4/2026	$	1,536.11
	Total	$	713.86

Spectra Contract Flooring

Proposal

1802 Grant Street, Suite 200
Tampa, FL 33605
813-254-7278

Submitted to:	Moss & Associates, LLC	Attention:	Kasey Ray
Address:		Phone:	
Address:		FAX Phone:	
Job Name:	**PCJE RFI #869**	Date of Plans:	
Job Location:		Architect:	

PROPOSAL DATE: 8/20/25

We hereby submit specifications and estimates for:

	Quantity	UOM	$/Unit	$ Price
Area G1				
Delete Carpet Tile Labor	-1	HR	$65.00	-$65.00
Delete LVT Labor	-2	HR	$65.00	-$130.00
Delete Vinyl Base Labor	-2	HR	$65.00	-$130.00
			Total	**-$325.00**
Area H2				
Delete Carpet Tile	-4	HR	$65.00	-$260.00
Delete Vinyl Base	-2	HR	$65.00	-$130.00
			Subtotal	**-$390.00**
Remove OH&P Markup	-15%			-$107.25
			Grand Total	~~**-$715.00**~~ -$822.25

Spectra's terms are Net 10th of the month. Customer will be responsible for any costs or fees incurred in the collection of any past due invoices and understands that a 1.5% monthly finance charge will be billed on invoices that are over 30 days old.

All work is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Charges for labor are quoted for normal working hours. Work requested after hours will be at increased labor rates. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Signed:

NOTE: This Proposal may be withdrawn if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer Name:

Authorized Signature: BY_____ **Date:**

Spectra Contract Flooring

Proposal

1802 Grant Street, Suite 200
Tampa, FL 33605
813-254-7278

Submitted to:	Moss & Associates, LLC	Attention:	Kasey Ray
Address:		Phone:	
Address:		FAX Phone:	
Job Name:	**PCJE Area G Atrium**	Date of Plans:	
Job Location:	RFI 957 - Area G Existing Room G128	Architect:	

PROPOSAL DATE: 2/4/26

We hereby submit specifications and estimates for:

RFI 957 - Area G Existing Room G128

Item Name	Quantity	UOM	$/Unit	$ Price
CPT-02 Shaw / Primary Tile 5T123 / Dove Grey #17557 / 24" x 24"	42.64	SY	$19.96	$851.09
Labor to install Patcraft Carpet Tile	6	HR	$33.33	$199.98
Carpet Patch	2	EA	$14.84	$29.68
Floor Prep Labor	3	HR	$45.00	$135.00
Freight	1	EA	$120.00	$120.00
			Total Before OH&P	**$1,335.75**
Overhead & Profit			OH&P	$200.36
			Grand Total	**$1,536.11**

All work is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Charges for labor are quoted for normal working hours. Work requested after hours will be at increased labor rates. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

NOTE: This Proposal may be withdrawn if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer Name:

Authorized Signature: BY_____ **Date:**

Ackerman Pricing and Backup

Cost Code 22.0000.00	CCD#75 Scope Changes		
	Labor	$	47,081.86
	Materials	$	24,655.44
	Taxes	$	1,725.88
	Subcontractor	$	10,001.46
	OH&P	$	12,519.70
	Warranty	$	959.84
	Insurance	$	1,624.32
	Total	$	98,568.51

ACKERMAN PLUMBING
2151 WHITFIELD INDUSTRIAL WAY • SARASOTA, FLORIDA 34243
TELEPHONE 941.755.7448 • FAX 941.756.7448 • TOLL FREE 877.755.7448

Justin Klein
(410) 596-2333
JKlein@ackermanplumbingllc.com
3/12/2026

To:
Moss & Associates LLC
5401 W Kennedy Boulevard, Suite 1060
Tampa, Florida 33609

Subject: Change Order Request Transmittal Letter #97

Dear Stephen Marano,
We are submitting this Change Order Request #97 for your review and approval. This request outlines the scope of additional work related to CCD #75R1 produced by Hellmuth, Obata & Kassabaum (HOK) and dated 2.3.2026.

Quoted Price

The total quoted price for the work outlined for your request is $98,568.51 [Ninety Eight Thousand Five Hundred Sixty Eight Dollars and Fifty One Cents]

Scope of Work

- Addition of underground water line feeding dental chairs
- Adjustment of aboveground water lines to feed dental chairs
- Adjustment of water lines tie-in point for print east side water supply
- Adjustment of area HJ underground sanitary piping
- Adjustment of area HJ aboveground vent piping
- Demo of existing water lines to increase pipe size
- Addition of new water lines to supply center of area HJ
- Addition of compressed air lines serving laundry equipment
- Move a AGS panel location
- Change to underground demo plans from grout fill to cut, cap and abandon in place

Time Extension

Area HJ – 10 days for air piping
Area HJ – 15 days for water piping
Area G – 5 days
Area G, HJ – 5 days for AGS panel

Exclusions

- Structural Modifications: Any structural work, including cutting or altering structural elements (e.g., beams, walls, or floors), is excluded unless explicitly specified above.
- Electrical Work: Electrical wiring, connections, or any associated electrical modifications related to plumbing equipment (e.g., water heaters or sump pumps) are excluded.

ACKERMAN PLUMBING
2151 WHITFIELD INDUSTRIAL WAY • SARASOTA, FLORIDA 34243
TELEPHONE 941.755.7448 • FAX 941.756.7448 • TOLL FREE 877.755.7448

- Permits and Fees: Additional permitting fees are excluded.
- Excavation and Restoration: Excavation beyond the specific plumbing scope above.
- Materials Beyond Scope: Specialty fixtures, finishes, or owner-supplied materials are excluded unless listed above.
- After-Hours Work: Overtime, weekend, or holiday work unless explicitly mentioned in the scope above.
- Delays Due to Unforeseen Conditions: Any additional labor or time caused by unexpected site conditions (e.g. buried utilities, hidden damage, or hazardous materials).
- Demolition or Debris Removal: Removal of existing materials, debris, or general cleanup not specified in the scope above.
- Extended Warranties: Only standard manufacturer and workmanship warranties apply to this scope of work unless explicitly mentioned in this proposal.

Terms

1. Notice to Proceed Validity: This pricing is valid for 30 days from the date of this transmittal. A written Notice to Proceed must be received within this period to secure the quoted pricing.
2. Funding Requirement: All approved change orders must be funded within 60 days of the Notice to Proceed. Failure to secure funding within this timeframe will result in our right to postpone any additional work not already incorporated into the contract.
3. Workforce Allocation: This additional work is anticipated to be incorporated into the project without additional labor. The customer shall coordinate the scheduling of additional work with Ackerman prior to work commencing. If additional labor is required Ackerman needs ten (10) business days to properly coordinate the added manpower.

We kindly request that you review the attached documentation and provide your feedback or approval at your earliest convenience. Should you have any questions or require further clarification, please do not hesitate to contact us.

Thank you for your attention to this matter.

Sincerely,
Justin Klein
Project Manager
Ackerman Plumbing, LLC

Enclosures:

1. Change order Request Letter
2. Bid Recap Sheet
3. Sub Sheet
4. G&A Sheet
5. Pipe Detail Sheet
6. Freedom Quote
7. ABC Quote

ACKERMAN PLUMBING
2151 WHITFIELD INDUSTRIAL WAY • SARASOTA, FLORIDA 34243
TELEPHONE 941.755.7448 • FAX 941.756.7448 • TOLL FREE 877.755.7448

8. CCD#75R1 Narrative
9. CCD#75 Plumbing Prints

BID RECAP SHEET

Company: **Ackerman Plumbing, LLC.**
JobName: **PCJE - Pasco County Jail**
Bid Date **March 12, 2026**
Bid: **CCD#75R1**

PLUMBING/PIPING SUMMARY	Materials	Plbg/Piping Labor Hours	Rate	Labor $	Total
FastPIPE Summary	$27,735.9284	450.8	$84.75	$38,201.8587	$65,937.7871
Pipe Equipment Total	$0	w/Summary		$0	$0
Pipe Fixtures Total	$0	w/Summary		$0	$0
Pipe Specialties Total	$0	w/Summary		$0	$0
Pipe Other Total	$0	w/Summary		$0	$0
Equipment	$0	0.0	$84.75	$0	$0
Fixtures	$0	0.0	$84.75	$0	$0
G+A Labor & Material Costs	($3,080.4837)	112.0	$79.29	$8,880.0000	$5,799.5163
G+A Other Costs	$0	0.0	$0.00	$0	$0
	$0	0.0	$0.00	$0	$0
	$0	0.0	$0.00	$0	$0
	$0	0.0	$0.00	$0	$0
	$0	0.0	$0.00	$0	$0
Sub Total	$24,655.4446	562.8		$47,081.8587	$71,737.3034

MATERIALS SUMMARY		Cost	OH&P $	Total	OH&P %
Plumbing/Piping Materials/Equipment		$24,655.4446	$3,698.3167	$28,353.7613	15.0 %
Rental Equipment		$0	$0	$0	15.0 %
Freight		$0	$0	$0	15.0 %
Sub Total		$24,655.4446	$3,698.3167	$28,353.7613	
Sales Tax	7.00	$1,725.8811	$258.8822	$1,984.7633	15.0 %
MATERIALS TOTAL		$26,381.3258	$3,957.1989	$30,338.5246	15.0 %

LABOR SUMMARY	Hours	Rate	Cost	OH&P $	Total	OH&P %
Plumbing/Piping Labor	562.8	$83.66	$47,081.8587	$7,062.2788	$54,144.1375	15.0 %

SUBCONTRACTS SUMMARY	Cost	OH&P $	Total	
	$10,001.4600	$1,500.2190	$11,501.6790	15.0 %

		Cost	OH&P $	Total	
SUB TOTAL less Sales Tax		$81,738.7634	$12,260.8145	$93,999.5779	15.0 %
Sales Tax				$1,984.7633	
Warranty	1.0 %			$959.8434	
CCIP	3.0 %			$1,624.3241	
			QUOTED PRICE	$98,568.5087	

SUBCONTRACTORS

including Sales Tax

Company: **Ackerman Plumbing, LLC.**

JobName: **PCJE - Pasco County Jail**

	Description	Total Price
1	Asbestos Abatement	
2	**BIM Coordination**	
3	Chemical Treatment	
4	Concrete Cutting & Patching	
5	Core Drilling	
6	Demolition	
7	Electrical	
8	Equipment Setting	
9	Excavation	
10	Fire Protection	
11	Firestopping	
12	Floor Repair	
13	General Construction	
14	Hoisting	
15	HVAC Piping	
16	Insulation	$2,501.46
17	Low Voltage Wiring	$7,500.00
18	Medical Gas Certification	
19	Outside Utilities	
20	Painting	
21	Plumbing	
22	Radiographic Inspection, X-Ray	
23	Roof Repair	
24	Sheet Metal	
25	Structural Steel	
26	Temperature Controls	
27	Test & Balance	
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
	Totals	$10,001

OTHER JOB COSTS

Company: **Ackerman Plumbing, LLC.**
JobName: **PCJE - Pasco County Jail**

	Description	Materials Plbg/ Piping QTY	Rate	Total	Plumbing/Piping Labor PL Hours	Unit of Measurement	Rate	Cost Code	Total
	G & A Labor & Material, Field								
1	Access Panels		$ 75.00	$0					
2	Argon Purge Gas		$ 500.00	$0					
3	Balancing		$ 100.00	$0		Per Hour	$84.75		$0
4	Brazing Rod	15	$ 95.04	$1,425.60		Per Hour	$84.75		$0
5	Concrete Pumping		$ 100.00	$0	-16.0	Per Hour	$200.00		$ (3,200.00)
6	Concrete Truck	-4	$ 1,600.00	$ (6,400.00)					
7	Consumables	27735.93	$ 0.05	$1,386.80					
8	Core Drilling		$ 100.00	$0		Per Hour	$84.75		$0
9	Curbs		$ 100.00	$0					
10	Dust Protection		$ 500.00	$0		Per Hour	$84.75		$0
11	Equipment Start-up			$0		Per Hour	$84.75		$0
12	Fire Watch			$0		Per Hour	$84.75		$0
13	Firestopping, Self Performed		$ 1,000.00	$0		Per Hour	$84.75		$0
14	Nitrogen	2	$ 78.56	$157.12	2.0	Per Hour	$84.75		$169.50
15	Gas Purging	1	$ 158.75	$158.75	16.0	Per Hour	$84.75		$1,356.00
16	Layout/ Trimble			$0		Per Hour	$84.75		$0
17	Material Handling			$0		Per Hour	$84.75		$0
18	Owner Training			$0		Per Hour	$84.75		$0
19	Painting, Self Performed		$ 100.00	$0		Per Hour	$84.75		$0
20	Pipe ID/ Valve Tagging		$ 100.00	$0		Per Hour	$84.75		$0
21	Pumping		$ 100.00	$0		Per Hour	$84.75		$0
22	Shoring		$ 100.00	$0		Per Hour	$84.75		$0
23	Small Tools	450.7594	$ 0.25	$112.69					
24	Testing	1	$ 78.56	$78.56	2.0	Per Hour	$84.75		$169.50
25	Thrust Blocks		$ 70.00	$0		Per Hour	$84.75		$0
26	Trench Preparation			$0		Per Hour	$84.75		$0
27	Trucking & Deliveries			$0			$40.00		$0
	Totals			**-$3,080.48**	**4.00**				**-$1,505.00**

	Description	Materials Plbg/ Piping QTY	Rate	Total	Plumbing/Piping Labor PL Hours	Unit of Measurement	Rate	Cost Code	Total
	G & A Labor, Other								
1	General Foreman				60.0	Per Hour	$91.75		$5,505.00
2	Helper					Per Hour	$40.00		$0
3	Operator					Per Hour	$100.00		$0
4	Project Manager				8.0	Per Hour	$135.00		$1,080.00
5	Assistant Project Manager (APM)					Per Hour	$75.00		$0
6	Engineering					Per Hour	$125.00		$0
7	CAD/ BIM Detailer				40.0	Per Hour	$95.00		$3,800.00
8	Safety Coordinator					Per Hour	$85.00		$0
9	Safety Director					Per Hour	$95.00		$0
	Totals				**108.00**				**$10,385.00**

	Description	Materials Plbg/ Piping QTY	Rate	Total	Plumbing/Piping Labor PL Hours	Unit of Measurement	Rate	Cost Code	Total
	Services & Supplies								
1	Allowances		$ 1,000.00	$0					
2	Discounts		$ (1,000.00)	$0					
	Totals			**$0**					

G&A - Labor (Value)	$8,880.00
G&A - Labor Hours	112.00
G&A - Material	-$3,080.48
G&A - Other	$0

Company: Ackerman Plumbing, LLC.
JobName: PCJE - Pasco County Jail
Sort Key: By Remarks ☐ Subtotals

FastPIPE

Remarks	Qty	Size	Description		Total	Total
P201G-A ADD	34	½	Type K Soft Copper Tube	$	291.82	1.8
P201G-A ADD	5	½	Wrot Copper 90 Ell	$	10.26	2.6
P201G-A ADD	1	½	Wrot Copper Tee	$	3.45	0.8
P201G-A ADD	3	½	Wrot Copper Cap	$	4.43	0.8
P201G-A ADD	16	½	Silfos Joints	$	19.20	0.6
P201G-A ADD	25	½	Excavation	$	-	0.0
P201G-A ADD	198	<None>	+ cu ft Excavated Dirt Backfill	$	98.95	0.0
P201G-A ADD	49	<None>	+ sq ft Sand Bedding 6 in Deep	$	7.42	0.0
P201G-A ADD	198	<None>	+ cu ft Excavation	$	296.84	0.0
P201G-B ADD	42	½	FlowGuard Gold CPVC Pipe	$	15.70	2.2
P201G-B ADD	23	¾	FlowGuard Gold CPVC Pipe	$	13.22	1.2
P201G-B ADD	43	1	FlowGuard Gold CPVC Pipe	$	52.76	2.8
P201G-B ADD	42	2	FlowGuard Gold CPVC Pipe	$	202.05	3.3
P201G-B ADD	6	¾	FlowGuard Gold CPVC 90 Ell	$	3.12	2.2
P201G-B ADD	1	¾	FlowGuard Gold CPVC Tee	$	2.45	0.5
P201G-B ADD	3	¾	FlowGuard Gold CPVC Male Adapt	$	5.73	1.6
P201G-B ADD	4	½	FlowGuard Gold CPVC Coupling	$	1.08	1.2
P201G-B ADD	1	¾	FlowGuard Gold CPVC Coupling	$	0.73	0.4
P201G-B ADD	4	1	FlowGuard Gold CPVC Coupling	$	6.16	1.7
P201G-B ADD	4	2	FlowGuard Gold CPVC Coupling	$	46.33	2.3
P201G-B ADD	3	¾	Male Iron Pipe Thread Joints	$	-	0.0
P201G-B ADD	8	½	CPVC Solvent Weld Joints	$	0.96	0.0
P201G-B ADD	20	¾	CPVC Solvent Weld Joints	$	2.40	0.0
P201G-B ADD	8	1	CPVC Solvent Weld Joints	$	1.12	0.0
P201G-B ADD	8	2	CPVC Solvent Weld Joints	$	2.16	0.0
P201G-B ADD	14	½	Suspended Hanger	$	-	0.0
P201G-B ADD	14	½	+ Plain Standard Clevis Hanger	$	31.61	9.1
P201G-B ADD	28	⅜	+ Hex Nuts	$	3.00	0.0
P201G-B ADD	28	⅜	+ Plain Washer	$	2.63	0.0
P201G-B ADD	14	⅜	+ Plain Wide Jaw Top C-Clamp	$	64.04	0.0
P201G-B ADD	56	⅜	+ Plain Threaded Rod	$	54.08	0.0

Remarks	Qty	Size	Description		Total	Total
P201G-B ADD	4	¾	Suspended Hanger	$	-	0.0
P201G-B ADD	4	¾	+ Plain Standard Clevis Hanger	$	9.03	2.6
P201G-B ADD	8	⅜	+ Hex Nuts	$	0.86	0.0
P201G-B ADD	8	⅜	+ Plain Washer	$	0.75	0.0
P201G-B ADD	4	⅜	+ Plain Wide Jaw Top C-Clamp	$	18.30	0.0
P201G-B ADD	16	⅜	+ Plain Threaded Rod	$	15.45	0.0
P201G-B ADD	14	1	Suspended Hanger	$	-	0.0
P201G-B ADD	14	1	+ Plain Standard Clevis Hanger	$	32.81	9.1
P201G-B ADD	28	⅜	+ Hex Nuts	$	3.00	0.0
P201G-B ADD	28	⅜	+ Plain Washer	$	2.63	0.0
P201G-B ADD	14	⅜	+ Plain Wide Jaw Top C-Clamp	$	64.04	0.0
P201G-B ADD	56	⅜	+ Plain Threaded Rod	$	54.08	0.0
P201G-B ADD	14	2	Suspended Hanger	$	-	0.0
P201G-B ADD	14	2	+ Plain Standard Clevis Hanger	$	50.40	9.1
P201G-B ADD	28	⅜	+ Hex Nuts	$	3.00	0.0
P201G-B ADD	28	⅜	+ Plain Washer	$	2.63	0.0
P201G-B ADD	14	⅜	+ Plain Wide Jaw Top C-Clamp	$	64.04	0.0
P201G-B ADD	56	⅜	+ Plain Threaded Rod	$	54.08	0.0
P201HJ-B Air ADD	180	1	Type L Oxygen Copper Tube	$	2,433.60	13.0
P201HJ-B Air ADD	80	1½	Type L Oxygen Copper Tube	$	1,872.80	6.5
P201HJ-B Air ADD	12	1	Wrot Copper C & B 90 Ell	$	171.99	9.4
P201HJ-B Air ADD	9	1½	Wrot Copper C & B 90 Ell	$	288.77	8.4
P201HJ-B Air ADD	2	1	Wrot Copper C & B Coupling	$	15.54	1.6
P201HJ-B Air ADD	1	1½	Wrot Copper C & B Coupling	$	17.61	0.9
P201HJ-B Air ADD	4	1	Wrot Copper C & B Female Adapter	$	108.48	3.4
P201HJ-B Air ADD	2	1½	Wrot Copper C & B Female Adapter	$	119.15	2.1
P201HJ-B Air ADD	2	1½	Wrot Copper C & B Male Adapter	$	76.25	0.9
P201HJ-B Air ADD	2	1½ x1	Wrot Copper C & B Concentric Red	$	57.35	1.7
P201HJ-B Air ADD	4	1x½	Wrot Copper C & B Fitting Reduce	$	53.01	1.2
P201HJ-B Air ADD	5	1½ x1	Wrot Copper C & B Reducing Tee	$	246.45	6.6
P201HJ-B Air ADD	8	1	NIBCO CS-595-YX-EC	$	5,904.00	3.1
P201HJ-B Air ADD	4	½	Silfos Joints	$	4.80	1.0
P201HJ-B Air ADD	55	1	Silfos Joints	$	118.80	8.6
P201HJ-B Air ADD	36	1½	Silfos Joints	$	103.68	6.3
P201HJ-B Air ADD	2	1½	Male Iron Pipe Thread Joints	$	-	0.0

Remarks	Qty	Size	Description		Total	Total
P201HJ-B Air ADD	4	1	Female Iron Pipe Thread Joints	$	0.52	0.0
P201HJ-B Air ADD	2	1½	Female Iron Pipe Thread Joints	$	0.38	0.0
P201HJ-B Air ADD	4	½	.5 AIR HOSE	$	496.60	10.4
P201HJ-B Air ADD	2	1½	1.5 AIR HOSE	$	1,326.98	5.2
P201HJ-B Air ADD	4	1	1 AIR HOSE	$	897.56	10.4
P201HJ-B Air ADD	12	1	Suspended Hanger	$	-	0.0
P201HJ-B Air ADD	12	1	+ Copper Adj Swivel Ring Hanger	$	22.56	7.8
P201HJ-B Air ADD	12	⅜	+ Plain Wide Jaw Top C-Clamp	$	54.89	0.0
P201HJ-B Air ADD	48	⅜	+ Plain Threaded Rod	$	46.36	0.0
P201HJ-B Air ADD	5	1½	Suspended Hanger	$	-	0.0
P201HJ-B Air ADD	5	1½	+ Copper Adj Swivel Ring Hanger	$	10.26	3.3
P201HJ-B Air ADD	5	⅜	+ Plain Wide Jaw Top C-Clamp	$	22.87	0.0
P201HJ-B Air ADD	20	⅜	+ Plain Threaded Rod	$	19.32	0.0
P201HJ-B Water ADD	45	½	FlowGuard Gold CPVC Pipe	$	16.58	2.3
P201HJ-B Water ADD	45	1	FlowGuard Gold CPVC Pipe	$	54.79	2.9
P201HJ-B Water ADD	126	2	FlowGuard Gold CPVC Pipe	$	603.28	9.9
P201HJ-B Water ADD	126	3	Corzan Sch 80 CPVC PE Pipe	$	7,476.50	14.4
P201HJ-B Water ADD	1	¾ x½	FlowGuard Gold CPVC Red Tee	$	2.66	0.5
P201HJ-B Water ADD	1	2x1	FlowGuard Gold CPVC Red Tee	$	41.67	0.9
P201HJ-B Water ADD	1	2x1½	FlowGuard Gold CPVC Bushing	$	15.87	0.6
P201HJ-B Water ADD	4	½	FlowGuard Gold CPVC Coupling	$	1.08	1.2
P201HJ-B Water ADD	4	1	FlowGuard Gold CPVC Coupling	$	6.16	1.7
P201HJ-B Water ADD	12	2	FlowGuard Gold CPVC Coupling	$	138.98	6.9
P201HJ-B Water ADD	6	3	CPVC Sch 80 Thd Coupling	$	278.64	16.3
P201HJ-B Water ADD	1	3x2	CPVC Sch 80 Reducing Tee	$	96.32	1.3
P201HJ-B Water ADD	12	3	Female Iron Pipe Thread Joints	$	4.56	0.0
P201HJ-B Water ADD	9	½	CPVC Solvent Weld Joints	$	1.08	0.0
P201HJ-B Water ADD	2	¾	CPVC Solvent Weld Joints	$	0.24	0.0
P201HJ-B Water ADD	9	1	CPVC Solvent Weld Joints	$	1.26	0.0
P201HJ-B Water ADD	1	1½	CPVC Solvent Weld Joints	$	0.17	0.0
P201HJ-B Water ADD	27	2	CPVC Solvent Weld Joints	$	7.29	0.0
P201HJ-B Water ADD	2	3	CPVC Solvent Weld Joints	$	0.80	0.0
P201HJ-B Water ADD	15	½	Suspended Hanger	$	-	0.0
P201HJ-B Water ADD	15	½	+ Plain Standard Clevis Hanger	$	33.87	9.8
P201HJ-B Water ADD	30	⅜	+ Hex Nuts	$	3.21	0.0

Remarks	Qty	Size	Description		Total	Total
P201HJ-B Water ADD	30	⅜	+ Plain Washer	$	2.81	0.0
P201HJ-B Water ADD	15	⅜	+ Plain Wide Jaw Top C-Clamp	$	68.62	0.0
P201HJ-B Water ADD	60	⅜	+ Plain Threaded Rod	$	57.95	0.0
P201HJ-B Water ADD	15	1	Suspended Hanger	$	-	0.0
P201HJ-B Water ADD	15	1	+ Plain Standard Clevis Hanger	$	35.16	9.8
P201HJ-B Water ADD	30	⅜	+ Hex Nuts	$	3.21	0.0
P201HJ-B Water ADD	30	⅜	+ Plain Washer	$	2.81	0.0
P201HJ-B Water ADD	15	⅜	+ Plain Wide Jaw Top C-Clamp	$	68.62	0.0
P201HJ-B Water ADD	60	⅜	+ Plain Threaded Rod	$	57.95	0.0
P201HJ-B Water ADD	42	2	Suspended Hanger	$	-	0.0
P201HJ-B Water ADD	42	2	+ Plain Standard Clevis Hanger	$	151.19	27.3
P201HJ-B Water ADD	84	⅜	+ Hex Nuts	$	8.99	0.0
P201HJ-B Water ADD	84	⅜	+ Plain Washer	$	7.88	0.0
P201HJ-B Water ADD	42	⅜	+ Plain Wide Jaw Top C-Clamp	$	192.13	0.0
P201HJ-B Water ADD	168	⅜	+ Plain Threaded Rod	$	162.25	0.0
P201HJ-B Water ADD	42	3	Suspended Hanger	$	-	0.0
P201HJ-B Water ADD	42	3	+ Plain Standard Clevis Hanger	$	306.63	32.8
P201HJ-B Water ADD	84	½	+ Hex Nuts	$	20.33	0.0
P201HJ-B Water ADD	84	½	+ Plain Washer	$	18.71	0.0
P201HJ-B Water ADD	42	½	+ Plain Wide Jaw Top C-Clamp	$	264.16	0.0
P201HJ-B Water ADD	168	½	+ Plain Threaded Rod	$	335.01	0.0
PD201HJ-A ADD	8	2	NH CI Soil Blind Plug	$	84.86	3.1
PD201HJ-A ADD	16	3	NH CI Soil Blind Plug	$	244.61	7.3
PD201HJ-A ADD	15	4	NH CI Soil Blind Plug	$	363.87	7.8
PD201HJ-A ADD	1	6	NH CI Soil Blind Plug	$	46.25	0.6
PD201HJ-A ADD	8	2	No-hub Couplings	$	51.98	0.0
PD201HJ-A ADD	16	3	No-hub Couplings	$	124.42	0.0
PD201HJ-A ADD	15	4	No-hub Couplings	$	137.97	0.0
PD201HJ-A ADD	1	6	No-hub Couplings	$	23.18	0.0
PD201HJ-B ADD DEMO	128	¾	FlowGuard Gold CPVC Pipe	$	-	6.6
PD201HJ-B ADD DEMO	129	1¼	FlowGuard Gold CPVC Pipe	$	-	8.4
PD201HJ-B ADD DEMO	128	2	FlowGuard Gold CPVC Pipe	$	-	10.0
PD201HJ-B ADD DEMO	12	¾	FlowGuard Gold CPVC Coupling	$	-	4.4
PD201HJ-B ADD DEMO	12	1¼	FlowGuard Gold CPVC Coupling	$	-	5.6
PD201HJ-B ADD DEMO	12	2	FlowGuard Gold CPVC Coupling	$	-	6.9

Remarks	Qty	Size	Description		Total	Total
PD201HJ-B ADD DEMO	24	¾	CPVC Solvent Weld Joints	$	-	0.0
PD201HJ-B ADD DEMO	24	1¼	CPVC Solvent Weld Joints	$	-	0.0
PD201HJ-B ADD DEMO	24	2	CPVC Solvent Weld Joints	$	-	0.0
PD201HJ-B ADD DEMO	43	¾	Suspended Hanger	$	-	0.0
PD201HJ-B ADD DEMO	43	¾	+ Plain Standard Clevis Hanger	$	-	27.9
PD201HJ-B ADD DEMO	86	⅜	+ Hex Nuts	$	-	0.0
PD201HJ-B ADD DEMO	86	⅜	+ Plain Washer	$	-	0.0
PD201HJ-B ADD DEMO	43	⅜	+ Plain Wide Jaw Top C-Clamp	$	-	0.0
PD201HJ-B ADD DEMO	172	⅜	+ Plain Threaded Rod	$	-	0.0
PD201HJ-B ADD DEMO	43	1¼	Suspended Hanger	$	-	0.0
PD201HJ-B ADD DEMO	43	1¼	+ Plain Standard Clevis Hanger	$	-	27.9
PD201HJ-B ADD DEMO	86	⅜	+ Hex Nuts	$	-	0.0
PD201HJ-B ADD DEMO	86	⅜	+ Plain Washer	$	-	0.0
PD201HJ-B ADD DEMO	43	⅜	+ Plain Wide Jaw Top C-Clamp	$	-	0.0
PD201HJ-B ADD DEMO	172	⅜	+ Plain Threaded Rod	$	-	0.0
PD201HJ-B ADD DEMO	43	2	Suspended Hanger	$	-	0.0
PD201HJ-B ADD DEMO	43	2	+ Plain Standard Clevis Hanger	$	-	27.9
PD201HJ-B ADD DEMO	86	⅜	+ Hex Nuts	$	-	0.0
PD201HJ-B ADD DEMO	86	⅜	+ Plain Washer	$	-	0.0
PD201HJ-B ADD DEMO	43	⅜	+ Plain Wide Jaw Top C-Clamp	$	-	0.0
PD201HJ-B ADD DEMO	172	⅜	+ Plain Threaded Rod	$	-	0.0
				$	27,735.93	450.8

Change Order / Additional Work

Date: February 17, 2026

Project Name: Pasco County Jail Expansion

Contractor: Ackerman Plumbing

Attention: James Stark / Justin Klein

Freedom Change: #13

Change Description: CCD #75-R1

Cost: $2,501.46 – Add

23110 State Road 54 #428 Lutz, FL 33549
(P) 813.880.8445 | (F) 813.880.8446 www.FREEDOMINSULATION.com

C.O. #13 - CCD #75-R1 - Pasco County Jail - Add								
System	Thickness	Size	Fitting	Quantity	Material	Hours	Labor-Cost	Bid-Price
Domestic Hot Water-Concealed	1"	0.87	PIPE	95.09	$295.96	9.06	$569.33	$865.29
Domestic Hot Water-Concealed	1"	1.12	PIPE	96.59	$167.83	9.2	$578.13	$745.96
Domestic Hot Water-Concealed	1-1/2"	2.12	PIPE	51.09	$207.55	4.87	$306.03	$513.58
SUB TOTAL ADD					**$ 671.34**	**23.13**	**$ 1,453.49**	**$ 2,124.83**
							TAX 7.5%	$50.35
							COST	$ 2,175.18
							PROFIT 15%	$326.28
							TOTAL COST	$ 2,501.46

PROPOSAL

Automated Building Control Systems, Inc.

4108 W. Alva Street
Tampa, Florida 33614
Phone: 813-879-8222
Fax: 813-870-2083

To: **Justin Klein, Ackerman Plumbing**

January 28, 2026

RE: **Pasco County Jail**
Temperature Controls

Scope of Work

1. **Change AGS panel from Staff Office H151 to Existing Control Room EG187.**

We **include** the following:
Programming and commissioning
Owner Instruction
1 Year Warranty

We **exclude** the following:
VAV terminals
VFD's
BACnet Cards
Existing Equipment not shown on plans

Exceptions: ABC does not provide or install the following: Power Wiring, Starters, Disconnects, Smoke Detectors, Fires Stats, Fire/Smoke Dampers.

Total Installed Price: $7,500.00

Sincerely,

Zack Byers

BCH Pricing and Backup

Cost Code 23.0000.00	CCD#75 Scope Changes		
	Labor	$	4,248.76
	Materials	$	1,316.00
	Taxes	$	92.12
	Subcontractor	$	2,500.00
	OH&P	$	1,223.53
	Total	$	9,380.41

BCH
MECHANICAL, INC.

6354 118 Avenue North
Largo, FL 33773
Phone: 727-546-3561
Fax: 727-545-1801

March 12, 2026

Livan Perez
Moss Construction
19921 Central Boulevard
Land O' Lakes, FL 34637

Re: CCD-75

BCH Job Number: Pasco County Jail Expansion 22-10-0027

Dear Livan,

BCH Mechanical LLC. is requesting a change order for the following scope of work related to CCD-75:

Scope:

1. M201G
    i. Existing VAV-G1-20 was revised to be removed and replaced with new.
2. M202HJ
    i. Adjusted scope in Area H.
3. M603
    i. Added specification for VAV-G1-20 to the VAV terminal schedule.
4. MD201G
    i. Clarified demolition of existing DX air handling unit within the existing office area. Unit is to be removed in its entirety including all ductwork, electrical, piping, ect.
    ii. Existing VAV-G1-20 was revised to be removed and replaced with new.
5. MD202HJ
    i. Adjusted scope in Area H.

The COST for this change is the amount of $9,380.41 this sum includes only those direct costs identified herein. Should it be determined later that we are experiencing impact cost because of multiple changes, delays, or other causes beyond our control, we reserve our right to submit those costs at that time.

This proposal is based solely on the usual cost elements such as labor, material and applicable mark-ups and does not include disruption; rescheduling, extended overhead, overtime accelerated and/or impact costs. Our right is expressly reserved for settlement of these items as it pertains to this contract.
Please advise in writing, by Change Order, acceptance of this proposal so any additional equipment and materials can be ordered, and the work can be incorporated into the construction schedule. If you have any questions, please do not hesitate to contact me here at 727 639 4804.

Exclusions and Qualifications

1. Roofing or flashing.
2. Above ROM would require an extension of (2) days to schedule.
    a. Area G1 – 2 days
3. Ceiling removal, modifications, or rework.
4. Controls for smoke control system (by others).
5. Wall Modifications/Rework.
6. Concrete work, including housekeeping pads.
7. Structural steel modifications.
8. Cutting, patching or painting.
9. Electrical work, including motor starters and power wiring, by division 16.
10. All work to be performed during regular business hours.
11. Performance and payment bond; one can be provided for an additional cost.
12. This proposal is good for thirty (30) days.

Blake Grimm

Blake Grimm

Project Manager
BCH Mechanical, LLC

Subcontract Potential Change Order
Pricing Detail

BCH Mechanical		3/12/2026	Contract PC Jail Expansion
	CP-54 - CCD 75	Office Florida	Project Number 220027

Scope of Work	Unit	Quantity	Unit Cost	Total Amount	Total Amount
Materials / Miscellaneous					
VAV		1		$ 816.00	
Misc Duct/Fittings				$ 500.00	
				$ -	
Total Materials				$ 1,316.00	
			Taxes (7.0%)	$ 92.12	
			Subtotal	**$ 1,408.12**	
Labor					
Sheetmetal Mechanic	Hr	26	$ 89.82	$ 2,335.32	
Piping Mechanic	Hr		$ 89.82	$ -	
Shop Fabrication	Hr	16	$ 89.82	$ 1,437.12	
Sheetmetal Foreman	Hr	4	$ 119.08	$ 476.32	
CAD Designer	Hr		$ 135.00	$ -	
				$ -	
				$ -	
				$ -	
Total Labor				**$ 4,248.76**	
			Subtotal	**$ 4,248.76**	
Subcontracts					
Controls				$ 2,500.00	
t and balance					
Seal Penetrations					
Insulation					
Total Subcontracts				**$ 2,500.00**	
Equipment				$ -	
				$ -	
				$ -	
Total Equipment				$ -	
Schedule					
Anticipated Start Date					
Schedule Duration in Weeks					
Contractor to provide detailed construction schedule after CO execution					
Subtotal				(excluding subcontract work)	$ 8,156.88
				Overhead & Profit	$ 1,223.53
Total					$ 9,380.41

Proposal

Proposal is valid for 15 days.
Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For: Blake Grimm, BCH

Date: March 03, 2026

Job Name:
Pasco County Jail Exp - VAV-G1-20

Proposal Number: H5-266109-40142-1
Opportunity ID: 8611112

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	VAV-G1-20	1	VAV Box - Single Duct	VCCF12

Product Data - Variable Air Volume Single Duct Terminal Units
Item: A1 Qty: 1 Tag(s): VAV-G1-20 Std

Single duct cooling only terminal – 12" inlet
Dual wall with 1" matte insulation
Shaft Only with Control Enclosure (**for field mounting of control – by others**)
Certified Ultra-Low Air Leakage
277/24 volt transformer
Disconnect switch and power fuse
1st year warranty whole unit

Exclusions: controls, factory mounting of controls, electric heat, sound attenuator, access panels,

PRICING (*excluding sales tax*)

Total net price for standard 7-8 week lead time..... $579.00

Total net price for 3-4 week quick ship option..... $816.00

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Sincerely,
Jesse Colston
Trane U.S. Inc.
902 N. Himes Avenue
Tampa, FL 33609
Office Phone: (813) 877-8251

This proposal is subject to your acceptance of the attached Trane terms and conditions.

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Confidential and Proprietary Information of Trane U.S. Inc.

PROPOSAL

Automated Building Control Systems, Inc.

4108 W. Alva Street
Tampa, Florida 33614
Phone: 813-879-8222
Fax: 813-870-2083

To: **BCH Mechanical** **March 12, 2026**

Attn: **Blake Grimm**

RE: **Pasco County Jail Expansion**
Temperature Controls

The following is a scope of work and price to provide the temperature controls for the referenced project. Automated Building Controls (ABC) proposes to furnish and install a KMC system for this project. This scope of work

Scope of Work

1. **VAV's (Qty: 1)**
   Furnish and install (1) KMC controller at each VAV for control of:
   - Supply duct temperature sensor
   - Space temperature sensor (Stainless steel flat plate)

We **include** the following:
Graphics
Programming and commissioning
1 Year Warranty

We **exclude** the following:
Fire Dampers
Smoke Control
VAV retrofit kits
After hours work
Additional sensors not listed on this proposal

Exceptions: ABC does not provide or install the following: Power Wiring, Starters, Disconnects, Smoke Detectors, Fires Stats, Fire/Smoke Dampers.

Total Installed Price: $2,500.00

Sincerely,

Zack Byers

APG Pricing and Backup

Cost Code 26.0000.00	CCD#75 Scope Changes		
	Labor	$	46,544.29
	Materials	$	26,119.32
	Taxes	$	1,828.35
	OH&P	$	11,173.79
	APG Technology	$	8,452.70
	Bond	$	847.07
	Total	$	94,965.52

ELECTRIC
ENGINEERING
TECHNOLOGY
LIFE SAFETY
SECURITY

DATE: 2/25/2026

CHANGE ORDER REQUEST

3657. - Pasco County Jail Expansion - PCO#: 300

To: Stephen Marano
Moss and Associates, LLC
5401 W Kennedy Blvd Ste 1060
Tampa, FL 33609

Phone: 813-207-2088
Fax: 727-539-8485
Email: smarano@mosscm.com

From: Mike Millard
APG
4825 140th Ave N
Clearwater, FL 33762

Phone: 727-530-0077
Fax: 727-530-0045
Email: mike.millard@apg.company

CC: Mike Tippy - Moss and Associates, LLC - Phone: 855-360-6677 - Fax: 727-539-8485
Livan Perez - Moss and Associates, LLC - Phone: 855-360-6677 - Fax:
Ted Maczuga - APG - Phone: 727-530-0077 - Fax: 727-530-0045
Brent Thomasco - APG - Phone: 727-530-0077 - Fax: 727-530-0045

Pending Change Order: PCO #300, CCD #75

Below is the detail for our proposal to complete the following changes in contract work:

Proposed Scope of Work:

Sheet AD001:

- 1) Remove and reinstall lightning protection during the demolition of the existing parapet.

Sheet E003:

- 1) Provided Lighting Fixture Types KD, KR1, KR2, KR3 to the lighting fixture schedule. The cost for these fixtures will be picked up on the lighting plan sheets. APG has no cost impact for changes made to this sheet.

Sheet E706:

- 1) Move microwave circuits from Panelboard LNL1 to Panelboard LNL6. These circuits will be connected to the fridge circuits being removed. APG has no cost impact for changes made to this sheet.
- 2) Add circuit for the Storage Room outlets. This circuit will be connected to a fridge circuit break that the fridge circuit is being removed. APG has no cost impact for changes made to this sheet.

DATE: 2/25/2026

Sheet E709:

- 1) Provide one (1) 100A 3P 42 kA circuit breaker on circuit 25, 27, 29 to provide power for the existing lift station.

Sheet E710:

- 1) Provide one (1) 20A 2P 42 kA circuit breaker on circuit 31,33 to provide power for the Vacuum Pump.
- 2) Provide one (1) 20A 1P 42kA circuit breaker on circuit 35 to provide power for the Air Compressor.
- 3) Provide one (1) 20A 1P 42kA circuit breaker on circuit 30 to provide power for the Dental Room Chair.
- 4) Provide one (1) 20A 1P 42kA circuit breaker on circuit 32 to provide power for the Ultra Sonic Cleaner.
- 5) Provide one (1) 20A 1P 42kA circuit breaker on circuit 34 to provide power for the Dental Room Receptacles.
- 6) Provide AGS Panel circuit to Panelboard LEM-2 to existing spare breaker space #9.
- 7) Provide Remote Water Control Valve circuit to Panelboard LEL1-2 to existing spare breaker space #11.
- 8) Provide Mechanical Control Room Panel circuit to Panelboard LEL1-2 to existing spare breaker space #13.
- 9) Provide Dental Computer circuit to Panelboard LEL1-2 to existing spare breaker space #14.
- 10) Provide Cart Staging circuit to Panelboard LNL1-2 to existing spare breaker space #8.
- 11) Provide Supply Storage receptacle circuit to Panelboard LEL1-2 to existing spare breaker space #10.

Sheet EL201G:

- 1) Credit four (4) Type K1 light fixtures G102. Provide K1 fixtures to Owner.
- 2) Credit six (6) Type K4 light fixtures G107. Utilize on second floor.
- 3) Credit two (2) dimming switches G107. See item 8.
- 4) Credit two (2) occupancy sensors G107. Provide Occupancy sensors to the owner.
- 5) Credit three (3) switches G102.
- 6) Add three (3) switches G145A, G145B, G145C. Utilize three (3) switches from G102.

DATE: 2/25/2026

Sheet EL202G:

- 1) Provide nine (9) Type K4 light fixtures G225. Utilize six (6) fixtures from G107.
- 2) Recircuit lighting controls for thirty-six (36) fixtures and add two (2) dimming light switches in the Lobby area.
- 3) Provide two (2) Type KD light fixtures including one (1) spare fixture for stock.
- 4) Provide thirty-one (31) Type KR1 light fixtures including two (2) spare fixtures for stock.
- 5) Provide thirty-five (35) Type KR2 light fixtures including two (2) spare fixtures for stock.
- 6) Provide nineteen (19) Type KR3 light fixtures including two (2) spare fixtures for stock.

Sheet EP201G:

- 1) Provide new feed for the existing lift station to include raceway and wiring, wireway, NEMA 1 enclosures with security screws, to connect to the existing raceway feed of the lift station.
- 2) Relocate one (1) receptacle in G102. APG has no cost impact for this work.
- 3) Credit three (3) receptacles in G107.
- 4) Credit three (3) receptacles in G108.
- 5) Credit one (1) circuit for EQ-92
- 6) Credit one (1) receptacle for LNL1-8
- 7) Add four (4) quad receptacles in G170A.
- 8) Add three (3) quad receptacles in G170D.
- 9) Add one (1) receptacle in G170D.
- 10) Add one (1) receptacle in G182.

Sheet EP201G Dental Exam Room G145M and G145N.:

Room G145M:

- 1) Credit one (1) receptacle on circuit LNL1-26.
- 2) Credit one (1) receptacle on circuit LNL1-28.
- 3) Credit four (4) receptacles on circuit LNL1-10.
- 4) Add four (4) receptacles to circuit LNL6-34.
- 5) Add two (2) quad receptacles to LNL6-19.
- 6) Add two (2) quad receptacles to LNL6-30.
- 7) Add four (4) receptacles to circuit LEL1-2-14.
- 8) Add two (2)- 2" raceways with jet line from the millwork each dental chair in room G145M.
- 9) Add two (2) J-box power feed from Panelboard LNL6 to each dental chair for light and monitor.
- 10) Add two (2) J-box power feed from Panelboard LNL6 for the water filter and mercury filter indicated on the shop drawings.

DATE: 2/25/2026

Room G145N:

- 1) Relocate one (1) Disconnect circuit LNL6-35 for the Air Compressor. Replace the 30/1/20 NEMA 1 Disconnect with a 30/1/NF NEMA 1 Disconnect.
- 2) Relocate one (1) Disconnect circuit LNL6-31,33 for the Vacuum Pump. Replace the 30/1/20 NEMA 1 Disconnect with a 30/2/NF NEMA 1 Disconnect. Provide additional circuit wiring and a 208/230 Buck-Boost Transformer.
- 3) Credit one (1) receptacle on circuit LNL1-4. APG has no cost impact for this work.
- 4) Add one (1) receptacle to circuit LEL1-2-11. APG has no cost impact for this work.

Sheet EP201HJ:

- 1) Credit circuit LHJR-47.
- 2) Relocate receptacle in room H151. APG has no cost impact for this work.

Sheet EP202G:

- 1) Provide power connection to AGS Panel In room EG187.
- 2) Relocate GFCI receptacles in restrooms G262E, G262F. APG has no cost impact for this work.
- 3) Relocating three (3) receptacles G262B. APG has no cost impact for this work.
- 4) Credit five (5) receptacles G262B.

Sheet ET201G:

- 1) Credit one WAP in G102.
- 2) Credit two (2) D2 in G107.
- 3) Credit one (1) D2 in G108.
- 4) Add three (3) D2 in G145M.
- 5) Add Mechanical Control Panel in Room G145M.
- 6) Add three (3) J-box with 18/4 wire and conduits in G145N.
- 7) Add four (4) D4 in G170A.
- 8) Add four (4) D2 in G170D.

Sheet M201G:

- 1) Remove and reinstall power and fire alarm control for new VAV Terminal.

Sheet MD201G:

- 1) Remove power and fire alarm control for existing AHU unit to be removed.

DATE: 2/25/2026

Sheet TY202HJ:

- 1) All devices are shown as existing or existing and replacing security equipment. APG will not have cost for this scope. Please note if the existing equipment will need raceways as required by the specifications this will be handled under a separate PCO if existing installation will require raceways to be provided.

Sheet TY403:

- 1) Relocation of Security Gate 3A. This work was provided under the pricing of CCD #74. No additional cost required for this scope.

The above PCO #300 Scope of Work is based upon:

- The Terms of the executed Subcontract Agreement between Moss & Associates LLC. and APG Electric, Inc. for the Pasco County Jail Expansion Land O Lakes, Florida 34637 dated 10/14/2022.
- **Conduit raceways in existing areas of Bldg. G, H, J are to be surface mounted, in masonry walls that are cut and patched by others, or in new furred out and drywalled walls by others.**
- **Concrete and Asphalt demolition, cutting, and patching is to be provided by others and not included in our pricing. This work will be required for the Dental Exam Room G145M, and the existing lift station feeders.**
- **Cutting of the millwork in the Dental exam room G145M.**
- **Security equipment is not included.**
- **Plumbing Gas Detection raceways and wiring to be provided by others.**
- We reserve the right to correct this quote for errors and omissions.

The time required for this work in these areas is as follows:

Location	**Workdays**
Area G 1st Floor	8 Days
Area G 2nd Floor	10 Days
Area HJ	1 Day

ELECTRIC
ENGINEERING
TECHNOLOGY
LIFE SAFETY
SECURITY

DATE: 2/25/2026

PCO Item	Status	Change (in Days)	UM	Amount
1 : PCO #300, CCD #75	Pending		LS	$86,512.82
2 : PCO #300, CCD #75	Pending		LS	$8,452.70
	Total for PCO# 300 :			**$94,965.52**

Submitted By:

2/25/2026

Mike Millard Date

Approved By:

Stephen Marano Date
Moss and Associates, LLC

APG ELECTRIC

PROPOSED CHANGE ORDER

CCN#	**PCO #300 CCD#75 - Rec**
Date:	2/25/2026
Project Name:	PASCO JAIL EXPANSION
Project Number:	3657
Page Number:	1

Client Address:

Work Description

3657 - Pasco County Jail Expansion
Scope of Work: APG PCO #300 CCD #75

Itemized Breakdown

Drawing	Material($)	Labor Hrs
|| AD001	354.87	8.00
|| E709	1,619.01	2.25
|| E710	926.51	2.27
|| EL201G	-1,082.36	-19.25
|| EL202G	3,581.26	277.02
|| EP201G	14,939.50	271.90
|| EP201HJ	-289.40	-11.06
|| EP202G	-1,395.77	-44.44
|| ET201G	401.84	21.86
|| M201G	0.00	4.00
|| MD201G	0.00	8.00
Total	**19,055.46**	**520.55**

AD001

Description	Qty	Total Mat.	Total Hrs.
LABOR HOUR	1	0.00	1.00
LIGHTNING PROTECTION ROD/CABLE REPLACE	1	354.87	7.00
Totals	**2**	**354.87**	**8.00**

E709

Description	Qty	Total Mat.	Total Hrs.
100A 3P BREAKER BOLT-ON	1	1,619.01	2.25
Totals	**1**	**1,619.01**	**2.25**

E710

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

CCN# PCO #300 CCD#75 - Re
Date: 2/25/2026
Project Name: PASCO JAIL EXPANSIOI
Project Number: 3657
Page Number: 2

Description	Qty	Total Mat.	Total Hrs.
20A 1P BREAKER BOLT-ON	4	650.16	1.52
20A 2P BREAKER BOLT-ON	1	276.35	0.75
Totals	**5**	**926.51**	**2.27**

EL201G

Description	Qty	Total Mat.	Total Hrs.
FIXTURE TYPE "K1" - 2X2 FLAT PANEL RECESSE	-4	-0.00	-3.00
FIXTURE TYPE "K4" - 2X2 FLAT PANEL RECESSE	-6	-754.08	-4.50
4x1 1/2" SQ BOX COMB KO	-10	-10.00	-2.55
4" SQ BLANK COVER	-10	-3.00	-0.45
#10 CEILING WIRE	-40	-30.00	-4.00
2/C #12 6' FIXTURE WHIP	-10	-75.00	-3.75
ACUITY 0-10V DIMMABLE DIGITAL SENSOR SWIT	-2	-210.28	-0.00
CEILING MOUNTED LIGHTING CONTROL OCCUP	-2	-0.00	-1.00
Totals	**-84**	**-1,082.36**	**-19.25**

EL202G

Description	Qty	Total Mat.	Total Hrs.
FIXTURE TYPE "K4" - 2X2 FLAT PANEL RECESSE	9	1,131.12	6.75
FIXTURE TYPE "KD" - 2X2 FLAT PANEL RECESSE	2	0.00	1.50
FIXTURE TYPE "KR1" - 2X2 FLAT PANEL RECESS	31	0.00	23.25
FIXTURE TYPE "KR2" - 2X2 FLAT PANEL RECESS	35	0.00	26.25
FIXTURE TYPE "KR3" - 2X2 FLAT PANEL RECESS	19	0.00	14.25
3/4" EMT CONDUIT	100	123.00	5.28
3/4" EMT STL SS CONN	2	0.42	0.00
3/4" EMT STL SS CPLG	10	2.70	0.01
#10 THHN BLACK	500	251.25	5.25
#10 THHN WHITE	500	251.25	5.25
#14 THHN GRAY	1,000	222.00	6.75
#10 THHN GREEN	500	251.25	5.25
4x1 1/2" SQ BOX COMB KO	96	96.00	24.48
4" SQ BLANK COVER	96	28.80	4.32
4 11/16x1 1/2" SQ BOX COMB KO	1	3.00	0.38
4 11/16" SQ 1G PLSTR RING 5/8" RISE	1	2.19	0.04
#10 CEILING WIRE	384	288.00	38.40
2/C #12 6' FIXTURE WHIP	96	720.00	36.00
ACUITY 0-10V DIMMABLE DIGITAL SENSOR SWIT	2	210.28	0.00
RECIRCUITING LIGHTING CONTROL/FIXTURE	64	0.00	73.60
Totals	**3,448**	**3,581.26**	**277.01**

EP201G

Description	Qty	Total Mat.	Total Hrs.
3/4" EMT CONDUIT	1,100	1,353.00	58.08

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

CCN# PCO #300 CCD#75 - Re
Date: 2/25/2026
Project Name: PASCO JAIL EXPANSIOI
Project Number: 3657
Page Number: 3

Description	Qty	Total Mat.	Total Hrs.
1 1/2" EMT CONDUIT	250	1,545.00	24.00
3/4" EMT STL SS CONN	22	4.62	0.02
1 1/2" EMT STL SS CONN	8	13.80	0.01
3/4" EMT STL SS CPLG	114	30.78	0.11
1 1/2" EMT STL SS CPLG	25	46.88	0.03
1 1/2" EMT 90 DEG ELBOW	0	0.00	0.00
1" GRC 90 DEG ELBOW	4	45.54	1.80
1 1/2" STL GRD BUSHING	8	56.20	1.80
3/4" PLASTIC BUSHING	0	0.00	0.00
1" PVC	46	75.90	3.04
1" PVC TERM ADAPTER	4	1.44	0.72
1" PVC FEM ADAPTER	8	6.02	1.44
#10 THHN SOLID BLACK	2,412	1,157.76	25.33
#6 THHN BLACK	290	407.16	5.22
#1/0 THHN BLACK	870	4,041.59	28.71
#10 THHN RED	200	100.50	2.10
#10 THHN SOLID GREEN	1,206	578.88	12.66
4 11/16x1 1/2" SQ BOX COMB KO	11	33.00	4.13
4 11/16" SQ BLANK COVER 1/2" KO	-8	-5.88	-0.36
4 11/16" SQ 2G PLSTR RING 5/8" RISE	19	54.72	0.85
A-SG24x24x4NK SCREW CVR NEMA 1	2	790.46	4.80
8"x8" WIREWAY 1' PC	1	1,161.36	0.23
20A 125V DUPLEX REC - IVY (SG)	14	18.20	4.20
20A 125V DUPLEX REC - IVY TAMPERPROOF	-6	-23.85	-1.80
20A 125V DUP REC - GFCI IVY (SG)	11	272.25	4.13
3/4" EMT HC HANGING MATERIAL	143	41.47	21.45
1 1/2" EMT TE HANGING MATERIAL	31	21.39	47.43
30A 250/600V NON-FUS DSN SW NEMA 1	2	0.00	6.00
# 1/0 WIRE POWER TERM	8	0.00	3.76
POLARIS LUGS 1/0	8	480.48	8.00
208/230 20A BUCK-BOOST TRANSFORMER	1	2,630.85	4.00
Totals	**6,804**	**14,939.51**	**271.88**

EP201HJ

Description	Qty	Total Mat.	Total Hrs.
3/4" EMT CONDUIT	-100	-123.00	-5.28
3/4" EMT STL SS CONN	-2	-0.42	-0.00
3/4" EMT STL SS CPLG	-10	-2.70	-0.01
3/4" PLASTIC BUSHING	-0	-0.00	-0.00
#10 THHN SOLID BLACK	-212	-101.76	-2.23
#10 THHN SOLID GREEN	-106	-50.88	-1.11
4 11/16x1 1/2" SQ BOX COMB KO	-1	-3.00	-0.38
4 11/16" SQ 1G PLSTR RING 5/8" RISE	-1	-2.19	-0.04
1G SINGLE REC PLATE - 302 S/S	-1	-1.68	-0.04
3/4" EMT HC HANGING MATERIAL	-13	-3.77	-1.95
Totals	**-446**	**-289.40**	**-11.05**

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

CCN#	**PCO #300 CCD#75 - Re**
Date:	2/25/2026
Project Name:	PASCO JAIL EXPANSIO
Project Number:	3657
Page Number:	4

EP202G

Description	Qty	Total Mat.	Total Hrs.
3/4" EMT CONDUIT	-440	-541.20	-23.23
3/4" EMT STL SS CONN	-8	-1.68	-0.01
3/4" EMT STL SS CPLG	-44	-11.88	-0.04
3/4" PLASTIC BUSHING	0	0.00	0.00
#10 THHN SOLID BLACK	-928	-445.44	-9.74
#10 THHN SOLID GREEN	-464	-222.72	-4.87
4 11/16x1 1/2" SQ BOX COMB KO	-5	-15.00	-1.88
4 11/16" SQ 1G PLSTR RING 5/8" RISE	-5	-10.95	-0.23
1G SINGLE REC PLATE - 302 S/S	-5	-8.40	-0.23
20A 125V DUP REC - GFCI IVY (SG)	-5	-123.75	-1.88
3/4" EMT HC HANGING MATERIAL	-63	-18.27	-9.45
3/4" EMT TE HANGING MATERIAL	8	3.52	7.12
Totals	**-1,959**	**-1,395.77**	**-44.43**

ET201G

Description	Qty	Total Mat.	Total Hrs.
1" EMT CONDUIT	100	310.50	6.72
1" EMT STL SS CONN	13	7.41	0.01
1" EMT STL SS CPLG	5	3.30	0.01
1" PLASTIC BUSHING	18	4.14	1.08
POLYTWINE	115	0.86	0.52
4x2 1/8" SQ BOX COMB KO	1	1.00	0.26
4" SQ 1G PLSTR RING 5/8" RISE	1	0.45	0.04
4 11/16x1 1/2" SQ BOX COMB KO	4	12.00	1.50
4 11/16x2 1/8" SQ BOX 1" KO	4	12.00	1.50
4 11/16" SQ BLANK COVER	4	2.94	0.18
4 11/16" SQ 1G PLSTR RING 5/8" RISE	4	8.76	0.18
1" EMT HC HANGING MATERIAL	10	5.30	1.10
1" EMT TE HANGING MATERIAL	6	3.18	6.12
1" CORE NEW	1	15.00	1.88
1" FIRE RATED SLEEVE	1	15.00	0.75
Totals	**287**	**401.84**	**21.85**

M201G

Description	Qty	Total Mat.	Total Hrs.
LABOR HOUR	4	0.00	4.00
Totals	**4**	**0.00**	**4.00**

MD201G

Description	Qty	Total Mat.	Total Hrs.
LABOR HOUR	8	0.00	8.00

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

CCN#	**PCO #300 CCD#75 - Re**
Date:	2/25/2026
Project Name:	PASCO JAIL EXPANSIOI
Project Number:	3657
Page Number:	5

Description	Qty	Total Mat.	Total Hrs.
Totals	**8**	**0.00**	**8.00**

Summary

General Materials		19,055.48
LIGHTING FIXTURES		7,063.84
Material Tax	(@ 7.000 %)	1,828.35
Material Total		**27,947.67**
COMPOSITE	(520.53 Hrs @ $69.00)	35,916.57
FOREMAN	(119.72 Hrs @ $69.00)	8,260.68
SAFTEY	(13.01 Hrs @ $69.00)	897.69
CLEAN-UP	(13.01 Hrs @ $69.00)	897.69
MISC. MATERIAL	(19,055.48 @ 0.00 @ $0.03 + 0.000 % + 0.000 % + 0.000 %)	571.66
Subtotal		**74,491.96**
Markup	(@ 15.000 %)	11,173.79
Subtotal		**85,665.75**
APG TECHNOLOGY	($8,452.70 + 0.000 % + 0.000 % + 0.000 %)	8,452.70
Subtotal		**94,118.45**
Bond (0.9%)	(@ 0.900 %)	847.07
Final Amount		**$94,965.52**

ORIGINAL

WORLD electric
A Sonepar Company

Quotation

TO:
APG ELECTRIC LLC CLEARWATER
4825 140TH AVE N STE K
CLEARWATER, FL 33762-3822

Project Info:
Project: PASCO COUNTY JAIL EXP #CCD75
Job #: 358299
Bid Date: 01/27/26
Bid Time: 02:00 PM EST
Quoter:

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
FREIGHT INCLUDED CURRENTLY IN STOCK						
KD	1	COOPER L	HLB4LSFS5 MF4RC	COOPER	7,063.843	7,063.84
KR1	29	COOPER L	22CGTS-L3C3	COOPER		
KR2	33	COOPER L	22CGTS-L3C3	COOPER		
KR3	17	COOPER L	22CGTS-L3C3	COOPER		
KD/SPARE	1	COOPER L	HLB4LSFS5 MF4RC	COOPER		
KR1/SPAR	2	COOPER L	22CGTS-L3C3	COOPER		
KRE/SPARE	2	COOPER L	22CGTS-L3C3	COOPER		
KR3/SPARE	2	COOPER L	22CGTS-L3C3	COOPER		

From:
WORLD ELECTRIC SUPPLY, LLC.
SALES
4407 NORTH MANHATTAN AVE
TAMPA, FL 33614
Printed By: MICHELLE LOPEZ

1/28/2026 12:43:33 PM

Total	7,063.84

Notes
All transactions are subject to and exclusively governed by our Term and Conditions of Sale, which are incorporated herein and available at: https://www.worldelectricsupply.com/terms#sale. Additional or conflicting terms are rejected, void, and of no force or effect.

APG TECHNOLOGY

PROPOSED CHANGE ORDER

APG Technology
4825 140th Avenue N.
Clearwater, Florida 33762

CCN#	**CCD #75**
Date:	2/12/2026
Project Name:	Pasco County Jail Expa
Project Number:	3657.40
Page Number:	1

Client Address:

Moss & Associates
20101 Central Blvd.
Land O Lakes, FL 34637

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within **10** days from the date of receipt.

Proposed Change Order Pricing-CCD #75 Technology

*** Changes made on Drawing ET201G CCD #75 (dated 01-21-2026)**

Itemized Breakdown

Phase	Material($)	Labor Hrs
|| G107 & G108	-480.20	-21.21
|| G145M	439.01	18.68
|| G170A	1,006.60	44.99
|| G170D	475.04	22.00
Total	**1,440.45**	**64.46**

G107 & G108

Description	Qty	Total Mat.	Total Hrs.
General Cable Cat.6 (CMP) Blue	-1,230	-403.78	-10.61
Panduit NetKey Cat.6 Jack Orange	-14	-69.58	-7.00
Panduit NetKey 2-Port Faceplate White	-3	-5.13	-0.36
Panduit Blanks (10 Per Package) White	-1	-0.22	-0.03
Panduit 2-Port Surface Mount Box Off White	-1	-1.49	-0.30
CABLE TEST: 4PR(DATA)	-7	-0.00	-2.10
OUTLET LABEL	-4	-0.00	-0.18
CABLE LABEL	-14	-0.00	-0.63
Totals	**-1,274**	**-480.20**	**-21.21**

G145M

Description	Qty	Total Mat.	Total Hrs.
General Cable Cat.6 (CMP) Blue	1,140	374.24	9.84

ORIGINAL

PROPOSED CHANGE ORDER

APG Technology
4825 140th Avenue N.
Clearwater, Florida 33762

Client Address:

Moss & Associates
20101 Central Blvd.
Land O Lakes, FL 34637

CCN# **CCD #75**
Date: 2/12/2026
Project Name: Pasco County Jail Expa
Project Number: 3657.40
Page Number: 2

Description	Qty	Total Mat.	Total Hrs.
Panduit NetKey Cat.6 Jack Orange	12	59.64	6.00
Panduit NetKey 2-Port Faceplate White	3	5.13	0.36
CABLE TEST: 4PR(DATA)	6	0.00	1.80
OUTLET LABEL	3	0.00	0.14
CABLE LABEL	12	0.00	0.54
Totals	**1,176**	**439.01**	**18.67**

G170A

Description	Qty	Total Mat.	Total Hrs.
General Cable Cat.6 (CMP) Blue	2,560	840.40	22.09
Panduit NetKey Cat.6 Jack Orange	32	159.04	16.00
Panduit NetKey 4-Port Faceplate White	4	7.16	0.48
CABLE TEST: 4PR(DATA)	16	0.00	4.80
OUTLET LABEL	4	0.00	0.18
CABLE LABEL	32	0.00	1.44
Totals	**2,648**	**1,006.60**	**44.99**

G170D

Description	Qty	Total Mat.	Total Hrs.
General Cable Cat.6 (CMP) Blue	1,184	388.68	10.22
Panduit NetKey Cat.6 Jack Orange	16	79.52	8.00
Panduit NetKey 2-Port Faceplate White	4	6.84	0.48
CABLE TEST: 4PR(DATA)	8	0.00	2.40
OUTLET LABEL	4	0.00	0.18
CABLE LABEL	16	0.00	0.72
Totals	**1,232**	**475.04**	**22.00**

Summary

General Materials		1,440.45
Material Tax	(@ 7.000 %)	100.83
Total Material		**1,541.28**
Technology Composite Labor	(64.45 Hrs @ $72.50)	4,672.63
Technology Foreman @12%	(7.73 Hrs @ $78.75)	608.74
Safety @3%	(1.93 Hrs @ $72.50)	139.93
Clean Up @2.5%	(1.61 Hrs @ $72.50)	116.73
Material Handling @2.5%	(1.61 Hrs @ $72.50)	116.73
Misc. Consumables		154.13
Markup	(@ 15.000 %)	1,102.53
Total		**8,452.70**

ORIGINAL

Accurate Controls Pricing and Backup

Cost Code 28.0000.00	CCD#75 Scope Changes		
	Labor	$	(720.00)
	Subcontractor	$	(1,488.00)
	OH&P	$	(331.20)
	Total	$	(2,539.20)

ACCURATE CONTROLS, INC.

February 16, 2026

Stephen Marano
Senior Project Manager
Moss & Associates

Pasco County Jail Expansion, FL

Description of Changes:

The below is the cost associated with the proposed changes in CCD #75.

- Six (6) cameras, six (6) Video Record Buttons, and six (6) Recording Lights have been removed from Interview Rooms H219, H220, H221, H223, H224, and H207A. These devices were previously purchased and will be provided to the Owner as attic stock at the completion of the project. The credit shown reflects installation, termination, and testing labor only for the eighteen (18) removed devices.

	CCD #75 - Scope Reduction for Area H		
Qty	Description	Rate	Total
0.0	Hours AutoCad	$135.00	$0.00
0.0	Hours Engineering	$150.00	$0.00
0.0	Hours Project Management	$135.00	$0.00
0.0	Hours Programming	$150.00	$0.00
-6.0	Hours Testing	$120.00	($720.00)
0.0	Added Monitored Doors	$189.75	$0.00
1.0	Wire and Terminations for Added Devices - Subcontractor	($1,488.00)	($1,488.00)
5%	Shipping and Handling on Equipment	$0.00	$0.00
	Subtotal		($2,208.00)
15%	Overhead and Profit	($2,208.00)	($331.20)
	Total		**-($2,539.20)**

Exceptions:

- Pricing ONLY includes items which were included as listed above in CCD #75 and the description of changes. Other changes without clouding on the drawings were not included in this pricing and it should NOT be assumed anything beyond the called-out changes is included.
- The cost of any fiber work, or equipment is to be provided by others.
- The electrical contractor shall be responsible for all 120/208/240 VAC UPS power and branch circuits including wiring and connections from power distribution panels through, terminal strips and/or receptacles in electronic control panels and/or electronic system devices.

ACCURATE CONTROLS, INC.

Warranty:
Accurate Controls, Inc. shall guarantee our equipment to be free from defects for a minimum period of two years. We shall send replacements of defective equipment in a timely fashion after diagnosis by our technical assistance department and a purchase order is issued. If it is determined that the equipment replaced is determined to be defective, no invoice will be sent. Accurate Controls, Inc. does not warrant equipment, which is damaged due to negligence, acts of god or vandalism; if the equipment is so damaged, an invoice for the purchase order will be sent.

Respectfully,

Ben Masters

Ben Masters
Project Manager
Accurate Controls, Inc.
bmasters@accuratecontrols.com
(920) 896-0773

SCI Services
Bridging the Security Gap



SCI Services LLC.

7876 Stage Hills Suite 101

Bartlett, Tn. 38133

CCD-75

Scope of Work:
• Remove 6 Cameras, 6 VR lights and buttons.

Excluded:

• Performance and Payment Bond
• Any conduit or 120/240 power

Total	-$1,488.00

Alexander Hildebrandt

Vice President
SCI Services LLC
901-570-2013
Alex.Hildebrandt@sci-services.us

FILE COPY CCD075
ATTACHED FOR REFERENCE

PASCO COUNTY FLORIDA
OPEN SPACES. FIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E., County Administrator

DATE: 2/18/2026 FILE: FAC26-1073

THRU: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

FROM: Andrew W. Baxter, Facilities Management Director

SUBJECT: Jail Expansion - Moss & Associates, LLC - Construction Change Directive CCD075 - Demolition, Concrete, Masonry, Millwork, Framing/Drywall, Flooring, Plumbing, Mechanical, Electrical, Security - $250,000.00

On July 14, 2020, the Board of County Commissioners (BCC) approved RFP-KM-20-032, Construction Management at Risk Agreement with Moss for the preconstruction phase of the expansion and renovation of the Pasco County Jail Addition.

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement between Pasco County and the Construction Manager to establish a Guaranteed maximum price and contract time for the work for the Jail Addition Project in the amount of one hundred ninety-two million, five hundred ninety-five thousand and four hundred and ninety-seven dollars. ($192,595,497.00).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement between Pasco County and the Construction Manager to increase the Guaranteed Maximum Price and the project budget for a total of one hundred ninety-eight million, four hundred eighty-four thousand and four hundred ninety-seven dollars ($198,484,497.00), establish and add five million dollars ($5,000,000.00) to Owner's Contingency, and add 102 calendar days to contract time for a final completion date of December 26, 2025.

On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project budget by fourteen million, seven hundred ninety-one thousand, thirteen dollars and fifty-two cents ($14,791,013.52) for a Not to Exceed Amount of two hundred thirteen million, two hundred seventy-five thousand, five hundred ten dollars and fifty-two cents ($213,275,510.52); increase the Owner's Contingency by four million, four hundred sixty-nine thousand, four hundred thirty-one dollars ($4,469,431.00); and add two hundred eighty-four (284) days to the Contract Time for a final completion date of October 6, 2026.

Presented for review and approval is Construction Change Directive CCD075 in the ROM amount of $250,000.00.

This CCD includes design updates across architectural, electrical, mechanical, plumbing, technology, and security systems. Major changes involve reconfiguring the Dental Exam Room, revising ceiling heights, adjusting door and wall locations, and updating finish and FF&E plans. Electrical and technology revisions add and relocate outlets, adjust panel schedules, and modify lighting layouts, while mechanical and plumbing updates replace HVAC components, revise sanitary and gas systems, and add a compressed air system.

FILE COPY CCD075
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Security layouts were also updated, and demolition plans clarified scope removals and parapet details, all driven by RFIs, site visits, and owner requirements. This will be funded from the Owner's Contingency.

CCD NO.	CCD ROM	CONTINGENCY	BALANCE
CCD 075	250,000.00	(88,820.50)	(338,820.50)

Facilities Management reviewed CCD075 and found it to be fair and reasonable. Should you concur, please sign, and return the attached documents to Chris Koys at the Facilities Management Department, 4111 Land O'Lakes Blvd., Suite 307, Land O'Lakes, for distribution.

If you have any questions, please contact Jordan Andrews, Project Manager, at 727.247.8543. Thank you.

Approved:

Michael J. Carballa, P.E., County Administrator

2/25/26
Dated

FILE COPY CCD075
ATTACHED FOR REFERENCE

Christine Koys

From: Mike Tippy <mtippy@moss.com>
Sent: Monday, February 16, 2026 3:34 PM
To: Jordan Andrews; Benjamin Harger
Cc: Andrew W. Baxter; Christine Koys; Jeffrey Sellers
Subject: 112007 - CCD #75 ROM

Jordan, Ben

I am following up on the ROM pricing for CCD #75 for the for the Multidisciplinary changes.

While CCD #75 has yet to be fully executed by Pasco, Moss has reviewed the initial version of the CCD provided by HOK on 2/3/2026 and has prepared the following ROM pricing based on our subcontractor feedback:

ROM Estimate, this CCD is anticipated to be a cost to the Owner in the amount of **$250,000**

- $25,000 Demolition
- $21,000 Concrete
- $10,000 Masonry
- $28,000 Millwork
- $11,000 Framing & Drywall
- $1,000 Flooring
- $83,000 Plumbing
- $17,000 Mechanical
- $56,000 Electrical
- ($2,000) Security

Please note that this ROM also includes the credits for the deletion of scope within the second floor of Area H, as detailed in this CCD, which will be further detailed in the Budget Transfer package upon execution of this CCD.

This ROM assumes the funding will come from the Owner's Contingency within the existing contract. It does not include the expected cost and impact of additional time or CM markup for fees and insurance. This also assumes no cost from other trades currently on site supporting the directly affected subcontractors.

Please provide the executed CCD, providing us authorization to proceed.

As always, we will work to mitigate any related impact.

Thank you,

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AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CCD INFORMATION:
Pasco County Jail Expansion	Contract For: General Construction Date: 05-19-2020	Directive Number: CCD 75R1 Date: 02/02/2026
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
Pasco County 4111 Land O'Lakes Blvd., Suite 107 Land O' Lakes, FL 34638	Hellmuth, Obata & Kassabaum, Inc. One Tampa City Center, Suite 1800 Tampa, FL 33602	Moss & Associates, LLC 5401 W Kennedy Boulevard, Suite 1060 Tampa, FL 33609

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Modifications are associated with the Jail Expansion updates and clarifications. Refer to the enclosed narrative for additional information.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [ ] Lump Sum unchanged $ 0.00
   - [ ] Unit Price of $ 0.00 per
   - [ ] Cost, as defined below, plus the following fee: 0.00
     (Insert a definition of, or method for determining, cost)
   - [X] As follows: To be determined and provided by Moss at a later date

2. The Contract Time will be unchanged by TBD days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Signature)*	- See attached signature page -	CONTRACTOR *(Signature)*
Eduardo Pabon; Project Architect *(Printed name, title, and license number if required)*	- See attached signature page - *(Printed name and title)*	*(Printed name and title)*
02/02/2026 *Date*	- See attached signature page - *Date*	*Date*

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User Notes:
(68b9a3507715b66c3b708acb)

SIGNATURE PAGE CCD075

Approved by Andrew Baxter,
Facilities Management Director

2/23/26
Dated

Approved by Erik K. Breitenbach, P.E., CEM,
Assistant County Administrator
(Internal Services)

25 FEB 26
Dated

Approved by Michael J. Carballa, P.E.,
County Administrator

2/25/26
Dated

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User Notes:
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Pasco County Jail Expansion

CCD #75R1

2026-02-03

Document No. Reference	Document Title Reference	Narrative Description	Notes/Comments
A201G	FLOOR PLAN - LEVEL 1 - AREA G	1. Added dimensions for door openings. 2. Adjusted wall and adjacent door location for electrical room G175A.	1. Associated with RFI 946. 2. Associated with RFI 938.
A201HJ	FLOOR PLAN - LEVEL 1 - AREA H & J	1. Added dimensions for door openings. 2. Added infill for demolished slider door between H1443 and H153. 3. Added notes and CMU partition at existing counter at exterior loading dock.	1. Associated with RFI 946. 2-3. Associated with RFI 956.
A202G	FLOOR PLAN - LEVEL 2 - AREA G	1. Added dimensions for door openings.	1. Associated with RFI 946.
A202HJ	FLOOR PLAN - LEVEL 2 - AREA H & J	1. Sheet omitted from the Construction Documents.	
A221G	FINISH PLAN - LEVEL 1 - AREA G	1. Updated finish group at office space directly adjacent to G141.	1. Associated with 01/14/2026 site visit with the County and Corrections. Also associated with RFI 957.
A222HJ	FINISH PLAN - LEVEL 2 - AREAS H & J	1. Sheet omitted from the Construction Documents.	
A232G	FFE PLAN - LEVEL 2 - AREA G	1. Added dimensions for TV mounting heights and plan locations.	1. Associated with RFI 948.
A232HJ	FFE PLAN - LEVEL 2 - AREAS H & J	1. Sheet omitted from the Construction Documents.	
A232K	FFE PLAN - LEVEL 2 - AREA K	1. Added dimensions for TV mounting heights and plan locations.	1. Associated with RFI 948.
A301G	REFLECTED CEILING PLAN - LEVEL 1 - AREA G	1. Removed area of scope for Phase 2 construction.	1. Associated with RFI 869.
A302G	REFLECTED CEILING PLAN - LEVEL 2 - AREA G	1. Removed area of scope for Phase 2 construction. 2. Revised Area G Level 2 ceilings. 3. Revised ceiling heights and referenced ceiling section callouts. 4. Adjusted ceiling heights and ACT grids.	1. Associated with RFI 873. 2. Associated with RFI 921. 3. Associated with RFI 927. 4. Associated with RFI 942.
A302HJ	REFLECTED CEILING PLAN - LEVEL 2 - AREAS H & J	1. Sheet omitted from the Construction Documents.	
A421	ENLARGED FLOOR PLANS - LEVEL 1	1. Reconfiguation of Dental Exam Room G145M.	1. Associated with RFI 894.
A434	ENLARGED PLAN - RESTROOMS	1. Added furring wall and adjust door location.	1. Associated with RFI 939.
A610	INTERIOR ELEVATIONS - LEVEL 1	1. Reconfiguation of Dental Exam Room G145M.	1. Associated with RFI 894.
A613	INTERIOR ELEVATIONS - LEVEL 1	1. Reconfiguation of Dental Exam Room G145M.	1. Associated with RFI 894.
A614	INTERIOR ELEVATIONS - LEVEL 2	1. Added dimensions for TV mounting heights.	1. Associated with RFI 948.
A960	MILLWORK SECTIONS & DETAILS	1. Added millwork section for island in Dental Exam Room G145M.	1. Associated with RFI 894.
AD011	CAMPUS SITE PLAN - DEMOLITION	1. Added details to depict scope of demolition at existing parapet.	1. Associated with RFI 940.
AD201G	DEMOLITION PLAN - LEVEL 1 - AREA G	1. Removed area of scope for Phase 2 construction. 2. Reconfiguation of Dental Exam Room G145M. 3. Added demolition notes to office space directly adjacent to G141.	1. Associated with RFI 869. 2. Associated with RFI 894. 3. Associated with 01/14/2026 site visit with the County and Corrections. Also associated with RFI 957.
AD201HJ	DEMOLITION PLAN - LEVEL 1 - AREA H & J	1. Added note to demo plan for underground plumbing demo. 2. Demolish and infill slider door between H1443 and H153.	1. Associated with RFI 932. 2. Associated with RFI 956.
AD202G	DEMOLITION PLAN - LEVEL 2 - AREA G	1. Removed area of scope for Phase 2 construction. 2. Added notes and reference details for scope of demolition at existing parapet.	1. Associated with RFI 873. 2. Associated with RFI 940.

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Document No. Reference	Document Title Reference	Narrative Description	Notes/Comments
AD202HJ	DEMOLITION PLAN - LEVEL 2 - AREA H & J	1. Sheet omitted from the Construction Documents.	
AG202HJ	ARCHITECTURAL GRAPHICS PLAN - LEVEL 2 - AREA H AND J	1. Sheet omitted from the Construction Documents.	
AG902HJ	ARCHITECTURAL GRAPHICS SCHEDULE - LEVEL 2 - AREAS H AND J	1. Sheet omitted from the Construction Documents.	
E003	FIXTURE SCHEDULE - ELECTRICAL	1. Added KD, KR1, KR2, and KR3 to the lighting fixture schedule .	1. Associated with RFI 942.
E706	PANEL SCHEDULES - ELECTRICAL	1. Moved microwave circuits from panel LNL1 to panel LNL4. 2. Removed refrigerator breakers from panel LNL4. [RFI #949] 3. Added circuit to panel LNL4 for storage room general outlets, using one of the removed refrigerator circuits.	1-3. Associated with RFI 949.
E709	PANEL SCHEDULES - ELECTRICAL	1. The active lift station has been relocated to panel HNM1 to maintain operation during construction.	1. Associated with RFI 918.
E710	PANEL SCHEDULES - ELECTRICAL	1. Added breaker into LEM4-2 for AGS panel. [RFI #909] 2. Added breakers into LEL1-2 for dental chair equipment power. 3. Added breakers into LNL1-2 for cart and supply room. 4. Added breakers into LNL6 for dental chair equipment. 5. Removed microwave breakers from panel LNL1 to panel LNL4. [RFI #949]	1. Associated with RFI 909. 2&4. Associated with RFI 894. 5. Associated with RFI 949.
EL201G	FLOOR PLAN - LEVEL 1 - AREA G - LIGHTING	1. Removed lighting fixtures for rooms G102, G107, G108. [RFI #869] 2. Added ceiling mounted power for exam lights with light switch.	1. Associated with RFI 869.
EL202G	FLOOR PLAN - LEVEL 2 - AREA G - LIGHTING	1. Updated lighting fixture layout in Armory for the new ACT ceiling type. 2. Updated lighting fixture layout in office area for a 1:1 light fixture replacement 3. Added (2) dimmer switches for the zone lighting controls.	1. Associated with RFI 945. 2. Associated with RFI 942. 3. Associated with Lighting Controls Submittal.
EL202HJ	FLOOR PLAN - LEVEL 2 - AREA H & J - LIGHTING	1. Sheet omitted from the Construction Documents.	
EP201G	FLOOR PLAN - LEVEL 1 - AREA G - POWER	1. Removed power outlets from G107, G108. [RFI #869] 2. Shifted power outlet location down corridor G102. [RFI #869] 3. Removed power for EQ-92. 4. Added power for dental exam room and dental mechanical equipment room. 5. Added (4) quad outlets in cart staging room. 6. Added (3) quad outlets and (1) duplex in supply storage room. 7. Relocated general use duplex outlet in locksmith room due to electrical closet (G175A) wall adjustment.	1-2. Associated with RFI 869. 3. Associated with FFE review with JET. 4. Associated with RFI 894. 5-6. Associated with FFE review with JET. 7. Associated with RFI 938.
EP201HJ	FLOOR PLAN - LEVEL 1 - AREA H & J - POWER	1. Removed AGS panel power connection and associated keynote.	1. Associated with RFI 909R1.
EP202G	FLOOR PLAN - LEVEL 2 - AREA G -POWER	1. Relocated receptacles to adjacent walls in bathroom locations. [RFI #943] 2. Added power connection for AGS panel. [RFI #909] 3. Removed (7) outlets for refrigerators from the storage closet. [RFI #949] 4. Added (2) general convenience outlets in storage closet. [RFI #949] 5. Respaced outlets for fridge and freezers. [RFI #949] 6. Changed panel from LNL1 to LNL4 for (5) microwaves. [RFI #949]	1. Associated with RFI 943. 2. Associated with RFI 909. 3-6. Associated with RFI 949.
ET201G	FLOOR PLAN - LEVEL 1 - AREA G - TECHNOLOGY SYSTEMS	1. Removed data outlets and speakers rooms: G102, G107 and G108. [RFI #869] 2. Provided data outlets and low-voltage connections for dental chair room and dental mechanical room. 3. Added (4) data outlets(2 ports) in cart staging room. 4. Added (4) data outlets(4 ports) in supply storage room.	1. Associated with RFI 869. 2. Associated with RFI 894. 3-4. Associated with FFE review with JET.
F201G	FLOOR PLAN - LEVEL 1 - AREA G - FIRE PROTECTION	1. Removed fire protection scope from rooms G102, G107, G108.	1. Associated with RFI 869.
F202HJ	FLOOR PLAN - LEVEL 2 - AREA H & J - FIRE PROTECTION	1. Sheet omitted from the Construction Documents.	
FD202HJ	DEMOLITION FLOOR PLAN - LEVEL 2 - AREA H & J - FIRE PROTECTION	1. Sheet omitted from the Construction Documents.	

FILE COPY CCD075
ATTACHED FOR REFERENCE

Document No. Reference	Document Title Reference	Narrative Description	Notes/Comments
G002.2	DOCUMENT INDEX	1. Updated document index with omitted sheets from Phase II Scope omissions. Drawings omitted include A202HJ, A222HJ, A232HJ, A302HJ, AD202HJ, AG202HJ, AG902HJ, QD202HJ, QD302HJ, EL202HJ, F202HJ, FD202HJ, and PD202HJ.	
G302GHJ	LIFE SAFETY - LEVEL 2 - AREAS G,H, & J	1 Adjusted scope in Area H.	
M201G	FLOOR PLAN - LEVEL 1 - AREA G - H.V.A.C.	1. Existing VAV-G1-20 was revised to be removed and replaced with new.	1. Associated with RFI 937.
M202HJ	FLOOR PLAN - LEVEL 2 - AREA H & J - H.V.A.C.	1. Adjusted scope in Area H.	
M603	SCHEDULES - H.V.A.C.	1. Added specification for VAV-G1-20 to the VAV terminal schedule.	1 Associated with RFI 937.
MD201G	DEMOLITION PLAN - LEVEL 1 - AREA G - H.V.A.C.	1 Clarified demolition of existing DX air handling unit within the existing office area. Unit is to be removed in its entirety including all ductwork, electrical, piping, etc. 2 Existing VAV-G1-20 was revised to be removed and replaced with new.	1-2. Associated with RFI 937.
MD202HJ	DEMOLITION PLAN - LEVEL 2 - AREA H & J - H.V.A.C.	1. Adjusted scope in Area H.	
P201G-A	FLOOR PLAN - LEVEL 1 - AREA G - PLUMBING	1. Revised dental exam room in coordination with new backgrounds.	1. Associated with RFI 894.
P201G-B	FLOOR PLAN - LEVEL 1 - AREA G - PLUMBING	1. Revised dental exam room in coordination with new backgrounds. 2. Revised domestic water system in coordination with RFI#934.	1. Associated with RFI 894. 2. Associated with RFI 934.
P201HJ-A	FLOOR PLAN - LEVEL 1 - AREA H & J - PLUMBING	1. Revised sanitary systems in coordination with RFI#932R1.	1. Associated with RFI 932R1.
P201HJ-B	FLOOR PLAN - LEVEL 1 - AREA H & J - PLUMBING	1. Revised sanitary systems in coordination with RFI#932R1. 2. Added compressed air system in coordination with RFI#929. 3. Revised gas panel location in coordination with RFI#909R1 and owner requirements. 4. Revised domestic water systems in coordination with RFI#934.	1. Associated with RFI 932R1. 2 Associated with RFI 929. 3. Associated with RFI 909R1. 4. Associated with RFI 934.
P202G	FLOOR PLAN - LEVEL 2 - AREA G - PLUMBING	1. Revised gas panel location in coordination with RFI#909R1 and owner requirements.	1. Associated with RFI 909R1.
P501	SANITARY RISER DIAGRAM - PLUMBING	1. Revised sanitary systems in coordination with RFI#932R1.	1. Associated with RFI 932R1.
PD201HJ-A	DEMOLITION FOUNDATION PLAN - LEVEL 1 - AREA H & J - PLUMBING	1. Revised sanitary systems in coordination with RFI#932R1.	1. Associated with RFI 932R1.
PD201HJ-B	DEMOLITION FLOOR PLAN - LEVEL 1 - AREA H & J - PLUMBING	1. Revised domestic water systems in coordination with RFI#934.	1. Associated with RFI 934.
PD202HJ	DEMOLITION FLOOR PLAN - LEVEL 2 - AREA H & J - PLUMBING	1. Sheet omitted from the Construction Documents.	
QD202HJ	DETENTION EQUIPMENT PLAN - LEVEL 2 - AREA H & J	1. Sheet omitted from the Construction Documents.	
QD302HJ	DETENTION REFLECTED CEILING PLAN - LEVEL 2 - AREA H & J	1. Sheet omitted from the Construction Documents.	
S201H	FOUNDATION PLAN - AREA H	1. Updated locations of laundry washer thickened slab. 2. Adjusted thickened slab and added detail callout for washers.	1. Associated with RFI 923. 2. Associated with RFI 958.
S201K	FOUNDATION PLAN - AREA K	1. Added notes, details and dimensions for footers at North end of Area K.	1. Associated with RFI 954.
S402	SUBSTRUCTURE DETAILS	1. Added detail for new thickened slab at dryer machines.	1. Associated with RFI 958.
TY202HJ	FLOOR PLAN - LEVEL 2 - AREA H & J - SECURITY	1. Removed security devices associated with Alternate #1. 2. Removed security devices associated with the interview rooms.	1-2. Associated with RFI 926.
TY403	SECURITY SITE PLANS	1. Revised layout of security devices for enlarged plan #13 - Site Plan - Security #3A.	1. Associated with RFI 933.
P561	AIR COMPRESSOR RISER DIAGRAM - PLUMBING	1. New Sheet. Added compressed air system in coordination with RFI#929.	1. Associated with RFI 929.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0783 **DATE:** 6/16/2026

SUBJECT: FAC26-1109 - Jail Expansion Construction - Moss & Associates, LLC - Construction Change Directive CCD083- $85,000.00 - April 28, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. FAC26-1109 - Jail Expansion Construction - Moss & Associates - CCD083

Facilities Management Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Michael Carballa	mjc	4/28/26
Erik Breitenbach		27 APR 26
Andrew Baxter		4/21/26
Jordan Andrews		4.16.2026

Routine: ___X____ Urgent _____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Re: Jail Expansion - Moss & Assoc. - CCD083 - FAC26-1109

Return via email & courier to Chris Koys, Facilities Management, C&R, Land O'Lakes

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E., County Administrator

DATE: 4/16/2026 FILE: FAC26-1109

THRU: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

FROM: Andrew W. Baxter, Facilities Management Director

SUBJECT: Jail Expansion - Moss & Associates, LLC - Construction Change Directive CCD083 - Architectural, Electrical, Mechanical, Plumbing, Fire Protection, and Ceiling Systems - $85,000.00

On July 14, 2020, the Board of County Commissioners (BCC) approved RFP-KM-20-032, Construction Management at Risk Agreement with Moss for the preconstruction phase of the expansion and renovation of the Pasco County Jail Addition.

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement between Pasco County and the Construction Manager to establish a Guaranteed maximum price and contract time for the work for the Jail Addition Project in the amount of one hundred ninety-two million, five hundred ninety-five thousand and four hundred and ninety-seven dollars. ($192,595,497.00).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement between Pasco County and the Construction Manager to increase the Guaranteed Maximum Price and the project budget for a total of one hundred ninety-eight million, four hundred eighty-four thousand and four hundred ninety-seven dollars ($198,484,497.00), establish and add five million dollars ($5,000,000.00) to Owner's Contingency, and add 102 calendar days to contract time for a final completion date of December 26, 2025.

On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project budget by fourteen million, seven hundred ninety-one thousand, thirteen dollars and fifty-two cents ($14,791,013.52) for a Not to Exceed Amount of two hundred thirteen million, two hundred seventy-five thousand, five hundred ten dollars and fifty-two cents ($213,275,510.52); increase the Owner's Contingency by four million, four hundred sixty-nine thousand, four hundred thirty-one dollars ($4,469,431.00); and add two hundred eighty-four (284) days to the Contract Time for a final completion date of October 6, 2026.

Presented for your review and approval is Construction Change Directive CCD083 in the ROM amount of $85,000.00. This CCD includes adding walls and access panels in Area G, changing ceiling and diffuser in Sally Port Vestibule H149, omitting concrete bench and adjusted fence partitions in Area H, updating lighting layouts with new fixture types, revising plumbing plans across multiple areas, updating electrical risers and panel configurations, and required smoke duct detectors on Level 2. Execution of CCD083 is requested to authorize Moss to proceed. This will be funded from the Owner's Contingency.

CCD NO.	CCD ROM	CONTINGENCY	BALANCE
CCD 083	85,000.00	(42,443.08)	(127,443.08)

Facilities Management reviewed CCD083 and found it to be fair and reasonable. Should you concur, please sign, and return the attached documents to Chris Koys at the Facilities Management Department, 4111 Land O'Lakes Blvd., Suite 307, Land O'Lakes, for distribution.

If you have any questions, please contact Jordan Andrews, Project Manager, at 727.247.8543. Thank you.

Approved:

Michael J. Carballa, P.E., County Administrator

4/28/26
Dated

Christine Koys

From: Mike Tippy <mtippy@moss.com>
Sent: Tuesday, April 14, 2026 9:58 AM
To: Jordan Andrews; Benjamin Harger
Cc: Andrew W. Baxter; Christine Koys; Jeffrey Sellers
Subject: 1112007 PCJE - CCD#83 ROM

Jordan, Ben,
I am following up on the ROM pricing for CCD #83 for the for the multidisciplinary changes.

While CCD 83 has yet to be fully executed by Pasco, Moss has reviewed the initial version of the CCD provided by HOK on 4/6/2026 and has prepared the following ROM pricing based on our subcontractor feedback:

ROM Estimate, this CCD is anticipated to be a cost to the Owner in the amount of **$85,000.00.**

- $30,000 - Electrical
- $15,000 - Plumbing
- $15,000 - Drywall and Framing
- $5,000 - Fire Protection
- $20,000 - Mechanical

This ROM assumes the funding will come from the Owner's Contingency within the existing contract. It does not include the expected cost and impact of additional time or CM markup for fees and insurance. This also assumes no cost from other trades currently on site supporting the directly affected subcontractors.

Please provide the executed CCD, providing us authorization to proceed.
As always, we will work to mitigate any related impact.

Thank you,

April 10, 2026

Andrew Baxter
Pasco County Facilities Director
7220 Osteen Road
New Port Richey, FL 34653
ABaxter@pascocountyfl.net

Sent via FedEx # 8705 0140 0098

RE: Construction Change Directive #83 – Notice of Potential Cost/Time Impact and Request for Additional Time to Provide Pricing
Pasco County Jail Expansion
20201 Central Blvd.
Land O' Lakes, FL 34637

Dear Mr. Baxter,

In accordance with the *Prime Contract, General Conditions, Section 14 - Claims and Disputes*, please allow this correspondence to serve as notice of a potential impact to project Costs and/or Time due to the design changes within Construction Change Directive #83 ("CCD #83"). In addition, Moss requests an extension of the 30-day timeframe to provide its initial cost/time estimate after the associated drawing changes are finalized, for the reasons detailed below.[1] Please note, the potential impacts detailed herein, if any, are exclusive and apart from impacts previously communicated to Pasco County and were not included in any previous schedule updates.

On April 6, 2026, Moss received CCD #83 from HOK which includes revisions to twenty-one (21) drawings for the Jail Renovation & Expansion. Generally, the changes are as follows:

- Architectural – 9 sheets;
  - Added wall and access panel in Area G and adjusted furring partitions to coordinate with plumbing routing.
  - Revised floor plans in Areas H, J, and K, including removal of concrete bench, adjustment of fence partitions, and addition of CMU wall and column callouts.
  - Updated reflected ceiling plans to coordinate with new walls, furring, and ceiling adjustments in Areas G, H, and J.
  - Revised interior elevations and partition details to reflect updated layouts.
  - Updated expansion joint and ceiling details to align with structural coordination and County direction.
- Electrical – 6 sheets;
  - Revised power riser diagrams and panel configurations.
  - Updated panel schedules to include new circuits.
  - Revised lighting layouts and added new fixture types in Areas G, H, and J.
  - Added power connections for gas valves.
- Fire Protection – 1 sheet;
  - Revised sprinkler head types in the sallyport vestibule.

[1] See, *GMP Amendment, Assumptions and Clarifications – Item 44* (Due to current market conditions and supply chain constraints, the Construction Manager shall be entitled to thirty (30) days to provide an initial estimate of costs and time associated with the identification of a change that may have cost or time implications.)

- Fire Alarm – 1 sheet;
    - Updated fire alarm plan to include required duct smoke detectors and associated controls.
- Mechanical (HVAC) – 1 sheet;
    - Revised diffuser type in the sallyport vestibule.
- Plumbing – 3 sheets;
    - Revised plumbing floor plans in Areas G, H, and J to coordinate with updated layouts.

For Moss to proceed with this work and minimize the resulting cost of the potential schedule impact, it's imperative Pasco Facilities immediately execute CCD #83.

Based on a preliminary review of CCD #83 and the collective number of design changes to date, the proposed revisions will impact Project Costs and Time. Specifically, Moss's architectural, electrical, fire protection, plumbing, and mechanical subcontractors will incur costs for the changed and/or added scopes and possibly face delays for any necessary rework. In addition, subsequent trades may also be affected by rework. Because CCD #83 has not been finalized or evaluated by Moss's subcontractors, schedule impacts are not fully understood or realized. **Impacts stemming from CCD #83 have not been included in previous schedule updates. As impacts are better understood, they will be communicated to Pasco County through appropriate means and the Project schedule updated to reflect the impacts, if any.**

Additionally, as Contract Time continues to be impacted by CCDs (including potentially CCD #83), subcontractor and trade partner resources will be affected. In other words, commitments and rates allocated in reliance on specific start-stop dates—dates that have moved upwards of 12 months – may be affected and the Contract Sum may be impacted by the same. Moss is working to mitigate these impacts.

While Moss will work to mitigate the impacts stemming from CCD #83 and the collective impact of all CCDs to date, in the event we cannot compensate for the resulting costs and/or delay, we are providing the required notice. We appreciate your patience and cooperation in this matter, and please contact me if you have any questions.

Sincerely,
Moss & Associates, LLC

Mike Tippy
Project Executive

Cc: Toby Manulak, Moss
Jeffrey Sellers, Moss
Ben Harger, Sr. Project Manager
Jordan Andrews, Project Manager

AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CCD INFORMATION:
Pasco County Jail Expansion	Contract For: General Construction Date: 05-19-2020	Directive Number: CCD 83 Date: 04/03/2026
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
Pasco County 4111 Land O'Lakes Blvd., Suite 107 Land O' Lakes, FL 34638	Hellmuth, Obata & Kassabaum, Inc. One Tampa City Center, Suite 1800 Tampa, FL 33602	Moss & Associates, LLC 5401 W Kennedy Boulevard, Suite 1060 Tampa, FL 33609

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Modifications are associated with the Jail Expansion updates and clarifications. Refer to the enclosed narrative for additional information.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [ ] Lump Sum unchanged $ 0.00
   - [ ] Unit Price of $ 0.00 per
   - [ ] Cost, as defined below, plus the following fee: 0.00
     (Insert a definition of, or method for determining, cost)
   - [X] As follows: To be determined and provided by Moss at a later date

2. The Contract Time will be unchanged by **TBD** days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Signature)*	- See attached signature page - **OWNER** *(Signature)*	**CONTRACTOR** *(Signature)*
Eduardo Pabon; Project Architect *(Printed name, title, and license number if required)*	- See attached signature page - *(Printed name and title)*	*(Printed name and title)*
04/03/2026 *Date*	- See attached signature page - *Date*	*Date*

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User Notes:
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SIGNATURE PAGE

Approved by Andrew Baxter,
Facilities Management Director

4/21/26
CCD083 dated

Approved by Erik K. Breitenbach, P.E., CEM,
Assistant County Administrator
Internal Services

27 APR 26
CCD083 dated

Approved by Michael J. Carballa, P.E.,
County Administrator

4/28/26
CCD083 dated

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User Notes:
(6894a4ee8226e088ececf6c9)

Pasco County Jail Expansion

CCD #83

04.03.2026

Document No. Reference	Document Title Reference	Narrative Description	Notes/Comments
A201G	FLOOR PLAN - LEVEL 1 - AREA G	1. Added wall and access panel at G169. 2. Adjusted furring partitions for storm and sanitary piping.	1. Associated with RFI 1008. 2. Associated with RFI 990R1.
A201HJ	FLOOR PLAN - LEVEL 1 - AREA H & J	1. Omitted concrete bench in corridor H144. 2. Adjusted fence partition in laundry. 3. Updated plan and detail callouts per County direction.	1. Associated with RFI 1028. 2. Associated with RFI 1018. 3. Associated with RFI 955R2.
A201K	FLOOR PLAN - LEVEL 1 - AREA K	1. Added plan callouts for CMU wall and HSS columns.	1. Associated with RFI 1004.
A301G	REFLECTED CEILING PLAN - LEVEL 1 - AREA G	1. Added wall and adjusted new ceiling. 2. Updated ceiling at janitor closets G186 and G183. 3. Updated ceiling for furring walls.	1. Associated with RFI 1008. 2. Associated with RFI 1015. 3. Associated with RFI 990R1.
A301HJ	REFLECTED CEILING PLAN - LEVEL 1 - AREAS H & J	1. Adjusted ceiling in sallyport vestibule H149.	1. Associated with RFI 892R1.
A613	INTERIOR ELEVATIONS - LEVEL 1	1. Adjusted elevation for fence in Laundry.	1. Associated with RFI 1018.
A851	EXPANSION JOINT DETAILS	1. Adjusted details to match structural's.	1. Associated with RFI 1029.
A920	TYP PARTITION DETAILS	1. Added plan details for CMU wall and HSS columns.	1. Associated with RFI 1004.
A942	CEILING DETAILS	1. Adjusted ceiling details per County direction.	1. Associated with RFI 955R2.
E607	PARTIAL POWER RISER DIAGRAM NEW EXISTING BLDGS A,B,C,D,E,J,H & G - ELECTRICAL	1. Feeder from HNL-6 to HNL-6B has been updated to be "C" as shown on schedule on E603.	1. Associated with RFI 1010.
E608	PARTIAL POWER RISER DIAGRAM NEW EXISTING BLDGS A,B,C,D,E,J,H & G - ELECTRICAL	1. Updated drawings to reflect the electrical panel LEL1-2 from a MCB to a MLO.	1. Associated with RFI 1019.
E702	PANEL SCHEDULES - ELECTRICAL	1. Added 20A circuit 47 to panel LHJR.	1. Associated with RFI 1031.
EL201G	FLOOR PLAN - LEVEL 1 - AREA G - LIGHTING	1. Updated to add (2) new 2x4 fixtures to the floor plan. 2. New fixture type has been specified on keynote #6. 3. Updated to add (3) type G fixtures.	1-3. Associated with RFI 1008.
EL201HJ	FLOOR PLAN - LEVEL 1 - AREA H & J - LIGHTING	1. A new fixture type P2 has been selected for this area, due to the removal of the ceiling. 2. New fixture type has been specified on keynote #13.	1-2. Associated with RFI 892R1.
EP201HJ	FLOOR PLAN - LEVEL 1 - AREA H & J - POWER	1. Updated drawing to show (5) power connections for (5) gas valves.	1. Associated with RFI 1031.
F201HJ	FLOOR PLAN - LEVEL 1 - AREA H & J - FIRE PROTECTION	1. Revised sprinkler heads in Sally Port Vestibule H149 to be uprights in lieu of pendants.	1. Associated with RFI 892R1.
M201HJ	FLOOR PLAN - LEVEL 1 - AREA HJ - H.V.A.C.	1. Revised diffuser in Sally Port Vestibule H149 to sidewall.	1. Associated with RFI 892R1.

Document No. Reference	Document Title Reference	Narrative Description	Notes/Comments
P201G-A	FLOOR PLAN - LEVEL 1 - AREA G - PLUMBING	1. Revised plumbing floor plan in coordination with RFIs.	1. Associated with RFI 1006 and 1012.
P201G-B	FLOOR PLAN - LEVEL 1 - AREA G - PLUMBING	1. Revised plumbing floor plan in coordination with RFIs.	1. Associated with RFI 1006.
P201HJ-A	FLOOR PLAN - LEVEL 1 - AREA H & J - PLUMBING	1. Revised plumbing floor plan in coordination with RFIs.	1. Associated with RFI 968.
FA102HJ	JAIL PLAN - LEVEL 2 - AREA HJ - FIRE ALARM	1. Updated to reflect the required smoke duct detector on supply and return side along with the smoke controls relay.	1. Associated with RFI 1011.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0784 **DATE:** 6/16/2026

SUBJECT: FAC26-1110 - Jail Expansion Construction - Moss & Associates, LLC - Construction Change Directive CCD084- $15,000.00 - April 21, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. FAC26-1110 - Jail Expansion Construction - Moss & Associates - CCD084

Facilities Management Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Andrew Baxter		4/2/26
Jordan Andrews		4.16.2026

Routine: _X___ Urgent _____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Re: Jail Expansion - Moss & Associates - CCD084 - FAC26-1110

Upon approval, please scan and send to Chris Koys at Facilities Management. Please send the original via courier to Chris at the Hap Clark Building, Suite 307. Thank you.

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Andrew W. Baxter,
Facilities Management Director

DATE: 4/16/2026 FILE: FAC26-1110

FROM: Jordan M. Andrews,
Project Manager

SUBJECT: Jail Expansion - Moss & Associates - Construction Change Directive CCD084 - Structural - $15,000.00

On July 14, 2020, the Board of County Commissioners (BCC) approved RFP-KM-20-032, Construction Management at Risk Agreement with Moss for the preconstruction phase of the expansion and renovation of the Pasco County Jail Addition.

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement between Pasco County and the Construction Manager (Agreement) to establish a Guaranteed Maximum Price (GMP) and contract time for the work for the Jail Addition Project (Project) in the amount of one hundred ninety-two million, five hundred ninety-five thousand and four hundred and ninety-seven dollars. ($192,595,497.00).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement to increase the GMP and the Project budget for a total of one hundred ninety-eight million, four hundred eighty-four thousand and four hundred ninety-seven dollars ($198,484,497.00), establish and add five million dollars ($5,000,000.00) to Owner's Contingency, and add 102 calendar days to contract time for a final completion date of December 26, 2025.

On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project budget by fourteen million, seven hundred ninety-one thousand, thirteen dollars and fifty-two cents ($14,791,013.52) for a Not to Exceed Amount of two hundred thirteen million, two hundred seventy-five thousand, five hundred ten dollars and fifty-two cents ($213,275,510.52); increase the Owner's Contingency by four million, four hundred sixty-nine thousand, four hundred thirty-one dollars ($4,469,431.00); and add two hundred eighty-four (284) days to the Contract Time for a final completion date of October 6, 2026.

Presented for your review and approval is Construction Change Directive CCD084 in the ROM amount of $15,000.00. This CCD incorporates structural revisions to Stair 1 within Area K, including updates to the foundation layout (S201K) and Level 2 framing plan (S202K), with added structural detailing issued in response to RFI 1032. This will be funded by the Owner's Contingency.

CCD NO.	ROM	CONTINGENCY	BALANCE
CCD 084	15,000.00	(127,443.08)	(142,443.08)

Facilities Management has reviewed CCD084 and finds it to be fair and reasonable. Should you concur, please sign, and return the attached documents to Chris Koys at the Facilities Management Department, 4111 Land O'Lakes Blvd. Suite 307, Land O'Lakes, for distribution.

If you have any questions, please contact Jordan Andrews, Project Manager, at 727.247.8543. Thank you.

Christine Koys

From: Mike Tippy <mtippy@moss.com>
Sent: Thursday, April 16, 2026 11:56 AM
To: Jordan Andrews; Benjamin Harger
Cc: Andrew W. Baxter; Christine Koys; Jeffrey Sellers
Subject: 1112007 PCJE - CCD#84 ROM

Jordan, Ben,
I am following up on the ROM pricing for CCD #84 for the for the steel changes.

While CCD 84 has yet to be fully executed by Pasco, Moss has reviewed the initial version of the CCD provided by HOK on 4/8/2026 and has prepared the following ROM pricing based on our subcontractor feedback:

ROM Estimate, this CCD is anticipated to be a cost to the Owner in the amount of **$15,000.00.**

- $15,000 - Steel

This ROM assumes the funding will come from the Owner's Contingency within the existing contract. It does not include the expected cost and impact of additional time or CM markup for fees and insurance. This also assumes no cost from other trades currently on site supporting the directly affected subcontractors.

Please provide the executed CCD, providing us authorization to proceed.
As always, we will work to mitigate any related impact.

Thank you,

AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CCD INFORMATION:
Pasco County Jail Expansion	Contract For: General Construction Date: 05-19-2020	Directive Number: CCD 84 Date: 04/08/2026
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
Pasco County 4111 Land O'Lakes Blvd., Suite 107 Land O' Lakes, FL 34638	Hellmuth, Obata & Kassabaum, Inc. One Tampa City Center, Suite 1800 Tampa, FL 33602	Moss & Associates, LLC 5401 W Kennedy Boulevard, Suite 1060 Tampa, FL 33609

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Modifications are associated with the Jail Expansion updates and clarifications. Refer to the enclosed narrative for additional information.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [ ] Lump Sum unchanged $ 0.00
   - [ ] Unit Price of $ 0.00 per
   - [ ] Cost, as defined below, plus the following fee: 0.00
     (Insert a definition of, or method for determining, cost)
   - [X] As follows: To be determined and provided by Moss at a later date

2. The Contract Time will be unchanged by **TBD** days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Signature)*	- See attached signature page - OWNER *(Signature)*	CONTRACTOR *(Signature)*
Eduardo Pabon; Project Architect *(Printed name, title, and license number if required)*	- See attached signature page - *(Printed name and title)*	*(Printed name and title)*
04/08/2026 *Date*	- See attached signature page - *Date*	*Date*

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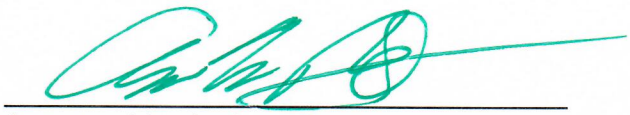
SIGNATURE PAGE



Approved by Andrew Baxter,
Facilities Management Director

4/21/26

CCD084 Dated

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User Notes: (6894a4ee8226e088ececf6c9)

Pasco County Jail Expansion

CCD #84

04.08.2026

Document No. Reference	Document Title Reference	Narrative Description	Notes/Comments
S201K	FOUNDATION PLAN - AREA K	1. Updated structural foundation layout for Stair 1.	1. Associated with RFI 1032.
S202K	FRAMING PLAN - LEVEL 2 - AREA K	1. Updated structural layout for Stair 1. Added details.	1. Associated with RFI 1032.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0785 **DATE:** 6/16/2026

SUBJECT: FAC26-1114 - Jail Expansion Construction - Moss & Associates, LLC - Budget Transfer BT0650 for Construction Change Directive CCD078 - $189,527.74 - May 1, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. FAC26-1114 - Jail Expansion Construction - Moss & Associates - BT0650 for CCD078

Facilities Management Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Michael Carballa	MJC	5/1/26
Erik Breitenbach	EMB	30 APR 26
Andrew Baxter	AB	4/27/26
Jordan Andrews	JA	04.23.26

Routine: _X___ Urgent ____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Re: Jail Expansion Moss & Assoc. Budget Transfer BT0650 for CCD078 - FAC26-1114

Return via courier to Chris Koys, Facilities Mngmt C&R, 4111 LOL Blvd., Suite 307

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E., County Administrator

DATE: 4/23/2026 FILE: FAC26-1114

THRU: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

FROM: Andrew W. Baxter, Facilities Management Director

SUBJECT: Jail Expansion - Moss & Associates, LLC - Potential Change Item (PCI) Budget Transfer BT0650 for Construction Change Directive CCD078 – Metal Framing, Drywall, HVAC, Electrical, and Security - $189,527.74

On July 14, 2020, the Board of County Commissioners (BCC) approved RFP-KM-20-032, Construction Management at Risk Agreement with Moss for the preconstruction phase of the expansion and renovation of the Pasco County Jail Addition.

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement between Pasco County and the Construction Manager (Agreement) to establish a Guaranteed Maximum Price (GMP) and contract time for the work for the Jail Addition Project (Project) in the amount of one hundred ninety-two million, five hundred ninety-five thousand and four hundred and ninety-seven dollars. ($192,595,497.00).

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On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project budget by fourteen million, seven hundred ninety-one thousand, thirteen dollars and fifty-two cents ($14,791,013.52) for a Not to Exceed Amount of two hundred thirteen million, two hundred seventy-five thousand, five hundred ten dollars and fifty-two cents ($213,275,510.52); increase the Owner's Contingency by four million, four hundred sixty-nine thousand, four hundred thirty-one dollars ($4,469,431.00); and add two hundred eighty-four (284) days to the Contract Time for a final completion date of October 6, 2026.

Presented for review and approval is BT0650 for CCD078 in the amount of $189,527.74. The ROM for CCD078, approved March 17, 2026, was $220,000.00; a copy is attached at the end of the documents for reference.

This BT includes Structural Metal Framing: add steel plate closures at all abandoned detention bar grating openings. Metal Framing and Drywall: delete A3 wall at Room G115A and add A3 wall at Room G116. Add furred walls, add shaft wall enclosure, add 1-hour rated soffits, add wall through existing conduit rack, and add wall and door frame. HVAC: Demolition of existing VAVs and furnishing/installing new VAVs at lounge, vestibule staff circulation and staff corridor. Electrical: Relocate two Type B1 fixtures in Maintenance Storage, provide 12 standalone lighting control dimmers, relocate on quad receptacle, relocate panelboard, provide power to VAV units, reroute existing conduit to cardboard compactor, add one D2 data outlet, relocate one

data outlet, and provide raceways for 15 cameras. High Security Chain-Link Fences: Add 5 linear feet of 9-foot-high galvanized chain-link fencing with top, middle and bottom rails, and include a 4' wide by 7' high single swing gate equipped with a header bar.

This will be funded by the Owner's Contingency.

BT NO.	BT AMOUNT	ROM AMOUNT	DIFFERENCE	CONTINGENCY	BALANCE
0650 for CCD078	189,527.74	220,000.00	30,472.26	(142,443.08)	(111,970.82)

Facilities Management has reviewed BT0650 for CCD078 and finds it to be fair and reasonable. Should you concur, please sign, and return the attached documents to Chris Koys at the Facilities Management Department, 4111 Land O'Lakes Blvd., Suite 307, Land O'Lakes, for distribution.

If you have any questions, please contact Jordan Andrews, Project Manager, at 727.247.8543. Thank you.

Approved:

Michael J. Carballa, P.E., County Administrator

5/1/26
Dated

April 27, 2026

Ben Harger / Jordan Andrews
Pasco County - Project Manager
7220 Osteen Road
New Port Richey, FL 34653
jandrews@pascocountyfl.net

RE: BT0650 – Construction Change Directive #78
Pasco County Jail Expansion
20101 Central Blvd.
Land O' Lakes, FL 34637

Dear Mr. Harger / Andrews,

This letter provides detailed information about all the costs associated with Construction Change Directive #78, including changes in the Structural Metal Framing, Metal Framing and Drywall Systems, HVAC, Electrical, and High Security Chain-Link Fences scopes of work. Moss has evaluated and vetted the attached subcontractor pricing and is pleased to present the following for CCD #78.

Pricing for Structural Metal Framing includes the following changes:

- Added steel plate closures at all abandoned detention bar grating openings in Area H.

Pricing for Metal Framing and Drywall includes the following changes:

- Deleted A3 wall and HMDF at Room G115A (Plan North Wall).
- Added A3 wall and HMDF at Room G116.
- Added H2 furred walls at:
  - Room G182 (Plan South Wall)
  - Room G166
- Added shaft wall enclosure at Room H106.
- Added 1-hour rated soffits at Rooms G176 and G181 in lieu of Wall Type 1SP8D.
- Added A6 wall through existing conduit rack at Room G181.
- Added A3 wall and door frame at Room G119.

Pricing for HVAC includes the following changes:

- Demolition of existing VAV's and furnishing / installation of new VAV's at:
  - Lounge X-H102
  - Vestibule E245
  - Staff Circulation G193
  - Staff Corridor G102

Pricing for Electrical includes the following changes:

- Relocated two (2) Type B1 fixtures in Maintenance Storage G181.
- Provided twelve (12) standalone lighting control dimmers.
- Relocated one (1) quad receptacle in Room G119.
- Added one (1) quad receptacle in Room G181.
- Relocated Panelboard LEC1 from Room G115A to Room G116.
- Provided power to VAV units as follows:
    - VAV-G1-19 from circuit LNL6-9
    - VAV-G1-18 from circuit LEL1-26
    - VAV-G1-20 from circuit LEL1-3
    - VAV-H1-16 from circuit LHJR-15
- Rerouted existing conduit to cardboard compactor.
- Added one (1) D2 data outlet in Room G181.
- Relocated one (1) data outlet in Room G119.
- Provided raceways for fifteen (15) cameras to X-H148.

Pricing for High Security Chain-Link Fences includes the following changes:

- Added 5 linear feet of 9-foot-high galvanized chain-link fencing, complete with top, middle, and bottom rails.
- Inclusion of one (1) 4-foot-wide by 7-foot-high single swing gate, equipped with a header bar.

The total of this Contingency Request is a Cost of $189,527.74

This request will be funded by the Owner's Contingency.

Sincerely,
Moss & Associates, LLC.

Mike Tippy, Project Executive
Cc: Jeffrey Sellers, Vice President

Moss & Associates, LLC
5401 W. Kennedy Blvd Suite 1060
Tampa, FL 33609

April 24, 2026

Jordan Andrews
Pasco County Facilities
7220 Osteen Road
New Port Richey, FL 34653

RE: Authorization for Contingency Release
Potential Change Item (PCI) BT0650 Notification
Pasco County Jail Expansion - 1112007

Dear Jordan Andrews,

This letter is to provide official notification of a potential change item (PCI) as follows:

PCI Number: BT0650
Date: April 24, 2026
Description: CCD #078
Days Requested: 0
Reason: Budget Transfer

This PCI is comprised of the following items:

Cost Distribution	Category	Description	Amount	Vendor Code	Vendor Name
05.1000.00	S	Structural Metal Framing	21,303.18	01044	Steel Fabricators LLC
09.2000.00	S	Metal Framing & DW Systems, ACT, Stucco	15,419.17	20457	Kenpat Gulf Coast LLC
23.0000.00	S	Heating Ventilating and Air-Conditioning HVAC	35,116.96	08766	BCH Mechanical, LLC
26.0000.00	S	Electrical, Fire Alarm, Communications	112,943.43	08938	APG Electric, LLC
48.1410.00	S	High Security Chain-Link Fences & Gates	4,745.00	19541	Diversicon WFF LLC dba West Florida Fence
80.1200.00	CC	Owners Contingency	-189,527.74		

The total of this Contingency Request is a Cost of $189,527.74
This request will be funded by the Owner's Contingency.

Per the terms and conditions of our contract, we have attached the appropriate back up documentation to substantiate the above referenced costs. This Contingency Adjustment only includes the items specifically identified in this change proposal. All other costs associated with this Project shall be submitted under a separate change cover.

Moss respectfully reserves its rights to seek additional costs associated with the days requested for this change. Specifically, this CCD has impacted the time for the following trades:

1. Metal Framing and Drywall – 23 days
2. HVAC – 10 days
3. Electrical – 29 days

Although this CCD has added time for the above trades, Moss's scheduling efforts have mitigated any impact to the Critical Path. However, should future Project schedule updates reveal that this Work or subsequent activities that are impacted by this Work extend the Project's overall completion, Moss reserves the right to request compensation for any applicable time and cost.

Please indicate your formal approval for this additional work and cost by signing in the space provided below.

Sincerely, **Moss & Associates, LLC** Date: 4/21/26 **Mike Tippy** **Project Executive**	Reviewed / Approved by: **Pasco County Facilities** **Approved:** Date: 04.23.26 **Jordan Andrews** **Project Manager**

Reviewed/Approved by: Pasco County

4/27/26
Andrew Baxter, Facilities Management Director

30 APR 26
Erik Breitenbach, Assistant County Administrator

5/1/26
Michael J. Carballa, County Administrator

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a. CCD #78 pricing and backup	
4. Electrical (26.0000.00)	Page..... 25
a. CCD #78 pricing and backup	
4. High Security Chain-Link Fences (48.1410.00)	Page..... 33
a. CCD #78 pricing and backup	

Steel Fab Pricing and Backup

Cost Code 05.1000.00	CCD #78 Scope Changes	
	Material & Shipping	$ 7,148.50
	Labor	$ 11,376.00
	OH&P	$ 2,778.68
	Total	**$ 21,303.18**

721 N.E. 44th Street
Fort Lauderdale, FL 33334
Phone: 954-772-0440
Fax: 954-938-7527

Request For Change Order
Number: 16.0

Project: 09-24609 Pasco County Jail Exp
To: Moss & Associates LLC
2101 North Andrews Avenue
Suite 300
Fort Lauderdale, FL 33311
Phone : 954-524-5678

Date: 03/25/26
Job: 09-24609

Reason: Price and Proceed Directed
Status: Submitted
Customer CO #: 0
CIC Reference: 0
Customer Change Event #: 0

Description of Change
CCD#78 - Shaft openings (6) openings - 3 with deck

Item	Description	Quantity	Units	Unit Price	Net Amount
1T	Materials Add (PLATE)	1,470.00	/Lb	2.25	3,307.50
2T	Shipping	1.00	/Load	550.00	550.00
3T	Steel Deck	5.00	/Square	571.00	2,855.00
4	Ironworker (standard)	144.00	/Hour	79.00	11,376.00
5T	Sales Tax	0.07			436.00
6	Overhead	0.10			1,852.45
7	Profit	0.05			926.23

By my signature below, I attest that I am authorized by my firm to enter into an agreement to purchase goods and/or services. As the Buyer, I hereby authorize Steel Fabricators, LLC to proceed with the additional work described herein and do guarantee compensation on the basis noted above. If schedule impact listed below is zero or not listed, additional contract time required will be determined by Steel Fabricators at the time of implementation due to changes described above.

The Contract Sum Will be Increased	$21,303.18
The Contract Time Will be Increased	0 days

Accepted: **By:** _____ **By:** _____

Date: _____ **Date:** _____

Kenpat Pricing and Backup

Cost Code 09.2000.00	CCD #78 Scope Changes	
PCO #81	Material	$ 585.54
	Labor	$ 3,303.87
	OH&P	$ 583.41
	Equipment	$ 141.88
	Total	**$ 4,614.70**

Cost Code 09.2000.00	CCD #78 Scope Changes	
PCO #82	Material	$ 687.23
	Labor	$ 4,398.85
	OH&P	$ 762.91
	Equipment	$ 236.46
	Total	**$ 6,085.45**

Cost Code 09.2000.00	CCD #78 Scope Changes	
PCO #83	Material	$ (4,721.20)
	Labor	$ (5,964.64)
	OH&P	$ (1,602.88)
	Total	**$ (12,288.72)**

Cost Code 09.2000.00	CCD #78 Scope Changes	
PCO #85R1	Material	$ 2,953.72
	Labor	$ 11,588.87
	OH&P	$ 2,181.39
	Equipment	$ 283.75
	Total	**$ 17,007.73**

Total Pricing	**$ 15,419.17**

KENPAT
90 S Bradshaw Road. Apopka, Florida 32703
Phone 407-464-7070 * Fax 407-464-3178

1. Project:	Pasco County Jail Expansion		2. Address:	20101 Central Blvd, Land O Lakes, FL 34637			
3. Change Request Title:	RFI 965: Add A6 walls G181						
4. Change Order Requested By:	Robert Moses & Mike Tippy				5. Number		81
6. GC/CM ref #					7. Date		16-Feb-26
8. RFI/ ASI/ RFP #	RFI 965				9. SF COR #		
10. Material						$	547.24
	11. Sales Tax @	7.00%				$	38.31
	12. Material Sub-Total					$	585.54
13. Labor	52	Manhours			$ 2,929.92		
14. Estimation/Planning	3	Manhours @	$ 110.00	/ Hour	$ 330.00		
15. Tool Replacement		1.50%	of Labor		$ 43.95		
16. Overtime Premium	0	Manhours			$ -		
17. Overtime Inefficiency		5.00%	of Labor		$ -		
	18. Labor Sub-Total					$	3,303.87
19. Equipment Rental							
Scissor Lift	3	each	$ 45.04	/ day	$ 135.12		
Lull	0	each	$ 1,500.00	/ month	$ -		
Trash	0	Days @	$ 100.00	/ Day	$ -		
Hoisting	0	Days @	$ 100.00	/ Day	$ -		
		20. Equipment Total			$ 135.12		
21. KP Delivery	0	deliveries	$ 150.00	/ Each		$	-
22. Supplier Delivery	0	deliveries	$ 200.00	/ Each		$	-
		23. CHANGE ORDER SUB-TOTAL COSTS				**$**	**3,889.41**
		24. OH&P Markup Percentage			15%	$	583.41
		Subtotal with OH & Profit Markup				**$**	**4,472.82**
		25					
		26. Equipment - Total Cost				$	135.12
		27. Equipment Markup			5%	$	6.76
		28. Sub - Total Costs				$	-
		29. Sub Markup			5%	$	-
		30. Engineering - Total Costs				$	-
		31. Engineering Markup			5%	$	-
35. This proposal may be withdrawn by us		32. Special Insurance				$	-
if not accepted within	5 days	33. Bond Premium			0.00%	$	-
		~~34. TOTAL PRICE OF CHANGE~~				~~$~~	~~4,614.70~~
36. **Time extension required**	of 4 days	**35. TOTAL PRICE OF CHANGE**				**$**	**4,614.70**

(See attached for by area for added schedule days required)

37. Submitted By: Heather LaMore

38. Approved By: _____

Narrative:

Add A6 wall through an existing conduit rack in room G181. Did put impact board on this since the ceiling gets Sec Mesh with Impact board.

Excludes: any premium time or overtime, secutiry mesh on walls

Pasco County Jail Expansion
RFI 965: Add A6 walls G181

Number: 81

Description	code	Quantity	Unit of measure	Unit Cost	Material	Labor Hrs	Labor Rates	Totals
MATERIALS								
					$ -			
	m				$ -			
6" X 33mil TRACK (10'0")	m	1	Pcs	$16.49	$ 16.49			
6" X 30mil SLOTTED TRACK (10'0")	m	1	Pcs	$20.90	$ 20.90			
6" X 33mil STUD	m	60	LF	$1.654	$ 99.23			
5/8" Impact-resistant 4'x8'	m	224	Sq Ft	$1.307	$ 292.77			
Joint Compound	m	1	Pcs	$20.95	$ 20.95			
Paper Tape	m	1	Pcs	$5.03	$ 5.03			
Attachment material	m	1	LS	$39.52	$ 39.52			
Cornerbead 10' no coat	m	6	Pcs	$4.25	$ 25.52			
Sound Caulk	m	3	Pcs	$8.95	$ 26.85			
	m				$ -			
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Subtotal Materials	m				$ 547.24			
LABOR								
Foreman / Super.	l					8	$ 69.57	$ 556.56
Crew Leader	l						$ 58.53	$ -
Framer / Hanger	l					24	$ 53.94	$ 1,294.56
Acoustical Ceiling Mechanic	l						$ 53.94	$ -
Finisher / Plasterer	l					20	$ 53.94	$ 1,078.80
Labor	l						$ 37.06	$ -
	l							$ -
Subtotal Labor Costs						52		**$ 2,929.92**
Premium Time Section Only (Hours required > 40hrs/week)								
Foreman / Super.							OT1	$ -
Crew Leader							OT1	$ -
Framer / Hanger							OT1	$ -
Acoustical Ceiling Mechanic							OT1	$ -
Finisher / Plasterer							OT1	$ -
Labor								$ -
Subtotal Premium Time						0		**$ -**
					$ 547.24			**$ 2,929.92**

(OT premium hrs are NOT added)

Approved Labor Rates

Position	Reg. Wage	OT1 Wage	34. ~~TOTAL PRICE OF CHANGE~~ $ -
Foreman / Super.	$ 69.57	$ 34.79	L PRICE OF *ENTER CONTRACT RATES*
Crew Leader	$ 58.53	$ 29.27	$ 58.53
Framer / Hanger	$ 53.94	$ 26.97	$ 53.94
Acoustical Ceiling Mechanic	$ 53.94	$ 26.97	$ 53.94
Finisher / Plasterer	$ 53.94	$ 26.97	$ 53.94
Labor	$ 37.06	$ 18.53	$ 37.06

KENPAT
90 S Bradshaw Road. Apopka, Florida 32703
Phone 407-464-7070 * Fax 407-464-3178

1. Project:	Pasco County Jail Expansion	2. Address:	20101 Central Blvd, Land O Lakes, FL 34637			
3. Change Request Title:	RFI 966: Add A3 wall & Door Frame to room G119					
4. Change Order Requested By:	Robert Moses & Mike Tippy			5. Number		82
6. GC/CM ref #				7. Date		16-Feb-26
8. RFI/ ASI/ RFP #	RFI 966			9. SF COR #		
10. Material					$	642.27
	11. Sales Tax @	7.00%			$	44.96
	12. Material Sub-Total				$	687.23
13. Labor	72 Manhours			$	4,008.72	
14. Estimation/Planning	3	Manhours @	$ 110.00 / Hour	$	330.00	
15. Tool Replacement		1.50% of Labor		$	60.13	
16. Overtime Premium	0	Manhours		$	-	
17. Overtime Inefficiency		5.00% of Labor		$	-	
	18. Labor Sub-Total				$	4,398.85
19. Equipment Rental						
Scissor Lift	5	each	$ 45.04 / day	$ 225.20		
Lull	0	each	$ 1,500.00 / month	$ -		
Trash	0	Days @	$ 100.00 / Day	$ -		
Hoisting	0	Days @	$ 100.00 / Day	$ -		
	20. Equipment Total			$	225.20	
21. KP Delivery	0	deliveries	$ 150.00 / Each		$	-
22. Supplier Delivery	0	deliveries	$ 200.00 / Each		$	-
	23. CHANGE ORDER SUB-TOTAL COSTS				**$**	**5,086.08**
	24. OH&P Markup Percentage			15%	$	762.91
	Subtotal with OH & Profit Markup				**$**	**5,848.99**
	25					
	26. Equipment - Total Cost				$	225.20
	27. Equipment Markup			5%	$	11.26
	28. Sub - Total Costs				$	-
	29. Sub Markup			5%	$	-
	30. Engineering - Total Costs				$	-
	31. Engineering Markup			5%	$	-
35. This proposal may be withdrawn by us if not accepted within 5 days	32. Special Insurance				$	-
	33. Bond Premium			0.00%	$	-
	~~34. TOTAL PRICE OF CHANGE~~				~~$~~	~~6,085.45~~
36. **Time extension required** of 6 days	**35. TOTAL PRICE OF CHANGE**				**$**	**6,085.45**

(See attached for by area for added schedule days required)

37. Submitted By: Heather LaMore

38. Approved By: _____

Narrative:

Add A3 wall and Door Frame to Room G119.

Excludes: any premium time or overtime, secutiry mesh, impact, insulation

Pasco County Jail Expansion
RFI 966: Add A3 wall & Door Frame to room G119 **Number: 82**

Description	code	Quantity	Unit of measure	Unit Cost	Material	Labor Hrs	Labor Rates	Totals
MATERIALS								
					$ -			
	m				$ -			
3-5/8" X 33mil TRACK (10'0")	m	2	Pcs	$11.92	$ 23.84			
3-5/8" X 30mil SLOTTED TRACK (10'0")	m	2	Pcs	$15.91	$ 31.82			
3-5/8" X 33mil STUD	m	225	LF	$1.197	$ 269.33			
5/8" Type-X 4'x10'	m	400	Sq Ft	$0.510	$ 204.00			
Joint Compound	m	2	Pcs	$20.95	$ 41.90			
Paper Tape	m	1	Pcs	$5.03	$ 5.03			
Attachment material	m	1	LS	$39.52	$ 39.52			
Sound Caulk	m	3	Pcs	$8.95	$ 26.85			
	m				$ -			
	m				$ -			
	m				$ -			
	m				$ -			
	m				$ -			
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	m				$ -			
Subtotal Materials	m				$ 642.27			
LABOR								
Foreman / Super.	l					8	$ 69.57	$ 556.56
Crew Leader	l						$ 58.53	$ -
Framer / Hanger	l					40	$ 53.94	$ 2,157.60
Acoustical Ceiling Mechanic	l						$ 53.94	$ -
Finisher / Plasterer	l					24	$ 53.94	$ 1,294.56
Labor	l						$ 37.06	$ -
	l							$ -
Subtotal Labor Costs						72		**$ 4,008.72**
Premium Time Section Only (Hours required > 40hrs/week)								
Foreman / Super.							OT1	$ -
Crew Leader							OT1	$ -
Framer / Hanger							OT1	$ -
Acoustical Ceiling Mechanic							OT1	$ -
Finisher / Plasterer							OT1	$ -
Labor								$ -
Subtotal Premium Time						0		**$ -**
					$ 642.27			**$ 4,008.72**

(OT premium hrs are NOT added)

Approved Labor Rates

Position	Reg. Wage	OT1 Wage	34. ~~TOTAL PRICE OF CHANGE~~ $ ~~—~~
Foreman / Super.	$ 69.57	$ 34.79	L PRICE OF *ENTER CONTRACT RATES*
Crew Leader	$ 58.53	$ 29.27	$ 58.53
Framer / Hanger	$ 53.94	$ 26.97	$ 53.94
Acoustical Ceiling Mechanic	$ 53.94	$ 26.97	$ 53.94
Finisher / Plasterer	$ 53.94	$ 26.97	$ 53.94
Labor	$ 37.06	$ 18.53	$ 37.06

KENPAT
90 S Bradshaw Road. Apopka, Florida 32703
Phone 407-464-7070 * Fax 407-464-3178

1. Project:	Pasco County Jail Expansion	2. Address:	20101 Central Blvd, Land O Lakes, FL 34637		
3. Change Request Title:	CREDIT: F2AB walls in H1 storage H106 (per marked up 093 submittal)				
4. Change Order Requested By:	Robert Moses & Mike Tippy			5. Number	83
6. GC/CM ref #				7. Date	17-Feb-26
8. RFI/ ASI/ RFP #				9. SF COR #	
10. Material					$ (4,412.34)
		11. Sales Tax @	7.00%		$ (308.86)
		12. Material Sub-Total			$ (4,721.20)

13. Labor -121	Manhours				$ (6,526.74)	
14. Estimation/Planning	6	Manhours @	$ 110.00	/ Hour	$ 660.00	
15. Tool Replacement		1.50%	of Labor		$ (97.90)	
16. Overtime Premium	0	Manhours			$ -	
17. Overtime Inefficiency		5.00%	of Labor		$ -	
		18. Labor Sub-Total				$ (5,964.64)
19. Equipment Rental						
Scissor Lift	0	each	$ 45.04	/ day	$ -	
Lull	0	each	$ 1,500.00	/ month	$ -	
Trash	0	Days @	$ 100.00	/ Day	$ -	
Hoisting	0	Days @	$ 100.00	/ Day	$ -	
		20. Equipment Total			$ -	
21. KP Delivery	0	deliveries	$ 150.00	/ Each		$ -
22. Supplier Delivery	0	deliveries	$ 200.00	/ Each		$ -
		23. CHANGE ORDER SUB-TOTAL COSTS				**$ (10,685.84)**
		24. OH&P Markup Percentage			15%	$ (1,602.88)
		Subtotal with OH & Profit Markup				**$ (12,288.72)**
		25				
		26. Equipment - Total Cost				$ -
		27. Equipment Markup			5%	$ -
		28. Sub - Total Costs				$ -
		29. Sub Markup			5%	$ -
		30. Engineering - Total Costs				$ -
		31. Engineering Markup			5%	$ -
35. This proposal may be withdrawn by us		32. Special Insurance				$ -
if not accepted within 5 days		33. Bond Premium			0.00%	$ -
		~~34. TOTAL PRICE OF CHANGE~~				~~$ (12,288.72)~~
36. **Time extension required** -of 7 days		**35. TOTAL PRICE OF CHANGE**				**$ (12,288.72)**

(See attached for by area for added schedule days required)

37. Submitted By: Heather LaMore

38. Approved By: _____

Narrative:

Credit F2AB wal l in storage H106 (H1). Note framing can not provide a credit on the material as it is already onsite.

Excludes: any premium time or overtime, credit for framing material as material is onsite, cost for relocating materials to other locations or restock for owner.

Pasco County Jail Expansion

CREDIT: F2AB walls in H1 storage H106 (per marked up 093 submittal) Number: 83

Description	code	Quantity	Unit of measure	Unit Cost	Material	Labor Hrs	Labor Rates	Totals
MATERIALS								
					$ -			
	m				$ -			
	m				$ -			
093 - Control Joint (10')	m	-5	Pcs	$9.50	$ (47.50)			
R8 - 2-1/2" fiberglass batt insulation (bags)	m	-10	Pcs	$61.77	$ (617.70)			
5/8" Impact-resistant 4'x8'	m	-2,304	Sq Ft	$1.307	$ (3,011.33)			
Joint Compound	m	-12	Pcs	$20.95	$ (251.37)			
Paper Tape	m	-4	Pcs	$5.03	$ (20.12)			
Attachment material	m	-1	LS	$249.52	$ (249.52)			
Sound Caulk	m	-24	Pcs	$8.95	$ (214.80)			
	m				$ -			
	m				$ -			
	m				$ -			
	m				$ -			
	m				$ -			
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	m				$ -			
Subtotal Materials	m				$ (4,412.34)			
LABOR								
Foreman / Super.	l						$ 69.57	$ -
Crew Leader	l						$ 58.53	$ -
Framer / Hanger	l					-89	$ 53.94	$ (4,800.66)
Acoustical Ceiling Mechanic	l						$ 53.94	$ -
Finisher / Plasterer	l					-32	$ 53.94	$ (1,726.08)
Labor	l						$ 37.06	$ -
	l							$ -
Subtotal Labor Costs						-121		**$ (6,526.74)**
Premium Time Section Only (Hours required > 40hrs/week)								
Foreman / Super.							OT1	$ -
Crew Leader							OT1	$ -
Framer / Hanger							OT1	$ -
Acoustical Ceiling Mechanic							OT1	$ -
Finisher / Plasterer							OT1	$ -
Labor								$ -
Subtotal Premium Time						0		**$ -**
					$ (4,412.34)			**$ (6,526.74)**

(OT premium hrs are NOT added)

Approved Labor Rates

Position	Reg. Wage	OT1 Wage	34. ~~TOTAL PRICE OF CHANGE~~ $ -
Foreman / Super.	$ 69.57	$ 34.79	L PRICE OF *ENTER CONTRACT RATES*
Crew Leader	$ 58.53	$ 29.27	$ 58.53
Framer / Hanger	$ 53.94	$ 26.97	$ 53.94
Acoustical Ceiling Mechanic	$ 53.94	$ 26.97	$ 53.94
Finisher / Plasterer	$ 53.94	$ 26.97	$ 53.94
Labor	$ 37.06	$ 18.53	$ 37.06

KENPAT
90 S Bradshaw Road. Apopka, Florida 32703
Phone 407-464-7070 * Fax 407-464-3178

1. Project:	Pasco County Jail Expansion	2. Address:	20101 Central Blvd, Land O Lakes, FL 34637				
3. Change Request Title:	CCD 78 plan changes						
4. Change Order Requested By:	Robert Moses & Mike Tippy				5. Number	85R1	
6. GC/CM ref #					7. Date	25-Mar-26	
8. RFI/ ASI/ RFP #					9. SF COR #		
10. Material						$ 2,760.49	
	11. Sales Tax @	7.00%				$ 193.23	
	12. Material Sub-Total					$ 2,953.72	
13. Labor 196	Manhours				$ 10,767.36		
14. Estimation/Planning	6	Manhours @	$ 110.00 / Hour		$ 660.00		
15. Tool Replacement		1.50% of Labor			$ 161.51		
16. Overtime Premium	0	Manhours			$ -		
17. Overtime Inefficiency		5.00% of Labor			$ -		
	18. Labor Sub-Total					$ 11,588.87	
19. Equipment Rental							
Scissor Lift	6	each	$ 45.04 / day	$ 270.24			
Lull	0	each	$ 1,500.00 / month	$ -			
Trash	0	Days @	$ 100.00 / Day	$ -			
Hoisting	0	Days @	$ 100.00 / Day	$ -			
	20. Equipment Total				$ 270.24		
21. KP Delivery	0	deliveries	$ 150.00 / Each			$ -	
22. Supplier Delivery	0	deliveries	$ 200.00 / Each			$ -	
	23. CHANGE ORDER SUB-TOTAL COSTS					**$ 14,542.60**	
	24. OH&P Markup Percentage				15%	$ 2,181.39	
	Subtotal with OH & Profit Markup					**$ 16,723.99**	
	25						
	26. Equipment - Total Cost					$ 270.24	
	27. Equipment Markup				5%	$ 13.51	
	28. Sub - Total Costs					$ -	
	29. Sub Markup				5%	$ -	
	30. Engineering - Total Costs					$ -	
	31. Engineering Markup				5%	$ -	
35. This proposal may be withdrawn by us if not accepted within 7 days	32. Special Insurance					$ -	
	33. Bond Premium				0.00%	$ -	
	~~34. TOTAL PRICE OF CHANGE~~					~~$ 17,007.74~~	
36. **Time extension required** of 13 days	**35. TOTAL PRICE OF CHANGE**					**$ 17,007.74**	

(See attached for by area for added schedule days required)

37. Submitted By Heather LaMore

38. Approved By _____

Narrative:

The costs capured above is related to CCD#78:
-- Deletion of A3 wall and HMDF, Room G115A (Plan North Wall).
-- Addition of A3 wall and HMDF, Room G116.
-- Addition of H2 furr wall, Room G182 (Plan South Wall).
-- Addition of H2 furr wall, Room G166.
-- Addition of shaft wall enclosure, Room H106.
-- Addition of 1hr rated soffits in Room G176 & G181 in lieu of wall type 1SP8D, due to on-site overhead MEP conditions not allowing for this.
-- Removal and reinstallation of ACT tile/grid for MEP renovations, as per M201HJ. (Excludes: ACT materials)
Excludes: Overtime, Premium Time, Level 5 Finish, multiple moves (all work is figured to be in the sequences of the room.)
Excludes: Detail 2 on A201G, also, Detail 2 & 3 on A202G

Pasco County Jail Expansion
CCD 78 plan changes

Number: 85R1

Description	code	Quantity	Unit of measure	Unit Cost	Material	Labor Hrs	Labor Rates	Totals
MATERIALS								
					$ -			
					$ -			
Sound Caulk	m	3	Pcs	$8.95	$ 26.85			
20 Ga Clip, 2x2x4	m	45	Pcs	$0.90	$ 40.50			
Attachments	m	1	Pcs	$105.84	$ 105.84			
Joint Compound	m	3	Pcs	$20.95	$ 62.84			
Paper Tape	m	1	Pcs	$5.03	$ 5.03			
Hilti CP606 Fire Caulk	m	14	Pcs	$34.69	$ 485.66			
5/8" Type-X 4'x10'	m	640	Sq Ft	$0.510	$ 326.40			
2-1/2" Studs, 33mil (10')	m	23	Pcs	$9.90	$ 227.70			
2-1/2 " Track, 33mil (10')	m	6	Pcs	$9.87	$ 59.22			
4" X 30mil J-TRACK (10'0")	m	9	Pcs	$15.80	$ 142.22			
4" X 30mil CT STUD	m	95	LF	$1.88	$ 179.05			
1" shaft liner mold-resistant 2'x8'	m	160	Sq Ft	$1.775	$ 284.00			
4" Safing	m	11	Sq Ft	$1.00	$ 11.05			
Cornerbead 10' no coat	m	4	Pcs	$4.25	$ 17.01			
3-5/8" X 33mil STUD	m	287	LF	$1.197	$ 343.54			
3-5/8" X 33mil TRACK (10'0")	m	11	Pcs	$11.92	$ 131.09			
2" Angle 30mil	m	6	Pcs	$5.33	$ 31.98			
5/8" Type-X 4'x10'	m	550	Sq Ft	$0.510	$ 280.50			
	m				$ -			
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Subtotal Materials	m				$ 2,760.49			
LABOR								
Foreman / Super.	l					11	$ 69.57	$ 765.27
Crew Leader	l						$ 58.53	$ -
Framer / Hanger	l					148	$ 53.94	$ 7,978.80
Acoustical Ceiling Mechanic	l					16	$ 53.94	$ 863.04
Finisher / Plasterer	l					22	$ 53.94	$ 1,160.25
Labor	l						$ 37.06	$ -
	l							$ -
Subtotal Labor Costs						196		**$ 10,767.36**
Premium Time Section Only (Hours required > 40hrs/week)								
Foreman / Super.							OT1	$ -
Crew Leader							OT1	$ -
Framer / Hanger							OT1	$ -
Acoustical Ceiling Mechanic							OT1	$ -
Finisher / Plasterer							OT1	$ -
Labor								$ -
Subtotal Premium Time						0		**$ -**
					$ 2,760.49			**$ 10,767.36**

Approved Labor Rates

(OT premium hrs are NOT added)

Position	Reg. Wage	OT1 Wage	
Foreman / Super.	$ 69.57	$ 34.79	
Crew Leader	$ 58.53	$ 29.27	$ 58.53
Framer / Hanger	$ 53.94	$ 26.97	$ 53.94
Acoustical Ceiling Mechanic	$ 53.94	$ 26.97	$ 53.94
Finisher / Plasterer	$ 53.94	$ 26.97	$ 53.94
Labor	$ 37.06	$ 18.53	$ 37.06

34. ~~TOTAL PRICE OF CHANGE $ -~~
AL PRICE OF
ENTER CONTRACT RATES

BCH Pricing and Backup

Cost Code 23.0000.00	CCD #78 Scope Changes	
	Materials	$ 5,986.65
	Labor	$ 11,139.84
	Control	$ 9,400.00
	T&B	$ 3,000.00
	Insulation	$ 1,010.00
	OH&P	$ 4,580.47
	Total	**$ 35,116.96**

BCH
MECHANICAL, INC.

6354 118 Avenue North
Largo, FL 33773
Phone: 727-546-3561
Fax: 727-545-1801

April 2, 2026

Livan Perez
Moss Construction
19921 Central Boulevard
Land O' Lakes, FL 34637

Re: CCD-78

BCH Job Number: Pasco County Jail Expansion 22-10-0027

Dear Livan,

BCHMechanical LLC. is requesting a change order for the following scope of work related to CCD-78:

Scope:

1. M201G
   i. New VAV's at LOUNGE X-H102 & VEST. E245, STAFF CIRCULATION G193, & STAFF CORRIDOR G102
2. M201HJ
   i. New VAV's at LOUNGE X-H102 & VEST. E245.
3. M603
   i. Adjusted VAV schedule as required.
4. MD201G
   i. Demolish existing VAVs at LOUNGE VEST. E245, STAFF CIRCULATION G193, & STAFF CORRIDOR G102
5. MD201HJ
   i. Demolish existing VAVs at LOUNGE X-H102 & VEST. E245.

The COST for this change is the amount of **$35,116.96** this sum includes only those direct costs identified herein. Should it be determined later that we are experiencing impact cost because of multiple changes, delays, or other causes beyond our control, we reserve our right to submit those costs at that time.

This proposal is based solely on the usual cost elements such as labor, material and applicable mark-ups and does not include disruption; rescheduling, extended overhead, overtime accelerated and/or impact costs. Our right is expressly reserved for settlement of these items as it pertains to this contract.
Please advise in writing, by Change Order, acceptance of this proposal so any additional equipment and materials can be ordered, and the work can be incorporated into the construction schedule. If you have any questions, please do not hesitate to contact me here at 727 639 4804.

Exclusions and Qualifications

1. Roofing or flashing.
2. Above ROM would require an extension of (10) days to schedule.
   a. Area G Level 1 – 6 days
   b. Area H/J Level 1 – 4 days
3. Duct work painting.
4. Ceiling removal, modifications, or rework.
5. Controls for smoke control system (by others).
6. Wall Modifications/Rework.
7. Concrete work, including housekeeping pads.
8. Structural steel modifications.
9. Cutting, patching or painting.
10. Electrical work, including motor starters and power wiring, by division 16.
11. All work to be performed during regular business hours.
12. Performance and payment bond; one can be provided for an additional cost.
13. This proposal is good for thirty (30) days.

Blake Grimm

Blake Grimm

Project Manager
BCH Mechanical, LLC

Subcontract Potential Change Order
Pricing Detail

BCH Mechanical		4/2/2026	Contract PC Jail Expansion
	CP-55 - CCD 78	Office Florida	Project Number 220027

Scope of Work	Unit	Quantity	Unit Cost	Total Amount	Total Amount
Materials / Miscellaneous					
VAV		4		$ 4,395.00	
Duct/Fittings				$ 1,200.00	
				$ -	
Total Materials				$ 5,595.00	
			Taxes (7.0%)	$ 391.65	
			Subtotal	**$ 5,986.65**	
Labor					
Sheetmetal Mechanic	Hr	80	$ 89.82	$ 7,185.60	
Piping Mechanic	Hr		$ 89.82	$ -	
Shop Fabrication	Hr	32	$ 89.82	$ 2,874.24	
Sheetmetal Foreman	Hr		$ 119.08	$ -	
CAD Designer	Hr	8	$ 135.00	$ 1,080.00	
				$ -	
				$ -	
				$ -	
Total Labor				**$ 11,139.84**	
			Subtotal	**$ 11,139.84**	
Subcontracts					
Controls				$ 9,400.00	
t and balance				$ 3,000.00	
Seal Penetrations					
Insulation				$ 1,010.00	
Total Subcontracts				**$ 13,410.00**	
Equipment				$ -	
				$ -	
				$ -	
Total Equipment				$ -	
Schedule					
Anticipated Start Date					
Schedule Duration in Weeks					
Contractor to provide detailed construction schedule after CO execution					
Subtotal				(excluding subcontract work)	$ 30,536.49
				Overhead & Profit	$ 4,580.47
Total					$ 35,116.96

Proposal

Proposal is valid for 15 days.
Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For: Mr. Blake Grimm, BCH

Date: March 26, 2026

Job Name:
Pasco County Jail - CCD 78 VAV Boxes

Proposal Number: H5-266598-40768-1
Opportunity ID: 8639478

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 4)

Item	Tag(s)	Qty	Description	Model Number
A1	VAV-G1-18	1	Variable Air Volume Single Duct Terminal	VCCF10
A2	VAV-G1-19	1	Variable Air Volume Single Duct Terminal	VCCF10
A3	VAV-H1-7	1	Variable Air Volume Single Duct Terminal	VCCF08
A4	VAV-H1-8	1	Variable Air Volume Single Duct Terminal	VCEF08

Product Data - Variable Air Volume Single Duct Terminal Units
All Units

Dual wall with 1" matte insulation
Shaft Only with Control Enclosure
Certified Ultra-Low Air Leakage
Disconnect switch
Power Fuse
1st year parts and labor warranty whole unit

Item: A1, A2 Qty: 2 Tag(s): VAV-G1-18, VAV-G1-19

Single duct cooling only terminal
10" inlet size (254mm inlet)
Same side coil connections and control connections
120/24 volt transformer

Item: A3 Qty: 1 Tag(s): VAV-H1-7

Single duct cooling only terminal
8" inlet size (203mm inlet)
Same side coil connections and control connections
120/24 volt transformer

Item: A4 Qty: 1 Tag(s): VAV-H1-8

Single duct with electric heat
8" inlet size (203mm inlet)
277/24 volt transformer
277 volt, 1 phase

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Confidential and Proprietary Information of Trane U.S. Inc.

Electric heater kW - 3.5
Stage -1
SCR Electric Heat Control

Exclusions: sound attenuators on cooling only boxes, controls, factory mounting of controls by others, external isolation, rigging, installation, startup, warranty beyond first year

***All boxes will ship with empty enclosure for field installation of controls by others**

***Electrical change for VAV-G1-20 has no effect on pricing. VAV-G1-20 will be provided with a 120V transformer instead of a 277V transformer**

Total Net Price *(excluding sales tax)* $4,395.00

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Tax Status:	Taxable Exempt	☐ ☐	If you are claiming an exemption from sales tax on this project, please submit a completed exemption certificate for both the jobsite location state and the state where the equipment will be delivered (if different from the jobsite). You can submit the relevant state exemption certificate at the following link: https://trane.certifytax.com/custportalas.aspx . You will receive an email indicating approval or rejection within 1-2 business days. If your exemption claim is rejected, sales tax will be billed based on the state where the equipment was delivered. For any questions, please email: financial_services-tax_department@tranetechnologies.com.

Sincerely,

Jesse Colston
Trane U.S. Inc.
902 N. Himes Avenue
Tampa, FL 33609
Office Phone: (813) 877-8251

This proposal is subject to your acceptance of the attached Trane terms and conditions.

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PROPOSAL

Automated Building Control Systems, Inc.

4108 W. Alva Street
Tampa, Florida 33614
Phone: 813-879-8222
Fax: 813-870-2083

To: **BCH Mechanical** **March 11, 2026**

Attn: **Blake Grimm**

RE: **Pasco County Jail Expansion**
Temperature Controls

The following is a scope of work and price to provide the temperature controls for the referenced project. Automated Building Controls (ABC) proposes to furnish and install a KMC system for this project. This scope of work

Scope of Work

1. **VAV's (Qty: 4)**
   Furnish and install (1) KMC controller at each VAV for control of:
   - Supply duct temperature sensor
   - Space temperature sensor (Stainless steel flat plate)

We **include** the following:
Graphics
Programming and commissioning
1 Year Warranty

We **exclude** the following:
Fire Dampers
Smoke Control
VAV retrofit kits
After hours work
Additional sensors not listed on this proposal

Exceptions: ABC does not provide or install the following: Power Wiring, Starters, Disconnects, Smoke Detectors, Fires Stats, Fire/Smoke Dampers.

Total Installed Price: $9,400.00

Sincerely,

Zack Byers

PALMETTO
air | water | balance

Date: 4/2/26
Attn: BCH Mechanical, LLC
Blake Grimm
Email: blake.grimm@bchmechanical.com
From: Jon Sissel
Project: Pasco County Jail Expansion
CO #: 3

Palmetto Project No.: TPA283-07-25

Customer PO No.: KH-002559

Please sign below and return this change order request by fax (813) 971-4329 and/or email to Charlene Weaver at accounting@bay2bay.net as soon as possible. We cannot return to the project until a signed change order is received. If you have any questions, please feel free to contact the office at (813) 971-4545.

Additional Service Required:
CO Description: Added four VAVs and associated air distribution. Includes two trips, one for pre-demo and one for final TAB.
CO Price: $3,000.00

The Above work is authorized by
BCH Mechanical, LLC
By: _____
Title: _____
Date: _____

Osorno Group Corp
8107 NW 33rd Street
Doral, FL 33122

Potential Change Order Request

OS22-0125 — Pasco County Jail Expansion

PCO Subject: CCD 78

To
Blake Grimm
BCH Mecanichal
6354 118th Avenue N
Largo, FL 33773
7272546936

Return To
Sergio Luna
Osorno Group Corp
8474312701
sergio.luna@osornogroupcorp.com

PCO Number: **OS22-0125-RCO #19**
PCO Revision Number: **0**
PCO Date: 3/18/2026
Work Type: Price / Do Not Proceed
Days Valid: **5**

Scope Of Work / Time Extension Request

-Repair SAD insulation due to VAVs modifications as per CCD #78

Summary

Total: **$1,010.00**

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By: _____ **Dated:** 3/18/2026

APG Pricing and Backup

Cost Code 26.0000.00	CCD #78 Scope Changes	
	Material	$ 21,362.64
	Labor	$ 73,190.41
	OH&P	$ 14,182.96
	APG Technology	$ 3,200.00
	Bond	$ 1,007.42
	Total	**$ 112,943.43**

ELECTRIC
ENGINEERING
TECHNOLOGY
LIFE SAFETY
SECURITY

DATE: 3/06/2026

CHANGE ORDER REQUEST

3657. - Pasco County Jail Expansion - PCO#: 306

To: Stephen Marano
Moss and Associates, LLC
5401 W Kennedy Blvd Ste 1060
Tampa, FL 33609

Phone: 813-207-2088
Fax: 727-539-8485
Email: smarano@mosscm.com

From: Mike Millard
APG
4825 140th Ave N
Clearwater, FL 33762

Phone: 727-530-0077
Fax: 727-530-0045
Email: mike.millard@apg.company

CC: Livan Perez - Moss and Associates, LLC - Phone: 855-360-6677 - Fax:
Mike Tippy - Moss and Associates, LLC - Phone: 855-360-6677 - Fax: 727-539-8485
Ted Maczuga - APG - Phone: 727-530-0077 - Fax: 727-530-0045
Brent Thomasco - APG - Phone: 727-530-0077 - Fax: 727-530-0045

Pending Change Order: PCO # 306 CCD #78

Below is the detail for our proposal to complete the following changes in contract work:

Proposed Scope of Work:

Sheet A201G:

- 1) The adding of the G119A Electrical Room will require a fire smoke detector at this location. No Fire Alarm drawings have been provided in the CCD set. ROM Price to Add Smoke Detector in this room is $3,000.00.
- 2) The adding of the G116A Electrical Room will require a fire smoke detector at this location. No Fire Alarm drawings have been provided in the CCD set. ROM Price to Add Smoke Detector in this room is $3,000.00.
- Sheet E401B:
- 1) Indicated electrical panelboards HNL6, LNL6, HNL6B and Transformer N11 at their existing locations in the electrical room. The Design Team needs to confirm wall locations as the room appears to need to be 9" larger. APG has no cost impact for this work.

Sheet ED201G:

- 1) Indicated electrical panelboards HNL6, LNL6, and Transformer N11 at their existing locations. APG has no cost impact for this work.
-

DATE: 3/06/2026

Sheet EL201G:

- 1) Relocate two (2) Type B1 fixtures in Maintenance Storage G181
- 2) Provide twelve (12) standalone lighting control dimmers.

Sheet EP201G:

- 1) Relocate one (1) quad receptacle in Room G119.
- 2) Add one (1) quad receptacle in Room G181.
- 3) Relocate Panelboard LEC1 from G115A to G116. G116 will need to add a smoke detector in this area.
- 4) Provide power to VAV-G1-19 from circuit LNL6-9.
- 5) Provide power to VAV-G1-18 from circuit LEL1-26.
- 6) Provide power to VAV-G1-20 from circuit LEL1-3.

Sheet EP201HJ:

- 1) Provide power to VAV-H1-16 from circuit LHJR-15.
- 2) Relocate three (3) future laundry 30A/3P/20A NEMA 1 disconnects fed from circuits HNM1-8,10,12 HMN1-13,15,17 and HHJM-31,33,35. APG has no cost impact for this work.
- 3) Reroute existing conduit to cardboard compactor.

Sheet ET201G:

- 1) Trace and identify all existing low voltage cables. Active cables shall be organized and properly supported. Non-active cables shall be marked for demolition.
- 2) Add one (1) D2 data outlet in room G181.
- 3) Relocate one (1) data outlet in room G119.

Sheet ET202G:

- 1) Trace and identify all existing low voltage cables. Active cables shall be organized and properly supported. Non-active cables shall be marked for demolition.

Sheet TY201HJ:

- 1) Provide raceways for fifteen (15) cameras to X-H148.

PCO #306 ROM Pricing;	$112,943.43
ADD ROM Price FA Smoke Detectors in Rooms G119A and G116A:	$ 6,000.00

DATE: 3/06/2026

The above PCO #306 Scope of Work is based upon:

- The Terms of the executed Subcontract Agreement between Moss & Associates LLC. and APG Electric, Inc. for the Pasco County Jail Expansion Land O Lakes, Florida 34637 dated 10/14/2022.
- Conduit raceways in existing areas of Bldg. G, H, J are to be surface mounted, in masonry walls that are cut and patched by others, or in new furred out and drywalled walls by others.
- Concrete and Asphalt demolition, cutting, and patching is to be provided by others and not included in our pricing.
- Security equipment and cabling is not included.
- We reserve the right to correct this quote for errors and omissions.
- The time required for this work in these areas is as follows:

Location	Workdays
Area G 1st Floor	12 Days
Area G 2nd Floor	12 Days
Area HJ	5 Days

The prices below are valid for thirty (30) days.

PCO Item	Status	Change (in Days)	UM	Amount
1 : PCO # 306 CCD #78	Pending		LS	$103,273.43
2 : PCO # 306 CCD #78	Pending		LS	$9,670.00
	Total for PCO# 306 :			**$112,943.43**

Submitted By:

3/06/2026

Mike Millard — Date

Approved By:

Stephen Marano — Date
Moss and Associates, LLC

APG ELECTRIC

PROPOSED CHANGE ORDER

CCN#	**PCO #306 CCD #78**
Date:	3/6/2026
Project Name:	PASCO JAIL EXPANS
Project Number:	3657
Page Number:	1

Client Address:

Work Description

3657 - Pasco County Jail Expansion
Scope of Work: APG PCO #306 CCD #78

Itemized Breakdown

Drawing	Material($)	Labor Hrs
|| EL201G	977.04	12.00
|| EP201G	634.73	71.71
|| EP201HJ	1,019.84	30.44
|| ET201G	8,329.59	221.54
|| ET202G	5,872.97	315.89
|| TY201HJ	2,586.46	141.33
Total	**19,420.63**	**792.91**

EL201G

Description	Qty	Total Mat.	Total Hrs.
LIGHTING CONTROL DIMMERS STANDALONE	12	977.04	12.00
Totals	**12**	**977.04**	**12.00**

EP201G

Description	Qty	Total Mat.	Total Hrs.
3/4" EMT CONDUIT	200	246.00	10.56
3/4" EMT STL SS CONN	12	2.52	0.01
3/4" EMT STL SS CPLG	20	5.40	0.02
3/4" PLASTIC BUSHING	0	0.00	0.00
#10 THHN SOLID BLACK	472	226.56	4.96
#10 THHN SOLID GREEN	236	113.28	2.48
4 11/16x1 1/2" SQ BOX COMB KO	6	18.00	2.25
4 11/16" SQ BLANK COVER	5	3.67	0.23
4 11/16" SQ 1G PLSTR RING 5/8" RISE	1	2.19	0.04
1G SINGLE REC PLATE - 302 S/S	1	1.68	0.04
20A 125V DUPLEX REC - IVY TAMPERPROOF	1	3.98	0.30
3/4" EMT TE HANGING MATERIAL	26	11.44	23.14

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

CCN# **PCO #306 CCD #78**
Date: 3/6/2026
Project Name: PASCO JAIL EXPANS
Project Number: 3657
Page Number: 2

Description	Qty	Total Mat.	Total Hrs.
100A 4W-24CCT RCSD RISER BRKR BPB	2	0.00	9.00
OPEN EXISTING PANEL	2	0.00	6.00
20A 1P BREAKER BOLT-ON	12	0.00	4.56
#10 WIRE POWER TERM	54	0.00	8.10
Totals	**1,050**	**634.72**	**71.69**

EP201HJ

Description	Qty	Total Mat.	Total Hrs.
3/4" EMT CONDUIT	10	12.30	0.53
1" EMT CONDUIT	80	248.40	5.38
3/4" EMT STL SS CONN	2	0.42	0.00
1" EMT STL SS CONN	2	1.14	0.00
3/4" EMT STL SS CPLG	1	0.27	0.00
1" EMT STL SS CPLG	8	5.28	0.01
3/4" PLASTIC BUSHING	0	0.00	0.00
1" PLASTIC BUSHING	2	0.46	0.12
#10 THHN SOLID BLACK	32	15.36	0.34
#4 THHN BLACK	258	554.57	5.42
#10 THHN SOLID GREEN	16	7.68	0.17
#8 THHN GREEN	86	78.56	1.16
BLUE SCOTCHLOCK (#12-6)	8	3.26	1.20
4 11/16x1 1/2" SQ BOX COMB KO	1	3.00	0.38
4 11/16" SQ BLANK COVER	1	0.73	0.04
A-SE12x12x6 SCREW CVR NEMA 1	2	82.64	2.70
3/4" EMT TE HANGING MATERIAL	1	0.44	0.89
1" EMT TE HANGING MATERIAL	10	5.30	10.20
#10 WIRE POWER TERM	3	0.00	0.45
# 8 WIRE POWER TERM	8	0.00	1.44
Totals	**531**	**1,019.81**	**30.42**

ET201G

Description	Qty	Total Mat.	Total Hrs.
1" EMT CONDUIT	10	31.05	0.67
1" EMT STL SS CONN	1	0.57	0.00
1" PLASTIC BUSHING	2	0.46	0.12
POLYTWINE	12	0.09	0.05
4 11/16x2 1/8" SQ BOX 1" KO	1	3.00	0.38
4 11/16" SQ 1G PLSTR RING 5/8" RISE	1	2.19	0.04
1G BLANK PLATE - TAMPERPROOF	160	5,652.00	24.00
TY-525M TY-RAP (7")	100	17.02	7.50
#18 CEILING WIRE	184	138.00	18.40
1" EMT HC HANGING MATERIAL	2	1.06	0.22
PHONE CABLE - 25 PAIR	686	1,155.56	7.20
J-HOOK (QUOTED)	73	1,328.60	10.95
LABOR HOUR	152	0.00	152.00

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

CCN# PCO #306 CCD #78
Date: 3/6/2026
Project Name: PASCO JAIL EXPANS
Project Number: 3657
Page Number: 3

Description	Qty	Total Mat.	Total Hrs.
Totals	**1,384**	**8,329.60**	**221.54**

ET202G

Description	Qty	Total Mat.	Total Hrs.
1G BLANK PLATE - TAMPERPROOF	8	282.60	1.20
TY-525M TY-RAP (7")	100	17.02	7.50
#18 CEILING WIRE	434	325.50	43.40
CAT 6	4,054	1,935.46	36.49
J-HOOK (QUOTED)	182	3,312.40	27.30
LABOR HOUR	200	0.00	200.00
Totals	**4,978**	**5,872.98**	**315.89**

TY201HJ

Description	Qty	Total Mat.	Total Hrs.
1" EMT CONDUIT	300	931.50	20.16
1 1/2" EMT CONDUIT	180	1,112.40	17.28
1" EMT STL SS CONN	32	18.24	0.03
1 1/2" EMT STL SS CONN	8	13.80	0.01
1" EMT STL SS CPLG	30	19.80	0.03
1 1/2" EMT STL SS CPLG	18	33.75	0.02
1 1/2" EMT 90 DEG ELBOW	0	0.00	0.00
1" PLASTIC BUSHING	32	7.36	1.92
1 1/2" PLASTIC BUSHING	8	2.83	0.48
3/4" STEEL FLEX	96	175.68	5.62
3/4" STL FLEX CONN	32	53.28	4.80
POLYTWINE	528	3.96	2.38
4x2 1/8" SQ BOX COMB KO	15	15.00	3.83
4" SQ 2.141" DIAM REC COVER	15	22.63	0.68
4 11/16x1 1/2" SQ BOX COMB KO	16	48.00	6.00
4 11/16" SQ BLANK COVER	12	8.82	0.54
A-SE8X8X4 SCREW CVR NEMA 1	4	83.36	3.60
1" EMT TE HANGING MATERIAL	38	20.14	38.76
1 1/2" EMT TE HANGING MATERIAL	23	15.87	35.19
Totals	**1,387**	**2,586.43**	**141.31**

Summary

General Materials		19,420.58
Material Tax	(@ 7.000 %)	1,359.44

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

CCN#	**PCO #306 CCD #78**
Date:	3/6/2026
Project Name:	PASCO JAIL EXPANS
Project Number:	3657
Page Number:	4

Summary (Cont'd)

Material Total		**20,780.02**
COMPOSITE	(792.85 Hrs @ $69.00)	54,706.65
FOREMAN	(182.36 Hrs @ $69.00)	12,582.84
COMPOSITE OVERTIME RATE	(32.00 Hrs @ $98.93)	3,165.76
SAFTEY	(19.82 Hrs @ $69.00)	1,367.58
CLEAN-UP	(19.82 Hrs @ $69.00)	1,367.58
MISC. MATERIAL	(19,420.58 @ 0.00 @ $0.03 + 0.000 % + 0.000 % + 0.000 %)	582.62
Subtotal		**94,553.05**
Markup	(@ 15.000 %)	14,182.96
Subtotal		**108,736.01**
APG TECHNOLOGY	($3,200.00 + 0.000 % + 0.000 % + 0.000 %)	3,200.00
Subtotal		**111,936.01**
Bond (0.9%)	(@ 0.900 %)	1,007.42
Final Amount		**$112,943.43**

ORIGINAL

WFF Pricing and Backup

Cost Code 48.1410.00	CCD #78 Scope Changes	
	Material & Shipping	$ 1,326.09
	Labor	$ 2,800.00
	OH&P	$ 618.91
	Total	**$ 4,745.00**

Perimeter Solutions Group
Integrated Fencing Systems

Perimeter Solutions Group
6500 E Broadway Ave
Tampa, FL 33619

Please remit payment to our lockbox address:
Dept 6938
PO BOX 413026, Naples, FL 34101

CO Request

ID: SQ2026-10457
Date: 4/9/2026

RL230090.80 (CP) Moss - Pasco County Jail - Fence and Gates (JOB 1112007)

Client	MOSS & ASSOCIATES, LLC**(T) 5401 W KENNEDY BLVD TAMPA, FL 33609	Point of Contact	PHILLIP WALLACE PWALLACE@MOSSCM.COM
Jobsite Address	Pasco County Jail 20101 Central Blvd Land O Lakes , FL 34637 USA	Estimator	Robert Lastra (813) 277-4030 robert@perimetersolutionsgroup.com

Catalog	Quantity	Unit Type	Unit Price	Hours	Rate	Price
Install approximately 5 LF of 9' high galvanized chain link fence with top, middle, and bottom rail and (1) 4' wide x 7' high single swing gate with header on top. *All posts to be plated to concrete floor.* *Gate to include standard hardware to accept a padlock.*	1		4,745.00			4,745.00

13 posts/rails @ $60/ea = $780.00
2 rolls fabric @ $170/ea = $340.00
misc. tools/hardware = $206.09
24 hours crew labor @ $100/hr = $2,400.00
8 hours welder time @ $50/hr = $400.00

Signatures

Subtotal:	$4,126.09
15% OH&P:	$618.91
Total	**4,745.00**

Signature | Print Name & Title | Date

Notes
stuff

EAGLE FENCE
★DISTRIBUTING LLC★

Eagle Fence - Tampa
6056 Ulmerton Road
Clearwater, FL, 33760
Phone: 727-475-5006
Web: www.efdistribution.com

Quote

Order No.: 06-023563
Order Date: 10/8/2025
Delivery Date:
Expire Date: 10/11/2025
Customer ID: C000001621
Entered By: Adam Lawrence
Outside Sales Rep:

BILL TO:	SHIP TO:
Diversicon LLC dba West Florida Fence 6500 E Broadway Ave Tampa FL 33619-1725 United States of America Attn: Robert Tolbert Phone: 813-251-5773	Diversicon LLC dba West Florida Fence 6500 E Broadway Ave Tampa FL 33619-1725 United States of America Attn: Robert Tolbert Phone: 813-251-5883

CUSTOMER P.O. NO.	PAYMENT TERMS	FOB POINT
	Net 30 Days	Origin

JOB NAME	SHIP VIA
	Company Truck

NO.	ITEM	DESCRIPTION	QTY.	UOM	PRICE	EXT. PRICE
1	PG401502161P	EF-40 x 1 5/8 x 21'	8	EA	60.0000	480.00
2	491683025220009	9 x 168 x 2 x 25' KT GBW CL4 (1.2oz)	2	ROLL	170.0000	340.00

Total Weight (LB): 799.12

Sales Total:	820.00
Freight & Misc.:	0.00
Processing Fee:	0.00
Tax Total:	61.50
Total (USD):	881.50

This quote is based on a complete order. Pricing could change with deletion of item or items. Client responsible for verifying accuracy of items, quantities and specifications. Returns are subject to a 25% restocking fee. No returns on wood or special orders. There are many state and local sales tax requirements that effect the sales tax calculation such as the ultimate ship from or ship to locations. The final sales tax calculation on your invoice may differ from the one provided on this sales quote or order.

FILE COPY CCD078
ATTACHED FOR REFERENCE

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E., County Administrator

DATE: 3/11/2026 FILE: FAC26-1093

THRU: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

SUBJECT: Jail Expansion - Moss & Associates, LLC - Construction Change Directive CCD078 – Mechanical, Electrical, Framing and Drywall - $220,000.00

FROM: Andrew W. Baxter, Facilities Management Director

On July 14, 2020, the Board of County Commissioners (BCC) approved RFP-KM-20-032, Construction Management at Risk Agreement with Moss for the preconstruction phase of the expansion and renovation of the Pasco County Jail Addition.

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement between Pasco County and the Construction Manager to establish a Guaranteed maximum price and contract time for the work for the Jail Addition Project in the amount of one hundred ninety-two million, five hundred ninety-five thousand and four hundred and ninety-seven dollars. ($192,595,497.00).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement between Pasco County and the Construction Manager to increase the Guaranteed Maximum Price and the project budget for a total of one hundred ninety-eight million, four hundred eighty-four thousand and four hundred ninety-seven dollars ($198,484,497.00), establish and add five million dollars ($5,000,000.00) to Owner's Contingency, and add 102 calendar days to contract time for a final completion date of December 26, 2025.

On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project budget by fourteen million, seven hundred ninety-one thousand, thirteen dollars and fifty-two cents ($14,791,013.52) for a Not to Exceed Amount of two hundred thirteen million, two hundred seventy-five thousand, five hundred ten dollars and fifty-two cents ($213,275,510.52); increase the Owner's Contingency by four million, four hundred sixty-nine thousand, four hundred thirty-one dollars ($4,469,431.00); and add two hundred eighty-four (284) days to the Contract Time for a final completion date of October 6, 2026.

Presented for your review and approval is Construction Change Directive CCD078 in the ROM amount of $220,000.00. This CCD revises twenty-nine (29) drawings across architectural, electrical, mechanical, plumbing, technology, and security disciplines. The work includes adding furring walls and new electrical closets, relocating panels and transformers, updating lighting and power, demolishing and adding VAV units, revising sanitary/storm systems, and adding low-voltage and security routing. The design narrative notes "Added furring walls to conceal relocated sanitary riser piping", and "Relocated electrical panels HNL6, LNL6 and transformer N11 to existing site location, inside of the new electrical closet."

Because this CCD is not yet executed and subcontractor evaluations are ongoing, schedule impacts remain undetermined and have not been included in prior updates. Moss requests the approval of CCD078 to

FILE COPY CCD078
ATTACHED FOR REFERENCE

authorize work and minimize schedule disruption. Refined pricing and schedule updates will be provided as subcontractor feedback is finalized.

This will be funded by the Owner's Contingency.

CCD NO.	CCD ROM	CONTINGENCY	BALANCE
CCD 078	220,000.00	(371,320.50)	(591,320.50)

Facilities Management reviewed CCD078 and found it to be fair and reasonable. Should you concur, please sign, and return the attached documents to Chris Koys at the Facilities Management Department, 4111 Land O'Lakes Blvd., Suite 307, Land O'Lakes, for distribution.

If you have any questions, please contact Jordan Andrews, Project Manager, at 727.247.8543. Thank you.

Approved:

Michael J. Carballa, P.E., County Administrator

3/17/26
Dated

FILE COPY CCD078
ATTACHED FOR REFERENCE

Christine Koys

From: Mike Tippy <mtippy@moss.com>
Sent: Friday, March 6, 2026 2:57 PM
To: Benjamin Harger; Jordan Andrews
Cc: Christine Koys; Jeffrey Sellers; Andrew W. Baxter
Subject: 1112007 PCJE - CCD 78 ROM

Jordan, Ben

I am following up on the ROM pricing for CCD #78 for the for the multidisciplinary changes.

While CCD #78 has yet to be fully executed by Pasco, Moss has reviewed the initial version of the CCD provided by HOK on 2/26/2026 and has prepared the following ROM pricing based on our subcontractor feedback:
ROM Estimate, this CCD is anticipated to be a cost to the Owner in the amount of $220,000.00.

- $70,000 Mechanical
- $135,000 Electrical
- $15,000 Framing and Drywall

This ROM assumes the funding will come from the Owner's Contingency within the existing contract. It does not include the expected cost and impact of additional time or CM markup for fees and insurance. This also assumes no cost from other trades currently on site supporting the directly affected subcontractors.

Please provide the executed CCD, providing us authorization to proceed.

As always, we will work to mitigate any related impact.

Thanks

FILE COPY CCD078
ATTACHED FOR REFERENCE

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Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CCD INFORMATION:
Pasco County Jail Expansion	Contract For: General Construction Date: 05-19-2020	Directive Number: CCD 78 Date: 02/23/2026
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
Pasco County 4111 Land O'Lakes Blvd., Suite 107 Land O' Lakes, FL 34638	Hellmuth, Obata & Kassabaum, Inc. One Tampa City Center, Suite 1800 Tampa, FL 33602	Moss & Associates, LLC 5401 W Kennedy Boulevard, Suite 1060 Tampa, FL 33609

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Modifications are associated with the Jail Expansion updates and clarifications. Refer to the enclosed narrative for additional information.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [ ] Lump Sum unchanged $ 0.00
   - [ ] Unit Price of $ 0.00 per
   - [ ] Cost, as defined below, plus the following fee: 0.00
     (Insert a definition of, or method for determining, cost)
   - [X] As follows: To be determined and provided by Moss at a later date

2. The Contract Time will be unchanged by TBD days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Signature)*	OWNER *(Signature)*	CONTRACTOR *(Signature)*
Eduardo Pabon; Project Architect *(Printed name, title, and license number if required)*	- See attached signature page - *(Printed name and title)*	*(Printed name and title)*
02/23/2026 *Date*	- See attached signature page - *Date*	*Date*

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User Notes:
(68b9a3507715b66c3b708acb)

SIGNATURE PAGE

Douglas S. Anderson for

Approved by Andrew Baxter,
Facilities Management Director

3-16-2026

Dated
CCD078

Approved by Erik K. Breitenbach, P.E., CEM,
Assistant County Administrator
(Internal Services)

17 MAR 26

Dated
CCD078

Approved by Michael J. Carballa, P.E.,
County Administrator

3/17/26

Dated
CCD078

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ATTACHED FOR REFERENCE

Pasco County Jail Expansion

CCD #78

DATE ISSUED: 02/23/2026

Document No. Reference	Document Title Reference	Narrative Description	Notes/Comments
A201G	FLOOR PLAN - LEVEL 1 - AREA G	1. Added furring walls to conceal relocated sanitary riser piping. 2. Adjusted furring wall for existing storm to remain. 3. Removed elevation tag, added chain link fence with door, and added wall to conceal wire trough. Adjusted CMU wall and provided dimension. 4. Added new gyp wall with commercial door to enclose the electrical panels and transformer. 5. Adjusted CMU wall heights and ratings. 6. Added dimensions for nurse/officer station in the clinc. 7. Removed old electrical closet and double doors, added room for electrical panels, added walls and commercial door.	1. Associated with RFI 962. 2. Associated with RFI 963. 3. Associated with RFI 965. 4. Associated with RFI 966. 5. Associated with RFI 967. 6. Associated with RFI 977. 7. Associated with RFI 969.
A201HJ	FLOOR PLAN - LEVEL 1 - AREA H & J	1. Dimension masonry opening for future dryers and indicate security GWB infill panel. 2. Removal of F2AB Wall at Room H106-Storage	1. Associated with RFI 951. 2. Associated with RFI 972.
A202G	FLOOR PLAN - LEVEL 2 - AREA G	1. Adjusted keynote A121 for black out film.	1. Associated with RFI 980.
A220	FINISH GROUP SCHEDULE AND FINISH TYPE LEGEND	1. Revised concrete sealer to include pewter tint in lieu of clear sealer.	1. Associated with RFI 971.
A231G	FFE PLAN - LEVEL 1 - AREA G	1. Revised furniture layout in G181. 2. Adjusted furniture layout due to new electrical closet G119A. 3. Adjusted furniture layout in G116.	1. Associated with RFI 965. 2. Associated with RFI 966. 3. Associated with RFI 969.
A301G	REFLECTED CEILING PLAN - LEVEL 1 - AREA G	1. Adjusted light fixtures and provided dimensions for revised layout.	1. Associated with RFI 965.
A301HJ	REFLECTED CEILING PLAN - LEVEL 1 - AREAS H & J	1. New 2-hour fire-rated GWB shaftwall. 2. Typical slab closure at abandoned existing slab penetration.	1-2. Associated with RFI 955.
A610	INTERIOR ELEVATIONS - LEVEL 1	1. Omitted elevation that was no longer being used.	1. Associated with RFI 965.
A613	INTERIOR ELEVATIONS - LEVEL 1	1. New interior elevation showing CMU laundry equipment openings.	1. Associated with RFI 951.
A942	CEILING DETAILS	1. New shaftwall detail at existing slab penetration. 2. Slab closure detail at abandoned shaft.	1-2. Associated with RFI 955.
E401B	ENLARGED PLANS - ELECTRICAL	1. Relocated electrical panels HNL6, LNL6 and transformer N11 to existing site location, inside of the new electrical closet.	1. Associated with RFI 966.
ED201G	DEMOLITION FLOOR PLAN - LEVEL 1 - AREA G - POWER	1. Relocated electrical panels HNL6, LNL6 and transformer N11 to existing site location.	1. Associated with RFI 966.
EL201G	FLOOR PLAN - LEVEL 1 - AREA G - LIGHTING	1. Added keynote for standalone local dimmer for early turn over to owner. 2. Relocated (2) light fixtures in room G181 for new wire trough area.	1. Associated with RFI 959. 2. Associated with RFI 965.
EP201G	FLOOR PLAN - LEVEL 1 - AREA G - POWER	1. Updated enlarged plan call out to reflect existing electrical gear location. 2. Shifted quad outlet down because of the new electrical closet. 3. Added (1) quad outlet to new location in room G181. 4. Provided 120V circuit to VAV-G1-18 and VAV-G1-19 for controls; using existing local 120V power. 5. Relocated electrical panels from G115A closet to G116 closet.	1-2. Associated with RFI 966. 3. Associated with RFI 965. 4. Associated with RFI 961. 5. Associated with RFI 969.
EP201HJ	FLOOR PLAN - LEVEL 1 - AREA H & J - POWER	1. Relocated (3) safety disconnects for future laundry equipment. 2. Added keynote directing the re-routing of existing conduit for carboard compactor. 3. Provided 120V circuit to VAV-H1-16 for controls; using existing local 120V power.	1. Associated with RFI 960. 2. Associated with RFI 950. 3. Associated with RFI 961.
ET201G	FLOOR PLAN - LEVEL 1 - AREA G - TECHNOLOGY SYSTEMS	1. Added existing site conditions note regarding trace and identifying low-voltage cables. [RFI #931] 2. Added (1) D2 data outlet to new location in room G181. [RFI #965] 3. Relocated (1) D2 data outlet in room G119.	1. Associated with RFI 931. 2. Associated with RFI 965. 3. Associated with RFI 966.
ET202G	FLOOR PLAN - LEVEL 2 - AREA G - TECHNOLOGY SYSTEMS	1. Added existing site conditions note regarding trace and identifying low-voltage cables.	1. Associated with RFI 931.

FILE COPY CCD078
ATTACHED FOR REFERENCE

Document No. Reference	Document Title Reference	Narrative Description	Notes/Comments
M201G	FLOOR PLAN - LEVEL 1 - AREA G - H.V.A.C.	1. New VAV's at LOUNGE X-H102 & VEST. E245, STAFF CIRCULATION G193, & STAFF CORRIDOR G102.	
M201HJ	FLOOR PLAN - LEVEL 1 - AREA HJ - H.V.A.C.	1. New VAV's at LOUNGE X-H102 & VEST. E245.	
M603	SCHEDULES - H.V.A.C.	1. Adjusted VAV schedule as required.	
MD201G	DEMOLITION PLAN - LEVEL 1 - AREA G - H.V.A.C.	1. Demolish existing VAV's at LOUNGE VEST. E245, STAFF CIRCULATION G193, & STAFF CORRIDOR G102.	
MD201HJ	DEMOLITION PLAN - LEVEL 1 - AREA H & J - H.V.A.C.	1. Demolish existing VAV's at LOUNGE X-H102 & VEST. E245	
P201G-A	FLOOR PLAN - LEVEL 1 - AREA G - PLUMBING	1. Revised sanitary and storm systems	1. Associated with RFI 962, 963, and 964.
P201G-B	FLOOR PLAN - LEVEL 1 - AREA G - PLUMBING	1. Revised sanitary and storm systems	1. Associated with RFI 962, 963, and 964.
PD201G-A	DEMOLITION FLOOR PLAN - LEVEL 1 - AREA G - PLUMBING	1. Revised keynote.	1. Associated with RFI 982.
PD201G-B	DEMOLITION FLOOR PLAN - LEVEL 1 - AREA G - PLUMBING	1. Revised keynote.	1. Associated with RFI 982.
PD201HJ-A	DEMOLITION FOUNDATION PLAN - LEVEL 1 - AREA H & J - PLUMBING	1. Revised keynote.	1. Associated with RFI 982.
TY201HJ	FLOOR PLAN - LEVEL 1 - AREA H & J - SECURITY	1. Added keyed note #4 for routing of conduit and cabling to cameras.	1. Associated with RFI 944.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0786 **DATE:** 6/16/2026

SUBJECT: FAC26-1115 - Jail Expansion Construction - Moss & Associates, LLC - Construction Change Directive CCD085 - $49,000.00 - April 30, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. FAC26-1115 - Jail Expansion Construction - Moss & Associates - CCD085

Facilities Management Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Erik Breitenbach		
Andrew Baxter		4/30/26
Jordan Andrews		04.28.26

Routine: ____ Urgent Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Re: Jail Expansion Moss & Assoc. - CCD085 - FAC26-1115

Return via courier to: Chris Koys, Facilities Management C&R, Land O'Lakes Ste. 307

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Erik K. Breitenbach, P.E., CEM,
Assistant County Administrator
(Internal Services)

THRU: Andrew Baxter,
Facilities Management Director

FROM: Jordan M. Andrews,
Project Manager

DATE: 4/28/2026 FILE: FAC26-1115

SUBJECT: Jail Expansion - Moss & Associates - Construction Change Directive CCD085 - Mechanical and Electrical - $49,000.00

On July 14, 2020, the Board of County Commissioners (BCC) approved RFP-KM-20-032, Construction Management at Risk Agreement with Moss for the preconstruction phase of the expansion and renovation of the Pasco County Jail Addition.

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement between Pasco County and the Construction Manager (Agreement) to establish a Guaranteed Maximum Price (GMP) and contract time for the work for the Jail Addition Project (Project) in the amount of one hundred ninety-two million, five hundred ninety-five thousand and four hundred and ninety-seven dollars. ($192,595,497.00).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement to increase the GMP and the Project budget for a total of one hundred ninety-eight million, four hundred eighty-four thousand and four hundred ninety-seven dollars ($198,484,497.00), establish and add five million dollars ($5,000,000.00) to Owner's Contingency, and add 102 calendar days to contract time for a final completion date of December 26, 2025.

On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project budget by fourteen million, seven hundred ninety-one thousand, thirteen dollars and fifty-two cents ($14,791,013.52) for a Not to Exceed Amount of two hundred thirteen million, two hundred seventy-five thousand, five hundred ten dollars and fifty-two cents ($213,275,510.52); increase the Owner's Contingency by four million, four hundred sixty-nine thousand, four hundred thirty-one dollars ($4,469,431.00); and add two hundred eighty-four (284) days to the Contract Time for a final completion date of October 6, 2026.

Presented for review and approval is CCD085 in the ROM amount of $49,000.00. This CCD incorporates revisions to the fire alarm and plumbing systems in Areas H and J, including the added requirement to replace the fire-alarm solenoid valve on the gas line (EF201HJ); installation of a new discharge line for the air compressors to drain to an exterior drywell or French drain (P201HJ-A); revised routing of the gas system and associated materials to meet W.C. requirements for the new and phased-out dryers and existing boiler (P201HJ-B and P560); and demolition of the existing gas solenoid valve as reflected in the updated plumbing demolition plan (PD201HJ-B).

This will be funded from the Owner's Contingency.

CCD NO.	CCD ROM	CONTINGENCY	BALANCE
CCD 085	49,000.00	(111,970.82)	(160,970.82)

Facilities Management has reviewed CCD085 and finds it to be fair and reasonable. Should you concur, please sign, and return the attached documents to Chris Koys at the Facilities Management Department, 4111 Land O' Lakes Blvd., Suite 307, Land O'Lakes, for distribution.

If you have any questions, please contact Jordan Andrews, Project Manager, at 727.247.8543. Thank you.

Christine Koys

From: Mike Tippy <mtippy@moss.com>
Sent: Friday, April 24, 2026 11:34 AM
To: Jordan Andrews; Benjamin Harger
Cc: Andrew W. Baxter; Christine Koys; Jeffrey Sellers
Subject: 1112007 PCJE - CCD 85 ROM

Jordan, Ben,
I am following up on the ROM pricing for CCD #85 for the for the Plumbing and Electrical changes.

While CCD 85 has yet to be fully executed by Pasco, Moss has reviewed the initial version of the CCD provided by HOK on 4/17/2026 and has prepared the following ROM pricing based on our subcontractor feedback:

ROM Estimate, this CCD is anticipated to be a cost to the Owner in the amount of **$49,000.00.**

- $39,000 – Plumbing
- $10,000 – Electrical

This ROM assumes the funding will come from the Owner's Contingency within the existing contract. It does not include the expected cost and impact of additional time or CM markup for fees and insurance. This also assumes no cost from other trades currently on site supporting the directly affected subcontractors.

Please provide the executed CCD, providing us authorization to proceed.
As always, we will work to mitigate any related impact

Thanks,

Moss

April 21, 2026

Andrew Baxter
Pasco County Facilities Director
7220 Osteen Road
New Port Richey, FL 34653
ABaxter@pascocountyfl.net

Sent via FedEx # 8708 7713 1768

RE: Construction Change Directive #85 – Notice of Potential Cost/Time Impact and Request for Additional Time to Provide Pricing
Pasco County Jail Expansion
20201 Central Blvd.
Land O' Lakes, FL 34637

Dear Mr. Baxter,

In accordance with the *Prime Contract, General Conditions, Section 14 - Claims and Disputes*, please allow this correspondence to serve as notice of a potential impact to project Costs and/or Time due to the design changes within Construction Change Directive #85 ("CCD #85"). In addition, Moss requests an extension of the 30-day timeframe to provide its initial cost/time estimate after the associated drawing changes are finalized, for the reasons detailed below.[1] Please note, the potential impacts detailed herein, if any, are exclusive and apart from impacts previously communicated to Pasco County and were not included in any previous schedule updates.

On April 17, 2026, Moss received CCD #85 from HOK which includes revisions to five (5) drawings for the Jail Renovation & Expansion. Generally, the changes are as follows:

- Fire Alarm – 1 sheet;
  - Added note to replace fire alarm solenoid valve on gas line.
- Plumbing – 4 sheets;
  - Added discharge line for air compressors to drain to exterior drywell or French drain.
  - Revised gas system routing and associated materials to coordinate with new and existing dryer and boiler requirements.
  - Updated gas riser diagram to reflect revised system routing.
  - Revised demolition plan to include removal of existing gas solenoid valve.

For Moss to proceed with this work and minimize the resulting cost of the potential schedule impact, it's imperative Pasco Facilities immediately execute CCD #85.

Based on a preliminary review of CCD #85 and the collective number of design changes to date, the proposed revisions will impact Project Costs and Time. Specifically, Moss's electrical, and plumbing subcontractors will incur costs for the changed and/or added scopes and possibly face delays for any necessary rework. In addition, subsequent trades may also be affected by rework. Because CCD #85 has not been finalized or evaluated by Moss's subcontractors, schedule impacts are not fully understood or realized. **Impacts stemming from CCD #85 have not been included in previous schedule updates. As**

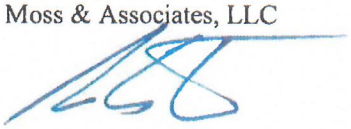
[1] See, *GMP Amendment, Assumptions and Clarifications – Item 44* (Due to current market conditions and supply chain constraints, the Construction Manager shall be entitled to thirty (30) days to provide an initial estimate of costs and time associated with the identification of a change that may have cost or time implications.)

impacts are better understood, they will be communicated to Pasco County through appropriate means and the Project schedule updated to reflect the impacts, if any.

Additionally, as Contract Time continues to be impacted by CCDs (including potentially CCD #85), subcontractor and trade partner resources will be affected. In other words, commitments and rates allocated in reliance on specific start-stop dates—dates that have moved upwards of 12 months—may be affected and the Contract Sum may be impacted by the same. Moss is working to mitigate these impacts.

While Moss will work to mitigate the impacts stemming from CCD #85 and the collective impact of all CCDs to date, in the event we cannot compensate for the resulting costs and/or delay, we are providing the required notice. We appreciate your patience and cooperation in this matter, and please contact me if you have any questions.

Sincerely,
Moss & Associates, LLC



Mike Tippy
Project Executive

Cc: Toby Manulak, Moss
Jeffrey Sellers, Moss
Ben Harger, Sr. Project Manager
Jordan Andrews, Project Manager

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Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CCD INFORMATION:
Pasco County Jail Expansion	Contract For: General Construction Date: 05-19-2020	Directive Number: CCD 85 Date: 04/17/2026
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
Pasco County 4111 Land O'Lakes Blvd., Suite 107 Land O' Lakes, FL 34638	Hellmuth, Obata & Kassabaum, Inc. One Tampa City Center, Suite 1800 Tampa, FL 33602	Moss & Associates, LLC 5401 W Kennedy Boulevard, Suite 1060 Tampa, FL 33609

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Modifications are associated with the Jail Expansion updates and clarifications. Refer to the enclosed narrative for additional information.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [ ] Lump Sum unchanged $ 0.00
   - [ ] Unit Price of $ 0.00 per
   - [ ] Cost, as defined below, plus the following fee: 0.00
     (Insert a definition of, or method for determining, cost)
   - [X] As follows: To be determined and provided by Moss at a later date

2. The Contract Time will be unchanged by TBD days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Signature)*	OWNER *(Signature)*	CONTRACTOR *(Signature)*
Eduardo Pabon; Project Architect *(Printed name, title, and license number if required)*	- See attached signature page - *(Printed name and title)*	*(Printed name and title)*
04/17/2026 *Date*	- See attached signature page - *Date*	*Date*

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User Notes: (68b9a3507715b66c3b708acb)

SIGNATURE PAGE

Approved by Andrew Baxter,
Facilities Management Director

4/30/26
CCD085 Dated

Approved by Erik K. Breitenbach, P.E., CEM,
Assistant County Administrator
(Internal Services)

30 APR 26
CCD085 Dated

Pasco County Jail Expansion

CCD #85

04.17.2026

Document No. Reference	Document Title Reference	Narrative Description	Notes/Comments
EF201HJ	FLOOR PLAN - LEVEL 1 - AREA H & J - FIRE ALARM	Added note to replace fire alarm solenoid valve on gas line	Associated with RFI 1009R1
P201HJ-A	FLOOR PLAN - LEVEL 1 - AREA H & J - PLUMBING	A discharge line has been added for the air compressors to drain into a drywell or French drain on the exterior of the building.	
P201HJ-B	FLOOR PLAN - LEVEL 1 - AREA H & J - PLUMBING	Revised plumbing floor plan to show new routing of the gas system and associated materials in coordination with the W.C. requirements of the new / phase out dryers and existing boiler.	
P560	GAS RISER DIAGRAM - PLUMBING	Revised plumbing gas riser to show new routing of the gas system and associated materials in coordination with the W.C. requirements of the new / phase out dryers and existing boiler.	
PD201HJ-B	DEMOLITION FLOOR PLAN - LEVEL 1 - AREA H & J - PLUMBING	Revised plumbing demolition floor plan to show the removal of the existing GSV.	

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 & 2 **FILE NO.:** NI26-0806 **DATE:** 6/16/2026

SUBJECT: Avalon Park West-Change in Escrow Agent

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0806 Avalon Park West EIA Approval of Change in Escrow Agent

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Mike J. Carballa, P.E., County Administrator
Cathy Pearsall for Mike Carballa

DATE: 05/04/2026 FILE: PDE26-0711

THROUGH: David Allen, P.E., Assistant County Administrator (Development Services) 5/4/26

SUBJECT: Avalon Park West-Change in Escrow Agent

FROM: David H. Engel, MCRP, AICP, Planning, Development and Economic Growth Director

REFERENCES: OEG20-1030

On February 18, 2020, the Board of County Commissioners approved OEG20-1030 Avalon Park West (APW) Economic Development Agreement (EDA), which includes an Ad Valorem Equivalency Grant deposited annually with an Escrow Agent, Akerman, L.L.P. On April 30, 2026, APW formally requested that the County approve a change in Escrow Agent from Akerman, L.L.P. to Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

Pursuant to Article V of the EDA, the County Administrator is authorized to approve any change in Escrow Agent. The County Attorney's Office has reviewed and approved this request.

If approved, the change in Escrow Agent will be effective upon execution of the memorandum. Please sign below to indicate approval.

Thank you.

Cathy Pearsall for Michael Carballa 5-7-26
Approved – Michael J. Carballa, P.E., County Administrator

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Honorable Chairman and Members of the Board of County Commissioners

DATE: 4/2/2026 FILE: CA26-5019

SUBJECT: Delegation of Full Signature Authority – Cathy Pearson, Assistant County Administrator (Public Services) - May 6, 2026 – May 10, 2026

FROM: Mike Carballa, P.E.
County Administrator

REFERENCES: All Commission Districts

This memorandum is to formally advise that I will be out of the office beginning May 6, 2026, through May 10, 2026.

While I am away, Cathy Pearson, Assistant County Administrator (Public Services), will act in my place, having full authority to sign all documents requiring my signature and will be available at your request.

Cathy Pearson, Assistant County Administrator (Public Services)
Phone: 727-516-1937 or Cell: 352-400-1375

Should you need further assistance, please feel free to contact County Administration at 727-847-8115.
MC/ms

cc: The Honorable Nikki Alvarez- Sowles, Esq ., Clerk and Comptroller
Jeffrey Steinsnyder, County Attorney
Assistant County Administrators
Matthew Lazar, Finance Director

COUNTY ADMINISTRATION
West Pasco Government Center | 8731 Citizens Drive, Suite 350 | New Port Richey, FL 34654
mcarballa@mypasco.net | 727-847-8115

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0807 **DATE:** 6/16/2026

SUBJECT: Metropolitan Ministries Community Development Block Grant Agreement Amendment No. 1

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0807 CD26-0112 Metropolitan Ministries Community Development Block Grant Agreement Amendment No. 1

(Department) Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Lynn Nissen	LN	4/24/26
Hilary Bruno	HB	4/27/24
Mari Thieryung	MT	4/27/2026
Cathy Pearson	Brian Nelson	04/27/2026
Robin Rogers	Robin Rogers	4/29/26
Mike Carballa	mjc	5/1/26
Nikki Alvarez-Sowles	NAS	5/7/26

Routine: ____ Urgent __X__ Due Date ASAP

Does Signature need to be attested? Yes __x___ No _____

Description: Memo: (CD26-0112 Metropolitan Ministries CDBG)

Return via courier to: Lynn Nissen, Community Development- Galen Wilson

PASCO COUNTY FLORIDA
OPEN SPACES VIBRANT PLACES

INTEROFFICE MEMORANDUM

DATE: 04/24/2026 FILE NO.: CD26-0112

TO: Mike Carballa, County Administrator

THRU: Cathy Pearson, Assistant County Administrator, Public Services

THRU: Mari Thieryung, Community Development Director

THRU: Hilary Bruno, Community Development Manager

FROM: Lynn Nissen, Community Development Specialist

SUBJECT Amendment 1– Metropolitan Ministries CDBG

BACKGROUND SUMMARY:

On August 5, 2025, the Board of County Commissioners (BCC) approved CD25-0100 which recognized funds allocated to Pasco County through Emergency Services Grant (ESG) funding, Community Development Block Grant Funding (CDBG), approved the 2025-2026 Annual Action Plan, approved the projects recommended for funding, and delegated full authority to the County Administrator to execute project specific agreements on behalf of the BCC.

Metropolitan Ministries has requested an Amendment to their agreement which is currently providing funding for intake services. The agency has recognized limitations with this position. The amended project will allow the agency to use the remaining award funding to support an Outreach Prevention Specialist. This position, developed to provide a greater scope of services for the community, will ensure that clients are assessed according to the Outreach Policies and Procedures with an additional focus on screening clients in need of Financial Special Assistance, Prevention and Diversions in a timely and efficient manner.

Attachment :

1. (2) Copies of the Amendment for signature
2. CD25-0041 – Approval and Execution of Emergency Solutions Grant (ESG) FY26 and Community Development Block grant (CDBG) FY26
3. CD25-0100 - One-Year Action Plan for 2025-2026 and Subrecipient Agreement templates for Community Develpment Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG)
4. 2025 Metropolitan Ministries CDBG Agreement

MT/HB/ln

ACTION:
Sign (2) copies of Amendment 1

Approved for form and legal sufficiency:
4/29/26
Robin Rogers

AMENDMENT NO. 1 TO THE AGREEMENT WITH METROPOLITAN MINISTRIES, INC. FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CFDA NO. 14.218

THIS AMENDMENT to the Agreement between PASCO COUNTY, a political subdivision of the State of Florida (hereinafter, the "COUNTY") and Metropolitan Ministries, Inc., a Florida registered, not-for-profit and Federal 501(c)(3) company (hereinafter, the "SUBRECIPIENT") (collectively, "Parties") for the Community Development Block Grant Program.

WITNESSETH:

WHEREAS, the COUNTY and the SUBRECIPIENT entered into an Agreement effective October 21, 2025, ("Agreement") for the use of Community Development Block Grant Entitlement funds; and

WHEREAS, the Parties wish to amend the Agreement to change the scopes of services in Exhibit A.

NOW THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Recitals. The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this AMENDMENT No. 1.

2. Exhibit A, Paragraph A-2, is hereby amended and replaced with the following:

> **Project**: This project is a Public Services Project. The project will pay for an Outreach Prevention Specialist who works full time in East Pasco. This position will ensure that clients are assessed according to the Outreach Policies and Procedures with an additional focus on screening clients in need of Financial Special Assistance, Prevention and Diversions in a timely and efficient manner. Additionally, this position is responsible for providing resources for clients while properly entering real-time data. The agency anticipates being able to serve 110 LMI households over the two-year grant period. The project budget shall not be utilized for any expenditures for which any Federal or State grant funding has been requested.

3. This Amendment shall be effective the last date all Parties hereto have signed.

4. The terms, covenants, and conditions set forth in the Agreement, except as specifically amended herein, are hereby ratified, approved, and confirmed in their entirety.

5. If there is any conflict between the terms and conditions of the Agreement and the terms and conditions of this AMENDMENT No. 1, this AMENDMENT No. 1 shall prevail.

6. The Parties intend for the Agreement and this AMENDMENT No. 1 to be hereinafter considered and interpreted together as a single contract between the Parties and that the capitalized terms of the Agreement not otherwise defined herein shall have the same meaning as defined in the Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT No. 1 to be executed by their duly authorized representatives.

[S E A L]

ATTEST:

By: _____
Nikki Alvarez-Sowles, Esq.
Pasco County Clerk and Comptroller

Date: 5/7/2026

COUNTY ADMINISTRATOR ON BEHALF OF THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Michael J. Carballa
County Administrator

Metropolitan Ministries, Inc., a not-for-profit corporation:

By: _____
Dr. Sarah Combs, President/CEO

Date: 4-9-2026

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th day of April, 2026 by Dr. Sarah Combs, President/CEO, Metropolitan Ministries, Inc., a Florida not-for-profit corporation, on behalf of the corporation who is personally known to me or has produced the following: Driver Licen Se as identification.

_____
Signature

DeAndra Bolden
Printed Name or Stamp

DeAndra Bolden
Notary Public
State of Florida
Comm# HH380514
Expires 3/29/2027

AMENDMENT NO. 1 TO THE AGREEMENT WITH METROPOLITAN MINISTRIES, INC. FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CFDA NO. 14.218

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WITNESSETH:

WHEREAS, the COUNTY and the SUBRECIPIENT entered into an Agreement effective October 21, 2025, ("Agreement") for the use of Community Development Block Grant Entitlement funds; and

WHEREAS, the Parties wish to amend the Agreement to change the scopes of services in Exhibit A.

NOW THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Recitals. The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this AMENDMENT No. 1.

2. Exhibit A, Paragraph A-2, is hereby amended and replaced with the following:

> **Project**: This project is a Public Services Project. The project will pay for an Outreach Prevention Specialist who works full time in East Pasco. This position will ensure that clients are assessed according to the Outreach Policies and Procedures with an additional focus on screening clients in need of Financial Special Assistance, Prevention and Diversions in a timely and efficient manner. Additionally, this position is responsible for providing resources for clients while properly entering real-time data. The agency anticipates being able to serve 110 LMI households over the two-year grant period. The project budget shall not be utilized for any expenditures for which any Federal or State grant funding has been requested.

3. This Amendment shall be effective the last date all Parties hereto have signed.

4. The terms, covenants, and conditions set forth in the Agreement, except as specifically amended herein, are hereby ratified, approved, and confirmed in their entirety.

5. If there is any conflict between the terms and conditions of the Agreement and the terms and conditions of this AMENDMENT No. 1, this AMENDMENT No. 1 shall prevail.

6. The Parties intend for the Agreement and this AMENDMENT No. 1 to be hereinafter considered and interpreted together as a single contract between the Parties and that the capitalized terms of the Agreement not otherwise defined herein shall have the same meaning as defined in the Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT No. 1 to be executed by their duly authorized representatives.

[S E A L]

ATTEST:

By: _____
Nikki Alvarez-Sowles, Esq.
Pasco County Clerk and Comptroller

Date: 5/7/2026

COUNTY ADMINISTRATOR ON BEHALF OF THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Michael J. Carballa
County Administrator

Metropolitan Ministries, Inc., a not-for-profit corporation:

By: _____
Dr. Sarah Combs, President/CEO

Date: 4-9-2026

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th day of April, 2026 by Dr. Sarah Combs, President/CEO, Metropolitan Ministries, Inc., a Florida not-for-profit corporation, on behalf of the corporation who is personally known to me or has produced the following: driver license as identification.

_____
Signature

DeAndra Bolden
Printed Name or Stamp

DeAndra Bolden
Notary Public
State of Florida
Comm# HH380514
Expires 3/29/2027

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

DATE: August 8, 2025 FILE NO.: **CD25-0041**

TO: Mike Carballa, P.E., County Administrator

THRU: Cathy Pearson, Assistant County Administrator, Public Services

FROM: Charles Lane, Community Development Director

SUBJECT: Approval and Execution of Subrecipient Agreements Emergency Solutions Grant (ESG) FY26 and Community Development Block Grant (CDBG) FY26

BACKGROUND SUMMARY:

On August 5, 2025, the Board of County Commissioners (BCC) approved CD25-0100 which recognized funds allocated to Pasco County through Emergency Services Grant (ESG) funding, Community Development Block Grant Funding (CDBG), approved the 2025-2026 Annual Action Plan, approved the projects recommended for funding, and delegated full authority to the County Administrator to execute any and all documents deemed necessary by the U.S. Department of Housing and Urban Development (HUD) related to the project-specific agreements and agreements between the County and HUD for the use of the ESG funds.

The attached documents, requiring signature by the County Administrator, are required by HUD to finalize the agreement. **Two copies of the Subrecipient Agreement are attached for signature.**

Attachments :

1. ESG Subrecipient Agreement - Coalition for the Homeless of Pasco County, Inc. - Rapid Rehousing
2. ESG Subrecipient Agreement - Coalition for the Homeless of Pasco County, Inc. - HMIS
3. ESG Subrecipient Agreement - ACE Opportunities, Inc. - Emergency Shelter
4. ESG Subrecipient Agreement- Sunrise of Pasco, Inc. - Emergency Shelter
5. ESG Subrecipient Agreement- Catholic Charities DOSP - Felicity House - Emergency Shelter
6. ESG Subrecipient Agreement - Metropolitan Ministries – BrigAIDe – Outreach

1. CDBG Subrecipient Agreement - Coalition for the Homeless of Pasco County, Inc. – Temporary Emergency Housing
2. CDBG Subrecipient Agreement - Good Samaritan Health Clinic – Sleep Apnea Pilot Program
3. CDBG Subrecipient Agreement - Metropolitan Ministries – Miracles of Pasco
4. CDBG Subrecipient Agreement - The Hope Shot – Job Training Skills - Construction
5. CDBG Subrecipient Agreement - Sertoma Speech and Hearing – Speech/Audiology/Hearing aids
6. CDBG Subrecipient Agreement - Community Hope and Intervention Project – Case Manager
7. CDBG Subrecipient Agreement - Fresh Start for Pasco – Rent/Utilities/Operations

PULLED FOR DISCUSSION

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CD25-0100 **DATE:** 8/5/2025

SUBJECT: One-Year Action Plan for 2025-2026, and Subrecipient Agreement Templates for Community Development Block Grant (CDBG), (Services and Development); HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Funds – U.S. Department of Housing and Urban Development – Community Development Block Grant, CFDA No. 14.218; HOME Investment Partnerships, CFDA No. 14.239; Emergency Solutions Grant, CFDA No. 14.231 – No Funding Required

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Charles Lane, Community Development Director

RECOMMENDED BOARD ACTION:

Approve 2025-2026 One-Year Action Plan for the use of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) funds provided by the U.S. Department of Housing and Urban Development (HUD), thereby allowing the Pasco County Community Development Department to submit the required plan to HUD prior to the statutory deadline of August 16, 2025. Approve the Subrecipient Agreement templates for CDBG, HOME and ESG funds provided. Delegate authority to the County Administrator to execute the project-specific agreements on behalf of the Board of County Commissioners (BCC) pursuant to the action plan, including executing the project-specific agreements that have its project budget reallocated to a different funding source or program year. Additionally, delegate full authority to the County Administrator to act on behalf of the County for any purpose described in the agreements, including but not limited to agreement amendments, the authority to provide any necessary notices or to exercise the right to terminate the agreements, or to extend the agreements for thirty-six (36) months, if necessary. Delegate full authority to the County Administrator to execute any and all documents deemed necessary by HUD related to the project-specific agreements and agreements between the County and HUD for the use of these funds. Approve the Subrecipient Land Use Restrictive Agreement (LURA) template, and delegate authority to the County Administrator, with approval from the County Attorney's office, to execute corresponding lien documents, including but not limited to, LURAs, UCC-1 forms, and FLHSMV's notice of lien on behalf of the BCC.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

As an entitlement community, Pasco County receives CDBG, HOME and ESG funds from HUD on an annual basis. HUD determines the amount of each entitlement grant by a statutory formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing, and population growth lag in relation to other Metropolitan Statistical Areas. Every five years, Pasco County is required to write a Consolidated Plan (ConPlan) that identifies affordable housing needs, homeless needs, and community development needs, and to establish priority needs and set goals that will be addressed over the planning period. The BCC is being asked to approve the 2025-2026 Action Plan, which is submitted

annually to HUD outlining the activities that will be undertaken with the grant funds during the next program year to meet the established priorities and goals. The Action Plan must be submitted to HUD by August 16th, or entitlement funds for the next program year will be suspended.

Pasco County has received notification from HUD that the 2025-2026 allocations are as follows: CDBG is $3,160,581.00; HOME is $1,172,493.00; and ESG is $272,372.00.

CDBG, HOME and ESG programs are carried out through Pasco County and various not-for-profit subrecipients. A Review Committee consisting of four community members and three members representing two County branches convened on May 15, 2025, to review applications and arrive at the funding recommendations that were presented on July 2, 2025, at a Public Hearing. The Draft Action Plan and summary of activities were made available for public review and comment beginning June 4, 2025. Notification of the July 2, 2025, Public Hearing was published on June 4, 2025. Comments received during this comment period are included in the Action Plan.

Approval of the Annual Action Plan also includes approval of the appropriation of grant funds for the designated projects set forth in the Annual Action Plan. From time to time due to expenditure deadlines, required set-asides, project overages, or eligibility requirements, a project that has been approved for funding in a specific funding source may need to be changed to a different funding source or program year, which is included in this approval and delegation of authority to the County Administrator. The attached Subrecipient Agreements templates have been reviewed and approved by the County Attorney's Office. The delegation of authority to the County Administrator will significantly decrease the amount of time it takes to fully execute these agreements. Additionally, Land Use Restrictive Agreement (LURA) template has been reviewed and approved by the County Attorney's Office. Approval of the LURA, along with delegation of signatory authority to the County Administrator, will decrease the time it takes to fully execute these corresponding lien documents. All Subrecipient Agreements and LURAs submitted for signature will have had final review by the County Attorney's Office.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. CD25-0100 Fiscal Year 2026 Projects to be Funded
2. CD25-0100 2025-2026 CDBG (Services and Development) Subrecipient Agreement Template - FINAL
3. CD25-0100 2025-2026 ESG Subrecipient Agreement Template - FINAL
4. CD25-0100 2025-2026 HOME Multi-Family Subrecipient Agreement Template - FINAL
5. CD25-0100 Subrecipient Funding LURA FINAL
6. CD25-0100 TBT Notice of Public Hearing

NOTICE OF PUBLIC HEARING
ONE-YEAR 2025-2026 ACTION PLAN
PROPOSED STATEMENT OF HOUSING AND COMMUNITY DEVELOPMENT
OBJECTIVES AND PROJECTED USE OF FUNDS

The U.S. Department of Housing and Urban Development (HUD) has awarded Pasco County entitlement funds to improve the quality of life for low- and moderate-income persons. The Pasco County Community Development Department is preparing the annual One-Year Action Plan as required by HUD, 24 Code of Federal Regulations, Part 91. The One-Year Action Plan serves as the application for program year Federal funds and provides a description of the activities that Pasco County will undertake during the next year to address priority needs and objectives as indicated in the Consolidated Plan. The formula grant programs covered by the Plan include the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG).

A public hearing is scheduled for Wednesday, July 2, 2025 at 2:00 PM and will be held in the Community Development Conference Room located at 8610 Galen Wilson Blvd, Port Richey, FL 34668. The purpose of this hearing is to review the projects to be recommended for funding to the Board of County Commissioners for approval on August 5, 2025 and will be filed with HUD prior to August 16, 2025. Interested parties can contact communitydev@pascocountyfl.net or (727) 834-3447 for additional information. Public comments will be accepted through 5:00 p.m. on July 7, 2025, and should be directed to the Community Development Department at 8610 Galen Wilson Blvd., Port Richey, FL 34668 or via email at communitydev@pascocountyfl.net.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in these proceedings should contact the Community Development Department at (727) 834-3447 at least seven (7) days prior to the date of the hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if hearing or voice impaired, call 711.

MISSION AND OBJECTIVES

MISSION:

Improving the lives of Pasco's citizens through homeless initiatives, neighborhood revitalization, affordable housing and community partnerships using state and federal funding.

SOURCES OF FUNDS

• CDBG	$3,160,581
• CDBG PROGRAM INCOME	$ 500,000
• HOME	$1,172,493
• HOME PRIOR YEAR	$3,000,000
• ESG	$ 272,372
• ESG MATCH	$ 272,372
• **TOTAL**	**$8,377,818**

USES OF CDBG FUNDS

COUNTY FUNDING:

Program Administration	$ 632,116
Acquisition/Demolition/Contingency	$ 260,047
Fair Share Allocation	$ 100,000

CDBG DEVELOPMENT:

Sunrise	$ 67,000
Pasco County Housing Authority	$ 240,000
Sunrise	$ 65,000
Disability Achievement Center	$ 74,000
Catholic Charities PFS	$ 115,000
Coalition for the Homeless	$ 240,000
ACE Opportunities	$ 100,000
Town of St. Leo	$ 49,843
Catholic Charities – Pasco Hope	$ 500,000
East Pasco Meals on Wheels	$ 350,000
Mobile Home Repairs	$ 253,534
Public Facilities Project Delivery	$ 70,000
Housing Rehabilitation Administration	$ 70,000

CDBG SERVICES:

Good Samaritan Health Clinic	$ 15,000
Metropolitan Ministries	$ 102,000
The Hope Shot	$ 50,000
Sertoma Speech and Hearing	$ 25,375
CHIPZ	$ 75,000
Amskills	$ 60,000
Pasco County Human Services	$ 116,712
Fresh Start for Pasco	$ 30,000

USES OF HOME FUNDS

COUNTY FUNDING:

Program Administration	$ 117,249
Contingency Funds	$4,055,243

USES OF ESG FUNDS

Outreach:	
Metropolitan Ministries	$ 83,494
Emergency shelter:	
Ace Opportunities, Inc.	$ 15,000
Catholic Charities (Felicity House)	$ 35,000
Sunrise of Pasco, Inc.	$ 30,000
Rapid Rehousing:	
Coalition for the Homeless	$ 33,949
Homeless Management Information System:	
Coalition for the Homeless	$ 75,000
ESG Match	$ 272,372
TOTAL	**$8,377,818**

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PASCO COUNTY, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Mike Carballa, County Administrator and Distribution

DATE: 4/21/26 FILE: PS26-0008

SUBJECT: Delegation of Signature Authority - Cathy Pearson

FROM: Cathy Pearson
Assistant County Administrator
Public Services Branch

This memorandum is to formally advise that I will be out of the office Thursday, April 23th through Tuesday, April 28th, 2026, returning on Wednesday, April 29th. The following Public Services Department Head will act in my place, signing all documents requiring my signature, and will be available at your request.

Brian Hoben, Community Services Director

Office: 727-847-2411 (or ext. 1891) ***Cell: 727-457-3180***

In the event Brian is unavailable during the time frame above, the following team members listed below are authorized to sign for me and available at your request.

- Paula Baracaldo, Director of Support Services
  Office: 727-834-3704 Cell: 727-326-4116
- Brian Hoben, Community Services Director
  Office: 727-847-2411 (or ext. 1891) Cell: 727-457-3180
- Mari Thieryung, Community Development Director
  Office: 727-516-1928 Cell: 727-602-7759
- Sean McGarvey, Libraries Director
  Office: 727-861-3020 Cell: 727-648-1655
- Gary Herrero, Animal Services Director
  Office: 813-929-1212 (or ext. 1402) Cell: 727-380-3422
- Keith Wiley, Parks, Recreation, Natural Resources Director
  Office: 813-929-2760 Cell: 352-206-9300
- Adam Thomas, Destination Management Organization Director
  Office: 727-847-8129 Cell: 727-514-6574
- Charles (Chuck) Lane, Office of Disaster Recovery Resources Director
  Office: 727-516-1710 Cell: 727-457-3778
- Jannina (Nina) Elkin, Public Transportation Director
  Office: 727-834-3322, Ext. 2859 Cell: 813 385-8300

- Whitney Elmore, Cooperative Extension Director
  Office: 352-518-0156 Cell: 727-267-5442

If you have any questions or concerns, please do not hesitate to contact me or my assistant, April Anderson at aanderson@pascocountyfl.net or office (727)834-3480.

Thank you.

CP/aa

Distribution: County Commissioners
Jeffrey Steinsnyder, County Attorney
Assistant County Administrators
Barbara Hitzemann, Human Resources Director
Public Services Branch Directors
Matt Lazar, Manager of Financial Services
Leah Marquess, Operations Lead - Accounts Payable

NOTICE OF PUBLIC HEARING
ONE-YEAR 2025-2026 ACTION PLAN
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OBJECTIVES AND PROJECTED USE OF FUNDS

The U.S. Department of Housing and Urban Development (HUD) has awarded Pasco County entitlement funds to improve the quality of life for low- and moderate-income persons. The Pasco County Community Development Department is preparing the annual One-Year Action Plan as required by HUD, 24 Code of Federal Regulations, Part 91. The One-Year Action Plan serves as the application for program year Federal funds and provides a description of the activities that Pasco County will undertake during the next year to address priority needs and objectives as indicated in the Consolidated Plan. The formula grant programs covered by the Plan include the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG).

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In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in these proceedings should contact the Community Development Department at (727) 834-3447 at least seven (7) days prior to the date of the hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if hearing or voice impaired, call 711.

MISSION AND OBJECTIVES

MISSION:

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• HOME PRIOR YEAR	$3,000,000
• ESG	$ 272,372
• ESG MATCH	$ 272,372
• **TOTAL**	**$8,377,818**

USES OF CDBG FUNDS

COUNTY FUNDING:

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Rapid Rehousing:	
Coalition for the Homeless	$ 33,949
Homeless Management Information System:	
Coalition for the Homeless	$ 75,000
ESG Match	$ 272,372
TOTAL	**$8,377,818**

AGREEMENT WITH
Metropolitan Ministries Inc, FOR
Intake Services for East and West Pasco County
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA NO. 14.218

THIS AGREEMENT ("Agreement") is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida (hereinafter, the "COUNTY") and Metropolitan Ministries, Inc. , a Florida registered, not-for-profit and Federal 501(c)(3) company (hereinafter, the "SUBRECIPIENT") (collectively, "Parties").

WITNESSETH:

WHEREAS, the COUNTY made application for Community Development Block Grant (CDBG) Entitlement funds from the U.S. Department of Housing and Urban Development, herein referred to as "HUD," under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383; and

WHEREAS, the COUNTY has been awarded Three Million One Hundred Sixty Thousand Five Hundred Eighty One and 00/100 Dollars ($3,160,581.00) in CDBG Entitlement funds along with the anticipated receipt of program income and the potential of reallocating prior years funds; and

WHEREAS, the COUNTY is undertaking certain activities to develop a viable community by providing decent housing, a suitable living environment, and expanding economic opportunities principally for low- and moderate-income persons, as described in the CDBG Program application; and

WHEREAS, the SUBRECIPIENT has requested funds from the COUNTY for the benefit of low- and moderate-income persons, as described in the CDBG Program application; and

WHEREAS, the COUNTY and SUBRECIPIENT desire to enter into an Agreement in accordance with 24 Code of Federal Regulations (CFR), 570 and 2 CFR, 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to

C48

provide the SUBRECIPIENT a sub-award from CDBG funds to carry out Project activities in compliance with the CDBG Program application; and

WHEREAS, the SUBRECIPIENT's use and benefit of CDBG funds is contingent upon execution of Funding Approval Agreement B-25-UC-12-0009 by the COUNTY and HUD; and

WHEREAS, the funding and other COUNTY administration of this Agreement shall be through the Pasco County Community Development Department; and

WHEREAS, to further support and train the SUBRECIPIENT to efficiently carry out the terms and conditions of the written Agreement, the COUNTY will provide the link for HUD Exchange to the SUBRECIPIENT via email communication that emphasizes administrative requirements for internal management and control of financial systems, procurement and contracting, property management and disposition, recordkeeping and reporting requirements, other administrative and program requirements, audits, and closeout of grants as provided for in 2 CFR, 200; and

WHEREAS, Exhibits A, B, and C are essential to this Agreement and are attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE I
RECITALS

The statements contained in the recitation of facts above are true and correct and are hereby incorporated in and made a part of this Agreement.

ARTICLE II
NATIONAL OBJECTIVE PURPOSE

The purpose of this Agreement is to allocate Program Year 2025 CDBG funds so that the SUBRECIPIENT may accept the Project Budget, as defined herein, for the Project as defined herein and administer the Project, more specifically described in Exhibit A; execute Title I of the

Housing and Community Development Act of 1974 (42 United States Code (U.S.C.), 5301, et seq.); and carry out a national objective as set forth in 24 CFR, 570.208. By executing this Agreement and accepting the Project Budget for the Project, the SUBRECIPIENT certifies that the work performed will meet the national objective as further described in Exhibit A.

ARTICLE III
TERM

1. The term of this Agreement ("Term") shall commence on the last date signed by the Parties below ("Effective Date") and shall remain in full force and effect until September 30, 2027, unless earlier terminated as provided herein. Expenditures made from October 1, 2025, through September 30, 2027 ("Project Term") may be reimbursed pursuant to the terms of this Agreement. Notwithstanding the foregoing, no reimbursement shall be made for expenditures during the First Quarter, as defined herein, until the Request for CDBG Reimbursement and Quarterly Performance Report for such period has been entered into Neighborly Software and approved by the COUNTY in accordance with this Agreement. Quarterly Performance reports are due on the progress of the project and the demographic information required by HUD which must be answered in the Neighborly Software Program. Reimbursement requests must be entered into Neighborly with all supporting documentation for payment requests.

2. Upon written request from the SUBRECIPIENT, the Project Term may be extended up to twelve (12) months by the Community Development Director; twenty-four (24) months by the Assistant County Administrator for Public Services; or thirty-six (36) months by the County Administrator. Such extension shall be in writing and dated before the expiration of this Agreement, and an amendment to this Agreement shall not be required. Any extension beyond thirty-six (36) months will require approval by the Board of County Commissioners.

ARTICLE IV
PROJECT BUDGET

1. The SUBRECIPIENT is allocated a total sum of One Hundred Two Thousand and 00/100 Dollars ($102,000.00) by the COUNTY from the COUNTY's CDBG Program award in consideration for performance of the Project, defined herein and further described in Exhibit A.

2. Upon written request, from the SUBRECIPIENT, the Project Budget may be increased up to 20 percent with approval by the Community Development Director and up to 30 percent with approval by the Assistant County Administrator for Public Services. An amendment to this Agreement for such action will not be required; however, the COUNTY will provide a formal written notice of any approved increase in funding to the SUBRECIPIENT. Any increase in the Project Budget of more than 30 percent shall require an amendment and approval by the Board of County Commissioners.

3. The Community Development Director has the discretion to decrease the Project Budget upon written notice to the SUBRECIPIENT. The written notice shall include the revised Budget Amount and the reason for the adjustment.

4. If the Project Budget is less than $250,000.00, a Land Use Restriction Agreement ("LURA") will be entered into by the parties and recorded in the public records of Pasco County for a period up to thirty (30) years. The land and all structures located thereon will be required to be used for a HUD approved program that benefits low to moderate income individuals. The use shall not be changed until the LURA has expired or is otherwise terminated. The LURA may be terminated upon repayment of the Project Budget in full.

5. If the Project Budget is greater than or equal to $250,000.00, the SUBRECIPIENT shall execute a mortgage and note ("Mortgage Documents") in favor of the COUNTY encumbering the property that is the subject of this Agreement.

ARTICLE V
STATEMENT OF WORK

1. Project: SUBRECIPIENT shall utilize CDBG Funds to perform the scope of services set forth in Exhibit A of this Agreement ("Project") for the COUNTY in full and complete accordance with this Agreement. Additional work or equipment may be substituted to the scope of work if it is in the best interest of the Project and will assist in the completion of said Project but shall not increase the Project Budget and must be approved by the Community Development Director. A written request from the SUBRECIPIENT to the Director of Community Development is required and the response whether approved or denied will be supplied via written response from the Director of Community Development.

2. Schedule: The SUBRECIPIENT shall perform the Project in accordance with the Project Schedule and deadlines set forth in Exhibit A.

ARTICLE VI
PERFORMANCE, SUBCONTRACTS, AND AMENDMENTS

1. Performance Monitoring: The COUNTY shall monitor the performance of the SUBRECIPIENT against goals and performance standards as required herein. Substandard performance, as determined by the COUNTY, in its sole and absolute discretion, shall constitute noncompliance of this Agreement. If such substandard performance is not corrected by the SUBRECIPIENT within thirty (30) days after being notified by the COUNTY, in accordance with Article IX, contract suspension or termination procedures may be initiated and enforced in accordance with regulations set forth in 2 CFR 200, Subpart D, and Article IX herein.

2. Procurement Standards: The SUBRECIPIENT shall comply with written procurement procedures in compliance with 24 CFR, 570.502 and applicable Federal law and standards identified in 2 CFR, Part 200, Subpart D (200.318 – 200.326). All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition. Qualification-based procurements, requests for proposals, bid packages

and advertisements shall be subject to COUNTY review and approval before being published. Once the contractor is selected, documentation concerning the selection process for all contracts or subcontracts shall be forwarded to the COUNTY for review and approval prior to the final contract being executed.

3. Laws: The SUBRECIPIENT shall not enter into any contracts or subcontracts in the performance of this Agreement without the written consent of the COUNTY. All contracts or subcontracts made by the SUBRECIPIENT to carry out the Project shall be made in accordance with all applicable Federal, State, and local laws, rules, and regulations stipulated in this Agreement and in strict accordance with all terms, covenants, and conditions in this Agreement. Any worker's services contracted hereunder shall be specified by written contract or agreement and shall be subject to each article set forth in this Agreement.

4. Subcontract Monitoring: The SUBRECIPIENT shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Such summaries and documents shall be submitted to the COUNTY with each Request for CDBG Reimbursement and Quarterly Performance Report to be reported to HUD.

5. Amendments: The COUNTY may, at its discretion, amend this Agreement to conform with Federal, State, or local government guidelines, policies, or available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or the schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by the Parties, except as provided for in Article III and Article IV.

6. Prior County Approvals: The following includes, but is not limited to, activities that require the prior written approval of the COUNTY to be eligible for payment:

a. All requests for proposals/qualifications, bid packages, proposed advertisements, and procurement documentation for services, prior to award.

b. The initiation of new activities not covered by this Agreement or changes in the location or the deletion of any activity/activities

c. Any service(s) or activity/activities other than those described in Article V above.

d. Any proposed revisions to this Agreement.

e. Requests to utilize remaining funds should there be a surplus after work is substantially completed. Requests must be made in writing and signed by an individual with signatory authority.

ARTICLE VII
PAYMENT

The Allocated Sum is payable either by reimbursement to the SUBRECIPIENT in accordance with the terms of this Agreement, or direct payment to the SUBRECIPIENT's vendor upon receipt of the required documents set forth below. Request for payment of the Allocated Sum to the SUBRECIPIENT or vendor shall be submitted via an invoice along with Verifying Documents, defined herein, either quarterly or monthly, entered and uploaded in Neighborly Payment requests must comply with the applicable requirements of 2 CFR, Part 200 and must be uploaded using the Pasco County Community Development Neighborly Software with back-up documentation.

1. The SUBRECIPIENT shall submit to the COUNTY, through its COUNTY Community Development Department, all documents requested by the COUNTY verifying the request for payment, herein "Verifying Documents." First verifying Documents shall be submitted within ninety (90) days of the Effective Date of the Agreement. Verifying Documents shall be submitted to the COUNTY within thirty (30) days from the day the SUBRECIPIENT received

service or performance or supplies from a vendor, quarterly billing will only be accepted if written agreement has been confirmed. Request for payment cannot exceed the invoice from the vendor, and the request for payment must be submitted within forty-five (45) days from receipt of invoice from the vendor. Final request for payment shall be submitted no later than ten (10) days from Project completion as provided for in Exhibit A. Verifying Documents may include, but are not limited to:

a. When CDBG reimbursement is sought for salaries or related benefits for employees, the CFO or senior payroll administrator must audit a reimbursement request before it is submitted.

b. All payroll reimbursements must be at the rate of pay for the position or job performed. Any employee at a higher rate of pay performing duties of a different position with lower rate of pay must bill according to the lower rate of pay. CDBG does not reimburse administrative payroll expenses.

c. Fringe benefits may only be claimed for the portion of salary being requested. Reimbursement is eligible for full time employees. Eligible fringe benefit deductions for reimbursement per pay period include the following: employee medical, HSA (Health Savings Account) – dental – vision – life insurance – sick leave, family leave (must provide documentation for sick leave and family leave) - employee 403b contributions. The eligible fringe benefits deductions for reimbursement are calculated at employer responsibility FICA at 7.65% multiplied by gross pay. An agency summary must be provided clearly highlighting each employee and the benefits sought for reimbursement.

d. Proof of attending all required training as assigned, which includes but not limited to, Case Management, Invoicing and Reimbursement Requests, and Homeless Management Information System (HMIS).

e. Timesheets must be kept identifying all funding sources for the employee. CDBG and other activities undertaken by the employee must be documented on the timesheet with the date, times and the number of hours worked. Timesheets must differentiate between hours charged to CDBG and hours not charged to CDBG, must document the specific CDBG-related activity worked on, and the date and number of hours worked. Timesheets may be signed physically or electronically by both the employee and an individual with signatory authority (supervisor) pursuant to the governing documents of the SUBRECIPIENT (i.e., corporate bylaws or resolution), and all applicable cancelled checks (front and back) or a bank statement, if the cancelled checks are not legible, are required. Include the employee's name and the eligible gross wages and benefits being requested for reimbursement for each employee. A pay register or pay stub is required for salary reimbursement. No mileage or cellular phone reimbursement shall be paid from CDBG funds. No administrative payroll charges will be reimbursed with CDBG funds. If health or other benefits are being reimbursed, proof of those items must be included in the invoice.

f. When reimbursement is sought for services or materials, a copy of the applicable invoice or receipt for materials or services for each eligible expense. Invoices must include a description of materials or services purchased. A cost is eligible for the CDBG Program only if the cost is necessary to the overall completion of the Project. If there is a disagreement between the Parties regarding whether an item was necessary to the overall completion, the final decision shall be made by the COUNTY. Documentation of eligible costs shall include a copy of the front and back of the cancelled check, bank statement, or credit card statement

used in payment, reconciled to the applicable expense. For construction projects, copies of all applicable permits are required as well as a notice to proceed with the contractor. Also, all Davis- Bacon certified payroll sheets are required for construction projects, as applicable.

g. When direct payment to vendor is sought for services or materials; a copy of the applicable invoice or sales contract for each eligible expense is required.

2. Within ten (10) working days of receipt of Verifying Documents, the COUNTY shall, in its sole discretion, determine if the Verifying Documents or any portion of them are acceptable and in strict compliance with the purpose, national objective, and laws stated herein and approve them for payment. If the COUNTY determines that there are any errors in the Verifying Documents, the COUNTY shall notify the SUBRECIPIENT within ten (10) working days of receipt of the Verifying Documents. The SUBRECIPIENT shall submit corrected Verifying Documents within ten (10) working days of receipt of notice from the COUNTY. Payment shall not be made for any Verifying Documents that contain errors, as determined by the COUNTY.

3. Upon determination by the COUNTY that Verifying Documents are approved, the COUNTY will initiate the payment process in accordance with Section 218.73-74, Florida Statutes, considered due upon receipt by the Clerk & Comptroller's Office and paid upon approval by the COUNTY. The COUNTY reserves the right to delay any payment request for Verifying Documents containing errors until such errors are corrected to the satisfaction of the COUNTY.

4. In no event shall the COUNTY be obligated to reimburse for any Verifying Documents submitted to the COUNTY more than sixty (60) days after the SUBRECIPIENT receives the Verifying Documents from the vendor.

5. The SUBRECIPIENT may submit eligible pre-award costs with Verified Documents within thirty (30) days of Effective Date of the Agreement.

6. Payments shall be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR, Part 200, as applicable.

7. If applicable, Program Income as defined herein must be disbursed before the SUBRECIPIENT requests funds from the COUNTY.

8. If any costs are disallowed up to five (5) years after expiration of this Agreement or until HUD closes out the Project, whichever occurs later, and the COUNTY is forced to reimburse the CDBG Program or HUD, then the SUBRECIPIENT shall reimburse the COUNTY for the said costs.

9. Within ten (10) days after Project completion, the SUBRECIPIENT shall submit the final request for payment for all eligible expenditures not previously invoiced. The COUNTY shall not be responsible for payments of any charges, claims, or demands of the SUBRECIPIENT not received within the said ten (10) day period; however, such time may be extended at the COUNTY's discretion not to exceed a period of thirty (30) days, provided the delay in its submission is not caused by any fault or negligence of the SUBRECIPIENT.

Applicable ☒ N/A ☐

ARTICLE VIII
CONTINUITY OF SERVICE

1. The SUBRECIPIENT and the COUNTY acknowledge and agree that, in addition to all other terms, covenants, and conditions herein, the SUBRECIPIENT shall be obligated to use the property that is the subject of the Project herein ("Property") in a manner strictly consistent with Exhibit A, and as further indicated in a LURA(s) or Mortgage Documents between the COUNTY and the SUBRECIPIENT, to be recorded in Pasco County's Official Records encumbering the Property. This Article VIII shall survive any expiration or termination of this Agreement and shall be subject to the terms and conditions set forth in the LURA or Mortgage Documents encumbering the Property. The LURA or Mortgage Documents shall encumber the Property for thirty years. If prior to the expiration of the LURA or Mortgage Documents, the land

is sold or no longer used to benefit low-moderate income persons the Project Budget shall be repaid by the SUBRECIPIENT.

2. If the COUNTY and the SUBRECIPIENT determine, after consultation with affected citizens, that it is appropriate to change the use of the Property to a use which does not strictly adhere to Exhibit A, the SUBRECIPIENT may retain or dispose of the Property for such changed use only after the COUNTY's CDBG Program Project Budget has been reimbursed.

3. If the change of use occurs after HUD's closeout of the COUNTY's CDBG Program, the provisions governing income from the disposition of the real property in 24 CFR, 570.504(b)(4) or 570.504(b)(5), as applicable, shall apply to the use of funds reimbursed. Reimbursement shall be from the SUBRECIPIENT to the COUNTY for the CDBG Program Fund. In the event of such a disposition process, specific instructions for the sale of the Property will be provided to the SUBRECIPIENT by the COUNTY. Following the reimbursement of the Project Budget and any applicable Program Income (pursuant to Article X), the Property will no longer be subject to any CDBG Program requirements.

ARTICLE IX
SUSPENSION AND TERMINATION

1. Termination: The COUNTY may terminate this Agreement with cause immediately upon written notice to the SUBRECIPIENT. Cause shall include, but is not limited to, SUBRECIPIENT's failure to strictly comply with 24 CFR, 570.502 and 570.503, all applicable Federal, State, and local laws, rules and regulations, default on any of the terms and conditions of this Agreement, failure to adhere to the Project Schedule set forth in Exhibit A, or any substandard performance by the SUBRECIPIENT. Substandard performance shall be any performance indicated by Verifying Documents but not reflected in the actual performance of the Project. In the event of substandard performance, the COUNTY shall notify the SUBRECIPIENT in writing of such substandard performance, and the SUBRECIPIENT shall take corrective action within a reasonable time, but in no event later than thirty (30) days from receipt of the notice from

the COUNTY. In the event of termination pursuant to this paragraph, the Subrecipient shall repay the Allocated Sum to the County within 30 days of the effective date of the termination.

a. The SUBRECIPIENT may terminate this Agreement with cause upon thirty (30) days prior written notice to the COUNTY if SUBRECIPIENT is unable to start the project or if the SUBRECIPIENT has filed to dissolve the business. However, any portion of the Project Budget previously paid to the SUBRECIPIENT shall be repaid to the COUNTY within 60 days of SUBRECIPIENT's notice of termination.

b. The COUNTY may terminate this Agreement with cause upon a thirty (30) days written notice to the SUBRECIPIENT if the SUBRECIPIENT fails to commence work as outlined in this Agreement within ninety (90) days of the Effective Date and such delay is not excused by mutual written agreement of the Parties. Any portion of the Project Budget previously paid to the SUBRECIPIENT shall be repaid to the COUNTY within 60 days of SUBRECIPIENT's notice of termination.

c. In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

2. Suspension: In lieu of termination upon a finding of cause, as defined in this article, the COUNTY may suspend this Agreement and withhold any payment of the Project Budget until such time as the SUBRECIPIENT is found to be in compliance by the COUNTY.

3. Mutual Termination: Upon issuance of final payment and the County's acceptance of all required closeout documentation, this Agreement may be terminated upon mutual written agreement by the parties.

ARTICLE X
PROGRAM INCOME

The SUBRECIPIENT shall record the receipt and expenditure of Program Income, as defined in 24 CFR, 570.500(a) and (b) ("Program Income"), as part of the financial transactions of the grant funded Project. The use of Program Income by the SUBRECIPIENT shall comply with the requirements set forth in 24 CFR, 570.504. The SUBRECIPIENT may use Program Income during the Term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program Income on hand. The SUBRECIPIENT shall submit a quarterly report with a detailed accounting of the receipt and use of Program Income to the COUNTY in accordance with HUD requirements. All unused Program Income with interest shall be returned to the COUNTY at the end of the Term. The COUNTY shall return these monies to HUD.

ARTICLE XI
REVERSION OF ASSETS

Upon expiration or termination of this Agreement, the SUBRECIPIENT shall transfer to the COUNTY any Project Budget or Program Income funds that have not been expended for the Project pursuant to this Agreement. Any real property under the SUBRECIPIENT's control that was acquired or improved, in whole or in part, with the Project Budget in excess of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) will be covered by the regulations specified in 24 CFR, 570.503(b)(7).

ARTICLE XII
NOTICES

Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party

to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) days following the date mailed by Registered or Certified Mail, Postage Prepaid, Return Receipt Requested to the authorized representative of the recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

PASCO COUNTY
Community Development Director

Pasco County Community Development Department
8610 Galen Wilson Blvd.
Port Richey, FL 34668
(727) 834-3447

SUBRECIPIENT
Dr. Sarah Combs,
President/CEO
Metropolitan Ministries, Inc.
2002 North Florida Avenue
Tampa, FL 33602
727-937-3268
SAM NO. HJNGKYWTDKE5

ARTICLE XIII
INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall, at all times, remain an independent contractor with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance.

ARTICLE XIV
SCRUTINIZED COMPANIES

1. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services of:

   a. Any amount if, at the time of bidding on, submitting a proposal for, or entering or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering or renewing such contract, the company:

i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

ii. Is engaged in business operations in Cuba or Syria.

2. By signing this Agreement, the Consultant certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The Consultant agrees to notify the County if placement on any of the aforementioned lists occurs or if the Consultant is engaged in a boycott of Israel or has business operations in Cuba or Syria.

The County may terminate this Agreement if the Consultant's certification above is found to be false; it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or it has been engaged in business operations in Cuba or Syria. In addition to possible termination of this Agreement based on the above grounds, the County will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

ARTICLE XV
COUNTY RECOGNITION

The SUBRECIPIENT shall ensure recognition of the role of the COUNTY in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be permanently labeled as to the funding source. In addition, the SUBRECIPIENT shall include in all its publications a reference to the support provided herein through the CDBG Program and made possible with funds provided under this Agreement by the Pasco County Board of County Commissioners.

ARTICLE XVI
UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with 24 CFR, 570.502, 570.503, and 570.610, and adhere to accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT shall administer the Project in conformance with 2 CFR, 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as amended, and in accordance with 24 CFR 570.502, as appropriate, to ensure substantial adherence to the applicable accounting principles and procedures required therein, utilization of adequate internal controls, and the maintenance of necessary source documentation for all costs incurred.

ARTICLE XVII
RECORDS TO BE MAINTAINED

1. Maintenance of Records:

   a. The SUBRECIPIENT shall maintain all records required by Federal regulations specified in 24 CFR, 570.506 and 2 CFR, 200 that are pertinent to the Project herein funded by the Project Budget. Such records shall include, but are not limited to:

      i. Application requesting Project funding.

      ii. Executed Subrecipient Agreement approving the Project, including any amendments to this Agreement.

      iii. Records providing a full description of each activity undertaken.

      iv. Records demonstrating that the activity meets the national objective described herein.

      v. Records demonstrating eligibility of work performed to be paid by the Project Budget.

      vi. Records documenting the acquisition, improvement, use, or disposition of real property acquired or improved with the Project Budget, if applicable.

vii. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG Program, if applicable.

viii. Financial records as required by 24 CFR, 570.502, 570.610, 2 CFR, 200, and all Financial Management standards as specified in Exhibit B.

ix. Records documenting compliance with Subpart K of 24 CFR, 570.

x. Records documenting compliance with 24 CFR Part 75.

xi. Copy of Request for CDBG Reimbursements and Quarterly Performance Reports submitted as required herein.

b. The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold with CDBG funds. Properties retained shall continue to meet the eligibility criteria and shall conform to the "changes in use" and restrictions specified in 24 CFR, 570.505.

c. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information including ethnicity, race, gender, and head of household, and a description of services provided. Such information shall be made available to the COUNTY for review upon request.

2. Retention of Records: The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, after the resolution of all Federal audit findings, or until the note and mortgage associated with this Agreement are satisfied, whichever occurs later. Records for nonexpendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

3. Public Records: The SUBRECIPIENT shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the SUBRECIPIENT shall: (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of the Agreement if the SUBRECIPIENT does not transfer the records to the COUNTY; and (d) upon completion of the Agreement, transfer, at no cost to the COUNTY, all public records in possession of the SUBRECIPIENT. Upon transfer, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

ADMINISTRATIVE ASSISTANT
PASCO COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
8610 GALEN WILSON BLVD.
PORT RICHEY, FLORIDA 34668
TELEPHONE: (727) 834-3447
FACSIMILE: (727) 834-3450
EMAIL: COMMUNITYDEV@PASCOCOUNTYFL.NET

Under Florida law, a SUBRECIPIENT who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida

Statutes, and such non- compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

4. Inspector General: In those instances where State funding is involved, the SUBRECIPIENT and its subcontractors must agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055 (5), Florida Statutes. By entering into this Agreement, the SUBRECIPIENT certifies that they understand and will comply with this provision.

5. Access to Records: The COUNTY and the Comptroller General of the United States or any of their authorized representatives shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant in order to make audits, examinations, excerpts, and transcripts. The right of access shall last as long as any record is required to be retained. The SUBRECIPIENT, its employees, or agents shall provide access during the Term to all related records and documents for accounts placed with the SUBRECIPIENT by the COUNTY at reasonable times to the COUNTY, its employees or agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the COUNTY.

ARTICLE XVIII
AUDITS AND MONITORING

1. In the event that the SUBRECIPIENT expends Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) or more in Federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR, 200, Subpart F, Audit Requirements, as revised. In determining the Federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of Federal awards, including Federal resources received from the COUNTY. The determination of amounts of

Federal awards expended must be in accordance with the guidelines established by 2 CFR, 200.502, as revised. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with the provision of 2 CFR, 200, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Subsection 1 above, the COUNTY shall:

a. verify that the SUBRECIPIENT has fulfilled the requirements relative to audit responsibilities as provided in 2 CFR, 200, Subpart F, and that the required audit(s) are completed within nine (9) months of the end of the SUBRECIPIENT's fiscal year;

b. issue a management decision on audit findings within six (6) months after receipt of the SUBRECIPIENT's audit report; and

c. ensure that the SUBRECIPIENT takes timely and appropriate action on all audit findings. If the SUBRECIPIENT is unable or unwilling to have the required audits, the COUNTY shall take the appropriate action using sanctions as provided for in 2 CFR, 200.

3. In the event that the SUBRECIPIENT expends less than Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) in Federal awards in its fiscal year, the SUBRECIPIENT is exempt from the Federal audit requirements for that year, but records must be available for review or audit by HUD, the COUNTY, the Government Accountability Office, or their authorized representatives.

4. If the SUBRECIPIENT is not subject to the audit requirements found at 2 CFR, 200, Subpart F, a financial report in accordance with FAS Statement No. 117, Financial Statement of Not-for-Profit Organizations, as amended, shall be submitted to the COUNTY within 30 days after the end of its fiscal year.

5. In addition to review of audits conducted in accordance with 2 CFR, 200, Subpart F, or financial reports conducted in accordance with FAS Statement No. 117, the COUNTY shall

monitor the performance of the SUBRECIPIENT as necessary to ensure that the subaward is used for authorized purposes, is in compliance with Federal statutes, regulations, and the terms and conditions of the subaward, and that the performance goals are achieved for the duration of the Agreement.

6. Monitoring provides information for making informed judgment about program effectiveness and management efficiency, as well as identifying internal weaknesses that may contribute to fraud or abuse. The monitoring procedures established for the SUBRECIPIENT may include, but are not limited to, on-site visits by the COUNTY or HUD; limited-scope audits as defined by 2 CFR, 200, as revised; submittal and review of financial management statements as defined by FAS Statement No. 117, performance reports; and other procedures as determined necessary.

7. By entering into this Agreement, the SUBRECIPIENT agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the COUNTY and/or HUD. In the event the COUNTY or HUD determines that more than a limited-scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by the COUNTY or HUD to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the COUNTY, Chief Financial Officer, or Auditor General.

8. A copy of the audit or financial management report must be provided to the Community Development Department within thirty (30) days after receipt by the SUBRECIPIENT.

9. This Article XVIII shall survive any termination, cancellation, or expiration of this Agreement.

ARTICLE XIX
PERSONNEL AND PARTICIPANT CONDITIONS

1. Civil Rights:

   a. Compliance: The SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; the Age Discrimination Act of 1975, as amended; Executive Order 11063, as amended; and Executive Order 11246, as amended.

   b. Nondiscrimination: The SUBRECIPIENT shall comply with nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR, 570.607, Executive Order 13279, as amended, and all other applicable laws, rules, and regulations. The SUBRECIPIENT shall not discriminate against any person on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices prohibit such discrimination. Such employment practices include, but are not limited to, the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT shall post, in conspicuous places available to employees

and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

c. Rehabilitation Act of 1973, Section 504: The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., 794, and 24 CFR, Parts 8 and 9), as amended, which prohibits discrimination against individuals with disabilities in any federally assisted program. The COUNTY will provide the SUBRECIPIENT with assistance regarding guidelines necessary for compliance with that portion of the regulations during the term of this Agreement; however, it shall remain the SUBRECIPIENT's responsibility to ensure compliance.

2. Affirmative Action:

a. Approved Plan: The SUBRECIPIENT agrees that it shall be committed to carry out its activities pursuant to the COUNTY's specifications and to the Affirmative Action program in keeping with principles as provided in the President's Executive Order 11246 of September 24, 1965, as amended. Such information shall be made available to the CDBG Program Administrator for review upon request.

b. Women and Minority-Owned Businesses: The SUBRECIPIENT will make every effort to afford women-owned and minority-owned business enterprises the maximum practical opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority-owned and women-owned business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by subcontractors regarding their status as minority and women-owned business enterprises in lieu of an independent investigation.

c. Access to Records: The SUBRECIPIENT shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the COUNTY, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

d. Inspector General: In those instances where State funding is involved, the RECIPIENT and its subcontractors must agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055 (5), Florida Statutes. By entering into this Agreement, the SUBRECIPIENT certifies that they understand and will comply with this provision.

e. Notifications: The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice from the SUBRECIPIENT's contracting officer advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

f. Equal Employment Opportunity and Affirmative Action Statement: The SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative-Action employer.

g. Subcontract Provisions: The SUBRECIPIENT shall include the provisions of Subsection 1-a, Civil Rights, and Subsection 2- a-f, Affirmative Action, in

every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

3. Employment Restrictions:

a. Prohibited Activities: The SUBRECIPIENT shall not use any portion of the Project Budget or personnel employed to carry out this Agreement for political activities, inherently religious activities, lobbying, political patronage, or nepotism activities.

Applicable ☐ N/A ☒

b. Labor Standards: The SUBRECIPIENT shall comply with the Davis-Bacon Act, as applicable, the provisions for Contract Work Hours and Safety Standards Act (40 U.S.C., 327, et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as such acts apply to the performance of this Agreement. The SUBRECIPIENT further shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C., 874, et seq.). The SUBRECIPIENT shall maintain documentation demonstrating compliance with the wage and hour requirements of this subsection. Such documentation shall be made available to the COUNTY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all subcontractors engaged under contracts in excess of Two Thousand and 00/100 Dollars ($2,000.00) for construction, renovation, or repair of any building, or work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such Agreements.

With the applicable requirements of the regulations of the United States Department of Labor under 29 CFR, Parts 1, 3, 5, 6, and 7, governing the payment of wages and ratio of apprentices and trainees to journeymen provided, if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require language to be inserted in full in all such contracts subject to such regulations and provisions, meeting the requirements of this article.

Applicable ☒ N/A ☐

c. Section 3 Clause:

i. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, the regulations set forth in 24 CFR, 75, and applicable rules and orders issued hereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided under this Agreement and is binding upon the COUNTY, the SUBRECIPIENT, and any subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the SUBRECIPIENT, and any subcontractors, their successors and assignees to those sanctions specified by the COUNTY's agreement with HUD through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with the Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended (12 U.S.C., 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the Project area, in contracts for work in connection with the Project, and the award to business concerns which are located in or owned in substantial part by persons residing in areas of the Project."

ii. Notifications: The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining Agreement or contract or understanding, if any, a notice advising the said labor organization or worker's representative of its commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iii. Subcontracts: The SUBRECIPIENT will include the Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the COUNTY or the Federal government. The SUBRECIPIENT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of the regulations at 24 CFR, 75, and will not subcontract unless the subcontractor has first provided the SUBRECIPIENT with a preliminary statement of ability to comply with these requirements.

4. Conduct:

a. Hatch Act: The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest: The SUBRECIPIENT shall abide by the provisions of 24 CFR, 570.611 and 2 CFR, 200.112. The SUBRECIPIENT shall maintain no present or future financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement as indicated in 2 CFR, 200.318. The SUBRECIPIENT further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict-of-interest provisions apply to any person who is a person, agent, consultant, officer, elected official or appointed official of the COUNTY, or of any designated public agencies or developers that are receiving funds under the CDBG Program.

c. Lobbying: The SUBRECIPIENT hereby certifies:

i. No Federal appropriated funds have been paid by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the SUBRECIPIENT shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

iii. The SUBRECIPIENT shall require that the language of the Anti-Lobbying Certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub- grants, and contracts under grants, loans, and cooperative Agreements), and shall certify and disclose accordingly.

d. Copyright: In the event the performance of this Agreement results in any copyrighted material or inventions, the COUNTY reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work or material for governmental purposes.

e. Religious Activities: The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 CFR, 570.200(j)

ARTICLE XX
ENVIRONMENTAL CONDITIONS

1. Air and Water: The SUBRECIPIENT agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C., 7401, et seq.

b. Federal Water Pollution Control Act, as amended; 33 U.S.C., 1251, et seq., as amended; and 33 U.S.C., 1318, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in the said Sections 114 and 308, and all regulations and guidelines issued thereunder.

c. Environmental Protection Agency Regulations pursuant to 40 CFR, 50, as amended.

d. National Environmental Policy Act of 1969, as amended.

e. HUD Environmental Review Procedures (24 CFR, 58).

2. Lead-based Paint: The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD's Lead-Based Paint Regulations in 24 CFR, 570.608, 24 CFR, 35, and in particular, Subpart B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paints and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based poisoning.

3. Historic Preservation: The SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C., 470), and the procedures set forth in 36 CFR, 800, Advisory Council on Historic Preservation Procedures, for protection of historic properties insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for rehabilitation and demolition of all properties built fifty (50) years ago to assess how the activity could affect historic property listed in, or eligible for, the National Register of Historic Places.

4. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C., 4001), the SUBRECIPIENT shall obtain and maintain flood insurance under the National Flood Insurance Program for any activities located in an area identified by the Federal Emergency Management Act as having special flood hazards.

ARTICLE XXI
CONTRACT LIABILITY

The COUNTY shall not be liable to any person, firm, or corporation who contracts with, or provides goods or services to, the SUBRECIPIENT in connection with the services as agreed to perform hereunder or for debts or claims accruing to such parties against the SUBRECIPIENT; and there is no contractual relationship either expressed or implied between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the SUBRECIPIENT as a result of the SUBRECIPIENT's services to the COUNTY hereunder.

ARTICLE XXII
INDEMNIFICATION

The SUBRECIPIENT shall defend, hold harmless, and indemnify the COUNTY and all of its officers, agents, and employees, whether current or former, from and against any and all actions, claims, liabilities, losses, damages, costs, attorney's fees, charges, or expenses of whatever kind or nature which the COUNTY may sustain, suffer, incur, or be required to pay by reason of the loss of any monies paid to the SUBRECIPIENT resulting out of fraud, defalcation, dishonesty, or failure of the SUBRECIPIENT to comply with the Housing and Community Development Act of 1974 and its regulations; or arising out of any act, action, neglect, or omission during the performance of this Agreement, any part thereof, or work performed hereunder, whether direct or indirect; or by reason or result of injury caused by the SUBRECIPIENT's or subcontractor's willful or negligent maintenance or supervision of the property or work performed; or by reason of a judgment over and above the limits provided by the insurance required under Article XXIII of this Agreement; or by any defect in the condition or construction of the Project if the Project was inspected and accepted by the SUBRECIPIENT, whether or not due to, or caused

by negligence of the COUNTY or any of its agents and employees. Only a final adjudication judgment finding the COUNTY solely negligent shall excuse performance of this provision by the SUBRECIPIENT. The SUBRECIPIENT shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. This Article XXII shall survive any termination, cancellation, or expiration of this Agreement.

Applicable ☒ N/A ☐

ARTICLE XXIII
INSURANCE

1. The SUBRECIPIENT shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the SUBRECIPIENT's operation and use of any real property and any building, shelter, or similar structures thereon (hereinafter referred to as "Premises"). The cost of such insurance shall be borne by the SUBRECIPIENT.

2. The SUBRECIPIENT shall not enter or occupy the Premises until it has obtained all insurance required herein and such insurance has been approved by the COUNTY as provided herein.

3. The SUBRECIPIENT shall furnish certificate(s) of insurance on the form required by the COUNTY to the COUNTY (Attention: Pasco County Community Development Director, 8610 Galen Wilson Blvd., Port Richey, Florida 34668). The certificate(s) shall clearly indicate the SUBRECIPIENT has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days' prior written notice as provided below. The certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY reserves the right to require complete, certified copies of all required policies at any time. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by Certified Mail, Return Receipt

Requested, has been given to the COUNTY to the attention of the Pasco County Community Development Director. In the event the insurance coverage expires prior to the termination or end of this Agreement, a renewal certificate shall be issued thirty (30) days prior to the expiration date. Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of the liability and obligations under this Agreement. Neither approval by the COUNTY or a failure to disapprove insurance certificates or policies furnished by the SUBRECIPIENT shall release the SUBRECIPIENT of full responsibility for all liability or its obligations under this Agreement.

4. All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida, shall have an "A" policyholders' rating, shall have a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide, and shall be satisfactory to the COUNTY. All policies of insurance required by this Agreement shall be primary insurance with respect to the COUNTY, its officials, agents, and employees. Any insurance or self-insurance maintained by the COUNTY, its officials, agents, or employees shall be in excess of the SUBRECIPIENT's insurance and shall not contribute with it. All policies of insurance required by this Agreement, except workers' compensation, shall specifically provide that the COUNTY shall be an "additional insured" under the policy and shall contain a Severability of Interests provision. All insurance policies required herein, and all provisions hereof shall apply to all operations, activities, or use by the SUBRECIPIENT or by anyone employed by or contracting with the SUBRECIPIENT, and it is the SUBRECIPIENT's responsibility to ensure that any contractor, subcontractor, or anyone directly or indirectly employed by any of them complies with those insurance provisions and that the COUNTY is an "additional insured" on such policies. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY and are the responsibility of the SUBRECIPIENT. The minimum types and limits of coverage to be carried by the SUBRECIPIENT shall be as follows:

a. Workers' Compensation and Employer's Liability:

If the SUBRECIPIENT falls under the State of Florida Workers' Compensation law, the SUBRECIPIENT shall provide coverage for all employees. The coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include the employer's liability with a limit of One Hundred Thousand and 00/100 Dollars ($100,000.00) for each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees.

b. Comprehensive General Liability:

Shall include premises and/or operations, broad form property damage, independent contractor, contractual liability, and fire legal liability, and shall be written on an "occurrence basis." In the event SUBRECIPIENT is only able to secure coverage on a "claims-made basis," the SUBRECIPIENT shall be obligated, by virtue of this Agreement, to maintain tail coverage in effect with no less limits of liability, nor any more restrictive terms and/or conditions, for a period of three (3) years from expiration or termination of this Agreement.

c. Bodily Injury and Personal Injury, Including Death:

- $1,000,000.00 each person;
- $2,000,000.00 aggregate;
- $1,000,000.00 each occurrence;
- $2,000,000.00 aggregate.

ARTICLE XXIV
MAINTENANCE AND REAL PROPERTY PROTECTIONS

1. The COUNTY may inspect, or have inspections performed on its behalf, property acquired by the SUBRECIPIENT pursuant to this Agreement or property under the

SUBRECIPIENT's control pursuant to this Agreement ("Real Property") for structural integrity and safety.

2. The SUBRECIPIENT is required to maintain the Real Property and structures located thereon in a condition that meets all current Federal, State, and local housing, safety, and health standards.

3. The SUBRECIPIENT shall not mortgage or otherwise encumber title to the Real Property by utilizing the Real Property as collateral for any type of lien, note, mortgage, debt obligation, or security agreement without prior written approval from the Program Administrator. The SUBRECIPIENT shall not subject the title to the Real Property to any liens or grants; the making of any Federal loan; the entering into of any cooperative agreement; or to the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement without prior written approval from the COUNTY.

Applicable	N/A	
☐	☒	**ARTICLE XXV**

BUILD AMERICA BUY AMERICA ACT (BABA)

Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): The SUBRECIPIENT shall comply with the requirements under the Build America, Buy America Act when using Federal funds for the purchase of iron, steel, manufactured products, and construction materials permanently incorporated into infrastructure projects as applicable pursuant to the Build America, Buy America Act. All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States as applicable pursuant to the Build America, Buy America Act. The SUBRECIPIENT must implement these requirements in its procurements, and this article must flow down to all subawards and contracts at any tier.

ARTICLE XXVI
GENERAL CONDITIONS

1. Assignment: The SUBRECIPIENT may not assign this Agreement without prior written consent of the COUNTY; such consent may be withheld by the COUNTY in its sole and absolute discretion.

2. Headings: All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

3. Modification: This Agreement may be amended only in writing executed by the Parties. The COUNTY may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, or available funding amounts or for other reasons. If such amendments result in a change in the funding, except as provided in the scope of services, or the schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the COUNTY and the SUBRECIPIENT.

4. Entire Agreement: This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements, negotiations, or understandings, written or oral, relating to the matters set forth herein. Prior agreements, negotiations, or understandings, if any, shall have no force or effect whatsoever on this Agreement.

5. Sovereign Immunity: Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY.

6. Applicable Law and Venue: This Agreement, when not governed by Federal law, shall be governed by and be interpreted in accordance with the laws of the State of Florida. The venue for any action brought into State court shall be in the Sixth Judicial Circuit of Pasco County, Florida (west side). The venue for any action brought into Federal court shall be in the Middle District of Florida, Tampa Division. Each party waives any defense of improper or inconvenient venue as to either court, and consents to personal jurisdiction in either court.

7. No Construction Against Preparer of Agreement: This Agreement has been prepared by the COUNTY and reviewed by the SUBRECIPIENT and its professional advisors. The COUNTY, SUBRECIPIENT, and SUBRECIPIENT's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the COUNTY or the SUBRECIPIENT or against the COUNTY or the SUBRECIPIENT merely because of their efforts in preparing it.

8. Human Trafficking Affidavit: the Pasco County's Human Trafficking Affidavit must be signed and attested to in conjunction with this Agreement.

ARTICLE XXVII
NON-APPROPRIATION

The obligation of the COUNTY to fund any expenditures required by this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential County services have been budgeted and appropriated, sufficient monies for the funding of any expenditures that are due during that year. Notwithstanding the foregoing, the County shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the COUNTY pursuant to this Agreement.

ARTICLE XXVIII
QUARTERLY PERFORMANCE REPORTING REQUIREMENT

The SUBRECIPIENT shall submit to the COUNTY's CDBG Administrator a completed Request for CDBG Reimbursement which must be completed and submitted to Pasco County's Community Development Department via Neighborly Software. This is required to provide quarterly accomplishment data to HUD; the information submitted must be reliable and comprehensive as it relates to the CDBG funded program. A Quarterly Report is due January 15 for the period beginning October 1 through December 31 ("First Quarter"); April 15 for the period beginning January 1 through March 31 ("Second Quarter"); July 15 for the period beginning April

1 and ending June 30 ("Third Quarter"); and October 10 for the period beginning July 1 and ending September 30 ("Fourth Quarter") and must include information on levels of accomplishment, national objectives met for each activity funded, subcontract monitoring reports, and Program Income as applicable. The SUBRECIPIENT shall also complete the written narrative section describing the program accomplishments for the quarter, and the final report shall provide a written narrative describing the program accomplishments for the program year. No payments will be processed for expenditures made during the First Quarter until a completed quarterly report is completed in Neighborly for the First Quarter has been submitted and approved by the COUNTY. No payments will be processed for expenditures made during the Second Quarter until a completed quarterly report for the First Quarter has been completed in Neighborly and approved by the COUNTY. No payments will be processed for expenditures made during the Third Quarter until a completed the Second Quarter has been completed in Neighborly and approved by the COUNTY. No payments will be processed for expenditures made during the Fourth Quarter until a completed Third Quarter has been completed in Neighborly and approved by the COUNTY.

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Signatures to follow on the next page

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives, the County Administrator specifically being authorized to act on behalf of the COUNTY, have caused this Agreement to be executed on the last date set forth below.

[SEAL]

ATTEST:

By: _____
Nikki Alvarez Sowles, Esq
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

By: _____
Kathryn Starkey, Chairman

APPROVED IN SESSION
PASCO COUNTY BCC

Date: OCT 21 2025

[Metropolitan Ministries, Inc.]

By: _____

Print: Sarah Combs, President/CEO

Date: 9/23/2025

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23 day of September 2025 by Dr. Sarah Combs, President/CEO Metropolitan Ministries,Inc. a Florida a Florida corporation on behalf of the the corporation who is (personally known) to me or has produced the following: Drivers Licens as identification.

Chiquita L. Mobley
Signature

Printed Name or Stamp

CHIQUITA L. MOBLEY
Notary Public - State of Florida
Commission # HH 292628
My Comm. Expires Jul 25, 2026
Bonded through National Notary Assn.

Chiquita L. Mobley

CD25-0100 CDBG Metropolitan Ministries, Inc. East Pasco Intake Specialist

EXHIBIT A

All providers of homeless services are required to use the Homeless Management Information System (HMIS). Domestic Violence providers may use a comparable database.

A-1 **National Objective:** This program will have a Low-Moderate Limited Clientele benefit to individuals in Pasco County. Matrix Code 03T. Accomplishments will be measured by the number of individuals served. 24 CFR 570.201 (e).

A-2 **Project**: The Project is a Public Services Project. The project will pay for an Intake Staff member to be physically present in East Pasco two (2) days a week – (16 hours per week); 1 day/week in Zephyrhills, 1 day/week in Dade City to provide intake, assessment, financial assistance, and warm referrals per beneficiary needs. The Intake Specialist will attend CHIPZ meetings each month in-person in Zephyrhills, and the Make a Difference Meeting in-person monthly in Dade City. The agency anticipates being able to serve approximately 110 LMI Households over two years. The Project Budget shall not be utilized for any expenditures for which any Federal or State grant funding has been requested.

The Project may be amended upon written approval of the Pasco County Community Development Director. Notwithstanding the foregoing, substantial amendments, as determined by the Community Development Director, shall require an amendment to this Agreement and approval by the Board of County Commissioners.

A-3 **Project Reporting Requirements:** Quarterly reporting information is to be completed in the Neighborly Software program. All reporting documentation required pursuant to the terms of this Agreement shall be uploaded to Neighborly. The SUBRECIPIENT is responsible for income qualifying clients via HUD standards and income ranges. Such income verification shall be on an income qualification form and signed by the client. The completed income qualification forms shall be uploaded quarterly into Neighborly.

Direct benefit activities, those with a national objective of LMC (Low-Moderate Clientele), will require the following accomplishment data:

Number of beneficiaries served in East Pasco
Number of beneficiaries served in West Pasco
Income level of beneficiaries Leveraging funds
Race/Ethnicity

Staff will document case management notes in HMIS for any/all services and referrals. HMIS notes will be required to be printed and submitted with each reimbursement request.

A-4 **Project Schedule**: Request for CDBG Reimbursements and Quarterly Performance

Reports are to be submitted pursuant to the schedule set forth in this Agreement; invoices are to be submitted monthly or no less than quarterly. The receipt and use of Program Income shall be submitted on a quarterly basis. The Project shall be completed on or before September 30, 2027, and final invoices, performance reports and accounting of Program Income are due **no later than October 10, 2027.** The SUBRECIPIENT shall ensure all required documentation is uploaded into the Community Development's Neighborly Software.

A letter from the SUBRECIPIENT affirming that the Project Budget was not duplicated for each reimbursement request is required. The letter must be signed by a person with signatory authority. Reimbursements will not be processed without this affirmation.

A-5 Project Budget: $102,000.00
The project will pay for Intake Staff to be a physical presence 16 hours each week in East Pasco County; working out of a satellite office in Zephyrhills 8 hrs., and the Resource Center or designated office in Dade City 8 hrs. to provide services to East Pasco individuals/families (with HMIS documentation). This Intake Specialist will attend, in-person, monthly CHIPZ meetings in Zephyrhills and the Make a Difference meeting held in Dade City.

A-6 Income Qualifications:
When Income Qualifications is required to be completed for this project, the Agency shall use Office of Policy Development and research (PD&R) Income Methodology.

A-7 Case Managers

Expected to use HMIS or comparable database to create and document a plan (with goals) which detail how the beneficiary will obtain and retain permanent housing. Will meet face to face with clients once per month in the client's home or a determined appropriate location. Facilitate and document at least one home visit per month. Document beneficiary progress with clear outcomes. Other instances in which a note is required: Beneficiaries receiving a one-time payment for assistance for rent/utilities/transportation/diversion, if services cannot be provided, if a referral to another agency/entity is provided to the beneficiary. To be reimbursed for direct client services/case management, Complete HMIS notes must be printed (redacted as needed by agency policies) and included in the reimbursement request:

a. Place notes after a time sheet if salary is also requested for reimbursement. HMIS case notes must correspond to the hours requested for reimbursement on the time sheet.
b. For one-time payment assistance, place notes after a lease or respective invoice.

EXHIBIT B
BASIC ELEMENTS OF A SUBRECIPIENT AGREEMENT

Provisions		24 Code of Federal Regulations	Financial Management for Nonprofit and Government Subrecipients
1.	Meets National Objective Compliance/Eligible Activity	570.200, 570.201- 570.209, 570.506	
2.	Scope of Work	570.503	
3.	Time of Performance	570.503	
4.	Compensation and Method of Payment	570.502; 570.513	2 CFR, 200.305
5.	Program Income	570.500(a), 570.503(b)(3),570.504	2 CFR, 200.307
6.	Record Keeping Requirements	570.500(a), 570.503(b)(2), 570.506	2 CFR, 200.333
7.	Reporting Requirements	570.502, 570.507	2 CFR, 200.327
8.	Public Access to Program Records	570.502, 570.508	2 CFR, 200.336
9.	Grant Close-Out Procedures	570.502, 570.509	2 CFR, 200.343
10.	Uniform Administrative and Program Management Standards	570.502, 570.503(b)(4), 570.610	2 CFR, 200
11.	Reversion of Assets	570.502, 570.503, 570.505	2 CFR, 200
12.	Real Property	570.502, 570.503(b)(8), 570.505	2 CFR, 200
13.	Other Program Requirements	570.503(b)(5), 570.600 570.614	
14.	Termination	570.502, 570.503	2 CFR, 200
15.	Compliance with Laws/Regulations	570.501, 570.502	2 CFR, 200
16.	Antidiscrimination/Affirmative Action EEO/Labor Standards	570.601, 570.602, 570.603, 570.607	
17.	Financial Management	570.502, 570.610	2 CFR, 200
18.	Audits	570.502, 570.610	2 CFR, 200
19.	Religious and Political Activities	570.200(j), 570.207, 570.503(b)(6)*	
20.	Budget Modifications	570.502, 570.503(b)(1)	2 CFR, 200.308
21.	Monitoring	570.501(b), 570.502(b)(vii), 570.503(b)(1)	2 CFR, 200
22.	Conflict of Interest/Mandatory Disclosures	570.611	2 CFR, 200.112 / 200.113
23.	Procurement Methods	570.502	2 CFR, 200.317
24.	Budget	570.503	
25.	Project Schedule/Milestones	570.503	
26.	Environmental Review	570.503(b)(5)(i), 570.604	

EXHIBIT B (Continued)
PUBLIC AND HUMAN SERVICES

	Public and Human Services Provisions	Section of CFR	Other References
1.	Eligibility	24 CFR, 570.201(e)	
2.	Definition of Computation of Units of Service	24 CFR, 570.503(b)(1)	
3.	Nondiscrimination	24 CFR,8; 24 CFR, 570.601; 24 CFR, 570.602	Section 504, Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
4.	Religious Activities	24 CFR, 570.200(j); 24 CFR, 570.207; 24 CFR, 570.503(b)(6)	

ACQUISITION AND DEMOLITION

	Acquisition and Demolition Provisions	Section of CFR	Other References
1.	Eligibility	24 CFR, 570.201 (a), (b), and (d)	
2.	Relocation Uniform Relocation Act Residential Anti-displacement and Relocation Assistance	24 CFR, 570.201, 570.606; 24 CFR, 42	Section 104(d), 104(k), and 105(a)(11) of HCD
3.	One-for-One Replacement	24 CFR, 570.606(c)(1)	
4.	Federal Labor Standards Davis-Bacon Copeland Act Contract Work Hours and Safety Standards	24 CFR, 570.603	Section 110,HCD; 40 U.S.C., 276(a) to 276a-5; 40 U.S.C., 327 (et. seq.)
5.	Equal Employment Opportunity	24 CFR, 570.601 24 CFR, 570.602 24 CFR, 570.607	
6.	List of Debarred or Ineligible Contractors	24 CFR, 570.609; 24 CFR, 24	
7.	Environmental/Historic Preservation Fish and Wildlife Protection Flood Disaster Protection Flood Plain National Environmental Policy Act National Historic Preservation Noise Abatement & Control Act Wetlands Air Quality Water Quality Solid Waste Disposal Coastal Areas Endangered Species Thermal/Explosive Hazards	24 CFR, 570.604, 570.202 24 CFR, 570.605, 44 CFR, 59-79 24 CFR, 58 36 CFR, 800 24 CFR, 51 24 CFR, 50	Section 104(g), HCD 42 U.S.C., 4001

Relevant Laws: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 U.S.C., 4601), and Section 104(d) of the Housing and Community Development Act of 1974 (HCD) as amended.

EXHIBIT B (Continued)
PUBLIC FACILITIES
AND INFRASTRUCTURE

	Public Facilities and Infrastructure Provisions	Section of CFR	Other References
1.	Eligibility	24 CFR, 570.200(b), 570.201(c), 570.207(a)(1)	
2.	Federal Labor Standards Davis-Bacon Copeland Act Contract Work Hours and Safety Standards	24 CFR, 570.603	Section 110, Housing and Community Development Act of 1974 (HCD); 40 U.S.C., 276a to 276a-5; 40 U.S.C., 327 (et. seq.)
3.	Nondiscrimination/EEO	24 CFR, 570.601, 570.602, 570.607; 24 CFR, 8; 41 CFR, 60	Executive Orders 11246 and 12086; 12 U.S.C., 1701w; Section 564 of the Rehabilitation Act of 1973; The Americans with Disabilities Act of 1990
4.	List of Debarred or Ineligible Contractors	24 CFR, 570.609; 24 CFR, 24	
5.	Fire Safety Codes		Local
6.	Building, Housing, and Zoning Codes		Local
7.	Lead-Based Paint	24 CFR, 570.608; 24 CFR, 35	42 U.S.C., 4831(b)
8.	Environmental/Historic Preservation Fish and Wildlife Protection Flood Disaster Protection Flood Plain National Environmental Policy Act National Historic Preservation Noise Abatement & Control Act Wetlands Air Quality Water Quality Solid Waste Disposal Coastal Areas Endangered Species Thermal/Explosive Hazards	24 CFR, 570.604, 570.202 24 CFR, 570.605, 44 CFR, 59-79 24 CFR, 58 36 CFR, 800 24 CFR, 51 24 CFR, 50	Section 104(g), HCD 42 U.S.C., 4001

Date:

EXHIBIT C
PASCO COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
REQUEST FOR CDBG REIMBURSEMENT

Monthly	
Quarterly	
FINAL	

Quarterly reports are due in Neighborly before reimbursement can be processed

ISSUE PAYMENT TO:

Name of Agency _____

Address _____

City, State, Zip _____

Phone

Report Period **From:** **To:1**

Expenditures

	Column 2	Column 3	Column 4	Column 5	Column 6
Budget Line Items	Section Total (must match your invoice total)	Current Invoice Amount	Agency Award Amount	Cumulative Expenditures Column 5	**Balance**
Contractor A name	Total				
	Total $	Should	Enter	Total the	Column 4
	Total $	equal	your	current	total
		the	agency	amount	minus
		total in	CDBG	spent	column 5
		column 2	Award	(include	total
				this invoice	
				Amount)	
		↓	↓	↓	↓
TOTAL	$	$	$	$	$

PCCD Contract Administrator Only

Contract #	
IDIS #	
Approved for payment	
Approved with changes	
Support Documentation	
Explanation of changes	

Subrecipient/Agency approval – CFO/CEO/ED

_____

Print

CDBG Contract Administrator's Approval:

_____

CDBG Agreement 2025-2027

Account# 2126 31010 534000

CDBG Agreement 2025-2027
CD25-0100
Metropolitan Ministries Miracles of Pasco

Direct Benefits Information:

(Keep year-to-date running total for annual report submitted to HUD)

New People Served this Quarter:_____

OR

Households Served this Quarter: _____

YTD Total People/Households Served:_____
(YTD total should equal YTD ethnicity totals)

Income Level	**1st Quarter**	**2nd Quarter**	**3rd Quarter**	**4th Quarter**	**Year to Date**
Extremely Low (30% of AMI)					
Low (50% of AMI)					
Moderate (80% of AMI)					
Non-Low/Moderate (more than 80% AMI)					

Reporting performance measures for Public Services and Public Facilities. See the guidance below for assistance.

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Year to Date
Public Services:					
New or Continuing Access to Service or Benefit					
Improved access to Service or Benefit					
Service or Benefit Received are No Longer Substandard					
Public Facilities and Improvements (Acquisition, Construction, Rehab):					
New Access to Facility/Infrastructure					
Improved Access to Facility/Infrastructure					
Served by Facility/Infrastructure that is No Longer Substandard					

4th Quarter	Total YTD	Quarter Report	Non-Hispanic	Hispanic	3rd Quarter	Total YTD	Quarter Report	Non-Hispanic	Hispanic	2nd Quarter	Total YTD	Quarter Report	Non-Hispanic	Hispanic	1 Quarter
White					White					White					White
Black/ African American					Black/ African American					Black/ African American					Black/ African American
Asian					Asian					Asian					Asian
American Indian / Alaskan Native					American Indian / Alaskan Native					American Indian / Alaskan Native					American Indian / Alaskan Native
Native Hawaiian/ Other Pacific Islander					Native Hawaiian/ Other Pacific Islander					Native Hawaiian/ Other Pacific Islander					Native Hawaiian/ Other Pacific Islander
American Indian / Alaskan Native & White					American Indian / Alaskan Native & White					American Indian / Alaskan Native & White					American Indian / Alaskan Native & White
Asian & White					Asian & White					Asian & White					Asian & White
Black/ African American & White					Black/ African American & White					Black/ African American & White					Black/ African American & White
Am. Indian / Alaskan Native & Black/ African American					Am. Indian / Alaskan Native & Black/ African American					Am. Indian / Alaskan Native & Black/ African American					Am. Indian / Alaskan Native & Black/ African American
Other Multiracial					Other Multiracial					Other Multiracial					Other Multiracial

AREA BENEFIT REPORTING (IF NOT DIRECT BENEFIT – MUST REPORT THE AREA BENEFIT)

Report of Census Tract and Block Group Income Levels (Report all Census Tracts and Block Groups)

Census Tract/Block Group	LM Population

II. Activity Performance

Describe specific work tasks and quantified accomplishments completed for this report period. If applicable report Program Income detailing date/amount of income received and how it was spent.

Progress Report

Describe success or problems encountered with the Project.

Problems or Concerns

Anticipated problems or concerns with the project with which the Community Development staff could assist:

Year-End Reporting

Fill out the measurement indicators prior to October 10, 2027. Submit final contract payment request to contract administrator prior to October 10, 2027, or funds will be reprogrammed.

Output Indicators:

Outcome Indicators:

Efficiency Indicators:

GUIDANCE FOR REPORTING ACCOMPLISHMENTS:

Income Levels: (Please note these numbers are updated by HUD around March/April each year. We will send you the updated numbers as soon as they are released.)

Lynn E. Mueller-Nissen
2025-06-17 17:14:00

FY 2024 Income Limits Documentation System

HUD.gov HUD User Home Data Sets Fair Market Rents Section 8 Income Limits MTSP Income Limits HUD LIHTC Database

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income Click for More Detail	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Tampa-St. Petersburg-Clearwater, FL MSA	$92,000	Very Low (50%) Income Limits ($) Click for More Detail	33,450	38,200	43,000	**47,750**	51,600	55,400	59,250	63,050
		Extremely Low Income Limits ($)* Click for More Detail	20,100	22,950	25,820	**31,200**	36,550	41,960	47,340	52,720
		Low (80%) Income Limits ($) Click for More Detail	53,500	61,150	68,800	**76,400**	82,550	88,650	94,750	100,850

The **Tampa-St. Petersburg-Clearwater, FL MSA** contains the following areas: Hernando County, FL; Hillsborough County, FL; Pasco County, FL; and Pinellas County, FL.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limit File Explorer

Presumed Benefit Income Levels

Presumed Clientele	Comparable AMI Level
Abused Children	Extremely Low Income
Homeless Persons	Extremely Low Income
Battered Spouses	Low Income
Elderly Persons	Low Income if assistance is for services Moderate Income if assistance is to acquire, construct, rehabilitate a public facility
Severely Disabled Adults	Extremely Low Income
Illiterate Adults	Low Income
Migrant Farm Workers	Low Income
Persons Living with AIDS	Low Income

Performance Measures

With New or Continuing Access to a Service or Benefit	When the activity provides a new service, enter the number of people with access to the service or benefit. If the activity is funded in subsequent years, people benefiting in the subsequent years continue to be reported as having new access.
With Improved Access to a Service or Benefit	When the activity provides improved access to a service, enter the number of persons who have improved access.
Receive a Service or Benefit that is No Longer Substandard	When the activity provides a service that is no longer substandard, enter the number of people no longer subject to a substandard service.
Total	This must equal the total persons assisted.

PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of the company or by the individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

Signature

Sarah Combs
Printed Name

CEO
Title

Metropolitan Ministries
Name of Company or Individual

9/23/2025
Date

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☑ physical presence or ☐ online notarization, this 23rd day of Sept, (month) 2025 (year), by Sarah Combs (name of person making statement).

Chiquita L. Mobley
(Signature of Notary Public - State of Florida)

CHIQUITA L. MOBLEY
Notary Public - State of Florida
Commission # HH 292628
My Comm. Expires Jul 25, 2026
Bonded through National Notary Assn.

(Print Commissioned Name of Notary Public)

☑ Personally Known OR ☐ Produced Identification

Driver's license
Type of Identification Produced

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** NI26-0816 **DATE:** 6/16/2026

SUBJECT: Professional Services Agreement for RSQ-KM-25-020 – Kimley-Horn and Associates, Inc. – Collier Parkway Extension (Parkway Boulevard to State Road 52) Route Study and Pond Siting Analysis Report (TED26-0098)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0816 TED26-0098 Approved Professional Services Agreement Package

PASCO COUNTY FLORIDA
OPEN SPACES. FIRST PLACES.

INTEROFFICE MEMORANDUM

RECEIVED
APR 22 2026
Pasco County Attorney's Office

DATE: April 15, 2026 COMMISSION DISTRICT: 2 FILE NO.: TED26-0098

TO: Michael J. Carballa, P.E., County Administrator
Carrie C. Roberts, Purchasing Director

FROM: Panos Kontses, Interim Transportation Engineering Director Panos Kontses Digitally signed by Panos Kontses Date: 2026.04.15 11:08:21 -04'00'

THRU: Branford N. Adumuah, Assistant County Administrator Branford N. Adumuah Digitally signed by Branford N. Adumuah Date: 2026.04.15 18:06:55 -04'00'

REFERENCES: RSQ-KM-25-020, PU25-0021

SUBJECT: Professional Services Agreement for RSQ-KM-25-020 – Kimley-Horn and Associates, Inc. – Collier Parkway Extension (Parkway Boulevard to State Road 52) Route Study and Pond Siting Analysis Report – $1,476,063.00

Summary: Please approve the Professional Services Agreement for Solicitation No. RSQ-KM-25-020 with Kimley-Horn and Associates, Inc. (Kimley-Horn) for the Collier Parkway Extension (from Parkway Boulevard to State Road 52) Route Study and Pond Siting Analysis Report (the Project) in the Not to Exceed (NTE) amount of $1,476,063.00 for Fiscal Year (FY) 2026.

Authority: Pursuant to section 2-110(c) of the Pasco County Purchasing Ordinance, the Board of County Commissioners (BCC) delegated authority to the County Administrator to negotiate and execute a contract for the Project with Kimley-Horn in the Not to Exceed (NTE) amount of the budgeted amount ($1,300,000.00) plus 20 percent ($1,560,000.00) (PU25-0021).

Background: On March 14, 2025, at the request of the Project Management Division of the Transportation Engineering Department (TED), the Purchasing Department solicited RSQ-KM-25-020 for the Project. On June 16, 2025, the BCC approved the Evaluation Committee's recommendation to shortlist Kimley-Horn for the award of the solicitation and delegated authority to the County Administrator to negotiate and execute a contract for the Project (PU25-0021).

Specifically, Kimley-Horn will perform a study for the extension of Collier Parkway (from Parkway Boulevard to State Road 52, a distance of approximately 9.8 miles) and produce a Route Study and Pond Siting Analysis Report (Report). The Study will identify alternative alignments and evaluate each alternative based on relevant factors (e.g., the availability of alternative routes, costs, environmental factors, long-range area planning, and safety considerations). The Report will document the analyses and findings and recommend a preferred alignment and improvements that will provide a Level of Service D or better during the Design Year 2055, and will also include the associated pond siting and floodplain compensation analysis.

Kimley-Horn shall complete the work in accordance with the Project Schedule set forth in Exhibit "H" to the Professional Services Agreement. The Agreement shall remain in effect for 548 calendar days from the date specified in the NTP issued by the County for the Project.

Funding in the amount of $600,000.00 is budgeted and available for FY 2026 in the Mobility Fees Central Road/SIS Fund, Mobility Fees Bike/Ped Fund, Transportation Engineering Department, Project Number 25023.

TRANSPORTATION ENGINEERING | PROJECT MANAGEMENT
727.834.3604 | Sunset Building | 5418 Sunset Road | New Port Richey, FL 34652

Funding in the amount of $876,063.00 will be budgeted for FY 2027, contingent upon approval from the (BCC) of the various budgets.

PROJECT PHASE	SCHEDULE START	SCHEDULE FINISH	BUDGET FY	BUDGET AMOUNT
Route Study and Pond Silting Analysis	April 2026	September 2027	FY 26	$1,476,063.00
			Total:	**$1,476,063.00**

Please contact Prashant Singh with any questions or concerns.

APPROVALS:

Michael J. Carballa, P.E., County Administrator

Carrie C. Roberts, Purchasing Director

ATTACHMENT(S):
1. TED26-0098 Professional Services Agreement with Exhibits (One Original)
2. TED26-0098 Memorandum PU25-0021
3. TED26-0098 Division of Corporations – Sunbiz
4. TED26-0098 Location Map

ec: Panos Kontses, Interim Transportation Engineering Director, pkontses@pascocountyfl.net
Prashant Singh, Senior Project Manager, psingh@pascocountyfl.net

TRANSPORTATION ENGINEERING | PROJECT MANAGEMENT
727.834.3604 | Sunset Building | 5418 Sunset Road | New Port Richey, FL 34652

PASCO COUNTY
PROFESSIONAL SERVICES AGREEMENT
RSQ-KM-25-020
COLLIER PARKWAY EXTENSTION, FROM PARKWAY BOULEVARD TO STATE ROAD 52
ROUTE STUDY AND POND SITING ANALYSIS REPORT

THIS **PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as "Agreement") by and between PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "County"), and KIMLEY-HORN AND ASSOCIATES, INC., whose principal address is 421 Fayetteville Street Suite 600 Raleigh, NC 27601 (hereinafter referred to as "PROFESSIONAL").

RECITALS:

WHEREAS, the COUNTY issued a Request for Statements of Qualifications, **RSQ-KM-25-020**, together with any addenda (RSQ) for the **Collier Parkway Extension (Parkway Boulevard to SR 52) Route Study and Pond Siting Analysis Report** (the Project), to secure an experienced consultant to develop and evaluate alternatives and prepare the necessary documents for the route study and pond siting report for the Project; and

WHEREAS, the PROFESSIONAL desires to render the services as described in the attached **EXHIBIT "A", Scope of Services**, and the PROFESSIONAL hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the PROFESSIONAL submitted a response to the RSQ which was deemed by the COUNTY as the most responsive and responsible, which is attached hereto as **EXHIBIT "B"** and made part hereof as if set forth in full herein; and

WHEREAS, the selection and engagement of the PROFESSIONAL has been made by the COUNTY based on the PROFESSIONAL'S response to the RSQ and in accordance with the provisions of the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, the PROFESSIONAL hereby certifies that it has been granted and possesses a valid, current license to do business in the State of Florida and in Pasco County, Florida, issued by those state boards and/or governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the PROFESSIONAL pursuant to this Agreement and any mutually agreed-to Change Orders; and

WHEREAS, the PROFESSIONAL has been informed of and has reviewed the professional services required to be performed pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions, and terms hereinafter set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties, as indicated by their respective execution of this Agreement, agree that a contract shall exist between the COUNTY and the PROFESSIONAL specifically consisting of:

SECTION 1 – DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, interpretation and meaning of such terms as they appear throughout this Agreement.

1.1 – COUNTY

The term COUNTY shall refer to the Board of County Commissioners of Pasco County, a political subdivision of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the COUNTY'S behalf relative to this Agreement.

1.2 – COUNTY ADMINISTRATOR

The term COUNTY ADMINISTRATOR shall refer to the County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them hereunder and pursuant to the Purchasing Ordinance of Pasco County.

1.3 – PROFESSIONAL

The term PROFESSIONAL shall refer to the individual, company, or firm which will offer the PROFESSIONAL SERVICES and, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the work, materials, and/or services of subconsultants required under the covenants, terms and provisions contained in this Agreement and any and all MODIFICATIONS or CHANGE ORDERS issued pursuant thereto.

1.4 – PROFESSIONAL SERVICES

The term PROFESSIONAL SERVICES shall refer to all of the work, materials and services, and all related professional, technical, and administrative activities which are necessary to be provided and performed by the PROFESSIONAL, its employees, and any subconsultants that the PROFESSIONAL may engage to provide, perform, and complete the services required pursuant to the provisions of this Agreement, and as specifically identified in **EXHIBIT "A"**. In case of conflict between EXHIBIT A and EXHIBIT B, EXHIBIT A shall control.

1.5 – SUBCONSULTANT

The term SUBCONSULTANT shall refer to any individual, company, or firm offering professional services that is engaged by the PROFESSIONAL to assist the PROFESSIONAL in providing and performing the PROFESSIONAL SERVICES for which the PROFESSIONAL is contractually obligated, responsible, and liable to provide and perform pursuant to the provisions of this Agreement. The use of any SUBCONSULTANT(S) must be approved in writing by the COUNTY ADMINISTRATOR or his designee before such SUBCONSULTANT(S) may be retained by the PROFESSIONAL.

The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for

any agreement or contract entered into between the PROFESSIONAL and any SUBCONSULTANT.

1.6 – ADDITIONAL SERVICES

The term ADDITIONAL SERVICES shall refer to such PROFESSIONAL SERVICES the COUNTY may request or authorize the PROFESSIONAL to provide or perform relative to this Agreement which are not included in the Agreement. ADDITIONAL SERVICES shall be authorized by the execution of both parties to this Agreement of a MODIFICATION or a CHANGE ORDER. ADDITIONAL SERVICES shall constitute a continuation of the PROFESSIONAL SERVICES under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement.

1.7 – MODIFICATION

The term MODIFICATION shall refer to a written document executed by both the COUNTY and the PROFESSIONAL setting forth and authorizing PROFESSIONAL SERVICE tasks which were not set forth in and are supplemental to this Agreement.

The amount of the change in contract compensation and time set forth in any MODIFICATION(S) executed and issued under this Agreement shall be understood and agreed by both the COUNTY and the PROFESSIONAL to be fair, equitable, and adequate and to represent the total of all costs associated with said MODIFICATION.

1.8 – CHANGE ORDER

The term CHANGE ORDER shall refer to a written document executed by both the COUNTY and the PROFESSIONAL setting forth and authorizing changes to the agreed upon scope of PROFESSIONAL SERVICES, compensation, method of payment, time and schedule of performance, and/or Project guidelines and criteria set forth and agreed to in this Agreement or subsequent CHANGE ORDER(S) issued thereto. The CHANGE ORDER document, which shall be executed on a COUNTY standard form, shall set forth authorized changes to the scope of PROFESSIONAL SERVICES, tasks, work or materials to be performed or provided by the PROFESSIONAL and/or any of its SUBCONSULTANTS as well as the compensation and method of payment, the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto. Any changes to the compensation of the PROFESSIONAL as a result of the CHANGE ORDER shall be understood and agreed to be the total of all costs associated with said CHANGE ORDER.

The time of performance for rendering PROFESSIONAL SERVICES pursuant to any CHANGE ORDER shall commence to run from the date specified in the NOTICE TO PROCEED issued for said CHANGE ORDER. The COUNTY specifically reserves the right to establish milestones for the completion of the work required under the CHANGE ORDER and/or to tie deliverables to any payment provided for under that CHANGE ORDER.

All terms in this Agreement shall be incorporated by reference in each executed CHANGE ORDER, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of this Agreement will control over the conflicting provisions of any CHANGE ORDER. Each fully executed CHANGE ORDER shall become a supplement to and a part of this Agreement.

1.9 – NOTICE TO PROCEED

The term NOTICE TO PROCEED shall refer to a written document, executed by the COUNTY ADMINISTRATOR or his designee and issued to the PROFESSIONAL, which shall notify the PROFESSIONAL to commence work or provide PROFESSIONAL SERVICES. The time for performance of the PROFESSIONAL SERVICES or work required for the Project shall commence to run from the date of execution of the Agreement by the County.

1.10 – COUNTY PROJECT MANAGER

The term COUNTY PROJECT MANAGER shall refer to that person employed by the COUNTY designated to serve and act on the COUNTY'S behalf to provide direct contact and communication between the COUNTY and the PROFESSIONAL throughout the Effective Period of this Agreement. The COUNTY PROJECT MANAGER is not authorized to, and shall not, issue any verbal request or instruction to the PROFESSIONAL that would have the effect, or be interpreted to have the effect, of modifying or changing in any way: (1) the scope of PROFESSIONAL SERVICES to be performed by the PROFESSIONAL; (2) the time the PROFESSIONAL is obligated to commence and complete all such services; and/or (3) the amount of compensation the COUNTY is obligated to pay the PROFESSIONAL. The COUNTY PROJECT MANAGER shall review and make appropriate recommendations on all requests submitted by the PROFESSIONAL for payment for services and work provided and performed pursuant to this Agreement and any CHANGE ORDER(S) issued thereof.

1.11 – PROFESSIONAL'S STANDARD HOURLY RATES

The PROFESSIONAL'S STANDARD HOURLY RATES for PROFESSIONAL SERVICES rendered pursuant to this Agreement are those attached hereto as **EXHIBIT "C"**, entitled " STANDARD HOURLY RATES", which **EXHIBIT "C"** is specifically made part of this Agreement. The PROFESSIONAL'S STANDARD HOURLY RATES shall be considered the maximum rates for specific job and/or work classifications and shall cover all the PROFESSIONAL'S costs, including direct salaries, overhead, and operating margin (profit/fees). If the PROFESSIONAL charges less than those maximum rates included in **EXHIBIT "C,"** those charges will be considered acceptable to the COUNTY.

The PROFESSIONAL'S STANDARD HOURLY RATES shall be subject to verification by a current payroll register, or other appropriate payroll or salary records. The PROFESSIONAL'S STANDARD HOURLY RATES, which are based on average rates for specific employment classifications shall require supporting documentation identifying the PROFESSIONAL'S employees within the specific employment classes and their respective wage rates.

1.12 – PROFESSIONAL'S DIRECT SALARIES

The PROFESSIONAL'S DIRECT SALARIES under this Agreement are those attached hereto as **Exhibit "D,"** entitled " DIRECT SALARIES," which **Exhibit "D"** is specifically made a part of this Agreement. The PROFESSIONAL'S Direct Salaries shall be the established rates for specific employees or the average rates for specific employment classifications, to be utilized by the PROFESSIONAL. The PROFESSIONAL'S DIRECT SALARIES shall be subject to verification by a current payroll register or other

appropriate payroll or salary records, if requested by the COUNTY. Those Direct Salaries which are based on average rates for specific employment classifications shall require supporting documentation which identifies the PROFESSIONAL'S employees within the specific employment classes and their respective wage rates.

SECTION 2 – TERM

Except as otherwise specified herein, this Agreement shall remain in full force and effect for a period of **548 calendar days** from the date specified in the Notice to Proceed issued by the COUNTY, unless extended or terminated earlier as otherwise provided in this Agreement.

In the event that a properly executed CHANGE ORDER initiated within the term of the Agreement requires or expressly permits work to be performed by the PROFESSIONAL after termination of the Agreement, such CHANGE ORDER shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in said CHANGE ORDER.

SECTION 3 – SCOPE OF PROFESSIONAL SERVICES

The PROFESSIONAL agrees to provide the PROFESSIONAL SERVICES for the Project as identified in **EXHIBIT "A"** (Scope of Services) which is attached hereto and incorporated herein by reference. The terms and provisions of **EXHIBIT "A"** are intended to be complementary and supplementary to the terms of this Agreement. In case of conflict between the Agreement and **EXHIBIT "A",** the Agreement shall control.

SECTION 4 – PROFESSIONAL'S RESPONSIBILITIES

The obligations of the PROFESSIONAL with respect to all PROFESSIONAL SERVICES authorized pursuant to this Agreement and any CHANGE ORDER(S) issued thereof shall include, but not be limited to, the following:

4.1 – LICENSES

The PROFESSIONAL agrees to maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Pasco County, Florida, including, but not limited to, licenses required by the respective regulatory boards and/or other governmental agencies responsible for regulating and licensing the PROFESSIONAL SERVICES provided and performed by the PROFESSIONAL pursuant to this Agreement.

4.2 – PERSONNEL

(1) QUALIFIED PERSONNEL
The PROFESSIONAL agrees that when services to be provided and performed pursuant to this Agreement relate to PROFESSIONAL SERVICES which, under the Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such service, the PROFESSIONAL will employ and/or retain only qualified personnel to be in responsible charge of all such services.

(2) PROFESSIONAL'S PROJECT MANAGER
The PROFESSIONAL agrees to employ and designate in writing a qualified, and if required by law, a licensed professional to serve as the PROFESSIONAL'S PROJECT MANAGER. The PROFESSIONAL'S PROJECT MANAGER shall be authorized and responsible to act on behalf of the PROFESSIONAL with respect to directing, coordinating, and administering all aspects of the services to be provided and performed under this Agreement and any CHANGE ORDER(S) issued thereof. The PROFESSIONAL'S PROJECT MANAGER shall have full authority to bind and obligate the PROFESSIONAL on any matter arising under this Agreement unless substitute arrangements, acceptable to the COUNTY, have been furnished to the COUNTY in writing.

(3) REMOVAL OF PERSONNEL FROM WORK ON THE PROJECT
The PROFESSIONAL agrees to promptly remove and replace, within seven (7) calendar days of receipt of a written request from the COUNTY, the PROFESSIONAL'S PROJECT MANAGER, or any other personnel employed or retained by the PROFESSIONAL, or personnel of any SUBCONSULTANT(S) engaged by the PROFESSIONAL pursuant to this Agreement. The COUNTY may make such request for the removal of personnel with or without cause.

SECTION 5 – COUNTY'S RESPONSIBILITIES

The COUNTY'S responsibilities are as follows:

5.1 – DESIGNATION OF AUTHORITY

The COUNTY hereby designates the County Administrator, or his designee, to act on the COUNTY'S behalf with respect to the Scope of Services of this Agreement. The County Administrator, or his designee, shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to materials, elements, and systems pertinent to the PROFESSIONAL SERVICES.

5.2 – DESIGNATION OF COUNTY PROJECT MANAGER

The COUNTY agrees, after execution of this Agreement, to properly advise the PROFESSIONAL, in writing, of the person designated to serve and act as the COUNTY PROJECT MANAGER pursuant to the provisions of Section 1.10 of this Agreement.

5.3 – INFORMATION PROVIDED BY THE COUNTY

Within a reasonable time from request of by the PROFESSIONAL, the COUNTY shall make available to the PROFESSIONAL all information and data that is available in the COUNTY'S possession and is relevant to the PROFESSIONAL SERVICES to be provided by the PROFESSIONAL and its SUBCONSULTANT(S) pursuant to this Agreement. This information and data will include the COUNTY'S objectives and constraints, previous studies and design plans, surveys, aerial photographs, maps, environmental reports, photographs, analytical data, and any other relevant information, which is requested by the PROFESSIONAL in writing.

5.4 – ACCESS TO COUNTY PROPERTY

The COUNTY agrees, with reasonable prior written notice given by the PROFESSIONAL, to provide the PROFESSIONAL with access to COUNTY property, facilities, buildings, and structures to enable the PROFESSIONAL to provide and perform any required PROFESSIONAL SERVICES and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangements with the COUNTY, or in such a manner to adversely affect the public health, safety, or welfare.

SECTION 6 – COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall pay the PROFESSIONAL for all authorized PROFESSIONAL SERVICES rendered hereunder by the PROFESSIONAL and any SUBCONSULTANT(S) and completed in accordance with the requirements, provisions, and/or terms of this Agreement, MODIFICATION(S) and/or CHANGE ORDER(S) and in accordance with the provisions delineated below:

6.1 – PAYMENT METHODS

The fee paid to the PROFESSIONAL shall be based on one of the following methods or any combination thereof as determined by the COUNTY in its sole discretion:

(1) LUMP-SUM PAYMENT METHOD

The COUNTY may pay a negotiated fixed-price for the PROFESSIONAL SERVICES to be provided under this Agreement or for a particular work item or items within the scope of such services as a Lump Sum. The Lump-Sum compensation amount will be estimated based on the PROFESSIONAL'S STANDARD HOURLY RATES, established in **EXHIBIT "C"** and discussed in Section 1.11, plus Reimbursable Expenses described in Subsection (4) and SUBCONSULTANT CHARGES as described in Subsection (6) below and operating margin (profit/fees); which EXHIBIT is attached hereto and incorporated herein by reference. The Lump-Sum Compensation Method shall anticipate that all costs for the PROFESSIONAL SERVICES required are known and that no modifications to the established Lump-Sum amount will be necessary. The COUNTY may also elect to apply the Lump-Sum Compensation Method on a line-item basis for a particular service or activity as defined within **EXHIBIT "A"** and/or a CHANGE ORDER or MODIFICATION to the Agreement. If the Lump-Sum Compensation Method is used, no additional documentation regarding costs and profit/fees for work will be required to be attached to the PROFESSIONAL'S invoices for Lump-Sum payment for the Project or for a specific line item or items within the agreed upon Scope of Services (as it may be amended).

(2) NOT-TO-EXCEED PAYMENT METHOD

The COUNTY will pay the PROFESSIONAL'S DIRECT SALARIES which are defined as the hourly unloaded rate (without benefits added) per job classification (DIRECT SALARIES) needed to perform the services to be provided in accordance with the rates delineated in **EXHIBIT "D"** and Section 1.12, subject to an established limiting amount, which Not to Exceed amount shall be delineated in this Agreement. In addition to payment of the aforementioned DIRECT SALARIES,

the COUNTY shall pay the PROFESSIONAL an Overhead Rate as established pursuant to subsection (3) below, plus an operating margin defined in this Agreement, plus Reimbursable Expenses in accordance with the provisions of subsection (4) below, plus SUBCONSULTANT charges in accordance with the provisions of subsection (6) below. Operating margin and Overhead Rate shall not be allowed on any premium portion of overtime or on any Reimbursable Expenses or SUBCONSULTANT charges. In no event shall the established Not to Exceed method be increased except through the issuance of a CHANGE ORDER approved by the COUNTY. The COUNTY may also elect to apply the Not to Exceed method on a line-item basis for a particular ADDITIONAL SERVICE defined within a MODIFICATION or CHANGE ORDER.

(3) OVERHEAD RATE

In determining the Overhead Rate to be paid to the PROFESSIONAL, it is the COUNTY'S expressed intention to utilize the audit information compiled by the Florida Department of Transportation (FDOT) pursuant to its Qualification, Selection, and Performance Evaluation requirements for PROFESSIONALS in accordance with Chapter 14-75 of the Florida Administrative Code. The Overhead Rate to be paid by the COUNTY shall be as established in **EXHIBIT "E"**, OVERHEAD RATES, which is provided in accordance with the audit information supplied by the FDOT and shall not exceed the uniform Overhead Rate cap established by the FDOT. A lower overhead rate may be used, if submitted by the PROFESSIONAL and accepted by the COUNTY.

In the event the PROFESSIONAL has not supplied audit information to the FDOT in accordance with Chapter 14-75 of the Florida Administrative Code, the PROFESSIONAL may provide a self-certified overhead rate determination. The COUNTY may consider this determination but shall establish the Overhead Rate to be paid during the Project, which rate may be less than the current uniform Overhead Rate cap established by the FDOT. The PROFESSIONAL'S overhead rates for its one-year applicable accounting period shall be applied to the Agreement; however, once an Overhead Rate is established for an agreement it may be extended beyond the one-year applicable accounting period, provided the COUNTY and the PROFESSIONAL agree.

The COUNTY shall apply these Overhead Rates for the purposes of contract estimation, negotiation, administration, and reporting and contract payment. The Overhead Rates shall not be limited by any administrative or de facto ceiling.

(4) REIMBURSABLE EXPENSES

The COUNTY shall pay the PROFESSIONAL for Reimbursable Expenses in accordance with the provisions of this Article and identified on **EXHIBIT "F"**, REIMBURSABLE EXPENSES. The term Reimbursable Expenses shall mean the PROFESSIONAL'S and/or the SUBCONSULTANT(S) out-of-pocket costs for items directly charged to any task performed pursuant to this Agreement including, but not limited to, charges for printing services and copying (both in-house or subcontracted), fees, and per diem and travel expenses of the PROFESSIONAL'S employees not to exceed the statutory limits delineated in Chapter 112.061, Florida Statutes.

The COUNTY shall only compensate the PROFESSIONAL for Reimbursable Expenses which are directly charged to tasks performed pursuant to this Agreement, which are not included in the PROFESSIONAL'S Overhead Rate, and which are consistently charged to all clients. The COUNTY, in its sole discretion, may require the PROFESSIONAL to verify and/or provide supporting documentation which demonstrates that Reimbursable Expenses for which compensation has been sought have been generated or originated from or by a task performed pursuant to this Agreement. If the PROFESSIONAL seeks compensation for CADD, PC'S or Facilities Capital Cost of Money (FCCM) as a Reimbursable Expense, the cost basis for the unit rates used for such items must be fully supported by appropriate documentation. All Reimbursable Expenses shall be charged at the actual cost to the PROFESSIONAL.

(5) ADDITIONAL COSTS

All parties agree that any additional costs for work or services to be provided or performed pursuant to this Agreement and/or any subsequent CHANGE ORDERS, or pursuant to any other method utilized by the parties for determining the original costs of work or services to be provided or performed by the PROFESSIONAL, must be approved in writing by the COUNTY. If such additional costs are not authorized by the COUNTY in writing, no payment, reimbursement, or compensation for such additional costs shall be tendered by the COUNTY to the PROFESSIONAL.

(6) SUBCONSULTANT CHARGES

The PROFESSIONAL SERVICES of any SUBCONSULTANT(S), whose expertise is required within the scope of the PROFESSIONAL'S work under this Agreement, will be paid in accordance with the fees identified in the attached exhibits as applicable (which are attached hereto and incorporated herein by reference) for such services.

6.2 – TERMS OF PAYMENT

(1) MONTHLY INVOICES

The PROFESSIONAL shall be entitled to submit no more than one invoice statement to the COUNTY each month covering services rendered during the preceding month. The PROFESSIONAL'S invoice statement(s) shall be in acceptable form, must contain itemized and detailed descriptions the requested charges to correspond to the basis of compensation as set forth in the Agreement, and/or the CHANGE ORDER(S) issued hereunder. If the PROFESSIONAL has been issued more than one CHANGE ORDER pursuant to this Agreement, the PROFESSIONAL shall submit separate invoices to the COUNTY for the specific services performed for each specific CHANGE ORDER.

Payment for services rendered during any billing period by the PROFESSIONAL, and/or its SUBCONSULTANT(S), shall be due and payable by the COUNTY in accordance with the provisions of Chapter 218, Part VII, Florida Statutes (the Local Government Prompt Payment Act).

(2) PAYMENT FOR SERVICES PERFORMED

The COUNTY shall pay the PROFESSIONAL on the basis of services completed for tasks set forth in this Agreement and any MODIFICATIONS and/or CHANGE ORDERS agreed upon by the PROFESSIONAL and the COUNTY. Payments shall be made for the PROFESSIONAL'S work-in progress or completed service items based on the agreed method of compensation as outlined in the Agreement.

When the Lump-Sum Payment Method is used for a particular service or activity within this Agreement and any MODIFICATIONS and/or a CHANGE ORDER, the COUNTY shall pay the PROFESSIONAL for services performed for tasks set forth in this Agreement and any MODIFICATIONS and/or CHANGE ORDER on the basis of the invoice statement covering the PROFESSIONAL'S work-in-progress expressed as a percentage of the total cost of the work and/or services required for each task involved. All such work-in-progress percentages are subject to review and approval by the COUNTY'S PROJECT MANAGER. The decision of the COUNTY shall be final as to work-in-progress percentages to be paid. Payment by the COUNTY for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or work-in-progress. The PROFESSIONAL shall be responsible for correcting, re-doing, modifying or otherwise completing the work and services required for each task before receiving final full payment, whether or not previous work-in-progress payments have been made by the COUNTY.

(3) PAYMENT SCHEDULE

The COUNTY shall issue payment to the PROFESSIONAL as invoices are provided from the PROFESSIONAL, which invoices must be in acceptable form and must contain the requested detailed description of charges.

Should the COUNTY object or take exception to the amount of the PROFESSIONAL'S invoice statement, the COUNTY shall notify the PROFESSIONAL of such objection or exception within twenty (20) business days from date of payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said twenty (20) business day period, the COUNTY, as represented by the COUNTY'S PROJECT MANAGER, shall have the authority to withhold the disputed amount and make payment to the PROFESSIONAL of any amount not in dispute. Payment of any disputed amount, or adjustment thereto resolved by mutual agreement of the parties will be paid in accordance with the Local Government Prompt Payment Act.

SECTION 7 – TIMELY ACCOMPLISHMENT OF SERVICES

The PROFESSIONAL shall complete the work for this Agreement in accordance with the Project Schedule provided in **EXHIBIT "H"; EXHIBIT "H" is attached hereto and made part hereof**. The timely performance, provision, and completion of the required PROFESSIONAL SERVICES, work, and materials is vitally important to the interests of the COUNTY. Time is of the essence for all the duties and obligations contained in this Agreement. The COUNTY may suffer damages in the

event that the PROFESSIONAL does not accomplish and complete the required services in a timely manner. The PROFESSIONAL agrees to employ, engage, retain, and/or assign an adequate number of qualified personnel throughout the period this Agreement is in effect so that all PROFESSIONAL SERVICES will be provided and performed in a timely and diligent manner.

If the PROFESSIONAL fails to commence, provide, perform, and/or complete any service required under this Agreement in a timely and diligent manner as determined by the COUNTY, as set forth in this Agreement or within a specified time period delineated in executed MODIFICATION(S) or CHANGE ORDER(S), the COUNTY may consider such failure as a material breach of this Agreement. In such an event, the COUNTY, in its sole discretion, may terminate the Agreement without a termination fee or other liability.

As an alternative to termination, the COUNTY may also, at its option, upon written notice to the PROFESSIONAL, withhold any and all payments due and owing to the PROFESSIONAL, not to exceed the amount of the compensation for any work in dispute, until such time as the PROFESSIONAL resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or as set forth in any MODIFICATION(S) or CHANGE ORDER(S) issued pursuant thereto.

The PROFESSIONAL, at all times that this Agreement is in effect, shall ensure that sufficient time remains in the project schedule within which to complete the services required and authorized hereunder and/or authorized by this Agreement, or as set forth in any MODIFICATION(S) or any given CHANGE ORDER to this Agreement. In the event there are delays which would modify or extend the completion date, the PROFESSIONAL shall, within seven (7) calendar days of discovery of such delay, submit a written request to the COUNTY seeking a time extension to complete the delayed project, which request shall specifically identify the reason(s) for the delay and the amount of time related thereto.

In the event the specified time of performance for this Agreement, or as set forth in any MODIFICATION(S) or a given CHANGE ORDER expires and the PROFESSIONAL has not requested a time extension, or if the COUNTY has denied a request for a time extension in writing, partial progress payments will be stopped on the date time expires. This section shall expressly apply to claims for early completion, as well as claims based on late completion.

SECTION 8 – STANDARDS OF PROFESSIONAL SERVICE

The work and services to be provided and/or performed by the PROFESSIONAL shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards, or other guidelines issued by any governmental agency having jurisdiction over all or a portion of any work performed under this Agreement in effect at the time of the performance of the PROFESSIONAL SERVICES. All final documents, reports, studies, or other data prepared by the PROFESSIONAL shall bear a professional's seal/signature in accordance with the applicable Florida Statutes and/or any applicable Administrative Rules promulgated by the Florida Department of Business and Professional Regulation (where applicable).

SECTION 9 – PROFESSIONAL'S QUALITY CONTROL

9.1 – RESPONSIBILITY TO CORRECT

The PROFESSIONAL agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, and other services, work, and materials performed, provided, and/or furnished by PROFESSIONAL, or any SUBCONSULTANT(S) utilized by the PROFESSIONAL, pursuant to this Agreement.

Upon written notice from the COUNTY, the PROFESSIONAL shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, calculations, estimates, plans, work, and materials resulting from the negligent act, errors or omissions, or intentional misconduct of the PROFESSIONAL.

If the PROFESSIONAL does not correct the defective work within the time specified in the COUNTY'S written notice, the COUNTY may have the deficiency corrected. All direct or indirect costs of such correction shall be paid by the PROFESSIONAL or deducted from payment due to the PROFESSIONAL.

If any work or submittal prepared by the PROFESSIONAL contains an error, omission, deficiency, or mistake and the PROFESSIONAL fails to correct such error, omission, deficiency or mistake within the time period established for completion in the notice to correct, the COUNTY, in its discretion, may, elect to terminate this Agreement without a termination fee or other liability.

9.2 – COUNTY'S APPROVAL SHALL NOT RELIEVE PROFESSIONAL OF RESPONSIBILITY

Neither review, approval, nor acceptance by the COUNTY of data, studies, calculations, estimates, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROFESSIONAL shall in any way relieve the PROFESSIONAL of responsibility for the adequacy, completeness, and accuracy of its services, work and/or materials. Neither the COUNTY'S review, approval, or acceptance of, nor payment for, any of the PROFESSIONAL'S work, services, and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action the COUNTY may have arising out of the performance of this Agreement.

The PROFESSIONAL agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any action or omission of the PROFESSIONAL, in which the COUNTY participates either through review of or concurrence with the PROFESSIONAL'S actions. In reviewing, approving, or rejecting any submissions or other work prepared by the PROFESSIONAL, the COUNTY in no way assumes or shares any of the responsibility or liability of the PROFESSIONAL under this Agreement.

SECTION 10 – WORK WITHIN COUNTY PROPERTY / PROFESSIONAL TO REPAIR PROPERTY DAMAGE CAUSED BY THE PROFESSIONAL OR ITS SUBCONSULTANTS

10.1 As applicable, the PROFESSIONAL, any SUBCONSULTANT retained by PROFESSIONAL, or any

other person, firm, corporation, or other entity that contracts with or provides goods or services to the PROFESSIONAL in connection with the work required to be performed pursuant to this Agreement shall perform all work within only the COUNTY-owned right-of-way(s) and any COUNTY easement(s), or as permitted by this Agreement or by law.

10.2 The PROFESSIONAL agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the COUNTY, any property damage arising out of, or caused by, the willful or negligent acts of the PROFESSIONAL and/or its SUBCONSULTANT(S). The COUNTY reserves the right, should the PROFESSIONAL fail to make such repairs and/or replacements within a reasonable period of time, to cause such repairs and/or replacements to be made. All costs and expenses associated with having such repairs and/or replacements performed shall be paid for by the PROFESSIONAL directly or via reimbursement to the COUNTY from the PROFESSIONAL.

SECTION 11 – REPORTS AND REVIEWS

11.1 The COUNTY may, at any time, require the PROFESSIONAL to report in writing in a format approved by the COUNTY on the status and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, the COUNTY may require the PROFESSIONAL to provide an estimate of the overall percentage of completion.

11.2 The COUNTY will monitor the PROFESSIONAL'S work product for compliance with project standards and criteria and may make comments and recommendations to the PROFESSIONAL regarding the work. However, any such monitoring or comments and recommendations by the COUNTY, or absence thereof, shall not relieve the PROFESSIONAL of any of its obligations under this Agreement. The PROFESSIONAL retains sole authority and responsibility for the adequacy and accuracy of its PROFESSIONAL SERVICES in accordance with generally accepted practices.

SECTION 12 – DOCUMENTS

The documents which comprise this Agreement between the COUNTY and the PROFESSIONAL consist of the following:

1. This Professional Services Agreement and its Exhibits.
2. Any CHANGE ORDERS or MODIFICATIONS issued pursuant to this Agreement and executed by the COUNTY and the PROFESSIONAL.
3. Request for Statements of Qualifications – RSQ-KM-25-020, including any written addenda.
4. PROFESSIONAL'S written proposal submitted in response to RSQ-KM-25-020, including any exhibits or attachments.

SECTION 13 – COMPLIANCE WITH LAWS AND REGULATIONS

13.1 The PROFESSIONAL shall observe and comply with all applicable federal and state laws, COUNTY and municipal ordinances, and the rules and regulations of all authorities having jurisdiction

over the project and all work performed pursuant to this Agreement, including but not limited to those laws and regulations included and referenced in the solicitation, RSQ-KM-25-020. All applicable federal, state, and local laws and ordinances are deemed to be included in this Agreement the same as though herein written out in full.

13.2 The PROFESSIONAL shall give all notice and comply with all laws, ordinances, rules, and regulations applicable to the PROFESSIONAL SERVICES. If the PROFESSIONAL observes that the Agreement or executed CHANGE ORDER or MODIFICATION are contradictory to such laws, rules, and regulations, the PROFESSIONAL will notify the COUNTY PROJECT MANAGER promptly in writing. An appropriate CHANGE ORDER or MODIFICATION shall then be used to institute any necessary changes. If the PROFESSIONAL performs any work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations and without such notice to the COUNTY PROJECT MANAGER, the PROFESSIONAL shall bear all related costs.

SECTION 14 – PROHIBITION AGAINST CONTINGENCY FEES

In accordance with the provisions of section 287.055, Florida Statutes, the PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL to solicit or secure this Agreement and that the PROFESSIONAL has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the PROFESSIONAL, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 15 – TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

The PROFESSIONAL certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price, and any additions thereto, shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The COUNTY may exercise its rights under this "certification" within one (1) year following final payment.

Pursuant to subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category

Two, for a period of 36 months following the date of being placed on the convicted vendor list. The PROFESSIONAL agrees to include this provision in all contracts it issues as a result of this Agreement.

SECTION 16 – DISCRIMINATORY VENDOR LIST

The COUNTY adheres to subsection 287.134(2)(a), Florida Statutes. The COUNTY will not transact business with entities or affiliates placed on the discriminatory vendor list maintained by the Florida Department of Management Services. By signing this Agreement, the PROFESSIONAL certifies that it is not placed on the discriminatory vendor list. The COUNTY may terminate this Agreement if this PROFESSIONAL certification is found to be false. The PROFESSIONAL agrees to include this provision in all contracts issued as a result of this Agreement.

SECTION 17 – SCRUTINIZED COMPANIES

(1) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

By signing this Agreement, the PROFESSIONAL certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The PROFESSIONAL agrees to notify the COUNTY if placement on any of the aforementioned lists occurs or if the PROFESSIONAL is engaged in a boycott of Israel or has business operations in Cuba or Syria.

The COUNTY may terminate this Agreement if the PROFESSIONAL certification above is found to be false; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or has been engaged in business operations in Cuba or Syria. In addition to possible termination of this Agreement based on the above grounds, the County will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

SECTION 18 – COMPLIANCE WITH PUBLIC RECORDS ACT

The PROFESSIONAL shall allow public access to documents and materials made or received pursuant to this Agreement by either party in accordance with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the PROFESSIONAL shall (a) keep and maintain public records required by the COUNTY to perform the services under the Agreement; (b) upon request by the below COUNTY custodian of records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided; (c) ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the PROFESSIONAL does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the PROFESSIONAL. Upon transfer, the PROFESSIONAL shall destroy any duplicate public records that are exempt or confidential and exempt from the public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 847-8147, PRR@MYPASCO.NET, OR 7536 STATE STREET, NEW PORT RICHEY, FL 34654.

Under Florida law, a professional who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

SECTION 19 – RETENTION OF DOCUMENTS

All documents prepared or obtained under this Agreement are the property of the COUNTY without restriction or limitation on their use and shall be made available upon request to the COUNTY at any time.

19.1 Said records and documentation shall be retained by the PROFESSIONAL and made available to the COUNTY for a minimum of five (5) years from the date of completion of the work. The COUNTY shall have the right to audit, inspect, and copy all such records and documentation as often as the COUNTY deems necessary during the term of this Agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the PROFESSIONAL shall retain records and supporting documentation until further notified.

19.2 For those projects funded by State funds, the PROFESSIONAL agrees to cooperate with any audit(s) requested by the State Auditor General's Office or, in the instance of federal funding, by the funding agency.

SECTION 20 – CONFLICT OF INTEREST

The PROFESSIONAL represents that it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of the services required by this Agreement, and which interest has not been disclosed to the COUNTY in writing. The PROFESSIONAL expressly agrees that, throughout the Effective Period, it shall not acquire an interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, or which would conflict with any interest of the COUNTYA. The PROFESSIONAL further agrees that no person having any such interest shall be employed or engaged by the PROFESSIONAL for said performance. In addition, the PROFESSIONAL shall require all SUBCONSULTANTS to comply with the provisions of this Article.

If the PROFESSIONAL is about to engage in representing another client, whom it in good faith believes could result in a conflict of interest with the work being performed by the PROFESSIONAL pursuant to this Agreement, then the PROFESSIONAL shall promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. The COUNTY will advise the PROFESSIONAL within twenty (20) calendar days, in writing, if such conflict of interest exists. If the COUNTY determines that a conflict of interest exists, the PROFESSIONAL and/or any SUBCONSULTANT shall decline the representation upon the COUNTY'S written notice. If the COUNTY determines that there is no such conflict of interest, then the COUNTY shall give its written consent to such representation.

In the event the PROFESSIONAL fails to advise or notify the COUNTY, as provided hereinabove, of representation which could, or does, result in a conflict of interest, or should the PROFESSIONAL fail to decline such representation upon the COUNTY'S written notice, the COUNTY may, in its sole discretion, terminate this Agreement in accordance with the provisions of Section 23 below.

SECTION 21 – INSURANCE

The PROFESSIONAL shall not commence any work pursuant to this Agreement until satisfactory proof of all insurance required hereunder has been provided to and approved by the COUNTY. It shall be the responsibility of the PROFESSIONAL to ensure that all SUBCONSULTANT(S) performing services pursuant to this Agreement comply with the insurance requirements of this provision. The PROFESSIONAL shall furnish to the COUNTY certificate(s) of insurance in the form required by COUNTY and, if requested by the COUNTY, the PROFESSIONAL shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that the PROFESSIONAL has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) calendar days' prior written notice to the COUNTY, as provided below. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) calendar days' prior written notice by certified mail (return receipt requested) has been given to the COUNTY to the attention of the Pasco County Risk Manager, Internal Services Building, 7536 State Street, Suite 111, New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of this Agreement, a renewal certificate shall be issued within thirty (30) calendar days prior to said expiration. Compliance with the foregoing requirements shall not relieve the PROFESSIONAL of any liability and/or other obligations pursuant to this Agreement. Neither approval by the COUNTY, nor a failure to disapprove insurance certificates or policies furnished by the PROFESSIONAL, shall release the PROFESSIONAL from full responsibility of all liability or its obligations under this Agreement.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the COUNTY. All policies of insurance required by this Agreement shall be primary insurance with respect to the COUNTY, its officials, agents, or employees. Any insurance or self-insurance maintained by the COUNTY or its officials, agents, or employees, shall be in excess of the PROFESSIONAL'S insurance and shall not contribute with it. All policies of insurance required by this Agreement, except Workers' Compensation and Errors and Omissions Liability, shall specifically provide that Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees, as well as the Florida Department of Transportation and its officials, agents, or employees (FDOT), shall be "additional insureds" under the policy and shall contain a provision for severability of interests. The COUNTY and FDOT shall also be listed as certificate holders. All insurance policies required herein shall apply to all operations, activities, or use by the PROFESSIONAL or anyone employed by, contracting with, or acting at the PROFESSIONAL'S direction or supervision. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the COUNTY.
Any deductibles or self-insured retentions must be declared and approved by the COUNTY and are the responsibility of the PROFESSIONAL. The minimum kinds and limits of coverage to be carried by the PROFESSIONAL throughout the term of this Agreement shall be as follows:

21.1 – WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The PROFESSIONAL and all SUBCONSULTANTS shall take out and maintain, during the life of this Agreement, Worker's Compensation Insurance for all employees working on this Agreement. Coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of $100,000.00 each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees. In case any employee is engaged in any hazardous work pursuant to this Agreement and is not protected under the Workers' Compensation statute, the PROFESSIONAL and any SUBCONSULTANT(S) shall provide for adequate insurance coverage to protect these employees, as required under Florida law.

21.2 – COMPREHENSIVE GENERAL LIABILITY INSURANCE

The Comprehensive General Liability Insurance shall include premises and/or operations, products and/or competed operations, broad form of property damage, XCU coverage, independent contractors, and contractual liability, and shall be written on an "occurrence basis."

Bodily injury and personal injury, including death:

- $1,000,000.00 each person
- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

21.3 – COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Comprehensive Automobile Liability Insurance shall include owned vehicles, hired, and non-owned vehicles, and employees' non ownership.

Bodily injury and personal injury, including death:

- $1,000,00.00 each person
- $3,000,000.00 aggregate

Property damage:

- $1,000,000.00 each occurrence
- $3,000,000.00 aggregate

21.4 – PROFESSIONAL LIABILITY INSURANCE

The PROFESSIONAL shall maintain during the term of this Agreement standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence/$1,000,000.00 in the aggregate. The COUNTY may require a higher limit, as mutually agreed to with the PROFESSIONAL, for specific CHANGE ORDERS.

SPECIAL INSTRUCTIONS: Occurrence form Professional Liability Insurance is highly preferred. However, in the event the PROFESSIONAL is only able to secure claims-made Professional Liability Insurance, special conditions apply. All certificates of insurance must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, the PROFESSIONAL shall be obligated by virtue of this Agreement to maintain insurance coverage in effect with no less than limits of liability nor any more restrictive terms and conditions for a period of seven (7) years from the date of this Agreement. All Certificates of Insurance must clearly indicate whether the coverage is on a claim made or an occurrence basis.

SECTION 22 – SUSPENSION OF WORK

In addition to the COUNTY'S contractual right to terminate this Agreement in its entirety as set forth

above, the COUNTY may, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the PROFESSIONAL SERVICES set forth herein. The COUNTY shall provide written notice to the PROFESSIONAL in order to implement a stoppage, suspension, supplement or change. If any engineering, professional or consulting services covered by this Agreement to be carried out by the PROFESSIONAL shall be suspended, abated, or terminated at the direction of the COUNTY for reasons unrelated to the quality of work provided by the PROFESSIONAL, the COUNTY shall pay the PROFESSIONAL for such services actually rendered prior to the suspension, abatement, or termination, and any reasonable additional costs incurred by the PROFESSIONAL to effectuate an orderly closing of its activities, with the payment to be based insofar as possible on the fees established in this Agreement.

SECTION 23 – TERMINATION

The COUNTY may terminate this Agreement for any one or more of the following reasons:

1. If adequate progress on any phase of the PROFESSIONAL'S SERVICES is not being made by the PROFESSIONAL as a direct result of the PROFESSIONAL'S failure to perform.
2. The quality of the PROFESSIONAL SERVICES performed by the PROFESSIONAL is not in conformance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement and the particular services involved are considered by the COUNTY to be essential to the proper completion of the PROFESSIONAL SERVICES.
3. The PROFESSIONAL or any employee or agent of the PROFESSIONAL is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any PROFESSIONAL SERVICES that have been performed by the PROFESSIONAL.
4. The PROFESSIONAL becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.
5. The PROFESSIONAL is in non-compliance with any other provision of this Agreement.

In the event of any of the causes described in Items (1) through (5) above, the COUNTY'S PROJECT MANAGER will send a written notice to the PROFESSIONAL requesting that the PROFESSIONAL show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) calendar days of receipt by the PROFESSIONAL of the show cause notice, the COUNTY may consider the PROFESSIONAL to be in default and may immediately terminate this Agreement.

Notwithstanding any other provision of this Agreement, this Agreement and/or any CHANGE ORDER(S) may be terminated for any reason by the COUNTY giving fourteen (14) calendar days' written notice to the PROFESSIONAL of the COUNTY'S intent to terminate. In the event that a task of this Agreement and/or any CHANGE ORDER is terminated, the COUNTY shall identify the specific task and/or CHANGE ORDER being terminated and the specific tasks and/or CHANGE ORDER(S) to be continued for completion, pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized tasks and/or CHANGE ORDER(S) which are to be continued to completion, unless the Agreement is terminated in full.

In the event of termination of this Agreement, the COUNTY shall compensate the PROFESSIONAL only for: (1) all services performed and accepted by the COUNTY prior to the effective date of the termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROFESSIONAL in affecting the termination of services, including costs incurred by submittal to the COUNTY of project drawings, plans, data, and other documents.

The PROFESSIONAL shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with services which are terminated, suspended, eliminated, or cancelled.

Upon termination of this Agreement by the COUNTY, the PROFESSIONAL shall promptly deliver to the COUNTY copies of all then completed deliverable items and all plans, reports, studies, calculations, maps, graphics, and other documents that directly support the deliveries prepared by PROFESSIONAL.

SECTION 24 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Neither the COUNTY nor the PROFESSIONAL shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. Except as otherwise authorized in this Agreement, the PROFESSIONAL shall not subcontract any of its service obligations hereunder to third parties without the prior written approval of the COUNTY. The PROFESSIONAL shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as SUBCONSULTANTS to the PROFESSIONAL pursuant to the requirements of this Agreement. The COUNTY shall have the right and be entitled to withhold its approval of SUBCONSULTANTS, but such approval shall not be unreasonably withheld.

SECTION 25 – INDEPENDENT CONTRACTOR

Neither the COUNTY nor any of its employees shall have any control over the conduct of PROFESSIONAL or any of PROFESSIONAL'S employees, except as herein set forth. The PROFESSIONAL and any and all SUBCONSULTANTS are and shall be independent contractors in and throughout the performance of all work and services provided and performed pursuant to this Agreement. As independent contractors, the PROFESSIONAL'S and the SUBCONSULTANT'S agents, servants or employees shall not be deemed agents, servants or employees of the COUNTY.

The PROFESSIONAL does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Agreement. The PROFESSIONAL shall be responsible to the COUNTY for all the work or services performed by the PROFESSIONAL or any person or firm engaged as a SUBCONSULTANT pursuant to this Agreement. The COUNTY shall not be liable to any SUBCONSULTANT, or any other person, firm, corporation or other entity that contracts with or provides goods or services to the PROFESSIONAL in connection with the work required to be performed pursuant to this Agreement. The COUNTY shall not be liable to any SUBCONSULTANT, or any other person, firm, corporation or other entity for debts or claims accruing to such parties against the PROFESSIONAL pursuant to any work or services performed under this Agreement.

SECTION 26 – GENERAL PROVISIONS

26.1 – CHOICE OF LAW / VENUE

This Agreement is to be governed by the laws of the State of Florida. The venue for any state court litigation resulting out of this Agreement shall be at the West Pasco Judicial Center, in Pasco County, Florida. Venue for any federal court litigation shall be at the United States Court in and for the Middle District of Florida – Tampa Division.

26.2 – SUCCESSORS AND ASSIGNS

The COUNTY and PROFESSIONAL respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The PROFESSIONAL shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY.

26.3 – EXTENT OF THE AGREEMENT

This Agreement represents the entire and integrated agreement between the COUNTY and the PROFESSIONAL and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may only be amended, supplemented, modified, changed or canceled by a written instrument executed by both parties hereto.

26.4 – NON-EXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract and the COUNTY may employ additional or other professional consulting firms to perform any work contemplated by this Agreement without liability to the PROFESSIONAL.

26.5 – INDEMNIFICATION OF THE COUNTY

For good and valuable consideration, the receipt of which is acknowledged, and notwithstanding the provisions of section 725.06, Florida Statutes, and in accordance with section 725.08, Florida Statutes, the PROFESSIONAL shall indemnify and hold harmless the COUNTY and the COUNTY'S Commissioners, officers, agents, and employees, harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the PROFESSIONAL and other persons employed or utilized by the PROFESSIONAL in the performance of the contract.

The PROFESSIONAL shall not be required to indemnify the COUNTY for any acts of the COUNTY'S employees or agents not contemplated by section 725.08, Florida Statutes. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

This provision shall also pertain to any claim brought against the COUNTY by any employee of the PROFESSIONAL, its SUBCONSULTANTS or anyone directly or indirectly employed by any of them.

The PROFESSIONAL'S indemnification obligation under the provision shall not be limited in any way to the consideration hereunder, the agreed upon prices as shown in this Agreement, or any other agreed payment or compensation amount, nor shall this indemnification be limited due to the PROFESSIONAL'S lack of sufficient insurance protection. The PROFESSIONAL hereby acknowledges and expressly agrees that the compensation to be paid to the PROFESSIONAL by the COUNTY pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.

26.6 – NOTICES

Any notices to be given under this Agreement shall be in writing and delivered by United States Mail to the respective addresses referenced above. All such notices shall be sent to the designated project managers for each party.

26.7 – E-VERIFY PROGRAM

A contractor or consultant entering into a contract with a public entity (such as the County) is required to be registered with the U.S. Department of Homeland Security's E-Verify System and to utilize it to verify the work authorization status of all newly hired employees throughout the term of the contract. The PROFESSIONAL shall also be required to obtain and retain affidavits from all subcontractors or subconsultants utilized during the contract verifying that they do not employ, contract with, or subcontract with any unauthorized aliens as that term is defined in 8 U.S.C.S. 1324a(h)(3). The failure to comply with this requirement constitutes grounds for termination of the contract and for such other penalties as provided under section 448.095, Florida Statutes.

If a public employer has terminated a contract with a contractor for failure to comply with the requirements of the paragraph above, the contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated.

The County reserves the right to request verification of compliance from its consultants and contractors during the term of its contract with the County and for a period of up to five (5) years thereafter. Should a County-retained consultant, contractor, and/or its subconsultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant, contractor and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the county as a result of such non-compliance. Compliance with this section is mandatory for all projects.

26.8 – MAINTENANCE OF RECORDS / COOPERATION WITH STATE AUDITS

The PROFESSIONAL shall keep and maintain its accounting records and supporting documentation related to the services, work, information, expenses, costs, invoices and materials provided and/or performed pursuant to the requirements of this Agreement for a minimum of five (5) years from the date of termination or expiration of this Agreement. The COUNTY, its authorized agents and representatives of federal and state agencies funding the Agreement ("AGENCIES") shall, with reasonable prior notice, have the right to audit, inspect and copy all such accounting records and

supporting documentation as often as they deem reasonably necessary during the effective period of the Agreement and during the five (5) year period after the date of final payment or termination hereof. Any auditing, inspections or copying of the PROFESSIONAL'S accounting records and supporting documentation performed by the COUNTY or AGENCIES shall be conducted during normal business hours upon reasonable prior notice to the PROFESSIONAL and shall be at the sole expense of the COUNTY or the AGENCIES.

The PROFESSIONAL specifically acknowledges that if state funding is utilized for the project, the PROFESSIONAL will agree to cooperate with any audit initiated by the Office of the Auditor General of the State of Florida or any successor office. Such cooperation includes any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes, or any federal funding agency.

26.9 – WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed as a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

26.10 – FORCE MAJEURE

Neither the COUNTY nor the PROFESSIONAL shall be liable for delay or their failure to perform hereunder due to circumstances beyond their respective control, such as Acts of God, governmental laws or orders (which do **not** include tariffs for purposes of this Agreement), wars, riots, pandemics, national emergencies, strikes, or accidents. The COUNTY or the PROFESSIONAL may suspend their respective performance under this Agreement as a result of a force majeure and shall resume performance as soon as is reasonably possible. The delayed party must notify the other party promptly upon the occurrence of any such circumstance and inform the other party of its plans to resume performance; otherwise, performance by the delayed party will not be considered excused pursuant to this Section.

Should the PROFESSIONAL be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes not due to its own fault or neglect, the PROFESSIONAL shall notify the COUNTY in writing within seven (7) calendar days after commencement or discovery of such delay, stating the cause(s) therefore and requesting an extension of the PROFESSIONAL'S time of performance. Causes beyond the control of the PROFESSIONAL shall include, but are not limited to, court orders and injunctions, actions or rulings of any federal, state or municipal authority (including the COUNTY) having jurisdiction over any project and/or any Force Majeure event as delineated in this Section.

Upon receipt of the PROFESSIONAL'S request for an extension of time for cause(s) beyond the control of the PROFESSIONAL, the COUNTY ADMINISTRATOR shall have the discretion to grant an extension of time only if the COUNTY determines the delay encountered by the PROFESSIONAL was not due to its own fault or neglect. All other extensions of time must be approved by the Board of County Commissioners.

No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the PROFESSIONAL'S services for any cause whatsoever, including those for which the COUNTY, including any of its agents or employees, may be responsible in whole or in part, shall relieve the PROFESSIONAL of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY.

The PROFESSIONAL'S sole remedy against the COUNTY in the event of such interruption, interference, inefficiency, suspension, or delay in the commencement or progress of such services shall be the right to seek an extension of the time only. However, such extension shall not operate as a waiver of any other rights of the COUNTY. This section shall expressly apply to claims for early completion, as well as claims based on late completion. The COUNTY shall not be responsible for any consequential damages or loss in profits incurred by the PROFESSIONAL from such delays.

26.11 – SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

26.12 – OWNERSHIP OF DOCUMENTS

All documents, such as drawings, tracings, notes, photographs, computer files, plans, specifications, maps, evaluations, reports and other records and data relating to this Agreement shall become the property of the COUNTY and shall be delivered by the PROFESSIONAL to the COUNTY within thirty (30) calendar days of completion of the Project or within seven (7) calendar days of the COUNTY making a request for said document delivery, whichever is applicable. In the event the COUNTY gives the PROFESSIONAL a written Notice of Termination pursuant to Section 23 of this Agreement, or upon issuance to the PROFESSIONAL by the COUNTY of a written MODIFICATION or CHANGE ORDER which deletes all or part of the work or services required, the PROFESSIONAL shall deliver to the COUNTY any and all documents listed above with the mutual understanding and commitment by the COUNTY that compensation earned or owing to the PROFESSIONAL for services provided or performed by the PROFESSIONAL pursuant to this Agreement prior to the date of any such termination will be paid to the PROFESSIONAL as provided in Section 23 and within sixty (60) calendar days of the date of issuance of the Notice of Termination.

The PROFESSIONAL, at its expense, may make and retain copies of all documents delivered to the COUNTY for the PROFESSIONAL'S reference and internal use. The PROFESSIONAL shall not use any of these documents and/or data or information contained therein on any other project or for any other client without the prior expressed written permission of the COUNTY.

26.13 – HEADINGS

The headings of the articles, sections, subsections, exhibits, and/or attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, subsections, exhibits and/or attachments.

26.14 – ENTIRE AGREEMENT

This Agreement, including all referenced exhibits and attachments hereto, and together with all the documents referenced in Section 12, constitutes the entire Agreement between the COUNTY and the PROFESSIONAL and shall supersede, replace, and nullify any and all prior agreements or understandings, written and oral, relating to the matters set forth herein. Prior agreements or understandings, if any, shall have no force or affect whatsoever on this Agreement.

26.15 – EVALUATION OF THE PROFESSIONAL

The COUNTY shall perform a performance evaluation of the PROFESSIONAL. The evaluation shall be forwarded to the PROFESSIONAL for their records.

SECTION 27 – EXECUTION IN COUNTERPARTS

For the convenience of the parties and to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

(The Remainder of This Page is Intentionally Left Blank.)

(Signature Page to Follow.)

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Professional Services Agreement for solicitation no. RSQ-KM-25-020, effective the last day and year entered below.

(SEAL)

ATTEST:

By: Heather Brimes, D.C.
for Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

By: _____
Michael J. Carballa, P.E.
County Administrator
Per Agenda Memo PU25-0021

Date: 4/24/26

Approved as to Legal Form and Sufficiency:

_____
Pasco County Attorney's Office

PROFESSIONAL:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Print: GARY J. NADEAU

Title: SR VICE PRESIDENT

Date: APRIL 22, 2026

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} ss
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me on APRIL 22, 20 26, by means of:
[X] **physical presence,** or
[ ] **online notarization**
by: ***[as applicable, complete one (1) of the four (4) choices below]:***

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] GARY J. NADEAU, who executed the foregoing instrument as
[Title] SR VICE PRESIDENT
of [Corporation or Company Name] KIMLEY-HORN AND ASSOCIATES, INC. a:
[X] **corporation,** or
[ ] **limited liability company**
organized under the laws of [State] NORTH CAROLINA

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____
_____, a [State] _____ partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact for _____.

****

Said person is (check one below):
[X] **Personally known to me,** or
[ ] **Has produced** _____ **as identification**
on behalf of [*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]:
Kimley-Horn and Associates, Inc.

Caroline Piro
Signature of person taking acknowledgment

[Notary Stamp or Seal]

Caroline Piro
Print Notary's Name

(This line required to be completed by §117.05, F.S.)

Notary Public State of Florida
Caroline Piro
My Commission HH 665178
Expires 4/15/2029

Docusign Envelope ID: 80DDD373-4B8B-42C5-9A36-18E776293D87

Kimley»Horn

Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 15, 2025 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: December 30, 2025

Ashley Keil

Ashley R. Keil, Secretary

(corporate seal) KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

Docusign Envelope ID: 80DDD373-4B8B-42C5-9A36-18E776293D87

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2025

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

Atlantic

Baltimore City
Kraft, Jon
Miller, Sean
Smith, Jeff

Baltimore County
Bishop, Matt
Leffner, Nick
Linkous, Blaine

Boston
Jacques, Christopher
Keegan, Kathy

Charlottesville
Oliver, Jonathan

Harrisburg
Bankert, Larry
McGinley, Stephen

Loudoun
Bollinger, Kyle
Giffin, Geoff
Millot, Sean
Phillips, Mark

Montgomery County
Murphy, Erin

New York City - KHNY
Esch, Kelly
LoFrisco, Daniel

Northern Virginia
Carter, Erica
D'Alessandro, Jonathan
Elman, Paul
Frosch, Colin
Howell, Chris
Kauppila, John
Knox, Sarah
Koopman, Jennifer
Lefton, Steve
McIntyre, Emma
Musson, David
Powell, Meredith
Prunty, Rob
Samba, David
Sauro, Tom
Schrader, Carly
Smith, Andy
Teague, Zach
Whyte, David

Philadelphia Center City
Harmon, Amanda
Hewitt, Maddy
Hughes, Paul
Morgan, Taylor

Pittsburgh
Beaves, Adele
Beduhn, Tyler
Moldovan, Bill

Princeton
Diggan, Tony
Gibson, Adam

Richmond
Harrell, Matt
Hill, Corey
Lickliter, Ashley
Madary Crum, Katie
McCray, Danielle
McPeters, Brian
White, Tim

Richmond West
Chance, Max
Dougherty, Sean
Perkins, Ryan

Virginia Beach
Dallman, David
Davidson, Scott
Falk, Kathy
Farthing, Andrew
France, Dave
Funk, Scott
Holland, Kimberly
Holland, Stephen
Mertig, Karl
Moser, Emily
Niss, Robyn
Schmitt, Greg
Votava, Chip
Wharton, Michelle
Williams, Kyle
Yee, Jeremy

White Plains - KHNY
Apostoleris, Dean
Canning, John
Van Hise, Kevin

Williamsburg
Basic, Christopher

California

Escondido
Kirby, Jennifer

Long Beach
Hewitt, Melissa
Phillips, Chad
Starkey, Hunter

Los Angeles
Duong, Dan
Fares, Jean
Kyle, Greg
Phaneuf, Alyssa
Ranta, Sherry

Monterey
Falgout, Mark

Oakland
Akwabi-Ameyaw, Kwasi
Colety, Mike
Dankberg, Adam

Orange
Adrian, Darren
Bossu, Dave
Glaze, Jacob
Kerry, Nikki
Koivuniemi, Kyle
Marechal, Jason
Matson, Jason
Melchor, Jason
Melvin, Pearse

Pleasanton
Chazbek, Chadi
Johnson, Miles
Mowery, Mike
Sowers, Brian
Thal, Nicole

Riverside
Alvarez, Leticia

Sacramento
Bhatt, Sheetal
Pittalwala, Fareed
Schmitt, Mike
Weir, Matt

San Diego
Barlow, Matthew
Becker, Justin
Cowan, Davie
Harry, Jennifer
Heustess, Aaron
Kaltsas, Joe
Madsen, Michael
McCormick, Matt
McWhorter, Sam
Podegracz, Anthony
Ulery, Megan
Valencia, Jason

San Jose
Hedayat, Leyla
Mehta, Parag
Venter, Frederik

San Mateo
Pulliam, John

Santa Clarita
Chakravarthy, Sri

Temecula
Pollock, John

Carolinas

Charleston
Edmonson, Cole
Guy, Jonathan

Charlotte
Blakley, Steve
Denney, Seth
Edwards, Matt
Lewis, Ryan
Racer, Joseph
Taylor, Ben

Columbia
Iser, Chris

Durham
Lewellyn, Earl
Raney, Nolan

Fort Mill
Holcomb, John

Greenville
Hensley, Alex

Holly Springs
Brewer, Jordan

Raleigh
Adams, Richard
Barber, Barry
Beck, Chad
Brewer, Brian
Carter, Tim
Cochran, Adam
Cook, Richard
Flanagan, Tammy
Glass, Bri
Gresham, Teresa
Hartshorn, Jason
Howell, Cory
Keil, Ashley
Kuzenski, John
Leverett, Chris
Meador, Emily
Netzer, Lesley
Royal, Randy
Thompson, Erin

Central

Dallas
Fraccaro, Joe
Galloway, Steve
Harris, Mark
Henrichs, Tyler
Lawhorn, Caroline
Moss, Brad
Rader, Aaron
Samarripas, Anthony
Sulkowski, Nick
Williamson, Sarah

Fort Worth
Arnold, Doug
Arnold, Scott
Brewer, Cody
Hill, Bradley
Igo, Chris
James, Jeff
Kubista, Kyle
Landon, Jeff
Nathan, Aaron
Webb, Cole

Frisco
Coppin, Tom
Dickey, Kyle
Duenwald, Matt
Hodge, Blake
McCracken, Paul
Ross, Casey

Irving Las Colinas
Ante, Nathan

Oklahoma City
Schmidt, Luke

Richardson
Hoppers, Kevin
New, Nathan

Terrell
Lucas, Matt

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Midwest

Chicago Downtown
Lemmon, Peter
Marnell, Colleen
Mayer, Joe
Morton, J.J.
Panter, Jake
Whitson, Bryan

Chicago North Suburbs
Cooper, Jason
Stoehr, Peter
Tracy, Eric

Chicago West Suburbs
Albers, Emma
Fancler-Splitt, Rory
Garner, Chad
Heinen, Andy
Kaufman, Philip
Walker, Drew
Walker, Michi

Columbus
Muller, Justin
Reeves, Mike
Schall, Andy
Schnug, Regan

Indianapolis
Butz, Bill
Schreeg, Brandon
Sheward, Bryan
Timko, Mike
Wolfred, Drew

Kansas City
Kist, Matt
McKerrow, Jeff

Kansas City South
Myers, Zach

Northeast Ohio
Clements, Kevin

Twin Cities
Bourdon, Brandon
Elegert, Brandon
Jensen, Matt
Matzek, Will
Phipps, Ryan
Schmitz, Bill
Tadt, Eric
Wall, Lisa
Zimmerman, David

Twin Cities South
Fosmo, Eric
Moren, Luke

Twin Cities West
Kuhnau, JoNette
Manning, Jon
Wurdeman, Brian

Mountain Pacific

Aspen
Christensen, Bryce

Boise
Bard, Teller
McDougald, Brandon

Broomfield
Mack, Dana
Pratt, Anthony

Colorado Springs
Gunderson, Eric
Hess, Mitchell

Denver
Andryscik, Kory
Colvin, Scott
Garinger, Amy
Griffin, Erin
Heiberger, John
Hopkins, Christopher
Krell, Gabe
Madrid, Shelby
McGee, Meaghan
Phelps, Randall
Rowe, Curtis
McCallum, Jessica

Denver Downtown
Wilhelm, Will

Everett
Lincoln, Brad

Fort Collins
Felton, Emily
Salvagio, Robin
Skeehan, Dan
Sobieski, Dennis
Watson, Kyle
Wolterstorff, Darren

Lehi
Bick, Chris

Portland
Belsick, Jody
Lahey, Anna
Meyerhofer, Peter

Salt Lake City
Borg, Alex
Crowther, Brent
Herrick, Christine
Sheahan, Caitlin

Seattle
Chen, Nick
Kamerath, Marcy
Reeverts, Canaan
Valentine, Brian
Williams, David
Johnson, Zach
O'Brien, Molly

North Florida

Daytona Beach
Stubbs, Jarod

Gainesville
Brighton, Ali
Towne, Chris

Jacksonville
Deitsch, Brian

Lake Nona
Ashby, Brian
Martin, Jon
Parker, Tiffany
Mecca, Joe
Mullis, Mike
Roland, George
Shelton, Mark

Melbourne
Husainy, Kinan

Ocala
Busche, Richard
Elliott, Cara
Gartner, Amber
Stickler, Brooks

Orlando
Chau, Hao
Lenzen, Brent
Littrell, Lance
Mingonet, Scott
Roberts, Heather
Thigpen, Jonathan
Losito, Gene

Tallahassee
DeVeau, Zach
Kalbli, Shawn
Lewis, Kelsey
Wagner, Kasey
Wetherell, Ryan

South

Alpharetta
Dufour, Zac
Fanney, Angela
Fanney, Lawson
Hamilton, Jim
James, Alvin
Shearouse, Sarah
Stricklin, David
Walker, John
Zittrauer, Derek

Atlanta Midtown
Bosman, Eric

Birmingham
Bailey, Clark
Johnson, Elizabeth
Coleman, Sean
Elsey, Jeffrey
Pastore, Cristina
Ross, Rob
Triplett, Kate

Chamblee
Manners, Jason

Chattanooga
Skidmore, Ben

Franklin
Espelet, Leo

Memphis
Danley, Drake
Minor, Henry
Peregoy, Jarmon
Peregoy, Jennifer

Mobile
Starling, Charles

Nashville
Boyd, Jenna
Boyd, Mark
Creasman, Brett
Gram, Ryan
McMaster, Ryan
Neal, Philip
Rhodes, Chris

Peachtree Corners
Ergle, Kevin
Horbal, Bradley
Smith, Patrick

Savannah
Gwaltney, Jamie
Hunt, Rhodes
Marsengill, Chris

Woodstock
West, Brian

South Florida

Boca-Delray
Haggerty, Jordan
Tercilla, Lindsey
Webber, Jason

Fort Lauderdale
Alam, Mudassar
Capelli, Jill
Cordasco, John
Dabkowski, Adrian

Miami
Almonte Royer, Leonte
Baldo, Burt
Collier, Julio
Emmons, Erin
Falce, Chris
McWilliams, John
Robertson, Stewart
Viola, Stefano

Palm Beach Gardens
Long, Jamea
Meyer, Allie

Vero Beach
Good, Brian
Frye, Barton
Herrera, Alberto
Pasken, Ken

West Palm Beach
Lee, Jason
Rapp, Bryan
Regueiro, Eric
Schanen, Kevin
Hollen, Chris
Lawson, Jacob
Thomas, Melibe
Van Rens, Peter

West Palm Downtown
Heggen, Chris
Spruce, Mike
Schwartz, Mike
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Wolf, Treasea

Mesa
Burm, Jason
Ehrick, Taylor
Grandy, Michael
Margetts, Sterling
Mutti, Brent
Walnum, Nate

Phoenix
Artiles, Arnoldo
Christian, Raj
Connelly, Alissa
Delmarter, Michael
Henderson, Ben
Kay, Tyler
Kimm, Kevin
Kissinger, John
Leistiko, David
Marella, Damon
Perillo, Adam
Schmidt, Zachary
Sjogren, Tim
Smalkoski, Brian
Thoma, Jayme
Whitehurst, Eric

Reno
Hildebrandt, Heath
Hughey, Stephen
Nasset, Brent

Scottsdale
Haney, Steve
Jupp, Andrew
Melvin, Enda
Rutkowski, David

Tucson
Payne, Kevin
Rhine, Tim

Texas South

Austin East
Hamilton, Bob
Ponton, CJ

Austin North
Araque, Santiago
Boecker, Brian
Hudson, Harrison
Kiewit, Jordan
Neal, Trey
Parker, Brian
VanLeeuwen, Andy

Austin South
Mason, Sean
West, Craig
Williams, Ben

Bryan College Station
Harris, Chris
Lucas, Michael

Houston
Cargill, Kenneth
Frysinger, Ashley
Frysinger, Chris
Guillory, Brandon

Pearland
Deshpande, Vivek
Hall, Andy

San Antonio
Brignon, Brit
Cobler, Nathan
Farnsworth, Jeff
Holscher, Nick
Pierce, Nolan
Tait, Zach

The Woodlands
Freeman, Steven
Kirkland, Mark
Lewis, Tyler
Pickering, Brad

West Florida

Fort Myers
Bryant, Lewis
Clark, Kellie

Lakeland
Lewis, Jason
White, Wayne
Wynn, Jared

Sarasota
Cianfaglione, Chris
Klepper, Kelley
Leep, Jordan
Pankonin, James
Schmid, Seth

St Petersburg
Arriaga, Brooke
Bishop, Mark
Dodge, Dawn
Walker, Jordan

Tampa
Brenny, Martin
Bulloch, Kelly
Coffman, Jon
Collins, Carroll
Gilner, Scott
Lee, Nathan
Nadeau, Gary
Truman, Steve

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Atlantic

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Monaco, Melanie
Stieffenhofer, Krae

Baltimore County
McGowan, John
Prosser, Tom

Boston
Danzing, Danielle
Johnson, Britton
Scully, Bill

Charlottesville
Cash, Miandra

Harrisburg
Greene, Cory

Kimley-Horn of DC
Aimone, Keith

Loudoun
Williams, Austin

Montgomery County
Knuppel, Sylke

Northern Virginia
Jesensky, Kenny
Kight, Casey
Lette, Zachary
Neupane, Sangam

Peters, Griffin
Timothy, Heather

Philadelphia Center City
Buckley, Steve
Katelhon, Tom
Lohr, Andrew
Ojserkis, Max
Vernon, Paul

Philadelphia Suburban
Caponigro, Anthony
Romano, Steve
Schmoll, Lizzy

Pittsburgh
DePaolis, Jeff

Dunmire, Dennis

Princeton
Chow, Zhi
Schailey, Olivia
Ventura, Joe

Richmond
Brooks, Jordan
Capparuccini, David
Nagle, Andy
Sciarrino, Sarah
Tusing, Ellen

Richmond West
Anderson, Laura
Ellington, David

Robertson, Nicholas

Virginia Beach
Benson, Laurence
Berger, Kodi
Bourke, Katy
Callan, Angela
Gruzd, Jeremy
Henderson, Grace
Pryor, Dave
Reim, Benjamin
Romano, Nick
Sweeney, Lauren

California

Coachella Valley
Luevano, Hannah
Qureshi, Kameron

Escondido
Araujo, Mark
Diorio, Mike

Long Beach
Beltran, Amelia

Los Angeles
Bouchet, Maya
Chandrasekhar, Sowmya

Dias, Nicole

Oakland
Aguigui, Kevin
Chang, Elbert
Dole, Ryan
Tanner, Monica

Orange
Alvarez, Ryan
Bet Govargez, Barsin
Carlos, Mark
Durham, Matt
Gaines, Terrence

Guzman, Art
Lepore, Michael
Stake, Austin
Zuwawa, Ahmed

Pleasanton
Hoac, Anthony
Muthireddy, Prasanna
Paderna, Robert
Whaley, Tyler

Sacramento
Gregerson, Chris
Miller, Tim

Pantoja, Antonio

San Diego
Allegoren, Ian
Jumanan, Lauren
Kragel, Kyle
Moreno, Tammie
Oleskowicz, Nick

San Jose
Morgan, Matthew
Nguyen, Samantha
Puttagunta, Ravi
Silkwood, Blake

San Mateo
Braun, Tatiana

Santa Clarita
Choi, Michael

Temecula
Teani, Lucas
Thomas, Kevin

Carolinas

Charleston
Reiff, Rick
Sutherland, Marianne
Warfield, Casey

Charlotte
Claudio-Diaz, Jason
Fitzsimmons, Megan
Spacek, Tony

Watts, Austin

Columbia
Pierce, Gene

Durham
Purvis, Zak
Westwood, Kelsey

Fort Mill

Hanson, Andy
Massey, Amy
Tinklenberg, Chris

Greenville
Publicover, McKenzie

Holly Springs
Vickery, Bryan

Lake Norman
Hughes, Shelby
McIntyre, Alexandra

Raleigh
Blanton, Vance
Bostic, Chris
Dale, Jeff

Fluitt, Travis
Griffin, Josh
Hamby, Josh
Lowman, Caleb
Moore, Jeff
Phillips, Stacie
Robinson, Dan

Central

Celina
Dufour, Ryan
Hensley, Todd
Murphree, Brent

Dallas
Dolian, Jeffrey
McGee, Peyton
Meza, Sarah
Moody, Bryan
Ploetzner, Jamie
Ploetzner, Kate
Rathbun, Alex

Dallas Downtown
Drake, Emily
Lockwood, Lorien
Mullinix, Judd
Scott, Sarah

Fort Worth
Ainsworth, John
De Weirdt, Dave
Kercho, Josh
Simonsen, Andrew
Tidwell, Trenton

Whitacre, Jeff

Frisco
Campbell, Kelsey
Campbell, Leah
Fletcher, Thomas
Kaiser, Jason
Myers, Rob

Irving Las Colinas
Carley, Daniel
Marshall, Glen

McKinney
Budke, Andy
Korus, Rachel
Riccardi, Joe
Williams, Stuart

Northwest Arkansas
Cox, Matt

Oklahoma City
Cooksey, Steven

Richardson

Fernando, Hiron
Gallagher, Dan
Halloin, David
Kerby, Jonathan

Sherman
Carlisle, Michael

Tulsa
Akerman, Rusty

Weatherford
Tatum, Jeni

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Chicago Downtown
Duyar, Melissa
Esposito, Tony
Sawyer, Liam

Chicago North Suburbs
Solum, Ryan

Chicago West Suburbs
Eschbach, Taylor
Grove, Daniel
Kenyon, Jared
Kucharski, Adam
Summers, Nathan
Szafranski, Tom

Columbus
Ferrin, Robert
Kershner, Kevin
Kufahl, Greg
Schneider, Andy
Stauffenger, Nick

Detroit
Vincent, Corey

Indianapolis
Mayes, Chad
Shergalis, Katlyn
Taylor, Andy

Kansas City
Gallo, Anthony

Kansas City South
Signer, Dalton

Northeast Ohio
Bays, David
Fraleigh, Kevin
Krieg, Michael

Twin Cities
Borchardt, Spencer
Catchpool, Alan
Cooan, Jeremy
Ewert, Chris
Fenouil, Ashley
Hendrickson, Chelsey
Reisetter, Tyler
Robinson, Greg
Sankey, Eli
Villa, Brian
Wheeler, Colin

Twin Cities South
Lokensgard, Arik

Twin Cities West
Imholte, Kyle
Koller, Andrea
Sieh, Trisha

Mountain Pacific

Bellevue
Miller, Chris
Roland, Faith

Boise
Hahn, Abbey
Nicholson, Tim
Toy Teeters, Molly

Broomfield
Kahn, Jeremy
Knowles, Justin
Moore, Mikaela

Colorado Springs
Kofford, Kevin

Denver
Jones, Colton
Strock, Erik
Williams, Coy

Denver Downtown
Scanlon, Liz

Everett
Koltonowski, Edward
Martin, Deanna
White, Clay

Fort Collins
Reese, Andy

Lehi
Matern, John

Portland
Baxter, D.J.

Salt Lake City
Cozzens, Nancy
Morton, Leslie
Risano, Amanda
Wilcock, Jacob
Williams, Nicole

Seattle
Daneker, Katy
Kussow, Cassie
Newbauer, Derek
Willmot, Liz

Spokane
Candrian, Connor

North Florida

Daytona Beach
McConnell, Nicole

Gainesville
Manley, Elisabeth

Jacksonville
Cockriel, Josh
Krehbiel, Wendy
Reuther, Chris
Schilling, Bill

Lake Nona
Stickler, Jennifer
Swisher, Jeff
Taylor, James

Ocala
Ansari, Mo
Garri, Alan
Hill, Stewart
Mora, Nick

Orlando
Breton, Ramon
Gallo, Victor

Panama City Beach
Brittain, Jeff
Stewart, Erin
Garau, Michael
Gillespie, Matthew
Sansaricq, Brandon
Witherspoon, Greg
Woodward, Mike

Tallahassee
Appel, Felicity
Clayton, Brennon
Dempsey, Dwight
Snipes, Cam

South

Alpharetta
Clark, Logan
Cousins, David
Franklin, David
Landry, Troy
Reynolds, Josh
Rubenstein, Marcus
Shade, Eric

Atlanta Midtown
Good, Gavin
Ruelle, Mike
Skinner, Shannon
Zakem, Charles
Zhang, Bing

Birmingham
Mills, Kirk
Paton, Connor

Chamblee
Dunagin, Matt

Chattanooga
Driver, Adam

Franklin
McGowan, Mary
Patterson, John Richard

Huntsville
Brown, Jenny
Smith, Clay

Memphis
Hammond, Mike
Lewis, Heather
Mays, Dusty
Swett, Doug

Mobile
Gault, Jason

Nashville
Boles, Brendan
Eley, Alisha
Frank, Kelley
Krebs, Meridith
Larsen, Bryan

Peachtree Corners
Bukovich, Sean
Duarte, Juan
Wilton, Darren

Savannah
Clouser, Brian

Woodstock
McKinnon, Jared

South Florida

Boca-Delray
Lopez, Armando
Walker, Brady

Fort Lauderdale
Balaban, George
Brosman, Matt
Lafferty, John
Mackey, Aaron

Miami
Carballo, Paul
Dorman, Cory
Fuentes, Juan
Gonzalez, Gregory
Lizama, Ignacio
Mora, Alberto
Ramirez, Gabriela
Strunnikov, Artem

Palm Beach Gardens
Bacheler, Tori
Piccolo, Jerry
Preble, Sheila

Vero Beach
Cerjan, Mackenzie
Forman, Mike
Kleier, Eric
Roberson, Jill

West Palm Beach
Black, Nick
Fursetzer, Matt
Hetherington, Heather
Johnson, Brett
Kagawa, Ron
Ng, Gin
Richter, Tricia
Townsend, Kaitlin

West Palm Downtown
Haigh, Jonathan

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December 15, 2025

Southwest

Las Vegas
Ackeret, Thomas
Hunnicutt, Marianna
Saner, Lindsay
Wakenhut, Jon

Mesa
Bearat, Lina
Haase, Deanna
Johannsen, Shane
Stroup, Brett
Wright, Bryan

Phoenix
Barnes, Morgan
Brownell, Geoff
Clamp, Blake
Colombo, Mike
Gallagher, Heather
Golek, Charlie
Jones, Traver
McCullough, Tom
Smith, Jeff
Woolery, Chris

Reno
Giacomin, David
Waechter, Chris

Scottsdale
Frame, Garrett

Tucson
Field, Rebeca
Harris, Erin

Texas South

Austin East
Garau, Natalia
Lissak, Matt
Lundquist, Sam

Austin North
Ballard, Lance
Fowler, Tom
Gutierrez, David
Smith, Rob
Steadman, AC
Wilkins, Bradley

Austin South
Boykin, Anna
Green, Ben
Loftis, Michael
Pheiffer, Sam
Shoppa, Dwayne
Tronson, Jonathan

Bryan College Station
Lawrence, Tim
Puente, Eli

Georgetown
Granados, Alex
Helton, Austin
Miksch, Josh
Mitchell, Tyler

Houston
Allsop, Ben
Elkins, Dan
Kelly, Stephen
Moriarty, Michael

San Antonio
Aniol, Stephen
Avery, Amy
Link, Jason
Parenica, Aaron
Ruby, Ben
Sowa, Ryan
Underwood, Richard

San Marcos
Schaefer, Jordan
Slott, Brad

The Woodlands
Harland, Sara
Lanier, Morgan

West Florida

Fort Myers
Arnold, Kim
Eckmann, Douglas
Mercer, David
Rairden, Ian

Lakeland
Bator, Kait
Conerly, Bo
Tondreault, Jamison

Naples
Ebrahimi, Sina
Harris, Mike

Sarasota
Dean, Ed
Gremaux, Ty
Miele, Ashley

St Petersburg
Schneider, Jared
Semago, Michael

Tampa
Bond, Becca
Cintron, Artie
Clark, Ryan
Johnson, Sarah
Spinner, Bill

PASCO COUNTY FLORIDA
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EXHIBIT "A"

SCOPE OF SERVICES
FOR THE
COLLIER PARKWAY EXTENSTION

ROUTE STUDY AND POND SITING ANALYSIS REPORT

Work Order No.:	***25023***
Project:	***COLLIER PARKWAY EXTENSION, FROM PARKWAY BOULEVARD TO STATE ROAD 52***
Commission District:	***District 2***

April 2026

Pasco County Transportation Engineering Department
Project Management Division
5418 Sunset Road
New Port Richey, Florida 34652

RSQ-KM-25-020
EXHIBITS

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SCOPE OF SERVICES

COLLIER PARKWAY EXTENSION, FROM PARKWAY BOULEVARD TO STATE ROAD 52 ROUTE STUDY AND POND SITING ANALYSIS REPORT

1.0 STUDY OBJECTIVES AND REQUIREMENTS

1.1 Study Objectives

The PROFESSIONAL is to perform a study for the extension of Collier Parkway, from Parkway Boulevard to State Road 52 (Study), a distance of approximately 9.8 miles, and produce a Route Study and Pond Siting Analysis Report (Report). The objective of the Study is to identify alternative alignments and evaluate each alternative based on all relevant factors including, but not limited to the availability of alternative routes, costs, environmental factors, long-range area planning, and safety considerations (Factors). The Report will document the analyses and findings and recommend a preferred alignment and necessary improvements that will provide a Level of Service D or better during the Design Year 2055. The Report will include the associated pond siting and floodplain compensation analysis.

The Study has the following objectives:

1. Accurately project the vehicular traffic demand and the multimodal needs for the Collier Parkway Extension, from Parkway Boulevard (1,050 feet north of Plantation Palms Boulevard) to State Road 52 (Project or Project Area) for the Opening Year 2035 and the Design Year 2055.
2. Develop a typical section consistent with the 124-foot right-of-way section in the comprehensive plan while allowing flexibility for reductions to minimize impacts. At least one alternative should include four (4) 11-foot travel lanes, a 22-foot median (including curb and gutter), and two (2) 10-foot multi-use pathways. Green space located between the back of curb and the pathway, as well as between the pathway and the edge of the right-of-way, may be reduced as needed to mitigate impacts.
3. Evaluate traffic control alternatives (i.e., STOP signs, traffic signals, roundabouts, etc.) and recommend the most suitable options, as well as the improvements needed for each intersection.
4. Develop and evaluate typical section alternatives for the Project and recommend those that best accommodate the vehicular traffic demand and the multimodal needs for the Project, at Level of Service D or better during the Design Year 2055, while minimizing impacts to adjacent properties and the environment.
5. Develop viable alignment alternatives for the Project; evaluate the sociocultural, physical and environmental impacts of each alignment alternative and the No-Build Alternative; estimate their design and construction costs; and prepare a comparative evaluation matrix. The matrix will include the performance of the No-Build Alternative as the baseline for comparison.
6. Develop feasible widening options for the existing two-lane Collier Parkway and Parkway Boulevard roadway corridors south of the Project to effectively support a four-lane divided typical section ensuring continuity with the new alignment alternatives.
7. Develop feasible options to tie-in Ehren Cutoff into Collier Parkway north of Outlaw Way. The PROFESSIONAL should take into account that the segment of Ehren Cutoff from north of Connerton Boulevard to Roadway S will be removed from the County's vision

road network as part of the 2050 comprehensive plan update. This segment should be evaluated using local residential standards to prevent potential complications with design criteria during the design phase.

8. Analyze and evaluate multiple wildlife crossing location alternatives, various structure types and wildlife fencing alternatives to minimize the risk of wildlife-vehicle collisions along the Project.
9. Assess the stormwater management needs for the Project as follows:
   a) For the drainage basins where the adjacent development has permitted accommodation of the future roadway typical section within their onsite ponds, the PROFESSIONAL will evaluate the adequacy of the allotted treatment and detention volumes within their permitted stormwater management facility (SMF) per current Southwest Florida Water Management District (SWFWMD) design criteria. Should any permitted stormwater volumes be determined to be inadequate, the PROFESSIONAL will identify three (3) alternatives (or, if the COUNTY agrees to less than three alternatives, the number of alternatives required by the COUNTY), including modifying the existing or future permitted pond volumes and/or control structures as an alternative, and include two (2) SMF locations within the same basin to supplement the permitted volume and recommend the most suitable alternative or combination of alternatives based on evaluation of impacts and costs.
   b) For the drainage basins where the COUNTY has not acquired the parcels for the SMFs, identify three alternative SMF locations (or, if the COUNTY agrees to less than three alternative SMF locations, the number of alternative SMF locations required by the COUNTY), within each of the respective basins and recommend the most suitable sites based on evaluation of impacts and costs.
10. Assess impacts on the floodplain for each alignment alternative and develop two alternative floodplain compensation sites (FPCs) for each area of impact (or, if the COUNTY requires less than two FPCs for each area of impact, the number of FPCs required by the COUNTY for each area of impact). Select and recommend the most suitable FPC sites based on comparative evaluation of impacts and costs.
11. Coordinate with the permitting and regulatory agencies.
12. Recommend appropriate Project segmentation with logical termini for potential phased Project development.
13. Effectively engage the citizens and stakeholders through a comprehensive public involvement program.
14. Coordinate with the COUNTY'S consultant performing the Orange Belt Trail (OBT) PD&E Study to ensure design consistency and connectivity.
15. Assess future needs for Connected and Automated Vehicles (CAV) infrastructure.
16. Select and recommend the most suitable alternative for the Project based on the Factors listed in Section 1.1.

In developing the alignments and improvement recommendations for the Study, the PROFESSIONAL shall also consider the following design plans recently developed for the COUNTY as "existing conditions" for the Study:

- 256334-1-52-01 – SR 52 from east of Ehren Cutoff to CR 581/Bellamy Brothers Boulevard (in design, construction expected to start in Fall 2027)
- 450390-1 – Orange Belt Trail (OBT) Study Segment 1, from U.S. 41 to Mt. Carmel Cemetery
- 450390-1 – Orange Belt Trail (OBT) Study Segment 2A, from Mt. Carmel Cemetery northeast along Ehren Cutoff to Pump Station Road

1.2 Governing Regulations

The services to be performed by the PROFESSIONAL shall comply with all applicable COUNTY and FDOT manuals and guidelines, Florida Statutes, Federal regulations, and all applicable local, state, and federal laws, including but not limited to those listed below. The current editions of the manuals and guidelines listed below, including updates of the following manuals and guidelines, shall be used in the performance of this work.

- Florida Statutes
- The Florida Administrative Code
- Project Development and Environment (PD&E) Manual (FDOT)
- Sociocultural Effects Evaluation Handbook (FDOT)
- Public Involvement Handbook (FDOT)
- Design Manual (FDOT)
- Drainage Manual (FDOT)
- Drainage Design Guide (FDOT)
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways a/k/a the Florida Greenbook (FDOT)
- Bicycle Facilities Planning and Design Handbook (FDOT)
- Manual on Uniform Traffic Studies (FDOT)
- Survey and Mapping Handbook (FDOT)
- Structures Manual (FDOT)
- CADD Manual (FDOT)
- Quality / Level of Service Handbook (FDOT)
- Project Traffic Forecasting Handbook & Project Traffic Forecasting Procedure 525-030-120 (FDOT)
- Traffic Engineering Manual (FDOT)
- Traffic Analysis Handbook (FDOT)
- Florida Highway Landscape Guide (FDOT)
- Basis of Estimates Manual (FDOT)
- Project Management Handbook (FDOT)
- Highway Capacity Manual (TRB)
- Manual of Uniform Traffic Control Devices (FHWA)
- Guide for the Development of Bicycle Facilities (AASHTO)
- Guide for the Development of Pedestrian Facilities (AASHTO)
- Highway Safety Manual (AASHTO)
- Soil Survey of Pasco County, Florida; USDA Soil Conservation Service
- Pasco County Land Development Code
- Pasco County Comprehensive Plan
- Pasco County Long Range Transportation Plan (LRTP)

1.3 Meetings and Presentations

The PROFESSIONAL shall attend a "Notice to Proceed" Meeting with COUNTY representatives, where relevant Study information will be provided by the COUNTY and the parties will discuss key Study considerations (e.g., deadlines/milestone dates, concerns, etc.). The PROFESSIONAL shall meet with the COUNTY as needed throughout the Study. It is anticipated that 30 meetings will be needed, however, more meetings may be required in the discretion of the COUNTY at no additional cost. These meetings will include progress, deliverable reviews, and other coordination activities.

The PROFESSIONAL and staff shall also be available with no more than five (5) workdays' notice to attend meetings or make presentations at the request of the COUNTY. Such meetings and presentations may be held at any time between 8:00 A.M. and 12:00 midnight on any day of the week at the COUNTY's request and discretion. The PROFESSIONAL may be called upon to provide maps, press releases, advertisements, audiovisual displays and other relevant material for such meetings and/or presentations.

1.4 Communication

The PROFESSIONAL must communicate with the COUNTY PROJECT MANAGER to discuss and resolve issues and solicit opinions regarding this Study. The PROFESSIONAL must include the COUNTY when seeking and receiving advice from various state, regional, and local agencies, and citizen groups.

All written correspondence between the PROFESSIONAL and any party pertaining specifically to this Study must be reviewed and approved by the COUNTY prior to submittal. The COUNTY shall be copied on all final correspondence. The PROFESSIONAL must respond to information requests related to the Study from third parties at the direction, and with the approval, of the COUNTY. The PROFESSIONAL will assist the COUNTY in preparing letters from COUNTY staff to other agencies, public officials, and others as needed or requested by the COUNTY.

Copies of all written correspondence pertaining specifically to this Study between the PROFESSIONAL and any party shall be provided to the COUNTY for their records within one (1) week of receiving or sending said correspondence.

1.5 Computer Automation

The Study's plans shall be developed utilizing Computer Aided Drafting and Design (CADD) systems. It is the responsibility of the PROFESSIONAL to meet the requirements of the FDOT'S **CADD Manual**. The PROFESSIONAL will submit final documents and files as described therein. Additional related information is found in the FDOT'S **Florida Design Manual (FDM)**. Concept plans and alternatives designs shall also be displayed using Google Earth-ready KMZ files. The concept plans must have both existing and proposed engineering and environmental features.

All computer disks shall be scanned for viruses prior to their submission to the COUNTY. Failure to scan for viruses may result in a lower work performance evaluation for the PROFESSIONAL. In no event shall any computer disks contain viruses.

1.6 Quality Control

The PROFESSIONAL shall be responsible for ensuring that all work products and deliverables (including the subconsultant products and deliverables) conform to COUNTY standards and criteria. All Study documents, technical studies, calculations, maps, reports, plans, design, and the Report shall be correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services.

The PROFESSIONAL will independently review deliverables for accuracy and completeness. The PROFESSIONAL must develop and follow an internal Quality Control (QC) process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly

responsible for performing the initial work. The PROFESSIONAL shall maintain documentation of the QC process applied on each deliverable to the COUNTY and shall be ready to deliver such documentation to the COUNTY at the COUNTY'S request.

The PROFESSIONAL is responsible for assuring that all deliverables submitted to the COUNTY by its subconsultants are subjected to a proper QC process.

With each submittal or deliverable, a quality review checklist must be provided to the COUNTY PROJECT MANAGER, at a minimum, to show that the QC process was followed.

1.7 Coordination with Other Professionals and Entities

The PROFESSIONAL shall coordinate their work with any ongoing and/or planned projects that may affect this Study. The PROFESSIONAL is to coordinate with the COUNTY and any other applicable governmental entities and private developers to ensure the design and the right-of-way requirements for the Project are compatible with scheduled improvements, right-of-way activities and development activities in the vicinity of the Project, including, but not limited to, SWFWMD, Tampa Bay Water, 1995 Loyal Padgett, LLC (property owner) and LNR3 AIV LLC/ Lennar Homes (property owner).

1.8 Schedule

Within ten (10) calendar days after the Notice to Proceed is issued, the PROFESSIONAL shall provide the COUNTY PROJECT MANAGER a schedule of activities to complete the Study which will include major Project milestones and the dates of submittal of the major deliverables. The PROFESSIONAL will be responsible for updating the schedule. Updates to the schedule must be approved by the COUNTY.

In developing the schedule for this Project, the PROFESSIONAL must allow adequate time for formal consultation timeframes and for COUNTY staff to perform their reviews of the deliverables. Each COUNTY staff member shall have 21 calendar days after receipt of a deliverable to review the deliverable.

This Study shall be completed and its findings and a recommendation shall be presented to the Board of County Commissioners (BCC) for approval within 540 calendar days from the date the Notice to Proceed is issued.

1.9 Submittals/Deliverables

The PROFESSIONAL shall furnish plans and documents, as required by the COUNTY, to adequately control, coordinate, and approve work. The PROFESSIONAL shall distribute submittals as directed by the COUNTY.

The PROFESSIONAL shall provide the following deliverables to the COUNTY:

Roadway:

- Typical Section Evaluation Memorandum
- Design Criteria Memorandum
- Sociocultural Effects Technical Memorandum
- Conceptual Design Roadway Plan Sets (Alternative Alignments and Preferred Alignment)

- Right-of-way cost estimating support, including parcel IDs and impacted property areas in square feet or acreage (Alternative Alignments and Preferred Alignment)
- Construction Cost Estimates (Alternative Alignments and Preferred Alignment)

Drainage:
- Drainage Analysis and Pond & Floodplain Compensation Siting Memorandum

Traffic:
- Traffic Technical Memorandum (includes Signal Warrants and ICE forms, Safey Analysis and Needs Analysis)

Structures:
- Bridge Development Memorandum

Natural Resources:
- Natural Resources Evaluation Memorandum

Cultural Resources:
- Cultural Resources Memorandum

Contamination:
- Contamination Assessment Memorandum

Public Involvement:
- Public Involvement Comments and Coordination Memorandum

Geotechnical:
- Geotechnical Memorandum (includes 132 borings)

Final Deliverables:
- Draft Report
- Final Report (Signed and Sealed)
- Executive Summary and PowerPoint Presentation of Alternatives and Preferred Alignment, SMFs, FPCs and other improvements for presentation to the Board of County Commissioners.

1.10 Study Files

Upon completion of the Study, the PROFESSIONAL shall deliver to the COUNTY, in an organized manner, all Project files, maps, sketches, worksheets, and other materials used or generated during the Study process.

2.0 WORK TO BE PERFORMED

In addition to any other professional services required to be provided by the PROFESSIONAL, the PROFESSIONAL will provide the professional services described within this section.

2.1 Meetings

2.1.1 Public Involvement

Public involvement includes communicating with and receiving input from all interested persons, groups, business owners, and government organizations regarding the Study. The PROFESSIONAL, in agreement with the COUNTY, shall coordinate and perform the appropriate level of public involvement for this Study.

The PROFESSIONAL shall provide to the COUNTY drafts of all Public Involvement materials (i.e., property owner letters, press releases, handouts, displays, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and/or distribution; business days do not include COUNTY holidays.

2.1.1.1 Data Collection

The PROFESSIONAL shall perform the data collection and prepare responses to any public inquiries received. The PROFESSIONAL will maintain and regularly update both an electronic and paper public involvement Study file, which will document a record of all public involvement activities for this Study.

The PROFESSIONAL will investigate potential venues to hold the public involvement meetings and will advise the COUNTY of their suitability.

2.1.1.2 Alternatives Public Workshop

As soon as the Project alternatives are developed and the Evaluation Matrix is available, the PROFESSIONAL and COUNTY staff will schedule and participate in an Alternatives Public Workshop (APW). The PROFESSIONAL shall provide the necessary support for the COUNTY to hold the APW. The PROFESSIONAL shall prepare materials and provide support as follows:

- Investigate potential venues to hold the APW and will discuss their suitability with the COUNTY. The COUNTY will ultimately approve the meeting venue. The COUNTY prefers a venue that does not require expenditure of COUNTY funds. The PROFESSIONAL shall investigate venues that do not require the expenditure of COUNTY funds and advise the COUNTY of such venues. If required, however, the COUNTY will pay costs for meeting site rental and insurance in accordance with the "Reimbursable Expenses" provisions of the Agreement.
- Develop a mailing list of property owners for the Study using the Pasco County Property Appraiser's Maps. The list will consist of properties included within 300 feet from either right-of-way line of each alignment alternative under evaluation. Should communities exist within the Project's limits that gain exclusive access through the Project, the entire community must be included in the mailing list.
- Prepare and mail out the property owner invitation letters.
- Prepare an adequate number of handouts for the meeting. Handouts must include all pertinent information (e.g., a Project summary sheet, a comment form, a Project Area map, traffic volume projections, etc.).
- Prepare two (2) sets of displays for each item required (required items include, but are not limited to, Project Area maps, alternative alignment concepts roll-plot, typical sections, alternatives evaluation matrix, traffic volume projections,

anticipated project development timeline, etc.) for the meeting, consistent with the information presented in the draft Report.

- Attend the APW with an appropriate number of staff and the appropriate technical specialists (based on Project issues) to assist the COUNTY PROJECT MANAGER.
- Set-up and take-down the meeting equipment and displays.
- Brief and debrief COUNTY staff before and after the meeting.

The PROFESSIONAL will mail the property owner notification/invitation letters for the APW to every property owner required pursuant to the terms above at least 21 calendar days prior to the APW date.

The PROFESSIONAL will prepare press releases, maps, and other materials, as necessary, for display on the COUNTY's website and social media.

Comments received at the APW and within ten (10) calendar days after the workshop (including email/website comments) will be accepted as responses and summarized in the Report. The PROFESSIONAL shall complete a typewritten summary of comments, answering significant questions, within thirty (30) business days after the closing of the comment period. The comments and the responses will be included in the Public Involvement Comments and Coordination Memorandum.

2.1.2 Presentation to BCC

After submittal of the Final Report, the PROFESSIONAL will prepare a brief PowerPoint presentation documenting the major findings and recommendations of the Study. The PowerPoint presentation will be used to inform the BCC, to allow the BCC to select an alignment for the Project. The presentation will include slides/graphics showing the Project area, typical sections, alignment alternatives, evaluation matrix, recommended pond and floodplain compensation sites, summary of the public comments received through the APW and the decision-making process and criteria leading to the selection of the preferred or recommended alignment. The PowerPoint must be reviewed and approved by the COUNTY PROJECT MANAGER before its presentation to the BCC.

2.1.3 Other Public and Agency Meetings

In addition to scheduled public meetings, the PROFESSIONAL may be required to provide support in other meetings with the public, elected officials, special interest groups or public agencies. The PROFESSIONAL'S support will be limited to participating with the appropriate staff, note taking, and summarizing the meeting in a memo to the file.

It is estimated that there will be a maximum of six (6) unscheduled meetings during this Study; however, the PROFESSIONAL shall attend all such unscheduled meetings as required by the COUNTY at no additional cost.

2.2 Engineering Analyses and Reports

The PROFESSIONAL shall coordinate and perform the appropriate level of engineering analyses for this Study to develop viable improvement alternatives, assess their impacts and recommend the most suitable alternative(s) for selection by the BCC. The PROFESSIONAL'S activities shall be performed in accordance with the direction and concurrence of the COUNTY

PROJECT MANAGER. In performing these tasks, the PROFESSIONAL shall use as reference **Part 2, Chapter 3** of the FDOT'S **PD&E Manual.**

The PROFESSIONAL will gather and review existing data from the COUNTY, such as transportation planning data developed for long-range plans, and previously completed route studies and other technical studies within the Project Area. The PROFESSIONAL will collect all additional data necessary to supplement existing data for the purpose of evaluating the location and design concept for this Study.

Upon issuance of the Notice to Proceed, the PROFESSIONAL shall begin collecting various information and materials related to the performance of the engineering analyses, assessments and preliminary design of the subject transportation facility. The engineering analyses will be ongoing throughout the duration of the Study and will be performed in conjunction with the results of the environmental impacts analyses.

The PROFESSIONAL shall develop and evaluate viable alternatives that address the Study's objectives. The COUNTY will then determine the viable alternative(s) to be further evaluated through the public involvement process and environmental analyses. The No-Build alternative will always be included as one the alternatives and will remain under consideration until the conclusion of the Study.

2.2.1 Survey

The PROFESSIONAL will provide limited survey information, such as gathering data to determine boring elevations for evaluating alignment alternatives. Once the Preferred Alternative(s) is selected, the PROFESSIONAL will draft a supplemental agreement (SA) to furnish all necessary survey information for the preliminary design, if requested by the COUNTY.

2.2.2 Field Reviews and Data Collection

The PROFESSIONAL shall conduct field reviews as needed and collect the necessary data to perform the required engineering analyses. The data collection activities include, but are not limited to:

- Survey coordination with Pasco County Surveying & Mapping Division
- Existing roadway characteristics
- Traffic data
- Crash data (to be provided by COUNTY)
- Transportation and comprehensive plans
- Approved developments and developments under review
- Drainage and other structures
- Floodplain maps
- Utilities
- Existing and maintained right-of-way

2.2.2.1 Aerial Photography

The PROFESSIONAL shall obtain the most current available aerial photography from the COUNTY or the FDOT.

2.2.2.2 Traffic Data

The PROFESSIONAL will perform, at minimum, 48-hour bi-directional machine class counts along Collier Parkway at the following locations:

- North of Parkway Boulevard (near East Lake Padgett Park)
- South of Parkway Boulevard (near Land O' Lakes Wastewater Treatment Plant)

The PROFESSIONAL will perform, at minimum, 48-hour bi-directional machine class counts along Parkway Boulevard at the following locations:

- South of Collier Parkway
- East of Ehren Cutoff

The PROFESSIONAL will perform, at minimum, 48-hour bi-directional machine class counts along Ehren Cutoff at the following locations:

- North of Parkway Boulevard
- South of SR 52

The PROFESSIONAL will perform weekday morning two-hour and evening two-hour peak period turning movement traffic counts at the following intersections of Collier Parkway, based on 48-hour bi-directional counts above:

- Collier Parkway at Parkway Boulevard (near East Lake Padgett Park)
- Collier Parkway at Collridge Drive
- Collier Parkway at Bell Lake Road/Whittner Drive
- Collier Parkway at Richardson Lane
- Collier Parkway at Cuarta Drive/Bradenwood Court
- Collier Parkway at Marsh Wren Drive
- Collier Parkway at Roderick Drive/Braesgate Court
- Collier Parkway at Carroway Drive
- Collier Parkway at Everhart Drive
- Collier Parkway at Hale Road
- Collier Parkway at Dupree Lakes Drive

The PROFESSIONAL will perform weekday morning two-hour and evening two-hour peak period turning movement traffic counts at the following intersections of Parkway Boulevard, based on 48-hour bi-directional counts above:

- Parkway Boulevard at Collier Parkway (near Land O' Lakes Wastewater Treatment Plant)
- Parkway Boulevard at Regina Place
- Parkway Boulevard at Do Good Way
- Parkway Boulevard at Heroes Run
- Parkway Boulevard at Paw Place

The PROFESSIONAL will perform weekday morning two-hour and evening two-hour peak period turning movement traffic counts at the following intersections of Ehren Cutoff, based on 48-hour bi-directional counts above:

- Ehren Cutoff at Parkway Boulevard
- Ehren Cutoff at Atlantic Line Place
- Ehren Cutoff at Caliente Boulevard
- Ehren Cutoff at Ehren Cemetery Road

- Ehren Cutoff at Pump Station Road
- Ehren Cutoff at Jerome Road
- Ehren Cutoff at Belinda Drive
- Ehren Cutoff at Rolling Meadow Lane
- Ehren Cutoff at Connerton Boulevard
- Ehren Cutoff at Bahia Loop (S)
- Ehren Cutoff at Bahia Loop (N)
- Ehren Cutoff at Outlaw Way
- Ehren Cutoff at SR 52

2.2.2.3 Crash Data

The COUNTY will provide to the PROFESSIONAL the most recent available five-year crash data from its database for the segments of Collier Parkway from Parkway Boulevard near East Lake Padgett Park to Parkway Boulevard at the Land O' Lakes Wastewater Treatment Plant; Parkway Boulevard from Collier Parkway to Ehren Cutoff; and Ehren Cutoff from Parkway Boulevard to SR 52. The data shall include, but not be limited to, the number and types of crashes, crash locations, times of day (daylight or night), pavement conditions, crash severity, and estimates of property damage and economic loss.

2.2.2.4 Utilities

The PROFESSIONAL shall obtain information regarding the existing utilities in the Project Area. The PROFESSIONAL will send Project base maps to the utility agency owners (UAOs) to mark their existing and planned utilities, above and below ground equipment and return all marked project base maps to the PROFESSIONAL. The PROFESSIONAL must coordinate with the Pasco County Utilities Engineering and Contract Management department regarding the future transmission watermain CIP project along Ehren Cutoff. The PROFESSIONAL shall also coordinate with Tampa Bay Water to avoid utility conflicts and prevent encroachments onto their easement. The PROFESSIONAL will evaluate and consider significant utility conflicts as they may affect the development of the alternatives' conceptual plans. Utility conflicts will also be considered in the comparative evaluation process of alternatives.

2.2.3 Geotechnical Investigation

The PROFESSIONAL will review the US Department of Agriculture soil data, Geological Survey, and Natural Resource Conservation Service (NRCS) maps, US Coast and Geodetic Survey (USGS) maps, and summarize the findings. The PROFESSIONAL will also perform a review of previously completed geotechnical surveys, as provided by the COUNTY, and compile available boring data from previous projects within the Project limits, as provided by the COUNTY.

The PROFESSIONAL will perform field reconnaissance of the Project Area to determine conditions that may affect the development of the Project alternatives. To evaluate soil and groundwater conditions in the Project Area, the PROFESSIONAL will perform a preliminary boring data collection program consisting of preliminary roadway augers spaced at an average interval of 600 feet along the alignment to evaluate near-surface soils and determine the seasonal high groundwater. To supplement the published and available data and to support the pond siting activities, the PROFESSIONAL will perform subsurface

explorations at each of the preferred SMF and FPC sites on the order of 1.5 borings on average per alternative to provide seasonal high groundwater data and to evaluate near-surface soil conditions. In addition, the PROFESSIONAL shall perform limited unsuitable soil probing on the virgin alignments in areas of wetlands to determine if muck is present and estimate the depths of the muck.

The PROFESSIONAL will prepare a Geotechnical Memorandum summarizing the results of the geotechnical investigation, which will be used to facilitate the final design.

2.2.4 Base Maps

The PROFESSIONAL will prepare base maps for the Study to be used for displaying the preliminary design of the Project alternatives. The base maps shall be at an appropriate scale to easily convey information to the public and the officials at public meetings and presentations (1" =100' scale base maps, unless otherwise specified by the COUNTY in writing). Consideration should also be given to the Project schedule, the types of graphic displays required in the reports and the CADD requirements.

The base maps will reference the topographic survey and will show existing drainage and other structures, utilities, names of adjacent developments, road and street names, names of other major land features (parks, schools, churches, cemeteries, water bodies and rivers, etc.), existing and proposed right-of-way lines, and property (parcel) lines. Existing right-of-way will be shown in solid green lines; proposed right-of-way (in areas where it varies from the existing right-of-way) will be shown in solid red lines; property/parcel lines will be shown in black solid lines.

2.2.5 Analyses and Reports

2.2.5.1 Traffic Analysis

The PROFESSIONAL shall develop traffic volume projections to be used to establish the basic requirements for roadway typical sections and intersection design for this Project. Following standard procedures and methodology, which will be approved by the COUNTY, the PROFESSIONAL will develop Average Daily Traffic (ADT), Design Hour Volume (DHV) and AM and PM peak hour turning movement volume projections for the existing, opening and design years (2026, 2035 and 2055, respectively). In developing the future traffic volume projections, the PROFESSIONAL shall:

- Consider COUNTY-provided approved land developments, land developments currently under review and future roadway improvement projects; and
- Develop and analyze the traffic volume data for each design alternative, as appropriate.

For each alignment alternative and the No-Build Alternative, the PROFESSIONAL shall perform level of service (LOS) analyses for all components (segments and intersections) of the roadway network in the Project Area. The PROFESSIONAL will identify the minimum necessary improvements for each component of the roadway system (i.e., intersections and links) to provide roadway and intersection LOS D or better during the design year. For key intersections in the Project Area, and as necessary, the PROFESSIONAL shall evaluate alternative traffic control options (i.e., STOP signs, signalization and roundabouts).

The PROFESSIONAL will prepare a Traffic Technical Memorandum that documents the methodology used for developing the traffic demand as well as for determining the level of service for the existing, opening and design year conditions. The memorandum shall present the traffic volumes and the LOS of the key roadway network components for the existing configuration and each alternative for the existing, opening and design years (2026, 2035 and 2055, respectively).

2.2.5.2 Signal Warrant

The PROFESSIONAL will perform Signal Warrant analyses as needed for busier intersections in the corridor. If an intersection meets a signal warrant, the PROFESSIONAL will do Intersection Control Evaluation (ICE) screenings to determine appropriate intersection configuration. Intersections to perform Signal Warrant analyses include:

- Collier Parkway at Parkway Boulevard (near East Lake Padgett Park) (ICE only)
- Collier Parkway at Hale Road (ICE only)
- Collier Parkway at Bell Lake Road/Whittner Drive (ICE only)
- Parkway Boulevard at Collier Parkway (near Land O' Lakes Wastewater Treatment Plant)
- Parkway Boulevard at Heroes Run or Do Good Way
- Collier Parkway Extension at Ehren Cutoff (adjacent to Mt. Carmel Cemetery)
- Collier Parkway Extension at Connerton Boulevard
- Collier Parkway Extension at Ehren Cutoff (south of cement plant)
- Ehren Cutoff at Parkway Boulevard
- Ehren Cutoff at Caliente Boulevard
- Ehren Cutoff at Connerton Boulevard
- Ehren Cutoff/Collier Parkway Extension at SR 52

2.2.5.3 Safety Analysis

The PROFESSIONAL will evaluate the crash data obtained from the COUNTY for the segments of Collier Parkway from Parkway Boulevard near East Lake Padgett Park to Parkway Boulevard at the Land O' Lakes Wastewater Treatment Plant; Parkway Boulevard from Collier Parkway to Ehren Cutoff; and Ehren Cutoff from Parkway Boulevard to SR 52, and use these findings to identify short-term improvement needs associated with the safety of the existing facility.

2.2.5.4 Needs Analysis

Based on consideration of the Traffic Analysis and Safety Analysis results and information from other sources – including the COUNTY's Long-Range Transportation and Comprehensive plans, the PROFESSIONAL shall establish and document the need for the improvements. This task will include the following:

- Multi-modal Considerations: The PROFESSIONAL shall consider the need for incorporating multi-modal facilities in the Project alternatives, consistent with the COUNTY'S Long Range Transportation Plan and Transportation Capital Improvement Projects map, the location of the Project, and the functional classification of the facility.

- Roadway Typical Section Analysis: The PROFESSIONAL shall develop and evaluate urban/suburban typical sections for the roadway and bridge segments of the Project for consideration based on current data and conditions, in accordance with COUNTY and FDOT standards. In evaluating typical sections, the PROFESSIONAL will consider the functional classification of the roadway facility, the need for multi-modal facilities, the design year traffic volume projections and the COUNTY'S Long Range Transportation Plan and Transportation Capital Improvement Projects map. The PROFESSIONAL will also consider the COUNTY'S current standard typical sections and any typical sections that incorporate context sensitive solutions that may result in minimizing right-of-way impacts.

  After the development of the typical section alternatives, and considering factors such as adjacent land development, regional context of the road, and compatibility and connectivity with other transportation facilities in the Project Area, the PROFESSIONAL will recommend for the COUNTY's approval the most suitable typical section for each segment of the Project.

2.2.5.5 Drainage Analyses

The PROFESSIONAL will gather drainage basin data including the Federal Emergency Management Agency (FEMA) floodplain information, evaluate the Watershed Boundary Dataset to determine the Hydrologic Unit Code (HUC12) for each subbasin, and review the Florida Department of Environmental Protection (FDEP) data to identify the Waterbody IDs (WBIDs) and their impairment status for the project area to determine existing flow patterns and existing drainage basin characteristics. Existing drainage structures and facilities in the Project area will be documented and evaluated for condition and function.

The PROFESSIONAL will establish the base clearance high water elevations for the purpose of establishing a preliminary roadway profile through analysis of the soil's seasonal high ground water table elevations, adjacent wetland seasonal highwater elevations, cross drain design highwater elevations, and adjacent ponds control elevations. The determination of the soil's seasonal high-water elevations for each basin will be based upon the Soil Survey of Pasco County, Florida (published by the USDA Soil Conservation Service) and Project geotechnical investigation.

Drainage analyses will also include checking the capacity and structural adequacy of the existing five (5) cross drains and one (1) bridge-culvert impacted by the Project. The existing cross drain and bridge culvert hydraulic analyses will establish the design high-water elevation that will be considered in setting the roadway profile.

The PROFESSIONAL will delineate the basin boundaries by using LiDAR information, existing survey data, and field observations. The PROFESSIONAL will perform preliminary drainage design to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The PROFESSIONAL shall establish the stormwater management requirements and estimate the SMF needs for each basin. Alternative SMF sites will be sized conservatively for the roadway improvement scenario that results in the most impervious area.

- For the drainage basins where the adjacent development has permitted accommodation of the future roadway typical section within their onsite ponds, the PROFESSIONAL will evaluate the adequacy of the allotted treatment and detention volumes within their permitted SMF per current SWFWMD design criteria. Should any permitted stormwater volumes be determined to be inadequate, the PROFESSIONAL will identify three (3) alternatives (or less alternatives if the COUNTY requires less alternatives), including modifying the existing or future permitted pond volumes and/or control structures as an alternative, and include two (2) SMF locations within the same basin (or less SMF locations if the COUNTY requires less SMF locations) to supplement the permitted volume and recommend the most suitable alternative or combination of alternatives based on evaluation of impacts and costs. For the drainage basins where the COUNTY has not acquired the parcels for the SMFs, the PROFESSIONAL will identify three (3) alternative SMF locations within each of the respective basins (or less alternative SMF locations if the COUNTY agrees to less SMF locations) and recommend the most suitable location based on evaluation of impacts and costs.

- Each SMF alternative, including the adjacent development ponds permitted to accommodate the future roadway typical section, will be evaluated for hydraulic feasibility by establishing the seasonal high-water controls, tailwater conditions, and pipe routing distances within each basin. The analysis will include an evaluation of the soil characteristics, including a geotechnical investigation to determine the depth to the estimated seasonal high groundwater elevation and infiltration rates where applicable for dry retention. The seasonal highwater elevation for adjacent wetlands where present will be determined by the environmental scientist. This evaluation will assist in sizing SMF areas that provide the volumetric requirements for treatment and attenuation within the seasonal high water and hydraulic controls for each basin.

The PROFESSIONAL will schedule three (3) meetings with the COUNTY to discuss the SMF alternatives (or less meetings if the COUNTY requires less meetings).

For the drainage basins where new SMFs or supplemental SMFs are considered, the PROFESSIONAL will estimate construction costs for each SMF alternative and evaluate each SMF alternative for the existence of protected species, wetlands, cultural resources and contamination. The COUNTY PROJECT MANAGER will provide right-of-way cost estimates for each SMF alternative upon receipt of parcel IDs and impacted property areas from the PROFESSIONAL. The PROFESSIONAL will prepare a comparison matrix for these SMFs and recommend the preferred SMF alternative for each basin.

The PROFESSIONAL shall determine base floodplain elevations and estimate floodplain encroachments along the Project Area. Two (2) floodplain compensation (FPC) site alternatives, contiguous to each impacted floodplain, will be evaluated and one (1) recommended to address the Project's objectives. The alternatives included will be based on site areas that require the least surface area to meet the volumetric needs for floodplain compensation, with suitable terrain for excavation above the controlling seasonal highwater elevation and below the floodplain elevation. The alternative site areas will include a geotechnical determination of seasonal high groundwater elevation

and adjacent wetland seasonal highwater elevation determination to accurately evaluate the compensation volume capacity of the site alternative. The PROFESSIONAL will prepare a comparison matrix for these FPC alternatives and recommend the preferred FPC alternative for each impacted floodplain.

The PROFESSIONAL will perform permitting agency coordination (via one SWFWMD Pre-Application Meeting) to ensure the agency's sufficient concurrence on the recommended floodplain compensation requirements.

The PROFESSIONAL shall summarize the basin characteristics, the preliminary drainage analyses – including the preliminary base clearance highwater profile evaluation, the SMF and FPC evaluations and the recommendations in the Drainage Analysis and SMF and FPC Siting Memorandum.

2.2.5.6 Design Exceptions and Variations

The PROFESSIONAL will prepare for the Report table summarizing the design criteria used in developing the conceptual design plans for the Study alternatives. If necessary and/or required by the COUNTY, the PROFESSIONAL will identify and document design exceptions and variations for approval by the COUNTY.

2.2.5.7 Access Management

The PROFESSIONAL will review the COUNTY'S access management standards and recommend the proper access management criteria for the Project, consistent with the functional classification of the facility. The proposed access management plan, which will consider the roadway network and the adjacent land uses and proposed development, will be presented by the PROFESSIONAL as part of the public involvement process.

2.2.5.8 Conceptual Design Plans

- Alternatives Conceptual Plans: The PROFESSIONAL will prepare conceptual design plans for each of the alternatives considered in the Study using the base maps, previously discussed in Section 2.2.4. For estimating purposes, conceptual design plans for each of the three alternatives (either typical sections or alignments) will be developed. To more accurately assess right-of-way and natural resources impacts, the PROFESSIONAL will develop preliminary profiles and critical cross sections for each alternative by using available survey information from the COUNTY and/or USGS map contours. The Alternatives Conceptual Plans will be presented to the public for comments at the APW.
- Preferred Alternative Conceptual Plans: If any comments received at the BCC presentation indicate, request, or otherwise suggest a need for refinement, the PROFESSIONAL will finalize the conceptual design plans for the Preferred Alternative(s) to include refinements based on comments received at the BCC presentation in accordance with any direction from the COUNTY PROJECT MANAGER.

2.2.5.9 Construction Segments

Based on review of traffic growth trends along the Project Area, future development plans, and available funding options, the PROFESSIONAL will identify Project segments

and/or construction segments with logical termini and will define the sequence of segment development.

2.2.5.10 Construction Cost Estimates

The PROFESSIONAL shall develop construction cost estimates for the alternatives considered in the Study. Costs will be based on the FDOT's Long Range Estimating (LRE) Program using historic statewide average unit prices. A 15% contingency will be included for this conceptual level of analysis.

2.2.5.11 Right-of-Way Cost Estimates

The PROFESSIONAL will provide a list of impacted parcels, including Property Appraiser folio numbers and the size of the proposed takes in square footage or acreage, and the COUNTY's Real Property Division will provide preliminary cost estimates for the right-of-way acquisition needed to accommodate each of the Project's alignment alternatives, the SMFs and floodplain compensation sites. The cost estimates will account for the costs of property appraisals, improvement values, cost to cure analyses, business damages and eminent domain analyses.

2.2.5.12 Wetland Impact Mitigation Cost Estimates

For each alignment alternative under evaluation, the PROFESSIONAL will provide preliminary cost estimates mitigating wetland impacts.

2.2.5.13 Comparative Analysis and Alternatives Evaluation Matrix

After developing the cost estimates, the PROFESSIONAL will conduct a comparative analysis assessing the impacts and costs of the alternatives evaluated, prepare an Alternatives Evaluation Matrix and recommend the Preferred Alternative(s) for selection by the BCC. Each alternative considered in the Study shall be evaluated based on the Factors listed in Section 1.1

Prior to finalizing the recommendations in the Report, the PROFESSIONAL shall present these recommendations to the COUNTY for consideration.

2.2.5.14 Selection of Preferred Alternative(s)

The PROFESSIONAL shall select and recommend to the COUNTY the Preferred Alternative based on a review and analysis of all engineering, environmental, and public involvement issues related to the Project and consideration of the Factors listed in Section 1.1.

2.2.5.15 Route Study and Pond Siting Analysis Report

The PROFESSIONAL shall prepare a Route Study and Pond Siting Analysis Report (Report) that documents the alternatives considered, including the No-Build Alternative, the results of all the analyses performed for this Study, the public involvement activities and public input received, and the reasons for recommending the Preferred Alternative and preferred pond and FPC sites.

The Report should be, in general, arranged as follows:

Executive Summary

1.0 Introduction
- 1.1 Project Description
- 1.2 Project Purpose and Need
- 1.3 Project Consistency with Long-Range Transportation Plan

2.0 Existing Conditions
- 2.1 Roadway Network and Typical Sections
- 2.2 Pedestrian and Bicycle Facilities
- 2.3 Multi-Modal Facilities
- 2.4 Traffic Conditions
  - 2.4.1 Intersection Traffic Controls
  - 2.4.2 Traffic Volumes
  - 2.4.3 Level of Service (LOS) Analysis
  - 2.4.4 Crash History
- 2.5 Right-of-Way
- 2.6 Soils Data
- 2.7 Utilities
- 2.8 Pavement Conditions

3.0 Future Traffic Conditions
- 3.1 Long-Range Transportation Plan
- 3.2 Approved Developments and Developments Under Review
- 3.3 Traffic Forecasts for Opening and Design Year
- 3.4 Design Year Traffic Controls
- 3.5 Opening and Design Year LOS Analysis
- 3.6 Traffic Analysis Summary and Conclusions

4.0 Engineering Analysis
- 4.1 Design Criteria
- 4.2 Multi-Modal Considerations
  - 4.2.1 Microtransit
  - 4.2.2 Micromobility
- 4.3 Typical Sections
- 4.4 ITS and CAV Considerations
- 4.5 Access Management
- 4.6 Alternatives Conceptual Design Plans
- 4.7 Alternatives Evaluation
  - 4.7.1 Compatibility with Pasco County's Long Range Transportation Plan
  - 4.7.2 Safety
  - 4.7.3 Utility Impacts
  - 4.7.4 Temporary and Permanent Easements
  - 4.7.5 Right-of-Way Acquisition and Estimated Cost
  - 4.7.6 Potential Business Relocations and Estimated Cost
  - 4.7.7 Potential Residential Relocations and Estimated Cost
- 4.8 Project Construction Segments

5.0 Environmental Analysis
- 5.1 Social Resources
- 5.2 Land Use Changes
  - 5.2.1 Existing Land Use
  - 5.2.2 Future Land Use
- 5.3 Cultural Resources
  - 5.3.1 Results of the Records Research

5.3.2 Impacts to Cultural Resources
5.4 Natural Resources
5.4.1 Floodplains, Wetlands, Uplands, Preserved Natural Areas
5.4.2 Threatened and Endangered Species
5.4.3 Impacts to Natural Areas and Protected Species
5.4.4 Mitigation Requirements and Recommendations
5.5 Contaminated Sites
5.5.1 Contaminated Sites Records Research
5.5.2 Impacts to Contaminated Sites
6.0 Drainage Analysis and Pond & Floodplain Compensation Site Evaluation
6.1 Existing Drainage Features
6.2 Drainage Analysis
6.3 Cross Drains
6.4 Culverts
6.5 Alternative Stormwater Management Facility Sites
6.5.1 Right-of-Way Acquisition and Estimated Costs
6.5.2 Potential Relocations and Estimated Costs
6.5.3 Impacts to Natural Areas and Protected Species
6.5.4 Impacts to Cultural Resources
6.5.5 Impacts to Contaminated Sites
6.5.6 Mitigation Requirements and Recommendations
6.5.7 Evaluation Matrix
6.5.8 Recommended Floodplain Compensation Sites
6.6 Floodplain Impacts and Recommended Compensation Sites
7.0 Permits
7.1 Permitting Agency Coordination
7.2 Required Permits Identification
8.0 Estimated Project Costs
8.1 Estimated Right-of-Way Costs
8.1.1 Roadway Improvements
8.1.2 Stormwater Management Facility Sites
8.1.3 Floodplain Compensation Sites
8.2 Estimated Construction Costs
8.2.1 Roadway Improvements
8.2.2 Stormwater Management Facility Sites
8.2.3 Floodplain Compensation Sites
8.3 Estimated Mitigation Costs
8.3.1 Roadway Improvements
8.3.2 Stormwater Management Facility Sites
8.3.3 Floodplain Compensation Sites
9.0 Public Involvement
9.1 Alternatives Public Workshop Overview
9.2 Conceptual Design Changes Based on Public Involvement
10.0 Evaluation Matrix and Comparative Analysis
10.1 Evaluation Matrix
10.2 Comparative Analysis
11.0 Recommendations
11.1 Recommendations
11.2 Basis of Recommendation

11.2.1 Long-Range Planning
11.2.2 Safety
11.2.3 Property Impacts
11.2.4 Environmental Impacts
11.2.5 Right-of-Way Acquisition Costs
11.2.6 Construction Costs
11.2.7 Public Comments

All memorandums referenced in Section 1.9 will be included in the appendices of the Report.

2.3 Environmental Analyses and Reports

The PROFESSIONAL shall coordinate and perform the appropriate level of environmental analysis to effectively evaluate the impacts of the Project on the various environmental resources in the Project Area.

2.3.1 Sociocultural Effects

The PROFESSIONAL shall collect data and consider the following sociocultural issues:

- Social Resources: Identify any community facilities and social focal points in the Project Area such as schools, churches, cemeteries, parks, emergency facilities, hospitals, social services, day care facilities, retirement centers, community centers, and retail locations. In addition, the PROFESSIONAL shall consider Project effects on safety and emergency response time.
- Land Use Changes: Consider the Project's consistency with the COUNTY's comprehensive plan, long-range transportation plans, growth management plans and policies, future land use plans, proposed developments, DRIs, MPUDs, etc. Identify any developments that have the potential to dedicate right-of-way or joint use ponds.
- Cultural Resources: The PROFESSIONAL will conduct records research to collect data and assess impacts on all cultural resources in the Project Area by the proposed Project alternatives, including all viable ponds, for inclusion in the Alternatives Evaluation Matrix. The PROFESSIONAL will conduct a Cultural Resources Memorandum of the Preferred Alternative(s). Should the Preferred Alternative(s) alignment be located within close proximity to a historic cemetery, an additional Ground Penetrating Survey may be required by the COUNTY as an "optional service" pursuant to Exhibit "G" of the Agreement. The findings of the research will be presented in the Cultural Resources Memorandum and summarized in the Report.

2.3.2 Natural Resources

- The PROFESSIONAL will collect data and evaluate the impact of the Project alternatives on the existing natural resources in the Project Area. The environmental impacts summary will be generated from the variety of physical, hydrological, and biological analyses that are part of this Study. The findings of the research and the results of the evaluations will be presented in the Natural Resources Evaluation and summarized in the Report.

2.3.2.1 Floodplains, Wetlands, Uplands and Preserved Natural Areas

The PROFESSIONAL will collect all necessary data to accurately identify the floodplains, wetlands, uplands and preserved natural areas in the Project Area. The PROFESSIONAL will assess the impact of each alternative on these resources for inclusion in the Alternatives Evaluation Matrix. In addition, the PROFESSIONAL will consider the impacts of the alternative SMF sites on these resources in order to select the preferred SMF sites. The PROFESSIONAL will set seasonal high-water elevations on biological indicators near floodplain compensation sites.

The PROFESSIONAL will evaluate the possibility of using appropriate mitigation banks, their availability of credits and habitat types, and costs to the COUNTY.

In coordination with the COUNTY and the appropriate permitting agencies, the PROFESSIONAL will develop preliminary Uniform Mitigation Assessment Methods (UMAM) scores for the impacts of the preferred roadway alternative and the preferred SMF and FPC sites. A summary score sheet will be used to generate total functional loss from the wetland impacts to determine credits required for mitigation.

2.3.2.2 Threatened and Endangered Species

The PROFESSIONAL will conduct research, limited field reviews and coordination necessary to assess impacts to state and federal-listed wildlife and habitats. The PROFESSIONAL will assess the impacts of each widening alternative on the protected species and their habitats for inclusion in the Alternatives Evaluation Matrix. In addition, the PROFESSIONAL will consider the impacts of the alternative SMF and FPC sites on these resources in order toto select the preferred sites, respectively.

2.3.3 Contaminated Sites

The PROFESSIONAL will conduct a contamination screening in accordance with the methodologies described in Part 2, Chapter 20, of the PD&E Manual. The PROFESSIONAL will submit a Contamination Assessment Memorandum to the COUNTY for review and final approval. This Contamination Assessment Memorandum must include a desktop review of historic aerial photos, other readily available historic resources, and contamination database information to identify potential contaminated sites, including regulated facilities within a 500-foot radius of the Project Area, non-landfill solid waste sites within 1,000 feet, and solid waste landfills, Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and National Priorities List (NPL) sites within a half mile radius of the Project Area. The PROFESSIONAL shall perform site reconnaissance to verify the database information and identify other potential contaminated sites, if any. Files maintained by Florida Department of Environmental Protection or other regulatory agencies will be reviewed for identified sites.

The PROFESSIONAL will assess the impacts of each Project alternatives on contaminated sites for inclusion in the Alternatives Evaluation Matrix. In addition, the PROFESSIONAL will consider the impacts of the alternative SMF and FPC sites on potential contamination sites in order to select the preferred SMF and FPC sites. The findings of the research and the contamination impacts assessment will be presented in the Contamination Assessment Memorandum and summarized in the Report.

2.3.4 Permits

The PROFESSIONAL shall document all coordination conducted during the Study with the various permitting agencies and include such documentation in the appendix of the Report. In addition, the PROFESSIONAL shall identify the permit conditions and types of permits required for this Project.

3.0 COUNTY'S RESPONSIBILITIES

The COUNTY will provide the following:

- Contract administration
- Technical review of the reports, concept plans and other submittal documents
- Existing construction plans, as-built information and utility information, if available
- Available crash data, traffic volumes, planning data and any approved and on-going land development information
- Existing right-of-way maps
- Right-of-way Acquisition cost estimates for Alternative Alignments, Preferred Alternative, and SMF and FPC sites.
- All available information it possesses and is necessary for completion of the work

The COUNTY's responsibilities are in addition to, and not in place of, the PROFESSIONAL's responsibilities.

4.0 EXCLUDED ITEMS

The following items are excluded from the PROFESSIONAL SERVICES to be performed by the PROFESSIONAL for this Project unless otherwise specified in this Scope of Services:

- Hazardous materials assessment and remediation
- Contamination site assessments (other than records research based on a desktop review of available database information or as otherwise specified in this Scope of Services)
- Archaeological/historical assessments and cultural resources surveys (other than records research based on a desktop review of available database information or as otherwise specified in this Scope of Services)
- Location hydraulic studies
- Wetland mitigation design or construction
- Wetland delineations
- Species specific surveys
- Air quality analysis
- Right-of-way acquisition cost estimates
- Design or right-of-way surveys
- Parcel sketches, legal descriptions and title searches
- Right-of-way mapping
- Construction phase services
- Expert witness services.

END OF EXHIBIT "A"

EXHIBIT "B"
PROFESSIONAL'S RESPONSE TO RSQ-KM-25-020

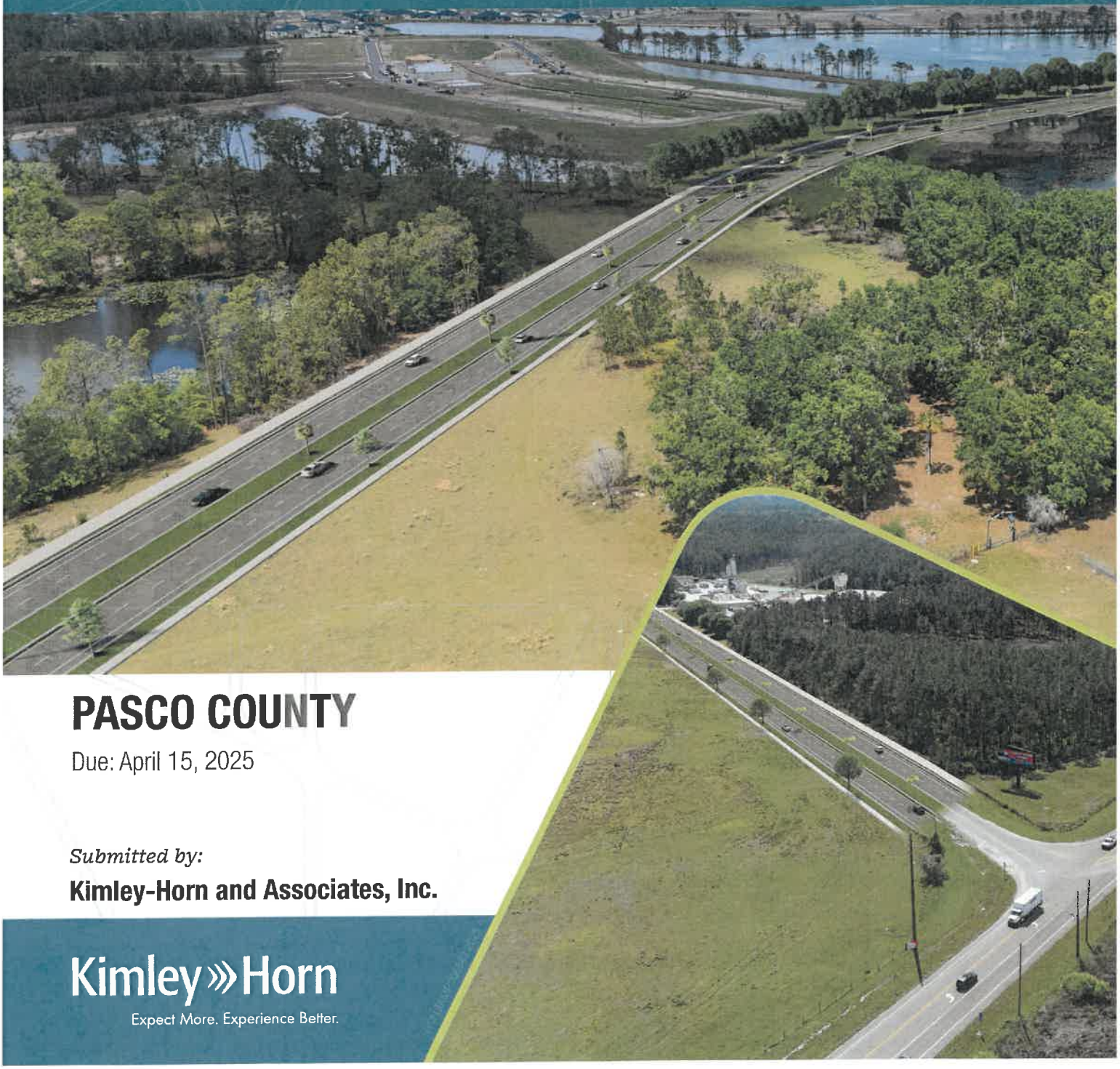
Request for Statements of Qualifications for

COLLIER PARKWAY EXTENSION

(Parkway Boulevard to SR52)

ROUTE STUDY

RSQ-KM-25-020



PASCO COUNTY

Due: April 15, 2025

Submitted by:

Kimley-Horn and Associates, Inc.

Kimley»Horn

Expect More. Experience Better.

Request for Statements of Qualifications for

COLLIER PARKWAY EXTENSION

(Parkway Boulevard to SR52)

ROUTE STUDY

RSQ-KM-25-020

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Ehren Cemetery

Kimley»Horn

Expect More. Experience Better.



STATEMENT OF INTEREST AND INTRODUCTION

TAB A. STATEMENT OF INTEREST AND INTRODUCTION

April 15, 2025

Pasco County Board of County Commissioners
Purchasing Department -Internal Services Building
Carrie C. Roberts, NIGP-CPP, C.P.M., CPPO
Purchasing Director
7536 State Street, Suite 221
New Port Richey, FL 34654

Kimley-Horn and Associates, Inc.
201 N. Franklin Street
Suite 1400
Tampa, FL 33602

RE: RSQ-KM-25-020 Collier Parkway Extension (Parkway Boulevard to SR52) Route Study

Dear Ms. Roberts, Pasco Board of County Commissioners and Members of the Selection Committee,

Kimley-Horn and Associates, Inc. (KH) is excited to present our credentials to perform a Route Study and to prepare Project Development and Environment (PD&E) documentation for the extension of Collier Parkway from Parkway Boulevard to SR 52. This study will analyze new four-lane alignment alternatives through environmentally sensitive and residential areas, as well as pond siting alternatives, in this fast-growing area of central Pasco County. KH has carefully selected a highly qualified group of local professionals to provide Pasco County with a team that possesses technical understanding, personnel resources, past working relationships, and experience.

We have carefully reviewed the RSQ-KM-25-020, the October 2024 Pasco County MPO Long Range Transportation Plan (LRTP), the Orange Belt Trail study concepts, permit plans and all other available information. We now have a thorough understanding of key project elements such as future developments, flooding issues, existing and future traffic conditions, available right-of-way (R/W), and public sensitivity.

Our team is well-versed in Pasco County's procedures, with several of our PD&E and design team members having contributed to a range of County projects. Our experience on these efforts has strengthened our partnership with the County and reinforces our commitment to pursuing this RSQ.

One of the key strengths of the KH team is our familiarity with the planned developments within the project area, supported by our development services teams who maintain strong relationships with adjacent developers. Our longstanding relationships with adjacent developers position us to effectively coordinate efforts and seamlessly integrate with surrounding projects, ensuring a more efficient and cohesive design process.

The KH team will be led from our Tampa office under the management of **Alejandro Mendez, PE**, a resident of Pasco County, who brings familiarity in working for the County, FDOT and for other local municipalities, including Pinellas, Hillsborough, Sarasota, and Manatee counties. Mr. Mendez has significant knowledge of PD&E processes, roadway and safety design, and project management. **Sarah Johnson, CE** will be our PD&E Deputy PM and Environmental Lead, and **Andrew Gregg, PE RSP1** will be our Design Deputy PM for this Route Study. Ms. Johnson has worked on several recent County led PD&E studies including Ft. Hamer Road PD&E Study (Manatee County), and Thompson Nursery Rd. PD&E Study (Polk County). Mr. Gregg is engaged with Lennar and the Clearview Land Design team (Connerton) on a roadway project in Manatee County.

Our team is further enhanced by the following experienced local subconsultants:

- AlfKa, LLC (AlfKa) [SBE/MBE]
- SAM Surveying and Mapping (SAM)
- Tierra, Inc. (Tierra) [MBE]
- American Acquisition Group, LLC (AAG) [SBE]
- The Valerin Group, Inc. (Valerin) [DBE/SBE/WBE]
- SEARCH, Inc. (SEARCH)
- Adams Traffic, Inc. (Adams) [DBE]

Other key contributors to our team include **Jordan Walker, PE ENV SP** and **Andrew Stastny, PE RSP2i PTOE**. Mr. Walker is actively collaborating with the County and multiple local developers to facilitate utility connections for private developments in the area and will serve as liaison with the private sector and as well as aid in the utility coordination effort. Mr. Stastny has provided traffic expertise on PD&E studies for FDOT Districts 1 and 7, as well as Hillsborough and Manatee Counties.

As local users of the Ehren Cutoff and Collier Parkway corridors and long-time residents of the area, we are excited to pair our extensive PD&E experience and personal corridor understanding with our knowledge of Pasco County standards, specifications, and procedures to deliver a comprehensive and forward-thinking study that not only meets the project's purpose and need but also anticipates future growth, enhances community connectivity, and supports long-term mobility throughout the corridor.

KH is extremely confident that each of our team members' vast experience will be invaluable in assisting the County in navigating and successfully completing a new PD&E study for the Collier Parkway extension. We appreciate the opportunity to submit this Request for Statements of Qualifications (RSQ) package and look forward to continuing working with Pasco County.

Sincerely,
KIMLEY-HORN & ASSOCIATES, INC.



Alejandro Mendez, PE
Project Manager



Gary Nadeau, PE
Principal-in-Charge/Senior Vice President
Authorized Signer

Kimley-Horn acknowledges receipt of Addendum 1 on April 2, 2025.

In accordance with RSQ-KM-25-20, Kimley-Horn affirms there is no known conflict of interest or potential conflict of interest that the Proposal may have due to other clients, contracts, or property interests for this project.



Future Connerton Blvd. at Collier Pkwy 4-way intersection

B

PROJECT UNDERSTANDING AND APPROACH

TAB B. PROJECT UNDERSTANDING AND APPROACH

Project Understanding

The Collier Parkway extension improvements will be essential to accommodate the rapid growth from nearby developments of regional impact (DRIs) such as Connerton as well as other planned upgrades in the surrounding area. These improvements will aim to enhance roadway connectivity, alleviate existing traffic congestion to reduce travel delays in the region, provide adequate future vehicular capacity, and ensure multimodal transportation linkage. Extending the Collier Parkway corridor will create a new south-north connection in central Pasco County that will act as a major collector roadway ultimately linking SR 54 with SR 52.



A Step-by-Step Guide to Performing a Route Study

Purpose & Need: One of the initial steps our team will undertake is developing the project's Purpose and Need, which outlines why the project is necessary and what transportation benefits are anticipated. This is an important first step because it will set the direction for the project and be the standard by which project alternatives will be evaluated later in the study.

Affected Environments & Constraints: Next, we will collect data on existing conditions within the project area, looking at the social, cultural, natural, and physical environments and constraints.

Alternatives: Using the data collected and agency feedback gathered in the above phase, our team will work with Pasco County and local stakeholders to develop alignment alternatives (routes) for the proposed project. These alternatives will be evaluated through desktop analysis and fieldwork to quantify impacts to the social, cultural, natural, and physical environments. Technical documents will be prepared to document the impacts on environmental resources.

Agency and Public Involvement: Engagement with resource agencies and the public is a critical part of the PD&E process and will occur throughout the study, helping to shape the development of alternatives and overall acceptance of the project. Impact analysis from the alternatives phase will be shared with resource agencies, local stakeholders, and the public, and feedback will be sought on the project alternatives.

Mitigation: We will attempt to develop alternatives which avoid impacts to the social, cultural, natural, and physical environments. However, should impacts occur, our team of experienced professionals will help develop mitigation strategies to offset the impacts from the project and obtain agency concurrence to facilitate the project through the design and permitting phases. This is a critical component in receiving project approval from resource and permit agencies.

Project Approach

Our team will begin by conducting topographic and right-of-way surveys along the corridor to evaluate typical sections, corridor alignment, and traffic control alternatives that will meet the study's purpose and need. A No-Build Alternative will also be part of this evaluation. Recognizing that the surrounding corridor area includes a mix of environmental preservation lands and undeveloped parcels slated for future development, we will analyze alternative locations for stormwater management facilities (SMFs) and floodplain compensation (FPC). Our professionals will assess the sociocultural, physical, and environmental impacts associated with the build alternatives and will implement a robust public involvement program to ensure all stakeholders are engaged throughout all phases of the study. We will conclude the study with a recommendation of a Preferred Alternative suitable for advancing the project to the design phase and will initiate all pertinent permitting coordination. Upon completion, and as part of the optional services scoped for this route study, the KH team can provide a project segmentation plan with logical termini and may develop Phase I design plans, if directed by the County.

Roadway

This project involves evaluating alternatives for an approximately 5.5-mile extension of Collier Parkway from Parkway Boulevard to SR 52. A key component of the study is the identification and assessment of alignment alternatives that demonstrate avoidance and minimization of wetland impacts—critical to achieving smooth permitting through the USACE and SWFWMD. Our team of professionals will collaborate closely to reduce environmental impacts throughout this sensitive corridor.

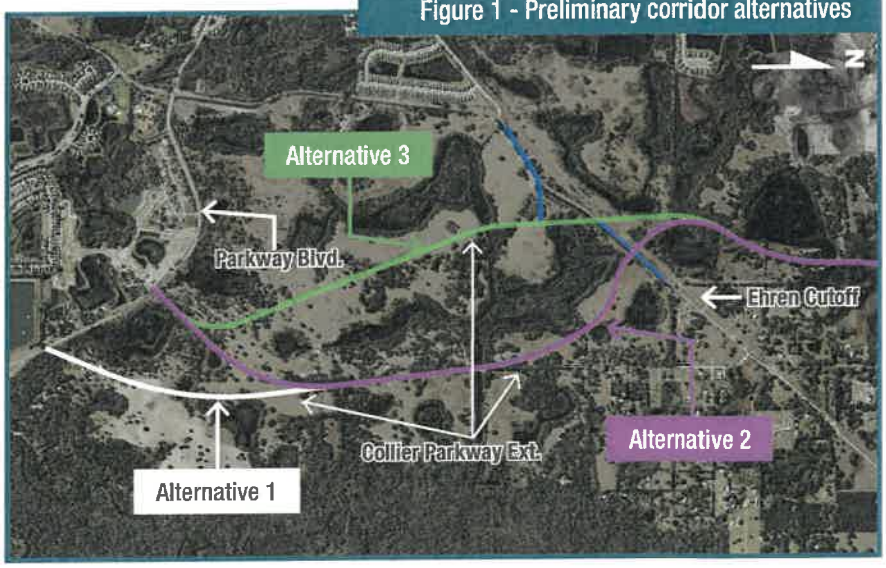
Typical Section Alternatives. A typical section evaluation memorandum will be prepared to identify the most suitable typical section for the Collier Parkway corridor based on Pasco County's Right-of-Way Preservation Width Standards. This analysis will incorporate projected traffic volumes and established design criteria, with a focus on minimizing impacts to the surrounding environment and adjacent properties. Multi-modal considerations, including accommodation for pedestrians and bicyclists and incorporation of the Orange Belt Trail into our alternatives will be documented in this evaluation.

Although multiple typical sections will be assessed, our team has confirmed that the right-of-way for the Collier Parkway extension is already established from the southern property line of the Connerton development to the Cemex plant, covering approximately 3.5 miles. Within this segment, the available right-of-way varies between 124 and 141 feet. Based on the County's right-of-way preservation standards, a four-lane divided urban/suburban section can be accommodated within a 124-foot-wide corridor. This section would provide four 11-foot travel lanes, 5-foot bike lanes, curb and gutter, a 22-foot-wide median, a 5-foot sidewalk, and a 12-foot multi-use path, meeting both operational and multi-modal needs while remaining within the existing right-of-way constraints.

Extension/New Alignment Segment. The Collier Parkway Route Study will evaluate at least three alignment alternatives, including the corridor identified in the Pasco County Comprehensive Plan. These alternatives will be reviewed to determine the most effective use of existing County-owned right-of-way, while assessing the sociocultural, physical, and environmental impacts associated with each alignment. With significant growth occurring throughout the region, the need for a connected north-south corridor has become increasingly critical to support mobility and access.

We have identified initial alignment alternatives to evaluate early opportunities, and constraints and explore innovative design strategies. A few starting points for the proposed alignment have been identified (See **Figure 1**). One corresponds with the alignment shown in the Comprehensive Plan near Regina Way, though this location may impact several existing residential properties (**see Alternative 1 in Figure 1**). An alternative starting point could involve aligning the corridor with Do Good Way, which would serve as a more logical termini due to the existing T-intersection while significantly reducing wetland impacts (**see Alternatives 2 and 3 in Figure 1**). A third potential corridor may originate from Heroes Run, which will also be explored during the study.

Figure 1 - Preliminary corridor alternatives



The initial portions of each alignment will be routed through uplands to minimize environmental impacts, following existing clearings or disturbed paths where feasible. During the design phase, a base clearance analysis and geotechnical investigation will be essential, as high groundwater levels and unsuitable subsurface materials are expected to influence roadway design. Alignment development will also be sensitive to nearby cultural resources; each alternative will be laid out to avoid impacts to the historic Ehren and Mt. Carmel cemeteries.

North of Mt. Carmel Cemetery, our alignment alternatives are anticipated to follow the existing dedicated corridor before intersecting again with Ehren Cutoff further to the north. From that point north to SR 52, the proposed alignment is expected to utilize and realign portions of the existing Ehren Cutoff right-of-way to accommodate the typical section developed for the Collier Parkway Extension. FDOT's SR 52 from E. of SR 45 (US 41) to Ehren Cutoff (FPID 256334-1) currently shows the Collier Parkway connection tying into SR 52 as a four-lane divided roadway.

Mt. Carmel Cemetery



Preliminary horizontal and vertical alignments will be developed for each build alternative as part of the Route study. These design concepts will support a comprehensive comparison of the alternatives, considering their ability to satisfy the project's purpose and need while minimizing social, cultural, and environmental impacts. The evaluation will also consider anticipated right-of-way requirements, constructability, and cost implications. This process will culminate in the selection of a Preferred Alternative that reflects stakeholder input, addresses key constraints, and is positioned for advancement into the design phase.

Intersection Alternatives. Eight potential intersections within the study area will be evaluated during the route study, including connections to Parkway Boulevard, two locations along Ehren Cutoff, Nebula Way, Connerton Boulevard, Pondered Day Lane, Pasco Village Parkway, and SR 52. The analysis will assess appropriate traffic control strategies for each intersection, considering treatments such as stop control, signalization, or roundabouts, with recommendations based on operational efficiency, safety, and compatibility with the corridor's overall function. Our team offers specialized experience in roundabout design, with staff who contributed to the development of NCHRP Report 1043: Roundabouts: An Informational Guide – Second Edition. These team members remain actively involved in internal design reviews to help validate geometry, enhance performance, and promote consistency across projects.

At Parkway Boulevard, a roundabout (**Figure 2**) and a 4-way signal-controlled intersection (**Figure 3**) will be considered. The roundabout is ideal for maintaining steady traffic flow, reducing delays, and enhancing safety by lowering conflict points, while the signalized intersection may better accommodate higher traffic volumes during peak periods with coordinated signal timing and requires less right-of-way. The study will evaluate these options based on factors like traffic demand, safety, and overall corridor compatibility.

As part of the route study, the potential realignment of Ehren Cutoff at its intersection with Collier Parkway will also be considered. The current skewed intersection presents several issues, including limited sight distance for drivers, particularly when making turns or navigating through the intersection at sharper angles. The alignment forces drivers to glance over their shoulders to avoid potential conflicts, which could lead to safety hazards. Additionally, the angle may complicate the turning radii for larger vehicles, increasing the potential for traffic conflicts and delays. These concerns will be addressed in the study as we consider alternative alignments to improve safety and operational efficiency. In addition to evaluating a roundabout and a stop-controlled intersection, the study may also explore an innovative approach: splitting Ehren Cutoff at Collier Parkway to create two distinct intersections, as illustrated in **Figure 4**.

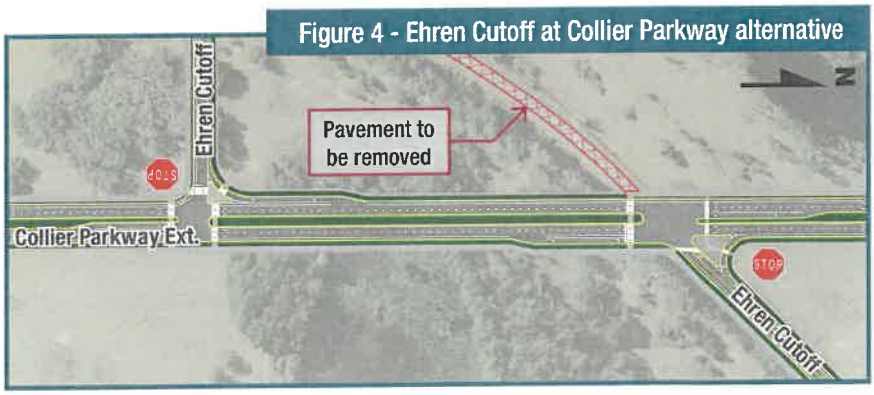
Figure 2 - Parkway Boulevard roundabout alternative



Figure 3 - Parkway Boulevard 4-way signal-controlled intersection alternative



Figure 4 - Ehren Cutoff at Collier Parkway alternative



The connection to Ehren Cutoff near the Cemex plant introduces several unique design and operational challenges that will be carefully examined as part of the route study. This segment of the corridor experiences a mix of industrial traffic, including trucks accessing the plant, as well as local and commuter traffic, creating the need for a safe and efficient intersection design.

To address these challenges, four primary intersection alternatives will be considered:

- A roundabout (**Figure 5**), which could help improve traffic flow and reduce conflict points while accommodating large vehicles with appropriate geometric design.
- A three-legged signalized T-intersection (**Figure 6**), offering a conventional and straightforward layout that may simplify navigation and reduce vehicle conflict zones.
- A Y-intersection with merge lanes (**Figure 7**), which could facilitate smoother transitions between roads, particularly for right-turning traffic, and may better support higher-speed travel.
- A realignment of Ehren Cutoff to form a T-intersection (**Figure 8**), which would shift the roadway to establish a more conventional, perpendicular layout—enhancing sight distance and improving the safety of turning movements.

Each of these alternatives will be analyzed based on safety performance, traffic operations, and the ability to accommodate future growth and vehicle types, with the ultimate goal of identifying the most effective long-term solution for the corridor.

Multi-Modal Accommodation. Our team's vision for the Collier Parkway corridor is closely aligned with the community's goals as outlined in the County's Envision 2050 guidelines. The alternatives will prioritize multimodal connectivity, providing dedicated bike lanes, sidewalks, and a multi-use path to accommodate pedestrians and cyclists. The proposed alternative alignments will intersect with the Orange Belt Trail along Ehren Cutoff, with adjustments to the trail included as part of the intersection improvements. Opportunities will be explored to further enhance connectivity between the Collier Parkway multi-use path and the Orange Belt Trail. This connection will also extend to the conceptual Connerton Trail and SR 52. In addition, crosswalks and other traffic control measures will be evaluated to ensure safety for all corridor users. Given the significant residential development in the area, consideration of a GoPasco bus route may also be incorporated to support public transit needs within the project limits.

Safety. The KH team is committed to optimizing safety across all transportation facilities. Our team includes two licensed Roadway Safety Professionals dedicated to improving safety in every aspect of the project. We focus not only on vehicle safety but also on the safety of all corridor users, including pedestrians, cyclists, and

Figure 5 - Roundabout

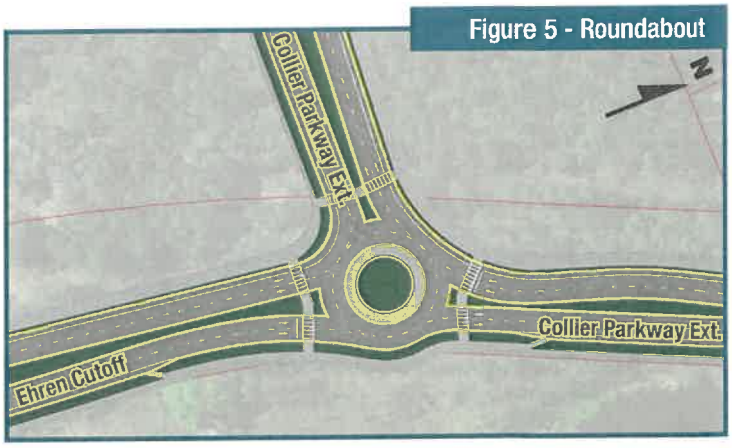


Figure 6 - Three-legged signalized T-intersection

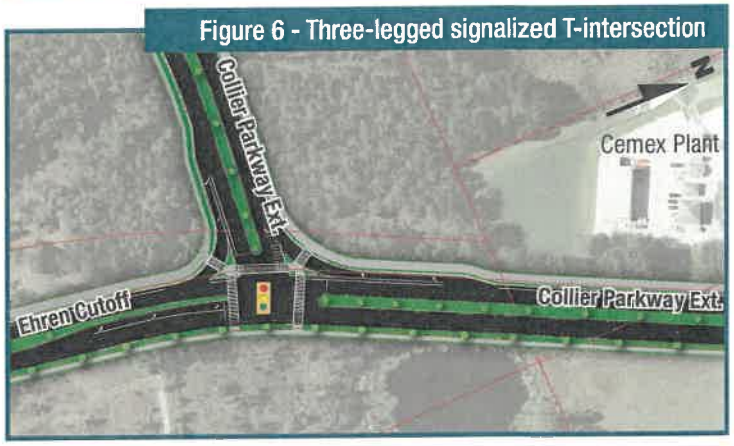


Figure 7 - Y-intersection with merged lanes

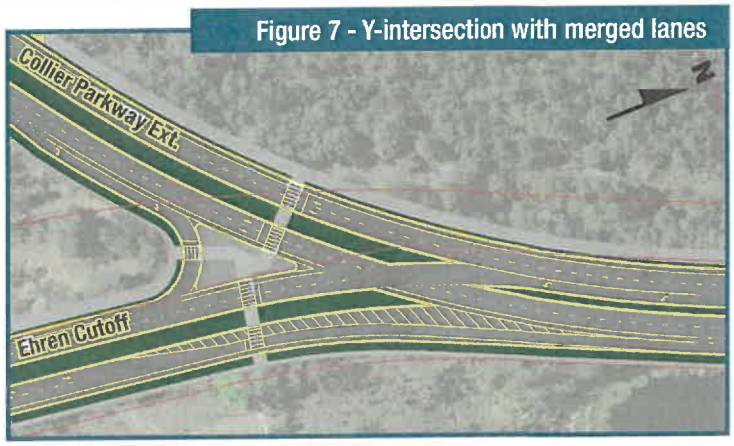
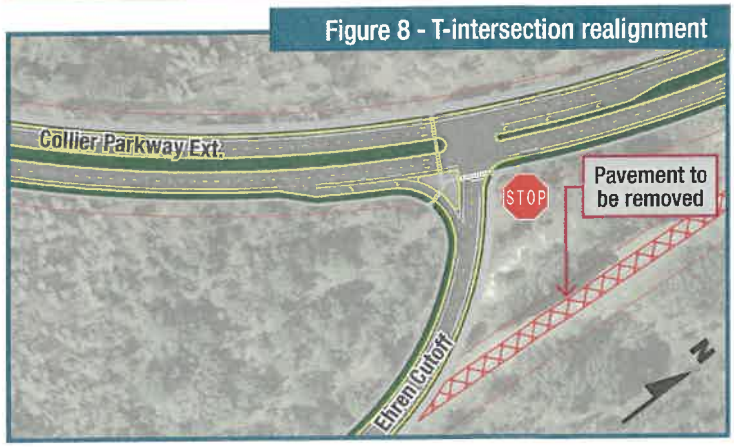


Figure 8 - T-intersection realignment



drivers. To achieve this, we incorporate safety audits, crash data analysis, and the latest traffic safety standards into our design process. Our approach includes recommending safety features such as improved signage, enhanced lighting, pedestrian crossings, and traffic-calming measures where appropriate. This comprehensive focus on safety ensures that all users of the corridor are protected throughout the project's lifespan.

30% Design Phase. The route study will result in a recommended alternative that will serve as the foundation for developing a 30% design plan set. While this phase is currently listed as an optional service, our approach will ensure a seamless transition from the study to the design phase. The design team will be actively engaged in the analysis of route alternatives and will collaborate closely with County staff throughout the route study, ensuring that the chosen alignment follows design requirements and meets the project's purpose and need.

Traffic Analysis

The traffic analysis on this project will include the development of the Traffic Technical Memorandum, planning for Opening year of 2035 and Design year of 2055. Our team will establish the vehicular traffic demand projections, analysis, forecasting, modeling and microsimulation for this corridor. Safety analysis will be performed for this new corridor using safety prediction methods based on roadway geometrics: number of lanes, lane width, shoulder width, bike lane presence, sidewalk presence, horizontal curves, intersection types, etc. Historical crash data on nearby roads, including Ehren Cutoff, will be reviewed as well, for any patterns or trends that may also be present on the new Collier Parkway extension.

Traffic volumes will play a key part in this PD&E, determining the number of lanes needed. The alternative alignments and where they intersect certain roads, such as SR 52, will impact projected traffic volumes as well. Traffic count data will be collected on nearby roadways, including Ehren Cutoff, where the Collier Parkway extension is planned to intersect that roadway. 2024 data (**Figure 9**) from the Tampa Bay Regional Planning Model (TBRPM) shows Parkway Boulevard just west of Collier Parkway with approximately 1,700 vehicles per day, while Ehren Cutoff north of Parkway Boulevard has approximately 7,400 vehicles per day, decreasing to 5,800 vehicles per day just south of SR 52.

The TBRPM only projects traffic volumes out to 2045, projections to 2055 will be done using software during this project's traffic analysis phase. By 2045 (**Figure 10**), the TBRPM model shows Collier Parkway with approximately 4,400 vehicles per day north of Parkway Boulevard, increasing north of Ehren Cutoff to 7,500 vehicles per day and 14,900 vehicles per day north of Connerton Boulevard and then decreasing to 6,800 vehicles per day close to the northern terminus/merge into Ehren Cutoff. In this 2045 model, Ehren Cutoff is projected to have approximately 13,800 vehicles per day south of the first intersection with

Figure 9 – Existing 2024 traffic volume ADTs (average daily traffic)

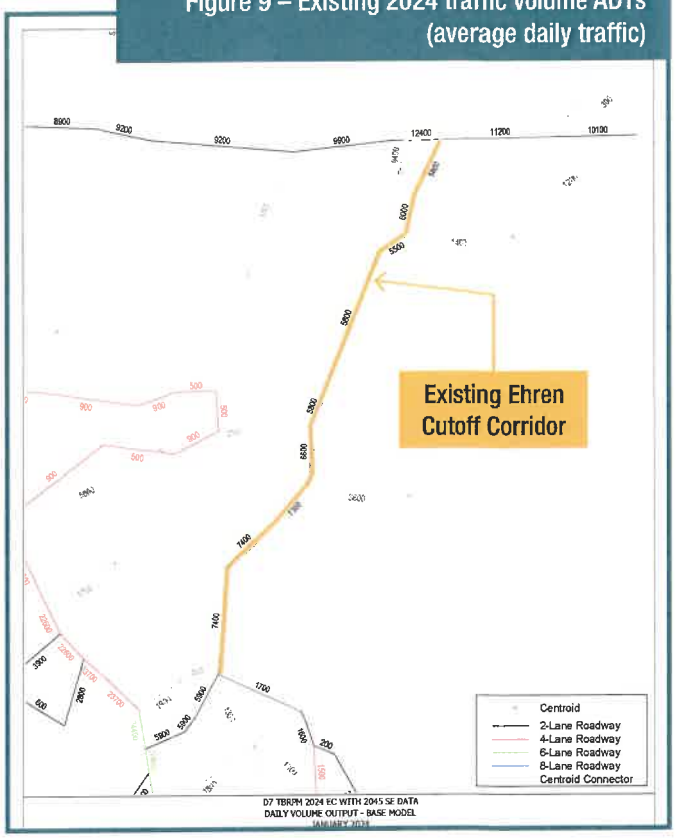
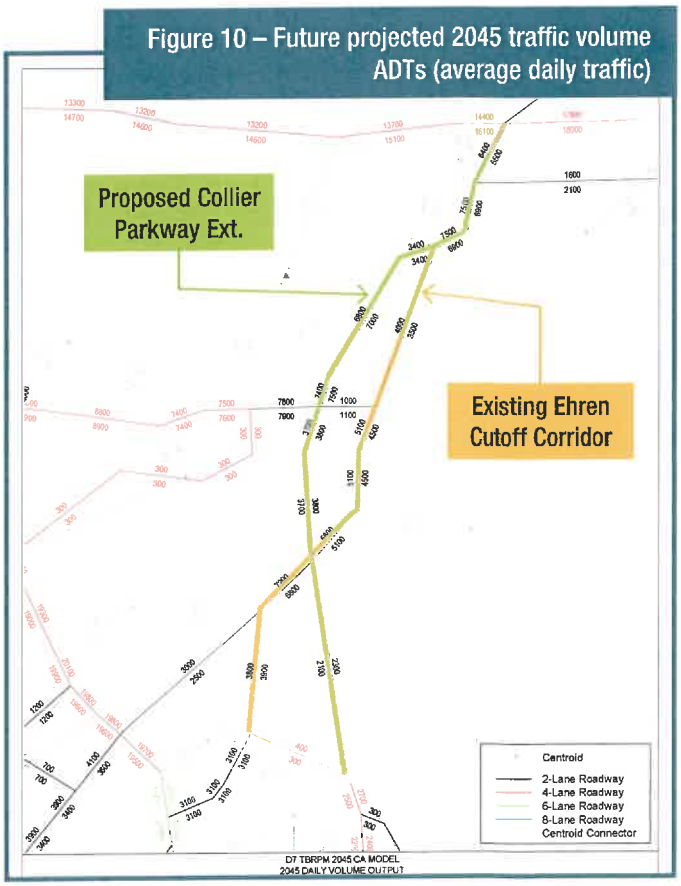


Figure 10 – Future projected 2045 traffic volume ADTs (average daily traffic)



Collier Parkway, decreasing to 10,700 vehicles per day until Connerton Boulevard, then 7,500 vehicles per day to the north, and 14,400 vehicles per day north of where Collier Parkway is planned to merge into Ehren Cutoff (in the TBRPM 2045 model) up to SR 52. When doing the actual traffic analysis for this corridor, our team will project volumes for design year 2055.

While these volumes are projections, they may not include all planned and future developments near this corridor and are subject to change. We will review all volumes, projected, and estimated, along with all planned developments nearby, to determine the appropriate projected future traffic volumes. One advantage that this KH team brings is our knowledge of planned developments in this area which allows for efficient transition of information for traffic projections. Typical corridor sections will be developed and reviewed based upon future design year vehicular traffic demand projections to best accommodate the traffic demand and the multimodal needs along the corridor. It is important to minimize impacts on the adjacent properties and the natural environment.

Each intersection in the study area will be evaluated for stop-sign, signal, roundabout, and Green-T traffic control alternatives. This analysis will start with a basic screening of intersection types/configurations that considers roadway volumes, crash data, and roadway geometrics based on safety data factors. A preferred traffic control alternative will be developed for each major intersection and a preferred traffic control alternative will be developed, and microsimulation analysis done to determine required turn lanes needed at the intersection for acceptable Level-of-Service (LOS). Preliminary analysis indicates a signal at the Ehren Cutoff (southern intersection) may work best there, while a Green-T may work best at the Ehren Cutoff (northern intersection), as shown in the Pasco County Comprehensive Plan. Further signalization analysis will be performed should the County choose to move forward with a 30% design phase.

Pond Siting and Hydraulic Analysis

Our team is familiar with the characteristics and challenges associated with this study corridor. Key challenges of this study will be minimization and avoidance of wetlands and floodplains, providing floodplain connectivity, and coordination with key stakeholders for siting suitable pond sites or utilizing existing ponds to meet the needs of the proposed corridor. The study corridor traverses through many interconnected floodplains that primarily convey west to east towards Cypress Creek. From south to north, the corridor crosses through three FDEP mapped water body basins: Cypress Creek North, Fivemile Creek, and Ehren Cutoff Creek. All three basins are in the HUC 12 Middle Cypress Creek watershed (HUC 031002050403) which discharges into the Hillsborough River. Cypress Creek is designated as an Outstanding Florida Waters (OFW) which will mean more stringent pollutant loading reduction requirements for the project corridor.



Figure 11 - Cypress Creek Preserve (SWFWMD)

The project corridor starts at Parkway Blvd south of Ehren Cutoff and extends north through Cypress Creek Preserve, which is owned and managed by SWFWMD (**Figure 11**). Early coordination with SWFWMD will be crucial for setting the preferred alignment and determining suitable locations for pond sites and floodplain compensation sites for this portion of the roadway. The goal will be to select an alignment that minimizes floodplain impacts to reduce or eliminate the need for floodplain compensation by providing cross drain connections and demonstrating no rise in floodplain elevations upstream or downstream of the crossing.

North of Ehren Cutoff, the proposed corridor crosses privately owned land up to the southern boundary of the Connerton development. Within Connerton, the corridor spans approximately 3.5 miles, and the right-of-way for Collier Parkway has already been conveyed to Pasco County. Within the Connerton SWFWMD permit, the proposed roadway alignment has also been integrated with stormwater pond conveyance systems for the southern 2.2 miles of this segment. Cross drains have also been preliminarily designed to provide conveyance under the corridor to pond sites, Fivemile Creek, and wetlands within portions of the corridor through Connerton. A large wetland near the south end of Connerton and another just south of Fivemile Creek will require evaluation of alternatives to minimize wetland and floodplain impacts. Alternatives for crossing these wetland and floodplain areas include filling along with the installation of cross drains to maintain conveyance; however, any resulting floodplain impacts will require appropriate compensation. Additional alternatives to be evaluated include bridge crossings, larger box culverts, and the use of a contained roadway rise. Identifying suitable areas for floodplain compensation may be challenging, since much of the surrounding land is slated for development. Importantly,

floodplain impacts within the section of the corridor passing through Connerton, north of Connerton Boulevard, appear to have been previously addressed through Connerton's existing onsite floodplain compensation modeling.

North of the Connerton development, the northern 1.3 miles of the dedicated right-of-way is adjacent to the SWFWMD owned Conner Preserve on the west side, with remnants of Lennar-owned property located between the proposed corridor and existing Ehren Cutoff right-of-way (**Figure 12**). Cross drain locations will be required to maintain existing conveyance patterns from west to east. Retaining walls will be included as an alternative to assess the cost of minimization of impacts. Lennar does not appear to have any planned uses for the remnant parcels between the proposed corridor and the existing Ehren Cutoff right-of-way; therefore, this may be the ideal area to provide pond and floodplain compensation sites.

Figure 12 - Potential Stormwater Management Areas



Continuing north, the proposed corridor merges into the existing Ehren Cutoff right-of-way and continues to SR 52. Along this stretch, the CEMEX plant and SWFWMD owned Conner Preserve lie to the west, while vacant land to the east, identified as proposed SWFWMD land for Conner Preserve, borders the corridor. Where the corridor traverses within the existing Ehren Cutoff right- of-way up to SR 52, there are at least three existing cross drains that will require extensions. Floodplain impacts will be limited and potentially can be compensated for within the Lennar remnant parcel.

In accordance with the new statewide stormwater rule, any portions of the project requiring stormwater management permitting must demonstrate either a 90% reduction in total phosphorus (TP) and an 80% reduction in total nitrogen (TN), or post-development nutrient levels lower than pre-development levels (Post < Pre), whichever is more stringent. This requirement is due to the project's location within a HUC12 watershed that contains either an impaired water body or an Outstanding Florida Water (OFW).

The primary challenges posed by the new rule include the need for a significantly larger treatment volume and the inadequacy of traditional wet detention systems to meet the minimum TN/TP load reduction thresholds. To address these challenges, a range of innovative treatment strategies will be evaluated. These include treatment trains that incorporate bio-swales, shallow infiltration areas, biosorption filters, and mechanical treatment technologies.

Given the high groundwater table in the area, which limits the effectiveness of infiltration-based methods, the use of Continuous Monitoring and Adaptive Control (CMAC) technology for Smart Ponds may be a viable solution—particularly in the area north of Connerton, between the corridor right-of-way and the existing Ehren Cutoff right-of-way. Additionally, the National Stormwater Trust, a provider of CMAC systems, may have stormwater treatment credits available for purchase, representing another option for achieving compliance.

Due to the region's rapid development, the project's location through SWFWMD-owned lands, and the complexity of meeting stringent nutrient removal requirements, we recommend a robust and proactive pond siting analysis during the PD&E phase. This analysis should include geotechnical investigation and survey work to support early identification and acquisition of viable pond sites by the 30% design phase.

The pond siting effort will assess hydraulic feasibility; necessary infrastructure and easements for routing inflows and outflows; potential environmental impacts including wetlands, listed species habitats, cultural resources, and contaminated areas; treatment and attenuation volume requirements; sizing based on seasonal high groundwater levels and adjacent infrastructure elevations; and estimated infrastructure and land acquisition costs.

To demonstrate sufficient floodplain compensation and attenuation is being proposed, we plan to utilize the most recent permitted Connerton watershed models expanded to include more portions of the existing Pasco County watershed model for full model coverage of the project corridor. The goal is to update the model sufficiently to accurately reflect the existing permitted conditions within the focus area and copy to create a proposed conditions model to account for the impacts and add the improvements to demonstrate that floodplain compensation sites and or cross drain connections demonstrate no rise within the surrounding floodplain areas. We understand that the Pasco County watershed model needs updates. Our team

observed that the 100-year floodplain elevations within the downstream Cypress Creek area, south of SR 54, appear to be underestimated. This conclusion is based on USGS recorded discharge data at the SR 54 bridge crossing, which indicates that the flow rates associated with the 25-year and 50-year design storm events are significantly higher than the 100-year design flow rate currently assumed in the model.

Our team is currently utilizing the model for our I-75 at I-275 design project to the south within the Cypress Creek watershed. With documented prolonged flooding around Ehren Cutoff to the east of the project corridor, it will be critical to ensure no downstream impacts occur from the new roadway. This project may be an opportunity to provide floodplain compensation sites that also provide additional attenuation and storage to remedy downstream flooding issues. Our team is excited about this project and looks forward to working with Pasco County to provide innovative ideas and solutions that could provide regional improvements, if desired by the County. We are well versed in utilizing innovative solutions to meet the new statewide stormwater rule, and in addressing the challenges of projects with extensive floodplain involvement. Our drainage Engineer of Record (EOR) has experience in coordinating pond siting within SWFWMD owned lands and understands the importance of early coordination. A meeting with SWFWMD representatives will be scheduled early to introduce the project and set expectations. Coordination with the County, Lennar, and SWFWMD, early and through the project's life, will also be key in ensuring pond and floodplain compensation siting alternatives and permitting requirements are viable as the project moves forward into design.

The table below summarizes the basin characteristics and approach for the segments of the corridor discussed.

Basin (Water Body ID)	Contributing Area	Basin Characteristics	Stormwater Management Approach	Conveyance Considerations
Cypress Creek North (WBID 1440E)	From Parkway Boulevard to North of Ehren Cutoff (Connerton Boundary)	» Multiple Corridor Alternatives south of Ehren Cutoff » Can Avoid and Minimize	Propose Pond Site Alternatives, Coordinate with SWFWMD during Siting	Anticipate two cross drains for floodplain conveyance.
Cypress Creek North (WBID 1440E)	From North of Ehren Cutoff to South of Connerton Boulevard	» County owns right of way for Corridor » Wetland and Floodplain Impacts Mitigated	Coordinate with Clearview Engineering and Lennar for stormwater management and mitigation of floodplain impacts.	Design of required cross drains south of Connerton to maintain conveyance west to east.
Fivemile Creek (WBID 1437)	South of Connerton Boulevard to North of Connerton Boulevard	» County owns right of way for Corridor » Floodplain Impacts Mitigated » Wetland Mitigation Required	Coordinate with Clearview Engineering and Lennar for stormwater management and mitigation of floodplain impacts.	Major crossing under intersection of Connerton Boulevard and Collier Parkway for Fivemile Creek and other required crossings designed or modeled by Connerton
Ehren Cutoff Creek (WBID 1429)	From North of Connerton Boulevard to South of CEMEX, South of CEMEX to SR 52 (West Side Only)	» County owns right of way for Corridor » Wetland and Floodplain Impacts Mitigation Required	Within Connerton limits coordinate with Clearview Engineering and Lennar, North of Connerton will require Pond Site and Floodplain Compensation Alternatives	Anticipate multiple cross drains for floodplain conveyance.
Cypress Creek North (WBID 1440E)	From South of CEMEX to SR 52 (East Side Only)	» Corridor will merge into Ehren Cutoff R/W » Wetland and Floodplain Impacts within existing R/W Require Mitigation	Propose Pond and Floodplain Compensation Site Alternatives, Coordinate with SWFWMD during Siting.	Anticipate three cross drain extensions.

Utility Coordination

Our team's approach emphasizes proactive coordination, not only with existing utilities but also with ongoing and future projects. Nine Utility Agency Owners (UAOs) within the project area have been identified, including CenturyLink National (LUMEN), Frontier Communications, Pasco County Traffic Operations Division, Pasco County Utilities, Spectrum, Tampa Bay Water, Withlacoochee River Electric Coop., Zayo Group, and FDOT. We will develop a Utility Contact Matrix to streamline our communication with UAOs and to aid in the preparation of contact letters, and manage escalation procedures. Our team will also coordinate with FDOT regarding their SR 52 widening, resurfacing, and Intelligent Transportation Systems (ITS) projects to identify utility impacts within the project limits. Additionally, we will track new private developments throughout the project's duration, promptly identifying utility extensions that may affect the study and coordination efforts. Communication with UAOs will be proactive and consistent, with initial plans and requests promptly

shared to maintain close engagement with their planning departments. The Utility Conflict Matrix, developed collaboratively with the engineering team, will be continuously updated.

This comprehensive approach includes early identification and verification of utilities through direct engagement with UAOs, regular coordination meetings, and ongoing correspondence to address project impacts and develop alternatives that minimize utility impacts. The team will track UAO current projects and planned work to align it with anticipated Parkway Extension construction schedules, minimizing future disruptions. Through this proactive methodology and our industry relationships, our team will ensure efficient and effective utility coordination for the successful completion of the study.



Structures

Our team will evaluate wetland crossings prioritizing long-term performance, environmental compatibility, and construction feasibility while maintaining permitting feasibility with agencies like USACE and SWFWMD. There is an open span of approximately 450 feet that will need to be crossed, requiring a structure capable of efficiently bridging this distance while minimizing impacts to the underlying wetlands and sensitive environmental features. The KH team will analyze the potential use of both box culverts and bridge structures. Box culverts are typically suitable for smaller, more constrained crossings and can offer lower initial construction costs and ease of installation, particularly when water depths and spans are limited. Conversely, bridges may be more appropriate to minimize wetland fill and when preserving natural hydrologic flow is critical. Bridges also provide enhanced ecological connectivity, an opportunity for wildlife crossings, and reduced impacts to sensitive habitat, which may streamline environmental permitting and reduce long-term risk.

Selection of the appropriate structure type will be based on a holistic assessment that includes wetland impacts, life-cycle cost analysis, floodplain considerations, and constructability in challenging conditions. High groundwater levels and potentially unsuitable subsurface materials—identified as concerns during preliminary roadway development—will be key factors influencing structure type and foundation design. These geotechnical challenges reinforce the need for integrated evaluation across roadway and structures teams.

Where grade differentials and side slope constraints occur along the proposed roadway corridor, gravity retaining walls will be incorporated to maintain the roadway section within the existing or proposed right-of-way. Gravity walls offer substantial benefits, including a reduced construction footprint compared to embankments or MSE walls, making them ideal for environmentally constrained sites and tight corridors. Their inherent mass and simplicity allow for reliable performance in areas with high water tables, while also minimizing excavation and fill requirements. Additionally, gravity walls require minimal long-term maintenance and can be visually enhanced to blend with surrounding natural and residential areas, a valuable consideration given the proximity to existing and planned developments like Connerton.

As part of our structures approach, our team will ensure coordination with multi-modal facilities such as the Orange Belt Trail and explore opportunities for trail underpasses or grade-separated crossings where feasible. This will enhance user safety and connectivity while maintaining the character of the corridor envisioned in Pasco County's Envision 2050 plan. All structural elements will be developed in concert with preliminary horizontal and vertical alignments and reflect the County's typical section goals for the corridor. Ultimately, the proposed structures will support a resilient and context-sensitive design that advances mobility while protecting the corridor's environmental and community assets.



Geotechnical

Our team's initial geotechnical activities include the review of existing geotechnical data, the US Department of Agriculture (USDA) soil data, Geological Survey and Natural Resource Conservation Service (NRCS) maps, US Coast and Geodetic Survey (USC&GS) maps and preparing a Geotechnical Memorandum summarizing the findings.

To aid with the pond siting and to evaluate areas of the project with potential deleterious conditions, it may be warranted to perform limited test borings within the proposed roadway improvements and stormwater management areas to characterize the subsurface conditions. Areas with potential organic soils or areas identified as "Quartzipsamments" would be areas in which it may be warranted to evaluate for unsuitable subsurface conditions.

In advance of any potential geotechnical explorations, our team will prepare a plan for review by the County prior to commencing field activities. A "Call Sunshine" utility clearance will be completed after staking the test boring locations in the field.

Our team will prepare geotechnical reports, summarizing the subsurface explorations, and geotechnical plan sheets will be prepared to support the project with preliminary geotechnical recommendations to guide the design. If the 30% Design phase option is exercised, widely spaced borings along the proposed alignment and within the proposed stormwater management areas will be recommended to evaluate Seasonal High Groundwater levels and to evaluate areas potentially containing deleterious materials (muck or debris).

Natural Resources

When it comes to completing route studies with related environmental analysis and documentation, no other team can match the experience and in-depth resources of our team. We have decades of experience completing projects like this study for approval by FDOT and FHWA and will bring that expertise to the Pasco County project. Our knowledge of this process and understanding of requirements will help us successfully move this project through the environmental phase to the Design. Our team is well versed in the challenges that new alignment projects can bring. The next few sections will help highlight our experience and approach in addressing the different environmental needs to be addressed in this study.

ENVIRONMENTAL DOCUMENTATION

The KH team will prepare environmental reports that detail the existing conditions and potential impacts to the resources within potential alternative alignments. These standalone reports include the Natural Resources Evaluation, Contamination Assessment memorandum, Cultural Resources Assessment Survey, Noise Study, Drainage and pond siting evaluation, Typical Section Evaluation Memo, and Public Involvement Comments and Coordination Memo that will document the potential impacts based on the different alignment alternatives being considered. Additionally, as each discipline creates an individual report summarizing the findings, we will create the overall environmental document for the project which will be the Final Route and Pond Siting Analysis Study Report since no state or federal monies are designated at this time for this project. However, our team can easily switch the environmental report to a State Environmental Impact Report (SEIR) or an Environmental Assessment Report if state or federal funds become available for the project.

WETLANDS

The environmental landscape in this area of Pasco County is transitioning from primarily rural, undeveloped land to a mix of residential and commercial development. The proposed roadway alignment currently traverses largely undeveloped terrain, including the Cypress Creek Preserve (SWFWMD ELAMP), wetlands, agricultural lands, residential zones, the Cemex plant, and the expanding Connerton residential area. The segment from Ehren Cutoff south to Parkway Boulevard lies entirely within the Cypress Creek Preserve, which is jointly owned by SWFWMD and Pasco County through the ELAMP program. Coordination with both entities will be essential in evaluating alignment alternatives and addressing potential impacts to ELAMP lands, which may require compensatory land or mitigation.

Minimizing and avoiding wetland impacts will also be a priority as alignment alternatives are considered. The project corridor contains both forested and herbaceous wetlands of moderate to high ecological quality. It will be critical to identify which wetlands qualify as Waters of the United States (WOTUS) to ensure proper planning for federal permitting timelines. Any unavoidable impacts to wetlands will necessitate mitigation. This may include purchasing credits from an approved mitigation bank, creating or enhancing wetlands, or a combination of both. The project lies within the Hillsborough River Basin, where mitigation banks such as Hillsborough River MB, Wiggins Prairie MB, and Two Rivers Ranch MB offer credits for both herbaceous and forested wetlands at the state and federal levels. Purchasing credits is generally the most efficient mitigation method for maintaining the project schedule.

Given the extent of wetlands and the nature of the proposed new roadway, it is anticipated that the project will require a SWFWMD Environmental Resource Permit (ERP) and a U.S. Army Corps of Engineers (USACE) Section 404 permit. If WOTUS impacts are kept below 0.5 acres, the project may qualify for a USACE Nationwide Permit, potentially streamlining the permitting process during the design phase.

PROTECTED SPECIES

The project corridor lies within the U.S. Fish and Wildlife Service (USFWS) consultation area for the Florida scrub-jay. However, there is no indication of suitable scrub habitat in the area, and no sightings of this species have been reported. While the presence of the Florida scrub-jay is unlikely, our team of environmental biologists will assess the habitat during the field review to determine whether a formal survey is necessary. Other federally protected species with potential to occur in the area include the eastern black rail, tricolored bat, eastern indigo snake, and monarch butterfly. The eastern black rail has very specific habitat requirements, so the need for a species survey will depend on whether the field review identifies suitable nesting or foraging areas. Notably, the tricolored bat and monarch butterfly are currently proposed for listing by USFWS. Including these species in the initial review process will help avoid the need to revise the environmental documentation should they be officially listed in the future.


Florida sandhill crane


Gopher tortoise

Additionally, numerous state-listed species may be present in the project area. These include the Florida **burrowing owl**, **Florida sandhill crane**, least tern, **tricolored heron**, **little blue heron**, roseate spoonbill, **southeastern American kestrel**, Florida pine snake, short-tailed snake, and **gopher tortoise**. Of these, the most encountered species, highlighted in bold above, will require targeted surveys to assess potential project impacts. Previous fieldwork has identified gopher tortoise burrows within the project alignment, and a known wading bird rookery is located approximately 550 feet from the proposed roadway. Effective coordination with both USFWS and the Florida Fish and Wildlife Conservation Commission (FWC) will be essential to ensure all relevant environmental considerations are documented appropriately. The KH team will also assess multiple alignment alternatives, taking into account engineering constraints, environmental impacts, and cost. These findings will be summarized in an evaluation matrix to support informed decision-making.

Cultural Resources

Our team will perform a Cultural Resources Assessment Survey (CRAS) and a Desktop Analysis of alternative alignments and the potential stormwater management facilities and floodplain compensation sites to evaluate the potential to impact cultural resources along our study alternatives. All work will be conducted in accordance with of the PD&E Manual and will be documented and coordinated with appropriate agencies. Our team of experts is comprised of professionals qualified and experienced in providing cultural resources services under the provisions of 36 CFR 61 in compliance with the National Historic Preservation Act of 1966, as well as with the provisions contained in Chapter 267, Florida Statutes. A 1A-32 Archaeological Research Permit from the Florida Bureau of Archaeological Research may be required to conduct a CRAS on portions of the alignment that cross state-owned lands. Additionally, our team includes former Florida SHPO compliance and federal Section 106 archaeologists, offering a unique and comprehensive understanding of the complex cultural resources regulatory framework to effectively support the study.

GPR/GEOPHYSICAL SURVEY APPLICATIONS

Our team recognizes the presence of historic cemeteries near our proposed alternative alignments which may require geophysical surveys to ensure impacts are avoided. Terrestrial field survey and recovery operations can use minimally or non-invasive geophysical survey techniques, such as ground-penetrating radar (GPR) and metal detectors to map the distribution of archaeological material across a site and provide information on site conditions, topography, and past and present land use. Geophysical surveys can also reveal information on the size, depth, and composition of subsurface features, including graves, archaeological features, and other subsurface disturbances. Modern disturbances, such as buried transportation or utility infrastructure can also be detected with geophysics instruments.

These geophysical techniques for archaeological surveys, investigations, and data recovery will be determined by the project's goals, research design, terrain, vegetation, project area accessibility, laws, and regulations. A 1A-32 Archaeological Research Permit may be required on state land to use GPR and metal detecting devices within a project area, but our team will work with the appropriate agencies to ensure a permit is issued to complete the work.

Although some of the potential corridor alternatives have been surveyed, a significant portion of the project corridor will require a CRAS. There are six archaeological sites, (8PA29, 8PA32, 8PA551, 8PA537, 8PA1365, 8PA530), one historic structure (8PA1707), and two historic cemeteries (8PA1994 & 8PA1995) previously recorded near the study area. Of the six known archaeological sites two (8PA29 & 8PA32) have not been formally evaluated for their significance and the rest were formally evaluated by the Florida SHPO as ineligible for the National Register of Historic Places (NRHP). Although the recorded historic structure (8PA1707) appears to have been destroyed, it remains within the Mt. Carmel Cemetery parcel. Our in-house cultural resources management staff will coordinate with the PD&E and design team leads to evaluate potential impacts and ensure these cemeteries are avoided and preserved.

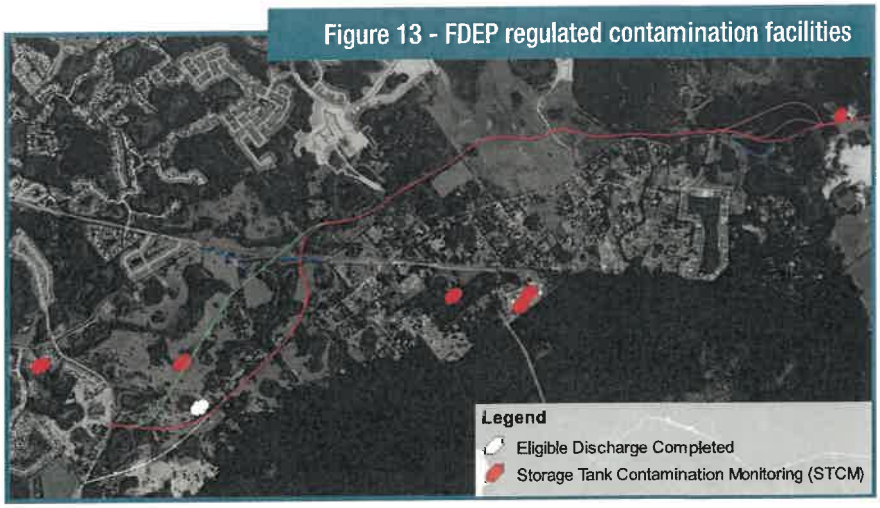
Sociocultural

A Sociocultural Effects (SCE) Memorandum will also be prepared detailing minority and low-income populations, along with Limited English Proficiency populations that could be affected by the project. Utilizing a 1 mile buffer study area due to the project located within a rural area, there are several community facilities (Cypress Creek Preserve, Tampa Archery School, Tampa Bay Water Treatment Plant, Ehren Cemetery, Three Pines Preserve, and others which will be field verified), which will require consideration for potential impacts, including maintaining access during and after construction. The project will enhance mobility and therefore providing access to the plethora of community facilities will help encourage public support. Lastly, aesthetic affects and potential impacts on the surrounding communities viewshed is an important consideration as this a new roadway alignment. Meaningful public engagement will be critical throughout the PD&E Study for the successful outcome of the project, and all PI efforts will also be summarized in the SCE.

Contamination

Our team reviewed the FDEP's Map Direct database for regulated facilities within the Pasco County Parcels KMX file that was provided in the OneDrive. Only eight (8) registered tank sites were identified within those parcels. Two of the tank sites contained previous discharges that have received regulatory closure. The other sites are registered tank sites with no reported discharges. A full Contamination Screening Evaluation Report (CSER) will be completed to fully document these facilities and potentially others in accordance with PD&E Manual **(see Figure 13)**.

Figure 13 - FDEP regulated contamination facilities



Noise

Noise impacts from increasing capacity or changes in elevation are anticipated at nearby receptors and a Noise Study Report will document our findings to determine if noise abatement is required in sensitive areas adjacent to the limits of the study.

Permitting and Regulatory Agencies Coordination

Our team has a successful permitting and coordination history with local, state and federal agencies across multiple disciplines. We have developed strong relationships with staff at the USACE, SWFWMD, FDEP, USFWS, FWC and SHPO. We anticipate that the project will require a SWFWMD/FDEP Environmental Resources Permit and a USACE permit, along with coordination with USFWS, FWC and SHPO. Additionally, due to the level of potential involvement with protected species and cultural resources, coordination with USFWS, FWC and SHPO will be a critical component in receiving concurrence for the potential impacts from the preferred alignment as part of the final environmental document.

Public Involvement

We recognize that public involvement will be a major metric for measuring the success of this study and maintaining the project schedule. Our team's recent experience working in FDOT District Seven delivering Districtwide PD&E Support Services and currently working in Pasco and Hillsborough counties provides us with strong understanding of stakeholders, agencies, and the community to drive a compelling public involvement Plan. Additionally, our team provides ongoing enhancements of public involvement materials and processes to create a more consistent and clear message. We will be able to skillfully navigate the public involvement process to ensure the public remains informed of project development and the dialogue relevant to the Collier Parkway Extension study efforts. Working with the County staff, we will review recent public engagement materials for other projects in the area and collaborate to develop a specific public involvement plan seeking to build consensus and address the requirements of the route study process. Our team is prepared to support the County's formal and informal coordination with the public and local officials with both traditional and enhanced public engagement techniques.

PUBLIC INVOLVEMENT PROGRAM (PIP)

A PIP will be prepared to evaluate alternative alignments along the study corridor. Our team will develop customized community outreach and public involvement programs based on relevant stakeholders, area demographics, and the unique characteristics of local communities. Through public meetings, listening sessions, charettes, focus groups, mail-outs, websites, surveys/questionnaires, social media, project collateral materials, interactive activities, and visualizations, we will proactively communicate and connect with community members and stakeholders where they live, work, and play. Establishing positive stakeholder relationships, engaging local agencies, special interest groups, and community members early, and continuing public engagement throughout the study will be a key focus of public involvement.

Additionally, this corridor includes numerous residential communities along the proposed extension that include Outlaw Ridge, Bahia Acres, Green Briar, Willow Vista, Edgewood at Dupree Lakes, Sandpiper Cove at Sable Ridge, The Landings at Sable Ridge, Bradenwood at Sable Ridge, Sandpiper at Sable Ridge, Heron Point at Sable Ridge, Eaglecrest, ConnerHouse, Connerton, and Osprey Cove. Ehren Cemetery is also within the proposed extension. Stakeholders will include Land O' Lakes WWTP, Land O' Lakes Recreation Complex, Land O' Lakes Library, Crunch Fitness, Our Lady of the Rosary Church, Collier Commons Shopping Mall, and several other businesses.

WEBSITE DEVELOPMENT/TROUBLESHOOTING

Our team has extensive experience with all aspects of ADA compliant website design, development, launch and maintenance and is skilled with a wide range of web technologies, including HTML5, CSS3, JavaScript, PHP/MySQL, and ASP. They are up to date on the latest design technologies, such as responsive web design and adaptive images, and are familiar with various content management systems (CMS) including WordPress and Sitefinity. Valerin integrates social media, optimizes web content for use on mobile devices and applications, and follows the ADA/accessibility guidelines (WCAG 2.1 Level AA). The development team verifies cross-browser support and accessibility by using several accessibility remediation tools, including the JAWS Inspect and WAVE Web Accessibility Evaluation Tool.

SITE HOSTING ALTERNATIVES ANALYSIS

Site hosting requirements and associated costs are driven by such factors as storage capacity, SSL security, automatic backups, and peak traffic demands. Before recommending or selecting the site host, Valerin developers also consider performance reliability of the hosting service and shared versus dedicated needs for the website application.

WORDPRESS PATCHES AND UPGRADES

Our team's website developers have experience monitoring and maintaining hosting servers and WordPress websites for optimal site performance. Additionally, they utilize tools and additional security features to keep websites protected from external threats, allowing clients to focus on content, rather than the latest security vulnerability. Valerin web developers review and test updates and patches to WordPress plugins to verify their functionality and compatibility prior to installation. As new WordPress and/or UX/UI standards evolve, Valerin employs CMS best practices to maintain and improve the website design throughout the duration of the website maintenance cycle.

SOCIAL MEDIA

Our team has experience developing compelling content to engage communities and stakeholders and takes an integrated approach to develop social media campaigns that include a mix of quality content, graphics, and a consistent, strategically developed campaign schedule. Social media campaigns are consistent with other communications and messaging but enhanced to accommodate the two-way communication that makes up social media. Valerin's approach to social media strategy is built with seven keys to social media success and aligns social media content with a client's objectives, goals, and branding. The seven keys include:

- Step 1: Establish Social Media Mission, Goals, and Objectives
- Step 2: Perform Platform Audits
- Step 3: Develop Analytics Scorecard
- Step 4: Build Engaging Content
- Step 5: Develop Advertising and Promotion Plan
- Step 6: Engage with the Audience
- Step 7: Analyze Results and Optimize Campaigns

COLLATERAL/DOCUMENT/GRAPHICS DEVELOPMENT

Our team develops collateral pieces produced in both print and digital formats that are factual, informative, educational, and tailored to meet the specific needs and requirements of a project, program, campaign, or initiative. We have extensive experience working with complex ideas and concepts and "translating" them into easy-to-understand materials and in an appropriate voice that effectively communicates the client's message to the public.

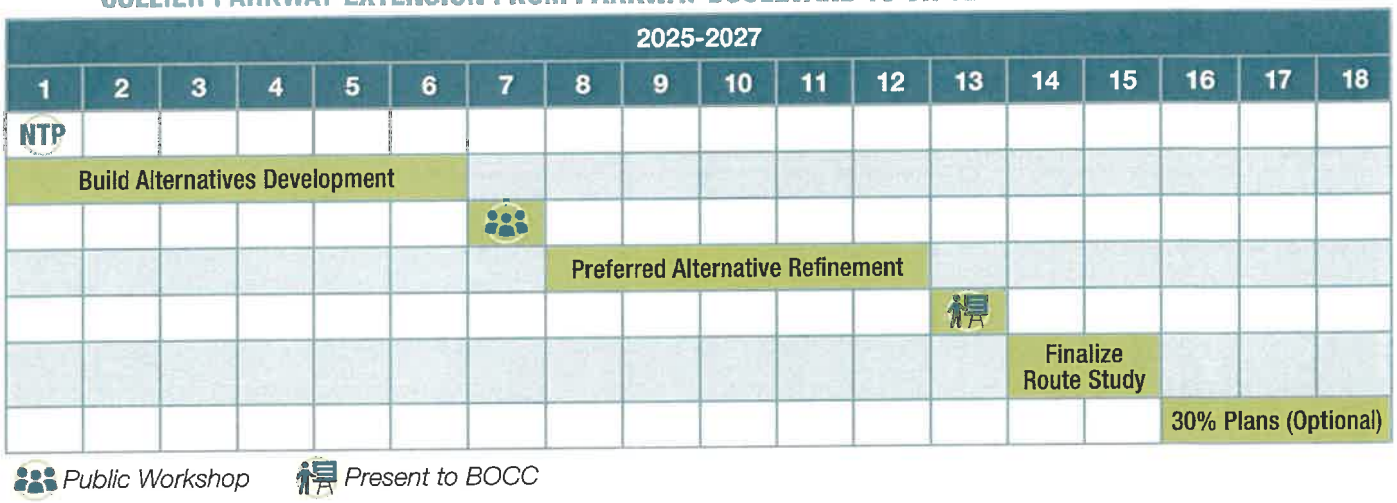
LANGUAGE TRANSLATION

At the start of a project, our team will evaluate the percentage of individuals speaking English "less than very well" within a project area as determined by the EPA Environmental Justice (EJ) Screening and Mapping Tool. Those results, coupled with community research, will determine the need for Spanish translations. Should Spanish translations be warranted, our team has in-house resources who have written and produced numerous digital publications in English, Spanish, and Creole for a range of public sector clients. We also routinely provide Spanish translators/interpreters at public meetings and workshops.

Schedule

Our schedule will integrate the necessary subtasks to ensure the scope presented to the County includes input from all relevant disciplines. It will reflect a coordinated effort among disciplines, illustrating the relationships between successive subtasks and their predecessors. This coordination will provide our team with a clear understanding of the County's goals, objectives, deliverables, schedule, and budget and will establish a solid foundation for a comprehensive project work plan, identifying critical path elements and individual work group milestones.

COLLIER PARKWAY EXTENSION FROM PARKWAY BOULEVARD TO SR 52 ROUTE STUDY SCHEDULE



Quality Control

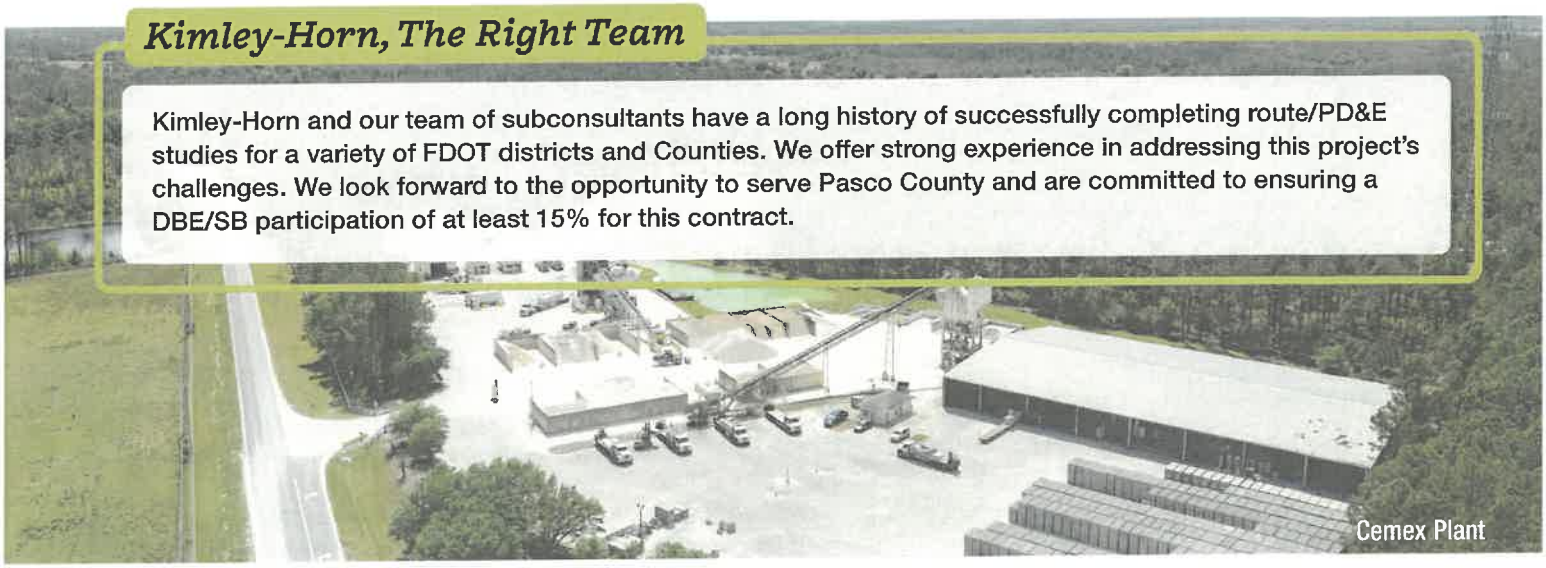
Kimley-Horn's QC/QA program is based on assigning experienced senior professionals to perform independent reviews of all deliverables. In addition to a five-step process for checking, back-checking, and verification on submittals, our team will also peer review subconsultant reports for consistency. Quality and attention to detail has contributed to our success on past projects.

Quality is one of the key attributes that has enabled KH to become one of the leading consulting firms in the country and it is essential to our continuing success. Our project manager and each task leader will provide careful, properly sequenced, and supervised production, offering continuous observation and guidance over each work element to ensure completion and accuracy. For this project, our internal QC/QA program will include:

- An internal kick-off meeting held with key team members assigned to the job to clearly define the scope, outline subtask responsibilities, establish schedules, and identify project milestones and goals.
- A QC/QA plan will be developed concurrent to the development of the scope which will identify QC/QA roles and responsibilities for each task and develop a timeline, so all reviews are scheduled prior to commencement of project. As part of the plan, a review template will be created which will allow for consistent documentation of all QC/QA reviews.
- At the end of each phase, a QC/QA review will be conducted as one of several final checks to make sure the project deliverable is not only technically correct but also consistent with your objectives.
- Any changes or modifications required to respond to the comments and recommendations of the quality control team will be incorporated during the ongoing analysis prior to submitting deliverables.

Kimley-Horn, The Right Team

Kimley-Horn and our team of subconsultants have a long history of successfully completing route/PD&E studies for a variety of FDOT districts and Counties. We offer strong experience in addressing this project's challenges. We look forward to the opportunity to serve Pasco County and are committed to ensuring a DBE/SB participation of at least 15% for this contract.



C

PROJECT TEAM AND PAST EXPERIENCE

TAB C. PROJECT TEAM AND PAST EXPERIENCE

Kimley-Horn's longstanding experience with similar projects and communities throughout Florida provides you with technical expertise, unmatched client services, and essential local knowledge. We are confident that our team's comprehensive range of services and extensive experience will prove invaluable to Pasco County for this effort. Our team members, including our subconsultants, have a history of successfully working together on similar projects, which strengthens our ability to produce optimal results.

PASCO COUNTY



PRINCIPAL-IN-CHARGE
Gary Nadeau, PE **(34)**



PROJECT MANAGER
Alejandro Mendez, PE **(18)**

QUALITY CONTROL MANAGER
Lisa Stone, PE **(29)**





DEPUTY PROJECT MANAGERS

PD&E
Sarah Johnson, CE **(23)**

DESIGN
Andy Gregg, PE, RSP1 **(19)**



PD&E DOCUMENTATION/ NEPA SUPPORT
Michael Garau, PE **(23)**
Cris Schooley, PE, AICP **(16)**

NATURAL RESOURCES/SOCIOCULTURAL
Sarah Johnson, CE **(23)**
Tori Bacheler, PWS **(13)**
Jeff Hemphill, CNRP **(7)**

NOISE ANALYSIS
Tad Hardy, PE **(12)**

CULTURAL RESOURCES
Chris Hunt, PhD **(10)**
Jeff Shanks **(20)**
Steven L. RabbySmith, MA, RPA **(30)**
Alexis Thomas, MA **(16)**
SEARCH

CONTAMINATION
Bill Spinner, PG **(20)**

ENGINEERING ANALYSIS / ROADWAY/SAFETY DESIGN
Andy Gregg, PE **(19)**
Shari Barnwell, PE **(27)**
Nick Provenzo, PE **(11)**
Jordan Walker, PE, ENV SP **(13)**

DRAINAGE/STORMWATER DESIGN
Deborah Knighton, PE **(28)**
Barry Switzer, PE **(35)**

TRAFFIC ANALYSIS/ ENGINEERING; SIGNALS
Andrew Stastny, PE, PTOE, RSP21 **(17)**
Basit Ali, PE **(6)**
Mason Hoke, EI **(3)**

TRAFFIC DATA COLLECTION
Nancy Adams, PE **(34)**
Adams

STRUCTURES
Joseph Roberts, PE **(14)**
Nolan Villatoro, PE, FRSE **(10)**

PUBLIC INVOLVEMENT
Shaleese Pitterson **(8)**
Valerie Ciudad-Real **(33)**
Catherine Winter, PE **(22)**
Valerin

R/W ACQUISITION
D. Wade Brown, SR/WA **(32)**
Steve Cross **(36)**
AAG

SURVEYING/MAPPING/SUE
Craig Bouffard, PLS **(41)**
Jason Hill, PSM **(36)**
SAM

UTILITY COORDINATION
Cindy Rullan, PMP **(25)**
Alfka

GEOTECHNICAL
Kevin H. Scott, PE **(23)**
Marc Novak, Ph.D., PE **(20)**
Tierra

SUBCONSULTANTS:

Adams Traffic, Inc. (Adams) | DBE/SBE/WBE
AlfKa, LLC (AlfKa) | DBE/SBE
American Acquisition Group, LLC (AAG) | SBE
Surveying and Mapping LLC (SAM)
Southeastern Archaeological Research, LLC (SEARCH)
Tierra, Inc. (Tierra)
The Valerin Group (Valerin) | DBE/SBE/WBE



Our project manager, **Alejandro Mendez, PE,** will oversee personnel assignments, scheduling, and budgeting. He brings knowledge in project management, concept development, roadway design and technical report preparation. Alejandro has over 18 years of combined experience in PD&E studies, roadway and highway design, and maintenance of traffic for the various phases of highway construction and site development. He will also leverage his considerable experience with local, state, and federal PD&E studies for multiple Florida Department of Transportation (FDOT) Districts and local municipalities. Alejandro has outstanding IT literacy with a strong ability to use various software packages relevant to the industry. He also has in-depth knowledge of codes of practice, design criteria, and standards of some governmental agencies such as the American Association of State Highway and Transportation Officials (AASHTO) Code and the FDOT Florida Design Manual (FDM). He will ensure each task has a qualified technical lead for day-to-day management by considering factors such as:

- **Technical Expertise.** Our Tampa-based team, supported by our Florida offices and national network, possesses the breadth and depth of knowledge and skills to handle any project aspect.
- **Resource Assignment.** Our project organization chart highlights the key personnel available for task assignments. If critical schedules demand it, we can seamlessly incorporate qualified individuals from our other offices.
- **Local Emphasis.** We prioritize the use of local expertise, with core team members based in the greater local Tampa Bay area, enabling quick responses to project tasks and enhancing overall efficiency.

All project assignments associated with this contract will be divided into understandable and manageable tasks. Each task item will include:

- Well-defined scope and clearly defined deliverables
- Start and finish dates with milestones to check progress
- Required staff and expected level of effort (staff hours)

Our project manager and task leads will conduct weekly project status and coordination meetings with internal and external team members. During these meetings, representatives will provide updates on completion status and identify areas requiring additional effort to ensure compliance with project schedules.

Acknowledging the critical role of effective communication, we prioritize clear and frequent communication among our team members and partners in the County. This emphasis is vital for the success of our clients and projects.

Kimley-Horn provides Pasco County with exceptional client service. Our focus extends beyond short-term results—we are committed to building a long-term relationship founded on trust, respect, and teamwork, aiming to assist the County in meeting the needs of your growing community. Beyond the services and expertise outlined in this proposal, we do not anticipate any unique issues or specific items of focus within the project scope.



SARAH JOHNSON, CE | DEPUTY PROJECT MANAGER PD&E

Sarah has more than more than 23 years of experience in managing and conducting public- and private-sector projects, biological assessments, wetland delineations, species surveys, mitigation, NEPA studies and documentation, geographic information system (GIS), photointerpretation, and related studies. Sarah has managed projects with entities such as private development, Southwest Florida Water Management District (SWFWMD), South Florida Water Management District (SFWMD), Hillsborough County Environmental Protection Commission (HCEPC), Florida's Turnpike Enterprise (FTE), Florida Department of Transportation (FDOT) Districts One, Seven, and Five, as well as numerous counties throughout central and south Florida. Sarah is proficient in local, state, and federal permitting requirements throughout Florida and the mitigation requirements for protected species and wetland impacts. Throughout her career, she has conducted protected species surveys for the Florida panther, crested caracara, Florida scrub-jay, red-cockaded woodpecker, snail kite, wood stork, Florid bonneted bat, tricolored bat, sand skink, West Indian manatee, Big Cypress fox squirrel, gopher tortoise, bald eagle, Florida sandhill crane, wading and shorebirds, southeastern American kestrel, and Florida burrowing owls.



ANDY GREGG, PE, RSP1, I DEPUTY PROJECT MANAGER DESIGN

Andy Gregg has 19 years of experience as an engineer and project manager providing for projects involving urban/suburban roadways, related to storm drain systems, and stormwater management facilities. His transportation knowledge, as a project manager, project engineer and design engineer, includes the design of roadway improvement projects for the Florida Department of Transportation (FDOT), Districts Two and Seven, and Hillsborough, Pasco, Polk, and Lee counties. These projects' scopes have included urban and suburban multi-lane designs, widening and resurfacing, and intersection improvement projects. His responsibilities in these ventures have included establishing horizontal and vertical geometry, storm drain system design, stormwater management facility design, environmental permitting, plans production coordination, and plan reviews.



GARY NADEAU, PE, I PRINCIPAL-IN-CHARGE

Gary has 34 years of experience providing roadway/drainage design, management, and construction oversight services for various transportation improvements ranging from resurfacing to major roadway reconstruction projects. During his career, he has designed over 300 miles of infrastructure improvement projects and brings a hands-on project management and design approach to every project assignment. Gary's areas of expertise include freeway and expressway detailed design, design supervision, bridge and highway design, highway and street drainage design, traffic control design, right-of-way assessment, construction observation, and project management. He specializes in resurfacing and rehabilitation projects and has a strong expertise in pavement rehabilitation strategies and design approaches. Gary is in the Tampa office, dedicated to developing partnerships with local government clients in the region.



LISA STONE, PE I QUALITY CONTROL MANAGER

Lisa has 29 years of experience including public involvement, utility coordination, transportation, PD&E, roadway design, plan preparation, maintenance of traffic, pavement design, roadway lighting design, signing and pavement marking, permitting, long range estimates, specifications, and post-design services. Lisa has served as public involvement task leader for several PD&E's/studies including the Turnpike Mainline Widening from Lake Worth to Jupiter PD&E Study and Design project for Palm Beach County; Archer Road PD&E Study for the City of Gainesville; Mainline Widening PD&E Study/Design and Osceola Parkway Extension PD&E Study. Her technical expertise is in highway and drainage projects, stormwater management plans and drainage studies, stormwater permitting, signing and pavement marking plans, utility coordination and design, and hydrology/hydraulic design and analysis. Lisa has managed projects for FDOT Districts Two, Three, Four and the Turnpike. She is also experienced in field inspections and quality control.



MICHAEL GARAU, PE I PD&E DOCUMENTATION/NEPA SUPPORT

Michael is a civil engineer with 23 years of experience on transportation projects. His primary practice area is on Project Development & Environment (PD&E) projects across Florida. He has served as project manager on various PD&E projects and prepared numerous engineering and environmental documents, including NEPA in accordance with state, federal, and DOT PD&E guidelines. Michael has experience implementing large-scale public involvement programs and managing public relations on controversial projects. He has also authored several technical documents and presented them before a variety of audiences, including agency staff and government bodies.



CRIS SCHOOLEY, PE, AICP I PD&E DOCUMENTATION/NEPA SUPPORT

Cris has 16 years of experience as a professional engineer and planner, bringing the knowledge of transportation planning, a vision, and engineering consulting for several completed projects. He has specialized training in the FDOT PD&E Manual, Advanced Work Zone Traffic Control, and FDOT specifications. Cris has managed PD&E projects for FDOT District One, Manatee County, Osceola County, and Orange County. Cris leverages his multidisciplinary background to develop innovative yet practical concepts that meet the project's purpose and need. His real strength is communicating trade-offs to stakeholders and decision makers to deliver a successful project.



TORI BACHELER, PWS I NATURAL RESOURCES/SOCIOCULTURAL

Tori has 13 years of experience working with state and federal agencies conducting endangered species surveys, delineating wetlands, designing wetland mitigation and restoration areas providing environmental documents compliant with the NEPA process, and permitting projects throughout Florida. She is also a Florida Fish and Wildlife Conservation Commission (FWC) certified gopher tortoise agent for surveying and backhoe excavation supervision. Her expertise includes conducting environmental assessments to determine potential listed species habitat and wetland habitat types to determine permitting implications. She also is an expert in permitting linear infrastructure including utility lines (aerial and underground) and roadways.



SHALEESE PITTERSON | PUBLIC INVOLVEMENT

Shaleese is a transportation planner with 7 years of experience performing public engagement services for the Florida Department of Transportation (FDOT) and municipal clients. She has led the efforts associated with preparing and executing virtual meetings and several virtual design workshops. Her experience includes managing and directing the project team, including subconsultant partners, to effectively plan public workshops and stakeholder meetings.



JEFF HEMPHILL, CNRP | NATURAL RESOURCES/SOCIOCULTURAL

Jeff has seven years of experience working in environmental regulatory compliance. As a wildlife biologist, he has conducted numerous wildlife surveys, habitat analyses, threatened and endangered species evaluations, and served as the environmental monitor for multiple projects. He has experience performing natural resource assessments, Section 404 jurisdictional determinations, 62-340, F.A.C. Wetlands and Surface Water Delineations, regulatory agency permit applications with water management districts and the U.S. Army Corps of Engineers and developing environmental documentation through the NEPA process. Jeff also has experience in geographic information systems including data collection, geographic analysis, information conversion, and cartographic display. He is proficient in the use of Environmental Systems Research Institute (ESRI) GIS applications and extensions.



TAD HARDY, PE | NOISE ANALYSIS

Tad is a transportation engineer specializing in the analysis and modeling of noise and noise mitigation measures. He has been involved in the study of a variety of private development projects ranging from residential communities to industrial complexes and renewable energy projects. Tad also helps review and implement various noise abatement measures, when applicable, for many projects and understands the need to balance the function and budget for many types of abatement recommendations. He has also successfully completed the National Highway Institute Highway Traffic Noise and FHWA TNM 2.5 courses and has provided noise data collection and analysis services for hundreds of projects across the Nation. He is proficient in the use of GIS and noise modeling software, including ArcMap, TNM 2.5, and SoundPLAN.



JEFFREY SHANKS | CULTURAL RESOURCES

Jeffrey has been a professional archaeologist for over two decades, working in Italy, Greece, Ukraine, the Caribbean, and the southeastern United States. His expertise lies in archaeological survey and site investigation, cultural resources monitoring and mitigation, and historic preservation. Jeffrey helps federal agencies, state and local governments, and private sector clients meet compliance requirements for NEPA, NAGPRA, ARPA, and Sections 106 and 110 of the NHPA. For seven years, Jeff worked primarily as a project manager, supervisor, and principal investigator for the Southeast Regions Archaeological Assistance Program AAP. In this role, he developed and facilitated many formal partnerships with federal agencies, state and local governments, and non-profits to provide technical assistance for cultural resources and historic preservation. During this time, Jeffrey was honored with multiple national and regional awards, including the NPS 2023 John L. Cotter Award and the USFS Chiefs Award. Jeffrey has also been published in more than 20 research papers, reports, and print publications.



CHRIS HUNT, PHD, RPA | CULTURAL RESOURCES

Chris has over ten years of experience as a professional archaeologist with proficiency in professional archaeological principles, methods, materials, and practices. He is adept at federal, state, and local laws, regulations and ordinances pertaining to archaeological resources and historic preservation, including Sections 106 and 110 of the NHPA, NEPA, ARPA, and NAGPRA. Chris has provided federal and state historic preservation consultation and spent more than three years at the Florida Division of Historical Resources as a regulatory archaeologist in the Compliance and Review section as the reviewer of record on state and federal permit actions; including NEPA, ESA, FAA and FDOT projects. Chris has coordinated with government agency representatives, cultural resource project managers, tribal agencies, and stakeholders to resolve outstanding issues and mitigate adverse impacts to cultural resources while maintaining compliance with federal, state, and local laws.



BILL SPINNER, PG | CONTAMINATION

Bill has 20 years of experience with conducting and managing assessment and remediation projects involving brownfield sites, hazardous waste, industrial waste, petroleum contamination, and regulatory reporting. He is experienced with environmental compliance, RCRA, CERCLA, and state hazardous waste and petroleum

cleanup programs. He has conducted several Phase I and II environmental site assessments on commercial and industrial facilities. For force main projects for Manatee County, Bill completed preliminary reviews of environmentally impacted properties during the due diligence phase of pipeline installation activities and used this information to focus the pipeline route without affecting environmentally impacted sites along the route. Additionally, Bill provided contamination support for FDOT District Five for NEPA related projects.



SHARI BARNWELL, PE | ENGINEERING ANALYSIS/ROADWAY/SAFETY DESIGN

Shari has 27 years of experience in the civil engineering field, including five years with the Florida Department of Transportation (FDOT), District Seven in Project Management. Her experience includes roadway reconstruction and roadway widening capacity improvement projects, roadway milling and resurfacing projects and enhancement projects including multiple trail design projects. She has also managed many District-wide contacts and is experienced in handling public involvement activities, access management and addressing public concerns.



JORDAN WALKER, PE |ENGINEERING ANALYSIS/UTILITIES & WATER

Jordan is a water resources engineer with 13 years of experience. Jordan's technical experience includes design, permitting, and construction of water and wastewater collection, transmission, treatment, and disposal systems. Jordan is knowledgeable with permitting through all agencies, including FDEP, SWFWMD, FDOT, and ACOE and provides construction phase services, including contractor solicitation, bid analyses, management recommendations, site construction management, and quality control. In addition to design and construction projects, Jordan has planning experience including Capacity, Management, Operations and Maintenance (CMOM) development, hydraulic modeling, water and wastewater master planning, inflow and infiltration studies, and asset management program development. Jordan is proficient in Revit, AutoCAD Civil 3D, ArcGIS (ArcInfo), WaterCAD, SewerCAD, WaterGEMS, SewerGEMS, InfoWater, InfoWorks ICM, MODFLOW, ICPR, HEC-RAS, HEC-HMS, BioWin, Visual Basic, and Microsoft Office.



NICK PROVENZO, PE | ENGINEERING ANALYSIS/ROADWAY/SAFETY DESIGN

Nick has more than a decade of experience serving municipal and private clients providing transportation design services. His experience includes safety studies, lighting design, ITS, signing and pavement marking, roadway design, and construction phase services for similar projects. His design experience includes signals, signing & pavement markings, intersection design, pedestrian and shared use path design, and MOT plan development. This work includes collaborations with FDOT Districts One, Four, Six and Seven, and other major stakeholders and municipalities.



DEBRORAH KNIGHTON, PE | DRAINAGE/STORMWATER DESIGN

Deborah has 28 years of experience as a Civil Engineer specializing in drainage and stormwater management, primarily with consulting firms working on FDOT and municipal roadway projects. Design expertise includes stormwater modeling (ICPR, MODRET) stormsewer conveyance systems (GEOPAK Drainage), underground stormwater management systems, wet and dry retention and detention ponds, closed basin design, design high water analysis, cross drain analysis, bridge hydraulics (HEC-RAS), scour analysis (HEC-18), and floodplain analysis. Types of projects include roadway reconstruction, ramp improvements, interstate, new alignment expressway, intersection improvements, drainage improvements, erosion remediation, flood studies, pond siting studies, bridge hydraulics studies, sidewalks and trails, subdivision drainage, outfall ditches, bridge culverts, cross drain and side drain replacements, and drainage complaints. Deborah has extensive experience reviewing drainage plans and documentation for FDOT transportation projects and civil site plans as an extension of the FDOT staff.



BARRY SWITZER, PE | DRAINAGE/STORMWATER DESIGN

Barry has 35 years of experience in highway drainage design, stormwater management system design, environmental permitting, and hydraulic studies. He has served as a senior drainage engineer for a wide range of transportation-related projects across Florida for various clients including the Florida Department of Transportation (FDOT) Districts One, Two, Three, Four, and Five; Orange, Seminole, Lake, Osceola, and Volusia Counties; Central Florida Expressway Authority (CFX, formerly OOCEA), Cities of Orlando and Deltona; and the Florida Department of Environmental Protection (FDEP).



ANDREW STASTNY, PE, PTOE, RSP21 | TRAFFIC ANALYSIS/ENGINEERING; SIGNALS

Andrew has 17 years of transportation engineering design and project management experience. His design work includes traffic signal, lighting, signing, and pavement marking, maintenance-of-traffic, and ITS design assistance. His technical analysis and studies experience includes PD&Es, transportation planning studies,

traffic signal warrant studies, safety studies, corridor studies, roundabout analyses, traffic operations studies, circulation studies, roadway studies, traffic impact studies, traffic memorandums, traffic-calming studies, cut-through traffic analyses, and neighborhood traffic studies. Andrew has obtained a broad range of experience in design work, studies, project management, and technical writing. His design work includes traffic signal, lighting, signing and pavement markings, maintenance-of-traffic design, and assistance with ITS design.



BASIT ALI, PE | TRAFFIC ANALYSIS/ENGINEERING; SIGNALS

Basit has over six years of experience assisting traffic operations, intersection, and roadway corridor analysis projects, with an emphasis on safety. His design work includes traffic signals, intersection and corridor analysis and ITS design assistance. He is proficient with a number of software programs for transportation projects including MicroStation, SYNCHRO, SIDRA, and HCS\Working.



MASON HOKE, EI | TRAFFIC ANALYSIS/ENGINEERING; SIGNALS

Mason is a Design Analyst with three years of experience for traffic and transportation projects and roadway improvement projects within the Tampa Bay area. Mason also has experience with rural roadways, and urban environments. His experience includes feasibility studies, preliminary engineering reports and construction phase services.



JOSEPH ROBERTS, PE | STRUCTURES

Joseph has 14 years of experience in structural engineering with a focus on the design and analysis of superstructures and substructures of a wide range of bridge types. Superstructure design experience includes post-tensioned concrete U-beams, variable haunch prestressed concrete beams, steel plate girders, Florida-I beams, AASHTO beams, and cast-in-place flat slabs. Substructure design experience includes post-tensioned inverted-T straddle bent piers, conventional reinforced concrete piers, pile bents, and piers subject to ship impact. Other specialties include the design of mast arms, cantilever signs, drilled shafts, box culverts, sheet pile and MSE wall design, bridge load ratings, and shop drawing reviews.



NOLAN VILLATORO, PE, FRSE | STRUCTURES

Nolan has ten years of experience as a structural engineer with experience in analysis and design of superstructures and substructures in a wide variety of bridge types. His additional experience includes box culvert design and extension, MSE wall design, C-I-P cantilever retaining wall, mast arm design, strain pole design, and load rating bridges. He is experienced in several forms of technical software including Leap Openbridge, Leap Concrete, Leap Steel, Microstation, Risa-3D, STADD, and Revit. Nolan is an active member of American Society of Engineers (ASCE) and Society of Hispanic Professional Engineers (SHPE). Nolan is a Florida Board Recognized Structural Engineer (FRSE), as of October 25, 2024.

Subconsultants

Kimley-Horn's emphasis on dynamic teamwork and quality performance serves as the foundation from which we select our subconsultant partners. We work diligently to pursue firms who are respected and accomplished in their respective fields and demonstrate enthusiasm to be a part of our team and serve their local community. We pursue subconsultants we have worked with in the past and have proven their ability to perform up to the standards we expect. Kimley-Horn believes we have a responsibility to provide the best possible client service to you as your consultant and we expect the same level of commitment from each of our subconsultants.

Kimley-Horn is not a minority business enterprise however, our firm is committed to providing opportunities for Minority, Women, and Disabled Veteran Business Enterprises (M/W/DBE) firms and through corporate policies and philosophy, the firm actively seeks to encourage and promote the use of these firms. Kimley-Horn has a recognized record of accomplishment of meeting or exceeding our clients' stated minority business participation goals where stated and strives to engage minority businesses in each of our assignments.

Kimley-Horn understands there is no specific DBE contract goal which may be applied to this project. Much like the County, Kimley-Horn is committed to supporting the identification and use of DBEs and other small businesses.

In 2024, total payments made to disadvantaged firms were **18.72%** of all project fees. In 2023, Kimley-Horn received a DBE utilization grade of **A+** with a **19.48% DBE utilization on 46 projects.**

THE VALERIN GROUP, INC. | PUBLIC INVOLVEMENT

Create • Communicate • Connect

The Valerin Group, Inc. (Valerin) is a woman-owned, full-service strategic communications firm that specializes in providing public involvement, community outreach, marketing, event planning and facilitation, graphic and website design, visualizations, multimedia, drone, and bilingual services. Valerin's approach to working with the project team and Pasco County is quite simply to act as a trusted partner that understands the overall communication goals and objectives of this project and will effectively support the communications and public involvement needs for the organization's general planning services. Valerin has a full complement of technical and communications tools, a deep bench of local resources and the ability to manage and deliver a complete range of communications, marketing, public engagement and creative tasks and services. Valerin excels in communication materials that educate, promote, and inform using appropriate graphics, messaging, and understandable presentations. **The Valerin Group Inc. is a certified Women Business Enterprise (DBE/SBE/WBE).**

ADAMS TRAFFIC, INC. | TRAFFIC DATA COLLECTION

Adams Traffic, Inc.
Traffic Data Collection Services

Adams Traffic has provided traffic data collection services in Florida for over 22 years. AT serves as the traffic data collection subconsultant on numerous local, municipal and FDOT districtwide contracts including traffic and safety studies, statistics annual counts, signal retiming, and PD&E studies. Data is collected by experienced staff utilizing high quality equipment including 65 machine traffic counters, 30 video camera systems, and 30 turning movement count boards. AT staff are both knowledgeable of data collection standards and committed to accurate traffic counts on schedule. **Adams Traffic is a certified DBE/SBE with FDOT and a certified WBE & SBE with Hillsborough County and the City of Tampa.** Recent work for Pasco County includes:

- Overpass Road from Boyette Rd to US 301
- Tower Road Route Study & Pond Siting Analysis Report
- Grand Boulevard/CR 595 Bridge over Pithlachascotee River under Continuing Miscellaneous Professional Engineering Services contract

ALFKA, LLC | UTILITY COORDINATION

AlfKa

AlfKa specializes in comprehensive utility coordination services, with a proven record of accomplishment supporting transportation and infrastructure projects across Pasco County and beyond. Our team is experienced in engaging Utility Agency Owners (UAOs), developing Utility Contact and Conflict Matrices, and facilitating timely coordination throughout all project phases. We emphasize early utility identification, proactive communication, and thorough quality control to minimize conflicts and ensure smooth integration with construction schedules. AlfKa's approach prioritizes collaboration, clear documentation, and responsiveness to evolving project needs, resulting in streamlined utility coordination that supports successful project delivery. **AlfKa, LLC is certified DBE/MBE in the state of Florida.**

AMERICAN ACQUISITION GROUP, LLC (AAG)| ROW ACQUISITION SERVICES

AAG
A CLS COMPANY

Established in 1993, AAG is a full-service right of way firm providing acquisition, relocation and appraisal services for numerous public, semi-public and private sector clients throughout the southeastern U.S. for transportation, pipeline, and utility right of way projects. Our services include program management, PD&E cost estimating, title, eminent domain appraisal, appraisal review, acquisition negotiations, relocation assistance, business damage evaluation and negotiation, eminent domain suit preparation and suit styling, property management (including surplus property disposition), and expert witness testimony, all in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). AAG is responsible for over 7,500 acquisitions and relocations valued at more than $500 million since it was established and a member in good standing with the International Right of Way Association and the Right of Way Consultants Council. Similar projects in Pasco County include:

- Sheik Island Appraisal Review
- Curry Property Appraisal Review
- Cadrecha Property Appraisal Review
- Sanctuary Farms Property Appraisal Review
- Wood Property Appraisal Review
- Crawford Property Appraisal Review
- Blackwell Appraisal Reviews
- Stagecoach Ranch Appraisal Reviews

SAM SURVEYING AND MAPPING, LLC (SAM) | ROLE

SAM offers a complete suite of Managed Geospatial services emphasizing Transportation and Municipal related Surveying services, providing a reliable foundation for transportation projects across Florida. Our land surveying capabilities are supported by the most advanced technology in the industry, including high-density terrestrial static, terrestrial mobile, and airborne lidar solutions that collect detailed data and high-quality imagery. SAM is a subconsultant providing Surveying, Mapping, and SUE Services to multiple engineering firms that have contracts with Pasco County.

SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, LLC (SEARCH) | CULTURAL RESOURCES & GEOPHYSICAL SERVICES

Southeastern Archaeological Research, LLC (SEARCH) is a Delaware limited liability company founded on the principles of sound research and quality service. SEARCH, a CLS company, has continuously expanded its personnel, services, and geographic reach and is now part of one of the largest independent providers of land and infrastructure consulting services in the United States. SEARCH's staff are cultural resource industry leaders, pioneers, and subject matter experts across 45 Market, Regional, and Research Sectors. Since 1993, SEARCH has completed more than 5,000 commercial and government projects in 48 US states, 6 US territories, and 39 countries spanning 7 continents and 4 oceans. By integrating science, technology, and creativity, SEARCH harnesses the power of the past to advance the projects, places, and people it serves. Recent work in Pasco County includes:

- **Phase I Cultural Resource Assessment Survey** in Support of the Eglin AFB Gulf Range Enhancement (GRE) Project at Four sites in the Gulf of Mexico, Franklin, Monroe, Pasco, and Sarasota Counties
- **Cultural Resource Assessment Survey Update** for US 41 (SR 45) from Connerton Boulevard to South of SR 52 Stormwater Management facilities
- **Phase II Archaeological Testing of Site 8PA02993** for the Overpass Road and I-75 Interchange Re-Evaluation

TIERRA, INC. (TIERRA) | GEOTECHNICAL SERVICES

Tierra, Inc. (Tierra) began operations in Florida in May 1992 and has offices in Tampa, Winter Garden, and Pensacola, Florida. Our staff of 200 professionals includes principal engineers and technicians with experience ranging from entry level to over 30 years providing geotechnical engineering, contamination assessments and field and laboratory construction materials testing and inspection services. Tierra personnel have significant geotechnical experience in the project vicinity and have been involved in numerous projects throughout Pasco County. Tierra is currently providing geotechnical services for the following important Pasco County roadway projects:

- Overpass Road from East of Boyette Road to US 301 (CIP No. 10091.1)
- Ridge Road Extension Phase 2B (CIP No. C6687.04)
- Overpass Road/I-75 Interchange (FDOT District 7)
- Old Pasco Road from N/ of Deedra to N. of Overpass Road (CIP No. 21016)

Corporate Organization

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc. which is wholly owned by APHC, Inc. APHC Inc. is owned by individuals that are Kimley-Horn employees. Kimley-Horn has a unique philosophy on corporate ownership, as our project managers and other team members own the company. Our company is a privately held, employee-owned corporation with ownership shared among employees. Our employee-owners are the company's sole stockholders and the professionals who directly serve our clients. The firm's operations are not influenced by non-employee owners whose interests may conflict with client service. Since ownership is spread among key professionals, and no single individual or small group owns a controlling interest in the firm, the company is positioned for long-term stability.

Kimley-Horn is divided into 10 geographic regions. Each region is managed by a team of representatives from production, marketing, administration, and practice building. Setting overall direction and policy is the firmwide management committee—also composed of representatives from production, marketing, administration, and practice building—which assists the regional teams, as needed. The primary responsibility of the regional teams and management committee is to provide support to our project managers, who are responsible for every facet of a project from beginning to end—contracting, planning, scheduling, quality control, and client contact and service.

Our corporate structure at Kimley-Horn is such that our offices do not "compete" with one another for work or resources—meaning our firm's national expertise is accessible to our local team to serve you in the highest capacity. **For Pasco County, this translates to precise and cost-effective coordination, deep resources, and the best possible team.**

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
COLLIER PARKWAY EXTENSION (PARKWAY BOULEVARD TO SR52) ROUTE STUDY

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
March 14, 2025	**RSQ-KM-25-020**

B. ARCHITECT - ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Alejando Mendez, PE, Project Manager

5. NAME OF FIRM
Kimley-Horn and Associates, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
813.563.9446		alejandro.mendez@kimley-horn.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V	(Check) SUBC	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			**Kimley-Horn and Associates, Inc.** [X] CHECK IF BRANCH OFFICE	201 North Franklin Street Suite 1400 Tampa, FL 33602	Project Management, Contract Manager, Roadway/Safety Design, Environmental Documents, Natural Resources, Cultural Resources,Traffic Analysis, Signalization, Drainage/Stormwater Design, Permitting
b.	X			**Kimley-Horn and Associates, Inc.** [X] CHECK IF BRANCH OFFICE	200 South Orange Avenue Suite 600 Orlando, FL 32801	Structures, Drainage/Stormwater Design
c.	X			**Kimley-Horn and Associates, Inc.** [X] CHECK IF BRANCH OFFICE	1920 Wekiva Way Suite 200 West Palm Beach, FL 33411-2410	Quality Control, Public Involvement
d.	X			Kimley-Horn and Associates, Inc. [X] CHECK IF BRANCH OFFICE	11601 Kew Gardens Avenue Suite 200 Palm Beach Gardens, FL 33410	Natural Resources, Environmental Documentation
e.	X			**Kimley-Horn and Associates, Inc.** [X] CHECK IF BRANCH OFFICE	2619 Centennial Boulevard Suite 200 Tallahassee, FL 32308	Cultural Resources
f.	X			**Kimley-Horn and Associates, Inc.** [X] CHECK IF BRANCH OFFICE	200 South Tryon Street Suite 200 Charlotte, NC 28202	Noise Analysis
g.	X			**Kimley-Horn and Associates, Inc.** [X] CHECK IF BRANCH OFFICE	200 Central Avenue Suite 600 St. Petersburg FL 33701	Engineering; Utilities

h.			X	**Adams Traffic, Inc.** (SBE/WBE, DBE, SBE FDOT) [ ] CHECK IF BRANCH OFFICE	PO Box 997 Plant City, FL 33564	Traffic Data Collection
i.			X	**AlfKa, LLC** (MBE, DBE FL/FDOT) [ ] CHECK IF BRANCH OFFICE	400 North Tampa Street Suite 1440 Tampa, FL 33602	Utility Coordination
j.			X	**American Acquisition Group, LLC** [ ] CHECK IF BRANCH OFFICE	711 N Sherrill Street Suite B Tampa, FL 33609	R/W Acquisition
k.			X	**Survey and Mapping Inc. (SAM)** [ ] CHECK IF BRANCH OFFICE	108 W. Country Club Drive Tampa, FL 33612	Survey & Mapping
l.			X	**Southeastern Archaeological Research, LLC (SEARCH)** [ ] CHECK IF BRANCH OFFICE	3117 Edgewater Drive, Orlando, Florida 32804	Cultural Resources, Geophysical Survey
m.			X	**Tierra, Inc. (Tierra)** [ ] CHECK IF BRANCH OFFICE	7351 Temple Terrace Highway Tampa, FL 33637	Geotechnical Services, Testing & Inspection
n.			X	**The Valerin Group** (WBE, DBE FL/FDOT) [ ] CHECK IF BRANCH OFFICE	3903 Northdale Boulevard Suite 100E Tampa, FL 33624	Public Involvement, Communications

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

[X] *(ATTACHED)*

PASCO COUNTY



PRINCIPAL-IN-CHARGE
Gary Nadeau, PE **(34)**



PROJECT MANAGER
Alejandro Mendez, PE **(18)**



QUALITY CONTROL MANAGER
Lisa Stone, PE **(29)**



DEPUTY PROJECT MANAGERS

PD&E
Sarah Johnson, CE **(23)**

DESIGN
Andy Gregg, PE, RSP1 **(19)**



PD&E DOCUMENTATION/ NEPA SUPPORT
Michael Garau, PE **(23)**
Cris Schooley, PE, AICP **(16)**

NATURAL RESOURCES/SOCIOCULTURAL
Sarah Johnson, CE **(23)**
Tori Bacheler, PWS **(13)**
Jeff Hemphill, CNRP **(7)**

NOISE ANALYSIS
Tad Hardy, PE **(12)**

CULTURAL RESOURCES
Chris Hunt, PhD **(10)**
Jeff Shanks **(20)**
Steven L. RabbySmith, MA, RPA **(30)**
Alexis Thomas, MA **(16)**
SEARCH

CONTAMINATION
Bill Spinner, PG **(20)**

ENGINEERING ANALYSIS / ROADWAY/SAFETY DESIGN
Andy Gregg, PE **(19)**
Shari Barnwell, PE **(27)**
Nick Provenzo, PE **(11)**
Jordan Walker, PE, ENV SP **(13)**

DRAINAGE/STORMWATER DESIGN
Deborah Knighton, PE **(28)**
Barry Switzer, PE **(35)**

TRAFFIC ANALYSIS/ ENGINEERING; SIGNALS
Andrew Stastny, PE, PTOE, RSP21 **(17)**
Basit Ali, PE **(6)**
Mason Hoke, EI **(3)**

TRAFFIC DATA COLLECTION
Nancy Adams, PE **(34)**
Adams

STRUCTURES
Joseph Roberts, PE **(14)**
Nolan Villatoro, PE, FRSE **(10)**

PUBLIC INVOLVEMENT
Shaleese Pitterson **(8)**
Valerie Ciudad-Real **(33)**
Catherine Winter, PE **(22)**
Valerin

R/W ACQUISITION
D. Wade Brown, SR/WA **(32)**
Steve Cross **(36)**
AAG

SURVEYING/MAPPING/SUE
Craig Bouffard, PLS **(41)**
Jason Hill, PSM **(36)**
SAM

UTILITY COORDINATION
Cindy Rullan, PMP **(25)**
Alfka

GEOTECHNICAL
Kevin H. Scott, PE **(23)**
Marc Novak, Ph.D., PE **(20)**
Tierra

SUBCONSULTANTS:

Adams Traffic, Inc. (Adams) | DBE/SBE/WBE
AlfKa, LLC (AlfKa) | DBE/SBE
American Acquisition Group, LLC (AAG) | SBE
Surveying and Mapping LLC (SAM)
Southeastern Archaeological Research, LLC (SEARCH)
Tierra, Inc. (Tierra)
The Valerin Group (Valerin) | DBE/SBE/WBE

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Alejandro Mendez, PE	Project Manager	a. TOTAL 18	b. WITH CURRENT FIRM 2

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. - Tampa

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Engineering Management; BS, Civil Engineering, University of South Florida, AS, Engineering, Saint Petersburg College	Professional Engineer in FL #77055

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Organizations: American Society of Civil Engineers **Certifications:** Advanced Maintenance of Traffic, FHWA Traffic Noise Model 2.5/Traffic Noise Fundamentals; **Areas of Specialization:** PD&E Studies, Engineering Analysis and Documentation, Conceptual Plans, Roadway Design, Site Development, Horizontal/Vertical Design, Project Management/Coordination, Plans Review

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **PD&E Widen Suncoast Pkwy (SR589) - S of Van Dyke Rd To SR52 (MP13-29), Wesley Chapel, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Project engineer for this PD&E study to evaluate alternatives for the widening of the Suncoast Parkway from south of Van Dyke Road to north of SR 52, approximately 16 miles. Improvements to the existing interchanges within project limits have been evaluated with alternatives for new interchange access locations. Suncoast Parkway is currently a four-lane (two lanes in each direction) limited access facility, and the study evaluates alternatives of three general toll lanes in each direction for the project limits. Project cost:$3M

b.

(1) TITLE AND LOCATION *(City and State)*: **Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*: Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Project engineer for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

c.

(1) TITLE AND LOCATION *(City and State)*: **FDOT District Three US 90 Trail PD&E, Tallahassee, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Project engineer providing a PD&E Study for SR 10 (US 90) in Leon County, to consider a planned multi-use trail as discussed in the previously conducted Feasibility Study by the CRTPA. The trail limits of the project are SR 10 US 90) from Pedrick Road to the Jefferson County Line and will be adjusted as needed. This project will be conducted in three phases. This project will assess and analyze the impact on the social, economic, cultural, natural, and physical environment, of the corridor to devise alternatives for a location and design concept in accordance with FDOT policy, procedures, standards, and requirements. Project cost: $1.2M

d.

(1) TITLE AND LOCATION *(City and State)*: **River Road Widening E. River Road to US41 (Phase 1&2), West Villages Improvement District, Sarasota**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Project engineer for the task assignment on the West Villages Master Agreement. Phase 1 services including the engineering and design to widen River Road from a 2-lane rural roadway to a divided 4-lane sub-urban roadway from Winchester Blvd to US 41 for a distance of 4.1 miles. The roadway will transition traffic to a new intersection to accommodate access required for a new school. Phase II will then transition into a portion of the same roadway. Environmental documentation is required to satisfy a HUD grant and a 404 permit with anticipated submittal to USACOE. Project cost: $4.8M

e.

(1) TITLE AND LOCATION *(City and State)*: **Winchester Boulevard Widening, West Villages Improvement District, Venice, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Project engineer for the civil engineering and landscape architectural services for the roadway improvements needed for the hurricane evacuation route providing access for Sarasota, Charlotte, and Lee Counties. The widening includes design, permitting and construction documents for the widening of Winchester Blvd. from a 2-lane rural roadway to a 4-lane suburban roadway for 3.25 miles along the Charlotte County line to prospect Avenue. The project includes 2 12 ft. southbound travel lanes, a 22ft. median, paved shoulder, multiuse path, and drainage features along the corridor. Project cost: $2.2M

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Sarah Johnson, CE	Deputy Project Manager PD&E	a. TOTAL 23	b. WITH CURRENT FIRM 6

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. - Tampa

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Zoology, University of Oklahoma, BA, Zoology, Ohio Wesleyan University	Certified Ecologist, Ecological Society of America (ESA); Gopher Tortoise Authorized Agent, the FWC, GTA-18-00041B; Approved Florida Manatee Observer, FWC Stormwater Management Inspector, FDEP #23835, Approved Crested Caracara Observer, USFW

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **PD&E and Engineering & Design Services for Nova Road (CR532) Widening from US 192 to Future Sunbridge Parkway, Osceola County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Environmental Scientist. Osceola County selected Kimley-Horn to provide engineering and design services for the PD&E study for Nova Road Widening. Project limits extend from US 192 to the future Sunbridge Parkway, with a total length of approximately 4.7 miles. Kimley-Horn will provide an alternatives evaluation for the construction of a four-lane divided roadway with multimodal accommodations, associated drainage improvements and storm water ponds, as well as upgrading the Intelligent Transportation Systems (ITS), modification/replacement of two bridges over the canal system, and street lighting. Kimley-Horn will perform the final design phase based on the preferred alignment selected in the study. Environmental tasks included wetland assessments, mitigation assessments, habitat assessments for protected species, Natural Resources Evaluation documentation, and agency coordination. Project cost: $870K

b.

(1) TITLE AND LOCATION *(City and State)*: **Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*: Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Environmental Scientist. Kimley-Horn was the prime consultant for the PD&E study and final design for widening of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301, approximately four miles, within unincorporated Manatee County. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. This project addresses the corridor's capacity and transportation demand while enhancing safety conditions to accommodating multimodal activity within the area. Environmental tasks included wetland assessments, mitigation assessments, habitat assessments for protected species, Natural Resources documentation, State Environmental Impact Report, coordination with FDOT, and agency coordination. Project cost: $13.6M

c.

(1) TITLE AND LOCATION *(City and State)*: **PD&E Widen Suncoast Pkwy (SR589) - S of Van Dyke Rd To SR52 (MP13-29), Wesley Chapel, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Environmental Scientist Kimley-Horn is conducting a PD&E study to evaluate alternatives for the widening of the Suncoast Parkway from south of Van Dyke Road to north of SR 52, approximately 16 miles. Improvements to the existing interchanges within project limits have been evaluated with alternatives for new interchange access locations. Suncoast Parkway is currently a four-lane (two lanes in each direction) limited access facility, and the study evaluates alternatives of three general toll lanes in each direction for the project limits. Project cost:$3M

d.

(1) TITLE AND LOCATION *(City and State)*: **Thompson Nursery Road PD&E, Widening and Extension, Polk County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-0ngoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Environmental Scientist. Kimley-Horn is providing roadway design and environmental services for Polk County's Thompson Nursery Road Extension. Our services include providing species survey for the crested caracara, Florida bonneted bat, and southeastern American kestrel. Following the surveys, Kimley-Horn will summarize the results in a report. Kimley-Horn was also responsible for setting wetland lines and submitting the permitting applications to the SWFWMD and FDEP. Environmental tasks included wetland delineations, wetland assessments, mitigation assessment, protected species surveys for the sand skink, crested caracara, Florida bonneted bat, and southeastern American kestrel, permit documentation, and agency coordination. Project cost: $6.2M (utilizing state funding for the PD&E phase)

e.

(1) TITLE AND LOCATION *(City and State)*: **Space Coast Trail PD&E Study, FDOT District Five**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Environmental scientist. for the PD&E study to incorporate more than 30 miles of trails on federal lands within the Merritt Island National Wildlife Refuge (MINWR) and Canaveral National Seashore (CANA). Study includes extensive coordination with the U.S. Fish and Wildlife Service (USFWS), National Park Service (NPS), and National Aeronautics and Space Administration (NASA). This PD&E study involves the preparation of an Environmental Assessment for USFWS and NPS signature in addition to a State Environmental Impact Report (SEIR) for District Five signature. Project cost: $2.5M

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Andrew Gregg, PE, RSP1	**Deputy Project Manager Design**	a. TOTAL: 19	b. WITH CURRENT FIRM: 1

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. - Tampa

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, Ohio State University	Professional Engineer in FL #72443, Road Safety Professional 1 #1533

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Areas of Specialization: PD&E Studies, urban and suburban multi-lane designs, widening and resurfacing, and intersection improvements, horizontal and vertical geometry, storm drain system design, stormwater management facility design

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Lena Road from North of 44th Avenue East to SR 64, Manatee County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — x Check if project performed with current firm

Project engineer for the coordination of the Lena Road improvements provides important connectivity to the surrounding area through SR64 and 44th Avenue East and improves traffic safety and patterns. The Lena Road improvements consist of an urban closed-drainage two-lane roadway with a center turn lane through the industrial area and a single lane roundabout to provide traffic calming along the corridor. Other key features of the corridor included increased multi-modal connectivity by way of adjacent sidewalk and multi-use paths and roadway lighting. The Lena Road improvements are primarily within an existing roadway corridor, and the additional missing segment connecting the northern segment to the 44th Avenue East roadway will provide a key link in the Lena Road corridor from SR-64, and SR-70, east of I-75. Project Cost: $3.6 million

b.

(1) TITLE AND LOCATION *(City and State)*: **Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*: Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — x Check if project performed with current firm

Project engineer for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

c.

(1) TITLE AND LOCATION *(City and State)*: **59 Street Widening from Cortez Rd to Manatee Avenue, Manatee County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — x Check if project performed with current firm

Project engineer for 2.7 Miles long project that includes widening of existing two undivided lanes and a center two way left turn lane with existing roadway ditch on both sides, intermittent sidewalk only on one side to two lanes in each direction with a center raised median, curb and gutter, a shared use path on the east side, a continuous sidewalk on the west side, proposed drainage, signalization and signing and pavement marking. The project also includes existing utilities relocations, right of way acquisition and public involvement. Project Cost: $5,913,441

d.

(1) TITLE AND LOCATION *(City and State)*: **SR 50 Bypass from Cobb Road to W of Buck Hope Road, FDOT District Seven**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — x Check if project performed with current firm

Deputy Project Manager (PM) and Drainage EOR. Responsibilities include assisting with roadway and pavement designs, and other tasks such as widening SR 50 from Cobb Road to west of Buck Hope Road in Hernando County from four to six lanes. This +/- 1.3-mile segment consists of one signalized intersection and one bridge box culvert. It is classified as an urban other principal arterial and a Strategic Intermodal System corridor. Work elements on this project will include milling and resurfacing the existing lanes, turn lane and rigid pavement reconstruction of the Cobb Road/SR 50 intersection, the inclusion of buffered bicycle lanes, sidewalk improvements on the north side of the roadway, and sidewalk or shared-use path along the south.

e.

(1) TITLE AND LOCATION *(City and State)*: **US 41 from S of Pendola Point/Madison Avenue to Denver Street, FDOT District Seven**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — x Check if project performed with current firm

Drainage EOR. Responsibilities include providing drainage design and analysis for the widening of US 41 from south of Pendola Point/Madison Avenue to Denver Street in Hillsborough County from four to six lanes. This +/- 0.8-mile segment includes two signalized intersections, the extension of one box culvert, and four cross drains. A pond siting analysis to provide appropriate stormwater capacity within a tidal area impaired by nutrient loadings. Floodplain compensation demonstrated through stormwater modeling for impacted roadside ditches and wetlands. Work elements; rigid pavement reconstruction of the roadway, widening and turn lane improvements, the inclusion of buffered bicycle lanes, and sidewalk improvements.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Gary Nadeau, PE	Principal-in-Charge	34	18

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. - Tampa

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Civil Engineering, California State University, Long Beach Bachelors, Civil Engineering, University of Hartford	Professional Engineer in FL #49629

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Organizations: American Society of Civil Engineers (ASCE), Florida Institute of Consulting Engineers, Florida Engineering Society, American Public Works Association (APWA); **Certifications:** FDOT-Certified Maintenance of Traffic (MOT) Professional; **Areas of Specialization:** PD&E Studies, Engineering Analysis and Documentation, Conceptual Plans, Roadway Design, Site Development, Horizontal/Vertical Design, Project Management/Coordination, Plans Review, Contract Review Quality Control

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Lead roadway engineer for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

b.

(1) TITLE AND LOCATION *(City and State)*
River Road Widening E. River Road to US41 (Phase 1&2), West Villages Improvement District, Sarasota

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Project manager for the West Villages Master Agreement, Kimley-Horn is providing Phase 1 services including the engineering and design to widen River Road from a 2-lane rural roadway to a divided 4-lane sub-urban roadway from Winchester Blvd to US 41 for a distance of 4.1 miles. The roadway will transition traffic to a new intersection to accommodate access required for a new school. Phase II will then transition into a portion of the same roadway. Environmental documentation is required to satisfy a HUD grant and a 404 permit with anticipated submittal to USACOE. Project cost: $4.8M

c.

(1) TITLE AND LOCATION *(City and State)*
Pasco Metropolitan Planning Organization (MPO) GPC General Planning Consultant, Pasco County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Engineer/Task Order Basis. The Pasco County MPO, in conjunction with FDOT selected Kimley-Horn to provide professional consultant services on general planning services which include but are not limited to updating the 2050 LRTP, planning, public outreach/participation, subarea/ corridor planning, and document production. Work is assigned on a task-order basis through written task orders approved by the County. Additional services provided by our team may include complete streets, bicycle and pedestrian planning, transit planning, safety planning, intelligent transportation systems, and GIS data and analysis. Project cost: $550K (to date)

d.

(1) TITLE AND LOCATION *(City and State)*
US 41 at Gulfstream Avenue Roundabout PD&E Study and Final Design, FDOT District One, Sarasota, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Project Manager. Kimley-Horn led the PD&E portion of this State-Wide Acceleration and Transformation (SWAT) project for the addition of a multi-lane roundabout. Designated as a SWAT project, the PD&E and design efforts overlap to reduce schedule and streamline efficiency. This project includes full reconstruction of the intersection to a roundabout configuration, pedestrian signals, lighting, landscape, and drainage improvements. This is the first partial 3-lane roundabout in the state and, due to its complexity, an emphasis has been placed on public involvement. Design improvements for this constrained urban intersection address multi-modal transportation, pedestrian connectivity/safety enhancements and balanced roundabout performance. Project Cost: $11.8M

e.

(1) TITLE AND LOCATION *(City and State)*
Drew Street (SR 590) Milling and Resurfacing, FDOT District Seven

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Project manager. Kimley-Horn designed the milling and resurfacing of Drew Street from Myrtle Avenue to Mariva Avenue in Pinellas County. The project involved milling and resurfacing 1.2 miles of Drew Street to extend and preserve the life of the pavement, upgrade pedestrian features including curb ramps, pedestrian features at signalized intersections, rehabilitation of the existing bridge to remove the substandard bridge rails and provide ADA-accessible sidewalk across the bridge. Project cost: $75K

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Lisa Stone, PE	**Quality Control Manager**	a. TOTAL 29	b. WITH CURRENT FIRM 27

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – West Palm Beach, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, University of Florida	Professional Engineer in FL #56806

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Training: FDOT ETDM Training, FDOT Cost Estimating System (CES) User's Seminar, FDOT Long Range Estimates (LRE) User's Seminar, FDOT Specifications Package Preparation Training, FDOT Advanced Traffic Control Training, FDOT Public Involvement Training, FDOT PD&E Manual Training, Florida Utility Coordinating Committee Utility Coordination Training **Areas of Specialization:** transportation, PD&E, public involvement, roadway design, plan preparation, utility coordination, maintenance of traffic, pavement design, roadway lighting design, signing and pavement marking, permitting, long range estimates, specifications, and post-design services

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Osceola Parkway Extension PD&E Study, Florida's Turnpike Enterprise	PROFESSIONAL SERVICES 2019	CONSTRUCTION *(If applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	Check if project performed with current firm	

Public involvement task leader and assistant project manager. Responsibilities included public involvement, long range estimates, and documentation. Assisted with production of the Preliminary Engineering Report. This proposed extension of Osceola Parkway begins west of Boggy Creek Road and runs east for approximately seven miles to the proposed Southport Connector. The study focused on developing a freeway facility that can be expanded in the future with provisions to accommodate a transit corridor and multiuse pedestrian facilities. The project included a connection to provide direct access to and from SR 417, with interchanges at both ends of the connector road—one at SR 417 and the other at Osceola Parkway. Multiple alternatives were being considered at these two interchanges. Project cost: $1.9M

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
PD&E Widen Suncoast Pkwy (SR589) - S of Van Dyke Rd To SR52 (MP13-29), Wesley Chapel, FL	PROFESSIONAL SERVICES 2023-ongoing	CONSTRUCTION *(If applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	Check if project performed with current firm	

Kimley-Horn is conducting a PD&E study to evaluate alternatives for the widening of the Suncoast Parkway from south of Van Dyke Road to north of SR 52, approximately 16 miles. Improvements to the existing interchanges within project limits have been evaluated with alternatives for new interchange access locations. Suncoast Parkway is currently a four-lane (two lanes in each direction) limited access facility, and the study evaluates alternatives of three general toll lanes in each direction for the project limits. Project cost: $3M

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
FDOT D4 SR A1A North Causeway PD&E Study Fort Pierce, FL	PROFESSIONAL SERVICES 2019	CONSTRUCTION *(If applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	Check if project performed with current firm	

Public involvement task leader. The SR A1A North Causeway Bridge is a movable bascule bridge that was constructed in 1963. It spans over the Atlantic Intracoastal Waterway (ICWW) connecting the barrier island to the mainland in the City of Fort Pierce. In March 2013, the bridge was inspected and deemed an "operational area of concern." The purpose of this PD&E Study was to evaluate bridge replacement alternatives to resolve the structurally deficient conditions of the existing bridge and enhance regional mobility for the adjacent area. Project Cost: $1.9M

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Delray Beach Lowson Blvd. Roadway Improv Delray, FL	PROFESSIONAL SERVICES 2020	CONSTRUCTION *(If applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	Check if project performed with current firm	

Project Engineer. The City of Delray Beach selected Kimley-Horn to provide professional engineering services to as-sist with the initial design and final design of the roadway improvements to Lowson Boulevard between Dover Road and S.E. 5th Avenue. The project included shared-use paths for pedestrians and cyclists and other improvements for a 2.5-mile segment of the roadway. The project was partially funded through the FDOT LAP program. In addition, the project included intensive public involvement, coordination with TPA and FDOT, shared-use paths, paving and drainage improvements, curbing, signing, and pavement marking, two railroad at-grade crossings, signal modifications, and lighting improvements. Project Cost: $7M

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
FDOT D4 PD&E for Jupiter Bridge West Palm Beach, FL	PROFESSIONAL SERVICES 2019	CONSTRUCTION *(If applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	Check if project performed with current firm	

Assistant project manager and public involvement lead. Kimley-Horn was retained by FDOT District Four to conduct a PD&E study for Bascule Bridge No. 930005 in Jupiter. Our team evaluated the following alternatives: 1) Bridge rehabilitation; 2) high-, mid-, or low-level replacement, and various alignment alternatives that included consideration for temporary bridge, full bridge closure, and phased construction with temporary traffic using the existing bridge. Each alternative evaluated updating the bridge to FDOT standards that included options to accommodate pedestrians and bicyclists. The study effort also included a public involvement component with a public hearing. Project Cost: $1.96M

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Shaleese Pitterson	Public Involvement	8	2

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – West Palm Beach, FL

16. EDUCATION *(Degree and Specialization)*
MS, Engineering Management, Florida International University
BS, Urban and Regional Planning, Florida Atlantic University

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Areas of Specialization: public involvement efforts for roadway/PD&E projects including congestion management, corridor planning, transportation land use planning, and Complete Streets master planning

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Lindell Boulevard LAP Project, Delray Beach, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Public Involvement Specialist. Kimley-Horn is providing civil engineering and design services for roadway improvements along 1.3 miles of Lindell Boulevard, from 200 feet south of Linton Boulevard along SW 10th Avenue to the west side of the Florida East Coast Railroad crossing. Funded by a TPA grant and local city funds, the project is administered by FDOT under the Local Agency Program (LAP). Key features include a shared-use path on the south side and a new sidewalk on the north. Services encompass project management, LAP coordination, milling and resurfacing, drainage improvements, pedestrian lighting design, utility coordination, subsurface utility exploration, landscaping, permitting, environmental documentation, bidding services, public involvement, and post-design support. Project Cost: $477K

b.

(1) TITLE AND LOCATION *(City and State)*: **Glades Cut Off Road from Range Line Road to Selvitz Road PD&E Study, St. Lucie County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Public Involvement Specialist. Kimley-Horn was selected to provide professional engineering services for the Glades Cut Off Road Project Development and Environment (PD&E) Study, focusing on the segment from Range Line Road to Selvitz Road. The study involves widening and reconstructing a 10-mile stretch of Glades Cut Off Road. Kimley-Horn will consider freight, pedestrian, bicycle, and transit options—including autonomous transit—in developing and evaluating project alternatives. Project Cost: $3.8M

c.

(1) TITLE AND LOCATION *(City and State)*: **Fort Hamer Road and Bridge PD&E Study and Final Design, Manatee County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*: Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Project Planner. Kimley-Horn served as the prime consultant for the PD&E study and final design to widen Fort Hamer Road from two lanes to four, spanning approximately four miles from Upper Manatee River Road to US 301 in unincorporated Manatee County. The scope included traffic evaluations, intersection assessments, pond siting, bridge analysis, contamination screening, and public involvement, all in accordance with FDOT standards. The study aimed to ensure federal funding eligibility for future phases and included plans to widen Bridge #134123 over the Manatee River to four lanes. The project sought to improve corridor capacity, safety, and multimodal activity. The PD&E study commenced in 2023, with final design expected by 2026. Project cost: $13.6M

d.

(1) TITLE AND LOCATION *(City and State)*: **Cove Road PD&E Study from SR 76/Kanner Highway to SR 5/US 1, FDOT District Four**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Public Involvement Specialist. Kimley-Horn provided support services to another firm for this PD&E study. The study aimed to widen Cove Road from two lanes to four, increase capacity, and enhance the local transportation network. Additional objectives included supporting economic and social demands along Cove Road, improving multimodal connectivity, and facilitating emergency evacuation. Project Cost: $123K

e.

(1) TITLE AND LOCATION *(City and State)*: **Districtwide Complete Streets Contract, FDOT District Six, South Miami, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Public Involvement Specialist. Kimley-Horn supported FDOT District Six by providing professional services for the development, evaluation, and implementation of complete streets projects under an ongoing districtwide contract. The contract aimed to enhance corridor safety, mobility, access, and overall quality of life for transportation users. Responsibilities included preparing Complete Street Analyses for arterial and collector corridors, planning multimodal transportation networks, and identifying cost-effective improvements. Deliverables featured recommendations for feasible enhancements and summaries of project phasing and funding. Additionally, Kimley-Horn reviewed pilot program evaluations, conducted plan reviews, developed design plans, and performed GIS mapping and context classification reviews of FDOT roadways. Project Cost $412K

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Michael Garau, PE	**Environmental Documentation/NEPA Support**	23	14

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Orlando, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Civil Engineering, BS, Civil Engineering, University of Florida	Professional Engineer in FL #60715

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Training: PD&E Manual Training, D5 Urban Office, PD&E Manual Training, Tallahassee, P&E Training Conference, Orlando; Authored several technical documents and has made numerous presentations before a variety of audiences including agency staff and government bodies

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Pasco Metropolitan Planning Organization (MPO) GPC General Planning Consultant, Pasco County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

X Check if project performed with current firm

Engineer/Task Order Basis. The Pasco County MPO, in conjunction with FDOT selected Kimley-Horn to provide professional consultant services on general planning services which include but are not limited to updating the 2050 LRTP, planning, public outreach/participation, subarea/ corridor planning, and document production. Work is assigned on a task-order basis through written task orders approved by the County. Additional services provided by our team may include complete streets, bicycle and pedestrian planning, transit planning, safety planning, intelligent transportation systems, and GIS data and analysis. Project cost: $550K (to date)

b.

(1) TITLE AND LOCATION *(City and State)*
PD&E Widen Suncoast Pkwy (SR589) - S of Van Dyke Rd To SR52 (MP13-29), Wesley Chapel, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

X Check if project performed with current firm

Kimley-Horn is conducting a PD&E study to evaluate alternatives for the widening of the Suncoast Parkway from south of Van Dyke Road to north of SR 52, approximately 16 miles. Improvements to the existing interchanges within project limits have been evaluated with alternatives for new interchange access locations. Suncoast Parkway is currently a four-lane (two lanes in each direction) limited access facility, and the study evaluates alternatives of three general toll lanes in each direction for the project limits. Project cost: $3M

c.

(1) TITLE AND LOCATION *(City and State)*
Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*: 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Project engineer for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

d.

(1) TITLE AND LOCATION *(City and State)*
PD&E Study for Poinciana Parkway Extension from CR 532 to North of I-4/SR 429 Interchange

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Project engineer for the PD&E study evaluating the extension of Poinciana Parkway in Osceola County (as a subconsultant to another firm). Includes improvements and/or modifications to the existing interchange at I-4/SR 429 associated with the connection of Poinciana Parkway as well as alternatives for the Sinclair Road/SR 429 and the Poinciana Parkway/CR 532 interchanges. Project cost: $758K (Completed under budget by $159,495)

e.

(1) TITLE AND LOCATION *(City and State)*
Space Coast Trail PD&E Study & Final Design, FDOT District Five

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Project manager/Public Involvement for the PD&E study to incorporate more than 30 miles of trails on federal lands within the Merritt Island National Wildlife Refuge (MINWR) and Canaveral National Seashore (CANA). Study includes extensive coordination with the U.S. Fish and Wildlife Service (USFWS), National Park Service (NPS), and National Aeronautics and Space Administration (NASA). This PD&E study involves the preparation of an Environmental Assessment for USFWS and NPS signature in addition to a State Environmental Impact Report (SEIR) for District Five signature. Project cost: $2.5M

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Cris Schooley, PE, AICP	Environmental Documentation/NEPA Support	16	5

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Orlando, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Transportation Planning, University College London, BS, Civil Engineering, University of Central Florida	Professional Engineer in FL #74018, American Institute of Certified Planners #31713

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Training: FDOT PD&E Manual Advanced Work Zone Traffic Control, FDOT Specifications **Areas of Specialization:** Transportation planning, project development, multimodal design, Complete Streets, Project Development and Environment (PD&E) studies

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **FDOT D1 SR 72 PD&E Study from East of I-75 to Lorraine Road**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-est. 10/2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Project manager for the PD&E Study for widening the existing 2-lane undivided SR 72 from east of I-75 to Lorraine Road in Sarasota County, a distance of about 3.1 miles. The proposed typical section included a 4-lane divided roadway with raised median, closed drainage system, and shared use paths on both sides. Four multilane roundabout intersections were also recommended. Project cost: $1.2M

b.

(1) TITLE AND LOCATION *(City and State)*: **PD&E Widen Suncoast Pkwy (SR589) - S of Van Dyke Rd To SR52 (MP13-29), Wesley Chapel, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Kimley-Horn is conducting a PD&E study to evaluate alternatives for the widening of the Suncoast Parkway from south of Van Dyke Road to north of SR 52, approximately 16 miles. Improvements to the existing interchanges within project limits have been evaluated with alternatives for new interchange access locations. Suncoast Parkway is currently a four-lane (two lanes in each direction) limited access facility, and the study evaluates alternatives of three general toll lanes in each direction for the project limits. Project cost: $3M

c.

(1) TITLE AND LOCATION *(City and State)*: **Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*: Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Project engineer for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

d.

(1) TITLE AND LOCATION *(City and State)*: **FDOT District Three US 90 Trail PD&E, Tallahassee, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Project engineer providing a PD&E Study for SR 10 (US 90) in Leon County, to consider a planned multi-use trail as discussed in the previously conducted Feasibility Study by the CRTPA. The trail limits of the project are SR 10 US 90) from Pedrick Road to the Jefferson County Line and will be adjusted as needed. This project will be conducted in three phases. This project will assess and analyze the impact on the social, economic, cultural, natural, and physical environment, of the corridor to devise alternatives for a location and design concept in accordance with FDOT policy, procedures, standards, and requirements. Project cost: $1.2M

e.

(1) TITLE AND LOCATION *(City and State)*: **PD&E and Engineering & Design Services for Nova Road (CR532) Widening from US 192 to Future Sunbridge Parkway**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Project engineer and planner for the provide engineering and design services for the PD&E study for Nova Road Widening. Project limits extend from US 192 to the future Sunbridge Parkway, with a total length of approximately 4.7 miles. Kimley-Horn is providing an alternatives evaluation for the construction of a four-lane divided roadway with multimodal accommodations, associated drainage improvements, and stormwater ponds design and management, as well as upgrading the Intelligent Transportation Systems (ITS), modification/replacement of two bridges over the canal system, and street lighting. Kimley-Horn will perform the final design phase based on the preferred alignment selected in the study. Of the two bridge canal crossings one of which is owned and maintained by SFWMD. Project cost: $870K

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Tori Bacheler, PWS	Natural Resources	13	9

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Palm Beach Gardens, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Marine Biology, Nicholls State University, BS, Wildlife Management, University of Florida	Professional Wetland specialist #3486, Gopher Tortoise Agent GTA-22-00003

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Training: USACE Wetland Delineation Training, OSHA 24 Hour HAZWOPER Class, Louisiana Plant Identification Class, USGS GIS Remote Sensing Class, U.S. Coast Guard Boaters Certification

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
FDOT D1 SR 72 PD&E Study from East of I-75 to Lorraine Road

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022-est. 10/2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Environmental scientist for the PD&E Study for widening the existing 2-lane undivided SR 72 from east of I-75 to Lorraine Road in Sarasota County, a distance of about 3.1 miles. The study team analyzed and assessed the project's impact on the social, economic, cultural, natural, and physical environment in accordance with FDOT policy, procedures, and requirements. Final design is an optional service after completion of the study phase. Environmental tasks included assessing the project corridor for wetland and protected species habitat, conducting federally protected species surveys (Florida bonneted bat and crested caracara), preparing the Natural Resources Evaluation report and the Type 2 Categorical Exclusion document, and coordinating with agencies. Project cost: $1.2M

b.

(1) TITLE AND LOCATION *(City and State)*
PD&E Widen Suncoast Pkwy (SR589) - S of Van Dyke Rd To SR52 (MP13-29), Wesley Chapel, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023-Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Kimley-Horn is conducting a PD&E study to evaluate alternatives for the widening of the Suncoast Parkway from south of Van Dyke Road to north of SR 52, approximately 16 miles. Improvements to the existing interchanges within project limits have been evaluated with alternatives for new interchange access locations. Suncoast Parkway is currently a four-lane (two lanes in each direction) limited access facility, and the study evaluates alternatives of three general toll lanes in each direction for the project limits. Project cost: $3M

c.

(1) TITLE AND LOCATION *(City and State)*
Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Project engineer for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

d.

(1) TITLE AND LOCATION *(City and State)*
PD&E and Engineering & Design Services for Nova Road (CR532) Widening from US 192 to Future

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Environmental Scientist. Osceola County selected Kimley-Horn to provide engineering and design services for the PD&E study for Nova Road Widening. Project limits extend from US 192 to the future Sunbridge Parkway, with a total length of approximately 4.7 miles. Kimley-Horn will provide an alternatives evaluation for the construction of a four-lane divided roadway with multimodal accommodations, associated drainage improvements and storm water ponds, as well as upgrading the Intelligent Transportation Systems (ITS), modification/replacement of two bridges over the canal system, and street lighting. Kimley-Horn will perform the final design phase based on the preferred alignment selected in the study. Environmental tasks included wetland assessments, mitigation assessments, habitat assessments for protected species, Natural Resources Evaluation documentation, and agency coordination. Project cost: $870K

e.

(1) TITLE AND LOCATION *(City and State)*
Space Coast Trail PD&E Study & Final Design, FDOT District Five

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Environmental scientist. for the PD&E study to incorporate more than 30 miles of trails on federal lands within the Merritt Island National Wildlife Refuge (MINWR) and Canaveral National Seashore (CANA). Study includes extensive coordination with the U.S. Fish and Wildlife Service (USFWS), National Park Service (NPS), and National Aeronautics and Space Administration (NASA). This PD&E study involves the preparation of an Environmental Assessment for USFWS and NPS signature in addition to a State Environmental Impact Report (SEIR) for District Five signature. Project cost: $2.5M

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jeff Hemphill, CRNP	**Natural Resources**	7	3

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. - Tampa

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Environmental Science, Florida State University	Professional Wetland Scientist #4002, Gopher Tortoise Agent GTA-22-00093, Certified Natural Resources Professional #16123027360230302

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Training: environmental regulatory compliance, Esri Geographic Information Systems (GIS)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **FDOT D1 SR 72 PD&E Study from East of I-75 to Lorraine Road**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022-est. 10/2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

X Check if project performed with current firm

Environmental scientist for the PD&E Study for widening the existing 2-lane undivided SR 72 from east of I-75 to Lorraine Road in Sarasota County, a distance of about 3.1 miles. The study team analyzed and assessed the project's impact on the social, economic, cultural, natural, and physical environment in accordance with FDOT policy, procedures, and requirements. Final design is an optional service after completion of the study phase. Environmental tasks included assessing the project corridor for wetland and protected species habitat, conducting federally protected species surveys (Florida bonneted bat and crested caracara), preparing the Natural Resources Evaluation report and the Type 2 Categorical Exclusion document, and coordinating with agencies. Project cost: $1.2M

b.

(1) TITLE AND LOCATION *(City and State)*: **Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

X Check if project performed with current firm

Project engineer for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

c.

(1) TITLE AND LOCATION *(City and State)*: **Poinciana Parkway Extension/I-4 Connector Central Florida Expressway Authority, Orange, Osceola and Polk Counties, FL**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

X Check if project performed with current firm

Environmental Scientist. Existing environmental and physical constraints were identified, which included mitigation banks, cemeteries, and extensive utilities. A critical factor for determining feasibility of the expressway is its interchange connection to I-4; therefore, interchange concepts were developed. Extensive stakeholder meetings and coordination occurred with property owners, utilities, developers, local governments, the FDOT and Florida's Turnpike. Environmental tasks included documenting the existing conditions within the project limits including wetlands and protected resources and compiling the documentation for natural resources existing conditions and potential impacts to these resources. Project cost: $758K (Completed under budget by $159,495)

d.

(1) TITLE AND LOCATION *(City and State)*: **Upper Tampa Bay Trail Gap (Phase IV) PD&E Study from Peterson Park to Van Dyke Road – Gunn Hwy**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

X Check if project performed with current firm

Environmental scientist. The update included environmental tasks for the PD&E Study included evaluation of existing conditions, habitat assessment, wetland assessments, evaluation of potential occurrence of protected species and protected resources including essential fish habitat, seagrass, eastern black rail, and gopher tortoises, NEPA documentation including the Natural Resources Evaluation, State Environmental Impact Report, and PER, agency coordination with SWFWMD, USACE, USCG, and USFWS. Environmental tasks for the design and permitting phase include wetland delineation, mitigation planning, environmental permitting, and agency coordination. Project cost: $185K

e.

(1) TITLE AND LOCATION *(City and State)*: **Thompson Nursery Road PD&E, Widening and Extension, Polk County, FL**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022-Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

X Check if project performed with current firm

Environmental scientist for species survey for the crested caracara, Florida bonneted bat, and southeastern American kestrel. Following the surveys, The results will be summarized in a report. Kimley-Horn was also responsible for setting wetland lines and submitting the permitting applications to the SWFWMD and FDEP. Environmental tasks included wetland delineations, wetland assessments, mitigation assessment, protected species surveys for the sand skink, crested caracara, Florida bonneted bat, and southeastern American kestrel, permit documentation, and agency coordination. Project cost: $6.2M

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Tad Hardy, PE (NC)	**Noise Analysis**	a. TOTAL 12	b. WITH CURRENT FIRM 12

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Charlotte, NC

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Civil Engineering; BS, Civil Engineering, Clemson University	Professional Engineer in NC #043169

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Organizations: Institute of Transportation Engineers **Training**: FHWA-NHI-142051 Highway Traffic Noise Training, July 2012FHWA Traffic Noise Model 2.5, November 2012 **Areas of Specialization:** GIS mapping and traffic noise modeling

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **SR 303L, El Mirage Road, Sun City West, AZ**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Traffic and Noise Analyst designed the traffic interchange of SR 303L at El Mirage Road in the city of Sun City West. Kimley-Horn prepared a traffic noise analysis addendum. The traffic noise portion included ambient measurements, TNM modeling, noise barrier analysis, and documentation. This project is currently under review by ADOT.

b.

(1) TITLE AND LOCATION *(City and State)*: **Atkinson Boulevard Extension,** Newport News, VA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Traffic Noise Analyst for the design of the extension of Atkinson Way between Warwick Boulevard and Jefferson Avenue, extending over CSX railroad tracks and I-64, in the city of Newport News. As part of this project, Kimley-Horn prepared the project's NEPA documentation, including the traffic noise report. The traffic noise portion contained ambient measurements, TNM modeling, noise barrier analysis, and documentation. This project is currently under review by VDOT.

c.

(1) TITLE AND LOCATION *(City and State)*: **CA0608, I-630 Widening, Little Rock, AR**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Traffic Noise Analyst for this Traffic Noise Study for the 2.5-mile-long widening of I-630 in the City of Little Rock. Our tasks included taking ambient noise measurements, TNM modeling, noise barrier analysis at multiple locations, and documentation. This project is currently under review by AHTD.

d.

(1) TITLE AND LOCATION *(City and State)*: **Rea Road Extension (U-3467), Weddington, NC**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Traffic Noise Analyst for the preparation of a traffic noise analysis for the widening and extension of Rea Road (NC 84) in the Town of Weddington. Our tasks included coordinating with the lead engineer for the roadway design and traffic volumes, conducting ambient measurements, TNM modeling for five alternatives, and preparing the corresponding documentation. The traffic noise analysis is currently being reviewed by NCDOT.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Chris Hunt, PhD	Cultural Resources	10	1

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. - Tampa

16. EDUCATION *(Degree and Specialization)*
Doctor of Philosophy in Applied Anthropology /Archaeological and Forensic Science Concentration; MA in Applied Anthropology, BA Anthropology

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
RPA (Register of Professional Archaeologist), Registration No. 32152273; 24-Hour Certified OSHA HAZWOPER (29CFR1910.1209(e)), SCUBA Certification from Technical Diving International, Nitrox Diver, Diver # 108437

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Organizations: Meets Secretary of the Interior Standards for Professional Archaeology **Awards:** Anthropocene Graduate Fellow, Institute for the Advanced Study of Culture and the Environment, University of South Florida; Graduate Research Intern, Institute for Digital Exploration (IDEx), University of South Florida; Organizations: U.S. Coast Guard Auxiliary Flotilla Staff Officer, Small Boat Qualified Florida Anthropological Society; Member, Society for American Archaeology; Member Society for Historic Archaeology; Member; **Publications:** 2021 Archaeological Monitoring of the Wellness Center at the University of South Florida, Hillsborough County, Florida (1a-32 Permit No. 2021.062), 2020 Cultural Resources Assessment Survey of the Proposed Football Facility at the University of South Florida, Hillsborough County, Florida (1a-32 Permit No. 1920.050); additional published articles upon request.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
State Road 64 and Uihlein Road Roundabout Project, Manatee County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2024	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

X Check if project performed with current firm

Cultural resources. In the summer of 2024, the Lakewood Ranch Stewardship District selected the Kimley-Horn team to conduct a Phase 1 Cultural Resource Assessment survey for a proposed roundabout. Our team conducted all aspects of background research, fieldwork, data analysis, report production, and consultation with the Florida Division of Historical Resources.

b.

(1) TITLE AND LOCATION *(City and State)*
Suburban Land and Farmland Hillsborough County Parcels Project, Hillsborough County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2024	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

X Check if project performed with current firm

Cultural resources. The Kimley-Horn team was selected by Neal Land and Neighborhoods to conduct a Cultural Resource Desktop Review in support of a larger environmental site assessment of 37 land parcels in Hillsborough County. Our conducted all background research (including a review of the Florida Master Site File), historic records research, and cultural resources probability modeling in house with staff the meet or exceed professional standards required by the Florida Division of Historical Resources.

c.

(1) TITLE AND LOCATION *(City and State)*
University of South Florida, Tampa, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2024	2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Principal Investigator for cultural resource management projects on new construction and infrastructure upgrades at USF. Provided technical language and comments for the USF Memorandum of Agreement with the Florida State Historic Preservation Office (SHPO). Coordinated and implemented all archaeological field research (including training and supervising teams of graduate/undergraduate students). Completed assessments of archaeological sites for their eligibility for listing on the National Register of Historic Places and wrote all Cultural Resource Assessment Surveys, technical reports, and research summaries for submission to the Florida SHPO.

d.

(1) TITLE AND LOCATION *(City and State)*
Florida Division of Historical Resources, Tallahassee, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Served as a representative of the State Historic Preservation Office (SHPO) and the State of Florida in ensuring compliance with local, state, and federal laws regarding cultural resources and all matters related to archaeology. Reviewed and provided technical comments to achieve concurrence with the Florida SHPO Office on over four thousand projects, including Cultural Resource Assessment Survey Reports, Memorandums of Agreement, Environmental Assessments, Environmental Impact Statements, Section 106 reports, FL Chapter 267 reports, and Cultural Resources Desktop Reports

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jeff Shanks	**Cultural Resources**	20	1

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Tallahassee, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS/Classical Archaeology; BS/Classic Civilizations, Florida State University	Registered Professional Archaeologist #5893

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Areas of Specialization: archeological survey and site investigation, cultural resources monitoring/mitigation, and historic preservation. **Awards:** NPS, 2023, John L. Cotter Award recipient, USFS Chiefs Award

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Virgin Islands Army Reserve National Guard (VIARNG) Hams Bluff Cultural Resources Assessment Survey, St. Croix, USVI

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

X Check if project performed with current firm

Project archaeologist. Jeff conducted a large-scale Phase I archaeological survey prior to the construction of a new shooting range facility. The project was part of an interagency partnership between VIARNG and the National Park Service Southeast Archaeological Center to protect and preserve the culturally sensitive landscape around the Hams Bluff Lighthouse and nearby Maroon Ridge.

b.

(1) TITLE AND LOCATION *(City and State)*
National Park Service, Tallahassee, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2024	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Supervisory Archaeologist. Served as Program Manager for the Interior Region 2 Archaeological Assistance Program (AAP) at the Southeast Archeological Center, which provides technical assistance for cultural resources and historic preservation to federal agencies, state and local governments, and non-profits through partnerships and agreements. Supervised AAP staff, managed budgets, and accounts, and oversaw strategic goals for AAP program. Provided guidance to federal partners in meeting their compliance requirements with NEPA, NAGPRA, ARPA, and Sections 106 and 110 of the NHPA. Served as COR and ATR on a variety of contracts and agreements with other government agencies and academic institutions. Developed and participated in partnerships for archaeological site interpretation and education and in developing heritage tourism visitation sites.

c.

(1) TITLE AND LOCATION *(City and State)*
Natural Resources Conservation Service Cultural Resources Assessment Survey Project

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2018-2023	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Cultural Resource Assessments. Oversaw the development and implementation of a five-year interagency partnership agreement between the Natural Resources Conservation Service (NRCS) and the National Park Service (NPS) to conduct cultural resources assessment surveys of hundreds of acres of land across the state of Florida. The survey was conducted for the NRCS Environmental Quality Incentives Program (EQIP) to ensure compliance with NEPA and NHPA.

d.

(1) TITLE AND LOCATION *(City and State)*
Fort Polk Cultural Resources Assessment Survey, Fort Polk U.S. Army

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016-2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Principal Investigator. Provided technical assistance to Fort Polk US Army Base in Louisiana, developing an IDIQ contract to hire multiple consultants for a five-year cultural resources assessment survey of over a thousand acres in compliance with Section 110 of the National Historic Preservation Act. Served as Contracting Officer's Technical Representative overseeing and coordinating the consultant's implementation of both Phase 1 survey and Phase 2 investigations of multiple archaeological sites and historic structures. Carried out a HABS/HAER/HAL documentation project on multiple historic structures on the base and provided guidance on Tribal and SHPO consultation.

e.

(1) TITLE AND LOCATION *(City and State)*
Byrd Hammock Mounds Archaeological and Interpretation Project U.S. Fish & Wildlife

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2014-2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Cultural Resources. Built and coordinated a multilateral coalition involving three federal agencies, the Florida Division of Historical Resources, federally recognized Tribes, Wakulla County, and multiple non-profits to preserve an endangered nationally significant Native American burial mound village site and coordinate its integration into the St Mark's National Wildlife Refuge. Oversaw the extensive Phase I cultural resource assessment survey and Phase 2 archaeological investigation of the site which is currently being nominated as a National Historic Landmark. For this work, he received the Outstanding Achievement in Archaeology Award from the Florida Trust for Historic Preservation.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Bill Spinner, PG	**Contamination**	20	12

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Tampa, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Geology, University of South Florida	Professional Geologist in FL #2570

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Certifications: OSHA 10 Hour Certified

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*: Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Project geologist for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

b.

(1) TITLE AND LOCATION *(City and State)*: **PD&E Widen Suncoast Pkwy (SR589) - S of Van Dyke Rd To SR52 (MP13-29), Wesley Chapel, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Project geologist/contamination assessment for a PD&E study to evaluate alternatives for the widening of the Suncoast Parkway from south of Van Dyke Road to north of SR 52, approximately 16 miles. Improvements to the existing interchanges within project limits have been evaluated with alternatives for new interchange access locations. Suncoast Parkway is currently a four-lane (two lanes in each direction) limited access facility, and the study evaluates alternatives of three general toll lanes in each direction for the project limits. Project cost: $3M

c.

(1) TITLE AND LOCATION *(City and State)*: **Legacy Trail Extension, Sarasota, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Contamination specialist for the assessment of a rail corridor for the proposed redevelopment into a linear park (bike trail). Kimley Horn conducted several iterations of soil sampling to evaluate the historical impacts along the rail corridor for the purposes of soil management during construction. Additionally, groundwater samples were collected to evaluate dewatering requirements for the project. Our services included site assessment documentation, including calculating alternative soil cleanup target levels for contaminants of concern (arsenic and benzo(a) pyrene equivalents), for Florida Department of Environmental Protection (FDEP) approval. Project cost: $31M

d.

(1) TITLE AND LOCATION *(City and State)*: **Townsend Street and US 17 Stormwater and Roadway Flood Protection Improvements, Wauchula, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Project geologist. Kimley-Horn was retained to provide design and permit coordination services for a stormwater and roadway improvement project in the City of Wauchula. The City had experienced historical flooding at the intersection of southbound U.S. 17 (S.R. 35) and Townsend Street in the City of Wauchula. Kimley-Horn worked with the City to develop a stormwater model to establish existing conditions and identify improvement alternatives to reduce flooding. Project cost: $139K

e.

(1) TITLE AND LOCATION *(City and State)*: **Space Coast Trail PD&E Study & Final Design, FDOT District Five**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Environmental Geologist/Contamination for the PD&E study to incorporate more than 30 miles of trails on federal lands within the Merritt Island National Wildlife Refuge (MINWR) and Canaveral National Seashore (CANA). Study includes extensive coordination with the U.S. Fish and Wildlife Service (USFWS), National Park Service (NPS), and National Aeronautics and Space Administration (NASA). This PD&E study involves the preparation of an Environmental Assessment for USFWS and NPS signature in addition to a State Environmental Impact Report (SEIR) for District Five signature. Project cost: $2.5M

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Shari Barnwell, PE	Engineering Analysis /Roadway/Safety Design	27	7

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Tampa, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS Civil Engineering, University of South Florida	Professional Engineer in FL #71357

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Organizations: Florida Engineering Society, National Society of Professional Engineers (NSPE)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Project manager for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

b.

(1) TITLE AND LOCATION *(City and State)*: **Space Coast Trail PD&E Study & Final Design, FDOT District Five**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Roadway design engineer for the PD&E study to incorporate more than 30 miles of trails on federal lands within the Merritt Island National Wildlife Refuge (MINWR) and Canaveral National Seashore (CANA). Study includes extensive coordination with the U.S. Fish and Wildlife Service (USFWS), National Park Service (NPS), and National Aeronautics and Space Administration (NASA). This PD&E study involves the preparation of an Environmental Assessment for USFWS and NPS signature in addition to a State Environmental Impact Report (SEIR) for District Five signature. Project cost: $2.5M

c.

(1) TITLE AND LOCATION *(City and State)*: **Modern Roundabout Improvement Design/PD&E for US 41 and Gulfstream, FDOT District One**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Project engineer. Kimley-Horn performed engineering services for the state's first State-Wide Acceleration and Transformation (SWAT) project for the multi-lane roundabout. Designated as a SWAT project, the PD&E and Design efforts overlap to reduce schedule and streamline efficiency. This project included full reconstruction of the intersection to a roundabout configuration, pedestrian signals, lighting, landscape, ADA, and drainage improvements. This is the first partial 3 lane roundabout in the state and due to its complexity, an emphasis has been placed on public involvement for this project. Design improvements for this constrained urban intersection addressed multi-modal transportation, pedestrian connectivity/safety enhancements and balanced roundabout performance criteria such as fastest path analysis and design vehicle movements. Due to high pedestrian volumes FDOT is implementing the use of High Intensity Activated Crosswalks or Hawk signals. Project cost: $11.8M

d.

(1) TITLE AND LOCATION *(City and State)*: **Interbay Boulevard Improvements (LAP) from Westshore Boulevard to Bayshore Boulevard, FDOT District Seven**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Project manager. Kimley-Horn was selected the widening design of a two-lane roadway to a three-lane roadway with a two-way left-turn lane. Under a LAP agreement with the City of Tampa, FDOT developed this project to reduce vehicle speeds, improve operations, enhance access, and improve safety for motorists, pedestrians, and cyclists along the project corridor. Kimley-Horn's scope of work included completing a feasibility study that included signal warrant analyses, Stage 1 intersection control evaluations (ICE), corridor safety analysis, road safety audit (RSA), and a full traffic operations study to direct the proposed design. The proposed design was intended to include intermittent widening, rural shoulders, a shared-use path on one side of the roadway and a complete sidewalk on the other, as well as signalization modifications to add four-section flashing yellow arrows and flexible backplates and RRFBs at eight midblock pedestrian crossing. This project ran concurrent with a PD&E being prepared by FDOT, similar to a SWAT project. The project was subsequently shelved due to funding issues. Project cost: $611K

e.

(1) TITLE AND LOCATION *(City and State)*: **5th Avenue North Lane Reduction and Final Design Services (LAP), FDOT District Seven**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Kimley-Horn documented all current public parking supply and occupancy levels during a typical weekday, typical weekend, waterfront event, and Rays baseball game. Parking adequacy was projected for future scenarios based on projects under construction and planned development and potential locations for additional public parking supply was determined. Project cost: $180K

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Nick Provenzo, PE	Engineering Analysis / Roadway/Safety Design	a. TOTAL: 11	b. WITH CURRENT FIRM: 11

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Tampa, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, University of Mississippi	Professional Engineer in FL # 91978; FDOT / Advanced Work Zone Traffic / 620968

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Organizations: Florida Engineering Society, Westshore Alliance **Areas of Specialization:** Complete Streets, multimodal mobility

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **62nd Avenue North Preliminary Engineering Report (PER), Pinellas Park, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Lead roadway engineer. This segment of 62nd Avenue falls along the border of Lealman Community and Pinellas Park primarily serving commercial and industrial businesses properties adjacent to the roadway. Engineering analysis for the PER depicts the roadway improvements intersection improvements including geometric alternatives, traffic analysis, drainage, environmental, utility impacts, right-of-way impacts, safety, and construction cost. The report includes a three-lane section with one 12-ft travel lane in each direction with a 14-ft Two-way Left Turn Lane (TWLTL) with curb and gutter and include evaluating the need for bike lanes, wider sidewalks, and a shared use path. Project cost: $447K

b.

(1) TITLE AND LOCATION *(City and State)*: **Interbay Boulevard Improvements (LAP) from Westshore Boulevard to Bayshore Boulevard, FDOT District Seven**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Roadway engineer. Kimley-Horn was selected for the widening design of a two-lane roadway to a three-lane roadway with a two-way left-turn lane. Under a LAP agreement with the City. FDOT developed this project to reduce vehicle speeds, improve operations, enhance access, and improve safety for motorists, pedestrians, and cyclists along the project corridor. The scope of work included a feasibility study that included signal warrant analyses, Stage 1 intersection control evaluations (ICE), corridor safety analysis, road safety audit (RSA. The design is intended to include intermittent widening, rural shoulders, hared-use path on one side of the roadway and a complete sidewalk on the other, as well as signalization modifications to add four-section flashing yellow arrows and flexible backplates with RRFBs at eight midblock pedestrian crossings. Project cost: $611K

c.

(1) TITLE AND LOCATION *(City and State)*: **5th Avenue North Lane Reduction and Final Design Services (LAP) FDOT District Seven**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Roadway engineer. The study area was comprised of the downtown area between 5th Avenue North to 5th Avenue South from Tampa Bay to Dr. Martin Luther King Jr. Street and the Edge District extending one block north of 1st Avenue North to one block south of 1st Avenue South between Dr. Martin Luther King Jr. Street and I-275. Kimley-Horn documented all current public parking supply and occupancy levels during a typical weekday, typical weekend, waterfront event, and Rays baseball game. Project cost: $180K

d.

(1) TITLE AND LOCATION *(City and State)*: **St. Petersburg Drive Streetscape and Drainage Project (Complete Streets), Oldsmar, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Roadway engineer. Kimley-Horn assisted the City with the successful application for grant funding. Following the grant award, Kimley-Horn designed Complete Street multimodal improvements for St. Petersburg Drive with the goal of transforming the rural roadway into an appealing multimodal Complete Street corridor to better serve the CRA and promote a walkable community. The purpose of the design was to eliminate the roadside ditches and implement low impact development elements such as pervious pavement, construct a multiuse path and widened sidewalk, incorporate traffic calming elements including a roundabout and mid-block crossings, provide for roadway corridor decorative lighting, and relocate the overhead utility lines to underground. Design services included survey, SUE, geotechnical, rural to urban roadway conversion and stormwater, environmental permitting, public meetings and presentations, and preparation of construction bid documents. Cost: $36K

e.

(1) TITLE AND LOCATION *(City and State)*: **Collins Street Complete Street Improvements Plant City, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Roadway engineer. The City of Plant City retained Kimley-Horn to provide engineering design services. The City's goal was to convert the existing urban four-lane corridor into a pedestrian and bicycle accessible corridor with streetscape enhancements to form a walkable community street as part of the midtown redevelopment plan. The streetscape improvements include relocating all above ground overhead utility lines to underground service. Pre-design services included traffic data for a traffic study to validate the lane repurposing recommendations, and development of conceptual design alternatives to identify the cost and feasibility of achieving goals. Design services included roadway and drainage, hardscape, landscape and irrigation plans, traffic signalization, street and sidewalk lighting plans, public presentation of the design, coordination of utility relocations, electrical system undergrounding, survey and SUE services, and limited construction phase services. Project cost: $274K

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jordan Walker, PE, EVP	Engineering Analysis / Utilities & Water	13	13

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – St. Petersburg, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Water Resources, BS, Civil Engineering, University of Florida	Professional Engineer in FL #78652

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Organizations: American Water Works Association, Chair of the Standards Committee for Aeration Systems; member of the Standards Committee for Pipeline Rehabilitation and Condition Assessment; and member of the National Young Professional's Committee **Certifications:** Envision Sustainability Professional #35646 Pipeline Assessment Certification #U-0418-0703001433 **Areas of Specialization:** water resources and supply, permit coordination, and groundwater use allocation. Expertise with complex geospatial database management of large water resources systems such as wastewater collection or water distribution networks and pipeline design and assessment

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Pinellas County Dunn Water Reclamation Facility Ditch Erosion Repair**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Project Manager, under an on-call contract with Pinellas County, Kimley-Horn delivered a feasibility assessment and design to stabilize the sideslopes of a drainage ditch at the Dunn Water Reclamation Facility (WRF). The first phase included the development of a feasibility study to evaluate alternative strategies to stabilize the slopes and provide a recommendation for rehabilitation. Phase 2 of the project moved into design and the preparation of construction plans and permitting. In addition to stabilizing the slopes, other design components included the replacement of several mitred end sections and culverts, relocation of a sanitary sewer manhole, design/relocation of a duct bank, regrading a portion of the adjacent parking lot, and the design of a covered wash-down basin for fleet management activities. The project is currently in construction and Kimley-Horn is providing limited construction phase services including site observations and submittal reviews. Project Cost: $170k

b.

(1) TITLE AND LOCATION *(City and State)*: **Lena Road from North of 44th Avenue East to SR 64, Manatee County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Lead utilities manager and coordination for the construction of the Lena Road improvements provides important connectivity to the surrounding area through SR64 and 44th Avenue East and improves traffic safety and patterns. The Lena Road improvements consist of an urban closed-drainage two-lane roadway with a center turn lane through the industrial area and a single lane roundabout to provide traffic calming along the corridor. Other key features of the corridor included increased multi-modal connectivity by way of adjacent sidewalk and multi-use paths and roadway lighting. In addition, the detailed phased maintenance of traffic plan designed to facilitate construction while maintaining existing traffic is included in the construction plan set. The Lena Road improvements are primarily within an existing roadway corridor, and the additional missing segment connecting the northern segment to the 44th Avenue East roadway will provide a key link in the Lena Road corridor from SR-64, and SR-70, east of I-75. Project Cost: $3.6 million

c.

(1) TITLE AND LOCATION *(City and State)*: **Pinellas County Alternate US 19 Water Main Improvements**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 — CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Project Manager through Kimley-Horn's on-call contract, Kimley-Horn performed design and construction observation services for Alternate US 19 Water Main Improvements. The project included the replacement of the following linear feet of water main along the listed streets: New York Avenue (1,200 feet), Columbia Avenue (approximately 1,200 feet), 11th Street (approximately 1700 feet), 12th Street (approximately 350 feet), Omaha Street (approximately 350 feet), Pennsylvania Avenue (approximately 700 feet), and Indiana Avenue (approximately 1100 feet). The existing mains were composed of old galvanized and thin Schedule 20 PVC pipe. The new replacement mains were constructed as 2-inch high density polyethylene (HDPE) and 6-inch Ductile Iron Pipe (DIP) in accordance with the latest Pinellas County Utilities Material Specification Manual. The water main replacements were installed by horizontal directional drill (HDD) and in open cut trench. Project Cost: $129K

d.

(1) TITLE AND LOCATION *(City and State)*: **Manatee County 20-inch Force Main 15D Rehabilitation, Manatee County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Engineer of Record in charge of providing design, permitting, and construction services associated with the rehabilitation of Force Main 15D, located at 59th Street West at the intersection of Mana-tee Avenue. The existing force main discharged into a manhole located south of the right-of-way in the southbound lane of 59th Street West. The project included approximately 550 LF of 20-inch PVC that included a jack-and-bore under the FDOT right-of-way. Project was nominated and won the APWA Award for Emergency Construction/Repair in 2016. $150K

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Deborah Knighton, PE	**Drainage/Stormwater Design**	28	3

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Tampa, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, University of South Florida	Professional Engineer in FL #43920

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Areas of Specialization: stormwater modeling (ICPR, MODRET) stormsewer conveyance systems (GEOPAK Drainage), underground stormwater management systems, wet and dry retention and detention ponds, closed basin design, design high water analysis, cross drain analysis, bridge hydraulics (HEC-RAS), scour analysis (HEC-18), and floodplain analysis

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **I-75/I-275 SB CD Roadway, D7, Pasco and Hillsborough County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

X Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Drainage Engineer of Record responsible for ICPR modeling and drainage design for a new three-lane southbound collector-distribution roadway and interchange modifications at the apex of I-275 and I-75 from south of County Line Road to SR 56. Drainage design included extensive permit research and analysis of existing pond capacities to accommodate the additional impervious areas, an interconnected pond system design for the interchange area, pond siting analysis, and bridge hydraulics analysis for two bridge crossings over Cypress Creek, one in Pasco County and the other in Hillsborough County. The ICPR modeling effort included combining data from the Hillsborough County watershed SWMMM and the Pasco County SWFWMD watershed ICPR models to assess the riverine and floodplain impacts and demonstrate floodplain compensation is achieved Project cost: $7.4M

b.

(1) TITLE AND LOCATION *(City and State)*: **CR 470 at Florida's Turnpike, The Villages, Lake County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

X Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Drainage Engineer of Record responsible for ICPR modeling and drainage design for the portion of the CR 470 widening project within Florida's Turnpike Enterprise (FTE) right of way. Project included storm sewer design, cross drain design, dry detention stormwater management system designs, and permit modification of existing wet detention systems within the Turnpike interchange at CR 470. Kimley-Horn provided design services for The Villages and permitted the project with FTE and SJRWMD. Project cost: $2.1M

c.

(1) TITLE AND LOCATION *(City and State)*: **SR 50, D7, Hernando County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*:

Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Drainage Engineer of Record (EOR) for three-mile SR 50 roadway reconstruction project from I-75 to US 98, including the concrete pavement intersection with US 98. Responsible for pond siting, bridge hydraulics analysis for bridge crossing over the Withlacoochee River, ICPR Modeling, storm sewer design, and stormwater permitting. Included coordination with a large DRI for suitable location of a joint-use pond, and modification of existing ponds to accommodate the proposed project.

d.

(1) TITLE AND LOCATION *(City and State)*: **General Engineering Contract, D7, Tampa Bay West Central, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*:

Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Senior drainage engineer. Responsibilities included scope development, staff-hour estimates, review of other Consultant's phase submittals of drainage plans and documentation, and representing the Department in field reviews and meetings, including phase reviews and constructability reviews.

e.

(1) TITLE AND LOCATION *(City and State)*: **Districtwide Stormwater Program Management, D7, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*:

Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Drainage Engineer. Provided stormwater management studies, analyses, and design in support of the District's work program and drainage unit. Responsibilities included drainage flooding investigations for multiple locations along Gulf Boulevard, all tidally influenced systems, and various drainage complaints including roadway flooding and assessment of a FDOT pond berm failure. Provided reviews of FDOT Drainage Connection Permit applications.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Barry Switzer, PE	Drainage/Stormwater Design	35	2

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Orlando, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, University of Tennessee	Professional Engineer in FL #43422

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Areas of Specialization: highway drainage design, stormwater management system design, environmental permitting, and hydraulic studies

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **FDOT D1 SR 72 PD&E Study from East of I-75 to Lorraine Road**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-est. 10/2025 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Drainage engineer for this PD&E Study for widening the existing 2-lane undivided SR 72 from east of I-75 to Lorraine Road in Sarasota County, a distance of about 3.1 miles. The proposed typical section included a 4-lane divided roadway with raised median, closed drainage system, and shared use paths on both sides. Four multilane roundabout intersections were also recommended. Project cost: $1.2M

b.

(1) TITLE AND LOCATION *(City and State)*: **PD&E Widen Suncoast Pkwy (SR589) - S of Van Dyke Rd To SR52 (MP13-29), Wesley Chapel, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Drainage engineer for this PD&E study to evaluate alternatives for the widening of the Suncoast Parkway from south of Van Dyke Road to north of SR 52, approximately 16 miles. Improvements to the existing interchanges within project limits have been evaluated with alternatives for new interchange access locations. Suncoast Parkway is currently a four-lane (two lanes in each direction) limited access facility, and the study evaluates alternatives of three general toll lanes in each direction for the project limits. Project cost: $3M

c.

(1) TITLE AND LOCATION *(City and State)*: **PD&E Study for Poinciana Parkway Extension from CR 532 to North of I-4/SR 429 Interchange**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Drainage engineer is responsible for the engineering analysis and supporting public involvement elements of this PD&E study that evaluated an extension of the Poinciana Parkway and new I-4 interchange. This project was not completed by FDOT due to the reorganization of the expressway authorities. Project cost: $758K (Completed under budget by $159,495)

d.

(1) TITLE AND LOCATION *(City and State)*: **Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*: Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Drainage engineer for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

e.

(1) TITLE AND LOCATION *(City and State)*: **Thompson Nursery Road PD&E, Widening and Extension, Polk County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Drainage engineer for the multiphase 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. Services include roadway and structural design services with the completed design of Segment 1 (started by another firm) and a finalized alignment study with final design plans for the design/construction of Segments 2, 4 and 5. The PD&E phase included three (3) alternative conceptual alignments to widen with an accompanying evaluation of the environmental, physical and cultural impacts of the alternative alignments to identify and recommend a preferred alignment, considering impacts and costs, and to prepare preliminary (15%) Line & Grade plans. Project cost: $6.1 (utilizing state funding for the PD&E phase)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Andrew Stastny, PE, PTOE, RSP21	Traffic Analysis/Engineering; Signals	a. TOTAL 17	b. WITH CURRENT FIRM 2

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Tampa, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MBA, Business Administration, Benedictine University; BS, Civil Engineering, Western Michigan University	Professional Engineer in Florida #80236, Professional Transportation Operations Engineer (PTOE)Road Safety Professional 1 (RSP1)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Areas of Specialization: safety studies, PD&Es, transportation planning studies, traffic signal warrant studies, ICE evaluation, corridor studies, roundabout analyses, traffic operations studies, circulation studies, lighting analysis, traffic impact studies, traffic memorandums, traffic-calming studies, cut-through traffic analyses, and neighborhood traffic studies

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
PD&E Widen Suncoast Pkwy (SR589) - S of Van Dyke Rd To SR52 (MP13-29), Wesley Chapel, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Traffic engineer for this PD&E study to evaluate alternatives for the widening of the Suncoast Parkway from south of Van Dyke Road to north of SR 52, approximately 16 miles. Improvements to the existing interchanges within project limits have been evaluated with alternatives for new interchange access locations. Suncoast Parkway is currently a four-lane (two lanes in each direction) limited access facility, and the study evaluates alternatives of three general toll lanes in each direction for the project limits. Project cost: $3M

b.

(1) TITLE AND LOCATION *(City and State)*
River Road Widening E. River Road to US41 (Phase 1&2), West Villages Improvement District, Sarasota

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Lead traffic engineer, intersection analysis and signals for the task assignment on the West Villages Master Agreement, Kimley-Horn is providing Phase 1 services including the engineering and design to widen River Road from a 2-lane rural roadway to a divided 4-lane sub-urban roadway from Winchester Blvd to US 41 for a distance of 4.1 miles. The roadway will transition traffic to a new intersection to accommodate access required for a new school. Phase II will then transition into a portion of the same roadway. Environmental documentation is required to satisfy a HUD grant and a 404 permit with anticipated submittal to USACOE. Project cost: $4.8M

c.

(1) TITLE AND LOCATION *(City and State)*
Upper Tampa Bay Trail Gap (Phase IV) PD&E Study from Peterson Park to Van Dyke Road – Gunn Hwy

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Traffic engineer for the preparation of an update to the preliminary design engineering and environmental (PD&E) study for the Upper Tampa Bay Trail Gap for the segment from Peterson Park to Van Dyke Road. The update will document information necessary for the County to reach a decision on the feasibility, location, and conceptual design to meet the goals of the project. The team is working to provide the required level of service and the Americans with Disabilities Act (ADA) requirements are met. Services include public involvement, R/W assessment (based on available GIS data), determining estimated R/W needs, a property appraisers update of the land acquisition cost estimates for current market conditions, and providing costs for the additional trail alignment alternatives. Project cost: $185K

d.

(1) TITLE AND LOCATION *(City and State)*
Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*: Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Lead traffic engineer for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

e.

(1) TITLE AND LOCATION *(City and State)*
Safety Studies and Minor Design Continuing Services Contract FDOT District Seven

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Andrew served as an in-house consultant 30 hours a week at FDOT District 7 Traffic Operations, in their Safety group, managing the Traffic Operations' Design-Build Push-Button Contract (managing consultants), and various safety tasks including road safety audits, intersection prioritization lists for crashes and pedestrian/bicycle safety, CDMS crash database maintenance, SharePoint database maintenance, Safe Routes to School, safety action plan and contract procurement. In this position, Andrew developed key relationships with FDOT staff across District 7, as well as consultants on the contracts, including WSP, Vibe Engineering, Faller-Davis, Element Engineering, and WGI.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Basit Ali, PE	Traffic Analysis/ Engineering; Signals	6	2

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Tampa, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, University of South Florida	Professional Engineer in FL #97525

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **River Road Widening E. River Road to US41 (Phase 1&2), West Villages Improvement District, Sarasota**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Traffic engineer, intersection analysis and signals for the task assignment on the West Villages Master Agreement, Kimley-Horn is providing Phase 1 services including the engineering and design to widen River Road from a 2-lane rural roadway to a divided 4-lane sub-urban roadway from Winchester Blvd to US 41 for a distance of 4.1 miles. The roadway will transition traffic to a new intersection to accommodate access required for a new school. Phase II will then transition into a portion of the same roadway. Environmental documentation is required to satisfy a HUD grant and a 404 permit with anticipated submittal to USACOE.

b.

(1) TITLE AND LOCATION *(City and State)*: **Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Traffic engineer for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

c.

(1) TITLE AND LOCATION *(City and State)*: **Hillsborough County Miscellaneous Traffic Safety Studies**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Traffic analyst assisting with Engineering Services for Traffic and Road Safety Agreement, Kimley-Horn is providing Hillsborough County with miscellaneous on-call professional traffic engineering safety services including traffic signal warrant studies, roadway corridor speed management and spot speed zone studies, concept plan development and cost estimates, lighting justification reports, school pedestrian safety and circulation studies, roadway median, and intersection studies, pedestrian mid-block crossing evaluation studies, pedestrian mid-block crossing evaluation studies, multi-way stop studies, and site evaluation and investigations. Project Cost: $273K

d.

(1) TITLE AND LOCATION *(City and State)*: **Districtwide Traffic Operations Support, FDOT District Seven**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Lead engineer responsible for the preparation and submittal of multiple types of traffic data collection driven traffic operations studies, including intersection approach and turning movement counts, spot speed studies, and pedestrian/bicycle crossing studies. Additionally, this contract included safety-related designs such as new sidewalks adjacent to schools and pedestrian hybrid beacons (PHBs) at critical locations along roadway corridors.

e.

(1) TITLE AND LOCATION *(City and State)*: **Districtwide Access Management Support, FDOT District On**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Lead engineer responsible for the review of traffic studies and site plans/construction plans submitted by applicant as part of the driveway permit application process. This effort also involved recommendations of off-site and site-related transportation improvements to ensure efficient traffic flow and minimize safety concerns on the state highway system.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mason Hoke, EI	Traffic Analysis/ Engineering; Signals	3	3

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Tampa, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, University of Florida	Engineer in Training; FL # 1100025399

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Traffic analyst for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

b.

(1) TITLE AND LOCATION *(City and State)*
Hillsborough County Miscellaneous Traffic Safety Studies

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Traffic analyst assisting with Engineering Services for Traffic and Road Safety Agreement, Kimley-Horn is providing Hillsborough County with miscellaneous on-call professional traffic engineering safety services including traffic signal warrant studies, roadway corridor speed management and spot speed zone studies, concept plan development and cost estimates, lighting justification reports, school pedestrian safety and circulation studies, roadway median, and intersection studies, pedestrian mid-block crossing evaluation studies, pedestrian mid-block crossing evaluation studies, multi-way stop studies, and site evaluation and investigations. Project Cost: $273K

c.

(1) TITLE AND LOCATION *(City and State)*
Interbay Boulevard Improvements from Westshore Boulevard to Bayshore Boulevard, Tampa, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Engineering analyst for the widening design of a two-lane roadway to a three-lane roadway with a two-way left-turn lane. Under a LAP agreement with the City of Tampa, FDOT developed this project to reduce vehicle speeds, improve operations, enhance access, and improve safety for motorists, pedestrians, and cyclists along the project corridor. Kimley-Horns scope of work included completing a feasibility study that included signal warrant analyses, The proposed design was intended to include intermittent widening, rural shoulders, a shared-use path on one side of the roadway and a complete sidewalk on the other, as well as signalization modifications to add four-section flashing yellow arrows and flexible backplates and RRFBs at eight midblock pedestrian crossing. This project ran concurrently with a PD&E being prepared by FDOT, similar to a SWAT project. The project was subsequently shelved due to funding issues. Project Cost: $611K

d.

(1) TITLE AND LOCATION *(City and State)*
Lena Road from North of 44th Avenue East to SR 64, Manatee County, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Traffic analyst for the improvement of the Lena Road provides important connectivity to the surrounding area through SR64 and 44th Avenue East and improves traffic safety and patterns. The Lena Road improvements consist of an urban closed-drainage two-lane roadway with a center turn lane through the industrial area and a single lane roundabout to provide traffic calming along the corridor. Other key features of the corridor included increased multi-modal connectivity by way of adjacent sidewalk and multi-use paths and roadway lighting. In addition, the detailed phased maintenance of traffic plan designed to facilitate construction while maintaining existing traffic is included in the construction plan set. The Lena Road improvements are primarily within an existing roadway corridor, and the additional missing segment connecting the northern segment to the 44th Avenue East roadway is a key link in the Lena Road corridor from SR-64, and SR-70, east of I-75. Project Cost: $3.6M

e.

(1) TITLE AND LOCATION *(City and State)*
City of St. Pete Beach Gulf Winds Drive Streetscape Improvements

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Traffic analyst for the design plans and contract documents for roadway streetscape improvements for multi-modal accommodations to Gulf Winds Drive from Gulf Boulevard to 73rd Avenue. Improvements included complete reconstruction of the roadway to provide for 10-foot travel lanes with designated bicycle lanes, ADA sidewalks, landscaping, coordination of utility overhead to undergrounding conversion, and public involvement. Community engagement was a critical element of the design due to impacts on residential landscaping and driveway harmonization resulting from the proposed sidewalks and roadway profile grade changes. Total Contract Value $338,559

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Joseph Roberts, PE	Structures	a. TOTAL 14	b. WITH CURRENT FIRM 7

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Orlando, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Structural Engineering, BS, Civil Engineering, University of Florida	Professional Engineer in FL #78547

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Organizations: American Society of Civil Engineers (ASCE); **Training & Programs:** FDOT Beam Stability, FDOT Biaxial Column, FDOT LRFD Box Culvert, FDOT LRFD Prestressed Beam

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Thompson Nursery Road PD&E, Widening and Extension, Polk County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-0ngoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Project manager for the multiphase 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. Services include roadway and structural design services with the completed design of Segment 1 (started by another firm) and a finalized alignment study with final design plans for the design/construction of Segments 2, 4 and 5. The PD&E phase included three (3) alternative conceptual alignments to widen with an accompanying evaluation of the environmental, physical and cultural impacts of the alternative alignments to identify and recommend a preferred alignment, considering impacts and costs, and to prepare preliminary (15%) Line & Grade plans. Project cost: $6,181,426 (utilizing state funding for the PD&E phase)

b.

(1) TITLE AND LOCATION *(City and State)*: **PD&E and Engineering & Design Services for Nova Road (CR532) Widening from US 192 to Future**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Project engineer to provide engineering and design services for the PD&E study for Nova Road Widening extending US 192 4.7 miles to the future Sunbridge Parkway. Alternatives developed for evaluation for the construction of a four-lane divided roadway with multimodal accommodations, associated drainage improvements and storm water ponds, upgrading the Intelligent Transportation Systems (ITS), modification/replacement of two bridges over the canal system, and street lighting. Kimley-Horn will perform the final design phase based on the preferred alignment selected in the study. Project cost: $870K

c.

(1) TITLE AND LOCATION *(City and State)*: **PD&E Widen Suncoast Pkwy (SR589) - S of Van Dyke Rd To SR52 (MP13-29), Wesley Chapel, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Kimley-Horn is conducting a PD&E study to evaluate alternatives for the widening of the Suncoast Parkway from south of Van Dyke Road to north of SR 52, approximately 16 miles. Improvements to the existing interchanges within project limits have been evaluated with alternatives for new interchange access locations. Suncoast Parkway is currently a four-lane (two lanes in each direction) limited access facility, and the study evaluates alternatives of three general toll lanes in each direction for the project limits.

d.

(1) TITLE AND LOCATION *(City and State)*: **PD&E Study for Poinciana Parkway Extension from CR 532 to North of I-4/SR 429 Interchange**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Engineer responsible for the engineering analysis and supporting public involvement elements of this PD&E study that evaluated an extension of the Poinciana Parkway and new I-4 interchange. This project was not completed by FDOT due to the reorganization of the expressway authorities. Project cost: $758K (Completed under budget by $159,495)

e.

(1) TITLE AND LOCATION *(City and State)*: **Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*: Est. 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Lead structural engineer for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Nolan Villatoro, PE, FRSE	Structures	10	3

15. FIRM NAME AND LOCATION *(City and State)*
Kimley-Horn and Associates, Inc. – Orlando, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Civil Engineering Management, North Carolina State University, BS, Civil Engineering, Clemson University	Professional Engineer in FL #93862

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Organizations: American Society of Engineers (ASCE) and Society of Hispanic Professional Engineers (SHPE); **Certifications:** Florida Board Recognized Structural Engineer (FRSE), October 25, 2024

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
PD&E and Engineering & Design Services for Nova Road (CR532) Widening from US 192 to Future

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Project engineer to provide engineering and design services for the PD&E study for Nova Road Widening extending US 192 4.7 miles to the future Sunbridge Parkway. Alternatives developed for evaluation for the construction of a four-lane divided roadway with multimodal accommodations, associated drainage improvements and storm water ponds, upgrading the Intelligent Transportation Systems (ITS), modification/replacement of two bridges over the canal system, and street lighting. Kimley-Horn will perform the final design phase based on the preferred alignment selected in the study. Project cost: $870K

b.

(1) TITLE AND LOCATION *(City and State)*
Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*: Est, 2026

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Structural engineer for the PD&E study and final design for widening four miles of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to maintain federal funding eligibility for future phases. The goals addressed the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity. Environmental tasks include wetland delineation, wetland assessment, protected species assessment, seagrass surveys, mitigation evaluation, environmental documentation, permitting, and agency coordination. Project cost: $13.6M

c.

(1) TITLE AND LOCATION *(City and State)*
Thompson Nursery Road PD&E, Widening and Extension, Polk County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Project structural engineer for the multiphase 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. Services include roadway and structural design services with the completed design of Segment 1 (started by another firm) and a finalized alignment study with final design plans for the design/construction of Segments 2, 4 and 5. The PD&E phase included three (3) alternative conceptual alignments to widen with an accompanying evaluation of the environmental, physical and cultural impacts of the alternative alignments to identify and recommend a preferred alignment, considering impacts and costs, and to prepare preliminary (15%) Line & Grade plans. Project cost: $6,181,426 (utilizing state funding for the PD&E phase)

d.

(1) TITLE AND LOCATION *(City and State)*
PD&E Widen Suncoast Pkwy (SR589), Florida's Turnpike Enterprise, Wesley Chapel, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Kimley-Horn is conducting a PD&E study to evaluate alternatives for the widening of the Suncoast Parkway from south of Van Dyke Road to north of SR 52, approximately 16 miles. Improvements to the existing interchanges within project limits have been evaluated with alternatives for new interchange access locations. Suncoast Parkway is currently a four-lane (two lanes in each direction) limited access facility, and the study evaluates alternatives of three general toll lanes in each direction for the project limits.

e.

(1) TITLE AND LOCATION *(City and State)*
East Selmon Expressway PD&E Study, Tampa Hillsborough Expressway Authority, Tampa, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

x Check if project performed with current firm

Project structural engineer. The Tampa Hillsborough Expressway Authority (THEA) retained Kimley-Horn to conduct a Project Development and Environmental (PD&E) Study to evaluate the needs, costs, and effects of widening the Selmon Expressway from Brorein Street to I-75 to accommodate future traffic, improve travel time reliability, and enhance safety conditions. New ramp connections between the general use lanes and reversible express lanes are also being considered. Kimley-Horn is responsible for all engineering, environmental, and public involvement efforts in support of the PD&E documentation. Project cost: $3M

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Nancy Adams, PE	Traffic Data Collection	34	24

15. FIRM NAME AND LOCATION *(City and State)*

Adams Traffic, Inc.

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Bachelor of Science, Civil Engineering (BSCE)	Florida Professional Engineer

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: District Wide Traffic Operations Studies, FDOT District One, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Current project; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Provide FDOT with professional services for conducting needed traffic operational studies including traffic data collection. AT is sub-consultant responsible for collecting volume and turning movement counts.

b.

(1) TITLE AND LOCATION *(City and State)*: District Wide Statistics - Traffic Counts, FDOT District One, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Current project; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Provide FDOT with professional services by conducting and providing needed roadway statistical information. AT is a sub-consultant responsible for collecting a portion of the annual volume and classification counts.

c.

(1) TITLE AND LOCATION *(City and State)*: District Wide Traffic Data Collection, FDOT District Seven, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Adams Traffic served as the prime consultant on this Traffic Operations project for 6 years, until contract was merged with a studies contract. AT was responsible for collecting various traffic counts and data for traffic operations and safety studies. Nancy served as the project manager and point of contact to the FDOT.

d.

(1) TITLE AND LOCATION *(City and State)*: District Wide Innovative Interchange and Intersection Treatment Studies, FDOT District Seven, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Current project; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Provide FDOT with professional services for conducting needed interchange and intersection treatment studies. AT is the sub-consultant responsible for collecting traffic data including volume, speed and turning movement counts.

e.

(1) TITLE AND LOCATION *(City and State)*: Professional Engineering Services for Traffic & Road Safety Hillsborough County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Current project; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Provide Hillsborough County with professional services for traffic and safety projects. AT serves as the traffic data collection sub-consultant responsible for providing traffic counts and data for the traffic analysis. Counts have included volume, classification, speed, turning movement, and pedestrian counts.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Cindy Rullan, PMP	Utility Coordinator	25	4

15. FIRM NAME AND LOCATION *(City and State)*

Alfka, LLC . Tampa, Florida

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.Sc. Business Administration University of Central Florida - 2014	Project Management Professional - 2023 - PMI

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Sunshine 811 - Associate Member

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Mar Vista Lane - Roadway Improvements
Pinellas County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Ms. Rullan serves as the designated Utility Coordinator for this transportation project. She develops utility conflict matrix and tracks correspondence with the different Utility Agency Owners. Coordination, includes following up with design teams for potential impacts and resolution tracking.

b.

(1) TITLE AND LOCATION *(City and State)*: Sunset Lane - Water and Sewer Extension
Hillsborough County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Ms. Rullan serves as the designated Utility Coordinator for this infrastructure development project, which includes the extension of water mains and sewer mains. Ms. Rullan develops Utility Work Schedules and identifies different construction schedules for the main extensions and potential relocations of telecommunication utilities.

c.

(1) TITLE AND LOCATION *(City and State)*: Cayuga Street Private Development
City of Tampa

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Ms. Rullan provided coordination with Water and Sewer department to provide services for the redevelopment of the industrial property in Cayuga Street, within Drew Park. Coordination includes identifying potential construction schedules from the proposed utilities and the construction work for the private development.

d.

(1) TITLE AND LOCATION *(City and State)*: 95th Street Extension
Largo, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Ms. Rullan is the Utility Coordinator for the extension and realignment of 95th Street. She is responsible for maintaining the utility conflict matrix and developing utility work schedules. Ms. Rullan, prepares and conducts utility conference meetings after each milestone submittal to ensure conflicts are addressed during the design phase.

e.

(1) TITLE AND LOCATION *(City and State)*: Temporary Traffic Control Program Administration - FDOT Central Office
Tallahassee, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Ms. Rullan serves as the Program Coordinator, where she coordinates with different agencies, including utility agency owners, to ensure field crews and design staff have the adequate credentials for the temporary control of traffic within FDOT owned roads during construction activities, including the relocation of utilities.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
D. Wade Brown, SR/WA	Principal	a. TOTAL 32	b. WITH CURRENT FIRM 32

15. FIRM NAME AND LOCATION *(City and State)*
American Acquisition Group, LLC Tampa, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*
B.A. Public Administration, 1991, Elon University

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Cert. Gen. RE Appraiser, FL, #RZ2191
Cert. Gen RE Appraiser, NC, #A8187
RE Broker FL (0588837), TX (0519458), AL (94881-0), NC (270085)
Florida Notary Public #CC802022

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

- Appraisal Institute Associate Member #497613
- Senior Member (SR/WA) International R/W Association (IRWA)
- Certified in Negotiations (R/W-NAC) and Relocation Assistance (R/W-RAC) by IRWA
- Qualified as an expert witness in Circuit Courts of Florida and Probate Courts of Alabama
- Approved appraiser by the Division of State Lands / Dept. of Environmental Protection, Army Corps of Engineers, State of Florida, Counties of Pasco, Manatee, Hillsborough, Brevard, Osceola, Volusia
- Qualified and experienced Project Manager / Relocation Project Manager in accordance with the Uniform Relocation Act by FHWA, Dept. of Transportations in FL, TX, AL, IL, NC, GA, VA
- IRWA Classes 100 (Principles), 103 (Ethics), 105 (URA Exec Summary) 201 (Communications), 205 (Bargaining Negotiations), 207 (Practical Negotiations for US Federal and Federally Assisted Projects) 407 (Contaminated Properties Valuation), 501 (Residential Relocation), 502 (Business Relocation), 503 (Mobile Home Relocation), 504 (Computing RHP's), 506 (Advanced Business Relocation), 801 (US Land Titles),802 (Legal Aspects of Easements), 803 (Eminent Domain Law), 901 (Engineering Plans), 902 (Property Descriptions)
- Appraisal Courses: AB I, AB II; Appraisal Institute Course I320 General Applications; Course 400G General Market Analysis and Highest & Best Use; Business Practices and Ethics; Condemnation Appraising: Principles & Applications; The Appraiser as an Expert Witness: Prep and Testimony; Litigation Appraising Applications; Complex Litigation Appraisal; Property Taxation: Valuation & Consultation Services webinar; Review Theory-General
- Appraisal Seminars: Appraisals of Real Property in Distressed Markets (Appraisal Foundation / American Bankers Association)
- Real Estate Sales and Broker Courses – Bob Hogue School of Real Estate; St. Petersburg, FL (Principles, Practices and Law)
- Real Estate Broker Course – Baylor University; Waco, TX (Principles I and II, Contracts, Agency)

23 CFR 710 Final Rule FHWA Webinar

Include personnel bio
Mr. Brown is the firm's President / CEO responsible for oversight of all operations undertaken by American Acquisition Group. He has 32 years of experience in the right of way/eminent domain field and is qualified as an Acquisition/Relocation Project Manager under the Uniform Act for Departments of Transportation in multiple states, as well as local municipalities throughout Florida. He is a licensed Real Estate Broker in Florida, Texas, Alabama and North Carolina and State Certified General Real Estate Appraiser in the State of Florida, qualified as an expert witness in Florida Circuit Courts for appraisal and acquisition. Mr. Brown is a senior member of the IRWA, certified in Relocation Assistance and Negotiation Acquisitions, Region 6 Sec/Treasurer, the IEC Finance Committee appointed member and former board member to Chapter 26 and the national Right of Way Consultants Council.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
I-275 & SR 60 Tampa Bay Express Lane Project
FDOT District 7 – Tampa, Florida

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2023 | CONSTRUCTION *(If applicable)* N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Role. Project description.
Personally, negotiated to acquire 4 whole take acquisitions, 22 business relocations and 2 ODA billboards in the heart of the Westshore Business District for the ultimate expansion of Interstate 275 as it merges with SR 60 into the Tampa International Airport. All parcels were represented by noted eminent domain attorneys in the Tampa Bay area, valued in excess of $25 million and were acquired pre-suit within 12 months and within budget. The parcels included an industrial business, a large commercial payroll headquarters and multi-tenant executive office center that entailed all the different elements of business relocation eligibility afforded under the URA / FDOT guidelines.

b.

(1) TITLE AND LOCATION (City and State)
Districtwide Acquisition / Relocation Contract & GEC subcontract District 1, 2, 3, 4, 7, Turnpike

(2) YEAR COMPLETED: PROFESSIONAL SERVICES Current | CONSTRUCTION (If applicable) N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm

Role. Project description. Fees: $50 million
Project Manager on miscellaneous contracts with these districts since 1999. Services also included business damage review, land planning, transportation services, architectural services, appraisal, cost estimating and graphics. Task orders issued to date involved providing in house agents, property management assistance in disposing of surplus property, acquisition negotiations and relocation services on miscellaneous projects throughout the district, appraisal reports and business damage review. Responsibilities included oversight of all work submitted to DOT on each task, contract compliance and subconsultant management. Reference:
Cathy Gardyasz, District 1 (863) 519-2366 (2 Continuing Services Contracts)
Charles Fish, District 2 (386) 961-7494 – (GEC subcontract to Atkins Global)
Carlos Martinez, District 4 (954) 777-4564 – (2 Continuing Services Contracts)
Lauren Clifton, District 5 (386) 943-5048 – (2 Continuing Services Contract)
Bill McTeer, District 7 (813) 975-6735 – (GEC subcontract to HDR)
Alison Stettner, Turnpike (407) 532-3999 – (GEC subcontract to HNTB; Misc. contract; Gen. Ser. Contract)

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c.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm **Role.** Project description. **Fees:** $xxxxxx		
d.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm **Role.** Project description. **Fees:** $xxxxxx		
e.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm **Role.** Project description. **Fees:** $xxxxxx		

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Steve Cross	Sr. Appraiser	36	4

15. FIRM NAME AND LOCATION *(City and State)*
American Acquisition Group, LLC Tampa, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*
University of Central Florida
Bachelor of Science Degree in Business Administration
Majoring in Finance, 1983

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Certified General RE Appraiser _FL #RZ2405
Certified General RE Appraiser _NC #A8355
RE Broker _FL #BK149670
RE Broker _NC #BK307217

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Senior Member of IRWA, Right of Way Professional (SR/WA)
Member of IRWA, Chapter 26 International Director -Current

Include personnel bio

Mr. Cross has 36 years of experience in all aspects of appraising properties for government agencies and individuals. Effective management of small and large-scale projects for cities, counties, DOT, IRS and private individuals including transportation and engineering services, planning, right-of-way acquisition and appraisal services, eminent domain and expert witness testimony. Appraised properties for airports, road projects, storm water drainage, public utilities, sewer and water easements, rapid infiltration basins, Fire Administration facility, fire station sites and various Parks and Recreation Division sites.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
a.	Polk Regional Water Cooperative Polk County, Florida	2020	N/A
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm **Role.** Project description. **Fees:** $ Cost Estimate for 685 parcels		
b.	(1) TITLE AND LOCATION *(City and State)* FDOT District 7 Tampa, Florida	2020	N/A
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm **Role.** Project description. **Fees:** Cost Estimate for 50 from US 301 to Hernando/Sumter County		
c.	(1) TITLE AND LOCATION *(City and State)* Central Florida Expressway, (CFX),	2019	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm **Role.** Project description. **Fees:** $ Osceola Parkway Extension-Southport Connector, Cost Estimate for 184 parcels		
d.	(1) TITLE AND LOCATION *(City and State)* Sarasota School district Sarasota, Florida	2019	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm **Role.** Project description. **Fees:** $ Appraisal for West Village Proposed School Site Tract 1, Appraisal for West Village Proposed School Site Tract 2, Appraisal of Existing K-8 School Site in West Village		
e.	(1) TITLE AND LOCATION *(City and State)* Hillsborough County Aviation Authority Office Tampa International Airport property Tampa, Florida	2019	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm **Role.** Project description. **Fees:** $ Appraisal of Jet Fuel Line for License Agreement		

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Craig Bouffard, PLS	Senior Survey Project Manager	41	14

15. FIRM NAME AND LOCATION *(City and State)*

SAM Surveying And Mapping, LLC, Tampa, Florida

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
	Florida Registered Professional Land Surveyor # LS5163

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Florida Department of Transportation District 7
District Wide Survey Support Services Contract CAB59

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021 - 2026	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

SAM serves as Prime Consultant, and Craig serves as Lead Project Manager, directing and overseeing all aspects of surveying operations. SAM is providing Topographic, Boundary & Design Surveys, Legal descriptions, ROW Maps, ROW Control Surveys, Wetland Delineation Surveys, Geodetic Control Surveys, GPS and Aerial Photogrammetry Control. Fee: $1,500,000.00

b.

(1) TITLE AND LOCATION *(City and State)*
Florida Department of Transportation District 7
District Wide Survey Support Services Cont. Services Contract CAS34

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2024 - 2029	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

SAM serves as Prime Consultant, and Craig serves as Lead Project Manager, directing and overseeing all aspects of surveying operations. SAM is providing Topographic, Boundary & Design Surveys, Legal descriptions, ROW Maps, ROW Control Surveys, Wetland Delineation Surveys, Geodetic Control Surveys, GPS and Aerial Photogrammetry Control. Fee: $1,500,000.00

c.

(1) TITLE AND LOCATION *(City and State)*
Florida Department of Transportation District 7
District Wide TB Next Survey Support Services Contract CAT05

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2024 - 2029	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

SAM serves as Prime Consultant, and Craig serves as Lead Project Manager, directing and overseeing all aspects of surveying operations. SAM is providing Topographic, Boundary & Design Surveys, Legal descriptions, ROW Maps, ROW Control Surveys, Wetland Delineation Surveys, Geodetic Control Surveys, GPS and Aerial Photogrammetry Control. Fee: $5,000,000.00.

d.

(1) TITLE AND LOCATION *(City and State)*
Collier Parkway Intersections Signalization Improvements
Pasco County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2017	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

SAM served as sub consultant, and Craig served as Project Manager, directing and overseeing all aspects of SUE operations. SAM provided SUE Designation and Excavation services for Collier Pkwy. intersections at Killington Blvd. (TRA000) Hale Rd. (ED016-0007), and Bell Lake Rd. (TRA000). SUE fee $10,400.00.

e.

(1) TITLE AND LOCATION *(City and State)*
Seven Springs Blvd. at Mitchell Ranch Rd. Traffic Signalization
Pasco County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

SAM served as sub consultant, and Craig served as Project Manager, directing and overseeing all aspects of SUE operations. SAM provided SUE Designation and Excavation services at proposed signal pole foundation locations. SUE fee $6500.00.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jason Hill, PSM	Surveyor/Quality Control	36	5

15. FIRM NAME AND LOCATION *(City and State)*

SAM Surveying And Mapping, LLC, Tampa, Florida

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
A.S., Edison Community College	Florida Registered Professional Land Surveyor # LS6008

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Membership - Florida Surveying and Mapping Society

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: SR 10 from US90 to Santa Rosa County Line
Santa Rosa County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

SAM served as a Prime Consultant, and Jason served as Survey Project Manager, responsible for contract / project management oversight, scheduling and final review of deliverable to FDOT specifications. Project included topographic design survey and Right of Way Maps production. Survey fee $293,236.00.

b.

(1) TITLE AND LOCATION *(City and State)*: SR 8 from West of Wilkerson Bluff Rd to East of Yellow River
Okaloosa County

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

SAM served as a Prime Consultant, and Jason served as Survey Project Manager, responsible for contract / project management oversight, scheduling and final review of deliverable to FDOT specifications. Project included topographic design survey and Right of Way Maps production. Survey fee $ 589,874.00

c.

(1) TITLE AND LOCATION *(City and State)*: SR 20 from CR 883 (Madison St.) to SR 81 Resurfacing
Walton County

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 | CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

SAM served a sub consultant, and Jason served as Survey Project Manager, responsible for contract / project management oversight, scheduling and final review of deliverable to FDOT specifications. Project included topographic design survey.

d.

(1) TITLE AND LOCATION *(City and State)*: Woodham Rd. over Creek Relief, Holmes County
Bridge Replacement

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

SAM served a sub consultant, and Jason served as Survey Project Manager, responsible for contract / project management oversight, scheduling and final review of deliverable to FDOT specifications. Project included topographic design survey and Right of Way Control Survey production. Survey fee $132,000.00.

e.

(1) TITLE AND LOCATION *(City and State)*: Horse Barn Rd. over Unnamed Branch, Holmes County
Bridge Replacement

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

SAM served a sub consultant, and Jason served as Survey Project Manager, responsible for contract / project management oversight, scheduling and final review of deliverable to FDOT specifications. Project included topographic design survey and Right of Way Control Survey production. Survey fee $115,000.00.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Steven L. RabbySmith, MA, RPA	Cultural Resources-Archaeologist	30	10

15. FIRM NAME AND LOCATION (City and State)
Southeastern Archaeological Research, LLC (SEARCH) (Pensacola, FL - Remote)

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
MA, Historic Preservation. BA, History. University of West Florida	Register of Professional Archaeologists #16168

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
30 years of experience in various aspects of cultural resources including all phases of prehistoric and historic archaeological field investigations, historic architectural surveys, artifact analysis, historic research, and cultural resources disaster preparation and mitigation. His research interests includes human settlement pattern analysis and the historic and prehistoric cultures of coastal AL, FL, and MSi. He has worked in a supervisory capacity in the southeastern US, all phases of archaeological investigation. He received his master's degree in 2006 and his bachelor's degree in 1993, both from the University of West Florida. His qualifications exceed those set forth by the *Secretary of the Interior's Stds and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42).

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Cultural Resource Desktop Analysis/Support of the Proposed Tower Rd Realignment from West of US 41 to East of US 41, Pasco County, FL	2023	N/A

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm

Project Manager, Cultural Resource Desktop Analysis in support of the Proposed Tower Road Realignment from West of Sunlake Boulevard to East of US 41 in Pasco County, Florida. The analysis was intended to assist Pasco County to identify potential cultural resource issues that may be impacted by the realignment project. The desktop review identified eight historic buildings and one resource group. In addition, a review of Pasco County property appraiser's database found 41 parcels within the study area that contained unrecorded buildings of historic age (pre-1980). The study determined that the potential for precontact (Native American) archaeological sites ranged from low to high. The potential for historic archaeological sites within the study area was determined to range from moderate to high. Conducted for American Consulting Engineers of Florida, LLC. and Pasco County.

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Cultural Resource Assessment Survey Update for the Overpass Rd and I-75 Interchange project Pond SMF 3-1, Pasco County, FL	2020	N/A

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm

Principal Investigator, FM #432734-2. The archaeological survey of the 2.84-acre pond site included 19 shovel tests resulting in the documentation of previously recorded prehistoric archaeological site (8PA02038) and two archaeological occurrences. The architectural survey confirmed that the previously documented historic linear resource, 8PA02847 (Overpass Road), was within the Overpass Road Pond SMF 3-1 APE. As this resource was recently documented and evaluated in July 2019, and no further documentation of 8PA02847 was prepared. Conducted for American Consulting Professionals, LLC. the FDOT District Seven.

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Phase II Archaeological Testing of Site 8PA02993 for the Overpass Road and I-75 Interchange Re-Evaluation Project, Pasco County, FL	2020	N/A

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm

Principal Investigator, Served as the Principal Investigator responsible for close interval subsurface testing, laboratory analysis, and technical report preparation. The evaluation involved close interval subsurface, laboratory analysis, and technical report preparation. The Phase II evaluative testing of the 0.76-acre section of Site 8PA02993 resulted in the recovery of a large volume of non-diagnostic lithic debitage, a few diagnostic prehistoric ceramics, and one diagnostic projectile point/knife (PPK); no cultural features were identified. Due to lacking intact cultural deposits and significant disturbance, the portion of 8PA02993 in the project footprint was ineligible for the NRHP. Conducted for AECOM and Pasco County.

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Phase I Cultural Resource Assessment for US 98 from South of CR 575/Trilby Rd to North of CR 575/Trilby Rd Roundabout, Pasco County, FL	2019	N/A

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm

Principal Investigator, FM #442862-1 and FM #442862-2. The archaeological survey of the 0.46-mile APE was limited to a pedestrian survey and surface inspection. The architectural survey resulted in the identification and evaluation of one previously recorded historic structure (8PA02275) and seven newly recorded historic structures (8PA03107-8PA03113). Conducted for Atkins for the FDOT District Seven.

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Cultural Resource Assessment Survey Update for the Overpass Road and I-75 Interchange, Pasco County, FL	2019	N/A

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm

Principal Investigator, FM # 432734-2. This work encompassing 17.44 acres was completed to support design changes developed since the previous investigation, including alignment changes and relocation and addition of five pond and floodplain compensation sites. The survey included a pedestrian survey resulting in six surface artifact finds and 38 shovel tests, of which 33 were positive for cultural material. As a result, three previously recorded precontact archaeological sites (8PA00464, 8PA00465, and 8PA02993) were updated. Conducted for URS Corporation Southern as AECOM Affiliate for Pasco County.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Alexis Thomas, MA	Lead Architectural Historian	a. TOTAL 16	b. WITH CURRENT FIRM 4 month

15. FIRM NAME AND LOCATION (City and State)
Southeastern Archaeological Research, LLC (SEARCH) (Sparks, NV - Remote)

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
MS, Urban Studies with GIS Emphasis. University of New Orleans, MS, Preservation Studies. Tulane University, BA, Art History BFA, Fine Art. Eastern Washington University	NA

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
16 years of experience in the field of cultural resource management and has completed Section 106, Section 110, and due diligence projects across the US. As an Architectural Historian, her work includes built environment inventories and completion of complex management and agreement documents. These projects have encompassed a wide variety of resource types, including residential communities, religious buildings and cemeteries, airports, military installations and individual facilities, dams, and linear resources such as bridges, irrigation canals, railroads, roads and highways, and transmission lines. Her qualifications exceed those set forth by the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42).

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)
Environmental Impact Statement Cultural Resources Support for the SpaceX Starship and Super Heavy Launch Vehicle at Kennedy Space Center, Brevard County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025 — CONSTRUCTION (If applicable): N/A

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm

Lead Architectural Historian, SEARCH completed a windshield architectural history survey on behalf of Leidos in support of developing an Environmental Impact Statement (EIS) evaluating the potential impacts on historic resources as a result of the proposed infrastructure construction and ground, launch, and reentry operations associated with the SpaceX Starship Super Heavy launch vehicle at Launch Complex 39-A (LC-39A) to support compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA). Conducted for Leidos for SpaceX.

b.

(1) TITLE AND LOCATION (City and State)
Historic Structures Survey for Harborside Development at Hidden Harbour, Pompano Beach, Broward County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 — CONSTRUCTION (If applicable): N/A

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm

Architectural Historian, The project involved a built environment survey and analysis of resources that may be impacted by the proposed construction of the Harborside Development, a Department of Housing and Urban Development project. Harborside Development included a three-story, four-story, six-story, eight-story, and nine-story building, with additional on-site improvements. Ms. Thomas was responsible for the development of the Area of Potential Effects (APE), the reconnaissance survey of the project area, the documentation and evaluation of eight resources, and the assessment of effects on any eligible resources as part of consultation under Section 106 of the National Historic Preservation Act (NHPA) of 1966. Conducted for Gulf South Research Corporation for Walker & Dunlop.

c.

(1) TITLE AND LOCATION (City and State)
Section 110 Architectural Survey of 70 Historic Structures at Whiting Field, Escambia County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 — CONSTRUCTION (If applicable): N/A

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm

Architectural Historian, Section 110 Architectural Survey of 70 Historic Structures at Whiting Field, Escambia County, Florida. Ms. Thomas was responsible for conducting a historic resources survey of the built environment in compliance with Section 110 of the National Historic Preservation Act (NHPA) of 1966, as amended, for Whiting Field. She conducted an assessment and evaluation of structures that had reached 45 years of age, or older, and had not been previously evaluated; were considered a Cold War-era resource and were potentially eligible for inclusion in the National Register under Criteria Consideration G; and were considered a historic or cultural landscape. Conducted for Gulf South Research Corporation for Whiting Field (NAVFAC Southeast).

d.

(1) TITLE AND LOCATION (City and State)
Section 110 Architectural Survey of 75 Historic Structures at Naval Air Station Pensacola, Escambia County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 — CONSTRUCTION (If applicable): N/A

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm

Architectural Historian, Ms. Thomas s was responsible for conducting a historic resources survey of the built environment in compliance with Section 110 of the National Historic Preservation Act (NHPA) of 1966 for Naval Air Station Pensacola (NAS Pensacola), including the areas of Corry Station and Saufley Field. She conducted an assessment and evaluation of structures that had reached 45 years of age, or older, and had not been previously evaluated; were considered a Cold War-era resource and were potentially eligible for inclusion in the National Register under Criteria Consideration G; and were considered a historic or cultural landscape. Conducted for Gulf South Research Corporation for Naval Air Station Pensacola (NAVFAC Southeast).

e.

(1) TITLE AND LOCATION (City and State)
Cultural Resources Survey-11.3 Acres for the Proposed I-49 South, Rte US 90 Expansion Location at Verot School Rd, Layfette Parish, LA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 — CONSTRUCTION (If applicable): N/A

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm

Architectural Historian, The survey was conducted for the Louisiana Department of Transportation and Development (DOTD), on behalf of the Federal Highway Administration (FHWA). Conducted for Gulf South Research Corporation for Louisiana Department of Transportation.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Kevin H. Scott, P.E.	**Senior Geotechnical Engineer**	**23**	**16**

15. FIRM NAME AND LOCATION *(City and State)*

Tierra, Inc., Tampa, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
B.S., Civil Engineering	**Florida Professional Engineer, License No. 65514**

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Kevin has 23 years of experience in geotechnical investigation and evaluation for roadway and bridge design, industrial, commercial, high-rise and residential projects throughout Florida. His experience includes FDOT highway and bridge studies, shallow foundation design, settlement evaluations, retaining wall design, sinkhole remedial repair and ground subsidence evaluations. Kevin's expertise also includes the design of deep foundation systems, cross-hole sonic logging, drilled shaft installation and compaction grouting requirements for deep subsoil improvement.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ridge Road Extension Phase 2B from Sunlake Boulevard to US 41 Pasco County, Florida	**2024**	**N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Geotechnical Engineer of Record. The project consists of a Progressive Design-Build to provide preconstruction and construction services to complete the design and construction of the Ridge Road Extension Phase 2B from Sunlake Boulevard to US 41 in Pasco County. The design of the new roadway will include a four-lane divided urban typical section with associated walls and drainage, a new bridge crossing over CSX, a new traffic signal at Sunlake Boulevard, new traffic signal and intersection modifications at US 41, and stormwater improvements. Kevin provided preliminary geotechnical input to the design team to assist in the design of the proposed roadway improvements.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Connerton Pedestrian Trail Pasco County, Florida	**2022**	**N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Geotechnical Engineer of Record. The project included a new pedestrian trail between Pleasant Plains Parkway and Southern Charm Drive. Portions of the trail will be constructed as boardwalks supported by timber piles. Tierra performed a subsurface exploration consisting of borings, subsurface sampling and field testing at locations along the proposed trail alignment. Kevin provided geotechnical recommendations to support the design of the boardwalk sections of the trail.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ridge Road Extension Phase 1 Pasco County, Florida	**2020**	**N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Geotechnical Engineer of Record. Tierra completed services to evaluate a subsidence feature that occurred during construction along the Ridge Road extension near Station 135+80 in Pasco County. The depression was reported to be oval in shape and about 7' x 4'. Tierra performed a subsurface exploration consisting of three (3) Standard Penetration Test (SPT) borings within the vicinity of the observed depression. Kevin provided geotechnical recommendations for remediation of the subsidence feature.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Old Pasco Road Near Term Road Safety Improvements Pasco County, Florida	**2020**	**N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Geotechnical Engineer of Record. The project consisted of proposed improvements to Old Pasco Road from north of CR 54 to north of Foamflower Boulevard in Pasco County. The improvements included widening of Old Pasco Road between Stations 9+00 to 16+00 RT. Kevin provided geotechnical input to assist in the design and construction of the proposed roadway improvements.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
County Line Road Sidewalk Improvements Pasco County, Florida	**2018**	**N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Senior Geotechnical Engineer. The project consisted of preparing construction plans for the proposed improvements to County Line Road near the intersection of Northwood Palms Boulevard in Pasco County. The project included the construction of approximately 1,600 lineal feet of a proposed new 6-foot sidewalk. The sidewalk expansion included the widening of one (1) bridge structure located along County Line Road over Trout Creek in order to facilitate pedestrian traffic. Kevin provided geotechnical input for the proposed sidewalk and bridge structure widening.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Marc Novak, Ph.D., P.E.	**Senior Geotechnical Engineer**	**20**	**19**

15. FIRM NAME AND LOCATION *(City and State)*

Tierra, Inc. (Tampa, Florida)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Ph.D., Civil Engineering, University of Florida, M.S., Civil Engineering, University of Florida, B.S., Civil Engineering, University of Florida	**Professional Engineer, Florida No. 67431**

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Marc has 20 years of experience working in the field of geotechnical and materials engineering. He has an M.S. degree in geotechnical engineering studying the effects of lateral impact loads on bridges, and a Ph.D. where he conducted doctoral research specializing in Superpave asphalt pavement mechanics. Marc has extensive experience on a wide variety of transportation projects throughout Florida.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Ridge Road Extension Phase 2B from Sunlake Boulevard to US 41 Pasco County, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: **2024 - ongoing**; CONSTRUCTION *(If applicable)*: **N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

The project consisted of a Progressive Design-Build contract to provide preconstruction and construction services to complete the design and construction of the Ridge Road Extension Phase 2B in Pasco County. The design of the new roadway included a four-lane divided urban typical section with associated walls and drainage, new bridge crossings over FGT/CSX and the 5-mile creek, new traffic signals at Sunlake Boulevard, new traffic signals and intersection modifications at US 41, a 24-inch water main and a 20-inch reclaimed water main. Tierra provided geotechnical input to the design team to assist in the design of the proposed roadway improvements.

b.

(1) TITLE AND LOCATION *(City and State)*: **Old Pasco Road from North of Deedra Drive to North of Coyote Way Pasco County, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: **2020-2022**; CONSTRUCTION *(If applicable)*: **N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Senior Geotechnical Engineer. The project consisted of the reconstruction and widening of Old Pasco Road from North of Deedra Drive to North of Coyote Way in Pasco County. The improvements include the construction of a four-lane divided urban facility within the project limits and provide approximate transitions at both ends of the project limits to match the existing conditions of Old Pasco Road. The project also includes stormwater pond sites, retaining walls and signalization improvements. Tierra provided geotechnical input to support the project's design.

c.

(1) TITLE AND LOCATION *(City and State)*: **I-75 (SR 93) at Overpass Road Interchange FDOT District 7, Pasco County, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: **2020**; CONSTRUCTION *(If applicable)*: **N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Senior Geotechnical Engineer. The project consisted of preparing construction plans to construct an interchange at I-75 (SR 93) and Overpass Road in Pasco County. The scope of the project includes improvements to Boyette Road, Old Pasco Road, Blair Road and McKendree Road as well as newly constructed I-75 ramps, an access road, replacing the Overpass Road bridge structure over I-75 and a proposed Flyover bridge from westbound Overpass Road to southbound I-75. Tierra provided geotechnical input for the design of the proposed roadway improvements and the proposed I-75 ramps.

d.

(1) TITLE AND LOCATION *(City and State)*: **Asbel Road Extension, Pasco County, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: **2018**; CONSTRUCTION *(If applicable)*: **N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Geotechnical Engineer of Record. The project site is located South of New London Avenue and West of Litzau Lane at the southbound terminus of Asbel Road in Pasco County. The project consisted of preparing construction plans for the proposed extension of Asbel Road from its current terminus at New London Avenue to Litzau Lane. The new segment of Asbel Road will be a two-lane undivided urban roadway with a sidewalk on the west side, consistent with the existing segments of Asbel Road. Tierra provided geotechnical input to the design team for the design of the proposed roadway extension.

e.

(1) TITLE AND LOCATION *(City and State)*: **I-75/SR 56 Interchange from East of CR 54 to West of Cypress Ridge Blvd. FDOT District 7, Pasco County, Florida**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: **2016-2017**; CONSTRUCTION *(If applicable)*: **N/A**

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Senior Geotechnical Engineer. The project consisted of reconfiguring the current interchange at I-75/SR 56 from a standard diamond interchange to a diverging diamond interchange (DDI). Widening of the ramps as well as the SR 56 mainline was proposed as part of this project. Tierra provided geotechnical input to the design team to assist in the design of the proposed roadway improvements.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Valerie Ciudad-Real	**Senior Community Outreach Specialist**	33	18

15. FIRM NAME AND LOCATION *(City and State)*
The Valerin Group, Inc. | Tampa, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
High School Diploma and Some College Coursework	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
During Valerie's 33-year career, she has developed and implemented hundreds of public participation programs and communication plans for public sector clients, including the Florida Department of Transportation (FDOT), municipalities, expressway and transit authorities, planning organizations, and counties. Valerie serves as a communications manager responsible for overseeing assigned staff and public engagement and outreach activities and also leads Valerin's QA/QC program. Valerie's leadership and commitment to excellence guide the Valerin team to perform to the highest standards on behalf of their clients.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Districtwide PD&E Support Services
(FDOT District Seven, Districtwide FL)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* **AND SPECIFIC ROLE** ☒ Check if project performed with current firm

This task order PD&E contract includes evaluating and/or documenting transportation capacity, engineering feasibility and the social, cultural, economic and environmental impacts of transportation improvements or systems. As a subconsultant, Valerin is responsible for assisting with public involvement efforts and activities which include development and implementation of events, public hearings, informational meetings, stakeholder collaboration, video and slide presentation production, as well as audiovisual and visual aid preparations. Valerie is responsible for oversight of assigned Valerin staff issued assignments and performing QA/QC for project deliverables.

b.

(1) TITLE AND LOCATION *(City and State)*
SR 589 (Suncoast Parkway) Widening PD&E Study
(Hillsborough and Pasco Counties, FL)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* **AND SPECIFIC ROLE** ☒ Check if project performed with current firm

FTE identified the need for capacity improvements and potential new and/or modified interchanges along the Suncoast Parkway (SR 589) from south of Van Dyke Road to SR 52 in Hillsborough and Pasco Counties. Improvements to the existing interchanges within the project limits will be evaluated as well as alternatives for new interchange access locations, which are to be determined. Alternatives will include Build alternatives and the No-Build alternative. Build alternatives along the mainline of the Suncoast Parkway (SR 589) shall include four general toll lanes in each direction from south of Van Dyke Road to SR 54 and three general toll lanes in each direction from SR 54 to SR 52. Recommendations for potential phased implementation will be included as part of the alternative's analysis process. Alternatives for consideration of one new interchange access location will also be prepared. Valerie serves as a senior outreach specialist responsible for providing public involvement support and performing QC/review of project collateral developed by Valerin.

c.

(1) TITLE AND LOCATION *(City and State)*
Lithia Pinecrest Road PD&E Study from Fishhawk Boulevard to Lumsden Road and Bloomingdale Avenue from Culbreath Road to Pearson Road
(Brandon, FL)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* **AND SPECIFIC ROLE** ☒ Check if project performed with current firm

The purpose of the study is to relieve congestion and enhance safety on Lithia Pinecrest Road. The study will identify and evaluate potential improvements to Lithia Pinecrest Road from Fishhawk Boulevard to Lumsden Road and on Bloomingdale Avenue from Culbreath Road to Pearson Road. Valerie provides oversight of public involvement activities and performs the QC/review of developed collateral materials.

d.

(1) TITLE AND LOCATION *(City and State)*
US 98 (SR 35) PD&E Study from West Daughtery Road to North of West Socrum Loop Road (Lakeland, FL)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* **AND SPECIFIC ROLE** ☒ Check if project performed with current firm

This study analyzed the need for roadway improvements, including bicycle, pedestrian, capacity, and safety. Widening the roadway from four to six lanes will improve capacity and provide the opportunity to improve non-motorized mobility for future complete streets corridor planning. Adding bicycle lanes and improving sidewalks throughout the corridor will enhance safety by reducing the number of vehicular crashes involving bicyclists and pedestrians. Valerie provides public involvement support and performs the QC review of all developed collateral prepared by Valerin.

e.

(1) TITLE AND LOCATION *(City and State)*
Palmetto Trails Network Plan PD&E Study
(Palmetto, FL)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* **AND SPECIFIC ROLE** ☒ Check if project performed with current firm

The trail is one of six transportation improvements proposed in Manatee County's BUILD grant application, known collectively as the Palmetto Trails Network Plan (PTNP). The purpose of the PTNP is to re-establish multimodal, community connections throughout the City of Palmetto that were previously affected during the construction of US 41. The study is currently evaluating the Middle Section which includes trail segments between the Manatee County Area Transit Center, Palmetto Youth Center, Dr. Martin Luther King Jr. Trail, Lincoln Memorial Middle School, and Lincoln Park (Coach Eddie Shannon Park) as well as the Northern Section which includes the development of trail segments connecting Lincoln Park (Coach Eddie Shannon Park) and Washington Park through the neighborhoods just east of US 41. Valerie manages public involvement staff and activities for this study.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Catherine Winter, PE	**Senior Community Outreach Specialist**	22	3

15. FIRM NAME AND LOCATION *(City and State)*
The Valerin Group, Inc. | Tampa, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Civil Engineering, University of Florida	Florida Professional Engineer #64676

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Catherine brings professional experience in the transportation field ranging from preparing design plans, analyzing conceptual alignments for PD&E projects, developing, and implementing public involvement plans and strategies for FDOT. Catherine has developed and implemented numerous public involvement and community awareness plans and currently serves as Valerin's public involvement manager responsible for overseeing public involvement activities. Her passion lies with educating and engaging with residents, community leaders, and stakeholders, and her understanding of the technical aspects of transportation improvement projects and attention to detail are invaluable to Valerin and its clients.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
SR 589 (Suncoast Parkway) Widening PD&E Study (Hillsborough and Pasco Counties, FL)	Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* **AND SPECIFIC ROLE** ☒ Check if project performed with current firm

This study will evaluate alternatives for the widening of the Suncoast Parkway, from four lanes to eight lanes between south of Van Dyke Road and SR 54 and from four lanes to six lanes between SR 54 and SR 52. Improvements to the existing interchanges and a potential interchange within the study corridor will be evaluated. Catherine is responsible for supporting the Prime with all public involvement efforts including development of the Public Involvement Plan (PIP) and project collateral as well as planning an Alternatives Public Involvement Meeting and Public Hearing.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
SR 54 Resurfacing from Virginia City Drive to Old Millpond Drive (New Port Richey, FL)	2023	2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* **AND SPECIFIC ROLE** ☒ Check if project performed with current firm

As a part of the resurfacing project, FDOT is closing the existing left-turn median opening on SR 54 just east of Rowan Road to improve safety for drivers. The traffic signal at Rowan Road was upgraded, minor drainage improvements, and signing/pavement markings were also part of this project. Valerin led the public information efforts. Catherine served as the lead senior community outreach specialist and was responsible for developing the public involvement collateral including the PowerPoint presentation, attending the drive-thru public meeting, and conducting the mailout to stakeholders.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Districtwide PD&E Support Services (FDOT District Seven, Districtwide FL)	Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* **AND SPECIFIC ROLE** ☒ Check if project performed with current firm

This task work order PD&E contract includes evaluating and/or documenting transportation capacity, engineering feasibility and the social, cultural, economic and environmental impacts of transportation improvements or systems. Valerin is responsible for assisting with public involvement efforts and activities which include development and implementation of events, public hearings, informational meetings, stakeholder collaboration, video and slide presentation production, as well as audiovisual and visual aid preparations. Catherine is responsible for leading the public involvement efforts for Valerin.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Lithia Pinecrest Road PD&E Study from Fishhawk Boulevard to Lumsden Road and Bloomingdale Avenue from Culbreath Road to Pearson Road (Brandon, FL)	Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* **AND SPECIFIC ROLE** ☒ Check if project performed with current firm

This project will widen approximately 2.3 miles of Erie Road from two lanes to four lanes (two in each direction). The four travel lanes will be separated by a 22-foot-wide raised median and curb and gutter on both sides. This segment also includes a 12-foot-wide shared use path on the south side of Erie Road. This project involves the construction of two roundabouts at Harrison Ranch Road and at Sawgrass Road. Additional enhancements include street lighting installed in the median and construction of a fully closed drainage system with stormwater ponds. Catherine is responsible for leading public involvement activities including development of the Public Engagement and Community Outreach Plan, responding to inquiries on behalf of Manatee County, and coordinating public meetings.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Fort Hamer Road PD&E Study from Upper Manatee River Road to US 301 (Bradenton, FL)	Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* **AND SPECIFIC ROLE** ☒ Check if project performed with current firm

The purpose of this study is to enhance safety, improve traffic operations, provide multimodal access, and meet future transportation demands in Manatee County. Alternatives to be evaluated include widening the existing two-lane roadway to a four-lane roadway with a raised median and enhanced multimodal accommodations for all users. Catherine is responsible for leading public involvement activities including development of the Public Involvement Plan (PIP) and project collateral as well as planning an Alternatives Public Involvement Meeting and Public Hearing.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL	6/2023	Final Design Est. 2026

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Manatee County 1112 Manatee Avenue West 4th Floor Bradenton, FL 34205	Alissa Powers Environmental Program Manager	941.742.5980 Alissa.powers@mymanatee.org

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This project involves widening the existing two-lane, undivided Fort Hamer Road to four lanes from Upper Manatee River Road to US 301, approximately four miles, within unincorporated Manatee County. The bridge (Bridge #134123), included within the project limits, carrying Fort Hamer Road across the Manatee River, is also proposed to be widened to four lanes. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to FDOT standards to maintain federal funding eligibility for future phases. The goal of this project is to address the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity within the area.

Fort Hamer Road provides a crucial north-south connection across the Manatee River as one of four crossings of the river. It also runs adjacent and parallel to I-75, serving as a potential north-south alternate route to I-75 during periods of congestion and major traffic-related incidents. Fort Hamer Road is classified as "Minor Arterial" and consists of two undivided 12-foot lanes along most of the corridor. An open drainage system with grass swales provides stormwater conveyance along both sides of the existing roadway. The posted speed limit is 45 miles per hour (mph), and the context classification is C3R-Suburban Residential. The existing fixed span bridge along Fort Hamer Road consists of two undivided 12-foot lanes. It was constructed in 2017 and is in good condition. The existing clearances of the main bridge span include a minimum 26-foot vertical clearance above mean high water and a minimum 75-foot horizontal clearance measured perpendicular to the navigable channel of the Manatee River. The proposed project is not anticipated to alter the existing navigable channel required clearances.

A continuous five-foot sidewalk is present on the east side of Fort Hamer Road from the southern project limit across the bridge. North of the bridge, a continuous five-foot sidewalk is present on the west side of the road to the northern project limit. Intermittent sidewalks also occur on the east side of the road north of the bridge. Designated five-foot bicycle lanes are present along the road and bridge for the project's length.

Additional ROW is anticipated to accommodate the proposed improvements. ROW needs will be determined during the PD&E Study.

ENVIRONMENTAL: Environmental tasks for the PD&E Study included evaluation of existing conditions, habitat assessment, wetland assessments, evaluation of potential occurrence of protected species and protected resources including essential fish habitat, seagrass, eastern black rail, and gopher tortoises, NEPA documentation including the Natural Resources Evaluation, State Environmental Impact Report, and Preliminary Engineering Report, agency coordination with SWFWMD, USACE, USCG, and USFWS. Environmental tasks for the design and permitting phase include wetland delineation, mitigation planning, environmental permitting, and agency coordination.

TEAM MEMBERS: Shari Barnwell, PE (Project Manager-Bridge and Road Design), Cris Schooley, PE (Project Manager-PD&E Study), Alejandro Mendez, PE, Joseph Roberts, PE, Barry Switzer, PE, Andrew Stastny, PE, Sarah Johnson, CE, Andrew Gregg, PE, RSP1, Gary Nadeau, PE Jeff Hemphill, CNRP, Bill Spinner, PG, Tori Bachelor, WSP Shaleese Pitterson, Basit Ali, PE, Michael Garau, PE, Nolan Villatoro, PE, Mason Hoke, EI

TOTAL PROJECT COST: $13,586,122.65

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Kimley-Horn and Associates, Inc	Tampa, Orlando, West Palm Beach, Sarasota, FL	Project Management, Design, Engineering, PD&E Studies
b.	The Valerin Group	Tampa, FL	Public Involvement
c.	Tierra, Inc.	Tampa, FL	Geotechnical Services
d.	Adams Traffic, Inc.,	Tampa, FL	Traffic Data Collection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
PD&E and Engineering & Design Services for Nova Road (CR532) Widening from US 192 to Future Sunbridge Parkway	2/2023-2025	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Osceola County Transportation & Transit Development 1 Courthouse Sq # 3100 Kissimmee, FL 34741	Stephanie Underwood, In-House Consultant for Osceola County	407.742.0565 stephanie.underwood@osceola.org

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Osceola County selected Kimley-Horn to provide engineering and design services for the PD&E study for Nova Road Widening. Project limits extend from US 192 to the future Sunbridge Parkway, with a total length of approximately 4.7 miles. Kimley-Horn is providing an alternatives evaluation for the construction of a four-lane divided roadway with multimodal accommodations, associated drainage improvements, and stormwater ponds design and management, as well as upgrading the Intelligent Transportation Systems (ITS), modification/replacement of two bridges over the canal system, and street lighting. Kimley-Horn will perform the final design phase based on the preferred alignment selected in the study. Of the two bridge canal crossings one of which is owned and maintained by SFWMD.

ENVIRONMENTAL: Environmental tasks included wetland assessments, mitigation assessment, habitat assessments for protected species, Natural Resources Evaluation documentation, and agency coordination. Also, ACOE permitting, and a Floodplain Compensation plan.

TEAM MEMBERS: Michael Garau, PE, Project Manager, Chris Schooley, PE, Barry Switzer, PE, Joseph Roberts, PE, Lisa Stone, PE, Sarah Johnson, CE, Jeff Hemphill, CNRP, Shaleese Pitterson, Nolan Villatoro, PE

TOTAL PROJECT COST: $869,717

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Kimley-Horn and Associates, Inc	Tampa, Orlando, West Palm Beach FL	Project Management, Design, Engineering, PD&E Studies
b.			
c.			
d.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Space Coast Trail PD&E Study & Final Design, FDOT District Five	6/2016 – 2022	2020-Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
FL Dept. of Transportation District Five 719 S. Woodland Blvd. DeLand FL 32720	Tyler Burgett, Project Manager	386.943.5388, Fax: 386.943.5655 tyler.burgett@dot.state.fl.us

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The vision for this project is a 30-mile shared-use multiuse trail within the Merritt Island National Wildlife Refuge (MINWR) and Canaveral National Seashore (CANA). The project is located within Brevard and Volusia counties and the proposed trail would become part of the Coast-to-Coast Trail and St. Johns River to Sea Loop Trail. The approach is to conduct a PD&E study for the trail along various alignments, to consider the environmental impacts associated with each alignment and coordinate with the federal agency partners for consistency with the MINWR and CANA management plans. Kimley-Horn conducted a PD&E study for three segments. Our team has evaluated the following alternatives: shared-use trails, regional trail connections, and buffered bike lanes for crossing the Haulover Canal. The preliminary assessment involved data collection and conceptual design alternatives incorporating Complete Streets into the selected areas. In consideration of alternatives for the trail, the project was divided into east-west and north-south segments. Portions of the project considered a 12-foot wide shared-use path along a berm, a shared-use path along an existing railroad, and buffered bike lanes. Alternatives developed also considered bridge crossings, roadway crossing options, and traffic calming solutions.

A comprehensive series of stakeholder interviews are in process to gain input from specific and targeted groups that represent major organizations or that have a major influence. As a part of the public involvement strategy, monthly coordination meetings are held with the U.S. Fish and Wildlife Service (USFWS), National Park Service (NPS), National Aeronautics and Space Administration (NASA), Space Coast TPO, and City of Titusville. The public involvement approach also includes extensive outreach to trail advocates and active visitors to MINWR and CANA.

This project is a local agency program (LAP) funded project. After completing the PD&E study for this 30-mile-long proposed 8- to 12-ft-wide bike/ped trail, Kimley-Horn was selected to design and prepare construction plans for the first 11-mile-long section. Design services include pavement design (concrete pavement for railroad crossing), structural design (box culvert and overhead cantilever signage), signing and pavement marking, milling, and resurfacing, ADA accommodations, drainage design, intersection design, utility coordination, and environmental permitting. The final deliverable includes an Environmental Assessment (EA) for USFWS, NPS signature, and a State Environmental Impact Report (SEIR) for FDOT District Five signature. NASA is a cooperating agency on this project.

ENVIRONMENTAL: Environmental services include conducting habitat mapping, Florida scrub-jay surveys, gopher tortoise surveys, and writing and submitting NEPA documentation (Natural Resource Evaluation and Contamination Screening Evaluation Report). The use of public meetings helped gauge the community's input regarding the development of the project. The existing conditions and data collection plan includes conducting wetlands mapping, Florida scrub-jay surveys, gopher tortoise surveys, and cultural resources surveys to determine the environmental effects and required mitigation for the proposed trail. Environmental tasks for the permitting portion of the project included mitigation planning, wetland delineation and evaluation, SJRWMD and USACE permitting, coordination with USFWS, Merritt Island National Wildlife Refuge, Canaveral National Seashore, NASA, and National Marine Fisheries Service.

TEAM MEMBERS: Michael Garau, PE, Project Manager, Gary Nadeau, PE, Sarah Johnson, CE, Shari Barnwell, PE; Tori Bacheler, PWS, Bill Spinner, PG, Joseph Roberts, PE

TOTAL PROJECT COST: $2.5M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Kimley-Horn and Associates, Inc	Tampa, Orlando, Sarasota, FL	Project Management, Design, Engineering, PD&E Studies
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 4

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
PD&E Widen Suncoast Pkwy (SR589) - S of Van Dyke Rd To SR52 (MP13-29), Wesley Chapel, FL	4/2023-Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Florida's Turnpike Enterprise Mile Post 263, BLDG 5315 PO Box 613069 Ocoee, FL 34761	Greg Moore, Project Manager	407.264.3075 greg.moore@dot.state.fl.us

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Kimley-Horn is conducting a PD&E study to evaluate alternatives for the widening of the Suncoast Parkway from south of Van Dyke Road to north of SR 52, approximately 16 miles. Improvements to the existing interchanges within project limits will be evaluated and alternatives for new interchange access locations. Suncoast Parkway is currently a four-lane (two lanes in each direction) limited access facility, and the study will evaluate an alternative of three general toll lanes in each direction for the project limits.

ENVIRONMENTAL: Environmental tasks include wetland assessments, habitat assessments, general species surveys, Natural Resources Evaluation report, State Environmental Impact Report, and agency coordination.

TEAM MEMBERS: Michael Garau, PE (Project Manager), Lisa Stone, PE (Quality Control Manager), Sarah Johnson, CE, Jeff Hemphill, CNRP, Alejandro Mendez, PE, Joseph Roberts, PE, Barry Switzer, PE, Andrew Stastny, PE, PTOE, RSP21, Tori Bachelor, Bill Spinner, PG

TOTAL PROJECT COST: $3,000,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Kimley-Horn and Associates, Inc	Tampa, Orlando, West Palm Beach, FL	Project Management, Design, Engineering, PD&E Studies
b.	The Valerin Group	Tampa, FL	Public Involvement
c.			
d.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
PD&E Study for Poinciana Parkway Extension from CR 532 to North of I-4/SR 429 Interchange	2020	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Florida's Turnpike Enterprise Mile Post 263, BLDG 5315 PO Box 613069 Ocoee, FL 34761	Henry Pinzon, PE Project Manager	407.659.9831 henry.pinzon@dot.state.fl.us

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Kimley-Horn conducted the PD&E study for the extension of Poinciana Parkway in Osceola County for the Florida's Turnpike Enterprise. Although the work was performed as a subconsultant, Kimley-Horn was responsible for development of alternatives and the preparation of the Preliminary Engineering Report (PER) and Environmental Assessment (EA) for approval by FHWA. The project included improvements and/or modifications to the existing interchange at I-4/SR 429 associated with the connection of Poinciana Parkway as well as alternatives for the Sinclair Road/SR 429 and the Poinciana Parkway/CR 532 inter-changes. Prior to the PD&E Study for Florida's Turnpike Enterprise, Kimley-Horn supported CFX with a Concept, Feasibility and Mobility Study for the planned extension to I-4. For both projects, extensive stakeholder meetings and coordination occurred with property owners, utilities, developers, and local governments.

Utilized GIS to create graphics to be used in presentations. Each of these tasks included creating and modifying GIS graphics, shapefiles, and geodatabases and running geoprocessing tools to analyze the information. Gathered information from external databases to be analyzed internally and then displayed on the boards. The final deliverable was a geodatabase, table of right-of-way impacts, and GIS graphics.

ENVIRONMENTAL: Environmental services includes protected species surveys and NEPA documentation of findings in the Natural Resources Evaluation report. Existing environmental and physical constraints were identified, which included mitigation banks, cemeteries, and extensive utilities. Alternative alignments were developed to minimize impacts, and these alternatives are currently being evaluated. Protected species surveys were required including crested caracara nest surveys. Due to development, a cemetery, and utility constraints, a critical factor for determining feasibility of the expressway is its interchange connection to I-4; therefore, interchange concepts have been developed to determine the feasibility of tying into I-4 at two different locations.

PD&E TEAM MEMBERS: Michael Garau, PE, Joseph Roberts, PE, Sarah Johnson, CE, Tori Bacheler, PWS, Barry Switzer, PE,

TOTAL PROJECT COST: $757,607 ***(Completed under budget by $159,495)***

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Kimley-Horn and Associates, Inc	Tampa, Orlando, Sarasota, FL	Project Management, Design, Engineering, PD&E Studies
b.	SEARCH Inc.	Orlando, FL	Cultural Resources
c.			
d.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 6

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Upper Tampa Bay Trail Gap (Phase IV) PD&E Study from Peterson Park to Van Dyke Road – Gunn Hwy Alternative Update	6/2023-2025	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Hillsborough County 601 E. Kennedy Blvd. Tampa, FL, 33602	Mary Sheets Project Manager	813.307.1793 sheetsm@hillsboroughcounty.org

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Kimley-Horn is preparing an update to the preliminary design engineering and environmental (PD&E) study for the Upper Tampa Bay Trail Gap for the segment from Peterson Park to Van Dyke Road in Hillsborough County. The PD&E update will add a new alternate trail alignment along Gunn Highway including the option of a landscaped buffer along the existing roadway. The goal for the project is to recommend a trail alignment for the missing gap of the Upper Tampa Bay Trail and a trailhead location, which is supported by community and key project stakeholders.

The PD&E Study update sets out several key project objectives. Its primary goal is to furnish the comprehensive data that Hillsborough County needs to make informed decisions regarding the nature, design, and precise placement of enhancements to the described transportation facility. This involves considering many factors such as transportation requirements, utility adjustments, societal consequences, economic considerations, environmental effects, engineering assessments, and right-of-way prerequisites. The update to the PD&E Study will document information necessary for Hillsborough County to reach a decision on the feasibility, location, and conceptual design that will meet the goals of the project. Our team is working to ensure that the required level of service and the Americans with Disabilities Act (ADA) are met. Services include public involvement, right-of-way assessment (based upon available GIS data), determining estimated right-of-way needs, hiring a property appraiser to update the land acquisition cost estimates for current market conditions for the trail alternatives, and providing land acquisition cost for the additional trail alignment alternative along Gunn highway, and preparing preliminary roadway and trail improvement plans

ENVIRONMENTAL: Environmental tasks for the PD&E Study included evaluation of existing conditions, habitat assessment, wetland assessments, evaluation of potential occurrence of protected species and protected resources including essential fish habitat, seagrass, eastern black rail, and gopher tortoises, NEPA documentation including the Natural Resources Evaluation, State Environmental Impact Report, and Preliminary Engineering Report, agency coordination with SWFWMD, USACE, USCG, and USFWS. Environmental tasks for the design and permitting phase include wetland delineation, mitigation planning, environmental permitting, and agency coordination.

TEAM MEMBERS: Andrew Stastny, PE, PTOE, RSP1, Sarah Johnson, CE, Jeff Hemphill, CNRP

TOTAL PROJECT COST: $185K

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Kimley-Horn and Associates, Inc	Tampa, FL	Project Management, Design, Engineering, PD&E Studies
b.	Florida Acquisition and Appraisal, Inc.	Tampa, FL	R/W Appraisal and Acquisition
c.			
d.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
FDOT D1 SR 72 PD&E Study from East of I-75 to Lorraine Road	3/2022-est. 10/2025	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
FDOT, District One 801 N. Broadway Bartow, FL 33830 (Financial Project ID No. 444634-1-22-01)	Steven Andrews, Project Manager	863.519.2270 Steven.Andrews@dot.state.fl.us

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The scope of the project was a PD&E Study for widening the existing 2-lane undivided SR 72 from east of I-75 to Lorraine Road in Sarasota County, a distance of about 3.1 miles. The proposed typical section included a 4-lane divided roadway with raised median, closed drainage system, and shared use paths on both sides. Four multilane roundabout intersections were also recommended.

ENVIRONMENTAL: The study team analyzed and assessed the project's impact on the social, economic, cultural, natural, and physical environment in accordance with FDOT policy, procedures, and requirements. Final design is an optional service after completion of the study phase. Environmental tasks included assessing the project corridor for wetland and protected species habitat, conducting federally protected species surveys (Florida bonneted bat and crested caracara), preparing the Natural Resources Evaluation report and the Type 2 Categorical Exclusion document, and coordinating with agencies.

TEAM MEMBERS: Chris Schooley, PE, Project Manager, Lisa Stone, PE Quality Control Manager, Sarah Johnson, CE, Jeff Hemphill, CNRPT, Tori Bachelor, PWS Michael Garau, PE, Barry Switzer, PE

TOTAL PROJECT COST: $1.2M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Kimley-Horn and Associates, Inc	Tampa, Orlando, West Palm Beach, Sarasota, FL	Project Management, Design, Engineering, PD&E Studies
b.	The Valerin Group	Tampa, FL	Public Involvement
c.	Adams Traffic, Inc.	Tampa, FL	Traffic Data Collection
d.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 8

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Thompson Nursery Road PD&E, Widening and Extension, Polk County, FL	1/2022-9/2022 & Ongoing	2024 & Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Polk County 330 W. Church Street, Bartow, FL 33831	Jose Fernandez, Project Manager	863.535.2200 josefernandez@polk-county.net

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. The project is being designed in phases, and Kimley-Horn has completed the design of Segment 1 (started by another firm) and is finalizing an alignment study and final design plans for the design/construction of Segments 2, 4 and 5. The PD&E includes three (3) alternative conceptual alignments to widen Thompson Nursery Road. The study evaluates the environmental, physical, and cultural impacts of the alternative alignments to identify and recommend a preferred alignment, considering impacts and costs, and to prepare preliminary (15%) Line & Grade plans.

Existing portions of the roadway will be reconstructed to a 4-lane divided typical section. require coordination and/or permitting with the Florida Department of Transportation (FDOT Connection Permit), Southwest Florida Water Management District (SWFWMD), US Fish and Wildlife Services (USFWS), the Florida Department of Environmental Protection (FDEP), City of Winter Haven, City of Lake Wales, and Polk County.

Segment 5, Task 5a includes a PD&E study for a new four-lane, divided roadway. Up to three (3) conceptual alignments will be created, evaluated and a recommended preferred alignment identified.

Services also included environmental permitting, Pond Siting Report, PER, natural resources, cultural resources, contamination assessments, utility coordination, drainage design, and railroad coordination, roadway design, structural design, drainage, signing and pavement markings, lighting, signalization, utility adjustment, public involvement, planning, geotechnical services, and survey. The Environmental Impact Report required the acquisition of private property for roadway right-of-way, floodplain compensation and wetland mitigation areas.

ENVIRONMENTAL: Our services include providing species survey for the crested caracara, Florida bonneted bat, and southeastern American kestrel. Following the surveys, The results will be summarized in a report. Kimley-Horn was also responsible for setting wetland lines and submitting the permitting applications to the SWFWMD and FDEP. Environmental tasks included wetland delineations, wetland assessments, mitigation assessment, protected species surveys for the sand skink, crested caracara, Florida bonneted bat, and southeastern American kestrel, permit documentation, and agency coordination.

TEAM MEMBERS: Joseph Roberts, PE, Project Manager, Cris Schooley, PE (Project Manager PD&E), Sarah Johnson, CE, Gary Nadeau, PE, Deborah Knighton, PE, Jeff Hemphill, CRNP, Barry Switzer, PE, Nolan Villatoro, PE, Andrew Gregg, PE, RSP1

TOTAL PROJECT COST: $6.2M (utilizing state funding for the PD&E phase)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Kimley-Horn and Associates, Inc	Tampa, Orlando, Jacksonville, Gainesville, FL	Project Management, Design, Engineering, PD&E Studies
b.	The Valerin Group	Tampa, FL	Public Involvement
c.			
d.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 9

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
SR 70 PD&E Study from Manatee County Line to Peace River Bridge, Desoto County, FL	12/2023 - Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
FDOT District One 801 N. Broadway Bartow, FL 33830	Kathern Cothern	863.519.2331

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Kimley-Horn was selected by FDOT District 1 to provide PD&E services for the widening of 13 miles of SR 70 in Desoto County from the Manatee County Line to east of the Peace River bridge. Kimley-Horn will provide an alternative evaluation for the construction of a four-lane divided roadway with multimodal accommodations, associated drainage improvements, and storm water ponds.

ENVIRONMENTAL: Environmental tasks include wetland assessment, protected species habitat assessment, crested caracara survey, Florida bonneted bat survey, mitigation planning, water quality impact assessment, agency coordination, and environmental documentation including Natural Resources Evaluation Report, and Type 2 Categorical Exclusion Report.

TEAM MEMBERS: Michael Garau, PE Project Manager, Alejandro Mendez, PE Sarah Johnson, CE, Jeff Hemphill, CRNP, Tori Bacheler, PWS

TOTAL PROJECT COST: $1.25M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Kimley-Horn and Associates, Inc	Tampa, Orlando, West Palm Beach, Sarasota, FL	Project Management, Design, Engineering, PD&E Studies
b.	The Valerin Group	Tampa, FL	Public Involvement
c.	Tierra, Inc.	Tampa, FL	Geotechnical Services
d.	Adams Traffic, Inc.,	Tampa, FL	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 10

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
River Road Widening E. River Road to US41 (Phase 1 & 2), West Villages Improvement District, Sarasota County, Venice, FL	Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Sarasota County 1001 Sarasota Center Blvd. Sarasota, FL 34240	Spencer Anderson, Public Works Director, County Engineer, Sarasota County	941.915.3421 sanderso@scgov.net

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Kimley-Horn has a West Villages Master Agreement and as a Task Order assignment is completing Phase 1 & Phase 2 services for the engineering and design to widen River Road from a 2-lane rural roadway to a divided 4-lane sub-urban roadway from Winchester Blvd to US 41 for a distance of 4.1 miles. The roadway will transition traffic to a new intersection to accommodate access required for a new school. Phase II will then transition into a portion of the same roadway. Environmental documentation is required to satisfy a HUD grant and a 404 permit with anticipated submittal to USACOE.

Additional services include signing and marking, drainage design and floodplain analysis, utilities coordination and environmental support to others for documentation and permitting, structures design, intersection, design and analysis, lighting design, landscape concepts and renderings and utility design for water and sewer.

ENVIRONMENTAL: Provided by others.

TEAM MEMBERS: Gary Nadeau, PE, Project Manager, Alejandro Mendez, PE, Andrew Stastny, PE, PTOE, RSP21, Ali Basit, PE, Michael Garau, PE

TOTAL PROJECT COST: $4.9M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Kimley-Horn and Associates, Inc	Tampa, Orlando FL	Project Management, Design, Engineering, PD&E Studies
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Alejandro Mendez, PE	Project Manager	X			X					X	X
Gary Nadeau, PE	Principal-in-Charge	X		X					X		X
Lisa Stone, PE	Quality Control Manager		X		X			X			
Sarah Johnson, CE	Deputy Project Manager-PD&E	X	X	X	X	X	X	X	X	X	
Andy Gregg, PE	Deputy Project Manager-Design	X									
Michael Garau, PE	PD&E Documentation/NEPA Support	X	X	X	X	X		X		X	X
Cris Schooley, PE, AICP	PD&E Documentation/NEPA Support	X	X					X	X		
Tori Bacheler, PWS	Natural Resources	X		X	X	X		X			
Jeff Hemphill, CNRP	Natural Resources	X	X		X	X	X	X	X		
Tad Hardy, PE	Noise Analysis										
Chris Hunt, PhD	Cultural Resources										
Jeff Shanks	Cultural Resources										
Bill Spinner, PG	Contamination	X		X	X						
Shaleese Pitterson	Public Involvement	X	X								
Jordan Walker, PE	Engineering Analysis/Utilities										
Shari Barnwell, PE	Engineering Analysis/ Roadway/Safety Design	X		X							
Nick Provenzo, PE	Engineering Analysis/ Roadway/Safety Design										
Deborah Knighton, PE	Drainage/Stormwater Design								X		
Barry Switzer, PE	Drainage/Stormwater Design	X	X		X	X		X	X		
Andrew Stastny, PE, PTOE, RSP21	Traffic Analysis/Engineering; Signals	X			X		X				X
Basit Ali, PE	Traffic Analysis/Engineering; Signals	X									X
Mason Hoke, EI	Traffic Analysis/Engineering; Signals	X									
Joseph Roberts, PE	Structures	X	X	X	X	X			X		
Nolan Villatoro, PE, FRSE	Structures	X	X						X		
Adams Traffic, Inc.	Traffic Data Collection	X						X			
AlfKa, LLC	Utility Coordination										
American Acquisition Group, LLC	R/W Acquisition						X				
SAM Surveying/Mapping LLC	Survey, Mapping, SUE										
SEARCH, Inc.	Cultural Resources					X					
Tierra, Inc.	Geotechnical Services	X									
The Valerin Group	Public Involvement	X			X			X	X		

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*	NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	**Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL**	6	**Upper Tampa Bay Trail Gap (Phase IV) PD&E Study from Peterson Park to Van Dyke Road – Gunn Hwy**
2	**PD&E, Engineering & Design for Nova Road (CR532) Widening from US 192 to Sunbridge Pkwy.**	7	**FDOT D1 SR 72 PD&E Study from East of I-75 to Lorraine Road**
3	**Space Coast Trail PD&E Study & Final Design, FDOT District Five**	8	**Thompson Nursery Road PD&E, Widening and Extension, Polk County, FL**
4	**PD&E Widen Suncoast Pkwy (SR589) - S of Van Dyke Rd To SR52 (MP13-29), Wesley Chapel, FL**	9	**SR 70 PD&E Study from Manatee County Line to Peace River Bridge, Desoto County, FL**
5	**PD&E Study for Poinciana Parkway Extension from CR 532 to North of I-4/SR 429 Interchange**	10	**River Road Widening E. River Road to US41 (Phase 1&2), West Villages Improvement District, Sarasota**

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Kimley-Horn has a long history of being a successful municipal consultant. In fact, one of the largest areas of our practice is within the municipal arena. Our extensive municipal experience including civil engineering, landscape architecture, traffic and transportation planning, urban planning, redevelopment, land development, bike and pedestrian planning, drainage design and stormwater management, environmental services, permitting, structural, parking design, water/wastewater treatment, and construction phase services gives us the technical understanding of how to work with city and county staff and elected officials to effectively achieve our clients' objectives.

We have consistently worked for municipal clients for many years. In fact, as your project manager, Alejandro Mendez, PE brings a unique experience to serving clients like Pasco County—he has spent the last decade of his career primarily managing similar projects and contracts for several municipalities and counties in Florida. For many of these communities we roll up our sleeves and work alongside your staff to tackle the same challenges every growing community faces. We understand that at times we need to be in close collaboration with your staff and know how to work with the community on your behalf. No job has ever been too large or too small. To get an idea of the number of municipalities we serve, the following list demonstrates our statewide experience.

County and City

Alachua
Alachua
Archer
Gainesville
Newberry
Bay
Callaway
Lynn Haven
Panama City
Brevard
Cape Canaveral
Cocoa
Malabar
Melbourne
Palm Bay
Titusville
West Melbourne
Broward
Coconut Creek
Cooper City
Coral Springs
Davie
Deerfield Beach
Fort Lauderdale
Hollywood
Lauderhill
Lauderdale Lakes
Lighthouse Point
Margate
Miramar
Plantation
Pembroke Pines
Pompano Beach
Sunrise
Weston

Charlotte
Port Charlotte
Punta Gorda
Citrus
Crystal River
Inverness
Clay
Fleming Island
Collier
Everglades City
Marco Island
Naples
Columbia
Lake City
DeSoto
Arcadia
Duval
Jacksonville
Escambia
Pensacola
Flagler
Beverly Beach
Bunnell
Flagler Beach
Palm Coast
Gadsen
Quincy
Hardee
Wauchula
Hendry
Clewiston
LaBelle
Hillsborough
Plant City
Tampa

Hernando
Brooksville
Indian River
Orchid
Sebastian
Vero Beach
Lake
Clermont
Lady Lake
Leesburg
Montverde
Tavares
Lee
Cape Coral
Estero
Fort Myers
Sanibel
Leon
Tallahassee
Woodville
Levy
Williston
Manatee
Bradenton
Palmetto
Marion
Belleview
Dunnellon
McIntosh
Ocala
Martin
Jupiter Island
Stuart

Miami-Dade
Aventura
Bay Harbor Islands
Biscayne Park
Cutler Bay
Doral
Florida City
Key Biscayne
Hialeah
Homestead
Miami
Miami Beach
Miami Gardens
Miami Lakes
North Bay Village
North Miami
Opa-locka
Palmetto Bay
Pinecrest
South Miami
Sunny Isles Beach
Monroe
Key West
Islamorada
Okaloosa
Destin
Orange
Apopka
Maitland
Ocoee
Orlando
Windermere
Winter Garden
Winter Park

Osceola
Kissimmee
St. Cloud
Okeechobee
Okeechobee
Palm Beach
Belle Glade
Boca Raton
Boynton Beach
Briny Breezes
Delray Beach
Greenacres
Haverhill
Hypoluxo
Jupiter
Juno Beach
Lake Park
Lake Worth
Lantana
Manalapan
Palm Beach
Pahokee
Riviera Beach
Royal Palm Beach
Wellington
West Palm Beach
Pasco
Dade City
New Port Richey
Zephyrhills

Pinellas
Clearwater
Dunedin
Largo
Oldsmar
Pinellas Park
Safety Harbor
St. Pete Beach
St. Petersburg
Tarpon Springs
Polk
Davenport
Haines City
Lake Wales
Lakeland
Mulberry
Winter Haven
Putnam
Palatka
Sarasota
Crescent City
North Port
Sarasota
Venice
Seminole
Altamonte Springs
Casselberry
Longwood
Oviedo
Sanford
Wekiwa Springs
St. Johns
Ponte Vedra
Nocatee

St. Lucie
Fort Pierce
Port St. Lucie
Sumter
Wildwood
Live Oak
Volusia
Edgewater
Daytona Beach
Shores
New Smyrna Beach
Ormond Beach
Port Orange
South Daytona
Wakulla
Crawfordville
St. Marks
Walton
Freeport



AWARD-WINNING PROJECTS IN FLORIDA

Kimley-Horn is recognized nationwide for the quality of our work environment, for our stature as a business enterprise, and for the outstanding work of our consulting staff.

Here are just a few of our Florida success stories.

2025

- **Florida West Coast Branch American Public Works Association (APWA) Consultant of the Year - Stormwater** *(Renee Cooper, the Public Works Director at the City of Safety Harbor, nominated us for the emergency work the Kimley-Horn St. Petersburg office team did following Hurricane Milton.)*

2024

- **ACEC Engineering Excellence Honor Award, Greater Orlando Aviation Authority(GOAA), Orlando International Airport, Orlando International Airport Terminal** *(Kimley-Horn was the lead firm on airfield civil design, and provided support on the landside civil engineering)*
- **ACEC Florida Engineering Excellence Grand Conceptor Award, Legacy Trail Extension**
- **ASLA Florida Design Award of Merit (Open Space Category), Welleby Park Expansion**
- **ASLA Florida Design Award of Merit (Open Space Category), Massey Park Playground**
- **ASLA Florida Design Award of Honor, Crest Lake Park Renovation**

2023

- **ACEC FL Engineering Excellence Grand Conceptor Award, Legacy Trail Extension**
- **American Society of Golf Course Architects (ASGCA) Environmental Excellence Awards, Bobby Jones Golf Club and Nature Park**
- **American Society of Golf Course Architects (ASGCA) Environmental Excellence Awards, The Square Streetscape Improvements**
- **ASCE Palm Beach Branch Sustainable Project of the Year, Clematis Street Streetscape Improvements**



Welleby Park Expansion, Sunrise, FL



2022

- Award of Merit, Jan Johnson Public Involvement Award, Polk TPO Momentum 2045 Long Range Transportation Plan, Accepted by: Ryan Kordek, Parag Agrawal, Julia Davis, Greg Scott, Lorenzo Thomas
- ACEC Award of Excellence, Legacy Trail
- ASLA FL Frederic B. Stresau Award, Las Olas Boulevard Corridor Improvements
- ASLA FL Award of Excellence, Las Olas Boulevard Corridor Improvements
- Urban Land Institute (ULI) Global Awards for Excellence, St. Petersburg Pier Approach
- Urban Land Institute (ULI) Americas Awards for Excellence, St. Petersburg Pier Approach
- PCI Design Awards Harry H. Edwards Industry Advancement Award, The Robinson



2021

- Florida Section ASLA Award of Merit, Urban Design, Clematis Streetscape Improvements
- ACEC FL Engineering Excellence Award, FLL Rehabilitation of North Airfield
- AIA Northwest Florida chapter Award Citation, Innerarity Point Park
- FDOT Commercial Service Airport Project of the Year, Punta Gorda Airport Runway 15-33 Rehab
- Engineering News-Record (ENR) ENR Southeast 2021 Best Landscape/Urban Development Project, St. Petersburg Pier Approach
- USA Today 2020 Runner-Up for Best New Attraction, St. Petersburg Pier Approach

I. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
31. SIGNATURE	32. DATE 4/14/2025
33. NAME AND TITLE Gary Nadeau, PE, Senior Vice President	

STANDARD FORM 330 (REV. 7/2021)

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RSQ-KM-25-020

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Kimley-Horn and Associates, Inc.	3. YEAR ESTABLISHED: 1978
	4. UNIQUE ENTITY IDENTIFIER: V8PKGG6NLKV6
2b. STREET: 201 North Franklin Street, Suite 1400	5. OWNERSHIP
	a. TYPE: Corporation
2c. CITY: Tampa / 2d. STATE: Florida / 2e. ZIP CODE: 33602	b. SMALL BUSINESS STATUS: No
6a. POINT OF CONTACT NAME AND TITLE: Alejandro Mendez, PE	7. NAME OF FIRM *(If block 2a is a branch office)*: APHC, Inc.
6b. TELEPHONE NUMBER: 813-620-1460 / 6c. E-MAIL ADDRESS: Alejandro.Mendez@kimley-horn.com	
8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED / 8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
02	Administrative	576	5
08	CADD Technicians	314	1
12	Civil Engineers	2039	19
13	Communications Engineers	26	1
21	Electrical Engineers	78	1
24	Environmental Scientists	80	9
27	Foundation/Geotechnical	5	2
42	Mechanical Engineers	50	5
47	Planners: Urban/Regional	165	3
48	Project Managers	452	8
56	Specifications Writers	86	1
58	Technician/Analysts	1545	20
60	Transportation Engineers	711	12
62	Water Resources Engineers	380	5
63	Design Technicians	146	2
64	Technical Writers	179	1
65	Technical Support	860	6
66	Graphic Designers	108	2
	Other Employees	923	0
	Total	8723	103

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A05	Airports; Navaids; Airport Lighting; Aircraft	6
A06	Airports; Terminals; & Hangars; Freight	2
C10	Commercial Building; (low rise); Shopping	6
C11	Community Facilities	1
C12	Communications Systems; TV; Microwave	5
E02	Educational Facilities; Classrooms	2
E11	Environmental Planning	3
H07	Highways; Streets; Airfield Paving; Parking	6
H09	Hospitals & Medical Facilities	2
H10	Hotels; Motels	2
H11	Housing (Residential, Multifamily,	6
I01	Industrial Buildings; Manufacturing Plants	4
I04	Intelligent Transportation Systems	2
L03	Landscape Architecture	3
O01	Office Building; Industrial Parks	4
P05	Planning (Community; Regional; Areawide &	3
R03	Railroad and Rapid Transit	4
R04	Recreational Facilities (Parks; Marinas; etc.)	3
R13	Roadway Design	2
S07	Solid Wastes; Incineration; Landfill	1
T03	Traffic & Transportation Engineering	5
U02	Urban Renewals; Community Development	5

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

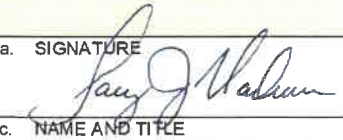
a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: 

b. DATE: 4/14/2025

c. NAME AND TITLE: Gary Nadeau, PE, Senior Vice President

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STANDARD FORM 330 (REV. 7/2021) PAGE 6

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RSQ-KM-25-020

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Kimley-Horn and Associates, Inc.		3. YEAR ESTABLISHED: 2018	4. UNIQUE ENTITY IDENTIFIER: V8PKGG6NLKV6
2b. STREET: 200 Central Avenue, Suite 600		5. OWNERSHIP	
2c. CITY: St. Petersburg	2d. STATE: Florida / 2e. ZIP CODE: 33701	a. TYPE: Corporation	
6a. POINT OF CONTACT NAME AND TITLE: Jordan Walker, PE		b. SMALL BUSINESS STATUS: No	
6b. TELEPHONE NUMBER: 727-547-3999	6c. E-MAIL ADDRESS: Jordan.Walker@kimley-horn.com	7. NAME OF FIRM *(If block 2a is a branch office)*: APHC, Inc.	
8a. FORMER FIRM NAME(S) *(If any)*		8b. YR. ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
02	Administrative	576	1
08	CADD Technicians	314	2
12	Civil Engineers	2038	8
21	Electrical Engineers	78	3
23	Environmental Engineers	77	2
29	Geographic Information System	7	1
39	Landscape Architects	226	2
42	Mechanical Engineers	50	3
47	Planners: Urban/Regional	165	5
48	Project Managers	452	3
50	Risk Assessors	28	1
58	Technician/Analysts	1547	20
62	Water Resources Engineers	380	12
63	Design Technicians	146	2
65	Technical Support	861	6
	Other Employees	1778	0
	Total	8723	71

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C08	Codes; Standards; Ordinances	2
C10	Commercial Building; (low rise); Shopping	3
C11	Community Facilities	1
E02	Educational Facilities; Classrooms	2
E07	Energy Conservation; New Energy Sources	1
H07	Highways; Streets; Airfield Paving; Parking	2
H09	Hospitals & Medical Facilities	2
H11	Housing (Residential, Multifamily,	4
I01	Industrial Buildings; Manufacturing Plants	1
L03	Landscape Architecture	4
O01	Office Building; Industrial Parks	1
P05	Planning (Community; Regional; Areawide &	3
P12	Power Generation, Transmission,	1
R03	Railroad and Rapid Transit	3
R04	Recreational Facilities (Parks; Marinas; etc.)	3
S04	Sewage Collection, Treatment & Disposal	6
S07	Solid Wastes; Incineration; Landfill	1
S13	Stormwater Handling & Facilities	4
T03	Traffic & Transportation Engineering	4
U02	Urban Renewals; Community Development	4
W02	Water Resources; Hydrology; Ground Water	3
W03	Water Supply; Treatment and Distribution	5

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

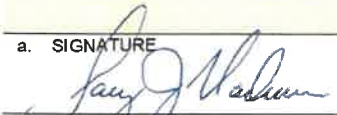
PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE



c. DATE: 4/14/2025

c. NAME AND TITLE: Gary Nadeau, PE, Senior Vice President

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STANDARD FORM 330 (REV. 7/2021) PAGE 6

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RSQ-KM-25-020

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Kimley-Horn and Associates, Inc.	3. YEAR ESTABLISHED: 1996
	4. UNIQUE ENTITY IDENTIFIER: V8PKGG6NLKV6
2b. STREET: 2619 Centennial Boulevard, Suite 200	5. OWNERSHIP
2c. CITY: Tallahassee / 2d. STATE: Florida / 2e. ZIP CODE: 32308	a. TYPE: Corporation
	b. SMALL BUSINESS STATUS: No
6a. POINT OF CONTACT NAME AND TITLE: Jeff Shanks	7. NAME OF FIRM *(If block 2a is a branch office)*: APHC, Inc.
6b. TELEPHONE NUMBER: 850-553-3500 / 6c. E-MAIL ADDRESS: Jeff.Shanks@kimley-horn.com	
8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED / 8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
02	Administrative	576	8
08	CADD Technicians	314	3
12	Civil Engineers	2038	13
24	Environmental Scientists	80	2
39	Landscape Architects	226	2
42	Mechanical Engineers	50	1
47	Planners: Urban/Regional	165	4
48	Project Managers	452	3
57	Structural Engineers	163	3
58	Technician/Analysts	1547	16
60	Transportation Engineers	711	2
62	Water Resources Engineers	380	1
63	Design Technicians	146	2
65	Technical Support	861	16
	Other Employees	1014	0
	Total	8723	76

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A05	Airports; Navaids; Airport Lighting; Aircraft	6
A06	Airports; Terminals; & Hangars; Freight	5
B02	Bridge Design	2
C10	Commercial Building; (low rise); Shopping	1
C11	Community Facilities	1
E02	Educational Facilities; Classrooms	2
E07	Energy Conservation; New Energy Sources	1
E11	Environmental Planning	3
H07	Highways; Streets; Airfield Paving; Parking	5
H09	Hospitals & Medical Facilities	1
H11	Housing (Residential, Multifamily,	5
I01	Industrial Buildings; Manufacturing Plants	2
L03	Landscape Architecture	4
O01	Office Building; Industrial Parks	2
P05	Planning (Community; Regional; Areawide &	4
R04	Recreational Facilities (Parks; Marinas; etc.)	3
S04	Sewage Collection, Treatment & Disposal	3
S13	Stormwater Handling & Facilities	4
T03	Traffic & Transportation Engineering	6
U02	Urban Renewals; Community Development	3
W02	Water Resources; Hydrology; Ground Water	2

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

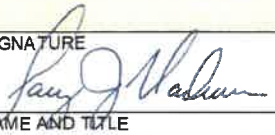
PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE



d. DATE: 4/14/2025

c. NAME AND TITLE: Gary Nadeau, PE, Senior Vice President

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RSQ-KM-25-020

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Kimley-Horn and Associates, Inc.	3. YEAR ESTABLISHED: 1985
	4. UNIQUE ENTITY IDENTIFIER: V8PKGG6NLKV6
2b. STREET: 200 South Tryon Street, Suite 200	5. OWNERSHIP
2c. CITY: Charlotte / 2d. STATE: North Carolina / 2e. ZIP CODE: 28202	a. TYPE: Corporation
	b. SMALL BUSINESS STATUS: No
6a. POINT OF CONTACT NAME AND TITLE: Tad Hardy, PE	7. NAME OF FIRM *(If block 2a is a branch office)*: APHC, Inc.
6b. TELEPHONE NUMBER: 704-333-5131 / 6c. E-MAIL ADDRESS: Tad.Hardy@kimley-horn.com	
8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED / 8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
02	Administrative	576	13
08	CADD Technicians	314	4
12	Civil Engineers	2038	23
14	Computer Programmers	13	1
16	Construction Managers	5	1
20	Economists	3	3
21	Electrical Engineers	78	1
23	Environmental Engineers	77	5
24	Environmental Scientists	80	1
39	Landscape Architects	226	3
47	Planners: Urban/Regional	165	1
48	Project Managers	452	10
54	Security Specialists	6	2
56	Specifications Writers	86	1
57	Structural Engineers	163	2
58	Technician/Analysts	1547	31
60	Transportation Engineers	711	18
62	Water Resources Engineers	380	9
63	Design Technicians	146	5
64	Technical Writers	179	12
	Other Employees	1478	25
	Total	8723	171

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A05	Airports; Navaids; Airport Lighting; Aircraft	5
A06	Airports; Terminals; & Hangars; Freight	3
C10	Commercial Building; (low rise); Shopping	6
C11	Community Facilities	2
E11	Environmental Planning	3
G01	Garages; Vehicle Maintenance Facilities;	4
H07	Highways; Streets; Airfield Paving; Parking	6
H09	Hospitals & Medical Facilities	6
H11	Housing (Residential, Multifamily,	6
I01	Industrial Buildings; Manufacturing Plants	6
L03	Landscape Architecture	4
M06	Mining and Mineralogy	4
O01	Office Building; Industrial Parks	5
P05	Planning (Community; Regional; Areawide &	5
R03	Railroad and Rapid Transit	5
R04	Recreational Facilities (Parks; Marinas; etc.)	5
S04	Sewage Collection, Treatment & Disposal	2
S13	Stormwater Handling & Facilities	5
T03	Traffic & Transportation Engineering	6
U02	Urban Renewals; Community Development	6
W02	Water Resources; Hydrology; Ground Water	4
W03	Water Supply; Treatment and Distribution	5

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	9
c. Total Work	9

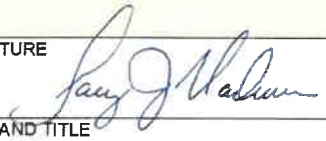
PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE



e. DATE: 4/14/2025

c. NAME AND TITLE: Gary Nadeau, PE, Senior Vice President

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STANDARD FORM 330 (REV. 7/2021) PAGE 6

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RSQ-KM-25-020

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Kimley-Horn and Associates, Inc.	3. YEAR ESTABLISHED: 1980
	4. UNIQUE ENTITY IDENTIFIER: V8PKGG6NLKV6
2b. STREET: 200 South Orange Avenue, Suite 600	5. OWNERSHIP
2c. CITY: Orlando	a. TYPE: Corporation
2d. STATE: Florida	b. SMALL BUSINESS STATUS: No
2e. ZIP CODE: 32801	
6a. POINT OF CONTACT NAME AND TITLE: Michael Garau, PE	7. NAME OF FIRM *(If block 2a is a branch office)*: APHC, Inc.
6b. TELEPHONE NUMBER: 407-898-1511	6c. E-MAIL ADDRESS: Michael.Garau@kimley-horn.com
8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED / 8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
02	Administrative	576	27
03	Aerial Photographers	11	1
08	CADD Technicians	314	9
12	Civil Engineers	2038	45
21	Electrical Engineers	78	4
30	Geologists	3	1
39	Landscape Architects	226	7
42	Mechanical Engineers	50	1
47	Planners: Urban/Regional	165	8
48	Project Managers	452	4
50	Risk Assessors	28	2
56	Specifications Writers	86	12
57	Structural Engineers	163	3
58	Technician/Analysts	1547	50
60	Transportation Engineers	711	12
62	Water Resources Engineers	380	13
64	Technical Writers	179	13
65	Technical Support	861	21
66	Graphic Designers	108	6
	Other Employees	747	0
	Total	8723	239

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A05	Airports; Navaids; Airport Lighting; Aircraft	6
A06	Airports; Terminals; & Hangars; Freight	6
B02	Bridge Design	3
C10	Commercial Building; (low rise); Shopping	7
E02	Educational Facilities; Classrooms	4
F05	Forensic Engineering	2
H07	Highways; Streets; Airfield Paving; Parking	7
H09	Hospitals & Medical Facilities	4
H10	Hotels; Motels	5
H11	Housing (Residential, Multifamily,	7
I01	Industrial Buildings; Manufacturing Plants	6
L03	Landscape Architecture	5
O01	Office Building; Industrial Parks	5
P05	Planning (Community; Regional; Areawide &	5
R03	Railroad and Rapid Transit	3
R04	Recreational Facilities (Parks; Marinas; etc.)	6
S04	Sewage Collection, Treatment & Disposal	5
S13	Stormwater Handling & Facilities	3
T03	Traffic & Transportation Engineering	6
U02	Urban Renewals; Community Development	6
W02	Water Resources; Hydrology; Ground Water	3
W03	Water Supply; Treatment and Distribution	6

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	2
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE



f. DATE: 4/14/2025

c. NAME AND TITLE: Gary Nadeau, PE, Senior Vice President

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RSQ-KM-25-020

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Kimley-Horn and Associates, Inc.			3. YEAR ESTABLISHED: 2025 / 4. UNIQUE ENTITY IDENTIFIER: V8PKGG6NLKV6
2b. STREET: 11601 Kew Gardens Ave, Suite 200			5. OWNERSHIP a. TYPE: Corporation
2c. CITY: Palm Beach Gardens	2d. STATE: Florida	2e. ZIP CODE: 33410	b. SMALL BUSINESS STATUS: No
6a. POINT OF CONTACT NAME AND TITLE: Tori Bacheler, PWS			7. NAME OF FIRM *(If block 2a is a branch office)*
6b. TELEPHONE NUMBER: 561-463-0665	6c. E-MAIL ADDRESS: Tori.Bacheler@kimley-Horn.com		
8a. FORMER FIRM NAME(S) *(If any)*		8b. YR. ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
02	Administrative	576	3
08	CADD Technicians	314	2
12	Civil Engineers	2038	7
24	Environmental Scientists	80	2
26	Forensic Engineers	5	2
48	Project Managers	452	3
57	Structural Engineers	163	7
58	Technician/Analysts	1547	9
63	Design Technicians	146	1
65	Technical Support	861	2
	Other Employees	2541	0
	Total	8723	38

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
E07	E07	
E11	E11	
S09	S09	

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	0
b. Non-Federal Work	0
c. Total Work	0

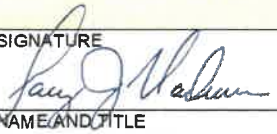
PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE



g. DATE: 4/14/2025

b. NAME AND TITLE: Gary Nadeau, PE, Senior Vice President

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RSQ-KM-25-020

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Kimley-Horn and Associates, Inc.	3. YEAR ESTABLISHED: 1968
	4. UNIQUE ENTITY IDENTIFIER: V8PKGG6NLKV6
2b. STREET: 1920 Wekiva Way, Suite 200	5. OWNERSHIP
2c. CITY: West Palm Beach / 2d. STATE: Florida / 2e. ZIP CODE: 33411-2410	a. TYPE: Corporation
	b. SMALL BUSINESS STATUS: No
6a. POINT OF CONTACT NAME AND TITLE: Lisa Stone, PE	7. NAME OF FIRM *(If block 2a is a branch office)*: APHC, Inc.
6b. TELEPHONE NUMBER: 561-845-0665 / 6c. E-MAIL ADDRESS:	
8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED / 8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
02	Administrative	576	26
08	CADD Technicians	314	3
12	Civil Engineers	2038	10
14	Computer Programmers	13	1
15	Construction Inspectors	32	4
22	Electronics Engineer (Telecom)	19	2
23	Environmental Engineers	77	2
27	Foundation/Geotechnical	5	1
39	Landscape Architects	226	2
42	Mechanical Engineers	50	3
47	Planners: Urban/Regional	165	1
48	Project Managers	452	5
49	Remote Sensing Specialists	6	1
50	Risk Assessors	28	3
54	Security Specialists	6	1
56	Specifications Writers	86	2
58	Technician/Analysts	1547	48
60	Transportation Engineers	711	10
62	Water Resources Engineers	380	15
63	Design Technicians	146	2
	Other Employees	1846	0
	Total	8723	142

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
B02	Bridge Design	4
C10	Commercial Building; (low rise); Shopping	3
C12	Communications Systems; TV; Microwave	5
E07	Energy Conservation; New Energy Sources	5
F05	Forensic Engineering	5
G02	Gas Systems (Propane, Natural, etc.)	4
H07	Highways; Streets; Airfield Paving; Parking	7
H09	Hospitals & Medical Facilities	5
H11	Housing (Residential, Multifamily,	3
I01	Industrial Buildings; Manufacturing Plants	3
I04	Intelligent Transportation Systems	3
L03	Landscape Architecture	5
O01	Office Building; Industrial Parks	4
P12	Power Generation, Transmission,	6
R04	Recreational Facilities (Parks; Marinas; etc.)	4
R13	Roadway Design	3
S04	Sewage Collection, Treatment & Disposal	6
S13	Stormwater Handling & Facilities	5
T03	Traffic & Transportation Engineering	5
U02	Urban Renewals; Community Development	3
W02	Water Resources; Hydrology; Ground Water	5
W03	Water Supply; Treatment and Distribution	6

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	9
c. Total Work	9

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: 

h. DATE: 4/14/2025

c. NAME AND TITLE: Gary Nadeau, PE, Senior Vice President

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ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RPS-25-00116

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: American Acquisition Group, LLC	3. YEAR ESTABLISHED: 2003
	4. UNIQUE ENTITY IDENTIFIER: 20-0483694
2b. STREET: 711 N Sherrill Street - Suite B	5. OWNERSHIP
2c. CITY: Tampa; 2d. STATE: FL; 2e. ZIP CODE: 33609	a. TYPE: C Corporation
	b. SMALL BUSINESS STATUS: NA
6a. POINT OF CONTACT NAME AND TITLE: D. Wade Brown, President/CEO	7. NAME OF FIRM *(If Block 2a is a Branch Office)*
6b. TELEPHONE NUMBER: 813-287-8191; 6c. EMAIL ADDRESS: wade@americanacquisition.com	

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
American Acquisition Group, Inc	1993	

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
	Other Employees	38	
	Total	38	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
	Right of Way Services (project management, acquisition, relocation, eminent domain)	6

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	
b. Non-Federal Work	6
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: 03/21/2025

c. NAME AND TITLE: D. Wade Brown, President and CEO

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: Adams Traffic, Inc.	3. YEAR ESTABLISHED: 2001
	4. UNIQUE ENTITY IDENTIFIER:
2b. STREET: PO Box 997	5. OWNERSHIP
2c. CITY: Plant City	2d. STATE: FL
	2e. ZIP CODE: 33564
	a. TYPE: Corporation
6a. POINT OF CONTACT NAME AND TITLE: Nancy Adams, PE, President	b. SMALL BUSINESS STATUS: SBE
	7. NAME OF FIRM *(If Block 2a is a Branch Office)*
6b. TELEPHONE NUMBER: 813-763-7763	6c. EMAIL ADDRESS: nadams@adamstraffic.com

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
60	Transportation Engineering	5	
	Other Employees		
	Total	5	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
T03	Traffic/Transportation Engineering	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	4
c. Total Work	4

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Nancy Adams

b. DATE: 3/20/2025

c. NAME AND TITLE: Nancy Adams, PE, President

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: Alfka, LLC	3. YEAR ESTABLISHED: 2013
	4. UNIQUE ENTITY IDENTIFIER: 079399274
2b. STREET: 400 NORTH TAMPA STREET. SUITE 1440	5. OWNERSHIP
	a. TYPE: Partnership
2c. CITY: Tampa	2d. STATE: FL / 2e. ZIP CODE: 33602
	b. SMALL BUSINESS STATUS: YES
6a. POINT OF CONTACT NAME AND TITLE: Luis Alfredo Cely - Manager	7. NAME OF FIRM *(If Block 2a is a Branch Office)*
6b. TELEPHONE NUMBER: 813.544.2866	6c. EMAIL ADDRESS: info@alfka.com

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
12	Civil Engineer	3	
58	Technician Analyst	7	
	Other Employees		
	Total	10	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
T03	Traffic & Transportation Engineering	2

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	0
b. Non-Federal Work	4
c. Total Work	4

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: 04/04/2025

c. NAME AND TITLE: Luis Alfredo Cely - Manager

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any): 25-D-00002

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM *(or branch office)* NAME	3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
Surveying And Mapping, LLC (and subsidiaries)	**1994**	**N9P2JJCAH443**

2b. STREET	5. OWNERSHIP
108 W. Country Club Drive	a. TYPE

2c. CITY	2d. STATE	2e. ZIP CODE	
Tampa	**FL**	**33612**	**Limited Liability Company**
			b. SMALL BUSINESS STATUS
			N/A

6a. POINT OF CONTACT NAME AND TITLE	7. NAME OF FIRM *(if Block 2a is a Branch Office)*
Patrick A. Smith, RPLS | Executive Vice President, Principal	

6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS
512-685-3542	**psmith@sam.biz**

8a. FORMER FIRM NAME(S) (if any)	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
Surveying And Mapping, Inc. (SAM, Inc.)	**1994**	**86-720-3556**

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	208	2
03	Aerial Photographer	16	1
08	CADD Technician	474	2
12	Civil Engineer	33	2
14	Computer Programmer	6	0
15	Construction Inspector	61	2
16	Construction Manager	9	0
28	Geodetic Surveyor	3	0
29	GIS Specialist	35	0
38	Professional Land Surveyor	112	2
46	Photogrammetrist	8	0
48	Project Manager	142	2
49	Remote Sensing Specialist	15	0
53	Scheduler	2	0
	Contract Compliance Specialist	8	1
	Geospatial Field Technician	9	0
	Pilot	11	0
	SUE Field Specialist	43	4
	SUE Field Technician	79	0
	Survey Field Specialist	208	3
	Survey Field Technician	204	2
	Utility Construction Inspector	3	0
	Utility Coordinators	28	0
	Total	**1,717**	**23**

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	9
C15	Construction Management, CEI	9
C16	Construction Surveying	8
D06	Digital Orthophotography	5
G04	GIS Services	6
G05	Geospatial Data Conversion, Scanning, Digitizing, Compilation	5
H13	Hydrographic Surveying	1
L02	Land Surveying	10
P03	Photogrammetry	5
T04	Topographic Surveying and Mapping	9
U03	Utilities (SUE and Utility Coordination)	9

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	7
b. Non-Federal Work	10
c. Total Work	**10**

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,0000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 

b. DATE: 1/10/2025

c. NAME AND TITLE: **Patrick A. Smith, RPLS | Executive Vice President, Principal**

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RSFLTAM? 284 202

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RSQ-KM-25-020

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: Southeastern Archaeological Research, LLC	3. YEAR ESTABLISHED: 1993
	4. UNIQUE ENTITY IDENTIFIER: MNMMZXMQT873
2b. STREET: 3117 Edgewater Drive	5. OWNERSHIP
2c. CITY: Orlando; 2d. STATE: FL; 2e. ZIP CODE: 32804	a. TYPE: Limited Liability Company
	b. SMALL BUSINESS STATUS:
6a. POINT OF CONTACT NAME AND TITLE: Anne V. Stokes, PhD, RPA, President	7. NAME OF FIRM *(If Block 2a is a Branch Office)*
6b. TELEPHONE NUMBER: (407) 236-7711; 6c. E-MAIL ADDRESS: Anne@searchinc.com	

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	36	24
05	Archaeologist	70	37
	Architectural Historian	14	10
	Curator	14	10
	Geomorphologist	1	1
29	GIS Specialist	4	2
31	Health Facility Planner	1	0
	Historian	3	1
48	Project Manager	24	15
49	Remote Sensing Specialist	1	1
58	Technician / Analyst	34	30
	Other Employees		
	Total	202	131

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C14	Conservation and Resource Mgmt	6
E01	Archaeological Investigations	8
H08	Historic Preservation	6
R07	Remote Sensing	5

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	7
b. Non-Federal Work	8
c. Total Work	9

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: 

b. DATE: 02/18/2025

c. NAME AND TITLE: Anne V. Stokes, PhD, RPA, President

ARCHITECT ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
Tierra, Inc.			**1992**	**KJS8GUCMSLP3**
2b. STREET			5. OWNERSHIP	
7351 Temple Terrace Highway			a. TYPE	
2c. CITY	2d. STATE	2e. ZIP CODE	**Corporation**	
Tampa	**FL**	**33637**	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE				
Larry P. Moore, P.E., Vice President			7. NAME OF FIRM *(If block 2a is a branch office)*	
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS			
(813) 989-1354	lmoore@tierraeng.com			

8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
2	Administrative	21	
8	CADD Technician	3	
15	Construction Inspector	98	
24	Environmental Scientist	6	
27	Foundation/Geotechnical Eng	31	
58	Technician	29	
	Other (Engineering Interns)	11	
	Total	**199**	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
S05	Soils & Geologic Studies: Foundations	7
T02	Testing and Inspection Services	6

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

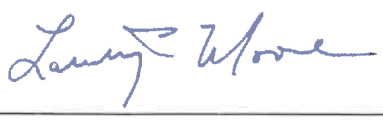
a. Federal Work	
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000.
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
	April 3, 2025
c. NAME AND TITLE	
Larry P. Moore, P.E., Vice President	

D

LOCATION AND WORKLOAD

TAB D. LOCATION AND WORKLOAD

The lead office for this contract will be Kimley-Horn's Tampa office located at 201 North Franklin Street, Suite 1400, Tampa, FL 33602, just a half hour from Pasco County's offices. Our local leadership team, led by project manager, **Alejandro Mendez, PE**, is ultimately responsible for overseeing the performance of all aspects of every task assignment and will be held accountable to stakeholders and County staff. They will actively engage in every stage, guiding our engineering and design teams while consistently updating Pasco County. Additionally, Alejandro is a resident of Pasco County and closely located to the project location as well as Counties offices.



Our Benefit to the County. Our proactive approach begins with immediate and clear communication. At Kimley-Horn, production meetings are held weekly to enable staff, task managers, and project managers to stay up to date regarding current and projected workloads. Weekly regional production meetings are also held to assess the availability and distribution of resources among Kimley-Horn's 22 Florida offices. We know the importance of meeting our clients' deadlines—our depth of staff and ability to activate resources from other offices will ensure that we complete your projects on time.

Current and Projected Future Workloads

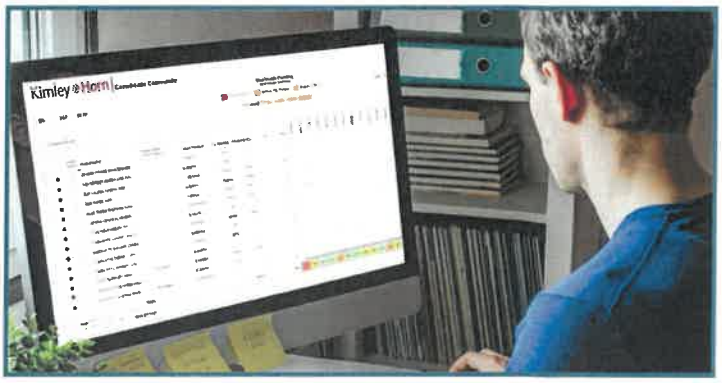
Kimley-Horn is not only readily available and equipped with the capacity to serve Pasco County on this contract, but we also bring the expertise essential to seamlessly handle the scope of services. Our current workload consists of projects that are either completed, awaiting further development, or awaiting funding for construction. Our active, ongoing projects are noted below. Offering the technical resources of a nationally ranked organization and the personal service of a local firm, we'll regularly evaluate our workload against our resources in Florida. Our project manager, **Alejando Mendez, PE**, is readily available now to begin this project, is empowered to commit necessary resources, and has demonstrated effective project management on numerous contracts throughout the State of Florida.

Our local staff is supported by over 1,500 employees across 22 Florida offices and more than 8,500 employees nationwide. With excess capacity, we can readily meet the technical and manpower needs expected for this contract. Our firm's philosophy prioritizes sharing resources across offices, divisions, and regions, ensuring long-term staff stability and client satisfaction. Our regional and divisional managers routinely adjust manpower and workloads, **guaranteeing ample staff and technical resources for on-time project completion.**

Our project team members were selected based on two key criteria:

1. **Their experience with similar projects**
2. **Their availability to assume major technical responsibilities within your project schedule**

Kimley-Horn's castaheads system details each project's personnel needs, continuously matching them with staff availability to keep our projects on schedule. Castaheads is a management information system (MIS) to continuously track our financial performance and productivity. One of the key elements of the MIS is a reliable forecasting process we call the "castahead" system. The castahead system is the primary means of tracking and evaluating our staffing needs. Updated monthly by the project managers, the castahead system forecasts our workload for the next month and the upcoming six-month period. The castahead process ensures that sufficient staff and hours are available to meet project schedules.



A review of our castaheads assures you that the selected staff members are available immediately and well-positioned to handle the workload. Our subconsultants have also committed their resources to serve the County on this contract. The table below shows an estimation of our team's current and future projected workload as well as the availability based on our understanding of the expected schedule. The following projects are currently in production or soon to be completed prior to the start of this project:

- Fort Hamer Road and Bridge PD&E Study and Final Design, Bradenton, FL – 90%
- PD&E, Engineering & Design for Nova Road (CR532) Widening from US 192 to Sunbridge Pkwy – 99%
- PD&E Study for Poinciana Parkway Extension from CR 532 to North of I-4/SR 429 Interchange – 100%
- Thompson Nursery Road PD&E, Widening and Extension, Polk County, FL – 80%
- SR 70 PD&E Study from Manatee County Line to Peace River Bridge, Desoto County, FL –15%
- River Road Widening E. River Road to US41 (Phase 1&2), West Villages Improvement District, Sarasota – 40%

NAME	ROLE	AVAILABILITY
Alejandro Mendez, PE	Project Manager	85%
Gary Nadeau, PE	Principal-in-Charge	25%
Lisa Stone	Quality Control Manager	25%
Sarah Johnson, CE	Deputy Project Manager; Natural Resources	65%
Andy Gregg, PE	Deputy Project Manager; Engineering Analysis/Roadway/ Safety Design	75%
Shaleese Pitterson	Public Involvement	50%
Michael Garau, PE	Documentation/NEPA Support	35%
Cris Schooley, PE, AICP	Documentation/NEPA Support	45%
Tori Bacheler, PWS	Natural Resources	55%
Jeff Hemphill, PWS	Natural Resources	55%
Tad Hardy, PE	Noise Analysis	25%
Chris Hunt, PhD	Cultural Resources	65%
Jeff Shanks	Cultural Resources	45%
Bill Spinner, PG	Contamination	35%
Shari Barnwell, PE	Engineering Analysis/Roadway/Safety Design	55%
Nick Provenzo, PE	Engineering Analysis /Roadway/Safety Design	65%
Jordan Walker, PE, ENV SP	Engineering Analysis/Utility & Water	60%
Deborah Knighton, PE	Drainage/Stormwater Design	75%
Barry Switzer, PE	Drainage/Stormwater Design	55%
Andrew Stastny, PE, PTOE, RSP21	Traffic Analysis/Engineering; Signals	75%
Basit Ali, PE	Traffic Analysis/Engineering; Signals	65%
Mason Hoke, EI	Traffic Analysis/Engineering; Signals	85%
Joseph Roberts, PE	Structures	35%
Nolan Villatoro, PE, FRSE	Structures	55%
Adams Traffic, Inc.	Traffic Data Collection	25%
AlfKa, LLC	Utility Coordination	45%
American Acquisition Group, LLC	R/W Acquisition	As Needed
Surveying and Mapping LLC	Survey, Mapping, SUE	55%
Southeastern Archaeological Research, LLC	Cultural Resources	As Needed
Tierra, Inc.	Geotechnical Services	55%
The Valerin Group	Public Involvement	65%



QUALITY/COST CONTROLS

TAB E. QUALITY/COST CONTROL

Kimley-Horn stands out with distinctive abilities and innovative approaches evident in our track record of successful projects. We endeavor to provide all the necessary controls, and actions to help this project stay on track and is completed in a timely manner. Some highlights include:

Unique Abilities, Innovative Approaches, and Special Considerations

Alignment Expertise. Our focus on vertical and horizontal alignment minimizes environmental impact, reduces fencing needs, and preserves historic vegetation, showcasing our commitment to sustainability.

Sustainable Pavement Practices. We incorporate recycled materials like reclaimed asphalt pavement (RAP) and crushed concrete for cost-effective, eco-friendly road surfaces, emphasizing sustainability in our pavement solutions.

Optimized Drainage. We prioritize maintaining existing drainage characteristics, and simplifying design and permitting processes, resulting in both cost and time savings for our clients.

Innovative Public Engagement. We have an experienced team of professionals and employ virtual engagement techniques to enhance public involvement, keeping stakeholders informed and engaged throughout the project lifecycle.

Technology Integration. Leveraging smartphone, tablet, and mobile apps supports project implementation, economic development promotion, and fosters efficiency in our operations.

Proactive Permitting Strategies. Through advance permitting, we prepare comprehensive data and documentation, akin to "draft permits," demonstrating our commitment to proactive agency coordination and early dialogues.

Sustainable Landscaping Solutions. Our landscaping approach involves relocating historic trees and utilizing Florida-friendly plants with underground irrigation systems, creating aesthetically pleasing and environmentally sustainable landscapes.

Precision with 3D Graphics. The use of 3D design for precise material placement with GPS machine guidance highlights our commitment to innovation and cost reduction in project implementation.

Kimley-Horn recognizes the importance of efficient project execution, we aim to minimize the County's resource allocation by swiftly and responsively handling a wide range of engineering controls to prevent actions for undesirable or unacceptable work product. **Our proactive approach is simply communication; constant, often, and whenever necessary.** We will draw from our experience of successful contracts with the local municipalities in the past and defer to the County for an in-depth understanding of the County's operations and requirements. We are positioned to leverage our knowledge, along with the insights gained from previous projects with a similar scope and size to this upcoming Route Study. Kimley-Horn facilitates a timely, cost-effective completion by actively communicating with you when challenges arise and effectively managing expectations and coordination or a successful project.

The combined strengths of our team, including our skills, extensive experience, and unwavering dedication, ensure that every project for the County will be successfully executed within the specified schedule and budget parameters, without compromise.

Controls to Maintain Schedule and Budget

Our extensive experience, spanning decades of collaboration on similar projects, has equipped us with effective project management and reporting procedures to maintain control over both schedule and budget. Our refined program management procedures have consistently proven effective.

- **Project Definition/Scoping.** Based on mutual understanding, we'll closely collaborate with County staff to create a detailed statement of services outlining tasks, deliverables, schedules, and fees.
- **Project Implementation.** Our execution will align with the agreed-upon scope. Early coordination with regulatory agencies will precede detailed submittals.
- **Project Scheduling.** We use Microsoft Project with Critical Path Method to identify and manage key tasks. Our project manager, **Alejandro Mendez, PE**, with our Deputy Project Managers **Sarah Johnson, CE** and **Andy Gregg, PE**, will establish an initial schedule, and any deviations will be promptly communicated.
- **Project Management.** Our project manager will maintain routine communication with the County, including monthly updates and weekly check-ins. Our project management plan will be provided to all team members, ensuring schedule adherence.
- **Budgetary Monitoring.** Using an S-Curve management approach, our project manager will actively monitor charges bi-monthly. Bi-weekly project details and monthly expenditure summaries will be accessible online, aiding budget control.
- **Quality Assurance.** A project-specific Quality Control program, subject to County approval, will be developed under this contract. Our Quality Control Manager, **Lisa Stone, PE**, will ensure adherence to quality deliverables, schedules, and budget requirements. Our proprietary "castahead" staffing system will guarantee ample resources to meet contract needs.

Quality Control/Quality Assurance

Quality Control is an integral part of Kimley-Horn's culture. Kimley-Horn has a well-defined QC/QA plan that identifies each staff person's role and responsibilities in the process. It is based on the following best practices and principles:

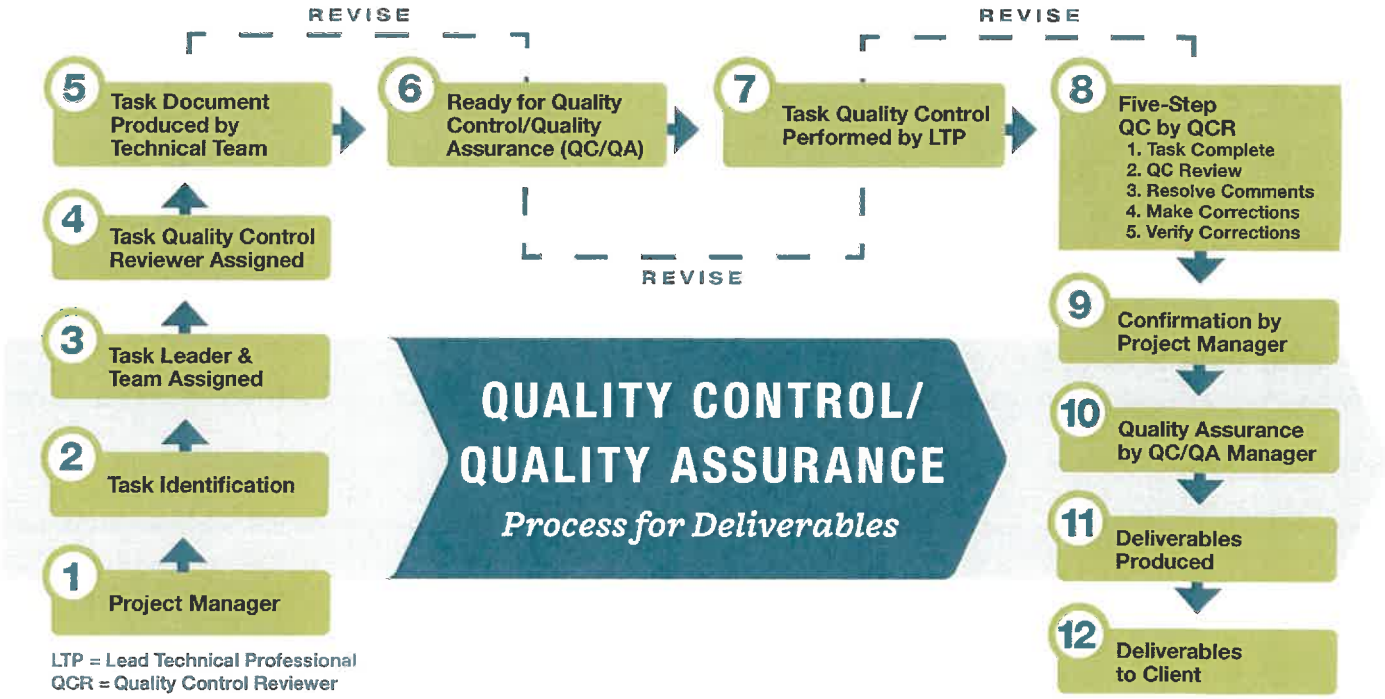
Kimley-Horn Quality Control Is



The Kimley-Horn team considers the QC/QA process a critical component of project delivery. As a result, we have designated a key senior professional to provide an independent review of each deliverable and oversee the overall process.

QC/QA Compliance

Subconsultants must adopt Kimley-Horn's QC/QA Plan for the professional services and deliverables they are providing to Kimley-Horn and Pasco County for the completion of the assignment or demonstrate that they have a QC/QA plan comparable to Kimley-Horn's. One of the important tenets mentioned above is that individuals assigned to review, check, and backcheck are not solely responsible for performing the work. A corollary to this important principle is that we will guarantee that the same reviewers see their assignment through from the initial review through the last submittal. This helps to ensure that the first review, the critical review gets it right, helping to avoid costly changes later in the design.



F

REQUIRED FORMS

OFFEROR INFORMATION/CERTIFICATION FORM

(MUST BE INCLUDED WITH OFFEROR'S SUBMISSION)

(This form must be FULLY executed with original authorized signature and TWO witness signatures)

1. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

   Kimley-Horn and Associates, Inc.

   (This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

2. Name/title of contact person for the Offeror: Alejandro Mendez, PE, Project Manager

3. Local business and mailing address: 201 N. Franklin Street, Suite 1400, Tampa, FL 33602

4. Primary business and mailing address: 421 Fayetteville St. Suite 600, Raleigh, NC 27601

5. Telephone number: (813) 620.1460 Fax: ( ) N/A

   Email Address: alejandro.mendez@kimley-horn.com

The above-named Offeror affirms and declares:

A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.

B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this response or in the contract proposed to be entered into except as expressly stated below:

C. That this response is made without any understanding, contract, or connection with any other person, firm or corporation making a response for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:

E. That the Offeror is in compliance with Section 448.095(2), Florida Statutes, requiring Offeror and its Subcontractors to register with and utilize the U.S. Department of Homeland Security's

E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The Offeror also confirms that no public employer has terminated a contract with the Offeror for failure to comply with Section 448.095(2), Florida Statutes within the 12 months preceding the date this Certification Form is signed by the Offeror.

F. That no officer or employee or person whose salary is payable in whole or in part from the County is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.

G. That the Offeror has received and carefully examined all Addenda issued prior to uploading its response and its response will be in accordance with all Addenda prior to response opening.

H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting responses for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting responses for contracts issued by any subdivision or agency of the State of Florida.

I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.

J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the response opening date; and e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A

_____ Local Business located in Pasco County
__X__ Business located within Hillsborough, Pinellas, Polk, or Hernando County

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State and/or Federal Funds Involved: N (Y if applicable, N if not applicable)

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

K. By signing this Certification, I represent that I am of lawful age and have the authority to bind the Offeror for contract purposes. **If someone other than the President of the corporation, or a member of a member-managed limited liability company, or the manager of a manager managed limited liability company, then one of the following must be submitted with this Certification:**

1. If Offeror is a corporation (includes incorporated or company, or abbreviations thereof, in its name), and if other than the President of the corporation is signing this Certification, then one of the following must be submitted with this Certification:

   a. a current corporate resolution naming the officer or person signing this Certificate as authorized to sign contracts on behalf of the company or,

   b. a copy of the Board of Directors' resolution or meeting minutes designating the officer or person signing this Certificate as authorized to sign contracts for the corporation, certified by the secretary of the corporation. (Attached)

2. If Offeror is a limited liability company, then the following must be submitted with this Certification: a copy of the Operating Agreement of the limited liability company showing that that person signing this Certificate is authorized to sign contracts for the limited liability company.

L. Attached to this response is a copy of the Certificate of Status from the Florida Secretary of State, Division of Corporations, which can be downloaded from https://dos.myflorida.com/sunbiz/search/.

M. Exceptions to Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

_____

_____

_____

IN WITNESS WHEREOF, this response is hereby signed and sealed as of the date indicated.

ATTEST: OFFEROR:

Chris Williams
Witness No. 1 - Print Name

Chris Wilson
Witness No. 1 – (Signature in Ink)

LAURA VALENTE-JOHNSON
Witness No. 2 – Print Name

Witness No. 2 – (Signature in Ink)

BY: _____
(Authorized Signature in Ink)

Gary Nadeau, PE
(Printed name of Signatory)

Senior Vice President
(Printed Title of Signatory)

April 9, 2025
(Signature Date)

CORPORATE SEAL
(where appropriate)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL N.C.

State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on March 21, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of April, 2025

Secretary of State

Tracking Number: 6244092437CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Sunbiz.org Division of Corporations an official State of Florida website

Detail by Entity Name

Foreign Profit Corporation
KIMLEY-HORN AND ASSOCIATES, INC.

Filing Information

Document Number	821359
FEI/EIN Number	56-0885615
Date Filed	04/24/1968
State	NC
Status	ACTIVE

Principal Address

421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Changed: 04/03/2024

Mailing Address

421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Changed: 04/03/2024

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/14/2008

Address Changed: 01/24/2017

Officer/Director Detail

Name & Address

Title Senior Vice President

Nathan, Aaron W
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Schanen, Kevin M.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Blakely, Stephen
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Kaltsas, Joseph D.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Mutti, Brent H.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Colvin, Scott W.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Chairman

Barber, Barry L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Flanagan, Tammy L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Frysinger, Ashley M.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Harry, Jennifer L
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Kaltsas, Joseph D.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Nathan, Aaron W
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Schanen, Kevin M.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Barber, Barry L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Lefton, Steven E.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Blakley, Stephen W.
421 Fayetteville Street
Suite 600

Raleigh, NC 27601

Title Senior Vice President, Secretary

Cook, Richard N.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title CFO, Senior Vice President

Flanagan, Tammy L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title CEO, President

Lefton, Steven E.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title VP, Treasurer, Assistant Secretary

McEntee, David L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Mutti, Brent H.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Dvorak, William E., Jr.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Colvin, Scott W.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Good, Brian A.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Frysinger, Ashley M.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Frysinger, Ashley M.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Annual Reports

Report Year	Filed Date
2022	02/10/2022
2023	02/22/2023
2024	04/03/2024

Document Images

04/03/2024 – ANNUAL REPORT	View image in PDF format
02/22/2023 – ANNUAL REPORT	View image in PDF format
02/10/2022 – ANNUAL REPORT	View image in PDF format
04/24/2021 – ANNUAL REPORT	View image in PDF format
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11/25/2019 – AMENDED ANNUAL REPORT	View image in PDF format
04/27/2019 – ANNUAL REPORT	View image in PDF format
06/21/2018 – AMENDED ANNUAL REPORT	View image in PDF format
03/15/2018 – ANNUAL REPORT	View image in PDF format
04/28/2017 – ANNUAL REPORT	View image in PDF format
08/02/2016 – AMENDED ANNUAL REPORT	View image in PDF format
01/28/2016 – ANNUAL REPORT	View image in PDF format
09/09/2015 – AMENDED ANNUAL REPORT	View image in PDF format
04/15/2015 – ANNUAL REPORT	View image in PDF format
04/22/2014 – ANNUAL REPORT	View image in PDF format
01/14/2013 – ANNUAL REPORT	View image in PDF format
03/29/2012 – ANNUAL REPORT	View image in PDF format
02/17/2011 – ANNUAL REPORT	View image in PDF format
04/21/2010 – ANNUAL REPORT	View image in PDF format
04/30/2009 – ANNUAL REPORT	View image in PDF format
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04/30/2003 -- ANNUAL REPORT	View image in PDF format
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03/02/2000 -- ANNUAL REPORT	View image in PDF format
03/17/1999 -- ANNUAL REPORT	View image in PDF format
02/12/1998 -- ANNUAL REPORT	View image in PDF format
02/27/1997 -- ANNUAL REPORT	View image in PDF format
03/05/1996 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Kimley-Horn and Associates, Inc. Profile ACTIVE

Company Information

Company Name
Kimley-Horn and Associates, Inc.

Doing Business As (DBA) Name

Company ID
2023677

Enrollment Date
Nov 16, 2022

Employer Identification Number (EIN)
560885615

Unique Entity Identifier (UEI)
DS7JWCWDLQU7

DUNS Number
061099131

Total Number of Employees
5,000 to 9,999

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

Subsector
Professional, Scientific, and Technical Services

Kimley»Horn

Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2024 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: December 18, 2024

Richard N. Cook, Secretary

(corporate seal)

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2024

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

ATLANTIC

BALTIMORE CITY
Kraft, Jonathan H.
Miller, Sean T.
Murphy, Erin M.
Smith, Jeff B.

BALTIMORE COUNTY
Leffner, Nicholas J.
Hutton, Heather

BOSTON
Jacques, Christopher
Keegan, Katherine A.

CHARLOTTESVILLE
Oliver, Jonathan H.

HARRISBURG
Bankert, Larry I.
McGinley, Steve M.

LOUDOUN
Bollinger, Kyle T.
Giffin, Geoffrey D.
Stevens, Ross S.

NORTHERN VIRGINIA
Carter, Erica V.
D'Alessandro, Jonathan J.
Elman, Paul D.
Frosch, Colin
Howell, Christopher M.
Kauppila, John L.
Knox, Sarah E.
Koopman, Jennifer R.
Lefton, Steven E.
Millot, Sean M.
Musson, David B.
Powell, Meredith P.
Prunty, Robert W.
Samba, David B.
Sauro, Thomas J.
Schrader, Carly N.
Smith, Andrew T.
Teague, M. Zach
Whyte, Richard D.

PHILADELPHIA
CENTER CITY
Harmon, Amanda R.
Hughes, Paul W.
Morgan, Taylor M.

PITTSBURGH
Beaves, Adele M.
Beduhn, Tyler J.
Moldovan, William

PRINCETON
Diggan, Tony W.
Gibson, Adam T.

RICHMOND
Chance, Maxwell P.
Crum, Katie E.
Dougherty, Sean P.
Harrell, Matthew T.
Hill, Corey W.
Lickliter, Ashley C.
McCray, Danielle R.
McPeters, Brian A
Perkins, Ryan R.
White, Timothy E.

VIRGINIA BEACH
Chambers, Jon S.
Dallman, David B.
Davidson, Scott O.
Falk, Katherine W.
Farthing, Andrew P.
France, William D.
Funk, Gerald S.
Holland, Kimberly R.
Holland, Stephen R
Mackey, William F.
Mertig, Karl E.
Moser, Emily A.
Niss, Robyn M.
Schmitt, Gregory H.
Votava Charles F.
Wharton, Michelle L.
Williams, Kyle D.
Yee, Leong Wee

WHITE PLAINS
Canning, Thomas J.
Van Hise, Kevin A.

CALIFORNIA

COACHELLA VALLEY
Sutton, Mike S.

LONG BEACH
Hewitt, Melissa A.
Phillips, Chad E.
Starkey, Jonathan H.

LOS ANGELES
Duong, Danh
Fares, Jean B.
Kyle, Gregory S
Phaneuf, Alyssa S.
Ranta, Shahrzad

MONTEREY
Falgout, Mark A.

OAKLAND
Akwabi, Kwasi
Colety, Mike D.
Dankberg, Adam J.

ORANGE
Adrian, Darren J.
Bossu, David M.
Glaze, Jacob S.
Kerry, Nicole M.
Matson, Jason B.
Marechal, Jason A.
Melchor, Jason J.
Melvin, M. Pearse

PLEASANTON
Chazbek, Chadi
Johnson, Miles R.
Mowery, Michael C.
Sowers, Brian E.

RIVERSIDE
Cowan, Eugene D.
Pollock, John A.

SACRAMENTO
Bhatt, Sheetal K.
Melvin, Enda
Pittalwala, Fareed S.
Schmitt, Michael L.
Tait, Zachary T.
Weir, Matthew D.

SANTA CLARITA
Chakravarthy, Srikanth

SAN DIEGO
Barlow, Matthew T.
Becker, Justin S.
Harry, Jennifer L.
Kaltsas, Joseph D.
Madsen, Michael P.
McCormick, Matthew B.
McWhorter, Samuel L.
Podegracz, Anthony J.
Ulery, Megan R.
Valencia, Jason B.

SAN JOSE
Hedayat, Leyla
Mehta, Parag G.
Venter Frederik J.

SAN MATEO
Pulliam, John E.

CAROLINAS

CHARLESTON
Edmonson, William C.
Guy, Jonathan R.

CHARLOTTE
Blakley, Jr., Stephen W.
Denney, Seth A.
Edwards, Matthew A.
Lewis, Ryan T.
Racer, Joseph M.
Taylor, Benjamin S.

COLUMBIA
Iser, Christopher M.

DURHAM
DOWNTOWN
Lewellyn, Earl R.
Raney, Nolan D.

FORT MILL
Holcomb, John E.

GREENVILLE
Hensley, Stephen A.

HOLLY SPRINGS
Brewer, William J.

RALEIGH
Adams, Richard C.
Barber, Barry L.
Beck, Chadwick W.
Brewer, Brian J.
Cochran, Adam P.
Cook, Richard N.
Flanagan, Tammy L.
Glass, Brianne M.
Howell, Cory J.
Keil, Ashley R.
Kuzenski, John D.
Leverett, Christopher C.
Meador, Emily H.
Netzer, Lesley E.
Thompson, Erin K.

CENTRAL

DALLAS
Fraccaro, Joseph A.
Galloway, Steven D.
Harris, Mark E.
Henrichs, Tyler B.
Hoppers, Kevin P.
Moss, Bradley J.
Rader, Aaron K.
Samarripas, Anthony M.
Sulkowski, Nicholas E.
Williamson, Sarah T.

FORT WORTH
Arnold, Douglas M.
Arnold, Scott R.
Atkins, John R.
Hill, Bradley J.
Igo, Chris P.
James, Richard J.
Kubista, Kyle P.
Nathan, Aaron W.
Webb, Floyd C.

FRISCO
Coppin, Thomas G.
McCracken, Paul D.
Dickey, Kyle A.
Ross, Casey J.

IRVING/LAS COLINAS
Ante, Louis N.

FLORIDA

BOCA-DELRAY
Webber, Jason A.
Haggerty, Jordan L.

DAYTONA BEACH
Stubbs, Jarod C.

FORT LAUDERDALE
Alam, Mudassar M.
Capelli, Jill A.
Cordasco, John L.
Dabkowski, Adrian K.
Emmons, Erin N.
Falce, Christopher T.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2024

McWilliams, John J.
Robertson, Stewart E.
Viola, Stefano F.

FORT MYERS
Bryant, M. Lewis
Clark, Kellie R.

GAINESVILLE
Brighton, Ali H.
Towne, Christopher D.

JACKSONVILLE
Brenny, Martin T.
Deitsch, Brian S.
Mecca, Joseph P.
Mullis, Raiford M.
Roland, George E.
Shelton, Mark W.

LAKELAND
Lewis, Jason A.
Wilson, Mark E.
White, Wayne E.
Wynn, Jared M.

LAKE NONA
Ashby, Brian S.
Stickler, Brooks A.

MELBOURNE
Husainy, Kinan F.

MIAMI
Almonte, Leonte I.
Baldo, Burt L.
Buchler, Aaron E.
Collier, Julio A.
Fernandez, Jorge L.
Fye, Barton J.

OCALA
Busche, Richard V.
Gartner, Amber L.
Losito, Gene B.

ORLANDO
Chau, Hao T.
Lenzen, Brent A.
Littrell, Lance R.
Martin, Jonathan A.
Mingonet, Milton S.
Roberts, Heather A.
Thigpen, Jonathan D.
Wetherell, Ryan S.

PALM BEACH GARDENS
Long, Jamea M.
Meyer, Alexis E.

SARASOTA
Cianfaglione, Christopher D.
Klepper, B. Kelley
Leep, Jordan E.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG
Arriaga, Brooke R.
Bishop, Mark C.
Dodge, Dawn M.
Walker, Jordan W.

TALLAHASSEE
DeVeau, Zachariah A.
Kalbli, Shawn C.
Lewis, Kelsey V.

TAMPA
Bulloch, Kelly B.
Collins III, Carroll E.
Gilner, Scott W.
Lee, Nathan Q.
Nadeau, Gary J.

VERO BEACH
Good, Brian A.
Hollen, Christopher J.
Lawson, Jacob B.
Roberson, Kevin M.
Thomas, Melibe S.
Van Rens, Peter J.

WEST PALM BEACH
Lee, Jason R.
Rapp, Bryan T.
Regueiro, Eric
Schanen, Kevin M.
Schwartz, Michael F.
Tercilla, Lindsey A.
Walthall, David W.

WPB DOWNTOWN
Heggen, Christopher W.
Spruce, Michael D.

MIDWEST

CHICAGO DOWNTOWN
Lemmon, Peter C.
Marnell, Colleen L.
Mayer, Joseph P.
Morton, Jr., Arthur J.
Panter, Jake H.
Whitson, Bryan D.

CHICAGO NORTH SUBURBS
Cooper, Jason C.
Tracy, Eric J.
West, Craig L

CHICAGO WEST SUBURBS
Fancler-Splitt, Rory K.
Garner, Chad S.
Heinen, Andrew N.
Kaufman, Phil R.
Walker, Michaela E.
Walker, William A.

COLUMBUS
Muller, Justin M.
Reeves, Michael C.
Schall, Andrew J.
Schnug, Regan A.

INDIANAPOLIS
Butz, Jr., William A.
Timko, Michael J.
Sheward, Bryan A.
Wolfred, Maurice A.

KANSAS CITY
Kist, Matthew D.
McKerrow, Jeff D.
Myers, Zachary

NORTHEAST OHIO
Clements, Kevin J.

TWIN CITIES
Bourdon, Brandon J.
Coyle, Daniel J.
Elegert, Brandon R.
Hume, Robert M.
Jensen, Matthew D.
Matzek, William D.
Phipps, Ryan A.
Schmitz, William J.
Wall, Lisa M.
Zimmerman, David

TWIN CITIES – SOUTH
Fosmo, Eric J.

TWIN CITIES- WEST
Kuhnau, JoNette L.
Manning, Jon T.
Wurdeman, Brian M.

MOUNTAIN PACIFIC

ASPEN
Christensen, Bryce E.

BOISE
McDougald, Brandon D.
Nicholson, Tim P.

BROOMFIELD
Pratt, Anthony J.

COLORADO SPRINGS
Gunderson, Eric J.
Hess, Mitchell O.

DENVER
Andryscik, Kory J.
Colvin, Scott W.
Garinger, Amy M.
Heiberger, John R.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Skeehan, Daniel L.
Sobieski, Dennis M.
McGee, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

EVERETT
Lincoln, Bradley J.

FORT COLLINS
Felton, Emily P.

PORTLAND
Belsick, Jody W.
Meyerhofer, Peter N.

SALT LAKE CITY
Crowther, Brent C.
Gresham, Teresa R.
Johnson, Zachary A.
O'Brien, Molly M.

SEATTLE
Chen, Nicholas R.
Kamerath, Marcy
Reeverts, Canaan H.
Williams, David S.

SOUTHWEST

LAS VEGAS
Ahartz, Shannon R.
Jones, Christopher R.
Moles, Richard A.
Moore, Devin V.
Mosley, Michael S.
Wolf, Treasea

MESA
Burm, Jason M.
Grandy, Michael L.
Margetts, Sterling T.
Mutti, Brent H.
Walnum, Nathan C.

PHOENIX
Christian, Rajesh S.
Connelly, Alissa J.
Delmarter, Michael L.
Ehrick, Taylor R.
Henderson, Benjamin J.
Thoma, Jayme R.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Marella, Damon J.
Perillo, Adam C.
Sjogren, Timothy P.
Smalkoski, Brian R.

RENO
Hildebrandt, Timothy H.
Nasset, Brent J.

SCOTTSDALE
Jupp, Andrew M.
Rutkowski, David R.

TUCSON
Payne, Kevin W.
Rhine, Timothy J.

SOUTH

ALPHARETTA
Dufour, Zachary J.
Fanney, Angela L.
Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Shearouse, Sarah
Stricklin, David L.
Walker, John D.
Zittrauer, Derek M.

PEACHTREE CORNERS
Ergle, Kevin B.
Fink, Kenneth L.
Smith, Patrick N.

ATLANTA MIDTOWN
Bosman, Eric S.
Coleman, Sean H.
Elsey, Jeffrey B.
Pastore, Cristina C.
Ross, Robert A.
Triplett, Katherine R.

BIRMINGHAM
Bailey, Clark B.
Johnson, Elizabeth H.

CHATTANOOGA
Skidmore, Benjamin W.

FRANKLIN
Espelet, Leonardo E.

MEMPHIS
Danley, Drake E.
Minor, Henry W.
Peregoy, Samuel J.
Peregoy, Jennifer M.

MOBILE
Starling, Charles H.

NASHVILLE
Boyd, Mark R.
Creasman, Brett R.
McMaster, Ryan L.
Neal, Philip H.

Rhodes, Christopher D.

SAVANNAH
Gwaltney, Jamie N.
Marsengill, Chris C.

WOODSTOCK
West, Brian B.

TEXAS SOUTH

AUSTIN EAST
Ponton, Clinton J.

AUSTIN NORTH
Boecker, Brian C.
Hudson, Harrison M.
Kiewit, Jordan S.
Neal, Trey A.
Parker, Brian J.
Araque, Santiago A.
VanLeeuwen, Andrew W.

AUSTIN SOUTH
Mason, Sean R.
Williams, Robert B.

BRYAN/COLLEGE STATION
Harris, Joseph C.
Lucas, Michael D.

HOUSTON
Cargill, Kenneth W.
Deshpande, Vivek
Frysinger, Ashley M.
Frysinger, Chris V.
Guillory, Michael B.

PEARLAND
Hall, Andrew T.

SAN ANTONIO
Brignon, Brit A.
Farnsworth, Jeffrey A.
Holscher, Nicholas F.

THE WOODLANDS
Freeman, Jr., Steven C.
Kirland, Mark R.
Lewis, Tyler W.

KIMLEY-HORN AND ASSOCIATES, INC.

DRUG-FREE WORKPLACE

POLICY & PROCEDURES

revised October 2020

Disclaimer & Statement of Copyright

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POLICY

POLICY PARAMETERS

Purpose

Kimley-Horn and Associates, Inc. (Kimley-Horn) is committed to provide a safe, healthy, and productive work environment. To meet this objective, as well as our obligations under applicable federal and state laws, Kimley-Horn has a drug-free workplace policy and program that provides Kimley-Horn with reasonable measures to ensure that an employee drug or alcohol problem does not jeopardize the successful operation of our business, or otherwise negatively affect Kimley-Horn, our employees, or the general public.

Who Is Covered

The drug-free workplace policy covers all temporary employees, part-time employees, and full-time employees, including contract employees and interns of Kimley-Horn. When used throughout this policy, the term "employee" refers collectively to contract employees and interns, as well as temporary, part-time, and full-time employees, unless specified otherwise.

Final candidates for all job positions will be drug tested and if the individual is considered to have failed the employment screen process, the offer will be withdrawn.

Implementation of the Drug-Free Workplace Policy is subject to restrictions and/or requirements contained in federal, state and local laws, as well as specific collective bargaining agreements.

For the purpose of this policy, all Kimley-Horn employees are deemed to be in "safety-sensitive" positions.

Availability of Treatment

All employees and their family members have access to the Employee Assistance Program (EAP) at no charge.

Should there be a need for treatment, coverage is based on the parameters set forth in the employee's medical benefits plan. Employees who participate in another provider's plan should refer to that plan to determine what coverage is available. Employees are responsible for all costs of treatment that are not covered by their applicable medical benefits plan.

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HELP & INTERVENTION

Support for Voluntarily Seeking Help

Kimley-Horn encourages early diagnosis and sound treatment for drug- and alcohol-related problems and encourages employees to voluntarily and confidentially seek help.

In an effort to support employees in obtaining treatment, Kimley-Horn offers the services of an Employee Assistance Program (EAP). This service provides counseling and referral services for employees with drug- and alcohol-related problems and other personal problems. This service should be accessed directly and is available 24 hours a day, 365 days a year. The EAP provides experienced counselors to help with personal problems, including those related to drugs or alcohol. Anonymity and confidentiality are assured. In situations where an employee requests leave for treatment, Kimley-Horn will reasonably accommodate such requests and will attempt to place the employee in a comparable position upon his or her return to work.

Those employees who undergo voluntary counseling or treatment and who continue to work are subject to the same job performance and behavior standards as other employees. As with all employees at Kimley-Horn, those employees seeking voluntary counseling or treatment who fail to meet performance standards are subject to disciplinary action.

Intervention When Not Voluntarily Seeking Help

Whenever an employee has reasonable suspicion that the questionable behavior and/or action(s) of a fellow employee may be related to the use of drugs or alcohol, the employee should contact a member of his/her Regional Human Resources team. The information provided to Human Resources is confidential.

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PROHIBITED CONDUCT

The following employee conduct is prohibited on company property, on company business, and in company-supplied vehicles or vehicles being used for company business or during working hours, inclusive of meals and breaks. Engaging in any of the following prohibited conduct is considered a violation of the policy:

- Being under the influence of a controlled substance, illegally used drug, or alcohol
- Use, possession, manufacture, distribution, dispensation, sale, attempted sale, purchase, attempted purchase, cultivation, or storage (including in a desk, locker, automobile, or other repository) of a controlled substance, illegally used drug, or drug paraphernalia

  In addition, in accordance with state and/or federal law, Kimley-Horn does not allow any employee to use, possess, consume, distribute, store or be under the influence of any synthetic products simulating the effects of cannabinoid, cocaine, amphetamine products or other illegal drugs.
- Consumption, possession, manufacture, distribution, dispensation, sale, or storage (including in a desk, locker, automobile, or other repository) of alcohol.
  In addition, Kimley-Horn prohibits employees who leave company property during work hours to consume alcohol if they will be returning to work (e.g. meals and breaks).
- Refusing to consent to, submit to, tampering with or a failure to report for a test will result in termination.
- Disclosure of any information to individuals related to the following (other than in accordance with this policy, or as required by law):
  - Drug or alcohol testing referrals
  - The results of such testing
  - Treatment referrals
- For those employees referred for assessment or treatment by Kimley-Horn, failing to adhere to any of the requirements of the Rehabilitation Agreement.
- Conviction under any criminal drug or alcohol statute related to the following:
  - Conviction occurring in the workplace or occurring while conducting company business or while driving a company-owned or -leased vehicle or a personal vehicle for company business
  - Conviction that may adversely affect Kimley-Horn, the work performance or safety of Kimley-Horn employees, or the safety of others at work
  - Failure to notify a member of the Regional Human Resources team of any conviction under any criminal drug or alcohol statute within 24 hours or the next working day from the time of the conviction
  - Employees must immediately report any change in driver's license status to a member of the Regional Human Resources team if his/her job function may include driving a vehicle for company business.

- Failure to notify a member of the Regional Human Resources team of the use of a prescription drug that may alter the employee's physical or mental ability to perform his/her functions or operate a motor vehicle.

  In addition, the employee who reports the use of a prescription drug that may alter the employee's physical or mental ability to perform his/her job function must provide a memo from the prescribing licensed physician if it is recommended that the employee not continue to perform his/her job function for the term of the prescription, including any specified restrictions. The type of drug being taken and the purpose for taking the drug need not be reported.

  Kimley-Horn may temporarily place an employee in another position during the course of the employee's treatment. The employee's supervisor and a member of the Regional Human Resources team will determine whether the employee's job assignment should be temporarily changed while the prescription is being administered. The company reserves the option to contact the prescribing licensed physician or the pharmacist directly for guidance as to the employee's ability to continue performing his/her job function. The employee shall be present whenever possible.

- Refusing, when required under Kimley-Horn's policy, to sign the following:
  - Drug-free Workplace Policy Acknowledgment & Consent Form
  - Rehabilitation Agreement

- For employees engaging in the following conduct, either off company premises or during off-duty hours, the following is prohibited and will constitute a violation of the drug-free workplace policy:
  - Possession, use, manufacture, distribution, dispensation, cultivation or sale of controlled substances or illegally used drugs off company premises that may adversely affect the employee's work performance, or the employee's safety or others' safety at work
  - Illegal use of legal substances off company premises or during off-duty hours that may adversely affect the employee's work performance, the employee's safety or others' safety at work

Kimley-Horn never encourages the consumption of alcohol and alcohol will not be consumed at any Kimley-Horn function, unless expressly allowed. Alcohol may not be consumed in a Kimley-Horn office, including during office open houses. In rare situations, Regional Leaders may approve the consumption of alcohol in the office at after-hours industry functions. In addition, Kimley-Horn employees are prohibited from consuming alcohol during the business day or while on company business with the following exception: in the case of certain functions that include client entertainment, professional meetings, or senior recruitment activities, the company recognizes that alcohol may be consumed. In these cases, each employee must know his or her physiological limits and act responsibly to avoid impairment.

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DRUG & ALCOHOL TESTING

The methods used to determine the presence of alcohol or drugs in the system under this policy include a urine and/or breath test.

Kinds of Tests

Pre-Employment Drug Testing. Applicants shall be advised in connection with their application for employment that once offered a position they will be required to take a drug test. The following will disqualify an applicant from consideration: a verified positive drug test result, failure to consent to such a test, or not having the test conducted within seventy-two (72) hours of being notified unless additional time is approved by a member of Human Resources.

Reasonable Suspicion Drug and Alcohol Testing. Kimley-Horn shall test its employees for drugs and alcohol when there is reasonable suspicion of drug and/or alcohol use. Reasonable suspicion will be documented. Referrals for reasonable suspicion testing shall be coordinated by a member of the Regional Human Resources team.

Post-Incident Drug and Alcohol Testing. All employees who may have caused or contributed to an incident, as defined below, will be subject to a drug and alcohol test as soon as possible following the incident.

For the purposes of this policy, an incident is an unintended or intentional event which occurs on company property, on company business, or during working hours, or involves company-supplied motor vehicles or motor vehicles used for company purposes in which the employee is determined to be at fault, and which results in *any* of the following:

- A fatality of any party
- Bodily injury of any party requiring immediate medical treatment away from the scene
- A citation issued for a serious offense such as but not limited to: reckless driving or driving under the influence.

Due to time constraints, formal estimates and/or assessments are not required. A member of the Regional Human Resources team's estimate and/or assessment is acceptable for the purposes of determining the need for a drug and alcohol test based on the definition above.

The employee is required to immediately notify a member of his/her Regional Human Resources team of an incident. In cases of a vehicle accident, the procedures included in the supplied vehicle accident guidelines must be followed.

If required by a member of the Regional Human Resources team, an individual must remain available for testing. An individual who does not make himself or herself readily available for testing may be deemed to have refused to be tested. If the individual must leave the scene of the incident, he/she must make every effort to be tested or to contact a member of the Regional Human Resources team to inform them of his/her whereabouts.

A post-incident alcohol test must occur immediately or no later than 8 hours following the incident and a post-incident drug test must occur immediately or no later than 32 hours following the incident. For more information on the timing of post-incident tests, refer to the post-incident referral procedures in the Procedures Section of this document.

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If an employee who causes or contributes to an incident is exempt from post-incident testing because of state law, testing may still occur if reasonable suspicion exists.

Client-Required Drug and/or Alcohol Testing. Kimley-Horn employees will be tested when required by a client of Kimley-Horn when the client has a drug and alcohol testing policy in place and when such testing is in accordance with the client's policy and consistent with state and federal law.

Follow-Up Drug and/or Alcohol Testing. Employees referred by Kimley-Horn for treatment will be required to sign a Rehabilitation Agreement and may be subject to follow-up drug and alcohol testing.

- **For drugs.** Individuals referred for a drug problem will be subject to unannounced testing for the illegal use of drugs. Follow-up drug testing applies during the two (2) year period following referral and upon return to work.

- **For alcohol.** Individuals referred for an alcohol-related problem will be subject to unannounced testing for alcohol use. Follow-up alcohol testing will begin following referral and upon return to work and will continue until Kimley-Horn determines that the individual's alcohol use does not pose a direct threat to the safety of the individual or others in the workplace. However, follow-up alcohol testing will not exceed a two (2) year period.

Cost of Testing

The company will pay for any drug and/or alcohol test that it requests or requires. Should an employee request a retest, the cost is to be assumed by the employee unless otherwise stated.

Right to a Retest

An employee who tests positive on a confirmatory drug test required by the company may consult with the Medical Review Officer (MRO) to identify possible legitimate, biomedical explanations for the positive result. In addition, the employee may request in writing a retest of the original specimen at his/her expense within five (5) working days after the employee has been informed of the confirmed positive test result. An employee who tests positive for alcohol by breath is automatically given a retest at the time of the original collection as a confirmation.

Consequences for Policy Violations

A violation of the policy, even a first offense, will serve as the basis for discipline, up to and including termination. The degree of the discipline administered will depend on the circumstances of each case. However, employees need to be aware that certain offenses, including but not limited to possession, sale, or use of controlled substances or illegally used drugs on Kimley-Horn premises, on company time or on company business will normally result in immediate termination.

Confidentiality

All information, interviews, reports, statements, memoranda, and drug or alcohol test results, written or otherwise, are confidential. Any written agreements, reports, statements, memoranda, and drug or alcohol test results shall not be maintained in the employee's personnel file, but rather in a secured medical records file. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws. This includes occasions when various employees within Kimley-Horn will have a "need to know" and this will not be considered a breach of confidentiality.

Kimley-Horn, the laboratory, the Medical Review Officer, EAP, treatment providers, and their agents who receive or have access to information concerning test results shall keep all information confidential and may not release any of the information without the written consent of the employee unless the release is required by law, is in accordance with this policy, or is relevant to a legal claim asserted by the employee.

Reservation of Rights

Kimley-Horn reserves the right to interpret, change, or rescind the policy in whole or in part, with or without notice. In addition, applicable federal or state laws or regulations may require Kimley-Horn to modify or supplement the policy. This policy does not create a binding employment contract.

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PROCEDURES

REFERRAL PROCEDURES FOR REASONABLE SUSPICION DRUG & ALCOHOL TESTING

All Kimley-Horn employees are responsible for being alert to declining job performance, erratic behavior, and other symptoms of possible drug and alcohol use. Whenever such conduct and/or performance is recognized and there is a concern about an employee, a member of the Regional Human Resources should be contacted.

Observe & Document: Sometimes a reasonable suspicion test referral may occur based on a single significant event. If a significant event occurs where the employee's actions or behavior causes a potential threat of harm to himself/herself or others, the employee will be promptly removed from the immediate work site.

When there is reasonable suspicion to believe that drugs or alcohol may be involved in the significant event, a member of the Regional Human Resources will refer the employee for drug and/or alcohol testing as outlined below. However, immediate medical attention should never be delayed due to testing.

Most often, a reasonable suspicion test will occur after a period of observation and documentation. The documentation will include appropriate dates and times of questionable conduct or behavior, declining job performance, reliable and credible sources of information, and rationale leading to referral for testing and the action(s) taken.

Make a Referral: Confer with a member of your Regional Human Resources team to discuss the situation. Only a member of the Regional Human Resources team can make a referral.

Notify the Employee: Once a determination has been made that reasonable suspicion exists, a member of the Regional Human Resources team will notify the employee.

Prepare the Employee for the Collection Process: To prepare the employee for specimen collection, a member of the Regional Human Resources team shall:

- Initiate the Drug and/or Breath Alcohol Test via our online system and provide the employee with the authorization to take to the collection site.
- Notify the collection site that the employee is being sent for testing.
- Escort or plan for the employee to get to the collection site for the drug and/or alcohol test and to get home following the collection process.
- Verify that the employee has a valid photo identification to present at the collection site.
- Call the collection site to determine whether the collection procedures were completed.
- If needed, place the employee on leave from work pending receipt by Kimley-Horn of the test results.

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REFERRAL PROCEDURES FOR POST-Incident DRUG & ALCOHOL TESTING

All employees who may have caused or contributed to an incident as determined by a member of the Regional Human Resources team, will be subject to a drug and alcohol test as soon as possible following the incident.

A post-incident alcohol test must occur immediately or no later than 8 hours following the incident. A post-incident drug test must occur immediately or no later than 32 hours following the incident.

Determine Whether the Emergency Is Over:

- Take all necessary precautions to stabilize the situation.
- Ensure that all employees involved in the incident safely cease performing their jobs.
- Call the proper authorities at the company and at the local community level.

Determine:

- If medical attention is needed and if so, call the proper authorities.
- If the employee may have caused or contributed to the incident.
- If a drug and alcohol test is needed. Only a member of the Human Resources team can make a referral.

Notify the Employee: Once a determination has been made that reasonable suspicion exists, a member of the Regional Human Resources team will notify the employee.

Prepare the Employee for the Collection Process: To prepare the employee for specimen collection, a member of the Regional Human Resources team shall:

- Initiate the Drug and/or Breath Alcohol Test via our online system and provide the employee with the authorization to take to the collection site.
- Notify the collection site that the employee is being sent for testing.
- Escort or plan for the employee to get to the collection site for the drug and/or alcohol test and to get home following the collection process.
- Verify that the employee has a valid photo identification to present at the collection site.
- Unless otherwise determined, place the employee on leave from work pending receipt by Kimley-Horn of the test results.

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GENERAL REHABILITATION AGREEMENT

Name (Print): _____

On this day, _____, Kimley-Horn and Associates, Inc. (Kimley-Horn), in lieu of or in addition to discipline and as a condition of my continued employment, agreed that I seek an assessment and/or rehabilitation for alcohol and/or drug abuse, as required by my treatment provider. The following conditions apply to my Rehabilitation Agreement:

1. I authorize my treatment provider to submit on a scheduled basis proof of enrollment in a rehabilitation program and proof of attendance to a member of the Kimley-Horn's Regional Human Resources Team. I understand that my attendance will be monitored closely and that Kimley-Horn may institute disciplinary procedures if I do not regularly attend all sessions.

2. I must adhere to all of the requirements of the drug or alcohol treatment program in which I am enrolled.

3. If I am absent from work during the rehabilitation period, Kimley-Horn will review the reasons for the absence(s) and may require documentation, as appropriate.

4. I will be responsible for all costs of rehabilitation not covered under Kimley-Horn's medical benefits plan.

5. Upon completion of the rehabilitation program, I understand that I will be required to supply Kimley-Horn with a statement from my treatment provider that I have completed the rehabilitation program in a satisfactory manner.

6. During the treatment period and the two-year period following completion of the assessment or rehabilitation program, I agree to submit to unannounced testing for the illegal use of drugs. I agree to submit to alcohol testing until Kimley-Horn determines that my alcohol use does not pose a direct threat to my safety or others in the workplace.

7. I must meet all established standards of conduct and job performance. Kimley-Horn may terminate me if my on-the-job conduct or job performance is unsatisfactory.

8. I agree that Kimley-Horn has grounds, based on my unsatisfactory performance or behavior related to my drug and/or alcohol use, to discipline me or terminate me from my position, and that I am being held to the same job performance and behavior standards as other employees.

9. I understand that failure to comply with the above conditions will most likely result in my immediate discharge.

I hereby agree to all of the above conditions. This agreement does not alter my at-will employment status or create a binding employment contract or modify any existing contract.

_____	_____
Employee's Name (print)	Human Resources Representative's Name (print)
_____	_____
Employee's Signature	Human Resources Representative's Signature
_____	_____
Date	Date

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PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of the company or by the individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

Signature

Gary Nadeau, PE

Printed Name

Senior Vice President

Title

Kimley-Horn and Associates, Inc.

Name of Company if applicable

4/14/2025

Date

STATE OF FLORIDA

COUNTY OF Orange

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☑ physical presence or ☐ online notarization, this 14th day of April, (month) 2025 (year), by Gary Nadeau, PE (name of person making statement).

(Signature of Notary Public - State of Florida)

Jeanne M. Doucet

(Print Commissioned Name of Notary Public)

Notary Public State of Florida
Jeanne M. Doucet
My Commission
HH 253990
Exp. 8/12/2026

☑ Personally Known OR ☐ Produced Identification

Type of Identification Produced

2024 - 2025 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2025**

OCC. CODE
260.026000 OFFICE

ACCOUNT NO.
256209
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	0.00

BUSINESS KIMLEY HORN & ASSOCIATES INC
201 N FRANKLIN ST STE 1400
TAMPA, FL 33602

2024 - 2025

NAME KIMLEY HORN & ASSOCIATES INC
MAILING ATTN KENIA OLEA
ADDRESS 421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777

Paid 23-0-541015
07/09/2024 30.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

EXHIBIT "C"

STANDARD HOURLY RATES
(PER JOB CATEGORY/CLASSIFICATION)

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
Kimley-Horn and Associates	Project Manager	$301.74
	Chief Engineer	$341.35
	Senior Engineer 2	$294.00
	Senior Engineer 1	$284.86
	Engineer 2	$224.16
	Engineer 1	$181.40
	Engineering Intern	$152.73
	Chief Scientist	$264.18
	Scientist	$216.39
	Senior Landscape Architect	$291.95
	Project Landscape Architect	$225.11
	Landscape Architect	$177.11
	Archaeologist	$173.83
	Chief Archaeologist	$239.12
	Secretary/Clerical	$140.49

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
AlfKa	Chief Engineer	$318.84
	Senior Engineer 2	$279.60
	Sr. Utility Coordinator	$201.12
	Utility Coordinator	$147.16

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
Survey and Mapping (SAM)	Chief Surveyor	$264.19
	Surveyor 3	$151.28
	Surveyor 1	$95.46
	2-Person Surveying Crew Day	$1,741.88

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
Tierra	Principal Engineer	$272.64
	Chief Engineer 2	$257.40
	Senior Engineer 2	$207.13
	Senior Engineer 1	$253.98
	Engineer 2	$173.04
	Engineer 1	$164.96
	Engineering Intern	$129.48
	Engineering Technician	$102.96
	Chief Scientist	$199.52
	Senior Designer	$148.90
	Senior Engineering Technician	$131.92
	Secretary/Clerical	$125.14

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
The Valerin Group	Sr. Community Outreach Specialist	$165.62
	Graphic Designer	$164.96

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
Adams Traffic	Chief Engineer 2	$269.97
	Sr. Engineering Technician	$97.03

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
SEARCH	Chief Archaeologist	$199.62
	Senior Scientist	$155.20
	Scientist	$121.04
	Sr. Archaeologist	$166.61
	Archaeologist	$119.45
	GIS Specialist	$121.14
	Secretary/Clerical	$111.19

EXHIBIT "D"

DIRECT SALARIES

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
Kimley-Horn and Associates	Project Manager	$91.43
	Chief Engineer	$103.43
	Senior Engineer 2	$89.08
	Senior Engineer 1	$86.32
	Engineer 2	$67.92
	Engineer 1	$54.97
	Engineering Intern	$46.28
	Chief Scientist	$80.05
	Scientist	$65.57
	Senior Landscape Architect	$88.46
	Project Landscape Architect	$68.21
	Landscape Architect	$53.66
	Archaeologist	$50.45
	Chief Archaeologist	$72.46
	Secretary/Clerical	$42.57

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
AlfKa	Chief Engineer	$112.78
	Senior Engineer 2	$98.90
	Sr. Utility Coordinator	$71.14
	Utility Coordinator	$52.06

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
Survey and Mapping (SAM)	Chief Surveyor	$76.38
	Surveyor 3	$43.74
	Surveyor 1	$27.60
	2-Person Surveying Crew Day	$503.58

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
Tierra	Principal Engineer	$86.06
	Chief Engineer 2	$81.25
	Senior Engineer 2	$65.38
	Senior Engineer 1	$80.17
	Engineer 2	$54.62
	Engineer 1	$52.07
	Engineering Intern	$40.87
	Engineering Technician	$32.50
	Chief Scientist	$62.98
	Senior Designer	$47.00
	Senior Engineering Technician	$41.64
	Secretary/Clerical	$39.50

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
The Valerin Group	Sr. Community Outreach Specialist	$45.68
	Graphic Designer	$45.49

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
Adams Traffic	Chief Engineer 2	$85.70
	Sr. Engineering Technician	$30.80

Firm	Job Category/Classification	Standard Hourly Rate ($/hour)
SEARCH	Chief Archaeologist	$60.18
	Senior Scientist	$46.79
	Scientist	$36.49
	Sr. Archaeologist	$50.23
	Archaeologist	$36.01
	GIS Specialist	$36.52
	Secretary/Clerical	$33.52

EXHIBIT "E"

OVERHEAD RATES

Firm	Audited Overhead Rate
Kimley-Horn and Associates	Overhead – 196.29%
	FCCM – 1.095%
	Expenses – 2.64%
	Operating Margin – 30.00%
Multiplier	**3.300**

Firm	Audited Overhead Rate
AlfKa	Overhead – 116.75%
	FCCM – 0.00%
	Expenses – 23.91%
	Operating Margin – 42.00%
Multiplier	**2.827**

Firm	Audited Overhead Rate
Survey and Mapping (SAM)	Overhead – 203.33%
	FCCM – 2.020%
	Expenses – 19.52%
	Operating Margin – 21.00%
Multiplier	**3.459**

Firm	Audited Overhead Rate
Tierra	Overhead – 170.72%
	FCCM – 2.553%
	Expenses – 13.53%
	Operating Margin – 30.00%
Multiplier	**3.168**

Firm	Audited Overhead Rate
The Valerin Group	Overhead – 230.97%
	FCCM – 1.664%
	Expenses – Reimbursed (See Fee Sheet)
	Operating Margin – 30.00%
Multiplier	**3.626**

Firm	Audited Overhead Rate
Adams Traffic	Overhead – 172.18%
	FCCM – 0.600%
	Expenses – 6.24%
	Operating Margin – 36.00%
Multiplier	**3.150**

Firm	Audited Overhead Rate
SEARCH	Overhead – 174.73%
	FCCM – 0.240%
	Expenses – 28.70%
	Operating Margin – 28.00%
Multiplier	**3.317**

EXHIBIT "F"

REIMBURSABLE EXPENSES

REIMBURSABLE EXPENSES

(Note: Transportation and communication costs between the PROFESSIONAL or SUBCONSULTANTS' offices and the COUNTY are **not** an eligible reimbursable expense.)

Public Outreach Effort (if applicable):

- Alternative Public Workshop print and board fees: $3,495.00
- Printing & mailing property notifications, printing of other boards, facility rental (Pine View Middle School): $21,674.98

SPECIFICATIONS, PLANS, AND DRAWINGS

Reproduction of drawings and specifications, (other than those sets specified within the Agreement for use by the COUNTY or permitting agencies and those copies required for PROFESSIONAL'S office use)

IN-HOUSE PRINTING AND COPYING BY THE PROFESSIONAL

N/A

COMMERCIAL PRINTING AND COPYING

Reimbursable printing and copying provided by outside vendors shall be invoiced at a multiple of 1.0 times the amount billed to the PROFESSIONAL.

EXHIBIT "G"

FEE SUMMARY

EXHIBIT "A" ITEM NO.	TASK DESCRIPTION	PAYMENT TYPE	FEE
	KIMLEY-HORN		
1.0	PROJECT MANAGEMENT		-
1.1 - 1.10	Project Management Tasks to be Provided	NTE	*$45,409.00*
2.0	WORK TO BE PERFORMED		-
2.1	Meetings	NTE	*$37,864.00*
2.1.1	Public Involvement (See Sub Table)	NTE	**$18,629.00**
2.1.1.1	Data Collection	NTE	$0.00
2.1.1.2	Alternatives Public Workshop (APW)	NTE	$18,629.00
2.1.2	Presentation to BCC	NTE	**$6,479.00**
2.1.3	Other Public and Agency Meetings	NTE	**$12,756.00**
2.2	Engineering Analyses and Reports	NTE	*$899,129.00*
2.2.1	Survey (Coordination - See Sub Table)	NTE	**$838.00**
2.2.2	Field Reviews and Data Collection	NTE	**$13,616.00**
2.2.2.1	Aerial Photography, Field Reviews and Data Collection	NTE	$12,569.00
2.2.2.2	Traffic Data (See Sub Table)	NTE	$0.00
2.2.2.3	Crash Data	NTE	$209.00
2.2.2.4	Utilities (Coordination Only - See Sub Table)	NTE	$838.00
2.2.3	Geotechnical Investigation (Coordination Only - See Sub Table)	NTE	**$838.00**
2.2.4	Base Maps	NTE	**$27,653.00**
2.2.5	Analyses and Reports	NTE	**$856,184.00**
2.2.5.1	Traffic Analysis	NTE	$136,378.00
2.2.5.2	Signal Warrant	NTE	$11,941.00
2.2.5.3	Safety Analysis	NTE	$15,502.00
2.2.5.4	Needs Analysis	NTE	$26,605.00
2.2.5.5	Drainage Analyses	NTE	$239,238.00
2.2.5.6	Design Exceptions and Variations	NTE	$5,237.00
2.2.5.7	Access Management	NTE	$15,704.00
2.2.5.8	Conceptual Design Plans	NTE	$254,321.00
2.2.5.9	Construction Segments	NTE	$7,338.00
2.2.5.10	Construction Cost Estimates	NTE	$8,380.00
2.2.5.11	Right-of-Way Cost Estimates	NTE	$2,933.00
2.2.5.12	Wetland Impact Mitigation Cost Estimates	NTE	$4,190.00

2.2.5.13	Comparative Analysis and Alternatives Evaluation Matrix	NTE	$5,237.00
2.2.5.14	Selection of Preferred Alternative(s)	NTE	$1,047.00
2.2.5.15	Route and Pond Siting Analysis Study (Report)	NTE	$122,133.00
2.3	Environmental Analyses and Reports	NTE	*$236,530.00*
2.3.1	Sociocultural Effects	NTE	**$114,195.00**
2.3.2	Natural Resources	NTE	**$95,128.00**
2.3.2.1	Floodplains, Wetlands, Uplands and Preserved Natural Areas	NTE	$93,263.00
2.3.2.2	Threatened and Endangered Species	NTE	$1,865.00
2.3.3	Contamination Sites	NTE	**$27,207.00**
2.3.4	Permits	NTE	**$0.00**
3.0	**COUNTY'S RESPONSIBILITIES**		-
4.0	**EXCLUDED ITEMS**		-
	SUB TOTAL	**NTE**	*$1,218,932.00*
2.1.1.2	Reimbursable Expenses - APW Additional Boards	NTE	*$3,495.00*
	KIMLEY-HORN SUB TOTAL	**NTE**	**$1,222,427.00**
	SUBCONSULTANTS		
2.1.1	**VALERIN** (Public Involvement)	NTE	**$50,966.00**
2.2.1	**SAM** (Misc. Survey)	NTE	**$33,449.00**
2.2.2.2	**ADAMS** (Traffic Counts)	NTE	**$29,678.00**
2.2.2.4	**ALFKA** (Utility Coordination)	NTE	**$43,059.00**
2.2.3	**TIERRA** (Geotechnical)	NTE	**$75,151.00**
	SUBCONSULTANTS SUB TOTAL	**NTE**	**$232,303.00**
	OPTIONAL SERVICES		
2.3.1	**SEARCH** (Ground Penetrating Radar - Subconsultant)	NTE	**$21,333.00**
	OPTIONAL SERVICES SUB TOTAL	**NTE**	**$21,333.00**
	GRAND TOTAL	**NTE**	**$1,476,063.00**

NTE = Not to Exceed

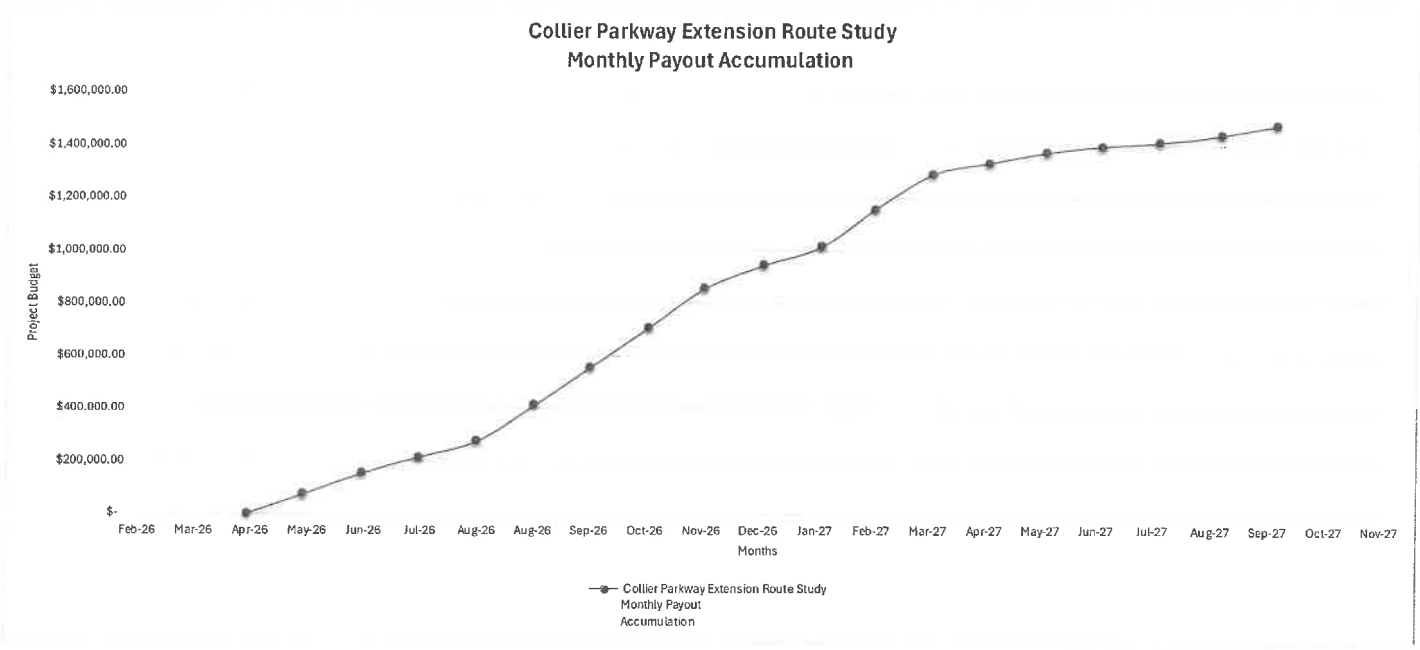
EXHIBIT "H"

PROJECT SCHEDULE

ID	Task Mod	Task Name	Duration	Start	Finish
1		Collier Parkway Ext. Route Study	393 days	Thu 4/30/26	Mon 11/1/27
2		**Notice to Proceed (NTP)**	**1 day**	**Thu 4/30/26**	**Thu 4/30/26**
3		Submit Project Schedule	10 days	Fri 5/1/26	Thu 5/14/26
4		Kick-Off Meeting	1 day	Tue 5/26/26	Tue 5/26/26
5		Traffic Counts	14 days	Wed 5/27/26	Mon 6/15/26
6		Engineering and Environmental Data Collection	14 days	Wed 5/27/26	Mon 6/15/26
7		Base Map	21 days	Tue 6/16/26	Tue 7/14/26
8		Traffic Analysis	90 days	Tue 6/16/26	Mon 10/19/26
9		Crash Analysis	21 days	Tue 6/16/26	Tue 7/14/26
10		Design Criteria Memorandum	7 days	Tue 6/16/26	Wed 6/24/26
11		Multimodal Accomodations	7 days	Thu 6/25/26	Fri 7/3/26
12		Typical Section Evaluation Memorandum	14 days	Thu 6/25/26	Tue 7/14/26
13		Alignment Alternatives	21 days	Wed 7/15/26	Wed 8/12/26
14		Drainage Analysis/Floodplains	84 days	Thu 8/13/26	Tue 12/8/26
15		Geotechnical Memorandum	21 days	Thu 8/13/26	Thu 9/10/26
16		Conceptual Design Roadway Plan Sets	100 days	Thu 8/13/26	Wed 12/30/26
17		Access Management Recommendations	5 days	Tue 10/20/26	Mon 10/26/26
18		Traffic Technical Memorandum	30 days	Tue 10/20/26	Mon 11/30/26
19		County Review Traffic Technical Memorandum	14 days	Tue 12/1/26	Fri 12/18/26
20		Drainage Analysis and Pond & Floodplain Compensation Siting Memorandum	30 days	Wed 12/9/26	Tue 1/19/27
21		Revise Draft Traffic Technical Memorandum	14 days	Mon 12/21/26	Thu 1/7/27
22		Right-of-Way Cost Estimates	21 days	Thu 12/31/26	Thu 1/28/27
23		Utilities Impact Analysis	21 days	Thu 12/31/26	Thu 1/28/27
24		Natural Resources Memorandum	30 days	Thu 12/31/26	Wed 2/10/27
25		Bridge Development Memorandum	14 days	Thu 12/31/26	Tue 1/19/27
26		Cultural Resources Memorandum	14 days	Thu 12/31/26	Tue 1/19/27
27		Contamination Memorandum	14 days	Thu 12/31/26	Tue 1/19/27
28		Route and Pond Siting Analysis Study (Report) Development	60 days	Wed 1/20/27	Tue 4/13/27
29		Construction Cost Estimates	10 days	Fri 1/29/27	Thu 2/11/27
30		Evaluation Matrix	14 days	Fri 2/12/27	Wed 3/3/27
31		Alternative Public Workshop (APW) Preparation and Invitation	30 days	Wed 4/14/27	Tue 5/25/27
32		Submit Draft Report	1 day	Wed 4/14/27	Wed 4/14/27
33		County Review Report	14 days	Thu 4/15/27	Tue 5/4/27
34		Alternative Public Workshop (APW)	1 day	Wed 5/26/27	Wed 5/26/27
35		Alternative Public Workshop (APW) Comment Per	10 days	Thu 5/27/27	Wed 6/9/27
36		Public Involvement Comments and Coordination Memorandum	30 days	Thu 6/10/27	Wed 7/21/27
37		Preferred Alternative Recommendation	14 days	Thu 6/10/27	Tue 6/29/27
38		Concept Plans Preferred Alternative	14 days	Wed 6/30/27	Mon 7/19/27
39		Prepare Final Report	30 days	Tue 7/20/27	Mon 8/30/27
40		County Review Final Report	14 days	Tue 8/31/27	Fri 9/17/27
41		Revise Final Report	21 days	Mon 9/20/27	Mon 10/18/27
42		Submit Final Report	1 day	Tue 10/19/27	Tue 10/19/27
43		Prepare BCC PowerPoint Presentation	7 days	Wed 10/20/27	Thu 10/28/27
44		BCC Approval and Meeting	1 day	Mon 11/1/27	Mon 11/1/27
45		**Project Complete**	**0 days**	**Mon 11/1/27**	**Mon 11/1/27**

EXHIBIT "I"

PROJECT PAYOUT CURVE





Detail by Entity Name

Foreign Profit Corporation
KIMLEY-HORN AND ASSOCIATES, INC.

Filing Information

Document Number	821359
FEI/EIN Number	56-0885615
Date Filed	04/24/1968
State	NC
Status	ACTIVE

Principal Address

421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Changed: 03/21/2025

Mailing Address

421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Changed: 03/21/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 07/14/2025

Address Changed: 07/14/2025

Officer/Director Detail

Name & Address

Title Director

Lefton, Steven E.
11400 Commerce Park Drive
Suite 400
Reston, VA 20191

Title Director

Blakley, Stephen W., Jr.
200 South Tryon Street
Suite 200
Charlotte, NC 28202

Title CFO, Executive Vice President

Flanagan, Tammy L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Executive Chair

Lefton, Steven E.
11400 Commerce Park Drive
Suite 400
Reston, VA 20191

Title SVP, Treasurer

McEntee, David L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Mutti, Brent H.
2046 West Riverview Auto Drive
Suite 400
Mesa, AZ 85210

Title Director

Colvin, Scott W.
4582 South Ulster Street, Suite 1500
Denver, CO 80237

Title Director

Good, Brian A.
445 24th Street
Vero Beach, FL 32960

Title Director

Flanagan, Tammy L.
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Raleigh, NC 27601

Title Director

Harry, Jennifer L
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San Diego, CA 92101

Title Director

Kaltsas, Joseph D.
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Suite 600
San Diego, CA 92101

Title Director

Schanen, Kevin M.
1920 Wekvia Way
Suite 200
West Palm Beach, FL 33411

Title Senior Vice President, Director

Frysinger, Ashley M.
11700 Katy Freeway
Suite 800
Houston, TX 77079

Title COO, Executive Vice President, Director

Nathan, Aaron W
801 Cherry Street
Unit 1, Suite 301
Fort Worth, TX 76102

Title Senior Vice President

Schanen, Kevin M.
1920 Wekvia Way
Suite 200
West Palm Beach, FL 33411

Title Senior Vice President

Blakely, Stephen W., Jr.
200 South Tryon Street
Suite 200

Charlotte, NC 28202

Title Executive Vice President

Kaltsas, Joseph D.
401 B Street
Suite 600
San Diego, CA 92101

Title President, CEO

Mutti, Brent H.
2046 West Riverview Auto Drive
Suite 400
Mesa, AZ 85210

Title Senior Vice President

Colvin, Scott W.
4582 South Ulster Street
Suite 1500
Denver, CO 80237

Title Senior Vice President

Rapp , Bryan T.
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West Palm Beach, FL 33411

Title Secretary

Keil, Ashley
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Raleigh, NC 27601

Title SVP, Director

Meador, Emily H.
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Raleigh, NC 27601

Title Executive Vice President, Director

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11400 Commerce Park Drive
Suite 400
Reston, VA 20191

Annual Reports

Report Year	Filed Date
2025	03/21/2025
2025	06/16/2025
2026	01/10/2026

Document Images

01/10/2026 -- ANNUAL REPORT	View image in PDF format
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03/21/2025 -- ANNUAL REPORT	View image in PDF format
04/03/2024 -- ANNUAL REPORT	View image in PDF format
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04/24/2021 -- ANNUAL REPORT	View image in PDF format
04/15/2020 -- ANNUAL REPORT	View image in PDF format
11/25/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/27/2019 -- ANNUAL REPORT	View image in PDF format
06/21/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
03/15/2018 -- ANNUAL REPORT	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
08/02/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
09/09/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
04/15/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
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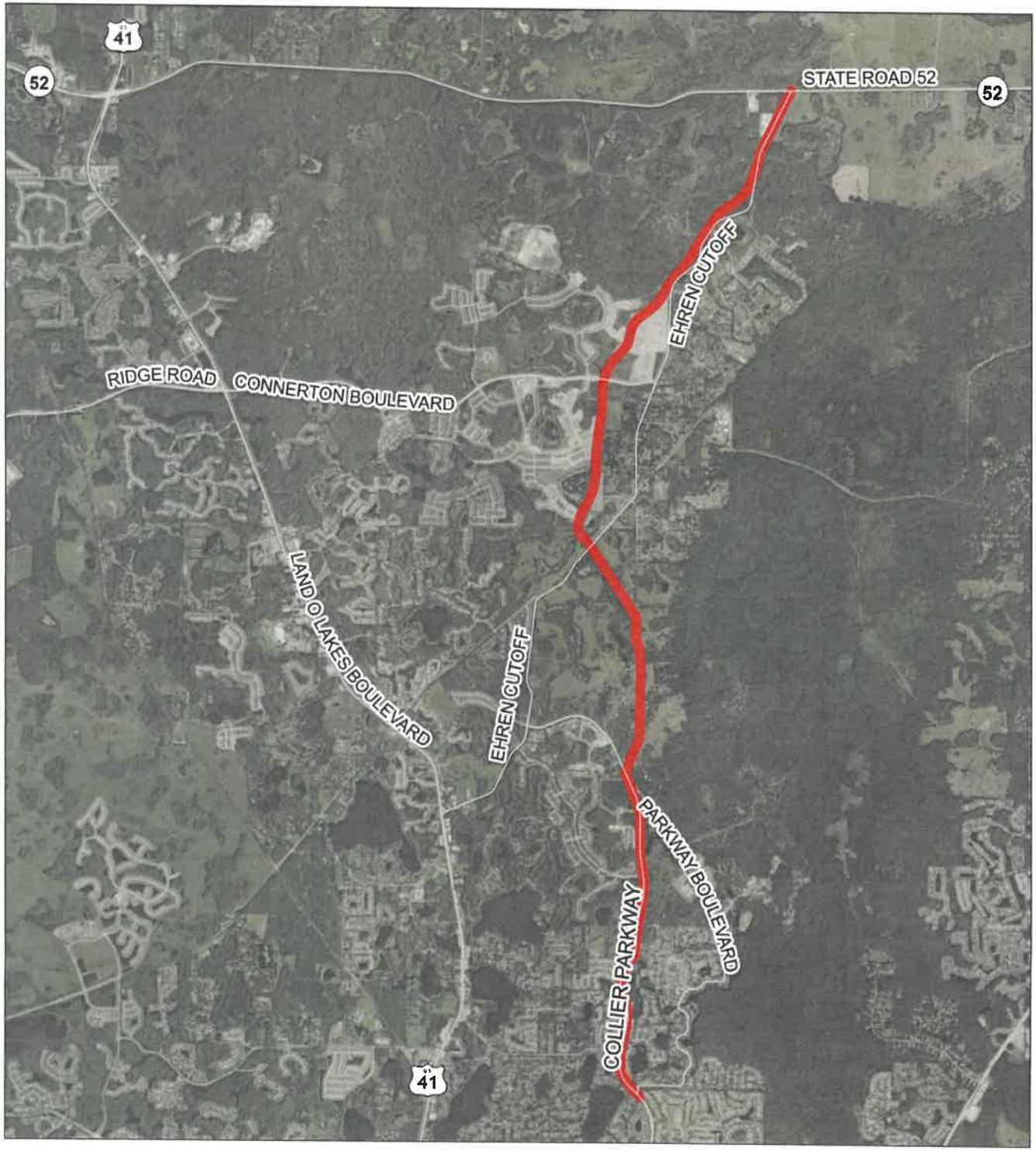
08/12/2002 -- Reg. Agent Change	View image in PDF format
05/08/2002 -- ANNUAL REPORT	View image in PDF format
02/06/2001 -- ANNUAL REPORT	View image in PDF format
03/02/2000 -- ANNUAL REPORT	View image in PDF format
03/17/1999 -- ANNUAL REPORT	View image in PDF format
02/12/1998 -- ANNUAL REPORT	View image in PDF format
02/27/1997 -- ANNUAL REPORT	View image in PDF format
03/05/1996 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



COLLIER PARKWAY EXTENSION (PARKWAY BOULEVARD TO SR 52)

ROUTE STUDY

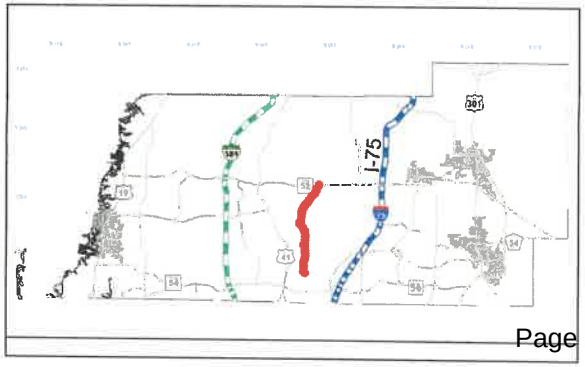
SUBJECT AREA

COMMISSION DISTRICT: 2

N

0 3,000 6,000

Feet



BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0830 **DATE:** 6/16/2026

SUBJECT: West Hillcrest Community Development District Proposed Fiscal Year 2027 Annual Operations Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. West Hillcrest CDD Proposed FY2027 Annual Operations Budget

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

West Hillcrest
Community Development District

FISCAL YEAR 2027

PROPOSED BUDGET

April 21, 2026

CLEAR PARTNERSHIPS



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West Hillcrest

Community Development District

Budget Overview

FY 2027

West Hillcrest

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 2/28/2026	PROJECTED March-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$0.00	$2,746.00	$0.00	$2,746.00	0%	$0.00
Special Assmnts- Tax Collector	$409,487.00	$395,008.00	$14,479.00	$409,487.00	0%	$478,124.66
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	0%	-$19,124.99
TOTAL REVENUES	**$409,487.00**	**$397,754.00**	**$14,479.00**	**$412,233.00**	**1%**	**$458,999.67**
EXPENDITURES						
Administrative						
Supervisor Fees	$12,000.00	$4,800.00	$7,200.00	$12,000.00	0%	$12,000.00
District Management	$25,750.00	$12,875.00	$12,875.00	$25,750.00	0%	$25,750.00
Field Management	$12,000.00	$0.00	$12,000.00	$12,000.00	0%	$12,000.00
Administration	$4,500.00	$2,250.00	$2,250.00	$4,500.00	0%	$5,500.00
Recording Secretary	$2,400.00	$1,200.00	$1,200.00	$2,400.00	0%	$4,500.00
Financial/Revenue Collections	$1,200.00	$600.00	$600.00	$1,200.00	0%	$0.00
Rental and Leases	$600.00	$382.00	$218.00	$600.00	0%	$1,200.00
Accounting Services	$9,000.00	$4,500.00	$4,500.00	$9,000.00	0%	$12,000.00
Dissemination Costs	$5,000.00	$5,000.00	$0.00	$5,000.00	0%	$5,000.00
Website Admin Services	$1,200.00	$600.00	$600.00	$1,200.00	0%	$2,400.00
District Engineer	$7,500.00	$869.00	$6,631.00	$7,500.00	0%	$7,500.00
District Counsel	$12,000.00	$7,618.00	$4,382.00	$12,000.00	0%	$12,000.00
Auditing Services	$0.00	$0.00	$0.00	$0.00	0%	$5,600.00
Postage, Phone, Faxes, Copies	$500.00	$49.00	$451.00	$500.00	0%	$500.00
Legal Advertising	$3,500.00	$0.00	$3,500.00	$3,500.00	0%	$3,500.00
Bank Fees	$550.00	$50.00	$500.00	$550.00	0%	$0.00
Dues, Licenses & Fees	$175.00	$175.00	$0.00	$175.00	0%	$175.00
Disclosure Technology Services	$0.00	$0.00	$2,500.00	$2,500.00	0%	$2,500.00
Info Technology/Data Storage	$600.00	$300.00	$300.00	$600.00	0%	$1,200.00
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	0%	$9,562.49
Arbitrage Rebate Calculation	$0.00	$800.00	$400.00	$1,200.00	0%	$400.00
Trustee Fees	$0.00	$3,547.00	$2,500.00	$6,047.00	0%	$6,500.00
Website ADA	$0.00	$0.00	$1,613.00	$1,613.00	0%	$1,661.00
Assessment Roll	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00
Total Administrative	**$98,475.00**	**$45,615.00**	**$64,220.00**	**$109,835.00**	**12%**	**$136,448.49**
Insurance						
General Liability	$3,300.00	$2,915.00	$0.00	$2,915.00	-12%	$3,207.00
Public Officials Insurance	$2,700.00	$2,385.00	$0.00	$2,385.00	-12%	$2,624.00
Property & Casualty Insurance	$25,000.00	$8,171.00	$0.00	$8,171.00	-67%	$7,762.00
Deductible	$2,500.00	$0.00	$2,500.00	$2,500.00	0%	$2,500.00
Total Insurance	**$33,500.00**	**$13,471.00**	**$2,500.00**	**$15,971.00**	**-52%**	**$16,093.00**

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 2/28/2026	PROJECTED March-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
Utility Services						
Electric Utility Services	$5,000.00	$464.00	$4,536.00	$5,000.00	0%	$10,000.00
Street Lights	$75,000.00	$19,300.00	$27,663.33	$46,963.33	-37%	$50,000.00
Water Utility	$0.00	$768.00	$8,400.00	$9,168.00	0%	$12,000.00
Total Utility Services	**$80,000.00**	**$20,532.00**	**$40,599.33**	**$61,131.33**	**-24%**	**$72,000.00**
Amenity						
Dog Waste Station Service and Supplies	$650.00	$0.00	$650.00	$650.00	0%	$0.00
Entrance Monuments & Walls R&M	$5,000.00	$0.00	$5,000.00	$5,000.00	0%	$5,000.00
General Maintenance	$3,500.00	$0.00	$3,500.00	$3,500.00	0%	$5,000.00
Total Amenity	**$9,150.00**	**$0.00**	**$9,150.00**	**$9,150.00**	**0%**	**$10,000.00**
Landscape and Pond Maintenance						
Landscape Maintenance - Contract	$126,365.00	$47,925.00	$78,440.00	$126,365.00	0%	$126,365.00
Landscaping - R&M	$1,000.00	$0.00	$1,000.00	$1,000.00	0%	$0.00
Landscaping - Mulch	$10,000.00	$0.00	$10,000.00	$10,000.00	0%	$10,000.00
Landscaping - Plant Replacement Program	$5,000.00	$0.00	$5,000.00	$5,000.00	0%	$10,000.00
Irrigation Maintenance	$12,000.00	$242.00	$11,758.00	$12,000.00	0%	$12,000.00
Aquatics - Contract	$14,000.00	$4,980.00	$9,020.00	$14,000.00	0%	$24,592.00
Wetland Monitoring	$6,500.00	$0.00	$6,500.00	$6,500.00	0%	$6,500.00
Stormwater Report	$3,500.00	$0.00	$3,500.00	$3,500.00	0%	$0.00
Storm Cleanup Contingency	$10,000.00	$0.00	$10,000.00	$10,000.00	0%	$10,000.00
Misc Contingency	$0.00	$0.00	$0.00	$0.00	0%	$25,000.00
Total Landscape and Pond Maintenance	**$188,365.00**	**$53,147.00**	**$135,218.00**	**$188,365.00**	**0%**	**$224,457.00**
TOTAL EXPENDITURES	**$409,490.00**	**$132,765.00**	**$251,687.33**	**$384,452.33**	**-6%**	**$458,998.49**
Excess (deficiency) of revenues Over (under) expenditures	-$3.00	$264,989.00	-$237,208.33	$27,780.67	-926122%	$1.18
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		$0.00	$0.00	$0.00	0%	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Net change in fund balance		$264,989.00	-$237,208.33	$27,780.67	0%	$1.18
FUND BALANCE, BEGINNING	$0.00	$0.00	$0.00	$0.00	0%	$27,780.67
FUND BALANCE, ENDING	**-$3.00**	**$264,989.00**	**-$237,208.33**	**$27,780.67**	-926122%	**$27,781.85**

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions
The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues
Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees
Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon five supervisors attending each meeting.

District Management
The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Field Management
The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Administration
The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Recording Secretary
Inframark provides recording services with near verbatim minutes.

Construction Accounting
Accounting services as described within the Accounting Services but specifically regarding construction.

Financial/Revenue Collections
Service includes all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Rentals and Leases
The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Accounting Services
Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Dissemination Agent/Reporting
The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Website Administration Services
The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

District Engineer
The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel
The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Trustee Fees
The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Financial and Administrative (continued)

Budget Narrative
Fiscal Year 2027

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Professional Services – Arbitrage Rebate

The District is required to annually calculate the arbitrage rebate liability on its Series 2013A and 2020 bonds.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Miscellaneous-Assessment Collection Costs

The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Bank Fees

This represents the cost of bank charges and other related expenses that are incurred during the year.

Dues, Licenses and Fees

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Onsite Office Supplies

This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Website ADA Compliance

Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Disclosure Report

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Budget Narrative
Fiscal Year 2027

Insurance

Insurance-General Liability
The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance
The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Property & Casualty Insurance
The District will incur fees to insure items owned by the district for its property needs.

Deductible
District's share of expenses for insured property when a claim is filed.

Utility Services

Electric Utility Services
Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Streetlights
Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Water/Waste
The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Amenity

Dog Waste Station Service & Supplies
Cost of cleaning and resupplying dog waste stations.

Entrance Monuments, Gates, Walls R&M
Cost of repairs and regular maintenance for entryways, walls, and gates.

General Maintenance
Cost of all other maintenance not otherwise specified.

Landscape and Pond Maintenance

Landscape Maintenance - Contract
Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Landscaping - R&M
Cost of repairs and regular maintenance to landscaping equipment.

Budget Narrative
Fiscal Year 2027

Landscaping – Mulch
Cost of mulch replacement throughout the district.

Landscaping – Plant Replacement Program
Cost of replacing dead or damaged plants throughout the district.

Irrigation Maintenance
Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Aquatics – Contract
Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Wetlands Maintenance and Monitoring
Cost of upkeep and protection of wetlands on CDD property.

Wetland Monitoring
Cost of monitoring waterways and rivers on district property.

Contingency/Reserves

Misc Contingency
Funds set aside for projects, as determined by the district's board.

West Hillcrest

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2023 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 2/28/2026	PROJECTED March-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$0.00	$4,955.00	$0.00	$4,955.00	0%	$0.00
Special Assmnts- Tax Collector	$0.00	$0.00	$0.00	$0.00	0%	$537,034.70
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	0%	-$21,481.39
Special Assmnts- CDD Collected	$502,975.00	$486,962.00	$16,013.00	$502,975.00	0%	$0.00
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
TOTAL REVENUES	**$502,975.00**	**$491,917.00**	**$16,013.00**	**$507,930.00**	**1%**	**$515,553.31**
EXPENDITURES						
Administrative						
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	0%	$10,740.69
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Total Administrative	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$10,740.69**
Debt Service						
Principal Debt Retirement	$115,000.00	$0.00	$115,000.00	$115,000.00	0%	$125,000.00
Interest Expense	$387,975.00	$192,694.00	$195,281.00	$387,975.00	0%	$379,987.50
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Total Debt Service	**$502,975.00**	**$192,694.00**	**$310,281.00**	**$502,975.00**	**0%**	**$504,987.50**
TOTAL EXPENDITURES	**$502,975.00**	**$192,694.00**	**$310,281.00**	**$502,975.00**		**$515,728.19**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$299,223.00	-$294,268.00	$4,955.00	0%	-$174.88
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		$0.00	$0.00	$0.00	0%	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Net change in fund balance		$299,223.00	-$294,268.00	$4,955.00	0%	-$174.88
FUND BALANCE, BEGINNING		$0.00	$0.00	$0.00	0%	$4,955.00
FUND BALANCE, ENDING	**$0.00**	**$299,223.00**	**-$294,268.00**	**$4,955.00**	0%	**$4,780.12**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	12/15/2024	12/15/2025	12/15/2026	12/15/2027
Series 2023 Bonds	$7,365,000.00	$7,250,000.00	$7,130,000.00	$7,005,000.00

Special Assessment Bonds, Series 2023 (Series 2023 Project)

Period Ending	Oustanding Balance	Principal	Coupon	Interest	Annual Debt Service
12/15/2023	$7,475,000.00			$151,613.13	$151,613.13
6/15/2024	$7,475,000.00	$110,000.00	4.50%	$197,756.25	$307,756.25
12/15/2024	$7,365,000.00			$195,281.25	$195,281.25
6/15/2025	$7,365,000.00	$115,000.00	4.50%	$195,281.25	$310,281.25
12/15/2025	$7,250,000.00			$192,693.75	$192,693.75
6/15/2026	$7,250,000.00	$120,000.00	4.50%	$192,693.75	$312,693.75
12/15/2026	$7,130,000.00			$189,993.75	$189,993.75
6/15/2027	$7,130,000.00	$125,000.00	4.50%	$189,993.75	$314,993.75
12/15/2027	$7,005,000.00			$187,181.25	$187,181.25
6/15/2028	$7,005,000.00	$130,000.00	4.50%	$187,181.25	$317,181.25
12/15/2028	$6,875,000.00			$184,256.25	$184,256.25
6/15/2029	$6,875,000.00	$135,000.00	4.50%	$184,256.25	$319,256.25
12/15/2029	$6,740,000.00			$181,218.75	$181,218.75
6/15/2030	$6,740,000.00	$145,000.00	4.50%	$181,218.75	$326,218.75
12/15/2030	$6,595,000.00			$177,956.25	$177,956.25
6/15/2031	$6,595,000.00	$150,000.00	5.25%	$177,956.25	$327,956.25
12/15/2031	$6,445,000.00			$174,018.75	$174,018.75
6/15/2032	$6,445,000.00	$160,000.00	5.25%	$174,018.75	$334,018.75
12/15/2032	$6,285,000.00			$169,818.75	$169,818.75
6/15/2033	$6,285,000.00	$165,000.00	5.25%	$169,818.75	$334,818.75
12/15/2033	$6,120,000.00			$165,487.50	$165,487.50
6/15/2034	$6,120,000.00	$175,000.00	5.25%	$165,487.50	$340,487.50
12/15/2034	$5,945,000.00			$160,893.75	$160,893.75
6/15/2035	$5,945,000.00	$185,000.00	5.25%	$160,893.75	$345,893.75
12/15/2035	$5,760,000.00			$156,037.50	$156,037.50
6/15/2036	$5,760,000.00	$195,000.00	5.25%	$156,037.50	$351,037.50
12/15/2036	$5,565,000.00			$150,918.75	$150,918.75
6/15/2037	$5,565,000.00	$205,000.00	5.25%	$150,918.75	$355,918.75
12/15/2037	$5,360,000.00			$145,537.50	$145,537.50
6/15/2038	$5,360,000.00	$215,000.00	5.25%	$145,537.50	$360,537.50
12/15/2038	$5,145,000.00			$139,893.75	$139,893.75
6/15/2039	$5,145,000.00	$230,000.00	5.25%	$139,893.75	$369,893.75
12/15/2039	$4,915,000.00			$133,856.25	$133,856.25
6/15/2040	$4,915,000.00	$240,000.00	5.25%	$133,856.25	$373,856.25
12/15/2040	$4,675,000.00			$127,556.25	$127,556.25
6/15/2041	$4,675,000.00	$255,000.00	5.25%	$127,556.25	$382,556.25
12/15/2041	$4,420,000.00			$120,862.50	$120,862.50
6/15/2042	$4,420,000.00	$270,000.00	5.25%	$120,862.50	$390,862.50
12/15/2042	$4,150,000.00			$113,775.00	$113,775.00
6/15/2043	$4,150,000.00	$280,000.00	5.25%	$113,775.00	$393,775.00
12/15/2043	$3,870,000.00			$106,425.00	$106,425.00
6/15/2044	$3,870,000.00	$300,000.00	5.50%	$106,425.00	$406,425.00
12/15/2044	$3,570,000.00			$98,175.00	$98,175.00
6/15/2045	$3,570,000.00	$315,000.00	5.50%	$98,175.00	$413,175.00
12/15/2045	$3,255,000.00			$89,512.50	$89,512.50
6/15/2046	$3,255,000.00	$335,000.00	5.50%	$89,512.50	$424,512.50
12/15/2046	$2,920,000.00			$80,300.00	$80,300.00
6/15/2047	$2,920,000.00	$350,000.00	5.50%	$80,300.00	$430,300.00
12/15/2047	$2,570,000.00			$70,675.00	$70,675.00
6/15/2048	$2,570,000.00	$370,000.00	5.50%	$70,675.00	$440,675.00
12/15/2048	$2,200,000.00			$60,500.00	$60,500.00
6/15/2049	$2,200,000.00	$390,000.00	5.50%	$60,500.00	$450,500.00
12/15/2049	$1,810,000.00			$49,775.00	$49,775.00
6/15/2050	$1,810,000.00	$415,000.00	5.50%	$49,775.00	$464,775.00
12/15/2050	$1,395,000.00			$38,362.50	$38,362.50
6/15/2051	$1,395,000.00	$440,000.00	5.50%	$38,362.50	$478,362.50
12/15/2051	$955,000.00			$26,262.50	$26,262.50
6/15/2052	$955,000.00	$465,000.00	5.50%	$26,262.50	$491,262.50
12/15/2052	$490,000.00			$13,475.00	$13,475.00
6/15/2053	$490,000.00	$490,000.00	5.50%	$13,475.00	$503,475.00
12/15/2053	$0.00				
		$7,475,000.00		**$7,750,769.38**	**$15,225,769.38**

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions
The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues
Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Debt Service

Principal Debt Retirement
The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense
The District Pays interest Expenses on the debt twice a year.

West Hillcrest

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs. Fiscal Year 2026

ASSESSMENT ALLOCATION

Assessment Area One

Product	Units	O&M Assessment FY 2027	O&M Assessment FY 2026	O&M Assessment Dollar Change	O&M Assessment Percent Change	Debt Service Series 2023 FY 2027	Debt Service Series 2023 FY 2026	Debt Service Series 2023 Dollar Change	Debt Service Series 2023 Percent Change	Total Assessments per Unit FY 2027	Total Assessments per Unit FY 2026	Total Assessments per Unit Dollar Change
SF 40'	136	$1,414.57	$1,288.84	$125.73	10%	$1,382.33	$1,382.33	$0.00	0%	$2,796.90	$2,671.17	$125.73
SF 50'	202	$1,414.57	$1,288.84	$125.73	10%	$1,727.91	$1,727.91	$0.00	0%	$3,142.48	$3,016.75	$125.73
	338											

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0831 **DATE:** 6/16/2026

SUBJECT: Two Ridges Community Development District FY 2026-2027 Proposed Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. TR Proposed Budget 2026-2027

Two Ridges
Community Development District

Proposed Budget For
Fiscal Year 2026/2027
October 1, 2026 - September 30, 2027

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I PROPOSED BUDGET

II DETAILED PROPOSED BUDGET

III DETAILED PROPOSED DEBT SERVICE FUND BUDGET (2025 BOND)

IV ASSESSMENT COMPARISON

PROPOSED BUDGET
TWO RIDGES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

REVENUES		FISCAL YEAR 2026/2027 BUDGET
O&M (Operation & Maintenance) Assessments		275,888
Developer Contribution		0
Debt Assessments		776,330
Interest Income		360
TOTAL REVENUES	**$**	**1,052,578**
EXPENDITURES		
Administrative Expenditures		
Supervisor Fees		0
Management		36,972
Legal		25,000
Assessment Roll		5,000
Audit Fees		4,300
Arbitrage Rebate Fee		650
Insurance		5,500
Legal Advertisements		10,000
Miscellaneous		2,000
Postage		250
Office Supplies		1,400
Dues & Subscriptions		175
Website Management & ADA Compliance		3,000
Trustee Fees		4,500
Continuing Disclosure Fee		1,000
Total Administrative Expenditures	**$**	**99,747**
Maintenance Expenditures		
Engineering/Inspections		6,000
Miscellaneous Maintenance		1,000
Stormwater System Inspections & Maintenance		5,800
Lake Maintenance		108,000
Two Ridges Road Public ROW Sidewalk Maintenance		5,000
Two Ridges Road Public ROW Mowing		0
Open Space Tract East Of Two Ridges Road Public ROW Maintenance		18,750
Reserve/Contingency		15,398
Total Maintenance Expenditures	**$**	**159,948**
Total O&M Expenditures	**$**	**259,695**
REVENUES LESS EXPENDITURES	**$**	**792,883**
Bond Payments		(729,750)
BALANCE	**$**	**63,133**
County Appraiser & Tax Collector Fee		(21,044)
Discounts For Early Payments		(42,089)
EXCESS/ (SHORTFALL)	**$**	**-**

Notes
Annual O&M Per Unit: $501 ($259,575/518 SF Homes = $501)
Annual O&M Per Unit - Grossed Up 6%: $533 ($501/.94= $533)

DETAILED PROPOSED BUDGET
TWO RIDGES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

REVENUES	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
O&M (Operation & Maintenance) Assessments	0	275,888	275,888	Expenditures Less Interest/.94
Developer Contribution	68,750	0	0	Developer Contribution
Debt Assessments	0	776,330	776,330	
Interest Income	5	240	360	Interest Projected At $30 Per Month
TOTAL REVENUES	**$ 68,755**	**$ 1,052,458**	**$ 1,052,578**	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	0	0	0	
Management	21,000	36,000	36,972	CPI Adjustment
Legal	13,285	30,000	25,000	$5,000 Decrease From 2025/2026 Budget
Assessment Roll	5,000	5,000	5,000	As Per Contract
Audit Fees	0	4,500	4,300	Accepted Amount For 2025/2026 Audit
Arbitrage Rebate Fee	0	650	650	No Change From 2025/2026 Budget
Insurance	2,795	7,000	5,500	FY 2025/2026 Expenditure Was $5,000
Legal Advertisements	7,632	15,000	10,000	$5,000 Decrease From 2025/2026 Budget
Miscellaneous	2,676	1,500	2,000	$500 Increase From 2025/2026 Budget
Postage	211	200	250	$50 Increase From 2025/2026 Budget
Office Supplies	404	1,500	1,400	$100 Decrease From 2025/2026 Budget
Dues & Subscriptions	125	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management & ADA Compliance	1,750	3,000	3,000	No Change From 2025/2026 Budget
Trustee Fees	0	4,500	4,500	No Change From 2025/2026 Budget
Continuing Disclosure Fee	0	1,000	1,000	No Change From 2025/2026 Budget
Total Administrative Expenditures	**$ 54,878**	**$ 110,025**	**$ 99,747**	
Maintenance Expenditures				
Engineering/Inspections	0	6,000	6,000	No Change From 2025/2026 Budget
Miscellaneous Maintenance	0	1,000	1,000	No Change From 2025/2026 Budget
Stormwater System Inspections & Maintenance	0	5,800	5,800	Valencia Ridge Phases 1, 2 & 3 & Two Ridges Road
Lake Maintenance	0	108,000	108,000	Valencia Ridge Phases 1 & 2 ($84,000) & 3 ($24,000)
Two Ridges Road Public ROW Sidewalk Maintenance	0	5,000	5,000	No Change From 2025/2026 Budget
Two Ridges Road Public ROW Mowing	0	15,000	0	Line Item Eliminated
Open Space Tract East Of Two Ridges Road Public ROW Maintenance	0	8,750	18,750	Mowing ($18,000) & Grading Repairs ($750)
Reserve/Contingency	0	0	15,398	Reserve/Contingency
Total Maintenance Expenditures	**$ -**	**$ 149,550**	**$ 159,948**	
Total O&M Expenditures	**$ 54,878**	**$ 259,575**	**$ 259,695**	
REVENUES LESS EXPENDITURES	**$ 13,877**	**$ 792,883**	**$ 792,883**	
Bond Payments	0	(729,750)	(729,750)	2027 Principal & Interest Payments
BALANCE	**$ 13,877**	**$ 63,133**	**$ 63,133**	
County Appraiser & Tax Collector Fee	0	(21,044)	(21,044)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	0	(42,089)	(42,089)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	**$ 13,877**	**$ -**	**$ -**	

Notes

Annual O&M Per Unit: $501 ($259,575/518 SF Homes = $501)
Annual O&M Per Unit - Grossed Up 6%: $533 ($501/.94= $533)

DETAILED PROPOSED DEBT SERVICE FUND BUDGET (SERIES 2025)
TWO RIDGES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

REVENUES	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
Interest Income	4,042	1,000	2,000	Projected Interest For 2026/2027
NAV Tax Collection	0	729,750	729,750	Maximum Debt Service Collection
Total Revenues	**$ 4,042**	**$ 730,750**	**$ 731,750**	
EXPENDITURES				
Principal Payments	0	145,000	150,000	Principal Payment Due In 2027
Interest Payments	0	581,419	575,150	Interest Payment Due In 2027
Bond Proceeds	559,708	0	0	
Bond Redemption	0	4,331	6,600	Estimated Excess Debt Collections
Total Expenditures	**$ 559,708**	**$ 730,750**	**$ 731,750**	
Excess/ (Shortfall)	**$ (555,666)**	**$ -**	**$ -**	

Note: Capitalized Interest Was Set-Up Through 11/1/25.

Series 2025 Bond Information

Original Par Amount =	$10,300,000	Annual Principal Payments Due =	May 1st
Interest Rate =	4.25% - 6.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	July 2025		
Maturity Date =	May 2055		
Par Amount As Of 1/1/26 =	$10,300,000		

TWO RIDGES COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON

	Fiscal Year 2024/2025 Assessment*	Fiscal Year 2025/2026 Assessment*	Fiscal Year 2026/2027 Projected Assessment*
O & M For 48' Single Family Unit	$ -	$ 533.00	$ 533.00
Debt For 48' Single Family Unit	$ -	$ 1,339.19	$ 1,339.19
Total For 48' Single Family Unit	**$ -**	**$ 1,872.19**	**$ 1,872.19**
O & M For 50' Single Family Unit	$ -	$ 533.00	$ 533.00
Debt For 50 Single Family Unit	$ -	$ 1,399.15	$ 1,399.15
Total For 50' Single Family Unit	**$ -**	**$ 1,932.15**	**$ 1,932.15**
O & M For 62' Single Family Unit	$ -	$ 533.00	$ 533.00
Debt For 62' Single Family Unit	$ -	$ 1,738.95	$ 1,738.95
Total For 62' Single Family Unit	**$ -**	**$ 2,271.95**	**$ 2,271.95**

* Assessments Include the Following:
4% Discount for Early Payments
County Tax Collector Fee
County Property Appraiser Fee

Community Information (2025 Bond):
48' Single Family Units: 177
50' Single Family Units: 158
62' Single Family Units: 183
Total: 518 Units

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0832 **DATE:** 6/16/2026

SUBJECT: Vista Walk Community Development District Proposed Fiscal Year 2027 Annual Operations Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. Vista Walk CDD Proposed FY2027 Operating Budget

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Vista Walk

Community Development District

FISCAL YEAR 2027

PROPOSED BUDGET

May 12, 2026

CLEAR PARTNERSHIPS



Vista Walk

Community Development District

Budget Overview

FY 2027

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Vista Walk

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$0.00	$623.00	$0.00	$623.00	0%	$0.00
Special Assmnts- Tax Collector	$0.00	$0.00	$0.00	$0.00	0%	$576,552.37
Special Assmnts- CDD Collected	$1,219,875.00	$59,179.00	$1,160,696.00	$1,219,875.00	0%	$604,723.41
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	0%	-$23,062.09
Developer Contribution	$0.00	$155,028.00	$0.00	$155,028.00	0%	$0.00
TOTAL REVENUES	**$1,219,875.00**	**$214,830.00**	**$1,160,696.00**	**$1,375,526.00**	**13%**	**$1,158,213.68**
EXPENDITURES						
Financial and Administrative						
District Manager	$50,000.00	$12,500.00	$37,500.00	$50,000.00	0%	$25,000.00
District Engineer	$15,000.00	$0.00	$15,000.00	$15,000.00	0%	$15,000.00
Disclosure Report	$7,500.00	$0.00	$7,500.00	$7,500.00	0%	$7,500.00
ProfServ-Trustee Fees	$10,500.00	$0.00	$10,500.00	$10,500.00	0%	$10,500.00
Auditing Services	$6,200.00	$1,500.00	$4,700.00	$6,200.00	0%	$6,200.00
Accounting Services	$10,000.00	$8,750.00	$1,250.00	$10,000.00	0%	$17,500.00
Postage, Phone, Faxes, Copies	$500.00	$61.00	$439.00	$500.00	0%	$0.00
Public Officials Insurance	$7,500.00	$6,030.00	$1,470.00	$7,500.00	0%	$7,500.00
Legal Advertising	$5,500.00	$0.00	$5,500.00	$5,500.00	0%	$5,500.00
Website Administration	$5,000.00	$750.00	$4,250.00	$5,000.00	0%	$5,000.00
Bank Fees	$200.00	$1,055.00	$0.00	$1,055.00	428%	$200.00
Dues, Licenses, Subscriptions	$175.00	$325.00	$0.00	$325.00	86%	$175.00
Misc. Administrative Fees	$2,500.00	$0.00	$2,500.00	$2,500.00	0%	$2,500.00
Misc-Assessment Collection Cost	$0.00	$2,500.00	$0.00	$2,500.00	0%	$11,531.05
Total Financial and Administrative	**$120,575.00**	**$33,471.00**	**$90,609.00**	**$124,080.00**	**3%**	**$114,106.05**
Legal Counsel						
District Counsel	$15,000.00	$628.00	$14,372.00	$15,000.00	0%	$15,000.00
Total Legal Counsel	**$15,000.00**	**$628.00**	**$14,372.00**	**$15,000.00**	**0%**	**$15,000.00**
Electric Utility Services						
Utility - StreetLights	$275,000.00	$0.00	$275,000.00	$275,000.00	0%	$275,000.00
Utility - Electric	$48,000.00	$0.00	$48,000.00	$48,000.00	0%	$48,000.00
Total Electric Utility Services	**$323,000.00**	**$0.00**	**$323,000.00**	**$323,000.00**	**0%**	**$323,000.00**
Water-Sewer Combination Services						
Utility - Water	$25,800.00	$0.00	$25,800.00	$25,800.00	0%	$25,800.00
Total Water-Sewer Combination Services	**$25,800.00**	**$0.00**	**$25,800.00**	**$25,800.00**	**0%**	**$25,800.00**

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
Other Physical Environment						
Field Manager	$15,000.00	$0.00	$15,000.00	$15,000.00	0%	$15,000.00
Waterway Management	$42,500.00	$0.00	$42,500.00	$42,500.00	0%	$42,500.00
Parks and Recreation	$180,000.00	$0.00	$180,000.00	$180,000.00	0%	$20,000.00
Liability/Property Insurance	$58,000.00	$0.00	$58,000.00	$58,000.00	0%	$58,000.00
Contracts-Landscape	$290,000.00	$0.00	$290,000.00	$290,000.00	0%	$300,000.00
Landscape Miscellaneous	$50,000.00	$0.00	$50,000.00	$50,000.00	0%	$50,000.00
Contracts-Plant Replacement	$45,000.00	$0.00	$45,000.00	$45,000.00	0%	$40,000.00
Irrigation Maintenance	$25,000.00	$0.00	$25,000.00	$25,000.00	0%	$25,000.00
Total Other Physical Environment	**$705,500.00**	**$0.00**	**$705,500.00**	**$705,500.00**	**0%**	**$550,500.00**
Amenities						
Contract - Pools	$0.00	$0.00	$0.00	$0.00	0%	$36,000.00
R&M - Pools	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00
Contract - Janitorial Services	$0.00	$0.00	$0.00	$0.00	0%	$17,000.00
Janitorial Supplies	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00
Access Control	$0.00	$0.00	$0.00	$0.00	0%	$13,000.00
R&M-Access&Surveillance Systems	$0.00	$0.00	$0.00	$0.00	0%	$4,000.00
R&M-Clubhouse	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00
Facility A/C & Heating Maintenance & Repair	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00
Dog Waste Station Service & Supplies	$0.00	$0.00	$0.00	$0.00	0%	$2,000.00
Pool Permits	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00
R&M-Boundary Walls/Fences/Monuments	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00
Contracts-Security Services	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00
R&M-Playscape	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00
Internet Access	$0.00	$0.00	$0.00	$0.00	0%	$4,500.00
Miscellaneous Maintenance	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00
R&M - Pressure Washing	$0.00	$0.00	$0.00	$0.00	0%	$7,500.00
Total Amenities	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$131,000.00**
Road and Street Facilities						
R&M-Drainage	$30,000.00	$0.00	$30,000.00	$30,000.00	0%	$15,000.00
Total Road and Street Facilities	**$30,000.00**	**$0.00**	**$30,000.00**	**$30,000.00**	**0%**	**$15,000.00**
Contingency						
Contingency	$0.00	$0.00	$0.00	$0.00	0%	$22,407.00
Total Contingency	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$22,407.00**
TOTAL EXPENDITURES	**$1,219,875.00**	**$34,099.00**	**$1,189,281.00**	**$1,223,380.00**	**0%**	**$1,196,813.05**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$180,731.00	-$28,585.00	$152,146.00	0%	-$38,599.37

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		$0.00	$0.00	$0.00	0%	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Net change in fund balance		$180,731.00	-$28,585.00	$152,146.00	0%	-$38,599.37
FUND BALANCE, BEGINNING	$35,523.00	$35,523.00	$0.00	$35,523.00	0%	$187,669.00
FUND BALANCE, ENDING	**$35,523.00**	**$216,254.00**	**-$28,585.00**	**$187,669.00**	428%	**$149,069.63**

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions
The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues
Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

District Management
The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Disclosure Report
On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Accounting Services
Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Website Administration Services
The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

District Engineer
The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Public Officials Insurance

The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Mailings

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Miscellaneous Administrative

All other administrative costs not otherwise specified above.

Miscellaneous-Assessment Collection Costs

The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Bank Fees

This represents the cost of bank charges and other related expenses that are incurred during the year.

Dues, Licenses and Fees

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Legal Counsel

District Counsel

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Budget Narrative
Fiscal Year 2027

Electric Utility Services

Electric Utility Services
Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Streetlights
Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Water-Sewer Combination Services

Water/Waste
The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Other Physical Environment

Field Management
The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Waterway Management Program
Cost of maintaining waterways and rivers on district property.

Recreation/Park Facility Maintenance
Cost of upkeep and repairs to all parks and recreation facilities in the CDD

Insurance-General Liability
The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Landscape Maintenance - Contract
Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Landscaping – Plant Replacement Program
Cost of replacing dead or damaged plants throughout the district.

Irrigation Maintenance
Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Amenities

Pool Monitor
Cost of staff members to facilitate pool safety services.

Pool Maintenance – Contract
Cost of Maintenance for CDD pool facilities.

Janitorial – Contract
Cost of janitorial labor for CDD Facilities.

Budget Narrative
Fiscal Year 2027

Amenity R&M
Cost of repairs and regular maintenance of CDD amenities.

Access Control R&M
Cost of repairs and maintenance to electronic locks, gates, and other security fixtures.

Athletic Courts and Field Maintenance
Cost of upkeep and repairs for athletic fields and courts (ex. Basketball Courts) on CDD property.

Playground Equipment and Maintenance
Cost of acquisition and upkeep of playground equipment for CDD parks.

Clubhouse R&M
Cost of repairs and maintenance not otherwise specified.

Dog Waste Station Service & Supplies
Cost of cleaning and resupplying dog waste stations.

Pool and Spa Permits
Cost of permits required for CDD pool and spa operation as required by law.

Miscellaneous Maintenance
Amenity Expenses not otherwise specified.

Road and Street Facilities

Drainage R&M
Cost of repairs and maintenance drainage system for roads and streets on the property.

Contingency/Reserves

Contingency
Funds set aside for projects, as determined by the district's board.

Vista Walk

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027

ASSESSMENT ALLOCATION

Phase 1

Product	Units	O&M Assessment FY 2027	O&M Assessment FY 2026	O&M Assessment Dollar Change	O&M Assessment Percent Change	Future Bond Series FY 2027	Future Bond Series FY 2026	Future Bond Series Dollar Change	Future Bond Series Percent Change	Total Assessments per Unit FY 2027	Total Assessments per Unit FY 2026	Total Assessments per Unit Dollar Change
SF 22'	266	$741.89	$741.89	$0.00	0%	$0.00	$0.00	$0.00	n/a	$741.89	$741.89	$0.00
SF 50'	143	$1,686.12	$1,686.12	$0.00	0%	$0.00	$0.00	$0.00	n/a	$1,686.12	$1,686.12	$0.00
SF 65'	63	$2,191.96	$2,191.96	$0.00	0%	$0.00	$0.00	$0.00	n/a	$2,191.96	$2,191.96	$0.00
	472											

Phase 2

Product	Units	O&M Assessment FY 2027	O&M Assessment FY 2026	O&M Assessment Dollar Change	O&M Assessment Percent Change	Future Bond Series FY 2027	Future Bond Series FY 2026	Future Bond Series Dollar Change	Future Bond Series Percent Change	Total Assessments per Unit FY 2027	Total Assessments per Unit FY 2026	Total Assessments per Unit Dollar Change
SF 22'	166	$741.89	$741.89	$0.00	0%	$0.00	$0.00	$0.00	n/a	$741.89	$741.89	$0.00
SF 50'	138	$1,686.12	$1,686.12	$0.00	0%	$0.00	$0.00	$0.00	n/a	$1,686.12	$1,686.12	$0.00
SF 55'	155	$1,854.73	$1,854.73	$0.00	0%	$0.00	$0.00	$0.00	n/a	$1,854.73	$1,854.73	$0.00
	459											

Total Units	931

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0833 **DATE:** 6/16/2026

SUBJECT: Cypress Preserve Community Development District Approved Proposed Budget FY2027

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. Cypress Preserve FY 2027 Approved Proposed Budget
2. Cypress Preserve CDD Resolution 2026-07; Approving Proposed Budget and Setting Public Hearing - Executed
3. Cypress Preserve CDD Budget Letter to County FY 2027

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Cypress Preserve
Community Development District

FISCAL YEAR 2027

Proposed Budget

May 12, 2026

CLEAR PARTNERSHIPS



Cypress Preserve

Community Development District

Budget Overview

FY 2027

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Cypress Preserve

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance
Fiscal Year 2027 Budget
General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 2/28/2026	PROJECTED March-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$0.00	$8,585.00	$0.00	$8,585.00	0%	$0.00
Special Assmnts- Tax Collector	$740,658.00	$736,422.00	$4,236.00	$740,658.00	0%	$884,482.19
Special Assmnts- CDD Collected	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Other Miscellaneous Revenues	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Interest - Tax Collector	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	0%	-$35,379.29
TOTAL REVENUES	**$740,658.00**	**$745,007.00**	**$4,236.00**	**$749,243.00**	**1%**	**$849,102.90**
EXPENDITURES						
Administrative						
Supervisor Fees	$13,000.00	$5,000.00	$8,000.00	$13,000.00	0%	$12,000.00
Field Services	$12,360.00	$7,210.00	$5,150.00	$12,360.00	0%	$12,730.80
ProfServ-Arbitrage Rebate	$700.00	$1,200.00	$0.00	$1,200.00	71%	$1,200.00
ProfServ-Trustee Fees	$8,200.00	$7,920.00	$280.00	$8,200.00	0%	$8,200.00
Disclosure Report	$8,400.00	$3,500.00	$4,900.00	$8,400.00	0%	$8,400.00
District Counsel	$15,000.00	$873.00	$14,127.00	$15,000.00	0%	$5,000.00
District Engineer	$5,000.00	$3,100.00	$1,900.00	$5,000.00	0%	$6,000.00
District Manager	$43,775.00	$18,240.00	$26,144.00	$44,384.00	1%	$44,650.50
Accounting Services	$6,180.00	$2,575.00	$3,605.00	$6,180.00	0%	$6,303.60
Auditing Services	$7,400.00	$0.00	$7,400.00	$7,400.00	0%	$8,600.00
Postage, Phone, Faxes, Copies	$250.00	$9.00	$241.00	$250.00	0%	$1,700.00
Public Officials Insurance	$3,356.00	$3,356.00	$0.00	$3,356.00	0%	$3,478.00
Legal Advertising	$1,000.00	$0.00	$1,000.00	$1,000.00	0%	$1,000.00
Bank Fees	$200.00	$0.00	$200.00	$200.00	0%	$500.00
Website Administration	$1,552.00	$1,613.00	$0.00	$1,613.00	4%	$1,650.00
Office Supplies	$100.00	$0.00	$100.00	$100.00	0%	$100.00
Dues, Licenses, Subscriptions	$200.00	$558.00	$0.00	$558.00	179%	$600.00
Operating Loan Repayment	$55,000.00	$56,167.00	$0.00	$56,167.00	2%	$56,167.00
Loan - POS System	$30,000.00	$30,000.00	$0.00	$30,000.00	0%	$30,000.00
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	0%	$780.00
Total Administrative	**$211,673.00**	**$141,321.00**	**$73,047.00**	**$214,368.00**	**1%**	**$209,059.90**
Utility Services						
Utility - Electric	$3,737.00	$1,178.00	$1,688.47	$2,866.47	-23%	$3,500.00
Utility - Streetlights	$8,220.00	$6,560.00	$9,402.67	$15,962.67	94%	$10,000.00
Utility - Potable Water	$9,848.00	$4,077.00	$5,843.70	$9,920.70	1%	$10,416.00
Total Utility Services	**$21,805.00**	**$11,815.00**	**$16,934.83**	**$28,749.83**	**32%**	**$23,916.00**

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 2/28/2026	PROJECTED March-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
Other Physical Environment						
Holiday Decoration	$10,000.00	$0.00	$10,000.00	$10,000.00	0%	$10,000.00
Contracts-Pond Maintenance	$28,200.00	$11,925.00	$16,275.00	$28,200.00	0%	$28,200.00
Insurance -Property & Casualty	$22,589.00	$23,708.00	$0.00	$23,708.00	5%	$23,287.00
Landscape Maintenance	$209,000.00	$111,540.00	$97,460.00	$209,000.00	0%	$270,000.00
R&M-Hardscape Cleaning	$0.00	$0.00	$0.00	$0.00	0%	$6,900.00
Plant Replacement Program	$0.00	$0.00	$0.00	$0.00	0%	$35,000.00
Miscellaneous Maintenance	$20,000.00	$6,885.00	$13,115.00	$20,000.00	0%	$15,000.00
Capital Improvements	$28,691.00	$0.00	$28,691.00	$28,691.00	0%	$5,000.00
Reserve	$82,000.00	$0.00	$82,000.00	$82,000.00	0%	$82,000.00
R&M-Ponds	$0.00	$0.00	$0.00	$0.00	0%	$2,500.00
Total Other Physical Environment	**$400,480.00**	**$154,058.00**	**$247,541.00**	**$401,599.00**	**0%**	**$477,887.00**
Road and Street Facilities						
Sidewalk Pressure Washing	$3,500.00	$1,150.00	$2,350.00	$3,500.00	0%	$0.00
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Total Road and Street Facilities	**$3,500.00**	**$1,150.00**	**$2,350.00**	**$3,500.00**	**0%**	**$0.00**
Parks and Recreation						
Contracts-Janitorial Services	$13,200.00	$6,368.00	$6,832.00	$13,200.00	0%	$13,200.00
R&M-Pools	$20,000.00	$10,363.00	$9,637.00	$20,000.00	0%	$30,000.00
Recreation / Park Facility Maintenance	$0.00	$345.00	$0.00	$345.00	0%	$2,000.00
Security	$15,000.00	$5,935.00	$8,506.83	$14,441.83	-4%	$15,000.00
Onsite Staff	$0.00	$0.00	$0.00	$0.00	0%	$23,040.00
Total Parks and Recreation	**$48,200.00**	**$23,011.00**	**$24,975.83**	**$47,986.83**	**0%**	**$83,240.00**
Reserves						
Capital Reserve	$55,000.00	$0.00	$55,000.00	$55,000.00	0%	$55,000.00
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Total Reserves	**$55,000.00**	**$0.00**	**$55,000.00**	**$55,000.00**	**0%**	**$55,000.00**
TOTAL EXPENDITURES	**$740,658.00**	**$331,355.00**	**$419,848.67**	**$751,203.67**	**1%**	**$849,102.90**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$413,652.00	-$415,612.67	-$1,960.67	0%	$0.00
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	$0.00	$0.00	$0.00	$0.00	0%	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Net change in fund balance	$0.00	$413,652.00	-$415,612.67	-$1,960.67	0%	$0.00
FUND BALANCE, BEGINNING	$0.00	$0.00	$0.00	$0.00	0%	-$1,960.67
FUND BALANCE, ENDING	**$0.00**	**$413,652.00**	**-$415,612.67**	**-$1,960.67**	0%	**-$1,960.67**

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions
The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues
Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees
Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

District Manager
The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Field Services
The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Accounting Services
Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Disclosure Report
On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Website Administration Services
The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

District Engineer
The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel
The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Trustee Fees
The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Auditing Services
The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies
This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Professional Services – Arbitrage Rebate
The District is required to annually calculate the arbitrage rebate liability on its Series 2013A and 2020 bonds.

Legal Advertising
The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Miscellaneous-Assessment Collection Costs

The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Bank Fees
This represents the cost of bank charges and other related expenses that are incurred during the year.

Budget Narrative
Fiscal Year 2027

Dues, Licenses and Fees

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Office Supplies

This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Website Administration

Cost of administering and maintaining district website.

Public Officials Insurance

The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Budget Narrative
Fiscal Year 2027

Utility Services

Electric Utility Services
Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Streetlights
Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Potable Water
The District charges for drinkable water.

Other Physical Environment

Holiday Decorations
Cost of decorations for major holidays (i.e., Christmas)

Pond Maintenance – Contracts
Cost of upkeep and protection of wetlands on CDD property.

Insurance-General Liability
The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Landscape Maintenance - Contract
Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District

R&M-Hardscape Cleaning

Landscaping – Plant Replacement Program
Cost of replacing dead or damaged plants throughout the district.

Miscellaneous Maintenance
Other physical environment Expenses not otherwise specified.

Capital Improvements
Funding of major projects and building improvements to CDD property.

Reserves
Funds set aside for unforeseen expenses.

R&M Ponds
Pond maintenance Expenses.

Road and Street Facilities

R&M-Sidewalk Cleaning
Sidewalk Pressure Washing Expenses.

Budget Narrative
Fiscal Year 2027

Parks and Recreation

Janitorial – Contracts
Cost of janitorial labor for CDD Facilities.

R&M-Pools
Cost of Maintenance for CDD pool facilities.

Recreation/Park Facility Maintenance
Cost of upkeep and repairs to all parks and recreation facilities in the CDD

Security Monitoring Services
Cost of CDD security personnel and equipment.

Reserves

Capital Reserves
The board may set aside monetary reserves for necessary for maintenance projects as needed.

Cypress Preserve

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2017 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 2/28/2026	PROJECTED March-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$0.00	$10,966.00	$0.00	$10,966.00	0%	$0.00
Special Assmnts- Tax Collector	$623,708.00	$611,839.00	$11,869.00	$623,708.00	0%	$663,518.90
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	0%	-$26,540.76
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
TOTAL REVENUES	**$623,708.00**	**$622,805.00**	**$11,869.00**	**$634,674.00**	**2%**	**$636,978.14**
EXPENDITURES						
Administrative						
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	0%	$13,270.38
Total Administrative	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$13,270.38**
Debt Service						
Principal Debt Retirement	$210,000.00	$200,000.00	$10,000.00	$210,000.00	0%	$210,000.00
Interest Expense	$410,188.00	$209,344.00	$200,844.00	$410,188.00	0%	$405,725.00
Total Debt Service	**$620,188.00**	**$409,344.00**	**$210,844.00**	**$620,188.00**	**0%**	**$615,725.00**
TOTAL EXPENDITURES	**$620,188.00**	**$409,344.00**	**$210,844.00**	**$620,188.00**		**$628,995.38**
Excess (deficiency) of revenues Over (under) expenditures	$3,520.00	$213,461.00	-$198,975.00	$14,486.00	312%	$7,982.77
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	$0.00	$0.00	$0.00	$0.00	0%	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Net change in fund balance	$0.00	$213,461.00	-$198,975.00	$14,486.00	0%	$7,982.77
FUND BALANCE, BEGINNING	$0.00	$0.00	$0.00	$0.00	0%	$14,486.00
FUND BALANCE, ENDING	**$0.00**	**$213,461.00**	**-$198,975.00**	**$14,486.00**	0%	**$22,468.77**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	11/1/2024	11/1/2025	11/1/2026	11/1/2027
Series 2017 Bonds	$8,765,000.00	$8,575,000.00	$8,375,000.00	$8,165,000.00

Assessment Revenue Bond, Series 2017 (Assessment Area One)

Date	Outstanding Balance	Principal	Rate	Interest	Total
11/1/2022	$9,130,000.00	$180,000.00	3.625%	$219,996.88	$399,996.88
5/1/2023	$8,950,000.00			$216,734.38	$216,734.38
11/1/2023	$8,950,000.00	$185,000.00	3.625%	$216,734.38	$401,734.38
5/1/2024	$8,765,000.00			$213,381.25	$213,381.25
11/1/2024	$8,765,000.00	$190,000.00	4.250%	$213,381.25	$403,381.25
5/1/2025	$8,575,000.00			$209,343.75	$209,343.75
11/1/2025	$8,575,000.00	$200,000.00	4.250%	$209,343.75	$409,343.75
5/1/2026	$8,375,000.00			$205,093.75	$205,093.75
11/1/2026	$8,375,000.00	$210,000.00	4.250%	$205,093.75	$415,093.75
5/1/2027	$8,165,000.00			$200,631.25	$200,631.25
11/1/2027	$8,165,000.00	$215,000.00	4.250%	$200,631.25	$415,631.25
5/1/2028	$7,950,000.00			$196,062.50	$196,062.50
11/1/2028	$7,950,000.00	$225,000.00	4.250%	$196,062.50	$421,062.50
5/1/2029	$7,725,000.00			$191,281.25	$191,281.25
11/1/2029	$7,725,000.00	$235,000.00	4.875%	$191,281.25	$426,281.25
5/1/2030	$7,490,000.00			$185,553.13	$185,553.13
11/1/2030	$7,490,000.00	$250,000.00	4.875%	$185,553.13	$435,553.13
5/1/2031	$7,240,000.00			$179,459.38	$179,459.38
11/1/2031	$7,240,000.00	$260,000.00	4.875%	$179,459.38	$439,459.38
5/1/2032	$6,980,000.00			$173,121.88	$173,121.88
11/1/2032	$6,980,000.00	$270,000.00	4.875%	$173,121.88	$443,121.88
5/1/2033	$6,710,000.00			$166,540.63	$166,540.63
11/1/2033	$6,710,000.00	$285,000.00	4.875%	$166,540.63	$451,540.63
5/1/2034	$6,425,000.00			$159,593.75	$159,593.75
11/1/2034	$6,425,000.00	$300,000.00	4.875%	$159,593.75	$459,593.75
5/1/2035	$6,125,000.00			$152,281.25	$152,281.25
11/1/2035	$6,125,000.00	$315,000.00	4.875%	$152,281.25	$467,281.25
5/1/2036	$5,810,000.00			$144,603.13	$144,603.13
11/1/2036	$5,810,000.00	$330,000.00	4.875%	$144,603.13	$474,603.13
5/1/2037	$5,480,000.00			$136,559.38	$136,559.38
11/1/2037	$5,480,000.00	$345,000.00	4.875%	$136,559.38	$481,559.38
5/1/2038	$5,135,000.00			$128,150.00	$128,150.00
11/1/2038	$5,135,000.00	$360,000.00	4.875%	$128,150.00	$488,150.00
5/1/2039	$4,775,000.00			$119,375.00	$119,375.00
11/1/2039	$4,775,000.00	$380,000.00	5.000%	$119,375.00	$499,375.00
5/1/2040	$4,395,000.00			$109,875.00	$109,875.00
11/1/2040	$4,395,000.00	$400,000.00	5.000%	$109,875.00	$509,875.00
5/1/2041	$3,995,000.00			$99,875.00	$99,875.00
11/1/2041	$3,995,000.00	$420,000.00	5.000%	$99,875.00	$519,875.00
5/1/2042	$3,575,000.00			$89,375.00	$89,375.00
11/1/2042	$3,575,000.00	$440,000.00	5.000%	$89,375.00	$529,375.00
5/1/2043	$3,135,000.00			$78,375.00	$78,375.00
11/1/2043	$3,135,000.00	$460,000.00	5.000%	$78,375.00	$538,375.00
5/1/2044	$2,675,000.00			$66,875.00	$66,875.00
11/1/2044	$2,675,000.00	$485,000.00	5.000%	$66,875.00	$551,875.00
5/1/2045	$2,190,000.00			$54,750.00	$54,750.00
11/1/2045	$2,190,000.00	$510,000.00	5.000%	$54,750.00	$564,750.00
5/1/2046	$1,680,000.00			$42,000.00	$42,000.00
11/1/2046	$1,680,000.00	$535,000.00	5.000%	$42,000.00	$577,000.00
5/1/2047	$1,145,000.00			$28,625.00	$28,625.00
11/1/2047	$1,145,000.00	$560,000.00	5.000%	$28,625.00	$588,625.00
5/1/2048	$585,000.00			$14,625.00	$14,625.00
11/1/2048	$585,000.00	$585,000.00	5.000%	$14,625.00	$599,625.00
		$9,130,000.00		**$7,344,278.13**	**$16,474,278.13**

Summary of Revenues Expenditures and Changes in Fund Balance
Fiscal Year 2027 Budget
Series 2019 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 2/28/2026	PROJECTED March-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Special Assmnts- Tax Collector	$0.00	$0.00	$0.00	$0.00	0%	$414,375.00
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	0%	-$16,575.00
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
TOTAL REVENUES	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$397,800.00**
EXPENDITURES						
Administrative						
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	0%	$8,287.50
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Total Debt Service	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$8,287.50**
Debt Service						
Principal Debt Retirement	$0.00	$0.00	$0.00	$0.00	0%	$145,000.00
Principal Debt Retirement - Special Call	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Interest Expense	$0.00	$0.00	$0.00	$0.00	0%	$238,287.51
	$0.00	$0.00	$0.00	$0.00	0%	$0.00
Total Debt Service	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$383,287.51**
TOTAL EXPENDITURES	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$391,575.01**
Excess (deficiency) of revenues						
Over (under) expenditures	$0.00	$0.00	$0.00	$0.00	0%	$6,224.99
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	$0.00	$0.00	$0.00	$0.00	0%	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Net change in fund balance	$0.00	$0.00	$0.00	$0.00	0%	$6,224.99
FUND BALANCE, BEGINNING	$0.00	$0.00	$0.00	$0.00	0%	$0.00
FUND BALANCE, ENDING	**$0.00**	**$0.00**	**$0.00**	**$0.00**	0%	**$6,224.99**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	11/1/2024	11/1/2025	11/1/2026	11/1/2027
Series 2019 Bonds	$6,255,000.00	$6,120,000.00	$5,980,000.00	$5,835,000.00

Special Assessment Revenue Bonds, Series 2019 (Assessment Area No 2)

Date	Outstanding Balance	Principal	Rate	Interest	Total
5/1/2020	$ 6,635,000			$ 96,475	$ 96,475
11/1/2020	$ 6,635,000			$ 131,556	$ 131,556
5/1/2021	$ 6,635,000			$ 131,556	$ 131,556
11/1/2021	$ 6,635,000	$ 125,000	3.38%	$ 131,556	$ 256,556
5/1/2022	$ 6,510,000			$ 129,447	$ 129,447
11/1/2022	$ 6,510,000	$ 125,000	3.38%	$ 129,447	$ 254,447
5/1/2023	$ 6,385,000			$ 127,338	$ 127,338
11/1/2023	$ 6,385,000	$ 130,000	3.38%	$ 127,338	$ 257,338
5/1/2024	$ 6,255,000			$ 125,144	$ 125,144
11/1/2024	$ 6,255,000	$ 135,000	3.38%	$ 125,144	$ 260,144
5/1/2025	$ 6,120,000			$ 122,866	$ 122,866
11/1/2025	$ 6,120,000	$ 140,000	3.38%	$ 122,866	$ 262,866
5/1/2026	$ 5,980,000			$ 120,503	$ 120,503
11/1/2026	$ 5,980,000	$ 145,000	3.75%	$ 120,503	$ 265,503
5/1/2027	$ 5,835,000			$ 117,784	$ 117,784
11/1/2027	$ 5,835,000	$ 150,000	3.75%	$ 117,784	$ 267,784
5/1/2028	$ 5,685,000			$ 114,972	$ 114,972
11/1/2028	$ 5,685,000	$ 155,000	3.75%	$ 114,972	$ 269,972
5/1/2029	$ 5,530,000			$ 112,066	$ 112,066
11/1/2029	$ 5,530,000	$ 160,000	3.75%	$ 112,066	$ 272,066
5/1/2030	$ 5,370,000			$ 109,066	$ 109,066
11/1/2030	$ 5,370,000	$ 170,000	3.75%	$ 109,066	$ 279,066
5/1/2031	$ 5,200,000			$ 105,878	$ 105,878
11/1/2031	$ 5,200,000	$ 175,000	3.75%	$ 105,878	$ 280,878
5/1/2032	$ 5,025,000			$ 102,597	$ 102,597
11/1/2032	$ 5,025,000	$ 180,000	4.00%	$ 102,597	$ 282,597
5/1/2033	$ 4,845,000			$ 98,997	$ 98,997
11/1/2033	$ 4,845,000	$ 190,000	4.00%	$ 98,997	$ 288,997
5/1/2034	$ 4,655,000			$ 95,197	$ 95,197
11/1/2034	$ 4,655,000	$ 195,000	4.00%	$ 95,197	$ 290,197
5/1/2035	$ 4,460,000			$ 91,297	$ 91,297
11/1/2035	$ 4,460,000	$ 205,000	4.00%	$ 91,297	$ 296,297
5/1/2036	$ 4,255,000			$ 87,197	$ 87,197
11/1/2036	$ 4,255,000	$ 210,000	4.00%	$ 87,197	$ 297,197
5/1/2037	$ 4,045,000			$ 82,997	$ 82,997
11/1/2037	$ 4,045,000	$ 220,000	4.00%	$ 82,997	$ 302,997
5/1/2038	$ 3,825,000			$ 78,597	$ 78,597
11/1/2038	$ 3,825,000	$ 230,000	4.00%	$ 78,597	$ 308,597
5/1/2039	$ 3,595,000			$ 73,997	$ 73,997
11/1/2039	$ 3,595,000	$ 240,000	4.00%	$ 73,997	$ 313,997
5/1/2040	$ 3,355,000			$ 69,197	$ 69,197
11/1/2040	$ 3,355,000	$ 245,000	4.13%	$ 69,197	$ 314,197
5/1/2041	$ 3,110,000			$ 64,144	$ 64,144
11/1/2041	$ 3,110,000	$ 255,000	4.13%	$ 64,144	$ 319,144
5/1/2042	$ 2,855,000			$ 58,884	$ 58,884
11/1/2042	$ 2,855,000	$ 270,000	4.13%	$ 58,884	$ 328,884
5/1/2043	$ 2,585,000			$ 53,316	$ 53,316
11/1/2043	$ 2,585,000	$ 280,000	4.13%	$ 53,316	$ 333,316
5/1/2044	$ 2,305,000			$ 47,541	$ 47,541
11/1/2044	$ 2,305,000	$ 290,000	4.13%	$ 47,541	$ 337,541
5/1/2045	$ 2,015,000			$ 41,559	$ 41,559
11/1/2045	$ 2,015,000	$ 305,000	4.13%	$ 41,559	$ 346,559
5/1/2046	$ 1,710,000			$ 35,269	$ 35,269
11/1/2046	$ 1,710,000	$ 315,000	4.13%	$ 35,269	$ 350,269
5/1/2047	$ 1,395,000			$ 28,772	$ 28,772
11/1/2047	$ 1,395,000	$ 330,000	4.13%	$ 28,772	$ 358,772
5/1/2048	$ 1,065,000			$ 21,966	$ 21,966
11/1/2048	$ 1,065,000	$ 340,000	4.13%	$ 21,966	$ 361,966
5/1/2049	$ 725,000			$ 14,953	$ 14,953
11/1/2049	$ 725,000	$ 355,000	4.13%	$ 14,953	$ 369,953
5/1/2050	$ 370,000			$ 7,631	$ 7,631
11/1/2050	$ 370,000	$ 370,000	4.13%	$ 7,631	$ 377,631
		$ 6,635,000		**$ 5,169,481**	**$ 11,804,481**

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions
The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues
Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Debt Service

Principal Debt Retirement
The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense
The District Pays interest Expenses on the debt twice a year.

Cypress Preserve

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs Fiscal Year 2026

ASSESSMENT ALLOCATION

Assessment Area One- Series 2017

		O&M Assessment					Debt Service Series 2017				Total Assessments per Unit			
Product	Units	FY 2027	FY 2026	Dollar Change	Monthly Change	Percent Change	FY 2027	FY 2026	Dollar Change	Percent Change	FY 2027	FY 2026	Dollar Change	Percent Change
Villa - 35'	100	$901.46	$803.06	$98.40	$8.20	12%	$1,094.40	$1,094.40	$0.00	0%	$1,995.86	$1,897.46	$98.40	5%
Single Family 40'	173	$1,024.38	$912.56	$111.82	$9.32	12%	$1,250.74	$1,250.74	$0.00	0%	$2,275.12	$2,163.30	$111.82	5%
Single Family 50'	216	$1,280.48	$1,140.70	$139.77	$11.65	12%	$1,563.43	$1,563.43	$0.00	0%	$2,843.91	$2,704.13	$139.77	5%
	489													

Assessment Area Two- Series 2019

		O&M Assessment					Debt Service Series 2019				Total Assessments per Unit			
Product	Units	FY 2027	FY 2026	Dollar Change	Monthly Change	Percent Change	FY 2027	FY 2026	Dollar Change	Percent Change	FY 2027	FY 2026	Dollar Change	Percent Change
Villa - 35'	186	$901.46	$803.06	$98.40	$8.20	12%	$1,093.75	$1,093.75	$0.00	0%	$1,995.21	$1,896.81	$98.40	5%
Single Family 40'	110	$1,024.38	$912.56	$111.82	$9.32	12%	$1,250.00	$1,250.00	$0.00	0%	$2,274.38	$2,162.56	$111.82	5%
Single Family 50'	47	$1,280.48	$1,140.70	$139.77	$11.65	12%	$1,562.50	$1,562.50	$0.00	0%	$2,842.98	$2,703.20	$139.77	5%
	343													

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RESOLUTION 2026-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2026/2027; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (**"Board"**) of the Cypress Preserve Community Development District (**"District"**) prior to June 15, 2026, a proposed operation and maintenance budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (**"Proposed Budget"**); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED**. The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING**. The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE:	August 5, 2026
HOUR:	6:00 p.m.
LOCATION:	Land O' Lakes Heritage Park 5401 Land O' Lakes Blvd. Land O' Lakes, FL 33639

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT**. The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET**. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the Proposed Budget on the District's website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE**. Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE**. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED ON MAY 6, 2026.

Attest:

DocuSigned by:
A914FCA6308743D...
Print Name: Michael Perez
Secretary/Assistant Secretary

Cypress Preserve Community Development District

Signed by:
C3BC54C5B568402...
Print Name: Justin Sutphin
Chair/Vice Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2026/2027

CYPRESS PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

District Office ♦ 2005 Pan Am Circle♦ Suite 300 ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

May 13, 2026

County Administrator
8731 Citizens Dr., Suite 340
New Port Richey, FL 34654

Re: **Cypress Preserve Community Development District**
Proposed Fiscal Year 2027 Annual Operations Budget

Dear Mr. Mike Carballa,

In accordance with Chapter 190.008(2)(b) of the Florida Statutes, the District is required to submit to the local governing authorities having jurisdiction over the area included in the District, for purposes of disclosure and information only, the proposed annual budget for the ensuing fiscal year at least sixty (60) days prior to the public hearing.

The District's public hearing is scheduled as follows:

DATE:	**August 5, 2026**
HOUR:	**6:00 p.m.**
LOCATION:	**Land O' Lakes Heritage Park**
	5401 Land O' Lakes Blvd.
	Land O' Lakes, FL 33639

I am pleased to enclose the District's Proposed Operating Budget for Fiscal Year 2027 as required by statute. We request that a copy of the proposed budget be placed on the Pasco County website for public viewing.

If you have any questions, feel free to contact me at Tabitha.blackwelder@inframark.com .

Thank you,

Tabitha Blackwelder
District Administrative Assistant II

Enc. FY 2027 Budget

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0833 **DATE:** 6/16/2026

SUBJECT: Preserve at Wilderness Lake Community Development District - Approved FY 2027 Proposed Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
None

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0835 **DATE:** 6/16/2026

SUBJECT: Bridgewater of Wesley Chapel Community Development District Preliminary FY 2027 Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. BWC Res 2026-02 Approve FY 27 Budget & set PH (Aug 4)

RESOLUTION 2026-02
[FY 2027 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWATER OF WESLEY CHAPEL COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (**"FY 2027"**), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Bridgewater of Wesley Chapel Community Development District (**"District"**) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A** (**"Proposed Budget"**); and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRIDGEWATER OF WESLEY CHAPEL COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE:	August 4, 2026
TIME:	6:30 PM
LOCATION:	Hilton Garden Inn 26640 Silver Maple Parkway Wesley Chapel, Florida 33544

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District's website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 5TH DAY OF MAY, 2026.

ATTEST:

Heath Beckett
_____
Secretary / Assistant Secretary

BRIDGEWATER OF WESLEY CHAPEL COMMUNITY DEVELOPMENT DISTRICT

Steve Brown
_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A
Proposed Budget

BRIDGEWATER OF WESLEY CHAPEL CDD
FISCAL YEAR 2026-2027 APPROVED PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE

		FY 2024 ACTUAL	FY 2025 ACTUAL	FY 2026 ADOPTED	FY 2027 PROPOSED	VARIANCE FY26 TO FY27
1	**REVENUE**					
2	SPECIAL ASSESSMENTS - GENERAL FUND	$ 780,056	$ 775,327	$ 828,005	$ 824,739	$ (3,266)
3	INTEREST REVENUE	123,591	104,469	-	-	-
4	HOA COST SHARE (SECURITY)	25,397	15,892	20,000	20,000	-
5	FUND BALANCE FORWARD			400,000	500,000	100,000
6	MISC REVENUE	1,566	2,020	-	-	-
7	**TOTAL REVENUE**	**930,610**	**897,708**	**1,248,005**	**1,344,739**	**96,734**
8	**EXPENDITURES**					
9	**ADMINISTRATIVE EXPENSES**					
10	BOARD OF SUPERVISORS PAYROLL	11,400	10,600	12,000	12,000	-
11	MANAGEMENT CONSULTING SERVICES	19,250	19,940	20,937	21,565	628
12	ADMINISTRATIVE SERVICES	3,750	3,882	4,076	4,198	122
13	ASSESSMENT ROLL PREPARATION	4,000	4,140	4,347	4,477	130
14	ACCOUNTING SERVICES	17,500	18,113	19,019	19,589	570
15	MISCELLANEOUS (Printing , Binding, Mailing & Postage)	240	265	2,100	2,100	-
16	MEETING ROOM RENTAL	3,988	3,789	4,392	4,392	-
17	AUDITING	3,600	3,250	3,350	3,500	150
18	REGULATORY AND PERMIT FEES	175	175	175	175	-
19	TAX COLLECTOR/PROPERTY APPRAISER FEES	150	150	150	150	-
20	LEGAL ADVERTISEMENTS	977	893	1,500	1,500	-
21	ENGINEERING SERVICES	22,687	22,476	35,000	35,000	-
22	LEGAL SERVICES	32,404	23,657	30,000	30,000	-
23	WEBSITE ADMINISTRATION	2,640	2,670	2,670	3,270	600
24	**TOTAL GENERAL ADMINISTRATIVE**	**122,763**	**114,000**	**139,716**	**141,916**	**2,200**
25	**INSURANCE:**					
26	INSURANCE	8,980	9,494	11,065	11,065	-
27	**TOTAL INSURANCE**	**8,980**	**9,494**	**11,065**	**11,065**	**-**
28	**DEBT SERVICE ADMINISTRATION:**					
29	TRUSTEE FEES	4,229	4,256	4,400	4,400	-
30	**TOTAL DEBT ADMINISTRATION:**	**4,229**	**4,256**	**4,400**	**4,400**	**-**
31	**SECURITY:**					
32	DEPUTY	48,235	44,225	40,000	40,000	-
33	**TOTAL SECURITY:**	**48,235**	**44,225**	**40,000**	**40,000**	**-**
34	**ELECTRIC UTILITY SERVICES:**					
35	UTILITY	13,959	13,434	17,500	17,500	-
36	STREETLIGHTS	31,578	32,247	35,000	35,000	-
37	**TOTAL ELECTRIC UTILITY SERVICES:**	**45,537**	**45,680**	**52,500**	**52,500**	**-**
38	**ROAD & STREET FACILITIES:**					
39	SIDEWALK MAINTENANCE	5,068	29,120	20,000	43,400	23,400
40	STREET SIGN REPAIR & MAINTENANCE	6,671	5,804	1,500	1,500	-
41	ROADWAY MAINTENANCE	8,700	13,650	12,000	12,000	-
42	CAPITAL IMPROVEMENTS/ROADS	-		400,000	500,000	100,000
43	**TOTAL ROAD & STREET FACILITIES:**	**20,439**	**48,575**	**433,500**	**556,900**	**123,400**
44	**FIELD OPERATIONS:**					
45	FIELD SERVICES	3,500	3,623	3,804	3,918	114
46	FOUNTAIN MAINTENANCE	300	718	1,500	1,500	-
47	ENTRY & COLUMN MAINTENANCE	350		2,000	2,000	-
48	CAPITAL IMPROVEMENTS/SIGNAGE	-		-	-	-
49	LANDSCAPE MAINTENANCE	158,658	153,100	153,300	153,300	-
50	TREE TRIMMING	-	6,650	15,000	15,000	-
51	IRRIGATION MAINTENANCE	700	1,257	5,000	5,000	-
52	LANDSCAPE RENEWAL & REPLACEMENT (MULCH, ANNUALS)	17,800	43,616	66,840	66,840	-
53	AQUATIC MAINTENANCE	32,775	19,855	30,000	30,000	-
54	AQUATIC PLANT REPLACEMENT	-		5,910	5,910	-
55	LAKE/POND BANK MAINTENANCE	10,510	11,208	50,000	60,000	10,000
56	STORMWATER SYSTEM MAINTENANCE	1,800	21,000	4,800	4,800	-
57	FIRE ANT TREATMENT	-	2,500	5,900	2,500	(3,400)
58	MIDGEFLY TREATMENT	66,752	67,980	75,000	75,000	-
59	DOG WASTE SERVICES	8,320	8,320	8,320	8,320	-
60	PORTER SERVICES	-		-	-	-
61	AERATOR MAINTENANCE	-	5,452	4,160	4,160	-
62	EROSION REPAIRS	-	-	-	-	-
63	FIELD OPERATIONS MISCELLANEOUS CONTINGENCY	12,317	16,629	74,710	39,130	(35,580)
64	**TOTAL FIELD OPERATIONS:**	**313,782**	**361,908**	**506,244**	**477,378**	**(28,866)**
65						
66	RESERVE FUND CONTRIBUTION	-		60,580	60,580	-
67	**TOTAL EXPENDITURES**	**563,965**	**628,138**	**1,248,005**	**1,344,739**	**96,734**
68						
69	**EXCESS OF REVENUE OVER (UNDER) EXPENDITURES**	**366,645**	**269,570**	**-**	**-**	**-**

BRIDGEWATER OF WESLEY CHAPEL CDD
FISCAL YEAR 2026-2027 APPROVED PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE

		FY 2024 ACTUAL	FY 2025 ACTUAL	FY 2026 ADOPTED	FY 2027 PROPOSED	VARIANCE FY26 TO FY27
70						
71	**OTHER FIANCING SOURCES & USES**					
72	TRANSFER FROM GENERAL FUND TO CAPITAL RESERVE FUND	-	-	-	-	-
73	TRANSFER FROM CAPITAL RESERVE FUND TO GENERAL FUND	-	-	1,674,945	-	(1,674,945)
74	**NET CHANGE IN FUND BALANCE**	**366,645**	**269,570**	**1,674,945**	**-**	**(1,674,945)**
75						
76	FUND BALANCE - BEGINNING	1,215,948	1,582,593	1,582,593	2,857,538	1,274,945
77	FUND BALANCE FORWARD			(400,000)	(500,000)	(100,000)
78	NET CHANGE IN FUND BALANCE	366,645	269,570	1,674,945	-	(1,674,945)
79	**FUND BALANCE - ENDING - PROJECTED**	**$ 1,582,593**	**$ 1,852,162**	**$ 2,857,538**	**$ 2,357,538**	**$ (500,000)**

BRIDGEWATER OF WESLEY CHAPEL CDD
FISCAL YEAR 2026-2027 APPROVED PROPOSED BUDGET
CAPITAL RESERVE FUND (CRF)

	FY 2024 ACTUAL	FY 2025 ACTUAL	FY 2026 AMENDED	FY 2027 PROPOSED	VARIANCE FY25 - FY26
REVENUES:					
SPECIAL ASSESSMENTS - CAPITAL RESERVE FUND	$ 55,501	$ 61,204	$ -	$ -	$ -
INTEREST	13,405	11,021			
TOTAL REVENUE	**68,906**	**72,225**	**-**	**-**	**-**
EXPENDITURES:					
RESERVE FUND CONTRIBUTION	-		-	-	-
BANKING FEES		180			
TOTAL RESERVE EXPENDITURES	**-**	**180**	**-**	**-**	**-**
EXCESS OF REVENUE OVER(UNDER)EXPENDITURES	68,906	72,045	-	-	-
OTHER FINANCING SOURCES & USES					
TRANSFER IN FROM GENERAL FUND	-		-	-	-
TRANSFER OUT TO GENERAL FUND			(1,674,945)	-	1,674,945
TOTAL OTHER FINANCING SOURCES & USES	-	-	(1,674,945)	-	1,674,945
NET CHANGE IN FUND BALANCE	**68,906**	**72,045**	**(1,674,945)**	**-**	**1,674,945**
FUND BALANCE					
FUND BALANCE BEGINNING	1,533,994	1,602,900	1,674,945	-	(1,674,945)
NET CHANGE IN FUND BALANCE	68,906	72,045	(1,674,945)	-	1,674,945
FUND BALANCE - ENDING - PROJECTED	**$ 1,602,900**	**$ 1,674,945**	**$ -**	**$ -**	**$ 0**

BRIDGEWATER OF WESLEY CHAPEL CDD

FISCAL YEAR 2026-2027 APPROVED PROPOSED BUDGET

O&M CONTRACT SUMMARY

	FINANCIAL STATEMENT CATEGORY	VENDOR	ANNUAL AMOUNT	COMMENTS
1	**GENERAL ADMINISTRATIVE:**			
2	BOARD OF SUPERVISORS PAYROLL	Board of Supervisors	12,000	5 Supervisors, 12 CDD meetings for FY 2026. Florida Statute Chapter 190 allows up to $200 per meeting
3	MANAGEMENT CONSULTING SERVICES	Vesta	21,565	12 months of District Management fee COL increase YOY
4	ADMINISTRATIVE SERVICES	Vesta	4,198	Ongoing governmental accounting, administration and auditing oversight COL increase YOY
5	ASSESSSMENT ROLL PREPARATION	Vesta	4,477	Billing, collection, and reporting of district assessments COL increase YOY
6	ACCOUNTING SERVICES	Vesta	19,589	Delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity; COL increase YOY
7	MISCELLANEOUS		2,100	Miscellaneous for mailings, printing and binding Generally $250 for postage - Assesment mailing of $1,800
8	MEETING ROOM RENTAL	Hampton Inn	4,392	Meeting room rental for 12 meetings for the FY 2026
9	AUDITING		3,500	FY 2025 Audit by DMHB - FY 27 $3,500 FY 28 $3,650 FY 29 $3,800
10	REGULATORY AND PERMIT FEES	FL Dept of Commerce	175	Statutorily fixed fee
11	TAX COLLECTOR/PROPERTY APPRAISER FEES		150	
12	LEGAL ADVERTISEMENTS	Business Observer	1,500	Publication of notices for meetings and other statutorily required notices
13	ENGINEERING SERVICES	Stantec	35,000	
14	LEGAL SERVICES	Kutak Rock	30,000	Annual flat fee agreement ($2,300 per month + contingency)
15	WEBSITE ADMNISTRATION	Venturesin	3,270	Website updates & ADA Compliance of Website and Remediation of Uploaded Documents plus Supervisor emails (FY27 email increase $50/mo)
16	**INSURANCE:**			
17	INSURANCE (General Liability)	Egis Insurance & Risk Advisors	11,065	Egis FY27 estimate
18	**DEBT SERVICE ADMINISTRATION:**			
19	TRUSTEE FEES	Bank United	4,400	
20	**SECURITY:**			
21	DEPUTY	Pasco County Sheriff	40,000	Deputy service within the community (off set 50% with HOA)
22	**ELECTRIC UTILITY SERVICES:**			
23	UTILITY	Witlacoochee River Electric	17,500	Irrigation timers, lift station pumps, fountains, ect. Forecasting to finish FY 2025 at $15,612 and adding 10% for FY 2026
24	STREETLIGHTS	Witlacoochee River Electric	35,000	Streetlights within the district's boundaries. Avg per month for FY 24 and 25 is $2,631 Anticipate Hurricane Recovery Relief of 10%
25	**ROAD & STREET FACILITIES:**			
26	SIDEWALK MAINTENANCE		43,400	Sidewalks located in the right of way streets by the district. $5,008 spent in FY 24 - $29,120 spent so far FY 25
27	STREET SIGN REPAIR & MAINTENANCE		1,500	Repair and maintenance of streetsigns owned by the district. $6,671 spent FY 24 - $629 spent so far FY 25
28	ROADWAY MAINTENANCE		12,000	Repair and maintenance of roadways owned by the district. $8.700 spent FY 24 - $0 spent so far in FY 25
29	CAPITAL IMPROVEMENTS/ROADS		500,000	Asphalt Pavement, Repaving - Phased 2026-2030 $400,000 -$460,000 per year
30	**FIELD OPERATIONS:**			
31	FIELD SERVICES	Vesta	3,918	Field management services to provide landscape and maintenance oversight. COL increase
32	FOUNTAIN MAINTENANCE	Steadfast	1,500	Pond 25 Fountain Maintenance $100 per quarter + extra for any repairs
33	ENTRY & COLUMN MAINTENANCE		2,000	
34	CAPITAL IMPROVEMENTS/SIGNAGE		-	Amount for installing and maintaining new signs - Cost share with HOA
35	LANDSCAPE MAINTENANCE	Greenview	153,300	Year 2 and 3 contracted price for annual maintenance - New contract needed for Oct 2027
36	TREE TRIMMING	Greenview	15,000	
37	IRRIGATION MAINTENANCE	Greenview	5,000	
38	LANDSCAPE RENEWAL & REPLACEMENT (MULCH, ANNUALS)	Greenview	66,840	Mulch is $20,000 yr. and annuals are $11,520. Remaining is for replacement as needed
39	AQUATIC MAINTENANCE	Steadfast	30,000	Provide aquaric maintenance services 3x monthly on 18 ponds
40	AQUATIC PLANT REPLACEMENT	Steadfast	5,910	As needed
41	POND BANK MAINTENANCE		60,000	Pond Bank Erosion
42	STORMWATER SYSTEM MAINTENANCE		4,800	As needed $1,800 spent in FY 24 - $21,000 spent so far in FY 25
43	FIRE ANT TREATMENT	Greenview	2,500	As needed
44	MIDGEFLY TREATMENT	Steadfast	75,000	FY 25 $6,180 per month for application of "skeeter" application
45	DOG WASTE SERVICES	Tampa Poo Patrol	8,320	Tampa Bay Poo Patrol $693.33 per month
46	PORTER SERVICES		-	Combined with Dog Waste Services
47	AERATOR MAINTENANCE	Steadfast	4,160	Quarterly aeration inspection
48	EROSION REPAIRS		-	
49	FIELD OPERATIONS CONTINGENCY		39,130	
50	CAPITAL RESERVE FUND (CRF) ASSESSMENT		60,580	To increase reserve fund balance

BRIDGEWATER OF WESLEY CHAPEL CDD
FISCAL YEAR 2026-2027 APPROVED PROPOSED BUDGET
ASSESSMENT ALLOCATION

NET O&M BUDGET	**$824,739**
COLLECTION COSTS	$17,548
EARLY PAYMENT DISCOUNT	$35,095
GROSS O&M ASSESSMENT	**$877,382**

	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT			
	O&M	SERIES 2025 DEBT SERVICE	ERU FACTOR	TOTAL ERU's	TOTAL O&M	O&M PER LOT
SINGLE FAMILY	760	758	1.0	760.0	$877,382	$1,154.45

	PER UNIT ANNUAL ASSESSMENT				
	O&M & CRF PER LOT	DEBT SERVICE PER LOT[2]	**FY 2027 PER UNIT [3]**	FY 2026 PER LOT	VARIANCE FY26 to FY27
SINGLE FAMILY	$1,154.45	$501.85	**$1,656.30**	$1,656.30	$0.00

[1] Reflects the total number of lots with Series 2025 debt outstanding.

[2] Annual debt service assessments per unit adopted in connection with the Series 2025 bond issuance. Annual Assessments includes principal, interest, Pasco County collection costs and early payment discounts.

[3] Annual assessments that will appear on the November, 2026 Pasco County property tax bill. Amount shown includes all applicable county collection costs (2%) and early payment discounts (up to 4% if paid early).

BRIDGEWATER OF WESLEY CHAPEL CDD
FISCAL YEAR 2026-2027 APPROVED PROPOSED BUDGET
DEBT SERVICE REQUIREMENTS

	SERIES 2025
REVENUES	
NET SPECIAL ASSESSMENTS	$ 357,575
TOTAL REVENUES	**357,575**
EXPENDITURES	
INTEREST EXPENSE	
5/1/2027	59,063
11/1/2027	53,663
PRINCIPAL RETIREMENT	
5/1/2027	240,000
TOTAL EXPENDITURES	**352,725**
EXCESS OF REVENUES OVER EXPENDITURES	**$ 4,850**

Net Debt Service Assessments	357,575
Pasco County Collection Costs (2%) and Early Payment Discounts (4%)	22,824
Gross Debt Service Assessments	**$ 380,399**

BRIDGEWATER OF WESLEY CHAPEL CDD
FISCAL YEAR 2026-2027 APPROVED PROPOSED BUDGET
SPECIAL ASSESSMENT BONDS, SERIES 2025

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Amount Outstanding
						2,625,000
11/1/2026	-	4.50%	59,063	59,063	59,063	2,625,000
5/1/2027	240,000	4.50%	59,063	299,063		2,385,000
11/1/2027	-	4.50%	53,663	53,663	352,725	2,385,000
5/1/2028	255,000	4.50%	53,663	308,663		2,130,000
11/1/2028	-	4.50%	47,925	47,925	356,588	2,130,000
5/1/2029	265,000	4.50%	47,925	312,925		1,865,000
11/1/2029	-	4.50%	41,963	41,963	354,888	1,865,000
5/1/2030	275,000	4.50%	41,963	316,963		1,590,000
11/1/2030	-	4.50%	35,775	35,775	352,738	1,590,000
5/1/2031	290,000	4.50%	35,775	325,775		1,300,000
11/1/2031		4.50%	29,250	29,250	355,025	1,300,000
5/1/2032	305,000	4.50%	29,250	334,250		995,000
11/1/2032	-	4.50%	22,388	22,388	356,638	995,000
5/1/2033	320,000	4.50%	22,388	342,388		675,000
11/1/2033	-	4.50%	15,188	15,188	357,575	675,000
5/1/2034	330,000	4.50%	15,188	345,188		345,000
11/1/2034	-	4.50%	7,763	7,763	352,950	345,000
5/1/2035	345,000	4.50%	7,763	352,763		-
Total	**2,625,000**		**625,950**	**3,250,950**	**2,898,188**	

Footnote: Maximum Annual Debt Service (MADS): 357,575

(a) Data herein for the CDD's budgetary process purposes only.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0837 **DATE:** 6/16/2026

SUBJECT: Harvest Ridge Community Development District Approved Proposed Budget FY 2027

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. Harvest Ridge CDD - Approved Proposed Budget FY2027
2. Resolution 2026-03; Approving Proposed Budget and Setting Public Hearing
3. Harvest Ridge CDD - 2026-05-18 FY2027 Budget Letter to County

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Harvest Ridge
Community Development District

FISCAL YEAR 2027

PROPOSED BUDGET

May 6, 2026

CLEAR PARTNERSHIPS



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Harvest Ridge

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund 001

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 2/28/2026	PROJECTED March-9/30/2026	TOTAL PROJECTED FY 2026	ANNUAL BUDGET FY 2027
REVENUES					
Interest - Investments	$0.00	$3,992.00	$0.00	$3,992.00	$0.00
Special Assmnts- Tax Collector	$355,150.00	$352,343.00	$2,807.00	$355,150.00	$551,462.77
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	-$22,058.51
TOTAL REVENUES	**$355,150.00**	**$356,840.00**	**$2,807.00**	**$359,647.00**	**$529,404.26**
EXPENDITURES					
Administrative					
Supervisor Fees	$12,000.00	$4,200.00	$7,800.00	$12,000.00	$12,000.00
ProfServ-Dissemination Agent	$0.00	$6,000.00	$0.00	$6,000.00	$5,000.00
ProfServ-Info Technology	$600.00	$1,602.00	$0.00	$1,602.00	$1,200.00
Recording Secretary	$2,400.00	$2,250.00	$150.00	$2,400.00	$4,500.00
ProfServ-Trustee Fees	$0.00	$4,256.00	$0.00	$4,256.00	$4,300.00
Field Management	$12,000.00	$9,000.00	$3,000.00	$12,000.00	$18,000.00
Assessment Roll	$0.00	$2,500.00	$0.00	$2,500.00	$5,000.00
District Counsel	$8,500.00	$3,334.00	$5,166.00	$8,500.00	$8,500.00
District Engineer	$9,500.00	$6,815.00	$2,685.00	$9,500.00	$15,000.00
Administration	$4,500.00	$2,750.00	$1,750.00	$4,500.00	$5,500.00
District Management	$25,000.00	$13,150.00	$11,850.00	$25,000.00	$25,000.00
Accounting Services	$9,000.00	$6,000.00	$3,000.00	$9,000.00	$12,000.00
Auditing Services	$0.00	$5,000.00	$0.00	$5,000.00	$5,000.00
Website Maintenance	$1,800.00	$0.00	$1,800.00	$1,800.00	$3,125.00
Postage, Phone, Faxes, Copies	$500.00	$120.00	$380.00	$500.00	$500.00
Rentals and Leases	$600.00	$2,094.00	$0.00	$2,094.00	$5,000.00
General Liability	$3,094.00	$2,915.00	$179.00	$3,094.00	$3,500.00
Public Officials Insurance	$2,531.00	$2,385.00	$146.00	$2,531.00	$2,700.00
Property & Casualty Insurance	$15,000.00	$14,259.00	$741.00	$15,000.00	$15,000.00
Legal Advertising	$3,500.00	$79.00	$3,421.00	$3,500.00	$2,000.00
Misc- Non Ad Valorem Taxes	$0.00	$201.00	$0.00	$201.00	$500.00
Bank Fees	$200.00	$266.00	$0.00	$266.00	$400.00
Financial & Revenue Collections	$1,200.00	$0.00	$1,200.00	$1,200.00	$1,200.00
Meeting Room Expense	$4,000.00	$0.00	$4,000.00	$4,000.00	$2,200.00
Website Admin Services	$1,200.00	$1,200.00	$0.00	$1,200.00	$1,600.00
Misc Admin	$250.00	$300.00	$0.00	$300.00	$500.00
Short-Term Loan Repayment	$7,000.00	$3,125.00	$3,875.00	$7,000.00	$50,000.00
Dues, Licenses, Subscriptions	$175.00	$277.00	$0.00	$277.00	$500.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 2/28/2026	PROJECTED March-9/30/2026	TOTAL PROJECTED FY 2026	ANNUAL BUDGET FY 2027
Onsite Office Supplies	$100.00	$0.00	$100.00	$100.00	$100.00
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	$11,029.26
Total Administrative	**$124,650.00**	**$94,078.00**	**$51,243.00**	**$145,321.00**	**$220,854.26**
Utility Services					
Amenity Internet	$750.00	$515.00	$235.00	$750.00	$1,300.00
Street Lights	$20,000.00	$5,872.00	$14,128.00	$20,000.00	$20,000.00
Water/Waste	$15,000.00	$4,992.00	$10,008.00	$15,000.00	$11,000.00
Electric Utility Services	$12,000.00	$1,707.00	$10,293.00	$12,000.00	$12,000.00
Total Utility Services	**$47,750.00**	**$13,086.00**	**$34,664.00**	**$47,750.00**	**$44,300.00**
Amenity					
Garbage/Waste Collection	$1,500.00	$114.00	$1,386.00	$1,500.00	$500.00
Pool Maintenance- Contract	$12,000.00	$4,060.00	$7,940.00	$12,000.00	$9,600.00
Contracts- HVAC	$600.00	$0.00	$600.00	$600.00	$600.00
Janitorial- Supplies/Others	$5,000.00	$2,325.00	$2,675.00	$5,000.00	$5,600.00
Amenity R&M	$5,000.00	$845.00	$4,155.00	$5,000.00	$5,000.00
Pool Treatments & Other R&M	$500.00	$1,219.00	$0.00	$1,219.00	$3,000.00
Stormwater System R&M	$8,500.00	$0.00	$8,500.00	$8,500.00	$6,000.00
Entrance Monuments, Gates, Walls R&M	$10,000.00	$1,044.00	$8,956.00	$10,000.00	$10,000.00
Annual Stormwater Report	$3,500.00	$0.00	$3,500.00	$3,500.00	$3,500.00
Misc Admin	$1,150.00	$755.00	$395.00	$1,150.00	$1,150.00
Access Control	$0.00	$0.00	$0.00	$0.00	$0.00
Access Control / R&M	$0.00	$0.00	$0.00	$0.00	$1,000.00
Holiday Decorations	$0.00	$0.00	$0.00	$0.00	$1,000.00
Total Amenity	**$48,250.00**	**$10,362.00**	**$38,607.00**	**$48,969.00**	**$46,950.00**
Landscape and Pond Maintenance					
R&M Drainage	$1,000.00	$0.00	$1,000.00	$1,000.00	$1,000.00
Landscaping- R&M	$1,000.00	$765.00	$235.00	$1,000.00	$10,000.00
Landscape - Annuals	$2,500.00	$0.00	$2,500.00	$2,500.00	$2,500.00
Landscape - Mulch	$2,500.00	$0.00	$2,500.00	$2,500.00	$2,500.00
Landscape Maintenance- Contract	$55,000.00	$30,579.00	$24,421.00	$55,000.00	$63,300.00
Waterway Management	$6,500.00	$3,875.00	$2,625.00	$6,500.00	$6,000.00
Irrigation Maintenance	$6,000.00	$859.00	$5,141.00	$6,000.00	$6,000.00
Contingency Reserve	$60,000.00	$31,604.00	$28,396.00	$60,000.00	$25,000.00
Pond Erosion Repairs	$0.00	$0.00	$0.00	$0.00	$38,000.00
Total Landscape and Pond Maintenance	**$134,500.00**	**$67,682.00**	**$66,818.00**	**$134,500.00**	**$154,300.00**

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 2/28/2026	PROJECTED March-9/30/2026	TOTAL PROJECTED FY 2026	ANNUAL BUDGET FY 2027
Parks and Recreation					
Misc Contingency	$0.00	-$450.00	$450.00	$0.00	$1,000.00
Parking Lot Install	$0.00	$0.00	$0.00	$0.00	$39,000.00
Pavement/Concrete Repairs	$0.00	$0.00	$0.00	$0.00	$13,000.00
Traffic Calming Install	$0.00	$0.00	$0.00	$0.00	$10,000.00
Total Parks and Recreation	**$0.00**	**-$450.00**	**$450.00**	**$0.00**	**$63,000.00**
TOTAL EXPENDITURES	**$355,150.00**	**$184,758.00**	**$191,782.00**	**$376,540.00**	**$529,404.26**
Net change in fund balance		$172,082.00	-$188,975.00	-$16,893.00	$0.00
FUND BALANCE, BEGINNING	$145,161.00	$145,161.00	$0.00	$145,161.00	$128,268.00
FUND BALANCE, ENDING	**$145,161.00**	**$317,243.00**	**-$188,975.00**	**$128,268.00**	**$128,268.00**

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Special Assessments – Tax Collector
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments

Other Miscellaneous Revenues
Additional revenue sources not otherwise specified by other categories.

EXPENDITURES

Financial and Administrative

Supervisor Fees
Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon supervisors attending meetings.

Dissemination Services
The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Prof Services – Information Technology
Costs related to information technology and storage of files for the District.

Recording Secretary
Inframark provides recording services with near verbatim minutes.

Trustee Fees
The District pays US Bank an annual fee for trustee services on the Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Field Management
The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Assessment Roll
The cost involved with the annual assessment roll preparation and filing with the county.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

District Counsel
The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

District Engineer
The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

Administration Services
The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

District Management
The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Accounting Services
Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services
The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Website Administration
The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

Postage, Phone, Faxes, Copies
This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Rentals and Leases
The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Insurance-General Liability
The District's General Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance
The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Property & Casualty Insurance
The District property and casualty insurance policy allows for projected increases in the premium.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Legal Advertising
The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Misc.-Non Ad Valorem Taxes
Property taxes on district property.

Bank Fees
This represents the cost of bank charges and other related expenses that are incurred during the year.

Financial/Revenue Collections
Service includes all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Meeting Room Expense
Cost for any additional meetings or meeting space rental.

Website ADA Compliance
Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Short-Term Loan Repayment
This represents the cost of the District's principal and interest payment on the Line of Credit.

Dues, Licenses and Fees
This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Office Supplies
This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Miscellaneous-Assessment Collection Costs
The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Utility Services

Amenity Internet Services
Utility expenses for onsite telephone or internet services.

Budget Narrative
Fiscal Year 2027

Utility Services (continued)

Streetlights
Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Waste/Water Services
Utility expenses waste or water throughout the District

Electric Utility Services
Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Amenity

Garbage/Waste Collection
Cost of Distrcits garbage dumpster service.

Pool Maintenance
Cost of Maintenance for CDD pool facilities.

HVAC Contracts
Cost of HVAC contract and miscellaneous repairs and maintenance.

Janitorial Services & Supplies
Cost of janitorial labor and supplies for CDD Facilities.

Amenity R&M
Cost of repairs and regular maintenance of CDD amenities

Pool Treatments & Other R&M
Cost of chemical pool treatments and similar such maintenance as well as any repairs and maintenance.

Stormwater System R&M
Cost of repairs and maintenance of stormwater system.

Entrance Monuments, Gates, Walls R&M
Cost of repairs and regular maintenance for entryways, walls, and gates.

Misc. Administrative
Cost of any miscellaneous items not listed.

Access Control
Cost of locks, gates, and other security fixtures.

Access Control R&M
Cost of repairs and maintenance to electronic locks, gates, and other security fixtures.

Holiday Decorations
Cost of decorations for major holidays (i.e., Christmas)

Budget Narrative
Fiscal Year 2027

Landscape and Pond Maintenance

R&M Drainage
Cost of repairs and maintenance for miscellaneous drainage throughout the District.

Landscaping - R&M
Cost of repairs and regular maintenance to landscaping equipment.

Landscaping - Annuals
Cost of annual replacement of plants and trees.

Landscaping - Mulch
Cost of mulch expenses throughout the District.

Landscape Maintenance - Contract
Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Waterway Management
Cost of maintenance of waterway systems.

Irrigation Maintenance
Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Contingency Reserve
Reserve allocation for any contingency items not listed.

Pond Erosion Repair
Expenses related the erosion of the ponds throughout the District.

Misc. Contingency
Various costs of expenses not listed.

Parking Lot Install
Cost associated with parking lot installation.

Pavement/Concrete Repairs
Cost associated with repairs to pavement and concreate areas throughout the District,

Traffic Calming Install
Cost related to traffic sign installation.

Harvest Ridge

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2024 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 2/28/2026	PROJECTED March-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$0.00	$3,441.00	$0.00	$3,441.00	0%	$0.00
Special Assmnts- Tax Collector	$0.00	$299,118.00	$0.00	$299,118.00	0%	$320,744.68
Special Assmnts- CDD Collected	$301,500.00	$0.00	$301,500.00	$301,500.00	0%	$0.00
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	0%	-$12,829.79
TOTAL REVENUES	**$301,500.00**	**$302,559.00**	**$301,500.00**	**$604,059.00**	**100%**	**$307,914.89**
EXPENDITURES						
Administrative						
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	0%	$6,414.89
Total Administrative	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$6,414.89**
Debt Service						
Principal Debt Retirement	$70,000.00	$0.00	$70,000.00	$70,000.00	0%	$105,000.00
Interest Expense	$228,244.00	$114,888.00	$113,356.00	$228,244.00	0%	$342,475.00
Total Debt Service	**$298,244.00**	**$114,888.00**	**$183,356.00**	**$298,244.00**	**0%**	**$447,481.00**
TOTAL EXPENDITURES	**$298,244.00**	**$114,888.00**	**$183,356.00**	**$298,244.00**	**0%**	**$453,895.89**
Net change in fund balance	$3,256.00	$187,671.00	$118,144.00	$305,815.00	9292%	-$145,981.00
FUND BALANCE, BEGINNING	$200,996.00	$200,996.00	$0.00	$200,996.00	0%	$506,811.00
FUND BALANCE, ENDING	**$204,252.00**	**$388,667.00**	**$118,144.00**	**$506,811.00**	148%	**$360,830.00**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	11/1/2024	11/1/2025	11/1/2026	11/1/2027
Series 2024 Bonds	$6,340,000.00	$6,245,000.00	$6,145,000.00	$6,040,000.00

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Special Assessments – On Roll
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Debt Service

Principal Debt Retirement
The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense
The District Pays interest Expenses on the debt twice a year.

Series 2024 Special Assessment Revenue Bonds
Amortization Schedule

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Debt Service	Annual Debt Service
5/1/2023	$6,430,000.00			$51,372.57	$51,372.57	
11/1/2023	$6,430,000.00			$177,828.13	$177,828.13	$177,828.13
5/1/2024	$6,430,000.00	$90,000.00	4.625%	$177,828.13	$267,828.13	
11/1/2024	$6,340,000.00			$175,746.88	$175,746.88	$175,746.88
5/1/2025	$6,340,000.00	$95,000.00	4.625%	$175,746.88	$270,746.88	
11/1/2025	$6,245,000.00			$173,550.00	$173,550.00	$173,550.00
5/1/2026	$6,245,000.00	$100,000.00	4.625%	$173,550.00	$273,550.00	
11/1/2026	$6,145,000.00			$171,237.50	$171,237.50	$171,237.50
5/1/2027	$6,145,000.00	$105,000.00	4.625%	$171,237.50	$276,237.50	
11/1/2027	$6,040,000.00			$168,809.38	$168,809.38	$168,809.38
5/1/2028	$6,040,000.00	$110,000.00	4.625%	$168,809.38	$278,809.38	
11/1/2028	$5,930,000.00			$166,265.63	$166,265.63	$166,265.63
5/1/2029	$5,930,000.00	$115,000.00	4.625%	$166,265.63	$281,265.63	
11/1/2029	$5,815,000.00			$163,606.25	$163,606.25	$163,606.25
5/1/2030	$5,815,000.00	$120,000.00	4.625%	$163,606.25	$283,606.25	
11/1/2030	$5,695,000.00			$160,831.25	$160,831.25	$160,831.25
5/1/2031	$5,695,000.00	$125,000.00	5.500%	$160,831.25	$285,831.25	
11/1/2031	$5,570,000.00			$157,393.75	$157,393.75	$157,393.75
5/1/2032	$5,570,000.00	$135,000.00	5.500%	$157,393.75	$292,393.75	
11/1/2032	$5,435,000.00			$153,681.25	$153,681.25	$153,681.25
5/1/2033	$5,435,000.00	$140,000.00	5.500%	$153,681.25	$293,681.25	
11/1/2033	$5,295,000.00			$149,831.25	$149,831.25	$149,831.25
5/1/2034	$5,295,000.00	$150,000.00	5.500%	$149,831.25	$299,831.25	
11/1/2034	$5,145,000.00			$145,706.25	$145,706.25	$145,706.25
5/1/2035	$5,145,000.00	$155,000.00	5.500%	$145,706.25	$300,706.25	
11/1/2035	$4,990,000.00			$141,443.75	$141,443.75	$141,443.75
5/1/2036	$4,990,000.00	$165,000.00	5.500%	$141,443.75	$306,443.75	
11/1/2036	$4,825,000.00			$136,906.25	$136,906.25	$136,906.25
5/1/2037	$4,825,000.00	$175,000.00	5.500%	$136,906.25	$311,906.25	
11/1/2037	$4,650,000.00			$132,093.75	$132,093.75	$132,093.75
5/1/2038	$4,650,000.00	$185,000.00	5.500%	$132,093.75	$317,093.75	
11/1/2038	$4,465,000.00			$127,006.25	$127,006.25	$127,006.25
5/1/2039	$4,465,000.00	$195,000.00	5.500%	$127,006.25	$322,006.25	
11/1/2039	$4,270,000.00			$121,643.75	$121,643.75	$121,643.75
5/1/2040	$4,270,000.00	$205,000.00	5.500%	$121,643.75	$326,643.75	
11/1/2040	$4,065,000.00			$116,006.25	$116,006.25	$116,006.25
5/1/2041	$4,065,000.00	$215,000.00	5.500%	$116,006.25	$331,006.25	
11/1/2041	$3,850,000.00			$110,093.75	$110,093.75	$110,093.75
5/1/2042	$3,850,000.00	$230,000.00	5.500%	$110,093.75	$340,093.75	
11/1/2042	$3,620,000.00			$103,768.75	$103,768.75	$103,768.75
5/1/2043	$3,620,000.00	$245,000.00	5.500%	$103,768.75	$348,768.75	
11/1/2043	$3,375,000.00			$97,031.25	$97,031.25	$97,031.25
5/1/2044	$3,375,000.00	$255,000.00	5.750%	$97,031.25	$352,031.25	
11/1/2044	$3,120,000.00			$89,700.00	$89,700.00	$89,700.00
5/1/2045	$3,120,000.00	$270,000.00	5.750%	$89,700.00	$359,700.00	
11/1/2045	$2,850,000.00			$81,937.50	$81,937.50	$81,937.50
5/1/2046	$2,850,000.00	$290,000.00	5.750%	$81,937.50	$371,937.50	
11/1/2046	$2,560,000.00			$73,600.00	$73,600.00	$73,600.00
5/1/2047	$2,560,000.00	$305,000.00	5.750%	$73,600.00	$378,600.00	
11/1/2047	$2,255,000.00			$64,831.25	$64,831.25	$64,831.25
5/1/2048	$2,255,000.00	$325,000.00	5.750%	$64,831.25	$389,831.25	
11/1/2048	$1,930,000.00			$55,487.50	$55,487.50	$55,487.50
5/1/2049	$1,930,000.00	$345,000.00	5.750%	$55,487.50	$400,487.50	
11/1/2049	$1,585,000.00			$45,568.75	$45,568.75	$45,568.75
5/1/2050	$1,585,000.00	$365,000.00	5.750%	$45,568.75	$410,568.75	
11/1/2050	$1,220,000.00			$35,075.00	$35,075.00	$35,075.00
5/1/2051	$1,220,000.00	$385,000.00	5.750%	$35,075.00	$420,075.00	
11/1/2051	$835,000.00			$24,006.25	$24,006.25	$24,006.25
5/1/2052	$835,000.00	$405,000.00	5.750%	$24,006.25	$429,006.25	
11/1/2052	$430,000.00			$12,362.50	$12,362.50	$12,362.50
5/1/2053	$430,000.00	$430,000.00	5.750%	$12,362.50	$442,362.50	
		$6,430,000.00		$7,117,472.61	$13,547,472.61	$3,533,050.02

Harvest Ridge

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs. "Fiscal Year 2026

ASSESSMENT ALLOCATION

Assessment Area One

Product	Units	O&M Assessment FY 2027	O&M Assessment FY 2026	O&M Assessment Dollar Change	Debt Service Series 2024 FY 2027	Debt Service Series 2024 FY 2026	Debt Service Series 2024 Percent Change	Total Assessments per Unit FY 2027	Total Assessments per Unit FY 2026	Total Assessments per Unit Dollar Change
Single Family 40'	239	$1,829.06	$1,253.13	$575.93	$1,063.83	$1,063.83	$0.00	$2,892.89	$2,316.96	$575.93
Single Family 50'	50	$2,286.33	$1,566.41	$719.92	$1,329.79	$1,329.79	$0.00	$3,616.12	$2,896.20	$719.92
	289									

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARVEST RIDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2026/2027; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors **("Board")** of the Harvest Ridge Community Development District **("District")** prior to June 15, 2026, a proposed operation and maintenance budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 **("Proposed Budget");** and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE:	August 11, 2026
HOUR:	6:00 p.m.
LOCATION:	New River Amenity Center 5227 Autumn Ridge Drive Wesley Chapel, Florida 33545

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the Proposed Budget on the District's website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED ON MAY 12, 2026.

ATTEST:

Secretary / Assistant Secretary

HAVEST RIDGE COMMUNITY DEVELOPMENT DISTRICT

Chairman / Vice-Chairman

HARVEST RIDGE
COMMUNITY DEVELOPMENT DISTRICT

District Office ♦ 2005 Pan Am Circle ♦ Suite 300 ♦ Tampa, Florida 33607 ♦ (813) 873-7300

May 18, 2026

Mr. Mike Carballa, P.E.
County Administrator
8731 Citizens Dive, Suite 340
New Port Richey, FL 34654
pcadmin@mypasco.net

Re: Harvest Ridge Community Development District
Proposed Fiscal Year 2027 Annual Operations Budget

Dear Mr. Mike Carballa,

Pursuant to Section 190.008 (2)(b) of the Florida Statutes, please find attached the Proposed Fiscal Year 2027 Operations Budget for the Harvest Ridge Community Development District, as prepared by District Management. A Public Hearing on the proposed budget has been approved by the District's Board and is hereby set for August 11, 2026.

We request that a copy of the proposed budget be placed on the Pasco County website for public viewing.

If you have any questions, feel free to contact me at tabitha.blackwelder@inframark.com.

Thank you,

Tabitha Blackwelder
Administrative Assistant II

Enclosed: FY2027 Budget

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0838 **DATE:** 6/16/2026

SUBJECT: Hillcrest Preserve Community Development District Proposed Budget Fiscal Year 2027

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. HILLCREST PRESERVE FY 2027 PROPOSED BUDGET

Hillcrest Preserve

Community Development District

FISCAL YEAR 2027

PROPOSED BUDGET

May 19, 2026

Hillcrest Preserve

Community Development District

Operating Budget

FY 2027

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Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund 001

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 4/30/2026	PROJECTED May-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Special Assmnts-Tax Collector	$0.00	$0.00	$0.00	$0.00	0%	$1,088,565.96
Developer Contribution	$629,450.00	$0.00	$629,450.00	$629,450.00	0%	$0.00
Special Assmnts- CDD Collected	$0.00	$776,809.00	$0.00	$776,809.00	0%	$0.00
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	0%	-$43,542.64
Interest - Investments	$0.00	$1,240.00	$0.00	$1,240.00	0%	$0.00
TOTAL REVENUES	**$629,450.00**	**$778,049.00**	**$629,450.00**	**$1,407,499.00**	**124%**	**$1,045,023.32**
EXPENDITURES						
Administrative						
Supervisor fees	$12,000.00	$6,600.00	$5,400.00	$12,000.00	0%	$12,000.00
ProfServ-Dissemination Agent	$5,000.00	$2,625.00	$2,375.00	$5,000.00	0%	$5,000.00
ProfServ-Info Technology	$600.00	$350.00	$250.00	$600.00	0%	$600.00
ProfServ-Recording Secretary	$2,400.00	$1,400.00	$1,000.00	$2,400.00	0%	$2,400.00
ProfServ-Trustee Fees	$6,500.00	$4,256.00	$2,244.00	$6,500.00	0%	$4,300.00
District counsel	$25,000.00	$9,312.00	$15,688.00	$25,000.00	0%	$15,000.00
District Engineer	$9,500.00	$1,280.00	$8,220.00	$9,500.00	0%	$12,500.00
Administrative Services	$4,500.00	$2,625.00	$1,875.00	$4,500.00	0%	$4,500.00
District Manager	$25,000.00	$14,583.00	$10,417.00	$25,000.00	0%	$25,000.00
Accounting Services	$9,000.00	$5,250.00	$3,750.00	$9,000.00	0%	$9,000.00
Auditing Services	$6,000.00	$9,100.00	$0.00	$9,100.00	52%	$5,700.00
Website Compliance	$1,800.00	$3,125.00	$0.00	$3,125.00	74%	$1,613.00
Postage, Phone, Faxes, Copies	$500.00	$31.00	$469.00	$500.00	0%	$500.00
Rentals and Leases	$600.00	$350.00	$250.00	$600.00	0%	$600.00
Legal Advertising	$3,500.00	$141.00	$3,359.00	$3,500.00	0%	$3,500.00
Bank fees	$200.00	$1,259.00	$0.00	$1,259.00	530%	$0.00
Financial & Revenue Collections	$5,000.00	$700.00	$4,300.00	$5,000.00	0%	$5,000.00
Misc-Assessment Collection Costs	$0.00	$0.00	$0.00	$0.00	0%	$21,771.32
Website Administration	$1,200.00	$700.00	$500.00	$1,200.00	0%	$1,200.00
Office Supplies	$100.00	$0.00	$100.00	$100.00	0%	$0.00
Dues, Licenses, Subscriptions	$325.00	$325.00	$0.00	$325.00	0%	$175.00
ProfServ-Field Management	$12,000.00	$0.00	$12,000.00	$12,000.00	0%	$12,000.00
ProfServ-Construction Accounting	$6,000.00	$0.00	$6,000.00	$6,000.00	0%	$6,000.00
Meeting Expense	$500.00	$0.00	$500.00	$500.00	0%	$500.00
DTS - Continuing Disclosure Software Subscription	$0.00	$0.00	$0.00	$0.00	0%	$2,625.00
Arbitrage Reporting	$0.00	$0.00	$0.00	$0.00	0%	$400.00
Total Administrative	**$137,225.00**	**$64,012.00**	**$78,697.00**	**$142,709.00**	**4%**	**$151,884.32**

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 4/30/2026	PROJECTED May-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
Insurance						
Public Officials Insurance	$2,531.00	$2,206.00	$0.00	$2,206.00	-13%	$0.00
Insurance - General Liability	$3,094.00	$3,094.00	$0.00	$3,094.00	0%	$0.00
Property Insurance	$10,000.00	$0.00	$10,000.00	$10,000.00	0%	$0.00
Insurance - Crime	$500.00	$500.00	$0.00	$500.00	0%	$0.00
Insurance Deductible	$2,500.00	$0.00	$2,500.00	$2,500.00	0%	$2,500.00
Total Premium	$0.00	$0.00	$0.00	$0.00	0%	$28,774.00
Total Insurance	**$18,625.00**	**$5,800.00**	**$12,500.00**	**$18,300.00**	**-2%**	**$31,274.00**
Utility Services						
Waste/Water	$2,400.00	$0.00	$2,400.00	$2,400.00	0%	$0.00
Utility - Electric	$9,000.00	$0.00	$9,000.00	$9,000.00	0%	$0.00
StreetLights	$90,000.00	$0.00	$90,000.00	$90,000.00	0%	$0.00
Utility - Electric	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00
Utility - Water & Sewer	$0.00	$0.00	$0.00	$0.00	0%	$12,000.00
Utility - StreetLights	$0.00	$0.00	$0.00	$0.00	0%	$50,000.00
Utility - Internet	$0.00	$0.00	$0.00	$0.00	0%	$690.00
Total Utility Services	**$101,400.00**	**$0.00**	**$101,400.00**	**$101,400.00**	**0%**	**$72,690.00**
Landscape and Pond Maintenance						
Contracts-Aquatic Control	$9,000.00	$0.00	$9,000.00	$9,000.00	0%	$32,000.00
Contracts - Landscape	$200,000.00	$0.00	$200,000.00	$200,000.00	0%	$485,000.00
ROW Maintenance	$50,000.00	$0.00	$50,000.00	$50,000.00	0%	$0.00
Mitigation Maintenance	$30,000.00	$0.00	$30,000.00	$30,000.00	0%	$30,000.00
Storm Clean	$35,000.00	$0.00	$35,000.00	$35,000.00	0%	$0.00
R&M-Tree Trimming Services	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00
Water Trucks	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00
R&M-Aquatics	$0.00	$0.00	$0.00	$0.00	0%	$2,500.00
R&M-Monument, Entrance & Wall	$10,000.00	$0.00	$10,000.00	$10,000.00	0%	$0.00
Mailbox Kiosk R&M	$3,000.00	$0.00	$3,000.00	$3,000.00	0%	$0.00
Wildlife Control	$9,000.00	$0.00	$9,000.00	$9,000.00	0%	$0.00
R&M-Irrigation	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00
R&M-Mulch	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00
R&M-Plant Replacement	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00
Contracts-Landscape ROW	$0.00	$0.00	$0.00	$0.00	0%	$28,000.00
ProfServ-Wildlife Management Service	$0.00	$0.00	$0.00	$0.00	0%	$8,100.00
R&M-Boundary Walls/Fences/Monuments	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00
Landscape- Storm Clean Up & Tree Removal	$0.00	$0.00	$0.00	$0.00	0%	$35,000.00
Total Landscape and Pond Maintenance	**$346,000.00**	**$0.00**	**$346,000.00**	**$346,000.00**	**0%**	**$670,600.00**
Amenity						
Contracts-Janitorial Services	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00
Contracts-Pools	$0.00	$0.00	$0.00	$0.00	0%	$30,000.00
Amenity Center Pest Control	$0.00	$0.00	$0.00	$0.00	0%	$900.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 4/30/2026	PROJECTED May-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
R&M-Pools	$0.00	$0.00	$0.00	$0.00	0%	$2,000.00
R&M-Security Cameras	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00
Security System Monitoring	$0.00	$0.00	$0.00	$0.00	0%	$3,000.00
R&M - Amenity Center	$0.00	$0.00	$0.00	$0.00	0%	$3,000.00
Amenities Furniture & Fixtures	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00
Access Control Maintenance & Repair	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00
Special events	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00
Pool Permits	$0.00	$0.00	$0.00	$0.00	0%	$275.00
R&M-Pressure Washing	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00
Misc-Holiday Lighting	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00
Dog Waste Station Service & Supplies	$1,200.00	$0.00	$1,200.00	$1,200.00	0%	$1,200.00
Entry System-Key Fob	$0.00	$0.00	$0.00	$0.00	0%	$1,200.00
Total Amenity	**$1,200.00**	**$0.00**	**$1,200.00**	**$1,200.00**	**0%**	**$73,575.00**
Contingency						
Misc-Contingency	$25,000.00	$0.00	$25,000.00	$25,000.00	0%	$10,000.00
Total Contingency	**$25,000.00**	**$0.00**	**$25,000.00**	**$25,000.00**	**0%**	**$45,000.00**
TOTAL EXPENDITURES	**$629,450.00**	**$69,812.00**	**$564,797.00**	**$634,609.00**	**$0.02**	**$1,045,023.32**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$708,237.00	$64,653.00	$772,890.00	0%	$0.00
Net change in fund balance		$708,237.00	$64,653.00	$772,890.00	0%	$0.00
FUND BALANCE, BEGINNING	$64,547.00	$64,547.00	$0.00	$64,547.00	0%	$837,437.00
FUND BALANCE, ENDING	**$64,547.00**	**$772,784.00**	**$64,653.00**	**$837,437.00**	1197%	**$837,437.00**

Budget Narrative
Fiscal Year 2027

REVENUES

Special Assmnts-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditure during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assmnts-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending fourteen meetings.

ProfServ-Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

ProfServ-Info Technology

Inframark recording secretary services.

Recording Secretary

Inframark provides recording services with near verbatim minutes.

ProfServ-Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

District Counsel

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

District Engineer

The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

Adminstrative Services

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

Budget Narrative
Fiscal Year 2027

Administrative (continued)

District Manager

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Accounting Services

Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration, and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Website Compliance

Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Postage, Phone, Faxes, Copies

This item refers to the cost of materials and services to produce agendas and conduct day-to-day business of the District.

Rentals and Leases

The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Financial & Revenue Collections

Service includes all functions necessary for the timely billing and collection and reporting of District assessments to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond-related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Misc-Assessment Collection Costs

The District reimburses the Pasco County Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 1% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.
Website administration costs for Inframark Management Services.

Website Administration

The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

Budget Narrative
Fiscal Year 2027

Administrative (continued)

Dues, Licenses, Subscriptions
This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

ProfServ-Field Management
The District will be managed for the operation of the Property and its contractors.

ProfServ-Construction Accounting
The District will be managed for the construction accounting of the Property and its contractors.

Meeting Expense
Meetings to be held rental fee per meeting.

DTS – Continuing Disclosure Software Subscriptions
On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Arbitrage Reporting
The District is required to annually calculate the arbitrage rebate liability on its Series 2024 bond.

Insurance

Insurance Deductible
District's share of expenses for insured property when a claim is filed.

Insurance
District's share of expenses for insured property when a claim is filed. The budgeted amount allows for a projected increase in the premium.

Utility Services

Utility - Electric
Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Utility - Water & Sewer
The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Utility - StreetLights
Local utility company charge electricity usage (maintenance fee). The budget is based on historical costs.

Utility - Internet
District internet services

Landscape and Pond Maintenance

Contracts-Aquatic Control
Water and Sewer monthly costs.

Budget Narrative
Fiscal Year 2027

Landscape and Pond Maintenance (continued)

Contracts-Landscape
Landscaping company provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Mitigation Maintenance
District mitigation services.

R&M-Tree Trimming Services
District tree trimming services.

Water Trucks
Bulk water services

R&M-Aquatics
Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plants and algae species.

R&M-Irrigation
District repairs of irrigation systems.

R&M-Mulch
Bulk water services

R&M-Plant Replacement
District plants replacement.

Contracts-Landscape ROW
Landscaping company maintenance for roads.

ProfServ-Wildlife Management Service
Management of wildlife on district property.

R&M-Boundary Walls/Fences/Monuments
Cost of repairs and regular maintenance for entryways, walls, and gates.

Landscape-Storm Clean Up & Tree Removal
District clean-up of storm debris and tree removal.

Amenity

Contracts-Janitorial Services
Cost of janitorial labor for CDD facilities.

Contracts-Pools
Cost of maintenance for CDD pool facilities.

Budget Narrative
Fiscal Year 2027

Amenity (continued)

Amenity Center Pest Control
Costs of pest control maintenance.

R&M-Pools
Non-contractual pool repairs and maintenance.

R&M-Security Cameras
Repairs of security cameras.

Security System Monitoring
Costs for security system monitoring

R&M-Amenity Center
Cost of repairs and regular maintenance of CDD amenities.

Amenities Furniture & Fixtures
Cost of repairs and maintenance to amenity furniture.

Access Control Maintenance & Repair
Cost of repairs and maintenance to electronic locks, gates, and other security fixtures.

Special Events
Costs related to special events.

Pool Permits
Costs related to pool permits.

R&M-Pressure Washing
Costs related to pressure washing of District areas.

Misc-Holiday Lighting
Costs related to holiday lighting.

Dog Waste Station Service & Supplies
Costs related to dog waste station and supplies.

Entry System-Key Fob
Cost of providing fobs to residents to access CDD Facilities.

Contingency

Misc-Contingency
Funds set aside for projects, as determined by the district's board.

Hillcrest Preserve

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2024 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 4/30/2026	PROJECTED May-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$0.00	$29,071.00	$0.00	$29,071.00	0%	$0.00
Special Assmnts- Tax Collector	$0.00	$0.00	$0.00	$0.00	0%	$1,381,751.06
Special Assmnts-Discounts	$0.00	$0.00	$0.00	$0.00	0%	-$55,270.04
Special Assessments - CDD Collected	$0.00	$1,112,223.00	$0.00	$1,112,223.00	0%	$0.00
Developer Estimated Contribution	$1,404,099.00	$0.00	$1,404,099.00	$1,404,099.00	0%	$0.00
TOTAL REVENUES	**$1,404,099.00**	**$1,141,294.00**	**$1,404,099.00**	**$2,545,393.00**	**81%**	**$1,326,481.02**
EXPENDITURES						
Administrative						
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	0%	$27,635.02
Total Administrative	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$27,635.02**
Debt Service						
Principal Debt Retirement	$405,000.00	$0.00	$405,000.00	$405,000.00	0%	$315,000.00
Interest Expense Series A	$999,099.00	$495,160.00	$503,939.00	$999,099.00	0%	$978,734.96
Total Debt Service	**$1,404,099.00**	**$495,160.00**	**$908,939.00**	**$1,404,099.00**	**0%**	**$1,293,734.96**
TOTAL EXPENDITURES	**$1,404,099.00**	**$495,160.00**	**$908,939.00**	**$1,404,099.00**		**$1,321,369.98**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$646,134.00	$495,160.00	$1,141,294.00	0%	$5,111.04
Net change in fund balance		$646,134.00	$495,160.00	$1,141,294.00	0%	$5,111.04
FUND BALANCE, BEGINNING	$1,654,390.00	$1,654,390.00	$0.00	$1,654,390.00	0%	$2,795,684.00
FUND BALANCE, ENDING	**$1,654,390.00**	**$2,300,524.00**	**$495,160.00**	**$2,795,684.00**	69%	**$2,800,795.04**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT					
	11/1/2024	11/1/2025	11/1/2026		11/1/2027
Series 2024 Bonds	$19,870,000.00	$19,870,000.00	$19,465,000.00		$19,150,000.00

Series 2024 Special Assessment Revenue Bonds Amortization Schedule

Period Ending	Balance	Principal	Coupon %	Interest	Debt Service	Annual Debt Service
11/1/2026	$19,465,000.00		5.028%	$489,367.48	$489,367.48	
5/1/2027	$19,465,000.00	$315,000.00	5.028%	$489,367.48	$804,367.48	$1,293,734.96
11/1/2027	$19,150,000.00		5.028%	$481,448.10	$481,448.10	
5/1/2028	$19,150,000.00	$325,000.00	5.028%	$481,448.10	$806,448.10	$1,287,896.20
11/1/2028	$18,825,000.00		5.028%	$473,277.31	$473,277.31	
5/1/2029	$18,825,000.00	$340,000.00	5.028%	$473,277.31	$813,277.31	$1,286,554.62
11/1/2029	$18,485,000.00		5.028%	$464,729.41	$464,729.41	
5/1/2030	$18,485,000.00	$355,000.00	5.028%	$464,729.41	$819,729.41	$1,284,458.81
11/1/2030	$18,130,000.00		5.028%	$455,804.39	$455,804.39	
5/1/2031	$18,130,000.00	$375,000.00	5.028%	$455,804.39	$830,804.39	$1,286,608.78
11/1/2031	$17,755,000.00		5.028%	$446,376.55	$446,376.55	
5/1/2032	$17,755,000.00	$390,000.00	5.028%	$446,376.55	$836,376.55	$1,282,753.11
11/1/2032	$17,365,000.00		5.028%	$436,571.61	$436,571.61	
5/1/2033	$17,365,000.00	$410,000.00	5.028%	$436,571.61	$846,571.61	$1,283,143.21
11/1/2033	$16,955,000.00		5.028%	$426,263.84	$426,263.84	
5/1/2034	$16,955,000.00	$430,000.00	5.028%	$426,263.84	$856,263.84	$1,282,527.68
11/1/2034	$16,525,000.00		5.028%	$415,453.26	$415,453.26	
5/1/2035	$16,525,000.00	$450,000.00	5.028%	$415,453.26	$865,453.26	$1,280,906.51
11/1/2035	$16,075,000.00		5.028%	$404,139.85	$404,139.85	
5/1/2036	$16,075,000.00	$475,000.00	5.028%	$404,139.85	$879,139.85	$1,283,279.71
11/1/2036	$15,600,000.00		5.028%	$392,197.93	$392,197.93	
5/1/2037	$15,600,000.00	$500,000.00	5.028%	$392,197.93	$892,197.93	$1,284,395.86
11/1/2037	$15,100,000.00		5.028%	$379,627.48	$379,627.48	
5/1/2038	$15,100,000.00	$525,000.00	5.028%	$379,627.48	$904,627.48	$1,284,254.97
11/1/2038	$14,575,000.00		5.028%	$366,428.51	$366,428.51	
5/1/2039	$14,575,000.00	$550,000.00	5.028%	$366,428.51	$916,428.51	$1,282,857.03
11/1/2039	$14,025,000.00		5.028%	$352,601.02	$352,601.02	
5/1/2040	$14,025,000.00	$580,000.00	5.028%	$352,601.02	$932,601.02	$1,285,202.05
11/1/2040	$13,445,000.00		5.028%	$338,019.31	$338,019.31	
5/1/2041	$13,445,000.00	$610,000.00	5.028%	$338,019.31	$948,019.31	$1,286,038.61
11/1/2041	$12,835,000.00		5.028%	$322,683.36	$322,683.36	
5/1/2042	$12,835,000.00	$640,000.00	5.028%	$322,683.36	$962,683.36	$1,285,366.72
11/1/2042	$12,195,000.00		5.028%	$306,593.19	$306,593.19	
5/1/2043	$12,195,000.00	$675,000.00	5.028%	$306,593.19	$981,593.19	$1,288,186.38
11/1/2043	$11,520,000.00		5.028%	$289,623.09	$289,623.09	
5/1/2044	$11,520,000.00	$710,000.00	5.028%	$289,623.09	$999,623.09	$1,289,246.17
11/1/2044	$10,810,000.00		5.028%	$271,773.05	$271,773.05	
5/1/2045	$10,810,000.00	$745,000.00	5.028%	$271,773.05	$1,016,773.05	$1,288,546.11
11/1/2045	$10,065,000.00		5.028%	$253,043.09	$253,043.09	
5/1/2046	$10,065,000.00	$785,000.00	5.028%	$253,043.09	$1,038,043.09	$1,291,086.18
11/1/2046	$9,280,000.00		5.028%	$233,307.49	$233,307.49	
5/1/2047	$9,280,000.00	$825,000.00	5.028%	$233,307.49	$1,058,307.49	$1,291,614.97
11/1/2047	$8,455,000.00		5.028%	$212,566.25	$212,566.25	
5/1/2048	$8,455,000.00	$870,000.00	5.028%	$212,566.25	$1,082,566.25	$1,295,132.50
11/1/2048	$7,585,000.00		5.028%	$190,693.67	$190,693.67	
5/1/2049	$7,585,000.00	$920,000.00	5.028%	$190,693.67	$1,110,693.67	$1,301,387.35
11/1/2049	$6,665,000.00		5.028%	$167,564.05	$167,564.05	
5/1/2050	$6,665,000.00	$970,000.00	5.028%	$167,564.05	$1,137,564.05	$1,305,128.10
11/1/2050	$5,695,000.00		5.028%	$143,177.39	$143,177.39	
5/1/2051	$5,695,000.00	$1,020,000.00	5.028%	$143,177.39	$1,163,177.39	$1,306,354.77
11/1/2051	$4,675,000.00		5.028%	$117,533.67	$117,533.67	
5/1/2052	$4,675,000.00	$1,075,000.00	5.028%	$117,533.67	$1,192,533.67	$1,310,067.35
11/1/2052	$3,600,000.00		5.028%	$90,507.21	$90,507.21	
5/1/2053	$3,600,000.00	$1,135,000.00	5.028%	$90,507.21	$1,225,507.21	$1,316,014.43
11/1/2053	$2,465,000.00		5.028%	$61,972.30	$61,972.30	
5/1/2054	$2,465,000.00	$1,200,000.00	5.028%	$61,972.30	$1,261,972.30	$1,323,944.60
11/1/2054	$1,265,000.00		5.028%	$31,803.23	$31,803.23	
5/1/2055	$1,265,000.00	$1,265,000.00	5.028%	$31,803.23	$1,296,803.23	$1,328,606.46
	$0.00					
Total		**$19,870,000.00**		**$19,029,393.28**	**$38,899,393.28**	**$38,899,393.28**

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments

The District earns interest in its operating accounts.

Special Assmnts - Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditure during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Misc-Assessment Collection Cost

The District reimburses the Pasco County Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 1% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.
Website administration costs for Inframark Management Services.

Debt Service

Principal Debt Retirement

The District pays an annual principal amount on 5/1 of each fiscal year.

Interest Expense Series A

The District pays semi-annual interest amounts on 5/1 and 11/1 of each fiscal year.

Hillcrest Preserve

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs. Fiscal Year 2026

ASSESSMENT ALLOCATION

Asssessment Area 1										
		O&M Assessment			Series 2024 Debt Service			Total Assessments per Unit		
Product	Units	FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change
Townhomes 24'	52	$703.81	$432.95	$270.87	$893.37	$893.37	$0.00	$1,597.19	$1,326.32	$270.87
Townhomes 28'	24	$821.12	$505.11	$316.01	$1,042.29	$1,042.29	$0.00	$1,863.40	$1,547.39	$316.01
Single Family 40'	257	$1,173.02	$721.58	$451.44	$1,488.96	$1,488.96	$0.00	$2,661.98	$2,210.54	$451.44
Single Family 50'	322	$1,466.28	$901.98	$564.30	$1,861.19	$1,861.19	$0.00	$3,327.47	$2,763.17	$564.30
Single Family 60'	147	$1,759.54	$1,082.37	$677.16	$2,233.43	$2,233.43	$0.00	$3,992.97	$3,315.81	$677.16
	802									

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0839 **DATE:** 6/16/2026

SUBJECT: Palmetto Ridge Community Development District Proposed Budget Fiscal Year 2027

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. Palmetto Ridge FY2027 Proposed Budget_BJ_JC_SR

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Palmetto Ridge
Community Development District

FISCAL YEAR 2027

PROPOSED BUDGET

May 19, 2026

CLEAR PARTNERSHIPS



Palmetto Ridge

Community Development District

Budget Overview

FY 2027

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Palmetto Ridge

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Investments	$0.00	$0.00
Special Assmnts- Tax Collector	$0.00	$2,338,581.40
Special Assmnts- Discounts	$0.00	-$93,543.26
Special Assmnts- Prepayment	$0.00	$0.00
Special Assmnts- Developer	$0.00	$0.00
Developer Estimated Contribution	$0.00	$0.00
Special Assmnts- CDD Collected	$975,450.00	$0.00
TOTAL REVENUES	**$975,450.00**	**$2,245,038.15**
EXPENDITURES		
Financial and Administrative		
Supervisor Fees	$12,000.00	$12,000.00
ProfServ-dissemination agent	$7,000.00	$10,000.00
ProfServ-trustee fees	$9,500.00	$8,500.00
District counsel	$15,000.00	$15,000.00
District Engineer	$15,000.00	$12,500.00
District manager	$25,000.00	$21,000.00
Field manager	$15,000.00	$18,000.00
Accounting Services	$17,500.00	$19,200.00
Auditing Services	$5,500.00	$8,000.00
Assessment Roll	$5,000.00	$5,000.00
Legal advertising	$3,500.00	$3,500.00
Financial and Revenue Collections	$5,000.00	$3,600.00
Postage, Phone, Faxes, Copies	$500.00	$500.00
Website administration	$1,500.00	$1,500.00
Website ADA Compliance	$1,600.00	$1,613.00
Miscellaneous Services	$325.00	$0.00
Tax Collector Fees	$750.00	$46,771.63
Dues, Licenses, Subscriptions	$175.00	$175.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
DTS - Continuing Disclosure Software Subscription	$0.00	$5,000.00
Arbitrage Reporting	$500.00	$1,200.00
Construction Accounting	$6,100.00	$0.00
Rentals and Leases	$600.00	$0.00
Bank Fees	$200.00	$0.00
Mailings	$200.00	$500.00
Office Supplies	$100.00	$0.00
ProfServ-Info Technology	$600.00	$0.00
Total Financial and Administrative	**$148,150.00**	**$193,559.63**
Insurance		
Insurance - General Liability	$12,500.00	$0.00
Public Officials Insurance	$7,500.00	$0.00
Insurance -Property & Casualty	$35,000.00	$0.00
Insurance Deductible	$0.00	$2,500.00
Insurance - Crime	$500.00	$0.00
Total Premium	$0.00	$28,744.00
Total Insurance	**$55,500.00**	**$31,244.00**
Utility Services		
Electric Utility Services	$25,000.00	$25,000.00
Street Lights	$180,000.00	$180,000.00
Clubhouse Internet, TV, Phone	$0.00	$1,380.00
Water/Waste	$18,500.00	$20,000.00
Total Utility Services	**$223,500.00**	**$226,380.00**
Amenity		
Payroll-Pool Monitors	$40,000.00	$12,000.00
Contracts-Pools	$15,000.00	$60,000.00
R&M-Pools	$5,000.00	$0.00
Contracts-Janitorial Services	$12,000.00	$25,000.00
Amenity Center Cleaning & Supplies	$5,000.00	$5,000.00
Amenity Center Pest Control	$1,200.00	$1,800.00
R&M - Amenity Center	$6,000.00	$10,000.00
R&M-Security Cameras	$1,500.00	$5,000.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
R&M-Access&Surveillance Systems	$8,500.00	$0.00
Contract-Dumpster Rental	$2,400.00	$0.00
R&M-Stormwater System	$2,500.00	$0.00
Annual Stormwater Report	$2,500.00	$0.00
Security Monitoring Services	$1,200.00	$6,000.00
Dog Waste Station Service & Supplies	$1,500.00	$5,000.00
R&M-Boundary Walls/Fences/Monuments	$2,500.00	$0.00
Pavement and Signage Repairs	$7,500.00	$0.00
Holiday Decoration	$12,000.00	$15,000.00
Facility A/C & Heating Maintenance & Repair	$2,500.00	$0.00
Playground Equipment and Maintenance	$2,500.00	$0.00
Pressure washing	$0.00	$20,000.00
Pool Permit	$0.00	$275.00
Pool Miantenance - Misc Services	$0.00	$5,000.00
Key Fob Distribution	$500.00	$1,200.00
Special Events	$0.00	$10,000.00
Onsite Staff	$0.00	$85,000.00
Amenity Furniture R&M	$2,500.00	$5,000.00
MISC	$2,500.00	$0.00
Total Amenity	**$136,800.00**	**$271,275.00**
Landscape and Pond Maintenance		
Contracts-Landscape	$300,000.00	$863,500.00
R&M Landscape	$15,000.00	$0.00
Landscape - Mulch	$7,500.00	$50,000.00
Landscape - Annuals	$8,000.00	$0.00
Landscape Replacement	$25,000.00	$75,000.00
Irrigation Maintenance	$7,500.00	$20,000.00
Contracts-Aquatic Control	$15,000.00	$50,000.00
Aquatic Plant Replacement	$5,000.00	$0.00
Waterway Management	$14,000.00	$0.00
Wetland Maintenance	$7,500.00	$20,000.00
Landscape- Storm Clean Up & Tree Removal	$0.00	$35,000.00
Misc-Contingency	$3,500.00	$0.00
Water Trucks	$0.00	$20,000.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
Tree Trimming	$0.00	$20,000.00
Aquatics R&M	$0.00	$5,000.00
Debris Cleanup	$3,500.00	$5,000.00
Sidewalk, Pavement, Signage	$0.00	$10,000.00
R&M - Monument, Entrance, Wall	$0.00	$30,000.00
Fountain Contract	$0.00	$2,000.00
Fountain R&M	$0.00	$10,000.00
Total Landscape and Pond Maintenance	**$411,500.00**	**$1,215,500.00**
Contingency		
Misc-Contingency	$0.00	$100,000.00
Total Contingency	**$0.00**	**$100,000.00**
TOTAL EXPENDITURES	**$975,450.00**	**$2,037,958.63**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$207,079.52
OTHER FINANCING SOURCES (USES)		
Contribution to (Use of) Fund Balance	$ -	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**
Net change in fund balance		$207,079.52
FUND BALANCE, BEGINNING	$0.00	-$235.00
FUND BALANCE, ENDING	**$0.00**	**$206,844.52**

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Special Assessments-Tax Collector
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Estimated Contributions
The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees
Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon five supervisors attending each meeting.

District Management
The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Field Management
The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Recording Secretary
Inframark provides recording services with near verbatim minutes.

Construction Accounting
Accounting services as described within the Accounting Services but specifically regarding construction.

Financial/Revenue Collections
Service includes all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District’s debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Rentals and Leases
The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Accounting Services
Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Dissemination Agent/Reporting
The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Website Administration Services
The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

District Engineer
The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel
The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Trustee Fees
The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Auditing Services
The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies
This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Mailings
Copies used in the preparation of agenda packages, required mailings, and other special projects.

Professional Services – Arbitrage Rebate
The District is required to annually calculate the arbitrage rebate liability on its Series 2013A and 2020 bonds.

Legal Advertising
The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Financial and Administrative (continued)

Budget Narrative
Fiscal Year 2027

Bank Fees
This represents the cost of bank charges and other related expenses that are incurred during the year.

Dues, Licenses and Fees
This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Onsite Office Supplies
This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Website ADA Compliance
Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

DTS – Continuing Disclosure Software Subscription
Cost to produce a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Miscellaneous Services
All other administrative costs not otherwise specified above.

Insurance

Insurance-General Liability
The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance
The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Property & Casualty Insurance
The District will incur fees to insure items owned by the district for its property needs.

Deductible
District's share of expenses for insured property when a claim is filed.

Utility Services

Electric Utility Services
Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Streetlights
Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Clubhouse Internet, TV, Phone
Internet service for clubhouse and other amenity locations.

Budget Narrative
Fiscal Year 2027

Water/Waste
The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Amenity

Payroll - Pool Monitor
Cost of staff members to facilitate pool safety services.

Pool Maintenance – Contract
Cost of Maintenance for CDD pool facilities.

R&M-Pool
Cost of chemical pool treatments and similar maintenance.

Janitorial – Contract
Cost of janitorial labor for CDD Facilities.

Amenity Center Cleaning & Supplies
Cost for cleaning and supplies for CDD Facilities.

Amenity Pest Control
Cost of exterminator and pesticides at CDD amenities and facilities.

R&M Amenity Center
Cost of repairs and regular maintenance of CDD amenities.

R&M Security Cameras
Cost to replace and/or maintain CDD security equipment.

R&M Access Control
Cost of repairs and maintenance to electronic locks, gates, and other security fixtures.

Contract Dumpster – Rental and Collection
Cost of dumpster rental and trash collection at CDD facilities.

R&M – Stormwater System
Cost of repairs and regular maintenance to the CDD's stormwater and drainage infrastructure.

Annual Stormwater Report
Cost to produce annual report on CDD stormwater infrastructure.

Dog Waste Station Service & Supplies
Cost of cleaning and resupplying dog waste stations.

R&M Boundary Walls/Fences/Monuments
Cost of repairs and regular maintenance for entryways, walls, fences and monuments.

Pavement and Signage Repairs
Cost of repairs and regular maintenance to sidewalks, pavements, and signs.

Holiday Decorations
Cost of decorations for major holidays (i.e., Christmas)

Pressure washing

Budget Narrative
Fiscal Year 2027

Cost of cleaning fences, etc. for the CDD.

Playground Equipment and Maintenance
Cost of acquisition and upkeep of playground equipment for CDD parks.

Pool Permits
Cost of permits required for CDD pool operation as required by law.

Key Fob Distribution
Cost of providing keycards to residents to access CDD Facilities.

Special Events
Cost of holiday celebrations and events hosted on CDD property.

Onsite Staff
The district may incur expenses for employees or other staff members needed for recreational facilities such as clubhouse staff.

Amenity Furniture R&M
Cost of repairs and maintenance to amenity furniture.

MISC
Amenity Expenses not otherwise specified.

Landscape and Pond Maintenance

Landscape Maintenance - Contract
Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

R&M Landscaping
Cost of repairs and regular maintenance to landscaping equipment.

Landscaping – Mulch
Cost of replacing mulch throughout the district.

Landscaping – Annuals
Cost of replacing annual plants throughout the district.

Landscaping –Replacement
Cost of replacing dead or damaged landscaping throughout the district.

Irrigation Maintenance
Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Aquatics – Contract
Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Aquatics – Plant Replacement
The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

Budget Narrative
Fiscal Year 2027

Landscape and Pond Maintenance (Continued)

Waterway Management Program
Cost of maintaining waterways and rivers on district property.

Wetlands Maintenance and Monitoring
Cost of upkeep and protection of wetlands on CDD property.

Debris Cleanup
Cost of cleaning up debris on district property.

Contingency/Reserves

Misc-Contingency
Funds set aside for projects, as determined by the district's board.

Palmetto Ridge

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2026 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Investments	$0.00	$0.00
Special Assmnts- Tax Collector	$0.00	$969,574.47
Special Assmnts- Discounts	$0.00	-$38,782.98
Developer Contribution	$0.00	$0.00
TOTAL REVENUES	**$0.00**	**$930,791.49**
EXPENDITURES		
Administrative		
Misc-Assessment Collection Cost	$0.00	$19,391.49
	$0.00	$0.00
Total Administrative	**$0.00**	**$19,391.49**
Debt Service		
Principal Debt Retirement	$0.00	$210,000.00
Principal Debt Retirement - Special Call	$0.00	$0.00
Interest Expense	$0.00	$631,514.54
	$0.00	$0.00
Total Debt Service	**$0.00**	**$841,514.54**
TOTAL EXPENDITURES	**$0.00**	**$860,906.03**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$69,885.46
OTHER FINANCING SOURCES (USES)		
Bond Proceeds		$0.00
Contribution to (Use of) Fund Balance		$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**
Net change in fund balance		$69,885.46
FUND BALANCE, BEGINNING		$911,265.00
FUND BALANCE, ENDING	**$0.00**	**$981,150.46**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT		
	11/1/2024	**11/1/2027**
Series 2026 Bonds	$0	$12,935,000

Series 2026 Assessment Area One Special Assessment Revenue Bonds
Amortization Schedule

Period Ending	Principal Outstanding	Principal	Coupon	Interest	Debt Service	Annual Debt Service
5/1/2026	$13,490,000.00	$345,000.00	4.125%	$281,713.29	$626,713.29	
11/1/2026	$13,145,000.00			$281,713.29	$281,713.29	$908,426.57
5/1/2027	$13,145,000.00	$210,000.00	4.125%	$349,801.26	$559,801.26	
11/1/2027	$12,935,000.00			$349,801.26	$349,801.26	$909,602.51
5/1/2028	$12,935,000.00	$220,000.00	4.125%	$345,366.88	$565,366.88	
11/1/2028	$12,715,000.00			$345,366.88	$345,366.88	$910,733.76
5/1/2029	$12,715,000.00	$225,000.00	4.125%	$340,777.82	$565,777.82	
11/1/2029	$12,490,000.00			$340,777.82	$340,777.82	$906,555.63
5/1/2030	$12,490,000.00	$235,000.00	4.125%	$336,034.07	$571,034.07	
11/1/2030	$12,255,000.00			$336,034.07	$336,034.07	$907,068.13
5/1/2031	$12,255,000.00	$245,000.00	4.500%	$331,084.07	$576,084.07	
11/1/2031	$12,010,000.00			$331,084.07	$331,084.07	$907,168.13
5/1/2032	$12,010,000.00	$260,000.00	4.500%	$325,632.50	$585,632.50	
11/1/2032	$11,750,000.00			$325,632.50	$325,632.50	$911,265.00
5/1/2033	$11,750,000.00	$270,000.00	4.500%	$319,670.00	$589,670.00	
11/1/2033	$11,480,000.00			$319,670.00	$319,670.00	$909,340.00
5/1/2034	$11,480,000.00	$280,000.00	4.500%	$313,482.50	$593,482.50	
11/1/2034	$11,200,000.00			$313,482.50	$313,482.50	$906,965.00
5/1/2035	$11,200,000.00	$295,000.00	4.500%	$307,013.75	$602,013.75	
11/1/2035	$10,905,000.00			$307,013.75	$307,013.75	$909,027.50
5/1/2036	$10,905,000.00	$310,000.00	5.450%	$300,207.50	$610,207.50	
11/1/2036	$10,595,000.00			$300,207.50	$300,207.50	$910,415.00
5/1/2037	$10,595,000.00	$325,000.00	5.450%	$292,291.88	$617,291.88	
11/1/2037	$10,270,000.00			$292,291.88	$292,291.88	$909,583.75
5/1/2038	$10,270,000.00	$340,000.00	5.450%	$283,231.25	$623,231.25	
11/1/2038	$9,930,000.00			$283,231.25	$283,231.25	$906,462.50
5/1/2039	$9,930,000.00	$360,000.00	5.450%	$273,693.75	$633,693.75	
11/1/2039	$9,570,000.00			$273,693.75	$273,693.75	$907,387.50
5/1/2040	$9,570,000.00	$380,000.00	5.450%	$263,611.25	$643,611.25	
11/1/2040	$9,190,000.00			$263,611.25	$263,611.25	$907,222.50
5/1/2041	$9,190,000.00	$405,000.00	5.450%	$252,915.63	$657,915.63	
11/1/2041	$8,785,000.00			$252,915.63	$252,915.63	$910,831.25
5/1/2042	$8,785,000.00	$425,000.00	5.450%	$241,606.88	$666,606.88	
11/1/2042	$8,360,000.00			$241,606.88	$241,606.88	$908,213.75
5/1/2043	$8,360,000.00	$450,000.00	5.450%	$229,685.00	$679,685.00	
11/1/2043	$7,910,000.00			$229,685.00	$229,685.00	$909,370.00
5/1/2044	$7,910,000.00	$475,000.00	5.450%	$217,081.88	$692,081.88	
11/1/2044	$7,435,000.00			$217,081.88	$217,081.88	$909,163.75
5/1/2045	$7,435,000.00	$500,000.00	5.450%	$203,797.50	$703,797.50	
11/1/2045	$6,935,000.00			$203,797.50	$203,797.50	$907,595.00
5/1/2046	$6,935,000.00	$530,000.00	5.700%	$189,763.75	$719,763.75	
11/1/2046	$6,405,000.00			$189,763.75	$189,763.75	$909,527.50
5/1/2047	$6,405,000.00	$560,000.00	5.700%	$174,562.50	$734,562.50	
11/1/2047	$5,845,000.00			$174,562.50	$174,562.50	$909,125.00
5/1/2048	$5,845,000.00	$595,000.00	5.700%	$158,103.75	$753,103.75	
11/1/2048	$5,250,000.00			$158,103.75	$158,103.75	$911,207.50
5/1/2049	$5,250,000.00	$625,000.00	5.700%	$140,718.75	$765,718.75	
11/1/2049	$4,625,000.00			$140,718.75	$140,718.75	$906,437.50
5/1/2050	$4,625,000.00	$665,000.00	5.700%	$122,336.25	$787,336.25	
11/1/2050	$3,960,000.00			$122,336.25	$122,336.25	$909,672.50
5/1/2051	$3,960,000.00	$705,000.00	5.700%	$102,813.75	$807,813.75	
11/1/2051	$3,255,000.00			$102,813.75	$102,813.75	$910,627.50
5/1/2052	$3,255,000.00	$745,000.00	5.700%	$82,151.25	$827,151.25	
11/1/2052	$2,510,000.00			$82,151.25	$82,151.25	$909,302.50
5/1/2053	$2,510,000.00	$790,000.00	5.700%	$60,277.50	$850,277.50	
11/1/2053	$1,720,000.00			$60,277.50	$60,277.50	$910,555.00
5/1/2054	$1,720,000.00	$835,000.00	5.700%	$37,121.25	$872,121.25	
11/1/2054	$885,000.00			$37,121.25	$37,121.25	$909,242.50
5/1/2055	$885,000.00	$885,000.00	5.700%	$25,222.50	$910,222.50	$910,222.50
		$13,490,000.00		**$13,778,317.23**	**$27,268,317.23**	**$27,268,317.23**

Budget Narrative
Fiscal Year 2027

`

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Special Assessments – Tax Collector
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Developer Contributions
The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

EXPENDITURES

Debt Service

Principal Debt Retirement
The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense
The District Pays interest Expenses on the debt twice a year.

Palmetto Ridge

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs. Fiscal Year 2026

Series 2026 AA1 (Phases 1A-C)									
			Fiscal Year 2027			Fiscal Year 2026			Total Increase / (Decrease) in Annual Assmt
Lot Size	O&M Units	Debt Units	O&M Per Unit	Debt Per Unit	FY 2027 Total	O&M Per Unit	Debt Per Unit	FY 2026 Total	
SINGLE FAMILY 40	115	115	$932.86	$1,489.36	**$2,422.23**	$933.00	$1,489.36	**$2,422.36**	**-$0.14**
SINGLE FAMILY 50	292	292	$1,166.08	$1,861.70	**$3,027.78**	$1,167.00	$1,861.70	**$3,028.70**	**-$0.92**
SINGLE FAMILY 60	114	114	$1,399.30	$2,234.04	**$3,633.34**	$1,400.00	$2,234.04	**$3,634.04**	**-$0.70**
SUBTOTAL	**521**	**521**							

Series 2026 AA2 (Phases 1D, 3, 4)									
			Fiscal Year 2027			Fiscal Year 2026			Total Increase / (Decrease) in Annual Assmt
Lot Size	O&M Units	Debt Units	O&M Per Unit	Debt Per Unit	FY 2027 Total	O&M Per Unit	Debt Per Unit	FY 2026 Total	
SINGLE FAMILY 40	137	137	$932.86	$1,489.36	**$2,422.23**	$933.00	$0.00	**$933.00**	**$1,489.23**
SINGLE FAMILY 50	482	482	$1,166.08	$1,861.70	**$3,027.78**	$1,167.00	$0.00	**$1,167.00**	**$1,860.78**
SINGLE FAMILY 60	297	297	$1,399.30	$2,234.04	**$3,633.34**	$1,400.00	$0.00	**$1,400.00**	**$2,233.34**
SINGLE FAMILY 65	134	134	$1,492.58	$2,420.21	**$3,912.80**	$1,167.00	$0.00	**$1,167.00**	**$2,745.80**
SINGLE FAMILY 70	134	134	$1,632.51	$2,792.55	**$4,425.07**	$1,400.00	$0.00	**$1,400.00**	**$3,025.07**
SUBTOTAL	**1,184**	**1,184**							

Future Development AA3									
			Fiscal Year 2027			Fiscal Year 2026			Total Increase / (Decrease) in Annual Assmt
Lot Size	O&M Units	Debt Units	O&M Per Unit	Debt Per Unit	FY 2027 Total	Average O&M Per Unit	Debt Per Unit	FY 2026 Total	
To be determined	164	164	$1,262.68	$0.00	**$1,262.68**	$1,262.68	$0.00	**$1,262.68**	**$0.00**
SUBTOTAL	**164**	**164**							

Total Units	**1,869**	**1,869**

NOTE: Annual O&M assessments will be assigned to lots transferred to builders. Developer-owned land/lots are deficit funded.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0840 **DATE:** 6/16/2026

SUBJECT: Two Rivers East Community Development District Proposed Budget Fiscal Year 2027

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. Two Rivers East CDD Proposed Budget FY2027

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Two Rivers East
Community Development District

FISCAL YEAR 2027

PROPOSED BUDGET

MAY 19, 2026

CLEAR PARTNERSHIPS



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Two Rivers East

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Investments	$0.00	$0.00
Special Assmnts- Tax Collector	$0.00	$1,274,561.06
Special Assmnts- Discounts	$0.00	-$50,982.44
Special Assmnts- CDD Collected	$0.00	$539,776.61
TOTAL REVENUES	**$1,240,326.00**	**$1,763,355.22**
EXPENDITURES		
Financial and Administrative		
Supervisor Fees	$12,000.00	$12,000.00
District Manager	$25,000.00	$25,000.00
Administrative Services	$4,500.00	$4,500.00
ProfServ-Recording Secretary	$2,400.00	$2,400.00
ProfServ-Construction Accounting	$6,000.00	$6,000.00
Financial & Revenue Collections	$5,000.00	$5,000.00
Rentals & Leases	$600.00	$600.00
Accounting Services	$9,000.00	$9,000.00
ProfServ-Dissemination Agent	$5,000.00	$5,000.00
Website Administration	$1,200.00	$1,200.00
ProfServ-Field Management	$12,000.00	$32,000.00
ProfServ-Info Technology	$600.00	$600.00
District Engineer	$12,500.00	$12,500.00
District Counsel	$30,000.00	$15,000.00
ProfServ-Trustee Fees	$6,500.00	$4,300.00
Auditing Services	$6,000.00	$6,000.00
Postage, Phone, Faxes, Copies	$500.00	$500.00
Legal Advertising	$1,000.00	$3,500.00
Bank Fees	$100.00	$0.00
Dues, Licenses, Subscriptions	$175.00	$175.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
Website Compliance	$1,600.00	$1,613.00
Meeting Expense	$1,000.00	$1,000.00
Misc-Assessment Collection Cost	$0.00	$25,491.22
DTS - Continuing Disclosure Software Subscription	$0.00	$1,500.00
Arbitrage Reporting	$0.00	$400.00
Streetlight Loan Repayment	$0.00	$250,000.00
Total Financial and Administrative	**$142,675.00**	**$425,279.22**
Insurance		
Insurance - General Liability	$3,718.00	$0.00
Public Officials Insurance	$2,633.00	$0.00
Insurance -Property & Casualty	$10,000.00	$0.00
Insurance Deductible	$2,500.00	$2,500.00
Crime	$0.00	$0.00
Total Premium	$0.00	$25,793.00
Total Insurance	**$18,851.00**	**$28,293.00**
Utility Services		
Electricity - General	$85,000.00	$22,000.00
Electricity - Streetlights	$190,000.00	$120,000.00
Internet Services	$900.00	$1,380.00
Utility - Water & Sewer	$2,400.00	$60,000.00
Total Utility Services	**$278,300.00**	**$203,380.00**
Amenity		
Onsite Staff	$20,000.00	$85,000.00
Contracts-Janitorial Services	$9,000.00	$21,600.00
Janitorial Supplies	$1,000.00	$1,000.00
Amenity Center Pest Control	$600.00	$1,800.00
Amenity Maintenance & Repairs	$2,500.00	$2,000.00
R&M-Security Cameras	$1,000.00	$1,000.00
Amenities Furniture & Fixtures	$2,000.00	$2,000.00
Access Control Maintenance & Repair	$2,500.00	$1,000.00
Dog Waste Station Service & Supplies	$1,200.00	$5,000.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
Contracts-Pools	$10,000.00	$57,000.00
Security Monitoring Services	$3,000.00	$6,000.00
Special Events	$5,000.00	$10,000.00
Pressure Washing	$0.00	$10,000.00
Pool Maintenance - Misc Services	$0.00	$3,000.00
Onsite Maintenance	$0.00	$7,728.00
Holiday Lights	$0.00	$10,000.00
Pool Monitors	$0.00	$12,000.00
Pool Permit	$0.00	$275.00
Total Amenity	**$61,500.00**	**$236,403.00**
Other Physical Environment		
Contracts-Landscape	$530,000.00	$600,000.00
Landscape - Mulch	$35,000.00	$45,000.00
Plant Replacement Program	$30,000.00	$45,000.00
Irrigation Repairs & Maintenance	$20,000.00	$20,000.00
Contracts-Aquatic Control	$28,500.00	$25,000.00
Contracts-Trash & Debris Removal	$9,000.00	$3,000.00
Tree Trimming	$0.00	$10,000.00
Trail Maintenance	$0.00	$25,000.00
R&M - Monument, Entrance, Wall	$10,000.00	$10,000.00
Pavement & Signage Repairs	$0.00	$2,000.00
Landscape - Storm Cleanup & Tree Removal	$0.00	$35,000.00
Water Trucks	$0.00	$10,000.00
TECO easement maintenance	$0.00	$30,000.00
Total Other Physical Environment	**$719,000.00**	**$860,000.00**
Contingency		
Misc- Contingency	$20,000.00	$10,000.00
Total Contingency	**$20,000.00**	**$10,000.00**
TOTAL EXPENDITURES	**$1,240,326.00**	**$1,763,355.22**
Excess (deficiency) of revenues		

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
Over (under) expenditures	$0.00	$0.00
OTHER FINANCING SOURCES (USES)		
Contribution to (Use of) Fund Balance		$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**
Net change in fund balance		$0.00
FUND BALANCE, BEGINNING	$44,649.00	$1,396,211.41
FUND BALANCE, ENDING	**$44,649.00**	**$1,396,211.41**

Two Rivers East

Community Development District

Budget Overview

FY 2027

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Operations & Maintenance Assessments – CDD Collected/Tax Collector
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Other Miscellaneous Revenues
Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees
Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

District Manager
The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Administrative Services
The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

ProfServ – Recording Secretary
Inframark provides recording services with near verbatim minutes.

ProfServ – Construction Accounting
Accounting services as described within the Accounting Services but specifically regarding construction.

Financial & Revenue Collections
Service includes all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Rentals & Leases
The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Accounting Services
Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

ProfServ – Dissemination Agent
The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Website Administration
The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

ProfServ – Field Management
The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

ProfServ – Info Technology
Cost of server maintenance and technical support for CDD-related IT needs.

District Engineer
The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel
The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

ProfServ – Trustee Fees
The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Auditing Services
The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies
This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Legal Advertising
The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Bank Fees
This represents the cost of bank charges and other related expenses that are incurred during the year.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Dues, Licenses, Subscriptions
This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Website ADA Compliance
Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990

Meeting Expense
The district may incur expenses for the cost of meetings including but not limited to renting room space for district board meetings.

Miscellaneous-Assessment Collection Costs
The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

DTS – Continuing Disclosure Software Subscription
The District may incur charges for obtaining subscriptions for the software for Disclosure Technology.

Arbitrage Reporting
The district is required to annually calculate the arbitrage rebate liability on the Series 2023 bonds.

Streetlight Loan Repayment
The district will repay the loan taken from Two Rivers Developments, LLC for the required streetlight deposits.

Insurance

Insurance – General Liability
The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance
The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Insurance – Property & Casualty
The District will incur fees to insure items owned by the district for its property needs.

Insurance Deductible
District's share of expenses for insured property when a claim is filed.

Utility Services

Electric – General
Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Budget Narrative
Fiscal Year 2027

Utility Services (continued)

Electricity – Streetlights
Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Internet Services
Internet service for clubhouse and other amenity locations.

Utility – Water & Sewer
The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Amenity

Onsite Staff
The district may incur expenses for employees or other staff members needed for recreational facilities such as clubhouse staff.

Contracts – Janitorial Supplies
Cost of janitorial labor for CDD Facilities.

Amenity Pest Control
Cost of exterminator and pesticides at CDD amenities and facilities.

Amenity Maintenance & Repairs
Cost of repairs and regular maintenance of CDD amenities

R&M – Security Cameras
Cost of the repairs and maintenance of CDD security cameras.

Amenities Furniture & Fixtures
Cost of repairs and maintenance to amenity furniture.

Access Control Maintenance & Repair
Cost of repairs and maintenance to electronic locks, gates, and other security fixtures.

Dog Waste Station Service & Supplies
Cost of cleaning and resupplying dog waste stations.

Contracts – Pools
Cost of Maintenance for CDD pool facilities.

Security Monitoring Services
Cost of CDD security personnel and equipment.

Special Events
Cost of holiday celebrations and events hosted on CDD property.

Pressure Washing
Cost of pressure washing services throughout CDD property.

Pool Maintenance – Misc. Services
Cost of chemical pool treatments and similar maintenance.

Budget Narrative
Fiscal Year 2027

Amenity (Continued)

Onsite Maintenance
Cost of upkeep and repairs to all parks and recreational facilities throughout CDD property.

Holiday Lights
Cost of decorations and lights for major holidays (i.e., Christmas)

Pool Monitors
Cost of staff members to facilitate pool safety services.

Pool Permit
Cost of permits required for CDD pool and spa operation as required by law.

Other Physical Environment

Contracts – Landscape
Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Landscape – Mulch
This is for the cost of mulch installation and services needed throughout the District.

Plant Replacement Program
Cost of replacing dead or damaged plants throughout the district.

Irrigation Repairs & Maintenance
Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Contracts – Aquatic Control
Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Contracts – Trash & Debris Removal
Cost of cleaning up debris and trash on district property.

Tree Trimming
This is the cost of tree trimming and replacement services needed throughout the District.

Trail Maintenance
Cost of upkeep to bike paths and trails on CDD property.

Landscape – Storm Clean Up & Tree Removal
This is the cost of cleaning up after a storm and for the removal of knocked down trees and other debris.

R&M – Monument, Entrance, Wall
Cost of repairs and regular maintenance for entryways, walls, and gates.

Pavement & Signage Repairs
Cost of repairs and regular maintenance to sidewalks, pavements, and signs.

Water Trucks
Costs of repairs and regular maintenance for Water Trucks.

Budget Narrative
Fiscal Year 2027

Other Physical Environment (Continued)

TECO Easement Maintenance
This is for the cost of the landscape maintenance of the TECO easement on CDD property.

Contingency

Misc. – Contingency
Funds set aside for projects, as determined by the district's board.

Two Rivers East

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2023 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Investments	$0.00	$0.00
Special Assmnts- Tax Collector	$0.00	$1,383,018.00
Special Assmnts- Discounts	$0.00	-$55,320.72
Special Assmnts- CDD Collected	$1,847,375.00	$550,550.48
TOTAL REVENUES	**$1,847,375.00**	**$1,878,247.76**
EXPENDITURES		
Administrative		
Misc-Assessment Collection Cost	$0.00	$27,660.36
	$0.00	$0.00
Total Administrative	**$0.00**	**$27,660.36**
Debt Service		
Principal Debt Retirement	$390,000.00	$410,000.00
Interest Expense	$1,457,375.00	$1,447,868.76
	$0.00	$0.00
Total Debt Service	**$1,847,375.00**	**$1,857,868.76**
TOTAL EXPENDITURES	**$1,847,375.00**	**$1,885,529.12**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	-$7,281.36
OTHER FINANCING SOURCES (USES)		
Contribution to (Use of) Fund Balance		$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**
Net change in fund balance		-$7,281.36
FUND BALANCE, BEGINNING		$1,055,912.00
FUND BALANCE, ENDING	**$0.00**	**$1,048,630.64**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT		
	11/1/2024	11/1/2027
Series 2023 Bonds	$25,905,000.00	$24,735,000.00

Special Assessment Bonds, Series 2023 (Series 2023 Project)

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Debt Service
11/1/2023	$26,260,000.00			$630,099.93	$630,099.93
5/1/2024	$26,260,000.00	$355,000.00	4.88%	$751,112.50	$1,106,112.50
11/1/2024	$25,905,000.00			$742,459.38	$742,459.38
5/1/2025	$25,905,000.00	$370,000.00	4.88%	$742,459.38	$1,112,459.38
11/1/2025	$25,535,000.00			$733,440.63	$733,440.63
5/1/2026	$25,535,000.00	$390,000.00	4.88%	$733,440.63	$1,123,440.63
11/1/2026	$25,145,000.00			$723,934.38	$723,934.38
5/1/2027	$25,145,000.00	$410,000.00	4.88%	$723,934.38	$1,133,934.38
11/1/2027	$24,735,000.00			$713,940.63	$713,940.63
5/1/2028	$24,735,000.00	$430,000.00	4.88%	$713,940.63	$1,143,940.63
11/1/2028	$24,305,000.00			$703,459.38	$703,459.38
5/1/2029	$24,305,000.00	$450,000.00	4.88%	$703,459.38	$1,153,459.38
11/1/2029	$23,855,000.00			$692,490.63	$692,490.63
5/1/2030	$23,855,000.00	$475,000.00	4.88%	$692,490.63	$1,167,490.63
11/1/2030	$23,380,000.00			$680,912.50	$680,912.50
5/1/2031	$23,380,000.00	$500,000.00	5.75%	$680,912.50	$1,180,912.50
11/1/2031	$22,880,000.00			$666,537.50	$666,537.50
5/1/2032	$22,880,000.00	$530,000.00	5.75%	$666,537.50	$1,196,537.50
11/1/2032	$22,350,000.00			$651,300.00	$651,300.00
5/1/2033	$22,350,000.00	$560,000.00	5.75%	$651,300.00	$1,211,300.00
11/1/2033	$21,790,000.00			$635,200.00	$635,200.00
5/1/2034	$21,790,000.00	$595,000.00	5.75%	$635,200.00	$1,230,200.00
11/1/2034	$21,195,000.00			$618,093.75	$618,093.75
5/1/2035	$21,195,000.00	$630,000.00	5.75%	$618,093.75	$1,248,093.75
11/1/2035	$20,565,000.00			$599,981.25	$599,981.25
5/1/2036	$20,565,000.00	$665,000.00	5.75%	$599,981.25	$1,264,981.25
11/1/2036	$19,900,000.00			$580,862.50	$580,862.50
5/1/2037	$19,900,000.00	$705,000.00	5.75%	$580,862.50	$1,285,862.50
11/1/2037	$19,195,000.00			$560,593.75	$560,593.75
5/1/2038	$19,195,000.00	$750,000.00	5.75%	$560,593.75	$1,310,593.75
11/1/2038	$18,445,000.00			$539,031.25	$539,031.25
5/1/2039	$18,445,000.00	$795,000.00	5.75%	$539,031.25	$1,334,031.25
11/1/2039	$17,650,000.00			$516,175.00	$516,175.00
5/1/2040	$17,650,000.00	$840,000.00	5.75%	$516,175.00	$1,356,175.00
11/1/2040	$16,810,000.00			$492,025.00	$492,025.00
5/1/2041	$16,810,000.00	$890,000.00	5.75%	$492,025.00	$1,382,025.00
11/1/2041	$15,920,000.00			$466,437.50	$466,437.50
5/1/2042	$15,920,000.00	$940,000.00	5.75%	$466,437.50	$1,406,437.50
11/1/2042	$14,980,000.00			$439,412.50	$439,412.50
5/1/2043	$14,980,000.00	$1,000,000.00	5.75%	$439,412.50	$1,439,412.50
11/1/2043	$13,980,000.00			$410,662.50	$410,662.50
5/1/2044	$13,980,000.00	$1,060,000.00	5.88%	$410,662.50	$1,470,662.50
11/1/2044	$12,920,000.00			$379,525.00	$379,525.00
5/1/2045	$12,920,000.00	$1,120,000.00	5.88%	$379,525.00	$1,499,525.00
11/1/2045	$11,800,000.00			$346,625.00	$346,625.00
5/1/2046	$11,800,000.00	$1,190,000.00	5.88%	$346,625.00	$1,536,625.00
11/1/2046	$10,610,000.00			$311,668.75	$311,668.75
5/1/2047	$10,610,000.00	$1,260,000.00	5.88%	$311,668.75	$1,571,668.75
11/1/2047	$9,350,000.00			$274,656.25	$274,656.25
5/1/2048	$9,350,000.00	$1,340,000.00	5.88%	$274,656.25	$1,614,656.25
11/1/2048	$8,010,000.00			$235,293.75	$235,293.75
5/1/2049	$8,010,000.00	$1,420,000.00	5.88%	$235,293.75	$1,655,293.75
11/1/2049	$6,590,000.00			$193,581.25	$193,581.25
5/1/2050	$6,590,000.00	$1,505,000.00	5.88%	$193,581.25	$1,698,581.25
11/1/2050	$5,085,000.00			$149,371.88	$149,371.88
5/1/2051	$5,085,000.00	$1,595,000.00	5.88%	$149,371.88	$1,744,371.88
11/1/2051	$3,490,000.00			$102,518.75	$102,518.75
5/1/2052	$3,490,000.00	$1,695,000.00	5.88%	$102,518.75	$1,797,518.75
11/1/2052	$1,795,000.00			$52,728.13	$52,728.13
5/1/2053	$1,795,000.00	$1,795,000.00	5.88%	$52,728.13	$1,847,728.13
		$26,260,000.00		**$29,807,050.01**	**$56,067,050.01**

Two Rivers East

Community Development District

Budget Overview

FY 2027

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments

The District earns interest on its operating accounts.

Special Assessments – CDD Collected/Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Misc. – Assessment Collection Costs

The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Debt Service

Principal Debt Retirement

The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense

The District Pays interest Expenses on the debt twice a year.

Two Rivers East

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs. Fiscal Year 2026

ASSESSMENT ALLOCATION

Assessment Area One - Parcels E-1, E-2, F-1 & F-2										
		General Fund			Debt Service Series 2023			Total Assessments per Unit		
Product	Units	FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change
Single Family 40'	560	$1,300.23	$871.32	$428.91	$1,383.00	$1,383.00	$0.00	$2,683.23	$2,254.32	$428.91
Single Family 50'	446	$1,625.29	$1,089.15	$536.14	$1,729.00	$1,729.00	$0.00	$3,354.29	$2,818.15	$536.14
Single Family 60'	204	$1,950.35	$1,306.98	$643.37	$2,074.00	$2,074.00	$0.00	$4,024.35	$3,380.98	$643.37
	1210									

ASSESSMENT INCREASE ANALYSIS

		Assessment Increase	$250,000.00	
Product		Per Product	Per Unit O&M % Increase	Per Unit O&M $ Increase
Single Family 40'		$104,626.74	0.0%	$0.00
Single Family 50'		$104,159.66	0.0%	$0.00
Single Family 60'		$57,171.04	0.0%	$0.00
Total		$265,957.45	*Collection costs included*	

ASSESSMENT TREND ANALYSIS - GENERAL FUND

FY 2027	FY 2026	FY 2025	FY 2024
$1,300.23	$871.32	$871.32	$228.40
$1,625.29	$1,089.15	$1,089.15	$285.50
$1,950.35	$1,306.98	$1,306.98	$342.61

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0841 **DATE:** 6/16/2026

SUBJECT: Two Rivers North Community Development District Proposed Budget Fiscal Year 2027

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. Two Rivers North CDD Proposed Budget FY2027

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Two Rivers North
Community Development District

FISCAL YEAR 2027

PROPOSED BUDGET

MAY 19, 2026

CLEAR PARTNERSHIPS



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Two Rivers North

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Investments	$0.00	$0.00
Special Assmnts- Tax Collector	$1,500,047.00	$1,595,787.23
Special Assmnts- Discounts	$0.00	-$63,831.49
Other Miscellaneous Revenues	$0.00	$0.00
TOTAL REVENUES	**$1,500,047.00**	**$1,531,955.74**
EXPENDITURES		
Financial and Administrative		
Supervisor Fees	$12,000.00	$12,000.00
Administrative Services	$5,500.00	$5,500.00
District Manager	$25,000.00	$25,000.00
ProfServ-Recording Secretary	$4,500.00	$4,500.00
Accounting Services	$12,000.00	$12,000.00
ProfServ-Dissemination Agent	$5,000.00	$5,000.00
Assessment Roll	$5,000.00	$5,000.00
Rentals & Leases	$1,200.00	$1,200.00
Website Administration	$2,400.00	$2,400.00
ProfServ-Info Technology	$1,200.00	$1,200.00
Field Services	$18,000.00	$32,000.00
District Counsel	$25,000.00	$15,000.00
District Engineer	$9,500.00	$12,500.00
ProfServ-Trustee Fees	$6,500.00	$4,300.00
Meeting Expense	$500.00	$500.00
Misc-Assessment Collection Cost	$0.00	$31,915.74
Auditing Services	$6,000.00	$5,300.00
Postage, Phone, Faxes, Copies	$1,000.00	$500.00
Legal Advertising	$3,500.00	$3,500.00
Bank Fees	$200.00	$0.00
Dues, Licenses, Subscriptions	$175.00	$175.00
Website Compliance	$1,500.00	$1,613.00
Professional Services Tax Collector	$0.00	$1,600.00
DTS - Continuing Disclosure Software Subscription	$0.00	$1,500.00
Arbitrage Reporting	$0.00	$400.00
Total Financial and Administrative	**$145,675.00**	**$184,603.74**
Insurance		
Public Officials Insurance	$2,738.00	$0.00
Insurance -Property & Casualty	$30,244.00	$0.00
Insurance - General Liability	$3,346.00	$0.00
Insurance - Crime	$500.00	$0.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
Insurance Deductible	$2,500.00	$2,500.00
Total Insurance Premium	$0.00	$28,744.00
Total Insurance	**$39,328.00**	**$31,244.00**
Utility Services		
Utility - StreetLights	$190,000.00	$112,000.00
Utility - Electric	$45,000.00	$19,000.00
Utility - Water	$20,000.00	$31,000.00
Utility - Gas	$10,000.00	$4,600.00
Internet & Wifi	$1,800.00	$2,760.00
Total Utility Services	**$266,800.00**	**$169,360.00**
Other Physical Environment		
Aquatic Maintenance	$36,120.00	$36,120.00
Contracts - Landscape	$477,000.00	$477,000.00
R&M-Plant Replacement	$45,000.00	$45,000.00
Landscape - Mulch	$35,000.00	$50,000.00
Landscape - Annuals	$18,000.00	$30,000.00
Irrigation Maintenance	$30,000.00	$30,000.00
Tree Trimming	$10,000.00	$10,000.00
Trail Maintenance	$13,574.00	$25,000.00
Entry & Walls Maintenance	$10,000.00	$25,000.00
R&M-Boundary Walls/Fences/Monuments	$30,000.00	$30,000.00
Landscape- Storm Clean Up & Tree Removal	$35,000.00	$35,000.00
Water Trucks	$0.00	$10,000.00
Total Other Physical Environment	**$757,694.00**	**$803,120.00**
Road and Street Facilities		
Sidewalk & Pavement Repair	$30,000.00	$30,000.00
Total Road and Street Facilities	**$30,000.00**	**$30,000.00**
Parks and Recreation		
Onsite Staff	$87,550.00	$92,000.00
Payroll-Pool Monitors	$24,000.00	$17,000.00
Access Control Maintenance & Repair	$10,000.00	$10,000.00
Security System Monitoring	$12,000.00	$12,000.00
R&M-Security Cameras	$4,000.00	$4,000.00
Amenity Maintenance & Repairs	$20,000.00	$20,000.00
Contracts-Janitorial Services	$20,000.00	$34,000.00
Janitorial Services & Supplies(Dog Stations)	$3,000.00	$5,000.00
Pest Control	$2,400.00	$2,400.00
Contracts-Pool & Spa	$40,000.00	$45,000.00
R&M-Swimming Pool	$6,000.00	$10,000.00
Pool Permits	$600.00	$600.00
Special Events	$10,000.00	$20,000.00
Office Supplies	$1,000.00	$1,000.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
Onsite Maintenance	$0.00	$7,728.00
Playground R&M	$0.00	$2,500.00
Holiday Lights	$0.00	$12,000.00
Pressure Washing	$0.00	$8,400.00
Total Parks and Recreation	**$240,550.00**	**$303,628.00**
Contingency		
Misc-Contingency	$20,000.00	$10,000.00
Total Contingency	**$20,000.00**	**$10,000.00**
TOTAL EXPENDITURES	**$1,500,047.00**	**$1,531,955.74**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$0.00
OTHER FINANCING SOURCES (USES)		
Contribution to (Use of) Fund Balance		$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**
Net change in fund balance		$0.00
FUND BALANCE, BEGINNING	$145,420.00	$217,031.16
FUND BALANCE, ENDING	**$145,420.00**	**$217,031.16**

Two Rivers North

Community Development District

Budget Overview

FY 2027

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Operations & Maintenance Assessments – Tax Collector
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Other Miscellaneous Revenues
Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees
Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

Administrative Services
The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

District Manager
The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

ProfServ – Recording Secretary
Inframark provides recording services with near verbatim minutes.

Accounting Services
Services including the preparation and delivery of the District’s financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

ProfServ – Dissemination Agent
The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Assessment Roll
The district may incur charges for providing services in line with an assessment roll or any records.

Rentals & Leases
The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings

Website Administration
The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

ProfServ – Info Technology
Cost of server maintenance and technical support for CDD-related IT needs.

Field Services
The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

District Counsel
The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

District Engineer
The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

Trustee Fees
The District pays US Bank an annual fee for trustee services on the Series 2022 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Meeting Expense
The district may incur expenses for the cost of meetings including but not limited to renting room space for district board meetings.

Misc. – Assessment Collection Costs
The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Auditing Services
The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies
This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Legal Advertising
The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Bank Fees
This represents the cost of bank charges and other related expenses that are incurred during the year.

Dues, Licenses, Subscriptions
This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Website Compliance
Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Professional Services – Tax Collector
This represents the fees that the District may incur in relation to Tax Collector services.

DTS – Continuing Disclosure Software Subscription
The District may incur charges for obtaining subscriptions for the software for Disclosure Technology.

Arbitrage Reporting
The District is required to annually calculate the arbitrage rebate liability on its Series 2022 bonds.

Insurance

Public Officials Insurance
The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Insurance – Property & Casualty
The District will incur fees to insure items owned by the district for its property needs.

Insurance – General Liability
The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Deductible
District's share of expenses for insured property when a claim is filed.

Utility Services

Utility – Streetlights
Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Utility – Electric
Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Budget Narrative
Fiscal Year 2027

Utility Services (continued)

Utility – Water
The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Utility – Gas
Cost of natural gas for CDD facilities. Regular fuel costs (automobile etc.)

Internet & Wifi
Internet service for clubhouse and other amenity locations.

Other Physical Environment

Aquatics Maintenance
Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Contracts – Landscape
Landscaping company provides maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

R&M – Plant Replacement
Cost of replacing dead or damaged plants throughout the district.

Landscape – Mulch
This is for the cost of mulch installation and services needed throughout the district.

Landscape – Annuals
This is for the cost of annuals installation and services needed throughout the district.

Irrigation Maintenance
Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Tree Trimming
This is for the cost of tree trimming and replacement services needed throughout the district.

Trail Maintenance
Cost of upkeep to bike paths and trails on CDD property.

Entry & Walls Maintenance
Cost of repairs and regular maintenance for entryways, walls, and gates.

R&M – Boundary Walls/Fences/Monuments
Cost of repairs and regular maintenance for walls, fences, and monuments.

Landscape – Storm Clean Up & Tree Removal
This is the cost of cleaning up after a storm and for removal of knocked down trees and other debris.

Water Trucks
Cost of repairs and regular maintenance for Water Trucks.

Budget Narrative
Fiscal Year 2027

Road and Street Facilities

Sidewalk & Pavement Repair
Cost of repairs and regular maintenance to sidewalks and pavements.

Parks and Recreation

Onsite Staff
The district may incur expenses for employees or other staff members needed for recreational facilities such as clubhouse staff.

Payroll – Pool Monitors
Cost of staff members to facilitate pool safety services.

Access Control Maintenance & Repair
Cost of repairs and maintenance to electronic locks, gates, and other security fixtures.

Security System Monitoring
Cost of CDD security personnel and equipment.

R&M – Security Cameras
Cost of repairs and maintenance of security cameras within CDD property.

Amenity Maintenance & Repairs
Cost of repairs and regular maintenance of CDD amenities.

Contracts – Janitorial Services
Cost of janitorial labor for CDD Facilities.

Janitorial Services & Supplies (Dog Stations)
Cost of janitorial supplies for CDD Facilities along with the cost of cleaning and resupplying dog waste stations.

Pest Control
Cost of exterminator and pesticides at CDD amenities and facilities.

Contracts – Pool & Spa
Cost of Maintenance for CDD pool facilities.

R&M – Swimming Pool
Cost of chemical pool treatments and similar such maintenance.

Pool Permits
Cost of permits required for CDD pool and spa operation as required by law.

Special Events
Cost of holiday celebrations and events hosted on CDD property.

Office Supplies
Cost of supplies for clubhouse clerical duties (pens, paper, ink, etc.)

Onsite Maintenance
Cost of upkeep and repairs to all parks and recreational facilities in the CDD.

Budget Narrative
Fiscal Year 2027

Parks and Recreation (continued)

Playground R&M
Cost of acquisition and upkeep of playground equipment for CDD parks.

Holiday Lights
Cost of decorations and lights for major holidays (i.e., Christmas)

Pressure Washing
Cost of pressure washing services throughout the CDD property.

Contingency

Misc. – Contingency
Funds set aside for projects, as determined by the district's board.

Two Rivers North

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2022 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Investments	$0.00	$0.00
Special Assmnts- Tax Collector	$0.00	$1,295,745.32
Special Assmnts- Discounts	$0.00	-$51,829.81
TOTAL REVENUES	**$1,215,334.00**	**$1,243,915.51**
EXPENDITURES		
Administrative		
Misc-Assessment Collection Cost	$0.00	$25,914.91
Total Administrative	**$0.00**	**$25,914.91**
Debt Service		
Principal Debt Retirement	$315,000.00	$330,000.00
Interest Expense	$900,334.00	$893,050.00
Total Debt Service	**$1,215,334.00**	**$1,223,050.00**
TOTAL EXPENDITURES	**$1,215,334.00**	**$1,223,050.00**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$20,865.51
OTHER FINANCING SOURCES (USES)		
Contribution to (Use of) Fund Balance		$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**
Net change in fund balance		$20,865.51
FUND BALANCE, BEGINNING		$1,194,910.00
FUND BALANCE, ENDING	**$0.00**	**$1,215,775.51**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT		
	11/1/2024	11/1/2027
Series 2022 Bonds	$17,935,000.00	$16,990,000.00

Series 2022, Special Assessment Bonds

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Annual Debt Service
11/1/2022	$18,495,000.00			$428,958.84	$428,958.84
5/1/2023	$18,495,000.00	$275,000.00	4.625%	$473,696.88	$748,696.88
11/1/2023	$18,220,000.00	$0.00		$467,337.50	$467,337.50
5/1/2024	$18,220,000.00	$285,000.00	4.625%	$467,337.50	$752,337.50
11/1/2024	$17,935,000.00	$0.00		$460,746.88	$460,746.88
5/1/2025	$17,935,000.00	$300,000.00	4.625%	$460,746.88	$760,746.88
11/1/2025	$17,635,000.00	$0.00		$453,809.38	$453,809.38
5/1/2026	$17,635,000.00	$315,000.00	4.625%	$453,809.38	$768,809.38
11/1/2026	$17,320,000.00	$0.00		$446,525.00	$446,525.00
5/1/2027	$17,320,000.00	$330,000.00	4.625%	$446,525.00	$776,525.00
11/1/2027	$16,990,000.00	$0.00		$438,893.75	$438,893.75
5/1/2028	$16,990,000.00	$345,000.00	4.875%	$438,893.75	$783,893.75
11/1/2028	$16,645,000.00	$0.00		$430,484.38	$430,484.38
5/1/2029	$16,645,000.00	$365,000.00	4.875%	$430,484.38	$795,484.38
11/1/2029	$16,280,000.00	$0.00		$421,587.50	$421,587.50
5/1/2030	$16,280,000.00	$380,000.00	4.875%	$421,587.50	$801,587.50
11/1/2030	$15,900,000.00	$0.00		$412,325.00	$412,325.00
5/1/2031	$15,900,000.00	$400,000.00	4.875%	$412,325.00	$812,325.00
11/1/2031	$15,500,000.00	$0.00		$402,575.00	$402,575.00
5/1/2032	$15,500,000.00	$420,000.00	4.875%	$402,575.00	$822,575.00
11/1/2032	$15,080,000.00	$0.00		$392,337.50	$392,337.50
5/1/2033	$15,080,000.00	$440,000.00	5.125%	$392,337.50	$832,337.50
11/1/2033	$14,640,000.00	$0.00		$381,062.50	$381,062.50
5/1/2034	$14,640,000.00	$465,000.00	5.125%	$381,062.50	$846,062.50
11/1/2034	$14,175,000.00	$0.00		$369,146.88	$369,146.88
5/1/2035	$14,175,000.00	$490,000.00	5.125%	$369,146.88	$859,146.88
11/1/2035	$13,685,000.00	$0.00		$356,590.63	$356,590.63
5/1/2036	$13,685,000.00	$515,000.00	5.125%	$356,590.63	$871,590.63
11/1/2036	$13,170,000.00	$0.00		$343,393.75	$343,393.75
5/1/2037	$13,170,000.00	$540,000.00	5.125%	$343,393.75	$883,393.75
11/1/2037	$12,630,000.00	$0.00		$329,556.25	$329,556.25
5/1/2038	$12,630,000.00	$570,000.00	5.125%	$329,556.25	$899,556.25
11/1/2038	$12,060,000.00	$0.00		$314,950.00	$314,950.00
5/1/2039	$12,060,000.00	$600,000.00	5.125%	$314,950.00	$914,950.00
11/1/2039	$11,460,000.00	$0.00		$299,575.00	$299,575.00
5/1/2040	$11,460,000.00	$635,000.00	5.125%	$299,575.00	$934,575.00
11/1/2040	$10,825,000.00	$0.00		$283,303.13	$283,303.13
5/1/2041	$10,825,000.00	$665,000.00	5.125%	$283,303.13	$948,303.13
11/1/2041	$10,160,000.00	$0.00		$266,262.50	$266,262.50
5/1/2042	$10,160,000.00	$700,000.00	5.125%	$266,262.50	$966,262.50
11/1/2042	$9,460,000.00	$0.00		$248,325.00	$248,325.00
5/1/2043	$9,460,000.00	$740,000.00	5.250%	$248,325.00	$988,325.00
11/1/2043	$8,720,000.00	$0.00		$228,900.00	$228,900.00
5/1/2044	$8,720,000.00	$780,000.00	5.250%	$228,900.00	$1,008,900.00
11/1/2044	$7,940,000.00	$0.00		$208,425.00	$208,425.00
5/1/2045	$7,940,000.00	$820,000.00	5.250%	$208,425.00	$1,028,425.00
11/1/2045	$7,120,000.00	$0.00		$186,900.00	$186,900.00
5/1/2046	$7,120,000.00	$865,000.00	5.250%	$186,900.00	$1,051,900.00
11/1/2046	$6,255,000.00	$0.00		$164,193.75	$164,193.75
5/1/2047	$6,255,000.00	$910,000.00	5.250%	$164,193.75	$1,074,193.75
11/1/2047	$5,345,000.00	$0.00		$140,306.25	$140,306.25
5/1/2048	$5,345,000.00	$960,000.00	5.250%	$140,306.25	$1,100,306.25
11/1/2048	$4,385,000.00	$0.00		$115,106.25	$115,106.25
5/1/2049	$4,385,000.00	$1,010,000.00	5.250%	$115,106.25	$1,125,106.25
11/1/2049	$3,375,000.00	$0.00		$88,593.75	$88,593.75
5/1/2050	$3,375,000.00	$1,065,000.00	5.250%	$88,593.75	$1,153,593.75
11/1/2050	$2,310,000.00	$0.00		$60,637.50	$60,637.50
5/1/2051	$2,310,000.00	$1,125,000.00	5.250%	$60,637.50	$1,185,637.50
11/1/2051	$1,185,000.00	$0.00		$31,106.25	$31,106.25
5/1/2052	$1,185,000.00	$1,185,000.00	5.250%	$31,106.25	$1,216,106.25
Total		**$18,495,000.00**		**$18,388,568.28**	**$36,883,568.28**

Two Rivers North

Community Development District

Budget Overview

FY 2027

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Misc. – Assessment Collection Costs

The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Debt Service

Principal Debt Retirement

The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense

The District Pays interest Expenses on the debt twice a year.

Two Rivers North

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs. Fiscal Year 2026

ASSESSMENT ALLOCATION

Assessment Area One										
		O&M Assessment			Debt Service Series 2022			Total Assessments per Unit		
Product	OM Units	FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change
SF 40'	555	$1,572.20	$1,572.21	-$0.01	$1,276.60	$1,276.60	$0.00	$2,848.80	$2,848.81	-$0.01
SF 50'	368	$1,965.26	$1,965.26	$0.00	$1,595.74	$1,595.74	$0.00	$3,561.00	$3,561.00	$0.00
	923									

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0842 **DATE:** 6/16/2026

SUBJECT: Two Rivers West Community Development District Proposed Budget Fiscal Year 2027

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. Two Rivers West CDD Proposed Budget FY2027

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Two Rivers West
Community Development District

FISCAL YEAR 2027

PROPOSED BUDGET

MAY 19, 2026

CLEAR PARTNERSHIPS



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Two Rivers West

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Investments	$0.00	$0.00
Special Assmnts- Tax Collector	$0.00	$3,387,726.71
Special Assmnts- Discounts	$0.00	-$135,509.07
Special Assmnts- CDD Collected	$3,157,059.00	$1,595,552.89
Other Miscellaneous Revenues	$0.00	$0.00
TOTAL REVENUES	**$3,157,059.00**	**$4,847,770.53**
EXPENDITURES		
Administrative		
Supervisor Fees	$12,000.00	$12,000.00
ProfServ - District Management	$25,000.00	$25,000.00
ProfServ - Field Management	$16,000.00	$64,000.00
ProfServ - Administration	$4,500.00	$4,500.00
ProfServ - Recording Secretary	$2,400.00	$2,400.00
ProfServ - Construction Accounting	$6,000.00	$6,000.00
Profserv - Financial/Revenue Collections	$5,000.00	$5,000.00
Profserv - Rental and Leases	$600.00	$600.00
ProfServ - Technology Data Storage	$600.00	$600.00
Profserv - Accounting Services	$9,000.00	$9,000.00
ProfServ - Dissemination Agent/Reporting	$5,000.00	$20,000.00
Profserv - Website Admin Services	$1,200.00	$1,200.00
District Engineer	$12,500.00	$15,000.00
District Counsel	$15,000.00	$35,000.00
Trustee Fees	$6,500.00	$13,000.00
Auditing Services	$6,000.00	$8,200.00
Postage, Phone, Faxes, Copies	$500.00	$500.00
Legal Advertising	$3,500.00	$3,500.00
Dues, Licenses, Subscriptions	$175.00	$175.00
Website ADA Compliance	$1,600.00	$1,613.00
Meeting Expense	$500.00	$500.00
Loan Interest Expense	$21,000.00	$21,000.00
Loan Repayment	$100,000.00	$100,000.00
Misc-Assessment Collection Cost	$0.00	$67,754.53
DTS - Continuing Disclosure Software Subscriptio	$0.00	$5,000.00
Arbitrage Reporting	$0.00	$1,200.00
Total Administrative	**$254,575.00**	**$422,742.53**
Insurance		
General Liability	$3,846.00	$0.00
Public Officials Insurance	$2,738.00	$0.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
Property & Casualty Insurance	$30,000.00	$0.00
Deductible	$2,500.00	$2,500.00
Total Insurance	$0.00	$35,000.00
Total Insurance	**$39,084.00**	**$37,500.00**
Utility Services		
Electric Utility Services	$500,000.00	$600,000.00
Water/Waste	$85,000.00	$150,000.00
Total Utility Services	**$585,000.00**	**$750,000.00**
Other Physical Environment		
Landscape Maintenance - Contract	$1,800,000.00	$2,700,000.00
Landscaping - Mulch	$100,000.00	$100,000.00
Landscaping - Annuals	$24,000.00	$24,000.00
Landscaping - Plant Replacement Program	$100,000.00	$150,000.00
Irrigation Maintenance & Repairs	$60,000.00	$60,000.00
Aquatics - Contract	$157,000.00	$157,000.00
Dog Station Service & Supplies	$2,400.00	$2,600.00
Storm Cleanup Contingency	$35,000.00	$50,000.00
Tree Trimming	$0.00	$30,000.00
Trail Maintenance	$0.00	$25,000.00
R&M-Boundary Walls/Fences/Monuments	$0.00	$20,000.00
Wildlife Management Service	$0.00	$16,200.00
Erosion Repair	$0.00	$15,000.00
Pressure Washing	$0.00	$30,000.00
Windmill R&M	$0.00	$25,000.00
Holiday Lights	$0.00	$25,000.00
TECO easement maintenance	$0.00	$70,000.00
Onsite Maintenance	$0.00	$7,728.00
Water Trucks	$0.00	$30,000.00
Well Installation	$0.00	$100,000.00
Total Landscape and Pond Maintenance	**$2,278,400.00**	**$3,637,528.00**
TOTAL EXPENDITURES	**$3,157,059.00**	**$4,847,770.53**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$0.00
OTHER FINANCING SOURCES (USES)		
Contribution to (Use of) Fund Balance		$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**
Net change in fund balance		$0.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
FUND BALANCE, BEGINNING	-$303,551.00	$2,394,274.42
FUND BALANCE, ENDING	**-$303,551.00**	**$2,394,274.42**

Two Rivers West

Community Development District

Budget Overview

FY 2027

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Operations & Maintenance Assessments – CDD Collected/Tax Collector
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Other Miscellaneous Revenues
Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees
Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

ProfServ – District Management
The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

ProfServ – Field Management
The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

ProfServ – Administration
The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

ProfServ – Recording Secretary
Inframark provides recording services with near verbatim minutes.

ProfServ – Construction Accounting
Accounting services as described within the Accounting Services but specifically regarding construction.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

ProfServ – Financial/Revenue Collections

Service includes all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

ProfServ – Rentals and Leases

The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

ProfServ – Technology Data Storage

Cost of server maintenance and technical support for CDD related IT needs.

ProfServ – Accounting Services

Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

ProfServ – Dissemination Agent/Reporting

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

ProfServ – Website Admin Services

The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

District Engineer

The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Legal Advertising
The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Dues, Licenses, Subscriptions
This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Website ADA Compliance
Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Meeting Expense
The district may incur expenses for the cost of meetings including but not limited to renting room space for district board meetings.

Loan Interest Expense
The district may incur interest expenses for the loan that was taken out.

Loan Repayment
The district is making payments on the loan that was taken out.

Miscellaneous-Assessment Collection Costs
The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

DTS – Continuing Disclosure Software Subscription
The District may incur charges for obtaining subscriptions for the software for Disclosure Technology.

Arbitrage Reporting
The district is required to annually calculate the arbitrage rebate liability on the Series 2023 bonds.

Insurance

General Liability
The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance
The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Property & Casualty Insurance
The District will incur fees to insure items owned by the district for its property needs.

Deductible
District's share of expenses for insured property when a claim is filed.

Budget Narrative
Fiscal Year 2027

Utility Services

Electric Utility Services
Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Water/Waste
The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Other Physical Environment

Landscape Maintenance - Contract
Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Landscaping – Mulch
This is for the cost of mulch installation and services needed throughout the District.

Landscaping – Annuals
This is for the cost of annuals installation and services needed throughout the District.

Landscaping – Plant Replacement Program
Cost of replacing dead or damaged plants throughout the district.

Irrigation Maintenance & Repairs
Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Aquatics – Contract
Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Dog Station Service & Supplies
Cost of cleaning and resupplying dog waste stations.

Storm Cleanup Contingency
This is the cost of cleaning up after a storm and for the removal of knocked down trees and other debris.

Tree Trimming
This is the cost of tree trimming and replacement services needed throughout the District.

Trail Maintenance
Cost of upkeep to bike paths and trails on CDD property.

R&M – Boundary Walls/Fences/Monuments
Cost of repairs and regular maintenance for entryways, walls, fences, and monuments.

Wildlife Management Service
Management of wildlife on district property.

Erosion Repair
Cost of repairs and regular maintenance for erosion throughout the district.

Pressure Washing
Cost of pressure washing services throughout CDD property.

Budget Narrative
Fiscal Year 2027

Other Physical Environment (continued)

Windmill R&M
Cost of maintenance and repairs for the windmill on CDD property.

Holiday Lights
Cost of decorations and lights for major holidays (i.e., Christmas)

TECO Easement Maintenance
This is for the cost of the landscape maintenance of the TECO easement on CDD property.

Onsite Maintenance
Cost of upkeep and repairs to all parks and recreational facilities throughout CDD property.

Water Trucks
Cost of repairs and regular maintenance of Water Trucks.

Well Installation
Cost of the installation of wells throughout CDD property.

Two Rivers West

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2022 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Investments	$0.00	$0.00
Special Assmnts- Tax Collector	$0.00	$1,535,385.37
Special Assmnts- CDD Collected	$1,439,688.00	$1,624.56
Special Assmnts- Discounts	$0.00	-$61,415.41
TOTAL REVENUES	**$1,439,688.00**	**$1,475,594.52**
EXPENDITURES		
Administration		
Misc-Assessment Collection Cost	$0.00	$30,707.71
Total Administration	**$0.00**	**$30,707.71**
Debt Service		
Principal Debt Retirement	$80,000.00	$300,000.00
Interest Expense	$671,532.00	$1,146,962.50
Total Debt Service	**$751,532.00**	**$1,446,962.50**
TOTAL EXPENDITURES	**$751,532.00**	**$1,477,670.21**
Excess (deficiency) of revenues Over (under) expenditures	$688,156.00	-$2,075.69
OTHER FINANCING SOURCES (USES)		
Contribution to (Use of) Fund Balance		$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**
Net change in fund balance		-$2,075.69
FUND BALANCE, BEGINNING	$0.00	$1,690,394.00
FUND BALANCE, ENDING	**$0.00**	**$1,688,318.31**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT		
	11/1/2024	**11/1/2027**
Series 2022 Bonds	$19,495,000.00	$18,640,000.00

Special Assessment Bonds, Series 2022 (Series 2022 Project)

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Annual Debt Service
5/1/2023	$19,750,000.00			$472,490.87	$472,490.87
11/1/2023	$19,750,000.00			$594,743.75	$594,743.75
5/1/2024	$19,750,000.00	$255,000.00	5.250%	$594,743.75	$849,743.75
11/1/2024	$19,495,000.00			$588,050.00	$588,050.00
5/1/2025	$19,495,000.00	$270,000.00	5.250%	$588,050.00	$858,050.00
11/1/2025	$19,225,000.00			$580,962.50	$580,962.50
5/1/2026	$19,225,000.00	$285,000.00	5.250%	$580,962.50	$865,962.50
11/1/2026	$18,940,000.00			$573,481.25	$573,481.25
5/1/2027	$18,940,000.00	$300,000.00	5.250%	$573,481.25	$873,481.25
11/1/2027	$18,640,000.00			$565,606.25	$565,606.25
5/1/2028	$18,640,000.00	$315,000.00	5.250%	$565,606.25	$880,606.25
11/1/2028	$18,325,000.00			$557,337.50	$557,337.50
5/1/2029	$18,325,000.00	$330,000.00	5.375%	$557,337.50	$887,337.50
11/1/2029	$17,995,000.00			$548,468.75	$548,468.75
5/1/2030	$17,995,000.00	$350,000.00	5.375%	$548,468.75	$898,468.75
11/1/2030	$17,645,000.00			$539,062.50	$539,062.50
5/1/2031	$17,645,000.00	$370,000.00	5.375%	$539,062.50	$909,062.50
11/1/2031	$17,275,000.00			$529,118.75	$529,118.75
5/1/2032	$17,275,000.00	$390,000.00	5.375%	$529,118.75	$919,118.75
11/1/2032	$16,885,000.00			$518,637.50	$518,637.50
5/1/2033	$16,885,000.00	$410,000.00	5.375%	$518,637.50	$928,637.50
11/1/2033	$16,475,000.00			$507,618.75	$507,618.75
5/1/2034	$16,475,000.00	$435,000.00	6.000%	$507,618.75	$942,618.75
11/1/2034	$16,040,000.00			$494,568.75	$494,568.75
5/1/2035	$16,040,000.00	$460,000.00	6.000%	$494,568.75	$954,568.75
11/1/2035	$15,580,000.00			$480,768.75	$480,768.75
5/1/2036	$15,580,000.00	$490,000.00	6.000%	$480,768.75	$970,768.75
11/1/2036	$15,090,000.00			$466,068.75	$466,068.75
5/1/2037	$15,090,000.00	$520,000.00	6.000%	$466,068.75	$986,068.75
11/1/2037	$14,570,000.00			$450,468.75	$450,468.75
5/1/2038	$14,570,000.00	$555,000.00	6.000%	$450,468.75	$1,005,468.75
11/1/2038	$14,015,000.00			$433,818.75	$433,818.75
5/1/2039	$14,015,000.00	$585,000.00	6.000%	$433,818.75	$1,018,818.75
11/1/2039	$13,430,000.00			$416,268.75	$416,268.75
5/1/2040	$13,430,000.00	$625,000.00	6.000%	$416,268.75	$1,041,268.75
11/1/2040	$12,805,000.00			$397,518.75	$397,518.75
5/1/2041	$12,805,000.00	$660,000.00	6.000%	$397,518.75	$1,057,518.75
11/1/2041	$12,145,000.00			$377,718.75	$377,718.75
5/1/2042	$12,145,000.00	$705,000.00	6.000%	$377,718.75	$1,082,718.75
11/1/2042	$11,440,000.00			$356,568.75	$356,568.75
5/1/2043	$11,440,000.00	$745,000.00	6.000%	$356,568.75	$1,101,568.75
11/1/2043	$10,695,000.00			$334,218.75	$334,218.75
5/1/2044	$10,695,000.00	$795,000.00	6.250%	$334,218.75	$1,129,218.75
11/1/2044	$9,900,000.00			$309,375.00	$309,375.00
5/1/2045	$9,900,000.00	$845,000.00	6.250%	$309,375.00	$1,154,375.00
11/1/2045	$9,055,000.00			$282,968.75	$282,968.75
5/1/2046	$9,055,000.00	$900,000.00	6.250%	$282,968.75	$1,182,968.75
11/1/2046	$8,155,000.00			$254,843.75	$254,843.75
5/1/2047	$8,155,000.00	$960,000.00	6.250%	$254,843.75	$1,214,843.75
11/1/2047	$7,195,000.00			$224,843.75	$224,843.75
5/1/2048	$7,195,000.00	$1,020,000.00	6.250%	$224,843.75	$1,244,843.75
11/1/2048	$6,175,000.00			$192,968.75	$192,968.75
5/1/2049	$6,175,000.00	$1,085,000.00	6.250%	$192,968.75	$1,277,968.75
11/1/2049	$5,090,000.00			$159,062.50	$159,062.50
5/1/2050	$5,090,000.00	$1,155,000.00	6.250%	$159,062.50	$1,314,062.50
11/1/2050	$3,935,000.00			$122,968.75	$122,968.75
5/1/2051	$3,935,000.00	$1,230,000.00	6.250%	$122,968.75	$1,352,968.75
11/1/2051	$2,705,000.00			$84,531.25	$84,531.25
5/1/2052	$2,705,000.00	$1,310,000.00	6.250%	$84,531.25	$1,394,531.25
11/1/2052	$1,395,000.00			$43,593.75	$43,593.75
5/1/2053	$1,395,000.00	$1,395,000.00	6.250%	$43,593.75	$1,438,593.75
		$19,750,000.00		**$24,444,953.37**	**$44,194,953.37**

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2023 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Investments	$0.00	$0.00
Special Assmnts- Tax Collector	$0.00	$824,723.07
Special Assmnts- CDD Collected	$0.00	$55,884.94
Special Assmnts- Discounts	$0.00	-$32,988.92
TOTAL REVENUES	**$0.00**	**$847,619.08**
EXPENDITURES		
Administration		
Misc-Assessment Collection Cost	$0.00	$16,494.46
Total Administration	**$0.00**	**$16,494.46**
Debt Service		
Principal Debt Retirement	$0.00	$175,000.00
Interest Expense	$0.00	$657,053.13
Total Debt Service	**$0.00**	**$832,053.13**
TOTAL EXPENDITURES	**$0.00**	**$848,547.59**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	-$928.51
OTHER FINANCING SOURCES (USES)		
Contribution to (Use of) Fund Balance		$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**
Net change in fund balance		-$928.51
FUND BALANCE, BEGINNING		$480,199.00
FUND BALANCE, ENDING	**$0.00**	**$479,270.49**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT		
	11/1/2024	**11/1/2027**
Series 2023 Bonds	$11,270,000.00	$10,865,000.00

Special Assessment Bonds, Series 2023 (Series 2023 Project)

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Debt Service
5/1/2024	$11,270,000.00			$411,632.99	$411,632.99
11/1/2024	$11,270,000.00	$80,000.00	5.125%	$336,790.63	$416,790.63
5/1/2025	$11,190,000.00			$334,740.63	$334,740.63
11/1/2025	$11,190,000.00	$160,000.00	5.125%	$334,740.63	$494,740.63
5/1/2026	$11,030,000.00			$330,640.63	$330,640.63
11/1/2026	$11,030,000.00	$165,000.00	5.125%	$330,640.63	$495,640.63
5/1/2027	$10,865,000.00			$326,412.50	$326,412.50
11/1/2027	$10,865,000.00	$175,000.00	5.125%	$326,412.50	$501,412.50
5/1/2028	$10,690,000.00			$321,928.13	$321,928.13
11/1/2028	$10,690,000.00	$185,000.00	5.125%	$321,928.13	$506,928.13
5/1/2029	$10,505,000.00			$317,187.50	$317,187.50
11/1/2029	$10,505,000.00	$195,000.00	5.125%	$317,187.50	$512,187.50
5/1/2030	$10,310,000.00			$312,190.63	$312,190.63
11/1/2030	$10,310,000.00	$205,000.00	5.125%	$312,190.63	$517,190.63
5/1/2031	$10,105,000.00			$306,937.50	$306,937.50
11/1/2031	$10,105,000.00	$215,000.00	6.000%	$306,937.50	$521,937.50
5/1/2032	$9,890,000.00			$300,487.50	$300,487.50
11/1/2032	$9,890,000.00	$230,000.00	6.000%	$300,487.50	$530,487.50
5/1/2033	$9,660,000.00			$293,587.50	$293,587.50
11/1/2033	$9,660,000.00	$240,000.00	6.000%	$293,587.50	$533,587.50
5/1/2034	$9,420,000.00			$286,387.50	$286,387.50
11/1/2034	$9,420,000.00	$255,000.00	6.000%	$286,387.50	$541,387.50
5/1/2035	$9,165,000.00			$278,737.50	$278,737.50
11/1/2035	$9,165,000.00	$270,000.00	6.000%	$278,737.50	$548,737.50
5/1/2036	$8,895,000.00			$270,637.50	$270,637.50
11/1/2036	$8,895,000.00	$285,000.00	6.000%	$270,637.50	$555,637.50
5/1/2037	$8,610,000.00			$262,087.50	$262,087.50
11/1/2037	$8,610,000.00	$305,000.00	6.000%	$262,087.50	$567,087.50
5/1/2038	$8,305,000.00			$252,937.50	$252,937.50
11/1/2038	$8,305,000.00	$325,000.00	6.000%	$252,937.50	$577,937.50
5/1/2039	$7,980,000.00			$243,187.50	$243,187.50
11/1/2039	$7,980,000.00	$340,000.00	6.000%	$243,187.50	$583,187.50
5/1/2040	$7,640,000.00			$232,987.50	$232,987.50
11/1/2040	$7,640,000.00	$360,000.00	6.000%	$232,987.50	$592,987.50
5/1/2041	$7,280,000.00			$222,187.50	$222,187.50
11/1/2041	$7,280,000.00	$385,000.00	6.000%	$222,187.50	$607,187.50
5/1/2042	$6,895,000.00			$210,637.50	$210,637.50
11/1/2042	$6,895,000.00	$405,000.00	6.000%	$210,637.50	$615,637.50
5/1/2043	$6,490,000.00			$198,487.50	$198,487.50
11/1/2043	$6,490,000.00	$430,000.00	6.000%	$198,487.50	$628,487.50
5/1/2044	$6,060,000.00			$185,587.50	$185,587.50
11/1/2044	$6,060,000.00	$455,000.00	6.125%	$185,587.50	$640,587.50
5/1/2045	$5,605,000.00			$171,653.13	$171,653.13
11/1/2045	$5,605,000.00	$485,000.00	6.125%	$171,653.13	$656,653.13
5/1/2046	$5,120,000.00			$156,800.00	$156,800.00
11/1/2046	$5,120,000.00	$515,000.00	6.125%	$156,800.00	$671,800.00
5/1/2047	$4,605,000.00			$141,028.13	$141,028.13
11/1/2047	$4,605,000.00	$545,000.00	6.125%	$141,028.13	$686,028.13
5/1/2048	$4,060,000.00			$124,337.50	$124,337.50
11/1/2048	$4,060,000.00	$580,000.00	6.125%	$124,337.50	$704,337.50
5/1/2049	$3,480,000.00			$106,575.00	$106,575.00
11/1/2049	$3,480,000.00	$615,000.00	6.125%	$106,575.00	$721,575.00
5/1/2050	$2,865,000.00			$87,740.63	$87,740.63
11/1/2050	$2,865,000.00	$655,000.00	6.125%	$87,740.63	$742,740.63
5/1/2051	$2,210,000.00			$67,681.25	$67,681.25
11/1/2051	$2,210,000.00	$695,000.00	6.125%	$67,681.25	$762,681.25
5/1/2052	$1,515,000.00			$46,396.88	$46,396.88
11/1/2052	$1,515,000.00	$735,000.00	6.125%	$46,396.88	$781,396.88
5/1/2053	$780,000.00			$23,887.50	$23,887.50
11/1/2053	$780,000.00	$780,000.00	6.125%	$23,887.50	$803,887.50
		$11,270,000.00		**$13,576,573.70**	**$24,846,573.70**

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2024 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Investments	$0.00	$0.00
Special Assmnts- Tax Collector	$0.00	$378,499.34
Special Assmnts- CDD Collected	$0.00	$927,001.87
Special Assmnts- Discounts	$0.00	-$15,139.97
TOTAL REVENUES	**$0.00**	**$1,290,361.24**
EXPENDITURES		
Administration		
Misc-Assessment Collection Cost	$0.00	$7,569.99
Total Administration	**$0.00**	**$7,569.99**
Debt Service		
Principal Debt Retirement	$0.00	$275,000.00
Interest Expense	$0.00	$1,011,086.26
Total Debt Service	**$0.00**	**$1,286,086.26**
TOTAL EXPENDITURES	**$0.00**	**$1,293,656.25**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	-$3,295.01
OTHER FINANCING SOURCES (USES)		
Contribution to (Use of) Fund Balance		$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**
Net change in fund balance		-$3,295.01
FUND BALANCE, BEGINNING		$130,747.00
FUND BALANCE, ENDING	**$0.00**	**$127,451.99**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT		
	11/1/2024	**11/1/2027**
Series 2024 Bonds	$18,285,000.00	$17,495,000.00

Special Assessment Bonds, Series 2024

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Outstanding Balance
11/1/2024			$460,411.67	$460,411.67	$460,411.67	$18,285,000.00
5/1/2025	$250,000.00		$514,963.13	$764,963.13		$18,035,000.00
11/1/2025			$514,963.13	$514,963.13	$1,279,926.26	$18,035,000.00
5/1/2026	$265,000.00	2.600%	$508,783.13	$773,783.13		$17,770,000.00
11/1/2026			$508,783.13	$508,783.13	$1,282,566.26	$17,770,000.00
5/1/2027	$275,000.00	2.600%	$502,303.13	$777,303.13		$17,495,000.00
11/1/2027			$502,303.13	$502,303.13	$1,279,606.26	$17,495,000.00
5/1/2028	$290,000.00	2.600%	$495,523.13	$785,523.13		$17,205,000.00
11/1/2028			$495,523.13	$495,523.13	$1,281,046.26	$17,205,000.00
5/1/2029	$305,000.00	2.600%	$488,383.13	$793,383.13		$16,900,000.00
11/1/2029			$488,383.13	$488,383.13	$1,281,766.26	$16,900,000.00
5/1/2030	$320,000.00	3.125%	$480,883.13	$800,883.13		$16,580,000.00
11/1/2030			$480,883.13	$480,883.13	$1,281,766.26	$16,580,000.00
5/1/2031	$335,000.00	3.125%	$473,023.13	$808,023.13		$16,245,000.00
11/1/2031			$473,023.13	$473,023.13	$1,281,046.26	$16,245,000.00
5/1/2032	$350,000.00	3.125%	$464,081.26	$814,081.26		$15,895,000.00
11/1/2032			$464,081.26	$464,081.26	$1,278,162.51	$15,895,000.00
5/1/2033	$375,000.00	3.125%	$453,885.94	$828,885.94		$15,520,000.00
11/1/2033			$453,885.94	$453,885.94	$1,282,771.88	$15,520,000.00
5/1/2034	$395,000.00	3.125%	$443,057.82	$838,057.82		$15,125,000.00
11/1/2034			$443,057.82	$443,057.82	$1,281,115.63	$15,125,000.00
5/1/2035	$415,000.00	3.625%	$431,667.19	$846,667.19		$14,710,000.00
11/1/2035			$431,667.19	$431,667.19	$1,278,334.38	$14,710,000.00
5/1/2036	$440,000.00	3.625%	$419,643.75	$859,643.75		$14,270,000.00
11/1/2036			$419,643.75	$419,643.75	$1,279,287.50	$14,270,000.00
5/1/2037	$465,000.00	3.625%	$406,917.19	$871,917.19		$13,805,000.00
11/1/2037			$406,917.19	$406,917.19	$1,278,834.38	$13,805,000.00
5/1/2038	$495,000.00	3.625%	$393,417.19	$888,417.19		$13,310,000.00
11/1/2038			$393,417.19	$393,417.19	$1,281,834.38	$13,310,000.00
5/1/2039	$520,000.00	3.625%	$379,143.75	$899,143.75		$12,790,000.00
11/1/2039			$379,143.75	$379,143.75	$1,278,287.50	$12,790,000.00
5/1/2040	$550,000.00	3.625%	$364,096.88	$914,096.88		$12,240,000.00
11/1/2040			$364,096.88	$364,096.88	$1,278,193.75	$12,240,000.00
5/1/2041	$585,000.00	3.625%	$348,135.94	$933,135.94		$11,655,000.00
11/1/2041			$348,135.94	$348,135.94	$1,281,271.88	$11,655,000.00
5/1/2042	$620,000.00	3.625%	$331,190.63	$951,190.63		$11,035,000.00
11/1/2042			$331,190.63	$331,190.63	$1,282,381.26	$11,035,000.00
5/1/2043	$655,000.00	3.625%	$313,260.94	$968,260.94		$10,380,000.00
11/1/2043			$313,260.94	$313,260.94	$1,281,521.88	$10,380,000.00
5/1/2044	$690,000.00	3.625%	$294,346.88	$984,346.88		$9,690,000.00
11/1/2044			$294,346.88	$294,346.88	$1,278,693.75	$9,690,000.00
5/1/2045	$735,000.00	4.000%	$273,848.44	$1,008,848.44		$8,955,000.00
11/1/2045			$273,848.44	$273,848.44	$1,282,696.88	$8,955,000.00
5/1/2046	$775,000.00	4.000%	$251,670.32	$1,026,670.32		$8,180,000.00
11/1/2046			$251,670.32	$251,670.32	$1,278,340.63	$8,180,000.00
5/1/2047	$825,000.00	4.000%	$228,170.32	$1,053,170.32		$7,355,000.00
11/1/2047			$228,170.32	$228,170.32	$1,281,340.63	$7,355,000.00
5/1/2048	$875,000.00	4.000%	$203,201.57	$1,078,201.57		$6,480,000.00
11/1/2048			$203,201.57	$203,201.57	$1,281,403.13	$6,480,000.00
5/1/2049	$925,000.00	4.000%	$176,764.07	$1,101,764.07		$5,555,000.00
11/1/2049			$176,764.07	$176,764.07	$1,278,528.13	$5,555,000.00
5/1/2050	$985,000.00	4.000%	$148,710.94	$1,133,710.94		$4,570,000.00
11/1/2050			$148,710.94	$148,710.94	$1,282,421.88	$4,570,000.00
5/1/2051	$1,045,000.00	4.000%	$118,895.32	$1,163,895.32		$3,525,000.00
11/1/2051			$118,895.32	$118,895.32	$1,282,790.63	$3,525,000.00
5/1/2052	$1,105,000.00	4.000%	$87,317.19	$1,192,317.19		$2,420,000.00
11/1/2052			$87,317.19	$87,317.19	$1,279,634.38	$2,420,000.00
5/1/2053	$1,175,000.00	4.000%	$53,829.69	$1,228,829.69		$1,245,000.00
11/1/2053			$53,829.69	$53,829.69	$1,282,659.38	$1,245,000.00
5/1/2054	$1,245,000.00	4.000%	$18,285.94	$1,263,285.94		$0.00
	$18,285,000.00		$20,576,927.78	$38,861,927.78	$37,598,641.84	

Two Rivers West

Community Development District

Budget Overview

FY 2027

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Special Assessments – CDD Collected/Tax Collector
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administration

Miscellaneous-Assessment Collection Costs
The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Debt Service

Principal Debt Retirement
The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense
The District Pays interest Expenses on the debt twice a year.

Two Rivers West

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs. Fiscal Year 2026

ASSESSMENT ALLOCATION

Assessment Area One- Series 2022 Phases B1, B2, B3, B4, C1-A, D2, portion of E villas

		General Fund				Debt Service Series 2022				Total Assessments per Unit		
Product	DS Units	FY 2027	FY 2026	Dollar Change	Percent Change	FY 2027	FY 2026		Percent Change	FY 2027	FY 2026	Dollar Change
Twin Villa 42.5'	20	$1,949.44	$1,443.66	$505.78	35.03%	$1,728.26	$1,728.26	$0.00	0.00%	$3,677.70	$3,171.92	$505.78
SF 50'	346	$2,298.87	$1,443.66	$855.21	59.24%	$1,728.26	$1,728.26	$0.00	0.00%	$4,027.13	$3,171.92	$855.21
SF 60'	309	$2,758.64	$1,732.39	$1,026.25	59.24%	$2,073.91	$2,073.91	$0.00	0.00%	$4,832.55	$3,806.30	$1,026.25
SF 65'	42	$2,997.73	$1,882.53	$1,115.19	59.24%	$2,246.74	$2,246.74	$0.00	0.00%	$5,244.47	$4,129.27	$1,115.19
SF 70'	70	$3,218.42	$2,021.12	$1,197.29	59.24%	$2,419.56	$2,419.56	$0.00	0.00%	$5,637.98	$4,440.68	$1,197.29
	787											

Assessment Area Two- Series 2023 C1-B, portion of D1, D4, D6, E (villas)

		O&M Per Unit				Debt Service Series 2023				Total Assessments per Unit		
Product	DS Units	FY 2027	FY 2026	Dollar Change	Percent Change	FY 2027	FY 2026		Percent Change	FY 2027	FY 2026	Dollar Change
Twin Villa 42.5	88	$1,949.44	$1,224.22	$725.22	59.24%	$1,469.00	$1,469.00	$0.00	0.00%	$3,418.44	$2,693.22	$725.22
SF 50'	93	$2,298.87	$1,443.66	$855.21	59.24%	$1,728.26	$1,728.26	$0.00	0.00%	$4,027.13	$3,171.92	$855.21
SF 60'	101	$2,758.64	$1,732.39	$1,026.25	59.24%	$2,073.91	$2,073.91	$0.00	0.00%	$4,832.55	$3,806.30	$1,026.25
SF 70'	159	$3,218.42	$2,021.12	$1,197.29	59.24%	$2,419.56	$2,419.56	$0.00	0.00%	$5,637.98	$4,440.68	$1,197.29
	441											

Assessment Area Three- Series 2024 C2, D1, D5, D6, D8, D9, D10, D11

		O&M Per Unit				Debt Service Series 2024				Total Assessments per Unit		
Product	DS Units	FY 2027	FY 2026	Dollar Change	Percent Change	FY 2027	FY 2026		Percent Change	FY 2027	FY 2026	Dollar Change
SF 50'	353	$2,298.87	$1,443.66	$855.21	59.24%	$1,728.31	$1,728.31	$0.00	0.00%	$4,027.18	$3,171.97	$855.21
SF 60'	309	$2,758.64	$1,732.39	$1,026.25	59.24%	$2,073.97	$2,073.97	$0.00	0.00%	$4,832.61	$3,806.36	$1,026.25
SF 70'	47	$3,218.42	$2,021.12	$1,197.29	59.24%	$2,419.63	$2,419.63	$0.00	0.00%	$5,638.04	$4,440.75	$1,197.29
	709											

Assessment Area Four - future series B6

		O&M Per Unit				Future Units				Total Assessments per Unit		
Product	DS Units	FY 2027	FY 2026	Dollar Change	Percent Change	FY 2027	FY 2026		Percent Change	FY 2027	FY 2026	Dollar Change
Townhome 25'	248	$1,287.37	$808.45	$478.92	59.24%	$0.00	$0.00	$0.00	0.00%	$1,287.37	$808.45	$478.92
	248											

GRAND TOTAL UNITS	2185

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0843 **DATE:** 6/16/2026

SUBJECT: Northwood Community Development District Approved FY 2026-2027 Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. Northwood CDD Approved Proposed Budget FY 2027
2. Resolution 2026-04; Approving FY2026-2027 Proposed Budget and Setting Public Hearing
3. Northwood CDD Budget Letter to County FY 2027

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Northwood
Community Development District

FISCAL YEAR 2027

PROPOSED BUDGET

May 18, 2026

CLEAR PARTNERSHIPS



Page #

OPERATING BUDGET

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances ..... 1 - 2

Exhibit A - Allocation of Fund Balances 3

Budget Narrative ..... 4 - 7

SUPPORTING BUDGET SCHEDULE

Comparison of Assessment Rates 8

Northwood

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 4/30/2026	PROJECTED May-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$15,000.00	$19,339.00	$0.00	$19,339.00	29%	$15,000.00
Special Assmnts- Tax Collector	$810,512.00	$800,680.00	$9,832.00	$810,512.00	0%	$969,612.77
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	0%	-$38,784.51
Rental Income	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00
Other Miscellaneous Revenues	$0.00	$8,079.00	$0.00	$8,079.00	0%	$0.00
Interest - Tax Collector	$0.00	$731.00	$0.00	$731.00	0%	$0.00
Room Rentals	$20,000.00	$0.00	$20,000.00	$20,000.00	0%	$0.00
TOTAL REVENUES	**$845,512.00**	**$828,829.00**	**$29,832.00**	**$858,661.00**	**2%**	**$950,828.26**
EXPENDITURES						
Financial and Administrative						
Supervisor Fees	$14,000.00	$7,000.00	$7,000.00	$14,000.00	0%	$14,000.00
District Manager	$66,950.00	$40,015.00	$26,935.00	$66,950.00	0%	$70,298.00
Onsite Staff	$83,000.00	$52,844.00	$30,156.00	$83,000.00	0%	$87,150.00
District Engineer	$10,000.00	$8,037.00	$1,963.00	$10,000.00	0%	$16,000.00
District Counsel	$10,000.00	$1,840.00	$8,160.00	$10,000.00	0%	$12,000.00
Auditing Services	$6,000.00	$7,600.00	$0.00	$7,600.00	27%	$7,600.00
Postage, Phone, Faxes, Copies	$0.00	$0.00	$0.00	$0.00	0%	$1,500.00
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	0%	$19,392.26
Legal Advertising	$2,000.00	$19.00	$1,981.00	$2,000.00	0%	$2,000.00
Dues, Licenses, Subscriptions	$3,000.00	$1,530.00	$1,470.00	$3,000.00	0%	$3,000.00
Total Financial and Administrative	**$194,950.00**	**$118,885.00**	**$77,665.00**	**$196,550.00**	**1%**	**$232,940.26**
Insurance						
Public Officials Insurance	$5,829.00	$5,492.00	$337.00	$5,829.00	0%	$6,050.00
Insurance -Property & Casualty	$16,447.00	$15,611.00	$836.00	$16,447.00	0%	$15,500.00
Insurance - General Liability	$4,788.00	$4,511.00	$277.00	$4,788.00	0%	$5,000.00
Insurance - Crime	$500.00	$342.00	$158.00	$500.00	0%	$550.00
Total Insurance	**$27,564.00**	**$25,956.00**	**$1,608.00**	**$27,564.00**	**0%**	**$27,100.00**
Utility Services						
Utility - Electric	$112,730.00	$62,627.00	$50,103.00	$112,730.00	0%	$115,000.00
Amenity Internet	$9,980.00	$5,099.00	$4,881.00	$9,980.00	0%	$10,000.00
Water/Waste	$8,200.00	$3,423.00	$4,777.00	$8,200.00	0%	$8,200.00
Total Utility Services	**$130,910.00**	**$71,149.00**	**$59,761.00**	**$130,910.00**	**0%**	**$133,200.00**
Amenity						
Security System Monitoring & Maint.	$10,000.00	$6,822.00	$3,178.00	$10,000.00	0%	$12,000.00
Janitorial Services & Supplies	$5,000.00	$2,700.00	$2,300.00	$5,000.00	0%	$5,500.00
Garbage Removal	$162,750.00	$92,949.00	$69,801.00	$162,750.00	0%	$162,750.00
Amenity Center Pest Control	$1,100.00	$418.00	$682.00	$1,100.00	0%	$1,100.00
Op Supplies - Clubhouse	$2,000.00	$3,047.00	$0.00	$3,047.00	52%	$2,000.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 4/30/2026	PROJECTED May-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
R&M - Amenity Center	$2,000.00	$69.00	$1,931.00	$2,000.00	0%	$2,000.00
Community Enhancement Projects	$3,000.00	$0.00	$3,000.00	$3,000.00	0%	$3,000.00
Pavement & Signage Repairs	$2,500.00	$0.00	$2,500.00	$2,500.00	0%	$2,500.00
Special Events	$15,000.00	$4,500.00	$10,500.00	$15,000.00	0%	$15,000.00
R&M-Pools	$10,000.00	$15,305.00	$0.00	$15,305.00	53%	$10,000.00
Security Patrol Services	$22,500.00	$24,150.00	$0.00	$24,150.00	7%	$22,500.00
Holiday Decoration	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00
R&M-Clubhouse	$3,000.00	$509.00	$2,491.00	$3,000.00	0%	$3,000.00
Event Planning	$7,000.00	$0.00	$7,000.00	$7,000.00	0%	$7,000.00
Pool Furniture repair & replacement	$4,000.00	$0.00	$4,000.00	$4,000.00	0%	$4,000.00
Total Amenity	**$249,850.00**	**$150,469.00**	**$107,383.00**	**$257,852.00**	**3%**	**$262,350.00**
Landscape and Pond Maintenace						
Contracts - Landscape	$80,336.00	$44,484.00	$35,852.00	$80,336.00	0%	$80,336.00
R&M-Other Landscape	$2,000.00	$3,156.00	$0.00	$3,156.00	58%	$5,000.00
Contracts-Landscape Consultant	$4,680.00	$2,730.00	$1,950.00	$4,680.00	0%	$4,680.00
Irrigation Maintenance	$3,000.00	$8,094.00	$0.00	$8,094.00	170%	$6,000.00
Stormwater Assessment	$20,000.00	$0.00	$20,000.00	$20,000.00	0%	$20,000.00
Reserve - Undesignated	$97,500.00	$12,953.00	$84,547.00	$97,500.00	0%	$97,500.00
Aquatic Maintenance	$21,722.00	$11,788.00	$9,934.00	$21,722.00	0%	$21,722.00
R&M-Tree Trimming	$10,000.00	$4,120.00	$5,880.00	$10,000.00	0%	$10,000.00
Total Landscape and Pond Maintenace	**$239,238.00**	**$87,325.00**	**$158,163.00**	**$245,488.00**	**3%**	**$245,238.00**
Capital Entryway Project						
Planning and Design	$600.00	$42,138.00	$0.00	$42,138.00	6923%	$10,000.00
Engineering	$600.00	$0.00	$600.00	$600.00	0%	$10,000.00
Legal Services	$600.00	$0.00	$600.00	$600.00	0%	$10,000.00
Infrastructure	$600.00	$5,136.00	$0.00	$5,136.00	756%	$10,000.00
Misc-Contingency	$600.00	$45.00	$555.00	$600.00	0%	$10,000.00
Total Capital Entryway Project	**$3,000.00**	**$47,319.00**	**$1,755.00**	**$49,074.00**	**1536%**	**$50,000.00**
TOTAL EXPENDITURES	**$845,512.00**	**$501,103.00**	**$406,335.00**	**$907,438.00**	**7%**	**$950,828.26**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$327,726.00	-$376,503.00	-$48,777.00	0%	$0.00
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		$0.00	$0.00	$0.00	0%	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Net change in fund balance		$327,726.00	-$376,503.00	-$48,777.00	0%	$0.00
FUND BALANCE, BEGINNING	$776,947.00	$776,947.00	$0.00	$776,947.00	0%	$728,170.00
FUND BALANCE, ENDING	**$776,947.00**	**$1,104,673.00**	**-$376,503.00**	**$728,170.00**	-6%	**$728,170.00**

Exhibit "A"
Allocation of Fund Balances

FISCAL YEAR 2026 RESERVE FUND ANALYSIS	
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2025	$776,947.00
Less: Forecasted Surplus/(Deficit) as of 9/30/2026	-$48,777.00
Estimated Funds Available - 9/30/2026	**$728,170.00**

FISCAL YEAR 2027 RESERVE FUND ANALYSIS	
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2026	$728,170.00
Less: First Quarter Operating Reserve (1)	-$237,707.06
Less: Designated Reserves for Capital Projects	-$97,500.00
Less: Forecasted Surplus/(Deficit) as of 9/30/2027	$0.00
Estimated Remaining Undesignated Cash as of 9/30/2027	**$392,962.94**

Notes

(1) Represents approximately 3 months of operating expenditures

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Special Assessment-Tax Collector
The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District to pay for the operating expenditures during the Fiscal Year.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Room Rentals Income
The District receives revenue from the rental of the Clubhouse for events.

EXPENDITURES

Financial and Administrative

Supervisor Fees
Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

District Management
The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Onsite Staff
The district may incur expenses for employees or other staff members needed for recreational facilities such as clubhouse staff.

District Engineer
The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel
The District’s attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Auditing Services
The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies
This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Misc-Assessment Collection Costs
The District reimburses the Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Legal Advertising
The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Dues, Licenses and Fees
This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Insurance

Public Officials Insurance
The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Property & Casualty Insurance
The District will incur fees to insure items owned by the district for its property needs.

Insurance-General Liability
The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Insurance-Crime
The District will incur fees to protect financial losses caused by employee dishonesty, fraud, theft, and other criminal acts.

Utility Services

Utility - Electric
Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Amenity Internet
Internet service for clubhouse and other amenity locations.

Water/Waste
The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Amenity

Security System Monitoring & Maintenance
Cost of CDD repairs and maintenance of the security monitoring equipment.

Budget Narrative
Fiscal Year 2027

Amenity (continued)

Janitorial Services & Supplies
Cost of janitorial supplies for CDD Facilities.

Garbage Removal
Cost of dumpster rental and trash collection at CDD facilities.

Amenity Center Pest Control
Cost of exterminator and pesticides at CDD amenities and facilities.

Op Supplies - Clubhouse
Cost of operational supplies for clubhouse.

R&M – Amenity Center
Cost of repairs and regular maintenance of CDD amenities.

Community Enhancement Projects
Cost of planned initiatives designed to improve the social, economic, and physical conditions of the districts.

Pavement & Signage Repairs
Cost of repairs and regular maintenance to sidewalks, pavements, and signs.

Special Events
Cost of holiday celebrations and events hosted on CDD property.

R&M-Pools
Cost of pool treatment repairs and maintenance.

Security Patrol Services
Cost of CDD security personnel and equipment.

Holiday Decorations
Cost of decorations for major holidays (i.e., Christmas)

R&M - Clubhouse
This includes the repairs and maintenance of the Clubhouse and its equipment.

Event Planning
The cost associated with the planning of the district events.

Pool Furniture Repair & Replacement
Cost of acquisition and maintenance of furniture at the clubhouse.

Landscape and Pond Maintenance

Contract - Landscape
Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

R&M – Other Landscape
Cost of repairs and regular maintenance to landscaping and equipment.

Budget Narrative
Fiscal Year 2027

<u>Landscape and Pond Maintenance</u> (continued)

Contract Landscape Consultant
Cost for a specialist in planning, designing, and managing the outdoor environment and landscape architecture for the district.

Irrigation Maintenance
Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Stormwater Assessment
Cost of the evaluation or measurement to determine the quantity, quality, and management needs of stormwater in the district.

Reserve - Undesignated
The board may set aside monetary reserves for necessary maintenance projects that are not designated within the district.

Aquatics – Maintenance
Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

R&M Tree Trimming
The expenses are related to trimming of trees within the district.

<u>Capital Entryway Project</u>

Planning and Design
Cost of planning the entryway of the district property.

Engineering
Cost of the engineering company for the entryway of the district property.

Legal Services
Cost of the attorney for the entryway of the district property.

Infrastructure
Cost associated with the infrastructure of the entryway of the district property.

Contingency
Funds set aside for projects, as determined by the district's board.

Northwood

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs. Fiscal Year 2026

ASSESSMENT ALLOCATION - BASED ON CURRENT BUDGET

Product		General Fund FY 2027	General Fund FY 2026	General Fund Dollar Change	General Fund Percent Change	Units
PARCEL 1A	Large	$1,519.77	$1,351.48	$168.29	12%	49
PARCEL 1B	Small	$1,519.77	$1,351.48	$168.29	12%	49
PARCEL 2	Small	$1,519.77	$1,351.48	$168.29	12%	80
PARCEL 3A	Large	$1,519.77	$1,351.48	$168.29	12%	25
PARCEL 3B	Large	$1,519.77	$1,351.48	$168.29	12%	41
PARCEL 4	Small	$1,519.77	$1,351.48	$168.29	12%	115
PARCEL 5	Large	$1,519.77	$1,351.48	$168.29	12%	33
PARCEL 6	Small	$1,519.77	$1,351.48	$168.29	12%	56
PARCEL 7	Small	$1,519.77	$1,351.48	$168.29	12%	79
PARCEL 8	Small	$1,519.77	$1,351.48	$168.29	12%	53
PARCEL 9	Small	$1,519.77	$1,351.48	$168.29	12%	52
Parcel 2- Partial Prepay	Small	$1,519.77	$1,351.48	$168.29	12%	2
Parcel 3A- Partial Prepay	Large	$1,519.77	$1,351.48	$168.29	12%	1
Parcel 4- Partial Prepay	Small	$1,519.77	$1,351.48	$168.29	12%	1
Total Pay Down (Large)		$1,519.77	$1,351.48	$168.29	12%	1
Total Pay Down (Small)		$1,519.77	$1,351.48	$168.29	12%	1
						638

**** New Area is assessed solely on Admin fees*

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHWOOD COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2026/2027; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (**"Board"**) of the Northwood Community Development District (**"District"**) prior to June 15, 2026, a proposed operation and maintenance budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (**"Proposed Budget"**); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT:

1. **Proposed Budget Approved**. The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **Setting a Public Hearing**. The public hearing on said Proposed Budget is hereby declared and set for Monday, July 20, 2026, at 6:30 p.m. at the Northwood Clubhouse, 27248 Big Sur Drive, Wesley Chapel, Florida 33544.

3. **Transmittal of Proposed Budget to Local General Purpose Government**. The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.

4. **Posting of Proposed Budget**. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the Proposed Budget on the District's website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.

5. **Publication of Notice**. Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **Effective Date**. This Resolution shall take effect immediately upon adoption.

Passed and Adopted on May 18, 2026.

Attested By:

L Newsome

Print Name:_____
☐Secretary/☐Assistant Secretary

Northwood Community Development District

Print Name:_____
☒Chair/☐Vice Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2026/2027

NORTHWOOD
COMMUNITY DEVELOPMENT DISTRICT

District Office ♦ 2005 Pan Am Circle♦ Suite 300 ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

May 20, 2026

County Administrator
8731 Citizens Dr., Suite 340
New Port Richey, FL 34654

Re: **Northwood Community Development District**
Proposed Fiscal Year 2027 Annual Operations Budget

Dear Mr. Mike Carballa,

In accordance with Chapter 190.008(2)(b) of the Florida Statutes, the District is required to submit to the local governing authorities having jurisdiction over the area included in the District, for purposes of disclosure and information only, the proposed annual budget for the ensuing fiscal year at least sixty (60) days prior to the public hearing.

The District's public hearing is scheduled as follows:

DATE:	**July 20, 2026**
HOUR:	**6:30 p.m.**
LOCATION:	**Northwood Clubhouse** **27248 Big Sur Drive** **Wesley Chapel, Fl 33544**

I am pleased to enclose the District's Proposed Operating Budget for Fiscal Year 2027 as required by statute. We request that a copy of the proposed budget be placed on the Pasco County website for public viewing.

If you have any questions, feel free to contact me at Tabitha.blackwelder@inframark.com .

Thank you,

Tabitha Blackwelder
District Administrative Assistant II

Enc. FY 2027 Budget

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0844 **DATE:** 6/16/2026

SUBJECT: The Groves Community Development District - Proposed FY 2027 Operating Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. The Groves Proposed Budget FY27
2. The Groves Budget Letter FY2027

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

The Groves
Community Development District

FISCAL YEAR 2027

PROPOSED BUDGET

May 5, 2026

CLEAR PARTNERSHIPS



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The Groves

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$0.00	$16,960.00	$0.00	$16,960.00	-99%	$15,000.00
Special Assmnts- Tax Collector	$1,345,049.00	$1,294,059.00	$50,990.00	$1,345,049.00	0%	$1,527,504.26
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	0%	-$61,100.17
RV Parking Lot Revenue	$2,000.00	$2,959.00	$0.00	$2,959.00	48%	$3,000.00
Facility Revenue	$5,000.00	$4,445.00	$555.00	$5,000.00	0%	$5,000.00
Other Misc. Revenue	$0.00	$17,072.00	$0.00	$17,072.00	0%	$15,000.00
TOTAL REVENUES	**$1,352,049.00**	**$1,335,495.00**	**$51,545.00**	**$1,387,040.00**	**3%**	**$1,504,404.09**
EXPENDITURES						
Legislative						
Supervisor Fees	$18,000.00	$8,000.00	$10,000.00	$18,000.00	0%	$18,000.00
Total Legislative	**$18,000.00**	**$8,000.00**	**$10,000.00**	**$18,000.00**	**0%**	**$18,000.00**
Financial & Administrative						
Management Consulting Services	$77,376.00	$38,688.00	$38,688.00	$77,376.00	0%	$79,697.00
District Engineer	$10,000.00	$1,950.00	$8,050.00	$10,000.00	0%	$10,000.00
Assessment Roll	$5,000.00	$5,000.00	$0.00	$5,000.00	0%	$5,000.00
Tax Collector /Property Appraiser Fees	$250.00	$150.00	$100.00	$250.00	0%	$250.00
Management Contract (Amenity)	$345,395.00	$172,698.00	$172,697.00	$345,395.00	0%	$355,757.00
Trustees Fees	$4,000.00	$3,750.00	$250.00	$4,000.00	0%	$4,000.00
Auditing Services	$3,200.00	$0.00	$3,200.00	$3,200.00	0%	$3,200.00
Arbitrage Rebate Calculation	$1,000.00	$0.00	$1,000.00	$1,000.00	0%	$1,000.00
Public Officials Insurance	$4,000.00	$3,922.00	$78.00	$4,000.00	0%	$4,000.00
Miscellaneous Mailings	$1,000.00	$27.00	$973.00	$1,000.00	0%	$1,000.00
Legal Advertising	$1,500.00	$1,977.00	$0.00	$1,977.00	32%	$1,500.00
Bank Fees	$1,000.00	$0.00	$1,000.00	$1,000.00	0%	$1,000.00
Dues, Licenses & Fees	$175.00	$268.00	$0.00	$268.00	53%	$300.00
Music License/Monthly Service	$500.00	$1,258.00	$0.00	$1,258.00	152%	$500.00
Website Host, Maintenance, Backup & Email	$1,500.00	$1,451.00	$49.00	$1,500.00	0%	$1,500.00
ADA Website Compliance	$1,515.00	$0.00	$1,515.00	$1,515.00	0%	$1,700.00
Maintenance Software Program	$2,100.00	$0.00	$2,100.00	$2,100.00	0%	$2,100.00
District Counsel	$30,000.00	$23,720.00	$6,280.00	$30,000.00	0%	$25,000.00
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	0%	$30,550.09
Total Financial & Administrative	**$489,511.00**	**$254,859.00**	**$235,980.00**	**$490,839.00**	**0%**	**$528,054.09**

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
Security Operations						
Security Monitoring Services (gates and pool)	$23,000.00	$12,479.00	$10,521.00	$23,000.00	0%	$25,000.00
Security Camera Maintenance	$1,800.00	$2,138.00	$0.00	$2,138.00	19%	$2,500.00
Security Services	$0.00	$62,376.00	$0.00	$62,376.00	0%	$26,000.00
Total Security Operations	**$24,800.00**	**$76,993.00**	**$10,521.00**	**$87,514.00**	**253%**	**$53,500.00**
Road and Street Facilities						
R&M-Parking Lots	$1,000.00	$0.00	$1,000.00	$1,000.00	0%	$1,000.00
R&M-Sidewalks	$10,000.00	$0.00	$10,000.00	$10,000.00	0%	$10,000.00
Roadway Repair & Maintenance	$5,000.00	$0.00	$5,000.00	$5,000.00	0%	$5,000.00
R&M-Gates	$2,000.00	$14,642.00	$0.00	$14,642.00	632%	$2,000.00
Total Road and Street Facilities	**$18,000.00**	**$14,642.00**	**$16,000.00**	**$30,642.00**	**70%**	**$18,000.00**
Electric Utility Services						
Utility Services	$12,000.00	$1,796.00	$1,825.77	$3,621.77	-70%	$5,000.00
Utility - Recreation Facilities	$35,000.00	$26,648.00	$27,089.68	$53,737.68	54%	$42,000.00
Street Lights	$27,000.00	$8,140.00	$8,274.92	$16,414.92	-39%	$20,000.00
Gas Utility - Recreation Facilities	$15,000.00	$360.00	$365.97	$725.97	-95%	$15,000.00
Total Electric Utility Services	**$89,000.00**	**$36,944.00**	**$37,556.33**	**$74,500.33**	**-16%**	**$82,000.00**
Garbage/Solid Waste Control Services						
Solid Waste Assessment	$2,750.00	$0.00	$2,750.00	$2,750.00	0%	$2,750.00
Garbage - Recreational Facility	$4,000.00	$4,281.00	$0.00	$4,281.00	7%	$9,000.00
Total Garbage/Solid Waste Control Services	**$6,750.00**	**$4,281.00**	**$2,750.00**	**$7,031.00**	**4%**	**$11,750.00**
Water-Sewer Combination Services						
Utility Services	$16,000.00	$10,301.00	$10,471.73	$20,772.73	30%	$20,000.00
Total Water-Sewer Combination Services	**$16,000.00**	**$10,301.00**	**$10,471.73**	**$20,772.73**	**30%**	**$20,000.00**
Stormwater Control						
Aquatic Maintenance	$25,000.00	$9,378.00	$15,622.00	$25,000.00	0%	$25,000.00
R&M Lake & Pond Bank	$8,000.00	$1,337.00	$6,663.00	$8,000.00	0%	$8,000.00
Stormwater Assessment	$3,684.00	$8,633.00	$0.00	$8,633.00	134%	$4,000.00
R&M-Stormwater System	$2,700.00	$0.00	$2,700.00	$2,700.00	0%	$3,000.00
Total Stormwater Control	**$39,384.00**	**$19,348.00**	**$24,985.00**	**$44,333.00**	**13%**	**$40,000.00**
Other Physical Environment						
Workers' Compensation	$850.00	$0.00	$850.00	$850.00	0%	$1,000.00
Reclaimed Water- WUP	$0.00	$4,411.00	$0.00	$4,411.00	0%	$0.00
General Liability & Property/Casualty ins	$65,000.00	$62,656.00	$2,344.00	$65,000.00	0%	$70,000.00
Landscape Maintenance	$197,354.00	$95,808.00	$101,546.00	$197,354.00	0%	$237,000.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
Irrigation Maintenance & Repairs	$50,000.00	$17,386.00	$32,614.00	$50,000.00	0%	$40,000.00
Irrigation Pump/Well Maintenance	$3,000.00	$0.00	$3,000.00	$3,000.00	0%	$6,000.00
Landscape Replacement Plants, Shrubs,Trees	$20,000.00	$1,743.00	$18,257.00	$20,000.00	0%	$20,000.00
Landscape -Annuals	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00
Holiday Decoration	$10,000.00	$11,140.00	$0.00	$11,140.00	11%	$12,000.00
Landscape - Mulch	$10,000.00	$0.00	$10,000.00	$10,000.00	0%	$20,000.00
Total Other Physical Environment	**$356,204.00**	**$193,144.00**	**$168,611.00**	**$361,755.00**	**2%**	**$416,000.00**
Parks and Recreation						
Athletic/Park Court/Field Repairs	$2,500.00	$5,399.00	$0.00	$5,399.00	116%	$5,000.00
Clubhouse Misc. Expense	$11,000.00	$6,050.00	$4,950.00	$11,000.00	0%	$11,000.00
Computer Support	$500.00	$0.00	$500.00	$500.00	0%	$500.00
Dog Park Maintenance	$1,000.00	$1,801.00	$0.00	$1,801.00	80%	$1,000.00
Lease - Copier	$4,800.00	$2,537.00	$2,263.00	$4,800.00	0%	$5,000.00
Facility A/C & Heating Maintenance & Repair	$6,000.00	$0.00	$6,000.00	$6,000.00	0%	$6,000.00
R&M-Fitness Equipment	$1,000.00	$2,497.00	$0.00	$2,497.00	150%	$2,500.00
R&M-Fountain	$6,000.00	$0.00	$6,000.00	$6,000.00	0%	$6,000.00
Fountain Service Contract	$2,000.00	$988.00	$1,012.00	$2,000.00	0%	$2,600.00
Furniture Repair/Replacement	$4,000.00	$0.00	$4,000.00	$4,000.00	0%	$4,000.00
Janitorial Supplies	$6,500.00	$2,696.00	$3,804.00	$6,500.00	0%	$6,500.00
Lighting Repairs & Replacement	$1,000.00	$4,015.00	$0.00	$4,015.00	302%	$1,000.00
Maintenance & Repairs	$25,000.00	$16,660.00	$8,340.00	$25,000.00	0%	$25,000.00
Office Supplies	$1,000.00	$0.00	$1,000.00	$1,000.00	0%	$1,000.00
Pest Control	$2,000.00	$1,894.00	$106.00	$2,000.00	0%	$2,500.00
Pool Furniture repair & replacement	$4,000.00	$1,918.00	$2,082.00	$4,000.00	0%	$4,000.00
R&M-Pools	$4,000.00	$864.00	$3,136.00	$4,000.00	0%	$4,000.00
Contracts-Pools	$30,000.00	$15,360.00	$14,640.00	$30,000.00	0%	$39,000.00
Security & Fire Monitoring Services	$1,600.00	$3,360.00	$0.00	$3,360.00	110%	$5,000.00
Telephone, Cable & Internet Service	$6,500.00	$4,014.00	$2,486.00	$6,500.00	0%	$6,500.00
R&M-Vehicles	$1,000.00	$483.00	$517.00	$1,000.00	0%	$1,000.00
Total Parks and Recreation	**$121,400.00**	**$70,536.00**	**$60,836.00**	**$131,372.00**	**8%**	**$139,100.00**
Restaurant						
Restaurant Expense	$3,000.00	$3,951.00	$0.00	$3,951.00	32%	$8,000.00
Total Restaurant	**$3,000.00**	**$3,951.00**	**$0.00**	**$3,951.00**	**32%**	**$8,000.00**
Contingency						
Misc-Contingency	$170,000.00	$0.00	$170,000.00	$170,000.00	0%	$50,000.00
janitorial services	$0.00	$0.00	$0.00	$0.00	0%	$28,000.00
Guard gate staff	$0.00	$0.00	$0.00	$0.00	0%	$92,000.00
Total Contingency	**$170,000.00**	**$0.00**	**$170,000.00**	**$170,000.00**	**0%**	**$170,000.00**

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
TOTAL EXPENDITURES	**$1,352,049.00**	**$692,999.00**	**$747,711.07**	**$1,440,710.07**	**7%**	**$1,504,404.09**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$642,496.00	-$696,166.07	-$53,670.07	0%	$0.00
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	$120,000.00	$0.00	$0.00	$0.00	-100%	$0.00
TOTAL OTHER SOURCES (USES)	**$120,000.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Net change in fund balance	$134,246.00	$642,496.00	-$696,166.07	-$53,670.07	-140%	$0.00
FUND BALANCE, BEGINNING	$543,951.00	$543,951.00	$1,186,447.00	$543,951.00	0%	$490,280.93
FUND BALANCE, ENDING	**$678,197.00**	**$1,186,447.00**	**$490,280.93**	**$490,280.93**	-28%	**$490,280.93**

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Reserve Fund 005

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Special Assmnts- Tax Collector	$489,140.00	$470,597.00	$18,543.00	$489,140.00	0%	$515,657.45
Special Assmnts- Discounts	$0.00	$0.00	$0.00	$0.00	0%	-$20,626.30
TOTAL REVENUES	**$489,140.00**	**$470,597.00**	**$18,543.00**	**$489,140.00**	**0%**	**$495,031.15**
EXPENDITURES						
Administrative						
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	0%	$10,313.15
Total Administrative	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$10,313.15**
Reserves						
Capital Reserve	$474,894.00	$37,577.00	$437,317.00	$474,894.00	0%	$484,718.00
Total Reserves	**$474,894.00**	**$37,577.00**	**$437,317.00**	**$474,894.00**	**0%**	**$484,718.00**
TOTAL EXPENDITURES	**$474,894.00**	**$37,577.00**	**$437,317.00**	**$474,894.00**	**0%**	**$495,031.15**
Excess (deficiency) of revenues Over (under) expenditures	$14,246.00	$433,020.00	-$418,774.00	$14,246.00	0%	$0.00
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In	$120,000.00	$0.00	$0.00	$0.00	-100%	$0.00
TOTAL OTHER SOURCES (USES)	**$120,000.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Net change in fund balance	$134,246.00	$433,020.00	-$418,774.00	$14,246.00	-89%	$0.00
FUND BALANCE, BEGINNING	$543,951.00	$543,951.00	$976,971.00	$543,951.00	0%	$558,197.00
FUND BALANCE, ENDING	**$678,197.00**	**$976,971.00**	**$558,197.00**	**$558,197.00**	-18%	**$558,197.00**

Exhibit "A"
Allocation of Fund Balances

FISCAL YEAR 2026 RESERVE FUND ANALYSIS	
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2025	$543,951.00
Less: Forecasted Surplus/(Deficit) as of 9/30/2026	-$53,670.07
Estimated Funds Available - 9/30/2026	**$490,280.93**

FISCAL YEAR 2027 RESERVE FUND ANALYSIS	
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2026 (1)	$490,280.93
Less: First Quarter Operating Reserve	-$376,101.02
Less: Designated Reserves for Capital Projects	$0.00
Less: Forecasted Surplus/(Deficit) as of 9/30/2027	$0.00
Estimated Remaining Undesignated Cash as of 9/30/2027	**$114,179.91**

Notes

(1) Represents approximately 3 months of operating expenditures

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Special Assessments-Tax Collector
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Other Miscellaneous Revenues
Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees
Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

District Management
The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

District Engineer
The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

Field Management
The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Administration
The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

Trustee Fees
The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Professional Services - Arbitrage Rebate Calculation

The District has a proposal with a company who specializes to calculate the District's Arbitrage Rebate Liability on the Series of Benefit Special Assessment Bonds. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Public Officials Insurance

The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Mailings

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Bank Fees

This represents the cost of bank charges and other related expenses that are incurred during the year.

Dues, Licenses and Fees

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Website Administration Services

The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

Website ADA Compliance

Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

District Counsel

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Recording Secretary

Inframark provides recording services with near verbatim minutes.

Construction Accounting

Accounting services as described within Accounting Services but specifically regarding construction.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Financial/Revenue Collections

Service includes all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Rentals and Leases

The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Data Storage

Cost of server maintenance and technical support for CDD related IT needs.

Accounting Services

Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Dissemination Agent/Reporting

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Postage, Phone, Faxes, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Onsite Office Supplies

This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Disclosure Report

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Annual Stormwater Report

Cost to produce annual report on CDD stormwater infrastructure.

Miscellaneous Administrative

All other administrative costs not otherwise specified above.

Budget Narrative
Fiscal Year 2027

Security Operations

Security Monitoring Services
Cost of CDD security personnel and equipment

Security Camera Maintenance
Camera maintenance to provide security for the District.

Security Services
The District may wish to contract with a private company to provide security for the District.

Road and Street Facilities

R&M-Sidewalks
This is for the repairs and maintenance of the sidewalks around the District.

R&M-Street Signs
This is for the repairs and maintenance of the street signs around the District.

R&M-Streetlights
This is for the repairs, maintenance and inspection of the streetlights around the District.

Electric Utility Services

Electricity-General
This is for the electric utility services for the irrigation timers, lift station pumps, fountains, signs, etc.

Street Lights
This is for the electricity for the streetlights in the District.

Gas Utility – Recreation Facilities
The district may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage/Solid Waste Control Services

Contracts-Solid Waste Services
This is for the solid waste services related to the operations of the District.

Garbage-Recreational Facility
The District will incur expenditures related to the removal of garbage and solid waste.

Water-Sewer Combination Services

Utility-Services
This is for the water utility services related to the operations of the District.

Budget Narrative
Fiscal Year 2027

Stormwater Control

Aquatic Maintenance
Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species..

R&M-Lake & Pond Bank
The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

R&M-Stormwater System
This is for the repairs and maintenance of the stormwater system throughout the District.

Other physical Environment

Insurance-General Liability
The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Property & Casualty Insurance
The District will incur fees to insure items owned by the district for its property needs.

Landscape Maintenance - Contract
Landscaping company provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Irrigation Maintenance
Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Landscaping - R&M
Cost of repairs and regular maintenance to landscaping equipment.

Landscaping – Plant Replacement Program
Cost of replacing dead or damaged plants throughout the district.

Holiday Decorations
Cost of decorations for major holidays (i.e., Christmas)

Parks and Recreation

Athletic Courts and Field Maintenance
Cost of upkeep and repairs for athletic fields and courts (ex. Basketball Courts) on CDD property.

Clubhouse Misc. Expenses
Cost of miscellaneous expenses for clubhouse.

Computer Support
Cost of IT services and for clubhouse operational needs.

Dog Park Maintenance
Cost of upkeep and repairs to dog parks and recreation facilities in the CDD

Budget Narrative
Fiscal Year 2027

Parks and Recreation (continued)

Janitorial – Contract
Cost of janitorial labor for CDD Facilities.

R&M-Fitness Equipment
Cost of repairs and regular maintenance of CDD fitness equipment.

Janitorial Supplies
Cost of janitorial supplies for CDD Facilities.

Pest Control
Cost of exterminator and pesticides at CDD amenities and facilities.

Pool Furniture repair & Replacement
Cost of upkeep for pool furniture for CDD.

R&M-Pools
Cost of chemical pool treatments and similar maintenance.

Contract-Pools
Cost of Maintenance for CDD pool facilities.

R&M-Vehicles
Cost of Maintenance for CDD vehicles.

Contingency/Reserves

Contingency
Funds set aside for projects, as determined by the district's board.

Janitorial Services
Cost of janitorial services for CDD Facilities.

Guard gate staff
The board may set aside monetary reserves for necessary guard gate staff as needed.

The Groves

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2007 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 3/31/2026	PROJECTED April-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$0.00	$2,982.00	$0.00	$2,982.00	0%	$0.00
Special Assmnts- Tax Collector	$168,187.00	$158,361.00	$9,826.00	$168,187.00	0%	$168,186.92
Special Assmnts- Discounts	-$6,727.00	-$6,258.00	$0.00	-$6,258.00	-7%	-$6,727.48
TOTAL REVENUES	**$161,460.00**	**$155,085.00**	**$9,826.00**	**$164,911.00**	**2%**	**$161,459.44**
EXPENDITURES						
Administrative						
Misc-Assessment Collection Cost	$0.00	$0.00	$0.00	$0.00	0%	$3,363.74
Total Debt Service	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$3,363.74**
Debt Service						
Principal Debt Retirement	$110,000.00	$0.00	$110,000.00	$110,000.00	0%	$110,000.00
Interest Expense	$48,125.00	$24,063.00	$24,062.00	$48,125.00	0%	$42,075.00
Total Debt Service	**$158,125.00**	**$24,063.00**	**$134,062.00**	**$158,125.00**	**0%**	**$152,075.00**
TOTAL EXPENDITURES	**$158,125.00**	**$24,063.00**	**$134,062.00**	**$158,125.00**		**$152,075.00**
Excess (deficiency) of revenues Over (under) expenditures	$3,335.00	$131,022.00	-$124,236.00	$6,786.00	103%	$9,384.44
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		$0.00	$0.00	$0.00	0%	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Net change in fund balance		$131,022.00	-$124,236.00	$6,786.00	0%	$9,384.44
FUND BALANCE, BEGINNING		$0.00	$0.00	$0.00	0%	$6,786.00
FUND BALANCE, ENDING	**$0.00**	**$131,022.00**	**-$124,236.00**	**$6,786.00**	0%	**$16,170.44**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	11/1/2024	11/1/2025	11/1/2026	11/1/2027
Series 2007 Bonds	$975,000.00	$875,000.00	$765,000.00	$655,000.00

Debt Amortization Schedule
Series 2007 Special Assessment Bonds

Date	Outstanding Balance	Principal	Coupon	Interest	Debt Service	Annual Debt Service
5/1/2020	$1,410,000.00	$80,000.00	5.50%	$38,775.00	$118,775.00	$118,775.00
11/1/2020	$1,330,000.00		5.50%	$36,575.00	$36,575.00	
5/1/2021	$1,330,000.00	$85,000.00	5.50%	$36,575.00	$121,575.00	$158,150.00
11/1/2021	$1,245,000.00		5.50%	$34,237.50	$34,237.50	
5/1/2022	$1,245,000.00	$85,000.00	5.50%	$34,237.50	$119,237.50	$153,475.00
11/1/2022	$1,160,000.00		5.50%	$31,900.00	$31,900.00	
5/1/2023	$1,160,000.00	$90,000.00	5.50%	$31,900.00	$121,900.00	$153,800.00
11/1/2023	$1,070,000.00		5.50%	$29,425.00	$29,425.00	
5/1/2024	$1,070,000.00	$95,000.00	5.50%	$29,425.00	$124,425.00	$153,850.00
11/1/2024	$975,000.00		5.50%	$26,812.50	$26,812.50	
5/1/2025	$975,000.00	$100,000.00	5.50%	$26,812.50	$126,812.50	$153,625.00
11/1/2025	$875,000.00		5.50%	$24,062.50	$24,062.50	
5/1/2026	$875,000.00	$110,000.00	5.50%	$24,062.50	$134,062.50	$158,125.00
11/1/2026	$765,000.00		5.50%	$21,037.50	$21,037.50	
5/1/2027	$765,000.00	$110,000.00	5.50%	$21,037.50	$131,037.50	$152,075.00
11/1/2027	$655,000.00		5.50%	$18,012.50	$18,012.50	
5/1/2028	$655,000.00	$120,000.00	5.50%	$18,012.50	$138,012.50	$156,025.00
11/1/2028	$535,000.00		5.50%	$14,712.50	$14,712.50	
5/1/2029	$535,000.00	$125,000.00	5.50%	$14,712.50	$139,712.50	$154,425.00
11/1/2029	$410,000.00		5.50%	$11,275.00	$11,275.00	
5/1/2030	$410,000.00	$130,000.00	5.50%	$11,275.00	$141,275.00	$152,550.00
11/1/2030	$280,000.00		5.50%	$7,700.00	$7,700.00	
5/1/2031	$280,000.00	$135,000.00	5.50%	$7,700.00	$142,700.00	$150,400.00
11/1/2031	$145,000.00		5.50%	$3,987.50	$3,987.50	
5/1/2032	$145,000.00	$145,000.00	5.50%	$3,987.50	$148,987.50	$152,975.00
Total		$975,000.00		$255,200.00	$1,230,200.00	$1,230,200.00

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions
The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues
Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Debt Service

Principal Debt Retirement
The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense
The District Pays interest Expenses on the debt twice a year.

The Groves

Community Development District

Supporting Budget Schedule

FY 2027

Comparison of Non-Ad Valorem Assessment Rates
Fiscal Year 2027 vs. Fiscal Year 2026

Product	General Fund 001			2007 DS Per Unit			Total Assessments per Unit				O&M Units	Bond Units 2015	Prepaid Units
	FY 2027	FY 2026	Percent Change	FY 2027	FY 2026	Percent Change	FY 2027	FY 2026	Dollar Change	Percent Change			
Single Family	$2,670.80	$2,550.67	4.7%	$220.14	$220.14	0.0%	$2,890.94	$2,770.81	$120.13	4.3%	285	285	0
Courtyard	$2,670.80	$2,550.67	4.7%	$220.14	$220.14	0.0%	$2,890.94	$2,770.81	$120.13	4.3%	273	273	0
Patio	$2,670.80	$2,550.67	4.7%	$220.14	$220.14	0.0%	$2,890.94	$2,770.81	$120.13	4.3%	138	138	0
Estate	$2,670.80	$2,550.67	4.7%	$220.14	$220.14	0.0%	$2,890.94	$2,770.81	$120.13	4.3%	59	59	1
Golf Course	$26,708.00	$25,506.73	4.7%	$2,201.36	$2,201.36	0.0%	$28,909.36	$27,708.09	$1,201.27	4.3%	1	1	0
											756	**756**	**1**

The Groves Community Development District

Inframark, Infrastructure Management Services
The Groves Civic Center, 7924 Melogold Circle, Land O' Lakes, Florida 34637
Tel: 656-223-7658

Via Email

May 21, 2026

Pasco County Administrator
mcarballa@pascocountyfl.net
jeffers@pascocountyfl.net
PCadmin@pascocountyfl.net

To Whom it May Concern:

Proposed Operating Budget for Fiscal Year 2027

In accordance with Chapter 190.008(2)(b) of the Florida Statutes, the District is required to submit to the local governing authorities having jurisdiction over the area included in the District, for purposes of disclosure and information only, the proposed annual budget for the ensuing Fiscal Year at least sixty (60) days prior to the Public Hearing.

The District's Public Hearing is scheduled as follows:

Date:	Tuesday, August 4, 2026
Time:	10:00 a.m.
Location:	The Groves Civic Center 7924 Melogold Circle Land O' Lakes, Florida 34637

I am pleased to enclose the District's Proposed Operating Budget for Fiscal Year 2027 as required by Statute and request you post it to the Pasco County's website. If you have any questions or comments, please feel free to contact me directly at mwilliams4@Inframark.com.

Sincerely,

Melissa Williams

Melissa Williams
District Admin

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0846 **DATE:** 6/16/2026

SUBJECT: Union Park West Community Development District FY 2025-2026 Adopted Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. UP Resolution 2026-03 Budget Amendment

RESOLUTION 2026-_03_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNION PARK COMMUNITY DEVELOPMENT DISTRICT AMENDING ITS BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the "**Board**") of the Union Park Community Development District (the "**District**") previously adopted its budget for fiscal year 2025/2026;

WHEREAS, the Board desires to reallocate funds budgeted to reflect appropriated revenues and expenses approved during the fiscal year;

WHEREAS, the District is empowered by Section 189.016, Florida Statutes, to adjust the budget based on actual revenues and expenses; and

WHEREAS, the District Manager has submitted a proposed amended budget to reflect appropriated revenues and expenses approved during the fiscal year 2025/2026 (the "**Amended Budget**"), attached hereto as **Exhibit A** and incorporated as a material part of this Resolution by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Recitals**. The foregoing recitals are hereby incorporated as the findings of fact of the Board.

2. **Amended Budget**. The Board hereby finds and determines as follows:

    a. That the Board has reviewed the Amended Budget, a copy of which is on the District's website, on file with the office of the District Manager, and at the District's Records Office.

    b. The Amended Budget is hereby adopted and shall accordingly amend the previously adopted budget for fiscal year 2025/2026.

    c. That the Amended Budget shall be maintained in the office of the District Manager and at the District's Records Office and identified as the "Amended Budget for the Union Park Community Development District for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026".

    d. The Amended Budget shall be posted by the District Manager on the District's official website within five (5) days after adoption and remain on the website for at least two (2) years.

3. **Severability**. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

4. **Conflicts.** This Resolution is intended to supplement the original resolution adopting the budget for fiscal year 2025/2026, which remains in full force and effect. This Resolution and the original resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

5. **Effective Date.** This Resolution shall become effective upon its adoption.

Passed and adopted February 25, 2026.

Attest:

Name: Heather Tillery
Title: ☐Secretary/☑Assistant Secretary

Union Park Community Development District

Name: Robert Smith
Title: Chair of the Board of Supervisors

Exhibit A: 2025/2026 Amended Budget



FY 2026 AMENDED BUDGET

STATEMENT 1
UNION PARK COMMUNITY DEVELOPMENT DISTRICT
FY 2026 AMENDED BUDGET
GENERAL FUND (O&M)

		FY 2026 ADOPTED BUDGET	VARIANCE	FY 2026 AMENDED BUDGET
1	**I. REVENUE**			
2	SPECIAL ASSESSMENTS - ON ROLL (NET)	$ 1,025,643	$ -	$ 1,025,643
3	O&M ASSESSMENT/EXCESS FEES		-	-
4	SPECIAL ASSESSMENTS - TRANSFER TO RESERVES	40,000	-	40,000
5	RENTAL INCOME		-	-
6	INTEREST INVESTMENTS		-	-
7	HOA FUNDING & UNION PARK EAST CDD	-	-	-
8	MISCELLANEOUS & INTEREST	-	-	-
9	FUND BALANCE FORWARD	-	245,000	245,000
10	**TOTAL REVENUE**	1,065,643	245,000	1,310,643
11				
12	**II. EXPENDITURES**			
13	**GENERAL ADMINISTRATIVE**			
14	SUPERVISORS COMPENSATION	13,000	-	13,000
15	PAYROLL TAXES	995	-	995
16	PAYROLL SERVICES	740	-	740
17	SUPERVISOR TRAVEL PER DIEM	100	-	100
18	MANAGEMENT CONSULTING SERVICES	34,000	-	34,000
19	MEETING ROOM RENTAL	2,500	-	2,500
20	ADMINISTRATIVE SERVICES	3,600	-	3,600
21	AUDITING SERVICES	4,000	-	4,000
22	CONSTRUCTION ACCOUNTING SERVICES	-	-	-
23	PLANNING, COORDINATING & CONTRACT SRVCS	-	-	-
24	INSURANCE (Liability, Property & Casualty)	54,678	-	54,678
25	REGULATORY AND PERMIT FEES	175	-	175
26	MASS MAILING	2,000	-	2,000
27	LEGAL ADVERTISEMENTS	1,500	-	1,500
28	ENGINEERING SERVICES	20,000	-	20,000
29	LEGAL SERVICES	15,000	-	15,000
30	WEBSITE HOSTING	2,015	-	2,015
31	BANK FEES	175	-	175
32	MISCELLANEOUS	500	-	500
33	PROPERTY APPRAISER	150	-	150
34	PROPERTY TAX - 32885 NATURAL BRIDGE ROAD	145	-	145
35	PERFORMANCE & WARRANTY BOND PREMIUM	-	-	-
36	COUNTRY ASSESSMENT COLLECTION	-	-	-
37	**TOTAL GENERAL ADMINISTRATIVE**	155,273	-	155,273
38				
39	**DEBT ADMINISTRATION:**			
40	DISSEMINATION AGENT	5,000	-	5,000
41	TRUSTEE FEES	12,980	-	12,980
42	ARBITRAGE	1,950	-	1,950
43	**TOTAL DEBT ADMINISTRATION**	19,930	-	19,930
44				
45	**PHYSICAL ENVIRONMENT EXPENDITURES:**			
46	STREETPOLE LIGHTING	166,860	-	166,860
47	ELECTRICITY (IRRIGATION & POND PUMPS)	5,400	-	5,400
48	WATER - RECLAIMED (Purchase well water)	-	-	-
49	LANDSCAPING MAINTENANCE	164,553	-	164,553

STATEMENT 1
UNION PARK COMMUNITY DEVELOPMENT DISTRICT
FY 2026 AMENDED BUDGET
GENERAL FUND (O&M)

		FY 2026 ADOPTED BUDGET	VARIANCE	FY 2026 AMENDED BUDGET
50	LANDSCAPE REPLENISHMENT	60,000	-	60,000
51	IRRIGATION MAINTENANCE	26,000	-	26,000
52	ENVIRONMENTAL MITIGATION & MAINT.	5,700	-	5,700
53	WATER - PASCO COUNTY UTILITIES	240	-	240
54	RUST PREVENTION	17,000	-	17,000
55	BRIDGE MAINTENANCE	20,000	50,000	70,000
56	POND MAINTENANCE	9,900	-	9,900
57	COMPREHENSIVE FIELD TECH SERVICES	17,000	-	17,000
58	SECURITY - OTHER	52,000	-	52,000
59	HOLIDAY LIGHTING	17,000	-	17,000
60	CONTINGENCY & UNBUDGETED	101,092	-	101,092
61	EROSION CONTROL	5,000	-	5,000
62	ELECTRICAL ASSESSMENT & REPAIRS	-	-	-
63	PAINTING		-	-
64	CAPITAL OUTLAY & MISC. CONSTRUCTION	-	195,000	195,000
65	**TOTAL PHYSICAL ENVIRONMENT EXPENDITURES**	**667,745**	**245,000**	**912,745**
66				
67	**COMMUNITY AMENITIES MAINTENANCE**			
68	POOL SERVICE CONTRACT	46,500	-	46,500
69	POOL MAINTENANCE & REPAIRS	5,000	-	5,000
70	POOL PERMIT	425	-	425
71	SECURITY CAMERA MONITORING	4,500	-	4,500
72	AMENITY MANAGEMENT & POOL MONITORS	39,315	-	39,315
73	AMENITY CENTER PRESSURE WASH	5,250	-	5,250
74	AMENITY CENTER CLEANING & MAINT.	21,500	-	21,500
75	AMENITY CENTER ELECTRICITY	10,500	-	10,500
76	AMENITY CENTER WATER	16,000	-	16,000
77	AMENITY CENTER PEST CONTROL	1,563	-	1,563
78	REFUSE SERVICE	2,990	-	2,990
79	PET WASTE REMOVAL	5,600	-	5,600
80	LANDSCAPE MAINTENANCE REPLACEMENT	5,000	-	5,000
81	SPLASH PAD MAINTENANCE	1,000	-	1,000
82	SECURITY KEY FOBS AND ACCESS CARD	1,500	-	1,500
83	AMENITY FURNITURE REPAIR & REPLACEMENT	5,000	-	5,000
84	AMENITY CENTER INTERNET	-	-	-
85	MISC. AMENITY CENTER REPAIRS & MAINT.	8,553	-	8,553
86	AMENITY CONTINGENCY	2,500	-	2,500
87	**TOTAL AMENITY CENTER OPERATIONS**	**182,696**	**-**	**182,696**
88				
89	OTHER FINANCING SOURCES & USES			
90	TRANSFER TO THE CAPITAL RESERVE FUND	40,000	-	40,000
91	TOTAL OTHER FIANNCING SOURCES & USES	40,000	-	40,000
92	**TOTAL EXPENDITURES**	**1,065,643**	**245,000**	**1,310,643**

STATEMENT 1
UNION PARK COMMUNITY DEVELOPMENT DISTRICT
FY 2026 AMENDED BUDGET
GENERAL FUND (O&M)

		FY 2026 ADOPTED BUDGET	VARIANCE	FY 2026 AMENDED BUDGET
93				
94	**III. EXCESS OF REVENUE OVER (UNDER) EXPEND.**	-	-	-
95	**FUND BALANCE**			
96	FUND BALANCE - BEGINNING	596,195		596,195
97	FUND BALANCE FORWARD	-		(245,000)
98	INCREASE IN CAPITAL RESERVES	40,000		40,000
99	TRANSFER OUT OF GF INTO CRF	(40,000)		(40,000)
###	**FUND BALANCE - ENDING**	596,195		351,195

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0847 **DATE:** 6/16/2026

SUBJECT: River Landing Community Development District - Proposed Budget FY 2027 Transmittal

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. RL - PROPOSED Budget FY 2027 - Final - 03 17 2026

River Landing

Community Development District

Proposed Budget
Fiscal Year 2027

Prepared By:
JPWard and Associates, LLC
2301 N.E. 37th Street
Fort Lauderdale, Florida 33308
Phone: (954) 658-4900
Email: JimWard@JPWardAssociates.com

River Landing Community Development District
General Fund - Budget
Fiscal Year 2027

Description	Fiscal Year 2026 Budget	Actual at 2/19/2026	Anticipated FYE 09/30/2026	Fiscal Year 2027 Budget	Notes
Revenues and Other Sources					
Carryforward	$ -	$ -	$ -	$ -	Cash Available to Partially Fund Operations
Assessment Revenue					
Assessments - On-Roll	$ 306,175	$ 272,683	$ 306,175	$ 335,954	Assessments from Property Owners
Total Revenue and Other Sources	**$ 306,175**	**$ 272,683**	**$ 306,175**	**$ 335,954**	
Appropriations					
Legislative					
Board of Supervisor's Fees	$ -	$ -	$ -	$ -	Statutory Required Fees (Waived By Board)
Executive					
Professional - Management	$ 47,000	$ 19,583	$ 47,000	$ 50,000	District Manager
Financial and Administrative					
Audit Services	$ 5,700	$ 7,200	$ 7,200	$ 5,200	Statutory required annual audit
Accounting Services	$ 34,000	$ 14,167	$ 34,000	$ 44,000	Accounting (Added Series 2025 Bonds)
Assessment Roll Preparation	$ 34,000	$ 14,167	$ 34,000	$ 44,000	Required Preparation of Rolls - (Added Series 2025 Bonds)
Arbitrage Rebate Fees	$ 1,500	$ 500	$ 1,500	$ 1,500	IRS Required Calculation to insure interet on bond funds does not exceed interest paid on bonds
Other Contractual Services					
Legal Advertising	$ 2,800	$ 198	$ 3,500	$ 3,000	Statutory Requied Legal Advertising
Trustee Services	$ 15,480	$ 4,246	$ 12,739	$ 12,739	Trust Fees for Bonds (Added Series 2025 Bonds)
Dissemination Agent Services	$ 6,000	$ -	$ 7,000	$ 7,000	Required SEC Reporting for Bonds
Bond Amortization Schedules	$ 1,500	$ -	$ 1,000	$ 1,000	
Property Appraiser Fees	$ 150	$ -	$ 350	$ 400	Annual Fee
Bank Service Fees	$ 250	$ -	$ 250	$ 250	Bank Fees - Governmental Accounts
Communications and Freight Services					
Postage, Freight & Messenger	$ 500	$ 13	$ 430	$ 500	Agenda Mailings and other Misc Mailings
Computer Services (Web Site)	$ 2,400	$ 1,200	$ 2,400	$ 2,400	Statutory Maintenance of District Web Sites

River Landing Community Development District
General Fund - Budget
Fiscal Year 2027

Description	Fiscal Year 2026 Budget	Actual at 2/19/2026	Anticipated FYE 09/30/2026	Fiscal Year 2027 Budget	Notes
Insurance	$ 22,289	$ 23,374	$ 23,374	$ 23,874	General Liability, D&O Liability, Street Lights Property/Liability Insurance
Subscriptions and Memberships	$ 175	$ 175	$ 175	$ 175	Department of Economic Opportunity Fee
Printing and Binding	$ 100	$ -	$ 300	$ 300	Agenda books and copies
Legal Services					
General Counsel	$ 10,000	$ 110	$ 7,500	$ 8,000	District Attorney
Other General Government Services					
Engineering Services	$ 5,000	$ 1,475	$ 7,500	$ 10,000	District Engineer
Contingencies	$ -	$ -	$ -	$ -	N/A for FY 2027
Other Physical Environment					
Repairs and Maintenance					
Wetland Maintenance	$ 100,000	$ 38,900	$ 91,500	$ 95,000	Wetland Maintenance for Single Family Homes Only
Lake Maintenance	$ -	$ -	$ -	$ 3,600	Monthly Lake Maintenance for Town Houses Only
Preserve Maintenance	$ -	$ -	$ -	$ 4,000	Quarterly Preserve Maintenance for Town Houses Only
Reserves					
Extrordinary Capital or Additional Operations	$ -	$ -	$ -	$ -	Long Term Capital Planning Tool - create a stable/equitable funding plan to offset additions or renewal for operations expenditures and to create a stable fund for Hurricane Cleanup/Restoration.
Other Fees and Charges					
Discounts, Tax Collector Fee and Property Appraiser Fee	$ 17,331	$ -	$ 17,331	$ 19,016	
Total Expenditures and Other Uses	**$ 306,175**	**$ 125,308**	**$ 299,048**	**$ 335,954**	
Fund Balances:					
Change from Current Year Operations	$ -	$ 147,375	$ 7,126	$ -	Cash Over (Short) at Fiscal Year End
Fund Balance - *Beginning	**$ 202,514**		**$ 202,514**	**$ 209,640**	
Current Year Reserve Appropriation	$ -		$ -	$ -	Budgeted Funds for Long Term Capital Planning
Total Fund Balance	**$ 202,514**		**$ 209,640**	**$ 209,640**	

***Beginning Fund Balance at 10/1/2025 per audited financial statements**

Prepared By:
JPWard and Associates, LLC

River Landing Community Development District
General Fund - Budget
Fiscal Year 2027

Description	Fiscal Year 2026 Budget	Actual at 2/19/2026	Anticipated FYE 09/30/2026	Fiscal Year 2027 Budget	Notes
Fund Balance - Allocations/Use of Funds					
Extraordinary Capital/Operations	$ 125,970		$ 134,878	$ 125,652	Long Term Capital Planning - Balance of Funds
1st Three (3) Months Operations	$ 76,544		$ 74,762	$ 83,989	Required to Meet Cash Needs until Assessment Rec'd.
Total Fund Balance	**$ 202,514**		**$ 209,640**	**$ 209,640**	

Description of Product:	FY 2026	FY 2027	
Townhouse: (excludes Wetland Maintenance)			
Assessment Rate (General & Administrative Costs Only)	$ 229.51	$ 262.26	
Added Assessment Rate - Lake & Preserve Maintenance	$ -	$ 30.40	Added FY27 - Townhouses only
Total Assessment Rate - Townhouse	**$ 229.51**	**$ 292.66**	
CAP Rate:	$ 320.50	$ 351.19	
Single Family: (excludes Lake & Preserve Maintenance)			
Assessment Rate (General & Administrative Costs Only)	$ 229.51	$ 262.26	
Added Assessment Rate - Wetland Maintenance	$ 171.77	$ 165.04	
Total Assessment Rate - Single Family	**$ 401.29**	**$ 427.30**	
Cap Rate:	$ 481.54	$ 512.76	
Total Units Subject to Assessment	**870**	**865**	Final Unit Counts AFTER all Land Platted
Single Family Units Subject to Preserve Assessment	620	615	Final Unit Counts AFTER all Land Platted
Townhome Units - Total	250	250	Final Unit Counts AFTER all Land Platted
Adopted Cap Rate: (Adopted FY25)			
Cap Rate: TOWNHOUSE	$ 320.50	$ 320.50	Adopted CAP Rate (For Townhomes FY 2025)
Cap Rate: SINGLE FAMILY	$ 481.54	$ 481.54	Revised for Preserve Maintenance

River Landing Community Development District
Debt Service Fund - Series 2020A Bonds - Budget
Fiscal Year 2027

Description	Fiscal Year 2026 Budget	Actual at 2/19/2026	Anticipated FYE 09/30/2026	Fiscal Year 2027 Budget
Revenues and Other Sources				
Carryforward	$ -	$ -	$ -	
Interest Income				
Reserve Account	$ 11,110	$ 4,018	$ 9,642	$ 8,678
Revenue Account	$ 12,554	$ 5,248	$ 12,596	$ 11,336
Special Assessment Revenue				
Special Assessment - On-Roll	$ 527,685	$ 464,570	$ 527,685	$ 527,685
Total Revenue and Other Sources	**$ 551,349**	**$ 473,836**	**$ 549,924**	**$ 547,700**
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory	$ 175,000	$ -	$ 175,000	$ 180,000
Interest Expense	$ 331,890	$ 165,945	$ 331,890	$ 325,590
Other Fees and Charges				
Discounts/Collection Costs	$ 35,482	$ -	$ 35,482	$ 35,391
Total Expenditures and Other Uses	**$ 542,372**	**$ 165,945**	**$ 542,372**	**$ 540,981**
Net Increase/(Decrease) in Fund Balance	$ 8,977	$ 307,891	$ 7,551	$ 6,718
Fund Balance - Beginning	$ 545,956	$ 545,956	$ 545,956	$ 553,508
Fund Balance - Ending	**$ 554,933**	**$ 853,848**	**$ 553,508**	**$ 560,226**

Restricted Fund Balance:	
Reserve Account Requirement	$ 253,546
Restricted for November 1, 2027 Interest Payment	$ 159,555
Total - Restricted Fund Balance:	**$ 413,101**

Description of Product:	Number of Units	FY 2026 Rate	FY 2027 Rate
Townhouse (20')	126	$ 495.08	$ 495.08
Single Family 50' - 55'	88	$ 1,287.22	$ 1,287.22
Single Family 60' - 64'	63	$ 1,534.76	$ 1,534.76
Single Family 65' - 69'	41	$ 1,609.02	$ 1,609.02
Single Family 70' - 74'	12	N/A	N/A
Single Family 75' - 79'	102	$ 1,856.57	$ 1,856.57
Total:	**432**		

River Landing Community Development District

Debt Service Fund - Series 2020A

Description	Principal Prepayments	Principal	Coupon Rate	Interest	Annual Debt Service	Par Outstanding
Par Amount Issued:		**$ 8,585,000**	**Varies**			
5/1/2024		$ 175,000	3.000%	$ 171,168.75		
11/1/2024				$ 168,495.00	$ 168,495.00	$ 8,095,000
5/1/2025		$ 170,000	3.000%	$ 168,495.00		
11/1/2025				$ 165,945.00	$ 504,440.00	$ 7,925,000
5/1/2026		$ 175,000	3.600%	$ 165,945.00		
11/1/2026				$ 162,795.00	$ 503,740.00	$ 7,750,000
5/1/2027		$ 180,000	3.600%	$ 162,795.00		
11/1/2027				$ 159,555.00	$ 502,350.00	$ 7,570,000
5/1/2028		$ 190,000	3.600%	$ 159,555.00		
11/1/2028				$ 156,135.00	$ 505,690.00	$ 7,380,000
5/1/2029		$ 195,000	3.600%	$ 156,135.00		
11/1/2029				$ 152,625.00	$ 503,760.00	$ 7,185,000
5/1/2030		$ 205,000	3.600%	$ 152,625.00		
11/1/2030				$ 148,935.00	$ 506,560.00	$ 6,980,000
5/1/2031		$ 210,000	4.125%	$ 148,935.00		
11/1/2031				$ 144,603.75	$ 503,538.75	$ 6,770,000
5/1/2032		$ 220,000	4.125%	$ 144,603.75	.	
11/1/2032				$ 140,066.25	$ 504,670.00	$ 6,550,000
5/1/2033		$ 230,000	4.125%	$ 140,066.25		
11/1/2033				$ 135,322.50	$ 505,388.75	$ 6,320,000
5/1/2034		$ 240,000	4.125%	$ 135,322.50		
11/1/2034				$ 130,372.50	$ 505,695.00	$ 6,080,000
5/1/2035		$ 250,000	4.125%	$ 130,372.50		
11/1/2035				$ 125,216.25	$ 505,588.75	$ 5,830,000
5/1/2036		$ 260,000	4.125%	$ 125,216.25		
11/1/2036				$ 119,853.75	$ 505,070.00	$ 5,570,000
5/1/2037		$ 270,000	4.125%	$ 119,853.75		
11/1/2037				$ 114,285.00	$ 504,138.75	$ 5,300,000
5/1/2038		$ 280,000	4.125%	$ 114,285.00		
11/1/2038				$ 108,510.00	$ 502,795.00	$ 5,020,000
5/1/2039		$ 295,000	4.125%	$ 108,510.00		
11/1/2039				$ 102,425.63	$ 505,935.63	$ 4,725,000
5/1/2040		$ 305,000	4.125%	$ 102,425.63		
11/1/2040				$ 96,135.00	$ 503,560.63	$ 4,420,000
5/1/2041		$ 320,000	4.350%	$ 96,135.00		
11/1/2041				$ 89,175.00	$ 505,310.00	$ 4,100,000
5/1/2042		$ 335,000	4.350%	$ 89,175.00		
11/1/2042				$ 81,888.75	$ 506,063.75	$ 3,765,000
5/1/2043		$ 350,000	4.350%	$ 81,888.75		
11/1/2043				$ 74,276.25	$ 506,165.00	$ 3,415,000
5/1/2044		$ 365,000	4.350%	$ 74,276.25		
11/1/2044				$ 66,337.50	$ 505,613.75	$ 3,050,000
5/1/2045		$ 380,000	4.350%	$ 66,337.50		
11/1/2045				$ 58,072.50	$ 504,410.00	$ 2,670,000
5/1/2046		$ 395,000	4.350%	$ 58,072.50		
11/1/2046				$ 49,481.25	$ 502,553.75	$ 2,275,000

River Landing Community Development District

Debt Service Fund - Series 2020A

Description	Principal Prepayments	Principal	Coupon Rate	Interest	Annual Debt Service	Par Outstanding
5/1/2047		$ 415,000	4.350%	$ 49,481.25		
11/1/2047				$ 40,455.00	$ 504,936.25	$ 1,860,000
5/1/2048		$ 435,000	4.350%	$ 40,455.00		
11/1/2048				$ 30,993.75	$ 506,448.75	$ 1,425,000
5/1/2049		$ 455,000	4.350%	$ 30,993.75		
11/1/2049				$ 21,097.50	$ 507,091.25	$ 970,000
5/1/2050		$ 475,000	4.350%	$ 21,097.50		
11/1/2050				$ 10,766.25	$ 506,863.75	$ 495,000
5/1/2051		$ 495,000	4.350%	$ 10,766.25	$ 505,766.25	$ -
		$ 8,585,000		**$ 6,894,502.20**	**$ 15,133,333.45**	

Par Outstanding at 9/30/2027 $ 7,570,000

River Landing Community Development District
Debt Service Fund - Series 2023A Bonds - Budget
Fiscal Year 2027

Description	Fiscal Year 2026 Budget	Actual at 2/19/2026	Anticipated FYE 09/30/2026	Fiscal Year 2027 Budget
Revenues and Other Sources				
Carryforward	$ -	$ -	$ -	
Interest Income				
Reserve Account	$ 5,916	$ 2,139	$ 5,134	$ 4,621
Revenue Account	$ 3,753	$ 1,779	$ 4,268	$ 3,842
Capitalized Interest Account	$ 74	$ -	$ -	$ -
Special Assessment Revenue				
Special Assessment - On-Roll	$ 286,992	$ 253,015	$ 286,992	$ 286,992
Interfund Transfers In	$ -	$ -	$ -	$ -
Total Revenue and Other Sources	**$ 296,735**	**$ 256,933**	**$ 296,395**	**$ 295,455**
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory	$ 60,000	$ -	$ 60,000	$ 60,000
Interest Expense	$ 209,613	$ 104,806	$ 209,613	$ 206,733
Other Fees and Charges				
Discounts/Collection Costs	$ 18,901		$ 18,901	$ 18,901
Interfund Transfers Out	$ -	$ 2,139	$ 2,139	$ -
Total Expenditures and Other Uses	**$ 288,513**	**$ 106,946**	**$ 290,653**	**$ 285,633**
Net Increase/(Decrease) in Fund Balance	$ 8,221	$ 149,988	$ 5,742	$ 9,821
Fund Balance - Beginning	$ 291,020	$ 291,020	$ 291,020	$ 296,762
Fund Balance - Ending	**$ 299,241**	**$ 441,008**	**$ 296,762**	**$ 306,584**

Restricted Fund Balance:	
Reserve Account Requirement	$ 135,006
Restricted for November 1, 2027 Interest Payment	$ 101,926
Total - Restricted Fund Balance:	**$ 236,933**

Description of Product:	Number of Units	FY 2026 Rate	FY 2027 Rate
Townhouse (20')	68	$ 533.69	$ 533.69
Single Family 50' - 55'	79	$ 1,387.60	$ 1,387.60
Single Family 60' - 64'	26	$ 1,654.44	$ 1,654.44
Single Family 65' - 69'	15	$ 1,734.49	$ 1,734.49
Single Family 70' - 74'	0	N/A	N/A
Single Family 75' - 79'	36	$ 2,001.34	$ 2,001.34
Total:	**224**		

River Landing Community Development District

Debt Service Fund - Series 2023A

Description	Principal Prepayments	Principal	Coupon Rate	Interest	Annual Debt Service	Par Outstanding
Par Amount Issued:		**$ 3,870,000**	**Varies**			
11/1/2023				$ 87,150.85		
5/1/2024		$ 55,000	4.800%	$ 107,446.25	$ 249,597.10	$ 3,815,000
11/1/2024				$ 106,126.25		
5/1/2025		$ 55,000	4.800%	$ 106,126.25	$ 267,252.50	$ 3,760,000
11/1/2025				$ 104,806.25		
5/1/2026		$ 60,000	4.800%	$ 104,806.25	$ 269,612.50	$ 3,700,000
11/1/2026				$ 103,366.25		
5/1/2027		$ 60,000	4.800%	$ 103,366.25	$ 266,732.50	$ 3,640,000
11/1/2027				$ 101,926.25		
5/1/2028		$ 65,000	4.800%	$ 101,926.25	$ 268,852.50	$ 3,575,000
11/1/2028				$ 100,366.25		
5/1/2029		$ 70,000	4.800%	$ 100,366.25	$ 270,732.50	$ 3,505,000
11/1/2029				$ 98,686.25		
5/1/2030		$ 70,000	4.800%	$ 98,686.25	$ 267,372.50	$ 3,435,000
11/1/2030				$ 97,006.25		
5/1/2031		$ 75,000	5.500%	$ 97,006.25	$ 269,012.50	$ 3,360,000
11/1/2031				$ 94,943.75		
5/1/2032		$ 80,000	5.500%	$ 94,943.75	$ 269,887.50	$ 3,280,000
11/1/2032				$ 92,743.75		
5/1/2033		$ 85,000	5.500%	$ 92,743.75	$ 270,487.50	$ 3,195,000
11/1/2033				$ 90,406.25		
5/1/2034		$ 90,000	5.500%	$ 90,406.25	$ 270,812.50	$ 3,105,000
11/1/2034				$ 87,931.25		
5/1/2035		$ 95,000	5.500%	$ 87,931.25	$ 270,862.50	$ 3,010,000
11/1/2035				$ 85,318.75		
5/1/2036		$ 100,000	5.500%	$ 85,318.75	$ 270,637.50	$ 2,910,000
11/1/2036				$ 82,568.75		
5/1/2037		$ 105,000	5.500%	$ 82,568.75	$ 270,137.50	$ 2,805,000
11/1/2037				$ 79,681.25		
5/1/2038		$ 110,000	5.500%	$ 79,681.25	$ 269,362.50	$ 2,695,000
11/1/2038				$ 76,656.25		
5/1/2039		$ 120,000	5.500%	$ 76,656.25	$ 273,312.50	$ 2,575,000
11/1/2039				$ 73,356.25		
5/1/2040		$ 125,000	5.500%	$ 73,356.25	$ 271,712.50	$ 2,450,000
11/1/2040				$ 69,918.75		
5/1/2041		$ 130,000	5.500%	$ 69,918.75	$ 269,837.50	$ 2,320,000
11/1/2041				$ 66,343.75		
5/1/2042		$ 140,000	5.500%	$ 66,343.75	$ 272,687.50	$ 2,180,000

River Landing Community Development District

Debt Service Fund - Series 2023A

Description	Principal Prepayments	Principal	Coupon Rate	Interest	Annual Debt Service	Par Outstanding
11/1/2042				$ 62,493.75		
5/1/2043		$ 145,000	5.500%	$ 62,493.75	$ 269,987.50	$ 2,035,000
11/1/2043				$ 58,506.25		
5/1/2044		$ 155,000	5.750%	$ 58,506.25	$ 272,012.50	$ 1,880,000
11/1/2044				$ 54,050.00		
5/1/2045		$ 165,000	5.750%	$ 54,050.00	$ 273,100.00	$ 1,715,000
11/1/2045				$ 49,306.25		
5/1/2046		$ 175,000	5.750%	$ 49,306.25	$ 273,612.50	$ 1,540,000
11/1/2046				$ 44,275.00		
5/1/2047		$ 185,000	5.750%	$ 44,275.00	$ 273,550.00	$ 1,355,000
11/1/2047				$ 38,956.25		
5/1/2048		$ 195,000	5.750%	$ 38,956.25	$ 272,912.50	$ 1,160,000
11/1/2048				$ 33,350.00		
5/1/2049		$ 205,000	5.750%	$ 33,350.00	$ 271,700.00	$ 955,000
11/1/2049				$ 27,456.25		
5/1/2050		$ 220,000	5.750%	$ 27,456.25	$ 274,912.50	$ 735,000
11/1/2050				$ 21,131.25		
5/1/2051		$ 230,000	5.750%	$ 21,131.25	$ 272,262.50	$ 505,000
11/1/2051				$ 14,518.75		
5/1/2052		$ 245,000	5.750%	$ 14,518.75	$ 274,037.50	$ 260,000
11/1/2052				$ 7,475.00		
5/1/2053		$ 260,000	5.750%	$ 7,475.00	$ 274,950.00	$ -
		$ 3,870,000		**$ 4,241,939.60**	**$ 8,111,939.60**	

Par Outstanding at 9/30/2027 $ 3,640,000.00

River Landing Community Development District
Debt Service Fund - Series 2025 Bonds - Budget
Fiscal Year 2027

Description	Fiscal Year 2026 Budget	Actual at 2/19/2026	Anticipated FYE 09/30/2026	Fiscal Year 2027 Budget
Revenues and Other Sources				
Carryforward	$ 255,178	$ -	$ 255,178	$ -
Interest Income				
Reserve Account	$ 760	$ 900	$ 2,161	$ 1,945
Revenue Account	$ 1,520	$ 1,036	$ 2,486	$ 2,237
Prepayment Account	$ -	$ 270	$ 647	$ 583
Capitalized Interest Account	$ -	$ 646	$ 646	$ -
Special Assessment Revenue				-
Special Assessment - On-Roll	$ 377,570	$ 338,594	$ 377,570	$ 372,659
Special Assessment - Prepayment	$ -	$ 25,698	$ 25,698	$ -
Interfund Transfers In	$ -	$ -	$ -	$ -
Total Revenue and Other Sources	**$ 635,029**	**$ 367,144**	**$ 664,386**	**$ 377,424**
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory	$ 80,000	$ -	$ 80,000	$ 80,000
Principal Debt Service - Early Redemptions	$ -	$ 30,000	$ 30,000	$ -
Interest Expense	$ 273,253	$ 137,029	$ 272,850	$ 268,283
Other Fees and Charges				
Discounts/Collection Costs	$ 18,901	$ -	$ 18,901	$ 24,380
Interfund Transfers Out	$ -	$ 2,611	$ 2,611	$ -
Total Expenditures and Other Uses	**$ 372,153**	**$ 169,640**	**$ 404,362**	**$ 372,662**
Net Increase/(Decrease) in Fund Balance	$ 262,875	$ 197,504	$ 260,024	$ 4,761
Fund Balance - Beginning	$ 259,070	$ 259,070	$ 259,070	$ 519,095
Fund Balance - Ending	**$ 521,946**	**$ 456,574**	**$ 519,095**	**$ 523,856**

Restricted Fund Balance:	
Reserve Account Requirement	$ 88,191
Restricted for November 1, 2027 Interest Payment	$ 132,461
Total - Restricted Fund Balance:	**$ 220,652**

Description of Product:	Number of Units	FY 2026 Rate	FY 2027 Rate
Townhouse (20')	56	$ 535.01	$ 535.01
Single Family 50' - 55'	51	$ 1,926.01	$ 1,926.01
Single Family 60' - 64'	59	$ 2,247.00	$ 2,247.00
Single Family 65' - 69'	0	$ -	$ -
Single Family 70' - 74'	0	$ -	$ -
Single Family 75' - 79'	42	$ 2,664.26	$ 2,664.26
Total:	**208**		

River Landing Community Development District

Debt Service Fund - Series 2025A

Description	Principal Prepayments	Principal	Coupon Rate	Interest	Annual Debt Service	Par Outstanding
Par Amount Issued:		**$ 5,245,000**	**Varies**			
5/1/2025		$ -		$ 30,361.39	$ 30,361.39	$ 5,245,000
11/1/2025	$ 30,000.00			$ 136,626.25		$ 5,215,000
5/1/2026		$ 80,000	4.200%	$ 135,821.25	$ 382,447.50	$ 5,135,000
11/1/2026				$ 134,141.25		
5/1/2027		$ 80,000	4.200%	$ 134,141.25	$ 348,282.50	$ 5,055,000
11/1/2027				$ 132,461.25		
5/1/2028		$ 85,000	4.200%	$ 132,461.25	$ 349,922.50	$ 4,970,000
11/1/2028				$ 130,676.25		
5/1/2029		$ 90,000	4.200%	$ 130,676.25	$ 351,352.50	$ 4,880,000
11/1/2029				$ 128,786.25		
5/1/2030		$ 95,000	4.200%	$ 128,786.25	$ 352,572.50	$ 4,785,000
11/1/2030				$ 126,791.25		
5/1/2031		$ 95,000	4.200%	$ 126,791.25	$ 348,582.50	$ 4,690,000
11/1/2031				$ 124,796.25		
5/1/2032		$ 100,000	4.200%	$ 124,796.25	$ 349,592.50	$ 4,590,000
11/1/2032				$ 122,696.25		
5/1/2033		$ 105,000	5.200%	$ 122,696.25	$ 350,392.50	$ 4,485,000
11/1/2033				$ 119,966.25		
5/1/2034		$ 110,000	5.200%	$ 119,966.25	$ 349,932.50	$ 4,375,000
11/1/2034				$ 117,106.25		
5/1/2035		$ 115,000	5.200%	$ 117,106.25	$ 349,212.50	$ 4,260,000
11/1/2035				$ 114,116.25		
5/1/2036		$ 125,000	5.200%	$ 114,116.25	$ 353,232.50	$ 4,135,000
11/1/2036				$ 110,866.25		
5/1/2037		$ 130,000	5.200%	$ 110,866.25	$ 351,732.50	$ 4,005,000
11/1/2037				$ 107,486.25		
5/1/2038		$ 135,000	5.200%	$ 107,486.25	$ 349,972.50	$ 3,870,000
11/1/2038				$ 103,976.25		
5/1/2039		$ 145,000	5.200%	$ 103,976.25	$ 352,952.50	$ 3,725,000
11/1/2039				$ 100,206.25		
5/1/2040		$ 150,000	5.200%	$ 100,206.25	$ 350,412.50	$ 3,575,000
11/1/2040				$ 96,306.25		
5/1/2041		$ 160,000	5.200%	$ 96,306.25	$ 352,612.50	$ 3,415,000
11/1/2041				$ 92,146.25		
5/1/2042		$ 170,000	5.200%	$ 92,146.25	$ 354,292.50	$ 3,245,000
11/1/2042				$ 87,726.25		
5/1/2043		$ 180,000	5.200%	$ 87,726.25	$ 355,452.50	$ 3,065,000
11/1/2043				$ 83,046.25		
5/1/2044		$ 185,000	5.200%	$ 83,046.25	$ 351,092.50	$ 2,880,000

River Landing Community Development District

Debt Service Fund - Series 2025A

Description	Principal Prepayments	Principal	Coupon Rate	Interest	Annual Debt Service	Par Outstanding
11/1/2044				$ 78,236.25		
5/1/2045		$ 195,000	5.200%	$ 78,236.25	$ 351,472.50	$ 2,685,000
11/1/2045				$ 73,166.25		
5/1/2046		$ 205,000	5.450%	$ 73,166.25	$ 351,332.50	$ 2,480,000
11/1/2046				$ 67,580.00		
5/1/2047		$ 220,000	5.450%	$ 67,580.00	$ 355,160.00	$ 2,260,000
11/1/2047				$ 61,585.00		
5/1/2048		$ 230,000	5.450%	$ 61,585.00	$ 353,170.00	$ 2,030,000
11/1/2048				$ 55,317.50		
5/1/2049		$ 245,000	5.450%	$ 55,317.50	$ 355,635.00	$ 1,785,000
11/1/2049				$ 48,641.25		
5/1/2050		$ 260,000	5.450%	$ 48,641.25	$ 357,282.50	$ 1,525,000
11/1/2050				$ 41,556.25		
5/1/2051		$ 270,000	5.450%	$ 41,556.25	$ 353,112.50	$ 1,255,000
11/1/2051				$ 34,198.75		
5/1/2052		$ 290,000	5.450%	$ 34,198.75	$ 358,397.50	$ 965,000
11/1/2052				$ 26,296.25		
5/1/2053		$ 305,000	5.450%	$ 26,296.25	$ 357,592.50	$ 660,000
11/1/2053				$ 17,985.00		
5/1/2054		$ 320,000	5.450%	$ 17,985.00	$ 355,970.00	$ 340,000
11/1/2054				$ 9,265.00		
5/1/2055		$ 340,000	5.450%	$ 9,265.00	$ 358,530.00	$ -
		$ 5,245,000		**$ 5,397,058.89**	**$ 10,642,058.89**	

Par Outstanding at 9/30/2027 $ 5,055,000.00

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0848 **DATE:** 6/16/2026

SUBJECT: Acacia Fields Community Development District Proposed Fiscal Year 2026-2027 Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. Acacia Fields Community Development District Proposed Budget

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida (813) 944-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

May 13, 2026

Agenda Coordinator – Board of County Commissioners
Pasco County Board of County Commissioners
8731 Citizens Drive
New Port Richey, FL 34654-5572

Re: Acacia Fields Community Development District Proposed
Fiscal Year 2026-2027 Budget

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2026/2027 budget (the "Proposed Budget") approved by the Board of Supervisors of the Acacia Fields Community Development District (the "Board") for the purpose of setting a hearing to consider public comment and testimony on same. The public hearing on the Proposed Budget has been scheduled for **July 14, 2026** at **9:00 a.m. at the Hilton Garden Inn located at 2155 Northpointe Parkway Lutz, Fl 33558.**

Transmittal of the enclosed Proposed Budget is being made for purposes of disclosure and information, in accordance with the requirement set forth in Section 190.008(b), *Florida Statutes.*

Should you have any questions, please do not hesitate to contact me at your earliest convenience at 813-933-5571

Sincerely,

Scott Brizendine

Scott Brizendine
District Manager

Proposed Budget
Acacia Fields Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
1							
2	**ASSESSMENT REVENUES**						
3							
4	***Special Assessments***						
5	Tax Roll	$ -	$ -	$ -	$ -	$ 468,321	$ 468,321
6							
7	**Assessment Revenue Subtotal**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 468,321**	**$ 468,321**
8							
9	**REVENUES**						
10							
11	***Interest Earnings***						
12	Interest Earnings	$ 3	$ 5	$ -	$ 5	$ -	$ -
13	***Contribution from Private Sources***						
14	Developer Contributions	$ 109,252	$ 211,319	$ 255,530	$ (44,211)	$ -	$ (255,530)
15							
16	**Other Revenue Subtotal**	**$ 109,255**	**$ 211,324**	**$ 255,530**	**$ (44,206)**	**$ -**	**$ (255,530)**
17							
18	TOTAL REVENUES	$ 109,255	$ 211,324	$ 255,530	$ (44,206)	$ 468,321	$ 212,791
19							
20	**EXPENDITURES - ADMINISTRATIVE**						
21							
22	***Legislative***						
23	Employee - Payroll Processing Fees	$ 132	$ 1,000	$ -	$ (1,000)	$ 2,300	$ 2,300
24	Employee - Payroll Taxes	$ 186	$ 325	$ -	$ (325)	$ 950	$ 950
25	Supervisor Fees	$ 5,524	$ 10,800	$ 10,800	$ -	$ 12,000	$ 1,200
26	Supervisor Workers Comp Insurance	$ 879	$ 879	$ -	$ (879)	$ 1,582	$ 1,582
27	***Financial & Administrative***						
28	Accounting Services	$ 7,500	$ 17,500	$ 17,100	$ (400)	$ 19,200	$ 2,100
29	Administrative Services	$ 2,100	$ 4,200	$ 4,200	$ -	$ 4,200	$ -
30	Arbitrage Rebate Calculation	$ 363	$ -	$ 500	$ 500	$ 500	$ -
31	Auditing Services	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000
32	Disclosure Report	$ -	$ 2,083	$ 2,500	$ 5,000	$ 5,000	$ 2,500
33	District Engineer	$ -	$ -	$ 12,000	$ 12,000	$ 12,000	$ -
34	District Management	$ 9,600	$ 21,550	$ 20,100	$ (1,450)	$ 21,000	$ 900
35	Dues, Licenses & Fees	$ 1,625	$ 1,625	$ 875	$ (750)	$ 175	$ (700)
36	Financial & Revenue Collections	$ -	$ 1,500	$ 1,800	$ 300	$ 3,600	$ 1,800
37	Legal Advertising	$ 1,099	$ 1,500	$ 1,500	$ -	$ 700	$ (800)
38	Miscellaneous Mailings	$ -	$ 364	$ -	$ (364)	$ 500	$ 500
39	Public Officials Liability Insurance	$ 2,250	$ 2,250	$ 2,250	$ -	$ 2,475	$ 225
40	Trustee Fees	$ -	$ -	$ 4,000	$ 4,000	$ 4,000	$ -
41	Website Hosting, Maintenance, Backup	$ 600	$ 2,813	$ 2,813	$ -	$ 2,933	$ 120
42	***Legal Counsel***						
43	District Counsel	$ 17,891	$ 36,883	$ 20,000	$ (16,883)	$ 30,000	$ 10,000

Proposed Budget
Acacia Fields Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
44							
45	**Administrative Subtotal**	**$ 49,749**	**$ 105,273**	**$ 100,438**	**$ (251)**	**$ 128,115**	**$ 27,677**
46							
47	**EXPENDITURES - FIELD OPERATIONS**						
48							
49	***Electric Utility Services***						
50	Utility - Street Lights	$ 18,797	$ 50,521	$ 46,762	$ (3,759)	$ 76,021	$ 29,259
51	Utility Services	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000
52	***Stormwater Control***						
53	Aquatic Maintenance	$ 2,790	$ 5,580	$ 5,580	$ -	$ 11,160	$ 5,580
54	Wetland Monitoring & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
55	***Other Physical Environment***						
56	Entry & Wall Maintenance & Repairs	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000
57	Fence Repairs	$ -	$ -	$ -	$ -	$ 10,000	$ 10,000
58	General Liability Insurance	$ 2,750	$ 2,750	$ 2,750	$ -	$ 3,025	$ 275
59	Irrigation Repairs	$ -	$ -	$ -	$ -	$ -	$ -
60	Landscape - Mulch	$ -	$ -	$ -	$ -	$ 10,000	$ 10,000
61	Landscape Inspection Services	$ -	$ -	$ -	$ -	$ -	$ -
62	Landscape & Irrigation Maintenance	$ -	$ 47,200	$ 80,000	$ 32,800	$ 110,000	$ 30,000
63	Landscape Replacement Plants,Shrubs, Trees	$ -	$ -	$ -	$ -	$ 20,000	$ 20,000
64	Maintenance & Repairs	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000
65	Pedestrian Boardwalk and Bridge Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
66	Property Insurance	$ -	$ -	$ -	$ -	$ 25,000	$ 25,000
67	Sidewalk/Road Repairs	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000
68	Street Sign Repairs/Replacement	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000
69	Trail/Bike Path Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
70	Water Management (Irrigation and Wells)	$ -	$ -	$ -	$ -	$ 10,000	$ 10,000
71	***Miscellaneous Contingency***						
72	Miscellaneous Contingency	$ 31,464	$ -	$ 20,000	$ 20,000	$ 40,000	$ 20,000
73							
74	**Field Operations Subtotal**	**$ 55,801**	**$ 106,051**	**$ 155,092**	**$ 49,041**	**$ 340,206**	**$ 185,114**
75							
76	TOTAL EXPENDITURES	$ 105,550	$ 211,324	$ 255,530	$ 48,790	$ 468,321	$ 212,791
77							
78	**EXCESS OF REVENUES OVER EXPENDITURES**	**$ 3,705**	**$ -**	**$ -**	**$ 4,584**	**$ -**	**$ -**
79							

Acacia Fields Community Development District

Debt Service

Fiscal Year 2026/2027

Chart of Accounts Classification	Series 2026	Budget for 2026/2027
REVENUES		
Special Assessments		
Net Special Assessments [1]	$757,627.50	$757,627.50
TOTAL REVENUES	**$757,627.50**	**$757,627.50**
EXPENDITURES		
Administrative		
Debt Service Obligation	$757,627.50	$757,627.50
Administrative Subtotal	**$757,627.50**	**$757,627.50**
TOTAL EXPENDITURES	**$757,627.50**	**$757,627.50**
EXCESS OF REVENUES OVER EXPENDITURES	**$0.00**	**$0.00**

Pasco County Collection Costs (2%) and Early Payment Discounts (4%)	6.0%
GROSS ASSESSMENTS	**$805,986.70**

Notes:

Tax Roll Collection Costs for Pasco County is 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

[1] Estimated Maximum Annual Debt Service

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2026/2027 O&M Budget:		$468,321.00	**2025/2026 O&M Budget:**	$0.00
Collection Costs:	**2%**	$9,964.28	**2026/2027 O&M Budget:**	$468,321.00
Early Payment Discounts:	**4%**	$19,928.55		
2026/2027 Total:		**$498,213.83**	**Total Difference:**	**$468,321.00**

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparision		Proposed Increase / Decrease	
		2025/2026	*2026/2027*	$	%
Townhome	Series 2026 Debt Service	$0.00	$917.51	$917.51	(1)
	Operations/Maintenance	$0.00	$564.82	$564.82	(2)
	Total	**$0.00**	**$1,482.33**	**$1,482.33**	(1) (2)
Single Family 40'	Series 2026 Debt Service	$0.00	$1,490.95	$1,490.95	(1)
	Operations/Maintenance	$0.00	$922.15	$922.15	(2)
	Total	**$0.00**	**$2,413.10**	**$2,413.10**	(1) (2)
Single Family 50'	Series 2026 Debt Service	$0.00	$1,863.69	$1,863.69	(1)
	Operations/Maintenance	$0.00	$1,152.69	$1,152.69	(2)
	Total	**$0.00**	**$3,016.38**	**$3,016.38**	(1) (2)
Single Family 55'	Series 2026 Debt Service	$0.00	$2,050.05	$2,050.05	(1)
	Operations/Maintenance	$0.00	$1,267.95	$1,267.95	(2)
	Total	**$0.00**	**$3,318.00**	**$3,318.00**	(1) (2)

(1) The Series 2026 Bonds are anticpated to be issued in April 2026. Therefore, the Series 2026 Assessments are expected to be levied beginning FY 2026-2027.

(2) The District's FY 2025-2026 Budget was funded by the developer in lieu of levying O&M assessments.

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		**$468,321.00**
COLLECTION COSTS @	**2.0%**	**$9,964.28**
EARLY PAYMENT DISCOUNT @	**4.0%**	**$19,928.55**
TOTAL O&M ASSESSMENT		**$498,213.83**

UNITS ASSESSED

LOT SIZE	O&M	SERIES 2026 DEBT SERVICE [1]
Townhome	108	108
Single Family 40'	176	176
Single Family 50'	167	167
Single Family 55'	65	65
Total Community	**516**	**516**

ALLOCATION OF O&M ASSESSMENT

EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
0.49	52.92	12.24%	$61,000.13
0.80	140.80	32.58%	$162,298.15
1.00	167.00	38.64%	$192,498.52
1.10	71.50	16.54%	$82,417.03
	432.22	**100%**	**$498,213.83**

PER LOT ANNUAL ASSESSMENT

O&M	SERIES 2026 DEBT SERVICE [2]	TOTAL [3]
$564.82	**$917.51**	**$1,482.33**
$922.15	**$1,490.95**	**$2,413.10**
$1,152.69	**$1,863.69**	**$3,016.38**
$1,267.95	**$2,050.05**	**$3,318.00**

LESS: Pasco County Collection Costs (2%) and Early Payment Discounts (4%): **($29,892.83)**

Net Revenue to be Collected **$468,321.00**

[1] **Reflects the number of total lots with Series 2026 debt outstanding.**

[2] **Annual estimated debt service assessment per lot to be adopted in connection with the Series 2026 bond issue. Annual assessment includes principal, interest, County collection costs and early payment discounts.**

[3] **Annual assessment that will appear on November 2026 Pasco County property tax bill for Platted Lots only. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).**

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0849 **DATE:** 6/16/2026

SUBJECT: Connerton East Community Development District Proposed Fiscal Year 2026/2027 Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
None

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0850 **DATE:** 6/16/2026

SUBJECT: Connerton West Community Development District Proposed Fiscal Year 2026/2027 Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. Connerlon West Community Development District Proposed Fiscal Year 2026/2027 Budget

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FL 33625

May 7, 2026

Agenda Coordinator – Board of County Commissioners
Pasco County Board of County Commissioners
8731 Citizens Drive
New Port Richey, FL 34654-5572

Re: Connerton West Community Development District
Proposed Fiscal Year 2026/2027 Budget

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2026/2027 budget (the "Proposed Budget") approved by the Board of Supervisors of the Connerton West Community Development District (the "Board") for the purpose of setting a hearing to consider public comment and testimony on same. The public hearing on the Proposed Budget has been scheduled for **August 3, 2026** at **4:00 p.m.** at **Club Connerton, located at 21100 Fountain Garden Way, Land O' Lakes, FL 33544.** Transmittal of the enclosed Proposed Budget is being made for purposes of disclosure and information, in accordance with the requirement set forth in Section 190.008(b), *Florida Statutes.*

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Daryl Adams

Daryl Adams
District Manager

Enclosure: FY 2026-2027 Budget

Rizzetta & Company

Connerton West
Community Development District

www.Connertonwestcdd.org

Approved Proposed Budget for Fiscal Year 2026/2027

Professionals in Community Management

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Proposed Budget
Connerton West Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/25	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget increase (Decrease) vs 2026/2027	Prior Actuals Actual FY 24/25	Prior Actuals Actual FY 23/24	Comments
1										
2	ASSESSMENT REVENUES									
3										
4	*Special Assessments*									
5	Tax Roll*	$ 1,961,918	$ 1,961,918	$ 1,950,486	$ 10,532	$ 2,011,688	$ 61,202	$ 1,838,893.00	$ 1,767,818.00	
6	Off Roll*	$ 97,261	$ 194,522	$ 97,261	$ 97,261	$ 110,797	$ 13,536	$ 81,431.00	$ 79,440.00	
7										
8	**Assessment Revenue Subtotal**	**$ 2,059,179**	**$ 2,155,540**	**$ 2,047,747**	**$ 107,793**	**$ 2,122,485**	**$ 74,738**	**$ 1,921,324.00**	**$ 1,847,258.00**	
9										
10	OTHER REVENUES									
11										
12	*Interest Earnings*									
13	Interest Earnings	$ 8,942	$ 17,884	$ -	$ 17,884	$ -	$ -	$ 25,320.00	$ 10,052.00	Interest earn was $1,634 and insurance proceeds was $10,000
14										
15	**Other Revenue Subtotal**	**$ 8,942**	**$ 17,884**	**$ -**	**$ 17,884**	**$ -**	**$ -**	**$ 25,320.00**	**$ 10,052.00**	
16										
17	**TOTAL REVENUES**	$ 2,067,221	$ 2,173,424	$ 2,047,747	$ 125,677	$ 2,122,485	$ 74,738	$ 1,946,644.00	$ 1,857,310.00	
18	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification*									
19										
20	EXPENDITURES - ADMINISTRATIVE									
21										
22	*Legislative*									
23	Supervisor Fees	$ 9,000	$ 12,000	$ 13,000	$ 1,000	$ 13,000	$ -	$ 12,000.00	$ 10,600.00	12 Mtgs + one workshop
24	*Financial & Administrative*									
25	Accounting Services	$ 11,220	$ 22,440	$ 22,440	$ -	$ 23,113	$ 673	$ 22,440.00	$ 22,440.00	Per contract
26	Administrative Services	$ 3,089	$ 6,178	$ 5,916	$ (262)	$ 6,093	$ 177	$ 6,004.00	$ 5,916.00	Per contract
27	Arbitrage Rebate Calculation	$ 500	$ 500	$ 2,500	$ 2,000	$ 2,500	$ -	$ 2,200.00	$ 1,000.00	Per contract
28	Assessment Roll	$ 5,355	$ 5,355	$ 5,355	$ -	$ 5,516	$ 161	$ 5,355.00	$ 5,355.00	Per contract
29	Auditing Services	$ 3,700	$ 3,700	$ 4,475	$ 775	$ 3,700	$ (775)	$ 3,600.00	$ 3,500.00	Per contract-Not to exceed
30	Disclosure Report	$ 4,000	$ 4,000	$ 8,000	$ 4,000	$ 8,000	$ -	$ 8,000.00	$ 8,000.00	No increase
31	District Engineer	$ 57,204	$ 114,408	$ 50,000	$ (64,408)	$ 75,000	$ 25,000	$ 70,667.00	$ 48,013.00	Board decision
32	District Management	$ 18,215	$ 36,429	$ 36,429	$ (1)	$ 37,522	$ 1,093	$ 36,429.00	$ 36,429.00	Per contract
33	Dues, Licenses & Fees	$ 207	$ 414	$ 500	$ 86	$ 500	$ -	$ 175.00	$ 275.00	
34	Financial Consulting & Revenue Collections	$ 2,677	$ 5,354	$ 5,355	$ 1	$ 6,716	$ 1,361	$ 5,355.00	$ 5,355.00	Per contract
35	Legal Advertising	$ 396	$ 792	$ 2,500	$ 1,708	$ 3,334	$ 834	$ 3,334.00	$ 2,404.00	Based on last year's actuals.
36	Miscellaneous Mailings	$ -	$ -	$ 2,560	$ 2,560	$ 3,050	$ 490	$ 3,050.00	$ 2,560.00	Based on last year's actuals
37	Public Officials Liability Insurance	$ 3,826	$ 3,826	$ 4,500	$ 674	$ 4,209	$ (291)	$ 3,609.00	$ 3,373.00	Per Egis
38	Tax Collector /Property Appraiser Fees	$ 150	$ 150	$ 150	$ -	$ 150	$ -	$ 663.00	$ 150.00	
39	Trustees Fees	$ 10,704	$ 10,704	$ 16,000	$ 5,296	$ 16,000	$ -	$ 15,557.00	$ 12,279.00	
40	Website Hosting, Maintenance, Backup & Email	$ 1,068	$ 3,936	$ 3,938	$ 2	$ 4,938	$ 1,000	$ 3,937.00	$ 3,937.00	Per contract-ADA $2,418 and Hazetta is $2,520

Proposed Budget
Connerton West Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2026/2027	Prior Actuals: Actual FY 24/25	Prior Actuals: Actual FY 23/24	Comments
41	***Legal Counsel***									
42	District Counsel	$ 38,036	$ 76,072	$ 57,000	$ (19,072)	$ 64,493	$ 7,493	$ 93,534.00	$ 53,873.00	The average of the last two years plus the trend is $64,493
43										
44	**Administrative Subtotal**	**$ 167,247**	**$ 306,259**	**$ 240,618**	**$ (65,641)**	**$ 277,834**	**$ 37,216**	**$ 286,519.00**	**$ 225,459.00**	
45										
46	EXPENDITURES - FIELD OPERATIONS									
47										
48	***Law Enforcement***									
49	Deputy	$ 7,740	$ 15,480	$ 21,600	$ 6,120	$ 21,600	$ -	$ 11,868.00	$ 12,600.00	
50	***Electric Utility Services***									
51	Street Lights - Collector Roads	$ 37,797	$ 75,594	$ 82,615	$ 7,021	$ 82,615	$ -	$ 77,689.00	$ 77,015.00	
52	Street Lights - Neighborhood Roads	$ 97,194	$ 194,388	$ 212,440	$ 18,052	$ 212,440	$ -	$ 200,328.00	$ 198,037.00	
53	Utility Services	$ 25,619	$ 51,238	$ 43,800	$ (7,438)	$ 59,516	$ 15,716	$ 47,605.00	$ 38,066.00	April bill was $4,960 which times 12 is $59,519
54	***Water-Sewer Combination Services***									
55	Utility Services	$ 1,519	$ 3,038	$ 10,500	$ 7,462	$ 8,000	$ (2,500)	$ 4,770.00	$ 7,914.00	April bill was $247.36 which is $2,968. October bill was $863.06 which is $7,957 for the year
56	***Stormwater Control***									
57	Aquatic Maintenance	$ 30,684	$ 61,368	$ 61,368	$ -	$ 61,368	$ -	$ 61,368.00	$ 75,330.00	No increase
58	Mitigation Area Monitoring & Maintenance	$ 23,200	$ 46,400	$ 46,000	$ (400)	$ 46,000	$ -	$ 38,000.00	$ 49,691.00	Phase 1 is 16,400 for the year and Phase 2 is 30,000 for the year. Per contract
59	Stormwater Assessment	$ 95	$ 95	$ 100	$ 5	$ 100	$ -	$ 92.00	$ 92.00	
60	Stormwater System Maintenance	$ 12,475	$ 24,950	$ 15,000	$ (9,950)	$ 15,000	$ -	$ -	$ 8,400.00	
61	Water Quality Testing	$ -	$ -	$ 2,500	$ 2,500	$ 2,500	$ -	$ -	$ -	
62	Wetland Monitoring & Maintenance	$ 4,920	$ 9,840	$ 4,000	$ (5,840)	$ 5,100	$ 1,100	$ 7,026.00	$ -	2025- Aquatic Weed control removing Dead brush cost $2,250 and Wetland conservation was$4,776.19. Trend is $200 increase for Wetland Conservation
63	***Other Physical Environment***									
64	Conservation Cutbacks	$ -	$ -	$ 7,500	$ 7,500	$ 7,500	$ -	$ -	$ 2,850.00	
65	Entry & Walls Maintenance	$ -	$ -	$ 10,000	$ 10,000	$ 10,000	$ -	$ 22,582.00	$ 16,919.00	Board decision
66	General Liability Insurance	$ 4,523	$ 4,523	$ 5,000	$ 477	$ 4,975	$ (25)	$ 4,267.00	$ 3,993.00	EGIS Projection
67	Holiday Decorations	$ 10,000	$ 20,000	$ 10,000	$ (10,000)	$ 10,000	$ -	$ 10,000.00	$ 10,000.00	
68	Irrigation Fillers	$ -	$ -	$ 2,000	$ 2,000	$ 2,000	$ -	$ -	$ -	
69	Irrigation Maintenance	$ 39,645	$ 79,290	$ 131,250	$ 51,554	$ 131,250	$ -	$ 116,646.00	$ 119,455.00	
70	Irrigation Repairs	$ 116,451	$ 232,902	$ 62,000	$ (170,902)	$ 70,000	$ 8,000	$ 64,332.00	$ 82,026.00	Board decision
71	Landscape - Annuals	$ 13,720	$ 27,440	$ 52,000	$ 24,560	$ 54,900	$ 2,900	$ 59,761.00	$ 63,179.00	Per contract
72	Landscape - Mulch	$ 17,980	$ 35,960	$ 65,000	$ 29,040	$ 70,000	$ 5,000	$ 69,600.00	$ -	Board decison
73	Landscape Inspection Services	$ 6,000	$ 12,000	$ 14,625	$ 2,625	$ 15,825	$ 1,200	$ 11,637.00	$ 12,550.00	This includes the increase plus the additional services during the busy growth season
74	Landscape Maintenance	$ 276,810	$ 553,620	$ 650,000	$ 96,380	$ 574,200	$ (75,740)	$ 533,035.00	$ 534,144.00	Per Contract. Year 1(26) $574,200, Year 2 & 3 $602,973, and Year 5 is $633,122
75	Landscape Replacement Plants, Shrubs, Trees	$ 32,964	$ 65,928	$ 22,400	$ (43,528)	$ 75,000	$ 52,600	$ 56,732.00	$ 66,428.00	Board decison
76	Property Insurance	$ 11,414	$ 11,414	$ 15,000	$ 3,586	$ 15,000	$ -	$ 11,638.00	$ 11,203.00	Board decison
77	Street Light Deposit Bond	$ 8,211	$ 12,422	$ 7,500	$ (4,922)	$ 7,500	$ -	$ 5,042.00	$ 7,458.00	
78	***Road & Street Facilities***									
79	Pressure Washing Sidewalks	$ -	$ -	$ 35,000	$ 35,000	$ 35,000	$ -	$ 2,600.00	$ 18,188.00	
80	Roadway Repair & Maintenance	$ -	$ -	$ 10,000	$ 10,000	$ 10,000	$ -	$ -	$ 1,800.00	
81	Sidewalk Repair & Maintenance	$ -	$ -	$ 15,000	$ 15,000	$ 15,000	$ -	$ -	$ 13,330.00	
82	Street Light Decorative Light Maintenance	$ -	$ -	$ 1,500	$ 1,500	$ 1,500	$ -	$ 4,212.00	$ -	
83	Street Sign Repair & Replacement	$ -	$ -	$ 5,000	$ 5,000	$ 5,000	$ -	$ 19,872.00	$ 3,211.00	

	Proposed Budget Connerton West Community Development District General Fund Fiscal Year 2026/2027							Prior Actuals		Comments
	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2026/2027	Actual FY 24/25	Actual FY 23/24	
34	*Parks & Recreation*									
35	Fountain Repairs	$ -	$ -	$ 500	$ 500	$ 500	$ -	$ 1,271.00	$ -	
36	Fountain Service Contract	$ 410	$ 820	$ 5,330	$ 4,510	$ 5,330	$ -	$ 7,758.00	$ 4,913.00	Per contract
37	Independent Banners Contract	$ -	$ -	$ 3,900	$ 3,900	$ 3,900	$ -	$ 5,960.00	$ -	Need Board's feedback
38	Management Contract	$ 69,270	$ 138,540	$ 108,001	$ (29,939)	$ 117,389	$ 8,788	$ 111,519.00	$ 97,786.00	Per contract
39	Supplies	$ 10,753	$ 21,506	$ 2,000	$ (19,506)	$ 20,000	$ 18,000	$ 23,066.00	$ 20,834.00	Includes wifi, tablet service for maintenance, and debit card. The avg of the last two years plus the trend is $21,802
40	Internet/Wifi	$ -	$ -	$ -	$ -	$ 1,500	$ 1,500	$ -	$ -	New line item. Wifi, Tablet services will go to this line item
41	Pedestrian Bridge/Boardwalk Maintenance	$ 107	$ 214	$ 5,000	$ 4,786	$ 5,000	$ -	$ 1,204.00	$ -	
42	Playground Equipment and Maintenance	$ 1,000	$ 2,000	$ 7,500	$ 5,500	$ 8,483	$ 983	$ 19,836.00	$ 3,610.00	The average of the last two years plus the trend is $8,483
43	Playground Mulch	$ -	$ -	$ 7,500	$ 7,500	$ 7,500	$ -	$ 15,456.00	$ 3,354.00	
44	Vehicle	$ 743	$ 1,486	$ 6,500	$ 5,014	$ 6,500	$ -	$ 3,145.00	$ 23,389.00	
45	Wildfire Management Services	$ 4,800	$ 9,600	$ 9,600	$ -	$ 9,600	$ -	$ 9,600.00	$ 9,600.00	Per contract
96	*Contingency*									
97	Miscellaneous Expense (storage/etc)	$ 13,023	$ 26,046	$ 30,000	$ 3,954	$ 30,000	$ -	$ 30,048.00	$ 51,621.00	Previous year- 2 nameplates, Balance for the Freestanding Metal $7,285, and Lou Phillips Painting $12,266
98										
99	**Field Operations Subtotal**	**$ 577,270**	**$ 1,738,508**	**$ 1,807,129**	**$ 68,621**	**$ 1,844,651**	**$ 37,522**	**$ 1,657,702**	**$ 1,617,046**	
100										
101	TOTAL EXPENDITURES	$ 1,044,517	$ 2,044,767	$ 2,047,747	$ 2,980	$ 2,122,485	$ 74,738	$ 1,924,221	$ 1,842,595	

Proposed Budget
Connerton West Community Development District
Reserve Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2026/2027	Comments
1								
2	**ASSESSMENT REVENUES**							
3								
4	***Special Assessments***							
5	Tax Roll*	$ 50,000	$ 50,000	$ 50,000	$ -	$ 100,000	$ 50,000	
6	Off Roll*	$ -	$ -	$ -	$ -	$ -	$ -	
7								
8	**Assessment Revenue Subtotal**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ -**	**$ 100,000**	**$ 50,000**	
9								
10	**OTHER REVENUES**							
11								
12	Interest Earnings	$ 157	$ 314	$ -	$ 314	$ -	$ -	
13	Carry Forward Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	
14								
15	**Other Revenue Subtotal**	**$ 157**	**$ 314**	**$ -**	**$ 314**	**$ -**	**$ -**	
16								
17	**TOTAL REVENUES**	**$ 50,157**	**$ 50,314**	**$ 50,000**	**$ 314**	**$ 100,000**	**$ 50,000**	
18	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
19								
20	**EXPENDITURES**							
21								
22	***Contingency***							
23	Capital Reserves	$ 16,676	$ 33,352	$ 50,000	$ 16,648	$ 100,000	$ 50,000	Board decision
24								
25	**TOTAL EXPENDITURES**	**$ 16,676**	**$ 33,352**	**$ 50,000**	**$ 16,648**	**$ 100,000**	**$ 50,000**	

Connerton West Community Development District
Debt Service
Fiscal Year 2026/2027

Chart of Accounts Classification	Series 2018A (Refunding)	Series 2018-1	Series 2006A-2	Series 2025 (Refunding)	Budget for 2026/2027
REVENUES					
Special Assessments					
Net Special Assessments [1]	$627,010.06	$292,753.44	$272,160.74	$134,159.00	$1,326,083.24
TOTAL REVENUES	**$627,010.06**	**$292,753.44**	**$272,160.74**	**$134,159.00**	**$1,326,083.24**
EXPENDITURES					
Administrative					
Debt Service Obligation	$627,010.06	$292,753.44	$272,160.74	$134,159.00	$1,326,083.24
Administrative Subtotal	**$627,010.06**	**$292,753.44**	**$272,160.74**	**$134,159.00**	**$1,326,083.24**
TOTAL EXPENDITURES	**$627,010.06**	**$292,753.44**	**$272,160.74**	**$134,159.00**	**$1,326,083.24**
EXCESS OF REVENUES OVER EXPENDITURES	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Pasco County Collection Costs (2%) and Early Payment Discounts (4%):	6.0%
GROSS ASSESSMENTS	**$1,409,648.62**

Notes:

Tax Roll Collection Costs (2%) and Early Payment Discounts (4%) for Pasco County is a total 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

[1] Maximum Annual Debt Service less Prepaid Assessments received

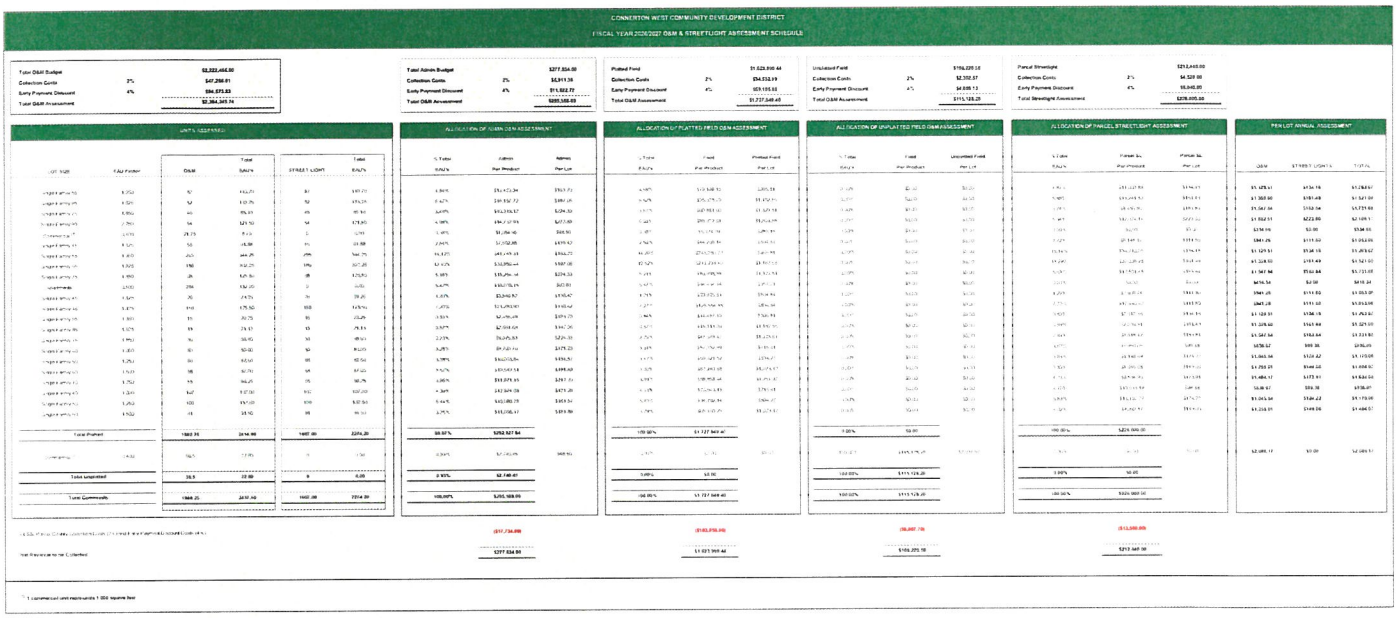
CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027 O&M & STREET LIGHT ASSESSMENT TABLE

2026/2027 O&M Budget:		$2,222,485.00	**2025/2026 O&M Budget:**	$2,097,747.00
Collection Cost :	2%	$47,286.91	**2026/2027 O&M Budget:**	$2,222,485.00
Early Payment Discount :	4%	$94,573.83		
2026/2027 Total:		**$2,364,345.74**	**Total Difference:**	**$124,738.00**

COMMUNITY BREAKDOWN		FY 2025/2026 PER LOT ANNUAL ASSESSMENT			FY 2026/2027 PER LOT ANNUAL ASSESSMENT			PROPOSED INCREASE / DECREASE	
LOT SIZE	UNITS	O&M	STREET LIGHT	TOTAL	O&M	STREET LIGHT	TOTAL	$	%
Single Family 55	82	$1,063.37	$134.16	**$1,197.53**	$1,129.51	$134.16	**$1,263.67**	$66.14	5.52%
Single Family 65	82	$1,279.98	$161.49	**$1,441.47**	$1,359.60	$161.49	**$1,521.09**	$79.62	5.52%
Single Family 75	46	$1,457.21	$183.84	**$1,641.05**	$1,547.84	$183.84	**$1,731.68**	$90.63	5.52%
Single Family 90	54	$1,772.29	$223.60	**$1,995.89**	$1,882.51	$223.60	**$2,106.11**	$110.22	5.52%
Commercial [1]	21.75	$315.08	$0.00	**$315.08**	$334.66	$0.00	**$334.66**	$19.58	6.21%
Single Family 45	55	$886.14	$111.80	**$997.94**	$941.26	$111.80	**$1,053.06**	$55.12	5.52%
Single Family 55	255	$1,063.37	$134.16	**$1,197.53**	$1,129.51	$134.16	**$1,263.67**	$66.14	5.52%
Single Family 65	186	$1,279.98	$161.49	**$1,441.47**	$1,359.60	$161.49	**$1,521.09**	$79.62	5.52%
Single Family 75	68	$1,457.21	$183.84	**$1,641.05**	$1,547.84	$183.84	**$1,731.68**	$90.63	5.52%
Apartments	264	$393.84	$0.00	**$393.84**	$418.34	$0.00	**$418.34**	$24.50	6.22%
Single Family 45	26	$886.14	$111.80	**$997.94**	$941.26	$111.80	**$1,053.06**	$55.12	5.52%
Single Family 45	156	$886.14	$111.80	**$997.94**	$941.26	$111.80	**$1,053.06**	$55.12	5.52%
Single Family 55	15	$1,063.37	$134.16	**$1,197.53**	$1,129.51	$134.16	**$1,263.67**	$66.14	5.52%
Single Family 65	13	$1,279.98	$161.49	**$1,441.47**	$1,359.60	$161.49	**$1,521.09**	$79.62	5.52%
Single Family 75	36	$1,457.21	$183.84	**$1,641.05**	$1,547.84	$183.84	**$1,731.68**	$90.63	5.52%
Single Family 40	80	$787.69	$99.38	**$887.07**	$836.67	$99.38	**$936.05**	$48.98	5.52%
Single Family 50	66	$984.60	$124.22	**$1,108.82**	$1,045.84	$124.22	**$1,170.06**	$61.24	5.52%
Single Family 60	58	$1,181.52	$149.06	**$1,330.58**	$1,255.01	$149.06	**$1,404.07**	$73.49	5.52%
Single Family 70	55	$1,378.45	$173.91	**$1,552.36**	$1,464.17	$173.91	**$1,638.08**	$85.72	5.52%
Single Family 40	107	$787.69	$99.38	**$887.07**	$836.67	$99.38	**$936.05**	$48.98	5.52%
Single Family 50	106	$984.60	$124.22	**$1,108.82**	$1,045.84	$124.22	**$1,170.06**	$61.24	5.52%
Single Family 60	61	$1,181.52	$149.06	**$1,330.58**	$1,255.01	$149.06	**$1,404.07**	$73.49	5.52%
Total Platted	**1892.75**								
Commercial [1]	56.5	$1,831.32	$0.00	**$1,831.32**	$2,086.17	$0.00	**$2,086.17**	$254.85	13.92%
Total Unplatted	**56.5**								
Total Community	**1949.25**								

[1] 1 commercial unit represents 1,000 square feet



CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027 O&M & STREETLIGHT ASSESSMENT SCHEDULE

Total O&M Budget		$2,322,464.00
Collection Costs	2%	$47,298.91
Early Payment Discount	4%	$94,573.83
Total O&M Assessment		$2,364,345.74

Total Admin Budget		$277,554.00
Collection Costs	2%	$5,911.36
Early Payment Discount	4%	$11,822.77
Total O&M Assessment		$295,288.00

Platted Fund		$1,529,890.44
Collection Costs	2%	$34,452.09
Early Payment Discount	4%	$63,155.53
Total O&M Assessment		$1,727,548.40

Unplatted Field		$156,220.16
Collection Costs	2%	$2,352.57
Early Payment Discount	4%	$4,556.12
Total O&M Assessment		$113,128.20

Parcel Streetlight		$213,440.00
Collection Costs	2%	$4,329.90
Early Payment Discount	4%	$8,846.95
Total Streetlight Assessment		$226,695.85

UNITS ASSESSED

LOT SIZE	EAU Factor	Total O&M	Total O&M/Yr	STREET LIGHT	Total Street Light
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total Platted		1662.30	2414.99	1487.00	2204.20
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total Unplatted		39.5	22.99	9	8.00
Total Commercial		1668.25	2437.98	1482.00	2212.20

ALLOCATION OF O&M/ADMIN ASSESSMENT

% Total EAU's	Admin Per Product	Admin Per Lot
[illegible]	[illegible]	[illegible]
99.57%	$252,527.84	
0.43%	$2,740.40	569.56
100.00%	$255,268.00	

($17,734.89)

$277,554.89

ALLOCATION OF PLATTED FIELD O&M ASSESSMENT

% Total EAU's	Field Per Product	Platted Field Per Lot
[illegible]	[illegible]	[illegible]
100.00%	$1,727,548.40	

($163,870.34)

$1,727,548.40

ALLOCATION OF UNPLATTED FIELD O&M ASSESSMENT

% Total EAU's	Field Per Product	Unplatted Field Per Lot
[illegible]	[illegible]	[illegible]
100.00%	$113,128.20	

($6,267.78)

$106,860.18

ALLOCATION OF PARCEL STREETLIGHT ASSESSMENT

% Total EAU's	Parcel SL Per Product	Parcel SL Per Lot
[illegible]	[illegible]	[illegible]
100.00%	$204,990.00	

($13,380.00)

$213,445.00

PER LOT ANNUAL ASSESSMENT

LOT SIZE	O&M	STREET LIGHTS	TOTAL
[illegible]	[illegible]	[illegible]	[illegible]
Total Commercial	$2,686.17	$0.00	$2,686.17

Page 5581 of 5851

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027 DEBT SERVICE ASSESSMENT SCHEDULE

UNITS ASSESSED

LOT SIZE	Series 2018A (Refunding) Debt Service [1]	Series 2018-1 Debt Service [1]	Series 2006A-2 Debt Service [1]	Series 2025 (Refunding) Debt Service [1]
Single Family 55	82			
Single Family 65	79			
Single Family 75	46			
Single Family 90	52			
Commercial	21.75			
Single Family 45	54			
Single Family 55	237			
Single Family 65	186			
Single Family 75	68			
Single Family 45				156
Single Family 55				15
Single Family 65				13
Single Family 75				36
Single Family 40		90		
Single Family 50		86		
Single Family 60		58		
Single Family 70		55		
Single Family 40			107	
Single Family 50			106	
Single Family 60			61	
Total Platted	**825.75**	**259**	**274**	**220**
Commercial			56.5	
Total Unplatted	**0**	**0**	**56.5**	**0**
Total Community	**825.75**	**259**	**330.5**	**220**

TOTAL DEBT SERVICE PER BOND SERIES

	Series 2018 (Refunding) Debt Service Assessment	Series 2018-1 Debt Service Assessment	Series 2006A-2 Debt Service Assessment	Series 2025 (Refunding) Debt Service Assessment
	$53,307.36			
	$61,819.08			
	$40,979.56			
	$56,340.96			
	$15,710.68			
	$32,923.80			
	$173,398.68			
	$163,806.48			
	$68,178.16			
				$87,964.06
				$10,337.66
				$10,586.27
				$33,832.34
		$72,000.00		
		$74,250.00		
		$76,300.00		
		$86,625.00		
			$87,526.00	
			$108,438.00	
			$74,847.00	
	$666,464.78	**$311,175.00**	**$270,811.00**	**$142,722.34**
	$0.00	$0.00	$18,475.50	$0.00
	$0.00	**$0.00**	**$18,475.50**	**$0.00**
	$666,464.78	**311,175.00**	**$289,286.50**	**$142,722.34**
LESS: Pasco County Collection Costs (2%) and Early Payment Discount Costs (4%)	$39,454.71	$18,421.56	$17,125.76	$8,563.34
Net Revenue to be Collected	**$627,010.06**	**$292,753.44**	**$272,160.74**	**$134,159.00**

PER LOT ANNUAL ASSESSMENT

	Series 2018A (Refunding) Debt Service [2]	Series 2018-1 Debt Service [2]	Series 2006A-2 Debt Service [2]	Series 2025 (Refunding) Debt Service [2]	TOTAL
	$650.09				**$650.09**
	$782.52				**$782.52**
	$890.86				**$890.86**
	$1,083.48				**$1,083.48**
	$722.33				**$722.33**
	$609.70				**$609.70**
	$731.64				**$731.64**
	$880.68				**$880.68**
	$1,002.62				**$1,002.62**
				$563.87	**$563.87**
				$689.18	**$689.18**
				$814.48	**$814.48**
				$939.79	**$939.79**
		$900.00			**$900.00**
		$1,125.00			**$1,125.00**
		$1,350.00			**$1,350.00**
		$1,575.00			**$1,575.00**
			$818.00		**$818.00**
			$1,023.00		**$1,023.00**
			$1,227.00		**$1,227.00**
			$327.00		**$327.00**

[1] Reflects the number of total lots with Series 2018A, 2018-1, 2006A-2, and 2025 debt outstanding.

[2] Annual debt service assessment per lot adopted in connection with the Series 2018A, 2018-1, 2006A-2, and 2025 bond issuances. Annual assessment includes principal, interest, Pasco County collection costs and early payment discounts.

GENERAL FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note that not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll, and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to offset expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of $200.00 maximum per meeting within an annual cap of $4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day-to-day operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles, and phone calls.

District Management: The District, as required by statute, will contract a firm to provide for the management and administration of the District's day-to-day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions, and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices, and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain, and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial Consulting & Revenue Collections: Services include investment administration of the District's bank and trust accounts, if applicable, ongoing banking analyses, and related consulting services to support prudent cash management in compliance with applicable statutory requirements. However, the firm does not serve as a Municipal Advisor and does not provide investment advice. The firm also provides comprehensive billing, collection, and reporting of District assessments to fund debt service and operations, including direct billings, funding requests and owner inquiries. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for any bond-related collection needs. These funds are collected as prescribed in the Trust Indentures. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida, and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, public hearings, bidding etc., for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items that may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous fees throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance, and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website, along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains throughout the Parks & Recreation areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing, and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs.

Property Insurance: The District will incur fees to insure items owned by the District for its property needs.

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities, including pond banks, entryways, and similar planting areas within the District. These services include, but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to the replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right-of-way of streets that the District may own, if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities, such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes, such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers' compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that require various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax, and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities that requires various office-related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses that may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expenses related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public's enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll, and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to offset expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0851 **DATE:** 6/16/2026

SUBJECT: Copperspring Community Development District Proposed Fiscal Year 2026/2027 Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. Copperspring Community Development District Proposed Fiscal Year 2026/2027 Budget

COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT

District Office – Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614
www.copperspringcdd.org

May 12, 2026

Agenda Coordinator – Board of County Commissioners
Pasco County Board of County Commissioners
8731 Citizens Drive
New Port Richey, FL 34654-5572

Re: Copperspring Community Development District
Proposed Fiscal Year 2026/2027 Budget

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2026/2027 budget (the "Proposed Budget") approved by the Board of Supervisors of the Copperspring Community Development District (the "Board") for the purpose of setting a hearing to consider public comment and testimony on same. The public hearing on the Proposed Budget has been scheduled for **July 14, 2026 at 11:00 a.m. at the Hilton Garden Inn located at 2155 Northpointe Parkway Lutz, FL 33558.**

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Sean Craft

Sean Craft
District Manager

Enc.

Rizzetta & Company

Copperspring
Community Development District

Copperspringcdd.org

Approved Proposed Budget

Fiscal Year 2026/2027

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Proposed Budget
Copperspring Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	Comments
1								
2	**ASSESSMENT REVENUES**							
3								
4	***Special Assessments***							
5	Tax Roll	$ 499,398	$ 499,398	$ 496,115	$ 3,283	$ 496,115	$ -	
6								
7	**Assessment Revenue Subtotal**	**$ 499,398**	**$ 499,398**	**$ 496,115**	**$ 3,283**	**$ 496,115**	**$ -**	
8								
9	**OTHER REVENUES**							
10								
11	Balance Forward from Prior Year	$ -	$ -	$ -	$ -	$ -	$ -	
12								
13	**Other Revenue Subtotal**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
14								
15	**TOTAL REVENUES**	**$ 499,398**	**$ 499,398**	**$ 496,115**	**$ 3,283**	**$ 496,115**	**$ -**	
16								
17	**EXPENDITURES - ADMINISTRATIVE**							
18								
19	***Legislative***							
20	Supervisor Fees	$ 3,000	$ 6,000	$ 12,000	$ 6,000	$ 12,000	$ -	5 Paid Supervisors
21	***Financial & Administrative***							
22	Accounting Services	$ 10,820	$ 21,640	$ 21,640	$ -	$ 21,640	$ -	
23	Administrative Services	$ 2,691	$ 5,382	$ 5,381	$ (1)	$ 5,381	$ -	
24	Arbitrage Rebate Calculation	$ -	$ -	$ 500	$ 500	$ 500	$ -	
25	Assessment Roll	$ 6,025	$ 6,025	$ 6,025	$ -	$ 6,025	$ -	
26	Auditing Services	$ 3,900	$ 3,900	$ 5,000	$ 1,100	$ 3,600	$ (1,400)	Grau and Associates. Contracted rate is $3600 for the FY 26/27
27	Disclosure Report	$ 2,500	$ 5,000	$ 5,000	$ -	$ 5,000	$ -	
28	District Engineer	$ 487	$ 974	$ 15,000	$ 14,026	$ 17,000	$ -	
29	District Management	$ 11,990	$ 23,980	$ 23,980	$ -	$ 23,980	$ -	
30	Dues, Licenses & Fees	$ 175	$ 350	$ 175	$ (175)	$ 175	$ -	

Proposed Budget
Copperspring Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	Comments
31	Financial & Revenue Collections	$ 2,164	$ 4,328	$ 4,327	$ (1)	$ 5,527	$ 1,200	Increase in costs for FY 26/27
32	Legal Advertising	$ 236	$ 472	$ 1,500	$ 1,028	$ 1,500	$ -	
33	Miscellaneous Fees	$ 1,220	$ 2,440	$ 1,000	$ (1,440)	$ 1,000	$ -	
34	Miscellaneous Mailings	$ -	$ -	$ 1,500	$ 1,500	$ 1,500	$ -	
35	Public Officials Liability Insurance	$ 3,130	$ 3,130	$ 4,060	$ 930	$ 3,443	$ (617)	Egis Estimate
36	Tax Collector /Property Appraiser Fees	$ 1,588	$ 1,588	$ 350	$ (1,238)	$ 350	$ -	
37	Trustees Fees	$ 3,030	$ 3,030	$ 4,257	$ 1,227	$ 4,257	$ -	
38	Website Hosting, Maintenance, Backup (and Email)	$ 2,175	$ 4,350	$ 4,300	$ (50)	$ 4,300	$ -	Same
39	***Legal Counsel***							
40	District Counsel	$ 6,647	$ 13,294	$ 26,000	$ 12,706	$ 26,000	$ -	
41								
42	**Administrative Subtotal**	**$ 61,778**	**$ 105,883**	**$ 141,995**	**$ 36,112**	**$ 141,178**	**$ (817)**	
43								
44	**EXPENDITURES - FIELD OPERATIONS**							
45								
46	***Electric Utility Services***							
47	Utility - Street Lights	$ 10,099	$ 20,198	$ 24,150	$ 3,952	$ 24,150	$ -	Same
48	Utility Services	$ 504	$ 1,008	$ 1,700	$ 692	$ 1,700	$ -	
49	***Water-Sewer Combination Services***							
50	Utility - Reclaimed	$ 5,074	$ 10,148	$ 13,650	$ 3,502	$ 13,650	$ -	Same
51	***Stormwater Control***							
52	Aquatic Maintenance Dry Pond Mowing	$ -	$ -	$ 7,200	$ 7,200	$ -	$ (7,200)	Discontinued w/services in August 2025
53	Stormwater Assessment	$ -	$ -	$ 500	$ 500	$ 500	$ -	Mail Kiosk Parking Lot
54	Stormwater System Maintenance	$ 25,260	$ 50,520	$ 25,000	$ (25,520)	$ 23,000	$ -	Based on DE recommendation to expand rip rap
55	***Other Physical Environment***							
56	Entry & Wall Maintenance & Repairs	$ 4,326	$ 8,652	$ 4,500	$ (4,152)	$ 4,500	$ -	2 Entryways, Monuments and lighting
57	Fence Repairs	$ -	$ -	$ 4,000	$ 4,000	$ 4,000	$ -	
58	General Liability Insurance	$ 3,826	$ 3,826	$ 3,322	$ (504)	$ 4,209	$ 887	Egis Estimate
59	Holiday Lighting	$ 3,364	$ 6,728	$ 7,000	$ 272	$ 10,000	$ 3,000	Contracted rate w/Festive Glow + additional items
60	Irrigation Repairs	$ 2,012	$ 4,024	$ 15,000	$ 10,976	$ 15,000	$ -	

Proposed Budget
Copperspring Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	Comments
61	Landscape & Irrigation Maintenance	$ 68,563	$ 137,126	$ 140,000	$ 2,874	$ 143,550	$ 3,550	Contracted Rate as of Jan. '27: $133,350 + $10,200 for Section #12
62	Landscape - Annuals	$ -	$ -	$ 2,500	$ 2,500	$ 1,650	$ (850)	Contracted Rate w/Red Tree: $412.50/per rotation
63	Landscape - Mulch	$ 12,000	$ 24,000	$ 30,000	$ 6,000	$ 30,000	$ -	Contracted Rate w/Red Tree
64	Landscape Inspection Services	$ 5,100	$ 10,200	$ 9,000	$ (1,200)	$ 11,400	$ 2,400	Increase in costs for FY 26/27
65	Landscape Replacement Plants, Shrubs, Trees	$ 3,637	$ 7,274	$ 10,000	$ 2,726	$ 10,000	$ -	
66	Property Insurance	$ 12,869	$ 12,869	$ 14,323	$ 1,454	$ 12,226	$ (2,097)	Egis Estimate
67	Common Area Pressure Washing	$ -	$ -	$ -	$ -	$ 10,000	$ 10,000	New for FY 26/27
68	Sidewalk Repair & Maintenance	$ -	$ -	$ 2,500	$ 2,500	$ 2,500	$ -	
69	Street Sign Repair & Replacement	$ 225	$ 450	$ 1,500	$ 1,050	$ 1,500	$ -	
70	***Parks & Recreation***							
71	Trail/Bike Path Maintenance	$ -	$ -	$ 6,000	$ 6,000	$ 15,500	$ 9,500	Anticpated project installing paved walkway to kayak launch site
72	***Contingency***							
73	Miscellaneous Contingency	$ 6,605	$ 13,210	$ 32,275	$ 19,065	$ 13,902	$ (18,373)	Road/Pavillion/Deck Repairs/Unanticipated Expenses
74								
75	**Field Operations Subtotal**	**$ 163,464**	**$ 310,233**	**$ 354,120**	**$ 43,887**	**$ 354,937**	**$ 817**	
76								
77	**TOTAL EXPENDITURES**	**$ 225,242**	**$ 416,116**	**$ 496,115**	**$ 79,999**	**$ 496,115**	**$ -**	
78								
79	**EXCESS OF REVENUES OVER EXPENDITURES**	**$ 274,156**	**$ 83,282**	**$ -**	**$ 83,282**	**$ -**	**$ -**	
80								

Proposed Budget
Copperspring Community Development District
Reserve Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	Comments
1								
2	ASSESSMENT REVENUES							
3								
4	*Special Assessments*							
5	Tax Roll	$ 20,000	$ 20,000	$ 20,000	$ -	$ 20,000	$ -	
6								
7	**Assessment Revenue Subtotal**	**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ -**	**$ 20,000**	**$ -**	
8								
9	OTHER REVENUES							
10								
11	*Other Miscellaneous Revenues*							
12	Balance Forward from Prior Year	$ -	$ -	$ -	$ -	$ -	$ -	
13	Interest Earnings	$ 921	$ 1,842	$ -	$ 1,842	$ -	$ -	
14								
15	**Other Revenue Subtotal**	**$ 921**	**$ 1,842**	**$ -**	**$ 1,842**	**$ -**	**$ -**	
16								
17	**TOTAL REVENUES**	**$ 20,921**	**$ 21,842**	**$ 20,000**	**$ 1,842**	**$ 20,000**	**$ -**	
18								
19	EXPENDITURES							
20								
21	*Contingency*							
22	Capital Reserves	$ -	$ -	$ 20,000	$ 20,000	$ 20,000	$ -	
23								
24	**TOTAL EXPENDITURES**	**$ -**	**$ -**	**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ -**	
25								
26	**EXCESS OF REVENUES OVER EXPENDITURES**	**$ 20,921**	**$ 21,842**	**$ -**	**$ 21,842**	**$ -**	**$ -**	
27								

Copperspring Community Development District Debt Service Fiscal Year 2026/2027		
Chart of Accounts Classification	**Series 2019**	**Budget for 2026/2027**
REVENUES		
Special Assessments		
Net Special Assessments [1]	$491,009.83	$491,009.83
TOTAL REVENUES	**$491,009.83**	**$491,009.83**
EXPENDITURES		
Administrative		
Debt Service Obligation	$491,009.83	$491,009.83
Administrative Subtotal	**$491,009.83**	**$491,009.83**
TOTAL EXPENDITURES	**$491,009.83**	**$491,009.83**
EXCESS OF REVENUES OVER EXPENDITURES	**$0.00**	**$0.00**

Pasco County Collection Costs (2%) and Early Payment Discounts (4%):	6.0%
GROSS ASSESSMENTS:	**$521,906.71**

Notes:

Tax Roll Collection Costs (2%) and Early Payment Discount (4%) for Pasco County are a total 6% of Tax Roll.

Budgeted net of tax roll assessments. See Assessment Table.

COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2026/2027 O&M Budget:		$516,115.00	**2025/2026 O&M Budget:**	$516,115.00
Collection Costs:	2%	$10,981.17	**2026/2027 O&M Budget:**	$516,115.00
Early Payment Discounts:	4%	$21,962.34		
2026/2027 Total:		**$549,058.51**	**Total Difference:**	**$0.00**

Lot Size	Assessment Breakdown	Per Unit Annual Assessment 2025/2026	Per Unit Annual Assessment 2026/2027	Proposed Increase / Decrease $	Proposed Increase / Decrease %
Single Family 45'	Series 2019 Debt Service	$1,195.51	$1,195.51	$0.00	0.00%
	Operations/Maintenance	$1,258.73	$1,258.73	$0.00	0.00%
	Total	**$2,454.24**	**$2,454.24**	**$0.00**	**0.00%**
Single Family 55'	Series 2019 Debt Service	$1,461.18	$1,461.18	$0.00	0.00%
	Operations/Maintenance	$1,535.65	$1,535.65	$0.00	0.00%
	Total	**$2,996.83**	**$2,996.83**	**$0.00**	**0.00%**

COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		$516,115.00
COLLECTION COSTS @	2.0%	$10,981.17
EARLY PAYMENT DISCOUNT @	4.0%	$21,962.34
TOTAL O&M ASSESSMENT		$549,058.51

UNITS ASSESSED

LOT SIZE	O&M	SERIES 2019 DEBT SERVICE [1]
Single Family 45'	241	241
Single Family 55'	160	160
Total Community	401	401

ALLOCATION OF O&M ASSESSMENT

EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
1.00	241.00	55.25%	$303,354.20
1.22	195.20	44.75%	$245,704.31
	436.20	100.00%	$549,058.51

PER LOT ANNUAL ASSESSMENT

O&M	SERIES 2019 DEBT SERVICE [2]	TOTAL [3]
$1,258.73	$1,195.51	$2,454.24
$1,535.65	$1,461.18	$2,996.83

LESS: Pasco County Collection Costs (2%) and Early Payment Discount (4%):	($32,943.51)
Net Revenue to be Collected:	$516,115.00

[1] Reflects the number of total lots with Series 2019 debt outstanding.

[2] Annual debt service assessment per lot adopted in connection with the Series 2019 bond issue. Annual assessment includes principal, interest, Pasco County collection costs and early payment discounts.

[3] Annual assessment that will appear on November 2026 Pasco County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of $200.00 maximum per meeting within an annual cap of $4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance/Dry Pond Mowing: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Wall and Fence Maintenance: The District will incur expenditures to maintain the wall and the fencing.

Entry Maintenance: The District will incur expenditures to maintain the entry monuments.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Landscape Mulch: Expenditures related to mulch replacement.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

DEBT SERVICE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0852 **DATE:** 6/16/2026

SUBJECT: New Port Corners Community Development District Proposed Fiscal Year 2026/2027 Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. New Port Corners Community Development District Proposed Fiscal Year 2026/2027 Budget

NEW PORT CORNERS COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida (813) 944-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
Newportcornerscdd.org

May 13, 2026

Agenda Coordinator – Board of County Commissioners
Pasco County Board of County Commissioners
8731 Citizens Drive
New Port Richey, FL 34654-5572

Re: New Port Corners Community Development District Proposed Fiscal Year 2026/2027 Budget

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2026/2027 budget (the "Proposed Budget") approved by the Board of Supervisors of the New Port Corners Community Development District (the "Board") for the purpose of setting a hearing to consider public comment and testimony on same. The public hearing on the Proposed Budget has been scheduled for **July 14, 2026** at **9:00 a.m. at the Hilton Garden Inn located at 2155 Northpointe Parkway Lutz, Fl 33558.**

Transmittal of the enclosed Proposed Budget is being made for purposes of disclosure and information, in accordance with the requirement set forth in Section 190.008(b), *Florida Statutes.*

Should you have any questions, please do not hesitate to contact me at your earliest convenience at 813-933-5571

Sincerely,

Scott Brizendine

Scott Brizendine
District Manager

Proposed Budget
New Port Corners Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
1							
2	**ASSESSMENT REVENUES**						
3							
4	***Special Assessments***						
5	Tax Roll*	$ 558,507	$ 558,507	$ 558,150	$ 357	$ 1,179,428	$ 621,278
6	Off Roll*	$ 272,475	$ 272,475	$ 272,475	$ -	$ -	$ (272,475)
7							
8	**Assessment Revenue Subtotal**	**$ 830,982**	**$ 830,982**	**$ 830,625**	**$ 357**	**$ 1,179,428**	**$ 348,803**
9							
10	**OTHER REVENUES**						
11							
12	***Interest Earnings***						
13	Interest Earnings	$ 197	$ 394	$ -	$ 394	$ -	$ -
14	***Contributions & Donations from Private Sources***						
15	Developer Contributions	$ 2,148	$ 2,148	$ -	$ 2,148	$ -	$ -
16							
17	***Carry Forward Fund Balance***	$ -	$ -	$ -	$ -	$ -	$ -
18							
19	**Other Revenue Subtotal**	**$ 2,345**	**$ 2,542**	**$ -**	**$ 2,542**	**$ -**	**$ -**
20							
21	TOTAL REVENUES	$ 833,327	$ 833,524	$ 830,625	$ 2,899	$ 1,179,428	$ 348,803

Proposed Budget
New Port Corners Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
22	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.						
23							
24	**EXPENDITURES - ADMINISTRATIVE**						
25							
26	***Legislative***						
27	Employee - Payroll Processing Fees	$ -	$ 1,150	$ -	$ (1,150)	$ 2,300	$ 2,300
28	Employee - Payroll Taxes	$ 186	$ 375	$ -	$ (375)	$ 950	$ 950
29	Supervisor Fees	$ 5,324	$ 12,324	$ 12,000	$ (324)	$ 12,000	$ -
30	Supervisor Workers Compensation Insurance	$ 879	$ 879	$ -	$ (879)	$ 1,582	$ 1,582
31	***Financial & Administrative***						
32	Accounting Services	$ 8,900	$ 17,800	$ 19,200	$ 1,400	$ 19,200	$ -
33	Administrative Services	$ 2,100	$ 4,200	$ 4,200	$ -	$ 4,200	$ -
34	Arbitrage Rebate Calculation	$ -	$ -	$ 450	$ 450	$ 500	$ 50
35	Assessment Roll	$ 5,000	$ 5,000	$ -	$ (5,000)	$ 5,000	$ 5,000
36	Auditing Services	$ -	$ 4,600	$ 5,000	$ 400	$ 4,700	$ (300)
37	Disclosure Report	$ 1,666	$ 4,583	$ 6,500	$ 1,917	$ 8,500	$ 2,000
38	District Engineer	$ -	$ -	$ 10,000	$ 10,000	$ 10,000	$ -
39	District Management	$ 10,200	$ 20,400	$ 21,000	$ 600	$ 21,000	$ -
40	Dues, Licenses & Fees	$ -	$ 175	$ 175	$ -	$ 175	$ -
41	Financial & Revenue Collection	$ 1,200	$ 3,300	$ 3,600	$ 300	$ 3,600	$ -

Proposed Budget
New Port Corners Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
42	Legal Advertising	$ 184	$ 3,500	$ 5,000	$ 1,500	$ 3,500	$ (1,500)
43	Miscellaneous Fees	$ 3,675	$ 3,500	$ 2,500	$ (1,000)	$ 3,500	$ 1,000
44	Public Officials Liability Insurance	$ 2,250	$ 2,250	$ 3,500	$ 1,250	$ 2,475	$ (1,025)
45	Trustee Fees	$ -	$ -	$ 5,000	$ 5,000	$ 4,000	$ (1,000)
46	Website Hosting, Maintenance, Backup	$ 3,255	$ 3,955	$ 3,000	$ (955)	$ 2,813	$ (187)
47	***Legal Counsel***						
48	District Counsel	$ 14,588	$ 29,176	$ 30,000	$ 824	$ 30,000	$ -
49							
50	**Administrative Subtotal**	**$ 59,407**	**$ 117,167**	**$ 131,125**	**$ 13,958**	**$ 139,995**	**$ 8,870**
51							
52	**EXPENDITURES - FIELD OPERATIONS**						
53							
54	***Eletric Utility Services***						
55	Utility - Irrigation	$ -	$ -	$ 10,000	$ 10,000	$ -	$ (10,000)
56	Utility - Street Lights	$ 57,900	$ 122,500	$ 138,000	$ 15,500	$ 224,544	$ 86,544
57	Utility Services	$ 475	$ 950	$ 6,000	$ 5,050	$ -	$ (6,000)
58	***Water-Sewer Combination Services***						
59	Utility - Reclaimed	$ -	$ -	$ -	$ -	$ -	$ -
58	***Stormwater Control***						
59	Aquatic Maintenance	$ 9,370	$ 21,438	$ 10,000	$ (11,438)	$ 35,688	$ 25,688
60	Wetland Monitoring & Maintenance	$ -	$ -	$ 5,000	$ 5,000	$ 2,000	$ (3,000)

Proposed Budget
New Port Corners Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
61	Wetland Nuisance/Exotic Species Control	$ -	$ -	$ 5,000	$ 5,000	$ 2,000	$ (3,000)
62	***Other Physical Environment***						
63	Dog Waste Station Supply and Maintenance	$ -	$ -	$ -	$ -	$ 1,800	$ 1,800
64	Entry & Wall Maintenance & Repair	$ -	$ -	$ 5,000	$ 5,000	$ 10,000	$ 5,000
65	Fence Repairs	$ -	$ -	$ 5,000	$ 5,000	$ 5,000	$ -
66	General Liability Insurance	$ 2,750	$ 2,750	$ 4,000	$ 1,250	$ 3,025	$ (975)
67	Irrigation Repair	$ -	$ 5,000	$ 10,000	$ 5,000	$ 10,000	$ -
68	Landscape - Mulch	$ -	$ -	$ 10,000	$ 10,000	$ 10,000	$ -
69	Landscape Inspection Services	$ 1,031	$ 6,281	$ 9,000	$ 2,719	$ 9,000	$ -
70	Landscape and Irrigation Maintenance	$ 20,736	$ 202,176	$ 377,500	$ 175,324	$ 451,040	$ 73,540
71	Landscape Replacement Plants,Shrubs, Trees	$ -	$ -	$ 10,000	$ 10,000	$ 25,000	$ 15,000
72	Maintenance & Repairs	$ -	$ -	$ -	$ -	$ -	
73	Pedestrian Boardwalk and Bridge Maintenance	$ -	$ -	$ -	$ -	$ -	
74	Property Insurance	$ -	$ -	$ 30,000	$ 30,000	$ 30,000	$ -
75	Sidewalk/Road Repairs	$ -	$ -	$ -	$ -	$ 10,000	
76	Street Sign Repairs/Replacement	$ -	$ -	$ -	$ -	$ 10,000	
77	Trail/Bike Path Maintenance	$ -	$ -	$ -	$ -	$ 5,000	
78	Water Management (Irrigation and Wells)	$ 2,823	$ 27,519	$ 15,000	$ (12,519)	$ 60,336	$ 45,336
79	***Contingency***						
80	Miscellaneous Contingency	$ 150	$ 300	$ 50,000	$ 49,700	$ 135,000	$ 85,000
81							

Proposed Budget
New Port Corners Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
82	**Field Operations Subtotal**	$ 95,235	$ 388,914	$ 699,500	$ 310,586	$ 1,039,433	$ 314,933
83							
84	TOTAL EXPENDITURES	$ 154,642	$ 506,081	$ 830,625	$ 324,544	$ 1,179,428	$ 323,803
85							
86	**EXCESS OF REVENUES OVER EXPENDITURES**	$ 678,685	$ 327,443	$ -	$ 327,443	$ -	$ 25,000
87							

New Port Corners Community Development District

Debt Service

Fiscal Year 2026/2027

Chart of Accounts Classification	Series 2025	Budget for 2026/2027
REVENUES		
Special Assessments		
Net Special Assessments [1]	$1,012,660.36	$1,012,660.36
TOTAL REVENUES	**$1,012,660.36**	**$1,012,660.36**
EXPENDITURES		
Administrative		
Debt Service Obligation	$1,012,660.36	$1,012,660.36
Administrative Subtotal	**$1,012,660.36**	**$1,012,660.36**
TOTAL EXPENDITURES	**$1,012,660.36**	**$1,012,660.36**
EXCESS OF REVENUES OVER EXPENDITURES	**$0.00**	**$0.00**

Pasco County Collection Costs (2%) and Early Payment Discounts (4%):	6.0%
GROSS ASSESSMENTS	**$1,077,298.25**

Notes:

Tax Roll Collection Costs for Pasco County are 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

[1] Maximum Annual Debt Service.

NEW PORT CORNERS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2026/2027 O&M Budget:		$1,179,428.00	**2025/2026 O&M Budget:**	$830,625.00
Collection Costs:	2%	$25,094.21	**2026/2027 O&M Budget:**	$1,179,428.00
Early Payment Discounts:	4%	$50,188.43		
2026/2027 Total:		**$1,254,710.64**	**Total Difference:**	**$348,803.00**

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison 2025/2026	Per Unit Annual Assessment Comparison 2026/2027	Proposed Increase / Decrease $	Proposed Increase / Decrease %
Phase 1A					
Alley Townhomes 25'	Preliminary Series 2025 Debt Service	$864.16	$864.16	$0.00	0.00%
	Operations/Maintenance	$707.68	$684.00	-$23.68	-3.35%
	Total	**$1,571.84**	**$1,548.16**	**-$23.68**	**-1.51%**
Single Family 32'	Preliminary Series 2025 Debt Service	$1,106.13	$1,106.13	$0.00	0.00%
	Operations/Maintenance	$905.84	$875.53	-$30.31	-3.35%
	Total	**$2,011.97**	**$1,981.66**	**-$30.31**	**-1.51%**
Single Family 40'	Preliminary Series 2025 Debt Service	$1,382.66	$1,382.66	$0.00	0.00%
	Operations/Maintenance	$1,132.30	$1,094.41	-$37.89	-3.35%
	Total	**$2,514.96**	**$2,477.07**	**-$37.89**	**-1.51%**
Single Family 50'	Preliminary Series 2025 Debt Service	$1,728.32	$1,728.32	$0.00	0.00%
	Operations/Maintenance	$1,415.37	$1,368.01	-$47.36	-3.35%
	Total	**$3,143.69**	**$3,096.33**	**-$47.36**	**-1.51%**
Phase 1B					
Villa (Active Adult)	Preliminary Series 2025 Debt Service	$950.58	$950.58	$0.00	0.00%
	Operations/Maintenance	$778.45	$752.41	-$26.04	-3.35%
	Total	**$1,729.03**	**$1,702.99**	**-$26.04**	**-1.51%**
Single Family 50' (Active Adult)	Preliminary Series 2025 Debt Service	$1,728.32	$1,728.32	$0.00	0.00%
	Operations/Maintenance	$1,415.37	$1,368.01	-$47.36	-3.35%
	Total	**$3,143.69**	**$3,096.33**	**-$47.36**	**-1.51%**
Single Family 60' (Active Adult)	Preliminary Series 2025 Debt Service	$2,073.99	$2,073.99	$0.00	0.00%
	Operations/Maintenance	$1,698.44	$1,641.61	-$56.83	-3.35%
	Total	**$3,772.43**	**$3,715.60**	**-$56.83**	**-1.51%**
Phase 2A [1]					
Alley Townhomes 25'	Operations/Maintenance	$0.00	$684.00	$684.00	0.00%
	Total	**$0.00**	**$684.00**	**$684.00**	**0.00%**
Villa	Operations/Maintenance	$0.00	$752.41	$752.41	0.00%
	Total	**$0.00**	**$752.41**	**$752.41**	**0.00%**
Single Family 32'	Operations/Maintenance	$0.00	$875.53	$875.53	0.00%
	Total	**$0.00**	**$875.53**	**$875.53**	**0.00%**
Single Family 40'	Operations/Maintenance	$0.00	$1,094.41	$1,094.41	0.00%
	Total	**$0.00**	**$1,094.41**	**$1,094.41**	**0.00%**

[1] **It is anticipated the District will expand its boundaries to include an additional planned 479 units. Therefore, these units will be assessed O&M beginning FY 2026-2027.**

NEW PORT CORNERS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		$1,179,428.00
COLLECTION COSTS @	2%	$25,094.21
EARLY PAYMENT DISCOUNT @	4%	$50,188.43
TOTAL O&M ASSESSMENT		$1,254,710.64

UNITS ASSESSED

LOT SIZE	O&M	SERIES 2025 DEBT SERVICE [1]
Phase 1A		
Alley Townhomes 25'	16	16
Single Family 32'	13	13
Single Family 40'	139	139
Single Family 50'	43	43
Phase 1B		
Villa (Active Adult)	112	112
Single Family 50' (Active Adult)	241	240
Single Family 60' (Active Adult)	126	126
Phase 2A		
Alley Townhomes 25'	68	0
Villa	162	0
Single Family 32'	184	0
Single Family 40'	65	0
Total Community	**1169**	**689**

ALLOCATION OF O&M ASSESSMENT

EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M ASSESSMENT
0.50	8.00	0.87%	$10,944.07
0.64	8.32	0.91%	$11,381.84
0.80	111.20	12.12%	$152,122.62
1.00	43.00	4.69%	$58,824.39
0.55	61.60	6.72%	$84,269.36
1.00	241.00	26.28%	$329,690.21
1.20	151.20	16.49%	$206,842.98
0.50	34.00	3.71%	$46,512.31
0.55	89.10	9.71%	$121,889.62
0.64	117.76	12.84%	$161,096.76
0.80	52.00	5.67%	$71,136.48
	917.18	**100.00%**	**$1,254,710.64**

PER LOT ANNUAL ASSESSMENT

O&M	SERIES 2025 DEBT SERVICE [2]	TOTAL [3]
$684.00	**$864.16**	**$1,548.16**
$875.53	**$1,106.13**	**$1,981.66**
$1,094.41	**$1,382.66**	**$2,477.07**
$1,368.01	**$1,728.32**	**$3,096.33**
$752.41	**$950.58**	**$1,702.99**
$1,368.01	**$1,728.32**	**$3,096.33**
$1,641.61	**$2,073.99**	**$3,715.60**
$684.00	**$0.00**	**$684.00**
$752.41	**$0.00**	**$752.41**
$875.53	**$0.00**	**$875.53**
$1,094.41	**$0.00**	**$1,094.41**

LESS: Pasco County Collection Costs (2%) and Early Payment Discounts (4%):	($75,282.64)
Net Revenue to be Collected:	**$1,179,428.00**

[1] Reflects the number of total lots encumbered by the Series 2025 Bonds.

[2] Annual debt service assessment per lot associated with the Series 2025 Bonds. Assessment includes principal, interest, Pasco County collection costs, and early payment discounts.

[3] Annual assessment that will appear on the November 2026 Pasco County property tax bill. Amount shown includes all applicable collection costs and early payment discounts up to 4% if paid early.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0853 **DATE:** 6/16/2026

SUBJECT: SageBrush Community Development District Proposed Fiscal Year 2026/2027 Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. SageBrush Community Development District Proposed Fiscal Year 2026/2027 Budget

SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida (813) 944-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

May 13, 2026

Agenda Coordinator – Board of County Commissioners
Pasco County Board of County Commissioners
8731 Citizens Drive
New Port Richey, FL 34654-5572

Re: SageBrush Community Development District Proposed
Fiscal Year 2026/2027 Budget

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2026/2027 budget (the "Proposed Budget") approved by the Board of Supervisors of the SageBrush Community Development District (the "Board") for the purpose of setting a hearing to consider public comment and testimony on same. The public hearing on the Proposed Budget has been scheduled for **July 14, 2026** at **9:00 a.m. at the Hilton Garden Inn located at 2155 Northpointe Parkway Lutz, Fl 33558.**

Transmittal of the enclosed Proposed Budget is being made for purposes of disclosure and information, in accordance with the requirement set forth in Section 190.008(b), *Florida Statutes.*

Should you have any questions, please do not hesitate to contact me at your earliest convenience at 813-933-5571

Sincerely,

Scott Brizendine

Scott Brizendine
District Manager

Proposed Budget
SageBrush Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
1							
2	**ASSESSMENT REVENUES**						
3							
4	***Special Assessments***						
5	Tax Roll*	$ -	$ -	$ -	$ -	$ 301,721	$ 301,721
6	Off Roll*	$ -	$ -	$ -	$ -	$ 88,770	$ 88,770
7							
8	**Assessment Revenue Subtotal**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 390,491**	**$ 390,491**
9							
10	**REVENUES**						
11							
12	***Interest Earnings***						
13	Interest Earnings	$ 1	$ 2	$ -	$ 2	$ -	$ -
14	***Contribution from Private Sources***						
15	Developer Contributions	$ 42,947	$ 85,894	$ 147,413	$ (61,519)	$ -	$ (147,413)
16							
17	**Other Revenue Subtotal**	**$ 42,948**	**$ 85,896**	**$ 147,413**	**$ (61,517)**	**$ -**	**$ (147,413)**
18							
19	TOTAL REVENUES	$ 42,948	$ 85,896	$ 147,413	$ (61,517)	$ 390,491	$ 243,078
20	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.						
21							
22	**EXPENDITURES - ADMINISTRATIVE**						

Proposed Budget
SageBrush Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
23							
24	***Legislative***						
25	Employee - Payroll Processing Fees	$ 129	$ 1,000	$ -	$ (1,000)	$ 2,300	$ 2,300
26	Employee - Payroll Taxes	$ 148	$ 325	$ -	$ (325)	$ 950	$ 950
27	Supervisor Fees	$ 4,639	$ 9,439	$ 12,000	$ 2,561	$ 12,000	$ -
28	Supervisor Workers Comp Insurance	$ 879	$ 879	$ -	$ (879)	$ 1,582	$ 1,582
29	***Financial & Administrative***						
30	Accounting Services	$ 7,500	$ 16,000	$ 19,200	$ 3,200	$ 19,200	$ -
31	Administrative Services	$ 2,100	$ 4,200	$ 4,200	$ -	$ 4,326	$ 126
32	Arbitrage Rebate Calculation	$ -	$ -	$ 500	$ 500	$ 500	$ -
33	Auditing Services	$ -	$ 2,900	$ 5,000	$ 2,100	$ 4,500	$ (500)
34	Disclosure Report	$ -	$ 1,667	$ 6,500	$ 5,000	$ 5,000	$ (1,500)
35	District Engineer	$ 172	$ 344	$ 12,000	$ 12,000	$ 12,000	$ -
36	District Management	$ 9,600	$ 19,800	$ 21,000	$ 1,200	$ 21,000	$ -
37	Dues, Licenses & Fees	$ 875	$ 875	$ 175	$ (700)	$ 175	$ -
38	Financial & Revenue Collections	$ -	$ 1,200	$ 3,600	$ 2,400	$ 3,600	$ -
39	Legal Advertising	$ 1,063	$ 1,500	$ 7,500	$ 6,000	$ 1,500	$ (6,000)
40	Miscellaneous Mailings	$ -	$ -	$ -	$ -	$ 500	$ 500
41	Public Officials Liability Insurance	$ 2,250	$ 2,250	$ 4,000	$ 1,750	$ 2,475	$ (1,525)
42	Tax Collector / Property Appraiser Fees	$ 750	$ 750	$ -	$ (750)	$ 125	$ 125
43	Trustee Fees	$ -	$ -	$ 4,000	$ 4,000	$ 4,000	$ -
44	Website Hosting, Maintenance, Backup	$ 600	$ 2,813	$ 2,738	$ (75)	$ 2,933	$ 195
45	***Legal Counsel***						

Proposed Budget
SageBrush Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
46	District Counsel	$ 7,705	$ 15,410	$ 20,000	$ 4,590	$ 20,000	$ -
47							
48	**Administrative Subtotal**	**$ 38,410**	**$ 81,352**	**$ 122,413**	**$ 41,572**	**$ 118,666**	**$ (3,747)**
49							
50	**EXPENDITURES - FIELD OPERATIONS**						
51							
52	***Electric Utility Services***						
53	Utility - Street Lights	$ -	$ -	$ -	$ -	$ 73,800	$ 73,800
54	Utility Services	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000
55	***Stormwater Control***						
56	Aquatic Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
57	Wetland Monitoring & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
58	***Other Physical Environment***						
59	Entry & Wall Maintenance & Repairs	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000
60	Fence Repairs	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000
61	General Liability Insurance	$ 2,750	$ 2,750	$ 5,000	$ 2,250	$ 3,025	$ (1,975)
62	Irrigation Repairs	$ -	$ -	$ -	$ -	$ 10,000	$ 10,000
63	Landscape - Mulch	$ -	$ -	$ -	$ -	$ 10,000	$ 10,000
64	Landscape Inspection Services	$ -	$ -	$ -	$ -	$ -	$ -
65	Landscape & Irrigation Maintenance	$ -	$ -	$ -	$ -	$ 80,000	$ 80,000
66	Landscape Replacement Plants,Shrubs, Trees	$ -	$ -	$ -	$ -	$ 15,000	$ 15,000
67	Maintenance & Repairs	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000
68	Property Insurance	$ -	$ -	$ -	$ -	$ 25,000	$ 25,000

Proposed Budget
SageBrush Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
69	Sidewalk/Road Repairs	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000
70	Street Sign Repairs/Replacement	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000
71	Water Management (Irrigation and Wells)	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000
72	***Miscellaneous Contingency***						
73	Miscellaneous Contingency	$ 1,400	$ 2,800	$ 20,000	$ 17,200	$ 20,000	$ -
74							
75	**Field Operations Subtotal**	**$ 4,150**	**$ 5,550**	**$ 25,000**	**$ 19,450**	**$ 271,825**	**$ 246,825**
76							
77	**TOTAL EXPENDITURES**	$ 42,560	$ 86,902	$ 147,413	$ 61,022	$ 390,491	$ 243,078
78							
79	**EXCESS OF REVENUES OVER EXPENDITURES**	**$ 388**	**$ (1,006)**	**$ -**	**$ (495)**	**$ -**	**$ -**
80							

SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2026/2027 O&M Budget:		$390,491.00	**2025/2026 O&M Budget:**	$0.00
Collection Costs:	**2%**	$8,308.32	**2026/2027 O&M Budget:**	$390,491.00
Early Payment Discounts:	**4%**	$16,616.64		
2026/2027 Total:		**$415,415.96**	**Total Difference:**	**$390,491.00**

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparision 2025/2026	Per Unit Annual Assessment Comparision 2026/2027	Proposed Increase / Decrease $	Proposed Increase / Decrease %
PLATTED					
Phase 1A & 1B					
Single Family 40'	Operations/Maintenance	$0.00	$1,407.80	$1,407.80	(1)
	Total	**$0.00**	**$1,407.80**	**$1,407.80**	(1)
Single Family 50'	Operations/Maintenance	$0.00	$1,759.76	$1,759.76	(1)
	Total	**$0.00**	**$1,759.76**	**$1,759.76**	(1)
UNPLATTED					
Phase 2 & 3					
Single Family 40'	Operations/Maintenance	$0.00	$139.49	$139.49	(1)
	Total	**$0.00**	**$139.49**	**$139.49**	(1)
Single Family 50'	Operations/Maintenance	$0.00	$174.37	$174.37	(1)
	Total	**$0.00**	**$174.37**	**$174.37**	(1)

(1) The District's FY 2025-2026 Budget was funded by the developer in lieu of levying O&M assessments.

SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL ADMIN BUDGET		$118,666.00
COLLECTION COSTS @	2.0%	$2,524.81
EARLY PAYMENT DISCOUNT @	4.0%	$5,049.62
TOTAL ADMIN ASSESSMENT		$126,240.43

TOTAL FIELD O&M BUDGET		$271,825.00
COLLECTION COSTS @	2.0%	$5,783.51
EARLY PAYMENT DISCOUNT @	4.0%	$11,567.02
TOTAL FIELD ASSESSMENT		$289,175.53

UNITS ASSESSED

LOT SIZE	O&M
PLATTED	
Phase 1A & 1B	
Single Family 40'	68
Single Family 50'	128
Total Platted	196
UNPLATTED	
Phase 2 & 3	
Single Family 40'	332
Single Family 50'	276
Total Unplatted	608
Total Community	804

ALLOCATION OF ADMIN O&M ASSESSMENT

ADMIN UNITS	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL ADMIN BUDGET	ADMIN PER UNIT
68	0.80	54.40	7.51%	$9,485.47	$139.49
128	1.00	128.00	17.68%	$22,318.75	$174.37
196		182.4	25.19%	$31,804.22	
332	0.80	265.60	36.69%	$46,311.40	$139.49
276	1.00	276.00	38.12%	$48,124.80	$174.37
608		541.60	74.81%	$94,436.21	
804.00		724.00	100.00%	$126,240.43	
LESS: Pasco County Collection Costs (2%) and Early Payment Discounts (4%):				($7,574.43)	
Net Revenue to be Collected				$118,666.00	

ALLOCATION OF FIELD O&M ASSESSMENT

FIELD UNITS	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL FIELD BUDGET	FIELD PER UNIT
68	0.80	54.40	29.82%	$86,245.33	$1,268.31
128	1.00	128.00	70.18%	$202,930.20	$1,585.39
196		182.4	100.00%	$289,175.53	
0	0.00	0.00	0.00%	$0.00	$0.00
0	0.00	0.00	0.00%	$0.00	$0.00
0		0.00	0.00%	$0.00	
196		182.40	100.00%	$289,175.53	
				($17,350.53)	
				$271,825.00	

PER LOT ANNUAL ASSESSMENT

O&M	TOTAL [1]
$1,407.80	$1,407.80
$1,759.76	$1,759.76
$139.49	$139.49
$174.37	$174.37

[1] Annual assessment that will appear on November 2026 Pasco County property tax bill. Amount shown includes all applicable collection costs an early payment discounts (up to 4% if paid early). Unplatted lots will be direct billed and will exclude the county collection costs and early payment discounts.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0886 **DATE:** 6/16/2026

SUBJECT: Hidden Creek North Development District - Fiscal Year 2025 Annual Financial Report - Received May 12, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0886 Hidden Creek North Development District - Fiscal Year 2025 Annual Financial Report - Received May 12, 2026

HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

May 7, 2026

Agenda Coordinator
Clerk of the Board of County Commissioners
West Pasco Government Center
8731 Citizens Drive
New Port Richey, Florida 34654-5598

Re: Hidden Creek North Community Development District
Proposed Fiscal Year 2026/2027 Budget

Dear Sir/Madam:

Enclosed please find the Fiscal Year *2026/2027* budget (the "Proposed Budget") approved by the Board of Supervisors (the "Board") for the purpose of setting a hearing to consider public comment and testimony on same. The public hearing on the Proposed Budget has been scheduled for **August 04, 2026 at 10:00 a.m. at the office of Rizzetta & Company, Inc. located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.** Transmittal of the enclosed Proposed Budgets are being made for purposes of disclosure and information, in accordance with the requirement set forth in Section 190.008(b), *Florida Statutes.*

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Daryl Adams

Daryl Adams
District Manager

Enclosure: FY 2026/2027 Proposed Budget

Rizzetta & Company

Hidden Creek North
Community Development District

www.hiddencreeknorthcdd.org

Approved Proposed Budget
for
Fiscal Year
2026/2027

Professionals in Community Management

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Proposed Budget Hidden Creek North Community Development District General Fund Fiscal Year 2026/2027								Prior Actuals		Comments
	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 10/01/2025	Annual Budget for 10/01/2025	Projected Budget variance for 10/01/2025	Budget for 10/01/2026	Budget increase (Decrease) vs 10/01/2025	Actual FY 24/25	Actual FY 23/24	
1										
2	ASSESSMENT REVENUES									
3										
4	*Special Assessments*									
5	Tax Roll	$ 374,962	$ 374,962	$ 372,261	$ 2,701	$ 385,346	$ 13,085	$ 376,857.00	$ 355,140.00	
6										
7	Assessment Revenue Subtotal	$ 374,962	$ 374,962	$ 372,261	$ 2,701	$ 385,346	$ 13,085	$ 376,857.00	$ 355,140.00	
8										
9	OTHER REVENUES									
10										
11	*Interest Earnings*									
12	Interest Earnings	$ 288	$ 288	$ -	$ 288	$ -	$ -	$ 343.00	$ -	
13	*Other Miscellaneous Revenues*									
14	Balance Forward from Prior Year	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
15										
16	Other Revenue Subtotal	$ 288	$ 288	$ -	$ 288	$ -	$ -	$ 343.00	$ -	
17										
18	TOTAL REVENUES	$ 375,250	$ 375,518	$ 372,261	$ 3,257	$ 385,346	$ 13,085	$ 377,200.00	$ 355,140.00	
19										
20	EXPENDITURES - ADMINISTRATIVE									
21										
22	*Legislative*									
23	Supervisor Fees	$ 2,000	$ 4,000	$ 13,000	$ 9,000	$ 13,000	$ -	$ 10,000.00	$ 11,000.00	
24	*Financial & Administrative*									
25	Accounting Services	$ 10,534	$ 21,068	$ 21,067	$ (1)	$ 21,699	$ 632	$ 20,257.00	$ 19,067.00	Per contract
26	Administrative Services	$ 2,634	$ 5,268	$ 5,268	$ -	$ 5,426	$ 158	$ 5,063.00	$ 4,971.00	Per contract
27	Arbitrage Rebate Calculation	$ -	$ -	$ 900	$ 900	$ 900	$ -	$ -	$ 450.00	Per Arbtec Contract
28	Assessment Roll	$ 5,852	$ 5,852	$ 5,852	$ -	$ 6,028	$ 176	$ 5,627.00	$ 5,463.00	Per contract
29	Auditing Services	$ -	$ -	$ 3,500	$ 3,500	$ 3,500	$ -	$ 3,400.00	$ 3,400.00	Per contract FY 24-25 = $3400
30	Dissemination Agent	$ 2,500	$ 5,000	$ 5,000	$ -	$ 5,000	$ -	$ 5,000.00	$ 5,000.00	No increase
31	District Engineer	$ 5,119	$ 10,238	$ 15,000	$ 4,762	$ 15,000	$ -	$ 4,928.00	$ 6,821.00	The avg of the two years plus the trend is $7,985
32	District Management	$ 11,763	$ 23,526	$ 23,526	$ -	$ 24,232	$ 706	$ 22,621.00	$ 21,962.00	Per contract
33	Dues, Licenses & Fees	$ 175	$ 350	$ 175	$ (175)	$ 175	$ -	$ 175.00	$ 175.00	Due annually to State
34	Engineer - SWFWMD reporting for WUP	$ 4,163	$ 8,325	$ 4,440	$ (3,885)	$ 8,500	$ 4,060	$ 5,364.00	$ 6,375.00	Ed Craig @ Ardurra is being expected here, contract not to exceed $8500
35	Financial Consulting & Revenue Collections	$ 2,103	$ 4,206	$ 4,205	$ (1)	$ 5,531	$ 1,326	$ 4,043.00	$ 3,925.00	Per contract
36	Legal Advertising	$ 627	$ 1,254	$ 3,200	$ 1,946	$ 5,000	$ 1,800	$ 4,862.00	$ 3,074.00	
37	Miscellaneous Mailings	$ -	$ -	$ 1,000	$ 1,000	$ 1,000	$ -	$ 668.00	$ 565.00	
38	Public Officials Liability Insurance	$ 3,209	$ 3,209	$ 3,468	$ 196	$ 3,830	$ 125	$ 3,027.00	$ 2,629.00	Egis estimate
39	Tax Collector /Property Appraiser Fees	$ 150	$ 150	$ 150	$ -	$ 150	$ -	$ 276.00	$ 150.00	
40	Trustee Fees	$ 3,500	$ 3,500	$ 4,000	$ 500	$ 4,000	$ -	$ 3,500.00	$ 1,057.00	Regions-Trustee Fees thertes 2019 A1 & A2 - $3800 annual administration fee per series (A-2 paid off) plus $500 administration fee if requested.
41	Website Hosting, Maintenance, Backup (and Email)	$ 1,300	$ 2,400	$ 4,000	$ 1,600	$ 4,938	$ 938	$ 5,478.00	$ 3,936.00	ADA-$2,418, which is a 4% increase, and Technology contract is $2520

Proposed Budget
Hidden Creek North Community Development District
General Fund
Fiscal Year 2026-2027

	Chart of Accounts Classification	Actual YTD through 02/21/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	Actual FY 24/25	Actual FY 23/24	Comments
42	***Legal Counsel***									
43	District Counsel	$ 7,219	$ 14,438	$ 28,000	$ 10,862	$ 25,000	$ -	$ 21,427.00	$ 21,150.00	No change
44										
45	**Administrative Subtotal**	$ 82,748	$ 110,764	$ 142,338	$ 26,334	$ 152,259	$ 9,921	$ 129,723.00	$ 134,802.00	
46										
47	**EXPENDITURES - FIELD OPERATIONS**									
48										
49	***Electric Utility Services***									
50	Utility - Street Lights	$ 5,753	$ 11,506	$ 16,000	$ 4,494	$ 16,000	$ -	$ 13,827.00	$ 13,104.00	Bills are normally $1,199.57, which is 13,919 for the year. We're adding two meters
51	Utility Services	$ 1,851	$ 3,262	$ 1,300	$ (2,062)	$ 3,500	$ 2,200	$ 466.00	$ 636.00	DA - Confirmed with DE - Irrigation/well in common areas owned by the CDD.Also, we're looking at all additional metering.
52	***Water-Sewer Combination Services***									
53	Utility - Reclaimed	$ 1,189	$ 2,300	$ 3,000	$ 700	$ 2,500	$ (500)	$ 891.00	$ 1,542.00	Reclaimed water bill being tracked for WUP compliance by Ed Craig @ Adams. The March bill was $180.79 which is $2,170 for the year
54	***Stormwater Control***									
55	Aquatic Maintenance	$ 8,856	$ 17,712	$ 26,500	$ 8,788	$ 26,500	$ -	$ 16,307.00	$ 25,455.00	Contract is $17,712 per year. The difference will be for additional services. Ex: quarterly cleaning and act. No increase in services.
56	Stormwater Assessment	$ -	$ -	$ 500	$ 500	$ 500	$ -	$ -	$ -	Pasco County charge
57	Stormwater Maintenance	$ -	$ -	$ 1,600	$ 1,600	$ 2,700	$ 1,100	$ -	$ 8,043.00	2023-2024 SWFMD - DE Engineer must inspect annually ($800) the inlet & outlet structures and maint. crowded vendor (aquatic) - $800) annually ; 2023-3024 was cleanes which was $8,043.
58	***Other Physical Environment***									
59	Entry & Walls Maintenance	$ -	$ -	$ 1,000	$ 1,000	$ 1,000	$ -	$ 4,900.00	$ -	$4,900 was for the fence repair regarding the hurricane.
60	Field Inspection Services	$ 5,100	$ 10,200	$ 10,200	$ -	$ 11,400	$ 1,200	$ 9,000.00	$ 7,150.00	Per Contract
61	General Liability Insurance	$ 3,922	$ 3,922	$ 4,663	$ 741	$ 4,314	$ (349)	$ 3,700.00	$ 3,466.00	Egis estimate-GL
62	Irrigation Enhancement & Repair (Misc.)	$ 2,077	$ 4,154	$ 20,220	$ 16,066	$ 20,220	$ -	$ 16,113.00	$ 2,698.00	
63	Landscape - Mulch	$ 3,167	$ 6,334	$ 10,000	$ 3,666	$ 10,000	$ -	$ -	$ -	
64	Landscape Maintenance	$ 80,720	$ 161,440	$ 105,000	$ 3,560	$ 105,000	$ -	$ 98,667.00	$ 97,015.00	Per contract, which is $96,013 plus additional landscaping services.
65	Property Insurance	$ 754	$ 754	$ 1,223	$ 469	$ 716	$ (507)	$ 1,138.00	$ 1,098.00	Egis estimate
66	Well Maintenance	$ -	$ -	$ 1,000	$ 1,000	$ 1,000	$ -	$ -	$ -	DE Est. pumps 4 wells - $600 per visits 2 times per year = $1000 *20 year life cycle $15K replacement cost,$15K for well
67	***Road & Street Facilities***									
68	Sidewalk Maintenance & Repair	$ -	$ -	$ 2,000	$ 2,000	$ 2,000	$ -	$ 236.00	$ -	CDD owned only sections of sidewalks- the remaining sidewalk is owned by the county
69	Street Sign Repair & Replacement	$ -	$ -	$ 5,000	$ 5,000	$ 5,000	$ -	$ 8,169.00	$ -	All street signs within the Hidden Creek Blvd ROW are county-owned, and all remaining street signs for other roads are owned by the CDD
70	***Contingency***									
71	Miscellaneous Contingency	$ 4,000	$ 8,000	$ 20,737	$ 12,737	$ 20,737	$ -	$ 39,036.00	$ 2,490.00	Trash can removal and electrical project
72										
73	**Field Operations Subtotal**	$ 67,150	$ 150,324	$ 229,943	$ 69,255	$ 223,687	$ 3,144	$ 196,216	$ 163,685	
74										
75	**TOTAL EXPENDITURES**	$ 149,928	$ 282,468	$ 372,281	$ 89,813	$ 385,346	$ 13,065	$ 325,939	$ 287,659	

Proposed Budget
Hidden Creek North Community Development District
Reserve Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	Comments
1								
2	**REVENUES**							
3								
4	***Special Assessments***							
5	Tax Roll	$ 197,769	$ 197,769	$ 197,769	$ -	$ 184,704	$ (13,065)	Per Reserve Study and Street Tree Project for $132k
6								
7	**Assessment Revenue Subtotal**	**$ 197,769**	**$ 197,769**	**$ 197,769**	**$ -**	**$ 184,704**	**$ (13,065)**	
8								
9	**OTHER REVENUES**							
10								
11	Other Miscellaneous Revenues							
12	Balance Forward from Prior Year	$ -	$ -	$ -	$ -	$ -	$ -	
13	Interest Earnings	$ 3,392	$ 6,784	$ -	$ 6,784	$ -	$ -	
14								
15	**Other Revenue Subtotal**	**$ 3,392**	**$ 6,784**	**$ -**	**$ 6,784**	**$ -**	**$ -**	
16								
17	TOTAL REVENUES	$ 201,161	$ 204,553	$ 197,769	$ 6,784	$ 184,704	$ (13,065)	
18								
19	**EXPENDITURES**							
20								
21	***Contingency***							
22	Capital Outlay	$ -	$ -	$ 197,769	$ 197,769	$ 184,704	$ (13,065)	Per Board
23								
24								
25	TOTAL EXPENDITURES	$ -	$ -	$ 197,769	$ 197,769	$ 184,704	$ (13,065)	

Hidden Creek North Community Development District

Debt Service

Fiscal Year 2026/2027

Chart of Accounts Classification	Series 2019A-1	Budget for 2026/2027
REVENUES		
Special Assessments		
Net Special Assessments [1]	$381,687.70	$381,687.70
TOTAL REVENUES	**$381,687.70**	**$381,687.70**
EXPENDITURES		
Administrative		
Debt Service Obligation	$381,687.70	$381,687.70
Administrative Subtotal	**$381,687.70**	**$381,687.70**
TOTAL EXPENDITURES	**$381,687.70**	**$381,687.70**
EXCESS OF REVENUES OVER EXPENDITURES	**$0.00**	**$0.00**
Pasco County Collection Costs (2%) and Early Payment Discounts (4%):		6.0%
GROSS ASSESSMENTS		**$405,705.46**

Notes:
Tax Roll Collection Costs for Pasco County are 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

[1] Maximum Annual Debt Service

HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2026/2027 O&M Budget:		$570,050.00	**2025/2026 O&M Budget:**	$570,050.00
Pasco County Collection Costs:	2%	$12,128.72	**2026/2027 O&M Budget:**	$570,050.00
Early Payment Discounts:	4%	$24,257.45		
2026/2027 Total:		**$606,436.17**	**Total Difference:**	**$0.00**

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	*2026/2027*	*$*	*%*
Single Family 40'	Series 2019A-1 Debt Service	$1,169.18	$1,169.18	$0.00	0.00%
	Operations/Maintenance	$1,747.65	$1,747.65	$0.00	0.00%
	Total	**$2,916.83**	**$2,916.83**	**$0.00**	**0.00%**
Single Family 50'	Series 2019A-1 Debt Service	$1,169.18	$1,169.18	$0.00	0.00%
	Operations/Maintenance	$1,747.65	$1,747.65	$0.00	0.00%
	Total	**$2,916.83**	**$2,916.83**	**$0.00**	**0.00%**

HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		$570,050.00
COLLECTION COSTS @	2%	$12,128.72
EARLY PAYMENT DISCOUNTS @	4%	$24,257.45
TOTAL O&M ASSESSMENT		$606,436.17

UNITS ASSESSED

LOT SIZE	O&M	SERIES 2019A-1 DEBT SERVICE
Single Family 40'	212	212
Single Family 50'	135	135
TOTAL	347	347

ALLOCATION OF O&M ASSESSMENT

EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
1.00	212.00	61.10%	$370,502.79
1.00	135.00	38.90%	$235,933.38
	347.00	100.00%	$606,436.17

PER LOT ANNUAL ASSESSMENT

O&M	SERIES 2019A-1 DEBT SERVICE [1]	TOTAL [2]
$1,747.65	$1,169.18	$2,916.83
$1,747.65	$1,169.18	$2,916.83

LESS: Pasco County Collection Costs (2%) and Early Payment Discounts (4%):	($36,386.17)
Net Revenue to be Collected:	$570,050.00

[1] Annual debt service assessment per lot adopted in connection with the Series 2019A-1 bond issue. Annual assessment includes principal, interest, Pasco County collection costs and early payment discounts.

[2] Annual assessment that will appear on November 2026 Pasco County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note that not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll, and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to offset expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of $200.00 maximum per meeting within an annual cap of $4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day-to-day operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles, and phone calls.

District Management: The District, as required by statute, will contract a firm to provide for the management and administration of the District's day-to-day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions, and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices, and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain, and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial Consulting & Revenue Collections: Services include investment administration of the District's bank and trust accounts, if applicable, ongoing banking analyses, and related consulting services to support prudent cash management in compliance with applicable statutory requirements. However, the firm does not serve as a Municipal Advisor and does not provide investment advice. The firm also provides comprehensive billing, collection, and reporting of District assessments to fund debt service and operations, including direct billings, funding requests and owner inquiries. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for any bond-related collection needs. These funds are collected as prescribed in the Trust Indentures. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida, and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, public hearings, bidding etc., for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items that may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous fees throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance, and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website, along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains throughout the Parks & Recreation areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing, and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs.

Property Insurance: The District will incur fees to insure items owned by the District for its property needs.

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities, including pond banks, entryways, and similar planting areas within the District. These services include, but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to the replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right-of-way of streets that the District may own, if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities, such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes, such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers' compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that require various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax, and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities that requires various office-related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses that may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expenses related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public's enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll, and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to offset expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0887 **DATE:** 6/16/2026

SUBJECT: Meadow Point IV Community Development District - Fiscal Year 2025 Annual Financial Report - Received April 6, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0887 Meadow Point IV Community Development District - Fiscal Year 2025 Annual Financial Report - Received April 6, 2025



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

RECEIVED
APR 06 2026
PASCO COUNTY, CLERK & COMPTROLLER

April 6, 2026

Pasco County Clerk of Court
Nichole Alvarez - Sowles
7530 Little Road, Suite 106
New Port Richey, FL 34654

RE: Meadow Pointe IV Community Development District

To Whom It May Concern:

Pursuant to Section 11.45, Florida Statutes, and Section 189.418, Florida Statutes, an independent special district in one county must file its Annual Financial Audit Report with the Office of the Auditor General and the Clerk of the County governing within 45 days of audit completion and within 9 months of fiscal year end. One copy of the report must be submitted to the Clerk of the Board of County Commissioners.

Accordingly, enclosed is one copy of the Annual Financial Audit Report for the Fiscal Year Ended September 30, 2025 for the above referenced district. Please call me at (813) 933-5571 with any questions.

Sincerely,

Scott Brizendine

Enclosures

MEADOW POINTE IV
COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

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Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Boca Raton, Florida 33431
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www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Meadow Pointe IV Community Development District
Pasco County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Meadow Pointe IV Community Development District, Pasco County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 18, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Grau & Associates

March 18, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Meadow Pointe IV Community Development District, Pasco County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets plus deferred outflows of resources of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of $8,818,981.
- The change in the District's total net position in comparison with the prior fiscal year was $16,769, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported combined ending fund balances of $2,393,518, an increase of $546,169 in comparison with the prior fiscal year. A portion of the fund balance is nonspendable for prepaid items and deposits, restricted for debt service, assigned to capital reserves, and the remaining amount is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management), maintenance and operations and recreation functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: the governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and debt service fund, both of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets plus deferred outflows of resources exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION
SEPTEMBER 30,

	2025	2024
Current and other assets	$ 2,460,230	$ 1,907,645
Capital assets, net of depreciation	11,405,296	12,302,182
Total assets	13,865,526	14,209,827
Deferred outflows of resources	33,136	35,872
Total assets and deferred outflows	13,898,662	14,245,699
Current liabilities	141,681	140,487
Long-term liabilities	4,938,000	5,303,000
Total liabilities	5,079,681	5,443,487
Net position		
Net investment in capital assets	6,500,432	7,035,054
Restricted	384,764	339,685
Unrestricted	1,933,785	1,427,473
Total net position	$ 8,818,981	$ 8,802,212

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

	2025	2024
Revenues:		
Program revenues		
Charges for services	$ 2,720,340	$ 2,641,408
Operating grants and contributions	23,006	28,421
General revenues		
Miscellaneous	15,744	10,578
Unrestricted investment earnings	78,917	80,695
Total revenues	2,838,007	2,761,102
Expenses:		
General government	235,335	187,892
Physical environment	2,033,923	2,536,923
Culture and recreation	362,009	360,234
Interest on long-term debt	189,971	205,517
Total expenses	2,821,238	3,290,566
Change in net position	16,769	(529,464)
Net position - beginning, restated	8,802,212	9,331,676
Net position - ending	$ 8,818,981	$ 8,802,212

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025 was $2,821,238. The costs of the District's activities were primarily funded by program revenues. Program revenues are comprised primarily of assessments and investment earnings for both the current and prior fiscal years. In total, expenses decreased over the prior year primarily as the result of a decrease in maintenance costs.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had $18,376,008 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of $6,970,712 has been taken, which resulted in a net book value of $11,405,296. More detailed information about the District's capital assets is presented in the notes to the financial statements.

Capital Debt

At September 30, 2025, the District had $4,938,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Meadow Pointe IV Community Development District's Accounting Department at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

FINANCIAL STATEMENTS

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

	Governmental Activities
ASSETS	
Cash	$ 213,031
Investments	1,745,193
Prepaid items and deposits	42,273
Restricted assets:	
Investments	459,733
Capital assets:	
Depreciable, net	11,405,296
Total assets	13,865,526
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on refunding (debit)	33,136
Total deferred outflows of resources	33,136
LIABILITIES	
Accounts payable and accrued expenses	66,512
Accrued interest payable	74,969
Deposits	200
Non-current liabilities:	
Due within one year	375,000
Due in more than one year	4,563,000
Total liabilities	5,079,681
NET POSITION	
Net investment in capital assets	6,500,432
Restricted for debt service	384,764
Unrestricted	1,933,785
Total net position	$ 8,818,981

See notes to the financial statements

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Primary government:				
Governmental activities:				
General government	$ 235,335	$ 235,335	$ -	$ -
Physical environment	2,033,923	1,910,697	-	(123,226)
Culture and recreation	362,009	-	-	(362,009)
Interest on long-term debt	189,971	574,308	23,006	407,343
Total governmental activities	2,821,238	2,720,340	23,006	(77,892)
General revenues:				
Unrestricted investment earnings				78,917
Miscellaneous				15,744
Total general revenues				94,661
Change in net position				16,769
Net position - beginning				8,802,212
Net position - ending				$ 8,818,981

See notes to the financial statements

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
BALANCE SHEET – GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	Major Funds		Total Governmental Funds
	General	Debt Service	
ASSETS			
Cash	$ 213,031	$ -	$ 213,031
Investments	1,745,193	459,733	2,204,926
Prepaid items and deposits	42,273	-	42,273
Total assets	$ 2,000,497	$ 459,733	$ 2,460,230
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued expenses	$ 66,512	$ -	$ 66,512
Deposits	200	-	200
Total liabilities	66,712	-	66,712
Fund balances:			
Nonspendable:			
Prepaid items and deposits	42,273	-	42,273
Restricted for:			
Debt service	-	459,733	459,733
Assigned to:			
Capital reserve	969,785	-	969,785
Unassigned	921,727	-	921,727
Total fund balances	1,933,785	459,733	2,393,518
Total liabilities and fund balances	$ 2,000,497	$ 459,733	$ 2,460,230

See notes to the financial statements

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET – GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

Fund balance - governmental funds		$ 2,393,518
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.		
Cost of capital assets	18,376,008	
Accumulated depreciation	(6,970,712)	11,405,296
Deferred charges on refunding of long-term debt are shown as deferred outflows/inflows of resources in the government-wide financial statements; however, this amount is expensed in the governmental fund financial statements.		33,136
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.		
Accrued interest payable	(74,969)	
Bonds payable	(4,938,000)	(5,012,969)
Net position of governmental activities		$ 8,818,981

See notes to the financial statements

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Major Funds		Total Governmental Funds
	General	Debt Service	
REVENUES			
Assessments	$ 2,146,032	$ 574,308	$ 2,720,340
Interest income	78,917	23,006	101,923
Miscellaneous revenue	15,744	-	15,744
Total revenues	2,240,693	597,314	2,838,007
EXPENDITURES			
Current:			
General government	235,335	-	235,335
Physical environment	1,211,871	-	1,211,871
Culture and recreation	287,175	-	287,175
Debt service:			
Principal	-	365,000	365,000
Interest	-	192,457	192,457
Total expenditures	1,734,381	557,457	2,291,838
Excess (deficiency) of revenues over (under) expenditures	506,312	39,857	546,169
Fund balances - beginning	1,427,473	419,876	1,847,349
Fund balances - ending	$ 1,933,785	$ 459,733	$ 2,393,518

See notes to the financial statements

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

Net change in fund balances - total governmental funds	$	546,169
Amounts reported for governmental activities in the statement of activities are different because:		
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.		365,000
Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.		(896,886)
Amortization of the deferred charge on refunding is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.		(2,736)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.		5,222
Change in net position of governmental activities	$	16,769

See notes to the financial statements

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Meadow Pointe IV Community Development District (the "District") was established by Pasco County Ordinance 2002-21 enacted on September 4, 2002 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the qualified electors within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:
1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements
The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments imposed on assessable lands located within the District. Assessments may be levied on property to pay for the operations and maintenance of the District. The fiscal year for which annual assessments may be levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets
These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments
The District's cash on hand and demand deposits are considered to be cash and cash equivalents.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
c) Interest bearing time deposits or savings accounts in qualified public depositories;
d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items
Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets
Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Roadways & infrastructure	20
Stormwater & water systems	25
Security & landscaping	15
Recreational facilities	10 - 30
Furniture, fixtures & equipment	5 - 10

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Refundings of Debt

For current refundings and advance refundings resulting in the defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources and recognized ratably as a component of interest expense over the remaining life of the old debt or the life of the new debt, whichever is shorter. In connection with the refunding, $2,736 was recognized as a component of interest expense in the current fiscal year.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)
The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

a) Each year, the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
b) A public hearing is conducted to obtain comments.
c) Prior to October 1, the budget is legally adopted by the District Board.
d) All budget changes must be approved by the District Board.
e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate Bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2025:

	Amortized Cost	Fair Value	Credit Risk	Weight Average Maturities
First American Treasury Obligations Fund Class Y	$ 82,642	$ -	S&P AAAm	48 days
First American Treasury Obligations Fund Class Z	377,091	-	S&P AAAm	48 days
FL Class	-	1,745,193	S&P AAAm	42 days
Total Investments	$ 459,733	$ 1,745,193		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indentures limit the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Governmental activities				
Capital assets, being depreciated				
Roadways & infrastructure	$ 13,356,524	$ -	$ -	$ 13,356,524
Stormwater & water systems	1,451,020	-	-	1,451,020
Security & landscaping	1,442,775	-	-	1,442,775
Recreational facilities	2,076,422	-	-	2,076,422
Furniture, fixtures & equipment	49,267	-	-	49,267
Total capital assets, being depreciated	18,376,008	-	-	18,376,008
Less accumulated depreciation for:				
Roadways & infrastructure	4,006,957	667,826	-	4,674,783
Stormwater & water systems	348,245	58,041	-	406,286
Security & landscaping	577,110	96,185	-	673,295
Recreational facilities	1,106,247	72,034	-	1,178,281
Furniture, fixtures & equipment	35,267	2,800	-	38,067
Total accumulated depreciation	6,073,826	896,886	-	6,970,712
Total capital assets, being depreciated, net	12,302,182	(896,886)	-	11,405,296
Governmental activities capital assets, net	$ 12,302,182	$ (896,886)	$ -	$ 11,405,296

Depreciation expense was charged to function/programs as follows:

Physical environment	$ 822,052
Culture and recreation	74,834
Total depreciation expense	$ 896,886

NOTE 6 – LONG-TERM LIABILITIES

Capital Improvement Revenue Bonds - Series 2014

In June 2014, the District issued Capital Improvement Revenue Refunding Bonds, Series 2014 comprised of: Series 2014A Bonds of $908,074 due on May 1, 2035 with a fixed interest rate of 7.25% and Series 2014B Bonds of $810,932 due on May 1, 2022 with a fixed interest rate of 7.25%. The Bonds were issued in exchange for $1,719,005 of the Series 2012B-2 Bonds.

The Series 2014 Bonds are Convertible Capital Appreciation Bonds. Interest accretes and was added to the bond value from the issuance date until the conversion date of November 1, 2016. After that date, the bonds converted to current interest bonds and interest payments are due semiannually on each May 1 and November 1, commencing May 1, 2017. Annual principal payments began on May 1, 2017 for the Series 2014A Bonds. Principal on the 2014B Bonds was due in a lump sum payment May 1, 2022. The Series 2014B Bonds were fully redeemed in November 2019.

The Series 2014 Bonds were subject to redemption at the option of the District prior to their maturity. The Series 2014 Bonds were also subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions, requirements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2025.

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Capital Improvement Revenue Refunding Bonds - Series 2015

In April 2015, the District issued $2,360,000 of Capital Improvement Revenue Refunding Bonds, Series 2015 due on May 1, 2034 with a variable interest rate of 2% to 4.20%. Interest payments are due semiannually on each May 1 and November 1, commencing November 1, 2015. Principal on the bonds is to be paid serially commencing May 1, 2016 through May 1, 2034.

The Series 2015 Bonds were subject to redemption at the option of the District prior to their maturity. The Series 2015 Bonds were also subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions, requirements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2025.

Capital Improvement Revenue Refunding Bonds - Series 2022

In April 2022, the District issued Series 2022 Bonds comprised of Series 2022A-1 Bonds of $1,336,000 due on May 1, 2036 with a fixed interest rate of 2.59% and Series 2022A-2 Bonds of $2,348,000 due on May 1, 2038 with a fixed interest rate of 2.63%. The Series 2022 Bonds were issued to redeem all the outstanding Series 2012A-1 and Series 2012A-2, respectively. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2022 through May 1, 2036 and May 1, 2038 for both the Series 2012A-1 and 2012A-2 Bonds, respectively.

The Series 2022 Bonds were subject to redemption at the option of the District prior to their maturity. The Series 2022 Bonds were also subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established certain restrictions, requirements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service. The District was in compliance with the requirements at September 30, 2025.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2025 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Bonds payable:					
Series 2014A	$ 715,000	$ -	$ 45,000	$ 670,000	$ 45,000
Series 2015	1,400,000	-	115,000	1,285,000	120,000
Series 2022A-1	1,137,000	-	82,000	1,055,000	84,000
Series 2022A-2	2,051,000	-	123,000	1,928,000	126,000
Total	$ 5,303,000	$ -	$ 365,000	$ 4,938,000	$ 375,000

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Long-term Debt Activity (Continued)

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

Year ending, September 30:	Governmental Activities		
	Principal	Interest	Total
2026	$ 375,000	$ 179,926	$ 554,926
2027	390,000	166,254	556,254
2028	406,000	151,884	557,884
2029	422,000	136,789	558,789
2030	438,000	120,971	558,971
2031-2035	2,293,000	339,208	2,632,208
2036-2038	614,000	29,623	643,623
Total	$ 4,938,000	$ 1,124,655	$ 6,062,655

NOTE 7 – ASSESSMENTS

The Developer owns a portion of the land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

NOTE 8 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 9 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There was one settled claim during the past three years that did not exceed the coverage amount.

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	$ 2,065,278	$ 2,146,032	$ 80,754
Interest Income	-	78,917	78,917
Miscellaneous Income	-	15,744	15,744
Total revenues	2,065,278	2,240,693	175,415
EXPENDITURES			
Current:			
General government	188,373	235,335	(46,962)
Physical environment	1,188,347	1,211,871	(23,524)
Culture and recreation	322,940	287,175	35,765
Capital Outlay	365,618	-	365,618
Total expenditures	2,065,278	1,734,381	330,897
Excess (deficiency) of revenues over (under) expenditures	$ -	506,312	$ 506,312
Fund balance - beginning		1,427,473	
Fund balance - ending		$ 1,933,785	

See notes to required supplementary information

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED

Element	Comments
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	10
Employee compensation	Not applicable
Independent contractor compensation	$441,669
Construction projects to begin on or after October 1; (>$65K)	$0
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance $2,473.81 - $2,543.49
	Debt Service $393.86 - $900.00
Special assessments collected	$2,720,340
Outstanding Bonds:	
Series 2014A, due May 1, 2035	$670,000
Series 2015, due May 1, 2034	$1,285,000
Series 2022A-1, due May 1, 2036	$1,055,000
Series 2022A-2, due May 1 , 2038	$1,928,000

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Meadow Pointe IV Community Development District
Pasco County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Meadow Pointe IV Community Development District, Pasco County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our opinion thereon dated March 18, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Gray & Associates

March 18, 2026

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Meadow Pointe IV Community Development District
Pasco County, Florida

We have examined Meadow Pointe IV Community Development District, Pasco County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Meadow Pointe IV Community Development District, Pasco County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

March 18, 2026

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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Meadow Pointe IV Community Development District
Pasco County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Meadow Pointe IV Community Development District, Pasco County, Florida ("District") as of and for the fiscal year ended September 30, 2025 and have issued our report thereon dated March 18, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 18, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

I. **Current year findings and recommendations.**
II. **Status of prior year findings and recommendations.**
III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Meadow Pointe IV Community Development District, Pasco County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Meadow Pointe IV Community Development District, Pasco County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

March 18, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

   There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024.

2. Any recommendations to improve the local governmental entity's financial management.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2025. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0888 **DATE:** 6/16/2026

SUBJECT: PSC – Commission Conference Agenda - May 5, 2026 – Issued April 23, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0888 PSC – Commission Conference Agenda - May 5, 2026 – Issued April 23, 2026

FLORIDA PUBLIC SERVICE COMMISSION

COMMISSION CONFERENCE AGENDA

CONFERENCE DATE AND TIME: Tuesday, May 5, 2026, 9:30 a.m.

LOCATION: Betty Easley Conference Center, Joseph P. Cresse Hearing Room 148

DATE ISSUED: April 23, 2026

NOTICE

Persons affected by Commission action on certain items on this agenda may be allowed to address the Commission, either informally or by oral argument, when those items are taken up for discussion at this conference. These items are designated by double asterisks (**) next to the item number.

To participate informally, affected persons need only appear at the conference and request the opportunity to address the Commission on an item listed on the agenda. Informal participation is not permitted: (1) on dispositive motions and motions for reconsideration; (2) when a recommended order is taken up by the Commission; (3) in a rulemaking proceeding after the record has been closed; or (4) when the Commission considers a post-hearing recommendation on the merits of a case after the close of the record. The Commission allows informal participation at its discretion in certain types of cases (such as declaratory statements and interim rate orders) in which an order is issued based on a given set of facts without hearing. See Florida Administrative Code Rules 25-22.0021 (agenda conference participation) and 25-22.0022 (oral argument).

Conference agendas, staff recommendations, vote sheets, and transcripts are available online at https://www.floridapsc.com, by selecting *Conferences & Meeting Agendas* and *Commission Conferences of the FPSC*. An official vote of "move staff" denotes that the Item's recommendations were approved.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate at this proceeding should contact the Office of Commission Clerk no later than five days prior to the conference at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850 or 850-413-6770 (Florida Relay Service, 1-800-955-8770 Voice or 1-800-955-8771 TDD). Assistive Listening Devices are available upon request from the Office of Commission Clerk, Gerald L. Gunter Building, Room 152.

The Commission Conference has a live video broadcast the day of the conference, which is available from the FPSC website. Upon completion of the conference, the archived video will be available from the website by selecting *Conferences & Meeting Agendas*, then *Audio and Video Event Coverage*.

EMERGENCY CANCELLATION OF CONFERENCE: If a named storm or other disaster requires cancellation of the Conference, Commission staff will attempt to give timely notice. Notice of cancellation will be provided on the Commission's website (https://www.floridapsc.com) under the Hot Topics link on the home page. Cancellation can also be confirmed by calling the Office of Commission Clerk at 850-413-6770.

If you have any questions, contact the Office of Commission Clerk at 850-413-6770 or Clerk@psc.state.fl.us.

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ITEM NO.	CASE
1**PAA	**Docket No. 20260014-EI** – Complaint by Juan Merchan and Gonzalo Lever against Tampa Electric Company.

Critical Date(s): None

Commissioners Assigned: All Commissioners
Prehearing Officer: Payne

Staff: CAO: Plescow
ENG: Brown
GCL: Dose

Issue 1: What is the appropriate resolution of the Petitioners' complaint?
Recommendation: Staff recommends that the Petitioners' formal complaint be denied. It does not appear that TECO violated its Commission-approved tariff or any statutes, rules, or orders of the Commission in its relocation of guy wires within its right of way.
Issue 2: Should this docket be closed?
Recommendation: If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, this docket should be closed upon the issuance of a consummating order.

ITEM NO.	CASE

2** **Docket No. 20260001-EI** – Fuel and purchased power cost recovery clause with generating performance incentive factor.

Critical Date(s): None

Commissioners Assigned: All Commissioners
Prehearing Officer: Clark

Staff: AFD: Higgins, G. Kelley, Zaslow
ECO: Hampson
GCL: M. Thompson

Issue 1: Should the Commission approve DEF's request to refund $90,515,614 of over-recovered storm costs through the fuel cost recovery clause?
Recommendation: Yes. The Commission should approve DEF's request to refund $90,515,614 of over-recovered storm costs through reductions to its fuel cost recovery factors applicable for June 2026 through September 2026. The Commission should also approve DEF's request to true-up any remaining storm cost recovery balance through the fuel clause when those amounts become final.
Issue 2: If approved by the Commission, what is the appropriate effective date for DEF's revised fuel cost recovery factors?
Recommendation: The fuel cost recovery factors, as shown on Appendix A, should become effective with the first billing cycle of June 2026 and continue through the last billing cycle of September 2026.
Issue 3: Should this docket be closed?
Recommendation: No. The 20260001-EI docket is an on-going proceeding and should remain open.

ITEM NO.	CASE

3**PAA

Docket No. 20260024-GU – Petition for approval of change in rate used to capitalize allowance for funds used during construction (AFUDC) from 7.08% to 7.18%, effective January 1, 2026, by Peoples Gas System, Inc.

Critical Date(s): None

Commissioners Assigned: All Commissioners
Prehearing Officer: Administrative

Staff: AFD: D'Sa, Souchik
GCL: Brownless

Issue 1: Should the Commission approve PGS's request to change its AFUDC rate from 7.08 percent to 7.18 percent?
Recommendation: Yes. The appropriate AFUDC rate for PGS is 7.18 percent based on a 13-month average capital structure for the period ended December 31, 2025.
Issue 2: What is the appropriate monthly compounding rate to achieve PGS's requested annual AFUDC of 7.18 percent?
Recommendation: The appropriate compounding rate to achieve an annual AFUDC rate of 7.18 percent is 0.005795 percent.
Issue 3: Should the Commission approve PGS's requested effective date of January 1, 2026, for implementing the AFUDC rate?
Recommendation: Yes. The AFUDC rate should be effective January 1, 2026, for all purposes.
Issue 4: Should this docket be closed?
Recommendation: If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, this docket should be closed upon the issuance of a consummating order.

ITEM NO.	CASE
4**PAA	**Docket No. 20260048-EQ** – Petition for approval of amended standard offer contract (Schedule COG-2), by Duke Energy Florida, LLC.

Critical Date(s): None

Commissioners Assigned: All Commissioners
Prehearing Officer: Administrative

Staff: ENG: Willis, Ellis
GCL: Sparks

Issue 1: Should the Commission approve the renewable energy tariff and amended standard offer contract filed by Duke Energy Florida, LLC?
Recommendation: Yes. The provisions of DEF's renewable energy tariff and amended standard offer contract meet the requirements of Rules 25-17.200 through 25-17.310, F.A.C. The amended standard offer contract offers multiple payment options so that a developer of renewable generation may select the payment stream best suited to its financial needs.
Issue 2: Should this docket be closed?
Recommendation: Yes. This docket should be closed upon issuance of a Consummating Order, unless a person whose substantial interests are affected by the Commission's decision files a protest within 21 days of the issuance of the Commission's Proposed Agency Action Order. Potential signatories should be aware that, if a timely protest is filed, DEF's standard offer contract may subsequently be revised.

ITEM NO.	CASE
5**PAA	**Docket No. 20260049-EQ** – Petition for approval of revisions to standard offer contract and rate schedule COG-2, by Tampa Electric Company.

Critical Date(s): None

Commissioners Assigned: All Commissioners
Prehearing Officer: Administrative

Staff: ENG: Willis, Ellis
GCL: Hixon, Marquez

Issue 1: Should the Commission approve the amended standard offer contract and associated rate schedule COG-2 filed by Tampa Electric Company?
Recommendation: Yes. The provisions of TECO's amended standard offer contract and associated rate schedule COG-2 meet the requirements of Rules 25-17.200 through 25-17.310, F.A.C. The amended standard offer contract offers multiple payment options so that a developer of renewable generation may select the payment stream best suited to its financial needs.
Issue 2: Should this docket be closed?
Recommendation: Yes. This docket should be closed upon issuance of a Consummating Order, unless a person whose substantial interests are affected by the Commission's decision files a protest within 21 days of the issuance of the Commission's Proposed Agency Action Order. Potential signatories should be aware that, if a timely protest is filed, TECO's standard offer contract may subsequently be revised.

ITEM NO.	CASE
6**PAA	**Docket No. 20260052-EQ** – Petition for approval of renewable energy tariff and standard offer contract, by Florida Power & Light Company.

Critical Date(s): None

Commissioners Assigned: All Commissioners
Prehearing Officer: Administrative

Staff: ENG: Willis, Ellis
GCL: Imig

Issue 1: Should the Commission approve the renewable energy tariff and amended standard offer contract filed by Florida Power & Light Company?
Recommendation: Yes. The provisions of FPL's renewable energy tariff and amended standard offer contract meet the requirements of Rules 25-17.200 through 25-17.310, F.A.C. The amended standard offer contract offers multiple payment options so that a developer of renewable generation may select the payment stream best suited to its financial needs.
Issue 2: Should this docket be closed?
Recommendation: Yes. This docket should be closed upon issuance of a consummating order, unless a person whose substantial interests are affected by the Commission's decision files a protest within 21 days of the issuance of the Commission's Proposed Agency Action Order. Potential signatories should be aware that, if a timely protest is filed, FPL's standard offer contract may subsequently be revised.

ITEM NO.	CASE

7**PAA **Docket No. 20240123-WU** – Application for grandfather certificate to operate water utility in Columbia County by Suwannee Valley Utilities, LLC.

Critical Date(s): None

Commissioners Assigned: All Commissioners
Prehearing Officer: Payne

Staff: ENG: Sanchez, Ellis, King, Ramos
AFD: Bardin, McClelland
ECO: Sibley
GCL: Dose

(Proposed Agency Action for Issues 3-5)
Issue 1: Should Suwannee Valley Utilities, LLC's application for a grandfather water certificate in Columbia County be acknowledged?
Recommendation: Yes. Suwannee Valley's application should be acknowledged and the Utility should be granted Certificate 696-W, effective May 16, 2024, to serve the territory described in Attachment A of staff's memorandum dated April 23, 2026. The resultant order should serve as Suwannee Valley's certificate and should be retained by the Utility.
Issue 2: What rates, charges, and deposits should be approved for Suwannee Valley Utilities, LLC?
Recommendation: Of the Utility's rates and charges that were in effect when the County transferred jurisdiction to the Commission, only the rates and charges shown on Schedule No. 1 of staff's memorandum dated April 23, 2026, are appropriate and should be approved. The rates and charges should be effective for services rendered or connections made on or after the stamped approval date on the tariff sheets. Suwannee Valley should be required to charge the approved rates and charges until authorized to change them by the Commission in a subsequent proceeding.
Issue 3: What are the appropriate miscellaneous service charges for Suwannee Valley Utilities, LLC?
Recommendation: The appropriate miscellaneous service charges shown on Table 3-4 of staff's memorandum dated April 23, 2026, should be approved. The Utility should be required to file a proposed customer notice to reflect the Commission-approved charges. The approved charges should be effective for service rendered or connections made on or after the stamped approval date on the tariff sheet pursuant to Rule 25-30.475(2), F.A.C. In addition, the tariff sheets should be approved upon staff's verification that the tariffs are consistent with the Commission's decision and that the proposed customer notice is adequate.

ITEM NO.	CASE

7**PAA **Docket No. 20240123-WU** – Application for grandfather certificate to operate water utility in Columbia County by Suwannee Valley Utilities, LLC.

(Continued from previous page)

Issue 4: What is the appropriate meter installation charge for Suwannee Valley Utilities, LLC?

Recommendation: The appropriate meter installation charge is $219 and should be approved. The Utility should file a tariff sheet and a proposed customer notice. The Utility should provide notice to potential customers who have requested service within 12 calendar months prior to the month the application was filed and up until this Order becomes final. The approved charge should be effective for connections made on or after the stamped approval date on the tariff sheet. The Utility should provide proof of the date notice was given within 10 days of the date of notice.

Issue 5: What are the appropriate initial customer deposits for Suwannee Valley Utilities, LLC?

Recommendation: The appropriate initial customer deposit amount should be $85 for the residential 5/8 inch x 3/4 inch meter sizes. The initial customer deposits for all other residential meter sizes and all general service meter sizes should be two times the average estimated bill. The approved initial customer deposits should be effective for services rendered or connections made on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475, F.A.C. The Utility should be required to collect the approved deposits until authorized to change them by the Commission in a subsequent proceeding.

Issue 6: Should this docket be closed?

Recommendation: If no person whose substantial interests are affected by the proposed agency action portion of this recommendation files a protest within 21 days of the issuance of this order, a consummating order should be issued. The docket should remain open for staff's verification that the revised tariff sheets have been filed by the Utility and approved by staff, and notice has been provided to customers. Once these actions are complete, this docket should be closed administratively if no timely protest has been filed.

ITEM NO. **CASE**

8**PAA **Docket No. 20250144-WU** – Application for transfer of majority organizational control of Wildwood Water Company, holder of Certificate No. 648-W in St. Johns County.

Critical Date(s): None

Commissioners Assigned: All Commissioners
Prehearing Officer: Clark

Staff: ENG: Davis, Ellis
AFD: Gatlin, Holloway
ECO: Rashawn
GCL: Dose

(Proposed Agency Action for Issue 3)
Issue 1: Should Wildwood Water Company be required to show cause why it should not be fined for an apparent violation of Section 367.071(1), F.S., and Rule 25-30.037(1)(a), F.A.C., for failing to obtain Commission approval prior to the transfer of majority organizational control, and failing to submit an application to the Commission for authority to transfer no later than 90 days after the transfer of majority organizational control?
Recommendation: No. Staff recommends that the Utility's apparent violation of Section 367.071(1), F.S., and Rule 25-30.037(1)(a), F.A.C., does not rise to the level which warrants the initiation of a show cause proceeding. However, Wildwood should be placed on notice that show cause proceedings may be initiated if further violations of Commission laws or rules regarding the transfer of certificates are identified.
Issue 2: Should the application for transfer of majority organizational control of Wildwood Water Company in St. Johns County be approved?
Recommendation: Yes. The transfer of majority organizational control from Gerald E. Mills and Diane N. Mills to G. Gregory Mills is in the public interest and should be approved effective the date of the Commission vote. The resultant order should serve as the water and wastewater certificates, with the territories described in Attachment A of staff's memorandum dated April 23, 2026, for the Utility. The Utility's existing rates and charges should remain in effect until a change is authorized by the Commission in a subsequent proceeding. For the Utility, the tariff pages reflecting the transfer should be effective on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475(1), F.A.C.

ITEM NO.	CASE
8**PAA	**Docket No. 20250144-WU** – Application for transfer of majority organizational control of Wildwood Water Company, holder of Certificate No. 648-W in St. Johns County.

(Continued from previous page)

Issue 3: What are the appropriate revisions to miscellaneous service charges for Wildwood Water Company?

Recommendation: The appropriate revisions to miscellaneous service charges for Wildwood Water Company should be the removal of initial connection and normal reconnection charges and update the definition of the premises visit charge to be consistent with Rule 25-30.460, F.A.C. The Utility should be required to file a proposed customer notice to reflect the Commission-approved charges. The approved charges should be effective on or after the stamped approval date on the tariff sheet pursuant to Rule 25-30.475(1), F.A.C. In addition, the approved charges should not be implemented until staff has approved the proposed customer notice and the notice has been received by customers. The Utility should provide proof of the date notice was given, no less than 10 days after the date of the notice. Wildwood should be required to charge the approved miscellaneous services charges until authorized to change them by the Commission in a subsequent proceeding.

Issue 4: Should this docket be closed?

Recommendation: If no person whose substantial interests are affected by the proposed agency action portion of this recommendation files a protest within 21 days of the issuance of this order, a consummating order should be issued.

ITEM NO.	CASE
9**PAA	**Docket No. 20260013-EU** – Joint petition for approval of territorial agreement in Hillsborough, Pasco, Pinellas, and Polk Counties, by Tampa Electric Company and Duke Energy Florida, LLC.

Critical Date(s): None

Commissioners Assigned: All Commissioners
Prehearing Officer: Payne

Staff: ECO: Prewett, Barrett, Clark
GCL: Thompson

Issue 1: Should the Commission approve the 2026 Territorial Agreement between DEF and TECO in Hillsborough, Pasco, Pinellas, and Polk Counties, dated January 7, 2026?
Recommendation: Yes, the Commission should approve the 2026 Territorial Agreement between DEF and TECO in Hillsborough, Pasco, Pinellas, and Polk Counties, as consistent with the Standards for Approval set forth in Rule 25-6.0440(2), F.A.C. The 2026 Territorial Agreement, if approved, amends the respective boundary lines between the Utilities, thereby eliminating extra-territorial connections. The agreement would also facilitate the joint petitioners' efforts to avoid uneconomic duplication of service facilities, wasteful expenditures, and hazardous conditions. Also, the terms of the agreement require the Utilities to seek Commission approval of any temporary service, including inadvertent service, expected to last more than one year. The Utilities are also encouraged to communicate with Commission staff in a timely fashion when inadvertent service is discovered.
Issue 2: Should this docket be closed?
Recommendation: If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the Order, this docket should be closed upon the issuance of a Consummating Order.

ITEM NO.	CASE
10	**Docket No. 20260046-EI** – Petition for approval of revised underground residential distribution tariffs, by Duke Energy Florida, LLC.

Critical Date(s): 05/31/26 (60-Day Suspension Date)

Commissioners Assigned: All Commissioners
Prehearing Officer: Administrative

Staff: ECO: Nguyen, Hampson
GCL: Brownless

(Tariff Suspension - Participation is at the discretion of the Commission)
Issue 1: Should DEF's proposed underground differential tariffs be suspended?
Recommendation: Yes. Staff recommends that the proposed tariffs be suspended to allow staff sufficient time to review the petition and gather all pertinent information in order to present the Commission with an informed recommendation on the tariff proposals.
Issue 2: Should this docket be closed?
Recommendation: This docket should remain open pending the Commission's decision on the proposed tariffs.

ITEM NO.	CASE
11	**Docket No. 20260050-EI** – Petition for approval of revised underground residential distribution tariff, by Tampa Electric Company.

Critical Date(s): 06/01/26 (60-Day Suspension Date)

Commissioners Assigned: All Commissioners
Prehearing Officer: Administrative

Staff: ECO: P. Kelley
GCL: Farooqi

(Tariff Suspension - Participation is at the discretion of the Commission)
Issue 1: Should TECO's proposed underground residential distribution tariffs be suspended?
Recommendation: Yes. The proposed tariffs should be suspended to allow staff sufficient time to review the petition and gather all pertinent information in order to present the Commission with an informed recommendation on the tariff proposals.
Issue 2: Should this docket be closed?
Recommendation: This docket should remain open pending the Commission's decision on the proposed tariffs.

ITEM NO.	CASE
12	**Docket No. 20260051-EI** – Petition for approval of revisions to underground residential differential, underground commercial differential, and contribution-in-aid-of-construction tariffs, by Florida Power & Light Company.

Critical Date(s): 06/01/26 (60-Day Suspension Date)

Commissioners Assigned: All Commissioners
Prehearing Officer: Administrative

Staff: ECO: Ward, Hampson
GCL: M. Thompson

(Tariff Suspension - Participation is at the discretion of the Commission)
Issue 1: Should FPL's proposed underground differential tariffs and CIAC tariffs be suspended?
Recommendation: Yes. The proposed tariffs should be suspended to allow staff sufficient time to review the petition and gather all pertinent information in order to present the Commission with an informed recommendation on the tariff proposals.
Issue 2: Should this docket be closed?
Recommendation: This docket should remain open pending the Commission's decision on the proposed tariffs.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0889 **DATE:** 6/16/2026

SUBJECT: PSC – Docket No. 202600 13-EU – Joint petition for approval of territorial agreement – Tampa Electric Company and Duke Energy Florida, LLC – Issued April 23, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0889 PSC – Docket No. 202600 13-EU – Joint petition for approval of territorial agreement – TECO and Duke Energy Florida, LLC – Issued April 23,

FILED 4/23/2026
DOCUMENT NO. 02342-2026
FPSC - COMMISSION CLERK

State of Florida

Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: April 23, 2026

TO: Office of Commission Clerk (Teitzman)

FROM: Division of Economics (Prewett, Barrett, Clark)
Office of the General Counsel (Thompson)

RE: Docket No. 20260013-EU – Joint petition for approval of territorial agreement in Hillsborough, Pasco, Pinellas, and Polk Counties, by Tampa Electric Company and Duke Energy Florida, LLC.

AGENDA: 05/05/26 – Regular Agenda – Proposed Agency Action – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Payne

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

Case Background

On January 7, 2026, Duke Energy Florida, LLC (DEF) and Tampa Electric Company (TECO) (collectively the joint petitioners or Utilities), filed a petition seeking Commission approval of a territorial agreement in Hillsborough, Pasco, Pinellas, and Polk Counties (2026 Territorial Agreement) with a twenty-year term.[1] The 2026 Territorial Agreement provides details on the boundary line changes and includes maps depicting the new territorial boundaries, written descriptions, and addresses of proposed customer transfers that are attached hereto as Attachment A.

[1] Document No. 00096-2026, filed January 7, 2026, in Docket No. 20260013-EU, *In re: Joint petition for approval of Territorial Agreement [in Hillsborough, Pasco, Pinellas, and Polk Counties]*.

Since 1991, DEF and TECO have been parties to an agreement for Hillsborough, Pasco, Pinellas, and Polk Counties, which expired in 2021 (1991 Agreement).[2] Since the expiration of that agreement, the joint petitioners have been working on the 2026 Territorial Agreement, which is intended to replace the expired agreement in the above-referenced counties.[3] Although the 1991 Agreement expired, the Utilities have continued to meet their obligations under that agreement while negotiations for the 2026 Territorial Agreement were underway.

The 2026 Territorial Agreement, in part, is intended by the joint petitioners to reflect sound engineering and operational decisions regarding proposed changes in the territorial boundary while also facilitating the orderly transfer of certain inadvertently served customers. Also certain boundary line changes are proposed to allow extra-territorial customers to remain with the electric utility to which they are currently connected.[4]

During the review process, staff issued two data requests to the joint petitioners, for which responses were received on February 17, 2026 and April 2, 2026. Staff also held an informal teleconference with the Utilities on March 13, 2026. The 2026 Territorial Agreement, if approved as filed, would establish revised territorial boundaries for a twenty year period in the affected counties and would eliminate current extra-territorial connections.

The Commission has jurisdiction over this matter pursuant to Section 366.04, Florida Statutes (F.S.).

[2] Order No. 24593, issued May 29, 1991, in Docket No. 910085-EU, *In re: Joint petition for approval of Territorial Agreement between Tampa Electric Company and Florida Power Corporation.*
[3] Document No. 01120-2026, joint petitioners' Response to Staff's First Data Request, No. 5.
[4] Document No. 01993-2026, joint petitioners' Response to Staff's Second Data Request, Nos. 4 and 5.

Discussion of Issues

Issue 1: Should the Commission approve the 2026 Territorial Agreement between DEF and TECO in Hillsborough, Pasco, Pinellas, and Polk Counties, dated January 7, 2026?

Recommendation: Yes, the Commission should approve the 2026 Territorial Agreement between DEF and TECO in Hillsborough, Pasco, Pinellas, and Polk Counties, as consistent with the Standards for Approval set forth in Rule 25-6.0440(2), F.A.C. The 2026 Territorial Agreement, if approved, amends the respective boundary lines between the Utilities, thereby eliminating extra-territorial connections. The agreement would also facilitate the joint petitioners' efforts to avoid uneconomic duplication of service facilities, wasteful expenditures, and hazardous conditions. Also, the terms of the agreement require the Utilities to seek Commission approval of any temporary service, including inadvertent service, expected to last more than one year. The Utilities are also encouraged to communicate with Commission staff in a timely fashion when inadvertent service is discovered. (Prewett)

Staff Analysis: Pursuant to Section 366.04(2)(d), F.S., and Rule 25-6.0440(2), (F.A.C.), the Commission has jurisdiction to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and investor-owned electric utilities. Unless the Commission determines that the agreement will cause a detriment to the public interest, the 2026 Territorial Agreement should be approved.[5]

Rule 25-6.0440(2), F.A.C., addresses the standards the Commission should consider for approving territorial agreements for electric utilities. The rule states:

> (2) Standards for Approval. In approving territorial agreements, the Commission may consider:
> (a) The reasonableness of the purchase price of any facilities being transferred;
> (b) The reasonable likelihood that the agreement, in and of itself, will not cause a decrease in the reliability of electrical service to the existing or future ratepayers of any utility party to the agreement;
> (c) The reasonable likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities; and
> (d) Any other factor the Commission finds relevant in reaching a determination that the territorial agreement is in the public interest.

Proposed 2026 Territorial Agreement

DEF and TECO executed the 2026 Territorial Agreement addressing common boundaries over a four-county area on January 7, 2026, to replace and supersede the existing territorial agreement from 1991. The joint petitioners assert that the 2026 Territorial Agreement will accomplish three main objectives:

(1) Reduce or eliminate dangerous and uneconomic conditions;

[5] *Utilities Commission of the City of New Smyrna Beach v. Florida Public Service Commission*, 469 So. 2d 731 (Fla. 1985).

(2) Transfer certain customers over a future 12 months to correct (reverse) inadvertent service connection errors that have taken place; and

(3) Make minor boundary changes to allow for sound engineering and operational decisions and to eliminate extra-territorial connections.

Collectively, these objectives are expected to aid the Utilities in eliminating circumstances that give rise to the uneconomic duplication of service facilities and hazardous conditions, such as overlapping wires and facilities that could endanger utility linemen and the public at large.[6]

The 2026 Territorial Agreement includes 72 maps depicting the new territorial boundaries, written descriptions of the territorial areas, and comprehensive terms and conditions the joint petitioners negotiated. Among the terms the joint petitioners agreed on were terms addressing the provision of new and temporary service, methods and obligations each utility will follow for correcting inadvertent service errors, and procedures for the transfer of customers and facilities. The 2026 Territorial Agreement also includes the joint petitioners' negotiated terms regarding the method of compensation for transferred facilities, and identifies the service addresses for the extra-territorial customers that are to be transferred. The joint petitioners' filing also includes a sample copy of the notification letters provided to customers that are subject to transfer.

Pursuant to Section 6.1, the 2026 Territorial Agreement, if approved, would remain in effect for 20 years from the date the Commission issues its order approving the agreement in its entirety and the order is no longer subject to judicial review. Upon the expiration of the initial 20-year term, the agreement would remain in effect in perpetuity unless either party provides written notice of termination at least 12 months prior to the termination of the agreement in accordance with Section 8.3.

Proposed Boundary Changes

The joint petitioners negotiated and are proposing boundary line changes, in part, as a corrective measure to address inadvertent service connections each party identified in their respective territories. While collaborating over the last several years, the joint petitioners discovered some of the inadvertent connections while analyzing the territorial service boundaries related to the instant pleading.[7]

Some proposed boundary line changes address approximately 340 extra-territorial customer connections (80 extra-territorial DEF customers in TECO's territory and 259 extra-territorial TECO customers in DEF's territory) that are not subject to transfer due to specific technical reasons or the uneconomic cost of switching utility facilities. Instead, the Utilities have agreed to modify their service territory boundaries to eliminate these extra-territorial connections.[8]

[6] Document No. 01120-2026, joint petitioners' Response to Staff's First Data Request, No. 6.
[7] Document No. 01120-2026, joint petitioners' Response to Staff's First Data Request, No. 5.
[8] Document No. 01993-2026, joint petitioners' Response to Staff's Second Data Request, Nos. 4 and 5.

The joint petitioners assert that the proposed boundary line changes are primarily needed to avoid duplication of services and wasteful expenditures, as well as to best protect the public health and safety from hazardous conditions.[9]

While negotiating the 2026 Territorial Agreement, both DEF and TECO exchanged geographic information systems (GIS) files to update their respective mapping resources. Should the agreement be approved, the joint petitioners claim having agreed-upon maps will allow for better planning of distribution and transmission capital investments.[10]

The joint petitioners assert that corrective measures and improved processes should significantly reduce inadvertent service connections going forward. Both Utilities state that modern digital mapping more clearly defines service territories, and that shared advanced GIS platforms provide greater precision for identifying boundaries and agreeing on proposed borders.[11] Both Utilities report expanded GIS team staffing. In addition, both Utilities perform verification reviews of boundary lines in the field upon service initiation, and DEF now also conducts off-cycle verification reviews roughly every five years.[12] Despite these improvements, the joint petitioners acknowledge connection errors may still occur. Section 2.5 of the proposed 2026 Territorial Agreement requires correction within 12 months of discovery.[13] In the interim, affected customers are treated as temporary service customers, and if temporary service is expected to exceed one year, the parties must jointly seek Commission approval.[14]

Proposed Customer Transfers, Notifications, and Bills

Exhibit B of the 2026 Territorial Agreement identifies the service addresses of the two active DEF customer accounts that are proposed to be transferred to TECO.[15] Both customers are neighboring parcels in a residential subdivision. The proposed customer transfers under the 2026 Territorial Agreement are a result of negotiations between the Utilities, with the intent of avoiding duplication of services and wasteful expenditures, as well as to best protect the public health and safety from potentially hazardous conditions.[16]

The Utilities have no plans to transfer facilities. The joint petitioners state that, upon Commission approval of the 2026 Territorial Agreement, customer transfers will be coordinated over a 12-month period.[17] The joint petitioners state that they will not conduct any customer transfers until the Commission approves the joint petition.

Rule 25-6.0440(2)(d), F.A.C., also gives the Commission the discretion to address any other relevant concerns that are case-specific. Based on the comparative bill information provided to customers by letter in November 2025, the average residential DEF bill for 1,000 kWh was

[9] Document No. 00096-2026, joint petition for approval of territorial agreement, paragraph 4.
[10] Document No. 01120-2026, joint petitioners' Response to Staff's First Data Request, No. 3.A. and No. 5.
[11] Document No. 01120-2026, joint petitioners' Response to Staff's First Data Request, No. 3.A. and Document No. 01993-2026, joint petitioners' Response to Staff's Second Data Request, No. 3.C.
[12] Document No. 01993-2026, joint petitioners' Response to Staff's Second Data Request, No. 3.C.
[13] 2026 Territorial Agreement, Article II – Retail Electric Service, Section 2.5.
[14] 2026 Territorial Agreement, Article II – Retail Electric Service, Section 2.3.
[15] 2026 Territorial Agreement, Exhibit B.
[16] Document No. 01120-2026, joint petitioners' Response to Staff's First Data Request, No. 6.
[17] 2026 Territorial Agreement, Article III – Transfer of Customers and Facilities, Section 3.1.

$179.29 and the average residential TECO bill for 1,000 kWh was $168.01, a difference of $11.28, or about 6 percent.

The joint petitioners assert they followed the guidelines of Rule 25-6.0440(1)(d), F.A.C., which required them to provide notification to the affected customers. This notification was provided in letters dated November 10, 2025.[18] Regarding feedback from those letters, the joint petitioners stated they have received no customer comments expressing dissatisfaction related to the proposed transfers. The joint petitioners also assert that prior to the actual transfer, the affected customers will receive a second notification of the transfer. The joint petitioners also state that no additional charges will be imposed on the customers who will be transferred, assuming Commission approval.

Staff Review

In its review, staff analyzed the 2026 Territorial Agreement for compliance with each component of Rule 25-6.0440(2), F.A.C. Staff notes that no purchase price, construction cost estimates, or detailed engineering drawings were presented to staff for review, as the joint petitioners stated that no facilities are intended to be purchased or transferred.[19]

Staff also evaluated the agreement according to Rule 25-6.0440(2)(b), F.A.C., which addresses electrical system reliability for existing or future customers. The joint petitioners contend that the reliability of service to existing or future DEF or TECO customers would not be decreased as a result of the proposed agreement.[20] Additionally, both Utilities confirmed that the 2026 Territorial Agreement would help them gain further operational efficiencies and customer service improvements in their respective retail service areas.

Under the 2026 Territorial Agreement, the joint petitioners have proposed to minimize existing or potential uneconomic duplication of facilities, as referenced in Rule 25-6.0440(2)(c), F.A.C., and have provided a brief justification to support each boundary line change.[21] The Utilities have also provided brief justifications to support aligning the boundary lines to eliminate all known extra-territorial customers instead of transferring them.[22] In accordance with Rule 25-6.0440(2)(c), F.A.C., staff believes the minimizing of potential uneconomic duplication of facilities represents a strong argument favoring approval of the 2026 Territorial Agreement.

Staff is concerned with the extent of extra-territorial customer connections reported by the Utilities (80 extra-territorial DEF customers in TECO's territory and 259 extra-territorial TECO customers in DEF's territory), with some extra-territorial customers being located a significant distance from the boundary line.[23] For example, the entirety of a Polk County walled subdivision served by TECO is located inside DEF's service area at a distance of approximately 0.4 miles from the nearest DEF/TECO territorial border. The 2026 Territorial Agreement, however,

[18] Document No. 01120-2026, joint petitioners' Response to Staff's First Data Request, No. 1.A.
[19] Document No. 01120-2026, joint petitioners' Response to Staff's First Data Request, No. 2.
[20] Document No. 01120-2026, joint petitioners' Response to Staff's First Data Request, No. 6.
[21] Document No. 01120-2026, joint petitioners' Response to Staff's First Data Request, No. 3.C.
[22] Document No. 01993-2026, joint petitioners' Response to Staff's Second Data Request, No. 3 and 5.
[23] Document No. 01120-2026, joint petitioners' Response to Staff's First Data Request, No. 3.B., Exhibit A, Attachment 10, Map Page 52.

addresses these concerns by setting forth the specific obligations both Utilities are bound to regarding service provisioning and adherence to the Commission-established boundary lines.[24]

While Article II of the 2026 Territorial Agreement includes specific terms for provisioning of new and temporary services, staff notes that Article II also addresses remedies the joint petitioners should follow for correcting temporary service and inadvertent service connections. Specifically, temporary service expected to last more than one year, including inadvertent service connections, must be jointly submitted to the Commission for approval by the Utilities (Sections 2.3 and 2.5). Staff believes the joint parties, aided with their respective boundary verification protocols for establishing/auditing service connections, should follow such protocols in order to assure compliance with this stated term of the 2026 Territorial Agreement. Doing so will assure that the Utilities are abiding by the Commission-established boundary lines to the greatest extent possible, and should also serve to limit the Utilities' need to seek Commission approval for inadvertent connections beyond a year.

Staff believes DEF and TECO satisfied the notification requirements of Rule 25-6.0440(1)(d), F.A.C., for customers affected by the proposed service and rate changes. At the time the November 10, 2025 notification letters were issued, the projected bill decrease for DEF customers to be transferred to TECO did not appear significant. However, Staff recognizes that future rate differences cannot be known with certainty and that actual rates at the time of transfer may differ from those presented in the notification letters.[25]

Conclusion

Staff believes the Commission should approve the 2026 Territorial Agreement between DEF and TECO in Hillsborough, Pasco, Pinellas, and Polk Counties, as consistent with the Standards for Approval set forth in Rule 25-6.0440(2), F.A.C. The 2026 Territorial Agreement, if approved, amends the respective boundary lines between the Utilities and authorizes customer transfers for two residential customers. Additionally, the terms of the agreement, if approved, would allow the joint petitioners to avoid uneconomic duplication of service facilities, wasteful expenditures, and hazardous conditions. Also, the terms of the agreement require the Utilities to seek Commission approval of any temporary service, including inadvertent service, expected to last more than one year. Staff believes the need for the Utilities to seek such approval should be limited as a result of recently deployed boundary line verification protocols for new service connections, increased boundary monitoring personnel, and improved mapping tools and technologies. The Utilities are also encouraged to communicate with Commission staff in a timely fashion when inadvertent service is discovered.

[24] 2026 Territorial Agreement, Article II – Retail Electric Service.

[25] Although staff is cognizant of the rate impact on the customers, the Commission has consistently adhered to the principle set forth in *Storey v. Mayo*, 217 So. 2d 304, 307-308 (Fla. 1968), and reaffirmed in *Lee County Electric Cooperative v. Marks*, 501 So. 2d 585 (Fla. 1987), that no person has a right to compel service from a particular utility simply because he believes it to be to his advantage.

Issue 2: Should this docket be closed?

Recommendation: If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the Order, this docket should be closed upon the issuance of a Consummating Order. (Thompson)

Staff Analysis: If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the Order, this docket should be closed upon the issuance of a Consummating Order.

ATTACHMENT 1

TERRITORIAL AGREEMENT

TAMPA ELECTRIC COMPANY

AND

DUKE ENERGY FLORIDA, LLC

HILLSBOROUGH, PASCO,

PINELLAS AND POLK COUNTIES

TERRITORIAL AGREEMENT

Section 0.1: This Territorial Agreement ("Agreement"), made and entered into this __6__ day of ____January_____ , 2026, by and between Duke Energy Florida, LLC d/b/a Duke Energy ("DEF") and Tampa Electric Company ("Tampa Electric"), each of which are corporations organized and existing under the laws of the State of Florida and electric utilities as defined in, and whose retail service territories are subject to regulation pursuant to, Chapter 366, Florida Statutes, and which corporations are herein collectively, the "Parties" and individually, a "Party," enter into this Agreement;

WITNESSETH:

Section 0.2: WHEREAS, each of the Parties is authorized, empowered and obligated by its corporate charters and the laws of the State of Florida to furnish retail electric service to Persons desiring to use such service within their respective areas of service; and

Section 0.3: WHEREAS, each of the Parties is authorized by Chapter 366, Florida Statutes, to furnish retail electric service to customers in areas of Hillsborough, Pasco, Pinellas, and Polk counties, Florida; and

Section 0.4: WHEREAS, the Parties previously entered into a Territorial Agreement delineating their respective service territories in Hillsborough, Pasco, Pinellas, and Polk counties which was approved by the Florida Public Service Commission (the "Commission") in Docket No. 910085-EI, issued May 29, 1991 in Order 24593, (the "Expired Agreement"). The Expired Agreement had a fifteen (15) year term through May 29, 2006, with an automatic renewal period of fifteen (15) years; and

Section 0.5: WHEREAS, the Parties desire to enter into a new Agreement to better serve their interests and the interests of their customers in realizing the planning, operational, and

customer service benefits provided to their respective electric systems by a properly constructed, approved, and supervised territorial agreement; and

Section 0.6: WHEREAS, the respective retail service areas of the Parties are contiguous, with the result that, absent the establishment of a territorial agreement defining the Party's respective service territories, duplication of service facilities would be likely to occur which may result in needless and wasteful expenditures and may create hazardous situations, both detrimental to the public interest; and

Section 0.7: WHEREAS, the Commission is empowered by the Florida legislature, pursuant to Section 366.04(2)(d), Florida Statutes, to approve and enforce territorial agreements between utilities, and the Commission, as a matter of long-standing regulatory policy, has encouraged retail territorial agreements between electric utilities subject to its jurisdiction based on its findings that such agreements, when properly established and administered by the Parties and actively supervised by the Commission, serve the public interest.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1: Territorial Boundary Line(s). As used herein, the term "Territorial Boundary Line(s)" shall mean the boundary lines which circumscribe the geographic areas as depicted on the maps attached hereto as Exhibit A which delineate and differentiate the Parties' respective Territorial Areas in Hillsborough, Pasco, Pinellas, and Polk counties, Florida. The

portions of the counties which are not subject to this agreement are marked on the maps as "Not Part of this Agreement." Additionally, as required pursuant to Rule 25-6.0440(1)(a), Florida Administrative Code, a written description of the territorial areas served is attached as Exhibit C. If there are any discrepancies between Exhibit A and Exhibit C, then the territorial boundary maps in Exhibit A shall prevail.

Section 1.2: Tampa Electric Territorial Area. As used herein, the term "Tampa Electric Territorial Area" shall mean the geographic areas in Hillsborough, Pasco, Pinellas, and Polk counties, Florida, allocated to Tampa Electric as its retail service territory and labeled as "Tampa Electric Company" on the maps contained in Exhibit A.

Section 1.3: DEF Territorial Area. As used herein, the term "DEF Territorial Area" shall mean the geographic area in Hillsborough, Pasco, Pinellas, and Polk counties, Florida, allocated to DEF as its retail service territory and labeled as "Duke Energy Florida" on the maps contained in Exhibit A.

Section 1.4: Point of Use. As used herein, the term "Point of Use" shall mean the location within the Territorial Area of a Party where a customer's end-use facilities consume electricity, wherein such Party shall be entitled to provide retail electric service under this Agreement, irrespective of where the customer's point of delivery or metering is located.

Section 1.5: Person. As used herein, the term "Person" shall have the same inclusive meaning given to it in Section 1.01(3), Florida Statutes.

Section 1.6: New Customer. As used herein, the term "New Customer" shall mean a Person applying for retail electric service to either Party after the Effective Date of this Agreement at a Point of Use in the Territorial Area of either Party.

Section 1.7: Existing Customer. As used herein, the term "Existing Customer" shall mean

any Person receiving retail electric service from either Party as of the Effective Date of this Agreement.

Section 1.8: Extra-Territorial Customers. As used herein, the term "Extra-Territorial Customers" shall mean those customers served by either Party on the Effective Date of the Agreement who are located within the Territorial Area of the other Party established by such Agreement.

Section 1.9: Temporary Service Customers. As used herein, the term "Temporary Service Customers" shall mean customers who are being served under the temporary service provisions provided in Section 2.3 of this Agreement.

Section 1.10: Commission. As used herein, the term "Commission" shall mean the Florida Public Service Commission.

Section 1.11: Effective Date. As used herein, the term "Effective Date" shall mean the date on which the final Order of the Commission granting approval of this Agreement in its entirety is no longer subject to judicial review.

ARTICLE II

RETAIL ELECTRIC SERVICE

Section 2.1: Territorial Allocations. Except as otherwise specifically provided herein, during the terms of this Agreement, Tampa Electric shall have the exclusive authority to furnish retail electric service within the Tampa Electric Territorial Area, and DEF shall have the exclusive authority to furnish retail electric service in the DEF Territorial Area. The Territorial Boundary Line shall not be altered or affected by any change that may occur in the corporate limits of any municipality or county through annexation or otherwise unless such change is agreed to in writing by the Parties and approved by the Commission.

Section 2.2: Service to New Customers. DEF and Tampa Electric agree that neither Party will attempt to serve or knowingly serve any New Customer located in the territorial area of the other Party, except as specifically provided in Section 2.3 below.

Section 2.3: Temporary Service. The Parties recognize that in exceptional circumstances, economic constraints or good engineering practices may indicate that a New Customer's Point of Use either cannot or should not be immediately served by the Party in whose Territorial Area such Point of Use is located. In such instances, upon written request by the Party in whose Territorial Area the New Customer's Point of Use is located, the other Party may, in its sole discretion, agree in writing to temporarily provide service to such New Customer. Prior to the commencement of temporary service, the Party providing such service shall inform the New Customer of the temporary nature of its service and that the other Party will ultimately serve the New Customer. Such temporary service shall be discontinued upon written notice from the requesting Party of its intent and ability to provide service, and the Parties shall coordinate to minimize any inconvenience to the customer. In conjunction with such discontinuance, the Party providing temporary service hereunder shall be compensated by the requesting Party in accordance with Section 3.4 for its distribution facilities used exclusively to provide such service, which the requesting Party may elect to acquire. The requesting Party shall not be entitled to compensation for any loss of revenues for the period during which such temporary service is provided. Any temporary service expected to last for more than one year shall be jointly submitted by the Parties to the Commission for approval.

Section 2.4: Referral of Service Request. In the event that a prospective New Customer requests or applies for service from either Party to be provided to a Point of Use located in the Territorial Area of the other Party, the Party receiving the request or application shall advise the

prospective New Customer that such service is not permitted under this Agreement and shall refer the prospective New Customer to the other Party. Further, in those instances where the Territorial Boundary Line traverses the property of an individual New Customer or prospective New Customer, the Parties will determine the location of the New Customer's Point of Use, and the Party in whose service area the Point of Use is located will provide service to the New Customer.

Section 2.5: Correction of Inadvertent Service Errors. If any situation is discovered during the term of this Agreement in which either Party is inadvertently providing retail electric service to a customer's Point of Use located within the Territorial Area of the other Party, service to such customer by the other Party will be established at the earliest practical time, but in any event within twelve (12) months of the date the inadvertent service error was discovered. Until service by the other Party can be reasonably established, the inadvertent service will be deemed to be temporary service provided and governed in accordance with Section 2.3 above.

ARTICLE III

TRANSFER OF CUSTOMERS AND FACILITIES

Section 3.1: In General. It is the intent of the Parties that all customers of either Party shall be served by the Party in whose Territorial Area they are located at the earliest practicable time. Accordingly, the Parties intend to complete all transfers of the Extra-Territorial Customers within twelve (12) months of the Effective Date of the Agreement and will notify the Commission in writing if circumstances require additional time.

In accordance with Rule 25-6.0440(1)(d), Florida Administrative Code, the Parties sent the affected customers written notification of this Agreement and the transfer provisions described above. Sample copies of the letters providing such notification are attached as Exhibit D.

In the event that circumstances arise during the term of this Agreement in which the Parties agree that, based on sound economic considerations or good engineering practices, an area located in the Territorial Area of one Party would be better served if reallocated to the service territory of the other Party, the Parties shall jointly petition the Commission for approval of a modification of the Territorial Boundary line that places the area in question (the "Reallocated Area") within the Territorial Area of the other Party and transfer of the customers located in the Reallocated Area to the other Party.

Section 3.2: Transfer of Extra-Territorial Customers. The Extra-Territorial Customers currently served by DEF and subject to transfer to Tampa Electric pursuant to this Agreement are listed by the service address and/or other identifying factor in Exhibit B, attached hereto.

Section 3.3: Transfer of Related Service Facilities. In conjunction with the transfer of the Extra-Territorial Customers pursuant to Sections 3.1 and 3.2 above, the receiving Party may elect to purchase the electric distribution facilities of the transferring Party used exclusively for providing electric service to the transferred customers for an amount to be determined in accordance with Section 3.4 below.

Section 3.4: Compensation for Transferred Facilities. The receiving Party shall compensate the transferring Party for the electric distribution facilities used exclusively for providing electric service to the transferred customers in an amount based upon the replacement cost (new), less depreciation calculated on a straight-line basis over the life of the asset (facility) as determined from the transferring Party's books and records. The replacement cost shall be determined by applying a cost calculator such as the Handy Whitman index or a common engineering cost estimation methodology to the original cost, as long as both Parties apply the same estimation method.

Section 3.5: Transfer Closings. The Parties shall mutually agree on a closing date for each transfer allowing sufficient time for the Parties to identify the customers and facilities to be transferred; to determine the compensation for transferred customers and facilities; and to prepare the appropriate closing statements, assignments, and other instruments to transfer and convey the transferring Party's interest in the electric distribution facilities to the receiving Party pursuant to Section 3.3 above. At the closing, the receiving Party shall pay the transferring Party the compensation due, and the transferring Party shall execute and deliver to the receiving Party the assignments and other instruments referred to above.

ARTICLE IV

OPERATION AND MAINTENANCE

Section 4.1: Facilities to Remain. Other than as expressly provided for herein, any generating plant, transmission line, substation, distribution line, or related equipment now or herein constructed after or used by either Party in conjunction with its electric utility system, which is directly or indirectly used and useful in service to its customers by either of the Parties in its Territorial Area, shall be allowed to remain where situated and shall not be subject to removal or transfer to the other Party hereunder; provided, however, that each Party shall operate and maintain all such plants, lines, substations or facilities in such a manner as to minimize any interference with the operations of the other Party.

ARTICLE V

Section 5.1: Commission Approval. The provisions and the Parties' performance of this Agreement are subject to the regulatory authority of the Commission, and appropriate approval by the Commission of the provisions of this Agreement shall be an absolute condition precedent to the validity, enforceability, and applicability hereof. This Agreement shall have no effect whatsoever until Commission approval has been obtained, and the "Effective Date" of this Agreement will be the date on which the final Order of the Commission granting approval of this Agreement in its entirety is no longer subject to judicial review. Any proposed modification to this Agreement, shall be jointly submitted to the Commission for consideration and approval prior to becoming effective. In addition, the Parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this Agreement or the Parties performance hereunder.

Section 5.2: Liability in the Event of Disapproval. In the event approval of this Agreement pursuant to Section 5.1, hereof is not obtained, neither Party will have any cause of action against the other arising under this Agreement.

Section 5.3: Supersedes Prior Agreements. Upon the Effective Date, this Agreement shall be deemed to specifically supersede any and all prior agreements between the Parties regarding their respective retail service areas in Hillsborough, Pasco, Pinellas and Polk counties, Florida.

ARTICLE VI

DURATION

Section 6.1: Term. This Agreement shall continue and remain in effect for a period of twenty (20) years from the Effective Date. After expiration of the twenty (20) year term provided herein, this Agreement shall remain in effect thereinafter unless either Party provides written notice of Termination at least (twelve) 12 months prior to the termination of the agreement as contemplated by Section 8.3.

ARTICLE VII

CONSTRUCTION OF AGREEMENT

Section 7.1: Other Electric Utilities. Nothing in this Agreement shall restrict or affect in any manner the right of either Party to establish its retail service area with respect to any other electric utility. The Parties understand that Tampa Electric or DEF may, from time to time and subject to Commission approval, enter into territorial agreements with other electric utilities that have adjacent or overlapping service areas and that, in such event, nothing herein shall be construed to prevent Tampa Electric or DEF from designating any portion of its Territorial Area under this Agreement as the service area of such other electric utility.

Section 7.2: Bulk Power for Resale. Nothing herein shall be construed to prevent either Party from providing a bulk power supply for resale purposes, as defined in the Final Judgement dated August 19, 1971, in *United States of America v. Florida Power Corporation and Tampa Electric Company,* Case No. 68-297-Civ-T, regardless of where the purchaser for resale may be located. Further, no other section or provision of this Agreement shall be construed as applying to a bulk power supply for resale purposes.

Section 7.3: Intent and Interpretation. It is hereby declared to be the purpose and intent of the Parties that this Agreement shall be interpreted and construed, among other things, to further this State's policy of actively regulating and supervising the service territories of electric utilities; supervising the planning, development, and maintenance of a coordinated electric power grid throughout Florida; avoiding uneconomic duplication of generation, transmission, and distribution facilities; and encouraging the installation and maintenance of facilities necessary to fulfill the Parties' respective obligations to serve.

ARTICLE VIII

MISCELLANEOUS

Section 8.1: Negotiations. Regardless of any other terms or conditions that may have been discussed during the negotiations leading up to the execution of this Agreement, the only terms and conditions agreed upon by the Parties are those set forth herein, and no alteration, modification, enlargement, or supplement to this Agreement shall be binding upon either of the Parties hereto unless the same shall be in writing, attached hereto, signed by both of the Parties and approved by the Commission in accordance with Section 5.1 hereof.

Section 8.2: Successors and Assigns. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed, to confer upon or give to any Person other than the Parties hereto or their respective successors or assigns, any right, remedy, or claim under or by reason of this Agreement, or any provision or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of the Parties and their respective successors, and assigns.

Section 8.3: Notices. Notices and other written communications contemplated by this Agreement shall be deemed to have been given if sent by certified mail, postage prepaid, by prepaid private courier, or by confirmed facsimile transmittal, as follows:

TAMPA ELECTRIC COMPANY

Penelope Rusk
Vice President Regulatory Affairs
Tampa Electric Company
P.O. Box 111
Tampa, Florida 33607

DUKE ENERGY FLORIDA

Melissa Seixas
State President
Duke Energy Florida, LLC
P.O. Box 14042
St. Petersburg, Florida 33733

Either Party may change its designated representative or address to which such notices or communications shall be sent by giving written notice thereof to the other Party in the manner herein provided.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective corporate names and their corporate seals affixed by their duly authorized officers on the day and year first above written.

TAMPA ELECTRIC COMPANY, INC.

By: _____

Archie Collins
President and Chief Executive Officer

DUKE ENERGY FLORIDA, LLC

ATTEST:

By: _____

Melissa Seixas
Duke Energy Florida State President

_____

Stephanie A. Cuello
Senior Counsel
Attorney for Duke Energy Florida, LLC

EXHIBIT A

MAPS DEPICTING THE TERRITORIAL

BOUNDARY LINES AND SERVICE

TERRITORIES OF

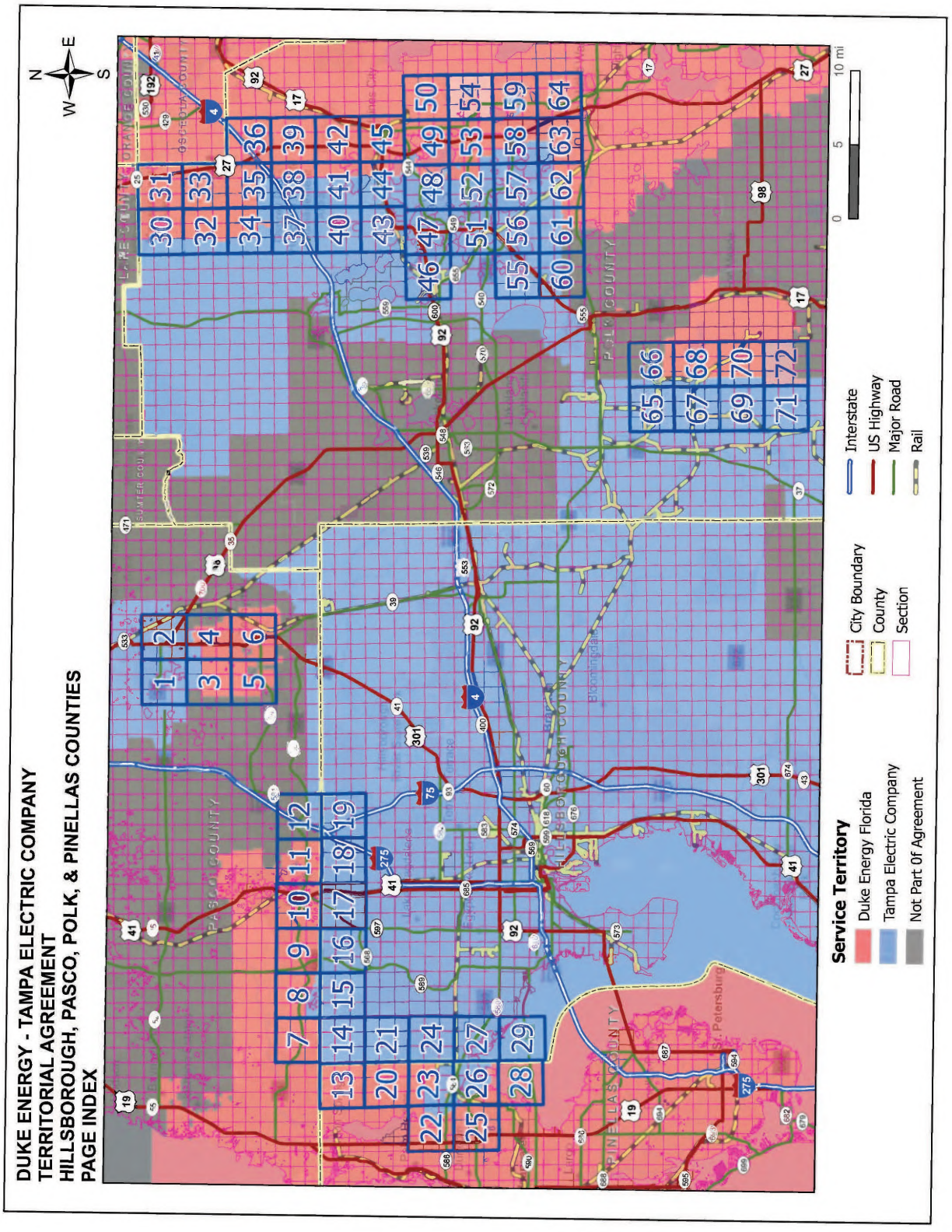
TAMPA ELECTRIC COMPANY

AND

DUKE ENERGY FLORIDA, LLC

IN

HILLSBOROUGH, PINELLAS, PASCO & POLK COUNTIES, FLORIDA


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
HILLSBOROUGH, PASCO, POLK, & PINELLAS COUNTIES
PAGE INDEX
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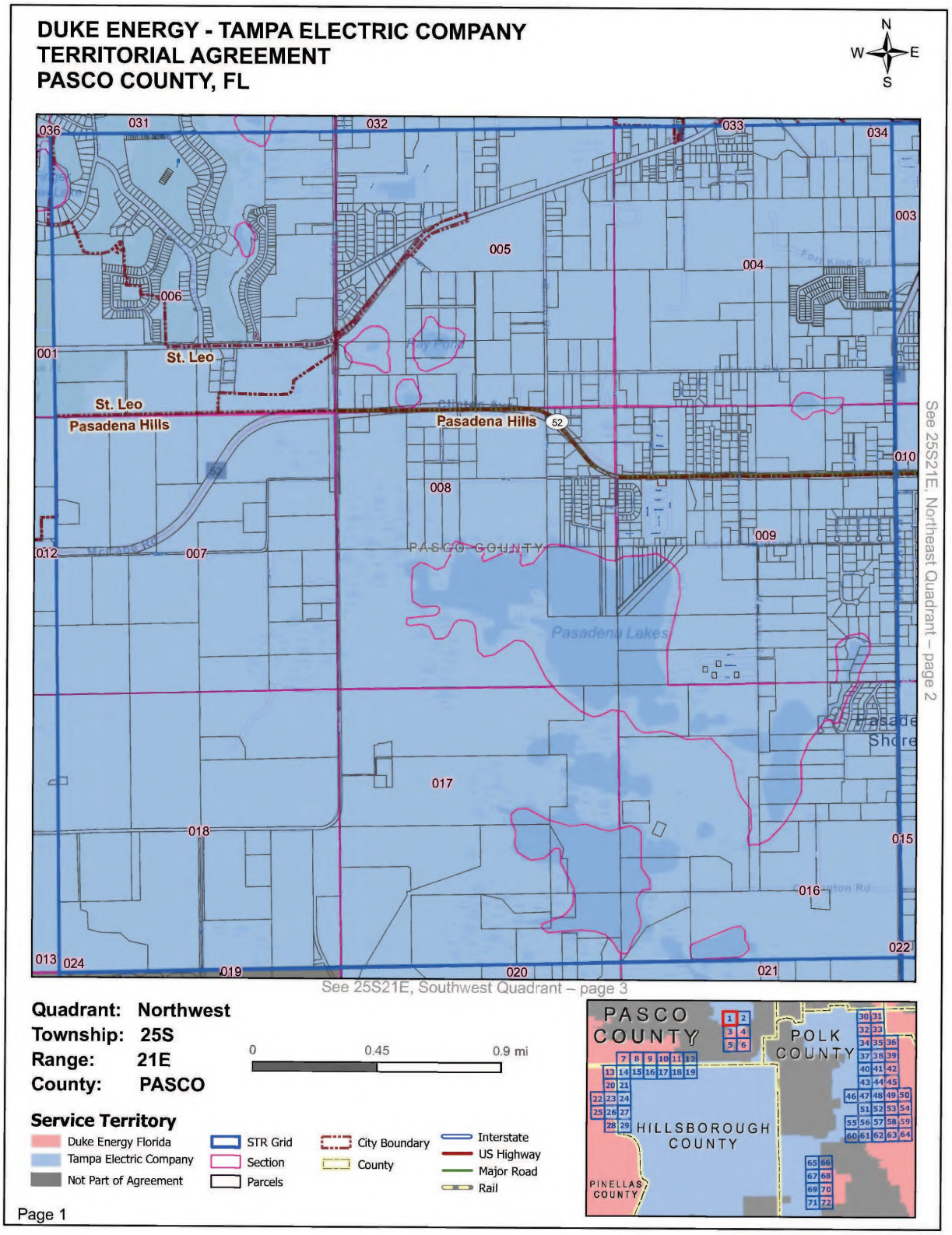
DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
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St. Leo
Pasadena Hills
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PASCO COUNTY
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See 25S21E, Northeast Quadrant – page 2
See 25S21E, Southwest Quadrant – page 3
Quadrant: Northwest
Township: 25S
Range: 21E
County: PASCO
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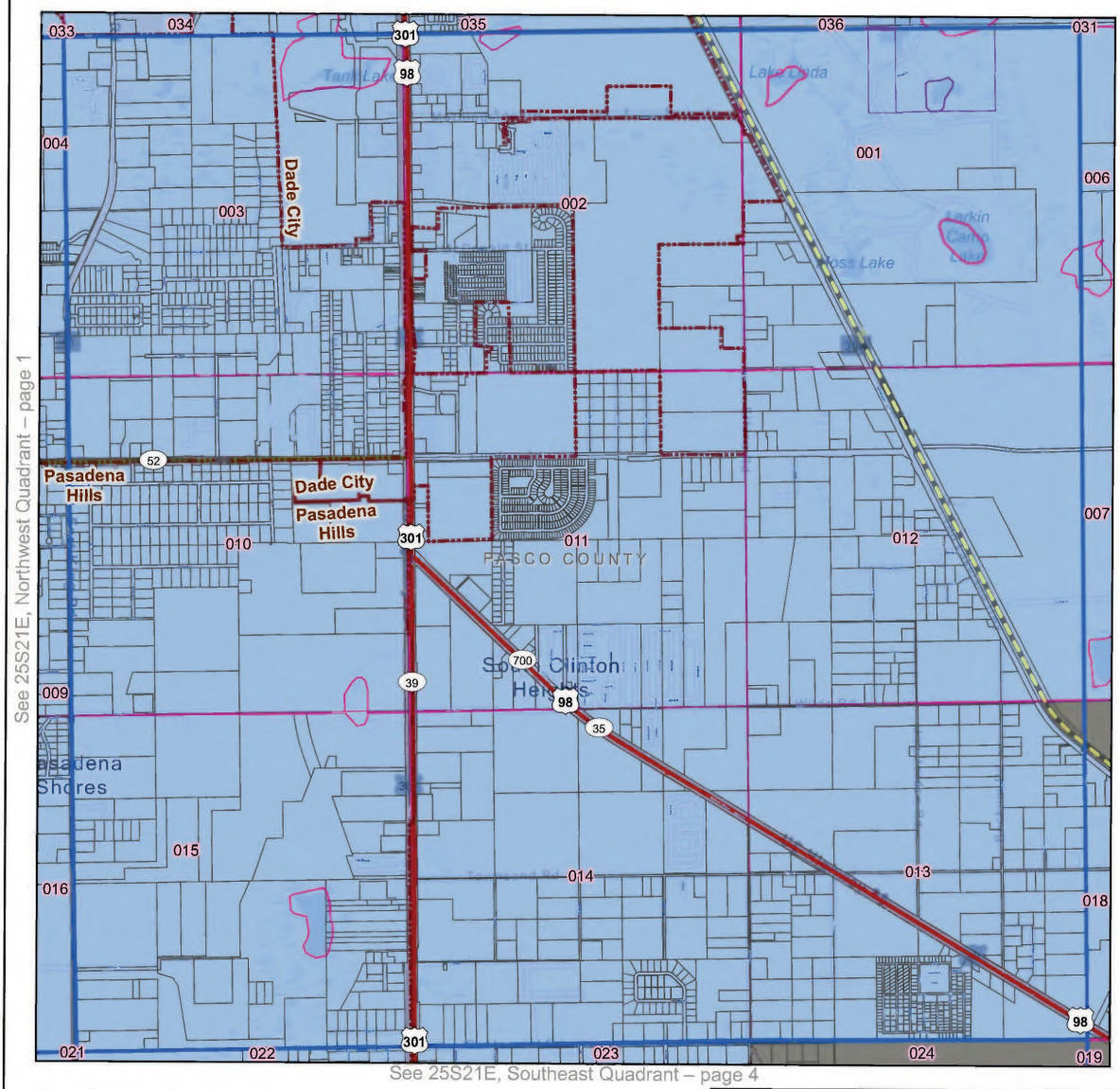
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 1

DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PASCO COUNTY, FL

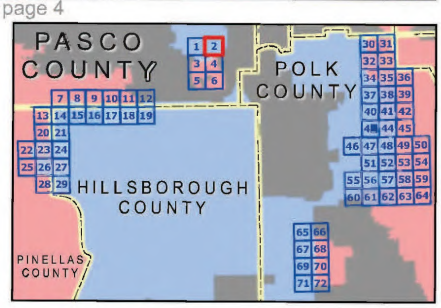


Quadrant: Northeast
Township: 25S
Range: 21E
County: PASCO

0 0.45 0.9 mi

Service Territory

- Duke Energy Florida
- Tampa Electric Company
- Not Part of Agreement
- STR Grid
- Section
- Parcels
- City Boundary
- County
- Interstate
- US Highway
- Major Road
- Rail



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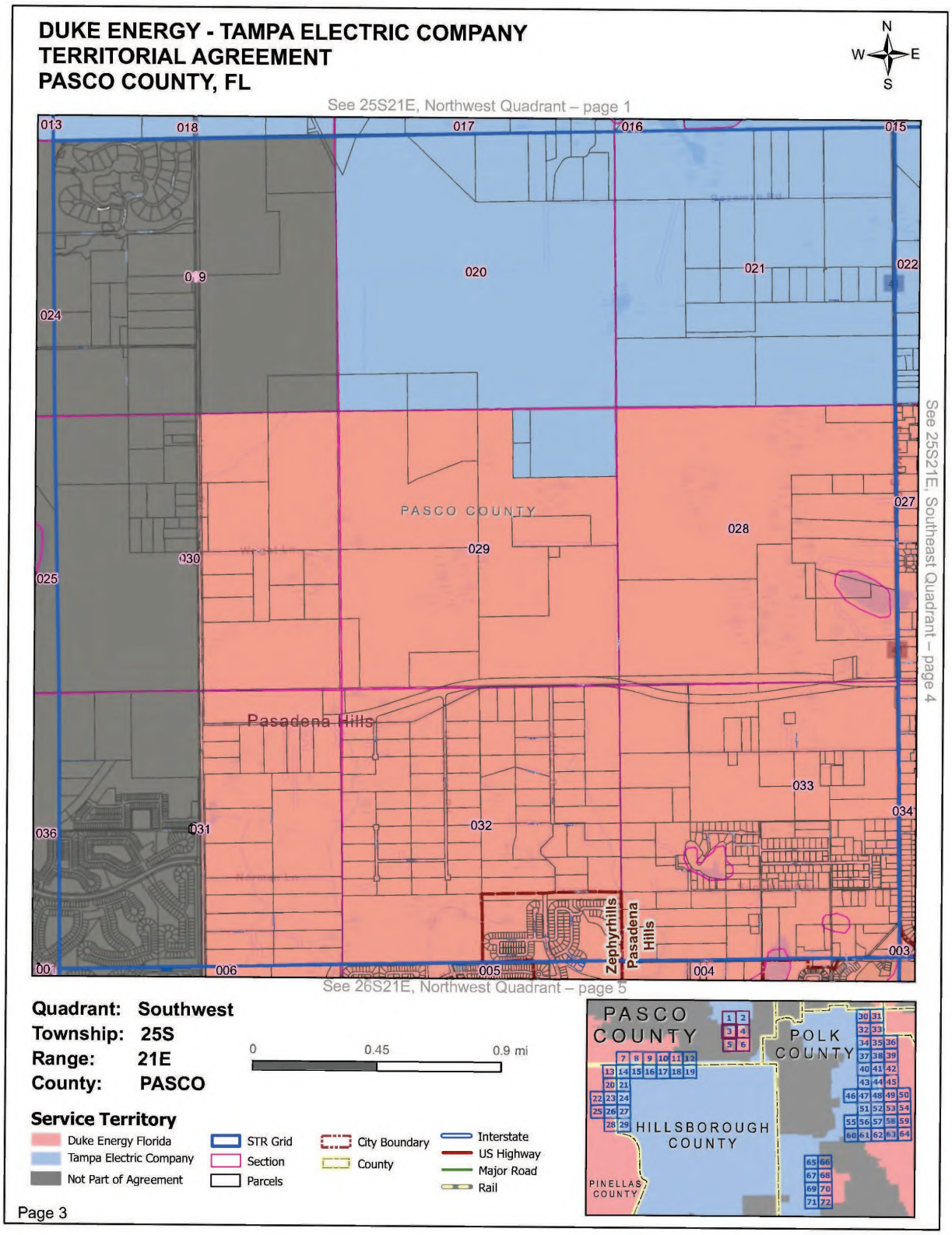
DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PASCO COUNTY, FL
N
W
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S
See 25S21E, Northwest Quadrant – page 1
See 25S21E, Southeast Quadrant – page 4
See 26S21E, Northwest Quadrant – page 5
PASCO COUNTY
Pasadena Hills
Zephyrhills
Pasadena Hills
013
018
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016
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020
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Quadrant: Southwest
Township: 25S
Range: 21E
County: PASCO
0
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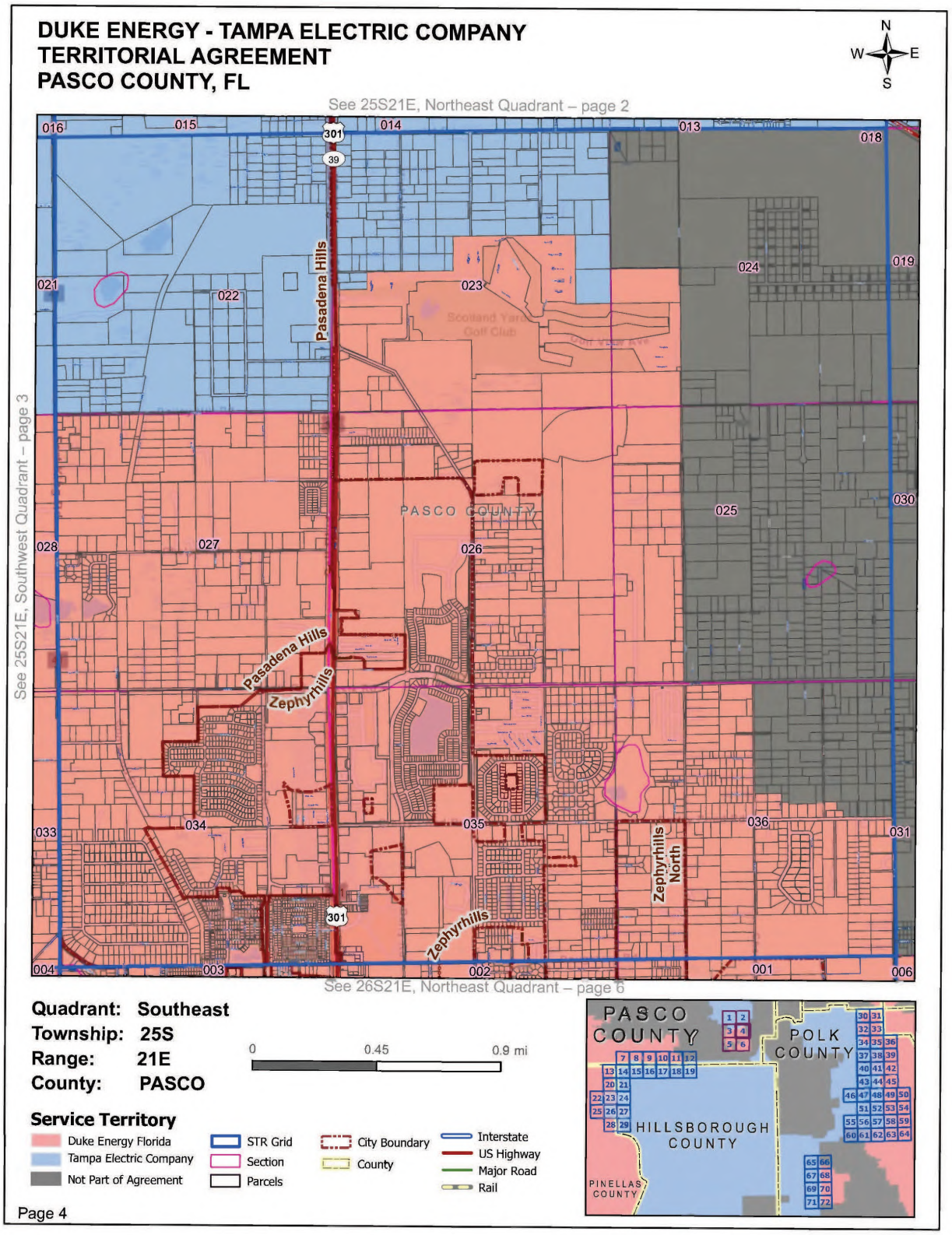
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY

Page 3


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PASCO COUNTY, FL
N
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See 25S21E, Northeast Quadrant – page 2
See 25S21E, Southwest Quadrant – page 3
See 26S21E, Northeast Quadrant – page 6
PASCO COUNTY
Pasadena Hills
Zephyrhills
Zephyrhills North
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Quadrant: Southeast
Township: 25S
Range: 21E
County: PASCO
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Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
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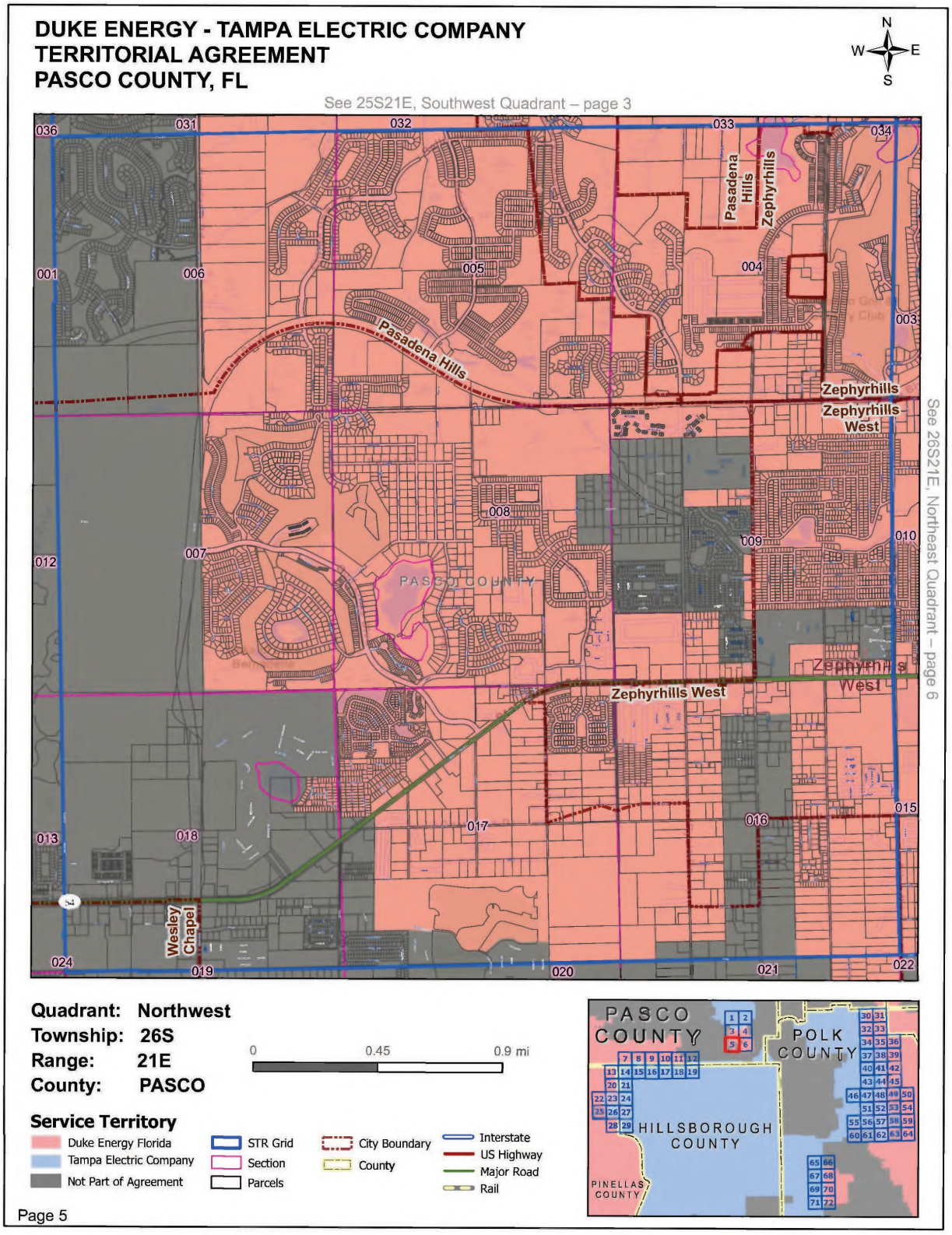
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 4


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PASCO COUNTY, FL
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See 25S21E, Southwest Quadrant – page 3
See 26S21E, Northeast Quadrant – page 6
Pasadena Hills
Zephyrhills
Zephyrhills West
Wesley Chapel
PASCO COUNTY
Quadrant: Northwest
Township: 26S
Range: 21E
County: PASCO
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Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
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County
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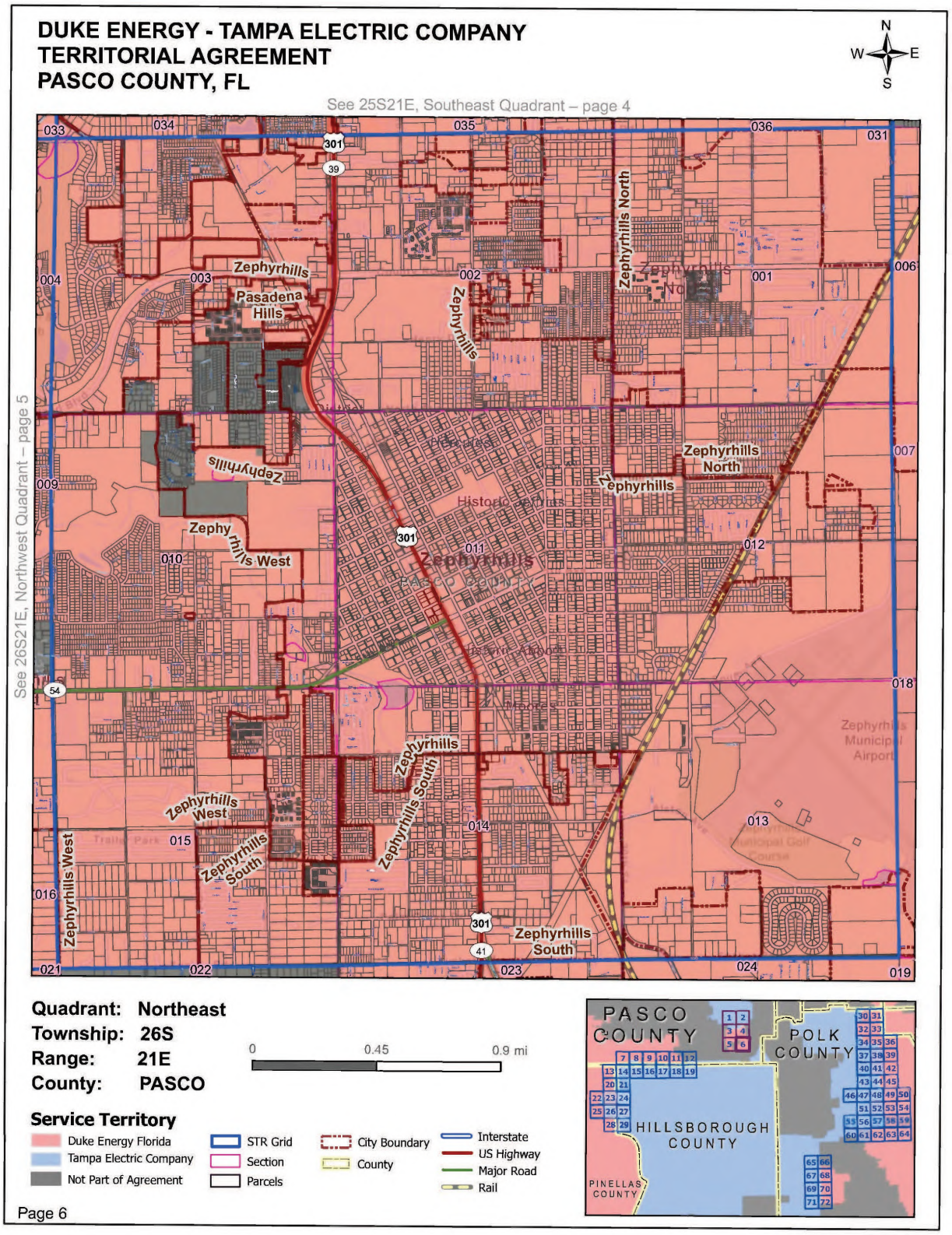
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 5


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PASCO COUNTY, FL
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See 25S21E, Southeast Quadrant – page 4
See 26S21E, Northwest Quadrant – page 5
Zephyrhills
Pasadena Hills
Zephyrhills North
Zephyrhills West
Zephyrhills South
Historic Jeffries
Zephyrhills Municipal Airport
Zephyrhills Municipal Golf Course
Trailer Park
Quadrant: Northeast
Township: 26S
Range: 21E
County: PASCO
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Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
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City Boundary
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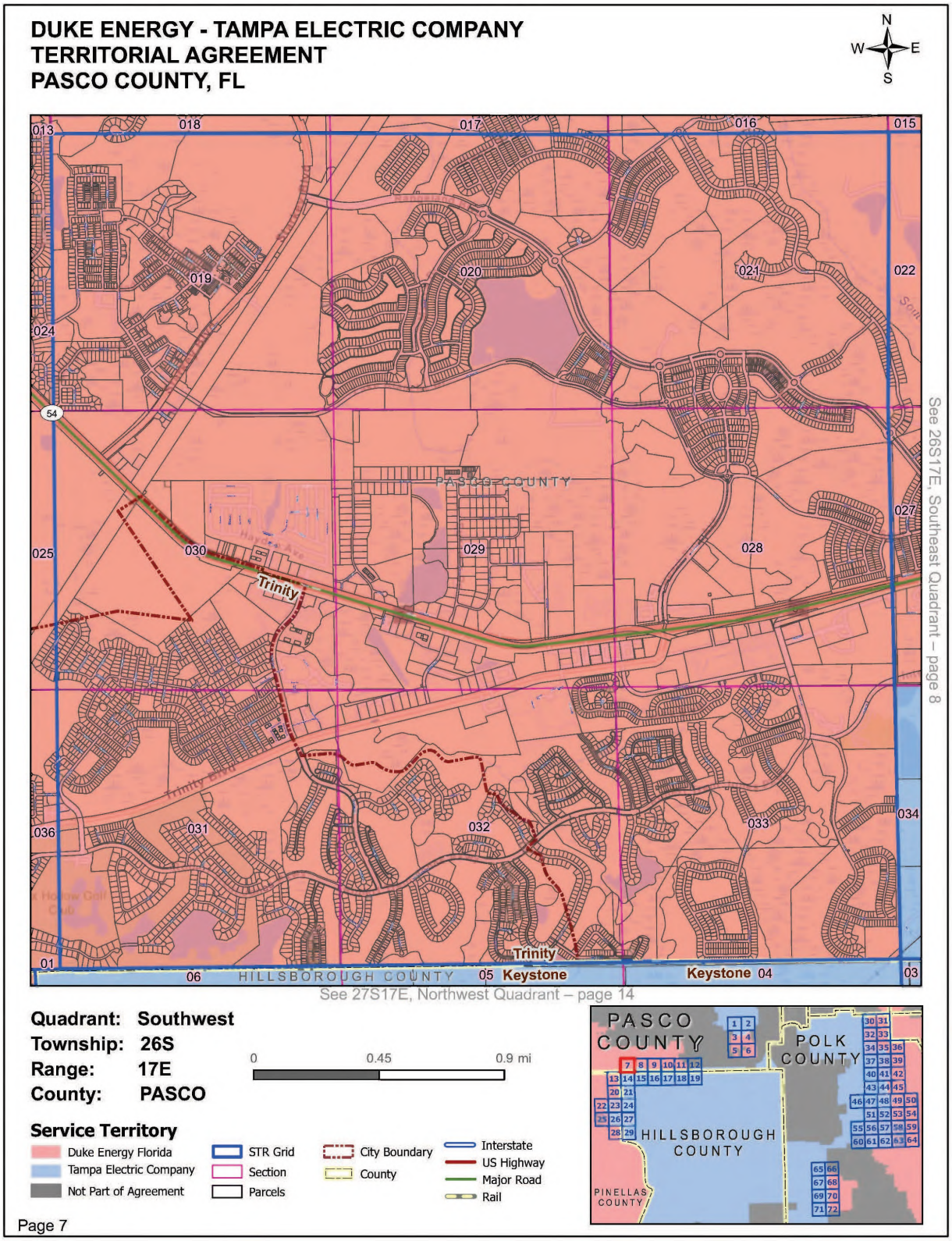
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 6


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PASCO COUNTY, FL
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Keystone
Keystone 04
03
Trinity
HILLSBOROUGH COUNTY
See 26S17E, Southeast Quadrant – page 8
See 27S17E, Northwest Quadrant – page 14
Quadrant: Southwest
Township: 26S
Range: 17E
County: PASCO
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Service Territory
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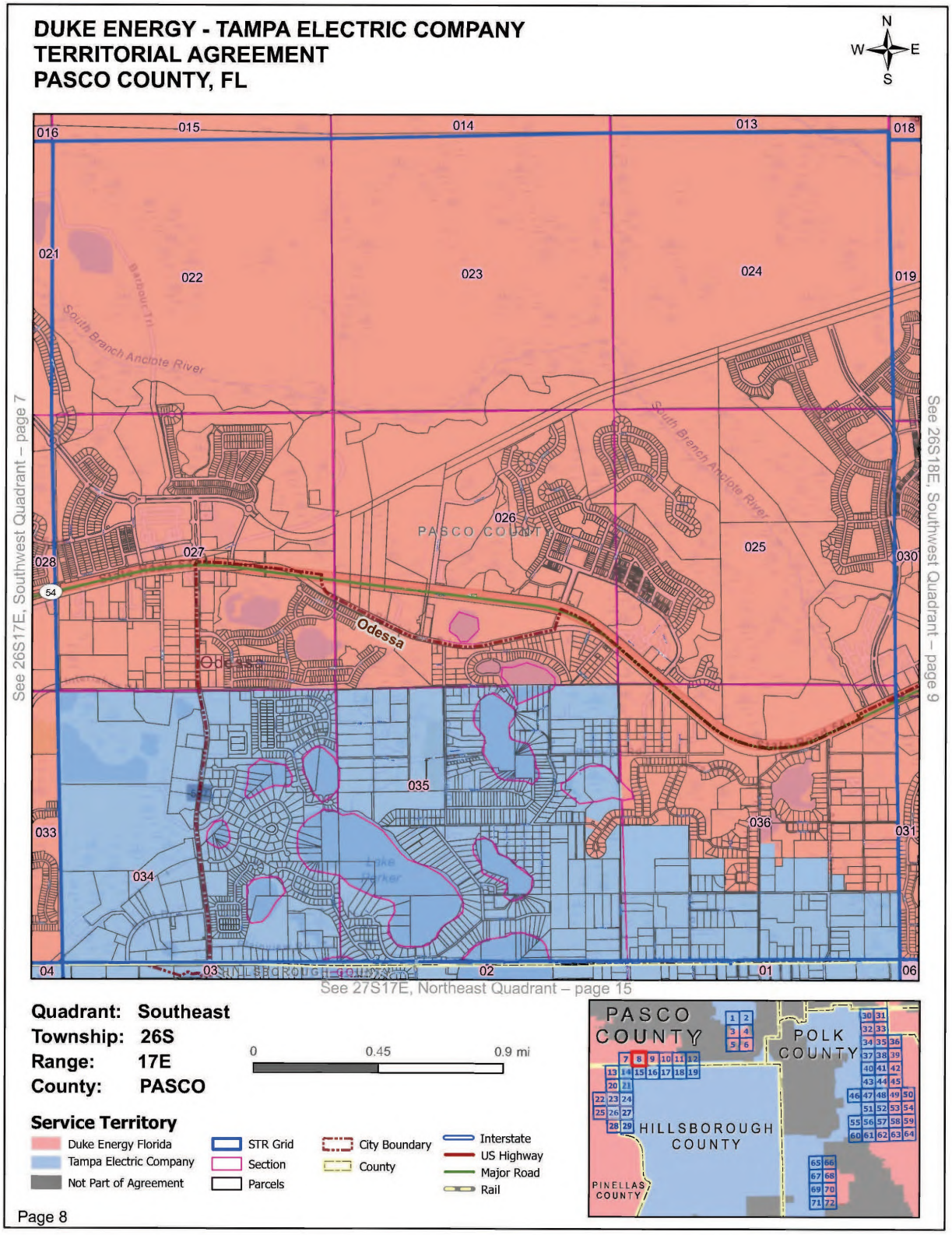
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY

Page 7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TERRITORIAL AGREEMENT
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Odessa
PASCO COUNTY
HILLSBOROUGH COUNTY
South Branch Anclote River
Barbour Trl
See 26S17E, Southwest Quadrant – page 7
See 26S18E, Southwest Quadrant – page 9
See 27S17E, Northeast Quadrant – page 15
Quadrant: Southeast
Township: 26S
Range: 17E
County: PASCO
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Service Territory
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Tampa Electric Company
Not Part of Agreement
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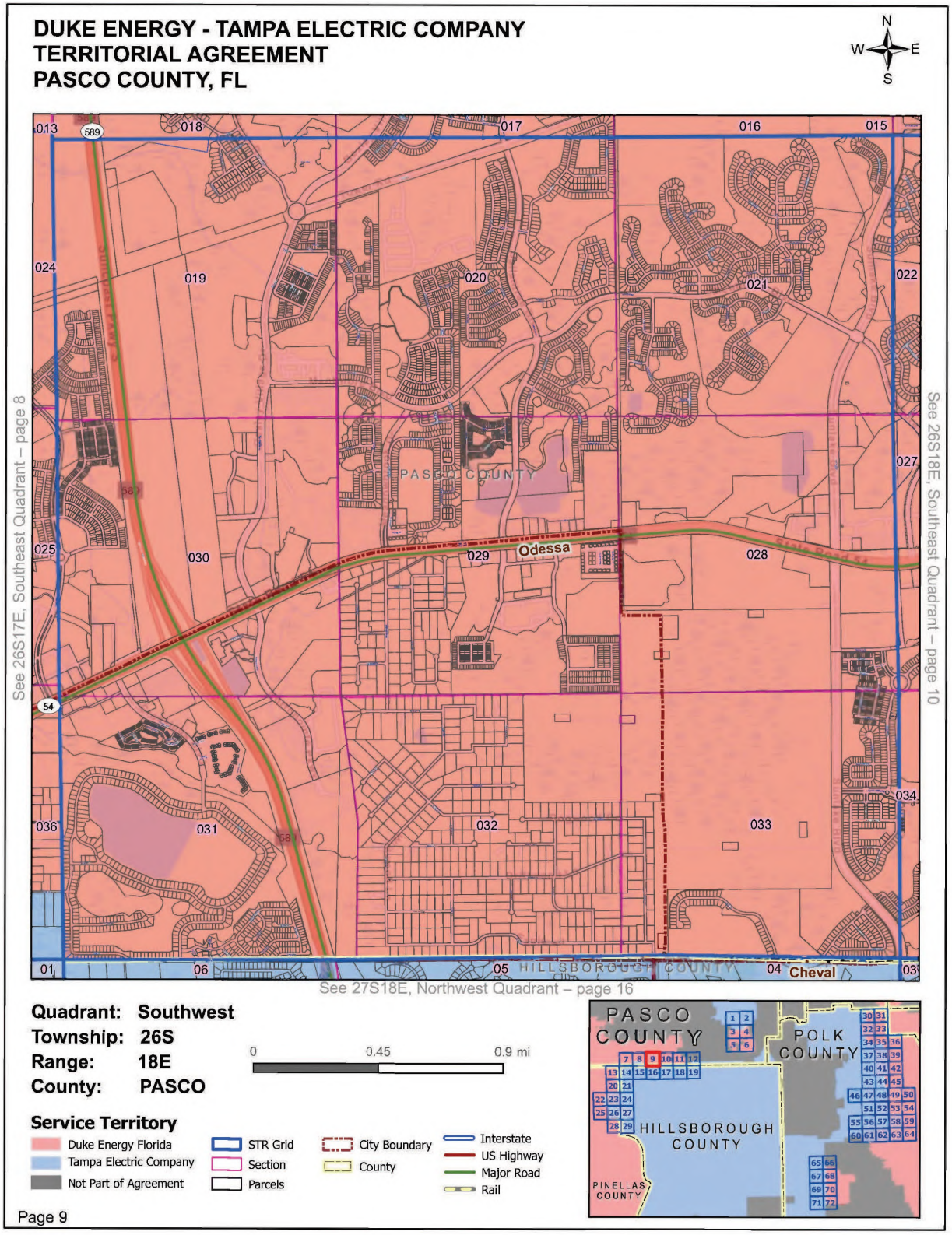
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 8


DUKE ENERGY - TAMPA ELECTRIC COMPANY
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PASCO COUNTY
HILLSBOROUGH COUNTY
See 26S17E, Southeast Quadrant – page 8
See 26S18E, Southeast Quadrant – page 10
See 27S18E, Northwest Quadrant – page 16
Quadrant: Southwest
Township: 26S
Range: 18E
County: PASCO
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Service Territory
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Section
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POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
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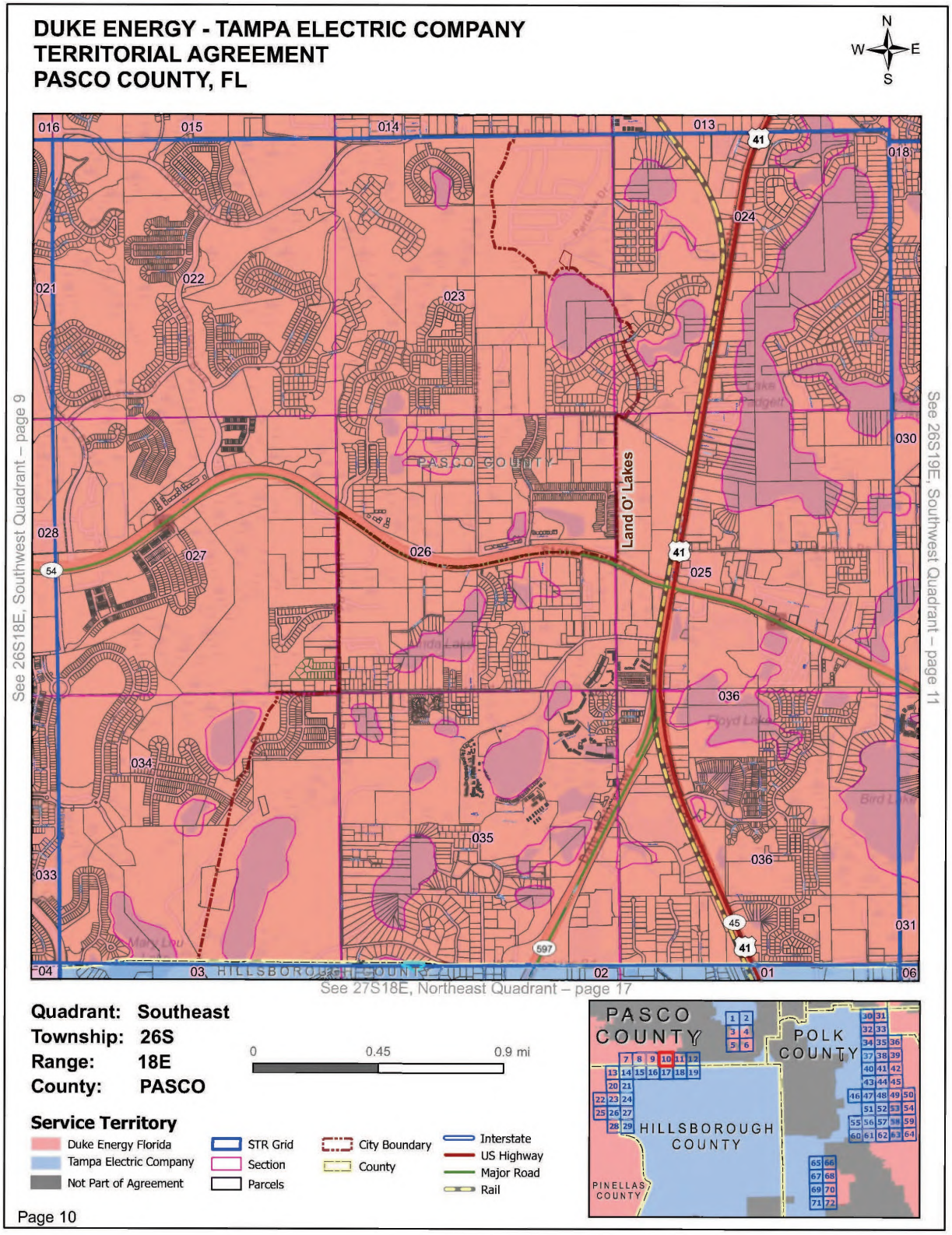
DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
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Land O' Lakes
PASCO COUNTY
HILLSBOROUGH COUNTY
See 26S18E, Southwest Quadrant – page 9
See 26S19E, Southwest Quadrant – page 11
See 27S18E, Northeast Quadrant – page 17
Quadrant: Southeast
Township: 26S
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County: PASCO
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Rail
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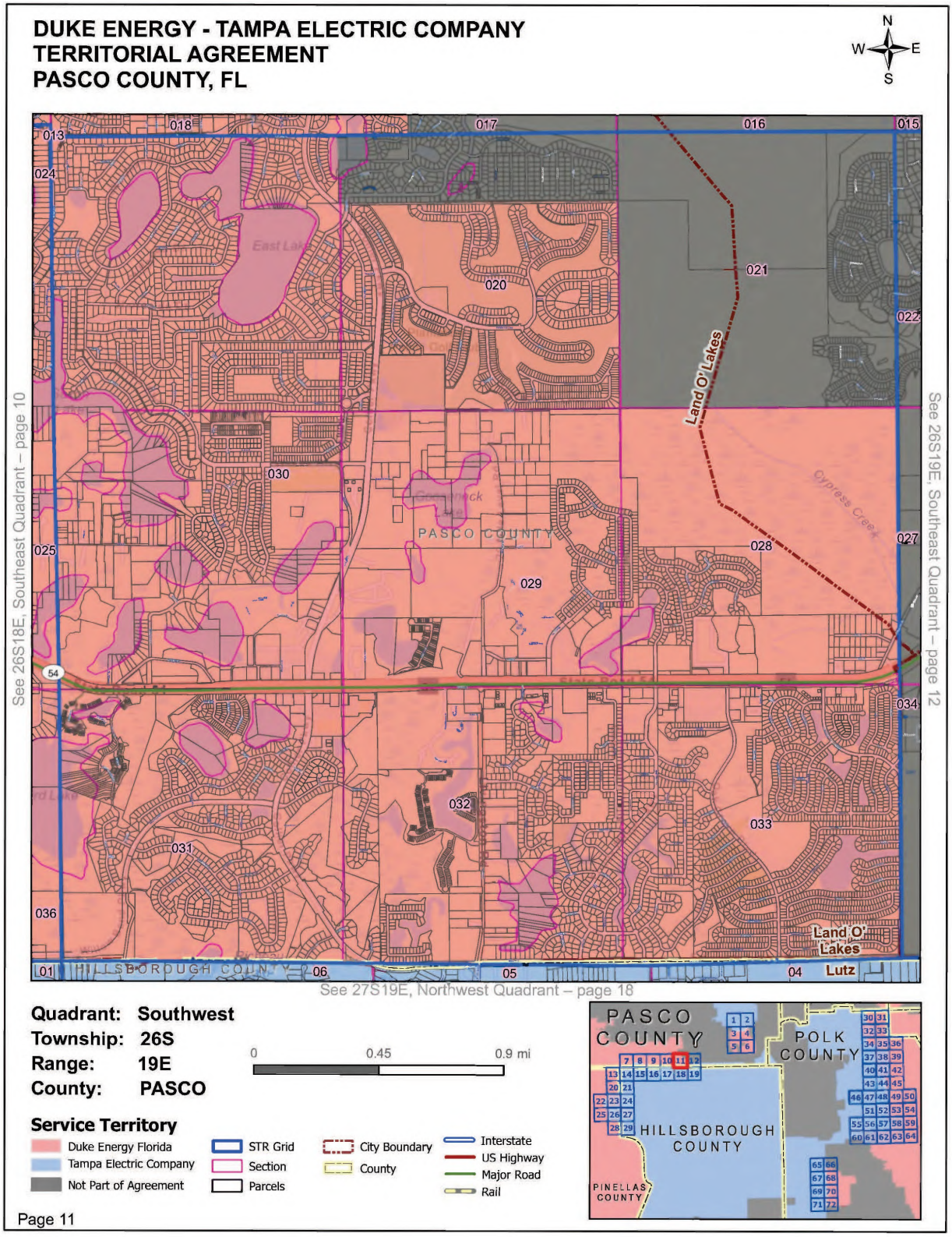
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 10


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
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Land O' Lakes
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HILLSBOROUGH COUNTY
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See 26S18E, Southeast Quadrant – page 10
See 26S19E, Southeast Quadrant – page 12
See 27S19E, Northwest Quadrant – page 18
Quadrant: Southwest
Township: 26S
Range: 19E
County: PASCO
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Service Territory
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Tampa Electric Company
Not Part of Agreement
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PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
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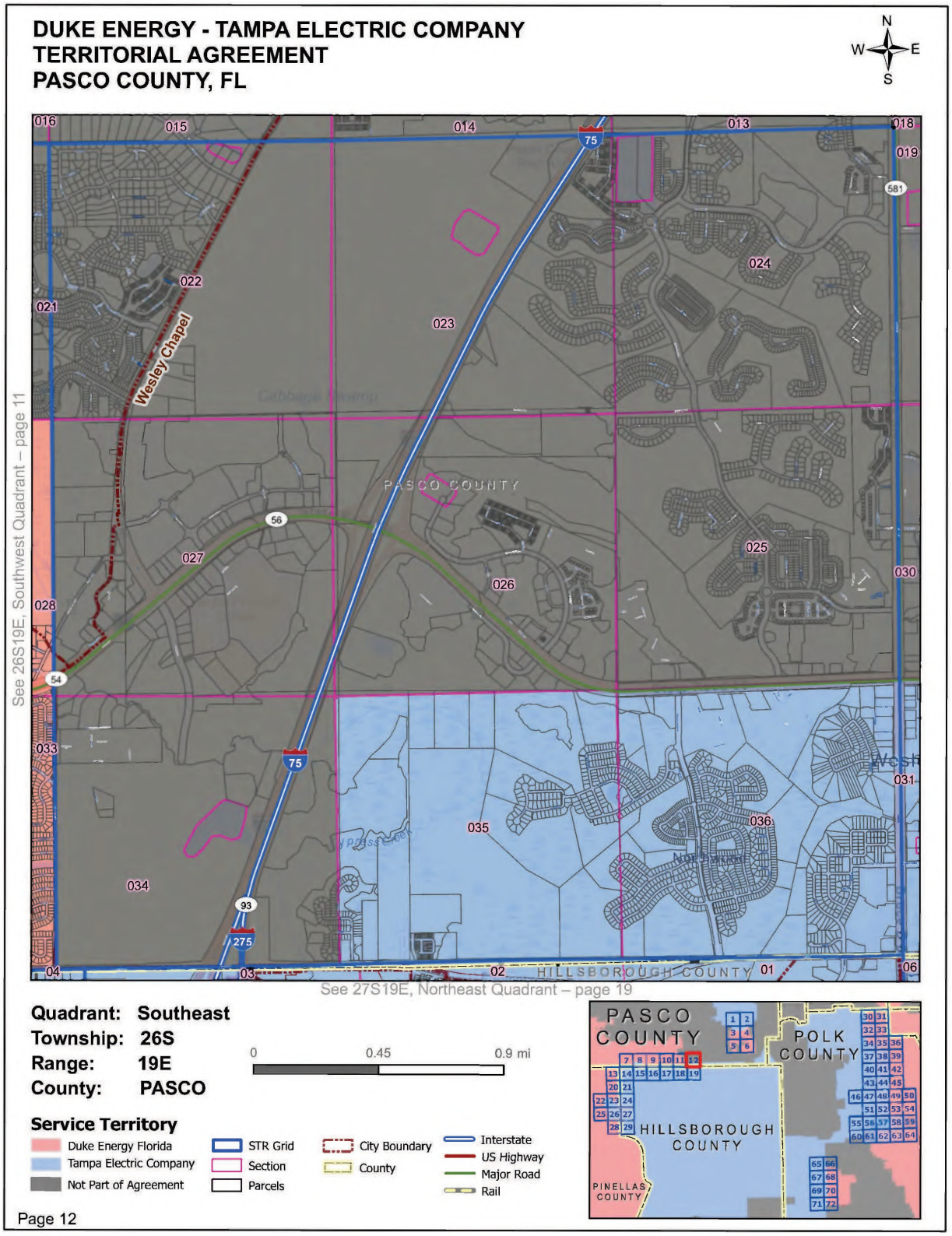
DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
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Wesley Chapel
PASCO COUNTY
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HILLSBOROUGH COUNTY
See 26S19E, Southwest Quadrant – page 11
See 27S19E, Northeast Quadrant – page 19
Quadrant: Southeast
Township: 26S
Range: 19E
County: PASCO
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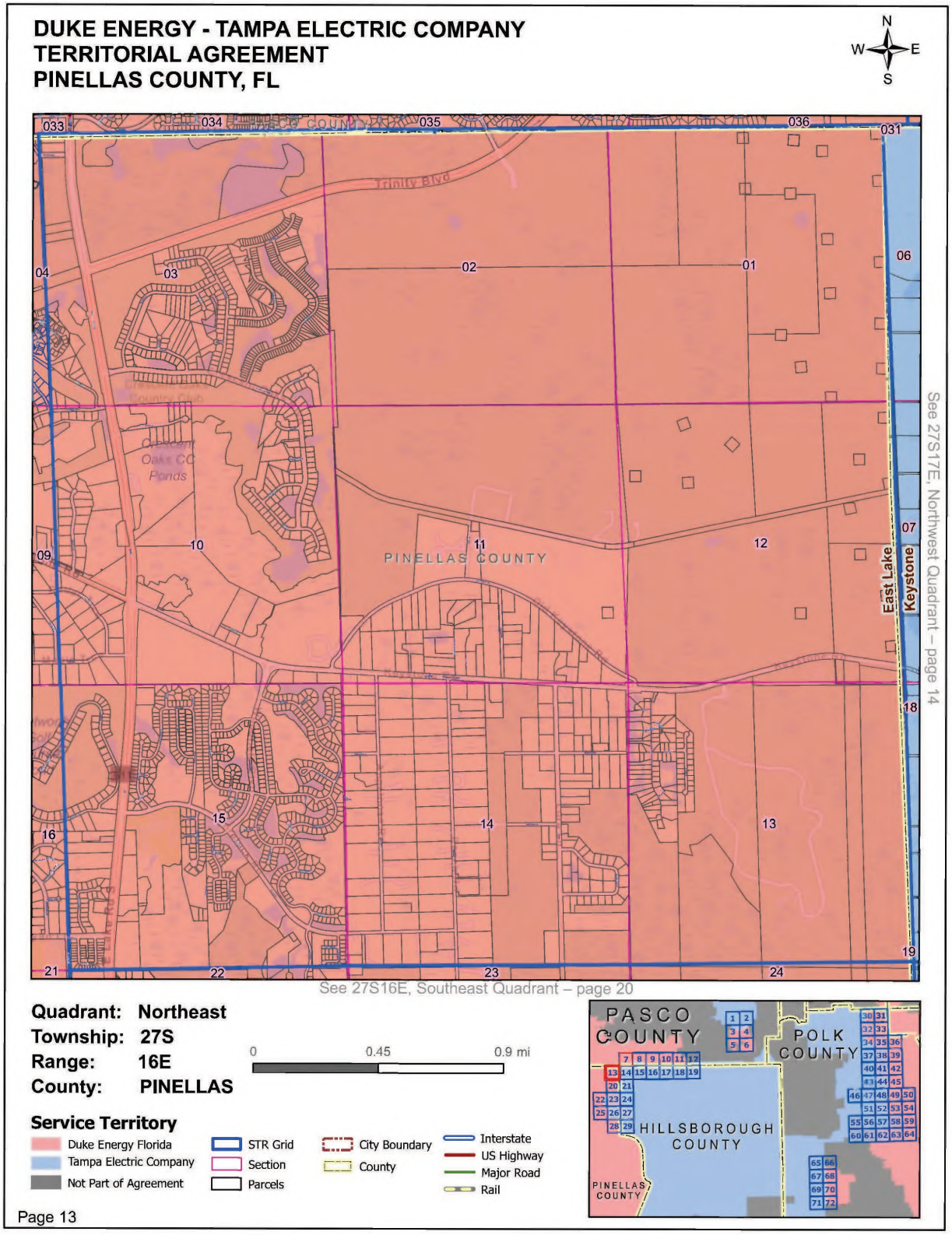
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 12


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PINELLAS COUNTY, FL
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PASCO COUNTY
PINELLAS COUNTY
Trinity Blvd
Oaks CC Ponds
East Lake
Keystone
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See 27S17E, Northwest Quadrant – page 14
See 27S16E, Southeast Quadrant – page 20
Quadrant: Northeast
Township: 27S
Range: 16E
County: PINELLAS
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Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY

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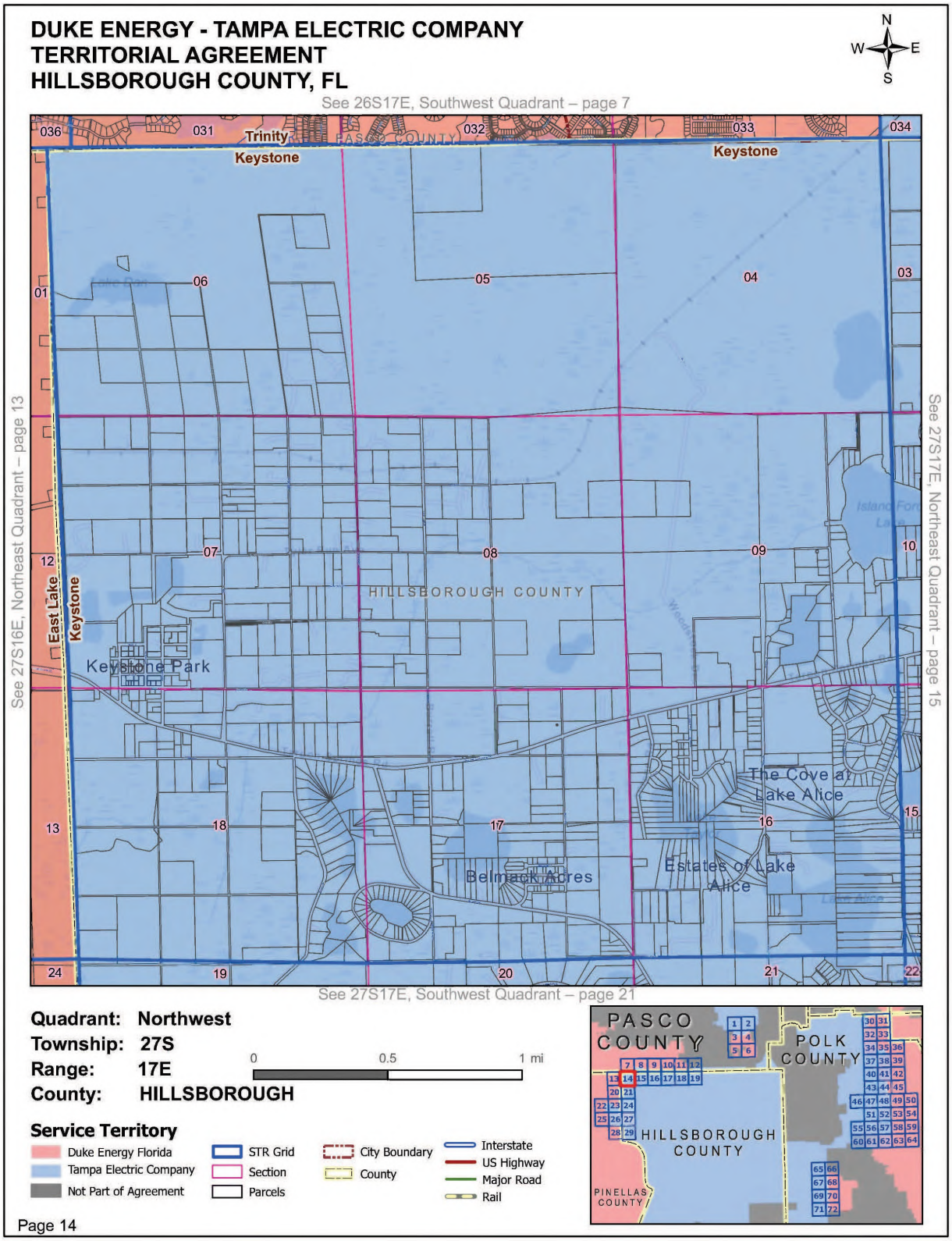
DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
HILLSBOROUGH COUNTY, FL
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See 26S17E, Southwest Quadrant – page 7
See 27S16E, Northeast Quadrant – page 13
See 27S17E, Northeast Quadrant – page 15
See 27S17E, Southwest Quadrant – page 21
Trinity
Keystone
East Lake
Keystone Park
HILLSBOROUGH COUNTY
Belmack Acres
The Cove at Lake Alice
Estates of Lake Alice
Quadrant: Northwest
Township: 27S
Range: 17E
County: HILLSBOROUGH
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Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY

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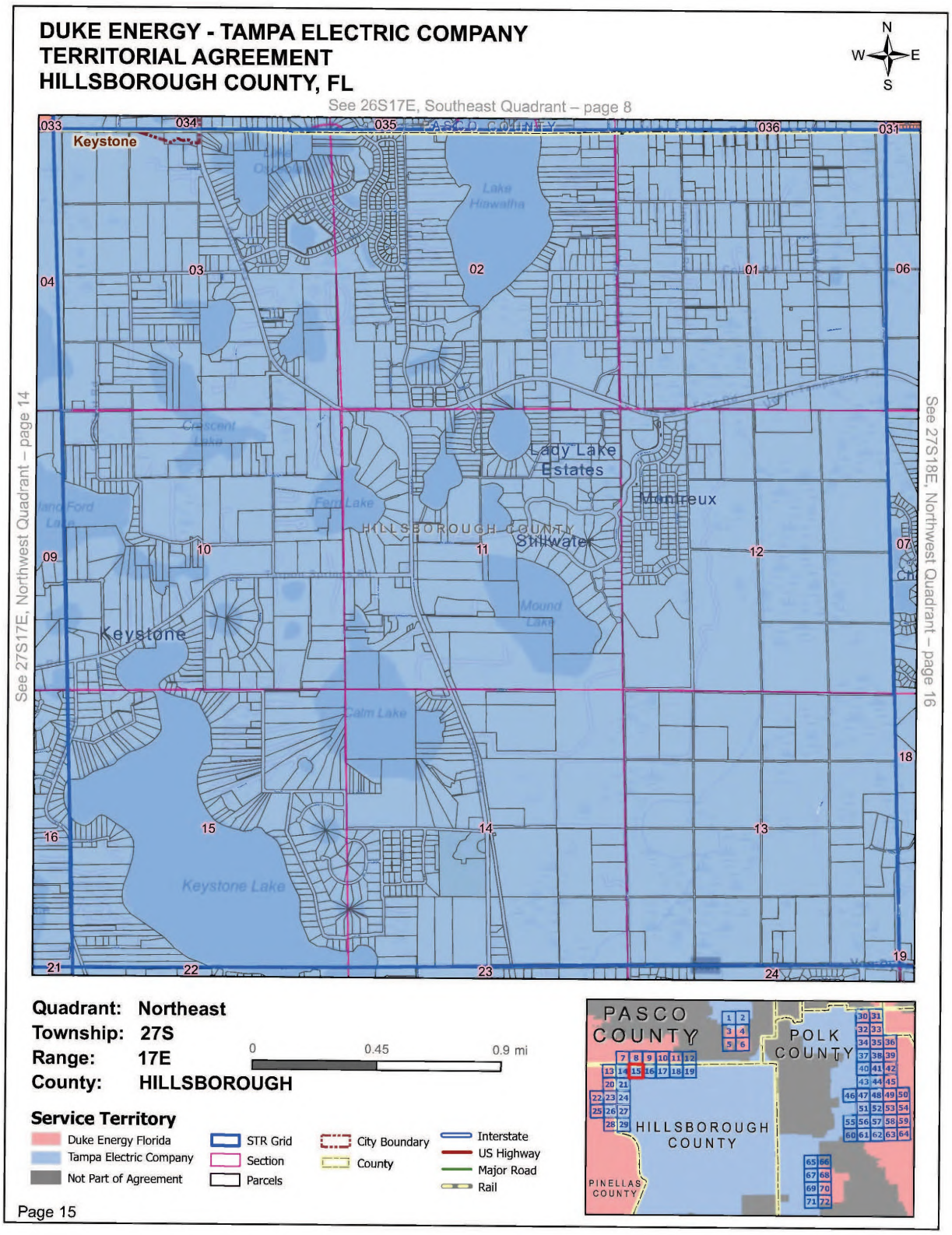
DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
HILLSBOROUGH COUNTY, FL
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See 26S17E, Southeast Quadrant – page 8
See 27S17E, Northwest Quadrant – page 14
See 27S18E, Northwest Quadrant – page 16
Keystone
Lady Lake Estates
Montreux
Stillwater
HILLSBOROUGH COUNTY
Keystone
Quadrant: Northeast
Township: 27S
Range: 17E
County: HILLSBOROUGH
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Service Territory
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Tampa Electric Company
Not Part of Agreement
STR Grid
Section
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City Boundary
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US Highway
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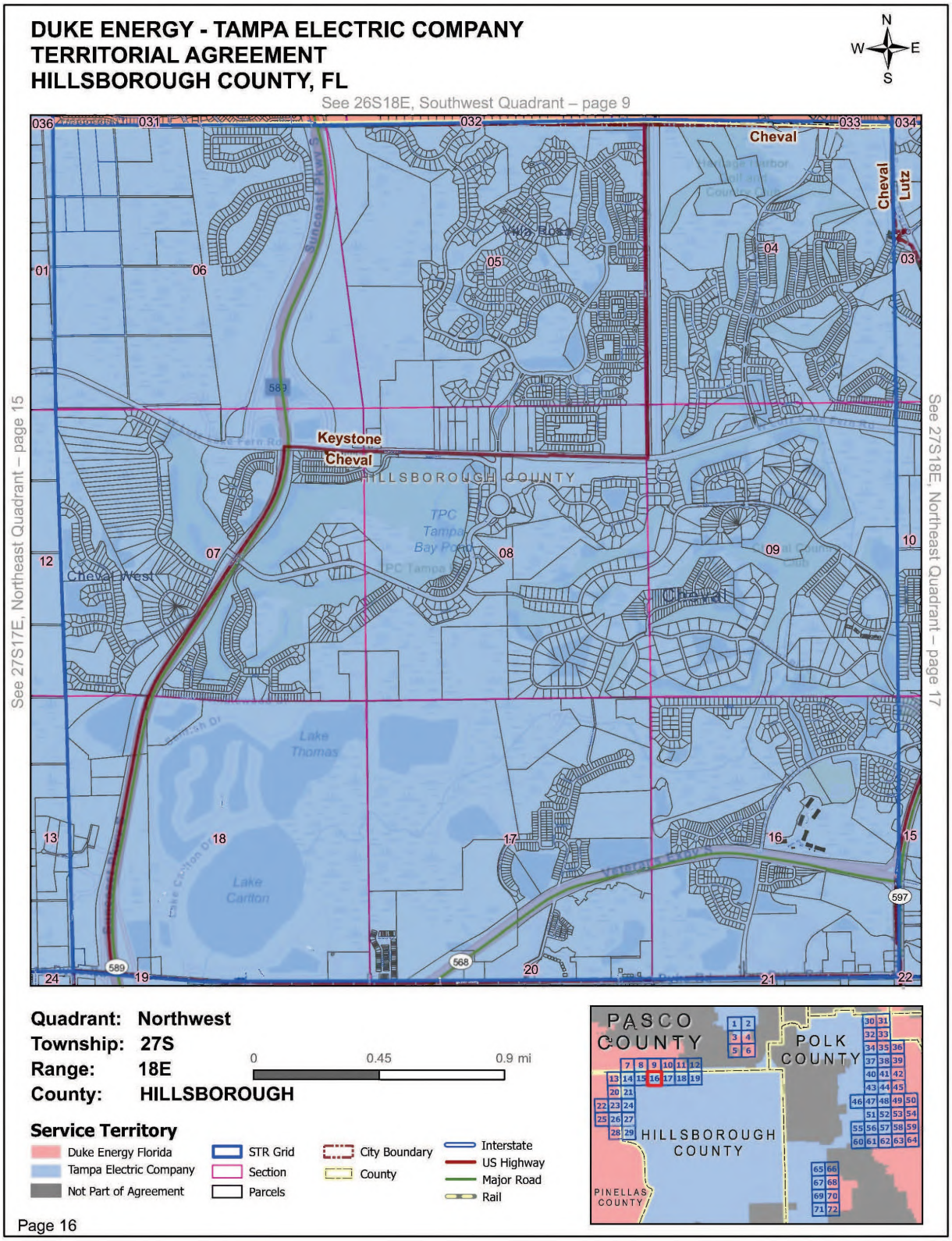
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 15


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
HILLSBOROUGH COUNTY, FL
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See 26S18E, Southwest Quadrant – page 9
See 27S17E, Northeast Quadrant – page 15
See 27S18E, Northeast Quadrant – page 17
Cheval
Lutz
Keystone
Cheval
HILLSBOROUGH COUNTY
Cheval West
Lake Thomas
Lake Carlton
TPC Tampa Bay Pro
Quadrant: Northwest
Township: 27S
Range: 18E
County: HILLSBOROUGH
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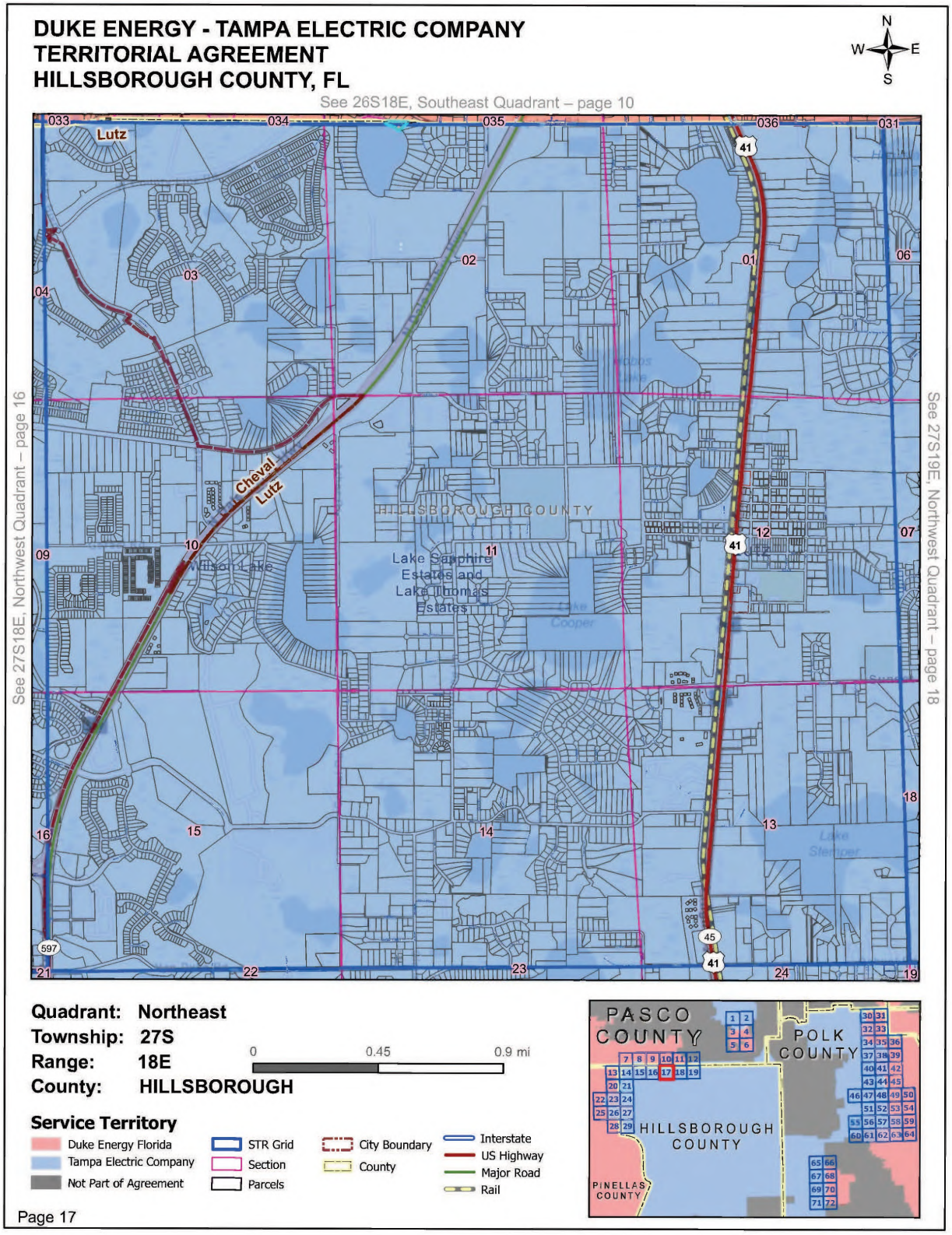
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY

Page 16


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
HILLSBOROUGH COUNTY, FL
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See 26S18E, Southeast Quadrant – page 10
See 27S18E, Northwest Quadrant – page 16
See 27S19E, Northwest Quadrant – page 18
Lutz
Cheval
Lutz
HILLSBOROUGH COUNTY
Lake Sapphire Estates and Lake Thomas Estates
Wilson Lake
Lake Cooper
Lake Stemper
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Quadrant: Northeast
Township: 27S
Range: 18E
County: HILLSBOROUGH
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Service Territory
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Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
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US Highway
Major Road
Rail
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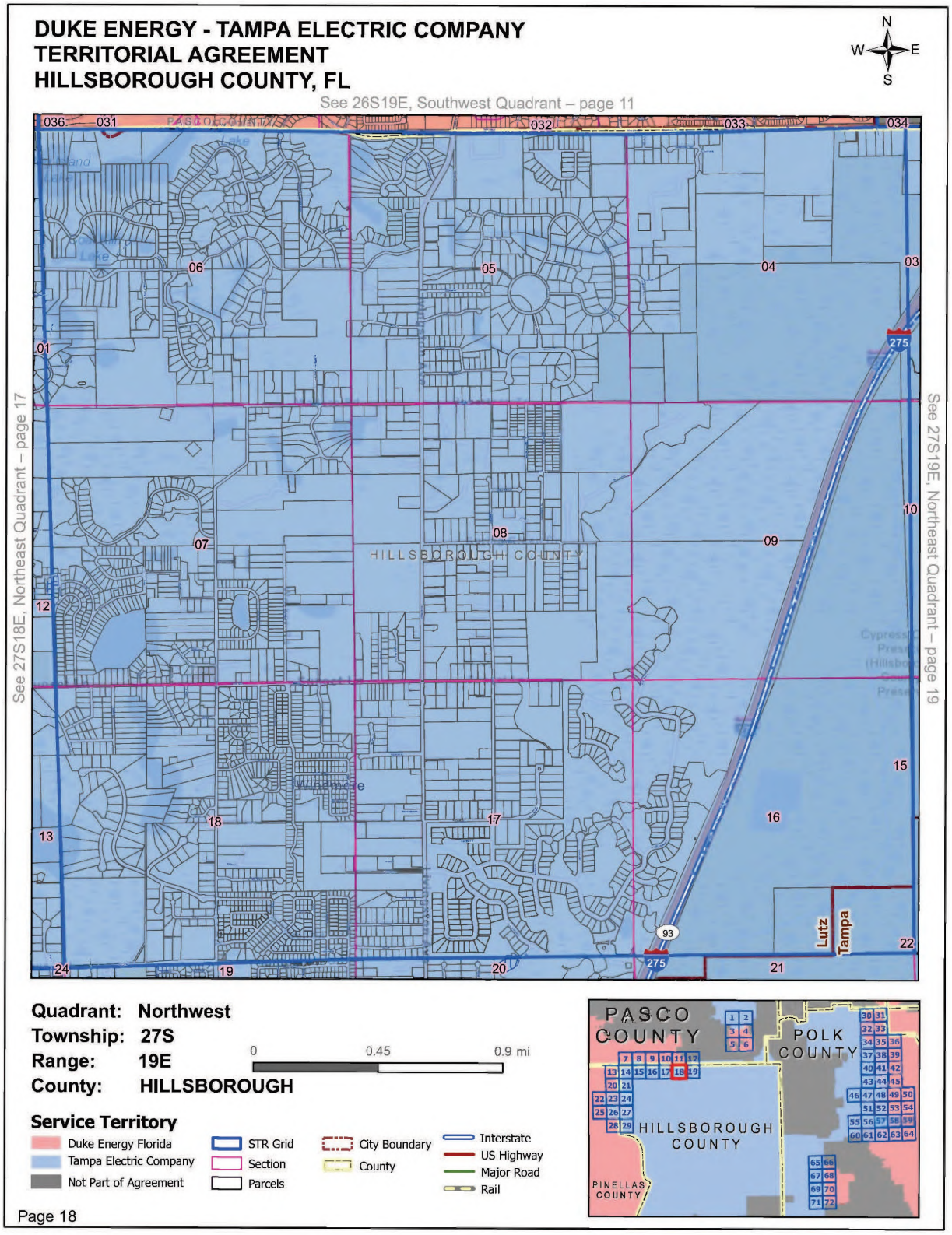
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 17


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
HILLSBOROUGH COUNTY, FL
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See 26S19E, Southwest Quadrant – page 11
See 27S18E, Northeast Quadrant – page 17
See 27S19E, Northeast Quadrant – page 19
HILLSBOROUGH COUNTY
Lutz
Tampa
Quadrant: Northwest
Township: 27S
Range: 19E
County: HILLSBOROUGH
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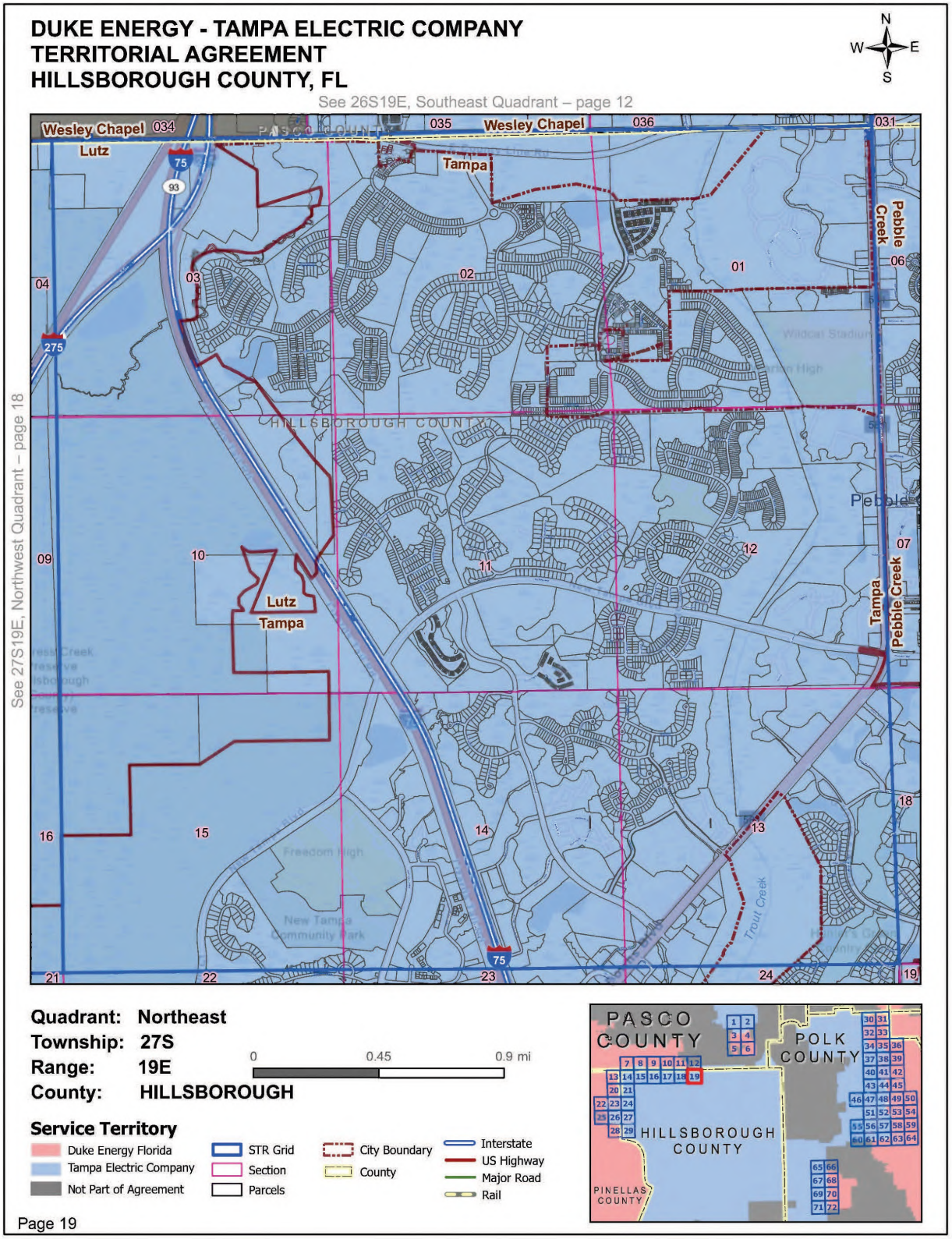
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 18

DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
HILLSBOROUGH COUNTY, FL



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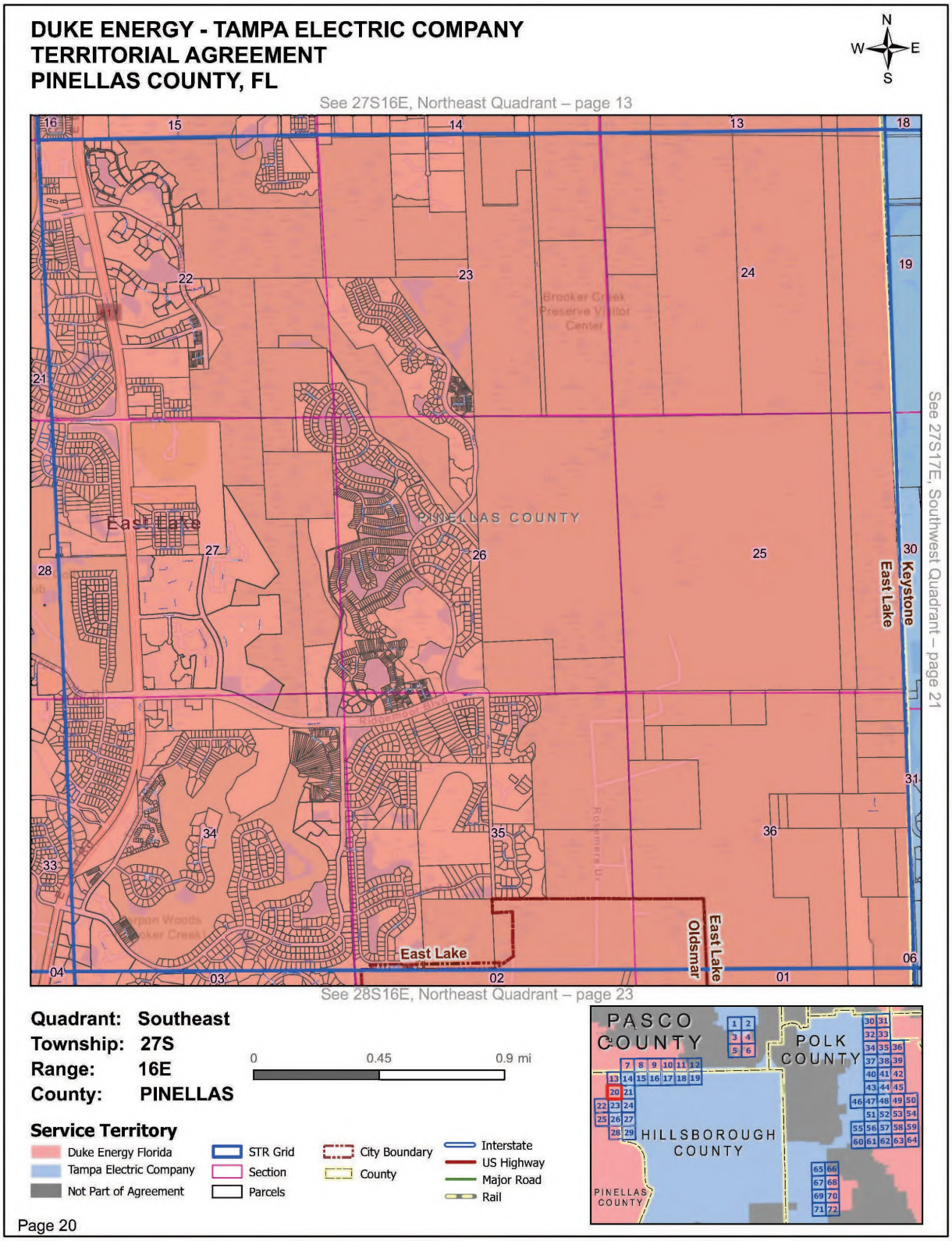
DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PINELLAS COUNTY, FL
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See 27S16E, Northeast Quadrant – page 13
See 27S17E, Southwest Quadrant – page 21
See 28S16E, Northeast Quadrant – page 23
PINELLAS COUNTY
East Lake
Keystone
East Lake
Oldsmar
East Lake
Brooker Creek Preserve Visitor Center
Quadrant: Southeast
Township: 27S
Range: 16E
County: PINELLAS
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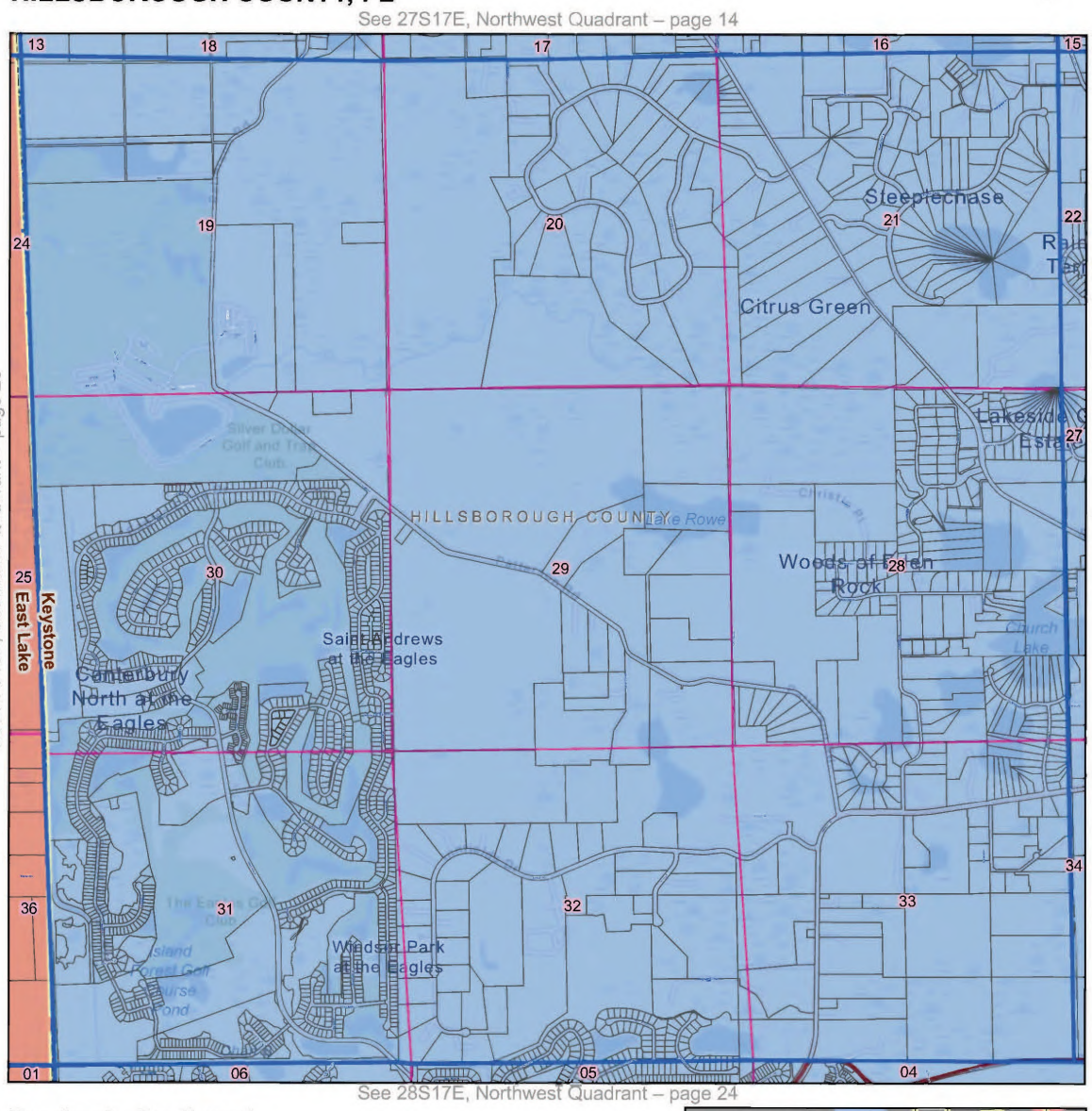
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY

Page 20

DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
HILLSBOROUGH COUNTY, FL

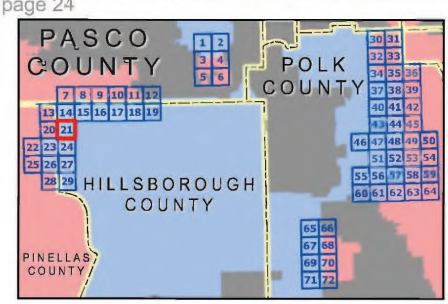


Quadrant: Southwest
Township: 27S
Range: 17E
County: HILLSBOROUGH

0 0.45 0.9 mi

Service Territory

- Duke Energy Florida
- Tampa Electric Company
- Not Part of Agreement
- STR Grid
- Section
- Parcels
- City Boundary
- County
- Interstate
- US Highway
- Major Road
- Rail



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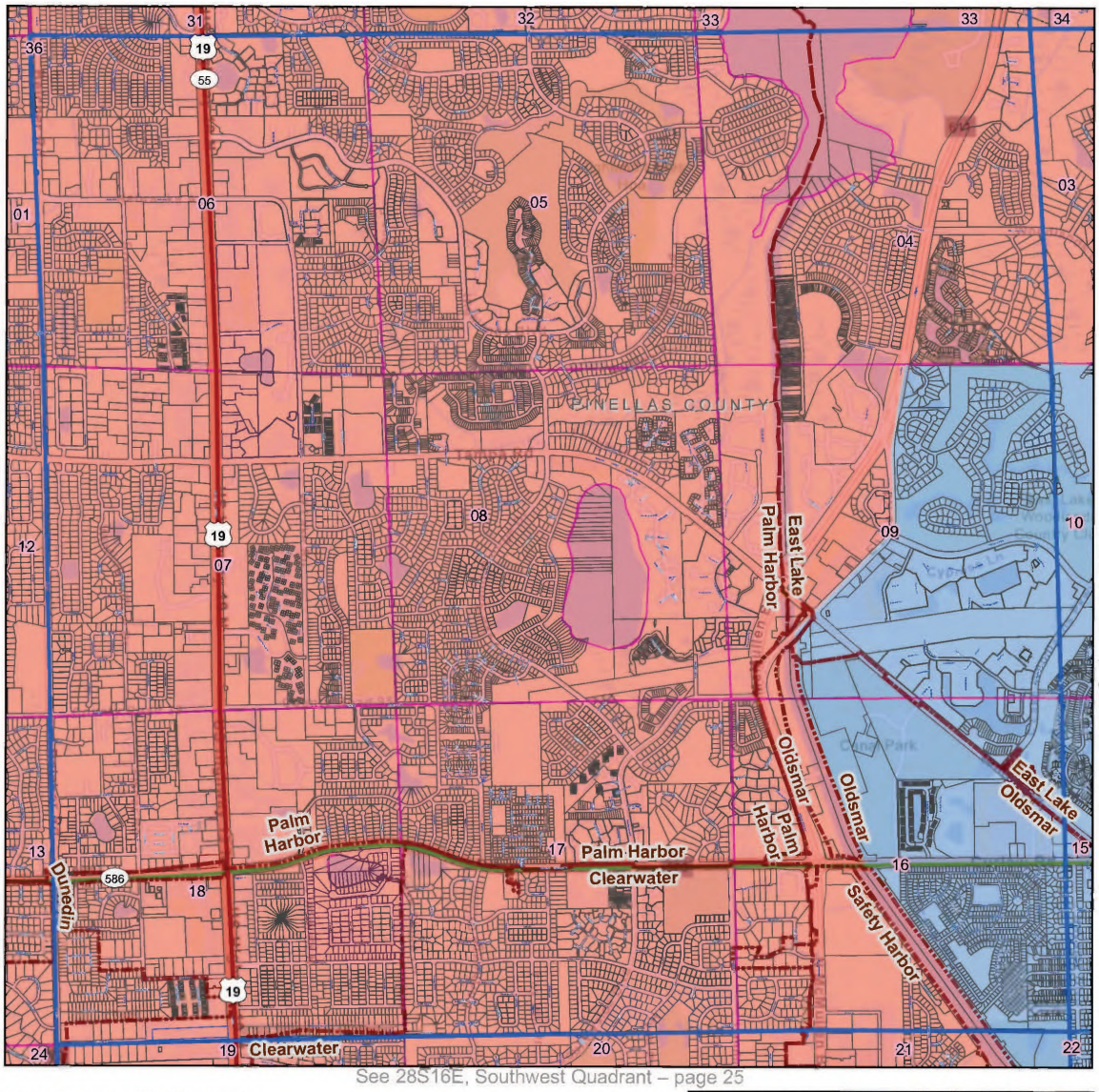
DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PINELLAS COUNTY, FL



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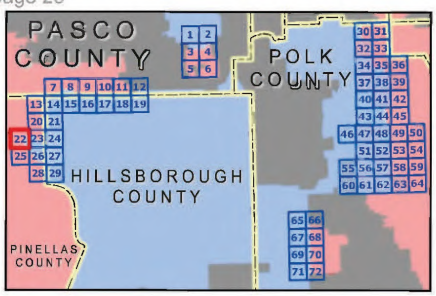
Township: 28S
Range: 16E
County: PINELLAS

0 0.5 1 mi

Service Territory

- Duke Energy Florida
- Tampa Electric Company
- Not Part of Agreement
- STR Grid
- Section
- Parcels
- City Boundary
- County
- Interstate
- US Highway
- Major Road
- Rail



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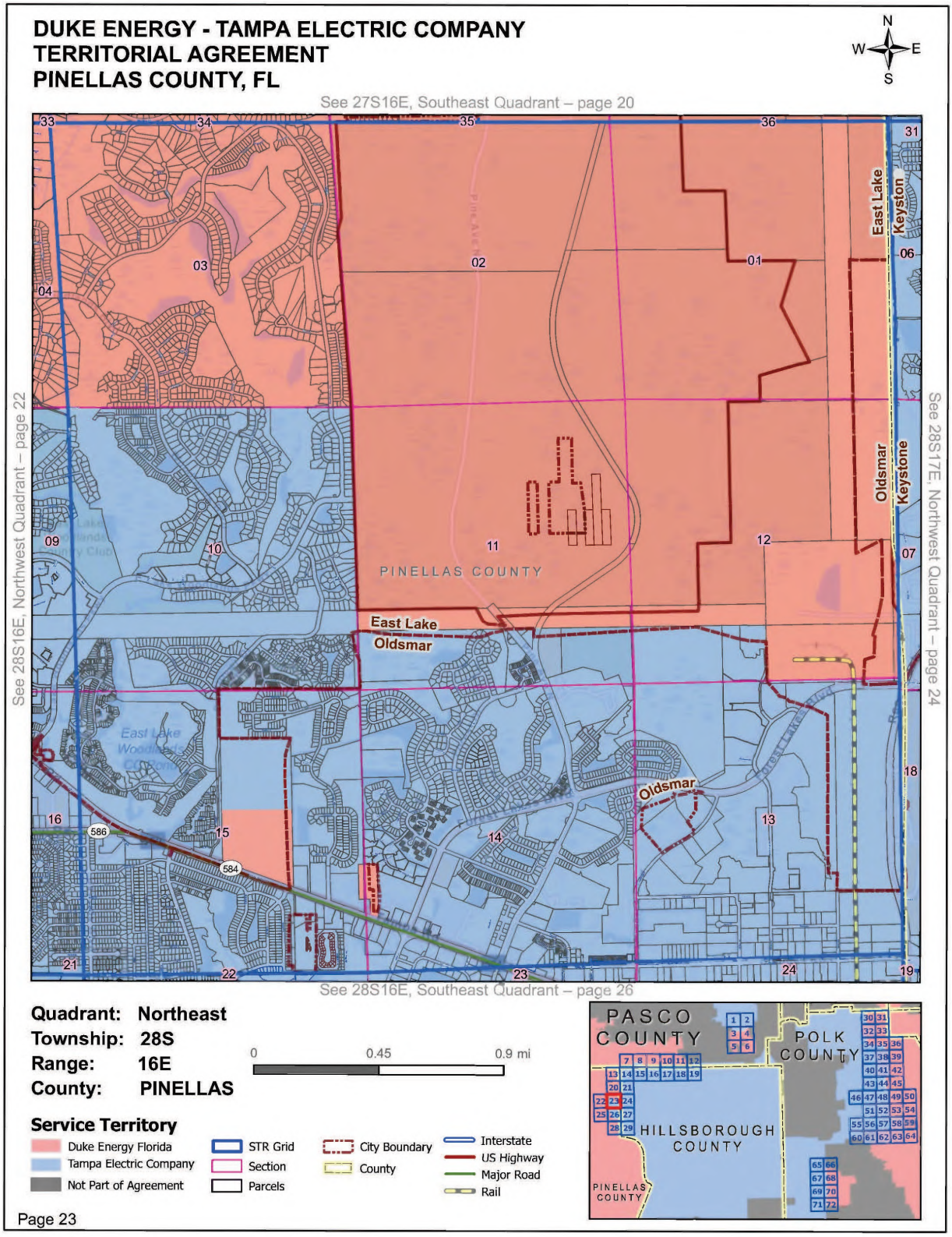
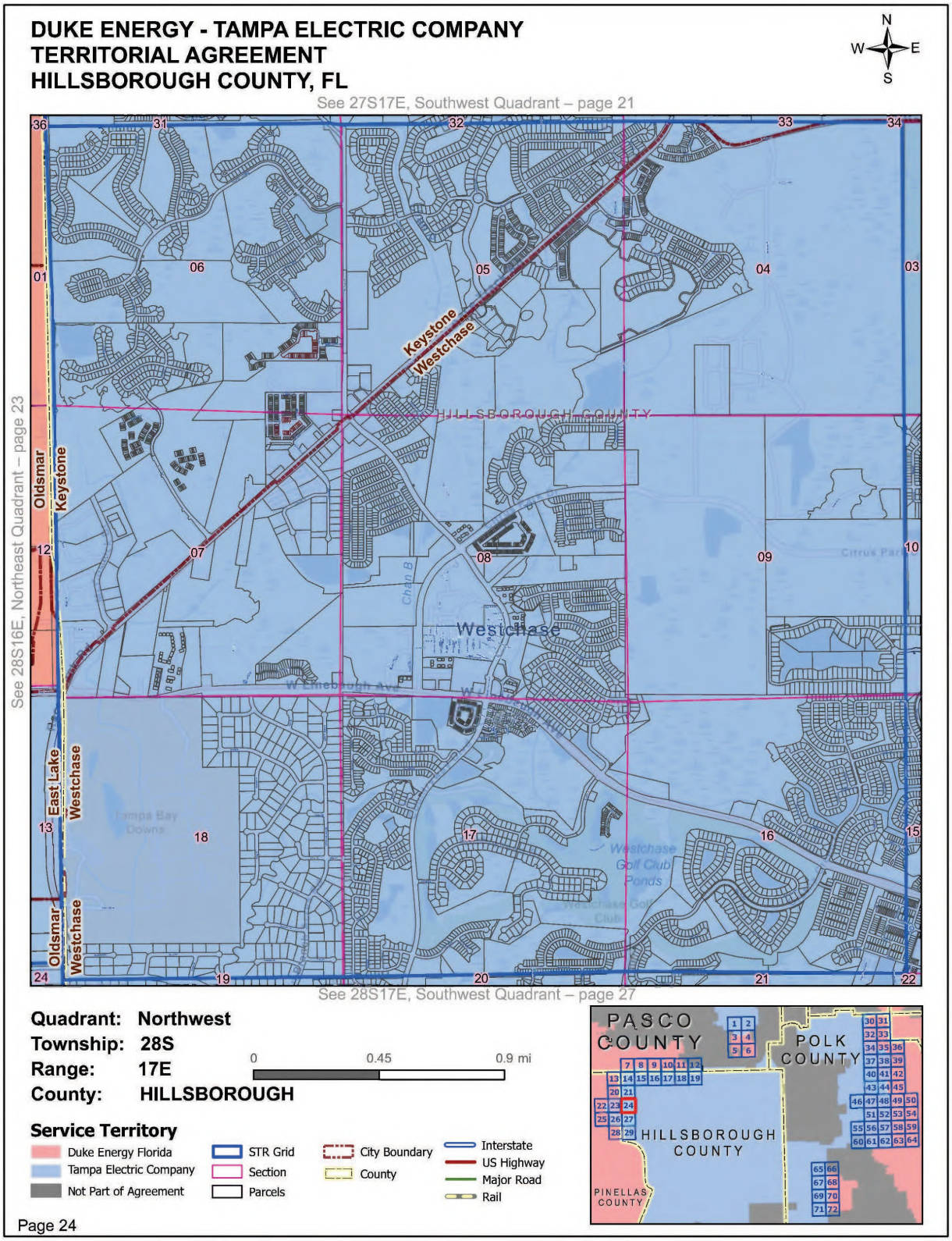

DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PINELLAS COUNTY, FL
N
W
E
S
See 27S16E, Southeast Quadrant – page 20
See 28S16E, Northwest Quadrant – page 22
See 28S17E, Northwest Quadrant – page 24
See 28S16E, Southeast Quadrant – page 26
PINELLAS COUNTY
East Lake
Oldsmar
Keystone
Quadrant: Northeast
Township: 28S
Range: 16E
County: PINELLAS
0
0.45
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 23


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
HILLSBOROUGH COUNTY, FL
N
W
E
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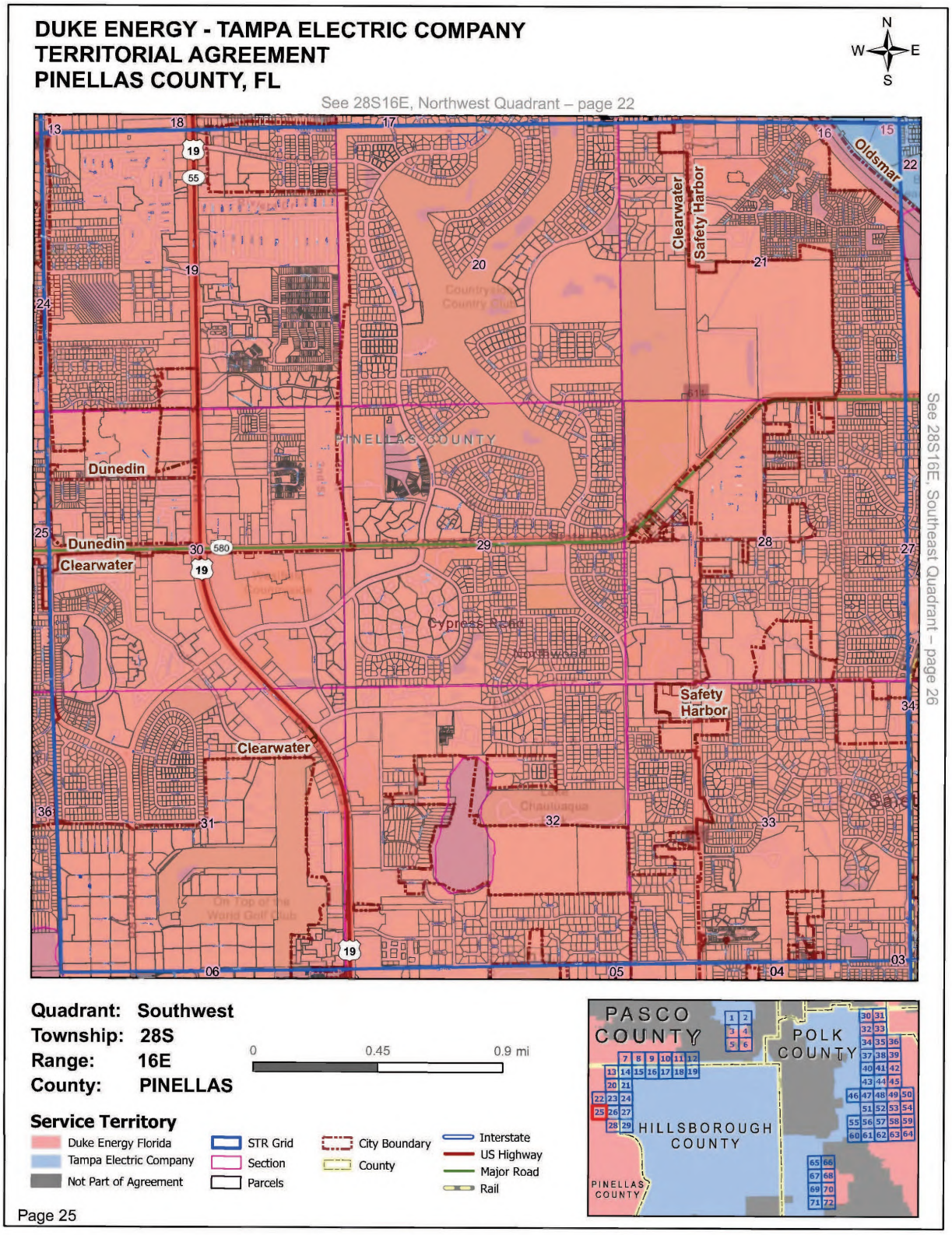
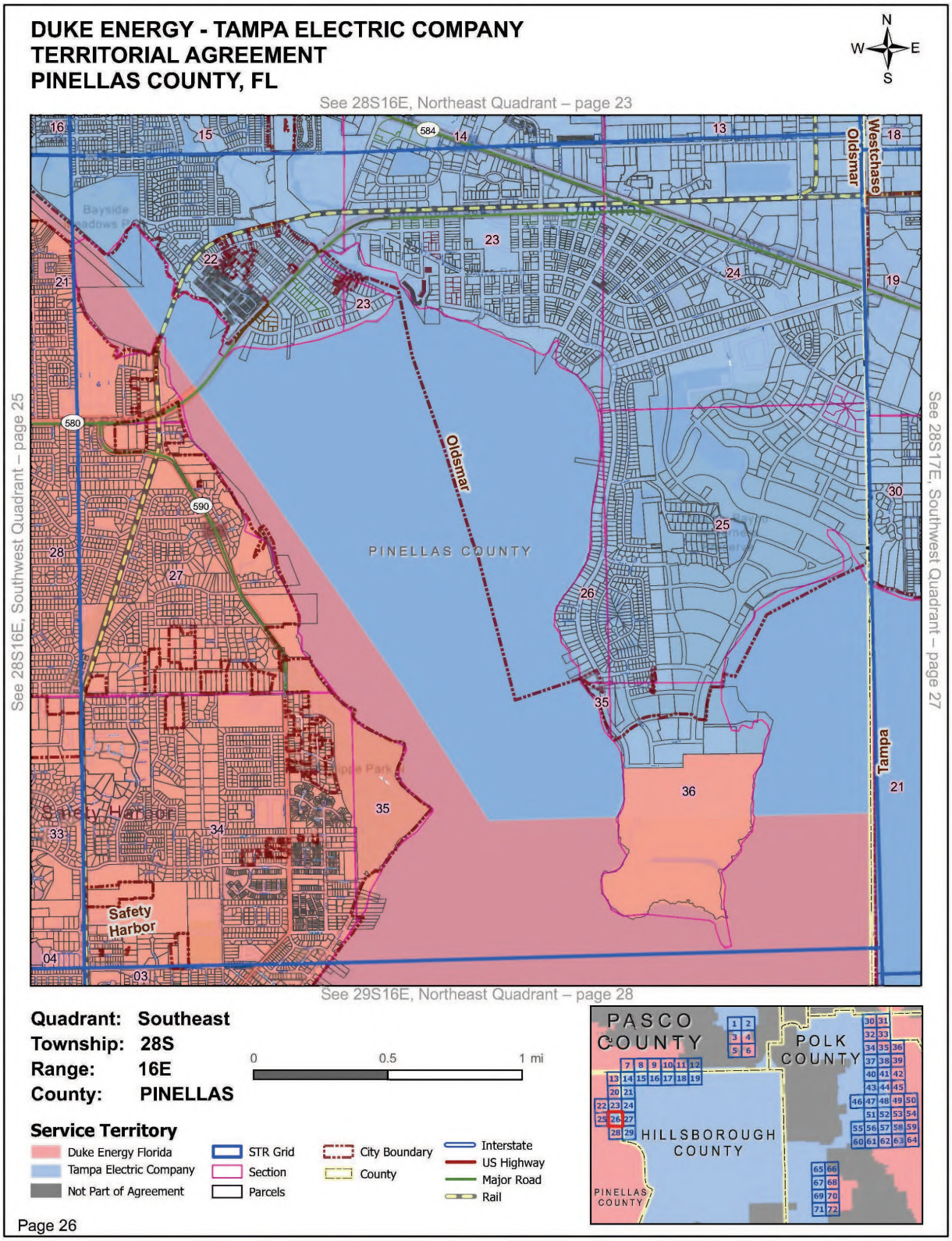
See 27S17E, Southwest Quadrant – page 21
See 28S16E, Northeast Quadrant – page 23
See 28S17E, Southwest Quadrant – page 27
Keystone
Westchase
HILLSBOROUGH COUNTY
Oldsmar
Keystone
East Lake
Westchase
Oldsmar
Westchase
Westchase
Quadrant: Northwest
Township: 28S
Range: 17E
County: HILLSBOROUGH
0
0.45
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 24


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PINELLAS COUNTY, FL
N
W
E
S
See 28S16E, Northwest Quadrant – page 22
See 28S16E, Southeast Quadrant – page 26
PINELLAS COUNTY
Dunedin
Clearwater
Safety Harbor
Oldsmar
Cypress Point
Quadrant: Southwest
Township: 28S
Range: 16E
County: PINELLAS
0
0.45
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 25


DUKE ENERGY - TAMPA ELECTRIC COMPANY
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PINELLAS COUNTY, FL
N
W
E
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See 28S16E, Northeast Quadrant – page 23
See 28S16E, Southwest Quadrant – page 25
See 28S17E, Southwest Quadrant – page 27
See 29S16E, Northeast Quadrant – page 28
PINELLAS COUNTY
Oldsmar
Westchase
Tampa
Safety Harbor
Bayside
Quadrant: Southeast
Township: 28S
Range: 16E
County: PINELLAS
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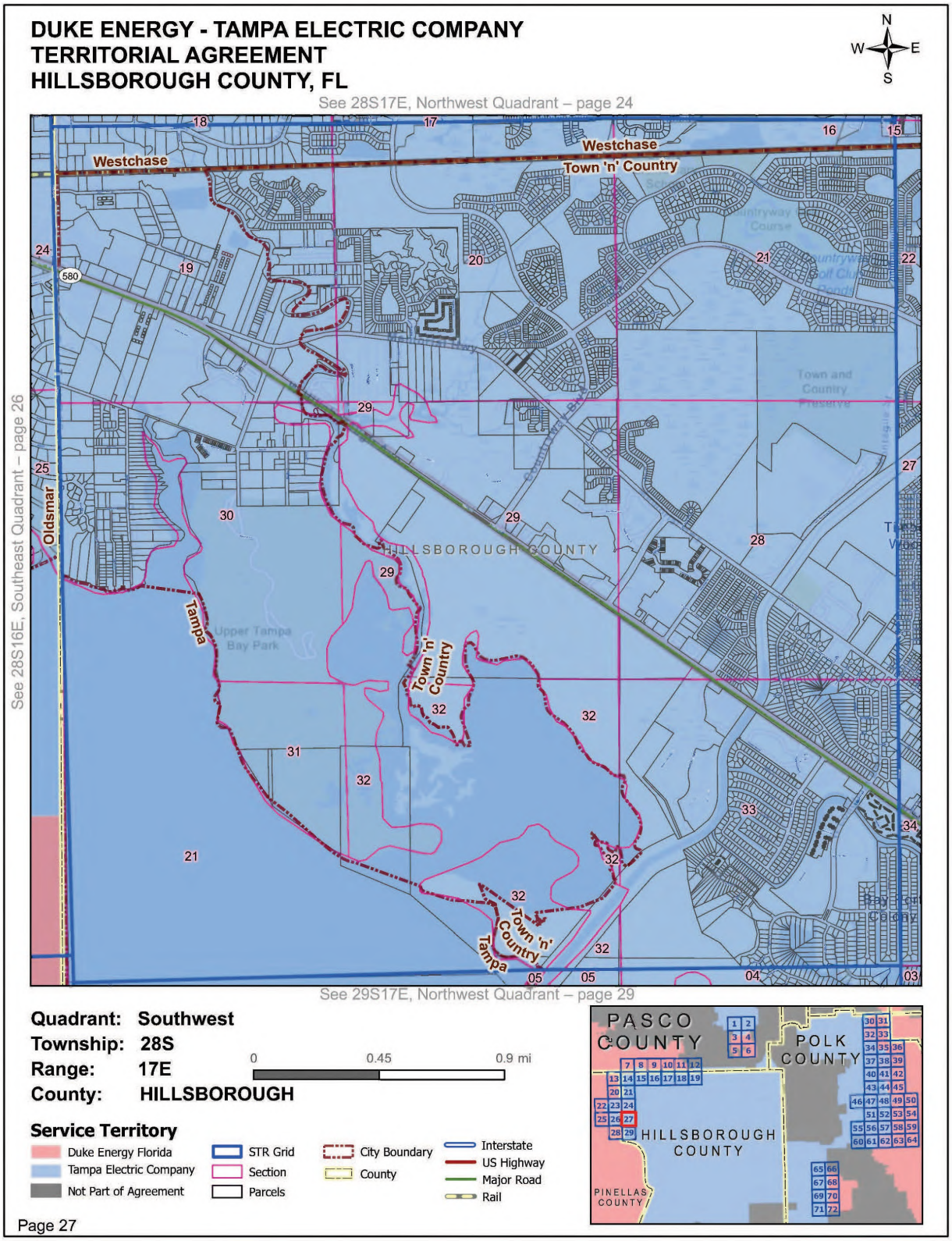
1 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 26


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
HILLSBOROUGH COUNTY, FL
N
W
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See 28S17E, Northwest Quadrant – page 24
See 28S16E, Southeast Quadrant – page 26
See 29S17E, Northwest Quadrant – page 29
Westchase
Town 'n' Country
Oldsmar
Tampa
HILLSBOROUGH COUNTY
Upper Tampa Bay Park
Quadrant: Southwest
Township: 28S
Range: 17E
County: HILLSBOROUGH
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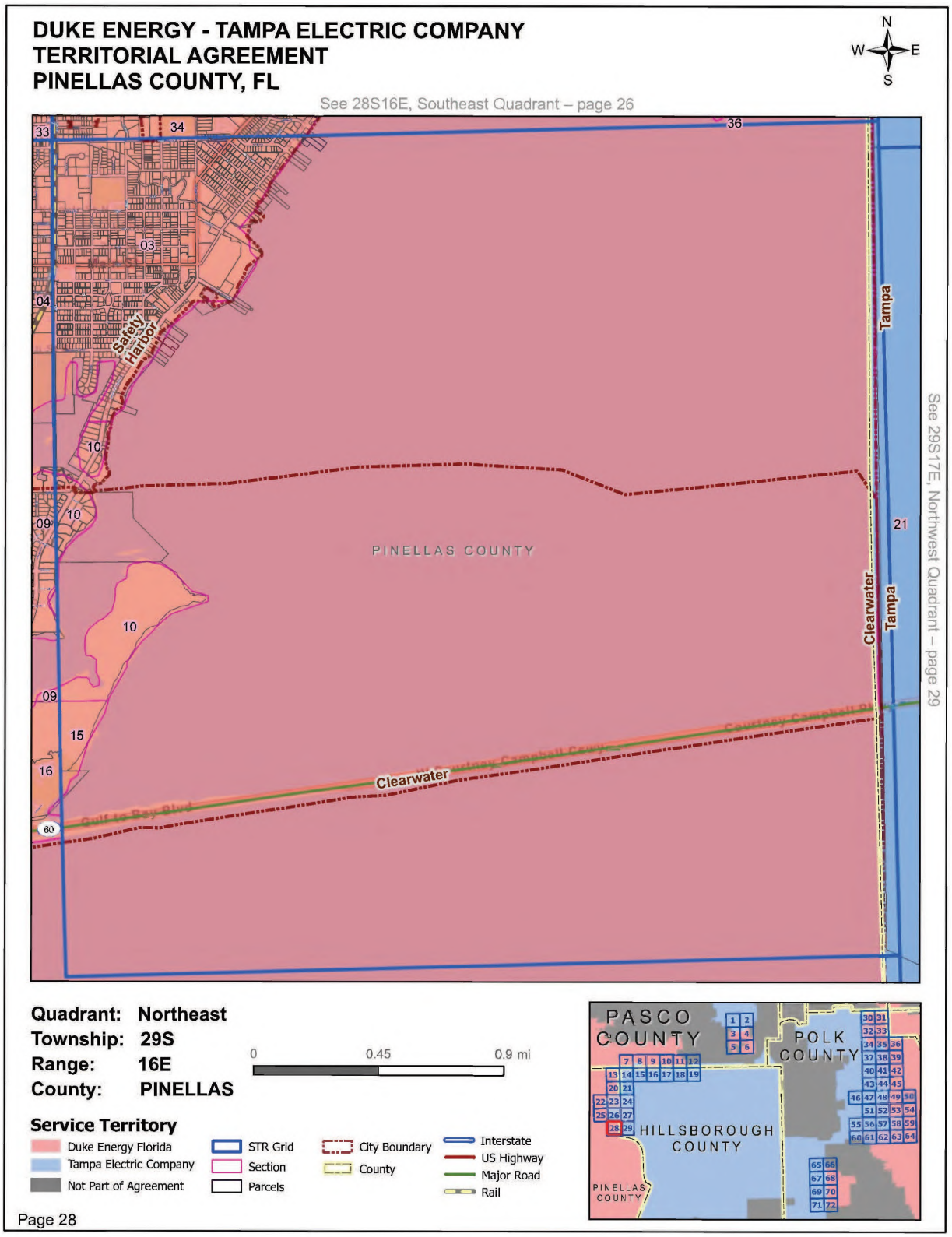
0.45
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 27


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
PINELLAS COUNTY, FL
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See 28S16E, Southeast Quadrant – page 26
See 29S17E, Northwest Quadrant – page 29
PINELLAS COUNTY
Safety Harbor
Clearwater
Tampa
Quadrant: Northeast
Township: 29S
Range: 16E
County: PINELLAS
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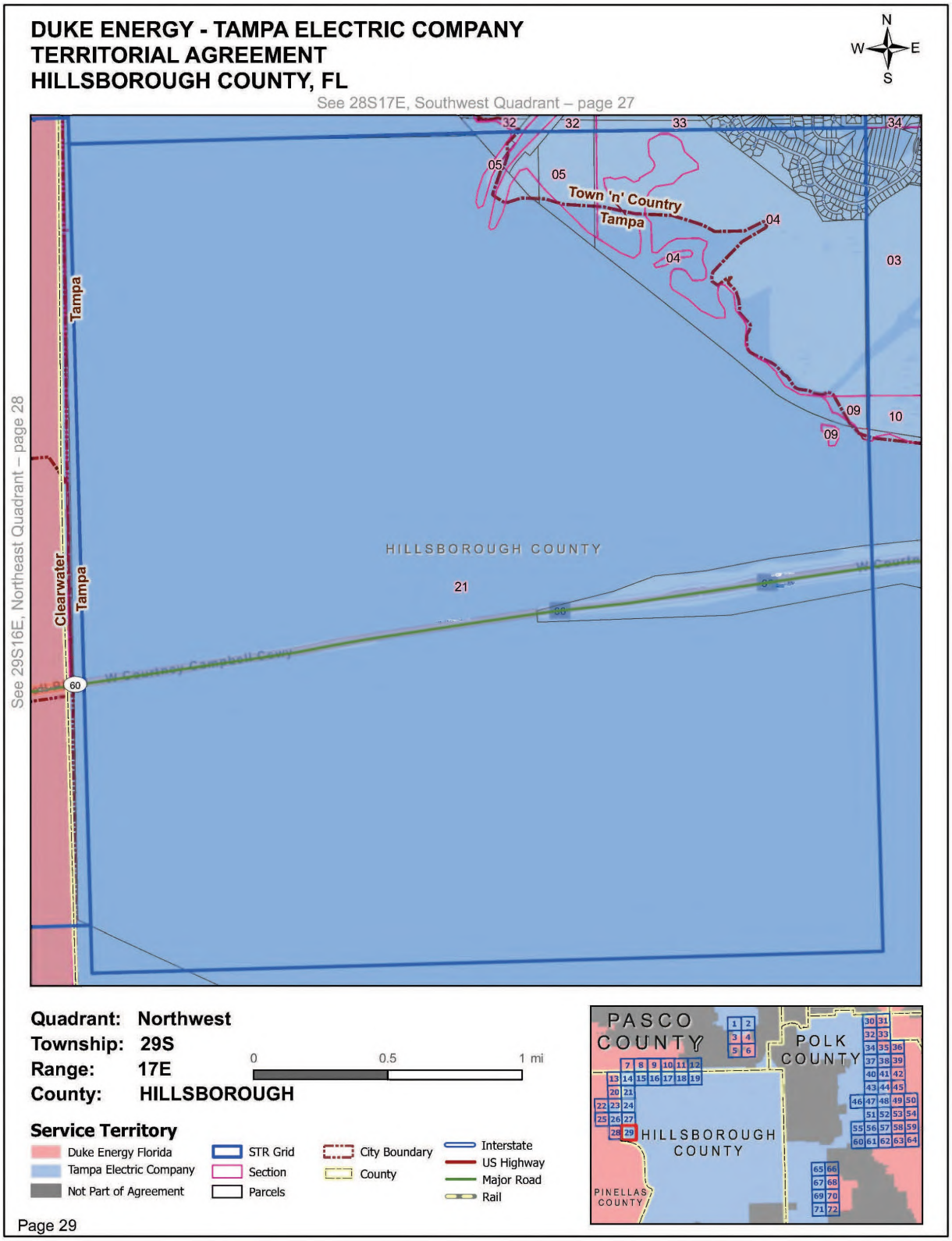
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 28


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
HILLSBOROUGH COUNTY, FL
N
W
E
S
See 28S17E, Southwest Quadrant – page 27
See 29S16E, Northeast Quadrant – page 28
Tampa
Clearwater
Tampa
Town 'n' Country
Tampa
HILLSBOROUGH COUNTY
21
60
32
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33
34
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10
Quadrant: Northwest
Township: 29S
Range: 17E
County: HILLSBOROUGH
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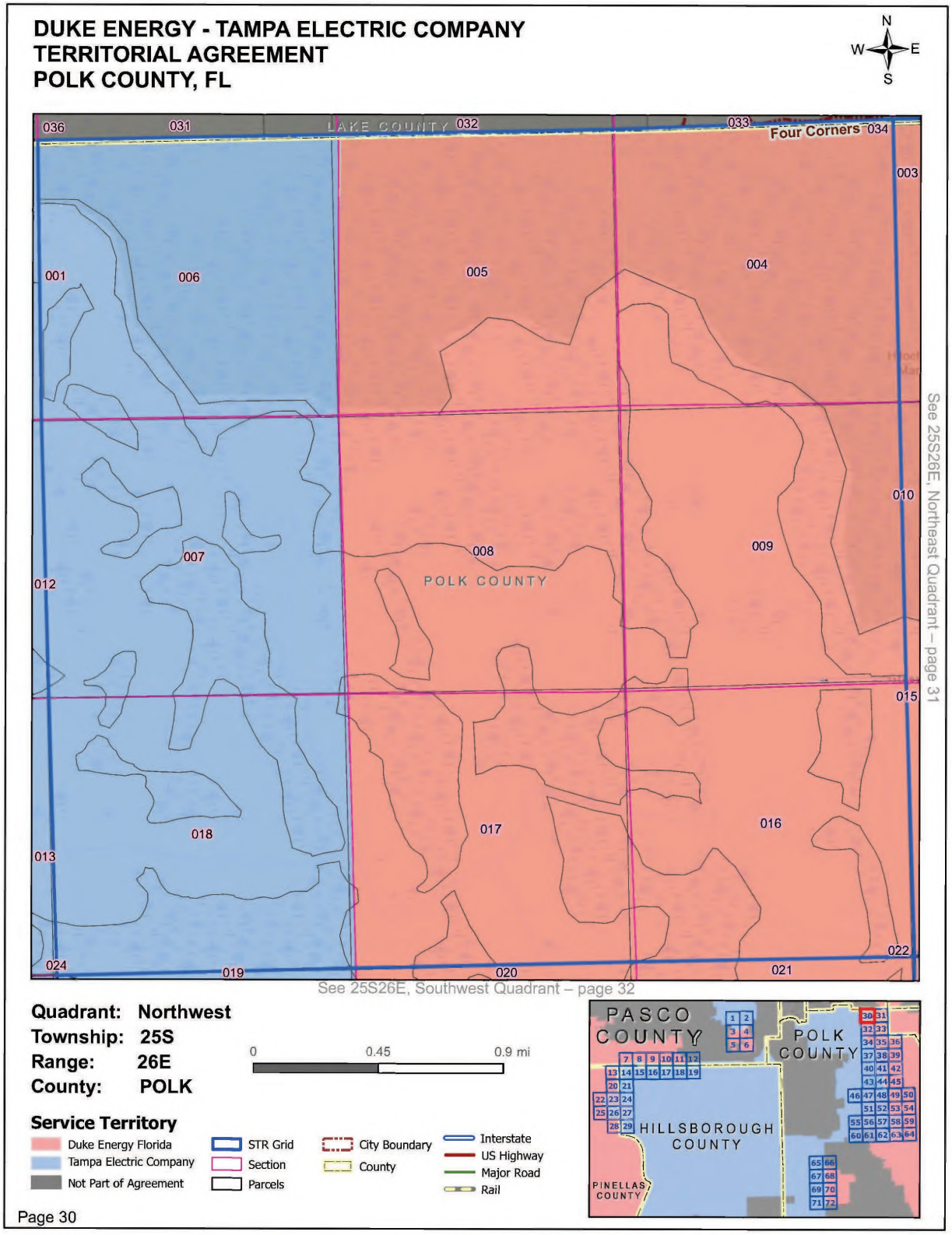
1 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 29


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
W
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LAKE COUNTY
Four Corners
POLK COUNTY
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016
013
024
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022
See 25S26E, Northeast Quadrant – page 31
See 25S26E, Southwest Quadrant – page 32
Quadrant: Northwest
Township: 25S
Range: 26E
County: POLK
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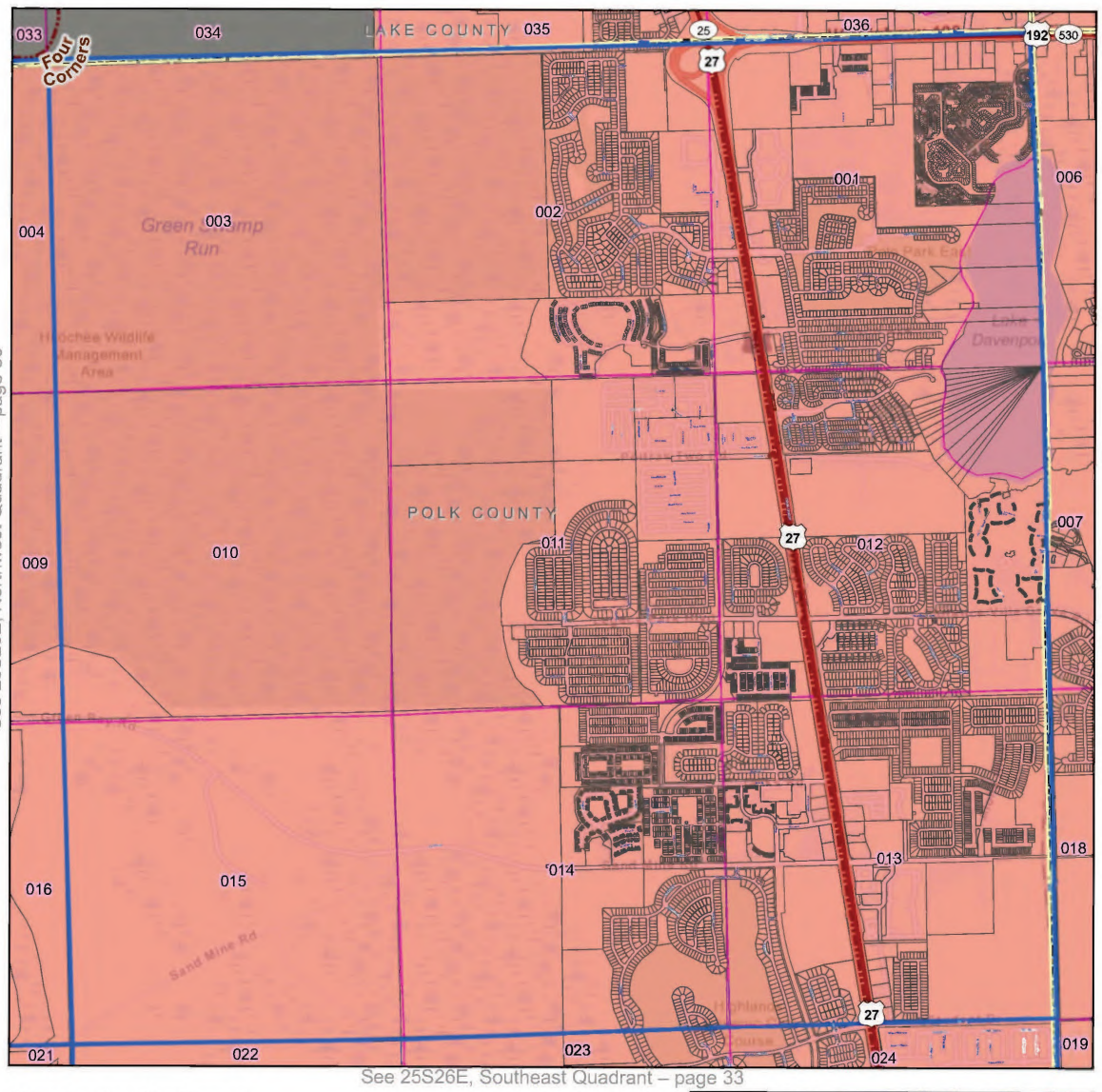
0.45
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 30

DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL

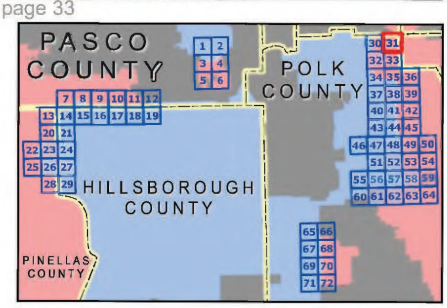


Quadrant: Northeast
Township: 25S
Range: 26E
County: POLK

0 0.5 1 mi

Service Territory

- Duke Energy Florida
- Tampa Electric Company
- Not Part of Agreement
- STR Grid
- Section
- Parcels
- City Boundary
- County
- Interstate
- US Highway
- Major Road
- Rail



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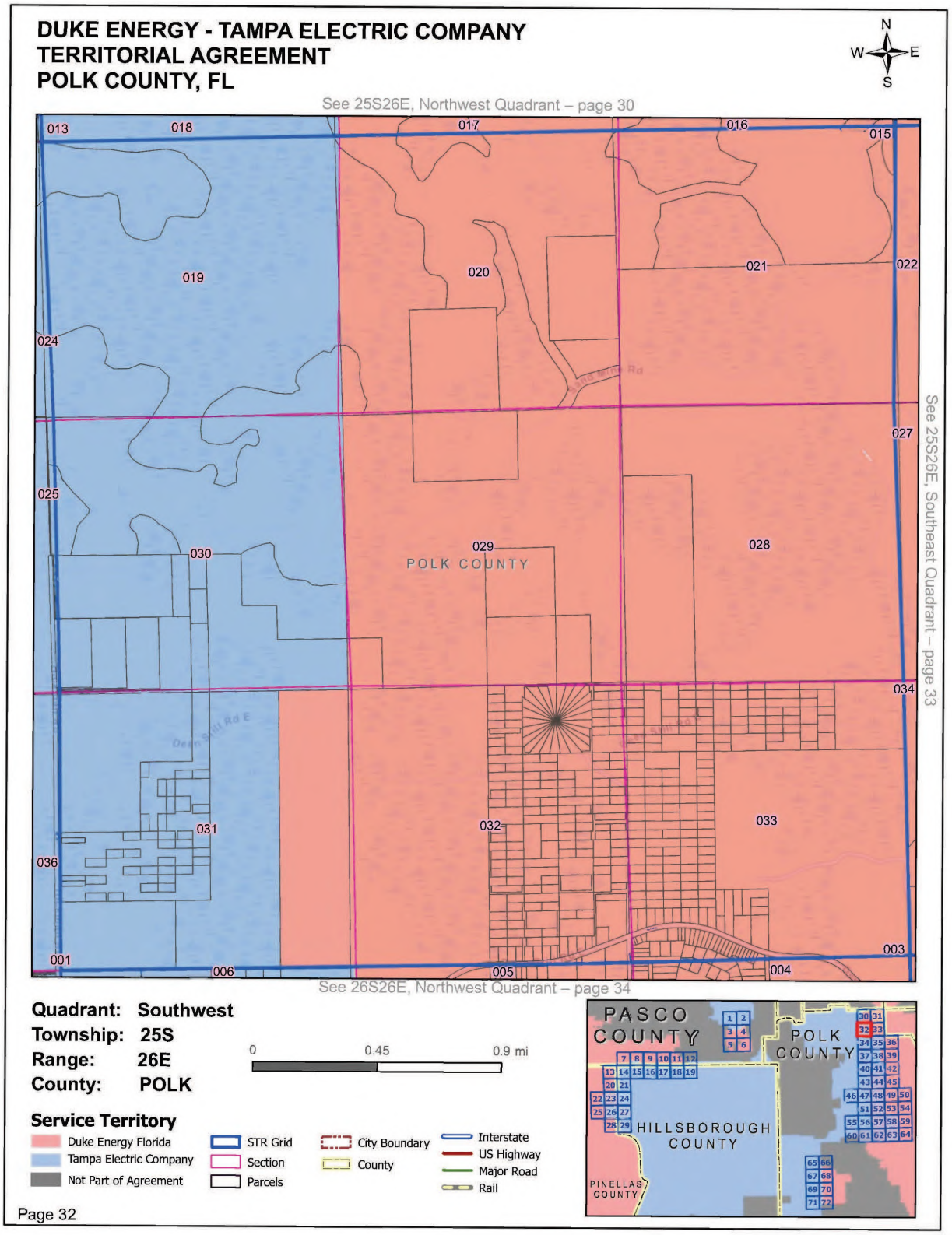
DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
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See 25S26E, Northwest Quadrant – page 30
See 25S26E, Southeast Quadrant – page 33
See 26S26E, Northwest Quadrant – page 34
POLK COUNTY
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016
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Quadrant: Southwest
Township: 25S
Range: 26E
County: POLK
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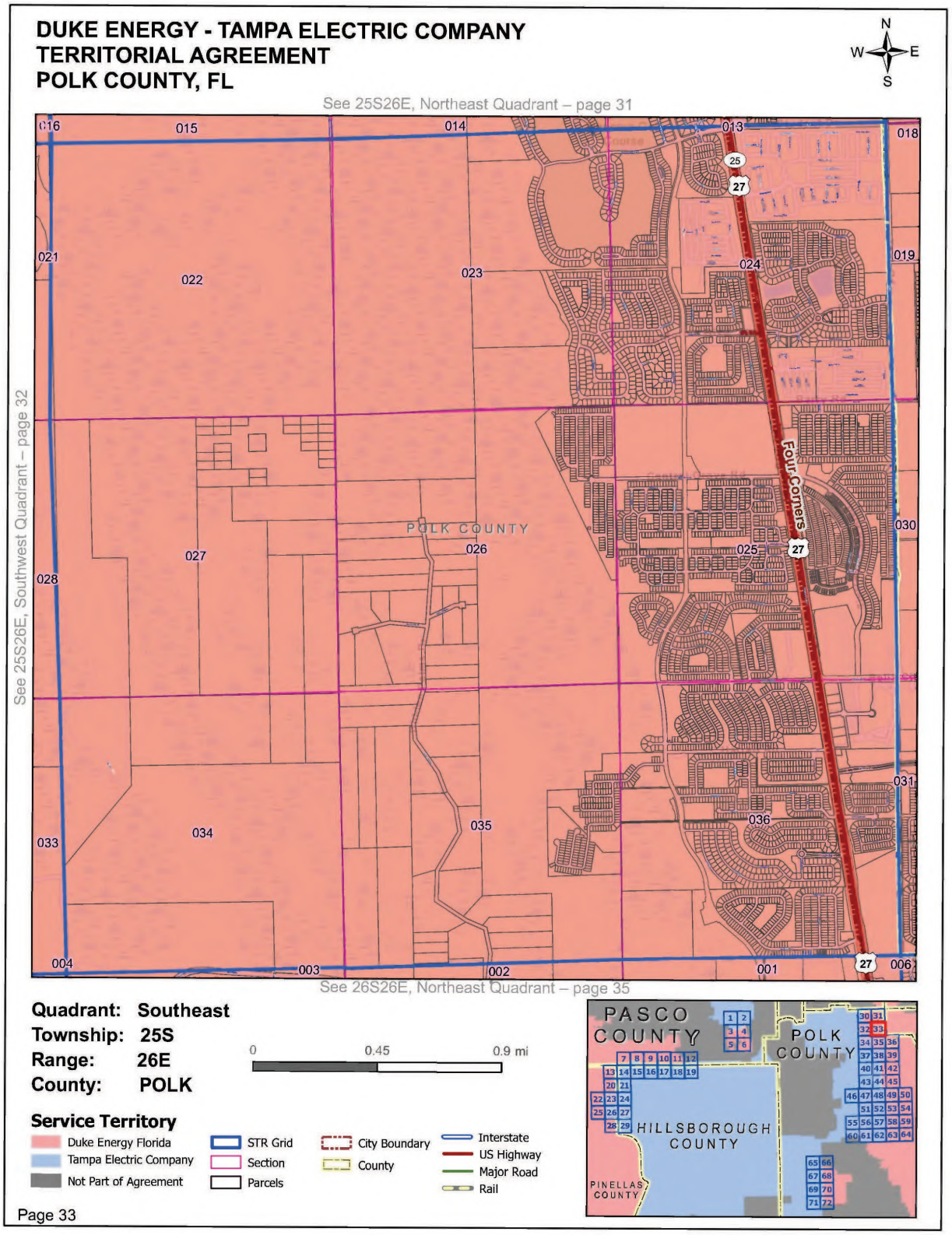
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 32


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
W
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S
See 25S26E, Northeast Quadrant – page 31
See 25S26E, Southwest Quadrant – page 32
See 26S26E, Northeast Quadrant – page 35
POLK COUNTY
Four Corners
016
015
014
013
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022
023
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026
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033
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Quadrant: Southeast
Township: 25S
Range: 26E
County: POLK
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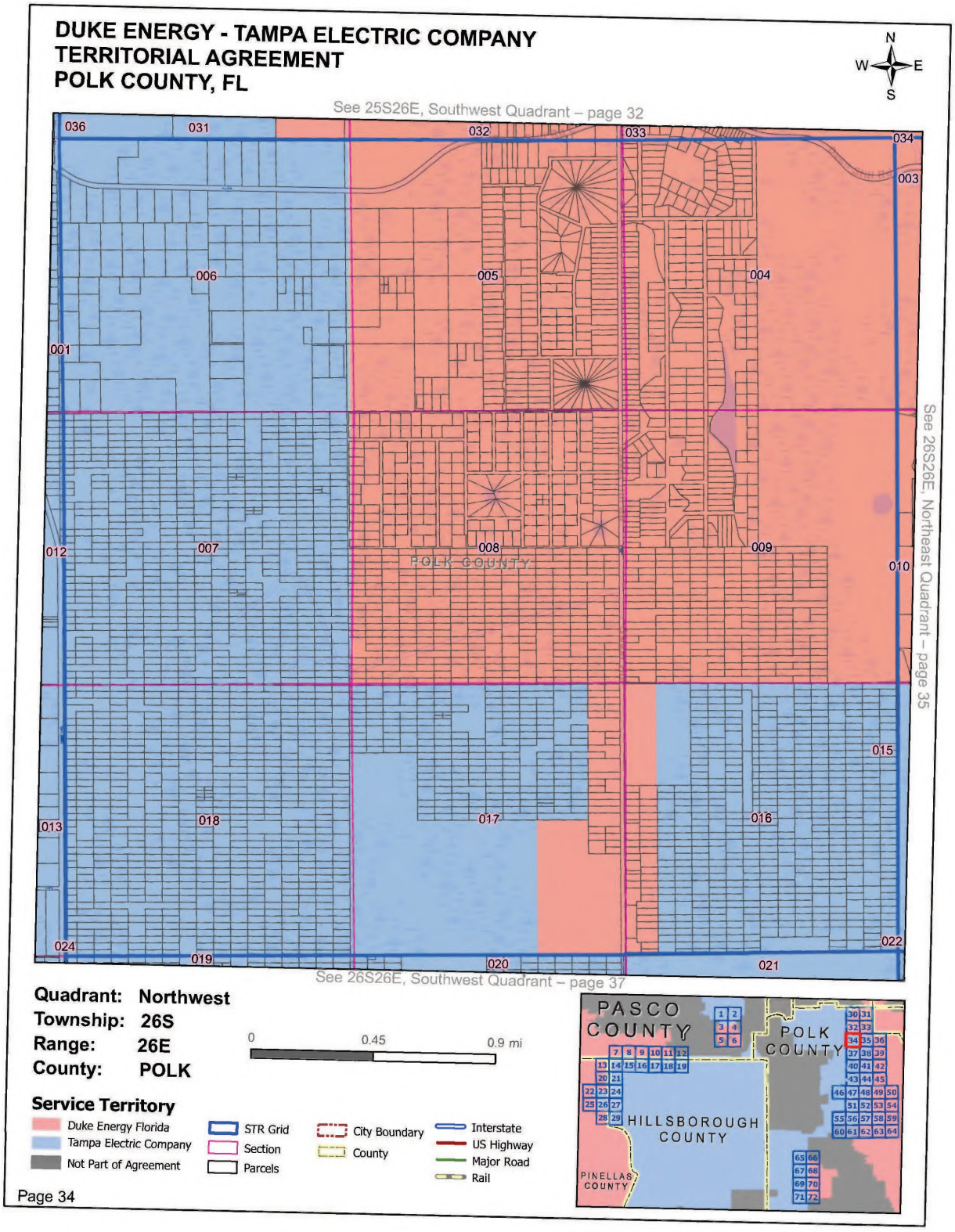
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 33


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 25S26E, Southwest Quadrant – page 32
See 26S26E, Northeast Quadrant – page 35
See 26S26E, Southwest Quadrant – page 37
POLK COUNTY
036
031
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034
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Quadrant: Northwest
Township: 26S
Range: 26E
County: POLK
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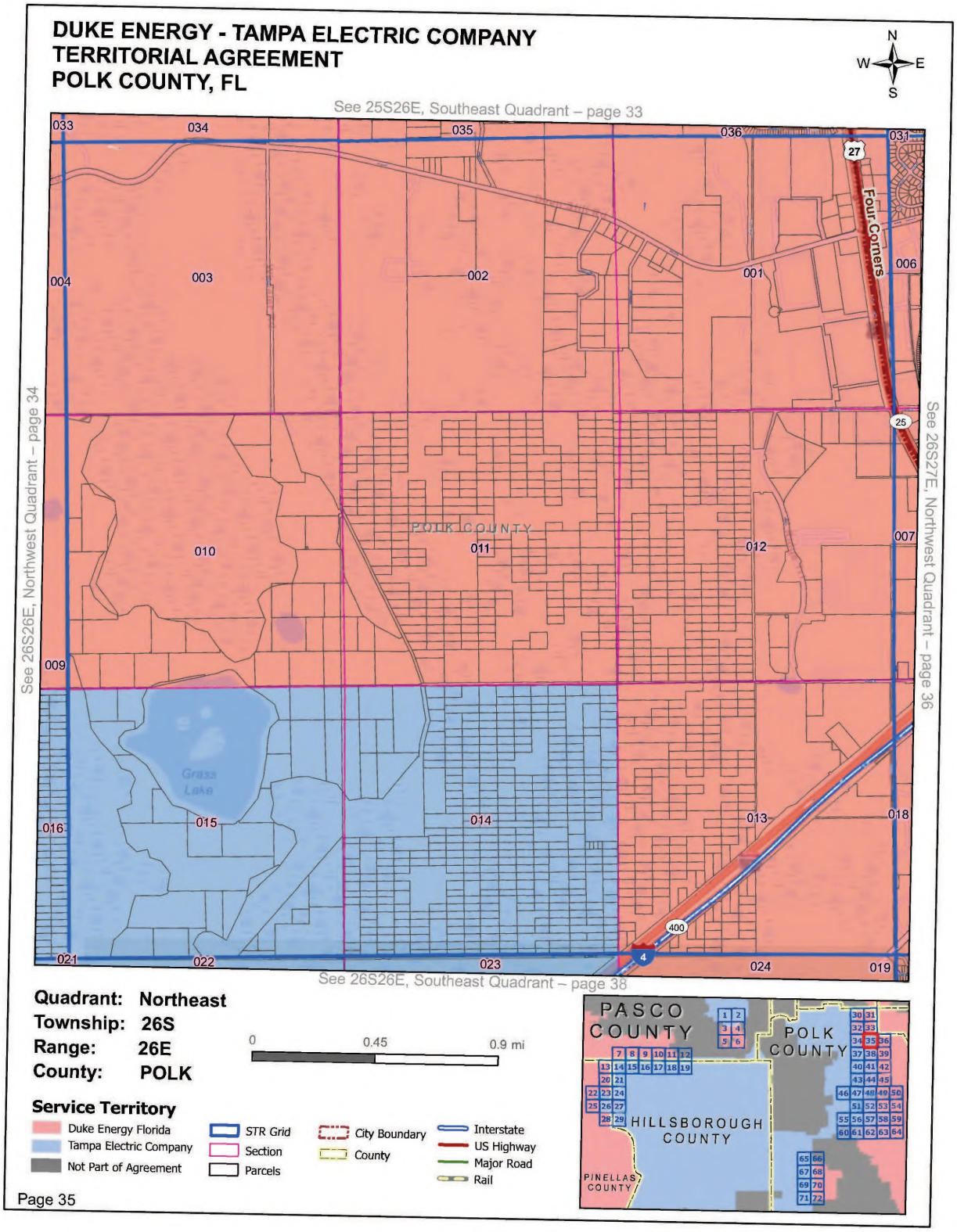
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 34


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 25S26E, Southeast Quadrant – page 33
See 26S26E, Northwest Quadrant – page 34
See 26S27E, Northwest Quadrant – page 36
See 26S26E, Southeast Quadrant – page 38
Four Corners
POLK COUNTY
Grass Lake
033
034
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036
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011
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Quadrant: Northeast
Township: 26S
Range: 26E
County: POLK
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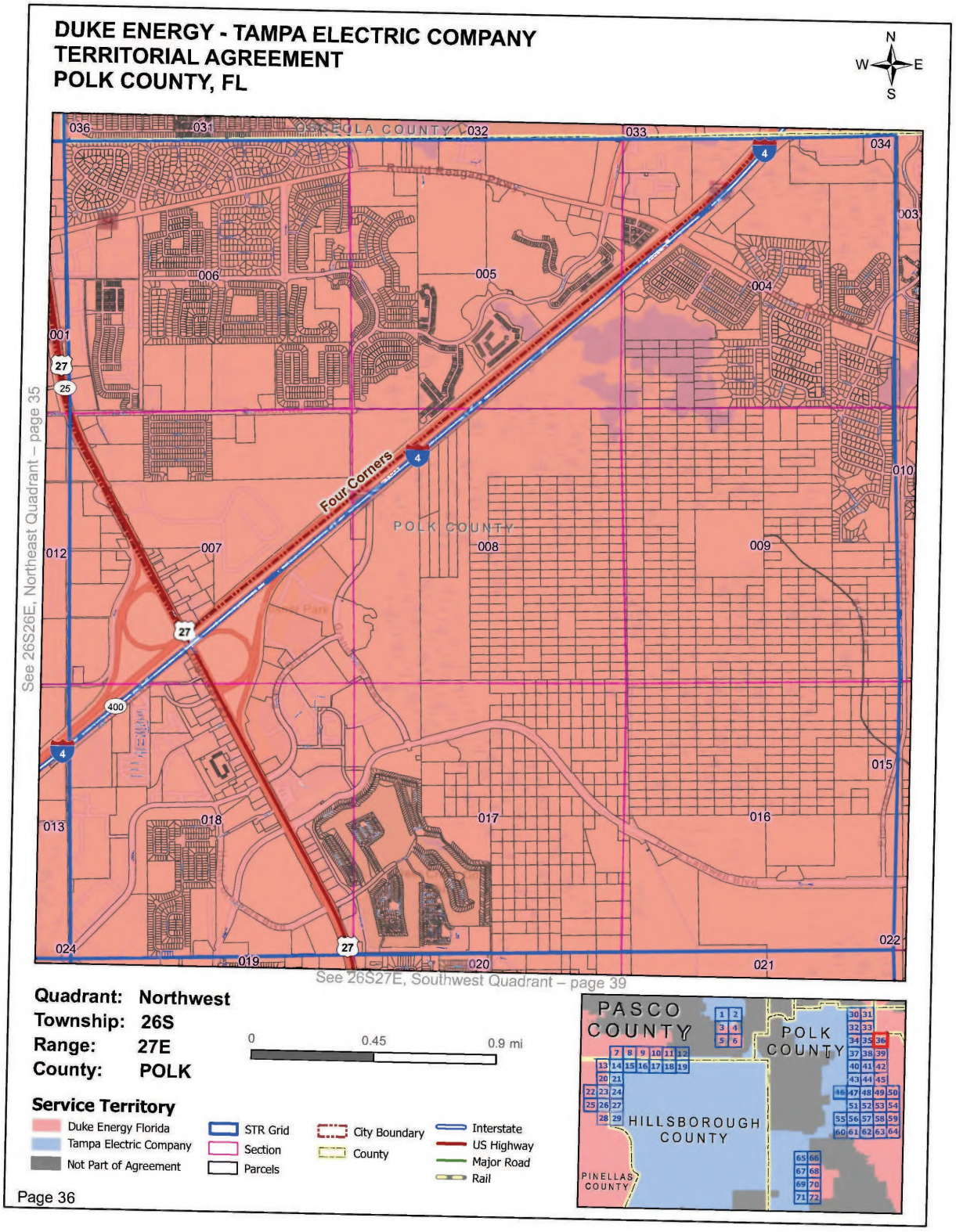
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 35


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
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POLK COUNTY
Four Corners
See 26S26E, Northeast Quadrant – page 35
See 26S27E, Southwest Quadrant – page 39
Quadrant: Northwest
Township: 26S
Range: 27E
County: POLK
0
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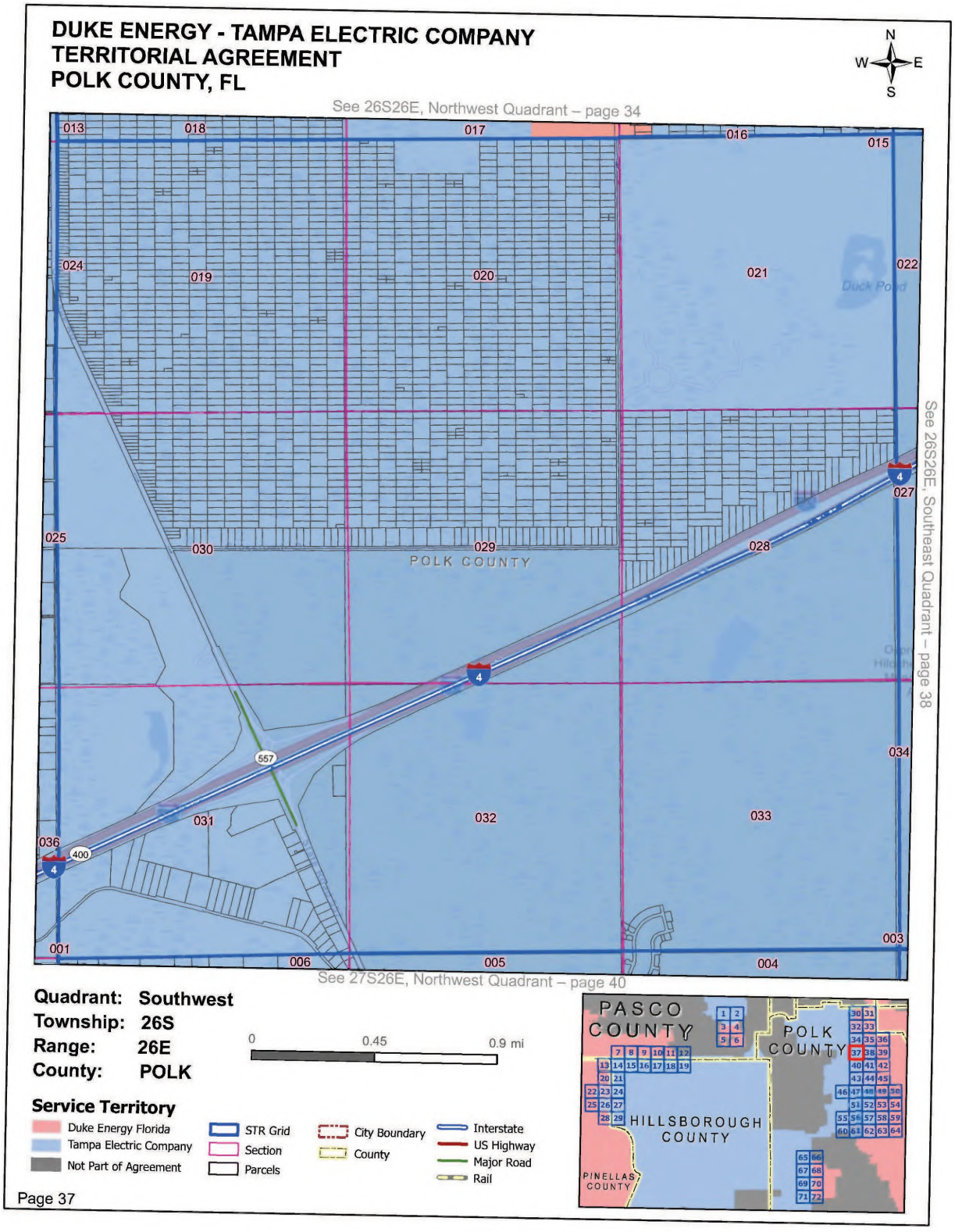
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 36


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
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S
See 26S26E, Northwest Quadrant – page 34
See 26S26E, Southeast Quadrant – page 38
See 27S26E, Northwest Quadrant – page 40
013
018
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025
030
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027
POLK COUNTY
031
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557
400
Quadrant: Southwest
Township: 26S
Range: 26E
County: POLK
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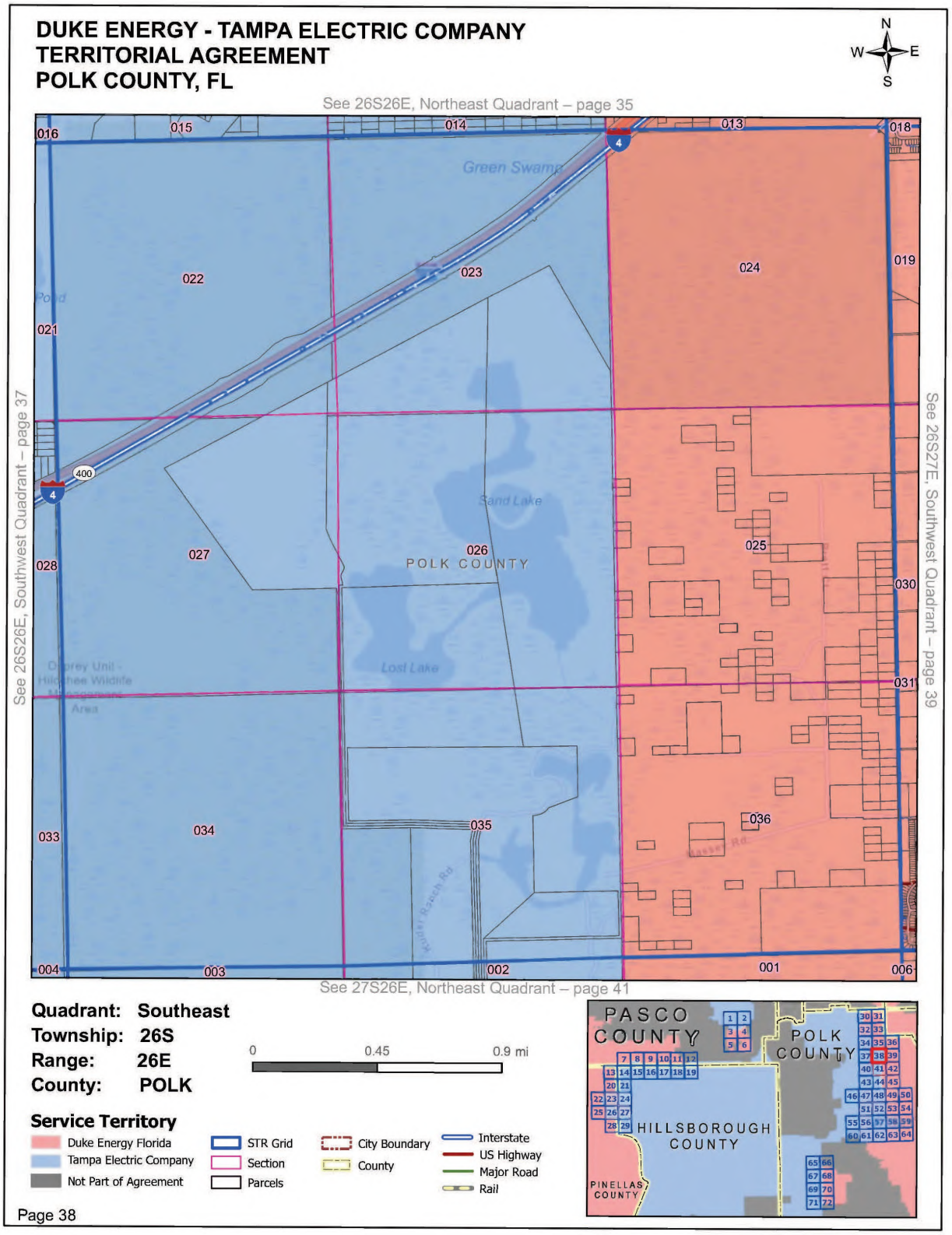
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 37


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 26S26E, Northeast Quadrant – page 35
See 26S26E, Southwest Quadrant – page 37
See 26S27E, Southwest Quadrant – page 39
See 27S26E, Northeast Quadrant – page 41
Green Swamp
Sand Lake
Lost Lake
POLK COUNTY
016
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018
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400
Quadrant: Southeast
Township: 26S
Range: 26E
County: POLK
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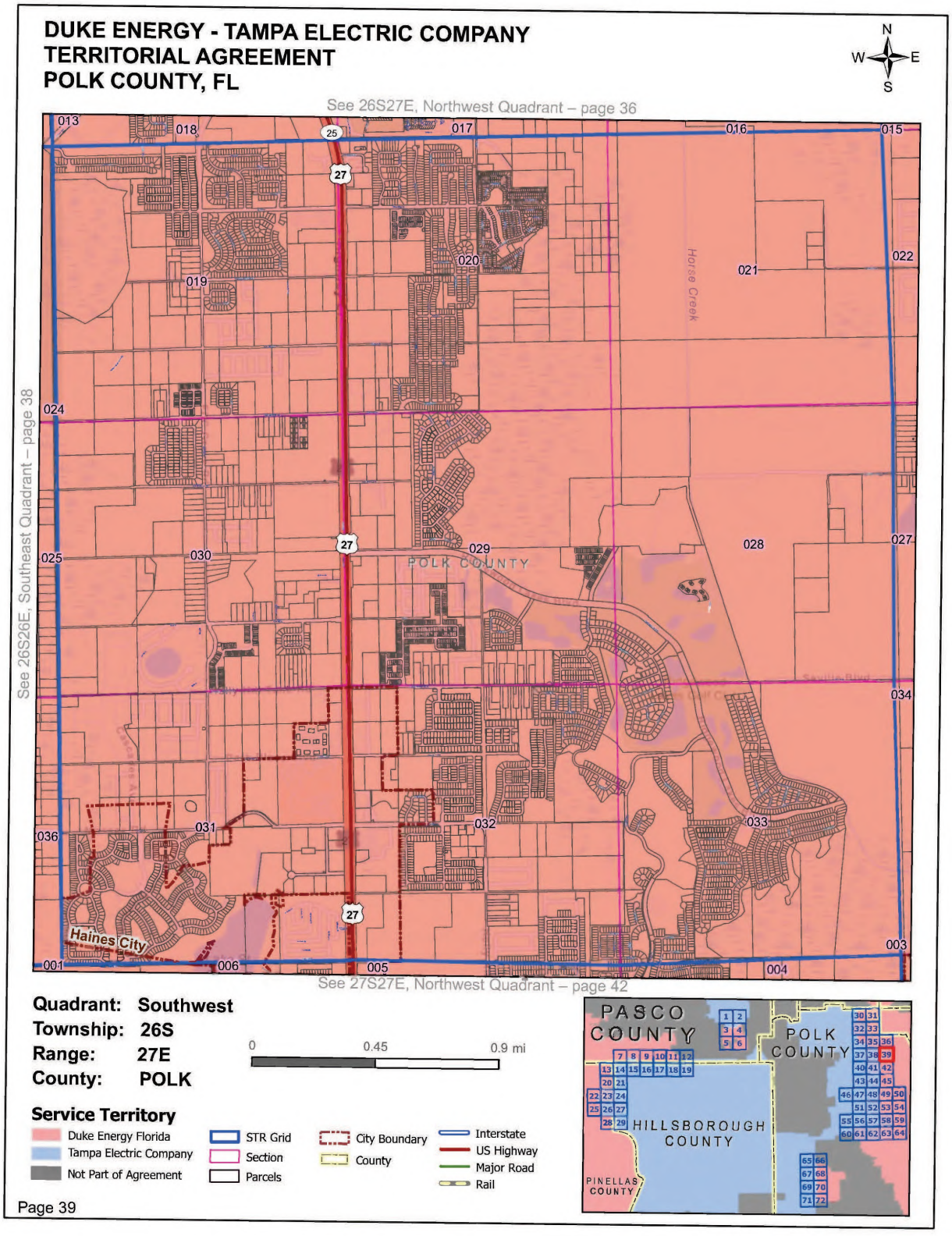
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 38


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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W
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See 26S27E, Northwest Quadrant – page 36
See 26S26E, Southeast Quadrant – page 38
See 27S27E, Northwest Quadrant – page 42
POLK COUNTY
Horse Creek
Haines City
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036
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Quadrant: Southwest
Township: 26S
Range: 27E
County: POLK
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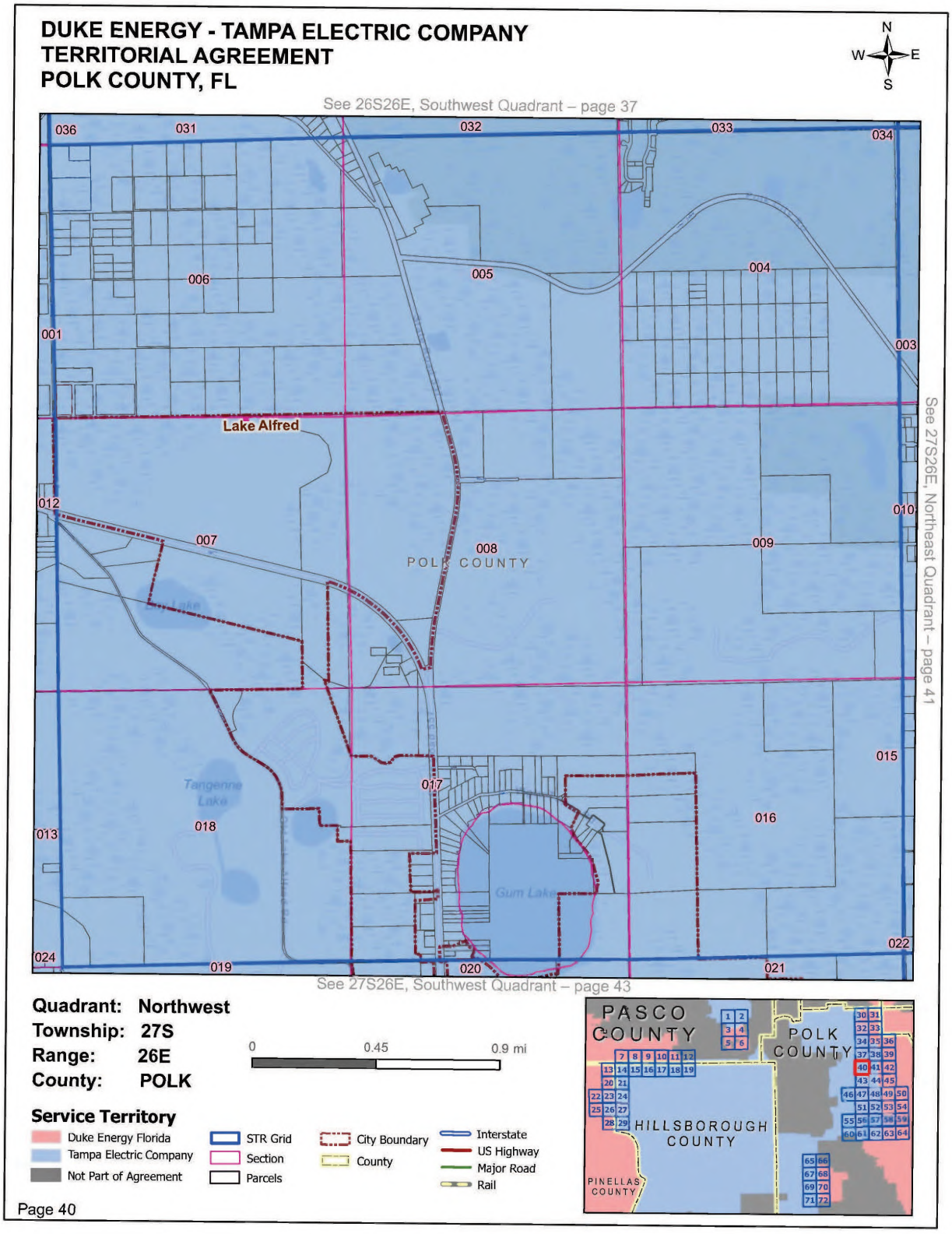
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 39


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
W
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S
See 26S26E, Southwest Quadrant – page 37
See 27S26E, Northeast Quadrant – page 41
See 27S26E, Southwest Quadrant – page 43
Lake Alfred
POLK COUNTY
Tangerine Lake
Gum Lake
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031
032
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Quadrant: Northwest
Township: 27S
Range: 26E
County: POLK
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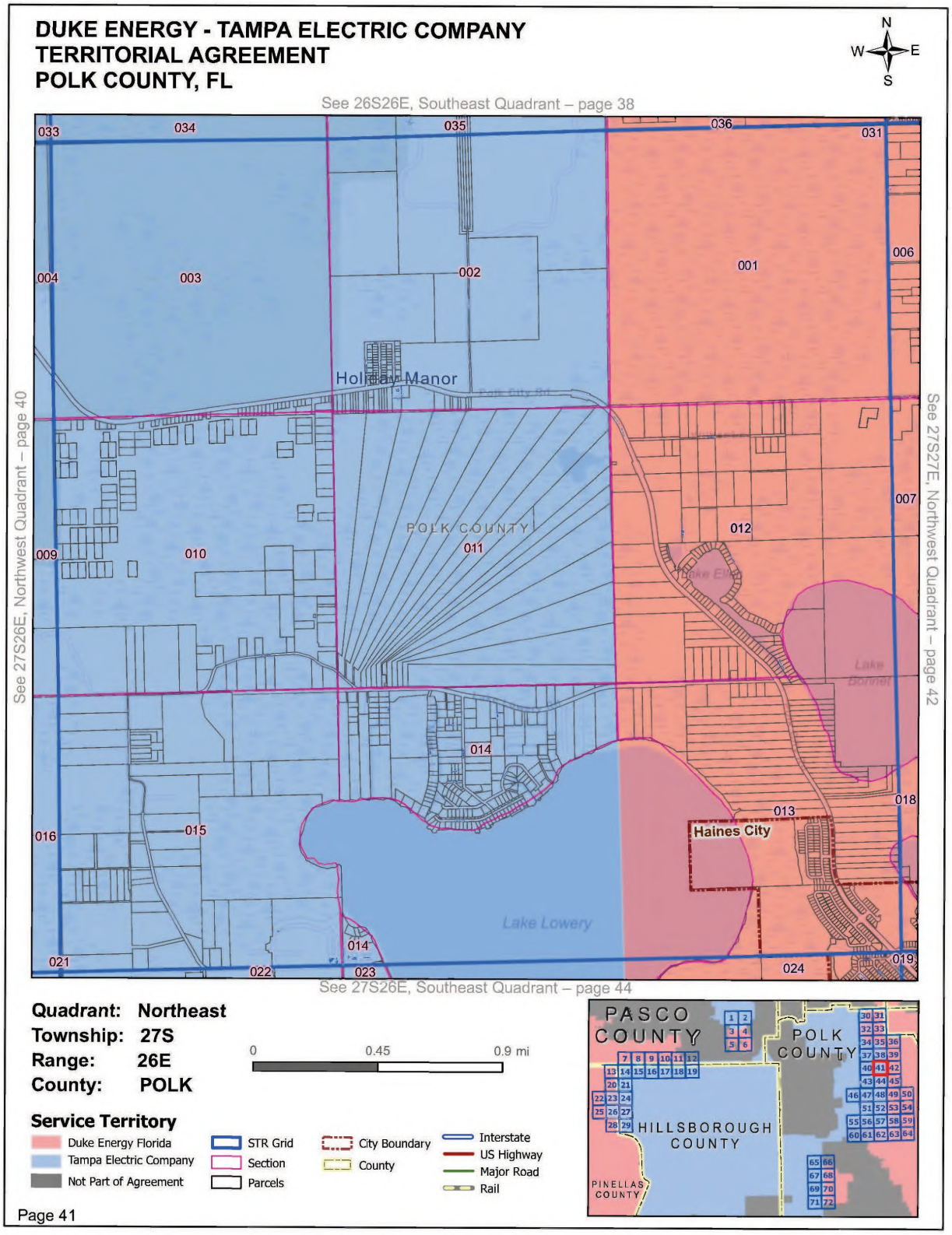
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY

Page 40


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
W
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See 26S26E, Southeast Quadrant – page 38
See 27S26E, Northwest Quadrant – page 40
See 27S27E, Northwest Quadrant – page 42
See 27S26E, Southeast Quadrant – page 44
033
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036
031
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Holiday Manor
POLK COUNTY
Haines City
Lake Lowery
Quadrant: Northeast
Township: 27S
Range: 26E
County: POLK
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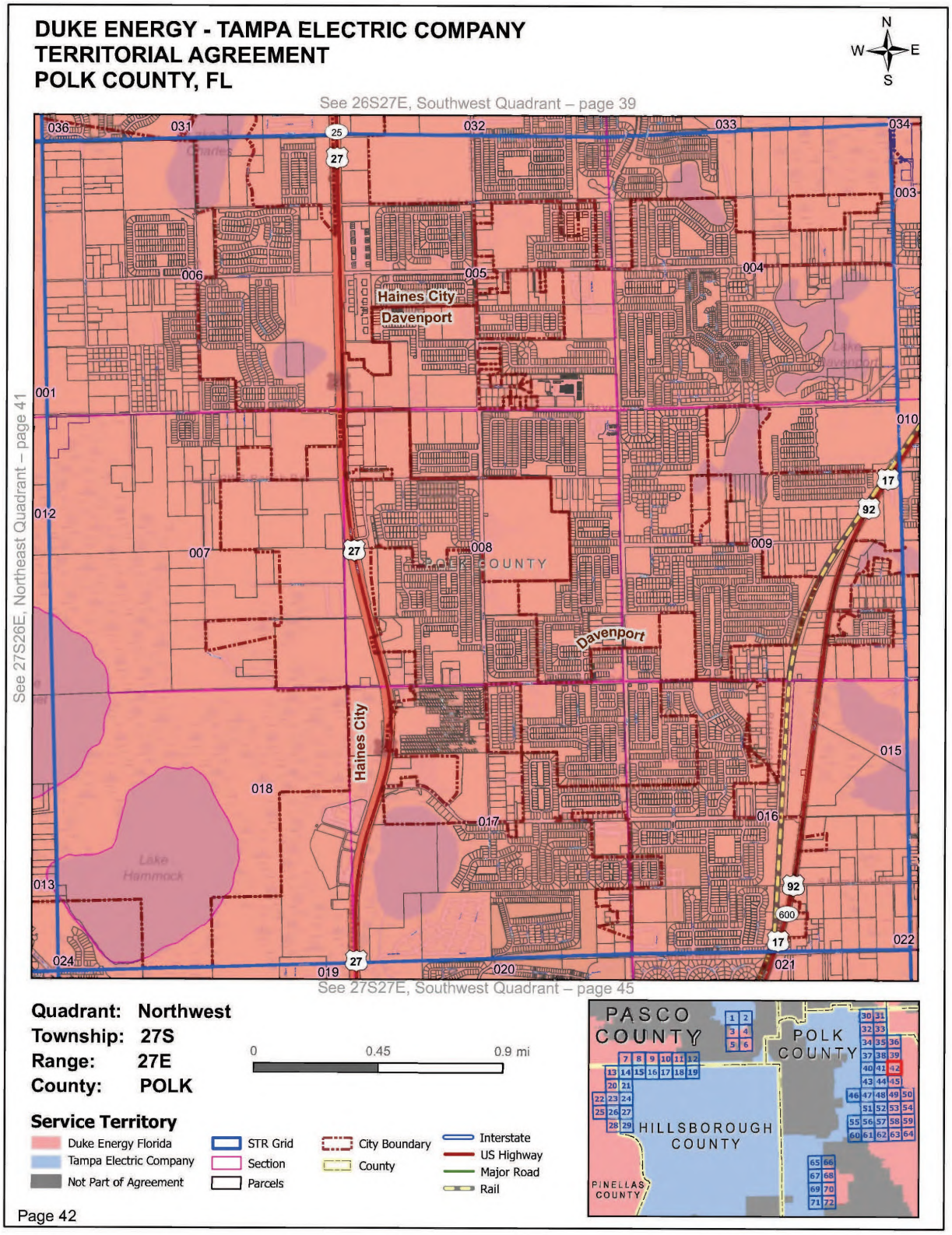
0.45
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 41


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
W
E
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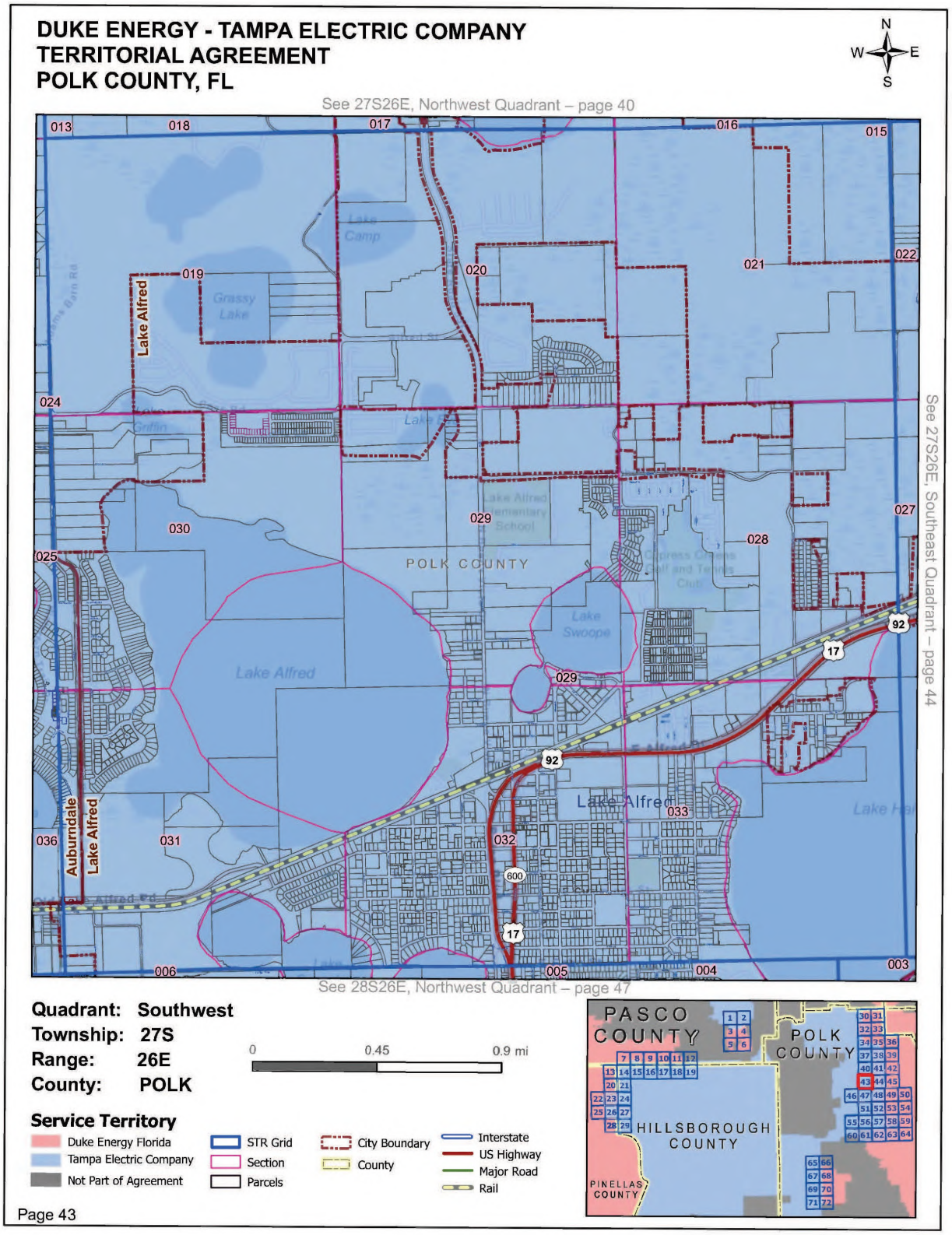
See 26S27E, Southwest Quadrant – page 39
See 27S26E, Northeast Quadrant – page 41
See 27S27E, Southwest Quadrant – page 45
Haines City
Davenport
POLK COUNTY
Lake Hammock
Quadrant: Northwest
Township: 27S
Range: 27E
County: POLK
0
0.45
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 42


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
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See 27S26E, Northwest Quadrant – page 40
See 27S26E, Southeast Quadrant – page 44
See 28S26E, Northwest Quadrant – page 47
POLK COUNTY
Lake Alfred
Auburndale
Lake Alfred
Lake Camp
Grassy Lake
Lake Swoope
Lake Alfred Elementary School
Cypress Creeks Golf and Tennis Club
013
018
017
016
015
019
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021
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006
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92
17
600
Quadrant: Southwest
Township: 27S
Range: 26E
County: POLK
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0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY

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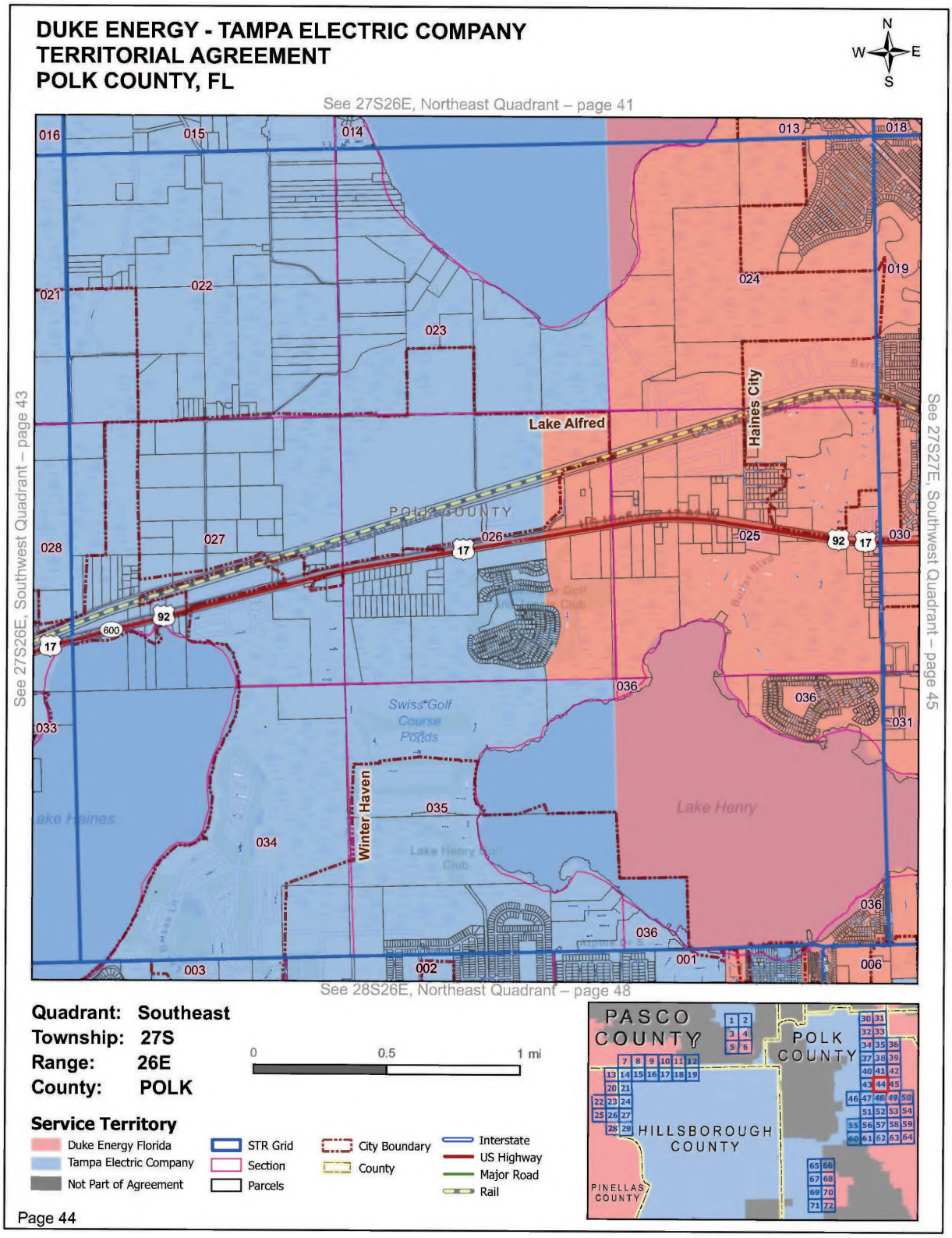
DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
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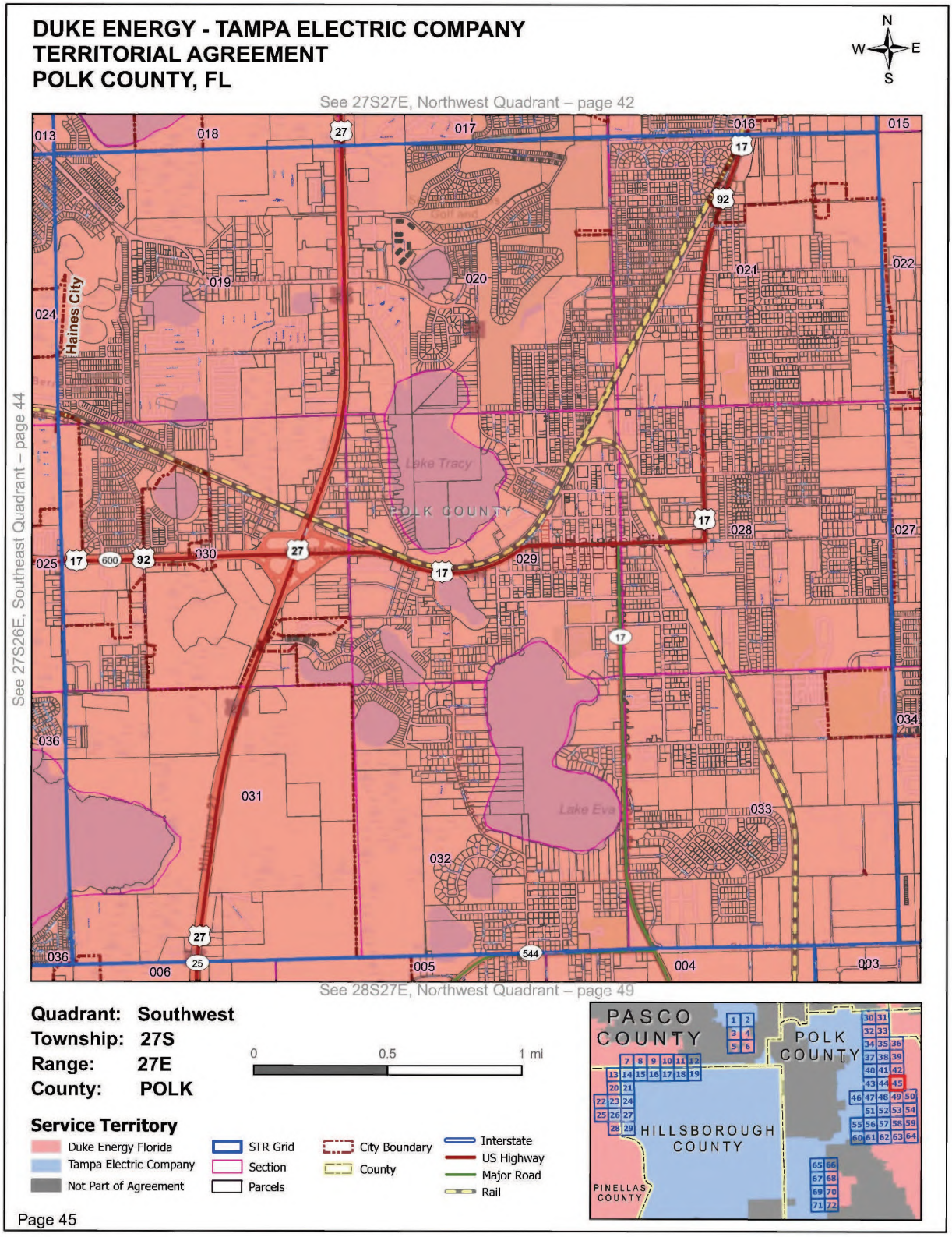
See 27S26E, Northeast Quadrant – page 41
See 27S26E, Southwest Quadrant – page 43
See 27S27E, Southwest Quadrant – page 45
See 28S26E, Northeast Quadrant – page 48
Lake Alfred
Haines City
Winter Haven
Lake Henry
Swiss Golf Course Ponds
POLK COUNTY
Quadrant: Southeast
Township: 27S
Range: 26E
County: POLK
0
0.5
1 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 44


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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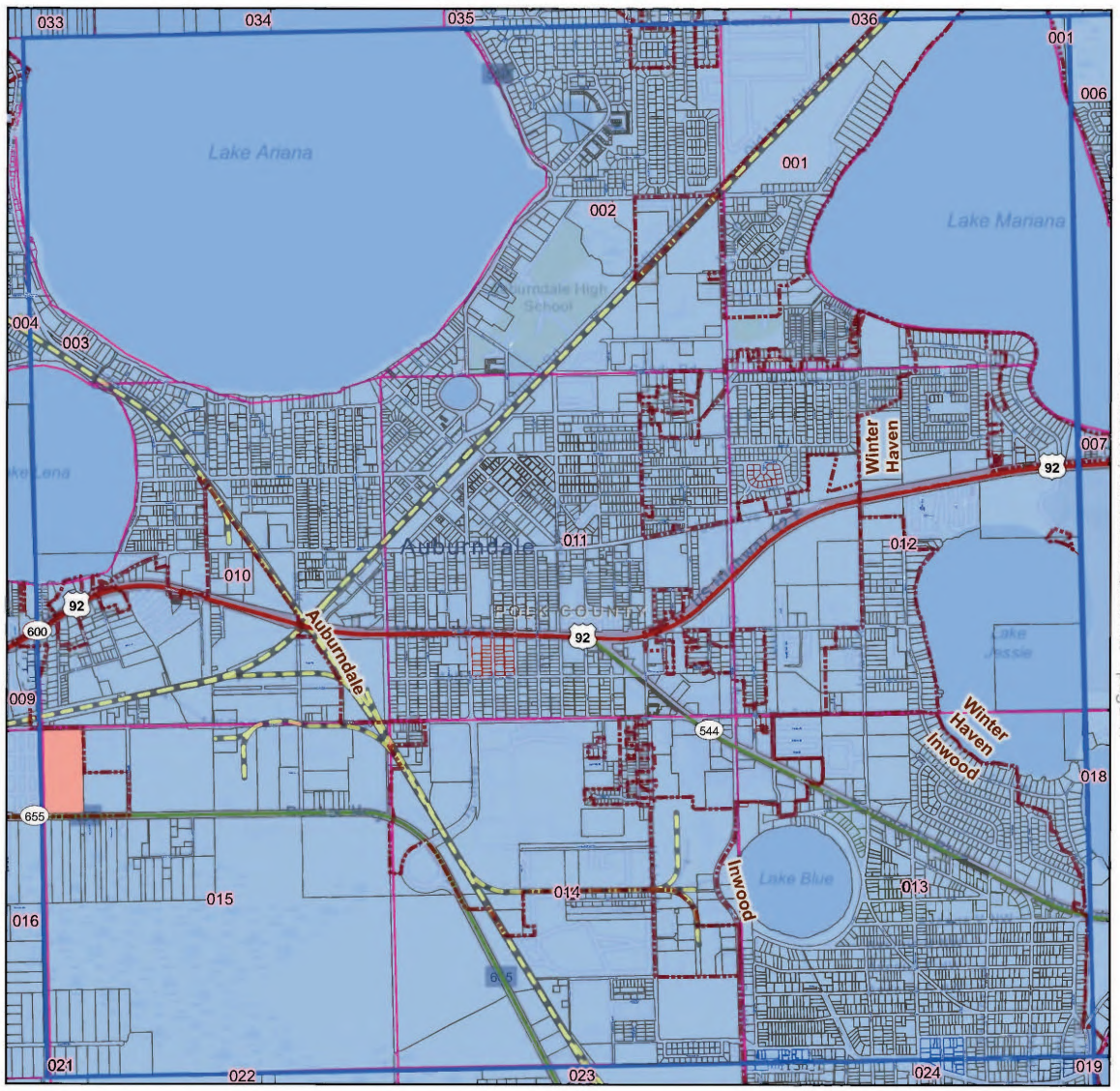
See 27S27E, Northwest Quadrant – page 42
See 27S26E, Southeast Quadrant – page 44
See 28S27E, Northwest Quadrant – page 49
Haines City
Lake Tracy
Lake Eva
POLK COUNTY
Quadrant: Southwest
Township: 27S
Range: 27E
County: POLK
0
0.5
1 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 45

DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL

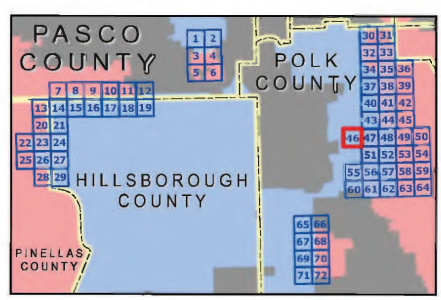


Quadrant: Northeast
Township: 28S
Range: 26E
County: POLK

0 0.45 0.9 mi

Service Territory

- Duke Energy Florida
- Tampa Electric Company
- Not Part of Agreement
- STR Grid
- Section
- Parcels
- City Boundary
- County
- Interstate
- US Highway
- Major Road
- Rail



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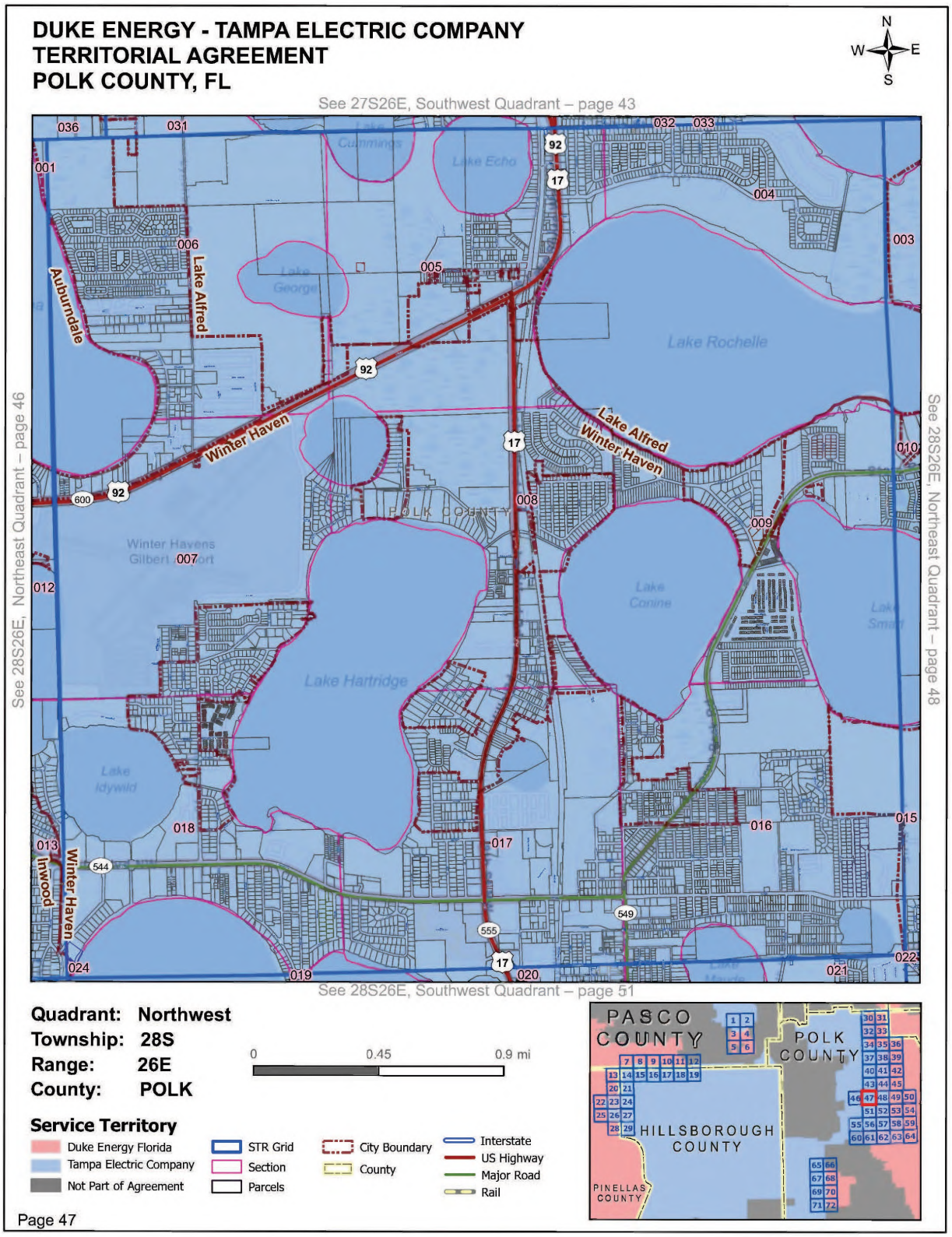
DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 27S26E, Southwest Quadrant – page 43
See 28S26E, Northeast Quadrant – page 46
See 28S26E, Northeast Quadrant – page 48
See 28S26E, Southwest Quadrant – page 51
Lake Cummings
Lake Echo
Lake George
Lake Rochelle
Lake Alfred
Auburndale
Winter Haven
Winter Havens Gilbert Airport
Lake Hartridge
Lake Conine
Lake Smart
Lake Idywild
Inwood
POLK COUNTY
Quadrant: Northwest
Township: 28S
Range: 26E
County: POLK
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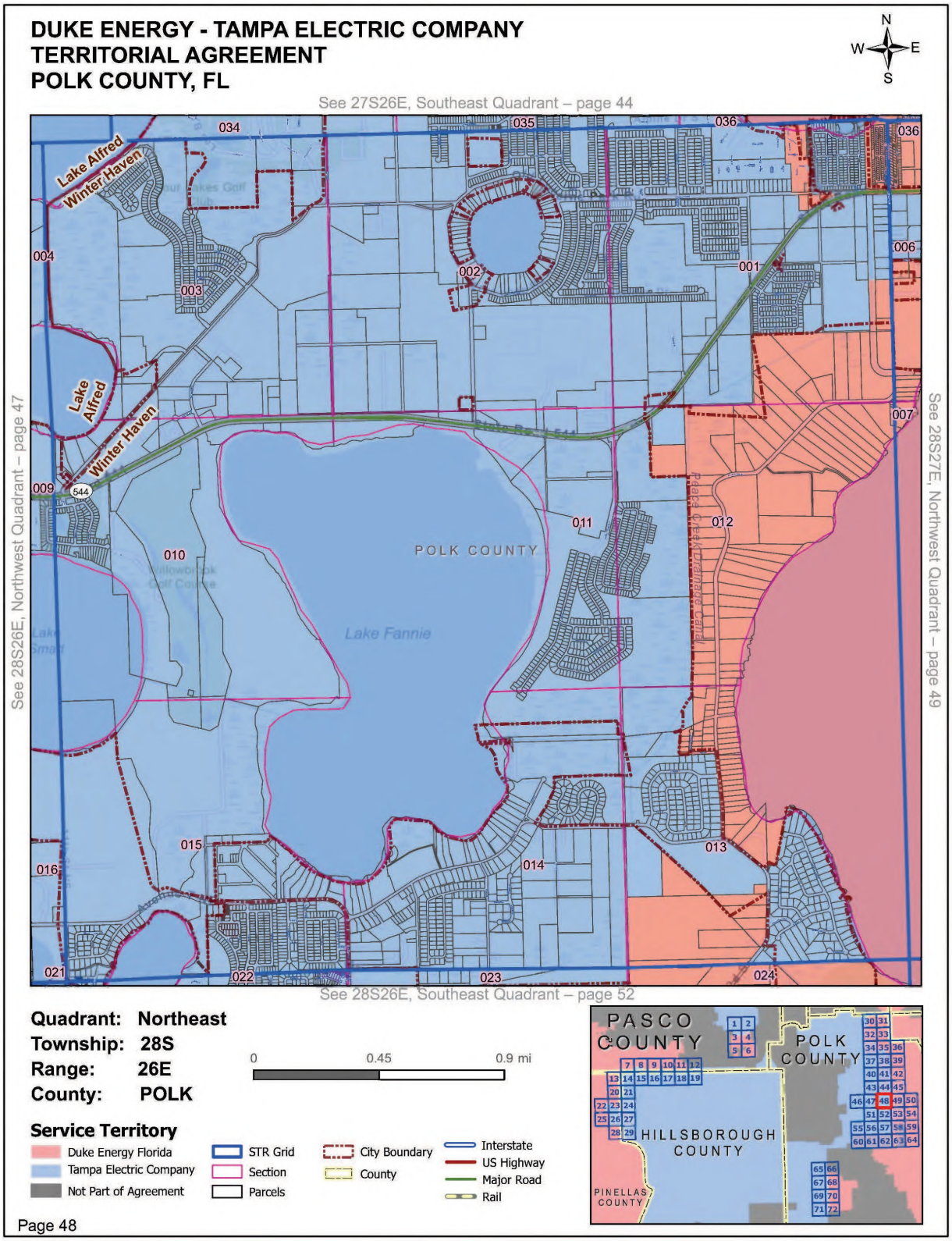
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 47


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 27S26E, Southeast Quadrant – page 44
See 28S26E, Northwest Quadrant – page 47
See 28S27E, Northwest Quadrant – page 49
See 28S26E, Southeast Quadrant – page 52
Lake Alfred
Winter Haven
Lake Alfred
Winter Haven
544
POLK COUNTY
Lake Fannie
Peace Creek Drainage Canal
034
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Quadrant: Northeast
Township: 28S
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STR Grid
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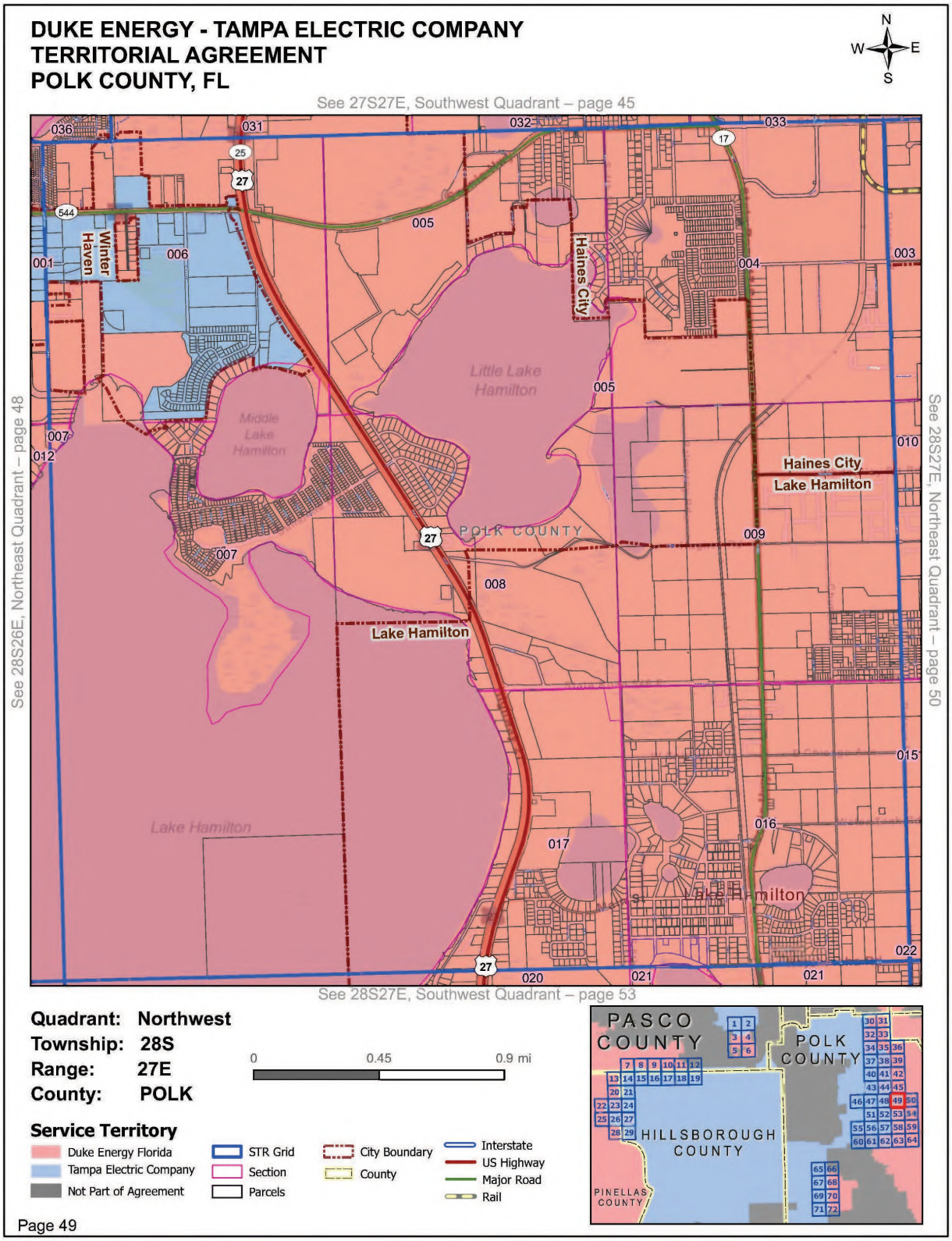
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY

Page 48


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 27S27E, Southwest Quadrant – page 45
See 28S26E, Northeast Quadrant – page 48
See 28S27E, Northeast Quadrant – page 50
See 28S27E, Southwest Quadrant – page 53
Winter Haven
Haines City
Little Lake Hamilton
Middle Lake Hamilton
Lake Hamilton
POLK COUNTY
Haines City
Lake Hamilton
Lake Hamilton
Lake Hamilton
Quadrant: Northwest
Township: 28S
Range: 27E
County: POLK
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Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
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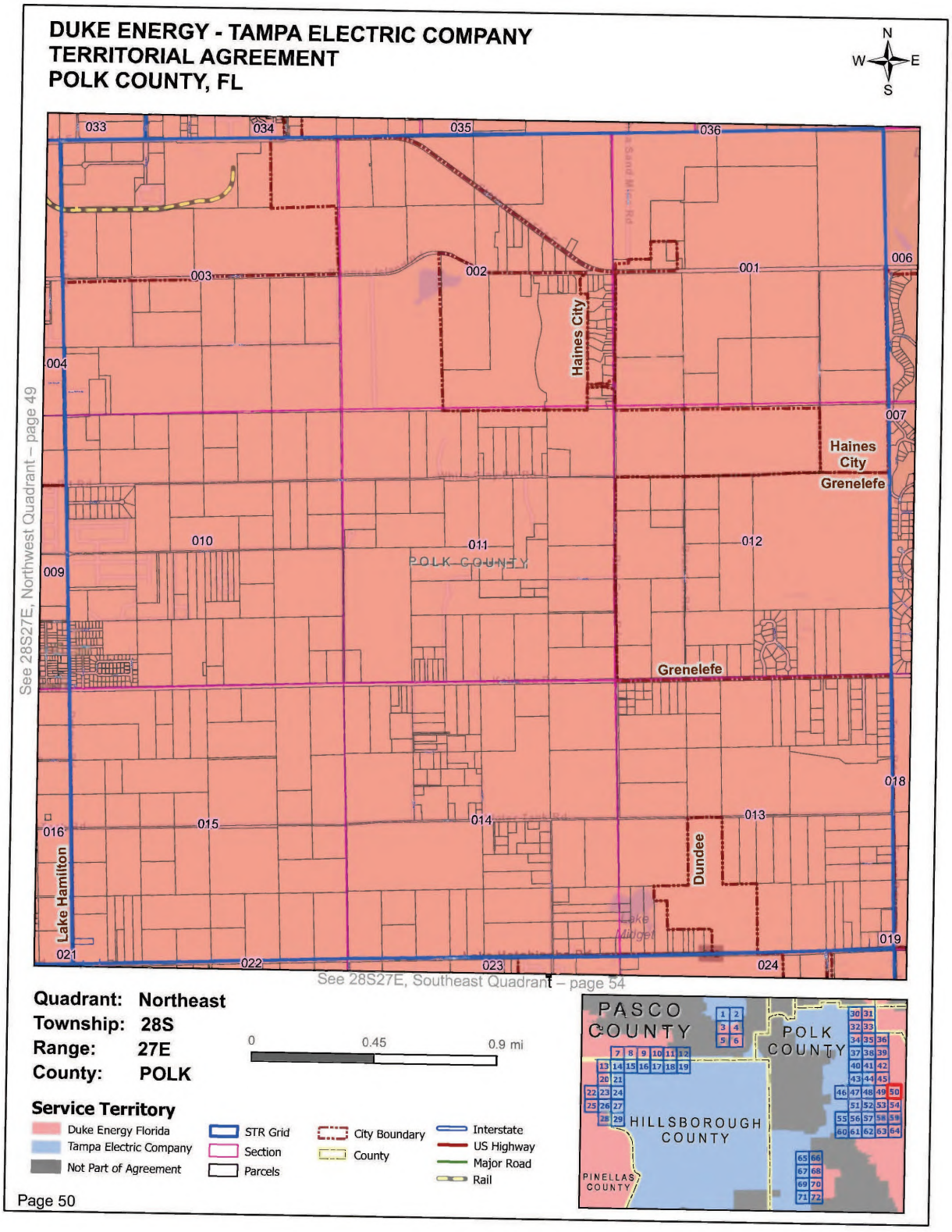
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 49


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
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Haines City
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POLK COUNTY
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Lake Hamilton
Dundee
See 28S27E, Northwest Quadrant – page 49
See 28S27E, Southeast Quadrant – page 54
Quadrant: Northeast
Township: 28S
Range: 27E
County: POLK
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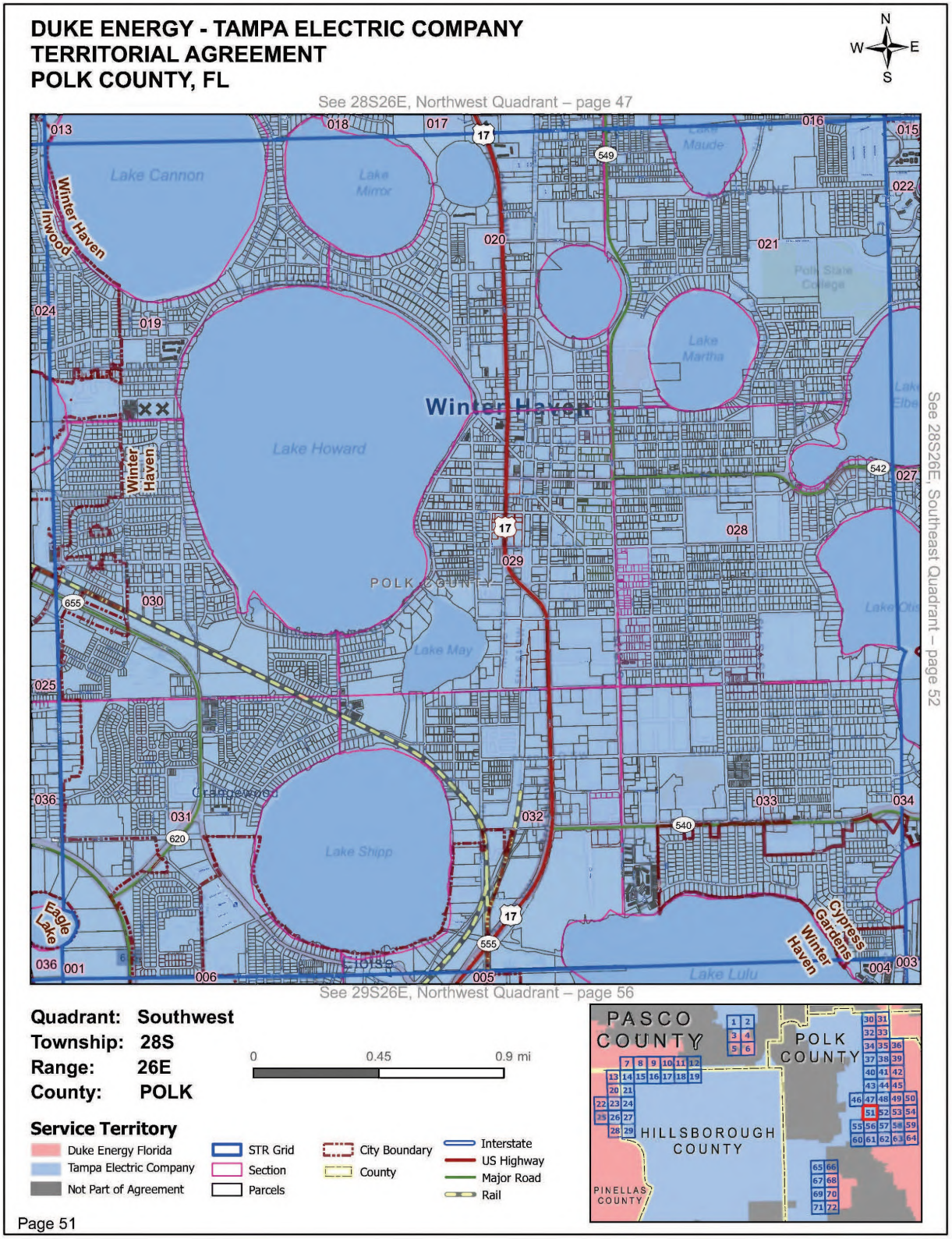
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 50

DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL



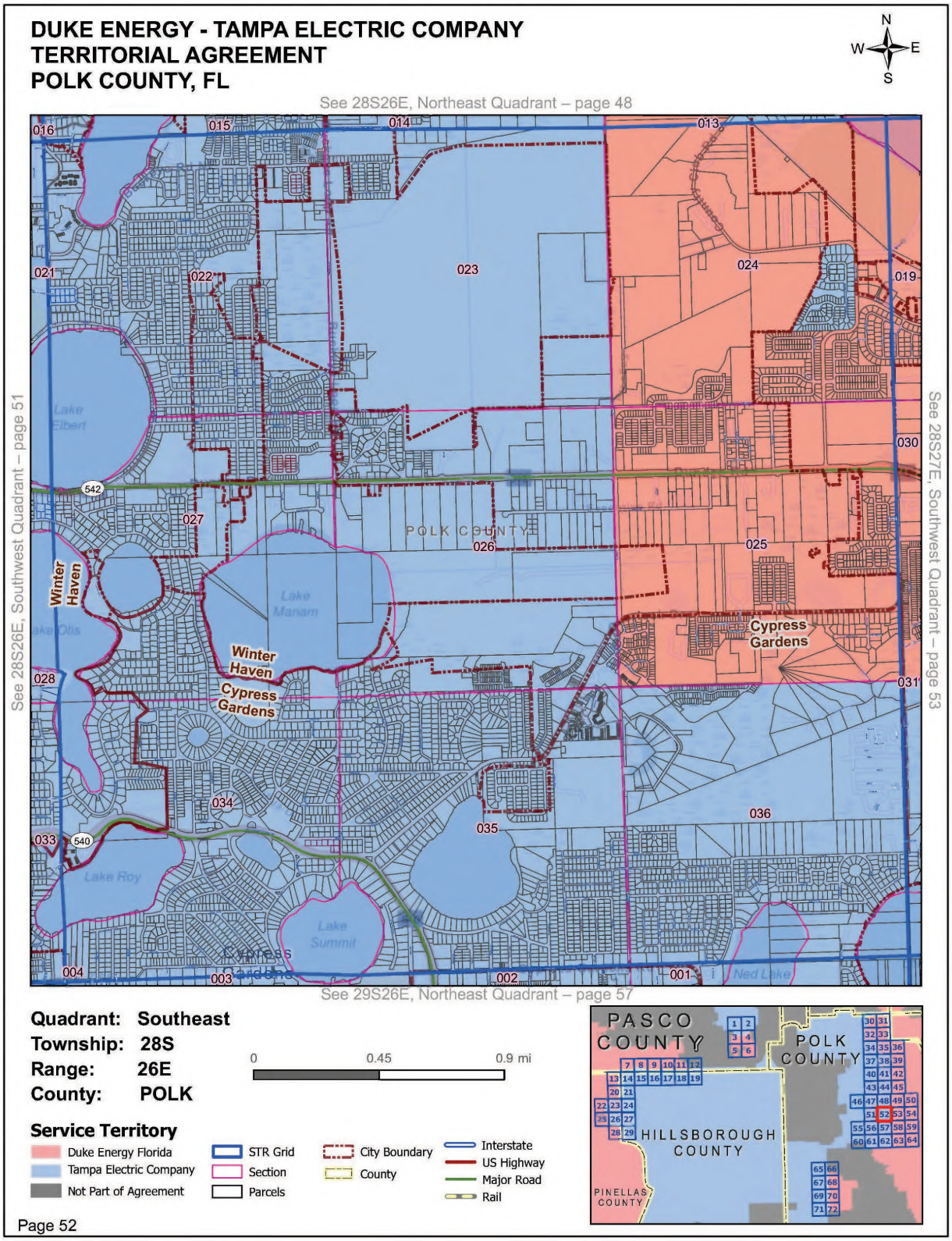
Quadrant: Southwest
Township: 28S
Range: 26E
County: POLK

0 0.45 0.9 mi

Service Territory

- Duke Energy Florida
- Tampa Electric Company
- Not Part of Agreement
- STR Grid
- Section
- Parcels
- City Boundary
- County
- Interstate
- US Highway
- Major Road
- Rail

Page 51


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 28S26E, Northeast Quadrant – page 48
See 28S26E, Southwest Quadrant – page 51
See 28S27E, Southwest Quadrant – page 53
See 29S26E, Northeast Quadrant – page 57
POLK COUNTY
Winter Haven
Cypress Gardens
Lake Elbert
Lake Marian
Lake Roy
Lake Summit
Ned Lake
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Quadrant: Southeast
Township: 28S
Range: 26E
County: POLK
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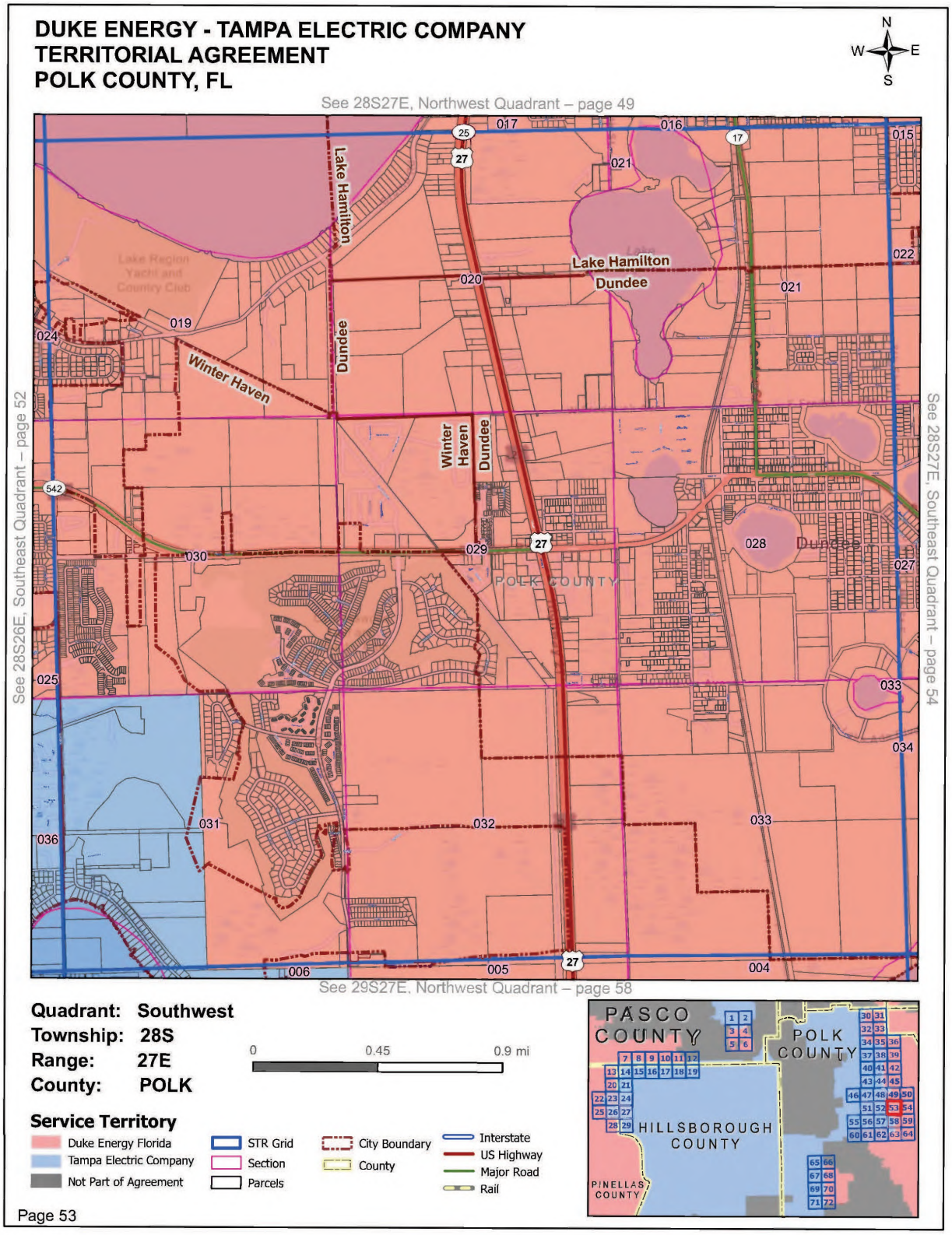
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 52


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
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See 28S27E, Northwest Quadrant – page 49
See 28S26E, Southeast Quadrant – page 52
See 28S27E, Southeast Quadrant – page 54
See 29S27E, Northwest Quadrant – page 58
Lake Hamilton
Dundee
Winter Haven
POLK COUNTY
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Quadrant: Southwest
Township: 28S
Range: 27E
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Service Territory
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STR Grid
Section
Parcels
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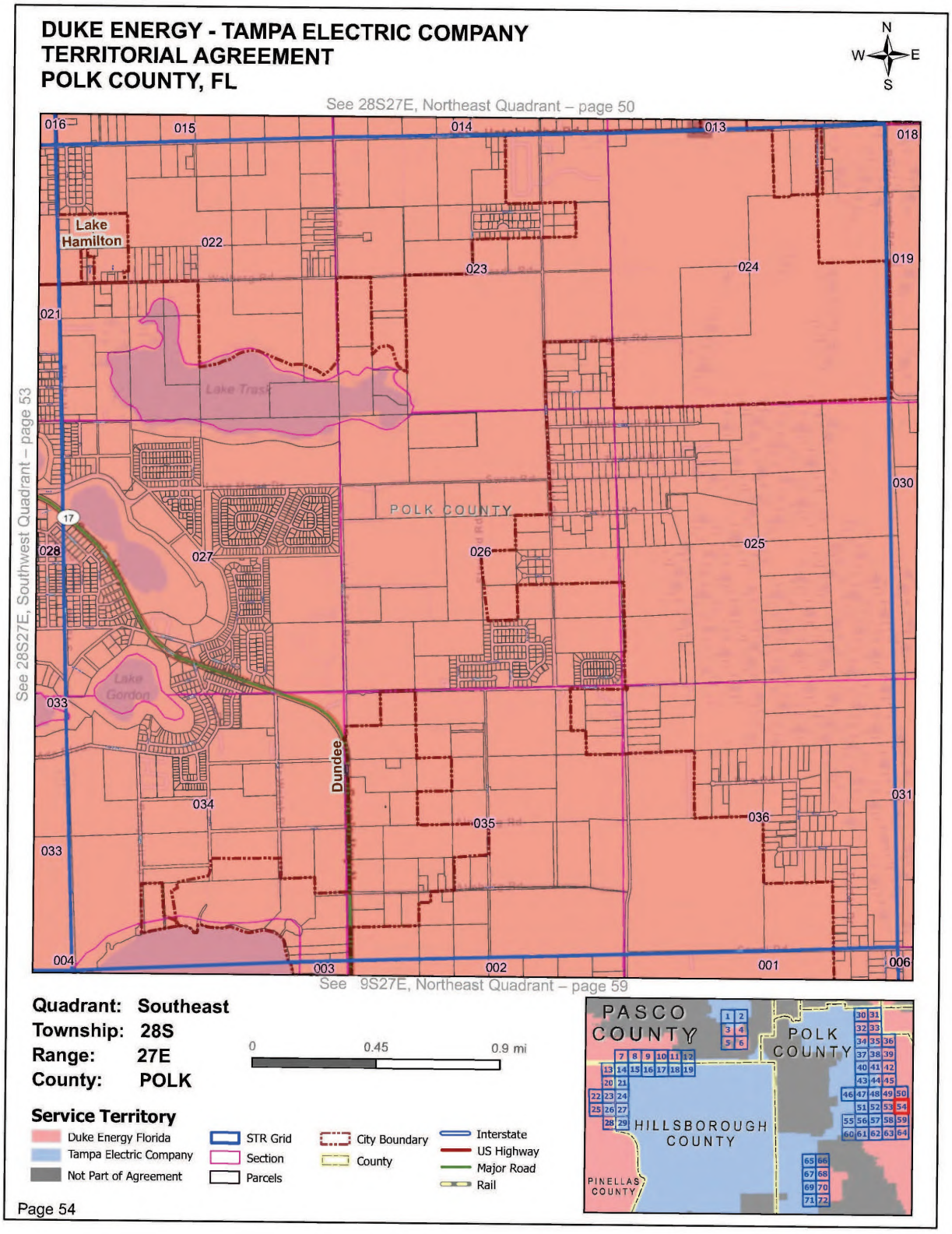
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY

Page 53


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 28S27E, Northeast Quadrant – page 50
See 28S27E, Southwest Quadrant – page 53
See 9S27E, Northeast Quadrant – page 59
Lake Hamilton
Lake Trask
Lake Gordon
Dundee
POLK COUNTY
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Quadrant: Southeast
Township: 28S
Range: 27E
County: POLK
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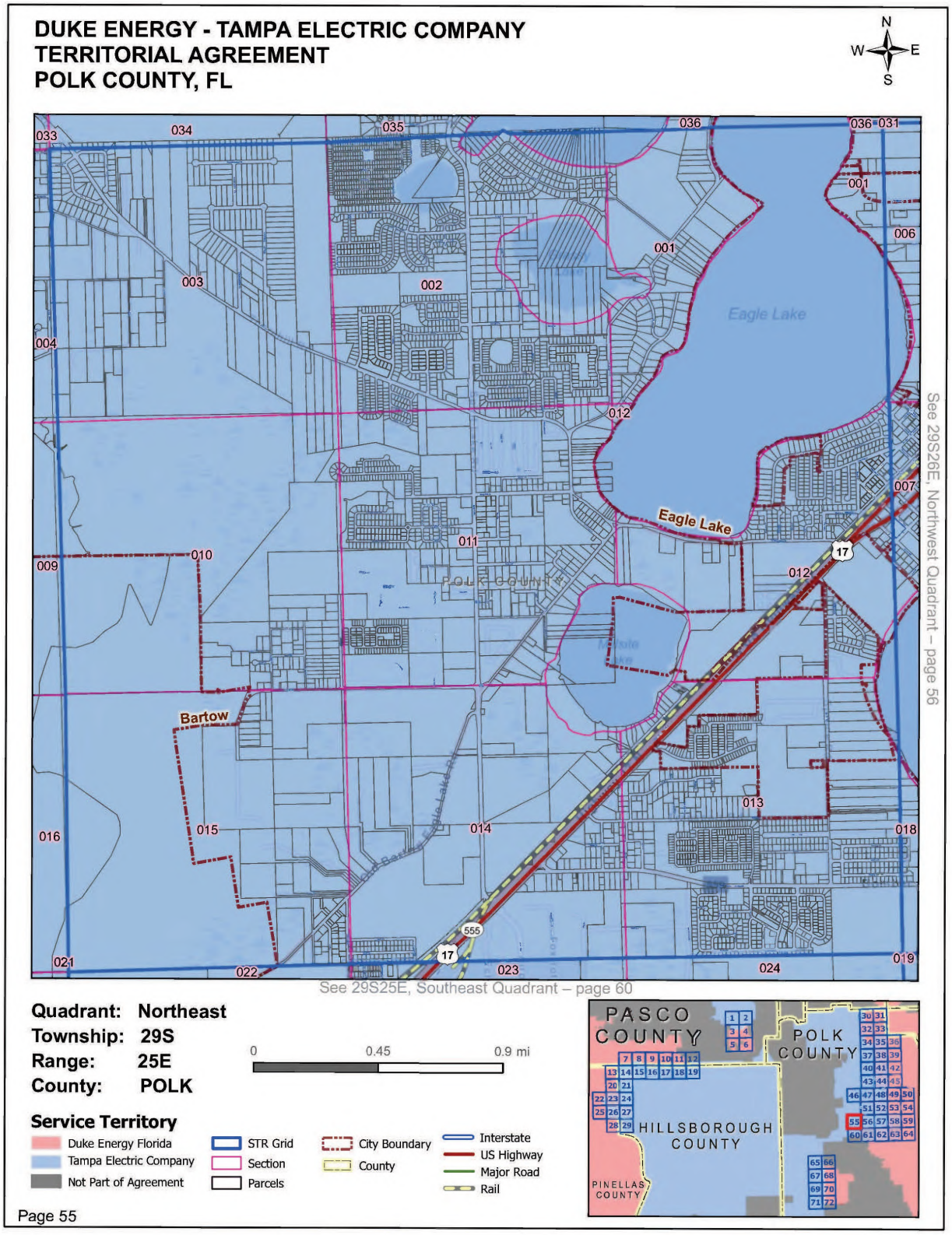
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 54


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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Eagle Lake
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POLK COUNTY
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Bartow
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019
See 29S26E, Northwest Quadrant – page 56
See 29S25E, Southeast Quadrant – page 60
Quadrant: Northeast
Township: 29S
Range: 25E
County: POLK
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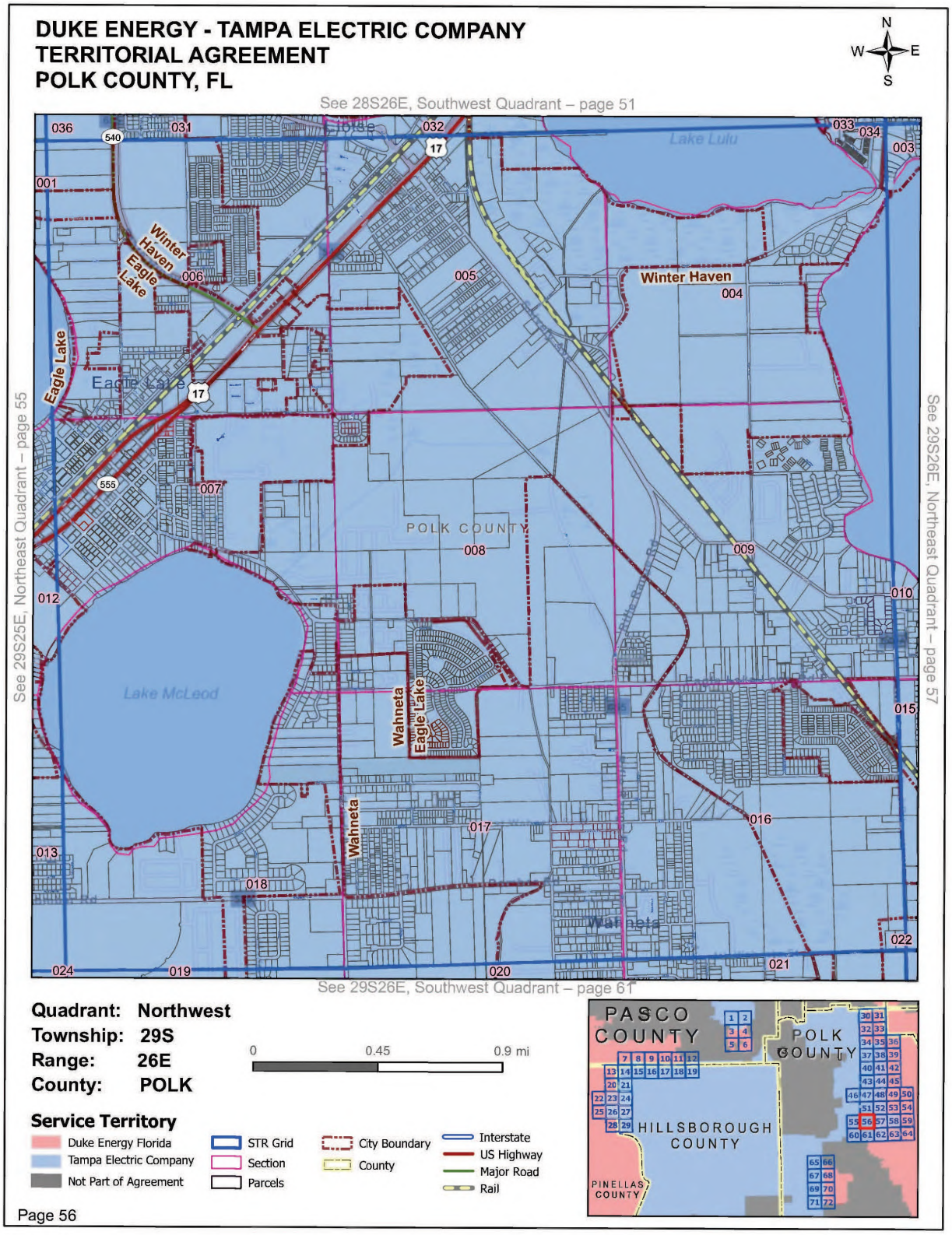
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 55


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
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See 28S26E, Southwest Quadrant – page 51
See 29S25E, Northeast Quadrant – page 55
See 29S26E, Northeast Quadrant – page 57
See 29S26E, Southwest Quadrant – page 61
Winter Haven
Eagle Lake
Wahneta
Lake McLeod
Lake Lulu
POLK COUNTY
Quadrant: Northwest
Township: 29S
Range: 26E
County: POLK
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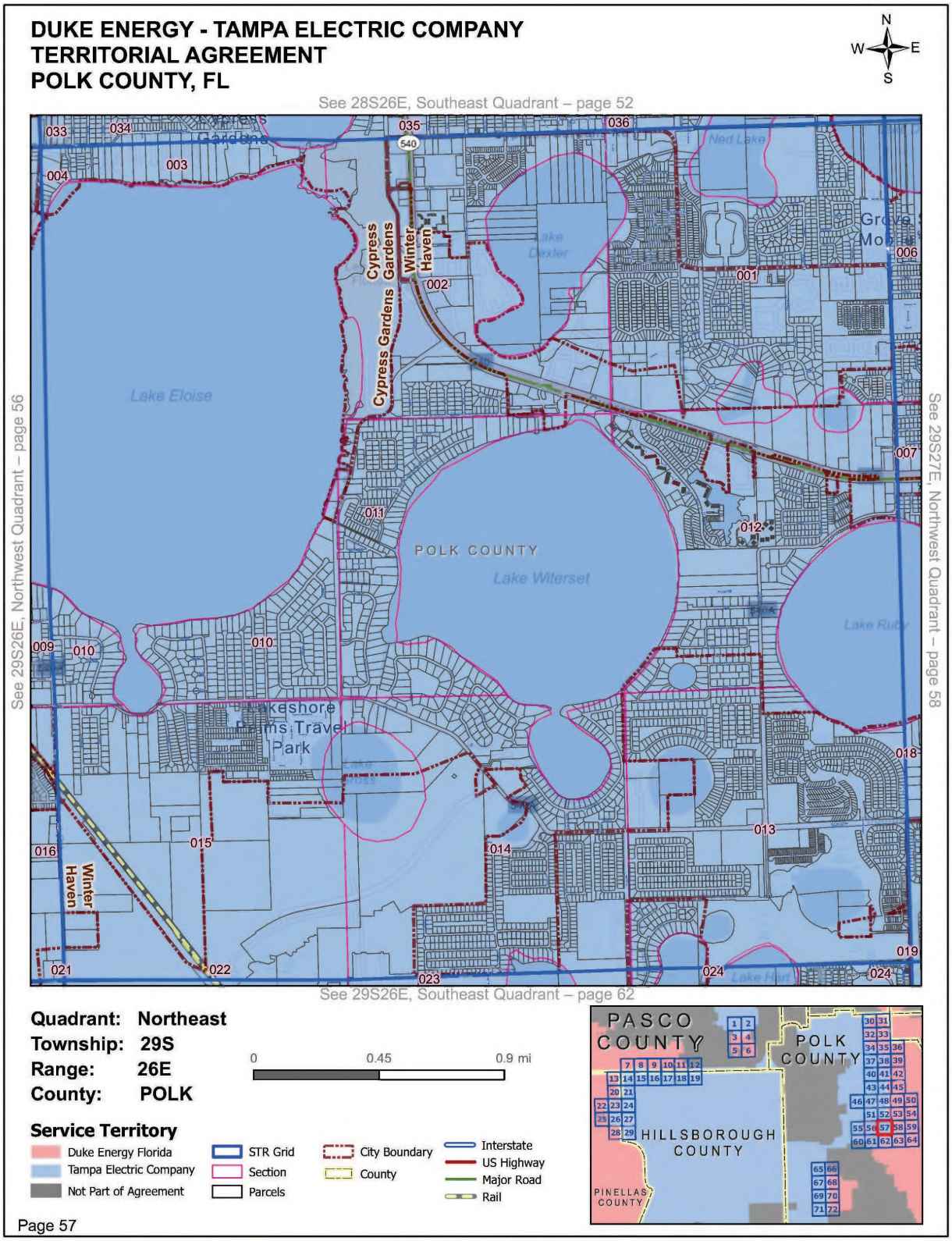
0.45
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 56


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
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See 28S26E, Southeast Quadrant – page 52
See 29S26E, Northwest Quadrant – page 56
See 29S27E, Northwest Quadrant – page 58
See 29S26E, Southeast Quadrant – page 62
POLK COUNTY
Lake Eloise
Lake Witerset
Lake Dexter
Ned Lake
Lake Ruby
Cypress Gardens
Winter Haven
Lakeshore Palms Travel Park
Quadrant: Northeast
Township: 29S
Range: 26E
County: POLK
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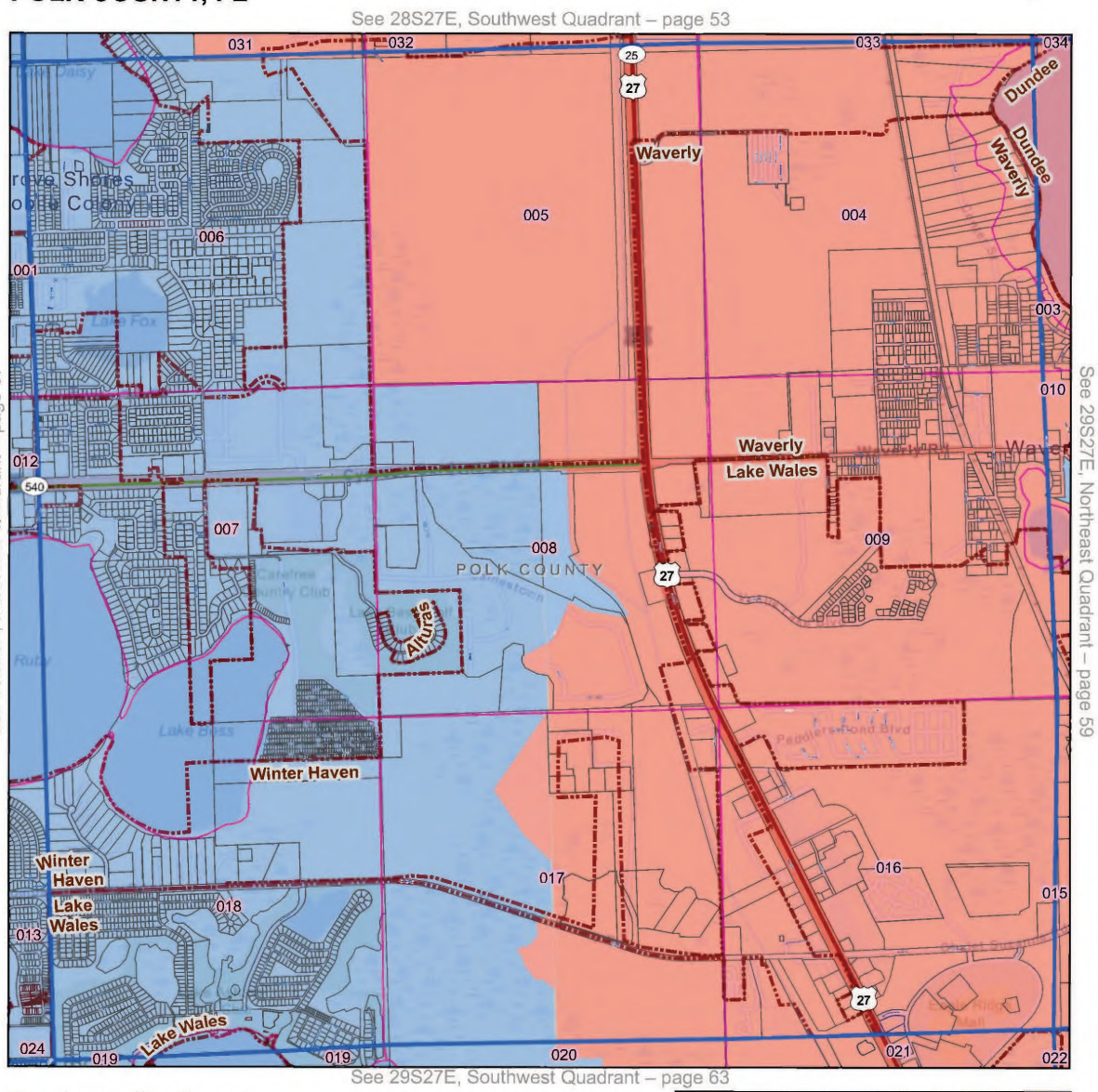
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 57

DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL

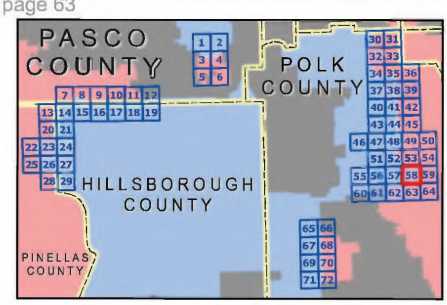


Quadrant: Northwest
Township: 29S
Range: 27E
County: POLK

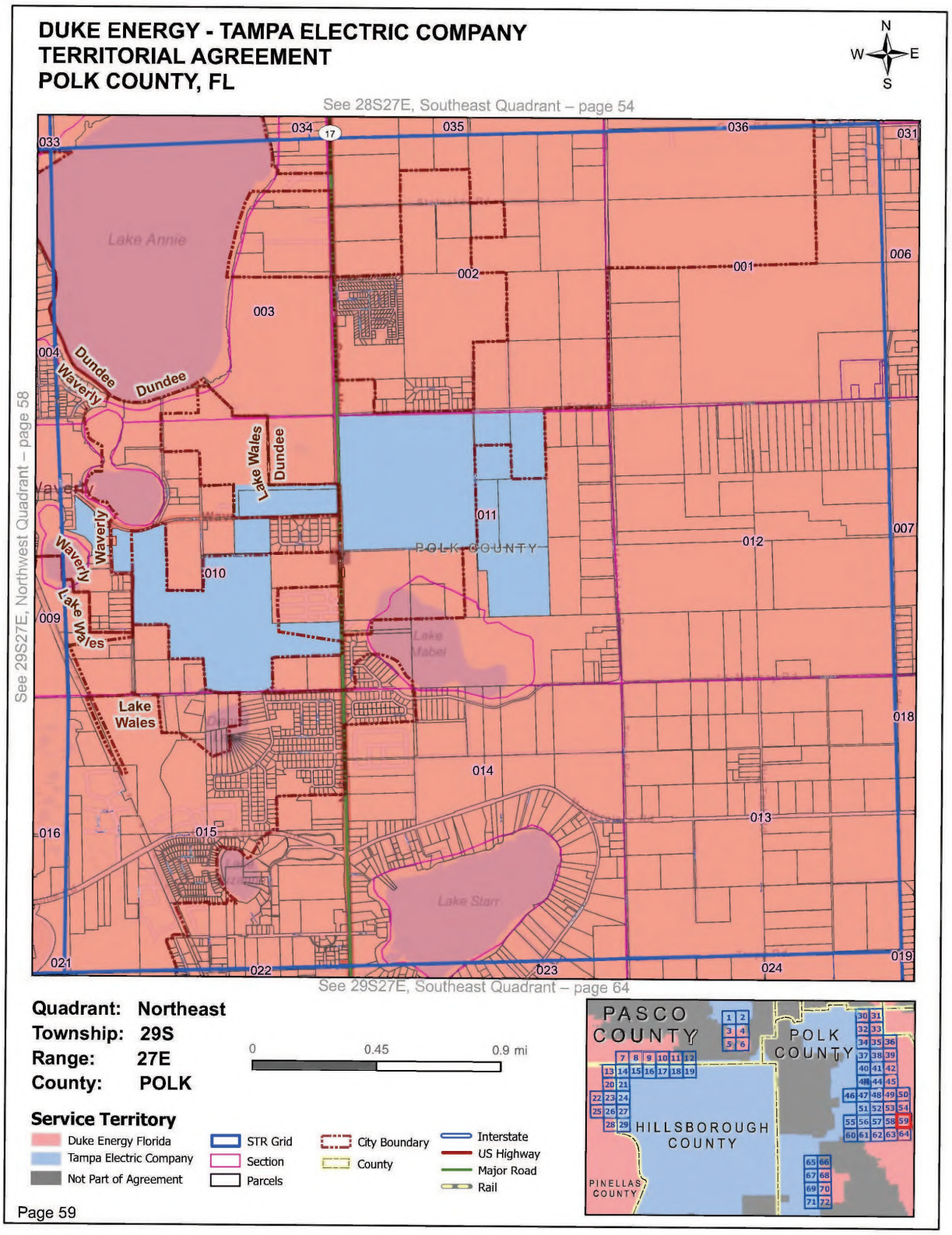
0 0.45 0.9 mi

Service Territory

- Duke Energy Florida
- Tampa Electric Company
- Not Part of Agreement
- STR Grid
- Section
- Parcels
- City Boundary
- County
- Interstate
- US Highway
- Major Road
- Rail



Page 58


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
N
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See 28S27E, Southeast Quadrant – page 54
See 29S27E, Northwest Quadrant – page 58
See 29S27E, Southeast Quadrant – page 64
Lake Annie
Lake Mabel
Lake Starr
POLK COUNTY
Dundee
Waverly
Lake Wales
Quadrant: Northeast
Township: 29S
Range: 27E
County: POLK
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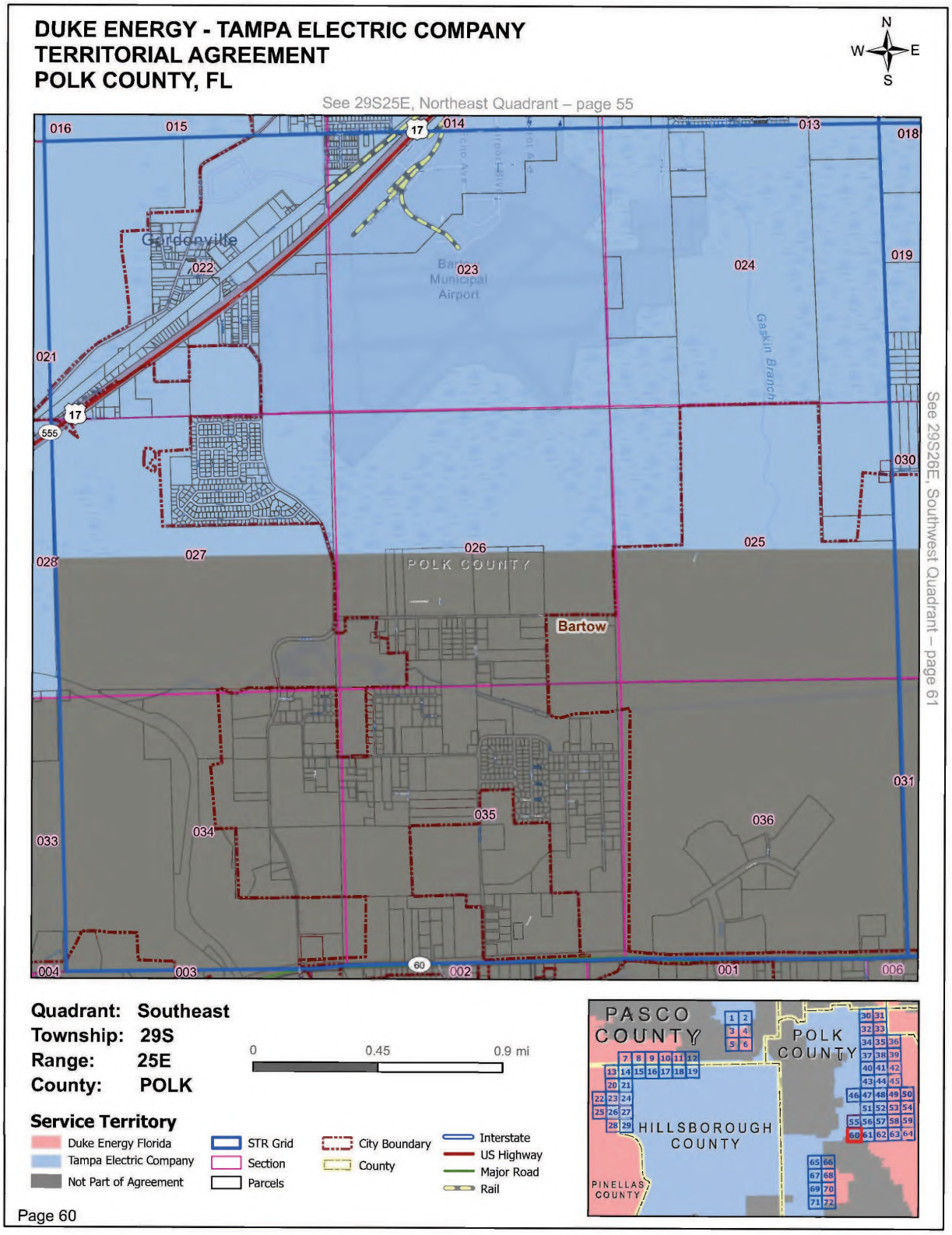
0.9 mi
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY

Page 59


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 29S25E, Northeast Quadrant – page 55
See 29S26E, Southwest Quadrant – page 61
Gardenville
Bartow Municipal Airport
Gaskin Branch
POLK COUNTY
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Quadrant: Southeast
Township: 29S
Range: 25E
County: POLK
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Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
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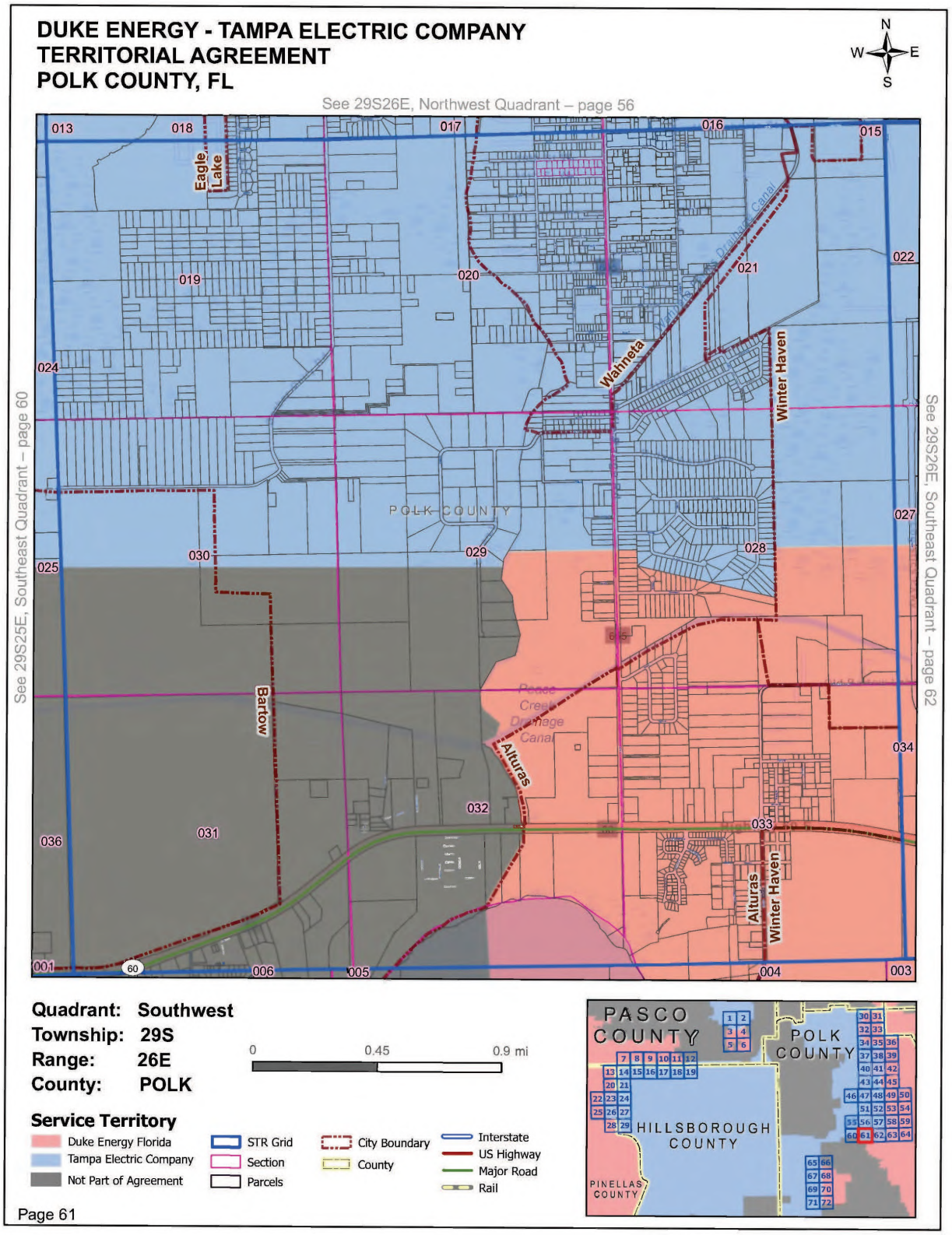
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 60


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 29S26E, Northwest Quadrant – page 56
See 29S25E, Southeast Quadrant – page 60
See 29S26E, Southeast Quadrant – page 62
POLK COUNTY
Eagle Lake
Wahneta
Winter Haven
Bartow
Alturas
Peace Creek Drainage Canal
Quadrant: Southwest
Township: 29S
Range: 26E
County: POLK
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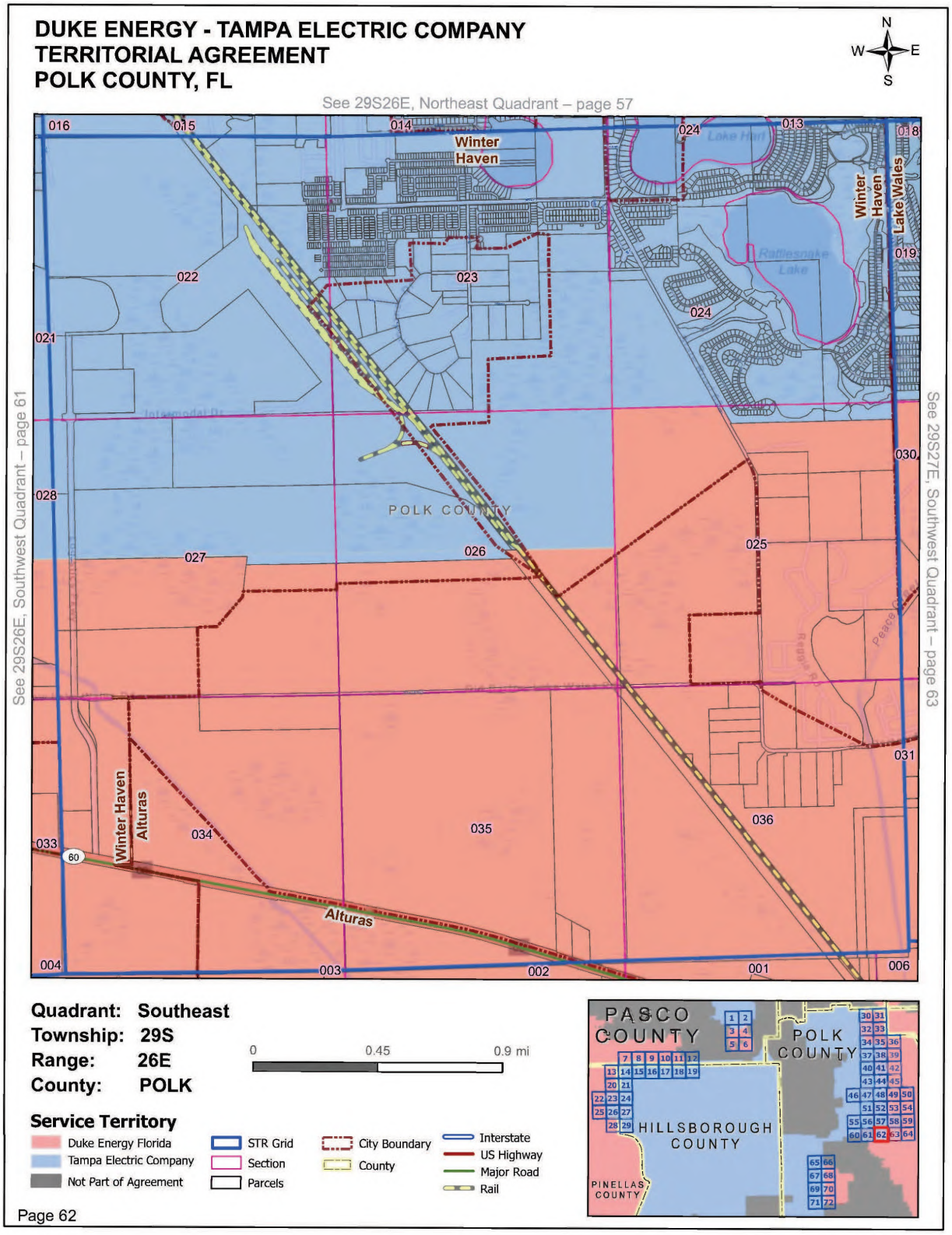
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
County
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 61


DUKE ENERGY - TAMPA ELECTRIC COMPANY
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POLK COUNTY, FL
N
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See 29S26E, Northeast Quadrant – page 57
See 29S26E, Southwest Quadrant – page 61
See 29S27E, Southwest Quadrant – page 63
Winter Haven
Lake Wales
Alturas
POLK COUNTY
016
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013
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018
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Quadrant: Southeast
Township: 29S
Range: 26E
County: POLK
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Service Territory
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Tampa Electric Company
Not Part of Agreement
STR Grid
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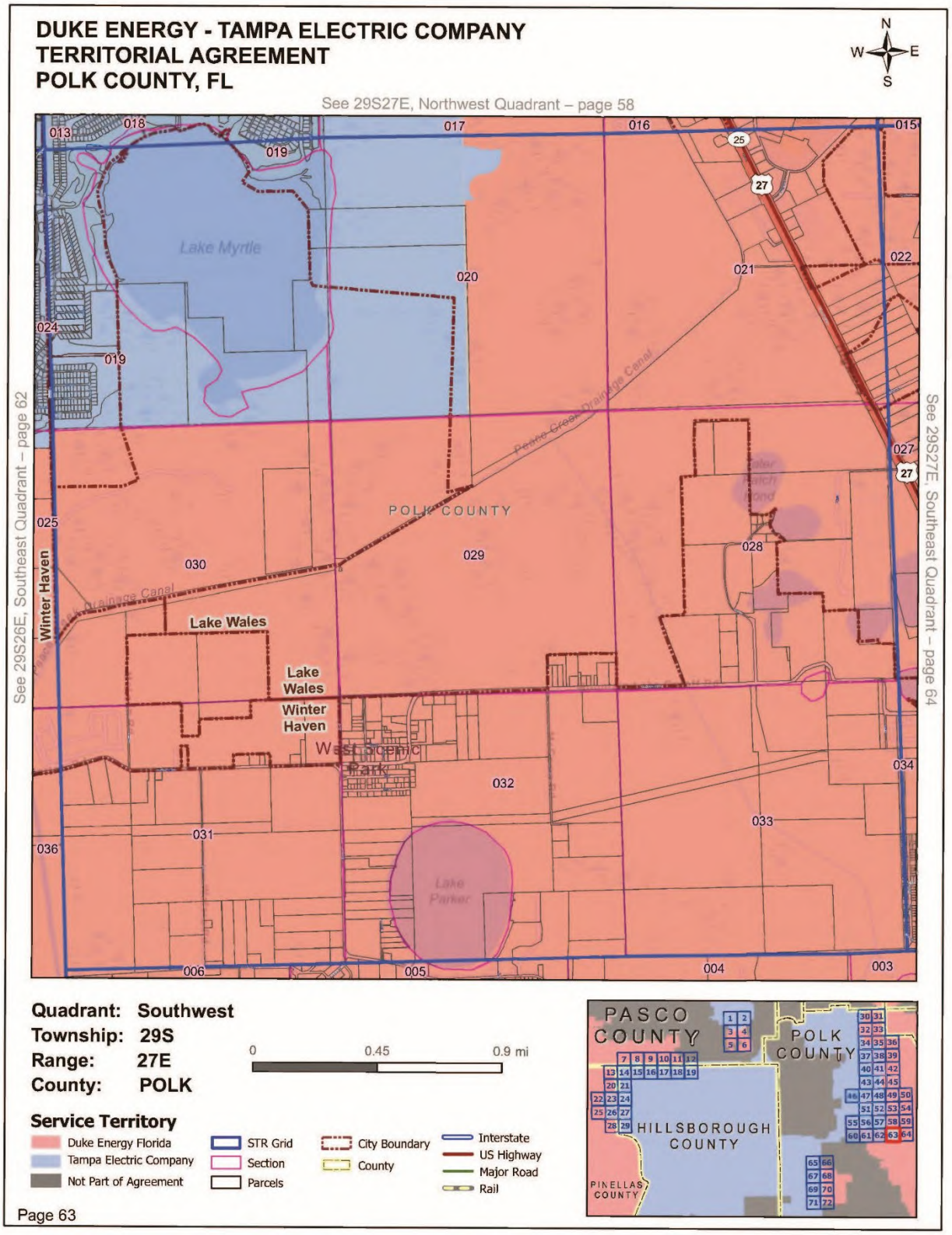
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 62


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 29S27E, Northwest Quadrant – page 58
See 29S26E, Southeast Quadrant – page 62
See 29S27E, Southeast Quadrant – page 64
Lake Myrtle
Peace Creek Drainage Canal
POLK COUNTY
Winter Haven
Lake Wales
Lake Wales
Winter Haven
West Side Park
Lake Parker
013
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Quadrant: Southwest
Township: 29S
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County: POLK
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STR Grid
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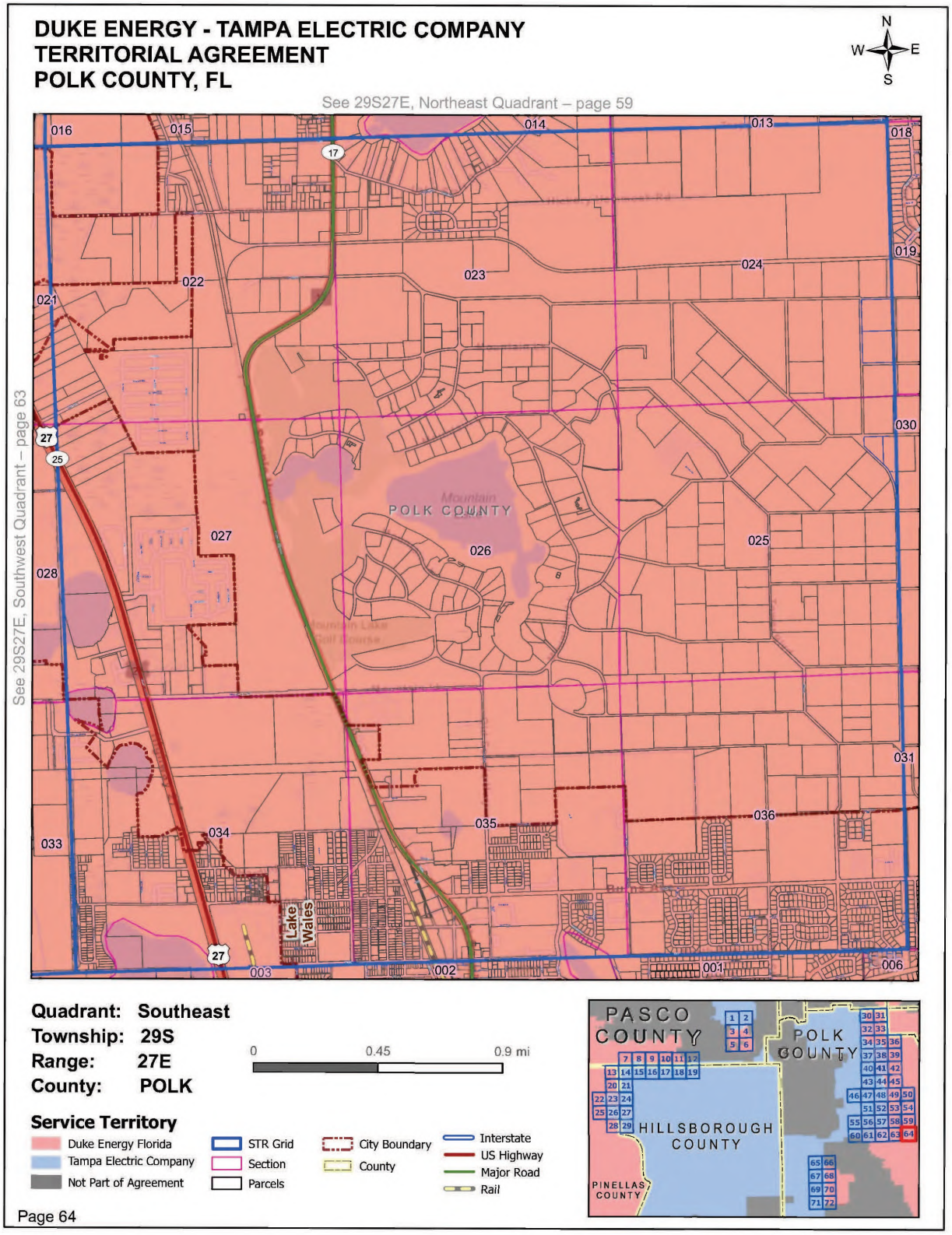
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 63


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 29S27E, Northeast Quadrant – page 59
See 29S27E, Southwest Quadrant – page 63
POLK COUNTY
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Quadrant: Southeast
Township: 29S
Range: 27E
County: POLK
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Service Territory
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Tampa Electric Company
Not Part of Agreement
STR Grid
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Interstate
US Highway
Major Road
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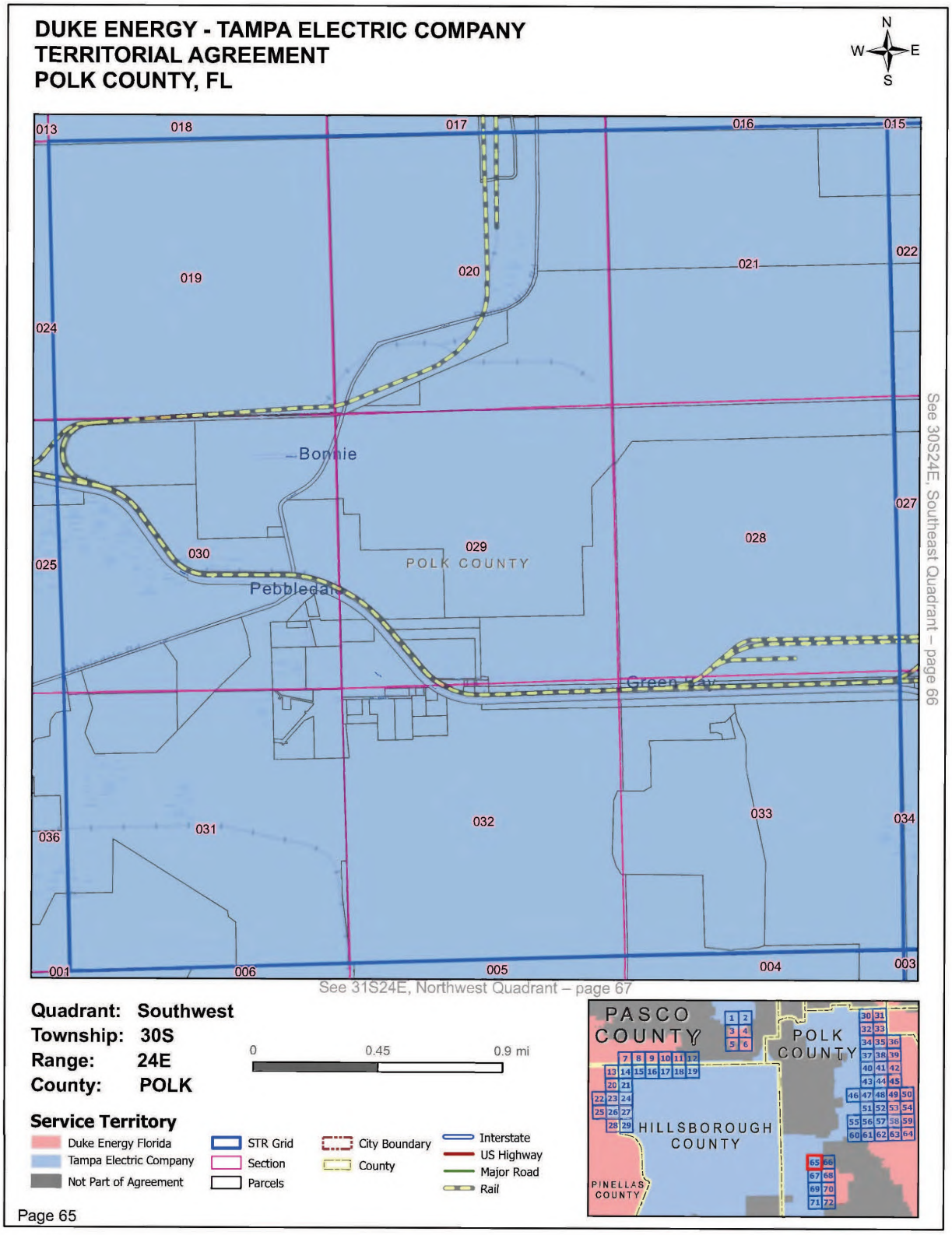
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 64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Pebbledale
Green Pond
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See 30S24E, Southeast Quadrant – page 66
See 31S24E, Northwest Quadrant – page 67
Quadrant: Southwest
Township: 30S
Range: 24E
County: POLK
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Service Territory
Duke Energy Florida
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STR Grid
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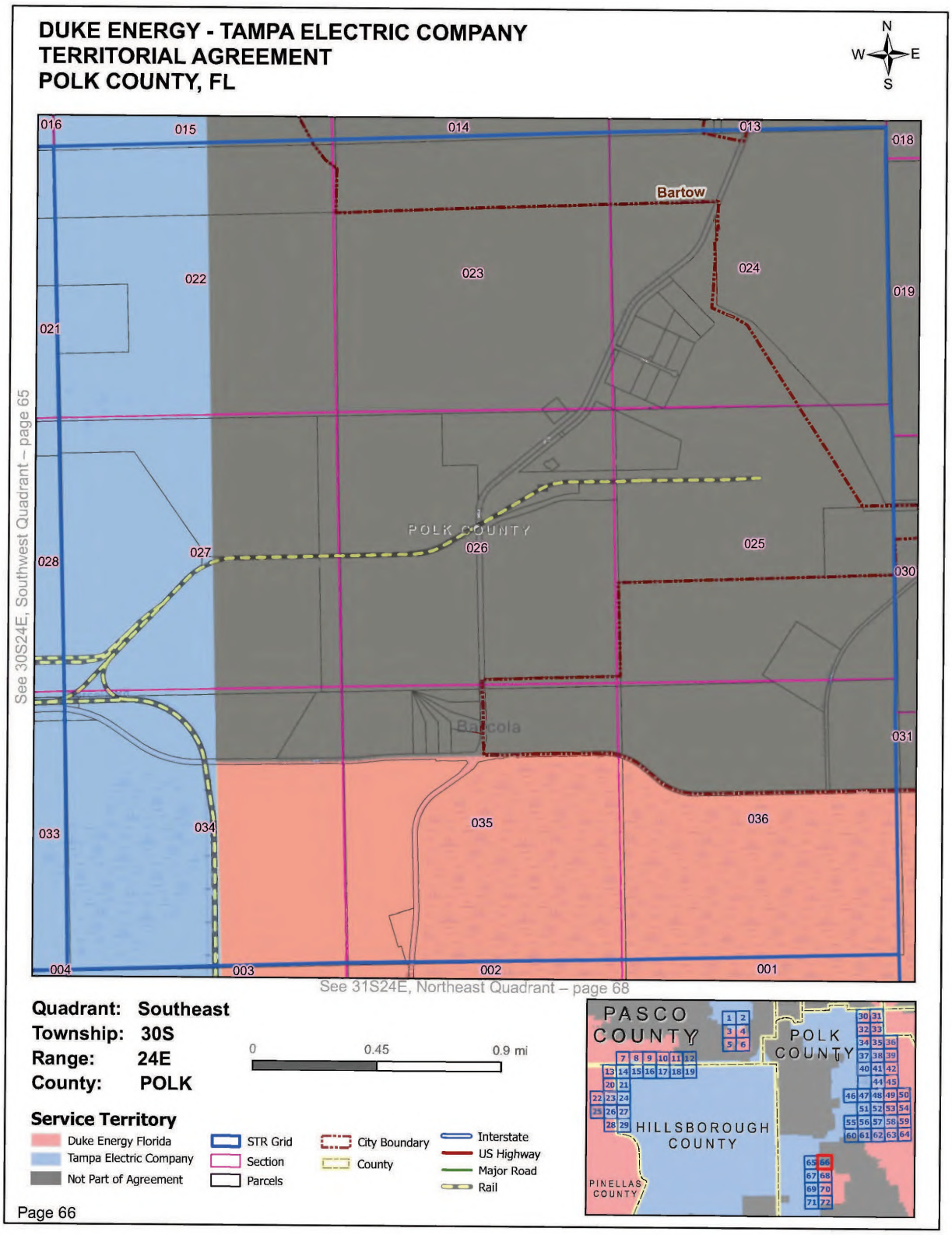
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 65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TERRITORIAL AGREEMENT
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POLK COUNTY
Bartow
See 30S24E, Southwest Quadrant – page 65
See 31S24E, Northeast Quadrant – page 68
Quadrant: Southeast
Township: 30S
Range: 24E
County: POLK
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Tampa Electric Company
Not Part of Agreement
STR Grid
Section
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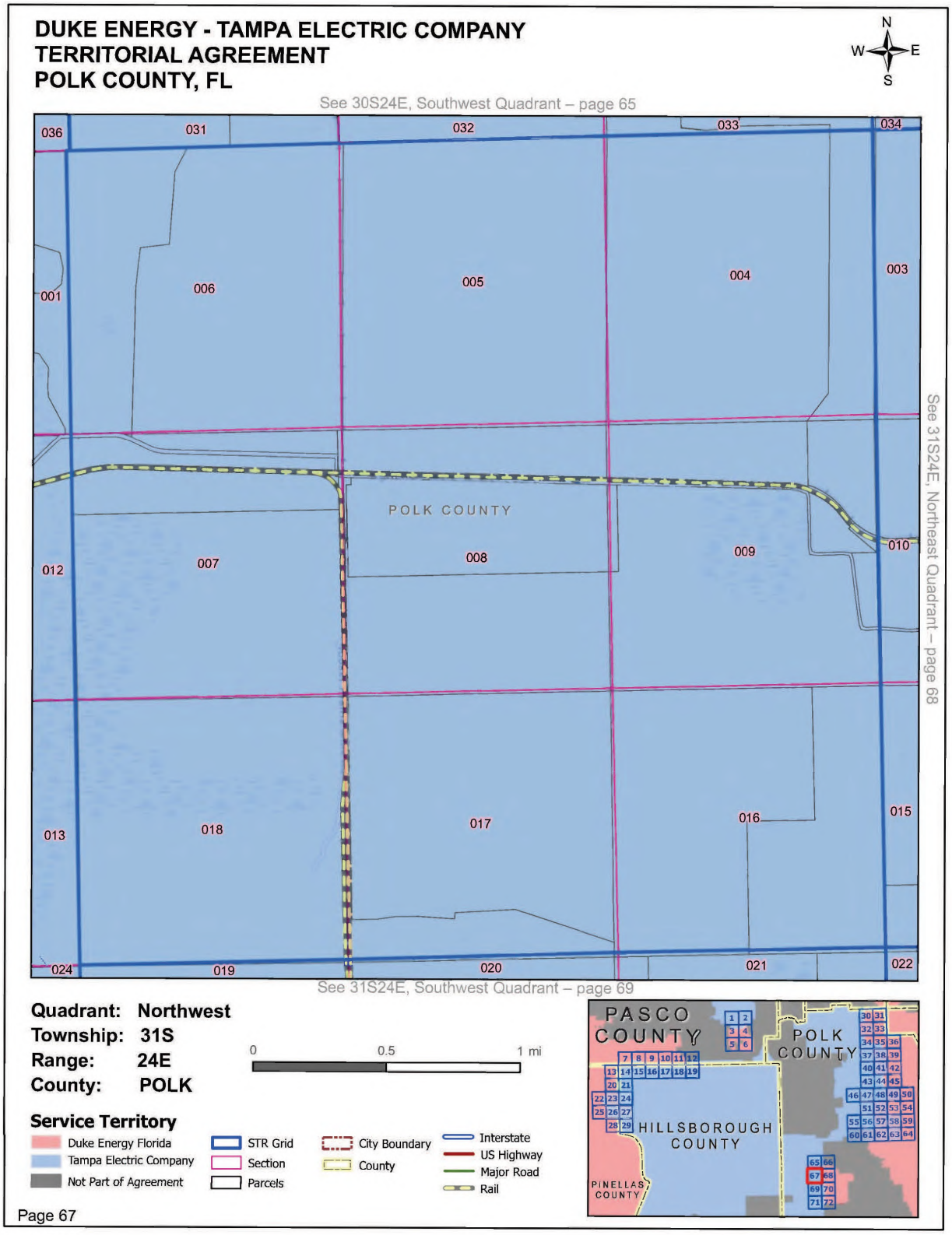
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY

Page 66


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 30S24E, Southwest Quadrant – page 65
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POLK COUNTY
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See 31S24E, Northeast Quadrant – page 68
See 31S24E, Southwest Quadrant – page 69
Quadrant: Northwest
Township: 31S
Range: 24E
County: POLK
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Service Territory
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STR Grid
Section
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Interstate
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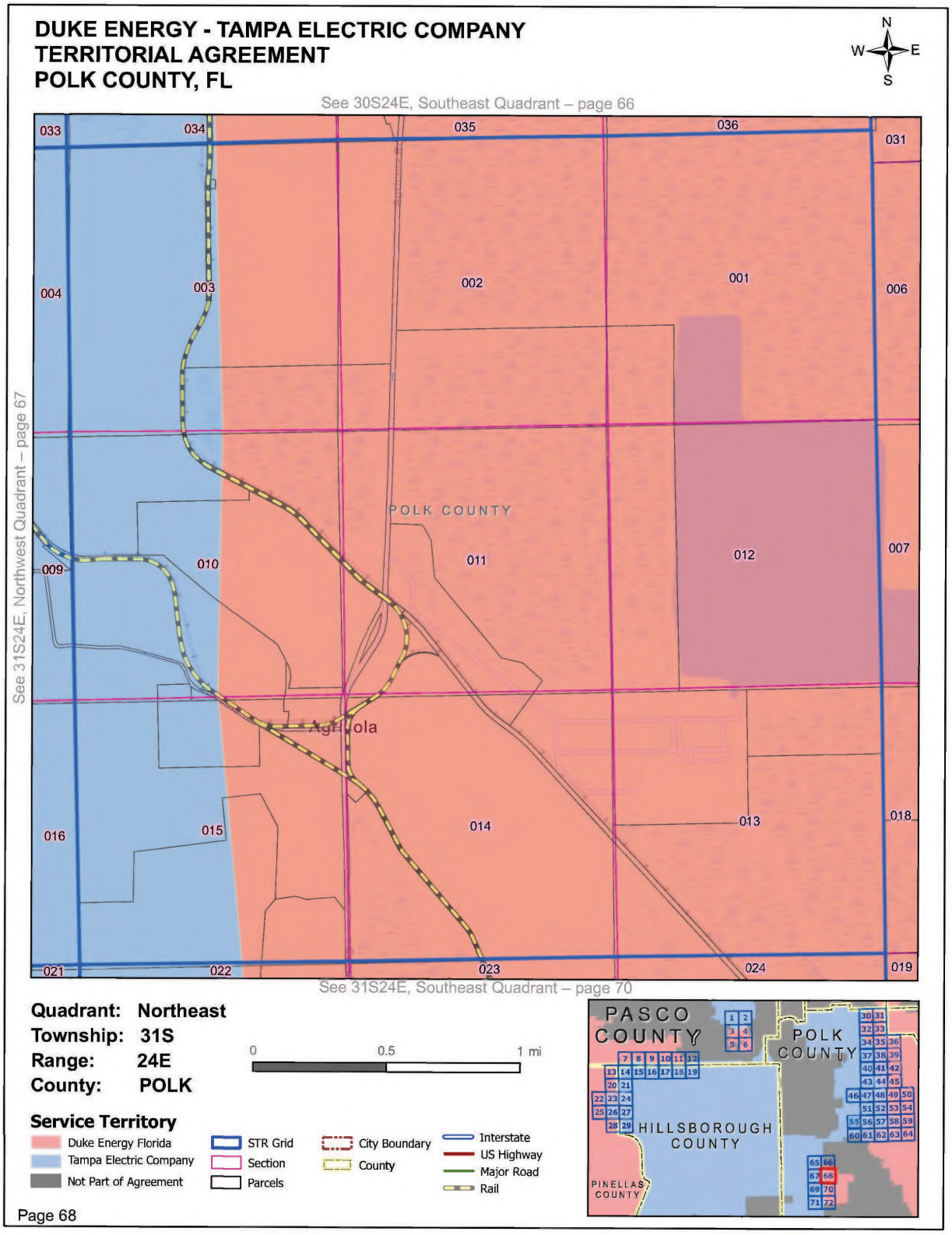
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 67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See 30S24E, Southeast Quadrant – page 66
See 31S24E, Northwest Quadrant – page 67
See 31S24E, Southeast Quadrant – page 70
POLK COUNTY
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Quadrant: Northeast
Township: 31S
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County: POLK
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Section
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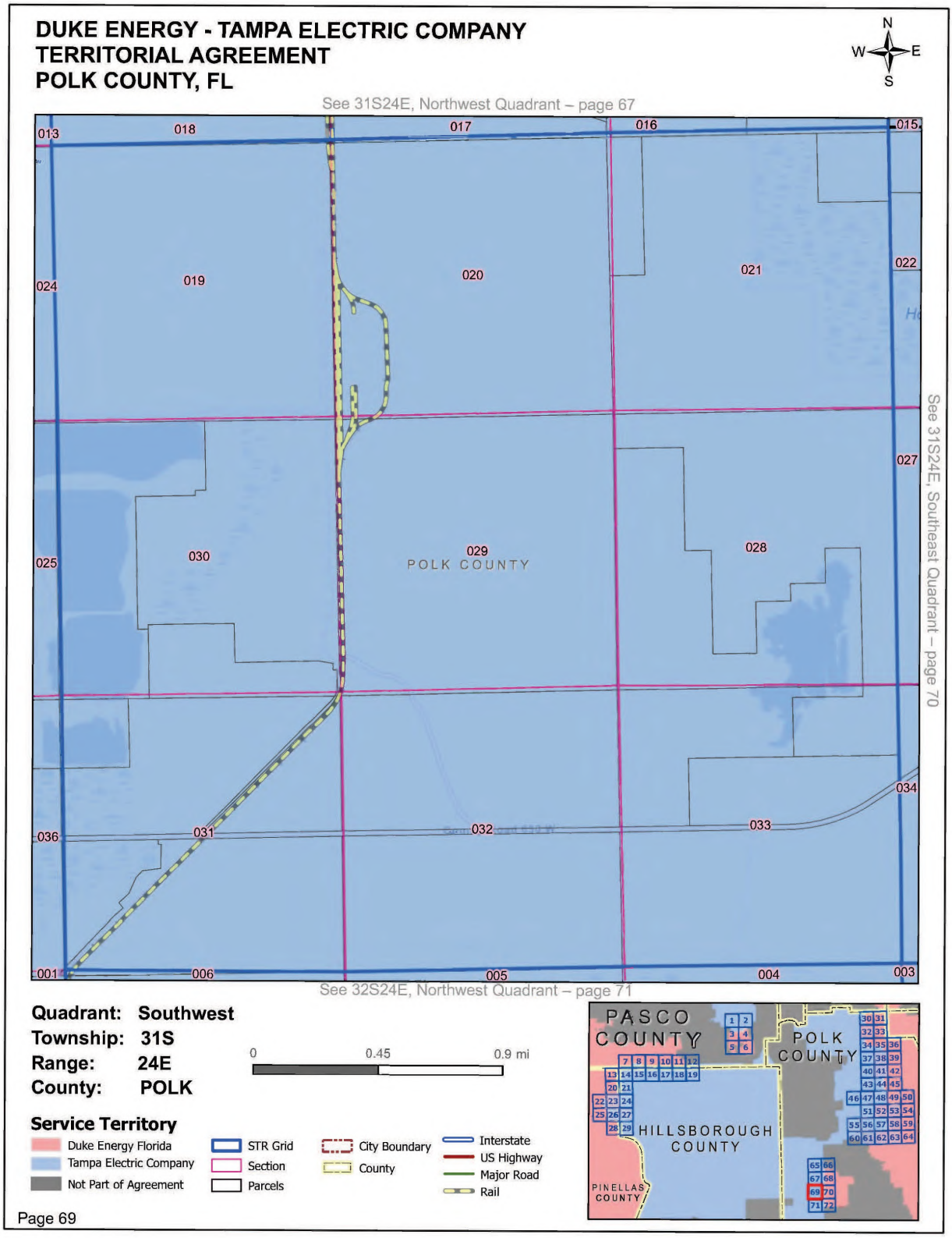
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 68


DUKE ENERGY - TAMPA ELECTRIC COMPANY
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See 31S24E, Northwest Quadrant – page 67
See 31S24E, Southeast Quadrant – page 70
See 32S24E, Northwest Quadrant – page 71
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Quadrant: Southwest
Township: 31S
Range: 24E
County: POLK
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STR Grid
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City Boundary
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US Highway
Major Road
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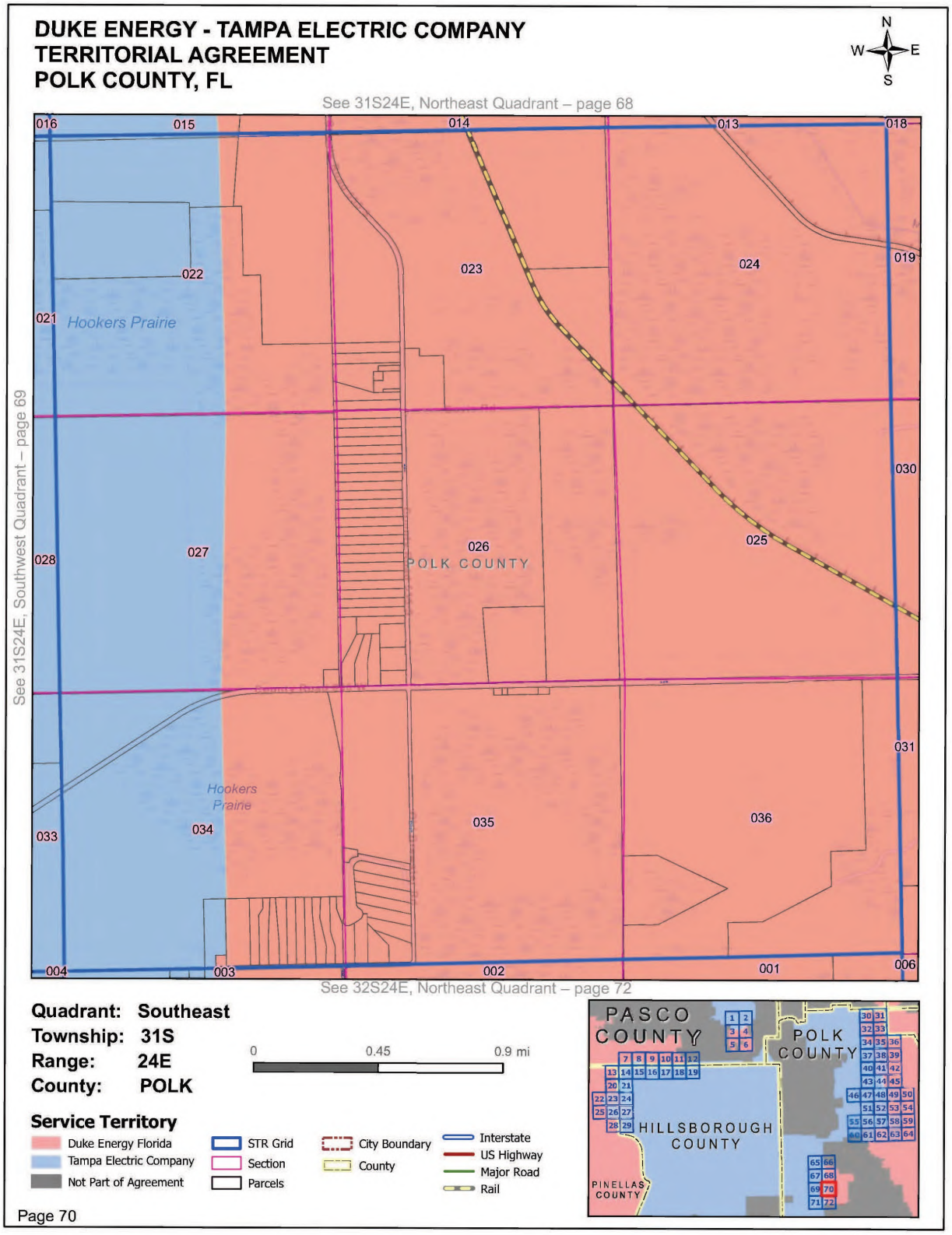
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 69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POLK COUNTY, FL
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See 31S24E, Northeast Quadrant – page 68
See 31S24E, Southwest Quadrant – page 69
See 32S24E, Northeast Quadrant – page 72
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Hookers Prairie
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POLK COUNTY
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Quadrant: Southeast
Township: 31S
Range: 24E
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STR Grid
Section
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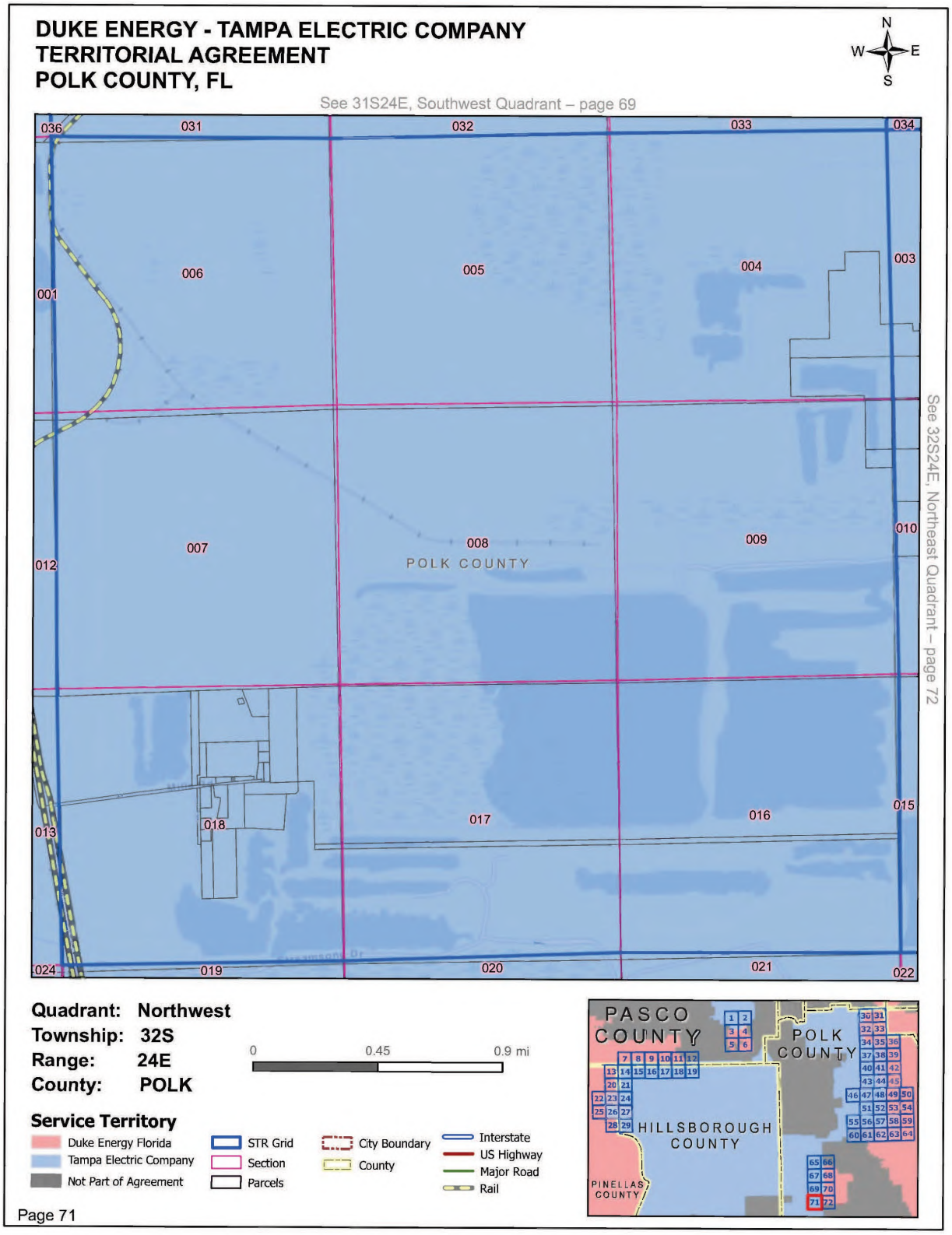
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 70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See 31S24E, Southwest Quadrant – page 69
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POLK COUNTY
See 32S24E, Northeast Quadrant – page 72
018
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Quadrant: Northwest
Township: 32S
Range: 24E
County: POLK
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Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement
STR Grid
Section
Parcels
City Boundary
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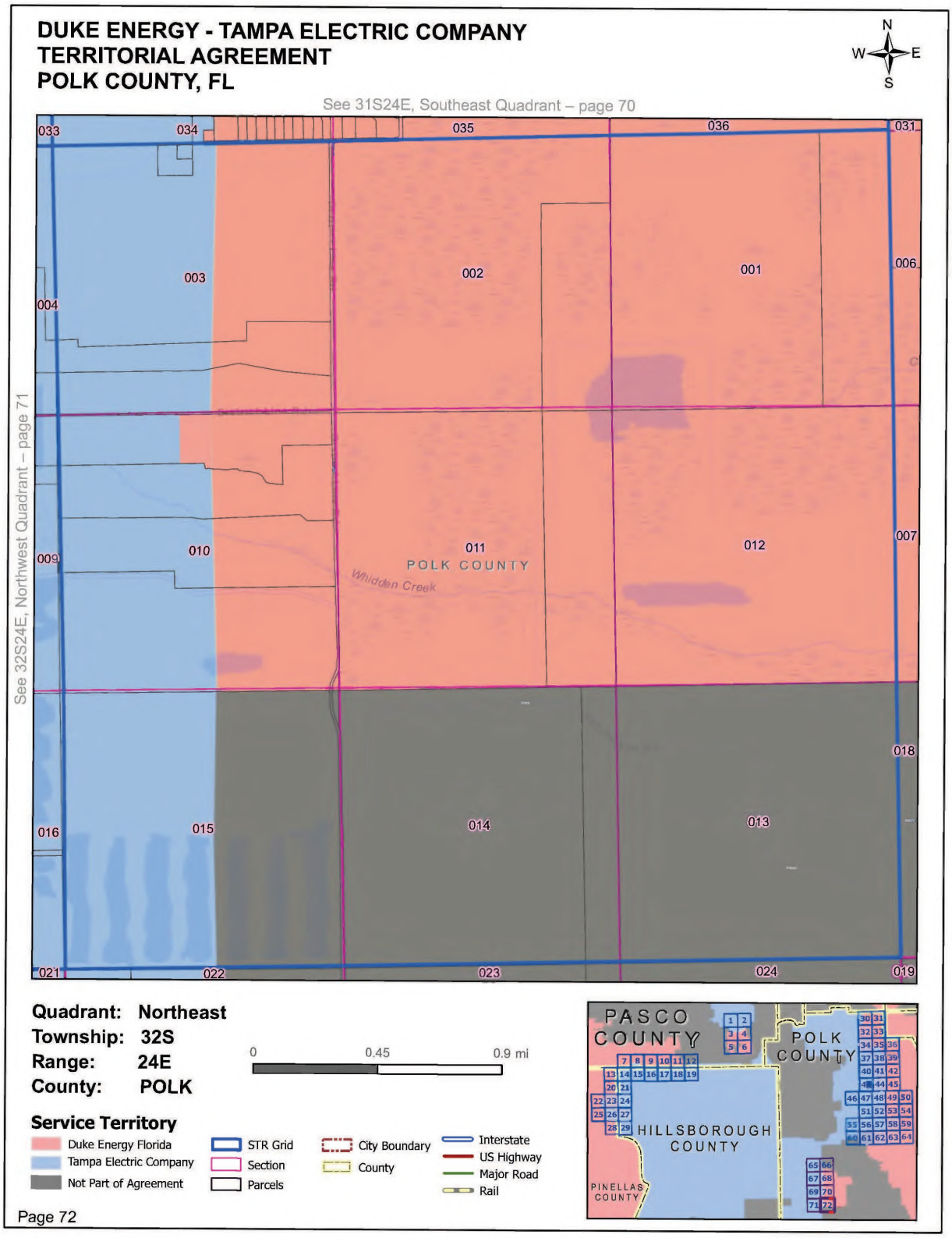
Interstate
US Highway
Major Road
Rail
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 71


DUKE ENERGY - TAMPA ELECTRIC COMPANY
TERRITORIAL AGREEMENT
POLK COUNTY, FL
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See 31S24E, Southeast Quadrant – page 70
See 32S24E, Northwest Quadrant – page 71
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POLK COUNTY
Whidden Creek
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Quadrant: Northeast
Township: 32S
Range: 24E
County: POLK
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Tampa Electric Company
Not Part of Agreement
STR Grid
Section
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Major Road
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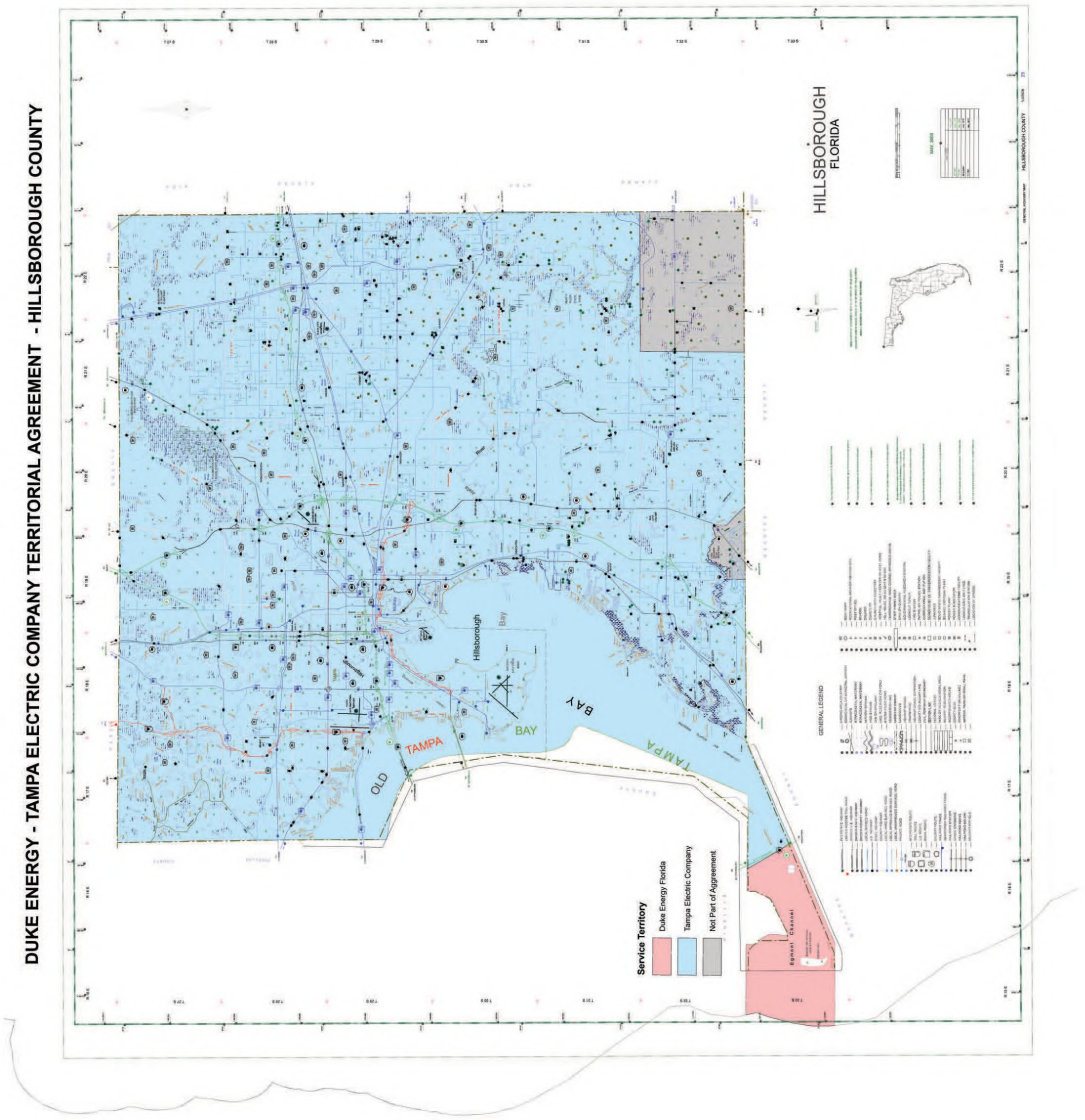
PASCO COUNTY
POLK COUNTY
HILLSBOROUGH COUNTY
PINELLAS COUNTY
Page 72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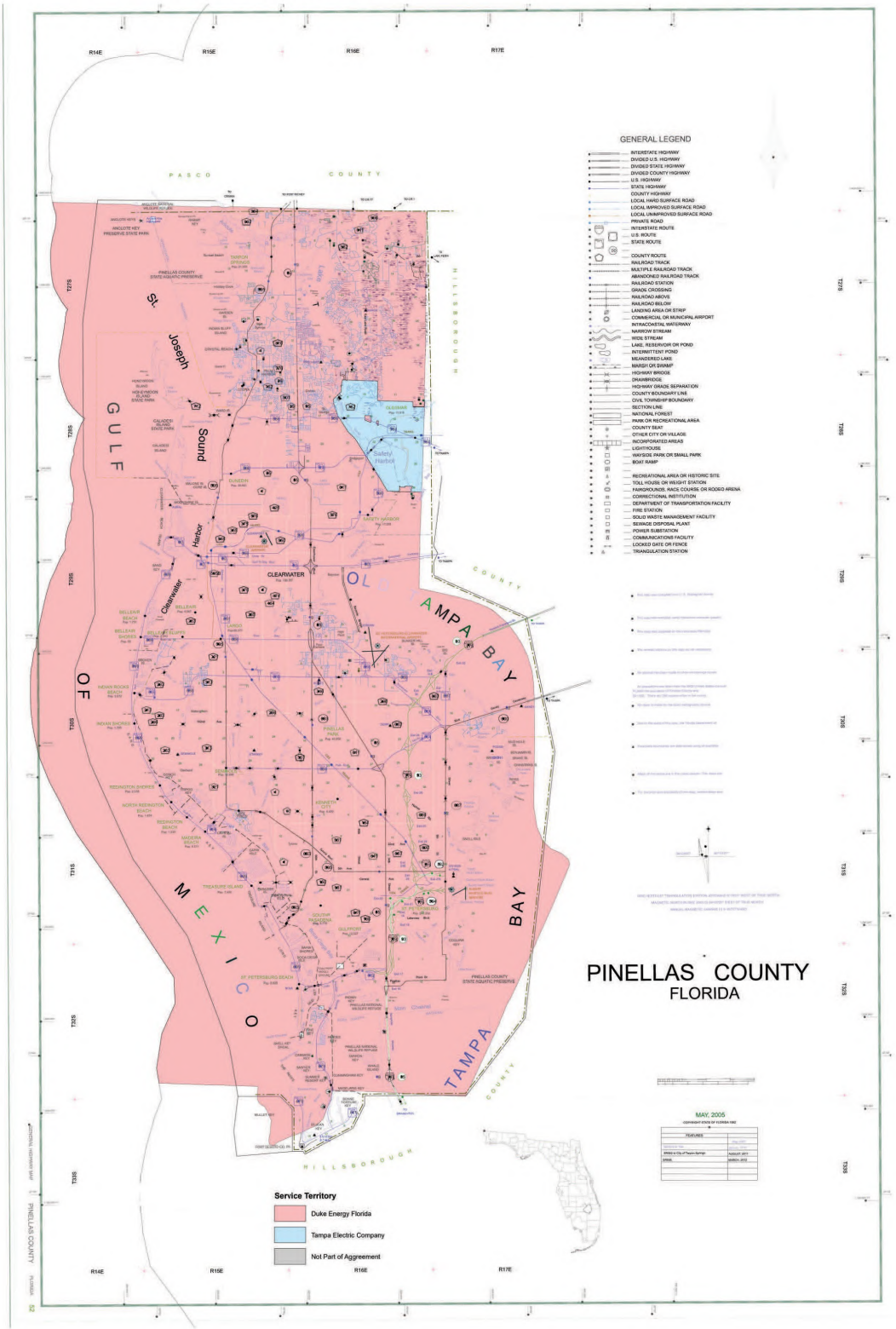
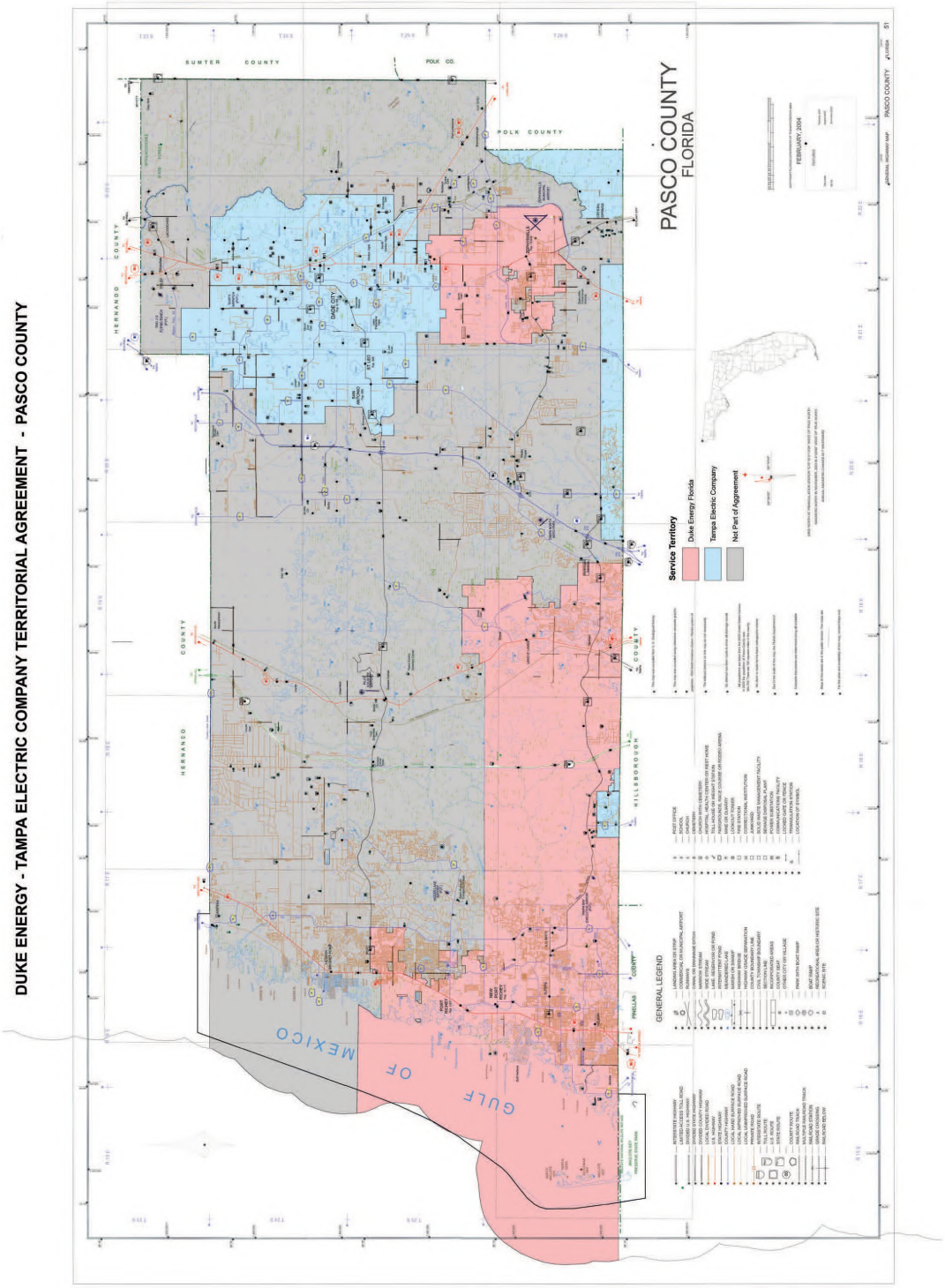
FLORIDA
Hillsborough Bay
TAMPA BAY
OLD TAMPA BAY
Service Territory
Duke Energy Florida
Tampa Electric Company
Not Part of Agreement

DUKE ENERGY - TAMPA ELECTRIC COMPANY TERRITORIAL AGREEMENT - PINELLAS COUNTY



DUKE ENERGY - TAMPA ELECTRIC COMPANY TERRITORIAL AGREEMENT - PASCO COUNTY



DUKE ENERGY - TAMPA ELECTRIC COMPANY TERRITORIAL AGREEMENT - POLK COUNTY

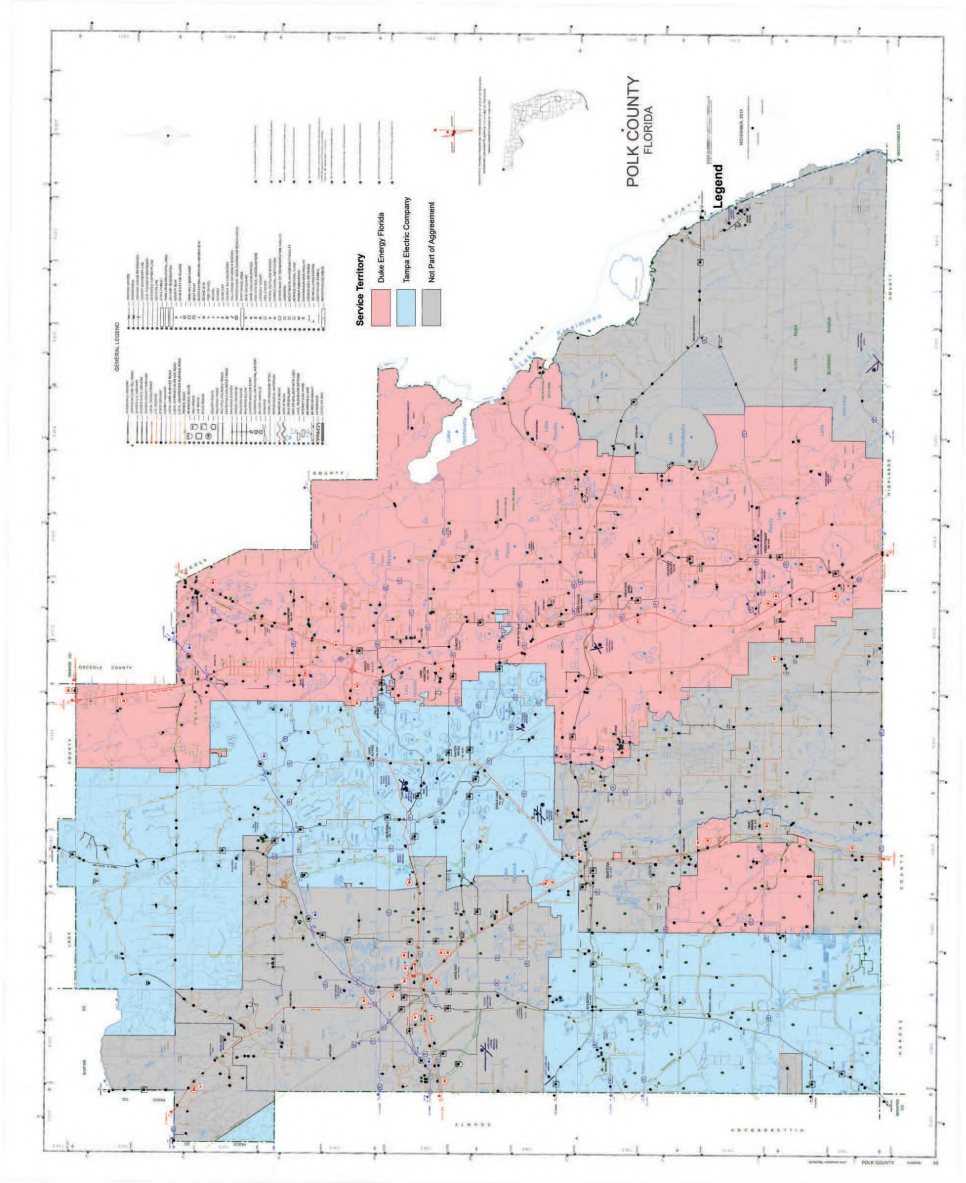


EXHIBIT B

EXTRA-TERRITORIAL CUSTOMERS SERVED BY

DUKE ENERGY FLORIDA, LLC

AND

SUBJECT TO TRANSFER TO

TAMPA ELECTRIC COMPANY

EXHIBIT B

EXTRA-TERRITORIAL CUSTOMERS SERVED BY DUKE ENERGY FLORIDA, LLC AND SUBJECT TO TRANSFER TO TAMPA ELECTRIC COMPANY

Premise Address	Customer Type	County	Premise No.
4507 Rifle Range Road, Winter Haven, FL 33880	Residential	Polk	5204891189
4521 Rifle Range Road, Winter Haven, FL 33880	Residential	Polk	5206721987

EXHIBIT C

WRITTEN DESCRIPTIONS OF THE TERRITORIAL AREAS

SERVED IN

HILLSBOROUGH, PINELLAS, PASCO AND POLK COUNTIES, FLORIDA

Written Description of the Territorial Boundary Lines* - TECO & DEF

EXHIBIT B

Map Page	County	Quarter	Township/Range	Section(s)	Description/Notes
1	Pasco	NW	T25S, R21E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by TECO. No areas are served by DEF.
2	Pasco	NE	T25S, R21E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by TECO. No areas are served by DEF.
3	Pasco	SW	T25S, R21E	19	This section is Not Part of this Agreement.
3	Pasco	SW	T25S, R21E	20, 21	The entire section is served by TECO. No areas are served by DEF.
3	Pasco	SW	T25S, R21E	28	The entire section is served by DEF. No areas are served by TECO.
3	Pasco	SW	T25S, R21E	29	The entire section is served by DEF except for the three parcels in the northeastern quarter of the section that are served by TECO.
3	Pasco	SW	T25S, R21E	30, 31	DEF serves the entire section that is Part of this Agreement. No areas are served by TECO.
3	Pasco	SW	T25S, R21E	32, 33	The entire section is served by DEF. No areas are served by TECO.
4	Pasco	SE	T25S, R21E	22	The entire section is served by TECO. No areas are served by DEF.
4	Pasco	SE	T25S, R21E	23	TECO serves the northern half of the section except for the area adjacent to the northeastern section line that is Not Part of This Agreement. TECO also serves four parcels in the southern half of the section. DEF serves the southern half of the section including the Scotland Yard Gold Club except for the four parcels that are served by TECO.
4	Pasco	SE	T25S, R21E	24, 25	DEF serves the entire section that is Part of this Agreement. No areas are served by TECO.
4	Pasco	SE	T25S, R21E	26, 27, 34, 35	The entire section is served by DEF. No areas are served by TECO.
4	Pasco	SE	T25S, R21E	36	DEF serves the entire section that is Part of this Agreement. No areas are served by TECO.
5	Pasco	NW	T26S, R21E	4, 5	The entire section is served by DEF. No areas are served by TECO.
5	Pasco	NW	T26S, R21E	6, 7	DEF serves the entire section that is Part of this Agreement. No areas are served by TECO.
5	Pasco	NW	T26S, R21E	8, 9	The entire section is served by DEF. No areas are served by TECO.

* If there are any discrepancies between Exhibit A and Exhibit B, then the territorial boundary maps in Exhibit A shall prevail.

Written Description of the Territorial Boundary Lines* - TECO & DEF

EXHIBIT B

5	Pasco	NW	T26S, R21E	16, 17	DEF serves the entire section that is Part of this Agreement. No areas are served by TECO.
5	Pasco	NW	T26S, R21E	18	This section is Not Part of this Agreement.
6	Pasco	NE	T26S, R21E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by DEF. No areas are served by TECO.
7	Pasco	SW	T26S, R17E	19, 20, 21, 28, 29, 30, 31, 23, 33	The entire section is served by DEF. No areas are served by TECO.
8	Pasco	SE	T26S, R17E	22, 23, 24, 25, 26, 27	The entire section is served by DEF. No areas are served by TECO.
8	Pasco	SE	T26S, R17E	34	The entire section is served by TECO. No areas are served by DEF.
8	Pasco	SE	T26S, R17E	35	The entire section is served by TECO except for the subdivision on Man O' War Drive that is served by DEF.
8	Pasco	SE	T26S, R17E	36	DEF serves the northern half of the section. DEF also serves the parcels adjacent to Wind Whisper Road, Lake Polo Road, Dunns Pond Court and Jam Lane in the southern half of the northern half of the section. TECO serves the southern half of the section except for the areas that are served by DEF.
9	Pasco	SW	T26S, R18E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by DEF. No areas are served by TECO.
10	Pasco	SE	T26S, R18E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by DEF. No areas are served by TECO.
11	Pasco	SW	T26S, R19E	19	The entire section is served by DEF. No areas are served by TECO.
11	Pasco	SW	T26S, R19E	20	DEF serves the entire section that is Part of this Agreement. No areas are served by TECO.
11	Pasco	SW	T26S, R19E	21	This section is Not Part of this Agreement.
11	Pasco	SW	T26S, R19E	28, 29, 30, 31, 32, 33	The entire section is served by DEF. No areas are served by TECO.
12	Pasco	SE	T26S, R19E	22, 23, 24, 25, 26, 27, 34	This section is Not Part of this Agreement.
12	Pasco	SE	T26S, R19E	35, 36	The entire section is served by TECO. No areas are served by DEF.
13	Pinellas	NE	T27S, R16E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by DEF. No areas are served by TECO.
14	Hillsborough	NW	T27S, R17E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by TECO. No areas are served by DEF.

* If there are any discrepancies between Exhibit A and Exhibit B, then the territorial boundary maps in Exhibit A shall prevail.

Written Description of the Territorial Boundary Lines* - TECO & DEF

EXHIBIT B

15	Hillsborough	NE	T27S, R17E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by TECO. No areas are served by DEF.
16	Hillsborough	NW	T27S, R18E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by TECO. No areas are served by DEF.
17	Hillsborough	NE	T27S, R18E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by TECO. No areas are served by DEF.
18	Hillsborough	NW	T27S, R19E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by TECO. No areas are served by DEF.
19	Hillsborough	NE	T27S, R19E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by TECO. No areas are served by DEF.
20	Pinellas	SE	T27S, R16E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by DEF. No areas are served by TECO.
21	Hillsborough	SW	T27S, R17E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by TECO. No areas are served by DEF.
22	Pinellas	NW	T28S, R16E	4, 5, 6, 7, 8	The entire section is served by DEF. No areas are served by TECO.
22	Pinellas	NW	T28S, R16E	9	DEF serves the section west of East Lake Drive. TECO serves the section east of East Lake Drive.
22	Pinellas	NW	T28S, R16E	16	DEF serves the section west of the canal. TECO serves the section east of the canal.
22	Pinellas	NW	T28S, R16E	17, 18	The entire section is served by DEF. No areas are served by TECO.
23	Pinellas	NW	T28S, R16E	1, 2, 3	The entire section is served by DEF. No areas are served by TECO.
23	Pinellas	NW	T28S, R16E	10	The entire section is served by TECO. No areas are served by DEF.
23	Pinellas	NW	T28S, R16E	11	DEF serves the northern half of the section. DEF also serves the northern half of the southern half of the section. TECO serves the southern half of the southern half of the section.
23	Pinellas	NW	T28S, R16E	12	DEF serves the entire section except for the southwestern corner of the section that is served by TECO.
23	Pinellas	NW	T28S, R16E	13	The entire section is served by TECO. No areas are served by DEF.
23	Pinellas	NW	T28S, R16E	14	The entire section is served by TECO except for the one parcel adjacent to the north side of SR 584 that is served by DEF.
23	Pinellas	NW	T28S, R16E	15	The entire section is served by TECO except for the one parcel adjacent to the north side of SR 584 that is served by DEF.

* If there are any discrepancies between Exhibit A and Exhibit B, then the territorial boundary maps in Exhibit A shall prevail.

Written Description of the Territorial Boundary Lines* - TECO & DEF **EXHIBIT B**

24	Hillsborough	NW	T28S, R17E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by TECO. No areas are served by DEF.
25	Pinellas	SW	T28S, R16E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by DEF. No areas are served by TECO.
26	Pinellas	SE	T28S, R16E	22	DEF serves the section on the west side of Tampa Bay. TECO serves the section on the east side of Tampa Bay. This is an irregular section.
27	Hillsborough	SW	T28S, R17E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by TECO. No areas are served by DEF.
28	Pinellas	NE	T29S, R16E	3, 10, 15	The entire section is served by TECO. No areas are served by DEF. These are irregular sections.
29	Hillsborough	NW	T29S, R17E	4, 5, 9, 21	The entire section is served by TECO. No areas are served by DEF. These are irregular sections.
30	Polk	NW	T25S, R26E	4, 5	The entire section is served by DEF. No areas are served by TECO.
30	Polk	NW	T25S, R26E	6, 7	The entire section is served by TECO. No areas are served by DEF.
30	Polk	NW	T25S, R26E	8, 9, 16, 17	The entire section is served by DEF. No areas are served by TECO.
30	Polk	NW	T25S, R26E	18	The entire section is served by TECO. No areas are served by DEF.
31	Polk	NE	T25S, R26E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by DEF. No areas are served by TECO.
32	Polk	SW	T25S, R26E	19	The entire section is served by TECO. No areas are served by DEF.
32	Polk	SW	T25S, R26E	20, 21, 28, 29	The entire section is served by DEF. No areas are served by TECO.
32	Polk	SW	T25S, R26E	30	The entire section is served by TECO. No areas are served by DEF.
32	Polk	SW	T25S, R26E	31	TECO serves the western half of the section. TECO also serves the western half of the eastern half of the section. DEF serves the eastern half of the section.

* If there are any discrepancies between Exhibit A and Exhibit B, then the territorial boundary maps in Exhibit A shall prevail.

Written Description of the Territorial Boundary Lines* - TECO & DEF

EXHIBIT B

32	Polk	SW	T25S, R26E	32, 33	The entire section is served by DEF. No areas are served by TECO.
33	Polk	SE	T25S, R26E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by DEF. No areas are served by TECO.
34	Polk	NW	T26S, R26E	4, 5	The entire section is served by DEF. No areas are served by TECO.
34	Polk	NW	T26S, R26E	6, 7	The entire section is served by TECO. No areas are served by DEF.
34	Polk	NW	T26S, R26E	16	The entire section is served by TECO except for the parcels adjacent to the western section line that are served by DEF.
34	Polk	NW	T26S, R26E	17	The entire section is served by TECO except for the parcels adjacent to the eastern section line that are served by DEF.
34	Polk	NW	T26S, R26E	18	The entire section is served by TECO. No areas are served by DEF.
35	Polk	NE	T26S, R26E	1, 2, 3, 10, 11, 12, 13	The entire section is served by DEF. No areas are served by TECO.
35	Polk	NE	T26S, R26E	14, 15	The entire section is served by TECO. No areas are served by DEF.
36	Polk	NW	T26S, R27E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by DEF. No areas are served by TECO.
37	Polk	SW	T26S, R26E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by TECO. No areas are served by DEF.
38	Polk	SE	T26S, R26E	22, 23	The entire section is served by TECO. No areas are served by DEF.
38	Polk	SE	T26S, R26E	24, 25	The entire section is served by DEF. No areas are served by TECO.
38	Polk	SE	T26S, R26E	26, 27, 34, 35	The entire section is served by TECO. No areas are served by DEF.
38	Polk	SE	T26S, R26E	36	The entire section is served by DEF. No areas are served by TECO.

* If there are any discrepancies between Exhibit A and Exhibit B, then the territorial boundary maps in Exhibit A shall prevail.

Written Description of the Territorial Boundary Lines* - TECO & DEF

EXHIBIT B

39	Polk	SW	T26S, R27E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by DEF. No areas are served by TECO.
40	Polk	NW	T27S, R26E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by TECO. No areas are served by DEF.
41	Polk	NE	T27S, R26E	1	The entire section is served by DEF. No areas are served by TECO.
41	Polk	NE	T27S, R26E	2, 3, 10, 11	The entire section is served by TECO. No areas are served by DEF.
41	Polk	NE	T27S, R26E	12, 13	The entire section is served by DEF. No areas are served by TECO.
41	Polk	NE	T27S, R26E	14, 15	The entire section is served by TECO. No areas are served by DEF.
42	Polk	NW	T27S, R27E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by DEF. No areas are served by TECO.
43	Polk	SW	T27S, R26E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by TECO. No areas are served by DEF.
44	Polk	SE	T27S, R26E	22, 23	The entire section is served by TECO. No areas are served by DEF.
44	Polk	SE	T27S, R26E	24, 25	The entire section is served by DEF. No areas are served by TECO.
44	Polk	SE	T27S, R26E	26	TECO serves the western half of the section. TECO also serves the western half of the eastern half of the section. DEF serves the eastern half of the eastern half of the section.
44	Polk	SE	T27S, R26E	27, 34, 35	The entire section is served by TECO. No areas are served by DEF.
44	Polk	SE	T27S, R26E	36	DEF serves the entire section except for the southwestern quarter of the section, south of Lake Henry, which is served by TECO.
45	Polk	SW	T27S, R27E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by DEF. No areas are served by TECO.
46	Polk	NE	T28S, R26E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by TECO. No areas are served by DEF.

* If there are any discrepancies between Exhibit A and Exhibit B, then the territorial boundary maps in Exhibit A shall prevail.

Written Description of the Territorial Boundary Lines* - TECO & DEF **EXHIBIT B**

47	Polk	NW	T28S, R26E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by TECO. No areas are served by DEF.
48	Polk	SE	T28S, R26E	1	DEF serves the parcels adjacent to Apache Lane and Sioux Drive north of Old Lucerne Park Road in the northeastern quarter of the section. DEF also serves the parcels adjacent to the south side of Old Lucerne Park Road and north of SR 544 in the northeastern quarter of the section. DEF also serves the parcels adjacent to the north and south side of B Moore Road in the southeastern quarter of the section. TECO serves the remainder of the section including north and south of SR 544 except for the parcels that are served by DEF.
48	Polk	SE	T28S, R26E	2, 3, 10, 11	The entire section is served by TECO. No areas are served by DEF.
48	Polk	SE	T28S, R26E	12	TECO serves the parcels west of the Peace Creek Drainage Canal except for one parcel west of the canal that is served by DEF. DEF serves east of the Peace Creek Drainage Canal and one parcel west of the canal. DEF also serves the parcels adjacent to West Lake Hamilton Drive.
48	Polk	SE	T28S, R26E	13	TECO serves the parcels adjacent to Sanderling Drive, Towhee Road, Plover Street, and North Country Club Road west of West Lake Hamilton Drive. TECO also serves the parcels adjacent to Hamilton Shores Drive NE, Inverness Way NE, Horseshoe Lane NE and Heritage Drive NE. DEF serves the parcels north, west and east of Herbs Road. DEF also serves the parcels adjacent to West Lake Hamilton Drive that are north of Herbs Road. DEF also serves the parcels adjacent to the east side of West Lake Hamilton Road.
48	Polk	SE	T28S, R26E	14, 15	The entire section is served by TECO. No areas are served by DEF.
49	Polk	NW	T28S, R27E	4, 5	The entire section is served by DEF. No areas are served by TECO.
49	Polk	NW	T28S, R27E	6	TECO serves one parcel north of SR 544 and one parcel north of SR 544 and adjacent to Highway 27. TECO also serves the parcels adjacent to West Lake Hamilton Drive and Willoughby Road that are north of Nash Road. TECO also serves the Ridge Career Center, and the parcels adjacent to Brenton Manor Avenue, Brenton Manor Lane, Brenton Manor Loop, B Moore Road and the north side of Hamilton Circle. DEF serves the parcels adjacent to Lucerne Park Road south of SR 544. DEF also serves the parcels south of Nash Road on West Lake Hamilton Drive.
49	Polk	NW	T28S, R27E	7, 8, 9, 16, 17, 18	The entire section is served by DEF. No areas are served by TECO. Some of these sections are irregular.

* If there are any discrepancies between Exhibit A and Exhibit B, then the territorial boundary maps in Exhibit A shall prevail.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0890 **DATE:** 6/16/2026

SUBJECT: PSC-2026-0154-PCO-EI – Docket No. 20260046-EI – Duke Energy Florida, LLC – Issued May 18, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0890 PSC-2026-0154-PCO-EI – Docket No. 20260046-EI – Duke Energy Florida, LLC – Issued May 18, 2026

FILED 5/18/2026
DOCUMENT NO. 02949-2026
FPSC - COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of revised underground residential distribution tariffs, by Duke Energy Florida, LLC.	DOCKET NO. 20260046-EI ORDER NO. PSC-2026-0154-PCO-EI ISSUED: May 18, 2026

The following Commissioners participated in the disposition of this matter:

GARY F. CLARK
MIKE LA ROSA
BOBBY PAYNE
ANA ORTEGA

ORDER SUSPENDING UNDERGROUND RESIDENTIAL DISTRIBUTION TARIFFS

BY THE COMMISSION:

Background

On March 31, 2026, Duke Energy Florida, LLC (DEF) filed a petition for approval of revisions to its underground residential differential tariffs (URD) and associated charges. These tariffs represent the estimated additional cost, if any, DEF incurs to provide underground service in place of overhead service in new residential subdivisions. The petition was filed pursuant to Rule 25-6.078(3), Florida Administrative Code (F.A.C.), which states, in part: "If the cost differential as calculated in Form PSC 1031 (08/20) varies from the Commission-approved differential by plus or minus 10 percent or more, the utility shall file a written policy and supporting data and analyses as prescribed in subsections (1), (4) and (5) of this rule on or before April 1 of the following year." DEF has filed the instant petition which includes updated URD tariff sheets to be consistent with the ten percent plus or minus filing requirement.

In its petition, DEF is proposing revised URD charges reflecting changes in cost differentials between overhead and underground services. For example, in Exhibit D of the petition, DEF states that revisions are proposed for the per foot charges for the feeder differential where DEF is installing the conduit and for the per lot charge for high-density subdivisions where DEF is supplying and installing the underground conduit. Also, in Exhibit D of the petition, DEF states that material and labor costs have increased for both overhead and underground, though the overhead material and labor costs have escalated at a higher percentage than underground costs resulting in lower differential costs.

This order addresses suspension of the proposed tariffs. We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes (F.S.).

Decision

Pursuant to Section 366.06(3), F.S., we may withhold consent to the operation of all or any portion of a new rate schedule, delivering to the utility requesting such a change a reason or written statement of good cause for doing so within 60 days. Upon review of DEF's petition and attached exhibits, we find that the proposed tariffs shall be suspended to allow sufficient time for Commission staff to further review the petition and gather all pertinent information to present us with an informed recommendation on the tariff proposals. We find that this constitutes good cause to suspend the proposed tariffs consistent with the requirements of Section 366.06(3), F.S.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Duke Energy Florida, LLC's proposed revised underground residential distribution tariff sheets shall be suspended in accordance with Section 366.06(3), F.S. It is further

ORDERED that this docket shall remain open pending our decision on the proposed tariffs.

By ORDER of the Florida Public Service Commission this 18th day of May, 2026.



ADAM TEITZMAN
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

SBr

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0891 **DATE:** 6/16/2026

SUBJECT: PSC-2026-0158-PCO-EI – Docket No. 20260050-EI – Tampa Electric Company – Issued May 19, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0891 PSC-2026-0158-PCO-EI – Docket No. 20260050-EI – Tampa Electric Company – Issued May 19, 2026

FILED 5/19/2026
DOCUMENT NO. 02977-2026
FPSC - COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of revised underground residential distribution tariff, by Tampa Electric Company.	DOCKET NO. 20260050-EI ORDER NO. PSC-2026-0158-PCO-EI ISSUED: May 19, 2026

The following Commissioners participated in the disposition of this matter:

GARY F. CLARK
MIKE LA ROSA
BOBBY PAYNE
ANA ORTEGA

ORDER SUSPENDING TARIFFS

BY THE COMMISSION:

Background

On April 1, 2026, Tampa Electric Company (TECO) filed a petition for approval of revisions to its underground residential distribution (URD) tariffs and associated charges. These tariffs represent the additional costs, if any, TECO incurs to provide underground service in place of overhead service in new residential subdivisions. The petition was filed pursuant to Rule 25-6.078(3), Florida Administrative Code (F.A.C.), which states, in part: "If the cost differential as calculated in Form PSC 1031 (08/20) varies from the Commission-approved differential by plus or minus 10 percent or more, the utility shall file a written policy and supporting data and analyses as prescribed in subsections (1), (4) and (5) of this rule on or before April 1 of the following year."

The ten-percent threshold outlined by the rule has not been met or exceeded since TECO's last URD tariff filing, which was ruled upon in Order No. PSC-2023-0211-TRF-EI.[1] Because it has been three years since TECO last updated its URD tariff, TECO filed updated URD tariff sheets in the subject docket. TECO proposes that the URD surcharge remain at $0.00 per lot, as discussed in paragraphs 9 and 14 of the petition. TECO also proposes modifications to several other charges and non-refundable deposits for underground service, as shown in Exhibit B to the petition.

The 60-day statutory deadline for us to suspend the TECO's charges is June 1, 2026. At our May 5, 2026 Agenda Conference, we voted to suspend TECO's tariffs. This Order addresses

[1] Order No. PSC-2023-0211-TRF-EI, issued July 25, 2023, in Docket No. 20230042-EI, *In re: Petition for approval of revised underground residential distribution tariff, by Tampa Electric Company.*

the suspension of the Utility's requested charges. We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes (F.S.).

Decision

We find that TECO's proposed tariffs shall be suspended to allow our staff sufficient time to review the Utility's petition and gather all pertinent information in order to present us with an informed recommendation.

Pursuant to Section 366.06(3), F.S., we may withhold consent to the operation of any or all portions of new rate schedules, by a vote to that effect within 60 days, giving a reason or statement of good cause for withholding that consent. If we do not withhold consent, the proposed tariff may go into effect after 60 days. We find the reasons stated above are good cause consistent with the requirements of Section 366.06(3), F.S.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Tampa Electric Company's proposed tariffs are hereby suspended. It is further

ORDERED that this docket shall remain open pending our decision on Tampa Electric Company's proposed tariffs.

By ORDER of the Florida Public Service Commission this 19th day of May, 2026.

ADAM TEITZMAN
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

SF

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0892 **DATE:** 6/16/2026

SUBJECT: The Verandahs Community Development District - Fiscal Year 2025 Annual Financial Report - Received April 9, 2026

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0892 The Verandahs Community Development District - Fiscal Year 2025 Annual Financial Report - Received April 9, 2026



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT
3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

RECEIVED
APR 06 2026
PASCO COUNTY, CLERK & COMPTROLLER

April 6, 2026

Pasco County
Clerk Nikki Alvarez-Sowles
7530 Little Road, Suite 106
New Port Richey, FL 34656

RE: The Verandahs Community Development District

To Whom It May Concern:

Pursuant to Section 11.45, Florida Statutes, and Section 189.418, Florida Statutes, an independent special district in one county must file its Annual Financial Audit Report with the Office of the Auditor General and the Clerk of the County governing within 45 days of audit completion and within 9 months of fiscal year end. One copy of the report must be submitted to the Clerk of the Board of County Commissioners.

Accordingly, enclosed is one copy of the Annual Financial Audit Report for the Fiscal Year Ended September 30, 2025 for the above referenced district. Please call me at (813) 933-5571 with any questions.

Sincerely,

Scott Brizendine

Enclosures

The Verandahs Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2025

Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

The Verandahs Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2025

The Verandahs Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2025

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Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
The Verandahs Community Development District
Pasco County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of The Verandahs Community Development District (the "District"), as of and for the year ended September 30, 2025, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards)*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

To the Board of Supervisors
The Verandahs Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements.

To the Board of Supervisors
The Verandahs Community Development District

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with Florida Statutes 218.39(3)(c) but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated March 11, 2026 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts and grant agreements and other matters.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Berger Toombs Elam Gaines & Frank

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

March 11, 2026

The Verandahs Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2025

Management's discussion and analysis of The Verandahs Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements,* 2) *Fund financial statements,* and 3) *Notes to financial statements.* The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories: 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, culture/recreation and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets, are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as capital improvement bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements.*

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements.*

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2025.

- The District's total assets and deferred outflows of resources exceeded total liabilities by $2,488,774 (net position). Net investment in capital assets for the District was $1,727,890. Restricted net position was $58,579 and unrestricted net position was $702,305.

- Revenues from governmental activities totaled $925,128 and expenses from governmental activities totaled $655,446.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2025	2024
Current assets	$ 714,118	$ 623,390
Restricted assets	176,527	164,066
Capital assets	4,439,061	4,483,800
Total Assets	5,329,706	5,271,256
Deferred outflows of resources	6,641	7,269
Current liabilities	262,573	264,433
Non-current liabilities	2,585,000	2,795,000
Total Liabilities	2,847,573	3,059,433
Net Position		
Net investment in capital assets	1,727,890	1,568,257
Restricted	58,579	43,128
Unrestricted	702,305	607,707
Total Net Position	$ 2,488,774	$ 2,219,092

The increase in current assets and restricted assets is related to revenues exceeding expenditures at the fund level in the current year.

The decrease in capital assets is related to depreciation in the current year.

The decrease in non-current liabilities is related to the principal payments made in the current year.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2025	2024
Program Revenues		
Charges for services	$ 901,900	$ 852,847
General Revenues		
Miscellaneous revenues	1,720	112
Investment income	21,508	17,734
Total Revenues	925,128	870,693
Expenses		
General government	113,755	95,412
Physical environment	374,206	351,514
Culture/recreation	64,847	63,157
Interest and other charges	102,638	109,860
Total Expenses	655,446	619,943
Change in Net Position	269,682	250,750
Net Position - Beginning of Year	2,219,092	1,968,342
Net Position - End of Year	$ 2,488,774	$ 2,219,092

The increase in charges for services is related to the increase in special assessments.

The increase in physical environment is related to the increase in landscape maintenance and replacement expenses in the current year.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's governmental activities capital assets as of September 30, 2025 and 2024:

Description	Governmental Activities 2025	2024
Land	$ 3,576,042	$ 3,576,042
Infrastructure	982,564	982,564
Buildings	398,851	398,851
Equipment	32,000	32,000
Less: accumulated depreciation	(550,396)	(505,657)
Governmental Activities Capital Assets	$ 4,439,061	$ 4,483,800

During the year, depreciation was $44,739.

General Fund Budgetary Highlights

The budgeted expenditures exceeded actual expenditures in the current year because capital outlay and reserve expenditures were less than anticipated.

The September 30, 2025 budget was not amended.

Debt Management

Governmental Activities debt includes the following:

- In August 2016, The District issued $4,430,000 Series 2016 Capital Improvement Revenue Refunding Bonds. The bonds were issued to refund the District's outstanding Capital Improvements Revenue Bonds, Series 2006A and to finance the acquisition and construction of certain improvements for the benefit of the District. The balance outstanding on the Series 2016 Bonds at September 30, 2025 was $2,795,000.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

The Verandahs Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2026.

Request for Information

The financial report is designed to provide a general overview of The Verandahs Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the The Verandahs Community Development District's Accounting Department at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

The Verandahs Community Development District
STATEMENT OF NET POSITION
September 30, 2025

	Governmental Activities
ASSETS	
Current Assets	
Cash	$ 683,744
Prepaid expenses	13,239
Deposits	17,135
Total Current Assets	714,118
Non-current Assets	
Restricted Assets	
Investments	176,527
Capital Assets, Not Being Depreciated	
Land	3,576,042
Capital Assets, Being Depreciated	
Buildings	398,851
Infrastructure	982,564
Equipment	32,000
Less: accumulated depreciation	(550,396)
Total Non-current Assets	4,615,588
Total Assets	5,329,706
DEFERRED OUTFLOWS OF RESOURCES	
Deferred amount on refunding, net	6,641
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	11,033
Due to others	30
Deposits	750
Bonds payable	210,000
Accrued interest	40,760
Total Current Liabilities	262,573
Non-current Liabilities	
Bonds payable	2,585,000
Total Liabilities	2,847,573
NET POSITION	
Net investment in capital assets	1,727,890
Restricted for debt service	58,579
Unrestricted	702,305
Total Net Position	$ 2,488,774

See accompanying notes to financial statements.

The Verandahs Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2025

Functions/Programs	Expenses	Program Revenues Charges for Services	Net (Expenses) Revenues and Changes in Net Position Governmental Activities
Governmental Activities			
General government	$ (113,755)	$ 131,842	$ 18,087
Physical environment	(374,206)	381,850	7,644
Culture/recreation	(64,847)	75,157	10,310
Interest and other charges	(102,638)	313,051	210,413
Total Governmental Activities	$ (655,446)	$ 901,900	246,454
General Revenues			
Miscellaneous revenues			1,720
Investment income			21,508
Total General Revenues			23,228
Changes in Net Position			269,682
Net Position - Beginning of Year			2,219,092
Net Position - End of Year			$ 2,488,774

See accompanying notes to financial statements.

The Verandahs Community Development District
BALANCE SHEET -
GOVERNMENTAL FUNDS
September 30, 2025

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash	$ 683,744	$ -	$ 683,744
Prepaid expenses	13,239	-	13,239
Deposits	17,135	-	17,135
Restricted assets			
Investments	-	176,527	176,527
Total Assets	$ 714,118	$ 176,527	$ 890,645
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts payable and accrued expenses	$ 11,033	$ -	$ 11,033
Due to others	30	-	30
Deposits payable	750	-	750
Total Liabilities	11,813	-	11,813
FUND BALANCES			
Nonspendable			
Prepaid expenses	13,239	-	13,239
Deposits	17,135	-	17,135
Restricted			
Debt service	-	176,527	176,527
Unassigned	671,931	-	671,931
Total Fund Balances	702,305	176,527	878,832
Total Liabilities and Fund Balances	$ 714,118	$ 176,527	$ 890,645

See accompanying notes to financial statements.

The Verandahs Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2025

Total Governmental Fund Balances	$ 878,832
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, land, $3,576,042, infrastructure, $982,564, buildings, $398,851, and equipment, $32,000, net of accumulated depreciation, $(550,396), used in governmental activities are not current financial resources, and therefore, are not reported at the fund level.	4,439,061
The deferred amount on refunding is recorded as other debt service costs at the fund level, however, at the government-wide level it is recognized as a deferred outflow of resources and amortized over the life of the bonds.	6,641
Long-term liabilities, bonds payable, are not due and payable in the current period, and therefore, are not reported at the fund level.	(2,795,000)
Accrued interest expense for long-term debt is not a current financial use, and therefore, is not reported at the fund level.	(40,760)
Net Position of Governmental Activities	$ 2,488,774

See accompanying notes to financial statements.

The Verandahs Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
For the Year Ended September 30, 2025

	General	Debt Service	Total Governmental Funds
Revenues			
Special assessments	$ 588,849	$ 313,051	$ 901,900
Miscellaneous revenues	1,720	-	1,720
Investment income	12,098	9,410	21,508
Total Revenues	602,667	322,461	925,128
Expenditures			
Current			
General government	113,755	-	113,755
Physical environment	329,467	-	329,467
Culture/recreation	64,847	-	64,847
Debt service			
Principal	-	205,000	205,000
Interest	-	105,000	105,000
Total Expenditures	508,069	310,000	818,069
Net Change in Fund Balances	94,598	12,461	107,059
Fund Balances - Beginning of Year	607,707	164,066	771,773
Fund Balances - End of Year	$ 702,305	$ 176,527	$ 878,832

See accompanying notes to financial statements.

The Verandahs Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2025

Net Change in Fund Balances - Total Governmental Funds	$	107,059
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of depreciation in the current period.		(44,739)
Repayments of long-term debt are expenditures at the fund level, but the repayment reduces long-term liabilities at the government-wide level.		205,000
Deferred amount on refunding is amortized over the life of the bonds as interest. This is the current period amortization.		(628)
At the government-wide level, interest is accrued on outstanding bonds; whereas at the fund level, interest expenditures are reported when due. This is the change in accrued interest in the current period.		2,990
Change in Net Position of Governmental Activities	$	269,682

See accompanying notes to financial statements.

The Verandahs Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
For the Year Ended September 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	$ 583,933	$ 583,933	$ 588,849	$ 4,916
Miscellaneous revenues	-	-	1,720	1,720
Investment income	-	-	12,098	12,098
Total Revenues	583,933	583,933	602,667	18,734
Expenditures				
Current				
General government	109,620	109,620	113,755	(4,135)
Physical environment	379,450	379,450	329,467	49,983
Culture/recreation	78,063	78,063	64,847	13,216
Capital outlay	16,800	16,800	-	16,800
Total Expenditures	583,933	583,933	508,069	75,864
Net Change in Fund Balances	-	-	94,598	94,598
Fund Balances - Beginning of Year	-	-	607,707	607,707
Fund Balances - End of Year	$ -	$ -	$ 702,305	$ 702,305

See accompanying notes to financial statements.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on July 25, 2006, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance 06-20 of the Pasco County Board of County Commissioners as a Community Development District. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries The Verandahs Community Development District. The District is governed by a five-member Board of Supervisors. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present The Verandahs Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance in accordance with Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period, or soon thereafter, to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of "available spendable resources".

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – The Debt Service Fund accounts for debt service requirements to retire the capital improvement bonds which were used to finance the construction of District infrastructure improvements.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as capital assets, and non-current governmental liabilities, such as capital improvement bonds, be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Deferred Outflows of Resources, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;

2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;

3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;

4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Deferred Outflows of Resources, Liabilities, and Net Position or Equity (Continued)

b. Restricted Net Position

Certain net position of the District is classified as restricted on the statement of net position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include land, buildings, infrastructure, and equipment, are reported in the governmental activities' column.

The District defines capital assets as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Infrastructure	40 years
Buildings	20 years
Equipment	5 years

d. Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the financial statement date and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Deferred Outflows of Resources, Liabilities, and Net Position or Equity (Continued)

e. Deferred Outflows of Resources

Deferred outflows of resources is the consumption of net position by the government that is applicable to a future reported period. Deferred amount on refunding is amortized and recognized as a component of interest expense over the life of the bond.

f. Budgets

Budgets are prepared and adopted after a public hearing for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2025, the District's bank balance was $689,167 and the carrying value was $683,744. Exposure to custodial credit risk was as follows; the District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Investments

As of September 30, 2025, the District had the following investments and maturities:

Investment	Maturities	Fair Value
First American Government Obligations Fund	45 days*	$ 176,527

* Maturity is a weighted average maturity

The District categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtained quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investment listed above is a Level 1 asset.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2025, the District's investments in First American Government Obligations Fund was rated AAAm by Standard and Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in First American Government Obligations Fund represent 100% of District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2025 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

NOTE C – SPECIAL ASSESSMENT REVENUES

Assessments are non-ad valorem assessments on benefited property within the District. Operating and Maintenance Assessments are based upon the adopted budget and levied annually at a public hearing by the District. Debt Service Assessments are levied when bonds are issued and collected annually. The District may collect assessments directly or utilize the uniform method of collections (Chapter 197.3632, Florida Statues). Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are due and payable on November 1 or as soon as the assessment roll is certified and delivered to the Tax Collector. Per Section 197.162, Florida Statutes discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Taxes paid in March are without discount.

All unpaid assessments become delinquent as of April 1. Virtually all unpaid assessments are collected via the sale of tax certificates on, or prior to, June 1; therefore, there were no material amounts receivable at fiscal year-end. Assessment levied for the 2024-2025 fiscal year were levied in August 2024.

NOTE D – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2025 was as follows:

	Balance October 1, 2024	Additions	Disposals	Balance September 30, 2025
Governmental activities:				
Capital assets, not being depreciated				
Land	$ 3,576,042	$ -	$ -	$ 3,576,042
Capital assets, being depreciated:				
Infrastructure	982,564	-	-	982,564
Buildings	398,851	-	-	398,851
Equipment	32,000	-	-	32,000
Less: accumulated depreciation	(505,657)	(44,739)	-	(550,396)
Total Capital Assets Being Depreciated, Net	907,758	(44,739)	-	863,019
Governmental Activities Capital Assets	$ 4,483,800	$ (44,739)	$ -	$ 4,439,061

Current year depreciation was charged to physical environment, $44,739.

NOTE E – LONG-TERM DEBT

Governmental Activities

The following is a summary of activity for long-term debt of the Governmental Activities for the year ended September 30, 2025:

Long-term debt at October 1, 2024	$ 3,000,000
Principal payments	(205,000)
Long-term debt at September 30, 2025	$ 2,795,000

In August 2016, the District issued $4,430,000 Series 2016 Capital Improvement Revenue Refunding Bonds due in annual principal installments beginning May 2017, maturing May 2036. Interest is due semi-annually on May 1 and November 1, beginning November 1, 2016, at a fixed interest rate of 3.5%.	$ 2,795,000

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2025 are as follows:

Year Ending September 30,	Principal	Interest	Total
2026	$ 210,000	$ 97,825	$ 307,825
2027	220,000	90,475	310,475
2028	230,000	82,775	312,775
2029	235,000	74,725	309,725
2030	245,000	66,500	311,500
2031-2035	1,355,000	197,925	1,552,925
2036	300,000	10,500	310,500
Totals	$ 2,795,000	$ 620,725	$ 3,415,725

Summary of Significant Bond Resolution Terms and Covenants

The District levies special assessments pursuant to Section 190.022, Florida Statutes and the assessment rolls are approved by resolutions of the District Board. The collections are to be strictly accounted for and applied to the debt service of the bond series for which they were levied. The District covenants to levy special assessments in annual amounts adequate to provide for payment of principal and interest on the bonds. Payment of principal and interest is dependent on the money available in the debt service fund and the District's ability to collect special assessments levied.

The Series 2016 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at a redemption price equal to the principal amount of the Series 2016 Bonds to be redeemed, together with accrued interest to the date of redemption. The Series 2016 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

NOTE E – LONG-TERM DEBT (CONTINUED)

The Bond Indenture provides for a Debt Service Reserve Fund, which shall be held by the Trustee separate and apart from all other funds. The following is a schedule of reserve requirements and balances in the reserve accounts at September 30, 2025:

	Reserve Balance	Reserve Requirement
Capital Improvement Revenue Refunding Bonds, Series 2016	$ 77,188	$ 77,188

NOTE F – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks that exceeded commercial coverage in the last three years.

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
The Verandahs Community Development District
Pasco County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements, as listed in the table of contents, of The Verandahs Community Development District, as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated March 11, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered The Verandahs Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of The Verandahs Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of The Verandahs Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
The Verandahs Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether The Verandahs Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger Toombs Elam
Gaines + Frank

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

March 11, 2026

Berger, Toombs, Elam,
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MANAGEMENT LETTER

To the Board of Supervisors
The Verandahs Community Development District
Pasco County, Florida

Report on the Financial Statements

We have audited the financial statements of The Verandahs Community Development District as of and for the year ended September 30, 2025, and have issued our report thereon dated March 11, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 11, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.

To the Board of Supervisors
The Verandahs Community Development District

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not The Verandahs Community Development District met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that The Verandahs Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for The Verandahs Community Development District. It is management's responsibility to monitor The Verandahs Community Development District's financial condition; and our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information below was provided by management and has not been audited by us; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, The Verandahs Community Development District reported:

1) The total number of District employees compensated in the last pay period of the District's fiscal year as: 0
2) The total number of independent contractors, defined as individuals or entities that receive 1099s, to whom non-employee compensation was paid in the last month of the District's fiscal year as: 2
3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as: $0
4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: $10,772
5) Each construction project with a total cost of at least $65,000 approved by the District that is scheduled to begin on or after October 1, 2024, together with the total expenditures for such project as: N/A
6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The Board did not amend the budget.

Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
The Verandahs Community Development District

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)9, Rules of the Auditor General, The Verandahs Community Development District reported:

1) The rate or rates of non-ad valorem special assessments imposed by the District as: $561.67 - $1,123.34 for the General Fund and $48.39 - $593.10 for the Debt Service Fund
2) The amount of special assessments collected by or on behalf of the District as: $901,889.77
3) The total amount of outstanding bonds issued by the District and the terms of such bonds are as follows: $2,795,000 Series 2016 Bonds maturing in 2036

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred or is likely to have occurred, that has an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger Toombs Elam
Gaines & Frank

Berger, Toombs, Elam, Gaines & Frank
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March 11, 2026

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INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

To the Board of Supervisors
The Verandahs Community Development District
Pasco County, Florida

We have examined The Verandahs Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2025. Management is responsible for The Verandahs Community Development District's compliance with those requirements. Our responsibility is to express an opinion on The Verandahs Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about The Verandahs Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on The Verandahs Community Development District's compliance with the specified requirements.

In our opinion, The Verandahs Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2025.

Berger Toombs Elam Gaines & Frank

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

March 11, 2026

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